

# **SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM**

## **APPLICATION FOR CONSERVATION FUTURES FUNDS**

**PROJECT NAME: WOODS LAKE ACQUISITION**

**PROJECT SPONSOR: FORTERRA NW**

**APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF22-04**

### **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.

<b>No.</b>	<b>Type of Document Attached</b>	<b>Check if Included</b>
1	Title Page/Submittal Checklist	x
2	I. Applicant Information	x
3	II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph)	x
4	III. Cost Worksheet (included in general project information)	x
5	IV. Project Review Criteria responses	x
6	Any other supporting documents (please list below)	
7	Opinion of Value and Comparable Sales	x
8	Habitat and Species Maps and Photographs	x
9	Development Threat Maps	x
10	DNR Letter of Support	x
11	Tulalip Tribes Letter of Support	x

## **SECTION I – APPLICANT INFORMATION**

**1. PROJECT TITLE:** Woods Lake Acquisition

**2. AMOUNT REQUESTED (from Cost Worksheet)** \$772,850

**3. PROJECT SPONSOR:** Forterra NW

Address: PO Box 4189, Seattle WA, 98194

Sponsor is: Unit of Local Government: \_\_\_\_\_

Private/Non-Profit Agency\*: Non-Profit Conservation Organization

\*Eligible per [RCW 84.34.250](#)

### **4. CONTACT PERSON:**

Name: Leanne Weiss Title: Senior Project Manager

Address: PO Box 4189, Seattle WA, 98194

Phone: 206 905 6918 Cell Phone: 503 385 6501

Email Address: lweiss@forterra.org

## **SECTION II – PROJECT INFORMATION**

### **1. PROJECT LOCATION:**

Address: 287<sup>th</sup> Ave SE, Monroe WA, 98272

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Section: 12 Township: 28 Range: 7

Assessor Tax Account Number(s): 28071200400100 and 28071200400200

Property Legal Description (full legal if available):

PARCEL NO. 28071200400100

THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

SUBJECT TO AND TOGETHER WITH A SIXTY (60) FOOT EASEMENT OVER AN EXISTING ROADWAY FOR INGRESS, EGRESS, AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE WESTERLY PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

PARCEL NO. 280712004D0200

THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 28 NORTH, RANGE 7 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

*SUBJECT TO AND TOGETHER WITH A SIXTY (60) FOOT EASEMENT OVER AN EXISTING ROADWAY FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER, UNDER, ALONG AND ACROSS THE WESTERLY PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2B NORTH, RANGE 7 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.*

## **2. EXISTING CONDITIONS:**

Number of Parcels: 2 Total Acres: 40

Addition to Existing Site: YES X NO      If yes, which site: Addition to neighboring State Owned Forestland

Current Zoning: Forestry

List Existing Structures/Facilities: Partial Yurt (in disrepair), Old cabin foundation

Current Use: Private/personal recreation

Waterfront? (name of body of water): Woods Lake

Shoreline? (lineal ft.): 1,531

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

## **3. CURRENT OWNERSHIP:**

Current Owner(s): Wayne Gullstad

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

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

- 1) 1975 easement for the purposes of ingress/egress with Fort Gardiner Timber Company – likely no impact on conservation..
- 2) Access easement between the two parcels (28071200400100 and 28071200400200) and over an existing roadway that connects it to a county road for ingress, egress and utility purposes (small portion of southern boundary property).

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

Please see Attachment#1 LandownerWillingnessWoodsLake6.7.22.pdf

Note: The landowner has agreed to an option agreement, which is currently being drafted.

\*\*Attach Preliminary Title Report

Please see Attachment#2 PreliminaryTitleReport.pdf

## **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.

*Forterra proposes to facilitate the acquisition of the unique 40-acre Woods Lake property in Snohomish County near Monroe in partnership with the Tulalip Tribes. Woods Lake is a pristine 21-acre freshwater lake surrounded by a shrub-scrub forested wetland featuring bog/fen related species and mixed upland forest. The property is directly adjacent to state forestlands and acquisition of this site would extend protection to 93% of the riparian shoreline.*

*Woods Lake is considered a [Wetland of High Conservation Value by the Department of Natural Resources](#) Natural Heritage Program and supports many species unique to freshwater bogs including healthy, dense stands of bog labrador tea, western bog laurel, bog cranberry and round-leaf sundew.*

*Forterra will work with the landowner, Tulalip Tribes, Snohomish County, and RCO (if partially funded by WWRP) to acquire and permanently protect all 40 acres in fee. The property will be held by the Tulalip Tribes which has the joint goal of protecting Woods Lake habitat for the wildlife and species that depend on it, and enabling cultural access and traditional use for people to connect with the land as they have done since time immemorial. Tulalip Tribes will permit some limited public and educational access that minimizes any impacts on the rare species and their cultural use.*

*Forterra explored protection of this site in 2007, but the landowner at that time was forced to sell to a private buyer before conservation funding could be secured. Together with Tulalip Tribes, we are fortunate to have one more opportunity to protect this rare riparian habitat before it is sold to a private buyer that could develop two to three homesites just outside the wetland buffer. The current owner hopes to protect this beautiful property and has agreed to an option agreement with Forterra, which is in the drafting process.*

*Please see [Attachment#3 ProjectDescriptionGraphics](#) for an aerial photograph/parcel map, vicinity maps, and a photograph of Woods Lake.*

## **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.

*Forterra will facilitate the transfer of the Woods Lake property to The Tulalip Tribes. The Tulalip Tribes are a leader in restoration and stewardship and will steward the property in perpetuity to ensure the protection of the sites existing intact natural bog habitat, prevent encroachment of invasive plant species, and map out any future restoration needs. The Tulalip Tribes and Forterra will develop a specific conservation plan for the Woods Lake property to maximize its conservation values, while allowing for tribal cultural uses.*

*The mission of the Tulalip Tribes Natural Resources Department is to carry out the tribes' co-management responsibilities in a manner consistent with treaty rights including the protection of the resources upon which the people have depended since time immemorial.*

*Today, over 160 years after the Treaty of Point no Point was signed, Tulalip Tribes' Natural Resources Department is leading the way in protecting, honoring, and restoring ecosystems for the health of Tulalip people. Tulalip's approach is to use traditional stories and teachings alongside the best available science to guide management of natural and cultural resources.*

*Tulalip restoration project managers have extensive experience implementing restoration and acquisition projects in this region. These projects have had varying scopes from very large, multimillion-dollar acquisition/restoration projects (Qwuloolt Estuary & Reiner Farm Riparian Protection) to smaller acquisition (Heron Point, etc.), fish passage, and instream projects. Tulalip owns and stewards approximately 15,000 acres of property, primarily in the Snohomish River Basin. Tulalip manages much of this land for the conservation and restoration of natural processes that sustain Treaty Retained Resources such as native plants, fish and wildlife.*

*Since its founding in 1994, Forterra NW has a long history of successfully stewarding important conservation properties. Currently, Forterra owns and cares for 15,000 acres of conservation properties in twelve Washington counties.*

## 7. PROJECT COST (Cost Worksheet):

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

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

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

*Forterra conducted an extensive comp analysis and received an opinion of value from Kjirsti Allan, a Realtor/Broker at Windermere Real Estate in Marysville. To ensure there is no gap in available funding and final appraised value, the higher estimate of value established in the Opinion of value is used. The landowner agrees with the range and understands a qualified appraiser will determine the final purchase price, which Forterra will commission when grant funds are awarded.*

Please see Attachment#4 OpinionOfValue.

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\*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**

<b>ESTIMATE OF COSTS</b>		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$ 700,000	See opinion of value.
Improvements		
PROPERTY COSTS SUBTOTAL:	\$700,000	
<b><i>Reimbursable Incidental Costs (as appropriate)</i></b>		
Applicable taxes	\$2,000	
Appraisal review	\$2,000	
Appraisal(s)	\$7,000	
Baseline inventory		
Boundary survey	\$10,000	
Closing (escrow/recording fees)	\$1,000	
Cultural resources study	\$20,000	
Demolition	\$8,000	
Fencing		
Hazardous subsidence report	\$5,000	
Noxious weed control		
Other (Specify) - staff time	\$16,850	
Signage		
Title reports/insurance	\$1,000	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$72,850	
<b>TOTAL PROJECT COST (Property and Incidental):</b>	<b>\$772,850</b>	
<b>MATCH (cash and/or donation) – deduct from total project cost*</b>	<b>[\$                      ]</b>	Forterra has requested \$296,425 from WWRP - Riparian Habitat. Will be deducted from CF request if awarded.
<b>TOTAL CONSERVATION FUTURES FUNDING REQUEST:</b>	<b>\$772,850</b>	If awarded WWRP grant, CF request will be equal to or less than \$476,425.
<b>% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**</b>	<b>100%</b>	If awarded WWRP grant, the CF % will be approx. 50-60% of total project costs.

**\*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 see Attachment#5 WWRPAuthorization for authorization to apply for WWRP funds.*

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

## **SECTION IV – PROJECT REVIEW CRITERIA**

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

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

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

*Acquiring the Woods Lake property will conserve 40 acres of high-quality freshwater wetland habitat for ecological and cultural purposes. Woods Lake is a unique and pristine 21-acre freshwater lake surrounded by a scrub-shrub and forested wetland that contains primarily bog-associated species.*

*Bog species present at Woods Lake include laborador tea, western bog laurel, sphagnum moss, bog cranberry, round-leaf sundew, and shore pine which is uncommon outside of coastal areas in the Puget Sound lowland. As the wetland grades into the mixed upland forest, it becomes dominated by non-bog scrub-shrub wetland species including Douglas's spiraea, salmonberry, and skunk cabbage. The forest contains conifers including western red cedar, western hemlock, and hardwoods such as red alder, with typical upland understory species including sword fern and salal.*

*Freshwater bogs such as the one at the margins of Woods Lake provide habitat for a unique assortment of plant species that are adapted to acidic conditions, and the wildlife that depends on them. These ecosystems are considered imperiled by the Washington State Department of Natural Resources Natural Heritage Program.*

*The upland forest at the Woods Lake property is also worthy of conservation protection. Forests adjacent to bogs provide critical protection to the bogs by stabilizing hydrology. When these forests are logged, the hydrologic regime of the bog and water quality can be altered, leading to loss of native wetland plant species and increases in invasive plants. Protecting this forest will provide an invaluable buffer to the adjacent imperiled bog ecosystem.*

*Decades of careful private land management has kept the property, riparian areas, and lake largely intact and healthy with only minimal invasives, improvements, or disturbance. The Tulalip Tribes will own and steward the property to protect existing*

