

NOTICE OF MEETING LOCATION CHANGE  
(RCW 42.30)



**The Board of Commissioners of Pacific County Fire Protection District 1 will hold a Special Meeting at:**

26110 Ridge Avenue, Ocean Park and via Zoom  
Email [jamie@pcfd1.org](mailto:jamie@pcfd1.org) for the Zoom access code.  
(Location of Meeting)

Wednesday, July 8<sup>th</sup>, 2021  
(Date and Day of Week)

3:00 P.M.  
(Time)

To discuss and/or take action on the following items of business:

1. Other District Business

Dated this 7 day of July, 2021

Pacific County Fire Protection District 1  
Board of Commissioners

By:   
Fred Hill, Chairman of the Board



Copy of Notice given to:

Commissioner Hill	<u>7/7/2021 / 12:43</u>
Commissioner Long	<u>7/7/2021 / 12:43</u>

Commissioner Downer	<u>7/7/21 / 12:43</u>
Chinook Observer	<u>7/7/21 / 12:47</u>

Notice posting places, dates and times:

Station 21-1 Ocean Park	<u>7/7/2021 / 12:55</u>
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Station 21-2 Seaview	<u>7/7/21 / 12:48</u>
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Broadcast Report

P 1  
07/07/2021 13:22  
Serial No. A61F011001175  
TC: 399081

Addressee	Start Time	Time	Prints	Result	Note
Station 2 Chinook Observer	07-07 13:21 07-07 13:22	00:00:21 00:00:48	001/001 001/001	OK OK	

**Note** TMB:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPE:Page Separation TX, MIX:Mix Original TX, CALL:Manual TX, CSAC:CSAC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, RTK:Re-Tx, RLY:Relay, NSX:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

**Result** OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: Rx from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, Fil:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Memory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

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Board of Commissioners

By: [Signature]  
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Commissioner Downer 7/7/21, 12:43  
Chinook Observer

Notice posting places, dates and times:  
Date/Time

Station 21-1 Ocean Park

Station 21-2 Seaview

Date/Time

[REDACTED]

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**From:** Brian Snure <Brian@snurelaw.com>  
**Sent:** Wednesday, July 07, 2021 6:15 AM  
**To:** [REDACTED]  
**Subject:** Re: Pacific County FD#1  
**Attachments:** PC1K7\_7\_21PSAGeneral.docx; PC1K7\_7\_21PNEarnestMoney.docx

[REDACTED]

I have attached a draft purchase and sale agreement. The yellow highlighted sections need to be reviewed, revised or completed prior to submitting to the Sellers. I have also attached a draft promissory note for the earnest money deposit which I set at \$5,000 but could be modified.

I noted in your initial email you indicated the Seller's did not want to publicly announce a sale until they were ready to close the restaurant. I do not know when this is, but, as you know, the Board must take action in an open public meeting in order for the Agreement to be binding. Not sure how you were planning on addressing this but let me know if that is an issue that we need to discuss.

Let me know if you have any questions or require any revisions to the documents.

Thanks.

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This email was scanned by Bitdefender

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Sincerely,

Brian Snure  
Snure Law Office, PSC  
612 S. 227th St.  
Des Moines, WA 98198  
Phone: 206-824-5630  
Toll Free: 800-486-9484  
Cell: 206-276-8742  
Email: [Brian@snurelaw.com](mailto:Brian@snurelaw.com)

THE INFORMATION CONTAINED IN THIS EMAIL MAY BE PRIVILEGED, CONFIDENTIAL AND INTENDED ONLY FOR THE USE OF THE INDIVIDUAL IDENTIFIED ABOVE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY, DO NOT COPY OR SEND THE MESSAGE TO ANYONE ELSE AND DELETE THE ORIGINAL TRANSMITTAL. THANK YOU!

On Jul 6, 2021, at 1:23 PM, [REDACTED] <[REDACTED]@pcfd1.org> wrote:

Brian,

Thank you very much for being willing to help us with this.

The Board has been contacting me today regarding the offer. The business owner has received another offer from another entity, and our Board is wanting to get a signed offer as soon as possible.

Would it be possible to have the draft by the end of Thursday, so it could be signed by the end of the week?

