

**RESOLUTION NO. 2020-11**

**A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE “PURCHASE AND SALE/DONATION  
AGREEMENT” BETWEEN UPPER VALLEY SPORTS &  
RECREATION ASSOCIATION AND THE TOWN OF NACHES  
IN CONSIDERATION OF THE TRANSFER OF APPROXIMATELY  
44.57 ACRES OF LAND TO THE TOWN OF NACHES**

**WHEREAS**, the Town Council of the Town of Naches previously authorized the Mayor to enter into a Letter of Intent to consider the receipt and acquisition of approximately 44.57 acres of property from Upper Valley Sports & Recreation Association, a Washington non-profit corporation (hereinafter “Upper Valley Sports”), said property being situated within the Town limits of Naches in Yakima County, Washington being Yakima County Assessor’s Tax Parcel Nos. 171411-32002 and 171410-14002; and

**WHEREAS**, the Town did enter into a Letter of Intent with Upper Valley Sports on, or about, April 24, 2020 in addition to an accompanying License Agreement to enable the Town to inspect and conduct repairs and maintenance of the subject property through June 30, 2020 while exclusive negotiations between the parties were taking place; and

**WHEREAS**, based upon negotiations between the Town and Upper Valley Sports, legal counsel for the Town has prepared a draft of a Purchase and Sale/Donation Agreement which has been distributed to members of the Council for review; and

**WHEREAS**, the Town Council for the Town of Naches finds it in the best interests of the Town to proceed with the transaction, for the Mayor to sign the Purchase and Sale/Donation Agreement prepared by legal counsel, and to extend the term of the License Agreement during the Town’s Due Diligence Period;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES AS FOLLOWS:**

1. The Town of Naches authorizes Mayor Paul Williams to sign the Purchase and Sale/Donation Agreement between Upper Valley Sports & Recreation Association and the Town of Naches and further authorizes the Mayor to sign an extension of the License Agreement entered into on April 24, 2020.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES,  
WASHINGTON this 8th day of June, 2020.



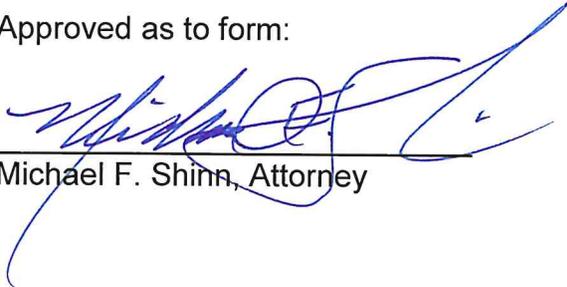
Paul D. Williams, Mayor

Attest:



Elvira Birrueta, Clerk/Treasurer

Approved as to form:



Michael F. Shinn, Attorney

**PURCHASE AND SALE / DONATION AGREEMENT**

**DATE:** June 8, 2020.

**PARTIES:** **Upper Valley Sports & Recreation Association**, a Washington non-profit corporation (hereinafter "Seller" or "Donor"), and

**Town of Naches**, a municipal corporation (hereinafter "Purchaser" or "Donee").

**RECITALS:** Seller owns approximately 44.57 acres of land, consisting of Parcel No. 171411-32002 (appx. 12.73 acres) zoned Rural Remote/ELDP and the adjacent parcel to the west, Parcel No. 171410-14002 (appx. 31.84 acres) zoned Urban, both located within the Town limits of Naches, as depicted on the Plat Map appended hereto as Attachment "A" and legally described on Attachment "B" (hereinafter collectively referred to as the "Property"). Seller/Donor is a qualifying 501(c)(3) entity recognized by the Internal Revenue Service and was formed to receive and develop the Property as part of a charitable contribution for the purpose of promoting amateur and recreational sporting events and programs, including Little League and amateur baseball on the Property. Since its formation in 1999, Seller/Donor has built Little League baseball fields as well as tennis courts on the Property which has served the community for many years. The Property also served as a venue for hosting special community events. The two parcels have a combined assessed value of \$979,700.00. However, Seller/Donor does not have sufficient funds to continue to pay property taxes on the Property, nor does it have the funds or resources to supply much needed maintenance and repair, replace outdated utilities, or to remodel or remove the clubhouse building on the Property which is not in conformity with current building code requirements. As a result, Seller/Donor wishes to donate its interest in the Property to Purchaser/Donee under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration, and with the intent to make a donation to the Town of Naches, it is mutually agreed and covenanted by and between the parties to this agreement as follows:

