CALL TO ORDER

The meeting was called to order by Board Chair Stephanie Wright at 5:35pm.

INTRODUCTION OF BOARD MEMBERS

Board Chair Stephanie Wright asked each board member & staff member to introduce themselves.

APPROVAL OF MINUTES

1) March 24, 2021, Regular Meeting (Attachment 1)

Board Chair Stephanie Wright asked for additions or corrections to the March 24, 2021, regular meeting minutes. None were offered. Board Member Ken Klein moved to approve the minutes as written. Board Member Sam Low seconded, and the motion carried 7/0.

PUBLIC COMMENT

Board Chair Stephanie Wright opened the floor for public comments.

1) Micky Gunderson, Community Member: Expressed gratitude for all the hard work in support of the Board’s conservation efforts, attending to support Little Bear Creek project as well.

2) Celia Jensen, Community Member: Expressed that her attendance is to answer questions and provide background for conservation efforts to preserve Little Bear creekfront lots.

STATUS OF CURRENT PROJECTS

Board Staff Kye Iris summarized the status of ongoing projects (Attachment 2).

Staff Member Kye Iris updated the Board on the status of ongoing Conservation Futures funded projects. There were no questions on the status of current projects from the Board.
6. GRANT PRESENTATIONS

Board Chair Stephanie Wright began formal presentations and explained to presenters and board members that presentations were 5 minutes in length and that there would be 5 minutes for questions from board members after each presentation.

1) CF21-02, Flowing Lake, Laz Addition, Thomas Hartzell, Senior Planner, Parks Division, DCNR (Attachment 3)

Thomas Hartzell, Senior Planner from the Parks, Recreation and Tourism Division of the Snohomish County Department of Conservation and Natural Resources presented the Flowing Lake, Laz Addition.

2) CF21-04, Bear Creek Headwaters, Emily Griffith, Senior Planner, Parks Division, DCNR (Attachment 4)

Emily Griffith, Senior Planner from Parks, Recreation and Tourism Division of the Snohomish County Department of Conservation and Natural Resources presented the Bear Creek Headwaters project.

3) CF21-05, Little Bear Creek Acquisition, Adam Jackson, Watershed Steward, SWM Division, DCNR (Attachment 5)

Adam Jackson, Watershed Steward from the Surface Water Management Division of Snohomish County Department of Conservation and Natural Resources presented the Little Bear Creek Acquisition.

4) CF21-06, Sprague’s Pond Acquisition, Monica Thompson, Senior Park Planner, City of Lynnwood (Attachment 6)

Monica Thompson, Senior Park Planner, City of Lynnwood presented the Sprague’s Pond Acquisition. Summarize presentation & questions.

5) CF21-07, Ventures Property Site, Monroe, Megan Darrow, Surface Water Program Analyst, City of Monroe (Attachment 7)

Megan Darrow, Surface Water Program Analyst, City of Monroe presented the Ventures Property Site.

7. BOARD DELIBERATIONS

1) Review of Program Fund Balance

After the presentations, Board Chair Stephanie Wright asked board staff to review the available funding for this grant round. Board staff Sharon Swan reviewed the Conservation Futures Program fund balance report with the board and reported that there is approximately $4.5 million dollars in available funding available. Discussion followed.

2) Project Scoring & Funding Recommendation

The board deliberated. After discussion, Board Chair Stephanie Wright asked for a motion to fund recommended projects. Board Member Sam Low moved to fund all projects at the requested amounts. Stephanie Wright explained that the board recommendation would need to be ratified by the County Council.

The projects to be funded included (Attachment 8):

1) CF21-02, Flowing Lake, Laz Addition, Funding Request -

2) CF21-04, Bear Creek Headwaters
3) CF21-05, Little Bear Creek Acquisition
4) CF21-06, Sprague’s Pond Acquisition
5) CF21-07, Ventures Property Site, Monroe

Board Member Kyoko Matsumoto Wright seconded, Board Member Ken Klein concurred, and the motion carried unanimously.

12. SCHEDULE NEXT MEETING
1) The board agreed by consensus to schedule the spring meeting in early February of 2022.

12. COMMENTS FROM THE BOARD

Stephanie opened the topic of a conservation futures bond and asked staff member Sharon Swan to present a summary for discussion:

Staff Member Sharon Swan presented a summary of discussions with Division Manager Bridgid Smith regarding projected yearly revenue projections and expenditures that takes into consideration the cost savings for refinancing of the existing current bond debt and considering additional bond opportunity. Staff Member Sharon Swan provided a spreadsheet with the estimates. The current projected yearly income for Conservation Futures is approximately $4,100,000.00 per year with debt service at $2,030,000.00, operating costs at 15% or $615,000.00, and indirect costs at $60,000.00. Estimates were provided for a new bond at $16,000,000.00 at 2.25% that would cost approximately $1,000,000 per year.

Refinancing the existing bond debt at a lower rate of approximately 1.5%, would result in $125,000.00 per year cost savings, leaving approximately $1,500,000 net per year in additional bonding capacity. The net yearly available funds for new projects would be approximately $500,000.00 per year. This estimate considers the increased additional Operation and Maintenance funding currently under consideration and allows additional buffer in case of an economic downturn and subsequent low tax collection year. DCNR Director Tom Teigen provided comments regarding the 2.25% bond rate, believing that the rate could potentially be lower, and provided additional background and goals for additional bonding for enterprise-based projects that have potential to generate revenue throughout DCNR, including the Fair Park. Board Member Ken Klein commented that the timing is consistent with the bond programs that the County Council will be considering shortly during this time of very cheap money.

Board Chair Stephanie Wright expressed support for the bond proposal and commented on the ability regarding strategic use of funds to be considered. She stated that refinancing makes sense and advocates for taking advantage of the opportunity to preserve properties in jeopardy while rates are low.

Board Members Ken Klein and Sam Low expressed support for the opportunity to make significant strategic impacts now, even though future bond rounds would be limited to approximately $500,000.00 per year. Board Member Mike Quinn expressed concerns about competing priorities for low-income housing and developer interest in buildable lands. He asked how the County Council weighs competing priorities? Board Chair Stephanie Wright and Staff Member Sharon Swan responded with comments regarding collaboration with developers and their support for parks and trails that support higher property values.

Board Chair Stephanie Wright called for a motion to pursue bond funding for additional conservation futures funds. Board Member Mike Quinn moved to advise the County Council to fund a bond with a payback amount of $1,000,000 per year, up to $16,000,000 total bond amount. Board Member Ken Klein seconded the motion, which carried unanimously.
The meeting was adjourned at Adjourned at 7:27 p.m.

ATTACHMENTS
Attachment 1 – March 24, 2021, Regular Meeting Minutes
Attachment 2 – Project Status Report
Attachment 3 – CF21-02, Flowing Lake, Laz Addition, Thomas Hartzell, Senior Planner, Parks Division, DCNR
Attachment 4 – CF21-04, Bear Creek Headwaters, Emily Griffith, Senior Planner, Parks Division, DCNR
Attachment 5 – CF21-05, Little Bear Creek Acquisition, Adam Jackson, Watershed Steward, SWM Division, DCNR
Attachment 6 – CF21-06, Sprague’s Pond Acquisition, Monica Thompson, Senior Park Planner, City of Lynnwood
Attachment 7 – CF21-07, Ventures Property Site, Monroe, Megan Darrow, Surface Water Program Analyst, City of Monroe
Attachment 8 – Board Funding Recommendation Table

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

AMERICANS WITH DISABILITIES ACT NOTICE: Snohomish County facilities are accessible. The county strives to provide access and services to all members of the public. Sign language interpreters and communication materials in alternate form will be provided upon advance request of one calendar week. Dave McConnell at 425-388-6627 or by email at david.mcconnell@snoco.org.
Attachment 1 – March 24, 2021, Regular Meeting Minutes
1. CALL TO ORDER  
   The meeting was called to order by Board Chair Sam Low at 5:32 pm.

2. RETIRING BOARD MEMBER RECOGNITION OF SERVICE  
   Board Chair Sam Low introduced retiring Board Member Carla Nichols, Mayor of the Town of Woodway and read a brief biographical summary (Attachment 1). Mayor Nichols retired as Mayor of Town of Woodway and as a member of the Conservation Futures Program Advisory Board in December 2020. Board Chair Sam Low also presented Mayor Nichols with a certificate recognizing her 10+ years of service. A tree of her choice will also be provided and planted at a location of her choosing.

   Board Chair Sam Low then opened the floor for comments. Board members, staff and members of the audience spoke and thanked Mayor Nichols for her service. Mayor Nichols also spoke and shared that she greatly enjoyed the opportunity to serve on the board and to preserve so many great open space sites. She also spoke of her work to acquire and develop Deer Creek Park in Woodway and of how much the community used and appreciated the park.

3. ELECTION OF 2021 BOARD CHAIR & VICE-CHAIR  
   2020 Board Chair Sam Low opened the floor for nominations for 2021 Board Chair and Vice Chair.

   Board Member Ken Klein nominated Board Member Stephanie Wright for 2021 Board Chair. The nomination was seconded by Board Member Sam Low and motion carried 6 in favor and Board Member Stephanie Wright abstaining.

   Board Member Ken Klein nominated Board Member Sam Low for 2021 Board Vice Chair. The nomination was seconded by Board Member Mark Craven, motion carried 6 in favor and Board Member Sam Low abstaining.
4. INTRODUCTION OF BOARD MEMBERS

Board Chair Stephany Wright asked each board member & staff member to introduce themselves.

5. APPROVAL OF MINUTES

1) June 25, 2020 Regular Meeting

Board Chair Stephanie Wright asked for additions or corrections to the June 25, 2020 regular meeting minutes (Attachment 2). None were offered. Board Member Kyoko Matsumoto-Wright moved to approve the minutes as written. Board Member Ken Klein seconded, and the motion carried 7/0.

2) December 1, 2020 Special Meeting

Board Chair Stephanie Wright asked for additions or corrections to the December 1, 2020 special meeting minutes (Attachment 3). None were offered. Board Member Kyoko Matsumoto-Wright moved to approve the minutes as written. Board Member Sam Low seconded, motion carried 7/0.

6. PUBLIC COMMENT

Board Chair Stephanie Wright opened the floor for public comments. None were offered.

7. ADMINISTRATIVE

1) Request updated contact information for Board Members

Board Staff Dave McConnell asked the Board for any updates to their contact information and asked new Board Member Mike Quinn to provide phone and email contact information so that Snohomish County DIS could create his new County email account.

2) Boards & Commissions annual training for Board Members

Board Staff Dave McConnell reminded the Board of required board training for the Washington Open Public Meetings and Public Records Acts. Mr. McConnell will send new Board Member Mike Quinn training materials.

8. Letter & Presentation re: CFP and Salmon Recovery

Board Staff Sharon Swan introduced Jason Mulvihill-Kuntz and Bill Blake Jason Mulvihill-Kuntz, Salmon Recovery Manager, Lake Washington/Cedar/Sammamish Watershed and Bill Blake, Natural Resources Manager, City of Arlington to speak on salmon recovery (Attachments 4 & 5).

In the presentation, Mr. Mulvihill-Kuntz explained that recovering salmon is key to restoring Puget Sound and to sustaining and improving the quality of life for our local communities. The Puget Sound Salmon Recovery Council (PSSRC) is a regional collaborative partnership supporting and advancing salmon recovery in Puget Sound. The PSSRC is presenting to the Conservation Futures Program Advisory Board a proposal to request Snohomish County’s collaboration in a “pilot” effort to assess and consider opportunities to improve integration of salmon recovery priorities into its Conservation Futures Program. The PSSRC Funding Subcommittee is interested in engaging several counties to collaborate in a “pilot” effort to highlight best practices, identify potential improvements, and otherwise better integrate salmon recovery priorities into CFT program governance and prioritization. The PSSRC Funding Subcommittee identified Snohomish County as an excellent potential partner for this effort. Discussion followed.
Board Chair Stephanie Wright stated to the Board that the presentation was for information only and was not a funding request but rather a starting point for ongoing discussions with PSSRC.

9. STATUS OF CURRENT PROJECTS

Kye Iris

Board Staff Kye Iris summarizes the status of ongoing projects (Attachment 6).

1) CF17-05 Shelton View Forest Acquisition, City of Bothell
   This project could not be completed. $1,000,000 to be returned to fund balance.

2) CF18-03 Reiner Farm, Washington Farmland Trust
   Purchase completed by Washington Farmland Trust. Working on survey and boundary issues. Funding agreement is nearly complete, pending completion of legal description.

3) CF18-07 East Monroe Heritage Site, City of Monroe
   This project could not be completed. $500,000 to be returned to fund balance.

4) CF19-02 PSE Corridor, Snohomish County Parks
   Project closed and completed.

5) CF19-03 French Slough Farm, PCC Farmland Trust
   This project is temporarily stalled due to the passing of a family member which complicated the purchase and sale.

6) CF19-04 Miller Pond, Snohomish County Parks
   Project closed and completed.

7) CF19-05 Lund’s Gulch – McCrary Acquisition, City of Lynnwood
   Project close and completed.

8) CF19-06 Clark Property Acquisition, City of Everett
   Purchase completed. Waiting on conservation easement from City.

9) CF20-01 Brekhus Riverfront, Snohomish County Parks
   Appraisal completed and in negotiations with seller.

10) CF20-02 Catherine Creek-Centennial Trail Connection, Snohomish County Parks
    Working through Quiet Title issues and determining exact acreage.

11) CF20-03 Darrington Recreation Connection Project, Town of Darrington
    Interlocal Cooperation Agreement with Town signed. Closing scheduled for March 24, 2021.
12) CF20-08 Regional Trail Inholdings, Snohomish County Parks

Survey complete, but problems with one of the property owners due to illness.

10. GRANT PRESENTATIONS

1) CF21-01 Heybrook Ridge County Park – South Addition, Snohomish County Parks, Carol Ohlfs, Senior Park Planner

Carol Ohlfs, Senior Park Planner and Ann Darlington, President of the Friends of Heybrook Ridge presented the Heybrook Ridge County Park South Addition grant proposal (Attachment 7). The proposed acquisition came before the board at the previous board meeting. The site consists of 3 parcels and totals approximately 16 acres. The parcels are located on the south side of Heybrook Ridge and are contiguous to the property line. The site offers great views to the south and the opportunity for a small loop trail and other amenities such as picnic sites and view sites. Snohomish County Parks and the Friends of Heybrook Ridge request $209,500 dollars to complete the acquisition.

Board Member Sam Low commented on the proposal and emphasized the importance of this proposed acquisition to the community of Index and the need to offer more passive recreation at the upper end of the Leovy Trail. Board Member Mike Quinn asked about the parcel next to the proposed acquisition and wondered if this could become a future acquisition. Ann Darlington answered that the parcel is currently in private ownership and not for sale but she also recommended that Snohomish County Parks discuss with the owner the possibility of an agreement where Snohomish County has the right of first refusal if the owner decided to sell the property. Discussion followed and board members were supportive of the proposed acquisition.

2) CF21-03 Stillaguamish Valley Protection - Albert Farm, Forterra NW, Joe Sambataro, Managing Director Conservation Transactions

Joe Sambataro, Managing Director Conservation Transactions for Forterra NW presented the Albert Farm grant proposal (Attachment 8). The site is in the Stillaguamish River Valley and consists of two parcels and is approximately 90 acres of farmland zoned Ag-10 and is currently being farmed. The property contains seven (7) buildable lots of ten (10) acres each. On the site there are 12 building structures which include 2 residential dwellings, carport, 2 barns, and 7 sheds, and outbuildings. All these structures fall within a building envelope which will be excluded from the proposed conservation easement. The January 2021 appraisal for the conservation easement excluded the 12 structures. This proposed acquisition is part of an effort by Forterra and other partners to protect 5 agricultural sites which are threatened by development. Forterra requests $64,000 dollars in Conservation Futures program funding to complete the acquisition.

Board Member Ken Klein commented that this project proposal is a great opportunity to protect a 90-acre working farm from the threat of development. Discussion followed.

11. BOARD DELIBERATIONS

1) Review of Program Fund Balance

After the presentations, Board Chair Stephanie Wright asked board staff to review the available funding for this grant round. Board staff Sharon Swan reviewed the Conservation Futures Program fund balance report with the board and reported that there is approximately $3.9 million dollars in available funding available. Discussion followed.

2) Project Scoring & Funding Recommendation
The board deliberated. After discussion, Board Chair Stephanie Wright asked for a motion to fund both projects. Board Member Mark Craven moved to fund both projects at the requested amounts. The projects to be funded included (Attachment 9):

   a) CF21-01, Heybrook Ridge County Park – South Addition, Funding Request - $209,500.00
   b) CF21-03, Stillaguamish Valley Protection - Albert Farm, Funding Request - $64,000.00

Board Member Kyoko Matsumoto-Wright seconded, and the motion carried.

12. SCHEDULE NEXT MEETING
   1) Second Grant Round?

   Board Chair Stephanie Wright asked the board and staff to consider whether to have a second grant ground in 2021. After discussion, the board agreed by consensus to open a second grant round. Board Chair Stephanie Wright asked staff to open a grant round in June or early July and close the grant round in August with a board meeting approximately two weeks later in early September. Board Staff David McConnell will send a Google Meeting Doodle to select the date for the fall board meeting in September and will adjust the grant round schedule as needed.

12. COMMENTS FROM THE BOARD
   1) Board Member Mike Quinn commented that he is looking forward with working with others on the conservation Futures Program Advisory Board and to learning more about the program.
   2) Board Chair Stephanie Wright welcomed Board Member Mike Quinn to the board and thanked retired Board Member Carla Nichols for all her volunteer work and service.

13. ADJOURN

   The meeting was adjourned at Adjourned at 7:22 p.m.

