

# SNOHOMISH TERRACE

Boneville Avenue / Avenue D / 13th Street  
Snohomish, Washington

**8.6 AC DEVELOPMENT SITE** FOR SALE

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## DISCLAIMER

We obtained the information above from sources we believe to be reliable. However, we have not verified its accuracy and make no guarantee, warranty or representation about it. It is submitted subject to the possibility of errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice. We include projections, opinions, assumptions or estimates for example only, and they may not represent current or future performance of the property. You and your tax and legal advisors should conduct your own investigation of the property and transaction.

XX Bonneville Ave, Snohomish\Sale 2024\QM\QM - Snohomish Terrace 01.2024

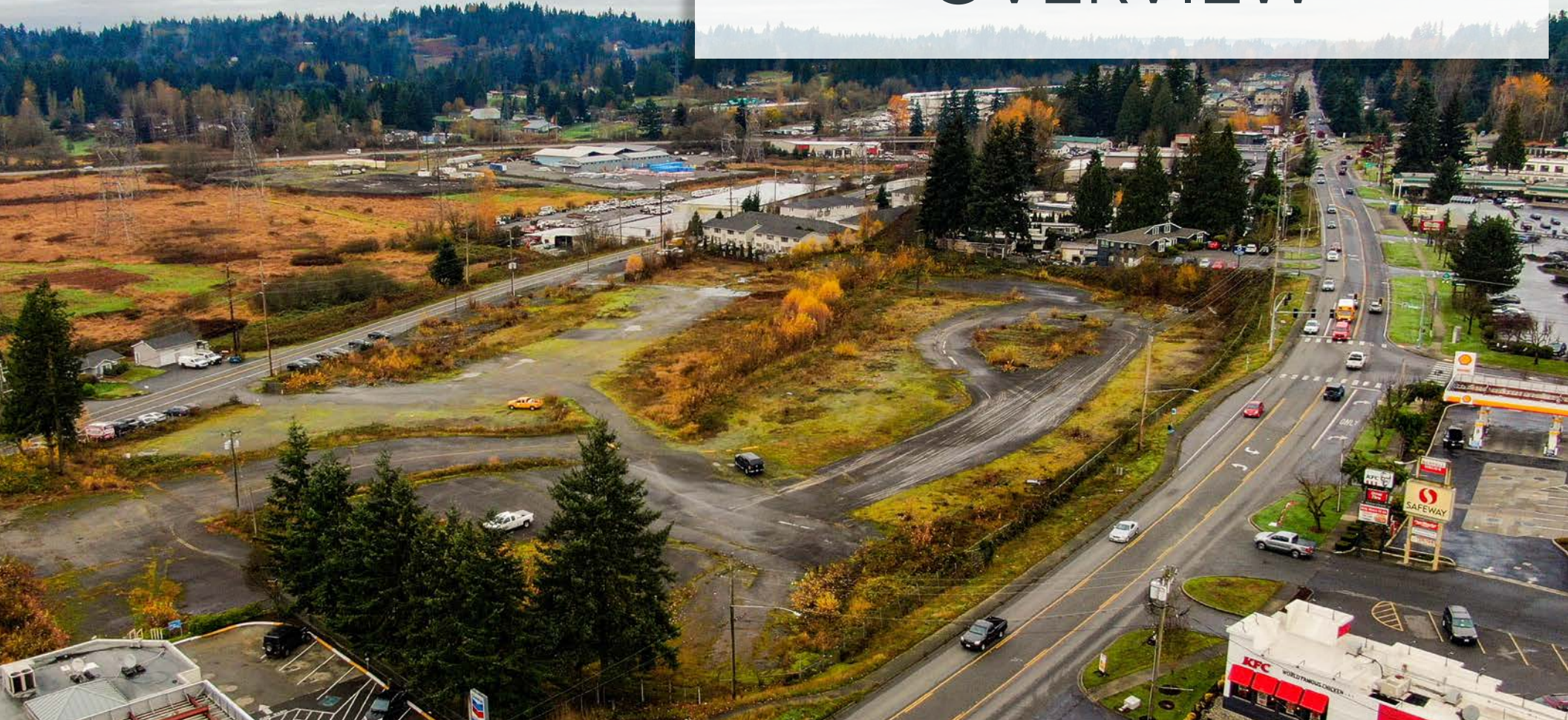


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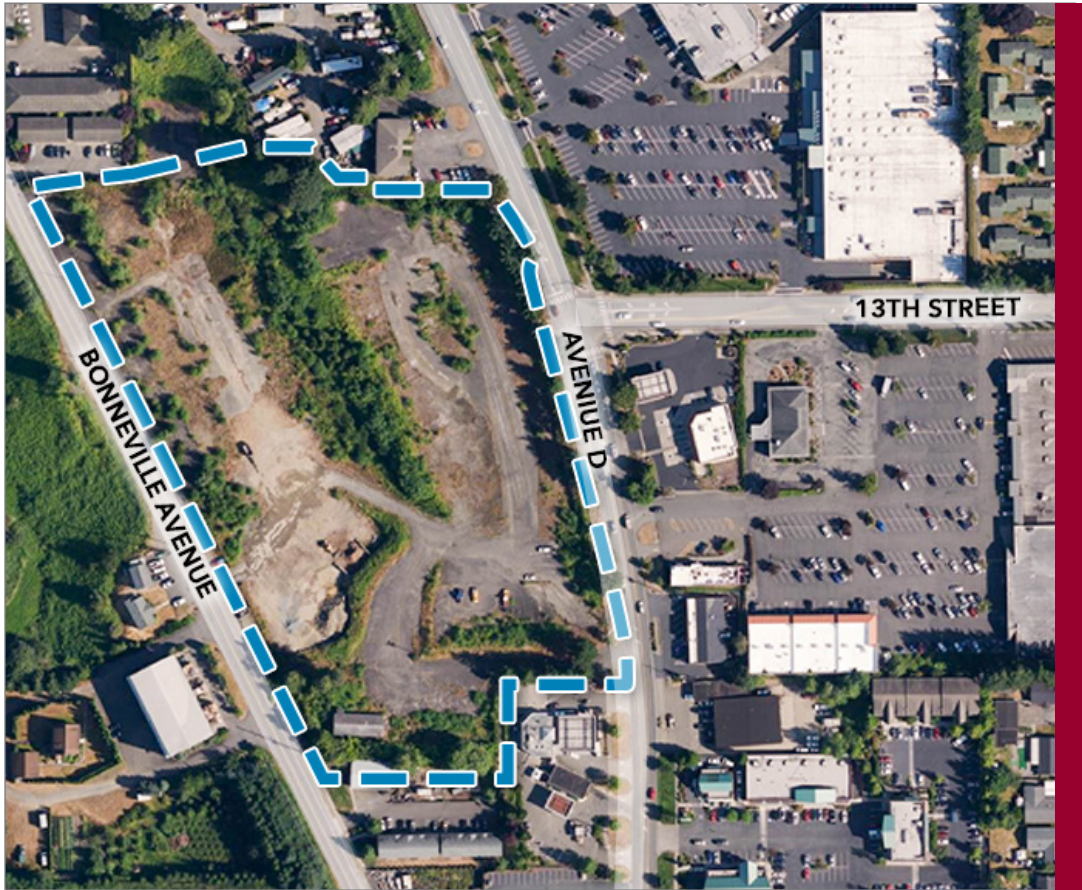
# PROPERTY OVERVIEW





# EXECUTIVE SUMMARY

Lee & Associates Commercial Real Estate Services has been retained by Snohomish County to exclusively present this opportunity to acquire the former “Snohomish Shops” mixed-use residential development site. This site offers the rare opportunity to develop in the City of Snohomish with exceptional views of Snohomish River Valley. Some of the site features are:



<b>LAND AREA:</b>	Approximately 8.6 acres
<b>PARCEL NUMBER(S):</b>	28051200405400; 00487700000901
<b>SITE CONFIGURATION:</b>	Square-shaped, corner block site
<b>ZONING:</b>	Midtown Zoning District North (City of Snohomish)
<b>HEIGHT LIMITS:</b>	45' with the potential to increase to 55' if 10% of the units are affordable
<b>PERMITTED USES:</b>	Multifamily, office, retail, hotel, public/institutional, and more
<b>ENVIRONMENTAL:</b>	NFA from WA Department of Ecology for west (lower) portion. NFA likely for east (upper) portion.
<b>SALE PRICE:</b>	Unpriced



