



CITY OF
SUMNER
WASHINGTON

**COMMUNITY DEVELOPMENT COMMITTEE
MEETING AGENDA
CITY HALL – 1104 MAPLE STREET
MAY 25, 2022 5:00 PM**

Members: Cindi Hochstatter (Chair), Curt Brown, Charla Neuman, Pat Cole (Alternate)

Staff Liaison: Ryan Windish

Join Zoom Meeting

<https://sumnerwa-gov.zoom.us/j/8970321699>

COMMITTEE BUSINESS

1. 902 Kincaid Avenue Acquisition--Purchase and Sale Agreement

REPORTS

1. 2022 Permit Activity Report

ADJOURNMENT



SUBJECT: 902 Kincaid Avenue Acquisition--Purchase and Sale Agreement

CATEGORY: Motion

BUDGET IMPACT:

Expenditure Required: None

Within Budget Allocation: N/A

ATTACHMENTS:

1. PSA-902_Kincaid_AVE
2. 902 Kincaid Map

STAFF CONTACT: Ryan Windish, Community Development Director

SUMMARY BACKGROUND:

The purchase of the property at 902 Kincaid Avenue in downtown Sumner is part of the implementation of the 2021 Main Street Visioning Plan and future expansion of the Reuben A. Knoblauch Heritage Park to include the entire City block. This expansion is necessary to accommodate a redesign of the park. The master planning of the park for future projects will be underway in summer 2022. The City had the property appraised and reviewed at \$850,000. The property owner counter offered at a price that the City's right-of-way acquisition agents determined to be reasonable and supported by objective evidence. The City reached a willing seller agreement with John Ester (Sumner Property, LLC) to acquire the building and land at 902 Kincaid Avenue for a total of \$1,000,000. Funds for the purchase of this property come from the General Fund and the Real Estate Excise Tax (REET). The City intends to utilize these purchase funds as match on applications for future RCO grant opportunities for additional City park improvement projects.

Staff recommends approval of the Purchase and Sale Agreement.

COUNCIL COMMITTEE/STUDY SESSION: CD Committee MEETING/STUDY SESSION DATE: 5/25/2022 COMMITTEE RECOMMENDATION: Do pass

STAFF RECOMMENDATIONS/MOTION:

Move to recommend that the City Council approve the Purchase and Sale Agreement for 902 Kincaid Avenue.

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is entered into by and between **Sumner Property LLC, an Alaska Limited Liability Company**, (hereinafter "Seller") and the **City of Sumner, a municipal corporation and political subdivision of the state of Washington** (hereinafter "Purchaser"). Seller and Purchaser may hereinafter collectively be referred to as "Parties" or individually as a "Party."

AGREEMENT

FOR AND IN CONSIDERATION of the mutual promises and covenants contained herein, the sufficiency of which is unconditionally acknowledged by Seller and Purchaser, the Parties agree as follows:

1. **The Property.** Seller is the sole owner in fee simple of certain real property located in Pierce County, Washington identified by parcel number 798500-0610 and legally described as:

That portion of the following described property:

Lots 4 and 5 in Block 3 of Sumner, as per plat recorded in Volume 1 of Plats, page 68, records of Pierce County, Washington.

Situate in the Town of Sumner, County of Pierce, State of Washington.

2. **Purchase and Sale.** Seller shall sell and convey to Purchaser, and Purchaser shall purchase and accept from Seller, upon the terms, covenants, and conditions set forth in this Agreement, all of Seller's right, title, and interest in and to the Property, including all after-acquired property. Seller warrants that Seller has full right, title, authority, and capacity to execute this Agreement and sell the Property. Purchaser warrants that Purchaser has full right, title, authority, and capacity to execute this Agreement and purchase the Property.

3. **Purchase Price and Payment.** The total purchase price for the Property (hereinafter "Purchase Price") is one million and 00/100 (\$1,000,000) Dollars and shall be paid by Purchaser to Seller by cashier's check, certified check, or wire transfer of immediately available funds to Seller at closing.

4. **Conveyance of Title.** Seller shall convey title to the Property legally described in item No. 1 to Purchaser by Warranty Deed (hereinafter "Deed").

5. **Closing; Possession.** Closing shall occur upon payment of the Purchase Price to Seller from Purchaser and delivery of the executed Deed from Seller to Purchaser (hereinafter "Closing Date"), but in no event later than June 17, 2022. The Parties agree to execute any and all documents necessary to effectuate the intent of this Agreement. Purchaser shall be entitled to possession of the Property legally described in item No. 1 as of the Closing Date.

6. **Approval by the Sumner City Council.** The Parties acknowledge that this Agreement shall not be deemed accepted by or binding on the Purchaser until approved by the Sumner City Council in an open public meeting.

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14. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the Parties.