Sincerely,

[REDACTED]  
District Secretary/Finance Officer  
**Pacific County Fire District #1**  
PO Box 890  
26110 Ridge Ave  
Ocean Park, WA 98640  
P: (360) 665-4451  
F: (360) 665-4909

*This institution is an equal opportunity provider and employer.*

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**From:** Brian Snure [mailto:[Brian@snurelaw.com](mailto:Brian@snurelaw.com)]  
**Sent:** Tuesday, July 06, 2021 10:53 AM  
**To:** [REDACTED]  
**Subject:** Re: Pacific County FD#1

Jamie,

Yes, I can assist, will try and get you a draft or any follow up questions before the end of the week.

Thanks.

--

Sincerely,

Brian Snure  
Snure Law Office, PSC  
612 S. 227th St.  
Des Moines, WA 98198  
Phone: 206-824-5630  
Toll Free: 800-486-9484  
Cell: 206-276-8742

Email: [Brian@snurelaw.com](mailto:Brian@snurelaw.com)

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On Jun 28, 2021, at 9:04 AM, [REDACTED] <[Jamie@pcfd1.org](mailto:Jamie@pcfd1.org)> wrote:

Brian,

The seller is not wanting to announce that they are closing/selling until 2 weeks before they plan on shutting the business down.

The property is currently a small restaurant. The parcels are contiguous to our main station and are the only way we could stay at our current location when expansion is necessary.

The details that have been discussed are as follows:

1. \$250,000
2. Sales includes real property only (parcels 75016000147 and 75016000148)
  - a. <https://pacificwa-taxesifter.publicaccessnow.com/Assessor.aspx?keyId=540395&parcelNumber=75016000148&typeID=1>
  - b. <https://pacificwa-taxesifter.publicaccessnow.com/Assessor.aspx?keyId=540394&parcelNumber=75016000147&typeID=1>
3. PCFD#1 takes ownership on 10/15/2021
4. The money will be placed into an escrow account on 10/1/2021
5. Seller and PCFD#1 will split the closing costs
6. Sale is contingent on a successful Phase 1 Environmental Assessment
7. The seller will clean the grease traps before closing

Please advise if this is something you would be able to help us with.

Sincerely,

[REDACTED]  
District Secretary/Finance Officer

**Pacific County Fire District #1**

PO Box 890

26110 Ridge Ave

Ocean Park, WA 98640

P: (360) 665-4451

F: (360) 665-4909

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**From:** Brian Snure [mailto:Brian@snurelaw.com]  
**Sent:** Wednesday, June 23, 2021 5:59 AM  
**To:** [REDACTED]  
**Subject:** Re: Pacific County FD#1

Jamie,

Possibly, depends on the nature of the property, the contingencies, present use, etc. In all honesty if you are buying, unless the seller wants to avoid commissions, it would probably be more cost effective to use a realtor to represent you in the process and I could review any agreements rather than draft.

If there are reasons not to use a realtor, let me know the details and I will let you know if I have the appropriate skill set....

Thanks.

--  
Sincerely,

Brian Snure  
Snure Law Office, PSC  
612 S. 227th St.  
Des Moines, WA 98198  
Phone: 206-824-5630  
Toll Free: 800-486-9484  
Cell: 206-276-8742  
Email: [Brian@snurelaw.com](mailto:Brian@snurelaw.com)

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On Jun 22, 2021, at 5:15 PM, [REDACTED] <[Jamie@pcfd1.org](mailto:Jamie@pcfd1.org)> wrote:

Hi Brian,

We are wondering if you draft commercial real estate offers for clients.

