

EVERETT SCHOOL DISTRICT NO. 2

RESOLUTION NO. 554

A resolution of the Board of Directors (the "Board") of the Everett School District No. 2 (the "District") to purchase real property.

WHEREAS, the District has identified a need for additional real property for school purposes; and

WHEREAS, the Estate of Mary Ellen Monahan (the "Estate") owns property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Monahan Property") which appears suitable for the District's use for such purposes; and

WHEREAS, the District's Assistant Superintendent of Business and the Estate have executed an agreement attached hereto as Exhibit B (the "Agreement"), for the Board's approval, for the District to purchase the Monahan Property for One Hundred Twenty Thousand and no/100 Dollars (\$120,000), subject to and in accordance with the terms of the Agreement (which terms include the District paying the cost of title insurance and all closing costs);

WHEREAS, the Board desires to acquire the Property, but only if it is free of hazardous and dangerous materials and wastes, the District will acquire adequate title, and the property, after investigation, is otherwise suitable for the District's use.

NOW, THEREFORE, BE IT RESOLVED that the actions of the District's Assistant Superintendent of Business in negotiating and executing the Agreement are hereby ratified, affirmed and approved;

AND FURTHER RESOLVED that the District should acquire the Property for \$120,000, subject to and in accordance with the terms of the Agreement, provided that the following conditions, at a minimum, are satisfied:

(a) the Property shall be professionally inspected for hazardous and dangerous materials and wastes within sixty days of the date of this Resolution, and the District shall not purchase the Property unless the Property is free of such materials and wastes; provided that the District, in the District's determination in its sole discretion, may, but shall not be obligated to, accept asbestos or lead typically found in older structures such as those on the Property as long as such materials and wastes may be disposed of during building demolition completely, legally, safely, and

for a cost which is not inconsistent with the District's experience with demolition projects generally;

(b) the District's title to the Property shall be free and clear of all liens and encumbrances except those which are not, in the District's determination in its sole discretion, inconsistent with the District's intended use of the Property, and shall be insurable to meet such standard; and

(c) the "Seller" as defined in the Agreement shall comply with the Agreement;

AND FURTHER RESOLVED that the District's Superintendent, Dr. Jane Hammond (or her authorized designee), be, and she hereby is, authorized and directed to purchase the Monahan Property subject to and in accordance with the terms of this resolution on behalf of the District and take such other and further actions as may be necessary or appropriate to accomplish the purchase.

ADOPTED this 6th day of March, 1995.

EVERETT SCHOOL DISTRICT NO. 2
a municipal corporation in the State of
Washington by

By Sue M. Cooper
Sue Cooper, President

By Paul Baldwin
Paul Baldwin, Vice-President

By Roy Yates
Roy Yates, Member

By Shirley Vandermeer
Shirley Vandermeer, Member

By Mark Nesse
Mark Nesse, Member

ATTEST:

By Dr. Jane Hammond
Dr. Jane Hammond
Secretary for the Board

EXHIBIT A

**Legal Description to Residential Real Estate
Purchase and Sale Agreement Between Everett
School District and Estate of Mary Ellen
Monahan Date October 10, 1994**

That portion of the Southwest Quarter (SW¹/₄) of Section Seven (7), Township 28 N., Range 5 E.W.M., Snohomish County, Washington described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW¹/₄), then north along the east line of the Section 874.96 feet, then west 209.76 feet, then southwesterly along the north boundary line of the county road 900 feet more or less, to the true point of beginning, then north 32°11'40" west 250 feet, then south 57°48'20" west 190.32 feet, then south 1°21'48" west to the north boundary of the county road, then northeasterly along said north line of the county road to the true point of beginning less the state highway.

DENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE SIGNING.

October 10, 1994

The Buyer, Everett School District No. 2, a Washington municipal corporation, agrees to buy and Seller agrees to sell, on the following terms, the property known as in Snohomish County, Washington, Zip 98290 legally described on Exhibit A attached hereto and by this reference incorporated herein.

(Buyer and Seller authorize Listing Agent or Closing Agent to insert or correct, over their signatures, the legal description of the property.) Except in paragraph 11, the terms "Listing Agent" and "Selling Licensee" mean the real estate company.

1. PURCHASE PRICE. The purchase price is One Hundred Thirteen Thousand One Hundred and No/100 Dollars (\$ 113,100.00), including the earnest money.

2. METHOD OF PAYMENT. all cash on closing.

3. FINANCING. This offer ☒ is not conditioned on Buyer obtaining a ☐ Conventional ☐ FHA ☐ VA purchase loan. (If it is, attach PSMLA Addendum No. 22A.)

4. CONTINGENCY. This agreement ☒ is not conditioned on the sale of Buyer's home. (If it is, attach PSMLA Addendum No. 22B.)

