



CITY OF STANWOOD CITY COUNCIL SPECIAL MEETING

City Council Workshop
Thursday, March 24, 2022- 5:00 p.m.

This meeting will be conducted by telephone and online via Zoom,
Connection information will be posted on City Website—
<https://www.stanwoodwa.org>

AGENDA

1. City Hall and Police Station Capital Planning
2. Ovenell Long Term Capital Planning
3. Adjourn



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 1

DATE: March 24, 2022, Work session

SUBJECT: Civic Campus Discussion

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Civic Campus Project History
B – Current Civic Campus Options and Cost Estimates

PURPOSE

The purpose of this agenda item is for continued Council discussion on the civic campus development project.

BACKGROUND

The Stanwood City Council has been discussing some form of civic campus project since 2005. The primary motivation for this discussion has been to relocate essential services out of the floodplain so that basic city services could continue during a flood event. Our local FEMA representative has confirmed that a police station is an essential facility, but city halls are not.

The existing police station can remain downtown, however if we are to relocate or build a new police station, it needs to be outside of the floodplain. The City Council has discretion to determine where to locate city hall and the associated council chambers.

The Downtown Master Plan envisions a city campus in the downtown Central District area while emergency management policies recommend moving governmental buildings out of the floodplain to maintain continuation of service during flood events. In response to these two conflicting policies, the previous Council considered three general siting approaches:

- Move the civic campus, including police and city hall, up the hill to city owned property on 72nd Avenue by Church Creek Park;
- Consider a combined city hall and police station in the Stanwood Commons Building (9642-270th Street) which was built above the floodplain; and
- Consider the Stanwood Commons Building site for city hall with a detached police station.

A feasibility report was prepared on the Stanwood Commons Building in September of 2021 and Council was briefed on the pros/cons of each option noted above with

associated cost estimates. The project was shortly thereafter put on pause due to the city administer transition, a pending new Mayor, and the November council elections.

ANALYSIS

Fiscal Impact			
The 2021 feasibility analysis showed that either site, 72 nd Avenue or the Stanwood Commons Building, can accommodate the city’s needs. Exhibit B shows the site options that have been considered from 2019 - 2021. Below is a summary of the options considered by the previous Council:			
Site Location	Design Concept	Cost	
72 nd Avenue	Combined City Hall, Council Chambers, Archives and Police Station	\$15.7M	
72 nd Avenue	Combined City Hall, Council Chambers, Archives and Police Station with Park Expansion (Additional Acre)	\$17.3M - \$18.6M	
72 nd Avenue	Police Station, Council Chambers and Achieves Only	\$10.2M	
City Hall Renovation	Kitchen, Bathroom, and Office Renovations (Limited to 50% Building Valuation Every Two Years – 2022 Building AV = \$445,400; An appraisal can be used to determine value.)	\$250K – \$676K	
Stanwood Commons Building	Building Renovations City Hall, Council Chambers and Achieves with Stand Alone Police Station	\$26.7M - \$28.7M	
Police Station Remodel (New Option)	Remodel Police Station and Archives up to 50% of Assessed Value or Building Appraisal. (2022 AV =\$369,000)	\$184K	
Fund(s):			
Amount:	\$ \$	Project Estimate:	\$
Budget Authorized	[] Yes [] No	Amendment Required	[] Yes [] No [] Monitor

RECOMMENDATIONS

Staff Recommendation:

Staff is looking for direction from Council on how to proceed.

Committee/Board Recommendation:

N/A; Full Council Discussion

Exhibit A Civic Campus Project Project History

The following is a general timeline of the major milestones regarding replacement of or renovation of the police station and/or city hall.

Date	Action
2005	The city adopted the Stanwood “Annex” of the Snohomish County <i>Hazard Mitigation Plan</i> . At that time, the city identified “relocating city hall out of the floodplain” as the number one action to mitigate the potential impacts of flooding.
2007	A land use feasibility study was completed for a “Civic Commons” project. [Property on 92 nd Avenue east of the Heritage Park Wetland]
2008	Facility Assessment; police station and city hall fell into the replace or total renovation category due to age, location, and non-compliance with current codes.
2011	Discussion regarding existing policies and code changes: 2011 Adopted Policy: • City Hall/Municipal function to be located in the Central Commons Area located between the two historic nodes of downtown. • Downtown Vision to be broader than retail/service function: to be the core of the community. • City Hall development/relocation to be an integral part of downtown revitalization and is necessary and important to make downtown the core of the community. • Downtown Master Plan policy sites city hall in the downtown area with strong support for the Downtown Central District. • Zoning at the time restricted city hall to Civic Commons Overlay area which no longer exists.
2014	Cost estimates to raise city hall to meet floodplain regulations: approximately \$665 M - \$1 M, plus design and engineering costs which could raise the cost up to around \$1.5 million.
2014	City evaluated 10 properties in both the downtown and uptown area for relocation of city hall and the police station.
2015	Facility needs assessment: combined police and city hall would need approximately 17,000 square feet and cost around \$7.2 million.
2015	Adoption of Downtown Master Plan and associated code amendments with direction to encourage keeping city hall in the downtown area as the “heart and core of the community”.
2015	Major construction improvements to city hall and the police station conducted.

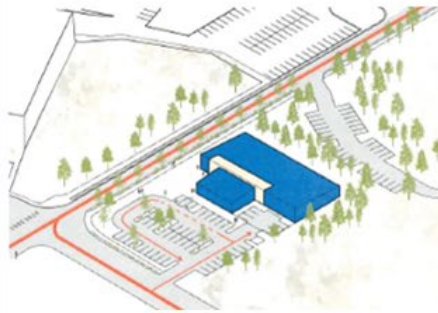
2016	Applied for Commerce Grant to purchase land outside of the floodplain for new police station / city hall to be commonly known as the Stanwood Civic Campus project.
2018	Purchased 1.25 acres on 72 nd Avenue for the Civic Campus
2019	RFP and hired Mackenzie to begin preliminary designs of the Civic Campus on 72 nd Avenue; a Steering Committee was assembled and included a number of community stakeholders; existing city hall HVAC improvements were complete
2020	Civic Campus put on hold due to the global pandemic (Covid-19)
Feb 2021	Civic Campus project reengagement session with City Council; Request to consider alternative downtown options for civic campus or city hall.
March 2021	Council considered five options: Option A: Civic Campus on 72 nd Avenue Property Option B: Police Station / Council Chambers on 72 nd Avenue Property Option C: Maintain Existing City Hall with Improvements Option D: Build a Separate Council Chambers at City Hall Park Option E: Other Downtown Locations
April 2021	Council authorized staff to prepare a due diligence analysis on the Stanwood Commons Building in downtown.
August 2021	Due diligence report on Stanwood Commons Building was presented to Council.
September 2021	Project paused due to: city administer transition, new Mayor starting in November, and council elections in November.
March 2022	Council worksession to discuss next steps.

Exhibit B
Civic Campus Project
Civic Campus Project Options

ATTACHMENT B

Stanwood Civic Campus Project: 72nd Street Property Designs
2019 / 2020 Design Options

Preferred Option:
Community Porch Design



Combined Police, City Hall and
 Council Chambers
 Building Size: 14,400
 Cost Estimate: \$15.7 M

**Inward Facing
 Courtyard**



Combined Police, City Hall
 and Council Chambers
 Building Size: 15,625
 Full Cost Est: \$16.8 M
 Phased Cost Est: \$18.9 M
 Police Only Cost Est: \$10.2 M

**Westward Facing
 Design**



Combined Police, City Hall
 and Council Chambers
 Building Size: 15,625
 Full Cost Est: \$16.8 M
 Phased Cost Est: \$18.9 M
 Police Only Cost Est: \$10.2 M

**Double Gable
 Design**



No support for this design

Stanwood Civic Campus Project: 2021 Options Considered

Under Consideration

Community Porch Concept with Additional Property



Combined Police, City Hall
and Council Chambers
Building; Drive Isle
Connection to Park

Cost Estimate:

Building: \$15.7 M

Additional Property: \$1.3 -
\$2.6 M

Total Est: \$17.3 M - \$18.6 M

Police / Council Chambers with Park Expansion



Police Station and Council
Chambers Building; Drive Isle
Connection to Park; Park
Expansion

Cost Estimate:

Building: \$10.1 M

Additional Property: \$1.7 -
\$3.1 M

Total Est: \$11.8 M - \$13.2 M

Support Minor Renovation

City Hall Renovation



Renovate City Hall for Long
Term Use

Opt 1 – Raise Building

Cost Estimate: \$2.3 M

Opt 2 - Interior Renovation
Bathrooms / Kitchen

Cost Estimate: \$250 K - \$676K

Under Consideration

Stanwood Commons Building



Police Station and Council
Chambers Building; Drive Isle
Connection to SR 532

Cost Estimate:

Building Renovation & New

Police Building: \$20.7M

Property Purchase: \$6M – 8 M
(2021 AV of Bldg = \$5,050,000)

Total Est: \$26.7 M - \$28.7 M

Stanwood Civic Campus Project: 2021 Options - Council Comments

Under Consideration Community Porch Concept with Additional Property



Combined Police, City Hall
and Council Chambers
Building; Drive Isle
Connection to Park

Cost Estimate:
Building: \$15.7 M
Traffic Signal: \$250K
Additional Property: \$1.3 -
\$2.6 M

Total Est: \$17.3 M - \$18.6 M

- Adjacent park is an asset
- The potential effects of the development to the east should be considered. The adjacent developer may build large buildings, such as a hotel, next to the proposed building.
- The scale of the building in comparison to surroundings should be reconsidered. The height of the proposed single story design is different than the scale of the multistory school across the street.
- If there is a new traffic light, cost responsibility should be considered
- Traffic should be considered

Under Consideration Stanwood Commons Building



Police Station and Council
Chambers Building; Drive Isle
Connection to SR 532

Cost Estimate:
Building Renovation & New
Police Building: \$20.7M
Property Purchase: \$6M – 8 M
(2021 AV of Bldg. = \$5,050,000)

Total Est: \$26.7 M - \$28.7 M

- The police station must be designed to a higher seismic design strategy
- Building is in the flood plain zone and the garage and driveway is below the flood plain elevation.
- It should be considered whether federal grants are possible for a building in the flood zone
- Potential for off-setting revenue by leasing portion of building to others



CITY OF STANWOOD COUNCIL AGENDA STAFF REPORT

ITEM NUMBER: 2

DATE: March 24, 2022

SUBJECT: Ovenell Park and Park Development Discussion

CONTACT PERSON: Patricia Love, Community Development Director

ATTACHMENTS: A – Ovenell Conservation Easement
B – Ovenell / Hamilton Master Plan
C – Revised Ovenell Wetland Study

PURPOSE

The purpose of this special meeting worksession item is for Council discussion regarding the Ovenell Park environmental study findings and future development options.

BACKGROUND

Ovenell Park was purchased in 2014 with Conservation Futures Funds from Snohomish County and is subject to a conservation easement which restricts active recreation on the site. The intent of the conservation easement is to preserve the long-term natural and open space of the property. Allowed uses and development conditions include:

- Passive park uses are allowed including trails, interpretive centers, viewpoints, picnicking, non-motorized boat launch, access, restrooms, playgrounds and restoration projects.
- Active recreational improvements are prohibited including ball fields, use by motorized vehicles, swimming pools and recreation centers.
- Existing buildings may remain, be maintained, and used for only permitted uses consistent with the conservation easement. Buildings may not be enlarged.
- No new buildings may be added to the property.
- Site development is limited to 10% new impervious area.

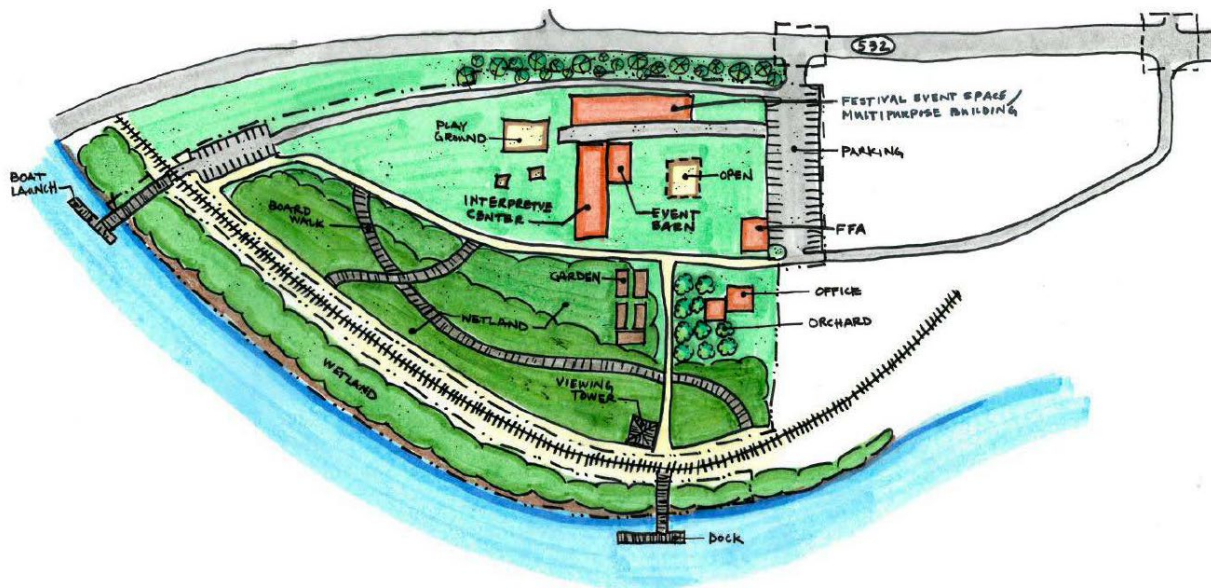
In 2016 the City adopted the Ovenell Park and Hamilton Landing Master Plan after an extensive public engagement process. General components of the Ovenell Master Plan included:

- Wetland and shoreline restoration
- Boardwalks, trails and a viewing tower
- Non-motorized boat launch and dock
- Orchard and demonstration garden behind the old homestead
- Interpretive center
- Event barn and indoor/outdoor vendue for local events
- Picnic and playground areas

- Multi-purpose community space including restrooms, kitchen and meeting space
- Open grass area / amphitheater
- FFA / 4H program space
- Office space for future Stanwood Parks Department
- Access and parking lot