Sincerely,



District Secretary/Finance Officer

**Pacific County Fire District #1**

PO Box 890

26110 Ridge Ave

Ocean Park, WA 98640

P: (360) 665-4451

F: (360) 665-4909

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

THIS CONTRACT CONTROLS THE TERMS  
OF THE SALE OF THE PROPERTY  
(Please read carefully before signing)

PACIFIC COUNTY FIRE PROTECTION DISTRICT NO. 1, a municipal corporation, **Buyer**, agrees to buy and Nicholas L. and Sharon C. Larsen, husband and wife, **Seller**, agrees to sell, on the following terms and conditions, the following described parcels of real property, located at 1517 Bay Ave., Ocean Park WA 98640 in Pacific County and legally described as follows (herein, “**the Property**”)

Ocean Park Lots 147 and 148

PACIFIC COUNTY TAX PARCEL NO.s 75016000148 and 75016000147

(Buyer and Seller authorize Closing Agent to correct, over their signatures, the legal description of the property)

- 1. PURCHASE PRICE AND PAYMENT.** The purchase price is the sum of **Two Hundred FIFTY Thousand and 00/100ths** dollars (**\$250,000.00**). The purchase price, including earnest money, shall be paid in cash at closing.
- 2. EARNEST MONEY.** Buyer agrees to deliver \$2,500 in Earnest Money to the closing agent in the form of a promissory note within 7 business days after mutual acceptance of this Agreement.
- 3. ATTACHMENTS:** The following listed attachments/addendum, if any, are part of this Agreement: None
- 4. CONTINGENCIES:**
  - 4.1. Phase 1 Environmental Assessment.** This Agreement is conditioned on Buyer obtaining and approving (at Buyer’s sole cost and in Buyer’s sole discretion) a Phase I Environmental Assessment, prior to \_\_\_\_\_, 2021 (the Feasibility Period). In the event Buyer deems the contingency not satisfied within the Feasibility Period, Buyer shall be entitled to a full refund of the earnest money less any outstanding escrow fees. Buyer must give written notice of disapproval of the contingency to Seller on or before 5:00 p.m. \_\_\_\_\_, 2021 or this contingency will deem to have been satisfied.
  - 4.2. Grease Traps.** Seller shall clean all grease traps at five calendar days prior to closing. If Seller fails to clean grease traps, Buyer may delay closing or terminate this agreement and receive a full refund of Buyer’s earnest money.
- 5. BUYER’S RIGHTS AND OBLIGATIONS DURING FEASIBILITY PERIOD.**
  - 5.1. Buyer’s Permitted Activities.** Seller agrees that prior to closing, upon 48 hours’ notice to Seller, Buyer, its employees, agents and independent contractors, may enter upon the



Property to conduct and perform at Buyer's sole cost and expense, some or all the following activities: soils testing, surveying, environmental audits, building inspection and testing, and such other tests and inspections of the Property which Buyer deems necessary or advisable. ("Permitted Activities"). Buyer will not enter the building(s) on the Property without the Seller's permission and will use its best efforts not to disrupt any Tenant currently occupying the Property.

**5.2. Environmental Assessment.** A Phase I and/or Phase II environmental assessment shall be considered Permitted Activities under this Agreement. A Phase I environmental assessment generally will consist of a review of the title of ownership and land use, review of geologic and hydrologic maps of the area, review of federal and state databases for known hazardous waste generators or containment sites, and a site visit. If the Phase I assessment reveals the potential of a contaminated site, a Phase II environmental assessment may be conducted which generally will consist of on-site sampling, including the digging or boring of test holes for soil samples. If the Buyer elects, at its sole discretion, to conduct a Phase II environmental assessment, the feasibility study period will be extended for an additional thirty (30) days upon prior written notice to Seller unless otherwise agreed. BY EXECUTING THIS AGREEMENT, SELLER HEREBY AUTHORIZES BUYER A RIGHT OF ENTRY TO THE PROPERTY FOR THE PURPOSE OF CONDUCTING THIS FEASIBILITY STUDY INCLUDING A PHASE I, AND IF NECESSARY, A PHASE II ENVIRONMENTAL ASSESSMENT. SELLER WILL BE NOTIFIED IF A PHASE II ENVIRONMENTAL ASSESSMENT IS TO BE CONDUCTED. BUYER SHALL NOT BE RESPONSIBLE FOR AND SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM ANY LIABILITY ASSOCIATED WITH THE FINDINGS OF A PHASE I OR PHASE II ENVIRONMENTAL ASSESSMENT.

