



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 14th day of September, 20 22 (the "Effective Date"), by and between Sharla Ann Spoelstra, as her separate estate, ("Seller"), and Snohomish County, a political subdivision of the State of Washington ("Buyer").

1. Real Property. Seller is the taxpayer, per Snohomish County Assessor's records, of certain real property located in Snohomish County, Washington, consisting of approximately 1.91 acres of vacant land located West of Swan Slough Branch Road and East/South of Ebey Slough, identified by assessor tax parcel number 28050300200600, and more particularly described on **Exhibit A** to this Agreement (the "Property"). Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all rights appurtenant thereto, under the terms and conditions specified in this Agreement.

2. Purchase Price; Earnest Money; The total purchase price for the Property shall be **Ten Thousand Dollars and no/100 (\$10,000.00)** ("Purchase Price"). The Buyer will pay the Purchase Price in cash at closing. No earnest money payment shall be made or required.

3. Title.

3.1 Conveyance. At closing, Seller shall convey her interest in the Property to Buyer by a duly executed and acknowledged Quitclaim Deed in substantially the form attached to this Agreement as **Exhibit B** (the "Deed").

3.2 Preliminary Commitment; Condition of Title. Buyer has received a Guarantee (the "Guarantee") for title insurance for the Property from Chicago Title Company of Washington (the "Title Company"), Certificate No. 500129583, dated July 25, 2022. Title to the Property is vested in Grace K. Christianson, as her separate estate. Schedule B, Special Exceptions, No. 13, identifies "Any interest of the person shown below appearing as assessed owner of said Land on the county secured tax rolls: John Spoelstra." John Spoelstra is deceased, Sharla Ann Spoelstra is his spouse. The Snohomish County Assessor Property Account Summary is attached as **Exhibit C**.

4. Buyer's Authority. Buyer's obligations under this Agreement are expressly subject to, and conditioned upon, the approval of this Agreement by the Snohomish County Council and the execution of this Agreement by the Property Officer of the Department of Facilities and Fleet. Buyer represents and warrants to Seller that, at the date Buyer executes this Agreement and at

the date of closing, Buyer, and any person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder.

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

6. Closing.

6.1 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.

6.2 Escrow Agent. The transaction contemplated by this Agreement shall be closed through Chicago Title and Escrow located at 3002 Colby Avenue, Everett, WA 98201, (the "Escrow Agent").

6.3 Closing Date. The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than **October 31, 2022 or sooner**, (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

6.4 Closing Documents and Funds. On or before the date of closing, Buyer and Seller shall each deposit with the Escrow Agent all instruments, documents, and monies necessary to complete the transaction contemplated by this Agreement.

7. Closing Costs; Prorations. All costs of closing shall be borne by Buyer.

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

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

If to Seller:

Sharla Ann Spoelstra
1429 Avenue D, 453
Snohomish, WA
Telephone: 425-314-7065

If to Buyer:

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

If to Escrow Agent:

Chicago Title and Escrow
Escrow Department
3002 Colby Avenue
Everett, WA 98201
Telephone: (425) 258-3683

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

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

EXHIBIT A – Legal Description of Property
EXHIBIT B - Form of Quitclaim Deed
EXHIBIT C – Snohomish County Assessor Property Account Summary

12. Time of the Essence; Computation. Time is of the essence of each and every provision of this Agreement. If the final date of any period of time set out in any provision of this Agreement

falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

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

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

SELLER: Sharla Ann Spoelstra

By 
Sharla Ann Spoelstra

Date: 8/5/22

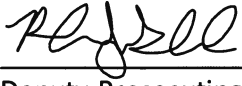
BUYER: Snohomish County, a political subdivision of the State of Washington

By 
Steven Tease, Property Officer

Date: 9/14/22

Approved as to Form

08-01-2022



Deputy Prosecuting Attorney

Date

EXHIBIT A

Legal Description of Property

For APN/Parcel ID(s): 280503-002-006-00

All that portion of Government Lot 4, Section 3, Township 28 North, Range 5 East, W.M., de scribed as follows:

Beginning at the Northeast corner of said section;
Thence South 0°30' West 1259.62 fee to the 1/16th Section corner;
Thence angle left 90°06' a distance of 551 feet to the East bank of Ebey Slough, begin the true place of beginning;
Thence on same course for 445.32 feet;
Thence angle left 112°10' for 157 feet;
Thence angle left 80°08' for 65 feet;
Thence angle right 80°08' for 60 feet;
Thence angle right 99°52' a distance of 65 feet;
Thence angle left 90°52' a distance of 218.93 feet;
Thence angle left 130°47'30" for 285 feet;
Thence angle right 18°12'30" for 213 feet to the true point of beginning.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B
FORM OF QUITCLAIM DEED

<p>Return Address:</p> <p>Snohomish County Property Management 3000 Rockefeller Avenue M/S 404 Everett, WA 98201 ATTN: Cherie Hutchins</p>

<p>Document Title(s) (or transactions contained therein):</p> <p>Quitclaim Deed</p>
<p>Reference Number(s) of Related Documents: N/A</p>
<p>Grantor(s) (Last name first, then first name and initials):</p> <p>Spoelstra, Sharla Ann</p>
<p>Grantee(s) (Last name first, then first name and initials):</p> <p>Snohomish County, a political subdivision of the State of Washington</p>
<p>Legal description (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>Ptn. of Government Lot 4, Section 3, Township 28 North Range 5 East</p> <p>All Situate in the County of Snohomish, State of Washington</p>
<p>Assessor's Property Tax Parcel/Account Number <u>28050300200600</u></p>

QUITCLAIM DEED

Grantor, Sharla Ann Spoelstra, as her separate estate, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, conveys and quitclaims to Snohomish County, a political subdivision of the State of Washington ("Grantee"), the following described real estate:

All that portion of Government Lot 4, Section 3, Township 28 North, Range 5 East, W.M., described as follows:

Beginning at the Northeast corner of said section;
Thence South 0°30' West 1259.62 feet to the 1/16th Section corner;
Thence angle left 90°06' a distance of 551 feet to the East bank of Ebey Slough, begin the true place of beginning;
Thence on same course for 445.32 feet;
Thence angle left 112°10' for 157 feet;
Thence angle left 80°08' for 65 feet;
Thence angle right 80°08' for 60 feet;
Thence angle right 99°52' a distance of 65 feet;
Thence angle left 90°52' a distance of 218.93 feet;
Thence angle left 130°47'30" for 285 feet;
Thence angle right 18°12'30" for 213 feet to the true point of beginning.

Situate in the County of Snohomish, State of Washington. Dated this _____ day of _____, 2022.

By: _____
Sharla Ann Spoelstra

Grantee: Snohomish County
Accepted and Acknowledged

Name: Steven Tease, Property Officer

Date: _____

EXHIBIT C

Property Account Summary

Property Account Summary

8/4/2022

Parcel Number	28050300200600	Property Address	UNKNOWN UNKNOWN , UNKNOWN,
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General Information

Property Description	SEC 03 TWP 28 RGE 05RT-21-) BEG NW COR SEC TH S00*30 00W 1259 .62FT TO 1/16 COR TH ANG L 90*06 551FT TO E BANK EB EY SLOUGH TPB TH ON SAME COU- RSE 445.32FT TH ANG L 112*10 FOR 157FT TH ANG L 80*08 FOR 65FT TH ANG R 80*08FOR 60FT TH ANG R 99*52 FOR 65FT TH ANG L 90* 52 FOR 218.93FT TH ANG L 130*47 30 FOR 285FT TH ANG R 18*12 30 FOR 213FT TO TPB
Property Category	Land and Improvements
Status	Active, Locally Assessed
Tax Code Area	05726

