

LAKE CHELAN RECLAMATION DISTRICT  
MANSON, WASHINGTON  
**RESOLUTION 21-07**  
AUTHORIZATION FOR PURCHASE OF PROPERTY  
(SNYDER 1.26 ACRES)

This Resolution 2021-07 is effective the 10th day of August, 2021.

**RECITALS**

1. The Lake Chelan Reclamation District (the "District") is an irrigation district duly organized and operated under RCW 87.03.010;
2. Under Title RCW Title 87, and in particular RCW 87.03.140, the District's Board of Directors has authority to purchase real estate for the purpose of conducting District operations;
3. John and Becky Snyder (the "Snyders") are the owners of real property located on Lone Horse Rd., Manson, Chelan County and suitable for use in District operations (the "Property");
4. The Snyders have expressed their willingness to sell a portion of their property on terms acceptable to the District;
5. The District and the Snyders have engaged in negotiations for the purchase and sale of the Property and have agreed on a purchase price and general terms of the Purchase and Sale Agreement;
6. The District Board of Directors believes that the purchase of the Property on the terms negotiated would be in the best interest of the District.

**RESOLUTION**

NOW THEREFORE BE IT RESOLVED, that the District Manager is authorized to enter into a real estate purchase and sale agreement in the form of attached Exhibit "A" for the District's purchase of the Property from the Snyders.

BE IT FURTHER RESOLVED that the District Manager is authorized to take such action as is necessary in order to facilitate closing of the purchase and sale of the Property, provided that the final sale documents are consistent with the terms of the purchase and sale agreement.

Adopted this 10th day of August, 2021 at the regular meeting of the Board of Directors.

LAKE CHELAN RECLAMATION DISTRICT

BY: 

President

ATTEST: 

Secretary - Manager

# Exhibit A

## REAL ESTATE PURCHASE AND SALE AGREEMENT WITH EARNEST MONEY PROVISION

Manson, Washington

1. SELLER. JOHN G. SNYDER and BECKY J. SNYDER, husband and wife.
2. PURCHASER. LAKE CHELAN RECLAMATION DISTRICT, a Washington irrigation district.
3. AGREEMENT. The Seller agrees to sell and the Purchaser agrees to purchase the property described herein on the terms set forth herein.
4. PROPERTY. The property to be sold and purchased herein is approximately 1.26 acres, shown as Parcel "B" on attached Exhibit "A," being a portion of the property located in the County of Chelan, State of Washington, commonly known as 105 Lone Horse Road, Manson, Washington, and legally described as follows:

Portion of Chelan County Tax Parcel No. 28-21-35-608-301

That part of Tract 21 Highline Division No. 3 of the Plat of Lake Chelan Land Company's Irrigated Lands as recorded in Volume 3 of Plats, page 14 records of Chelan County, Washington, further described as follows: Commencing at a rebar with surveyor's cap marking the Southernmost corner of Lot 2 of Chelan County Short Subdivision No. 2075, as recorded in Book SP-8, page 34, records of said Chelan County.

thence Northeast 29°16'00" along the boundary line of said Lot 2 for 10.58 feet to a point 2.50 feet southwesterly of the northeasterly boundary line of said Lot 2; thence Northwest 42°36'05" parallel to said northeasterly boundary line, for 169.75 feet to the TRUE POINT OF BEGINNING; thence from said Point of Beginning, continuing along said parallel line, Northwest 42°36'05" for 427.90 feet; thence leaving said parallel line Northeast 15°59'12", along the easterly boundary line of that parcel of record as recorded under Auditor's File No. 9011260043, for 281.62 feet to an iron pipe marking the Northeast corner of said parcel of record; thence Southeast 32°26'50" for 54.65 feet; thence Southeast 42°38'49" for 445.21 feet; thence Southwest 29°16'00" for 243.14 feet to the Point of Beginning, containing 2.45 acres.

TOGETHER WITH all water rights appurtenant to or presently being used on the property described herein.

SUBJECT TO all rights, restrictions, reservations, covenants and easements of record.

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Tax Parcel No. 28-21-35-608-301

(the "Property").

