



Snohomish County

Conservation and Natural Resources
Surface Water Management

3000 Rockefeller Ave., M/S 303
Everett, WA 98201-4046
(425) 388-3464
www.snoco.org

June 15, 2022

Dave Somers
County Executive

Snohomish County Conservation Futures Program
Attn: David McConnell, Associate Planner
6705 Puget Park Drive
Snohomish, WA 98296-4214

Subject: Transmittal of Conservation Futures Grant Application for The Clearing at Cutthroat Creek

Dear Mr. McConnell:

This is to transmit the attached completed Application for Conservation Futures Funds for The Clearing at Cutthroat Creek project, submitted by Snohomish County Surface Water Management.

The Clearing at Cutthroat Creek project represents a unique opportunity for furtherance of protection and restoration efforts toward conservation and potential enhancement of riparian areas and habitat, in the headwaters of Cutthroat Creek, an important tributary and cold water source to Little Bear Creek. This acquisition would expand and protect the habitat connectivity provided by the adjacent 9.21 acres of land previously conserved under the Little Bear Creek Brightwater Acquisitions, and further protect water quality and runoff into Clearing and Cutthroat Creeks. Surface Water Management is pleased to submit this application for consideration by the Conservation Futures Program Advisory Board.

Thank you for your assistance. If you have any questions or concerns regarding the application, please contact me at (o) 425-262-2623, (c) 425-293-5507, or adam.jackson@snoco.org.

Sincerely,

Adam Jackson
Principal Watershed Steward

Attachment: Application for Conservation Futures Funds for The Clearing at Cutthroat Creek project

SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

APPLICATION FOR CONSERVATION FUTURES FUNDS

PROJECT NAME: THE CLEARING AT CUTTHROAT CREEK

PROJECT SPONSOR: SNOHOMISH COUNTY SURFACE WATER
MANAGEMENT

APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF21-01

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	The Clearing at Cutthroat Creek Photos	X
8	Willing Seller Letter – Rogers	X
9	Title Report – Rogers	X

SECTION I – APPLICANT INFORMATION

1. PROJECT TITLE: The Clearing at Cutthroat Creek

2. AMOUNT REQUESTED (from Cost Worksheet) \$298,000

3. PROJECT SPONSOR: Snohomish County Surface Water Management

Address: 3000 Rockefeller Ave, M/S 303, Everett, WA 98201

Sponsor is: Unit of Local Government: _____X_____

Private/Non-Profit Agency*: _____

*Eligible per [RCW 84.34.250](#)

4. CONTACT PERSON:

Name: Adam Jackson Title: Principal Watershed Steward

Address: 3000 Rockefeller Ave, M/S 303, Everett, WA 98201

Phone: 425-262-2623 Cell Phone: 425-293-5507

Email Address: adam.jackson@snoco.org

SECTION II – PROJECT INFORMATION

1. PROJECT LOCATION:

Address: 21613 78TH AVE SE, WOODINVILLE, WA 98072-9784

Section: 26 Township: 27 Range: 05

Assessor Tax Account Number(s): 27052600101100

Property Legal Description (full legal if available):

SEC 26 TWP 27 RGE 05 ALL TH PTN OF E1/2 SW1/4 NE 1/4 LY N OF NP R/W BEING MORE PART DAF PAR A: COM NE COR SD SEC 26 FROM WHICH N 1/4 COR THOF BEARS N89*52 58W 2763.99FT TH N89*52 58W ALG N LN SD SEC26 DIST 1381.99FT TO E LN NW1/4 NE1/4 SD SEC 26 TH S05*06 28W ALG SD E LN 1411.34FT TO NE COR SW1/4 NE1/4 SD SEC 26 HEREINAFTER REF TO AS PT "X" TH CONT S05*06 28W ALG SD E LN 171.71FT TH N84*53 32WPERP TO SD E LN 38.50FT TO TPOB TH N65*50 00W 206.00FT TH S24*10 00W 156.57FT TO C/L FOLG DESC PAR "B" HEREINAFTER REF TO AS PT "Y" TH CONT S24*10 00W 81.93FT TH S65*50 00E 206.00FT TH N24*10 00E238.50FT TPOB TGW FOLG DESC PAR "B" CENTERED ON AN EXIST GRAVEL RD & BEING 20.00FT IN WIDTH & 10.00 FT ON EA SIDE OF FOLG DESC C/L PAR B: COM AT AFORESAID PT "Y" ON SD C/L TH N39*39 05W 56.46 TO BEGOF 147.55FT RAD CRV TO R TH NLY ALG SD CRV & C/L THRU C/A 58*00'12" ARC DIST 149.37FT TO BEG 90.00 FT RAD COMP CRV TO R TH N NELY ALG SD CRV & C/L THRU C/A 23*35'13" ARC DIST 37.05FT TH N41*56 20E22.65FT M/L TO N LN SW1/4 NE1/4 AFORESAID SEC 26 & TERM SD DESC C/L THE 10.00FT SIDELINES OF SD C/L SHALL

BE LENGTHENED OR SHORTENED TO TERM ON W MOST BDY OF AFORESAID PAR A & ON N LN SW1/4 NE1/4AFORESAID SEC 26 PER SNO CO SSE REC AFN 200804210575 (0.25 of 1.25 ACRES) OSG-86

