

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made by and between the LOTT Clean Water Alliance (“LOTT”) and the City of Tumwater (“City”), this 7th day of December, 2021. LOTT and the City are collectively referred to as the “Parties”.

For and in consideration of Two hundred thousand dollars (\$200,000.00) total, LOTT agrees to sell to the City real property located at 6541 Henderson Blvd. SE, Olympia, Washington, County of Thurston, tax parcel number 12701230202 (“Property”). LOTT’s property is described in Exhibit A hereto, which is incorporated by reference herein.

I. Purpose.

The purpose of this Agreement is to allow LOTT to transfer to the City surplus public property. This property is being transferred pursuant to RCW 39.33.015 for purpose of contributing to the supply of affordable housing which has a significant benefit to the general public. Please see Interlocal Agreement for Special Disposition of Public Property for Affordable Housing attached as Exhibit B. Upon receipt of the property, the City then intends to transfer the property at no cost to a nonprofit organization to own and manage for affordable housing.

II. Property.

LOTT agrees to convey the property by legal recordation of Statutory Warranty Deed prepared by Thurston County Title.

III. Purchase Price.

LOTT agrees to transfer the property for a purchase price of two hundred thousand dollars (\$200,000.00) to compensate for the cost incurred when LOTT acquired the property. The entire amount of purchase price will be paid at closing.

IV. Agreement to Buy Back Property.

The City agrees that if the property is no longer used for affordable housing, LOTT will receive an option to repurchase the property for the original purchase price, which is described in Section III of this Agreement, plus the actual costs of any documented improvements to the real property.

V. Conditions of Approval.

A. Parties may not enter into this Agreement without approval of their respective governing bodies. This Agreement is not effective until executed by both parties.

B. Parties agree that the Property may only be used for purposes of affordable housing and this restriction will be added to the deed.

VI. Closing.

A. Parties agree that closing will take place on or before March 1, 2022, unless the Parties mutually agree in writing to a later closing date.

B. Escrow Company will be Thurston County Title, Olympia, Washington.

VII. General Provisions.

A. LOTT agrees that City employees and authorized agents shall have at all reasonable times the right to enter upon the Property for any purpose related to purchasing the property, including inspection of the Property, survey, and other due diligence work related to real property acquisition.

B. Either party may terminate this Agreement at any time providing written notice to the other party.

VIII. Disputes Under this Agreement.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both Parties. If the Parties do not reach such resolution within a period of 60 days from the date the dispute first arose, then, upon written notice by one Party to the other, all disputes, claims, questions, or differences shall be referred to non-binding mediation.

The Parties shall mutually agree to the venue for any mediation or other alternative dispute resolution that arises out of this Agreement. The Parties shall share the cost of the mediator equally and each Party shall pay its own costs associated with mediation. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and the Parties agree that in any litigation, jurisdiction and venue shall be in the Superior Court in and for the County of Thurston. In cases that require federal jurisdiction, the Parties agree that the appropriate venue is the U.S. District Court for the Western District of Washington.

GRANTOR:

LOTT CLEAN WATER ALLIANCE

By: _____
Michael D. Strub, Executive Director

EXHIBIT A

Legal Description

Tax Parcel No. 12701230202; 6541 Henderson Blvd SE, Olympia, WA 98501

PARCEL 3 OF SHORT SUBDIVISION NO. SS-2312, AS RECORDED JUNE 16, 1989 UNDER AUDITOR'S FILE NO. 8906160013.

EXCEPT FOR A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE SOUTH 88°39'13" EAST, 87.24 FEET TO THE WEST MARGIN OF HENDERSON BOULEVARD; THENCE ALONG SAID WEST MARGIN, NORTH 16°15'47" EAST 19.91 FEET TO BEGINNING OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 746.20 FEET; THENCE CONTINUING NORTHERLY ALONG SAID WEST MARGIN, ALONG THE ARC OF SAID CURVE 13.50 FEET THROUGH A CENTRAL ANGLE OF 01°02'11"; THENCE DEPARTING SAID WEST MARGIN, NORTH 76°55'21" 75.72 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE 34.81 FEET, THROUGH A CENTRAL ANGLE OF 79°46'35" TO THE WEST LINE OF SAID SECTION 1; THENCE ALONG SAID WEST LINE, SOUTH 02°51'14" 72.81 FEET TO THE POINT OF BEGINNING.