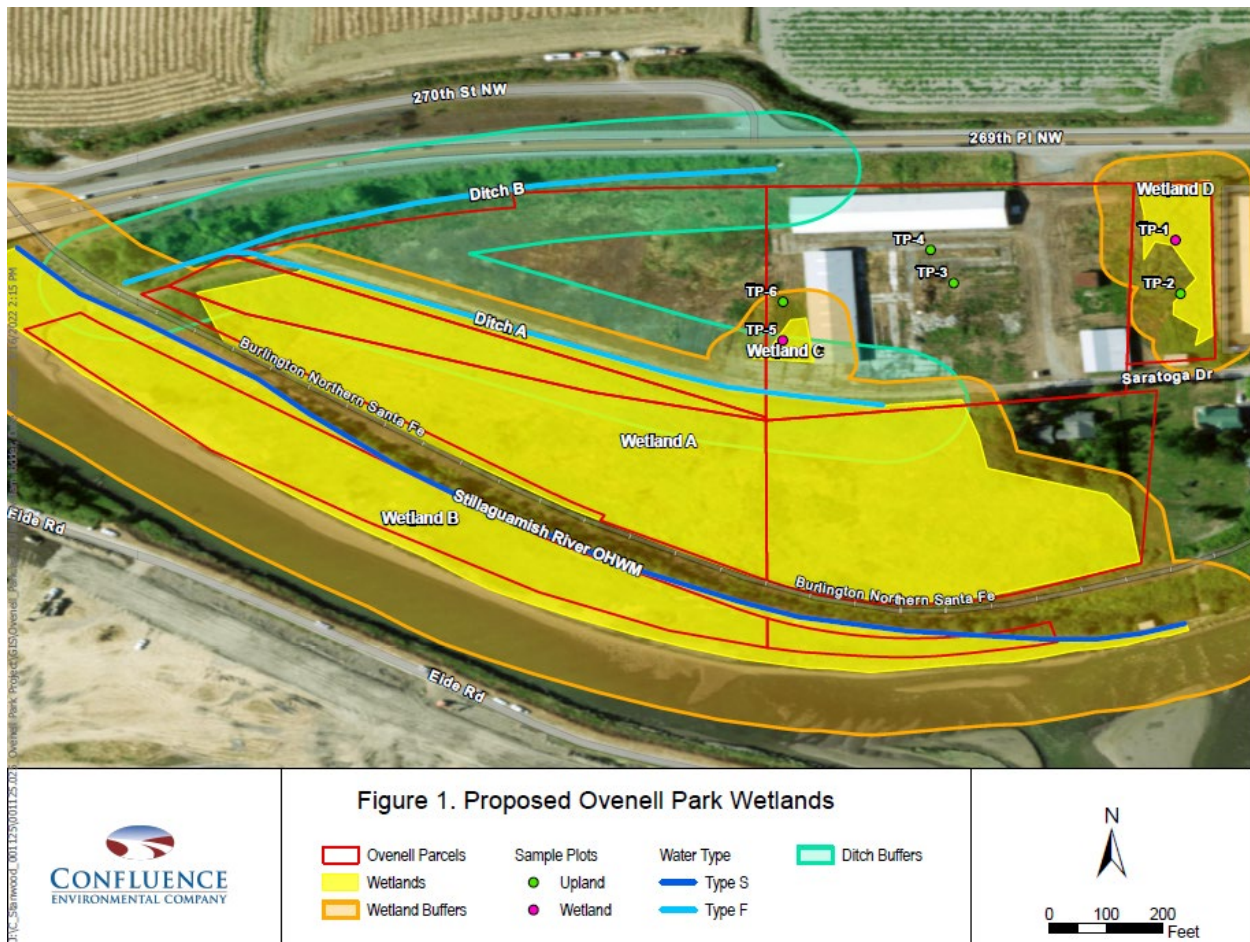
Below is the graphic showing the conceptual plan incorporating all of the above listed site amenities.

Ovenell Master Plan Preferred Option



Six years has passed since the adoption of this Master Plan. Conversations with Burlington Norther Railroad has resulted in their lack of support for access across the railroad spur or the potential to convert the spur line to trails. In addition, an updated critical areas report was necessary as the old report was out of date.

Confluence Environmental was hired to update the critical areas evaluation with regard to wetlands, streams / ditches, shorelines and associated buffers in accordance with current environmental regulations. Their findings confirmed the presence of the large shoreline and upland wetland shown on the master plan. Their evaluation also found two new smaller wetlands and classified the "ditches" as "Type F Streams" which means they are state regulated as they are known to be used by fish or meet the physical criteria to be potentially used by fish. Current buffer requirements were then applied to the identified critical areas.



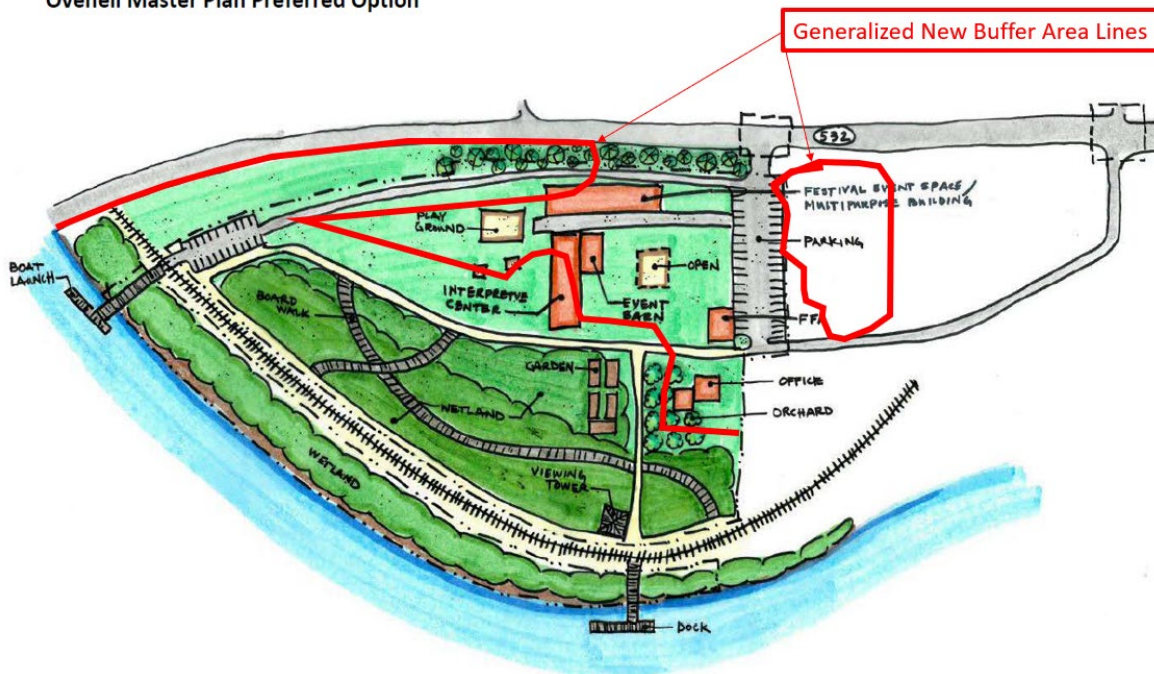
A *ROUGH* comparison overlay of the master plan with the critical areas evaluation shows less available usable land area than originally anticipated. The playground area, buildings and entrance from SR 532 are generally unaffected by critical areas or buffers. The remaining park elements have some form of critical area or buffer impacts. The board walks, docks, gardens and parking lots would be subject to the 10% impervious area limitation.

Another pending issue with Ovenell Park is the replacement of the old barn. Several years ago the city had the old dilapidated barn burned as a training exercise for the Fire District. The original conservation easement states that all demolished buildings may be rebuilt within the same footprint and size within 18 months of demolition. If the structures are not rebuilt, that portion of the property is then permanently converted to open space. The Conservation District however, agreed to allow the city to rebuild a new barn structure if it was done prior to November 14, 2026. According to the master plan, the “event barn” is planned to be rebuilt into an event space for small concerts, family reunions, weddings and other events. If the barn is important to the Council, design and funding of the barn needs to start now as there is limited time before the permission to rebuild expires.

In summary, if the Council would like to move forward with the master plan as originally planned, the following actions would be needed:

- Reengage conversations with Burlington Northern Railroad to obtain an access easement over rail spur;
- Calculate the maximum amount of new impervious area allowed to determine parking lot and board walk sizes;
- Consider removing some impervious area to accommodate parking lot and other site amenities;
- Relocate site features to avoid wetland and buffer impacts as much as possible;
- Apply buffer averaging and reduction regulation options as much as possible;
- Begin working on the barn replacement plan and funding; and/or
- Prepare a mitigation plan acceptable to the Corp of Engineers and Department of Ecology for in-water, wetland and buffer impacts.

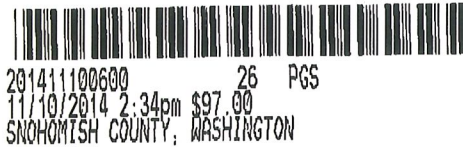
Ovenell Master Plan Preferred Option



MEETING DISCUSSION

The purpose of this meeting is to discuss future park planning efforts:

1. Move forward with park planning efforts at Ovenell Park; or
2. Delay Ovenell Park planning to a future date; or
3. Focus resources on implementing the Heritage Park and Church Creek Park Master Plans;
4. Prepare a plan to open Ovenell Park to the public based on guidance from the City's risk pool representative regarding public safety; and/or
5. Other?



After Recording Return to:
Assistant Clerk
Snohomish County Council
3000 Rockefeller Avenue MS 609
Everett, WA 98201

**NO EXCISE TAX
REQUIRED**

NOV 10 2014

KIRKE SIEVERS, Snohomish County Treasurer

By KIRKE SIEVERS

Document Title. Grant of Conservation Easement

Reference Numbers:

Grantor. City of Stanwood, a municipal corporation of the State of Washington

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

Abbreviated Legal Description: SW 1/4 SW 1/4 24-32-03

Additional legal on page 20

Assessor's Property Tax Parcel No.: 32032400300100, Ptn 32032300400400, Ptn 32032400304700, 32032300400700 and 32032400300300

GRANT OF CONSERVATION EASEMENT

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this 11th day of November, 2014, by the City of Stanwood, a municipal corporation of the State of Washington (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

RECITALS

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), which consists of approximately 15 acres of land, located on tax parcel(s) 32032400300100, Ptn. 32032300400400, Ptn. 32032400304700, 32032300400700 and 32032400300300 Snohomish County, Washington; and

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

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

D. The Protected Property possesses significant long-term natural and open space values ("Conservation Values") of great importance to the people of Snohomish County for passive recreation; and

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

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

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

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

I. This Conservation Easement is being purchased with funds provided, in part, by the County's Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land;

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

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

II. Purpose. The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on, the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose. Notwithstanding the above, all buildings and structures existing on the date this Grant of Conservation Easement is executed are consistent with the purpose of this Conservation Easement and may remain in place, may be upgraded, remodeled and/or rebuilt as the City of Stanwood determines in its sole discretion, and may be utilized in manners consistent with the public use and enjoyment of the conservation easement property. Said structures and such use shall not be deemed inconsistent with the purpose of this conservation easement nor a breach of any of its terms or provisions.

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

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

- C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.
- D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.
- E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

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

IV. Permitted Uses and Activities.

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

paragraph II above and C below shall not be deemed to require notice to Grantee under this paragraph.

- B. Except as provided in paragraph II above and C below, any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, non-motorized boat launch facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.
- C. Notwithstanding any other provision of this conservation easement, including the provisions of Section V, all buildings and structures existing on the EXHIBIT A property on the date this Grant of Conservation Easement is executed may remain in place, may be upgraded, remodeled and/or rebuilt as the City of Stanwood determines in its sole discretion, and may be utilized by Grantor, or at Grantor's discretion, by the public, in manners consistent with the purposes of this conservation easement. Uses consistent with this conservation easement shall include, but not be limited to, public education and storage of supplies and equipment used for the maintenance of the remainder of the conservation easement area, public parking, public restrooms, meeting areas, a commercial kitchen in the existing residence, facilities for a public farmers and crafts market, including market stalls, and a boat launch for non-motorized boats. Grantor may maintain, repair, replace, remodel, upgrade, demolish and/or rebuild said existing structures, but shall not enlarge or increase the footprint of said structures. If at any time a structure is demolished, restoration or rebuilding is not commenced within eighteen (18) months, and the area of said structure is returned to natural and open space condition, no structure shall thereafter be constructed in that location except in compliance with the provisions of paragraph V.
- D. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

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

- A. The placement or construction of any new buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B and C;
- B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;
- C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral;
- D. Dumping or accumulation of trash or refuse;
- E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement, and except uses pursuant to any prescriptive easement rights existing on the date of execution of this Conservation Easement; and
- F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property, exclusive of existing structures, being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

VI. Transfer of Property. The Grantor agrees to:

- A. *Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.*
- B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property
- C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty five

(45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative

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

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

- A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.
- B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

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

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

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

- A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.
- B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

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

- A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.
- B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights.

Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement, but is not limited to the use of the Baseline Documentation to show a change of conditions.

- C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.
- D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.
- F. Waiver of Defenses Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns

under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

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

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

- A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;
- B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;
- C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

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

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

Grantee: Snohomish County
County Executive Office
3000 Rockefeller Avenue, M/S #407
Everett, WA 98201

Grantor(s). City of Stanwood
Office of the Mayor
10220 270th Street NW
Stanwood, WA 98292

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

XV. General Provisions.

- A. Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Snohomish County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Conservation Values of the Protected Property.
- B. Controlling Law. The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Snohomish County Superior Court.
- C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt

concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.

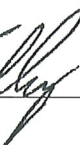
- D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.
- E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.
- F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.
- G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.
- H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.
- I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.
- J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

XVI. Environmental Compliance.

- A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.
- B. The prior owner of the Property has disclosed to Grantor that the subject property formerly held a manure pond which has been filled in, that the house located on the Property is old and may contain hazardous substances such as lead-based paint and asbestos, that there was formerly an above-ground tank, possibly for diesel storage, that has been removed, and there was formerly an underground gas tank located on the Property that has been removed and according to the former owner was found not to be leaking. Except as indicated above, Grantor represents and warrants that, to the best of Grantor's knowledge, there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and to the best of Grantor's knowledge, neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws. For the purposes of this paragraph Grantor's knowledge is limited to the specific knowledge of the Mayor and City Administrator of the City of Stanwood.
- C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to

TO HOLD unto GRANTEE SNOHOMISH
sors and assigns forever.

WHEREOF the parties have, by their author
the day and year first stated above.



NGTON)
) ss.
SNOHOMISH)
a Slattery certify
nce that Leonard Kelley
ne, and said person acknowledged th
stated that (he/she) was authorized to

DO HOLD unto GRANTEE SNOHOMISH
sors and assigns forever.

WHEREOF the parties have, by their authorized agents, signed and affixed their seals, this _____ day and year first stated above.