2. EXISTING CONDITIONS:

Number of Parcels: 1

Total Acres: 1.25

Addition to Existing Site: YES ☒ NO ☐ If yes, which site: Headwaters of Cutthroat Creek Little Bear Creek Brightwater Acquisitions (9.21 acres)

Current Zoning: Rural 5-Acre

List Existing Structures/Facilities: Single family house, Gazebo, outbuilding: Excellent condition

Current Use: 940/Open Space General

Waterfront? (name of body of water): Cutthroat Creek and Clearing Creek on adjacent County Property

Shoreline? (lineal ft.): Provides additional buffer

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

3. CURRENT OWNERSHIP:

Current Owner(s): Constance Rogers

Is the property owner a willing seller? YES* ☒ NO ☐

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

- Future encumbrance: Reserved Life Estate with Deed restrictions protecting the property in perpetuity from future development.
- Existing driveway access for County to access adjacent site
- Utility easement that serves the residence

*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 ☒

**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:*

Fee title with reserved Life Estate: Terms to include a requirement for the house to be managed by a caretaker until such time as the house can no longer be occupied (estimate 20+ years)

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.

The County proposes to acquire one parcel at Clearing Creek and Cutthroat Creek in unincorporated Snohomish County for conservation and restoration purposes. The Roger's parcel is an inholding within a larger parcel previously acquired by Surface Water Management from this landowner, currently managed to protect Clearing Creek and Cutthroat Creek. The subject property was originally reserved from the target acquisition area in order to retain the custom-built private residence. The owner now intends to reserve a Life Estate on the property, transferring the Deed to the County to preserve the property for habitat purposes in perpetuity as the original goal was identified in 2008. Acquisition of this property will provide additional buffer to the Clearing Creek and wetlands that are a source for Cutthroat Creek (salmon-bearing), and ultimately Little Bear Creek, an identified high priority for conservation. Mature forest with significant trees and immature forest covers the site, and wetlands are present. The small tributary has perennial, cool stream flow and Cutthroat Creek on the existing/adjoining parcel has good biological integrity scores. These headwater streams are important to protect to sustain water quality and habitat downstream on Cutthroat Creek, where the County has substantial investment and restoration objectives at Carousel Ranch, and downstream in Little Bear Creek. Overall, this proposed acquisition will conserve, expand and improve the connectivity and function of conservation lands in this important stream corridor (see map). This Acquisition will protect the history and heritage of this last remaining parcel itself, originally owned by Marie Lee, then Arthur Hodges. This family homesteaded hundreds of acres in the Maltby Area and dedicated the 160-acre Lee Memorial Forest to the University of Washington for permanent conservation purposes. Arthur Hodges tasked Connie Rogers with stewardship of "the Clearing" to protect the vital stream corridor, and the forest, fish and wildlife that still thrive here. This gift will be Connie's final commitment to conservation of this last special place that began in the early 1900s.

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.

Snohomish County Department of Conservation & Natural Resources (Parks and Surface Water Management (SWM)) currently manage conservation lands under programmatically funded

operations projects to provide site assessment, maintenance, and minor projects. Parks and SWM also conduct forest conservation and additional enhancement through invasive weed control. Planting native trees and shrubs is possible if the property is acquired, which adds value to the proposal and future stream functions including shading, temperature control, and habitat quality. Once the owner no longer resides in the house, an Agreement will be in place that provides for a County caretaker to occupy the house (which is in excellent condition) until it is no longer practical to maintain the house for occupancy.