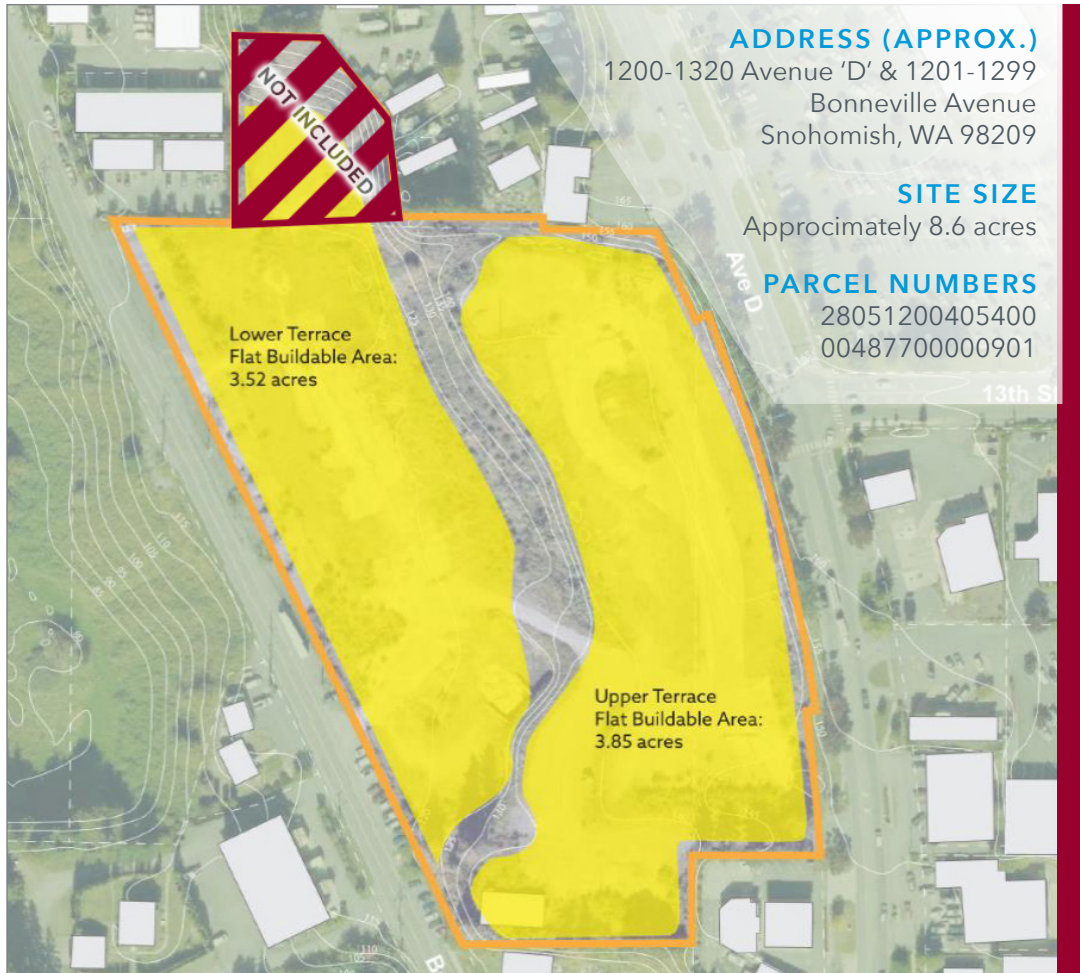
# PROPERTY AERIAL





# PROPERTY OVERVIEW

The Snohomish Terrace development site consists of a total of approximately 8.6 acres of land comprised of two adjacent tax parcels, located between Avenue 'D' and Bonnevill Avenue in the commercial center of the City of Snohomish. The property was previously developed as a campus of light industrial shop buildings, which housed Snohomish County's maintenance shops for its Public Works department. After the shops were relocated in 2008 to another area, the Snohomish Shops property was deemed surplus, and the County has demolished most of the buildings and other improvements to prepare the site for sale and re-development.



## TOPOGRAPHY

The natural sloping topography results in a terracing that can be incorporated into a future development, and for a multi-story development will likely be advantageous for territorial views of the Snohomish River Valley. The upper terrace fronts along Avenue D, a primary commercial corridor and arterial to State Route-9 to the north. The lower terrace fronts along Bonneville Avenue, which has a mix of multi-family residential and other commercial/light industrial uses. There is an approximate 50' grade difference between the two road beds, but there are already two mostly flat buildable terraces as illustrated on the right.



# PROPERTY OVERVIEW

## ACCESS

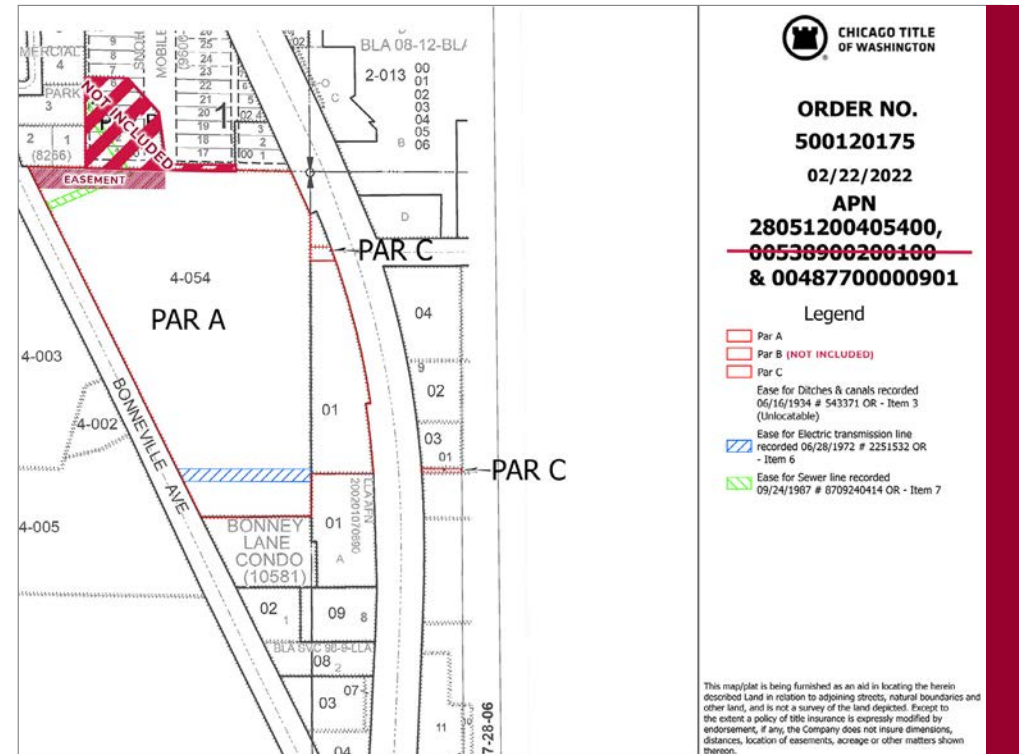
The upper terrace is currently accessed from one existing curb cut along Avenue 'D' near the southeast corner of the property. While the lower terrace has two existing access points along Bonneville Avenue (not improved to current street design standards). Depending on the proposed use and development, the quantity and location of access points into the property are likely to change as part of a buyer's proposed design and requirements of the City.

## ENCUMBRANCES

A preliminary title report is available, which indicates that there are minimal easements or other encumbrances that would adversely affect the property or its development potential. There is a 15' wide, L-shaped sewer line easement located at the north end of the property, and an 18' electrical distribution line easement across the property near the south boundary, as indicted on the plot map below. An additional 30' wide access easement will be recorded for the benefit of Parcel B which is not included in the offering.

## ENVIRONMENTAL

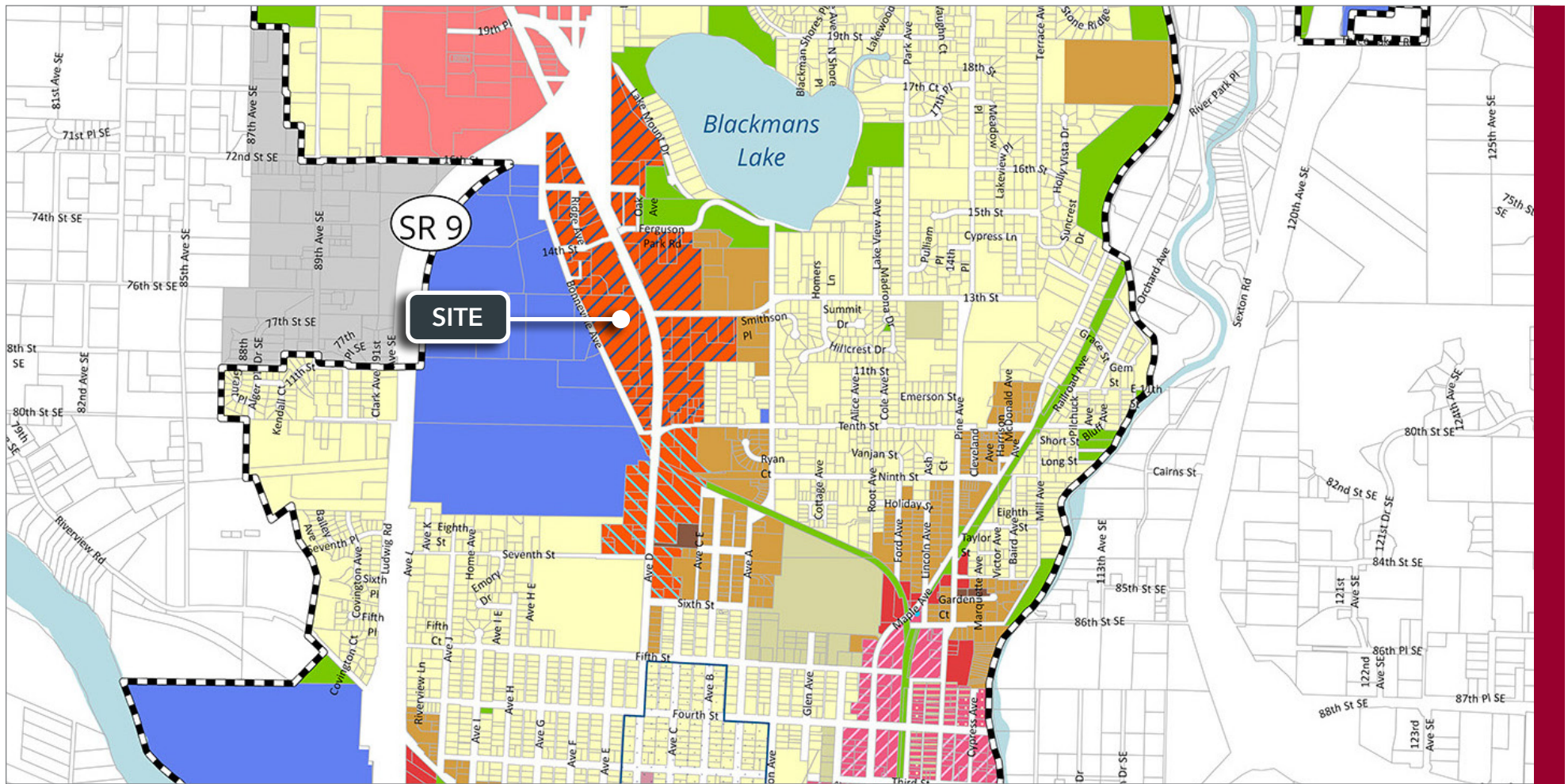
Due to the historical operations on-site, some soil contamination had occurred. Remediation work was completed by the County on the lower terrace portion of the site in 2013, and the Washington State Department of Ecology issued an NFA (No Further Action) determination letter. Remediation was also being performed on the upper terrace portion, when contaminants from an off-site dry cleaner source were discovered, which had contaminated portions of the upper terrace. The responsible owner of the source property has been performing remediation activities for the past 5 years or so. In January 2019, the County received a No further Action Likely opinion letter from the Washington State Department of Ecology. The source property owner is continuing remediation and monitoring activities, Documentation is available in the Due Diligence Materials.