5. PURCHASE PRICE. The total purchase price is One Hundred Eighty Five Thousand and No/100 Dollars (\$185,000.00).

6. PAYMENT OF PURCHASE PRICE. The purchase price shall be payable in cash at closing, including received earnest money

7. EARNEST MONEY. Purchaser hereby deposits, and receipt is hereby acknowledged of One Thousand and No/100 Dollars (\$1,000.00), evidenced by check paid or delivered as earnest money in part payment of the purchase price for the afore-described real estate. Earnest money and this agreement shall be held by Central Washington Title Services, Inc. for the benefit of the parties hereto.

8. PURCHASER'S REPRESENTATION. Purchaser represents that Purchaser has sufficient funds available to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds unless otherwise set forth in this Agreement.

9. CONTINGENCIES. This Agreement is contingent on the following:

(a) Appraisal. This Agreement is contingent upon Purchaser obtaining an appraisal on the Property. The appraisal shall be at Purchaser's expense and shall be acceptable to Purchaser in Purchaser's sole discretion.

(b) Boundary Line Adjustment. This Agreement is contingent upon Purchaser completing a boundary line adjustment between Chelan County Tax Parcel Nos. 28-21-35-608-301 and 28-21-35-608-250 as generally depicted on the attached Exhibit "A", and Chelan County approving said Boundary Line Adjustment. Purchaser shall pay all costs associated with this Boundary Line Adjustment. If Purchaser is unable to obtain county approval, then this Agreement shall terminate. Prior to closing, Purchaser shall have the right to enter the Property for purposes of the boundary line adjustment. Seller shall assist in the boundary line adjustment, PROVIDED, Purchaser shall undertake no activity which may create a lien on the Property. Seller agrees to sign any documentation required for Purchaser to complete a boundary line adjustment.

(c) Title. This Agreement is contingent upon Purchaser's review and approval, in Purchaser's sole discretion, of the Preliminary Title Commitment to be issued by Central Washington Title Services, Inc.

10. TITLE. Unless otherwise specified in this Agreement, title to the Property shall be marketable at closing. Rights, reservations, covenants, conditions, and restrictions, presently of record, easements and encroachments not materially affecting the value of the Property or unduly interfering with Purchaser's intended use of the Property shall not cause the title to be considered unmarketable. Encumbrances to be discharged by Seller shall be paid by Seller on or before closing.

11. TITLE INSURANCE. Seller authorizes closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance, with homeowner's additional protection

1 and inflation protection endorsements, if applicable and available at no additional cost, to be issued  
2 by Central Washington Title Services, Inc. The title policy shall contain no exceptions other than  
3 those contained in said standard form and those not inconsistent with this Agreement. If title is not  
4 so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive  
5 such encumbrances or defects, or to terminate this Agreement. PURCHASER ACKNOWLEDGES  
6 THAT A STANDARD FORM OF TITLE INSURANCE DOES NOT INSURE THE LOCATION OF  
7 BOUNDARIES AND THAT AN EXTENDED FORM OF INSURANCE IS AVAILABLE AT  
8 ADDITIONAL COSTS TO PURCHASER.

9 12. CONVEYANCE. Title shall be conveyed by Statutory Warranty Deed free of  
10 encumbrances and defects except those included in this Agreement or otherwise acceptable to  
11 Purchaser. Seller shall transfer to Purchaser at closing the permits, licenses or water rights,  
12 necessary to irrigate the Property.

13 13. SELLER'S DISCLOSURES, REPRESENTATIONS AND DISCLAIMERS.

14 (a) Utilities: The Property is not served by utilities.

15 (b) Governmental Utilities: Pursuant to RCW 60.80, Purchaser and Seller do not  
16 request the escrow/closing agent to administer the disbursement of closing funds necessary to satisfy  
17 unpaid utility charges affecting the Property. Seller represents that the Property is not served by  
18 utilities and therefore there are no outstanding utility bills owed relating to this property.

19 (c) Property Maintenance: Seller will perform ordinary maintenance on the Property  
20 as presently exists until the earlier of closing or as otherwise agreed. Seller will remove all of Seller's  
21 personal property, trash, debris, and all articles not agreed to be left at closing.