7. PROJECT COST (Cost Worksheet):

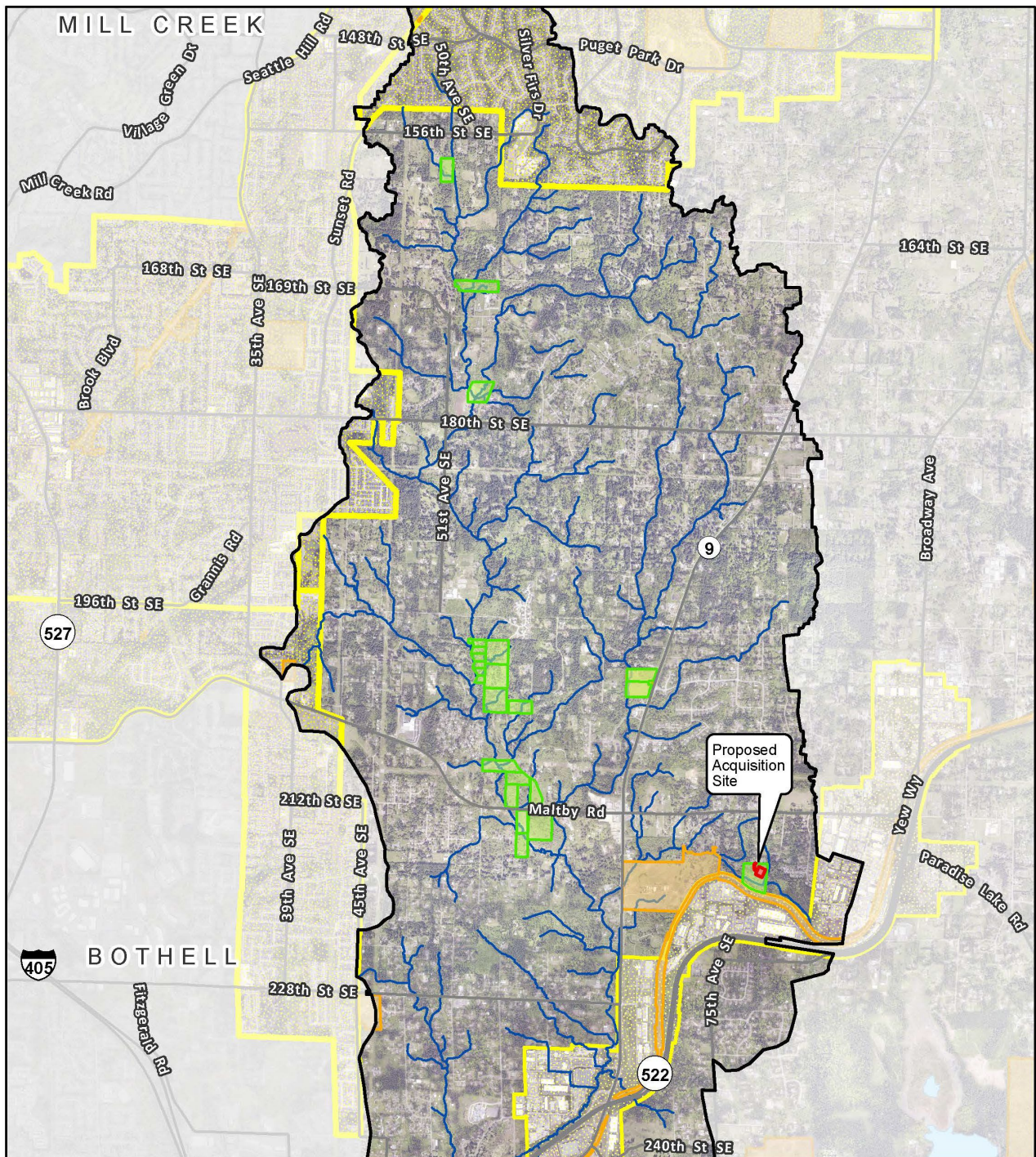
Please provide a summary of project cost, utilizing the following Cost Worksheet. Indicate on the worksheet any matching funding and/or donation value provided by the project sponsor and total request for funding from the Conservation Futures program, both as a total value and as a percentage of the 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 County will aim to acquire the 1.25-acre Roger parcel. The seller has offered to sell the property for a deeply discounted purchase price of \$250,000. The property will be appraised for the purpose of filing a Waiver of Retroactivity to use the appraised value for future grant match, and as a tax deduction for the seller. The assessed value of the property is \$663,500 and current estimated fair market value of the property is approximately \$1,050,000.

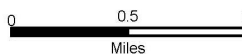
*Please note that if additional grant funds will be sought from other sources (e.g. Washington State Recreation and Conservation Office (RCO), an appraisal will be required. Additional acquisition and appraisal requirements for matching grants, administered through RCO, can be found at <https://rco.wa.gov/recreation-and-conservation-office-grants/grant-manuals/>



