



## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 15<sup>th</sup> day of December, 2022 (the "Effective Date"), by and between Sharla Ann Spoelstra, as a separate estate, ("Seller"), and Snohomish County, a political subdivision of the State of Washington ("Buyer").

**1. Real Property.** Seller is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 55.97 acres of vacant land located East of Home Acres Road and South of Ebey Slough, identified as a portion of assessor tax parcel number 28050300200100 and more particularly described on **Exhibit A** to this Agreement (the "Property"). Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

**2. Purchase Price; Earnest Money;** The total purchase price for the Property shall be ~~Five Hundred Fifty Nine Thousand Seven Hundred Dollars (\$559,700.00)~~ <sup>Six Hundred Fifteen Thousand Six Hundred Seventy dollars</sup> ("Purchase Price"). The Buyer will pay the Purchase Price in cash at closing. No earnest money payment shall be made or required. <sup>\$615,670.00</sup>

**3. Title.**

**3.1 Conveyance.** At closing, Seller shall convey the Property to Buyer 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 Buyer pursuant to Section 3.2 below. At closing, Buyer shall present to Seller an Acknowledgment of Short Subdivision Exemption, substantially the form attached to this Agreement as **Exhibit C**, for execution by both Buyer and Seller. Monetary encumbrances not assumed by Buyer shall be removed by Seller at or before closing.

**3.2 Preliminary Commitment; Condition of Title.** Buyer has received a Alta Commitment for Title Insurance (the "Commitment") for title insurance for the Property from Chicago Title Company of Washington (the "Title Company"), Certificate No. **500137125, Amendment 2, dated September 21, 2022.** Buyer agrees to accept title to the Property subject to the following matters shown as Special Exceptions Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 34 of Schedule B of the Preliminary Commitment. The following paragraphs shall be cleared in escrow prior to closing: No.'s 33, 35, 36, 37, 38, 39, 40, 41, 42, and 43.

**Title Insurance.** At closing, Seller shall cause the Title Company to issue to Buyer, at Buyer's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring Buyer's fee simple title to the Property in the face amount of the Purchase Price, subject only to

the standard form of General Exceptions and the Special Exceptions approved by Buyer pursuant to Section 3.2 above.

**4. Buyer's Due Diligence and Condition of Sale.** This Agreement is subject to Buyer's approval, in Buyer's sole discretion, of any and all appraisals, surveys, studies and reports regarding the Property received, commissioned, or performed by Buyer or Buyer's agents. Buyer has obtained approval of a sewer and septic design from the Snohomish Health District. In addition, Buyer shall provide to Seller that certain feasibility study memo completed by Hale Milligan and Associates, dated August 8, 2022, both a condition of sale. Buyer 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, Buyer and Buyer's agents may enter the Property at reasonable times to perform such studies and surveys as Buyer deems necessary, provided, however, that Buyer will not perform any excavation or coring on the Property without Seller's prior consent, which consent shall not be unreasonably withheld.

**5. Seller's Representations and Warranties.** Seller represents and warrants to Buyer as of the Effective Date, and again as of the date of closing, as follows:

(a) To the best of Seller'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, except for a Snohomish County Code Enforcement Certificate of Non-Compliance recorded under instrument No. 201702220551.

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

(c) To the best of Seller'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) Seller has no knowledge, nor has Seller received any written notice, of any violations of law, municipal ordinance, or other legal requirements of governmental authorities in respect of the Property.

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

(f) To the best of Seller's knowledge, neither Seller 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 Seller's knowledge, the Property contains no underground storage tanks. Seller 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. Seller 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 Seller or occurrences subsequent to the date hereof, Seller shall promptly notify Buyer and, within ten (10) days after receiving such notice, Buyer may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Seller.

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. Seller's Covenants.** Seller covenants to Buyer 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, Seller shall take all steps necessary to terminate the tenancy of any tenants on the Property prior to closing and to include the removal of all tenant debris and personal property located on the Property before closing, PROVIDED, HOWEVER, that Buyer agrees to remove any tenant, or Seller, debris and personal property left on the Property after closing at Buyer's sole cost and expense.
- (c) Seller 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. Snohomish County Notices and Eligibility, Tenant Personal Property Relocation.** Buyer's relocation agent shall deliver a Notice and Eligibility document regarding qualifying tenant personal property relocation and payment benefits. The benefits shall be paid once tenant debris and personal property is removed and said removal is confirmed by Buyer's relocation agent. Qualifying tenants shall have 90 days to remove debris and personal property from the Property from the execution date of this Agreement.

**8. Buyer's Authority.** Buyer'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 Property Officer of the Department of Facilities and Fleet. Buyer represents and warrants to Seller that, at the date Buyer executes this Agreement and at the date of closing, Buyer, and any person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder.

