

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 Moga Properties LLC, a Washington limited liability company (“Seller”), and Snohomish County, a political subdivision of the State of Washington (“Buyer”).

1. Real Property. Seller is the owner of certain real property located in Snohomish County, Washington, consisting of approximately 129.14 acres of vacant land located at 15106 Shorts School Rd, Snohomish, WA 98290-6816, unincorporated Snohomish County, identified by assessor tax parcel number(s) 270605-002-004-00, 270605-002-005-00, 270605-002-006-00, 270605-002-008-00, 270605-002-021-00, 270605-002-022-00, 270605-002-023-00, 270605-002-024-00, 270606-001-004-00 270606-001-007-00 and more particularly described on **Exhibit A** to this Agreement (the “Property”). Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property and all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Purchase Price. The total purchase price for the Property shall be Three Million Dollars and no/100 (\$3,000,000.00) (“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, Seller shall convey the Property to Buyer by a duly executed and acknowledged Statutory Warranty Deed in substantially the form attached to this Agreement as **Exhibit B** (the “Deed”), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved by Buyer pursuant to Section 3.2 below. Monetary encumbrances not assumed by Buyer shall be removed by Seller at or before closing.

3.2 Preliminary Commitment; Condition of Title. Buyer has received a preliminary commitment (the “Preliminary Commitment”) for title insurance for 10 Properties from Stewart Title (the “Title Company”), Order No. 2350194, dated June 12, 2024. Buyer agrees to accept title to the 10 Properties subject to the following matters shown as special exception Nos. 14 through 33. The following paragraphs shall be cleared in escrow prior to closing: No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 and 1st ½ 2025 taxes.

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

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

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

- (a) To the best of Seller's knowledge, there is no action, suit, proceeding or investigation pending or threatened which could become a cloud on the title to the Property or any portion thereof.
- (b) Seller has no knowledge of any material defect in the Property, whether latent or patent.
- (c) To the best of Seller's knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.
- (d) Seller has no knowledge, nor has Seller received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property.
- (e) Seller has no knowledge, nor has Seller received written notice, of any default or breach by Seller under any covenants, conditions, restrictions, rights of way or easements affecting the Property or any portion thereof.
- (f) To the best of Seller's knowledge, neither Seller nor any third party has placed, deposited, generated, manufactured, processed, handled or otherwise brought on to the Property any hazardous, dangerous or toxic substances or materials, as defined under any applicable environmental laws. To the best of the Seller's knowledge, the Property contains no underground storage tanks. Seller has no knowledge of any substances or conditions on the Property which may support a claim or cause of action against the owner of the Property, whether by a

governmental agency or body or private party under any environmental laws. Seller has not received notification from any agency or individual that the Property is, or may be, in violation of any environmental law(s) or is, or may be, targeted for a cleanup pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, codified at 42 USC §9601 et. seq. (the "Superfund Act"), the Model Toxics Control Act, codified at Chapter 70.105D RCW (the "MTCA"), or other federal or state hazardous waste cleanup laws rules or regulations.

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

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

6. Seller's Covenants. Seller covenants to Buyer as follows:

- (a) Upon closing, the Property will not be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.
- (b) Unless otherwise provided in this Agreement, Seller shall remove all debris and personal property including but not limited to any trailers and temporary greenhouse plastic coverings a located on the Property before closing, at Seller's sole cost and expense.
- (c) Upon closing, Seller agrees the metal container structure outside of the cabin and designed as a sauna is included in the sale of the Property.
- (d) Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended.

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

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

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

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 Seller. Funds held in reserve accounts pursuant to escrow instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

10.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through Chicago Title Company of Washington located at 3002 Colby Avenue, 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 March 29, 2024, (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 Seller shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

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 Deed; (iii) the Escrow Agent’s escrow fee; and (iv) real estate excise. Seller shall pay all real estate taxes owing on the property on or before the date of closing. Water and other utilities shall be prorated as of closing, if any. All other costs of closing, if any, shall be borne by Buyer.

