

# SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

## APPLICATION FOR CONSERVATION FUTURES FUNDS

**PROJECT NAME: LAKE SERENE PHASE 2**

**PROJECT SPONSOR: FORTERRA NW**

**APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF22-03**

### 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.

No.	Type of Document Attached	Check if Included
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	Map 1: Aerial Map	X
7	Map 2: Land Ownership and Recreation Map	X
8	Map 3: 3D Aerial Map	X
9	Photo	X

## **SECTION I – APPLICANT INFORMATION**

**1. PROJECT TITLE:** Lake Serene Phase 2

**2. AMOUNT REQUESTED (from Cost Worksheet)** \$354,000

**3. PROJECT SPONSOR:** Forterra NW

Address: PO Box 4189, Seattle, WA 98194

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

Private/Non-Profit Agency\*:  X

\*Eligible per [RCW 84.34.250](#)

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

Name: Michael Storace

Title: Project manager

Address: PO Box 4189, Seattle, WA 98194

Phone: 206-905-6904

Email Address: mstorace@forterra.org

## **SECTION II – PROJECT INFORMATION**

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

Address: Mt. Index River Road

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Section: 30 and 31 Township: 27 North Range: 10 East

Assessor Tax Account Number(s): 27103000400600, 10030000000200, 27103000300200

Property Legal Description (full legal if available):

Those certain properties listed as tax numbers: 302710-4-006-0007; 302710-3-002-0003; 001003-0-002-003; and more fully described as the following patented mining claims in the Index Mining District, Survey No. 883 and situated in Sections 30 and 31, Township 27 North, Range 10 East of the Willamette Meridian, VIX:

Crown Jewel, Pride of Index, Mystery, Copper Queen, and 16 to 1;

Lot 9, described as beginning at the Quarter corner between the Southeast and Southwest Quarters, on the South section line of Section 30, Township 27 North, Range 10 East;

Thence North along Western boundary of Southeast Quarter 1000 feet;

Thence East 435 feet;

Thence South 1000 feet to section line;

Thence West along Southeast Quarter of Section 30, Township 27 North, Range 10 East;

Lot 7, less patented mining claim therein, Section 30, Township 27 North, Range 10 East, situated in Snohomish County, State of Washington

**2. EXISTING CONDITIONS:**

Number of Parcels: 3 Total Acres: 102.05  
Addition to Existing Site: YES  NO If yes, which site: Lake Serene  
Current Zoning: Forestry  
List Existing Structures/Facilities: None  
Current Use: Undeveloped  
Waterfront? (name of body of water): None  
Shoreline? (lineal ft.): None  
Owner of Tidelands/Shoreline (State or private): N/A

**3. CURRENT OWNERSHIP:**

Current Owner(s): Olympic Eagle Company: Christina Nyhus  
Is the property owner a willing seller? YES\*  NO \_\_\_  
Summary of Property Encumbrances Identified in Preliminary Title Report\*\*:

There is a complex history of divided ownership in the property that the Title Commitment indicates has been resolved. Mineral rights have been severed from the western parcel and potentially the eastern smaller. The large parcel retains the mineral rights.

\*Include an owner signed "willing seller" letter or real estate listing and attach with application.  
\*\*Attach Preliminary Title Report

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

**4. TYPE OF INTEREST:**

Please describe the type of interest contemplated for the acquisition process:  
Warranty Deed  \*Easement \_\_\_ \*\*Other \_\_\_

\*Please note that acquired easements must comply with the intent of the Conservation Futures Program and the text must be preapproved by Snohomish County staff listed within the Staff Contact Section if alternate language is proposed.

\*\*If 'Other,' please explain:

**5. PROJECT/SITE DESCRIPTION:**

*Please provide a summary paragraph describing the proposed project and how the site will be used. The paragraph should describe the intent of the acquisition and, as appropriate, significant or unique site characteristics, significant or unique site history, relationships to other properties and/or any other unique or special considerations associated with the proposal. Attach graphics illustrating the project including, at a minimum, an aerial photograph (indicating property boundaries) and vicinity map for the property. If the proposed acquisition adds to an existing site, please show the relationship to existing site.*

The goal of the Lake Serene Phase 2 acquisition is to acquire and protect 102.05 acres of private forested land along the north ridgeline of the iconic Mt. Index, referred herein as “Mt Index North.” The property represents a critical private inholding adjacent to public and private conservation lands. The property provides an important natural area linkage to the Mount Baker-Snoqualmie National Forest, which borders it to the northeast, east west, and south. The priority property lies directly south and to the existing Lake Serene Property, which is owned and managed by Forterra, which was funded with previous support the Snohomish County Conservation Futures Program. Conservation of the Mt. Index North property represents a critical Second Phase that builds upon the Phase 1 Lake Serene conservation success.

The Mt. Index North property contains ecologically significant mature lowland and mid-elevation forest habitat and scenic viewsheds. The property consists primarily of second-growth forest contains low to mid-elevation forest resources ranging from 1,200 to 2,800 feet in elevation, and it consists of a variety of conifer species.

The property sits just south of Highway 2, which is a National Scenic Byway, and is within the Stevens Pass Greenway. The property sits on the northern slopes of Mt. Index and is directly adjacent to the trail to Lake Serene and Bridal Veil Falls (#1068). The property can be seen from the Town of Index, including the Index Town Wall recreation area, as well as from the numerous residents and visitors to the Upper Skykomish Basin. The Lake Serene Trail represents one of the most popular trails in the Puget Sound region. It can experience hundreds of hikers on any given weekend day, and typically receives 45,000 annual users.

