

Department of General Administration
Real Estate Services
Room 230 General Administration Building
Post Office Box 41015
Olympia, Washington 98504-1015



201106240034

Skagit County Auditor

6/24/2011 Page

1 of 11 9:41AM

POOR ORIGINAL

Document Title: Purchase and Sale Agreement	
Seller:	John Bendtsen
Purchaser:	State of Washington, State Board for Community and Technical Colleges, Skagit Valley College
Legal Description: Parcel "A": Lot 1 of City of Mount Vernon, Short Plat No. MV-4-87, approved December 17, 1987 and recorded December 21, 1987, under Auditor's File No. 8712210075, in Book 8 of Short Plats, page 8, records of Skagit County, Washington and being a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 34 North, Range 4 East, W.M. TOGETHER WITH a non-exclusive easement for ingress and egress and utilities over and across the South 30 feet of the East 115.02 feet of Lot 2 of said Short Plat. Situate in the County of Skagit, State of Washington. Lot 2 of City of Mount Vernon Short Plat No. MV-4-87, approved December 17, 1987 and recorded December 21, 1987, as Auditor's File No. 8712210075 in Book 8 of Short Plats, page 8, records of Skagit County, Washington; TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the South 15 feet of Lot 1 of said Short Plat. Said parcel of land contains approximately .48 acres and is further shown on Exhibit "A" which is incorporated herein by reference.	
Assessor's Property Tax Parcel Account Number(s): P26585; P101588	

After recording return document to:

State of Washington
Department of General Administration
Real Estate Services
P O Box 41015
Olympia WA 98504-1015

Document Title: Purchase and Sale Agreement

Seller: John Bendtsen

Purchaser: State of Washington, State Board for Community and Technical Colleges, Skagit Valley College

Legal Description: Lots 1 & 2, Map Book 8, Map Page 8

Assessor's Tax Parcel Number: P26585, P10588

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between John Bendtsen whose address is ~~11276 Galbreath Road, Burlington, Washington 98233~~ for his heirs, executors, administrators, successors, and assigns, hereinafter called the "Seller", and STATE OF WASHINGTON, State Board for Community and Technical Colleges, Skagit Valley College, acting through the Department of General Administration ("Purchaser").

1. **Offer and Acceptance.** Purchaser offers and agrees to purchase from Seller and Seller accepts such offer and agrees to sell and convey to Purchaser the herein described parcel of land and all improvements thereon, including any and all personal property used in the operation of the land and improvements. Said property is located at 1911 N. Laventure Road, City of Mount Vernon, County of Skagit County, State of Washington, legally described as follows

Parcel "A":

Lot 1 of City of Mount Vernon, Short Plat No. MV-4-87, approved December 17, 1987 and recorded December 21, 1987, under Auditor's File No. 8712210075, in Book 8 of Short Plats, page 8, records of Skagit County, Washington and being a portion of the Southeast ¼ of the Northeast ¼ of Section 17, Township 34 North, Range 4 East, W.M.

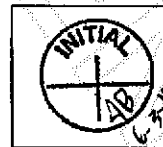
TOGETHER WITH a non-exclusive easement for ingress and egress and utilities over and across the South 30 feet of the East 115.02 feet of Lot 2 of said Short Plat.

Situate in the County of Skagit, State of Washington.

Lot 2 of City of Mount Vernon Short Plat No. MV-4-87, approved December 17, 1987 and recorded December 21, 1987, as Auditor's File No. 8712210075 in Book 8 of Short Plats, page 8, records of Skagit County, Washington;

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the South 15 feet of Lot 1 of said Short Plat.

Said parcel of land contains approximately .48 acres and is further shown on Exhibit "A" which is incorporated herein by reference.



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2. Purchase Price. The purchase price shall be Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00).

2.1 This purchase agreement is subject to the Purchaser obtaining and approving the following information and reports no later than the close of business on June 30, 2011:

2.1a. Final review of the Purchase and Sale Agreement and written approval of the State Board for Community and Technical Colleges, Skagit Valley College;

2.1b. Receipt, review and approval of a real estate appraisal report;

2.1c. Receipt, review and approval of any leases on the land and/or improvements;

2.1d. Receipt, review and approval of a hazardous waste audit;

2.1e. Receipt, review and approval of a preliminary title report; and

2.1f. Final review and approval of the Office of the Attorney General of the State of Washington.

