

**CITY OF GRANITE FALLS  
Granite Falls, Washington**

**RESOLUTION 2023-04**

**A RESOLUTION OF THE CITY OF GRANITE FALLS, WASHINGTON,  
APPROVING THE PURCHASE AND SALE AGREEMENT,  
AUTHORIZING THE DELIVERY OF FUNDS TO CLOSING, AND  
AUTHORIZING THE CITY MANAGER TO SIGN ALL CLOSING  
DOCUMENTS FOR THE CITY TO ACQUIRE THE PROPERTY**

**WHEREAS**, the City has entered into a Purchase and Sale Agreement with amendments to acquire 6.58 acres of vacant land property located southeast of Frank Mason Park near Ray Gray Road (copies of which are attached) and City Council approved the purchase on May 17, 2023; and

**WHEREAS**, the public interest would be served by the acquisition of this property; and

**WHEREAS**, the City Council has authority to authorize the City Manager to execute all necessary documents to complete the purchase and to deliver funds to escrow to close;

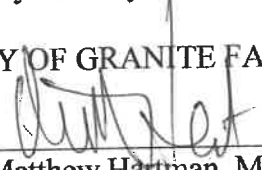
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF GRANITE FALLS, WASHINGTON AS FOLLOWS:**

1) The City Council approves the Purchase and Sale Agreement with amendments attached as Exhibit A and authorizes the City Manager to sign or ratifies his signature.

2) The City Council authorizes the City Manager to deliver the necessary funds to closing and sign all documents necessary for the City to close the purchase to acquire the property identified in Exhibit A under the terms of Exhibit A.

**PASSED** by the City Council and **APPROVED** by the Mayor this 7<sup>st</sup> day of June, 2023.

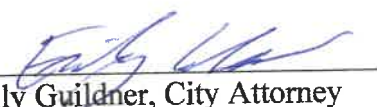
CITY OF GRANITE FALLS

By   
Matthew Hartman, Mayor

ATTEST:

APPROVED AS TO FORM:

By   
Darla Reese, City Clerk

By   
Emily Guildner, City Attorney

**Exhibit A**

**REAL ESTATE PURCHASE AND SALE CONTRACT**  
**(With Earnest Money Provision)**

DATE: May 5th, 2023

The undersigned Purchaser, CITY OF GRANITE FALLS, WASHINGTON agrees to buy, and the undersigned Seller, CHRIST'S COMMUNITY CHURCH - GRANITE FALLS, agrees to sell, on the following terms, the property legally described in

**EXHIBIT A:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(Purchaser and Seller authorize Closing Agent to insert, over their signatures, the legal description of the property and/or to correct the legal description entered.)

1. **PURCHASE PRICE:** The total purchase price is ONE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$100,000.00).

2. **EARNEST MONEY RECEIPT:** Within five (5) days of mutual acceptance of this agreement, Purchaser shall deposit the sum of ONE THOUSAND AND NO/100THS DOLLARS (\$1,000.00) in the trust account of Closing Agent as earnest money. For the purposes of this contract "mutual acceptance" means that all parties have signed this contract, and "the date of mutual acceptance" is the signature date of the last party to sign this agreement.

3. **METHOD OF PAYMENT:** All cash at time of closing. The earnest money deposit shall be credited against the purchase price.

4. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects. Rights reserved in federal patents or state deeds, building or use restrictions general to the area, platting and subdivision requirements, utility easements, other easements not inconsistent with Purchaser's intended use, and reserved oil and/or mineral rights shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing.

