

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 20____ (the “Effective Date”), by and between **John F. Roth III, Successor Trustee under the Patricia R. Roth Trust, U/A dated May 20, 2019** (“Seller A”) as to parcels under tax numbers 270704-003-010-00 and 270704-003-007-00, and **Roth Family Investments, LLC**, a Washington limited liability company (“Seller B”) as to parcels under tax numbers 270704-003-008-00, 270709-002-005-00, 270709-002-002-00, 270709-002-003-00, 270709-002-004-00, and **Snohomish County**, a political subdivision of the State of Washington (“Buyer”).

1. Real Property. Seller A is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 37.59 acres of improvements and vacant land located at 23014 Sofie Road, Monroe, WA 98272 identified by assessor tax parcel numbers 270704-003-010-00 and 270704-003-007-00 and more particularly described on **Exhibit A** to this Agreement (“Property A”). Seller A hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller A, Property A and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

Seller B is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 119.46 acres of vacant land located at 23014 Sofie Road, Monroe, WA 98272 identified by assessor tax parcel numbers 270704-003-008-00, 270709-002-005-00, 270709-002-002-00, 270709-002-003-00, and 270709-002-004-00, and more particularly described on **Exhibit B** to this Agreement (“Property B”). Seller B hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller B, Property B and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Purchase Price; Earnest Money; Nonresidential Relocation. The total purchase price for both Property A and Property B shall be **Two Million Three Hundred Sixty Thousand and no/100 (\$2,360,000.00)** (“Purchase Price”). The Buyer will pay the Purchase Price in cash at closing. No earnest money payment shall be made or required.

3. Title.

3.1 Conveyance. At closing, Sellers A and B shall convey Properties A and B, respectively, to Buyer by duly executed and acknowledged Statutory Warranty Deeds in substantially the forms attached to this Agreement as **Exhibit C** and **Exhibit D** (the “Deeds”), free and clear of all defects and encumbrances other than non-delinquent taxes

and any exceptions to title approved by Buyer pursuant to Section 3.2 below. Monetary encumbrances not assumed by Buyer shall be removed by Sellers A and B at or before closing.

3.2 Preliminary Commitment; Condition of Title from Sellers A and B. Buyer has received a preliminary commitment (the "Preliminary Commitment") for title insurance for Properties A and B from Rainier Title (the "Title Company"), Order No. 812135RT, dated May 24, 2024. Buyer agrees to accept title to Properties A and B subject to the following matters shown as Special Exceptions Nos 9, 10, 11, 21 through 33 and 2nd ½ 2023 taxes of Schedule B of the Preliminary Commitment. The following paragraphs shall be cleared in escrow prior to closing: No.'s 1, 12, 13, 14, 15, 16, 17, 18, 19 and 1st ½ 2023 taxes.

3.3 Title Insurance. At closing, the Sellers shall cause the Title Company to issue to Buyer, at Buyer's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), for the policy, dated as of the closing date, insuring Buyer's fee simple title to Property A and Property B in the face amount of the Purchase Price, subject only to the standard form of General Exceptions and the Special Exceptions approved by Buyer pursuant to Section 3.2 above.

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

5. Seller's Representations and Warranties. Sellers represent and warrant to Buyer as of the Effective Date, and again as of the date of closing, and as to their respective property interests in Property A and Property B, as follows:

(a) To the best of Sellers' knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to Property A, Property B or any portion of either.

(b) Sellers have no knowledge of any material defect in Property A or Property B, whether latent or patent.

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

(d) Sellers have no knowledge, nor have Sellers received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of Property A or Property B.

(e) Sellers have no knowledge, nor have Sellers received written notice, of any default or breach by either Seller under any covenants, conditions, restrictions, rights of way or easements affecting Property A, Property B or any portion of either.