The property lies along portions of the northern ridgeline of Mt. Index, which is an iconic and unique geologic landform. Conservation of the Mt. Index property will protect this scenic and aesthetic resource, which is highly visible from State Highway 2, Town of Index, and Heybrook Ridge.

The acquisition of the Mt Index North property will add to the continuity of the National Forest, providing habitat connectivity within the National Forest, as well as maintaining the recreational access. This acquisition falls squarely within the purpose of the Conservation Futures program by protecting, preserving and maintaining the property for public use and enjoyment.

Additionally, the property features a willing landowner who has worked with Forterra towards a conservation solution, and Forterra has fostered this relationship with the landowner for several years. The landowner has agreed verbally to an option agreement, which Forterra is in the process of finalizing and executing. This ensures a high level of success for the project. The Mt. Index North property presents a unique opportunity to conserve and protect the critical forest resources, timberlands, open space, wildlife habitat, and scenic resources exhibited on the Mt. Index North property.

The anticipated conservation of the project will feature a unique conservation opportunity between public and private partners. Forterra has facilitated ongoing conversations with the United States Forest Service, who considers the property to be a priority for conservation and inclusion within the Mt. Baker-Snoqualmie National Forest. However, due to longstanding USFS policy, they are not willing to accept properties with severed mineral rights. USFS is currently

exploring the mineral potential of two parcels with severed mineral rights (Western Parcel and potentially the Eastern Parcel) to provide clarity on the status of the mineral rights. USFS has formally indicated its intention to acquire the Main Parcel and the Eastern Parcel, if that retained the mineral rights. Forterra is willing to acquire, conserve, and manage the additional parcels, one of which is directly adjacent to the main Lake Serene property acquired with Conservation Futures in 2018, and the second parcel is adjacent to the Lake Serene Trail below Bridal Veil Falls. Conservation Futures funding would only be applied to the parcels retained by Forterra.

## **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 intends to acquire and manage the property funded by Conservation Futures for conservation and recreation purposes. Since its founding in 1994, Forterra NW has a long history and extensive experience successfully stewarding important conservation properties. Currently, Forterra owns and manages 15,000 acres of conservation land in twelve Washington counties, of which over 7,300 acres are conservation easements. Forterra will develop a site-specific management plan for the Mt. Index North property, which it does for its other conservation properties, to protect and maximize its conservation values. Forterra follows Land Trust Alliance Standards and Practices and is currently in the process of seeking formal Land Trust accreditation. Forterra currently owns the adjacent Lake Serene property. Management of the Mt Index North property will be included in Forterra's existing management responsibilities.

Forterra stewards and monitors all its conservation easement properties in perpetuity. Forterra has a dedicated Lands manager who oversees the stewardship and management of all Forterra fee-owned properties and conservation easements. Once acquired, the Mt. Index North property will be added to Forterra's Lands Portfolio and monitored on an annual basis. Forterra has a Land Stewardship Endowment to help pay for costs associated with land management.

## **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 has undergone a thorough internal analysis to determine the anticipated property value. This analysis included comparable sales, other timber appraisals that were completed on behalf of Forterra in the region, and value considerations from the adjacent Lake Serene property. 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.

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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	\$300,000	
Improvements		
PROPERTY COSTS SUBTOTAL:	\$300,000	
<b>Reimbursable Incidental Costs (as appropriate)</b>		
Applicable taxes	\$4,000	
Appraisal review	\$5,000	
Appraisal(s)	\$20,000	
Baseline inventory	N/A	
Boundary survey	N/A	
Closing (escrow/recording fees)	\$3,000	
Cultural resources study	N/A	
Demolition	N/A	
Fencing	N/A	
Hazardous subsidence report	N/A	
Noxious weed control	N/A	
Other (Specify): <b>Staff Time</b>	\$18,000	
Signage	\$1,000	
Title reports/insurance	\$3,000	
Wetland delineation	N/A	
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$54,000	
<b>TOTAL PROJECT COST (Property and Incidental):</b>	<b>\$ 354,000</b>	
<b>MATCH (cash and/or donation) – deduct from total project cost*</b>	<b>[ \$100,000 ]</b>	Forterra will likely apply its own cash to the Main Parcel of Mt. Index North (and possibly the Eastern Parcel), and transfer to the FS with LWCF funds.
<b>TOTAL CONSERVATION FUTURES FUNDING REQUEST:</b>	<b>\$ 254,000</b>	CF funds will be applied to Western Parcel (and possibly the Eastern Parcel if it has severed mineral rights)
<b>% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**</b>	<b>72%</b>	

**\*Matching funds** are not a requirement; however, additional consideration may be awarded during the evaluation process for projects with matching funds. Please attach documentation describing provided match, including type and source.

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



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

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

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

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

The conservation of the 102.05-acre Lake Serene Phase 2 property will protect high quality forestland, open space, and scenic resources in the Upper Skykomish Basin. The property consists primarily of mature second-growth forestland of ecological importance. Permanent protection of the property as open space will minimize human generated impacts to these important natural resources. The property is surrounded by the Mount Baker-Snoqualmie National Forest, which provides habitat and migration corridors for a variety of mammals, including black bear, coyote, cougar, foxes, and long-tailed weasel. According to the Washington Department of Fish and Wildlife, the property lies within close proximity to areas that provide Mountain Goat habitat. The property provides direct habitat to Golden eagle and Northern Spotted Owl.

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

The Upper Skykomish Basin faces considerable threat from logging, subdivision, and development, and this property faces considerable threat from non-compatible uses. Many of the privately owned lands around the property near Highway 2, especially to the east, have been developed for residential purposes, with multiple parcels having been subdivided into much smaller lots. The Mt. Index North property is currently zoned Forestry. Due to its composition of three separate parcels, the property would conceptually allow for three private residences to be built. Additionally, the property faces threat from logging due to the significant forest resources present there.