*intact natural bog habitat, prevent any encroachment of invasive plant species, and map out any future restoration needs.*

*This scenic 40-acre property will be used by the tribe for its cultural and ecological significance and be open to the public through coordination with the tribe for passive recreation.*

*Please see Attachment#6 HabitatAndSpecies for maps of water resources, species distributions, and photos of plants and trees present at Woods Lake.*

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

*The Woods Lake Property is currently zoned as Forestry, which allows for 1 dwelling unit per 20 acres.*

*The Snohomish County Comprehensive Plans lists futures uses as Low Density Residential, which would continue to allow development of 1 dwelling unit per 20 acres, indicating the desire to see this area developed for low density residential use.*

*Although development of these lots would be limited by Snohomish County Code due to their proximity to critical areas, residences could be built with a 190-foot buffer to Class 1 Wetlands. The larger parcel could also potentially be divided into two lots under a rural cluster subdivision (as per consultation with Snohomish County "Ask A Permit Tech"). Additional dwelling units are also allowed under current and future zoning code. Under Snohomish County Code, forestry is considered low intensity land use and could occur with a 125-foot buffer of the wetland. (Note: these buffer requirements assume the entirety of the wetlands identified by the National Wetland Inventory are determined to be Class I, if some were determined to be Class II, development/forestry could occur with a lesser buffer requirement, increasing the threat.)*

*The current owner hopes to sell the property for conservation purposes, however if unfunded he will be forced to sell on the market.*

*Please see Attachment#7 Development for current and future land use maps.*

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

*These 40 acres are adjacent to State Trust Lands which are management by the Washington Department of Natural Resources on behalf of Snohomish County. DNR's Habitat Conservation Plan requires an average buffer of 180 feet from the lake, wetlands, and streams. Additionally, there is no public vehicle access to the state-owned lands, and due to the sensitive nature of the habitat, no plans for harvest, road building, or formalized*

*public recreation. Protecting the additional 40 acres of Woods Lake proposed in this application will provide natural area linkage with these DNR State Trust Lands.*

*Please see Attachment#8 DNRLetterOfSupport.*

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

*Several planning documents call for a continuum of projects that support objectives for open space and natural area protection. The acquisition of Woods Lake and transfer to the Tulalip Tribes for long term ownership meets these objectives while working towards broader regional goals identified below.*

- *Snohomish Basin Protection Plan (2015), prepared by Snohomish County Surface Water Management, King Count Snoqualmie Watershed Forum Staff, and Tulalip Tribes Natural Resources Department.*
  - *The plan calls for an increase in open space acquisitions with important hydrological features, emphasizing the importance of outright purchases (Section 6.5.1)*
  - *The plan also encourages collaboration between entities which is exemplified here in the relationship between Forterra and the Tulalip Tribes.*
- *Regional Open Space Conservation Plan, prepared by the Puget Sound Regional Council.*
  - *This plan encourages that remaining open space in the region be conserved in partnership with Tribes, thus ensuring their Tribal rights, including treaty rights are upheld.*
- *The Tulalip Tribes 2021 Acquisition Strategy, prepared by The Tulalip Tribes Department of Natural Resources.*
  - *The strategy specifically calls out opportunistic acquisitions that have cultural, ecological, and education components, such as Woods Lake.*

*All of the plans mentioned above call for strategic acquisitions that require ongoing efforts and partnerships in order to work towards large scale, region wide, conservation goals. The Woods Lake acquisition supports these goals and brings partners one step closer to achieving overall desired outcomes.*

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

*The acquisition of Woods Lake supports Snohomish County Code General Policy and Land Use Goals that call for the protection of Open Space, Shoreline, and Scenic Resources as*

*identified in GOAL LU 10. The objectives identified in this section of the Comprehensive Plan specifically call out resources, such as Woods Lake, that are natural and scenic, nature reserves, and wildlife preserves.*

*Additionally, as mentioned above in question #4, this acquisition is an opportunity to conserve a unique hydrological resource – a priority action identified in the Snohomish Basin Protection Plan, developed by the county Office of Surface Water Management and the Tulalip Tribes. The project also will strengthen collaborative efforts between non-profit, county, and tribal partners – also identified as a priority in planning documents.*

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

*The acquisition of Woods Lake will provide benefits to the local community as well as the larger Skykomish River corridor. Public access will be allowed through coordination with Tulalip Tribes, who will own and steward the property in perpetuity. Public access at this site could include bird watching, walking, viewing unique habitats and species, paddling, and education. Woods Lake is relatively close to Highway 2 and a good site for school visits to learn about wetland ecology and associated wildlife.*

*Woods Lake will also provide benefit to people of the Tulalip Tribes. The Tulalip tribal population is 4,600 individuals, with approximately 2,600 members residing on the Tulalip Tribal Reservation near Marysville. The Tulalip Tribes will use the property for cultural use such as sustainable harvesting of traditionally important bog species, tribal youth educational programming, and additional cultural practices and ceremonies.*

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

*The acquisition of Woods Lake, and transfer of ownership to the Tulalip Tribes, will ensure that this unique freshwater wetland habitat is held in perpetuity as open space, meeting the intent of RCW 84.34.230 and the Snohomish County Conservation Futures Program.*

*This project meets several open space criteria, as outlined by the Snohomish County Department of Planning and Development Services. Woods Lake is a natural wetland and its acquisition will 1) conserve and enhance natural, cultural, and scenic resources, 2) protect shorelines and wetlands, 3) protect hydric soils, unique and critical wildlife and native plant habitat, 4) promote conservation principles by example and by offering education opportunities, and 5) enhance value to the public of abutting state forest lands.*

*Both parcels meet the following criteria for open space:*

- They are undeveloped (except for minor partial structures, which will be removed).*
- They encompass sensitive habitat and plant species.*

- Are designated “natural” in the Snohomish County Shoreline Management Plan.

*The Snohomish County SMP defines that areas designated as natural are intended to protect shoreline areas that are relatively free of human influence (note that the designation does not prohibit residential development and timber harvest and acquisition in fee is the only way to ensure that Woods Lake is protected in perpetuity for its ecological and cultural significance.)*

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

*Acquiring Woods Lake and transferring it to the Tulalip Tribes will have a direct benefit for the Skykomish Valley, Snohomish County, Tulalip Tribes, and the state. The property will be held and stewarded by the Tulalip Tribes so that the tribe may use it for its cultural, ecological, and educational resources. The site will also be open to the public through consultation with the Tribes.*

*Woods Lake is adjacent to state owned forestlands that are managed by the Department of Natural resources on behalf of the county. This acquisition will extend this protected area by an additional 40 acres and over 1,000 lineal feet of shoreline.*

*This project is supported by the Tulalip Tribes and the Department of Natural Resources.*

*Please see Attachment#8 DNRLetterof Support and Attachment #9 TulalipTribesLetterOfSupport.*

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

*The property will be held by the Tulalip Tribes which has the joint goal of protecting Woods Lake habitat for the wildlife and species that depend on it and enabling cultural access and traditional use for people to connect with the land and as they have done since time immemorial. Uses might include: sustainable harvesting of traditionally important bog species, tribal youth educational programming, and additional cultural practices and ceremonies. Tulalip Tribes will permit some limited public and educational access that minimizes any impacts on the rare species and their cultural use.*

*Public use will be allowed on scheduled days and in coordination with the Tulalip Tribes. Use may be restricted during times when the Tribes are using the property for culturally significant ceremonies and/or educational purposes. Some locations may be restricted due to ecological or cultural significance.*

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

*The acquisition of Woods Lake presents a unique opportunity for tribal, county, state, and non-profits partners to work together to conserve a rare freshwater bog for ecological and cultural benefit.*

*Woods Lake encompasses freshwater bog habitat that supports an assortment of plants and wildlife species adapted to these acidic conditions. These ecosystems are considered imperiled by the Washington State Department of Natural Resources Natural Heritage Program<sup>1</sup>. Many of these bogs have been filled, decimated by peat mining, or converted for agriculture or development. Logging and road building have also isolated and reduced connectivity within these systems. Bogs are given the highest rating (Category I) in the Washington Department of Ecology Wetland Rating System for Western Washington due to their rarity, sensitivity to disturbance, and extreme difficulty to restore<sup>2</sup>. The wetland on the Woods Lake property is one of an extremely small number of intact bogs remaining in Western Washington.*

*The Tulalip Tribes are the successors in interest to the Snohomish, Snoqualmie, Skykomish and other tribes and bands signatory to the 1855 Treaty of Point Elliott. In this treaty the tribes gave up millions of acres of land in exchange for a small amount of money and permanent protection from the United States government. The treaties also specified that the tribes retained fishing and hunting rights. The federal court has interpreted the nature and extent of those retained rights, and ruled that the sovereign tribes, along with the State of Washington, have co-management responsibility and authority over fish and wildlife resources. Transferring ownership of Woods Lake to the Tulalip Tribes recognizes and honors their local and traditional knowledge and the sacred spiritual connection with the land and water since time immemorial. **This acquisition is indeed a special opportunity to transfer rare habitat that is both ecologically and culturally significant to the Tulalip Tribes.***

<sup>1</sup>Rocchio, F. J. and Crawford, R.C. (2015) Ecological Systems of Washington State. A guide to Identification. Report 2015-04. Olympia, WA: Washington Department of Natural Resources Natural Heritage Program.

<sup>2</sup>Hruby, T. (2014) Washington State Wetland Rating System for Western Washington, 2014 Update, Publication 14-06-029. Olympia, WA: Washington Department of Ecology.

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 (To be determined)

NO     

Forterra has applied to WWRP – Riparian Habitat for approximately 40-50% match for this acquisition. We've applied to CF for the full amount in the case that the project is not funded by WWRP.

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 *Long term stewardship will be provided by The Tulalip Tribes.*

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.

June 7, 2022

Snohomish County Conservation Futures Board  
6705 Puget Park Drive  
Snohomish, WA 98201

**Re: Forterra Application for Funding for Woods Lake Freshwater Wetlands Acquisition**

Dear Board Members:

I am writing in support of Forterra's application for funding to protect critical wetland habitat in Snohomish County in partnership with the Tulalip Tribes.

Woods Lake is a special and unique place and as the current landowner I have enjoyed it for recreational purposes since 2008. I am eager to sell these 40 acres so that they may be conserved in perpetuity as open space and utilized for their ecological and cultural benefit.

I fully support the application of Forterra for funding this project from the Conservation Futures Board and hope that you will give it full consideration.

Thank you for your attention to this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Gullstad".

