

**EVERETT SCHOOL DISTRICT NO. 2**  
**BOARD OF DIRECTORS**  
**RESOLUTION NO. 804**

A resolution authorizing the School District to petition the City of Everett and Snohomish County for the vacation of portions of 25<sup>th</sup> Avenue SE, in the vicinity of Eisenhower Middle School, to negotiate for the acquisition of the property to be vacated and, subject to further approval of the Board of Directors, to acquire the same, and to take other actions reasonably necessary to accomplish such vacation and acquisition of the property.

WHEREAS, Everett School District No. 2 ("District") owns a substantial amount of the real property on both sides of 25<sup>th</sup> Avenue SE in the City of Everett, Washington, between 104<sup>th</sup> Place SE and 101<sup>st</sup> Street SE; and

WHEREAS, the District would like to petition the City of Everett for the vacation of the portion of 25<sup>th</sup> Avenue SE adjacent to Eisenhower Middle School; and

WHEREAS, private individuals own two parcels of real property at the intersection of 25<sup>th</sup> Avenue SE and 104<sup>th</sup> Place SE, which are located on the northeast corner (the "Laxton property") and northwest corner (the "Anderson property") of said intersection; and

WHEREAS, the District would like to acquire the portions of 25<sup>th</sup> Avenue SE abutting the Laxton property and the Anderson property; and

WHEREAS, both the Andersons and Laxtons have expressed willingness to convey and quit-claim to the District their respective interests in the portions of 25<sup>th</sup> Avenue SE abutting the Laxton property and the Anderson property, provided that the District pays any and all costs associated with the vacation process; and

WHEREAS, the District would like to petition Snohomish County for the vacation of 25<sup>th</sup> Avenue SE abutting the Laxton property and Anderson property; and

WHEREAS, the District is contemplating construction of improvements on its property at Eisenhower Middle School and has determined that ownership of portions of 25<sup>th</sup> Avenue SE to be so improved would be in the best interests of the District;

NOW, THEREFORE,

BE IT RESOLVED BY THE DISTRICT BOARD OF DIRECTORS AS FOLLOWS:

1. The District shall commission a study to assess the environmental and other conditions of 25<sup>th</sup> Avenue SE in the City of Everett, Washington, between 104<sup>th</sup> Place SE and 101<sup>st</sup> Street SE and abutting the Laxton property and the Anderson property; and

2. The District shall petition the City of Everett to vacate 25<sup>th</sup> Avenue SE abutting the Eisenhower Middle School property, subject to the District's confirmation that the environmental and other conditions of the property are appropriate for school purposes and final approval by the District's Board of Directors of any compensation required by the City as a condition of such vacation; and


3. The District shall petition Snohomish County to vacate 25<sup>th</sup> Avenue SE abutting the Laxton property and the Anderson property, subject to the District's confirmation that the environmental and other conditions of the property are appropriate for school purposes and final approval by the District's Board of Directors of any compensation required by the County as a condition of such vacation; and

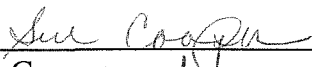
4. The District shall accept from the Laxtons and Andersons quit-claim deeds for their respective interests in the portions of 25<sup>th</sup> Avenue SE abutting the Laxton property and the Anderson property, in the forms attached as Exhibit A and Exhibit B, respectively, upon the District's confirmation that the environmental and other conditions of the property are appropriate for school purposes; and

5. The District's Superintendent and her designees (including, but not limited to, the Director of Facilities and Planning and his designees) are hereby authorized and directed to file said petitions to vacate 25<sup>th</sup> Avenue SE in the City of Everett, Washington, between 104<sup>th</sup> Place SE and 101<sup>st</sup> Street SE and abutting the Laxton property and the Anderson property, to acquire such property (subject to approval by the District's Board of Directors of any consideration required as a condition of such vacation by either the City or Everett or Snohomish County), to acquire the interest of the Laxtons and Andersons in such property to be vacated, and to take all other actions to confirm or perfect the District's title in and to such vacated property and any and all other actions necessary or desirable in connection with or in furtherance of any of the foregoing.

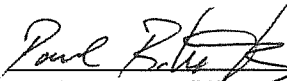
APPROVED this 8<sup>th</sup> day of June, 2004.

