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5/26/2026

Forterra NW
ATTN: Jacob Stone
5101 14th Ave. NW
Seattle, WA 98107

Re: Conservation Easement—Foster Estate
Our File No. 11197-2

Dear Mr. Stone:

I have enclosed the signed grant of conservation easement which has been signed by Brian Foster as the personal representative of the Betty A. Foster estate.

When the document has been fully signed and recorded, I would appreciate a conformed copy for my files.

Very truly yours,

BAILEY, DUSKIN, PEIFFLE & MARTIN, P.S.



Steven J. Peiffle

SJP/ms

Encl: original easement

Cc: client

After Recording Return to:

Assistant Clerk
Snohomish County Council
3000 Rockefeller Avenue MS 609
Everett, WA 98201

GRANT OF CONSERVATION EASEMENT

Grantor: Estate of Betty A. Foster

Grantee: Snohomish County, a political subdivision of the State of Washington

Legal: Attached as Exhibit A

Tax Parcel No.: 310510-003-014-00, 310510-003-015-00, 310510-003-013-00, 310510-003-019-00 and 310510-003-020-00

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this 20th day of May, 2026, by Estate of Betty A. Foster (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130. The Washington State Department of Ecology ("Ecology") is a third-party beneficiary ("Beneficiary") and has certain rights hereunder, including a third party right of enforcement.

RECITALS

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), located in Snohomish County, Washington and which is an assemblage of the following Snohomish County Parcels: 310510-003-014-00, 310510-003-015-00, 310510-003-013-00, 310510-003-019-00 and 310510-003-020-00.

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and

C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and

D. The Protected Property possesses significant long-term natural and conservation and agricultural values ("Conservation Values") of great importance to the people of Snohomish County; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for conservation and preservation of farm and agricultural land by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the "Baseline Documentation") that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. This Easement is acquired with partial funding from a Floodplains by Design grant from Ecology in accordance with that certain grant agreement SEAFBD-2325-StillTI-00039 between Ecology and the Stillaguamish Tribe dated April 23, 2024 ("Ecology Grant Agreement"). To protect the public's interest, Ecology is provided certain rights as a Beneficiary under this Easement as detailed herein; and

J. This Conservation Easement is being acquired with partial funding by the County's Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space, farm and agricultural and timber land through restrictions on incompatible uses of the land;

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar (\$1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. Grant. Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as farm and agricultural land pursuant to chapter 84.34 RCW.

II. Purpose. The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever as farm and agricultural land and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor

intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

III. Rights of the Grantee. Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property;

B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes: (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.

C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.

D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.

E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

F. The foregoing are rights, not obligations, and shall not create any third-party rights of enforcement.

IV. Permitted Uses and Activities.

A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

B. Subject to the limitations of Section V(F) below, Grantor shall have the right to construct a barn together with utilities and other infrastructure required to operate the barn but only so long as the barn and infrastructure are used to further farming and other permitted agricultural uses of the Protected Property. Grantor shall provide the County with written notification including design plans of its proposed barn construction for County review and approval; County approval will not be unreasonably withheld, conditioned, or delayed. Any other improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds, and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.

C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the Protected Property as of the date of this Conservation Easement.

V. Prohibited Uses and Activities. Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Conservation Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

A. The placement or construction of any buildings, structures, improvements, or equipment of any kind except as permitted in subsection IV.B;

B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;

C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral except that nothing contained in this Conservation Easement prohibits Grantor from creating or rerouting irrigation ditches as necessary for agricultural purposes;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except as necessary to conduct the permitted agricultural activities on the Conservation Easement ; and

F. Any construction, expansion, repair, or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

A. Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.

B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.

C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

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

E. The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

VII. Extinguishment. This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

VIII. Proceeds. In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

IX. Transfer or Assignment of the Conservation Easement. This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.

X. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.

B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

XI. Enforcement & Monitoring. Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

A. Grantee shall have primary responsibility for monitoring and enforcement of the Easement; however Ecology is hereby granted third party right of enforcement of this Easement as a result of Ecology's role as funder under the Ecology Grant Agreement. As such, in the event that Grantee is for any reason unable to enforce this Easement, Grantee shall notify Ecology and

Ecology may exercise all of the rights and remedies provided to Grantee herein. Ecology is entitled to all of the indemnifications provided to Grantee in this Easement. Nothing in this Easement is intended to limit Ecology's regulatory authority as authorized by law. If Ecology, acting in its regulatory capacity, takes action against the Protected Property, Grantor, Grantee, or any future party subject to this Easement, Ecology is not required to follow any procedure outlined in this Easement. Rather, Ecology may take enforcement action consistent with applicable law. This third party right of enforcement may be transferred by Ecology only to another State of Washington government entity charged with maintaining, preserving and/or restoring riparian and/or agricultural and related lands, and does not extend to any other third party.

B. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

C. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation to show a change of conditions.

D. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

E. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

F. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its

agents, employees, contractors, invitees, or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

G. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel, or prescription.

H. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

XII. Hold Harmless. Grantor hereby agrees to release and hold harmless, indemnify, and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;

B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (Ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;

C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

XIII. Obligations of Grantor. Grantor agrees to:

- A. Fund any improvements that are made to the Protected Property from revenue sources other than Grantee and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and this Conservation Easement;
- B. Submit to Grantee a long-term maintenance plan for the Protected Property and any improvements within six (6) months of the execution of this Conservation Easement;

- C. Provide Grantee with forty-five (45) days' written notice prior to any subsequent conveyance of the Protected Property. Execute and record any and all necessary documents, as required by Grantee, to ensure the continuing validity and enforceability of this Conservation Easement regardless of the status of the transferee;
- D. Pay on a current basis all taxes or assessments levied on the Protected Property-related activities and the Protected Property; PROVIDED, HOWEVER, that nothing contained herein will modify Grantor's right to contest any such tax, and Grantor will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes; and
- E. Obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Protected Property.

XIV. Records, Inspections and Audits. Grantor will keep such full and detailed accounts as may be necessary for proper financial management under this Conservation Easement. The Grantee may, at its sole discretion, from time to time, inspect all books and records and other materials related to any matters covered by this Conservation Easement and not otherwise privileged, belonging to Grantor or any contractor or to elect to have an audit conducted to verify income from the Protected Property, maintenance and operation costs, and the cost of improvements. Such books, records and other materials shall be made available for Grantee inspection during regular business hours within a reasonable time of the request. If Grantee elects to conduct such an audit, it will give notice to Grantor, and such audit will be conducted as soon as is reasonably feasible thereafter. Such audit will be conducted by an auditor selected by Grantee, and Grantee will, except as provided herein, pay the cost of such audit. Grantor agrees to cooperate with the auditor and to make available for examination at its principal office all its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor.

Grantor will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if Grantor proposed to dispose of any documents materially related to the Protected Property for a period less than seven (7) years, then Grantor will deliver the same to Grantee for disposition by Grantee.

Grantor may at all times enter the Protected Property to determine Grantor's compliance with the terms and conditions of this Conservation Easement or to post notices. Any person or persons who may have an interest in the purposes of the Grantee's visit may accompany Grantee.

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

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

Grantee:	Snohomish County County Executive Office 3000 Rockefeller Avenue, M/S #407 Everett, WA 98201
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Grantor(s): Estate of Betty A. Foster
Brian J. Foster, Personal Representative
23324 Dike Road
Arlington, WA 98223
bcfooster58@gmail.com

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

XVII. General Provisions.

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

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

C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations, or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.

D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean, and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.

F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.

G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.

I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.

J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Conservation Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

XVIII. Environmental Compliance.

A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous, or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

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

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

Dated: _____, 2026

Third Party Beneficiary

By: _____
Joenne McGerr

Its: Shorelands and Environmental Assistance Program Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____, 2026 by _____
_____ (name(s) of individuals) as _____ (type of
authority, such as officer or trustee) of _____ (name of party
on behalf of whom record was executed).

(Signature of notary public)

(Title of office)

(Stamp)

My Commission Expires: _____

EXHIBIT A

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

Parcels A through C, J and K, Record of Survey Boundary Line Adjustment No. PFN 06-132755 BA, recorded November 16, 2006 as Recording No. 200611165008 and Affidavit of Boundary Line Adjustment recorded November 16, 2006 as Recording No. 200611160662, in Snohomish County, Washington.

EXHIBIT B
BASELINE SITE ASSESSMENT

CURRENT CONDITIONS

1. PROPERTY DATA

The Foster Corn Maze property, hereafter referred to as the “Property” is located along State Route 530 NE, approximately 1.5 miles east of Arlington, WA in Snohomish County. The Property is located 0.25 miles east of the intersection of SR 530 NE and 59th Ave NE and does not have a street address. The Property is accessed through the adjacent property to the east, having an address of 5802 WA-530, Arlington, WA 98223. A full baseline site assessment as well as exhibits has been developed by Forterra NW staff and is on file with Forterra and with Snohomish County.