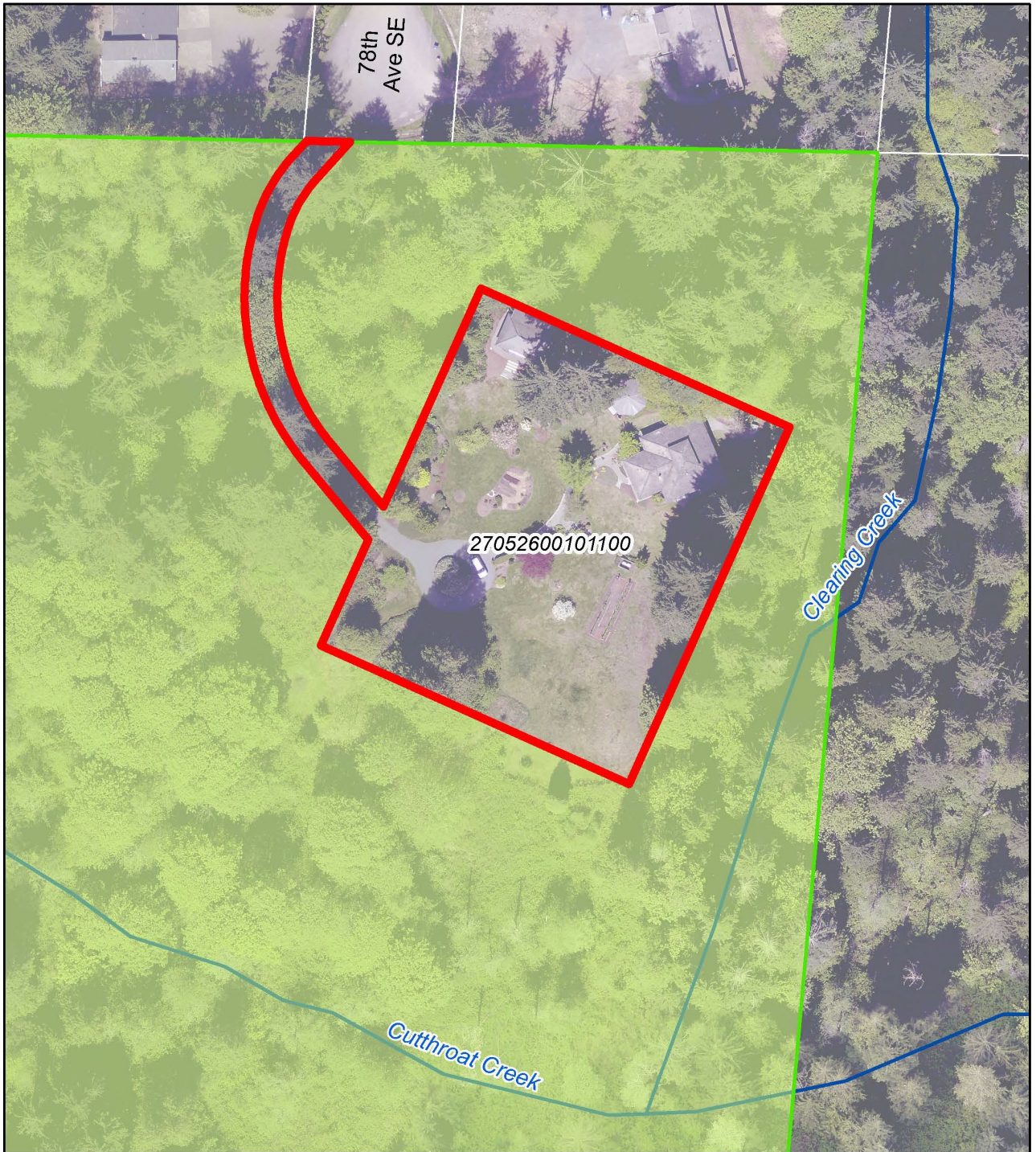
The Clearing at Cutthroat Creek Conservation Futures Site 27052600101100 Vicinity Map

Legend

- Proposed Acquisition
- Parks Property
- Stream
- Subbasin
- Streets
- UGA
- SWM Property
- City Limits



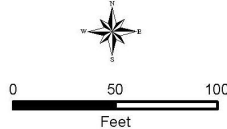
All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.



Legend

- Proposed Acquisition
- SWM Property
- Stream

The Clearing at Cutthroat Creek Conservation Futures Site Map of Parcel 27052600101100



Snohomish County
Conservation &
Natural Resources
Surface Water Management
425-388-3464

All maps, data, and information set forth herein ("Data"), are for illustrative purposes only and are not to be considered an official citation to, or representation of, the Snohomish County Code. Amendments and updates to the Data, together with other applicable County Code provisions, may apply which are not depicted herein. Snohomish County makes no representation or warranty concerning the content, accuracy, currency, completeness or quality of the Data contained herein and expressly disclaims any warranty of merchantability or fitness for any particular purpose. All persons accessing or otherwise using this Data assume all responsibility for use thereof and agree to hold Snohomish County harmless from and against any damages, loss, claim or liability arising out of any error, defect or omission contained within said Data. Washington State Law, Ch. 42.56 RCW, prohibits state and local agencies from providing access to lists of individuals intended for use for commercial purposes and, thus, no commercial use may be made of any Data comprising lists of individuals contained herein.

SECTION III - COST WORKSHEET

ESTIMATE OF COSTS		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	\$250,000	Land & Improvements
Improvements	N/A	Land acquisition only
PROPERTY COSTS SUBTOTAL:	\$	
<i>Reimbursable Incidental Costs (as appropriate)</i>		
Applicable taxes	\$0	Prorated to date of sale; County exempt
Appraisal review	\$4,000	
Appraisal(s)	\$17,000	
Baseline inventory	N/A	
Boundary survey	N/A	
Closing (escrow/recording fees)	\$3,000	County exempt from REET
Cultural resources study	\$0	
Demolition	\$0	
Fencing	\$0	
Hazardous substance report	\$0	
Noxious weed control	\$2,000	
Other (Specify) Native Plantings	\$20,000	
Signage	\$0	
Title reports/insurance	\$2,000	
Wetland delineation	\$0	
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$48,000	
TOTAL PROJECT COST (Property and Incidental):	\$1,098,000	
MATCH (cash and/or donation) – deduct from total project cost*	\$800,000	Landowner donation of value
TOTAL CONSERVATION FUTURES FUNDING REQUEST:	\$298,000	
% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**	27.14%	

***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.

****Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage requested from Conservation Futures above and/or total funding award recommended by CFPAB and authorized through County Council action (whichever is lower). Match documentation will be required prior to reimbursement.**

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?

The subject parcel is currently zoned Rural 5 acre. This project will extinguish future development rights and preserve the property ultimately as open space in perpetuity, and will expand on the Little Bear Creek Brightwater property, and Carousel Ranch Park property, both previously protected as open space by the County.

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

The parcel is potentially developable or re-developable. A future addition or new development could impact the buffer to Clearing Creek, and wetlands, and remove an extremely rare 200+ year old growth cedar. Protecting the existing natural functions of the stream and buffer are important enough to this landowner to motivate her to generously donate her substantial equity to ensure protection of this pristine family treasure, eventually returning the entire “Clearing” to its native vegetation.