5. STRUCTURAL/HAZARDOUS MATERIALS INSPECTION. This Agreement ☒ is not conditioned on a professional inspection of the structural, mechanical and general condition of the property. (If it is, attach PSMLA Addendum No. 3 or other Building Inspection Addendum.)

☒ is not conditioned on a professional hazardous materials inspection of the property. (If it is, attach PSMLA Addendum No. 35B or other Hazardous Materials Inspection Addendum.)

The parties acknowledge that the Listing Agent and Selling Licensee have no expertise on these matters, and recommend the above inspections.

5a. RIGHT TO FARM AND RIGHT TO PRACTICE FORESTRY DISCLOSURES (Snohomish County Only). The property ☒ is not "designated farmland" or situated within 1300 feet of "designated farmland" in Snohomish County, Washington. (If it is, attach PSMLA Addendum No. 22G or equivalent.) The property ☒ is not "designated forest land" or situated within 300 feet of "designated forest land" in Snohomish County, Washington. (If it is, attach PSMLA Addendum No. 22H or equivalent.)

6. UTILITIES. Seller warrants that the property is connected to a: ☒ public water main ☐ well ☒ public sewer main ☐ septic tank ☐ none of the foregoing.

7. LEASED FIXTURES. THE FOLLOWING FIXTURES ARE LEASED: ☒ none ☐ furnace ☐ gas conversion burner ☐ hot water heater ☐ other: _____

8. CLOSING OF SALE. The Closing Agent shall be Bay Town Escrow or such other closing agent as Buyer shall designate. If paragraph 4 above is not conditioned on sale of Buyer's home this sale shall be closed on 10 days (10 days if not filed in) after closing the sale of Buyer's home or 30 days (30 if not filed in) after Buyer's waiver of that contingency, or as agreed by agreement of the parties.

9. FIRPTA - TAX WITHHOLDING AT CLOSING. The Closing Agent is instructed to prepare a certification (PSMLA Addendum No. 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

10. POSSESSION. Buyer shall be entitled to possession ☒ on closing ☐ "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller agrees to maintain the property and included appliances in their present condition, normal wear and tear excepted, until Buyer is entitled to possession.

11. DISCLOSURE OF AGENCY OR NON AGENCY. At the signing of this Agreement, the Selling Licensee (insert name of Licensee and the company name as licensed)

represented The Listing Agent (insert Seller, Buyer, both Seller and Buyer or neither Seller nor Buyer)

represented Each party signing this Agreement confirms that prior oral and/or written disclosure of agency or non-agency was provided to him/her in this transaction.

12. INCLUDED ITEMS. Any of the following personal property located in or on the property is included in this sale: built-in appliances; wall-to-wall carpeting; curtains, drapery and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning, and heating equipment; wood stoves; fireplace inserts, doors, gas logs and gas log lighters; irrigation fixtures and equipment; electric garage door openers; water heaters; installed electrical fixtures; lights and light bulbs; shrubs, plants and trees; hot tubs; and all bathroom and other fixtures.

13. CONDITION OF TITLE. Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not encumber the title to the property: rights, reservations, covenants, conditions and restrictions presently of record and general to the area; easements and encroachments not materially affecting the value of or unduly interfering with Buyer's reasonable use of the property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by the Seller on or before closing.

14. TITLE INSURANCE. Seller authorizes Lender or Closing Agent, at Seller's expense, to apply for a standard form buyer's policy of title insurance, with an extended protection and which shall protect an encumbrance available to the lender. The preliminary commitment therefor, and the title policy to be issued, shall contain exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title hereinafter provided. Unless otherwise provided in the closing documents, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be returned to the Buyer upon any defects discovered in paragraph 27 hereof, and this Agreement shall thereupon be terminated.

15. CONVEYANCING/PERFORMANCE. WARRANTY DEED. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a Buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a Buyer's assignment of the contract sufficient to convey after acquired title.

SECURITY. This Agreement is for sale on a Real Estate Contract or Note secured by Deed of Trust, the parties agree to the FORMS ATTACHED HERETO as an institution providing financing requires different forms. If Real Estate Contract Form LPB-44 is attached hereto, only those optional clauses in that form required by terms of this Agreement shall apply.

LIABILITY FOR PAYMENTS. The holder is entitled to collect payments on a Real Estate Contract or Note EVEN THOUGH THE BUYER ABANDONS and/or offers to claim the property to the holder.

