

RESOLUTION NO. 2016-12

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE REAL ESTATE LISTING EXTENSION AGREEMENT AND BUYERS REPRESENTATION AGREEMENT BETWEEN THE CITY OF BENTON CITY AND THE TRI-CITIES REALTY GROUP, LLC

WHEREAS, the City is the owner of certain real property located approximately at the intersection of Field Rd. and East Jacobs Rd (commonly referred to as the "I-82 Property"; and

WHEREAS, the City of Benton City desires to sell portions of the "I-82 Property" for further development that would promote the economic development of the City; and

WHEREAS, the City of Benton City originally entered into a Real Estate Listing Agreement that expired on May 31, 2016 and more time is needed to secure plans to develop the property and find a buyer; and

WHEREAS, the City of Benton City is currently in discussions with the Department of Natural Resources and may become the owner of property currently referred to as the "DNR Land"; and

WHEREAS, if the City of Benton City is in a position to own the property, the City of Benton City would like to have Tri-City Realty, LLC represent them in listing the property for sale; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign the Real Estate Listing Extension and the Buyer's Representation agreement between the City of Benton City, Washington, and the Tri-Cities Realty Group, LLC, a copy of which is attached hereto and incorporated herein by this reference as Exhibit A; and to take all necessary steps required for the implementation of this Agreement.

ADOPTED this 21 day of June, 2016, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 21 day of June, 2016.

TRI-CITY ASSOCIATION OF REALTORS
CHANGE FORM/SOLD DATA

DATE: May 27, 2015

MLS#: _____

PROPERTY ADDRESS: NKA Benton City, Benton City, Wa 99320

LISTING FIRM Tri-Cities Realty Group, LLC. LISTING BROKER: Bob Clark, Claude Oliver

SUBMITTED BY: Bob Clark, Claude Oliver, Clint Oliver (SIGNATURE OF AUTHORIZED BROKER)
Bob Clark, Claude Oliver, Clint Oliver

(4) CHANGE PRICE TO: \$ _____ (27) EXTEND EXPIRATION DATE TO: December 31, 2017

Check here if listing was Sold, Expired, or Withdrawn and you wish to return to an Active Status.

- * (7) STATUS CHANGE (Check One)
- | | | | |
|-----------------------------------|--------------------------------|-----------------------------------|-------------------------|
| <input type="checkbox"/> 10 - ACT | ACTIVE | <input type="checkbox"/> 30 - UC | Under Contract |
| <input type="checkbox"/> 11 - ATB | Active U/C Take Back Up Offers | <input type="checkbox"/> 31 - UCC | Under Contract Conting. |
| <input type="checkbox"/> 12 - ABM | Active Back On Market | <input type="checkbox"/> 40 - EXP | Expired |
| | | <input type="checkbox"/> 50 - WDN | Withdrawn |
| | | <input type="checkbox"/> 51 - WDT | Withdrawn Temporarily |
| | | <input type="checkbox"/> 60 - RNT | Rented |

SOLD: The following information must be completed on Sold properties. If the listing is not currently in the computer system, complete and attach the appropriate Property Data

(7) SOLD STATUS (Check One)

- 20 - SLD Sold
- 21 - SCP Sold Co-op
- 22 - SNM Sold Non-Member

(77) HOW SOLD (Check One)

- 0 - REC Real Estate Contract
- 1 - CONV Conventional
- 2 - FHA FHA
- 3 - VA VA
- 4 - ASSUM Assumption
- 5 - CASH Cash
- 6 - CFD Contract For Deed
- 7 - FHMA Farm Home Admin.
- 8 - DOT Deed of Trust
- 9 - OTH Other

(78) Contract Date: _____

(79) Closing Date: _____

(80) Sold Price: \$ _____

(81) Days On Market: _____

(82) Selling Agent/Office: _____

(82A) Co-Selling Agent/Office: _____

(83) Days Under Contract: _____

(84) Closing Agent: _____

(85) Appraiser: _____

(86) Seller Concessions: _____ NO, _____ YES; \$ _____

(90) Additional Comments: _____

Owner/Seller Initials: _____

Date: _____

Owner/Seller Initials: _____

Date: _____

OTHER: _____

Owner/Seller Signature: _____ **Date:** _____

City of Benton City

Owner/Seller Signature: _____ **Date:** _____

BUYER'S AGENCY AGREEMENT

This Buyer's Agency Agreement is made this November 20, 2015 between 1
Tri-Cities Realty Group, LLC. ("Real Estate Firm" or "Firm") 2
and City Of Benton City ("Buyer"). 3

1. AGENCY. Firm appoints Clint Oliver/Claude Oliver ("Selling Broker") 4
to represent Buyer. This Agreement creates an agency relationship with Selling Broker and any of Firm's brokers 5
who supervise Selling Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated 6
with Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on 7
Buyer's behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real 8
Estate Agency." 9

