

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 20th day of December, 2022 (the "Effective Date"), by and between Patricia Lila May Lauritzen, as a 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 39.78 acres of vacant land located at 31914 and 31612 160th Street SE, Sultan, WA 98294, and identified by assessor tax parcel numbers 270805-004-005-00 and 270805-004-003-00 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; Nonresidential Relocation.** The total purchase price for the Property shall be Nine hundred twenty one thousand one hundred ninety and no/100 (\$921,190.00) ("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 Statutory Warranty 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 preliminary commitment (the "Preliminary Commitment") for title insurance for the Property located at 31612 160<sup>th</sup> St. SE, Sultan, WA from Rainier Title Company (the "Title Company"), Order No. 795783RT dated September 13, 2022. Buyer agrees to accept title to the Property subject to the following matters shown as Special Exceptions Nos. 4, 18,19, 21, 22, 23, 24, 25, and 26.

Buyer also agrees to accept title to the Property located at 31914 160<sup>th</sup> St. SE, Sultan, WA from Rainier Title Company (the "Title Company"), Order No. 748191RT. Buyer agrees to accept title to the Property subject to the following matters shown as Special Exceptions Nos. 6, 7, 14,15,16,17, 19, 20, 21 and 22.

**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 Representations and Warranties.** Seller represents and warrants to Buyer as of the Effective Date, and again as of the date of closing, as follows:

(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) Seller has no knowledge of any material defect in the Property, whether latent or patent.

(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) 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.

(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, neither Seller nor any third party has placed, deposited, generated, manufactured, processed, handled or otherwise brought on to the Property any hazardous, dangerous or toxic substances or materials, as defined under any applicable environmental laws. To the best of the Seller's knowledge, the Property contains no underground storage tanks. 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 or private party under any environmental laws. Seller has not received notification from any agency or individual that the Property is, or may be, in violation of any environmental law(s) or is, or may be, targeted for a cleanup pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, codified at 42 USC §9601 et. seq. (the "Superfund Act"), the Model Toxics Control Act, codified at Chapter 70.105D RCW (the "MTCA"), or other federal or state hazardous waste cleanup laws rules or regulations.

In the event any of the representations contained in this Section 5 become untrue prior to or as of the date of closing as a result of information received by Seller or occurrences subsequent to the date hereof, Seller shall promptly notify Buyer and, within ten (10) days after receiving such notice, Buyer may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement by giving written notice of same to Seller.

The representations and warranties contained in this Section 5 shall not merge into the Deed but shall survive the closing of the transaction contemplated by this Agreement.

**6. 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) Unless otherwise provided in this Agreement, Seller shall remove all debris and personal property located on the Property before closing, at Seller's sole cost and expense.
- (c) 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.

**7. Snohomish County Notices and Eligibility, Tenant Personal Property Relocation.** Buyer's relocation agent shall deliver a Notice and Eligibility document regarding qualifying tenant personal property relocation and payment benefits. The benefits shall be paid once tenant debris and personal property is removed and said removal is confirmed by Buyer's relocation agent. Qualifying tenants shall have 90 days to remove debris and personal property from the Property from the execution date of this Agreement.

**8. 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.

**9. 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.

**10. 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.

**11. Closing.**

**11.1 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.

**11.2 Escrow Agent.** The transaction contemplated by this Agreement shall be closed through Rainier Title located at 2722 Colby Avenue, Suite 125, Everett, WA 98201, (the "Escrow Agent").

**11.3 Closing Date.** The date of closing will be determined by mutual agreement of the parties, but shall in no event occur later than February 28, 2023, (the "Outside Closing Date"), unless an extension is mutually agreed to in writing by the parties.

**11.4 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. Seller will be required to provide Escrow Agent two (2) weeks prior to closing a completed "Notice of Request to Withdraw Current Use Assessment Classification Chapter 84.34 RCW" form.

**11.5 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 (iv) real estate excise. Seller 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.

