



REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into as of this _____ day of _____, 2021 (the "Effective Date"), by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Seller"), and PACIFIC RIDGE-DRH, LLC, a Delaware limited liability company, ("Purchaser").

RECITALS

A. Seller is the owner of certain real property identified by Snohomish County Assessor Tax Parcel Numbers 28053500100300, 28053500100400, 28053500100500, 28053500200600, 28053500400200, 28053500400300, 28053500400400, and 28053500400500 containing approximately 144.77 acres (the "Property"). The Property is more fully described on **Exhibit A** to this Agreement.

B. Seller now desires to sell the Property to Purchaser and Purchaser desires to purchase the Property and all rights held by Seller in any improvements thereon (the "Improvements") from Seller under the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY

Seller shall sell and convey to Purchaser, and Purchaser shall purchase from Seller, subject to the terms and conditions set forth below, all of Seller's right, title and interest in and to the Property, together with all Improvements located on the Property, and all rights, privileges and easements appurtenant to the Property.

2. PURCHASE PRICE

The purchase price for the Property, together with the Improvements shall be FORTY MILLION THREE HUNDRED TWENTY THOUSAND and 00/100 Dollars (\$40,320,000.00) (the "Purchase Price"). The Purchase Price shall be paid in cash at Closing,

by wire transfer or other immediately available funds. The entirety of the Purchase Price shall be allocated to the Property and the Improvements.

3. EARNEST MONEY

The Seller shall deposit with the Escrow Agent an earnest money deposit, (5% of the total bid amount), in the amount of TWO MILLION SIXTEEN THOUSAND and 00/100 Dollars (\$2,016,000.00) (“Earnest Money”), within five (5) business days upon full execution of this Agreement. The Escrow Agent shall deposit the Earnest Money in an interest-bearing account and all interest accrued thereon shall increase and become a part of the Earnest Money deposit. All interest accruing on the Earnest Money deposit shall for income tax purposes be reported to the Federal Employment Identification Number of the Buyer. From and after Buyer’s Due Diligence Period as further defined in Section 6.1 of this Agreement, the Earnest Money deposit shall be nonrefundable except as expressly provided herein and shall be credited against the Purchase Price at Closing.

4. TITLE INSURANCE

4.1 Preliminary Commitment

Purchaser has received from Seller a preliminary commitment for an ALTA owner’s policy of standard coverage title insurance covering the Property from Chicago Title Insurance Company (the “Title Company”), Title Order No. 500116260, dated February 3, 2021, (the “Preliminary Commitment”), together with legible copies of all documents referenced in the Preliminary Commitment.

4.2 Permitted Exceptions

Purchaser agrees to accept title to the Property subject to the following matters shown on Schedule B of the Preliminary Commitment: (i) General Exceptions A through K (the “General Exceptions”); and (ii) Special Exceptions Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, (the “Special Exceptions”). The General Exceptions and Special Exceptions are collectively referred to in this Agreement as the “Permitted Exceptions.” Seller agrees to remove, at or before Closing, all other encumbrances shown on Schedule B of the Preliminary Commitment.

4.3 Title Insurance Policy

Title Company shall deliver to Purchaser, as soon as reasonably possible after the Closing Date, a standard owner’s ALTA coverage form title insurance policy in favor of Purchaser, in the amount of the full Purchase Price, subject only to the Permitted Exceptions (the “Title Policy”) approved by the Purchaser pursuant to Section 4.2 above. Seller shall pay that portion of the premium for the Title Policy that is attributable to a standard coverage ALTA owner’s policy. Purchaser may also, at its own expense, obtain endorsements to the Title Policy.

5. CONVEYANCE OF TITLE

Upon the Closing of the transaction contemplated by this Agreement, Seller shall deliver to Purchaser a Statutory Warranty Deed for the Property, in the form attached to this Agreement as **Exhibit B** (the “Deed”), subject only to the following: (i) the Permitted Exceptions; and (ii) the lien of any real estate taxes for the current year that are not yet due and payable.