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

12. Notices. All notices, waivers, elections, approvals, and demands required or permitted to be given under this Agreement must be in writing and personally delivered or sent by United States certified mail, return receipt requested, to the addressee’s mailing address set forth below. Any notice will be effective when actually received or, if

mailed as provided herein, on the earlier of actual receipt or two (2) days after the date deposited in the mail.

If to Seller:

Moga Properties LLC
Greg Moga
4915 25TH AVE NE
SEATTLE, WA 98105
Telephone: (206) 276-3923
Email: gmoga@mogainvestments.com

If to Buyer:

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

If to Escrow Agent:

Rainer Title
Attn: Escrow Department
2722 Colby Ave., Suite 125
Everett, WA 98201
Telephone: (425) 252-1222

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

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

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

15. 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.

16. 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:

BUYER:

By _____

By _____

Date: _____

Date: _____

Approved as to form:

Guadamud, Digitally signed by Guadamud, Rebecca
Date: 2025.01.21 15:24:32 -08'00'
Rebecca

Deputy Prosecuting Attorney

Date 1/21/25

EXHIBIT A

Legal Description of Property

For APN/Parcel ID(s): 270605-002-004-00, 270605-002-005-00, 270605-002-006-00, 270605-002-008-00, 270605-002-021-00, 270605-002-022-00, 270605-002-023-00, 270605-002-024-00, 270606-001-004-00, 270606-001-007-00

PARCEL 1:

Parcel A of Snohomish County Boundary Line Adjustment No. 11-100152 BA, recorded under Auditor's File No. 201102290343, and Survey recorded under Auditor's File No. 201102285001, being a portion of Government Lot 4, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington.

PARCEL 2:

Parcels E and F of Snohomish County Boundary Line Adjustment No. 14-105174, recorded under Auditor's File No. 201406130116, being a portion of Government Lots 4 and 5, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington.

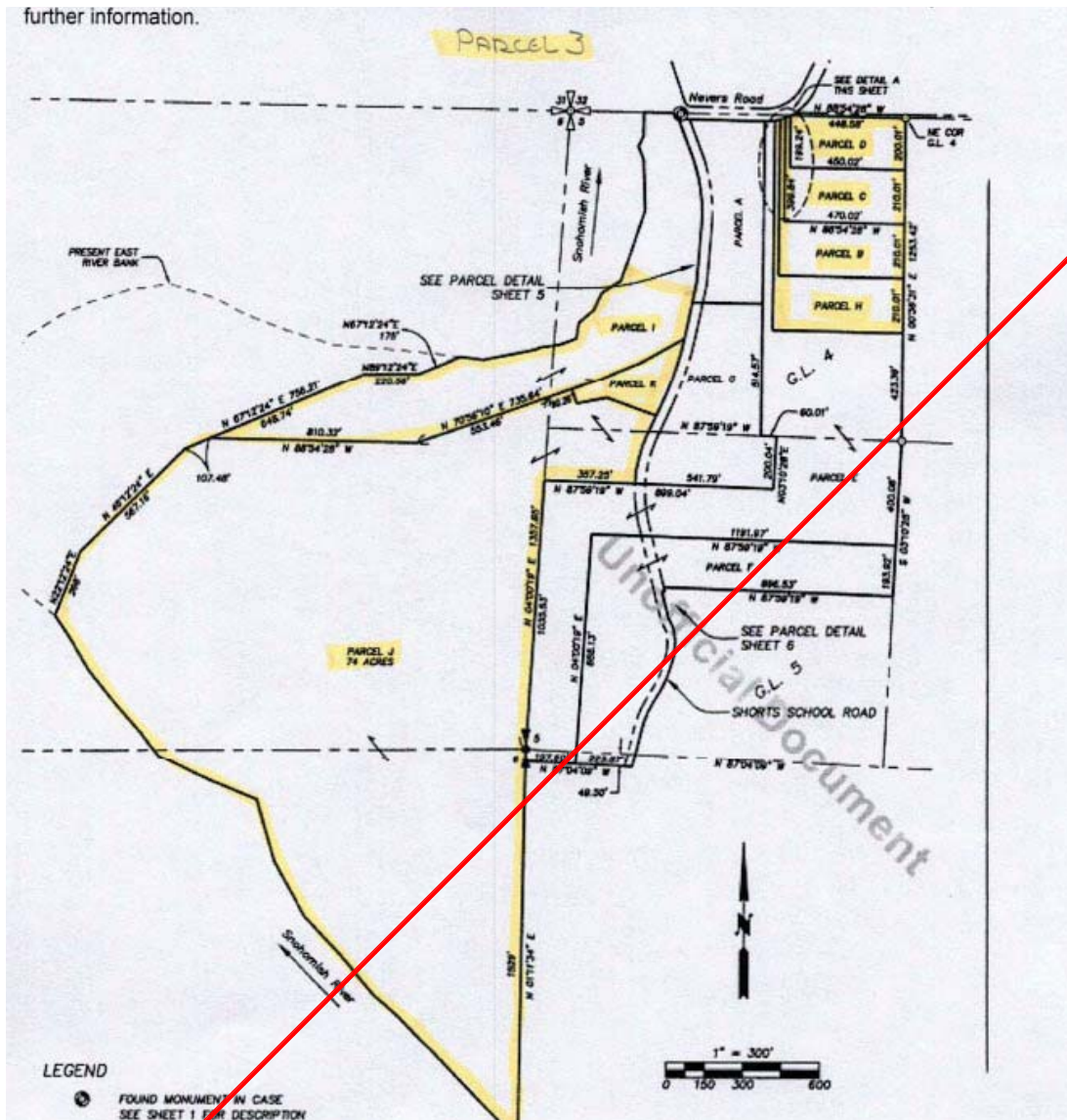
PARCEL 3:

Parcels B, C, D, H, I, J and K of Snohomish County Boundary Line Adjustment No. 07-112307 BA, recorded under Auditor's File No. 200909080583, and Survey recorded under Auditor's File No. 200909085002, being a portion of Government Lot 4, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington



further information.



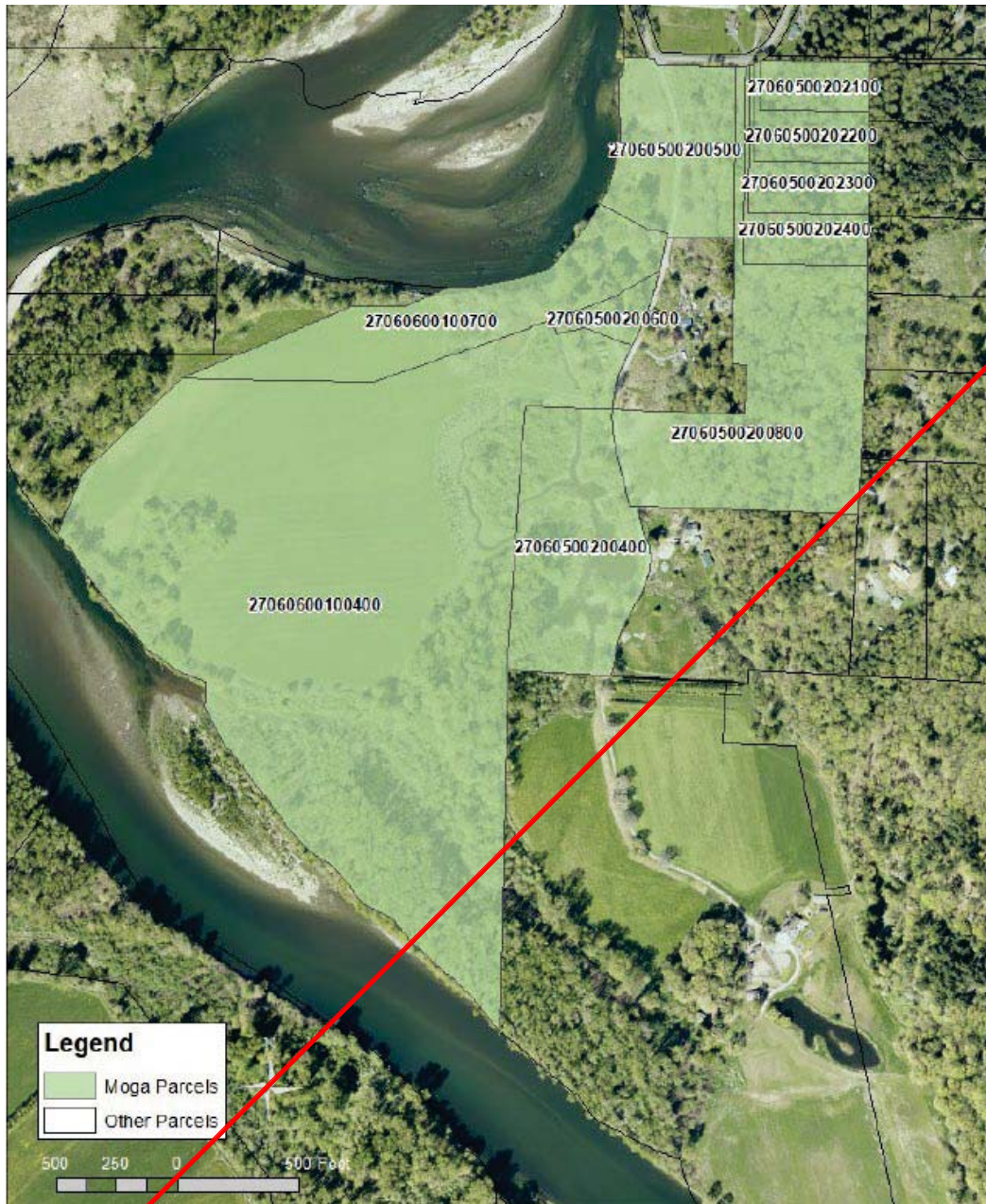


EXHIBIT B

FORM OF STATUTORY WARRANTY DEED

Return Address:

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

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

Statutory Warranty Deed

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

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

Moga Properties 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)

PARCEL 1:

Parcel A of Snohomish County Boundary Line Adjustment No. 11-100152 BA, recorded under Auditor's File No. 201102290343, and Survey recorded under Auditor's File No. 201102285001, being a portion of Government Lot 4, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington.

PARCEL 2:

Parcels E and F of Snohomish County Boundary Line Adjustment No. 14-105174, recorded under Auditor's File No. 201406130116, being a portion of Government Lots 4 and 5, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington.

PARCEL 3:

Parcels B, C, D, H, I, J and K of Snohomish County Boundary Line Adjustment No. 07-112307 BA, recorded under Auditor's File No. 200909080583, and Survey recorded under Auditor's File No. 200909085002, being a portion of Government Lot 4, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington

Assessor's Property Tax Parcel/Account Number

270605-002-004-00, 270605-002-005-00, 270605-002-006-00, 270605-002-008-00, 270605-002-021-00, 270605-002-022-00, 270605-002-023-00, 270605-002-024-00, 270606-001-004-00, 270606-001-007-00

STATUTORY WARRANTY DEED

Grantor, Moga Properties LLC, a Washington limited liability company, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, conveys and warrants to SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Grantee"), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the "Property"), subject to the matters identified on Schedule 2 attached hereto.

SUBJECT TO: The conservation area to be named The Moga Conservation Area

Any type of hunting is prohibited.

Dated: _____

Grantor

Grantor:

By: _____
Moga Properties LLC, a Washington limited liability company

Grantee: Snohomish County
Accepted and Acknowledged

Name: Carl Jorgensen, Property Officer

Date: _____

Approved as to form:

Guadamud, Digitally signed by
Guadamud, Rebecca
Date: 2025.01.21
15:24:54 -08'00'
Rebecca _____ Date: 1/21/25
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came _____, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.

My appointment expires: _____.