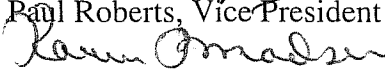
EVERETT SCHOOL DISTRICT NO. 2  
BOARD OF DIRECTORS

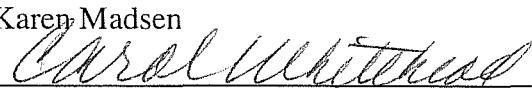
  
\_\_\_\_\_  
Kristie Dutton, President

  
\_\_\_\_\_  
Sue Cooper

  
\_\_\_\_\_  
Roy Yates

  
\_\_\_\_\_  
Paul Roberts, Vice President

  
\_\_\_\_\_  
Karen Madsen

  
\_\_\_\_\_  
Dr. Carol Whitehead, Secretary

# EXHIBIT A

## QUITCLAIM DEED

MATHEW B. LAXTON and DEBRA J. PHELAN, unmarried individuals, as their separate estates ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and quitclaims to EVERETT SCHOOL DISTRICT NO. 2, a political subdivision of the State of Washington ("Grantee"), all of Grantor's right, title and interest in the real property ("Property"), together with all after acquired title of the Grantor therein, described as follows:

ALL THAT PART OF THE PLATTED ROAD (25<sup>TH</sup> AVENUE SOUTHEAST) THAT LIES NORTH OF A LINE THAT IS 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF 104<sup>TH</sup> PLACE SOUTHEAST, AND LIES WESTERLY OF LOT 35, AS SHOWN AND DEDICATED ON THE PLAT OF FIR GROVE ADDITION DIVISION NO. 4, RECORDED IN VOLUME 27 OF PLATS ON PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Without limiting the quitclaim nature of this conveyance, and provided Grantee bears all costs related to the following, Grantor further agrees as follows:

1. Grantor shall cooperate with Grantee in the execution and delivery of any and all documents to vacate, adjust the boundaries of, and in any other action to confirm the boundaries of, the Property, or any portion thereof, and in eliminating any defect or encumbrance to Grantee's title thereto.
2. Grantee may represent Grantor, as agent-in-fact for Grantor, in any proceeding or hearing related to the vacation, adjustment of the boundaries of, and in any other action to confirm the boundaries of, the Property, or any portion thereof, and in eliminating any defect or encumbrance to Grantee's title thereto.
3. In furtherance, and not in limitation, of this conveyance, to the extent that this Quitclaim Deed does not immediately vest fee title to the Property in Grantee, Grantor conveys and quitclaims to Grantee the right to use the Property for any lawful purpose.

The covenants contained in this Quitclaim Deed shall bind Grantor and Grantor's heirs, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**GRANTOR:**

\_\_\_\_\_  
Mathew B. Laxton

\_\_\_\_\_  
Debra J. Phelan

STATE OF WASHINGTON )

) ss.

COUNTY OF SNOHOMISH )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mathew B. Laxton, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Print Name: \_\_\_\_\_

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )

) SS.

COUNTY OF SNOHOMISH )

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Debra J. Phelan, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Print Name: \_\_\_\_\_

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

# EXHIBIT B

## QUITCLAIM DEED

WALLACE L. ANDERSON and SANDRA L. ANDERSON, husband and wife ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and quitclaims to EVERETT SCHOOL DISTRICT NO. 2, a political subdivision of the State of Washington ("Grantee"), all of Grantor's right, title and interest in the real property ("Property"), together with all after acquired title of the Grantor therein, described as follows:

ALL THAT PART OF THE PLATTED ROAD (25<sup>TH</sup> AVENUE SOUTHEAST) THAT LIES NORTH OF A LINE THAT IS 30 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF 104<sup>TH</sup> PLACE SOUTHEAST, AND LIES WESTERLY OF LOT 35, AS SHOWN AND DEDICATED ON THE PLAT OF FIR GROVE ADDITION DIVISION NO. 4, RECORDED IN VOLUME 27 OF PLATS ON PAGE 71, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

Without limiting the quitclaim nature of this conveyance, and provided Grantee bears all costs related to the following, Grantor further agrees as follows:

1. Grantor shall cooperate with Grantee in the execution and delivery of any and all documents to vacate, adjust the boundaries of, and in any other action to confirm the boundaries of, the Property, or any portion thereof, and in eliminating any defect or encumbrance to Grantee's title thereto.
2. Grantee may represent Grantor, as agent-in-fact for Grantor, in any proceeding or hearing related to the vacation, adjustment of the boundaries of, and in any other action to confirm the boundaries of, the Property, or any portion thereof, and in eliminating any defect or encumbrance to Grantee's title thereto.
3. In furtherance, and not in limitation, of this conveyance, to the extent that this Quitclaim Deed does not immediately vest fee title to the Property in Grantee, Grantor conveys and quitclaims to Grantee the right to use the Property for any lawful purpose.

The covenants contained in this Quitclaim Deed shall bind Grantor and Grantor's heirs, successors and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**GRANTOR:**

\_\_\_\_\_  
Wallace L. Anderson

\_\_\_\_\_  
Sandra L. Anderson

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wallace L. Anderson, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Print Name: \_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 Washington, residing at \_\_\_\_\_  
 My commission expires: \_\_\_\_\_

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2004, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sandra L. Anderson, to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

Print Name: \_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 Washington, residing at \_\_\_\_\_  
 My commission expires: \_\_\_\_\_