

**SNOHOMISH COUNTY
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS
FLOWING LAKE – LAZ LEGACY



PROGRAM YEAR 2022

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: FLOWING LAKE – LAZ LEGACY

PROJECT SPONSOR: SNOHOMISH COUNTY PARKS & RECREATION

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF22-02

SUBMITTAL CHECKLIST

CHECKLIST OF REQUIRED DOCUMENTS

The following documents should be submitted with the completed application. Please organize required documents in the order below and provide eight double sided color copies of the complete grant application as well as one “.pdf” copy (on disk or via email). Additional documents beyond what are listed here may be included at the discretion of the applicant.

| No. | Type of Document Attached | Check if Included |
|------------|---|--------------------------|
| 1 | Title Page/Submittal Checklist | X |
| 2 | I. Applicant Information | X |
| 3 | II. Project Background (including willing seller letter, Preliminary Title Report, site vicinity map and aerial photograph) | X |
| 4 | III. Cost Worksheet (included in general project information) | X |
| 5 | IV. Project Review Criteria responses | X |
| 6 | Any other supporting documents (please list below) | |
| 7 | Maps/ Photos | X |
| 8 | | |
| 9 | | |
| 10 | | |

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: Flowing Lake Laz Legacy

2. AMOUNT REQUESTED (from Cost Worksheet) \$2,222,200.00

3. PROJECT SPONSOR: Snohomish County Parks & Recreation

Address: 6705 Puget Park Drive, Snohomish WA 98296

Sponsor is: Unit of Local Government: County

Private/Non-Profit Agency*: _____

*Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: Thomas Hartzell Title: Senior Park Planner

Address: 6705 Puget Park Drive, Snohomish WA 98296

Phone: (425)388-6695 Cell Phone: (425)407-2501

Email Address: thomas.hartzell@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 5001 Weber Road Snohomish WA 98290-8576

Section: 36 Township: 29 Range: 6

Assessor Tax Account Number(s): 00597600000600 and 00597600000602

Property Legal Description (full legal if available): See title report

2. EXISTING CONDITIONS:

Number of Parcels: _____ Portion of 2 Total Acres: 59.64 per survey

Addition to Existing Site: YES X NO ____ If yes, which site: Flowing Lake Park

Current Zoning: R-5

List Existing Structures/Facilities: Former Clubhouse, Shop occupied as 2 residences, and storage facility

Current Use: Cattle Grazing and residential occupancy of former golf course structures

Waterfront? (name of body of water): None

Shoreline? (lineal ft.): NA

Owner of Tidelands/Shoreline (State or private): NA

3. CURRENT OWNERSHIP:

Current Owner(s): Stanley Laz

Is the property owner a willing seller? YES* X NO

Summary of Property Encumbrances Identified in Preliminary Title Report**: See attached

*Include an owner signed "willing seller" letter or real estate listing and attach with application.

**Attach Preliminary Title Report

4. TYPE OF INTEREST:

Please describe the type of interest contemplated for the acquisition process:

Warranty Deed *Easement **Other X

Fee Title Acquisition with Reserved Life Estate

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

**If 'Other,' please explain:

5. PROJECT/SITE DESCRIPTION:

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

Summary:

This property will be added to the acreage of Flowing Lake Park to expand the recreational opportunities at this destination regional park. The varied topography and open grassy areas open up some great opportunities for expanding hiking trails, new and mountain and lake views and a variety of recreational pursuits.

General Description:

The property was once selectively cleared for a private golf course but stands of mature native evergreens remain interspersed throughout the grassy open areas once used as golf fairways. The large evergreen trees are predominantly Douglas Fir and Western Red Cedar. There are several small ponds and seasonal streams that add to the picturesque quality of this landscape. The original clubhouse and shop are occupied by the owner and his extended family. The reserved Life Estate will allow occupancy to continue for the duration of Mr. Laz' lifetime, preserving the opportunity for public access after his passing.

Vegetation:

This property is grassy, pasture-like open space with groupings of predominantly native second growth evergreen trees. There is also a mix of native deciduous trees and

some deciduous understory plants. The grass areas used to be golf fairways but have not been mowed as such for many years. Currently the owner has cattle on the property.

Threatened & Endangered Species:

There are no known threatened or endangered species on this property. There are wetland areas mostly comprised of small ornamental ponds.

Topography:

The property has level, rolling--gradually slopes to a ridgeline that takes advantage of the elevation to provide scenic views and pastoral setting. The ridge levels out to the east toward Storm Lake road.

Most of the site generally slopes toward the west and Flowing Lake. The majority of the site slopes gently with some spectacular high ground meadows.

Surrounding Land Uses:

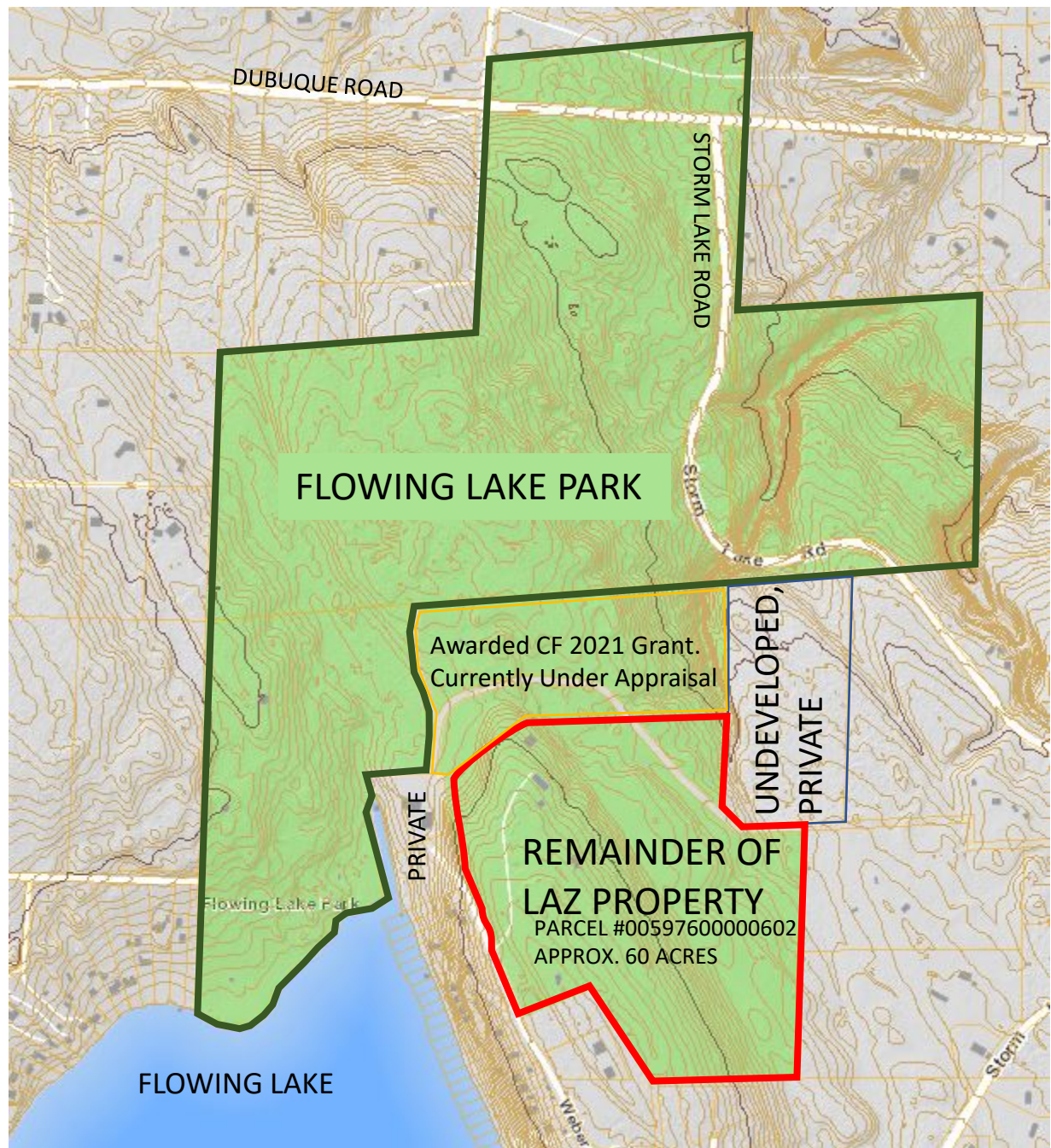
This property is bordered on the west and north property lines by Flowing Lake County Park. The seller will retain a life estate, that will delay development for future public access until the end of Mr. Laz lifetime on the property. The lakefront properties and adjacent land to the south have all been developed as private residential lots..

Relationship to Other Parks & Trails:

The great appeal to purchasing this property is that it adjoins Flowing Lake Park, including 20+ acres currently funded in 2021 for adding to Flowing Lake Park. Flowing Lake Park with its newly renovated entrance, contains trails, camping, waterfront activities, boat launch and a fishing dock.

Site History:

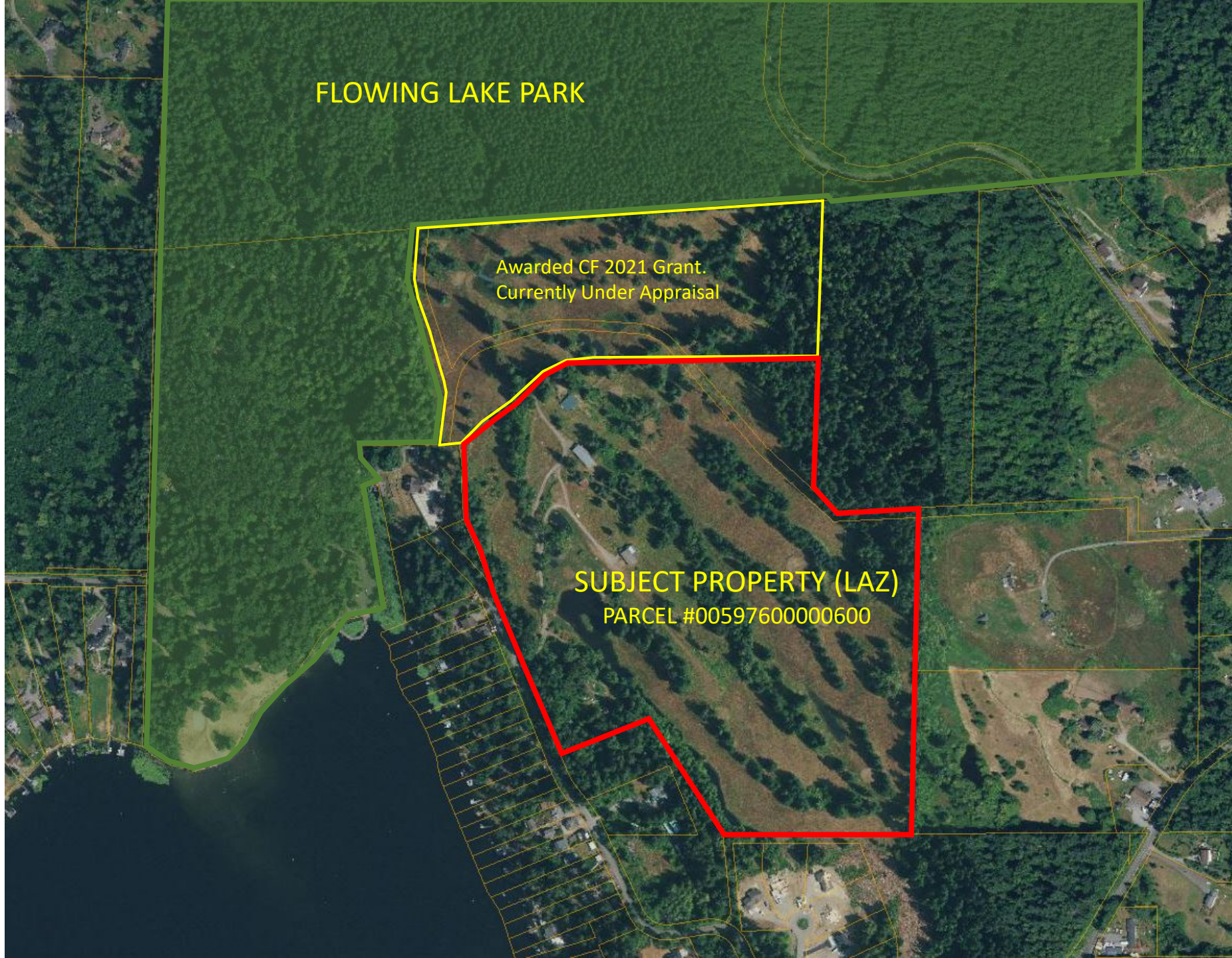
As mentioned, the waterfront property was originally owned by the Laz family, along with the adjacent acreage that is now developed residences. The property was developed as a golf course, which ceased operations in 2009. The owner maintains the grounds by grazing cattle.