6. PURCHASER’S DUE DILIGENCE

6.1 Due Diligence

The Purchaser has ninety (90) days from the Effective Date of this Agreement (“Due Diligence Period”) in which to conduct any due diligence Purchaser deems appropriate and Purchaser further agrees that except for the warranties inherent in the Statutory Warranty Deed, the Property is sold “where is” and “as is” without any representation or warranty, expressed or implied including, but not limited to, representations as to whether the parcel meets zoning or building requirements. In addition, and without limiting the foregoing, Purchaser will take responsibility for any hazardous material on site and for any wetland protection regulations on said Property.

6.2 Due Diligence Materials

Purchaser agrees that Seller is not providing any documents or materials to Purchaser, except for the documents or materials provided to the Purchaser as part of the Seller’s Bid Packet.

6.3 Right of Entry and Inspection

During the Due Diligence Period the Purchaser and Purchaser’s Representatives shall have a continuing right to enter onto any portion of the Property and undertake non-invasive activities on the Property including but not limited to, surveys, studies and tests regarding the condition of the Property, including, but not limited to any studies and tests of the soils, air and/or water on, in or under the Property, as Purchaser may deem desirable, at Purchaser’s sole cost and expense; provided, however, any soil sampling, and other similar investigations and examinations of the Property shall require the prior written consent of Seller. In exercising this right of entry and inspection, Purchaser shall use reasonable efforts to coordinate its entries onto and testing of the Property with Seller. Notwithstanding anything contained herein to the contrary, Purchaser shall not conduct any invasive testing on the Property without the prior written consent of Seller.

Purchaser will indemnify, defend and hold Seller harmless from all liens, claims, losses, actual damages and liabilities actually suffered by Seller (including without limitation any damage to property or injury to persons) as a result of any entry by Purchaser or Purchaser’s Representatives under this Section 6.3. Purchaser shall furnish to Seller evidence of liability insurance maintained by Purchaser or Purchaser’s Representatives. If any

inspection or test disturbs or damages the Property, Purchaser shall promptly repair and restore the Property to substantially the same condition as existed prior to any such inspection or test.

6.4 Seller's Disclaimer and Purchaser's Waiver

Notwithstanding anything contained in this Agreement to the contrary, except for those representations expressly made by Seller in Section 9 below, it is understood and agreed that neither Seller nor any of its respective agents, employees or contractors has made and is not now making, and Purchaser has not relied upon and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property. Purchaser further acknowledges that any information of any type which Purchaser has received or may receive from Seller or any of its respective agents, employees or contractors, is furnished on the express condition that Purchaser shall not rely thereon, but shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever. Purchaser further assumes the risk of changes in applicable environmental laws relating to past, present and future environmental health conditions on, or resulting from the ownership of, the Property.

6.5 Termination Right.

If Purchaser notifies Seller in writing before the end of the Due Diligence Period that Purchaser desires to terminate this Agreement, in Purchaser's sole and absolute discretion, Purchaser may, upon written notice to Seller, terminate this Agreement, and the parties hereto shall be released from all obligations hereunder and Purchaser shall be entitled to the return of the Earnest Money. If Purchaser fails to terminate this Agreement in accordance with its right to terminate on or before the end of the Due Diligence Period, Purchaser shall have no further right to terminate this Agreement pursuant to this Section 6.5 and the Earnest Money shall thereafter be non-refundable to Purchaser except as otherwise provided in this Agreement.

7. SALE "AS-IS, WHERE-IS"

Purchaser represents and warrants that Purchaser is a knowledgeable, experienced and sophisticated buyer of real estate and that, except as otherwise expressly set forth in Section 9 below, Purchaser has relied and shall rely solely on (a) Purchaser's own expertise and that of Purchaser's consultants in purchasing the Property and Improvements, and (b) Purchaser's own knowledge of the Property and Improvements based on Purchaser's investigations and inspections of the Property and Improvements. Prior to the Closing, Purchaser shall have conducted such inspections and investigations of the Property and Improvements as Purchaser deems necessary, including the physical and environmental conditions thereof, and shall rely upon same. Upon Closing, Purchaser shall assume the risk that adverse matters, including adverse physical and environmental conditions, may not have been revealed by Purchaser's inspections and investigations. **PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY AND IMPROVEMENTS "AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS (LATENT AND APPARENT).**

