

**PURCHASE AND SALE AGREEMENT BETWEEN
THE CITY OF TACOMA AND
TANIA ROSE POSA**

This AGREEMENT REGARDING THE PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is entered into as of April 17, 2024 between the CITY OF TACOMA, a first class municipal corporation ("Seller") and Tania Rose Posa ("Buyer").

RECITALS

1. Seller is the owner of certain real property more particularly described in Section 1 below which it desires to sell into private ownership.

2. Buyer desires to purchase said real property from Seller.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. Real Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the real property located in the City of Tacoma, County of Pierce, State of Washington, legally described in Exhibit A and depicted on Exhibit B, as both attached hereto and incorporated herein by this reference, together with all of Seller's rights, title and interest in the real property (collectively, the "Property").

2. Deposit. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to the Seller an earnest money deposit in U.S. Dollars in the amount of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), which shall be non-refundable (the "Deposit"). The Deposit will be held by the Seller for the benefit of the parties pursuant to the terms of this Agreement and shall be fully applied toward the Purchase Price.

3. Purchase Price. The total purchase price for the Property (the "Purchase Price") will be in U.S. Dollars in the amount of TWENTY-THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS AND EIGHTY-FOUR CENTS (\$20,384.84). The Purchase Price that will be paid to Seller is comprised as follows:

3A. In Lieu Sewer Assessment Amount. An In-lieu amount of \$1,384.84 is due for a sanitary sewer assessment per TMC 12.08B.230 for that portion of the Property that was unassessed, which is included in the total purchase price.

3B. Cash Due At Closing. Buyer shall remit to Seller the amount of FIFTEEN THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS AND EIGHTY-FOUR CENTS (\$15,384.84) at closing.

3C. Deposit Credit. Per Section 2 above, the Deposit held by Seller shall be fully applied to the Purchase Price at closing.

4. Title to Property.

4.1 Conveyance. At closing, Seller shall convey the Property to Buyer by a duly executed and acknowledged quit claim deed (the "Deed"), subject only to those encumbrances that Buyer approves pursuant to Section 4.2 below (the "Permitted Encumbrances").

4.2 Condition of Title. The Seller has ordered and paid for a subdivision guarantee from a title insurance company and has provided a copy to Buyer for review. Buyer has reviewed the subdivision guarantee and is aware of and acknowledges the items and issues shown on the subdivision guarantee and agrees to purchase the Property "as-is"/"where-is" and in its current condition. **Buyer has the option, at Buyer's sole expense, of purchasing a standard coverage owner's policy from a title insurance company.**

5. Buyer's Due Diligence.

5.1 Feasibility Study. If requested in writing by Buyer, Seller will issue a Right of Entry to Buyer, which will allow Buyer to begin early on-site feasibility studies ("Feasibility Study"). Buyer shall have **thirty (30) calendar days** after mutual acceptance of this Agreement (the "Feasibility Study Period") to conduct a review of the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer's intended use. The Feasibility Study may include all inspections and studies Buyer deems reasonably necessary or desirable. Buyer and Buyer's agents, representatives, consultants, architects and engineers will have the right, from time to time, from and after the date of this Agreement, to enter onto the Property and make borings, drive test piles and conduct any other reasonable tests and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for Buyer's intended use. Such tests and inspections are to be performed in a manner not disruptive to the operation and current use of the Property. Buyer shall protect, defend, indemnify, and hold Seller harmless from and against any construction liens or any other liens and encumbrances arising out of or in connection with its exercise of the Right of Entry and shall cause any such liens or encumbrances to be promptly released.

5.2 Non-Suitability. Buyer will have the right to terminate this Agreement if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this section, the Deposit, less any costs advanced or committed for Buyer, will be returned to Buyer and this Agreement will terminate and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement and except for Buyer's obligations to indemnify Seller under this Agreement. Failure by Buyer to notify Seller in writing of any matters affecting the suitability of the Property, whether or not an inspection has been carried out, shall be deemed a waiver of this contingency by Buyer.

5.3 Buyer's Indemnification. Buyer agrees to assume all liability for and to protect, defend, indemnify, and hold Seller harmless from and against any liability and expenses (including reasonable costs and attorneys' fees) arising out of or in connection with any claims, suits and causes of action brought against Seller, its agents or employees by any person or entity for any injuries or damages to persons or property arising out of the acts or omissions of Buyer, its agents or employees in exercising its rights under this

Agreement and the Right of Entry granted to Buyer in connection with its Feasibility Study, except for those claims or causes of action attributed to Seller's sole negligence.

6. Condition of the Property.

6.1 "As Is" "Where Is". Buyer acknowledges that the Property will be purchased under this Agreement in an "as is" "where is" condition. Seller shall surrender the Property at the time of closing in as good condition, except for normal wear and tear, as exists on the date of this Agreement. Seller agrees that it will not damage or commit waste on the Property between the date of acceptance of this Agreement and the date of closing.