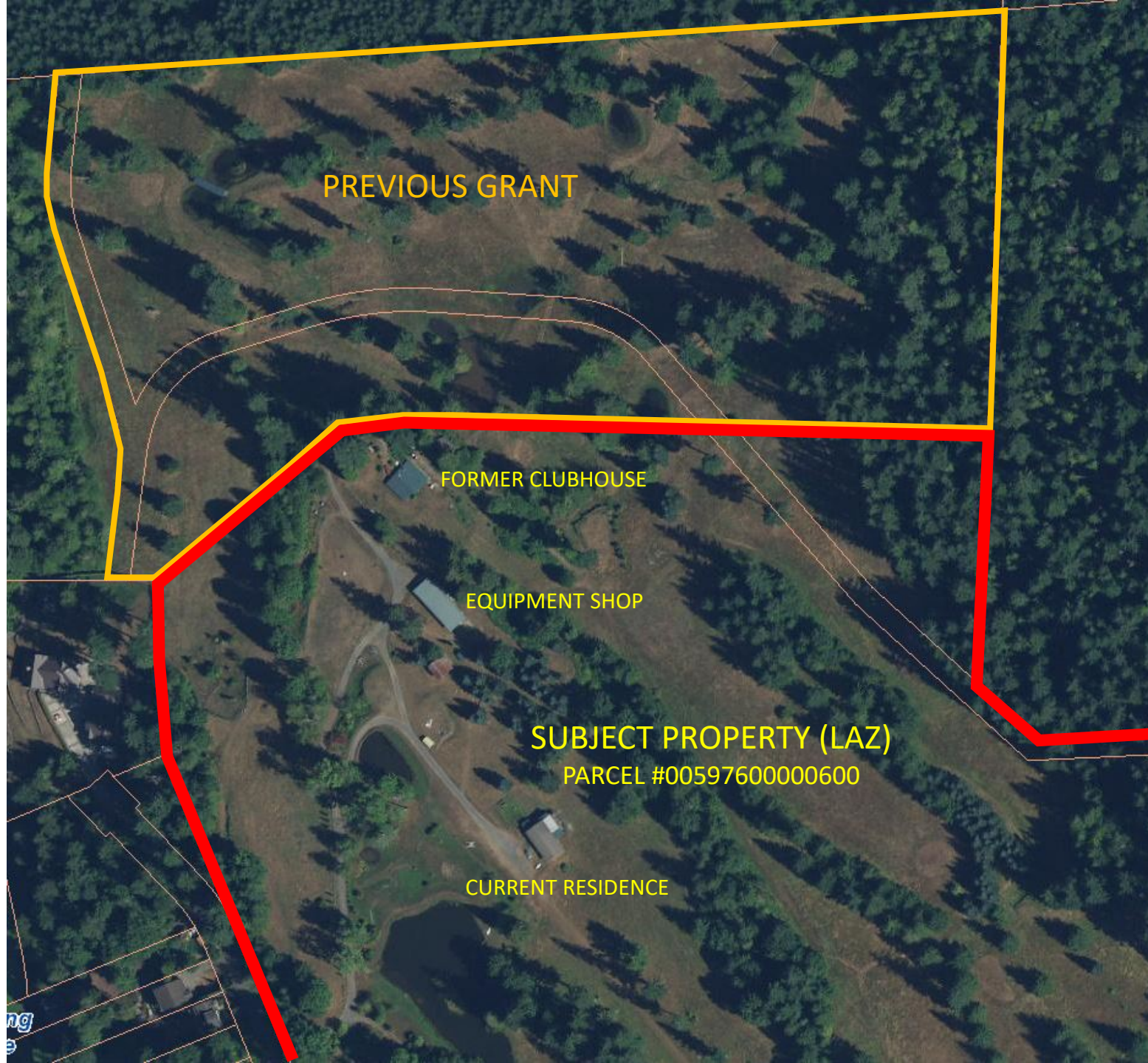


FLOWING LAKE PARK

Awarded CF 2021 Grant.
Currently Under Appraisal

SUBJECT PROPERTY (LAZ)
PARCEL #00597600000600





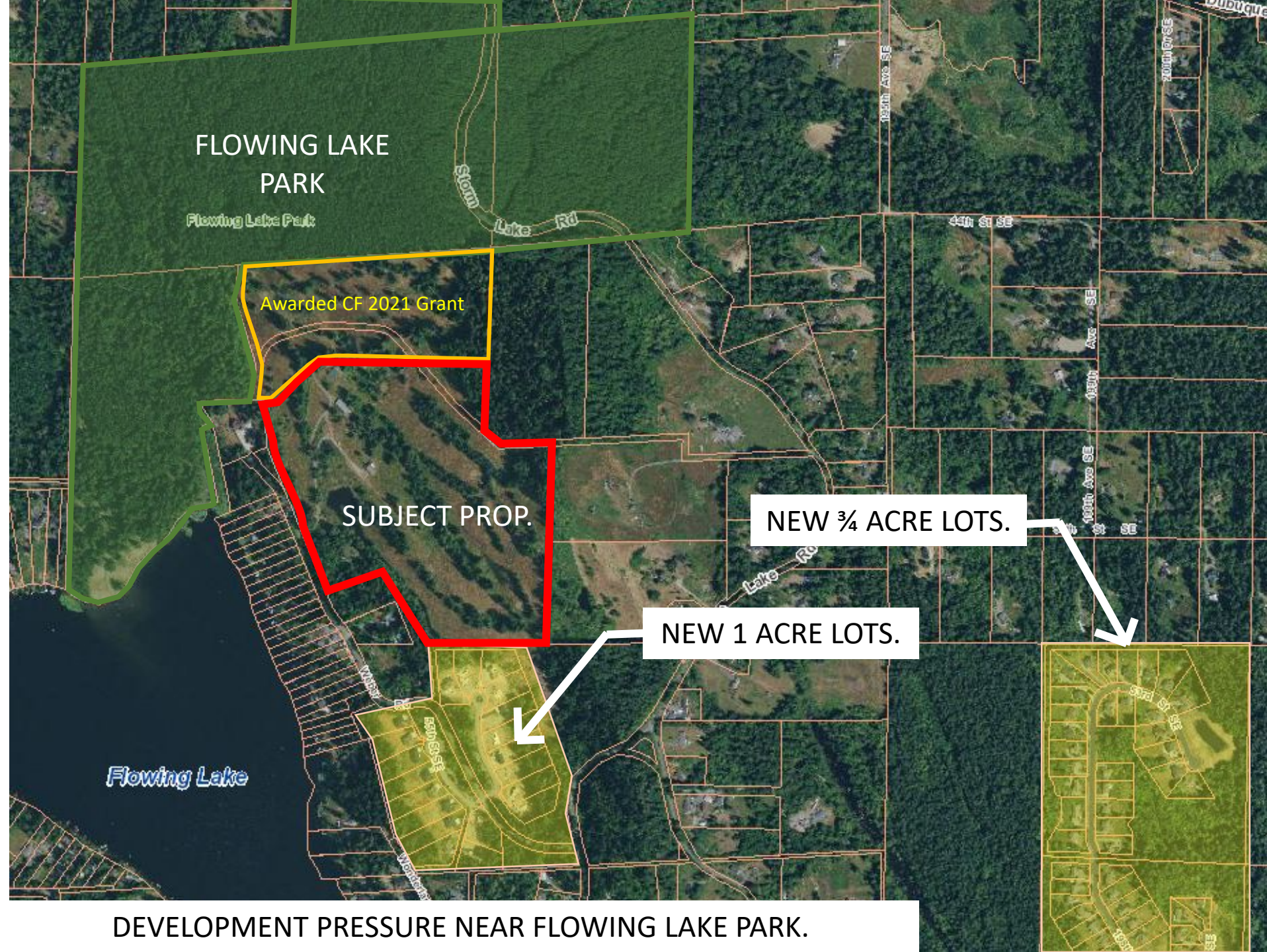
PREVIOUS GRANT

FORMER CLUBHOUSE

EQUIPMENT SHOP

SUBJECT PROPERTY (LAZ)
PARCEL #00597600000600

CURRENT RESIDENCE



DEVELOPMENT PRESSURE NEAR FLOWING LAKE PARK.

6. PROJECT STEWARDSHIP AND RESPONSIBILITY:

Long-term maintenance of the site is a requirement for funding consideration. Please describe to what degree the sponsoring agency and/or long-term property manager is prepared to provide long-term stewardship (maintenance, management, etc.) for the proposed project site. Detail existing programs or plans that may apply to the site. In addition, please describe if there is the potential for future private business use on the site.

The Snohomish County Department of Parks & Recreation (Parks) currently stewards approximately 12,000 acres of land throughout the County. The Department was officially formed in 1963 and prior to that, park lands were acquired and managed through various departments. Earliest park acquisitions managed by the County date back to 1909 and demonstrate the commitment of Snohomish County to maintain and steward public property.

Parks has three divisions, Planning, Maintenance and Operations, all of which are dedicated to different aspects of land management. Parks' staff includes professional Landscape Architects, a Soil Scientist, a Real Estate Administrator, Arborists, Certified Erosion and Sediment Control Leads, an Engineer, an Archaeologist, landscape specialists, specially commissioned Rangers and maintenance specialists, all engaged in the development and implementation of sound stewardship practices. All Parks managed properties are regularly monitored and maintained at a level appropriate for the individual site.

Specific plans for the proposed acquisition have not yet been developed and will be based upon a public process to identify property priorities, while adhering to the intent of the Conservation Futures program and site restrictions.

Snohomish County Parks strives to generate revenue to help support the Parks system and public/private partnerships are sometimes used as a means of increasing operational sustainability. No specific private business use is planned for the proposed acquisition but may be considered if a suitable partnership were identified that met the intent of the property and acquisition funding.

7. PROJECT COST (Cost Worksheet):

Please provide a summary of project cost, utilizing the following Cost Worksheet. Indicate on the worksheet any matching funding and/or donation value provided by the project sponsor and total request for funding from the Conservation Futures program, both as a total value and as a percentage of the total project cost. Estimated total land acquisition costs must be derived from one or more of the following sources and include supporting documentation:

1. Independent appraisal*
2. Opinion of value from a qualified representative of the real estate industry
3. Valuation from recent Snohomish County property tax assessment

Describe the basis for estimate for land and improvements (1 through 3 listed above):

The estimate of value for this property has been established by a qualified real estate professional.