ATTACHMENTS
Attachment 1 – Carla Nichols Biography
Attachment 2 – June 25, 2020 Regular Meeting Minutes
Attachment 3 – December 1, 2020 Special Meeting Minutes
Attachment 4 – Letter from Puget Sound Salmon Recovery Council
Attachment 5 – Presentation from PSRC on Conservation Futures and Salmon Recovery
Attachment 6 – Project Status Report
Attachment 7 – CF21-01 Heybrook Ridge County Park – South Addition
Attachment 8 – CF21-03 Stillaguamish Valley Protection - Albert Farm
Attachment 9 – Grant Application Log

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Attachment 2 – Project Status Report
# Projects Conservation Futures Status

<table>
<thead>
<tr>
<th>Sponsor</th>
<th>Project</th>
<th>Funding</th>
<th>Fund Motion</th>
<th>IlA/Contract Status</th>
<th>IlA Motion/PSA</th>
<th>Current Status</th>
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<tbody>
<tr>
<td>City of Bothell</td>
<td>Shelton View Forest, CF 17-05</td>
<td>$1,000,000</td>
<td>Motion No. 17-125 Approved April 26, 2017</td>
<td>IlA to City for its review 5/18/17, Received</td>
<td>IlA Motion 17-362 12-20-17 Motion 21-126</td>
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<td>Reiner Farm, CF 18-03</td>
<td>$424,250</td>
<td>Motion 18-229 Approved August 1, 2018</td>
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<td>Motion 18-229</td>
<td>Purchase completed by PCC, Working on appraisals of the riparian areas for Tulalip acquisition Should close 2021/2022</td>
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<td>East Monroe Heritage Site, CF 18-07</td>
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<td>Motion 18-229 Approved August 1, 2018</td>
<td>Waiting for Project Sponsor</td>
<td>Motion 18-229 Motion 21-126</td>
<td>Negotiations terminated/ Returned to Fund Balance Motion 21-126</td>
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<td>City of Lynnwood</td>
<td>Lund’s Gulch: McCrory Acquisition</td>
<td>$124,500.00</td>
<td>Motion 19-193</td>
<td>IlA Executed 1/17/2020</td>
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<td>Motion 19-193</td>
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<td>20-108</td>
<td>Closed/ Completed RCO Waiver Filed</td>
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<td>$625,040.00</td>
<td>Motion 20-249</td>
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<td>Clark Acquisition</td>
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<td>Motion 19-193</td>
<td>IlA to City for Signature</td>
<td>19-193</td>
<td>City Closed/ Waiting for City to record Easement</td>
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<td>Brekhus Riverfront</td>
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<td>Motion 20-249</td>
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<td>Seller rescinded/ to be returned to fund balance</td>
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<td>Snohomish County Parks</td>
<td>Catherine Creek-Centennial Trail Connection</td>
<td>$341,250.00</td>
<td>Motion 20-249</td>
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<td>Appraisal complete/ needs revisions. Seller to clear title prior to negotiations</td>
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<td>Location</td>
<td>Price</td>
<td>Motion</td>
<td>Status</td>
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<td>Forterra</td>
<td>Tillman Farm</td>
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<td>Property sold to 3rd Party, Returned to Fund Balance</td>
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<td>Regional Trail Inholdings</td>
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<td>Survey and Market Analysis complete. Sugg Negotiations underway</td>
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<td>$209,500</td>
<td>21-126</td>
<td>Closed/ Complete</td>
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Attachment 3 – CF21-02, Flowing Lake, Laz Addition, Thomas Hartzell, Senior Planner, Parks Division, DCNR
SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS
FLOWING LAKE - LAZ

PROGRAM YEAR 2021
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): CF21-02

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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document Attached</th>
<th>Check if Included</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Page/Submittal Checklist</td>
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<tr>
<td>2</td>
<td>I. Applicant Information</td>
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</tr>
<tr>
<td>3</td>
<td>II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)</td>
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</tr>
<tr>
<td>4</td>
<td>III. Cost Worksheet (included in general project information)</td>
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</tr>
<tr>
<td>5</td>
<td>IV. Project Review Criteria responses</td>
<td>X</td>
</tr>
<tr>
<td>6</td>
<td>Any other supporting documents (please list below)</td>
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</table>
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
   *Eligible per RCW 84.34.250
   Private/Non-Profit Agency: ____________

4. CONTACT PERSON:
   Name: Thomas Hartzell
   Title: Senior Park Planner
   Address: 6705 Puget Park Drive, Snohomish WA 98296
   Phone: (425)388-6695
   Cell Phone: (425)407-2501
   Email Address: thomas.hartzell@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 _X_ 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* _X_ 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 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/](https://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/)*
## SECTION III - COST WORKSHEET

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<th>Total Cost</th>
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<tr>
<td>Improvements</td>
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### Reimbursable Incidental Costs (as appropriate)

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<th></th>
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<tr>
<td><strong>TOTAL PROJECT COST</strong> (Property and Incidental):</td>
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</table>

<table>
<thead>
<tr>
<th>MATCH (cash and/or donation) – deduct from total project cost*</th>
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<tbody>
<tr>
<td><strong>TOTAL CONSERVATION FUTURES FUNDING REQUEST:</strong></td>
<td>$643,000.00</td>
</tr>
</tbody>
</table>

| % 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.

---

Flowing Lake - Laz  
Grant Application
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 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, permittable 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 arborets;

(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 4 – CF21-04, Bear Creek Headwaters, Emily Griffith, Senior Planner, Parks Division, DCNR
SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS
Bear Creek Headwaters
Program Year 2021
**SNOHOMISH COUNTY**  
**CONSERVATION FUTURES PROGRAM**  

**APPLICATION FOR CONSERVATION FUTURES FUNDS**

**PROJECT NAME:** Bear Creek Headwaters  
**PROJECT SPONSOR:** Snohomish County Department of Conservation and Natural Resources, Parks Recreation & Tourism  
**APPLICATION NO. (TO BE ASSIGNED BY STAFF):** CF21- 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document Attached</th>
<th>Check if Included</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Page/Submittal Checklist</td>
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<tr>
<td>2</td>
<td>I. Applicant Information</td>
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</tr>
<tr>
<td>3</td>
<td>II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)</td>
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</tr>
<tr>
<td>4</td>
<td>III. Cost Worksheet (included in general project information)</td>
<td>X</td>
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<tr>
<td>5</td>
<td>IV. Project Review Criteria responses</td>
<td>X</td>
</tr>
<tr>
<td>6</td>
<td>Any other supporting documents (please list below)</td>
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</tr>
<tr>
<td>7</td>
<td>Legal Description</td>
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<tr>
<td>8</td>
<td>Preliminary Commitment</td>
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</tr>
<tr>
<td>9</td>
<td>Willing Seller Letter</td>
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<tr>
<td>10</td>
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</tbody>
</table>
SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE:  Bear Creek Headwaters

2. AMOUNT REQUESTED (from Cost Worksheet) $381,250

3. PROJECT SPONSOR:  Snohomish County Department of Conservation and Natural Resources, 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:  Emily Griffith  Title:  Senior Park Planner
Address:  6705 Puget Park Drive, Snohomish, WA 98296
Phone:  425-388-6620  Cell Phone:  425-407-2704
Email Address:  emily.griffith@co.snohomish.wa.us

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:
Address:  __22XX 119th Ave SE, Snohomish, WA____

Section:  __29____ Township:  __27N____ Range:  __06E____
Assessor Tax Account Number(s):  __Portion of 27062900300200____
Property 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
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):  ___N/A___
Shoreline? (lineal ft.):  ___N/A___
Owner of Tidelands/Shoreline (State or private):  ___N/A___
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 are part of 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 acres of that property. Acquisition will preserve this wetland area and also satisfy a conversion determination by the Washington State 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.
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.

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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):
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## SECTION III - COST WORKSHEET

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#### 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%

### Notes

*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 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 portion of the 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 watershed 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. WRIA 8 is located in both King and Snohomish Counties and the two jurisdictions 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.

MOVING FORWARD

The Bear Creek Watershed Management Study presents a set of strategies to achieve clean water and healthy habitat over the long term. While there are some strategies identified for watershed-wide implementation, the emphasis is on near-term, high-priority areas. These strategies include investments in land acquisitions, stormwater infrastructure projects, habitat restoration and programs/studies in select smaller areas of the Bear Creek watershed.

Near-term, High-Priority Areas

Five areas are recommended for focused stormwater management actions over the next ten years:

- Upper Bear Creek (in unincorporated King County),
- Along Lower Mackey Creek (in unincorporated King County),
- Monticello Creek (in city of Redmond),
- Upper Cold Creek (in city of Woodinville), and
- Upstream of Paradise Lake (in unincorporated Snohomish County).

Focusing our work in smaller geographic areas increases the likelihood of achieving measurable improvements earlier, compared to more diffuse efforts throughout the watershed. Besides demonstrating results, these efforts, if implemented, provide timely, useful feedback on the strategies so that they can be modified, to ensure maximum effectiveness.

Figure 1. Bear Creek Watershed Management Study

In addition to watershed specific goals, sensitive lands adjacent to Conservation Areas 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 fishing opportunities 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 the use of the property to be reflective of the 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 and has noted the use as a conversion. 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 _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
Russell Silva
22314 Echo Lake Road
Snohomish, WA 98296

RE: Search for Conservation Lands

Dear Mr. Silva:

Snohomish County, through its Department of Parks and Recreation, is currently looking to purchase Conservation Lands in the area near property that you own adjacent to what is known as the Paradise Valley Conservation Area.

Your property has been identified as a site of interest and this letter is intended to determine your interest in selling your property for inclusion within the Conservation Area. We would like to discuss options that may be considered such as a Conservation Easement or sale of all or a portion of your 15 acre property.

The property we have identified is a parcel known as Parcel #27062900300200. If you might be a willing landowner, we would prepare a grant application though the Conservation Futures Fund in 2020 to fund the purchase. The offer made to you would be based on market value as determined by an independent appraisal and review. You would be under no obligation to sell to the County unless you accept the offer that would be presented at that time. Please take note that if you are not interested in selling, Snohomish County will not take further steps to acquire your property by condemnation (i.e., through powers of eminent domain).

If you have any interest in discussing the sale of your property, or a portion of it, for inclusion within the Conservation Area, please contact me at your convenience at 425-388-6623. I look forward to hearing from you.

Sincerely,

Kye Iris
Park Property Administrator
Property Owner Response

Parcel Tax Account: 27062900300200

☑ Yes, I am a willing seller at this time
☐ No, I am not a willing seller at this time

Property owner phone number 425 319 5092

Property owner signature [Signature]
RIGHT OF ENTRY

IN THE MATTER OF PROPERTY OWNED BY Russell Silva:

KNOW ALL MEN BY THESE PRESENTS that Russell Silva hereby grants unto the County of Snohomish, or their agent, the right, privilege, and permit to enter and cross over property known as Tax Account No. 27062900300200.

This permit allows the County, or an agent of the County, entry of the property for the purpose of property feasibility, survey, appraisal and environmental risk assessment. If you should have any questions concerning this request, please address your questions to Kye Iris, Parks Property Administrator, 425-388-6623.

This permit will be valid for a period of 365 days from signature date and at such time all rights will cease and terminate. Please sign and return this letter at your earliest convenience in the envelope provided.

Dated this 19th day of February, 2020.

Property Owner:

Russel Silva

Return to:
Snohomish County Parks and Recreation
6705 Puget Park Drive
Snohomish, WA 98296

Attn: Kye Iris
Multiple Benefit Project Proposal
Acquire 10 intact high quality wetland acres adjacent to Paradise Valley Conservation Area
Will respond to RCO requirements to address conversion concern
Snohomish County Parks, Recreation & Tourism

Conservation Futures Board Meeting

2021

• One of the most Productive wild salmon stream basins
• Headwaters of Bear Creek
• Puget Sound chinook, coho, sockeye kokanee priority habitat
• Will address RCO conversion concerns associated with PVCA

Bear Creek Headwaters Wetland

SalmonScape Map
Puget Sound Chinook Salmon Priority Habitat

Bureau of Land Management, Esri Canada, Inc.
Bear Creek Headwaters Wetland

- 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

• Project expands protection to adjacent wetlands providing larger protected habitat area
• Sensitive Area has been a priority to acquire since late 1990s
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

- Meets Conservation Futures Program intent
- Managed as a part of the Snohomish County Parks Paradise Valley Conservation Area
- Conserved and managed for open space values
- Little Parks staff required to manage wetlands that the public wouldn’t access due to difficult terrain
• 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.
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
• Addresses priorities identified in the Bear Creek Watershed Plan
• 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
This property is not envisioned to be accessed directly by the public, but will be kept in its open, natural condition.

Indirect benefits in supporting habitat value in the Paradise Valley Conservation Area and the Bear Creek Watershed.
The multiple benefits of this project are clear—expand the Paradise Valley Conservation Area while addressing RCO conversion compliance.
Thank you!
Attachment 5 – CF21-05, Little Bear Creek Acquisition, Adam Jackson, Watershed Steward, SWM Division, DCNR
August 30, 2021

Snohomish County Conservation Futures Program
Attn: David McConnell, Associate Planner
6705 Puget Park Drive
Snohomish, WA 98296-4214

Subject: Transmittal of Conservation Futures Grant Application for Little Bear Creek Acquisitions

Dear Mr. McConnell:

This is to transmit the attached completed Application for Conservation Futures Funds for the Little Bear Creek Acquisitions project, submitted by Snohomish County Surface Water Management.

The Little Bear Creek Acquisitions project represents a unique opportunity for furtherance of Little Bear protection and restoration efforts toward conservation and potential enhancement of riparian areas and habitat, in the Middle Little Bear Creek Conservation target area. This acquisition would expand and protect the habitat connectivity provided by the adjacent Middle Little Bear lands, and further protect water quality and runoff into Little Bear Creek. Surface Water Management is pleased to submit this application for consideration by the Conservation Futures Program Advisory Board.

Thank you for your assistance. If you have any questions or concerns regarding the application, please contact me at (o) 425-262-2623, (c) 425-293-5507, or adam.jackson@snoco.org.

Sincerely,

Adam Jackson
Watershed Steward

Attachment: Application for Conservation Futures Funds: Little Bear Creek Acquisitions project
SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM
APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: LITTLE BEAR CREEK ACQUISITIONS
PROJECT SPONSOR: SNOHOMISH COUNTY SURFACE WATER MANAGEMENT
APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF21- 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document Attached</th>
<th>Check if Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Page/Submittal Checklist</td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>I. Applicant Information</td>
<td>X</td>
</tr>
<tr>
<td>3</td>
<td>II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)</td>
<td>X</td>
</tr>
<tr>
<td>4</td>
<td>III. Cost Worksheet (included in general project information)</td>
<td>X</td>
</tr>
<tr>
<td>5</td>
<td>IV. Project Review Criteria responses</td>
<td>X</td>
</tr>
<tr>
<td>6</td>
<td>Any other supporting documents (please list below)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Little Bear Creek Photos</td>
<td>X</td>
</tr>
<tr>
<td>8</td>
<td>Willing Seller Letter – Grant</td>
<td>X</td>
</tr>
<tr>
<td>9</td>
<td>Willing Seller Letter – Jensen/Short</td>
<td>X</td>
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<tr>
<td>10</td>
<td>Title Report – Grant</td>
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</tr>
<tr>
<td>11</td>
<td>Title Report – Jensen/Short</td>
<td>X</td>
</tr>
</tbody>
</table>
SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Little Bear Creek Acquisition

2. AMOUNT REQUESTED (from Cost Worksheet) $650,000.00

3. PROJECT SPONSOR: Snohomish County Surface Water Management
   Address: 3000 Rockefeller Ave, M/S 303, Everett, WA 98201

   Sponsor is: Unit of Local Government: _____X_____
   Private/Non-Profit Agency*: __________
   *Eligible per RCW 84.34.250

4. CONTACT PERSON:
   Name: Adam Jackson      Title: Watershed Steward
   Address: 3000 Rockefeller Ave, M/S 303, Everett, WA 98201
   Phone: 425-262-2623      Cell Phone: 425-293-5507
   Email Address: adam.jackson@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:
   Address: 20509 Little Bear Creek Rd, Woodinville, WA 98072

   Section: 22 Township: 27 Range: 05

   Assessor Tax Account Number(s): 27052200300800 (Grant parcel) and
   27052200300500 (Jensen/Short parcel)

   Property Legal Description (full legal if available):
   **Grant Parcel:** SEC 22 TWP 27 RGE 05RT-11B) BEG NW COR NE1/4 SW1/4 TH S89*22 00 E 332.29
   FT TH S00*07 32E 711.81 FT TH N35*01 00W 217.08FT TH N65*53 00W 227.33FT TO W LN NE1/4
   SW1/4 TH N ON SD LN 445.06FT TO POB EXC 20FT ON S FOR RDALSO LESS ADD'L R/W SNO CO
   PER SWC REC AF NO 9112100132

   **Jensen/Short Parcel:** SEC 22 TWP 27 RGE 05TH PTN NW1/4 SW1/4 DAF COM NE COR SD SUB TH
   S00*14 39E ALG E LN SD SUB 192.88FT TO THTEAD LITTLE BEAR CREEK TPB TH CONT S00*14 39E
   252.18FT TH N65*55 00W 193.85FT TH N24*05 00E 65FTTH N31*15 00E 140FT M/L TO THREAD
   LITTLEBEAR CREEK TH ELY ALG THREAD LITTLE BEAR CREEK TO TPB EXC SLY 15FT THOF FOR CO
   RD AS DEEDED TO SNO CO BY QCD RECNO 633654 LESS ADD'L R/W TO SNO CO PER SWD REC AF
   NO 9108200021 VOL 2473 PG 1915
2. **EXISTING CONDITIONS:**

   Number of Parcels: 2  
   Total Acres: Approx. 3+ acres approx. (portion of Grant parcel + Jensen/Short parcel)  
   Addition to Existing Site: YES _X__ NO ___If yes, which site: Middle Little Bear Creek Brightwater Acquisitions (52 acres)  
   Current Zoning: R-5 (both parcels) non-conforming lot status allows for development of Jensen/Short parcel  
   List Existing Structures/Facilities: Grant parcel: single family house (tear down), various sheds/outbuildings; Jensen/Short parcel: vacant  
   Current Use: Grant parcel: uninhabitable single family; Jensen/Short parcel: undeveloped  
   Waterfront? (name of body of water): Little Bear Creek plus unnamed tributary  
   Shoreline? (lineal ft.): 700 feet total on two streams  
   Owner of Tidelands/Shoreline (State or private): Private

3. **CURRENT OWNERSHIP:**

   Current Owner(s): Richard Grant; Celia Jensen and Nathaniel Short  
   Is the property owner a willing seller? YES* _X__ NO ____  
   Summary of Property Encumbrances Identified in Preliminary Title Report**:  
   
   **Grant Property Title Summary:**  
   - PUD easement for electric distribution line and facilities  
   - Sanitary sewer easement  
   
   **Jensen/Short Property Title Summary:**  
   - Puget Sound Power & Light easement  
   - PUD easement for electric transmission/distribution system  
   - Ingress/egress easement  
   - Alderwood Water District Resolution  
   - Road Maintenance Agreement for private access road/driveway (To be removed if acquired)  
   - Notice regarding sharing the cost of maintaining a shared well (To be removed if acquired)  
   - Exceptions related to Little Bear Creek

   *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 County proposes to acquire two parcels (one a partial acquisition) along Little Bear Creek in unincorporated Snohomish County for conservation and restoration purposes. The combined area contains approximately 400 lineal feet of Little Bear Creek (salmon-bearing) and 300 feet of tributary stream. Mature forest with significant trees and immature forest cover the site, and wetlands are present. Development could impair buffer functions along the riparian areas. The small tributary has perennial, cool stream flow that drains from the adjacent County-owned (52 acres) conservation lands, previously acquired with Brightwater community mitigation funding. The tributary stream contains a fish passage barrier (culvert) on the subject property which, if removed, is significant as Little Bear Creek is a salmon-bearing stream with documented spawning of Fall Chinook, Coho, and Sockeye, along with documented presence of Kokanee in Little Bear Creek just 500ft south of the subject property (WDFW SalmonScape). Little Bear Creek is also shown as Winter Steelhead gradient accessible (WDFW SalmonScape). Overall, this proposed acquisition will conserve, expand and improve the connectivity and function of conservation lands in this important stream corridor (see map). Additionally, this project would introduce the feasibility to establish a low impact public trail corridor and further link natural areas in the stream/wetland corridor, initially implemented through a series of Brightwater-funded acquisitions and other wetland mitigations activities ongoing today (see map).

