

**CITY OF BUCKLEY, WASHINGTON
RESOLUTION NO. 14-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, APPROVING A PURCHASE AGREEMENT FOR THE SALE OF TWO PARCELS OF SEWER UTILITY REAL PROPERTY LOCATED AT 600 (NEW TRACT E) AND 610 (NEW TRACT D) ROSEWOOD DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS.

WHEREAS, the City of Buckley owns two parcels of property located at 600 (New Tract E) and 610 (New Tract D) Rosewood Drive, legally described in Exhibit A, attached hereto and incorporated by this reference as if set forth in full; and

WHEREAS, the properties were purchased with funds from the City's sewer utility and it is not anticipated that the properties will be necessary for any sewer utility operations or development; and

WHEREAS, the City has hired a real estate broker to sell the properties and the City currently has an offer on the properties; and

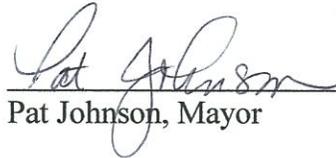
WHEREAS, on January 14, 2014 the City Council determined that after several months of listing and advertisement, the offer being made was the highest offered for the property and therefore deemed it as full market value; and

WHEREAS, the City Council desires to accept this offer for purchase of the property for a price of \$155,000 and has incorporated terms and conditions of the sale into a Purchase and Sale Agreement, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF BUCKLEY HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Buckley hereby accepts the offer for purchase of the surplus properties located at 600 (New Tract E) and 610 (New Tract D) Rosewood Drive and approves the purchase and sale agreement attached as Exhibit B and authorizes the Mayor to execute the agreement and complete the sale.

Introduced, passed and approved this 28th day of January 28, 2014.



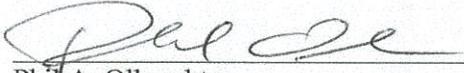
Pat Johnson, Mayor

ATTEST:



Joanne Starr, City Clerk

APPROVED AS TO FORM:



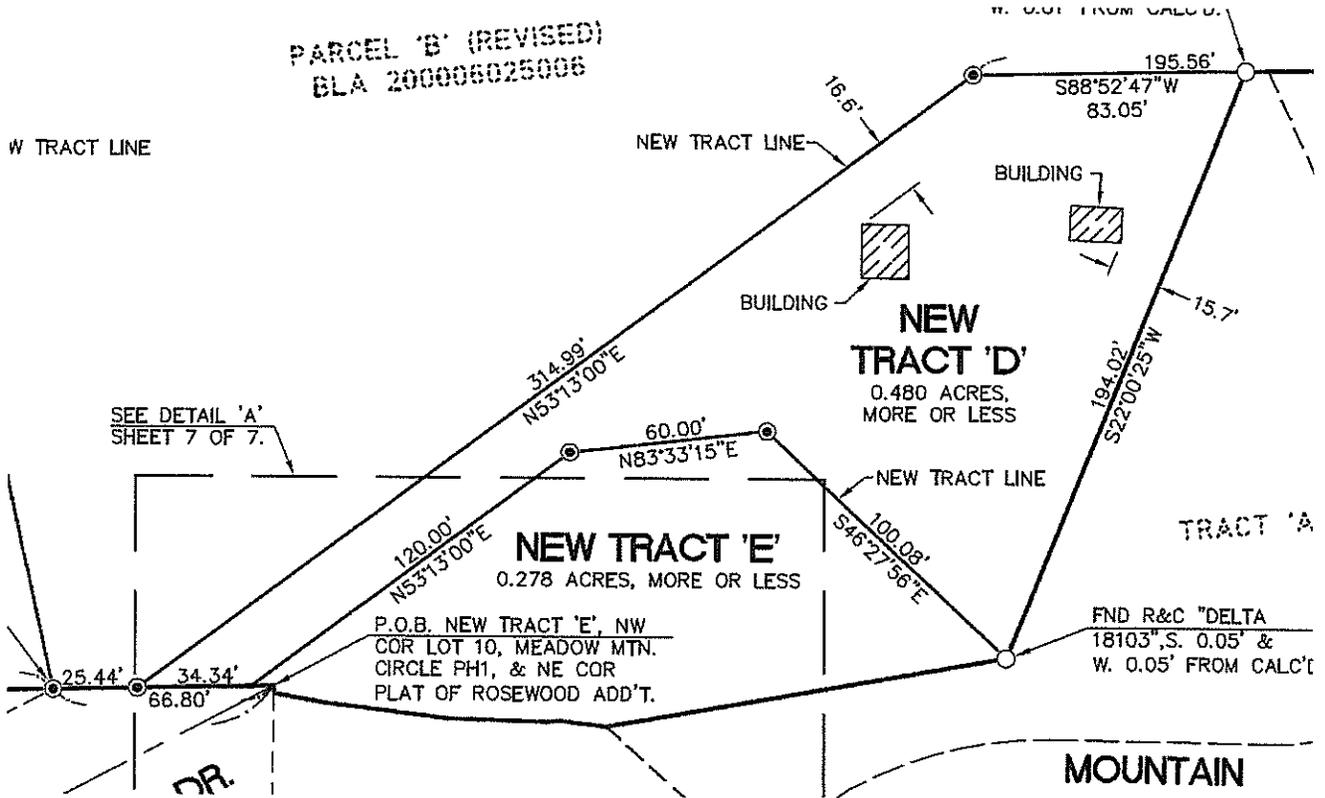
Phil A. Olbrechts

City Attorney

POSTED: January 30, 2013

EXHIBIT A

PARCEL IDENTIFICATION



LEGAL DESCRIPTIONS:

NEW LEGAL DESCRIPTION TRACT 'D'

THAT PORTION OF PARCEL 'B' (REVISED) OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 200006025006, PIERCE COUNTY, WASHINGTON, LYING WITHIN GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 19 NORTH, RANGE 6 EAST, W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10, MEADOW MOUNTAIN CIRCLE PHASE 1, ACCORDING TO PLAT RECORDED UNDER RECORDING NO. 9904305004, IN PIERCE COUNTY, WASHINGTON, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ROSEWOOD ADDITION, ACCORDING TO PLAT RECORDED UNDER VOLUME 489, PAGE 405, PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 88°50'07" WEST ALONG THE COMMON LINE BETWEEN SAID PARCEL 'B' (REVISED) AND SAID PLAT OF ROSEWOOD ADDITION, 7.02 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 88°50'07" WEST, ALONG SAID COMMON LINE, 34.34 FEET;
THENCE NORTH 53°13'00" EAST, 314.89 FEET;
THENCE NORTH 88°52'47" EAST, 83.05 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID PARCEL 'B' (REVISED), SAID POINT ALSO BEING ON THE NORTH LINE OF SAID PLAT OF MEADOW MOUNTAIN CIRCLE PHASE 1;
THENCE SOUTH 32°00'25" WEST, ALONG THE COMMON LINE BETWEEN SAID PARCEL 'B' (REVISED) AND SAID PLAT OF MEADOW MOUNTAIN CIRCLE PHASE 1, 194.02 FEET;
THENCE NORTH 46°27'56" WEST, 100.00 FEET;
THENCE SOUTH 83°33'15" WEST, 60.00 FEET;
THENCE SOUTH 53°13'00" WEST, 120.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF BUCKLEY, COUNTY OF PIERCE, STATE OF WASHINGTON.

CONTAINS: 0.480 ACRES, MORE OR LESS.

NEW LEGAL DESCRIPTION TRACT 'E'

THAT PORTION OF PARCEL 'B' (REVISED) OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 200006025006, PIERCE COUNTY, WASHINGTON, LYING WITHIN GOVERNMENT LOT 3, SECTION 3, TOWNSHIP 19 NORTH, RANGE 6 EAST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 10, MEADOW MOUNTAIN CIRCLE PHASE 1, ACCORDING TO PLAT RECORDED UNDER RECORDING NO. 9904305004, IN PIERCE COUNTY, WASHINGTON, SAID POINT ALSO BEING THE NORTHEAST CORNER OF ROSEWOOD ADDITION, ACCORDING TO PLAT RECORDED UNDER VOLUME 489, PAGE 405, PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 88°50'07" WEST ALONG THE COMMON LINE BETWEEN SAID PARCEL 'B' (REVISED) AND SAID PLAT OF ROSEWOOD ADDITION, 7.02 FEET;
THENCE NORTH 53°13'00" EAST, 120.00 FEET;
THENCE NORTH 83°33'15" EAST, 60.00 FEET;
THENCE SOUTH 46°27'56" WEST, 100.00 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID PARCEL 'B' (REVISED), SAID POINT ALSO BEING ON THE NORTH LINE OF SAID PLAT OF MEADOW MOUNTAIN CIRCLE PHASE 1;
THENCE SOUTH 79°55'29" WEST, ALONG THE COMMON LINE BETWEEN SAID PARCEL 'B' (REVISED) AND SAID PLAT OF MEADOW MOUNTAIN CIRCLE PHASE 1, 122.84 FEET TO AN ANGLE POINT ON THE COMMON LINE BETWEEN PARCEL 'B' (REVISED) AND PARCEL 'A' (REVISED) OF THE SAID BOUNDARY LINE ADJUSTMENT;
THENCE ALONG THE COMMON LINE BETWEEN SAID PARCEL 'B' (REVISED) AND PARCEL 'A' (REVISED) THE FOLLOWING FIVE (5) COURSES:
NORTH 83°05'01" WEST, 13.91 FEET; SOUTH 84°28'50" WEST, 4.57 FEET; NORTH 87°57'48" WEST 30.00 FEET; NORTH 83°08'49" WEST, 36.95 FEET; NORTH 79°36'20" WEST, 15.00 FEET TO THE COMMON LINE BETWEEN SAID PARCEL 'B' (REVISED) AND SAID PLAT OF ROSEWOOD ADDITION;
THENCE NORTH 00°50'33" EAST, 2.36 FEET ALONG SAID COMMON LINE TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF BUCKLEY, COUNTY OF PIERCE, STATE OF WASHINGTON.

