

EVERETT SCHOOL DISTRICT NO. 2

RESOLUTION NO. 1068

**Surplus Property
to Satisfy Obligations in Relinquishing Forest Service Permit**

A Resolution of the Board of Directors (the "Board") of Everett School District No. 2 (the "District") declaring certain personal property "surplus" for purposes of satisfying the District's obligations in relinquishing United States Department of Agriculture Forest Service (the "Forest Service") Special Use Permit Authorization ID DAR210103 (as amended, the "Permit").

WHEREAS, the District is holder of the Permit, which authorizes the District's use of certain federal property, comprising approximately 8.55 acres of National Forest System Lands in the Darrington Ranger District, located in the Southeast 1/4 of Section 23, Township 30N, Range 9E, W.M., Snohomish County, Washington (the "Camp Silverton Site");

WHEREAS, the District has determined that, due to budgetary constraints, it is no longer feasible to operate and maintain the Camp Silverton Site and, as a result, the District allowed the Permit to expire December 31, 2009;

WHEREAS, the District has endeavored to identify a suitable party to obtain a new special use permit from the Forest Service, and, thereby, assume responsibility for, and the use of, the Camp Silverton Site, but the District was unable to do so;

WHEREAS, with respect to the District's obligations upon termination of the Permit, the Permit provides as follows:

Upon abandonment, termination, revocation, or cancellation of this Permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit.

WHEREAS, the District has determined that none of the structures and improvements located on the Camp Silverton Site are reasonably capable of being relocated without material damage thereto;

WHEREAS, the District has entered that certain Memorandum of Agreement (the "MOU"), mutually executed December 20, 2011, between the District and the Forest Service, pursuant to which the Forest Service agreed to allow the District to leave certain structures and improvements in place on the Camp Silverton Site, thereby reducing the District's obligations in connection with the termination of the Permit, subject to certain terms and conditions, including the District's agreement to perform certain restoration work at the Camp Silverton Site;

WHEREAS, all of the structures and improvements on the Camp Silverton Site that are owned by the District constitute personal property and the Board is authorized under RCW 28A.335.090 to sell such personal property;

WHEREAS, the Board has determined that the personal property described on Exhibit A attached hereto and incorporated herein by this reference (the "Surplus Property") is not currently needed for school purposes; and

WHEREAS, the Board has further determined that releasing its interest in the Surplus Property in order to terminate its obligations under the Permit is in the current best interest of the District and does not interfere with the District's current educational program and related activities.

NOW, THEREFORE, be it resolved that:

(a) the Board declare, and hereby declares, the Surplus Property to be surplus as it is currently not needed by the District for school purposes, such declaration being made for the sole purpose of terminating the District's obligations in connection with such Surplus Property and the Permit pursuant to the above-noted statutory authorization; and

(b) the Board authorize, and hereby authorizes, the Superintendent of the District (or his designee) to: execute, acknowledge and deliver all necessary documents, including the attached amendment to the Memorandum of Agreement, and do any and all other things necessary and advisable to be done to accomplish the foregoing disposition of the Surplus Property all in accordance with applicable law.

ADOPTED this 10th day of September, 2013, and authenticated by the signatures below:

BOARD OF DIRECTORS:


Jeff Russell, President


Carol Andrews, Vice President

Pam LeSesne, Director

Jessica Olson, Director


Ed Petersen, Director

ATTEST:



Dr. Gary D. Cohn
Superintendent & Secretary to the Board of Directors
Everett School District No. 2

Exhibit A

Description of Surplus Property

1. Resource Center
2. Kitchen/Dining Hall (subject to removal)
3. Cabin "Alpine" (subject to removal or relocation)
4. Cabin "Rucker" (subject to removal or relocation)
5. Cabin "Cascade" (subject to removal or relocation)
6. Generator Building including generator and electrical systems
7. Equipment/Storage Building
8. Main Restroom Building
9. Mechanical Building and water treatment system
10. Water pump/tank on hill and water lines

AMENDMENT TO
MEMORANDUM OF AGREEMENT

This AMENDMENT TO MEMORANDUM OF AGREEMENT (this "Amendment") is entered this ____ day of _____, 2013 (the "Effective Date") by and between the Everett School District No. 2, a Washington municipal corporation (the "District") and USDA Forest Service, Mt. Baker-Snoqualmie National Forest (the "Forest Service").