**12. Holdover Occupancy.** After Closing as provided in Section 11, the Seller may continue to occupy the Property for a period of up to seven (7) days (the "Holdover Period"). In lieu of rent for the Holdover Period, the Purchase Price reflects a credit in the amount of \$500.00. Buyer will pay for all utilities during the Holdover Period. Seller will maintain the Property clean and in good repair and maintenance during the Holdover Period. Buyer may enter the Property at anytime, upon reasonable notice to the Seller, in case of an emergency. Seller agrees to hold Buyer, its employees, officers and agents, harmless from any and all claims, demands, damages or liability arising out of the Property except as a result of Buyer's sole negligence. Seller will further maintain insurance for the Property as follows: Seller shall maintain continuously homeowner's insurance or equivalent personal liability coverage in the amount of at least \$500,000 per occurrence. Snohomish County shall be named Additional Insured on Seller's liability insurance policy. The Parties acknowledge and agree that the Seller's occupancy of the Property during the Holdover Period is for the sole purpose of removing all of Seller's belongings and personal property items, and as such, the Holdover Occupancy is not subject to chapter 59.18 RCW, the Residential Landlord-Tenant Act. If Seller continues to occupy and possess the Property after termination of the Holdover Period, the Seller shall pay the Buyer a daily rent in the amount of \$100.00, provided, however, that Buyer's acceptance of any such rent payments will not waive any of Buyer's rights in law or equity to seek the removal or ejection of Seller from the Property.

**13. 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.

**14. 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:

Patricia Lila May Lauritzen  
P.O. Box 1312  
Sultan, WA 98294  
Telephone: 209-679-7685

If to Buyer:

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

If to Escrow Agent:

Rainier Title, Escrow Department  
2722 Colby Avenue, Suite 125  
Everett, WA 98201  
Telephone: 425-551-5501

**15. 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.

**16. 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 Statutory Warranty Deed

**17. 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.

**18. 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.

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

**SELLER:** Patricia Lila May Lauritzen

By Patricia Lila May Lauritzen  
Patricia Lila May Lauritzen

Date: 11-7-22

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

By: Steen Tase  
Property Officer

Date: 12/20/22

Approved as to form:

Ray Bell 11-07-2022  
Deputy Prosecuting Attorney Date

Risk approval:

\_\_\_\_\_  
County Risk Officer Date

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

**SELLER:** Patricia Lila May Lauritzen

By \_\_\_\_\_  
Patricia Lila May Lauritzen

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Property Officer

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

Risk approval:

**Barker, Sheila** Digitally signed by Barker, Sheila  
Date: 2022.11.07 13:26:01 -08'00'

\_\_\_\_\_  
County Risk Officer                      Date



**EXHIBIT A**

**Legal Description of Property**

PARCEL A

The Southwest quarter of the Southeast quarter of Section 5, Township 27 North, Range 8 East, W.M., in Snohomish County, Washington;

EXCEPT Jon Voss County Road along the North side;

AND EXCEPT that portion of the Southwest quarter of the Southeast quarter lying Southerly of County Road No. 38 (Skykomish Forks Road);

AND EXCEPT that portion conveyed by Warranty Deed recorded under Recording No. 202112070760.

Situate in the County of Snohomish, State of Washington.

PARCEL B

All that portion of the West Half of the Southeast quarter of the southeast quarter of Section 5, Township 27 North, Range 8 East, W.M., in Snohomish County Washington, lying North of Ben Howard Raod.

Situate in the County of Snohomish, State of Washington.

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**EXHIBIT B**

**FORM OF STATUTORY WARRANTY DEED**

**Return Address:**

Snohomish County  
Property Management  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201

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

Statutory Warranty Deed

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

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

Patricia Lila May Lauritzen, an unmarried woman, as her separate estate

**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. SW Qtr. SE Qtr. Sec. 5, Twp. 27N, Rng. 8E, W.M. Snohomish Co.

And

Ptn. SE ¼ of STR 5-27-8

All Situate in the County of Snohomish, State of Washington

**Assessor's Property Tax Parcel/Account Number**

270805-004-003-00 and 270805-004-005-00

**STATUTORY WARRANTY DEED**

Grantor, Patricia Lila May Lauritzen, as a separate estate, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, in hand paid, conveys and warrants to SNOHOMISH COUNTY, a political subdivision of the State of Washington ("Grantee"), that certain real property situated in the County of Snohomish, State of Washington, that is more particularly described on Schedule 1 attached hereto (the "Property"), subject to the matters identified on Schedule 2 attached hereto.

DATED: \_\_\_\_\_

GRANTOR: \_\_\_\_\_  
Patricia Lila May Lauritzen

GRANTOR: \_\_\_\_\_  
David Ellis Allee

STATE OF WASHINGTON    )  
  )ss.  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Patricia Lila May Lauritzen, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that she signed and sealed the same as her 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 Washington, residing at \_\_\_\_\_.

My appointment expires: \_\_\_\_\_.