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

The project adds to a linkage of public ownership and protection to existing conservation lands in the Cutthroat Creek Headwaters, as identified in the Little Bear Creek Brightwater Acquisitions project, including nearby Carousel Ranch Park. This acquisition will expand and protect the habitat connectivity provided in the Cutthroat Creek Headwaters, and further protect water quality and runoff into Cutthroat Creek, and thus Little Bear Creek further downstream. The site is also an important wildlife corridor for red fox and black bear (bear scat photo available, June 7, 2022). Pileated woodpeckers and great horned owls have nested on this site, as well as the Lee Forest a short distance by wing. Limited public access will be considered, as the landowner’s main motivation for this generous bequest is for habitat protection. Guided tours would be allowed for environmental education purposes.

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

Snohomish County implemented a continuum of land acquisitions that secured approximately 200 acres of conservation and recreation lands in the Little Bear Creek watershed. At that time

the Rogers parcel was identified as the highest priority acquisition in the vicinity. This acquisition will eliminate the 1.25-acre inholding and protect the entire 10.46 acres originally identified for protection, thus furthering the extension of conservation throughout the Cutthroat Creek corridor to protect natural functions of the Little Bear Creek subbasin in this target area using land acquisition.

This new proposed action includes the remaining 1.25-acre portion of a former parcel where the surrounding 9.21 acres of the former parcel were purchased under the Brightwater Mitigation land acquisition program for conservation purposes. Purchase of this remaining 1.25-acre portion and eventual restoration of the site would create a continuous conservation area of the total 10.46-acre original property that was originally contemplated as a Brightwater Mitigation acquisition, but not possible previously.

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

Conservation programs implemented in the Little Bear Creek subbasin include WRIA 8 Salmon Recovery strategies and actions and more recently developing parts of the Little Bear Creek Basin Plan, which will be merged into the Stormwater Management Action Plan (SMAP) for Little Bear Creek to further National Pollutant Discharge Elimination System (NPDES) goals and objectives. As part of subsequent studies to the Little Bear Creek Basin Plan (2017), conceptual plans for five instream projects were developed along the Little Bear Creek mainstem and tributaries, and one of these, a restoration and enhancement project on Cutthroat Creek in the Carousel Ranch future County Park site, is in design phase, and planned for construction in 2022. Additionally, Snohomish County implements noxious weed control efforts on public and private lands. The owner of the subject parcel has cooperated with the County in assessment and control efforts on the adjacent property. This proposed Conservation Futures acquisition project thus represents a furtherance of Little Bear subbasin protection and restoration efforts toward conservation and potential enhancement of riparian areas and habitat. The applicable WRIA 8 Salmon Recovery Strategies ([10-year Update: Chinook Salmon Conservation Plan \(govlink.org\)](https://govlink.org)) are as follows:

- Protect and restore functional riparian vegetation
- Protect and restore channel complexity
- Reconnect and enhance creek mouths
- Protect and restore cold-water sources and reduce thermal barriers to migration
- Remove fish passage barriers
- Protect and restore forest cover and headwater areas

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

Regional or community-wide significance will be realized based on the accumulation of similar actions and other protection and restoration actions in the Little Bear Creek subbasin. This action is part of the effort that includes multiple facets described above. Prior to 2004, no public recreation or conservation properties were located in the Little Bear Creek subbasin (except UW forest). Today, regional and community-wide significance is being built step by step – currently 39 parcels and > 200 acres of conservation and recreation lands are in place to

support community uses and natural resources, including an additional 3+ acres previously funded by Snohomish County Conservation Futures in 2021 (Little Bear Creek Acquisitions: Grant and Jensen parcels).

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

Snohomish County's Comprehensive Plan includes a goal to "Identify and protect open space, natural and scenic resources and shoreline areas" (Goal LU 10). Goal 10.A.1 indicates the County should consider various features for inclusion in an open space system, including natural or scenic resources areas (Subsection a), public and private low intensity park and recreation sites such as wildlife preserves (Subsection d), land reserved as open space or buffer as part of development (Subsection e), and lands that link existing open space and recreation areas (Subsection j). Related are the WRIA 8 Salmon Recovery Plan land use recommendations (same link as above) including:

- Manage growth to minimize impacts to water quality, riparian forest cover, and flows
- Promote LID and green stormwater infrastructure
- Use incentive programs to protect watershed functions and values (examples include transfer of development rights, public benefit ratings system, etc.)
- Promote restoring native vegetation cover
- Ensure maintenance of properties protected through fee acquisitions or easements

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

Conservation of natural area functions and values will accrue downstream to support water quality, stream flow and fish and wildlife use/enjoyment in Woodinville as well as in unincorporated Snohomish County. The fish and wildlife functions also support tribal benefits and Washington State priority habitat and species benefits. We highlight that County-owned properties have transferred to municipalities upon incorporation in the Southwest UGA area and future transfer is conceivable.

