



**SNOHOMISH COUNTY  
CONSERVATION FUTURES PROGRAM**

APPLICATION FOR CONSERVATION FUTURES FUNDS

**PROGRAM YEAR 2022  
GRANT ROUND 1**

# SNOHOMISH COUNTY CONSERVATION FUTURES PROGRAM

## APPLICATION FOR CONSERVATION FUTURES FUNDS

**PROJECT NAME: STILLAGUAMISH BASIN FARMLAND EASEMENTS**

**PROJECT SPONSOR: FORTERRA NW**

**APPLICATION NO. (TO BE ASSIGNED BY STAFF): CF22-05**

### 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)	x
7		
8		
9		
10		

## SECTION I – APPLICANT INFORMATION

1. **PROJECT TITLE:** Stillaguamish Basin Farmland Easements

2. **AMOUNT REQUESTED (from Cost Worksheet)** **\$1,050,920**

3. **PROJECT SPONSOR:** \_\_\_\_\_

Address: \_\_\_\_\_

Sponsor is: Unit of Local Government: \_\_\_\_\_  
Private/Non-Profit Agency\*:  X \_\_\_\_\_  
\*Eligible per [RCW 84.34.250](#)

### **4. CONTACT PERSON:**

Name: Vanessa Hague  
Title: Program Manager, Conservation Transactions  
Address: PO Box 4189, Seattle WA 98194  
Phone: (206) 905-6959  
Email Address: vhague@forterra.org

## SECTION II – PROJECT INFORMATION

### **1. PROJECT LOCATION:**

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[Address: 23324 Dike Rd, Arlington WA \(Foster Riverfront\)](#)

Section: 10 Township: 31 Range: 5

Assessor Tax Account Number(s):

31050300100600

31050300101500

31050300101600

31050300101700

31050300100500

32053400400200

31050300100600

Property Legal Description (full legal if available): see title commitment

[Address: 5818 SR 530 NE, Arlington WA \(Foster Corn Maze\);](#)

Section: 10 Township: 31 Range: 5

31051000301400  
31051000301500  
31051000301600  
31051000302000  
31051000301900  
31051000301300  
31051000302100

Property Legal Description (full legal if available): see title commitment

Address: 6109 SR 530 NE, Arlington WA (Thomas March Creek)

Section: 10 Township: 31 Range: 5

Assessor Tax Account Number(s): \_\_\_\_\_

31051000100100

**31051000100400**

Property Legal Description (full legal if available): see title commitment

Address: 21511 59th Ave NE, Arlington WA (Kraetz Portage Creek);

Section: 18 Township: 31 Range: 5

Assessor Tax Account Number(s): \_\_\_\_\_

31050700400800

31050700400500

**31050700301900**

31051800102500

31050700301000

Property Legal Description (full legal if available): see title commitment

## **2. EXISTING CONDITIONS:**

Number of Parcels: 5 Total Acres: 235.29

Addition to Existing Site: YES \_\_\_ NO x If yes, which site: \_\_\_\_\_

Current Zoning: R10

List Existing Structures/Facilities: Foster Riverfront has a house on it; Thomas has a house and outbuildings/ag structures; Foster Corn Maze and Produce Stand has outbuildings/ag structures; Kraetz Portage Creek is vacant.

Current Use: Ag, Residential

Waterfront? (name of body of water): Stillaguamish River, Portage Creek, March Creek

Shoreline? (lineal ft.):

**Total of 5,810 ft:**

**2,684 ft along the Stillaguamish, 1,340 ft along March Creek, 1786 ft along Portage Creek**

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

### 3. CURRENT OWNERSHIP:

Current Owner(s): Brian/Connie Foster, Mike/Lynda Thomas, Loren/Pat Kraetz

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

Summary of Property Encumbrances Identified in Preliminary Title Report\*\*: see title report

\*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:

### 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.

These properties sit in a critical farming and floodplain corridor of Snohomish County. The most recent USDA analysis reported a decrease in farmland by 10% between 2012 and 2017. Moreover, this rate is likely to have accelerated in the Arlington area with the 2021 construction of a 600,000 sq foot Amazon fulfillment facility, driving up local housing and land prices and incentivizing farmland conversion.

The Kraetz, Foster, and Thomas families all have deep history in the Stillaguamish Valley. Each one of the owners grew up, met their spouses, and raised their families here and they are all deeply comitted to preserving the agricultural character and habitat values of their community in the face of increasing pressure from development.

Expected outcomes are 4 conservation easements protecting over 230 acres of land and 5,810 feet of shoreline with both agricultural and habitat value. Most of this land is situated within

the floodway and/or floodplain of the Stillaguamish. Most of it is also regulatory floodway with 1% annual chance of flooding.

Both Mike Thomas and Brian Foster have signed landowner acknowledgments. Loren Kraetz has been in contact with Forterra and is contemplating estate planning of which his parcels will be a part. We are advocating that placing his land into conservation will achieve both financial and preservation goals important to his family and hope to have an answer soon.

## **6. PROJECT STEWARDSHIP AND RESPONSIBILITY:**

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

The only potential (or existing) private businesses contemplated on these sites will be agricultural/farm operations in alignment with the conservation goals of the conservation easement. Forterra will work with the landowners, the Stillaguamish Tribe and the County to establish baseline documentation reports and draft a Conservation Easement in keeping with the values and goals of all parties. Once the property is placed into conservation our Stewardship Team will keep regular contact with property owners, including phone calls and site visits to ensure the property is being used as agreed. Stewardship Plans will be drafted and implemented to meet any Stewardship Plan requirements by the parties.

## **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):

Our Team performed comparative sales analysis based on appraisals and review appraisals for conservation easements on neighboring properties dated January 2021 and estimating rise in property values based on rapid increase of development and interest in the area in the year 2021. Once firm agreements are struck with the landowners, full appraisals will be ordered as required.

\*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/>

### SECTION III - COST WORKSHEET

<b>ESTIMATE OF COSTS</b>		
<i>Property Costs</i>	<i>Total Cost</i>	<i>Notes</i>
Land	2,143,520	
Improvements		
PROPERTY COSTS SUBTOTAL:	\$	
<b>Reimbursable Incidental Costs (as appropriate)</b>		
Applicable taxes		
Appraisal review	22,000	
Appraisal(s)	32,000	
Baseline inventory	8,000	
Boundary survey	34,000	
Closing (escrow/recording fees)	6,000	
Cultural resources study	8,000	
Demolition		
Fencing		
Hazardous subsidence report (ESA)	16,000	
Noxious weed control		
Other – STAFF	80,000	
Signage		
Title reports/insurance	8,000	
Wetland delineation		
REIMBURSABLE INCIDENTAL COSTS SUBTOTAL:	\$214,000	
<b>TOTAL PROJECT COST (Property and Incidental):</b>	<b>\$2,357,520</b>	
<b>MATCH (cash and/or donation) – deduct from total project cost*</b>	<b>[\$ 1,306,600</b>	
<b>TOTAL CONSERVATION FUTURES FUNDING REQUEST:</b>	<b>\$1,050,920</b>	
<b>% OF TOTAL PROJECT COST REQUESTED FROM CONSERVATION FUTURES**</b>	<b>44.58%</b>	

\***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.

Match Funding – Floodplains By Design 2023-25, Application Sponsored by Stillaguamish Tribe (see attached Letter of Support from Stillaguamish Tribe)

**\*\*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? These acquisitions project farmland within a critical farming and floodplain corridor of Snohomish County. The most recent USDA analysis reported a decrease in farmland by 10% between 2012 and 2017. Moreover, this rate is likely to have accelerated in the Arlington area with the 2021 construction of a 600,000 sq foot Amazon fulfillment facility, driving up local housing and land prices and incentivizing farmland conversion.
2. How does the project conserve opportunities which are otherwise threatened by development? These properties sit in a critical farming and floodplain corridor of Snohomish County. The most recent USDA analysis reported a decrease in farmland by 10% between 2012 and 2017. Moreover, this rate is likely to have accelerated in the Arlington area with the 2021 construction of a 600,000 sq foot Amazon fulfillment facility, driving up local housing and land prices and incentivizing farmland conversion.
3. How does the project establish trail corridors and/or natural area linkage? The Fosters Corn Maze and Produce Stand borders on Portage Creek Preserve, and all projects are within close range of each other.
4. How does the project comprise a portion of a continuum of projects which collectively implement a complete project or objective? These projects are part of a larger Stillaguamish Basin Preservation Initiative which was proposed in the 2023-25 Floodplains by Design package submitted by the Stillaguamish Tribe. A prior Fbd/Conservation Futures Partnership has already served to protect the neighboring Albert Farm with a conservation easement, this would be a continuation of these ongoing efforts in the valley.
5. How does the project enhance or complement an ongoing conservation or preservation program? These projects are part of a larger Stillaguamish Basin Preservation Initiative which was proposed in the 2023-25 Floodplains by Design package submitted by the Stillaguamish Tribe. A prior Fbd/Conservation Futures Partnership has already served to protect the neighboring Albert Farm with a conservation easement, this would be a continuation of these ongoing efforts in the valley.

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

Values served include cultural, economic, habitat, and community flood hazard concerns.

The Kraetz, Foster, and Thomas families all have deep history in the Stillaguamish Valley. Each one of the owners grew up, met their spouses, and raised their families here and they are all deeply comitted to preserving the agricultural character and habitat values of their community in the face of increasing pressure from development.

These 4 conservation easements will protect over 230 acres of land and 5,810 feet of shoreline with both agricultural and habitat value. Most of this land is situated within the floodway and/or floodplain of the Stillaguamish. Most of it is also regulatory floodway with 1% annual chance of flooding.

These projects impact the local community, economy, and environment by not only maintaining the property's working farm and open space benefits, but also making the land more affordable for farmers in the future, should the owners someday decide to sell. So often, farmers looking to start or expand their businesses are priced out by the high cost of land. This forces farmers to move further from population centers to find affordable land to farm, but can increase the cost to transport goods to regional markets. By preserving a local multi-generational family farm for future generations, this project helps to celebrate the County's working agricultural and resource land heritage.

Protecting open spaces like these farms also helps to provide important habitat for wildlife species and multiple fish such as Chinook, Coho, Bull Trout, and Steelhead. Together, these species and riparian habitat are an ever-increasing regional and community-wide priority.

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

This project directly aligns with the Conservation Futures Program's stated purpose "to acquire interests or rights in real property for the preservation of open space land, farm and agricultural land, and timber land per SCC 4.14.010". In addition, by preserving the agricultural resource land and values of the Albert Farm property in perpetuity, this project aligns with and is prioritized for protection as farmland in numerous local and regional planning efforts, including the Snohomish County Comprehensive Plan and the Snohomish County TDR/PDR program, the Growth Management Act, and the Current Use/Ag Taxation program. Conservation of the 90- acre Albert Farm would accomplish multiple goals and objectives, including conserving agricultural land, protecting the rural character of the area, and balancing natural habitat conservation with agricultural activities.

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

Acquisition of a conservation easement over these properties provides multi-jurisdictional benefits to Snohomish County, the Town of Arlington, State of Washington, Department of Ecology, Stillaguamish Tribe, Washington State Conservation Commission, and the agricultural community. Conservation of this farmland preserves historic family farms, maintains the rural character of the Arlington area, retains open space and wildlife habitats, protects salmon habitat, and provides the agricultural community and future farmers with contiguous farmland. In addition, see letters of support from the Snohomish County Conservation District and Washington Farmland Trust.

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

*Although the working lands conserved by Forterra are typically privately owned and protected via a conservation easement, protection of habitat for fish and wildlife species enhances the likelihood that the public will enjoy these opportunities along the Stillaguamish River and in nearby public lands. Forterra also works with landowner partners to encourage voluntary farm tours, educational events for the public, and opportunities for volunteers to participate in any restoration activities, such as plantings and invasive species removal.*

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

Snohomish County farmland is at risk. The SCCFP has a unique opportunity to complete protection of 4 high priority farmland properties in the Stillaguamish Valley, leveraging state funding from Floodplains by Design. Due to state funding deadlines, project partners cannot complete all four farmland protection projects without a SCCFP grant to bridge the funding gap. This grant application is of utmost need and a unique opportunity to quickly and decisively protect keystone farmland in a region where it is rapidly under threat.

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

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

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.

## **ATTACHMENT 2: EVALUATION CRITERIA**

*Provided for Information Only*

# EVALUATION CRITERIA

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The following material provides guidelines with which the Conservation Futures Program Advisory Board will evaluate project proposals. Separate guidelines are provided for several of the criteria, which differentiate between types of projects. Applicants should select the group which mostly closely aligns with their project, unless it is a combination of both, in which case both guidelines should be addressed. Guidelines are provided only to demonstrate typical considerations under each criterion. The guidelines provided are not intended to limit responses and applicants should address each criterion in their best judgment to fully represent their project.

Evaluation judgments will be made taking into consideration all the information and documentation provided in the application, as well as data gathered from proponent presentations and other CFPAB criteria. Applicants should provide justification for responses, attaching documentation (e.g. WDFW maps) as appropriate.

**NOTE:** Projects will be evaluated using a CFPAB approved review method. The CFPAB, at its discretion, may apply weighting factors to criteria it chooses to emphasize.

## SCORING CRITERIA

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

Agricultural and/or timberland	Open space, habitat and/or passive recreation
Maximum points will be awarded to project proposals that preserve high quality agricultural and/or timber lands.	Maximum points will be awarded to project proposals that preserve high quality open space, habitat and/or passive recreation properties.
Applicants should demonstrate quality of property by describing beneficial agricultural and/or timber characteristics, as appropriate, including, but not limited to: <ul style="list-style-type: none"> <li>• Presence of prime farmland soils, or quality of soils as it relates to timber production</li> <li>• County zoning designation</li> <li>• Proximity to other protected agricultural/timber lands</li> <li>• Size of property</li> <li>• Scenic opportunities</li> <li>• Historic use of property</li> </ul>	Applicants should demonstrate quality of property by describing open space values, as appropriate, including but not limited to: <ul style="list-style-type: none"> <li>• Location and surrounding land use</li> <li>• Habitat characteristics such as presence and type of wetlands, proximity to water bodies, type of vegetation/cover, etc.</li> <li>• Presence of endangered or threatened species</li> <li>• Potential for restoration</li> <li>• Potential for passive recreation access/use</li> <li>• Scenic opportunities</li> </ul>

<ul style="list-style-type: none"> <li>● Current use of property <ul style="list-style-type: none"> <li>○ Agriculture – type of production</li> <li>○ Timber – tree species, age, etc.</li> </ul> </li> <li>● Habitat characteristics</li> </ul>	<ul style="list-style-type: none"> <li>● Proximity to other protected open space areas</li> </ul>
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The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that project preserves high quality properties (highest scoring).
- b. Applicant demonstrates that project preserves moderate quality properties.
- c. Applicant demonstrates that project preserves low quality properties (lowest scoring).

## **2. TO WHAT DEGREE DOES THE PROJECT CONSERVE OPPORTUNITIES WHICH ARE OTHERWISE THREATENED BY DEVELOPMENT?**

All project types
Maximum points will be awarded to projects that are immediately threatened by development and/or because of their unique or inherent physical characteristics present a preservation opportunity which may be lost.
Applicants should refer to property qualities described in Criteria 1 and describe any risks to those qualities, as appropriate, including, but not limited to: <ul style="list-style-type: none"> <li>● Listing – is the property currently for sale and would sale to another party result in loss of the identified qualities?</li> <li>● Nearby trends in conversion of similar types of properties (e.g. conversion to high density housing, agricultural land converted to housing, etc.)</li> <li>● Description of availability of other properties which are comparable to the subject property</li> <li>● Uniqueness of site qualities (i.e. there are no other comparable properties available)</li> </ul>

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that site is significantly threatened because of development, or the unique physical features of the site. Applicant demonstrates that this is the last opportunity, or one of the last opportunities, to acquire a property of this variety (highest scoring).
- b. Applicant demonstrates that site is moderately threatened and that the type of site is in short supply.
- c. Applicant demonstrates that site is slightly threatened (lowest scoring).

## **3. TO WHAT DEGREE DOES THE PROJECT ESTABLISH A TRAIL CORRIDOR AND/OR A NATURAL AREA LINKAGE?**

All project types
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Maximum points will be awarded to project proposals that provide both a trail corridor and a natural area linkage.

Applicants should describe trail corridors and/or natural area linkages that are provided by the project and/or planned to be provided by the project. Address, as appropriate:

- Plans for public trail access within the proposed property acquisition
- Proximity to other trail systems and plans for connection
- Proximity to other protected natural areas, which would provide contiguous natural area linkage
- Quantity and quality of natural area protected by acquisition and role of property in providing connections

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that project establishes both a trail corridor and a natural area linkage (highest scoring).
- b. Applicant demonstrates that project establishes either a trail corridor or a natural area linkage.
- c. Project does not establish either a trail corridor or a natural area linkage (lowest scoring).

**4. TO WHAT DEGREE DOES THE PROJECT COMPRISE A PORTION OF A CONTINUUM OF PROJECTS WHICH COLLECTIVELY IMPLEMENT A COMPLETE PROJECT OR OBJECTIVE?**

This evaluation criteria responds to the desire that, as often as possible, funds from the Conservation Futures Program should support well defined larger plans or projects.

Related to larger planning document	Related to larger project
<p>Maximum points will be awarded to project proposals that are part of a larger plan, which has been established to achieve specific goals or objectives. Responses to this criterion may be focused on larger, regional plans directed toward achieving a specific goal or may be focused on a single, larger land based project which is anticipated to be completed through multiple phases of acquisition.</p>	
<p>Applicants should demonstrate how their project fits into a larger, regional plan. Items to address, as appropriate, include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Identification of planning document which proposed project helps complete and/or supports. Examples include watershed plans, agricultural preservation plans, recreation plans, etc. Include a brief description of the purpose of the planning</li> </ul>	<p>Applicants should demonstrate how their project fits into a larger project. Items to address, as appropriate, include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Description of larger project. Provide overview of project as well as description of planned phases and identification of phases which have been completed, or are pending</li> <li>• Describe funding plan and timeline for completion of larger project</li> </ul>

<p>document and stakeholders involved in development of the plan.</p> <ul style="list-style-type: none"> <li>• Identify preparing and/or adopting agency</li> <li>• Identify goals and objectives in the plan which are addressed by the proposed project</li> <li>• Identify if the proposed project will complete the larger plan</li> </ul>	<ul style="list-style-type: none"> <li>• Describe stakeholder process utilized to create the plan for the larger project</li> <li>• Describe what need the larger project is designed to address</li> <li>• Identify if the proposed project will complete the larger project</li> </ul>
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The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the proposed project completes a phase of a larger plan or project, which was developed with stakeholder input and includes clear goals, objectives or defined phases for achieving the larger vision (highest score).
- b. Applicant demonstrates that the proposed project supports goals, objectives or defined phases of a larger plan or project but is not strongly linked to a specific phase of the planning document or project. Additionally, proposed projects may receive moderate scores related to this criterion if the referenced plan or project has not been formally vetted or did not include a rigorous outreach and stakeholder involvement process.
- c. Project is not part of a larger plan (lowest score).

**5. TO WHAT DEGREE DOES THE PROJECT ENHANCE OR COMPLEMENT AN ONGOING CONSERVATION OR PRESERVATION PROGRAM?**

All project types
<p>Maximum points will be awarded to project proposals that are part of a larger conservation or preservation program. Responses to this criterion may be similar to Criteria #4 for those projects which related their proposals to larger conservation or preservation planning documents as part of responding to that criteria.</p>
<p>Applicants should demonstrate how their project fits into a larger conservation or preservation plan. Items to address, as appropriate, include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Identification of conservation or preservation planning document, or program, which the proposed project helps complete and/or supports. Include a brief description of the planning document, or program. Describe stakeholder involvement in development of the plan/program.</li> <li>• Identify adopting agency</li> <li>• Identify goals and objectives in the plan/program that are addressed by the proposed project</li> <li>• Identify if the proposed project is specifically identified for completion as part of the larger plan/program</li> <li>• Identify if the proposed project will complete the larger plan/program</li> </ul>

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project enhances a documented program by building upon an existing adopted open space, conservation, or resource preservation plan, which also specifically identifies the project site (highest scoring).
- b. Applicant demonstrates that project complements an ongoing program by filling a need identified in an existing adopted open space, conservation, or resource preservation plan, but which does not identify the specific site.
- c. Stand Alone Project: The applicant does not demonstrate a relationship between the project proposal and any existing adopted open space, conservation, or resource preservation plan or program (lowest scoring).

**6. WILL THE PROJECT PROVIDE REGIONAL OR COMMUNITY-WIDE SIGNIFICANCE?**

All project types
Maximum points will be awarded to project proposals that have a positive impact on a larger geographic area.
Applicants should demonstrate regional benefit of the proposed project. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> <li>• Description of current and/or proposed public access opportunities</li> <li>• Presumed service area for projects which will provide public access</li> <li>• Presence of habitat and/or species that will be protected by property acquisition</li> <li>• How the proposed project addresses a problem or issue of regional significance</li> <li>• Significance of property protection for habitat values</li> </ul>

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project provides a regional benefit. These sites must serve large geographical areas, which may encompass several towns, cities, and unincorporated communities. For example, Puget Sound or all of Snohomish County (highest scoring).
- b. Applicant demonstrates that project provides community benefit. These sites will typically serve a single, well defined area and/or a relatively small number of people. For example, the area around a city or town (lowest scoring).

**7. TO WHAT DEGREE DOES THE PROJECT COMPLY WITH ONE OR MORE OPEN SPACE PROGRAM POLICIES AND CRITERIA?**

All project types
Maximum points will be awarded to project proposals that support and promote applicable jurisdictional open space policies.

Applicants should identify applicable open space policies for the jurisdiction in which their project is located and demonstrate how their project supports those policies. Items to address, as appropriate, include, but are not limited to:

- The document containing the identified policies
- Specific policies which are applicable to the proposed project
- A description of how the proposed project meets the applicable policies

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that project strongly supports applicable open space policies (highest scoring).
- b. Applicant demonstrates that project moderately supports applicable open space policies.
- c. Project does not support applicable open space policies (lowest scoring).

**8. TO WHAT DEGREE DOES THE PROJECT PROVIDE MULTI-JURISDICTIONAL BENEFIT?**

All project types
Maximum points will be awarded to those proposals which serve and/or are sponsored by multiple jurisdictions (e.g. FS, DNR, WDFW, NRCS, County, Cities, School Districts, Conservation District and/or Tribes) with associated multijurisdictional benefit.
Applicants should identify all jurisdictions involved with the proposed project. Items to address, as appropriate, include, but are not limited to: <ul style="list-style-type: none"> <li>• Listing of all involved jurisdictions</li> <li>• The role of each jurisdiction in completing the project (e.g. project partner, beneficiary, etc.)</li> <li>• Identify and attach any documented support for the project from the identified jurisdiction (e.g. letters of support, partnership agreements, etc.)</li> <li>• How the proposed project supports the priorities of the identified jurisdictions</li> </ul>

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project has high jurisdictional benefit. Applicant demonstrates strong project involvement and support from other jurisdiction(s) (highest scoring).
- b. Applicant demonstrates that project has moderate jurisdictional benefit. Applicant demonstrates moderate project involvement and support from other jurisdiction(s).
- c. Low Jurisdictional Benefit: Applicant has not demonstrated involvement and support from any other jurisdiction.

**9. TO WHAT DEGREE DOES THE PROJECT PROVIDE FOR PUBLIC USE AND ENJOYMENT?**

Agricultural and/or timberland	Open space, habitat and/or passive recreation
Maximum points will be awarded to those proposals which provide for the greatest degree of public use and enjoyment. Public use and enjoyment can be defined in general as the ability of the public to access and/or enjoy the site.	
<p>Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Public access opportunities, as appropriate. If public access will not be provided, describe the reason why not</li> <li>• Presumed service area for projects that will provide public access</li> <li>• Public education opportunities associated with the project</li> <li>• Public values such as scenic vistas and/or protection of habitat</li> <li>• Production of products that are locally consumed</li> </ul>	<p>Applicants should demonstrate public use and enjoyment of the proposed project by describing project benefits, as appropriate, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Description of existing and/or planned recreation opportunities. If public access will not be provided, describe the reason why not</li> <li>• Presumed service area for projects that will provide public access</li> <li>• Public education opportunities associated with the project</li> <li>• Public values such as scenic vistas and/or protection of habitat</li> </ul>

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the project has high public benefit. These sites allow for multiple kinds of public use and enjoyment and are anticipated to have a large service area (highest scoring).
- b. Applicant demonstrates that the project has moderate public benefit. These sites provide limited, or no public access, but provide significant scenic or habitat opportunities or produce products for local consumption.
- c. Applicant demonstrates that the project has low public benefit. These sites allow for appreciation of the site but may have more limited access or no access (lowest scoring).

**10. TO WHAT DEGREE DOES THE PROJECT REPRESENT A UNIQUE OR SPECIAL OPPORTUNITY?**

All project types
Maximum points will be awarded to those proposals which provide, to the greatest degree possible, a unique or special opportunity that occurs infrequently or which is one of a kind (e.g. the acquisition of a large or very rare property of rare habitat, open space, recreation, or historical value). This question will be evaluated on a case by case basis to determine the significance and degree of the opportunity.

Applicants should describe what makes their project proposal unique and address the availability of similar properties in the area.

The following guidelines will guide in the scoring process:

- a. Applicant demonstrates that the proposal is extremely rare and unique. These sites allow for once in a lifetime opportunities which rarely, if ever occur (highest scoring).
- b. Applicant demonstrates that the proposal is moderately rare and unique. These sites allow for opportunities that occur once in a few decades or which are becoming increasingly rare due to growth and development.
- c. Applicant demonstrates that the proposal is common. These sites allow for opportunities that are valuable to the conservation futures program, but which are common and readily available (lowest scoring).

## **OTHER BOARD SELECTED CRITERIA**

### **A. DOES THE PROJECT COMPRISE AN ENTIRE PROJECT?**

This evaluation criteria responds to the desire that, as often as possible, funds from the Conservation Futures Program, in tandem with matching funds and resources provided by the project sponsor, are used to fund entire projects.

**Comprises an Entire Project:** Project funding plus applicable sponsor match will provide for a complete project. Please describe.

Yes \_\_\_ No \_\_\_

### **B. DOES THE PROJECT SITE INVOLVE CONTRIBUTIONS FROM GROUPS OR AGENCIES THAT WILL REDUCE THE NEED TO UTILIZE CONSERVATION FUTURES PROGRAM FUNDS?**

Does the project proposal include matching fund support which, as a result, will reduce the need to utilize Conservation Futures Program funds? The sponsoring agency must clearly document that the matching funds are indeed available. Documentation should accompany the proposal worksheet. Consideration will reflect the percentage of total project costs that is provided by outside resources. If match falls through, the sponsor must provide alternative resources.

