

LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this ____ day of _____ is by and between.

Landowner: Snohomish County
6705 Puget Park Drive
Snohomish, WA 98296

Grantee: The Adopt A Stream Foundation (AASF)
600 128th St. SE
Everett, WA 98208

1. Consent. The signatories to this agreement join in conducting certain restoration activities to improve streamflow and fish habitat on property owned by Snohomish County in the North Creek watershed. The legal description of the property and a project scope of work are presented in Exhibit A.

2. Access. The Landowner agrees to provide access to employees of the Grantee to complete installation of multiple Beaver Dam Analogs (BDA's) and channel spanning logs jams and related restoration work with a one (1) week prior notice to the Landowner.

The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by the Grantee, to view the site. Landowner agrees to provide reasonable access to employees of AASF to perform required project monitoring and maintenance work as presented in Exhibit A.

The terms of this Agreement will be for a ten (10) year period from the date of final signature. During this period, the Landowner agrees to not intentionally compromise the integrity of the restoration work and project site. The Landowner also agrees to provide reasonable property access to the Grantee to plan, complete, maintain, and monitor the site during the ten (10) year period of this agreement.

3. Agreement Modification. If the Landowner chooses to sell, rent, or lease the land within 10 years, this agreement will be transferred with the ownership, rental, or leasing of the land. Such transfer of this Agreement shall be effective thirty (30) days after authorized representatives of all parties have agreed in writing to the transfer.

4. Landowner Rights. This Agreement does not authorize AASF to assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control access, trespass and retains all responsibility for taxes, assessments, and damage claims.

5. Liability. Each Party assumes responsibility and liability for the acts and omissions of its employees, officers, and agents in the performance of this Agreement or in enjoying the benefits of this Agreement. AASF agrees to defend, indemnify, and hold harmless Snohomish County, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of AASF and its employees, officers, and agents. Snohomish County agrees to defend, indemnify, and hold harmless AASF, its officers, agents, and employees from and against any loss, claim, or liability arising from or out of the negligent, reckless, or wrongful acts or omissions of Snohomish County and its employees, officers, and agents. In cases of joint liability, liability shall be apportioned between the parties or other defendants.

6. Permits and Approvals. AASF shall obtain all permits and approvals required by Snohomish County, State, and Federal permitting authority, prior to commencing the work.

7. Agreement Expiration/Termination. Upon expiration or termination of this Agreement, the Landowner assumes full and complete responsibility for all restoration developments made under this Agreement.

8. Reporting. AASF shall make available to Snohomish County any reports submitted to Washington State Department of Ecology documenting work on Snohomish County property.

Carl Jorgensen
Snohomish County
Property Officer

Date

Thomas B. Murdoch
AASF Executive Director

Date

Exhibit A

Scope of Work

1.0 Project Location.

The legal description, as listed by Snohomish County Assessor's Parcel database is as follows:

Parcel Number: 28053100200200

Property Description:

Section 31 Township 28 Range 05 Quarter NW -- GOVT LOT 1 DED PARK VOL 375 P7-1969 MCCOLLOM PARK 1958 \$248.29 V641 P235 -- FOR BLDG ONLY REFER TO 28053100200201

Current Site Conditions:

Site is located at the Northwest Stream Center in Snohomish County's McCollum Park. This property is approximately 36 acres of natural area with 1,500 linear feet of North Creek bisecting the property.

3.0 Project Goals:

The AASF will improve streamflow in North Creek through construction of logjams, beaver dam analogs, or both at several locations within parcel 28053100200200. The AASF will install approximately five structures at abandoned beaver dam locations where the channel profile is "U" shaped with a flat bottom. For approximate locations of structures see EXHIBIT B. This project will reduce peak streamflow, increase groundwater recharge, increase the water table, improve channel complexity, improve species diversity, and improve salmon habitat.

4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes.
- Landowner will allow access to the restoration area by volunteer groups to assist with implementation and maintenance of the project.