Property Characteristics

Use Code	910 Undeveloped (Vacant) Land
Unit of Measure	Acre(s)
Size (gross)	1.91

Related Properties

No Related Properties Found

Parties

Role	Percent	Name	Address
Taxpayer	100	SPOELSTRA JOHN	1429 AVENUE D, SNOHOMISH, WA 98290-1742
Owner	100	SPOELSTRA JOHN	5732 60TH ST SE, EVERETT, WA 98205 United States

Property Values

Value Type	Tax Year 2022	Tax Year 2021	Tax Year 2020	Tax Year 2019	Tax Year 2018
Taxable Value Regular	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800
Exemption Amount Regular					
Market Total	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800
Assessed Value	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800
Market Land	\$3,800	\$3,800	\$3,800	\$3,800	\$3,800

Market Improvement
Personal Property

Active Exemptions

No Exemptions Found

Events

Effective Date	Entry Date-Time	Type	Remarks
No Events Found			

Tax Balance

Pay Online

Visit our payment site to make an online payment.

PAY NOW

Pay By Mail

Make Check/Money Order to:

Snohomish County Treasurer

Send to:

Snohomish County Treasurer

3000 Rockefeller Ave

M/S 501

Everett, WA 98201

Installments Payable

Tax Year	Installment	Due Date	Principal	Interest, Penalties and Costs	Total Due	Cumulative Due
2022	2	10/31/2022	\$41.55	\$0.00	\$41.55	\$41.55

[View Detailed Statement](#)

Detailed information about taxes and all other charges displayed above.

[Calculate Future Payoff](#)

Taxes, interest and penalty due on a specific future date.

Distribution of Current Taxes

District	Rate	Amount	Voted Amount	Non-Voted Amount
FIRE DISTRICT 04	0.44	\$1.67	\$1.67	\$0.00
PUB HOSP #1	0.20	\$0.78	\$0.00	\$0.78
SNO-ISLE INTERCOUNTY RURAL LIBRARY	0.39	\$1.49	\$0.00	\$1.49
SNOHOMISH COUNTY - ROAD	0.96	\$3.66	\$0.00	\$3.66
SNOHOMISH COUNTY-CNT	0.60	\$2.27	\$0.00	\$2.27
SNOHOMISH SCHOOL DIST NO 201	4.40	\$16.74	\$16.74	\$0.00
STATE	2.67	\$10.13	\$0.00	\$10.13
DRAINAGE DISTRICT 13		\$38.20	\$0.00	\$38.20
SNOHOMISH CONSERVATION DISTRICT		\$8.15	\$0.00	\$8.15
TOTAL	9.67	\$83.09	\$18.41	\$64.68

Pending Property Values

Pending Tax Year	Market Land Value	Market Improvement Value	Market Total Value	Current Use Land Value	Current Use Improvement	Current Use Total Value
2023	\$3,800.00	\$0.00	\$3,800.00	\$0.00	\$0.00	\$0.00

Levy Rate History

Tax Year	Total Levy Rate
2021	10.281225
2020	10.540540
2019	11.749346

Real Property Structures

Description	Type	Year Built	More Information
No Real Property Structures Found			

Receipts

Date	Receipt No.	Amount Tendered	Amount Due
03/29/2022 00:00:00	12039681	\$41.54	\$83.09
03/29/2021 00:00:00	11459185	\$85.29	\$85.29
04/15/2020 15:29:00	10931725	\$86.26	\$1,411.77
04/15/2019 00:00:00	10353934	\$89.85	\$89.85
03/30/2018 00:00:00	9768962	\$97.47	\$97.47
03/28/2017 00:00:00	9204984	\$95.86	\$95.86

Sales History

Sale Date	Entry Date	Recording Date	Recording Number	Sale Excise Amount	Excise Number	Deed Type	Transfer Type	Grantor(Seller)	Grantee(Buyer)	Other Parcels
No Sales History Found										

Property Maps

Neighborhood Code	Township	Range	Section	Quarter	Parcel Map
3391000	28	05	03	NW	View parcel maps for this Township/Range/Section

[Printable Version](#)

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