# ZONING & REGULATORY

The Snohomish Terrace site is located within the City of Snohomish's recently adopted MID - Midtown Zoning District (North). This new zoning was approved by the City Council on February 1, 2022, and replaces the previous C - Commercial zoning. See additional details on page 10.





# ZONING & REGULATORY

## PERMITTED USES

Multi-family Residential, Office, Retail, Medical/dental/healthcare, Hotels, Education, Government, General Business Services, Recreational/Cultural Facilities, Mixed-uses, among others.


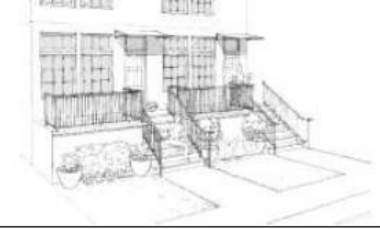
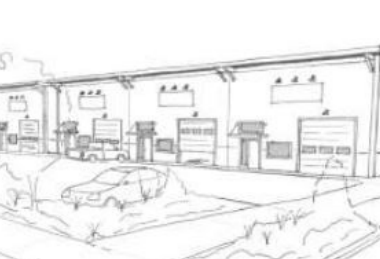
## DEVELOPMENT STANDARDS REQUIREMENTS

Development standards are the City's regulations pertaining to lot sizes, site coverage, building layout, setbacks, landscaping, height, signs, site design, and other related features of land use. Below is a simplified breakdown of the primary considerations:

<b>LOT AREA MINIMUM:</b>	None
<b>LOT WIDTH MINIMUM:</b>	None
<b>LOT COVERAGE MAXIMUM (OR FAR):</b>	100%
<b>MINIMUM SETBACKS:</b>	None (Refer to block frontage standards)
<b>MAXIMUM DENSITY:</b>	None
<b>MINIMUM DENSITY:</b>	16 dwelling units per acre
<b>HEIGHT LIMIT:</b>	45' with the potential to increase to 55' if 10% of the units are affordable

**NOTE:** Please refer to the City of Snohomish Municipal Code for more detailed description of the development standards. There would be a number of limitations and exceptions to consider as part of any proposed project. All information herein is subject to confirmation with the City of Snohomish's Community Planning & Development Services.

**Table 1**  
Summary of block frontage standards.

Block Frontage Type		Details
Storefront		<ul style="list-style-type: none"> <li>Special transparency, weather protection, and entry requirements.</li> <li>Minimum commercial space height and depth.</li> <li>No ground floor residential uses except for live/work units where the storefront space meets height and depth standards.</li> <li>Ground-level parking placed to the side or rear of buildings.</li> </ul>
Landscaped		<ul style="list-style-type: none"> <li>Landscaping to soften façades and buffer parking areas.</li> <li>Minimum façade transparency requirements supportive of the use and setback.</li> <li>Ground-level parking placed to the side or rear of buildings.</li> </ul>
Bonneville		<ul style="list-style-type: none"> <li>Shall only be used on blocks fronting Bonneville Avenue.</li> <li>No restrictions on parking lot location (except for landscaping requirements to buffer parking areas).</li> <li>Façade transparency requirements based on use.</li> <li>At least one primary entry facing the sidewalk with weather protection required.</li> </ul>



# PLANNING COMMISSION

## UPDATES

The Planning Commission is reviewing a proposal to repeal and replace Chapter 14.285 SMC, Low-Income Housing Incentives to revise, expand, and enhance incentives for construction of affordable housing units. The proposed draft adjusts eligibility requirements, terms, and the approval process, and provides expanded incentives, both regulatory and financial. The proposal includes a 10-foot reduction in the base building height allowance for the Midtown North zone; this is combined with a 10-foot building height incentive for inclusion of eligible affordable housing units.

In addition, there are Financial Incentives being considered for approval as outlined in the below draft documents. In summary, they may include:

- ▶ Fee Reductions - Land Use permit fee, SEPA review fee, Site civil construction permit fee, Building permit fee [Up to 20%]
- ▶ Impact/Mitigation Fee Reductions - Traffic impact fee & Park impact fee, [Up to 50%]
- ▶ Utility Connection Fees - Water & Sewer fees [% ranges for type and based on percentage affordable]

Review the proposed code language:

- ▶ [Draft Chapter 14.285 SMC, Affordable Housing Incentives](#)
- ▶ [Draft SMC 14.210.240, Dimensional Tables](#)



# UTILITIES

A list of the utility service providers in the area are:

## WATER

The City of Snohomish supplies the water service, and there is reportedly a 12" Ductile Iron water main pipeline under Bonneville Avenue; and across Avenue 'D' there is a 12" Ductile Iron pipe north of 13th Street, and an 8" Cast Iron pipe south of 13th Street.

## SEWER

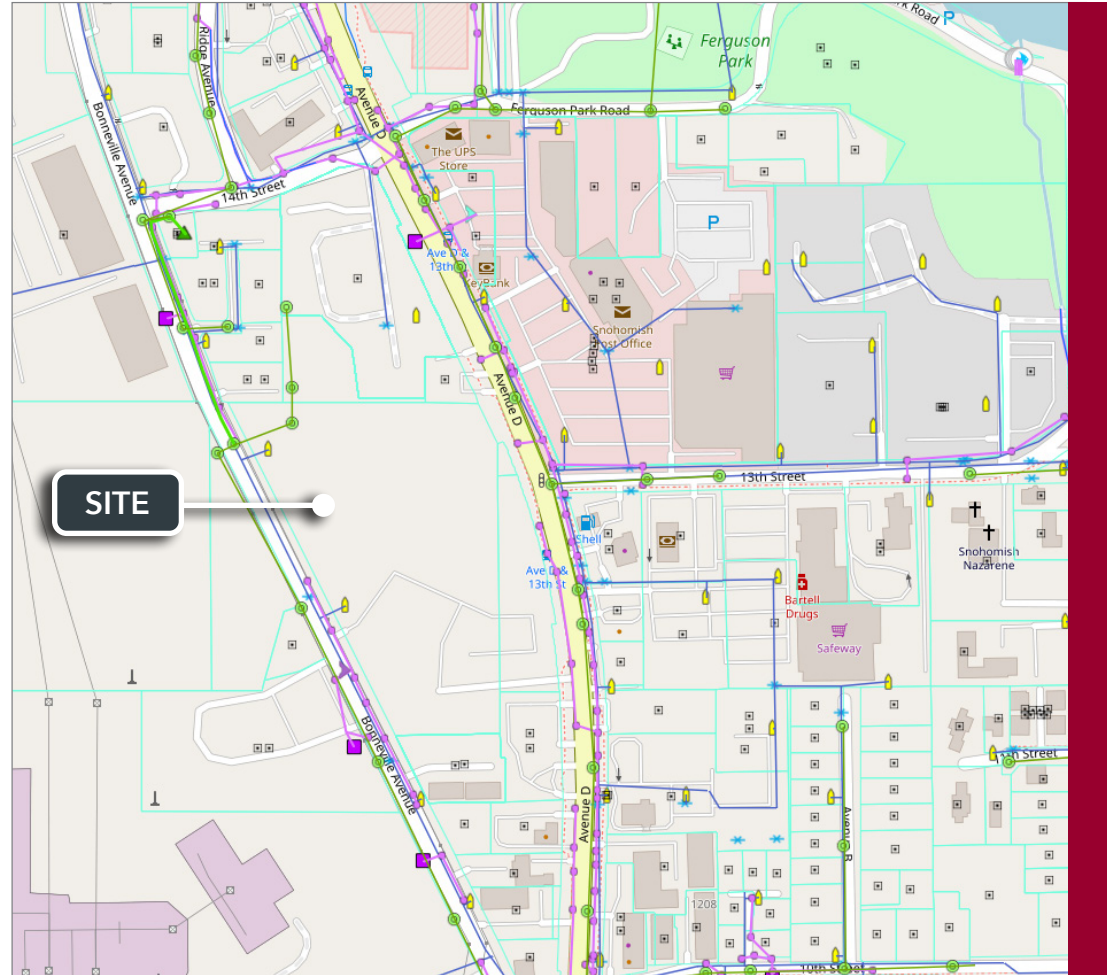
The City also provides the sanitary sewer service, and there is reportedly an 8" sewer main across Avenue 'D' and 8" sewer main across Bonneville Avenue, which crosses the street into the northwest corner of the property where the line splits into an 8" side sewer serving properties to the immediate north, and the main continues north under Bonneville Ave as a force main.

## STORM WATER

The City also provides the storm water conveyance with a 6" PVC Smooth pipe under Bonneville Avenue at the southwest corner, and a 12" concrete pipe at the northwest corner. There are 12" concrete pipes along Avenue 'D'.

## ELECTRICITY

Snohomish County PUD, a public utility, is the electrical service provider in the City of Snohomish. There are overhead power lines along both streets, and there is extensive electrical grid infrastructure in the immediate area, including a BPA substation located to the southwest of the property, across Bonneville Avenue.