1. **PROPERTY BEING PURCHASED / DONATED.** Subject to the terms and conditions herein set forth, Seller shall sell, gift, convey, transfer and assign to Purchaser and Purchaser shall accept and acquire from Seller on the Closing Date, all right, title and interest in and to the following described assets of the Seller (referred to collectively as the "Property"):

1.1 **Real Estate.** That certain real property and the improvements located thereon, south of the intersection of State Highway 12 and Allan Road, being Yakima County Assessor's Tax Parcels 171411-32002 and 171410-14002, Naches, Yakima County, Washington 98937 legally described in Attachment "B" (the "Property"); and

1.2 **Personalty.** The fixtures, equipment, supplies and leasehold improvements, if any, appertaining to the Property.

2. **PURCHASE PRICE AND CLOSING.**

2.1 **Purchase Price.** The purchase price to be paid by Purchaser/Donee for the Property shall consist of Purchaser/Donee's payment of all outstanding assessments against the Property as of the date of Closing, the assumption by Purchaser / Donee of responsibility for making needed repairs and either rectifying deficiencies with the existing clubhouse structure or demolishing it, while continuing to make the Property available for Little League baseball, amateur and recreational sporting events, and special community events. In addition, Purchaser / Donee has agreed to pay all costs and expenses incident to closing and transfer of title to the Property from Seller / Donor to Purchaser / Donee.

2.2 **Closing.**

2.2.1 The closing of the Purchase and Sale contemplated by this Agreement shall take place at the offices of Pacific Alliance Title, 311 N. 4<sup>th</sup> Street, Suite 102, Yakima, Washington, 98901 (the "Title Company") through an escrow (the "Escrow") with the Title Company (as "Escrow Holder") which Escrow shall close (the "Close of Escrow") on or before the tenth (10<sup>th</sup>) day following the end of the Due Diligence Period (Section 4.2.1), unless extended by mutual agreement of the parties. The Close of Escrow shall be in accordance with the terms, conditions and restrictions provided herein.

3. **DUE DILIGENCE.**

3.1 Within five (5) business days from the date of mutual execution of this Agreement, Seller / Donor will make available to Purchaser / Donee, at Naches Town Hall, c/o Jeff Ranger, for inspection and copying, any and all documents in

Seller's / Donor's possession relating to the Property (hereinafter sometimes referred to as the "Due Diligence Documents"), including but not limited to, the following documents and information:

- 3.1.1 All occupancy agreements affecting the Property;
- 3.1.2 All management contracts, maintenance and repair contracts, and all service supply contracts or agreements related to the Property;
- 3.1.3 All present insurance policies covering the Property;
- 3.1.4 All environmental reports or other environmental documentation regarding the Property; and,
- 3.1.5 All correspondence in Seller's / Donor's possession that may be relevant to the current maintenance or repair of the Property.

3.2 Preliminary Title Report. Within three (3) calendar days of the date of mutual execution of this Agreement, Purchaser / Donee shall order a preliminary title report of its choosing and at Purchaser / Donee's expense for the Property, issued by Title Company showing the condition of title of the real property together with copies of all recorded documents referred to therein (the "Preliminary Title Report").

3.3 Seller Disclosure Statement. Purchaser / Donee waives the right to receive all but the "Environmental" section of the commercial real estate seller's disclosure statement set forth in RCW 64.06.015 which Seller / Donor shall complete and provide to Purchaser / Donee within three (3) business days of the date of mutual execution of this Agreement.

#### 4. CONDITIONS PRECEDENT.

4.1 Seller's Conditions Precedent. Seller / Donor's obligation to close escrow is conditioned upon its satisfaction of all legal requirements for the transfer of property from a qualifying 501(c)(3) entity to a municipal corporation, which requirements Seller agrees to promptly pursue upon the execution of this Agreement. Transfer is also conditioned upon mutual agreement on the form of deed requiring continuing use of the Property for Little League baseball and other sporting and recreational activities for the community.

4.2 Purchaser's Conditions Precedent. Purchaser's / Donee's obligation to close Escrow is expressly conditioned upon Purchaser's / Donee's satisfaction of the conditions provided in this Section 4.2.1 – 4.2.4 below, and the continuing satisfaction of such conditions through the date of Closing.