Purchaser further acknowledges and agrees that there are no oral agreements, warranties or representations with respect to the Property and Improvements made by Seller (other than those representations expressly made by Seller in Section 9 below), or by any agent, employee or contractor of Seller. **The terms and conditions of Section 6.4 and this Section 7 shall expressly survive the Closing, shall not merge with the provisions of the Deed or any other Closing documents and shall be deemed to be incorporated by reference into the Deed.** Purchaser acknowledges that the Purchase Price reflects the “as-is, where-is” nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property and Improvements. Purchaser has fully reviewed the disclaimers and waivers set forth in this Agreement with Purchaser’s counsel and understands the significance and effect thereof.

8. FORM 17

PURCHASER ACKNOWLEDGES AND EXPRESSLY WAIVES THE RIGHTS DESCRIBED IN RCW 64.06.030 TO RECEIVE FROM THE SELLER, THE SELLER’S DISCLOSURE STATEMENT IN REFERENCE TO THE PROPERTY AND FURTHER WAIVES THE RIGHT TO RESCIND THE AGREEMENT WITHIN THREE (3) DAYS OF THE SALE.

PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLOSURE STATEMENT (I) IS FOR DISCLOSURE PURPOSES ONLY, (II) SHALL NOT BE CONSIDERED PART OF THE AGREEMENT, AND (III) SHALL NOT BE CONSTRUED AS A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.

 BWW
Purchaser’s Initials

9. SELLER’S REPRESENTATIONS

Seller covenants and represents to Purchaser as follows as of the Effective Date of this Agreement, and again as of the Closing Date:

- (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) To the best of Seller’s knowledge, there are no leases, tenancies, claims, or rights of persons in actual or constructive possession in the Property or any portion thereof.
- (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. Seller authorizes Purchaser to make the necessary searches for any such violations. Seller has not received any written notices from any federal, state or municipal authority of any lawsuits or judgments relating to violations of the Property and Seller will promptly notify Purchaser if it receives any such notice.
- (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, 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, private party or individual, under the Comprehensive Environmental Response, Compensation and Liability Act, codified at 42 U.S.C. §§ 9601 et seq. ("CERCLA"), the Model Toxics Control Act, codified at chapter 70.105D RCW ("MTCA"), or any other federal, state or local environmental statutes, regulations, ordinances or regulatory requirements.
- (g) Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended.

The representations made by Seller in this Section 9 shall survive the closing of the transaction contemplated by this Agreement and shall not merge into the Deed.

10. CLOSING; ESCROW; DEPOSITS

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 Closing Date. The date of closing will be within thirty (30) days of completion of the Due Diligence Period ("Closing Date"), unless an extension is mutually agreed to in writing by the parties. In the event the Purchaser fails without legal excuse, to complete the purchase of the Property, the Earnest Money deposit made by the Purchaser shall be forfeited to the Seller as the sole and exclusive remedy available to Snohomish County for such failure.

10.3 Closing Costs; Pro-rations

- (a) Through escrow at Closing, Seller shall pay (i) that portion of the premium for the Title Policy described in Section 4.3 of this Agreement that is allocable to a standard coverage policy of title insurance, (ii) one half of the Escrow Agent's escrow fee, (iii) the State of Washington excise tax due upon the conveyance of the Property.

- (b) Through escrow at Closing, Purchaser shall pay (i) the cost of recording the Deed, (ii) one half of the Escrow Agent's escrow fee, (iii) that portion of the premium for the Title Policy described in Section 4.3 of this Agreement that is allocable to extended coverage, and (iv) the cost of any endorsements to the Title Policy requested by Purchaser.
- (c) Each party shall bear its own legal fees. Property taxes for the current year, if any, will be prorated as of Closing. Water and other utilities shall be prorated as of Closing.
- (d) Purchaser shall pay any broker fees as described in Section 15 of this Agreement.
- (e) All other costs of Closing, if any, shall be borne by Seller and Purchaser in a manner consistent with local practice for the county in which the Property is located. Upon the request of either party, adjustments shall be made between the parties after Closing for the actual amount of any pro-rations made on the basis of estimates as of Closing.

