

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is made and entered into as of this 14th day of July, 2021 (the "Effective Date"), by and between SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #17, a municipal corporation of the State of Washington, ("Seller"), and SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Purchaser" or "Buyer").

RECITALS

A. Seller is the owner of certain real property located in the City of Granite Falls, State of Washington, being a portion of Snohomish County Assessor tax parcel number 30071800206900 containing approximately 1.8 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 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. EARNEST MONEY

No earnest money deposit shall be made or required.

3. PURCHASE PRICE

The purchase price for the Property, together with the Improvements shall be THREE HUNDRED NINETY-TWO THOUSAND SIX HUNDRED NINETY DOLLARS and No/100 Dollars (\$392,690.00) (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, as the parties agree that, separate and apart from the Property, the value of Improvements (if any) is de minimis.

4. TITLE INSURANCE

4.1 Preliminary Commitment

Purchaser has 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. 500115470, dated January 15, 2021 (the "Preliminary Commitment"), and amended May 10, 2021, 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, (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. Should any new or additional encumbrances on title to the Property be discovered prior to Closing, Purchaser shall have the right to object to same, using the procedures specified in Section 4.3 below for objecting to matters shown on the Survey.

4.3 ALTA Survey

From and after the Effective Date, Purchaser and Purchaser's agents and contractors shall have the right to enter onto the Property at reasonable times and in a reasonable manner to the extent necessary to perform an ALTA survey of the Property (the "Survey") sufficient to enable the Title Company to issue an extended coverage title insurance policy for the Property. All costs of conducting the Survey shall be borne by Purchaser. Purchaser shall have fifteen (15) days from the date on which Purchaser receives the completed Survey to deliver written notice to Seller objecting to any matters shown on the Survey (the "Survey Objection Notice"). Seller shall have ten (10) days from the date on which Seller receives Purchaser's Survey Objection Notice to deliver written notice to Purchaser stating whether or not Seller will, prior to closing, cure some or all of the matters described in Purchaser's Survey Objection Notice. Should Seller fail to timely respond to Purchaser's Survey Objection Notice, Seller shall be deemed to have refused to remove or cure all of the matters described in Purchaser's Survey Objection Notice. Should Seller refuse to cure any of the matters objected to in Purchaser's Survey Objection Notice, Purchaser must elect one of the following: (i) to accept the matters that Seller refuses to cure, in which case such matters shall become Permitted Exceptions, and proceed with the transaction contemplated by this Agreement; or (ii) to terminate this Agreement. Purchaser shall provide Seller with written notice of its decision within thirty (30) days of receiving Seller's response to Purchaser's Survey Objection Notice, or, in the event Seller failed to timely respond to Purchaser's Survey Objection Notice, within thirty (30) days of the date on which Seller's response to Purchaser's Survey Objection Notice was due. Should Purchaser fail to deliver written notice of Purchaser's decision to Seller within the time period specified above, Purchaser shall be deemed to have elected to

terminate this Agreement. In the event Purchaser elects to terminate this Agreement pursuant to this Section 4.3, all rights or obligations of Seller and Purchaser under this Agreement shall immediately terminate and be of no further force or effect; provided that Purchaser shall continue to be responsible for the costs of the ALTA survey and Seller shall be responsible for the cancellation fee for the preliminary commitment for standard coverage title insurance.

4.4 Title Insurance Policy

Title Company shall deliver to Purchaser, as soon as reasonably possible after the Closing Date, an ALTA owner's extended coverage form title insurance policy in favor of Purchaser, in the amount of the full Purchase Price, subject only to the standard form printed exceptions and the Permitted Exceptions (the "Title Policy"). Seller shall pay that portion of the premium for the Title Policy that is attributable to a standard coverage ALTA owner's policy. Purchaser shall pay that portion of the premium for the Title Policy that is attributable to extended coverage. 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 Feasibility Period

Seller agrees to allow Purchaser to conduct due diligence with respect to the Property and Improvements, if any, on the Property. This Agreement is subject to Purchaser's approval, in Purchaser's sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by Purchaser or Purchaser's agents. Purchaser shall up to ninety (90) 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.