4.2.1 *Due Diligence Period.* Purchaser / Donee shall have thirty (30) days from the date of mutual execution of this Agreement, unless an extension is

needed to complete a Phase I Environmental Site Assessment (see Section 5.1.2) (the "Due Diligence Period") to approve in its sole discretion the physical suitability of the Property for Purchaser / Donee's purposes, during which period Purchaser / Donee may conduct soil tests, engineering studies, hazardous waste studies and other tests and studies deemed appropriate or necessary by Purchaser / Donee, and to approve in its sole discretion each of the Due Diligence Documents (collectively, the "Due Diligence Items").

If Purchaser / Donee fails to notify Seller / Donor in writing by the expiration of the Due Diligence Period (the "Due Diligence Expiration Date") of its disapproval of the Due Diligence Items, such items shall be deemed approved. Upon Purchaser's / Donee's election in writing to disapprove the Due Diligence Items prior to the Due Diligence Expiration Date, then this Agreement shall terminate and the parties shall have no further obligation to each other.

*4.2.2 Approval of Title.* In addition to Section 4.2.1 above, Purchaser / Donee shall have ten (10) days after delivery to Purchaser / Donee of the Preliminary Title Report within which to approve or disapprove title. If Purchaser / Donee fails to notify Seller / Donor in writing of its disapproval of title within the 10-day period, title shall be deemed approved. If Purchaser / Donee expressly disapproves any Schedule B exception in the Preliminary Title Report, Seller / Donor shall have ten (10) days from notice of disapproval to notify Purchaser / Donee in writing that either (i) Seller / Donor shall cause the disapproved exception to be removed prior to the Closing Date, or (ii) Seller / Donor shall not cause such disapproved exception to be removed. If Seller / Donor fails to so notify Purchaser / Donee within the ten (10) day period, then this Agreement shall terminate. If Purchaser / Donee elects to terminate this Agreement, the parties shall be released from all obligation to each other hereunder. "Permitted Exceptions" shall mean (i) the standard printed exceptions in the Title Policy, (ii) general and special real property taxes and assessments constituting a lien not yet due and payable, (iii) the exceptions to the Preliminary Title Report approved by Purchaser / Donee and those exceptions disapproved by Purchaser / Donee but which Seller / Donor has agreed to remove, all pursuant to this subsection.

*4.2.3 Town Council Approval.* Prior to Closing, Purchaser / Donee must have approved the sale and transfer by appropriate ordinance or resolution. In the absence of such approval by the date of Closing, this transaction shall be cancelled and neither party shall have any further obligation to the other.

*4.2.4 Title.* On the Closing Date the Title Company shall deliver to Purchaser / Donee an ALTA, standard coverage owner's policy of title insurance (including such endorsements as Purchaser may require) showing fee title to the Property vested in Purchaser / Donee, subject to no exceptions other than the Permitted Exceptions (the "Title Policy"), and Seller / Donor shall deliver its

Statutory Warranty Deed to Purchaser / Donee conveying the Property to Purchaser / Donee subject only to the Permitted Exceptions and conditions agreed to by the parties. If exceptions to title other than the Permitted Exceptions arise and Seller / Donor fails to remove or cause the Title Company to insure over the same within the time allowed for the Close of Escrow, Purchaser / Donee shall have the right to (i) complete the purchase and accept the effect of the additional items, or (ii) terminate the escrow.

4.3 Failure of Conditions. In the event the parties fail to close other than by reason of a breach of their obligations under this Agreement, this Agreement shall terminate and neither party shall have any further obligations to the other.

## 5. REPRESENTATIONS AND WARRANTIES.

5.1 Seller's Representations and Warranties. Seller / Donor makes the following representations and warranties for the benefit of Purchaser / Donee:

5.1.1 *Due Authorization*. This Agreement and all other documents executed and delivered by Seller to Purchaser (a) have been or will be on or before Closing duly authorized, executed and delivered by Seller, (b) will be the legal, valid and binding obligations of Seller and, with respect to those documents that are instruments of conveyance, will be sufficient to convey title and (c) will be enforceable in accordance with their respective terms.

