

CITY OF SNOQUALMIE
SNOQUALMIE RIVERFRONT REACH
WARREN PARCEL

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement is made as of the date this instrument is fully executed by and between RONA HICKS Personal Representative of the estate of LAVERNE WARREN, deceased, ("Seller"), and THE CITY OF SNOQUALMIE, a municipal corporation of the State of Washington ("Buyer" or "City"), for purchase and sale of that certain property situated in King County, Washington, described on **Exhibit "A"**, and all rights appurtenant (the "Property")

1. **PURCHASE PRICE:** The total purchase price for the Property is **Two Hundred Ninety Five Thousand and No/100 Dollars (US \$295,000.00)** ("Purchase Price"). The Purchase Price is payable at closing in cash.

2. **TITLE:**

2.1 **Deed:** At closing, Seller will execute and deliver to Buyer a Statutory Warranty Deed in the form attached hereto as **Exhibit "C"** conveying and warranting good and marketable title to the Property free and clear of all defects or encumbrances, except for the lien of real estate taxes and drainage service charges not yet due and payable and those defects and/or encumbrances (if any) identified on **Exhibit "B"** (collectively, "Permitted Exceptions").

2.2 **Title Insurance:** At closing, Buyer shall receive (at Buyer's expense) an owner's Standard ALTA policy of title insurance, dated as of the closing date and insuring Buyer in the amount of the Purchase Price against loss or damage by reason of defect in Buyer's title to the Property subject only to the printed exclusions appearing in the policy form and any Permitted Exceptions.

3. **CONTINGENCIES:**

3.1 **Due Diligence Inspection and Feasibility:** Buyer shall satisfy itself by investigation and inspection, at its cost and expense, in its sole and absolute discretion that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, this Agreement shall terminate pursuant to Paragraph 3.3. Seller hereby grants Buyer's employees, agents or contractors a right of entry onto the Property for any site inspections performed in connection with this Due Diligence Contingency. In connection with such inspections, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Buyer caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering Seller's property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Seller, its officers, agents and employees.

3.2 **Funding:** The sale of the Property is contingent on appropriation by the Snoqualmie City Council, Snoqualmie Mayor Katherine Ross's approval of said appropriation, and spending authority of funds sufficient to close the sale.

3.3 **Removal of Contingencies:** City shall have a period of 180 days from the date all parties have signed this Agreement to remove all contingencies. City may remove such contingencies by sending written notice thereof to Seller pursuant to Paragraph 7 herein. If the contingencies are not removed within this period, this Agreement shall be null and void, and the Parties shall have no further obligations hereunder, except for the obligations contained in section 3.1.

4. **RISK OF LOSS:** Seller will bear the risk of loss of or damage to the Property prior to closing. In the event of such loss or damage to the Property, Seller shall promptly notify Buyer thereof and Buyer may, in its sole discretion, terminate this Agreement by giving notice of termination to the Seller.

5. **SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Seller represents warrants and covenants to the Buyer at the date of execution of this Agreement and the date of closing that:

5.1 **Authority:** Seller, and the person(s) signing on behalf of Seller, has full power and authority to execute this Agreement and perform Seller's obligations, and if Seller is a corporation, all necessary corporate action to authorize this transaction has been taken;

5.2 **No Leases:** The Property is not subject to any leases, tenancies or rights of persons in possession and Seller shall not enter into or establish any leases, tenancies or rights of persons in possession prior to closing;

5.3 **As-Is Sale of Home on Property.** Except for the representations contained in Sections 5.4 and 5.5, Seller makes no representations or warranties concerning the home located on the Property or the condition of the Property. At closing, the home and the Property is being sold and conveyed AS IS, without warranty as to the physical condition, square footage, building restrictions, or any other warranty other than those, if any, by Seller in the deed being given at closing. Specifically, and not in limitation of the foregoing, (i) Seller makes no representations or warranties regarding the physical condition of the home or septic system for the home; (ii) Seller disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the condition, value, compliance with laws (except as contained in Section 5.5), square footage, property boundaries, or any other matter of similar or dissimilar nature relating in any way to the home or Property, including the warranties of fitness for a particular purpose, habitability and use; and Buyer otherwise takes the Property "AS IS". ;