6.2 Inspections. Buyer agrees that it will rely on its own inspections and evaluations of the Property, with the exception of any written documentation provided to it by Seller, to determine the suitability of the Property for Buyer's intended use.

7. Conditions Precedent to Closing. All of the following must be achieved/completed prior to closing on Buyer's purchase of the Property:

7.1 Seller's Conditions Precedent

7.1A City Council Approval. The transaction must be duly approved by the Tacoma City Council prior to closing. If Tacoma City Council approval is not obtained, this Agreement will terminate and the Deposit, less any costs advanced or committed for Buyer, will be returned immediately to Buyer and all documents will be returned to the party who deposited them and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement and except for Buyer's obligations to indemnify Seller under this Agreement. Nothing in this Section 7.1A will obligate the Seller to obtain Tacoma City Council approval beyond the ordinary course of City procedure.

7.1B Delivery by Seller.

(a) The Deed, duly executed and acknowledged by Seller, in recordable form, and ready for recordation at Closing together with a duly executed real estate excise tax affidavit;

(b) Tacoma City Council resolution authorizing execution of this transaction; and

(c) Any other documents, instruments, data, records, correspondence, or agreements called for hereunder which have not previously been delivered.

7.2 Buyer's Conditions Precedent

7.2A Feasibility. As set forth at Section 5.1 above, prior to closing, Buyer must have concluded its Feasibility Study and satisfied itself with respect to the condition of the Property and its suitability for Buyer's intended use.

7.2B Delivery by Buyer. Buyer will deposit the following with the Seller:

(a) Buyer shall deposit with the Seller any cash due at closing and any Closing Costs which are the responsibility of Buyer hereunder; and

(b) Any other documents, instruments, data, records, correspondence, or agreements called for hereunder which have not previously been delivered, or any other such documents requiring completion and execution by Buyer which may be required by Seller to effectuate closing (e.g., Real Estate Excise Tax Affidavit form).

7. Closing. This transaction will be closed by the Buyer and the Seller and will not require a separate escrow agent. The closing will be held on or before July 19, 2024 (the "Closing Date"). If closing does not occur on or before the Closing Date, or by any later date mutually agreed to in writing by Seller and Buyer, this Agreement will terminate, and the Deposit, less any costs advanced or committed for Buyer, will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement. "Closing," for the purpose of this Agreement, is defined as the date that all documents are executed, the sale proceeds are available for disbursement to the Seller, and legal title passes to the Buyer.

8. Closing Costs and Pro-rations. Property taxes and assessments for the current year, water and other utility charges, if any, shall be prorated as of the Closing Date unless otherwise agreed to in writing. Seller is a property tax exempt organization pursuant to R.C.W. 84.36.010, and therefore property taxes will only be due from Buyer for its ownership from and after the Closing Date.

9. Casualty Loss. Seller shall promptly notify Buyer of any event prior to the Closing Date which causes damage to or destruction of any portion of the Property. If Buyer and Seller cannot come to an agreement regarding any such damage to or destruction of the Property, including the settlement of any insurance claims, then Buyer and Seller will each have the right to terminate this Agreement by giving written notice of termination to the other party within ten (10) calendar days after receipt of actual notice of such casualty loss. Upon exercise of such termination election by either party, this Agreement will terminate, and the Deposit, less any costs advanced or committed for Buyer, will be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided for in this Agreement.

10. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date. Seller shall remove any and all personal property from the Property on or before the Closing Date, unless specifically authorized otherwise in writing by Buyer.

11. Events of Default. In the event Buyer fails, without legal excuse to complete the purchase of the Property, Seller shall be entitled to retain the Deposit, and may pursue any remedies available to it in law or equity, including specific performance. In the event Seller fails, without legal excuse, to complete the sale of the Property, Buyer shall be entitled to immediate return of the Deposit and may pursue any remedies available to it in law or equity, including specific performance.

12. Notices. Any notice under this Agreement must be in writing and be personally delivered, or delivered by a recognized courier service, or delivered by e-mail. If using e-mail for Notices, the sender must follow up with a hardcopy of the Notice delivered to the recipient by mail or in person. All notices must be addressed to the parties at the following addresses, or at such other addresses as the parties may from time to time direct in writing:

Seller: City of Tacoma, Public Works Department
Real Property Services
747 Market Street, Room 737
Tacoma, WA 98402

ATTN: Troy Stevens
Email: tstevens@cityoftacoma.org

Buyer: Tania Rose Posa
3803 N MONROE ST
TACOMA, WA
98407-5124
Email: honordiversity@gmail.com

With a copies to: City of Tacoma, Legal Department
747 Market Street
Tacoma, WA 98402
ATTN: Steve Victor
Email: svictor@cityoftacoma.org

Smith Ko Smith Architecture LLC
4810 Pt. Fosdick Drive, #76
ATTN: Emily Ko Smith
Email: emily@smithkosmith.com

Any notice will be deemed to have been given when personally delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit in the U.S. mail.

13. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto, each of which counterpart when so executed shall have the same force and effect as if that party had signed all other counterparts.

