



DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of _____, 2026 (the “Effective Date”), by and between John E. Heldridge and Margaret J. Davidson, husband and wife (“Donor”), and Snohomish County, a political subdivision of the State of Washington (“Donee” or “County”).

1. Real Property. Donor is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 2.35 acres of undeveloped land as more particularly described on Exhibit A to this Agreement (the “Property”). Donor hereby agrees to donate, give, transfer and convey to the County, and the County agrees to accept from Donor, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Value of Donation. The parties agree that the value of the Property is Three Hundred and Thirty Three Thousand Dollars (\$333,000.00). If the Donor elects to claim tax benefits associated with this Agreement, the County agrees, upon request, to provide Donor with reasonable written verification of the County’s receipt of the Property. In the event Donor elects to claim tax benefits associated with this Agreement: The County acknowledges that the value determination used for the value is taken from Donor’s appraisal dated March 20, 2026. The County makes no representations, warranties or guarantees relating to the tax implications of this Agreement.

3. Title.

3.1 Conveyance. At closing, Donor shall convey the Property to the County by a duly executed and acknowledged statutory warranty deed in substantially the form attached to this Agreement as Exhibit B (the “Deed”), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved by the County pursuant to Section 3.2 below. Monetary encumbrances not assumed by the County shall be removed by the Donor at or before closing.

3.2 Preliminary Commitment; Condition of Title. The County has received a preliminary commitment (the “Preliminary Commitment”) for title insurance for the Property from Stewart Title Company, Commitment No. 2860699 dated February 24, 2026. The County hereby approves the following Special Exceptions Schedule B Part II shown on the Preliminary Commitment, which may remain on title at closing: 1, 2, 3, 4, 5, 6 and 7. All other Special Exceptions must be removed at or before closing.

3.3 Title Insurance. At closing, Donor shall cause the Title Company to issue to the County, at the Donor’s expense, a standard coverage owner’s ALTA policy of title insurance (the “Title Policy”), dated as of the closing date, insuring the County’s fee simple title to the Property, subject only to the standard form of General Exclusions and Exceptions and the Special Exceptions approved by the County pursuant to Section 3.2 above.

4. Donee’s Due Diligence. This Agreement is subject to the County’s approval, in the County’s sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by the County or the County’s agents. The County shall have thirty (30) days from the Effective Date (the “Due Diligence Period”) to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect. During the Due Diligence Period, the County and the County’s agents may enter the Property at reasonable times to perform such studies and surveys as the County deems necessary, provided, however, that the County will not perform any excavation or coring on the Property without Donor’s prior consent, which consent shall not be unreasonably withheld.

5. Donor’s Representations and Warranties. Donor represents and warrants to the County as of the Effective Date, and again as of the date of closing, as follows:

(a) To the best of Donor’s knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to the Property or any portion thereof.

(b) Donor has no knowledge of any material defect in the Property, whether latent or patent.

(c) To the best of Donor’s knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.

(d) Donor has no knowledge, nor has Donor received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property.

(e) Donor has no knowledge, nor has Donor received written notice, of any default or breach by Donor under any covenants, conditions, restrictions, rights of way or easements affecting the Property or any portion thereof.

(f) To the best of Donor's knowledge, neither Donor nor any third party has placed, deposited, generated, manufactured, processed, handled or otherwise brought on to the Property any hazardous, dangerous or toxic substances or materials, as defined under any applicable environmental laws. To the best of the Donor's knowledge, the Property contains no underground storage tanks. Donor has no knowledge of any substances or conditions on the Property which may support a claim or cause of action against the owner of the Property, whether by a governmental agency or body or private party under any environmental laws. Donor has not received notification from any agency or individual that the Property is, or may be, in violation of any environmental law(s) or is, or may be, targeted for a cleanup pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, codified at 42 USC §9601 et. seq. (the "Superfund Act"), the Model Toxics Control Act, codified at Chapter 70.105D RCW (the "MTCA"), or other federal or state hazardous waste cleanup laws rules or regulations.

In the event any of the representations contained in this Section 5 become untrue prior to or as of the date of closing as a result of information received by Donor or occurrences subsequent to the date hereof, Donor shall promptly notify the County and, within ten (10) days after receiving such notice, the County may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Donor.

The representations and warranties contained in this Section 5 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

6. Donor's Covenants. Donor covenants to the County as follows:

(a) Upon closing, the Property will not be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.

