

**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM ADVISORY BOARD**

Thursday, June 25th 2020 - REGULAR MEETING

5:30 P.M. – 8:00 P.M.

**Location: Zoom Meeting: [Link: <https://zoom.us/j/99162240363>] Login starting
5:15 pm**

Members Present: County Council Member **Stephanie Wright**, County Council Member **Sam Low**, County Executive Representative **Ken Klein**, Large City Representative **Kyoko Matsumoto-Wright**, Small City Representative **Carla Nichols**, and Community Representative **Mark Spada**

Members Absent: Community Representative **Mark Craven**

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

Guests Present: **Denise Johns**, Senior Parks Planner, City of Monroe; **Tom Teigen**, Director, Snohomish County Department of Parks, Recreation & Tourism; **Dan Rankin**, Mayor of Darrington; **Susan Melrose**, Senior Project Manager, Community Development, Forterra NW; **Ann Darlington**, President, Friends of Heybrook Ridge; **Darcey Hughes**, Forterra NW; **Kevin Teague**, Senior Planner, Snohomish County Parks, Recreation & Tourism; **Thomas Hartzell**, Senior Planner, Snohomish County Parks, Recreation & Tourism; **Vence Wong**, Forterra NW.

- A. CALL TO ORDER Chairperson
Board Chair Sam Low called the meeting to order at 5:30 PM.
- B. INTRODUCTION OF BOARD MEMBERS Board
- C. APPROVAL OF MINUTES Board
1. February 25, 2020 Regular Meeting
Board Member Stephany Wright moved to approve the February 25, 2020 regular meeting minutes as written. Board Member Carla Nichols seconded, and the motion carried unanimously. (See Attachment 1.)
- D. PUBLIC COMMENT Board
Board Chair Sam Low asked for public comments. No comments were offered at the meeting.
- E. STATUS OF CURRENT PROJECTS Kye Iris
Staff Member Kye Iris updated the Board on the current status of ongoing Conservation Futures funded projects. Discussion followed. (See Attachment 2.)

F. DISCUSSION ITEMS

Sharon Swan

1. Code Change

Staff Member Sharon Swan summarized proposed code changes. Ms. Swan reported that Snohomish County Code currently allows for 15% of the total funding collected per year to be used for operations and maintenance purposes. State law recently changed to allow counties to spend up to 25% of annual funding collected for operations and maintenance. The proposed code change is an administrative change to make the county code align with current state law. The County currently uses approximately 15% of allowable funding for maintenance and operation of county owned Conservation Futures funded properties and does not see an immediate need to increase that amount, but may choose to do so in the future. This code change will allow an increase to be possible if needed. Discussion followed.

2. Available Fund Balance for Potential Grant Distribution

Staff Member Sharon Swan updated the Board on the current Conservation Futures Fund balance. The Board has \$2,247,361.86 to allocate for 2020 grant proposals. The total grant funding request for all submitted projects is \$2,637,571.36. Discussion followed.

G. APPLICATION PRESENTATIONS

Board

Board Chair Sam Low asked Staff if they had any guidelines or recommendations for the Board when scoring projects. Staff referred the Board to the scoring guidelines in their packets. Also, Staff Member Sharon Swan provided a project scoring tool for application scores to be loaded into. Ms. Swan let the board know that they could use the tool to adjust their scores and to make their final project ranking. Discussion followed.

Board Chair Sam Low called for presentations to begin and reminded the Board and presenters that presentations should be 10 minutes and that there would be 5 minutes for questions after each presentation.

1. CF20-03 Darrington Recreation Connection Project Dan Rankin, Mayor of Darrington \$157,000.00 (See Attachment 3)

Dan Rankin, Mayor of the Town of Darrington, and Susan Melrose, Senior Project Manager, Community Development, Forterra NW presented the Darrington Connection Project. The property is 94 acres in total, with 30 acres to be acquired using Conservation Futures Program funding. According to botanist Mignonne Bivin from North Cascades National Park, this site is one of the farthest west stands of quaking aspen and this ecosystem may have been more widespread before European development in Western Washington. The site historically was used by Native American tribes as a stopping off point as they moved east and west for trade over the Cascade Mountains. The site is mostly forested with wetlands, currently zoned industrial and bisects the Whitehorse Trail.

Forterra NW, a Washington nonprofit corporation, is holding an option for the purchase of the project site at a purchase price fixed at \$400,000. Forterra intends to retain the option until the Town has secured adequate funding for the project. Forterra and the Town have in turn entered into an Assignment Agreement pursuant to which Forterra has agreed to assign its rights under the option contract to the Town so that the Town can acquire the property directly from the current owner. This project would create a long desired opportunity to connect the Whitehorse Trail to the Whitehorse Community Park. The current owner intends to keep land in timber

production, but a new owner could opt to develop site.

The proposed use for the site is to develop a green minded industrial center for wood products and education, to be named the Darrington Wood Innovation Center. The project sponsors propose to set aside 30 acres of the 94 total acres for conservation and passive recreation. If acquired, The Town will create a trail connection between the Whitehorse Trail and Whitehorse Community Park. Other linkages include a possible link to North Mountain Bike Complex and a 1 mile ride to the nearby Whitehorse Community Park. Education partnerships are also planned with Glacier Peak Institute and local schools.

The funding request for this project is \$157,000 dollars and there is project match funding in the amount of \$326,106 dollars. Discussion followed.

The Board had no questions on this project.

2. CF20-05 Tillman Farm Conservation Easement Darcey Hughes, Forterra \$300,000.00 (See Attachment 4.)

Darcey Hughes, Title, Director of Conservation Transactions, Forterra NW, presented the Tillman Farm Conservation Easement project. The Tillman Farm is a 329.4 acre historic family farm and produces crops which include corn, peas, and strawberries, hay and silage for 300 head of dairy cows. The farm infrastructure includes barns, a garage, a residence, a shed, a shop, milking parlors, silos, and other infrastructure capable of supporting dairy operations. The farm has 85% prime farmland soils or soils of statewide significance, and the property includes substantial water rights, which will be secured along with the land to ensure farming is viable on the site into the future. The farm is the last of this size in the Stillaguamish River Valley.

The owner and his family are retiring from agriculture and the farm is in danger of being converted into non-farm uses. The farm is zoned R5 and may well be developed if not preserved by a conservation easement. Such an easement will fairly compensate the Tillman family for the development value they would be removing, but also makes the land more affordable to the next generation of farmers if and when the family wishes to sell their farm. The conservation easement, once acquired, will extinguish 63 development rights and retain 3. Forterra NW will retain the conservation easement in perpetuity.

The funding request for this project is \$300,000 and there is project match funding in the amount of \$2,263,300 from two grants.

Following the presentation, members of the Board asked questions. Board Chair Sam Low asked about the process of applying for funding through the Natural Resources Conservation Service (NRCS). Ms. Hughes replied that the application process through NRCS for funding can be painfully slow and difficult and that in the end this funding source may not be a good fit for the project. She went on to explain that she would also seek direct funding through the Washington State Conservation Commission and was exploring how to seek funding. Discussion followed this question.

Board Chair Sam Low asked how long the funding that Forterra NW has secured for the project to date would last. Ms. Hughes replied that Forterra NW had just signed a funding agreement with Forterra the Washington State Recreation Conservation Office (RCO) and that the funding would last through the end of 2022.

Board Member Ken Klein commented that County Executive Dave Sommers supports this project and that the land owner had several options to sell the property. He asked Ms. Hughes to describe the land owner's timeline. Ms. Hughes replied that she had been in regular communication with the owner Mr. Tillman but had not spoken recently due to the COVID-19 pandemic. She was aware that he was exploring his options on how to sell his property and she wanted to work with him to secure grant funding and enter into a purchase and sale agreement. Board Member Klein then briefed Board on the potential development of an agro-village project on property as an alternative route for Mr. Tillman. Discussion followed.

3. CF20-09 East Monroe Heritage Site Denise Johns, Senior Park Planner \$250,000.00 (See Attachment 5)

Denise Johns, Senior Park Planner, City of Monroe, presented the East Monroe Heritage Site. The site is 42.83 acres and includes unique features such as a 210 foot tall bluff, a salmon bearing oxbow channel, riparian wetlands, high quality salmon spawning and rearing habitat and the capacity for floodwater storage during high flow events.

The current owner purchased the property with the intent of developing the site for commercial use due to its proximity to downtown Monroe and visibility along U.S. Highway 2. A clearing and grading application has been submitted to the City of Monroe. If approved the seller plans to fill 11 acres of upland habitat to bring the site out of the floodplain. This would entail an estimated 60,000 cubic yards, 6,000 truckloads, to fill in the 11 acres.

The City is seeking to preserve the property as open space, provide interpretive signs, wildlife observation trails, and parking for the public. A trail system will connect the Monroe Heritage Site with the 90-acre Al Borlin Park located southwest of the property at the confluence of Woods Creek and the Skykomish River. Further downstream Al Borlin Park connects with the 32-acre Sky River Park. The three-park network provides for diverse recreation uses while conserving critical landscapes for the benefit of people, plants and wildlife. The site is ideal for passive recreation including bird watching, wildlife viewing and interpretive trails. The City is proposing to design and construct a small parking lot for access. Development will support an appropriate level of public access to the property such as natural trails to provide wildlife viewing, and interpretive signs to educate the community on the importance of off channel habitat. Through the City's parks and public works department the City could partner with educators from Monroe, Sultan and surrounding communities to coordinate service learning projects for students and teachers.

The funding request for this project is \$250,000 and there is project match funding in the amount of \$500,000 from a previous Conservation Futures program award. The City estimates that approximately \$1,550,000 will be needed to complete the project.

After the presentation, Board Chair Sam Low asked Ms. Johns about the previous \$500,000 in Conservation Futures program funding awarded for this project in 2018 and for an update on the acquisition of the property. Ms. Johns replied that the property owner had determined a different property value for the site than the City had. Also, the property owner was unsuccessful in rezoning the property and his grading permit was about to expire. She explained that the owner is still a willing seller, but the disagreement over the value of the property is the obstacle in completing the transaction. Discussion followed.

4. CF20-06 Chase Properties, Addition to Heybrook Ridge County Park Kevin Teague, Snohomish County Parks & Ann Darlington, President of Friends of Heybrook Ridge \$209,500.00 (See

Attachment 6.)

Kevin Teague, Senior Planner, Snohomish County Department of Parks, Recreation and Tourism, presented the Chase Properties Addition to Heybrook Ridge County Park project. The property is 16 acres consisting of 100 year old mixed forest on the top of Heybrook Ridge. The forest is made up of primarily native evergreen trees including Douglas Fir, Western Hemlock and Western Red Cedar. There are a few native deciduous trees primarily on the south forest edge along the power line easement. Those are mostly Big Leaf Maples with a few Red Alder interspersed. The great appeal to purchasing this property is that it adjoins Heybrook Ridge County Park.

There is a potential threat of the three parcels as the Town of Index is in a growth phase as more people discover the area and seek to acquire and build vacation properties. The acquisition of three contiguous 5.3 acre parcels, for a total of 16 acres, at the top and descending down the north side of Heybrook Ridge are intended to provide new trail opportunities and viewpoints to the west and north that will help disperse visitors who now experience crowding at the single trail destination, the south viewpoint now established at the top of the ridge. A new, short side-trail loop, heading southwest from the main trail would provide access to the new area.

The funding request for this project is \$209,500 and there is no match funding for this project.

After the presentation, members of the Board commented that Heybrook Ridge was a beautiful site and that this was a great proposed addition to the existing park.

5. CF20-01 Brekhus Riverfront Thomas Hartzell, Snohomish County Parks \$55,349.36 (See Attachment 7.)

Thomas Hartzell, Senior Planner, Snohomish County Department of Parks, Recreation and Tourism, presented the Brekhus Riverfront project. The site is 26.42 acres and is a working farm that produces hay for livestock and local dairies. The farm has been owned and operated by the Brekhus family as a working dairy farm for 150 years. The site offers passive recreational fishing, riparian habitat, and 2,500 linear feet of shoreline including the riverbed.

Mr. Brekhus and his family have retired from farming and are committed to seeing the farm remain in open space. This property preserves open space for public access and salmon restoration while also preserving trees that have been planted on the property and agricultural land in the short term (minimum 5 years). Mr. Brekhus has requested that the current agricultural lease continue while restoration is being pursued and the potential to continue agricultural production on a portion of the property, with future restoration, will be explored. Future restoration will be designed to incorporate continued public access and the shoreline and upland areas may be enhanced to support salmon recovery.

The funding request for this project is \$55,349.36 and there is no match funding for the project. However, Mr. Brekhus Landowner is willing to sell for the Open Space assessed value which is deeply reduced. Market value of the site is estimated to be \$200,000 higher than the agreed selling price.

After the presentation, Board Chair Sam Low commented that the proposed acquisition was a great project and a great value for the public.

6. CF20-04 Bear Creek Headwaters Kevin Teague, Snohomish County Parks \$381,250.00 (See Attachment 8.)

Kevin Teague, Senior Park Planner, Snohomish County Department of Parks, Recreation and Tourism, presented the Bear Creek Headwaters project. The proposed acquisition will acquire 10 acres of a 15 acre parcel and is highly sensitive wetlands that comprise the headwaters of Bear Creek. This property is located directly adjacent to the Paradise Valley Conservation Area (PVCA) and will contribute to the habitat values provided by the 793 of that property.

The prospect of development on this site is limited due to the sensitive nature of the wetlands. However, the current zoning does allow for the property to be subdivided if a developer was willing to mitigate for the impacts to the wetlands.

Acquisition will preserve this wetland area and also satisfy a conversion determination by the Recreation and Conservation Office (RCO) that requires replacement of 7.5 acres of property utilized by Farmer Frog for agriculture on the PVCA site. This acquisition should partially, if not completely, satisfy this replacement land requirement, subject to appraisals and RCO approval.

The funding request for this project is \$381,250 and there is no match funding for this project.

The Board had no questions on this project.

7. CF20-02 Catherine Creek-Centennial Trail Connection Thomas Hartzell, Snohomish County Parks \$341,250.00 (See Attachment 9.)

Thomas Hartzell, Senior Park Planner, Snohomish County Department of Parks, Recreation and Tourism, presented the Catherine Creek – Centennial Trail Connection project. The proposed acquisition is comprised of 42.5 acres of sensitive wetlands that drain from Lake Cassidy and feed Catherine Creek, a stream that supports resident cutthroat trout, Coho salmon, and the following threatened species: Bull Trout, Winter Steelhead, and Summer Steelhead.

Current zoning allows for the property to be subdivided and cluster development may be possible. Acquisition of this property will prevent future development and, by doing so, provide long-term protection of a significant portion of the Catherine Creek watershed.

The goals of this acquisition include protection of sensitive habitat, and connectivity from the Centennial Trail to the state owned 163 Corson Natural Area preserve. This acquisition is a phased approach, with the phase two property in a later Conservation Futures grant cycle. The owner owns 97 acres that he wishes to sell to the County. The project when complete would create a 260 acre nature preserve when phases 1 and 2 are acquired.

The funding request for this project is \$341,250 and there is no match funding for the project.

There were no questions from the Board for this project.

8. CF20-07 Laz Property, Addition to Flowing Lake Park Kevin Teague, Snohomish County Parks \$643,000.00 (See Attachment 10.)

Kevin Teague, Senior Park Planner, Snohomish County Department of Parks, Recreation and

Tourism, presented the Laz Property Addition to Flowing Lake County Park project. The property is 28 acres and is a portion of the former Flowing Lake Golf Course. The property is contiguous to the park on two of its boundaries. The property was once selectively cleared to create the golf course but stands of native trees remain interspersed throughout the grassy open areas once used as golf fairways. The large evergreen trees are predominantly Douglas Fir and Western Red Cedar. There are several small ponds and drainage ways that add to the picturesque quality of this landscape. The only structure within the area that is being acquired is a pedestrian bridge spanning a pond. This property is grassy, pasture-like open space with groupings of predominantly native second growth evergreen trees. There is also a mix of native deciduous trees and some deciduous understory plants. The grass areas used to be golf fairways but have not been mowed as such for many years. Now the owner grazes cattle on the property.

The Owner would like the land to be preserved in open space. The owner has received inquiries from potential developers to develop the site for residential housing. Purchasing this property will protect it from being developed into a single-family housing development and the land will be included with Flowing Lake Park and preserved as open space. The Parks Department proposes to use the acquisition to expand recreational opportunities at the existing park and to take pressure off of Flowing Lake, the main day use feature of the park.

The funding request for this project is \$643,000 and there is no match funding for the project.

Following the presentation, Board Member Ken Klein asked about the zoning of the site and also the surrounding land uses of the site. Mr. Teague answered that the site is zoned R5, small lots and clustered developments and noted that there have been several housing developments in the immediate area.

Board Chair Sam Low asked how many acres the site was and if it was 1 or multiple parcels. Mr. Teague replied that the site was 1, 28 acre parcel. Staff Member Kye Iris added that a boundary line adjustment would be needed to segregate the parcel.

9. CF20-08 Regional Trail Inholdings Kevin Teague, Snohomish County Parks \$300,000.00 (See Attachment 11.)

Kevin Teague, Senior Park Planner, Snohomish County Department of Parks, Recreation and Tourism, presented the Regional Trail Inholdings project. This project proposal if funded could acquire up to 30 acres of property inholdings along several trail corridors in the planning or development stages. These trail corridors, Monroe to the south County line and Everett to Snohomish, are almost entirely held in public ownership with the exception of several privately owned inholdings. These inholdings have been identified as a high priority for acquisition as the County prepares for future design and construction phases of these vital regional trail systems.

Failure to acquire inholdings in each of the trail corridors will result in the need to reroute a trail and may result in a trail not being built. The goal of this project is to identify and acquire all private inholdings by negotiating with willing landowners within these corridors. If successful, this project will provide a contiguous regional trail corridor under public ownership. These private inholdings have been identified as critical junctions necessary to move to design and construction phases. This project bank funding for purchase of in-holding properties along corridor as they become available.

The funding request for this project is \$300,000 and there is no match funding for this project.

After the presentation Board Chair Sam Low asked whether there was a negotiated price for Golden Eagle Farms. Mr. Teague replied no, Parks Staff are beginning negotiations with the land owners. Staff Member Kye Iris confirmed that Parks was preparing to contact the land owner.

Board Member Carla Nichols commented that the regional trails in Snohomish County have a huge positive impact on the community and are very popular and she looks forward to the completion of the trail corridors described in this project proposal.

Board Member Ken Klein asked about the Snohomish to Everett trail and wondered if BNSF is the owner of one of the properties along that corridor. Mr. Teague replied that the BNSF property was located within the City of Everett, so the City would be working to acquire that segment of the trail corridor.

H. BREAK FOR BOARD MEMBER SCORING

Board

After hearing grant presentations, the Board deliberated.

I. APPLICATION REVIEW

Staff/Board

Following deliberations, the Board ranked the project proposals in order of priority and made a recommendation for grant funding to be forwarded to the Snohomish County Council for consideration. (See Attachment 12.)

Board Member Stephanie Wright moved that the top 5 ranked projects be funded. Board Member Ken Klein seconded, the vote was unanimous and the motion carried.

The top 5 ranked projects were Brekhus Riverfront, Catherine Creek-Centennial Trail Connection, Darrington Recreation Connection, Tillman Farm Conservation Easement, and the Regional Trail Inholdings. (See attachment 12.)

J. COMMENTS FROM THE BOARD

Board

Board Member Carla thanked all of the presenters for their efforts and asked that at the next meeting, the Board and Staff revisit how grant presentations are structured so that they are not a recitation of the same information as the grant applications. Staff agreed to add this to the next meeting agenda.

K. ADJOURN

Chairperson

Board Chair adjourned the meeting at 8:08 PM.

ATTACHMENTS:

- Attachment 1 – February 25, 2020 Regular Meeting Minutes
- Attachment 2 – Conservation Futures Project Status Report
- Attachment 3 – CF20-03 Darrington Recreation Connection
- Attachment 4 – CF20-05 Tillman Farm Conservation Easement
- Attachment 5 – CF20-09 East Monroe Heritage Site
- Attachment 6 – CF20-06 Chase Properties, Addition to Heybrook Ridge County Park
- Attachment 7 – CF20-01 Brekhus Riverfront

- Attachment 8 – CF20-04 Bear Creek Headwaters
- Attachment 9 – CF20-02 Catherine Creek-Centennial Trail Connection
- Attachment 10 – CF20-07 Laz Property, Addition to Flowing Lake Park
- Attachment 11 – CF20-08 Regional Trail Inholdings
- Attachment 12 – CFPA Board 2020 Funding Recommendation to SCC

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.mccconnell@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.mccconnell@snoco.org.

Attachment 1 – February 25, 2020 Regular Meeting Minutes

**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM ADVISORY BOARD**

FEBRUARY 25, 2019 REGULAR MEETING MINUTES

5:30 P.M. – 6:40 P.M.

**Willis D. Tucker Community
Park, 6705 Puget Park Drive,
Snohomish, WA**

Members Present: County Council Member **Stephanie Wright**, County Council Member **Sam Low**, County Executive Representative **Ken Klein**, Large City Representative **Kyoko Matsumoto-Wright**, Small City Representative **Carla Nichols**, and Community Representative **Mark Craven**

Members Absent: Community Representative **Mark Spada**

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

Guests Present: **Denise Johns**, Senior Parks Planner, City of Monroe, **Tom Teigen**, Director, Snohomish County Department of Parks, Recreation & Tourism

1. CALL TO ORDER

Vice Chair Sam Low called the meeting to order at 5:40 p.m.

2. INTRODUCTION OF BOARD MEMBERS

Board members, staff and guests introduced themselves.

3. ELECTION OF 2020 BOARD CHAIR AND VICE CHAIR

Vice Chair Sam Low opened the floor for nominations for the positions of 2020 Chair and Vice Chair.

Board Member Mark Craven nominated Vice Chair Sam Low for the position of 2020 Board Chair. The nomination was seconded by Board Member Carla Nichols, and the vote was 5 in favor with Sam Low abstaining.

Board Member Ken Klein nominated Board Member Stephanie Wright for the position of 2020 Vice Chair. The nomination was seconded by Board Chair Sam Low and the vote was 5 in favor with Stephanie Wright abstaining.

4. APPROVAL OF MINUTES

Board Chair Sam Low asked for additions or corrections to the minutes for the June 5, 2019 meeting. There were no additions or corrections. Board Member Ken Klein moved to accept the minutes as written, Board Member Carla Nichols seconded and the vote was 4 in favor, 0 opposed (two Board Members were absent for the vote).

5. PUBLIC COMMENT

Board Chair Sam Low asked for public comments. No public comments were offered.

6. ADMINISTRATIVE

a. Boards and Commissions Training and Use of County Email

Staff Member David McConnell discussed Snohomish County's required Board Member training and let the Board know that training materials in the form of a PowerPoint presentation created by the Snohomish County Executive's office had been sent to each of the board members. Board Members should review the presentation and then send a reply email back to Mr. McConnell indicating that they had completed the training (**Attachment A**).

Mr. McConnell also reminded the Board that when communicating as Board Members that they are conducting County business and that all County business communication should be completed using County email accounts. If board members have problems logging into their county email accounts they should contact the Snohomish County IT department at (425) 388-3378 and also contact Mr. McConnell. Board members also should log into their County email every 30 days at minimum to avoid having to reset their passwords each time they log in.

b. Set Dates for Winter and Spring Regular Board Meetings

Mr. McConnell asked the Board to consider setting standing dates for its two annual meetings and explained that scheduling meetings was taking longer than necessary. After discussion, the Board agreed by consensus to set the dates for the regular, annual winter and spring meetings. It was agreed that the winter regular meeting should occur on the last Tuesday of February and that the spring regular meeting should occur on the first Tuesday in June. Special meetings will be scheduled and held on an as-needed basis. The Board also agreed to ask Staff to determine the location for future meetings as appropriate.

7. STATUS OF CURRENT 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 – See handout

a. CF17-05 Shelton View Forest Acquisition, City of Bothell

There has been no change in the status of this project since the last meeting of the Board. The City is completing an appraisal and is in negotiations with the landowner.

b. CF18-01 Deer Creek Park, Town of Woodway

This project has been canceled and the funds have been returned to the fund balance.

c. CF18-02 Terrace Creek Park Addition, City of Mountlake Terrace

Board Member Kyoko Matsumoto-Wright reported that the City has closed on the acquisition and the project is complete.

d. CF18-03 Reiner Farm, PCC Farmland Trust

PCC Farmland Trust has completed the purchase of the property and is currently working on completing a survey and resolving boundary issues. PCC Farmland Trust will be selling the riverfront portion of the property to the Tulalip Tribe. The Conservation Futures program will reimburse PCC Farmland Trust for the acquisition once the boundary line adjustment has been completed.

e. CF18-07 East Monroe Heritage Site, City of Monroe

Denise Johns, Senior Planner for the City of Monroe updated the Board on the City of Monroe's project and reported that the City is still in negotiations with the landowner. Ms. Johns further reported that the

City needed to return the project match, which was provided through the Washington State Recreation Conservation Office (RCO) Land and Water Conservation Fund, but will be reapplying for additional state funding to complete the acquisition.

f. CF19-02 PSE Corridor, Snohomish County Parks

Snohomish County is completing the appraisal review for this acquisition.

g. CF19-03 French Slough Farm, PCC Farmland Trust

PCC Farmland Trust has secured match funding through Federal grant sources and is waiting for the Natural Resources Conservation Service (NRCS) to complete its portion of the process.

h. CF19-04 Miller Pond, Snohomish County Parks – appraisal review & negotiations

Snohomish County is completing the appraisal review for this acquisition.

i. CF19-05 Lund's Gulch – McCrary Acquisition, City of Lynnwood

The City is preparing to close on the acquisition.

Board Chair Sam Low asked Staff to forward notifications to members of the board for ribbon cuttings and grand openings when received so board members could attend.

8. DISCUSSION ITEMS

a. Review of Program Fund Balance and Possible 2020 Grant Round

Staff Member Sharon Swan updated the Board on the Conservation Futures Program fund balance and reported that there was approximately 1.9 million in funding for the Board to recommend for funding if the Board chose to do a grant round in 2020. Discussion followed and the Board agreed to open a grant round in 2020. The grant application package will be advertised and released in mid-March (3/15/2020) and will be due in mid-May (5/15/2020). The Board will tour the proposed acquisitions on May 29th 2020 and will meet on June 2nd and 3rd 2020 to hear grant presentations, deliberate and make a funding recommendation to the Snohomish County Council.

b. Item from Board Member Ken Klein – Request for Boundary Line Adjustment, City of Stanwood's Ovenell Park Property

Board Member Ken Klein asked Board Chair Sam Low if he could add a discussion item to the agenda. The Chair agreed. Mr. Klein described a request from Mayor Leonard Kelley from the City of Stanwood for a boundary line adjustment to the City's Ovenell Park property. The Ovenell Park was acquired with funding from the Conservation Futures program and other sources. During the acquisition process, a property boundary survey was not completed and during development of the park, the City installed a fence on what they believed to be the property line (**Attachment C**). Subsequently, the City and the neighboring property owner discovered the error and are trying to resolve the issue by completing a boundary line adjustment (BLA). The City is requesting permission from the Board to complete the BLA, resolve the issue and avoid litigation. Discussion followed.

After discussion, the Board agreed by consensus to table the issue until the next regular meeting and asked Staff to research the situation and recommend options for the Board to consider. Staff Member Kye Iris also recommended that in the future, the Board require grant applicants to obtain a boundary line survey as part of the acquisition process. This is not currently part of the acquisition process.

c. Item from Director Tom Teigen, Snohomish County Department of Parks, Recreation and Tourism re State Law Update related to Use of Conservation Futures Program Funding for Maintenance and

Operations

Director Tom Teigen asked Board Chair Sam Low if he could bring an additional discussion item to the Board to consider. The Chair agreed and Mr. Teigen described a change to Washington State Law that affects expenditures of Conservation Futures program funding for maintenance and operation. Prior to the change, entities could spend up to 15% of annual funding collected on maintenance and operation of existing sites acquired with Conservation Futures funding. After the change to state law, up to 25% of annual funding can be used for that purpose. Mr. Teigen explained that Snohomish County still uses slightly less than 15% for this purpose and asked the Board to consider updating Snohomish County Code to allow County allocation up to the state law allowed limit. Expenditure to the full 25% would not necessarily be implemented, but the code change would allow increases to occur to support maintenance and operation of Conservation Futures acquired properties. Discussion Followed.

After discussion, the Board agreed by consensus that Staff should research the matter further and report back to the Board when appropriate.

9. COMMENTS FROM THE BOARD

Board Member Carla Nichols asked Staff if they could make sure that the map showing the distribution of Conservation Futures program funded projects be brought to the June meeting when the Board hears grant application proposals. Staff agreed to bring the map to the June meeting.

10. ADJOURN

Board Chair Sam Low adjourned the meeting at 6:40 p.m.

ATTACHMENTS:

Attachment A – Boards and Commissions Training PowerPoint

Attachment B – Conservation Futures Program Administrative Status Report

Attachment C – Graphic, Request for Boundary Line Adjustment, City of Stanwood's Ovenell Park Property

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Attachment 2 – Conservation Futures Project Status Report

CONSERVATION FUTURES STATUS REPORT, June 25, 2020

SPONSOR	PROJECT	FUNDING	FUND MOTION	ILA/CONTRACT STATUS	ILA MOTION/PSA	Current Status
City of Bothell	Shelton View Forest, CF 17-05	\$1,000,000	Motion No. 17-125 Approved April 26, 2017	ILA to City for its review 5/18/17, Received	ILA Motion 17-362 12-20-17	In progress – Completed appraisal. Ongoing negotiations with land owner.
PCC Farmland Trust	Reiner Farm, CF 18-03	\$424,250	Motion 18-229 Approved August 1, 2018	Waiting for Project Sponsor	Motion 18-229	Purchase completed by PCC, Working on survey/ boundary issues. ILA pending
City of Monroe	East Monroe Heritage Site, CF 18-07	\$500,000	Motion 18-229 Approved August 1, 2018	Waiting for Project Sponsor	Motion 18-229	Landowner negotiations in process. LWCF Match returned. May be seeking additional funding
City of Lynnwood	Lund's Gulch: McCrary Acquisition, CF19-05	\$124,500.00	Motion 19-193	ILA Executed 1/17/2020		Preparation for Due diligence Real Property
Snohomish County Parks	Miller Pond, CF19-04	\$305,650.00	Motion 19-193	N/A		Purchase and Sale awaiting signed. Escrow opened. Closing July 2020
Snohomish County Parks	Puget Sound Energy Corridor, CF19-02	\$250,000.00	Motion 19-193	N/A		Offer submitted. In negotiations on Purchase and Sale Agreement. Signatures forthcoming by end of June
PCC Farmland Trust	French Slough Farm, CF19-03	\$625,040.00	Motion 19-193	Waiting for Project Sponsor		Match funding secured/ waiting for NRCS
City of Everett	Clark Acquisition, CF19-06	\$200,000.00	Motion 19-193	ILA to City for Signature		ILA to be signed. Closing scheduled July 2020

Attachment 3 – CF20-03 Darrington Recreation Connection

Darrington Recreation Connection Project

A Project of:



Project Highlights

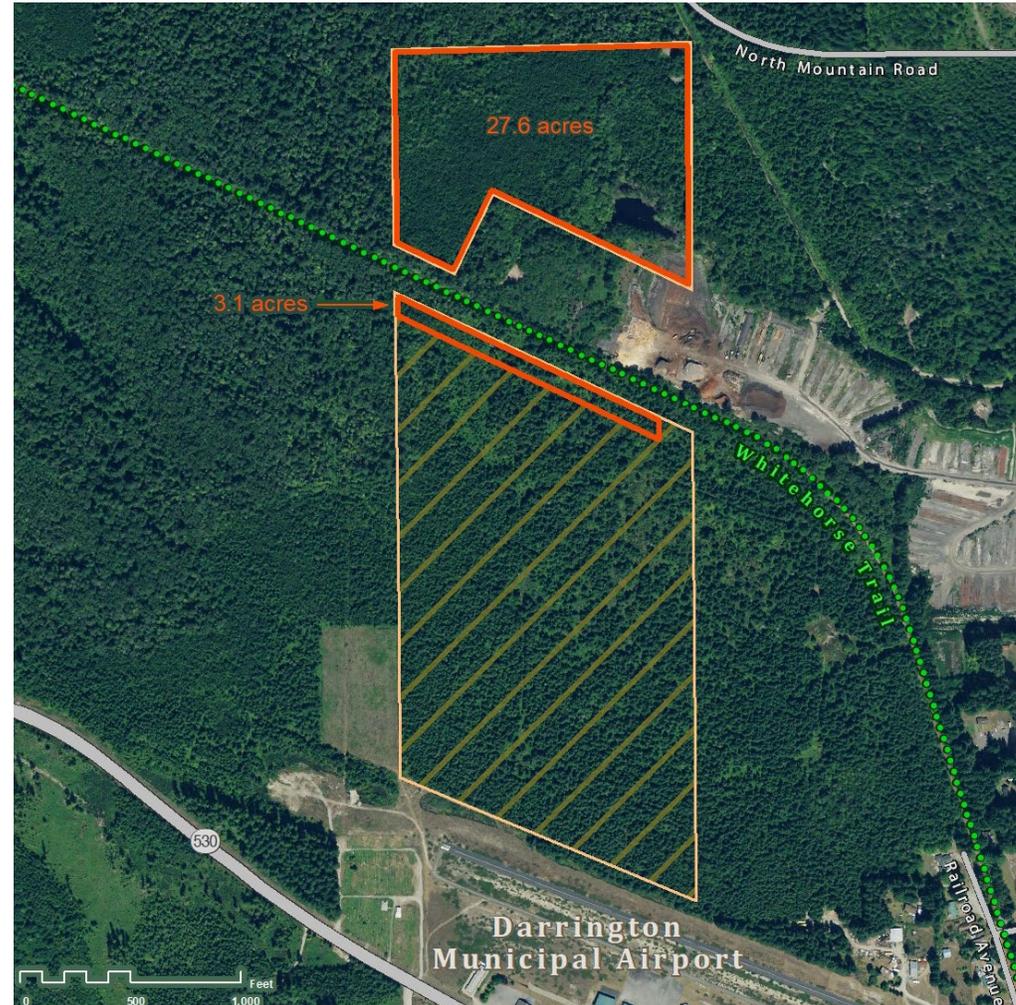
Project Partners

- Forterra
- Glacier Peak Institute
- WSU, Snohomish County Extension

Project Benefits

- Conserve 30-acres of forested wetlands
- Achieve a recreation connectivity
- Create education opportunities

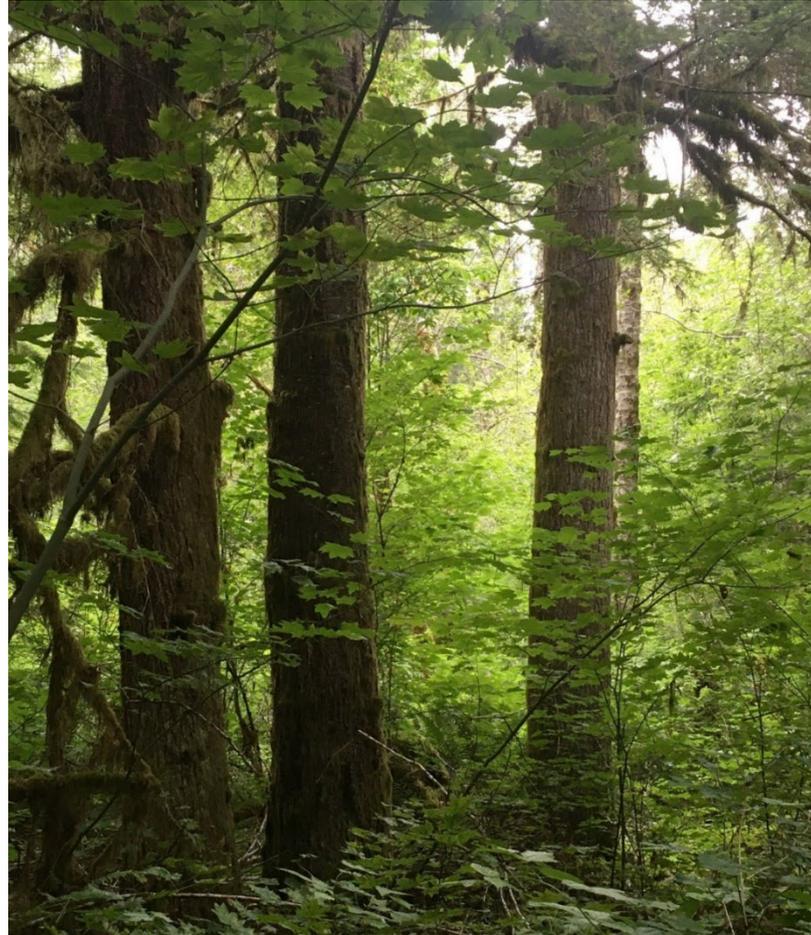
Project Location



Preserving Open Space, Passive Recreation and Timberlands (C1)

- Conserve 30-acres of forested wetlands
- Diverse forest and understory
- Located in river valley
- Invasive species removal to improve forest health

Photo: Property Forest
Credit: Dan Rankin



Pressure from Development (C2)

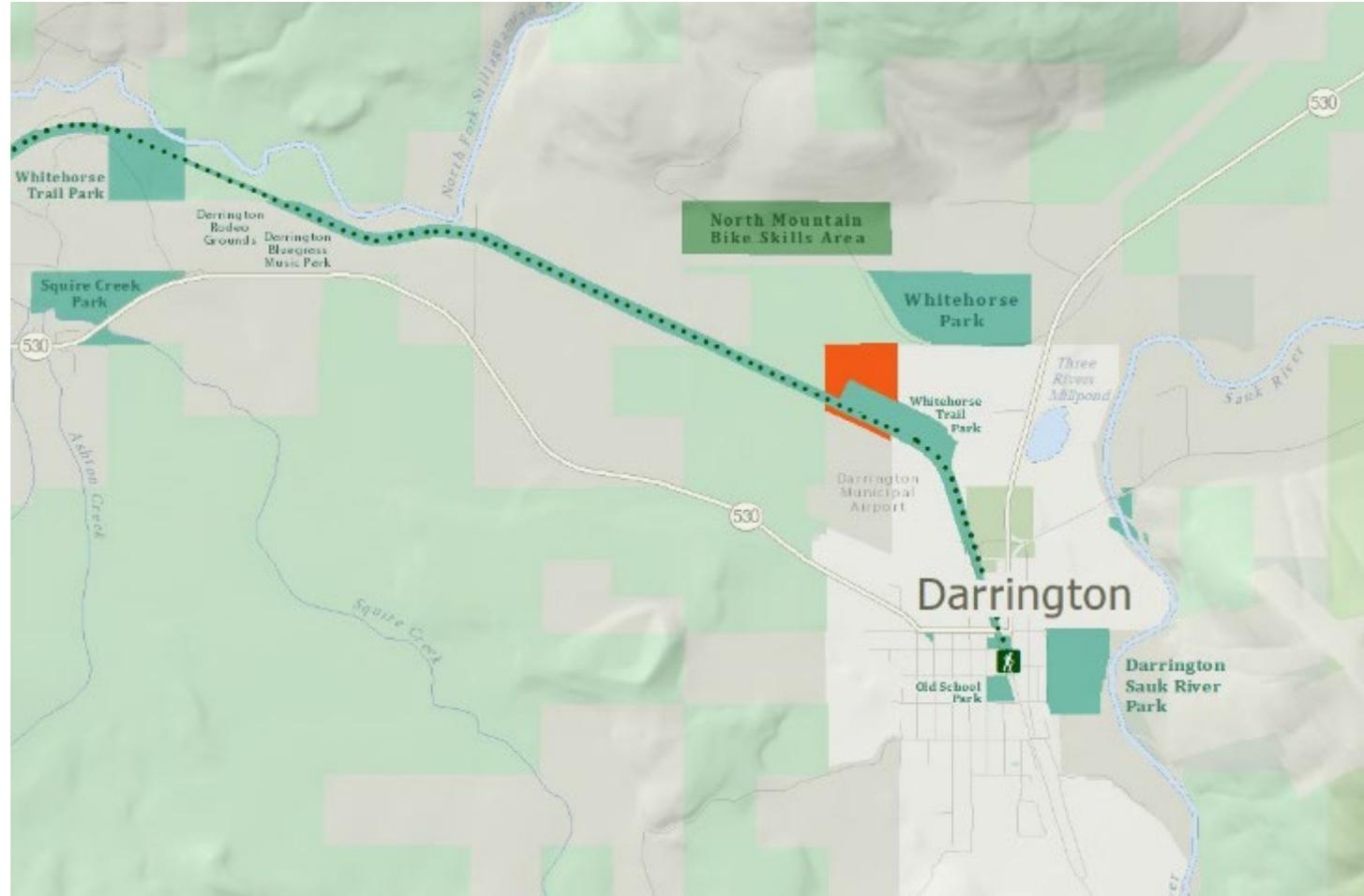
- Zoned Industrial
- Current owner is Grandy Lake, an international timber corporation
- Flanked on several sides by forest industry uses

Photo: Property Wetland Pond
Credit: Dan Rankin



Linking Trails, Recreation and Natural Areas (C3)

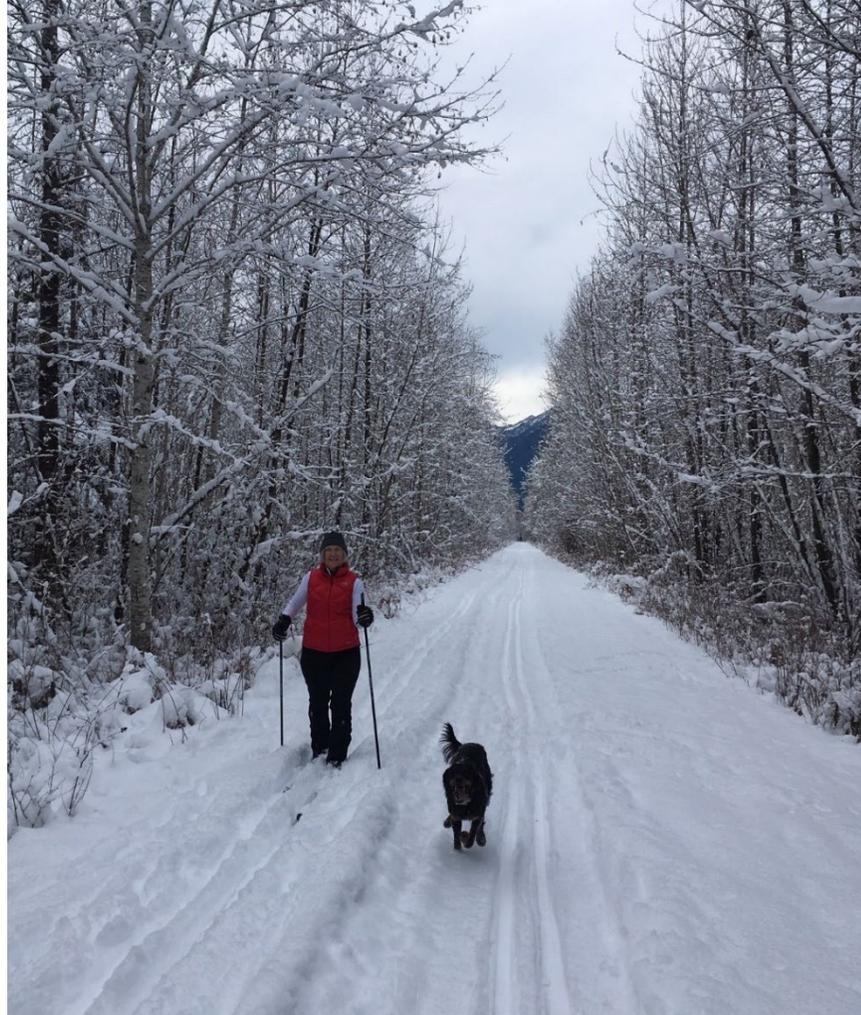
- Recreation Hub
- Project bisects Whitehorse Trail
- Connection to Whitehorse Park and future amenities in planning



Critical Link in Regional Planning (C4)

- Darrington's 2015 Comprehensive Plan
- Snohomish County Park and Recreation Element of the GMA Comprehensive Plan, June 2015

Photo: Whitehorse Trail
Credit: Dan Rankin



Expanding Conservation in Darrington to Support Environmental Education (C5)

Previous Conservation Futures Projects:

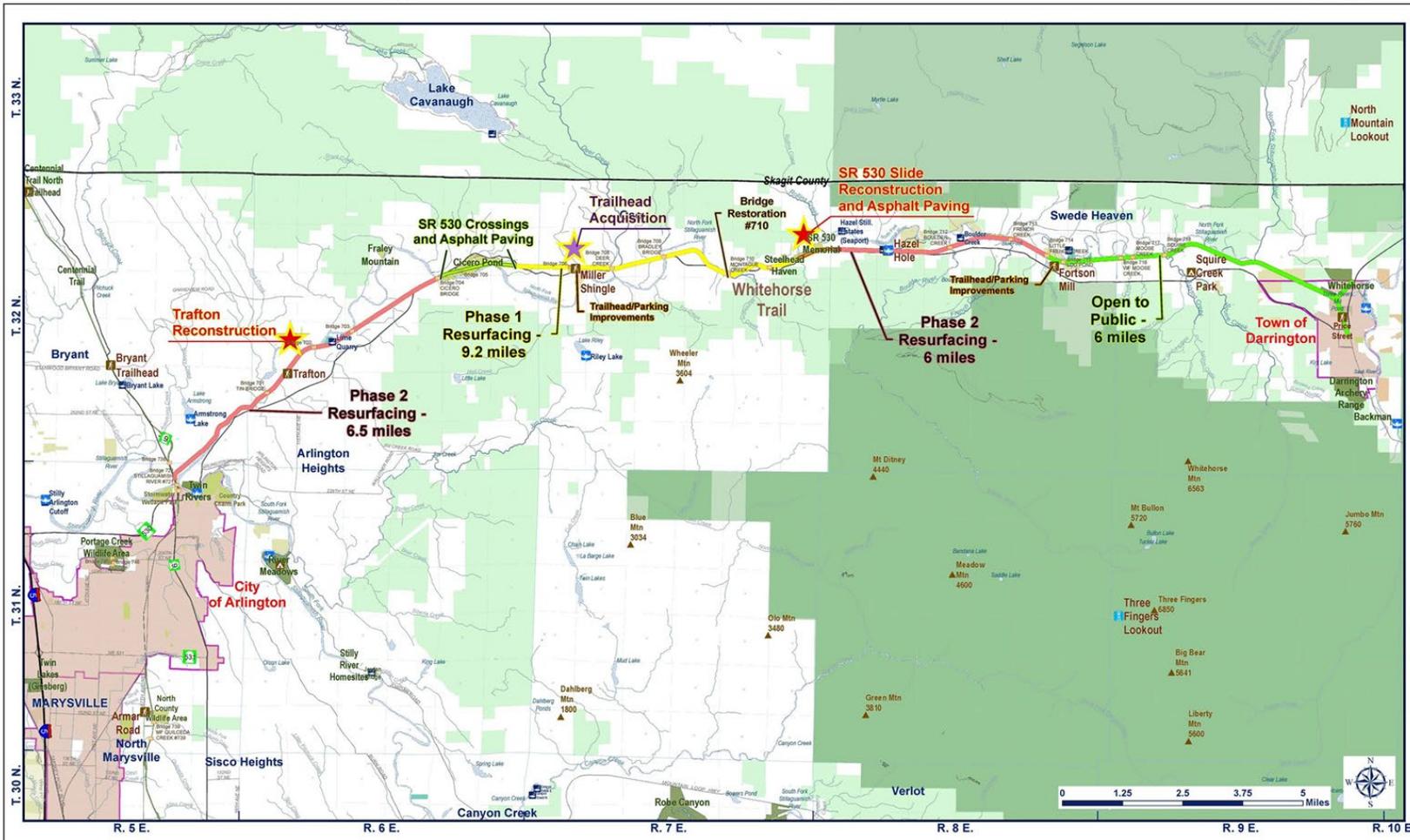
- 18-acres on Sauk River
- Parcel adjacent to Whitehorse Trail
- Conservation enhances environmental education for Darrington and regional youth

Photo: Student Outdoor Ed with GPI
Credit: Oak Rankin



Securing the Nexus Point for Public Access (C6)

Whitehorse Regional Trail Development Phase I and II



Implementing Darrington's Open Space Policy (C7)

Darrington's Comprehensive Plan:

- Connects parks and trails
- Providing access to open spaces
- Create a network for recreation
- Safe pathway from town



Photo: Property by Whitehorse Trail
Credit: Dan Rankin

Multi-Jurisdictional Benefit (C8)

- Department of Natural Resources
- Snohomish County Parks
- Town of Darrington



Photo: DNR Mountain Biking

Credit: Bob Carrasca

Public Use and Enjoyment (C9)

Planning for Public Benefit

- Conservation
- Sustainable forest management
- Public education
- Outdoor learning
- Passive recreation



Photo: Student Planning with GPI
Credit: Oak Rankin

A Truly Unique Opportunity (C10)

Let's conserve the missing link.

Photo: Property Forest
Credit: Dan Rankin





Thank you

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: WHITEHORSE TRAIL ACQUISITION

PROJECT SPONSOR: TOWN OF DARRINGTON

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20 - 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 (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)	x
7	1. Option Agreement	x
8	2. Notice of Option Extension	x
9	3. Assignment Agreement	x
10	4. Preliminary Title Report	x
11	5. Conservation Parcel Map	x
12	6. Open Space Connectivity Map	x
13	7. Vicinity Map	x
14	8. Match Documentation	x

2. EXISTING CONDITIONS:

Number of Parcels: 1 Total Acres: 94-acres total, 30-acres for Conservation
 Addition to Existing Site: YES ___ NO X
 Current Zoning: Heavy Industrial
 List Existing Structures/Facilities: none
 Current Use: Timber
 Waterfront? (name of body of water): no
 Shoreline? (lineal ft.): no
 Owner of Tidelands/Shoreline (State or private): n/a

3. CURRENT OWNERSHIP:

Current Owner(s): GRANDY LAKE FOREST ASSOCIATES LLC
 Is the property owner a willing seller? YES* X NO ___

Forterra NW, a Washington nonprofit corporation, is currently holding an option for the purchase of the project site at a purchase price fixed at \$400,000. Forterra intends to retain the option until the Town has secured adequate funding for the project. Forterra and the Town have in turn entered into an Assignment Agreement pursuant to which Forterra has agreed to assign its rights under the option contract to the Town so that the Town can acquire the property directly from the current owner. To document the willing seller, attached are:

1. Signed Option Agreement between Grandy Lake Forest Associates LLC and Forterra.
2. Notice and confirmation of Forterra exercising its right to extend the Option Term until December 31, 2020.
3. Assignment Agreement between Forterra and the Town of Darrington.

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 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:

Please provide a summary paragraph describing the proposed project and how the site will be used. 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.

The Town of Darrington is working to purchase a 94-acre site to develop a green minded industrial center for wood products and education – the Darrington Wood Innovation Center. We want to set aside approximately 30-acres for conservation and passive recreation through the Conservation Futures Program. The resulting benefit would include protecting unique habitats and timberlands, increasing recreation opportunities, creating opportunities for environmental education, and contributing to the open space complex that surrounds it.

The property is located in Darrington, east of town and bisects the Whitehorse Trail. The property's current and historic use is timberlands, as it was first logged in the 1920's and again in the 1990's. The majority of the 30-acre conservation portion of the property is forested wetland which is a unique environment, which we discuss in detail later in this application, and will benefit from restoration work. The adjacent parcels include industrial activities and lands managed for timber. The northeast corner of the property connects with the Whitehorse Community Park. This project would create a long desired opportunity to connect the Whitehorse Trail to the Whitehorse Community Park. The new trail as proposed would connect downtown Darrington with the County Park and DNR trail system while avoiding SR 530 which will increase safety for individuals and families. Whereas Snohomish County Parks and Recreation plan to put in a campground at the Whitehorse Park, the planned trail would be vital to connecting the park to the Whitehorse Trail and the greater Darrington community and shopping.

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 long-term property manager of site will be the owner, the Town of Darrington. This 30-acre piece of the 94-acre Darrington Wood Innovation Center's campus will be dedicated to open space, conservation, passive recreation and importantly, education in several forms. The Town plans to utilize this portion of the site to benefit K-12 and secondary programs including WSU Snohomish County Extension, Darrington School District and the non-profit STEM education

program, Glacier Peak Institute. This site avails itself to numerous educational benefits from ecology to forestry and to climate change with unique opportunities to study its overarching affects over time. With the addition of the new trail between Whitehorse Community Park and Whitehorse Trail, there are ample opportunities to add to the public education regarding the values of forests wetlands and the unique ecosystem through interpretive signage.

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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$400 000	Acquisition cost for 94-acres
PROPERTY COSTS SUBTOTAL:	\$ 400,000	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes	\$6,125	Real estate excise taxes
Appraisal review		
Appraisal(s)	\$7,380	Complete
Baseline inventory	\$3,000	
Boundary survey	\$4,000	To delineate 30-acre Conservation Area, full property survey complete.
Closing (escrow/recording fees)	\$3,500	
Cultural resources study	\$12,000	Complete
Demolition	n/a	
Fencing	n/a	
Hazardous subsidence report	\$5,000	
Noxious weed control		
Other (New Trail Planning and Design)	\$20,000	
Signage		
Title reports/insurance	\$1,101	Complete
Wetland delineation	\$16,000	Complete
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$	
TOTAL PROJECT COST (Property and Incidental):	\$ 483,106	Total acquisition investment and trail planning.
MATCH (cash and/or donation) – deduct from total project cost*	[\$ 326,106]	Attached
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$ 157,000	For the 30-acre conservation portion of the property, \$133k reflects 1/3 of the total purchase; \$4k for conservation boundary survey; \$20k for trail planning and design.
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	32.5%	

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?

As development grows around this site the Town of Darrington wants to set aside the approximate 30-acres for conservation and passive recreation through the Conservation Futures Program. The resulting benefit would include protecting unique habitats and timberlands, increasing recreation, creating opportunities for environmental education, and contributing to the open space complex that surrounds it.

The property is located in Darrington's GMA, North West of town and bisects the Whitehorse Trail. The property's current and historic use is timberlands. The underlying zoning for this property is industrial. There is a large industrial complex to immediate east (Hampton Mill) and a pending complex to the south. To the north and west, property is owned by the Washington Department of Natural Resources (DNR) who is managing the land for timber. The Sauk-Suiattle Indian Tribe owns an adjacent 50-acres to the east. The northeast corner of the property connects with the Whitehorse Community Park.

The 30-acre Conservation piece of the property sits on a unique habitat saddled between the Sauk and Stillaguamish river drainages. Approximately 15,000 years ago, the Sauk River flowed into the wider Stillaguamish valley. A lahar from a Glacier Peak eruption blocked the drainage forcing the Sauk to flow north into the Skagit River instead. The sandy soil left by the lahar created a large flat forested wetland where the river once flowed. In this ecosystem birch, aspen and white pine trees are common but are rare in the rest of the area, especially in relationship to each other. According to botanist Mignonne Bivin from North Cascades National Park, this is one of the farthest west stands of quaking aspen and this ecosystem may have been more widespread before European development in Western Washington. While these trees are growing well on the property, parts face pressure from invasive species like scotch broom and Himalayan blackberry whose removal would greatly improve the forests health.

In concert with restoration the Town plans to fully utilize the property's diverse passive recreation and education opportunities. Developing a walking, biking and equestrian trail through the property that connects the Whitehorse Trail with the North Mountain Bike Trail

and Whitehorse Community Park. This will allow more passive enjoyment of the surrounding open spaces as well as give people access to enjoying the property itself as a piece of natural landscape. By working with our education partners we will involve youth in removing the invasive species and restore the ecosystem with native plants. After which the trail and the site can serve as an educational classroom for both passersby and organized groups.

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

This property is facing pressure from all side and putting the land into the Conservation Futures Program would be a timely action. As stated in Criteria 1, this unique 30-acre property is flanked by forest-based industries on all sides except for the connection to the Whitehorse Community Park. The current owner of the property, Grandy Lake, is an international timber corporation who is looking to sell the land. With the underlying industrial zoning, this space could be used in a multitude of ways. By securing the property through the Conservation Futures Program, the Town would steward the land and ensure its continued use as forestland while also enhancing passive recreation. No negative degradation would occur to this vital landscape.

Forterra NW, a Washington nonprofit corporation, currently has an option to purchase the 94-acres property. Forterra and the Town have entered into an Assignment Agreement pursuant to which Forterra has agreed to assign its rights under the option contract to the Town so that the Town can actually acquire the property directly from the current owner Grandy Lakes.

The property is also unique in its ability to connect open spaces for passive enjoyment. This is the only piece of available property for connecting the Whitehorse Trail to the North Mountain Bike trails and Whitehorse Community Park.

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

Surrounded by the mountains and rivers of the North Cascades, Darrington is a growing recreation hub with amenities that benefit residents and draw visitors from afar wanting to enjoy the natural habitat. This project sits at a unique nexus point connecting people and ecosystems.

The project location bisects with Whitehorse Trail, a 27-mile long former Northern Pacific Railway right-of-way that was repurposed into a scenic recreational trail that connects the Town of Darrington to Arlington. The Whitehorse Trail runs through the south end of the Conservation portion of the property, and the Conservation purchase would also include a 100'-deep trail corridor south of the trail. By conserving these portions of trail, the recreational opportunity is enhanced by assuring the greenspace will be maintained.

This project would create a long desired opportunity to connect the Whitehorse Trail to the Whitehorse Community Park. The County Park is over 80 acres and currently offers ball fields and passive recreation, but enhancements are being planned. The community envisions further

development of amenities, including camping opportunities. The park also serves as a hub for the mountain bike trail system on DNR land. A new trail would be established to connect the Whitehorse Trail to these additional recreation opportunities. Notably, the Whitehorse Trailhead is located in Darrington (See Open Space Connectivity Map). With the new trail in place, a more complete recreation network would be created, building a safe and car-free connection from Darrington to the County Park and DNR trail system.

Most of the conserved lands in and around Darrington have focused on protecting river corridors and high elevation ecosystems. This property would uniquely preserve timbered wetland at the valley bottom and in the future offer an intact forest stand not involved in timber harvest rotations. In addition, this property sits between two major river drainages and offers a unique ability to help connect the movement of animals between rivers and mountains separated by these river systems.

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

This acquisition fits into a larger ongoing project to build access to recreation opportunities and open spaces in the area. Over the past several decades, a concerted investment in land and infrastructure from multiple governments has taken place to help people recreate in East Snohomish County. The Town of Darrington and Snohomish County are only two of the many important players working to implement a larger vision of outdoor access in connection to this project.

Darrington's 2015 Comprehensive Plan outlines the community's goal to expand recreation opportunities for locals and tourists. A trail will be built across the property to connect extensive trail systems designed for hiking, biking and equestrian activities. As the Town intends to develop only a small portion of the site as a passive trail system and actively restore the majority, infrastructure investment dollars will be pursued in small grant opportunities and in collaboration with our education partners.

This acquisition and future new access trail to the Whitehorse Trail aligns with and helps implement the Snohomish County Park and Recreation Element of the GMA Comprehensive Plan, June 2015. This "Park Element" was intended to review progress toward achieving Snohomish County Parks' mission, look ahead to future needs and identify strategies for continuing to realize Parks' mission. Current stakeholder, public recreation interests and the general public were extensively solicited through a variety of mediums including public meetings, presentations to stakeholder groups, surveys via email and letter mail, and briefings to County Boards, Commissions and Councils.

Below are a few passages from the Plan.

- "The Whitehorse Recreation Corridor is defined by the Whitehorse Trail, which stretches from the City of Arlington to the Town of Darrington and links to the Centennial Trail at

its western terminus. Currently, approximately seven miles of this trail are open adjacent to the Town of Darrington. Development of the remainder of this corridor is a priority and it is envisioned that the trail will provide mixed use access and may include camping opportunities at some of the trailheads.”

- “Trails are extremely popular and continuing to provide trail opportunities should be a priority. There is significant interest in opening the Whitehorse Trail.”
- “Acquire and develop trailheads on all Regional Trails at a minimum spacing of 2 – 6 miles apart.”
- The public outreach process in creating this Plan determined that the number one demand was to, “Provide an integrated system of passive and active parks and open spaces and trails.”

This project would help achieve these goals and objectives by, (1) creating a new access point to the Whitehorse Trail within the Whitehorse Recreational Corridor, (2) providing added trail and trail access which is in high demand, and (3) integrating an existing system of passive and active parks and open spaces and trails.

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

The Town has been successful in conserving key properties that enhance the livability and health of our community, both for those who live here and for visitors too. The Town of Darrington has received two previous Conservation Future program awards that have resulted in preserving 18-acres of property on the Sauk River. An additional Conservation Future program award allowed the town to secure a parcel adjacent to Whitehorse Trail within city limits. These project continue to live up to expectations under this program.

The Darrington School District and other educational resources in our community continue to strive to educate our youth through a conservation and environmental lenses. There are tremendous opportunities for expeditionary learning in Darrington. With easy access to numerous outdoor classroom opportunities in town, youth are learning through the natural resources that have been preserved right in their community.

1. Washington State University Snohomish County Extension currently provides adult education to small-forest land owners in Snohomish County through its WSU Extension Forestry program. The mission of the Extension Forestry program is to provide the education and resources necessary for small-forest landowners to responsibly manage their forests to meet varied management objectives, while maintaining healthy and resilient forests, and creating a new generation of forest stewards. This proposal would allow an expansion of these operations to provide enhanced educational opportunities to forest landowners, forest managers, youth, and small-business owners (See Question 9). While these opportunities would be centered in the Darrington community, they would provide valuable region-wide teaching examples and benefits.

2. Glacier Peak Institute (GPI), a non-profit based in Darrington, is currently providing action-based education to build resilient rural communities and ecosystems encompassing the Glacier Peak region. Access to additional outdoor learning spaces will allow GPI to provide more opportunities for youth in rural and urban communities to connect with natural environments. GPI's ability to bridge the gap between the traditional classroom learning and outdoor experiences will only be enhanced and expanded if this space is accessible. In addition, GPI has a network of educational, business, community, youth, nonprofit, and tribal stakeholders that all work to enhance the outdoor educational opportunities for WA youth.

3. The Washington State University Snohomish County Extension 4-H program is an established program in Snohomish County, and in the state of Washington, that has numerous resources that can be leveraged, and an infrastructure that can complement this project. Snohomish County 4-H has more than 350 adult volunteers who have gone through a volunteer certification program that includes background checks, a WSU volunteer application process, and basic training in topics such child protection, positive youth development, safe and inclusive environments, and Learn by Doing, an essential element of the 4-H model. Through 4-H, youth are able to participate in a variety of programs and projects related to conservation and preservation, whether it be animal sciences, studying and exploring natural resources, or STEM education focused on water systems, sustainable food systems, or renewable energy. Access to additional outdoor learning environments will add to the experiential educational of youth as they increase their knowledge in environmental education, and will allow for additional clubs and projects to take place that can better incorporate underrepresented youth from rural, tribal, and ethnic minority communities.

The proposed addition to the Conservation Future program in Darrington would a new dynamic aspect to the town's education and recreation benefits to community members and visitors alike.

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

The project is a significant nexus point connecting important parts of a regional and community-wide trail system. As represented by the Open Space Connectivity Map, it will link trails and infrastructure developed in the past decade on North Mountain to popular existing infrastructure, open spaces and homes both locally and across the Puget Sound.

Within the Darrington area, the Whitehorse Trail is an important byway and this connection will allow safe non-motorized access to the mountain bike trails and Whitehorse Community Park baseball fields. Local people, especially youth, already use the Whitehorse Trail for recreation and to travel from outlying homes into town and back. This property will allow folks to also use the Whitehorse Trail for access to the mountain bike trails and ball fields by bike or foot without having to go along the narrow shoulder of State Route 530 and through the working log yard of Hampton Lumber Mill. The community sees this as especially important for our young people who play weekly at the Whitehorse Community Park baseball fields in the spring and may not

have reliable motorized transport to their games. Popular developed parks and campgrounds to the west of town that draw in tens of thousands of visitors a year will also be able to use the property to access these spaces on North Mountain. These parks include the Darrington Music Park, Darrington Rodeo Grounds and Squire Creek Campground and all draw a wide array of people from the Washington region looking to enjoy the outdoors such as mountain bike trails in addition to the music and entertainment offered locally.

The Whitehorse Trail connects this property westward to the I-5 Puget Sound corridor and the trail systems already developed. Beginning at a junction with the Centennial Trail in Arlington, the Whitehorse Trail is part of a massive bike travel system connecting communities from Seattle to Skagit County. The property will link bikers to the Whitehorse Community Park. The park is intended to be developed as a popular ending destination for the trail system. Complete with camping, showering and bathroom facilities for folks in the region looking to enjoy the trail system and surrounding recreational activities.

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

The project is an important step in implementing parks and open space policy from Darrington's Comprehensive Plan by connecting parks with trails. This new piece will assist the goals laid out in the comprehensive plan by "providing and maintaining access to Parks and open spaces" for residents and "to create a network of hiking, biking and equestrian trails, which would connect with regional trails in the county with the parks in town." These open space goals were written with the Whitehorse Community Park in mind as a paramount park connected to other town open spaces such as Old School Park and Sauk River Park via a trail system.

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

The project is part of a wider plan of education and recreation supported by a diverse group of parties. The site will be used as a hands on learning forest where groups involved with Washington State University Extension Programs, Glacier Peak Institute and the Darrington School District will be involved with restoring and monitoring the entire 30-acres and comparing findings and knowledge with lands under other management practices. The programs will reach local youth as well as bring in students from the greater Puget Sound and Washington State area to learn about forest ecology and management. Washington State DNR, Snohomish County Parks and Recreation and the Town of Darrington are three jurisdictions supporting recreation opportunities enhanced by the project. . The North Mountain Bike Trails managed by DNR, Whitehorse Trail and Whitehorse Community Park managed by Snohomish County and numerous parks within Darrington would all be connected by bike, horse or foot to one another.

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

All of the land included in our ask for the Conservation Futures program (~30-acres) will be in public hands. The area can be combined with neighboring properties held by the Town of Darrington, and will be utilized by the Town as well as the WSU Extension Forestry program, the

Grant Application

Glacier Peak Institute and WSU Extension 4H program (See Question 5) to serve the following objectives:

- (O1) **Conservation of a unique forested wetland**, while taking steps to enhance forest health, increase resiliency in the face of climate change, and while increasing wildlife habitat.
- (O2) **Creating a showcase of sustainable forest management options** to educate local and regional small-forest landowners.
- (O3) **Public education** through interpretive signage along the new trail systems.
- (O4) **Outdoor learning opportunities for school children** through collaboration with the Glacier Peak Institute and local schools.
- (O5) **Providing educational opportunities and space for local small businesses** that utilize non-timber forest products.
- (O6) **Passive recreation** with the new connection between the Whitehorse Trail and Whitehorse Park.

Conservation of a unique forested wetland (O1)

Forested wetlands provide unique habitats for local plant and animal species, but are currently threatened by land use changes, climate change, noxious weeds, and insects and pathogens that can prey heavily in overcrowded and drought weakened forests. Obtaining the property will allow the city of Darrington to protect this ecological resource, while taking active management steps to increase forest health, tree vigor, and habitat value. Primary among these actions will be the use of thinning and planting, where needed, to increase the structural and species diversity of the forest, thereby decreasing competition in the forest while increasing wildlife habitat value. A heavy focus would also be placed on the control of noxious weeds.

Creating a showcase of sustainable forest management options (O2)

Small-forest landowners in western Washington are faced with a multitude of forest health problems that are currently being exacerbated by climate change induced shifts in precipitation. These changes are interacting with the overstocking (high density) of many forests that were previously harvested and re-planted with the goal of future timber harvests, causing widespread tree mortality. Unfortunately, many current landowners are wary of actively managing their forests out of fear of making mistakes or causing lasting aesthetic damage. The thinning operations described in (O1) provide a perfect opportunity to create a showcase of management options, including variable density thinning, thinning from below, and no management at all. The objectives and size of these thinning operations will vary across the forest, creating comparable juxtapositions for local landowners to view and use as templates to base their own management upon, and allowing them to see how active forest management can increase forest health and wildlife habitat value.

Public adult education (O3)

The fear that many forest landowners have of making mistakes with active forest management can often be based on public perceptions of forestry, and emotional responses from both the

public and the landowner to seeing disturbed forests. The actions described in (O1) and (O2) create an opportunity to educate the general public on how disturbances and the resulting structural diversity play key roles in the ecology of our native forests. The public paths described in (O6) will be utilized to create interpretive journeys through forest development, highlighting the species that thrive in each seral stage, as well as show the long-term results of thinning overstocked forests. A key tool in this educational effort will be the juxtaposition of alternate management techniques on either side of trails, allowing recreationalists and small-forest managers the ability to see and compare the vigor and life that a thinning operation could restore to the dark and overly dense stand across the trail.

Outdoor learning opportunities for school children (O4)

The city of Darrington plans to partner with the Glacier Peak Institute (GPI) and local schools, in order to create educational opportunities for younger audiences. These opportunities would be similar to those described in (O3), but with a more basic foundation in forest ecology.

Providing access to additional outdoor learning spaces will greatly increase the real-world learning opportunities for youth in our communities. Programs such as GPI, and the 4-H Forestry and 4-H Natural Resources programs, which all focus on natural resource education and natural resource stewardship, can be enhanced by getting youth into the natural spaces such as those proposed in this application. In addition, this outdoor learning space can be a safe and accessible location for expanded learning opportunities, such as day trips and overnight trips. Programs that utilize curriculum such as plant and forest management, entomology, or erosion and soil control, can be presented on-site with real-world examples. Youth and community members would have an opportunity to participate in short-term learning experiences, or to participate in clubs that meet regularly to study and learn over an entire semester, or for years.

Community youth can also be leveraged to propose artwork and messages that could be used for signs, posters, and other public messaging in order to represent the diverse and unique voice of the community itself. Glacier Peak Institute has a laser engraver they are using to have youth develop educational signs. These signs are etched into wood. Through having local youth create the signage, it creates investment by the youth and their families.

Providing educational opportunities and space for local small businesses (O5)

The Town of Darrington would utilize portions of neighboring properties to establish educational opportunities and possible space for local businesses utilizing non-timber forest products from healthy native forests. These businesses could include native forest nursery operations that utilize healthy forests to grow native plants for sale in the region, or mushroom growing operations that can function under intact forest canopies. These operations would serve as test cases for regional agroforestry operations, and could provide region wide ecological benefits (as in the case of a native plant nursery providing affordable planting stock to nurseries). These businesses would also be combined with (O3) and (O4) to educational opportunities for local adults and children.

Passive recreation (O6)

Obtaining the property will allow the Town of Darrington to connect Whitehorse Trail and Whitehorse Park, as well as to create a link to nearby mountain biking trails. The project would also establish a new trail system across the property and adjoining parcels for use by walkers, equestrians, and cyclists. These trails would serve multiple functions as recreational, educational, and operational routes, providing access for the activities outlined in (O1-5). At this time, Darrington's youth sports' teams use the baseball fields at Whitehorse Park. The trail will increase the safe routes to these fields and remove these youth from riding their bikes along Highway 530 which passes through the Hampton Mill Log yard with many semis and log loaders passing through.

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

Yes. This is a connective piece of land that uniquely provides benefit to multiple interests and user groups. With the inclusion of just 30-acres in the Conservation Futures program, the following substantial outcomes can be achieved:

- Conservation of a unique forested wetland,
- Passive recreation with the new connection between the Whitehorse Trail and Whitehorse Park,
- Creating a showcase of sustainable forest management options,
- Public education through interpretive signage along the new trail systems,
- Outdoor learning opportunities for school children.

By having any one of these goals achieved would be a success, but that they are all achieved in the protection of one property is a rare opportunity.

Other Criteria:

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

A. Does the project comprise an entire project?

YES ___

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 ___

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 ___

Grant Application

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.