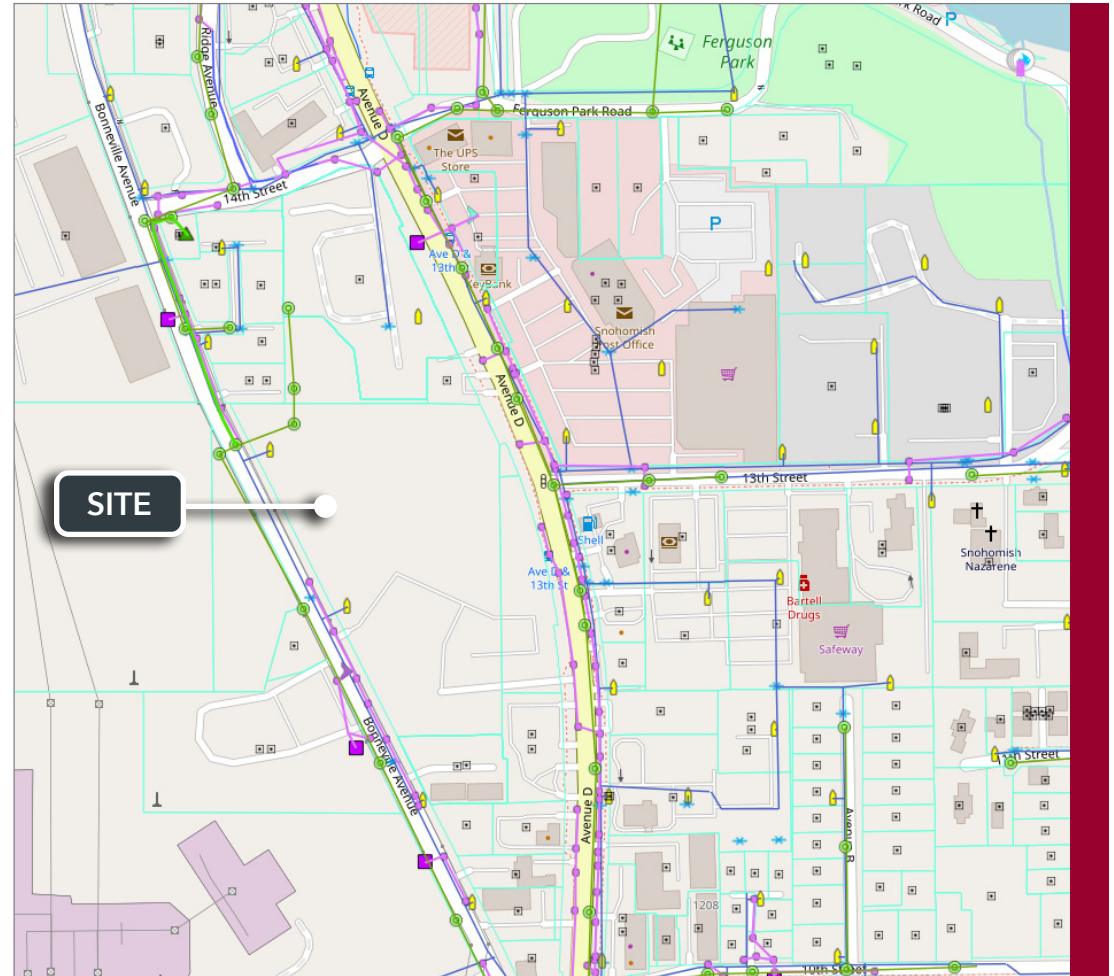
# UTILITIES

## NATURAL GAS

Puget Sound Energy (PSE) is the supplier of natural gas service in the City of Snohomish.

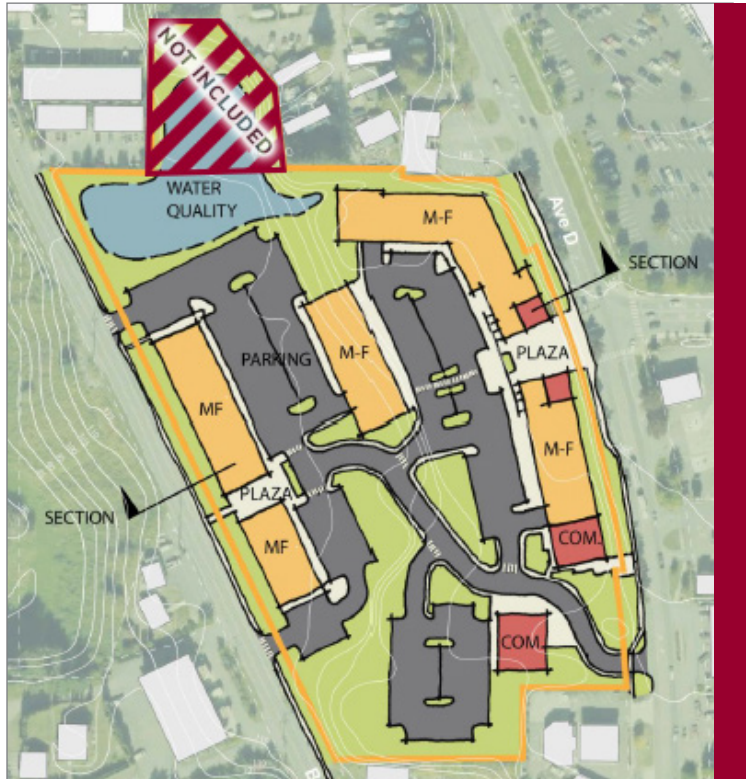
## INTERNET CONNECTIVITY

Ziply Fiber claims to be Fiber Ready with gig-speed internet service in addition to other traditional telecom service providers.



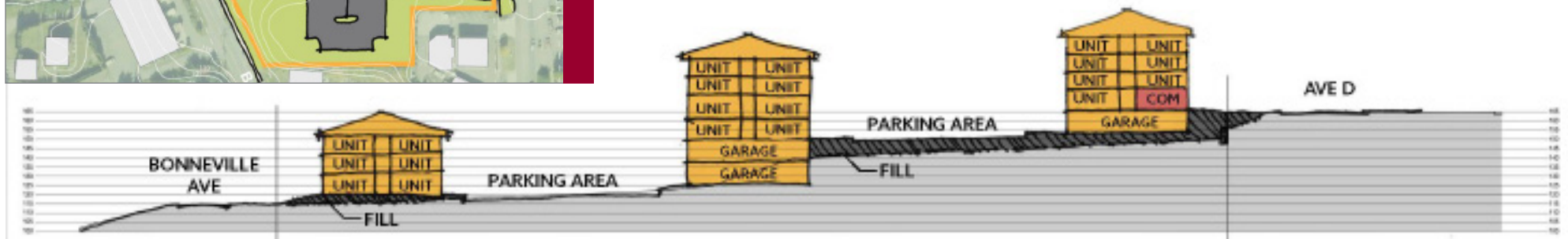


# DEVELOPMENT ALTERNATIVES



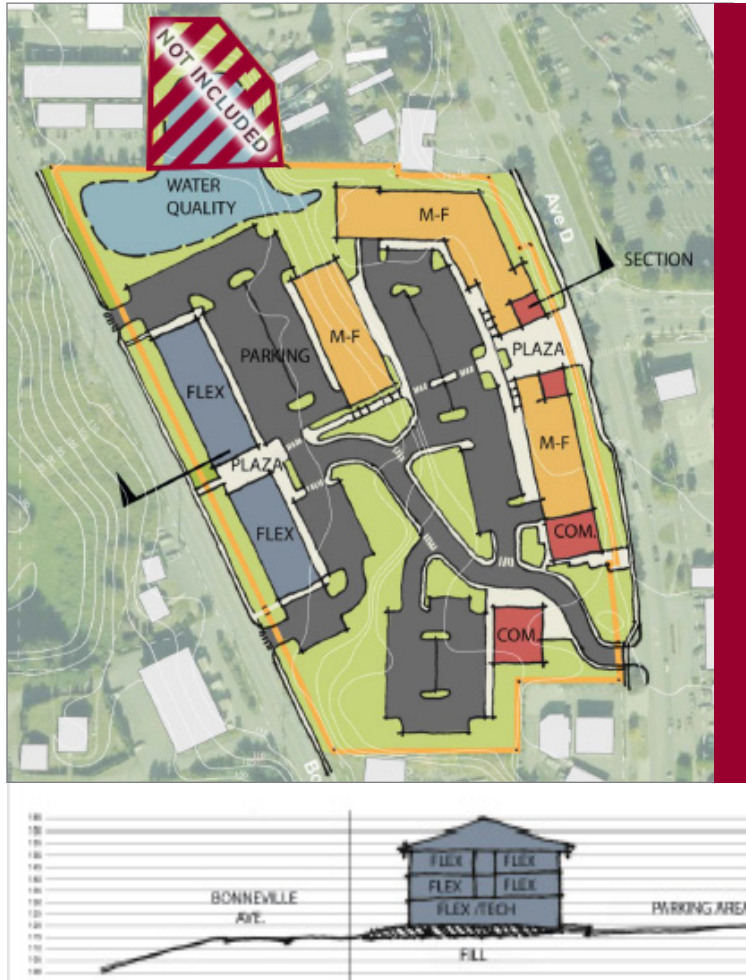
## OPTION A

This development concept maximizes the density of multifamily units by utilizing majority of the site for varying scales of vertical development from 3-5 stories, with majority of the parking provided as surface parking. The characteristics of the site allowed for some covered structured parking options taking advantage of the topography. This development concept incorporates the direction of the adopted zoning changes by providing a portion of the street level frontage along Avenue D as commercial uses.





# DEVELOPMENT ALTERNATIVES



## OPTION B

This development concept blends a mix of flex/tech development into the multifamily concept showing in Option A. By taking advantage of the site topography, the access from Bonneville Ave provides a separate commercial entrance for the lower terrace while Avenue D access provides a main entrance for mixed use multifamily. This option also incorporates varying scales of vertical development from 3-6 stories, with majority of the parking provided as surface parking. The characteristics of the site allowed for some covered structured parking options taking advantage of the topography. This development concept also incorporates the direction of the adopted zoning changes by providing a portion of the street level frontage along Avenue D as commercial uses.