SECTION III - COST WORKSHEET

| ESTIMATE OF COSTS | | |
|---|-----------------------|---|
| <i>Property Costs</i> | <i>Total Cost</i> | <i>Notes</i> |
| Land | \$1,790,200.00 | |
| Improvements | \$350,000.00 | |
| PROPERTY COSTS SUBTOTAL: | \$2,140,200.00 | |
| | | |
| <i>Reimbursable Incidental Costs (as appropriate)</i> | | |
| Applicable taxes | | |
| Appraisal review | \$3,000.00 | |
| Appraisal(s) | \$8,000.00 | Life Estate reserve |
| Baseline inventory | | |
| Boundary survey | | |
| Closing (escrow/recording fees) | \$2,500.00 | |
| Cultural resources study | \$1,000.00 | |
| Demolition | | |
| Fencing | | |
| Hazardous subsidence report | \$3,500.00 | |
| Noxious weed control | | |
| Other (Specify) | \$64,000.00 | |
| Signage | | |
| Title reports/insurance | 0 | On file Previous grant |
| Wetland delineation | | |
| REIMBURSABLE INCIDENTAL COSTS SUBTOTAL: | \$82,000.00 | |
| TOTAL PROJECT COST (Property and Incidental): | \$2,222,200.00 | |
| MATCH (cash and/or donation) – deduct from total project cost* | [\$ 0] | If appraisal is higher, landowner will be asked to donate the difference as land prices continue to increase. |
| TOTAL CONSERVATION FUTURES FUNDING REQUEST: | \$2,222,200.00 | |
| % OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES** | 100% | |

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

SECTION IV – PROJECT REVIEW CRITERIA

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

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

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

Purchasing this property will protect it from being developed into a single-family housing development and the land will be included with Flowing Lake Park and preserved as open space. The most likely development scenario would be as a rural cluster development as seen on the adjacent properties that have been developed. The rural cluster rules are being revised to favor these types of rural developments that permit ½-1 ½ acre single family developments zoned R-5. See map that illustrates this point. Protecting this legacy property from residential development is the primary motivation for the owner to sell to Snohomish County. Mr. Laz has received multiple inquiries from developers looking to purchase his land to build single-family homes. However, Mr. Laz believes the best outcome for the property is to add it to Flowing Lake Park.

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

This property was used as a private golf course that opened in 1994. The owners closed the course in 2008 after they decided that operating it as a golf course was no longer economically feasible. In December 2021 Snohomish County Council, on recommendation from the Conservation Futures Board, funded a partial acquisition of 20+ acres of the Laz 80.66 acre property in order to keep Mr. Laz from selling to a developer, with the hope of eventually acquiring the remaining 59.64 acres. This acquisition is underway, and Mr. Laz is willing to sell the remaining property now, reserving a Life Estate to ensure that the property becomes a future addition to Flowing Lake Park. The remaining acreage has the best views of the Cascades, the former clubhouse and shop, which are occupied by Mr. Laz and his extended family.

Once completed. This destination Park will include 300 acres of waterfront, timberland, and rolling view pastureland suitable for camping, hiking, trails within a pristine location preserved with future generations in mind.

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

Acquiring this property will likely increase recreational capacity of Flowing Lake, and expand recreational trail opportunities with the additional 59.64 acres adjacent to Flowing Lake Park. Because the property is maintained as open pasture, the natural linkage to the existing Park is evident. Once added to the Park, hikers will naturally gravitate to the high, open ground graced with mature evergreens to enjoy spectacular views of the Cascade Mountain range and Flowing Lake.

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

This property is a valuable addition to the Flowing Lake Park. The north 157 acres was purchased with Conservation Futures funds in 2014 so this acquisition comprises a continuation of Conservation Futures investment in Flowing Lake Park.



The proposed acquisition supports several County identified long-term priorities, which are contained within Snohomish County's Comprehensive Plan and which together represent the plan for Snohomish County through 2035. The Snohomish County Comprehensive Plan is updated every eight years and identifies specific tools to achieve the long-term vision for the County. The Comprehensive Plan is developed through an extensive public process including

public meetings, solicitation of input via websites, Planning Commission review and final adoption by the Snohomish County Council.

The Comprehensive Plan consists of several documents and two of them are directly related to the proposed acquisition. These documents are the Snohomish County Park and Recreation Element and the Snohomish County General Policy Plan. These two documents address how acquisition of this type of property helps to realize the long-range vision that has been developed for Snohomish County. Specific points included in these two documents, which the proposed acquisition addresses are:

- Provide open space and natural areas with appropriate public access to promote understanding and support of the natural environment and the benefits these lands provide. (Snohomish County General Policy Plan, Goal PR 5)*
- Identify and protect open space, natural and scenic resources and shoreline areas. (Snohomish County General Policy Plan, Goal LU 10)*
- Provide new recreation amenities to serve the County's growing population by continuing to meet level-of-service standards. (Snohomish County Park and Recreation Element, Recommended Park Improvements)*

Level of Service Identified Improvements:

- Make additional improvements to existing parks to serve needs associated with growth, when appropriate (Snohomish County Park and Recreation Element, Recommended Park Improvements – Additional park improvements)*
- Provide park-based trail access. (Snohomish County Park and Recreation Element, Recommended Park Improvements – Trails)*

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

The proposed acquisition will ensure that this property is held in perpetuity as open space and for public benefit, as described in RCW 84.34.200. This acquisition meets the intent of the Conservation Futures Program by protecting "...open areas and spaces of varied size and character... having significant recreational, social, scenic, or esthetic values." (Portion of RCW 84.34.200).