Wayne Gullstad

# ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**500135371**

## 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, 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:

Michael J. Nolan , President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent  
Brent Aune

*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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**Transaction Identification Data for reference only:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Builder Unit Chicago Title Company of Washington 3002 Colby Ave., Suite 200 Everett, WA 98201 Fax: (866)827-8844 Main Phone: (425)259-8223 Email: evebuilder@ctt.com	

**Order Number: 500135371****SCHEDULE A**

1. Commitment Date: May 20, 2022 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured: Forterra, a corp

Proposed Policy Amount: \$10,500.00

Premium: \$ 186.00

Tax: \$ 18.41

Rate: Owners Std.

Total: \$ 204.41

(b) ALTA Loan Policy 2006

Proposed Insured: *Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below*

Proposed Policy Amount: \$10,500.00

Premium: \$ 350.00

Tax: \$ 34.65

Rate: Lender Ext.

Total: \$ 384.65

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:

Wayne Gullstad and Carol Gullstad, husband and wife

5. The Land is described as follows:

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

**END OF SCHEDULE A**

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## EXHIBIT "A"

### Legal Description

For APN/Parcel ID(s): 280712-004-001-00 and 280712-004-002-00

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The North Half of the East Half of the Southeast Quarter of Section 12, Township 28 North, Range 7 East  
WM

Situate in the County of Snohomish, State of Washington

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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.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. 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.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
9. 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.

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

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

Name of Corporation: Forterra

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

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

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

The rate of real estate excise tax 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).

**END OF REQUIREMENTS**

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

**NOTES**

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

Note A: 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.

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

Note C: Recording charges (per document title) for closings on July 26, 2021 and after for all Washington counties:

Deed of Trust - \$204.50 and \$1 for each additional page.  
Most other Docs, except as noted below - \$203.50 and \$1 for each additional page.  
Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page.  
Multiple titled documents are charged per applicable title.

Our Company uses Simplifile, a third party vendor, for electronic submission of documents to the County. In addition to the County recording fee each document recorded electronically will be billed an additional \$4.25 plus tax.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Note D: 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 E: Note: FOR INFORMATIONAL PURPOSES ONLY:

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

Ptn E-SE 12-28N-7E WM

Tax Account No.: 280712-004-001-00 and 280712-004-002-00

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II  
EXCEPTIONS**

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

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

**GENERAL EXCEPTIONS**

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

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

SPECIAL EXCEPTIONS

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Purpose: ingress and egress  
Recording Date: May 22, 1975  
[Recording No.: 2387435](#)
2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Purpose: Access  
Recording Date: December 15, 2005  
[Recording No.: 200512150588](#)  
Affects: Southerly portion of said premises
3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Survey:  
  
[Recording No.: 200812085324](#)
4. Question of location of lateral boundaries of said second class tidelands or shorelands.
5. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Woods Lake.
6. 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 Woods Lake.
7. 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.
8. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

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

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

Year: 2022  
Tax Account No.: 280712-004-002-00  
Levy Code: 05522  
Assessed Value-Land: \$154,800.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$1,244.41  
Paid: \$622.20  
Unpaid: \$622.21  
Affects: Portion of said premises

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

Year: 2022  
Tax Account No.: 280712-004-001-00  
Levy Code: 05522  
Assessed Value-Land: \$249,200.00  
Assessed Value-Improvements: \$0.00

General and Special Taxes:  
Billed: \$1,985.19  
Paid: \$992.60  
Unpaid: \$992.60  
Affects: Remainder of said premises

11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

**END OF SCHEDULE B, PART II**

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**COMMITMENT CONDITIONS****1. DEFINITIONS**

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

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

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

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

**4. COMPANY'S RIGHT TO AMEND**

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

**5. LIMITATIONS OF LIABILITY**

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

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(continued)

**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**

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## RECORDING REQUIREMENTS

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

### First page or cover sheet:

3" top margin containing nothing except the return address.

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

Title(s) of documents.

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

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

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

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

Assessor's tax parcel number(s).

Return address (in top 3" margin).

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

### Additional Pages:

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

### All Pages:

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



Inquire before you wire!

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## WIRE FRAUD ALERT

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

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

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

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

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

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

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

## **FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE**

Effective January 1, 2021

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 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.

### **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, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

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



**CHICAGO TITLE**

COMPANY OF WASHINGTON

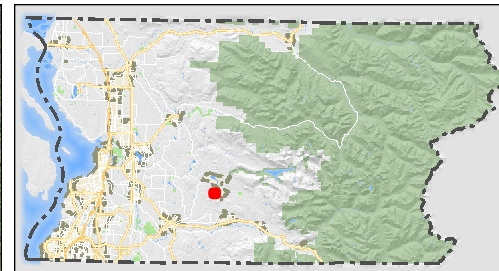
3002 Colby Ave., Suite 200  
Everett, WA 98201  
Phone: (425)259-8223 / Fax: (866)827-8844

**Order No.:** 500135371  
**Property:** 7933 287th Avenue Southeast  
Monroe, WA 98272

<b>SELLER(S)</b>
Wayne Gullstad and Carol Gullstad
<b>BUYER/BORROWER(S)</b>
Forterra

**Thank You for specifying Chicago Title Company of Washington**  
**Your transaction is important to us.**

Woods Lake Property (~40 acres)  
Parcel #s 28071200400100 & 280712200400200



## Legend

- Parcel
- Recent Sales 2021
- Recent Sales 2020
- Recent Sales 2019
- City Boundary
- County Park
- National Forest
- Water

## Street Types

- Interstate
- State Route
- Local Road

All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.



0 450 900 Feet

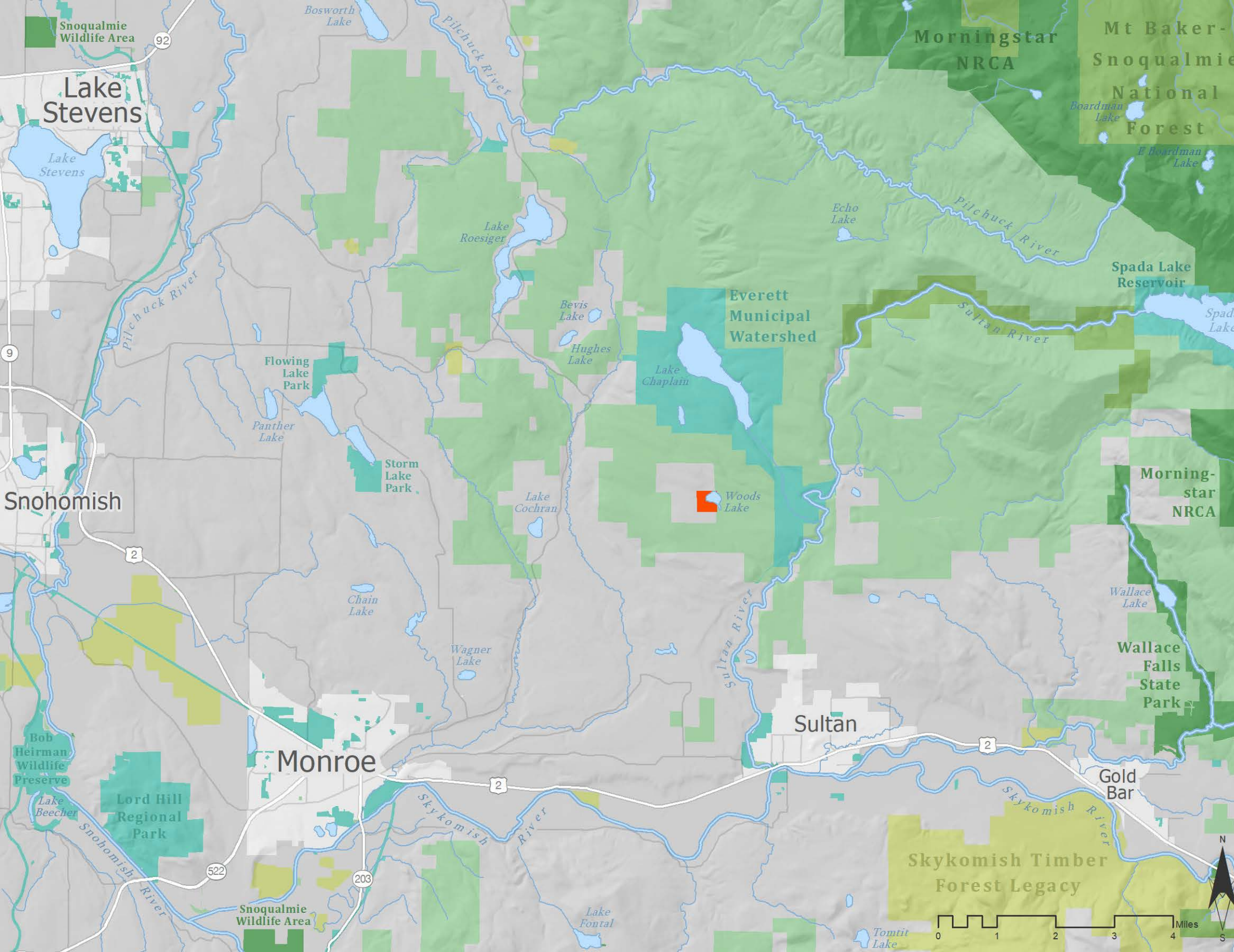
8/16/2021



## MAP LEGEND

- 

Map created by FORTERRA, March 31, 2022





Woods Lake, Snohomish County



Woods Lake, Snohomish County

To Whom it may concern,

After reviewing the comparable properties for parcel numbers [28071200400100](#) and [28071200400200](#), I would place a list price at \$650,000-\$700,000. The subject property is highly covered with wetlands, and most of my comparable properties have 50% or more wetlands on the property to be a close comparable. I also found comparable properties that were relatively flat like the subject property. There are not many with such a large, or any water feature on the property. I do believe this adds value. In the price I found, I do account for the amount of wetlands, and lack of buildable area.

If you have any questions or need any additional info from me, please don't hesitate to reach out. I have included a copy of my CMA for your review.

