



4100 194th Street S.W., Suite 230, Lynnwood, WA 98036



**SNOHOMISH COUNTY COUNCIL**  
SCANNED AND RECEIVED

DATE: 12/12/25 Time 12:55 p.m.

After Recording Return to:  
Assistant Clerk  
Snohomish County Council  
3000 Rockefeller Avenue MS 609  
Everett, WA 98201

[illegible]

After Recording Return to:  
Assistant Clerk  
Snohomish County Council  
3000 Rockefeller Avenue MS 609  
Everett, WA 98201

Thank you for your payment.  
E238875 \$4,277.00  
JAMES G. 12/08/2025

### GRANT OF CONSERVATION EASEMENT

Grantor: NORTHWEST TERRITORY LLC, an Oklahoma limited liability company  
Grantee: Snohomish County, a political subdivision of the State of Washington  
Abbreviated Legal: NE 1-32-3 and W ½ 6-32-3  
Full Legal: Attached as Exhibit A  
Tax Parcel No.: 320406-002-001-00, 320301-001-004-00 IOP, 320301-001-004-01, 320301-001-004-02, 320301-001-007-00 IOP and 320301-001-007-01 IOP

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made as of the 24<sup>th</sup> day of September, 2025, by NORTHWEST TERRITORY LLC, an Oklahoma limited liability company (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. The Washington State Department of Ecology ("Ecology") is a third-party beneficiary ("Beneficiary") and has certain rights hereunder, including a third party right of enforcement.

### 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 in Snohomish County, Washington at 32903 Pioneer Highway near Stanwood, WA, and which is an assemblage of the following Snohomish County Parcels: 320406-002-001-00, 320301-001-004-00 IOP, 320301-001-004-01, 320301-001-004-02, 320301-001-007-00 IOP and 320301-001-007-01 IOP

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

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Assistant Clerk  
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### **RECITALS**

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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 conservation and agricultural values ("Conservation Values") of great importance to the people of Snohomish County for; 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 conservation and preservation of farm and agricultural land 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 Easement is acquired with partial funding from a Floodplains by Design grant from Ecology in accordance with that certain grant agreement (#SEAFBD-2325-StillTI-00039) between Ecology and Snohomish County dated April 23, 2024 ("Ecology Grant Agreement"). To protect the public's interest, Ecology is provided certain rights as a Beneficiary under this Easement as detailed herein.

J. This Conservation Easement is being acquired with partial funding 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, farm and agricultural and timber land through restrictions on incompatible uses of the land; and

K. Within the Protected Property, there are three fishing cabins (the "Fishing Cabins"), the approximate location of which is shown on the site plan attached as Exhibit C. The southern most Fishing Cabin is referred to in this Conservation Easement as the "Primary Fishing Cabin".

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 farm and agricultural land 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 as farm and agricultural land and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose. Grantor may permit lawful hunting and fishing on the Protected Property, provided that such activity does not impair or interfere with the Conservation Values of the Protected Property, cause any physical damage to the Protected Property, or adversely affect ongoing or future agricultural operations on the Protected Property.

**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. Except as provided in Sections IV(D) below, 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 Protected Property as of the date of this Conservation Easement.

D. Grantor shall have the right to repair, maintain, restore and, with prior notice to Grantee, replace the Primary Fishing Cabin together with the utilities serving the Primary Fishing Cabin so long as: (i) the Primary Fishing Cabin continues to be used exclusively for fishing and camping on the Protected Property; (ii) there is no resulting increase in impervious surfaces; and (iii) doing so does not adversely impact the Conservation Values. Excluding the Primary Fishing Cabin, there are two additional fishing cabins, which shall remain in their current condition as of the Effective Date of



this Agreement. The Grantor agrees that no substantial alterations, improvements or demolition shall take place without prior written consent from the Grantee. The Grantor shall be responsible for the removal and proper disposal of any appliances or fixtures that may contain contaminants or hazardous materials, in order to prevent risk of spillage or environmental harm. The two existing cabins shall remain on the land until they fully deteriorate.