TOWN OF DARRINGTON ORGANIZATIONAL CHART

2020 TOWN COUNCIL

POSITION 1
GARY WILLIS
1/01/2014-12/31/2021

POSITION 2
KERRY FRABLE
11/8/2017-12/31/2021

POSITION 3
BILLIE BURTENSHAW
1/01/2019 -12/31/2022

POSITION 4
REED RANKIN
1/01/2019 -12/31/2022

POSITION 5
NEIL COMEAU
1/01/2019 -12/31/2022

MAYOR
DANIEL O RANKIN
1/01/2012-12/31/2022

CITY CLERK/TREASURER
DIANNE ALLEN
7/31/2015

PUBIC WORKS SUPERVISOR
STEVE WOLD
8/5/2010

BUILDING OFFICIAL
SCOTT BLACK
1/1/2014

PLANNER
AMY LUCAS
CONTRACT 2018

DEPUTY CKERK
KIM THOMS
10/24/2018

PUBLIC WORKS ASSISTANT
MARK FORD
7/9/2019

RECYCLING/ CLEAN UP
MONITOR
JONATHAN LANGSTON
2/4/2020

CERTIFIED WATER OPERATOR
CHARLES WHITE
CONTRACT 2019

CERTIFIED WATER OPERATOR
ARON HARRIS
CONTRACT 2019

PUBLIC WORKS ASSISTANT 1
JONATHAN LANGSTON
2/4/2020

S. P. No. 4461—1925. 5716.

No. **573**

Copy of Proceedings had in the Matter of
the Incorporation of the Town
of DARRINGTON

STATE OF WASHINGTON, ss.

Filed in the office of the Secretary of
State Oct. 15, 1945
at 11:06 o'clock M.

Belle Reeves
Secretary of State.

Filed at the request of

Geo. P. Dubuque

County Auditor Snohomish Co.

Everett, Washington

Fee \$5.00

INDEXED

File # 1

INCORPORATION TOWN OF DARRINGTON

In the matter of the Incorporation of Darrington, a municipal corporation of the fourth class, having a approximate population of 600.

Whereas upon the 25th day of September, 1945, an election was duly held within the limits of the territory hereinafter more particularly described, pursuant to an order of the Board of County Commissioners of Snohomish County, State of Washington, theretofore duly made, calling said election, to determine whether said territory should be incorporated as a municipal corporation of the fourth class, to be known as the Town of Darrington, notice of said election having been duly given as provided by law;

And whereas the said Board of County Commissioners has this day canvassed the votes cast at said election and upon said canvass it was ascertained and determined that there was cast at said election in favor of incorporation ninety-six votes and against incorporation sixty votes, the total ballots cast being one hundred and fifty-six, now therefore, it is hereby ordered and declared that the territory hereinafter more particularly described, be and the same is duly incorporated as a municipal corporation of the fourth class under the name and style of the "Town of Darrington."

And whereas upon the canvass of the votes cast at said election it was further ascertained that votes were cast for the officers to be duly elected to the offices of said town as follows, to-wit:

For Mayor, thirty-five votes for Reidar Westeren and thirty-one votes for Harold York.

For Treasurer, seventy votes for Ida Loughnan

For Council, seventy-ones for Helen Lock, sixty-two votes for Walter Bates, sixty-one votes for Orville Pearson, forty-three for Robert Hilton Jr. thirty-four votes for Edna Hilton, twenty-six votes for Leah Reece and twenty-two votes for Claude Tatham.

ceiving the highest number of votes for Treasurer, is duly elected to said office; that Helen Lock, Walter Bates, Orville Pearson, Robert Hilton Jr. and Edna Hilton, being the five persons receiving the highest number of votes for councilmen, are duly elected to said office.

The territory hereinbefore referred to is more particularly described and bounded as follows, to-wit:

Beginning at Southeast corner of Section 14, Township 32 North, Range 9 East W.M.; thence North one-quarter mile to Northeast corner of Southeast quarter, Southeast quarter of said section; thence West one-quarter mile to Northwest corner said subdivision; thence South along West line of said subdivision 872 feet; thence West 804 feet; thence South 448 feet to North line of section 23, same Township and Range; thence West along said North line 1176 feet more or less to Northwest corner of East half, Northeast quarter, Northwest Quarter said Section 23; thence South one-quarter mile to Southwest corner said East half; thence East one-eighth of a mile to Southeast corner said East half; thence South one-quarter mile to center of Section 23; thence East 1980 feet more or less to East line of Emens Avenue extended South; thence South 660 feet; thence East 1980 feet more or less to Southeast corner North half, Northwest quarter, Southwest quarter, Section 24, same Township and Range; thence North 660 feet to East and West center line said section 24; thence West 465.9 feet to Southeast corner Backman's Addition to Darrington; thence North 100 feet; thence West 350 feet; thence North 1220 feet more or less to North line of Southwest quarter, Northwest quarter said Section 24; thence West to Southeast corner Randall's 2nd Add. to Darrington; thence North one-quarter mile to Northeast corner said Addition; thence West to point of beginning. All of which territory is situated in the County of Snohomish, State of Washington.

Passed in regular session this 1st day of October, 1945.

BOARD OF COUNTY COMMISSIONERS
Snohomish County, Washington

Ed. Calloway
Chairman

Wm. S. Farness

STATE OF WASHINGTON }
County of Snohomish }

I, Geo. P. Dubuque, Auditor of Snohomish County, State of Washington, and ex-officio Recorder of Deeds in and for said County, do hereby certify the above and foregoing to be a true and correct transcript of Resolution passed by the Board of County Commissioners of Snohomish County, Washington October 1st, 1945, incorporating the Town of Darrington as a municipal corporation.

now on Record in this office in Vol. _____ of _____ Page _____

WITNESS, my hand and official seal this 3rd day of

October 1945

Geo. P. Dubuque

Auditor, Snohomish County, Washington

By _____ Deputy

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

500087341

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

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

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: July 5, 2019 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured:	Forterra NW, a Washington nonprofit corporation		
Proposed Policy Amount:	\$400,000.00		
Premium:	\$	1,003.00	
Tax:	\$	98.29	
Rate:	Standard coverage		
Discount(s):	Resale rate		
Total:	\$	1,101.29	

(b) ALTA Loan Policy 2006

Proposed Insured:	Lender with contractual obligations under a loan agreement with the Purchaser with contractual rights under a purchase agreement identified at Item 2a above		
Proposed Policy Amount:	\$100,000.00		
Premium:	\$	465.00	
Tax:	\$	45.57	
Rate:	Extended coverage		
Discount(s):	Simultaneous rate		
Total:	\$	510.57	

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:

Grandy Lake Forest Associates, LLC, a Washington limited liability company

5. The Land is described as follows:

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

END OF SCHEDULE A

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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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 320914-002-003-00

The East half of the Northwest quarter;

Except Burlington Northern right of way;

And the Northeast quarter of Southwest quarter;

Except therefrom rights of way of Burlington Northern Railroad Company;

And except portions of said Northeast quarter of Southwest quarter lying South of a line that begins at a point 110 feet North of Southeast corner thereof and runs North 66°30'00" West 1460 feet, more or less, to West line thereof.

All in Section 14, Township 32 North, Range 9 East of the Willamette Meridian.

Situate in the County of Snohomish, State of Washington.

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; a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance w-WA Mod (08/01/2016)

Page 3

Printed: 07.12.19 @ 10:37 AM
WA-CT-FNRV-02150.624679-SPS-1-19-500087341

AMERICAN
LAND TITLE
ASSOCIATION



ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT, dated as of the 8th day October, 2019, between FORTERRA NW, a Washington nonprofit corporation ("Forterra"), and the Town of Darrington, a Washington municipal corporation (the "Town").

1. Option Agreement. Forterra and Grandy Lake Forest Associates, LLC, a Washington limited liability company ("Seller"), have entered into that certain Option Agreement for Purchase of Real Estate, dated as of May 20, 2019, with respect to the real property legally described in Exhibit A, the terms of which are incorporated herein by this reference (as such may hereafter be amended, the "Option Agreement"). All terms defined in the Option Agreement shall have the same meaning herein as therein provided. Pursuant to Section 14 of the Option Agreement, prior to Closing Forterra has agreed to offer the Town the right to assume Forterra's entire right, title and interest in and to the Option Agreement upon reimbursement of any expenses Forterra has incurred in connection with the Option Agreement prior to the assignment (the "Assignment"). Forterra agrees to consult with the Town prior to entering into any amendments to the Option Agreement and further to keep the Town advised as to any actions taken by Forterra or Seller pursuant to the Option Agreement including, without limitation, providing the Town with a copy of the Appraisal once it has been received by Forterra. Forterra further agrees to provide the Town with any documents provided to Forterra by Seller pursuant to Section 6(A) of the Option Agreement together with any third party environmental reports and title commitments obtained or received by Forterra as part of its due diligence work relating to the Property.

2. Agreement to Assign. At least sixty (60) days prior to Closing but not prior to both completion of the Appraisal and Forterra having given the Notice of Exercise of Option to Seller, Forterra will notify the Town that the Town needs to decide whether or not it will accept the Assignment. Such notice from Forterra will also specify the expenses that would need to be paid by the Town as referred to in Section 1 above which shall consist of both the third party and staff expenses theretofore incurred by Forterra as well as a not-to-exceed estimate of additional third party and staff expenses Forterra expects to incur prior to Closing, together with supporting detail (the actual expenses incurred by Forterra consistent with the foregoing notice referred to herein as the "Expense Payment"). The Town shall have thirty (30) days after receipt of the notice to irrevocably notify Forterra as to its decision. If the Town notifies Forterra that it has decided not to accept the Assignment or fails to timely respond to Forterra's notice, this Assignment Agreement shall terminate and neither party shall have any further rights or obligations hereunder. If the Town timely notifies Forterra that it has decided to accept the Assignment, then:

- (a) the Assignment will occur on a date and at a time to be agreed by the Town and Forterra that is at or before Closing (the "Assignment Closing");
- (b) Forterra will finalize the calculation of Expense Payment and provide the Town with any supporting detail not previously provided;

(c) at the Assignment Closing, Forterra will execute and deliver to the Town an instrument evidencing the Assignment in substantially the form attached hereto as Exhibit B and the Town will pay Forterra the Expense Payment; and

(d) the Town will proceed to Closing with the Seller including paying the Purchase Price to the Seller together with other amounts due pursuant to the Option Agreement.

3. Condition Precedent. The parties acknowledge their mutual intent that the Property will be used for the construction of a Wood Innovation Center that will include, among other things, a large manufacturing facility for producing cross laminated timber products. Prior to Forterra having given the notice provided for in Section 2 of this Assignment Agreement, Forterra and/or one or more of its affiliates will have, after consultation with the Town, negotiated and/or entered into various financing, lease, construction and/or other agreements necessary for the construction and equipping after Closing, and the eventual operation, of the Wood Innovation Center. A condition precedent to the Assignment occurring shall be the Town having executed such agreements and other writings as may be reasonably required by Forterra and/or its affiliates that will ensure that the Town has agreed to enter into, assume or otherwise take such other actions as would otherwise have been taken by Forterra and/or its affiliates with respect to such agreements.

4. Acknowledgement and Release. The Town acknowledges that Forterra is making no representations or warranties to the Town with respect to the Property including, without limitation, as to the condition or ownership of the Property. Rights, if any, that the Town may have as to the Property are as provided in the Option Agreement and accordingly, the Town's only recourse, if any, will be as against Seller under the Option Agreement. If the Assignment Closing occurs, the Town hereby releases and forever discharges Forterra and its affiliates, and their officers, directors, employees and agents, from and against any and all liabilities, obligations, damages, costs and expenses arising from, related to or in connection with the Property or the Option Agreement.

5. Notices. All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either delivered personally, deposited in the United States mail, certified mail, return receipt requested, postage prepaid, sent by email so long as receipt is confirmed, and addressed to the addresses listed below with copies to the parties listed after such address:

To the Town:

Town of Darrington
PO Box 397
1005 Cascade Street
Darrington, WA 98241
Fax: 360-436-0221
Dan.rankin@darringtonwa.us and Dianne.allen@darringtonwa.us

To Forterra:

Forterra NW
901 Fifth Avenue
Suite 2200
Seattle, WA 98164
Attn: Tobias Levey
tlevy@forterra.org

Cc: Dan Grausz and Kristen Karabensh
Forterra NW
901 Fifth Avenue
Suite 2200
Seattle, WA 98164
dangrausz@gmail.com and legal@forterra.org

6. Miscellaneous. If any provision of this Assignment Agreement is held invalid, the other provisions shall not be affected thereby. This Assignment Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party hereto. This Assignment Agreement may be executed in counterparts, which counterparts, after execution by all parties hereto, shall together constitute the Agreement. Each party to this Assignment Agreement warrants to the other that it is duly organized and validly existing and has full right and authority to enter into and consummate this Assignment Agreement and all related documents. This Assignment Agreement shall be governed by the laws of the State of Washington. All Exhibits referenced in this Assignment Agreement are incorporated herein and by this reference made a part hereof

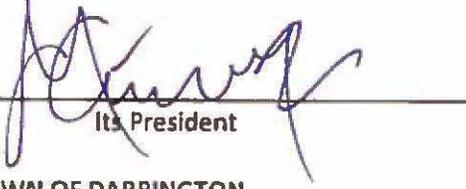
7. Assignment. Neither party may assign any of its rights or obligations under this Assignment Agreement without the prior written consent of the other party which may be withheld in the sole and absolute discretion of the other party.

EXECUTED as of the date first above written.

ASSIGNOR:

FORTERRA NW

By

A handwritten signature in blue ink, appearing to be "John...", written over a horizontal line.

Its President

ASSIGNEE:

TOWN OF DARRINGTON

By

A handwritten signature in blue ink, appearing to be "David...", written over a horizontal line.

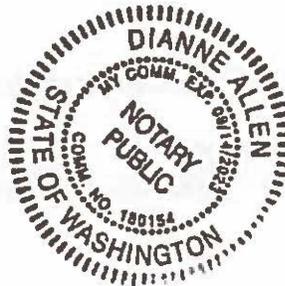
Its Mayor

STATE OF WASHINGTON)
) ss
COUNTY OF SNOHOMISH)

On this 4 day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANIEL D. RANKIN, to me known to be the Mayor of the TOWN OF DARRINGTON, the Washington municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Dianne Allen
Notary Public in and for said state, residing
at Darrington WA
My commission expires: 08-14-2023
Print Name: Dianne Allen



STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 17th day of October, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MICHELLE CONNOR, to me known to be the President of FORTERRA NW, the Washington nonprofit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Darcey M Hughes
Notary Public in and for said state, residing
at Shoreline
My commission expires: 11/10/22
Print Name: Darcey M. Hughes



EXHIBIT A
LEGAL DESCRIPTION

The East Half of the Northwest Quarter,
Except that portion within the Burlington Northern Santa Fe Railroad Right of Way (Formerly
Northern Pacific Railway Company);
And the Northeast Quarter of the Southwest Quarter;
Except that portion within the Burlington Northern Santa Fe Railroad Right of Way (Formerly
Northern Pacific Railway Company);
And except that portion of said Northeast Quarter of the Southwest Quarter lying South of a
line that begins at a point 110 feet north of the Southeast corner thereof, and runs North
66°30'00" West 1460 feet, more or less, to the West line of said Northeast Quarter of the
Southwest Quarter;
All in Section 14, Township 32 North, Range 9 East, W. M., in Snohomish County, Washington.
Situate in the County of Snohomish, State of Washington.

Abbreviated Legal: Ptn. E1/2 NW1/4 & NE1/4 SW1/4, in Sect. 14, Twp. 32N, Rng. 9 EWM, in
SNOHOMISH Cty., WA
Parcel No(s): 32 0914 002 003 00
Purported Address: Vacant Timber Land, Darrington, WA

EXHIBIT B
ASSIGNMENT

FORTERRA NW, a Washington nonprofit corporation ("Assignor"), hereby assigns to the TOWN OF DARRINGTON, a Washington municipal corporation ("Assignee"), without recourse, all of its right, title and interest in and to that certain Option Agreement for Purchase of Real Estate, dated as of May 20, 2019, between Assignor and Grandy Lake Forest Associates, LLC, a Washington limited liability company, with respect to the real property legally described in Exhibit A hereto, [as amended] (the "Option Agreement").

Assignee hereby accepts said assignment and further agrees to assume and perform all of Assignor's liabilities and obligations under the Option Agreement.

This Assignment is an absolute conveyance of all of the rights under the Option Agreement, in effect and form. This Assignment is not intended as a mortgage, trust conveyance, or security instrument of any kind. This Assignment shall be binding upon and shall insure to the benefit of Assignor, Assignee and their respective successors, legal representatives and assigns.

DATED as of the _____ day of _____, 20__.

ASSIGNOR:

FORTERRA NW

By _____
Its President

ASSIGNEE:

TOWN OF DARRINGTON

By 
Its Mayor



Office of the Washington State Auditor
Pat McCarthy

Accountability Audit Report

Town of Darrington

For the period January 1, 2017 through December 31, 2018

Published (Inserted by OS)
Report No. 1025474



TABLE OF CONTENTS

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Related Reports..... 5
Information about the Town 6
About the State Auditor's Office..... 7

RELATED REPORTS

Financial

Our opinion on the Town's financial statements is provided in a separate report, which includes the Town's financial statements. That report is available on our website, <http://portal.sao.wa.gov/ReportSearch>.

ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

We work with our audit clients and citizens to achieve our vision of government that works for citizens, by helping governments work better, cost less, deliver higher value, and earn greater public trust.

In fulfilling our mission to hold state and local governments accountable for the use of public resources, we also hold ourselves accountable by continually improving our audit quality and operational efficiency and developing highly engaged and committed employees.

As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments as well as fraud, state whistleblower and citizen hotline investigations.

The results of our work are widely distributed through a variety of reports, which are available on our website and through our free, electronic subscription service.

We take our role as partners in accountability seriously, and provide training and technical assistance to governments, and have an extensive quality assurance program.

Contact information for the State Auditor's Office	
Public Records requests	PublicRecords@sao.wa.gov
Main telephone	(360) 902-0370
Toll-free Citizen Hotline	(866) 902-3900
Website	www.sao.wa.gov



**Office of the Washington State Auditor
Pat McCarthy**

December 18, 2019

Council Members and Mayor
Town of Darrington
Darrington, Washington

Management Letter

This letter includes a summary of specific matters that we identified in planning and performing our accountability audit of the Town of Darrington from January 1, 2017 through December 31, 2018. We believe our recommendations will assist you in improving the Town's compliance in these areas.

We will review the status of these matters during our next audit. We have already discussed our comments with and made suggestions for improvements to Town officials and personnel. If you have any further questions, please contact me at (425) 948-7401.

This letter is intended for the information and use of management and the governing body and is not suitable for any other purpose. However, this letter is a matter of public record and its distribution is not limited.

We would also like to take this opportunity to extend our appreciation to your staff for the cooperation and assistance given during the course of the audit.

Sincerely,

Kristina Baylor, Audit Manager

Attachment



Office of the Washington State Auditor
Pat McCarthy

Financial Statements Audit Report Town of Darrington

For the period January 1, 2017 through December 31, 2018

Published (Inserted by OS)

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

I-1

Town of Darrington

January 1, 2017 through December 31, 2018

Mayor and Town Council
Town of Darrington
Darrington, Washington

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Town of Darrington, as of and for the years ended December 31, 2018 and 2017, and the related notes to the financial statements, which collectively comprise the City's financial statements, and have issued our report thereon dated December 18, 2019.

We issued an unmodified opinion on the fair presentation of the City's financial statements in accordance with its regulatory basis of accounting. We issued an adverse opinion on the fair presentation with regard to accounting principles generally accepted in the United States of America (GAAP) because the financial statements are prepared by the City using accounting practices prescribed by Washington State statutes and the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual described in Note 1, which is a basis of accounting other than GAAP. The effects on the financial statements of the variances between the basis of accounting described in Note 1 and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audits of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's

Signature Here (Please do not remove this line)

Pat McCarthy

State Auditor

Olympia, WA

December 18, 2019

due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Unmodified Opinion on Regulatory Basis of Accounting (BARS Manual)

As described in Note 1, the Town of Darrington has prepared these financial statements to meet the financial reporting requirements of Washington State statutes using accounting practices prescribed by the State Auditor's *Budgeting, Accounting and Reporting System* (BARS) manual. Those accounting practices differ from accounting principles generally accepted in the United States of America (GAAP). The differences in these accounting practices are also described in Note 1.

In our opinion, the financial statements referred to above present fairly, in all material respects, the cash and investments of the Town of Darrington, and its changes in cash and investments, for the years ended December 31, 2018 and 2017, on the basis of accounting described in Note 1.

Basis for Adverse Opinion on U.S. GAAP

Auditing standards issued by the American Institute of Certified Public Accountants (AICPA) require auditors to formally acknowledge when governments do not prepare their financial statements, intended for general use, in accordance with GAAP. The effects on the financial statements of the variances between GAAP and the accounting practices the City used, as described in Note 1, although not reasonably determinable, are presumed to be material. As a result, we are required to issue an adverse opinion on whether the financial statements are presented fairly, in all material respects, in accordance with GAAP.

Adverse Opinion on U.S. GAAP

The financial statements referred to above were not intended to, and in our opinion they do not, present fairly, in accordance with accounting principles generally accepted in the United States of America, the financial position of the Town of Darrington, as of December 31, 2018 and 2017, or the changes in financial position or cash flows for the years then ended, due to the significance of the matter discussed in the above "Basis for Adverse Opinion on U.S. GAAP" paragraph.

FINANCIAL SECTION

**Town of Darrington
January 1, 2017 through December 31, 2018**

FINANCIAL STATEMENTS

- Fund Resources and Uses Arising from Cash Transactions – 2018 and 2017
- Fiduciary Fund Resources and Uses Arising from Cash Transactions – 2018 and 2017
- Notes to Financial Statements – 2018 and 2017

SUPPLEMENTARY AND OTHER INFORMATION

- Schedule of Liabilities – 2018 and 2017

OPTION AGREEMENT FOR PURCHASE OF REAL ESTATE

By this Option Agreement ("Agreement") entered into as of the 20th day of May, 2019 (the "Agreement Date") by and between Grandy Lake Forest Associates, LLC, a Washington Limited Liability Company ("Seller"), and Forterra NW, a Washington nonprofit corporation ("Buyer"), in consideration of the mutual covenants and agreements herein contained and subject to the conditions set forth below, Seller hereby grants to Buyer the exclusive and irrevocable right and option (the "Option") to purchase that certain land located in Snohomish County, Washington, and more particularly described in Exhibit A attached hereto, together with all improvements thereon and all rights (including, but not limited to, timber rights, mineral rights and water rights), privileges, hereditaments, easements, rights-of-way and appurtenances thereto belonging (the "Property").

RECITALS

- A. Seller is the owner in fee of the Property, which is depicted on Exhibit B attached hereto.
- B. Buyer has expressed interest in acquiring the Property, and in order to do so Buyer will utilize its resources to seek funding to acquire the Property.

TERMS AND CONDITIONS

1. Option Term. Seller agrees that the term of the Option shall run from the Agreement Date until December 31, 2019. However, in the event that the Town of Darrington and/or Buyer has in good faith submitted a complete and timely application for a Construction Grant, as defined below, on or before December 31, 2019, and the grant has not been rejected as of December 31, 2019, then Buyer shall have the right to extend the Option Term to December 31, 2020. Buyer may exercise its Option by written notice to Seller no later than the end of the Option Term (the "Notice of Exercise of Option").
2. Option Payment. Within three (3) business days after the Agreement Date, Buyer shall deliver to Seller Five Hundred and No/100 Dollars (\$500.00) (the "Option Payment"). The parties agree that the Option Payment shall be retained by Seller if Buyer does not exercise the Option (unless otherwise provided below) or, if Closing occurs, credited to Buyer as part of the Purchase Price.
3. Purchase Price. The Purchase Price for the Property shall be computed as provided in this Section 3:
 - A. Subject to adjustment as provided in this Section 3, the Purchase Price for the Property shall be \$400,000.00 (the "Purchase Price").

B. An appraisal of the Property shall be conducted within ninety (90) days of the Agreement Date by a qualified appraiser selected and paid for equally by Buyer and Seller and performed in accordance with the Uniform Standards of Professional Appraisal Practice and any other standard required by a funding entity being used by Buyer (the "Appraisal"). Within ten (10) days after the Agreement Date, the parties shall select a firm from the list of appraisers attached as Exhibit C to conduct the Appraisal. If the parties are unable to agree on the appraiser, each party shall indicate their selection from the Exhibit C list and a third party shall select the appraiser through a random, blind drawing (e.g., picking the name out of hat). In the Appraisal, the appraiser shall separately value the timber on the Property (the "Timber Value"). The Timber Value shall be determined by timber cruise performed by a qualified individual or firm mutually agreed by Buyer and Seller selected in the same manner as the appraiser. Buyer, at its own expense, may also arrange for a review appraisal but the decision of the review appraiser shall not be applicable to any calculation to be made under this Agreement.

C. If Seller disagrees with the Timber Value, it shall so notify Buyer within ten (10) days after receipt of the Appraisal. In such event and if Buyer exercises the Option: (i) the Purchase Price shall equal \$400,000 minus the Timber Value; (ii) the Closing Date shall be delayed until Seller has removed the timber from the Property but not more than one hundred eighty (180) days after Buyer has given the Notice of Exercise of Option; (iii) Seller shall be solely responsible for all permits, costs and expenses relating to its removal of the timber from the Property; (iv) Buyer may request that Seller not remove timber from portions of the Property and Seller shall leave such timber if Buyer compensates Seller for the value of the timber that Buyer has requested to remain and Seller will otherwise only remove timber that is permitted to be removed by applicable law and shall undertake the removal consistent with standard practices employed by reputable loggers in the Western Cascades; and (v) any timber remaining on the Property following Closing shall be the sole property of Buyer with Seller having no rights with respect thereto.

D. Seller has advised Buyer that in its opinion, the Purchase Price for the Property is less than the Property's fair market value (the "Property FMV"), that it enters into this Agreement to sell the Property for less than the Property FMV of its own free will and volition and that it intends that the difference between the Purchase Price and the Property FMV shall be a charitable contribution to Buyer. If the Property FMV, as determined by the Appraisal (but, for all purposes of this Section 3(D) reduced by the Timber Value if Seller gives the notice provided for in Section 3(C)), exceeds the Purchase Price, then after the Closing Date Buyer will provide Seller with timely acknowledgement of the gift resulting from the difference between the Purchase Price and the Property FMV as specified in the Appraisal in such form as the Internal Revenue Service may require of Buyer as the "donee" of the gift. Regardless of what the Appraisal concludes as to the Property FMV and regardless of whether any charitable donation claimed by Seller is rejected by the Internal Revenue Service in whole or in part: (i) Seller acknowledges and understands that Buyer has not made, will not be making by its determination as to the Appraisal, and does not hereby make, any representation or warranty as to the Property FMV or as to the tax consequences to Seller of the transactions contemplated by this Agreement; (ii) Seller will obtain independent tax counsel and be solely responsible for compliance with the gift value substantiation requirements of applicable tax law; (iii) there shall be no change in the rights and obligations of

the parties in accordance with the other provisions of this Agreement; and (iv) Seller shall have no recourse against Buyer or any right of rescission.

4. Closing. Unless otherwise agreed by the parties or as provided in Section 3(C) above, Closing will occur on a date agreed to by the parties that is no later than 90 days after the Notice of Exercise of Option. Closing shall occur in escrow at the escrow department of Title Company (as defined below). Seller shall be responsible for the cost of standard title insurance, excise tax (if applicable), and half of the cost of escrow, together with recording fees. Buyer shall be responsible for half the cost of escrow. Each party shall deliver to the Title Company all such instruments and other writings as the Title Company may reasonably require incident to the Closing.

A condition precedent to the obligations of each party to proceed to Closing is that one of the two following contingencies must be met by Closing:

- (i) the receipt by the Town of Darrington of a grant from either the federal or state government that will enable it to defray a material and significant portion of the cost of construction or equipping a facility on the Property, which facility is primarily for the fabrication of mass timber products (referred to herein as a "Construction Grant"). For the purposes of this section, "material and significant" shall mean an unconditional grant in an amount that equals or exceeds one million dollars; or
- (ii) the existence of one or more executed contracts which irrevocably and unconditionally obligate the Buyer and/or the Town of Darrington to a material and significant portion of the cost of construction or equipping a facility on the Property, which facility is primarily for the fabrication of mass timber products.

5. Title. Within ten (10) days following the Agreement Date, Seller shall order a title insurance commitment from Chicago Title Insurance Company or such other title insurance company acceptable to Buyer ("Title Company"), including copies of all documents underlying the exceptions set forth in the commitment (the "Commitment"). Title to be Property shall be insurable, marketable and indefeasible, conveyed by Statutory Warranty Deed free and clear of all liens and encumbrances except those accepted by Buyer as Permitted Exceptions (defined below). Title shall be insurable by a form of an ALTA Owner's Standard Coverage Policy of title insurance in the amount of the Purchase Price, subject only to the Permitted Exceptions.

Buyer shall have twenty-one (21) days following its receipt of the Commitment to be provided by Seller, to notify Seller in writing of any objections that Buyer, in its sole discretion, may have to any exceptions to title shown in the Commitment ("Notice of Title Objection"). General taxes due after Closing and those exceptions disclosed in the Commitment that Buyer does not disapprove constitute permitted exceptions ("Permitted Exceptions"). Notwithstanding the foregoing, all mortgages, deeds of trust and any other monetary obligations and liens affecting the Property ("Monetary Encumbrances") shall not be Permitted Exceptions and Seller shall cause all Monetary Encumbrances to be fully satisfied, released and discharged of record on or prior to the Closing Date. Buyer's failure to object to any title exception in the Commitment in writing within

the time stated above shall be deemed an approval of the quality of title reflected in the Commitment.

Seller shall have ten (10) days following receipt from Buyer of any Notice of Title Objection to notify Buyer in writing of the objections which Seller intends to eliminate. The failure of Seller to respond in writing within the time stated shall be deemed an intention by Seller not to eliminate the exceptions objected to by Buyer. If Seller does not intend to eliminate any exception to which Buyer has objected, Buyer shall then have the right, exercisable by providing written notice thereof to Seller within seven (7) days to either (i) terminate this Agreement, in which event, the Option Payment shall be refunded to Buyer and neither party shall have any further rights or obligations under this Agreement, or (ii) waive its objection to that exception in which event it shall become a Permitted Exception ("Buyer's Final Notice"). If Seller fails to remove any Monetary Encumbrances from title prior to the Closing Date, Buyer may, in its sole discretion, instruct Escrow Holder to pay such Monetary Encumbrances at Closing and deduct the amount of all such Monetary Encumbrances from the Purchase Price or, in the alternative, require a refund of the Option Payment whereupon this Agreement shall terminate and neither party shall have any further rights or obligations hereunder..

Buyer at its expense for the increased premium and any survey may change the commitment and Policy to an ALTA extended Owners Policy. Any closing date shall be extended as necessary to satisfy any requirements for issuance of an extended Owners Policy.

6. Due Diligence Inspection; Seller's Cooperation.

A. Seller's Initial Deliveries. Within sixty (60) days after the Agreement Date, Seller shall, at its sole expense but without representation or warranty of any kind, including but in no way limited a representation or warranty that every document within Seller's possession concerning the Property will be provided, make a good faith effort to locate and deliver to Buyer copies of relevant materials currently in possession of Seller concerning the use, condition, development, ownership or operation of the Property that a prudent buyer would consider necessary or desirable to evaluate the Property completely (including, without limitation, all surveys and maps, environmental reports or studies, all soils or other professional reports regarding the condition, dimensions or characteristics of the Property, all governmental approvals, and all permits or licenses relating to the Property).

B. Inspection. During the Option Term, Buyer, and its representatives and contractors may enter the Property, as circumstances require, to conduct such environmental and engineering studies as Buyer deems appropriate and to verify any information provided by Seller. Buyer shall provide at least ten (10) days prior advance written notice to Seller of the purpose and timing of the entry onto the Property and shall obtain Seller's prior written consent, which consent shall not be unreasonably delayed, conditioned or withheld by Seller. Buyer shall indemnify and hold Seller harmless from any and all damages, expense, liens or claims (including attorneys' fees) arising from acts or omissions of Buyer, and its consultants, agents, representatives or invitees granted access to the Property by Buyer, in exercise of the right of entry hereunder or failure to pay third parties; and the provisions of this indemnity shall survive termination of this Agreement.

7. Seller's Obligations. Between the Agreement Date and the Closing Date, Seller shall, at its sole expense:

A. Maintain the Property consistent with its normal practices for managing timber except that Seller shall not log or otherwise remove standing timber from the Property other than pursuant to Section 3(C) above. Seller shall be responsible for paying real property taxes, general assessments, utilities and operating expenses relating to the Property through the Closing Date.

B. Take no action or omit to take any action that will adversely affect title to the Property.

C. In the event of a violation of this Section 7, Buyer may, without liability to Seller, refuse to accept the conveyance of title, in which event the Option Payment shall be refunded to Buyer, or Buyer alternatively may elect to accept conveyance of title to such Property; in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstances.

8. Seller Representations and Warranties. Seller represents and warrants to Buyer as of the Agreement Date and as of the Closing Date that:

A. Seller has good and marketable title to the Property and, on the Closing Date, Seller will convey to Buyer good and marketable title to the Property, subject to no claims, liens, leases, licenses, charges or encumbrances other than the Permitted Exceptions.

B. Seller has not produced, used, stored or disposed of any Hazardous Substances (as defined below) on the Property with the understanding that the Property was involved with active timber harvesting and silvicultural activities that may have involved the use of chemicals, such as herbicides and pesticides, and likely involved use of petroleum products associated with machinery, vehicles and oiling of roadways. For these purposes, the term "Hazardous Substance" refers to any substance defined, listed, or otherwise classified pursuant to any federal or state law, regulation, or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment.

C. Seller has not received any notice from any governmental agency that the Property is in violation of any federal or state law regulating Hazardous Substances.

8. Waiver of Disclosure Statement. Buyer waives receipt of any seller disclosure statement required under RCW 64.06. Buyer and Seller acknowledge that Seller's response to any portion of the section of the disclosure statement titled "Environmental" would be "don't know" and that should a determination later be made that Seller was required to provide a disclosure statement that this paragraph shall constitute such disclosure statement and delivery of such disclosure statement to Buyer. Buyer further acknowledges and agrees that the provisions of this paragraph (a) are for the purposes of disclosure only, (b) will not be considered part of the Agreement, and (c) will not be construed as a representation or warranty of any kind by the Seller.

9. Condition of Property.

A. Buyer acknowledges that Buyer has or will be solely responsible for Buyer's own "due diligence" investigation of the Property prior to exercise of this Option, for Buyer's own analysis of the merits and risks of the acquisition of the Property, and for the analysis of the fairness and desirability of the terms of this transaction. Buyer assumes all risks relevant to Buyer's investigation of the Property or lack thereof and accepts the Property on an AS-IS, WHERE-IS, WITH ALL FAULTS basis. Seller disclaims any and all warranties, whether express or implied, including, but not limited to warranties of merchantability, fitness for a particular purpose and warranties of habitability. Seller has made no representations whatsoever to Buyer and Buyer is not relying upon any representation of Seller with respect to the number of existing or potential separate lots on the Property.

B. Buyer represents that Buyer will investigate the Property prior to exercise of the Option. Buyer assumes any and all risks with respect to the inability to obtain ingress, egress, sewer or septic, the unavailability of water or water service for the Property, the existence of encroachments, soil and slope instability, the inability to divide the Property into two or more separate parcels and the presence or suspected presence of hazardous substances. Buyer has examined, to Buyer's satisfaction, all characteristics of the Property and is not relying upon any statements or representations, other than those set forth in this Agreement, by Seller, Seller's agents, or any other person or entity with respect to the Property's square footage, soils, improvements, boundaries or encroachments. Seller and Buyer acknowledge that the assumption of risks by Buyer is in consideration of the terms of this Agreement and is an integral part of this Agreement.

C. Notwithstanding any other language in this Section 9, nothing contained in this Section 9 shall limit the obligations of Seller with respect to its representations and warranties in this Agreement or in the deed executed by Seller incident to the Closing.

10. Prorations and Current Use Taxes.

A. Real property taxes for the Property shall be prorated as of 12:01 a.m. on the Closing Date.

B. Any real property taxes, interest and penalties, regardless of when they accrued, or other taxes or costs resulting from the removal of the Property from its open space, timber, agricultural, or other designation and the corresponding application of RCW 84.34 et seq., and any other charges & utilities shall be the sole responsibility of Buyer.

11. Specific Performance; Attorneys' Fees. This Agreement pertains to the conveyance of real property, the unique nature of which is hereby acknowledged by the parties. Consequently, if Seller breaches or defaults under this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof, Buyer shall have, in addition to a claim for damages for such breach or default, and in addition and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right: (i) to specific performance of this Agreement; or (ii) to terminate this Agreement by notice to Seller in which event the Option Payment shall be returned to Buyer, any other items delivered to the Title Company shall be returned to the party who delivered it, and neither party shall have any further

rights or obligations under this Agreement other than those obligations which are expressly provided as surviving the termination of this Agreement. If either party brings an action or other proceeding against the other party to enforce this Agreement, by specific performance or otherwise, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party, and in the event any judgment is obtained by the prevailing party all such costs and attorneys' fees shall be included in the judgment.

12. Brokerage Commission. Each party represents and warrants to the other party that its sole contact with the other and with the Property regarding this transaction has been directly with the other party and has not involved any broker or finder. Seller and Buyer further warrant to each other that no broker or finder can properly claim a right to a commission or finder's fee based upon contacts between the claimant and that party with respect to the other party or the Property. Each party shall indemnify, defend and hold the other party harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting from any claim for a fee or commission by any broker or finder in connection with the Property and this Agreement resulting from the indemnifying party's actions. The obligations of the parties under this Section shall survive the termination of this Agreement.

13. Notices. All notices required to be given pursuant to the terms hereof are required to be in writing and shall be either delivered personally, deposited in the United States mail, certified mail, return receipt requested, postage prepaid, sent by facsimile so long as receipt is confirmed, sent by email so long as receipt is confirmed, and addressed to the addresses listed below with copies to the parties listed after such address:

To Seller:

Grandy Lake Forest Associates, LLC
C/o Jamie Hillery
P.O. Box 2264
Mt Vernon, WA 98273
Telephone: 425-330-7713
jhillery@merrillring.com

Cc: (which shall not constitute notice)
Craig Cammock
Skagit Law Group, PLLC
P.O. Box 336/227 Freeway Drive, Suite B
Mount Vernon, WA 98273
Telephone: 360.336.1000
Facsimile: 360.336.6690
craig@skagitlaw.com

To Buyer:

Forterra NW
901 Fifth Avenue
Suite 2200

Seattle, WA 98164
Attn: Tobias Levey
tlevey@forterra.org

Cc: Dan Grausz
Forterra NW
901 Fifth Avenue
Suite 2200
Seattle, WA 98164
dangrausz@gmail.com

Either Seller or Buyer may, by proper notice to the other, designate another address for the giving of notices, including by email or facsimile transmission (which may be provided in addition to but not in lieu of the means of delivery provided for above). All notices sent by mail shall be deemed received on the tenth (10th) day following the day the notice is mailed in accordance with this Section.

14. Assignment. Buyer may assign all of its right, title and interest in and to this Agreement to any entity affiliated with Buyer. Prior to Closing, Buyer shall offer the Town of Darrington, a Washington municipal corporation (the "Town"), the right to assume Buyer's entire right, title and interest in and to this Agreement at no cost to the Town other than reimbursement of any expenses Buyer has incurred in connection with this Agreement prior to the assignment. Otherwise, any assignment by Buyer of this Agreement requires the prior consent of Seller, which consent shall not be unreasonably withheld. Without limiting the generality of the foregoing, Seller may refuse to consent to assignment if Seller is not satisfied that a proposed assignee is committed to and has the resources necessary to construct a facility on the Property, which facility is primarily for the fabrication of mass timber products. The terms, conditions and covenants contained in this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

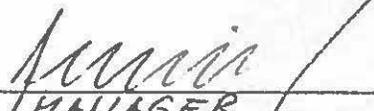
15. Miscellaneous. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party hereto. This Agreement may be executed in counterparts, which counterparts, after execution by all parties hereto, shall together constitute the Agreement. Each party to this Agreement warrants to the other that it is duly organized and existing and each signatory hereto represents to the other party has full right and authority to enter into and consummate this Agreement and all related documents. This Agreement shall be governed by the laws of the State of Washington. All Exhibits referenced in this Agreement are incorporated herein and by this reference made a part hereof

16. Memorandum of Agreement. Upon delivery by Buyer of the Option Payment described in Section 2, a Memorandum of this Agreement in the form attached hereto as Exhibit D, shall be executed by the parties and recorded in the records of Snohomish County. In the event Buyer fails to exercise its Option, or this Agreement otherwise terminates in accordance with its terms, Buyer shall execute and deliver to Seller a quitclaim deed or such other document as may be necessary to release its interest in the Property under this Agreement.

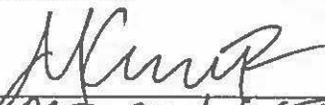
17. Construction. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANDY LAKE FOREST ASSOCIATES, LLC

By 
Its MANAGER

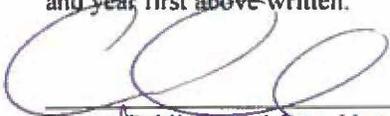
FORTERRA NW

By 
Its PRESIDENT & CEO

STATE OF WASHINGTON)
) ss
COUNTY OF Skagit)

On this 29 day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Walter Kent Kemminger to me known to be the Manager of GRANDY LAKE FOREST ASSOCIATES, LLC, the Washington limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public in and for said state, residing at Mount Vernon WA
My commission expires: 11-1-2022
Print Name: CRAIG CAMMOCK



STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 25th day of ~~May~~ June, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michelle Connor, to me known to be the President & CEO of FORTERRA NW, the Washington nonprofit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

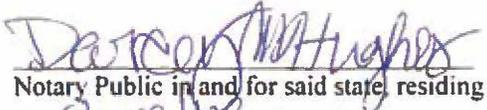

Notary Public in and for said state, residing at Shoreline
My commission expires: 1/10/22
Print Name: Darcey Hughes

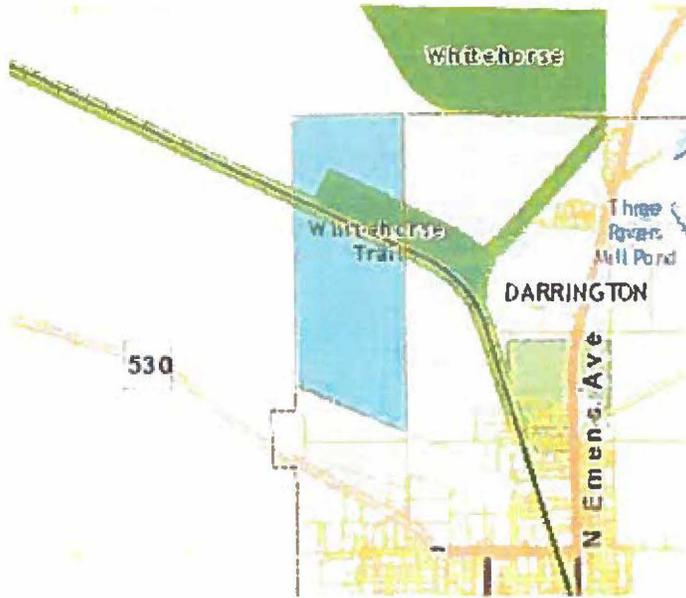


Exhibit A
Legal Description

The East Half of the Northwest Quarter,
Except that portion within the Burlington Northern Santa Fe Railroad Right of Way
(Formerly Northern Pacific Railway Company);
And the Northeast Quarter of the Southwest Quarter;
Except that portion within the Burlington Northern Santa Fe Railroad Right of Way
(Formerly Northern Pacific Railway Company);
And except that portion of said Northeast Quarter of the Southwest Quarter lying South
of a line that begins at a point 110 feet north of the Southeast corner thereof, and runs
North 66°30'00" West 1460 feet, more or less, to the West line of said Northeast
Quarter of the Southwest Quarter;
All in Section 14, Township 32 North, Range 9 East, W. M., in Snohomish County,
Washington.
Situate in the County of Snohomish, State of Washington.

Abbreviated Legal: Ptn. E1/2 NW1/4 & NE1/4 SW1/4, in Sect. 14, Twp. 32N, Rng. 9
EWM, in SNOHOMISH Cty., WA
Parcel No(s): 32 0914 002 003 00
Purported Address: Vacant Timber Land, Darrington, WA

Exhibit B
Property Depiction (in light blue)





1. Underdeveloped Rural
 2. Agricultural & Grazing
 3. Aquatic
 4. Senescent / Conservation Easements
 5. Forest / Timber Cravings
 6. Mineral
 7. Rights-of-Way
 8. Urban Commercial & Residential
 9. UASBA Certified

Exhibit C
List of Appraisers

2017-22 Appraiser Detail List

Contractor Firm	Work Categories									Work Area	Principle	Location	Notes	
Allen Brackett Shedd (Valbridge Property Advisors)	X			X	X			X	X	X	NW OL PC SE SPS	S. Murray Brackett, MAI	Bothell	
	X			X				X	X	X	NW PC SPS	Darin A. Shedd, MAI	Tacoma	
	X	X	X	X				X	X	X		Robert J. Macaulay, MAI	Bothell	
				X				X	X	X	NW SPS	Gregory Goodman, MAI	Seattle	
				X				X	X	X	NW OL PC SPS	Matthew C. Sloan, MAI	Seattle	
				X				X			NW OL	Jim Dodge	Bothell	
	X	X		X				X	X		SPS	John Trueman, MAI/SRA	Bothell	
2 American Forest Management, Inc.	X			X	X			X		X	NE NW OL PC SE SPS	Matt Rourke	Kirkland	
				X						X		Gary Bratton, ARA		
	X			X	X			X		X		Thomas E. Hanson		
				X						X		Christopher N. Singleton		
3 Appraisal Solutions Northwest, Inc.	X	X	X	X				X	X	X	NE NW OL PC SE SPS	Christina A. Fagernes	Rochester	
4 Auble, Jolicœur & Gentry (Valbridge Property Advisors)	X	X	X	X				X	X	X	NE SE	J. Michael Gentry, MAI	Spokane Valley	
		X		X					X	X		Bruce C. Jolicœur, MAI		
	X	X		X				X	X	X		Mark F. Noble		
5 Broughton Farm and Ranch Appraisals	X	X		X				X		X	NE SE	Charles J. Broughton, ARA, President	Walla Walla	
6 CBRE, Inc.	X	X	X	X				X	X	X	NE NW OL PC SE SPS	Whitney Haucke, MAI, CPA, MRCS	Seattle	
7 CG Valuation	X	X	?	X				X	X	X	NE NW OL PC SE SPS	Chris Gibeault, MAI	Seattle	
8 CIC Valuation Group, Inc.	X	X	X	X				X	X	X	NW PC SPS	Keith Dang, MAI, SR/WA	Bellevue	
				X						X		Barrett Keitges, MAI		
				X						X		Ryan Hood		
				X				X				Stephen Juntilla		
9 ComPraise	X	X		X				X	X	X	NE NW OL PC SE SPS	George A. Brooks, President	Bainbridge Island	
10 Day Appraisal Company, Inc.	X	X	X	X				X	X	X	PC SE	Stephen Pio, President	Beaverton, OR	
11 Dean Potter & Associates, Inc.	X	X		X					X	X	PC SE	Dean Potter, FRICS, MAI	Vancouver	
	X	X		X					X	X		Sheryl Musica Knittel		



1: Undeveloped Rural
 2: Agricultural & Grazing
 3: Aquatic
 4: Scenic / Conservation Expenditures
 5: Forest / Timber Crystalline
 6: Mineral
 7: Rights-of-Way
 8: Urban Commercial & Residential
 9: UASFA Certified

2017-22 Appraiser Detail List

Contractor Firm	Work Categories									Work Area	Principle	Location	Notes
12 Epic Land Solutions, Inc.	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	James L. Overcamp, Jr., SR/WA - Principal	Spokane	
											D. Michael Mason, MAI, SRS, Chief Appraiser		
											John W. Arney, MAI		
											Kent Carpenter, MAI		
											James Arnett		
13 Fred C. Strickland & Associates LLC	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	Fred C. Strickland	Gig Harbor	
14 GPA Valuation	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	Richard E. Pinkley	Tacoma	
	X	X	X	X	X	X	X	X	X		Gary K. Wessels, MAI		
	X	X	X	X	X	X	X	X	X		Doyle P. Dean, MAI		
	X	X	X	X	X	X	X	X	X		Bruce E. Pyrah		
15 Integra Realty Resources	X	X	X	X	X	X	X	X	X	NE SE	Bradford T. Knipe, MAI, ARA, CRE, CCIM	Boise	
	X	X	X	X	X	X	X	X	X		Daniel T. Shivehy, MAI		
	X	X	X	X	X	X	X	X	X		Robin K. Brady, MAI		
16 Integra Realty Resources	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	Lori E. Safer, MAI, MRICS	Seattle	
	X	X	X	X	X	X	X	X	X		Allen Safer, MAI, MRICS		
	X	X	X	X	X	X	X	X	X		Matthew A. Bacon, MAI		
	X	X	X	X	X	X	X	X	X		John E. Nidecker, MAI		
	X	X	X	X	X	X	X	X	X		Gregory H. Bucklin, MAI		
	X	X	X	X	X	X	X	X	X		David E. Hunnicutt, MAI, AI-GRS, JD		
17 Jackson and Prochnau	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	Scott McCullough, President	Olympia	
	X	X	X	X	X	X	X	X	X		William Roach		
18 Jarvis Appraisal Co.	X	X	X	X	X	X	X	X	X	PC SE	Jo Ellen Jarvis	Vancouver	
19 Kidder Mathews Valuation Advisory Services	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	Peter Shorett, MAI, CRE, FRICS Stan Sidor, MAI	Seattle	
20 Lamb Hanson Lamb Appraisal Associates, Inc.	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	Patrick M. Lamb, MAI Michael B. Lamb, MAI, SRA	Seattle	
21 McKee Appraisal	X	X	X	X	X	X	X	X	X	NE NW OL PC SE SPS	Scott Biethan, MAI, CRE, FRICS	Seattle	The firm itself has expertise in all work category areas, each individual appraiser's categories are selected in the categories section to the left.
	X	X	X	X	X	X	X	X	X		Jim Greenleaf, MAI, AI-GRS		
	X	X	X	X	X	X	X	X	X		Bates McKee, MAI, CRE, AI-GRS		
	X	X	X	X	X	X	X	X	X		Ken Barnes, MAI, CRE		



1: Underdeveloped Rural
 2: Agricultural & Grazing
 3: Aquatic
 4: Scenic / Conservation Easements
 5: Forest / Timber Cradling
 6: Mineral
 7: Rights-of-Way
 8: Urban Commercial & Residential
 9: UASFA Certified

2017-22 Appraiser Detail List

Contractor Firm	Work Categories									Work Area	Principle	Location	Notes		
22 Macaulay & Associates, Ltd. (Valbridge Property Advisors)	x	x		x				x	x	NW OL SPS	Robert J. Macaulay, MAI	Everett			
23 Mason Bruce Girard, Inc.	x			x	x					NE NW OL PC SE SPS	Roger G. Lord, ACF	Portland, OR			
		x							x		Zach Dewees, CF				
24 Norquest Asset Valuation, Inc.	x	x	x	x	x			x	x	x	NE NW OL PC SE SPS	Kent M. Scudder, Ph.D.	Edmonds	Mr. Scudder is the Supervising Appraiser for Matt Rourke at American Forest Management	
												Thomas M. Hanson			
25 Northwest Forestry Services										NE NW OL PC SE SPS	Jerry Wtlier	Tigard, OR			
											Kevin Young				
											Matthew Sheehy				
26 Pacific Appraisals Associates	x	x						x	x	x	x	NE SE	Kirk R. Dossier	Wenatchee	
	x	x						x	x	x	x	NE SE	Brian Vincent		
27 Pacific Northwest Forestry, LLC												NE NW OL PC SE SPS	Kim D. McConnell	Olympia	
28 Prochnau Forest Consultants, LLC	x			x	x						x	NE NW OL PC SE SPS	Steven W. Prochnau	Olympia	
													Andrew G. Holmes		
29 ReSolve Real Estate Appraisal Counseling & Mediation	x	x	x	x	x			x	x	x	x	NE NW OL PC SE SPS	Anthony Gibbons, MAI, CRE	Bainbridge Island	
30 Richards & Associates	x	x	x	x	x			x	x	x	x	NE NW OL PC SE SPS	Gregory Richards	Olympia	
31 Romanaggi Valuation Services LLC	x	x	x	x	x			x	x	x	x	NE NW PC SE SPS	Sam V. Romanaggi, MAI	Portland, OR	
32 SA Newman, Forest Engineers, Inc.	x										x	NE NW OL PC SE SPS	Timothy D. Newman, MAI, CF	Everett	
													Peter C. Blansett		
33 SH&H Valuation and Consulting	x	x	x					x	x	x	NE NW OL PC SE SPS	Chad Johnson, MAI	Tacoma		
												Barbro Hines, MAI, SRA			
												Matt Minarck, MAI			
34 Stephen Shapiro Commercial Appraisal, LLC	x	x	x	x	x			x	x	x	NE NW OL PC SE SPS	Stephen Shapiro, MAI	Bainbridge Island		
35 Stowe Appraisal, Inc.	x	x						x	x	x	NW	Thomas P. Stowe	Medina		
36 Terra Valuations, LLC	x	x	x	x	x			x			x	NE NW OL PC SE SPS	Victoria Adams, MA	Edmonds	



1: Undeveloped Rural
 2: Agricultural & Grazing
 3: Aquatic
 4: Sensitive / Conservation Easements
 5: Forest / Timber Crutline
 6: Mineral
 7: Rights-of-Way
 8: Urban Commercial & Residential
 9: UASEFA Certified

2017-22 Appraiser Detail List

Contractor Firm	Work Categories									Work Area	Principle	Location	Notes				
37 The Eastman Company	x	x	x	x	x					x	x	x	NE NW OL PC SE SPS	Don Melton	Seattle		
	x	x	x	x	x					x	x	x	NE NW OL PC SE SPS	Paul Zemtseff			
38 The Healy Company, LLP	x	x	x	x	x					x	x	x	x	NE NW OL PC SE SPS	Martin J. Healy, Jr.	Beaverton, OR	
39 The Therrien Company, Inc.	x	x	x	x	x							x		NE NW OL PC SE SPS	Marc D. Therrien, MAI	Seattle	
	x											x			Paul Marston		
40 Timberland Appraisal, Inc.				x	x								x	NE NW OL PC SE SPS	Richard N. La Mont	Corvallis, OR	
41 Value Logic	x	x	x	x	x						x	x	x	NE SE	Terry R. Savage, MAI, AI-GRS	Spokane Valley	
42 Wick & Associates				x	x						x	x		NE* NW OL PC SE* SPS	Dennis M. Wick, MAI, SRA, SR/WA	Kenmore	*The firm does not appraise properties in Pond Oreille, Spokane, Whitman, Garfield and Asotin counties. They do not have data and map access.
				x	x						x	x			Daniel K. Wick		

Exhibit D

After Recording Return To:

Hillary Wilson
Forterra NW
901 Fifth Avenue
Suite 2200
Seattle, WA 98164

MEMORANDUM OF OPTION AGREEMENT

GRANTOR: Grandy Lake Forest Associates, LLC

GRANTEE: Forterra NW

LEGAL DESCRIPTION:

Abbreviated form: Abbreviated Legal: Ptn. E1/2 NW1/4 & NE1/4 SW1/4, in Sect. 14,
Twp. 32N. Rng. 9 EWM, in SNOHOMISH Cty., WA

Additional legal description attached as Exhibit 1.

ASSESSOR'S TAX PARCEL ID #s: 32 0914 002 003 00

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S): N/A

MEMORANDUM OF OPTION

This Memorandum of Option Agreement, dated as of the 20th day of May, 2019, is between FORTERRA NW, a Washington nonprofit corporation ("Buyer") and GRANDY LAKE FOREST ASSOCIATES, LLC, a Washington limited liability company ("Seller").

1. **Property.** Seller has granted Buyer an option to purchase property legally described in Exhibit I, attached, pursuant to that certain Option Agreement for Purchase of Real Estate entered between Buyer and Seller, dated May 20, 2019 (the "Option Agreement").

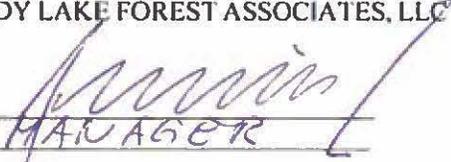
2. **Purpose.** This Memorandum of Option Agreement is for purposes of recordation and in no way modifies the Option Agreement.

3. **Expiration.** The Option Agreement expires on or before December 31, 2020 unless specifically extended by the parties by subsequent recorded memorandum of option agreement.

IN WITNESS of the foregoing provisions, the parties have signed this Agreement below:

GRANDY LAKE FOREST ASSOCIATES, LLC

By _____
Its _____


MANAGER

FORTERRA NW

By _____
Its _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this ____ day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of GRANDY LAKE FOREST ASSOCIATES, LLC., the Washington limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said state, residing
at _____
My commission expires: _____
Print Name: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of FORTERRA NW, the Washington nonprofit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said state, residing
at _____
My commission expires: _____
Print Name: _____

EXHIBIT 1

LEGAL DESCRIPTION

The East Half of the Northwest Quarter,
Except that portion within the Burlington Northern Santa Fe Railroad Right of Way
(Formerly Northern Pacific Railway Company);
And the Northeast Quarter of the Southwest Quarter;
Except that portion within the Burlington Northern Santa Fe Railroad Right of Way
(Formerly Northern Pacific Railway Company);
And except that portion of said Northeast Quarter of the Southwest Quarter lying South
of a line that begins at a point 110 feet north of the Southeast corner thereof, and runs
North 66°30'00" West 1460 feet, more or less, to the West line of said Northeast
Quarter of the Southwest Quarter;
All in Section 14, Township 32 North, Range 9 East, W. M., in Snohomish County,
Washington.
Situate in the County of Snohomish, State of Washington.

Abbreviated Legal: Ptn. E1/2 NW1/4 & NE1/4 SW1/4, in Sect. 14, Twp. 32N, Rng. 9
EWM, in SNOHOMISH Cty., WA
Parcel No(s): 32 0914 002 003 00
Purported Address: Vacant Timber Land, Darrington, WA

Susan Melrose

From: Jamie Hillery <jhillery@merrillring.com>
Sent: Friday, December 27, 2019 8:02 AM
To: Dan Grausz - Gmail; 'Craig Cammock'
Cc: Nicole Kimzey; Dan Rankin; Tobias Levey; Alison Crowley; Susan Melrose
Subject: RE: Annexation-Grandy Lake Property

Dan

Thanks for the note. We are encouraged by the progress and hopeful that things keep moving forward.

In regards to the annexation we will discuss and get back to you soon.

Hope you are enjoying the holiday season!

Jamie Hillery
Forest Operations Manager
Merrill & Ring
P.O. Box 2264
Mt Vernon, WA 98273
425-330-7713
jhillery@merrillring.com

From: Dan Grausz <dangrausz@gmail.com>
Sent: Thursday, December 26, 2019 1:05 PM
To: Jamie Hillery <jhillery@merrillring.com>; 'Craig Cammock' <craig@skagitlaw.com>
Cc: Nicole Kimzey <nkimzey@merrillring.com>; Dan Rankin <Dan.Rankin@darringtonwa.us>; Tobias Levey <tlevey@forterra.org>; Alison Crowley <acrowley@forterra.org>; Susan Melrose <smelrose@forterra.org>
Subject: Re: Annexation-Grandy Lake Property

Jamie/Craig: my apologies for not responding to this. I have not figured out a way I could assure you control until Closing but am still working on it. If I am not able to assure control, would your client still be interested in pursuing annexation as ultimately that will enhance the value of the property given the kind of development site envisioned by the CBRE appraisal?

In the meantime, however, I am glad to report that the Town of Darrington has now submitted an application to the U.S. Economic Development Association for a \$6 million grant that would enable it to construct the infrastructure on the Property that will be required incident to its development of the Darrington Wood Innovation Center as a facility for the fabrication of mass timber products. The Town and Forterra have been working closely together and with the EDA in the preparation of the grant application as well as on the engineering work relating to the infrastructure phase of the project. Based on initial feedback from the EDA, we are cautiously optimistic that it will be approved.

Based on this submittal, Forterra is exercising its right under Section 1 of the Option Agreement to extend the Option Term until December 31, 2020. We hope to close significantly earlier than that.

Please confirm receipt of this email. My best wishes to you and your families for the holidays.

Dan Grausz

Senior Director of Strategic Projects | Forterra

For the people. For the land. Forever.

901 Fifth Avenue, Suite 2200

Seattle, WA 98164

dangrausz@gmail.com

T 206-669-3899 | W forterra.org

Connect with us online: [Facebook](#) | [Twitter](#) | [Instagram](#) | [Linkedin](#) | [Subscribe to our enews](#)

From: Jamie Hillery <jhillery@merrillring.com>

Date: Friday, November 8, 2019 at 2:37 PM

To: Dan Grausz <dangrausz@gmail.com>, 'Craig Cammock' <craig@skagitlaw.com>

Cc: Rebecca Bouchey <rbouchey@forterra.org>, Nicole Kimzey <nkimzey@merrillring.com>

Subject: RE: Annexation-Grandy Lake Property

Dan

It would be helpful if you could provide a detailed written plan to us on the steps required and how we would be assured control until closing. How would we be assured that annexation does not happen until after closing?

Thanks much,

Jamie Hillery

Forest Operations Manager

Merrill & Ring

P.O. Box 2264

Mt Vernon, WA 98273

425-330-7713

jhillery@merrillring.com

From: Dan Grausz <dangrausz@gmail.com>

Sent: Tuesday, October 29, 2019 1:13 PM

To: Jamie Hillery <jhillery@merrillring.com>; 'Craig Cammock' <craig@skagitlaw.com>

Cc: Rebecca Bouchey <rbouchey@forterra.org>

Subject: Annexation-Grandy Lake Property

Jamie/Craig: assuming the acquisition of the Grandy Lake Property occurs, the property is expected to be annexed into the Town of Darrington. This process is time-consuming (usually takes a year); ideally, we would like to initiate it now so that the actual annexation can occur shortly after Closing. To do so, however, would require the approval of Grandy Lake.

If we handled all of the paperwork and expenses incident to annexation, would Grandy Lake agree to already support the annexation petition by signing the necessary paperwork. We would make sure not to advance the process beyond the point of no return prior to Closing. In other words, if the Option is not exercised, Grandy Lake would still have the ability to stop the annexation process (by withdrawing the annexation petition) if it chose to do so.

Please let me know if this would be possible.

Dan Grausz

Senior Director of Strategic Projects | Forterra

For the people. For the land. Forever.