5.4 **Debris and Personal Property:** Seller will remove all debris and personal property, prior to closing, located on the Property (if any) at Seller's cost and expense, and Seller will indemnify and hold Buyer harmless from all claims and expenses arising from such removal;

5.5 **Contamination:** Seller represents and warrants that it has not caused or allowed the generation, treatment, storage, or disposal of hazardous substances on the property, except in

accordance with local, state, and federal statutes and regulations, nor caused or allowed the release of any hazardous substance onto, at, or near the Property. Seller is in compliance with all applicable laws, rules, and regulations regarding the handling of hazardous substances, has secured all necessary permits, licenses and approvals necessary to its operation on the Property, and is in compliance with such permits. Seller has not received notice of any proceedings, claims, or lawsuits arising out of its operations on the Property and, to the Seller's knowledge, the property is not, nor has it ever been subject to the release of hazardous substances.

5.6 Fees and Commissions: Seller shall pay for any broker's or other commissions or fees incurred by the Seller in connection with the sale of the Property and Seller shall indemnify and hold Buyer harmless from all such claims for commission and/or fees.

5.7 Indemnification: Seller agrees to indemnify, defend, and hold harmless Buyer, its employees, agents, heirs and assigns, from and against any and all damage, claim, liability, or loss, including reasonable attorney's and other fees, arising out of or in any way connected to the breach of any representation or warranty contained in this Section 5. Such duty of indemnification related to hazardous substances on or under the real property shall include, but not be limited to damage, liability, or loss pursuant to all federal environmental laws, Washington State environmental laws, strict liability and common law. The Indemnification duties contained herein shall exclude and not be applicable to remediation of the home or any building materials or paint incorporated in to the home on the property.

5.8 Contents of Fuel Tanks and delivery of Septic System: No more than 30 days prior to Closing, Seller shall cause all fuel tanks located on the Property to be emptied, and the contents of all fuel tanks, to be properly disposed of and removed from the Property. Seller shall provide to Buyer prior to Closing adequate documentation that all requirements under this Section 5.8 have been fulfilled. The Septic System and tank are not currently in use and shall be delivered in the current As-Is condition.

5.9 Termination: If Buyer determines in its sole and absolute discretion that any representation, warranty or covenant contained herein has been breached prior to Closing, Buyer may elect to terminate this Agreement by sending written notice thereof to Seller pursuant to Paragraph 7.

6. CLOSING:

6.1 Time for Closing: The sale will be closed in the office of the Closing Agent not later than twenty-one (21) days from the date all contingencies set forth in Paragraph 3 herein have been removed, or as soon thereafter as practicable.

Buyer and Seller shall deposit in escrow with the Closing Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. As used in this Agreement, "closing" and "date of closing" means the date on which all appropriate documents are recorded and proceeds of the sale are available for disbursement to Seller. The Closing Agent shall be:

Megan Packwood
Fidelity National Title Company
600 University Street, Suite 2424
Seattle, WA 98101

6.2 **Prorations:** Closing Costs: Seller will pay real estate excise taxes (if any are due) and real property taxes prorated through the date of closing. Buyer will pay the premium for its owner's title insurance policy, the cost of recording the Statutory Warranty Deed from the Seller, and the Closing Agents escrow fees.

6.3 **Possession:** Buyer shall be entitled to possession of the Property at Closing.

6.4 **Seller Questionnaire:** The "Seller Questionnaire" is attached to this Agreement as Exhibit "D", and shall be completed by Seller and delivered to Buyer at the time this Agreement has been executed by both Parties. Nothing in the Seller Questionnaire creates a representation or warranty by the Seller with respect to the Property, nor does it create any rights or obligations for the Parties.

7. **NOTICES:** Any notices required herein shall be given to the parties at the addresses listed below:

TO SELLER:
Rona Hicks, Personal Representative
3508 Sabretooth Ct.
Rocklin, CA 98004

TO BUYER:
City of Snoqualmie
38624 SE River St.
Snoqualmie, WA 98065

8. **DEFAULT AND ATTORNEYS' FEES:**

8.1 **DEFAULT BY BUYER:** In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement.

8.2 **DEFAULT BY SELLER:** In the event Closing does not occur due to default of Seller, Buyer shall have the right to either terminate the agreement and receive a reimbursement for Buyer's actual out of pocket feasibility expenses, not to exceed \$10,000, or Buyer may bring an action for specific performance, but not damages.

