

Landowner Agreement

This Agreement, dated and effective beginning the 20th day of February, 2025, is made and entered into by and between the Landowner and Grantee identified herein. The parties intend that all terms of this Agreement shall remain in effect for a period of ten years from the date of project completion, and the agreement shall be binding on all successors in interest during this time. The date of project completion is the date of final payment to the project sponsor (here Grantee), as defined in Section E of the Salmon Project Agreement. It is the responsibility of the Grantee to inform the landowner of this date.

Landowner Name (Landowner): Snohomish County
Street Address: 6705 Puget Park Drive
City, State, Zip Code: Snohomish, WA 98296

Project Sponsor (Grantee):
Grantee Name: Adopt A Stream Foundation
Street Address: 600-128th St SE
City, State, Zip Code: Everett, WA 98208

Purpose of Landowner Agreement

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Grantee, who is undertaking a project (Project) and the Landowner, who owns the property on which the Project will take place.

The Grantee and Landowner mutually agree to participate in conducting the activities described below on lands owned by Landowner in WRIA 8 Watershed (Water Resource Inventory Area), Snohomish County, State of Washington, Tax Parcel No. 28053000302100. The activities also are described in, and in accordance with, the Recreation and Conservation Office (RCO)'s Grant Agreement No. 21-1472 North Creek Fish Barrier Correction Project at McCollum Park dated

07/01/2024, into which this agreement, once signed by both parties, becomes incorporated herein.

The Grantee Agrees to:

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by grantee in Attachment A (Include frequency and duration).

The Landowner Agrees to:

1. Provide reasonable property access to the Grantee to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.
2. Provide the Grantee and RCO, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least forty-eight hours before entry.
3. Not intentionally compromise the integrity of the project;
4. Inform Grantee of all known safety hazards on the property;
5. Identify the specific maintenance and/or monitoring activities that will be provided by Landowner in Attachment A (Include frequency and duration).

Landowner has no obligation to provide access to parties other than the Grantee or RCO, or their employees, agents, representatives, contractors, or assignees. For the purposes of viewing the Project for information or educational purposes, Landowner and Grantee must mutually agree before such third-party access is offered.

General Terms

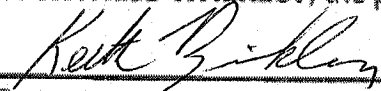
The Landowner shall notify the Grantee of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's written notification to the Grantee will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner agrees to continue the landowner's specific maintenance, monitoring, and reporting responsibilities as described in Attachment A (if applicable), and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner's monitoring, maintenance, and reporting responsibilities as described in Attachment A.

To comply with Executive Order 21-02, Archaeological and Cultural Resources, Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Grantees will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Grantee, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and RCO has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, or if successor Landowners do not agree to the terms of this Agreement, RCO reserves the right to seek remedy as described in the section titled "Restriction on Conservation of Real Property and/or Facilities to Other Uses" of the Grant Agreement and Washington Administrative Code 420-12-085, which requires the project sponsor to provide a new restoration site to serve as replacement.

This Agreement does not authorize the Grantee or RCO to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.



Grantee

6/17/25

Date



Landowner

6/11/25
Date

Snohomish County, a political subdivision of the State of Washington

By: Carl Jorgensen

Title: Property Officer

Provide a copy of this Agreement, and any amendments to this Agreement, to the RCO:
Washington State Recreation and Conservation Office, PO Box 40917 Olympia, WA 98504-0917

Attachment A: Project Description and Maintenance Responsibilities

1. Written description of the project-related activities that will occur on Landowner's Property (consistent with project cost elements) and the anticipated salmon or environmental quality benefits: (Include restoration/enhancement activities and any long-term maintenance needs and effectiveness monitoring activities that will occur in future years.)

The Adopt A Stream Foundation (AASF) will replace two fish barrier culverts (71-inch-wide and 48-inch-wide) with a 12' x 42' (assumed) pre-fabricated bridge over North Creek at McCollum Park in Snohomish County. The project site is located at 600-128th St SE, Everett, WA. This effort aims to correct salmon migration barrier ID 102N196, widen the floodplain, and enhance access to salmon spawning and rearing habitat.

North Creek, a 12.6-mile-long tributary of the Sammamish River, flows from Everett through Mill Creek and Bothell. Approximately 160 feet upstream, the Washington State Department of Transportation (WDOT) replaced a 71-inch-wide fish barrier culvert (ID 102N183) under SR 96 with a 23-foot-wide bridge during the summer of 2022. The cultural resource analysis conducted for the WDOT project is applicable to the AASF project. Additionally, WDOT will provide its hydraulic analysis, which suggests that if the two downstream culverts remain, they will become more significant barriers to fish migration.