6.2 Due Diligence Materials Purchaser agrees that Seller is not providing any documents or materials to Buyer other than the Preliminary Commitment and the underlying documents referenced herein under this Section 6.2 as follows:

- a) Associated Earth Sciences Incorporated Final Geotechnical Engineering Report Project #180075E001 dated August 1, 2019.

- b) Associated Earth Sciences Phase 1 Environmental Site Assessment Project #180075V001 dated July 10, 2019.
- c) The Watershed Company Wetland Reconnaissance Report dated May 31, 2019, Reference #180214.
- d) Cultural Resources Report dated July 12, 2019, WillametteCRA Report Number 18-49

Seller agrees to allow the Purchaser to use the reports as referenced above in “a” through “d” of this Section 6.2 for Purchaser’s use in performing its Due Diligence, permitting, short platting and development of the Property.

6.3 Right of Entry and Inspection

Prior to the Effective Date, Purchaser and Purchaser’s agents, consultants, and contractors (collectively, “Purchaser’s Representatives”) may conduct certain inspection and non-invasive activities on the Property, after providing no less than 24-hour notice to Seller. During the time period between the Effective Date of this Agreement and the closing of the transaction contemplated by this Agreement, Purchaser and Purchaser’s Representatives shall have a continuing right to enter onto any portion of the Property and undertake such additional 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. 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.

7. FORM 17

PURCHASER AND SELLER AGREE AND ACKNOWLEDGE THAT THE PROPERTY CONSTITUTES “COMMERCIAL REAL ESTATE” AS DEFINED IN RCW 64.06.005 FOR PURPOSES OF THIS TRANSACTION. PURCHASER HEREBY WAIVES RECEIPT OF A SELLER DISCLOSURE STATEMENT REQUIRED UNDER RCW 64.06 FOR TRANSACTIONS INVOLVING THE SALE OF COMMERCIAL REAL ESTATE EXCEPT FOR THE SECTION OF THE STATEMENT ENTITLED “ENVIRONMENTAL.” THE DISCLOSURE STATEMENT WITH THE “ENVIRONMENTAL” SECTION COMPLETED BY SELLER IS ATTACHED TO THIS AGREEMENT AS EXHIBIT C (THE “DISCLOSURE STATEMENT”). PURCHASER ACKNOWLEDGES ITS RECEIPT OF THE DISCLOSURE STATEMENT AND WAIVES ITS RIGHT TO RESCIND THE AGREEMENT UNDER RCW 64.06.030. 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.

Purchaser’s Initials

8. FIRPTA

Seller shall deliver to the Escrow Agent at or prior to closing either (i) a certificate duly executed by Seller certifying that it is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (“FIRPTA”), as revised by the Deficit Reduction Act of 1984, which certificate shall include Seller’s taxpayer identification number and address, or (ii) a withholding certificate from the Internal Revenue Service to the effect that Seller is exempt from withholding tax on the Purchase Price under FIRPTA. If neither of the above certificates is delivered, the Escrow Agent shall deduct and withhold at closing a tax equal to either ten percent (10%) of the Purchase Price or such reduced amount as may be authorized by a withholding certificate from the Internal Revenue Service.

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, 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.
- c) 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.
- d) 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.
- e) 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. The web address for the documents posted on the Ecology website is as follows: <https://apps.ecology.wa.gov/gsp/CleanupSiteDocuments.aspx?csid=2495>.
- f) Seller acknowledges Closing of the Property is subject to the City of Granite Falls agreement in writing to Buyer and Seller, to defer Buyer's obligations for road frontage improvements along Gun Club Road until such a time the Seller obtains building permits for Seller's development of the Seller's remaining property for a fire station. Seller agrees to share in the cost with Buyer for road frontage improvements along Gun Club Road upon Seller's development of the Seller's remaining property as follows: Seller shall pay its proportionate share based on linear foot road frontage of Seller's remaining property along Gun Club Road.
- g) Seller has not ever used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substances (defined below) on, under, or about the Property, or transported them to or from the Property, and to the best of Seller's actual knowledge, no other person or entity has ever generated, treated, stored,

used or disposed of any Hazardous Substances on, under, or about the Property. There are no underground storage tanks at, on, or under the Property and any prior underground storage tanks that previously existed at the Property were removed in accordance with applicable laws. To Seller's actual knowledge, the Property is not, nor has it ever been, subject to the release of any Hazardous Substances.