No Conservation Futures Program resources will be expended prior to contractual provision of match. Please note that Conservation Futures funding awards will be reimbursed based upon total actual project cost, at an amount not to exceed that percentage identified for Conservation Futures support on the Cost Worksheet 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.

Yes \_\_\_ No \_\_\_

**C. IS THE PROJECT SPONSOR PREPARED TO PROVIDE LONG-TERM STEWARDSHIP FOR THE PROPOSED PROJECT?**

Does the project proponent guarantee long-term maintenance and upkeep of the project site? Sponsors should reference their response to question 6 of Section II in answering this criterion. Non-profit agencies may make arrangements with local government or some other agency for long-term care of the project site.

Yes \_\_\_ No \_\_\_

**D. DOES THE PROJECT PROMOTE THE GOAL OF DISTRIBUTING CONSERVATION FUTURES FUNDING, OVER TIME, THROUGHOUT THE COUNTY?**

The CFPAB will evaluate how proposed projects compare with existing Conservation Futures funded sites and give higher consideration to project proposals in underserved regions of the county.

**ATTACHMENT 3: INTERLOCAL AGREEMENT AND  
CONSERVATION EASEMENT TEMPLATES**





**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
SNOHOMISH COUNTY AND THE CITY OF \_\_\_\_\_  
CONCERNING  
ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS**

THIS INTERLOCAL COOPERATION AGREEMENT BETWEEN SNOHOMISH COUNTY AND THE CITY OF \_\_\_\_\_ CONCERNING ACQUISITION OF PROPERTY WITH CONSERVATION FUTURES FUNDS (this "Agreement"), is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the CITY OF \_\_\_\_\_, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

**RECITALS**

A. The County manages a Conservation Futures funding program pursuant to RCW 84.34.200 et seq. and Chapter 4.14 Snohomish County Code.

B. Cities and towns located in Snohomish County, nonprofit historic preservation corporations, and nonprofit nature conservancy corporations or associations as such are described in RCW 84.34.210 are eligible to apply to the County for resources to fund acquisition of interests or rights in real property located within Snohomish County that meet the conservation criteria described in RCW 84.34.210 et seq.

C. The City applied for resources from the Snohomish County Conservation Futures Property Tax Fund to acquire fee simple interest in an approximately \_\_\_ acres (\_\_\_\_\_) unimproved real property located in the City of \_\_\_\_\_, referred to as \_\_\_\_\_, and more particularly described in Section 1 below (hereinafter referred to as the "Property").

D. Whereas, on \_\_\_\_\_ the Conservation Futures Program Advisory Board (the "Board") at its regularly scheduled meeting listened to the presentation, reviewed the project proposal and voted to recommend project funding on \_\_\_\_\_, at a regular meeting continuation, through the Conservation Futures Property Tax Fund in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) to assist with purchase of the Property.

E. On \_\_\_\_\_, the Snohomish County Council, by Motion No. \_\_\_\_\_, allocated funding in the amount of \_\_\_\_\_ (\$\_\_\_\_\_ dollars) to the City of \_\_\_\_\_.

\_\_\_\_\_ from the Snohomish County Conservation Futures Property Tax Fund for that purpose.

**NOW, THEREFORE**, in consideration of the mutual promises set out below and for other good and valuable consideration, the Parties agree as follows:

**1. Identification of Property.** The unimproved Property is located in the City of \_\_\_\_\_, Washington and is generally legally described as follows:

SEE ATTACHED EXHIBIT A.

**2. Purpose of Property Acquisition.** The Property is to be acquired for the purpose of conserving open spaces and areas as authorized by RCW 84.34.200 et seq., and for conservation and for passive, public recreation.

**3. Duration.** This Agreement shall become effective when executed by both parties and posted on the County’s Interlocal Agreements website (the “Effective Date”). If the Property is acquired within the time frame provided in Section 5.1 below, this Agreement shall be in effect perpetually, subject to any amendments agreed to in writing by the parties. If the Property is not acquired within the time frame provided in Section 5.1 below, this Agreement shall be terminated; PROVIDED, HOWEVER, that the County and the City may mutually agree in writing, prior to termination, upon an extension of time.

**4. Administrators.** Each party to this Agreement shall designate an individual (an “Administrator”) who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following:

County’s Initial Administrator:

Tom Teigen, Director  
Snohomish County Parks and  
Recreation  
6705 Puget Park Drive  
Snohomish, WA 98296

City’s Initial Administrator:

City of \_\_\_\_\_  
Office of the Mayor  
\_\_\_\_\_  
\_\_\_\_\_, WA 980\_\_

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

**5. Duties of the City to Acquire, Operate, Maintain and Conserve.** The City shall:

**5.1** Acquire the Property within twenty-four (24) months of the Effective Date of this Agreement and upon closing maintain, operate and conserve the Property  
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Acquisition of Property with Conservation Futures Funds

for open space and passive park purposes. The City shall undertake all reasonable efforts to acquire the Property but if the owner of is not a willing seller, the City shall not utilize the power of eminent domain to acquire the Property.

**5.2** Immediately following acquisition of the Property, execute and record an instrument conveying a Conservation Easement for the Property to the County in substantially the form attached hereto as Exhibit B (the "Conservation Easement").

**5.3** Prior to acquisition of the property, perform a boundary line survey to determine potential trespass or adverse possession issues. County may waive this requirement if there are no potential boundary issues, or if a prior survey has been performed.

**5.4** Forward a copy of the recorded deed conveying the Property and a copy of the executed Conservation Easement for the Property to the County as soon as the same are returned from the Snohomish County Auditor.

**5.5** Provide an sponsor identifying sign, the size and design of which shall be approved by the Snohomish County Department of Parks and Recreation, at the entrance to the Property which shall be in plain sight in perpetuity, listing the County as a participant in the acquisition of the Property through the Snohomish County Conservation Futures Program.

**5.6** Fund any improvements that are made to the Property from revenue sources other than Conservation Futures Program Funds and limit any such improvements to those that meet the requirements and intent of RCW 84.34.200 et. seq. and the Conservation Easement.

**5.7** Submit to the County a long-term maintenance plan for the Property and any improvements within three (3) months of the completed Property acquisition.

**5.8** Pay to the County, upon sale of any of the City's interest in the Property, or any portion thereof, a pro rata share of any consideration received, less the costs of improvements funded by the City. The pro rata share will be equal to the percentage of the cost of acquisition funded by the County pursuant to this Agreement.

**5.9** Pay on a current basis all taxes or assessments levied on Property-related activities and the Property; PROVIDED, HOWEVER, that nothing contained herein will modify the City's right to contest any such tax, and the City will not be deemed to be in default as long as it is, in good faith, contesting the validity or amount of any such taxes.

**5.10** Obtain and maintain, at its own costs and expense, all necessary permits, licenses and approvals related to the purchase, ownership, and on-going maintenance and management of the Property.

**6. Payment from the County.** The County shall provide financial assistance to the City in the amount of the lesser of \$\_\_\_\_\_.00, or \_\_\_\_% of the total project cost from the Conservation Futures Fund for the acquisition of the Property. Payment shall be made on a reimbursable basis within thirty (30) days of County receipt of a City invoice submitted with documentation of completed purchase of the Property and transfer of title, provided the City has complied with all the terms of this Agreement. Documentation of matching funds as submitted in the original grant application required for reimbursement. Any obligations of the County beyond the current fiscal year are subject to appropriation of funds for the specific purpose of funding this Agreement in accordance with its Charter and applicable law.

**7. Compliance with Laws.** The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including, but not limited to, laws against discrimination.

**8. Records, Inspections and Audits.** The City will keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The County may, at its sole discretion, from time to time whether before or after acquisition of the Property or termination of this Agreement inspect all books and records and other materials related to any matters covered by this Agreement and not otherwise privileged, belonging to the City or any contractor or to elect to have an audit conducted to verify acquisition-related costs through the date of the acquisition, income from the Property, maintenance and operation costs, and the cost of post-acquisition improvements. Such books, records and other materials shall be made available for County inspection during regular business hours within a reasonable time of the request. If the County elects to conduct such an audit, it will give notice to the City, and such audit will be conducted as soon as is reasonably feasible thereafter, but County payments to the City (if any) will not be delayed pending the outcome of the audit. Such audit will be conducted by an auditor selected by the County, and the County will, except as provided herein, pay the cost of such audit. The City agrees to cooperate with the auditor and to make available for examination at its principal office all its books, records, correspondence and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation equal to five percent (5%) or more of the cost of acquiring the Property, then the City will pay the cost of the audit, not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00).

The City will preserve all records for a period of seven (7) years; PROVIDED, HOWEVER, that if the City proposes to dispose of any documents materially related to the Property for a period less than seven (7) years, then the City will deliver the same to the County for disposition by the County.

The County may at all times enter the Property to determine the City's compliance with the terms and conditions of this Agreement or to post notices. Any person or persons

who may have an interest in the purposes of the County's visit may accompany the County.

The City acknowledges and agrees that its obligations under this Section 8 will survive termination of this Agreement.

**9. Risk of Loss.** All of the City's personal property of any kind or description whatsoever, or that of its employees, agents, contractors, and/or invitees placed on the Property shall be at the City's sole risk, and the County will not be liable for any damage done to, or loss of, such personal property.

**10. Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the City are needed for the County to respond to a request under the Act, as determined by the County, the City agrees to make them promptly available to the County. If the City considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the City shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the City and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the City (a) of the request and (b) of the date that such information will be released to the requester unless the City obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the City fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the City to claim any exemption from disclosure under the Act. The County shall not be liable to the City for releasing records not clearly identified by the City as confidential or proprietary. The County shall not be liable to the City for any records that the County releases in compliance with this Section or in compliance with an order of a court of competent jurisdiction.

**11. Hold Harmless and Indemnification.** The City shall assume the risk of, be liable for, and pay all damage, loss, costs and expense of any party arising out of the activities under this Agreement and all use of any improvements it may place on the Property. The City shall hold harmless, indemnify and defend the County, its officers, elected and appointed officials, employees and agents from and against all claims, losses, lawsuits, actions, counsel fees, litigation costs, expenses, damages, judgments, or decrees by reason of damage to any property or business and/or any death, injury or disability to or of any person or party, including but not limited to any employee, arising out of or suffered, directly or indirectly, by reason of or in connection with the acquisition

or use of the Properties and this Agreement; PROVIDED, that the above indemnification does not apply to those damages caused by the sole negligence or willful misconduct of the County, its elected and appointed officials, officers, employees or agents.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

**12. Dispute Resolution.** The Parties agree to use their best efforts to resolve disputes and other matters arising out of this Agreement or the ongoing administration of this Agreement. If a dispute arises, then (i) within ten (10) business days of a written request by either Party, the City's designated representative and County's designated representative shall meet and resolve the issue; if these parties cannot resolve the issue within ten (10) business days of the meeting, then (ii) the issue shall be submitted to the City's Mayor and to the Director of the Snohomish County Department of Parks and Recreation; if these parties cannot resolve the issue within fifteen (15) business days of submission to them, then (iii) the issue shall be submitted for mediation; if mediation does not successfully resolve the dispute, then (iv) either Party may file suit in a court of competent jurisdiction. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

**13. Notice.** All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator or Administrator's designee at the addresses set forth in Section 1.4 above. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

**14. Miscellaneous.**

**14.1. Entire Agreement; Amendments.** This Agreement shall constitute the full and complete Agreement of the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may be amended only by written agreement of the parties, executed in the same manner as provided by the Interlocal Cooperation Act, Chapter 39.34 RCW, governing the execution of this Agreement.

**14.2. Interpretation.** This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

**14.3. Governing Law and Stipulation of Venue.** This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

**14.4. Rights and Remedies.** The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

**14.5. No Third Party Rights.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any persons other than the Parties.

**14.6. Binding on Successors.** All the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal representatives.

**14.7. No Waiver.** Payment by the County under this Agreement shall not constitute a waiver by the County of any claims it may have against the City for any breach of this Agreement or for failure of City to perform the work or actions, as specified in this Agreement. Forbearance of the rights of the parties under this Agreement will not constitute waiver of entitlement to exercise their respective rights as to any future acts or omissions by the offending party.

**14.8. No Employee Relationship.** In performing work and services pursuant to this Agreement, the City, its, employees, consultants, agents, and representatives shall be acting as agents of the City and shall not be deemed or construed to be employees or agents of the County in any manner whatsoever. The City shall not hold itself out as, nor claim to be, an officer or employee of the County and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of County. The City shall be solely responsible for any claims for wages or compensation by

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the City's employees, consultants, agents, and representatives, including sub-consultants, or any agency, and shall defend, indemnify and hold County harmless therefrom.

**14.9 Conflicts between Attachments and Text.** Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

**14.10 Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

**14.11 Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

**14.12 No Assignment.** This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

**14.13 Warranty of Authority.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

**14.14 No Joint Venture.** Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

**14.15 No Separate Entity Necessary.** The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

**14.16 Ownership of Property.** Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

**14.17. Execution in Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

**SNOHOMISH COUNTY:**

**CITY OF \_\_\_\_\_:**

\_\_\_\_\_  
Dave Somers Date  
Snohomish County Executive

\_\_\_\_\_  
By:  
City Mayor

APPROVED AS TO FORM:

Attest:

\_\_\_\_\_  
Deputy Prosecuting Attorney Date

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney Date

**EXHIBIT A**

**Legal Description**  
Fee Simple Acquisition

APN/Parcel ID(s):

Situate County of Snohomish, State of Washington

TEMPLATE

**EXHIBIT B**

**Conservation Easement**

TEMPLATE

After Recording Return to:  
Assistant Clerk  
Snohomish County Council  
3000 Rockefeller Avenue MS 609  
Everett, WA 98201

### GRANT OF CONSERVATION EASEMENT

Grantor: City of \_\_\_\_\_, a municipal corporation of the State of Washington  
Grantee: Snohomish County, a political subdivision of the State of Washington  
Legal: Ptn Govt Lot \_\_\_\_\_ Section, Township, Range Snohomish County, WA  
Tax Parcel Nos.: \_\_\_\_\_ Ptn. of APN # \_\_\_\_\_

This grant of a perpetual CONSERVATION EASEMENT (hereinafter "Conservation Easement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by the City of \_\_\_\_\_, a municipal corporation of the State of Washington (hereinafter "Grantor"), to Snohomish County, a political subdivision of the State of Washington (hereinafter "Grantee" or "County"), in perpetuity as holder of the Conservation Easement pursuant to RCW 64.04.130.

### RECITALS

A. Grantor is the sole owner in fee simple of the property legally described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Protected Property"), located on Ptn \_\_\_\_\_

\_\_\_\_\_, Snohomish County, Washington; and

B. Grantor warrants that Grantor has good legal title to the Protected Property, as well as the right to convey this Conservation Easement, and that the Protected Property is free and clear of any encumbrances except those general exceptions contained in the title policy and any special exceptions shown on the Preliminary Commitment that are accepted by the Grantee; and

C. Grantor warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or waste on the Protected Property; and

D. The Protected Property possesses significant long-term natural and open space values (“Conservation Values”) of great importance to the people of Snohomish County for passive recreation; and

E. This Conservation Easement is authorized by RCW 64.04.130, the provision of state law governing conservation easements; and

F. The Grantor and the Grantee intend and have the common purpose of retaining the Protected Property for open space and passive recreation by placing restrictions on the use of the Protected Property, which shall continue as a servitude running with the land, and authorizing Grantee to monitor and enforce such restrictions, as described herein; and

G. To document the present condition of the Protected Property so that Grantee or its assigns are able to monitor future uses and assure compliance with the terms of this Conservation Easement, Grantee has, at its expense, prepared baseline data consisting of photographs and other documentation summarized in Exhibit B and incorporated herein by reference as though set forth in full (the “Baseline Documentation”) that the parties agree provide an accurate representation of the Protected Property as of the date of this Conservation Easement; and

H. Snohomish County, as the Grantee of this Conservation Easement, is a qualified holder of conservation easements under RCW 64.04.130; and

I. This Conservation Easement is being purchased with funds provided, in part, by the County’s Conservation Futures Program pursuant to RCW 84.34.200, RCW 84.34.210, RCW 84.34.220 and chapter 4.14 SCC, which authorizes Snohomish County to purchase conservation easements for the purpose of protecting open space and timber land through restrictions on incompatible uses of the land;

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions contained herein and in payment of one dollar (\$1.00) and other valuable consideration by Grantee, the receipt of which is hereby acknowledged by Grantor, and pursuant to the laws of the State of Washington, including chapters 64.04 and 84.34 of the Revised Code of Washington, the parties agree as follows:

I. **Grant.** Grantor hereby grants to the Grantee a perpetual Conservation Easement over, under, across and through the Protected Property, as described in Exhibit A attached hereto, to protect, preserve, maintain, improve, restore, limit future use of or otherwise conserve the Protected Property as open space pursuant to chapter 84.34 RCW.

II. **Purpose.** The purpose of this Conservation Easement is to assure that the Protected Property will be retained forever in its natural and open space condition and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values. Grantor intends that this Conservation Easement will confine the use of, or activity on,

the Protected Property to such uses and activities that are consistent with this purpose. This statement of purpose is intended as a substantive provision of the Conservation Easement. Any ambiguity or uncertainty regarding the application of the provisions of this Conservation Easement will be resolved so as to further this purpose.

**III. Rights of the Grantee.** Grantor hereby conveys to the Grantee all rights necessary to accomplish the purpose of this Conservation Easement, including, without limitation, the following:

- A. The right to protect, conserve, maintain, improve and restore the Conservation Values of the Protected Property;
- B. The right to enter the Protected Property or allow Grantee's invitees or licensees to enter, at a reasonable time and upon prior written notice to the Grantor, for the following purposes (i) to make general inspection of the Protected Property to monitor compliance with this Conservation Easement; (ii) to protect, preserve, maintain, improve and restore the Conservation Values of the Protected Property; and (iii) to mitigate or terminate any violation or otherwise enforce the provisions of this Conservation Easement.
- C. The right to enjoin any use of, or activity on, the Protected Property that is inconsistent with the purpose of this Conservation Easement, including trespasses by members of the public, and to require the restoration of such area or features of the Protected Property as may be damaged by uses or activities inconsistent with the provisions of this Conservation Easement, all in accordance with Section XI.
- D. The right to enforce the terms of this Conservation Easement, consistent with Section XI.
- E. The right to place a sign on the Protected Property which acknowledges this Conservation Easement, any conditions on access, and any funding contribution to the acquisition of the Conservation Easement.

The foregoing are rights, not obligations, and shall not create any third-party rights of enforcement.

**IV. Permitted Uses and Activities.**

A. Grantor reserves to itself, and to its successors and assigns all rights accruing from its ownership of the Protected Property, including the right to engage in or permit or invite others to engage in all uses of the Protected Property that are not prohibited herein and are not inconsistent with the purpose of this Conservation Easement. In the event Grantor plans to undertake actions that could be inconsistent with the purpose of this Conservation Easement, Grantor shall provide Grantee written notice of such intent not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed

activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement. Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's notice. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action proposed would be inconsistent with the purpose of this Conservation Easement.

B. Any improvements to the Protected Property shall be limited to those which are passive in nature and meet the requirements and intent of RCW 84.34.200-220. Passive improvements include, but are not limited to, trails, interpretive centers, viewpoints, picnicking facilities, access, restrooms, playgrounds and restoration projects. Active recreational improvements are prohibited. Such improvements include, but are not limited to ball fields, use by motorized vehicles, swimming pools, and recreation centers.

C. Nothing herein precludes the Grantor from demolishing, removing, and remediating existing improvements on the property as of the date of this Conservation Easement.

**V. Prohibited Uses and Activities.** Neither Grantor nor its licensees or invitees shall use the Protected Property for any activity or purpose that is inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following activities are expressly prohibited in the Protected Property:

A. The placement or construction of any buildings, structures, improvements or equipment of any kind except as permitted in subsection IV. B;

B. The continuation, creation, expansion or intensification of any use or activity that is contrary to the purpose of this Conservation Easement or prohibited in this section;

C. Mining or extraction of soil, sand, gravel, oil, natural gas or other mineral;

D. Dumping or accumulation of trash or refuse;

E. The use of motorized vehicles except for those necessary to conduct the uses permitted under this Conservation Easement; and

F. Any construction, expansion, repair or other development activity that would result in more than ten percent (10%) of the area of the Protected Property being covered with impervious surfaces, including, without limitation, asphalt, concrete, gravel, buildings, or ponds.

**VI. Transfer of Property. The Grantor agrees to:**

A. *Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including, without limitation, leasehold interests.*



B. Describe the Conservation Easement in and append it to any contract for the transfer of any interest in the Protected Property.

C. Give written notice to the Grantee of the transfer of any interest in all or any portion of the Protected Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of the Grantor to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability.

**VII. Extinguishment.** This Conservation Easement may be terminated or extinguished, whether in whole or in part, only under one or more of the following circumstances:

A. By judicial determination, by a court having jurisdiction over the Conservation Easement, those circumstances have rendered the purpose of this Conservation Easement impossible to achieve.

B. In the event all or any of the Protected Property is taken by exercise of the power of eminent domain or acquired in lieu of condemnation, whether by public, corporate or other authority, except by the parties hereto.

**VIII. Proceeds.** In the event of termination or extinguishment of this Conservation Easement, Grantee shall be compensated by Grantor for the fair market value of its interest in the Protected Property as determined by either a real estate appraiser licensed by the State of Washington or a court of competent jurisdiction.

**IX. Transfer or Assignment of the Conservation Easement.** *This Conservation Easement is transferable, but Grantee may assign its rights under this Conservation Easement only to an agency or organization that is authorized to acquire and hold conservation easements under RCW 64.04.130 or RCW 84.34.250, or otherwise qualified at the time of transfer under §170(h) of the Internal Revenue Code of 1986. As a condition of such transfer, Grantee shall require that the transferee exercise its rights under the assignment consistent with the purpose of this Conservation Easement.*

**X. Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep, and maintenance of the Protected Property.

A. Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Protected Property.

B. Attorneys' fees and costs for enforcement. If the Grantee commences and successfully prosecutes an enforcement action pursuant to Section XI below, the Grantor shall pay all

reasonable costs and expenses associated with the enforcement action, including but not limited to, reasonable attorneys' fees.

**XI. Enforcement & Monitoring.** Grantee shall have the authority to enforce the terms of this Conservation Easement. To exercise this authority and thereby further the purpose of this Conservation Easement, the Grantee shall have the following rights under this Conservation Easement, which are subject to the stated limitations:

A. Entry onto Protected Property with Reasonable Notice. If the Grantee has reason to believe that a violation of the terms of this Conservation Easement has occurred or is occurring, the Grantee shall have the right to enter the Protected Property, provided that reasonable advance notice is given to the Grantor, for the purpose of inspecting it for violations of any requirement set forth in this Conservation Easement. Additionally, the Grantee shall have the right to enter the Protected Property at least once a year, at a mutually agreed time, for purposes of inspection and compliance monitoring regardless of whether Grantee has reason to believe that a violation of this Conservation Easement exists.

B. Enforcement Mechanisms and Remedial Measures. If the Grantee finds what it believes to be a violation of this Conservation Easement, it may, at its discretion, use any available legal or equitable remedy to secure compliance, including but not limited to seeking injunctive relief and/or specific performance requiring the Grantor to cease and desist all activity in violation of the terms of this Conservation Easement and to return the Protected Property to its condition prior to any violation(s). Except when an imminent violation could irreversibly diminish or impair the Conservation Values of the Protected Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days in which to take corrective action prior to commencing any legal action. The failure of Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time or constitute a waiver of its rights. Grantee may use the Baseline Documentation as a basis for enforcing the provisions of this Conservation Easement but is not limited to the use of the Baseline Documentation to show a change of conditions.

C. Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damages to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.

D. Scope of Relief. Grantee's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal

remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

E. Costs of Enforcement. In the event Grantee must enforce the terms of this Conservation Easement, any costs of restoration necessitated by acts or omissions of Grantor, its agents, employees, contractors, invitees or licensees in violation of the terms of this Conservation Easement and Grantee's reasonable enforcement expenses, including reasonable attorneys' and consultants' fees and costs, shall be borne by Grantor, its successors or assigns.

F. Waiver of Defenses. Grantor acknowledges it has carefully reviewed this Conservation Easement and has consulted or had the opportunity to consult with counsel of its terms and requirements. In full knowledge of the provisions of this Conservation Easement, Grantor hereby waives any claim or defense it may have against Grantee or its successors or assigns under or pertaining to this Conservation Easement based upon waiver, laches, estoppel or prescription.

G. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle the Grantee to bring any action against Grantor to abate, correct or restore any condition in the Protected Property or to recover damages for any injury to or change in the Protected Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement or the like.

**XII. Hold Harmless.** Grantor hereby agrees to release and hold harmless, indemnify and defend Grantee, its officers, elected and appointed officials, employees and agents (collectively "Indemnified Parties") from all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' and consultants' fees arising from or in any way connected with:

A. Injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Protected Property that is not a consequence of an activity of the Indemnified Parties undertaken under the rights granted to Grantee under this Conservation Easement;

B. Violations or alleged violations of, or other failure to comply with, any federal, state or local law or regulation relating to pollutants or hazardous, toxic or dangerous substances or materials, including without limitation CERCLA (42 U.S.C. 9601 et seq.) and MTCA (Ch. 70.105D RCW), by any person other than any of the Indemnified Parties, in any way affecting, involving or relating to the Protected Property, unless such violations or alleged violations are due to the sole acts or omissions of any of the Indemnified Parties on the Protected Property;

C. The presence or release in, on, from or about the Protected Property, at any time, of any substance now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement of any substance hazardous, toxic or dangerous to

the air, water or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

**XIII. Recordation.** Grantee shall record this instrument in the Office of the Snohomish County Auditor and may re-record it at any time.

**XIV. Notices.** Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to another party under the terms of this Conservation Easement shall be in writing and either served at or mailed to:

Grantee:                           Snohomish County  
County Executive Office  
3000 Rockefeller Avenue, M/S #407  
Everett, WA 98201

Grantor(s):                       City of \_\_\_\_\_  
Office of the Mayor  
P O Box \_\_\_\_\_  
\_\_\_\_\_ WA 98\_\_

or to such other address as any party from time to time shall designate by written notice to others.

**XV. General Provisions.**

A. Amendment. If circumstances arise under which an amendment to this Conservation Easement would be appropriate, the Grantor and Grantee may jointly amend this Conservation Easement by a written instrument to be recorded with the Snohomish County Auditor, provided that such an amendment does not diminish the effectiveness of this Conservation Easement in carrying out its purpose to permanently preserve and protect in perpetuity the Conservation Values of the Protected Property.

B. Controlling Law. The interpretation or performance of this Conservation Easement shall be governed by the laws of the State of Washington and the Laws of the United States. Any legal proceeding regarding this Conservation Easement shall be initiated in Snohomish County Superior Court.