(b) Unless otherwise provided in this Agreement, Donor shall remove all debris and personal property located on the Property before closing, at Donor's sole cost and expense.

(c) Donor shall indemnify and hold the County harmless from all claims for commissions or fees by any broker.

(d) Donor is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended.

The covenants contained in this Section 6 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

7. The County's Authority. The County's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Snohomish County Council and the execution of this Agreement by the Snohomish County Executive. The County represents and warrants to Donor that, at the date the County executes this Agreement and at the date of closing, the County, and any person signing on behalf of the County, has full power and authority to execute this Agreement and to perform the County's obligations hereunder.

8. The County's Contingency for Legislative Appropriation. As required by the Snohomish County Charter and other applicable law, all of the County's obligations under this Agreement after the calendar year in which this Agreement is executed by the County are contingent upon local legislative appropriation of the necessary funds for this specific purpose, which will occur on or before December 31, 2026. This condition is automatically waived if exercised.

9. Closing.

9.1 Closing. As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded.

9.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through the escrow department of Stewart Title Company (the "Escrow Agent").

9.3 Closing Date. The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than December 31, 2026 (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

9.4 Closing Documents and Funds. On or before the date of closing, the County and Donor shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

9.5 Closing Costs; Prorations. County will pay the following closing costs: (i) the cost of recording the Deed; and (ii) the Escrow Agent's escrow fee. Donor will

pay for the title policy and the real estate excise taxes due on the sale, if any. Property taxes shall be prorated at closing. Water and other utilities shall be prorated as of closing. All other costs of closing, if any, shall be borne by Donor and County in a manner consistent with local practice for the county in which the Property is located.

9.6 Possession. Donor shall deliver possession of the Property to the County upon closing.

10. Default and Remedies. If Donor is unable to, or does not, perform Donor's covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Donor's representations and warranties under Section 5 are not all true and accurate, Donor shall be in default of this Agreement. In the event of Donor's default, the County shall be entitled to terminate this Agreement by written notice to Donor and Escrow Agent.

11. Notices. All notices, waivers, elections, approvals, and demands required or permitted to be given under this Agreement must be in writing and personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Any notice will be effective when actually received or, if mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Donor:

John E. Heldridge
Margaret J. Davidson
143 Moss Road NW
Shoreline, WA 98177
Ph. (206) 972-6432
Email. jeheldridge@mac.com
Hotmetal50@mac.com

If to Donee or County:

Snohomish County Property Officer
Carl Jorgensen
3000 Rockefeller Avenue, M/S 404
Ph. (425) 388-3400
Email. Carl.Jorgensen@snoco.org

If to Escrow Agent:
Stewart Title Company

2820 Oakes Avenue, Suite A
Everett, WA 98201
Ph. (425) 317-7300
Email. Chillie.Ambrose@stewart.com

12. General. This Agreement shall be governed by the law of the State of Washington. This is the entire agreement of the County and Donor with respect to the Property and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by the County and Donor. Any waivers under this Agreement must be in writing. A waiver of any right or remedy in the event of a default will not constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement is for the benefit of, and binding upon, the County and Donor and their heirs, personal representatives, successors, and assigns. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

13. Exhibits. The following documents are attached to this Agreement as Exhibits and are incorporated herein by this reference:

EXHIBIT A – Legal Description of Property
EXHIBIT B – Form of Statutory Warranty Deed

14. Time of the Essence; Computation. Time is of the essence of each and every provision of this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

15. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

DONOR:

John E. Heldridge

By : _____

DONEE:

Snohomish County, a political
subdivision of the State of Washington

By : _____

Name: Carl Jorgensen
Title: Property Officer

DONOR:

Margaret J. Davidson

By : _____

Approved as to Form:

Deputy Prosecuting Attorney

EXHIBIT A

Legal Description of Property

PARCEL A:

That portion of Tract 6, Lund's Meadowdale Tracts, recorded in Volume 6 of plats, Page 26, records of Snohomish County, Washington, described as follows:

Beginning at the Southwest corner of said tract;
Thence North beginning at the Southwest corner of said tract;
Thence North 0°52'00" East 100.00 feet to the Northwest corner of said tract;
Thence South 89°57'00" East along the North line of said tract 210.00 feet to the Northwest corner of that parcel conveyed to Paul H Casey and Lillian M Casey, his wife, under Auditor's File No 1805052;
Thence South 9°22'44" West, along the Westerly line of said Casey Parcel, 101.33 feet to the South line of said tract;
Thence North 89°57'00" West along said South line 195.00 feet to the point of beginning.

