

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between Goldwin Dempsey and Eugina Dempsey, a married couple by and through their marital community ("Buyer"), and the City of Olympia, a municipality organized under the laws of the State of Washington ("Seller"), jointly referred to as "the Parties." This Agreement takes effect on the "Effective Date," as defined in Paragraph 14.16 below.

RECITALS

Seller is the owner of certain real property located in **Thurston County, Washington**, consisting of approximately 250 square feet, more or less, and more particularly described on **Exhibit "A"** (legal description) and **Exhibit "B"** (sketch) attached to this Agreement.

Buyer owns certain real property located at 1330 7th Ave SE in Olympia, Washington, Thurston County Parcel No. 32700300011 and legal described as follows: AYERS L 4 B 3 S 1/2&L 4 S 5F OF N 135F OF W 1/2 LESS S 30F ST.

The Property that is the subject of this Agreement consists of a 5-foot by 50-foot rectangle located at the northeast corner of Buyer's property described above; it is located directly adjacent to that property owned by Buyer and is bordered by Buyer's property on the west and south. The Property is bordered on the north by a 20-foot wide City of Olympia alley, running east-west; however, that alley is unopened and unused at this location.

In September 2022, a survey of Buyer's property, commissioned by Buyer, revealed that the 5-foot by 50-foot Property was not a part of Buyer's adjacent property, but was owned by Seller. Prior to this revelation, Buyer, and Buyer's predecessors in interest, had assumed that the Property was part of Buyer's adjacent property and had treated it as such, including constructing and maintaining a garage on part of the Property, which stood for decades before it was recently torn down. Seller, also, did not realize that the Property was owned by Seller; the Property was not identified in Seller's inventory of properties under its ownership.

The Property is not, and has not been, used by Seller for any municipal purpose; in particular, the Property is not used by Seller for municipal utility purposes nor for any transportation purposes. Seller has determined that the Property is excess to its needs and may be sold pursuant to this Agreement.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions, if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 **Land.** The approximately 250 square feet, more or less, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 **Appurtenances.** All rights, privileges, and easements appurtenant to the Property owned by Seller, including any and all leases, subleases, easements, rights-of-way, and other appurtenances, including any buildings, structures, or fixtures used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. Escrow. The Seller will record a quit claim deed with the Thurston County Auditor conveying the Property to Buyer upon receipt from Buyer of the Purchase Price and all necessary and incidental recording or other fees or taxes.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is Two Thousand Seven Hundred Sixty-Five Dollars and 00/100 Cents (\$2,765.00) U.S.

4. Payment of Purchase Price. On the Closing Date, Buyer shall deposit with Seller the amount of the Purchase Price and all necessary and incidental recording or other fees or taxes.

5. Closing Date. The Closing (the "Closing") of the purchase and sale of the Property under this Agreement must occur on a date no later than 30 days after the Effective Date of this Agreement (the "Closing Date") unless an earlier time is agreed between the Parties. Closing occurs when the Deed (as defined in this Agreement) to Buyer is executed and recorded, and the Purchase Price and all necessary and incidental recording or other fees or taxes have been delivered to Seller.

6. Conditions and/or Contingencies to Buyer's Obligations.

6.1 **Documents and Reports.** Seller has no obligation to deliver any documents or reports to Buyer regarding the condition of the Property.

6.2 **Inspection of the Property.** Buyer may from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's sole cost and expense, of making all tests and/or studies of the Property that Buyer may

wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies, and review of zoning, fire, safety, and other compliance matters; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement are not diminished and may not be deemed to be waived by any inspections, tests, or investigations made by Buyer or its agents.

6.3 Appraisal of the Property. Buyer may, at Buyer's sole cost and expense, obtain an appraisal. Buyer's appraiser may enter onto the property as is necessary to appraise the Property.

6.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property is subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including the physical condition of the Property. Buyer's approval and obligation to purchase the Property under this paragraph must be 10 business days from the last date this Agreement was executed by a Party to sign same.

6.5 Contingency/Feasibility Period. As used herein, the term "Contingency or Feasibility Period" is 10 business days from the last date this Agreement was executed by a Party to sign same.

6.6 Buyer's Right to Terminate. If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer may terminate this Agreement by sending written notice to Seller (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement terminates and neither Buyer nor Seller have any further liability to the other under this Agreement.

If the conditions set forth in this Paragraph 6 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller have any further liability to the other under this Agreement.

7. No Seller Representations or Warranties. Seller makes no representations or warranties as to the Property.

8. No Covenants of Seller. Seller makes no covenants as to the Property, except as otherwise expressly provided in this Agreement.

9. Closing.

9.1 **Time and Place.** Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing must take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

9.2 **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which must be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents as are required by Buyer such as a quit claim deed to the Property.

(ii) **Authority.** Such evidence as Buyer requires as to authority of Seller to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans, and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) **Assignment.** Seller and Buyer agree any assignment of Buyer's rights under this Agreement are subject to Seller's approval, which may not be unreasonably withheld, conditioned, or denied.