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
(CONTINUED)

19. ~~SEATTLE REQUIREMENTS. If the property is in the City of Seattle, Seller agrees to comply with the following Seattle ordinances before closing of this sale: (a) Deliver to Buyer a Certificate of Land Use and Local Assessments (not applicable to single family dwellings not represented to be a lawful site for more than one dwelling unit); and (b) U.L. approved smoke detectors are installed. Only in buildings constructed before 1980 may the smoke detectors be battery powered.~~
21. **CLOSING COSTS AND PRORATION.** Seller and Buyer shall each pay one-half of escrow fee unless this sale is FHA or VA financed, in which case it shall be paid according to FHA or VA regulations. Seller shall pay real estate excise tax. Taxes for the current year, rent, interest, and lienable homeowners association dues shall be prorated as of closing. Buyer agrees to pay Buyer's loan costs, including credit report, appraisal charge and mortgagee's title insurance. Unless provided otherwise in this Agreement, If any payments are delinquent on encumbrances which will remain after closing, Closing Agent is instructed to pay them at closing from money due, or to be paid by, Seller. Buyer agrees to pay for remaining oil in fuel tank if, prior to closing, Seller obtains a written statement as to the quantity and current price from the supplier. Seller agrees to pay all utility charges (including unbilled charges). Buyer understands that the Listing Agent and Selling Licensee are not responsible for, or to insure payment of, Seller's utility charges.
22. **INSULATION - NEW CONSTRUCTION.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in: (If insulation is not yet selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available.)
- WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____
- CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____
- ~~OTHER INSULATION DATA: _____~~
23. **NOTICES.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing; signed by any one Buyer or Seller (including either husband or wife); and received by or at the office of Selling Licensee who, for this limited purpose, shall be the Agent of both parties. Any time limit not applicable to a notice shall commence on the day following receipt of the notice by the Selling Licensee, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. SELLER AND BUYER MUST KEEP SELLING LICENSEE ADVISED OF THEIR WHEREABOUTS TO RECEIVE PROMPT NOTIFICATION OF RECEIPT OF A NOTICE. SELLING LICENSEE HAS NO RESPONSIBILITY TO ADVISE OF RECEIPT OF A NOTICE BEYOND EITHER PHONING THE PARTY OR DELIVERING A COPY OF THE NOTICE TO BE DELIVERED TO THE PARTY'S ADDRESS ON THIS AGREEMENT.
24. **FACSIMILE TRANSMISSION.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.
25. **BUYER'S FUNDS TO CLOSE.** Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.
26. **ADDENDUMS.** In addition to any other Addendums referred to in this Agreement, the following Addendums are attached hereto: ☐ None ☒ **Exhibits A and B are incorporated herein by this reference.**
27. **EARNEST MONEY RECEIPT.** Selling Licensee acknowledges receipt from Buyer of \$_____ earnest money, in the form of: ☐ Cash ☐ Personal check ☐ Promissory note due _____, 19____ ☐ Other _____, to be held: ☐ By the Closing Agent ☐ In Selling Licensee's pooled trust account (with interest paid to the Washington Housing Fund). Selling Licensee may, however, transfer the earnest money to the Closing Agent.
- If the earnest money is to be held by Selling Licensee and is over \$5,000, it shall be deposited to: ☐ Selling Licensee's pooled trust account ☐ A separate trust account in Selling Licensee's name, with the interest credited at closing to Buyer/Seller (strike one) whose Social Security (or taxpayer ID) Number is: _____ If this sale fails to close, whoever is entitled to the earnest money is entitled to the interest.
- Selling Licensee shall not deposit any check until Buyer and Seller have signed this Agreement. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, the Selling Licensee may deduct and pay them therefrom.
- SELLING LICENSEE (COMPANY) _____ OFFICE NO. _____ OFFICE PH. _____ OFFICE FAX# _____
- BY _____ PRINT NAME _____ HOME PH. _____
28. **DEFAULT AND ATTORNEY'S FEES.** If the following conditions are met, and the Buyer fails, without legal excuse (grounds) to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure:
- (1) The earnest money does not exceed 5% of the purchase price.
- (2) If Buyer is purchasing the property primarily for personal, family or household purposes, Buyer and Seller must initial here for the above clause to apply:
- SELLERS _____ BUYERS _____
- If both the above conditions are not met, and Buyer fails, without legal excuse (grounds), to complete the purchase of the property, Seller shall have the option to either: (a) Retain the earnest money as liquidated damages, (b) Collect actual damages, or (c) Obtain specific performance together with any incidental damages.
- If Buyer, Seller, Listing Agent or Selling Licensee institutes suit concerning this Agreement, including, but not limited to claims pursuant to the Washington Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. In the event of trial the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the property is located.
29. ~~COUNTEROFFERS. If either party makes a future counteroffer, the other party shall have until 9:00 a.m. on the _____ day (if not filled in, the second day) following to receipt by or at the office of Selling Licensee to accept the counteroffer, unless agreed with draw. Acceptance is not effective until a signed copy thereof is received by or at the office of Selling Licensee. If the counteroffer is not accepted, it shall lapse and the earnest money shall be refunded to the Buyer.~~
30. **AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.** Buyer offers to purchase the property on the above terms and conditions. Seller has until midnight of October 20, 1994 to accept this offer (if not filled in, the day following the last Buyer signature date below). Acceptance is not effective until a signed copy thereof is actually received by or at the office of Selling Licensee. If this offer is not so accepted, it shall lapse and Selling Licensee shall refund the earnest money to Buyer.
- BUYER EVERETT SCHOOL DISTRICT NO. 2 DATE _____ 19____
- BUYER By Jeffery S. Kuehl DATE Oct. 11, 1994
- BUYER'S PHONE: HOME _____ OFFICE _____
- BUYER'S ADDRESS 4730 Colby Avenue, Everett, WA. ZIP 98203
31. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing agreement. The commission shall be apportioned between Listing Agent and Selling Licensee as specified in the listing. If there is no written listing agreement, Seller agrees to pay Selling Licensee a commission of _____ % of sales price or \$_____. Seller assigns to Listing Agent and Selling Licensee a portion of the sales proceeds equal to the commission. If earnest money is retained as liquidated damages, any costs advanced or committed by Listing Agent or Selling Licensee for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be divided equally between (1) Seller and (2) Listing Agent and Selling Licensee per the commission or listing agreement. Seller acknowledges receipt of a copy of this Agreement signed by both parties.
- SELLER ESTATE OF MARY ELLEN MONAHAN DATE _____ 19____
- SELLER By James Monahan DATE NOV. 6 1994
- PRINT SELLER'S NAMES _____
- SELLER'S PHONE: HOME 2100 120TH PL SE OFFICE _____
- SELLER'S ADDRESS Bellvue, Wa. 98005 ZIP _____
- LISTING OFFICE _____ OFFICE NO. _____ OFFICE PH. _____ MLS NO. 95
32. **BUYER'S RECEIPT.** Buyer acknowledges receipt of a Seller signed copy of this Agreement, on 2/23, 1995
- BUYER [Signature] BUYER _____

