



REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 28 day of September, 2022 (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 owner of certain real property located in Snohomish County, Washington, consisting of approximately 2 acres of vacant land located at 5412 Home Acres Road, unincorporated Snohomish County, WA., identified by assessor tax parcel number 28050300202700 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 Thousand Dollars and no/100 (\$30,000.00)** ("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 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 from Stewart Title Company (the "Title Company"), Commitment No. 1550316, dated August 24. Buyer agrees to accept title to the Property subject to the following matters shown as Special Exceptions Nos. 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 of Schedule B of the Preliminary Commitment. The following paragraphs shall be cleared in escrow prior to closing: No.'s 1, 2, 3, 4 and 5.

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, except for a Snohomish County Code Enforcement Certificate of Non-Compliance recorded under instrument No. 201703280065.

(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, except for tenancies the Buyer agrees to, in writing, before closing.
- (b) Unless otherwise provided in this Agreement, Seller shall take all steps necessary to terminate the tenancy of any tenants on the Property prior to closing and to include the removal of all tenant debris and personal property located on the Property before closing, PROVIDED, HOWEVER, that Buyer agrees to remove any tenant debris and personal property left on the Property after closing at Buyer'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 Stewart Title Company, 2820 Oakes Avenue, Suite A, 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 **December 30, 2022 or sooner**, (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. Buyer shall coordinate removal from the Current Use Assessment Classification, Chapter 84.34. RCW, with the Snohomish County Assessor two (2) weeks prior to closing.

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 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.

12. 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.

13. 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:

Stewart Title Company
Escrow Department
2820 Oakes Avenue, Suite A
Everett, WA 98201
Telephone: (425) 317-7330

14. 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.

15. 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

16. 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.

17. 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: 9/2/22

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

By 
Steven Tease, Property Officer

Date: 9-28-22

Approved as to Form

 09-01-2022
Deputy Prosecuting Attorney Date

EXHIBIT A

Legal Description of Property

Tax Parcel No. 28050300202700

That portion of the Northwest quarter, Section 3 Township 28 North, Range 5 East, Snohomish County, Washington, described as follows:

That portion of Government Lot 4 lying between Slough Branch Road and Home Acres Road; TOGETHER WITH that portion known as Wold Mill Tract, aka Parcel L of LS-24-99; TOGETHER WITH that portion of Government Lot 6 lying between Swan Slough Road and Homeacres Road, aka Parcel M of LS-24-99; TOGETHER WITH that portion of Government Lot 4 lying between Ebey Slough and Swan Slough Branch, aka Parcel N of LS-24-99 OSA-76.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B

FORM OF STATUTORY WARRANTY 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>Statutory Warranty 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, as her separate estate</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>Portion of the Northwest quarter, 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</p> <p>28050300202700</p>

STATUTORY WARRANTY 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 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: _____

By: _____
Sharla Ann Spoelstra

Grantee: Snohomish County
Accepted and Acknowledged

Name: Steven Tease, Property Officer Date

Schedule 1
Statutory Warranty Deed

Legal Description of Property

APN: 28050300202700

That portion of the Northwest quarter, Section 3 Township 28 North, Range 5 East, Snohomish County, Washington, described as follows:

That portion of Government Lot 4 lying between Slough Branch Road and Home Acres Road; TOGETHER WITH that portion known as Wold Mill Tract, aka Parcel L of LS-24-99; TOGETHER WITH that portion of Government Lot 6 lying between Swan Slough Road and Homeacres Road, aka Parcel M of LS-24-99; TOGETHER WITH that portion of Government Lot 4 lying between Ebey Slough and Swan Slough Branch, aka Parcel N of LS-24-99 OSA-76.

Situate in the County of Snohomish, State of Washington.

**Schedule 2
Statutory Warranty Deed**

Special Exceptions

Note: Numbered as found in Stewart Title Company, Title Report Commitment No. 1550316:

6. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
7. Easement granted to Snohomish County, as more fully set forth in the document recorded as Instrument No. [328641](#).
8. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded under Instrument Number [1512347](#).
9. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded under Instrument Number [1513015](#).
10. Easement and the terms and conditions thereof recorded under Instrument No. [1770261](#).
11. Easement granted to Snohomish County Drainage Improvement District #13, as more fully set forth in the document recorded as Instrument No. [1768323](#).
12. Easement granted to Drainage District 6, as more fully set forth in the document recorded as Instrument No. [7803290338](#).
13. Affidavit of Boundary Line Adjustment and the terms and conditions thereof recorded under Instrument No. [8909150641](#).
14. Survey and the terms and conditions thereof, recorded under Instrument Number [8909155003](#).
15. Easement granted to State of Washington, as more fully set forth in the document recorded as Instrument No. [9002280103](#).
16. Easement granted to Public Utility District No. 1 of Snohomish County, as more fully set forth in the document recorded as Instrument No. [9106240392](#).

17. Easement and the terms and conditions thereof recorded under Instrument No. [9810190425](#).

18. Easement and the terms and conditions thereof recorded under Instrument No. [9810190428](#).

19. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Ebey Slough and Swan Slough, as said line exists today or may have existed in the past.

20. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

21. The right of use, control or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.

22. Any questions that may arise due to shifting or change of the line or ordinary high tide or ordinary high water of the Ebey Slough and Swan Slough or due to the Ebey Slough and Swan Slough having shifted or changed its line of ordinary high tide or ordinary high water.

23. Any question that may arise as to the location of the lateral boundaries of the tidelands or shorelands described herein.

24. Conservation Easement and the terms and conditions thereof recorded under Instrument No. [9810260343](#).