**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 Conservation 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 and D;

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 except that nothing contained in this Conservation Easement prohibits Grantor from creating or rerouting irrigation ditches as necessary for agricultural purposes;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except as necessary to conduct the permitted agricultural activities on the Conservation Easement and, during waterfowl hunting season, by waterfowl hunters as necessary to facilitate waterfowl hunting; 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. The Primary Fishing Cabin is included for purposes of this calculation.

**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.

D. Execute and record any and all necessary documents, as required by the Grantee, to ensure the continuing validity and enforceability of the Conservation Easement regardless of the status of the transferee.

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. Grantee shall have primary responsibility for monitoring and enforcement of the Easement; however Ecology is hereby granted third party right of enforcement of this Easement as a result of Ecology's role as funder under the Ecology Grant Agreement. As such, in the event that Grantee is for any reason unable to enforce this Easement, Grantee shall notify Ecology and Ecology may exercise all of the rights and remedies provided to Grantee herein. Ecology is entitled to all of the indemnifications provided to Grantee in this Easement. Nothing in this Easement is intended to limit Ecology's regulatory authority as authorized by law. If Ecology, acting in its regulatory capacity, takes action against the Protected Property, Grantor, Grantee, or any future party subject to this Easement, Ecology is not required to follow any procedure outlined in this Easement. Rather, Ecology may take enforcement action consistent with applicable law. This third party right of enforcement may be transferred by Ecology only to another State of Washington government entity charged with maintaining, preserving and/or restoring riparian and/or agricultural and related lands, and does not extend to any other third party.

B. 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.

C. 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.



D. 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.

E. 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.

F. 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.

G. 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.

H. 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. Obligations of Grantor.** Grantor agrees to:

- A. Fund any improvements that are made to the Protected Property from revenue sources other than Grantee and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and this Conservation Easement;
- B. Submit to Grantee a long-term maintenance plan for the Protected Property and any improvements within six (6) months of the execution of this Conservation Easement;
- C. Provide Grantee with forty-five (45) days' written notice prior to any subsequent conveyance of the Protected Property. Execute and record any and all necessary documents, as required by Grantee, to ensure the continuing validity and enforceability of this Conservation Easement regardless of the status of the transferee;
- D. Pay on a current basis all taxes or assessments levied on the Protected Property-related activities and the Protected Property; PROVIDED, HOWEVER, that nothing contained herein will modify Grantor's right to contest any such tax, and Grantor 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; and
- E. 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 Protected Property.

**XIV. Records, Inspections and Audits.** Grantor will keep such full and detailed accounts as may be necessary for proper financial management under this





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 Conservation Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

#### **XVIII. 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:

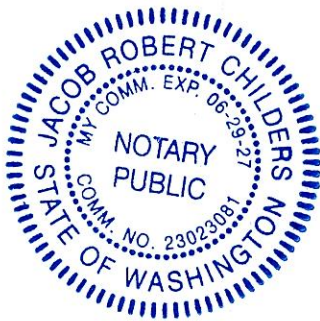
NORTHWEST TERRITORY LLC

By: Mark Houser  
Its Managing Member

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Snohomish )

I, Jacob Childers certify that I know or have satisfactory  
evidence that MARK HOUSER 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 Managing Member of  
NORTHWEST TERRITORY LLC, 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 24 day of September, 2025.



J Childers  
Printed Name: Jacob Childers  
NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle.  
My Commission Expires: 6/29/27.



ACCEPTED BY GRANTEE:

On 12/18/24, the Snohomish County Council adopted Motion 24-507 authorizing the County Executive to accept the Conservation Easement, pursuant to RCW 64.04.130.

GRANTEE:  
SNOHOMISH COUNTY

By:

Dave Somers  
Snohomish County Executive

*[Signature]*  
Lacey Harper  
Executive Director

STATE OF WASHINGTON )

) ss.

COUNTY OF SNOHOMISH )

I, Melissa K. Geraghty certify that I know or have satisfactory evidence that Lacey Harper 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 Executive Director 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 15<sup>th</sup> day of October, 2025.