The current landowner, Christina Nyhus, has retained the property in her family for decades. She, along with her current partner, have indicated their interest in gaining liquidity for the property to seek appropriate monetary compensation for their land holdings. They have communicated their intention to maximize that value to the extent possible; however they have indicated that they have previously turned down an offer on the property to fulfill their motivation to conserve it. Prior conversations have included consideration of recreational development and interest in timber harvesting. Development or logging would severely degrade this critical ecological, scenic, and recreational resource.

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

The property is surrounded by Mt. Baker-Snoqualmie National Forest, and it is in excellent condition with a completely intact forest comprised primarily of second-growth trees. This provides excellent natural area linkages to the National Forest, maintaining habitat connectivity for fish and wildlife, and would supplement habitat conservation management on adjacent national forestlands, as described in their Resource Management Plan.

The proposed property is directly adjacent to the Lake Serene Property, which contains the immensely popular Lake Serene and Bridal Veil Falls trail. This acquisition provides forestland buffer to this critical trail, and protects the scenic and aesthetic resources of Mt Index for the benefit of recreational trail users.

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

The conservation of the Mt. Index North property represents the second phase of Forterra's efforts to protect Lake Serene and the Bridal Veil Falls natural area. Forterra successfully completed Phase 1 of the conservation efforts in September 2018 in which it conserved 200 acres of forestland that ensured the perpetual protection of this important forest and recreational block. Snohomish County Conservation Futures previously supported the Phase 1 acquisition.

Forterra has successfully completed additional recent conservation acquisitions in the Upper Skykomish Basin, including Maloney Creek and Windy Ridge to protect wildlife habitat and create natural area linkages with Mount Baker-Snoqualmie National Forest. Conservation of the Mt. Index North property will continue those conservation efforts.

The 2018 Regional Open Space Conservation Plan by the Puget Sound Regional Council includes a recommendation to "protect remaining key habitat areas" and identifies "inholdings and other areas that would complete a larger set of fee-owned protected open spaces" as a priority area. This project would support the recommendation of this Plan.

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

Forterra has worked to advance conservation opportunities in the Upper Skykomish Basin for decades, and this project continues those efforts. As mentioned in Criteria #4, Forterra recently completed conservation acquisitions for the Maloney Creek and Windy Ridge properties. This project directly builds upon the prior conservation success of the Lake Serene project.

The Mt. Index North acquisition also complements ongoing salmon habitat conservation efforts. The South Fork Skykomish River is home to Chinook salmon, steelhead and bull trout, listed as threatened under the Endangered Species Act. The U.S. Fish and Wildlife Service has designated the South Fork as critical foraging, migration and overwintering habitat for bull trout populations. It is estimated that up to 25% of the entire Skykomish River Chinook population comes from South

Fork. As part of its Habitat Restoration Strategy, the Chinook Salmon Recovery Plan (2005) lists habitat enhancement and the protection of existing riparian corridors via fee simple or conservation easement acquisition as vital to salmon protection and recovery efforts in the watershed (p. 92).

The Snohomish River Basin Salmon Conservation Plan (Salmon Plan) identifies the South Fork Skykomish as part of the “mainstem primary restoration” sub-basin, one of the highest priority areas in WRIA 7, with the Mt. Index North property falling within the “mainstem secondary restoration” sub-basin, due to the unnamed streams that run through the property providing “off-channel Chinook salmon spawning and rearing areas, as well as spawning and rearing habitat for other salmon and presumed foraging habitat for bull trout” (p. 11-50).

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

Acquisition of the Mt. Index North property provides regional and community-wide significance due to its connection with the outdoor recreational community. The Lake Serene and Bridal Veil Falls Trail is a beloved recreational trail that provides significant regional benefits for both residents and visitors to the region. The trail draws hikers from all over the region, who contribute to economic development of the local communities like Index, Skykomish, and other Towns along Highway 2.

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

Per SCC Chapter 4.14, the County established the Conservation Futures funding program in order to enable the acquisition of interests or rights in real property for the preservation of open space, farm and agricultural land, and timber land for public use and enjoyment. The proposed acquisition would preserve 102 acres of ecologically important open space in the form of mature lowland second-growth forest and understory along and would protect important area surrounding one of the most popular hiking trails in the Puget Sound region, the Lake Serene and Bridal Veil Falls trail. Acquisition meets the purpose of the Conservation Futures program by protecting and preserving this critical open space property and maintaining the benefits for public use and enjoyment.

The proposed property acquisition serves several open space policies and needs identified in the 2015 Snohomish County Parks and Recreation Visioning Plan (the “Visioning Plan”). The Visioning Plan calls for focusing efforts on expanding and improving recreational opportunities in Recreation Areas (p. iii), one of those areas being the Sky Valley Recreation Corridor, which stretches from the City of Snohomish up Highway 2 to the County border. The Mt. Index North property falls within the Sky Valley Recreation Corridor. The category of “trails” also ranked highest in the County’s public survey, which asked where people felt the Parks Department should focus its resources (p. 14). The Visioning Plan also lists “key take home points” from the public input process, including multiple points which align with the proposed acquisition, such as the fact that trails are “extremely popular” (p. 17). Another priority expressed by the public was maximizing the use of existing sites. The project would maximize the use of an already established, incredibly popular trail to a scenic waterfall and alpine lake.