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.
Snohomish County Department of Conservation & Natural Resources (Parks and Surface Water Management (SWM)) currently manage conservation lands under programatically funded operations projects to provide site assessment, maintenance, and minor projects. Additionally, annually funded Capital Improvement Programs in Parks and SWM are used to design and construct larger restoration projects and replace fish passage barrier culverts. Parks and SWM also conduct forest conservation and additional enhancement through invasive weed control. Planting native trees and shrubs is possible if the property is acquired, which adds value to the proposal and future stream functions including shading, temperature control, and habitat quality. Instream restoration and potential removal of a barrier culvert on the tributary stream can also add future value for salmon use and ecological functions. The site also offers future opportunity for possible low impact public trail development and public access as an objective. Lastly, there is local landowner interest in participation with site stewardship activities.

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 County will aim to acquire approximately 2.8 acres of the Grant parcel. Using an Opinion of Value from a qualified representative of the real estate industry, we are estimating the purchase price for the portion of the Grant parcel to be approximately $466,000. The Jensen/Short landowners have indicated a willingness to sell for $130,000.00, which is $32,800.00 below the County Assessed Value. Prior to acquisition, the County will obtain survey to delineate the exact area and acreage for acquisition of the Grant parcel. The County may obtain an appraisal and review appraisal to confirm highest and best use and appraised value of the partial acquisition of the Grant parcel and the Jensen/Short parcel.

*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

<table>
<thead>
<tr>
<th>Property Costs</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
</table>
| Land                    | $628,800   | Grant parcel: $466,000 (portion)  
Jensen/Short parcel: $162,800 |
| Improvements            | N/A        | Land acquisition only                                   |
| **PROPERTY COSTS SUBTOTAL:** | $628,800   |                                                         |
| **Reimbursable Incidental Costs (as appropriate)** |   |                                                         |
| Applicable taxes        | $0         | Prorated to date of sale; County exempt                 |
| Appraisal review        | $4,000     |                                                         |
| Appraisal(s)            | $7,000     |                                                         |
| Baseline inventory      | N/A        |                                                         |
| Boundary survey         | $8,000     |                                                         |
| Closing (escrow/recording fees) | $3,000   | County exempt from REET                                 |
| Cultural resources study| $0         |                                                         |
| Demolition              | $0         |                                                         |
| Fencing                 | $15,000    |                                                         |
| Hazardous substance report| $4,500    |                                                         |
| Noxious weed control    | $5,000     |                                                         |
| Other (Specify)         | N/A        |                                                         |
| Signage                 | $500       |                                                         |
| Title reports/insurance | $2,000     |                                                         |
| Wetland delineation     | $5,000     |                                                         |
| **REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:** | $54,000   |                                                         |
| **TOTAL PROJECT COST (Property and Incidental):** | $682,800 | Jensen/Short have agreed to sell below Assessed Value for $130,000; Donation Value is match |
| **MATCH (cash and/or donation) – deduct from total project cost** | **[$32,800]** |                                                         |
| **TOTAL CONSERVATION FUTURES FUNDING REQUEST:** | $650,000 |                                                         |
| **% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES** | 95%        |                                                         |
**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?
   While the subject parcels are not currently in an open space, farmland, or timber current use tax designation, this project will in effect preserve open space in perpetuity, and will expand on the adjacent Middle Little Bear Creek Brightwater property previously protected as open space by the County.

2. How does the project conserve opportunities which are otherwise threatened by development?
   The parcels are potentially developable or redevelopable, but constrained by buffers and wetlands, indicating the potential for buffer impairment or degradation of stream functions, potentially compromising the intended regulatory protections.

3. How does the project establish trail corridors and/or natural area linkage?
   The project adds to a linkage of public ownership and protection adjacent to existing conservation lands in Middle Little Bear. This acquisition will expand and protect the habitat connectivity provided by the adjacent Middle Little Bear lands, and further protect water quality and runoff into Little Bear Creek. Although trails are not currently present or proposed, this opportunity creates possibilities for trails that are not currently feasible due to lack of access from public right-of-way.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?
   Snohomish County implemented a continuum of land acquisitions that secured approximately 200 acres of conservation and recreation lands in the Little Bear Creek watershed. This new proposed action includes parcels within the original Middle Little Bear Creek Conservation target area, where several parcels were acquired. This project fulfills an ongoing objective to protect natural functions of Little Bear Creek in this target area using land acquisition.
5. How does the project enhance or complement an ongoing conservation or preservation program?

Conservation programs implemented in Little Bear Creek include WRIA 8 Salmon Recovery strategies and actions and more recently developing parts of the Little Bear Creek Basin Plan, which will be merged into the Stormwater Management Action Plan (SMAP) for Little Bear Creek to further National Pollutant Discharge Elimination System (NPDES) goals and objectives. As part of subsequent studies to the Little Bear Creek Basin Plan (2017), conceptual plans for five instream projects were developed along the Little Bear Creek mainstem and tributaries, and one of these, a restoration and enhancement project on Cutthroat Creek in the Carousel Ranch future County Park site, is in design phase, and planned for construction in 2022. Additionally, Snohomish County implements noxious weed control efforts on public and private lands. The subject parcels have not previously participated in assessment and control efforts to date. This proposed Conservation Futures acquisition project thus represents a furtherance of Little Bear protection and restoration efforts toward conservation and potential enhancement of riparian areas and habitat. The applicable WRIA 8 Salmon Recovery Strategies (10-year Update: Chinook Salmon Conservation Plan (govlink.org)) are as follows:

- Protect and restore functional riparian vegetation
- Protect and restore channel complexity
- Reconnect and enhance creek mouths
- Protect and restore cold-water sources and reduce thermal barriers to migration
- Remove fish passage barriers
- Protect and restore forest cover and headwater areas

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

Regional or community-wide significance will be realized based on the accumulation of similar actions and other protection and restoration actions in Little Bear Creek. This action is part of the effort that includes multiple facets described above. Prior to 2004, no public recreation or conservation properties were located in Little Bear Creek (except UW forest). Today, regional and community-wide significance is being built step by step - currently 39 parcels and > 200 acres of conservation and recreation lands are in place to support community uses and natural resources.

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

Snohomish County’s Comprehensive Plan includes a goal to “Identify and protect open space, natural and scenic resources and shoreline areas” (Goal LU 10). Goal 10.A.1 indicates the County should consider various features for inclusion in an open space system, including natural or scenic resources areas (Subsection a), public and private low intensity park and recreation sites such as wildlife preserves (Subsection d), land reserved as open space or buffer as part of development (Subsection e), and lands that link existing open space and recreation areas (Subsection j). Related are the WRIA 8 Salmon Recovery Plan land use recommendations (same link as above) including:

- Manage growth to minimize impacts to water quality, riparian forest cover, and flows
- Promote LID and green stormwater infrastructure
• Use incentive programs to protect watershed functions and values (examples include transfer of development rights, public benefit ratings system, etc.)
• Promote restoring native vegetation cover
• Ensure maintenance of properties protected through fee acquisitions or easements

8. How does the project provide multi-jurisdictional benefit?
Conservation of natural area functions and values will accrue downstream to support water quality, stream flow and fish and wildlife use/enjoyment in Woodinville as well as in unincorporated Snohomish County. The fish and wildlife functions also support tribal benefits and Washington State priority habitat and species benefits. We highlight that County-owned properties have transferred to municipalities upon incorporation in the Southwest UGA area and future transfer is conceivable.

9. How will the project provide for public use and enjoyment?
At this time, public use is not immediately provided for. However, the linkage that this conservation action creates between accessible right-of-way (this action) and the previously acquired Middle Little Bear Creek Brightwater Conservation parcels provides new opportunities for long-range planning to support public use beyond the visible greenspaces immediately conserved for community enjoyment.

10. Does this project represent a unique or special opportunity?
The uniqueness of the opportunity is, in part, due to the opportunity to add to the extent of the natural area protected nearby and increase the corridor of conservation (see vicinity map). Also special is the natural hydrology and wetlands in the area that contribute to low flow in summer, cooling Little Bear Creek in a manner that is unique within the watershed.

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

A. Does the project comprise an entire project?
YES _X__
NO ___

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.
YES _X__
NO ___

The Jensen/Short family has agreed to sell their property for a price below assessed value, as they want to see the land around Little Bear Creek protected in perpetuity. Their donation of land value demonstrates that commitment and community support.
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 ___

Snohomish County Department of Natural Resources and Conservation (Parks and Surface Water Management (SWM)) currently manage conservation lands under programmatically funded operations projects to provide site assessment, maintenance, and minor restoration. Additionally, annually funded Capital Improvement Programs in Parks and SWM are used to design and construct restoration projects and replace fish passage barrier culverts. The site offers future opportunity for possible trail development and public access is an objective. Lastly, there is local landowner interest to participate in site stewardship activities.

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.

Attachments: Supporting documents (listed below)
- Little Bear Creek Photos
- Willing Seller Letter – Grant
- Willing Seller Letter – Jensen/Short
- Title Report – Grant
- Title Report – Jensen/Short
Little Bear Creek Photos
Willing Seller Letter – Grant
(attached)
Richard Grant  
20509 Little Bear Creek Road  
Woodinville, WA  98072

RE: Voluntary Acquisition Notice

Dear Richard Grant,

If you are considering selling a portion of your property to Snohomish County ("County") for conservation purposes, the County will apply for a grant from Conservation Futures for that purpose. The County would like to acquire a portion of the property identified as 20509 Little Bear Creek, Snohomish, Tax Account No. 27052200300800 if a satisfactory agreement can be reached.

Because state or federal money may be used as match in the future to restore or expand the conservation property, we are required to let you know that the sale is voluntary. If you do not wish to sell, we will not acquire your property. The County cannot acquire your property by condemnation (i.e., through powers of eminent domain). Because the purchase would be voluntary, you would not be eligible for relocation payments or other relocation assistance under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or the state Real Property Acquisition Policy (Chapter 8.26 Revised Code of Washington) or any other law or regulation. However, any tenants that are eligible displaced people located on the property will be offered relocation assistance.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property, the purchase price will be based upon a current Real Estate Broker’s Market Analysis, or we may establish the value by an independent appraisal and review appraisal. If you have any questions, please contact me at 425-388-6623.

Please fill in the appropriate areas on the Property Owner Acknowledgement and return this form to Kye Iris at Snohomish County Parks and Recreation, 6705 Puget Park Drive, Snohomish WA   98296.
Property Owner Acknowledgement

Parcel Tax Account: 27052200300800

[ ] Yes, I am a willing seller at this time
[ ] No, I am not a willing seller at this time

Property owner phone number 425 481 5181

Property owner signature Richard W. Grant 7-24-2021

Tenant Occupancy: This property is occupied by the owner, there is no tenant occupancy

Sincerely,

Kye Iris
Real Property Administrator
Willing Seller Letter – Jensen/Short
(attached)
Nathaniel Short and Celia Jensen
20431 Little Bear Creek Road
Woodinville, WA 98072

RE: Voluntary Acquisition Notice

Dear Nathaniel and Celia,

If you are considering selling your property to Snohomish County ("County") for conservation purposes, the County will apply for a grant from Conservation Futures for that purpose. The County would like to acquire property identified as XXXX Little Bear Creek, Snohomish, Tax Account No. 27052200300500 if a satisfactory agreement can be reached.

Because state or federal money may be used as match in the future to restore or expand the conservation property, we are required to let you know that the sale is voluntary. If you do not wish to sell, we will not acquire your property. The County cannot acquire your property by condemnation (i.e., through powers of eminent domain). Because the purchase would be voluntary, you would not be eligible for relocation payments or other relocation assistance under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or the state Real Property Acquisition Policy (Chapter 8.26 Revised Code of Washington) or any other law or regulation. However, any tenants that are eligible displaced people located on the property will be offered relocation assistance.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell the property, the purchase price will be based upon a negotiated price, or you may establish the value by an independent appraisal for income tax purposes. If you have any questions, please contact me at 425-388-6623.

Please fill in the appropriate areas on the Property Owner Acknowledgement and return this form to Kye Iris at Snohomish County Parks and Recreation, 6705 Puget Park Drive, Snohomish WA 98296.
Property Owner Acknowledgement

Parcel Tax Account: 27052200300500

✓ Yes, I am a willing seller at this time

_ No, I am not a willing seller at this time

Property owner phone number 253-670-5718

Property owner signature [Signature] 8/10/2021

Tenant Occupancy: This property is occupied by the owner, there is no tenant occupancy

Sincerely,

Kye Iris
Real Property Administrator
Title Report – Grant
(attached)
ALTA Commitment for Title Insurance

ISSUED BY
First American Title Insurance Company

File No: NCS-1082535-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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, 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.
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.
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.
Schedule A

**Transaction Identification Data for reference only:**
Issuing Agent: First American Title Insurance Company National Commercial Services
Issuing Office's ALTA® Registry ID:
Commitment No.: NCS-1082535-WA1
Property Address: 20509 Little Bear Creek Road, Woodinville, WA

**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:
Commitment No.: NCS-1082535-WA1
Property Address: 20509 Little Bear Creek Road, Woodinville, WA

**Transaction Identification Data for reference only:**
Issuing Office: 920 Fifth Avenue, Suite 1200, Seattle, WA 98104
Reference No.: 20509 Little Bear Creek Road
Issuing Office File No.: NCS-1082535-WA1

**Escrow Officer Name:** Lavonne Bowman
**Escrow Officer Email:** lavbowman@firstam.com
**Title Officer Name:** Lavonne Bowman
**Title Officer Email:** lavbowman@firstam.com

**Commitment No.:** NCS-1082535-WA1

**Schedule A**

1. **Commitment Date:** August 04, 2021 at 7:30 AM
2. **Policy to be Issued:**
   - (a) ☒ 2006 ALTA® Standard Owner’s Policy
     - Proposed Insured: Snohomish County, a political subdivision of the State of Washington
   - (b) ☒ 2006 ALTA® Extended Loan Policy
     - Proposed Insured: TBD
   - (c) ☐ ALTA® Policy
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:
   - Richard W. Grant and Charlotte A. Grant, husband and wife
5. The Land is described as follows:
   - See Exhibit "A" attached hereto and made a part hereof

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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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.
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.
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:04134

   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 Snohomish County
   .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. Delinquent General Taxes for the year 2021, plus interest and penalties.
   Tax Account No.: 270522-003-008-00
   Amount Billed: $4,593.92
   Amount Paid: $0.00
   Amount Due: $4,593.92
   Assessed Land Value: $408,200.00
   Assessed Improvement Value: $24,200.00

11. 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.

12. Easement, including terms and provisions contained therein:
   Recording Information: July 30, 1991 as Recording No. 9107300462
   In Favor of: Public Utility District No. 1 of Snohomish County, a municipal corporation
   For: Electric distribution line and facilities
13. Easement, including terms and provisions contained therein:
Recording Information: January 29, 2007 as Recording No. 200701290720
In Favor of: Country Carriage Estates LLC, a Washington limited liability company
For: Sanitary sewer

14. 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.

15. 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.

16. 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.
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.

Ptn NE¼SW¼ Sec 22, T27N, R5E

APN: 270522-003-008-00

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

The following described tract of land situated in the Northeast quarter of the Southwest quarter of Section 22, Township 27 North, Range 5 East, Willamette Meridian, in Snohomish County, Washington:

Beginning at the Northwest corner of the Northeast quarter of the Southwest quarter of Section 22, Township 27 North, Range 5 East, Willamette Meridian; thence South 89°22'00" East 332.29 feet; thence South 00°07'32" East 711.81 feet; thence North 35°01'00" West 217.08 feet; thence North 65°53'00" West 227.33 feet to the West line of said Northeast quarter of Southwest quarter of said Section; thence following said West line North 445.06 feet to the point of beginning, records of Snohomish County, Washington.

EXCEPT 20 feet along South line for road.

ALSO EXCEPT that portion conveyed to the County of Snohomish by Recording No. 9112100132.
Title Report – Jensen/Short
(attached)
Enclosed is your Title Policy or Guarantee in connection with the above referenced transaction.
Please call us immediately if you have any questions or concerns.

Sincerely,

Residential Unit
snotitle@ctt.com
ALTA OWNER’S POLICY OF TITLE INSURANCE

Policy Number:

500121721

Issued By:

CHICAGO TITLE INSURANCE COMPANY

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Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
      if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Chicago Title Insurance Company
By:

______________________________
Randy Quirk, President

Attest:
______________________________
Marjorie Nemzura, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; and
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
SCHEDULE A

Name and Address of Title Insurance Company:  
Residential Unit  
Chicago Title Company of Washington  
3002 Colby Ave., Suite 200  
Everett, WA 98201

Address Reference:  204xx Little Bear Creek Road, Woodinville, WA 98072

<table>
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<tr>
<th>Date of Policy</th>
<th>Amount of Insurance</th>
<th>Premium</th>
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<tr>
<td>June 18, 2021 at 03:07 PM</td>
<td>$155,000.00</td>
<td>$576.00</td>
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1. Name of Insured:  
Nathaniel Short and Celia Jensen  

2. The estate or interest in the Land that is insured by this policy is:  
FEE SIMPLE

3. Title is vested in:  
Nathaniel Short and Celia Jensen, a married couple

4. The Land referred to in this policy is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

   THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

END OF SCHEDULE A
For APN/Parcel ID(s): 270522-003-005-00 and 270522-002-043-00

PARCEL A (APN - 270522-003-005-00):

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0°14'39" EAST ALONG THE EAST LINE OF SAID SUBDIVISION 192.88 FEET, TO THE THREAD OF LITTLE BEAR CREEK, THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°14'39" EAST 252.18 FEET; THENCE NORTH 65°55'00" WEST 193.85 FEET; THENCE NORTH 24°05'00" EAST 65.00 FEET; THENCE NORTH 31°15'00" EAST 140.00 FEET, MORE OR LESS, TO THE THREAD OF LITTLE BEAR CREEK; THENCE EASTERLY ALONG THE THREAD OF LITTLE BEAR CREEK TO THE TRUE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF DEEDED TO SNOHOMISH COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 633654; AND EXCEPT THAT PORTION THEREOF DEEDED TO SNOHOMISH COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 9108200021;

(ALSO KNOWN AS A PORTION OF TRACT 11, BEAR CREEK 5 & 10 ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF);

TOGETHER WITH A NON-EXCLUSIVE EASEMENT 25 FEET IN WIDTH, BEING 12.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER-LINE, FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER SAID STRIP:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.; THENCE NORTH 89°22' WEST FOR 200 FEET; THENCE SOUTH 0°14'39" EAST 12.5 FEET TO THE BEGINNING OF DESCRIBED CENTER LINE; THENCE SOUTH 89°22' EAST FOR 62.5 FEET; THENCE SOUTH 0°14'39" EAST FOR 12.5 FEET; THENCE SOUTH 22°12'15" EAST 147.89 FEET; THENCE SOUTH 11°33'18" EAST 27.06 FEET, MORE OR LESS, TO THE NORTHEASTERLY MARGIN OF COUNTY ROAD; EXCEPT ANY PORTION THEREOF LYING WITHIN THE MAIN TRACT.
EXHIBIT "A"
Legal Description

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B (APN - 270522-002-043-00):

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 22,
TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTH 89°32'54" EAST ALONG THE CENTER LINE OF SAID SECTION 22 FOR 1020 FEET;
THENCE NORTH 5°51'25" WEST 200.89 FEET;
THENCE NORTH 89°32'54" EAST 266.2 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°32'54" EAST 66 FEET TO THE EAST LINE OF THE SOUTHWEST
QUARTER OF THE NORTHWEST QUARTER;
THENCE SOUTH 0°34'11" EAST 200 FEET TO THE CENTER LINE OF SAID SECTION 22;
THENCE SOUTH 89°32'54" WEST ALONG SAID CENTER LINE 137.5 FEET, MORE OR LESS, TO A
POINT 1189.7 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF
SAID SECTION 22;
THENCE NORTHEASTERLY TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
SCHEDULE B
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys’ fees or expenses that arise by reason of:

GENERAL EXCEPTIONS:

A. Rights or claims of parties in possession, or claiming possession, not shown in 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 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.