**9. Buyer's Contingency for Legislative Appropriation.** As required by the Snohomish County Charter and other applicable law, all of Buyer's obligations under this Agreement after the calendar year in which this Agreement is executed by Buyer are contingent upon local legislative appropriation of the necessary funds for this specific purpose.

**10. Risk of Loss.** Seller will bear the risk of loss of, or damage to, the Property until the date of closing. In the event of material loss of or damage to the Property prior to closing, Buyer may terminate this Agreement by giving written notice of termination to Seller.

**11. Closing.**

**11.1 Closing.** As used in this Agreement, "closing" or "date of closing" means the date on which all appropriate documents are recorded and proceeds of sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

**11.2 Escrow Agent.** The transaction contemplated by this Agreement shall be closed through Chicago Title and Escrow located at 3002 Colby Avenue, Everett, WA 98201, (the "Escrow Agent").

**11.3 Closing Date.** The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than **April 30, 2023, or sooner**, (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

**11.4 Closing Documents and Funds.** On or before the date of closing, Buyer and Seller shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement. Buyer shall coordinate removal from the Current Use Assessment Classification, Chapter 84.34. RCW, with the Snohomish County Assessor's Office.

**11.5 Closing Costs; Prorations.** Buyer will pay the following closing costs: (i) the premium for the Title Policy; (ii) the cost of recording the Deed and Acknowledgment of Short Subdivision Exemption; (iii) the Escrow Agent's escrow fee and real estate excise tax. Buyer shall pay all real estate taxes owing on the property on or before the date of closing. Water and other utilities shall be prorated as of closing, if any. All other costs of closing, if any, shall be borne by Buyer.

**12. Default and Remedies.** If Seller is unable to, or does not, perform Seller's covenants and obligations under this Agreement, if title is not insurable at closing as provided in Section 3.3, or if Seller's representations and warranties under Section 5 are not all true and accurate, Seller shall be in default of this Agreement. In the event of Seller's default, Buyer shall be entitled (i) to seek specific performance of Seller's obligations under this Agreement, (ii) to seek damages for Seller's breach, or (iii) to terminate this Agreement by written notice to Seller and Escrow Agent.

**13. 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 Seller:

Sharla Ann Spoelstra  
1429 Avenue D, 453  
Snohomish, WA  
Telephone: 425-314-7065

If to Buyer:

Steven Tease, Property Officer  
Snohomish County Property Management Division  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201  
Telephone: (425) 388-3400

If to Escrow Agent:

Katie Brazel  
Chicago Title Company  
Escrow Department  
3002 Colby Avenue  
Everett, WA 98201  
Telephone: (425) 258-3683

**14. General.** This Agreement shall be governed by the laws of the State of Washington. This is the entire agreement of Buyer and Seller 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 Buyer and Seller. 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, Buyer and Seller 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.

**15. 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  
EXHIBIT C – Acknowledgment of Short Subdivision Exemption

**16. 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.

17. **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.

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

**SELLER:** Sharla Ann Spoelstra

By   
Sharla Ann Spoelstra

Date: 10/12/2022

**BUYER:** Snohomish County, a political  
subdivision of the State of Washington

By   
Steven Tease, Property Officer

Date: 12/15/2022

Approved as to Form

 10/18/2022  
Deputy Prosecuting Attorney Date

## EXHIBIT A

### Legal Description of Property

PARCEL M OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 98-110501 RECORDED UNDER AUDITOR'S FILE NUMBER 200210020202, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE SOUTH 15.00 FEET THEREOF;

TOGETHER WITH ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LYING EASTERLY OF COUNTY ROAD PER DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 2254923 AND 7601070181 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND LYING EASTERLY OF COUNTY ROAD PER DEED AUDITOR'S NO. 491910, AND LYING EASTERLY OF A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF A LINE DRAWN RADIALLY THROUGH PC STATION 9+99.79 OF VACATED COUNTY ROAD KNOWN AS SWANS TRAIL ROAD NO. 16, SURVEY NO. 2361 VACATED BY SNOHOMISH COUNTY BOARD OF COMMISSIONERS ON JUNE 20, 1977, AND LYING SOUTHERLY OF THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED, AUDITOR'S FILE NO. 1886272;

ALSO TOGETHER WITH ALL THAT PORTION OF GOVERNMENT LOTS 3 AND 4, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., AND THAT PORTION OF GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., LYING WITHIN THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED, AUDITOR'S FILE NO. 1886272 AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 50.00 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, FOR 10.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°02'56" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, FOR 676.10 FEET;

THENCE SOUTH 80°15'15" WEST 948.91 FEET TO A POINT;

THENCE A STRIP OF LAND 100.0 FEET WIDE BEING 50.0 FEET ON EACH SIDE OF A LINE BEGINNING AT SAID POINT;