2.1g. Written approval from the City of Mount Vernon for the rezone of the property. Change in use shall result in the zoning designation of Public "P".

2.2. All utilities such as electricity, water, gas, oil, and real property taxes shall be prorated to the date of closing.

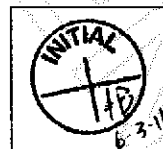
2.3. Any special assessments, L.I.D. assessments and R.I.D. assessments which are levied against the property at the time of closing, shall be paid in full by the Seller.

3. Time for Acceptance. Purchaser's offer is made subject to acceptance by Seller. To accept, Seller must sign where indicated before a notary public and return this Agreement to Purchaser, postmarked, on or before the close of business on June 17, 2011.

4. Escrow. The parties shall deposit this Agreement, and such other documents and monies as are required hereby into an escrow (the "Escrow") established with Chicago Title Company, 425 Commercial Street, Mount Vernon, Washington 98273 (the "Closing Agent").

5. Title. Subject to performance by the Purchaser, the Seller agrees to execute and deliver on the date of closing a Statutory Warranty Deed to the subject Property free and clear of all encumbrances except those which are acceptable to the Purchaser. Closing Agent shall obtain Purchaser's written approval of any exceptions to title that will not be cleared at or prior to closing and notify Seller thereof. Upon receiving such notice, Seller shall have ten (10) days to clear any exceptions not approved by Purchaser. At the conclusion of said period, if clearance of all objectionable exceptions has not been arranged, Closing Agent shall so notify Purchaser who may then either:

- a. Terminate this Agreement, by written notice to Seller, whereupon Seller shall immediately return the Deposit to Purchaser and thereafter neither party shall have any further rights or liabilities hereunder; or



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b. Waive its objections to title and, in such event, the parties shall close the transaction contemplated by this Agreement, subject to such exceptions that have not been eliminated.

6. Inspection and Evaluation of Property. Seller shall provide or make available to Purchaser for inspection and copying to the extent available or within Seller's possession of control, copies of all contracts, appraisals, environmental surveys or audits of the Property or the improvements, tenant leases, certificates of occupancy, soils reports, real property records, including copies of property tax assessments, LID proposals, agreements, leasing proposals and any other documents and information in the possession or control of Seller and pertaining to the Property and all other items which Purchaser deems reasonably necessary to conduct its review of the Property.

Purchaser shall have until the expiration of this Agreement in which to conduct its review of the Property. Said review may include periodic physical and engineering inspections of the Property. Seller agrees to cooperate with and assist Purchaser in the physical inspections of the Property and such documents, books, records and information, provided that such inspections shall be conducted during normal business hours or at such other time as is reasonable and necessary to conduct the inspection. Purchaser shall repair any damage to the Property caused by Purchaser, its employees or agents during such inspections.

7. Date of Closing. Closing of this transaction shall occur in the offices of the Closing Agent, on or before July 31, 2011. For purposes of this Agreement the "closing" shall have occurred when all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

8. Closing Costs. Seller shall pay the following costs and expenses in connection with this transaction:

- a) Seller's attorneys' fees;
- b) One-half (1/2) escrow fee;
- c) Real property taxes shall be prorated to the date of closing, unless the Property is leased to Purchaser, in which case the terms of the lease concerning taxes shall govern;
- d) All special assessments, L.I.D. assessments, and R.I.D. assessments affecting the Property shall be paid in full;
- e) Real estate excise taxes or transfer taxes due on the conveyance, if any;
- f) Title insurance premium or abstract fee and sales tax thereon, if any;
- g) Any real estate brokerage commissions or fees due on the transaction.

Purchaser shall pay the following costs and expenses in connection with this transaction:

- a) Purchaser's attorneys' fees;
- b) One-half (1/2) the Escrow fees;
- c) Fees for recording of the Statutory Warranty Deed;
- d) Real property taxes shall be prorated with Purchaser paying the portion accruing for the period after the date of closing, if applicable. The state of Washington is real estate tax exempt.