(v) **Quit Claim Deed.** A quit claim deed ("Deed") conveying to Buyer title to the Property in the form set forth in **Exhibit "D"** attached hereto.

9.3 **Payment of Costs.** At Closing, Buyer shall pay all recording fees, technology fees, and any other fees and costs associated with Closing.

9.4 **Taxes.** Buyer shall pay any and all real estate excise taxes, if any.

9.6 **Possession.** Possession of the Property will be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, must be delivered to Buyer in good order.

9.7 **Proration.** All amounts required to be prorated hereunder as of Closing, must be calculated as if Buyer were in possession of the Property as of the date of Closing.

10. Environmental.

10.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller has no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after

Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

10.2 Definitions. The term “Hazardous Substance” includes (a) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes,” or “solid wastes” in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

11. Indemnification. Seller assumes no obligation to defend or indemnify Buyer.

12. Casualty. If any fire, windstorm, or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller, has any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement continues in effect. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

13. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands, or other communications required or desired to be given hereunder by any party (collectively, “Notices”) must be in writing and must be validly given or made to another party if delivered either personally or by FedEx, UPS, USPS, or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it must be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it must be deemed given 24 hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such must be deemed given five (5) days after the deposit thereof in the United States mail. Alternatively, notice may be given by email directed to the email address for the Party set forth below. Each such Notice must be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Buyer:	Steven J. Burney, City Manager City of Olympia 601 4 th Ave E PO Box 1967 Olympia, WA 98507-1967 Email: jburney@ci.olympia.wa.us
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With a copy to: Michael Young, Deputy City Attorney
City of Olympia
601 4th Ave E
PO Box 1967
Olympia, WA 98507-1967
Email: myoung@ci.olympia.wa.us

To Seller: Goldwin Dempsey and Eugina Dempsey, a marital
community
7631 Rainier Road SE
Olympia, WA 98513
Email: goldwinphoto@hotmail.com

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

14. Miscellaneous.

14.1 **Applicable Law.** This Agreement is in all respects, governed by the laws of the State of Washington.

14.2 **Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

14.3 **Modification or Amendment, Waivers.** No amendment, change, or modification of this Agreement is valid, unless in writing and signed by all of the Parties to this Agreement. No waiver of any breach of any covenant or provision in this Agreement may be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act may be deemed an extension of the time for performance of any other obligation or act.

14.4 **Successors and Assigns.** All of the terms and provisions contained in this Agreement inure to the benefit of and are binding upon the Parties hereto and their respective heirs, legal representatives, successors, and assigns. Any assignment is subject to Seller's approval, which may not be unreasonably withheld, conditioned, or denied. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee must for all purposes be regarded as Buyer under this Agreement.

14.5 **Entire Agreement and No Third Party Beneficiaries.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The

Parties do not intend to confer any benefit under this Agreement to any person, firm, or corporation other than the Parties.

14.6 **Attorneys' Fees.** Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit is entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

14.7 **Construction.** Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement may not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action must be taken on the next succeeding business day.

14.8 **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected thereby; and each such term and provision of this Agreement is valid and be enforced to the fullest extent permitted by law.

14.9 **Survival.** The covenants, agreements, obligations to indemnify, representations, and warranties made in this Agreement survive the Closing unimpaired and do not merge into the Deed and the recordation thereof.

14.10 **Finders' or Brokers' Fees.** Neither party has any obligation to pay any finders' or brokers' fee in connection with this Agreement.

14.11 **Time.** Time is of the essence of every provision of this Agreement.

14.12 **Risk of Loss.** All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, is at Seller's sole risk of loss.

14.13 **Force Majeure.** Performance by Seller or Buyer of their obligations under this Agreement must be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts, or other labor industrial disturbance, order of any government, court, or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

14.14 **Recitals.** The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof.

14.15 **Counterparts.** This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of

this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned or digital signature, where permitted by law, must be deemed to be an original signature for all purposes. All executed counterparts of this Agreement must be deemed to be originals, but all such counterparts, when taken together, constitute one and the same Agreement. Digital signatures will be deemed to be an original signature where permitted by law.

14.16 **Effective Date.** The term “date of this Agreement” or “date hereof” or “Effective Date,” as used in this Agreement, means the later of the following dates: (1) the date of Buyer’s signature on this Agreement; or (2) the date of Seller’s signature on this Agreement.

[Signatures appear on the following page]

SELLER:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven J. Burney, City Manager

Date: _____

APPROVED AS TO FORM:

Michael M. Young

Michael Young, Deputy City Attorney

Date: 01/03/2024

BUYERS:

Goldwin Dempsey

Goldwin Dempsey, as part of his marital
community

Date: 01/04/2024

Eugina Dempsey

Eugina Dempsey, as part of her marital
community

Date: 01/11/2024

EXHIBIT A

LEGAL DESCRIPTION NEW PARCEL:

THE SOUTH 5 FEET OF THE NORTHEAST QUARTER OF LOT 4, BLOCK 3, AYERS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 2 OF PLATS, PAGE 67;

CONTAINING 250 SQUARE FEET, MORE OR LESS;

SITUATE IN THURSTON COUNTY, WA.