The Mt. Index North property acquisition also falls within the Snohomish County Growth Management Act requirement to retain open space, enhance recreational opportunities, and conserve fish and wildlife habitat. This proposed acquisition would also maintain access to natural resource land and water. In addition, the Snohomish County Park and Recreation Element document (“Recreation Element”) describes the Sky Valley Recreation Corridor as having “enormous potential to draw visitors from the Seattle area as it is within easy access by car and offers significant opportunities for hiking...” (p. 38). The Recreation Element goes on to say that “incorporating recreation into this area fits into the goals of open space designated areas and capitalizes on the scenic benefits present in this area” (p. 38-39). Acquisition of the Lake Serene Trail property falls under Procedural Needs PRO.8., the goal of which is to “Develop Recreation Area Plans for the five identified Recreation Areas and improve recreation opportunities within those areas based on individual plan recommendations, as appropriate” (p. 56). If the Mt. Index North property is logged and/or sold for development, that would run counter to the procedural need for improving recreation opportunities.

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

Acquisition of the Mt. Index North property directly benefits the Town of Index, Snohomish County, and the U.S. Forest Service. It also provides direct benefits to the recreational users for this incredibly popular trail. The project also supports conservation and recreation efforts throughout the Skykomish Valley.

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

The Mt. Index North property lies directly adjacent to the Lake Serene and Bridal Veil Falls recreational area, which remains one of the most popular passive recreational trails in the State of Washington. The trail runs directly to the north of the property, which sees upward of 45,000 annual users, and it provides public use and enjoyment for numerous people. Protection of this property will protect the iconic ridgeline of Mt. Index and will secure the critical scenic and aesthetic resources enjoyed by many who utilize the trail, as well as those in the surrounding Skykomish Valley.

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

The conservation of the Mt. Index North property provides a unique opportunity to protect a longstanding conservation priority in the Upper Skykomish Basin. It provides a unique public and private conservation partnership opportunity between Forterra, the United States Forest Service, and Snohomish County to protect this critical open space resource. Forterra has worked with the current landowner for several years towards finding a conservation solution for the property. However, without sufficient funding to acquire the property, we have thus far been unable to purchase it from the private landowners. They have remained patient thus far with their intention to conserve the property but are ready to derive some monetary value from it. However, after careful negotiation, the landowner has agreed to an option agreement with their agreement to sell the property to Forterra. This provides a critical opportunity to acquire and conserve the property in perpetuity with support from Snohomish County Conservation Futures.

Other Criteria:

*For each question, please respond yes or no and provide supporting information.*

A. Does the project comprise an entire project?

YES X

NO \_\_\_

B. Does the project site involve contributions from groups or agencies that will reduce the need to utilize Conservation Futures Program funds? Response should reflect entries in Cost Worksheet.

YES X

NO \_\_\_

The conservation of the project will feature a unique public-private partnership between Forterra and the USFS. The details of the final ownership strategy are ongoing, however, USFS will seek to acquire one or multiple parcels within the Property. Forterra will contribute cash to match the Conservation Futures Program application for the value of the main parcel, with the intention that the USFS will utilize LWCF funding to acquire it at a later point. Forterra is willing to acquire, conserve, and manage the smaller parcels, of which this grant application seeks funding to support.

Forterra is working with the USFS to finalize its acquisition strategy. Forterra is applying to Conservation Futures for two parcels. USFS has indicated its intention to acquire the main parcel. USFS will provide the match funding contribution. We are in the process of engaging an appraiser to value the property, with separate values for each of the three parcels to determine their individual value to appropriately attribute the CF funding.

C. Is the project sponsor prepared to provide long-term stewardship for the proposed project? Response should reiterate narrative provided under question 6 of Section II.