A 2001 Washington Department of Fish and Wildlife (WDFW) survey identified 2.66 miles of potential fish habitat upstream of SR 96, including 2.47 miles in the main stem of North Creek and 0.19 miles in an unnamed tributary. The combined efforts of AASF and WDOT aim to restore salmon access to this habitat. Benefiting species include Chinook and Coho salmon, as well as resident cutthroat trout. Sockeye salmon are found downstream, and Steelhead have also been observed in the creek.

2. Describe the maintenance and monitoring responsibilities of both the Landowner and Grantee for the term of this agreement. Include the activities, frequency and duration of work to be performed.

The Adopt A Stream Foundation (AASF) will conduct annual site inspections for four years to monitor the project's success. AASF holds no additional monitoring or maintenance responsibilities.

The landowner will remain responsible for maintaining the road and stream crossing as they did prior to participating in the Brian Abbott Fish Barrier Removal Board (FBRB) program.

TEMPORARY CONSTRUCTION AND MONITORING EASEMENT

This Temporary Construction Easement ("Easement") is entered into this 11th day of JUNE, 2025, by and between Snohomish County, a political subdivision of the State of Washington ("GRANTOR"), and The Adopt-A-Stream Foundation, a Washington non-profit corporation ("GRANTEE").

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows (hereinafter "Property"):

Tax Parcel Number: 28053000302100

Legal Description: The east half of Government Lot 4, Section 30, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington; Less County Road.

WHEREAS, the Grantee is desirous of acquiring certain privileges across, over, and upon a portion of the Property for temporary access and for construction and monitoring as described in Section 1 below over the following described property (the "Premises"):

The north 225 feet of the west 300 feet of the east half of Government Lot 4, Section 30, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington; Less County Road.

SEE EXHIBIT "B" AREA MAP FOR APPROXIMATE LOCATION OF EASEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Right to Enter Property and Perform Work. Grantor, for and in consideration of funding removal of fish barrier culverts; and constructing a creek bridge over North Creek and located on McCollum Park; and monitoring post construction until the termination of this easement, hereby grants to Grantee, its agents, contractors, successors and assigns, a temporary, nonexclusive easement over and upon the Premises for the exclusive purpose of performing the following work:

Staging area adjacent to North Creek within McCollum Park in Snohomish County, removal of two existing culverts (71-inch-wide and 48-inch-wide) identified as fish barriers, replacement of identified culverts with a constructed 12' x 42' (assumed) prefabricated bridge, and maintenance of previously installed fish habitat structures downstream and within immediate proximity. As well as, access to monitor easement until June 30, 2027.

This effort aims to correct salmon migration barrier ID 102N196, widen the floodplain, and enhance access to salmon spawning and rearing habitat.

GRANTEE shall complete the work authorized by this Easement by June 30, 2027. GRANTEE shall work with diligence, speed, and due regard for the rights, interest, and convenience of the public. If, at the end of June 30, 2027, GRANTEE has not completed the work authorized by this Easement, then the rights conferred on GRANTEE will terminate, unless an extension of time is approved as provided herein.

Grantee may use the Premises for the purposes described in this Section 1 and for no other use or purpose without the Grantor's written consent, which may be granted or withheld in the Grantor's sole discretion. Grantee shall be responsible for all costs and expenses of construction. All work associated with the construction shall be performed in accordance with the standards of practice for the jurisdiction in which the work is to be performed.

2. Notice to County. GRANTEE shall contact Property Management with Snohomish County Facilities, by phoning (425) 388-3400, at least 24 hours prior to entering upon the Property.

3. Compliance with Easement Terms and Conditions. GRANTEE agrees to comply with all terms and conditions of this Easement. GRANTEE shall respect and protect all property, contracts, persons, and attendant rights that might be affected by the work authorized herein.