As used in this Agreement, the term "Hazardous Substance" shall mean (i) any substance subject to regulation under the Washington Hazardous Waste Management Act (chapter 70.105 RCW) as amended from time to time and regulations promulgated thereunder; (ii) any "hazardous substance" under the Washington Model Toxics Control Act (chapter 70.105D RCW) as amended from time to time and regulations promulgated thereunder; (iii) any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (iv) any asbestos; (v) polychlorinated biphenyls; (vi) underground storage tanks, whether empty, filled or partially filled with any substance; (vii) any solid waste or solid waste decomposition products (not part of or resulting from the intermodal transfer facility operations); (viii) any substance the presence of which is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (ix) other substances deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

In the event any of the representations contained in this Section 9 become untrue prior to the Closing Date as a result of occurrences or information received by Seller subsequent to the Effective Date of this Agreement, Seller shall promptly notify Purchaser, in writing, 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 delivering written notice of termination to Seller. The covenants and 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. BUYER'S REPRESENTATIONS.

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

- a) Buyer shall utilize a storm water infiltration system acceptable to the Seller and as required by the permitting agency.
- b) Buyer shall install a six-foot high chain link fence with security wire along the north and south property boundary line between the Buyer and Seller's remaining

property within sixty (60) days of Buyer's purchase of the Property. Security wire installed on the fence shall angle towards the Buyer's Property.

c) Buyer shall be responsible for all costs associated with the short plat requirements in order to subdivide the Seller's property to accurately reflect that portion of the Property to be sold to the Buyer and subject to this Agreement.

d) Buyer agrees to share in the cost with Seller for road frontage improvements at the time the Seller obtains building permits for Seller's development of the Seller's remaining property for a fire station as follows: Buyer shall pay its proportionate share based on the Buyer's linear foot road frontage of the Buyer's Property that parallels with Gun Club Road.

e) Within thirty (30) days of closing of the Property, Buyer shall remove all logs and rocks located on the road frontage of the Buyer's Property and the Seller's remaining property parallel with Gun Club Road at Buyer's sole cost and expense. Seller shall provide Buyer with a license or right of entry for purposes of entering Seller's remaining property in order to complete this work.

11. CLOSING

11.1 Closing Date

The closing of the transaction contemplated by this Agreement (the "Closing") shall occur through escrow thirty (30) days from the end of the Due Diligence Period. (the "Closing Date").

11.2 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) One (1) of the following: (1) 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; or (2) a certificate from the Internal Revenue Service to the effect that Seller is exempt from withholding tax on the Purchase Price under 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.

11.3 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.

11.4 Closing Costs; Prorations

- (a) Through escrow at Closing, Seller shall pay (i) that portion of the premium for the Title Policy described in Section 4.4 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 4.4 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) 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 prorations made on the basis of estimates as of Closing.

12. 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, except for standard utility without the prior approval of Purchaser. Purchaser shall give written notice to Seller of its approval or disapproval of any such proposed contract within thirty (30) days of receiving same from Seller. Should Purchaser fail to respond to a request for approval of a proposed contract within the specified time period, Purchaser's approval of such contract shall be deemed given.