**5.3. Permits for Permitted Activities.** Seller authorizes Buyer, at Buyer's sole expense, to prepare, file and obtain all necessary local, state and federal permits required for Buyer to conduct its Permitted Activities. Seller agrees that an executed copy of this Agreement is as effective as the original. However, if requested by the Buyer, Seller agrees to execute such other and further documents as may be required by the governmental entities in question to evidence Seller's consent to the action which is proposed to be taken.

**5.4. Removal of Property.** Buyer agrees that if the contingency stated in Paragraph 4.2 is not met within the timeframe stated, the Buyer will remove any equipment installed on the Property as a part of the Permitted Activities and restore the surface of the Property to its prior grade and condition. The parties recognize that portions of the property are unimproved and currently contains various types of vegetation that the Buyer will not be required to replace.

**5.5. Indemnity.** Buyer shall, at all times, be solely responsible and liable for the acts or the failure to act of its personnel and contractors that occur or arise in any way out of the performance of the Permitted Activities by its personnel and contractors only and shall save and hold Seller harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of Buyer relating to the performance of the Permitted Activities. The Seller shall not be liable to the Buyer, its agents, employees, or contractors for damage to Buyer's equipment or any other

property on the Site belonging to the Buyer from any cause, except for any damage caused by the negligence or willful misconduct of the Seller or its employees or agents.

- 5.6. Liens.** Buyer shall pay, or cause to be paid, promptly when due, all costs of labor and materials and all claims, debts, and charges against Buyer or Buyer's employees, agents, contractors, or subcontractors which might become a lien against the Property, and Buyer shall not suffer or permit any lien or encumbrance of any kind to be filed against the Property regardless of whether the basis of such lien is a claim against Buyer or against an employee, agent, contractor, or subcontractor employed by Buyer. Buyer further warrants that any such lien asserted by contractors, subcontractors, employees, or agents, will be immediately satisfied by Buyer. Buyer will indemnify, defend, and hold Seller harmless against any liabilities, damages, claims, losses, costs, of expenses incurred as a result of any lien, threatened or filed, against the Property.
- 6. CONDITION OF TITLE.** Title to the property is to be free of all encumbrances or defects rendering title unmarketable except Permitted Exceptions as defined in Paragraph 8. Any other monetary encumbrance to be discharged by Sellers shall be paid from Seller's funds at the date of closing.
- 7. TITLE INSURANCE.** Buyer, at Seller's expense, shall apply for a preliminary commitment for a STANDARD form Buyer's policy of title insurance. Said policy of title insurance shall be provided to Buyer at closing. The preliminary commitment shall be delivered to Buyer as soon as practicable after Buyer and Seller have signed this Agreement. Said preliminary commitment, and title policy to be issued, shall contain no exceptions other than those provided for in such standard form and encumbrances or defects noted in Paragraph 8 herein. If title cannot be made so insurable prior to the closing date called for herein, this Agreement shall be terminated and the earnest money, if any, shall be refunded to Buyer unless Buyer elects to waive such defects or encumbrances.
- 8. PERMITTED EXCEPTIONS.** Buyer shall notify Seller of any objectionable matters in the title commitment or any supplemental report within fifteen (15) days after receipt of such commitment or supplement. Buyer may not object to the following: (a) rights of tenants existing as of closing; (b) real property taxes due after closing; (c) if consistent with Buyer's intended use of the property, easements and reservations of record including reserved oil, gas and/or mineral rights; (d) any other existing easements or encroachments not materially affecting the value of the Property or Buyer's intended use of the Property; (e) governmental building and land use regulations, codes and laws; and (f) printed general exceptions appearing in said policy form. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless (a) within ten (10) days of Buyer's notice of such objections, Seller agrees to remove all properly objectionable provisions, or (b) within fifteen (15) days after Buyer's notice of such objections, Buyer notifies Seller in writing that it waives any objections which Seller does not agree to remove. The provisions referenced in (a) through (e) above and those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