901 Fifth Avenue, Suite 2200

Seattle, WA 98164

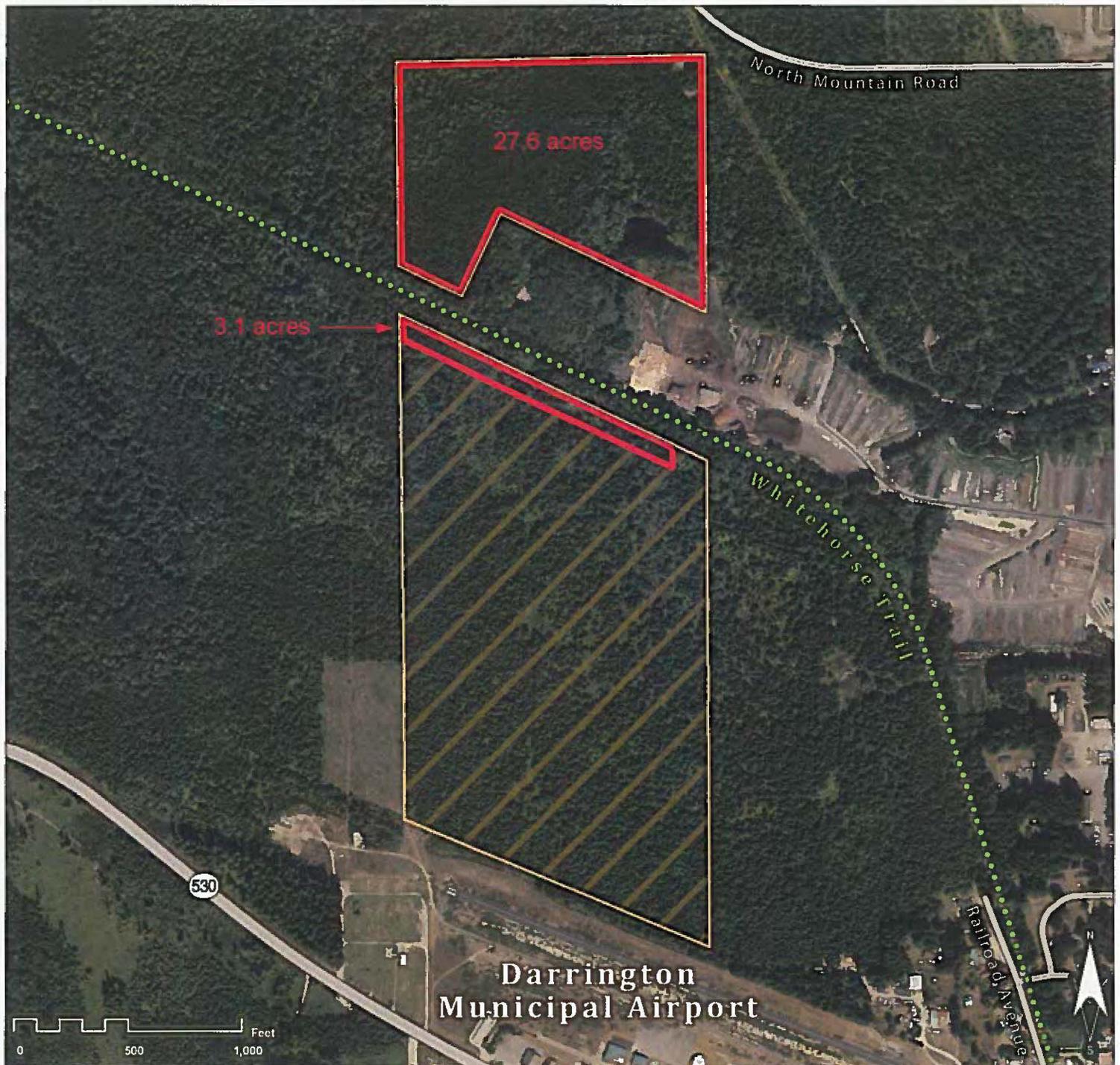
dangrausz@gmail.com

T 206-669-3899 | W forterra.org

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SNOHOMISH COUNTY CONSERVATION FUTURES

Application by the Town of Darrington

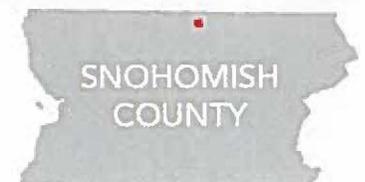


Map Legend

- Subject Property Tax Parcel Boundary
County Tax Parcel ID: 32091400200300
- Proposed Conservation Area
- Area Not Included

- Highway or Street
- Public Trail
- 2019 USDA NAIP Aerial Photography

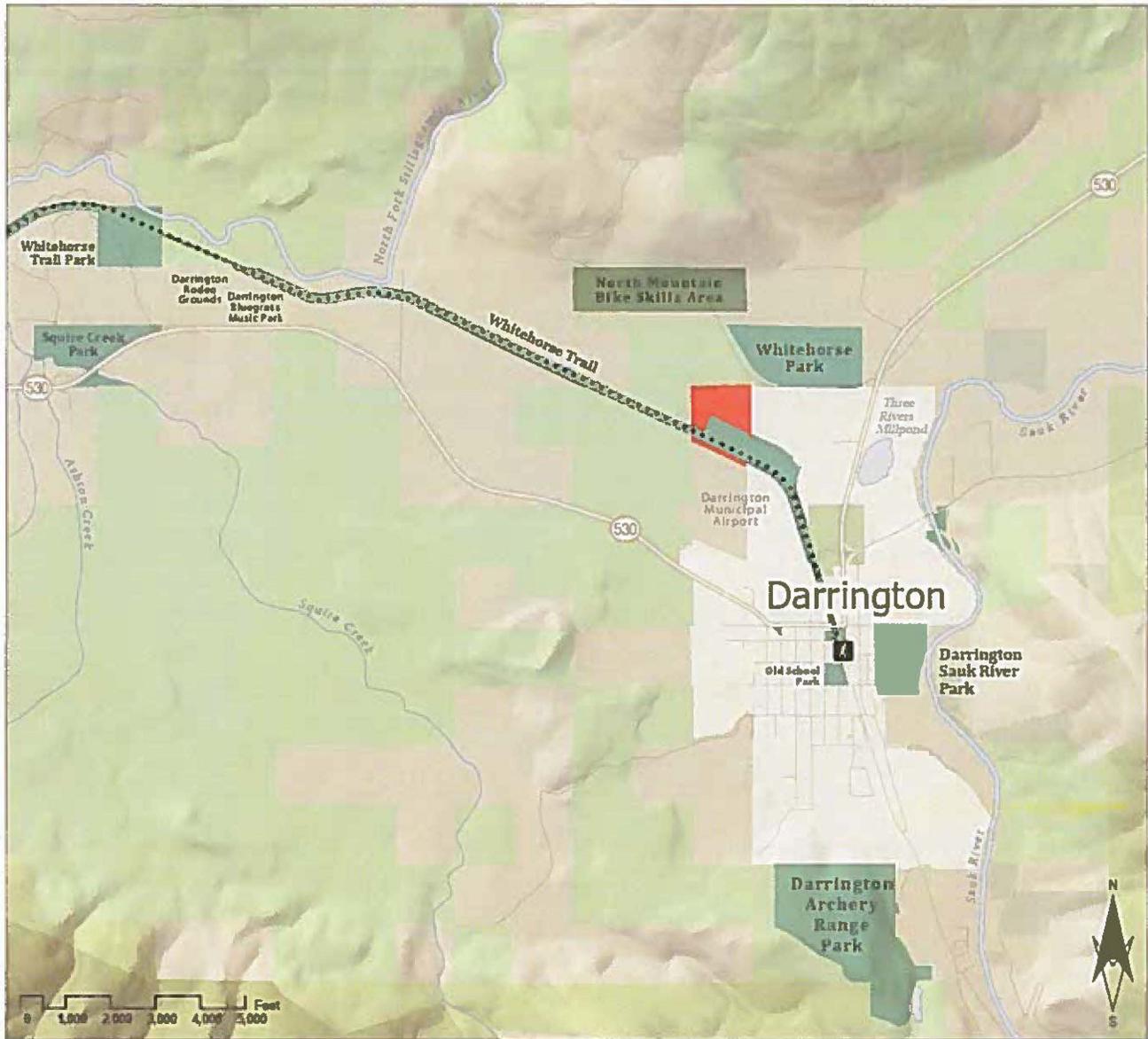
Map date:
April 30, 2020



SNOHOMISH
COUNTY

OPEN SPACE CONNECTIVITY

Building Connections to Public Trails, Parks and Recreation Resources



Conservation Target

- Proposed Acquisition

Transportation

- Highway
- Other Public Road

Political Boundary

- City or Town

Open Space Resources

- Trailhead
- Whitehorse Trail
- State Recreation Area
- Local Park or Open Space

Hydrography

- Lake
- River
- Named Creek

Public Conservation Land

- Boulder River Wilderness Area
- Mt Baker-Snoqualmie National Forest
- Other Federal Land
- State Forest



Map date: May 8, 2020

Town of Darrington

Conservation Futures Grant Application

Match Documentation

1. Washington State Department of Commerce, CERB
Awarded July 2018, Concluded January 2020
\$50,000 grant to perform due diligence including:
 - ALTA Site Survey
 - Cultural Resources Survey
 - Wetland Delineation Survey

2. Washington State Department of Commerce, CERB
Application May 2020, Decision July 2020
\$3,000,000 loan/grant for Darrington Wood Innovation Center including:
 - Land acquisition and associated expenses
 - Addition reports and studies as needed
 - Infrastructure costs for Wood Innovation Center

Attachment 4 – CF20-05 Tillman Farm Conservation Easement

TILLMAN FARM

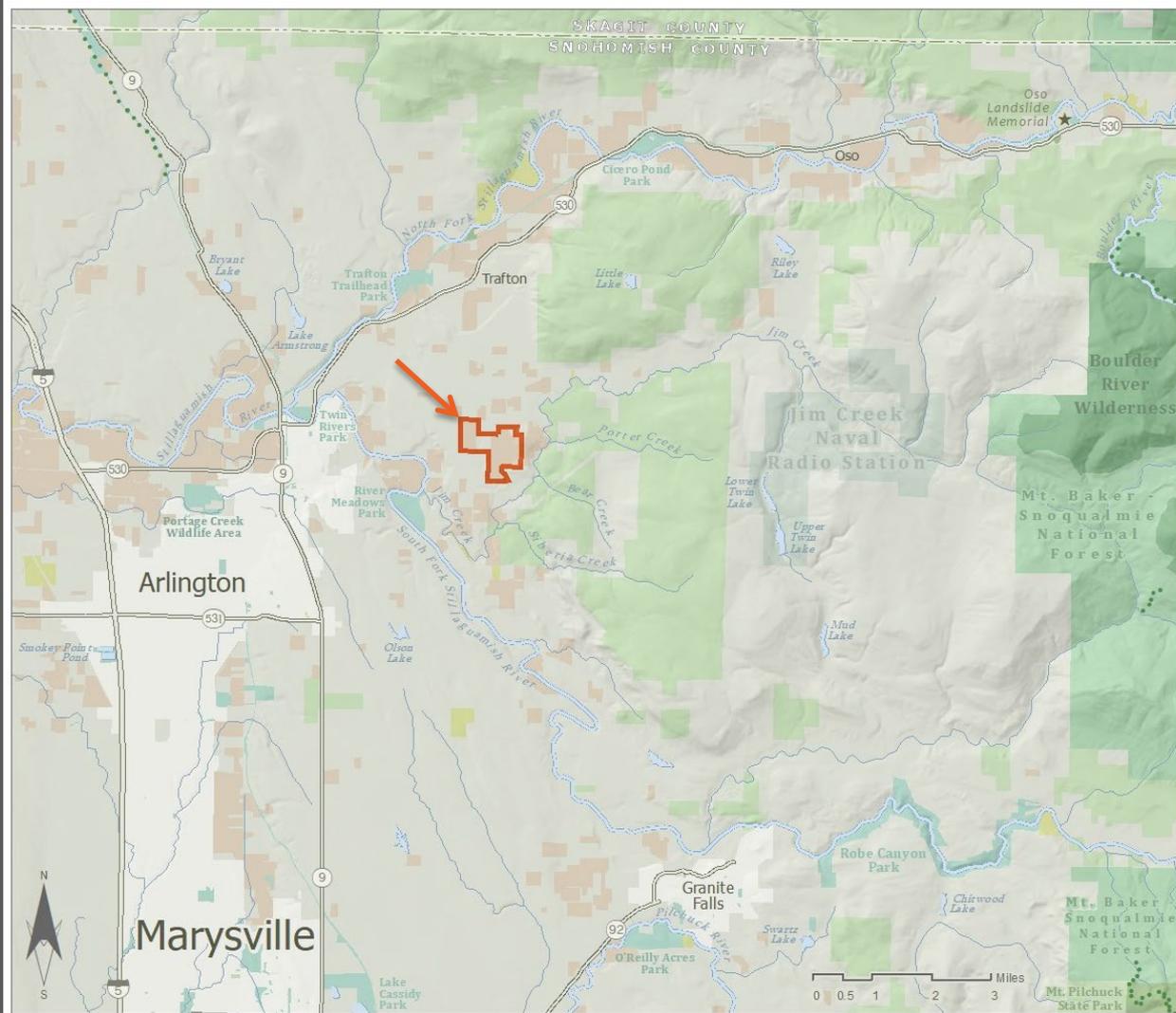
**Snohomish County
Conservation
Futures 2020**



DARCEY HUGHES,
DIRECTOR OF CONSERVATION TRANSACTIONS

FORT&ERRA

PROJECT LOCATION



Conservation Target

- Tillman Farm Property

Transportation

- Highway

Hydrography

- River
- Named Creek
- Lake

Recreation

- Public Trail

Political Boundary

- County Boundary
- City or Town

Agricultural Land

- Farm or Ranch

Conservation or Recreation Land

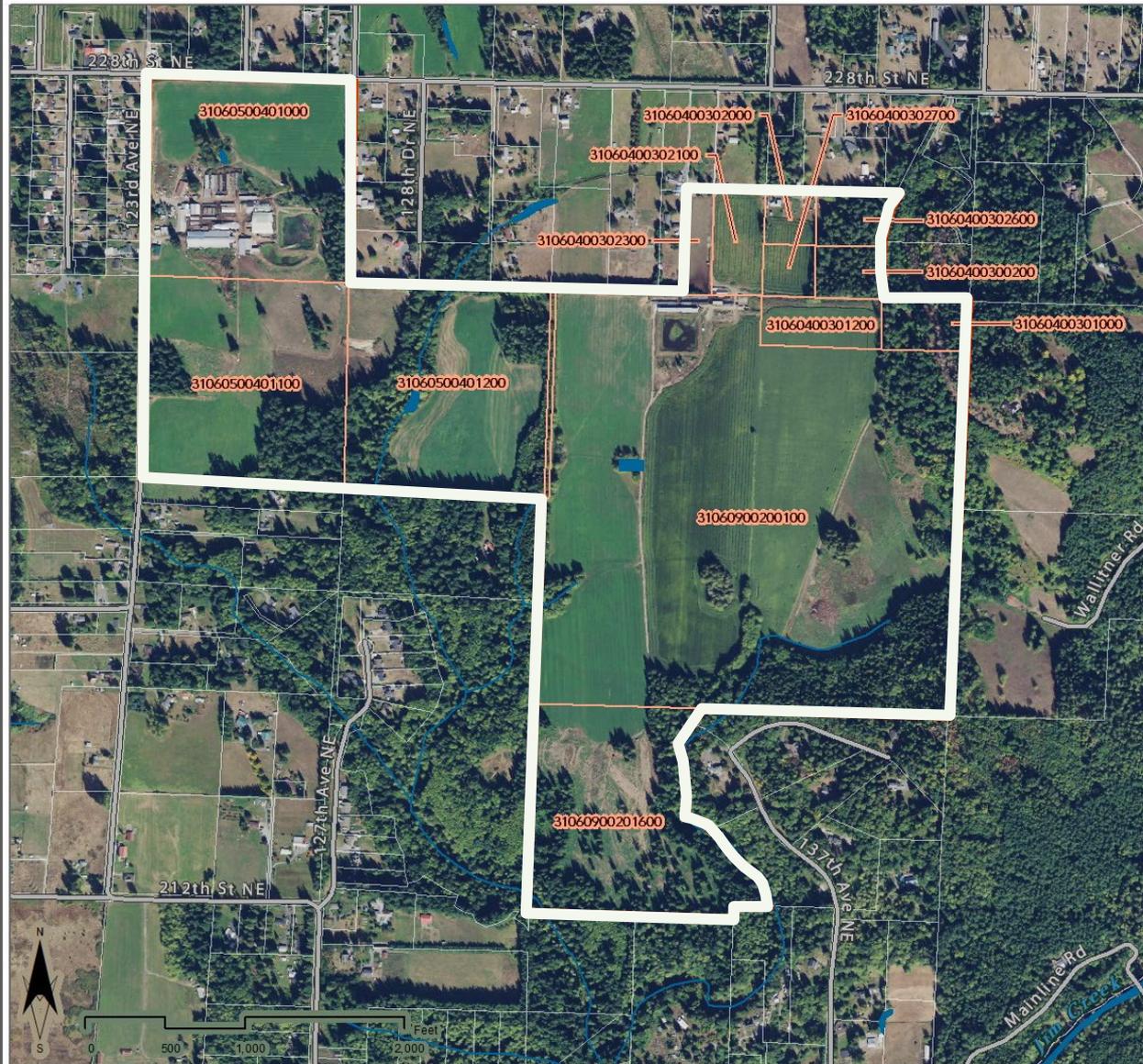
- National Wilderness Area
- National Forest
- Other Federal Land
- State Conservation Area
State Park, Wildlife Area, NRCA or NAP
- State Forest
- County or Municipal Land
- Private Protected Land



Map Date: May 6, 2019

EXISTING CONDITIONS

- 329 acres
- Zoned R5
- Primarily a dairy farm
- Crops include corn, peas, and strawberries
- Hay and silage for livestock



Map Legend

-  Proposed Conservation Easement Boundary
-  Target Property Tax Parcel Boundary
-  Other Tax Parcel Boundary

Map date: April 25, 2019



SNOHOMISH
COUNTY

CURRENT OWNERSHIP & HISTORY



CURRENT OWNERSHIP & HISTORY



TYPE OF INTEREST

AGRICULTURAL CONSERVATION EASEMENT

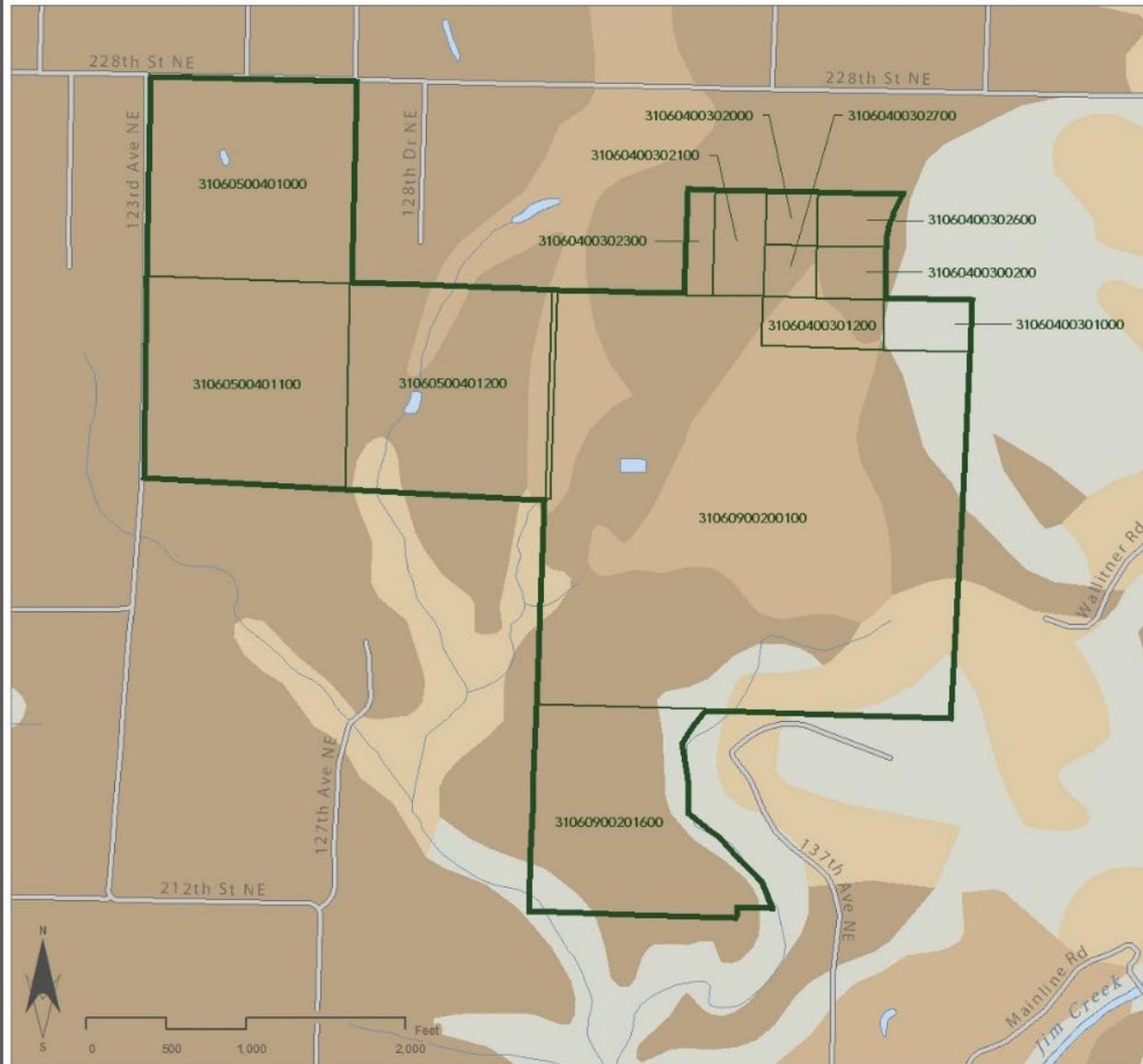
- Acquire conservation easement
- Extinguish 63 development rights; retain 3
- Forterra would own easement in perpetuity



PROJECT SITE DESCRIPTION

VIABILITY: SOILS

- 70% Prime
- 15% Conditional Prime
- 6% Statewide Importance
- 9% Not Prime



Conservation Target

- Proposed Conservation Easement Boundary
- Target Property Tax Parcel Boundary

USDA Agricultural Soil Rating

- Prime Farmland
- Conditional Prime Farmland
Drainage or irrigation required
- Farmland of Statewide Importance
- Not Prime Farmland

Map date:
April 30, 2019



SNOHOMISH
COUNTY

PROJECT SITE DESCRIPTION

VIABILITY: WATER AVAILABILITY

- Multiple water rights, including senior right granted in 1950s
- 350 acre-feet total
- Buried line irrigation system

600

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CERTIFICATE OF WATER RIGHT

Surface Water (Issued in accordance with the provisions of Chapter 117, Laws of Washington for 1917, and amendments thereto, and the rules and regulations of the Department of Ecology.)

Ground Water (Issued in accordance with the provisions of Chapter 263, Laws of Washington for 1946, and amendments thereto, and the rules and regulations of the Department of Ecology.)

PRIORITY DATE	APPLICATION NUMBER	PERMIT NUMBER	CERTIFICATE NUMBER
October 22, 1979	G1-23494	G1-23494P	G1-23494C

NAME: Donald C. Tillman

ADDRESS (STREET) (CITY) (STATE) (ZIP CODE)

22514 - 123rd Avenue N. E. Arlington Washington 98223

This is to certify that the herein named applicant has made proof to the satisfaction of the Department of Ecology of a right to the use of the public waters of the State of Washington as herein defined, and under and specifically subject to the provisions contained in the Permit issued by the Department of Ecology, and that said right to the use of said waters has been perfected in accordance with the laws of the State of Washington, and is hereby confirmed by the Department of Ecology and entered of record as shown, but is limited to an amount actually beneficially used.

PUBLIC WATER TO BE APPROPRIATED

SOURCE: Well

TRIBUTARY OF (IF SURFACE WATERS):

MAXIMUM CUBIC FEET PER SECOND	MAXIMUM GALLONS PER MINUTE	MAXIMUM ACRE-FEET PER YEAR
	180	60

QUANTITY, TYPE OF USE, PERIOD OF USE
Irrigation - during irrigation season (30 acres) 60 acre-feet per year

Single domestic supply & dairy farm use - continuously - supplemental to G1-00394C

LOCATION OF DIVERSION/WITHDRAWAL

APPROXIMATE LOCATION OF DIVERSION/WITHDRAWAL
1300 feet north and 1300 feet east from S $\frac{1}{4}$ corner of Sec. 5

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE, (E. OR W.) W.M.	W.R.I.A.	COUNTY
SW $\frac{1}{4}$ SE $\frac{1}{4}$	5	31	6 E	5	Snohomish

RECORDED PLATTED PROPERTY

LOT _____ BLOCK _____ OF (GIVE NAME OF PLAT OR ADDITION) _____

LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED

SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 5, T. 31N., R. 6E.W.M., Snohomish County, Washington.

State of Washington
DEPARTMENT OF ECOLOGY
4350 - 150th Avenue N.E.
Redmond, WA 98052-5301

RECORDED

Daryl Swanson

89 APR 22 PM 12:11

SNOHOMISH COUNTY RECORDER

RECORDED

PROJECT SITE DESCRIPTION

VIABILITY: DAIRY FARM

- Part of Darigold Cooperative
- 300 head of dairy cows on site
- Pasture for cattle
- Fields for silage corn and hay



PROJECT SITE DESCRIPTION

VIABILITY: DIVERSITY OF CROPS

- Property can support additional agricultural enterprises
- Affordable, productive land attractive to farmers



PROJECT SITE DESCRIPTION

VIABILITY: AG INFRASTRUCTURE

- Barns
- Loafing sheds
- Hay and Silage storage
- Equipment storage
- Buried irrigation
- Irrigation wells

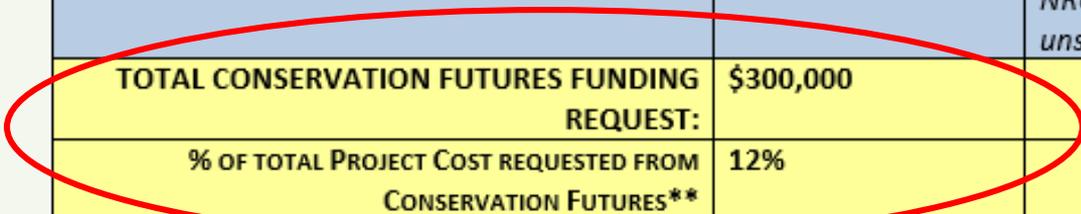


PROJECT STEWARDSHIP & RESPONSIBILITY



PROJECT COSTS

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land (Conservation Easement)	\$2,480,000	Estimate of CE value
Improvements	\$0	Improvements would not be purchased
PROPERTY COSTS SUBTOTAL:	\$2,480,000	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes	\$44,150	Real estate excise tax
Appraisal review	\$5,500	
Appraisal(s)	\$10,000	
Baseline inventory	\$3,500	
Boundary survey	\$8,500	
Closing (escrow/recording fees)	\$3,000	
Cultural resources study	\$0	N/A
Demolition	\$0	N/A
Fencing	\$0	N/A
Hazardous subsidence report	\$5,000	
Noxious weed control	\$0	N/A
Other (Specify)	\$0	
Signage	\$650	
Title reports/insurance	\$3,000	
Wetland delineation	\$0	N/A
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$83,300	
TOTAL PROJECT COST (Property and Incidental):	\$2,563,300	
MATCH (cash and/or donation) – deduct from total project cost*	\$1,280,700 <i>\$982,600</i>	WWRP 2019, secured <i>NRCS 2020, unsecured</i>
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$300,000	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	12%	



PROJECT REVIEW CRITERIA 1

TO WHAT DEGREE DOES THE ACQUIRED PROPERTY PRESERVE OPEN SPACE, FARM AND AGRICULTURAL LAND AND TIMBERLANDS?



PROJECT REVIEW CRITERIA 2

HOW DOES THE PROJECT CONSERVE OPPORTUNITIES WHICH ARE OTHERWISE THREATENED BY DEVELOPMENT?

LOCAL

Growing up in Snohomish County: Sultan becoming center of urban sprawl

As many as 800 new homes are proposed over the next five years in the city of Sultan.



Growing up in Snohomish County: Sultan becoming center ...

Author: Eric Wilkinson
Published: 4:22 PM PST February 19, 2020
Updated: 4:22 PM PST February 19, 2020

SNOHOMISH COUNTY, Wash. — Like a lot of young couples, Colton and Morgen Peterson were looking for something more when they thought about buying a house. But it was a tough task given commute times, schools, and a lack of affordable homes.

Then they discovered Sultan, a city about 25 miles east of Everett along Highway 2. They bought their home last spring.



New housing construction is seen along Broadway on Wednesday in Everett. (Diana Vanni / The Herald)

ADVERTISEMENT

Housing costs, supply are getting dire in Snohomish County

A third of county residents struggle to afford an average two-bedroom apartment, a new report found.

By Joseph Thompson

Thursday, February 6, 2020 7:44pm | LOCAL NEWS



LYNNWOOD — The average cost of a two-bedroom apartment in Snohomish County doubled between 2010 and 2019, according to a [county report released Wednesday](#).

At \$1,889 per month, nearly half the county can't afford the rent without being "cost burdened" — spending more than a third of income on housing and utilities.

PROJECT REVIEW CRITERIA 3

HOW DOES THE PROJECT ESTABLISH TRAIL CORRIDORS AND/OR NATURAL AREA LINKAGE?



PROJECT REVIEW CRITERIA 4

HOW DOES THE PROJECT COMPRISE A PORTION OF A CONTINUUM OF PROJECTS WHICH COLLECTIVELY IMPLEMENT A COMPLETE PROJECT OR OBJECTIVE?

- Stillaguamish Valley Protection Initiative



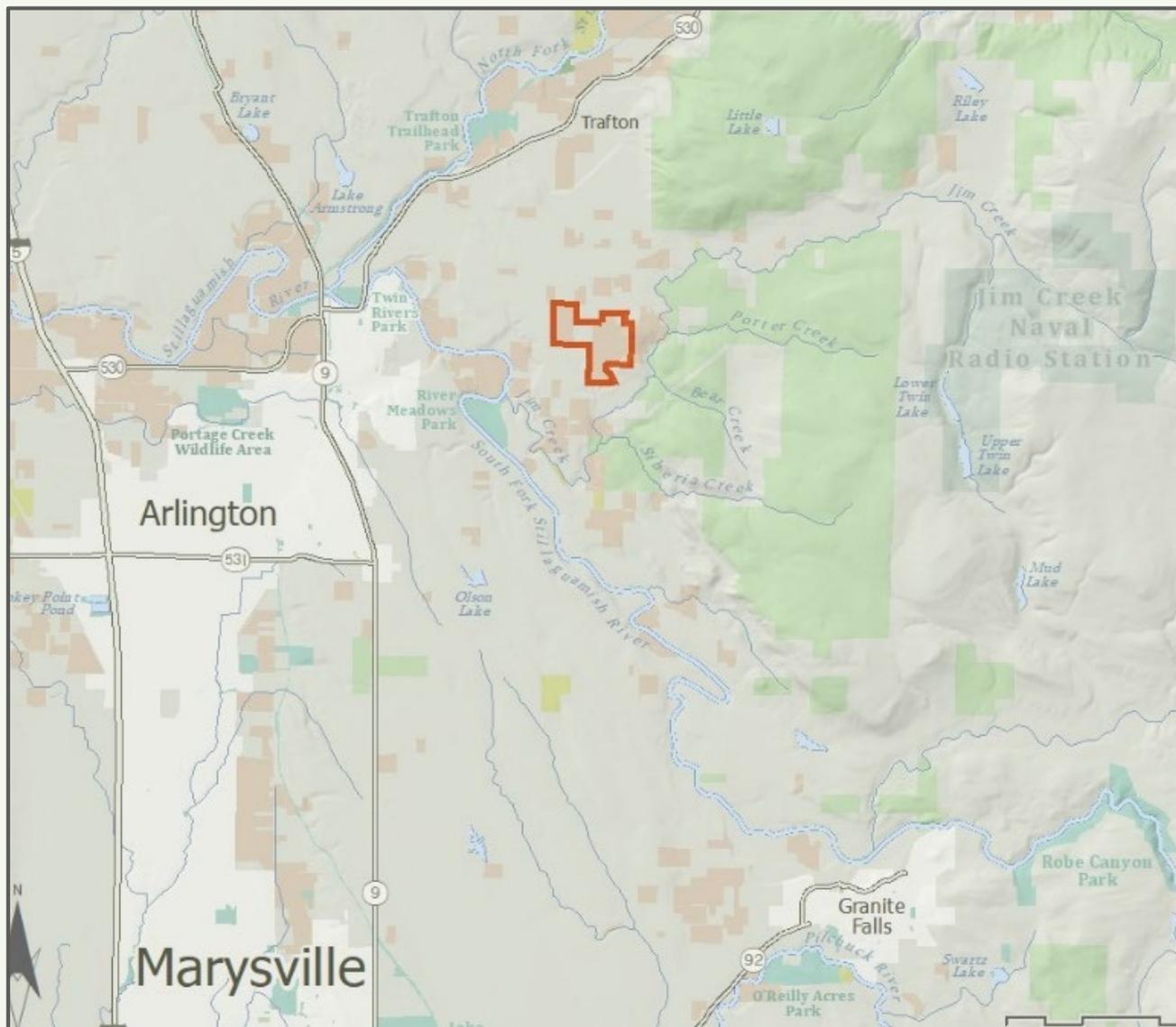
PROJECT REVIEW CRITERIA 5

HOW DOES THE PROJECT ENHANCE OR COMPLEMENT AN ONGOING CONSERVATION OR PRESERVATION PROGRAM?



PROJECT REVIEW CRITERIA 6

WILL THE PROJECT PROVIDE REGIONAL OR COMMUNITY-WIDE SIGNIFICANCE?



PROJECT REVIEW CRITERIA 7

HOW DOES THE PROJECT COMPLY WITH ONE OR MORE OPEN SPACE PROGRAM POLICIES AND CRITERIA?

- Goal LU6.B: the County should “Encourage land use activities and development intensities that protect the character of rural areas, [and] avoid interference with resource land uses.”
- Goal LU7: “Conserve and enhance existing agriculture efforts and support innovative farming approaches as an essential part of local and regional economy and food and farm product supply.”
- Goal NE4: “Balance the goals of protecting elements of the natural environment while promoting the long-term viability of commercial agriculture.”

PROJECT REVIEW CRITERIA 8

HOW DOES THE PROJECT PROVIDE MULTI-JURISDICTIONAL BENEFIT?

- Preserves a historic Centennial Farm
- Maintains the rural character of the Arlington area
- Retains open space and wildlife habitats
- Protects downstream salmon habitat
- Provides ag community and future farmers with a large, contiguous property



PROJECT REVIEW CRITERIA 9

HOW WILL THE PROJECT PROVIDE FOR PUBLIC USE AND ENJOYMENT?



Protected habitat results in more species seen in nearby public lands

PROJECT REVIEW CRITERIA 10

DOES THIS PROJECT REPRESENT A UNIQUE OR SPECIAL OPPORTUNITY?



OTHER CRITERIA A

DOES THE PROJECT COMPRISE AN ENTIRE PROJECT?



OTHER CRITERIA B

DOES THE PROJECT SITE INVOLVE CONTRIBUTIONS FROM GROUPS OR AGENCIES THAT WILL REDUCE THE NEED TO UTILIZE CONSERVATION FUTURES PROGRAM FUNDS?

- WWRP Farmland Grant 2019 (secured) – \$1,280,700 (50%)
- NRCS or WA State Conservation Commission – \$982,600 (38%)
- Conservation Futures Grant – \$300,00 (12%)



OTHER CRITERIA C

IS THE PROJECT SPONSOR PREPARED TO PROVIDE LONG-TERM STEWARDSHIP FOR THE PROPOSED PROJECT?



PROJECT SUPPORT



Snohomish County

Dave Somers
County Executive

3000 Rockefeller Ave., M/S 407
Everett, WA 98201-4046
(425) 388-3460
www.snoco.org

April 24, 2019

Forterra
Attn: Michelle Connor, CEO
901 Fifth Avenue, Suite 2200
Seattle, WA 98164

Subject: Support for Forterra "Tillman Farm" conservation efforts and
2019 WWRP-Farmland Preservation proposal

Dear Ms. Connor:

By way of this letter, I wish to offer Snohomish County's enthusiastic support for Forterra's efforts, in partnership with Snohomish County, to conserve the 329-acre Tillman Farm in Arlington Heights. In particular, the county supports Forterra's 2019 Washington Wildlife and Recreation Program-Farmland Preservation program proposal to the Washington State Recreation and Conservation Office, which would provide vital resources toward conserving this critical farm property.

This Centennial Farm is one of the largest, most productive farms in Snohomish County and supports multiple family-run agricultural businesses. However, we are losing hundreds of acres of farmland every year in the county. In fact, according to the US Department of Agriculture, we lost 7,000 acres just in the last 5 years. That is why it is imperative for the county, Forterra, and other farmland conservation partners to act quickly to save family farms in Snohomish County.

Thank you for your leadership on this critical issue. We look forward to working with you to conserve the Tillman Farm and many others in the years to come.

Sincerely,

Dave Somers
Snohomish County Executive

Snohomish County Farm Bureau
7230 89th Avenue SE
Snohomish, WA 98290

July 26, 2019

Forterra
Attn: Michelle Connor, CEO
901 Fifth Avenue, Suite 2200
Seattle, WA 98164

Subject: Support for Forterra "Tillman Farm" conservation efforts and
2019 WWRP Farmland Preservation proposal

Dear Ms Connor:

The Snohomish County Farm Bureau supports agriculture and the efforts to preserve farmland. Preserving the 329-acre Tillman Farm in Arlington Heights will be a great benefit for the entire community.

Farms and open space are appreciated by most of us. They provide us with food and fiber, recreation, along with wildlife habitat. Too much is being lost to development and action needs to be taken now to preserve farmland. Snohomish County agriculture has been changing and evolving for many years. Farms have consolidated and increased in size but now the trend is reversing. The infrastructure supporting agriculture is also making changes as the county is transitioning from commodity production to an urban base farming.

Thank you for your leadership on this critical issue. We look forward to your success in this effort, and many others in the years to come. If you require any assistance from the Snohomish County Farm Bureau, please do not hesitate to ask.

Sincerely,

Dan Bartelheimer
President Snohomish County Farm Bureau



THANK YOU! QUESTIONS?

TILLMAN FARM

Snohomish County Conservation Futures 2020

DARCEY HUGHES, DIRECTOR OF CONSERVATION TRANSACTIONS

FORT&RRA

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: TILLMAN FARM CONSERVATION EASEMENT

PROJECT SPONSOR: FORTERRA

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20- 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 (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: Tillman Farm Conservation Easement

2. AMOUNT REQUESTED (from Cost Worksheet) \$300,000

3. PROJECT SPONSOR: Forterra NW

Address: 901 5th Ave, Suite 2200, Seattle, WA 98164

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

4. CONTACT PERSON:

Name: Darcey Hughes Title: Director of Conservation Transactions

Address: 901 5th Ave, Suite 2200, Seattle, WA 98164

Phone: 206-204-8055 Cell Phone:

Email Address: dhughes@forterra.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 22519 123RD AVE NE Arlington, WA 98223-6903

Section: 5 Township: 31N Range: 6E

Assessor Tax Account Number(s): 31060500401000 (1), 31060500401100 (2), 31060500401200 (3), 31060400302300 (4), 31060400302100 (5), 31060400302000 (6), 31060400302700 (7), 31060400302600 (8), 31060400300200 (9), 31060400301200 (10), 31060400301000 (11), 31060900200100 (12), 31060900201600 (13)

Property Legal Description (full legal if available): SEC 05 TWP 31 RGE 06RT-17) NW1/4 SE1/4 LESS CO RD OSA-74 (1), SEC 05 TWP 31 RGE 06RT-18) SW1/4 SE1/4 LESS CO RD OSA-74 (2), SEC 05 TWP 31 RGE 06RT-19) SE1/4 SE1/4 DF 73 (3), SEC 04 TWP 31 RGE 06LOT 1 AS DESC IN SP 383 (12-83) REC PER AF NO 8403190243 BEING A PTN OF NW14/ SW1/4 OSF 90 (4), SEC 04 TWP 31 RGE 06S1/2 E1/2 E1/2 NW1/4 SW1/4 OSA-75 (5), Section 04 Township 31 Range 06 Quarter SW - SEG'D PTN TO 31060400302600 FOR TAX PURPOSES ONLY - N1/2 S1/2 NE1/4 SW1/4 EXC PTN CONVYD BY ELL LOUISE GISLER TO SNO CO PER DEED REC AFN 619515 BEINGPTN S1/2 NE1/4 SW1/4 LYNG ELY LN 25FT W & PLW C/L EYRE SHINGLE CO R/W AKA LOT 2 BLA 97-102047 REC AFN 9802030409 LESS TH PTN SEG'D FOR TAX PUROPSES ONLY DAF - N1/2 OF ELY 6.25AC OF WLY 11.25AC S1/2NE1/4 SW1/4 REFER TO 31060400302001 FOR MH ONLY (OSA-87) (6), Section 04 Township 31 Range 06 Quarter SW - SEG'D PTN FOR TAX PURPOSES ONLY - S1/2

S1/2 NE1/4 SW1/4 EXC PTN CONVYD BY ELL LOUISE GISLER TO SNO CO REC AFN 619515 BEING PTN S1/2 NE1/4 SW1/4 LYNG ELYLN 25FT W & PLW C/L EYRE SHINGLE CO R/W AKA LOT 2 OF BLA 98-100973 REC AFN 9804230503 LESS PTN SEG'D FOR TAX PURPOSES DAF - S1/2 ELY 6.25AC OF WLY 11.25 AC S1/2 NE1/4 SW1/4 REFER TO 31060400300200FOR REMAINDER (OSA-87) (7), Section 04 Township 31 Range 06 Quarter SW - SEG'D FOR TAX PURPOSES ONLY - N1/2 OF ELY 6.25AC OF WLY 11.25AC S1/2 NE1/4 SW1/4 BEING A PTN LOT 2 BLA 97-102047 REC AFN 9802030409 REFER TO31060400302000 FOR REMAINDER (OST-75) (8), Section 04 Township 31 Range 06 Quarter SW - FDP SEG'D FOR TAX PURPOSES ONLY - S1/2 OF ELY 6.25AC OF WLY 11.25AC S1/2 NE1/4 SW1/4 BEING PTN LOT 2 BLA 98-100973 REC AFN 9804230503 REFER TO31060400302700 FOR REMAINDER (OST-75) (9), Section 04 Township 31 Range 06 Quarter SW - N1/2 NW1/4 SE1/4 SW1/4 AKA LOT 2 OF BLA 98-105015 REC AFN 9807130774 (OSA-79) (10), Section 04 Township 31 Range 06 Quarter SW - N1/2 NE1/4 SE1/4 SW1/4 AKA LOT 2 BLA 98-108242 REC AFN 9809180372 (OSA-79) (11), Section 09 Township 31 Range 06 Quarter NW - SEG FOR TAX PURP ONLY - LOT 9 SURV REC IN VOL 45 OF SURV PG 148 (AFN 9507055001) TGW N1/2 NW1/4 SEC 09 TWP 31 RGE 06 ALSO TGW S1/2 SW1/4 SEC 04 TWP 31RGE 06 EXC W 15FT SW1/4 SW1/4 SD SEC 4 & EXC N1/2 N1/2 SE1/4 SW1/4 SD SEC 4 AKA LOT 1 SNO CO BLA 98-108242 BA REC UND AFN 9809180372 EXC TH PTN SEG FOR TAX PURP ONLY TO ACCT 31060900201600 DAF - LOT 9SURV REC IN VOL 45 OF SURV PG 148 REC UND AFN 9507055001 (OSA-1979 149.54AC) (12), Section 09 Township 31 Range 06 Quarter NW - SEG FOR TAX PURP ONLY - LOT 9 SURV REC IN VOL 45 OF SURV PG 148 (AFN 9507055001) AKA SWLY PTN LOT 1 SNO CO BLA 98-108242 BA REC UND AFN 9809180372 BEINGA PTN SW1/4 NE1/4 & SE1/4 NW1/4 SD SEC 9 REFER TO 31060900200100 FOR REMAINDER (OSA-1997 32.46AC) (13)

2. EXISTING CONDITIONS:

Number of Parcels: 13 Total Acres: 329.40

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

Current Zoning: R-5

List Existing Structures/Facilities: Barn, garage, residence, shed, shop. Milking parlors, silos, and other infrastructure capable of supporting dairy operations.

Current Use: Primarily a dairy operation. Also produces crops which include corn, peas, and strawberries. Hay and silage for livestock.

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

Shoreline? (lineal ft.): N/A

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

3. CURRENT OWNERSHIP:

Current Owner(s): Tillman Farms LLC

Is the property owner a willing seller? YES* X NO ___

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 X **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:

Working farmlands in Washington State are essential to the economic, environmental, and community sustainability for the region. These keystone lands not only provide family-wage jobs, but can also protect fish and wildlife habitat, regulate surface water runoff, sequester carbon, and provide places to recreate, among many other benefits. However, as our region continues to grow, so does the pressure on these lands to convert to non-farmland uses. One such keystone place lies on the plateau above Arlington in Snohomish County known as Tillman Farm. A Snohomish County Centennial Farm, the 329-acre property has been owned by the Tillman family since the early 1900s, where they've raised dairy cows, grown hay, corn, and silage, and even berries. The farm has approximately 85% prime farmland soils or soils of statewide significance, and the property includes substantial water rights, which will be secured along with the land to ensure farming is viable on the site into the future.

However, with the family retiring from agriculture, this keystone farm is in danger of conversion to non-farm uses. Snohomish County is one of the fastest-growing counties in the country – evidence of which can be seen in the most recent US Department of Agriculture Census of Agriculture, which found that the County lost 7,000 acres of farmland between 2012 and 2017. If left unprotected, the Tillman Farm will almost certainly contribute to the acreage lost. Tillman Farm is also one of the last farms of significant acreage located outside of the Stillaguamish River floodplain. Forterra proposes to protect this critical farm through the acquisition of a conservation easement that will ensure the property remains viable for agricultural use for generations to come. Acquiring a conservation easement will fairly compensate the Tillman family for the development value they would be removing with the conservation easement, but also makes the land more affordable to the next generation of farmers if and when the family wishes to sell their farm.

6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

Forterra has a dedicated Director of Land Management as well as a Lands Manager who oversee the stewardship and management of all Forterra fee-owned properties and conservation easements. Once acquired, the Tillman Farm conservation easement will be added to our lands portfolio and monitored, at minimum, on an annual basis. Forterra has a stewardship endowment to help pay for costs associated with the management of our lands and easements.

The next generation of the Tillman family would like to continue to farm, should the property be conserved, thus allowing for continued private business use of the site.

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):

Forterra has estimated the value of the Tillman Farm conservation easement from the Snohomish County Assessor's value for the property. Forterra will obtain an independent third-party appraisal and review appraisal to determine the exact value of the conservation easement prior to acquisition.

*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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land (Conservation Easement)	\$2,480,000	Estimate of CE value
Improvements	\$0	Improvements would not be purchased
PROPERTY COSTS SUBTOTAL:	\$2,480,000	
Reimbursable Incidental Costs (as appropriate)		
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TOTAL PROJECT COST (Property and Incidental):	\$2,563,300	
MATCH (cash and/or donation) – deduct from total project cost*	\$1,280,700 \$982,600	WWRP 2019, secured NRCS 2020, unsecured
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$300,000	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	12%	

***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.

Forterra has secured a WWRP Farmland Protection grant for the Tillman Farm conservation easement acquisition for \$1,280,700 (Project #19-1526). Forterra will apply for NRCS ACEP-ALE funding for the remainder of the match as soon as USDA releases the new RFP, anticipated later in 2020. Forterra may also see other sources of grant funds and/or private philanthropy for match.

****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 a conservation easement on this property will preserve the majority of the 329-acre property as farm and agricultural land/open space by extinguishing 63 development rights. Three development rights will be reserved to support current and future farmers. In addition, Tillman Farm has approximately 85% prime farmland soils or soils of statewide significance.

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

According to the most recent agriculture census for Snohomish County, approximately 7,000 acres of agricultural lands in the County were converted to non-farm uses over the 5-year span between censuses, making large tracts with relatively small residential lots all the more uncommon, as well as threatened by conversion. Several other entities have approached the landowner expressing an interest in developing the site into residential subdivisions, which offers approximately 66 rural home lots. In addition, the Tillman Farm property is located on the Arlington plateau, completely outside of the floodplain, and is the last remaining farm of its size that is free from flooding issues. This makes it even more desirable for development.

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

As a working farm, this project does not establish or connect with any trail networks. However, acquiring a conservation easement to prevent development and conserve this farm will keep the property as open space, allowing for continued use by various wildlife found on the property. This includes red-tailed hawks, bald eagles, and other raptors who hunt in the property's fields for mice, voles, and snakes. It also provides places for waterfowl to feed and rest during their migrations. And the forested areas on the property are home to a plethora of cavity-nesting birds, deer, coyote, and other wildlife enjoyed by the surrounding community.

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

In the mainstem Stillaguamish River Reach, a Sustainable Lands Strategy (SLS) initiative called the Stillaguamish Valley Protection Initiative (SVPI), of which Forterra is a partner, is working to protect agricultural lands from being subdivided and/or developed. The main focus of the SVPI is to protect farmland and the benefits this open space provides for local food production, flood storage capacity, water infiltration, and wildlife habitat. The urgency of protecting these lands from development is a shared priority for both the agriculture and habitat participants in SLS, particularly in the face of forecasted population growth in Snohomish County and the area's close proximity to the I-5 transportation corridor. Revenue from the sale of easements will help the farming community by providing an infusion of capital in exchange for removing future development options while allowing landowners to retain full ownership and rights to their property. It will also maintain a critical mass of contiguous farming acreage in the Stillaguamish Valley, helping to ensure the land remains focused on productive agriculture and limiting non-complementary uses. Tillman Farm is also one of the last farms of significant acreage located outside of the Stillaguamish River floodplain, making it a high development threat, and thus a high conservation need.

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

The SVPI is an example of a community effort underway that uses principles from the Farmland Conservation Strategy to preserve farmland for agriculture. Successes from the SVPI effort will inform implementation of the Farmland Conservation Strategy in other areas of the County. Conservation of the Tillman Farm is part of the SVPI efforts to permanently protect and conserve working farms in the Stillaguamish Valley and Snohomish County.

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

This project impacts the local community, economy, and environment by not only maintaining the property's working farm and open space benefits, but also making the land more affordable for farmers in the future, should the Tillmans someday decide to sell. So often, farmers looking to start or expand their businesses are priced out by the high cost of land. This forces farmers to move further from population centers to find affordable land to farm, but can increase the cost to transport goods to regional markets.

Protecting open spaces like Tillman Farm also helps to provide habitat for wildlife species and multiple fish such as Chinook, Coho, and winter steelhead. Bull trout and summer steelhead can be found on nearby and connecting streams. The farm is home to red-tailed hawks, bald eagles, and other raptors who hunt in the property's fields for mice, voles, and snakes. It also provides places for waterfowl to feed and rest during their migrations. And the forested areas on the

property are home to a plethora of cavity-nesting birds, deer, coyote, and other wildlife enjoyed by the surrounding community.

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

Per SCC Chapter 4.14, the County established the Conservation Futures funding program in order to enable the acquisition of interests or rights in real property for the preservation of open space, farm and agricultural land, and timber land for public use and enjoyment. The proposed conservation easement acquisition would preserve the 329-acre historic Tillman Farm property, which is a Snohomish County Centennial Farm, and has been used to grow corn, peas, strawberries, and other crops over the past 100 years. Most recently, the property has been operated as a dairy and to grow hay and silage for area livestock farmers. Tillman Farm has approximately 85% prime farmland soils or soils of statewide significance. Conservation of this property will also protect fish and wildlife habitat, help regulate surface water runoff, and provide habitat for local and migratory birds and other wildlife.

The Tillman Farm conservation easement acquisition also falls within the Snohomish County Growth Management Act requirement to retain open space and conserve fish and wildlife habitat. The Economic Development Element of the GMA indicates that the County “shall conserve and enhance existing agriculture efforts and support innovative farming approaches as an essential part of local and regional economy and food and farm product supply” (6.A.2), and that the County should provide “opportunities for economic activities in resource land,” including agriculture.

In addition, in the Land Use Element, Objective LU 6.B states the County should “Encourage land use activities and development intensities that protect the character of rural areas, [and] avoid interference with resource land uses.” Goal LU7 states: “Conserve and enhance existing agriculture efforts and support innovative farming approaches as an essential part of local and regional economy and food and farm product supply.” Finally, the Natural Environment Element, Goal NE4, discusses balancing the goals of protecting natural habitats while promoting the long-term viability of commercial agriculture.

Conservation of the 329-acre Tillman Farm would provide a significant accomplishment towards farmland conservation goals and objectives outlined in the GMA, including conserving agricultural land, protecting the rural character of the area, and balancing natural habitat conservation with agricultural activities.

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

Acquisition of a conservation easement over the Tillman Farm property provides multi-jurisdictional benefits to Snohomish County, the Town of Arlington, and the agricultural community. Conservation of this 329-acre farm preserves a historic Centennial Farm, maintains the rural character of the Arlington area, retains open space and wildlife habitats, as well as

protects downstream salmon habitat, and provides the agricultural community and future farmers with a large, contiguous property, located outside of the floodplain that will forever be dedicated to agriculture.

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

The protecting of habitat for fish and wildlife species enhances the likelihood that the public will see and hear species such as red-tailed hawks, deer, and even the occasional coyote in nearby public lands.

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

Yes, the Tillman Farm property is the last remaining farm of its size outside of the Stillaguamish Valley floodplain and thus is highly desirable for residential development. The chance to acquire this property for conservation purposes presents a special opportunity which Forterra hopes to realize for the residents of Snohomish County and the entire Stillaguamish Valley.

Other Criteria:

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

A. Does the project comprise an entire project?

YES

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

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

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.

Appendix H: Landowner Acknowledgement Form

Landowner Information

Name of Landowner: Tillman Farms LLC

Landowner Contact Information:

Mr. Ms. Title: First Name: Don Last Name: Tillman

Contact Mailing Address: 22519 123rd Avenue NE Arlington, WA 98223

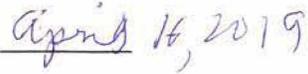
Contact E-Mail Address:

Property Address or Location: **22519 123rd Avenue NE Arlington, WA**

1. Don and Anna Mae Tillman of Tillman Farms LLC are the legal owners of property described in this grant application.
2. We are aware that the project is being proposed on our property.
3. If the grant is successfully awarded, we will be contacted and asked to engage in negotiations.
4. My signature does not represent authorization of project implementation.
5. If I am affiliated with the project sponsor, we will recuse ourselves from decisions made by the project sponsor to work on or purchase our property.



Landowner Signature



Date

Landowner Signature

Date

Project Sponsor Information

Project Name: Tillman Farm

Project Applicant Contact Information:

Mr. Ms. Title: Senior Conservation Director

First Name: Jordan

Last Name: Rash

Mailing Address: 901 Fifth Avenue, Suite 2200 Seattle, WA 98164

E-Mail Address: jrash@forterra.org



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-996712-a-WA1

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

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, ***First American Title Insurance Company***, a Nebraska 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American 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.

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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; and
- (f) Schedule B, Part II—Exceptions.

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.

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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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-996712-a-WA1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104

Issuing Office's ALTA® Registry ID:

Reference No.: Tillman Farms

Commitment No.: NCS-996712-a-WA1

Issuing Office File No.: NCS-996712-a-WA1

Property Address: 22519 123rd Avenue NorthEast, Arlington, WA 98223

Escrow Officer Name:

Revision No.:

Escrow Officer Number:

Escrow Officer Email:

Escrow Assistant Name:

Escrow Assistant Number:

Escrow Assistant Email:

Title Officer Name: Lavonne Bowman

Title Officer Number: (206)615-3269

Title Officer Email: lavbowman@firstam.com

SCHEDULE A

1. Commitment Date: April 21, 2020 at 8:00 AM

2. Policy to be Issued:

	Amount	Premium	Tax
(a) <input checked="" type="checkbox"/> 2006 ALTA® Standard Owner's Policy	\$TBD	\$TBD	\$TBD
Proposed Insured: TBD			
(b) <input type="checkbox"/> ALTA® Policy	\$	\$	\$
Proposed Insured:			
(c) <input type="checkbox"/> ALTA® Policy	\$		
Proposed Insured:			

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:

Tillman Farms, LLC, a Washington limited liability company

5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-996712-a-WA1

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. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-996712-a-WA1

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:

1. 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.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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**SCHEDULE B - SECTION 2
(continued)
SPECIAL EXCEPTIONS**

9. Lien of Real Estate Excise Tax upon sale of said premises, or transfer of a controlling interest, if unpaid. As of the date herein, the excise tax rates are as follows:
Levy/Area Code:01151/05102

State Excise Tax for real property classified as Timberland (RCW 84.34 or RCW 84.33) or Agricultural land (RCW 84.34.020):

1.28% of the selling price

All other State Excise Tax:

- 1.10% of the selling price less than or equal to \$500,000.00
- 1.28% of the selling price from \$500,000.01 to \$1,500,000.00
- 2.75% of the selling price from \$1,500,000.01 to \$ 3,000,000.00
- 3.00% of the selling price over \$3,000,000.00

Local Excise Tax for Arlington

.50% of the selling price

In additional to Excise Tax due, a fee of \$5.00 will be charged on all taxable transactions (\$10.00 on all exempt transactions)

10. General Taxes for the year 2020.

Tax Account No.:	310604-003-027-00
Amount Billed:	\$ 54.31
Amount Paid:	\$ 0.00
Amount Due:	\$ 54.31
Assessed Land Value:	\$ 138,600.00
Assessed Improvement Value:	\$ 0.00

(Affects a portion of Parcel I)

11. General Taxes for the year 2020.

Tax Account No.:	310604-003-002-00
Amount Billed:	\$ 32.20
Amount Paid:	\$ 0.00
Amount Due:	\$ 32.20
Assessed Land Value:	\$ 132,500.00
Assessed Improvement Value:	\$ 0.00

(Affects a portion of Parcel I)

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12. General Taxes for the year 2020.
 Tax Account No.: 310604-003-010-00
 Amount Billed: \$ 81.82
 Amount Paid: \$ 0.00
 Amount Due: \$ 81.82
 Assessed Land Value: \$ 105,000.00
 Assessed Improvement Value: \$ 0.00

(Affects Parxel II)

13. General Taxes for the year 2020.
 Tax Account No.: 310604-003-012-00
 Amount Billed: \$ 81.82
 Amount Paid: \$ 0.00
 Amount Due: \$ 81.82
 Assessed Land Value: \$ 169,000.00
 Assessed Improvement Value: \$ 0.00

(Affects Parcel III)

14. General Taxes for the year 2020.
 Tax Account No.: 310604-003-020-00
 Amount Billed: \$ 174.73
 Amount Paid: \$ 0.00
 Amount Due: \$ 174.73
 Assessed Land Value: \$ 182,900.00
 Assessed Improvement Value: \$ 11,900.00

(Affects a portion of Parcel IV)

15. General Taxes for the year 2020.
 Tax Account No.: 310604-003-026-00
 Amount Billed: \$ 31.33
 Amount Paid: \$ 0.00
 Amount Due: \$ 31.33
 Assessed Land Value: \$ 141,500.00
 Assessed Improvement Value: \$ 0.00

(Affects a portion of Parcel IV)

16. General Taxes for the year 2020.
 Tax Account No.: 310604-003-021-00
 Amount Billed: \$ 116.24
 Amount Paid: \$ 0.00
 Amount Due: \$ 116.24

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Assessed Land Value: \$ 228,000.00
 Assessed Improvement Value: \$ 3,400.00

(Affects Parcel V)

17. General Taxes for the year 2020.

Tax Account No.: 310604-003-023-00
 Amount Billed: \$ 34.36
 Amount Paid: \$ 0.00
 Amount Due: \$ 34.36
 Assessed Land Value: \$ 135,000.00
 Assessed Improvement Value: \$ 0.00

(Affects Parcel VI)

18. General Taxes for the year 2020.

Tax Account No.: 310605-004-010-00
 Amount Billed: \$ 3,445.33
 Amount Paid: \$ 0.00
 Amount Due: \$ 3,445.33
 Assessed Land Value: \$ 666,000.00
 Assessed Improvement Value: \$ 297,100.00

(Affects Parcel VII)

19. General Taxes for the year 2020.

Tax Account No.: 310605-004-011-00
 Amount Billed: \$ 320.37
 Amount Paid: \$ 0.00
 Amount Due: \$ 320.37
 Assessed Land Value: \$ 358,500.00
 Assessed Improvement Value: \$ 0.00

(Affects Parcel VIII)

20. General Taxes for the year 2020.

Tax Account No.: 310605-004-012-00
 Amount Billed: \$ 77.24
 Amount Paid: \$ 0.00
 Amount Due: \$ 77.24
 Assessed Land Value: \$ 0.00
 Assessed Improvement Value: \$ 0.00

(Affects Parcel IX)

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21. General Taxes for the year 2020.

Tax Account No.:	310609-002-001-00
Amount Billed:	\$ 1,282.06
Amount Paid:	\$ 0.00
Amount Due:	\$ 1,282.06
Assessed Land Value:	\$ 137,000.00
Assessed Improvement Value:	\$ 4,30,800.00

(Affects a portion of Parcel X)

22. General Taxes for the year 2020.

Tax Account No.:	310609-002-016-00
Amount Billed:	\$ 338.37
Amount Paid:	\$ 0.00
Amount Due:	\$ 338.37
Assessed Land Value:	\$ 280,000.00
Assessed Improvement Value:	\$ 0.00

(Affects a portion of Parcel X)

23. Potential charges, for the King County Sewage Treatment Capacity Charge, as authorized under RCW 35.58 and King County Code 28.84.050. Said charges could apply for any property that connected to the King County Sewer Service area on or after February 1, 1990.

Note: Properties located in Snohomish County and Pierce County may be subject to the King County Sewage Treatment Capacity Charges. To verify charges contact: (206) 296-1450 or CapChargeEscrow@kingcounty.gov.

24. Said lands have been classified as farmland for tax purposes. They will be subject to further taxation and interest thereupon as provided by RCW 84.33 and 84.34 upon withdrawal from such classification or change in use. If the new owners wish to continue the classification or designation of said lands, it will be necessary that said new owners sign the Notice of Continuance section in the State Excise Tax Affidavit. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax due, the County Assessor must be consulted prior to sale.

25. Said lands have been classified as forestland for tax purposes. They will be subject to further taxation and interest thereupon as provided by RCW 84.33 and 84.34 upon withdrawal from such classification or change in use. If the new owners wish to continue the classification or designation of said lands, it will be necessary that said new owners sign the Notice of Continuance section in the State Excise Tax Affidavit. If the new owners do not desire to continue such classification or designation, all compensating or additional tax shall be due and payable at the time of sale. For determination of any compensating or additional tax due, the County Assessor must be consulted prior to sale.

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26. An easement for logging railroads and incidental purposes, recorded November 10, 1928 as [439622](#) of Official Records.
In Favor of: Eyre Shingle Company, a Corporation
Affects: as described therein (Parcel X)
27. The terms and provisions contained in the document entitled "deed" recorded October 18, 1930 as [488095](#) of Official Records.

(Affects Parcel I and IV)
28. Reservations contained in deed recorded December 8, 1953, as Recorders No. [1081527](#), reserving all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

(Affects Parcel X)
29. Reservations contained in deed recorded December 8, 1953, as Recorders No. [1081528](#), reserving all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.

(Affects Parcel X)
30. The terms and provisions contained in the document entitled "Covenant" recorded as [2260106](#) of Official Records.

(Affects Parcel X)
31. The terms and provisions contained in the document entitled "Exchange of Permanent Easements" recorded July 3, 1979 as [7907030315](#) of Official Records.

(Affects Parcel IX)
32. An easement for underground electric transmission and distribution line and incidental purposes, recorded June 13, 1980 as [8006130130](#) of Official Records.
In Favor of: Public Utility District No. 1 of Snohomish
Affects: as described therein (Parcel X)
33. Easement, including terms and provisions contained therein:
In Favor Of: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Area Affected: That portion of land 10 feet within in width lying 5 feet on each side of the centerline of the electrical facilities situated therein
Recorded: January 23, 1981
Recording No.: [8101230147](#)

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Affects Parcel VII

- 34. Easement, including terms and provisions contained therein:
 In Favor Of: Public Utility District No. 1 of Snohomish County
 Purpose: Electric transmission and/or distribution system
 Area Affected: That portion of a strip of land 10 feet in width lying 5 feet on each side of the centerline of the electrical facilities situated in therein, for anchor location only
 Recorded: November 18, 1981
 Recording No.: [8111180085](#)

Affects Parcel VII

- 35. An easement for electric distribution line and incidental purposes, recorded January 13, 1982 as [8201130066](#) of Official Records.

In Favor of: Public Utility District No. 1 of Snohomish
 Affects: as described therein (Parcel I)

- 36. The terms and provisions contained in the document entitled "Agreement not to Protest Formation of Road" recorded March 9, 1984 as [8403090150](#) of Official Records.

(Affects Parcel VI)

- 37. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Short Plat recorded March 19, 1984 as [8403190243](#), in Snohomish County, Washington.

(Affects Parcel VI)

- 38. The terms and provisions contained in the document entitled "Covenants, Conditions and Restrictions" recorded March 28, 1988 as [8803280289](#) of Official Records.

(Affects Parcel VI)

- 39. The terms and provisions contained in the document entitled "Easement and Reservations" recorded July 7, 1989 as [8907070364](#) of Official Records.

(Affects Parcel X)

- 40. The terms and provisions contained in the document entitled "Voluntary Mitigation Agreement" recorded August 10, 1993 as [9308100255](#) of Official Records.

(Affects Parcel X)

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- 41. The terms and provisions contained in the document entitled "Agreement for Mitigating Development Impacts on Park and Recreation Services" recorded September 3, 1993 as [9309030432](#) of Official Records.

(Affects Parcel X)

- 42. The terms and provisions contained in the document entitled "Easement Agreement" recorded September 29, 1994 as [9409290169](#) of Official Records.

(Affects Parcel IX)

- 43. An easement for Ingress, egress, drainage and utilities and incidental purposes, recorded May 17, 1996 as [9605170068](#) of Official Records.

In Favor of: adjacent property owner
Affects: as described therein (Parcel X and V)

- 44. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Boundary Line Adjustment recorded August 7, 1996 as [9608070347](#), in Snohomish County, Washington.

(Affects Parcel X and V)

- 45. An easement for electric transmission and distribution line and incidental purposes, recorded October 24, 1996 as [9610240416](#) of Official Records.

In Favor of: Public Utility District No. 1 of Snohomish
Affects: as described therein (Parcel X)

- 46. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Boundary Line Adjustment recorded July 13, 1998 as [9807130774](#), in Snohomish County, Washington.

(Affects Parcel III)

- 47. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Boundary Line Adjustment recorded September 18, 1998 as [9809180372](#), in Snohomish County, Washington.

(Affects Parcel X)

- 48. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Boundary Line Adjustment recorded February 3, 1998 as [9802030409](#), in Snohomish County, Washington.

(Affects Parcel IV)

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- 49. Restrictions, conditions, dedications, notes, easements and provisions, if any, as contained and/or delineated on the face of the Boundary Line Adjustment recorded April 23, 1998 as [9804230503](#), in Snohomish County, Washington.

(Affects Parcel I)

- 50. A Mortgage to secure an original principal indebtedness of \$110,000.00, \$199,000.00, and any other amounts or obligations secured thereby, recorded June 28, 2013 as [201306280320](#) of Official Records.
Dated: June 26, 2013
Mortgagor: Tillman Dairy, Inc., and Tillman Farms, LLC, a Washington limited liability company
Mortgagee: Northwest Farm Credit Services, FLCA

(Affects Parcel VII)

- 51. The terms and provisions contained in the document entitled "Snohomish County Type C-10 Right of Way Permit General Provisions and Conditions" recorded April 7, 2014 as [20140407460](#) of Official Records.

(Affects Parcel VII)

- 52. Evidence of the authority of the individual(s) to execute the forthcoming document for Tillman Farms, LLC, a Washington limited liability company, copies of the current operating agreement should be submitted prior to closing.
- 53. Title to vest in an incoming owner whose name is not disclosed. Such name must be furnished to us so that a name search may be made.
- 54. Prior to issuance of an extended coverage policy, the Company will require an **Owner's Affidavit** be completed and submitted to the Company for approval prior to closing. The Company reserves the right to make any additional requirement as warranted.
- 55. Matters of extended owner/purchaser coverage which are dependent upon an inspection and an ALTA survey of the property for determination of insurability.

Please submit a copy of the ALTA Survey at your earliest convenience for review. Our inspection will be held pending our review of the ALTA Survey and the result of said inspection will be furnished by supplemental report.

- 56. Unrecorded leaseholds, if any, rights of vendors and security agreement on personal property and rights of tenants, and secured parties to remove trade fixtures at the expiration of the term.

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INFORMATION NOTES

- A. 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.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any Title Commitment or Policy. It is furnished solely for the purpose of assisting in locating the Land and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standard requirements. The full text of the description must appear in the document (s) to be insured.

A portion of Sec 4-31-6
 A portion of Sec 9-31-6
 A portion of Sec 5-31-6

APN: 31060500401000 and 31060500401100 and 31060500401200 and 31060400302300 and 31060400302100 and 31060400302000 and 31060400302700 and 31060400302600 and 31060400300200 and 31060400301200 and 31060400301000 and 31060900200100 and 31060900201600

- D. A fee will be charged upon the cancellation of this Commitment pursuant to the Washington State Insurance Code and the filed Rate Schedule of the Company.

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 <p>Exhibit A</p>	<p>ISSUED BY First American Title Insurance Company</p> <p>File No: NCS-996712-a-WA1</p>
---	--

The Land referred to herein below is situated in the County of Snohomish, State of Washington, and is described as follows:

PARCEL I:

The South half of the South half of the Northeast quarter of the Southwest quarter of Section 4, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington;

EXCEPT the premises heretofore conveyed by Ell Louise Gisler to Snohomish County by Deed recorded under Recording Number 619515, records of said county, consisting of that portion of said South half of the Northeast quarter of the Southwest quarter lying Easterly of a line 25.00 feet West of and parallel with the centerline of Eyre Shingle Company's right of way.

(Being Lot 2 of Boundary Line Adjustment 98-100973, recorded under Recording Number [9804230503](#))

PARCEL II:

Lot 2 of Boundary Line Adjustment 98-108242, recorded under Recording Number [9809180372](#), being a portion of the Southeast quarter of the Southwest quarter of Section 4, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington.

PARCEL III:

Lot 2 of Boundary Line Adjustment 98-105015, recorded under Recording Number [9807130774](#), being a portion of the Southeast quarter of the Southwest quarter of Section 4, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington.

PARCEL IV:

The North half of the South half of the Northeast quarter of the Southwest quarter of Section 4, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington;

EXCEPT the premises heretofore conveys by Ell Louise Gisler to Snohomish County by Deed recorded under Recording Number 619515, records of said county, consisting of that portion of said South half of the Northeast quarter of the Southwest quarter lying Easterly of a line 25.00 feet West of and parallel with the centerline of Eyre Shingle Company's right of way.

(Being Lot 2 of Boundary Line Adjustment 97-102047, recorded under Recording Number [9802030409](#))

PARCEL V:

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The South half of the East half of the East half of the Northwest quarter of the Southwest quarter of Section 4, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington.

PARCEL VI:

Lot 1 of Short Plat SP 383(12-83) recorded under Recording Number [8403190243](#), being a portion of the Northwest quarter of the Southwest quarter of Section 4, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington.

PARCELS VII:

The Southwest quarter of the Southeast quarter of Section 5, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington;

EXCEPT the West 20 feet thereof conveyed to Snohomish County for road by deed recorded under Recording Number [473391](#).

PARCEL VIII:

The Northwest quarter of the Southeast quarter of Section 5, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington;

EXCEPT the West 20 feet thereof conveyed to Snohomish County for road by deed recorded under Recording Number [473392](#).

PARCEL IX:

The Southeast quarter of the Southeast quarter of Section 5, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington.

PARCEL X:

Lot 1 of Boundary Line Adjustment 98-108242 recorded under Recording Number [9809180372](#), being a portion of the Northwest quarter of Section 9, Township 31 North, Range 6 East and a portion of the Southwest quarter of Section 4, Township 31 North, Range 6 East, W.M. in Snohomish County, Washington.

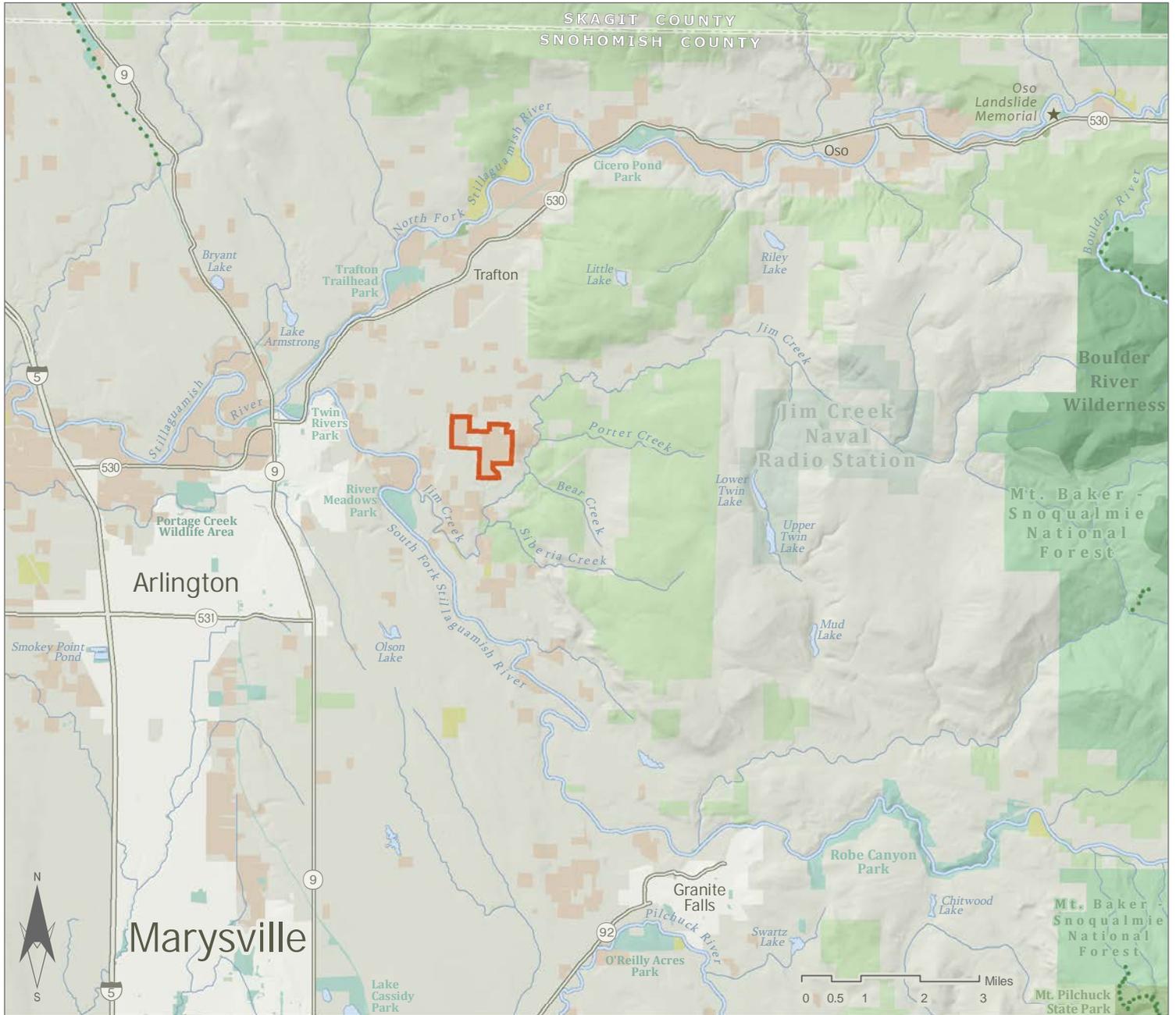
This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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TILLMAN FARM

Regional Context



Conservation Target
 Tillman Farm Property

Transportation
 Highway

Hydrography
 River
 Named Creek
 Lake

Recreation
 Public Trail

Political Boundary
 County Boundary
 City or Town

Agricultural Land
 Farm or Ranch

Conservation or Recreation Land

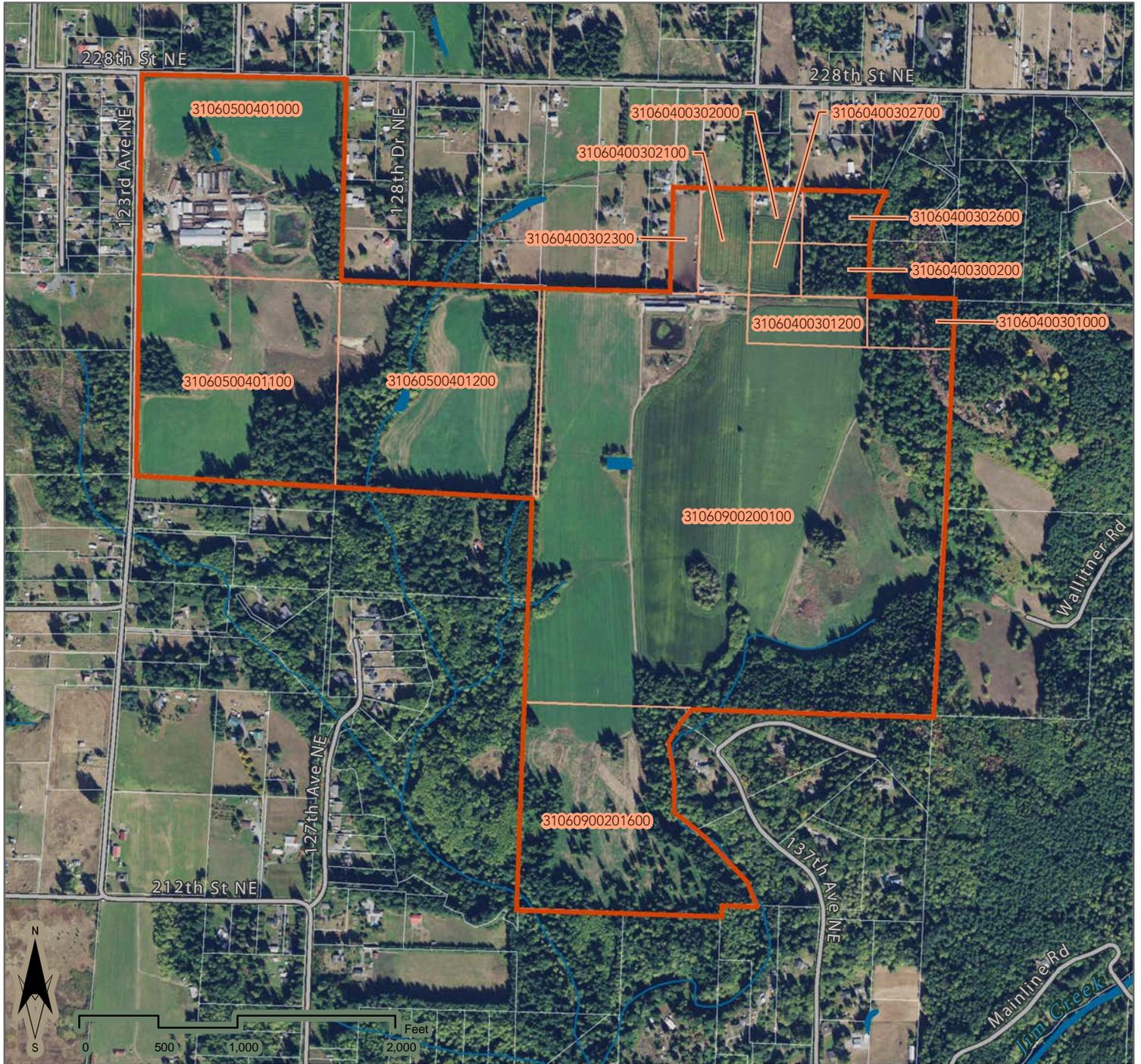
- National Wilderness Area
- National Forest
- Other Federal Land
- State Conservation Area
State Park, Wildlife Area, NRCA or NAP
- State Forest
- County or Municipal Land
- Private Protected Land



Map Date: May 6, 2019

TILLMAN FARM

Parcel Site Map - 2017 NAIP Aerial Photography

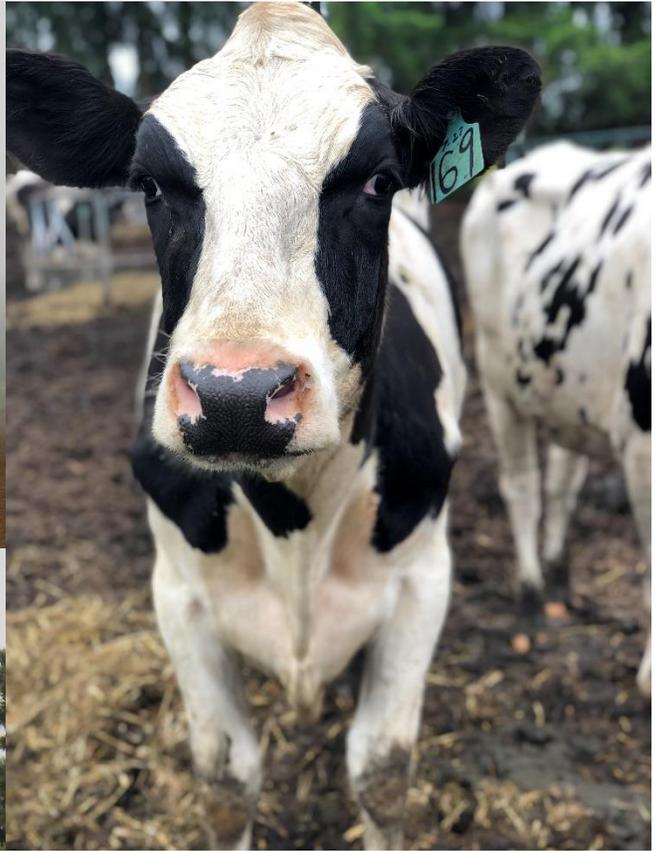


Map Legend

-  Proposed Conservation Easement Boundary
-  Target Property Tax Parcel Boundary
-  Other Tax Parcel Boundary

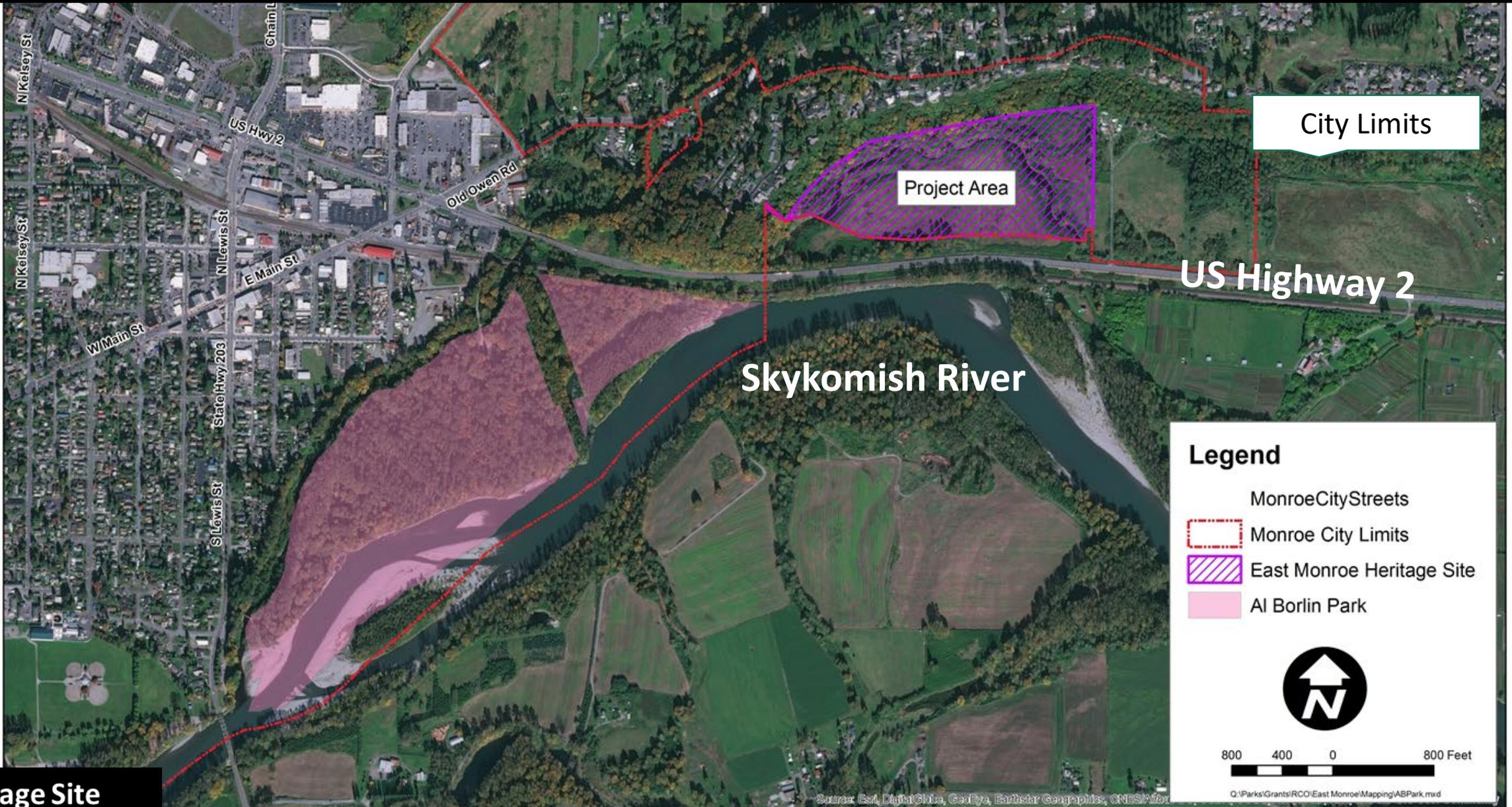
Map date: April 25, 2019





Attachment 5 – CF20-09 East Monroe Heritage Site

Project Information: #1 Location



Heritage Site



Project Information: #2 Existing Conditions



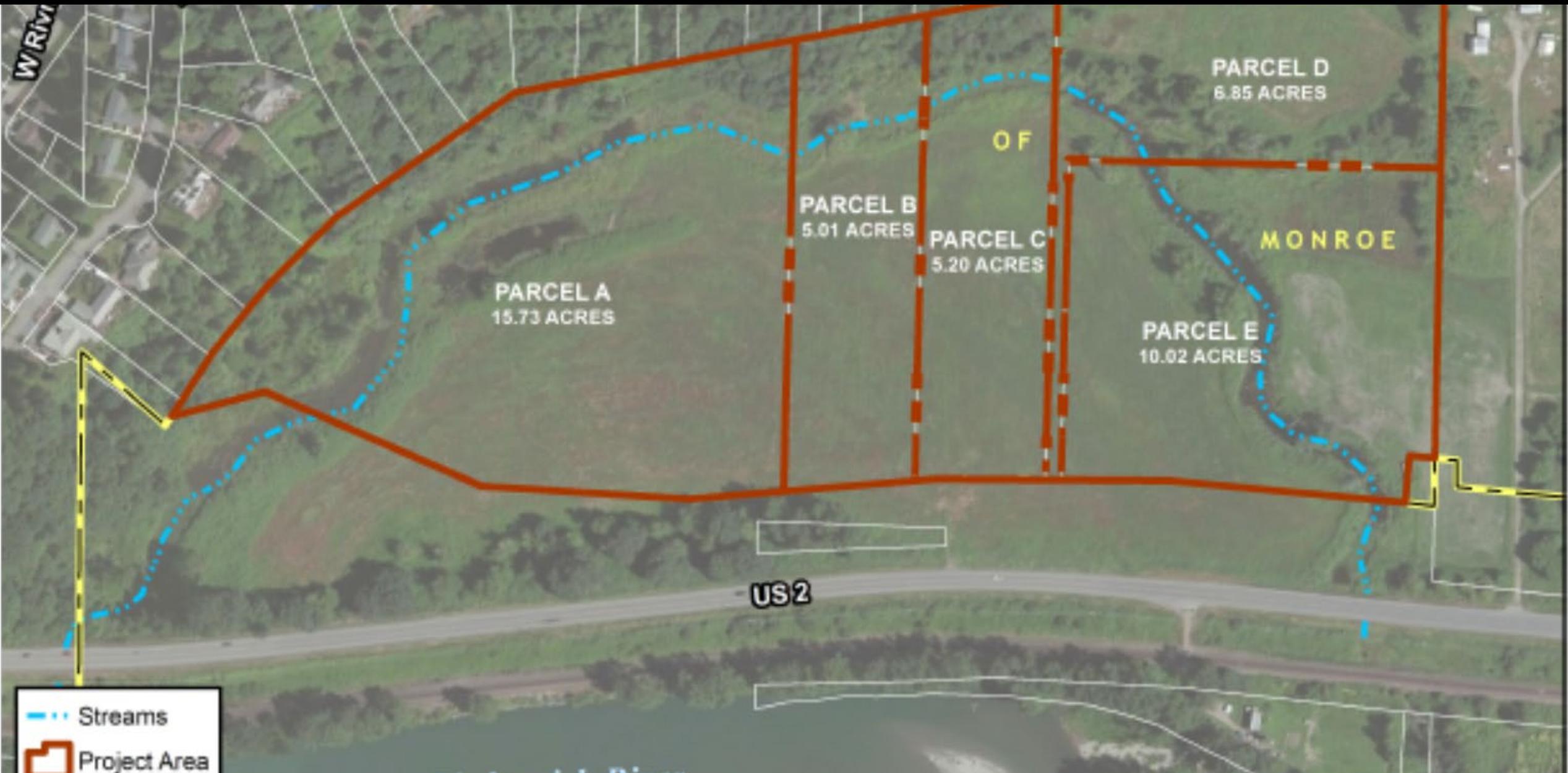
View West - SR 2 / BNRR & Skykomish River South



View East - SR 2 / BNRR & Skykomish River North



Project Information: #3 Current Ownership



Project Information: #4 Type of Interest





Project Information: #5 Project / Site Description





Project Information: #6 Project Stewardship & Responsibility

- City of Monroe Parks Department and Stormwater Utility provides sustainable maintenance funding
- Strong partnerships with Snohomish Conservation District
- Wetland conservation partnership with Forterra



Heritage Site



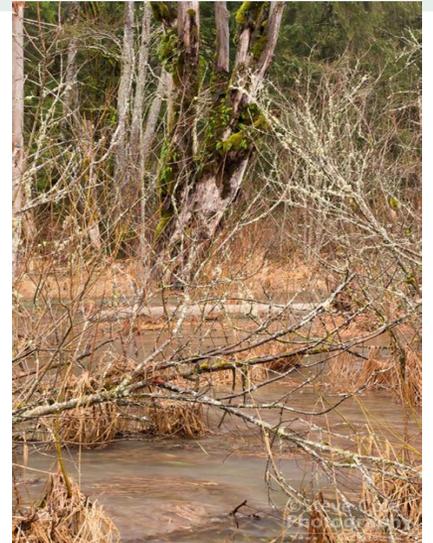
FORTERRA
FOR THE PEOPLE. FOR THE LAND. FOREVER.