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

At this time, public access is not the goal. However, the riparian protection provided will help protect the cold water refugia of Cutthroat Creek, that benefits the salmon habitat for both Cutthroat Creek and the mainstem Little Bear Creek. The salmon habitat protection provides a public natural resource benefit, which would be accessible to the public downstream in Carousel Ranch Park. The tree canopy and carbon sequestration provided by the mature conifers and vegetation are valued by the community. Eventually, educational tours that include old growth cedar and pristine habitat viewing would enhance the public use and enjoyment of the site.

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

The uniqueness of the opportunity is, in part, due to the opportunity to add to the extent of the natural area protected nearby and increase conservation in the Little Bear Creek subbasin (see vicinity map). Also special is the natural hydrology and wetlands in the area that contribute to low flow in summer, cooling Little Bear Creek in a manner that is supportive of important water quality and habitat conditions in the watershed. The generous donation of this landowner and

steward of this historic gem is not unique, but it is extremely rare. For a landowner to be so committed to protecting a place that they would provide for its permanent protection is both admirable and inspirational. It is people like Connie Rogers that make it possible to preserve these precious resources for future generations.

Other Criteria:

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

A. Does the project comprise an entire project?

YES ☒__

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 ____

Connie Rogers has agreed to sell her property for a price well below assessed value, as she wants to see her property protected in perpetuity. Her donation of approximately \$800,000 in land value demonstrates that commitment and community support.

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 ☒__

NO ____

Snohomish County Department of Natural Resources and Conservation (Parks and Surface Water Management (SWM)) currently manage conservation lands under programmatically funded operations projects to provide site assessment, maintenance, and minor restoration. Additionally, annually funded Capital Improvement Programs in Parks and SWM are used to design and construct restoration projects and replace fish passage barrier culverts. Lastly, there is local landowner interest to participate in site stewardship activities.

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.

Attachments: Supporting documents (listed below)

- Cutthroat Creek Photos
- Willing Seller Letter – Rogers
- Title Report – Rogers

The Clearing at Cutthroat Creek Photos









200+ year old cedar that was left uncut when Maltby was logged



Cutthroat Creek dammed to facilitate the logging operations of the early 1900's

**Willing Seller Letter – Rogers
(attached)**



Snohomish County

Dave Somers

County Executive

6705 Puget Park Drive

Snohomish, WA 98296

(425) 388-6600

Constance Rogers
21613 78th Ave SE
Snohomish, WA 98296

RE: Voluntary Acquisition Notice

Dear Constance Rogers,

Per your request to sell your property to Snohomish County ("County"), subject to a reserved Life Estate for conservation purposes, the County intends to write a grant to secure Conservation Futures funding for that purpose. The County would like to acquire the property identified as 21613 78th Ave SE., Snohomish, Tax Account No. 27052600101100 if a satisfactory agreement can be reached. Please sign the signature block on page 2 as confirmation of receipt of this Voluntary Acquisition Notice.

Because state or federal money may be used as match in the future to enhance or restore the property, 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 the property, the purchase price will be based upon the negotiated price set by our verbal negotiations. If you wish to determine a value for tax deduction purposes, the County will perform an independent appraisal to determine fair market value for that purpose. We understand that you have offered to donate a portion of

the purchase price once the fair market value has been established and the terms of a Life Estate agreement have been negotiated. 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 email this form to Kye Iris at Snohomish County Parks and Recreation, 6705 Puget Park Drive, Snohomish WA 98296.

Property Owner Acknowledgement

Parcel Tax Account: 27052600101100

☒ Yes, I am a willing seller at this time

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

Property owner phone number 206-617-0998

Property owner signature Constance M. Rogers

Tenant Occupancy: This property is currently leased to n/a

Sincerely,

Kye Iris
Parks Property Administrator

**Title Report – Rogers
(attached)**



STEWART TITLE GUARANTY 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 EXTRA CONTRACTUAL 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, Stewart Title Guaranty, a Texas Company (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:

Authorized Countersignature

Rainier Title, LLC
Company Name



Matt Morris
President and CEO

Denise Carraux
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.

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- (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:

STEWART TITLE GUARANTY 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.

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





**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**
ISSUED BY RAINIER TITLE AGENT FOR
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Rainier Title, LLC

ALTA Universal ID: 1114318

File Number: 808050RT

Property Address: 21613 78th Avenue S.E., Woodinville, WA 98072

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: May 26, 2022

2. Policy or Policies to be issued:

ALTA Standard Coverage Owner's Policy
(06/2006)
Rate: ST - Owners Standard
Discount: None

Amount:	\$10,000.00
Premium:	\$294.00
Sales Tax:	\$29.11

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.