22 (d) Property Condition - Environmental. Seller represents that to the best of its  
23 knowledge, information and belief, no hazardous or toxic wastes of any kind, as those terms are  
24 defined or used in federal or Washington statutes and regulations, had been improperly stored or  
25 disposed of on the Property prior to the Purchaser's possession of the Property. Seller represents and  
26 warrants that:

- 27 (i) To the best of Seller's actual knowledge, Seller has not received any notice  
28 of any violation of any Environmental Laws;
- (ii) To the best of Seller's actual knowledge, no tanks used for the storage of  
any Hazardous Material above or below ground are present or were at any  
time present on or about the Property;
- (iii) To the best of Seller's actual knowledge, no action has been commenced  
or threatened regarding the presence of any Hazardous Material on or  
about the Property; and
- (iv) Seller has not released or waived and will not release or waive the liability  
of any previous owner, lessee or operator of the Property or any party  
who may be potentially responsible for the presence or removal of  
Hazardous Material on or about the Property. Seller has made no  
promises of indemnification regarding Hazardous Material to any party.

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2 14. CLOSING. This sale shall be closed thirty (30) days after satisfaction or waiver  
3 of all contingencies and completion of the boundary line adjustment, but in any event not later than  
4 October 31 2021, by Deborah Foltz at Central Washington Title Services, Inc. "Closing" means the  
5 date on which all documents are recorded and the sale proceeds are available for disbursement to  
6 Seller. Purchaser and Seller shall deposit with closing agent all documents and monies required to  
7 complete this sale in accordance with this Agreement.

8 15. CLOSING COSTS AND PRORATION. Seller and Purchaser shall each pay  
9 customary escrow fees. Seller shall pay real estate excise tax. Taxes for the current year shall be  
10 prorated as of closing. Irrigation annual assessments shall be prorated as of closing.

11 16. POSSESSION. Purchaser shall be entitled to possession on closing.

12 17. ASSIGNMENT. Purchaser's rights under this Agreement may not be assigned  
13 by Purchaser without Seller's prior written consent, which consent shall not be unreasonably withheld.

14 18. FIRPTA COMPLIANCE This sale may be subject to the withholding and  
15 reporting requirements of the Foreign Investment In Real Property Tax Act (FIRPTA), unless Seller  
16 furnishes to Purchaser an affidavit of nonforeign status. Seller and Purchaser agree to comply with  
17 FIRPTA, if applicable.

18 19. NOTICES. Unless otherwise specified in this Agreement, any and all notices  
19 required or permitted to be given under this Agreement must be given in writing. Notices to Seller  
20 must be signed by at least one Purchaser and shall be deemed to be given when actually received  
21 by or at the residence of Seller. Notices to Purchaser must be signed by at least one Seller and shall  
22 be deemed to be given when actually received by or at the residence of Purchaser.

23 20. COMPUTATION OF TIME. Unless otherwise expressly specified herein, any  
24 period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the  
25 specified period of time, unless the last day is Saturday, Sunday or a legal holiday, as prescribed in  
26 RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. of the next  
27 business day. Any specified period of five (5) days or less shall include business days only.

28 21. VENUE. In the event that Purchaser or Seller shall commence proceedings  
or institute action to enforce any rights hereunder, the venue for any such proceeding or action shall  
be in Chelan County, Washington.

22. ARBITRATION OF DISPUTES. The parties agree to attempt to resolve any  
disputes relating to this Agreement by negotiation and/or with a mutually agreed-upon mediator.  
However, if these attempts are unsuccessful, upon demand by either party, all claims between the  
parties shall be referred for binding arbitration in accordance with the Washington Uniform Arbitration  
Act (RCW 7.04A et seq.). There shall be one arbitrator, whose decision shall be final, and binding,  
and judgment may be entered thereon. If the parties cannot agree on the arbitrator, the arbitrator  
shall be appointed by the presiding judge of the Chelan County Superior Court. The arbitrator is  
authorized to restrict and/or limit discovery in the arbitrator's discretion, to that discovery reasonable  
under the circumstances considering the complexity of the matter and the amount in controversy.  
The substantially prevailing party, in any arbitration or other action, shall be entitled to collect all fees


1 and costs incurred in connection with such action, including attorneys' fees, which amount shall be  
2 included in any award given.