2. EXCLUSIVE OR NON-EXCLUSIVE. This Agreement creates a sole and exclusive; non-exclusive (non- 10
exclusive if not checked) agency relationship. 11

3. AREA. Selling Broker will search for real property for Buyer located in the following geographical areas: 12
Pacific Regional Multiple Listing Service (Benton and Franklin Counties, Wa) 13
(unlimited if not filled in) ("Area"). 14

4. FIRM'S LISTINGS/SELLING BROKER'S OWN LISTINGS/DUAL AGENCY. If Selling Broker locates a property 15
listed by one of Firm's brokers other than Selling Broker ("Listing Broker"), Buyer consents to any Supervising 16
Broker, who also supervises Listing Broker, acting as a dual agent. Further, if Selling Broker locates a property 17
listed by Selling Broker, Buyer consents to Selling Broker and Supervising Broker acting as dual agents. 18

5. TERM OF AGREEMENT. This Agreement will expire 12/31/2017 (120 days from signing if not filled in) or by 19
prior written notice by either party. Buyer shall be under no obligation to Firm except for those obligations existing 20
at the time of termination. 21

6. NO WARRANTIES OR REPRESENTATIONS. Firm makes no warranties or representations regarding the value 22
of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections 23
and investigations necessary to satisfy Buyer as to the property's suitability and value. 24

7. INSPECTIONS RECOMMENDED. Firm recommends that any offer to purchase a property be conditioned on 25
Buyer's inspection of the property and its improvements. Firm and Selling Broker have no expertise on these 26
matters and Buyer is solely responsible for interviewing and selecting all inspectors. 27

8. COMPENSATION. Buyer shall pay Firm compensation as follows: 28

Upon successful negotiations for acquiring the Department of Natural Resources land to 29
Benton City, this land will become listed with Tri-Cities Realty Group on terms 30
agreeable to both parties. 31

a. Exclusive. If the parties agree to an exclusive relationship in Paragraph 2 above and if Buyer shall, during the 32
course of this Agreement, purchase a property located in the Area, then Buyer shall pay to Firm the 33
compensation provided for herein. If Buyer shall, within six (6) months after the expiration or termination of 34
this Agreement, purchase a property located in the Area that was first brought to the attention of Buyer by the 35
efforts or actions of Firm, or through information secured directly or indirectly from or through Firm, then Buyer 36
shall pay to Firm the compensation provided for herein. 37

b. Non-Exclusive. If the parties agree to non-exclusive relationship in Paragraph 2 above and if Buyer shall, 38
during the course of or within six (6) months after the expiration or termination of this Agreement, purchase a 39
property that was first brought to the attention of Buyer by the efforts or actions of Firm, or through information 40
secured directly or indirectly from or through Firm, then Buyer shall pay to Firm the compensation provided for 41
herein. 42

BUYER: _____ BUYER: _____

BUYER'S AGENCY AGREEMENT
Continued

- c. **MLS.** Firm will utilize a multiple listing service ("MLS") to locate properties and MLS rules may require the 43 seller to compensate Firm by apportioning a commission between the Listing Firm and Firm. Firm will disclose 44 any such commission or bonuses offered by the seller prior to preparing any offer. Buyer will be credited with 45 any commission or bonus so payable to Firm. In the event that said commission and any bonus is less than 46 the compensation provided in this Agreement, Buyer will pay the difference to Firm at the time of closing. In 47 the event that said commission and any bonus is equal to or greater than the compensation provided for by 48 this Agreement, no compensation is due to Firm herein. If any of Firm's brokers act as a dual agent, Firm 49 shall receive the listing and selling commission paid by the seller plus any additional compensation Firm may 50 have negotiated with the seller. All such compensation shall be credited toward the fee specified above. 51
- 9. **V.A. TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full 52 commission being paid by the seller. 53
- 10. **NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a 54 "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A 55 "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed 56 Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the 57 property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed 58 Homeowner an interest in, or portion of the proceeds from a resale of the property. 59
- 11. **ATTORNEYS' FEES.** In the event of suit concerning this Agreement, including claims pursuant to the Washington 60 Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. The 61 venue of any suit shall be the county in which the property is located. 62
- 12. **OTHER AGREEMENTS (none if not filled in).** 63
No conflicting agency relationship. Each buyer confirms that no buyer has entered into 64
a written or oral agency relationship with any broker or brokerage firm covering the 65
services to be provided under this buyer agency relationship. 66

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy. 67

<u>06/17/2016</u>	<u>Tri-Cities Realty Group, LLC.</u>	68
Buyer _____ City Of Benton City	Date _____ Firm (Company)	

<u>Buyer _____</u>	<u>By: (Selling Broker)</u>	69
Date _____	<u>Clint Oliver/Claude Oliver</u>	
	Clint Oliver/Claude Oliver	

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City, State, Zip

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Phone Fax

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