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

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

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

6. Sellers' Covenants. Each Seller covenants, as to their respective interests in Property A and Property B, to Buyer as follows:

(a) Sellers shall pay for any broker's or other commissions or fees incurred by the Sellers in connection with the sale of these Properties, if any, and Sellers shall indemnify and hold Buyer harmless from all claims for commissions or fees, if any.

(b) Upon closing, neither Property A nor Property B will be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.

(c) Unless otherwise provided in this Agreement, Sellers shall remove all debris and personal property located on Property A and Property B before closing, at Sellers' sole cost and expense.

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

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

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

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

9. Risk of Loss. Sellers will bear the risk of loss of, or damage to, either Property A or Property B, as the case may be, until the date of closing. In the event of material loss of or damage to Property A or Property B prior to closing, Buyer may terminate this Agreement by giving written notice of termination to Sellers.

10. Closing.

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

10.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through Rainier Title located at 2722 Colby Avenue, Suite 125, Everett, WA 98201 (the "Escrow Agent").

10.3 Closing Date. The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than **July 31, 2023 or sooner**, (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

10.4 Closing Documents and Funds. On or before the date of closing, Buyer and Sellers shall each deposit with the Escrow Agent all instruments, documents, and

monies necessary to complete the transaction contemplated by this Agreement. Sellers will be required to provide Escrow Agent two (2) weeks prior to closing a completed "Notice of Request to Withdraw Current Use Assessment Classification Chapter 84.34 RCW" form.

10.5 Closing Costs; Prorations. Buyer will pay the following closing costs: (i) the premium for the Title Policy; (ii) the cost of recording the Deeds (iii) the Escrow Agent's escrow fee, and (iv) real estate excise. Sellers shall pay all real estate taxes owing on their respective properties on or before the date of closing. Water and other utilities shall be prorated as of closing, if any. All other costs of closing, if any, shall be borne by Buyer.

11. Possession. Sellers shall deliver possession of Property A and Property B, respectively, to Buyer upon closing.

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

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

If to Sellers:

John F. Roth, III, Successor Trustee under
Patricia R. Roth Trust, u/a dated May 20, 2019

Roth Family Investments, LLC

John F. Roth, III
23014 Sofie Road
Monroe, WA 98272
(206) 979-6466

Michael Hanis
6703 South 234th, Suite 300
Kent, WA 98032
(253) 520-5000

If to Buyer:

Snohomish County Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201

(425) 388-3400

If to Escrow Agent:

Rainier Title
Escrow Department
2722 Colby Avenue, Suite 125
Everett, WA 98201
(425) 551-5501

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

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

EXHIBIT A – Legal Description for the Patricia R. Roth Trust, u/a dated May 20, 2019 property

EXHIBIT B – Legal Description for the Roth Family Investments, LLC property

EXHIBIT C – Statutory Warranty Deed for Patricia R. Roth Trust, u/a dated May 20, 2019

EXHIBIT D – Statutory Warranty Deed for Roth Family Investments, LLC

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

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

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

SELLER: Patricia R. Roth Trust, u/a
dated May 20, 2019

SELLER: Roth Family Investments,
LLC

By _____
Title: Successor Trustee

By _____
Title: _____

Date: _____

Date: _____

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

By _____
JaNae Nelson
Director of Facilities and Fleet

Date: _____

Approved as to Form

 06-29-2023

Deputy Prosecuting Attorney Date

EXHIBIT A

Legal Description of Property A for Seller A (Patricia R. Roth Trust, u/a dated May 20, 2019)

Parcel F:

All that part of the Northwest quarter of the Southwest quarter of Section 4, Township 27 North, Range 7 East, W.M.,

Snohomish County, Washington, lying South of the Great Northern Railroad right of way;

EXCEPT roads; and

EXCEPT the following described tracts:

COMMENCING at the West quarter corner of said Section 4, thence due South along the West line thereof for 390.81 feet;

Thence South 48°30' East along the South line of Fern Bluff County Road for 300.42 feet to the point of beginning;

Thence continue along the South line of said county road, South 52°33'27" East for 454.95 feet;