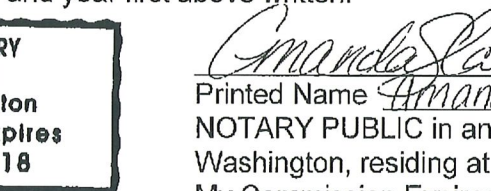
11



NGTON)
) ss.
HOMISH)

and Slattery certify
that Leonard Kelley
one, and said person acknowledged the
stated that (he/she) was authorized to
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Wood, the free and voluntary a
mentioned in the instrument

S WHEREOF, I have hereunto set m
and year first above written.



and year first above written.


Printed Name Amanda Stattery
NOTARY PUBLIC in and for the State of
Washington, residing at City of Stanwood
My Commission Expires Jan 14, 2018

My Commission Expires _____



APPROVED AS TO FORM

City Attorney _____ Date _____

ACCEPTED BY GRANTEE:

On June 18, 2014 the Snohomish County Council adopted Motion 14 - 225 authorizing the County Executive to accept the Conservation Easement, pursuant to RCW 64.04.130.

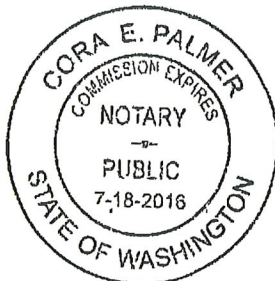
GRANTEE:
SNOHOMISH COUNTY

For By: [Signature] 11-10-2014 STEPHEN CLIFTON
John Lovick Executive Director
Snohomish County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, Cora E. Palmer certify that I know or have satisfactory evidence that Stephen Clifton is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was authorized to execute the instrument; and acknowledged it, as the Executive Director of Snohomish County, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Cora E. Palmer
Printed Name: Cora E. Palmer
NOTARY PUBLIC in and for the State of
Washington, residing at [Signature]
My Commission Expires: 7/18/16

APPROVED AS TO FORM:

 10-13-14
Deputy Prosecuting Attorney Date

Unofficial Document

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO CONSERVATION EASEMENT

PARCEL A:

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24,
TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M. , DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24,
THENCE SOUTH 89°30'40" EAST ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF
458.22 FEET,
THENCE NORTH 0°29'20" EAST AT RIGHT ANGLES TO SAID SOUTH LINE A DISTANCE OF 58.20
FEET TO A POINT LYING NORTH 83°15'00" EAST 461.90 FEET FROM THE SOUTHWEST
CORNER OF SAID SECTION AND THE TRUE POINT OF BEGINNING,
THENCE NORTH 83°15'00" EAST A DISTANCE OF 320.36 FEET,
THENCE NORTH 18°03'00" EAST 283.33 FEET,
THENCE NORTH 10°29'54" EAST 143.95 FEET TO CENTER LINE OF STATE HIGHWAY (SR532),
THENCE SOUTH 88°52'30" WEST ALONG SAID CENTER LINE 458.66 FEET,
THENCE SOUTH 01°14'15" WEST 443.94 FEET,
THENCE NORTH 83°15'00" EAST 36.26 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN STATE HIGHWAY (SR532);

AND EXCEPT PORTION LYING WITHIN UTSALADY-STANWOOD ROAD;

AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 24;
THENCE SOUTH 89°30'40" EAST ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE
OF 458.22 FEET;
THENCE NORTH 0°29'20" EAST AT RIGHT ANGLES TO SAID SOUTH LINE A DISTANCE OF 58.20
FEET;
THENCE NORTH 83°15'00" EAST A DISTANCE OF 320.36 FEET;
THENCE NORTH 18°03'00" EAST 32.79 FEET TO THE NORTHERLY RIGHT OF WAY OF OLD
UTSALADY-STANWOOD ROAD (NOW VACATED) AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 18°03'00" EAST A DISTANCE OF 235.21 FEET;
THENCE NORTH 10°29'54" EAST A DISTANCE OF 67.38 FEET TO THE SOUTHERLY RIGHT OF
WAY OF STATE HIGHWAY 1-Y(530);
THENCE SOUTH 88°52'30" WEST ALONG SAID SOUTHERLY RIGHT OF WAY A DISTANCE OF
335.65 FEET;
THENCE SOUTH 1°07'30" EAST TO THE NORTHERLY RIGHT OF WAY OF NOW VACATED
UTSALADY-STANWOOD ROAD;
THENCE NORTH 84°12'45" EAST ALONG SAID RIGHT OF WAY 245.63 FEET TO THE TRUE POINT
OF BEGINNING;

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PARCEL B:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL B LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE HIGHWAY NO. 1-Y (SR-532)

ALL THAT PORTION SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 24;
THENCE NORTH 83°15'00" EAST TO THE EAST BANK OF THE STILLAGUAMISH-SKAGIT SLOUGH;
THENCE NORTHERLY ALONG EAST BANK OF SAID SLOUGH TO INTERSECT THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE WEST TO THE QUARTER SECTION CORNER;
THENCE SOUTH TO THE POINT OF BEGINNING;

EXCEPT PORTION OF VACATED COUNTY ROAD (OLD UTSALADY-STANWOOD COUNTY ROAD) VACATED BY VOLUME 40 OF COMMISSIONERS RECORDS, PAGE 140, LYING WEST OF MARK CLARK BRIDGE AND ALSO OUTSIDE OF EXISTING DIKE;

AND EXCEPT GREAT NORTHERN INDUSTRIAL SPUR TRACK;
AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION;
THENCE SOUTH 89°30'40" EAST ALONG SOUTH LINE OF SAID SECTION 458.22 FEET;
THENCE NORTH 00°29'20" EAST AT RIGHT ANGLE TO SAID SOUTH LINE 58.20 FEET TO A POINT LYING NORTH 83°15'00" EAST 461.90 FEET FROM SOUTHWEST CORNER OF SAID SECTION AND ALSO THE NORTHWEST CORNER OF EXISTING STANWOOD CITY LIMITS PRIOR TO JANUARY 6, 1975 AND TRUE POINT OF BEGINNING;
THENCE NORTH 83°15'00" EAST ALONG SAID CITY LIMITS PRIOR TO JANUARY 6, 1975 FOR 320.36 FEET;
THENCE NORTH 18°03'00" EAST ALONG SAID CITY LIMITS PRIOR TO JANUARY 6, 1975 FOR 283.33 FEET;
THENCE NORTH 10°29'54" EAST 143.95 FEET TO CENTERLINE OF STATE HIGHWAY;
THENCE SOUTH 88°52'30" WEST ALONG SAID HIGHWAY CENTERLINE 458.66 FEET;
THENCE SOUTH 01°14'15" WEST 443.94 FEET;
THENCE NORTH 83°15'00" EAST 36.26 FEET TO TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL C:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE HIGHWAY NO. 1-Y (SR 532).

GOVERNMENT LOT 4, SECTION 23, TOWNSHIP 32 NORTH, RANGE 3 EAST, W. M.;

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SW-13-031/Conservation Easement 9.9.14

EXCEPT PORTION CONVEYED TO HAYLAND MILL CO, INC, BY DEED RECORDED IN VOLUME 173 OF DEEDS, PAGE 358, UNDER RECORDING NO. 229933, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4,
THENCE NORTH 78° WEST 211.2 FEET;
THENCE NORTH 73° WEST 429 FEET;
THENCE NORTH 63° WEST 581 FEET TO OLD COUNTY ROAD RIGHT OF WAY;
THENCE NORTH 34° EAST 20 FEET;
THENCE SOUTH 68° EAST 167.8 FEET;
THENCE NORTH 22° EAST 36 FEET;
THENCE SOUTH 61° EAST 57 FEET;
THENCE SOUTH 66°30' EAST 258 FEET;
THENCE SOUTH 67°15' EAST 726 FEET;
THENCE SOUTH 5.2 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THAT PORTION OF SAID GOVERNMENT LOT 4 LYING SOUTH OF THE NORTH 420.38 FEET AND SOUTHWESTERLY OF RAILROAD RIGHT OF WAY INDUSTRIAL SPUR;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN BURLINGTON NORTHERN INDUSTRIAL RIGHT OF WAY SPUR;

TOGETHER WITH ANY ACCRETED PROPERTY ADJACENT THERETO AND NORTH OF THE NORTHERN LINE OF ORDINARY HIGH WATER OF THE STILLAGUAMISH RIVER PURSUANT TO STIPULATED JUDGMENT QUIETING TITLE IN ACCRETED LAND FILED IN SNOHOMISH COUNTY UNDER SUPERIOR COURT CASE NUMBER 07-2-01934-9.

PARCEL D:

ALL THAT PORTION OF GOVERNMENT LOT 4 OF SECTION 23, TOWNSHIP 32 NORTH, RANGE 3 EAST, W M, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4,
THENCE NORTH 78°00'00" WEST 211.2 FEET;
THENCE NORTH 73°00'00" WEST 429 FEET;
THENCE NORTH 63°00'00" WEST 94. FEET;
THENCE NORTH 22°45'00" EAST 80 FEET TO COUNTY ROAD;
THENCE SOUTH 67°15'00" EAST TO THE EAST LINE OF SAID GOVERNMENT LOT 4;
THENCE SOUTH 5.2 FEET TO POINT OF BEGINNING;

EXCEPT ANY PORTION THERE OF LYING NORTHERLY OF THE SOUTHERLY RIGHT OF WAY BOUNDARY OF STATE HIGHWAY NO. 1-Y (SR 532).

ALL SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

PARCEL E (HOUSE):

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 32 NORTH, RANGE 3 EAST, W.M.;

THENCE NORTH 83°15'00" EAST 461.9 FEET;
THENCE SOUTH 03°57'00" WEST TO THE MEANDER LINE OF STILLAGUAMISH RIVER;
THENCE NORTHWESTERLY ALONG SAID MEANDER LINE TO THE POINT OF BEGINNING;

PLUS THAT PORTION OF VACATED COUNTY ROAD;

AND LESS GREAT NORTHERN INDUSTRIAL SPUR TRACK.

TOGETHER WITH ANY ACCRETED PROPERTY ADJACENT THERETO AND NORTH OF THE NORTHERN LINE OF ORDINARY HIGH WATER OF THE STILLAGUAMISH RIVER PURSUANT TO STIPULATED JUDGMENT QUIETING TITLE IN ACCRETED LAND FILED IN SNOHOMISH COUNTY UNDER SUPERIOR COURT CASE NUMBER 07-2-01934-9

ALL SITUATE IN SNOHOMISH COUNTY, WASHINGTON.

TAX PARCEL NUMBERS: 320324-003-001-00, PTN. 320324-003-047-00,
PTN 320323 -004-004-00, 320323-004-007-00 and
320324-003-003-00

- SITUS ADDRESS: 10520 SARATOGA DRIVE, STANWOOD, WA

(The balance of this page intentionally left blank)

This conservation easement is subject to all covenants, conditions, restrictions, easements and other matters of record existing on the date of this Grant of Conservation Easements, including:

Easement, including terms and provisions contained therein:

In Favor Of: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution system
Recorded: December 22, 1965
Recording No.: 1833164

Easement, including terms and provisions contained therein:

Recording No.: 2137033 and 2137034
In Favor of: Cascade Natural Gas Corporation, its successors and assigns
For: Pipeline or pipelines for the transportation of oil, gas and the products thereof

Unrecorded easements and public servitudes, if any, lying within that portion of subject property formerly known as Old Utsalady-Stanwood County Road No. 90.

Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 9010195002.

Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 9012115007.

The terms and provisions contained in the document entitled "Acknowledgement of Lots created by Testamentary Provisions or the Laws of Descent Notice"

Recorded: July 02, 1998
Recording No.: 9807020216

Any question that may arise due to the shifting and/or changing in the course of the Stillaguamish River.

Any lien or liens that may arise or be created in consequence of or pursuant to an act of the legislature of the State of Washington entitled "An Act prescribing the way in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging

to the state, granting rights of way across lands belonging to the State", approved March 9, 1893.

Rights of the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence).

Matters disclosed by any survey recorded in the records of the Snohomish County Auditor prior to the recording of this Conservation Easement.

Prescriptive easement rights to cross the Property.

Grantor does not warrant the location of any boundary line or ownership in the vicinity of any boundary line, and does not warrant against adverse possession claims or prescriptive easements affecting the property.

Unofficial Document

EXHIBIT B

(BASELINE DOCUMENTATION)

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SW-13-031/Conservation Easement 9.9.14

I. CURRENT CONDITIONS

The subject property is a former dairy farm which, until acquired by the City of Stanwood, continued to be used for some farm animal grazing and as a storage site for recreational and motor vehicles and other personal property. The property is improved with a 1344-square-foot house built in 1928 in fair condition, a 2800-square-foot equipment storage shed, also in fair condition, and several other dairy-farm-related outbuildings in fair to poor condition. Concrete pads and access drives adjoin most of these structures. Additional concrete pads lie south and west of the barn complex. The barn structures are located in approximately the northeast quarter of the subject property. The house is located in the northerly portion of the southeast quarter of the property. Vacated Old Utsalady-Stanwood County Road #90, a concrete road crosses the property in an east-west direction, approximately midway through the property. A Great Northern Railway (BNSF) industrial spur track right of way, 60 to 75 feet in width, running roughly parallel to the Stillaguamish River, transects the northerly portion of the property from the accreted lands along the river. The remainder is grassland.

II. PROPERTY DATA

A. Present Use.

Present uses are public park, river access and public gathering spaces, with anticipated uses of public education, storage of supplies and equipment used for the maintenance of the remainder of the conservation easement area, public parking, public restrooms, meeting areas, a commercial kitchen in the existing residence, facilities for a public farmers and crafts market, including market stalls, and a boat launch for non-motorized boats.

B. Accessibility and Road Frontage.

The entire northerly line fronts on SR 532. The property has one established access on SR 532. An additional access running under SR 532 crosses private property and may not have formally established rights of access.

C. Land Area.

~17.65 acres

D. Land Shape.

Irregular, bounded by the Stillaguamish River on the southerly boundary, SR 532 on the northerly boundary and private ownerships on the east, with the northern portion transected from the accreted lands by the Great northern Railroad (BNSF) spur track right of way.

E. Land Contour and Elevations.

Generally level with elevations ranging from approximately 3 feet to 16 feet above sea level.

F. Minerals and Soil.

Puget silty clay loam

G. Flood Zone Information.

Located in Zone AE of the FEMA Flood Insurance Rate Map, community panel no. 53061C0332 E, which bears an effective date of November 8, 1999 and is in Special Flood Hazard Area Zone (areas inundated by 100-year flood).

H. Flora.

Pasture and some residential landscaping

I. Wetlands.

Wetlands are located between the edge of the ordinary high water mark of the Stillaguamish River and the south boundary of the Great Northern Railway (BNSF) spur track.