3 23. DEFAULT. If either party defaults (that is, fails to perform the acts required of  
4 them) in their contractual performance herein, the nondefaulting party may seek specific  
5 performance pursuant to the terms of this agreement, damages or rescission.

6 24. GENERAL PROVISIONS. Time is of the essence. There are no verbal  
7 agreements which modify this Agreement. This Agreement constitutes the full understanding  
8 between Seller and Purchaser. Purchaser has personally observed the Property and has reached  
9 Purchaser's own conclusion as to the adequacy and acceptability of the Property based upon such  
10 personal inspection. Unless otherwise expressly specified herein, square footage, dimensions,  
11 and/or boundaries used in marketing the Property are understood to be approximations and are not  
12 intended to be relied upon to determine the fitness or value of the Property.

13 25. LEGAL AND TAX IMPLICATIONS. This agreement affects your legal rights  
14 and obligations and will have tax implications. If you have any questions regarding this agreement  
15 and the addendums, attachments or other related documents, you should consult an attorney or tax  
16 advisor.

17 26. WAIVER OF DISCLOSURE. RCW 64.06 requires that the seller of real  
18 property complete a Real Property Transfer Disclosure Statement to be provided to the Purchaser.  
19 Purchaser hereby expressly waives receipt of the disclosure statement, except in the event any  
20 questions would be answered "yes" in the environmental section of the form.

21 Purchaser's initials:  \_\_\_\_\_

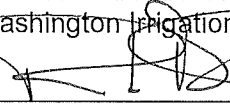
22 27. AUTHORITY TO SIGN. The parties signing this instrument hereby  
23 acknowledge that they are authorized to execute the instrument on behalf of the entities they are  
24 signing for and acknowledge it to be the free and voluntary act of such parties for the uses and  
25 purposes mentioned in the instrument.

26 28. FACSIMILE/E-MAIL COPIES/COUNTERPARTS. The parties agree that this  
27 Agreement may be executed in counterparts, each of which shall be deemed an original and all of  
28 which together shall constitute one and the same agreement, and may be transmitted between them  
electronically or by facsimile machine. The parties intend that electronically transmitted or faxed  
signatures constitute original signatures and that agreements containing the signatures (original or  
e-mailed or faxed) of all the parties shall constitute a fully executed original and shall be binding on  
the parties.

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"PURCHASER"

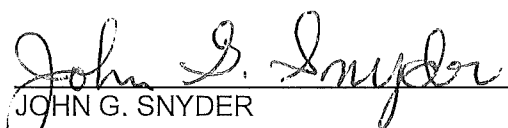
LAKE CHELAN RECLAMATION DISTRICT  
A Washington Irrigation District


By   
Rod Anderson, Manager

Date: \_\_\_\_\_, 2021

Address:  
P.O. Box J  
Manson, WA 98831  
Phone No. (509) 6873548  
Email: [icollins@lcrd.org](mailto:icollins@lcrd.org)

"SELLER"