SPECIAL EXCEPTIONS:

1. Easement Agreement, and the terms and conditions thereof:
   In favor of: Puget Sound Power & Light Company
   Recording No.: 494139, and
   Recording No.: 504732
   Affects: Portion of Parcel A and other property

2. Easement Agreement for the purpose shown below and rights incidental thereto, as granted in a document:
   Granted to: Public Utility District No. 1 of Snohomish County
   Purpose: Electric transmission and/or distribution system
   Recording Date: June 28, 1973
   Recording No.: 2301826
   Affects: Portion of Parcel A and other property

3. Easement Agreement for the purposes shown below and rights incidental thereto, as granted in a document:
   Granted to: Various owners of record
   Purpose: Ingress, egress and utilities
   Recording No.: 2046010,
   Recording No.: 2161388,
   Recording No.: 2163530 and numerous other instruments of record
   Affects: A strip along the Northwesterly boundary of Parcel A and other property

4. Alderwood Water District Resolution No. 2063-79, and the terms and conditions thereof:
   Recording Date: August 8, 1979
   Recording No.: 7908080158
   Affects: Parcel A

5. Road Maintenance Agreement and the terms and conditions thereof:
   Recording Date: June 17, 1991
   Recording No.: 9106170233
   Affects: Private road along Northwesterly boundary of said premises
   Affects: Parcel A
SCHEDULE B
EXCEPTIONS FROM COVERAGE
(continued)

6. A Notice was recorded and the terms and conditions thereof:
   For: To share the cost of maintaining the well
   Executed by: David Wilson and Steven Linderberg
   Recording Date: December 4, 1992
   Recording No.: 9212040185

   Reference is hereby made to said document for full particulars.
   Affects: Parcel A

7. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Bear Creek.
   Affects: Parcel A

8. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Bear Creek.
   Affects: Parcel A

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

10. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
    Affects: Parcel A

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: 2021
    Tax Account No.: 270522-003-005-00
    Levy Code: 05823
    Assessed Value-Land: $162,800.00
    Assessed Value-Improvements: $0.00

    General and Special Taxes:
    Billed: $1,472.80
    Paid: $736.40
    Unpaid: $736.40
Affects: Parcel A

12. City, county or local improvement district assessments, if any.

END OF SCHEDULE B
1. DEFINITION OF TERMS
The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes
(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
(C) successors to an Insured by its conversion to another kind of Entity;
(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
   (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
   (2) if the grantee wholly owns the named, insured,
   (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
   (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT
The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
5. DEFENSE AND PROSECUTION OF ACTIONS
   (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
   (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
   (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO CooperATE
   (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
   (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY
   In case of a claim under this policy, the Company shall have the following additional options:
   (a) To Pay or Tender Payment of the Amount of Insurance.
      To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
      Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
   (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
      (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
      (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
      Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY
   This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
(continued)

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
   (i) the Amount of Insurance; or
   (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
   (i) the Amount of Insurance shall be increased by Ten percent (10%), and
   (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the
       Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in
    accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY
   (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from
       the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the
       completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or
       damage caused to the Insured.

   (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss
       or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title,
       as insured.

   (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit
       without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY
    All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the
        amount of the payment.

11. LIABILITY NONCUMULATIVE
    The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in
        Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a
        charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
    When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within
        thirty (30) days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
    (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured
        Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to
        the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured
        Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit
        the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any
        transaction or litigation involving these rights and remedies.

        If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to
        recover until after the Insured Claimant shall have recovered its loss.

    (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds,
        notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION INTENTIONALLY DELETED

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
    (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the
        Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

    (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

    (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by
        Schedule A of this policy.

    (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as
        the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement,
        (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY
    In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to
    include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
17. CHOICE OF LAW; FORUM
   (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

   Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

   (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
   Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at:

   Chicago Title Insurance Company
   P.O. Box 45023
   Jacksonville, FL 32232-5023
   Attn: Claims Department

END OF CONDITIONS
The County proposes to acquire two parcels (one a partial acquisition) along Little Bear Creek in unincorporated Snohomish County for conservation and restoration purposes.

- **Project Title:** Little Bear Creek Acquisitions
- **Amount Requested:** $650,000
- **Project Sponsor:** Snohomish County Surface Water Management
Project Location

- **LITTLE BEAR CREEK**
  - Important salmon recovery stream
  - Good habitat/biological conditions
  - Past & Ongoing investments
  - Worth Preserving

- **Near urban/urbanizing areas:**
  - Mill Creek and Bothell
  - UGA
Existing Conditions

- Two parcels
- Acres to acquire: ~3
- Zoning: R5
- East parcel: house built in 1935 and outbuildings
- West parcel: undeveloped
Site Description

- Over 700 feet of shoreline
  - 400 ft on Little Bear Creek
  - 300 ft on unnamed tributary
- Forest cover
- Wetlands
- Salmon species: Fall Chinook, Coho, Sockeye, Winter Steelhead, Kokanee
- Tributary: perennial, cold-water input; fish-barrier (perched culvert)
- Habitat connectivity
Project Summary
Project Summary
Thank you

Questions?
SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM
APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: SPRAGUE’S POND ACQUISITION
PROJECT SPONSOR: CITY OF LYNNWOOD
APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF21-06

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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document Attached</th>
<th>Check if Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title Page/Submittal Checklist</td>
<td>✓</td>
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<tr>
<td>2</td>
<td>I. Applicant Information</td>
<td>✓</td>
</tr>
<tr>
<td>3</td>
<td>II. Project Background:</td>
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<tr>
<td></td>
<td>a. Willing Seller Letter – Exhibit A</td>
<td>✓</td>
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<tr>
<td></td>
<td>b. Preliminary Title Report – Exhibit B</td>
<td>✓</td>
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<tr>
<td></td>
<td>c. Site Vicinity Map – Exhibit C</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>d. Aerial photograph – Exhibit D and Exhibit E</td>
<td>✓</td>
</tr>
<tr>
<td>4</td>
<td>III. Cost Worksheet (included in general project information)</td>
<td>✓</td>
</tr>
<tr>
<td>5</td>
<td>IV. Project Review Criteria responses</td>
<td>✓</td>
</tr>
<tr>
<td>6</td>
<td>Any other supporting documents (please list below)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>• Exhibit F – Elk’s Site Plan</td>
<td>✓</td>
</tr>
<tr>
<td>8</td>
<td>• Exhibit G – Sprague’s Pond Wetland Boundary</td>
<td>✓</td>
</tr>
<tr>
<td>9</td>
<td>• Exhibit H – Site Photos</td>
<td>✓</td>
</tr>
</tbody>
</table>
SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Sprague’s Pond Acquisition

2. AMOUNT REQUESTED (from Cost Worksheet) $1,000,000

3. PROJECT SPONSOR: City of Lynnwood
   Parks, Recreation & Cultural Arts Department
   Address: 19100 44th Ave W, Lynnwood, WA 98036

   Sponsor is: __X________ Unit of Local Government: __X________
   Private/Non-Profit Agency*: __________
   *Eligible per RCW 84.34.250

4. CONTACT PERSON:
   Name: Monica Thompson  Title: Senior Park Planner
   Address: 19100 44th Ave W, Lynnwood, WA 98036
   Phone: (425) 670-5567  Cell Phone: (206) 779-2212
   Email Address: mthompson@lynnwoodwa.gov

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:
   Address: 20032 Cedar Valley Road, Lynnwood, WA, 98036

---

Section: 16  Township: 27N Range: 4E
Assessor Tax Account Number(s): 00-6084-003-001-05
Property Legal Description (full legal if available): For APN/Parcel ID(s): 006084-003-001-05
THAT PORTION OF LOTS 1 AND 2, BLOCK 3, WALLENE INTERURBAN TRACTS, ACCORDING TO
THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 16, RECORDS OF SNOHOMISH
COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 89°38'38" EAST 153.86 FEET;
THENCE SOUTH 00°50'12" EAST 10.00 FEET TO THE SOUTHERLY MARGIN OF 200TH STREET
SOUTHWEST;
THENCE CONTINUING SOUTH 00°50'12" EAST 45.37 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 47°15'16" EAST 308.65 FEET;
THENCE SOUTH 76°44'18" EAST 18.99 FEET;
THENCE SOUTH 57°40'09" EAST 41.64 FEET;
THENCE NORTH 84°00'28" EAST 21.55 FEET TO THE NORTHWesterLY MARGIN OF CEDAR
VALLEY ROAD;

Attachment 1  2021 Grant Application
THENCE SOUTH 31°43'52" WEST ALONG SAID MARGIN 123.26 FEET;
THENCE SOUTH 33°09'48" WEST 117.49 FEET;
THENCE NORTH 89°46'11" WEST 166.30 FEET;
THENCE NORTH 00°50'12" WEST 481.81 FEET TO THE TRUE POINT OF BEGINNING;
EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF CEDAR VALLEY ROAD AS
CONVEYED TO THE CITY OF LYNNWOOD BY DEED RECORDED FEBRUARY 7, 1975 UNDER
RECORDING NO. 2373763, IN SNOHOMISH COUNTY, WASHINGTON;
ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE BOUNDARIES OF THAT CERTAIN
PARCEL OF LAND CONVEYED TO CEDAR VALLEY PARTNERS BY DEED RECORDED APRIL 10,
1991 UNDER RECORDING NO. 9104100184, IN SNOHOMISH COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

2. EXISTING CONDITIONS:
Number of Parcels: 1 Total Acres: 1.77 acres/77,101sf (gross); 0.94 acres/40,820sf (net)
Addition to Existing Site: YES ___ NO _X__ If yes, which site: ______
Current Zoning: Neighborhood Commercial (NC) __
List Existing Structures/Facilities: This property is currently vacant/unimproved except for
asphalt pavement at parking lot (35-45 spaces). The property was previously improved with a
late 1970s-era, 2-story/9,386sf office building that burned in August 2012 and the property was
subsequently cleared for redevelopment.
Current Use: Unimproved private property
Waterfront? (name of body of water): Yes. Sprague’s Pond
Shoreline? (lineal ft.): Approximately 450 linear feet
Owner of Tidelands/Shoreline (State or private): N/A

3. CURRENT OWNERSHIP:
Current Owner(s): Lynnwood Elks Lodge No. 2171
Is the property owner a willing seller? YES* _X__ NO ___
Summary of Property Encumbrances Identified in Preliminary Title Report**: Based on the
information in the title report, there do not appear to be any easements or other
encumbrances that would have a significant impact on the use or utility of the property. The
title exceptions include joint maintenance of the pond level by commonly owned valves/levees,
a reciprocal access agreement allowing the property owner to the north (JEDI/Thompson)
access through the subject property, and an easement that allows the subject property evening
and weekend parking on the northerly abutting parcel in exchange for parking lot maintenance.

*Include an owner signed “willing seller” letter or real estate listing and attach with application.
Included as Exhibit A.

**Attach Preliminary Title Report
Included as Exhibit B.
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.

**Property Description**
The City of Lynnwood is seeking financial assistance in the form of fee simple acquisition for the Elk’s property, a waterfront site located on the east side of Sprague’s Pond. The property consists of a single tax parcel on the west side of Cedar Valley Road and just south of 200th Street SW, in the South Lynnwood neighborhood within City boundaries but nearly adjacent to the City’s Town Center, Scriber Creek Trail, Sprague’s Pond Mini Park, and Scriber Creek Park. The property is 1.77 acres/77,101 sf, zoned Neighborhood Commercial and a little less than half of the total land area is open water of Sprague’s Pond. The remaining property is open lawn with a few existing single-standing trees and an existing asphalt parking lot.

**History**
The property was originally owned by the Sprague family and previously improved with a late 1970’s era, 2-story/9,386 sf over-water office building that burned down in August 2012. The building was cleared, and the property has remained unimproved since. The property was on-and-off the market from late 2012 through 2015. The Lynnwood Elks Lodge No. 2171 purchased the property in 2016 and listed the property for sale April 2020 for $1,840,000 but allowed the listing to expire in August 2020. The Elks are currently evaluating options to site and construct a replacement building.

**Proposed Use**
This property has the opportunity be open and available for public use within months of acquisition requiring only minor improvements: re-striping the existing asphalt parking lot and installing accessible amenities like a picnic table and a bench. Short and long-term use of the park is for passive recreational use to open lawn and approximately 350 linear feet of shoreline
allowing urban fishing and wildlife viewing. Future improvements may include a pedestrian bridge over the pond to connect to Sprague’s Pond Mini Park to create a walking-loop trail and/or a floating dock for fishing and environmental education, and restroom building.

Relationships to Other Properties
The Elks property is located in the heart of many City-owned facilities including Scriber Creek Park and Sprague’s Mini Pond Park. Separate from this grant request, we are currently negotiating with the Sprague family to acquire the 1.59-acre parcel adjacent to the Sprague’s Pond Mini Park (between the mini-park and the Elks property). The Elks property would help complete a critical upgrade to convert our existing 1-acre Sprague’s Pond Mini Park into a neighborhood park.

The Scriber Creek Trail is a spur off the regional Interurban Trail and is currently being upgraded into a multi-modal transportation corridor to help support the non-motorized connection to the Lynnwood City Center Light Rail Station. The Elks property is approximately 300 feet away from an entrance to the trail.

Site Context Map included as Exhibit D
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.

Our community regularly expresses the pride they have in Lynnwood’s 417 acres of parks and open space system because it is well-cared for. We will include long-term maintenance and stewardship of this site in our existing maintenance program. Nearly adjacent to the Elk’s property, the City of Lynnwood is currently maintaining the 1-mile Scriber Creek Trail, the 3.84-acre Scriber Creek Park, the 1-acre Sprague’s Mini Pond Park, and we are currently negotiating an additional 1.59-acre expansion to Sprague’s Pond Mini Park.

Immediate and future plans for the site will be limited to passive recreation and preservation of the pond shoreline. This site is located less than 1-mile (walk or drive) to the Edmonds School District’s Cedar Valley Community School, which provides us an opportunity to partner on environmental education of topics such as urban stormwater, peat bogs and fens, wetland habitat, and bird migration. We will plan and organize volunteer stewardship projects to identify
and remove invasive plant species with the school and Friends of Scriber Lake Park and other neighborhood groups.

There are no future plans for private business uses on 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):

The value of the property was determined by an independent appraisal completed in June 2021.

The City is requesting $1,000,000 to support the acquisition of the Elk’s property, however we commit to applying for the 2022 RCO WWRP Water Access Category to be able to reimburse the Conservation Futures Program up to $500,000 if awarded.

*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

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<th>Property Costs</th>
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<td>Land</td>
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<td>2021 Appraisal</td>
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<td>Improvements</td>
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<td><strong>PROPERTY COSTS SUBTOTAL:</strong></td>
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**Reimbursable Incidental Costs (as appropriate)**

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<tr>
<th>Item</th>
<th>Cost</th>
<th>Notes</th>
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<td>Applicable taxes</td>
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<td>Appraisal review</td>
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<td>Closing (escrow/recording fees)</td>
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<td>Cultural resources study</td>
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<td>Demolition</td>
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<td>Fencing</td>
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<td>Hazardous subsidence report</td>
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<td>Noxious weed control</td>
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<td>Other (Specify) Real Estate Consultant Fees</td>
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<td>Signage</td>
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<td>Title reports/insurance</td>
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<td>Wetland delineation</td>
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<td><strong>REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:</strong></td>
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<td><strong>TOTAL PROJECT COST (Property and Incidental):</strong></td>
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<td><strong>MATCH (cash and/or donation) – deduct from total project cost</strong></td>
<td>[ $398,550 ]</td>
<td>City Local Funds: Park Impact Fees</td>
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<td><strong>TOTAL CONSERVATION FUTURES FUNDING REQUEST:</strong></td>
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<td><strong>% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES</strong></td>
<td><strong>71.5%</strong></td>
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*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 Elk’s property is located in the heart of the City of Lynnwood, in the South Lynnwood Neighborhood and is sandwiched between Cedar Valley Road and the natural area of Sprague’s Pond. This property and all land surrounding the pond is urban and highly developed, with a mixture of commercial, residential, and the 1-acre Sprague’s Pond Mini Park is across the pond to the west and consists of a small playground, park benches, and sloped lawn.

Acquiring this property will help us permanently preserve approximately 350 linear feet of shoreline along Sprague’s Pond. Waterfront access is rare and limited in Lynnwood’s highly urbanized environment. Sprague’s Pond is one of only two publicly accessible urban fishing locations in Lynnwood. Fishing at Sprague’s Pond is a popular and fishers have already discovered the shores of the Elk’s property as one of their favorite places for urban fishing for trout and large-mouth bass.