Project Information: #7 Project Costs



Project Cost Summary	Amount	Year
Appraisal	\$2,800,000	2019
Snohomish Conservation Futures	\$500,000	2018
Project Costs	\$50,500	2019
Project Cost Balance	\$2,350,500	2020



Heritage Site

Project Criteria: #1 Preserves Open Space

210' bluff

Salmon bearing oxbow channel and riparian wetlands

Oxbow channel/ wetlands connected to surface stream and Skykomish River

Off-channel refugia for fish

Located in high quality spawning grounds

Important Chinook rearing habitat

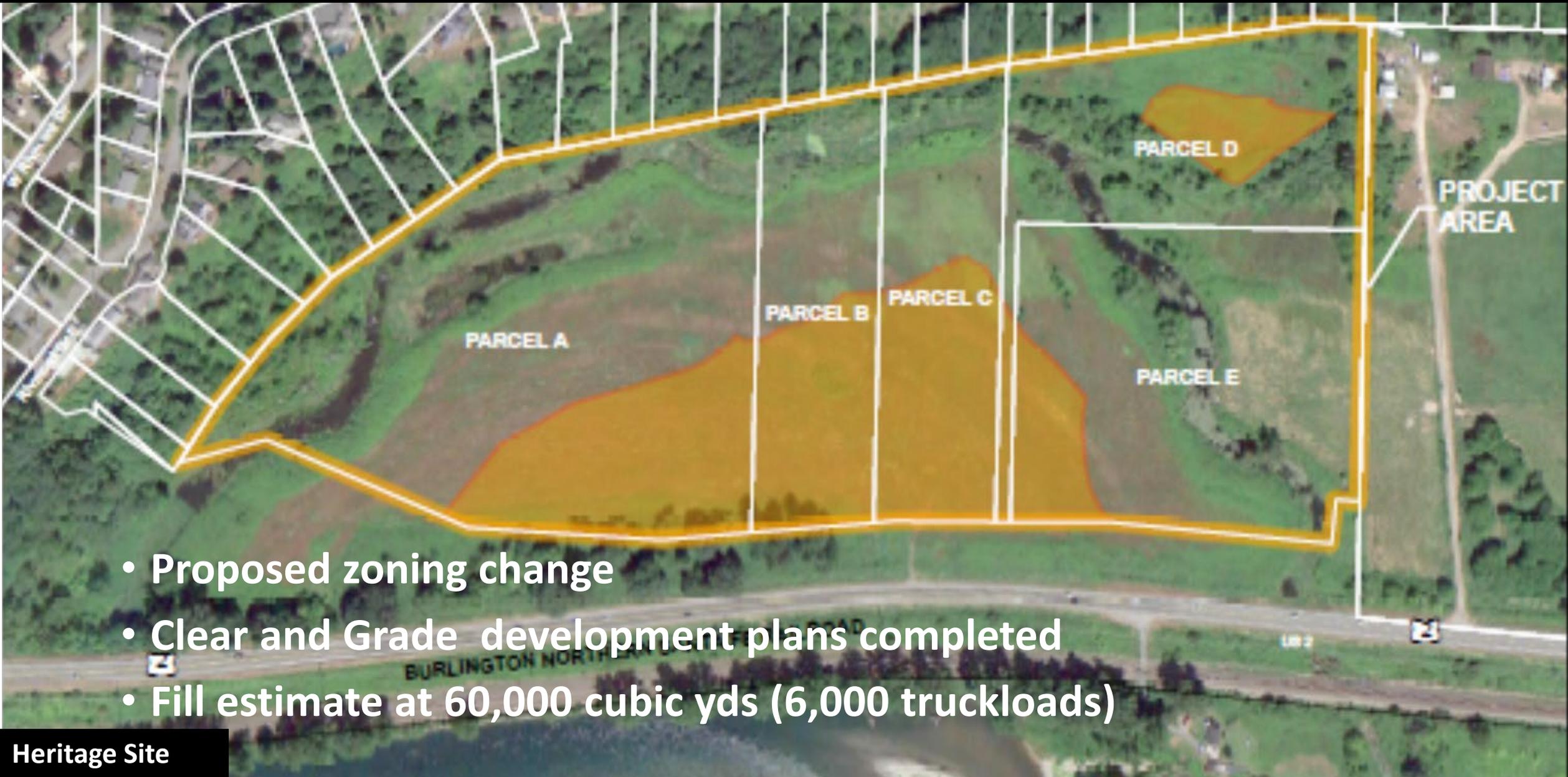
Summer and wintering habitat for coho

Storage for floodwaters during high-flow events

Chinook, Steel-head and Bull Trout are "Threatened" species that have been identified within the oxbow or within the vicinity of the property



Project Criteria- #2 Development Threat



- Proposed zoning change
- Clear and Grade development plans completed
- Fill estimate at 60,000 cubic yds (6,000 truckloads)

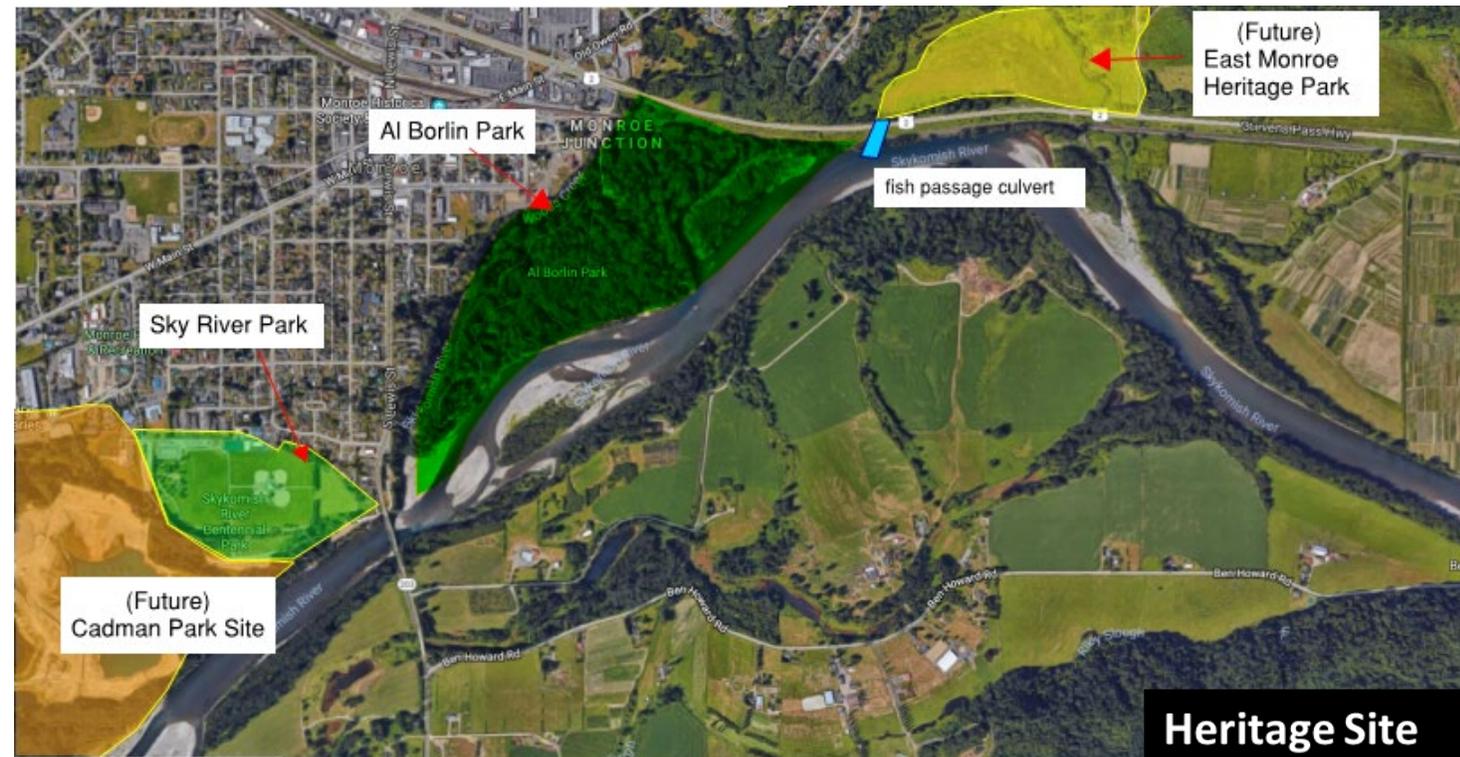
#3 Establish Trail Corridors & Natural Linkages



- 4 Park Linkage along the Skykomish River
- Riparian pathway for wildlife
- Skykomish River linkage to oxbow channel



- Opportunity for multiple trail network
 - Centennial Trail expansion
 - SR2 ROW Trail – Monroe 50-year lease
 - Woods Creek Trail
- Scenic view points from upper bluff
- Neighborhood access



Heritage Site

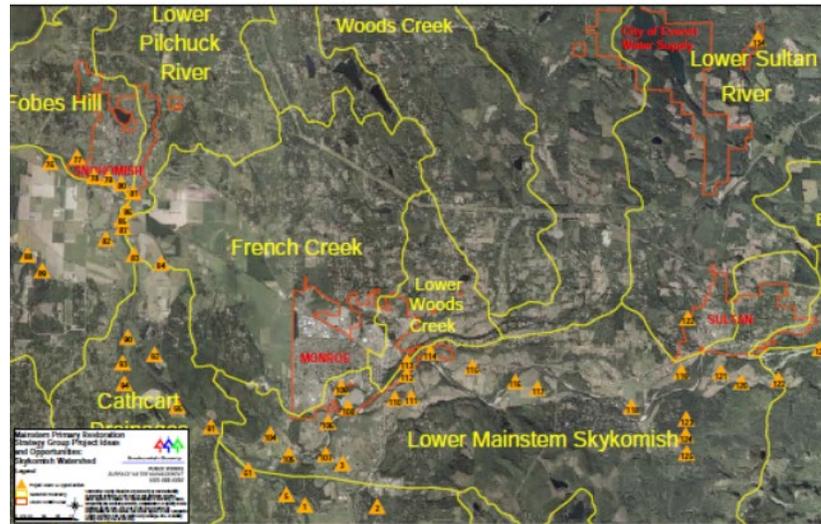
#4 Project Continuum

- The Snohomish River Conservation Plan identifies the area watershed and Skykomish River between Monroe and Sultan as “degrading” and in need of “substantial improvement.”
- The Puget Sound Partnership 2016 Action Plan recommends protecting priority habitat.
- Chinook , Steelhead and Bull Trout are known to be present at or near the East Monroe Heritage Site. All three species are listed as “threatened” under the Endangered Species Act.

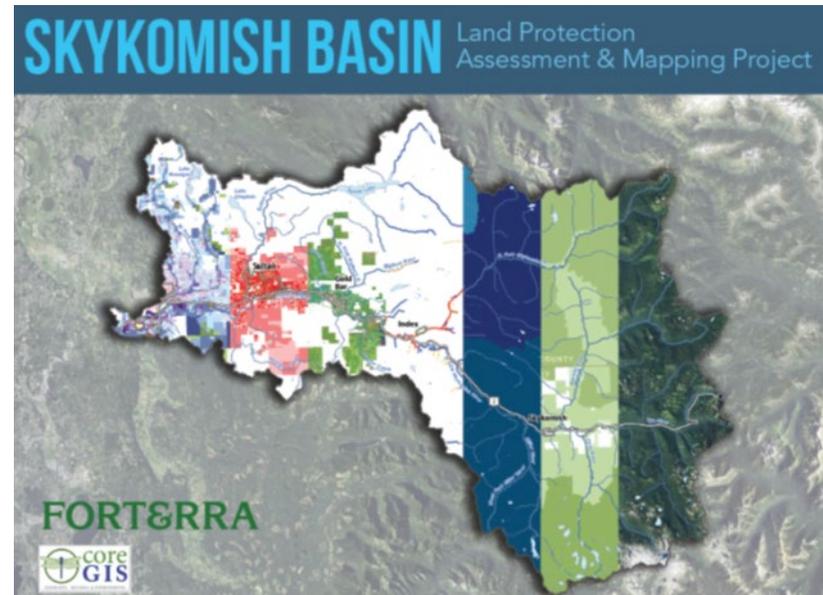


- Monroe Parks, Recreation and Open Space Plan includes several trail networks leading to the East Monroe Heritage Site.

#5 Implements Adopted Conservation Programs



*Snohomish River Basin Salmon Conservation Plan
Project #114*



*Forterra Skykomish Basin Land Protection Assessment & Mapping Project
“High Value High Threat” property*



*Property neighbors
Department of Ecology*

#6 Community-wide Significance



City of Monroe

- Property at the edge of the urban/rural interface
- Adjacent to 90-acre Al Borlin Park and Woods Creek
- Protect habitat from expansion of urban and rural development

Heritage Site

Woods Creek

90-acre Al Borlin Park

Skykomkish River

Heritage Site

WWRP UW 18-1698

#7 Complies with Open Space Program Policies

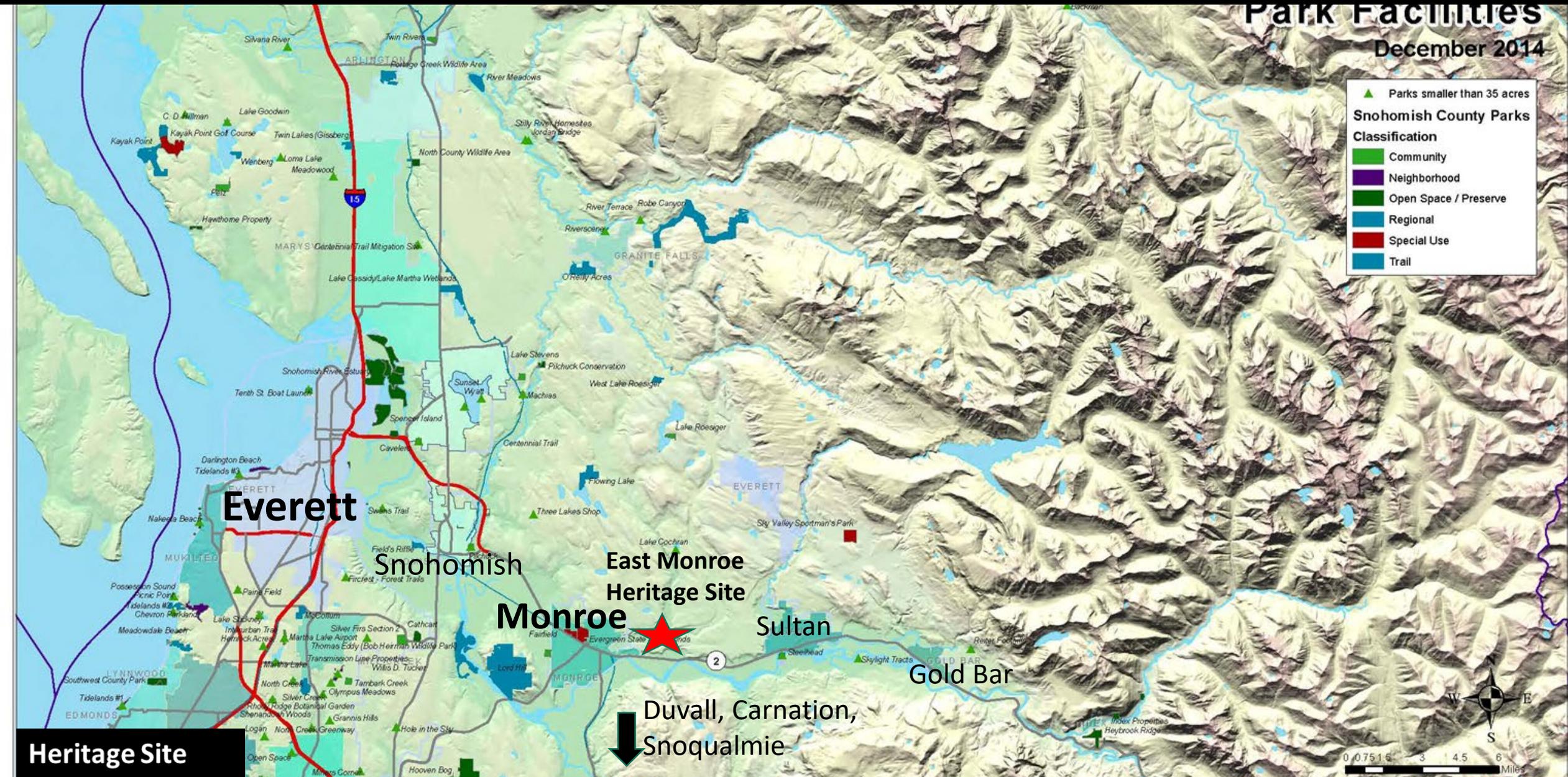
City of Monroe, Recreation and Open Space Plan (2012)

- *“Manage Monroe’s environment and natural resources through the preserve of open space...”*
- *“Work with public agencies, private sector and conservation groups to acquire open space and conservation land.”*

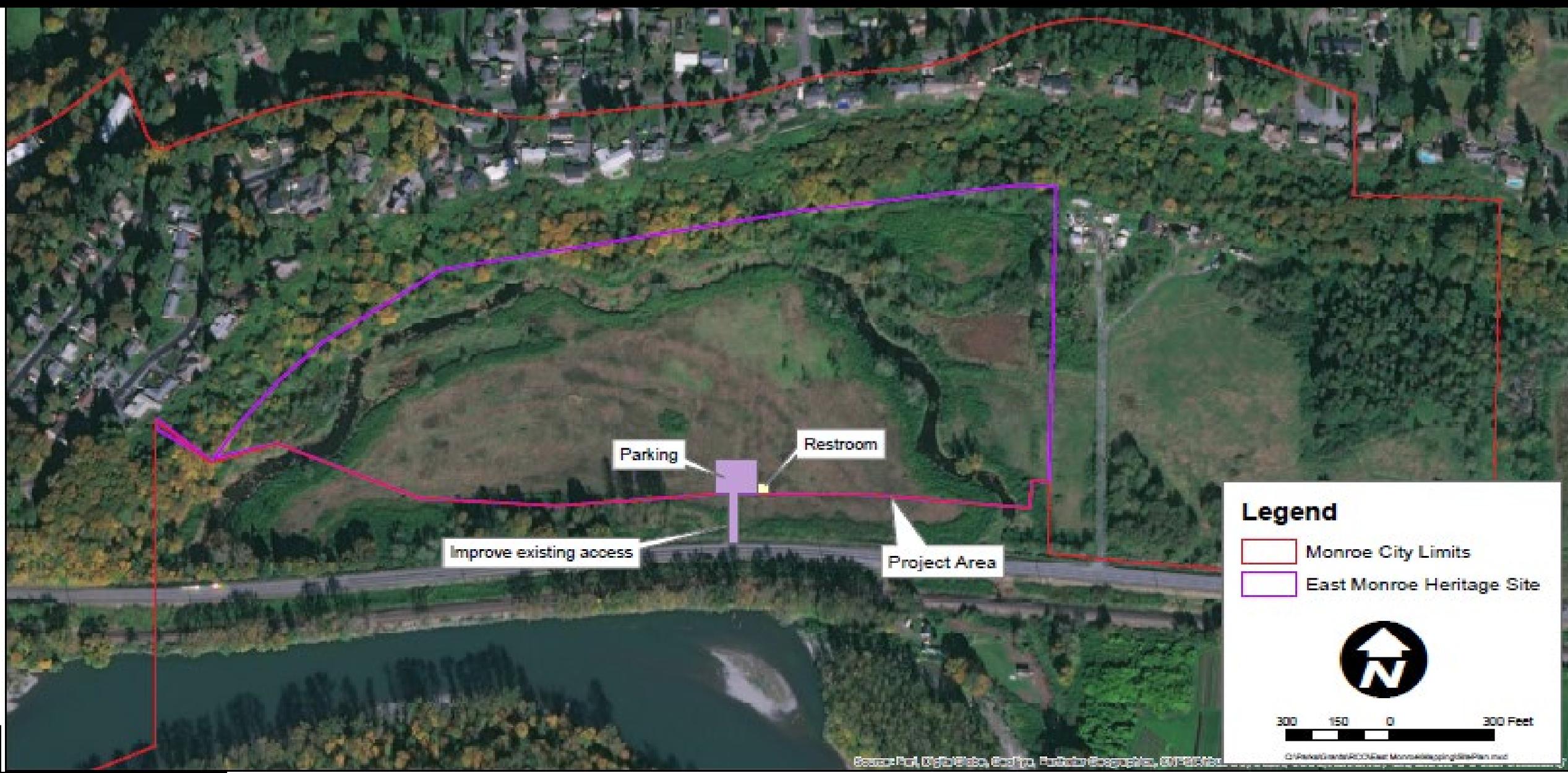
Snohomish Co. Comprehensive Plan - Parks and Recreation Element (2015)

- *“Acquisition of 450 acres of resource conservancy land is needed to meet adopted levels of service.” (SCCP p. 15)*
- *“Survey participants ranked conservation and wildlife areas such as viewing locations, interpretive trails and protected areas in the top four most preferred activities.” (SCCP p. 19)*
- *“Additional opportunities for regional educational facilities, observation points, and study areas, should be explored...at significant natural resource areas” (SCCP p. 28)*

#8 Multi-Jurisdictional Benefit



#9 Public Use and Enjoyment





#10 Unique Opportunity



- Restore the oxbow channel and riparian areas

- Substantial opportunity to enhance off-channel salmon rearing habitat

- Educational opportunities for students

- Eliminate further development and preserve a critical area



Questions?



Heritage Site



**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROGRAM YEAR 2020

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INTRODUCTION

The [Snohomish County Conservation Futures Program](#) (the “SCCFP”) was started in 1988 as a mechanism for distributing Conservation Futures Property Tax Funds for the preservation of open space land, farm and agricultural land, and timberland as authorized by [RCW 84.34.230](#). The purpose of the SCCFP is to acquire interests or rights in real property for the preservation of open space land, farm and agricultural land, and timberland per [SCC 4.14.010](#). Approximately \$1.6 - \$1.9 million dollars will be available for distribution in 2020 for these purposes.

PROGRAM REQUIREMENTS

Please note the following requirements the SCCFP grant process:

- A Preliminary Title Report is required with all applications, for each property proposed to be acquired.
- Applicants may be determined ineligible for application for SCCFP funding if they are determined to be out of compliance with prior SCCFP projects (see Allocation Policies).
- Funding for awarded projects will be provided on a reimbursable basis only, following project completion, and will be limited to the amount allocated by County Council, or that percentage of the total project cost, as indicated in the original grant application for Conservation Futures funding, whichever is less. Documentation of match and total project costs will be required. Exceptions to the requirement that funding is only provided as a reimbursement may be allowed on a case-by-case basis. If this is an anticipated need, applicants should check with staff prior to applying.
- A Boundary Line Survey will required for all successful acquisitions, and must be submitted as part of project close out.

ALLOCATION POLICIES

- Snohomish County will allocate Conservation Futures Program funds on a competitive basis through an application and evaluative project selection process.
- Matching funds are encouraged but not required.
- Funding to successful awardees is provided only on a reimbursable basis once the project is complete. Exceptions to this policy may be considered on a case-by-case basis and applicants should check with staff prior to applying.
- Projects may be funded at a level below the amount requested by the project sponsor, as recommended by the Snohomish County Conservation Futures Program Advisory Board (the “CFPAB”) and forwarded through the County Executive to the Snohomish County Council for review and final consideration for funding approval.
- Prior fund recipients that have been determined to be out of compliance with prior project Interlocal or Acquisition Agreements and/or property Conservation Easements, shall not be eligible to apply for additional funding until the compliance issue is corrected to the satisfaction of Snohomish County.

APPLICATION SUBMISSION AND DUE DATES

Grant applications and accompanying attachments must be submitted no later than 5:00 p.m. May 15, 2020. Submissions received after the May 15th due date will not be accepted. Final grant applications can be submitted by mail, or via hand delivery, using information provided in this application package. If submitting by mail, the submittal must be postmarked by the submission deadline. Submittals shall consist of eight double sided color copies of the application, and all attachments, along with one digital copy (.pdf). Detailed instructions for completing the application are found within this package. An editable (.docx) version of this document is available at: <https://www.snohomishcountywa.gov/141/Conservation-Futures-Program-Advisory-Bo>

STAFF CONTACTS

Questions, comments and application submittals should be directed to Kye Iris, Sharon Swan or David McConnell at the contact information below:

Kye Iris, Snohomish County Staff Contact Phone (425) 388-6623 E-mail kye.iris@snoco.org Snohomish County Conservation Futures Program 6705 Puget Park Drive Snohomish, WA 98296-4214	Sharon Swan, Snohomish County Staff Contact Phone (425) 388-6616 E-mail sharon.swan@snoco.org Snohomish County Conservation Futures Program 6705 Puget Park Drive Snohomish, WA 98296-4214
David McConnell, Snohomish County Staff Contact Phone (425) 388-6627 E-mail david.mcconnell@snoco.org Snohomish County Conservation Futures Program 6705 Puget Park Drive Snohomish, WA 98296-4214	

OVERVIEW OF SCCFP GRANT PROGRAM REQUIREMENTS

ELIGIBLE APPLICANTS

Eligible applicants include cities, towns, county agencies and conservation organizations as defined below by RCW [84.34.210](#):

Any county, city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW [64.04.130](#), or nonprofit nature conservancy corporation or association, as such are defined in RCW [84.34.250](#), may acquire by purchase, gift, grant, bequest, devise, lease, or otherwise, except by eminent domain, the fee simple or any

lesser interest, development right, easement, covenant, or other contractual right necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve, selected open space land, farm and agricultural land, and timberland as such are defined in chapter [84.34](#) RCW for public use or enjoyment. Among interests that may be so acquired are mineral rights. Any county, city, town, metropolitan park district, metropolitan municipal corporation, nonprofit historic preservation corporation as defined in RCW [64.04.130](#), or nonprofit nature conservancy corporation or association, as such are defined in RCW [84.34.250](#), may acquire such property for the purpose of conveying or leasing the property back to its original owner or other person under such covenants or other contractual arrangements as will limit the future use of the property in accordance with the purposes of chapter 243, Laws of 1971 ex. sess.

ELIGIBLE PROJECTS

For proposals to be eligible for consideration and funding, they should conform to the criteria listed below:

1. Snohomish County Conservation Futures Program funding can only be used for the acquisition of real property, easements, covenants, or other contractual rights necessary to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve, selected open space land, farm and agricultural land, and timberland as defined in Chapter RCW [84.34](#) (“Protected Property”). Other sources of revenue may be used to improve properties acquired with Conservation Futures Program funds, provided the improvements are within the intent of the statute.
2. Any improvements to the Protected Property shall be limited to those which meet the requirements and intent of RCW [84.34.200-220](#). Allowed improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms and restoration projects. Certain recreational improvements are prohibited. Such improvements include, but are not limited to, ball fields, use by motorized vehicles, swimming pools and recreation centers.

NOTE: Please be advised that the use of *eminent domain* in the acquisition of property with Conservation Futures Program funds is expressly *forbidden* by statute (RCW [84.34.220](#)). Projects must be purchased from a willing seller.

PROJECT ELIGIBILITY GUIDELINES

All projects will be reviewed to assure that they fall under eligibility guidelines meeting the following criteria:

1. Does the property fall within the definitions of open space, farm and agricultural land, or timberland as defined in RCW [84.34.020](#)?
2. Does the sponsoring agency have a guaranteed plan or program to manage and maintain the property so as to preserve those characteristics that make the property eligible for Conservation Futures Program funding?
3. Does the proposed project secure property rights in perpetuity, which meet the intents of RCW [84.34.200](#)?

4. Is the proposed property free of any and all encumbrances (e.g. covenants, conditions and restrictions that prohibit public access), which would result in the acquisition not aligning with the intents of RCW [84.34.200](#)?

AWARDEE REQUIREMENTS

Following project award, an Interlocal Cooperation Agreement, or other similar contractual document for non-governmental organizations, will be required of all SCCFP grant awardees and will contain provisions for submittal of an initial site inventory as well as requirement for placement of a conservation easement on property acquired with Conservation Futures funding. A standard Interlocal Agreement template, with incorporated conservation easement template, is provided for reference (Attachment 3). For non-governmental organizations, a similar form of agreement will be required that addresses the same agreement requirements, including execution of a conservation easement.

Some modifications to the standard templates (agreement and conservation easement) may be allowed on a case-by-case basis and it is anticipated that agricultural projects, in particular, will require an alternative form of easement. If the applicant foresees a need for modifications to either template, they should check with Conservation Futures program staff prior to submitting an application, in order to identify any potential issues.

Please note that funding will be provided only on a reimbursable basis after the full project has been completed.

APPLICATION MATERIALS

Project application materials are located within the Attachment section of this document. Attachment 1 consists of all materials to be submitted with the completed application and includes a submittal checklist, project application and cost worksheet. All portions of the application *must* be completely filled out and applicants should address all of the questions thoroughly, including justification for responses. Attachment 2 provides application scoring criteria and is for information purposes only. Please review materials thoroughly and fully address all criteria.

DECISION MAKING PROCESS

REVIEW PROCESS

Application packages will be available on March 15, 2020 and completed final application packets are due on May 15, 2020. A CFPAB application review meeting is scheduled for June 2nd and may be continued to June 3rd, 2020, if a large number of applications are received, or there is need for additional time for Board consideration of proposals. Prior to the June meeting, the CFPAB will tour all proposed acquisitions on May 29, 2020.

****PLEASE NOTE**** Due to the CORVID19 Coronavirus outbreak, the application review process may be adjusted to eliminate portions of the outlined schedule (e.g. site tours) and/or complete portions of the process by an alternative mechanism (e.g. distance meetings). The need for revised processes will be evaluated in May and information provided to applicants regarding any changes to the review process.

Presentations: Applicants will be asked to give a short presentation of approximately 10 minutes at the June meeting(s) and address questions from the CFPAB. Presentations should provide a brief overview of the project, responses to the evaluation criteria and address any new information/considerations related to the proposal that have emerged since project application. Evaluation criteria responses should be presented in the order of scoring criteria within this application and should identify which criteria is being presented.

Projects will be reviewed by the CFPAB and will be ranked at the June 2nd/3rd meeting for possible funding. Funding recommendations will then be sent through the Snohomish County Executive to the Snohomish County Council for review and final consideration of funding approval.

EVALUATION CRITERIA

Evaluation of projects will be based on the materials found in the Grant Application package (Attachment 1) and presentations/questions at the CFPAB June meeting(s). The Evaluation Criteria (Attachment 2) provides information on how the applications will be evaluated for each question. Be sure to thoroughly address each question and provide supporting evidence and documentation.

ANTICIPATED TIMELINE

Below is the anticipated timeline for the CFPAB grant process:

1. Grant application packets will be available on March 15, 2020.
2. Completed applications shall be due (or postmarked if delivered by mail) no later than May 15, 2020.
3. The CFPAB will tour all proposed acquisitions on May 29, 2020.
4. CFPAB will hear 10 minute grant application presentations and may ask clarifying questions at their application review meeting(s) on June 2nd/3rd.
5. CFPAB makes final recommendations through the County Executive to Snohomish County Council for review and final consideration (June 2020; actual timing TBD).
6. Interlocal Cooperation Agreements, or other agreement format for non-governmental agencies, will accompany the grant award letter for execution by both parties and are anticipated to be sent following Council project approval by the end of July 2020.

ATTACHMENTS

Attachment 1: Grant Application Package

- Submittal Checklist
- Application
- Cost Worksheet

Attachment 2: Evaluation Criteria

Attachment 3: Interlocal Agreement and Easement Templates

ATTACHMENT 1: GRANT APPLICATION

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: EAST MONROE HERITAGE SITE

PROJECT SPONSOR: CITY OF MONROE

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20- 09

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	Landowner Acknowledgement Form	√
8	Photos	√
9	Title Report	✓
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: East Monroe Heritage Site

2. AMOUNT REQUESTED (from Cost Worksheet) \$ 250,000

3. PROJECT SPONSOR: City of Monroe

Address: 806 West Main Street, Monroe WA, 98272

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

4. CONTACT PERSON:

Name: Denise Johns Title: Senior Park Planner

Address: 806 West Main Street, Monroe WA, 98272

Phone: 360-863-4525 Cell Phone: 425 375 -4274

Email Address: _____

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 20800 – 21400 State Route 2, Monroe, WA 98290

Section: 05 Township: 27 Range: 07

Assessor Tax Account Number(s): 27070600102500 (15.73acres); 27070500206100 (5.01 acres)
27070500206200 (5.20 acres); 27070500206300 (6.85 acres); 27070500206400 (10.02 acres)

Property Legal Description (full legal if available): _____

2. EXISTING CONDITIONS:

Number of Parcels: 5 Total Acres: 42.83

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

Current Zoning: Limited Open Space

List Existing Structures/Facilities: None

Current Use: Vacant

Waterfront? (name of body of water): _____

Shoreline? (lineal ft.): 3,475 Lineal Feet Skykomish River oxbow channel/unnamed tributary surface stream

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

3. CURRENT OWNERSHIP:

Current Owner(s): Heritage Baptist Fellowship

Is the property owner a willing seller? YES** NO

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

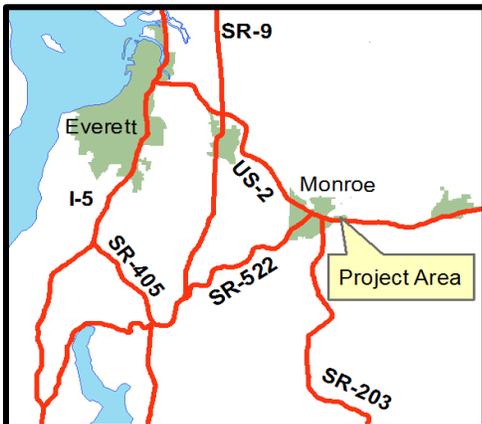
*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

**If 'Other,' please explain:

5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project and how the site will be used. 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.

The City of Monroe proposes a fee-simple acquisition of approximately 43 acres of land located roughly fifteen miles east of Everett along the main stem Skykomish River at the eastern edge of the Monroe city limits.





East Monroe Heritage Site Aerial View (Attachment 3a)

The property (“East Monroe Heritage Site”) consists of five contiguous parcels under a single ownership and includes a feeder bluff, seven acres of Category II wetlands, an oxbow channel assumed to be salmon bearing, and upland habitat that has been historically farmed.

Project Vicinity Map

Heritage Site Parcel Map (Attachment 3b)

1. 210' bluff
2. Salmon bearing oxbow channel and riparian wetlands
3. Oxbow channel/ wetlands connected to surface stream and Skykomish River
4. Off-channel refugia for fish
5. Located in high quality spawning grounds
6. Important Chinook rearing habitat
7. Summer and wintering habitat for cholo
8. Storage for floodwaters during high-flow events



The property owners purchased the site with the intent of developing the property for commercial use due to its proximity to downtown Monroe and visibility along US 2. The property owner is seeking entitlement to change the zoning from Limited Open Space to General Commercial. The property owner has submitted a clearing and grading application to fill approximately 11 acres of upland habitat to bring the site out of the floodplain.

The City of Monroe applied for and was successful in its 2018 Snohomish Conservation Futures grant application for \$500,000. These additional funds will assist the City in identifying the balance of funding needed for the purchase.



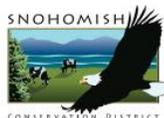
The City of Monroe is seeking to preserve the property as open space, provide interpretive signs, wildlife observation trails, and parking for the public. A trail system will connect the Monroe Heritage Site with the 90-acre Al Borlin Park located southwest of the property at the confluence of Woods Creek and the Skykomish River. Further downstream Al Brolin Park connects with the 32-acre Sky River Park. The three-park network provides for diverse recreation uses while conserving critical landscapes for the benefit of people, plants and wildlife.

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 Monroe will be responsible for managing the site. The city’s parks department consists of 8 FTEs and has a \$1.4 million annual budget. The role of the Monroe Parks and Recreation Department is to manage parks, provide recreation services, implement and maintain trails, and greenways, and to be an integral part of open space planning and public resource management of the community. A set of policies have been developed, which enables the Parks and Recreation Department to carry out its mission and develop, administer and maintain the City parks, recreation, trails and open space system.

The city currently manages and operates the 90-acre Al Borlin Park along the Skykomish River. The city also maintains the Monroe Fairgrounds Wetland purchased and operated jointly with Forterra. The city will continue to partner with the Snohomish Conservation District, Snohomish County and the Department of Fish and Wildlife for ongoing stewardship programs including control of noxious weeds.



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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$2,800,000	
Improvements	\$0	
PROPERTY COSTS SUBTOTAL:	\$2,800,000	
Reimbursable Incidental Costs (as appropriate)		
Applicable taxes	\$0	
Appraisal review	\$5,000	
Appraisal(s)	\$0	
Baseline inventory	\$5,000	
Boundary survey	\$1,000	
Closing (escrow/recording fees)	\$5,000	
Cultural resources study	\$7,500	
Demolition	\$0	
Fencing	\$0	
Hazardous subsidence report	\$10,000	
Noxious weed control	\$10,000	
Other (Specify)	\$0	
Signage	\$5,000	
Title reports/insurance	\$2,000	
Wetland delineation	\$0	
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$50,500	
TOTAL PROJECT COST (Property and Incidental):	\$2,850,500	
MATCH (cash and/or donation) – deduct from total project cost*	[\$ 2,100,500]	Includes an existing Cons. Futures Grant 2018 \$500,000
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$250,000	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	9.56%	

***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?

The 43 acre property is located along the eastern city limits of Monroe. At the north end of the property is steep hill, with exceptional scenic viewpoints of the property. An oxbow channel originates as the southeast corner of the property and runs northwest to the foot of the slope and continues westerly before exiting the property into the Skykomish River at the southwest corner. Currently there is one access to drive into the south central portion of the property with 180 degree open space views of the site.

There are Category II and III wetlands located on the east side of the property. During high flows the Skykomish River displaces water through two culverts at the southwest corner of the site connecting the river to the property.

The majority of the area is covered in a variety of pasture grasses, scattered brush, and Himalayan blackberries densely boarder the property and oxbow. The bluff on the north side of the property has a variety of native trees: western red cedar, big leaf maple and alder.



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

The current owner of the site purchased the property with the intent of developing the site for commercial use due to its proximity to downtown Monroe and visibility along U.S. Highway 2.

A clearing and grading application has also been submitted to the City of Monroe. If approved the seller plans to fill 11 acres of upland habitat to bring the site out of the floodplain. This would entail an estimated 60,000 cubic yards, approximately 6,000 truckloads, to fill in the 11 acres.



The City is working with the property owner to secure the site for habitat preservation, however, the property owner is not prepared to postpone development activity while the City seeks funding to purchase the property.

Monroe is no exception to rapid growth throughout Snohomish County. Nearly 400 new single-family units are expected to be constructed in the next four to five years. If the seller is able to obtain permits for the property developers will be eager to purchase the property.

Open spaces within the City limits with the amount of critical impact similar to the Monroe Heritage site are scarce. An opportunity for the City to preserve an open space of this size that provides quality off-channel habitat is extremely rare.

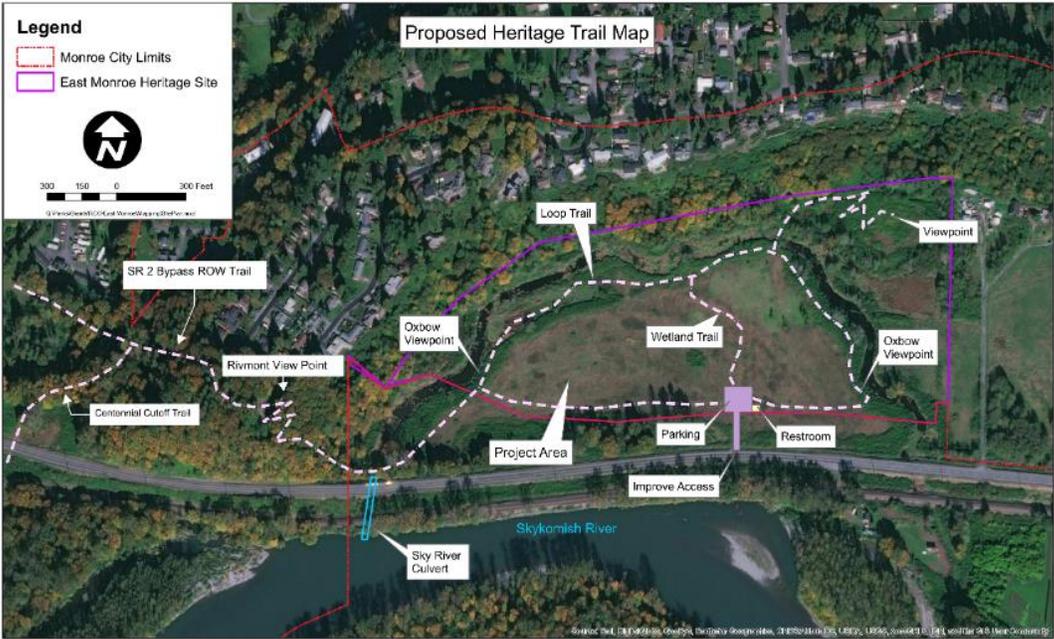
3. How does the project establish trail corridors and/or natural area linkage?

Trail Corridor

Preservation of the property would include future trail development with an appropriate level of public access to the property. Construction of a small parking/picnic area at the U.S. Highway 2 entrance to the property is where residents and travelers will enter the park. The main route through the park is a loop trail designed to follow the oxbow. Additional side trails and views points of the wetlands, wildlife and open spaces are to be placed throughout. Those who come to visit the site will find observation points of the off-channel habitat and experience a unique recreation opportunity to view and understand the importance of conserving the critical landscapes for the benefit of people, plants and wildlife.

The Monroe Park's Recreation Trail Plan lists the proposed Centennial Trail extension out to east Monroe, along with other trail networks such as the Woods Creek Trail and SR2 Bypass ROW Trail all congregating in the vicinity of the East Monroe property. More than 500 local residents

throughout the Rivmont and Calhoun neighborhoods to the north of the site will have access of an elevated scenic view point and be able to enter the park via the SR 2 Bypass ROW Trail.



Natural Area Linkage

The riparian area along the oxbow channel connects the main stem Skykomish River with Al Borlin Park and the Woods Creek watershed to the west with open space and habitat in unincorporated Snohomish County to the east. Access from all side of the East Monroe Heritage Site provides a pathway for wildlife. The riparian zone provides a vital corridor for wildlife movement and dispersal as well as all the major elements (food, water and shelter) needed for survival. Eighty-five percent of Washington’s terrestrial vertebrate species use riparian zones for essential life activities with the density of wildlife in riparian areas being comparatively high. Riparian areas provide breeding habitat for more species of birds than any other habitat in Washington. Amphibians and reptiles are widespread throughout these areas. Riparian areas have greater a greater diversity of mammalian species than upland areas due to the diverse vegetation.

The East Monroe Heritage Site’s oxbow channel and wetlands provide a movement corridor for species such as marbled murrelets and harlequin ducks to nesting areas outside of the project area. The smaller riparian zones along the surface stream and wetlands provide movement corridors for small species such as amphibians and invertebrates and larger species such as bobcats, coyote, and deer.

The forested areas provide habitat for more specialized species such as shelter for birds, amphibians, reptiles and mammals of all sizes. These forest elements provide dens, foraging, and travelways for many species.

The Snohomish River Basin Salmon Conservation Plan has a proposed project (#114) to improve the culverts linking the oxbow to the Skykomish River, increasing fish and wildlife passage.

During high flows the culverts also provide a linkage into the oxbow, wetlands and floodplain allowing for floodwater storage, sediment and organic material transport.

A wetland delineation report completed in 2013 by Wetland Resources Inc. concluded that “enhancement of the buffer areas of the stream and wetland area would provide a significant lift to the functions and values over the existing condition.”

Partnering with local non-profit organizations such as Sound Salmon Solutions and the Snohomish Conservation District in providing restoration efforts along the wetlands and oxbow (i.e. shading the oxbow too cool water temperatures) could greatly increase the potential as an attractive location for rearing salmon species entering from the Skykomish River.

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



The project site is within the lower main stem of the Skykomish River in the Snohomish/Skykomish Watershed Basin covering north King and south Snohomish Counties. The six mile reach of the Skykomish River east of Monroe is critical for Chinook spawning and rearing, and is determined to a major transportation corridor for Chinook, coho and other salmon species.

Recovery focus for the main stem includes preventing further floodplain development or fill; protecting intact riparian and off-channel habitat where they are not currently protected; minimizing increases in impervious surfaces; and preventing urban sprawl.

The East Monroe Heritage Site is identified in the Snohomish River Basin Salmon Conservation Plan, project #114, for acquisition in order to restore access to off-channel habitat, reconnect the river with the floodplain, and provide important rearing habitat for Chinook salmon. The Puget Sound Partnership 2016 Action Agenda recommends protecting and conserving ecologically important lands at risk of conversion to more intensive uses. Forterra’s *Skykomish Basin Land Protection Assessment and Mapping Project* identifies the East Monroe Heritage Site as “high value/high threat” and recommends acquisition of the site.

The Monroe Parks, Recreation and Open Space Plan includes extending the US 2 Bypass Trail, Woods Creek Trail and the Centennial Trail to the East Monroe Heritage site connecting to the proposed loop trail system following the oxbow channel.

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

The Snohomish River Conservation Plan recommends acquiring properties to prevent further floodplain development or fill and to protect off-channel habitats where they are not currently protected.

Acquiring this property to preserve the oxbow channel will help provide for flood storage during high flow events and improve off-channel habitat as proposed in Project #114 in Appendix L of the Snohomish River Conservation Plan. The project would improve approximately 9-acres of off-channel habitat.

The Puget Sound Partnership 2016 Action Agenda recommends acquiring rural and agricultural lands with opportunities to protect and provide access to priority habitat for threatened and endangered species.

Forterra’s Skykomish Basin Land Protection Assessment and Mapping Project identifies the East Monroe Heritage Site as “high value/high threat” and recommends acquisition of the site. The city has received over 25 letters of support from surrounding property owners to preserve the property.

Paul Anderson, formerly with the Department of Ecology, has publicly stated that the conversion of the property from open space to commercial/retail use would be a significant loss.



*Snohomish River Basin Salmon Conservation Plan
Project #114*



*Forterra Skykomish Basin Land Protection Assessment & Mapping Project
“High Value High Threat” property*

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

Public Access to the Site

The property is located adjacent to the 90-acre Al Borlin Park within walking distance of existing trails and open space amenities serving Monroe city residents. Existing site access is available from Highway US 2. The site is served by Community Transit which provides daily bus service between Everett and Gold Bar. There are two bus stops within 1 mile of the property.

Snoqualmie Valley Transit serving Duvall, Carnation, Snoqualmie and North Bend is scheduled to begin service to Monroe in August.

The site is ideal for passive recreation including bird watching, wildlife viewing and interpretive trails. The city is proposing to design and construct a small parking lot for access. Development will be limited to support an appropriate level of public access to the property such as natural trails to provide wildlife viewing, and interpretive signs to educate the community on the importance of off-channel habitat.

Service Area

The majority of park, open space and conservation sites are located west of Monroe along Hwy 9 and I-5. The 2015 Snohomish County comprehensive plan identifies the need for land acquisition in the Skykomish river valley, east of Monroe.

Acquisition of this site would fill approximately 10% of the additional 450 acres of resource conservancy land needed to meet Snohomish County's targeted level of service. The nearest open space/preserve in the Skykomish/Snohomish Watershed is approximately 15 miles to the west at the Snohomish River Estuary. The 2015 Snohomish County Comprehensive Plan identifies the need for land acquisition in the Skykomish River Valley, east of Monroe.

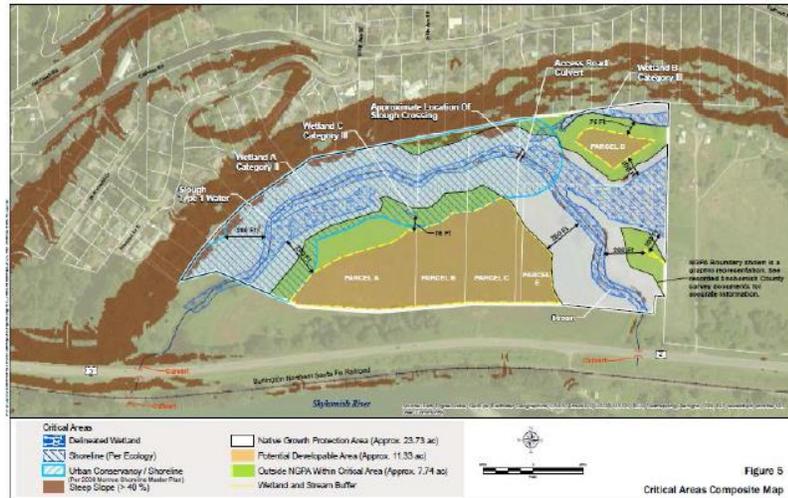
Habitat and Species Protected

The East Monroe Heritage Site has a direct connection to the Skykomish River at the west end of the property and provides storage for floodwaters and off-channel refugia for fish during high flow events.

According to the *Snohomish River Basin Salmon Conservation Plan*, the city is located near critical Chinook salmon spawning and freshwater rearing sites. Side channels and oxbows, like those on the Monroe Heritage Site, provide important rearing habitat for Chinook. Oxbows and associated wetlands provide critical summer and winter rearing habitat for Coho.

Bull trout exhibiting fluvial and anadromous life-history strategies use the main stem Skykomish River for rearing, as overwintering habitat for sub-adults, and for adult foraging. The main stem Skykomish River is also a migratory corridor for all salmon species.

1. 1 mile oxbow channel
2. 7 acre Class II & Class III Wetlands
3. 210' feeder bluff
4. Important Chinook rearing habitat
5. Summer and wintering habitat for cholo
6. Storage for floodwaters during high-flow events



Address Regional Problem

According to the *Snohomish River Basin Salmon Conservation Plan*, the loss of rearing habitat quantity and quality is the primary factor affecting population performance. Actions that improve hydrologic and sediment processes include increasing wetland functions and values and reconnecting floodplains. Restoring access to isolated habitats, replanting riparian vegetation and reconnecting off-channel sloughs and wetlands are expected to provide the greatest returns in population performance of any restoration conditions within the main-stem Skykomish River.

Significance of Property

The City of Monroe is one of the fastest growing urban areas in the Snohomish County and is located adjacent to the main-stem of the Skykomish River. The major factor contributing to the degradation of habitat conditions along the main-stem Skykomish River is the expansion of urban and rural development. This is the only site along the river at the edge of the rural/urban interface. Acquiring this property will ensure the urban area will not expand further east along the Skykomish River protecting core upriver habitat.

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

Acquisition and future restoration of the East Monroe Heritage Site complies with a variety of goals and policies contained in the City of Monroe Comprehensive Plan, the City of Monroe Park, Recreation and Open Space Plan and the Snohomish County Comprehensive Plan – Parks and Recreation Element.

Examples of the many polices, include:

Policy p.040 of the Monroe Comprehensive Plan is supported by the proposed use of the property to provide flood control benefits, wildlife habitat, open space, and passive recreation opportunities.

The preservation of flood plain for natural function is supported by police p.042 of the Monroe Comprehensive Plan.

Linking the East Monroe Heritage Site with Al Borlin and Sky River parks implements policy p.044 of the Monroe Comprehensive Plan to provide contiguous open space systems.

The East Monroe Heritage Site is known to have species within the site and/or within the general area which are listed as “threatened” under the Endangered Species Act. Policy p.045: “participate in efforts to recover species listed under the Endangered Species Act...through restoration.”

Purchasing the East Monroe Heritage Site to prevent future residential or commercial development preserving the unique features of the oxbow off-channel and inland habitat along with the proposed passive recreational opportunities supports policy p.050 of the Monroe Comprehensive Plan.

Walking trails and interpretive signage throughout the site meets the goals of the Monroe Comprehensive Plan p.051 by providing environmental education opportunities within the park.

Greater protection of the City’s shorelines such as the Skykomish River, including the oxbow channel, is supported by the Monroe Comprehensive Plan, policy p.054.

The East Monroe Heritage Site’s potential to bring in educational groups and travelers falls in line with the Monroe Comprehensive Plan, policy p.075, which states: “Stimulate economic development and tourism through natural resource preservation and enhancement.”

In addition the City of Monroe policies the acquisition of the East Monroe Heritage Site also supports the following policies of the Snohomish County Comprehensive Plan:

“Acquisition of 450 acres of resource conservancy land is needed to meet adopted levels of service.” (SCCP p. 15)

“Survey participants ranked conservation and wildlife areas such as viewing locations, interpretive trails and protected areas in the top four most preferred activities.” (SCCP p. 19)

“Additional opportunities for regional educational facilities, observation points, and study areas, should be explored...at significant natural resource areas.” (SCCP p. 28)

Preservation of open space and resource conservancy land is listed as a goal in both the City of Monroe and Snohomish County Park and Recreation plans.

It is reasonable to assume that accessible, useable and developable land for parks and trails, and the retention of functional open space, will become increasingly difficult to secure. There is no other site like, the East Monroe Heritage Site, in the Monroe – Sultan area that has been determined to be of such critical importance.

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

The area between Sultan and Monroe on the Skykomish River is critical for Chinook spawning and rearing. Oxbows provide critical summer and winter rearing habitat for Coho. By acquiring the East Monroe Heritage Site several groups and organizations such as Sound Salmon Solutions, Snohomish Conservation District, WDFW, and the DOE have expressed their excitement. Several letters of support, phone calls and emails have been submitted to the City demonstrating interest in partnering with the City to restore the oxbow, enhancing the availability for Coho, Chinook and other migratory fish to access.

The Puget Sound Partnership 2016 Action Agenda recommends acquiring rural and agricultural lands with opportunities to protect and provide access to priority habitat for threatened and endangered species. The Snohomish River Conservation Plan recommends acquiring properties, like the East Monroe Heritage Site, to prevent further floodplain development and to protect off-channel habitats where they are not currently being protected. Forterra's *Skykomish Basin Land Protection Assessment and Mapping Project* recommend acquisition of the Heritage Site. The *Snohomish County Comprehensive Plan – Park and Recreation Element* recommends acquiring significant natural resource areas for development of regional observation points and study areas. Sound Salmon Solutions has expressed interest in assisting the city financially with restoring the oxbow channel. The City of Monroe received over 20 letters of support from community members in favor of acquiring and preserving the property as open space.

Paul Anderson, formerly with the Department of Ecology, wrote a letter to the city during review of the proposed rezone, "the conversion of approximately 60 acres of open space to commercial/retail use would be a significant loss..." Wiard and Jean Groeneveld, Skykomish Valley Farmers commented, "the importance to the community that open space and farm land can provide cannot be ignored. The land must be considered a community infrastructure investment, not simply a print color on a piece of paper."

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

The East Monroe Heritage Site is located at the eastern edge of the Monroe city limits adjacent to the 90-acre Al Borlin Park and east of Woods Creek a major tributary to the Skykomish River. The city has a population of approximately 18,500 people. The city is experiencing significant growth pressure. The city has processed more than 1000 single-family residential building permits since the economic recovery started in 2013. Acquisition of the East Monroe Heritage Site will halt further expansion of urban development east of Woods Creek along the main stem Skykomish River protecting critical salmon habitat.

The site is ideal for passive recreation including bird watching, wildlife viewing and interpretive trails. The city is proposing to design and construct a small parking lot for access. Development will support an appropriate level of public access to the property such as natural trails to provide wildlife viewing, and interpretive signs to educate the community on the importance of off-channel habitat.

Through the city's parks and public works department the city could partner with educators from Monroe, Sultan and surrounding communities to coordinate service learning projects for

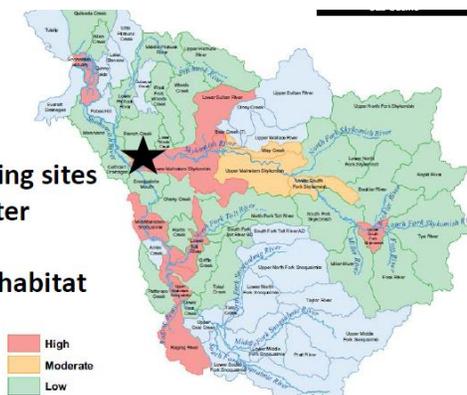
students and teachers. Projects could focus on invasive species removal coupled with inquiry based field studies and nature hikes that explore the unique off-channel and upland habitats that define the property.

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

Conservation Opportunity

The preservation of the East Monroe Heritage Site is a one of-a-kind opportunity. One of the common challenges in salmon recovery efforts is for government and non-profit organizations to find willing land owners who are agreeable to allow salmon recovery efforts to be brought forth on private property. With the City purchasing the East Monroe Heritage Site a multitude of environmental benefits would be met. Several other local organizations have portrayed the critical impacts the site holds. The City is prepared and eager to work with local partners in developing a restoration plan.

- **Located near critical Chinook spawning and freshwater rearing sites**
- **Coho critical summer and winter rearing habitat**
- **Bull trout rearing, overwinter habitat and foraging**



Reclamation of the East Monroe Heritage Site is unique due to large oxbow that borders nearly the entire property. Chapter 11 of The Snohomish River Basin Salmon Conservation Plan specifically and repeatedly mentions the importance for restoring isolated oxbows and side

channels to enhance salmon rearing habitat, which is seen as a primary factor affecting salmon population performance. This Plan also mentions that the area between Monroe and Sultan is a major transportation route for salmon and other fish species. Steelhead, Chinook and Bull Trout are known to be present at this location. All three of these fish species are listed as threatened with in the Federal Endangered Species Act.

For decades the land has sat idle while invasive vegetation species, such as Himalayan blackberry, have spread across the area and have choked out the access to the oxbow. Effort by the City and other supporting organizations are prepared to move forward to begin restoring the site and creating an attractive rearing habitat for salmon and other wildlife.

The oxbow and wetlands within the site provide storage during high flows from the Skykomish River and help lessen downstream flooding. Development of the site not only threatens water storage, but also critical habitat for several salmon species.

Recreation and Education

Preserving the Monroe Heritage site brings forth the opportunity to transfer dormant land into a space to be used for recreation and education. Linking future trail networks and the addition of a parking area will allow and encourage residents and travelers to visit the site. A limited

network of trails throughout property with interpretive signage and wildlife observation points will be placed throughout the park. The park will be an opportunity for school groups and others looking to observe and experience a unique recreation opportunity to view and understand the importance of off-channel habitat.

Preserve Critical Area from Threat of Development

Snohomish County and the City of Monroe is experiencing rapid growth in development and population. The seller of the East Monroe Heritage Site is actively pursuing to rezone the site from limited open space to general commercial. The City is working with the property owner to secure the East Monroe Heritage Site for habitat preservation. However, the property owner is not prepared to postpone development activity while the City seeks funding to purchase the property.

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 ___

NO X

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 ___

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.

ATTACHMENT 2: EVALUATION CRITERIA

Provided for Information Only

EVALUATION CRITERIA

The following material provides guidelines with which the Conservation Futures Program Advisory Board will evaluate project proposals. Separate guidelines are provided for several of the criteria, which differentiate between types of projects. Applicants should select the group which mostly closely aligns with their project, unless it is a combination of both, in which case both guidelines should be addressed. Guidelines are provided only to demonstrate typical considerations under each criteria. The guidelines provided are not intended to limit responses and applicants should address each criteria in their best judgment to fully represent their project.

Evaluation judgments will be made taking into consideration all the information and documentation provided in the application, as well as data gathered from proponent presentations and other CFPAB criteria. Applicants should provide justification for responses, attaching documentation (e.g. WDFW maps) as appropriate.

NOTE: Projects will be evaluated using a CFPAB approved review method. The CFPAB, at its discretion, may apply weighting factors to criteria it chooses to emphasize.

SCORING CRITERIA

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

Agricultural and/or timberland	Open space, habitat and/or passive recreation
Maximum points will be awarded to project proposals that preserve high quality agricultural and/or timber lands.	Maximum points will be awarded to project proposals that preserve high quality open space, habitat and/or passive recreation properties.
Applicants should demonstrate quality of property by describing beneficial agricultural and/or timber characteristics, as appropriate, including, but not limited to: <ul style="list-style-type: none"> • Presence of prime farmland soils, or quality of soils as it relates to timber production • County zoning designation • Proximity to other protected agricultural/timber lands • Size of property • Scenic opportunities • Historic use of property 	Applicants should demonstrate quality of property by describing open space values, as appropriate, including but not limited to: <ul style="list-style-type: none"> • Location and surrounding land use • Habitat characteristics such as presence and type of wetlands, proximity to water bodies, type of vegetation/cover, etc. • Presence of endangered or threatened species • Potential for restoration • Potential for passive recreation access/use • Scenic opportunities

<ul style="list-style-type: none"> • Current use of property <ul style="list-style-type: none"> ○ Agriculture – type of production ○ Timber – tree species, age, etc. • Habitat characteristics 	<ul style="list-style-type: none"> • Proximity to other protected open space areas
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The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that project preserves high quality properties (highest scoring).
- b. Applicant demonstrates that project preserves moderate quality properties.
- c. Applicant demonstrates that project preserves low quality properties (lowest scoring).

2. TO WHAT DEGREE DOES THE PROJECT CONSERVE OPPORTUNITIES WHICH ARE OTHERWISE THREATENED BY DEVELOPMENT?

All project types
Maximum points will be awarded to projects that are immediately threatened by development and/or because of their unique or inherent physical characteristics present a preservation opportunity which may be lost.
Applicants should refer to property qualities described in Criteria 1 and describe any risks to those qualities, as appropriate, including, but not limited to: <ul style="list-style-type: none"> • Listing – is the property currently for sale and would sale to another party result in loss of the identified qualities? • Nearby trends in conversion of similar types of properties (e.g. conversion to high density housing, agricultural land converted to housing, etc.) • Description of availability of other properties which are comparable to the subject property • Uniqueness of site qualities (i.e. there are no other comparable properties available)

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that site is significantly threatened because of development, or the unique physical features of the site. Applicant demonstrates that this is the last opportunity, or one of the last opportunities, to acquire a property of this variety (highest scoring).
- b. Applicant demonstrates that site is moderately threatened and that the type of site is in fairly short supply.
- c. Applicant demonstrates that site is slightly threatened (lowest scoring).

3. TO WHAT DEGREE DOES THE PROJECT ESTABLISH A TRAIL CORRIDOR AND/OR A NATURAL AREA LINKAGE?

All project types

Maximum points will be awarded to project proposals that provide both a trail corridor and a natural area linkage.

Applicants should describe trail corridors and/or natural area linkages that are provided by the project and/or planned to be provided by the project. Address, as appropriate:

- Plans for public trail access within the proposed property acquisition
- Proximity to other trail systems and plans for connection
- Proximity to other protected natural areas, which would provide contiguous natural area linkage
- Quantity and quality of natural area protected by acquisition and role of property in providing connections

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that project establishes both a trail corridor and a natural area linkage (highest scoring).
- b. Applicant demonstrates that project establishes either a trail corridor or a natural area linkage.
- c. Project does not establish either a trail corridor or a natural area linkage (lowest scoring).