YES X

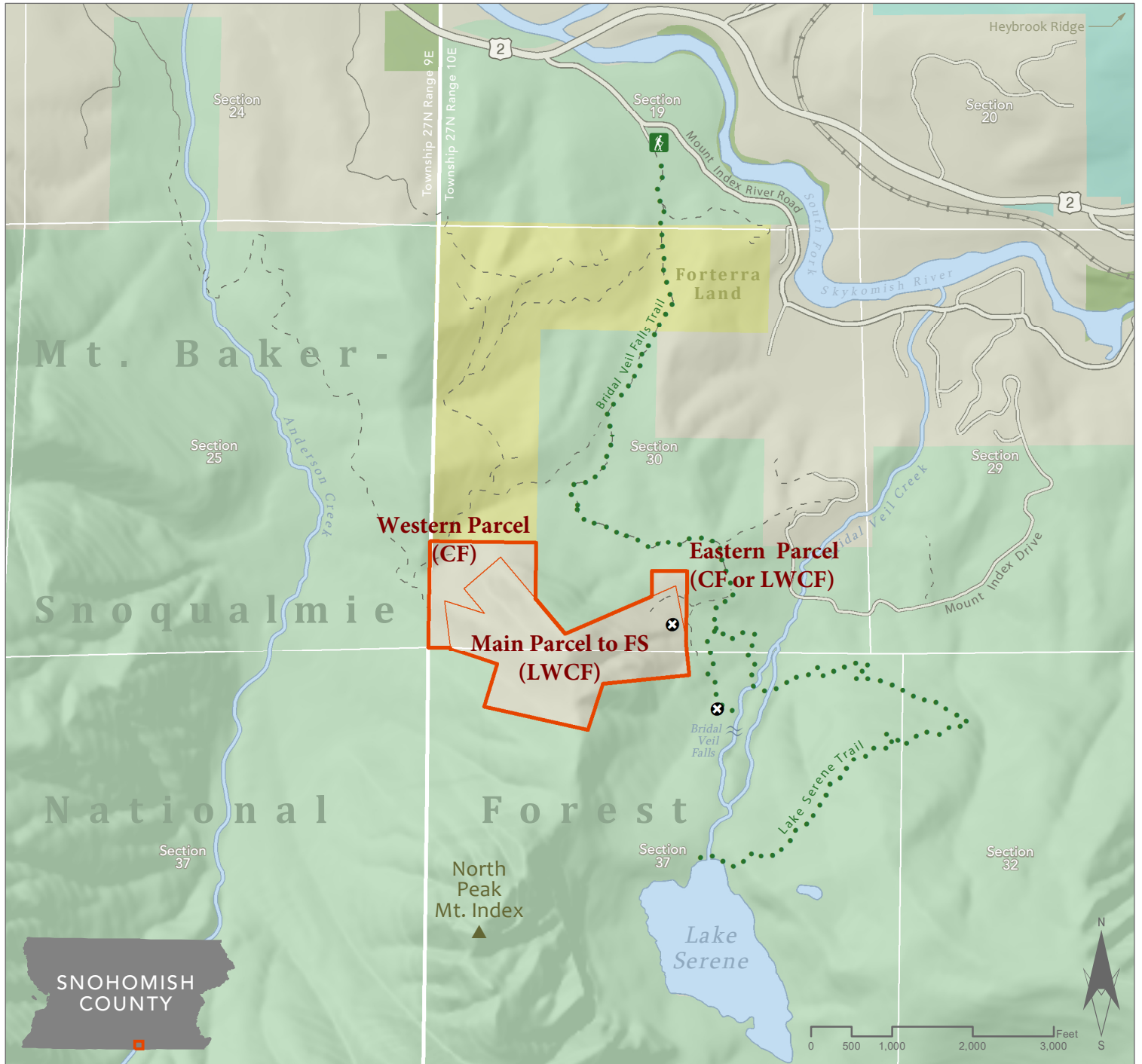
NO \_\_\_

Yes, Forterra is prepared to provide long-term stewardship funding, and will utilize its Stewardship Fund to support those efforts.

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.

# MT INDEX NORTH

## Land Ownership and Recreation



### Conservation Target

- Property Boundary
- Tax Parcel Boundary

### Mining Infrastructure

- Shaft or Tunnel Opening

### Transportation

- Highway
- Other Public Road
- Active Forest Road
- Abandoned Forest Road
- Railroad