5. **UTILITIES:** Seller warrants that the property is connected to and/or receives the following utility services:

- (1)  Public water main; or  
 Private well;
- (2)  Public sewer main; or  
 Septic system;
- (3)  Electric utility;
- (4)  Garbage utility.
- (5)  NONE

**PAYMENT OF UNPAID UTILITY CHARGES:** Purchaser and Seller waive the services of the Closing Agent in disbursing closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. The Purchaser and Seller agree that utility charges which constitute unrecorded liens will be paid through the date of closing by the Seller outside of closing. The Purchaser and Seller further release the Closing Agent from any and all claims arising out of or relating to utility charges for which no lien has been recorded. The Closing Agent is expressly directed not to inquire as to the status of unrecorded liens for utility charges and is expressly directed not to collect or disburse any funds at closing or to make any reservations for the payment of unrecorded liens for utility charges.

6. **WAIVER OF DISCLOSURE UNDER RCW 64.06:** Purchaser has been advised of Purchaser's right under RCW 64.06 to receive a statutory form disclosure statement concerning the condition of vacant sale property, and the right to rescind this transaction after review of such disclosure and to receive a refund of Purchaser's earnest money deposit upon such rescission. Pursuant to RCW 64.06.010, Purchaser hereby expressly waives Purchaser's rights under RCW 64.06, including the right of rescission. Seller makes the following environmental disclosures concerning the subject property:

**ENVIRONMENTAL**

- Yes  No  Don't Know      \*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?
- Yes  No  Don't Know      \*B. Does any part of the property contain fill dirt, waste, or other fill material?
- Yes  No  Don't Know      \*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?
- Yes  No  Don't Know      D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? **BORDERS POND**
- Yes  No  Don't Know      \*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?
- Yes  No  Don't Know      \*F. Has the property been used for commercial or industrial purposes?
- Yes  No  Don't Know      \*G. Is there any soil or groundwater contamination?
- Yes  No  Don't Know      \*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?
- Yes  No  Don't Know      \*I. Has the property been used as a legal or illegal dumping site?
- Yes  No  Don't Know      \*J. Has the property been used as an illegal drug manufacturing site?
- Yes  No  Don't Know      \*K. Are there any radio towers in the area that cause interference with cellular telephone reception?

7. **TITLE INSURANCE:** Seller shall furnish to Purchaser an ALTA standard form policy of title insurance and, as soon as practical prior to closing, a preliminary commitment therefor issued by CHICAGO TITLE COMPANY, and Seller authorizes Closing Agent to apply as soon as practical for such title insurance. Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects noted in paragraph 4 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and all rights of Purchaser terminated; PROVIDED, however, that Purchaser may waive defects and elect to purchase.

8. **TITLE CONVEYANCE:** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 4 and subject to any liens or encumbrances created by Purchaser.

9. **PROPERTY INCLUDED:** The property is unimproved vacant land. There are no buildings or permanent fixtures are included in the sale.

10. **CLOSING OF SALE:** This sale shall be closed at the office of CHICAGO TITLE, Closing Agent, or at such licensed and bonded escrow company as Purchaser selects, within 30 days after delivery to Closing Agent of a preliminary commitment for title insurance showing title insurable as herein provided, whichever occurs later, but in no event shall closing be later than June 30, 2023, (hereinafter the "closing deadline"). Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement.

The date of closing shall be the date upon which all appropriate documents are recorded, and the proceeds of the sale are available for disbursement to Seller.

11. **CLOSING COSTS AND PRORATES:** Seller and Purchaser shall each pay one-half of escrow fee, if an escrow is used. Seller shall pay the owner's title insurance premium and real estate excise tax. Purchaser shall pay lender's title insurance premium and recording fees. Taxes for the current year, insurance acceptable to Purchaser, rents, water, and other utilities, if any, shall be prorated to date of closing.

If this sale has not closed by the closing deadline, this transaction shall automatically terminate, and this agreement shall be null, void and unenforceable, PROVIDED this agreement may be extended by mutual agreement.

12. **POSSESSION:** Purchaser shall be entitled to possession upon closing.

13. **RISK OF LOSS:** Should the improvements on the property be materially damaged by fire or other cause prior to date of closing, this agreement shall be voidable at the option of Purchaser.