III. PICTORIAL ASSESSMENT OF CURRENT SITE CONDITIONS

The following photographs of the Protected Property are not in recordable form and are available and on file with the Snohomish County Parks and Recreation Department:

- #1 House and yard
- #2 Barn complex view from the westerly grasslands looking toward the east
- #3 Old Barn
- #4 Vacated Old Utsalady-Stanwood Road

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SW-13-031/Conservation Easement 9.9.14

- #5 Grasslands view toward west
- #6 Accreted lands along the Stillaguamish River Estuary looking easterly
- #7 Aerial view of barn complex
- #8 Aerial view of entire easement property

Said photographs demonstrate current site conditions, features, typical flora, and impact of human development

Unofficial Document



Adopted June 23, 2016

Resolution No. 2016-16

Respectfully Prepared by Theresa Metzger, IRIS Consulting

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1 ACKNOWLEDGEMENTS

The City of Stanwood would like to gratefully acknowledge the following people and organizations for their involvement in, and support of, the Ovenell Park & Hamilton Landing Master Plan. In particular, the City would like to express its deep appreciation for the hours spent by the Community Advisory and Technical Advisory Committees – without whom this Master Plan would not be possible.

Elected Officials

Leonard Kelley	Mayor
Rob Johnson	City Council
Arne Wennerberg	City Council
Elizabeth Callaghan	City Council
Timothy Pearce	City Council
Larry Sather	City Council
Conrad Ryer	City Council
Dottie Gorsuch	City Council

City Staff

Deborah Knight	City Administrator
Ryan Larsen	Community Development Director
Kevin Hushagen	Public Works
Lisa Sokolik	Public Works
Trevor Harrison	Public Works

Knowledge Experts

Terry Stevens	Padilla Bay
Jim Ballew	Jennings Park
Mike Remle	River Meadows Park
Dave Hayes	State Representative
Mary Margaret Haugen	Former State Senator
Dave Thomsen	Bonhoeffer Gardens

Community Advisory Committee

AnnMarie Hall	Community Member
Bob Hitz	Community Member
Bob Sandoz	Windermere, Stanwood Planning Commission
Carol Triplett	Friends of Camano Island Parks
Christie Connors	Stanwood-Camano Community Resource Center
Chris Carlson	Stanwood High School
Chuck Gittings	Center for Wooden Boats
Dan Lien	Stanwood Area Historical Society
Darryl Main	School District FFA
Dianne White	Former Stanwood Mayor
Ellen Hiatt	Discover Port Susan
Erik Krieg	Community Member
Irene Stewart	Community Member
Jerry Will	Camano Island Chamber of Commerce
Jim Beneteau	Pilchuck Audubon
Judy Williams	Chicago Title, Stanwood Planning Commission
Laura Byers	Coastal Community Bank, Snow Goose Festival
Leslie Collings	Port Susan Farmers Market
Lori Cummings	Everett Parks
Oisteen Boge	Stanwood Lions Club
Penny Buse	Stanwood Area Historical Society
Ramona Snowden	Community Member
Rick Hawkins	Stanwood Police, Stanwood Chamber of Commerce
Rob Sendak	Washington Water Trails Association
Roger Johnson	Community Member
Ryan Ovenell	Ovenell Family



Technical Advisory Committee

Catherine Desjardin	Army Corps Engineers
Chuck Hazelton	Stillaguamish Flood Control District
Doug Gresham	Washington State Department of Ecology
Jeff Wheeler	WA State Parks
Kathleen Herrmann	SnoCo Public Works Watershed Steward
Kye Iris	WA Fish and Wildlife
Linda Nuenzig	Snohomish County Ag coordinator
Loren Brokaw	WA Fish and Wildlife
Pat Stevenson	Stillaguamish Tribe
Paul Anderson	Washington State Department of Ecology
Sharon Swan	Snohomish County Parks
Tracey Boser	Stillaguamish Tribe Archive Specialist
Tyler Breum	Diking District 7

Consulting Team

Theresa Metzger	Iris Consulting, Facilitator
Dan Nelson	Designs Northwest Architects Inc, Schematics & Expertise
Jayne Zold	Designs Northwest Architects Inc, Schematics & Expertise

2 INTRODUCTION

Welcome to the Master Plan for Ovenell Park and Hamilton Landing. The development of this plan has been an intensely collaborative effort utilizing the expertise of City Staff, Technical Advisors, Community Advisors, Expert Resources and – very importantly – community input.

Both of these parks were purchased with Conservation Futures Grants from Snohomish County in recognition of their ability to provide unique opportunities to increase access to passive recreation activities (walking, kayaking, and bird watching); improve estuary habitat; educate residents and visitors; protect an important part of the Puget Sound ecosystem; and preserve the Ovenell dairy farm and Hamilton Lumber site which are important parts of Stanwood’s history.

Visitors and new residents are barely aware of the river that was the commercial connection for new farmers and businesses in the lower Stillaguamish River Valley from the late 1800s. Indeed, they can only see the Stillaguamish River in the distance as they ride over the bridge on State Route 532.

Because both properties are located just off SR 532, at the confluence of the Old Stillaguamish Channel and Skagit Bay, they provide a chance for residents and visitors to reconnect with the river estuary system that is such an important part of Stanwood’s past, present and future. In addition, use of the properties for passive recreation and public access is an opportunity to meet the preservation goals of the shoreline master plan and Port Susan Stewardship Area.

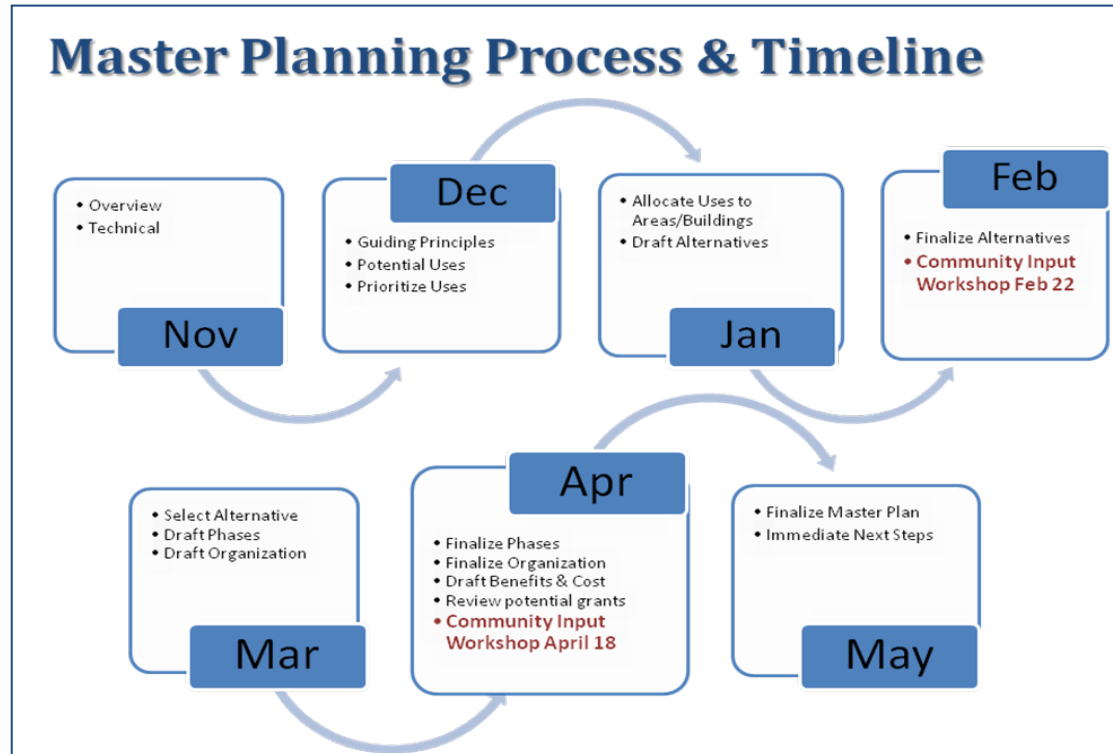


3 EXECUTIVE SUMMARY

The purpose of this Master Plan is to:

- Provide **community input and guidance** to City Staff for the development of Ovenell Park and Hamilton Landing.
- Create the necessary framework for **grant applications**.
- Develop a **support team** who can provide advice on the ongoing development and operation of Ovenell Park.

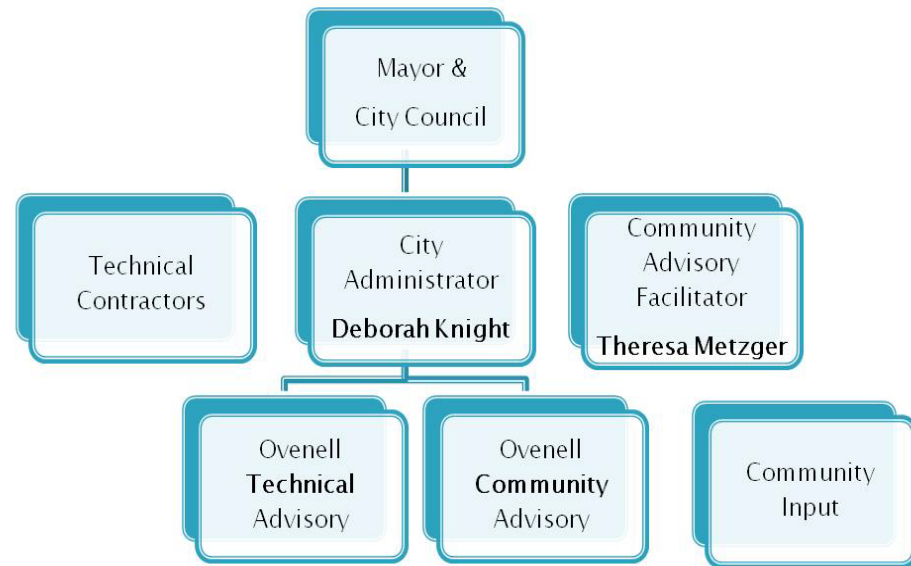
The future benefits of Ovenell Park and Hamilton Landing are multi-fold and fall into the recurring Master Plan themes of *Nature, History and Community*. Enhancing wildlife, wetland and shoreline habitats; ensuring the preservation of these important landmarks of the region's history; preserving public access to the Old Stillaguamish River Channel and estuary system - along with providing much-needed community gathering, recreational and educational opportunities - are all outcomes that can be expected as these unique parks are developed.



4 COMMUNITY & TECHNICAL INPUT

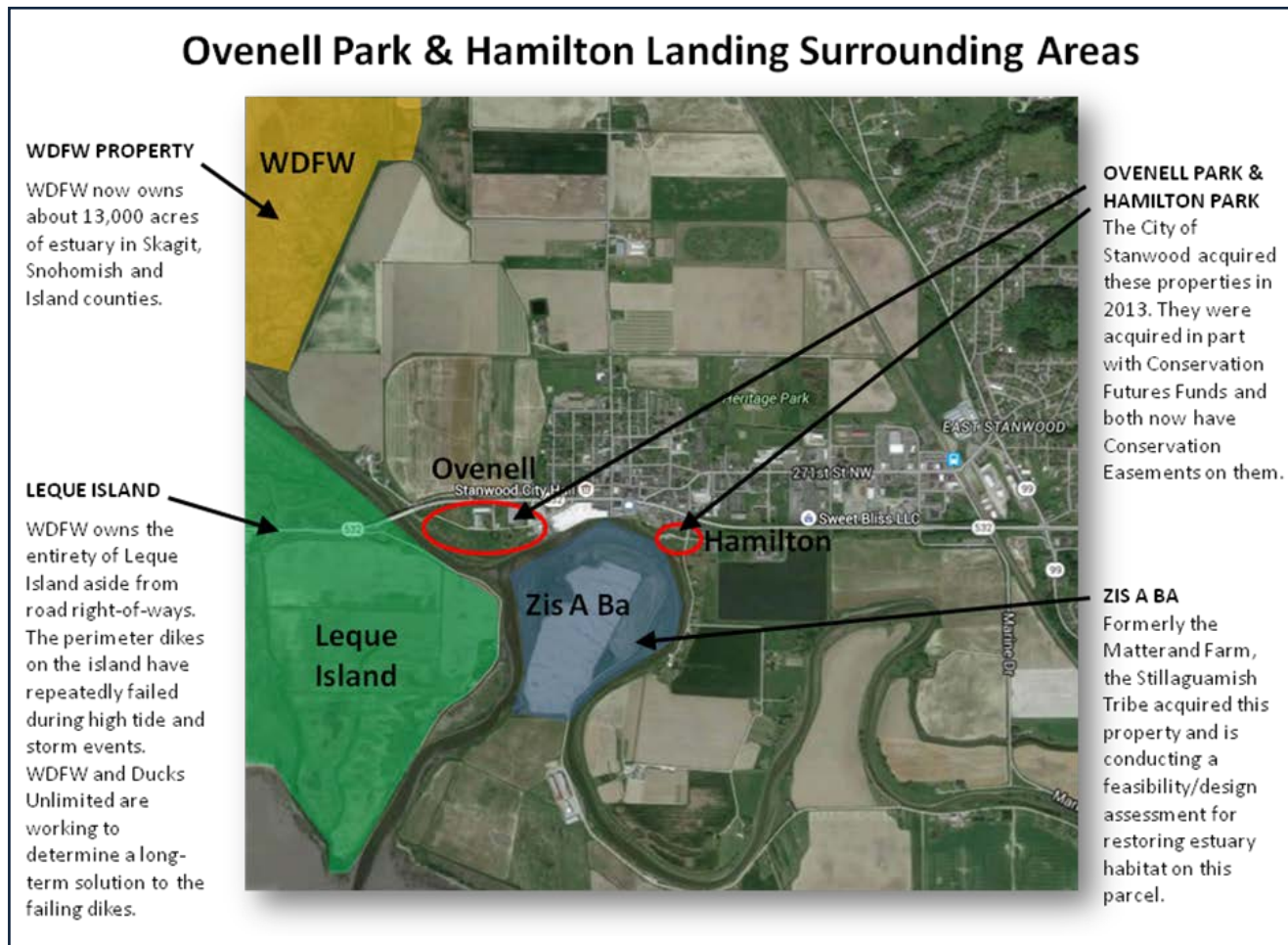
Community and Technical Input have both been cornerstones during the development of this Master Plan, as shown in the Organization Structure below.