CONTAINS: 0.278 ACRES, MORE OR LESS.

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

1. Date: November 19th 2013 MLS No.: 534624
2. Buyer: ETI, a limited liability company, and/or assigns
3. Seller: CITY OF BUCKLEY
4. Property: Tax Parcel No(s): 0100032010 (Pierce County)
Street Address: 600 Rosewood Dr Buckley Washington 98521
Legal Description: Attached as Exhibit A.
5. Included Items: stove/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert;
 wood stove; satellite dish and operating equipment; security system; attached television(s); attached speaker(s); other
6. Purchase Price: \$ 155,000 one hundred fifty five thousand dollars
7. Earnest Money: (To be held by Selling Firm; Closing Agent)
Personal Check: \$ 1000.00; Note: \$ _____; Other (_____): \$ _____
8. Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
9. Title Insurance Company: Old Republic KIM
10. Closing Agent: a qualified closing agent of Buyer's choice; Old Republic
11. Closing Date: 12/31/13 on or before Feb 5 2014
12. Possession Date: on Closing; Other _____
13. Offer Expiration Date: 1/20/14 1-22-14
14. Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 22K); Waived
15. Charges and Assessments Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing
16. Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
17. Addenda: 22K, 22D, 3A, 35E

[Signature] 11.19.13
Buyer's Signature Date
Kristina Edwards 11/19/13
Buyer's Signature Date
1022A ROCK AVE
Buyer's Address
Sumner WA 98590
City, State, Zip
253-951-0980
Phone No. Fax No.

[Signature] 1/15/14
Seller's Signature Date

Seller's Signature Date

Seller's Address
Buckley, WA
City, State, Zip
360-825-1921
Phone No. Fax No.

Buyer's E-mail Address
John L. Scott 9105
Selling Firm MLS Office No.
253-951-0986
Selling Firm's Assumed Name (if applicable)
Kristina Edwards 95229
Selling Broker (Print) MLS LAG No.
253-841-7000 253-841-0118
Phone No. Firm Fax No.
Kristina.edwards@johnlscott.com
Selling Broker's E-mail Address

Seller's E-mail Address
Dorson Real Estate 3058
Listing Firm MLS Office No.
Listing Firm's Assumed Name (if applicable)
Linda R Tinney 10108
Listing Broker (Print) MLS LAG No.
360-825-9090 360-825-1088
Phone No. Firm Fax No.
lrtinney@aol.com
Listing Broker's E-mail Address

OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT
Continued

7. **Leased Property.** Buyer acknowledges that Seller leases the following items of personal property: 45
 propane tank; security system; satellite dish and operating equipment; other _____ 46
Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any 47
further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. 48
8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 49
other association, then Seller shall provide Buyer a copy of the following documents (if available from the 50
Association) within _____ days (10 days if not filled in) of mutual acceptance: 51
a. Association rules and regulations, including, but not limited to architectural guidelines; 52
b. Association meeting minutes from the prior two (2) years; 53
c. Association Board of Directors meeting minutes from the prior six (6) months; and 54
d. Association financial statements from the prior two (2) years. 55
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not 56
filled in) of receipt of the above documents or the date that the above documents are due, then this 57
homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely 58
notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 59
9. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 60
excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 61
removal of the Excluded Item(s). Excluded Item(s): 62

_____ 63
_____ 64
10. **E-mail Transmission.** E-mail transmission of any signed original document, and retransmission of any 65
signed e-mail transmission, shall be the same as delivery of an original, provided that the document is sent to 66
both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses below. At 67
the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by 68
signing an original document. 69
KristinaEdward@johnscott.com rtinney@aol.com 70
Selling Broker E-mail Address Listing Broker E-mail Address
notred.duval@johnscott.com carolmnelson@vsn.com 71
Selling Firm Authorized E-mail Address Listing Firm Authorized E-mail Address
11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 72
additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as 73
follows: 74
a. Home warranty provider: _____ 75
b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together 76
with any included options, and Buyer shall pay any balance. 77
c. Options to be included: _____ 78
_____ (none, if not filled in). 79
d. Other: _____ 80
12. **Other.** _____ 81
_____ 82
_____ 83
_____ 84
- Initials: BUYER: [Signature] Date: 1-22-14 SELLER: [Signature] Date: 1/15/14
BUYER: [Signature] Date: 1-22-14 SELLER: _____ Date: _____

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated October 11, 2013 1
between CC & Kristina Edwards ("Buyer") 2
and City of Buckley ("Seller") 3
concerning 600 Rosewood Dr, Buckley, WA 98321 (the "Property"). 4

Feasibility Contingency. Buyer shall verify within 30 10 days (18 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Selling Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

Initials: BUYER: [Signature] Date: 10.11.13 SELLER: [Signature] Date: 1-20-14
BUYER: [Signature] Date: 10.11.13 SELLER: _____ Date: _____