C. Interpretation. This Conservation Easement shall be interpreted to resolve any ambiguities and questions of the validity of specific provisions to give maximum effect to its preservation purpose, as stated in Section II, above. If the Grantor has any doubt concerning the Conservation Easement, covenants, conditions, limitations or restrictions herein contained with respect to any particular use of the said Protected Property, it may submit a written request to the Grantee for consideration and approval of such use.

D. Definitions. Any masculine term used in this Conservation Easement shall include the female gender. The terms "Grantor" and "Grantee," wherever used in this Conservation Easement, and any pronouns used in their place, shall be held to mean and include respectively the above-named Grantor, its successors, and assigns, and the above-named Grantee, its successors and assigns.

E. Entire agreement. This Conservation Easement sets forth the entire agreement of the parties with respect to the issues addressed herein and supersedes all prior discussions, negotiations, understandings, or agreements relating to these issues, all of which are merged herein.

F. No forfeiture. Nothing in this Conservation Easement shall result in a forfeiture or revision of Grantor's title in any respect.

G. Successors. As stated in the above recitals, all covenants, terms, conditions, and restrictions of this Conservation Easement shall run with the land and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

H. Severability. If any portion of this Conservation Easement is declared unlawful or invalid, the remainder of the Conservation Easement shall remain in full force and effect.

I. Authority of signatories. The individuals executing this Conservation Easement warrant and represent that they are duly authorized to execute and deliver this Conservation Easement.

J. No merger. If Grantee at some future time acquires the underlying fee title in the Protected Property, the interest conveyed by this Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

**XVI. Environmental Compliance.**

A. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge, Grantor and the Protected Property are in compliance with all federal, state and local laws, regulations and requirements applicable to the Protected Property and its use, including without limitation all federal, state and local environmental laws, regulations and requirements.

B. Grantor further represents and warrants that there has been no release, dumping, burying, abandonment or migration from offsite onto the Property of any substances, materials or wastes that are hazardous, toxic, dangerous or harmful or are designated as, or contain components that are subject to regulation as hazardous, toxic, dangerous or harmful by any federal, state or local law, regulation, statute or ordinance. There is no pending or threatened litigation affecting the Property or any portion of the Property that will materially impair the Conservation Values. No civil or criminal proceedings have been instigated or are pending

against Grantor or its predecessors by government agencies or third parties arising out of alleged violations of environmental laws, and neither Grantor nor its predecessors in interest have received any notice of violation, penalties, claims, demand letters or other notifications relating to a breach of environmental laws.

C. Remediation. If at any time there occurs or has occurred a release in, on or about the Property of any substances now or hereafter defined, listed or otherwise classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic or dangerous to the air, water or soil, or in any way harmful or threatening to human health or environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by the Grantee, in which case Grantee shall be responsible for remediation.

TO HAVE AND TO HOLD unto GRANTEE SNOHOMISH COUNTY, its respective successors and assigns forever.

IN WITNESS WHEREOF the parties have, by their authorized officers, set their own hands as of the day and year first stated above.

GRANTOR:

CITY OF

By \_\_\_\_\_  
Its: City Mayor

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

I, \_\_\_\_\_ certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it, as the Mayor of the City of \_\_\_\_\_, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021\_.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_.

Attest:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney                      Date

TEMPLATE

ACCEPTED BY GRANTEE:

On \_\_\_\_\_, the Snohomish County Council adopted Motion 20-\_\_\_\_\_ authorizing the County Executive to accept the Conservation Easement, pursuant to RCW 64.04.130.

GRANTEE:  
SNOHOMISH COUNTY

By: \_\_\_\_\_  
Dave Somers  
Snohomish County Executive

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF SNOHOMISH        )

I, \_\_\_\_\_ certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument; on oath stated that (he/she) was authorized to execute the instrument; and acknowledged it, as the \_\_\_\_\_ of Snohomish County, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My Commission Expires: \_\_\_\_\_.

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Prosecuting Attorney   Date



**EXHIBIT A**

LEGAL DESCRIPTION OF  
PROPERTY SUBJECT TO CONSERVATION EASEMENT

TEMPLATE

## EXHIBIT B

### BASELINE SITE ASSESSMENT

#### CURRENT CONDITIONS

Please describe the current conditions of the site at the time of acquisition. If a descriptor below does not apply, then indicate "Not Applicable". Please include a description of:

##### I. PROPERTY DATA

- A. Structures (residential, commercial, agricultural, historic)
- B. Access Roads and/or Road Frontage
- C. Percentage & Type of Impervious Surfaces (note: gravel is considered impervious)
- D. Utilities (power, water, gas, sewer/septic, storm water)
- E. Other Site Improvements
- F. Easements (road, utility, trail, agricultural, other)
- G. Present Use/Proposed Future Use(s)
- H. Mineral Rights and/or Water Rights Held by Property Owner and/or Others

I. Critical Areas

J. Existing Critical Areas Protection Areas and/or Native Growth Protection Areas  
(attach a copy of any documentation, e.g. Critical Areas Site Plan)

K. Historic Site Features (Other than Structures)

II. GRAPHIC DOCUMENTATION OF CURRENT SITE CONDITIONS

Please attach documents for items A – D.

A. High resolution aerial photo showing outline of acquisition area.

B. Ground photos of existing site features of significance

C. Site map. Map should note location of features identified above (A - F), including impervious areas.

D. Property boundary survey, if partial acquisition.



Linda Lyshall, Executive Director  
528 91st Ave NE, Ste A  
Lake Stevens, WA 98258-2538  
[llyshall@snohomishcd.org](mailto:llyshall@snohomishcd.org)  
425-327-9862

June 15, 2022

Snohomish County  
Conservation Futures Program Advisory Board

Re: Letter of support for Forterra's preservation funds request; Stillaguamish Farm Projects

Dear Conservation Futures Program Advisory Board,

The Snohomish Conservation District fully supports Forterra's application for funding to preserve 234 acres of prime farmland on the Kraetz, Foster, and Thomas Farms. We have worked with Forterra, Washington Farmland Trust, and our local farmers for the past four years to prioritize protection of agricultural land at risk of development. Your support of Forterra's request will secure this important agricultural land in perpetuity.

Approval of this funding request will support the viability of the Kraetz, Foster, and Thomas Farms today and into the future. Moreover, it will support the viability of agriculture overall in Snohomish County, as preserving our active farmland is imperative to maintain a healthy infrastructure for all farmers in the region.

In addition, preserving the Kraetz, Foster, and Thomas Farms also contributes to flood mitigation and wildlife habitat protection. Because of the location of the majority of this land is along the Stillaguamish river or on its floodplain, preserving them as farmland protects downstream properties from flooding and contributes to juvenile salmonid survival by lowering the velocity of the floodwaters.

The CFPAB's support of this proposal will leverage existing funding from the Washington State Conservation Commission and the Department of Ecology's Floodplains by Design program. With Conservation Futures funding, the Snohomish Conservation District and Forterra will fully fund and secure conservation easements on each of the 5 properties. These easements will contribute to preserving a viable farming economy in the Stillaguamish Valley, reducing flood risk, and protecting wildlife habitat. Thank you for your consideration of this proposal.

Sincerely,

A handwritten signature in black ink that reads "Linda Lyshall". The signature is written in a cursive, flowing style.

Linda Lyshall, Executive Director  
Snohomish Conservation District



**STILLAGUAMISH  
TRIBE OF INDIANS**

***stuləg'ábš* : People of the River**  
t: (360) 652-7362 f: (360) 659-3113

June 15, 2022

Snohomish County  
Conservation Futures Program Advisory Board

Re: Letter of support for Forterra's preservation funds request; Stillaguamish Farm Projects

Dear Conservation Futures Program Advisory Board,

The Stillaguamish Tribe of Indians, Natural Resources Department supports Forterra's application for funding to preserve 234 acres of farmland on the Kraetz, Foster, and Thomas Farms. These farms were included in our application submitted for the 2023-2025 round of funding from the Washington State Conservation Commission and the Department of Ecology's Floodplains by Design program. The CFPAB's support of this proposal will thereby leverage this funding to ensure it is used as intended to protect land in the Stillaguamish Valley.

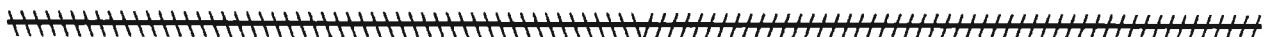
We have worked with Forterra, Washington Farmland Trust, and other partners to prioritize protection of land in the historic floodplain that is at increased risk of development. Suburban development is a significant pressure in the Stillaguamish watershed, with homes springing up in a several mile radius from these farms, all of which are zoned Ag-10 and have buildable lots.

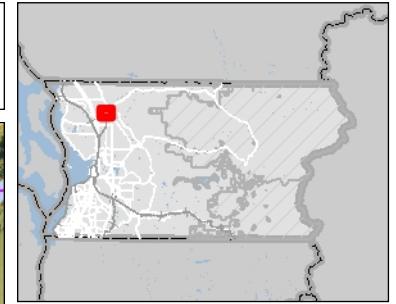
Protecting the land and preventing development in the floodplain maintains open space, reduces flood risk to downstream and adjacent properties, and allows for future restoration opportunities that will benefit fish and wildlife populations in the Stillaguamish watershed.

Your support of Forterra's request will help meet these goals and secure this important land in perpetuity. Thank you for your consideration of this proposal.

Sincerely,

Sara Thitipraserth  
Stillaguamish Tribe of Indians  
Director, Natural Resources Department





### Legend

- Snohomish County Tax Parcels
- County Boundary
- Urban Growth Boundary
- Municipal Urban Growth Boundary
- Tulip Indian Reservation Boundary
- Stillaguamish Indian Reservation Boundary
- County Parks
- Washington Counties

1: 20,000



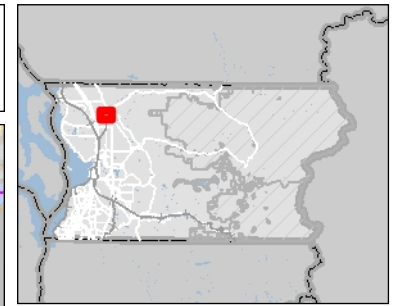
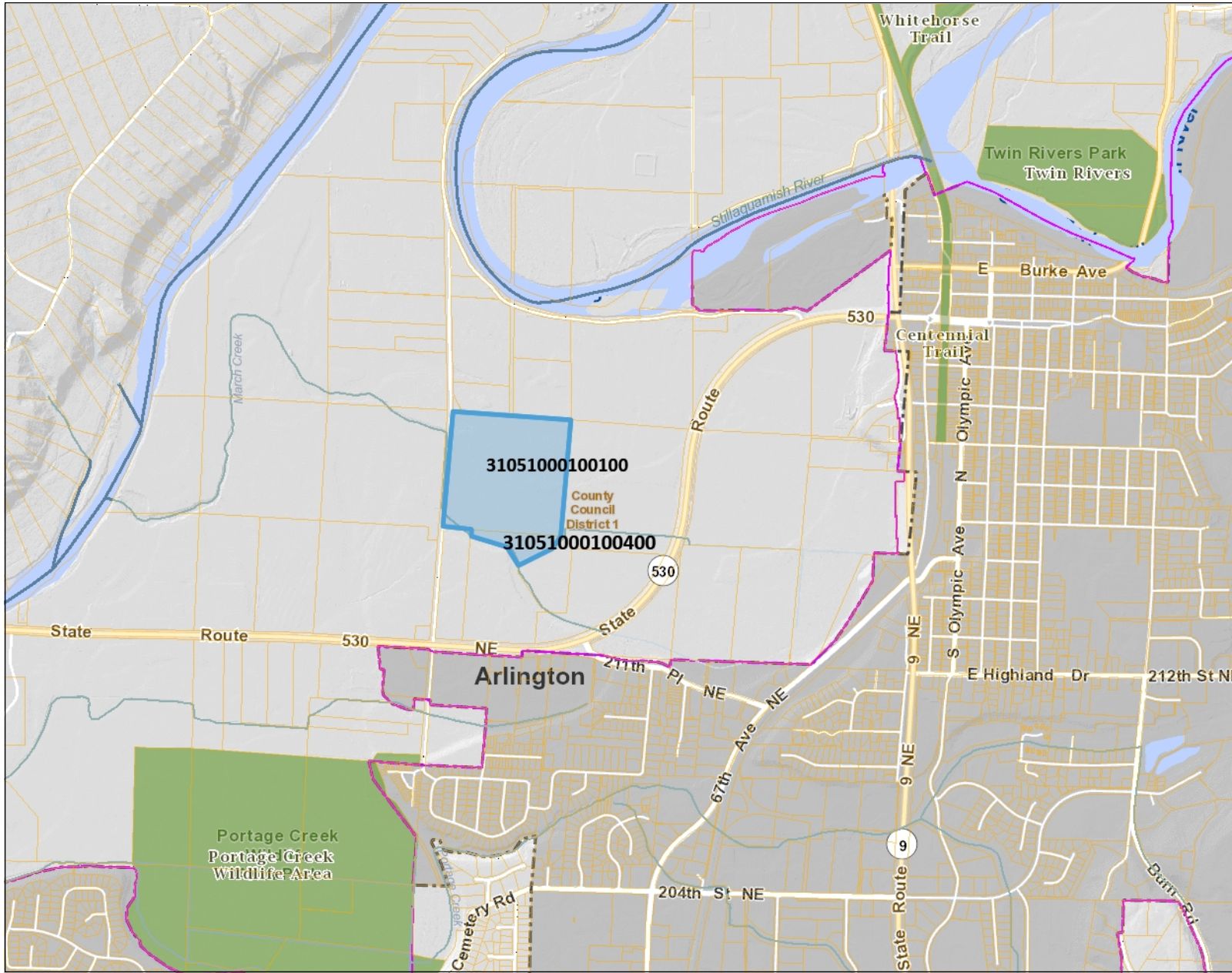
3,333.3      0      1,666.67      3,333.3      Feet

Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
Planning and Development Services, Snohomish County

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.

### Notes

This map was automatically generated using Geocortex Essentials.



**Legend**

- Snohomish County Tax Parcels
- County Boundary
- Urban Growth Boundary
- Municipal Urban Growth Boundar
- Tulalip Indian Reservation Boundary
- Stillaguamish Indian Reservation Boundary
- County Parks
- Washington Counties

1: 20,000



3,333.3      0      1,666.67      3,333.3      Feet

Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
Planning and Development Services, Snohomish County

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**Notes**

This map was automatically generated using Geocortex Essentials.

**Exhibit A – Legal Description**

Parcel A:

A portion of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the section corner common to Sections 2, 3, 10, and 11,  
Thence South 02°38' West between the section line between Sections 10 and 11 for 1426.4 feet;  
Thence North 88°47'20" West 1224.3 feet;  
Thence South 02°24' West 732 feet;  
Thence North 89°20'50" West 195.05 feet, more or less, to the center of the creek;  
Thence down the creek center with approximate bearings and distances of North 59°35'50" West 109.66 feet;  
Thence North 35°50'50" West 457.46 feet;  
Thence North 08°55'50" West 103.76 feet;  
Thence North 32°25'50" West 218.50 feet;  
Thence North 83°40'50" West 223.35 feet;  
Thence North 73°35'50" West 162.02 feet;  
Thence North 55°05'50" West 63.78 feet;  
Thence away from creek center at North 02°11' East 51.24 feet to the North line of the Southwest quarter of the Northeast quarter;  
Thence South 88°47'00" East 1021.4 feet;  
Thence North 02°24' East 1316.4 feet, more or less, to the North line of the Northeast quarter;  
Thence South 88°13'50" East 1358.2 feet to the point of beginning;

EXCEPT any portion thereof conveyed to the State of Washington for highway;

Less the following described tract:

Commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington;  
Thence South 87°06'56" East a distance of 337.25 feet to the true point of beginning;  
Thence South 03°52'29" West a distance of 58.42 feet;  
Thence South 60°30'45" East a distance of 47.04 feet;  
Thence South 64°53'15" East a distance of 81.88 feet;  
Thence South 74°09'51" East a distance of 117.47 feet;  
Thence South 82°24'59" East a distance of 79.67 feet;  
Thence South 88°97'54" East a distance of 88.27 feet;  
Thence South 51°44'42" East a distance of 51.98 feet;  
Thence South 36°54'30" East a distance of 92.74 feet;  
Thence South 29°45'17" East a distance of 80.73 feet;  
Thence South 81°04'35" East a distance of 83.66 feet;  
Thence North 56°46'09" East a distance of 103.13 feet to the beginning of a curve to the right having a radius of 30.00 feet;  
Thence along said curve through a central angle of 06°35'31" a distance of 3.45 feet;



Thence North 63°21'39" East a distance of 83.00 feet to the beginning of a curve to the right having a radius of 130.00 feet;  
Thence along said curve through a central angle of 00°52'49" a distance of 2.00 feet;  
Thence North 64°14'28" East a distance of 143.80 feet to the beginning of a curve to the left having a radius of 130.00 feet;  
Thence along said curve through a central angle of 21°51'48" a distance of 49.61 feet;  
Thence North 42°22'40" East a distance of 68.93 feet;  
Thence North 42°25'27" East a distance of 57.75 feet to the beginning of a curve to the left having a radius of 40.00 feet;  
Thence along said curve through a central angle of 37°14'57" a distance of 26.00 feet;  
Thence North 05°10'30" East a distance of 85.73 feet;  
Thence North 87°10'38" West a distance of 33.47 feet to the east line of the Northwest quarter of the Northeast quarter of Section 10;  
Thence South 03°51'19" West a distance of 89.19 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 10;  
Thence South 87°06'56" East a distance of 1021.01 feet to the point of beginning;

(Also known Parcel A, Snohomish County Boundary Line Adjustment No. 18-122346-BLA, recorded under Recording No. 201810090416, records of Snohomish County, Washington).

Parcel B:

The Northwest quarter of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County Washington, together with the following described tract:

Commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington;  
Thence South 87°06'56" East a distance of 337.25 feet to the true point of beginning;  
Thence South 03°52'29" West a distance of 58.42 feet;  
Thence South 60°30'45" East a distance of 47.04 feet;  
Thence South 64°53'15" East a distance of 81.88 feet;  
Thence South 74°09'51" East a distance of 117.47 feet;  
Thence South 82°24'59" East a distance of 79.67 feet;  
Thence South 88°97'54" East a distance of 88.27 feet;  
Thence South 51°44'42" East a distance of 51.98 feet;  
Thence South 36°54'30" East a distance of 92.74 feet;  
Thence South 29°45'17" East a distance of 80.73 feet;  
Thence South 81°04'35" East a distance of 83.66 feet;  
Thence North 56°46'09" East a distance of 103.13 feet to the beginning of a curve to the right having a radius of 30.00 feet;  
Thence along said curve through a central angle of 06°35'31" a distance of 3.45 feet;  
Thence North 63°21'39" East a distance of 83.00 feet to the beginning of a curve to the right having a radius of 130.00 feet;  
Thence along said curve through a central angle of 00°52'49" a distance of 2.00 feet;  
Thence North 64°14'28" East a distance of 143.80 feet to the beginning of a curve to the left having a radius of 130.00 feet;  
Thence along said curve through a central angle of 21°51'48" a distance of 49.61 feet;  
Thence North 42°22'40" East a distance of 68.93 feet;  
Thence North 42°25'27" East a distance of 57.75 feet to the beginning of a curve to the left having a radius of 40.00 feet;  
Thence along said curve through a central angle of 37°14'57" a distance of 26.00 feet;

Thence North  $05^{\circ}10'30''$  East a distance of 85.73 feet;  
Thence North  $87^{\circ}10'38''$  West a distance of 33.47 feet to the east line of the Northwest quarter of the Northeast quarter of Section 10;  
Thence South  $03^{\circ}51'19''$  West a distance of 89.19 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 10;  
Thence South  $87^{\circ}06'56''$  East a distance of 1021.01 feet to the point of beginning;

(Also known Parcel B, Snohomish County Boundary Line Adjustment No. 18-122346-BLA, recorded under Recording No. 201810090416, records of Snohomish County, Washington).

Situate in the County of Snohomish, State of Washington.



## 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.

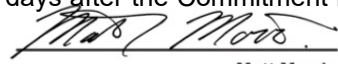
Countersigned by:



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.

*This page is only a part of a 2016 ALTA<sup>®</sup> 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.*

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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<sup>®</sup> 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: 808272RT**

Property Address: VACANT LAND, Arlington, WA 98223

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](mailto:thetitleteam@rainiertitle.com)

## SCHEDULE A

1. Commitment Date: June 9, 2022
2. Policy or Policies to be issued:

ALTA Standard Coverage Owner's Policy (06/2006) Rate: ST - Owners Standard Discount: None	Amount: Premium: Sales Tax:	\$10,000.00 \$294.00 \$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:  
A and M Family Farms LLC, a Washington limited liability company, as to Parcel A; and

Kraetz Farms LLC, a Washington limited liability company, as to Parcel B; and

The Heirs and/or Devisees of Bonnie Mae Peck and Virginia Ann Weston, both deceased and Rudie A. Thomsen, each as to an undivided 1/3 interest in Parcel A and a portion of Parcel B.

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<sup>®</sup> 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.: 808272RT

### EXHIBIT 'A'

Parcel A:

A portion of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the section corner common to Sections 2, 3, 10, and 11,  
Thence South 02°38' West between the section line between Sections 10 and 11 for 1426.4 feet;  
Thence North 88°47'20" West 1224.3 feet;  
Thence South 02°24' West 732 feet;  
Thence North 89°20'50" West 195.05 feet, more or less, to the center of the creek;  
Thence down the creek center with approximate bearings and distances of North 59°35'50" West 109.66 feet;  
Thence North 35°50'50" West 457.46 feet;  
Thence North 08°55'50" West 103.76 feet;  
Thence North 32°25'50" West 218.50 feet;  
Thence North 83°40'50" West 223.35 feet;  
Thence North 73°35'50" West 162.02 feet;  
Thence North 55°05'50" West 63.78 feet;  
Thence away from creek center at North 02°11' East 51.24 feet to the North line of the Southwest quarter of the Northeast quarter;  
Thence South 88°47'00" East 1021.4 feet;  
Thence North 02°24' East 1316.4 feet, more or less, to the North line of the Northeast quarter;  
Thence South 88°13'50" East 1358.2 feet to the point of beginning;

EXCEPT any portion thereof conveyed to the State of Washington for highway;

Less the following described tract:

Commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington;  
Thence South 87°06'56" East a distance of 337.25 feet to the true point of beginning;  
Thence South 03°52'29" West a distance of 58.42 feet;  
Thence South 60°30'45" East a distance of 47.04 feet;  
Thence South 64°53'15" East a distance of 81.88 feet;  
Thence South 74°09'51" East a distance of 117.47 feet;  
Thence South 82°24'59" East a distance of 79.67 feet;  
Thence South 88°97'54" East a distance of 88.27 feet;  
Thence South 51°44'42" East a distance of 51.98 feet;  
Thence South 36°54'30" East a distance of 92.74 feet;  
Thence South 29°45'17" East a distance of 80.73 feet;  
Thence South 81°04'35" East a distance of 83.66 feet;  
Thence North 56°46'09" East a distance of 103.13 feet to the beginning of a curve to the right having a radius of 30.00 feet;  
Thence along said curve through a central angle of 06°35'31" a distance of 3.45 feet;  
Thence North 63°21'39" East a distance of 83.00 feet to the beginning of a curve to the right having a radius of 130.00 feet;  
Thence along said curve through a central angle of 00°52'49" a distance of 2.00 feet;

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

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Thence North 64°14'28" East a distance of 143.80 feet to the beginning of a curve to the left having a radius of 130.00 feet;  
Thence along said curve through a central angle of 21°51'48" a distance of 49.61 feet;  
Thence North 42°22'40" East a distance of 68.93 feet;  
Thence North 42°25'27" East a distance of 57.75 feet to the beginning of a curve to the left having a radius of 40.00 feet;  
Thence along said curve through a central angle of 37°14'57" a distance of 26.00 feet;  
Thence North 05°10'30" East a distance of 85.73 feet;  
Thence North 87°10'38" West a distance of 33.47 feet to the east line of the Northwest quarter of the Northeast quarter of Section 10;  
Thence South 03°51'19" West a distance of 89.19 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 10;  
Thence South 87°06'56" East a distance of 1021.01 feet to the point of beginning;

(Also known Parcel A, Snohomish County Boundary Line Adjustment No. 18-122346-BLA, recorded under Recording No. 201810090416, records of Snohomish County, Washington).

Parcel B:

The Northwest quarter of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County Washington, together with the following described tract:

Commencing at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington;

Thence South 87°06'56" East a distance of 337.25 feet to the true point of beginning;  
Thence South 03°52'29" West a distance of 58.42 feet;  
Thence South 60°30'45" East a distance of 47.04 feet;  
Thence South 64°53'15" East a distance of 81.88 feet;  
Thence South 74°09'51" East a distance of 117.47 feet;  
Thence South 82°24'59" East a distance of 79.67 feet;  
Thence South 88°97'54" East a distance of 88.27 feet;  
Thence South 51°44'42" East a distance of 51.98 feet;  
Thence South 36°54'30" East a distance of 92.74 feet;  
Thence South 29°45'17" East a distance of 80.73 feet;  
Thence South 81°04'35" East a distance of 83.66 feet;  
Thence North 56°46'09" East a distance of 103.13 feet to the beginning of a curve to the right having a radius of 30.00 feet;  
Thence along said curve through a central angle of 06°35'31" a distance of 3.45 feet;  
Thence North 63°21'39" East a distance of 83.00 feet to the beginning of a curve to the right having a radius of 130.00 feet;  
Thence along said curve through a central angle of 00°52'49" a distance of 2.00 feet;  
Thence North 64°14'28" East a distance of 143.80 feet to the beginning of a curve to the left having a radius of 130.00 feet;  
Thence along said curve through a central angle of 21°51'48" a distance of 49.61 feet;  
Thence North 42°22'40" East a distance of 68.93 feet;  
Thence North 42°25'27" East a distance of 57.75 feet to the beginning of a curve to the left having a radius of 40.00 feet;  
Thence along said curve through a central angle of 37°14'57" a distance of 26.00 feet;  
Thence North 05°10'30" East a distance of 85.73 feet;  
Thence North 87°10'38" West a distance of 33.47 feet to the east line of the Northwest quarter of the Northeast quarter of Section 10;  
Thence South 03°51'19" West a distance of 89.19 feet to the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 10;  
Thence South 87°06'56" East a distance of 1021.01 feet to the point of beginning;

(Also known Parcel B, Snohomish County Boundary Line Adjustment No. 18-122346-BLA, recorded under Recording No. 201810090416, records of Snohomish County, Washington).

Situate in the County of Snohomish, State of Washington.