Kjirsti Allan 

WINDERMERE Real Estate/ JS

801 State Ave Marysville WA 98270

Cell: 425-750-1379

[Kjirsti@windermere.com](mailto:Kjirsti@windermere.com)



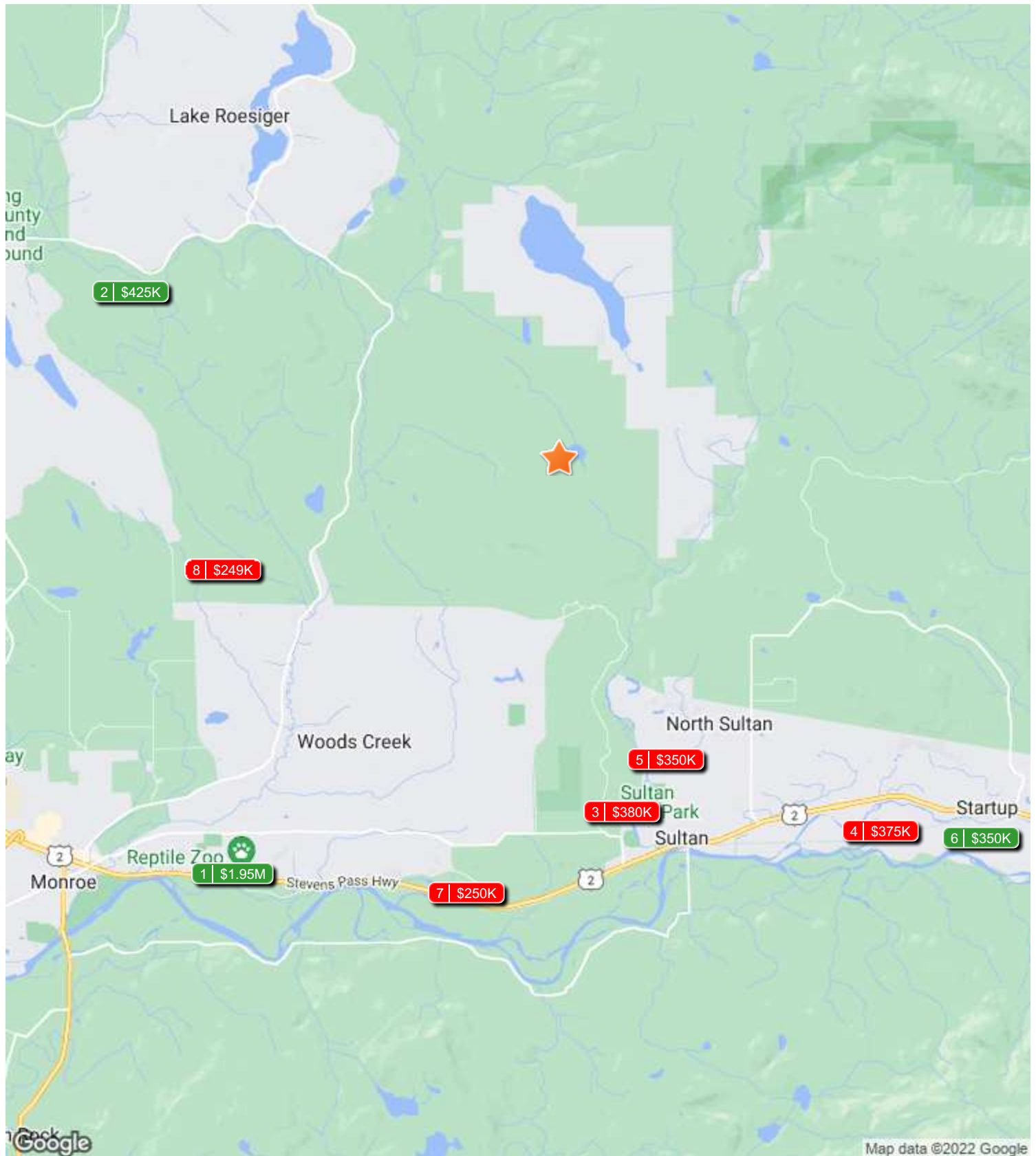
## **Woods Lake**

June 13, 2022


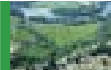

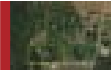



**7933 287TH AVE SE, Monroe, WA 98272**



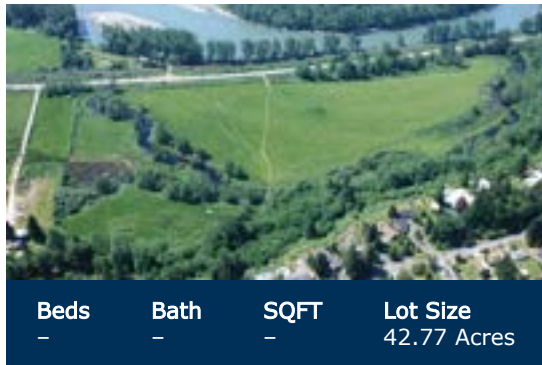
Information used to prepare this report has been obtained from multiple sources, including: MLS records of pending listings and recent sales; public records; and the current owner(s) of the subject property. The broker preparing this report has not independently verified the accuracy or completeness of any information obtained from sources reasonably believed by the broker to be reliable.



All information provided is deemed reliable but is not guaranteed and should be independently verified.

		Address	Price	Beds	Baths	Days	SQFT	\$/SQFT
★		7933 287TH AVE SE Monroe, WA 98272		–	–	–	–	
1.		21825 State Route 2 Monroe, WA 98272	\$1,950,000	–	–	579	–	
2.		4621 199th Avenue SE Snohomish, WA 98290	\$425,000	–	–	41	–	
3.		14218 Reiner Road Monroe, WA 98272	\$380,000	–	–	87	–	
4.		33932 Sultan Startup ... Sultan, WA 98294	\$375,000	–	–	12	–	
5.		13 Xxx Reiner Rd Monroe, WA 98272	\$350,000	–	–	4	–	
6.		0 Reese Road Sultan, WA 98294	\$350,000	–	–	58	–	
7.		26224 Fern Bluff Road Monroe, WA 98272	\$250,000	–	–	7	–	
8.		9625 215th Ave Monroe, WA 98290	\$249,000	–	–	1,287	–	

All information provided is deemed reliable but is not guaranteed and should be independently verified.



**ACTIVE**

**\$1,950,000**

List Price: \$1,950,000

Days: 579

Original List Price: \$2,995,000

Listing Courtesy of: Northwest MLS

## Comparable #1

21825 State Route 2, Monroe, WA 98272

### Listing Detail

Property Type: Land

MLS Area: 750 - EAST SNOHOMISH C

Building Style: 41 Res Over 1 Acre

Community: Monroe

County: Bayfield County

Subdivision: Monroe

MLS #: 1642091

School District: Monroe

### Features

Senior Community: No

### Remarks

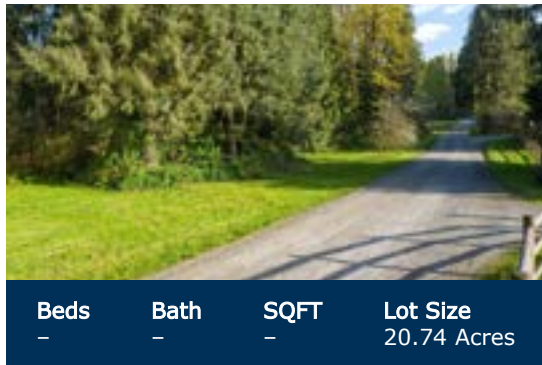
KJ Notes: About 80% is in Wetlands, very overpriced. 42 acres level. Shy 15 acres developable. Possible to apply for a Fill Permit in order to increase developable land area. Zoned Limited Open Space (Residential 5 acre minimum lot size). Rural Cluster would theoretically allow for 13 lots. Furthermore, most of the documentation for zoning change to General Commercial has been completed. Developable Area Map attached to listing. Wetlands Delineation report available.

## Comparable #1

21825 State Route 2, Monroe, WA 98272

Photos 1 - 5





Beds	Bath	SQFT	Lot Size
–	–	–	20.74 Acres

**ACTIVE**

**\$425,000**

List Price: \$425,000

Days: 41

Original List Price: \$475,000

Listing Courtesy of: Northwest MLS

## Comparable #2

4621 199th Avenue SE, Snohomish, WA 98290

### Listing Detail

<b>Property Type:</b> Land	<b>MLS #:</b> 1926788
<b>Building Style:</b> 41 Res Over 1 Acre	<b>MLS Area:</b> 760 - NORTHEAST SNOHOM
<b>County:</b> Snohomish County	<b>Community:</b> Dubuque
<b>Tax Amount:</b> \$4,512	<b>Subdivision:</b> Dubuque
<b>Tax Year:</b> 2021	<b>School District:</b> Snohomish

### Features

**Senior Community:** No

### Remarks

KJ Notes: About 60% in wetlands, very flat 2 SEPARATE Buildable Lots in Snohomish! Desirable location! Sale includes 2 parcels = 20.74 acres total! Bring your ideas and building plans! Manufactures homes are okay! Electricity available at the street. Parcels must be sold together. Buyer to verify all information to their satisfaction.

**Comparable #2**

4621 199th Avenue SE, Snohomish, WA 98290

Photos 1 - 12



All information provided is deemed reliable but is not guaranteed and should be independently verified.

Kjirsti Allan | (425) 750-1379 | [kjirsti@windermere.com](mailto:kjirsti@windermere.com)

## Comparable #2

4621 199th Avenue SE, Snohomish, WA 98290

Photos 13 - 16





**SOLD**

**\$380,000**

List Price: \$399,950

Days: 87

Sold Date: 01/13/2022

Original List Price: \$498,750

Original Sold Price: \$380,000

% of List Price: 95%

Listing Courtesy of: Northwest MLS

## Comparable #3

14218 Reiner Road, Monroe, WA 98272

### Listing Detail

Property Type: Land

MLS #: 1850095

Building Style: 41 Res Over 1 Acre

MLS Area: 750 - EAST SNOHOMISH C

County: Snohomish County

Community: Woods Creek

Tax Amount: \$3,414

Subdivision: Woods Creek

Tax Year: 2021

School District: Sultan

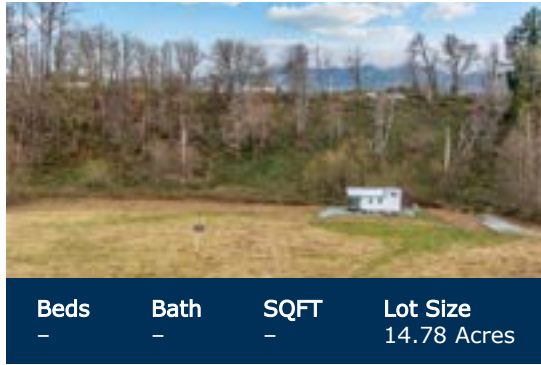
### Features

View: Territorial

Senior Community: No

### Remarks

This beautiful 10.7 acre residential property is nestled in the Cascade Mtn foothills just minutes off of HWY 2 in Monroe. A portion of the property abuts the picturesque Rudolf Reese Park. A small pear orchard greets you beyond the gated entrance and inspires the imagination and endless possibilities this property offers. Divided into two flat secluded 5+ acre parcels, there is plenty of opportunity: build your dream home & keep the second parcel for own use or subdivide and develop. Manufactured Home on property and hooked up to SNO PUD & served by private well & on site septic. Buyer to verify all info to their own satisfaction.