5.1.2 *Environmental Investigations*. Purchaser / Donee shall have the right to obtain, at its expense, a Phase I Environmental Site Assessment for the Property during the Due Diligence Period. If the Phase I Assessment cannot practically be completed within thirty (30) days from the mutual execution of this Agreement despite the diligent efforts of Purchaser then the Due Diligence Period shall be extended, but only to complete the Phase I Assessment on a day-to-day basis until completed and, in any event, by not later than 07/31, 2020. Purchaser and its designee may enter upon the Property for the purpose of conducting such environmental investigations, provided Purchaser gives Seller reasonable notice (at least 48 hours) prior to any such entry. Unless otherwise agreed between the parties in writing, any environmental reports or information generated during Purchaser's environmental investigation, shall be Purchaser's sole property. Purchaser shall be liable for all property damage resulting from its entry onto the Property.

5.1.3 *Hazardous Wastes*. To the best of Seller's actual knowledge, Seller is not out of compliance with the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; RCW

70.105.010 or the regulations adopted and publications promulgated pursuant to each of the aforesaid laws.

5.2 Purchaser's Representations and Warranties.

5.2.1 Purchaser represents and warrants that this Agreement (i) has been duly approved, executed and delivered by Purchaser, and (ii) is enforceable in accordance with its respective terms.

5.2.2 Purchaser acknowledges that upon Closing, Purchaser will have had adequate time to inspect the Property and all factors relevant to its use, including, without limitation, the physical condition of the Property, including the condition of soils, environmental condition, and all physical and functional aspects of the Property; all matters relating to title; together with all municipal and other legal requirements such as taxes, assessments, zoning, use permits, and building codes. PURCHASER / DONEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER / DONOR IS DONATING AND TRANSFERRING THE PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT PURCHASER / DONEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER / DONOR, ITS AGENTS, OR REPRESENTATIVES AS TO ANY MATTERS CONCERNING THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN, INCLUDING WITHOUT LIMITATION: (I) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION AND ASPECTS OF THE PROPERTY, (II) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF SOILS, GEOLOGY AND ANY GROUNDWATER, AND (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY.

6. CLOSING.

6.1 Closing; Definitions. The terms "Close of Escrow" and "Closing" shall mean the date on which the Statutory Warranty Deed transferring title to the Property to Purchaser / Donee is recorded in the Official Records of the County (the "Official Records").

6.2 Seller's Deposit of Documents. Seller shall deposit into Escrow:

6.2.1 A duly executed and acknowledged Statutory Warranty Deed conveying the Property in form approved by the party's (the "Deed");

6.2.2 Such additional documents consistent with this Agreement, as may be reasonably required for conveyance of the Property in accordance with this Agreement.

6.3 Purchaser's Deposit of Documents and Funds. Prior to the Close of Escrow, Purchaser shall deposit into Escrow: (i) the Purchase Price in accordance with the provisions of Section 2, and (ii) such documents as may be reasonably required for conveyance of the Property in accordance with this Agreement.

6.4 Closing. The Title Company shall close Escrow by: (i) recording the Deed; (ii) issuing the Title Policy to Purchaser; and (iii) applying the funds paid by Purchaser in accordance with this Agreement. The Title Company shall deliver signed closing statements showing all receipts and disbursements.

6.5 Closing Costs. Closing costs shall be allocated as follows:

- (1) All closing related costs shall be paid by Purchaser / Donee;
- (2) Purchaser shall pay the cost of the Title Policy;
- (3) The cost of recording the Deed shall be paid by Purchaser; and
- (4) The Real Estate Transfer Tax and any sales tax shall be paid by Purchaser.

6.6 Possession. Seller shall deliver possession of the Property to Purchaser on the Closing Date.

## 7. GENERAL PROVISIONS.

7.1 Modification. The terms and conditions of this Agreement shall not be amended or modified except in writing signed by Seller and Purchaser.

7.2 Entire Agreement. This Agreement (including attached Exhibits) contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating to the subject matter hereof are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties that are not referenced herein.

7.3 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, enforced and construed in accordance with the internal laws of the State of Washington governing contracts to be performed entirely within said State, without regard to its conflicts of law rules.

7.4 Severability. Any term, condition or provision of this Agreement which shall be ruled invalid or unenforceable by any court of competent jurisdiction shall

be disregarded, but the remainder of this Agreement shall, nevertheless, be given full force and effect.

7.5 Notice. All notices and other communications relating to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, postage paid, return receipt requested, to the parties at the addresses set forth below:

To Seller/Donor:

Upper Valley Sports &  
Recreation Association  
Attn: Taylor Raschko  
PO Box 936  
Naches, WA 989037-9700

To Purchaser/Donee:

Town of Naches  
Attn: Jeff Ranger  
PO Box 95  
Naches, WA 98937

The parties hereto may change the address at which they are to receive notice hereunder by notice in writing in the foregoing manner given to the other. All notices shall be deemed received on the earlier of the date of actual receipt or two (2) calendar days after deposit thereof in the United States mail.