EXHIBIT A

**Legal Description to Residential Real Estate
Purchase and Sale Agreement Between Everett
School District and Estate of Mary Ellen
Monahan Date October 10, 1994**

That portion of the Southwest Quarter (SW¼) of Section Seven (7), Township 28 N., Range 5 E.W.M., Snohomish County, Washington described as follows:

Beginning at the southeast corner of the Southwest Quarter (SW¼), then north along the east line of the Section 874.96 feet, then west 209.76 feet, then southwesterly along the north boundary line of the county road 900 feet more or less, to the true point of beginning, then north 32°11'40" west 250 feet, then south 57°48'20" west 190.32 feet, then south 1°21'48" west to the north boundary of the county road, then northeasterly along said north line of the county road to the true point of beginning less the state highway.

EXHIBIT B

**ADDITIONAL TERMS AND CONDITIONS TO RESIDENTIAL
REAL ESTATE PURCHASE AND SALE AGREEMENT
BETWEEN EVERETT SCHOOL DISTRICT AND ESTATE OF
MARY ELLEN MONAHAN DATED OCTOBER 10, 1994**

1. **Closing Costs and Prorations.** Purchaser shall pay all closing costs incurred in connection with this transaction including, without limitation, the escrow fee, the excise tax and title insurance premium. Taxes for the current year and any assessments or like items shall be prorated as of closing.

2. **Hazardous Waste.** Seller warrants and represents to Buyer that (i) the property is free of the presence of hazardous substances and (ii) the property is in compliance with all environmental laws, however and wherever promulgated.

"Hazardous Substances" means any industrial waste, toxic waste, chemical contaminant or other substance considered hazardous to life, health or property, including, without limitation, any substance designated as hazardous or toxic under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Safe Water Drinking Act, 42 U.S.C. § 300F, the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Hazardous Waste Management Statute, Chapter 70.95 RCW, the Hazardous Waste Fee Statute, Chapter 70.105A RCW, any "mini-superfund" or other statutes enacted by the Washington Legislature, including, without limitation, Chapter 70.105B RCW and any substance defined as hazardous, dangerous or toxic by any governmental authority with jurisdiction over Seller's property.

3. **Closing.** Seller and Buyer agree to cooperate to close this transaction as soon as possible but in no event later than ninety (90) days from the date of this agreement; provided, however, Buyer shall not be required to close until thirty (30) days after the hazardous materials inspection or the completion of the survey, whichever is later.

4. **Condition of Title.** Title shall be conveyed by Seller to Buyer at closing by statutory warranty deed subject to no encumbrances or other defects.

2/23/95
S Seller will still take from house
@ 10 antique light fixtures, 2 sets of french
leaded doors (in entrance of house), and a cupboard/
cabinet in the pantry/kitchen & bookcases in living room

EM
2-15-95