10.4 Escrow Agent. The transaction contemplated by this Agreement shall be closed through the escrow department of the Title Company (the "Escrow Agent").

10.5 Seller's Escrow Deposits

On or before the Closing Date, Seller shall deliver the following to the Escrow Agent:

- (a) The duly executed and acknowledged Deed, in the form attached to this Agreement as **Exhibit B**;
- (b) An executed real estate excise tax affidavit for the Property, in the form required by Washington law;
- (c) An original affidavit pursuant to Section 1445(b)(2) of the Federal Internal Revenue Code (the "Federal Code"), certifying that Seller is not a foreign person under the meaning of the Federal Code;
- (d) Seller's approved estimated settlement statement; and
- (e) Any other documents, instruments, records or correspondence reasonably required by the Escrow Agent to consummate the purchase of the Property in accordance with the terms of this Agreement.

10.6 Purchaser's Escrow Deposits

On or before the Closing Date, Purchaser shall deliver the following to the Escrow Agent:

- (a) The Purchase Price, in cash (United States funds);
- (b) An executed real estate excise tax affidavit for the Property, in the form required by Washington law;
- (c) Purchaser's approved estimated settlement statement; and
- (d) Any other documents, instruments, records or correspondence reasonably required by the Escrow Agent to consummate the purchase of the Property in accordance with the terms of this Agreement.

11. CONTRACTS AFFECTING THE PROPERTY

During the period of time between the Effective Date of this Agreement and the date of Closing, Seller shall not enter into any leases, sub-leases or other contracts affecting all or any portion of the Property.

12. RISK OF LOSS

Seller will bear the risk of loss of, or damage to, the Property until the Closing Date. In the event of material loss of or damage to the Property prior to Closing, Purchaser may terminate this Agreement by giving written notice of termination to Seller. In the event Purchaser elects to terminate this Agreement pursuant to this Section 12, all rights or obligations of Seller and Purchaser under this Agreement shall immediately terminate and be of no further force or effect.

13. REMEDIES

In the event either party breaches any of the material provisions of this Agreement, the non-breaching party shall have available to it all remedies available under Washington law, including, without limitation, the remedy of specific performance. In addition to all other remedies available under Washington law, in the event the Purchaser defaults under the terms of this Agreement, the Seller shall be entitled to the earnest money deposit as provided in Section 3 above. Further, any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment shall be paid by the breaching party.

14. HAZARDOUS WASTE

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 14 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 Purchaser and, within ten (10) days after receiving such notice, Purchaser 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 14 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

15. NO BROKERS

Purchaser hereby represents, warrants to and agrees that it has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder’s fee as a procuring cause of the purchase and sale contemplated by this Agreement. If any broker or finder perfects a claim for a commission or finder’s fee based on any other contract, dealings or communication, the Purchaser through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys’ fees and costs) arising out of that claim. The provisions of this Section 15 shall survive the Closing or earlier termination of this Agreement.

16. NOTICES

Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, or given by mail, or by facsimile, or email. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller:	Snohomish County Department of Facilities and Fleet Property Management Division Attention: Cherie Hutchins, Property Officer 3000 Rockefeller Avenue, M/S 404 Everett, WA 98201 Telephone: (425) 388-3400 Email: Cherie.hutchins@snoco.org
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Purchaser:	Pacific Ridge – DRH, LLC
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17921 Bothell Everett Hwy., Suite 100
Bothell, WA 98012
Attn: Justin Goff, Division President
Email: JJGoff@pacificridgehomes.com
425-438-8444

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) Business Day after deposit with the courier service, and if mailed, two (2) Business Days after deposit at any post office in the United States of America, and if delivered via facsimile or email, the same day as verified; provided that any verification that occurs after 5 p.m. on a Business Day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following Business Day.

17. MISCELLANEOUS

17.1 Entire Agreement

This Agreement constitutes the entire agreement between 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 not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

17.2 Governing Law and Venue

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

17.3 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.

17.4 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.