Thence South 58°53'50" East for 50.25 feet;

Thence due South parallel with the West line of said Section 4 for 295.79 feet;

Thence due West for 299.24 feet;

Thence due South parallel with the West line of said Section 4 for 1475.15 feet, more or less, to the South line of said

Section 4;

Thence Westerly along said South line for 330.01 feet to the Southwest corner of said Section 4;

Thence due North along said West line of Section 4 for 1885.4 feet to a point 780.74 feet South of said West one-quarter

corner;

Thence due East for 225.00 feet;

Thence due North for 190.87 feet to the true point of beginning; and

COMMENCING at the West corner of said Section 4, thence due South along the West line of said Section 4 for 390.81 feet

to the true point of beginning;

Thence continue due South along said Section line for 389.93 feet;

Thence due East for 225.00 feet;

Thence due North for 190.27 feet to the Southerly margin of the county road;

Thence Northwesterly along said Southerly margin for 300.42 feet to the true point of beginning; and

EXCEPTING therefrom that portion thereof lying North of County Road;

Parcel G:

The Southwest quarter of the Southwest quarter of Section 4, Township 27 North, Range 7 East, W.M.;

EXCEPT roads; and

EXCEPT the following described tracts:

COMMENCING at the West quarter corner of said Section 4, thence due South along the West line thereof for 390.81 feet;

Thence South 48°30' East along the South line of Fern Bluff County Road for 300.42 feet to the point of beginning;

Thence continue along the South line of said county road, South 52°33'27" East for 454.95 feet;

Thence South 58°53'50" East for 50.25 feet;

Thence due South parallel with the West line of said Section 4 for 295.79 feet;

Thence due West for 299.24 feet;

Thence due South parallel with the West line of said Section 4 for 1475.15 feet, more or less, to the South line of said Section 4;
Thence Westerly along said South line for 330.01 feet to the Southwest corner of said Section 4;
Thence due North along said West line of Section 4 for 1885.4 feet to a point 780.74 feet South of said West one-quarter corner;
Thence due East for 225.00 feet;
Thence due North for 190.87 feet to the true point of beginning;

Situate in the County of Snohomish, State of Washington.

EXHIBIT B

Legal description of Property B for Seller B (Roth Family Investment, LLC)

Parcel A:

All that part of the East half of the Southwest quarter of Section 4, Township 27 North, Range 7 East, W.M., in Snohomish County, Washington, lying Southerly of the slough; EXCEPT the East 20 feet thereof;

Together with a non-exclusive easement for ingress and egress over, along and across a 20 foot strip of land along the North side of said slough beginning at the West line of said Southeast one-fourth of Southwest one-fourth and running thence Northeasterly along the North side of said slough to the East side of existing culver over said slough and thence Southerly across said culvert to the South side of the slough.

Parcel B:

The West half of the East half of the Northeast quarter of the Northwest quarter of Section 9, Township 27 North, Range 7 E, W.M., in Snohomish County, Washington.

Parcel C:

The West half of the Northeast quarter of the Northwest quarter of Section 9, Township 27 North, Range 7 E, W.M., in Snohomish County, Washington.

Parcel D:

Government Lot 3, Section 9, Township 27 North, Range 7 East, W.M., in Snohomish County, Washington;

Parcel E:

Government Lot 4, Section 9, Township 27 North, Range 7 East, W.M., in Snohomish County, Washington; LESS the following described portion thereof:

Commencing at the Northwest corner of said Government Lot 4;
Thence South 00°26'51" East 272.10 feet, along the West line of said Section 9, to the true point of beginning; Thence South 40°22'20" East 842.34 feet;
Thence South 00°26'51" East 282 feet, more or less, to the South line of said Government Lot 4;
Thence Northwesterly 632 feet, more or less, along the South line of said Government Lot 4, to the West line of said Section 9;
Thence North 00°26'51" West 605 feet, more or less, along the West line of said Section 9 to the point of beginning.