13. RISK OF LOSS

Risk of loss of or damage to the Property shall be borne by Seller until Closing. Thereafter, Purchaser shall bear the risk of loss. In the event of casualty or damage to the Property, or any portion thereof, or to the Improvements thereon, if any, prior to the date upon which Purchaser assumes the risk, Purchaser may terminate this Agreement by delivering written notice of same to Seller; provided, however, that Purchaser shall have no right to terminate this Agreement if Seller agrees in writing to restore the Property and the Improvements thereon, if any, substantially to their present condition by the date of Closing. Notwithstanding Purchaser's right to terminate this Agreement in the event of casualty or damage to all or a portion of the Property or the Improvements thereon, if any, Purchaser may elect to complete the purchase of the Property notwithstanding any unrepaired casualty or damage to the Property or the Improvements thereon, if any; provided, however, that if Purchaser so elects, Seller shall not be liable to restore the Property or the Improvements thereon, if any, or pay damages to Purchaser by reason of such loss or damage, but in such event Purchaser shall be entitled to the proceeds of any policies of property insurance carried by or for the benefit of Seller to the extent that such proceeds are attributable to the casualty or damage to the Property or the Improvements thereon, if any. In the event Purchaser elects to terminate this Agreement pursuant to this Section 13, all rights or obligations of Seller and Purchaser under this Agreement shall immediately terminate and be of no further force or effect.

14. EMINENT DOMAIN

If prior to the date for closing, title to all or any part of the Property is taken by eminent domain, Purchaser may, by written notice to Seller, elect to cancel this Agreement prior to the date set for closing by delivering written notice of its election to Seller. In the event Purchaser elects to terminate this Agreement pursuant to this Section 14, all rights or obligations of Seller and Purchaser under this Agreement shall immediately terminate and be of no further force or effect. Unless this Agreement is so canceled, it shall remain in full force and effect and the Seller shall assign, transfer and set over to the Purchaser all the Seller's right, title and interest in and to any awards that may be made for such taking.

15. 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 such event, any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment shall be paid by the breaching party.

16. NO BROKERS

Seller and Purchaser each hereby represents, warrants to and agrees with the other 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 party 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 16 shall survive the Closing or earlier termination of this Agreement.

17. 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 Fire Protection District #17
Attention: Jim Haverfield, Fire Chief
PO Box 1049
Granite Falls, WA 98252
Telephone: (360) 691-5553
Email: jim.haverfield@gffd17.org

Purchaser: Snohomish County
Department of Facilities and Fleet
Property Management Division
Attention: Property Officer
3000 Rockefeller Avenue, M/S 404
Everett, WA 98201
Telephone: (425) 388-3400
Email: Cherie.hutchins@snoco.org

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.

18. DEPENDENCY AND SURVIVAL OF PROVISIONS

The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party and shall survive Closing.

19. MISCELLANEOUS

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

19.7 Time of Essence

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

19.8 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.

19.9 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.

19.10 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
- EXHIBIT C - Seller's Disclosure Statement

19.11 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.

19.12 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.

19.13 Approval by Fire Protection District #17 Board of Commissioner’s

Purchaser acknowledges and agrees that the terms and conditions of this Agreement must be approved by the Snohomish County Fire Protection District #17 Board of Commissioner’s in an open public meeting. In no event shall this Agreement be effective unless and until such approval is finally given.

19.14 Approval by Snohomish County Council

Seller acknowledges and agrees that the terms and conditions of this Agreement must be approved by the Snohomish County Council in an open public meeting. In no event shall this Agreement be effective unless and until such approval is finally given.

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

SELLER:

Snohomish County Fire Protection District #17, a municipal corporation of the State of Washington

By: 

Name: James E. Haverfield

Title: Fire Chief

PURCHASER:

Snohomish County, a political subdivision of the State of Washington

By: Cherie Hutchins

Name: Cherie Hutchins

Title: Property Officer

Approved as to Form:

Rebecca J. Guadamud 05-28-2021

Deputy Prosecuting Attorney

[The remainder of this page is intentionally left blank.]

EXHIBIT A
Legal Description of Property

THE EAST 318.16 FEET OF PARCEL B, CITY OF GRANITE FALLS BOUNDARY LINE
ADJUSTMENT #2018-003 RECORDED UNDER AUDITOR'S FILE NO. 201903070220,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

NOTE: THE ABOVE LEGAL DESCRIPTION WILL BE REVISED UPON APPROVAL OF THE
SHORT PLAT SUBDIVISION BY THE CITY OF GRANITE FALLS.

ASSESSOR'S TAX PARCEL NUMBER: A portion of 30071800206900

[The remainder of this page is intentionally left blank.]