The proposed acquisition will be managed as a part of the Snohomish County Parks' open space program as outlined in the Snohomish County Park and Recreation Element and Snohomish County General Policy Plan. These two documents are developed and adopted as part of the County's larger Growth Management Act Comprehensive Plan and included extensive public input and review as part of the adoption process. The proposed project will provide needed recreation and open space to County residents and further the goals, policies, objectives and priorities of these documents.

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

The proposed project has regional significance. By adding the prime 59.64 acres to Flowing Lake Park, it becomes one of the larger Regional County Parks in the area and expands the recreational opportunities for park visitors.

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

As noted previously, the proposed acquisition complies with several County policies and criteria related to open space:

- ***Provide open space and natural areas with appropriate public access to promote understanding and support of the natural environment and the benefits these lands provide. (Snohomish County General Policy Plan, Goal PR 5)***
- ***Identify and protect open space, natural and scenic resources and shoreline areas. (Snohomish County General Policy Plan, Goal LU 10)***

The Snohomish County General Policy Plan, Goal LU 10, provides further direction, related to specific types of properties that should be protected as open space and the following Objective and Policies are met by the proposed acquisition:

Objective LU 10.A Identify and preserve an integrated open space network

Policy LU 10.A.1 The county shall consider the following features for inclusion in an open space system:

(a) natural or scenic resource areas;

(b) water supply protection areas (public watersheds) and natural drainage easements;

(c) urban and rural landscaped areas, such as public or private golf courses, public or private school yards, cemeteries, active parks and arboretums;

(d) public and private low intensity park and recreation sites such as wildlife preserves, nature reservations, sanctuaries, or hiking, equestrian and biking trails;

(j) lands that link existing open space and recreation areas;

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

Flowing Lake is a destination Regional Park. The addition 80.66 acres to the existing park, including the 20+ acres funded in 2021 adds additional options and capacity for the increasing urban population within a half hour drive from major population centers.

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

The 80.66 acres was developed as a golf course, currently grazed by cattle to keep the pastures open. The property is spectacular with many mature conifers, several small ponds, high ground with open grassy meadows. Visitors will enjoy hiking through the property, picnicking, and enjoying other developed features that are yet to be planned for the future. Securing this prime property in its current state for future generations will be something we look back on and breathe a sigh of relief that someone had the vision to set it aside for the public to enjoy.

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

The unique features of this property are the high ground vistas, mature stands of native conifers, and the opportunity to add substantial pristine open space to an existing destination Park. Additionally, this Regional Park is just a stone's throw from our rapidly urbanizing communities clamoring for recreational opportunities. As it gets more and more congested to drive long distances for recreational opportunities, these suburban regional Parks become more and more vital to the well-being of the residents that we serve. Mr. Laz has stewarded this property with the dream of keeping it from private development. His words, "This property should be added to the Park!"

Other Criteria:

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

A. Does the project comprise an entire project?

YES X

NO

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

YES

NO X

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

YES X

NO

D. (No response needed) The CFPAB will also evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county









COMMONWEALTH LAND TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE

NOTICE

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

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Brenda McCarty

Authorized Countersignature

Rainier Title, LLC

Company Name

Everett, WA

City, State

Fidelity National Title Insurance Company

By:

[Signature]

ATTEST

President

[Signature]

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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

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

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

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

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

8. PRO-FORMA POLICY

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

Issued by:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE OF
RAINIER TITLE
2722 Colby Ave; Suite 125, Everett, WA 98201

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

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Rainier Title, LLC

ALTA Universal ID: 1114318

File Number: 771001RT

Property Address: VACANT LAND, Snohomish, WA 98290

Revision Number:

The Title Team

2722 Colby Avenue, Suite 125

Everett, WA 98201

Toll Free: (888) 929-1999

Snohomish: (425) 551-5501

Fax: (425) 329-2199

Email: thetitleteam@rainiertitle.com

SCHEDULE A

1. Commitment Date: April 2, 2020

2. Policy or Policies to be issued:

ALTA Standard Coverage Owner's Policy
(06/2006)

Rate: CW Owners Standard

Discount: None

Amount:

Premium:

Sales Tax:

To Be Determined

To Be Determined

To Be Determined

Proposed Insured: Snohomish County, a political subdivision of the State of Washington

ALTA Extended Coverage Loan Policy
(06/2006)

Rate: CW Loan Extended

Discount: None

Amount:

Premium:

Sales Tax:

To Be Determined

To Be Determined

To Be Determined

Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified below at Item 4 or a purchaser

3. The estate or interest in the Land described or referred to in this Commitment is:
FEE SIMPLE

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Stanley R. Laz, as a separate estate

5. The Land is described as follows: See attached Exhibit A

Brenda McCoy,

Executive Vice President of Title

By:

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Agent Signature

Agent Number: 140758.1.81.47

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*Schedule A – ALTA® Commitment for Title Insurance (8/1/16)
Form: C.G.U.1002*

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.

Reprinted under license from the American Land Title Association.

Page 4 of 18





**ALTA COMMITMENT FOR TITLE INSURANCE
COMMITMENT - EXHIBIT A**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 771001RT

EXHIBIT 'A'

Lot B, Snohomish County Boundary Line Adjustment No. 13-113318, recorded under Recording No. 201312300453, records of Snohomish County, Washington and as shown on Survey under Recording No. 201312305005; being a portion of Lots 6, 7, 8, 9 and 11, Three Lakes Lumber Company No. 5, according to the plat thereof recorded in Volume 10 of Plats, page 115, records of Snohomish County, Washington;

Situate in the County of Snohomish, State of Washington.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*Exhibit A – ALTA® Commitment for Title Insurance (8/1/16)
Form: C.GU.1002*



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 771001RT

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

First page or cover sheet:

3" top margin containing nothing except the returned address.

1" side and bottom margins containing no markings or seals

Title(s) of documents

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional name can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

****A cover sheet can be attached containing the above format and data if the first page does not contain all required data**

Additional Pages:

1" top, side and bottom margins containing no markings or seals

All Pages:

No stapled or taped attachments. Each attachment must be separate page. All notary and other pressure seal must be smudged for visibility. Font size of 8 points or larger.

6. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B PART I

This page is only a part of a 2016 ALTA[®] Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

*Schedule B-I-Requirements – ALTA[®] Commitment for Title Insurance (8/1/16)
Form: C.GU.1002*



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE, AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 771001RT

General Exceptions

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

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

- A. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
- B. Defects, liens, encumbrances, adverse claims or other matters, if any, create, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Standard Coverage and ALTA Loan Policy (6/17/06)—Standard Coverage:

- 1. Taxes or assessments which are not shown as existing liens by the public records.
- 2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- 3. Rights or claims of parties in possession not shown by the public records.
- 4. Easements, claims of easements or encumbrances which are not shown by the public records.
- 5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
- 6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- 8. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
- 9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE, AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 771001RT

General Exceptions Continued

Schedule B Exceptions appearing in ALTA Owner's Policy (6/17/06)—Extended Coverage:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii), & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
4. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
5. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Schedule B Exceptions appearing in ALTA Loan Policy (6/17/06) and ALTA Homeowner's Policy Of Title Insurance (12/02/13)

1. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II**
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 771001RT

Special Exceptions:

1. The Land is situated within the boundaries of local taxing authority of Unincorporated Snohomish County.

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2020 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax applicable to a sale prior to 1/1/2020, is 1.78%.

The rate of real estate excise tax to a sale on or after 1/1/2020 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;
1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
3.00% on any portion of the sales price above \$3,000,000;

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments. If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

2. The records of the Snohomish County Assessor indicate the premises herein described as having an exemption for the calendar year 2020.

Tax Account No.: 00-5976-000-006-00

Affects a portion of said premises

Investigation should be made with the Assessor's office to determine the liability for any past taxes plus interest and penalty which may be due and payable because of any change in the tax status of said premises. Please contact the Snohomish County Assessor's Office at 425-388-3540.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

3. General taxes and charges: 1st half delinquent May 1, if not paid; 2nd half delinquent November 1, if not paid.

Year: 2020
Amount billed: \$1,679.08
Amount paid: \$0.00
Amount unpaid: \$1,679.08
Tax Account No.: 00-5976-000-006-02

Levy code: 03665
Use Code: 94
Assessed value of land: \$283,900.00
Assessed value
of improvements: \$60,600.00

Affects non-exempt portion

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

Stanley R. Laz
5001 Weber Rd.
Snohomish, WA 98290-8576

4. General taxes and charges: 1st half delinquent May 1, if not paid; 2nd half delinquent November 1, if not paid.

Year: 2020
Amount billed: \$233.08
Amount paid: \$0.00
Amount unpaid: \$233.08
Tax Account No.: 00-5976-000-006-00

Levy code: 03665
Use Code: 94
Assessed value of land: \$283,900.00
Assessed value
of improvements: \$60,600.00

Affects exempt portion

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:

Stanley R. Laz
5001 Weber Rd.
Snohomish, WA 98290-8576

5. The lands described herein have been classified as Forest Land, disclosed by Notice recorded under Recording No. [2387094](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

For further information regarding the above, please contact the Snohomish County Assessor at 425-388-3540.

And amendments thereto:

Recording No(s): [8907060097](#), transferring use classification to Farm and Agricultural

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

6. The lands described herein have been classified as Open Space, disclosed by Notice recorded under Recording No. [9308230384](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

For further information regarding the above, please contact the Snohomish County Assessor at 425-388-3540.

7. The legal description in this commitment is based upon information provided with the application for title insurance and the public records as defined in the policy to issue. The parties to the forthcoming transaction must notify the title insurance company, prior to closing, if the description does not conform to their expectations.
8. The matters relating to the questions of survey, rights of parties in possession, and unrecorded liens for labor and material have been cleared for the loan policy which, when issued, will contain the ALTA 9.3-06 Endorsement.
9. The policy requested in the application for insurance is ALTA Homeowner's Policy of Title Insurance for a One-to-Four Family Residence. Said policy is not available for this property because it is classified as Farm and Agricultural property and it is more than 5 acres. The ALTA Owner's Policy as identified in Schedule A hereof will be issued.
10. We find no pertinent matters of record against the name(s) of the vested owners.
11. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the Deed under which title is held is: [200603090870](#) and [200605121258](#) (being a re-recording of 200603090869).

12. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.060 (Homestead Statute), if the land is occupied as a primary residence. If the land is occupied as a primary residence, all instruments conveying or encumbering the land must be executed by each spouse, individually, or by an attorney-in-fact. In the event the Company receives instruments that are not joined by the non-owning spouse with possible homestead rights, the Company may be unable to record or to insure the transaction.
13. According to the Application for Title Insurance, the Proposed Insured is Snohomish County, a political subdivision of the State of Washington. We find no pertinent matters of record against the name(s) of said party(ies).
14. The name of the proposed insured lender was not furnished in the application for title insurance.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. Easement and the terms and conditions thereof:
- | | |
|----------------|---|
| Grantee: | Public Utility District No. 1 of Snohomish County |
| Purpose: | Electric transmission and/or distribution line(s) |
| Area affected: | a portion of said premises |
| Recording No.: | 953625 |

And amendments thereto:
Recording No(s).: [200708210719](#)

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

16. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the boundary line adjustment recorded under Recording No. [8907240106](#).
17. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the short plat recorded under Recording No. [9303190753](#).