4. Indemnification and Hold Harmless. GRANTEE agrees:

a. As consideration for the rights granted hereunder, the Grantee agrees to indemnify, defend and hold harmless the Grantor from any and all claims for injuries or damages (including reasonable attorneys' fees) that may in any manner directly or indirectly arise out of the construction, repairs, maintenance, appurtenances constructed or placed on the Premises by GRANTEE or patrolling of the Property pursuant to this Easement or out of the operations of the Grantee pursuant to this Easement; provided, that the Grantee shall not be responsible to the Grantor for any injuries or damages suffered by any person or property caused by sole negligent acts or omissions of the Grantor, its officers, employees and/or agents.

b. Solely and expressly for purposes of its duties to indemnify and hold harmless the Grantor as set forth above, the Grantee specifically waives any immunity, as respects the Grantor only, it might have under the state industrial insurance law, RCW Title 51, in the event that a claim is made against the Grantor for an injury to any employee of the Grantee. THE GRANTEE ACKNOWLEDGES THAT THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

c. The provisions of this Section shall survive the expiration or termination of this Easement with respect to any event occurring prior to such expiration or termination.

d. Nothing contained in this section or Easement shall be construed to create a liability or a right of indemnification by any third party.

5. Insurance.

5.1. Insurance Requirements

a. **Insurance Required.** Grantee shall procure, and maintain for the duration of this Easement, insurance or self-insure against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Grantee, its agents, representatives, employees and/or contractors /subcontractors. The Grantee or contractor/subcontractor shall pay the costs of such insurance. The Grantee shall require each of its contractor/subcontractors to furnish to the Grantee separate certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of this Easement.

The Grantee is responsible for ensuring compliance with all the insurance requirements stated herein either by purchasing such insurance or by self-insuring. Failure by the Grantee, its agents, employees, officers, contractor/subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Easement.

Where applicable, each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior Grantor approval. If coverage is approved and purchased on a "claims made" basis, the Grantee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Easement termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies or self-insurance, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s), where applicable. Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Easement.

b. **Risk Assessment by Grantee.** By requiring such minimum insurance, the Grantor shall not be deemed or construed to have assessed the risks that may be applicable to the Grantee under this Easement, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Grantee. The Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

c. **Minimum Scope and limits of Insurance.** Coverage shall be at least as broad as and with limits not less than the following:

(i) **General Liability.** Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY** (or self-insurance): \$ 1,000,000 per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$ 2,000,000 aggregate limit.

(ii) **Automobile Liability.** Insurance Services Office form number (CA 00 01) **BUSINESS AUTO COVERAGE** (or self-insurance) symbol 1 for "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9 of \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.

(iii) **Workers' Compensation.** Workers' Compensation coverage (or self-insurance/Excess Workers Compensation), as required by the Industrial Insurance

Act of the State of Washington

(iv) **Stop Gap/Employers Liability (or self-insurance).** Coverage shall be at least as broad as the indemnification, protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy: \$1,000,000.

d. **Other Insurance Provisions.** The insurance policies required in this Easement are to contain, or be endorsed to contain, the following provisions:

(i) **All Liability Policies except Workers Compensation.**

(1) The County, its officers, officials, employees, and agents are to be covered as additional insured with respect to liability arising out of activities performed by or on behalf of the Grantee/contractor in connection with this Easement.

(2) To the extent of the Grantee's/contractor's negligence, the Grantee's/contractor's insurance coverage shall be primary insurance with respect to the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Grantee's insurance or benefit the Grantee in any way.

(3) The Grantee's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(ii) **All Policies.** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the Grantor. In the event of said cancellation or intent not to renew, the Grantee shall obtain and furnish to the Grantor evidence of replacement insurance policies meeting the requirements of this Section by the cancellation date. Failure to provide proof of insurance could result in suspension of the Easement.

e. **Acceptability of Insurers.** Unless otherwise approved by the Grantor, insurance is to be placed with insurers with a Bests' rating of no less than A VII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII. Any exception must be approved by the Grantor. If, at any time, the foregoing policies shall fail to meet the above requirements, the Grantee shall, upon notice to that effect from the Grantor, promptly obtain a new policy, and shall submit the same to the Grantor, with appropriate certificates and endorsements, for approval.

f. **Verification of Coverage.** The Grantee shall furnish the Grantor with a certificate of insurance and additional insured endorsement required by this Easement.

g. **Subcontractors.** The Grantee shall include all subcontractors as insured under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Grantee is relying on the insurance coverage provided by subcontractors as evidence of compliance with the insurance requirements of this

Easement, then such requirements and documentation shall be subject to all of the requirements stated herein.

5.2 In satisfaction of the insurance requirements set forth in this Section 5, Grantee may self-insure against such risks in such amounts as are consistent with good utility practice. Grantee shall provide the Grantor with reasonable written evidence that Grantee is maintaining such self-insurance.