- **The Community Advisory Committee** provided a forum for community input as well as guidance to City Staff for the development of Ovenell Park and Hamilton Landing. The committee consisted of 26 members and met 9 times for a minimum of two hours each time. All told, this represents over 300 hours of volunteer effort.
- **The Technical Advisory Committee** from regional and state agencies met three times at strategic points to review the contents of the plans. Their input was invaluable and provided expert direction.
- **Community Open Houses** were also a key feature of developing this Master Plan. Four Open Houses engaged the public and neighboring landowners and businesses. Approximately 120 attendees provided over 60 comments suggestions. The Open Houses provided excellent feedback and also resulted in increased engagement that produced additional Community Advisory members as well as participants who are interested in helping the parks come to fruition. *Open House Feedback is included in in Appendix A.* A workshop was also held with elected officials to ensure their feedback and questions were received – along with regular updates at Planning Commission and City Council meetings.



5 REGIONAL CONSIDERATIONS

Prior to developing the plans for these parks, a review of the plans for the surrounding areas was conducted. This crucial step ensured that the Master Plans for Ovenell and Hamilton leveraged the unique opportunities available as a result of increased estuary habitat alongside both parks. In addition, these sites offer excellent opportunities for adding to the Cascade Marine Trail.



6 OVERALL TECHNICAL CONSIDERATIONS

Once the potential of the surrounding areas was understood, a review of the restrictions placed on both properties was conducted. The following reviews were conducted for both properties. Additional assessments were conducted for Ovenell Park and are included in that section.

6.1 SNOHOMISH COUNTY CONSERVATION FUTURES GRANT CONSIDERATIONS

As mentioned in the Introduction, both of these properties were purchased with Conservation Futures Grants from Snohomish County. Therefore, Conservation Easements have been placed on both properties in order to *“assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values.”*.

In practical terms, this means that **Passive Uses** are allowed such as trails, interpretive and farmers market centers, boat launches for non-motorized boats and habitat enhancement while **Active Uses** such as ball fields and use by motorized vehicles are not allowed. In addition, the following Building Restrictions were taken in consideration:

- Current buildings may be maintained, repaired, replaced, remodeled, upgraded, demolished and/or rebuilt, but footprints cannot be enlarged or increased.
- New buildings, structures, improvements or equipment of any kind (other than passive improvements) are prohibited.
- If at any time a structure is demolished, and restoration or rebuilding is not started within eighteen (18) months, and the structure's area is returned to natural and open space, no building can then be constructed in that location.
- Any construction, expansion, repair or other development activity is prohibited that would result in more than ten percent (10%) of the area, exclusive of existing structures, being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

6.2 ENVIRONMENTAL & ARCHEOLOGICAL ASSESSMENTS

A Phase 1 Environmental Assessment was conducted for both properties and concluded that *“No recognized environmental conditions, controlled recognized environmental conditions or historical recognized environmental conditions were identified for the subject property.”*

7 COMPARABLE PARK TOURS

An important step towards developing the Master Plans for these two properties was to conduct a series of tours of Comparable Parks. Members of the Community Advisory Committee, along with City Staff and the Consulting Team, toured four regional parks which were selected based on meeting all of the following criteria:

- Water Frontage
- Wetlands
- Public Buildings
- Former Farm
- Passive Recreation

Up to six Community Advisory members attended each tour, which were hosted by the directors of each park. A site visit checklist was used, and photographs and notes were taken to capture important park features. *Detailed results are included in Appendix B.*

The results of these tours cannot be overstated. Along with motivating all of the attendees, the tours provided a wealth of information regarding “lessons learned” for planning, implementing and operating. This crucial information was referenced throughout the Master Planning Process.

Comparable Park Tours

Sept 25, 2015	Bonhoeffer Gardens <i>Stanwood</i>
October 16, 2015	Padilla Bay National Estuarian Research Preserve <i>Mount Vernon</i>
October 19, 2015	Jennings Park <i>Marysville</i>
October 21, 2015	River Meadows Park <i>Arlington</i>

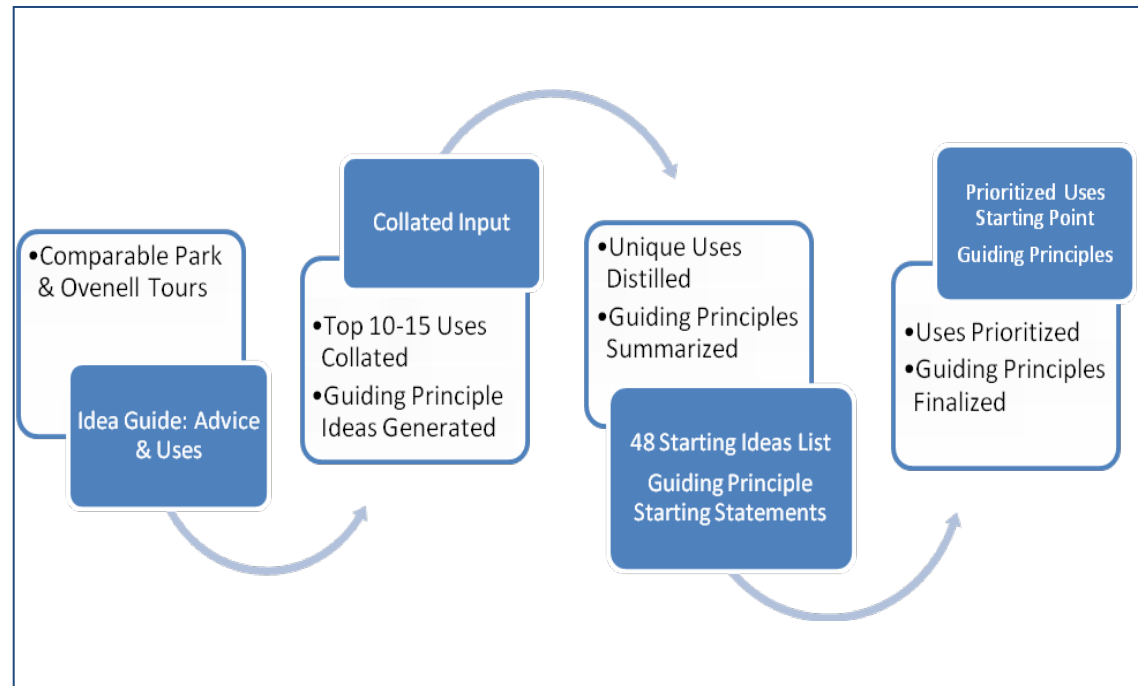


8 GUIDING PRINCIPLES & PRIORITY USES

Once the Comparable Parks tours were completed, the resulting information was collated and separated into two categories:

- **Advice/Lessons Learned:** instrumental in developing the Ovenell & Hamilton Guiding Principles
- **Park Uses:** the basis for identifying potential community uses of Ovenell Park and Hamilton Landing

The Guiding Principles and the Prioritized Uses were developed together using the collaborative process shown to the right.



8.1 GUIDING PRINCIPLES: NATURE, HISTORY & COMMUNITY

The Community Advisory Committee, in conjunction with City Staff, developed the Guiding Principles for Ovenell Park and Hamilton Landing during several energetic brainstorming sessions. The results clearly showed that community priorities for these two parks fell into the following **Nature, History and Community** categories:

- Education/Heritage
- Wildlife/Wetlands/Nature
- River
- Connectivity
- Community
- Accessibility
- Financial & Energy Sustainability
- Safety

The evolution of the Guiding Principles is included in Appendix C, with the final Guiding Principles shown to the right. These principles were instrumental in forming the initial concepts for both Master Plans and were referenced on an ongoing basis as the plans were refined in response to additional Community and Technical input.

Connect with Nature, History and Community at Ovenell Park and Hamilton Landing!

Two Riverfront Parks That:

- *Celebrate and preserve Stanwood's cultural, historical and environmental heritage*
- *Connect to the vibrant wildlife and recreation of the Stillaguamish River and surrounding habitats*
- *Provide a variety of event and gathering spaces for Stanwood, Camano Island and neighboring communities and families*
- *Offer recreational and educational opportunities for all ages, abilities and seasons*
- *Are maintained through community partnerships and programs - and are designed for safety, low maintenance and low operating costs*

8.2 PRIORITIZED USES

To develop a prioritized list of community uses for Ovenell and Hamilton Parks, the Community Advisory Committee started with the uses identified during the Comparable Parks visits and added their own ideas based on their past experiences.

A full list of over 50 potential uses, and the process used to prioritize them, is included in Appendix D.

The top 15 uses are shown to the right. All of these – and much more – were included in the final Master Plans.

Top 15 Uses for Ovenell Park & Hamilton Landing

1. **Non-motorized boat launch** with safe access at all tides/currents (perhaps enlarge the drainage ditch)
2. **Trails/Hub** connecting to other areas
3. **Informational displays and signage** that shares the story of our native and European history of the land, the farming and industrial community, and the natural environment
4. **Venue for local events** such as the Farmers Market, holiday events, art shows, festivals
5. **FFA/4H program space** – potentially livestock, small animals, environmental etc
6. **Education center** for school programs and activities
7. **River access** (steps, path)
8. **Large open grass areas/amphitheatre** for picnics, outdoor movies, concerts and events.
9. **Wetland restoration**
10. **Boardwalks** - around or through wetland
11. **Viewing tower**
12. **Multi-purpose community space/conference center** with kitchen, bathroom, lobby, meeting room
13. **Offices/Working Space** for recording/tracking changes to park and surrounding areas – potentially for Stanwood Parks Dept/other uses
14. **A trail on the levee** which provides views
15. **Backyard Wildlife Habitat**

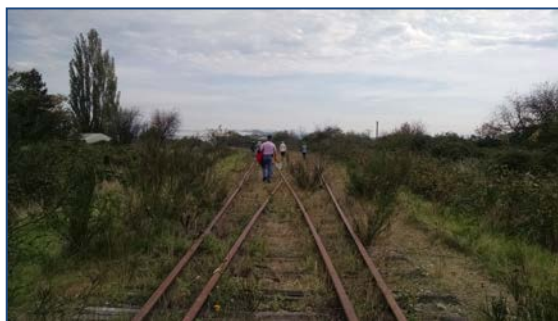
9 OVENELL PARK MASTER PLAN

The 15-acre Ovenell property is a former dairy farm with a long history. The site includes the old milking parlors and barns used by the Ovenell family for milk production. The farm was recognized in 1989 by the Washington State Department of Agriculture as a “Centennial Farm”.

While there are technical challenges inherent in the property (such as wetlands, traffic access and a bisecting railway spur), the potential of Ovenell Park is such that it makes addressing these challenges more than worthwhile. This potential is that of creating a regional asset that will be a gem for all of northern Snohomish County – one that encourages community and family gatherings, connecting with the boundless nature that is Port Susan Bay and Skagit Bay, and honoring the history of what makes Stanwood such a special place to live.

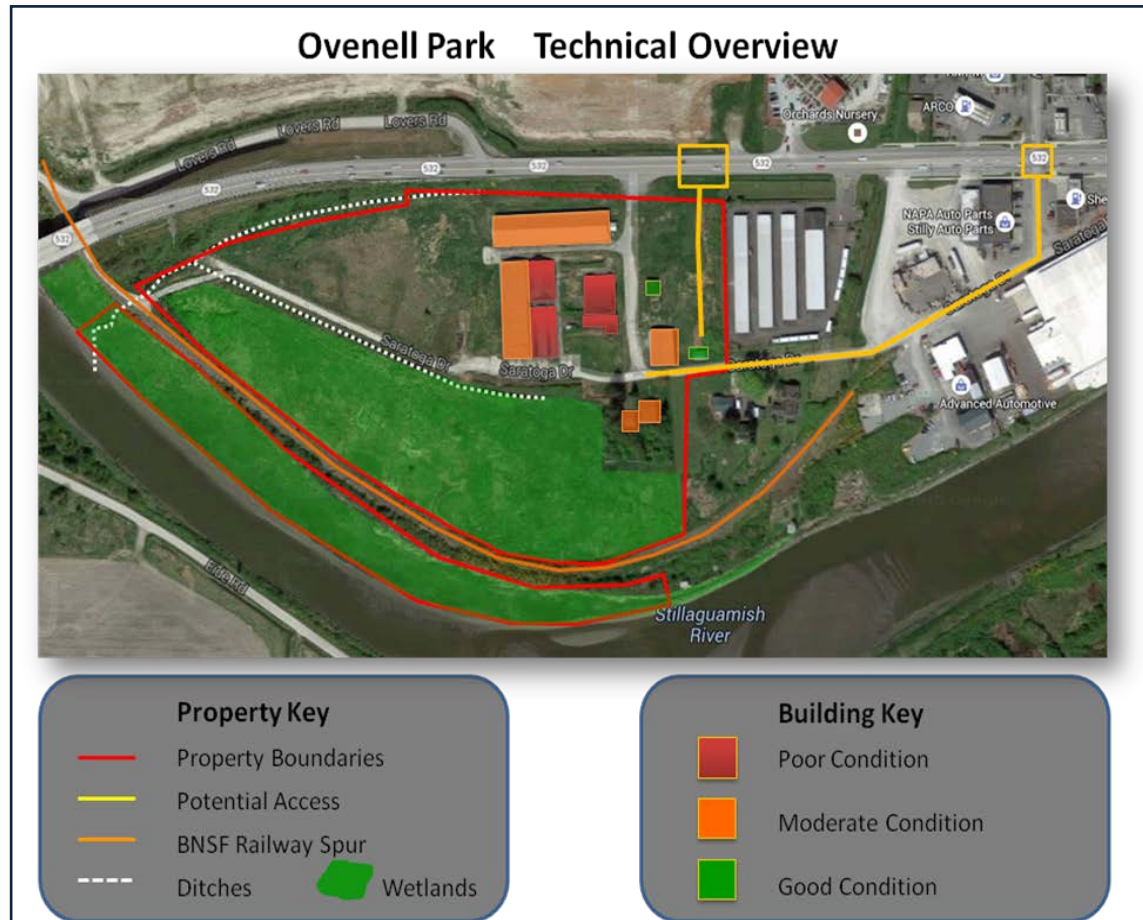
The economic implications of Ovenell Park are extraordinary. The park has the potential for hosting events, festivals, weddings, reunions, concerts, wetland and habitat programs, wildlife viewing, historical artifacts, educational opportunities, walking trails, connecting with nature and wildlife and much more. Each of these has a positive economic impact – all together they create the potential for a truly special place.

The Ovenell Park Master Plan that follows is an exciting compilation of community uses, habitat restoration and conservation, and historical educational and preservation opportunities. Implementation will be time-consuming and costly, however the benefits will last for generations to come.



9.1 OVENELL PARK TECHNICAL CONSIDERATIONS

The City of Stanwood contracted several studies for Ovenell Park to better understand the status of the property and the buildings. This information was used to provide a starting framework for the development of the Ovenell Master Plan and may be accessed on the City Website.