  
JOHN G. SNYDER

  
BECKY J. SNYDER

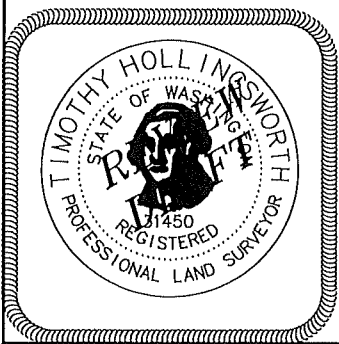
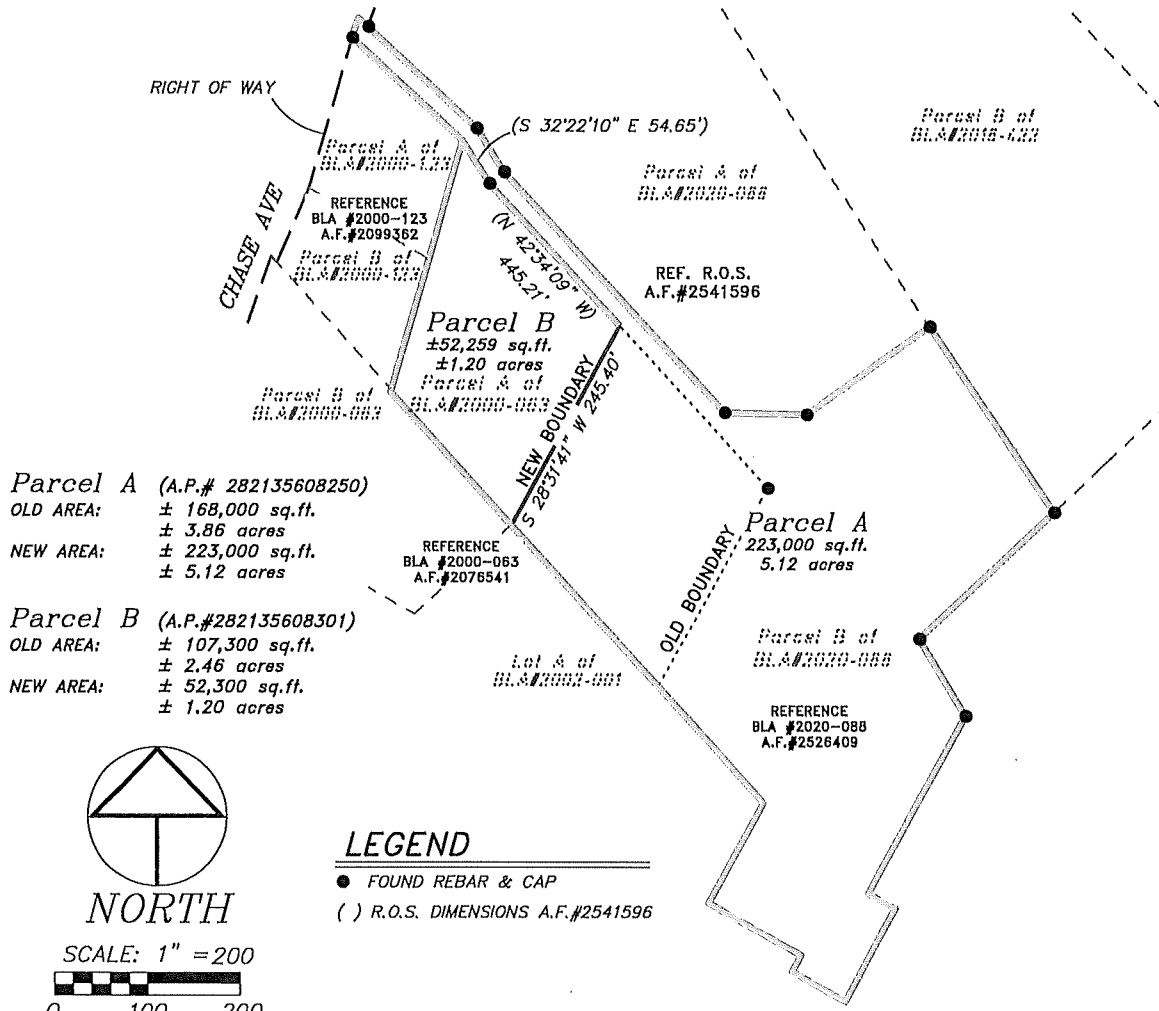
Date: 7/20 \_\_\_\_\_, 2021

Address:  
P.O. Box 598  
Manson, WA 98831  
Phone No. (509) 687-3265  
Email: [snyderzoo@frontier.com](mailto:snyderzoo@frontier.com)

Sketch to Accompany  
Chelan County Boundary Adjustment  
FOR

John and Becky Snyder & Lake Chelan Reclamation District

Parcel A of BLA#2000-063 &  
Parcel B of BLA#2020-088



**Pinnacle Surveying**  
**Tim Hollingsworth, PLS**

601 W. Woodin Ave., P.O. Box 1107 - Chelan Washington, 98816  
 509.682.2266 - holly@pinnacle-surveying.com

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DATE: Jul. 29, 21	FILE NO: 221017-BLA-Sketch.dwg
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