The Property is composed of an agricultural field with a stream running east-west through the Property that flows into South Portage Creek, a tributary to the Stillaguamish River. The Property is adjacent to the Portage Creek Wildlife Area to the south and another agricultural Conservation Easement to the west.

The property is flat, with topography ranging from 50-55 feet above sea level. The Natural Resources Conservation Service (NRCS) Web Soil Survey identifies two soil types present on the Property: Puget silty clay loam (39.1 acres or 99.7% of the Property) and Snohomish silt loam (0.1 acres or 0.3% of the Property). Both soils are classified as prime farmland if drained and either protected from flooding or not frequently flooded during the growing season.

A. Structures (residential, commercial, agricultural, historic):

Not applicable.

B. Access Roads and/or Road Frontage:

There are no roads on the Property. The Property does have a dirt track leading from the adjacent property to the east that is used by farm equipment to access the remainder of the Property.

C. Percentage & Type of Impervious Surfaces (note: gravel is considered impervious):

Not applicable.

D. Utilities (power, water, gas, sewer/septic, storm water):

Utilities on the property include a utility box adjacent to the eastern Property boundary and utility poles leading from the utility box to the adjacent property to the east, as well as utility poles between the northern Property boundary and State Route 530. The utility box is located at the corner of Parcel “K” ~350 feet north of the parcel’s southeastern corner.

E. Other Site Improvements:

There is a small bridge over the drainage ditch that provides access to the southern portion of the Property, located where the stream crosses the eastern Property boundary.

There is fencing along the extent of the southern and northern boundaries of the Property.

There is also fencing along the neighboring property to the southeast, but this fencing is not located on the Property.

There are two signs installed on the Property near the northwestern corner of the Property.

F. Easements (road, utility, trail, agricultural, other):

There is one easement encumbering the Property, as listed in the title report and detailed as follows:

Easement granted to Public Utility District No. 1 of Snohomish County, dated August 25, 1993 (Recording No: 9308250055) to construct, erect, alter, improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or underground facilities, or combination thereof, with necessary braces, guys and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances.

G. Present Use/Proposed Future Use(s):

The Property is currently being used for agricultural production. The landowner rents the fields to the adjacent landowner to the west. There are no other uses on the Property and no intended changes to the Property use.

H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others:

There is no information of record that would indicate severing of mineral rights from fee. The Property carries a Certificate of Ground Water Rights, dated May 12, 1952 (Recording No: 1243966, Ground Water Permit #2456). These rights included the use of ground waters from a well at a rate of 160 gallons per minute; 120 acre-feet per year for the irrigation of 60 acres.

I. Critical Areas

The Property is within an Aquifer Sensitivity critical area, with the entire Property rated high. The Property is also within a Wellhead Protection Area, with a 10-year travel time.

The Property is within a Volcanic Hazard critical area, entirely within the path of the Glacier Peak Lahar.

The Property is within a Flood Hazard Zone critical area. The majority of the Property is within the 0.2% annual flood chance, with portions of the western side of the property in the 1% annual flood chance.

Wetlands and hydrology on the Property noted in the previous section are all classified as critical areas and are detailed as follows:

According to the U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI), there is 0.27 miles (1443 feet) of riparian habitat running east-west through the Property, as shown in Appendix D. This stream flows into South Portage Creek ~0.83 miles (4,385 feet) downstream of the Property.

The stream is classified as fish bearing by Snohomish County, supporting Fall Chum, Coho, Pink Odd Year, Winter Steelhead, and Fall Chinook. However, the Washington Department of Fish and Wildlife (WDFW) Priority Habitats and Species (PHS) data does not note salmon on the Property. PHS does note salmon presence on South Portage Creek, but it is unclear if there is actually salmon presence on the Property.

NWI classifies 0.07 acres (3049 square feet) of freshwater forested/shrub wetland in the north of the Property. This area is classified as freshwater forested/shrub wetland does not correspond to significant vegetation changes, so this NWI data point may not be accurate. Snohomish County has modeled an additional 0.42 acres (18,178 square feet) of unclassified wetland in the northwest of the Property.

- J. Existing Critical Areas Protection Areas and/or Native Growth Protection Areas (attach a copy of any documentation, e.g. Critical Areas Site Plan):

Not applicable.

- K. Historic Site Features (Other than Structures)

Not applicable.

EXHIBIT C SITE PLAN

