

ORIGINAL

Lagoon Property Sale
(Surplus Utility property -
James B. McClure, et al)

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 446

A RESOLUTION, approving the sale of the remaining portion of surplus utility real property of the City known as the "lagoon property" and stating the terms and conditions of such sale.

WHEREAS, the City Council by Resolution No. 215A, adopted April 15, 1969, did declare real property of the waterworks utility of the City, including the system of sewerage as a part thereof, known as the "lagoon property" and as described therein, to be surplus property and did authorize and direct the Mayor to sell or otherwise dispose of such property; and

WHEREAS, the City Council by motion passed April 17, 1973, determined to reserve approximately 2.5 acres thereof as park property and to proceed with the sale or lease of the balance of said real property; and

WHEREAS, the City Council duly held a public hearing on April 6, 1976, pursuant to RCW 35.94.040 to consider the proposed sale of surplus utility property and determined it in the public welfare and for the best interests of the City of Redmond to sell such property and to state the terms and conditions of sale, and duly adopted Resolution No. 391 on April 6, 1976, to declare the market value of such property, to approve the terms and conditions of the sale thereof, and to accept two purchase offers obtained through negotiation; and

WHEREAS, the City completed the sale of a portion of the surplus utility property to Torkel Nilson and Constance Doreen Nilson, husband and wife, by real estate contract dated May 18, 1976, recorded under King County Receiving No. 7605270154, pursuant to Resolution No. 391, and the other purchase offeree, William C. Nelson, defaulted and forfeited earnest money of \$3,000.00; and

WHEREAS, the City subsequently received a purchase offer for the remaining portion of the surplus utility property offered for sale pursuant to a call for bids in the form of an Earnest Money Receipt and Agreement, dated August 31, 1977, by James B. McClure and Janet D. McClure, his wife, Gerald Schlatter and Joyce R. Schlatter, his wife, and Harry L. Cummings and Joyce C. Cummings, his wife, with a purchase price of \$284,359.00 for approximately 167,270 square feet, more or less, and on September 6, 1977, the City Council by motion accepted said purchase offer bid; and

WHEREAS, the Director of Public Works had previously obtained an appraisal of the subject property by a qualified appraiser which has determined the fair market value to be \$1.40 per square foot, and the foregoing purchase offer is in excess of such appraised price; Now, Therefore,

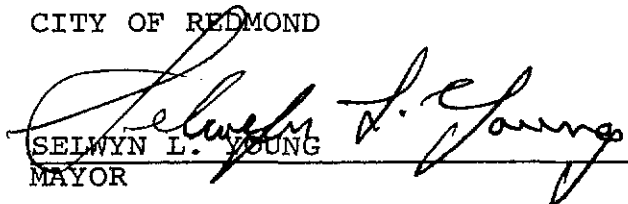
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

1. Market value declared. The market value of the remaining portion of the surplus utility real property, known as the "lagoon property," and as described in Resolution No. 215A, is hereby declared to be \$1.40 per square foot.

2. Purchase offers accepted - Terms of sale. The purchase offer referred to above by James B. McClure and Janet D. McClure, his wife, Gerald R. Schlatter and Joyce R. Schlatter, his wife, and Harry L. Cummings and Joyce C. Cummings, his wife, for the purchase of the remaining portion of the surplus utility property described as Lot 2 of the Short Subdivision of Redmond Business Center, file No. SS-77-12, in the City of Redmond, King County, Washington, is hereby accepted and approved and the Mayor is authorized and empowered to execute the necessary instruments on behalf of the City of Redmond. The terms of sale are as stated in said Earnest Money Receipt and Agreement, a copy of which is attached hereto and incorporated herein by reference, provided, that the Mayor is empowered to negotiate and agree upon minor modifications which do not affect the sale price or the terms of payment.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 20th day of September, 1977.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


PAUL F. KUSAKABE
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

EARNEST MONEY RECEIPT AND AGREEMENT

(Non-residential Form)

Redmond, Washington, August 31, 19 77

RECEIVED FROM JAMES B. McCLURE and JANET D. McCLURE, his wife, GERALD R. SCHLATTER and JOYCE R. SCHLATTER, his wife, and HARRY L. CUMMINGS and JOYCE C. CUMMINGS, his wife,
Ten Thousand and No/100 DOLLARS (\$ 10,000.00)

in the form of check for \$ 10,000.00 Cash for \$ _____ Note for \$ _____ due _____, paid or delivered to agent as earnest money
in part payment of the purchase price of the following described real estate in the City of Redmond County of King, Washington, commonly known as

(The parties hereto hereby authorize agent to insert over their signatures the correct legal description of the above designated property if unavailable at time of signing, or to correct the legal description entered if erroneous or incomplete.)