7.6 Exhibits. All documents attached hereto as Exhibits are incorporated herein and made a part of this Agreement as if fully set forth.

7.7 Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement. Counterparts executed and delivered by electronic transmission shall have the same force and effect as a counterpart having original signatures.

[signatures on following page]

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

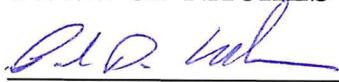
**SELLER / DONOR:**

**Upper Valley Sports & Recreation Association**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER / DONEE:**

**TOWN OF NACHES**

  
\_\_\_\_\_  
By: Paul P. Williams  
Title: Mayor

# Attachment "A" Plat Map

YAKIMA COUNTY GIS

http://www.yakimap.com/servlet/com.cswi.esrimap.Esrimap?name..

Yakima County GIS - Washington  
Land Information Portal

Yakima County Assessor  
Yakima County GIS  
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Search By: Parcel Number

Parcel #

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

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Map Scale: 1 inch = 600 ft

Overlays: Aerial Photography

FEMA  Critical Areas

Contours  Utilities

Map Size: Small (800x600)

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Maps brought to you by:

**Valley Title Guarantee**

Title Insurance & Escrow Service

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(509) 248-4442

Map Report

Copyright (C) Yakima County GIS

Easting(N) : Northing(E)

Longitude(W) : Latitude(N)

One Inch = 600 Feet

Fact: 250 500 750 1000

Click Map to Get Information

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 4/12/2020 11:05:10 PM				PRINTING					
	Parcel Address:	8894 US HWY 12, NACHES, WA 98937				Printer-Friendly Page					
	Parcel Owner(s):	UPPER VALLEY SPORTS & REG ASSN									
	Parcel Number:	17141132002	Parcel Size:	12.73 Acre(s)		Detailed Report					
	Property Use:	76 Parks									
TAX AND ASSESSMENT INFORMATION											
Tax Code Area (TCA):		310	Tax Year:		2020		Print Detailed MAP				
Improvement Value:		\$452800	Land Value:		\$415000						
Current Use Value:		\$0		Current Use Improvement:		\$0					
New Construction:		\$0		Total Assessed Value:		\$867800					
RESIDENTIAL INFORMATION											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Basmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (open/closed)	Carport	Section Map 1in=400ft	
No Residence Information Found.											
SALE INFORMATION								Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	Grantor		Periton		NW-Qtr 1"=200ft    NE-Qtr 1"=200ft SW-Qtr 1"=200ft    SE-Qtr 1"=200ft				
No Sales Information Found.											
DISCLAIMER											
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 674-1100 or (800) 672-7354, or email us.											

OVERLAY INFORMATION			
Zoning:		Jurisdiction:	County
Urban Growth Area:	Not In a UGA	Future Landuse Designation:	Rural Remote/ELDP (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C0683D <span style="float: right;">Download Map</span>
LOCATION INFORMATION			
Latitude: 46° 42' 57.141"		Longitude: -120° 40' 39.074"	
Range: 17		Township: 14	
Section: 11			
Narrative Description: TH PT OF NW1/4 SW1/4 LY SW1/4 OF ST. HIWAY R-W EX BEG AT W1/4 COR OF SEC. TH S 87 D 42'30 E 264.06 FT MOR L TO S1/4 R-W OF ST. HIWAY, TH S49 D 27' E AL R/W 1393.6 FT TO TRUE POB, TH N 49 D 27' W 673.60 FT, TH S33 D 07' W 717.90 FT, TH N 69 D 20' W 369.46 FT, TH S 1 D 33'30 E 439.96 FT TO S LN OF NW1/4 SW1/4, TH S 88 D 01'24 E 1199.78 FT TO SE COR OF NW1/4 SW1/4, TH NW1/4 TO TRUE POB. & EXR-W OF NEW ST. HIWAY			
DISCLAIMER			

**Yakima County GIS - Washington**  
**Land Information Portal**

Yakima County Assessor  
Yakima County GIS  
Yakima County

**First American Title**  
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509.248.7350

Assessor Planning | Real Estate
FAQ | Help | Legend
Search | Tools | Overview

Search By: Parcel Number

Parcel #

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

Map Scale: 1 inch = 600 ft.