**Schedule 1  
Statutory Warranty Deed**

**Legal Description of Property**

PARCEL A:

The Southwest quarter of the Southeast quarter of Section 5, Township 27 North, Range 8 East, W.M., in Snohomish County, Washington;

EXCEPT Jon Voss County Road along the North side;

AND EXCEPT that portion of the Southwest quarter of the Southeast quarter lying Southerly of County Road No. 38 (Skykomish Forks Road);

AND EXCEPT that portion conveyed by Warranty Deed recorded under Recording No. 202112070760.

Situate in the County of Snohomish, State of Washington.

ASSESSOR'S TAX PARCEL NUMBER 270805-004-003-00

PARCEL B

All that portion of the West Half of the Southeast quarter of the Southeast quarter of Section 5, Township 27 North, Range 8 East, W.M., in Snohomish County Washington, lying North of Ben Howard Raod.

Situate in the County of Snohomish, State of Washington.

ASSESSOR'S TAX PARCEL NUMBER: 270805-004-005-00

**Schedule 2  
Statutory Warranty Deed**

**Special Exceptions**

**File Number: 795783RT**

**Property Address: 31612 160th Street S.E., Sultan, WA 98294**

4. The lands described herein have been classified as Farm and Agricultural, disclosed by Notice recorded under Recording No. [8505140131](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.  
For further information regarding the above, please contact the Snohomish County Assessor at 425-388-3540.

18. Notice and the terms and conditions thereof:

Recorded: February 8, 2010

Recording No.: [201002080078](#)

19. Snohomish County "Right to Farm" Disclosure Statement and the terms and conditions thereof:

Recorded: July 17, 2014

Recording No.: [201407170300](#)

Includes other property

Said instrument is a re-record of instrument recorded July 16, 2014, under Recording No. 201407160475.

21. Temporary Easement and the terms and conditions thereof:

Grantee: Snohomish County

Purpose: For construction to remove and replace culvert, and other road construction activities as necessary.

Area affected: a portion of said premises

Recorded: December 7, 2021

Recording No.: [202112070759](#)

22. Rights of State of Washington to that portion of the land, if any, lying in the bed of an unnamed creek, if that waterway is navigable.

23. Any restrictions on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.

24. Rights and easements of the public for commerce, navigation, recreation and fisheries.

25. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.

26. The effect of any violation of or enforcement of federal or state criminal law, including any such law relating to controlled substances.

**File Number: 748191RT**

**Property Address: 31914 160th Street S.E., Sultan, WA 98294**

6. The lands described herein have been classified as Farm and Agricultural, disclosed by Notice recorded under Recording No. [8406070169](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

For further information regarding the above, please contact the Snohomish County Assessor at 425-388-3540.

7. The lands described herein have been classified as Farm and Agricultural, disclosed by Notice recorded under Recording No. [8505140131](#), and are subject to the provisions of RCW 84.34, which include the requirement of a continuation of restricted use in order to continue the present assessment rate. A change in use can cause an increased assessment rate for present and past years. Any sale or transfer of all or a portion of said land requires execution of a Notice of Continuation form attached to the Excise Tax Affidavit.

For further information regarding the above, please contact the Snohomish County Assessor at 425-388-3540.

14. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Company

Purpose: Electric transmission and/or distribution line(s)

Area affected: a portion of said premises

Recorded: February 24, 1931

Recording No.: [495484](#)

15. Easement and the terms and conditions thereof:

Grantee: General Telephone Company of the Northwest, Inc.

Purpose: Right of way for facilities necessary to provide communication service, power service and other related services

Area affected: a portion of said premises

Recorded: April 21, 1971

Recording No.: [2193242](#)

16. Notice and the terms and conditions thereof:

Recorded: February 8, 2010

Recording No.: [201002080078](#)

17. Snohomish County "Right to Farm" Disclosure Statement and the terms and conditions thereof:

Recorded: July 17, 2014

Recording No.: [201407170300](#)

Said instrument is a re-record of instrument recorded July 16, 2014, under Recording No. 201407160475.

19. Rights of State of Washington to that portion of the land, if any, lying in the bed of unnamed creek, if that waterway is navigable.

20. Any restrictions on the use of any portion of the land subject to submergence that derive from the rights of the public and riparian owners to use any waters which may cover that portion.

21. Rights and easements of the public for commerce, navigation, recreation and fisheries.

22. Any restrictions on the use of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has been, covered by water.