Situate in the County of Snohomish, State of Washington

EXHIBIT C

**FORM OF STATUTORY WARRANTY DEED
For the Patricia R. Roth Trust, U/A dated May 20, 2019**

Return Address:

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

Document Title(s) (or transactions contained therein):

Statutory Warranty Deed

Reference Number(s) of Related Documents: N/A

Grantor(s) (Last name first, then first name and initials):

John F. Roth, III, Successor Trustee under the Patricia R. Roth Trust, U/A dated May 20, 2019

Grantee(s) (Last name first, then first name and initials):

Snohomish County, a political subdivision of the State of Washington

Legal description (abbreviated: i.e. lot, block, plat or section, township, range PTNS. Of the NWQ SWQ and the SWQ SWQ 4-27—7E

All Situate in the County of Snohomish, State of Washington

Assessor's Property Tax Parcel/Account Number

270705-003-010-00 and 270704-003-007-00

STATUTORY WARRANTY DEED

Grantor, **John F. Roth, III, Successor Trustee under the Patricia R. Roth Trust, U/A dated May 20, 2019** as to parcels under tax numbers 270705-003-010-00 and 270704-003-007-00, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to Grantee, **Snohomish County, a political subdivision of the State of Washington**, that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the "Property"), subject to the matters identified on Schedule 2 attached hereto.

DATED: _____

Grantor: Patricia R. Roth Trust, U/A dated May 20, 2019

By: _____
Printed Name: _____
Title: _____

Grantee: Snohomish County
Accepted and Acknowledged

JaNae Nelson, Director of Facilities and Fleet

Schedule 1
Legal Description of Property (Patricia R. Roth Trust, U/A dated May 19, 2019)

Parcel F:

All that part of the Northwest quarter of the Southwest quarter of Section 4, Township 27 North, Range 7 East, W.M.,
Snohomish County, Washington, lying South of the Great Northern Railroad right of way;
EXCEPT roads; and
EXCEPT the following described tracts:

COMMENCING at the West quarter corner of said Section 4, thence due South along the West line thereof for 390.81 feet;
Thence South 48°30' East along the South line of Fern Bluff County Road for 300.42 feet to the point of beginning;
Thence continue along the South line of said county road, South 52°33'27" East for 454.95 feet;
Thence South 58°53'50" East for 50.25 feet;
Thence due South parallel with the West line of said Section 4 for 295.79 feet;
Thence due West for 299.24 feet;
Thence due South parallel with the West line of said Section 4 for 1475.15 feet, more or less, to the South line of said
Section 4;
Thence Westerly along said South line for 330.01 feet to the Southwest corner of said Section 4;
Thence due North along said West line of Section 4 for 1885.4 feet to a point 780.74 feet South of said West one-quarter corner;
Thence due East for 225.00 feet;
Thence due North for 190.87 feet to the true point of beginning; and

COMMENCING at the West corner of said Section 4, thence due South along the West line of said Section 4 for 390.81 feet
to the true point of beginning;
Thence continue due South along said Section line for 389.93 feet;
Thence due East for 225.00 feet;
Thence due North for 190.27 feet to the Southerly margin of the county road;
Thence Northwesterly along said Southerly margin for 300.42 feet to the true point of beginning; and
EXCEPTING therefrom that portion thereof lying North of County Road;

Parcel G:

The Southwest quarter of the Southwest quarter of Section 4, Township 27 North, Range 7 East, W.M.;
EXCEPT roads; and
EXCEPT the following described tracts:

COMMENCING at the West quarter corner of said Section 4, thence due South along the West line thereof for 390.81 feet;
Thence South 48°30' East along the South line of Fern Bluff County Road for 300.42 feet to the point of beginning;
Thence continue along the South line of said county road, South 52°33'27" East for 454.95 feet;
Thence South 58°53'50" East for 50.25 feet;
Thence due South parallel with the West line of said Section 4 for 295.79 feet;
Thence due West for 299.24 feet;
Thence due South parallel with the West line of said Section 4 for 1475.15 feet, more or less, to the South line of said
Section 4;
Thence Westerly along said South line for 330.01 feet to the Southwest corner of said Section 4;