6. No Interest in Property. GRANTEE agrees that GRANTEE does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the Property by virtue of this Easement or the work authorized by this Easement.

7. No Interference or Obstruction. GRANTEE agrees that it will not interfere or obstruct the GRANTOR'S use of the Property during the term of this Easement.

8. Nonexclusive Nature of Rights and Privileges. The rights and privileges granted under this Easement to GRANTEE are nonexclusive. This Easement does not prohibit GRANTOR from granting other Easements or rights of like nature to other public or private entities, nor shall it prevent GRANTOR from using any of its roads, streets, and real property for any and all public use or affect its jurisdiction over any part of them.

9. GRANTOR Revocation of Easement. This Easement may be revoked by GRANTOR, including by verbal notice effective immediately by contacting Keith Binkley at The Adopt-A-Stream Foundation at (425) 316-8592 at any time that GRANTOR determines that public health, public safety, the general welfare, or the interest of GRANTOR requires revocation. GRANTOR may revoke this Easement if GRANTEE violates any term or condition of this Permit by written notice in the mail to the following address:

The Adopt-a-Stream Foundation
600 128th Street SE
Everett, WA 98208
Attn: Keith Binkley

10. GRANTEE Termination of Easement. The GRANTEE may terminate the Easement by written notice to the Grantor at this address:

Snohomish County Property Management
3000 Rockefeller Avenue, M/S 404
Everett, WA 98201
Attn: Carl Jorgensen

11. Erosion. GRANTEE shall take all necessary measures and follow all applicable laws to prevent erosion and spills of any hazardous materials and noxious waste substances onto the Premises and to keep the Premises free from any debris and waste.

12. Hazardous Materials.

12.1 Compliance with Environmental Laws

In its use and occupancy of the Premises, Grantee shall at all times comply with all applicable Environmental Laws (as such term is defined below). As used in this Easement,

the term "Environmental Law" shall mean any federal, state or local law, ordinance, regulation, rule, order, guideline or policy relating to the environment, health and safety, hazardous or toxic materials, air and water quality, waste disposal and/or other environmental matters, including, but not limited to, the following: (i) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (ii) the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; (iii) the Safe Drinking Water Act, as amended, 42 U.S.C. § 300f et seq.; (iv) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 et seq.; (vi) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.; (vii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (viii) the Model Toxic Controls Act, RCW § 70.105D.010 et seq.; (ix) the rules, regulations and ordinances of the county or counties and any municipality in which the Property is located; and (x) the rules and/or regulations of the Environmental Protection Agency or any other Federal or State agency which regulates hazardous or toxic materials.

12.2 Definition of Hazardous Materials

As used in this Easement, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste regulated under any "Environmental Law," as such term is defined below, including, but not limited to, those substances, materials and wastes (i) listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101), (ii) categorized by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302), (iii) listed in the Washington Hazardous Waste Management Act (Ch. 70.105 RCW), or (iv) listed in the Model Toxics Control Act (Chs. 70.105D, 82.21 RCW).

12.3 No Use or Storage of Hazardous Materials

Grantee shall not use, store, dispose of or otherwise allow the release of any Hazardous Materials in, on, under, around or about the Premises or property adjacent to the Premises; provided, however, that Grantee may use and store small quantities of such Hazardous Materials as are commonly used in connection with the uses permitted under Section 5.1 above, so long as Grantee's use and storage of such Hazardous Materials at all times complies with all applicable Environmental Laws. Grantee represents and warrants to Grantor that Grantee's intended use of the Premises does not involve the use, storage, production, disposal or bringing on to the Premises any Hazardous Materials except to the extent set forth in the first sentence of this paragraph. Grantee shall promptly notify Grantor of the suspected or confirmed presence or release in violation of this Easement of any Hazardous Materials in, on, under, around or about the Premises.

12.4 Remediation

(a) Hazardous Materials Discovered During Easement Term

Should, during the Easement Term, the presence of Hazardous Materials in, on, under, around or about the Premises as a result of Grantee's acts or omissions be suspected or confirmed, Grantee shall, at its sole cost and expense, promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of such Hazardous Materials in, on, under, around or

about the Premises and/or any adjacent property. After notice to Grantee and a reasonable opportunity for Grantee to effect such compliance, Grantor may, but shall not be obligated to, enter upon the Premises and take such actions and incur such costs and expenses to effect such compliance as it deems advisable, and Grantee shall promptly thereafter reimburse Grantor for all such costs and expenses. However, Grantor shall not be obligated to first give Grantee notice and an opportunity to effect compliance if: (i) such a delay might result in material adverse harm to Grantor, the Premises or other portions of the Property; (ii) Grantee has already had actual knowledge of the situation and a reasonable opportunity to effect compliance, and/or (iii) Grantor reasonably believes that an emergency exists.