And amendments thereto:

Recording No(s): [9506070318](#)

18. Easement and the terms and conditions thereof:
Grantee: Public Utility District No. 1 of Snohomish County
Purpose: Electric transmission and/or distribution line(s)
Area affected: a portion of said premises
Recorded: September 20, 1995
Recording No.: [9509200298](#)
19. Terms, covenants, conditions provisions contained in an easement serving said premises, as contained in instrument:
Recorded: July 25, 2005
Recording No. [200507250391](#)
20. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the boundary line adjustment recorded under Recording No. [200507250392](#).
21. Declaration of Covenant and the terms and conditions thereof:
Recorded: February 28, 2006
Recording No.: [200602280316](#)
Regarding: Understandings and conditions for allowing the installation and operation of a Nibbler wastewater treatment system to pre-treat the wastewater from the restaurant before it enters the existing pump tank and Sandfilter LPD Onsite Sewage Disposal System currently installed on said land.
22. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the boundary line adjustment recorded under Recording No. [201312300453](#) and as depicted on Survey recorded under Recording No. [201312305005](#).

End of Special Exceptions

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II CONTINUED
ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

File No.: 771001RT

Schedule B Part II Continued

- A. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intention of the parties to this transaction.
- B. Any maps, plats or surveys attached to this commitment are provide solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Rainier Title, LLC/Commonwealth Land Title Insurance Company, assumes no liability for any loss occurring by reason of reliance thereon.
- C. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice
- D. Abbreviated Legal Description: Parcel B, SC BLA 13-113318, Rec. No. 201312300453, Survey Rec. No. 201312305005, being ptns. Lots 6, 7, 8, 9 & 11, Three Lakes Lumber Co. No. 5, Snohomish Co.
- E. Property Address VACANT LAND, Snohomish, WA 98290
- F. VACANT LAND, Snohomish, WA 98290
- G. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection.
- H. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically. Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing thetitleteam@rainiertitle.com. A hard copy version may be issued upon request.
- I. Notice: Please be aware that due to the conflict between federal and state laws concerning cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II CONTINUED

ISSUED BY RAINIER TITLE AGENT FOR
COMMONWEALTH LAND TITLE INSURANCE COMPANY

RECORDING

We electronically record our files with the county. Please make excise tax checks payable to Rainier Title. Recording packages received with excise payable to the county will not be recorded the same day and will be walked on the following business day if released after the hard recording times below.

Documents for Snohomish County should be delivered to our Everett office at 2722 Colby Avenue, Suite 125, Everett, WA 98201.

Documents for King County should be delivered to our Seattle office at 1501 4th Avenue, Suite 300, Seattle, WA 98101.

Documents for Pierce County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

Documents for Thurston County should be delivered to our University office at 3560 Bridgeport Way W., Suite 2F, University Place, WA 98466

Last Release Times:

| | E-Record | Hard Record |
|------------|-------------------------------------|--|
| King : | 3:30pm | 1:30pm |
| Pierce: | 3:45pm | 2:00pm |
| Snohomish: | 3:30 pm Mon. - Thurs., 2:30 pm Fri. | 2:00pm Mon. – Thurs., 1:00pm on Friday |
| Thurston: | 4:00pm for Deeds of Trust only | 12:00pm |

Recording Fees charged by the county will be billed as follows:

Deeds of Trust: \$100.00 for the first page and \$1.00 for each additional page.

fees increase to \$102.50 for the first page EFFECTIVE July 1, 2019

fees increased to \$104.50 for the first page EFFECTIVE July 28, 2019

Deeds: \$99.00 for the first page and \$1.00 for each additional page.

fees increase to \$101.50 for the first page EFFECTIVE July 1, 2019

fees increased to \$103.50 for the first page EFFECTIVE July 28, 2019

Please add \$4.50 per document for electronic recording.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II— Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary’s website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

RECEIVED

APR 30 2020

**SNOHOMISH COUNTY
PARKS, RECREATION,
& TOURISM DEPARTMENT**



**Snohomish County
Parks Recreation & Tourism**

Dave Somers
County Executive
6705 Puget Park Drive
Snohomish, WA 98296
(425) 388-6600

Stanley Laz
6001 Weber Road
Snohomish, WA 98290

RE: Voluntary Acquisition Notice

Dear Stanley Laz,

Per your request to sell your property to Snohomish County ("County") for Park purposes, the County may consider applying for a Conservation Futures grant for that purpose. The County would like to acquire the property identified as 5001 Weber Road, Snohomish, Tax Account No. 00597600000602 if a satisfactory agreement can be reached. At this time, you have offered to sell fee title to a portion of the property, and a conservation easement on the remainder. We may negotiate a different acquisition configuration until we have reached an agreement on price and terms for the purchase of the property.

Because state or federal money may be used as match in the future to develop or expand the future Park, we are required to let you know that the sale is voluntary. If you do not wish to sell, we will not acquire your property. The County cannot acquire your property by condemnation (i.e., through powers of eminent domain). Because the purchase would be voluntary, you would not be eligible for relocation payments or other relocation assistance under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or the state Real Property Acquisition Policy (Chapter 8.26 Revised Code of Washington) or any other law or regulation. However, any tenants that are eligible displaced people located on the property will be offered relocation assistance.

Again, please understand that if you do not wish to sell your property, we will take no further action to acquire it. If you are willing to sell all or a portion of the property, the purchase price will be established by a Fair Market Value independent appraisal and review. If you have any questions, please contact me at 425-388-6623.

Please fill in the appropriate areas on the Property Owner Acknowledgement and return this form to Kye Iris at Snohomish County Parks and Recreation, 6705 Puget Park Drive, Snohomish WA 98296.

Property Owner Acknowledgement

Parcel Tax Account: A portion of Assessor Parcel # 00597600000602

☒ Yes, I am a willing seller at this time

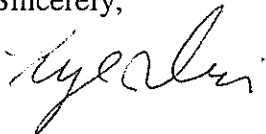
☐ No, I am not a willing seller at this time

Property owner phone number: 360-563-5957

Property owner signature Stanley R Lay 25 APR 2020
Date

Tenant Occupancy: This property is occupied by the owner, there is no tenant occupancy

Sincerely,



Kye Iris
Parks Property Administrator