The Pond is a depressional wetland that has been recently studied and rated as a Category III wetland with palustrine forested and emergent plant communities. The standard buffer for a Category III wetland with a habitat score of 5 is 150 feet, per LMC 17.10.052. Common plants include Pacific willow, red alder, and broadleaf cattail. Soils have not been formally recorded but can be assumed to be hydric due to strong presence of hydrophytic vegetation and wetland hydrology. Vegetation is typical of Puget lowland/upland forests and wetlands. Common invasive species are also abundant.

There are no Fish and Wildlife Priority Habitat Areas within the property areas. The land does not provide any upland areas that would be considered FWPBHAs because the study area does not contain essential habitat supporting any federally or state-listed endangered or threatened species; there are no contiguous blocks of distinct habitat due to urbanization of the watershed and the fish passage barriers.

However, the property has potential for shoreline and upland restoration because of the functions that the wetland provides. Potential restoration opportunities include improving water...
quality (area surrounding property and Pond are highly urbanized), opportunity to reduce urban flooding, and opportunities to improve the habitat to support more species.

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

The property is less than 1/4 mile directly west of Lynnwood’s Transit Center and future terminus of the light rail for the foreseeable future (Sound Transit is noting delays, with potential extension in 15 years). The area around the proposed light rail station in particular is experiencing strong densification as developers look for opportunities for transit-oriented development.

The property was previously improved with a late 1970s-era, 2-story/9,386sf office building that burned in August 2012, and the property was subsequently cleared for redevelopment. This property is threatened with redevelopment as the Elks currently have an approved land-use permit for a 2-story replacement building on the site for a building up to about 11,000sf. The Site Plan below shows an option to construct a one-story building.

The Elks’ Site Plan Included as Exhibit F
Although we value the Elks as a community asset, we believe this property has more value to our community as a public park than private development and would conserve the opportunity for environmental education, wildlife viewing, waterfront access, and picnic areas.

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

The City’s Connect Lynnwood Plan (2021 Draft) illustrates how the City can provide a framework of sidewalks, walkways, trails, paths, promenades, and bikeways to allow people the choice to travel between home, school, business, entertainment, and other services. The Scriber Creek Trail (SCT) is a spur from the regional Interurban Trail that connects a string of parks together through a dense urban neighborhood, Lynnwood Transit Center, future light rail station (open in 2024), and Lynnwood’s City Center which is rapidly redeveloping into mixed-use developments. Connectivity to the Scriber Creek Trail from the Elk’s parcel is via public sidewalk along Cedar Valley Road, and a formal entrance is less than 300 feet away. This site with its situation along Cedar Valley Road and its connection to the multi-modal Scriber Creek Trail provides us with a unique opportunity to utilize the existing asphalt parking lot and allow for more capacity to the park and recreation infrastructure.

The Scriber Creek Trail Redevelopment project is in final design and permitting to prepare for construction next year (construction 2022-2023). The SCT project will upgrade the existing limited use (due to flooding) poor conditioned, narrow, and non-accessible trail into a fully compliant 12’-16’ wide shared-use path that will be useable year-round. The 1-mile SCT connects the Interurban to Scriber Creek Park, Sprague’s Pond Mini Park, Scriber Lake Park, and Wilcox park to the north. The City of Lynnwood has long-term plans to continue the development of the Scriber Creek Trail into a Class I multi-use path from the Lynnwood Transit Center (and future light rail station) to Lund’s Gulch at the north end of the City.

The Elk’s property will allow the City to upgrade Sprague’s Pond Mini Park into a higher capacity neighborhood park with direct/adjacent and accessible connection to Scriber Creek Trail and the Interurban Trail. This collection of sites will serve as an important destination for walking, hiking, birding, and nature-based recreation not only for residents, but trail and light rail users as well.

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

The City is committed to investing in the South Lynnwood neighborhood, a dense and growing neighborhood that is and will be directly affected by the 2024 Lynnwood City Center Station (Sound Transit) opening.

The City recognized the existing development pressure on available land and limited opportunity to acquire new parklands in the 2016-2026 PARC Plan. In response, the plan also prioritizes securing properties to increase the distribution and access to neighborhood parks. Lynnwood is a small 7 square miles, and the neighborhood parks are the “work horses” for the Lynnwood park
system inasmuch as they provide the land and mixed recreational uses and amenities (parking, restroom, shelters). The Elk’s property will be contiguous to Sprague’s Mini Pond Park and is a strategic acquisition for its ability to increase capacity for the neighborhood/community residents and provide future amenities the other adjacent parks do not: accessibly to a waterfront, open lawn, restroom, and large parking lot.

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

Due to the parcel previously having an-over water structure, the Elks have an opportunity to construct a new building due to a decade old protection/grandfathered status. However, under today’s City regulations, new development would be prohibitive due to the 150-foot wetland buffer and purchasing this property will preserve the wetland buffer as critical areas. The City has been a strong leader in the protection of sensitive lands through its Critical Areas regulations and believe that the inclusion of protected critical areas strengthens and expand the broader park and open space system.

![Wetland Boundary and Information Provided as Exhibit G](image)

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

The parks primary service area would be within the 10-minute walk to the park. 4,000 people live within the walkshed where nearly 50% of households are low-income, 20% of residents are
Latinx, and 25% are children. The secondary service area is the South Lynnwood Neighborhood. Our equity maps show South Lynnwood as the most racially diverse and underserved neighborhood as the census tract hits all the metrics for underserved populations and opportunities for health improvements:

- The median household income is lower than the State’s by nearly $20,000
- Persons of color population is nearly double the State’s rate
- People with disabilities population is also higher than the State average
- Body mass index is just above the state’s, and
- The mortality rate is 8% above the state average.

Although not a standard metric, we want to note that the neighborhood school is the highest-need school in all the Edmonds School District. Of the 450 plus students, 82% are non-white, 40% are English Language Learners, and 79% are eligible for free or reduced lunch.

Equally important is this project will provide community-wide significance. When preserved in public ownership as a park, the Elk’s property will expand public waterfront access and urban fishing opportunities, opportunities for gathering and social interactions. This project meets both the active living and social connectedness goals of our Healthy Communities Action Plan.

Regionally, we hope and expect this property can serve as a destination location for users of the Interurban Trail or regional Transit Center. The Parks Department recently completed a Park and Trail Usage Study. Purchased mobile device data shows that more than 45,000 used the mini park between 2018-2020. The mini park is only about an acre and has .16 acres of waterfront. We can expect that the Elk’s property could double or even triple the capacity for park usage. This study shows that the availability of parking and walkability significantly increases the opportunity for neighborhood, community, and regional usage.

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

Lynnwood’s adopted parkland level of service is to provide 3.5 acres per 1,000 residents. With a current growth rate of approximately 2,000 new residents annually, acquisition of all types of parkland including open space is critically important to adequately serve the City’s population. Preservation of open space through acquisition is identified in several goals and policies in the PARC Plan:

- Policy 5.1: Provide a system of open space to preserve and protect the area’s remaining native forests, wetlands, streams, and wildlife habitats, and provide natural buffers to the built environment based on lands valued for future conservation.
- Policy 5.2: Preserve and protect in public ownership areas with significant environmental features.
• Policy 5.3: Conserve significant natural areas to meet habitat protection needs and to provide opportunities for residents to recreate and connect with nature, as appropriate.
• Action 2.5.1: Pursue opportunities to provide appropriate public access within natural areas to support passive recreation and environmental education.
• Action 2.5.2: Encourage conservation easements for open space within urban areas to buffer and enhance built environments.
• Action 4.10.6: Proactively seek parklands identified within this Plan, in both developed and undeveloped areas, to secure suitable locations for new parks to serve future residents. Evaluate acquisition opportunities based on criteria such as improvement to existing level of service, connectivity, preservation and scenic or recreational opportunities for residents.
• Action 4.10.7: Continue acquisition of open space properties in the Scriber Creek Watersheds.

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

N/A

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

This parcel is an important piece to an inclusive, and interconnected system of parks, trails, and open space that promote outdoor recreation, health, environmental conservation as integral elements of a livable community. Over 63% of households within the South Lynnwood neighborhood are renter-occupied, meaning the Elk’s property would be a key asset for residents without their own backyards. Nearby access to parks increases opportunity for physical activity and providing access to parks in neighborhoods with lower socioeconomic status is particularly important as parks are free.

Compared to other properties that need a planning, public outreach, design, and construction phases prior to opening, this property offers a special opportunity to be almost immediately enjoyed for passive recreation. Minimal improvements are needed to open the Elk’s property: striping the existing parking lot and providing few accessible amenities.

Long term plans for larger improvements that support passive recreation might include:

• overwater dock or viewpoint for fishing and/or environmental education
• park shelter for gathering
• east-west bridge that could connect Sprague’s Pond Mini Park to the Elk’s property creating a loop trail
• public restroom (all utilities are available on-site)

10. Does this project represent a unique or special opportunity?
The adjacency to Sprague’s Pond is what makes this a unique acquisition. Public water access opportunities are almost non-existent because Lynnwood is not a City with large lakes or shoreline, and its adjacency to Sprague’s Pond Mini Park provides perhaps the only opportunity to expand that park into a neighborhood 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_

The City is currently negotiating acquisition of the neighboring shoreline property to the west to increase the size and water access of Sprague’s Pond Mini Park.

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.
YES _X__
NO ___

The City plans to seek a Washington State RCO grant to reimburse the Conservation Futures Program up to $500,000 if successful.

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.
August 13, 2021

Lynnwood Elks Lodge # 2171  
19800 44th Ave W, Ste H 
Lynnwood, WA 98036

RE- Property located at 2032 Cedar Valley Road, Lynnwood, WA

RE: Voluntary Acquisition Notice

Arnold Smith,

As you know the City of Lynnwood has interest in the purchase of the property referenced above. The City is contemplating the transaction and exploring avenues for funding a purchase. As part of that exploration the Parks Department is submitting for a grant through Snohomish County, with the application due August 31, 2021.

Because state or federal money may be used in the purchase, the City is required to let you know that if the sale was to occur it would be voluntary. If the Elks Lodge decides it does not wish to sell, the City would not acquire the property. The City of Lynnwood will not acquire the property by condemnation (i.e., through powers of eminent domain).

Because the purchase would be voluntary, the Elks Lodge would not be eligible for relocation payments or other relocation assistance under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or the state Real Property Acquisition Policy (Chapter 8.26 Revised Code of Washington) or any other law or regulation. However, any tenants that are eligible displaced people located on the property will be offered relocation assistance.

Again, please understand that if the Elks Lodge does not wish to sell the property, the City will take no further action to acquire it. If the City determines it wants to buy the property and the Elks Lodge is willing to sell the property, the purchase price will be negotiated based upon the fair market value as determined by an appraisal and review appraisal of the property. You also may choose to donate a portion of the purchase price once the fair market value has been established.

Please let me know if you have any tenants as they may be eligible for relocation assistance.
To acknowledge receipt of this letter, please sign this letter below and scan/email to mthompson@lynnwoodwa.gov, or mail to Monica Thompson, the City of Lynnwood, Parks, Recreation and Cultural Arts Department, North Administration Building, 19000 44th Ave W, Lynnwood, WA 98036.

Signature: [Signature] Date: **August 14 2021**

Print Name: **Arnold H. Smith, Chairman of the Board of Directors**

If you have questions about this matter, please contact Cynthia Berne by phone at (206)-696-3156 or by email at cynthia@longbayenterprises.com.

Sincerely,

**CITY OF LYNNWOOD**

[Signature]

Nicola Smith, Mayor
Commitment for Title Insurance

Title Officer: Commercial Unit
Email: Everett.CU@ctt.com
Title No.: 500119726

Property Address: 20032 Cedar Valley Rd Lynnwood, WA 98036

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, 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:

Countersigned By:

Authorized Officer or Agent
Lee Kessler

Randy Quirk, President
Attest:

Marjorie Nemzura, Secretary
CHICAGO TITLE COMPANY OF WASHINGTON  
COMMITMENT NO. 500119726

Transaction Identification Data for reference only:

<table>
<thead>
<tr>
<th>ISSUING OFFICE:</th>
<th>FOR SETTLEMENT INQUIRIES, CONTACT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title Officer:  Commercial Unit</td>
<td></td>
</tr>
<tr>
<td>Chicago Title Company of Washington</td>
<td></td>
</tr>
<tr>
<td>3002 Colby Ave., Suite 200</td>
<td></td>
</tr>
<tr>
<td>Everett, WA 98201</td>
<td></td>
</tr>
<tr>
<td>Fax: (855)394-4817</td>
<td></td>
</tr>
<tr>
<td>Main Phone: (425)259-8205</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Everett.CU@ctt.com">Everett.CU@ctt.com</a></td>
<td></td>
</tr>
</tbody>
</table>

Order Number: 500119726

SCHEDULE A

1. Commitment Date: April 9, 2021 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006
   - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
   - Proposed Policy Amount: $10,500.00
   - Premium: $186.00
   - Tax: $18.23
   - Rate: Standard
   - Total: $204.23

(b) ALTA Loan Policy 2006
   - Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser
   - Proposed Policy Amount: $10,500.00
   - Premium: $350.00
   - Tax: $34.30
   - Rate: Extended
   - Total: $384.30

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:
   Lynnwood Elks Lodge #2171, Benevolent and Protective Order of Elks of The United States of America, a Washington corporation

5. The Land is described as follows:

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

END OF SCHEDULE A
EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 006084-003-001-05

THAT PORTION OF LOTS 1 AND 2, BLOCK 3, WALLENE INTERURBAN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8 OF PLATS, PAGE 16, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 89°38'38" EAST 153.86 FEET;
THENCE SOUTH 00°50'12" EAST 10.00 FEET TO THE SOUTHERLY MARGIN OF 200TH STREET SOUTHWEST;
THENCE CONTINUING SOUTH 00°50'12" EAST 45.37 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 47°15'16" EAST 308.65 FEET;
THENCE SOUTH 76°44'18" EAST 18.99 FEET;
THENCE SOUTH 57°40'09" EAST 41.64 FEET;
THENCE NORTH 84°00'28" EAST 21.55 FEET TO THE NORTHWesterLY MARGIN OF CEDAR VALLEY ROAD;
THENCE SOUTH 31°43'52" WEST ALONG SAID MARGIN 123.26 FEET;
THENCE SOUTH 33°09'48" WEST 117.49 FEET;
THENCE NORTH 89°46'11" WEST 166.30 FEET;
THENCE NORTH 00°50'12" WEST 481.81 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF CEDAR VALLEY ROAD AS CONVEYED TO THE CITY OF LYNNWOOD BY DEED RECORDED FEBRUARY 7, 1975 UNDER RECORDING NO. 2373763, IN SNOHOMISH COUNTY, WASHINGTON;

ALSO EXCEPT THAT PORTION, IF ANY, LYING WITHIN THE BOUNDARIES OF THAT CERTAIN PARCEL OF LAND CONVEYED TO CEDAR VALLEY PARTNERS BY DEED RECORDED APRIL 10, 1991 UNDER RECORDING NO. 9104100184, IN SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.
SCHEDULE B, PART I
REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner’s policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
SCHEDULE B, PART I
REQUIREMENTS
(continued)

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

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

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of $500,000 or less;
1.28% on any portion of the sales price above $500,000, up to $1,500,000;
2.75% on any portion of the sales price above $1,500,000, up to $3,000,000;
3.00% on any portion of the sales price above $3,000,000;

Local portion: 0.50% on the entire sales price.

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

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

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE](#). 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).

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

Name: Lynnwood Elks Lodge #2171, Benevolent and Protective Order of Elks of The United States of America

a. A copy of the By-laws, Rules and Regulations or Articles of Association (sometimes known as the "Agreement" or "Charter").

b. A copy of satisfactory documentation, pursuant to the organizational documents, authorizing this transaction.

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

11. A completed owner’s affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.
TO PROVIDE THE EXTENDED COVERAGE POLICY AND/OR ALTA HOMEOWNER’S POLICY IDENTIFIED IN SCHEDULE A, GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.

If there have been recent improvements on the property within 90 days prior to closing we will require a signed indemnity agreement and a recent financial statement from each indemnitor.

If construction financing is to be insured, please contact the title officer for requirements.

The Company reserves the right to add additional exceptions or make further requirements after review of the property inspection and requested documentation.

Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.

END OF REQUIREMENTS

NOTES

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

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

Note B: The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

PTN LTS 1 & 2, BLK 3, WALLENE INTERURBAN TRACTS
Tax Account No.: 006084-003-001-05
Note D: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

20032 Cedar Valley Rd
Lynnwood, WA 98036

Note E: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

END OF NOTES
END OF SCHEDULE B, PART I
SCHEDULE B, PART II
EXCEPTIONS

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

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

GENERAL EXCEPTIONS

A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.

D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers’ compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.

E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.

F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.

G. Unpatented mining claims, and all rights relating thereto.

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
SCHEDULE B, PART II
EXCEPTIONS
(continued)

SPECIAL EXCEPTIONS

1. 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 the plat of Wallene Interurban Tracts:

   Recording No.: 144136

2. Waiver of Damages contained in Deeds and the terms and conditions thereof:

   In favor of: Snohomish County

   Recording No.: 210520
   Recording No.: 210254
   Recording No.: 225507

   As follows: Said grantor does hereby relinquish all claims of damage caused or arising by reason of the laying out and establishing of a public road upon the property herein conveyed.

3. Power of Attorney in the nature of a covenant and the terms and conditions thereof:

   Recording Date: February 7, 1975
   Recording No.: 2373765

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

   Purpose: Use of parking area
   Recording Date: December 30, 1976
   Recording No.: 7612300177
   Affects: North 60 feet

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

   Granted to: Public Utility District No. 1 of Snohomish County
   Purpose: Electric transmission and/or distribution system
   Recording Date: January 21, 1977
   Recording No.: 7701210167
   Affects: Portion of said premises

6. Power of Attorney in the nature of a covenant and the terms and conditions thereof:

   Recording Date: May 22, 1986
   Recording No.: 8605220093

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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7. 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 Boundary Line Adjustment:

   Recording No.: 9609250421

   Notice and the terms and conditions thereof:

   Recording Date: October 1, 1996
   Recording No.: 9610010472

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

   Granted to: Dwight Thompson, Irene Arden and Jedi Partners, LLC
   Purpose: Ingress and egress
   Recording Date: February 26, 1998
   Recording No.: 9802260205
   Affects: Portion of said premises

9. Sprague Lake Maintenance Agreement and the terms and conditions thereof:

   Executed by: Walter Sprague and Fern Sprague, husband and wife, Lesley Sprague, Dwight Thompson, Irene Arden and Jedi Partners, LLC
   Recording Date: February 26, 1998
   Recording No.: 9802260206

10. Easement Agreement and the terms and conditions thereof:

    Executed by: Jedi Partners, LLC, Dwight Thompson and Lynnwood Elks Lodge No. 2171
    Recording Date: October 26, 2017
    Recording No.: 201710260563

11. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Sprague Lake.

12. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Sprague Lake.

13. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.
14. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

15. 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: 2021
   Tax Account No.: 006084-003-001-05
   Levy Code: 00452
   Assessed Value-Land: $1,016,800.00
   Assessed Value-Improvements: $600.00

   General and Special Taxes:
   Billed: $9,095.05
   Paid: $0.00
   Unpaid: $9,095.05

16. Liability, if any, for personal property taxes pursuant to RCW 84.56.070 wherein no sale can be made without prepayment of said tax, including advance tax for the following calendar year. The form is available at: https://snohomishcountywa.gov/334/Business-Personal-Property.

   PLEASE NOTE: The Snohomish County Treasurer will not process any conveyance document on any property until this process has been completed, whether taxes are due or not. This process must be completed before the proposed deed or any quit claim deed is presented for recordation.

   Note: 0248047 and 0084269 are located on this property.

17. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.

   Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at CapChargeEscrow@kingcounty.gov.

   * A map showing sewer service area boundaries and incorporated areas can be found at:
   http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx#4E564EB5E6894FBC95694BE009A45399

   Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

   NOTE: This exception will not appear in the policy to be issued.
SCHEDULE B, PART II
EXCEPTIONS
(continued)

18. A deed of trust to secure an indebtedness in the amount shown below,

   Amount:      $280,000.00
   Dated:       October 11, 2000
   Trustor/Grantor: Ronald F. Chin and Suana Wong Chin, husband and wife
   Trustee:     Evergreen Title Company, Inc.
   Beneficiary: Fred T. Peterson and Patricia Peterson, husband and wife
   Recording Date: October 23, 2000
   Recording No.: 200010230254
   Affects:     Includes other property

   A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

   Trustee:     First American Title Insurance Company
   Recording Date: October 12, 2018
   Recording No.: 201810120131

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

20. To provide an extended coverage lender’s policy, general exceptions B and C are hereby eliminated. General
   exceptions A and D have not been cleared.

   In consideration of clearing paragraphs A and D of Schedule B, please have the borrower/owner complete the
   enclosed affidavit and return to our office for review.

   END OF SCHEDULE B, PART II
COMMITMENT CONDITIONS

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I-Requirements;
   (f) Schedule B, Part II-Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

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

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I-Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
   (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
   (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.
6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

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

END OF CONDITIONS
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.
WIRE FRAUD ALERT

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

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

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

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.

- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.

- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

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

**Federal Bureau of Investigation:**
http://www.fbi.gov

**Internet Crime Complaint Center:**
http://www.ic3.gov
Effective April 9, 2020

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.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of 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.

We may collect Personal Information about you from:
- information we receive from you or your agent;
- 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.

Collection of Browsing Information

FNF automatically collects 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 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.

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 unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you 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 others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among 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 without your consent.

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 additional information about your California privacy rights, please visit the "California Privacy" link on our website (https://fnf.com/pages/californiaprivacy.aspx) or call (888) 413-1748.

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

Information From Children
The FNF Websites are 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. 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 as required or authorized by contract with the mortgage loan servicer or lender, or 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; Use of Comments or Feedback
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 Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.
Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests 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
Click on a portion of the UGA to open a detailed map.
Approximate Wetland Boundary
150-ft Buffer
Scriber Creek (City of Lynnwood)
Saturated only
Permanently flooded
SPRAGUE’S POND ACQUISITION
SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM - 2021 ROUND 2
SITE PHOTOS

View looking north

View from Sprague’s Mini Pond Park

View looking southwest
SPRAGUE’S POND ACQUISITION
SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM - 2021 ROUND 2
SITE PHOTOS

Water access

Urban fishing from Elk’s property

View looking northwest
Location & Context: City Scale
Property Information

Details
- Address: 20032 Cedar Valley Road, Lynnwood
- Property owners: Lynnwood Elk’s Lodge #2171
- 1.77 acres (gross)
- Zoning: Neighborhood Commercial
Property Information

Recent History

- 2012 – Building burned down
- 2016 – Purchased by Elks for $500,000
- 2020 – Elks Listed for sale
  - On market from April – August 2020
  - List price was $1.84M (no offers)
- 2020 October – Elks consider revising site plan
  - Change from 10,000 SF (2-story) to 5,000 SF (single-story)
- 2021 – Parks inquired (“For Sale” sign still installed)
  - Elks will consider offer
- 2021 – (June) Appraisal complete: $1,320,000
- 2021 (September) Begin negotiations

Elks Proposed Site Plan – October 2020
Opportunities

• Adjacent to City Center
• Immediate community asset
  • parking lot (approximately 44 spaces)
  • open lawn (approximately .5 acre)
• Minimal investment to open to the public
• Low maintenance
• Adds capacity to meet level of service
  • 3.5 acres per 1,000 residents
Opportunities

• All utilities are existing and available for future restroom building
  • Water
  • Sewer
  • Electricity
Opportunities

• Site is almost level (ADA access)
Opportunities

• Provides (rare) public water access
• ~450 linear feet of shoreline
Opportunities

- Floating dock / fishing pier
- Wildlife viewing
Opportunities – Connectivity

• Future bridge could span to connect Sprague’s Pond Mini Park and create a 0.35 mile loop
Opportunities - Connectivity
Questions/Discussion
Attachment 7 – CF21-07, Ventures Property Site, Monroe, Megan Darrow, Surface Water Program Analyst, City of Monroe
SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROGRAM YEAR 2021
GRANT ROUND 2
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. A maximum amount of $3 - $4 million dollars may be available for distribution in 2021 for these purposes.

PROGRAM REQUIREMENTS
Please note the following requirements for 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 be 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., Tuesday, August 31, 2021. Submissions received after the 5:00 p.m., Tuesday, August 31, 2021 due date will not be accepted. Final grant applications shall be submitted by mail, attention David McConnell, or electronically to david.mcconnell@snoco.org. If submitting by mail, the submittal must arrive by the submission deadline. Mailed submittals shall consist of eight double sided color copies of the application, and all attachments, along with one digital copy (.pdf). No hand-delivered submissions will be accepted. 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:

<table>
<thead>
<tr>
<th>Kye Iris, Snohomish County Staff Contact</th>
<th>Sharon Swan, Snohomish County Staff Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone (425) 388-6623</td>
<td>Phone (425) 388-6616</td>
</tr>
<tr>
<td>E-mail <a href="mailto:kye.iris@snoco.org">kye.iris@snoco.org</a></td>
<td>E-mail <a href="mailto:sharon.swan@snoco.org">sharon.swan@snoco.org</a></td>
</tr>
<tr>
<td>Snohomish County Conservation Futures Program</td>
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<tr>
<td>6705 Puget Park Drive</td>
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<tr>
<td>Snohomish, WA 98296-4214</td>
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<thead>
<tr>
<th>David McConnell, Snohomish County Staff Contact</th>
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<tbody>
<tr>
<td>Phone (425) 388-6627</td>
</tr>
<tr>
<td>E-mail <a href="mailto:david.mcconnell@snoco.org">david.mcconnell@snoco.org</a></td>
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<tr>
<td>Snohomish County Conservation Futures Program</td>
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<td>6705 Puget Park Drive</td>
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<td>Snohomish, WA 98296-4214</td>
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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. Proposed acquisitions in urban areas shall be no smaller than 1 acre minimum in an urban area retained in its natural state and open to the public (RCW 84.34.020).

3. 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 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 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 applying, 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 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 Monday, June 07, 2021 and completed final application packets are due on Tuesday, August 31, 2021 at 5:00 p.m. A CFPAB application review meeting will be scheduled for Wednesday, September 15, 2021 at 5:30 p.m. for review of applicant presentations. The meeting may be continued to a second day, if many applications are received, or there is need for additional time for Board consideration of proposals.

**PLEASE NOTE** Due to COVID-19, the application review process has not been fully determined. The board meeting and grant presentations may be virtual via Zoom or may be held in person. Applicants will be notified prior to the scheduled time of meeting details.

Presentations: Applicants will be asked to give a short presentation of approximately 5 minutes at the September 2021 meeting and address questions from the CFPAB. Presentations should highlight the key aspects of the project and address any new information/considerations related to the proposal that have emerged since project application. Please summarize for the board the most important highlights of the grant proposal!

Projects will be reviewed by the CFPAB and ranked at the September 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 March meeting. 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 Monday, June 07, 2021.
2. Completed applications shall be due no later than Tuesday, August 31, 2021 at 5:00 p.m.
3. CFPAB will hear 5-minute grant application presentations and may ask clarifying questions at the application review meeting Wednesday, September 15, 2021.
4. CFPAB makes final recommendations through the County Executive to Snohomish County Council for review and final consideration (October 2021; actual timing TBD).
5. 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 October 2021.
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: VENTURE PROPERTY SITE, MONROE
PROJECT SPONSOR: CITY OF MONROE
APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF21- 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.

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Document Attached</th>
<th>Check if Included</th>
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<tbody>
<tr>
<td>1</td>
<td>Title Page/Submittal Checklist</td>
<td>X</td>
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<tr>
<td>2</td>
<td>I. Applicant Information</td>
<td>X</td>
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<tr>
<td>3</td>
<td>II. Project Background (site vicinity map and aerial photograph)</td>
<td>X</td>
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<tr>
<td>4</td>
<td>III. Cost Worksheet (included in general project information)</td>
<td>X</td>
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<td>5</td>
<td>IV. Project Review Criteria responses</td>
<td>X</td>
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<tr>
<td>6</td>
<td>Support Letters - Snohomish Conserv Dist, Forterra, Sound Salmon Solutions</td>
<td>X</td>
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<td>7</td>
<td>Willing Seller Letter</td>
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<td>8</td>
<td>Title Report</td>
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<td>9</td>
<td>Valuation Letter</td>
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<td>10</td>
<td>Aerial Photo of Property</td>
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<td>11</td>
<td>Parcel Map – Ventures Property &amp; City Owned Properties</td>
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<tr>
<td>12</td>
<td>Natural Park/Open Space Conceptual Map</td>
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<tr>
<td>13</td>
<td>WDFW Priority Maps – Ventures Property Site &amp; Adjacent Parcels</td>
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<tr>
<td>14</td>
<td>Drone Aerial Photos – Ventures Site Property &amp; Adjacent Parcels</td>
<td>X</td>
</tr>
<tr>
<td>15</td>
<td>Site Photos</td>
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</tr>
</tbody>
</table>
SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Ventures Property Site, Monroe

2. AMOUNT REQUESTED (from Cost Worksheet) $215,700

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: Megan Darrow       Title: Surface Water Program Analyst
   Address: 806 West Main Street, Monroe WA 98272
   Phone: 425-760-0289
   Email Address: mdarrow@monroewa.gov

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:
   Address: Parcel Number 28063500104400, Monroe WA 98272
   Section: 35  Township: 28N  Range: 06E
   Assessor Tax Account Number(s): 28063500104400
   Property Legal Description (full legal if available): SEC 35 TWP 28 RGE 06N1/2 SW1/4 NE1/4 & N1/2 N1/2 S1/2 SW1/4 NE1/4 EXC TH PTN LY NLY & WLY OF FDL - COM AT SW COR OF N1/2 N1/2 SD S1/2 TH S88*24 03E ALG S LN THOF 45.73FT TO TPB TH N00*59 09W 170.37FT TH S89*01 05E136.96FT TH N85*25 57E 427.36FT TH S89*30 57E 107.28FT TH N83*26 56E 622.86FT TO E LN OF N1/2 SW1/4 NE1/4 & TERM OF SD LN

2. EXISTING CONDITIONS:
   Number of Parcels: 1  Total Acres: 6.77
   Addition to Existing Site: YES ___ NO X If yes, which site: ______________________________
   Current Zoning: Tourist Commercial (TC)
   List Existing Structures/Facilities: None
   Current Use: Vacant
   Waterfront? (name of body of water): N/A
   Shoreline? (lineal ft.): N/A
   Owner of Tidelands/Shoreline (State or private): N/A
3. CURRENT OWNERSHIP:
Current Owner(s): Venture Pacific Partners, Inc.
Is the property owner a willing seller? YES*  X  NO ___
Summary of Property Encumbrances Identified in Preliminary Title Report**: None

*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 City of Monroe proposes the acquisition of 6.77 acres of land located approximately 14 miles east of Everett. The property (Ventures Property site) lies in the vicinity of the Evergreen State Fairgrounds and US Highway 2 along the northern edge of a runway for First Airfield.

Ventures Property offers a sixty-foot-wide access and utilities easement from 179th Avenue SE, and if acquired, it would connect three adjacent parcels currently owned by the City of Monroe that are designated as conservation land.
The limited access to the three existing parcels has provided on-going challenges with completion of conservation projects and monitoring of the properties. The three city-owned parcels cumulatively equal 46.71 acres and would grow to 53.48 acres with the acquisition of the Ventures Property site.

The Ventures Property site is owned privately by Ventures Pacific Partners, Inc. It is currently zoned as Tourist Commercial (TC) and has not been developed to-date. It measures approximately 1,280 feet along its southern boarder adjacent to the runway and 1,298 feet along its northern border; its easterly property line is 308 feet in length, and its westerly line is 170 feet in length.

Cripple Creek, a fish bearing stream, flows in a southwestern direction along the northern perimeter of Ventures property. The property also consists of Category II wetlands and critical riparian areas throughout the site. The three parcels currently owned by Monroe also house Creatom Creek, Backhoe Creek, and Arena Creek. Category II wetlands and critical riparian areas can also be found throughout the three city-owned parcels.

Monroe is seeking to preserve the Ventures Property site as conservation land/open space. In accordance with the mission of the City’s 2015 Park Recreation and Open Space Plan, the vision is to create one large park that includes the Ventures Property site and the adjacent three city-owned conservation parcels. The City would like to create a trail/boardwalk system that will connect all four parcels together as one site, provide interpretive signs and wildlife observations viewpoints. The access easement off of 179th Avenue SE will allow local access to a unique site that would be unlike any parks or open space the City currently manages. The acquisition of the Ventures Property site would enable the City to provide a more diverse recreational use while conserving critical landscapes for the benefit of plants, the riparian area, wildlife, and people.

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.

Monroe’s Parks and Recreation Department will be responsible for managing the Ventures Property site. The city’s parks department consists of 8 FTE’s and has a $1.4 million annual operating budget, and a robust capital improvement program. The role of the parks 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 Monroe’s parks, recreation, trails, and open space system.

The Habitat Conservation Comprehensive Plan can be found in the 2015 Park Recreation and Open Space Plan developed by the city. The acquisition and development of a natural park/open space accomplishes the mission statement of the plan as it will “protect and enhance the natural beauty of Monroe through the development of a vibrant system of parks, open space, and trails”. It also will “enhance health, quality living and the natural environment for future generations”. The plan also discusses that natural resource areas and greenways, designated as “open space”, provide important scenic and natural wildlife habitat, which are valued resources. The principal role of open space is that it represents important implications for quality of life and visual relief from urban development.

In addition to maintenance and monitoring provided by the Parks and Recreation Department, the Monroe’s Public Works Department will assist with planning and implementation of the nature preserve. The Public Works Department also plans to coordinate restoration efforts throughout the Ventures Property site and the three city-owned parcels with Snohomish Conservation District, Sound Salmon Solutions, and the local community. Monroe has received letters of support from Snohomish Conservation District, Sound Salmon Solutions, and Forterra. The City will continue to partner with Snohomish County and the Department of Fish and Wildlife for ongoing stewardship programs and opportunities.

7. PROJECT COST (Cost Worksheet):

Attachment 1  2021 Grant Application
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 see the attached valuation letter written describing appraised value of the land and related justification for the appraised value.

*Please note that if additional grant funds will be sought from other sources (e.g. Washington State Recreation and Conservation Office (RCO), an appraisal will be required. Additional acquisition and appraisal requirements for matching grants, administered through RCO, can be found at [https://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/](https://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/)
## SECTION III - COST WORKSHEET

### ESTIMATE OF COSTS

<table>
<thead>
<tr>
<th>Property Costs</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land</td>
<td>$195,000</td>
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<tr>
<td>Improvements</td>
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<tr>
<td><strong>PROPERTY COSTS SUBTOTAL:</strong></td>
<td><strong>$195,000</strong></td>
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</tr>
<tr>
<td><strong>Reimbursable Incidental Costs</strong></td>
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<tr>
<td>(as appropriate)</td>
<td></td>
<td></td>
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<tr>
<td>Applicable taxes</td>
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<tr>
<td>Appraisal review</td>
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<td>Boundary survey</td>
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<td>Closing (escrow/recording fees)</td>
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<td>Cultural resources study</td>
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<td>Demolition</td>
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<td>Fencing</td>
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<tr>
<td>Hazardous subsidence report</td>
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<tr>
<td>Noxious weed control</td>
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<td>Other (Specify)</td>
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<tr>
<td>Signage</td>
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<td>Title reports/insurance</td>
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<td>Wetland delineation</td>
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<td><strong>TOTAL PROJECT COST</strong></td>
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<td>(Property and Incidental):</td>
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<td><strong>MATCH (cash and/or donation) – deduct from total project cost</strong></td>
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<td><strong>TOTAL CONSERVATION FUTURES FUNDING REQUEST:</strong></td>
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<td>% of total Project Cost requested from Conservation Futures**</td>
<td>81.5%</td>
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</table>

*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 Ventures Property site is a 6.7-acre property that is located north of Highway 2 and west of the Evergreen State Fair Grounds inside the City of Monroe. The property is relatively flat with Category II wetlands documented throughout; the site itself consists mainly of Reed Canary Grass (*Phalaris arundinacea*) and some Cattail (*Typha latifolia*). The exception is Cripple Creek (a Class III stream) and its buffer area which exist along the northern property line housing some biodiversity. Native species can be observed in this area, including Black Cottonwood (*Populus trichocarpa*), Douglas Spirea (*Spiraea douglasii*), Pacific Dogwood (*Cornus nuttallii*), Pacific Willow (*Salix lucida*), Sitka Willow (*Salix sitchensis*), Stinging Nettle (*Urtica dioica*), Twinberry Honeysuckle (*Lonicera involucrate*) and Western Red Cedar (*Thuja plicata*). Invasive species can be observed throughout the buffer areas around Cripple Creek including Evergreen Blackberry (*Rubus laciniatus*), Field Bindweed (*Convolvulus arvensis*), and Himalayan Blackberry (*Rubus armeniacus*).

Cripple Creek originates northwest of Monroe and flows southeast into French Creek. One of its most southern reach flows along the Ventures property’s northern property line. The overall health of the creek is poor; while its water quality and aquatic life has been documented by Snohomish County’s 2018 *State of Our Waters: Cripple Creek Health Report* as
“good”, its provided habitat is ranked as “very poor”. The county’s Health Report also documented that the stream has good water quality overall but that in the summer months the creek is experiencing warmer temperatures leading to lower oxygen levels and higher nutrients; there is also fecal bacteria occurring in the creek. The lower reaches of the creek are not currently flowing during dry summer months, preventing salmon from reaching their spawning grounds. The county also stated in the Health Report that actions to prevent pollution and enhance habitat are needed to improve the stream’s health. Acquisition of Ventures Property would ensure the site would remain protected and allow the City to plan restoration and enhancements to improve the habitat and biodiversity of the property as well as protect the existing wetlands present; it would also provide an opportunity for restoration.