4. TO WHAT DEGREE DOES THE PROJECT COMPRISE A PORTION OF A CONTINUUM OF PROJECTS WHICH COLLECTIVELY IMPLEMENT A COMPLETE PROJECT OR OBJECTIVE?

This evaluation criteria responds to the desire that, as often as possible, funds from the Conservation Futures Program should support well defined larger plans or projects.

Related to larger planning document	Related to larger project
Maximum points will be awarded to project proposals that are part of a larger plan, which has been established to achieve specific goals or objectives. Responses to this criteria may be focused on larger, regional plans directed toward achieving a specific goal or may be focused on a single, larger land based project which is anticipated to be completed through multiple phases of acquisition.	
Applicants should demonstrate how their project fits into a larger, regional plan. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> • Identification of planning document which proposed project helps complete and/or supports. Examples include watershed plans, agricultural preservation plans, recreation plans, etc. Include a brief description of the purpose of the planning 	Applicants should demonstrate how their project fits into a larger project. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> • Description of larger project. Provide overview of project as well as description of planned phases and identification of phases which have been completed, or are pending • Describe funding plan and timeline for completion of larger project

<p>document and stakeholders involved in development of the plan.</p> <ul style="list-style-type: none"> • Identify preparing and/or adopting agency • Identify goals and objectives in the plan which are addressed by the proposed project • Identify if the proposed project will complete the larger plan 	<ul style="list-style-type: none"> • Describe stakeholder process utilized to create the plan for the larger project • Describe what need the larger project is designed to address • Identify if the proposed project will complete the larger project
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The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the proposed project completes a phase of a larger plan or project, which was developed with stakeholder input and includes clear goals, objectives or defined phases for achieving the larger vision (highest score).
- b. Applicant demonstrates that the proposed project supports goals, objectives or defined phases of a larger plan or project, but is not strongly linked to a specific phase of the planning document or project. Additionally, proposed projects may receive moderate scores related to this criteria if the referenced plan or project has not been formally vetted or did not include a rigorous outreach and stakeholder involvement process.
- c. Project is not part of a larger plan (lowest score).

5. TO WHAT DEGREE DOES THE PROJECT ENHANCE OR COMPLEMENT AN ONGOING CONSERVATION OR PRESERVATION PROGRAM?

All project types
<p>Maximum points will be awarded to project proposals that are part of a larger conservation or preservation program. Responses to this criteria may be similar to Criteria #4 for those projects which related their proposals to larger conservation or preservation planning documents as part of responding to that criteria.</p>
<p>Applicants should demonstrate how their project fits into a larger conservation or preservation plan. Items to address, as appropriate, include but are not limited to:</p> <ul style="list-style-type: none"> • Identification of conservation or preservation planning document, or program, which the proposed project helps complete and/or supports. Include a brief description of the planning document, or program. Describe stakeholder involvement in development of the plan/program. • Identify adopting agency • Identify goals and objectives in the plan/program that are addressed by the proposed project • Identify if the proposed project is specifically identified for completion as part of the larger plan/program • Identify if the proposed project will complete the larger plan/program

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project enhances a documented program by building upon an existing adopted open space, conservation, or resource preservation plan, which also specifically identifies the project site (highest scoring).
- b. Applicant demonstrates that project complements an ongoing program by filling a need identified in an existing adopted open space, conservation, or resource preservation plan, but which does not identify the specific site.
- c. Stand Alone Project: The applicant does not demonstrate a relationship between the project proposal and any existing adopted open space, conservation, or resource preservation plan or program (lowest scoring).

6. WILL THE PROJECT PROVIDE REGIONAL OR COMMUNITY-WIDE SIGNIFICANCE?

All project types
Maximum points will be awarded to project proposals that have a positive impact on a larger geographic area.
Applicants should demonstrate regional benefit of the proposed project. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> • Description of current and/or proposed public access opportunities • Presumed service area for projects which will provide public access • Presence of habitat and/or species that will be protected by property acquisition • How the proposed project addresses a problem or issue of regional significance • Significance of property protection for habitat values

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project provides a regional benefit. These sites must serve large geographical areas, which may encompass several towns, cities, and unincorporated communities. For example, Puget Sound or all of Snohomish County (highest scoring).
- b. Applicant demonstrates that project provides community benefit. These sites will typically serve a single, well defined area and/or a relatively small number of people. For example, the area around a city or town (lowest scoring).

7. TO WHAT DEGREE DOES THE PROJECT COMPLY WITH ONE OR MORE OPEN SPACE PROGRAM POLICIES AND CRITERIA?

All project types
Maximum points will be awarded to project proposals that support and promote applicable jurisdictional open space policies.

Applicants should identify applicable open space policies for the jurisdiction in which their project is located and demonstrate how their project supports those policies. Items to address, as appropriate, include, but are not limited to:

- The document containing the identified policies
- Specific policies which are applicable to the proposed project
- A description of how the proposed project meets the applicable policies

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that project strongly supports applicable open space policies (highest scoring).
- b. Applicant demonstrates that project moderately supports applicable open space policies.
- c. Project does not support applicable open space policies (lowest scoring).

8. TO WHAT DEGREE DOES THE PROJECT PROVIDE MULTI-JURISDICTIONAL BENEFIT?

All project types
Maximum points will be awarded to those proposals which serve and/or are sponsored by multiple jurisdictions (e.g. FS, DNR, WDFW, NRCS, County, Cities, School Districts, Conservation District and/or Tribes) with associated multijurisdictional benefit.
Applicants should identify all jurisdictions involved with the proposed project. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> • Listing of all involved jurisdictions • The role of each jurisdiction in completing the project (e.g. project partner, beneficiary, etc.) • Identify and attach any documented support for the project from the identified jurisdiction (e.g. letters of support, partnership agreements, etc.) • How the proposed project supports the priorities of the identified jurisdictions

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project has high jurisdictional benefit. Applicant demonstrates strong project involvement and support from other jurisdiction(s) (highest scoring).
- b. Applicant demonstrates that project has moderate jurisdictional benefit. Applicant demonstrates moderate project involvement and support from other jurisdiction(s).
- c. Low Jurisdictional Benefit: Applicant has not demonstrated involvement and support from any other jurisdiction.

9. TO WHAT DEGREE DOES THE PROJECT PROVIDE FOR PUBLIC USE AND ENJOYMENT?

Agricultural and/or timberland	Open space, habitat and/or passive recreation
Maximum points will be awarded to those proposals which provide for the greatest degree of public use and enjoyment. Public use and enjoyment can be defined in general as the ability of the public to access and/or enjoy the site.	
<p>Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:</p> <ul style="list-style-type: none"> • Public access opportunities, as appropriate. If public access will not be provided, describe the reason why not • Presumed service area for projects that will provide public access • Public education opportunities associated with the project • Public values such as scenic vistas and/or protection of habitat • Production of products that are locally consumed 	<p>Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:</p> <ul style="list-style-type: none"> • Description of existing and/or planned recreation opportunities. If public access will not be provided, describe the reason why not • Presumed service area for projects that will provide public access • Public education opportunities associated with the project • Public values such as scenic vistas and/or protection of habitat

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project has high public benefit. These sites allow for multiple kinds of public use and enjoyment and are anticipated to have a large service area (highest scoring).
- b. Applicant demonstrates that the project has moderate public benefit. These sites provide limited, or no public access, but provide significant scenic or habitat opportunities or produce products for local consumption.
- c. Applicant demonstrates that the project has low public benefit. These sites allow for appreciation of the site but may have more limited access or no access (lowest scoring).

10. TO WHAT DEGREE DOES THE PROJECT REPRESENT A UNIQUE OR SPECIAL OPPORTUNITY?

All project types
Maximum points will be awarded to those proposals which provide, to the greatest degree possible, a unique or special opportunity that occurs infrequently or which is one of a kind (e.g. the acquisition of a large or very rare property of rare habitat, open space, recreation, or historical value). This question will be evaluated on a case by case basis to determine the significance and degree of the opportunity.

Applicants should describe what makes their project proposal unique and address the availability of similar properties in the area.

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the proposal is extremely rare and unique. These sites allow for once in a lifetime opportunities which rarely, if ever occur (highest scoring).
- b. Applicant demonstrates that the proposal is moderately rare and unique. These sites allow for opportunities that occur once in a few decades or which are becoming increasingly rare due to growth and development.
- c. Applicant demonstrates that the proposal is fairly common. These sites allow for opportunities that are valuable to the conservation futures program but which are fairly common and readily available (lowest scoring).

OTHER BOARD SELECTED CRITERIA

A. DOES THE PROJECT COMPRISE AN ENTIRE PROJECT?

This evaluation criteria responds to the desire that, as often as possible, funds from the Conservation Futures Program, in tandem with matching funds and resources provided by the project sponsor, are used to fund entire projects.

Comprises an Entire Project: Project funding plus applicable sponsor match will provide for a complete project. Please describe.

Yes ___ No ___

B. DOES THE PROJECT SITE INVOLVE CONTRIBUTIONS FROM GROUPS OR AGENCIES THAT WILL REDUCE THE NEED TO UTILIZE CONSERVATION FUTURES PROGRAM FUNDS?

Does the project proposal include matching fund support which, as a result, will reduce the need to utilize Conservation Futures Program funds? The sponsoring agency must clearly document that the matching funds are indeed available. Documentation should accompany the proposal worksheet. Consideration will reflect the percentage of total project costs that is provided by outside resources. If match falls through, the sponsor must provide alternative resources.

No Conservation Futures Program resources will be expended prior to contractual provision of match. Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage identified for Conservation Futures support on the Cost Worksheet 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.

Yes ___ No ___

C. IS THE PROJECT SPONSOR PREPARED TO PROVIDE LONG-TERM STEWARDSHIP FOR THE PROPOSED PROJECT?

Does the project proponent guarantee long-term maintenance and upkeep of the project site? Sponsors should reference their response to question 6 of Section II in answering this criteria. Non-profit agencies may make arrangements with local government or some other agency for long-term care of the project site.

Yes ___ No ___

D. DOES THE PROJECT PROMOTE THE GOAL OF DISTRIBUTING CONSERVATION FUTURES FUNDING, OVER TIME, THROUGHOUT THE COUNTY?

The CFPAB will evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

**ATTACHMENT 3: INTERLOCAL AGREEMENT AND
CONSERVATION EASEMENT TEMPLATES**

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
SNOHOMISH COUNTY AND THE CITY OF _____
CONCERNING
ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS**

THIS INTERLOCAL COOPERATION AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF _____ CONCERNING ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS (this "Agreement"), is made and entered into this ___ day of _____, 202_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF _____, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

A. The County manages a Conservation Futures funding program pursuant to RCW 84.34.200 et seq. and Chapter 4.14 Snohomish County Code.

B. Cities and towns located in Snohomish County, nonprofit historic preservation corporations, and nonprofit nature conservancy corporations or associations as such are described in RCW 84.34.210 are eligible to apply to the County for resources to fund acquisition of interests or rights in real property located within Snohomish County that meet the conservation criteria described in RCW 84.34.210 et seq.

C. The City applied for resources from the Snohomish County Conservation Futures Property Tax Fund to acquire fee simple interest in an approximately ___ acres (_____) unimproved real property located in the City of _____, referred to as _____, and more particularly described in Section 1 below (hereinafter referred to as the "Property").

D. Whereas, on _____ the Conservation Futures Program Advisory Board (the "Board") at its regularly scheduled meeting listened to the presentation, reviewed the project proposal and voted to recommend project funding on _____, at a regular meeting continuation, through the Conservation Futures Property Tax Fund in the amount of _____ Dollars (\$_____.00) to assist with purchase of the Property.

E. On _____, the Snohomish County Council, by Motion No. _____, allocated funding in the amount of _____ (\$_____ dollars) to the City of _____.

_____ from the Snohomish County Conservation Futures Property Tax Fund for that purpose.

NOW, THEREFORE, in consideration of the mutual promises set out below and for other good and valuable consideration, the Parties agree as follows:

1. Identification of Property. The unimproved Property is located in the City of _____, Washington and is generally legally described as follows:

SEE ATTACHED EXHIBIT A.

2. Purpose of Property Acquisition. The Property is to be acquired for the purpose of conserving open spaces and areas as authorized by RCW 84.34.200 et seq., and for conservation and for passive, public recreation.

3. Duration. This Agreement shall become effective when executed by both parties and posted on the County's Interlocal Agreements website (the "Effective Date"). If the Property is acquired within the time frame provided in Section 5.1 below, this Agreement shall be in effect perpetually, subject to any amendments agreed to in writing by the parties. If the Property is not acquired within the time frame provided in Section 5.1 below, this Agreement shall be terminated; PROVIDED, HOWEVER, that the County and the City may mutually agree in writing, prior to termination, upon an extension of time.

4. Administrators. Each party to this Agreement shall designate an individual (an "Administrator") who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following:

County's Initial Administrator:

Tom Teigen, Director
Snohomish County Parks and
Recreation
6705 Puget Park Drive
Snohomish, WA 98296

City's Initial Administrator:

City of _____
Office of the Mayor

_____, WA 980__

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

5. Duties of the City to Acquire, Operate, Maintain and Conserve. The City shall:

5.1 Acquire the Property within twenty-four (24) months of the Effective Date of this Agreement and upon closing maintain, operate and conserve the Property Interlocal Cooperation Agreement between Snohomish County and _____ Concerning Acquisition of Property with Conservation Futures Funds

for open space and passive park purposes. The City shall undertake all reasonable efforts to acquire the Property but if the owner of is not a willing seller, the City shall not utilize the power of eminent domain to acquire the Property.

5.2 Immediately following acquisition of the Property, execute and record an instrument conveying a Conservation Easement for the Property to the County in substantially the form attached hereto as Exhibit B (the "Conservation Easement").

5.3 Prior to acquisition of the property, perform a boundary line survey to determine potential trespass or adverse possession issues. County may waive this requirement if there are no potential boundary issues, or if a prior survey has been performed.

5.4 Forward a copy of the recorded deed conveying the Property and a copy of the executed Conservation Easement for the Property to the County as soon as the same are returned from the Snohomish County Auditor.

5.5 Provide an sponsor identifying sign, the size and design of which shall be approved by the Snohomish County Department of Parks and Recreation, at the entrance to the Property which shall be in plain sight in perpetuity, listing the County as a participant in the acquisition of the Property through the Snohomish County Conservation Futures Program.

5.6 Fund any improvements that are made to the Property from revenue sources other than Conservation Futures Program Funds and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and the Conservation Easement.

5.7 Submit to the County a long-term maintenance plan for the Property and any improvements within three (3) months of the completed Property acquisition.

5.8 Pay to the County, upon sale of any of the City's interest in the Property, or any portion thereof, a pro rata share of any consideration received, less the costs of improvements funded by the City. The pro rata share will be equal to the percentage of the cost of acquisition funded by the County pursuant to this Agreement.

5.9 Pay on a current basis all taxes or assessments levied on Property-related activities and the Property; PROVIDED, HOWEVER, that nothing contained herein will modify the City's right to contest any such tax, and the City will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes.

5.10 Obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Property.

6. Payment from the County. The County shall provide financial assistance to the City in the amount of the lesser of \$_____.00, or ____% of the total project cost from the Conservation Futures Fund for the acquisition of the Property. Payment shall be made on a reimbursable basis within thirty (30) days of County receipt of a City invoice submitted with documentation of completed purchase of the Property and transfer of title, provided the City has complied with all of the terms of this Agreement. Documentation of matching funds as submitted in the original grant application required for reimbursement. Any obligations of the County beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this Agreement in accordance with its Charter and applicable law.

7. Compliance with Laws. The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

8. Records, Inspections and Audits. The City will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, from time to time whether before or after acquisition of the Property or termination of this Agreement inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the City or any contractor or to elect to have an audit conducted to verify acquisition-related costs through the date of the acquisition, income from the Property, maintenance and operation costs, and the cost of post-acquisition improvements. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the City, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the City (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The City agrees to cooperate with the auditor and to make available for examination at its principal office all of its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the cost of acquiring the Property, then the City will pay the cost of the audit, not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

The City will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if the City proposes to dispose of any documents materially related to the Property for a period less than seven (7) years, then the City will deliver the same to the County for disposition by the County.

The County may at all times enter the Property to determine the City's compliance with the terms and conditions of this Agreement or to post notices. Any person or persons

who may have an interest in the purposes of the County's visit may accompany the County.

The City acknowledges and agrees that its obligations under this Section 8 will survive termination of this Agreement.

9. Risk of Loss. All of the City's personal property of any kind or description whatsoever, or that of its employees, agents, contractors, and/or invitees placed on the Property shall be at the City's sole risk, and the County will not be liable for any damage done to, or loss of, such personal property.

10. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

11. Hold Harmless and Indemnification. The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition

Interlocal Cooperation Agreement between Snohomish County and _____
Concerning Acquisition of Property with Conservation Futures Funds

or use of the Properties and this Agreement; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

12. Dispute Resolution. The Parties agree to use their best efforts to resolve disputes and other matters arising out of this Agreement or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, the City's designated representative and County's designated representative shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City's Mayor and to the Director of the Snohomish County Department of Parks and Recreation; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; if mediation does not successfully resolve the dispute, then (iv) either Party may file suit in a court of competent jurisdiction. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

13. Notice. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator or Administrator's designee at the addresses set forth in Section 1.4 above. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

14.1. Entire Agreement; Amendments. This Agreement shall constitute the full and complete Agreement of the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may be amended only by written agreement of the parties, executed in the same manner as provided by the Interlocal Cooperation Act, Chapter 39.34 RCW, governing the execution of this Agreement.

14.2. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

14.3. Governing Law and Stipulation of Venue. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

14.4. Rights and Remedies. The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

14.5. No Third Party Rights. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties.

14.6. Binding on Successors. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

14.7. No Waiver. Payment by the County under this Agreement shall not constitute a waiver by the County of any claims it may have against the City for any breach of this Agreement or for failure of City to perform the work or actions, as specified in this Agreement. Forbearance of the rights of the parties under this Agreement will not constitute waiver of entitlement to exercise their respective rights as to any future acts or omissions by the offending party.

14.8. No Employee Relationship. In performing work and services pursuant to this Agreement, the City, its employees, consultants, agents, and representatives shall be acting as agents of the City and shall not be deemed or construed to be employees or agents of the County in any manner whatsoever. The City shall not hold itself out as, nor claim to be, an officer or employee of the County and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County. The City shall be solely responsible for any claims for wages or compensation by Interlocal Cooperation Agreement between Snohomish County and _____
Concerning Acquisition of Property with Conservation Futures Funds

the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold County harmless therefrom.

14.9 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

14.10 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

14.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

14.12 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

14.13 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

14.14 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

14.15 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

14.16 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

14.17. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

EXHIBIT A

Legal Description
Fee Simple Acquisition

APN/Parcel ID(s):

Situate County of Snohomish, State of Washington

TEMPLATE

EXHIBIT B

Conservation Easement

TEMPLATE

After Recording Return to:
Assistant Clerk
Snohomish County Council
3000 Rockefeller Avenue MS 609
Everett, WA 98201

GRANT OF CONSERVATION EASEMENT

Grantor: City of _____, a municipal corporation of the State of Washington
Grantee: Snohomish County, a political subdivision of the State of Washington
Legal: Ptn Govt Lot _____ Section, Township, Range Snohomish County, WA
Tax Parcel Nos.: _____ Ptn. of APN # _____

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this ____ day of _____, 2020, by the City of _____, a municipal corporation of the State of Washington (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

RECITALS

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), located on Ptn _____

_____, Snohomish County, Washington; and

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and

C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and

D. The Protected Property possesses significant long-term natural and open space values (“Conservation Values”) of great importance to the people of Snohomish County for passive recreation; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the “Baseline Documentation”) that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. This Conservation Easement is being purchased with funds provided, in part, by the County’s Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land;

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar (\$1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. **Grant.** Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. **Purpose.** The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on,

the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

- A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property;
- B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.
- C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.
- D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.
- E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third-party rights of enforcement.

IV. Permitted Uses and Activities.

- A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed

activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

B. Any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.

C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

V. Prohibited Uses and Activities. Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B;

B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;

C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement; and

F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

A. *Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.*

B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.

C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

VIII. Proceeds. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

IX. Transfer or Assignment of the Conservation Easement. *This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.*

X. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

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

B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all

reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XI. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation to show a change of conditions.

C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal

remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. **Costs of Enforcement.** In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

F. **Waiver of Defenses.** Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

G. **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;

B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;

C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to

D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.

F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.

G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.

I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.

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

XVI. Environmental Compliance.

A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

Attest:

City Clerk

APPROVED AS TO FORM

City Attorney Date

TEMPLATE

ACCEPTED BY GRANTEE:

On _____, the Snohomish County Council adopted Motion 20-_____ authorizing the County Executive to accept the Conservation Easement, pursuant to RCW 64.04.130.

GRANTEE:
SNOHOMISH COUNTY

By: _____
Dave Somers
Snohomish County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was authorized to execute the instrument; and acknowledged it, as the _____ of Snohomish County, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of _____, 2020_.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

APPROVED AS TO FORM:

Deputy Prosecuting Attorney Date

EXHIBIT A

LEGAL DESCRIPTION OF
PROPERTY SUBJECT TO CONSERVATION EASEMENT

TEMPLATE

EXHIBIT B

BASELINE SITE ASSESSMENT

CURRENT CONDITIONS

Please describe the current conditions of the site at the time of acquisition. If a descriptor below does not apply, then indicate "Not Applicable". Please include a description of:

I. PROPERTY DATA

- A. Structures (residential, commercial, agricultural, historic)
- B. Access Roads and/or Road Frontage
- C. Percentage & Type of Impervious Surfaces (note: gravel is considered impervious)
- D. Utilities (power, water, gas, sewer/septic, storm water)
- E. Other Site Improvements
- F. Easements (road, utility, trail, agricultural, other)
- G. Present Use/Proposed Future Use(s)
- H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others

I. Critical Areas

J. Existing Critical Areas Protection Areas and/or Native Growth Protection Areas
(attach a copy of any documentation, e.g. Critical Areas Site Plan)

K. Historic Site Features (Other than Structures)

II. GRAPHIC DOCUMENTATION OF CURRENT SITE CONDITIONS

Please attach documents for items A – D.

A. High resolution aerial photo showing outline of acquisition area.

B. Ground photos of existing site features of significance

C. Site map. Map should note location of features identified above (A - F), including impervious areas.

D. Property boundary survey, if partial acquisition.

Landowner Acknowledgement Form

Landowner Information

Name of Landowner: Heritage Baptist Fellowship

Landowner Contact Information:

Mr. Ms. Title: Pastor- Heritage Baptist Fellowship

First Name: Thomas

Last Name: Minnick

Contact Mailing Address: Pastor Thomas Minnick, C/O Heritage Baptist Fellowship, P.O. Box 1090,
Monroe, WA 98272-4090

Contact E-Mail Address: pastor.minnick@comcast.net

Property Address or Location: **± 20800 to ±21400 Blocks of State Route 2 in the easterlymost City
Limits of Monroe, Washington.**

1. X - (Landowner or Organization) is the legal owner of property described in this grant application.
2. I am aware that the project is being proposed on my property.
3. If the grant is successfully awarded, I will be contacted and asked to engage in negotiations.
4. My signature does not represent authorization of project implementation.

Landowner Signature

Date

Project Sponsor Information

Project Name: East Monroe Heritage Site

Project Applicant Contact Information:

Mr Ms. Title Senior Park Planner, City of Monroe

First Name: Denise

Last Name: Johns

Mailing Address: 806 West Main Street, Monroe, WA. 98272

E-Mail Address: Djohns@monroewa.gov

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



CHICAGO TITLE

COMPANY OF WASHINGTON

Commitment Number:

500074996

CHICAGO TITLE INSURANCE COMPANY, a Florida 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)



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. 500074996

1. Effective Date: August 3, 2018 at 08:00 AM
2. Policy or Policies to be issued:
 - a. ALTA Owner's Policy 2006

Proposed Insured:	City of Monroe, a Washington municipality	
Policy Amount:	To Be Determined	
Premium:		To Be Determined
Tax:		To Be Determined
Rate:	Standard	
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:

Heritage Baptist Fellowship, a Washington non-profit corporation
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): 270705-002-061-00, 270705-002-062-00, 270705-002-063-00,
270705-002-064-00 and 270706-001-025-00**

Parcel A:

Lot 1 of City of Monroe Boundary Line Adjustment No. 199003 recorded under Auditor's File No. 200405035217, records of Snohomish County, Washington, being a portion of the Southeast Quarter of the Northeast Quarter of Section 6, Township 27 North, Range 7 East of the Willamette Meridian and the Southwest Quarter of the Northwest Quarter of Section 5, Township 27 North, Range 7 East of the Willamette Meridian.

Situate in the County of Snohomish, State of Washington.

Parcel B:

Lots 1 through 4 inclusive, City of Monroe Short Plat No. 199005 recorded under Auditor's File No. 200405035216, records of Snohomish County, Washington, being a portion of Southwest Quarter of the Northwest Quarter of Section 5, Township 27 North, Range 7 East of the Willamette Meridian.

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

Granted to: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution line
Recording Date: May 4, 1938
Recording No.: 624046
Affects: As located within Section 5

The exact location and extent of said easement is not disclosed of record.

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

Granted to: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution line
Recording Date: May 4, 1938
Recording No.: 624047
Affects: As located within Section 5

The exact location and extent of said easement is not disclosed of record.

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

Grantee: State of Washington
Recording Date: December 12, 1972
Recording No.: 2374455

4. 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 City of Monroe Short Plat No. 199005:

Recording No: 200405035216
Affects: Parcel B

5. 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 City of Monroe Boundary Line Adjustment No. 199003:

Recording No: 200405035217

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SCHEDULE B

(continued)

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

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

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.

7. 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: 2018
 Tax Account No.: 270706-001-025-00
 Levy Code: 00530
 Assessed Value-Land: \$16,900.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$209.30
 Paid: \$104.65
 Unpaid: \$104.65
 Affects: Parcel A

8. 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: 2018
 Tax Account No.: 270705-002-061-00
 Levy Code: 00530
 Assessed Value-Land: \$118,700.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$1,428.14
 Paid: \$714.07
 Unpaid: \$714.07
 Affects: Lot 1 of Parcel B

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SCHEDULE B

(continued)

9. 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: 2018
 Tax Account No.: 270705-002-062-00
 Levy Code: 00530
 Assessed Value-Land: \$124,300.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$1,494.93
 Paid: \$747.46
 Unpaid: \$747.47
 Affects: Lot 2 of Parcel B

10. 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: 2018
 Tax Account No.: 270705-002-063-00
 Levy Code: 00530
 Assessed Value-Land: \$118,900.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$1,430.65
 Paid: \$715.32
 Unpaid: \$715.33
 Affects: Lot 3 of Parcel B

11. 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: 2018
 Tax Account No.: 270705-002-064-00
 Levy Code: 00530
 Assessed Value-Land: \$134,400.00
 Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$1,616.52
 Paid: \$808.26
 Unpaid: \$808.26
 Affects: Lot 4 of Parcel B

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SCHEDULE B

(continued)

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$350,000.00
 Dated: October 4, 2006
 Trustor/Grantor: Heritage Baptist Fellowship, a Washington non-profit organization
 Trustee: Pacific Northwest Title
 Beneficiary: Mountain Pacific Bank
 Recording Date: October 6, 2006
 Recording No.: 200610060447

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$170,000.00
 Dated: May 31, 2013
 Trustor/Grantor: Heritage Baptist Fellowship
 Trustee: Pace Engineers, Inc.
 Beneficiary: Pace Engineers, Inc.
 Recording Date: June 18, 2013
 Recording No.: 201306180431

Note: Any reconveyance must have a new trustee appointed.

14. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Heritage Baptist Fellowship, a Washington non-profit corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

15. Any instrument to be executed by City of Monroe must be in accordance with statute. Satisfactory evidence of authority must be submitted.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

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SCHEDULE B

(continued)

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: 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 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:

SE of NE 6-27-7; and SW of NW 5-27-7, Snohomish County, WA

Tax Account No.: 270706-001-025-00, 270705-002-061-00, 270705-002-062-00, 270705-002-063-00, 270705-002-064-00

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.



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 Complain 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.

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 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.

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 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 or 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 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.

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



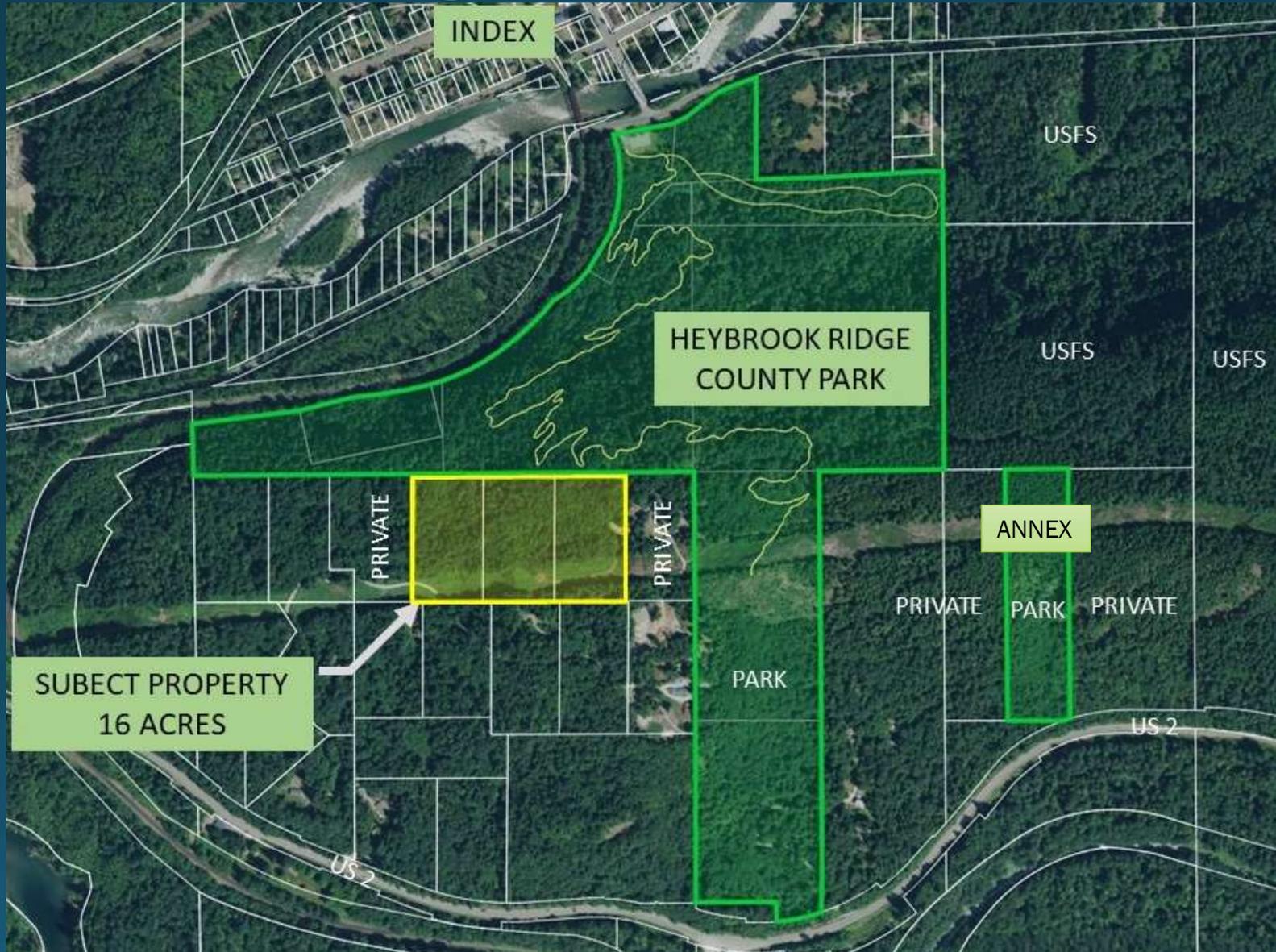


Attachment 6 – CF20-06 Chase Properties, Addition to Heybrook Ridge County Park



Snohomish County Parks, Recreation & Tourism

Heybrook Ridge County Park- Addition



The Big Picture: Bird's-eye View from Lookout Point



Photo by Garvin Carrell



Index Town's View



1912 Photo by Lee Pickett



Pennies from Heaven: Leovy Donation & Conservation Futures Grant



Conway Leovy
"Patron Saint" of HRCP

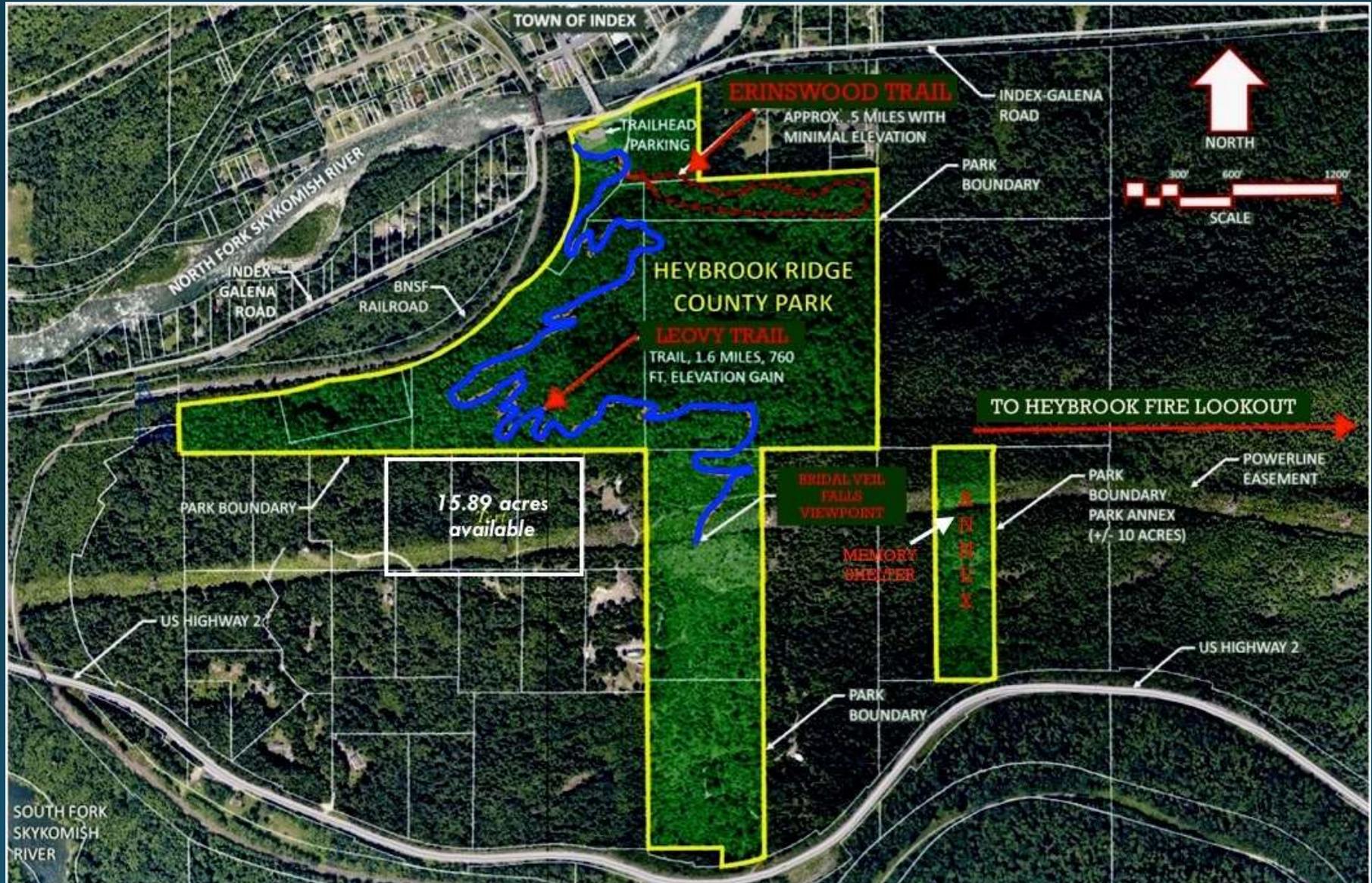


What Took So Long? Landlocked.

- 2013: Conservation Futures came through again: \$299K for 8+ acres, gaining trailhead access and parking lot adjacent to Index-Galena Road
 - FOHR gave \$10K in matching funds
 - (also: \$26K for purchase of ~10 acres on south face, the “Annex”)
- 2016: FOHR donated \$40K, “Leovy Trail” finished, ADA “Erinswood Trail” started

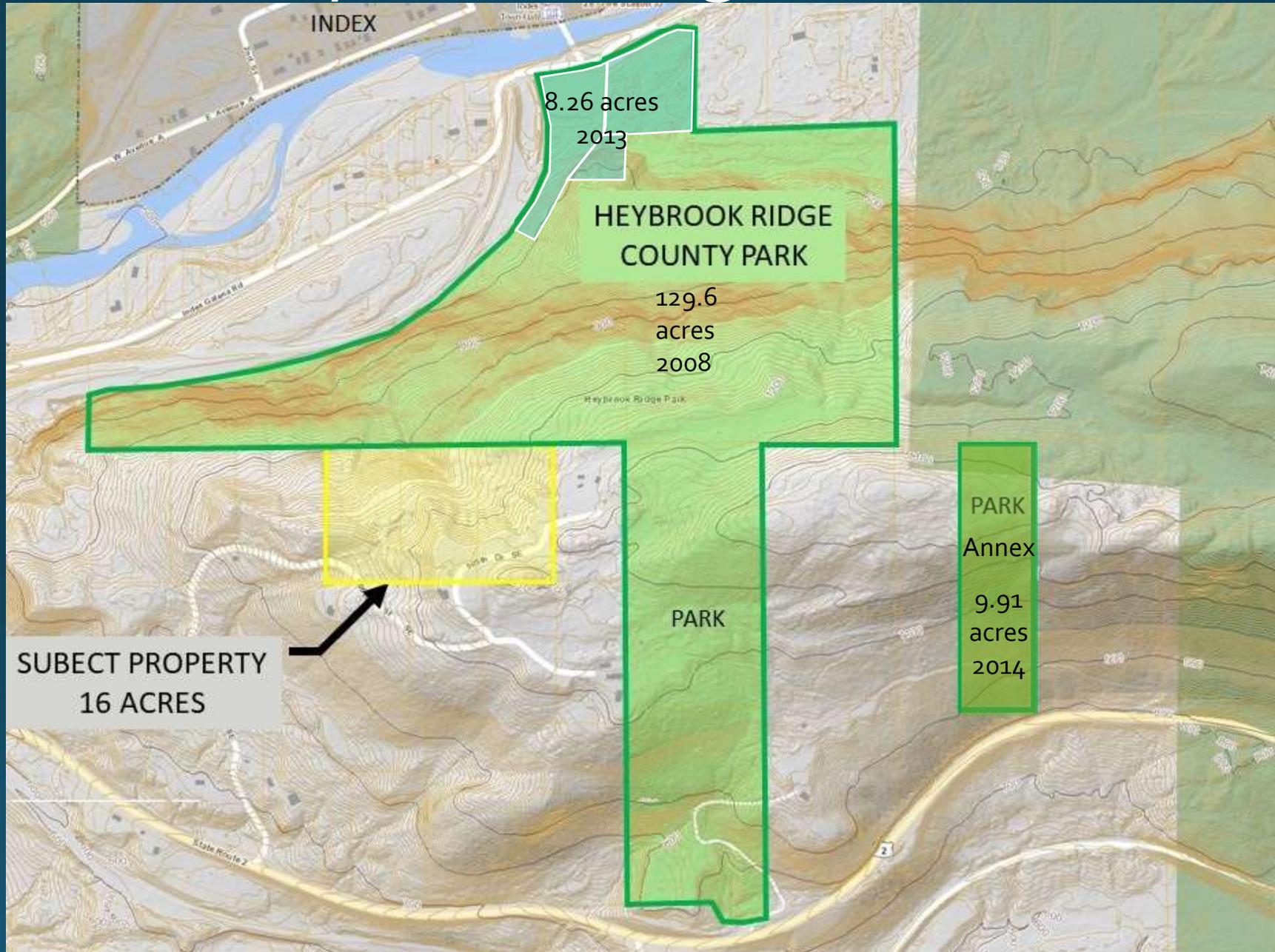


Shared Goal



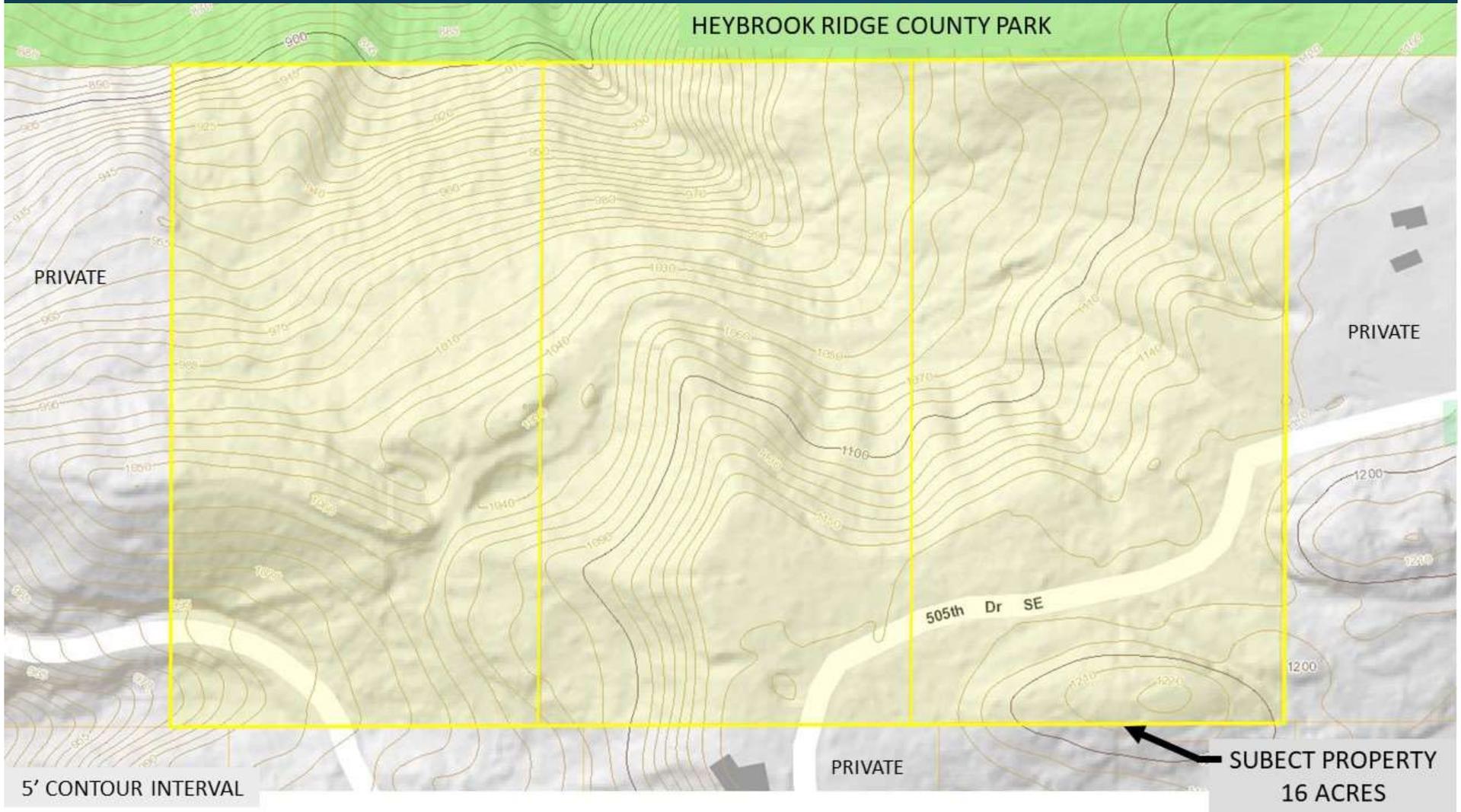


Heybrook Ridge - Addition



Heybrook Ridge - Addition

HEYBROOK RIDGE COUNTY PARK





Heybrook Ridge - Addition

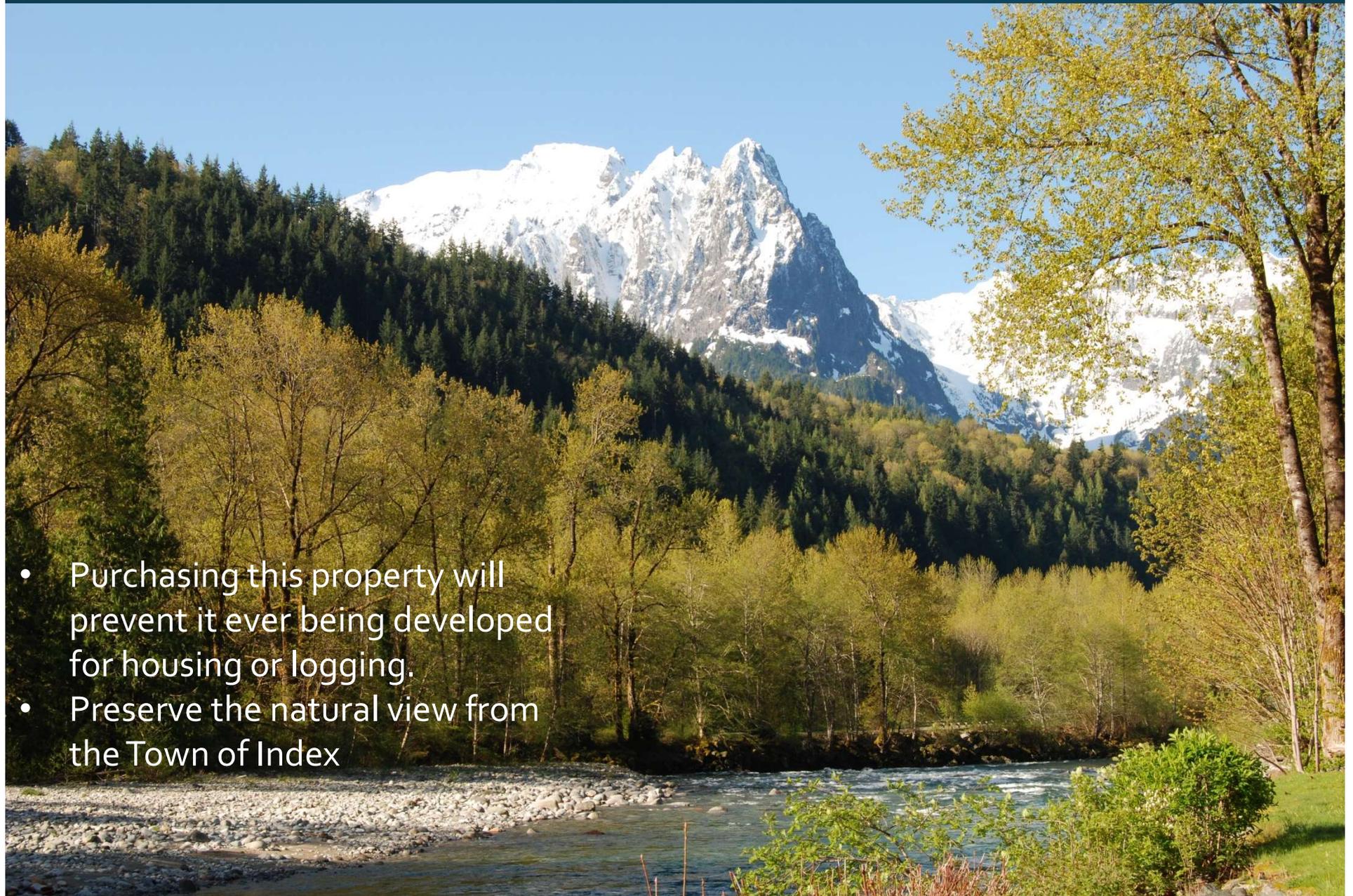


1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?

CS ©2014 *M*



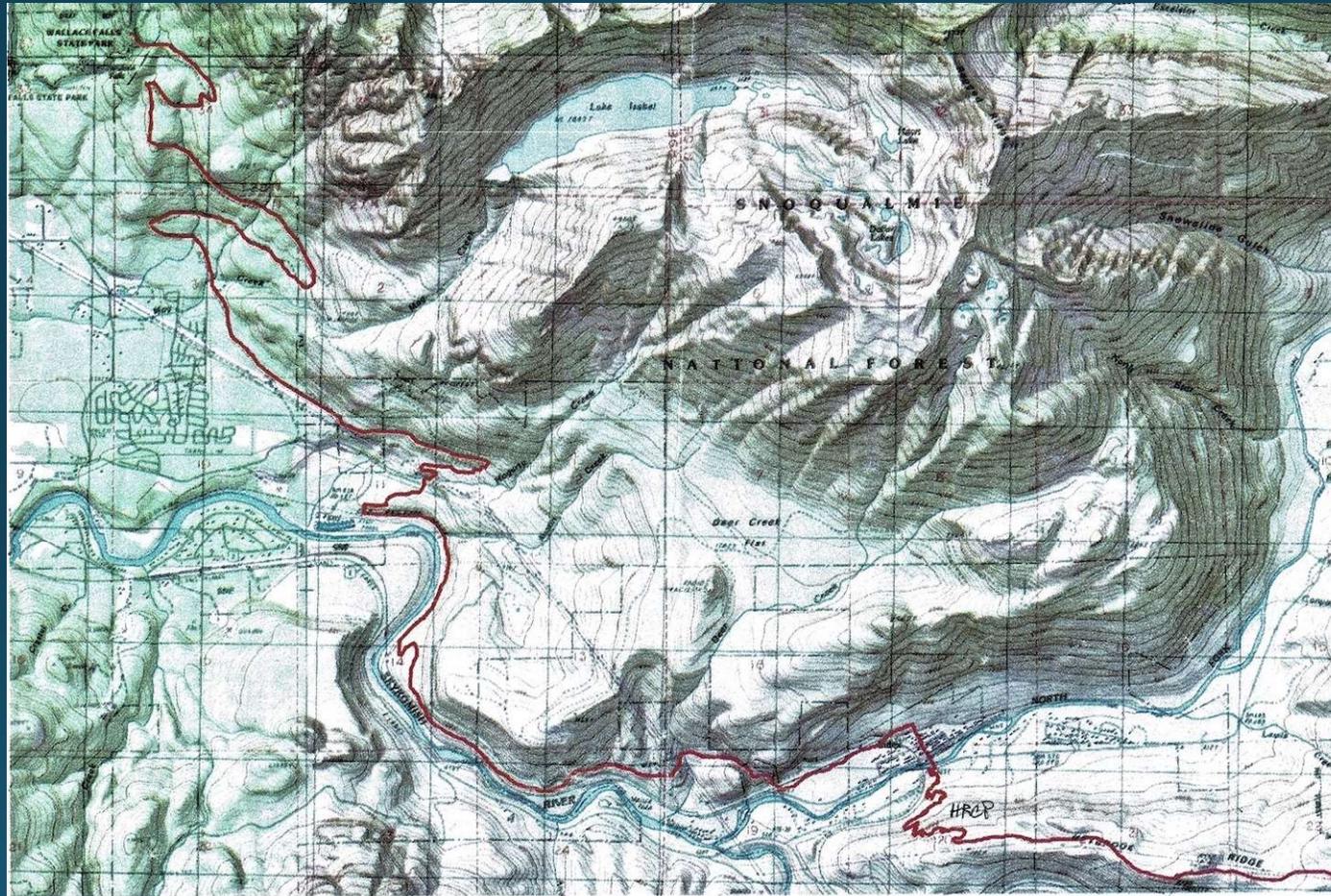
Heybrook Ridge - Addition



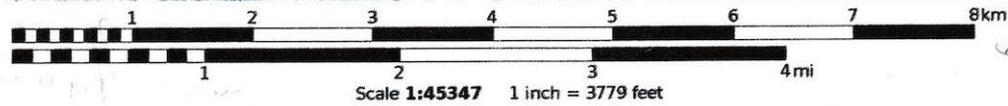
- Purchasing this property will prevent it ever being developed for housing or logging.
- Preserve the natural view from the Town of Index

444 Heybrook Ridge – Addition

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



Mercator Projection
WGS84
USNG 10TFT-10TFU
CalTopo



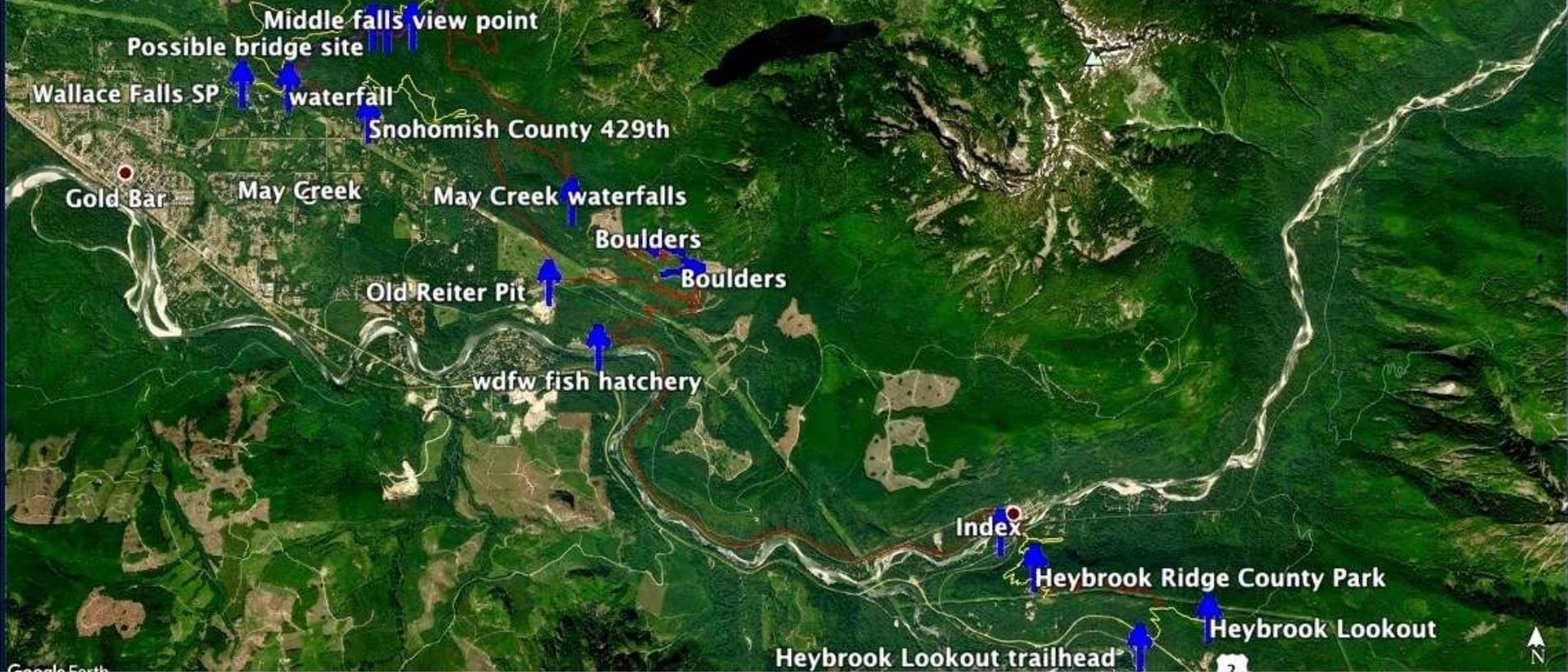
Wallace Falls to Heybrook: Connecting Public Lands
Suggested Route in Red

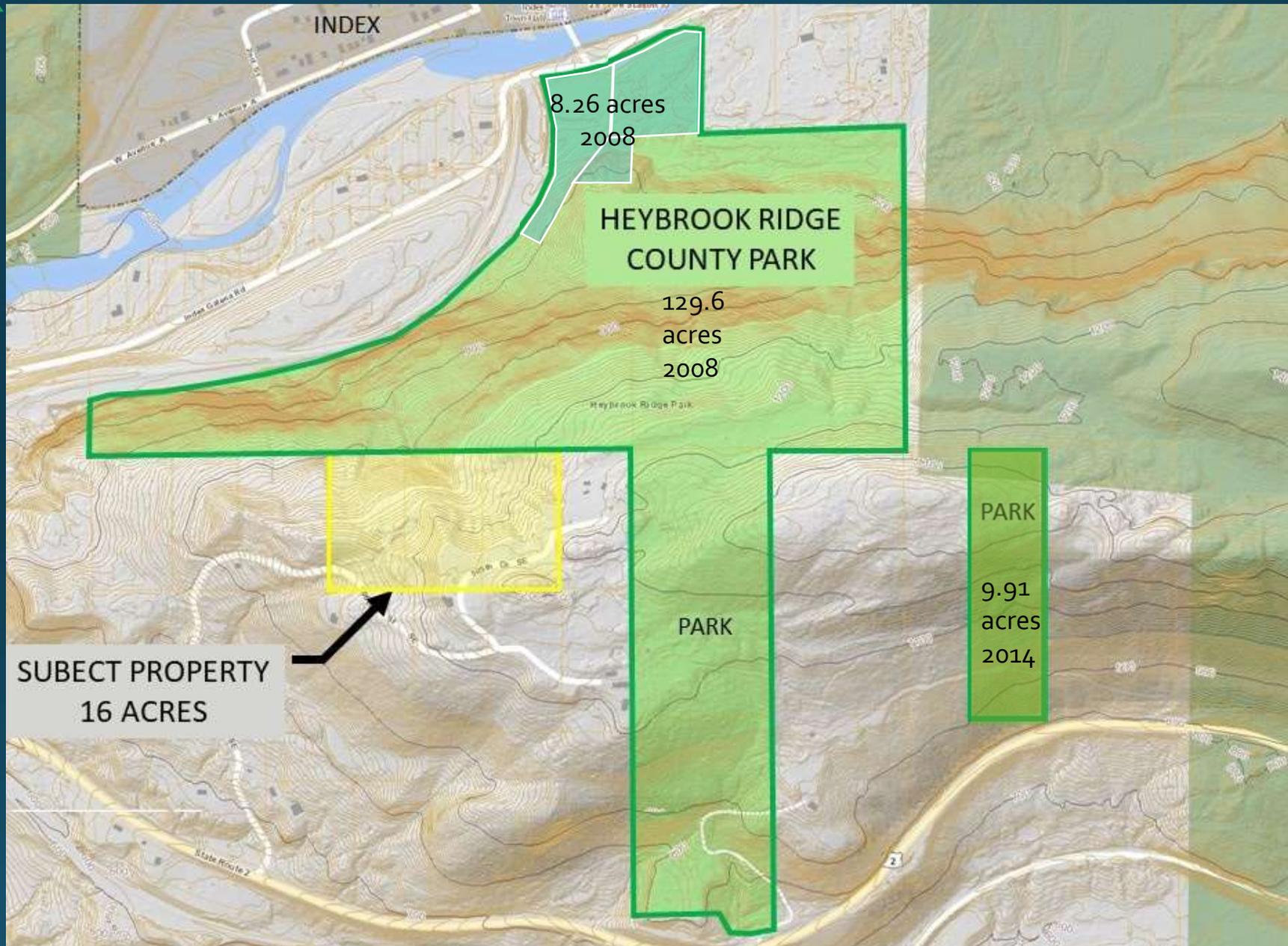
Wild Sky Community Trail Concept

Connectivity of Public Lands is supported by the Friends of Heybrook Ridge



The existing trails are shown in yellow
The proposed Wild Sky Community Trail is shown in red. The purple trail is a proposed secondary trail up to the top of Wallace Falls with several view points





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

Heybrook Ridge - Addition

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





Heybrook Ridge - Addition

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



Expands Park recreational area, which is now heavily used by people from all over region.

- *Expanded hiking trails*
- *Relieve pressure on other area hiking trails*
- *opens up views that are currently inaccessible*
- *As park improves it benefits the Town of Index*



Heybrook Ridge - Addition

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

Complies with several County policies and criteria related to open space:

- *(a) natural or scenic resource areas;*
- *(b) water supply protection areas (public watersheds) and natural drainage easements;*
- *(c) urban and rural landscaped areas, such as public or private golf courses, public or private school yards, cemeteries, active parks and arboretums;*
- *(d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;*
- *(j) lands that link existing open space and recreation areas;*





Heybrook Ridge - Addition

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

- *Benefits the Town of Index and surrounding area, economically and adding recreation*
- *State Parks property, Forks of the Sky State Park and Wallace Falls*
- *Dept. of Natural Resources*
- *US Forest Service*





Heybrook Ridge - Addition

9. How will the project provide for public use and enjoyment?
- *Opportunity for expanded hiking trails*
 - *Protect view from and into the park*
 - *opens up views that are currently inaccessible*



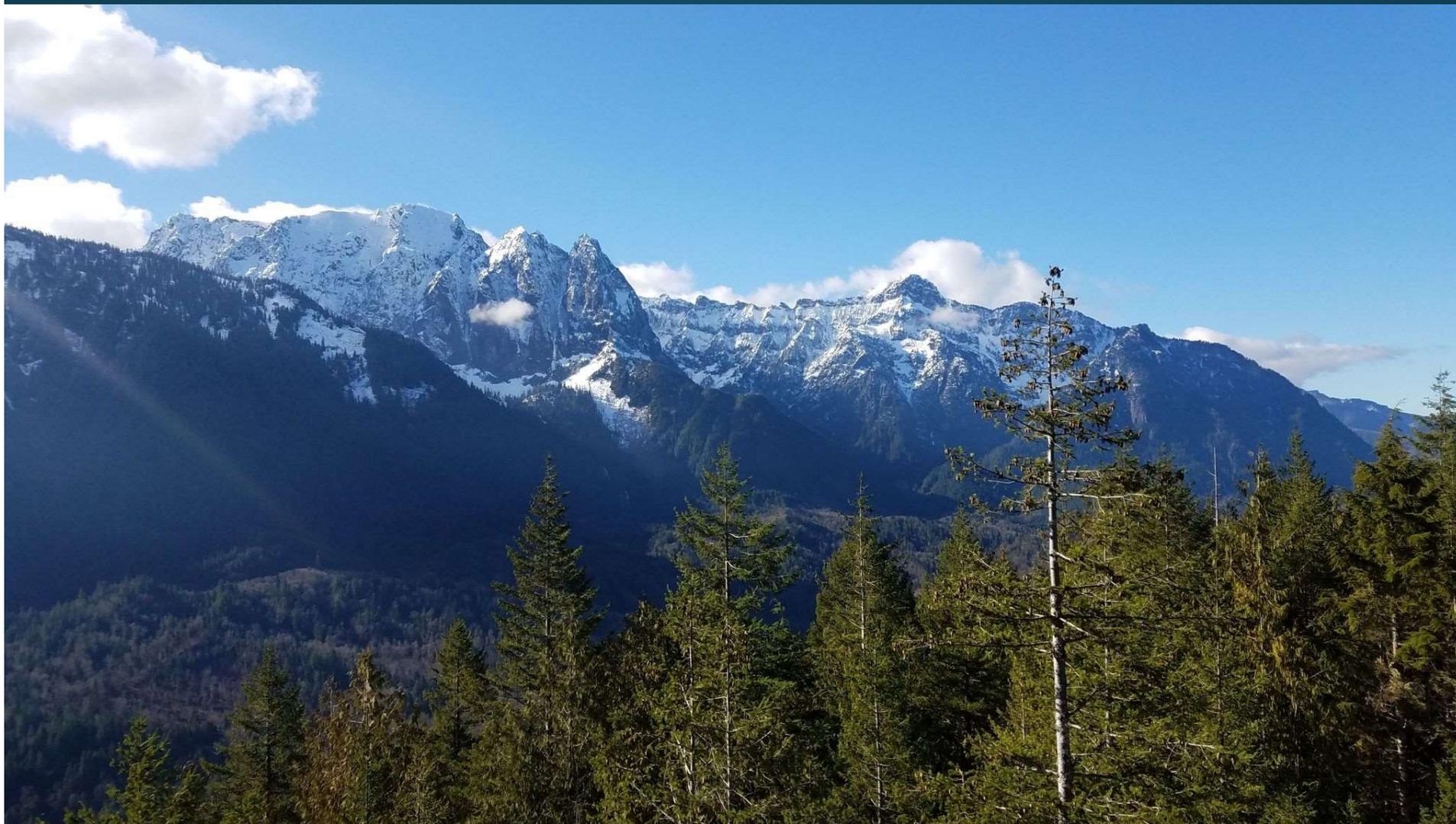
10. Does this project represent a unique or special opportunity?

- Parcels dominate the top of the ridge
- Preserving them is important to the park and Town





Heybrook Ridge - Addition



Thank you!



**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS
HEYBROOK RIDGE COUNTY PARK - SOUTH ADDITION



PROGRAM YEAR 2020

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: HEYBROOK RIDGE PARK – SOUTH ADDITION

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20- 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		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Chase Properties, Addition to Heybrook Ridge County Park

2. AMOUNT REQUESTED (from Cost Worksheet) \$209,500.00

3. PROJECT SPONSOR: Snohomish County Parks, Recreation and Tourism

Address: 6705 Puget Park Drive, Snohomish WA 98296

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

4. CONTACT PERSON:

Name: Kevin Teague Title: Senior Park Planner

Address: 6705 Puget Park Drive, Snohomish WA 98296

Phone: (425)388-6609 Cell Phone: (425)407-2401

Email Address: kevin.teague@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 204xx 505TH DR SE , GOLD BAR, WA 98251

Section: 20 Township: 27 Range: 10

Assessor Tax Account Number(s): 27102000301600, 27102000300100, 27102000301700

Property Legal Description (full legal if available): See title report

2. EXISTING CONDITIONS:

Number of Parcels: 3 Total Acres: Approximately 16

Addition to Existing Site: YES NO If yes, which site: Heybrook Ridge County Park

Current Zoning: Forestry

List Existing Structures/Facilities: None included in sale

Current Use: Forest and utility corridor

Waterfront? (name of body of water): None

Shoreline? (lineal ft.): NA

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

3. CURRENT OWNERSHIP:

Current Owner(s): Chase Morgan Properties

Is the property owner a willing seller? YES* NO

Summary of Property Encumbrances Identified in Preliminary Title Report**: See attached

Vegetation:

The forest is made up of primarily native evergreen trees, Douglas Fir, Western Hemlock and Western Red Cedar. Additionally, there are a few native deciduous trees primarily on the south forest edge along the power line easement. Those are mostly Big Leaf Maples with a few Red Alder interspersed.

Threatened & Endangered Species:

There are no known threatened or endangered species on this property.

Topography:

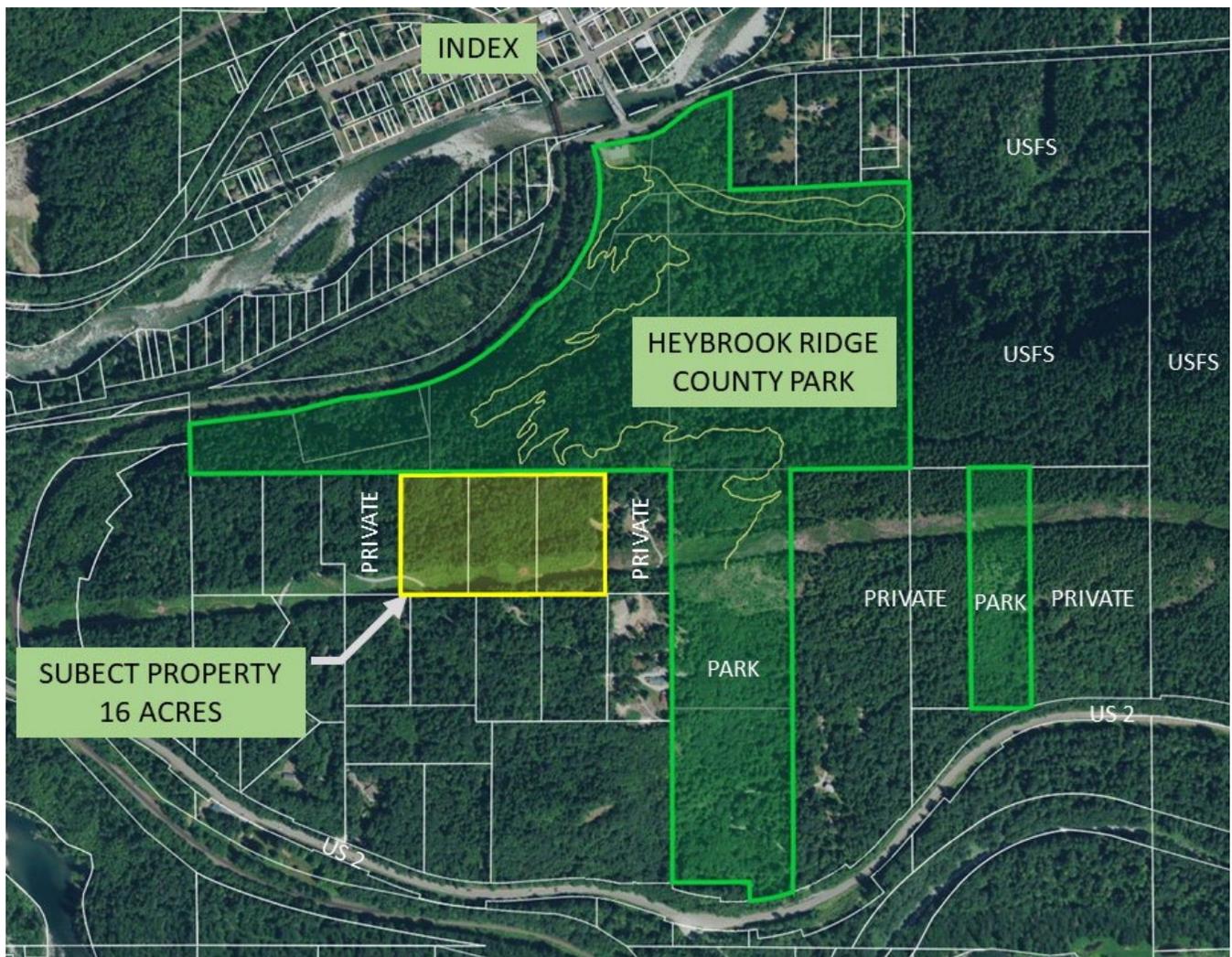
This property is the top of Heybrook ridge with a small flat area at the top where the power line easement is and then it drops sharply as you move to the north of the power lines.