Melissa K. Geraghty  
Printed Name: Melissa K. Geraghty  
NOTARY PUBLIC in and for the State of  
Washington, residing at Everett.  
My Commission Expires: 2-23-2028.

APPROVED AS TO FORM:

Guadamud, Rebecca  
Digitally signed by Guadamud, Rebecca  
Date: 2025.09.23 16:44:04 -07'00'  
Deputy Prosecuting Attorney Date



Washington State Department of Ecology does hereby accept the above Grant Deed of Agricultural Conservation Easement.

Dated: 10/7/2025

**Third Party Beneficiary**

By: [Signature]  
Joenne McGerr

Its: Shorelands and Environmental Assistance Program Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

This record was acknowledged before me on OCTOBER 7, 2025 (date) by JOENNE MCGERR (name(s) of individuals) as SEA PROGRAM MANAGER (type of authority, such as officer or trustee) of WASHINGTON DEPARTMENT OF ECOLOGY (name of party on behalf of whom record was executed).

(Stamp)



[Signature]  
(Signature of notary public)

Notary Public  
(Title of office)

My Commission Expires: 11/22/2026

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF PROPERTY SUBJECT TO CONSERVATION EASEMENT**

Parcel A:

Government Lot 4, Section 6, Township 32 North, Range 3 East of the Willamette Meridian, lying West of the right of a way of the Great Northern Railway;

Except roads;

And except railway right of way.

Situate in the County of Snohomish, State of Washington

Parcel B:

The Southeast quarter of the Northeast quarter of Section 1, Township 32 North, Range 3 East of the Willamette Meridian; less the South 333 feet thereof;

Also Government Lot 2, Section 1, Township 32 North, Range 3 East of the Willamette Meridian; less the South 333 feet thereof;

Also a tract of land bounded as follows

Beginning at the Northeast corner of Southeast quarter of the Northeast quarter of Section 1, Township 32 North, Range 3 East of the Willamette Meridian;  
thence North 10 rods;  
thence West 112 rods, more or less, to the East bank of the Skagit River;  
thence South 30° West along the meander line of said Skagit River to the North line of Lot 2 in said Section 1;  
thence East 116 rods, more or less, to the place of beginning;

Also all that part and portion of Lot 5, Section 6, Township 32 North, Range 4 East of the Willamette Meridian, lying West of the right of way of the Great Northern Railway and North of a line drawn parallel with and distant 132.8 rods South from the North line of said Section 6.

Situate in the County of Snohomish, State of Washington



## **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).** The Property contains three small structures along the eastern property boundary totaling 1,700 sq. feet (0.039 acres). The three structures are all small fishing cabins along Tom Moore Slough. The southernmost structure is referred to as the "Primary Fishing Cabin" in the Conservation Easement. The Primary Fishing Cabin is 790 sq. feet (0.018 acres). The two other shacks total 910 sq. feet (0.021 acres).
- B. **Access Roads and/or Road Frontage.** The Property has one gravel road running through the property, 92nd Ave NW. This road is 10 feet wide, 1158 feet long, and, along with a small parking area, totals 6,750 sq. feet (0.155 acres). This road provides access through the Property to the neighboring residential property to the north and to the hunting and fishing cabins along Tom Moore Slough.
- C. **Percentage & Type of Impervious Surfaces (note: gravel is considered impervious).** The Property has one gravel road running through the property, 92nd Ave NW. This road is 10 feet wide, 1158 feet long, and, along with a small parking area, totals 6,750 sq. feet (0.155 acres). This road provides access through the Property to the neighboring residential property to the north and to the hunting and fishing cabins along Tom Moore Slough.
- D. **Utilities (power, water, gas, sewer/septic, storm water).** No known utilities.
- E. **Other Site Improvements.** Other site improvements include a cleared trail atop a dike separating an artificial creek channel and Tom Moore Slough. There are also ditches used for irrigation surrounding the agricultural fields and cutting through the eastern field.
- F. **Easements (road, utility, trail, agricultural, other).** Easements and other agreements encumbering the Property, as listed in the title report, are as follows.
- Release of Damage Agreement granted to Seattle and Montana Railway Company, dated February 3, 1891 (Recording No: 7577), releasing the railway company from all future claims for damages resulting from location, grade, construction, maintenance, and operation of a railway.
  - Reservations and recitals contained in the Warranty Deed granted to A. Roe, dated January 25, 1916 (Recording No: 217725), providing for the right in perpetuity to

have the water system and water flowing therein as at present, including the right to go upon the land where such water originates to repair and maintain water pipelines.

