

EVERETT SCHOOL DISTRICT NO. 2

RESOLUTION NO. 602

A resolution of the Board of Directors (the "Board") of the Everett School District No. 2 (the "District") to purchase real property for an addition to Evergreen Middle School campus.

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

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

WHEREAS, representatives of the District and the City have been negotiating the potential terms of an agreement for the District to purchase the City Property for One Hundred Twenty-Five Thousand Dollars (\$125,000); and

WHEREAS, a form of agreement, setting forth proposed terms and conditions of purchase developed in such negotiations is attached hereto as Exhibit B (the "Agreement"); and

WHEREAS, a market value appraisal of the City Property has been obtained by the City of Everett through McCauley & Associates (a professionally-designated real estate appraiser as defined by RCW 74.46.020), and based upon such appraisal, the financial terms and conditions of the Agreement are consistent with applicable law; and

WHEREAS, the Board desires to acquire the City 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 Superintendent, Dr. Jane Hammond (and her authorized designees), in negotiating the Agreement are hereby ratified, affirmed, authorized and approved;

AND FURTHER RESOLVED that the District's Superintendent, Dr. Jane Hammond (or her authorized designees), be, and she hereby is, authorized and directed to execute the Agreement on behalf of the District;

AND FURTHER RESOLVED that the District should acquire the City Property for One Hundred Twenty-Five Thousand Dollars (\$125,000), subject to and in accordance with the terms of the Agreement, provided that the following conditions, at a minimum, are satisfied:

(a) the City 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 City Property unless the City 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 City 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 City 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 City 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 designees), be, and she hereby is, authorized and

ADOPTED this 4th day of November, 1996.

By Suc M. Cooper
Suc M. Cooper, President

By Roy Yates
Roy Yates, Member

By Paula Kelley-Clarke
Paula Kelly-Clarke, Member

By Dr. Jane Hammond
Secretary for the Board

EXHIBIT A

**Legal Description to Vacant Land
Purchase and Sale Agreement Between Everett
School District and City of Everett
Dated _____, 1996**

All that portion of the North 200 feet of the West 220 feet of the Northwest quarter of the Southwest quarter of Section 7, Township 28 North, Range 5 East, W.M., less the West thirty (30) feet for road purposes.

Situate in the County of Snohomish, State of Washington.

EXHIBIT B

The Agreement

VACANT LAND PURCHASE AND SALE AGREEMENT



_____, 1996

The Purchaser, Everett School District No. 2, agrees to buy and Seller agrees to sell, on the following terms, the property known as the 76th Street and Beverly Lane Site, City of Everett, Snohomish County, Washington, Zip: 98203 legally described as shown on the attached Exhibit "A".

1. **PURCHASE PRICE.** The purchase price ONE HUNDRED AND TWENTY FIVE THOUSAND & NO/100 DOLLARS & NO/100 (\$125,000.00) in U.S. currency or funds, including the earnest money.
2. **METHOD OF PAYMENT.**
The full purchase price in U.S. currency or funds shall be paid on or before closing.
3. **CLOSING OF SALE.** This sale shall be closed on April 1, 1997 or sooner by agreement of the parties, by Chicago Title Insurance Company or such other closing agent as Seller shall designate.
4. **FIRPTA-TAX WITHHOLDING AT CLOSING.** The Closing Agent is instructed to prepare a certification (PSMLA Form 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.
5. **POSSESSION.** Purchaser 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 fixtures in their present condition, normal wear and tear excepted, until Purchaser is entitled to possession.
7. **CONDITION OF TITLE.** Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be unmarketable: 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 the Purchaser's intended use of the property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Purchaser shall be paid by Seller on or before closing.
8. **TITLE INSURANCE.** Seller, at Seller's expense, will supply a standard form Purchaser's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost. The preliminary commitment therefor, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form, or if other exceptions are shown, they shall be deemed acceptable to Purchaser if written notice to the contrary is not given by Purchaser within 10 days of Purchaser's receipt of title commitment.

INITIALS: PURCHASER_____ SELLER_____

9. **CONVEYANCING/PERFORMANCE.** Title shall be conveyed by a Quit Claim Deed.
PERFORMANCE. Time is of the essence of this Agreement.
10. **ASSIGNMENT.** Purchaser may not assign this Agreement, or Purchaser's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.
11. **CLOSING COSTS AND PRORATION.** Seller and Purchaser shall each pay one-half of escrow fee. Seller shall pay real estate excise tax if such tax payment is required by the County. Taxes for the current year, rent, interest, and lienable homeowner's association dues (if any) shall be prorated as of closing. 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.
12. **NOTICES.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing; signed by any one Purchaser (including either husband or wife) or authorized representative of Seller; and received by the other party. Any time limit in or applicable to a notice shall commence on the day following receipt of the notice by the receiving party, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day.
13. **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.
14. **PURCHASER'S FUNDS TO CLOSE.** Purchaser represents that Purchaser has submitted \$ 0 as earnest money, but 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.
15. **ADDENDUMS.** In addition to any other Addendums referred to in this Agreement, the following Addendums are attached hereto: (X)None () _____

16. **DEVELOPMENT AND/OR CONSTRUCTION - FEASIBILITY AND COST ARE THE PURCHASER'S RESPONSIBILITY TO VERIFY.** Purchaser should inquire at the appropriate departments of the City or County, and water, sewer or other special districts in which the property is located. Purchaser's inquiry should include, but not be limited to: any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the property; whether the property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; water, sewer and utility connection charges; and all other charges that must be paid.

INITIALS: PURCHASER _____ SELLER _____

- If Purchaser or Seller institutes suit under this Agreement, each party shall pay its own court costs and attorney's fees. The venue of any suit shall be Snohomish County.

- PURCHASER Everett School District No. 2 DATE 19

By:

PURCHASER'S ADDRESS _____ ZIP _____

INITIALS: PURCHASER _____ SELLER _____

24. **SELLER'S ACCEPTANCE.** Seller agrees to sell the property on the terms and conditions herein. Seller acknowledges receipt of a copy of this Agreement, signed by both parties.

SELLER _____ DATE _____ 19 _____

City of Everett
Edward D. Hansen, Mayor

SELLER'S REPRESENTATIVE Craig Fullerton or Kathryn Thompson

OFFICE PHONE (206)259-8941 FAX (206)259-8856

SELLER'S REPRESENTATIVE'S
ADDRESS City of Everett, 3200 Cedar St., Everett WA 98201

ATTEST

City Clerk

APPROVED AS TO FORM

City Attorney

25. **PURCHASER'S RECEIPT.** Purchaser acknowledges receipt of a Seller signed copy of this Agreement, on _____, 19 _____

PURCHASER _____

INITIALS: PURCHASER _____ SELLER _____

Exhibit "A"

LEGAL DESCRIPTION EXHIBIT

ALL THAT PORTION OF THE NORTH 200 FEET OF THE WEST 220 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., LESS THE WEST THIRTY (30) FEET FOR ROAD PURPOSES.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.