

Resolution No. 2026

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A RESOLUTION PROVIDING FOR THE SALE OF REAL PROPERTY LOCATED ON 48<sup>TH</sup> AVENUE AT OCEAN BEACH HIGHWAY, LONGVIEW, COWLITZ COUNTY, WASHINGTON.

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WHEREAS, the City of Longview ("City") has the statutory authority to dispose of utility real property under RCW 35.94; and

WHEREAS, that certain real property, located on 48<sup>th</sup> Avenue at Ocean Beach Highway, Longview, Cowlitz County, Washington, is the lot adjacent to the Ocean Beach #3 sewer pump station located at 4802 Ocean Beach Highway, and was purchased in 2009 for the pump station expansion; and

WHEREAS, a portion of that certain real property is unencumbered by the pump station expansion and is surplus to the needs of the City's sewer utility, and can be disposed, but cannot be developed unless it is combined with adjacent property; and

WHEREAS, Ryan Lowe, the owner of property adjacent the City's certain real property, has made an offer to the City to purchase said surplus property and has paid the necessary costs associated with completing a boundary line adjustment in order to do so; and

WHEREAS, the City Council finds selling the Property will benefit City utility customers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

1. The above-stated paragraphs are adopted and incorporated as if restated herein; and
2. Based upon the findings and recommendations of the City Manager of said City, the real property located on 48<sup>th</sup> Avenue at Ocean Beach Highway, Longview, Cowlitz County, Washington, as set forth in Exhibit A is declared to be surplus to the foreseeable needs of the City.

3. That the City Manager is authorized to sign any and all documents necessary to carry out the sale of the property at the price of \$3,000, with all associated purchase and sale costs paid by Ryan Lowe. A copy of the purchase and sale agreement is attached as Exhibit B.

PASSED by the City Council of Longview, Washington, and approved by its Mayor this 24th day of May, 2012.

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Mayor

ATTEST:

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City Clerk

Exhibit A

OB3 Sewer Pump Station  
Lot proposed for sale



**Exhibit B**

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Contract Controls the Terms of Sale of the Property

At City of Longview, Washington

\_\_\_\_\_ Ryan Lowe \_\_\_\_\_ (hereinafter called "Purchaser") hereby agrees to purchase, and the undersigned seller hereby agrees to sell, the following described real estate located in the City of Longview, Cowlitz County, State of Washington, and legally described as:

SUB:LONGVIEW OUTLOT BLK:LVOL LOT:391A DESC: EXC CITY PROP  
FEE 628981 EXC WINDEMERE #1 EXC LOL 391A-1 FEE 722374 EXC PLAT  
OF WINDEMERE #2 FEE 754720 EXC PLAT OF WINDEMERE #3 FEE  
775625 SECT,TWN,RNG:24-8N-3W

Property Tax Parcel No. 1052701

Total purchase price is three thousand DOLLARS (\$3,000), payable as follows:

THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) at time of closing.

1. Title of seller is to be free of encumbrances or defects.

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

2. Title shall be conveyed by Warranty Deed free of encumbrances or defects.
3. Taxes for the current year, rents, insurance, interest, mortgage reserves, water and other utilities constituting liens shall be prorated as of date of closing and be paid by the Purchaser.
4. Preparing the Boundary Line Adjustment application, paying for applicable fees, preparing the required plat and recording the Boundary Line Adjustment plat shall be completed by the Purchaser.

5. Seller shall deliver possession to purchaser on July 1<sup>st</sup> 2012.
6. Purchaser offers to purchase the property in its present condition on the terms noted. The present condition of the property surfacing is described as predominately

surfaced with 5/8-inch crushed rock approximately 4-inches thick. Seller hereby warrants that to the best of its knowledge the premises described herein and the improvements thereon do not materially violate applicable building or zoning regulations and that it is unaware of any material defect in the premises or improvements thereon.

7. There are no verbal or other agreements which modify or affect this agreement. Time is of the essence of this agreement.

8. Purchaser shall pay all amounts required for title insurance, real estate excise sales tax, and all closing costs, including but not limited to all escrow fees and document recording fees.

\_\_\_\_\_

Purchaser

\_\_\_\_\_

Date

I hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller. I further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

\_\_\_\_\_

Seller

\_\_\_\_\_

Date

A true copy of this agreement, signed by seller and containing the full and complete legal description for the above-designated property, is hereby received.

\_\_\_\_\_

Purchaser

\_\_\_\_\_

Date

Approved As To Form:

By: \_\_\_\_\_  
City Attorney