14. Brokers and Finders. Each party represents and warrants to the other that, to such party's knowledge, no broker, agent or finder is involved in this transaction. In the event any broker or other person makes a claim for a commission or finder's fee based upon the transaction contemplated by this Agreement, the party through whom said broker or other person makes its claim shall indemnify and hold harmless the other party from said claim and all liabilities, costs and expenses related thereto, including reasonable attorneys' fees, which may be incurred by such other party in connection with such claim. This indemnity shall survive the closing of this transaction.

15. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

16. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of 6 (six) months whereupon they shall terminate. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

17. Governing Law. This Agreement will be governed and construed in accordance with the laws of the state of Washington without recourse to any principles of Conflict of Laws.

18. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under

this Agreement, including without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state or bankruptcy proceeding.

19. Time of the Essence. Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto.

20. FIRPTA. The Seller certifies that it is a local government of the State of Washington and not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA"), and Seller agrees to sign this certification.

21. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.

22. Non-merger. The terms and provisions of this Agreement, including without limitation, all indemnification obligations and obligations to develop the Property that, by their terms extend beyond the Closing Date, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

23. Assignment. Buyer shall not assign this Agreement without Seller's prior written consent, which consent may not be unreasonably withheld or delayed. Notwithstanding this restriction, Buyer is specifically authorized to assign its rights under this Agreement to a legal entity (such as a limited liability company) formed and controlled by Buyer.

24. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

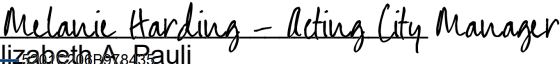
25. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by any party hereto, the parties agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, any and all such further acts, deeds and assurances, which may reasonably be required to give effect to the Agreement contemplated herein.

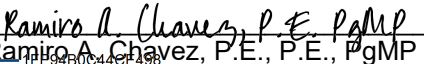
26. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the purchase and sale of the Property, and supersedes all prior agreements and understandings, whether oral or written, between the parties relating to the subject matter of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

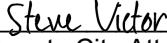
SELLER:

CITY OF TACOMA, a first class
municipal corporation

DocuSigned by:

Elizabeth A. Pauli
City Manager
Department Approvals:

DocuSigned by:

Ramiro A. Chavez, P.E., P.E., PgMP
Public Works Director/City Engineer

DocuSigned by:

Andrew Cherullo
Finance Director

Approved as to form:
DocuSigned by:

Steve Victor
Deputy City Attorney

BUYER:

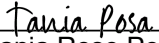
DocuSigned by:

Tania Rose Posa

Exhibit A
Legal Description of the Property

EXHIBIT A

PAGE 1

LEGAL DESCRIPTION OF LAND VACATED BY CITY OF TACOMA

THAT PORTION OF "LAWN STRIP" OF BLOCK 3, MARCH-MCCANDLESS ADDITION TO TACOMA, WASHINGTON, AS PER PLAT RECORDED IN BOOK 8 OF PLATS, PAGES 50 IN PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER LOT 4, BLOCK 3, OF SAID PLAT AND THE EASTERLY MARGIN OF NORTH MONROE STREET;

THENCE NORTH 01°51'16" EAST ALONG SAID MARGIN, 27.57 FEET TO THE TRUE POINT OF BEGINNING AND AN ANGLE POINT IN SAID BLOCK;

THENCE NORTH 31°54'27" WEST ALONG NORTHEASTERLY MARGIN OF SAID NORTH MONROE STREET, 17.76 FEET TO A POINT ON A 27.88-FOOT-RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARING NORTH 70°49'42" WEST);

THENCE ALONG SAID CURVE 49.71 FEET THROUGH A CENTRAL ANGLE OF 102°09'30" TO SAID MARGIN;

THENCE NORTH 31°54'27" WEST ALONG SAID NORTHEASTERLY MARGIN, 11.81 FEET TO THE SOUTHWEST CORNER OF BLOCK "C" OF SAID PLAT;


THENCE NORTH 61°40'04" EAST ALONG THE SOUTH LINE OF SAID BLOCK "C", 47.29 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID BLOCK 3;

THENCE SOUTH 02°04'44" WEST ALONG THE WEST LINE OF SAID BLOCK, 84.43 FEET TO THE TRUE POINT OF BEGINNING.

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

(AREA = 1,409 SF)

A Portion of the
SW ¼ of the NE ¼,
Sec 25, T 21 N, R 2 E, W.M.,
Pierce County, Washington

 **Aspen**
Land Surveying
LLC
at The Landing in Key Center
P.O. Box 124, Vaughn, WA 98394-0124
15510 - 92nd Street NW, Gig Harbor, WA 98329
(253) 303-0270 FAX (253) 303-0273

Daniel B. Johnson



DANIEL B. JOHNSON
CERTIFICATE NO. 28408

DRAWING NO. 7524A

DRAWN BY: PWT DATE: 3-27-2024

NOTE: THIS IS NOT A SURVEY

DS
GLL

Exhibit B
Depiction of the Property