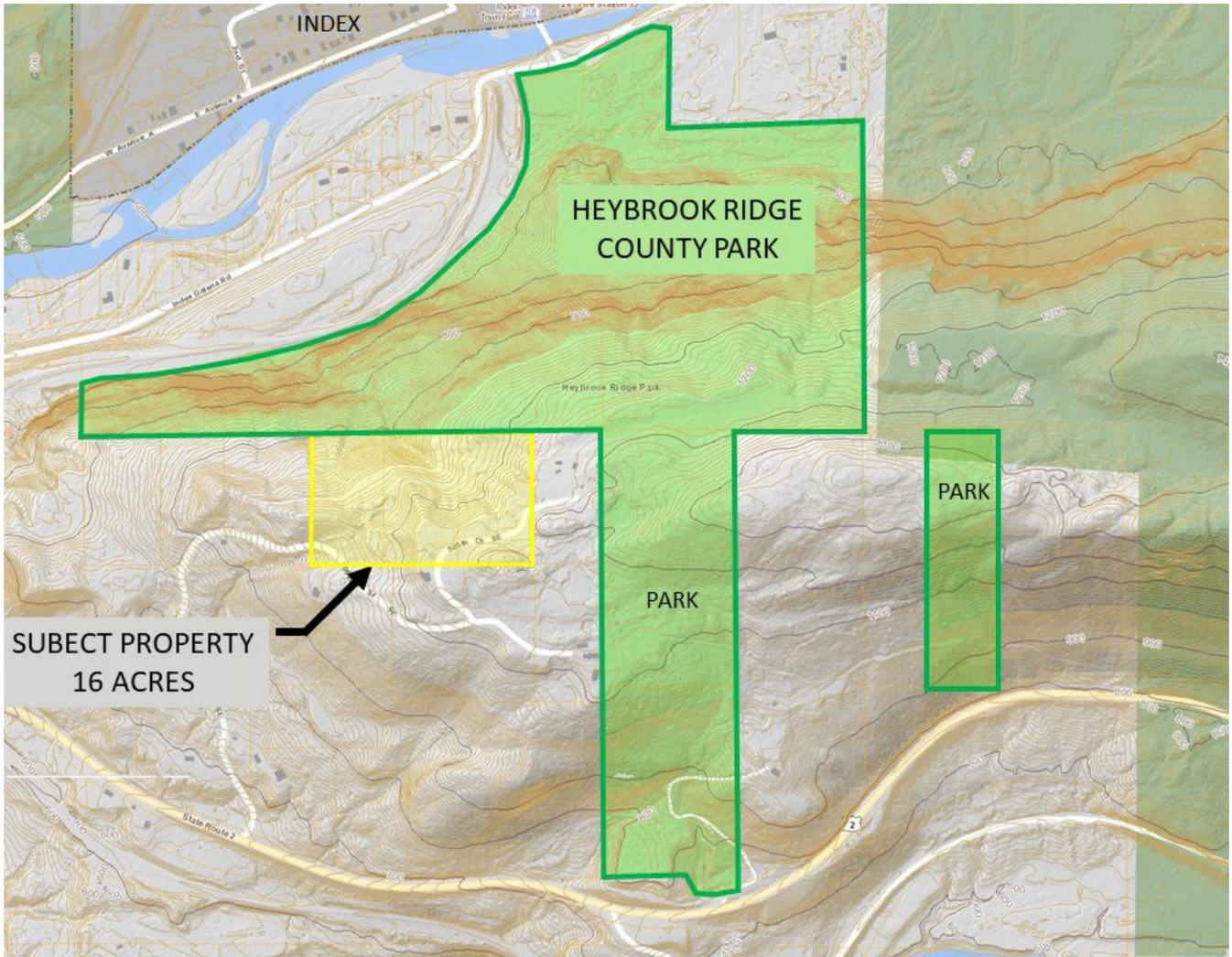
Surrounding Land Uses:

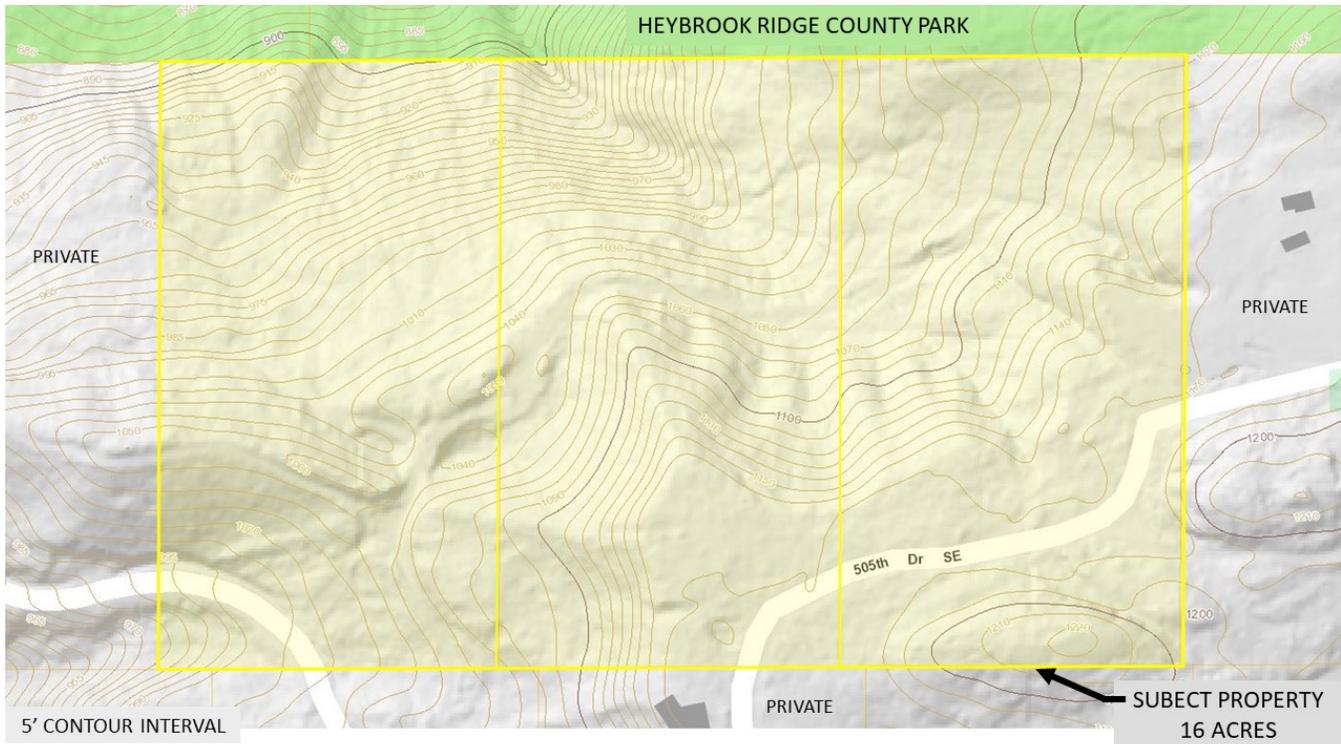
This property is bordered on the north property lines by Heybrook Ridge County Park. The property to the east and south are privately owned with a single family residences and the property to the west is privately owned and undeveloped.

Relationship to Other Parks & Trails:

The great appeal to purchasing this property is that it adjoins Heybrook Ridge County Park.







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 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. Earliest park acquisitions managed by the County 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. All Parks managed properties are regularly monitored and maintained at a level appropriate for the individual site.

Specific plans for the proposed acquisition have not yet been developed and will be based upon a public process to identify property priorities, while adhering to the intent of the Conservation Futures program and site restrictions.

Snohomish County Parks strives to generate revenue to help support the Parks system and public/private partnerships are sometimes used 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 acquisition funding.

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):

The estimate of value for this property has been provided by a qualified real estate professional, Dawna Finley of Snohomish Realty, Inc. of Gold Bar.

*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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$195,000.00	
Improvements		
PROPERTY COSTS SUBTOTAL:	\$195,000	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes		
Appraisal review	\$2,000.00	
Appraisal(s)	\$5,000.00	
Baseline inventory		
Boundary survey		
Closing (escrow/recording fees)	\$3,000.00	
Cultural resources study		
Demolition		
Fencing		
Hazardous subsidence report	\$3,500.00	
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance	\$1,000.00	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$14,500.00	
TOTAL PROJECT COST (Property and Incidental):	\$209,500.00	
MATCH (cash and/or donation) – deduct from total project cost*	[\$]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$209,500.00	
% 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?

*The acquisition of the three 5.3 acre parcels, for a total of approximately 16 acres, will increase Heybrook Ridge County Park by nearly 10 percent, thus adding to park land which holds unique historic remnants of early 1900s logging activity in a mixed second-growth forest. It will preserve wildlife habitat for the Golden Eagle (*Aquila chrysaetos*) and Northern Spotted Owl (*strix occidentalis*) as well as elk (*cervus elaphus*) and a wide variety of birds and mammals. An inventory taken in 2008 listed over 140 species of flora and fauna found on the original Heybrook Ridge property to which the three parcels are contiguous. Allowing the parcels to be purchased by private development will mean potential degradation of valuable habitat.*

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

As urban areas grow throughout the region there is increasing demand for view property in rural areas of the county. The Town of Index is already experiencing a period of growth through its development as a climbing, hiking, kayaking and rafting mecca. The Stimson Bullitt Climbing Reserve at the base of the Town Wall opened in 2010, bringing an influx of visitors and potential new residents to the area. Several rafting companies operate along the North Fork Skykomish River and one of these, Outdoor Adventures Inc., is set to re-open the recently renovated 1898 Bush House Hotel in town, which is on the National Register of Historic Places. Planning is underway through the Wild Sky Community Trails Association for a new trail from Wallace Falls near Gold Bar to come through Index, connecting with Heybrook Ridge trails. Index will thus become much better known by the general public who will, impressed by its scenic nature, want to buy and build. Keeping the three parcels as park land will prevent private development on this prime view acreage.

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

The Wild Sky Community Trails Association is planning a new trail from Wallace Falls near Gold Bar to connect, via Index's existing Crescent Trail on abandoned railroad right of way,

with the main trail on Heybrook Ridge. Friends of Heybrook Ridge, the non-profit that first raised funds to save the Heybrook land from clear-cut logging in 2007 has long had trail linkage into the Wild Sky Wilderness as part of its vision. It intends to work with the U.S. Forest Service to provide a trail from Heybrook Park through Forest Service land to the historic Heybrook Fire Lookout (1932, rebuilt 1964). From there the trail would extend into the Wild Sky Wilderness area. With the newly formed Wild Sky Community Trails Association that shares the same goal, the potential for government and community support for this linkage is strong. The addition of the three parcels to Heybrook Ridge County Park will make hiking this linked trail much more desirable, offering new scenic vistas and the potential to experience more views of wildlife in undisturbed timber habitat.

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

This property is a valuable addition to the Heybrook Ridge County Park. Much of the existing park was purchased with Conservation Futures funds so this acquisition comprises a continuation of Conservation Futures investment in Heybrook Ridge County Park.

The three parcels, when added to Heybrook Ridge County Park, will expand the park's trail and view potential, thus attracting more visitors and support for the ongoing efforts to connect the park's trails with those being planned from Wallace Falls and eventually through Forest Service land to Heybrook Lookout and beyond into the Wild Sky Wilderness.

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 that has been developed for Snohomish County. Specific points included in these two documents, which the proposed acquisition addresses are:

- *The county shall work with cities to create an integrated system of passive and active parks, open spaces, and trails in areas which are accessible to all residents of the county and cities, and provide for a variety of recreational activities and contribute to neighborhood or community identity (Snohomish County General Policy Plan, Policy LU 10.B.4)*
- *The county shall work cooperatively with public and private groups to identify, protect, and enhance open space areas and corridors of regional significance, such*

- as the Stevens Pass Greenway (Snohomish County General Policy Plan, Policy LU 10.B.5)*
- *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)*
 - *Identify and protect open space, natural and scenic resources and shoreline areas. (Snohomish County General Policy Plan, Goal LU 10)*
 - *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)*

Level of Service Identified Improvements:

- *Make additional improvements to existing parks to serve needs associated with growth, when appropriate (Snohomish County Park and Recreation Element, Recommended Park Improvements – Additional park improvements)*
- *Provide park-based trail access. (Snohomish County Park and Recreation Element, Recommended Park Improvements – Trails)*

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, as described in RCW 84.34.200. This acquisition meets the intent of the Conservation Futures Program by protecting “...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values.” (Portion of RCW 84.34.200).

The proposed acquisition will be managed as a part of the Snohomish County Parks’ open space program as outlined in the Snohomish County Park and Recreation Element and Snohomish County General Policy Plan. These two documents are developed and adopted as part of the County’s larger Growth Management Act Comprehensive Plan and included extensive public input and review as part of the adoption process. The proposed project will provide needed recreation and open space to County residents and further the goals, policies, objectives and priorities of these documents.

In addition to these conservation and preservation programs, the proposed project supports related efforts by the following groups:

- *Friends of Heybrook Ridge – Promote open space preservation, the development of passive outdoor recreation and education opportunities.*
- *Stevens Pass Greenway Corridor Management Plan – The Corridor Management Plan seeks to develop, promote and showcase the history, scenic beauty, and recreational opportunities of the communities and other locations along the Everett to Wenatchee*

corridor of SR 2. This effort is still evolving and has been underway since 1993 and currently seeks to promote eco-tourism and recreational opportunities all along the corridor as well as to promote tourism.

- *The Wild Sky Community Trails Association (WSCT): Mission Statement: Wild Sky Community Trails Association will work with land managers and community partners to promote and preserve non-motorized trails and recreation access in the Skykomish River Valley. We will do this with an environmentally sustainable focus while advocating for building and maintaining forested trails; maintaining a healthy, mature, natural ecosystem; preserving cultural and historical sites; promoting environmental education opportunities; expanding trail systems to facilitate connections between public lands and communities; improving trail access through more parking and public transit; and reaching out to a broader range of users.*

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

The proposed acquisition offers regional, community and multi-jurisdictional benefits by expanding Heybrook Ridge County Park, which is now heavily used. The park currently consists of 148 acres and the proposed acquisition will provide the potential for expanding hiking trails and opening up views that are currently inaccessible.

Heybrook Ridge County Park is currently classified as a Regional park based on the size of the property, significant recreational opportunities and location in the Stevens Pass Greenway. The park draws visitors from all over the county and the Puget Sound region. As a Regional park, its significant use is 'destination recreation' based, meaning that a significant proportion of users will travel specifically to use the facility.

The park's current and expanded trail system, scenic and educational opportunities, connection to other recreation facilities and other park features will continue to attract new visitors who discover it through county parks promotion, numerous on-line hiking and climbing forums and environmental education programs offered by high schools and the University of Washington. Such classes have come for several years on field trips to study the flora and fauna of the park but with the growing popularity of the main trail it is often difficult to find areas off its beaten track in order to carry out the studies. Expanding the park with the three proposed parcels would enable more thorough environmental explorations to be done.

In addition to the direct recreation services provided by the facility, the park supports county businesses through generation of tourism. This site falls within the Stevens Pass Greenway which is promoted for destination recreation.

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:

- *The county shall work with cities to create an integrated system of passive and active parks, open spaces, and trails in areas which are accessible to all residents of the county and cities, and provide for a variety of recreational activities and contribute to neighborhood or community identity (Snohomish County General Policy Plan, Policy LU 10.B.4)*
- *The county shall work cooperatively with public and private groups to identify, protect, and enhance open space areas and corridors of regional significance, such as the Stevens Pass Greenway (Snohomish County General Policy Plan, Policy LU 10.B.5)*
- *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)*
- *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;

(b) water supply protection areas (public watersheds) and natural drainage easements;

(c) urban and rural landscaped areas, such as public or private golf courses, public or private school yards, cemeteries, active parks and arboretums;

(d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;

(j) lands that link existing open space and recreation areas;

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

This acquisition provides multi-jurisdictional benefit. Locally, Heybrook Ridge County Park most directly benefits the Town of Index. With the main park entry located directly across the river from the town, residents and visitors have walking access to Heybrook trails, as well as a connection between the park, the Index Crescent Trail, the Stimson Bullitt Climbing Reserve at the Town Wall (now State Parks property), Forks of the Sky State Park to the west and Forest Service land to the east. Most park visitors come from out of town and provide town businesses with valuable patronage, from the general store to cabin rentals and river rafting businesses. Thus the town benefits economically from increased recreational tourism activities driven by park usage.

Other Jurisdictions Benefitting

In addition to Snohomish County and the Town of Index there are other jurisdictions that will benefit from an expansion of Heybrook Ridge County Park and the accompanying increase in awareness of the need for open space. Other municipalities include the nearby Towns and Cities of Skykomish, Gold Bar, Startup, Sultan, and Monroe because of increased tourism. At the Washington State level, both Washington State Parks (Forks of the Sky State Park and the Bullitt Climbing Reserve) and the Department of Natural Resources (Reiter Foothills) will benefit by increased use and public support of their park and recreational land use. The United States Forest Service will benefit at the federal government level through public support for an alternate connecting trail to the historic Heybrook Lookout, thus lessening pressure on their existing trail to that site directly from Highway 2. The Forest Service will also benefit from an increased public support for a trail into the Wild Sky Wilderness.

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

The Acquisition of the three parcels will add nearly 16 acres to Heybrook Ridge Park stretching primarily from the top of the ridge to the south and west. The parcels also include a number of ideal picnic sites and resting points atop knolls along the southern boundaries of the parcels. In addition there is a fine view of Mt. Persis (5,452 ft.) from the top of the ridge. Once a loop trail is established toward the west from the current main trail there will be an opportunity for the public to be more fully dispersed along the ridge, with less crowding leading to a higher quality experience. Potential views from the north side include the Town Wall and mountains to the north. This new trail will take pressure off the single main trail destination point now often crowded with visitors, which degrades their hiking experience.

If the parcels can be added to the park, in addition to the increase in quality of experience for park patrons, visitors and town residents who enjoy the iconic view of Mt. Index, Mt. Persis and fully forested Heybrook Ridge will be able to see that sight in perpetuity from the streets of town all along the banks of the North Fork Skykomish River. It is primarily that view that brings tourists back to Index year after year and keeps residents in place in spite of often long commutes to places of employment. Visitors to the town's museum often comment that the view compares to the Swiss Alps in beauty. However, sale of the parcels for private development could mean that the view of the forest would transform into a scene of logged off land with large structures on it.

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

The three parcels dominate the upper part of Heybrook Ridge in its northwest section. Once that land is sold to private development it will undoubtedly be logged for a homesite with a spectacular view. If it is sold to a private party the chances of the area going back into public ownership are slim, and even if that were to happen the forest would take another hundred years to recover, just as it did from the initial logging at the turn of the 19th century. This opportunity to add acreage to the park is unique and extremely time sensitive. There are no comparable parcels available on the northwest side of Heybrook Ridge.

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

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

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.

Attachment 7 – CF20-01 Brekhus Riverfront



Snohomish County Parks, Recreation & Tourism

Conservation Futures
Program Advisory Board
June, 2020

Brehkus Riverfront





Brekhus Riverfront

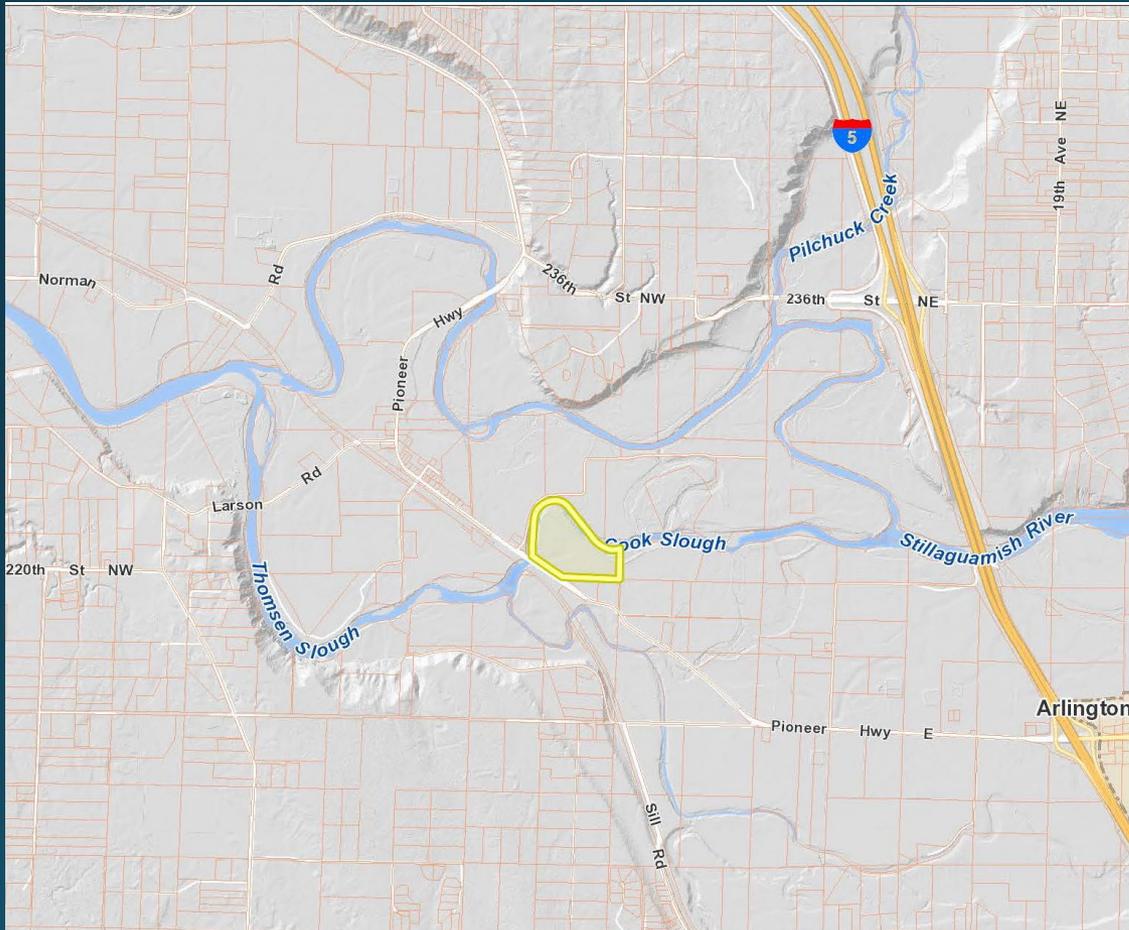
26.42 riverfront acres
2500 lineal feet of riverfront
150 years of family dairy farm legacy land
Selling at a deeply discounted price





Brekhus Riverfront

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



Project checks each of these boxes:

- Preserves Open Space
- Preserves historical & current agricultural land - productive farmland for 150 years
- Maintains long-term riparian & salmon restoration efforts



Brekhus Riverfront

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



- Flood Hazard designation - development potential is limited
- Provides public access to the privately owned riverbed (unique & rare opportunity)



Brekhus Riverfront

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



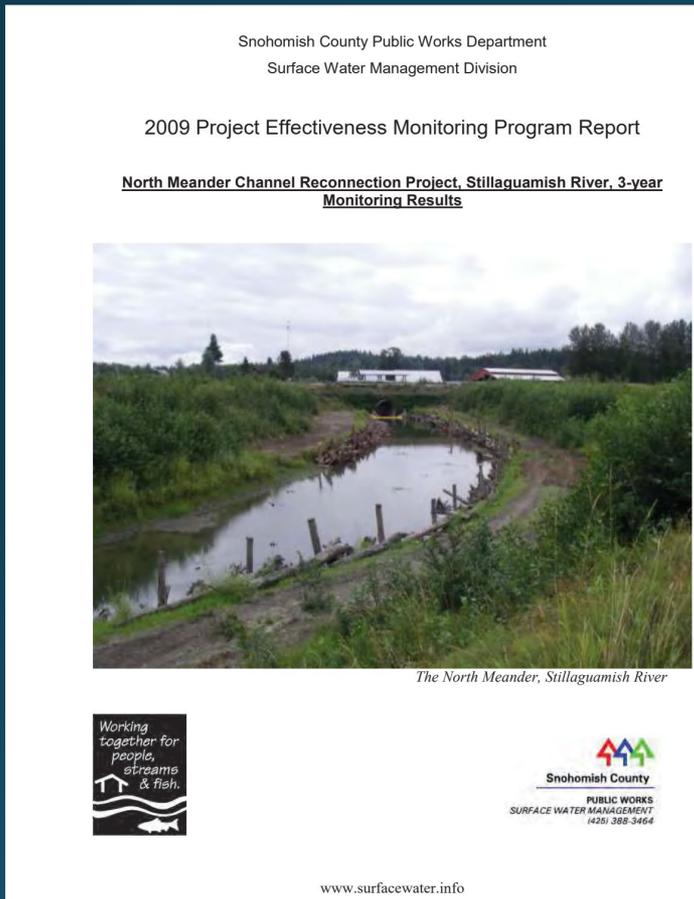
- Privately owned bedlands to the center of the river – unique situation
- Linkage to public access of ½ mile of river





Brekhus Riverfront

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



Cook Slough - historic meander of the Stillaguamish River

Cut-off by the U.S. Army Corps of Engineers between 1936 and 1937

North Meander - A restoration of that Stillaguamish River meander by SnoCo Public Works - SWM

Re-establishment of its floodplain forest for off-channel rearing and refuge habitat of juvenile salmonid

This property closely aligned with the intent of that habitat preservation / rehabilitation



Brekhus Riverfront

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

- Collaborated with the Stillaguamish Tribe planting riparian corridor
- Mr. Brekhus supplemented that project by planting the shoreline corridor with appropriate native plants himself
- Desires a larger salmon restoration project



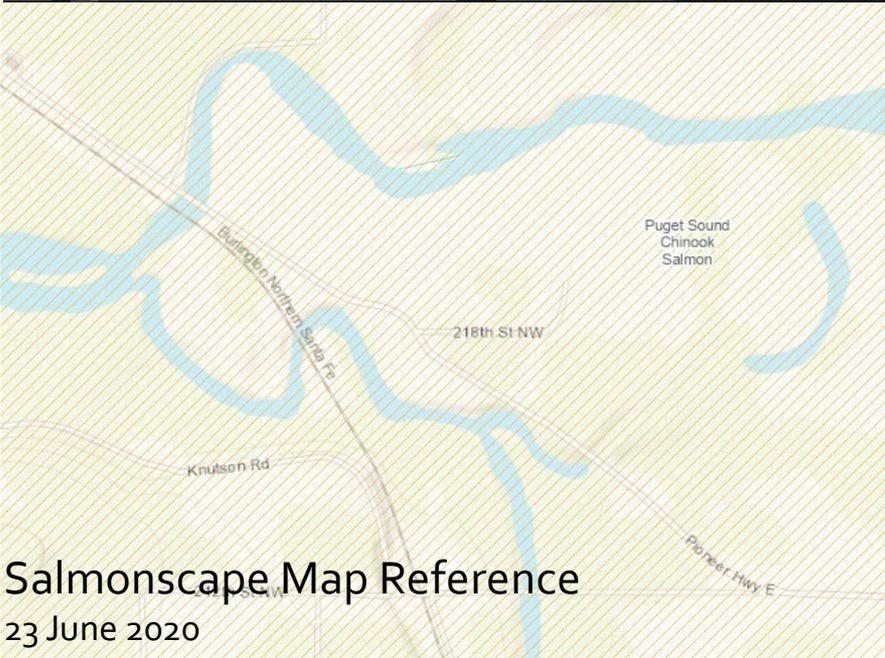
Salmon Recovery efforts ongoing





Brekhus Riverfront

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



Regional benefits

- Well established habitat restoration
- All fish born and raised in both forks of the Stillaguamish pass through Cook Slough and the old Stillaguamish Channel
- Fish need these areas
 - Escape predators
 - Grow to a resilient size



Community benefits

- Public access to 2,500' of river shoreline for fishing & passive recreation
- No significant loss of productive ag land



Brekhus Riverfront

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

Several County policies and criteria

General Policy Plan (GPP)

- **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 (or maintain?) neighborhood identity.
- **GPP Goal LU 10** - Identify and protect open space, natural and scenic resources and shoreline areas.
 - **Objective LU 10.A** - Identify & preserve an integrated open space network
 - **Fits Policy LU 10.A.1 objectives**
 1. Natural & scenic resource area
 2. Water supply protection and Natural drainage easements
 3. Public low intensity park & recreation

Conservation Futures

Program Policies

- **Appropriate public access & passive use of open space and natural areas**
- **Critical areas shall be preserved**
- **Protect open space, Ag land, natural and scenic resources and shoreline areas.**



Brekhus Riverfront

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

- Regional benefit
- Most Migratory fish born and raised in both Forks of the Stillaguamish & their tributaries pass through Cook Slough and the old Stillaguamish Channel
- The project will continue the habitat restoration efforts





Brekhus Riverfront

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



- Privately owned bedlands (to the center of the river)
- Public ownership offers permanent public access to ½ mile of river that would otherwise be lost
- Steeply discounted price
- Passive recreation + habitat + ag in place



Brekhus Riverfront

Thank you!





**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS
BREKHUS RIVERFRONT



PROGRAM YEAR 2020

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: BREKHUS RIVERFRONT

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS RECREATION &
TOURISM

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20-01

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		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. **PROJECT TITLE:** Brekhus Riverfront

2. **AMOUNT REQUESTED (from Cost Worksheet)** \$55,349.36

3. **PROJECT SPONSOR:** Snohomish County Parks, Recreation & 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: Thomas Hartzell Title: Senior Planner

Address: 6705 Puget Park Drive, Snohomish, WA 98296

Phone: 425-388-6695 Cell Phone: 425-407-2501

Email Address: Thomas.Hartzell@co.snohomish.wa.us

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 40XX Pioneer Highway, Arlington, WA 98223

Section: 10 Township: 31N Range: 04E

Assessor Tax Account Number(s): 31040100300200

Property Legal Description (full legal if available): SEC 01 TWP 31 RGE 04 RT-11A-15-16) BEG AT S1/4 SEC COR TH N ON 1/4 LN TO CTR LN OF KOCHS SLOUGH TH DOWN THE CTR LN OF SD SLOUGH NWLY WLY & SWLY TO NLY R/W LN OF PAVED RD TH SELY ALG RD R/W TO W LN OF SE1/4 SW1/4 TH S TO SEC LN TH E ON SEC LN TO POB LESS PAVED RD LESS RD R/W TO SNO CO PER SWD REC AFN 9707020277 (OSA 74 - 26.42 ACRES)

2. EXISTING CONDITIONS:

Number of Parcels: 1 Total Acres: Approximately 26.42

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

Current Zoning: Ag 10 Density Fringe

List Existing Structures/Facilities: None

Current Use: Hay production, Passive recreational fishing, riparian habitat

Waterfront? (name of body of water): Cook Slough—Stillaguamish River

Shoreline? (lineal ft.): Approximately 2,500 lineal feet

Owner of Tidelands/Shoreline (State or private): Privately held to the center of the river.

3. CURRENT OWNERSHIP:

Current Owner(s): Gerald Brekhus

Is the property owner a willing seller? YES* NO

Summary of Property Encumbrances Identified in Preliminary Title Report**: **1939, 1949 Bank Protection Easements held by Snohomish County for flood control, utility easements. See attached Preliminary Title Report**

*Attached "willing seller" letter

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:

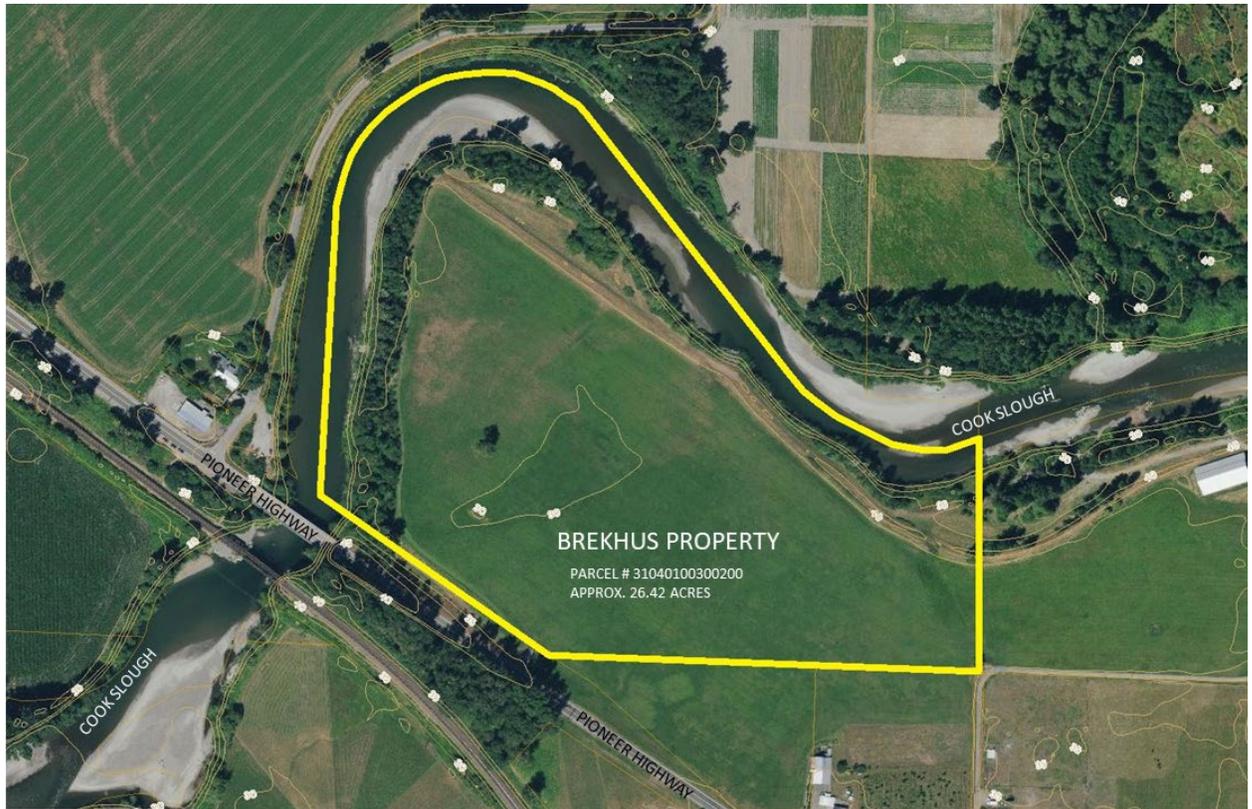
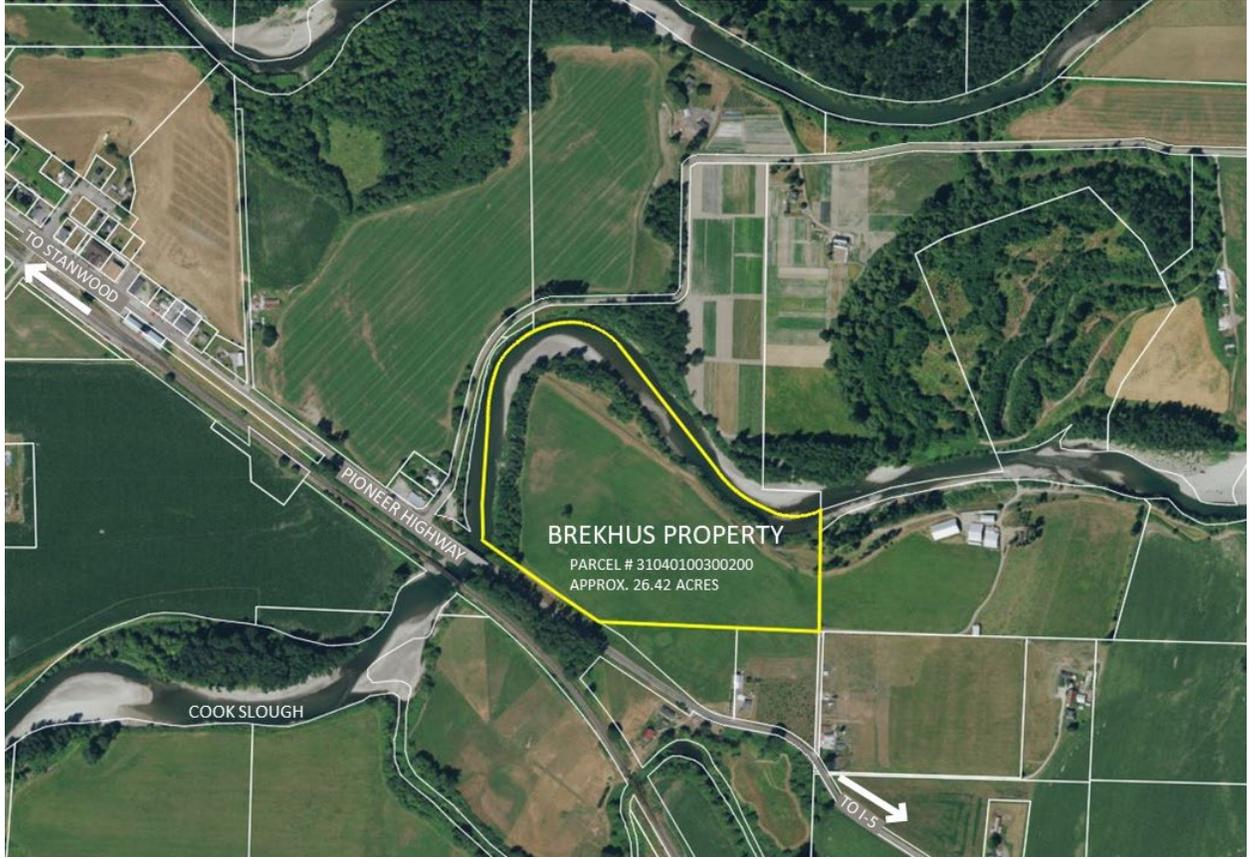
5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project and how the site will be used. 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.

The proposed acquisition/donation is comprised of approximately 26.42 acres of riverfront agricultural land. This spectacular property has been in the Brekhus family for 150 years. Gerald Brekhus raised dairy cattle on the property until his retirement in 1990 and over the years has collaborated with the Stillaguamish Tribe to allow planting of the riparian corridor with evergreens and indigenous species such as spruce, noble fir and snowberry. Mr. Brekhus has since supplemented that project by spending his retirement years planting the shoreline corridor with a variety of additional native trees and shrubs, including willow, cottonwood, spruce, noble fir, hazelnut and indian plum.

Mr. Brekhus has lived his conservation values as a farmer, steelhead fisherman and advocate for conservation. He is offering this legacy property to the public to enjoy passively in its current state with the hope of a larger salmon restoration project on the property in the future. To help achieve this vision, Mr. Brekhus is has agreed to sell the property at the open space assessed tax rate, which is far below what market value is expected to be.





Brekhus Riverfront Application

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 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 expertise in managing invasive species and enhancing natural area functions. 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. The property is currently farmed by the neighbor and the seller is requiring that this use continue as long as practical. This will likely take the form of a lease between the seller and current lessee that will continue for a specified period of time. The seller/donor is also gifting 1 acre adjacent to Pioneer Highway to allow a vegetable farm stand to continue.

Specific plans for the property have not yet been developed however and will be based upon feasibility of salmon restoration, public access, and continued agricultural use, 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):
Landowner is willing to sell for assessed value which is currently deeply reduced due to Open Space Discount. Market value of the site is estimated to be approximately \$200,000 higher than the agreed selling price.

*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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$40,000.00	Deeply Discounted seller's price
Improvements		
PROPERTY COSTS SUBTOTAL:	\$40,000.00	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes	\$750.00	
Appraisal review		
Appraisal(s)		
Baseline inventory		
Boundary survey	\$8,849.36	
Closing (escrow/recording fees)	\$1,550.00	
Cultural resources study	\$700.00	
Demolition		
Fencing		
Hazardous subsidence report	\$3,000.00	
Noxious weed control		
Other (Specify)		

Signage		
Title reports/insurance	\$500.00	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$15,349.36	
TOTAL PROJECT COST (Property and Incidental):	\$55,349.36	
MATCH (cash and/or donation) – deduct from total project cost*	[0]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$55,349.36	
% 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? **It is rare for a single project to meet each of these criteria. This one checks all of the boxes. This property preserves open space for public access and salmon restoration while also preserving trees that have been planted on the property and agricultural land in the short term (minimum 5 years). The seller has requested that the current agricultural lease continue while restoration is being pursued and the potential to continue agricultural production on a portion of the property, with future restoration, will be explored.**

The proposed acquisition includes approximately 2,500 lineal feet of shoreline, which includes river bedlands. It is unusual for bedlands to be privately held and if the property was acquired by private interests, this area of riverfront would be unavailable for public fishing and other river enjoyment. Future restoration will be designed to incorporate continued public access and the shoreline and upland areas will be enhanced to support salmon recovery.

2. How does the project conserve opportunities which are otherwise threatened by development? **The prospect of development on this site is limited because the property is in the floodplain. However, public access to the river will only be achieved through public acquisition. Fishermen have had access to this stretch of river by permission from the current landowner. Because the seller owns the bedlands of the river, fishermen will not have not have access to this stretch of waterfront if the property transfer into private ownership. It is quite unusual for bedlands be privately held. Acquiring this property, including almost half a mile of river access, will provide public access that would otherwise be lost, and preserve the potential for restoration of this property.**

3. How does the project establish trail corridors and/or natural area linkage? **The proposed acquisition is located just downstream from the North Meander project, which was completed in 2017. This project provided approximately 20 acres of off-channel habitat and reconnected part of a historic meander of the Stillaguamish River**

at Cook Slough, which was cut off by the U.S. Army Corps of Engineers in 1936. By completing restoration at the Brekhus site, these two projects together will contribute significantly to watershed restoration.



Figure 1. Proposed acquisition with 2017 restoration project located upstream

In addition to the natural area linkage provided by the proposed acquisition, the proposed acquisition is also located directly across the waterway from property held by the Washington State Department of Fish and Wildlife, which is managed for fishing access. The Brekhus acquisition will provide public ownership along both banks of the waterway through this area.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective? **The proposed acquisition will build upon the North Meander project and support salmon recovery efforts in WRIA 7. The intent of the North Meander Project was to:**

1. Provide appropriate depths, velocities, and cover for juvenile Chinook salmon habitat during the main migration period from April to June and habitat function throughout the year.
2. Provide habitat function for rearing and over wintering juvenile Coho salmon.

3. Provide year-round access to the North Meander for juvenile salmon.
4. Manage sediment ingestion by the reconnected meander and prevent degradation of the quality of habitat from sedimentation within the restored meander.
5. Prevent degradation of water quality (temperature) in Cook Slough as a result of diversion of flow to the North Meander and avoid other potential impacts that might result in Cook Slough from flow diversion.
6. Develop a design that will be self-sustaining and require little or no maintenance and operation. Incorporate any necessary features to simplify maintenance and operation.

There is opportunity to expand upon the benefits of the North Meander project in the future by creating additional off channel habitat. Alternatively, Mr. Brekhus has suggested additional tree planting on the farmland to create complex habitat that would benefit water quality and create additional complex habitat.

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:

- **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)
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) 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? **This project supports region-wide salmon recovery efforts. For a minimum of 5 years, the property will remain in agricultural production and the seller has requested that the property remain open to passive recreational use, consistent with the historical use of the property. Following the 5 year agricultural use, Snohomish County Surface Water Management has expressed interest in exploring off-channel rearing habitat options that would add to the habitat enhancement efforts just across the river.**

In addition to supporting salmon recovery efforts, the proposed acquisition will ensure that this property is held in perpetuity as open space and for public benefit, as described in RCW 84.34.200. This acquisition meets the intent of the Conservation Futures Program by protecting “...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values.” (Portion of RCW 84.34.20).

The proposed acquisition will be managed as a part of the Snohomish County Parks’ open space program as outlined in the Snohomish County Park and Recreation Element and Snohomish County General Policy Plan. These two documents are developed and adopted as part of the County’s larger Growth Management Act Comprehensive Plan and included extensive public input and review as part of the adoption process. The proposed project will provide passive recreation and open space to County residents and further the goals, policies, objectives and priorities of these documents.

6. Will the project provide regional or community-wide significance? **The proposed acquisition will provide regional benefit. The mainstream Stillaguamish has very limited floodplain habitat for fish. All fish born and raised in the North Fork and South Fork Stillaguamish pass through Cook Slough and the old Stillaguamish Channel adjacent to it. Fish need these areas to escape predators and grow to a size that they will be better able to survive in the ocean and return to the river to reproduce.**

7. How does the project comply with one or more open space program policies and criteria? **This project aligns with the criteria outlined within the Conservation Futures Program. This property is zoned for Agricultural use and will be preserved as open space to enhance natural and scenic resources, and protect streams and soils. The passive recreational use is an additional public benefit consistent with the Conservation Futures Program. This project offers to provide a win-win for conservation at a price that is almost a completely donated property.**

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)

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;**
- (b) water supply protection areas (public watersheds) and natural drainage easements;**
- (d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;**
- (g) major multi-functional river corridors (Snoqualmie, Snohomish, Skykomish and Stillaguamish valleys) and other water bodies including Puget Sound, major lakes, and major tributaries;**
- (i) land designated open space under the Open Space General Criteria established according to SCC 4.28.040 for tax assessment purposes;**
- (j) lands that link existing open space and recreation areas;**

8. How does the project provide multi-jurisdictional benefit? Listed Puget Sound Chinook habitat is identified at this location on WDFW's Salmonscape database. Salmon and steelhead throughout Puget Sound will benefit from permanent protection of this stretch of river.

9. How will the project provide for public use and enjoyment? Passive recreation will be provided including steelhead and bank fishing and general enjoyment of waterfront access along a stretch of river that has been and would continue to be privately owned and likely closed to all public fishing.

10. Does this project represent a unique or special opportunity? Gaining permanent public access to a stretch of river that is privately held is a rare opportunity. This vital stretch of river has a high value for a salmon enhancement project within the lower Stillaguamish River Valley. It is rare to find a multiple benefit project such as this anywhere in the County.

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 **Significant seller donation contribution valued at over \$200,000.00**

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

NO ____

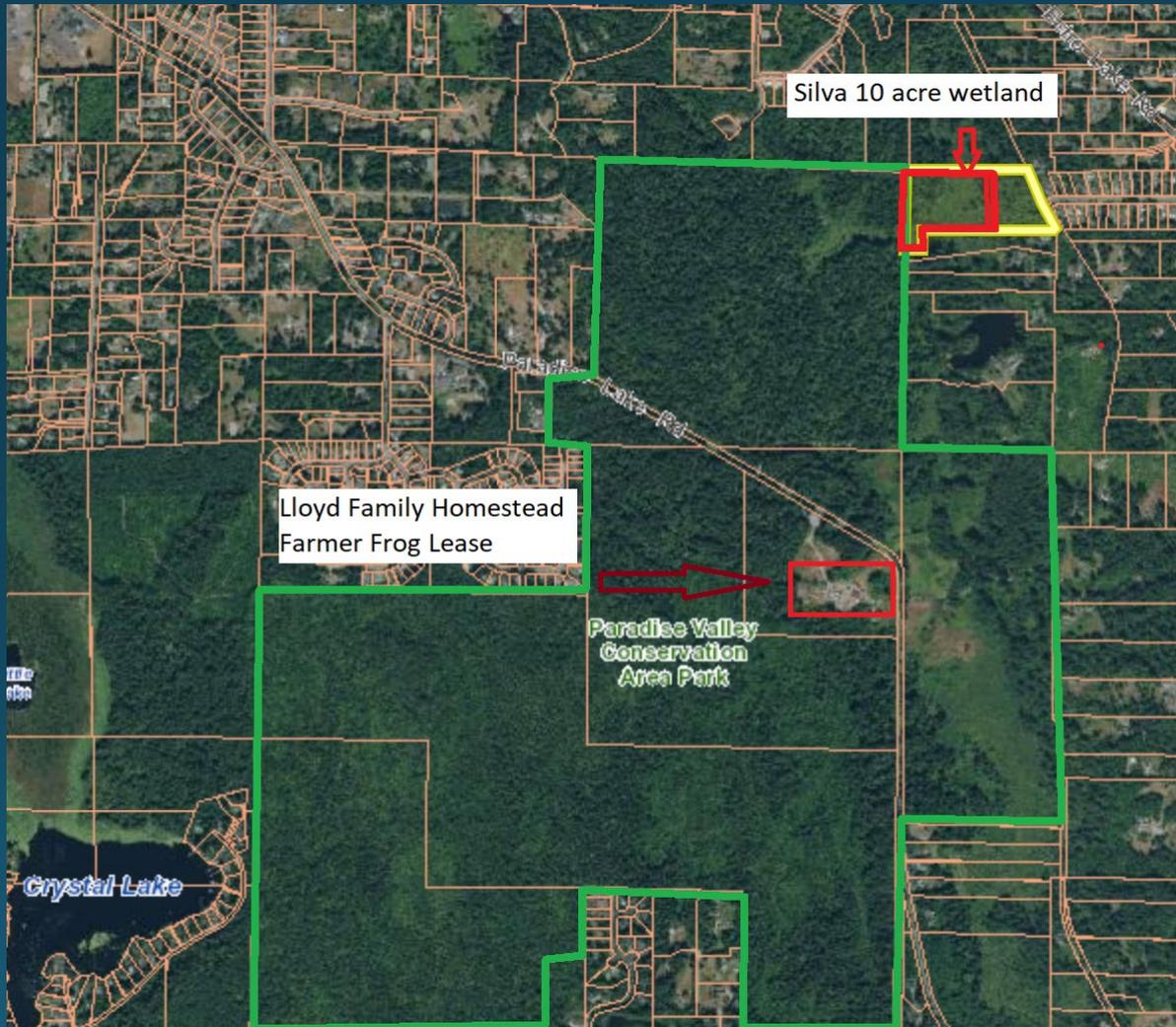
D. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

Attachment 8 – CF20-04 Bear Creek Headwaters



Snohomish County Parks, Recreation & Tourism

Bear Creek Headwaters Wetland



Conservation Futures
Program Advisory Board
2020



Bear Creek Headwaters Wetland



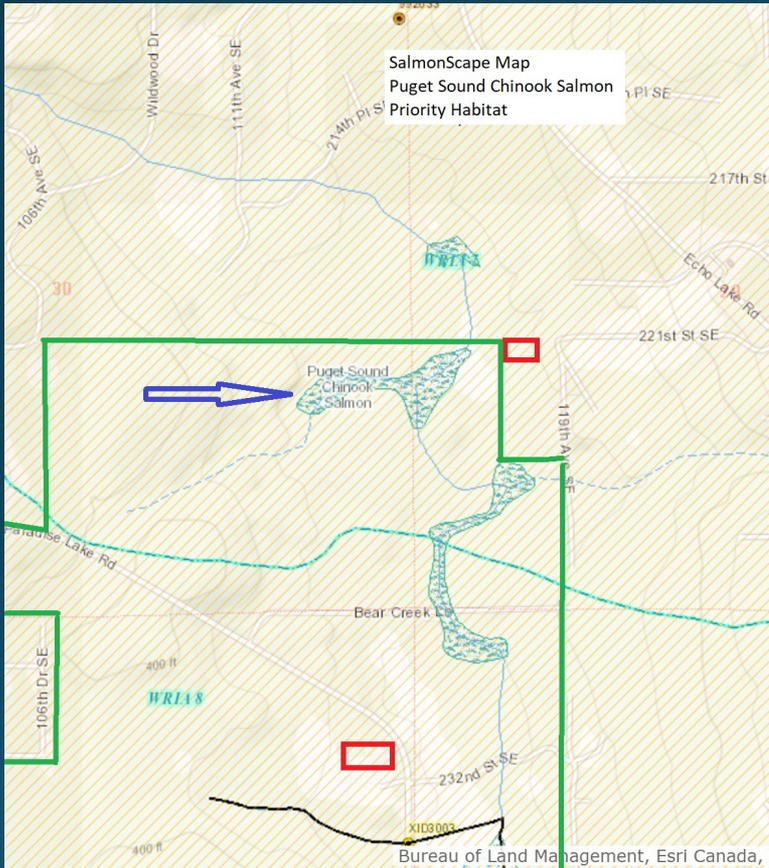
- Multiple Benefit Project Proposal
- Acquire 10 intact high quality wetland acres adjacent to Paradise Valley Conservation Area
- RCO required Replacement Lands for Farmer Frog Lease





Bear Creek Headwaters Wetland

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



- One of the most Productive wild salmon stream basins
- Headwaters of Bear Creek
- Puget Sound chinook, coho, sockeye kokanee priority habitat
- Will allow continued use of Lloyd Homestead for Farmer Frog salmon friendly agricultural education programs to continue



Bear Creek Headwaters Wetland

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

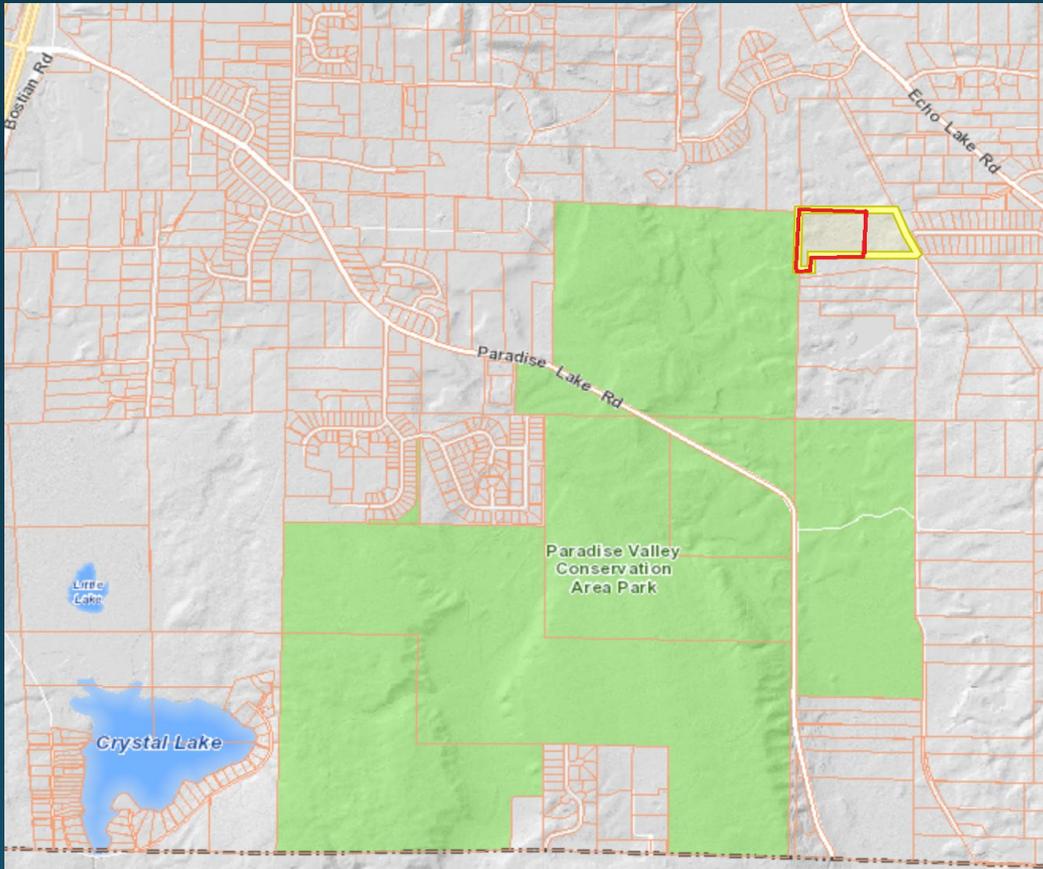


- Owner seeking to sell wetlands
- Zoned 5 acre minimum lot size
- Acquisition eliminates potential higher density development within sensitive area
- Located in an watershed identified as highly beneficial to salmon



Bear Creek Headwaters Wetland

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

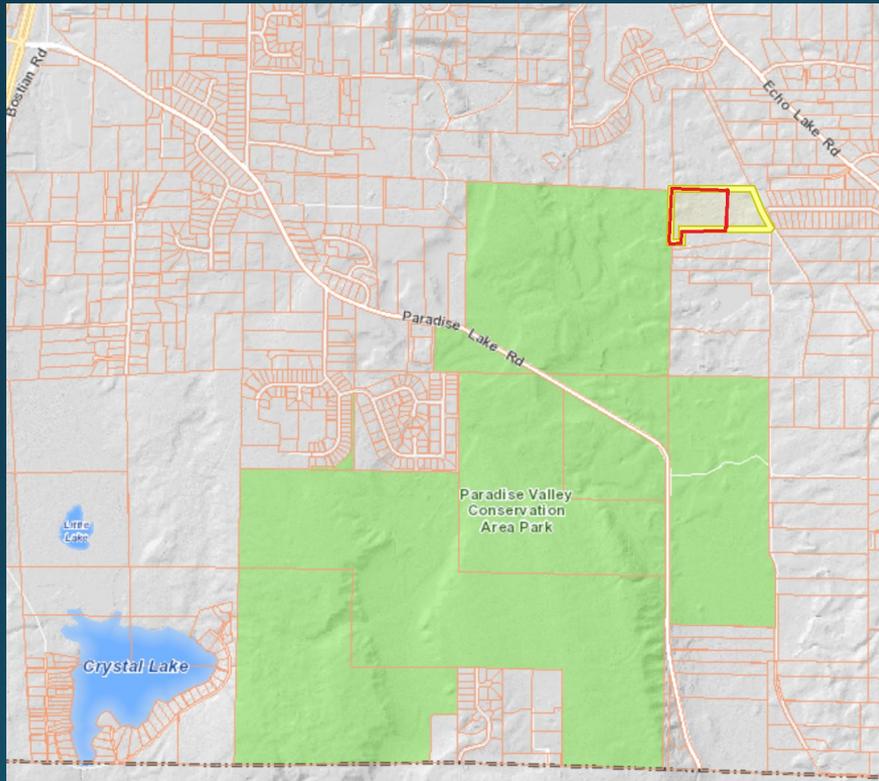


- Project expands protection to adjacent wetlands providing larger protected habitat area
- Sensitive Area has been a priority to acquire since late 1990s



Bear Creek Headwaters Wetland

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:

- Expand protections to existing preserve
- 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

Bear Creek Headwaters Wetland

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

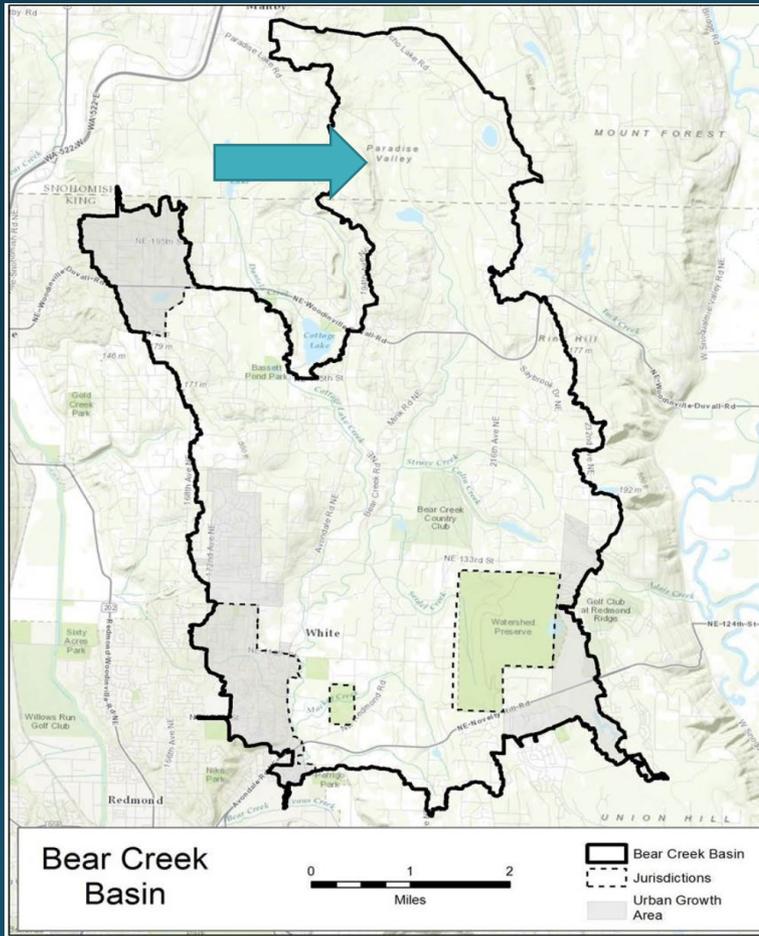


- Meets Conservation Futures Program intent
- Managed as a part of the Snohomish County Parks Paradise Valley Conservation Area
- Allows Farmer Frog lease to continue to provide salmon friendly Agricultural Education to schools as the original Loyd Family homestead family wished
- Conserved and managed for open space values
- Little Parks staff required to manage wetlands that the public wouldn't access due to difficult terrain



Bear Creek Headwaters Wetland

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



- Expands conservation of significant intact natural resource corridor. Recognized in the Bear Creek basin plan

The Bear Creek Basin is the most productive spawning salmonid basin for its size in the Puget Sound area, with over 30,000 fish returning annually. The basin contains many acres of diverse wetlands and a unique and abundant freshwater mussel population indicating very good water quality.



Snohomish County Parks, Recreation & Tourism

Bear Creek Headwaters Wetland

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





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



- The salmon species that benefit from clean cool water that originates from the Headwaters of Bear Creek Watershed benefit fish that migrate to the Puget Sound and provide commercial and recreational fishing opportunity



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



- Providing replacement salmon habitat property as required by RCO will allow continued operation of Farmer frog on the SRFB funded Loyd Homestead. The public benefit offered by the Farmer Frog lease is far reaching. The public will not be able to access the proposed project due to the fully saturated topography



Snohomish County Parks, Recreation & Tourism

Bear Creek Headwaters Wetland

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



Farms and Fish
Not Farms or Fish
We Value Both



- The multiple benefits of this project are clear—expand the Paradise Valley Conservation Area while preserving the Lloyd Family dream of continuing their self sufficient farming legacy

Thank you!

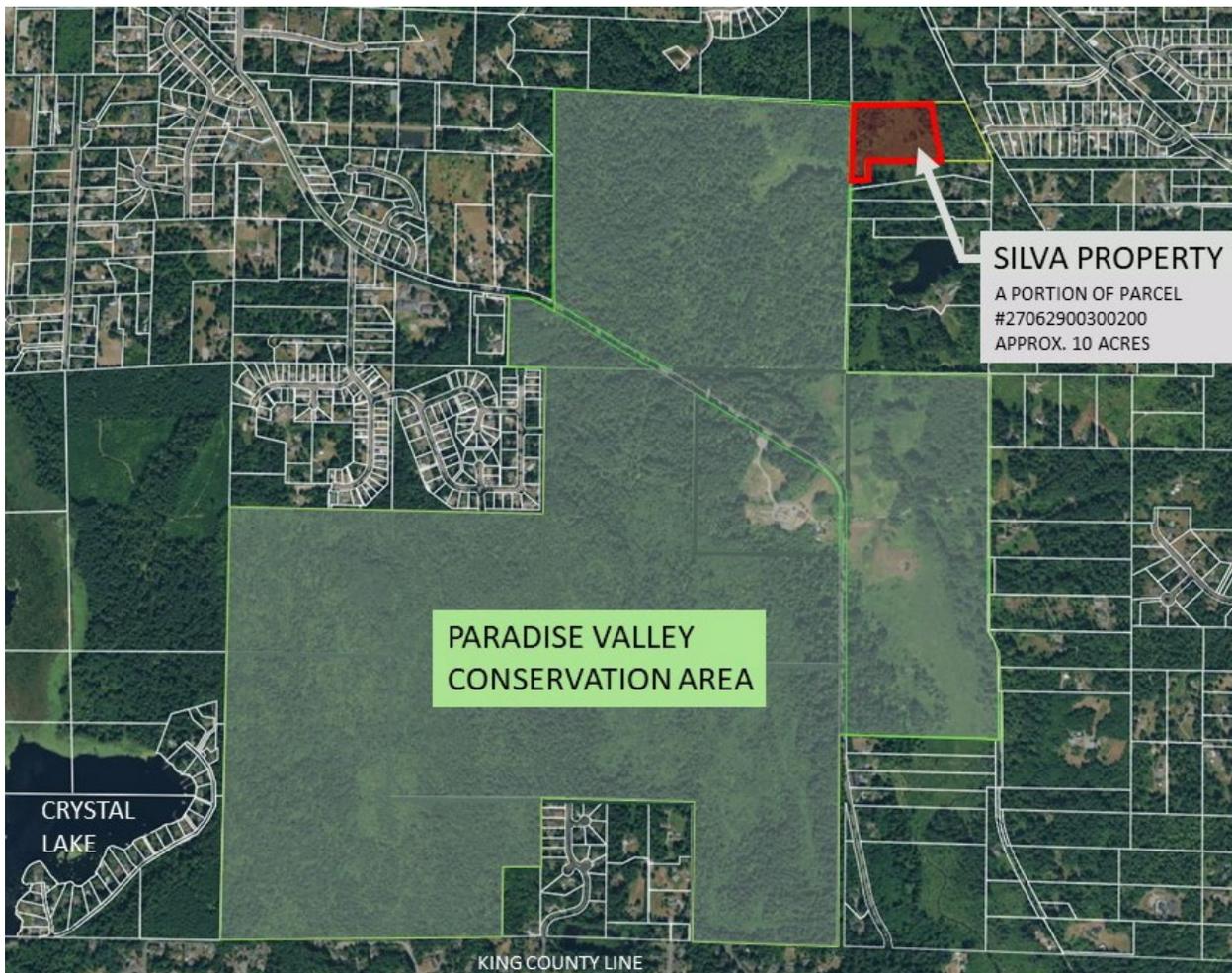




SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

Bear Creek Headwaters



PROGRAM YEAR 2020

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: BEAR CREEK HEADWATERS

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS RECREATION & TOURISM

APPLICATION NO. (TO BE ASSIGNED BY STAFF): **CF20-04**

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		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Bear Creek Headwaters

2. AMOUNT REQUESTED (from Cost Worksheet) \$381,250

3. PROJECT SPONSOR: Snohomish County Parks, Recreation & 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: Kevin Teague Title: Senior Park Planner

Address: 6705 Puget Park Drive, Snohomish, WA 98296

Phone: 425-388-6600 Cell Phone: 425-407-2401

Email Address: kevin.teague@co.snohomish.wa.us

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 222XX 119th Ave SE, Snohomish, WA

Section: 29 Township: 27N Range: 06E

Assessor Tax Account Number(s): Portion of 27062900300200

Legal Description (full legal if available):

PTN OF: SEC 29 TWP 27 RGE 06--TH PTN NW1/4 SW1/4 LY WLY OF LN PLT & 30 FT WLY FR C/L OF SILER LOG CO RR R/W LESS S 16 ACS THOF ALSO EXC E 1149FT OF S 167FT OF SD SUB LYG N OF SD S 16 ACS PER BLA 04-109009 RECAFN 200403050171

2. EXISTING CONDITIONS:

Number of Parcels: 1 Total Acres: Approximately 10 - Partial Acquisition of 15 acres

4 Addition to Existing Site: YES X NO ___ If yes, which site: Paradise Valley Conservation Area

Current Zoning: Rural Residential R-5

List Existing Structures/Facilities: None

Current Use: Open Space

Waterfront? (name of body of water): NA

Shoreline? (lineal ft.): NA

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

3. CURRENT OWNERSHIP:

Current Owner(s): Russell Silva

Is the property owner a willing seller? YES* X NO

Summary of Property Encumbrances Identified in Preliminary Title Report**: **Utilities, Shared Road Maintenance, associated with the portion of the property that will not be acquired.**

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

Attach Preliminary Title Report **X

4. TYPE OF INTEREST:

Please describe the type of interest contemplated for the acquisition process: **Partial Acquisition**

Warranty Deed X *Easement **Other

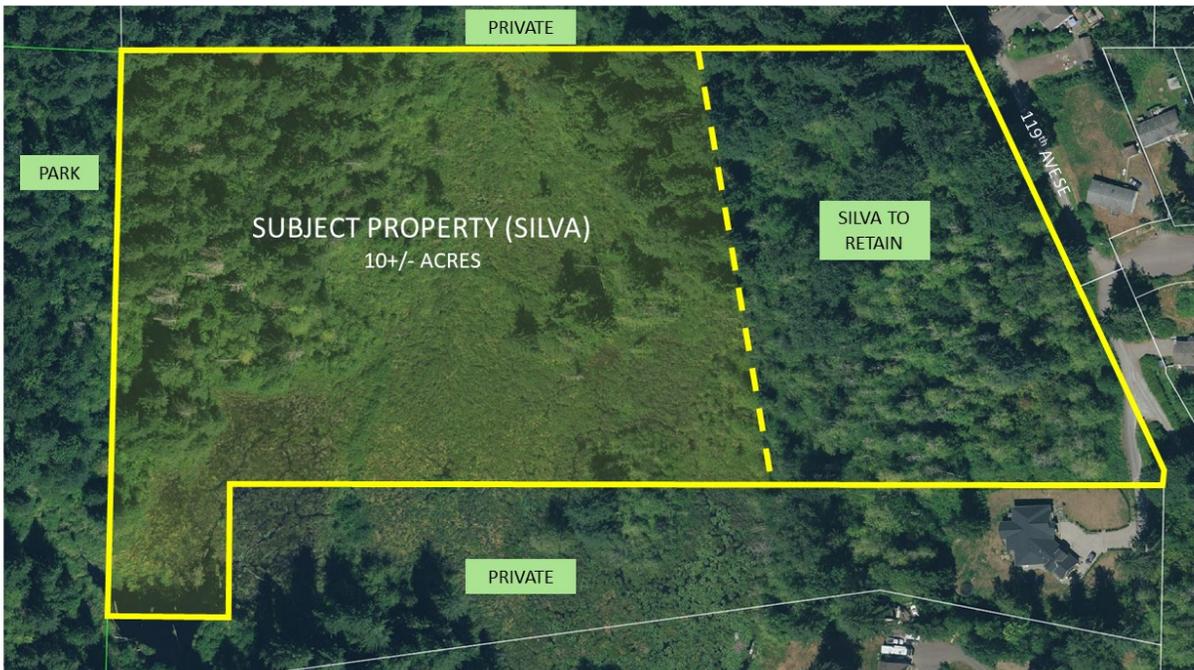
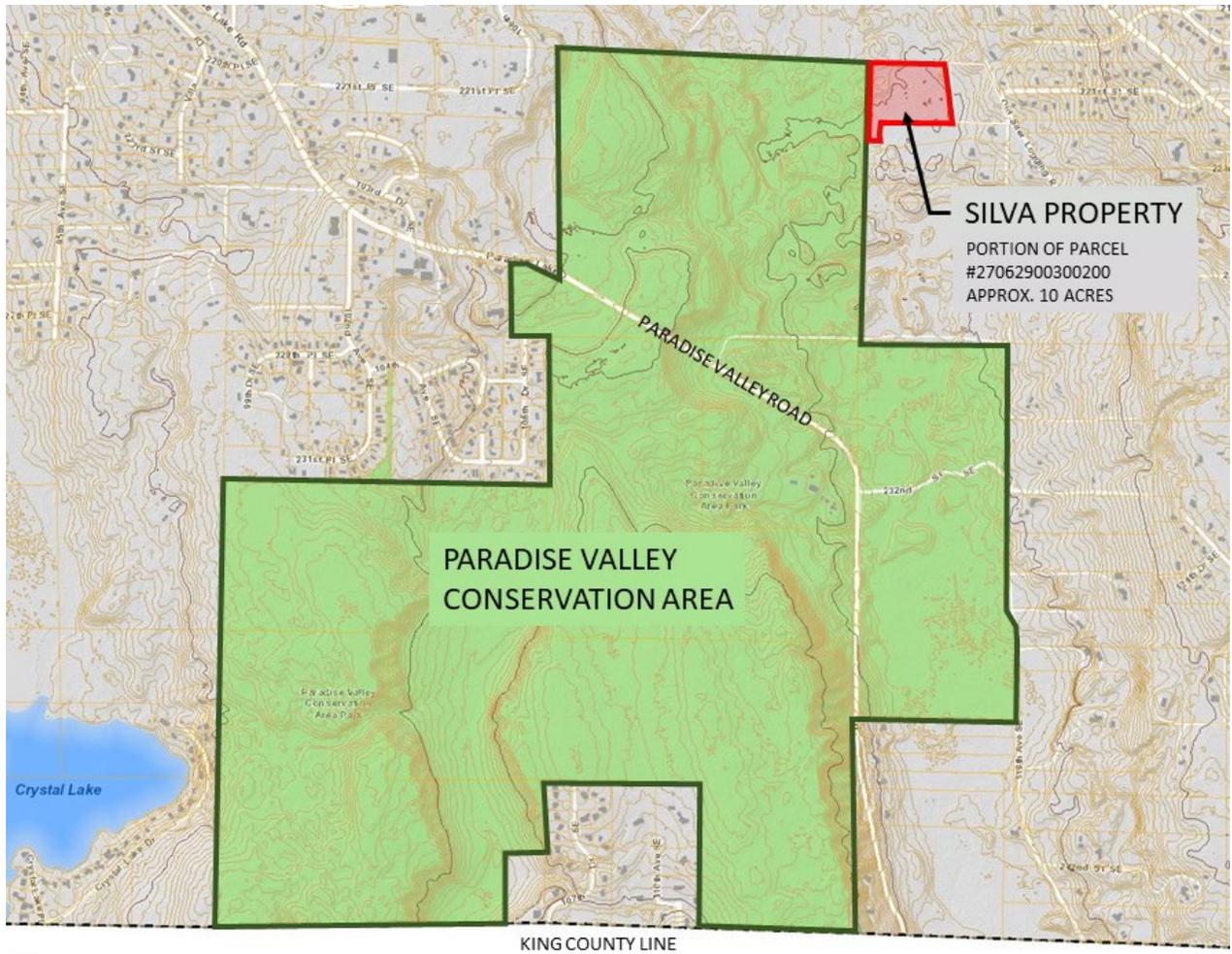
*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

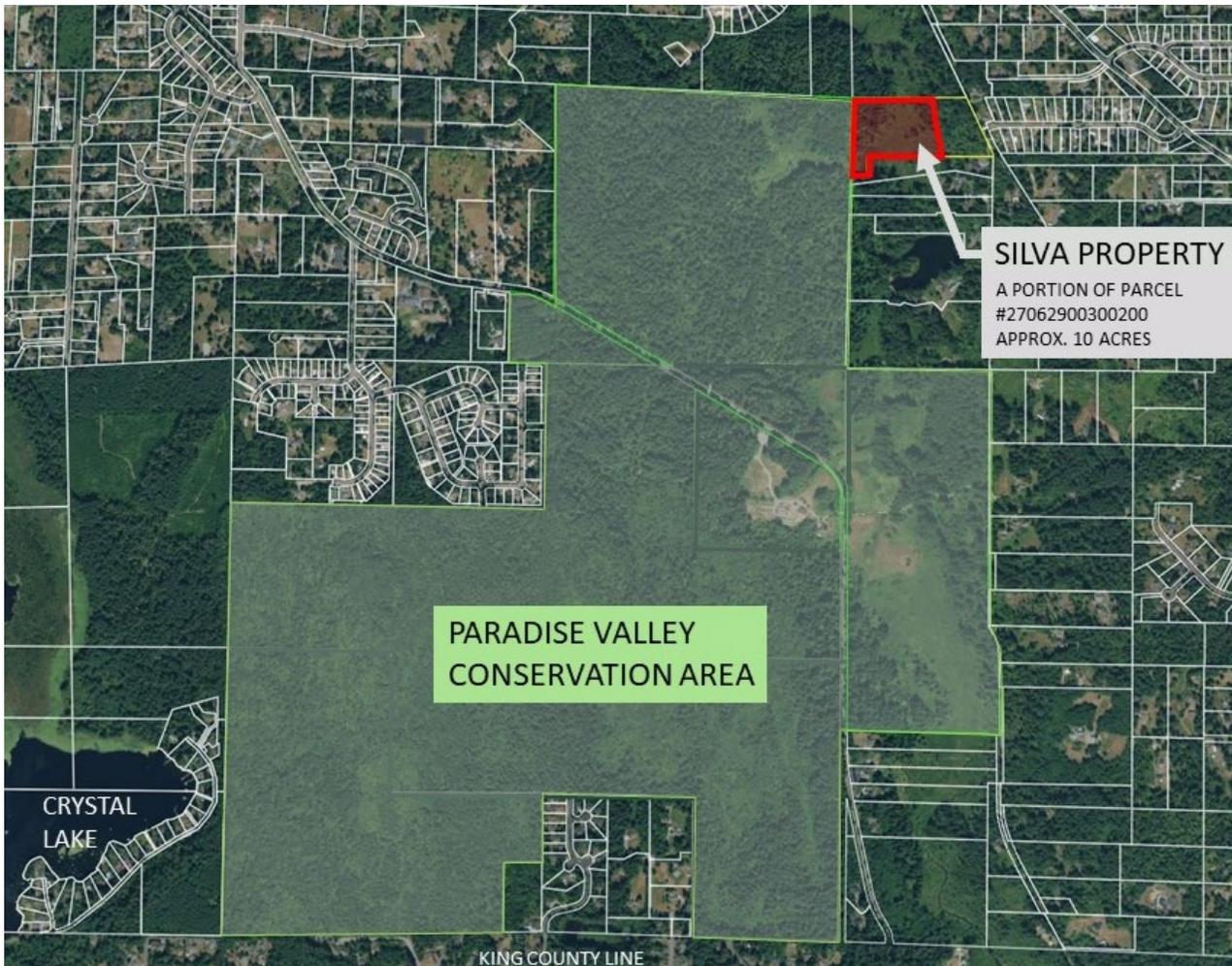
**If 'Other,' please explain:

5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project and how the site will be used. 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.