Lot 2 of Short Subdivision of Redmond Business Center: File No. SS-77-12, located in Section 11, Township 25 North, Range 5 E., W.M., located at the intersection of Redmond Way and 159th Place N.E., Redmond, Washington.

TOTAL PURCHASE PRICE IS TWO HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED FIFTY NINE AND NO/100THS--
(\$ 284,359.00), payable as follows:

All cash at the time of closing, including earnest money.

1. Title of seller is to be free of encumbrances, or defects, except

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall not be deemed encumbrances or defects. Encumbrances to be discharged by seller may be paid out of purchase money at date of closing

2. Seller agrees to furnish and deliver to office of closing agent as soon as procurable a standard form purchaser's policy of title insurance or report preliminary thereto issued by Security Title Insurance Company of Washington, and seller authorizes agent to apply at once for such title insurance. The title policy to be issued shall contain no exceptions other than those provided for in said standard form plus encumbrances or defects noted in paragraph 1 above. Delivery of such policy or title report to closing agent named herein shall constitute delivery to purchaser. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth in Paragraph 8 hereof, earnest money shall be refunded and all rights of purchase terminated; Provided that purchaser may waive defects and elect to purchase. If title is so insurable and purchaser fails or refuses to complete purchase, the earnest money shall be forfeited as liquidated damages unless seller elects to enforce this agreement. The agent shall not be responsible for delivery of title.

3. If financing is required purchaser agrees to make immediate application therefor, sign necessary papers, pay required costs, and exert best efforts to procure such financing

4. (a) If this agreement is for conveyance of fee title, title shall be conveyed by _____ Warranty deed free of encumbrances or defects except those noted in Paragraph 1.

(b) If this agreement is for sale on real estate contract seller and purchaser agree to execute a Real Estate Contract for the balance of the purchase price on Real Estate Contract Form A-1964 currently distributed by title insurance companies. The terms of said form are herein incorporated by reference. Said contract shall provide that title be conveyed by Warranty Deed. If said property is subject to an existing contract or mortgage or deed of trust which seller is to continue to pay, seller agrees to pay said contract or mortgage or deed of trust in accordance with its terms, and upon default purchaser shall have right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due on the contract between seller and purchaser herein.

(c) If this agreement is for sale and transfer of vendee's interest under existing real estate contract, the transfer shall be by proper purchaser's assignment of contract and deed sufficient in form to convey after acquired title.

5. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of _____

6. Purchaser shall be entitled to possession on closing

7. Purchaser offers to purchase the property in its present condition, on the terms noted. This offer is made subject to approval of the seller by midnight of _____ In consideration of agent submitting this offer to seller, purchaser agrees with the agent not to withdraw this offer during said period, or until earlier rejection thereof by seller. Purchaser agrees that written notice of acceptance given to agent by seller shall be notice to purchaser. If seller does not accept this agreement within the time specified, the agent shall refund the earnest money upon demand within 30 days after acceptance of this

8. The sale shall be closed in the office of WARRANTY ESCROW COMPANY offer by seller and _____ within _____ days after title insurance policy or report preliminary thereto is delivered showing title insurable, as above provided, or after completion of financing, if financing is called for herein, whichever is later, but in any event not later than _____ days from date of this Agreement, which shall be the termination date. The purchaser and seller will, on demand, deposit in escrow with the closing agent, all instruments and monies necessary to complete the purchase in accordance with this agreement, the cost of escrow shall be paid one-half each by seller and purchaser.

9. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

Donald C. Wallace
Agent

James B. McClure Purchaser
Joyce R. Schlatter Purchaser (Wife)
Harry L. Cummings Purchaser
Joyce C. Cummings Purchaser (Wife)
A citizen or one who has in good faith declared his/her intention to become a citizen of the United States. Purchasers warrant they are of legal age.

Purchaser's Address _____

Phone _____

The undersigned seller on this 6th day of September, 19 77, hereby accepts and approves the above agreement and agrees to carry out all of the terms thereof and further agrees to pay a commission of _____ Dollars (\$ 12,000.00) to the above agent for services. In the event earnest money is forfeited, it shall be apportioned to seller and agent equally; provided the amount to agent does not exceed the agreed commission. I/we further acknowledge receipt of a true copy of this agreement, signed by both parties.

15670 N.E. 85 Street
Address
Redmond, WA 98052

Stephen D. Young Seller
CITY OF REDMOND Mayor
Seller (Wife)

A true copy of the foregoing agreement, signed by the seller, is hereby received on this _____ day of _____, 19 _____

Purchaser

Purchaser (Wife)