8.3 **ATTORNEY'S FEES:** In an action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

9. **GENERAL:** This is the entire agreement of the Buyer and Seller with respect to the Property and supersedes all prior or contemporaneous 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. Time is of the

essence in this agreement.

10. **WASTE; ALTERATION OF PROPERTY:** Seller shall not commit waste on the Property, nor shall Seller remove trees or other vegetation, coal, minerals or other valuable materials nor shall Seller substantially alter the surface or subsurface of the Property without the express written consent of Buyer.

11. **SURVIVAL OF WARRANTIES:** The terms, covenants, representations and warranties shall not merge in the deed of conveyance, but shall survive closing.

12. **TERMINATION OF OFFER:** This offer shall terminate if not accepted by Seller on or before June 30, 2023.

BUYER: City of Snoqualmie, a municipal corporation of the State of Washington.

BY: _____
Katherine Ross, Mayor

Date: _____

SELLER: the estate of LAVERNE WARREN

DocuSigned by:
Rona Hicks

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Rona Hicks, Personal Representative

5/19/2023

Date

EXHIBITS: **Exhibit A**, Legal Description
Exhibit B, Permitted Exception/Title Report
Exhibit C, Form of Deed (Statutory Warranty Deed)
Exhibit D, Seller Questionnaire

EXHIBIT A

LEGAL DESCRIPTION

Lot 4, Block 8, Plat of Snoqualmie Falls, according to the Plat recorded in Volume 6 of Plats, page 51, records of King County, Washington;

EXCEPT the Southwesterly 8 feet, deeded to the City of Snoqualmie by deed recorded under Recording Number 2559906, in King County, Washington.

EXHIBIT B

PERMITTED EXCEPTIONS/TITLE REPORT

The special exception listed on Chicago National Title Company Report #0252825-etu dated March 1, 2023, and any supplements thereto (which Title Report and Supplements are incorporated into this Agreement by this reference) numbered 7 (Paid Current), Schedule B-II exceptions 1-6, inclusive, 9, and matters that would be shown by an accurate and complete survey of the Property.

**EXHIBIT A
(TO STATUTORY WARRANTY DEED)**

LEGAL DESCRIPTION:

LOT 4, BLOCK 8, PLAT OF SNOQUALMIE FALLS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 51, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THE SOUTHWESTERLY 8 FEET, DEEDED TO THE TOWN OF SNOQUALMIE BY DEED RECORDED UNDER RECORDING NO. 2559906, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B
(TO STATUTORY WARRANTY DEED)
Permitted Exceptions to Title

[PERMITTED EXCEPTIONS SUBJECT TO TITLE REVIEW]

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat of Snoqualmie Falls, recorded in Volume 6 of Plats, Page 51: Recording No: 63366
2. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Snoqualmie River.
3. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Snoqualmie River.
4. 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.
5. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.
6. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian treaty or aboriginal rights.
7. Lien of Real Estate Taxes not yet due
8. City, county or local improvement district assessments, if any.
9. Matters that would be shown by an accurate and complete survey of the Property.

EXHIBIT D

Landowner Questionnaire

Title

- 1. Are there any encroachments, boundary agreements, or boundary disputes? Yes No Don't know

If yes, please explain: _____

- 2. Is there a private road or easement agreement for access to the property? Yes No Don't know
- 3. Are there any written agreements for joint maintenance of an easement or road? Yes No Don't know

Annual Cost: _____

Utilities

- 1. The source of water for the property is: Private or publicly owned water system
 Private well serving only the subject property
 Other water system: _____
- 2. The property is served by: Public sewer system
 On-site septic system
 Other disposal system: _____
- 3. Utilities are provided, as follows:

Oil: NA

Gas: Puget Sound Energy

Electric: Puget Sound Energy

Sewage: City of Snoqualmie

Water: City of Snoqualmie

- 4. List any leased equipment and terms: NA

Homeowner's Association

- Is there a Homeowners' Association? Yes No Don't know

Name of Association: _____

Contact name: _____

Name of Association: _____

Contact phone number and/or address: _____

Annual membership dues: N/A
Pending special assessments: N/A