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





# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

File No.: 808272RT

## 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<sup>®</sup> 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.: 808272RT

### 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<sup>®</sup> Commitment for Title Insurance (8/1/16)  
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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.: 808272RT

### 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<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.GU.1002*

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Page 9 of 18





**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808272RT**

**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<sup>®</sup> 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: \$764.09  
Amount paid: \$382.04  
Amount unpaid: \$382.05  
Tax Account No.: 31-0510-001-004-00

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$314,600.00  
Assessed value of improvements: \$0.00

Affects: Parcel A and ptn of Parcel B

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:  
A and M Family Farms LLC  
22002 59th Ave NE  
Arlington, WA 98223

4. General taxes and charges for the year 2022, which have been paid.

Amount: \$569.28  
Tax Account No.: 31-0510-001-001-00

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$240,000.00  
Assessed value of improvements: \$0.00

Affects: Portion of Parcel B

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:  
Kraetz Farms LLC  
6510 210th St NE  
Arlington, WA 98223

5. The lands described herein have been classified as farm and agricultural, disclosed by Notice recorded under Recording No. [2331856](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

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

Affects: Parcel B and other property

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

6. The lands described herein have been classified as farm and agricultural, disclosed by Notice recorded under Recording No. [7704140290](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

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

Affects: Parcel B and other property

7. The lands described herein have been classified as farm and agricultural, disclosed by Notice recorded under Recording No. [8302140352](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

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

Affects: Parcel B and other property

8. 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.
9. We are informed that A and M Family Farms LLC, is a limited liability company (LLC). A copy of the duplicate original of the filed LLC Certificate of Formation, the LLC agreement and all subsequent modifications or amendments must be submitted to the Company for review.
10. Any conveyance or mortgage by A and M Family Farms LLC, a limited liability company (LLC), must be executed by all the members, or evidence submitted that certain designated members or managers have been authorized to act for the limited liability company.
11. We are informed that Kraetz Farms LLC, is a limited liability company (LLC). A copy of the duplicate original of the filed LLC Certificate of Formation, the LLC agreement and all subsequent modifications or amendments must be submitted to the Company for review.
12. Any conveyance or mortgage by Kraetz Farms LLC, a limited liability company (LLC), must be executed by all the members, or evidence submitted that certain designated members or managers have been authorized to act for the limited liability company.
13. A search of the public record did not disclose any open Mortgages or Deeds of Trust for the property herein described. The Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements and/or to add additional items or exceptions upon receipt of the requested evidence.
14. We find no pertinent matters of record against the name(s) of the vested owners.

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

15. The following conveyances were recorded within the last 36 months:

Statutory Warranty Deed recorded under Recording No. [202101150296](#) (Parcel A)

NOTE: The Recording No. of the Deed under which title is held is: [201603010406](#) (Parcel B); [7904300178](#), [7904300179](#), [7904300180](#) (Undivided interest in Parcel A and a ptn of Parcel B); [201812060126](#) (Ptn Parcel B); [202101150296](#) (Parcel A)

16. 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.

17. 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.

18. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

19. Easement and the terms and conditions thereof:

Grantee: Puget Sound Telephone Company  
Purpose: Right of way for erecting and maintaining poles with necessary wires  
Area affected: a portion of said premise and other property  
Recorded: September 15, 1926  
Recording No.: [387907](#)

The description contained therein is not sufficient to determine said easement's exact location within the property herein described.

20. Relinquishment of all easements existing, future or potential, for access, light, view and air, and all rights of ingress, egress and regress to, from and between the land and the highway or highways to be constructed on land conveyed by deed:

To: State of Washington  
Recorded: December 15, 1953  
Recording No.: [1082109](#)

Affects: Parcel A and other property

21. Relinquishment of all easements existing, future or potential, for access, light, view and air, and all rights of ingress, egress and regress to, from and between the land and the highway or highways to be constructed on land conveyed by deed:

To: State of Washington  
Recorded: February 6, 1967  
Recording No.: [1930741](#)

Affects: Parcel A and other property

22. Common Boundary Line Agreement and the terms and conditions thereof:

Recorded: April 25, 2005  
Recording No.: [200504250800](#)

Affects: Portion of Parcel A and other property

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Form: C.G.U.1002*

23. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the survey recorded under Recording No. [200504255260](#).
24. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the boundary line adjustment recorded under Recording No. [201810090416](#).
25. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of unnamed creek.
26. Rights of State of Washington to that portion of the land, if any, lying in the bed of unnamed creek, if that waterway is navigable.
27. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of unnamed creek.
28. Rights and easements of the public for commerce, navigation, recreation and fisheries.
29. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

### End of Special Exceptions

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Form: C.G.U.1002*





**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II CONTINUED**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808272RT**

**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/Stewart Title Guaranty 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: Ptns of the NEQ 10-31-05, Snohomish County, aka Parcel A and B, Snohomish County BLAN 201810090416
- E. Property Address VACANT LAND, Arlington, WA 98223
- 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](mailto: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.

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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.

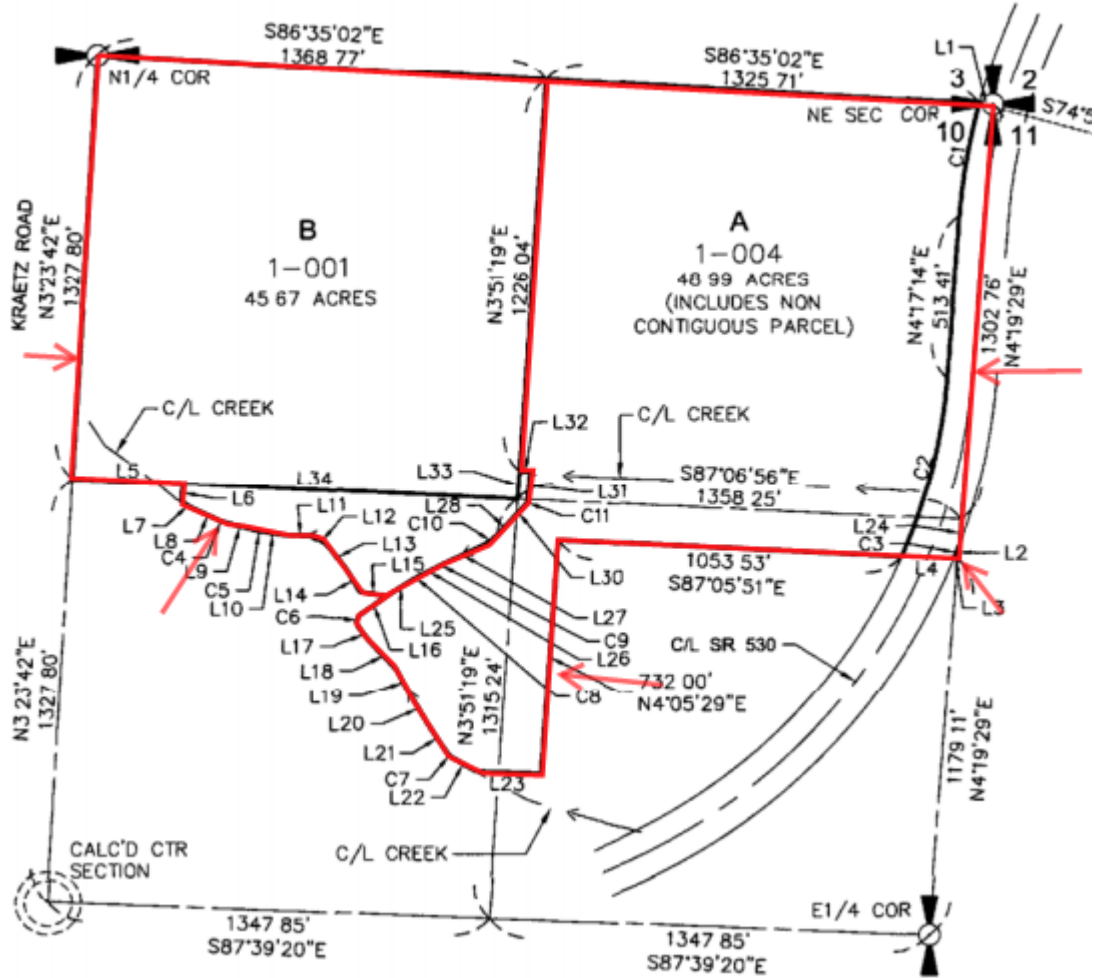
Deeds: \$203.50 for the first page and \$1.00 for each additional page.

**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 nota 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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# 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.

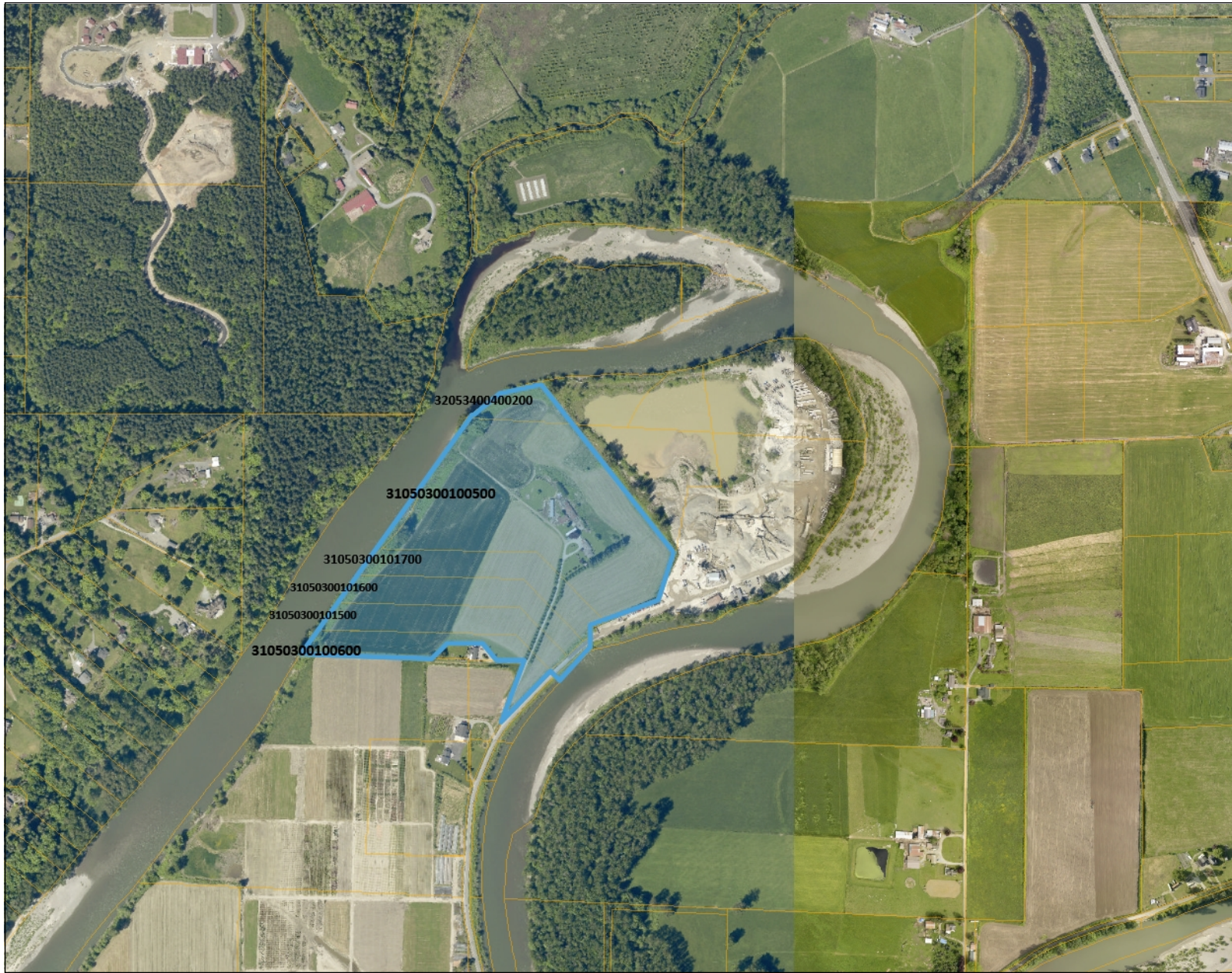
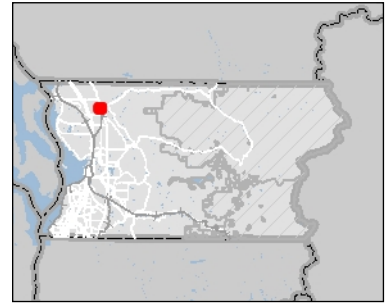
Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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



**Legend**

Snohomish County Tax Parcels

1: 10,000



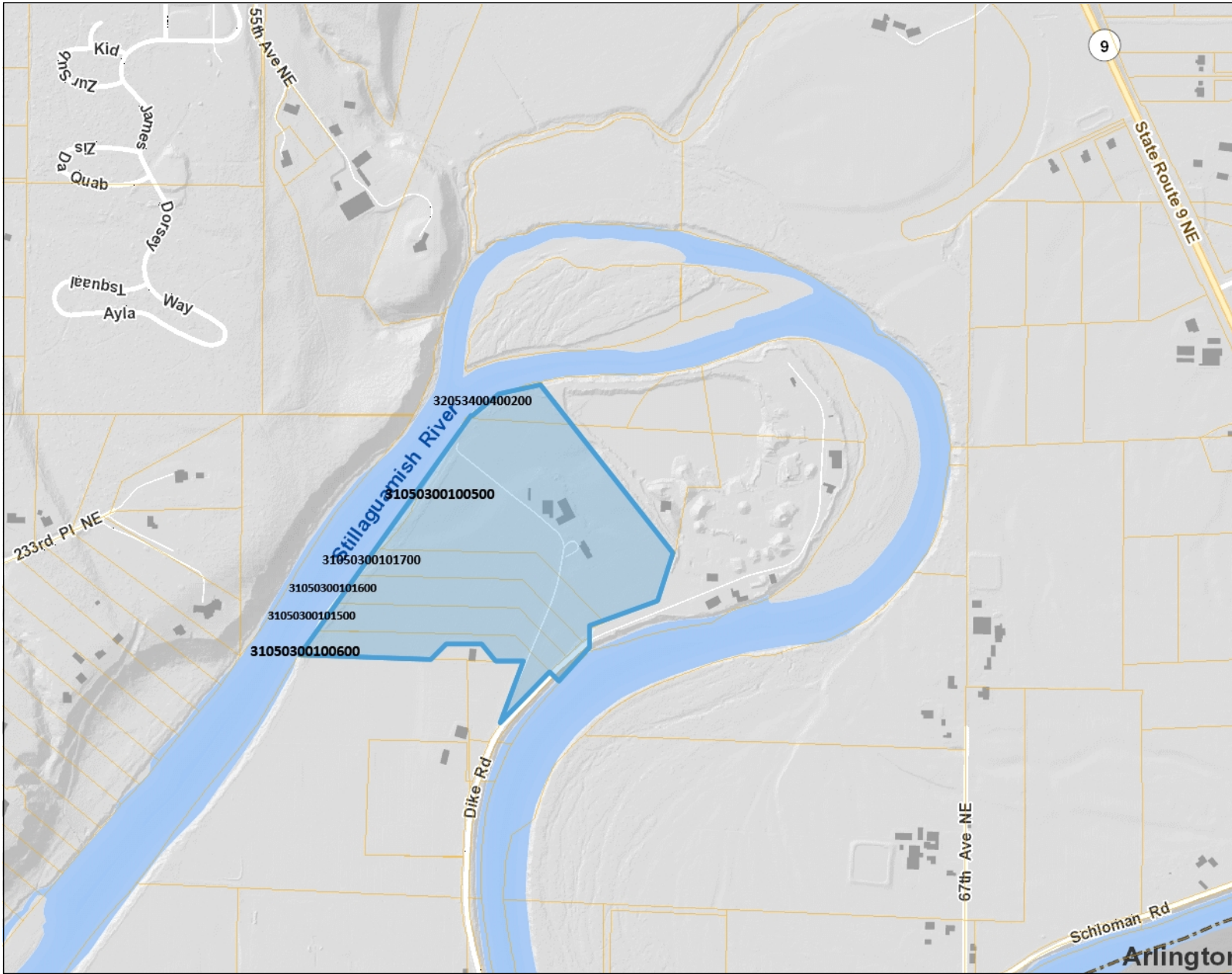
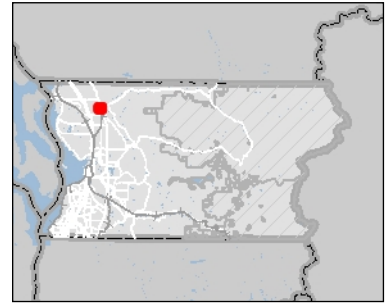
1,666.7      0      833.33      1,666.7 Feet

Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
 Planning and Development Services, Snohomish County

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.

**Notes**

This map was automatically generated using Geocortex Essentials.



**Legend**

□ Snohomish County Tax Parcels

1: 10,000



1,666.7      0      833.33      1,666.7 Feet

Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
Planning and Development Services, Snohomish County

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**Notes**

This map was automatically generated using Geocortex Essentials.

Landowner Information:

Landowner Name:

Representative:

**Brian Foster**

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- 1) **Brian Foster** is (or will be at the time of sale) the legal owner of the property described in the grant application being submitted for Snohomish County Conservation Futures.
- 2) I am aware that the project being proposed by **Forterra NW** in the **Snohomish County Conservation Futures** grant application is on my property.
- 3) If a grant is successfully awarded, I will be contacted by **Forterra NW** and asked to engage in negotiations.
- 4) My signature here does not bind me to any contractual obligations and does not represent authorization of project implementation.

*Brian Foster*

**Brian Foster**

*6-14-2022*

Date

File No. 808270RT

**Exhibit A – Legal Description**

PARCEL A:

Lot A, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

PARCEL B:

Lot C, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

PARCEL C:

Lot D, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

PARCEL D:

Lot E, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

PARCEL E:

That portion of Lot B, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, lying in Section 3, Township 31 North, Range 5 East, W.M., records of Snohomish County, Washington,

PARCEL F:

That portion of Lot B, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, lying in Section 34, Township 32 North, Range 5 East, W.M., records of Snohomish County, Washington,

Situate in the County of Snohomish, State of Washington.





## 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.

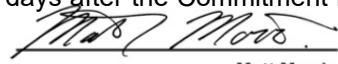
Countersigned by:



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<sup>®</sup> 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: 808270RT**

Property Address: VACANT LAND, Arlington, WA 98223

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](mailto:thetitleteam@rainiertitle.com)

## SCHEDULE A

1. Commitment Date: June 9, 2022
2. Policy or Policies to be issued:

ALTA Standard Coverage Owner's Policy (06/2006) Rate: ST - Owners Standard Discount: None	Amount: Premium: Sales Tax:	\$10,000.00 \$294.00 \$29.11
--	-----------------------------------	------------------------------------

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

ALTA Extended Coverage Loan Policy (06/2006) Rate: ST - Commercial Simultaneous Standard Lenders with Standard Owners Discount: None	Amount: Premium: Sales Tax:	\$10,000.00 \$350.00 \$34.65
--	-----------------------------------	------------------------------------

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

3. The estate or interest in the Land described or referred to in this Commitment is:  
FEE SIMPLE
4. Title to the estate or interest in the Land is at the Commitment Date vested in:  
The Heirs and Devisees of Betty A. Foster, deceased, as to Parcel Nos. A, B, C and D; Brian J. Foster and Connie K. Foster, husband and wife, as to Parcel Nos. E and F
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<sup>®</sup> 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.: 808270RT**

### EXHIBIT 'A'

#### PARCEL A:

Lot A, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

#### PARCEL B:

Lot C, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

#### PARCEL C:

Lot D, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

#### PARCEL D:

Lot E, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, records of Snohomish County, Washington;

#### PARCEL E:

That portion of Lot B, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, lying in Section 3, Township 31 North, Range 5 East, W.M., records of Snohomish County, Washington,

#### PARCEL F:

That portion of Lot B, Snohomish County Boundary Line Adjustment No. 07-100573, recorded under Recording No. 200702270922 and Survey Map Recording No. 200702275199, lying in Section 34, Township 32 North, Range 5 East, W.M., records of Snohomish County, Washington,

Situate in the County of Snohomish, State of Washington.

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*Exhibit A – ALTA<sup>®</sup> 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.: 808270RT

## 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<sup>®</sup> Commitment for Title Insurance (8/1/16)  
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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.: 808270RT

### 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<sup>®</sup> 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.: 808270RT

### 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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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808270RT**

**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<sup>®</sup> 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: \$106.33  
Amount paid: \$53.16  
Amount unpaid: \$53.17  
Tax Account No.: 31-0503-001-006-00

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$150,800.00  
Assessed value of improvements: \$0.00

Affects: PARCEL A

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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

Year: 2022  
Amount billed: \$101.66  
Amount paid: \$50.83  
Amount unpaid: \$50.83  
Tax Account No.: 31-0503-001-015-00

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$149,600.00  
Assessed value of improvements: \$0.00

Affects: PARCEL B

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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



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

Year: 2022  
Amount billed: \$102.60  
Amount paid: \$51.30  
Amount unpaid: \$51.30  
Tax Account No.: 31-0503-001-016-00

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$150,000.00  
Assessed value of improvements: \$0.00  
Affects: PARCEL C

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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

Year: 2022  
Amount billed: \$79.10  
Amount paid: \$39.55  
Amount unpaid: \$39.55  
Tax Account No.: 31-0503-001-0017-00

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$150,000.00  
Assessed value of improvements: \$0.00  
Affects: PARCEL D

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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



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

Year: 2022  
Amount billed: \$2,178.92  
Amount paid: \$1,089.46  
Amount unpaid: \$1,089.46  
Tax Account No.: 31-0503-001-005-00

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$285,000.00  
Assessed value of improvements: \$198,800.00  
Affects: PARCEL E

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

Brian J. Foster and Connie K. Foster  
23324 Dike Road  
Arlington, WA 98223-8231

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

Year: 2022  
Amount billed: \$0.00  
Amount paid: \$0.00  
Amount unpaid: \$0.00  
Tax Account No.: 31-0503-001-005-02

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$0.00  
Assessed value of improvements: \$0.00  
Affects: PARCEL E (Mobile Home Only)

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

Brian Foster  
23324 Dike Road  
Arlington, WA 98223-8231

9. The Snohomish County Tax Roll discloses that a mobile home is situate on the land herein described and may be taxed under personal property taxes. Inquiry must be made for correct payment amount and procedure.

Phone No.: 425-388-3307  
Affects: PARCEL E

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



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

Year: 2022  
Amount billed: \$60.27  
Amount paid: \$30.13  
Amount unpaid: \$30.14  
Tax Account No.: 32-0534-004-002-00

Levy code: 801137  
Use Code: 830  
Assessed value of land: \$8,000.00  
Assessed value  
of improvements: \$0.00  
Affects: PARCEL F

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

Betty A. Foster (Taxpayer)  
5818 SR 530 NE  
Arlington, WA 98223

Brian J. Foster and Connie K. Foster (Owner)  
23324 Dike Road  
Arlington, WA 98223-8231

11. The lands described herein have been classified as Open Space Farm & Agriculture, disclosed by Notice recorded under Recording No. [201003150266](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

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

Affects: PARCELS A, B, C, D, E and F

12. The matters relating to the questions of survey, rights of parties in possession, and unrecorded liens for labor and material have been cleared for the loan policy which, when issued, will contain the ALTA 9-06 Endorsement.
13. The legal description submitted has been modified to comply with the public records and to reflect the parties presumed intent. Closing instructions must indicate that the legal description has been reviewed and approved by all parties to this transaction.
14. The policy requested in the application for insurance is ALTA Homeowner's Policy of Title Insurance for a One-to-Four Family Residence. Said policy is not available for this property because it is 6 Parcels of Vacant Farm Land, one Parcel with un-eliminated Mobile Home. The ALTA Owner's Policy as identified in Schedule A hereof will be issued.

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

15. If a mobile home is located on this property, it will be excepted from the legal description and not insured by the policy unless the Certificate of Title is eliminated and the mobile home is converted to real property as required by Chapter 65.20 of the Revised Code of Washington, effective March 1, 1990.

To eliminate the Certificate of Title, a "Manufactured Home Application – Title Elimination" form should be obtained from the Department of Licensing. The application must be signed by the registered and legal owners of the mobile home, the owner of the land (usually the same as the registered owner), and the city or county building permit office; approved by the Department of Licensing; and recorded. All taxes must be paid and proof of payment must be given to the department.

Fees: The State of Washington Department of Licensing charges fees for processing a "Manufactured Home Application – Title Elimination" and for processing a change of ownership for a mobile home. The Department of Planning and Development Services (PDS) also charges a fee to approve any request for title elimination. Additional fees may apply. Please call your title company recorder for information regarding such additional fees.

Affects: PARCEL E

16. Unrecorded leaseholds, if any; rights of vendors and holders of security interest on personal property installed upon the land; and rights of tenants to remove trade fixtures at the expiration of the term.

PLEASE FULLY COMPLETE AND RETURN THE ATTACHED AFFIDAVIT TO THE COMPANY FOR REVIEW PRIOR TO CLOSING.

17. A search of the public record did not disclose any open Mortgages or Deeds of Trust for the property herein described. The Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements and/or to add additional items or exceptions upon receipt of the requested evidence.
18. Pending probate proceedings under a non-intervention will. The Personal Representative is authorized to administer the estate without intervention of court and to transfer or encumber decedent's interest in the land.

Decedent: Betty A. Foster  
Will admitted: May 11, 2018  
Personal Representative: Brian J. Foster  
Probate Case No.: 18-4-00871-4  
Attorney for the Estate: Steven James Peiffle

Note: Please submit a certified copy of the Letters Testamentary, or in the case of intestate administration, a certified copy of the Letters of Administration, showing that the grantor is the court appointed Executor/Executrix or Administrator with the Recording Package.

19. Memorandum of Agreement and the terms and conditions thereof:

Recorded: January 13, 1997  
Recording No.: [9701130158](#)  
Regarding: Option to Purchase  
Affects: Parcel A

20. We find no pertinent matters of record against the name(s) of Brian J. Foster and Connie K. Foster, two of the vested owners.

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

21. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the Deed under which title is held is: [201007140133](#), as to Parcel Nos. A, B, C and D; Recording Nos. [200912310654](#) and [201001060469](#), as to Parcel Nos. E and F.

22. 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.
23. 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.

24. 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.
25. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
26. The name of the proposed insured lender was not furnished in the application for title insurance.