Overlays: Aerial Photography

FEMA  Critical Areas

Contours  Utilities

Map Size: Small (800x600)

Maps brought to you by:

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(509) 248-4442

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Easting (E): Northing (N)

Longitude (W): Latitude (N)

Click Map to: [Get Information](#)

One Inch = 600 Feet

Feet: 250 500 750 1000

Map Report

PROPERTY PHOTOS: <a href="#">1</a> <a href="#">2</a> <a href="#">3</a> <a href="#">4</a>		PROPERTY INFORMATION AS OF 4/12/2020 11:06:10 PM				PRINTING				
	Parcel Address:		HWY12/ALLEN RD, WA		Printer-Friendly Page					
	Parcel Owner(s):		UPPER VALLEY SPORTS & REC ASSN							
	Parcel Number:		47141014002	Parcel Size: 31.84 Acre(s)		Detailed Report				
	Property Use:		76 Parks							
TAX AND ASSESSMENT INFORMATION							Print Detailed MAP			
Tax Code Area (TCA):		310	Tax Year: 2020							
Improvement Value:		\$77100	Land Value: \$34800							
Current Use Value:		\$0	Current Use Improvement:		\$0					
New Construction:		\$0		Total Assessed Value:		\$111900				
RESIDENTIAL INFORMATION							SECTION MAPS			
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Basmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (osm/att/b/ln)	Carport	Section Map 1in=400ft
No Residence Information Found.										
SALE INFORMATION							Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	Grantor		Portion					
No Sales Information Found.										
DISCLAIMER										
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 674-1100 or (800) 572-7354, or email us.										

OVERLAY INFORMATION									
Zoning:				Jurisdiction: Naches					
Urban Growth Area:		Naches		Futura Landuse Designation:		Urban (City Limits) (Yakima County Plan 2015)			
FEMA 100 Year:		FEMA Map		FIRM Panel Number:		53077C0683D		Download Map	
LOCATION INFORMATION									
+ Latitude: 46° 43' 03.382"		+ Longitude: -120° 40' 50.176"				Range: 17 Township: 14 Section: 10			
Narrative Description: TH PT OF SE1/4 NE1/4 LY S OF ST. HIWAY ,ALSO NE1/4 SE1/4 LY N OF NACHES RIVER									
DISCLAIMER									
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED. THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION									

1 of 1

4/13/2020, 2:40 PM

Purchase and Sale / Donation Agreement

Page 11

Attachment "B"  
Legal Description

Parcel No. 171411-32002

A parcel of land within the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 14 North, Range 17, E.W.M., bounded as follows:

Beginning at the Northwest corner of said Northwest 1/4; thence South 88°42' East 263 feet to the Southerly right of way line of State Highway No. 5; thence South 50°27' East 1,393.5 feet along said right of way line; thence South 1°16' East 448 feet to the Southeast corner of said Northwest 1/4; thence North 89°02' West to a line bearing South 2°33' East from the point of beginning; thence North 2°33' West 1,343 feet, more or less, to the point of beginning;

EXCEPT that part of the Northwest 1/4 of the Southwest 1/4 of Section 11, Township 14 North, Range 17, E.W.M., bounded as follows: Commencing at the West quarter corner of said Section 11; thence South 87°42'30" East along the North line of said subdivision 264.06 feet, more or less, to the Southerly right of way line of Primary State Highway No. 5; thence South 49°27' East along the said Southerly right of way line 1,393.50 feet to the point of beginning; thence North 49°27' West 673.60 feet; thence South 33°07' West 717.90 feet; thence North 60°20' West 369.46 feet; thence South 1°33'30" East 439.96 feet to the South line of said subdivision; thence South 88°01'24" East along said South line of said subdivision 1199.78 feet to the Southeast corner of said subdivision; thence Northwesterly to the point of beginning.

AND EXCEPT right of way for State Road #12, as conveyed by instrument recorded in Volume 739 of Official Records, under Auditor's File Number 2194355, records of Yakima County, Washington.

Parcel No. 171410-14002

That part of the Northeast 1/4 of the Southeast 1/4 of Section 10, Township 14 North, Range 17, E.W.M., lying North of the Naches River, and that portion of the Southeast 1/4 of the Northeast 1/4 of said section lying Southerly of the right of way of State Highway No. 5. EXCEPT that portion condemned for highway purposes in Yakima County Superior Court Cause 52557.