17.5 No Merger

The terms and provisions of this Agreement shall not merge into, but shall survive, the Closing of the transaction contemplated by this Agreement and the Deed to be delivered pursuant hereto.

17.6 No Waiver

A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default.

17.7 Time of Essence

Time is of the essence of each and every provision of this Agreement.

17.8 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. Each person signing this Agreement also represents and warrants that no other person's signature is needed in order (i) for this Agreement to be binding on such party, or (ii) to release the claims, demands, actions and causes of action that such party is purporting to release.

17.9 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.

17.10 Exhibits

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Legal Description of the Property
- EXHIBIT B - Statutory Warranty Deed

17.11 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.

17.12 Computation of Time

Except where expressly provided to the contrary, as used in this Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays,

Sundays and holidays for purposes of determining time periods specified in 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 that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term "Business Day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

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

SELLER:

Snohomish County, a political subdivision of the State of Washington


By _____

Name: Cherie Hutchins

Title: Property Officer

PURCHASER:

Pacific Ridge – DRH, LLC

DocuSigned by:

By _____
268D816B10CB40D...

Name: Bill W. Wheat
Chief Financial Officer

Title: _____

Approved as to Form:

Rebecca J. Guadamud 04-20-2021
Deputy Prosecuting Attorney

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EXHIBIT A
Legal Description of Property

PARCEL A: PARCEL A, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400400

PARCEL B: PARCEL B, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORD OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400500

PARCEL C: PARCEL C, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400300

PARCEL D: PARCEL D, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400200

PARCEL E: NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTER MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500100300

PARCEL F: SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500100400

PARCEL G: LOT 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 05-118352 RECORDED UNDER AUDITOR'S FILE NO. 200510170218, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500100500

PARCEL H: LOT A OF BOUNDARY LINE ADJUSTMENT NO. 05-101005-000 RECORDED UNDER AUDITOR'S FILE NO. 200502020492 AND SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200502025226, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500200600

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EXHIBIT B
Statutory Warranty Deed

Return Address:

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

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

Statutory Warranty Deed

Reference Number(s) of Documents assigned or released:

N/A

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

Snohomish County, a political subdivision of the State of Washington

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

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

A PORTION OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.

Assessor's Property Tax Parcel/Account Number

28053500100300, 28053500100400, 28053500100500, 28053500200600,
28053500400200, 28053500400300, 28053500400400, and 28053500400500,

STATUTORY WARRANTY DEED

Grantor, SNOHOMISH COUNTY, a political subdivision of the State of Washington, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to _____, (“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 only to the matters set forth on Schedule 2 attached hereto (the “Exceptions to Title”).

Dated _____, 20_____.

GRANTOR:

SNOHOMISH COUNTY,
a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, a Notary Public in and for the State of Washington, certify that I know or have satisfactory evidence that **Cherie Hutchins** is the person who appeared before me and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Property Officer** of Snohomish County, a political subdivision of the state of Washington, to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, _____.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

Approved as to form:

Deputy Prosecuting Attorney Date

Schedule 1
to Statutory Warranty
Deed

Legal Description of the Property

PARCEL A: PARCEL A, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHWEST OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400400

PARCEL B: PARCEL B, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORD OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400500

PARCEL C: PARCEL C, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400300

PARCEL D: PARCEL D, SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 10-105422BA RECORDED UNDER AUDITOR'S FILE NO. 201008120221 AND 201008170647 AND DELINEATED ON SURVEY RECORDED UNDER AUDITOR'S FILE NO. 201008125001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500400200

PARCEL E: NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTER MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500100300

PARCEL F: SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500100400

PARCEL G: LOT 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 05-118352 RECORDED UNDER AUDITOR'S FILE NO. 200510170218, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500100500

PARCEL H: LOT A OF BOUNDARY LINE ADJUSTMENT NO. 05-101005-000 RECORDED UNDER AUDITOR'S FILE NO. 200502020492 AND SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200502025226, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 28 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

ASSESSOR'S TAX PARCEL NUMBER: 28053500200600

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Schedule 2
to Statutory Warranty
Deed

Exceptions to Title

(TO BE INSERTED AT CLOSING)

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