IN THURSTON COUNTY, WASHINGTON.

EXHIBIT B

Interlocal Agreement for Special Disposition of Public Property for Affordable Housing

When recorded return to:

LOTT Clean Water Alliance
500 Adams Street NE
Olympia, WA 98501

**INTERLOCAL AGREEMENT
BETWEEN
LOTT CLEAN WATER ALLIANCE AND THE CITY OF TUMWATER
FOR
SPECIAL DISPOSITION OF PUBLIC PROPERTY FOR AFFORDABLE HOUSING**

This Agreement is made and entered into this 19th day of October 2021, by and between LOTT Clean Water Alliance, herein referred to as “LOTT” and the City of Tumwater, herein referred to as “the City”.

Whereas, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

Whereas, RCW 39.33.015 permits a public agency to transfer, lease or dispose of surplus public property for purposes of affordable housing to another public body on any mutually agreeable terms and conditions; and

Whereas, the parties agree to enter into this agreement for the transfer of public property for the purpose of affordable housing; and

Whereas, it is necessary for the parties to enter into an agreement to set forth the terms, conditions, and requirements for the transfer of such property.

NOW, THEREFORE, in consideration for the terms and conditions contained herein the parties agree as follows:

I. Purpose/Objective

The purpose of this Agreement is to allow LOTT to transfer to the City surplus public property located at 6541 Henderson Blvd. SE, Olympia, WA. The property is described in Exhibit A attached hereto. This property will be transferred pursuant to the provisions of RCW 39.33.015 for the purpose of contributing to the supply of affordable housing which has significant benefit to the general public.

II. Terms

1. Subject to holding of a public hearing pursuant to RCW 39.33.020, LOTT and the City agree to enter into a Purchase and Sale Agreement for the transfer of surplus public property located at 6541 Henderson Boulevard SE. The parties intend to enter into an agreement, which will allow closing of this transaction on or before March 1, 2022 unless parties mutually agree in writing to a later closing date.
2. The City agrees to pay LOTT a purchase price of \$200,000.00 for transfer of said property to compensate for the cost incurred when LOTT acquired the property.
3. The City agrees that this property will be used for the sole purpose of providing affordable housing as a public benefit under RCW 39.33.015.
4. The City agrees that if the property is no longer used for affordable housing, LOTT will receive an option to re-purchase the property for the price stated above plus the actual costs of any documented improvements to the real property.
5. LOTT shall indemnify, defend and hold the City harmless from any actions, suits, claims, damages or liability whatsoever, including reasonable attorney's fees, which may arise out of LOTT's actions involving the sole negligence of LOTT under this Agreement. Liability for all other claims not involving sole negligence of LOTT shall be shared in accordance with each party's respective proportionate share of total liability.
6. The City shall indemnify, defend and hold LOTT harmless from any actions, suits, claims, damages or liability whatsoever, including reasonable attorney's fees, which may arise out of the City's actions involving the sole negligence of the City under this Agreement. Liability for all other claims not involving sole negligence of the City shall be shared in accordance with each party's respective proportionate share of total liability.
7. This Agreement shall terminate upon closing of the property transfer contemplated herein. Either party may terminate the agreement at any time by providing written notice to the other party. Sections II(4), II(5) and II(6) shall survive termination of the Agreement.

III. Recording

Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

IV. Interpretation and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Thurston County.

V. Effective Date

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF TUMWATER

DocuSigned by:
Joan Cathey
61D271D6D4274A...

Joan Cathey
Mayor Pro Tem

Date: 11/3/2021

DocuSigned by:
karen kirkpatrick
9F0E9D38F34249E...

City Attorney

ATTEST

DocuSigned by:
Melody Valiant
E67ECE580BA04BB...

Melody Valiant
City Clerk

LOTT CLEAN WATER ALLIANCE

DocuSigned by:
Michael Strub
A82E6BEAA61040D...

Michael D. Strub
LOTT Executive Director

Date: 11/2/2021

DocuSigned by:
Jeff Myers
05E50FA71E1D48F...

General Counsel

ATTEST

DocuSigned by:
Maegen McAuliffe O'Leary
7CC25BB4007B4A2...

Maegen McAuliffe
LOTT Corporate Secretary

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IN THURSTON COUNTY, WASHINGTON.