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

27. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
28. Easement and the terms and conditions thereof:  
Grantee: Snohomish County  
Purpose: Construction, maintenance and operations regarding revetment  
Area affected: a portion of said premises  
Recorded: January 26, 1939  
Recording No.: [641275](#)

29. Easement and the terms and conditions thereof:  
Grantee: Puget Sound Power & Light Company  
Purpose: Electric transmission and/or distribution line(s)  
Area affected: a portion of said premises  
Recorded: March 25, 1946  
Recording No.: [807018](#)

30. Easement and the terms and conditions thereof:  
Grantee: Snohomish County  
Purpose: Emergency flood control project with right to enter  
Area affected: a portion of said premises  
Recorded: October 15, 1948  
Recording No.: [895096](#)

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Form: C.G.U.1002*

31. Easement and the terms and conditions thereof:  
 Grantee: Snohomish County  
 Purpose: Bank protection and/or flood control works  
 Area affected: a portion of said premises  
 Recorded: June 31, 1953  
 Recording No.: [1066127](#)
32. Easement and the terms and conditions thereof:  
 Grantee: State of Washington Department of Game  
 Purpose: Repair and maintain any fences in the prescribed area that are damaged or broken by fishermen utilizing the area. To permit and allow free and unrestricted passage over and use of stream bank by sports fisherman  
 Area affected: a portion of said premises  
 Recorded: May 11, 1954  
 Recording No.: [1097232](#)
33. Easement and the terms and conditions thereof:  
 Grantee: Public Utility District No. 1 of Snohomish County  
 Purpose: Electric transmission and/or distribution line(s)  
 Area affected: a portion of said premises  
 Recorded: February 23, 1973  
 Recording No.: [2283067](#)
34. Easement and the terms and conditions thereof:  
 Grantee: City of Marysville  
 Purpose: Water pipeline or lines with appurtenances  
 Area affected: a portion of said premises  
 Recorded: February 2, 1978  
 Recording No.: [7802020220](#)  
 Affects: Parcel A
35. Easement and the terms and conditions thereof:  
 Grantee: Public Utility District No. 1 of Snohomish County  
 Purpose: Electric transmission and/or distribution line(s)  
 Area affected: a portion of said premises  
 Recorded: September 17, 1979  
 Recording No.: [7909170253](#)
36. Easement and the terms and conditions thereof:  
 Grantee: Present and future owners  
 Purpose: Ingress, egress and utilities  
 Area affected: a portion of Parcels E and F  
 Recorded: November 21, 2001  
 Recording No.: [200111210003](#)
37. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the Boundary Line Adjustment recorded under Recording No. [200702270922](#);  
 Boundary Line Adjustment Survey Map recorded under Recording No. [200702275199](#).

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 Form: C.G.U.1002*



38. Easement Agreement and the terms and conditions thereof:  
Recorded: February 10, 2011  
Recording No.: [201102100272](#)  
Regarding: Confirming easement and providing maintenance of roadway
39. Right of the State of Washington in and to that portion, if any, of the land herein described which lies below the line of ordinary high water of the Stillaguamish River.
40. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of the Stillaguamish River.
41. Any restrictions on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.
42. Rights and easements of the public for commerce, navigation, recreation and fisheries.
43. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

### End of Special Exceptions

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Form: C.G.U.1002*



**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II CONTINUED**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808270RT**

**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/Stewart Title Guaranty 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: Ptns Gov't Lots 2 & 7 in STR 3-31-5E, W.M., and Ptn SE1/4,in STR 34-32-5E, W.M. all in Snohomish County, (aka Parcels A, B, C, D, E & F, Snohomish County BLA, Rec. No. 200702270922, BLA Survey Rec. No. 200702275199)
- E. Property Address VACANT LAND, Arlington, WA 98223
- F. VACANT LAND, Arlington, WA 98223
- G. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection.
- H. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically. Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing [thetitleteam@rainiertitle.com](mailto:thetitleteam@rainiertitle.com). A hard copy version may be issued upon request.
- I. Notice: Please be aware that due to the conflict between federal and state laws concerning cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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

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**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.**

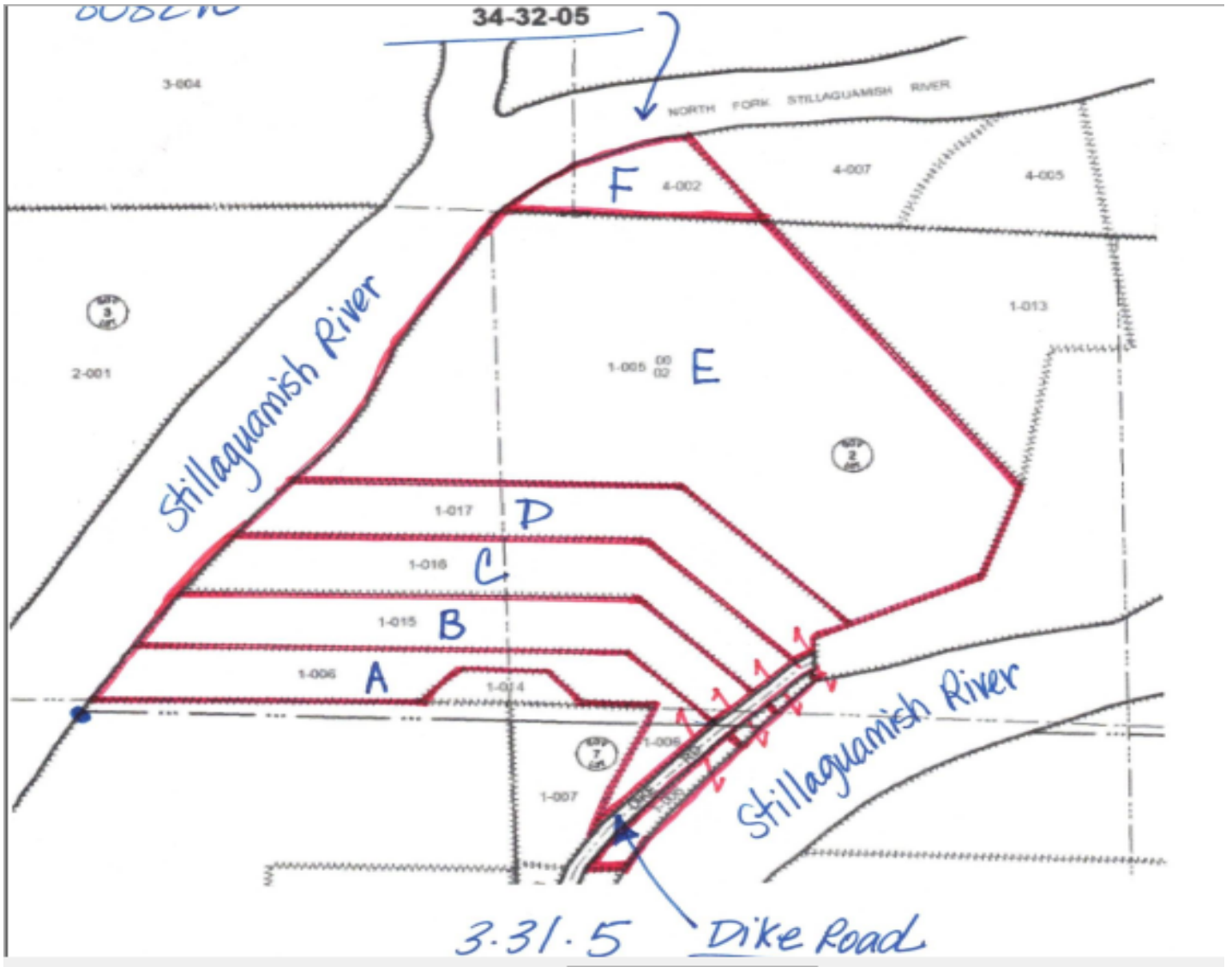
This sketch is provided without charge, for your information. It is not intended to show all matters related to the property including, but not limited to: area, dimensions, easements, encroachments or location of boundaries. It is nota part of, nor does it modify, the commitment/policy to which it is 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: 808270RT



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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.

<b>Reasons we can share your personal information.</b>	<b>Do we share</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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

SELLER’S AFFIDAVIT

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

I, \_\_\_\_\_, being duly sworn under oath hereby depose and say as follows:

1. I am the seller (Seller) of an interest in real property (Property) described as the insured land under title insurance commitment no. 808270RT (Commitment) issued by or on behalf of Rainier Title (Title Company). Furthermore, I have personal knowledge of the facts asserted herein, or I have acquired such knowledge by due and diligent investigation of all relevant records and inquiry of persons who I deem reliable who have such personal knowledge.

2. **There are no leases**, tenancies, options or rights of first refusal to purchase the Property, or any part thereof or interest therein that are not now shown on the Commitment, **except:**

**(please attach leases, if any)**

If none, please initial here: \_\_\_\_\_

3. There are no leases, tenancies or other parties holding a right of use or possession affecting the Property that are not now shown on the Commitment, except:

If none, please initial here: \_\_\_\_\_

4. There are no options or rights of first refusal to purchase the Property, or any part thereof or interest therein that are not now shown on the Commitment, except:

If none, please initial here: \_\_\_\_\_

5. There are no unrecorded easements, contracts, deeds, mortgages or security interests affecting the Property, or any part thereof or interest therein, that are not now shown on the Commitment, except:

If none, please initial here: \_\_\_\_\_

6. There are no recently executed deeds, contracts, leases, easements, mortgages or other security interests affecting the Property, or any part thereof or interest therein, whether or not recorded, that are not now shown on the Commitment, except:

If none, please initial here: \_\_\_\_\_

7. Other than items to be paid at the closing, there are no taxes or assessments which are due or about to become due, or which have attached, or about to become attached, as a lien affecting the Property, that are not now shown on the Commitment, except:

If none, please initial here: \_\_\_\_\_

8. All service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities which are due or which accrue before the day of closing of the sale will be paid by Seller directly, either at the closing or upon subsequent notification by the purchaser.

9. No labor or materials have been furnished to the Property for improvements within the last 120 days, nor have any contracts been entered into for such improvements, except:

If none, please initial here: \_\_\_\_\_

10. There are no Judgments against the Seller that could claim any lien upon the Property, or legal actions now proceeding in which the Seller is a party in any State or Federal Court that could affect any interest in the Property, or claim any objection to the proposed sale of the Property, that are not now shown on the Commitment, except:

If none, please initial here: \_\_\_\_\_

11. There are no actions for bankruptcy, receivership or insolvency pending in any State or Federal Court affecting the Seller.

I make this affidavit under penalties of perjury and for the purpose of inducing the Title Company to issue a title insurance policy on the day of closing in conformance with the Commitment, free and clear of exceptions for unrecorded mechanic's lien claims. The Seller agrees to hold the Title Company harmless from loss or claims based on title insurance policies issued in reliance upon this affidavit and arising from inaccuracy in these assurances.

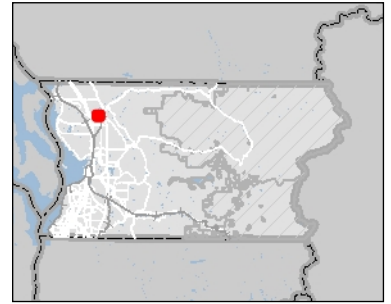
Dated: \_\_\_\_\_

\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

[Print or type name]  
Notary Public in and for the State of  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_



**Legend**

Snohomish County Tax Parcels

1: 10,000



1,666.7      0      833.33      1,666.7 Feet

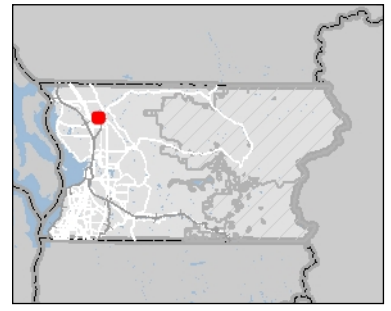
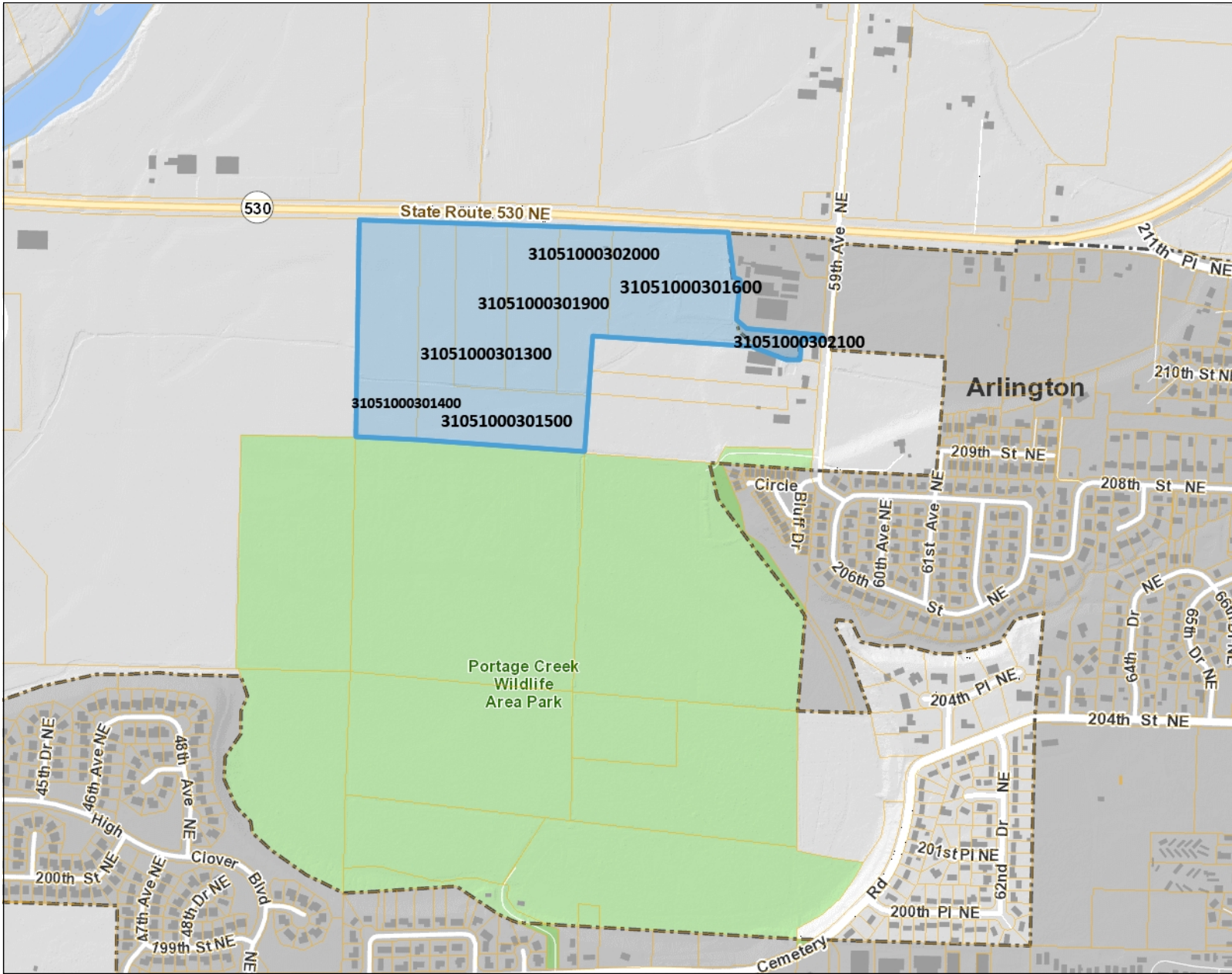
Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
 Planning and Development Services, Snohomish County

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.

**Notes**

This map was automatically generated using Geocortex Essentials.





**Legend**

□ Snohomish County Tax Parcels

1: 10,000



1,666.7 0 833.33 1,666.7 Feet

Projection: NAD\_1983\_StatePlane\_Washington\_North\_FIPS\_4601\_Feet  
Planning and Development Services, Snohomish County

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.

**Notes**

This map was automatically generated using Geocortex Essentials.

Landowner Information:

Landowner Name:

Representative:

**Brian Foster**

---

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- 1) **Brian Foster** is (or will be at the time of sale) the legal owner of the property described in the grant application being submitted for Snohomish County Conservation Futures.
- 2) I am aware that the project being proposed by **Forterra NW** in the **Snohomish County Conservation Futures** grant application is on my property.
- 3) If a grant is successfully awarded, I will be contacted by **Forterra NW** and asked to engage in negotiations.
- 4) My signature here does not bind me to any contractual obligations and does not represent authorization of project implementation.

*Brian Foster*

**Brian Foster**

*6-14-2022*

Date

AFTER RECORDING, RETURN TO:

132375

BAILEY, DUSKIN, PEIFFLE & CANFIELD, P.S.  
P. O. Box 188  
Arlington, WA 98223

File No. 8076



200911090512 2 PGS  
11/09/2009 2:25pm \$63.00  
SNOHOMISH COUNTY, WASHINGTON

No. 5378872 11/9/2009 1:16 PM  
Thank you for your payment.  
PAT

PERSONAL REPRESENTATIVE'S DEED  
(BARGAIN AND SALE)

TAX PARCEL: PTN 310510 003 017 00

LEGAL (abbrev.): SW 1/4 SEC 10, T 31 N R 5 E WM

The undersigned Personal Representative of the Estate of Laurin Foster, for and in consideration of the distribution of said estate, bargains, sells and conveys to **BETTY A. FOSTER**, individually, the following-described real estate, situate in the County of Snohomish, State of Washington:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND  
INCORPORATED HEREIN BY REFERENCE.

DATED this 23 day of October, 2009.

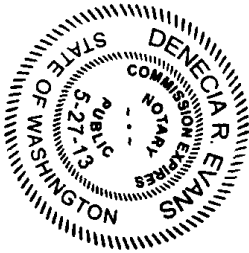
ESTATE OF LAURIN FOSTER

By Betty A Foster  
Betty A. Foster, Personal Representative

STATE OF WASHINGTON )  
 ) : ss  
COUNTY OF SNOHOMISH )

On this day personally appeared before me Betty A. Foster, known to me to be the individual described herein and who executed the within and foregoing instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it as the personal representative of the Estate of Laurin Foster, to be the free and voluntary act of such party for the uses and purposed mentioned in the instrument.

Given under my hand and seal this 23rd day of October, 2009.



Deneacia R. Evans  
Notary Public in and for the State of  
Washington, residing at Arlington  
My commission expires: 5/27/2013  
Name: Deneacia R. Evans

FARM TRACT DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;  
 THENCE NORTH 04°47'18" EAST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 80.00 FEET;  
 THENCE NORTH 86°06'17" WEST, PARALLEL WITH THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 30.00 FEET TO WEST RIGHT OF WAY LINE OF 59TH AVE NE AND THE TRUE POINT OF BEGINNING;  
 THENCE CONTINUE NORTH 86°06'17" WEST A DISTANCE OF 412.61 FEET;  
 THENCE NORTH 47°30'35" WEST A DISTANCE OF 93.60 FEET;  
 THENCE SOUTH 06°09'10" EAST A DISTANCE OF 60.54 FEET;  
 THENCE SOUTH 47°30'35" EAST A DISTANCE OF 126.28 FEET TO THE SOUTH LINE OF SAID NORTH HALF;  
 THENCE SOUTH 45°01'47" EAST, ALONG A DITCH, A DISTANCE OF 25.49 FEET;  
 THENCE SOUTH 70°16'13" EAST, ALONG A DITCH, A DISTANCE OF 165.54 FEET;  
 THENCE SOUTH 80°45'39" EAST, ALONG A DITCH, A DISTANCE OF 76.05 FEET;  
 THENCE NORTH 04°47'18" EAST, PARALLEL WITH THE EAST LINE OF SAID NORTH HALF, A DISTANCE OF 129.01 FEET TO A POINT WHICH IS 60.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID NORTH HALF;  
 THENCE SOUTH 86°06'17" EAST, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 120.00 FEET TO SAID WEST RIGHT OF WAY LINE;  
 THENCE NORTH 04°47'18" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINS 0.92 ACRE, MORE OR LESS.



18.88

414651

AFTER RECORDING, RETURN TO:

BAILEY, DUSKIN, PEIFFLE & CANFIELD, P.S.  
P. O. Box 188  
Arlington, WA 98223

File No. 8076



201007140130 3 PGS  
07/14/2010 10:56am \$64.00  
SNOHOMISH COUNTY, WASHINGTON

No. 5659412 7/12/2010 16:16 AM  
Thank you for your payment.  
PAT

PERSONAL REPRESENTATIVE'S DEED

(BARGAIN AND SALE)

Tax parcel no.: 31051000301600, 31051000302000, 31051000301900, 31051000301300,  
31051000301500 and 31051000301400

Abbrev. Legal: Portion of the NW Qtr of SW Qtr of Section 10, Township 31 N, Range 5 E,  
W.M. and Portion of the NE Qtr of the SW Qtr of Section 10, Township 31  
North, Range 5 E, W.M.

Betty A. Foster, the undersigned personal representative of the estate of Laurin Foster,  
for and in consideration of the distribution of said estate, bargains, sells and conveys to Betty A.  
Foster, as her separate estate, the following-described real estate, situate in the County of  
Snohomish, State of Washington:

See Exhibit "A" attached hereto and incorporated herein by  
reference.

DATED this 23 day of June, 2010.

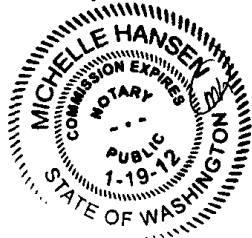
ESTATE OF LAURIN FOSTER

By: Betty A Foster  
Betty A. Foster, Personal Representative

STATE OF WASHINGTON )  
  : ss  
COUNTY OF SNOHOMISH )

On this day personally appeared before me Betty A. Foster, known to me to be the  
individual described herein and who executed the within and foregoing instrument, and on oath  
stated that she was authorized to execute the instrument and acknowledged it as the Personal  
Representative of the Estate of Laurin Foster to be the free and voluntary act of such party for the  
uses and purposes mentioned in the instrument.

Given under my hand and seal this 23rd day of June, 2010.



Michelle Hansen  
Notary Public in and for the State of  
Washington, residing at Snohomish  
My commission expires: 1/19/12  
Name: Michelle Hansen

**NEW PARCEL A**

The East 290.00 feet of the West 850.00 feet of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M.;  
EXCEPT the South 330.00 feet thereof;  
ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington.

Contains 269,754 square feet, more or less. (6.19 Acres)

**NEW PARCEL B**

The West 350.00 feet of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M.;  
EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington.

Contains 436,554 square feet, more or less. (10.02 Acres)

**NEW PARCEL C**

The East 205.00 feet of the West 560.00 feet of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M.;  
TOGETHER WITH the South 330.00 feet of said Northwest quarter, less the West 560.00 feet thereof;  
EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington.

Contains 503,081 square feet, more or less. (11.55 Acres)

**NEW PARCEL D**

The North half of the of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M.;  
EXCEPT the West 96.00 feet thereof;

ALSO EXCEPT that portion thereof described as follows:

Beginning at the Center of said Section 10;

Thence North 86°27'37" West, along the North line of said Southwest quarter, a distance of 620.00 feet;

Thence South 06°09'10" East a distance of 310.15 feet;

Thence South 78°19'38" East a distance of 45.04 feet;

Thence South 05°09'50" West a distance of 218.49 feet;

Thence South 06°09'10" East a distance of 66.30 feet;

Thence South 47°30'35" East a distance of 126.28 feet to the South line of said North half;

Thence South 86°06'17" East, along said South line, a distance of 405.26 feet to the Southeast corner of said South half;

Thence North 04°47'18" East, along the East line thereof, a distance of 677.90 feet to the Point of Beginning;

ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington.

Contains 435,979 square feet, more or less. (10.01 Acres)

**NEW PARCEL J**

The East 290.00 feet of the West 1140.00 feet of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M.;  
EXCEPT the South 330.00 feet thereof;  
ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington.

Contains 273,971 square feet, more or less. (6.29 Acres)

**NEW PARCEL K**

The Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M.;  
EXCEPT the West 1140.00 feet of said Northwest quarter;  
ALSO EXCEPT the South 330.00 feet of said Northwest quarter;  
TOGETHER WITH the West 96.00 feet of the North half of the of the Northeast quarter of the Southwest quarter of said Section 10;  
EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington.

Contains 239,852 square feet, more or less. (5.51 Acres)

Exhibit "A"

NOTICE OF APPROVAL OR DENIAL OF APPLICATION  
GOVERNMENTAL DOCUMENT NO 888 FOR CLASSIFICATION AS FARM AND AGRICULTURAL LAND  
RCW 84.34

*Classified  
7. 11. 77*

8005080076

Date March 31, 1980  
Your application has been

To: Laurin & Betty Foster  
5318 State Road 530 N.E.  
Arlington, Washington 98223

- Approved in whole
- Approved in part
- Denied in whole

**APPROVAL:** The following land has been approved for classification as farm and agricultural land.

Assessor's parcel or account number 103105-3-001-0009  
103105-3-006-0004

Legal description Legal as success

---

**DENIAL:** The following land has been denied classification as farm and agricultural land.

Assessor's parcel or account number \_\_\_\_\_

Legal description \_\_\_\_\_

---

**APPEAL:** A denial of an application for classification as farm and agricultural land may be appealed to the Board of County Commissioners or other county legislative authority.

---

**AGREEMENT:** We acknowledge that the above described land classified by the Assessor is the correct and total land that was to be classified on our application No 850 filed with the Assessor on 12/28/79.

*[Signature]*

All owners signatures

Assessor or Deputy RECEIVED  
APR 30 1980  
ASSESSORS OFFICE

\_\_\_\_\_  
County

VOL 1668 PAGE 2338

8005080076



Recorded by Snohomish County Auditor, Mary B. Mackay, Auditor

RECORDED

1980 MAY -8 AM 10:33

RENTAL INVESTMENT  
SNYHOMISH COUNTY, WA

DEPUTY

*Richard Smith*

8005080076

1688 PAGE 2499

8.00

E 27804  
S 10 T31N R5E

DISTRIBUTION EASEMENT

THIS INDENTURE made this 24<sup>th</sup> day of May, 1993, between, Laurin Foster and Betty Foster, of 5818 State Route 530 NE, Arlington, Washington, 98223, hereinafter referred to as Grantor and PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, hereinafter referred to as Grantee, WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington, described as follows, to-wit:

9308250055

N $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$  and the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 10, Township 31 North, Range 5 East, W.M.; EXCEPT that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , lying North of county road; and EXCEPT portion deeded to State of Washington for Secondary State Highway No. 1-E under Auditor's File No. 1970593 and EXCEPT portion conveyed to State of Washington by deed recorded under Auditor's file No. 1082103, records of Snohomish County.

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges across, over, under and upon the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to construct, erect, alter, improve, extend, repair, operate, and maintain electric distribution line facilities consisting of poles and/or structures and/or underground facilities, or combinations thereof, with necessary braces, guys and anchors, and to install or place upon or suspend from such poles or facilities, distribution wires, insulators, cross-arms, transformers, and other electrical equipment, communication wires and/or cables, and other necessary or convenient appurtenances, across, over, under and upon the following described lands and premises situated in the County of Snohomish, State of Washington, to-wit:

The North four (4) feet of the above described property, the North boundary of which is the South right-of-way boundary of State Road 530 (also known as S.S.H. No. 1-E).