### Recreation

- Public Trail

### Hydrography

- River or Creek
- Small Stream
- Lake or Pond

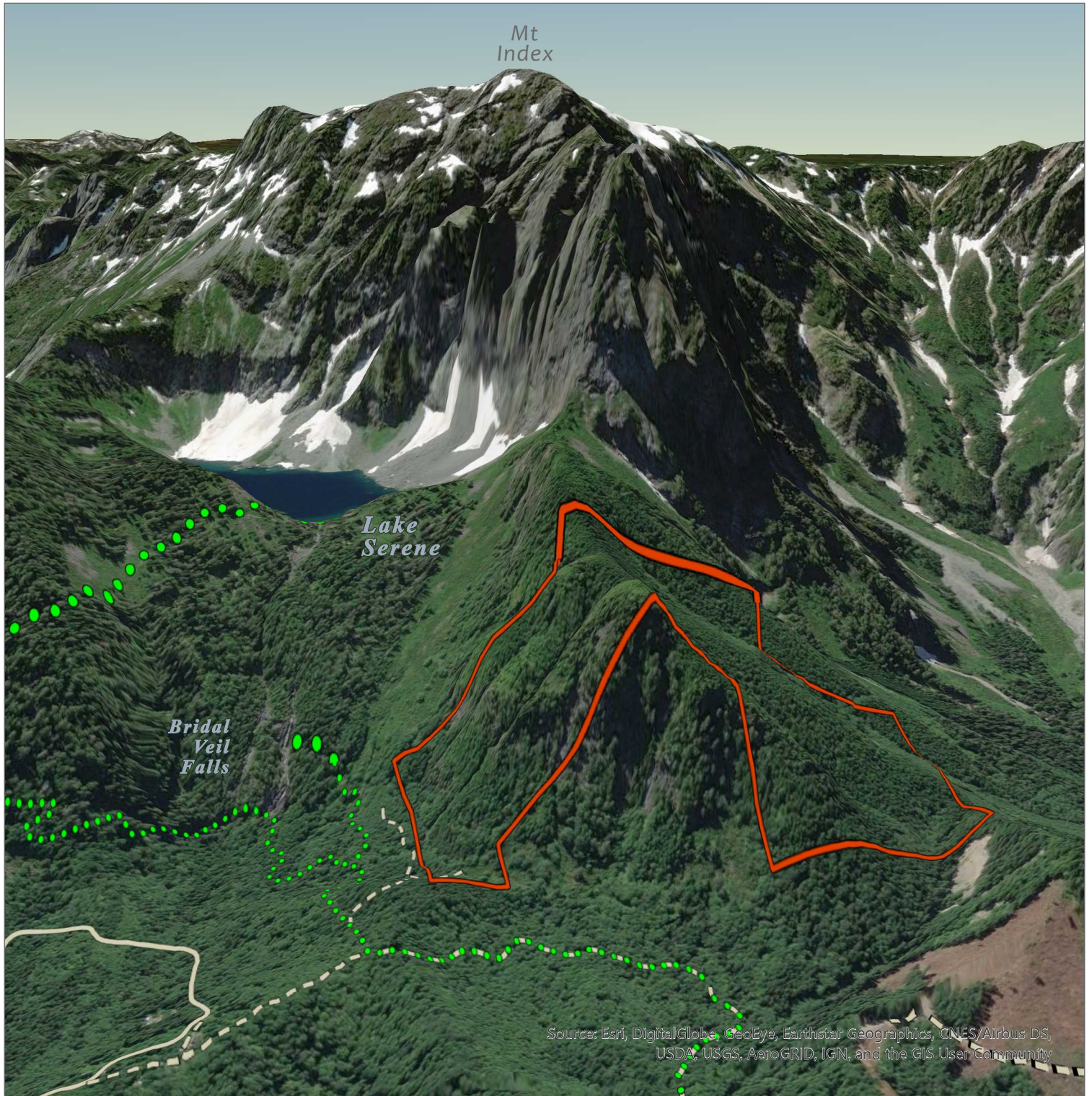
### Conservation or Recreation Land

- Mt. Baker-Snoqualmie National Forest
- State Conservation Area  
State Park, Wildlife Area, NRCA or NAP
- County or Municipal Land
- Forterra Land

Map date: May 26, 2020

# MT. INDEX NORTH

Bird's Eye View Looking Southwest



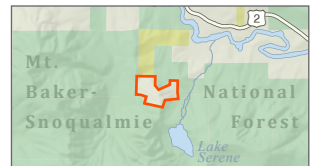
## Main Map Legend

- Target Property Boundary
- Trail Route
- Public Road
- Abandoned Forest Road

Map Date:  
May 27, 2020

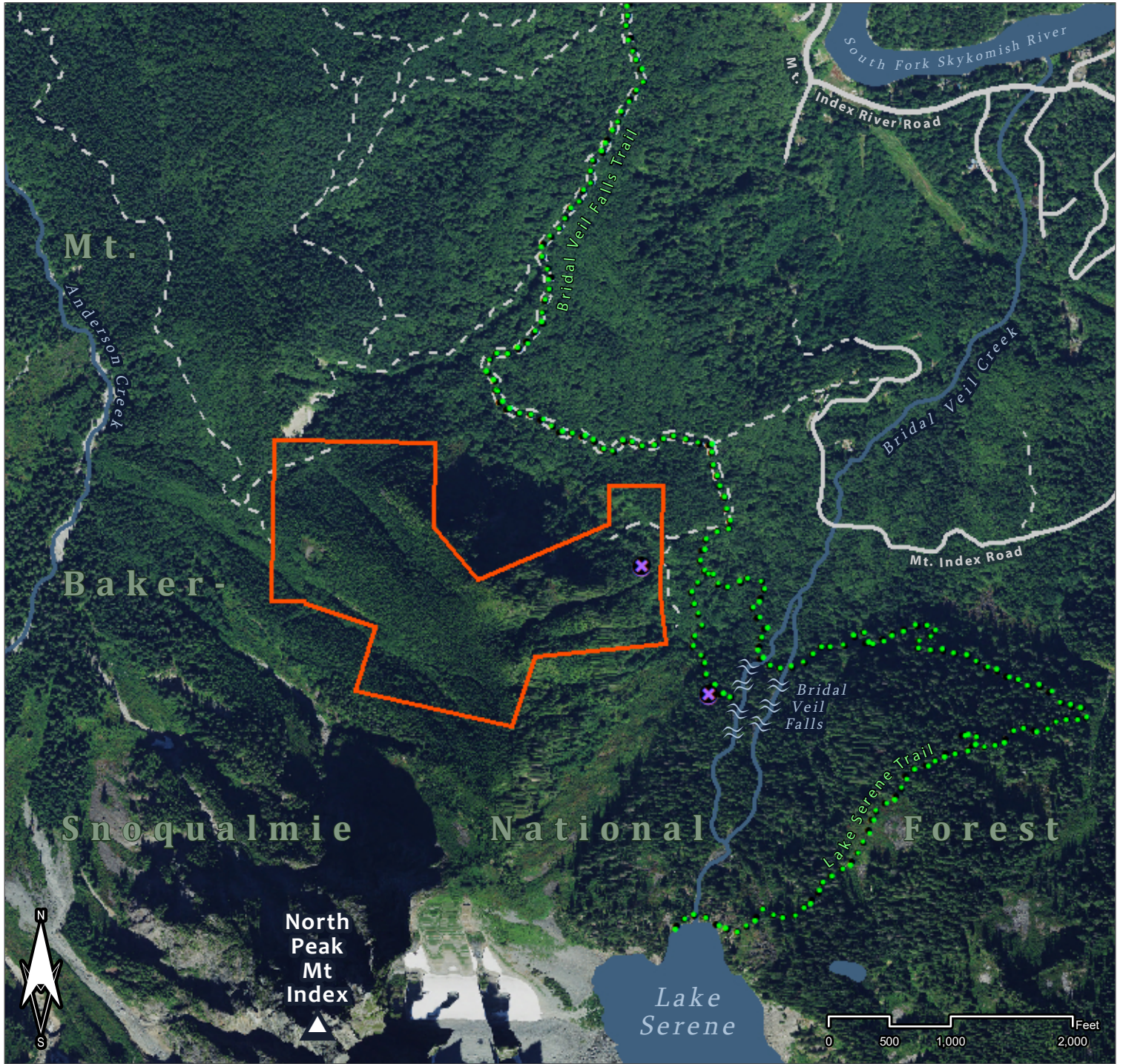
## Inset Map Legend

- Target Property Boundary
- US Highway
- National Forest Land
- Forterra Land



# MT INDEX NORTH

Access and Natural Features



### Conservation Target

Property Boundary

### Mining Infrastructure

Shaft or Tunnel Opening

### Aerial Imagery

2017 USDA NAIP Aerial Photograph

### Transportation

Public Road

Abandoned Forest Road

### Recreation

Public Trail



Map date: May 26, 2020





June 15, 2022

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

**Re: Forterra Application for Funding for Mt. Index North  
Acquisition**

Dear Board Members:

I am writing in support of Forterra's application for funding to support the acquisition and conservation of a critical property Snohomish County.