Beds	Bath	SQFT	Lot Size
-	-	-	14.78 Acres

**SOLD**

**\$375,000**

List Price: \$375,000

Days: 12

Sold Date: 05/02/2022

Original List Price: \$375,000

Original Sold Price: \$375,000

% of List Price: 100%

Listing Courtesy of: Northwest MLS

## Comparable #4

33932 Sultan Startup Road, Sultan, WA 98294

### Listing Detail

Property Type: Land

MLS #: 1908832

Building Style: 41 Res Over 1 Acre

MLS Area: 750 - EAST SNOHOMISH C

County: Snohomish County

Community: Wallace River

Tax Amount: \$1,053

Subdivision: Wallace River

Tax Year: 2021

School District: Sultan

### Features

View: Territorial, River, Mountain(s)

Waterfront: River Access, Bank-Low

Senior Community: No

### Remarks

Relaxing location with Cascade Mountain Scenic views and soothing Wallace River waterfront. Freshly trimmed pasture area for your future critters or private or commercial gardens. Easy access is very private but near Highway. Would make an excellent estate, small farm, or just a weekend get away. Sale includes efficient, low impact tiny home with loft and porch. Very Cute and Well thought out. Mini split for heat and air, washer dryer, Incinolet incinerator toilet. Even includes deck chairs to sit on the porch and enjoy nature.

**Comparable #4**

33932 Sultan Startup Road, Sultan, WA 98294

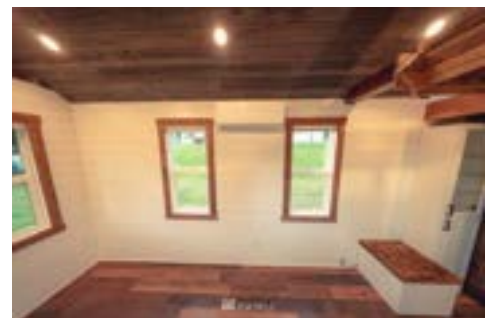
Photos 1 - 12



**Comparable #4**

33932 Sultan Startup Road, Sultan, WA 98294

Photos 13 - 24



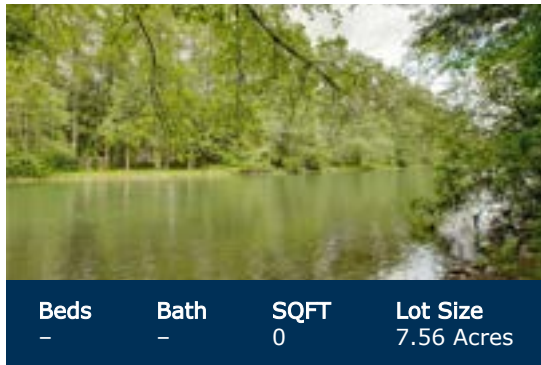
All information provided is deemed reliable but is not guaranteed and should be independently verified.

## Comparable #4

33932 Sultan Startup Road, Sultan, WA 98294

Photos 25 - 27





**SOLD**

**\$350,000**

List Price: \$350,000

Days: 4

Sold Date: 07/14/2021

Original List Price: \$350,000

Original Sold Price: \$350,000

% of List Price: 100%

Listing Courtesy of: Northwest MLS

## Comparable #5

13 Xxx Reiner Rd, Monroe, WA 98272

### Listing Detail

Property Type: Land

MLS Area: 750

Building Style: 41 Res Over 1 Acre

Community: Sultan

County: Snohomish County

School District: Sultan

Tax Amount: \$1,261

Elementary School: Sultan Elem

Tax Year: 2020

Middle School: Sultan Mid

MLS #: 1773418

High School: Sultan Snr High

### Features

View: River

Senior Community: No

Waterfront: Bank-High, Bank-Low, River

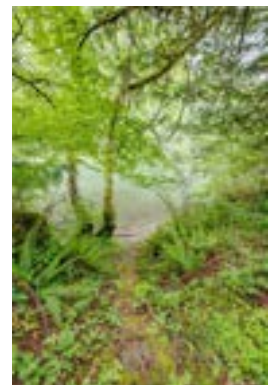
### Remarks

Fantastic 7.5 acre riverfront residential/recreational property just minutes off of HWY 2 in Monroe. With evergreens & Cascade Mountains as a backdrop. You can take a break from the hustle & bustle of city life on the Sultan River and close to all things outdoors, with hiking, biking, fishing & rafting right outside of your back door. Power at Reiner Rd, will need septic and well. Property is accessed by PUD road that is regularly maintained. Likely build site on western half of property due to flood elevation.

**Comparable #5**

13 Xxx Reiner Rd, Monroe, WA 98272

Photos 1 - 12



All information provided is deemed reliable but is not guaranteed and should be independently verified.

Kjirsti Allan | (425) 750-1379 | [kjirsti@windermere.com](mailto:kjirsti@windermere.com)

## Comparable #5

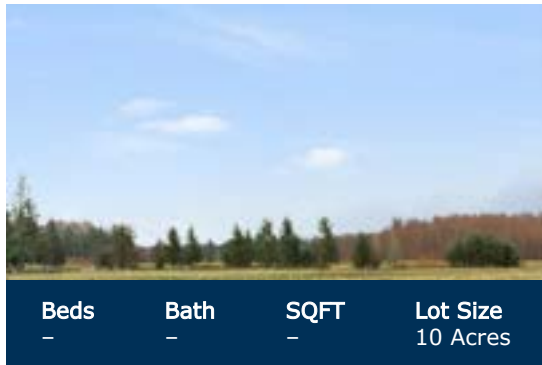
13 Xxx Reiner Rd, Monroe, WA 98272

Photos 13 - 23



All information provided is deemed reliable but is not guaranteed and should be independently verified.

Kjirsti Allan | (425) 750-1379 | [kjirsti@windermere.com](mailto:kjirsti@windermere.com)



Beds	Bath	SQFT	Lot Size
–	–	–	10 Acres

**ACTIVE**

**\$350,000**

List Price: \$350,000

Days: 58

Original List Price: \$350,000

Listing Courtesy of: Northwest MLS

## Comparable #6

0 Reese Road, Sultan, WA 98294

### Listing Detail

Property Type: Land

MLS #: 1913625

Building Style: 41 Res Over 1 Acre

MLS Area: 750 - EAST SNOHOMISH C

County: Snohomish County

Community: Startup

Tax Amount: \$948

Subdivision: Startup

Tax Year: 2021

School District: Sultan

### Features

View: Mountain(s)

Senior Community: No

### Remarks

KJ Notes:About 50% in wetland Absolutely incredible views are yours year round from this amazing 10 acre property that is cleared and mostly fenced ready for you! A great property for building your dream home and creating your own private oasis to get away from it all. Good horse property. All neighboring properties have relatively shallow drilled wells that. Power in the street.



Beds	Bath	SQFT	Lot Size
-	-	-	15.5 Acres

**SOLD**

**\$250,000**

List Price: \$250,000

Days: 7

Sold Date: 03/18/2022

Original List Price: \$250,000

Original Sold Price: \$250,000

% of List Price: 100%

Listing Courtesy of: Northwest MLS

## Comparable #7

26224 Fern Bluff Road, Monroe, WA 98272

### Listing Detail

Property Type: Land

Community: Fern Bluff

Building Style: 41 Res Over 1 Acre

Subdivision: Fern Bluff

County: Snohomish County

School District: Monroe

Tax Amount: \$1,198

Elementary School: Buyer to Verify

Tax Year: 2022

Middle School: Buyer to Verify

MLS #: 1892724

High School: Buyer to Verify

MLS Area: 750 - EAST SNOHOMISH C

### Features

View: Mountain(s)

Senior Community: No

### Remarks

Here is your chance to build a home or farm on this flat 3 lots, 15.5 acre property. Beautiful views of the mountains, has a pond/stream and trees for privacy from the road. Quick access to hwy 2 going East or West. Had been permitted for well and septic. Electric in street. Lot 11 is buildable.

**Comparable #7**

26224 Fern Bluff Road, Monroe, WA 98272

Photos 1 - 12



**Comparable #7**

26224 Fern Bluff Road, Monroe, WA 98272

Photos 13 - 24



All information provided is deemed reliable but is not guaranteed and should be independently verified.

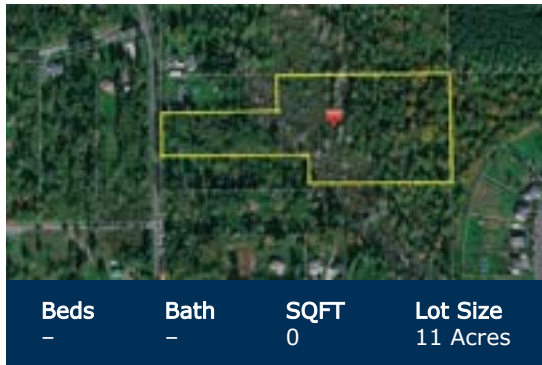
Kjirsti Allan | (425) 750-1379 | [kjirsti@windermere.com](mailto:kjirsti@windermere.com)

## Comparable #7

26224 Fern Bluff Road, Monroe, WA 98272

Photos 25 - 27





**SOLD**

**\$249,000**

List Price: \$249,000

Days: 1,287

Sold Date: 09/17/2021

Original List Price: \$349,000

Original Sold Price: \$249,000

% of List Price: 100%

Listing Courtesy of: Northwest MLS

## Comparable #8

9625 215th Ave, Monroe, WA 98290

### Listing Detail

Property Type: Land

Tax Year: 0

Building Style: 41 Res Over 1 Acre

MLS #: 1198499

County: Snohomish County

MLS Area: 750

Tax Amount: \$0

Community: Monroe

School District: Monroe

### Features

Senior Community: No

### Remarks

11 acre site! Survey completed, wetlands flagged, soil test & logs - perk test is done, water in street, power in street, Great investment return for building - investor! (Buyer to verify all info)

## Comparable #8

9625 215th Ave, Monroe, WA 98290

Photos 1 - 2



## Active Properties

Property Averages (3 properties)