THENCE NORTH 73°58'33" WEST FOR 125.0 FEET, MORE OR LESS, TO THE EAST BANK OF EBEBY SLOUGH;

ALSO TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. LYING NORTHERLY OF THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S FILE NO. 1886272 AND MORE PARTICULARLY

## EXHIBIT A

DESCRIBED AS A STRIP OF LAND 50.00 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;  
THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, FOR 10.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°02'56" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, FOR 676.10 FEET;  
THENCE SOUTH 80°15'15" WEST 948.91 FEET TO A POINT;  
THENCE A STRIP OF LAND 100.0 FEET WIDE BEING 50.0 FEET ON EACH SIDE OF A LINE BEGINNING AT SAID POINT;  
THENCE NORTH 73°58'33" WEST FOR 125.0 FEET, MORE OR LESS, TO THE EAST BANK OF EBELY SLOUGH;

EXCEPT THE NORTH 25.00 FEET THEREOF;

ALSO TOGETHER WITH A STRIP OF LAND 20.00 FEET WIDE LYING WITHIN VACATED COUNTY ROAD KNOWN AS SWANS TRAIL ROAD NO. 16, SURVEY NO. 2361 VACATED BY SNOHOMISH COUNTY BOARD OF COMMISSIONERS ON JUNE 20, 1977, THE WESTERLY LINE OF WHICH IS RADIAL TO PC STATION 9+99.79 PER SAID SURVEY NO. 2361;

ALSO TOGETHER WITH THAT PORTION OF SAID GOVERNMENT LOT 4 LYING NORTHERLY OF SAID STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S FILE NO. 1886272;

EXCEPT THE NORTH 25.00 FEET OF SAID GOVERNMENT LOT 4;

ALSO TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. LYING SOUTHERLY OF SAID STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S FILE NO. 1886272;

EXCEPT THE EAST 400.00 FEET OF SAID GOVERNMENT LOT 3;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, WHICH IS 60.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;



## EXHIBIT A

THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE EAST HALF TO A POINT WHICH IS 420.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE, THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°28'22" WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 202.46 FEET;  
THENCE NORTH 01°49'51" EAST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER A DISTANCE OF 76.52 FEET;  
THENCE NORTH 37°03'21" WEST A DISTANCE OF 178.95 FEET;  
THENCE NORTH 52°56'39" EAST A DISTANCE OF 103.51 FEET TO A POINT WHICH IS 460.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTH 01°45'22" EAST PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;

EXCEPT THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, WHICH IS 60.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE EAST HALF TO A POINT WHICH IS 480.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH LINE;  
THENCE NORTHWESTERLY TO A POINT WHICH IS 700.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH LINE, AND 400.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTHERLY PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER.

AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SUBDIVISION WITH THE WEST LINE OF THAT ACCESS EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBERS 9810190426 AND 9810190427, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 1 DEGREE 45 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID ACCESS EASEMENT, TO A POINT IN SAID

## EXHIBIT A

WEST LINE THAT IS 480.00 FEET NORTHERLY OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID SUBDIVISION, TO THE **TRUE POINT OF BEGINNING**;  
THENCE SOUTH 1 DEGREE 45 MINUTES 56 SECONDS WEST A DISTANCE OF 60.01 FEET TO THE NORTH LINE OF THE SOUTH 420.00 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION;  
THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 202.46 FEET;  
THENCE NORTH 1 DEGREE 49 MINUTES 51 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 76.52 FEET;  
THENCE NORTH 37 DEGREES 03 MINUTES 21 SECONDS WEST A DISTANCE OF 136.95 FEET;  
THENCE NORTH 51 DEGREES 17 MINUTES 24 SECONDS EAST A DISTANCE OF 150.14 FEET TO A POINT THAT IS 700.00 FEET NORTHERLY OF, AS MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID SUBDIVISION AND 400.00 FEET WESTERLY OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF SAID SUBDIVISION;  
THENCE SOUTH 37 DEGREES 02 MINUTES 41 SECONDS EAST A DISTANCE OF 277.57 FEET TO THE **TRUE POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## EXHIBIT B

### FORM OF STATUTORY WARRANTY DEED

**Return Address:**

Snohomish County  
Property Management  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201  
ATTN: Steven Tease

**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):

Spoelstra, Sharla Ann, as her separate estate

**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)

All Situate in the County of Snohomish, State of Washington

**Assessor's Property Tax Parcel/Account Number**

Ptn 28050300200100

**STATUTORY WARRANTY DEED**

Grantor, Sharla Ann Spoelstra, as a separate estate, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, 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: \_\_\_\_\_

Grantor:

By: \_\_\_\_\_  
Sharla Ann Spoelstra

Grantee: Snohomish County  
Accepted and Acknowledged

By: \_\_\_\_\_  
Steven Tease, Property Officer

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 described in and who executed the within instrument and acknowledged to me that she signed and sealed the same as her 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

### Legal Description

PARCEL M OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 98-110501 RECORDED UNDER AUDITOR'S FILE NUMBER 200210020202, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE SOUTH 15.00 FEET THEREOF;

TOGETHER WITH ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LYING EASTERLY OF COUNTY ROAD PER DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 2254923 AND 7601070181 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND LYING EASTERLY OF COUNTY ROAD PER DEED AUDITOR'S NO. 491910, AND LYING EASTERLY OF A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF A LINE DRAWN RADIALLY THROUGH PC STATION 9+99.79 OF VACATED COUNTY ROAD KNOWN AS SWANS TRAIL ROAD NO. 16, SURVEY NO. 2361 VACATED BY SNOHOMISH COUNTY BOARD OF COMMISSIONERS ON JUNE 20, 1977, AND LYING SOUTHERLY OF THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED, AUDITOR'S FILE NO. 1886272;

ALSO TOGETHER WITH ALL THAT PORTION OF GOVERNMENT LOTS 3 AND 4, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., AND THAT PORTION OF GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., LYING WITHIN THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED, AUDITOR'S FILE NO. 1886272 AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 50.00 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, FOR 10.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°02'56" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, FOR 676.10 FEET;

THENCE SOUTH 80°15'15" WEST 948.91 FEET TO A POINT;

THENCE A STRIP OF LAND 100.0 FEET WIDE BEING 50.0 FEET ON EACH SIDE OF A LINE BEGINNING AT SAID POINT;

THENCE NORTH 73°58'33" WEST FOR 125.0 FEET, MORE OR LESS, TO THE EAST BANK OF EBEBY SLOUGH;

ALSO TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. LYING NORTHERLY OF THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S FILE NO. 1886272 AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 50.00 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

## Schedule 1

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;  
THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, FOR 10.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°02'56" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, FOR 676.10 FEET;  
THENCE SOUTH 80°15'15" WEST 948.91 FEET TO A POINT;  
THENCE A STRIP OF LAND 100.0 FEET WIDE BEING 50.0 FEET ON EACH SIDE OF A LINE BEGINNING AT SAID POINT;  
THENCE NORTH 73°58'33" WEST FOR 125.0 FEET, MORE OR LESS, TO THE EAST BANK OF EBEBY SLOUGH;

EXCEPT THE NORTH 25.00 FEET THEREOF;

ALSO TOGETHER WITH A STRIP OF LAND 20.00 FEET WIDE LYING WITHIN VACATED COUNTY ROAD KNOWN AS SWANS TRAIL ROAD NO. 16, SURVEY NO. 2361 VACATED BY SNOHOMISH COUNTY BOARD OF COMMISSIONERS ON JUNE 20, 1977, THE WESTERLY LINE OF WHICH IS RADIAL TO PC STATION 9+99.79 PER SAID SURVEY NO. 2361;

ALSO TOGETHER WITH THAT PORTION OF SAID GOVERNMENT LOT 4 LYING NORTHERLY OF SAID STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S FILE NO. 1886272;

EXCEPT THE NORTH 25.00 FEET OF SAID GOVERNMENT LOT 4;

ALSO TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. LYING SOUTHERLY OF SAID STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S FILE NO. 1886272;

EXCEPT THE EAST 400.00 FEET OF SAID GOVERNMENT LOT 3;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, WHICH IS 60.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE EAST HALF TO A POINT WHICH IS 420.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE, THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°28'22" WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 202.46 FEET;  
THENCE NORTH 01°49'51" EAST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER A DISTANCE OF 76.52 FEET;



## Schedule 1

THENCE NORTH 37°03'21" WEST A DISTANCE OF 178.95 FEET;  
THENCE NORTH 52°56'39" EAST A DISTANCE OF 103.51 FEET TO A POINT WHICH IS 460.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTH 01°45'22" EAST PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;

EXCEPT THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, WHICH IS 60.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE EAST HALF TO A POINT WHICH IS 480.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH LINE;  
THENCE NORTHWESTERLY TO A POINT WHICH IS 700.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH LINE, AND 400.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTHERLY PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER.