(b) Hazardous Materials Discovered After Easement Term

Should, after the expiration or earlier termination of the Easement Term, the presence of Hazardous Materials in, on, under, about or around the Premises as a result of Grantee's acts or omissions occurring during the Easement Term be suspected or confirmed, Grantee shall reimburse Grantor for the full amount of all costs and expenses incurred by Grantor relating to such Hazardous Materials, including, without limitation, all costs and expenses incurred to comply with applicable statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the investigation, remediation, treatment, disposal, storage, control, removal and/or cleanup of such Hazardous Materials.

12.5 Grantee's Indemnification of Grantor

Grantee agrees to indemnify, defend and hold harmless Grantor, its officers, officials, agents and employees, against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitation, attorneys' and other professional fees and disbursements) that may be imposed on, incurred or paid by, or asserted against Grantor or the Premises by reason of, or in connection with (i) any misrepresentation, breach of warranty or other default by Grantee under this Section 12, or (ii) the acts or omissions of Grantee or its officers, directors, agents, employees, contractors, licensees or invitees (collectively, the "Grantee Parties"), resulting in the release of any Hazardous Materials, regardless of when such release may be discovered.

12.6 Survival

The provisions of this Section 12 shall survive the expiration or earlier termination of this Easement.

13. Restoration and Repair.

a. In the event that any damage of any kind is caused by GRANTEE in the course of performing work authorized by this Easement, GRANTEE will repair the damage at its sole cost and expense on or before June 30, 2027, or earlier termination of this Easement. If the Property is not restored at the expiration or termination of this Easement, GRANTOR may complete the work and upon demand GRANTEE shall pay to the GRANTOR all reasonable and appropriate costs of such work, including materials and other expenses. GRANTEE agrees not to disturb any pre-existing critical areas on the Property except as authorized under applicable County and State law, including but not limited SCC

30.62A.510. Any disturbance of these areas by GRANTEE except as permitted by law will require GRANTEE to restore critical areas at GRANTEE'S sole cost and expense and upon final approval of GRANTOR.

b. GRANTOR may at any time do, order, or have done any and all work considered necessary to restore to a safe condition any real or personal property left by GRANTEE in a condition that appears dangerous to life or property and upon demand GRANTEE shall pay to the GRANTOR all reasonable and appropriate costs of such work, including materials and other expenses.

14. Assignment, Successors and Assigns. This Easement may not be assigned, sublet or possession thereof transferred voluntarily or involuntarily by the Grantee. All of the provisions of this Easement shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

15. Compliance with Laws. Grantee shall comply with all federal, state and local laws, rules, and regulations, executive orders, policies, guidelines, and requirements applicable to Grantee's use and occupation of the Easement, including but not limited to, payment of prevailing wages as provided for in chapter 39.12 RCW.

16. Non-Discrimination. Grantee shall not, in its use of the Easement, discriminate on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in County, State and Federal law.

17. Complete Agreement. This Easement represents the complete agreement of the parties regarding the matters described herein. There are no other verbal or written agreements regarding the rights and obligations set forth herein, except as contained in this Easement. This Easement may only be modified by a written document signed by the parties.

18. Severability. If any provision of this Easement is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Easement.

19. Governing Law and Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The venue for any action to enforce or interpret this Easement shall lie in the Superior Court of Washington for Snohomish County, Washington.

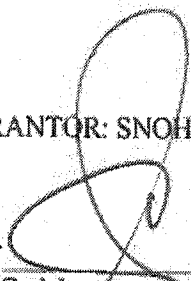
20. Authority. Each party signing this Easement if on behalf of an entity, represents that they have full authority to sign this Easement on behalf of such entity.

21. National Pollutant Discharge Elimination System (NPDES). The GRANTEE shall comply with the NPDES Compliance Procedure attached hereto and incorporated herein as Exhibit A.

22. Permitting Requirements. GRANTEE shall acquire all the necessary permits required to perform the work authorized under this Easement.