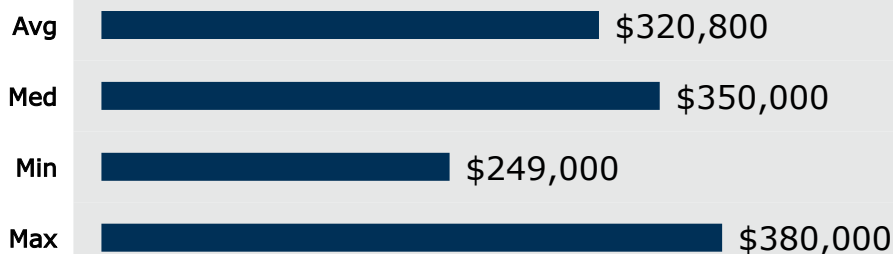
**Lot Acres   \$/Lot Acre   Days**  
 24.5 Acres   \$33,695   226

## Sold Properties

Property Averages (5 properties)

**Lot Acres   \$/Lot Acre   Days**  
 11.91 Acres   \$29,190   279

## Property Pricing





Approximate Market Value  
**\$650,000 - \$700,000**

★ 7933 287TH AVE SE, Monroe, WA 98272

### Price Based on Average Sales

Average Price of Sold Comparable Properties	<b>\$320,800</b>
---	------------------

### Price Based on Square Footage

Average \$/Lot SqFt of Sold Comparable Properties	<b>\$0.67</b>
Square Footage of Subject Property	<b>1,742,400</b>
Price based on square footage of Subject Property	<b>\$1,167,582</b>



**Kjirsti Allan**

Realtor  
RENE

☎ (425) 750-1379  
DIRECT PHONE

☎ (360) 653-2509  
OFFICE PHONE

✉ kjirsti@windermere.com  
EMAIL

🌐 <http://kjirsti.withwre.com>  
WEBSITE

📍 801 State Ave.  
Marysville, WA 98270  
ADDRESS

## Real Estate Agent/Broker

In 2012 Kjirsti purchased her first home, and absolutely loved her agent! He turned what she expected to be a challenging, stressful process into a fun and educational home-buying adventure. This experience, combined with the fun memories of her parents shopping for a new home when she was in the fourth grade, brought Kjirsti to where she is today -- having an exciting career full of adventures, education, systems and relationship building. Real estate is Kjirsti's business; people are her passion.

Snohomish County is Kjirsti's stomping ground: she has lived here her entire life, and is very passionate about the community, local business and the relationships she has been blessed with. Kjirsti believes Washington State is one of the best places to live, having so much to offer, from hikes to breweries, mountains to beaches, plus great workplaces and welcoming communities, and so she is proud to call it her home!

Selling and buying a home is about you, the client. Kjirsti prides herself in taking the drama out of the home buying or selling process, and making the experience a memorable one, in a positive way. You are in control of all the decisions, while she is there to oversee the process and education. Every selling and buying scenario is different, and she is happy to cater to your particular needs and do extra research wherever necessary. If you entrust Kjirsti with one of the biggest investment decisions you'll make, here is her promise to you: dedication to educate, respond and communicate efficiently, and help you achieve and exceed your real estate goals.



## Applicant Resolution/Authorization

Organization Name (sponsor) Forterra NW

Resolution No. or Document Name Resolution 020922 of the Board of Directors of Forterra NW

Project(s) Number(s), and Name(s) See attached.

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Leanne Weiss, Nicholas Carr, Vanessa Hague, Michael Storace, Susan M
Project contact (day-to-day administering of the grant and communicating with the RCO)	See attached.
RCO Grant Agreement (Agreement)	Tobias Levey (VP)
Agreement amendments	Tobias Levey (VP)
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	Michelle Connor (CEO and President)

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. [for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. [for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. [Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed  \_\_\_\_\_  
DocuSigned by:  
Beth Binbaum  
150876F0300247F...

Title Board Chair, Forterra NW Date 5/19/2022

On File at: Electronically filed

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:  
 (Local Governments and Nonprofit Organizations Only):

Location: Board meeting held virtually, via zoom Date: 2/9/2022

Washington State Attorney General's Office

Approved as to form  2/13/2020  
*Assistant Attorney General* Date

You may reproduce the above language in your own format; however, text may not change.

**Addendum to Applicant Authorization Resolution**

**Project(s) Number(s), and Name(s)**

22-1622 (Polson Heritage Forest)

22-1683 (Clover Creek)

22-1687 (Kreger Lake - Pyrtek), 22-1688 (Kreger Lake - Pavlov)

22-1600 (Woods Lake)

22- 1764 (Whistling Pines Family Forest)

**Project contact (day-to-day administering of the grant and communicating with the RCO)**

Michael Storace: 22-1622 (Polson Heritage Forest)

Nicholas Carr: 22-1683 (Clover Creek)

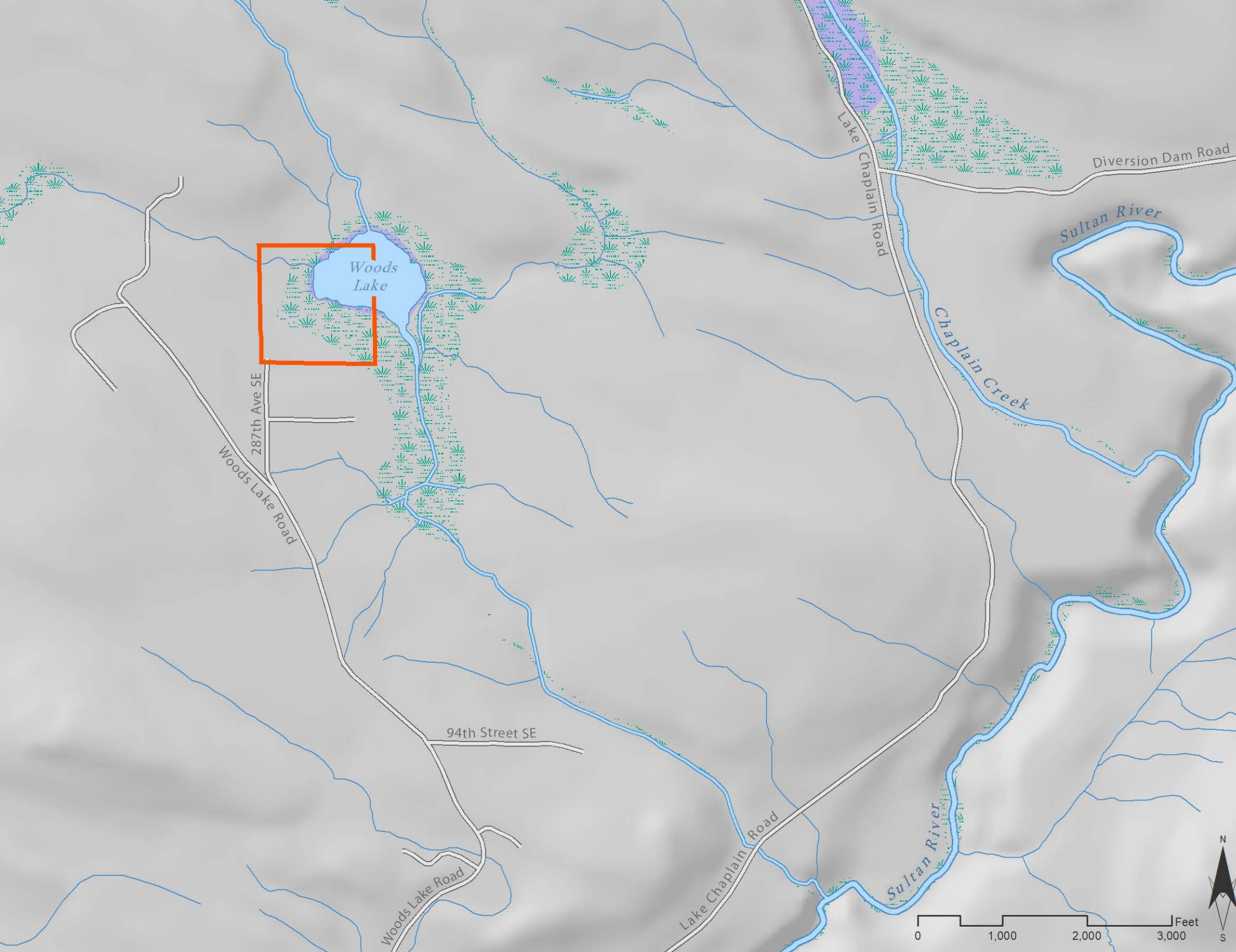
Vanessa Hague: 22-1687 (Kreger Lake - Pyrtek), 22-1688 (Kreger Lake - Pavlov)

Leanne Weiss: 22-1600 (Woods Lake)








Susan Melrose (22- 1764 (Whistling Pines Family Forest)

# WOODS LAKE

## Water Resources



### MAP LEGEND

-  Proposed Conservation Acquisition
-  Street or Road
-  Wetland
-  Lake or Pond
-  Perennial River, Creek or Stream
-  Intermittent Stream
-  Floodplain














