

**CITY OF MONROE**  
**Washington**  
**RESOLUTION NO. 2022-011**

**A RESOLUTION OF THE CITY OF MONROE, WASHINGTON  
AUTHORIZING EXECUTION OF A PURCHASE AND SALE  
AGREEMENT TO PURCHASE REAL PROPERTY.**

**WHEREAS**, the City of Monroe desires to purchase the real property identified by Snohomish County parcel number 280635-001-044-00, the “Property”, for the purposes of creating a conservation area and passive use park, and

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

**WHEREAS**, The City has secured funding for the purchase price of the Property through the Conservation Futures Program Advisory Board to assist with the purchase of the Property; and

**WHEREAS**, the City council has authority to authorize the Mayor 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 Monroe, Washington as follows:

1. The City Council approves the real estate purchase and sale contract in substantially the form contained in EXHIBIT A and authorizes the Mayor Pro-Tem to execute the contract, together with such minor revisions as the Mayor Pro-Tem deems necessary and appropriate.
2. The City Council authorizes the City 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 Pro-Tem of the City of Monroe this 28<sup>th</sup> day of June, 2022.

CITY OF MONROE

ATTEST:

  
Jodi Wycoff (Jun 11, 2022 09:03 PDT)

\_\_\_\_\_  
Jodi Wycoff, City Clerk

By   
Jason Gamble (Jul 9, 2022 00:38 PDT)  
\_\_\_\_\_  
Jason Gamble, Mayor Pro-Tem

APPROVED AS TO FORM:

  
Zach Lell (Jun 29, 2022 10:04 PDT)

\_\_\_\_\_  
Joseph Z. Lell, City Attorney

## EXHIBIT A

(Real Estate Purchase and Sale Contract)

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

DATE: MAY 11, 2022

The undersigned Purchaser, the CITY OF MONROE, a municipal corporation in the State of Washington, agrees to buy, and the undersigned Seller, VENTURE PACIFIC PARTNERS, INC., a Washington for profit corporation, agrees to sell, on the following terms, the property legally described as:

The North half of the Southwest quarter of the Northeast quarter and the North half of the North half of the South half of the Southwest quarter of the Northeast quarter of Section 35, Township 28 North, Range 06 East, W.M., records of Snohomish County, Washington;

Except that portion lying northerly and westerly of following described line:

Commencing at the Southwest corner of the North half of the North half of said South half; Thence South 88°24'03" East along the South line thereof, 45.73 feet to the true point of beginning of this line;  
Thence North 00°59'09" West, 170.37 feet;  
Thence South 89°01'05" East, 136.96 feet;  
Thence North 85°25'57" East, 427.36 feet;  
Thence South 89°30'57" East, 107.28 feet;  
Thence North 83°26'56" East, 622.86 feet to the east line of the North half of the Southwest quarter of the Northeast quarter and the terminus of said line;

Together with an easement for road as reserved in statutory warranty deed under Recording Number 1946249.

Snohomish County assessor's parcel number 280635-001-044-00.  
All of the above referred to herein as the "Property".

(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 NINETY-FIVE THOUSAND AND NO/100THS DOLLARS (\$195,000.00).

2. **EARNEST MONEY RECEIPT:** Upon mutual acceptance of this Contract, Purchaser shall deposit the sum of THREE THOUSAND AND NO/100THS DOLLARS (\$3,000) 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 Contract.

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 conveyed free of all encumbrances or defects, except those acceptable to Purchaser. 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 unless Purchaser objects in writing thereto. Purchaser shall inform Seller of any objections it has to the listed exceptions to insurable title identified in the title report furnished pursuant to paragraph 8 within thirty (30) days of Purchaser's receipt of the report, and Seller shall thereupon have the option of curing any stated objection. If Seller declines to cure any exception objected to by Purchaser, this Contract shall at Purchaser's option terminate, and Purchaser, as its sole and exclusive remedy, shall be refunded the Earnest Money Deposit, unless Purchaser agrees within 15 days to withdraw its objection to the exception. All exceptions not objected to, or for which Purchaser waives its objection, shall be referred to as "Permitted Exceptions". Seller's conveyance of title by the Statutory Warranty Deed pursuant to paragraph 9 shall be subject to the Permitted Exceptions. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing.

5. **UTILITIES:** Purchaser acknowledges that the property is not connected to utility services.