5.0 Grantee responsibilities

- AASF will coordinate all responsibilities outlined in the grant funding.
- AASF will coordinate with volunteer groups to complete some components of the project implementation.
- AASF will secure all necessary permits.
- AASF will maintain the project site for the funding time frame of the grant (up to 8/31/2027).

6.0 Activity schedule.

- Installation of instream structures will occur in the summer of 2024 and 2025*
- Monitoring and maintenance of installed structures to occur in years 2024 – 2027*.

*Note that these dates are approximate and may shift depending on factors beyond the control of the Grantee.

7.0 Maintenance:

- AASF will perform necessary maintenance activities during the funding time frame of the grant (up to 8/31/2027)

8.0 Monitoring:

8.1 Landowner responsibilities

- The landowner will be responsible for informal monitoring.
- The Landowner will report problems to the Grantee promptly.

8.2 AASF responsibilities.

- Will evaluate the integrity of each of the structures after all major storm events. The AASF will install staff gauges at each site and measure changes in stream profile monthly.
- Will measure changes in substrate aggradation and make visual observations of aquatic life.
- Where pools form upstream, the AASF may install traps to evaluate presence/absence of fish use.
- May use a Surber sampler to evaluate changes in benthic macroinvertebrate populations.

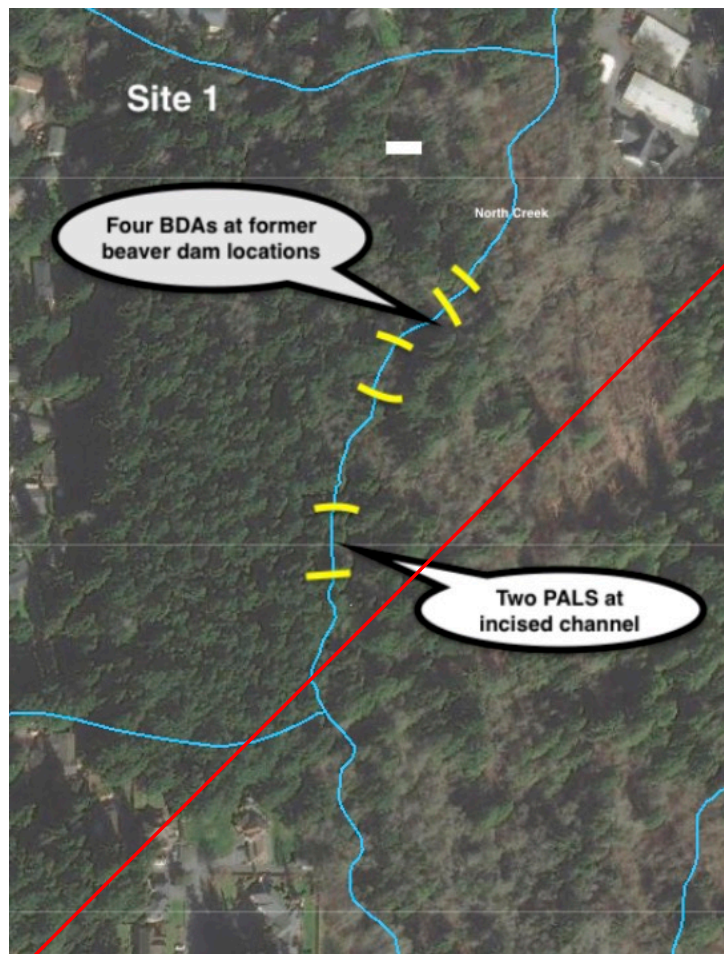
- May install motion cameras upstream of larger structures with a downstream view to record temporary water storage, duration of storage, and width of storage.
- If there is no measurable streamflow or other data to collect after project implementation, the AASF will document post project conditions through photographs and a written narrative describing the conditions and appearance of each site.

8.3 Schedule

- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of planned activities.
- AASF will coordinate with Landowner regarding future monitoring and maintenance.

EXHIBIT B

BDA's / Channel Spawning logjam Approximate Location Map



Map 1.0: BDA's approximate location.