AND ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SUBDIVISION WITH THE WEST LINE OF THAT ACCESS EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBERS 9810190426 AND 9810190427, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH 1 DEGREE 45 MINUTES 56 SECONDS EAST, ALONG THE WEST LINE OF SAID ACCESS EASEMENT, TO A POINT IN SAID WEST LINE THAT IS 480.00 FEET NORTHERLY OF, AS MEASURED PERPENDICULAR TO, THE SOUTH LINE OF SAID SUBDIVISION, TO THE **TRUE POINT OF BEGINNING**;  
THENCE SOUTH 1 DEGREE 45 MINUTES 56 SECONDS WEST A DISTANCE OF 60.01 FEET TO THE NORTH LINE OF THE SOUTH 420.00 FEET, AS MEASURED PERPENDICULAR TO AND PARALLEL WITH THE SOUTH LINE OF SAID SUBDIVISION;  
THENCE NORTH 89 DEGREES 28 MINUTES 22 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 202.46 FEET;  
THENCE NORTH 1 DEGREE 49 MINUTES 51 SECONDS EAST, PARALLEL WITH THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 76.52 FEET;  
THENCE NORTH 37 DEGREES 03 MINUTES 21 SECONDS WEST A DISTANCE OF 136.95 FEET;

### **Schedule 1**

THENCE NORTH 51 DEGREES 17 MINUTES 24 SECONDS EAST A DISTANCE OF 150.14 FEET TO A POINT THAT IS 700.00 FEET NORTHERLY OF, AS MEASURED PERPENDICULAR TO THE SOUTH LINE OF SAID SUBDIVISION AND 400.00 FEET WESTERLY OF, AS MEASURED PERPENDICULAR TO THE EAST LINE OF SAID SUBDIVISION;

THENCE SOUTH 37 DEGREES 02 MINUTES 41 SECONDS EAST A DISTANCE OF 277.57 FEET TO THE **TRUE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

## Schedule 2

### Special Exceptions

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Drainage District No. 6 of Snohomish County

Purpose: ditch for drainage purposes

Recording Date: January 22, 1924

Recording No.: 328640

Affects: A strip of land 20 feet wide along the east line of Government Lot 3 of said Section 3 and Government Lot 5 of said Section 34.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Drainage District No. 6 of Snohomish County

Purpose: dike for diking purposes

Recording Date: January 22, 1924

Recording No.: 328641

Affects: Portion of said premises

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company

Purpose: electric transmission lines

Recording Date: February 10, 1925

Recording No.: 350994

Affects: Portion of said premises and other property

4. Easement condemned in Snohomish County Superior Court and the terms and conditions thereof:

Granted to: City of Everett

Purpose: water pipe lines together with a right of access to said property from the county road over and across adjacent lands

Cause No.: 23412

Affects: Portion of said premises

5. Right to make necessary slopes for cuts or fills upon property herein described as granted or reserved in deed in favor of: County of Snohomish, State of Washington

Recording Date: February 7, 1962

Recording No.: 1512347

## Schedule 2

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Drainage District No. 6 of Snohomish County

Purpose: dikes and bank protection, including right of ingress and egress over adjoining land

Recording Date: October 24, 1963

Recording No.: 1651233

Affects: Portion of said premises

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipeline Company, a Delaware corporation

Purpose: pipe line 50 feet in width or pipe lines together with the right of ingress and egress

Recording Date: January 27, 1964

Recording No.: 1671724

Affects: Portion of said premises

By an Agreement dated November 9, 1972, recorded November 14, 1972 under recording no. 2271257, Olympic Pipe Line Company was granted the right to lay, maintain, etc., an additional pipe line in the existing right of way on the terms and conditions as contained in said instrument.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipeline Company, a Delaware corporation

Purpose: pipe line or pipe lines

Recording Date: January 27, 1964

Recording No.: 1671725

Affects: Portion of said premises

The description contained therein is not sufficient to determine its exact location.

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Snohomish County Drainage Improvement District No. 13

Purpose: bank protection and/or other flood control works

Recording Date: March 24, 1965

Recording No.: 1768323

Affects: Portions of Government Lot 4 in said Section 3

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: ingress and egress

Recording Date: April 1, 1965

Recording No.: 1770261

Affects: Portion of Government Lot 4 in said Section 3

## Schedule 2

11. Easement and reservation for the purpose(s) shown below and rights incidental thereto, as reserved in a document:

Reserved By: City of Everett

Purpose: water pipe lines and appurtenances, with rights of ingress and egress, rights to remove all trees, stumps, brush, structures, debris and other material from the easement

Recording Date: August 2, 1966

Recording No.: 1886272

Affects: Portion of said premises

Grantee shall not construct, nor cause to be constructed, any permanent structures over and across said easement without consent of the Grantor nor otherwise impair the Grantor's enjoyment of said easement for the purposes stated.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Drainage District No. 6

Purpose: flood control works

Recording Date: March 29, 1978

Recording No.: 7803290338

Affects: Government Lot 4, Section 3

The description contained therein is not sufficient to determine its exact location.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Drainage District No. 6

Purpose: flood control works

Recording Date: March 29, 1978

Recording No.: 7803290339

Affects: Southwest quarter of Section 34

The description contained therein is not sufficient to determine its exact location.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

Disclosed By: Real Estate Contract

In favor of: Property retained by Seller (Tax Lot No. 2-006)

Purpose: ingress, egress and utilities

## Schedule 2

Recording Date: April 4, 1979

Recording No.: 7904040055

Affects: 40 feet over, under and across Parcels C and D of above described property running from the existing county road over a now existing private road to obtain access to property being retained by seller which was recorded under Auditor's File No. 2403427.