The proposed acquisition is comprised of approximately 10 acres of highly sensitive wetlands that comprise the headwaters of Bear Creek. This property is located directly adjacent to the Paradise Valley Conservation Area (PVCA) and will contribute to the habitat values provided by the 793 of that property. Acquisition will preserve this wetland area and also satisfy a conversion determination by the Recreation and Conservation Office (RCO) that requires replacement of 7.5 acres of property utilized by Farmer Frog for agriculture on the PVCA site. This acquisition should partially, if not completely, satisfy this replacement land requirement, subject to appraisals and RCO approval.





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 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 expertise in managing invasive species and enhancing natural area functions. All Parks managed properties are regularly monitored and maintained at a level appropriate for the individual site.

There are no plans to change the topography or other natural features of this site. The only plan would be to incorporate the property into the existing natural area preserve.

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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$345,000.00	Assessed value per acre
Improvements		
PROPERTY COSTS SUBTOTAL:	\$345,000.00	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes		
Appraisal review	\$3,000.00	
Appraisal(s)	\$6,000.00	
Baseline inventory		
Boundary survey	\$25,000.00	

Closing (escrow/recording fees)	\$1,250.00	
Cultural resources study		
Demolition		
Fencing		
Hazardous subsidence report		
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance	1,000.00	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$36,250.00	
TOTAL PROJECT COST (Property and Incidental):	\$381,250.00	
MATCH (cash and/or donation) – deduct from total project cost*	[0]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$381,250.00	
% 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? **This property preserves approximately 10 acres of sensitive wetlands within the headwaters of Bear Creek. According to WDFW Priority Habitat Mapping, the subject property provides both freshwater emergent wetland and freshwater forested/shrub wetlands, both of which are identified as priorities for aquatic habitat. Adjacent lands have also been preserved by Conservation Futures funds matched with Salmon Recovery Funding Board grants due to the high quality of sensitive habitat for all fish species that rely on Bear Creek.**

2. How does the project conserve opportunities which are otherwise threatened by development? **The prospect of development on this site is limited due to the sensitive nature of the wetlands. However, the current zoning does allow for the property to be subdivided if a developer was willing to mitigate for the impacts to the wetlands.**

3. How does the project establish trail corridors and/or natural area linkage? **Trails are discouraged within the adjacent Paradise Valley Conservation Area in order to protect sensitive habitat. However, this acquisition will add to the existing Conservation Area and add additional protected lands to the habitat corridor. The PVCA currently provides almost 800 acres of protected land within the Bear Creek corridor and the proposed acquisition will add to the habitat value of this area. The PVCA is separated by Paradise Lake Road, with that area east of the road largely undeveloped and consisting of the majority of the sensitive wetland areas. The proposed acquisition is adjacent to this area and will add to the habitat values that are critical to the watershed.**

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective? **The Bear Creek Watershed (WRIA 8) has been an area of focus due to degradation of habitat functions and intense development within the area. The majority of WRIA 8 falls within King County and Snohomish and King County have coordinated on identifying restoration needs. A Bear Creek Watershed Management Study was published by King County in 2018 and five**

high-priority areas were identified for near-term action, including acquisition and restoration upstream of Paradise Lake, where the subject property is located.

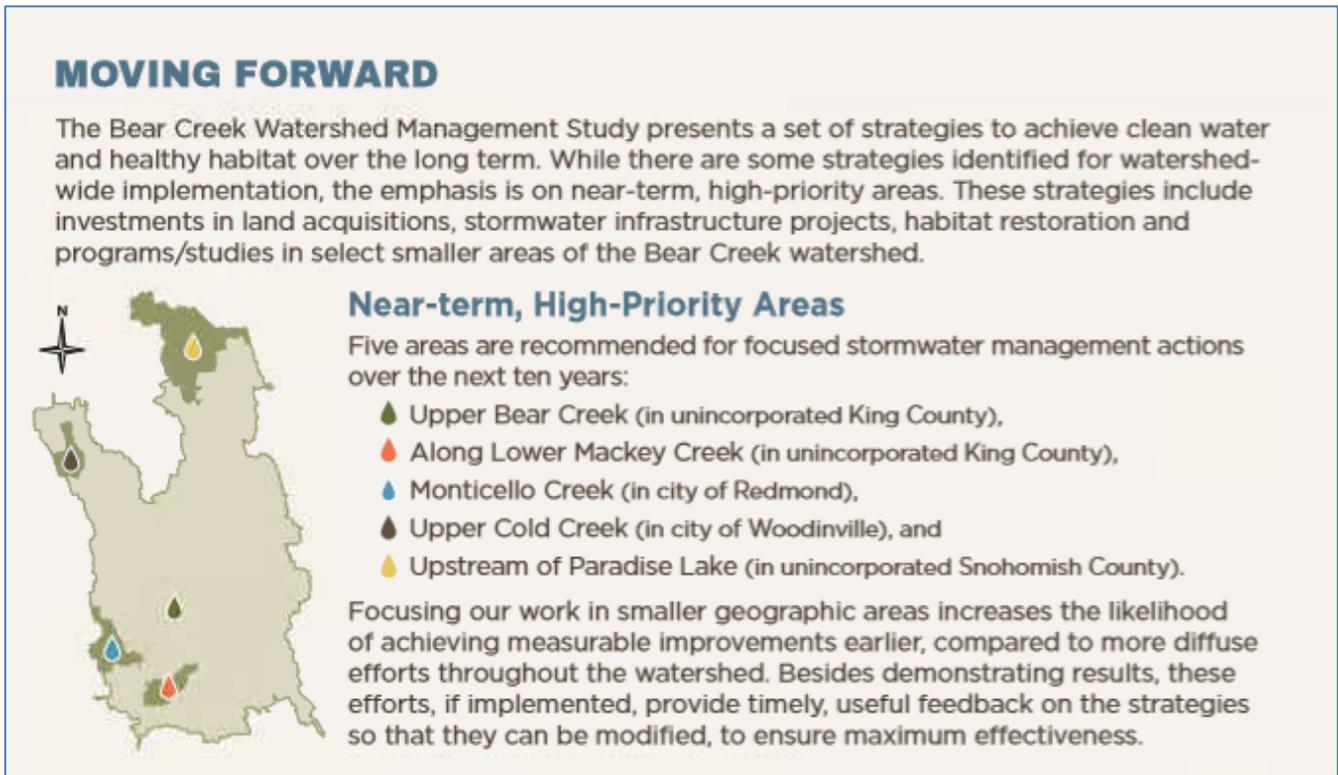


Figure 1. Bear Creek Watershed Management Study

In addition to watershed specific goals, sensitive lands adjacent to Conservation Lands are always a priority to add to existing preserves. Lands adjacent to Paradise Valley have been a priority to acquire since the inception of the original project from 2000-2008. The proposed acquisition will be the first opportunity to add to the preserve since 2008.

The proposed acquisition also supports County identified long-term priorities, which are contained within Snohomish County's Comprehensive Plan. 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. Acquisition of the proposed property specifically supports the policy to:

- 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, as described in RCW 84.34.200. This acquisition meets the intent of the Conservation**

Futures Program by protecting “...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values.” (Portion of RCW 84.34.200).

The proposed acquisition will be managed as a part of the Snohomish County Parks’ open space program as outlined in the Snohomish County Park and Recreation Element and Snohomish County General Policy Plan. These two documents are developed and adopted as part of the County’s larger Growth Management Act Comprehensive Plan and included extensive public input and review as part of the adoption process. The proposed project will provide needed open space to County residents and further the goals, policies, objectives and priorities of these documents.

Adding an additional 10 acres adjacent to the existing preserve offers continuation of the same values that placed the original Conservation Area in protected status. Removing the possibility of future development within this area will further the goals established by the original acquisition.

6. Will the project provide regional or community-wide significance? **This project will provide regional benefit. Bear Creek is one of the most productive wild salmonid stream basins in Western Washington. Bear Creek Basin is only 50 square miles in area but is host to tens of thousands of spawning salmon (chinook, coho, sockeye, kokanee, steelhead, and cutthroat) each fall. The regional significance of the area is recognized in the Bear Creek basin plan developed jointly by Snohomish County, King County, City of Redmond and the community. In 1996, the Sammamish Watershed Forum, a regional body made up of elected officials from cities in the Sammamish Watershed and Snohomish and King Counties also identified and ranked the Paradise Valley Conservation Area project as one of the top priorities in its 20 year vision for the Sammamish Watershed.**

7. How does the project comply with one or more open space program policies and criteria? **As noted previously, the proposed acquisition complies with the Snohomish County General Policy Plan Goal related to open space:**

- 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;
- (b) water supply protection areas (public watersheds) and natural drainage easements;

- (d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;
- (j) lands that link existing open space and recreation areas

8. How does the project provide multi-jurisdictional benefit? **The proposed project will support priorities identified in the Bear Creek Watershed Plan, which encompasses multiple jurisdictions, including King County and the Cities of Redmond and Woodinville. Further, projects which support salmonid recovery have far reaching impacts as they support T fishing opportunity throughout the Puget Sound Region. The Bear Creek Basin is the most productive spawning salmonid basin for its size in the Puget Sound area, with over 30,000 fish returning annually. The basin contains many acres of diverse wetlands and a unique and abundant freshwater mussel population indicating very good water quality.**

9. How will the project provide for public use and enjoyment? **The property proposed for acquisition is not envisioned to be accessed by the public, but instead to be kept in open, natural condition. Acquisition of this property however will allow for continued use of the currently developed portion of the PVCA, both as a trailhead and farming educational site.**

When Farmer Frog established their headquarters at PVCA the goal was to provide an educational site to allow the public to learn about sustainable small scale farming. This use was believed to be reflective of the historic use of the Lloyd family homestead and an educational opportunity for visitors to the site. Farmer Frog has worked diligently to restore aspects of the historic farm (renovating existing fruit trees, structures, etc.) and to demonstrate sustainable farming, even securing SalmonSafe designation for their activities.



Funding from the Washington State Recreation and Conservation Office (RCO) was used to help purchase the original PVCA acquisition and although the seller required historical use of the site, RCO has determined that the Farmer Frog use of the property is in conflict with the intent of salmon recovery funding grant and has noted the use as a conversion of the property. Parks has been working with RCO to review available information and seek the decision to be overturned, but in the meantime, the determination of conversion requires that the area determined to be out of compliance either be replaced, or the non-conforming use removed. Resolution of this issue is important, as the non-compliance determination penalizes Snohomish County points on applications submitted to RCO for future grants. Acquisition of the proposed property would resolve the issue and allow continued operation of Farmer Frog.

10. Does this project represent a unique or special opportunity? **The opportunity to expand an existing pristine conservation area within the Puget Sound Region is special. This project builds on one of the very first and extremely unique large acquisitions with Salmon Recovery Funding Board funds. The opportunity to expand the Paradise Valley Conservation Area and simultaneously preserve the original homestead for farming is indeed unique.**

Other Criteria:

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

A. Does the project comprise an entire project?

YES

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

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

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.

Attachment 9 – CF20-02 Catherine Creek-Centennial Trail Connection

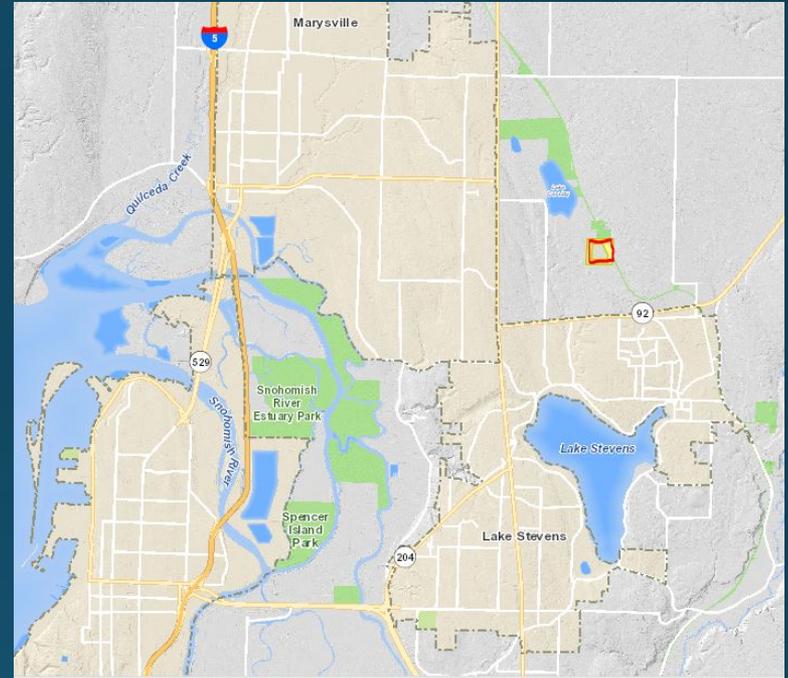
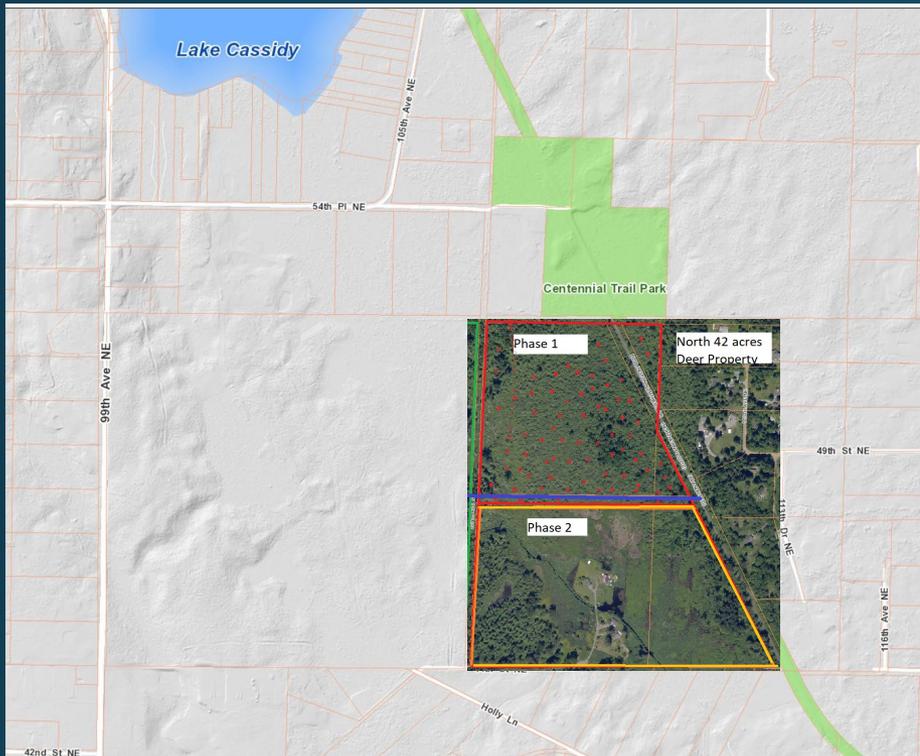
Catherine Creek -Centennial Trail Connection





Catherine Creek Centennial Trail Connection

What & where is it?



Vicinity Map

- Willing / Supportive Seller – Gregory Deer
- 42.5 acres of sensitive wetlands
- SE of Lake Cassidy
- Equal distant from Marysville & Lake Stevens
- Abuts CT Trail Park & Corson Natural Area Preserve
- Single parcel split by the CT
- 1st of a 2-phased acquisition totaling 97 acres



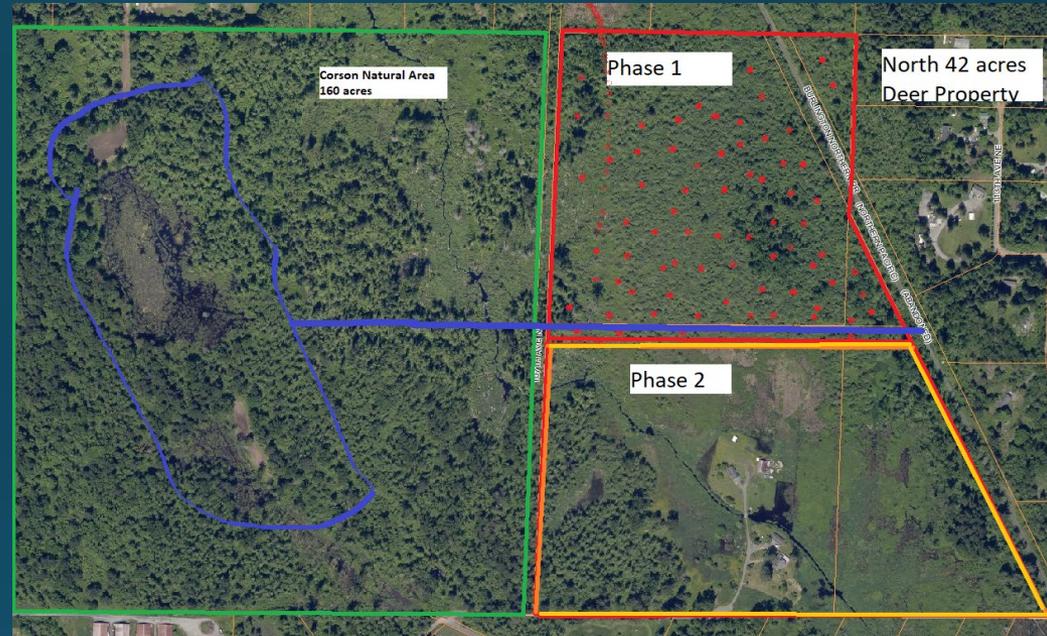


Catherine Creek Centennial Trail Connection

Key Descriptive Details

- 42.5 acres of sensitive forested shrub wetlands
- Catherine Creek Drainage from Lake Cassidy
- Supports
 - Resident Cutthroat trout
 - Coho Salmon
- Threatened species
 - Bull Trout
 - Winter & Summer Steelhead
 - Purple Martin
 - Wood Duck breeding
- 1st Phase of 2-phased acquisition totaling 97 acres
- Connectivity – C.T. to Corson Natural Area Preserve
- WDFW Priority Aquatic Habitat

What's there?





Catherine Creek Centennial Trail Connection

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

How effectively will this protect?



- Preserves 42.5 acres of Open Space
- Preserves these wetlands as Open Space
- Expands adjacent Corson protected area (Economy of Scale)
- Connects both to CT
- Locks it into public ownership and gives access to it.



Catherine Creek Centennial Trail Connection

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

How urgent is this?

- Current zoning allows the property to be subdivided
- Area experiencing high population growth
- Equal distant from Marysville & Lake Stevens
- Long term protection of Catherine Creek Watershed
- Preserves the opportunity to connect CT to the WDFW Corson Property





Catherine Creek Centennial Trail Connection

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

Is this the missing link?



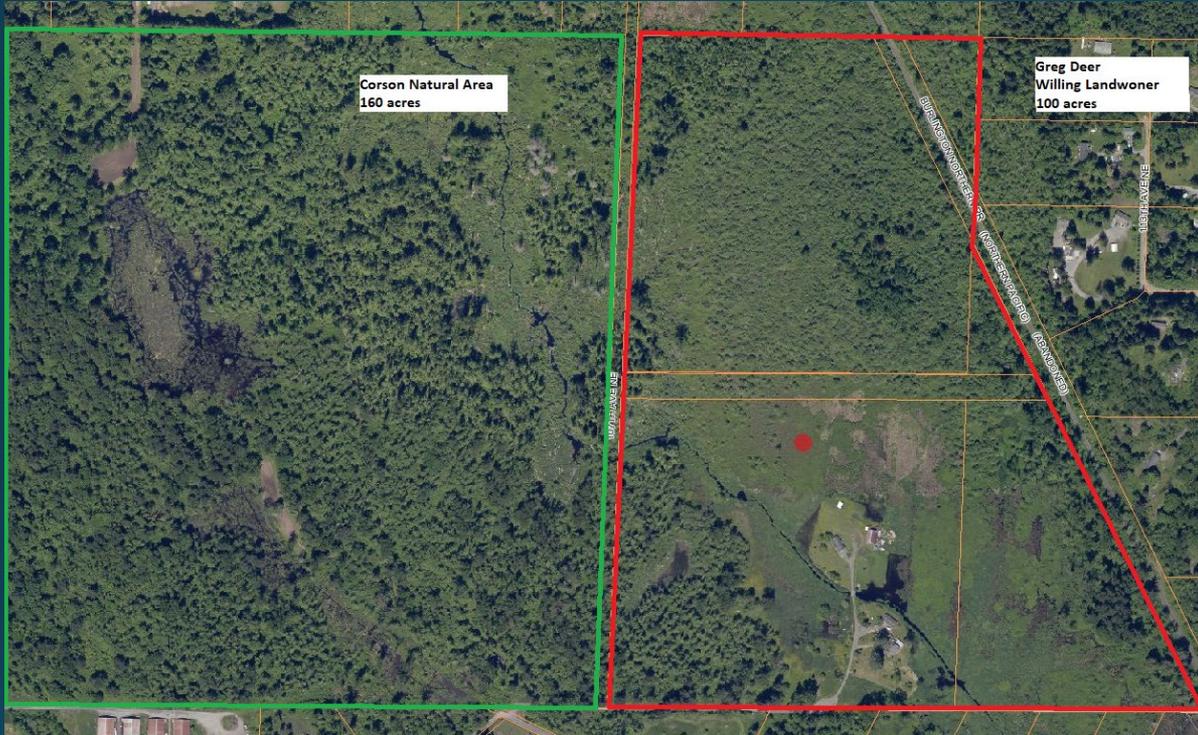
- Links Centennial Trail to 160 acre Corson Natural Area
- Ecologically sound trail to be developed
- Vegetated corridor for wildlife
- Opportunity - Trail-based camping



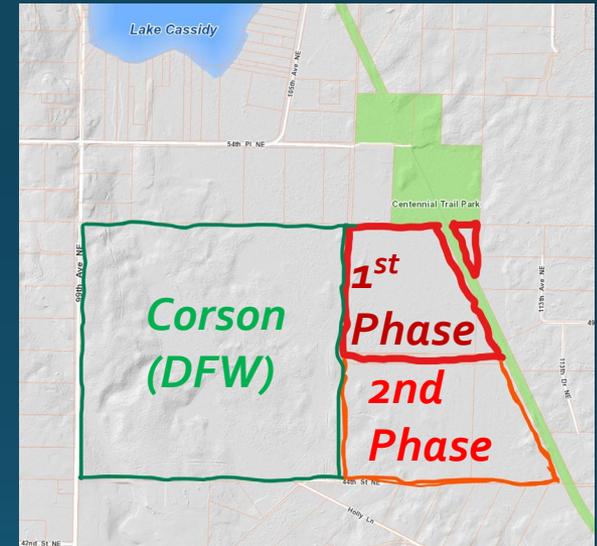


Catherine Creek Centennial Trail Connection

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



How does this fit in the scheme of things?



Part of a Continuum:

- 1st of a 2-phased acquisition totaling 97 acres from willing seller
- Provides physical connection to DFW's Corson Natural Area
- DFW working toward transfer of Corson Natural Area to SnoCo
- Add a trail system to access the 260 acre Nature Preserve (Corson/Deer)
- Future (*controlled*) parking in Phase 2 property





Catherine Creek Centennial Trail Connection

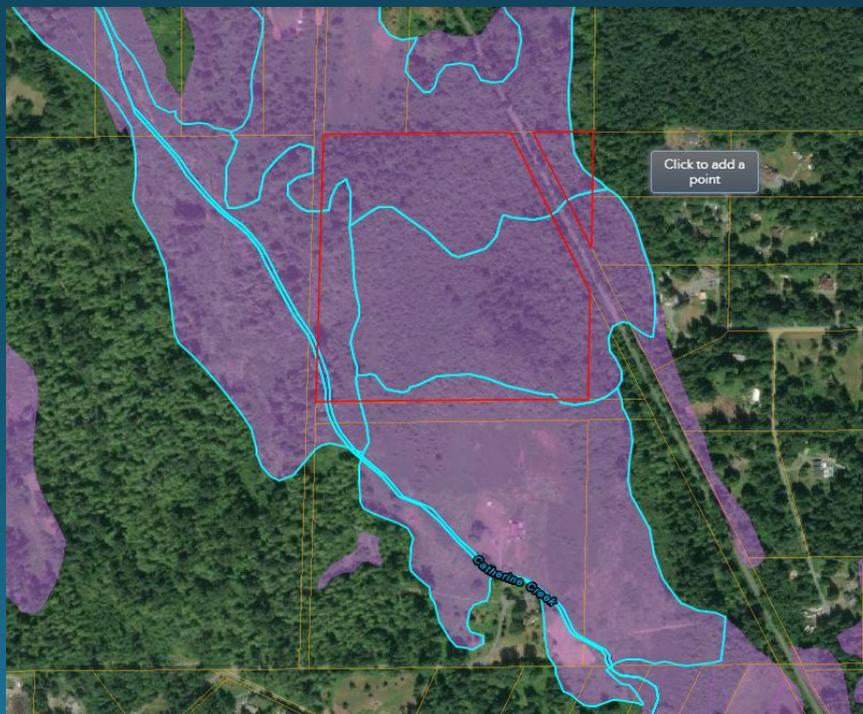
5. How does the project enhance or complement an ongoing conservation or preservation program? ***Does this contribute toward the efforts?***

Long-range County priorities:

- Acquire new park facilities that compliment a city or County park facility
- Provide
 - new recreation amenities
 - park-based trail access
 - open space & natural areas with appropriate public access / passive use
- Preserve Natural features, open space & critical areas =
- Enhance neighborhood identity
- Identify & protect:
 - Open space
 - Natural resources
 - Scenic resources
 - Shoreline areas

Priority Habitat and Species (PHS)

- Aquatic Habitat – Catherine Creek
- Purple Martin
- Wood Duck breeding
- Coastal Cutthroat Trout
- Dolly Varden / Bull Trout
- Coho Salmon





Catherine Creek Centennial Trail Connection

6. Regional or community-wide significance?

Will this acquisition matter?

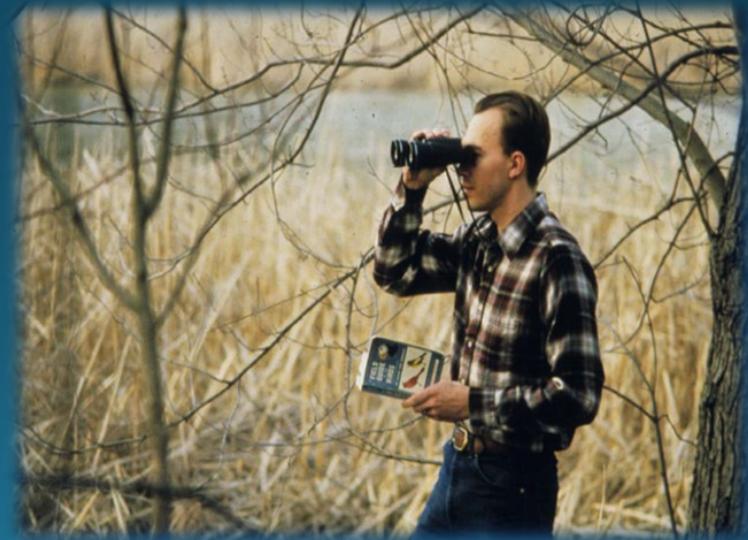
Community

- Economy of Scale for enhanced Habitat
- Open Space in rapidly developing area
- Centennial Trail destination
- Becomes community asset
- 42.5 acres of diverse habitat
 - Wetlands
 - Creeks
 - Forest
 - Unique & Plentiful Critters



Regional

- Centennial Trail Destination for:
 - Scouting Troops
 - Camera clubs
 - Birding organizations
 - Wildlife Viewing
 - Sportsman clubs
 - School groups
- Potential site trail-based camping



Catherine Creek Centennial Trail Connection

7. How does the project comply with one or more open space program policies and criteria? ***Does this fit what we do?***

Park's overall mission *"Enhance our quality of life and preserve the natural and recreational resources of Snohomish County"*

Complies with several policies and criteria

General Policy Plan (GPP)

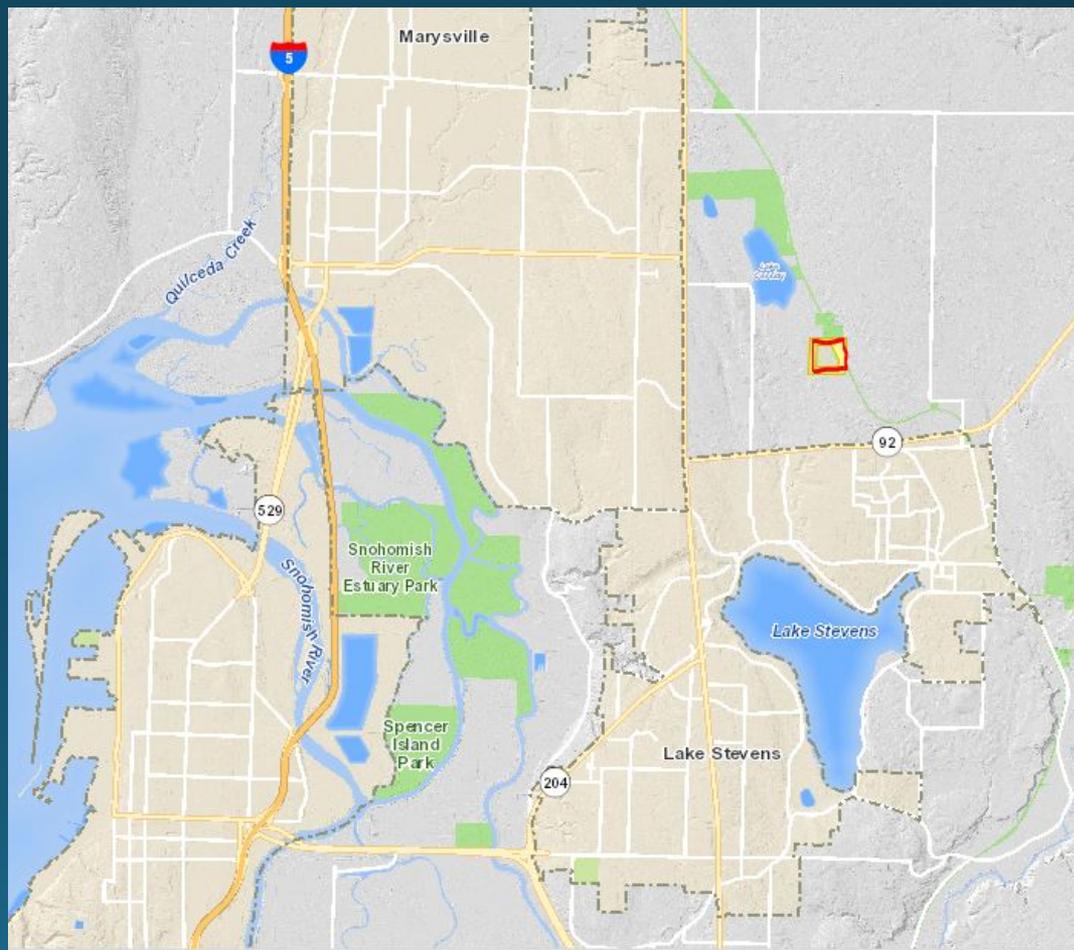
- GPP Goal PR5 - Provide open space and natural areas with appropriate public access to promote understanding and support of the natural environment and the benefits these lands provide.
- GPP Policy LU 5.A.8 - Natural features, open space and critical areas shall be preserved to enhance (or maintain?) neighborhood identity.
- GPP Goal LU 10 - Identify and protect open space, natural and scenic resources and shoreline areas.
 - Objective LU 10.A - Identify & preserve an integrated open space network
 - Fits Policy LU 10.A.1 objectives
 1. Natural & scenic resource area
 2. Water supply protection and Natural drainage easements
 3. Public low intensity park & recreation sites (wildlife and nature preserves, sanctuaries, hiking/biking/equestrian trails)
 4. Lands linking existing open space & recreation area.



Catherine Creek Centennial Trail Connection

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

- Step toward Corson acquisition from WDFW
- Nature Preserve – Attraction / destination for local & regional visitors.
- Economic benefits of tourism & recreation
- CT links Snohomish, Lake Stevens, Machias, Marysville & Arlington





Catherine Creek Centennial Trail Connection

9. How will this project provide for Public use and enjoyment?

- Immediately adjacent to the Centennial Trail & Corson Wildlife Preserve
- Economy of Scale = **Quantity** lends to **Quality** habitat
- Forest, Priority Habitat, Catherine Creek
- Phase 2:
 - Parks will acquire 58-acres to the south
 - Forming a 260 acre (Corson/Deer) Nature Preserve
 - Parking for regional nature-lovers



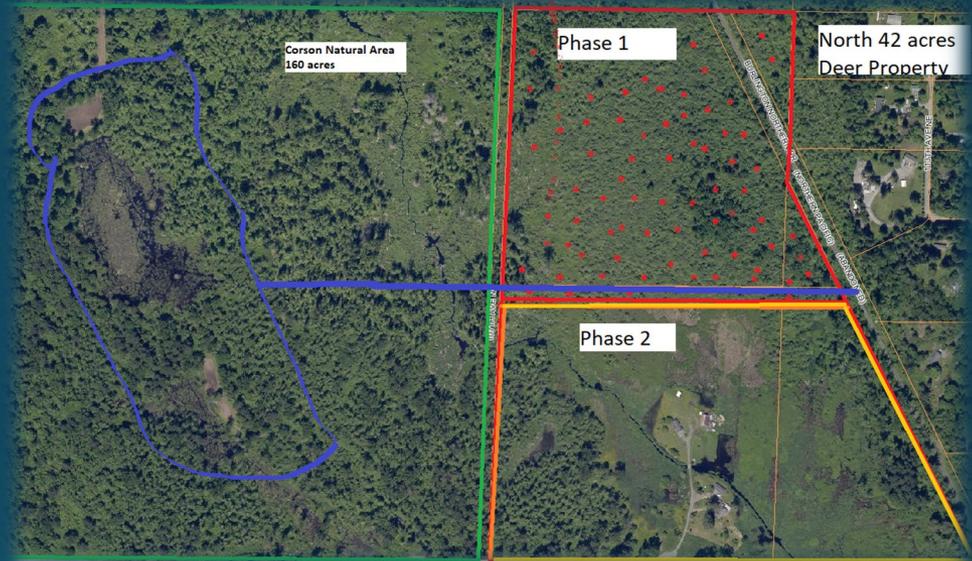


Catherine Creek Centennial Trail Connection

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

What's so special about this?

- Willing Seller
- Healthy & Varied Habitat
- High population growth area
- Large contiguous creek & wetland complex
- Nice = This project connects the CT to 163 acre Corson Nature Area
- Bonus! = Tacking on 42.5 acres of prime habitat with that connection
- Double Bonus!! = Tacking on another 58 acres in phase 2
- ***Unique & Special Opportunity*** = Creating a 260 acre Habitat Preserve in 2 easy installments
 - Supplies are limited
 - Call now!
 - Operators standing by





Catherine Creek Centennial Trail Connection

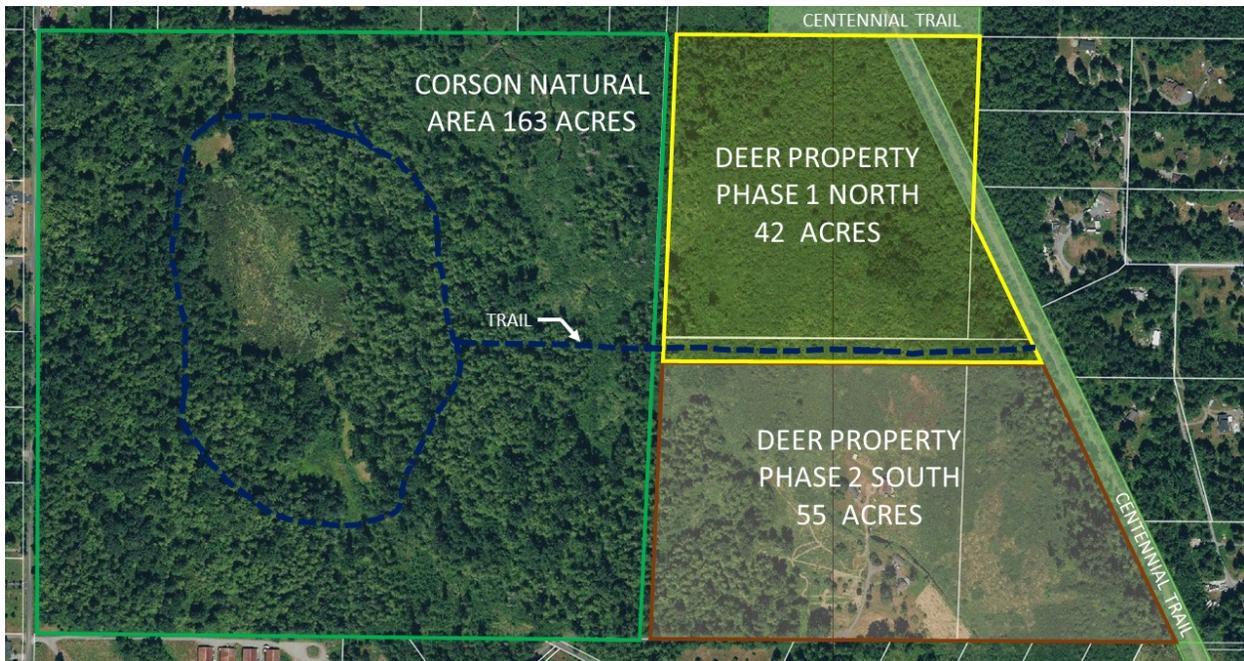


Thank you!



SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS CATHERINE CREEK -CENTENNIAL TRAIL CONNECTION



PROGRAM YEAR 2020

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: CATHERINE CREEK -CENTENNIAL TRAIL CONNECTION

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS RECREATION & TOURISM

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20-02

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	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		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Catherine Creek-Centennial Trail Connection

2. AMOUNT REQUESTED (from Cost Worksheet) \$341,250.00

3. PROJECT SPONSOR: Snohomish County Parks, Recreation & 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: Thomas Hartzell Title: Senior Planner

Address: 6705 Puget Park Drive, Snohomish, WA 98296

Phone: 425-388-6695 Cell Phone: 425-407-2501

Email Address: Thomas.Hartzell@co.snohomish.wa.us

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 110XX 44th St NE, Lake Stevens

Section: 31 Township: 30N Range: 06E

Assessor Tax Account Number(s): 30063100400300, 30063100400600, & a portion of 30063100400100

Legal Description (full legal if available):

2. EXISTING CONDITIONS:

Number of Parcels: 3 Total Acres: Approximately 42.5 acres

Addition to Existing Site: YES X NO If yes, which site: Centennial Trail

Current Zoning: R-5 / 5 acre minimum

List Existing Structures/Facilities: None

Current Use: Open Space

Waterfront? (name of body of water): NA

Shoreline? (lineal ft.): NA

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

3. CURRENT OWNERSHIP:

Current Owner(s): Gregory Deer

Is the property owner a willing seller? YES* NO

Summary of Property Encumbrances Identified in Preliminary Title Report**: Open Space classification, CASP, Cloud on title to Parcel B, PSE easement, NW Pipeline Easement: See attached.

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

**Attached Preliminary Title Report

4. TYPE OF INTEREST:

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

Warranty Deed *Easement **Other

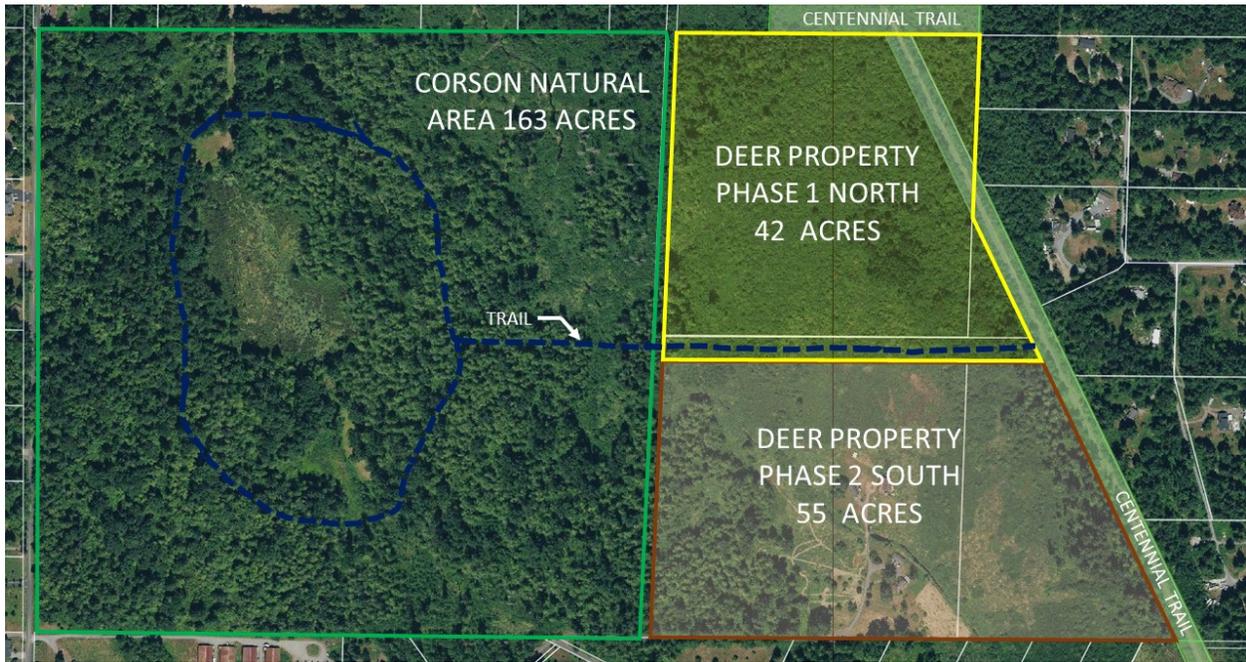
*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

**If ‘Other,’ please explain:

5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project and how the site will be used. 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.

The proposed acquisition is comprised of approximately 42.5 acres of sensitive wetlands that drain from Lake Cassidy and feed Catherine Creek, a stream that supports resident cutthroat trout, Coho salmon, and the following threatened species: Bull Trout, Winter Steelhead, and Summer Steelhead. The long-term goals of this acquisition are two-fold—protection of sensitive habitat, and connectivity from the Centennial Trail to the state owned 163 Corson Natural Area preserve. This acquisition is a phased approach, with the intent to add the remainder of the property in a subsequent Conservation Futures cycle. The owner currently owns approximately 97 acres that he wishes to sell to the County and put into public ownership.





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 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 Naturalist, 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 expertise in managing invasive species and enhancing natural area

functions. All Parks managed properties are regularly monitored and maintained at a level appropriate for the individual site.

Plans to develop compatible public access at this site have not been developed. However, a future camping area that could connect to a total of almost 200 acres of natural wildlife viewing trails might be compatible with a private concessionaire that could provide amenities to campers.

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 licensed Real Estate Broker

*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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$320,000.00	
Improvements		
PROPERTY COSTS SUBTOTAL:	\$320,000.00	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes		
Appraisal review	\$3,000.00	
Appraisal(s)	\$6,000.00	
Baseline inventory		
Boundary survey	\$10,000.00	
Closing (escrow/recording fees)	\$1,250.00	

Cultural resources study		
Demolition		
Fencing		
Hazardous subsidence report		
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance	1,000.00	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$21,250.00	
TOTAL PROJECT COST (Property and Incidental):	\$341,250.00	
MATCH (cash and/or donation) – deduct from total project cost*	[0]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$341,250.00	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	100%	

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 proposed acquisition will preserve approximately 42.5 acres of sensitive wetlands that feed Catherine Creek for fish species, including: resident Cutthroat Trout, Coho Salmon, and the following Threatened Species: Bull Trout, Winter Steelhead, and Summer Steelhead. The WDFW Priority Habitat map identifies the on-site wetlands as freshwater forested/shrub wetlands, which provide priority aquatic habitat. The acquisition will preserve these wetlands and expand protected area provided by the adjacent WDFW Corson property and connect that both to the Centennial Trail.**

2. How does the project conserve opportunities which are otherwise threatened by development? **Current zoning allows for the property to be subdivided and cluster**

development may be possible. Acquisition of this property will prevent future development and, by doing so, provide long-term protection of a significant portion of the Catherine Creek watershed. Further, acquisition will preserve the opportunity to connect the Centennial Trail to the WDFW Corson property. The Corson property is 163 acres and Parks and WDFW have had on-going conversations about the potential for Snohomish County to assume management of the site. The Corson property is a beautiful natural area and is envisioned as a destination to be accessed by trail users. An extensive trail system is established, but a viable connection had not been identified until Mr. Deer indicated interest in selling his property for public use. The potential of a boardwalk access to the Corson property can only be realized by acquisition of this property. As the Centennial Trail continues to expand and the potential for distance travelers to use the corridor becomes more viable, identifying locations for camping is becoming more important. The Deer acquisition conserves multiple opportunities for habitat preservation and valuable recreation.

3. How does the project establish trail corridors and/or natural area linkage? The Centennial Trail currently provides linkage from the City of Snohomish to the Skagit County line and continued expansion to the south and to the Whitehorse Trail are planned. Trail users would benefit from having developed trail based camping accessible by bike, horseback or pedestrian use. The proposed acquisition will provide access to the adjacent 163-acre state owned preserve and would open up a wetland complex that has not been open to the public previously due to physical access constraints. Providing a connection from the trail to existing conservation lands through the proposed acquisition will provide an exponentially larger public access opportunity. Please note that an ecologically sound trail link across the new acquisition will have to be developed.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective? Habitat conservation lands adjacent to protected or publicly owned wetlands are always a priority to add to existing preserves. In this instance, the property is bordered on one side by a state owned preserve and on the other by the Centennial Trail. The State of Washington Department of Fish and Wildlife has worked with Snohomish County Parks to ultimately transfer the Natural Area to the County either by Interlocal Agreement or by deed. The connection to the trail would be required in order to provide a physical connection for the public to enjoy the preserve.

Additionally, 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:

- **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).**
- **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)**
- **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? As noted above, the Washington State Department of Fish and Wildlife owns a 160-acre nature preserve immediately to the west of the proposed Phase 1 property acquisition. Securing the subject property now, and an additional 58 acres in Phase 2 will ensure that a significant portion of Catherine Creek’s riparian zone remains ecologically protected. This complementary conservation and preservation action not only benefits threatened aquatic species in Catherine Creek, but a wide range of wildlife as well. Ultimately, a 260 acre Nature Preserve will result.

The proposed acquisition will ensure that this property is held in perpetuity as open space and for public benefit, as described in RCW 84.34.200. This acquisition meets the intent of the Conservation Futures Program by protecting “...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values.” (Portion of RCW 84.34.20).

The proposed acquisition will be managed as a part of the Snohomish County Parks’ open space program as outlined in the Snohomish County Park and Recreation Element and Snohomish County General Policy Plan. These two documents are developed and adopted as part of the County’s larger Growth Management Act Comprehensive Plan and included extensive public input and review as part of the adoption process. The proposed project will provide needed recreation and open space to County residents and further the goals, policies, objectives and priorities of these documents.

6. Will the project provide regional or community-wide significance? The proposed acquisition will provide regional value. There are not many locations in the world where the public has access to pristine forests and wetlands bisected by a salmon stream. By purchasing the subject Phase 1 property now and the adjacent 42-acres in Phase 2 ,and combining that with the adjacent WDFW Nature preserve, Snohomish County residents will

be privileged to be able to explore this unique habitat with access from the Centennial Trail, and in the future, via a parking area that will to be located on the Phase 2 property.

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)**
- 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;**
 - (b) water supply protection areas (public watersheds) and natural drainage easements;**
 - (d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;**
 - (j) lands that link existing open space and recreation areas;**

8. How does the project provide multi-jurisdictional benefit? The Centennial Trail provides a linkage between two counties, and the cities of Arlington, Marysville, Lake Stevens, and Snohomish. This new Nature Preserve will become an attraction to residents from all of these jurisdictions as well as visitors from around the region.

9. How will the project provide for public use and enjoyment? The subject property is immediately adjacent to the Centennial Trail. In Phase 2, Parks will acquire 58-acres to the south. A system of ecologically sound trails will provide Centennial Trail users access to what will become a 260-acre Nature Preserve where the public will be able to see and enjoy, deep forest, a wide variety of wetlands and Catherine Creek. In the future a parking lot at the Phase 2 site will provide additional access to those not able to use the Centennial Trail. As

previously noted in responses above, this project will become a site that nature lovers from around the region will enjoy.

10. Does this project represent a unique or special opportunity? **The long-term goal of connecting the Centennial Trail to the Corson Natural Area is a unique and special opportunity, by increasing access to 163 acres of publicly owned land that has been inaccessible to the public. Combining the 42.5-acre acquisition in Phase 1 and the additional 42-acres in Phase 2 with the 163-acre Corson Natural Area results in 260- acres surrounding a salmon stream. It is rare for an acquisition to exponentially increase public access with an acquisition of this size.**

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

NO X

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.

Attachment 10 – CF20-07 Laz Property, Addition to Flowing Lake Park



Snohomish County Parks, Recreation & Tourism

Flowing Lake - Laz



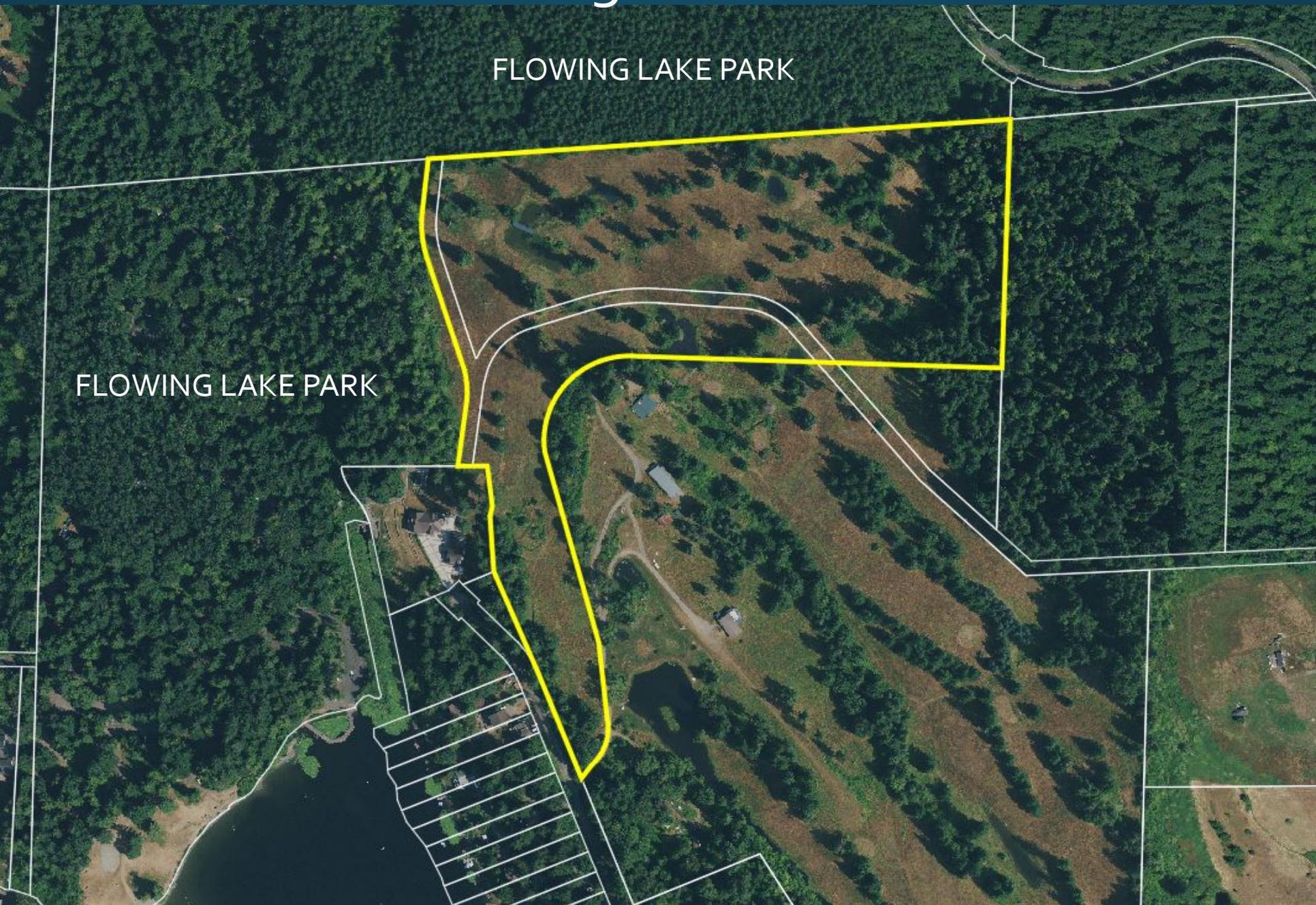


Flowing Lake - Laz





Flowing Lake - Laz



FLOWING LAKE PARK

FLOWING LAKE PARK



Flowing Lake - Laz

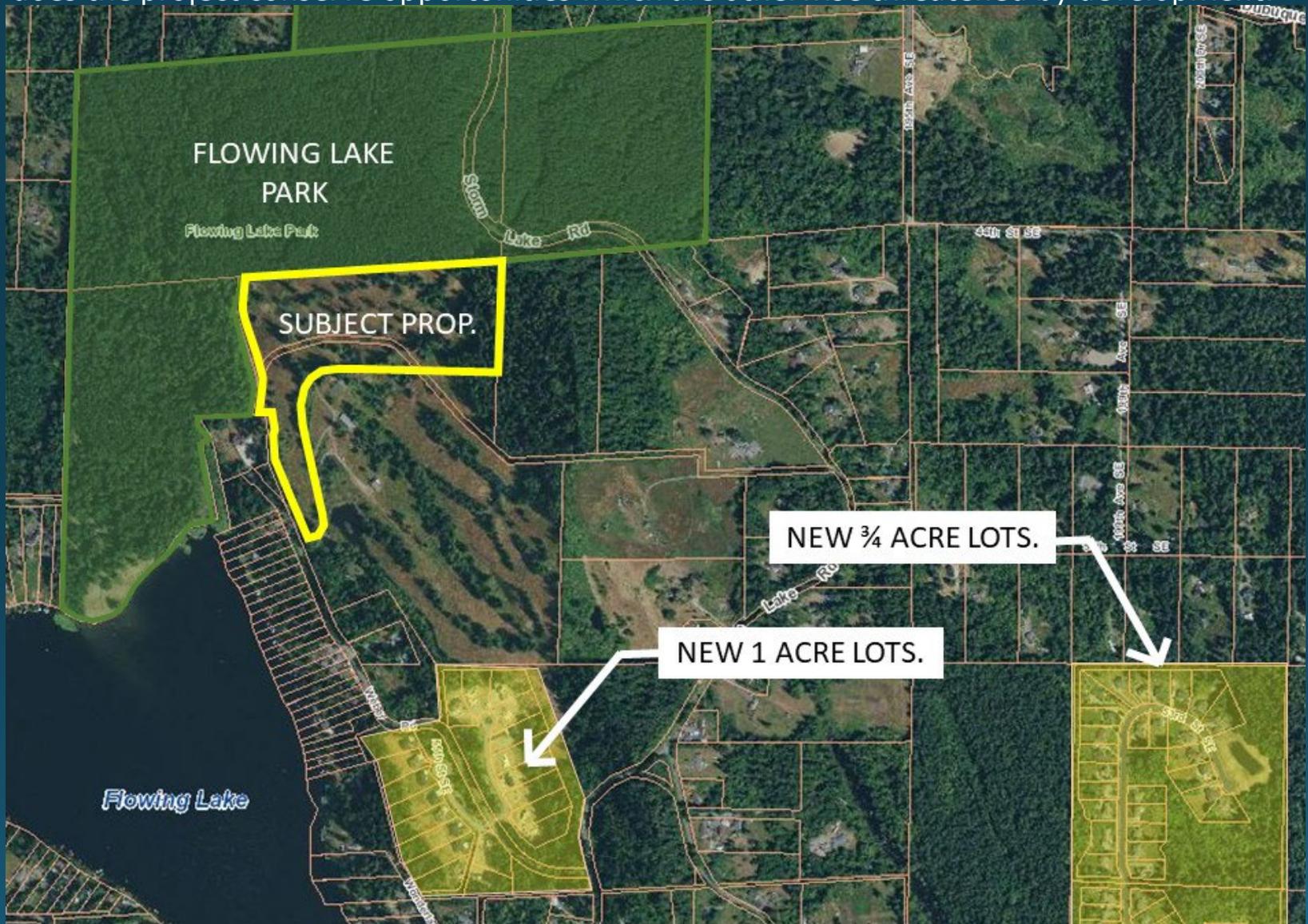
1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?





Flowing Lake - Laz

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



DEVELOPMENT PRESSURE NEAR FLOWING LAKE PARK.



Flowing Lake - Laz

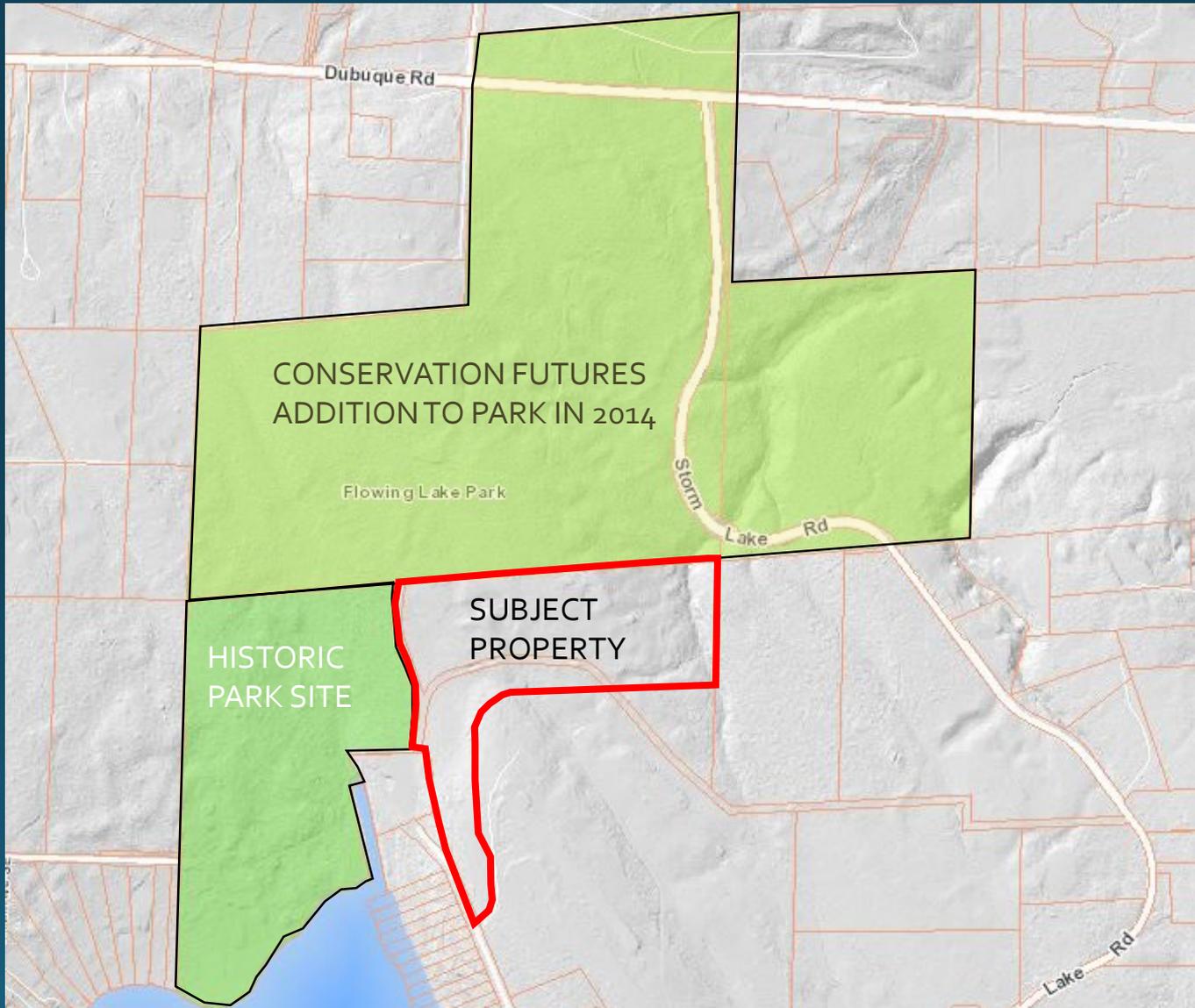
3. How does the project establish trail corridors and/or natural area linkage?





Flowing Lake - Laz

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





Flowing Lake - Laz

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





Flowing Lake - Laz

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





Flowing Lake - Laz

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





Flowing Lake - Laz

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



Photo credit: Portland Audubon



Photo credit: Alyssa Van Lanen

Expanded Recreational Opportunities:
Hiking, Birding, Disc Golf, Camping, etc.



Flowing Lake - Laz

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



- High value property
- Adjacent to existing park
- Great recreational potential
- Not likely to be available again due to development pressure



Flowing Lake - Laz



Thank you!



**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

**APPLICATION FOR CONSERVATION FUTURES FUNDS
FLOWING LAKE - LAZ**



PROGRAM YEAR 2020

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: FLOWING LAKE - LAZ

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20- 07

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		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Laz Property, Addition to Flowing Lake Park

2. AMOUNT REQUESTED (from Cost Worksheet) \$643,000.00

3. PROJECT SPONSOR: Snohomish County Parks, Recreation and Tourism
Address: 6705 Puget Park Drive, Snohomish WA 98296

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

4. CONTACT PERSON:

Name: Kevin Teague Title: Senior Park Planner
Address: 6705 Puget Park Drive, Snohomish WA 98296
Phone: (425)388-6609 Cell Phone: (425)407-2401
Email Address: kevin.teague@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 5001 Weber Road Snohomish WA 98290-8576

Section: 36 Township: 29 Range: 6
Assessor Tax Account Number(s): 00597600000600 and 00597600000602
Property Legal Description (full legal if available): See title report

2. EXISTING CONDITIONS:

Number of Parcels: Portion of 2 Total Acres: Approximately 28
Addition to Existing Site: YES NO If yes, which site: Flowing Lake Park
Current Zoning: R-5
List Existing Structures/Facilities: one pedestrian bridge included in sale
Current Use: Farm and residential, former golf course
Waterfront? (name of body of water): None
Shoreline? (lineal ft.): NA
Owner of Tidelands/Shoreline (State or private): NA

3. CURRENT OWNERSHIP:

Current Owner(s): Stanley Laz
Is the property owner a willing seller? YES* NO
Summary of Property Encumbrances Identified in Preliminary Title Report**: See attached

*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:

Please provide a summary paragraph describing the proposed project and how the site will be used. 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.

Summary:

This property will be added to the acreage of Flowing Lake Park to expand the recreational opportunities at this beloved park. The varied topography and open grassy areas open up some great opportunities for expanding hiking trails, new and different views and a variety of recreational pursuits.

General Description:

The property was once selectively cleared for a private golf course but stands of native trees remain interspersed throughout the grassy open areas once used as golf fairways. The large evergreen trees are predominantly Douglas Fir and Western Red Cedar. There are several small ponds and drainage ways that add to the picturesque quality of this landscape. The only structure within the area that is being acquired is a pedestrian bridge spanning a pond.

Vegetation:

This property is grassy, pasture-like open space with groupings of predominantly native second growth evergreen trees. There is also a mix of native deciduous trees and some deciduous understory plants. The grass areas used to be golf fairways but have not been mowed as such for many years. Currently the owner has cattle on the property.

Threatened & Endangered Species:

There are no known threatened or endangered species on this property. There are wetland areas mostly comprised of small ornamental ponds.

Topography:

This property is a bit of a ridge with a small portion of the eastern part of the site sloping sharply towards Storm Lake Road. This section is quite steep. Most of the site generally slopes toward the west and Flowing Lake. The majority of the site slopes gently with some interesting, highs and lows.

Surrounding Land Uses:

This property is bordered on the west and north property lines by Flowing Lake County Park. The seller of this property will retain the land on the south boundary. The seller has expressed an interest in selling the remainder of the property to include into the park at a future date. There is an undeveloped privately-owned parcel on the east border that is approximately 18 acres.

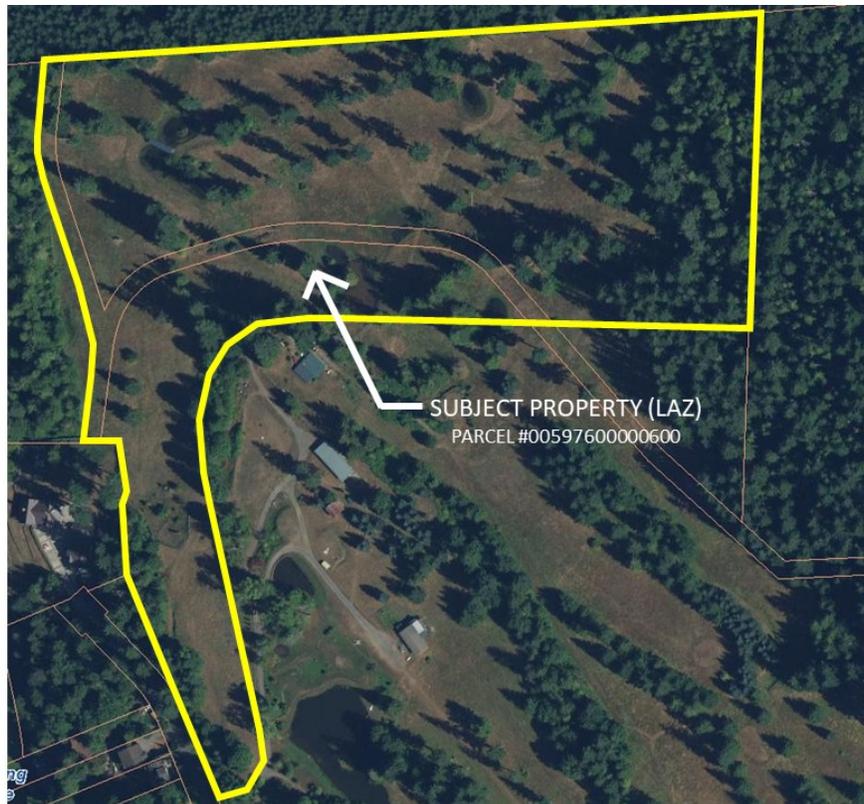
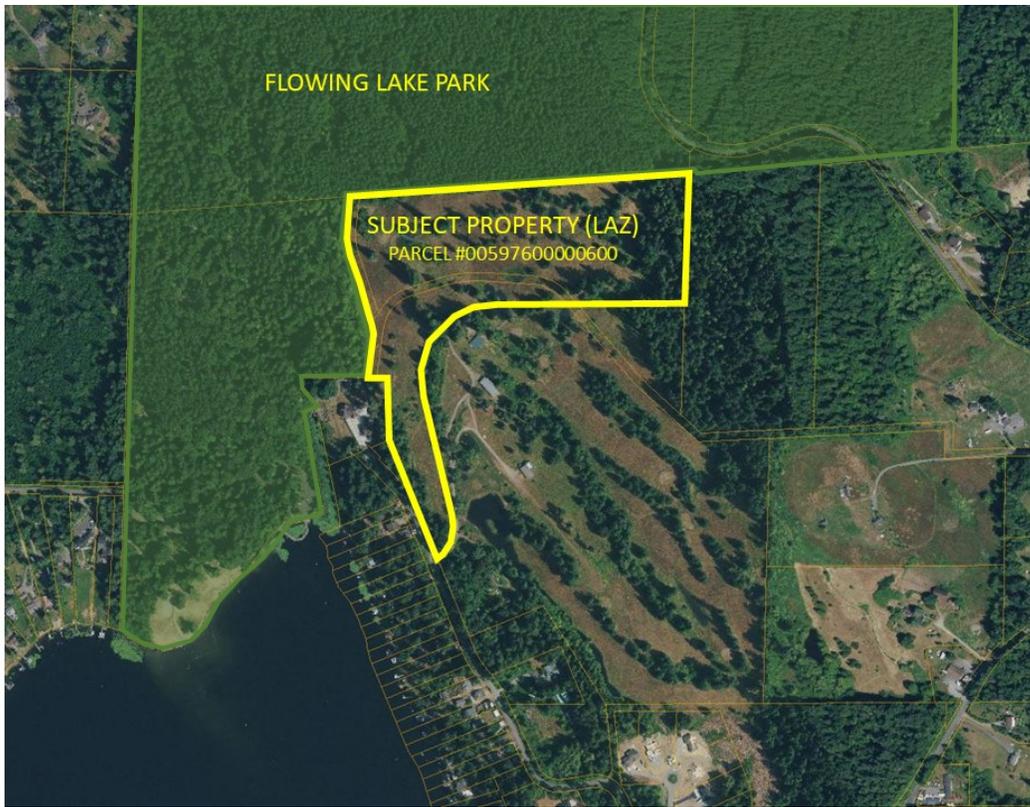
Relationship to Other Parks & Trails:

The great appeal to purchasing this property is that it adjoins Flowing Lake Park on two of its boundaries. Flowing Lake Park with its newly renovated entrance, contains trails, camping, waterfront activities, boat launch and a fishing dock.