9. Governmental Approval. If the approval of any governmental agency is required for the sale of the Property, it is understood and agreed that this Agreement is subject to obtaining such approval. Purchaser shall, at Purchaser's expense, use its best efforts and take all steps necessary to obtain such governmental approval. The closing date shall be extended, subject to the



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limits in paragraph 7.1 of this Agreement, for such period as may be required to obtain such approval.

10. Survey; Subdivision. In the event a city, county, or other governing authority having jurisdiction over the Property requires a survey or plat or has a subdivision ordinance, Purchaser shall, at Purchaser's expense, comply with such ordinance and take all steps necessary to obtain such survey, plat or subdivision. Seller agrees to cooperate with Purchaser in obtaining the necessary approvals. The closing date shall be extended, subject to the limits set forth in paragraph 7.1 of this Agreement, for such period as may be required to obtain such approval.

11. Possession. Purchaser shall be entitled to possession of the Property upon the date of closing, subject only to such matters approved in writing by Purchaser.

12. Commission. Seller warrants and represents to Purchaser that Seller is responsible for all real estate brokerage commissions or fees of any kind or type that are due and payable on this transaction.

13. Governing Law; Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Thurston County, Washington.

14. Time is of the Essence. Time is of the essence in the performance of any obligations pursuant to this Agreement. Failure of either party to insist upon the strict performance of the other party's obligation hereunder shall not constitute a waiver of strict performance thereafter of all of the other party's obligation hereunder.

15. Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement or as otherwise may be provided in this Agreement. No failure by Purchaser to insist upon the strict performance of the seller's obligations hereunder shall constitute a waiver of strict performance thereafter of all of the Seller's obligations hereunder. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller and Purchaser and their respective legal heirs, legal representatives, successors and assigns.

16. Notices. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as may be designated by either party:

SELLER:

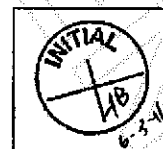
John Bendtsen
11276 Galbreath Road
Burlington, Washington 98223

c/o Dave Scott
Skagit Valley College
2405 E. College Way
Mt. Vernon, WA 98273

PURCHASER:

STATE OF WASHINGTON
State Board for Community and Technical Colleges
Skagit Valley College
2405 East College Way
Mount Vernon, Washington 98273-5899

Acting through the
Department of General Administration
Post Office Box 41015
Olympia, Washington 98504-1015



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Any notice given pursuant to this Agreement shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mails.

17. Entire Agreement. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may not be changed or terminated orally.

18. Leases. All leases on land and/or improvements on the property shall be assigned to the Purchaser at the time of closing. All rents, including prepaid rents, if any, shall be prorated to the date of closing and any damage or security deposits affecting terminated tenancies shall be refunded at closing to the tenant entitled thereto or paid to the account of the Purchaser in accordance with the terms of the lease or rental agreement. Tenancies to be continued shall be assigned to Purchaser.

19. Indemnity. Seller shall indemnify, and hold Purchaser harmless from and against any costs, expenses and liabilities, including without limitation reasonable attorneys' fees, which Purchaser may suffer or incur in connection with (i) its ownership of the Property resulting from any action or inaction of Seller, its agents or employees occurring before the Closing; (ii) any misrepresentation in or omission of any material documents, items, or information to be submitted by Seller to Purchaser relating to the Property or its operations known by Seller; (iii) failure of Seller to perform any of its obligations hereunder; or (iv) failure of Seller to disclose any latent defect of which it has knowledge or reason to know.

20. Non-Foreign Affidavit. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code, as amended, and the regulations promulgated thereunder. Seller shall, upon request of Purchaser, complete an affidavit to the effect.

21. Environmental Concerns. The Seller warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept on the premises which if found on the property would subject the owner or user to any damages, penalty, or liability under an applicable local, state or federal law or regulation. Seller shall indemnify and hold harmless the Purchaser with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of such substances on the premises, except for such substances as may be placed on the premises by the Purchaser.

22. Assignment. Seller agrees that this instrument and all rights, title and interest of the Purchaser are fully assignable by the Purchaser to other governmental entities.