The description contained therein is not sufficient to determine its exact location.

15. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Record of Survey:

Recording No: 8909155003

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Public Utility District No. 1 of Snohomish County  
Purpose: underground and/or overhead distribution line facilities  
Recording Date: June 24, 1991  
Recording No.: 9106240392  
Affects: Portion of said premises

17. Right, title and interest of Snohomish County, a municipal corporation and anyone holding under them as disclosed by Treasurer's Deed recorded under Recording No. 9404220463 as to that portion lying within a strip of land 40 feet wide being 20 feet on each side of centerline described therein and on Tax Deed to County recorded under recording no. 8803280257 as Parcel 66. Said Deed was issued pursuant to proceedings contained in Snohomish County Superior Court Cause No. 87-2-02809-5 in which the purported property owner Nugget Investment was notified. The record owner was actually United States of America, Farmers Home Administration pursuant to Statutory Warranty Deed recorded under recording no. 8301030218.

18. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: ingress, egress and utilities  
Recording Date: October 19, 1998  
Recording No.: 9810190426  
Affects: Portion of said premises

19. Covenants, conditions, rights, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial

## Schedule 2

status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Reserved By: United States of America, its successors and assigns

Recording Date: October 26, 1998

Recording No.: 9810260343

20. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: January 20, 2000

Recording No.: 200001205006

Matters shown:

Fence lines as depicted on Survey do not conform to property lines.

Possible rights or claims of parties in possession between the fence lines and boundary lines as depicted on the face of said survey.

21. Affidavit's of Boundary Line Adjustments and the terms and conditions thereof:

Recording No: 200011070099

Recording No: 200011070100

Recording No: 200011070101

Recording No: 200011070102

Recording No: 200205280263

Recording No: 200205280264

Recording No: 200205280265

Recording No: 200205280266

Recording No: 200205280267

Recording No: 200205280268

Recording No: 200205280269

Recording No: 200205280270

Recording No: 200205280271

Recording No: 200205280272

Recording No: 200205280273

Recording No: 200205280274

Recording No: 200210020199

Recording No: 200210020201

Recording No: 200210020202

Recording No: 200210020203

## Schedule 2

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: exclusive easement for ingress and egress  
Recording Date: June 17, 2002  
Recording No.: 200206170036  
Affects: South 20 feet and the East 20 feet of a portion of Government Lot 4

23. Settlement Agreement Regarding Boundary Line Adjustment and the terms, conditions and provisions contained therein:

Recording Date: August 23, 2002  
Recording No.: 200208230169

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipe Line Company, a Delaware corporation, its successors and/or assigns  
Purpose: pipeline, lines for telecommunications and appurtenances  
Recording Date: July 7, 2004  
Recording No.: 200407070445  
Affects: Portion of Government Lot 5

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Olympic Pipe Line Company, a Delaware corporation, its successors and/or assigns  
Purpose: pipeline, lines for telecommunications and appurtenances  
Recording Date: July 7, 2004  
Recording No.: 200407070446  
Affects: Portion of Government Lot 5

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Energy, Inc., a Washington corporation  
Purpose: utility systems for electricity  
Recording Date: July 20, 2007  
Recording No.: 200707200708  
Affects: The description contained therein is not sufficient to determine its exact location



27. Determination of Consistency with Conservation Reservations and the terms, conditions and provisions contained therein:

Recording Date: February 5, 2008

Recording No.: 200802050028

28. A pending court action as disclosed by a recorded notice:

Plaintiff: John and Sharla Spoelstra, husband and wife

Defendant: Daniel Gahn and Jane Doe Gahn, husband and wife

County: Snohomish

Court: Superior

Case No.: 04-2-05742-4

Nature of Action: Quiet Title and Damages

Attorney: Jane Ryan Koler

Recording Date: July 7, 2004

Recording No.: 200407070848

Said Lis Pendens of said action was recorded on July 7, 2004 under Recording No. 200407070848.

Said Lis Pendens was ordered to be quashed by the Snohomish County Clerk of records in said action on June 15, 2005. We find no release of record.

Order on verdict entered February 24, 2011 sets aside and voids Quit Claim Deed recorded under recording no. 200508080705.

Notice of Appeal of said Order and other matters by Defendant has been entered May 9, 2011.

Mandate filed on December 31, 2013 in the Court of Appeals of the State of Washington Division I.