My family has owned the Mt. Index North property since 1972 and it provides critical conservation values, including wildlife habitat, mature forest resources, and scenic vistas. I am eager to sell these 102 acres so that they may be conserved in perpetuity as open space to protect their ecological benefits. 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,



Christina Nyhus

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL 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, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


  
Authorized Countersignature

Stewart Title Company  
2820 Oakes Avenue, Ste A  
Everett, WA 98201





Matt Morris  
President and CEO



Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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File No.: 313741

ALTA Commitment For Title Insurance 8-1-16

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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 countersignature 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.

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ALTA Commitment For Title Insurance 8-1-16

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LAND TITLE  
ASSOCIATION



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

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

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

**STEWART TITLE GUARANTY COMPANY**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance 8-1-16

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LAND TITLE  
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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

Issuing Agent: Stewart Title Company  
Issuing Office: 2820 Oakes Avenue, Ste A, Everett, WA 98201  
Issuing Office 's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 313741  
Issuing Office File Number: 313741  
Property Address: XXX TBD, Index, WA 98256  
Revision Number:  
Title Amanda Rockey Joe Dorfman Don Peterson  
Officer Phone: (425) 317-7330 Phone: (253) 439-6433 Phone: (253) 439-6432  
[amanda.rockey@stewart.com](mailto:amanda.rockey@stewart.com) [joe.dorfman@stewart.com](mailto:joe.dorfman@stewart.com) [don.peterson@stewart.com](mailto:don.peterson@stewart.com)  
[titleofficers@stewart.com](mailto:titleofficers@stewart.com) [titleofficers@stewart.com](mailto:titleofficers@stewart.com) [titleofficers@stewart.com](mailto:titleofficers@stewart.com)

1. Commitment Date: November 21, 2018 at 8:00AM

2. Policy to be issued: Proposed Policy Amount

(a) ALTA Owner's Standard	<b>Amount:</b>	
(Underwriting fee - 11%)	<b>Premium:</b>	\$0.00
General Schedule Rate	<b>Tax:</b>	
	<b>Total:</b>	\$0.00
Proposed Insured: To be determined		

(b) ALTA Loan Extended	<b>Amount:</b>	
(Underwriting fee - 11%)	<b>Premium:</b>	\$0.00
	<b>Tax:</b>	
	<b>Total:</b>	\$0.00
Proposed Insured: To Be Determined		

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:

The heirs and devisees of Louise W. Brown, deceased (See Note G)

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

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**ALTA COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 313741

Those certain properties listed as tax numbers: 302710-4-006-0007; 302710-3-002-0003; 001003-0-002-0003; and more fully described as the following patented mining claims in the Index Mining District, Survey No. 883 and situated in Sections 30 and 31, Township 27 North, Range 10 East of the Willamette Meridian, VIX:

Crown Jewel, Pride of Index, Mystery, Copper Queen, and 16 to 1;  
Lot 9, described as beginning at the Quarter corner between the Southeast and Southwest Quarters, on the South section line of Section 30, Township 27 North, Range 10 East;  
Thence North along Western boundary of Southeast Quarter 1000 feet;  
Thence East 435 feet;  
Thence South 1000 feet to section line;  
Thence West along Southeast Quarter of Section 30, Township 27 North, Range 10 East;  
Lot 7, less patented mining claim therein, Section 30, Township 27 North, Range 10 East, situate in Snohomish County, State of Washington.

[MAP](#)

THE MAP CONNECTED HERewith IS BEING PROVIDED AS A COURTESY AND FOR INFORMATIONAL PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. STEWART ASSUMES NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO THE MAPS NOR ANY MATTERS CONCERNING THE CONTENTS OF OR ACCURACY OF THE MAP.

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ALTA Commitment For Title Insurance 8-1-16 WA

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**File No.:** 313741

## 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. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of unincorporated Snohomish County.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 05150.

6. General taxes for the year 2018 have been paid in full:

In the Amount of: \$31.61  
Tax Account No.: [27 1030 004 006 00](#)  
Levy Code: 05150  
Land: \$1,700.00  
Improvements: \$0.00  
(Affects Portion of Lot 9)

7. General taxes for the year 2018 have been paid in full:

In the Amount of: \$26.78  
Tax Account No.: [27 1030 003 002 00](#)  
Levy Code: 05150  
Land: \$1,100.00  
Improvements: \$0.00  
(Affects Lot 7)

(NOTE: It appears the Snohomish County taxes for this parcel number may be referencing the wrong lot number in its legal description)

8. General taxes for the year 2018 have been paid in full:

In the Amount of: \$89.43  
Tax Account No.: [10 0300 000 002 00](#)  
Levy Code: 05150

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Land: \$7,800.00  
Improvements: \$0.00  
(Affects mining claims)

9. The lands described herein have been classified as Forest Land and are subject to the provisions of RCW 84.34 which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years.

Any sale or transfer of all or a portion of said property requires execution of a notice of continuance form by the new owner prior to closing with submission to the County Assessor at least 2 weeks prior to recording for approval of continuance or removal.