23. Default; Remedies; Specific Performance. In the event of material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by Seller, Purchaser shall have, in addition to a claim for damages from such breach or default and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right to (a) demand and have specific performance of this Agreement; (b) demand injunctive relief to enforce any provision of this Agreement; or (c) terminate this Agreement upon written notice without any additional liability to Seller and Purchaser shall be entitled to a full refund of any payments outlined herein. In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by Purchaser, Seller's only remedy shall be a claim for damages.

24. Condition of Title. Seller hereby agrees from and after the date hereof until the termination of this Agreement or the closing of the sale of the Property, that (i) it will take no action that will adversely affect title to or development of the Property; (ii) it will not mortgage,



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encumber or permit the encumbrance of all or any portion of the Property without Purchaser's prior written consent; and (iii) it will not enter into any written or oral contracts or agreements with respect to the Property.

25. Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

26. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the parties preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

27. No Waiver of Eminent Domain Power. Nothing in this Agreement shall constitute, or be construed as constituting, any limitation upon Purchaser or any waiver by Purchaser with respect to its exercise of the power of eminent domain in connection with any property.

28. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29. Remedies Cumulative. Except as otherwise expressly provided herein, the rights and remedies given herein to Purchaser and Seller shall be deemed cumulative, and the exercise of one or more of such remedies shall not operate to bar the exercise of any other rights reserved to Purchaser or Seller under the provisions of this Agreement.

30. Purchaser's Title Information. Unless otherwise notified by Purchaser in writing prior to the date of closing, Seller shall convey the Property to Purchaser as follows:

State of Washington, State Board for Community and Technical Colleges, Skagit Valley College



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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

John Bendtsen
John Bendtsen

Date: 6-3-2011

STATE OF WASHINGTON

State Board for Community and Technical Colleges,
Skagit Valley College

Acting through the Department of
General Administration

By: Howard S. Cox
Howard S. Cox, Chief Property Officer
Real Estate Services

Date: 6-14-11

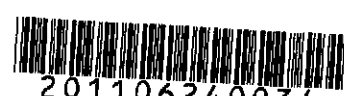
By: Jane Rushford
Jane Rushford, Deputy Director

Date: 6-16-11

APPROVED AS TO FORM:

By: Brian Fall
Assistant Attorney General

Date: 6/13/11

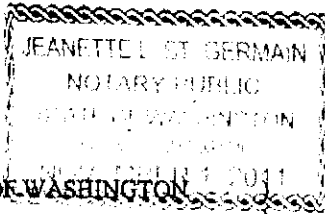


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STATE OF Washington)
) ss.
County of Skagit)

I, the undersigned, a Notary Public, do hereby certify that on this 3rd day of June, 2011, personally appeared before me John Bendtsen to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

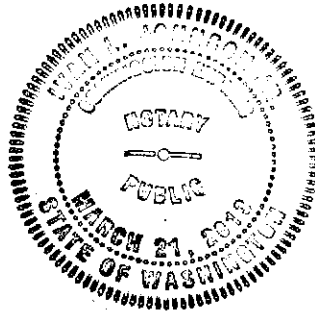


Jeanette L. StGermain
Notary Public in and for the State of Washington,
Residing at Mount Vernon
My commission expires 11/1/2011

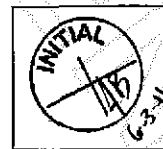
STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 14th day of June 2011, personally appeared before me HOWARD S. COX, Real Estate Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]
Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 3-21-13

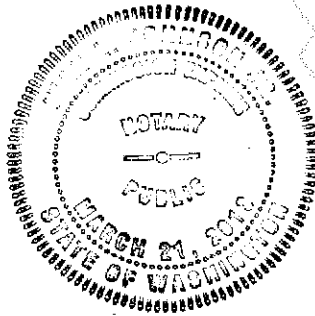


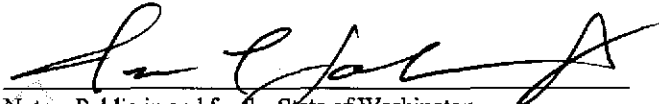
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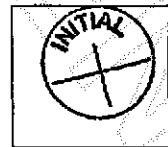
STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 16th day of June, 2011, personally appeared before me JANE RUSHFORD, Deputy Director, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that (s)he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 3-21-13



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Skagit County Auditor

EXHIBIT "A"