Thence due North along said West line of Section 4 for 1885.4 feet to a point 780.74 feet South of said West one-quarter corner;
Thence due East for 225.00 feet;
Thence due North for 190.87 feet to the true point of beginning;

Situate in the County of Snohomish, State of Washington

Schedule 2

Special Exceptions

9. The lands described herein have been classified as farm and agricultural, disclosed by Notice recorded under Recording No(s). [2341592](#) and [2349485](#) 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.
Notice of Compliance regarding farm and agricultural classification retention recorded under Recording No. [7704140188](#). Said instrument affects Parcels A, B, C, and D.
10. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
11. Notice of Moratorium on Non-Forestry Use of Land and the terms and conditions thereof:
Recorded: December 14, 1998
Recording No.: [9812140045](#)
21. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
22. Easement and the terms and conditions thereof:
Purpose: Ingress, egress and utilities
Area affected: a portion of said premises
Recorded: October 28, 1966
Recording No.: [1908264](#)
Affects: Parcel A
Said easement contains a covenant to bear equal share of cost of construction, maintenance or repair of same.
23. Terms, covenants, conditions provisions contained in an easement serving said premises, as contained in instrument:
Recorded: October 28, 1966
Recording No.: [1908264](#)
Regarding: Easement for ingress, egress, and utilities over adjoining property
Said easement contains a covenant to bear equal share of cost of construction, maintenance or repair of same.
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 short plat recorded under Recording No. [7706100298](#).
25. Notice of Moratorium on Non-Forestry Use of Land and the terms and conditions thereof:
Recorded: December 14, 1998
Recording No.: [9812140045](#)
26. 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 affidavit of boundary line adjustment recorded under Recording No. [9104180194](#).
27. Lack of a recorded easement providing access to the lands herein described from any public road.
Affects: Parcels B, C, D, and E
28. Rights of State of Washington to that portion of the land, if any, lying in the bed of unnamed slough, if that waterway is navigable.

Affects: Parcels A and F

29. 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 Skykomish River.

Affects: Parcels D and E

30. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Skykomish River.

31. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of unnamed slough.

32. Rights and easements of the public for commerce, navigation, recreation and fisheries.

33. 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

EXHIBIT D

**FORM OF STATUTORY WARRANTY DEED
For Roth Family Investments, LLC**

Return Address:

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

Document Title(s) (or transactions contained therein):

Statutory Warranty Deed

Reference Number(s) of Related Documents: N/A

Grantor(s) (Last name first, then first name and initials):

Roth Family Investments LLC, a Washington limited liability company

Grantee(s) (Last name first, then first name and initials):

Snohomish County, a political subdivision of the State of Washington

Legal description (abbreviated: i.e. lot, block, plat or section, township, range

PTN of the SEQ SWQ 4-27-7E, Ptn of Gov Lots 3 and 4, and Ptn of the NEQ NWQ, all in 9-27-7E

All Situate in the County of Snohomish, State of Washington

Assessor's Property Tax Parcel/Account Number

270704-003-008-00, 27079809-002-005-00, 270709-002-002-00, 270709-002-003-00, 270709-002-004-00

STATUTORY WARRANTY DEED

Grantor, **Roth Family Investments LLC, a Washington limited liability company** as to parcels under tax numbers 270704-003-008-00, 27079809-002-005-00, 270709-002-002-00, 270709-002-003-00, 270709-002-004-00, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to Grantee, **Snohomish County, a political subdivision of the State of Washington**, that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the "Property"), subject to the matters identified on Schedule 2 attached hereto.