6. **DISCLOSURE OF PROXIMITY TO FARM:** This notice is to inform you that the real property you are considering for purchase may be located in close proximity to a farm. The operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington right to farm act.

7. **DISCLOSURE UNDER RCW 64.06:** Pursuant to RCW 64.06.020, Seller shall provide Purchaser with a Real Property Transfer Disclosure Statement concerning the subject property within three (3) days after mutual acceptance of this Contract. Purchaser shall have five (5) business days after receipt of said disclosure statement to accept or reject the property based upon the disclosures made by Seller. If Purchaser rejects the property, Purchaser shall give written notice to Seller of the termination of this transaction, in which event this Contract shall be null, void and unenforceable, and the earnest money deposit shall promptly be refunded to Purchaser.

8. **TITLE INSURANCE:** No later than five (5) days after the date of mutual acceptance, Seller shall at Seller's sole expense 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 FIRST AMERICAN TITLE INSURANCE COMPANY, and Seller authorizes Closing Agent to apply as soon as practical for such title insurance. Without



limitation of the foregoing, Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than the Permitted Exceptions. 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. The cost of obtaining any extended coverage title insurance desired by Purchaser, including without limitation the cost of any survey update or new survey required to obtain such extended title insurance coverage, shall be paid by Purchaser; provided, that Seller shall provide the title company's standard affidavit/indemnity in connection with any such extended coverage title insurance.

9. **TITLE CONVEYANCE:** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the Permitted Exceptions, and subject to any liens or encumbrances created by Purchaser.

10. **CLOSING OF SALE:** This sale shall be closed at FIRST AMERICAN TITLE INSURANCE COMPANY, Closing Agent, or at such licensed and bonded escrow company as Purchaser selects, within thirty (30) days following the expiration of the contingency period specified in paragraph 20, including any extensions thereof,, but in no event shall closing be later than August 30, 2022, (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 Contract, required by law or local custom, and/or reasonably requested by Closing Agent. 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 and recording costs. Seller shall pay the owner's title insurance premium and real estate excise tax. Seller shall pay 2022 full year real estate taxes at or prior to closing, and Seller shall be entitled to any tax refund due to the sale property becoming tax exempt upon closing. Insurance acceptable to Purchaser, rents, water, and other utilities shall be prorated to date of closing. Any special assessments, assessments for utilities or other assessments upon the property shall be paid by Seller at closing.

12. **FIRPTA - TAX WITHHOLDING AT CLOSING:** Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

13. **POSSESSION:** Purchaser shall be entitled to possession on the date of closing.



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

15. **DEFAULT:** In the event of default by Purchaser, Seller shall have as its sole remedy the right to retain the earnest money as liquidated damages. In the event of any default by Seller, Purchaser shall be entitled to immediately cancel this Contract, in which case the earnest money shall be refunded to Purchaser; provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property. Without limitation of the foregoing, Purchaser shall in its sole discretion be entitled to specifically enforce this Contract. In the event that either Purchaser or Seller shall institute suit to enforce any rights hereunder, the substantially prevailing party shall be entitled to court costs and a reasonable attorney's fee.

16. **NOTICE:** If notice is given pursuant to this Contract, 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:

Venture Pacific Partners, INC.  
17661 E Chevelon Canyon Circle  
Rio Verde, AZ 85263

Email: cwb.cjb@gmail.com

Telephone No. (907) 602-7922 / (206) 948-2758

Purchaser's name and address:

City of Monroe  
Attn: Megan Darrow  
806 W Main St,  
Monroe, WA 98272

Email: mdarrow@monroewa.gov

Telephone No. (425)760-0289

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.

17. **OFAC:** Purchaser represents and warrants to Seller that Purchaser is not and shall not become a person or entity with whom Seller is restricted from doing business under any current or future 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 or future statute, 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 and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

18. **ENTIRE AGREEMENT; TIME; BINDING AGREEMENT; ASSIGNMENT:** This Contract, with the attachments, if any, 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 Contract. Time is of the essence in this Contract. 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 Contract is binding on the parties, their personal representatives and heirs. Purchaser shall not assign this Contract without the prior written consent of Seller.