Site History:

As mentioned, the property was developed for a golf course, which ceased operations approximately seven years ago. The owner uses the land currently as pasture for his cattle.





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 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. Earliest park acquisitions managed by the County 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. All Parks managed properties are regularly monitored and maintained at a level appropriate for the individual site.

Specific plans for the proposed acquisition have not yet been developed and will be based upon a public process to identify property priorities, while adhering to the intent of the Conservation Futures program and site restrictions.

Snohomish County Parks strives to generate revenue to help support the Parks system and public/private partnerships are sometimes used as 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 acquisition funding.

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):

The estimate of value for this property has been established by a qualified real estate professional.

*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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$600,000.00	
Improvements		
PROPERTY COSTS SUBTOTAL:	\$	
Reimbursable Incidental Costs (as appropriate)		
Applicable taxes		
Appraisal review	\$2,000.00	
Appraisal(s)	\$6,000.00	
Baseline inventory		
Boundary survey	\$22,000.00	
Closing (escrow/recording fees)	\$7,200.00	
Cultural resources study	\$1,000.00	
Demolition		
Fencing		
Hazardous subsidence report	\$3,500.00	
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance	\$2,000.00	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$43,000.00	
TOTAL PROJECT COST (Property and Incidental):	\$643,000.00	
MATCH (cash and/or donation) – deduct from total project cost*	[\$]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$643,000.00	
% 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.**

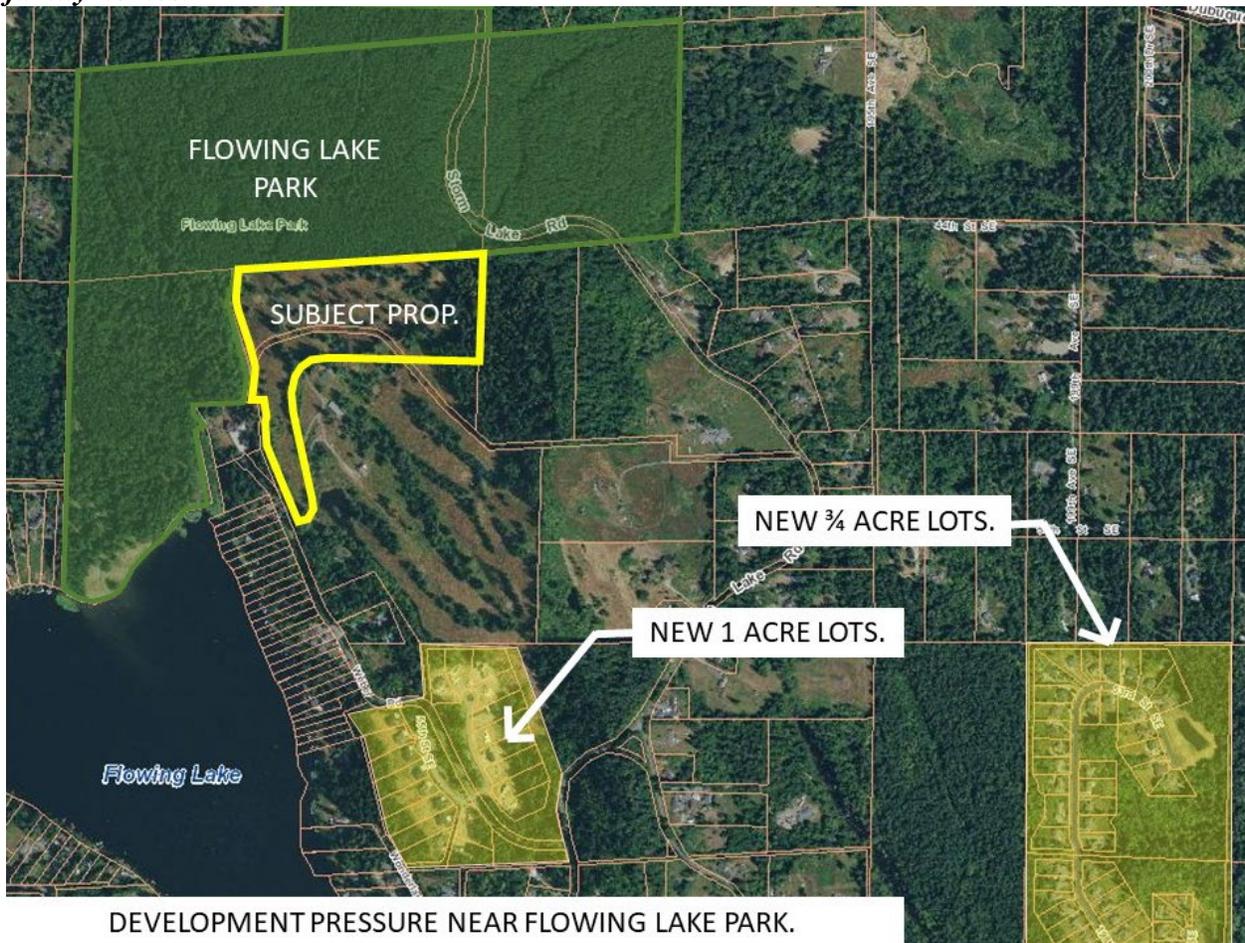
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NOTE: Each project criteria in the application is referenced to a corresponding evaluation guideline in Attachment 2.

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

Purchasing this property will protect it from being developed into a single-family housing development and the land will be included with Flowing Lake Park and preserved as open space. There are examples of the small, permissible single family lot sizes being developed within the immediate vicinity of this property. Protecting the land from this type of development is a primary motivator for the owner to sell his land to Snohomish County. He has received multiple inquiries from developers looking to purchase his land to build single-family homes.



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

This property was used as a private golf course for many years. The owners closed the course in 2008 after they decided that operating it as a golf course was no longer economically feasible. Purchasing this property and including it with Flowing Lake Park will make it accessible open space and provide area for a variety of recreational pursuits. Adding it to the existing almost 195 acres of Flowing Lake Park preserves nearly 219 acres of open space. This site is unique for its ponds and beautiful grassy meadows. While it has great value for the enjoyable scenic opportunities, this property also has great potential for passive recreational opportunities within this acreage. It additionally has the capacity to expand the hiking experience at Flowing Lake Park, not just by adding length of trail but also by adding interesting and beautiful variety to the trails.

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

Acquiring this property expands hiking trail opportunities through and around Flowing Lake Park. It introduces a nice variety once hikers come out of the forested area north of the park and enters the more open picturesque former golf course with its ponds and grassy meadows.

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

This property is a valuable addition to the Flowing Lake Park. The north 157 acres was purchased with Conservation Futures funds in 2014 so this acquisition comprises a continuation of Conservation Futures investment in Flowing Lake Park.

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 that has been developed for Snohomish County. Specific points included in these two documents, which the proposed acquisition addresses are:

- *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)*
- *Identify and protect open space, natural and scenic resources and shoreline areas. (Snohomish County General Policy Plan, Goal LU 10)*
- *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)*

Level of Service Identified Improvements:

- *Make additional improvements to existing parks to serve needs associated with growth, when appropriate (Snohomish County Park and Recreation Element, Recommended Park Improvements – Additional park improvements)*
- *Provide park-based trail access. (Snohomish County Park and Recreation Element, Recommended Park Improvements – Trails)*

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, as described in RCW 84.34.200. This acquisition meets the intent of the Conservation Futures Program by protecting "...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values." (Portion of RCW 84.34.200).

The proposed acquisition will be managed as a part of the Snohomish County Parks' open space program as outlined in the Snohomish County Park and Recreation Element and Snohomish County General Policy Plan. These two documents are developed and adopted as part of the County's larger Growth Management Act Comprehensive Plan and included extensive public input and review as part of the adoption process. The proposed project will provide needed recreation and open space to County residents and further the goals, policies, objectives and priorities of these documents.

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

The proposed project has regional significance. By adding these 28 acres to Flowing Lake Park, it becomes one of the larger Regional County Parks in the area and expands the recreational opportunities for park visitors.

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)*
- *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;

(b) water supply protection areas (public watersheds) and natural drainage easements;

(c) urban and rural landscaped areas, such as public or private golf courses, public or private school yards, cemeteries, active parks and arboretums;

(d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;

(j) lands that link existing open space and recreation areas;

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

This acquisition does not provide multi-jurisdictional benefit.

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

The 28 acres is natural but was developed as a golf course. It is beautiful with many large specimen trees, several small ponds and open grassy meadows. People will enjoy hiking through the property and additionally using it as part of a disc golf course or other types of recreation within the more open areas of the property.

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

The unique features of this property are the open grassy meadows, ponds and highlighted specimen trees. Flowing Lake Park does not have this type of recreational area within the current park boundary. This opportunity will add a unique and beautiful opportunity for park visitors while expanding the recreational opportunities at the park.

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

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

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.

Attachment 11 – CF20-08 Regional Trail Inholdings



Snohomish County Parks, Recreation & Tourism

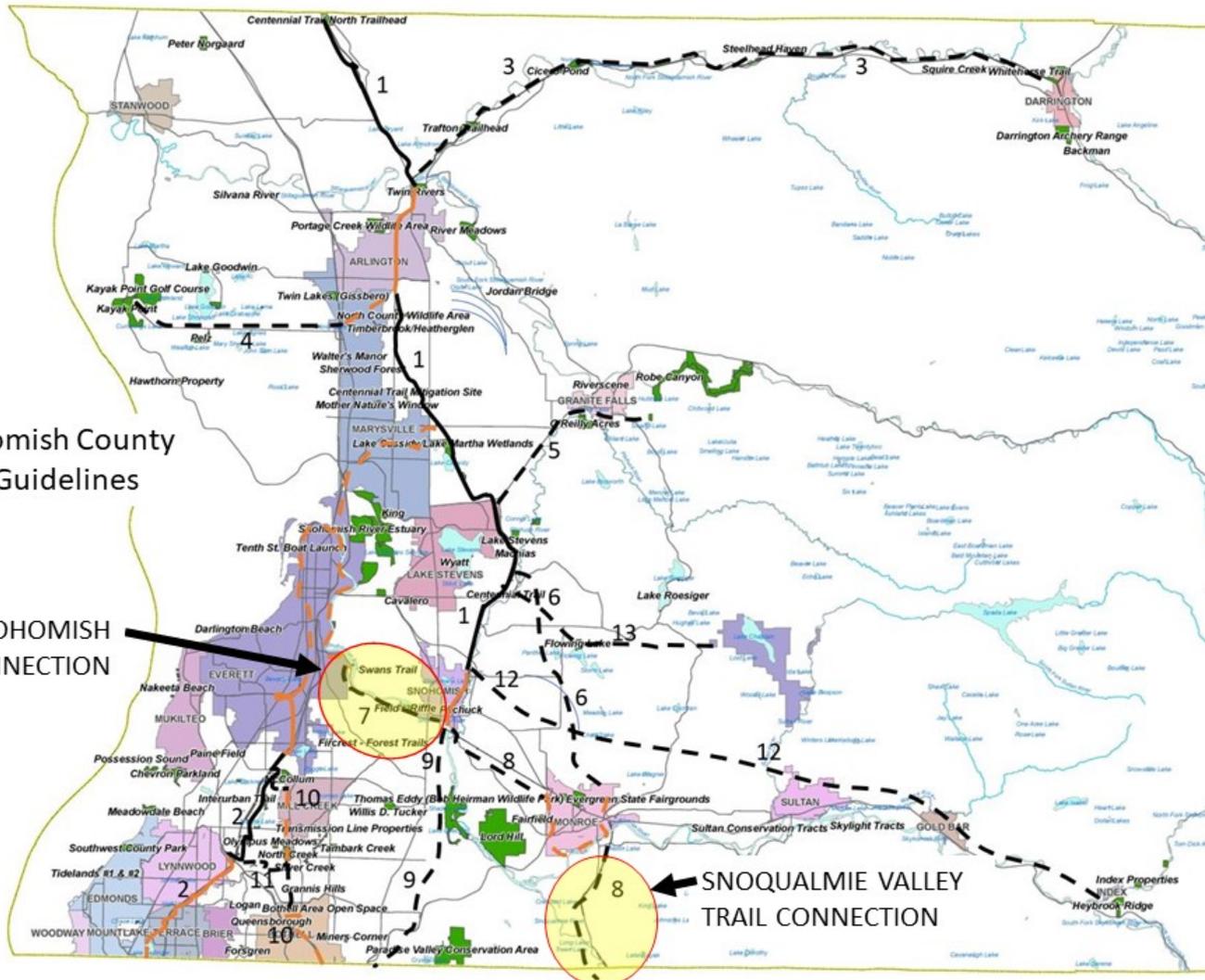
Regional Trail Inholdings



Photo credit: Bikingbiz.com



Regional Trail Inholdings



From: 2012 Snohomish County
Regional Trails Guidelines

EVERETT TO SNOHOMISH
TRAIL CONNECTION

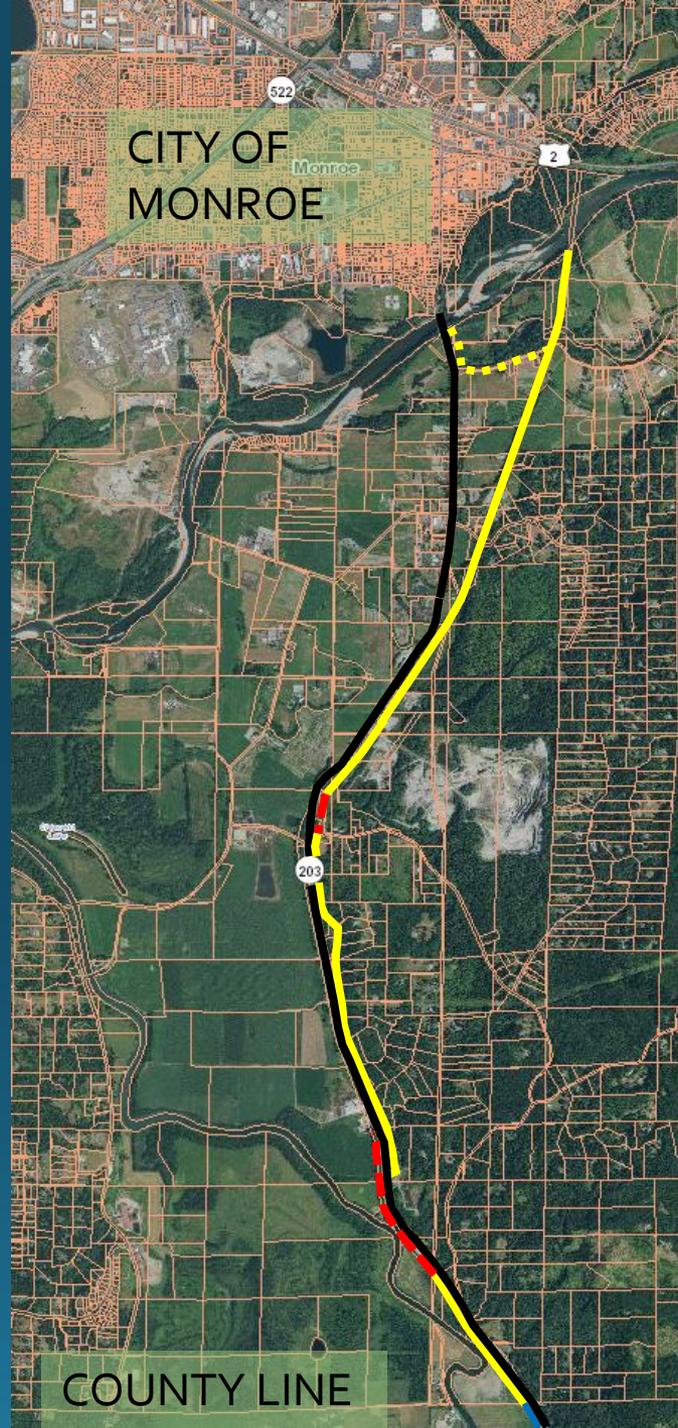
SNOQUALMIE VALLEY
TRAIL CONNECTION



Regional Trail Inholdings

Snoqualmie Valley Trail

- Monroe to South
County Line

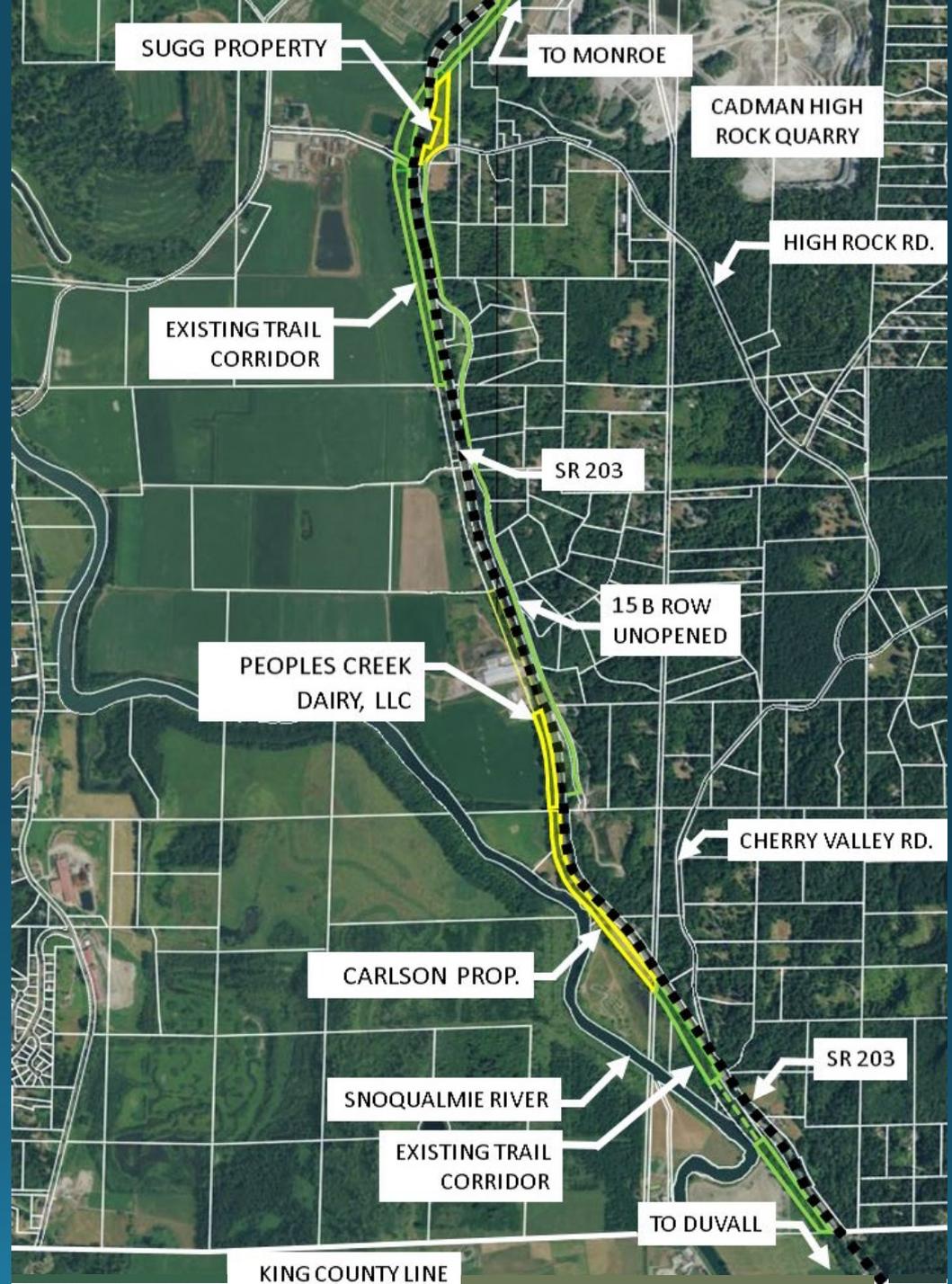




Regional Trail Inholdings

Snoqualmie Valley Trail

- Monroe to South County Line
 - Sugg Property
 - Peoples Creek Dairy Property
 - Carlson Property

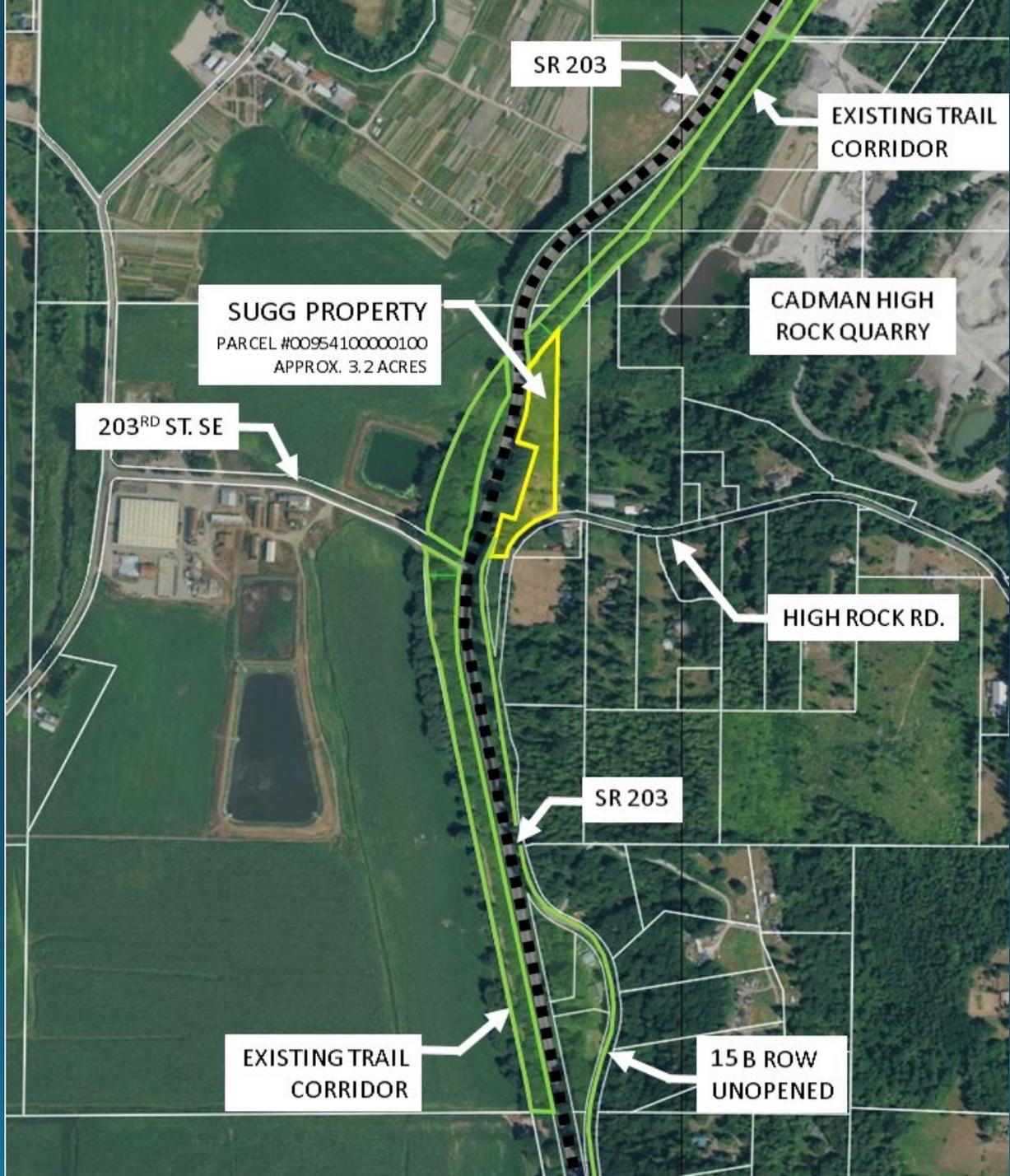




Regional Trail Inholdings

Snoqualmie Valley Trail

- Monroe to South County Line
 - Sugg Property
 - Peoples Creek Dairy Property
 - Carlson Property

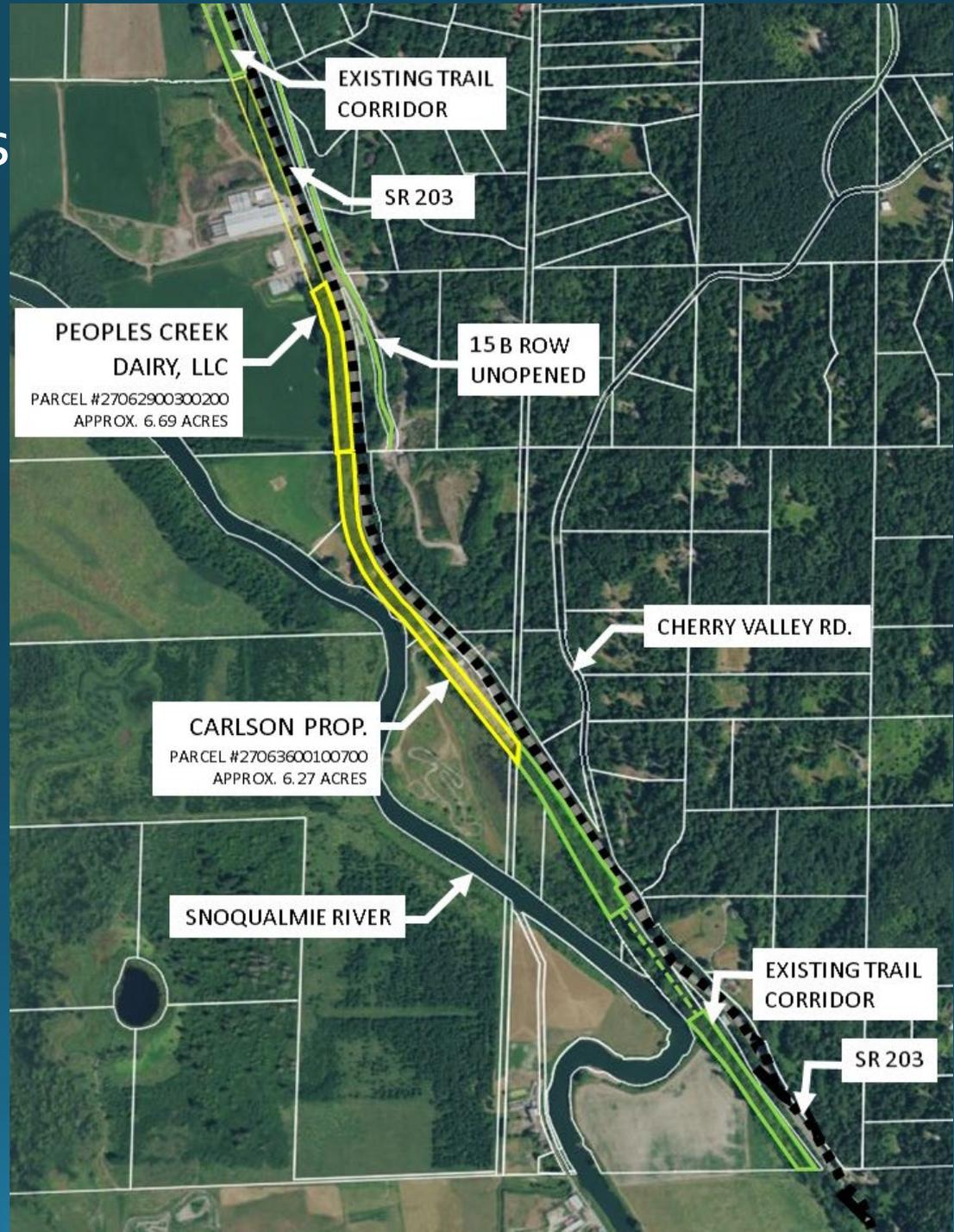




Regional Trail Inholdings

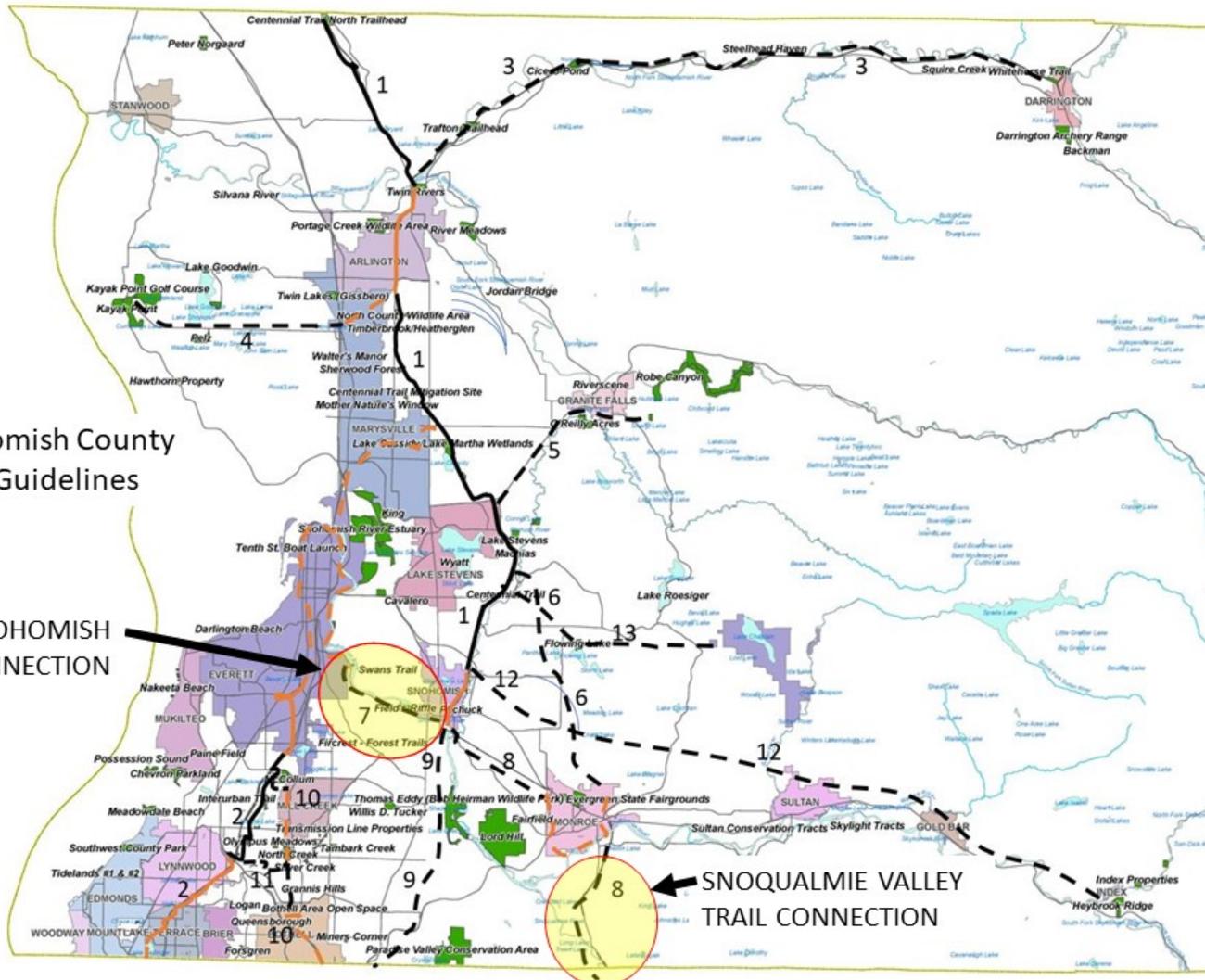
Snoqualmie Valley Trail

- Monroe to South County Line
 - Sugg Property
 - Peoples Creek Dairy Property
 - Carlson Property





Regional Trail Inholdings



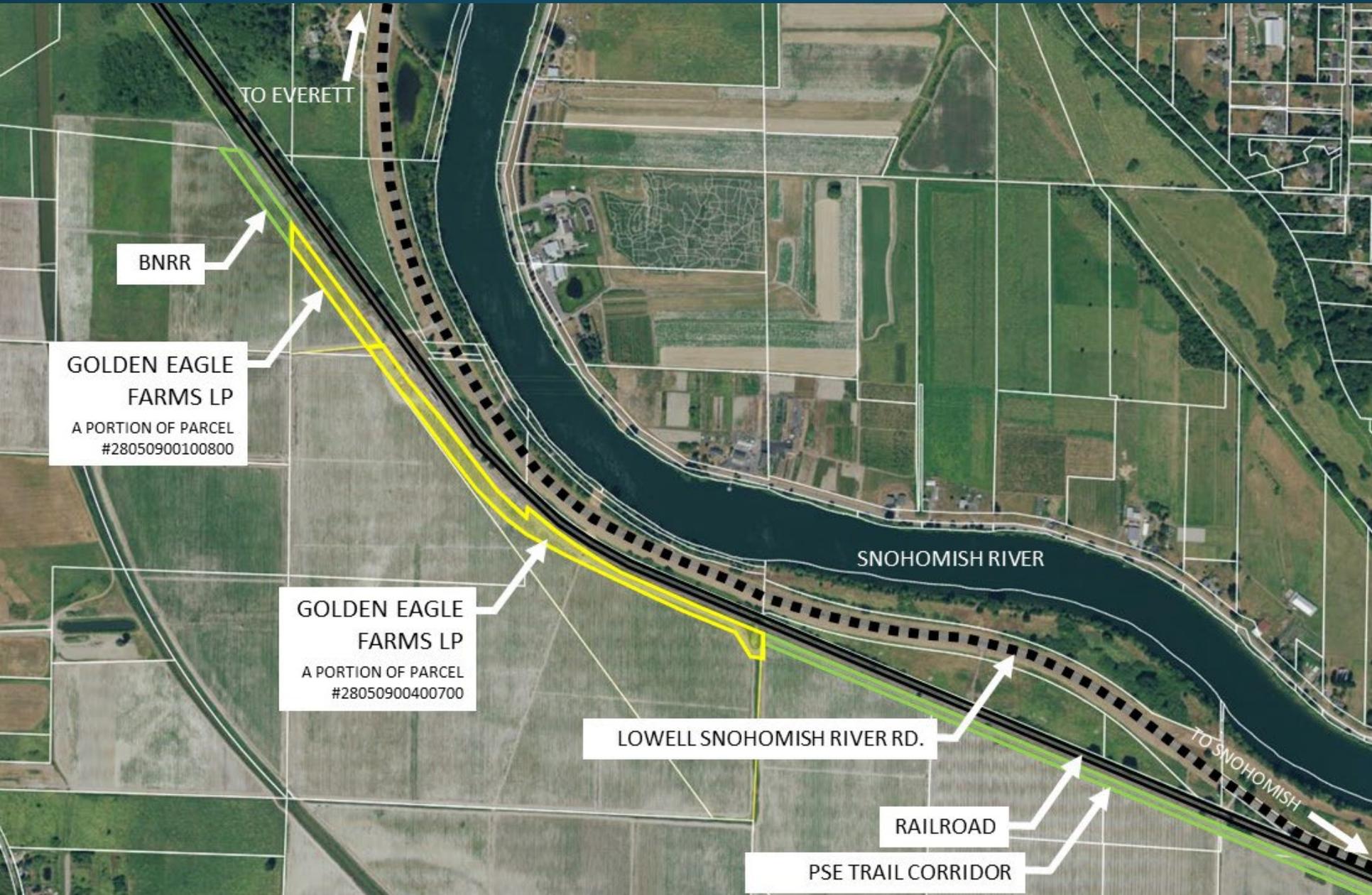
From: 2012 Snohomish County
Regional Trails Guidelines

EVERETT TO SNOHOMISH
TRAIL CONNECTION

SNOQUALMIE VALLEY
TRAIL CONNECTION



Regional Trail Inholdings



TO EVERETT

BNRR

GOLDEN EAGLE FARMS LP
A PORTION OF PARCEL #28050900100800

GOLDEN EAGLE FARMS LP
A PORTION OF PARCEL #28050900400700

SNOHOMISH RIVER

LOWELL SNOHOMISH RIVER RD.

RAILROAD

PSE TRAIL CORRIDOR

TO SNOHOMISH



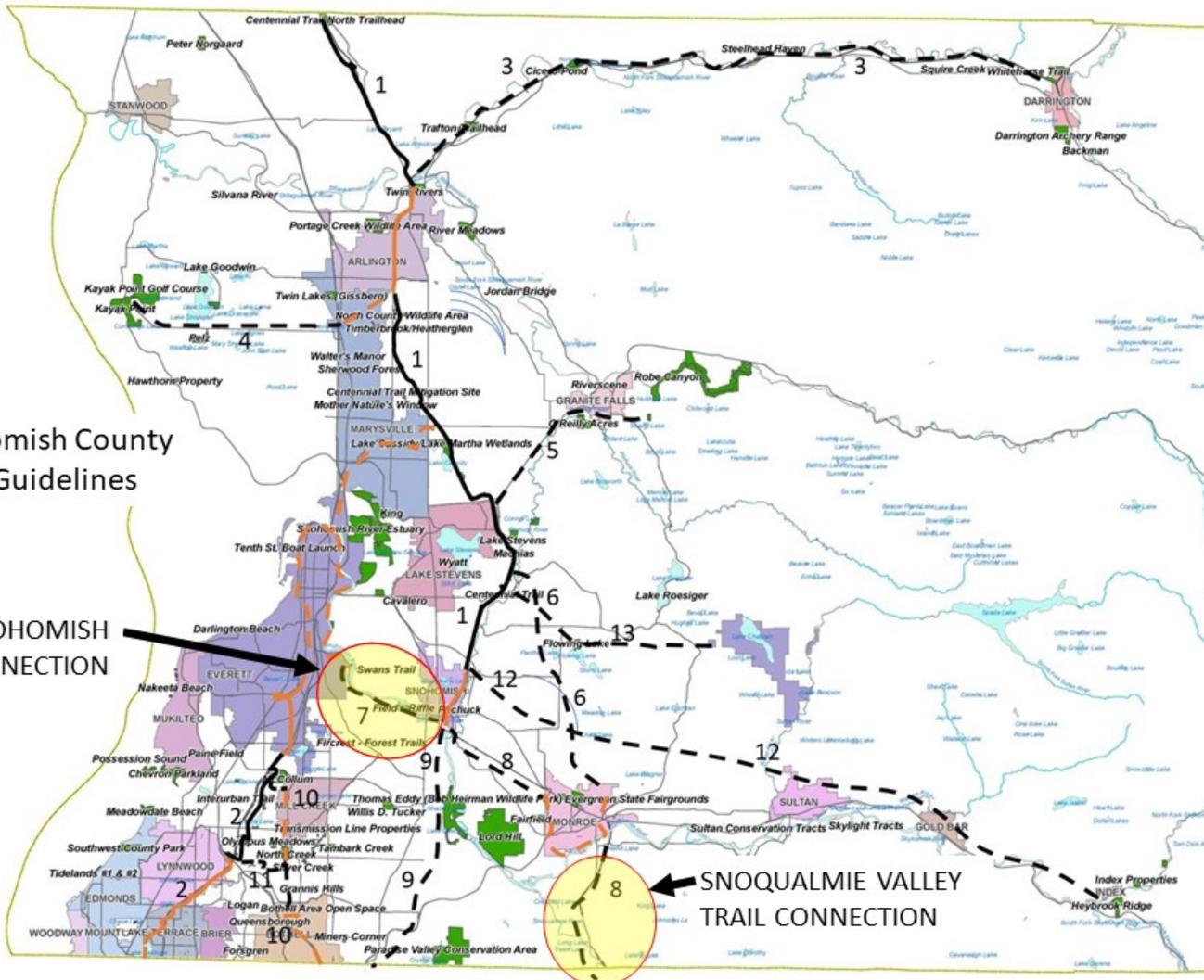
Regional Trail Inholdings

1. To what degree does the acquired property preserve open space, farm and agricultural land and timberlands?
 - *Acquisition protect the contiguous corridor from future development conflicts*
 - *It provides the opportunity to design and build these long awaited regional trail connection*
2. How does the project conserve opportunities which are otherwise threatened by development?
 - *First necessary step to designing and building a regional trail.*
 - *Without these parcels it will be necessary to re-routed the trail*
 - *Adds expense*
 - *Extends timeline*



Regional Trail Inholdings

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





Regional Trail Inholdings

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

- *Providing connecting trails is a goal of Snohomish County*
- *The proposed acquisitions supports several County identified long-term priorities*

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

- *Ensure that this property is held in perpetuity as open space and for public benefit, as described in RCW 84.34.200.*
- *This acquisition meets the intent of the Conservation Futures Program by protecting "...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values." (Portion of RCW 84.34.20).*

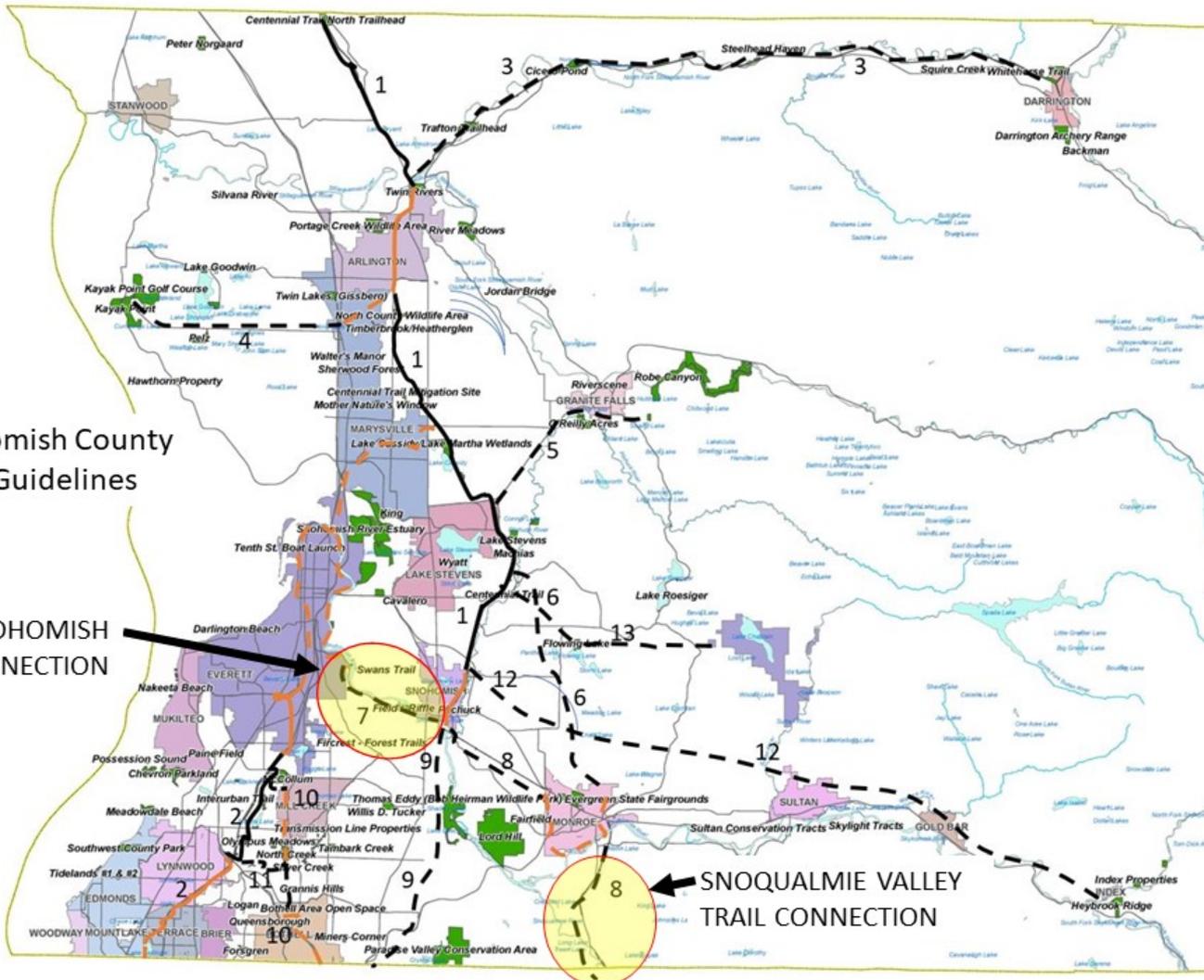


Photo credit: bypedal.typepad.com



Regional Trail Inholdings

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



From: 2012 Snohomish County
Regional Trails Guidelines

EVERETT TO SNOHOMISH
TRAIL CONNECTION

SNOQUALMIE VALLEY
TRAIL CONNECTION



Regional Trail Inholdings

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

- *Developing regional trails will benefit surrounding jurisdictions and communities by allowing connections to their trail systems and aiding in the development of regional trail networks.*
- *It will have a transportation benefit by allowing trail users to commute further distances*

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

- *Completed trail corridors will allow us to move forward with construction of these trails for the public's benefit*
- *Regional trails are some of our most popular park amenities*
 - *Recreational benefit*
 - *Physical fitness benefits*
 - *Transportation benefits*



Photo credit: theChainlink.org



Regional Trail Inholdings

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

- *Yes! There is momentum building for these trails and land is available*
- *We don't want to miss the moment when these lands are available*
- *These are necessary inholding, without them, costs will be more and timelines longer*





Regional Trail Inholdings



Thank you!

Photo credit: Gene Bisbee



**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS
REGIONAL TRAIL INHOLDINGS



PHOTO CREDIT BIKINGBIS.COM

PROGRAM YEAR 2020

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: REGIONAL TRAIL INHOLDINGS

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF20- 08

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		
8		
9		
10		

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Regional Trail Inholdings

2. AMOUNT REQUESTED (from Cost Worksheet) \$ 300,000

3. PROJECT SPONSOR: Snohomish County Parks, Recreation and Tourism

Address: 6705 Puget Park Drive, Snohomish WA 98296

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

4. CONTACT PERSON:

Name: Kevin Teague Title: Senior Park Planner

Address: 6705 Puget Park Drive, Snohomish WA 98296

Phone: (425)388-6609 Cell Phone: (425)407-2401

Email Address: kevin.teague@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: Various locations on the Snoqualmie Valley Trail from Monroe to the south County line, and within the Snohomish Everett Trail corridor, currently under negotiations with Puget Sound Energy

Section: variable Township: variable Range: variable

Assessor Tax Account Number(s): 27063600100700, 27062500101100, 00954100000100, and trail width portions of 28050900100800, 28050900400700

Property Legal Description (full legal if available): tbd

2. EXISTING CONDITIONS:

Number of Parcels: 5 Total Acres: Up to 30 acres

Addition to Existing Site: YES NO If yes, which site: Snoqualmie Valley Trail and the Snohomish Everett corridor that connects to Centennial Trail South

Current Zoning: Ag 10

List Existing Structures/Facilities: None

Current Use: Agriculture, Open Space, Commercial

Waterfront? (name of body of water): None

Shoreline? (lineal ft.): None

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

3. CURRENT OWNERSHIP:

Current Owner(s): Golden Eagle Farms, Patrick Sugg, Peoples Creek Dairy and Brian Carlson Properties

Is the property owner a willing seller? YES* NO To be determined

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

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

Multiple owners. 2 willing landowners identified, 2 uncontacted

**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:

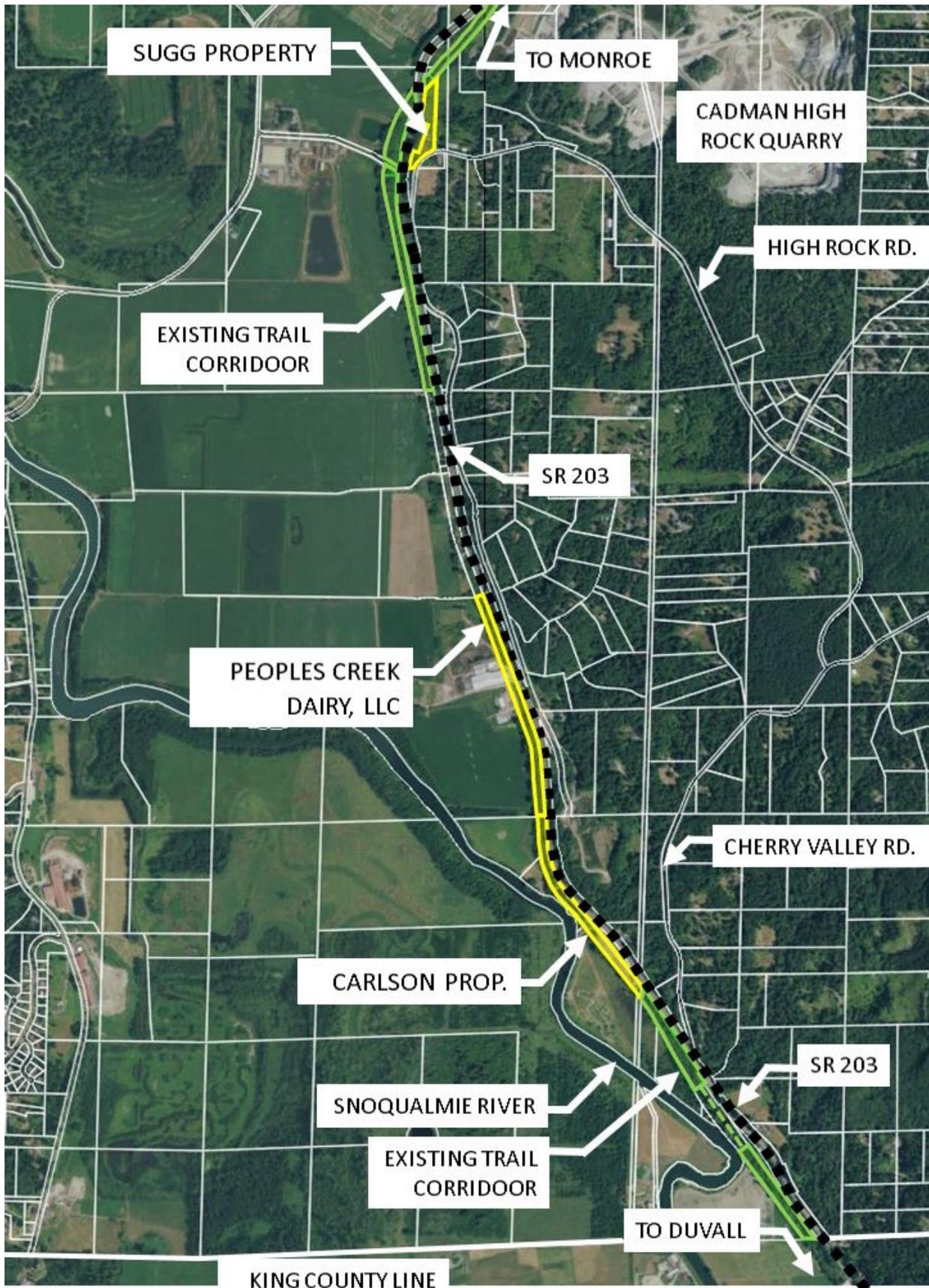
5. PROJECT/SITE DESCRIPTION:

Please provide a summary paragraph describing the proposed project and how the site will be used. 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.

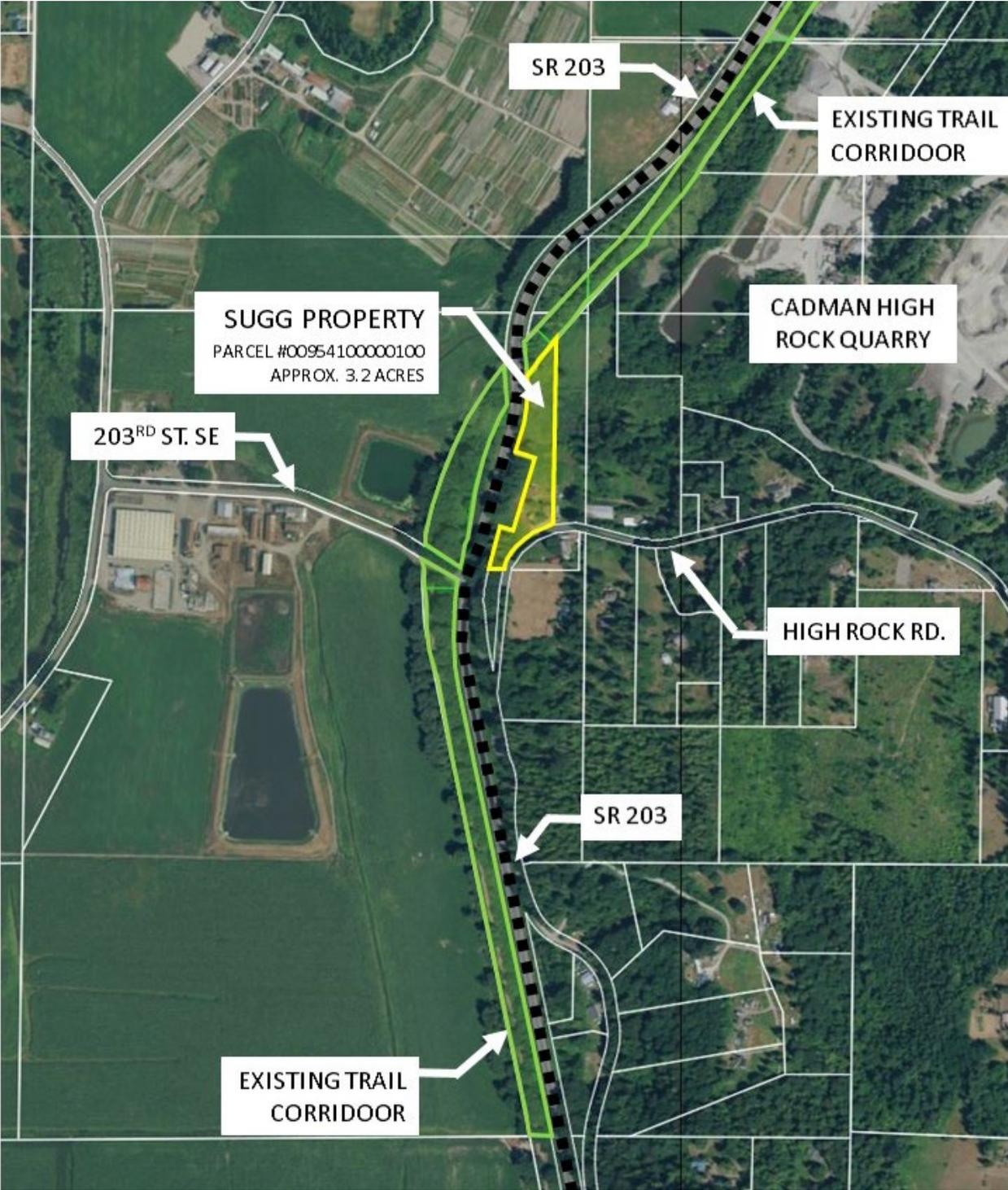
Summary:

These trail corridors, Monroe to the south County line and Everett to Snohomish, are almost entirely held in public ownership with the exception of several privately owned inholdings. These inholdings have been identified as a high priority for acquisition as the County prepares for future design and construction phases of these vital regional trail systems.

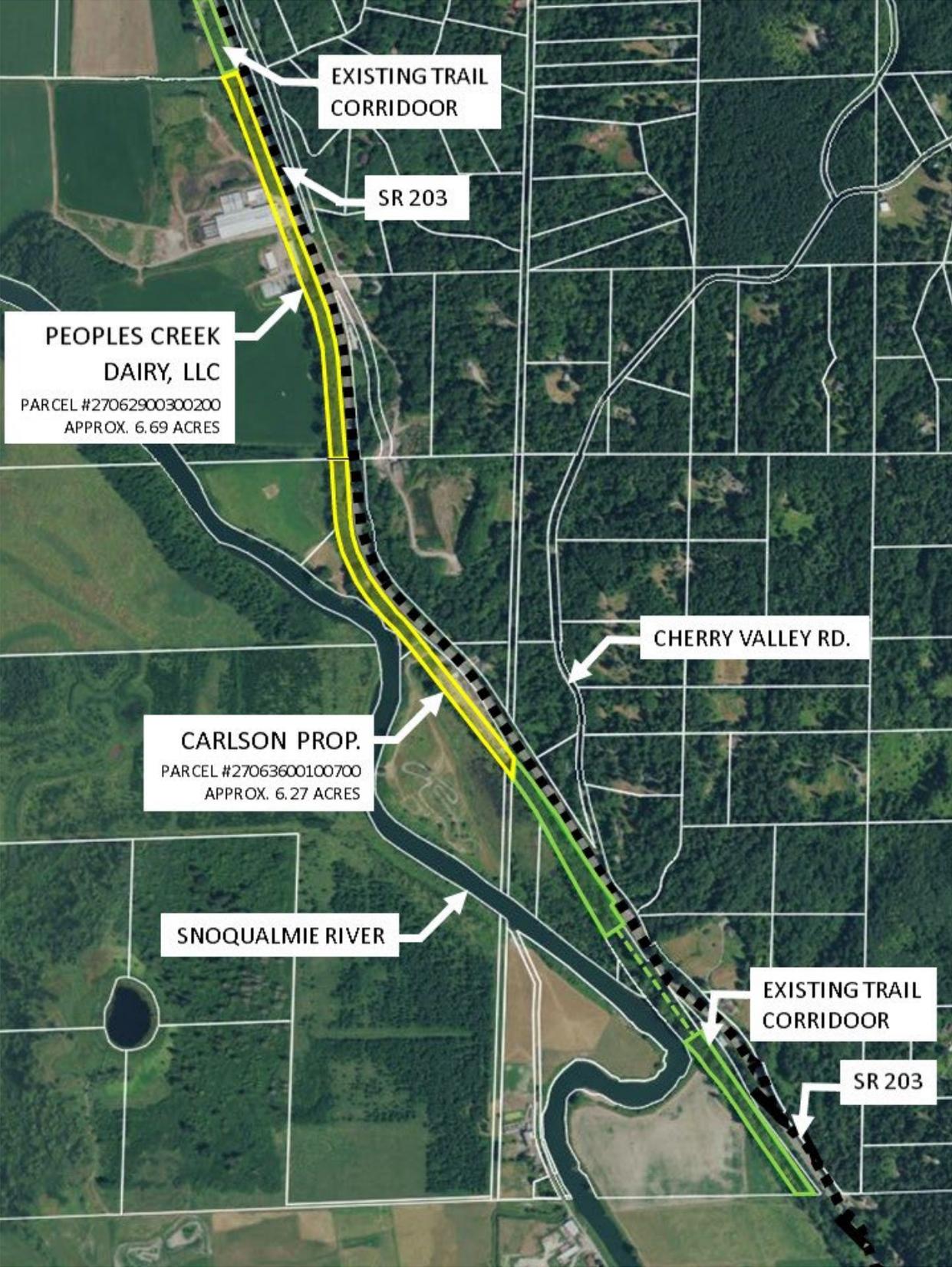
The goal of this grant is to identify and acquire all private inholdings by negotiating with willing landowners within these corridors. If successful, this project will provide a contiguous regional trail corridor under public ownership. These private inholdings have been identified as critical junctions necessary to move to design and construction phases. Successful acquisition of these properties will unlock potential federal and state grant opportunities.



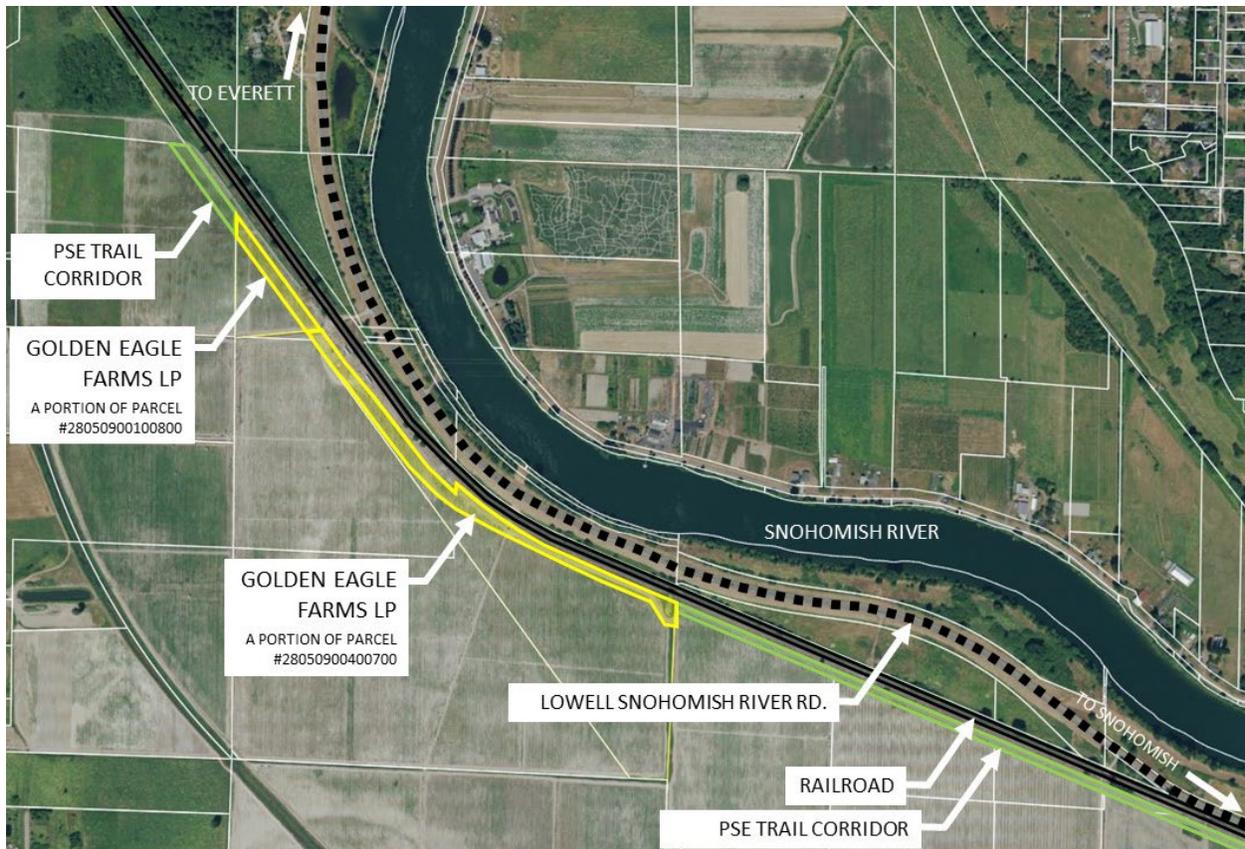
Snoqualmie Valley Trail Corridor – Monroe to Duvall



Snoqualmie Valley Trail Corridor – Sugg Property



Snoqualmie Valley Trail Corridor – Peoples Creek Dairy and Carlson Properties



Lowell to Snohomish Trail Corridor – Golden Eagle Farms Properties

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 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. Earliest park acquisitions managed by the County 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. All Parks managed properties are regularly monitored and maintained at a level appropriate for the individual site.

Specific plans for the proposed acquisition have not yet been developed and will be based upon a public process to identify property priorities, while adhering to the intent of the Conservation Futures program and site restrictions.

Snohomish County Parks strives to generate revenue to help support the Parks system and public/private partnerships are sometimes used 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 acquisition funding.

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):

One of the above methods will be used to estimate the value and negotiate the sale price. Where appropriate, we will use an independent appraisal.

*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://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$236,000.00	
Improvements		
PROPERTY COSTS SUBTOTAL:	\$236,000.00	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes	\$2,000.00	
Appraisal review	\$10,000.00	
Appraisal(s)	\$20,000.00	
Baseline inventory		
Boundary survey	\$20,000.00	
Closing (escrow/recording fees)		
Cultural resources study		
Demolition		
Fencing		
Hazardous subsidence report	\$8,000.00	
Noxious weed control		
Other (Specify)		
Signage		
Title reports/insurance	\$4,000.00	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$64,000.00	
TOTAL PROJECT COST (Property and Incidental):	\$	
MATCH (cash and/or donation) – deduct from total project cost*	[\$]	
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$ 300,000.00	
% 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?

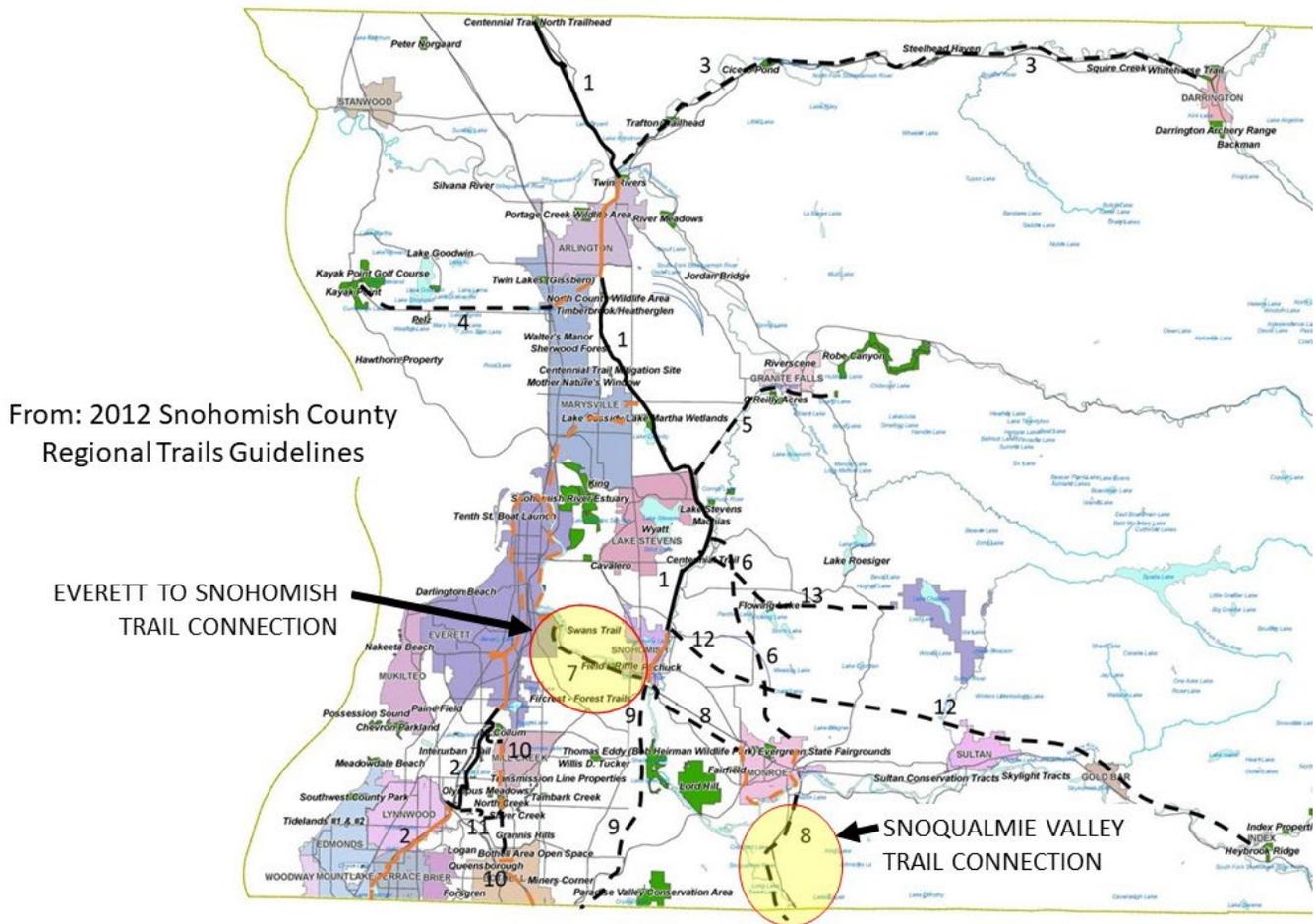
Purchasing these properties will protect the contiguous corridor from future development conflicts and will add to the existing contiguous trail corridor. Purchasing these inholdings will provide an opportunity to design and build this long awaited regional trail system.

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

Having a continuous trail corridor in public ownership is the first step necessary prior to designing and building a regional trail. If these properties remain in private ownership the trail will need to re-routed at great expense, significantly increasing the cost and development timeline.

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

We are specifically looking to purchase properties that are within the trail corridor from Duvall to Monroe and Snohomish to Lowell. The Lowell trail will then connect into Everett's future trail system. These are the last private inholdings within the entire Snohomish County system that will connect the Centennial and Snoqualmie Valley Trails north - south from Mount Vernon to Woodinville, and east – west from Everett to Duvall. See map below.



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

Snohomish County Parks began acquiring the east - west corridor in 1990. The majority of the former BNSF corridor was acquired with the long term goal of developing a regional trail system to connect multiple cities, including Duvall, Monroe, Snohomish, Lowell, and Everett. Snohomish County began acquiring the north - south corridor from the Skagit County line to Snohomish in 1990 and completed the majority of the acquisition in 2016 with acquisition of the corridor from Snohomish to Woodinville. The PSE owned corridor from Snohomish to Lowell is under negotiations currently and will add the last major missing link to the entire regional corridor from Duvall to Lowell. The only missing links now are several small private inholdings that would be prohibitively expensive to avoid and route around. Purchasing these inholding properties completes sections of trail corridors and prepares them for the development of the actual trail.

The proposed acquisitions 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:

- *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)*
- *Identify and protect open space, natural and scenic resources and shoreline areas. (Snohomish County General Policy Plan, Goal LU 10)*
- *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)*

Level of Service Identified Improvements:

- *Make additional improvements to existing parks to serve needs associated with growth, when appropriate (Snohomish County Park and Recreation Element, Recommended Park Improvements – Additional park improvements)*
- *Provide park-based trail access. (Snohomish County Park and Recreation Element, Recommended Park Improvements – Trails)*

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, as described in RCW 84.34.200. This acquisition meets the intent of the Conservation Futures Program by protecting "...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values." (Portion of RCW 84.34.20).

The proposed acquisition will be managed as a part of the Snohomish County Parks' open space program as outlined in the Snohomish County Park and Recreation Element and Snohomish County General Policy Plan. These two documents are developed and adopted as part of the County's larger Growth Management Act Comprehensive Plan and included extensive public input and review as part of the adoption process. The proposed project will provide needed recreation and open space to County residents and further the goals, policies, objectives and priorities of these documents.

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

Acquisitions that complete trail corridors will have regional and community wide significance. For instance, a continuous Snoqualmie Valley Trail will connect to King County's Snoqualmie Valley Trail and to other trail systems in other regions. The Everett to Snohomish Trail will connect to the Centennial and Interurban Trails. These connect to a network of other trails in all directions and have a regional and community significance.

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

As noted previously, the proposed acquisitions 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)*
- *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;

(j) lands that link existing open space and recreation areas;

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

Adding inholding properties and completing trail corridors will benefit surrounding jurisdictions and communities by allowing connections to their trail systems and aiding in the development of regional trail networks.

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

These acquisitions will be included within the regional trail systems in perpetuity. Regional trails are some of our most popular park amenities that provide not only recreational benefit but also physical fitness and transportation benefits.

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

This is an important time to acquire inholding properties as momentum and energy is gathered towards the construction of regional trails. It is important to acquire these lands when they are available because they are critical to the completion of these trails and if they remain in private ownership, portions of the trails may need to be rerouted which will add significant expense and delay to their development.

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

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

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.

Attachment 12 – CFPA Board 2020 Funding Recommendation to SCC

2020 Conservation Futures Program – CFPA Board Final Funding Recommendation, June 25, 2020

CF Code	Name of Project	Name of Applicant	Grant Ask	Ranking	Funded Y/N
CF20-01	Brekhus Riverfront	Thomas Hartzell, Snohomish County Parks	\$55,349.36	1	Y
CF20-02	Catherine Creek-Centennial Trail Connection	Thomas Hartzell, Snohomish County Parks	\$341,250.00	2	Y
CF20-03	Darrington Recreation Connection Project	Dan Rankin, Mayor of Darrington	\$157,000.00	3	Y
CF20-04	Bear Creek Headwaters	Kevin Teague, Snohomish County Parks	\$381,250.00	Not Ranked	No
CF20-05	Tillman Farm Conservation Easement	Darcey Hughes, Forterra	\$300,000.00	4	Y
CF20-06	Chase Properties, Addition to Heybrook Ridge County Park	Kevin Teague, Snohomish County Parks	\$209,500.00	Not Ranked	No
CF20-07	Laz Property, Addition to Flowing Lake Park	Kevin Teague, Snohomish County Parks	\$643,000.00	Not Ranked	No
CF20-08	Regional Trail Inholdings	Kevin Teague, Snohomish County Parks	\$300,000.00	5	Y
CF20-09	East Monroe Heritage Site	Denise Johns, Senior Park Planner	\$250,000.00	Not Ranked	No
	2020 Conservation Futures Program	TOTAL FINDING REQUEST	\$ 2,637,349.36		
	Total funding recommendation	Projected Total funding available \$2,247,361.86	\$ TBD		\$1,153,599.36