DATED: _____

Grantor: Roth Family Investments, LLC

By: _____

Printed Name: _____

Title: _____

Grantee: Snohomish County
Accepted and Acknowledged

JaNae Nelson, Director of Facilities and Fleet

Schedule 1
Legal Description of Property (Roth Family Investments, LLC)

Parcel A:

All that part of the East half of the Southwest quarter of Section 4, Township 27 North, Range 7 East, W.M., in Snohomish County, Washington, lying Southerly of the slough; EXCEPT the East 20 feet thereof;

Together with a non-exclusive easement for ingress and egress over, along and across a 20 foot strip of land along the North side of said slough beginning at the West line of said Southeast one-fourth of Southwest one-fourth and running thence Northeasterly along the North side of said slough to the East side of existing culver over said slough and thence Southerly across said culvert to the South side of the slough.

Parcel B:

The West half of the East half of the Northeast quarter of the Northwest quarter of Section 9, Township 27 North, Range 7 E, W.M., in Snohomish County, Washington.

Parcel C:

The West half of the Northeast quarter of the Northwest quarter of Section 9, Township 27 North, Range 7 E, W.M., in Snohomish County, Washington.

Parcel D:

Government Lot 3, Section 9, Township 27 North, Range 7 East, W.M., in Snohomish County, Washington;

Parcel E:

Government Lot 4, Section 9, Township 27 North, Range 7 East, W.M., in Snohomish County, Washington;

LESS the following described portion thereof:

Commencing at the Northwest corner of said Government Lot 4;

Thence South 00°26'51" East 272.10 feet, along the West line of said Section 9, to the true point of beginning;

Thence South 40°22'20" East 842.34 feet;

Thence South 00°26'51" East 282 feet, more or less, to the South line of said Government Lot 4;

Thence Northwesterly 632 feet, more or less, along the South line of said Government Lot 4, to the West line of said Section

9;

Thence North 00°26'51" West 605 feet, more or less, along the West line of said Section 9 to the point of beginning.

Situate in the County of Snohomish, State of Washington

Schedule 2

Special Exceptions

9. The lands described herein have been classified as farm and agricultural, disclosed by Notice recorded under Recording No(s). [2341592](#) and [2349485](#) 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.

Notice of Compliance regarding farm and agricultural classification retention recorded under Recording No. [7704140188](#). Said instrument affects Parcels A, B, C, and D.

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

11. Notice of Moratorium on Non-Forestry Use of Land and the terms and conditions thereof:

Recorded: December 14, 1998

Recording No.: [9812140045](#)

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

22. Easement and the terms and conditions thereof:

Purpose: Ingress, egress and utilities

Area affected: a portion of said premises

Recorded: October 28, 1966

Recording No.: [1908264](#)

Affects: Parcel A

Said easement contains a covenant to bear equal share of cost of construction, maintenance or repair of same.

23. Terms, covenants, conditions provisions contained in an easement serving said premises, as contained in instrument:

Recorded: October 28, 1966

Recording No.: 1908264

Regarding: Easement for ingress, egress, and utilities over adjoining property

Said easement contains a covenant to bear equal share of cost of construction, maintenance or repair of same.

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 short plat recorded under Recording No. [7706100298](#).

25. Notice of Moratorium on Non-Forestry Use of Land and the terms and conditions thereof:

Recorded: December 14, 1998

Recording No.: [9812140045](#)

26. 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 affidavit of boundary line adjustment recorded under Recording No. [9104180194](#).

27. Lack of a recorded easement providing access to the lands herein described from any public road.

Affects: Parcels B, C, D, and E

28. Rights of State of Washington to that portion of the land, if any, lying in the bed of unnamed slough, if that waterway is navigable.

Affects: Parcels A and F

29. 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 Skykomish River.

Affects: Parcels D and E

30. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of Skykomish River.

31. Any change in the boundary or legal description of the land described herein, due to a shift or change in the course of unnamed slough.

32. Rights and easements of the public for commerce, navigation, recreation and fisheries.

33. 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