19. **HAZARDOUS SUBSTANCES:** Seller represents and warrants that Seller has not received notification of any kind from any agency suggesting that the Property is or may be targeted for cleanup of any hazardous, dangerous or toxic substances or that the Property is otherwise contaminated with any hazardous, toxic or dangerous waste or substance. Seller further represents and warrants that, to the best of Seller's knowledge, there are no underground or above ground storage tanks on the Property, and neither the Property nor any portion thereof is or has been used as a landfill, waste storage or disposal site, nor have any chemicals, petroleum or oil products, or hazardous, toxic or dangerous wastes or substances been stored, disposed of or released on or under the Property or any adjacent property.

For purposes of this paragraph, hazardous substances includes any and all oil, or petrochemical products, PCB's, pesticides, asbestos, urea formaldehyde, flammable explosives, radioactive materials, medical waste, hazardous wastes, toxic substances or related materials, including, without limitation, any substance now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local law or regulations.

20. **CONTINGENCIES:**

- a. **Feasibility and Inspection:** This transaction is contingent upon Purchaser's inspection and review of the Property at Purchaser's sole cost to determine that the Property is satisfactory to Purchaser and meets Purchaser's needs for its intended use, in



Purchaser's sole subjective discretion. Seller shall give Purchaser and its agents necessary and reasonable access to the entire property and the improvements during the contingency period in order for Purchaser and their agents to perform inspections. Purchaser shall restore the property to its prior condition after conducting such inspections. Purchaser is authorized to conduct environmental studies during the feasibility period. Purchaser's inspection may include, but shall not be limited to, geotechnical analysis including borings for soil samples, archaeological/cultural resources testing, survey, Level I and/or Level II environmental assessments. Purchaser shall be permitted to bring such equipment onto the property and disturb the surface and soils as may be required for these investigations.

- i. Purchaser Indemnification: Purchaser shall defend, indemnify and hold Seller harmless from all claims, liabilities or causes of action (collectively "Claims") relating to the pre-closing activities of Purchaser or Purchaser's agents upon the subject property, except to the extent that such Claim(s) arise from the negligence or wrongful acts or omissions of Seller. Purchaser shall allow no liens to attach to the Property as a result of Purchaser's pre-closing activities. In the event Purchaser violates any provision of this paragraph 20(a), Purchaser shall reimburse Seller for all expenses incurred in settling any lien, claim or cause of action, including Seller's attorney's fees and costs. This provision shall survive termination of this Contract.
  
- b. Document Review: This transaction is contingent upon Purchaser's review of the documents pertaining to the Property to determine that the Property is satisfactory to Purchaser and meets Purchaser's needs for its intended use, in Purchaser's sole subjective discretion. No later than five (5) days after the date of mutual acceptance, Seller shall provide Purchaser with copies of any of the following documents, should they exist and be in Seller's possession, that relate directly to the property:
  - (1) As-built surveys;
  - (2) Construction documents, including any architectural, mechanical, electrical, plumbing, and civil drawings;
    - (A) Soils or other engineering reports;
    - (B) Environmental studies;
    - (C) Contracts, specifically including without limitation leases, licenses, rights of entry, and easements;
    - (D) Regulatory permits, licenses and approvals; and
    - (E) Other reports, studies and/or other documents that Purchaser may reasonably request in writing.

The parties mutually acknowledge that the above-referenced documents are public records upon Purchaser's receipt thereof and may be disclosed to third parties.



- c. Funding: This transaction is contingent upon Purchaser obtaining funding of at least \$195,000 from a Snohomish County Conservation Futures Funds grant. Purchaser shall have until the date of closing to secure such funding, and if such funding cannot be secured or is withdrawn for any reason, this Contract shall at Purchaser's option terminate, and the earnest money shall be refunded to Purchaser. Conservation Futures Funds grants require imposition of a conservation easement upon the Property. This contingency shall be deemed to have failed if Purchaser cannot come to an agreement with Snohomish County concerning the terms of the conservation easement that are satisfactory to Purchaser in Purchaser's sole subjective discretion.
- d. Easement Access: This transaction is contingent upon Purchaser's determination that the existing easement granted in Statutory Warranty Deed under Snohomish County Auditor's file number 1946249 will be sufficient for Purchaser's intended use of the Property. This contingency shall be deemed to be failed if access to the Property cannot be perfected in Purchaser's sole discretion.
- e. Condition of Title: This transaction is contingent upon the condition of title to the Property being acceptable to Purchaser, in Purchaser's sole subjective discretion, pursuant to paragraph 4.
- f. City Council Authorization: This transaction is contingent upon formal authorization by the Monroe City Council.
- g. Contingency Period: Except as otherwise provided by this Contract, the contingency period for the contingencies set forth in this paragraph 20 shall be sixty (60) days following the date of mutual acceptance.
- h. Contingency Failure: In the event of a contingency failure, Purchaser shall give written notice to Seller and Closing agent of such contingency failure on or before the last day of the contingency period, in which event this transaction shall at Purchaser's option terminate and this Contract shall be null, void and unenforceable, except as otherwise provided by this Contract, and the earnest money deposit shall be refunded to Purchaser.
- i. Satisfaction or Waiver: Except as otherwise provided by this Contract, (1) Purchaser may waive the above contingencies at any time by written notice to Seller and Closing Agent, and (2) a contingency shall be deemed satisfied or waived if the Purchaser does not give written notice of the failure of the contingency on or before the last day of the contingency period.

