



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, 2022 (the "Effective Date"), by and between Grace K Christianson, as her separate estate, ("Seller"), and Snohomish County, a political subdivision of the State of Washington ("Buyer").

1. Real Property. Seller is the owner 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, the Property and 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 **Thirty Eight Thousand Two Hundred Dollars and no/100 (\$38,200.00)** ("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 the Property to Buyer by a duly executed and acknowledged Bargain and Sale Deed in substantially the form attached to this Agreement as **Exhibit B** (the "Deed"), free and clear of all defects and encumbrances other than non-delinquent taxes and any exceptions to title approved by Buyer pursuant to Section 3.2 below. Monetary encumbrances not assumed by Buyer shall be removed by Seller at or before closing.

3.2 Preliminary Commitment; Condition of Title. Buyer has received a Alta Commitment for Title Insurance (the "Commitment") for the Property from Chicago Title Company of Washington (the "Title Company"), Commitment No. 500129583a, Amendment No. 1, dated August 1, 2022. Buyer agrees to accept title to the Property subject to the following matters shown as Special Exceptions Nos. 1, 2, 3, 4, 5, 6, 7, and 8 of Schedule B of the Preliminary Commitment. The following paragraphs shall be cleared in escrow prior to closing: No.'s 9, 10, 11, 12, 13 and 14.

3.3 Title Insurance. At closing, Seller shall cause the Title Company to issue to Buyer, at Buyer's expense, a standard coverage owner's ALTA policy of title insurance (the "Title Policy"), dated as of the closing date, insuring Buyer's fee simple title to the Property in the face amount of the Purchase Price, subject only to the standard form of General Exceptions and the Special Exceptions approved by Buyer pursuant to Section 3.2 above.

4. Buyer's Due Diligence. This Agreement is subject to Buyer's approval, in Buyer's sole discretion, of any and all appraisals, surveys, studies and reports regarding the Property received, commissioned, or performed by Buyer or Buyer's agents. Buyer shall have thirty (30) days from the Effective Date (the "Due Diligence Period") to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect. During the Due Diligence Period, Buyer and Buyer's agents may enter the Property at reasonable times to perform such studies and surveys as Buyer deems necessary, provided, however, that Buyer will not perform any excavation or coring on the Property without Seller's prior consent, which consent shall not be unreasonably withheld.

5. Seller's Covenants. Seller covenants to Buyer as follows:

(a) Upon closing, the Property will not be subject to any leases, tenancies, claims, or rights of persons in actual or constructive possession.

(b) Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), as amended.

The covenants contained in this Section 6 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

6. 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.

7. 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.

8. Risk of Loss. Seller will bear the risk of loss of, or damage to, the Property until the date of closing. 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.

9. Closing.

9.1 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.

9.2 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”).

9.3 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.

9.4 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

9.5 Closing Costs; Prorations. Buyer will pay the following closing costs: (i) the premium for the Title Policy; (ii) the cost of recording the Deed; (iii) the Escrow Agent’s escrow fee and real estate excise tax. Buyer shall pay all real estate taxes owing on the property on or before the date of closing. Water and other utilities shall be prorated as of closing, if any. All other costs of closing, if any, shall be borne by Buyer.

10. 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.

11. 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:

Grace K. Christianson
4629 Kent Street
Anchorage, AK 99503
Telephone: 949-463-3677

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

12. 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.

13. 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 Bargain and Sale Deed

14. 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.

15. 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: Grace K. Christianson

By Grace K. Christianson
Grace K. Christianson

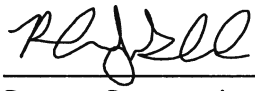
Date: 8/10/22

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

By Steven Tease
Steven Tease, Property Officer

Date: 9/14/22

Approved as to Form



08-07-2022

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 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.

EXHIBIT B

FORM OF BARGAIN AND SALE DEED

Return Address:

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

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

Bargain and Sale Deed

Reference Number(s) of Related Documents: N/A

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

Christianson, Grace K

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

BARGAIN AND SALE DEED

The grantor, Grace K. Christianson, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, bargains, sells and conveys 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.

Subject to the matters identified on Schedule 1 attached hereto.

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

Grantor: Grace K Christianson

By: _____
Grace K Christianson

Grantee: Snohomish County
Accepted and Acknowledged

Name: Steven Tease, Property Officer

Schedule 1
Commitment No. 500129583a, Amendment 1

Special Exceptions

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Snohomish County Drainage Improvement District No. 13
Purpose: bank protection and/or other flood control works and appurtenances
Recording Date: March 24, 1955
[Recording No.: 1768324](#)
Affects: Said premises
The exact location and extent of said easement is not disclosed of record.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Purpose: ingress and egress
Recording Date: April 1, 1965
[Recording No.: 1770261](#)
Affects: Portion of said premises
The exact location and extent of said easement is not disclosed of record.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Drainage District No. 6
Purpose: bank protection and/or other flood control works and appurtenances
Recording Date: March 29, 1978
[Recording No.: 7803290338](#)
Affects: Government Lot 4 in said Section 3

4. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Ebey Slough and Swan Slough.

5. Any question that may arise due to shifting or change in the course, boundaries or high water line of Ebey Slough and Swan Slough or due to prior shifting or changing of the course, boundaries or high water line; and rights of the State of Washington in and to that portion of said Land, if any, lying in the bed of or former bed of Ebey Slough and Swan Slough.

6. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

7. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

8. Any policy of title insurance issued under this application will not insure a legal right of access to and from said Land. Insuring Provision Access will be deleted.

STATE OF ALASKA)
)ss.
COUNTY OF ANCHORAGE)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally came _____, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Alaska, residing at _____.

My appointment expires: _____.