9. **CONVEYANCE.** Title shall be conveyed by Statutory Warranty Deed, free of encumbrances except those as noted in Paragraph 8.
10. **INCLUDED ITEMS.** This sale includes all right, title and interest of Seller to all buildings and fixtures on the Property together with any existing Leases.
11. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that, to the best of Seller's knowledge, each of the following is true as of the date hereof and shall be true as of closing: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement, (b) there is no pending or threatened litigation which would adversely affect Buyer's ownership of the Property after closing, (c) there are no contractual obligations of Seller to prevent Seller from performing its obligations under the Agreement, except as disclosed in the preliminary commitment for title insurance or as otherwise disclosed to Buyer in writing prior to closing; (d) Except for the present offer to purchase there is no pending or threatened condemnation, sale, or similar proceedings affecting the Property, and except as otherwise disclosed in the preliminary commitment for title insurance or otherwise disclosed to Buyer in writing prior to closing; and (e) Seller has paid (except to the extent prorated at closing) all property taxes attributable to the period prior to closing which, if not paid, could constitute a lien on or for which Buyer may be held liable after closing. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement and Buyer shall otherwise rely on its own pre-closing inspections and investigations.
12. **HAZARDOUS SUBSTANCES.** Seller represents and warrants to Buyer that, to the best of Seller's knowledge: (i) there are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner of quantity that presently violates any Environmental Law (as defined below); (ii) there are no active underground storage tanks located on the Property; and (iii) there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law on the Property. As used herein, the term "Hazardous Substances" shall mean any substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to: any substance, material, mixture or waste that is (a) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "oil," "pollutant", "contaminant" or similar designation under any provision of Washington, Federal or other applicable law; (b) classified as radioactive material; (c) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1317); (d) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. 6903); (e) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); (f) a "hazardous chemical substance or mixture" pursuant to the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (15 U.S.C. Section 2605); (g) a "hazardous air pollutant" listed pursuant to the Clean Air Act, 42 U.S.C. Section 7412; the term Hazardous Materials includes petroleum and

petroleum products. In the event that, prior to the Closing Date, any such Hazardous Substances or tanks are discovered on, in, under the Property or on property adjacent thereto such that they may affect the Property, Purchaser may elect to cancel and terminate the Purchase and Sale Agreement by written notice to Seller.

**13. SELLER'S DISCLOSURE STATEMENT.** Seller shall provide to Buyer a Seller's Disclosure Statement within 7 days of mutual execution of this Agreement.

**14. CLOSING COSTS AND PRO-RATIONS.** The cost of escrow shall be split equally between Buyer and Seller, except those fees that are expressly limited by federal regulation. Seller shall pay the excise tax at closing. Taxes for the current year, rents, interest, water and other utility charges, if any, shall be pro-rated as of the date of closing unless otherwise agreed. Recording costs shall be paid by Buyer except those recording fees incurred to release encumbrances against the property, which shall be paid by Seller.

**15. CLOSING OF SALE.** With the understanding that TIME IS OF THE ESSENCE; the desired date of closing shall be on or before October 15, 2021 unless extended in writing. Buyer and Seller shall deposit, when notified, without delay, in escrow with a closing agent licensed to do business in the State of Washington, all instruments and monies required to complete the transaction in accordance with this Agreement. Closing, for the purpose of this Agreement, is defined as the date that all documents are recorded and the sale proceeds are available for disbursement. If prior to closing, improvements on said property shall be destroyed or substantially damaged by fire, human action, or other casualty, this Agreement, at the option of Buyer, shall become void.

**16. CLOSING AGENT.** The closing agent shall be \_\_\_\_\_.

**17. POSSESSION.** Buyer shall be entitled to possession on closing.

**18. DEFAULT.** In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the seller as the sole and exclusive remedy available to the seller for such failure, provided that the total earnest money deposit to be forfeited does not exceed five percent of the purchase price. If the Agreement is rescinded without forfeiture of the earnest money then the earnest money shall be refunded subject to the payment of costs as provided herein. Failure of the Seller to provide insurable title at the scheduled time of closing shall give Buyer the option to rescind the Agreement or waive defects in the title and complete the purchase. In the event of rescission of Agreement, rescinding party shall pay cancellation fee for title report and closing agent's fee.

Buyer's Initials \_\_\_\_\_

Seller's Initials \_\_\_\_\_

**19. AGENCY DISCLOSURE:** At the signing of this Agreement, the Buyer warrants that it was not represented by an agent to which a commission is due as a result of this purchase.