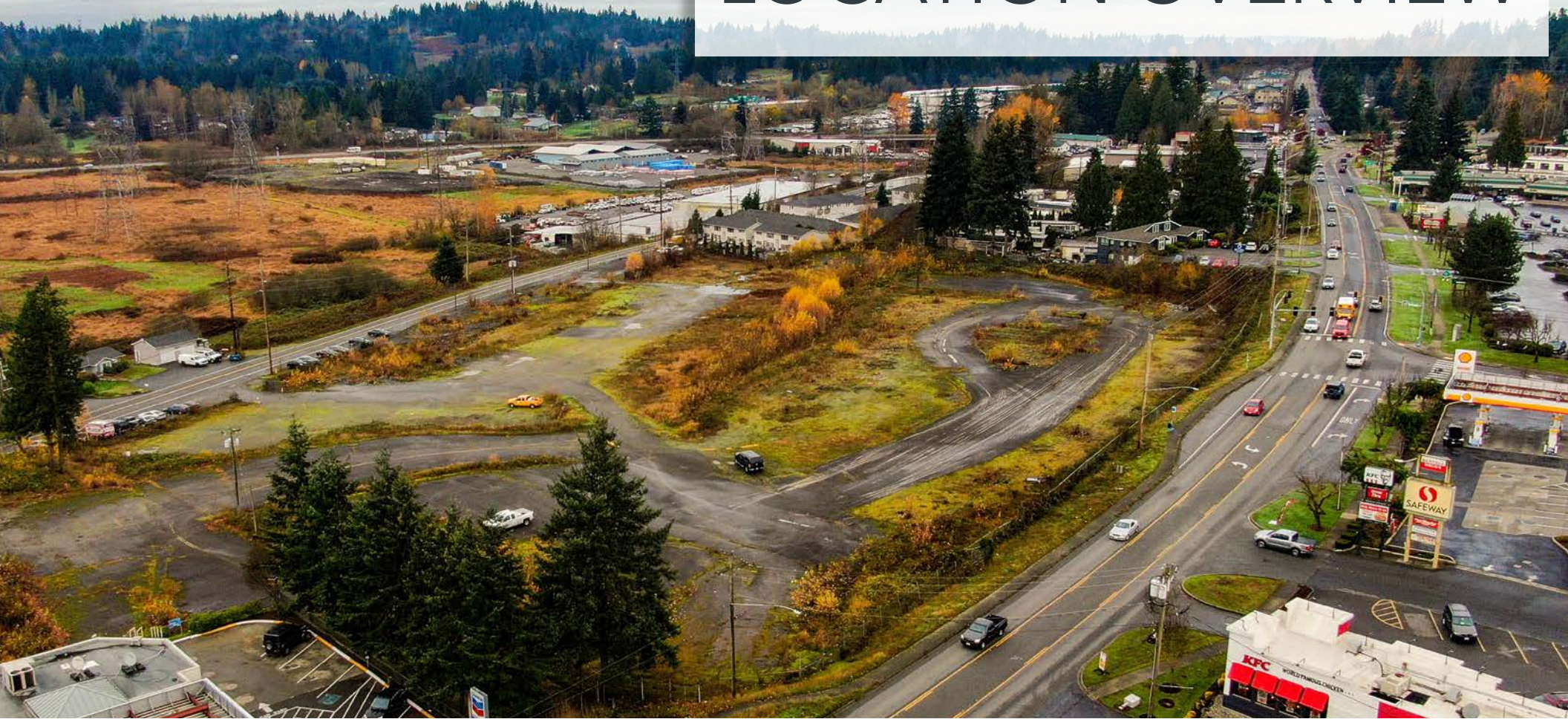


# CONCEPTUAL RENDERINGS





# MARKET & LOCATION OVERVIEW





# PUGET SOUND REGION

The Puget Sound Region, located on the western side of Washington State, is considered one of the most vibrant and desirable areas in the United States for real estate investment. Natural geographical constraints that place limits on supply, and employment growth that consistently rank above the national average have attracted the investment community worldwide. The area possesses a critical mass of well-capitalized and innovative companies that are global leaders in industries such as technology, aerospace, distribution, manufacturing, global health, biotechnology, research, and retail.

Many growth-oriented, internationally recognized companies were founded in the Puget Sound and continue to remain in the area, such as Microsoft, Amazon, Starbucks, Nordstrom, Boeing, Nintendo, UPS, PACCAR, Expedia, REI and Costco, which along with the Ports of Seattle, Tacoma and Everett, help provide a stable and growing economic base, further demonstrating the Puget Sound's appeal and economic strength.

The region has remained one of the top markets for institutional real estate investment, due to its large and highly educated employment base, technology industry job growth, increasing levels of foreign investment, and the expansion of commercial aerospace and other manufacturing. The strength of the region's economy has resulted in comparatively lower unemployment rates than most other areas of the United States. According to the Bureau of Labor Statistics, the Seattle-Bellevue-Everett unemployment rate as of April 2022 is 2.0% and a total labor force of nearly 2.2 million.



# CITY OF SNOHOMISH

The City of Snohomish is most well known for the Historic District. In 1973, Snohomish was the first city in the county to pass an ordinance establishing a Historic District, which is listed on the National Register of Historic Places. The Historic District is a 26-block area along the Snohomish River, containing a mix of commercial and residential uses.

The City of Snohomish is the 11th largest city in Snohomish County. What it lacks in size is easily made up by the strategic location. Highway 9 is a major north/south corridor, second only to Interstate-5 and separated by approximately 5 miles. The City of Snohomish sits at the intersection of the largest cities in Snohomish County, connecting Everett, Marysville and Arlington to the southern cities of Woodinville, Bothell, and Monroe.

*"The riverside community of Snohomish, Washington, is a vibrant and eclectic town that intertwines its rich history with a forward-thinking and friendly atmosphere.*

*Historic Downtown Snohomish exudes a sense of nostalgia with its classically Main Street America appearance. However, a closer inspection will reveal a 21st-century interpretation and repurposing of heritage architecture. Towering brick edifices and antique shops stand shoulder-to-shoulder with modern boutiques and eateries, artist studios, galleries, and tattoo parlors set above the winding Snohomish River.*

*There's easily a weekend of shopping, dining, and recreation to be had here. Let's explore the best of what Snohomish has to offer."*

Excerpt courtesy of: [SeattleNorthCountry.com](https://seattle.northcountry.com)



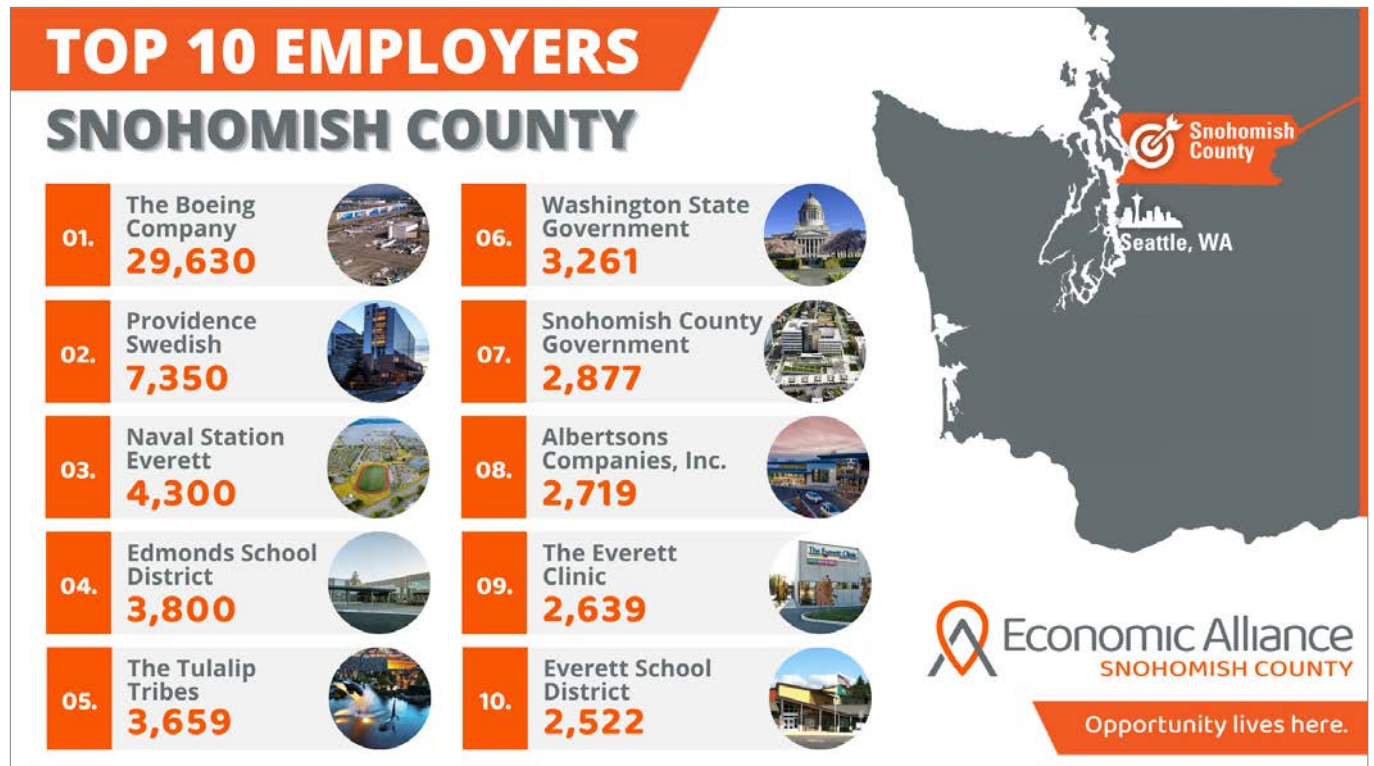
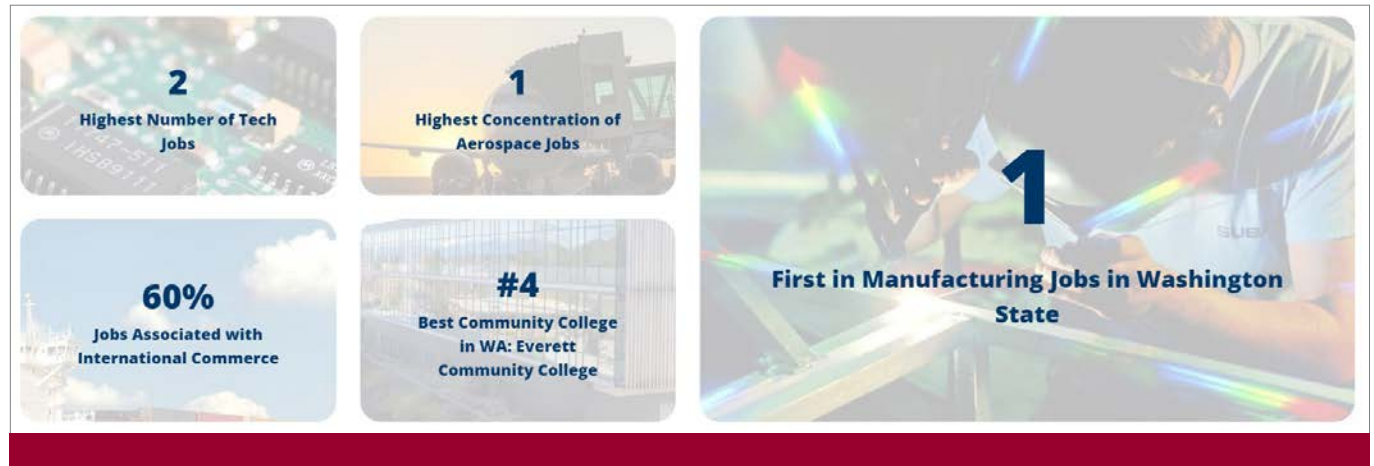
# SNOHOMISH COUNTY