GRANTOR: SNOHOMISH COUNTY

BY


Carl Jorgensen

TITLE Property Officer

DATE

6/18/2025

Approval as to form:

Guadamud,
Rebecca

Digitally signed by
Guadamud, Rebecca
Date: 2025.05.20 13:57:52
-07'00'

Rebecca Guadamud
Deputy Prosecuting Attorney

GRANTEE: The Adopt-a-Stream
Foundation

BY



TITLE

CO-DIRECTOR

DATE

6/17/25

Approved by Risk Management

Barker, Sheila

Digitally signed by Barker,
Sheila
Date: 2025.05.20 13:04:09
-07'00'

Sheila Barker
County Risk Manager

EXHIBIT "A"

Title: NPDES Procedure – All Parties

Document Information

1. Procedure Type: Department	Governing Department: Parks
2. Procedure Owner:	Todd McNeal, NPDES Lead
3. Status: FINAL	Next Review: 09/01/2027
4. Regulatory Source(s): OTHER Permit	Other: Phase I Municipal Stormwater
5. Retention Schedule: 3 Year	Designation: Essential

PURPOSE: This Procedure outlines responsibilities of all parties under any contractual agreement with Snohomish County Parks & Recreation Division in regards to the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit held by Snohomish County

THIS PROCEDURE APPLIES TO: This Procedure applies to all parties (PART(Y/IES)) under contractual agreement with Snohomish County Division of Parks & Recreation (PARKS). Contractual agreements covered by this procedure include, but are not limited to, construction contracts, lease agreements, facility license agreements, right-of entry permits, special use permits and interlocal and interdepartmental agreements.

PROCEDURE:

AUTHORITY: A Phase I Municipal Stormwater Permit was issued to Snohomish County by Washington State Department of Ecology on July 1, 2024 as authorized by the State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington (RCW), and the Federal Water Pollution Control Act. The permit requires the County to establish procedures that will eliminate, reduce or minimize pollutant discharges to surface waters.

COMPLIANCE WITH OTHER LAWS: Compliance with this procedure does not constitute waivers of the requirements of any other law or regulation; nor does it indicate compliance with any other law or regulation. Compliance with all applicable federal, state, and local laws and regulations is required.

COUNTY ACCESS: County personnel shall have reasonable access to all Park property to conduct annual inspection and maintenance activities, perform audits of user activities, and respond as necessary to all spills or other emergencies.

SOURCE CONTROL: SCC Chapter 7.53 requires any person storing or using materials that may contain contaminants in a manner that could result in prohibited discharges to streams, lakes, groundwater or the County's storm sewer to implement source control BMPs. Source control BMPs include but are not limited to those described in Volume IV of the county Stormwater Management Manual. The PARTY shall be responsible for utilizing all known,

available, and reasonable methods of prevention, control and treatment (AKART) to prevent pollution from entering waters of the state, and for providing the proper training to all individuals engaged in such activities. The PARTY shall conduct all activities in a safe, responsible manner and

in accordance with all governing regulations or laws. Activities that have the potential for being pollution generating and are subject to this requirement include, but are not limited to the following:

- Application of fertilizers and pesticides
- Building exterior cleaning and maintenance
- Chemical handling
- Cleaning of animal handling areas
- Dust control
- Fueling of equipment and vehicles
- Land disturbance activities (soil erosion)
- Landscape maintenance and vegetation disposal
- Maintenance of equipment and vehicles
- Paving operations
- Trash and pet waste management
- Vehicle washing
- Snow and ice control
- Maintaining roadside areas, including street sweeping

SPILL RESPONSE, CONTAINMENT AND REPORTING REQUIREMENTS: PARTIES that engage in activities that pose a risk of polluting waters of the state must have a spill response plan that addresses prevention, spill control, containment, cleanup, and response. A copy must be made available to PARKS at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to PARKS by contacting the Parks NPDES Lead at (425) 309-6624 and to all appropriate agencies identified in the PARTIES Spill Response Plan.

REVISIONS TO PROCEDURE – This procedure shall be revised and updated as needed to adhere to Snohomish County Phase I Municipal Stormwater Permit revisions, or procedure modifications required by PARKS. All revisions shall be numbered and dated and provided to PARTIES.

RECORDS:

Records associated with this procedure include the authorizing contractual agreement to which this procedure will be attached, documents associated with any spill reporting and any reports that staff generate associated with.