Acquisition of the Ventures Property site would offer an access easement to all four parcels for preservation of the open space. Currently, the City does not have an access easement to the 46.71 acres that it owns. There has been a strong interest by the City and local environmental non-profit groups to conduct restoration projects on the three parcels currently owned by the City; lack of access to the parcels has prevented restoration projects from taking place in the past.

In 2018, some initial restoration work was conducted (in partnership with Snohomish Conservation District) on the western most parcel along Creatom Creek (the 6.46-acre parcel). 14,000 Willow stakes were planted to improve shading along the creek; more work is needed to restore and improve the habitat in that parcel along Creatom Creek but the challenge of getting into the site has prevented work from taking place. Acquisition of the Ventures Property site would allow access to all four parcels making restoration projects possible.

In addition to restoration projects on the Ventures Property site, the City intends to maintain the property and its adjacent parcels as an open space preserve. The City does not currently have a nature preserve, the nearest nature preserve is the Snohomish River Estuary which is located in the Skykomish/Snohomish Watershed, approximately 15-miles west of Monroe.
2. How does the project conserve opportunities which are otherwise threatened by development?

The City of Monroe is experiencing significant growth pressure and has seen an expansion in both urban and rural development. The City has processed more than 650 residential building permits in the last five years. This increase in development is a major factor contributing to the decline of habitat conditions. The Ventures Property site is currently zoned as “TC – tourist/commercial” which makes the property vulnerable to being bought for the purpose of development. Acquisition of the parcel ensures that it remains protected from tourist-based or commercial development thus leading to habitat loss.

Acquisition of the Ventures Property site would not only prevent future development of the parcel itself but would create an opportunity to have access to over 50-acres of conservation/open space land and work to restore and enhance riparian areas to three fish bearing streams (listed for threatened species) and multiple wetland areas. It would also provide a protected refuge for countless animal species that are losing habitat due to development and urban sprawl.

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

Trail Corridor
The City envisions that the property (and overall project including the three city-owned parcels) would include future trail development with access to the property from 179th Ave SE. The concept for the natural park includes a small pervious parking lot constructed on the Ventures Property site that links to a trail system that spans across the remainder of the Ventures Property site and in to the three city-owned conservation parcels. The trails consist of two loop systems and would be constructed in the least invasive way possible; boardwalks and viewpoints would be installed in some areas to provide an opportunity for the community to enjoy the park’s natural features and observe wildlife. Signage would be installed throughout the natural park setting to educate the community on topics including stormwater, water quality, riparian areas, native plant species, invasive species, and noxious weed control, as well as highlight different species living on the parcels. Those who come to visit will experience a unique recreation and educational opportunity to view and understand the importance of conserving landscapes for the benefit of people, plants, and wildlife.
Natural Area Linkage
The acquisition of the Ventures Property site would immediately benefit the three adjacent conservation properties currently owned by the City of Monroe as it would provide an easement to access all four parcels. The linkage of the four parcels would create a 53.48-acre open space that could host restoration events and provide a new type of recreation and educational opportunity for the local community.

The Type II wetlands and riparian zone surrounding Cripple Creek provide 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; the density of wildlife in riparian zones is also comparatively high. Riparian zones have greater diversity of mammalian species than upland areas due to the diverse vegetation. Riparian zones also provide breeding habitat for more species of birds than any other habitat in Washington state. Nesting areas for species such as marbled murrelets and harlequin ducks are provided throughout the Ventures Property site and city-owned conservation/open space parcels.
The forested area along the northern property line (and throughout the northern and western adjacent parcels) provide habitat for more specialized species such as shelter for birds, amphibians, reptiles, and mammals of all sizes including bobcats, coyote, and deer.

In addition to the Department of Fish and Wildlife’s (WDFW) Priority Habitat & Species map having documented Fresh Emergent Wetlands occurring on the Ventures Property site, it also has listed Cripple Creek (along the site’s northern property boundary) for the occurrence and migration of Coho Salmon (*Oncorhynchus kisutch*) and Bull Trout (*Salvelinus confluentus*). Both Coho Salmon and Bull Trout are listed as threatened species per the federal Endangered Species Act (ESA). The three city-owned conservation parcels to the north and west of the Ventures Property site are also documented by WDFW to have Freshwater Emergent Wetlands and Freshwater Forested/Shrub Wetlands occurring throughout the parcels. Both Coho Salmon and Bull Trout are listed to occur and migrate in Creatom which flows through the western most city-owned conservation parcel adjacent to the Ventures Property site.

During high flows, the wetlands disperse throughout the properties to provide floodwater storage, sediment, and organic material transport. Snohomish County’s 2018 *State of Our Waters: Cripple Creek Health Report* documented that “actions to prevent pollution and enhance habitat are needed to improve stream health”.

Having direct, safe access to the Ventures Property site and the three adjacent city-owned conservation parcels will enable Monroe to partner with local non-profit organizations such as Snohomish Conservation District and Sound Salmon Solutions to provide restoration efforts of riparian zones and wetlands and increase the attraction for salmon.

4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective?
The acquisition of the Ventures Property site would immediately benefit the three adjacent conservation parcels currently owned by the City of Monroe as it would provide an easement to access and connect all four parcels as a conservation/open space area. The linkage of the four parcels would create a 53.48-acre open space that could host restoration events and provide a new type of recreation and educational opportunity for the local community. Additionally, the City has proposed an “SR2 Bypass Trial” north of the site that could connect to the Ventures Property site trail system and provide a continuation of trails city-wide.

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

The acquisition of the Ventures Property site would prevent land development or fill of wetlands throughout property should the property be sold to a developer. Acquiring the property will ensure its long-term protection and allow it to continue to provide stormwater flood storage during high flow events thus recharging groundwater levels in the area.

In 2018, the City partnered with Sound Salmon Solutions to plant 14,000 willow stakes in the far eastern city-owned conservation parcel. The stakes were planted along Creatom Creek to promote shading of the riparian area and cooling of the creek during summer months. There is continued interest to conduct restoration and habitat enhancement projects at the three-city owned parcels, but due to lack of access to the properties, minimal projects have come to fruition. The acquisition of the Ventures Property site would provide access to the site, allowing the City to plan and complete future projects.

The 2018-2022 Puget Sound Partnership Action Agenda recommends acquiring rural and agricultural lands with opportunities to protect and provide access to priority habitat for threatened and endangered species. Acquisition and enhancement of the Ventures Property site (and adjacent parcels) would help to meet these habitat goals.

Restoration and habitat enhancement projects throughout the site will also be a means by which the City will be able to meet various education, outreach, and stormwater protection requirements in its NPDES Phase II Municipal Stormwater General Permit.

6. **Will the project provide regional or community-wide significance?**
Public Access to the Site
The Ventures Property site has an access easement off of 179th Avenue SE, north of US Highway 2 near the Evergreen State Fairgrounds. The site is served by Community Transit which provides daily bus service along US Highway 2. The site is ideal for passive recreation including bird watching, wildlife viewing, and interpretive trails. The City is proposing to design and construct small parking lot and roadway along the access easement. 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 stormwater, water quality protection, and riparian habitats.

Service Area
The majority of park and open space in Monroe is located south of US Highway 2, with the exception of three smaller parks located in the eastern portion of the City. The acquisition of the Ventures Property site and creation of nature trails throughout it and the three-city owned parcels would be the first of its kind in Monroe as well as serve an area of the City that does not have any parks or open space available to the community.

The nearest open space/preserve in the Skykomish/Snohomish Watershed is approximately 15 miles west of Monroe at the Snohomish River Estuary.

Habitat and Species Protected
The riparian zones along Cripple Creek and the documented Type II wetlands (as well as those located on the western and northern adjacent conservation parcels) 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(s) and wetlands provide movement corridors for small species such as amphibians and invertebrates and larger species such as bobcats, coyote, and deer.

The forested area along the northern property line (and throughout the northern and western adjacent conservation parcels) 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 travel ways for many species.

Significance of Property
According to the Snohomish River Basin Salmon Conservation Plan, the loss of rearing habitat quantity and quality is the primary factor affecting population performance of aquatic species. Actions that improve hydrologic and sediment processes include increasing wetland functions; land acquisition would be a means to furthering Monroe’s protection of wetland functions riparian habitats.
Monroe is one of the faster growing urban areas in Snohomish County. The major factor contributing to the degradation of habitat conditions throughout the watershed is the expansion of urban and rural development. Acquisition of the Ventures Property site ensures the property is not developed in the future and will ensure restoration and habitat enhancement efforts are possible.

Community Benefit
The Ventures Property site would provide a unique recreational and educational opportunity to the community. The City does not currently have a nature preserve, the nearest nature preserve is the Snohomish River Estuary which is located in the Skykomish/Snohomish Watershed, approximately 15-miles west of Monroe. The Ventures Property site and three city-owned adjacent parcels could house field trips for the local schools, provide a recreational open space for wildlife enthusiasts, and could also be a space where wildlife novices could get exposure and learn about the importance of water quality, critical areas, protection of habitat and other land conservation topics. As mentioned in the City’s Habitat Conservation Comprehensive Plan, acquisition of the property will “enhance health, quality living and the natural environment for future generations”. Open space provides important scenic and natural wildlife habitat, which are valued resources. The principal role of open space is that it represents important implications for quality of life and visual relief from urban development.

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

Acquisition of the Ventures Property site and future restoration and habitat enhancement of it and the three adjacent city-owned parcels comply with multiple goals and policies described 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 policies include:

City of Monroe Comprehensive Plan
Policy 0.40 – the proposed use of the property to provide flood control benefits, wildlife habitat, open space, and passive recreation opportunities.
Policy 0.45 – preservation of land known to have species within the site/or within the general area which are listed as “threatened” under the Endangered Species Act (ESA).
Policy 0.45 – participate in restoration efforts to recover species listed under the ESA.
Policy 0.51 – development and installation of walking trails and interpretive signage used to provide environmental education opportunities within parks/open space.

Snohomish County Comprehensive Plan – Parks and Recreation Element
Pg. 15 – Acquisition of 450 acres of resource conservancy land is needed to meet adopted levels of service.
Pg. 19 – Survey participants ranked conservation and wildlife areas such as viewing locations, interpretive trails, and protected areas in the top four most preferred activities.
Preservation of open space and resource conservancy land is listed as a top 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, trails, conservation, or the retention of functional open space will become increasingly difficult to secure over time.

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

The City has received multiple letters of support for the acquisition of the Ventures Property site; Snohomish Conservation District and Sound Salmon Solutions have expressed interest in coordinating habitat restoration and enhancement projects if acquisition is secured. The *Snohomish County Comprehensive Plan – Park and Recreation Element* recommends acquiring natural resource areas for development of regional observation points and study areas. The *2018-2022 Puget Sound Partnership Action Agenda* recommends acquiring rural and agricultural lands with opportunities to protect and provide access to priority habitat for threatened and endangered species.

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

The site is ideal for passive recreation including bird watching, wildlife viewing and interpretive trails and boardwalks. The acquisition of the Ventures Property site would provide direct access to the parcel and the three city-owned parcels, totaling over 50 acres of natural park settings for the local community; it would be the first of its kind in Monroe.

The access easement would also allow the city to design and construct a small parking lot for community access. Development of the parking lot will support an appropriate level of public access to the property such as natural trails to provide wildlife viewing and educational signage to teach about the importance of habitat protection and water quality.

Through the City’s Parks and Public Works departments, the City will partner with educators from Monroe and surrounding communities to coordinate service-learning projects for students and teachers. Projects can focus on native plantings, invasive species removal, inquiry-based studies and nature hikes that explore surround riparian areas, wetlands, and upland habitats.
The City has coordinated multiple restoration events with local environmental organizations throughout the City in order to meet educational and stewardship requirements in its NPDES Municipal Phase II General Permit; the Ventures Property site and adjacent parcels would be ideal sites for these types of restoration events.

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

Conservation Opportunity
The preservation of the Ventures Property site is an ideal conservation opportunity and unique in that it is located immediately adjacent to parcels of land that are already owned by the City for the purpose of conservation/open space. The acquisition of this 6.7-acre property will lead to the ability to restore and enhance over 50 acres of critical habitat that contains three creeks and their associated riparian areas, multiple freshwater emergent wetlands, and ensures the parcel is not developed in the future. Cripple Creek, located along the northern site perimeter is listed for Coho Salmons and Bull both of these species are listed as threatened under the Federal ESA. The City is prepared and eager to work with local partners in developing a restoration and enhancement plan.

Recreation and Education
Acquisition and preservation of the Ventures Property site brings forth the opportunity to transfer dormant land into a space to be used responsibly for recreation and education. The creation of a parking lot and future trails and boardwalks throughout the parcel and adjacent city-owned parcels will encourage residents and travelers to visit the site and learn about the importance of habitat and water quality protection. A limited network of trails throughout the property with interpretive signage and wildlife observation points will be placed throughout the four parcels. The site will be an opportunity for school groups and others looking to observe and experience nature to enjoy a unique recreational opportunity.
Preserve Critical Areas from Threat of Development
The City of Monroe and Snohomish County are both experiencing rapid growth in development and population. The property owner’s willingness to sell the property to the City for the purpose of conservation is a unique opportunity; acquisition of the site would allow the City to ensure the property is not only developed (it is zoned Tourist Commercial making it developable) but allowing it to be the catalyst to restore and enhance over 50 acres of critical habitat.

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 ___

The Ventures Property site will be preserved and restored into a natural conservation area enhancing wildlife habitat and public recreation and educational opportunities.

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.
YES _X_
NO ___

The City is requesting $175,700 or approximately 81.5% of the project cost. The City of Monroe is committed to contributing $40,000 to offset 19.5% of the project cost.

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 ___

The City will be responsible for managing the site. The City’s Parks department consists of 8 FTE’s and has a $1.4 million annual budget. The role of the Monroe Parks and Recreation Department is to manage parks, provide recreational services, implement, and maintain trails and greenways, and the be an integral part of open space planning and public resource management.

Monroe currently manages and operates the 90-acre Al Borlin Park along the Skykomish River. The City also maintains the Monroe Fairground Wetlands (a coordinated purchase with Forterra) which are located on the parcel west of the Ventures Property site. To-date, over 14,000 willow stakes and restoration efforts have been coordinated with Snohomish Conservation District and work conducted to improve the wetland and shade portions of Creatom Creek. The City will continue to partner with the Conservation District, Sound Salmons Solutions and the Department of Fish and Wildlife for ongoing stewardship programs.
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.

Wetlands Adjacent to Ventures Property Site
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 criterion. The guidelines provided are not intended to limit responses and applicants should address each criterion 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?

<table>
<thead>
<tr>
<th>Agricultural and/or timberland</th>
<th>Open space, habitat and/or passive recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum points will be awarded to project proposals that preserve high quality agricultural and/or timber lands.</td>
<td>Maximum points will be awarded to project proposals that preserve high quality open space, habitat and/or passive recreation properties.</td>
</tr>
</tbody>
</table>

Applicants should demonstrate quality of property by describing beneficial agricultural and/or timber characteristics, as appropriate, including, but not limited to:
- 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:
- 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
• Current use of property
  o Agriculture – type of production
  o Timber – tree species, age, etc.
• Habitat characteristics
• Proximity to other protected open space areas

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?

<table>
<thead>
<tr>
<th>All project types</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Applicants should refer to property qualities described in Criteria 1 and describe any risks to those qualities, as appropriate, including, but not limited to:</td>
</tr>
<tr>
<td>- Listing – is the property currently for sale and would sale to another party result in loss of the identified qualities?</td>
</tr>
<tr>
<td>- Nearby trends in conversion of similar types of properties (e.g. conversion to high density housing, agricultural land converted to housing, etc.)</td>
</tr>
<tr>
<td>- Description of availability of other properties which are comparable to the subject property</td>
</tr>
<tr>
<td>- Uniqueness of site qualities (i.e. there are no other comparable properties available)</td>
</tr>
</tbody>
</table>

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 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?

<table>
<thead>
<tr>
<th>All project types</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Related to larger planning document</th>
<th>Related to larger project</th>
</tr>
</thead>
<tbody>
<tr>
<td>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 criterion 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.</td>
<td>Applicants should demonstrate how their project fits into a larger project. Items to address, as appropriate, include, but are not limited to:</td>
</tr>
<tr>
<td>Applicants should demonstrate how their project fits into a larger, regional plan. Items to address, as appropriate, include, but are not limited to:</td>
<td></td>
</tr>
<tr>
<td>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</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>Describe funding plan and timeline for completion of larger project</td>
</tr>
</tbody>
</table>


**Evaluation Criteria**

- 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
- 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

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 criterion 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?**

<table>
<thead>
<tr>
<th>All project types</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum points will be awarded to project proposals that are part of a larger conservation or preservation program. Responses to this criterion 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.</td>
</tr>
</tbody>
</table>

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:

- 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?

<table>
<thead>
<tr>
<th>All project types</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum points will be awarded to project proposals that have a positive impact on a larger geographic area.</td>
</tr>
<tr>
<td>Applicants should demonstrate regional benefit of the proposed project. Items to address, as appropriate, include, but are not limited to:</td>
</tr>
<tr>
<td>• Description of current and/or proposed public access opportunities</td>
</tr>
<tr>
<td>• Presumed service area for projects which will provide public access</td>
</tr>
<tr>
<td>• Presence of habitat and/or species that will be protected by property acquisition</td>
</tr>
<tr>
<td>• How the proposed project addresses a problem or issue of regional significance</td>
</tr>
<tr>
<td>• Significance of property protection for habitat values</td>
</tr>
</tbody>
</table>

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 of town (lowest scoring).

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

<table>
<thead>
<tr>
<th>All project types</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum points will be awarded to project proposals that support and promote applicable jurisdictional open space policies.</td>
</tr>
</tbody>
</table>
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?**

<table>
<thead>
<tr>
<th>All project types</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

Applicants should identify all jurisdictions involved with the proposed project. Items to address, as appropriate, include, but are not limited to:

- 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?**
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.

Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:

- 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

Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:

- 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?**

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 common. These sites allow for opportunities that are valuable to the conservation futures program, but which are 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 criterion. 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 ___________.
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.
for open space and passive park purposes. The City shall undertake all reasonable efforts to acquire the Property but if the owner 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 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 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 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
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 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
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.
EXECUTED this ______ day of ____________, 201_

SNOHOMISH COUNTY:

______________________________   _____________________________
Dave Somers                                     Date   By
Snohomish County Executive

CITY OF __________________________:

By:
City Mayor

APPROVED AS TO FORM:

______________________________   _______________________
Deputy Prosecuting Attorney       Date  City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney       Date
EXHIBIT A

Legal Description
Fee Simple Acquisition

APN/Parcel ID(s):

Situate County of Snohomish, State of Washington
EXHIBIT B

Conservation Easement
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 _______, 2021, 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, 2021 Interlocal Cooperation Agreement between Snohomish County and _______________ Concerning Acquisition of Property with Conservation Futures Funds  Page 4 of 17
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
the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

XIII. **Recordation.** Grantee shall record this instrument in the Office of the Snohomish County Auditor and may re-record it at any time.

XIV. **Notices.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party under the terms of this Conservation Easement shall be in writing and either served at or mailed to:

Grantee: Snohomish County  
County Executive Office  
3000 Rockefeller Avenue, M/S #407  
Everett, WA 98201

Grantor(s): City of __________________________  
Office of the Mayor  
P O Box _______  
_________WA  98__

or to such other address as any party from time to time shall designate by written notice to others.

XV. **General Provisions.**

A. **Amendment.** If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Snohomish County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Conservation Values of the Protected Property.

B. **Controlling Law.** The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Snohomish County Superior Court.

C. **Interpretation.** This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.
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...
against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local 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, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

CITY OF

By ________________________________
Its: City Mayor

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 signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it, as the Mayor of the City of _____________, 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 __________, 2021.
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 __________, 2021_.

_________________________________
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
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.
August 26, 2021

Mayor Geoffrey Thomas  
806 West Main Street  
Monroe, WA 98272

Re: Snohomish County Conservation Futures Proposal – Ventures Property Site

Dear Mayor Thomas,

We enthusiastically support the city’s efforts to purchase and preserve the 6.77-acre site commonly known as the Ventures Property site, located north of Highway 2 near the State Fairgrounds property.

We understand that the acquisition of this property will enhance conservation and restoration opportunities at the Ventures Property site as well as provide improved access to the three adjacent properties with conservation easements currently owned by the City. We know that the City has faced challenges accessing the three adjacent properties for restoration projects and that this new property acquisition would address that concern.

The Ventures Property site is comprised of diverse native habitat and includes a Class III Stream, Cripple Creek, which is listed for Coho Salmon and Bull Trout. There are also Type II wetlands present throughout the site. The three adjacent properties also contain multiple fish bearing streams and wetlands.

We support your vision for the Ventures Property site and its adjacent parcels to provide the local community with over 50 acres of preserved open space for nature trails and education opportunities for the community. More than 35,000 people live within 5 miles of the site, which would be the first of its kind within the City.

We strongly support your request to the Conservation Futures Board to fund acquisition of this property.

Sincerely,

Linda Lyshall  
Executive Director
August 27, 2021

Mayor Geoffrey Thomas  
806 West Main Street  
Monroe, WA 98272

Re: Snohomish County Conservation Futures Grant – Ventures Property Site

Dear Mayor Thomas,

On behalf of Forterra, I want to express support for the City of Monroe’s efforts to purchase and preserve the 6.77-acre site commonly known as the Ventures Property site, located north of Highway 2 near the State Fairgrounds property.

The acquisition of the property and its access easement will greatly enhance conservation and restoration opportunities at the Ventures Property site as well as the three adjacent conservations currently owned by the City. To date, the City has faced challenges when coordinating restoration projects on the three parcels due to the inability to access the properties; this acquisition would change that. The Ventures Property site is comprised of diverse native habitat and includes a Class III Stream, Cripple Creek, which is listed for Coho Salmon and Bull Trout. There are also Type II wetlands present throughout the site. The three conservation easements owned by the City also contain multiple fish bearing streams and wetlands.

The vision of the Ventures Property site and its adjacent parcels is to provide the local community with over 50-acres of preserved open space that could provide recreational nature trails as well as education and outreach opportunities for the community. More than 35,000 people live within 5 miles of the site which would be the first of its kind within the City.

We strongly encourage the Conservation Futures Board to fund acquisition of this property.

Sincerely,

Joe Sambataro
Managing Director Conservation Transactions
August 30, 2021

Mayor Geoffrey Thomas
806 West Main Street
Monroe, WA  98772

RE:  Snohomish County Conservation Future Grant – Ventures Property Site

Dear Mayor Thomas,

We want to express our support for the City’s efforts to purchase and preserve the 6.77-acre site commonly know as the Ventures Property site, located north of Highway 2 near the State Fairgrounds property.

Sound Salmon Solution’s mission is to connect communities with their watersheds for the future of salmon. This acquisition would allow for potential opportunities to restore Cripple Creek’s riparian areas as well as enhance some of the wetlands of the parcel. The acquisition would allow for future restoration work, greatly enhancing the ability for species such as Coho and Bull Trout to thrive in the creeks located on the parcel.

The vision of the Ventures Property site and its adjacent parcels is to provide the local community with over 50-acres of preserved open space. This is a wonderful opportunity for the City of Monroe.

We strongly urge the Conservation Future Board to fund acquisition of this property.

Sincerely,

Kathryn Hurtley
Managing Director
VENTURE PACIFIC PARTNERS, INC.

March 22, 2021

The Honorable Mayor Geoffrey Thomas
and
Members of the City Council
806 West Main Street
Monroe, WA 98272

RE: Offering to Sell 6.7-acre Tract located North of Runway at First Airfield

Dear Mayor Thomas and Council Members:

We appreciate the zoom conference held with Mayor Thomas and staff on 10/23/20 to discuss the City’s intentions and desires for development surrounding First Airfield, which affect the prospects for the property we own there. Some of you may recall Venture Pacific’s earlier role in the development of properties in Monroe when it produced the Foothills subdivision community and was a major participant in the City’s program to realign Roosevelt Road to a newly signalized intersection with State Route 2. VPP also owned the large wetlands property lying between Roosevelt Road and the airport and arranged for this property to become the City’s Conservation Easement Wetlands Park using the County’s Conservation Futures funds and a partial donation of land by VPP. The 6.7-acre parcel discussed in last October’s zoom conference is VPP’s remaining Property in Monroe.

The parcel is located along the north side of First Air Field’s runway and adjoins the City’s previously mentioned conservation easement wetlands park, north of State Route 2, and offers various advantages for uses by the City of Monroe. For this reason, we request the City’s consideration in purchasing the parcel.

Attachment 1 shows one of many concepts of how somebody might develop this parcel, and a key feature is creating a portal to the wetlands park. Currently, this wetlands park, which offers so many educational opportunities for school children, has no practical access point or an available parking area. The Attachment 1 concept drawing suggests establishing a ‘nature center’ and envisions the construction of boardwalks, walking trails, and viewing points if an educational program is developed in the future.

The attached drawing proposes uses for the balance of the property, such as possible municipal buildings or structures related to the Evergreen State Fairgrounds, all in conformity with the City’s Comprehensive Plan’s objectives as outlined in Attachment 2.

The drawing is intended only to spark the City’s imagination and to show the many ways that the City may benefit from the parcel’s ownership. We respectfully request the City’s consideration. Our price for the 6.7-acre property is $195,000.
We would appreciate meeting with you to discuss the prospects of this parcel further. Thank you.

Sincerely,

Bill Binford, President
21806 55th Ave SE
Woodinville, WA 98072
cwbinford@gmail.com
(907) 602-7922 cell
August 02, 2019

Bill Binford
200 W. 24th Ave #419
Anchorage, AK 99503

Contact:
Phone: (907)602-7922
Fax:

Metro Area Title Team
Team email: snotitleteam@firstam.com
Fax No. (866) 859-0429

Peter Child
(425) 551-4821
Natalie Geyer
(425)-551-2015

Order Number: 4229-3287994

Please send all recording packages to 2707 Colby Avenue, Suite 601, Everett, WA 98201

Seller: Venture Pacific Partners Inc
Property: Monroe, WA 98272

Attached please find the following item(s):

ALTA Commitment for Title Insurance

Thank you for your confidence and support. We at First American Title Insurance Company maintain the fundamental principle:

Customer First!
SCHEDULE A

1. Commitment Date: July 24, 2019 8:00 AM

2. Policies to be issued:

   (A) Standard Owner’s Policy
   Basic Rate
   Proposed Insured: To Follow
   Proposed Policy Amount: $To Follow
   Premium: $To Follow
   Tax: $To Follow

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: Venture Pacific Partners, Inc., a Washington corporation

5. The Land is described as follows:

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

FIRST AMERICAN TITLE INSURANCE COMPANY

Peter Child, Title Officer
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.
SCHEDULE B, PART II

Exceptions

THE COMMITMENT DOES NOT REPELISH 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 or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

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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9. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the City of Monroe is at 1.78%.
   Levy/Area Code: 0530

10. General Taxes for the year 2019. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

   Tax Account No.: 280635-001-044-00

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<tr>
<th>1st Half</th>
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<tbody>
<tr>
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<tr>
<td>Amount Paid:</td>
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<td>Amount Due:</td>
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<td>Assessed Land Value:</td>
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<td>Assessed Improvement Value:</td>
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<td>Amount Billed:</td>
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<td>Amount Due:</td>
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<td>$ 13,500.00</td>
</tr>
<tr>
<td>Assessed Improvement Value:</td>
<td>$ 0.00</td>
</tr>
</tbody>
</table>

11. Taxes which may be assessed and extended on any subsequent roll for the tax year 2019, with respect to new improvements and the first occupancy which may be included on the regular assessment roll and which are an accruing lien not yet due or payable.

12. Evidence of the authority of the officers of Venture Pacific Partners, Inc., to execute the forthcoming instrument, copies of the current Articles of Incorporation, By-Laws and certified copies of appropriate resolutions should be submitted prior to closing.

13. Loss or damage by reason that there appears to exist no insurable right of access to and from the land herein described to a public right-of-way. Unless this matter is solved to the satisfaction of the company, the forthcoming policy/endorsement will contain an exception to coverage for loss or damage by reason of lack of right of access to and from the land.


15. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 8910035010.

16. Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 9308135001.

   Said Survey as corrected by Affidavit of Correction of Survey recorded under Recording No. 9310190338.

17. The terms and provisions contained in the document entitled "Conservation Easement for Open Space Purposes for Monroe Fairgrounds Wetlands, Monroe, Washington"
INFORMATIONAL NOTES

A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees being charged, subject to the Auditor’s discretion.

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 standardization requirements. The full text of the description must appear in the document(s) to be insured.

Pttn Sec 35, Twp 28 N, Rge 6 E, W.M., SW Qtr NE Qtr, Snohomish County
APN: 280635-001-044-00
Property Address: , Monroe, WA 98272

D. 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: These Snohomish County Cities lie outside the King County Sewer Service areas: Arlington, Darrington, Gold Bar, Granite Falls, Index, Lake Stevens, Marysville, Monroe, Mount Vernon, Mukilteo, Stanwood, Sultan and Sultan. Note: If the Land is located in city other than listed above it may be subject to the King County Sewage Treatment Capacity Charges.

E. The following deeds describing the Land have been recorded within 36 months of the Commitment
Date: NONE

F. We don’t find any voluntary liens of record affecting subject property. Inquire as to the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

NOTE: The forthcoming Mortgagee’s Policy will be the ALTA 2006 Policy unless otherwise noted on Schedule A herein.

NOTE: We find no judgments or Federal tax liens against the vestee herein, unless otherwise shown as a numbered exception above.

NOTE: A FEE MAY BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.
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 EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, 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

Jeffrey S. Robinson
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.
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.
File No.: 4229-3287994

Venture Pacific Partners, Inc., a Washington corporation

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SNOHOMISH, STATE OF WA, AND IS DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTH HALF; THENESE SOUTH 88°24'03" EAST ALONG THE SOUTH LINE THEREOF, 45.73 FEET TO THE TRUE POINT OF BEGINNING; THENESE NORTH 00°59'09" WEST, 170.37 FEET; THENESE SOUTH 89°01'05" EAST, 136.96 FEET; THENESE NORTH 85°25'57" EAST, 427.36 FEET; THENESE SOUTH 89°30'57" EAST, 107.28 FEET; THENESE NORTH 83°26'56" EAST, 622.86 FEET TO THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF SAID LINE.

280635-001-044-00

Monroe, Washington 98272
Metro Area Title Team
Team email: snotitleteam@firstam.com
Fax No. (866) 859-0429

Natalie Geyer
(425) 551-2015

Randy Rieman
(425) 551-4821

To: Bill Binford
200 W. 24th Ave #419
Anchorage, AK 99503

Attn: 

Re: Property Address: , Monroe, WA 98272

Supplemental Report 2
Dated: August 25, 2020 at 8:00 A.M.

Commitment/Preliminary Report No. 4229-3287994 dated as of July 24, 2019 (including any supplements or amendments thereto) relating to the issuance of an American Land Title Association Form Policy is hereby modified and/or supplemented as follows:

a) Paragraph no. 13 of our Commitment has been eliminated.

b) The legal description of the herein described property has been amended to include the easement, as follows:


EXCEPT THAT PORTION LYING NORTHERLY AND WESTERLY OF FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTH HALF;
THENCE SOUTH 88°24'03" EAST ALONG THE SOUTH LINE THEREOF, 45.73 FEET TO THE TRUE POINT OF BEGINNING OF THIS LINE;
THENCE NORTH 00°59'09" WEST, 170.37 FEET;
THENCE SOUTH 89°01'05" EAST, 136.96 FEET;
THENCE NORTH 85°25'57" EAST, 427.36 FEET;
THENCE SOUTH 89°30'57" EAST, 107.28 FEET;
THENCE NORTH 83°26'56" EAST, 622.86 FEET TO THE EAST LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE TERMINUS OF SAID LINE;

TOGETHER WITH AN EASEMENT FOR ROAD AS RESERVED IN STATUTORY WARRANTY DEED UNDER RECORDING NUMBER 1946249.
First American Title Insurance Company

[Signature]

Peter Child, Title Officer
West Fork Properties LLC
16720 Smokey Point Blvd Ste 3
Arlington Washington 98223
425-508-3800
Email: joelh@theplantfarm.com

SENT VIA EMAIL - Mdarow@monroewa.gov

August 13, 2021

Ms. Megan Darrow
Surface Water Program Analyst
City of Monroe, Washington
608 Main Street
Monroe, WA 425-760-0289

Subject: Letter of Valuation
Snohomish County Tax Parcel 280635-001-044-00
6.7-acre parcel abutting North Side of First Airfield
Monroe, Washington

Dear Ms. Darrow:

I have been involved in real estate transactions in Snohomish County for many years as an owner/developer and recently have begun representing select clients in the capacity of consulting and Real Estate Brokerage services. I am not a Real Estate Appraiser. I have been asked to provide a letter of valuation for subject property in Monroe, Washington. I have talked to the property owner, have visited this property, and have performed a cursory review of the property and do establish my valuation of this property based on the following factors:

Current Zoning: Tourist Commercial

Access: The property can be accessed from 179th Ave SE via a recorded 60’ access/utility easement

Utilities: Water and Sewer can be extended to the property via above access easement from 179th Ave SE

Location: The property lies adjacent to First Airfield, a small rural airport that, due to its size, has considerable development or redevelopment potential with close proximity to SR2 and Downtown Monroe.

Availability of land: The Growth Management Act has the effect of limiting the supply of available land to develop in this market. This is a positive factor for valuation of the site as it is in the urban growth boundary of the City of Monroe.

Environmental: I am not aware of any environmental assessment prepared for this property. However, based on my observation, I would expect that the property would be assessed as a low-grade seasonal wetland. This property adjoins a larger adjacent conversation property owned by the City of Monroe. I
believe development of this parcel would likely require mitigation, which would be justified by its strategic location.

Restrictions on use and development: An Airport Overlay zone restricts development on a portion of this property so long as it remains in aviation use. I understand from the property owner that that long term aviation use is questionable. Additionally, development of this property will likely require that fill material be imported and placed.

Development Potential: The property owner has provided me with a Description of Concept for Municipal Buildings Complex and Nature Center which he had provided to the City. This shows development potential for 60,000 SF of single-story buildings on the property, assuming continued aviation use of the airport. It should be noted, however, that the owner of First Airfield has recently been marketing the airport property as commercial (non-aviation uses). It is my opinion that commercial non-aviation use of the airport will significantly increase the value of subject property. Notwithstanding the issues and restrictions identified above, it is my opinion that the As-Is value of the property is reflected below.

Property Valuation: $225,000.00

Feel free to contact me if you should have any questions.

Respectfully submitted,

Joel Hylback  
Licensed Real Estate Agent  
DOL License # 131090

John L Scott Mill Creek  
15522 Main Street P-104  
Mill Creek, Washington 98012
Ventures Property Parcel & City-Owned Parcels
Natural Park/Open Space Conceptual Map
WDFW Priority Map – Ventures Property Site, Wetlands
WDFW Priority Map – City Owned Parcels, Wetlands
WDFW Priority Map – City Owned Adjacent Parcel – Creatom Creek, Listed Species
WDFW Priority Map – Eastern City Owned Parcel, Wetlands
Drone Aerial Images of Ventures Property Site

Ventures Property Site Facing West

City-owned Parcels and Ventures Property Site Facing East
Northern City-owned Property Facing Northwest

Wetlands Adjacent to Ventures Property Site Facing South
Ventures Property Site Photos

Ventures Property Site Facing Northwest

Wetlands Adjacent to Ventures Property Site
City of Monroe Ventures Property Site
Location of Site

• The property is located inside city limits approximately 14 miles east of Everett
• North of US HWY 2 and west of Evergreen State Fairgrounds
• Discharges to Snohomish River
Vicinity of Site to Conservation Parcels
The Vision for the Ventures Property Site

- Immediate benefit - Creek, Creatom Creek, Arena Creek, Backhoe Creek
- Downstream Benefit - French Creek & Snohomish River
- Protection of Riparian Areas & Type II wetlands
- Improved habitat for wildlife
- Unique recreational opportunity
Funding Request

• The City is requesting $175,700 to acquire the Ventures Property site

• Monroe’s City Council has approved a $40,000 match
Site Stewardship
Site Conditions
Proposed Park – Ventures Property Site & Monroe Parcels

City-Owned Conservation Parcels

Educational Signage

Parking

Backhoe Creek

Creatom Creek

Cripple Creek

Trail 1

Trail 2

Easement to 179th

Ventures Property
Questions?

Megan Darrow
Surface Water Program Analyst
mdarrow@monroewa.gov
Attachment 8 – Board Funding Recommendation Table
2021 Conservation Futures Program – Grant Application Log, Round 2

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Project Name</th>
<th>Project Sponsor</th>
<th>Acres</th>
<th>Council District</th>
<th>Grant Funding Request</th>
<th>CFPA Board Funding Recommendation</th>
<th>Project Funded by County Council</th>
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Total grant funding available is approximately $4.5k, TBD