

LANDOWNER AGREEMENT

This Landowner Agreement (this "Agreement") dated and effective this day of 10/25/2016 is by and between

Landowner (print name & address): North Seattle College
9600 College Way N
Seattle, WA 98103

Grantee: The Adopt A Stream Foundation (AASF)
600 128th St. SE
Everett, WA 98208
(425) 316-8592

1. Consent. The signatories to this agreement join in conducting certain restoration activities to benefit water quality and fish habitat on property owned by North Seattle College in the Thornton Creek watershed, King County, State of Washington. The legal description of the property and a project scope of work are presented in Exhibit A.

2. Access. The Landowner agrees to provide access to employees of AASF (the Grantee) to complete streamside planting and related restoration work with a one (1) week prior notice to the Landowner. The Landowner also agrees to provide access, with a one (1) week notice, to Department of Ecology staff, when accompanied by AASF, to view the site.

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

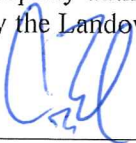
3. Landowner Rights. This Agreement does not authorize the Grantee to assume jurisdiction over, or any ownership interest in the premises. The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

4. Removal of Property. Grantee agrees that it will, upon the conclusion of the project, remove any equipment it installed on the property as a part of the permitted activities, repair any damage to the property that might have been caused with any of the permitted activities, and will return the property to the condition it was in before Grantee's entry onto the property. In the event any materials and/or equipment placed on the property by the Grantee are not removed in a timely manner, the Landowner will have the right to remove such materials and/or equipment and the Grantee agrees to be responsible for the reasonable costs of such removal.

5. Liability. Each of the parties to this Agreement agrees that it will be liable for its own acts and the acts of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, in connection with the performance of its obligations under this Agreement, and for its own acts and the acts

of its employees, agents, representatives, subsidiaries, or affiliates, and the results thereof, that occur on the land, unless such acts or results arise from the negligent or willful acts, or omissions of the other parties to this Agreement, their employees, agents, representatives, subsidiaries, or affiliates.

6. Agreement Expiration/Termination. This agreement is in force from August 1, 2016 through July 31, 2026. The Landowner may terminate this agreement, in whole or in part, at any time and for any reason by giving thirty (30) calendar days written notice of termination to the Grantee. If this agreement is so terminated, Landowner shall be liable only for consideration required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the Landowner prior to the effective date of Agreement termination.



Landowner

11/4/16
Date



Thomas B. Murdoch
AASF Executive Director

10/25/16
Date

DRAFT: FOR REVIEW ONLY

**Exhibit A
Scope of Work**

1.0 Project Location

This project is located at the headwaters of the West Fork of Thornton Creek, on the north end of the North Seattle College Campus. The Department of Ecology classifies this drainage as an “area of extreme concern”. The area is bound by College Parkway on the west, North 103rd Street on the North, North 100th Street on the south, and the Interstate 5 Corridor on the east.

The legal descriptions, as listed by the King County Assessor’s Parcel database is as follows
(Parcel Number 3226049021)

THOSE PORS OF E ½ SEC 31-26-04 OF W ½ SEC 32-26-04 OF LOTS 8 THRU 14 MERIDIAN AVE ACRES OF BLK 2 HAWKES ADD; OF BLK 2 ERICKSONS IMPROVED ADD OF BLKS 1 THRU 7 BURKE & FARRARS LICTON SPRINGS GARDENS; OF HOMELAND ADD AND OF PHILLIPS ADD LY W OF PRIMARY ST HIGHWAY #1 S OF N 103RD ST; EAST OF COLLEGE WAY N (BURKE AVE) AND N OF N 92ND ST TGW ALL VACATED STS LY WLY OF PSH #1

2.0 Current Site Conditions:

The site serves as the headwaters of the West Fork of Thornton Creek, and consists of three seasonal wetland basins which are connected by a common drainage channel. These basins hold storm-water effluent discharged from the city drainage system, along with contributions from seasonal springs, and drain northeast to a culvert on the northeast corner of the property. Much of the project area is classified by the USFWS as a palustrine forested / shrub wetland.

A map of the approximate project area is attached as Exhibit C.

3.0 Project Goals:

The goal of the project is to establish natural riparian buffers of approximately 35 feet from each bank around the lower (N.E.) basin, and its inlet and outlet streams. This will be done by the removal of invasive species and replanting using native varieties. The total planting area will be approximately 20,000 square feet. The objective of the planting is to reduce stream temperature, provide habitat for native fauna, and serve as a long-term source of woody debris to the system. The objective of the knotweed removal is to permit the establishment of a natural plant cover, and to enable eradication in downstream locations. The establishment of native plants will deter the recurrence of invasive species by out-shading.

Large wood and other stream enhancements may also be part of the project.

4.0 Landowner responsibilities

- Landowner will provide access to the property for all implementation purposes.
- Landowner will be responsible for monitoring the project
- Landowner will be responsible for maintaining the project, as outlined in Sec. 7.1, for no less than ten years.
- Landowner will allow access to the planning area by volunteer groups to assist with implementation of the project.

5.0 AASF responsibilities

- AASF will coordinate all aspects of the initial invasive plant removal and native planting.
- AASF will coordinate with volunteer groups to complete some components of the project implementation. Work performed by volunteers will consist of planting and invasive plant removal under the supervision of AASF.
- AASF will secure any necessary permits for the initial invasive plant removal and native planting.

6.0 Activity Schedule

- AASF will develop a conceptual stream enhancement plan using current DOE funding by November 1st 2016.

7.0 Maintenance

7.1 Description

- The site will require maintenance to suppress the return of invasive species, and to insure plant health. This will be accomplished as part of an academic research project carried out through the Math and Science Division.

This research project is purposed to evaluate the efficacy of the established protocol for knotweed eradication, across several different soil types and settings. It will also evaluate the success of replanting efforts along the wetland and riverine corridor. The work for this project will be done by students enrolled in Environmental Science and other science courses, as part of their academic coursework. All work will be supervised by Science faculty, and overseen by the Facilities Operations Division. This is planned as part of a five-year research project, during which time the area will be closed to general public access.

7.2 Landowner responsibilities

- The landowner will be responsible for any necessary permits for its research project.
- The landowner will suppress invasive plants in the project area
- The landowner will check plant vigor annually, and report any problems to AASF.

- Because the landowner (NSC) is a public institution subject to budgetary and other uncertainties, AASF recognizes that the landowner's ability to meet these responsibilities into the future will be determined by the resources at its disposal. An inability to maintain the project into the future is recognized as a possibility by both parties. Within those limitations, the landowner will make a good-faith effort to meet these responsibilities.

7.3 AASF responsibilities

- AASF will replace dead plants in the event of high plant mortality

8.0 Monitoring

8.1 Landowner responsibilities

- The landowner will be responsible for monitoring for a period of five years. Monitoring includes checking on plant health and invasive plant regrowth.
- The landowner will report problems to AASF promptly to facilitate the timely correction of any problems found at the planting site.

8.2 AASF responsibilities

- AASF will take before and after photos of the project area during the anticipated 3-year grant period.
- AASF will provide technical assistance, as needed.

8.3 Schedule

- AASF will provide a schedule of their activities by November 1st 2016
- It is expected that staff from AASF will visit the site at least once within three (3) months following the completion of the planting activities
- AASF will coordinate with the landowner regarding future monitoring and maintenance.

9.0 Funding and Reimbursements

- The planting and initial maintenance of this project is funded primarily through grants and in-kind services awarded to AASF. Maintenance in years(s) 2017 and thereafter will be accomplished by the landowner, as provided in section 7.1 – 7.2.