DEFINITIONS:

Definitions applicable to this Procedure:

- "Contaminant" means a solid, liquid, or gaseous substance that, if discharged to a drainage facility, natural drainage system, receiving waters or groundwater, will alter the physical, chemical, or biological properties thereof to the extent that the discharge will render the facility, system, or water harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life. Contaminants may include, but are not limited to the following: trash or debris; construction materials; petroleum products including but not limited to oil, gasoline, grease, fuel oil or heating oil; antifreeze and other automotive products; metals in either particulate or dissolved form; flammable or explosive materials; radioactive material; batteries; acids, alkalis, or bases; paints, stains, resins, lacquers, or varnishes; degreasers and solvents; drain cleaners; pesticides, herbicides, or fertilizers; steam cleaning wastes; soaps, detergents, or ammonia; chlorine, bromine, or other disinfectants; heated water; animal wastes; sewage; animal carcasses; food wastes; bark, soils, sediment, rock and other fibrous materials; collected lawn clippings, leaves, or branches; dyes, except as allowed in SCC 7.53.090(11); and wastewater generated by commercial or industrial activities.
- "Discharge" means to throw, drain, release, dump, spill, empty, emit, or pour any matter into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to be thrown, drained, released, dumped, spilled, emptied, emitted or poured into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to flow, run, or seep from land into receiving waters, groundwater, a natural drainage system, or a drainage facility.
- "Drainage facility" means any part of a man-made physical system designed or constructed to collect, treat convey, store, or control the flow of stormwater. Drainage facilities include, but are not limited to, storm water conveyance and containment facilities, including pipelines, constructed channels and ditches, infiltration facilities, retention and detention facilities, stormwater treatment facilities, erosion and sedimentation control facilities, and all other drainage structures and appurtenances.
- "Prohibited Discharges" means the following discharges to any drainage facility, natural drainage system, receiving water, or groundwater within Snohomish County except as allowed in SCC 7.53.090 or conditionally allowed in SCC 7.53.095: (1) Any discharge not completely composed of stormwater; (2) Any discharge that causes or contributes to a violation of State Water Quality Standards or State Sediment Management Standards; (3) Any discharge that causes or contributes to a violation of any NPDES permit or State Waste Discharge permit issued to the county; (4) Any discharge that causes the county to be in violation of the State Underground Injection Control Program (Chapter 173-218 WAC); and (5) Any discharge that contains contaminants.

- "Source control best management practices" or "source control BMPs" means structures, equipment, supplies, or operations that are intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants.
- "Waters of the state" includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses including storm drainage systems and ditches within the jurisdiction of the state of Washington.

ACRONYMS:

BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
Ecology or DOE	Washington State Department of Ecology
IVM	Integrated Vegetation Management
NPDES	National Pollutant Discharge Elimination System
SCC	Snohomish County Code
SWM	Surface Water Management
SWPPP	Stormwater Pollution Prevention Plan