## SNOHOMISH COUNTY

According to Economic Indicators as reported by Economic Alliance of Snohomish County, the whole of Snohomish County continues to grow while vacancy rates continue to contract. As of November, the Snohomish County unemployment rate sit as to 3.9% compared to the State average of 4.2%. Year over year decline in unemployment 0.3%.

## DEMOGRAPHICS

Snohomish County has an approximate total population of 858,614 as of 2023 with an average annual growth rate of 1.56% from 2010-2023. In addition, as of 2023, the current median home value is \$637,622 (according to ESRI) with a median household income of \$104,508.



Images Courtesy of: Economic Alliance Snohomish County

# MARKET STATISTICS

## DEMOGRAPHICS & INCOME PROFILE

### 2023 CITY OF SNOHOMISH

#### KEY FACTS

20,311

Population

42.0

Median Age



7,816

Households

\$88,861

Median Disposable Income

#### EDUCATION

6.2%

No High School Diploma



25.0%

High School Graduate



35.4%

Some College/

Associate's Degree



33.5%

Bachelor's/Grad/

Prof Degree

#### INCOME



\$106,896

Median Household Income



\$52,051

Per Capita Income



\$285,008

Median Net Worth

### 2023 SNOHOMISH COUNTY

#### KEY FACTS

858,614

Population

39.0

Median Age



319,368

Households

\$86,359

Median Disposable Income

#### EDUCATION

6.0%

No High School Diploma



23.8%

High School Graduate



33.1%

Some College/

Associate's Degree



37.1%

Bachelor's/Grad/

Prof Degree

#### INCOME



\$106,896

Median Household Income



\$52,051

Per Capita Income



\$285,008

Median Net Worth

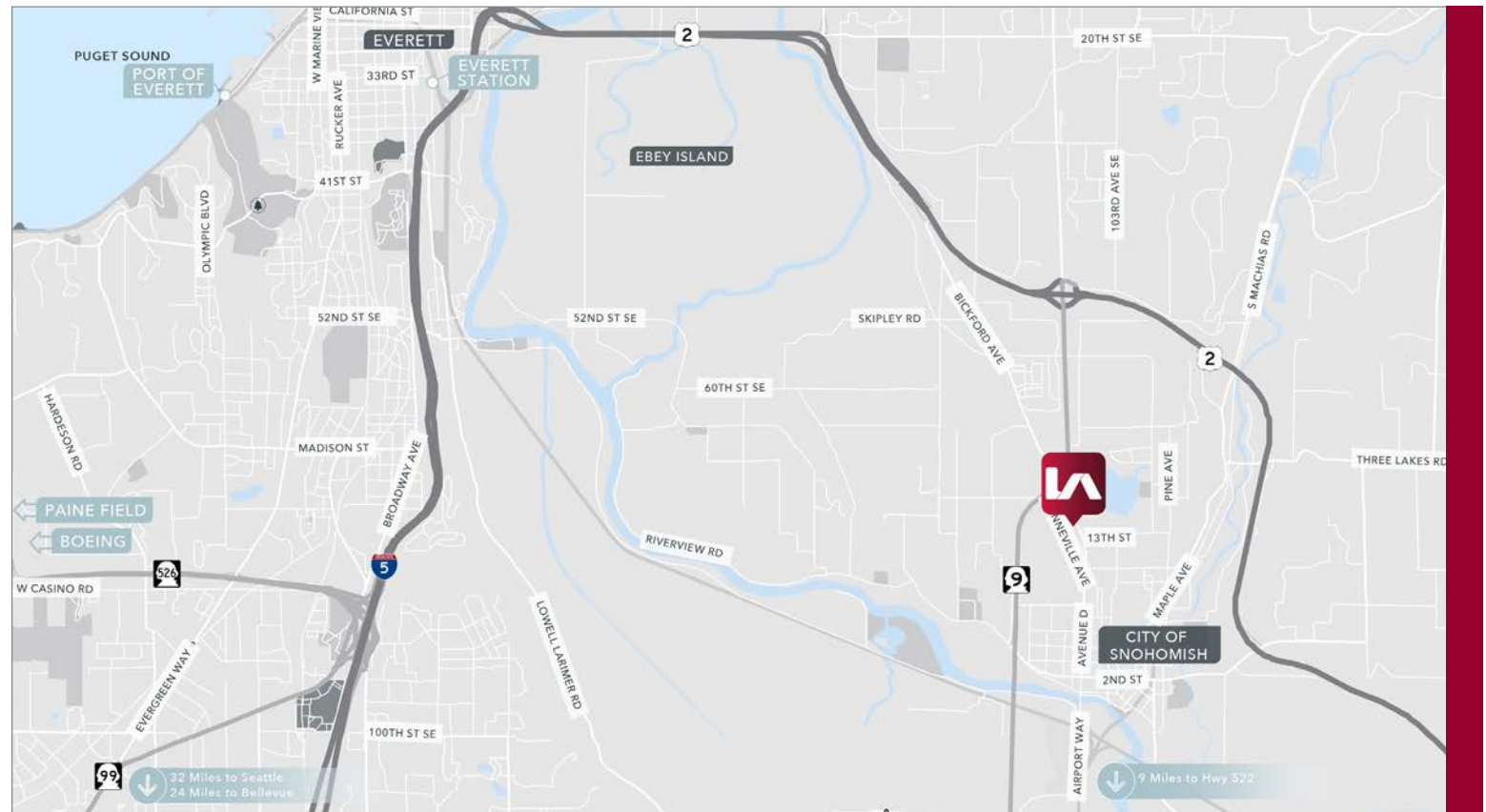


# SURROUNDING AREAS

## TRANSPORTATION

The Property benefits from being located just over ½ mile south of State Route-9, which connects to Highway-2 approximately 1.5-miles to the north, and then only 6 miles to Interstate-5 interchange in Everett, WA.

There are multiple transit options, with a Community Transit bus stop directly in front of the property at Avenue 'D' and 13th Street and the Snohomish Park & Ride only a half mile away. Currently there are four bus routes with connections to important regional destinations, including downtown Seattle, the employment center around Boeing/Paine Field, and Everett Station, which connects to other Sound Transit bus routes, the "Sonder" commuter rail line, and future Link Light Rail Station.





# APPENDIX

## A





## Proposed Form of Purchase and Sale Agreement



### 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 \_\_\_\_\_, 2023 (the “Effective Date”), by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (“Seller”), and \_\_\_\_\_, (“Buyer”).

#### RECITALS

A. Seller is the owner of certain real property identified by Snohomish County Assessor Tax Parcel Numbers 28051200405400 and 00487700000901, containing approximately 8.6 acres (the “Property”). The Property is more fully described on Exhibit A, “Legal Description”, attached hereto.

B. Seller is the owner of certain real property identified by Snohomish County Tax Parcel Number 00538900200100 that abuts the Property to the north (the “Benefitting Parcel”). Seller intends to record a thirty (30) foot wide permanent nonexclusive access and utility easement on a portion of the north side of the Property to benefit the Benefitting Parcel (the “Easement”), as shown on Exhibit E, “Easement”, attached hereto. The parties shall record the Easement at to Closing.

C. The Property is the subject of certain environmental remediation actions taken by adjoining property owner Skotdal Enterprises, Inc. (“Skotdal”) pursuant to the Washington Department of Ecology’s Voluntary Cleanup Program and assigned Facility Site ID 12775192, Cleanup Site ID 4313. More particularly, the western lower portion of the Property, commonly referred to as the “Lower Terrace,” has been assigned VCP Site Number NW 2756; the eastern higher portion of the Property, commonly referred to as the “Upper Terrace,” has been assigned VCP Site Number NW 2740. On October 24, 2013, the Department of Ecology issued a “No Further Action” letter to Seller for the Lower Terrace. A true and correct copy of that October 24, 2013, letter is attached to this Agreement as Exhibit C. On January 15, 2019, the Department of Ecology issued a “No Further Action Likely” letter to Seller for the Upper Terrace. A true and correct copy of that January 15, 2019, letter is attached to this Agreement as Exhibit D.