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:
Constance Rogers, as a separate estate

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

Executive Vice President of Title

By:

STEWART TITLE GUARANTY COMPANY


Agent Signature
Agent Number: 470079

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



ALTA COMMITMENT FOR TITLE INSURANCE

COMMITMENT - EXHIBIT A

ISSUED BY RAINIER TITLE AGENT FOR
STEWART TITLE GUARANTY COMPANY

File No.: 808050RT

EXHIBIT 'A'

All that portion of the East half of the Southwest quarter of the Northeast quarter lying Northerly of the Northern Pacific Railroad right of way in Section 26, Township 27 North, Range 5 East, W.M., in Snohomish County, more particularly described as follows:

Parcel A:

Commencing at the Northeast corner of said Section 26 from which the North quarter corner thereof bears North 89°52'58" West 2763.99 feet;

Thence North 89°52'58" West along the North line of said Section 26, a distance of 1381.99 feet to the East line of the Northwest quarter of the Northeast quarter of said Section 26;

Thence South 05°06'28" West along said East line, 1411.34 feet to the Northeast corner of the Southwest quarter of the Northeast quarter of said Section 26, hereinafter referred to as Point "X";

Thence continuing South 05°06'28" West along said East line 171.71 feet;

Thence North 84°53'32" West perpendicular to said East line, 38.50 feet to the true point of beginning;

Thence North 65°50'00" West 206.00 feet;

Thence South 24°10'00" West 156.57 feet to the centerline of the following described Parcel B, hereinafter referred to as Point "Y";

Thence continuing South 24°10'00" West 81.93 feet;

Thence South 65°50'00" East 206.00 feet;

Thence North 24°10'00" East 238.50 feet to the true point of beginning;

Together with the following described Parcel B, centered on an existing gravel road, and being 20.00 feet in width and 10.00 feet on each side of the following described centerline;

Parcel B:

Commencing at aforesaid point "Y" on said centerline;

Thence North 39°39'05" West, 56.46 feet to the beginning of a 147.55 foot radius curve to the right;

Thence Northerly along said curve and centerline, through a central angle of 58°00'12", an arc distance of 149.37 feet to the beginning of a 90.00 foot radius compound curve to the right;

Thence Northeasterly along said curve and centerline, through a central angle of 23°35'13" an arc distance of 37.05 feet;

Thence North 41°56'20" East 22.65 feet, more or less, to the North line of the Southwest quarter of the Northeast quarter of aforesaid Section 26, and the terminus of said described centerline;

The 10.00 foot sidelines of said centerline shall be lengthened or shortened to terminate on the Western most boundary of aforesaid Parcel A and on the North line of the Southwest quarter of the Northeast quarter of aforesaid Section 26;

(Also known as a portion of Snohomish County Parks and Recreation Short Subdivision Exemption recorded under Recording No. 200804210575, records of Snohomish County).

Situate in the County of Snohomish, State of Washington.

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

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY RAINIER TITLE AGENT FOR
STEWART TITLE GUARANTY COMPANY

File No.: 808050RT

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

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

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY RAINIER TITLE, AGENT FOR
STEWART TITLE GUARANTY COMPANY

File No.: 808050RT

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.

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

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ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY RAINIER TITLE, AGENT FOR
STEWART TITLE GUARANTY COMPANY

File No.: 808050RT

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) Extended Coverage 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.

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*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
STEWART TITLE GUARANTY COMPANY

File No.: 808050RT

Special Exceptions:

1. Due to reduced staffing at the county as a result of the pandemic and a large increase in documents submitted for recording:
 - o The Recorder's Office cannot guarantee expedited or same day service on any documents.
 - o The Recorder's Office is running about a week behind on documents submitted by mail.

Documents that need to be signed off by the county prior to recording and are being hard recorded may delay closing.

These include transactions that are registered land, open space or receiving a special tax exception, commercial property, properties that have personal property taxes tied to the real property and any properties that have an un-eliminated mobile home.

This is informational only and will not appear on the forthcoming policy(ies) to be issued.

2. 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).

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



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

Year: 2022
Amount billed: \$830.06
Amount paid: \$415.03
Amount unpaid: \$415.03
Tax Account No.: 27-0526-001-011-00

Levy code: 03992
Use Code: 940
Assessed value of land: \$449,800.00
Assessed value of improvements: \$213,700.00

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

Constance Rogers
21613 78th Ave SE
Woodinville, WA 98072

4. The records of the Snohomish County Assessor indicate the premises herein described as having an exemption for the calendar year 2022.
Tax Account No.: 27-0526-001-011-00

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.

5. 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.

6. Terms and conditions of the Hodgins Land Trust. A copy of the trust and amendments, if any, must be submitted for our review. Any proposed transaction must comply with the conditions provided for in RCW 11.100.140 and/or RCW 11.110.020.

7. Quit claim deed and the terms and conditions thereof:

Recorded: December 14, 2006
Recording No.: [200612140275](#)
Grantor: Constance Rogers (previously Constance Rogers-Hodgins),
Trustee of the Hodgins Land Trust
Grantee: Constance Rogers, a single person

A copy of the trust agreement and any amendments must be submitted for review.

8. We find no pertinent matters of record against the name(s) of the vested owners.
9. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the Deed under which title is held is: [200612140275](#).

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

10. 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.
11. The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

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

12. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
13. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
14. Snohomish County Parks and Recreation Short Subdivision Exemption and the terms and conditions thereof:
Recorded: April 21, 2008
Recording No.: [200804210575](#)
15. Reservations contained in Statutory Warranty Deed, recorded under Recording No. [200804210576](#).

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.

16. Terms, covenants, conditions provisions contained in an easement serving said premises, as contained in instrument:
Recorded: April 21, 2008
Recording No.: [200804210576](#)
Regarding: Ingress and egress

End of Special Exceptions

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*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 CONTINUED
ISSUED BY RAINIER TITLE AGENT FOR
STEWART TITLE GUARANTY COMPANY

File No.: 808050RT

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: Ptn of the NEQ SWQ NEQ 26-27-5E, Snohomish County
- E. Property Address 21613 78th Avenue S.E., Woodinville, WA 98072
- F. 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.
- G. 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.
- H. 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.