**20. PROFESSIONAL ADVICE:** It may be advisable for either or both parties to obtain legal, tax or other professional advice in connection with this transaction. The parties accept sole

responsibility to seek such advice as they deem necessary. **SELLER RECOGNIZES THAT SNURE LAW OFFICE, PSC REPRESENTS THE BUYER.**

## **19. MISCELLANEOUS PROVISIONS.**

- 19.1 Complete Agreement.** The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement. This Agreement can be amended only by a writing signed by Buyer and Seller.
- 19.2 Survives Closing.** All statements, representations and warranties by either Buyer or Seller as stated herein shall survive closing.
- 19.3. Counterpart Signatures.** The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same Agreement.
- 19.5 Notices.** All notices, consents and/or approvals required by this Agreement shall be either (1) personally delivered; or (2) placed in the United States mail, properly addressed and with full first-class postage prepaid, certified mail with a return receipt. Said notices, consents and approvals shall be deemed received on the earlier of (1) the date actually received, or (2) forty-eight (48) hours after being mailed as aforesaid. Unless otherwise specified, any notice, consent and/or approval required or permitted in, or related to this Agreement must be in writing and signed by any one of Buyer or Seller (including either husband or wife). Said notices, consents and/or approvals shall be sent to the parties hereto at the following addresses, unless otherwise notified in writing:

To Seller:                    Nicholas L. and Sharon C. Larsen  
                                     P.O. Box 536  
                                     Ocean Park, WA 98640  
                                     Phone: \_\_\_\_\_  
                                     Email \_\_\_\_\_

To Buyer:                    Pacific County Fire Protection District No. 1  
                                     P.O. Box 890  
                                     Ocean Park, WA 98640,  
                                     (360) 665-4451  
                                     Email: [Jamie@pcf1.org](mailto:Jamie@pcf1.org)

- 19.6 Attorneys' Fees.** In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of this Agreement or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

- 19.8 Time of the Essence.** Time is of the essence in connection with each and every provision of this Agreement.
- 19.9 Choice of Law and Venue.** This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State of Washington. The venue of any suit shall be the county in which the Property is located.
- 19.10 Successors and Assignment.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. Buyer shall have no right to assign this Agreement or any of Buyer's rights, privileges, duties or obligations under this Agreement without the prior written consent of Seller, which may be granted or withheld in Seller's sole discretion.
- 19.11 Section Headings.** The headings of the sections of this Agreement are inserted solely for convenience of reference, and are not intended to govern, limit or aid in the construction of any term or provision hereof.
- 19.12 Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be made against either party except on the basis of a written instrument executed by or on behalf of such party. A receipt by Seller of any payment due hereunder, with knowledge of any breach of this Agreement, shall not be deemed a waiver of such breach. The party for whose benefit a condition is herein inserted shall have the unilateral right to waive such condition.
- 19.13 Further Actions.** Buyer and Seller agree to execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.
- 19.14 Premises Dimensions.** Unless otherwise expressly specified herein, square footage, dimensions, and/or boundaries used in marketing the Premises are understood to be approximations and are not intended to be relied upon to determine the fitness or value of the Premises.
- 19.15 Time.** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. of the next business day. Any specified period of seven (7) days or less shall include business days only.
- 19.16 Not Recordable.** This Agreement shall not under any circumstances be recorded except by the consent in writing of both parties and shall not be a lien against the Premises. Any recording or attempted recording hereof shall be null and void and of no force or effect. Any such recording shall be disregarded by any title insurer and a party who attempts to or does record this Agreement shall indemnify and hold

harmless any title company for insuring title around such recording or attempted recording.

**21. BUYER'S OFFER.** Buyer offers to buy the Property on the above terms and conditions. Seller shall have **seven (7) calendar days** to accept this offer by delivering a signed copy hereof to Buyer.

Dated: \_\_\_\_\_, 2021.

**Pacific County Fire Protection District No. 1**

By: \_\_\_\_\_

Name:

**22. SELLER'S ACCEPTANCE.** Seller agrees to sell the property on the terms and conditions herein.

\_\_\_\_\_

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

\_\_\_\_\_

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