29. Stipulations of the Order for Permanent Injunction filed on November 1, 2011, Snohomish County Superior Court Case No. 11-2-07677-4, granted to the City of Everett, it's clear legal and equitable rights to access its water transmission line over defendant's property

Please refer to said injunction for full particulars.

30. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Ebey Slough.

31. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

32. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

34. City, county or local improvement district assessments, if any.

**EXHIBIT C**

**Acknowledgment of Short Subdivision Exemption  
Ptn. 28050300200100**

Return Address:

Snohomish County  
  
Conservation and Natural Resources  
Surface Water Management  
3000 Rockefeller Avenue, M/S #303  
Everett, WA 98201

<b>ACKNOWLEDGEMENT OF SHORT SUBDIVISION EXEMPTION</b>	
UNDER SCC 30.41B.020 State of Washington County of Snohomish	Received By: _____  FILE NO: _____ <b>ES</b>  TWP 28 RNG 5 SEC 3  Related PFN #: <u>28050300200100</u>
DATE STAMP	

Sharla Ann Spoelstra ("Property Owner") is the fee owner(s) of a parcel of property located in Snohomish County and more particularly described as:

Parcel No. 1: legal description for the entire parcel is attached as Exhibit A  
constituting approximately 57 acres or 2,482,920 square feet.

Property Owner is considering transfer of ownership of a portion of the above described property to Snohomish County, a political subdivision of the State of Washington; said portion being more particularly described as follows:

Parcel No. 2: legal description of the new parcel is attached as Exhibit B  
constituting approximately 55.97 acres or 2,438,053 square feet.

The parties desire that said transfer of ownership be exempt from the Snohomish County Short Subdivision Code, Chapter 30.41B SCC, as a transfer of land to the County for open space, conservation, or park purposes.

Now, therefore, the parties agree and acknowledge that the above-described Parcel No. 2 shall be used only as provided for SCC 30.41B.020(11).

Continued

\_\_\_\_\_  
Sharla Ann Spoelstra

Date \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_

\_\_\_\_\_  
Steven Tease, Property Officer  
Snohomish County

Date \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_

#### ACKNOWLEDGEMENT OF SUBDIVISION EXEMPTION

I have reviewed the legal descriptions contained in Exhibits A and B to this document. It was represented to me that Parcel No. 2 will be transferred to the County for conservation purposes. I have reviewed what will remain of Parcel No. 1 after Parcel No. 2 is transferred to the County and acknowledge that the requirements of SCC 30.41B.020(11) will be met once the transfer occurs, thereby exempting the transfer from the requirements of Chapter 30.41B SCC. This acknowledgement shall in no way constitute an approval or a guarantee of approval of future development proposals or applications; all applicable permits or approvals must be obtained prior to any future development of the remainder of Parcel No. 1.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT A LEGAL DESCRIPTION OF PARCEL NO. 1**

**APN/Parcel ID(s): 280503-002-001-00**

PARCEL M OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 98-110501 RECORDED UNDER AUDITOR'S FILE NUMBER 200210020202, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE SOUTH 15.00 FEET THEREOF;

TOGETHER WITH ALL THAT PORTION OF GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LYING EASTERLY OF COUNTY ROAD PER DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 2254923 AND 7601070181 RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND LYING EASTERLY OF COUNTY ROAD PER DEED AUDITOR'S NO. 491910, AND LYING EASTERLY OF A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF A LINE DRAWN RADIALLY THROUGH PC STATION 9+99.79 OF VACATED COUNTY ROAD KNOWN AS SWANS TRAIL ROAD NO. 16, SURVEY NO. 2361 VACATED BY SNOHOMISH COUNTY BOARD OF COMMISSIONERS ON JUNE 20, 1977, AND LYING SOUTHERLY OF THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED, AUDITOR'S [FILE NO. 1886272](#);

ALSO TOGETHER WITH ALL THAT PORTION OF GOVERNMENT LOTS 3 AND 4, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., AND THAT PORTION OF GOVERNMENT LOT 5, SECTION 34, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., LYING WITHIN THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED, AUDITOR'S [FILE NO. 1886272](#) AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 50.00 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.; THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, FOR 10.00 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°02'56" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, FOR 676.10 FEET;  
THENCE SOUTH 80°15'15" WEST 948.91 FEET TO A POINT;  
THENCE A STRIP OF LAND 100.0 FEET WIDE BEING 50.0 FEET ON EACH SIDE OF A LINE BEGINNING AT SAID POINT;  
THENCE NORTH 73°58'33" WEST FOR 125.0 FEET, MORE OR LESS, TO THE EAST BANK OF EBEBY SLOUGH;