Together with the right of ingress to and egress from said lands ~~across adjacent lands~~ <sup>see N of B</sup> of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said line, and the right at any time to remove said facilities from said lands.

Also the right at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the opinion of Grantee, constitute a menace or danger to said line or to persons or property within a distance of (30') feet of said line. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without approval of the District.

~~The Grantor and the heirs, successors or assigns of Grantor covenant and agree not to do any blasting or discharge any explosives within a distance of three hundred (300) feet of said line without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention to do so.~~ <sup>see N of B</sup>

<sup>POLES TO BE LOCATED IMMEDIATELY ADJACENT TO THE SOUTHERLY R/W LINE OF STATE ROUTE 530</sup>  
The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said poles, wires and appurtenances from said lands, or shall otherwise permanently abandon said line, at which time all such rights, title, privileges and authority hereby granted shall terminate.

The Grantor also covenants to and with the Grantee that Grantor is lawfully seized and possessed of land aforesaid; has a good and lawful right and power to sell and convey same; that same are free and clear of encumbrances, except as above indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

This agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document. Each duly executed counterpart shall be effective as of the day, month and year written above.

Any mortgage on said land held by the Mortgagee is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said mortgage shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

  
Laurin Foster

  
Betty Foster

93 MAY 25 1993  
SNOHOMISH COUNTY

NOY EXCISE TAX  
APR 14 1993  
MAY 24 1993  
SNOHOMISH COUNTY

PLEASE NOTARIZE SIGNATURES ON REVERSE SIDE

(INDIVIDUAL ACKNOWLEDGEMENT)

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that Laurin Foster and Betty Foster signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated May 24, 1993  
Signature of Patricia C. Jensen  
Notary Public  
Title Notary Public  
My appointment expires 12-1-93

(INDIVIDUAL ACKNOWLEDGEMENT)

State of \_\_\_\_\_  
County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

(Seal or Stamp)

Dated \_\_\_\_\_  
Signature of \_\_\_\_\_  
Notary Public  
Title Notary Public  
My appointment expires \_\_\_\_\_

(REPRESENTATIVE ACKNOWLEDGEMENT)

State of Washington  
County of Snohomish

I certify that I know or have satisfactory evidence that \_\_\_\_\_ and \_\_\_\_\_ signed this instrument, on oath stated that (he, she, they) (was, were) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ (Officer, Trustee, President, etc.) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. (Name of party on behalf of who instrument was executed)

(Seal or Stamp)

Dated \_\_\_\_\_  
Signature of \_\_\_\_\_  
Notary Public  
Title Notary Public  
My appointment expires \_\_\_\_\_

FOR P.U.D. USE ONLY-PLEASE DO NOT WRITE BELOW THIS LINE

Work Order No. 19699A  
Drawing No. 095191

RETURN TO:

P.U.D. No. 1  
P.O. BOX 1107  
EVERETT, WA 98208

EASEMENT

From: Laurin Foster and Betty Foster

TO: PUBLIC UTILITY DISTRICT NO. 1  
OF SNOHOMISH COUNTY

VOL. 2779 PAGE 1180

9308250055

200112100150

RETURN ADDRESS

Laurin Foster  
5818 State Route 530NE  
Arlington WA 98223



200112100150  
12/10/2001 10:48 AM Snohomish  
P.0003 RECORDED County

RECORDER'S NOTE:  
PORTIONS OF THIS DOCUMENT  
ARE POOR QUALITY FOR SCANNING.

Please print neatly or type information  
Document Title(s)

Easement

Reference Number(s) of related documents:

Grantor(s) (Last, First, and Middle Initial)

Laurin & Betty Foster

Additional Reference #'s on page \_\_\_

Grantee(s) (Last, First, and Middle Initial)

Laurin & Betty Foster

Additional Grantors on page \_\_\_

Legal Description (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)

N 1/2 NE 1/4 SW 1/4 Sec 10 Twp 31 R. 5 E W M

Additional Grantees on page \_\_\_

Assessor's Property Tax Parcel/Account Number

310510-3001-00      310510-3-011-00

Additional parcel #'s on page \_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

\*Signature required only if requesting Non-Standard document processing:

\*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18 010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

N/A  
Signature of Requesting Party

After Recording Return To  
Laurin Foster  
5818 State Route 530 NE  
Arlington WA 98223

**NO EXCISE TAX  
REQUIRED**

**DEC 10 2001**

BOB DANTINI, Snohomish County Treasurer

By BOB DANTINI

### **EASEMENT**

For and in consideration of \$1 00 in hand paid, the benefits derived and to be derived by the Grantor herein, and other good and valuable consideration, receipt whereof is hereby acknowledged, Grantors, Laurin Foster and Betty Foster, husband and wife, being owners of the dominant and servient lands hereafter described, hereby convey and quit claim unto Laurin Foster and Betty Foster, husband and wife, and their heirs, successors and assigns, a perpetual 20 foot wide **EXCLUSIVE** easement within the lands owned by the grantor and described as follows

A 20 foot **exclusive** easement for ingress, and egress over and across a parcel of land **adjoining the northerly and westerly boundary of the following described lands:**

A portion of the North half of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 10, Township 31 North, Range 5 East W M, situate in Snohomish County WA described as follows.

Commencing at the SE corner of the North  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said section 10, Township 31 N, Range 5 East, WM, thence North along the East line thereof 60 feet, thence West parallel to the South line of the North  $\frac{1}{2}$  of said NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  150 feet; thence South parallel to the East line of said North  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  to the South line of the North  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ ; thence East along said South line to the true point of beginning

**Tax Parcel: 310510-3-001-00**

Said easement is appurtenant to and is to run with and benefit the following described lands owned by the Grantee The doctrine of merger shall not apply to extinguish the easement rights created herein as a result of common ownership of the dominant and servient estates

Commencing at the NE corner of the South  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 10, Township 31 N, Range 5 E WM; thence West 150 feet along the North line of said South  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  to the True Point of Beginning, thence continue Westerly along said South line to it's intersection with the centerline of an unnamed creek, thence Southeasterly along the centerline of said creek to the point of it's intersection with a line running Southerly from the True Point of Beginning, said line being parallel to the East

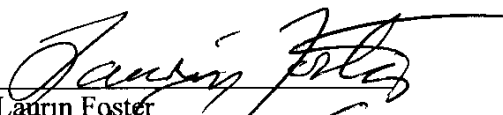
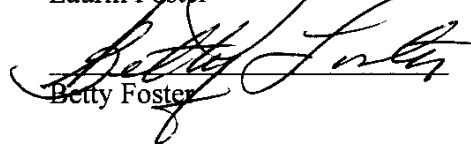
**200112100150**

line of the said South 1/2 of the NE 1/4 of the SW 1/4, thence Northerly along said parallel line to the True Point of Beginning

**Tax Parcel: 310510-3-011-00**

Situate in Snohomish County Washington

In Witness Whereof, this easement is executed this 16 day of December, 2001

  
Laurin Foster  
  
Betty Foster

STATE OF WASHINGTON  
COUNTY OF Snohomish

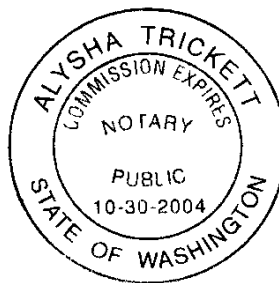
On this 16 day of December, 2001 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Laurin Foster and Betty Foster, husband and wife known to me to be those persons who executed the within instrument for themselves and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Alysha Trickett  
Printed Name of Notary

  
Signature of Notary

My commission expires. 10.30.04.

I reside in the City of SeaTac



**200112100150**



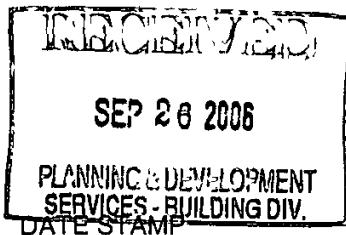
200611160662 14 PGS  
11-16-2006 01:51pm \$91.00  
SNOHOMISH COUNTY. WASHINGTON

Return Address

Snohomish County  
Planning & Development Services  
3000 Rockefeller, 2nd Floor, M/S #604  
Everett, Washington 98201-4046

*2006 Taxes paid in full on Tax Parcel(s)  
# Parcel(s) listed Below  
By: V. M. Cormier Date: 11/16/06  
Deputy Treasurer*

**AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT**



FILE NO 06-132755  
Nuyaw & NEYAW  
SEC 10 TWP 31 RNG 5

Related Subdivision \_\_\_\_\_

Zoning A-10

Received by KK

(UNDER SNOHOMISH COUNTY CODE  
30 41E, STATE OF WASHINGTON  
COUNTY OF SNOHOMISH )

Name of Conveyer / Receivers Laurin and Betty Foster, husband and wife

Address 5818 SR 530 NE Arlington WA 98223

City State Zip

Telephone: (W) \_\_\_\_\_

Property Tax Account Numbers:

31051000300100

(H) 360-435-2008

31051000300600

Contact Person (if different than owner(s)) Harmsen & Assoc., Inc., Scipio M. Walton

Address: P O Box 516 Monroe WA 98272

City State Zip

Telephone: (W) 360-794-7811

Method of Sewage Disposal:

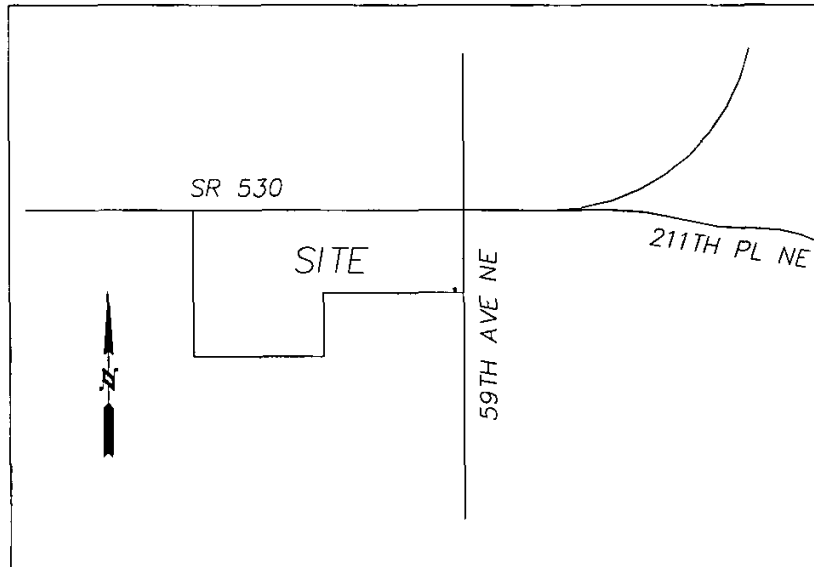
(H) \_\_\_\_\_

on-site septic system

*City of Arlington Water*

CROSS REFERENCE: See Record of Survey for map and additional parcel descriptions  
filed under A F No 200611165008

VICINITY  
MAP



(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)

1 **Current Ownership** The undersigned are the respective owners of the following legally described parcels of property lying adjacent to each other (use additional pages if required)

a Parcel No 1 (Conveyor). see attached

\_\_\_\_\_

constituting approximately \_\_\_\_\_ acres or \_\_\_\_\_ square feet

b Parcel No 2 (Receiver): see attached

\_\_\_\_\_

constituting approximately \_\_\_\_\_ acres or \_\_\_\_\_ square feet.

2 **Proposed Conveyance** The undersigned are considering the transfer of ownership of the following portion of the above described conveyor's ownership to the receiver

Same ownership. No conveyances necessary

\_\_\_\_\_

constituting approximately \_\_\_\_\_ acres or \_\_\_\_\_ square feet  
(For additional conveyances, attach separate sheet )



3 **Boundary Line Adjustment.** It is the intent of the undersigned that the proposed conveyance would constitute a boundary line adjustment. Accordingly, it is represented and understood by the undersigned that

- a The proposed conveyance would not detrimentally affect access to the preceding parcels,
- b. Each resulting lot has an accessible building area as defined by SCC 30.41E unless a building area does not exist on the original lot(s) This requirement shall not apply to lots that are zoned commercial or industrial,
- c County approval of this boundary line adjustment does not guarantee or imply that the subject property may be developed or subdivided, and that boundary line adjustment approval may not be grounds for approval of subsequent modification or variance requests,
- d Each resulting lot has not been created through a subdivision exemption as set forth in SCC 30 41A 020(6) or 30 41A 020(7) or a Short Subdivision exemption as set forth in SCC 30.41B.020(6) or 30 41B 020(7) within the last 5 years
- e No new lot would be created by the proposed conveyance, but rather the conveyed property together with the receiver's existing ownership, described on the preceding page would constitute a single lot and be described as follows.

see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

constituting approximately \_\_\_\_\_ acres or \_\_\_\_\_ square feet

- f The conveyor's ownership after the proposed conveyance would not be reduced in size below the minimum required square footage nor would it violate other Zoning Code requirements The conveyor's ownership would now be described as follows.

see attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

constituting approximately \_\_\_\_\_ acres or \_\_\_\_\_ square feet

4 **Signatures** The signatures below include the signatures of owner(s) of all interests in the property pursuant to Snohomish County Code

**(NOT AN INSTRUMENT TO CONVEY NOR OF CONVEYANCE)**

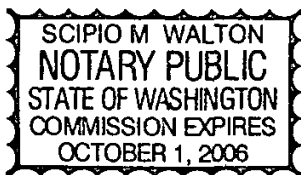
Conveyor / Receiver *Laurin Foster* 9-18-06  
Laurin Foster Date

Conveyor / Receiver *Betty Foster* 9-18-06  
Betty Foster Date

STATE OF WASHINGTON )  
 )SS  
COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that Laurin and Betty Foster are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act of such party for the uses and purposes mentioned in the instrument

SUBSCRIBED AND SWORN to me this 18<sup>th</sup> day of September, 2006.



*Scipio M. Walton*  
(Signature)

Scipio M. Walton  
(Printed Name)

Notary Public in and for the State of Washington  
residing at Menzie

My appointment expires 10-1-2006

**DETERMINATION**

On the basis of the representations hereby submitted, I conclude that the proposed Boundary Line Adjustment is consistent with applicable county plans and development regulations, as specified in Snohomish County Code and that the proposed Boundary Line Adjustment is approved under the provisions of Snohomish County Code

Name *David J. Gressel* Date Oct. 23, 2006  
for the Director of PDS or Hearing Examiner pursuant to SCC 30 41E.020(i)(b)

H A R M S E N &



A S S O C I A T E S I N C

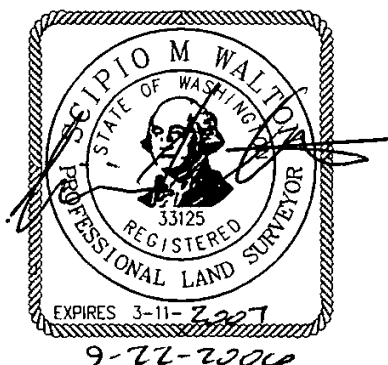
LAND USE CONSULTANTS

Laurin and Betty Foster

Boundary Line Adjustment  
Section 10, T 31N , R 5E , W M

Parcel Descriptions

September, 2006



A N T I C I P A T E U N D E R S T A N D G U I D E D E L I V E R

Foster BLA

Parcel Descriptions  
August, 2006

Page 2 of 10

**OLD PARCEL A**

LS 153-2001A

Portion Tax Parcel 31051000300600

That portion of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M described as follows.

Beginning at the Northwest corner thereof,

Thence East, along the North line thereof, a distance of 330 00 feet;

Thence South, parallel with the West line thereof, a distance of 330 00 feet,

Thence West, parallel with said North line, a distance of 330.00 feet to the West line thereof,

Thence North, along said West line, a distance of 330 00 feet to the Point of Beginning,

EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington

Contains 76,872 square feet, more or less (1 76 Acres)

**OLD PARCEL B**

LS 153-2001B

Portion Tax Parcel 31051000300600

The West half of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M.,

EXCEPT the North 330 00 feet of the West 330 00 feet, as measured along the North and West lines thereof;

ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington

Contains 743,435 square feet, more or less (17 07 Acres)

Foster BLA

Parcel Descriptions  
August, 2006

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**OLD PARCEL C**

LS 153-2001C

Portion Tax Parcel 31051000300600

The East half of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M.,  
EXCEPT that portion lying Northerly of the centerline of Permanent Highway No. 10, Arlington to Silvana, according to Snohomish County Engineer's Office Survey No 644, Dated June, 1916,  
ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington

Contains 840,553 square feet, more or less (19 30 Acres)

**OLD PARCEL D**

LS 153-2001D

Portion Tax Parcel 31051000300100

That portion of the North half of the of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M lying Westerly of the Marysville and Northern Railway Company right of way,  
EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington

Contains 465,830 square feet, more or less (10 69 Acres)

Foster BLA

Parcel Descriptions  
August, 2006

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**OLD PARCEL E**

LS 153-2001E

Portion Tax Parcel 31051000300100

That portion of the North half of the of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M. lying Easterly of the Marysville and Northern Railway Company right of way,

EXCEPT that portion thereof described as follows

Commencing at the Southeast corner of the North half of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ,

Thence North along the East line thereof a distance of 60 00 feet,

Thence West parallel with the South line of said North half a distance of 150 00 feet,

Thence South parallel with said East line to the South line of said North half,

Thence East along said South line to the Point of Beginning,

ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway,

ALSO EXCEPT the East 30 00 feet thereof for County Road

Situate in the County of Snohomish, State of Washington.

Contains 318,817 square feet, more or less (7 32 Acres)

**OLD PARCEL H**

LS 161-2001B

Tax Parcel 31051000301100

Commencing at the Northeast corner of the South half of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ,

Thence West a distance of 150 00 feet along the North line of said South half to the True Point of Beginning,

Thence continue Westerly along said North line to its intersection with the centerline of an unnamed creek,

Thence Southeasterly along the centerline of said creek to the point of its intersection with a line running Southerly from the true point of beginning, parallel with the East line of the said South half,

Thence Northerly along said parallel line to the True Point of Beginning

Situate in the County of Snohomish, State of Washington

Contains 11,450 square feet, more or less (0 263 Acres)

Foster BLA

Parcel Descriptions  
August, 2006

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**OLD PARCEL J**

LS 161-2001C

Portion of Tax Parcel 31051000300600

That portion of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M lying Northerly of the centerline of Permanent Highway No 10, Arlington to Silvana, according to Snohomish County Engineer's Office Survey No. 644, Dated June, 1916,

EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington

Contains 3,414 square feet, more or less (0 08 Acres)

**OLD PARCEL K**

LS 96-2003

Portion Tax Parcel 31051000300100

A strip of land 33 00 feet wide lying 16.50 feet of each side of the centerline of the Marysville and Northern Railway Company right of way in the North half of the of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ,

EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington

Contains 20,868 square feet, more or less (0 48 Acres)

**NEW PARCEL A**

The East 290 00 feet of the West 850.00 feet of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ,

EXCEPT the South 330.00 feet thereof;

ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway.

Situate in the County of Snohomish, State of Washington

Contains 269,754 square feet, more or less (6 19 Acres)

Foster BLA

Parcel Descriptions  
August, 2006

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**NEW PARCEL B**

The West 350 00 feet of the Northwest quarter of the Southwest quarter of Section 10,  
Township 31 North, Range 5 East, W M ;  
EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington.

Contains 436,554 square feet, more or less. (10 02 Acres)

**NEW PARCEL C**

The East 205 00 feet of the West 560 00 feet of the Northwest quarter of the Southwest  
quarter of Section 10, Township 31 North, Range 5 East, W M ,  
TOGETHER WITH the South 330 00 feet of said Northwest quarter, less the West 560.00  
feet thereof,  
EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington

Contains 503,081 square feet, more or less (11 55 Acres)



Foster BLA

Parcel Descriptions  
August, 2006

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**NEW PARCEL D**

The North half of the of the Northeast quarter of the Southwest quarter of Section 10,  
Township 31 North, Range 5 East, W.M ,  
EXCEPT the West 96 00 feet thereof,

ALSO EXCEPT that portion thereof described as follows:

Beginning at the Center of said Section 10,  
Thence North 86°27'37" West, along the North line of said Southwest quarter, a  
distance of 620 00 feet,  
Thence South 06°09'10" East a distance of 310 15 feet,  
Thence South 78°19'38" East a distance of 45 04 feet,  
Thence South 05°09'50" West a distance of 218 49 feet,  
Thence South 06°09'10" East a distance of 66 30 feet,  
Thence South 47°30'35" East a distance of 126 28 feet to the South line of said North  
half,  
Thence South 86°06'17" East, along said South line, a distance of 405.26 feet to the  
Southeast corner of said South half,  
Thence North 04°47'18" East, along the East line thereof, a distance of 677.90 feet to  
the Point of Beginning;

ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington.

Contains 435,979 square feet, more or less (10 01 Acres)

**NEW PARCEL E**

That portion of the North half of the of the Northeast quarter of the Southwest quarter of  
Section 10, Township 31 North, Range 5 East, W.M. described as follows  
Beginning at the Center of Said Section 10,  
Thence North 86°27'37" West, along the North line of said Southwest quarter, a distance of  
620.00 feet,  
Thence South 06°09'10" East a distance of 310 15 feet,  
Thence South 78°19'38" East a distance of 45.04 feet;  
Thence South 05°09'50" West a distance of 218 49 feet,  
Thence South 06°09'10" East a distance of 66 30 feet,  
Thence South 47°30'35" East a distance of 126 28 feet to the South line of said North half,  
Thence South 86°06'17" East, along said South line, a distance of 405 26 feet to the Southeast  
corner of said South half,

Foster BLA

Parcel Descriptions  
August, 2006

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Thence North  $04^{\circ}47'18''$  East, along the East line thereof, a distance of 677.90 feet to the Point of Beginning,  
EXCEPT that portion thereof described as follows:  
Commencing at the Southeast corner of the North half of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ;  
Thence North along the East line thereof a distance of 60.00 feet,  
Thence West parallel with the South line of said North half a distance of 150 00 feet,  
Thence South parallel with said East line to the South line of said North half,  
Thence East along said South line to the Point of Beginning,  
ALSO EXCEPT that portion thereof described as follows.  
Beginning at the center of said Section 10,  
Thence South  $04^{\circ}47'18''$  West, along the East line of said Southwest quarter, a distance of 270 00 feet,  
Thence North  $86^{\circ}27'37''$  West, parallel with the North line of said Southwest quarter, a distance of 150 00 feet,  
Thence North  $22^{\circ}52'50''$  West a distance of 301 42 feet to said North line,  
Thence South  $86^{\circ}27'37''$  East, along said North line, a distance of 290 00 feet to the Point of Beginning,  
ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway,  
ALSO EXCEPT the East 30 00 feet thereof for County Road;  
TOGETHER WITH the following described parcel  
Commencing at the Northeast corner of the South half of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ,  
Thence West a distance of 150 00 feet along the North line of said South half to the True Point of Beginning,  
Thence continue Westerly along said North line to its intersection with the centerline of an unnamed creek,  
Thence Southeasterly along the centerline of said creek to the point of its intersection with a line running Southerly from the true point of beginning, parallel with the East line of the said South half,  
Thence Northerly along said parallel line to the True Point of Beginning

Situate in the County of Snohomish, State of Washington

Contains 282,729 square feet, more or less (6 49 Acres)

Foster BLA

Parcel Descriptions  
August, 2006

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**NEW PARCEL H**

That portion of the Northeast quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M described as follows  
Beginning at the center of said Section 10,  
Thence South 04°47'18" West, along the East line of said Southwest quarter, a distance of 270.00 feet,  
Thence North 86°27'37" West, parallel with the North line of said Southwest quarter, a distance of 150.00 feet;  
Thence North 22°52'50" West a distance of 301.42 feet to said North line,  
Thence South 86°27'37" East, along said North line, a distance of 290.00 feet to the Point of Beginning,  
EXCEPT that portion thereof conveyed to the State of Washington for state highway;  
ALSO EXCEPT the East 30.00 feet thereof for County Road;

Situate in the County of Snohomish, State of Washington

Contains 39,312 square feet, more or less (0.90 Acres)

**NEW PARCEL J**

The East 290.00 feet of the West 1140.00 feet of the Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ,  
EXCEPT the South 330.00 feet thereof,  
ALSO EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington

Contains 273,971 square feet, more or less (6.29 Acres)

Foster BLA

Parcel Descriptions  
August, 2006

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**NEW PARCEL K**

The Northwest quarter of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W M ,  
EXCEPT the West 1140 00 feet of said Northwest quarter,  
ALSO EXCEPT the South 330 00 feet of said Northwest quarter,  
TOGETHER WITH the West 96 00 feet of the North half of the of the Northeast quarter of the Southwest quarter of said Section 10,  
EXCEPT that portion thereof conveyed to the State of Washington for state highway

Situate in the County of Snohomish, State of Washington

Contains 239,852 square feet, more or less (5 51 Acres)

# PFN 06-132755 BA SECTION CONTROL AND OLD PARCEL LAYOUT

**Laurin Foster**  
SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.  
NW 1/4, SW 1/4 AND NE 1/4, SW 1/4

### SURVEY NOTES:

- 1) SURVEY PROCEDURES & EQUIPMENT:  
SECTION CONTROL: LEICA SR 261 SINGLE FREQUENCY GEODETIC GPS RECEIVERS, AND ASHTACH Z-TXIRME DUAL FREQUENCY GEODETIC GPS ON-SITE CONTROL AND CORNER STAKING. FIELD TRAVERSE & 5" TOTAL STATION.
- 2) THE GPS SURVEY PERFORMED FOR THIS SURVEY MEETS OR EXCEEDS THOSE STANDARDS CONTAINED IN WAC 332-130-060. THE FIELD TRAVERSES USED IN THIS SURVEY MEET OR EXCEED THOSE STANDARDS CONTAINED IN WAC 332-130-090.
- 3) DISTANCES ARE IN FEET AND DECIMALS, THEREOF AND REPRESENT MEASUREMENTS OR CALCULATED GROUND DISTANCES.
- 4) ALL CONTROLLING MONUMENTS SHOWN ARE OF RECORD, ARE LOCALLY ACCEPTED AS REPRESENTATIVE OF THEIR PURPORTED POSITIONS, AND WERE VISITED DURING THE COURSE OF THIS SURVEY UNLESS OTHERWISE NOTED.
- 5) THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS.

### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS THE INFORMATION MADE BY ME AND THE FIELD MEASUREMENTS AND CALCULATIONS IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF LAURIN FOSTER IN AUGUST, 2006.