This illustration shows the collective results from the following studies:

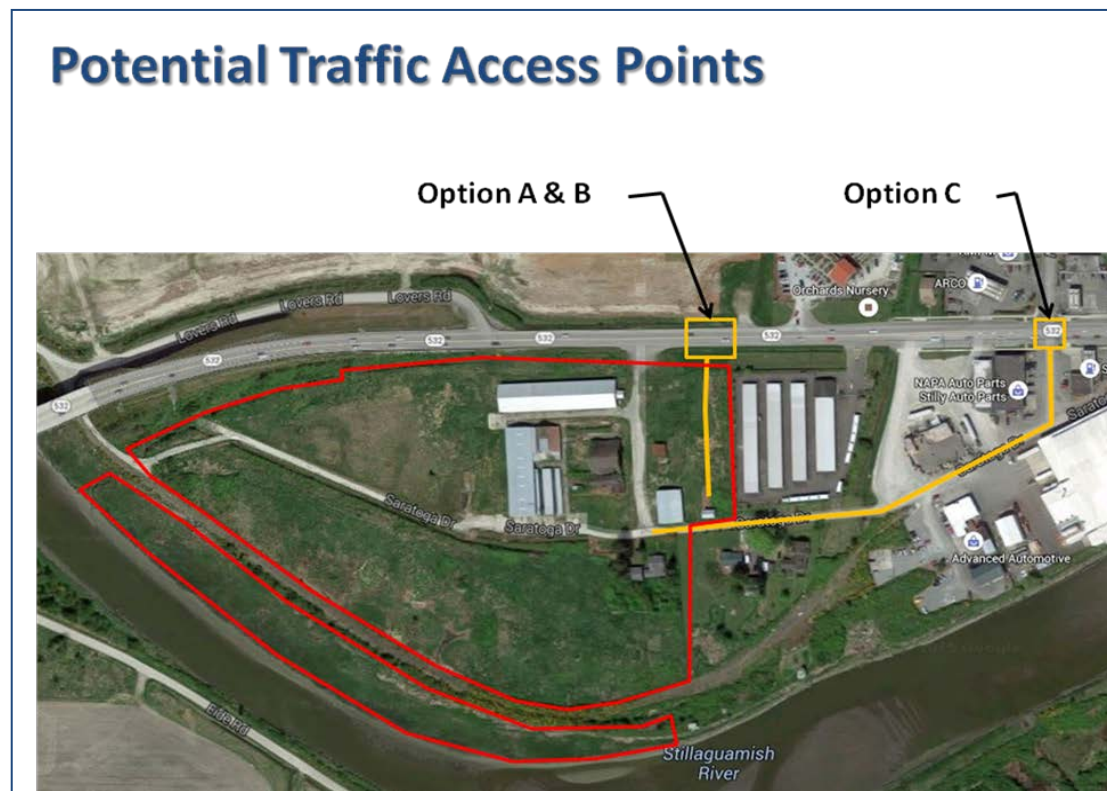
- Structural Assessment, OAC Services, October 2015
- Traffic analysis, Transpo Group, November 2015
- Wetlands Analysis, Confluence Environmental, November 2015 (revised May, 2016)

BNSF Railway Spur

- The BNSF railway spur essentially bisects the Park and has in the past served a major business, Twin City Foods.
- Conversations between the City and BNSF and Twin City Foods are ongoing.
- The implication for the Master Plan is the need to better understand how a potential walking path can be included along the river and how access to a prospective boat launch and dock can be obtained.
- These decisions will be made during the Implementation and Design Phase.

9.2 OVENELL PARK TRAFFIC CONSIDERATIONS

A significant amount of time was spent by the Community Advisory Committee reviewing the Traffic Assessment conducted by the Transpo Group. Three options were presented and are listed below. The Committee felt that additional traffic modelling would be necessary in order to select an option (see traffic statement below). The City has now received additional funding of \$300,000 in the most recent State Budget to conduct this modelling and develop a final design. The flexible design included in the Master Plan schematic can accommodate any of these traffic access options.



Traffic Access Options:

- A. Extended 532 Turn Lane
- B. 532 Roundabout
- C. 104th Ave Traffic Light

Community Advisory Traffic Statement

"While the Ovenell Community Advisory Committee recognizes the safety and cost benefits of Transpo's suggested solution (a roundabout), we recommend additional resources be allocated to better quantify and understand traffic impacts - for all options - before a final decision is made."

9.3 OVENELL PARK MASTER PLAN SCHEMATIC

The following forward-looking Ovenell Master Plan was developed by assigning the Prioritized Park Uses to the various buildings and areas of the park - guided by the technical considerations listed in the previous sections. *A larger, and more comprehensive, schematic showing photos of the current buildings and areas – and potential new buildings and areas - is included in Appendix E.*

This plan is the result of a comprehensive community process and significant background research. The plan shown on the following page was selected at a February 22 Community Open House as the preferred option, when compared to a plan did not include a boat launch. The plan adheres to the documented Grant and Technical requirements, addresses the Priority Uses and meets the Guiding Principles by including the following elements. Each element is described in the following pages.

Nature

- Wetland, Shoreline and Habitat Restoration
- Boardwalks, Trails & Viewing Tower
- Non-motorized Boat Launch & Dock
- Orchard & Demonstration Garden

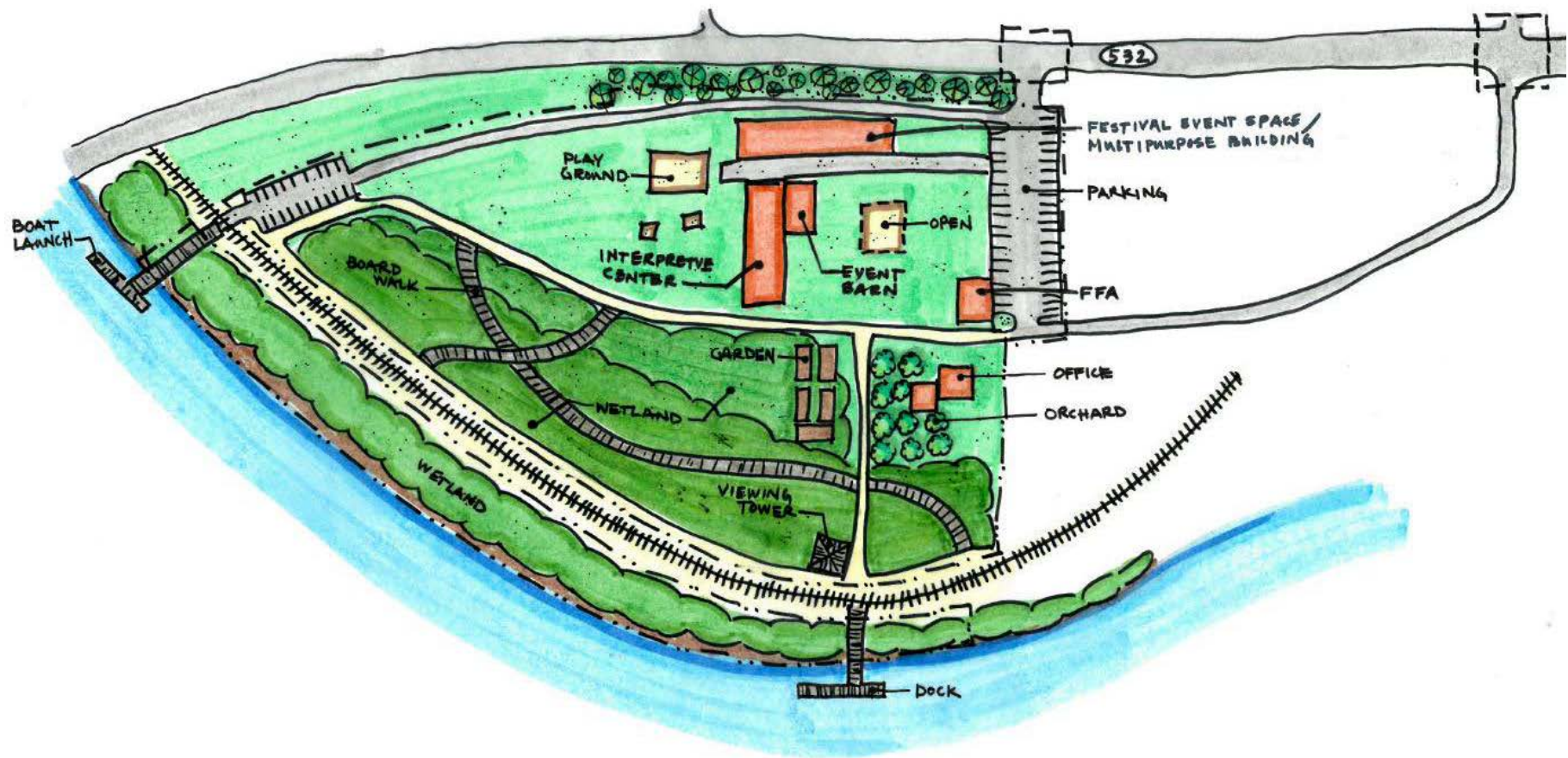
History

- Interpretive Center
- Heritage Event Barn

Community

- Picnic Areas, Playground & Public Art
- Indoor/Outdoor Venue for Local Events
- Multi-Purpose Community Space
- Large Open Grass Area/Amphitheatre/Stage
- FFA/4H Program and Display Space
- Traffic Access & Parking
- Offices/Working Space/Lodging

Ovenell Master Plan Preferred Option



9.4 OVENELL PARK MASTER PLAN DETAILS

Nature

- Wetland, Shoreline and Habitat Restoration: The river shoreline and wetland areas have the potential for hosting a variety of wildlife and plant life. Detailed plans will ensure that these sensitive riparian areas are restored and protected, for the benefit of local birds, insects, aquatic life and other wildlife. It is expected that the reclamation process will provide excellent volunteer and educational opportunities for local community groups and student organizations.
- Boardwalks, Trails & Viewing Tower: The Ovenell portion of Old Saratoga Road – once the primary access to Camano Island – will be reclaimed and turned into a trail together with historical markers. In addition, a trail along the river will be developed, together with a Viewing Tower which will allow for birdwatching and viewing Leque Island and the surrounding areas. Detailed designs for the River Trail will be dependent on future agreements with BNSF and therefore the trail may end up on either the railway itself, on the river-side of the railway or on the park-side of the railway. The River Trail and Saratoga Trail will both be connected to the wetlands via boardwalks, which will allow for enjoyment of this major component of Ovenell Park.
- Non-Motorized Boat Launch & Dock: An access road, parallel to Highway 532, will lead to a Non-Motorized Boat Launch and a small parking area for unloading kayaks, canoes and paddle boards. An additional dock will be located further east to allow for visiting watercraft. It is important to note that the Washington Department of Fish and Wildlife (WDFW), together with the Stillaguamish Tribe, are performing Hydrological Modeling of this area. Once this is complete, the complex interaction of tides, river fluctuation and shifting deposits will be better understood and will guide the detailed design of these important features.



- Orchard & Demonstration Garden: The apple orchard behind the existing farmhouse/garage will be rehabilitated - – it is possible that this can be performed by the SHS Horticulture Team together with local volunteers. The trees are in good shape and are bearing fruit – excellent for future cider pressing! A demonstration garden for historical grains, vegetables and flowers is also planned near the house/garage.



History

- Interpretive Center: The agricultural, environmental and cultural heritage of the Stanwood-Camano area will be celebrated in the 15,000 square foot barn which runs perpendicular to Highway 532. The space is large enough to display antique farm implements and potentially have educational displays and hands-on opportunities for families and students. It is unclear at this stage if the building will be remodeled or rebuilt.
- Heritage Event Barn: The smaller (4,000 sqft) of the two wooden barns will be rebuilt into an event Barn – while retaining a Heritage Barn “look”. This space is intended for small concerts, family reunions, weddings and other events.



Community

- Picnic Areas, Playground & Public Art: The large grassy area parallel to Highway 532, and next to the boat launch access road, will be set aside for family activities and will include a playground and picnic areas. In addition, Public Art will be installed at key points throughout the park.
- Indoor/Outdoor Venue for Local Events: The largest building (17,000 sqft) will be transformed into an indoor/outdoor community event space for use by the Farmer's Market, Art Festivals, Community Gatherings as well as regional uses.
- Multi-Purpose Community Space: A portion of the above building will be enclosed and will include restrooms, a kitchen and a meeting room.
- Large Open Grass Area/Amphitheatre/Stage: With the exception of the Heritage Event Barn, all of the remaining wooden dairy buildings will be removed and will be replaced by a large open grassy space that can be used as an amphitheatre or as an additional event space (potentially with temporary tents or kiosks). In addition, a portable stage may be set up for weddings, concerts or plays.
- FFA/4H Program and Display Space: The unfinished metal shed next to the parking lot is designated for use by the Stanwood High School Future Farmers of America and/or the local 4H or other youth agricultural organizations. The intention is to provide space for their programs as well as the opportunity for sharing these with the community.
- Offices/Working Space/Lodging: The current farmhouse and garage will be remodeled and/or rebuilt into office space for use by the Stanwood Parks Department and other regional partners. The potential for adding a small lodging space onto a second floor – for use during weddings or by a caretaker – will also be considered.
- Traffic Access & Parking: As mentioned, the final traffic access design is still to be determined. The parking lot, currently designed to accommodate approximately 60 -100 cars, will need to be paired with offsite festival and event parking.



10 HAMILTON LANDING MASTER PLAN

Hamilton Landing is a 2-acre parcel located off of 98th Ave and adjacent to the Stillaguamish River. While it is smaller than the 15-acre Ovenell Park, it has an abundant history as a former lumber mill and therefore as an industrial influencer of Stanwood's economic development. The iconic Hamilton Smokestack was built in 1927 to elevate the smoke from the burning refuse so it wouldn't blow into town. The smokestack is still visible from Highway 532 all the way through Stanwood, and many children and adults alike delight in observing the lighted decorations, hung by the Stanwood Lions Club, at intervals throughout the year.