- Easement granted to Nels and Hanna Carlson, dated November 18, 1918 (Recording No: 247678) for the purposes of a covered drainage ditch.
- Agreement and easement granted to James and Minnie Hancock, dated January 5, 1926 (Recording No: 370899) for right of way and drainage purposes.
- Easements granted to Pacific Telephone and Telegraph Company, dated January 25, 1928 (Recording No: 419216) for access and maintenance for an anchor, though the exact location and extent of said easement are not disclosed of record.
- Easements granted to Pacific Telephone and Telegraph Company, dated January 25, 1928 (Recording No: 419217) for access and maintenance for anchor.
- Easement granted to Carl A. Thanem, dated September 12, 1933 (Recording No: 533088) for a right of way for a pipeline.
- Agreement between Drainage District No. 9 of Snohomish County and Drainage District No. 17 of Skagit County, dated November 16, 1936 (Recording No: 588199)
- Easement granted to Puget Sound Power & Light Company, dated July 30, 1937 (Recording No: 606286) for ingress, egress, and electric transmission and/or distribution line.
- Easement granted to Snohomish County, dated July 5, 1938 (Recording No: 627852) for right of way for drainage ditches together with right to enter said lands to re-excavate, deepen, and widen said ditches as necessary.
- Easement granted to Snohomish County, dated July 5, 1938 (Recording No: 627853) for right of way for drainage ditches together with right to enter said lands to re-excavate, deepen, and widen said ditches as necessary.
- Easement granted to Public Utility District No. 1 of Snohomish County, dated December 20, 1949 (Recording No: 938636) for ingress, egress, and electric transmission and/or distribution line, the exact location and extent of which is not disclosed of record.

**G. Present Use/Proposed Future Use(s).** The Property is currently being used as agricultural land, containing two fields used to grow row crops. The western area of the property is used for recreation supported by the fishing cabin, including fishing and birdwatching.

**H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others.** Mineral rights are not known to be severed from the Property. The Property does not have a water right certificate, but the landowner has the right to use the ditches on and around the Property for irrigation.

**I. Critical Areas.** The Property is within an Aquifer Sensitivity critical area, with much of the property rated high and the eastern portion of the property adjacent to the artificial creek channel and Tom Moore Slough rated low and moderate. The Property is within a Volcanic Hazard Area, with much of the property in the path of the Glacier Peak lahar or within the 200 ft buffer zone. Only the southeastern corner of the property is not within this critical area. The Property has hydrological critical areas, though they do not fully match the hydrology observed during the site visit. The Property is noted as containing two perennial non-fish bearing watercourses (the two drainage ditches) and an unknown watercourse (the artificial creek channel and the ditch marking the western boundary of the western field). The Property is also noted as containing a non-fish bearing waterbody, but this is actually the land area between the western ditch and Tom Moore Slough. Wetlands are all classified as critical areas, with the unfarmed area west of the western



drainage ditch included as a modeled wetland. The entire property is within FEMA's 1% annual flood chance hazard area.

- J. Historic Site Features (Other than Structures).** The Property is within the ancestral homelands of the Sauk-Suiattle Indian Tribe, the KiKiallus Nation, the Confederated Tribes of the Umatilla Indian Reservation (which include the Cayse, Umatilla, and Walla Walla), the Upper Skagit Indian Tribe, and the Swinomish Indian Tribal Community. The land the Property is on was ceded as part of the 1855 Treaty of Point Elliot. The property has been used as agricultural land since at least the late 1800's, with the first recorded easements to install irrigation ditches dating back to the early 1900's.

EXHIBIT C - SITE PLAN