Notice Recorded: May 16, 1975  
Recording No.: [2386283](#)

NOTE: If the proposed transaction involves a sale of the property so classified or designated, there will be additional requirements regarding the Real Estate Tax Affidavit. Please contact Snohomish County Assessor or the Company for additional information. (Affects Parcel No. 27 1030 003 002 00)

10. Current and/or advance personal property taxes for 2018 may become due upon transfer or sale of the premises herein described. Please contact the Snohomish County Treasurer's office for further information.
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.
12. The attached Commercial Title Affidavit must be completed in full, notarized and submitted to the Company for review prior to closing.
13. Any unrecorded leaseholds, rights of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
14. Title is to vest in persons not yet revealed and when so vested will be subject to matters disclosed by a search of the records against their names.
15. Upon examination it has been determined that the subject property does not meet the underwriting qualifications to receive the coverage provided in the ALTA Homeowner's Policy of Title Insurance for a one- to four-family residence, due to the following condition: Mining Property. The coverage provided for the subject property will be the Standard ALTA Owner's Policy. The Policy and any applicable endorsements will be issued at the filed rate.
16. Matters of Extended Mortgage coverage have not been cleared. If such coverage is required for the forthcoming transaction, the Company must be informed of the liability amount(s), and identity of the lender as soon as possible prior to closing to determine the requirements for issuance of such coverage, including, but not limited to a physical inspection of the property.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

17. If the policies to be issued are in excess of \$3,000,000.00 or involve unusual risks, approval to issue such policies must be obtained from Stewart Title Guaranty Company. This Commitment and any policies to be issued are subject to any additional limitations, requirements or exceptions made by Stewart Title Guaranty Company.
18. The Company requires that the owner and/or proposed insured verify that the land in this commitment is the land intended to be conveyed/encumbered in this transaction. The description of the subject land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the company well before closing if changes are necessary.
19. Question of legal access. There appears to be no recorded means of ingress and egress from the subject premises to a public road. It is assumed that there exists a valid easement for that purpose over adjoining lands, but the Company does not insure against any rights based on a contrary state of facts. If knowledge of any such easement is held by the vestee herein, the Company should be further advised.

If the question is not resolved the policy to issue will specially exclude coverage as to access.

20. Question the effect of:

Type of Document: Grant Deed

Recorded: September 7, 1993

Recording No.: [9309070260](#)

First Party: Wallace B. Smith as Executor of the Estate of Louise W. Brown, Snohomish County Cause No. 93-4-00109-1

Second Party: Olympic Eagle, Inc., a Washington corporation, and Warren L. Stetson, trustee of the Warren Stetson Trust, dated October 16, 1992, as tenants in common

(Said document appears to contains an erroneous legal description)

(It appears that said document is conveying mining claims only)

21. Question the effect of:

Type of Document: Statutory Warranty Deed

Recorded: December 11, 1996

Recording No.: [9612110214](#)

First Party: Warren Stetson Trust, dated October 16, 1992, as tenants in common

Second Party: Lianne W. Stetson, a single person, an undivided one half interest

(Said document appears to contains an erroneous legal description)

(It appears that said document is conveying mining claims only)

22. Question the effect of:

Type of Document: Quit Claim Deed

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

Recorded: January 14, 2002  
Recording No.: [200201140813](#)  
First Party: Olympic Eagle, Inc, a Washington state corporation  
Second Party: Charles Nyhus and Christina Nyhus, husband and wife

(It appears that said document is conveying mining claims only)

23. Terms and Conditions of the Trust Warren L. Stetson Trust, dated October 16, 1992.
24. Owner's policy coverage to be verified through written instructions or a complete copy of the purchase and sale agreement should be submitted.

## NOTES

NOTE A: In order to assure timely recording all recording packages should be sent to:

Stewart Title Company  
2820 Oakes Avenue, Suite A  
Everett, WA 98201

NOTE B: Recording fees charged by the county will be billed as follows: Deeds of Trust \$100.00 for the first page and \$1.00 for each additional page. Deeds \$99.00 for the first page and \$1.00 for each additional page. For Electronic Recorded documents, please add \$2.50 for King, Pierce, Snohomish and Thurston Counties and \$5.00 for all remaining counties in Washington.

NOTE C: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Gov Lot 7 and ptn Gov Lot 9, Section 30, Township 27 North, Range 10 East, Snohomish County, Washington

NOTE D: The records of Snohomish County and/or our inspection indicate that the address of the improvement located on said land is XXX TBD, Index, WA 98256.

NOTE E: In the event of cancellation, a cancellation charge may be made.

NOTE F: There are no deeds affecting said land recorded within 24 months of the date of this report. Title to the estate or interest shown in Schedule A was acquired by instrument No(s). [1449654](#) a re-recording of 1445201 and [1460569](#).

NOTE G: The "Will" from Probate [93-4-00109-1](#) in the matter of Louise W. Brown is hand written. In paragraph 8 it list the names to inherit the property in this report and mention no last names for the parties. We are unable to determine who all the heirs should be.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
- NOTE: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- Format: Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.
- Font size of 8 points or larger and paper size of no more than 8 ½" by 14".
- No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

## Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance, reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.

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# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

## Exceptions

File No.: 313741

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the public records.
3. Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
4. Extended coverage exceptions as follows:
  - a. Rights or claims of parties in possession not shown by the public records.
  - b. Easements, claims of easement or encumbrances which are not shown by the public records.
  - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  - d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

## SPECIAL EXCEPTIONS TO FOLLOW

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## ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

7. Coal, Mineral, Ingress and Egress reservations and the terms and conditions thereof recorded under Instrument No. [1460569](#).
8. Reservations and the terms and conditions thereof recorded under Instrument No. [703719](#).
9. Terms and conditions of survey recorded June 28, 1999 under Recording Number [199906285003](#).

**END OF SCHEDULE B**

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## Stewart Title Guaranty Company Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you request insurance-related services provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056*

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