15. Counterparts. This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete Agreement.

16. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

[SIGNATURES & ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGES]

Approved as to legal form only:

Date: _____

Date: _____

STATE OF WASHINGTON)
) ss
COUNTY OF PIERCE)

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

My commission expires

SELLER'S SIGNATURE PAGE

Dated: May 20th, 2022

Sumner Properties, LLC

By: WM John Ester

Its: Manager

STATE OF WASHINGTON)

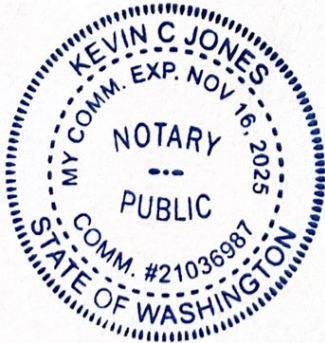
County of King : ss)

On this 20th day of May, 2022, before me personally appeared William John Ester to me known to be the Manager of Sumner Properties, LLC, an Alaska Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

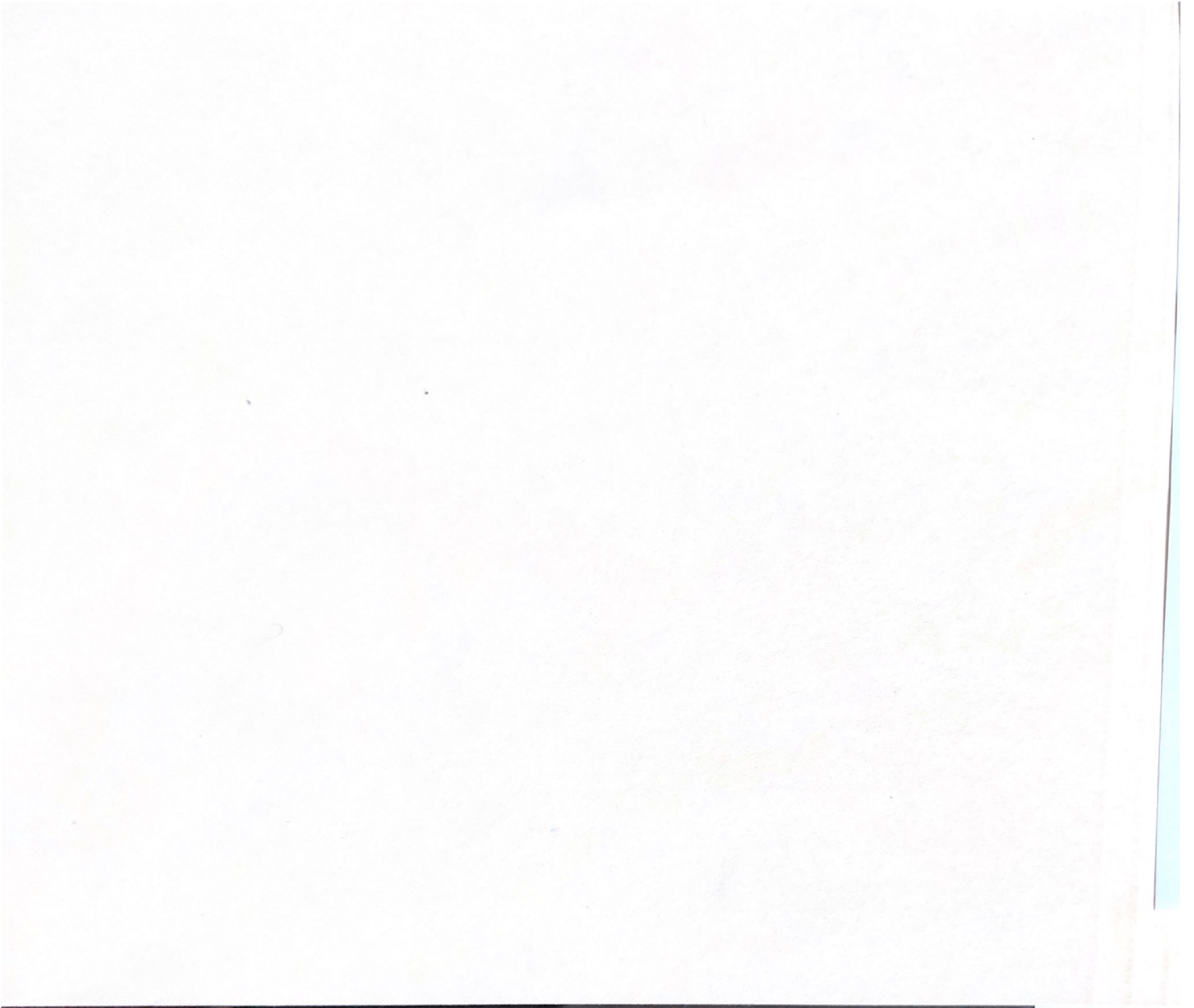
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



Kevin C. Jones / K. C. Jones
Notary Public in and for the State of
Washington, residing at King County
My commission expires NOV 16, 2025



902 Kincaid Property

Write a description for your map.

