

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ES	TATE PURCHASE	AND SALE AGRE	EMENT ("Agr	eement") is ma	de and entered
into as of this	1 + day of	September	r	20_22(the "E	ffective Date")
by and between Sha	rla Ann Spoelstra	a, as her separa	te estate, ("Se	ller"), and Snot	nomish County,
a political subdivision	n of the State of	Washington ("E	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 Real Estate Purchase and Sale Agreement Spoelstra

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 <u>October 31, 2022 or sooner</u>, (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

Real Estate Purchase and Sale Agreement – Spoelstra

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 Marla Ann	Souletre
Sharla Ann Spoelstra	l

Date: 8/5/22

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

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., described 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

Return Address:

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

Document Title(s) (or transactions contained therein):
Quitclaim Deed
Reference Number(s) of Related Documents: N/A
Grantor(s) (Last name first, then first name and initials):
Spoelstra, Sharla Ann
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)
Ptn. of Government Lot 4, Section 3, Township 28 North Range 5 East
All Situate in the County of Snohomish, State of Washington
Assessor's Property Tax Parcel/Account Number 28050300200600

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 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. Dated this day of, 2022.
By:
Sharla Ann Spoelstra
Grantee: Snohomish County
Accepted and Acknowledged
Name: Steven Tease, Property Officer
······································
Date:

STATE OF WAS	SHINGTON	
COUNTY OF _		
	On this	ay of, before me, a Notary
Public in and	for the State of	ay of,, before me, a Notary ashington, duly commissioned and sworn, personally came
individuals de	scribed in and wh	, to me known to be the executed the within instrument and acknowledged to me that
		as their free and voluntary act and deed for the uses and
purposes ther	ein mentioned.	*
	151 34/ITNIECC 34/I	COT III who are the set on head and official and the day
		OF, I have hereunto set my hand and official seal the day
and year first	t written above.	
		(Signature of Notary)
		(Print or stamp name of Notary)
		NOTARY PUBLIC in and for the State
		of Washington, residing at
		or washington, residing at
		My appointment expires:

STATE OF WASHINGTON) ss COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that **Steven Tease** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Property Officer** of Snohomish County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:	
	(Signature of Notary)
	(Print or stamp name of Notary) NOTARY PUBLIC in and for the State of Washington, residing at
	My appointment expires:

EXHIBIT C Property Account Summary



Home

Other Property Data

Help

<u>Property Search</u> > <u>Search Results</u> > Property Summary

Property Account Summary

8/4/2022

Parcel Number	28050300200600	Property Address	UNKNOWN UNKNOWN, UNKNOWN,
General Info	ormation		
Property Descri	ption	00W 1259 .62 BANK EBEY TH ANG L 11 ANG R 80*08 90* 52 FOR 2	28 RGE 05RT-21-) BEG NW COR SEC TH S00*30 2FT TO 1/16 COR TH ANG L 90*06 551FT TO E SLOUGH TPB TH ON SAME COU- RSE 445.32FT 12*10 FOR 157FT TH ANG L 80*08 FOR 65FT TH BFOR 60FT TH ANG R 99*52 FOR 65FT TH ANG L 218.93FT TH ANG L 130*47 30 FOR 285FT TH ANG OR 213FT TO TPB
Property Catego	ry	Land and Imp	rovements
Status		Active, Local	ly Assessed
Tax Code Area		05726	
Property Ch	aracteristics	MANAGEMENTA MENTAN MANAGEMENTE MANAGEMENTA ORGANISA SERVINAS SERVINAS SERVINAS SERVINAS SERVINAS MENTANAS SERV	LANGUNG BANG MIGRAPH OF BANG ORDER OF THE STATE OF THE ST
Use Code		910 Undevelo	ped (Vacant) Land
Unit of Measure	THE PERSON AND THE PERSON NAMED AND THE PERSON AS A PERSON NAMED A PERSON NAMED AS A PERSON NAMED A PERSON NAMED A PERSO	Acre(s)	
Size (gross)		1.91	
Related Pro	perties	NA PANNA TAKKO ZE LAKA-LETIKU A KELO-KAT RADIN ALIBIK A AKCINICEL ALIBIK TAKUT ZERUK ZERUK ZERUK ZERUK ZERUK Z	AMERICOCOMISMO COSTI CINA PURTI CIDENTINA I NA CINA MENDALINE IL MINING CONSPONDENCIA CINA CINA CONTRACTOR CON
No Related Prop	perties 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
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Active Exem	ntions						
No Exemptions I	programme and skilling you grouped a second or excellent data to the control of the company on the control				ge gant gant and a challength again to perform the size owner.	TO THE PROPERTY OF A WAR IN ARREST COMMISSION	
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Levy Rate History

		Tax Ye	ar			Total Levy Rate
		202	21			10.28122:
		202	20			10.540540
		20	19			11.749346
Real Property	Structu	res	Proposed Security of the Control of			
Description No Real Property		Type ound	Year	Built	More Information	
Receipts						
Date			R	eceipt No.	Amount Tendered	Amount Due
03/29/2022 00:00:	00		12	2039681	\$41.54	\$83.09
03/29/2021 00:00:	00		11	459185	\$85.29	\$85.29
04/15/2020 15:29:	00		10	931725	\$86.26	\$1,411.7
04/15/2019 00:00:	00		10	353934	\$89.85	\$89.83
03/30/2018 00:00:	00		97	68962	\$97.47	\$97.47
03/28/2017 00:00:	00		<u>92</u>	<u>.04984</u>	\$95.86	\$95.86
Sales History						
Sale Entry Recordate Date Date Date No Sales History F	Numb		Sale Exc ount Nu	cise Deed mber Type	d Transfer Grantor(Seller) Grante Type	e(Buyer) Other Parcels
Property Map	S					Commission of Section 14 (1996) (1996) (1996)
Neighborhood Co	ode Towns	ship Rang	je Secti	on Quarte	r Parcel Map	
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Printable Version

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