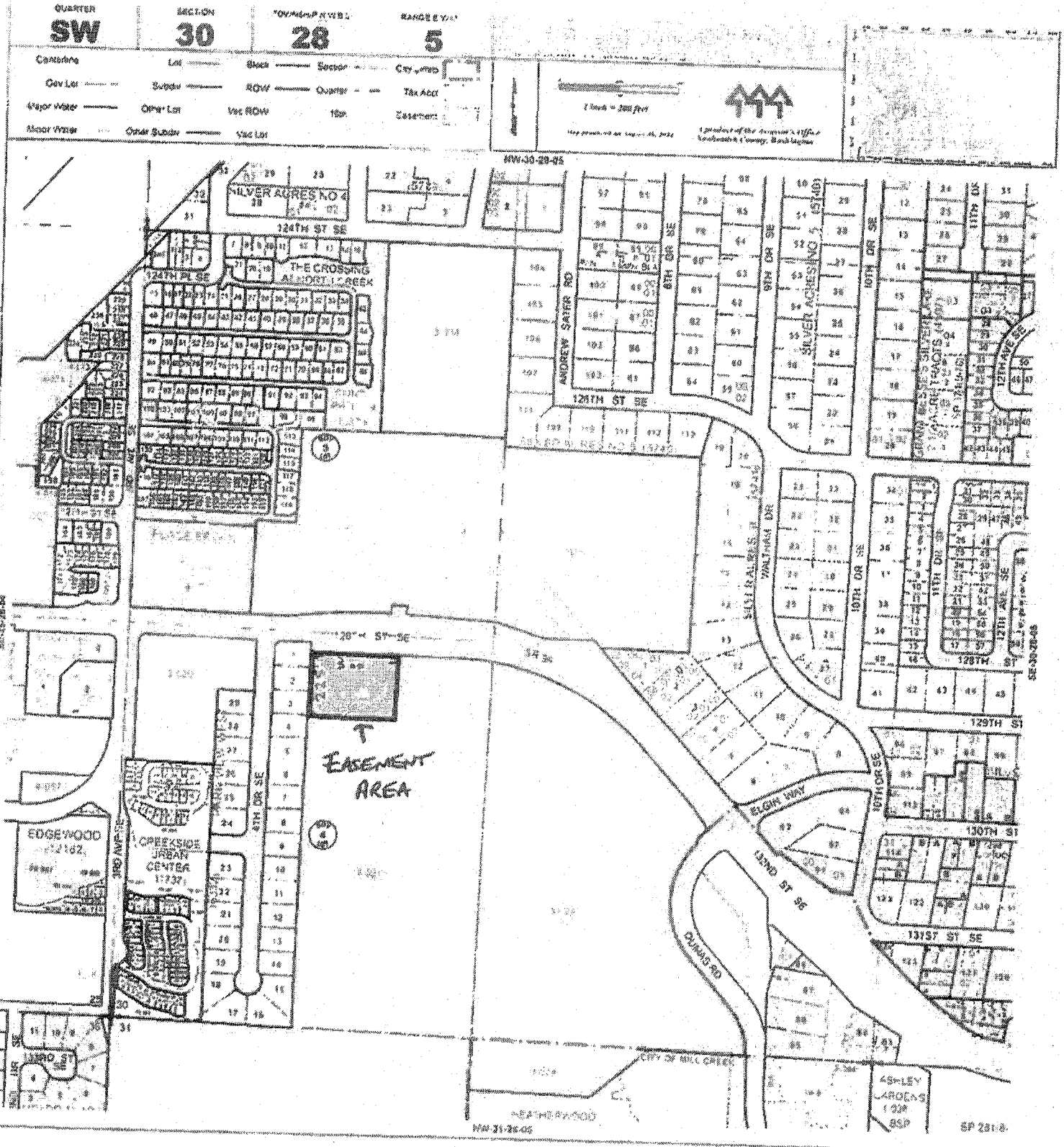
REVISION TABLE

Date	Description of changes
April 2024	Transferred to County template. Previously identified as 011b NPDES Procedure – All Parties.
Sept. 2024	Updated to reflect new permit, issued July 1, 2024

APPROVAL TABLE (highlighted area must always approve)

Role/Title	Approve	Notification of Change
Parks Division Director	X	
Parks Division Manager – Short Range	X	
Parks NPDES Lead	X	
DCNR Contract Specialist		X
Real Property Administrator		X
Operations Supervisor		X
Property Officer		X

Exhibit "B"



SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 25-248

AUTHORIZING THE PROPERTY OFFICER OF THE DEPARTMENT OF PROPERTY MANAGEMENT OF THE FACILITIES AND FLEET DIVISION TO SIGN TEMPORARY CONSTRUCTION AND MONITORING EASEMENT AND LANDOWNER AGREEMENT IN CONNECTION WITH FISH ENHANCEMENT PROJECT WITH ADOPT-A-STREAM FOUNDATION

WHEREAS, in Snohomish County owns property known as McCollum Park (the "Park") which is adjacent to a fish bearing stream called North Creek (the "Stream"); and

WHEREAS, Snohomish County has been made aware that the Stream needs to be slowed during the winter months to improve salmon habitat and reduce erosion and to help preserve water flow through the Stream during the summer months; and

WHEREAS, the Adopt-A-Stream Foundation ("the AASF") has been awarded a grant to install channel spanning logjams and/or beaver dam analogs in North Creek to accomplish fixing the concerns previously mentioned; and

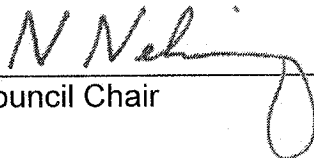
WHEREAS, for AASF to complete the Stream work they need a temporary construction easement from Snohomish County over a portion of McCollum Park;

NOW, THEREFORE, ON MOTION,

The Snohomish County Council hereby finds it is in the public interest to provide Adopt-A-Stream-Foundation a temporary construction easement to accomplish the fish enhancement project and authorizes the Property Officer of the Department of Facilities and Fleet, Property Management Division, to sign the temporary construction and monitoring easement and landowner agreement initiating the project on behalf of Snohomish County.

PASSED this 11th day of June, 2025.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington



Council Chair

ATTEST:



Deputy Clerk of the Council