C. Seller now desires to sell the Property to Buyer, and Buyer 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 Buyer agree as follows:

### 1. PURCHASE AND SALE OF THE PROPERTY

Seller shall sell and convey to Buyer, and Buyer 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 \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_) (the "Purchase Price"). The Purchase Price shall be paid in cash at Closing, as that term is defined in Section 10.1 below, 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 Buyer shall deposit with the Escrow Agent an earnest money deposit in the amount of \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_) ("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

Buyer 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. 500120175, dated February 11, 2022, (the "Preliminary Commitment"), together with legible copies of all documents referenced in the Preliminary Commitment.

#### 4.2 Permitted Exceptions



Buyer 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 Buyer, as soon as reasonably possible after the Closing Date, a standard owner’s ALTA coverage form title insurance policy in favor of Buyer, in the amount of the full Purchase Price, subject only to the Permitted Exceptions (the “Title Policy”) approved by the Buyer 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. Buyer 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 Buyer 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 \_\_\_\_\_ days from the Effective Date of this Agreement (“Due Diligence Period”) in which to conduct any due diligence Buyer deems appropriate, and Buyer 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, Buyer will take responsibility for any hazardous material on site and for any wetland protection regulations on the Property.

#### **6.2 Due Diligence Materials**

Buyer agrees that Seller is not providing any documents or materials to Buyer, except for the documents or materials provided to the Buyer attached hereto. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, the Seller may elect to have the Buyer deliver to the Seller originals or copies of all third party reports, documents, studies, analyses, and other written information obtained by the Buyer with respect to the Property, including results of physical inspections, engineering studies, engineering drawings and specifications, surveys, Hazardous Substances reports, soil tests, site plans,

feasibility studies, market studies, title reports, permits, approvals and authorizations (whether obtained from Governmental Authorities or third parties); provided, however, in the event the Buyer delivers any or all of the aforementioned materials to the Seller, the Buyer makes no representation or warranty as to the accuracy or completeness of the same and the Seller shall have no right to rely on such materials. The Section 6.2 shall survive the termination of this Agreement.

### **6.3 Right of Entry and Inspection**

During the Due Diligence Period the Buyer and Buyer'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 Buyer may deem desirable, at Buyer'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 the Seller. In exercising this right of entry and inspection, Buyer shall not disturb the existing groundwater monitoring wells located substantially on the northeastern portion of the Property, and Buyer shall use reasonable efforts to coordinate its entries onto and testing of the Property with Seller. Notwithstanding anything contained herein to the contrary, Buyer shall not conduct any invasive testing on the Property without the prior written consent of Seller.

Buyer 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 Buyer or Buyer's representatives under this Section 6.3. Buyer shall furnish to Seller evidence of liability insurance maintained by Buyer or Buyer's representatives. If any inspection or test disturbs or damages the Property, Buyer 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 Buyer'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 Buyer 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, including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws, as defined in Section 14.6 below, or other laws, statutes, ordinances, decrees, regulations, and other requirements applicable to the Property; and the presence of any Hazardous Substances, as defined in Section 14.5 below, in, on, or under the Property. Buyer further acknowledges that any information of any type which Buyer has received or may receive from Seller or any of its respective agents, employees or contractors, is furnished on the express condition that Buyer 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. Buyer 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. The disclaimers and waivers made in this Section 6.4 shall survive the closing of the transaction contemplated by this Agreement and shall not merge into the Deed.

## 6.5 Termination Right

If Buyer notifies Seller in writing before the end of the Due Diligence Period that Buyer desires to terminate this Agreement, in Buyer's sole and absolute discretion, Buyer may, upon written notice to Seller, terminate this Agreement, and the parties hereto shall be released from all obligations hereunder and Buyer shall be entitled to the return of the Earnest Money. If Buyer fails to terminate this Agreement in accordance with its right to terminate on or before the end of the Due Diligence Period, Buyer 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 Buyer except as otherwise provided in this Agreement.

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

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

## 8. FORM 17

**BUYER 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.**

**BUYER 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.**

---

**Buyer's Initials**

## 9. SELLER'S REPRESENTATIONS

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

- (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) With the exception of the issues giving rise to Property's inclusion in the Department of Ecology's Voluntary Cleanup Program (VCP) as described in Recital B above, 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, except as described in Recital B above and set forth in the VCP documents for Facility Site ID 12775192, Cleanup Site ID 4313, 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 Department of Ecology web address for some (but not all) VCP documents associated with the Property is as follows: <https://apps.ecology.wa.gov/cleanupsearch/site/4313#site-documents>.
- (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 \_\_\_\_\_ 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 Buyer fails without legal excuse, to complete the purchase of the Property, the Earnest Money deposit made by the Buyer 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, and (iii) the State of Washington excise tax due, if any, upon the conveyance of the Property.

- (b) Through escrow at Closing, Buyer 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 Buyer.
- (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) Buyer shall pay any Buyer's broker fees as described in Section 15 of this Agreement. Seller shall pay any Seller's broker fees. Buyer shall not be obligated to pay any Seller's broker fees.
- (e) All other costs of Closing, if any, shall be borne by Seller and Buyer 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 state 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;
- (e) A duly executed and acknowledged deed granting the Easement from the Property to the Benefitting Parcel, in the form attached to this Agreement as **Exhibit E**; and



- (f) 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 Buyer's Escrow Deposits

On or before the Closing Date, Buyer 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 state law;
- (c) Buyer's approved estimated settlement statement;
- (d) A duly executed and acknowledged deed granting the Easement from the Property to the Benefitting Parcel, in the form attached to this Agreement as **Exhibit E**; 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. 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, Buyer may terminate this Agreement by giving written notice of termination to Seller. In the event Buyer elects to terminate this Agreement pursuant to this Section 12, all rights or obligations of Seller and Buyer 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 state law, including, without limitation, the remedy of specific performance. In addition to all other remedies available under Washington state law, in the event the Buyer 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 SUBSTANCES INDEMNIFICATION

### 14.1 Voluntary Cleanup Program and Property Development

Buyer acknowledges that it may become a potentially liable party under the Washington Model Toxics Control Act (chapter 70A.305 RCW) for the Property upon Closing. After Closing, Buyer shall cooperate with Skotdal and the Department of Ecology in any and all remediation actions necessary to remediate the Property until the Property is discharged from the VCP by the Department of Ecology and/or receives a “No Further Action” letter. Further, Buyer agrees to consult with the Department of Ecology and Seller regarding the design and construction of its development at the Property, and to ensure such design and construction does not interfere with, or increase the cost of, remedial actions the Department of Ecology may require at the Property, to the extent that increase in cost could be incurred by Seller. Buyer shall comply with all requirements imposed by the Department of Ecology with respect to the Property.

### 14.2 Release from Liability

Except as otherwise provided in this Agreement, Buyer waives, releases and discharges forever Seller from any and all present or future claims or demands and any and all damages, losses, injuries, liabilities, causes of action (including without limitation, causes of action in tort), costs, and expenses (including without limitation fines, penalties and judgments, and attorney’s fees) of any and every kind or character, known or unknown (collectively “Losses”) that Buyer might have asserted against Seller arising from or in any way related to environmental conditions in, at, on, under, or originating from the Property or the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal, or other handling of any Hazardous Substances in, on, or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person, and (c) Losses arising under any Environmental Law enacted after the Effective Date of this Agreement. Nothing in this Agreement shall be construed to waive or discharge any rights or claims Buyer may hold under the Environmental Laws, agreements or deeds, to seek indemnity or contribution from third parties for Losses arising from or in any way related to environmental conditions on the Property.

### 14.3 Indemnification by Buyer

Upon Closing, Buyer will be responsible for all costs of remediation of Hazardous Substances released on or from the Property or violations of any Environmental Law relating to the Property. Buyer further agrees to indemnify and defend Seller against any and all Losses, as defined in Section 14.2 above, that Seller sustains as a result of claims by third parties, including but not limited to federal, state, and local regulatory agencies for damages or remediation costs related to environmental conditions in, at, on, under, or originating from the Property.



## 14.4 Indemnification - Dispute Resolution

If a dispute arises under this Section 14, either party may notify the other, in writing, of an issue or issues in dispute. Upon such notification, both Seller and Buyer shall meet and confer in an attempt to resolve the matter(s) in dispute. The period within which the parties shall meet and confer shall extend from the notice of the issues in dispute for thirty (30) days unless the parties mutually agree to extend the meet and confer period. At the conclusion of this period, if the issues are not resolved, the parties shall mutually select a qualified mediator and submit the issues to resolution by mediation. If the parties cannot agree to the appointment of a mediator within fifteen (15) days, either party may request the Presiding Judge of the Snohomish County Superior Court to designate a mediator which the parties shall accept. If the mediation fails, either party may submit the matter to a court of competent jurisdiction for judicial resolution.

## 14.5 Definition of Hazardous Substance

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 70A.300 RCW) as amended from time to time and regulations promulgated thereunder; (ii) any “hazardous substance” under the Washington Model Toxics Control Act (chapter 70A.305D 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.

## 14.6 Definition of Environmental Law

The term “Environmental Law” means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health or the environment, including without limitation the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Washington Model Toxics Control Act, the Washington Hazardous Waste Management Act, the Washington Water Pollution Control Act, laws concerning above ground or underground storage tanks, and any similar or comparable state or local law.

## 14.7 Survival

The provisions of this Section 14 shall survive the closing of the transaction contemplated by this Agreement and shall not merge into the Deed.