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 Fire Protection District #17, a municipal corporation of the State of Washington
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) A portion of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 18, Township 30 North, Range 7 East, W.M. Situate in the County of Snohomish, State of Washington.
Assessor's Property Tax Parcel/Account Number A portion of 30071800206900

STATUTORY WARRANTY DEED

Grantor, SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #17, a municipal corporation 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 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 only to the matters set forth on Schedule 2 attached hereto (the “Exceptions to Title”).

Dated _____, 20_____.

GRANTOR: SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #17,
a municipal corporation of the State of Washington

By: _____

Name: _____

Title: _____

GRANTEE: ACCEPTED AND APPROVED
SNOHOMISH COUNTY, a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

[The remainder of this page is intentionally left blank.]

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of SNOHOMISH COUNTY FIRE PROTECTION DISTRICT #17, a municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer or member of the port district, and that _____ was authorized to execute said instrument on behalf of said port district.

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

(Signature of Notary)

(Print or stamp name of Notary)

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

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 _____ 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 _____ 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: _____
Print Name: _____
Residing at: _____
My appointment expires: _____

Approved as to form:

Deputy Prosecuting Attorney Date

Schedule 1
to Statutory Warranty
Deed

Legal Description of the Property

THE EAST 318.16 FEET OF PARCEL B, CITY OF GRANITE FALLS BOUNDARY LINE
ADJUSTMENT #2018-003 RECORDED UNDER AUDITOR'S FILE NO. 201903070220, RECORDS
OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

NOTE: THE ABOVE LEGAL DESCRIPTION WILL BE REVISED UPON APPROVAL OF THE
SHORT PLAT SUBDIVISION BY THE CITY OF GRANITE FALLS.

ASSESSOR'S TAX PARCEL NUMBER: A portion of 30071800206900

[The remainder of this page is intentionally left blank.]

Schedule 2
to Statutory Warranty
Deed

Exceptions to Title – To be Revised Prior to Closing

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

Granted To:	General Telephone Company of the Northwest, Inc.
Purpose:	Right of Way and Easement
Recording Date:	August 13, 1970
Recording No.:	2159367
Affects:	Portion of said premises, the exact location of which is not disclosed

2. A survey of said premises has been recorded under Auditor's File No. 2336554.

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

Recording No: 201903070220

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

Granted To:	City of Granite Falls
Purpose:	Ingress, egress, construction, improvement, maintenance and repair of underground utilities
Recording Date:	August 27, 2019
Recording No.:	201908270135

5. Any rights, interests or claims which may exist or arise by reason of the following matters disclosed by a survey recorded under Auditor's File No. 200207275002.

- a) Fence corner 0.24' East of line on the Easterly boundary of said Premises
- b) Northeast fence corner 1.43' North of the Northeasterly corner of said Premises
- c) Northwest fence corner 0.36' North of the Northwesterly corner of said Premises

EXHIBIT C

SELLER DISCLOSURE STATEMENT

FORM 17 DISCLOSURE AND WAIVER

SELLER: Snohomish County Fire Protection District #17, a municipal corporation of the State of Washington

To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further explanations.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property write "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) Business Days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY COMMONLY KNOWN AS **A PORTION OF PARCEL B, CITY OF GRANITE FALLS BOUNDARY LINE ADJUSTMENT #2018-003, RECORDED UNDER AUDITOR'S FILE NO. 201903070220, RECORDS OF SNOHOMISH COUNTY, WASHINGTON (THE "PROPERTY")**, IN ADDITION TO DISCLOSURES MADE BY BUYER TO SELLER PURSUANT TO THE PURCHASE AND SALE AGREEMENT BETWEEN BUYER AND SELLER. SELLER MAKES THE FOLLOWING ENVIRONMENTAL DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL

ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller is / is not occupying the property.

ENVIRONMENTAL	Yes	No	Don't Know
A. Has there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

Additional information is available on this website:

<https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=2495>

[signature page follows]

SELLER:

Snohomish County Fire Protection District #17, a municipal corporation of the State of Washington

By: _____

Name: _____

Title: _____

Date executed: _____

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT.

BUYER:

Snohomish County, a political subdivision of the State of Washington

By: _____

Name: _____

Title: _____

Date executed: _____