Map created by FORTERRA, March 28, 2022

# WOODS LAKE

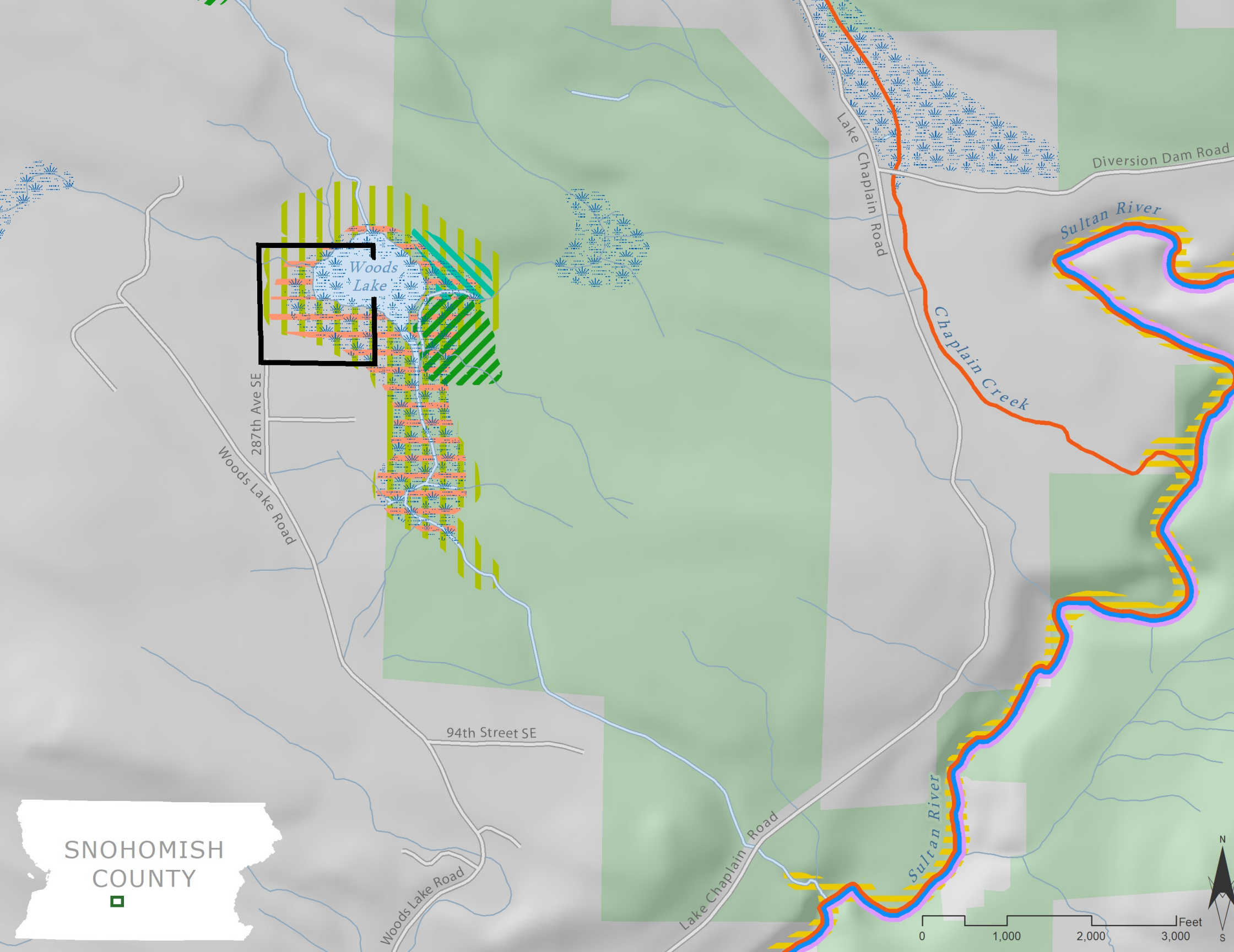
## Documented Habitats and Species

Fish species information from WDFW Statewide Integrated Fish Database (SWIFD); Federally designated critical habitat from USFWS; Plant communities from DNR Natural Heritage Program; All other habitats and species information from WDFW Priority Habitats and Species (PHS) Program.

### MAP LEGEND

-  Proposed Conservation Acquisition
-  Resident Coastal Cutthroat Trout (present)
-  Bull Trout (rearing) Federally Designated Critical Habitat
-  Other Salmonid Species Present  
Summer Chinook (present), Fall Chinook (spawning), Coho (rearing, spawning), Odd-year Pink (spawning), Rainbow Trout (present), Summer Steelhead (present), Winter Steelhead (spawning)
-  Sultan River Wetlands Priority Habitat Area
-  Shore Pine / Bog Labrador-tea / Sphagnum spp. Treed Bog Plant Community
-  Western Hemlock - (Western Redcedar) / Bog Labrador-tea / Sphagnum spp. Treed Bog Plant Community
-  Red Alder / Lady Fern - Skunkcabbage Swamp Forest Plant Community
-  Cavity-Nesting Duck Breeding Area
-  Harlequin Duck Breeding Area
-  Marbled Murrelet Federally Designated Critical Habitat

Map created by FORTERRA, March 30, 2022  
(Updated on June 8, 2022)



SNOHOMISH  
COUNTY

Plants identified at Woods Lake – site visit  
April 15, 2022



Bog cranberry  
(*Vaccinium oxycoccos*)



Bog labrador tea  
(*Rhododendron groenlandicum*)



Sphagnum moss  
(*Spahegum sp.*)



Skunk cabbage  
(*Lysichiton americanus*)
















Includes various conifers (western red cedar, western hemlock, shore pine) and hardwoods such as red alder.

# WOODS LAKE

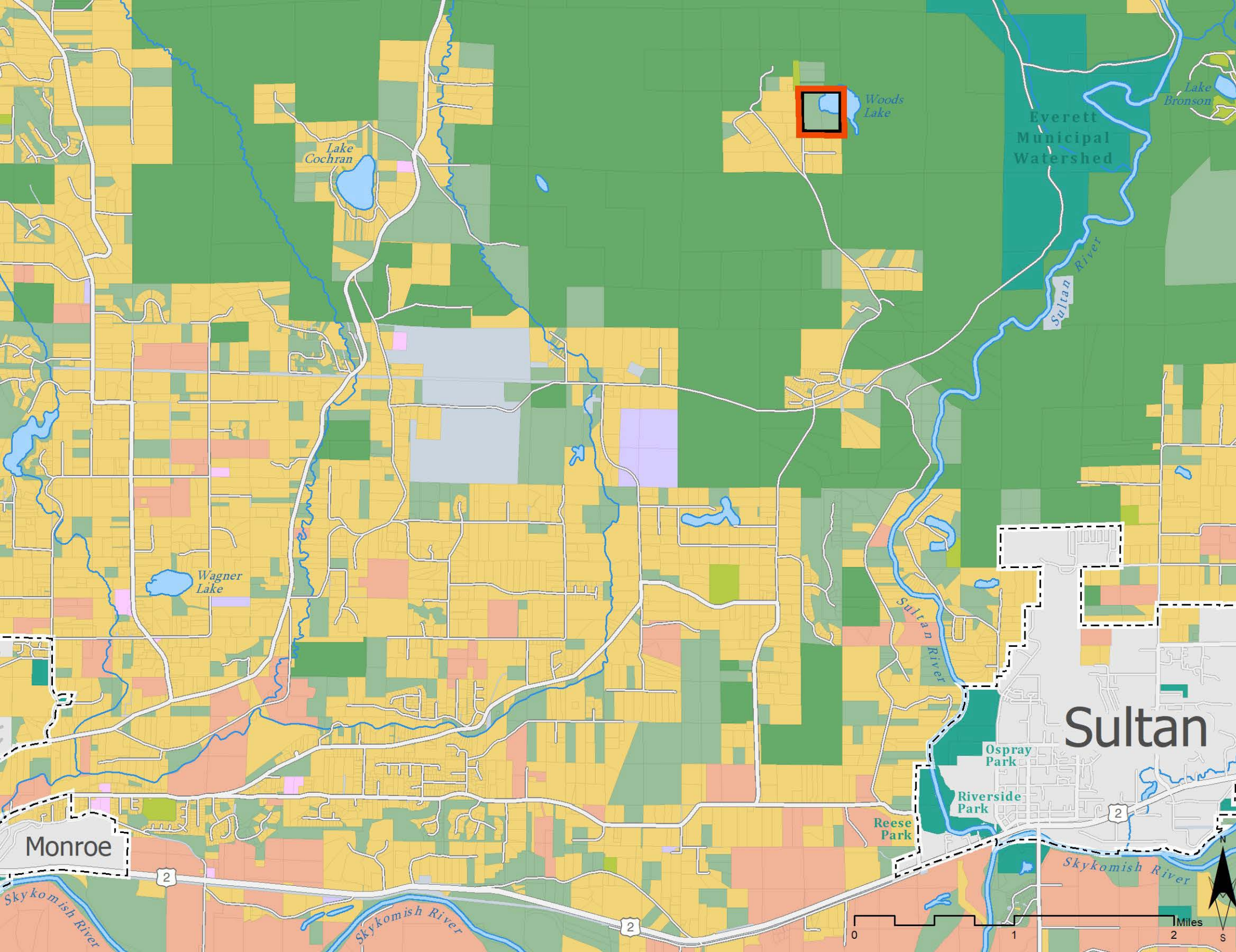
## Rural Land Use and Development

### MAP LEGEND

-  Proposed Conservation Acquisition
-  Urban Growth Area Boundary
-  Incorporated Area
-  Rural Tax Parcel Boundary
-  Transportation or Utilities
-  Industrial or Mining
-  Commercial, Governmental, or Social
-  Residential
-  Agricultural
-  Private Resort or Other Recreational Use
-  Vacant or Undeveloped
-  Forestry
-  Public Park, Open Space or Natural Area