## 15. NO BUYER'S BROKER

Buyer 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 Buyer 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 Seller from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim. The Seller has contracted with a Seller's broker for the marketing and sale of the Property and Improvements. The Seller's contract with Seller's broker does not provide for any commission split, sharing of commission, or any other payment to any Buyer's broker or Buyer agent. 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 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  
Property Management Division  
3000 Rockefeller Avenue, M/S 404  
Everett, WA 98201  
Telephone: (425) 388-3400  
Email: [property.officer@snoco.org](mailto:property.officer@snoco.org)

Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 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 8:00 a.m. Pacific Daylight Time 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 Property
- EXHIBIT B - Form of Statutory Warranty Deed
- EXHIBIT C - No Further Action Letter
- EXHIBIT D - No Further Action Likely Letter
- EXHIBIT E - Form of Easement

## **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



# APPENDIX 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: \_\_\_\_\_

Title: Property Officer

**BUYER:**

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form:**



11-22-2022

Deputy Prosecuting Attorney

# APPENDIX A

## EXHIBIT A Legal Description of Property

*[To be inserted.]*



# APPENDIX A

## EXHIBIT B Form of Statutory Warranty Deed

*[To be inserted.]*

# APPENDIX A

## EXHIBIT C No Further Action Letter

*[To be inserted.]*



# APPENDIX A

## **EXHIBIT D** **No Further Action Likely Letter**

*[To be inserted.]*

# APPENDIX A

## **EXHIBIT E** **Form of Easement**

*[To be inserted.]*

# APPENDIX A

After Recording Return To:  
Snohomish County, Property Management  
3000 Rockefeller Ave., M/S 404  
Everett, WA 98201

## EASEMENT FOR INGRESS AND EGRESS

Reference Number: N/A

Grantor: \_\_\_\_\_

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

Legal Description: Ptn. of SE ¼ of Twn 28N Rng 5E Sec 12

Assessor's Property Tax parcel: Ptn. 280512-004-054-00

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, ("Grantor"), the undersigned owner in fee simple of the property described in Schedule 1, attached hereto, in consideration of good and valuable consideration, hereby grants to Snohomish County, a political subdivision of the State of Washington, ("Grantee") a non-exclusive, perpetual and appurtenant easement ("Easement") for the sole purpose of establishing, constructing, improving and maintaining a roadway for ingress, egress and for installation and maintenance of utilities over, across, and upon a strip of land across Grantor's property (the "Burdened Parcel") as described in Schedule 1 ("Legal Description of Easement"), attached hereto and made a part hereof, and a survey of which is shown in Schedule 2 attached hereto and made a part hereof. The Easement is for the benefit of the property more fully described as follows:

Assessor's Parcel ID No.: 005389-002-001-00

PANTINGS ADD TO SNOHOMISH BLK 002 D-00 - LOT 1-2-3-4-5-6 PLUS VAC STDEEDS V251 P74 FILE #469543 COST #1.00 PARCEL ID CO SHOPS ROAD DIST #3 LESS FDP PTN LOTS 3 TO 6 TGW W1/2 VAC SUMMIT AVE DAF BEG NW COR LOT 6 TH N89°59'30"E 80FT TO TPB TH S48°00'00"E 53FT TH S37°00'00"E 56.96FT TH S10°40'24"E 17FT M/L TO INT C/L VAC SUMMIT AVE TH N ALG SD C/L SUMMIT AVE TAP TH IS N89°59'30"E OF TPB TH S89°59'30"W TO TPB PER RESOLUTION FOR EXCHANGE OF REAL PROPERTY PER COMMISSIONERS REC VOL 52 PG 304 TGW FDP PER QCD VOL 665 PG 98 DAF TH PTN VAC SUMMIT AVE & JAMES ST LY ADJ TO LOTS 17 TO 19 BLK 1 DAF BAAP OF INT OF C/L VAC ALLEY IN BLK 1 & S LN OF NE1/4 SEC 12 TH N00°17'30"W 11.50FT TH S89°42'30"W 148FT TH N10°40'24"W 91FT M/L TO C/L SUMMIT AVE TH S ALG SD C/L TO S LN NE1/4 SEC 12 TH N89°42'30"E 163FT TO TPB TGW E1/2 VAC ALLEY IN BLK 2 ADJ THRTO & PTN VAC JAMES ST ADJ THRTO PER VACATION ORD COMMISSIONERS REC VOL 52 PG 304 COUNTY SHOP SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

(the "Dominant Parcel").

The rights, obligations, benefits, and burdens described in this Agreement are intended to touch and concern and run with the Burdened Parcel and the Dominant Parcel. All of the provisions of



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this Agreement shall run with the land, and shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns.

Grantor reserves the right to use the Easement for ingress, egress, utilities and any other purpose not inconsistent with the rights herein granted, provided, that Grantor shall not construct or maintain any building or structure on the Easement.

The Grantee shall maintain the Easement at its sole cost and expense and in a manner in all respect satisfactory to the Grantor. If Grantor uses the Easement area for road purposes, Grantor will share in maintenance costs on a pro rata basis.

**IN WITNESS WHEREOF**, the undersigned has hereunto granted this easement on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name:

Title: \_\_\_\_\_

Approved as to form:



09-22-2022

Deputy Prosecuting Attorney

Date

# APPENDIX A

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of \_\_\_\_\_, and acknowledged the said instrument to be the free and voluntary act and deed of \_\_\_\_\_ for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said.

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

Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## Schedule 1

### Legal Description of Easement (portion of Burdened Property)

A portion of the north 30 feet of the south east quarter of section 12, township 28 north, range 5 east, Willamette Meridian, in the County of Snohomish, being a portion of Snohomish County Assessor parcel number 280512-004-054-00, more particularly described as follows:

Commencing at the east quarter corner of said section 12, thence N88°47'33"W along the eastwest center of section line a distance of 311.72 feet to the point of beginning. Thence from said POB S1°12'27"W a distance of 30.00 feet. Thence N88°47'33"W, parallel to the east-west center of section line, a distance of 301.51 feet to east margin of the Bonneville Ave right of way. Thence northwesterly along a curve in said east margin, from which the center bears N65°34'05"E with a radius of 1402.62, through a central angle of 1°21'08", an arc distance of 33.10 feet to the intersection of the east margin of the Bonneville Ave right of way and the east-west center of section line for section 12. Thence S88°47'33"E along said center of section line a distance of 315.48 feet to the POB.

Situate in the County of Snohomish, State of Washington.



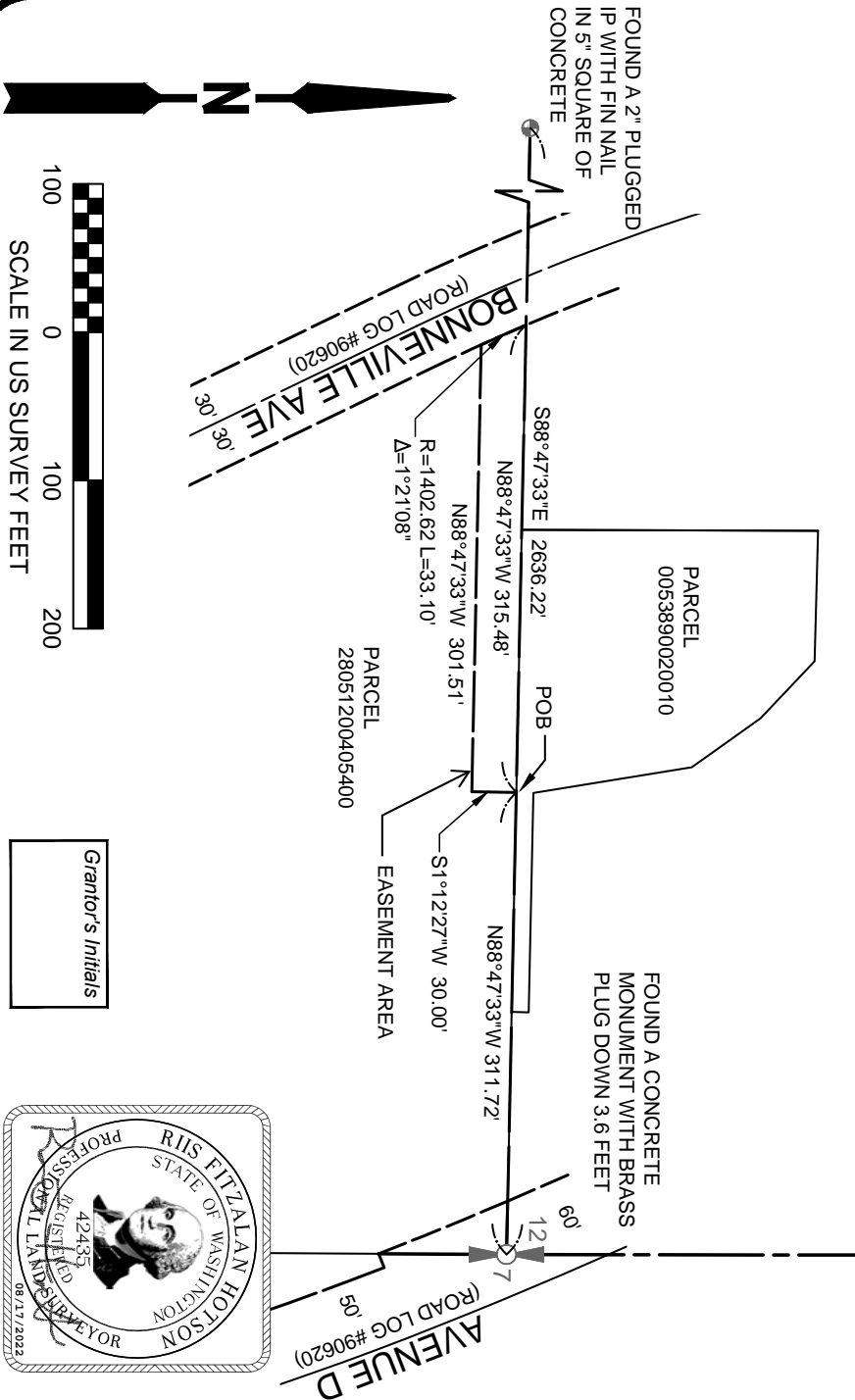
# APPENDIX A

## SCHEDULE 2 SURVEY OF EASEMENT

A



SECTION 12, T. 28 N, R. 5 E., W.M.



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XX Bonneville Ave, Snohomish\Sale 2024\OM\OM - Snohomish Terrace 01.2024