Legend

at 902 Kincaid





PERMIT ISSUANCE SUMMARY (01/01/2022 TO 05/23/2022) FOR CITY OF SUMNER

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Commercial/Industrial	Accessory Structure	1	0	\$0.00	\$680.08
	Addition	1	770	\$50,334.90	\$1,329.30
	Demolition	2	0	\$200,000.00	\$5,845.00
	Industrial Fence	3	280	\$10,000.00	\$0.00
	New Construction	3	10,414	\$1,203,831.70	\$270,158.53
	Tenant improvement	20	894,885	\$6,533,735.56	\$204,194.10
	Wireless facility	5	35	\$170,000.00	\$4,127.73
BUILDING COMMERCIAL/INDUSTRIAL TOTAL:		35	906,384	\$8,167,902.16	\$486,334.74
Building Residential	Addition	2	560	\$233,064.80	\$12,318.14
	Alteration, Remodel, Repair	4	250	\$299,000.00	\$4,688.90
	Concrete Work	2	1,530	\$18,000.00	\$488.00
	Demolition	4	1,136	\$34,000.00	\$2,887.00
	New Construction	1	2,002	\$320,908.66	\$28,301.06
BUILDING RESIDENTIAL TOTAL:		13	5,478	\$904,973.46	\$48,683.10
Fire Permits	Emergency Radio Responder	4	0	\$2,700.00	\$190.34
	Fire Alarm	13	0	\$336,886.25	\$6,856.53
	Fire Sprinkler	13	0	\$670,191.87	\$10,121.84
	Fire Suppression	1	0	\$2,500.00	\$137.36
FIRE PERMITS TOTAL:		31	0	\$1,012,278.12	\$17,306.07
Landscape Irrigation	Landscape Irrigation - Residential	1	0	\$0.00	\$125.00
LANDSCAPE IRRIGATION TOTAL:		1	0	\$0.00	\$125.00
Mechanical Commercial/Industrial	Alteration, Remodel, Repair	14	0	\$0.00	\$2,244.25
	New Construction	5	0	\$0.00	\$523.75
MECHANICAL COMMERCIAL/INDUSTRIAL TOTAL:		19	0	\$0.00	\$2,768.00
Multifamily Building Permit	New Construction	1	3,906	\$679,376.58	\$18,984.73
MULTIFAMILY BUILDING PERMIT TOTAL:		1	3,906	\$679,376.58	\$18,984.73
Plumbing Commercial/Industrial	Alteration, Remodel, Repair	8	0	\$0.00	\$1,574.60
	New Construction	2	0	\$0.00	\$1,217.20
PLUMBING COMMERCIAL/INDUSTRIAL TOTAL:		10	0	\$0.00	\$2,791.80
Plumbing Residential	Alteration, Remodel, Repair	5	0	\$0.00	\$177.45
PLUMBING RESIDENTIAL TOTAL:		5	0	\$0.00	\$177.45
Racks	Installation/Addition/Relocation	6	0	\$587,893.00	\$10,363.28
RACKS TOTAL:		6	0	\$587,893.00	\$10,363.28
Re-Roof	Commercial/Industrial	2	0	\$385,750.00	\$4,999.51
	Multifamily	1	0	\$375,000.00	\$2,540.25
	Residential	7	0	\$81,150.00	\$1,470.55
RE-ROOF TOTAL:		10	0	\$841,900.00	\$9,010.31

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.

PERMIT ISSUANCE SUMMARY (01/01/2022 TO 05/23/2022)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Residential Mechanical	Alteration, Remodel, Repair	44	0	\$0.00	\$1,771.85
RESIDENTIAL MECHANICAL TOTAL:		44	0	\$0.00	\$1,771.85
Residential Pool	In Ground	1	0	\$40,000.00	\$1,520.54
RESIDENTIAL POOL TOTAL:		1	0	\$40,000.00	\$1,520.54
Sewer Line Permit	Side Sewer Installation	20	0	\$0.00	\$194,589.04
	Side Sewer Replacement	8	0	\$0.00	\$1,080.00
SEWER LINE PERMIT TOTAL:		28	0	\$0.00	\$195,669.04
Sign	Sign	6	0	\$0.00	\$294.00
SIGN TOTAL:		6	0	\$0.00	\$294.00
Site Development	Civil Site Development	1	0	\$0.00	\$11,581.80
	TESC	2	0	\$0.00	\$7,971.36
SITE DEVELOPMENT TOTAL:		3	0	\$0.00	\$19,553.16
Special Events	Banner	1	0	\$0.00	\$175.00
	Special Event	1	0	\$0.00	\$230.00
SPECIAL EVENTS TOTAL:		2	0	\$0.00	\$405.00
Street Obstruction Notification	Street Obstruction Notification	47	0	\$0.00	\$10,340.00
STREET OBSTRUCTION NOTIFICATION TOTAL:		47	0	\$0.00	\$10,340.00
Temporary Use Permits	Firework Stand	1	0	\$0.00	\$50.00
	Temporary Tent	1	0	\$0.00	\$149.00
	Temporary Use Authorization	1	0	\$200,000.00	\$30.00
TEMPORARY USE PERMITS TOTAL:		3	0	\$200,000.00	\$229.00
Water Meter Install	Water Meter Installation	1	0	\$0.00	\$9,196.81
WATER METER INSTALL TOTAL:		1	0	\$0.00	\$9,196.81
GRAND TOTAL:		266	915,768	\$12,434,323.32	\$835,523.88

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