21. **BROKERS AND FINDERS**: Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a

commission or finder's fee in connection with the sale contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee based upon any such Contract, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including reasonable attorney's fees) incurred by the other party in defending against the same. The provisions of this paragraph shall survive the closing, or, if closing does not occur pursuant to this Contract, the provisions of this paragraph shall survive any termination of this Contract.

22. **RESERVATION OF POLICE POWER:** Notwithstanding anything to the contrary set forth herein, Seller understands and acknowledges that the CITY OF MONROE's authority to exercise its police (regulatory) powers in accordance with applicable law shall not be deemed limited by the provisions of this Contract

23. **CITY COUNCIL APPROVAL:** The Seller acknowledges that this Contract does not bind the CITY OF MONROE until the City Council approves this Real Estate Purchase and Sale Contract and the Mayor executes the Contract.

24. **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.

25. **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.

26. **COUNTERPARTS:** This Contract 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.

27. **AUTHORITY TO EXECUTE:** Each party represents and warrants that this Contract is valid and binding and is duly authorized by appropriate corporate action. The parties signing below represent and warrant that they have the requisite authority to bind the entities and individuals on whose behalf they are signing.

28. **GOVERNING LAW AND VENUE:** This Contract shall be governed by and construed according to the laws of the State of Washington. Venue for any suit arising out of or related to this Contract shall be in Snohomish County, Washington.

29. **DEADLINE:** This Contract is void unless executed by both parties by 5:00 p.m. on May 31, 2022.



DATED this 28th day of June, 2022.

CITY OF MONROE, Purchaser

By   
Jason Gamble (Jul 9, 2022 00:38 PDT)  
\_\_\_\_\_  
Jason Gamble, Mayor Pro-Tem

DATED this 11 day of May, 2022.

VENTURE PACIFIC PARTNERS, INC., Seller

By   
\_\_\_\_\_  
Print: Charles W. Binford Jr.  
Title: President

# Resolution 2022-011 Real Estate Purchase and Sale Contract, Venture Pacific Property Site

Final Audit Report

2022-07-11

Created:	2022-06-29
By:	Jodi Wycoff (jwycoff@monroewa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjwFMu7TdwAUUs-V5AiX5O3onYUweyBOQ

## "Resolution 2022-011 Real Estate Purchase and Sale Contract, Venture Pacific Property Site" History

-  Document created by Jodi Wycoff (jwycoff@monroewa.gov)  
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-  Document emailed to Zach Lell (zlell@omwlaw.com) for signature  
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-  Email viewed by Zach Lell (zlell@omwlaw.com)  
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-  Document emailed to jgamble@monroewa.gov for signature  
2022-06-29 - 5:04:35 PM GMT
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-  New document URL requested by jgamble@monroewa.gov  
2022-07-07 - 7:41:56 AM GMT
-  Email viewed by jgamble@monroewa.gov  
2022-07-07 - 7:42:10 AM GMT
-  Document e-signed by Jason Gamble (jgamble@monroewa.gov)  
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-  Document emailed to Jodi Wycoff (jwycoff@monroewa.gov) for signature  
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 Document e-signed by Jodi Wycoff (jwycoff@monroewa.gov)

Signature Date: 2022-07-11 - 4:03:27 PM GMT - Time Source: server

 Agreement completed.

2022-07-11 - 4:03:27 PM GMT