*Laurin Foster*  
LAURIN M. FOSTER DATE: 9-22-2006  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 33125



2006 Tax Map held in full on the Parcel(s)  
BANK OF AMERICA  
2006-2007 Parcel(s) Data [14] 06  
Deputy Attorney

### AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 12th DAY OF November, 2006  
AT 1:51 P.M. IN BOOK OF SURVEYS AT PAGE  
AT THE REQUEST OF HARMSEN & ASSOCIATES, INC.

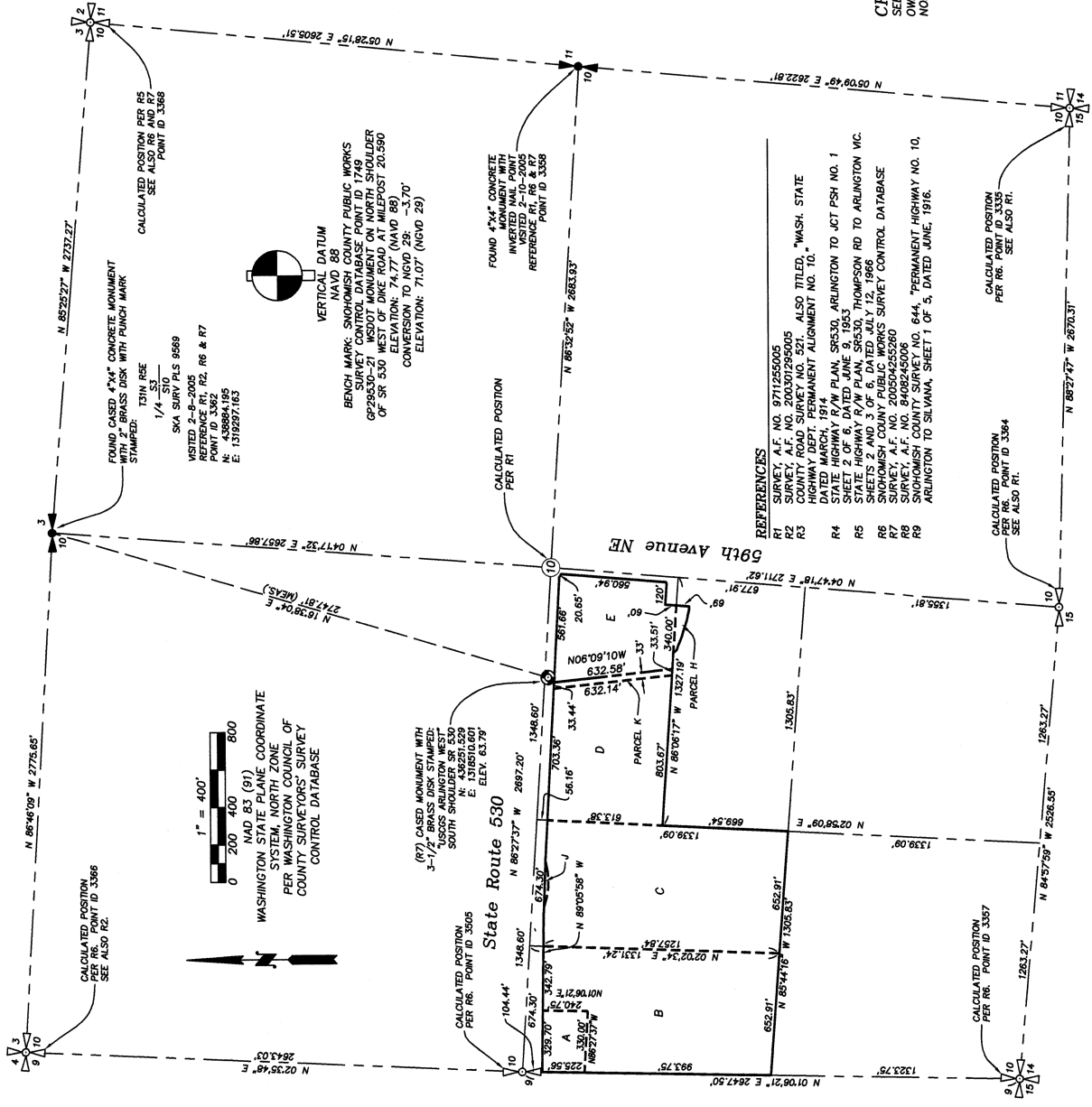
BOB TERMLINGER  
COUNTY AUDITOR  
BY: *Debra L. Day*  
DEPUTY COUNTY AUDITOR

CROSS REFERENCE:  
SEE AFFIDAVIT OF BOUNDARY LINE ADJUSTMENT FOR COUNTY APPROVAL.  
OWNER SIGNATURES AND ADDITIONAL PARCEL DESCRIPTIONS: AUDITOR'S FILE  
NO. 2006-2226292.E.

AF# 2006-116-508

### LAURIN FOSTER BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY

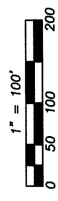
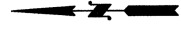
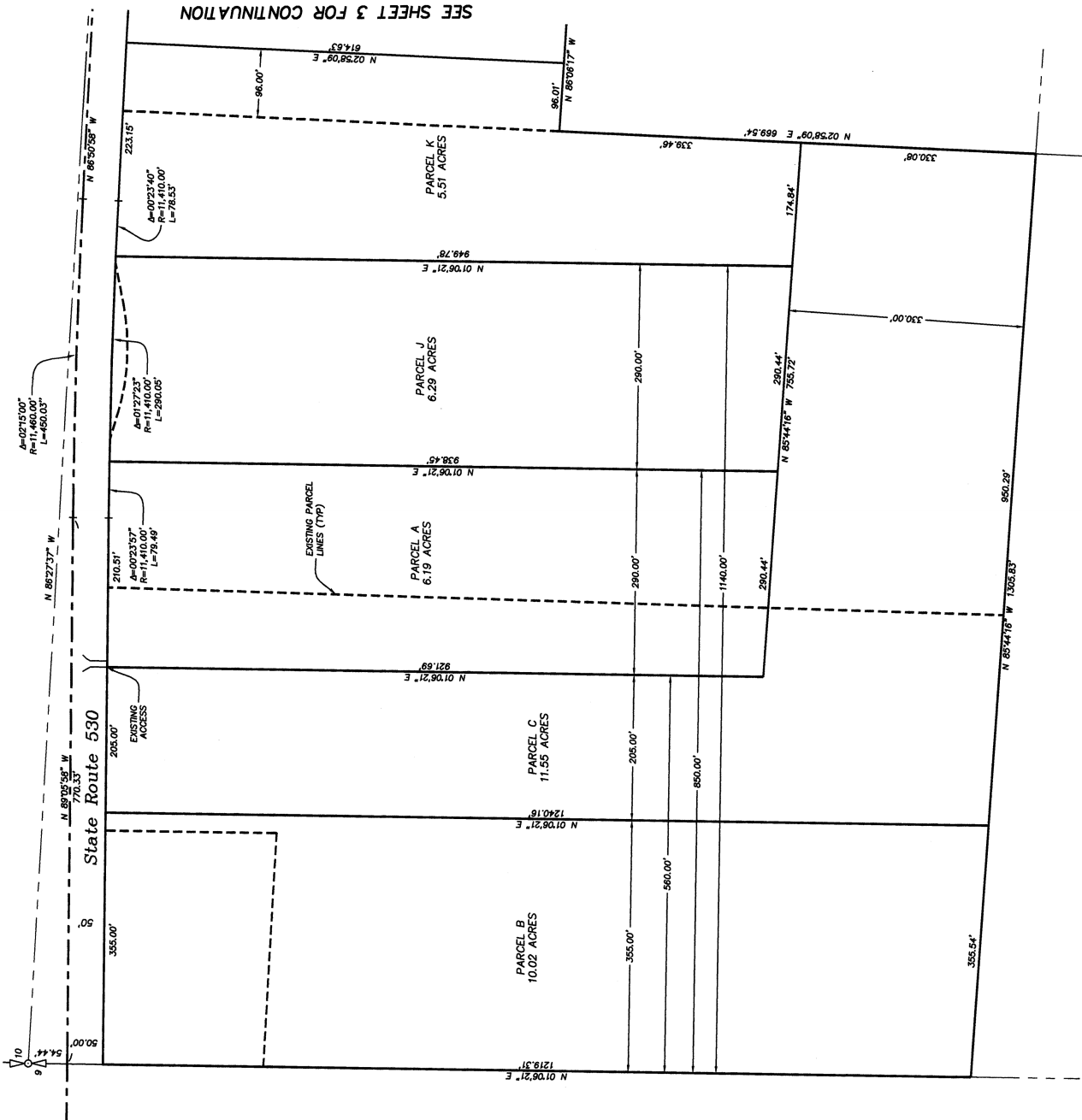
SCALE: 1" = 400'	SHEET 1 OF 3
DRAWN BY: SWP	DATE: 6-23-2006
REVISED:	NO. 10 - 31N - 5E
F/R: 758	NW 1/4, SW 1/4
HARMSEN & ASSOC. INC.	PH: (206)794-7811 / (206)343-9803
1878 148th St SE, Ste 104	
POST OFFICE BOX 516	
MUNICIPALITY OF WAHIAWA	



# LAURIN FOSTER

SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.  
NW 1/4, SW 1/4 AND NE 1/4, SW 1/4

## PFN 06-132.755 BA NEW PARCEL LAYOUT



1" = 100'  
NAD 83 (91)  
WASHINGTON STATE PLANE COORDINATE  
SYSTEM, NORTH ZONE  
PER WASHINGTON COUNCIL OF  
COUNTY SURVEYORS' SURVEY  
CONTROL DATABASE



AF# 200611165008

### LAURIN FOSTER

#### BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY

SCALE: 1" = 400'  
 DRAWN BY: SMW  
 9-12-06  
 REVISION:  
 F/R: 758  
 JOB#: 05-071

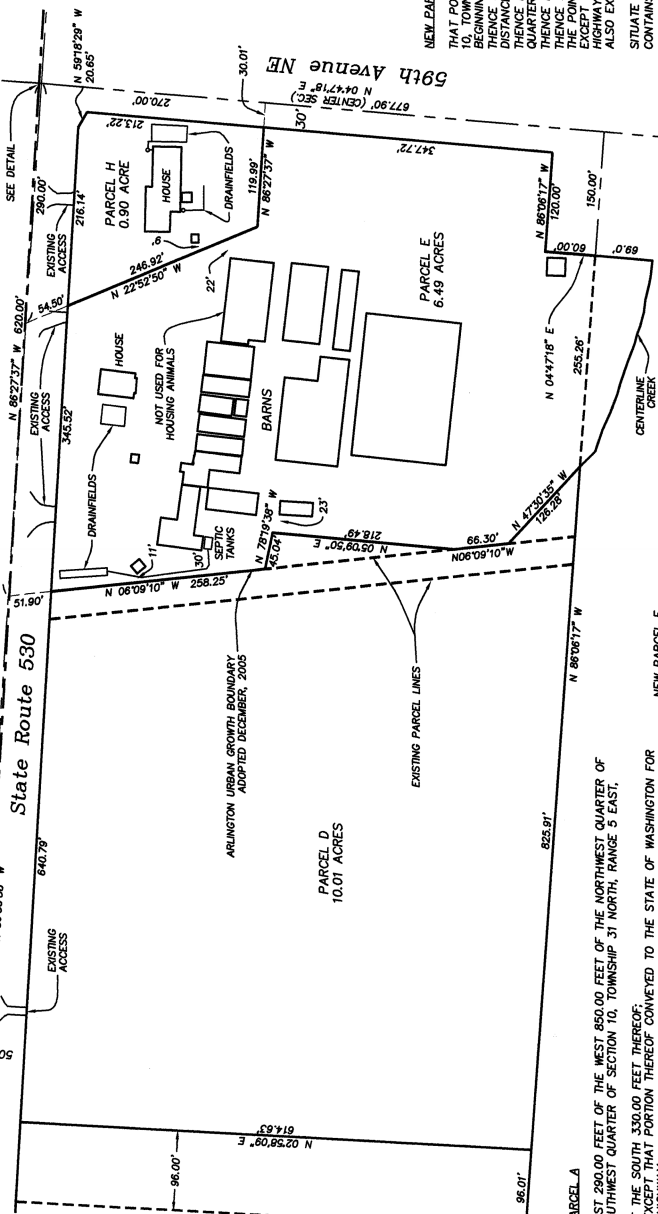
SHEET 2 OF 3  
 DIRS. PROJ./BUILDING  
 STATE LICENSE  
 NE 1/4, SW 1/4  
 NW 1/4, SW 1/4

HARMSEN & ASSOC. INC  
 1578 14th St. SW, 104  
 POST OFFICE BOX 516  
 MONROE, WA, 98272  
 PH: (360)794-7811 / (360)343-9903

H&A

PFN 06-132-755-6A

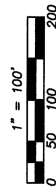
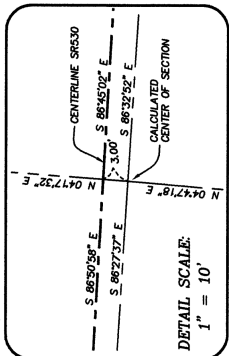
NEW PARCEL LAYOUT



SEE SHEET 2 FOR CONTINUATION

LAURIN FOSTER

SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.  
NW 1/4, SW 1/4 AND NE 1/4, SW 1/4



WASHINGTON STATE PLANE COORDINATE  
SYSTEM, NORTH ZONE  
PER WASHINGTON COUNCIL OF  
COUNTY SURVEYORS' SURVEY  
CONTROL DATABASE

NEW PARCEL H

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 04°47'18" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 270.00 FEET; THENCE NORTH 89°27'37" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 301.42 FEET TO SAID NORTH LINE; THENCE SOUTH 22°52'50" WEST, A DISTANCE OF 301.42 FEET TO SAID NORTH LINE; THENCE SOUTH 86°27'37" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY; ALSO EXCEPT THE EAST 30.00 FEET THEREOF FOR COUNTY ROAD; SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON; CONTAINS 39,312 SQUARE FEET, MORE OR LESS. (0.90 ACRES)

NEW PARCEL I  
THAT PORTION OF THE NORTH HALF OF THE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

620.00 FEET; THENCE NORTH 86°27'37" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 620.00 FEET; THENCE SOUTH 08°09'10" EAST A DISTANCE OF 310.15 FEET; THENCE SOUTH 78°19'38" EAST A DISTANCE OF 45.04 FEET; THENCE SOUTH 05°09'50" WEST A DISTANCE OF 218.49 FEET; THENCE SOUTH 08°09'10" EAST A DISTANCE OF 310.15 FEET; THENCE SOUTH 86°27'37" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 405.26 FEET TO THE SOUTHEAST CORNER OF SAID SOUTH HALF; THENCE NORTH 04°47'18" EAST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 677.90 FEET TO THE POINT OF BEGINNING; COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; THENCE NORTH ALONG THE EAST LINE THEREOF A DISTANCE OF 60.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 150.00 FEET; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; ALSO EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 10; THENCE SOUTH 04°47'18" WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 77.90 FEET; THENCE NORTH 86°27'37" WEST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 150.00 FEET; THENCE SOUTH 22°52'50" WEST A DISTANCE OF 301.42 FEET TO SAID NORTH LINE; THENCE SOUTH 86°27'37" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THE EAST 30.00 FEET THEREOF FOR COUNTY ROAD; TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTH HALF OF SAID SOUTH HALF TO THE TRUE POINT OF BEGINNING; THENCE WEST A DISTANCE OF 180.00 FEET ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE WESTERLY ALONG SAID NORTH LINE TO ITS INTERSECTION WITH THE CENTERLINE OF AN ARROW CREEK; THENCE WESTERLY ALONG THE CENTERLINE OF SAID CREEK TO THE POINT OF ITS INTERSECTION WITH A LINE RUNNING SOUTHERLY FROM THE TRUE POINT OF BEGINNING, PARALLEL WITH THE EAST LINE OF SAID SOUTH HALF; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON; CONTAINS 282,729 SQUARE FEET, MORE OR LESS. (6.49 ACRES)

NEW PARCEL A

THE EAST 280.00 FEET OF THE WEST 850.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY; SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON; CONTAINS 289,754 SQUARE FEET, MORE OR LESS. (6.19 ACRES)

NEW PARCEL B

THE WEST 350.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY; SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON; CONTAINS 436,554 SQUARE FEET, MORE OR LESS. (10.02 ACRES)

NEW PARCEL C

THE EAST 205.00 FEET OF THE WEST 560.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; TOGETHER WITH THE SOUTH 330.00 FEET OF SAID NORTHWEST QUARTER, LESS THE WEST 150.00 FEET THEREOF; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY; SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON; CONTAINS 503,081 SQUARE FEET, MORE OR LESS. (11.55 ACRES)

NEW PARCEL D

THE NORTH HALF OF THE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 10; THENCE NORTH 86°27'37" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 620.00 FEET; THENCE SOUTH 08°09'10" EAST A DISTANCE OF 310.15 FEET; THENCE SOUTH 78°19'38" EAST A DISTANCE OF 45.04 FEET; THENCE SOUTH 05°09'50" WEST A DISTANCE OF 218.49 FEET; THENCE SOUTH 08°09'10" EAST A DISTANCE OF 310.15 FEET; THENCE SOUTH 47°30'35" EAST A DISTANCE OF 126.28 FEET TO THE SOUTH LINE OF SAID SOUTH HALF; THENCE SOUTH 86°27'37" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 405.26 FEET TO THE SOUTHEAST CORNER OF SAID SOUTH HALF; THENCE NORTH 04°47'18" EAST, ALONG THE EAST LINE THEREOF, A DISTANCE OF 677.90 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY; SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON; CONTAINS 435,979 SQUARE FEET, MORE OR LESS. (10.01 ACRES)



AF# 20061165008

LAURIN FOSTER  
BOUNDARY LINE ADJUSTMENT  
RECORD OF SURVEY

SCALE: 1" = 400'  
DRAWN BY: SWW  
9-12-08  
REVISION:  
F76 759  
588 E 65-071



HARMSEN & ASSOC. INC  
1878 14th St. SE, Ste 104  
POST OFFICE BOX 516  
TUMACUM, WA 98583  
PH: (509)794-7811 / (206)343-8603



200703290903 8 PGS  
 03/29/2007 3:07pm \$39.00  
 SNOHOMISH COUNTY, WASHINGTON

WHEN RECORDED PLEASE RETURN TO

BAILEY, DUSKIN, PEIFFLE, & CANFIELD P S  
 P O BOX 188  
 ARLINGTON, WA 98223

Our File No 27-424

<b>Document Title(s)</b> (or transactions contained therein) AGREEMENT REGARDING CONDITIONS OF ANNEXATION
<b>Grantor(s)</b> (Last name first, then first name and initials) FOSTER, LAURIN and FOSTER, BETTY, H&W
<b>Grantee(s)</b> (Last name first, then first name and initials) CITY OF ARLINGTON
<b>Legal Description</b> (abbreviated i e lot, block, plat or section, township, range, qtr /qtr ) PTN OF SECT 10 TWP 31 N RGE 5 EWM
<b>Reference Number(s)</b> of Documents assigned or released N/A
<b>Assessor's Property Tax Parcel/Account Number</b> 31051000301800, 31051000301700, 31051000301600, 31051000302000 & 31051000301900
The Auditor/Recorder will rely on the information provided on the form The staff will not read the document to verify the accuracy or completeness of the indexing information

RECORDER'S NOTE  
 PORTIONS OF THIS DOCUMENT  
 ARE POOR QUALITY FOR SCANNING.



**AGREEMENT REGARDING CONDITIONS OF ANNEXATION**

The parties to this agreement are LAURIN FOSTER and BETTY FOSTER, husband and wife (hereinafter "FOSTER") and the CITY OF ARLINGTON, a municipal corporation of the state of Washington (hereinafter "CITY")

**RECITALS**

- A FOSTER is the owner of approximately 57 acres of property  
Approximately 7.3 acres of this property, which is legally described on the attached Exhibit "A", has been designated by Snohomish County to be in the CITY's urban growth area (UGA) (hereafter "the Property") The approximately 50 acre balance of FOSTER's land shall be referred to herein as "the Lowland Property"
- B FOSTER has petitioned to the CITY to have the Property annexed to the CITY
- C An appeal has been filed of the County's designation of the Property as within the CITY's UGA by Futurewise, the Pilchuck Audobon Society and others ("FUTUREWISE")
- D The CITY, acting in its legislative capacity, has a willingness to annex the Property, upon certain terms and conditions

NOW, THEREFORE, the parties do agree as follows

**COVENANTS**

- 1 Agreement to Annex Subject to applicable legal requirements, the CITY agrees to annex the Property, subject to the following additional conditions

- a FOSTER shall take all steps necessary to cause the Lowland Property to participate in the City of Arlington-Snohomish County Transfer of Development Rights (TDR) program, by which FOSTER agrees to sell the development rights to the Lowland Property at fair market rates in exchange for a permanent easement which will permanently restrict and limit the Lowland Property's use to agricultural uses
- b FOSTER shall dedicate, whether by easement, by reduction of the annexation property, by restrictive covenant, or by other legal means, approximately one acre of the Property to be permanently used for barns or other structures necessary for the support of the agricultural and agri-tourism uses on the Lowland Property
- c FOSTER shall dedicate an easement across the Property sufficiently wide to provide access for tractors and farm equipment to access 59<sup>th</sup> Drive NE from the Lowland Property to limit the need for said equipment to utilize State Highway 530, thereby reducing congestion and protecting the safety of agricultural workers and the traveling public
- 2 Obligations of FOSTER FOSTER agrees to execute whatever additional documents may be reasonably required to fully implement this agreement, including, but not limited to, those easements, restrictive covenants, or other documents which may

relate to the use of one acre of the Property for barns or other farming structures, and the access easement described in paragraphs 1(b) and 1(c), above

- 3 CITY may Condition Development on Compliance In addition to whatever other regulations of general application (e.g., the CITY land use code, zoning restrictions, environmental laws) may apply to the Property, FOSTER agrees that the CITY may further condition any future development within the property to be annexed to the CITY upon compliance with the terms and conditions of this agreement. If deemed necessary, the CITY may deny development applications upon the Property until such time as FOSTER has completed the dedications, easements, or other conveyances required by this agreement, provided, however, that sale of the development rights shall not be required as a condition so long as FOSTER continues to participate in the TDR program
- 4 Covenant on Property This agreement shall be a covenant on the Property and shall bind the heirs, executors, assigns, and successors in interest of the undersigned relating to the Property
- 5 Dispute Resolution The CITY and FOSTER mutually agree to use a formal dispute process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. The parties shall use the mediation process in good faith

to attempt to come to Agreement prior to any other litigation or administrative process for the adjudication of their relative rights and responsibilities

- 6 Relationship To Existing Laws And Statutes This Agreement in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this Agreement, all parties shall comply with the requirements of the Growth Management Act, State Environmental Policy Act, Annexation Statutes, and other applicable federal, state or local law.
- 7 Severability Should a court of competent jurisdiction declare any clause, phrase, sentence or paragraph of this AGREEMENT invalid or void, the remaining provisions of this AGREEMENT not so declared shall remain in full force and effect.
- 8 Exercise Of Rights Or Remedies Failure of either party to exercise any rights or remedies under this AGREEMENT shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

Dated this 26 day of January, 2007

CITY OF ARLINGTON

Margaret Larson  
Margaret Larson  
Mayor

Laurin Foster  
Laurin Foster

Date 1-26-07 2-6-07 m.h.


Betty Foster  
Betty Foster

ATTEST



Kathy Peterson  
City Clerk

Approved as to form



Steven J. Perille  
City Attorney

Laurin Foster

Annexation Description

December 6, 2006

That portion of Section 10, Township 31 North, Range 5 East, W.M. described as follows  
Beginning at a point on the North-South centerline of said Section 10 which is 60 00 feet  
North of the South line of the North half of the Northeast quarter of the Southwest quarter of  
said Section 10,

Thence North  $86^{\circ}06'17''$  West, parallel with said South line, a distance of 150 00 feet;

Thence South  $04^{\circ}47'18''$  West, parallel with said North-South centerline, a distance of 129 01  
feet more or less to the centerline of a creek;

Thence North  $80^{\circ}45'39''$  West a distance of 76 05 feet along the centerline of said creek.

Thence North  $70^{\circ}60'13''$  West a distance of 165 54 feet along the centerline of said creek

Thence North  $45^{\circ}01'47''$  West a distance of 25 49 feet along the centerline of said creek to a  
point on said South line;

Thence North  $47^{\circ}30'55''$  West a distance of 126 28 feet,

Thence North  $06^{\circ}09'10''$  West a distance of 66.30 feet,

Thence North  $05^{\circ}09'50''$  East a distance of 218 49 feet,

Thence North  $78^{\circ}19'38''$  West a distance of 45 04 feet,

Thence North  $06^{\circ}09'10''$  West a distance of 258.25 feet to the South right of way line of State  
Route 530,

Thence South  $86^{\circ}50'58''$  East, along said South right of way line, a distance of 561 66 feet,

Thence South  $59^{\circ}18'29''$  East, along said South right of way line, a distance of 20 65 feet to  
the West right of way line of 59<sup>th</sup> Avenue NE,

Thence South  $72^{\circ}16'05''$  East a distance of 61.56 feet to the intersection of the South right of  
way of State Route 530 and the East right of way line of 59<sup>th</sup> Avenue NE,

Thence South  $04^{\circ}47'18''$  West, along said East right of way line, a distance of 546.22 feet,

Thence North  $86^{\circ}06'17''$  West a distance of 30 00 feet to the True Point of Beginning

Situate in the County of Snohomish, State of Washington.