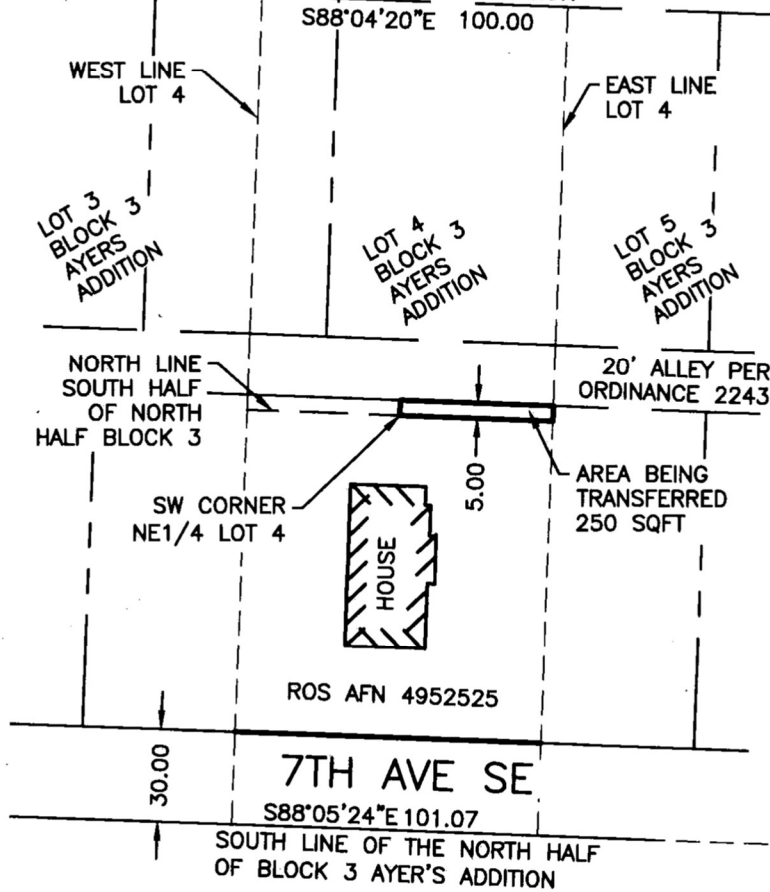
Prepared By: Seth E. Prigge
MTN2Coast LLC
5/19/2023



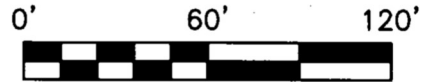
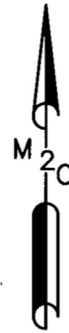
EXHIBIT B

LEGION WAY SE

NORTH LINE OF THE NORTH HALF
OF BLOCK 3 AYER'S ADDITION



5/19/23



SCALE 1" = 60'



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360.688.1949

DEMPSEY GOLDWIN PARCEL
DATE: 5/19/2023
SCALE: 1"=60'
M2C PROJECT NO.: 22-209
SHEET NO. 1 OF 1

EXHIBIT "C"
FORM OF QUIT CLAIM DEED

AFTER RECORDING MAIL TO:

Goldwin and Eugina Dempsey
1330 7th Ave SE
Olympia WA 98501

Document Title: Quit Claim Deed
Grantor: City of Olympia, a Washington municipal corporation
Grantee: Goldwin Dempsey and Eugina Dempsey, and their marital community
Abbreviated Legal Description: A PTN OF AYERS L 4 B 3 S 1/2&L 4 S 5F OF N 135F OF W 1/2 LESS S 30F ST
Assessor's Tax Parcel Numbers: 32700300011

The Grantor, **CITY OF OLYMPIA**, a Washington municipal corporation, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and quit claims to the Grantee, **GOLDWIN DEMPSEY** and **EUGINA DEMPSEY**, a marital community, the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

The south 5 feet of the northeast quarter of Lot 4, Block 3, Ayers Addition to Olympia as recorded in Volume 2 of Plats, Page 67;

Containing 250 square feet, more or less;

Situate in Thurston County, Washington.

Subject to reservations, easements, conditions, and restrictions of record.

DATED this ____ day of _____, 2024.

GRANTOR:

CITY OF OLYMPIA, a Washington municipal corporation

Signature: _____
Steven J. Burney, City Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that STEVEN J. BURNEY, City Manager for the City of Olympia, a Washington municipal corporation, appeared before me, and that said person acknowledged that he signed this instrument, and on oath stated that he is authorized to execute this instrument, and acknowledged his signature as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____ 2024.

Signature
Print Name _____
NOTARY PUBLIC in and for the State of
Washington
Residing at _____
My appointment expires: _____