*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 CONTINUED**
ISSUED BY RAINIER TITLE AGENT FOR
STEWART TITLE INSURANCE COMPANY

RECORDING

We electronically record our files with the county. Please send the original documents and 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 9750 Third Ave NE, Suite 425, Seattle. WA 98115.

Documents for Pierce County should be delivered to our Kent office at 20435 72nd Ave. S., Bldg. 3 Suite 155, Kent, WA 98032.

Documents for Thurston County should be delivered to our Kent office at 20435 72nd Ave. S., Bldg. 3 Suite 155, Kent, WA 98032.

Last Release Times:

	E-Record	Hard Record
King:	3:30pm	12:30pm
Pierce:	3:45pm	2:00pm
Snohomish:	3:30 pm Mon. - Thurs., 2:30 pm Fri.	2:00pm Mon. – Thurs., 1:00pm on Fri.
Thurston:	4:00pm for non-excise; 3:30pm for excise	12:00pm

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

Deeds of Trust: \$204.50 for the first page and \$1.00 for each additional page.

Deeds: \$203.50 for the first page and \$1.00 for each additional page.

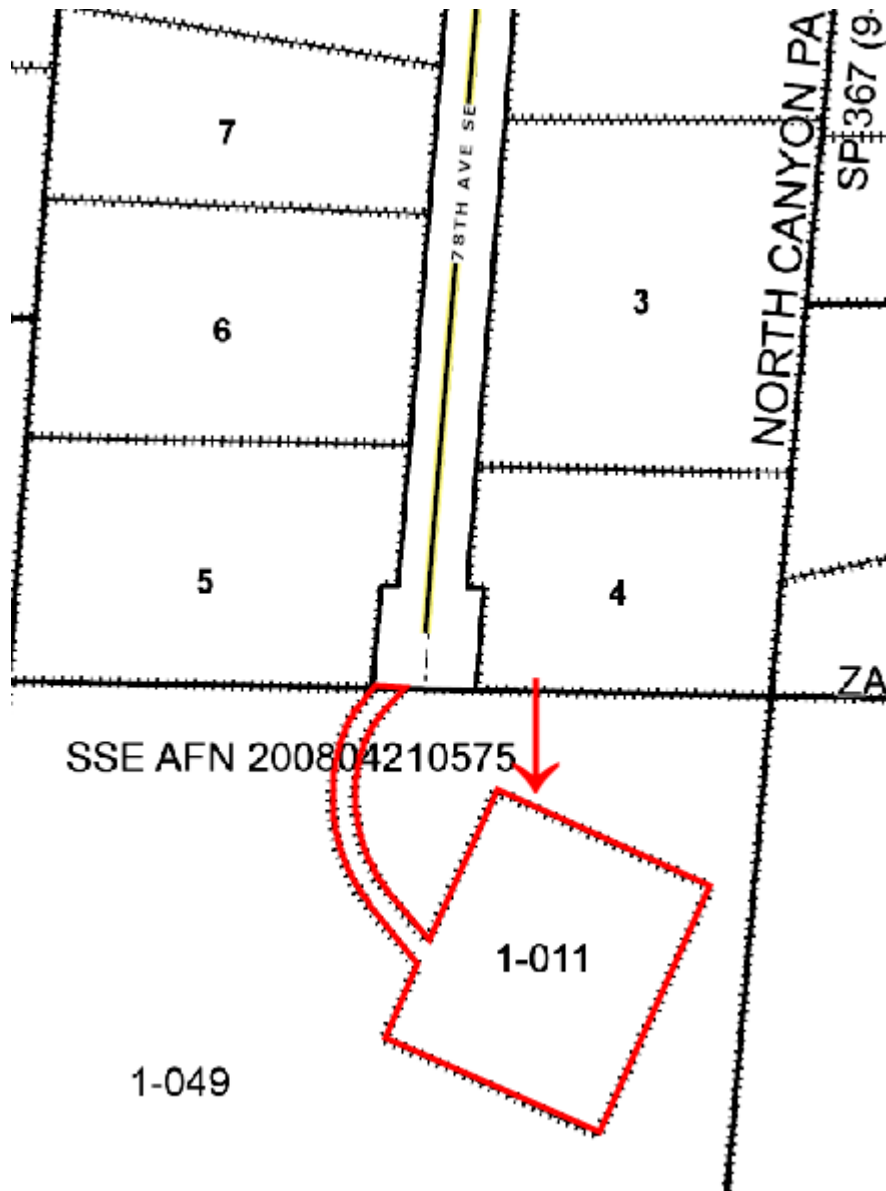
Please add \$2.75 per document for electronic recording.

This sketch is provided without charge, for your information. It is not intended to show all matters related to the property including, but not limited to: area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the commitment/policy to which it is attached. The Company assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information. _

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File Number: 808050RT



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STG Privacy Notice

Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ request insurance-related services ■ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: *If you have any questions about this privacy notice, please contact us at:* Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056