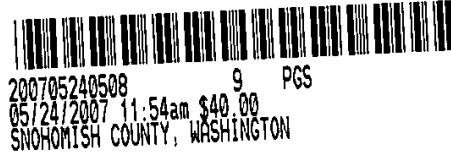
Contains 8.15 Acres, more or less



When Recorded Please Return To

BAILEY, DUSKIN, PEIFFLE, & CANFIELD P S  
P O BOX 188  
ARLINGTON, WA 98223

Our File No 27-424



<b>Document Title(s)</b> (or transactions contained therein) AMENDED AGREEMENT REGARDING CONDITIONS OF ANNEXATION
<b>Grantor(s)</b> (Last name first, then first name and initials) FOSTER, LAURIN and FOSTER, BETTY, H&W
<b>Grantee(s)</b> (Last name first, then first name and initials) CITY OF ARLINGTON
<b>Legal Description</b> (abbreviated i e lot, block, plat or section, township, range, qtr /qtr ) PTN OF SECT 10 TWP 31 N RGE 5 EWM
<b>Reference Number(s)</b> of Documents assigned or released 200703290903
<b>Assessor's Property Tax Parcel/Account Number</b> 31051000301800, 31051000301700, 31051000301600, 31051000302000 & 31051000301900
The Auditor/Recorder will rely on the information provided on the form The staff will not read the document to verify the accuracy or completeness of the indexing information



**AMENDED AGREEMENT REGARDING CONDITIONS OF ANNEXATION**

The parties to this agreement are LAURIN FOSTER and BETTY FOSTER, husband and wife (hereinafter "FOSTER") and the CITY OF ARLINGTON, a municipal corporation of the state of Washington (hereinafter "CITY")

**RECITALS**

- A FOSTER is the owner of approximately 57 acres of property  
Approximately 73 acres of this property, which is legally described on the attached Exhibit "A", has been designated by Snohomish County to be in the CITY's urban growth area (UGA) (hereafter "the Property") The approximately 50 acre balance of FOSTER's land shall be referred to herein as "the Lowland Property"
- B FOSTER has petitioned to the CITY to have the Property annexed to the CITY and the City approved an annexation based on an agreement entitled "Agreement Regarding Conditions of Annexation" which was previously recorded under Snohomish County Auditor's File No 200703290903
- C The parties wish to amend their prior agreement described in paragraph (B) of RECITALS, above This Amended Agreement Regarding Conditions of Annexation supersedes and replaces the prior Agreement Regarding Conditions of Annexation described in paragraph (B) of RECITALS, above

NOW, THEREFORE, the parties do agree as follows

**COVENANTS**

1. **Agreement to Annex** Subject to applicable legal requirements, the CITY has agreed to annex the Property, subject to the following additional conditions.
  - a. FOSTER shall take all steps necessary to cause the Lowland Property to participate in the City of Arlington-Snohomish County Transfer of Development Rights (TDR) program, by which FOSTER agrees to sell the development rights to the Lowland Property at fair market rates based upon appraisal principles. If the City of Arlington-Snohomish County Transfer of Development Rights (TDR) program is discontinued or terminated before FOSTER has sold all or any portion of FOSTER's development rights pursuant to said program, then FOSTER shall not be further obligated to participate in such program in regard to their remaining development rights. "Discontinued or terminated", as used above, shall include a situation in which the TDR program has no receiving area, either formally proposed or in existence, to which FOSTER's development rights can be transferred.
  - b. FOSTER shall dedicate, whether by easement, by reduction of the annexation property, by restrictive covenant, or by other legal means, approximately one acre of the Property to be permanently used for barns or other structures necessary for the support of the agricultural and agri-tourism uses on the Lowland Property. The City shall expeditiously consider a subdivision or other process to separate the approximately one acre from the remainder of the Property. The uses on the

approximately one acre may include a single family residence. The CITY agrees it shall not apply the zoning regulations applicable in its General Commercial zone to the approximately one acre of property once it is subdivided or separated from the remainder of the property, if it is being utilized to support agricultural and agri-tourism uses on the Lowland Property. The CITY agrees that the approximately one acre was "prior converted farmland" and should continue to be treated as such.

- c. FOSTER shall dedicate an easement across the Property sufficiently wide to provide access for tractors and farm equipment to access 59<sup>th</sup> Drive NE from the Lowland Property. Said access may be included within the approximate one acre parcel described in paragraph 1(b) above.

2. Obligations of the Parties FOSTER and the CITY agree to execute whatever additional documents may be reasonably required to fully implement this agreement, including, but not limited to, those easements, restrictive covenants, or other documents which may relate to the use of one acre of the Property for barns or other farming structures, and the access easement or access through the approximately one acre described in paragraphs 1(b) and 1(c), above.

3. CITY may Condition Development on Compliance In addition to whatever other regulations of general application (e.g., the CITY land use code, zoning restrictions,

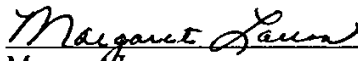
environmental laws) may apply to the Property, FOSTER agrees that the CITY may further condition any future development within the property to be annexed to the CITY upon compliance with the terms and conditions of this agreement. If deemed necessary, the CITY may deny development applications upon the Property until such time as FOSTER has completed the dedications, easements, or other conveyances required by this agreement, provided, however, that sale of the development rights shall not be required as a condition so long as FOSTER continues to participate in the TDR program.

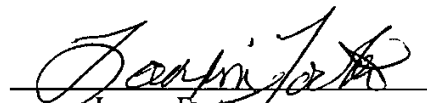
4. Covenant on Property This agreement shall be a covenant on the Property and shall bind the heirs, executors, assigns, and successors in interest of the undersigned relating to the Property. Upon request from FOSTER, the CITY will release all but the approximately one acre of the property from the terms and conditions of this agreement, but only to the extent that FOSTER or their successors and assigns have fully complied with the terms and conditions of this agreement.
  
5. Dispute Resolution The CITY and FOSTER mutually agree to use a formal dispute process such as mediation, through an agreed upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. The parties shall use the mediation process in good faith to attempt to come to Agreement prior to any other litigation or administrative process for the adjudication of their relative rights and responsibilities.

- 6 Relationship To Existing Laws And Statutes This Agreement in no way modifies or supersedes existing laws and statutes. In meeting the commitments encompassed in this Agreement, all parties shall comply with the requirements of the Growth Management Act, State Environmental Policy Act, Annexation Statutes, and other applicable federal, state or local law.
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- 8 Exercise Of Rights Or Remedies Failure of either party to exercise any rights or remedies under this AGREEMENT shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

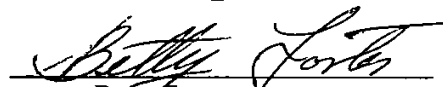
Dated this 21<sup>st</sup> day of May, 2007.

CITY OF ARLINGTON

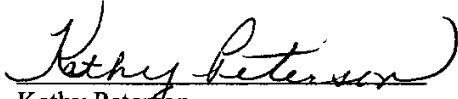
  
Margaret Larson  
Mayor

  
Laurin Foster


Date 5-21-07

  
Betty Foster

ATTEST

  
Kathy Peterson  
City Clerk

Approved as to form

  
Steven J. Peffle  
City Attorney

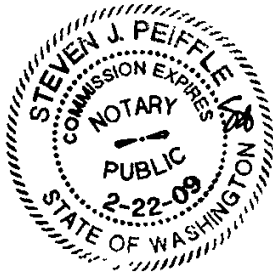
STATE OF WASHINGTON )

ss

COUNTY OF SNOHOMISH )

On this 21<sup>st</sup> day of May, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Margaret Larson and Kathy Peterson, to me known to be the Mayor and City Clerk, respectively, of the City of Arlington, the municipal corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said municipal corporation

Witness my hand and official seal hereto affixed the day and year first above written



*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of Washington, residing at Arlington  
My commission expires 2/22/09  
Name Steven J. Peiffle

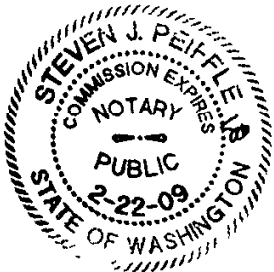
STATE OF WASHINGTON)

.ss

COUNTY OF SNOHOMISH)

On this day personally appeared before me Laurin Foster and Betty Foster, to me known to be the persons who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 21<sup>st</sup> day of May, 2007



*[Handwritten Signature]*

NOTARY PUBLIC in and for the State of Washington, residing at Arlington  
My commission expires 2/22/09  
Name: Steve J. Peiffle

Laurin Foster

Annexation Description

December 6, 2006

That portion of Section 10, Township 31 North, Range 5 East, W.M. described as follows:  
Beginning at a point on the North-South centerline of said Section 10 which is 60.00 feet North of the South line of the North half of the Northeast quarter of the Southwest quarter of said Section 10;

Thence North 86°06'17" West, parallel with said South line, a distance of 150.00 feet;

Thence South 04°47'18" West, parallel with said North-South centerline, a distance of 129.01 feet more or less to the centerline of a creek,

Thence North 80°45'39" West a distance of 76.05 feet along the centerline of said creek;

Thence North 70°60'13" West a distance of 165.54 feet along the centerline of said creek,

Thence North 45°01'47" West a distance of 25.49 feet along the centerline of said creek to a point on said South line,

Thence North 47°30'55" West a distance of 126.28 feet;

Thence North 06°09'10" West a distance of 66.30 feet;

Thence North 05°09'50" East a distance of 218.49 feet;

Thence North 78°19'38" West a distance of 45.04 feet;

Thence North 06°09'10" West a distance of 258.25 feet to the South right of way line of State Route 530;

Thence South 86°50'58" East, along said South right of way line, a distance of 561.66 feet;

Thence South 59°18'29" East, along said South right of way line, a distance of 20.65 feet to the West right of way line of 59<sup>th</sup> Avenue NE,

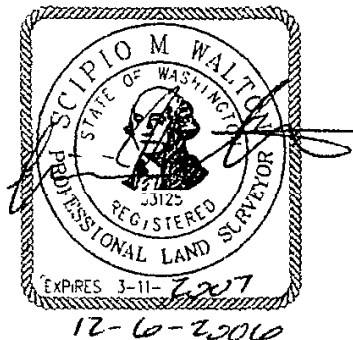
Thence South 72°16'05" East a distance of 61.56 feet to the intersection of the South right of way of State Route 530 and the East right of way line of 59<sup>th</sup> Avenue NE,

Thence South 04°47'18" West, along said East right of way line, a distance of 546.22 feet,

Thence North 86°06'17" West a distance of 30.00 feet to the True Point of Beginning

Situate in the County of Snohomish, State of Washington

Contains 8.15 Acres, more or less.

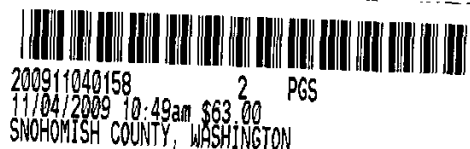




AFTER RECORDING RETURN TO:

BAILEY, DUSKIN, PEIFFLE & CANFIELD, P.S.  
P.O. Box 188  
Arlington, WA 98223

Our File No. 8076



**ACKNOWLEDGMENT  
OF LOTS CREATED BY TESTAMENTARY PROVISIONS  
OR THE LAWS OF DESCENT**

GRANTOR: CITY OF ARLINGTON  
GRANTEE: FOSTER, BETTY ANN  
TAX ACCOUNT NO.: PTN 310510 003 017 00  
LEGAL (Abbrev.): PTN OF SEC 10 TWP 31 N RGE 5 EWM

The parcel which is fully described on Exhibit "A" is hereby declared to be a separate, legally created lot, pursuant to RCW 58.17.040(3) and Arlington Municipal Code 20.16.310(3) and, upon compliance with all other development regulations of the City of Arlington, is eligible for the issuance of development permits.

Signed: *Bill Ba* Title: Assistant Director Date: 10-30-09  
Community Development

## EXHIBIT "A"

PARCEL E

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 10;  
THENCE NORTH 86°27'37" WEST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 620.00 FEET;  
THENCE SOUTH 06°09'10" EAST A DISTANCE OF 51.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 530 AND THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 06°09'10" EAST A DISTANCE OF 258.25 FEET;  
THENCE SOUTH 78°19'38" EAST A DISTANCE OF 45.04 FEET;  
THENCE SOUTH 05°09'50" WEST A DISTANCE OF 218.49 FEET;  
THENCE SOUTH 06°09'10" EAST A DISTANCE OF 5.76 FEET;  
THENCE SOUTH 47°30'35" EAST A DISTANCE OF 93.60 FEET;  
THENCE SOUTH 86°06'17" EAST, PARALLEL WITH THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 412.61 FEET TO THE WEST RIGHT OF WAY LINE OF 59<sup>TH</sup> AVE SE;  
THENCE NORTH 04°47'18" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 327.72 FEET;  
THENCE NORTH 86°27'37" WEST A DISTANCE OF 119.99 FEET;  
THENCE NORTH 22°52'50" WEST A DISTANCE OF 246.92 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROUTE 530;  
THENCE NORTH 86°50'58" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 345.52 FEET TO THE POINT OF BEGINNING.

AFTER RECORDING RETURN TO:

BAILEY, DUSKIN, PEIFFLE & CANFIELD, P.S.  
P.O. Box 188  
Arlington, WA 98223

Our File No. 8076



200911040159 2 PGS  
11/04/2009 10:49am \$63.00  
SNOHOMISH COUNTY, WASHINGTON

**ACKNOWLEDGMENT  
OF LOTS CREATED BY TESTAMENTARY PROVISIONS  
OR THE LAWS OF DESCENT**

GRANTOR: CITY OF ARLINGTON  
GRANTEE: FOSTER, BRIAN J. and FOSTER, BETTY ANN, as co-trustees  
of the Laurin Foster Testamentary Trust  
TAX ACCOUNT NO.: PTN 310510 003 017 00  
LEGAL (Abbrev.): PTN OF SEC 10 TWP 31 N RGE 5 EWM

The above parcel, which is more fully described on Exhibit "A" is hereby declared to be a separate, legally created lot, pursuant to RCW 58.17.040(3) and Arlington Municipal Code 20.16.310(3) and, upon compliance with all other development regulations of the City of Arlington, is eligible for the issuance of development permits.

Signed: Bill Bal Title: Assistant Director Date: 10-30-09  
Community Development

## EXHIBIT "A"

FARM TRACT

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 10,  
TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH HALF OF  
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID  
SECTION 10;

THENCE NORTH 04°47'18" EAST, ALONG THE EAST LINE THEREOF, A  
DISTANCE OF 80.00 FEET;

THENCE NORTH 86°06'17" WEST, PARALLEL WITH THE SOUTH LINE OF  
SAID NORTH HALF, A DISTANCE OF 30.00 FEET TO WEST RIGHT OF  
WAY LINE OF 59<sup>TH</sup> AVE NE AND THE TRUE POINT OF BEGINNING;  
THENCE CONTINUE NORTH 86°06'17" WEST A DISTANCE OF 412.61  
FEET;

THENCE NORTH 47°30'35" WEST A DISTANCE OF 93.60 FEET;

THENCE SOUTH 06°09'10" EAST A DISTANCE OF 60.54 FEET;

THENCE SOUTH 47°30'35" EAST A DISTANCE OF 126.28 FEET TO THE  
SOUTH LINE OF SAID NORTH HALF;

THENCE SOUTH 45°01'47" EAST, ALONG A DITCH, A DISTANCE OF  
25.49 FEET;

THENCE SOUTH 70°16'13" EAST, ALONG A DITCH, A DISTANCE OF  
165.54 FEET;

THENCE SOUTH 80°45'39" EAST, ALONG A DITCH, A DISTANCE OF  
76.05 FEET;

THENCE NORTH 04°47'18" EAST, PARALLEL WITH THE EAST LINE OF  
SAID NORTH HALF, A DISTANCE OF 129.01 FEET TO A POINT WHICH IS  
60.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE  
SOUTH LINE OF SAID NORTH HALF;

THENCE SOUTH 86°06'17" EAST, PARALLEL WITH SAID SOUTH LINE, A  
DISTANCE OF 120.00 FEET TO SAID WEST RIGHT OF WAY LINE;

THENCE NORTH 04°47'18" EAST, ALONG SAID RIGHT OF WAY LINE, A  
DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONTAINS 0.92 ACRE, MORE OR LESS.

**Exhibit A – Legal Description**

PARCEL A:

Lots A, B, C, D, J, and K, Snohomish County Boundary Line Adjustment No. 06-132755, recorded under Recording No. 200611160662, and as shown on Record of Survey Recording No. 200611165008, records of Snohomish County, Washington; being a portion of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M., Snohomish County, Washington;

PARCEL B:

That portion of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the Southeast corner of the North half of the Northeast quarter of the Southwest quarter of said Section 10;

Thence North 04°47'18" East, along the East line thereof, a distance of 80.00 feet;  
Thence North 86°06'17" West parallel with the South line of said North half, a distance of 30.00 feet, to the West right-of-way line of 59th Avenue Northeast and the True Point of Beginning;  
Thence continue North 86°06'17" West a distance of 412.61 feet;  
Thence North 47°30'35" West a distance of 93.60 feet;  
Thence South 06°09'10" East a distance of 60.54 feet;  
Thence South 47°30'35" East a distance of 126.28 feet, to the South line of said North half;  
Thence South 45°01'47" East, along a ditch, a distance of 25.49 feet;  
Thence South 70°16'13" East, along a ditch, a distance of 165.54 feet;  
Thence South 80°45'39" East, along a ditch, a distance of 76.05 feet;  
Thence North 04°47'18" East, parallel with the East line of said North half, a distance of 129.01 feet to a point which is 60.00 feet North of, when measured at right angles to, the South line of said North half;  
Thence South 86°06'17" East, parallel with said South line, a distance of 120.00 feet to said West right-of-way line;  
Thence North 04°47'18" East, along said right-of-way line, a distance of 20.00 feet, to the True Point of Beginning;

(Being a portion of New Parcel E, City of Arlington Boundary Line Adjustment No. 06-132755, recorded under Recording No. 200611160662 and as delineated on Record of Survey recorded under Recording No. 200611165008)

Situate in the County of Snohomish, State of Washington.



## 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 EXTRACTIONAL 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.

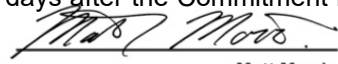
Countersigned by:




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.

*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.*

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Page 2



- (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<sup>®</sup> 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: 808269RT**

Property Address: VACANT LAND, Arlington, WA 98223

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](mailto:thetitleteam@rainiertitle.com)

## SCHEDULE A

1. Commitment Date: June 3, 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:

The heirs and devisees of Betty A. Foster, also appearing of record as Betty Ann Foster, deceased

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

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

*Schedule A – ALTA<sup>®</sup> 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.: 808269RT

### EXHIBIT 'A'

#### PARCEL A:

Lots A, B, C, D, J, and K, Snohomish County Boundary Line Adjustment No. 06-132755, recorded under Recording No. 200611160662, and as shown on Record of Survey Recording No. 200611165008, records of Snohomish County, Washington; being a portion of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M., Snohomish County, Washington;

#### PARCEL B:

That portion of the Southwest quarter of Section 10, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Commencing at the Southeast corner of the North half of the Northeast quarter of the Southwest quarter of said Section 10;

Thence North 04°47'18" East, along the East line thereof, a distance of 80.00 feet;

Thence North 86°06'17" West parallel with the South line of said North half, a distance of 30.00 feet, to the West right-of-way line of 59th Avenue Northeast and the True Point of Beginning;

Thence continue North 86°06'17" West a distance of 412.61 feet;

Thence North 47°30'35" West a distance of 93.60 feet;

Thence South 06°09'10" East a distance of 60.54 feet;

Thence South 47°30'35" East a distance of 126.28 feet, to the South line of said North half;

Thence South 45°01'47" East, along a ditch, a distance of 25.49 feet;

Thence South 70°16'13" East, along a ditch, a distance of 165.54 feet;

Thence South 80°45'39" East, along a ditch, a distance of 76.05 feet;

Thence North 04°47'18" East, parallel with the East line of said North half, a distance of 129.01 feet to a point which is 60.00 feet North of, when measured at right angles to, the South line of said North half;

Thence South 86°06'17" East, parallel with said South line, a distance of 120.00 feet to said West right-of-way line;

Thence North 04°47'18" East, along said right-of-way line, a distance of 20.00 feet, to the True Point of Beginning;

(Being a portion of New Parcel E, City of Arlington Boundary Line Adjustment No. 06-132755, recorded under Recording No. 200611160662 and as delineated on Record of Survey recorded under Recording No. 200611165008)

Situate in the County of Snohomish, State of Washington.

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

*Exhibit A – ALTA<sup>®</sup> Commitment for Title Insurance (8/1/16)  
Form: C.G.U.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.: 808269RT

## SCHEDULE B, PART I

### Requirements

All of the following Requirements must be met:

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

First page or cover sheet:

3" top margin containing nothing except the returned address.

1" side and bottom margins containing no markings or seals

Title(s) of documents

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

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

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

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

Assessor's tax parcel number(s).

Return address (in top 3" margin).

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

Additional Pages:

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

All Pages:

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

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

## END OF SCHEDULE B PART I

*This page is only a part of a 2016 ALTA<sup>®</sup> 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<sup>®</sup> 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.: 808269RT

### 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<sup>®</sup> 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.: 808269RT

### 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<sup>®</sup> 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.: 808269RT**

**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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3. The lands described herein have been classified as Farm and Agricultural, disclosed by Notice recorded under Recording No. [8005080076](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

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

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

Year: 2022  
Amount billed: \$95.00  
Amount paid: \$47.50  
Amount unpaid: \$47.50  
Tax Account No.: 31-0510-003-013-00  
Affects Lot A, Parcel A

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$37,100.00  
Assessed value of improvements: \$0.00

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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

Year: 2022  
Amount billed: \$142.74  
Amount paid: \$71.37  
Amount unpaid: \$71.37  
Tax Account No.: 31-0510-003-014-00  
Affects Lot B, Parcel A

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$58,000.00  
Assessed value of improvements: \$0.00

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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Form: C.GU.1002*



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

Year: 2022  
Amount billed: \$169.84  
Amount paid: \$84.92  
Amount unpaid: \$84.92  
Tax Account No.: 31-0510-003-015-00  
Affects Lot C, Parcel A

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$69,300.00  
Assessed value of improvements: \$0.00

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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

Year: 2022  
Amount billed: \$115.77  
Amount paid: \$57.88  
Amount unpaid: \$57.89  
Tax Account No.: 31-0510-003-016-00  
Affects Lot D, Parcel A

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$52,100.00  
Assessed value of improvements: \$0.00

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

Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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Form: C.G.U.1002*





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

Year: 2022  
Amount billed: \$95.92  
Amount paid: \$47.96  
Amount unpaid: \$47.96  
Tax Account No.: 31-0510-003-019-00  
Affects Lot J, Parcel A

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$37,700.00  
Assessed value of improvements: \$0.00

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:  
Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

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

Year: 2022  
Amount billed: \$85.64  
Amount paid: \$42.82  
Amount unpaid: \$42.82  
Tax Account No.: 31-0510-003-020-00  
Affects Lot K, Parcel A

Levy code: 01151  
Use Code: 830  
Assessed value of land: \$33,100.00  
Assessed value of improvements: \$0.00

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:  
Betty A. Foster  
5818 SR 530 NE  
Arlington, WA 98223

10. General taxes and charges for the year 2022, which have been paid.

Amount: \$14.59  
Tax Account No.: 31-0510-003-021-00  
Affects Parcel B

Levy code: 00110  
Assessed value of land: \$1,400.00  
Assessed value of improvements: \$0.00

Based on the Treasurer's records, the name and address of the last taxpayer/owner is:  
Laurin Foster Testamentary Trust  
5818 SR 530 NE  
Arlington, WA 98223

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11. A search of the public record did not disclose any open Mortgages or Deeds of Trust for the property herein described. The Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements and/or to add additional items or exceptions upon receipt of the requested evidence.
12. Pending probate proceedings under a non-intervention will. The Personal Representative is authorized to administer the estate without intervention of court and to transfer or encumber decedent's interest in the land.

Decedent: Betty Ann Foster  
Will admitted: May 11, 2018  
Personal Representative: Brian J. Foster  
Probate Case No.: 18-4-00871-4  
Attorney for the Estate: Steven Peiffle

Note: Please submit a certified copy of the Letters Testamentary, or in the case of intestate administration, a certified copy of the Letters of Administration, showing that the grantor is the court appointed Executor/Executrix or Administrator with the Recording Package.

13. Possible lien against the Estate of Betty Ann Foster, deceased, pursuant to RCW 43.20B.080 and WAC 388-527-2730 through 2790, in favor of the State of Washington, Department of Social and Health Services for recovery of costs of medical care provided, if any.

This exception may be deleted upon evidence satisfactory to the Company that no benefits have been received or that all such benefits received have been repaid. Please submit an assurance letter from the attorney representing the Estate for our review.

14. Lien of State and Federal Estate Taxes, if any, upon the Estate of Betty Ann Foster, deceased.

County of: Snohomish  
Probate Case No.: 18-4-00871-4

This exception may be deleted upon evidence satisfactory to the Company that no taxes are owing or that all taxes have been paid. Please submit an assurance letter from the attorney representing the Estate for our review.

15. We find no conveyances within the last 36 months.

NOTE: The Recording No. of the Deed under which title is held is: [200911090512](#), as to Parcel B and [201007140130](#) as to the remainder.

16. 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.

17. 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.

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18. Easement and the terms and conditions thereof:  
 Grantee: Public Utility District No. 1 of Snohomish County  
 Purpose: Electric transmission and/or distribution line(s)  
 Area affected: a portion of said premises  
 Recorded: August 25, 1993  
 Recording No.: [9308250055](#)
19. Easement and the terms and conditions thereof:  
 Purpose: ingress, egress and utilities  
 Area affected: a portion of said premises  
 As disclosed by: Easement  
 Recorded: December 10, 2001  
 Recording No.: [200112100150](#)
20. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the boundary line adjustment recorded under Recording No. [200611160662](#).
21. All covenants, conditions, restrictions, reservations, easements or other servitudes, if any, but omitting restrictions, if any, based upon race, color, creed or national origin, disclosed by the survey recorded under Recording No. [200611165008](#).
22. Agreement Regarding Conditions of Annexation and the terms and conditions thereof:  
 Recorded: March 29, 2007  
 Recording No.: [200703290903](#)
- And amendments thereto:  
 Recording No(s).: [200705240508](#)
23. Acknowledgment of Lots Created By Testamentary Provisions Or The Laws Of Descent and the terms and conditions thereof:  
 Recorded: January 10, 2009  
 Recording No.: [200911040158](#) and [200911040159](#)
24. NOTE: A search of the County records indicates the Vestee herein does own contiguous property; Parcel No. 31-0510-003-017-00, vesting deed Recording No. [200911090511](#).

### End of Special Exceptions

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**ALTA COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B PART II CONTINUED**  
ISSUED BY RAINIER TITLE AGENT FOR  
STEWART TITLE GUARANTY COMPANY

**File No.: 808269RT**

**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: New Parcel A, B, C, D, ptn. E, J, K, SC BLA 06-132755BA, Rec. No. 200611160662; ROS Rec. No. 200611165008; being a ptn. of SW qtr. Sec. 10, Twn. 31N., Rng. 5E., W.M., Snohomish Co.
- E. Property Address VACANT LAND, Arlington, WA 98223
- F. VACANT LAND, Arlington, WA 98223
- G. Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, telephone, gas, electricity or garbage and refuse collection.
- H. To help conserve natural resources, we will automatically issue the forthcoming original policy(ies) electronically. Please provide us with a current e-mail address for the new owner and/or lender prior to closing or by emailing [thetitleteam@rainiertitle.com](mailto:thetitleteam@rainiertitle.com). A hard copy version may be issued upon request.
- I. Notice: Please be aware that due to the conflict between federal and state laws concerning cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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**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 nota 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: 808269RT



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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.

<b>Reasons we can share your personal information.</b>	<b>Do we share</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> — 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
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — 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
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – 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 <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> 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

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	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.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> 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.
<b>What sharing can I limit?</b>	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