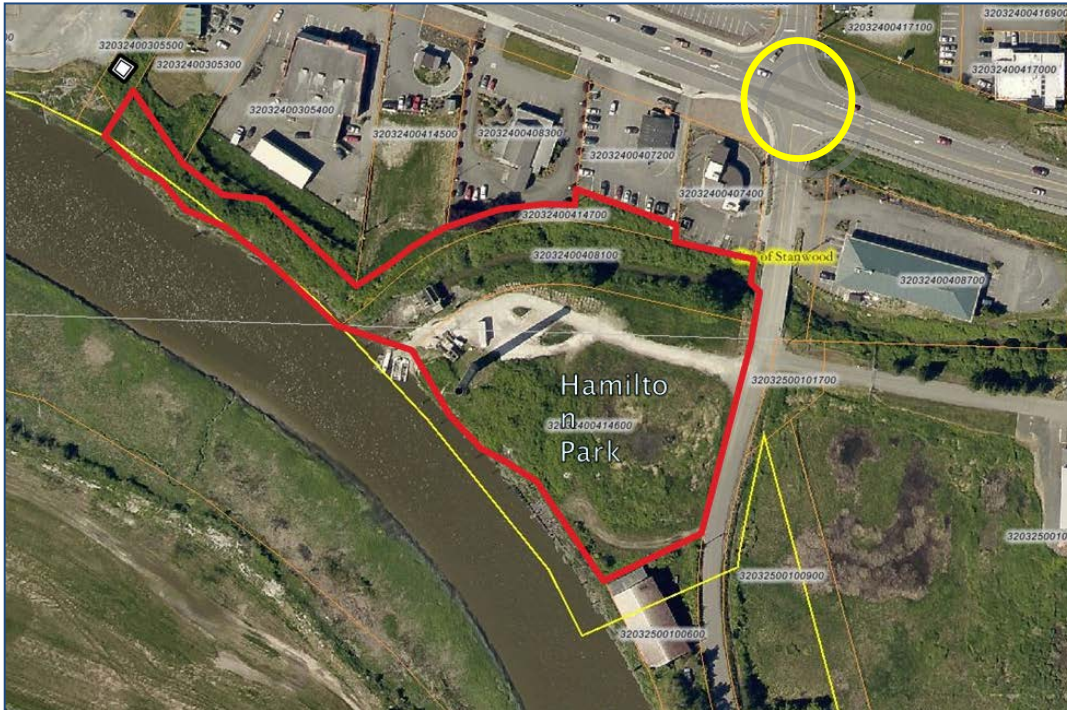
The Hamilton property is one of the few locations where residents and visitors can access the Stillaguamish River and view the unique marine estuary created by the confluence of the Stillaguamish River with Port Susan Bay and the surrounding tidal lands. There are territorial views of Port Susan Bay, Camano Island and the Olympics and the surrounding river properties are rich with birds and other wildlife.

An unexpected feeling of tranquility belies its location behind several businesses located along highway 532. It is located across the river from the former Matterand Farm, now renamed Zis-A-Ba and owned by the Stillaguamish Tribe. An old dock is still located on the property, along with several additional remnants of the Hamilton Lumber Mill such as a "Bunker" and "Beehive Burner".



10.1 HAMILTON LANDING TECHNICAL & TRAFFIC CONSIDERATIONS

While a formal wetlands study or traffic analysis have not been completed for the Hamilton property, there are several technical considerations that were taken into account as the Hamilton Landing Master Plan was developed.



Hamilton Landing Technical Considerations

- Stanwood Lions Club retains the right to hang seasonal decorations on the smokestack in the purchase agreement
- 98th Ave Intersection is designated “Service Level E”, which does not comply with City requirements
- Wetlands may exist in the center of the property
- Coastal Bank and the City are negotiating a property swap on the north side of Irvine slough
- Transocean currently leases the right to use the boat launch at the outflow of Irvine slough
- The slough outflow can be very turbulent at times, making it potentially dangerous for launching non-motorized craft
- The property has flooded as recently as March 2016

10.2 HAMILTON LANDING MASTER PLAN SCHEMATIC

The following Hamilton Landing Master Plan was developed by considering the Guiding Principles, along with the complementary uses already assigned to Ovenell Park. Guided by the technical considerations listed in the previous section, the Community Advisory Committee leveraged the surrounding beauty of the site along with its significant historical features.

While the economic implications of Hamilton Landing are less significant than Ovenell Park, they are still evident. The park has the potential for hosting community and family events, wildlife viewing, historical educational opportunities, walking trails, connecting with the river, nature and surrounding wildlife. Each of these has a positive economic impact and can draw local and regional visitors – especially when combined with Ovenell Park.



Hamilton Landing Master Plan Elements

As with Ovenell Park, the Guiding Principles for Hamilton Landing are *Nature, History and Community*. The Master Plan includes elements in each of these vital categories, which are listed below and described further in the following pages.

Nature

- Walking trails
- Gated Boat Launch
- Open Space
- Restored Dock + Covered Kiosk
- Seasonal Non-Motorized Boat Launch Ramp

History

- Industrial Heritage Plaza
- Restored/Converted burner and bunker buildings

Community

- Parking
- Playground
- Restroom
- Picnic Area

Hamilton Landing Master Plan



10.3 HAMILTON LANDING MASTER PLAN DETAILS

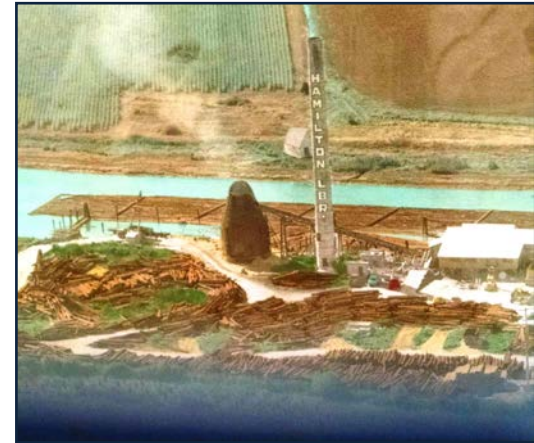
Nature

- Walking trails: Two walking trails will be included in Hamilton Landing. The River Frontage Trail will extend from the parking area towards the Industrial Heritage Plaza, across Irvine Slough and then along the river. The Irvine Slough Trail will lead back from the river, along the north side of the slough and connect with 98th Ave. ADA requirements will be included as these trails are designed.
- River Frontage and Open Space: The existing river frontage will be reclaimed and converted into a riparian habitat. In addition, identified wetlands will be restored and open space created.
- Gated Boat Launch: The current boat launch is located next to the Irvine Slough outflow, which can frequently cause significant turbulence. For safety reasons, it will be gated off and will be used for emergency purposes. The Fire District and other emergency personnel will have access keys.
- Restored Dock + Covered Kiosk: The current dock is in significant disrepair and will be replaced. A small fishing area will be included along with a covered kiosk for shelter and information.
- Seasonal Non-Motorized Boat Launch Ramp: Hamilton Landing has flooded as recently as March, 2016. Therefore a non-motorized hand-launch ramp will be seasonal in design so that it can be removed for the late fall, winter and early spring.



History

- Industrial Heritage Plaza: The industrial heritage of the site will be celebrated in an Industrial Plaza which will include the iconic Hamilton Smokestack, the existing “bunker” building and a re-built “Beehive Burner”. Each of these buildings will be secured and will include historical signage and other displays. The local Lions Club will have access to the “Beehive Burner” for storage of their smokestack decorations and equipment. In addition, a viewing platform may be added to the “Beehive Burner”.



Community

- Parking: The parking area will accommodate approximately 30 cars – with some additional parking available in a designated “Lions Club” parking lot (which can be gated off when necessary). A separate entrance and exit will be included for the parking area.
- Playground/Picnic Area: A small playground will be included in the open space – as will picnic spaces.
- Restroom: A restroom building will be designed in conjunction with the dock and will be ADA accessible.



11 OVENELL PARK & HAMILTON LANDING CONNECTIVITY

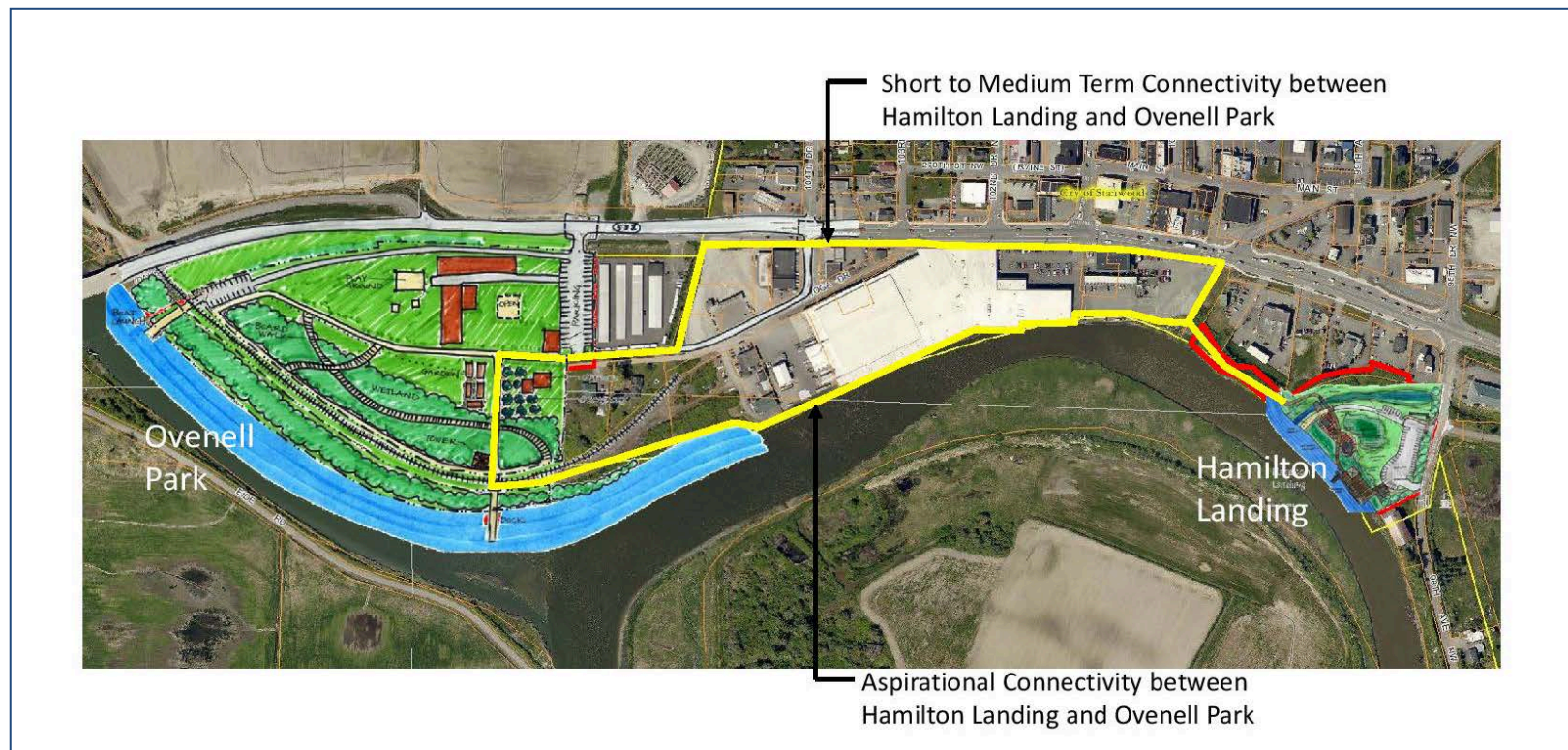
One of the most exciting aspects of Ovenell Park and Hamilton Landing is the potential to connect the two parks via walking trails. The following schematic shows two potential connectivity options. The City of Stanwood is currently developing a Non-Motorized Trails Plan, which will consider and plan for these potential trails options.

Short-Medium Term

- Takes advantage of existing City sidewalks

Longer Term/Aspirational

- A future riverwalk which could potentially extend behind Twin City Foods



12 IMPLEMENTATION BUDGET & TIMELINE

A high-level Implementation Budget and Timeline was developed for both parks by following these steps:

1. Create a list of all Capital Elements for each park (buildings, trails, parking, etc)
2. Estimate costs for each element based on past City Staff and Architectural experience
3. Place each element on a calendar and developed phases
4. Review and update with Technical Advisory and Community Advisory

While this is necessarily a preliminary framework, it does provide a starting point for future activities such as Grant Applications, Partnerships and Immediate Next Steps. *The detailed Budget, Phasing and Timeline Spreadsheets are included in Appendix F.*

Hamilton	\$ 6,640,000
Design, Engineering & Permitting (20%)	\$ 1,328,000
Hamilton Total	\$ 7,968,000
Ovenell	\$ 15,880,000
Design, Engineering & Permitting (20%)	\$ 3,176,000
Ovenell Total	\$ 19,056,000
FULL TOTAL	\$ 27,024,000

Budget & Timeline: BY THE NUMBERS

1. **Timeline:** 10 Years
2. **# Capital Elements:** 53
(Hamilton 24 + Ovenell 29)
3. **# Capital Element Categories:** 6
(Community, Greenspace, Trails, River Access, Buildings, Traffic)
5. **Phases**
 1. **PHASE 1:** 2016 – 2018, \$9.06 M
Clean Up, Site Security & Early Public Use
 2. **PHASE 2:** 2019 – 2021, \$13.164 M
Establish Wetlands, Trails & River Access, Start Construction
 3. **PHASE 3:** 2022 – 2025, \$4.8 M
Building Construction & Final Traffic Access

12.1 POTENTIAL FUNDING & RESOURCES

While the estimated budget for implementing Ovenell Park and Hamilton Landing is significant, there are many funding opportunities at the Federal, State and County levels as well as from Corporations, Foundations, Families and the local community. Following is a list of potential funding sources:

Federal, State & Local Grants

- ALEA
- WWRP
- Other RCO
- Surface Transportation Funding (STP)
- Transportation Improvement Board (TIB)
- WDFW
- Community Development Block Grant
- Snohomish County
- Snohomish County Tourism (TPA)
- Legislative Proviso
- State Budget Allocations
- National Endowment for the Arts

Foundations

- DV & Ida J McEachern Charitable Trust
- Brandt Foundation

Naming Opportunities

- Buildings & Docks
- Trails
- Kiosks
- Benches/Viewpoints
- Trees

Organizations

- Puget Sound Regional Council
- Northwest Marine Trade Association
- Ducks Unlimited
- Nature Conservancy
- Washington Kayak Club
- Audubon Society
- Solar Grants
- Americorps
- Northwest Straights Commission
- Puget Sound Nearshore Ecosystem Restoration Project
- Snohomish County Marine Resources Commission
- Adopt A Stream
- Sound Salmon Solutions
- United Way Connect To Nature

Other

- Wetland Mitigation (from other developments)
- Businesses
- Families/Individuals
- Community Participation
- In-Kind Gifts (materials, skills, labor etc)

12.2 POTENTIAL PARTNERSHIPS

One of the Master Plan's Guiding Principles is that the parks are to be *"maintained through community partnerships and programs - and are designed for safety, low maintenance and low operating costs"*. During the development of the Master Plan, a conscious effort was made to reach out to potential partnering organizations. These parks provide a unique opportunity to partner with local and regional organizations in the development and maintenance of the parks. For example, the proposed office space at Ovenell Park could house a regional organization, who in turn could implement and manage on-site programs that benefit the local community and help to maintain the park.