Together with that portion of vacated 73rd Avenue West adjoining upon vacation, attached to said property by operation of law, by Ordinance No. 3201, recorded under Recording No. 9806030195, in Snohomish County, Washington.

PARCEL A-1:

A non-exclusive right of easement for purposes of ingress and egress over that portion of said Tract 3 described as follows:

Beginning at the Southeast corner of said Tract 3;
Thence North 89°57'00" West along the South line of said tract 185.55 feet;
Thence North 13°13'00" West of 50.83 feet to the beginning of a curve to the left having a radius of 20 feet;
Thence Northwesterly along said curve through a central angle of 78°23'30" an arc distance of 27.36 feet to a point of reverse curvature and the beginning of a curve to the right with a radius of 70.00 feet;
Thence Westerly along said curve through a central angle of 61° 47'32" an arc distance of 75.49 feet to the North line of said tract;
Thence South 89°57'00" East along said north line 96.41 feet;
Thence South 13°13'00" East 82.18 feet;
Thence South 89°57'00" East 165.00 feet to the East line of said tract;
Thence South 0°52'00" West 20.00 feet to the point of beginning.

PARCEL B:

Lot 7, Lund's Meadowdale Tracts, according to the plat thereof recorded in Volume 6 of Plats, Page(s) 26, records of Snohomish County, Washington.

Together with that portion of vacated 72nd Avenue West and 73rd Avenue West adjoining upon vacation, attached to said property by operation of law, by Ordinance No. 3199, recorded under Recording No. 9806030193 and Ordinance No. 3201, recorded under Recording No. 9806030195, in Snohomish County, Washington.

PARCEL C:

Lot 10, Lund's Meadowdale Tracts, according to the plat thereof recorded in Volume 6 of Plats, Page(s) 26, records of Snohomish County, Washington.

Together with that portion of vacated 72nd Avenue West and 73rd Avenue West adjoining upon vacation, attached to said property by operation of law, by Ordinance No. 3199, recorded under Recording No. 9806030193 and Ordinance No. 3201, recorded under Recording No. 9806030195, in Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B

Return Address:
Snohomish County
Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
ATTN: Carl Jorgensen

Document Title(s) (or transactions contained therein): Statutory Warranty Deed
Reference Number(s) of Related Documents: N/A
Grantor(s) (Last name first, then first name and initials): John E. Heldridge and Margaret J. Davidson, husband and wife
Grantee(s) (Last name first, then first name and initials): Snohomish County, a political subdivision of the State of Washington
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) LT 6, 7 and 10, LUND'S MEADOWDALE TRACTS, SNOHOMISH COUNTY, WA
Assessor's Property Tax Parcel/Account Number 00500900000601, 00500900000700 AND 0050090001000

STATUTORY WARRANTY DEED

The Grantor, John E. Heldridge and Margaret J. Davidson, husband and wife, donates, conveys and warrants to Snohomish County, a political subdivision of the State of Washington (“Grantee”), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the “Property”), subject to the matters identified on Schedule 2 attached hereto.

DATED: _____, 2026.

Grantor: John E. Heldridge

By: _____

Grantor: Margaret J. Davidson

By: _____

Accepted by:

Snohomish County, a political subdivision of
the State of Washington

Name: Carl Jorgensen, Property Officer

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STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _day of _____, 2026, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _day of _____, 2026, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____, to me known to be the individual(s) described in and who executed the within instrument and acknowledged to me that he/she signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____.

Schedule 1
to Statutory Warranty Deed

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Thence South 9°22'44" West, along the Westerly line of said Casey Parcel, 101.33 feet to the South line of said tract;
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Situate in the County of Snohomish, State of Washington.

Schedule 2 Special Exceptions

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.
2. Exceptions and Reservations as contained in Instrument No. 2413176.
Affects Parcel A
3. Ordinance No. 3199 and the terms and conditions thereof recorded under Instrument No. 9806030193.
4. Ordinance No. 3201 and the terms and conditions thereof recorded under Instrument No. 9806030195
5. Plat of LUNDS MEADOWDALE TRACTS as recorded in Volume 2 of Plats, Page(s) 26, and any amendments thereto.
6. Survey and the terms and conditions thereof recorded under Instrument No. 9008025001.
7. Survey and the terms and conditions thereof recorded under Instrument No. 202412035009.