14. **DEFAULT:** In the event of default by Purchaser, Seller shall have the election to retain the earnest money as liquidated damages, or to institute suit to enforce any rights Seller has. In the event that either Purchaser or Seller shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and a reasonable attorney's fee.

15. **NOTICE:** If notice is given pursuant to this agreement, it shall be given to the parties by personal service, or by certified mail, postage prepaid, return receipt requested at the following addresses:

Seller's name and address:

THE CHRISTIAN & MISSIONARY ALLIANCE CHURCH  
PO Box 1050  
Granite Falls, WA 98252

Telephone No. (360) 691-7511

Purchaser's name and address:

City of Granite Falls  
Attn: Brent Kirk  
PO Box 1440  
Granite Falls, WA 98252

Telephone No. 360 691-6441  
Brent.kirk@granitefallswa.gov

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the third day following the day such notice is mailed in accordance with this paragraph. Email addresses and telephone numbers are for contact purposes only and may not be used for notice.

16. **OFAC:** Purchaser and Seller represent and warrant each to the other that neither is a person or entity with whom the other is restricted from doing business under any current regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any current executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not engaged in any dealings or transaction or otherwise associated with such persons or entities.

17. **PATRIOT ACT COMPLIANCE:** The Patriot Act prohibits anyone from dealing with a Prohibited Person as that term is defined by the Act. Purchaser and Seller represent and warrant, each to the other, that neither Seller nor Purchaser is a "Prohibited Person" as that term is defined by the Act and agree to indemnify and defend each other from all costs, claims, damages and expenses, including attorneys' fees, incurred or suffered as a result of the inaccuracy or falsification of this mutual representation and warranty regarding the Patriot Act. This agreement to indemnify and defend shall survive closing or termination of this contract.

18. **CONTINGENCIES:** This purchase is contingent on the City Council of the City of Granite Falls approving this Agreement, authorizing the City Manager to sign, and passing a budget amendment to provide for the funds to make this purchase. The City Council shall take action prior to May 18, 2023.

19. **REAL ESTATE COMMISSION:** Purchaser is not represented by a real estate agent or broker. If any real estate commission is due payment shall be the sole responsibility of Seller. A Seller's commission obligation shall not increase the price of the property to Purchaser.

20. **ENTIRE AGREEMENT; TIME; BINDING AGREEMENT; ASSIGNMENT:** This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This agreement is binding on the parties, their personal representatives and heirs. Purchaser shall not assign this agreement without the prior written consent of Seller.

21. **NO MERGER:** The terms, representations, warranties and attorney's fee provisions of this Contract shall not merge in the deed or other conveyance instrument transferring the property to Purchaser at closing. The terms, representations, warranties and attorney's fee provisions of this Contract shall survive closing.

22. **FACSIMILE / ELECTRONIC TRANSMISSION:** Facsimile transmission or electronic (email) transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. At the request of either party, or the closing agent, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

23. **COUNTERPARTS:** This agreement or any other instrument for this transaction may be executed in identical counterparts with like effect as if all signatures appeared on a single copy.

24. **DEADLINE:** This agreement is void unless executed by both parties by 5:00 p.m. on May 11, 2023.

DATED this 5<sup>TH</sup> day of May, 2023.

CITY OF GRANITE FALLS

By:   
Brent Kirk, City Manager

DATED this 7<sup>TH</sup> day of May, 2023.

  
CHRIST COMMUNITY CHURCH, Seller

  
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CHRIST COMMUNITY CHURCH, Seller

EXHIBIT "A"  
Legal Description

For APN/Parcel ID(s): 300624-001-003-00

PARCEL A:

NORTH 20 RODS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE EAST 430 FEET THEREOF. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND UPON THE SOUTH 30 FEET OF THE EAST 430 FEET OF THE NORTH 20 RODS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL C:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS GRANTED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 8604080137 OVER AND UPON THE NORTH 30 FEET OF THE EAST 430 FEET LYING SOUTH OF THE NORTH 20 RODS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 30 NORTH, RANGE 6 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.