ALSO TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. LYING NORTHERLY OF THAT CERTAIN STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S [FILE NO. 1886272](#) AND MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND 50.00 FEET WIDE, BEING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;  
THENCE SOUTH ALONG THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, FOR 10.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°02'56" WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, FOR 676.10 FEET;

**EXHIBIT A**

THENCE SOUTH 80°15'15" WEST 948.91 FEET TO A POINT;  
THENCE A STRIP OF LAND 100.0 FEET WIDE BEING 50.0 FEET ON EACH SIDE OF A LINE BEGINNING AT SAID POINT;  
THENCE NORTH 73°58'33" WEST FOR 125.0 FEET, MORE OR LESS, TO THE EAST BANK OF EBEBY SLOUGH;

EXCEPT THE NORTH 25.00 FEET THEREOF;

ALSO TOGETHER WITH A STRIP OF LAND 20.00 FEET WIDE LYING WITHIN VACATED COUNTY ROAD KNOWN AS SWANS TRAIL ROAD NO. 16, SURVEY NO. 2361 VACATED BY SNOHOMISH COUNTY BOARD OF COMMISSIONERS ON JUNE 20, 1977, THE WESTERLY LINE OF WHICH IS RADIAL TO PC STATION 9+99.79 PER SAID SURVEY NO. 2361; ALSO TOGETHER WITH THAT PORTION OF SAID GOVERNMENT LOT 4 LYING NORTHERLY OF SAID STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S [FILE NO. 1886272](#);

EXCEPT THE NORTH 25.00 FEET OF SAID GOVERNMENT LOT 4;

ALSO TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. LYING SOUTHERLY OF SAID STRIP OF LAND DESCRIBED BY QUIT CLAIM DEED AUDITOR'S [FILE NO. 1886272](#);

EXCEPT THE EAST 400.00 FEET OF SAID GOVERNMENT LOT 3;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER WHICH IS 60.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE EAST HALF TO A POINT WHICH IS 420.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE, THE TRUE POINT OF BEGINNING;  
THENCE NORTH 89°28'22" WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 202.46 FEET;  
THENCE NORTH 01°49'51" EAST PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER A DISTANCE OF 76.52 FEET;  
THENCE NORTH 37°03'21" WEST A DISTANCE OF 178.95 FEET;  
THENCE NORTH 52°56'39" EAST A DISTANCE OF 103.51 FEET TO A POINT WHICH IS 460.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3;  
THENCE NORTH 01°45'22" EAST PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER;

**EXHIBIT A**

EXCEPT THAT PORTION OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, WHICH IS 60.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3;

THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID EAST HALF OF THE EAST HALF OF THE EAST HALF TO A POINT WHICH IS 480.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH LINE;

THENCE NORTHWESTERLY TO A POINT WHICH IS 700.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID SOUTH LINE, AND 400.00 FEET WESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 3;

THENCE NORTHERLY PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**EXHIBIT B LEGAL DESCRIPTION OF PARCEL 2**

**LEGAL DESCRIPTION  
FOR  
SNOHOMISH COUNTY CONSERVATION AND  
NATURAL RESOURCES PROPERTY**

TAX PARCEL NUMBER 28050300200100

Parcel M as described and shown in Snohomish County Boundary Line Adjustment PFN 98-110501 BA, recorded under Auditor's File Number 200210020202, records of Snohomish County, Washington;

**EXCEPT** the following described property:

That portion of the Southeast Quarter of the Northwest Quarter of Section 3, Township 28 North, Range 5 East, W.M., described as follows:  
Commencing at the intersection of the south line of said subdivision with the west line of that Access Easement recorded under Auditor's File Numbers 9810190426 and 9810190427, records of Snohomish County, Washington; thence North 1 degree 45 minutes 56 seconds East, along the west line of said Access Easement, to a point in said west line that is 480.00 feet northerly of, as measured perpendicular to, the south line of said subdivision, to the **true point of beginning**; thence South 1 degree 45 minutes 56 seconds West a distance of 60.01 feet to the north line of the South 420.00 feet, as measured perpendicular to and parallel with the south line of said subdivision; thence North 89 degrees 28 minutes 22 seconds West, along said parallel line, a distance of 202.46 feet; thence North 1 degree 49 minutes 51 seconds East, parallel with the west line of said subdivision, a distance of 76.52 feet; thence North 37 degrees 03 minutes 21 seconds West a distance of 136.95 feet; thence North 51 degrees 17 minutes 24 seconds East a distance of 150.14 feet to a point that is 700.00 feet northerly of, as measured perpendicular to the south line of said subdivision and 400.00 feet westerly of, as measured perpendicular to the east line of said subdivision; thence South 37 degrees 02 minutes 41 seconds East a distance of 277.57 feet to the **true point of beginning**.

Containing 2,438,053 Square Feet/ 55.97 Acres.