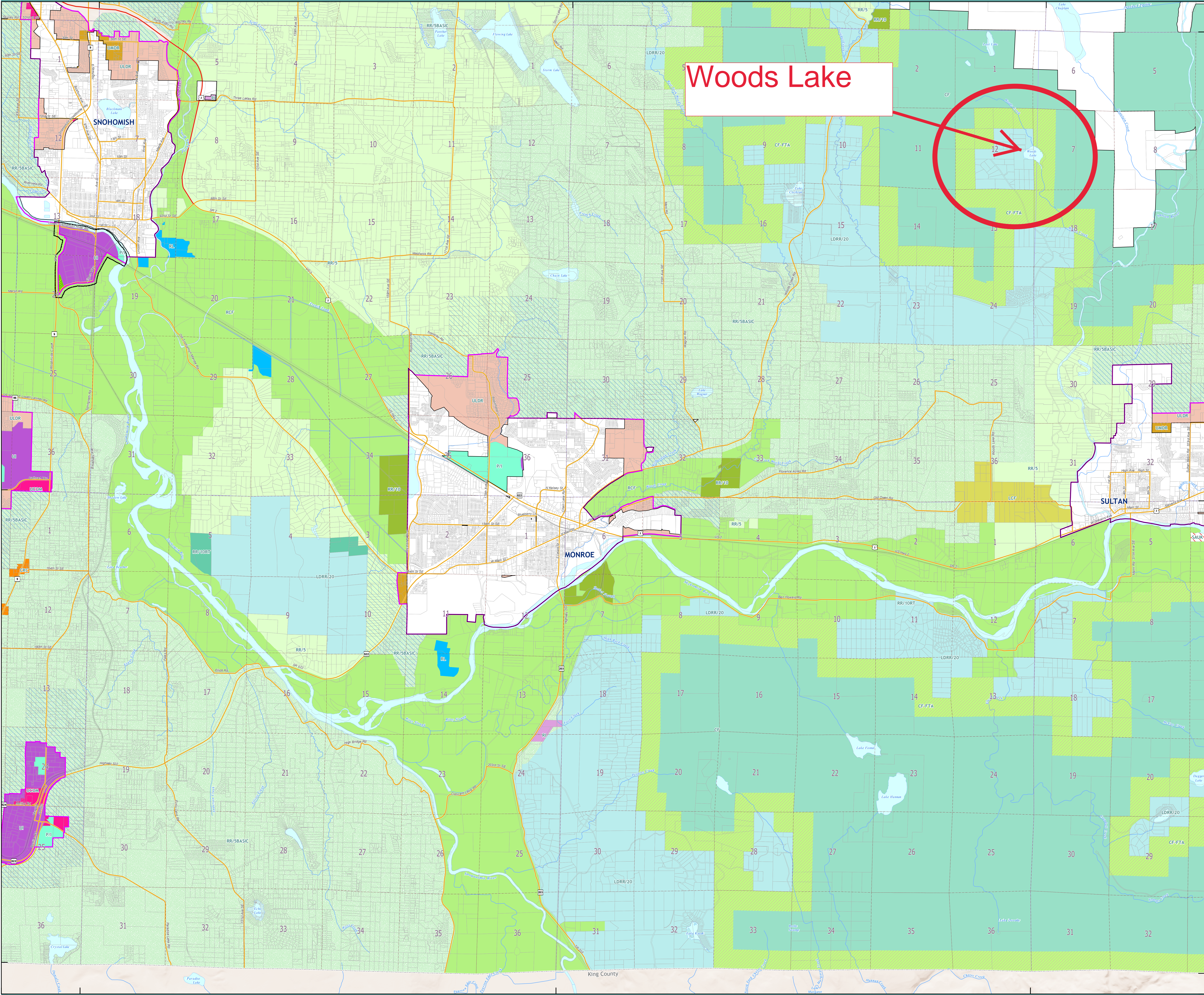


Map created by FORTERRA, March 31, 2022



T. 29 N.  
T. 28 N.  
T. 27 N.  
T. 26 N.

R. 5 E. R. 6 E. R. 7 E. R. 8 E.



MAP 1 QUAD 4  
SNOHOMISH COUNTY  
GMA COMPREHENSIVE PLAN

FUTURE LAND USE  
EFFECTIVE DATE: JUNE 29, 2019

Legend

- County Boundary
  - Incorporated City Boundary
  - Urban Growth Boundary
  - National Forest (Includes Some Private and Non-Federal Public Lands)
  - Tribal Trust Land
  - Stillaguamish Indian Reservation Boundary
  - Tulip Indian Reservation Boundary
  - The Consolidated Borough of Quil Ceda Village
  - Cadastral Parcel
  - Freeway
  - Arterial Roadway
  - Railway
  - Section
  - Waterbody
  - Watercourse
- This portion of the Snohomish UGA is under review pursuant to a request Conditional Letter of Map Revision from the Federal Emergency Management Agency.



Snohomish County

Future Land Use

- Local Forest (Tulip Only)
- Commercial Forest
- Commercial Forest - Forest Transition Area (FTA)
- Riverway Commercial Farmland
- Upland Commercial Farmland
- Local Commercial Farmland
- Urban Horticulture
- Low Density Rural Residential (1 DU/20 Acres)
- Rural Residential-10 Resource Transition (1 DU/10 Acres)
- Rural Residential-10 (1 DU/10 Acres)
- Rural Residential- 5 (1 DU/5 Acres)
- Rural Residential- RD (1DU/5 Acres)
- Rural Residential (1 DU/5 Acres Basic)
- Urban Low Density Residential (3 DU/Acre Gold Bar and Darrington)
- Urban Low Density Residential
- Urban Medium Density Residential
- Urban High Density Residential
- Urban High Density Residential/ Urban Industrial
- Public/Institutional
- Recreational Land
- Rural Freeway Service
- Clearview Rural Commercial
- Reservation Commercial
- Urban Commercial
- Urban Village
- Transit/Pedestrian Village
- Urban Center
- Rural Industrial
- Urban Industrial
- Manufacturing Industrial Overlay (Paine Field Area)
- Rural/Urban Transition Area Overlay

SNOHOMISH COUNTY DATA and MAP DISCLAIMER

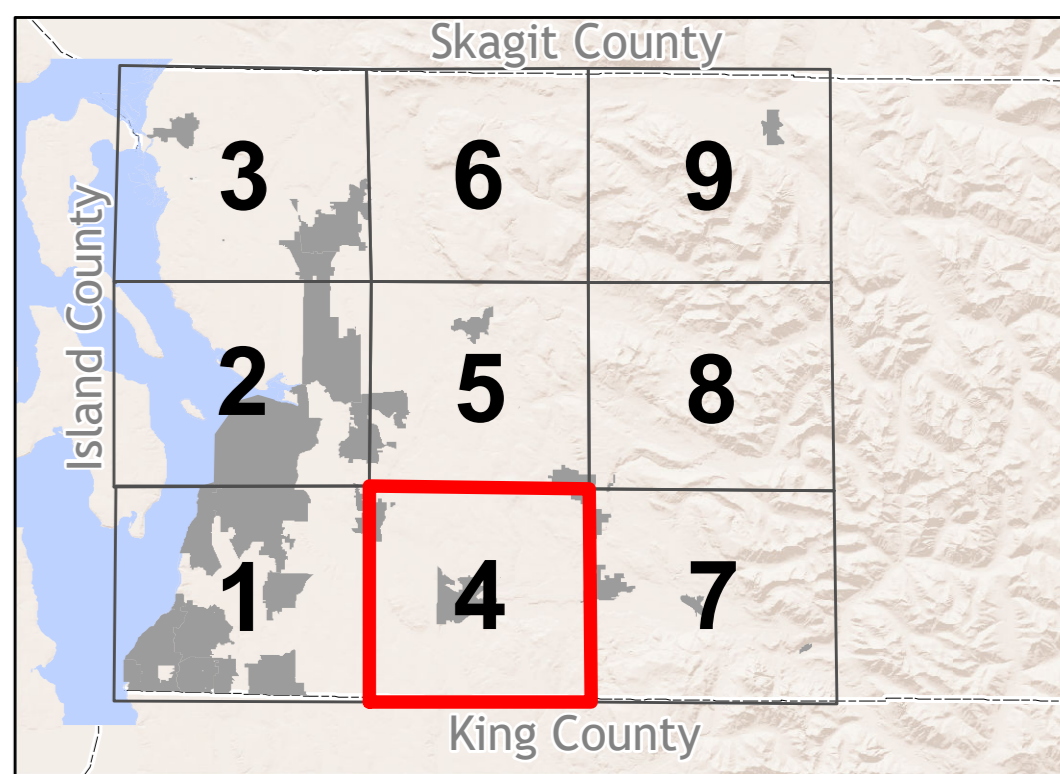
All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

Parcel lines and designation boundaries are adjusted to the Snohomish County Assessor Integrated Land Records Parcel Data Base as of March 2013.

This map is a graphic representation applied from the Snohomish County Geographic Information System. It does not represent survey accuracy. This map is based on the best available information as of the date shown on the map.

For the purposes of land use application review, final determination of future land use designations will be made by the County during the review process.

SNOHOMISH COUNTY



\* Determining the number of certified development rights may be subject to requirements in Chapter 30.35A SCC, Transfer of Development Rights.



**DEPARTMENT OF  
NATURAL RESOURCES**

**NORTHWEST REGION**  
919 NORTH TOWNSHIP STREET  
SEDRO-WOOLLEY, WA 98284-9384

**360-856-3500**  
[northwest.region@DNR.WA.GOV](mailto:northwest.region@DNR.WA.GOV)  
[WWW.DNR.WA.GOV](http://WWW.DNR.WA.GOV)

June 10, 2022

Snohomish County Conservation Futures Board  
6705 Puget Park Drive  
Snohomish, WA 98201

**Forterra NW SCCFP Funding Application for Woods Lake Acquisition**

Dear Board Members,

The Washington State Department of Natural Resources (DNR) supports Forterra NW's application for funding to acquire the 40 acres Woods Lake property in partnership with the Tulalip Tribes.

DNR owns and manages Snohomish County Parcel # 28080700200100 which is adjacent to the Woods Lake property. Forterra aims to acquire and covers the eastern portion of Woods Lake and associated wetlands. DNR recognizes the ecological importance of this freshwater wetland habitat and manages the neighboring land to ensure maximum benefit for habitat and wildlife. Conserving the additional 40 acres to the west is the best use for the property and will ensure ecological continuity with state forest lands.

The DNR parcel is designated as trust (01) State Forest Transfer ground, and is managed by the DNR on behalf of Snohomish County. The DNR ground adjacent and nearby Woods Lake has no public vehicle access. Per DNR's Habitat Conservation Plan (HCP), harvest buffers are placed around the lake to ensure no sediment is delivered into the lake, wetlands, or streams that may also be around the lake. Buffer widths around the lake have an average width of 180', measured from the ordinary high water mark. Due to potential adverse environmental impacts, Forest Practices and HCP restrictions, no harvest, road building, or formalized public recreation is planned adjacent or near the lake. Therefore, if Forterra's request is funded, it will ensure nearly the entire shoreline of Woods Lake and associated wetlands would be protected.

Thank your attention to this letter and consideration of this important project protecting Woods Lake.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jesse Steele".

Jesse Steele  
Acting Cascade District Manager  
360-854-8687  
[jesse.steele@dnr.wa.gov](mailto:jesse.steele@dnr.wa.gov)



Natural Resources Department  
6406 Marine DR NW  
Tulalip, WA 98271

\*\*\*\*\*  
June 7<sup>th</sup>, 2022

Snohomish County Conservation Futures Board  
6705 Puget Park Drive  
Snohomish, WA 98201

Forterra SCCFP Application for Woods Lake Acquisition


Dear Board Members,

Please accept this letter of support for Forterra's proposed project to facilitate the acquisition of Woods Lake in partnership with the Tulalip Tribes. Woods Lake is a property of cultural significance to the Tribes, and we look forward to partnering with Forterra to acquire the property and be the long-term steward of these unique 40 acres.

The Tulalip Tribes have the common goal of protecting Woods Lake habitat for wildlife and species that depend on it and enabling access and traditional use for people to connect with the land as they have done since time immemorial. Tulalip will approve coordinated and limited public and educational access that minimizes any impacts on the rare species and their cultural use.

We support the effort to acquire properties of importance for resource protection through our partnership with Forterra. Woods Lake has deeply rooted cultural value for the Tulalip Tribes, and conserving it is high priority. We thank you for your consideration of this acquisition project which will preserve Treaty Retained Resources that have sustained the lives and culture of Tulalip People for thousands of years.

Respectfully,

  
Jason Gobin  
Natural and Cultural Resources Director  
Tulalip Tribes  
(360) 716-4595  
[jasongobin@tulaliptribes-nsn.gov](mailto:jasongobin@tulaliptribes-nsn.gov)

CC: Joe Sambataro, Forterra NW

The Tulalip Tribes are federally recognized successors in the interest to the Snohomish, Snoqualmie, Skykomish, and other allied tribes and bands signatory to the Treaty of Point Elliott.