Schedule 1

Legal Description of Property

For APN/Parcel ID(s):, 270605-002-004-00, 270605-002-005-00, 270605-002-006-00, 270605-002-008-00, 270605-002-021-00, 270605-002-022-00, 270605-002-023-00, 270605-002-024-00, 270606-001-004-00, 270606-001-007-00

PARCEL 1:

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Situate in the County of Snohomish, State of Washington.

PARCEL 2:

Parcels E and F of Snohomish County Boundary Line Adjustment No. 14-105174, recorded under Auditor's File No. 201406130116, being a portion of Government Lots 4 and 5, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington.

PARCEL 3:

Parcels B, C, D, H, I, J and K of Snohomish County Boundary Line Adjustment No. 07-112307 BA, recorded under Auditor's File No. 200909080583, and Survey recorded under Auditor's File No. 200909085002, being a portion of Government Lot 4, Section 5, Township 27 North, Range 6 East, W.M.

Situate in the County of Snohomish, State of Washington

Schedule 2
Statutory Warranty Deed
Special Exceptions

1. The lands described herein have been classified as farm and agriculture 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. Notice recorded on April 29, 1975, under Instrument No. [2383530](#). Any sale or transfer of all or a portion of said property requires execution of a notice of continuance form by the new owner prior to closing with submission to the County Assessor at least 2 weeks prior to recording for approval of continuance or removal. NOTE: If the proposed transaction involves a sale of the property so classified or designated, there will be additional requirements regarding the Real Estate Tax Affidavit. Please note that it could take up to two days to remove property from a designation. Please contact Snohomish County Assessor or the Company for additional information.
2. Snohomish County "Right to Farm" Disclosure Statement and the terms and conditions thereof recorded under Instrument No. [201504160843](#).
3. Snohomish County "Right to Farm" Disclosure Statement and the terms and conditions thereof recorded under Instrument No. [201406240559](#). (Affects Parcel F of Parcel 2)
4. Notice of Removal of Current Use Classification and Additional Tax Calculations and the terms and conditions thereof recorded under Instrument No. [201504200261](#). (Affects Parcel E of Parcel 2)
5. Reservations and Restrictions and the terms and conditions thereof recorded under Instrument Nos. [102060](#) and [138020](#). (Affects Parcel E of Parcel 2)
6. Easement and the terms and conditions thereof recorded under Instrument No. [137674](#).
7. Right of the public to make necessary slopes for cuts or fills upon said premises in the reasonable original grading of streets, avenues, alleys, roads, as dedicated in the plat of [518053](#).1 of Snohomish County, as more fully set forth in the document recorded as Instrument No. [1023380](#). (Affects Parcel E of Parcel 2)
8. Easement granted to Snohomish County, as more fully set forth in the document recorded as Instrument No. [1380566](#). (Affects Parcel 1)
9. Easement granted to Snohomish County, as more fully set forth in the document recorded as Instrument No. [1477826](#). (Affects Parcel E of Parcel 2)
10. Boundary Line Adjustment No. 07-112307 BA and the terms and conditions thereof recorded under Instrument No. [20090908583](#). Survey for said Boundary Line Adjustment is recorded under Auditor's File No. [200909085002](#).
11. Boundary Line Adjustment No. 11-100152 BA and the terms and conditions thereof recorded under Instrument No. [201102280343](#). Survey for said Boundary Line Adjustment is recorded under Auditor's File No. [201102285001](#).
12. Snohomish County Boundary Line Adjustment No. 14-105174 and the terms and conditions thereof recorded under Instrument No. [201406130116](#). (Affects Parcel E of Parcel 2)
13. Survey and the terms and conditions thereof, recorded under Instrument Number [201511025004](#).

14. Any unrecorded leaseholds, rights of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
 15. Any question that may arise due to shifting and changing in the course or boundaries of unnamed slough.
 16. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Snohomish River as said line exists today or may have existed in the past.
 17. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
 18. The right of use, control, or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.
 19. Any questions that may arise due to shifting or change of the line of ordinary high tide or ordinary high water of the Snohomish River or due to the Snohomish River having shifted or changed its line of ordinary high tide or ordinary high water.
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