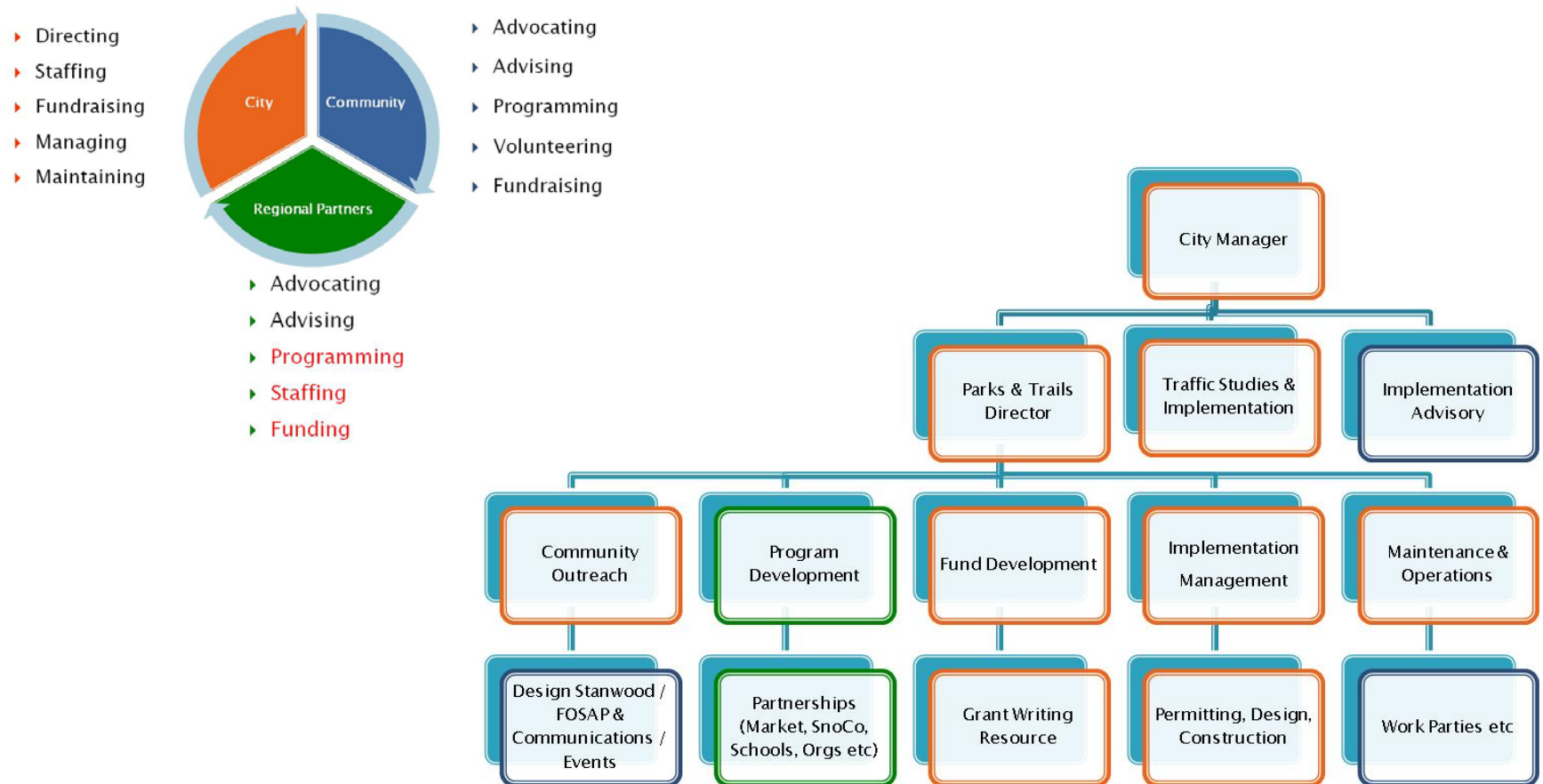
The following organizations have been involved to date and have expressed interest in some level of partnership:

- Snohomish County Conservation District
- PUD
- Stanwood Area Historical Society
- Port Susan Farmers Market
- Stillaguamish Tribe
- Washington Water Trails Association
- Stanwood-Camano School District
- Stanwood Chamber of Commerce
- Camano Island Chamber of Commerce
- Stanwood Lions Club

12.3 IMPLEMENTATION STRUCTURE & RESOURCES

Collaboration will be the key to successfully implementing both of these tremendous park plans. As outlined in the graphics below, the City of Stanwood, the local community and regional partners each have a role to play. The most critical aspect will be engaging key partners in the development and operation of these two parks – as shown in green.

Collaboration = The Path to Success



12.4 IMMEDIATE NEXT STEPS

Maintaining the momentum generated by the inclusive and collaborative Master Planning process will be a key factor in bringing these plans to fruition. The following steps are recommended in order to obtain early funding, demonstrate progress, and keep volunteers and expert resources engaged.

1. Apply for **ALEA and WWRP Grants** in May, 2016 for potential funding in 2017
2. Form a **Friends of Stanwood Area Parks** Volunteer support organization that can maintain volunteer momentum, start hosting work parties and start fundraising
3. Form an **Implementation Advisory Committee** to review the implementation plans in detail , adjust where necessary and engage regional and community partners; develop a strong sense of where funding could come from for each park element
4. Prepare **Communication Materials** and give presentations to local organizations and business groups
5. Host **Clean Up Work Parties** to start preparing the sites for tours and to cut back invasive plants
6. Build/Install **Information Kiosks & Signage** for public tours
7. Organize **“Last Saturday” Tours** for the summer (June 25, July 30, Aug 27, Sep 24, Oct 29)



13 APPENDICES

The following appendices contain supporting data for the Ovenell Park and Hamilton Landing Master Plans:

13.1 A: OPEN HOUSE FEEDBACK

13.2 B: COMPARABLE PARK TOUR NOTES & RESULTS

13.3 C: GUIDING PRINCIPLES PROCESS & RESULTS

13.4 D: PRIORITY USES PROCESS & RESULTS

13.5 E: OVENELL PARK DETAILED SCHEMATIC

13.6 F: BUDGET & TIMELINE DETAILED SPREADSHEETS

To: Ms. Patricia Love, City of Stanwood

From: William Kidder, Project Biologist III
Chris Soncarty, Managing Senior

Date: March 16, 2022

Re: Proposed Ovenell Park Site Critical Areas Study 2022 Update

Enclosure: Figure 1. Proposed Ovenell Park Wetlands

This memorandum documents our current assessment of observed critical areas present on the proposed Ovenell Park site in the City of Stanwood, WA. Confluence biologists visited the site on March 2, 2022 to perform a critical areas investigation of the site. Confluence determined wetlands in accordance with the methods and parameters defined by the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (Corps 1987) and the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region Regional Supplement (Corps 2010).

Confluence confirmed the results of the prior Critical Areas Study Ovenell Site dated July 26, 2016, prepared by Confluence for the City of Stanwood. Site conditions west and south of the drainage ditch bisecting the center of the property from approximately east to northwest continue to be dominated by wetlands on both sides of the railroad tracks. These areas are listed as Wetland A and Wetland B in the 2016 Report and in the attached Figure 1.

It should be noted that the east half of Wetland A, between the railroad tracks and the drainage ditch is a wetland mosaic, with small pockets of upland hummocks interspersed within the wetland. While these upland hummocks may provide some feasible options that could be incorporated to provide park amenities by the landscape architect during project design development, delineating these upland hummocks within the wetlands may also prove challenging. Close coordination between the landscape architect and the wetland delineator is highly recommended if incorporating upland hummocks into a project design is of interest. Wetland A and to a lesser extent Wetland B have restoration or enhancement potential to offset direct wetland impacts that may result elsewhere on the Ovenell site.

The east-west drainage ditch through the center of the property and the ditch along the State Route 532 Stillaguamish River bridge approach fill prism remain present on-site and drain to the previously documented tide gate at the northwest corner of the property.

Confluence identified two additional small wetlands on the Ovenell site mapped as upland in 2016. These wetlands are identified as Wetland C and Wetland D on Figure 1. Both wetlands are Category IV palustrine emergent wetlands situated in very shallow depressions amongst the original structures and driveways that contained standing water during the 2022 wetland investigation. Wetland C is an approximately 2,500 square feet immediate west of the remaining dairy barn with pooling water that cannot infiltrate through the dense clay loam soils and does not drain across the adjacent higher elevation concrete surfaces. Wetland D is approximately 11,000 square feet with surface saturation over dense clay loam soils located at the northeast corner of the Ovenell site, adjacent to the self-storage facility. Site conditions during the 2016 wetland delineation were dry. The delineators in 2016 were relying on hydrology indicators in lieu of the direct observation of wetland hydrology during the growing season. In April 2016, there were nine days of rain (five days of precipitation prior to the delineation on April 21), compared to a monthly average of 12 days of rain in April. In 2022, the two days in March prior to the delineation were raining and the last three days of February saw significant rainfall. During the 2022 wetland delineation, the Ovenell site had sufficient hydrology present throughout the study area to directly observe the depth and extent of surface water, soil saturation, and the shallow groundwater table to better identify and define the extent of wetland hydrology.

Minor adjustments to the Wetland A and Wetland B buffer widths are proposed by the 2022 wetland investigation. Wetlands A and B are located within the 200-foot shoreline jurisdiction and receive their buffers in accordance with the City's Shoreline Master Program (SMP) wetland buffer dimensions. The Wetland A buffer would decrease from 50 feet to 40 feet in accordance with the current SMP. Based on Confluence's interpretation of the current SMP wetland buffer table, the (category II estuarine wetland) Wetland B buffer would decrease from 135 feet to 110 feet based on a calculated moderate habitat score.

The City updated their fish and wildlife habitat conservation area (FWHCA) code since the 2016 investigation. Stream buffer dimensions appear to have changed. Ditches A and B were defined as Type 2 waters and received 150-foot buffers in the 2016 Report. During the 2022 investigation, the waters met the Type F or Type 3 water. Based on Confluence's interpretation of the current FWHCA code, the ditches receive a 100-foot stream buffer.

Site development in and around wetlands, surface waters, and regulatory buffers must typically follow the mitigation hierarchy of avoidance and minimization of impacts as priorities. Unavoidable impacts to wetlands will require permitting at the federal, state, and local levels and will trigger compensatory mitigation for lost wetland area and functions. Wetland A and to a lesser extent Wetland B contain degraded wetland habitat conditions. Both wetlands could provide restoration or enhancement potential to offset any direct wetland impacts that may

Ms. Patricia Love
March 16, 2022



result from development of the proposed Ovenell Park. If the City chose to maximize the Ovenell site use north of the driveway by filling Wetland C and/or Wetland D, there is a surplus of habitat enhancement potential in Wetland A and to a lesser extent Wetland B on the Ovenell site.

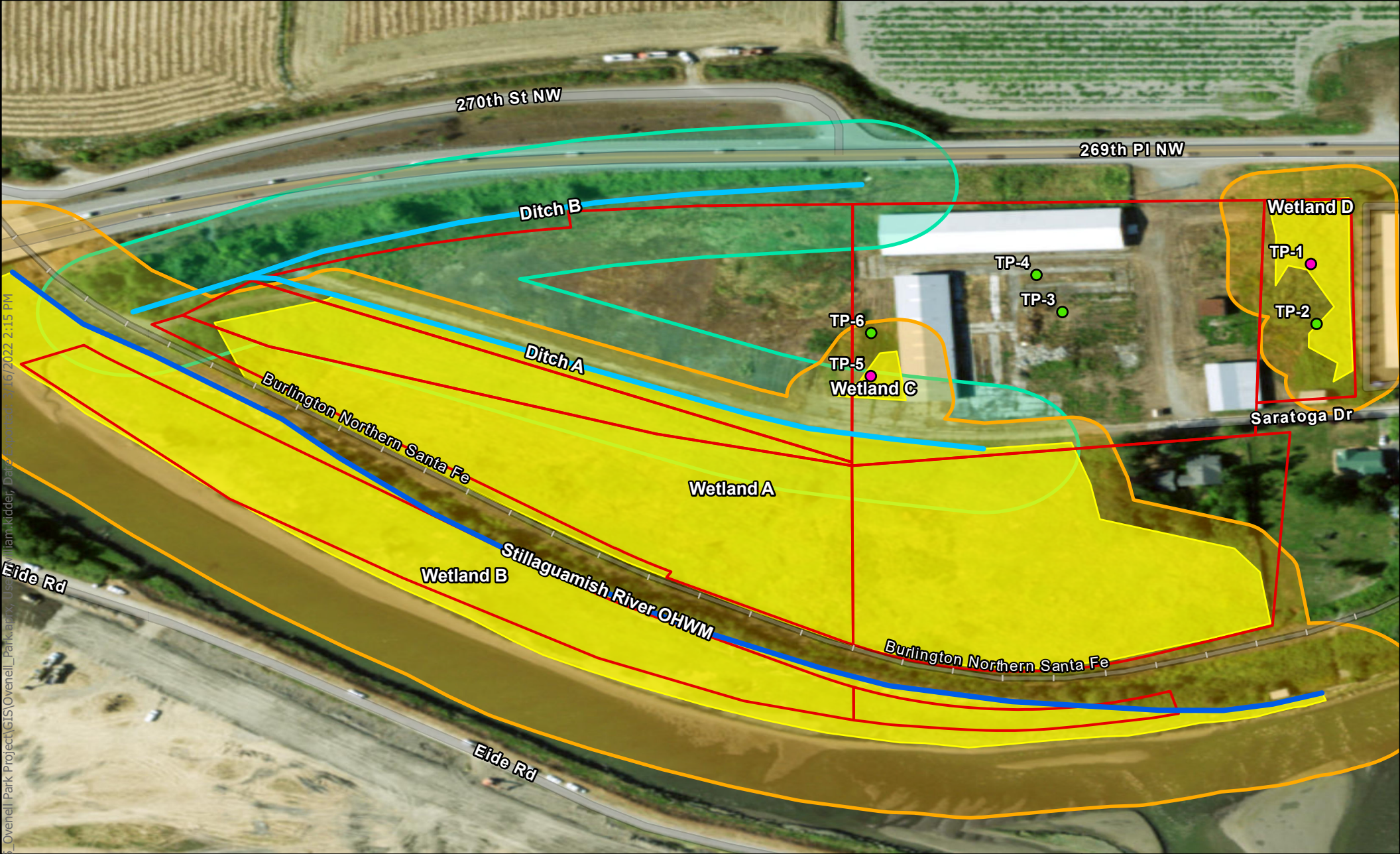


Figure 1. Proposed Ovenell Park Wetlands



- Ovenell Parcels
- Wetlands
- Wetland Buffers

- Sample Plots
- Upland
 - Wetland

- Water Type
- Type S
 - Type F

- Ditch Buffers



0 100 200
Feet