RECITALS

- A. This District and the Forest Service are parties to that certain Memorandum of Agreement (the "MOA"), mutually executed December 20, 2011, with respect to the District's relinquishment of the Camp Silverton facilities (the "Facilities") subject to Forest Service special use permit no. DAR210103 (the "Permit") and the full and final termination of the Permit and release of any and all of the District's obligations thereunder.
- B. The MOA indicates the parties' express intention to terminate the Permit in 2012.
- C. The District has timely completed all of its obligations under the MOA with the exception of its obligations under Section 2 thereof.
- D. Section 2 of the MOA requires the District to tear down and remove unwanted buildings identified by the Forest Service following the Forest Service's evaluation as to whether any of the Facilities is eligible for the National Register of Historic Places (the "Historic Places Evaluation"). Those buildings were identified as the kitchen/dining hall and three A-frame cabins.
- E. Section 1 of the MOA requires the District to perform maintenance and repair on the Facilities so they are safe and usable, before transfer to the Forest Service.
- F. The Forest Service has not completed the Historic Places Evaluation and, as a result, the District cannot complete its obligations under Section 2 of the MOA.
- G. In order to avoid further delay of the termination of the Permit, the parties desire to enter this Amendment to provide for (i) the Forest Service's removal and/or relocation of any or all of the Facilities as the Forest Service sees fit; and (ii) the District's reimbursement of a portion of the cost of the removal and/or relocation of such Facilities, all as more particularly set forth herein.

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the MOA as follows:

1. **Reimbursement of Building Removal and/or Relocation Costs.** The District shall reimburse the Forest Service for its out of pocket third party costs actually incurred in removing and/or relocating any one or more of the kitchen/dining hall and the remaining three A-frame cabins from their current location ("Removal/Relocation Costs") up to Thirty-six Thousand, Four Hundred and Sixty-one Dollars and Eighty-four cents (\$36,461.84) (the "Reimbursement Fund"), subject to the terms and conditions set forth herein. The Forest Service shall provide a copy of the completed Washington

Historic Places Evaluation and approval for removal and/or relocation of the hall and cabins prior to the first request for reimbursement. The District shall make any such reimbursement within thirty (30) days following receipt of a written request therefor (each, a "Reimbursement Request"), which Reimbursement Request shall be accompanied by an invoice setting forth the amount of the Removal Costs to be reimbursed and a reasonably detailed description of the work done in connection therewith. The District's obligation to reimburse the Forest Service for Removal and/or Relocation Costs shall expire at 11:59 p.m. on December 31, 2014 and, thereafter, the District shall have the right to retain any remaining amounts in the Reimbursement Fund, subject to payment of the amount of any pending Reimbursement Request properly made prior to January 1, 2015.

2. **Transfer.** Concurrent herewith, the District shall convey the Facilities to the Forest Service pursuant to a Bill of Sale in the form attached hereto as Exhibit A.

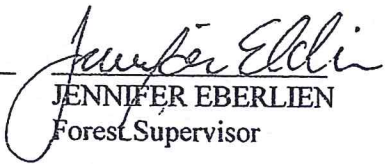
3. **Termination and Release.** As of the Effective Date, subject to the District's performance of its obligations under Section 1 of this Amendment, the Forest Service and the District forever release and discharge each other from all obligations and liabilities arising under or in connection with the Permit and the MOA, the Facilities, and any and all real and personal property associated therewith (collectively, "Obligations"), and all claims, demands, actions, causes of action, suits and judgments (collectively, "Claims"), whether caused or arising before or after the Effective Date, which the Forest Service or the District may have had as of the Effective Date or which the Forest Service or the District may or will have at any time thereafter, whether known or unknown, foreseeable or unforeseeable, due to any matter in connection with the Permit, the MOA, the Facilities, or any real or personal property associated therewith. This mutual release under this section shall survive execution of this Amendment.

4. **Remaining Provisions.** Except as set forth in this amendment, all other provisions in the MOA remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

DR. GARY COHN
Superintendent

Date


JENNIFER EBERLIEN
Forest Supervisor

Date

EVERETT SCHOOL DISTRICT NO. 2
4730 Colby Avenue
Everett, WA 98203

UNITED STATES OF AMERICA
USDA Forest Service, Mt. Baker-
Snoqualmie National Forest
2930 Wetmore Avenue, Suite 3A
Everett, WA 98201

EXHIBIT A

FORM OF BILL OF SALE

This Bill of Sale ("Bill of Sale") is made and entered into as of _____, 2012, by and between THE EVERETT SCHOOL DISTRICT NO. 2, a Washington municipal corporation, ("Transferor") and THE UNITED STATES, acting by and through the USDA - FOREST SERVICE, MT. BAKER-SNOQUALMIE NATIONAL FOREST ("Transferee").

WHEREAS, Transferor and Transferee are parties to that certain Memorandum of Agreement, mutually executed December 20, 2011, as amended pursuant to that certain Amendment to Memorandum of Agreement of even date herewith (collectively, the "MOA"), regarding the removal and transfer of certain personal property owned by Transferor and located on approximately 8.55 acres of National Forest System Lands on the Darrington Ranger District in the Southeast 1/4 of Section 23, Township 30N, Range 9E, W.M., Snohomish County, Washington.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the provisions of the MOA, Transferor does hereby assign, transfer, and convey to Transferee, its successors and assigns, all of Transferor's right, title and interest in and to the improvements listed on the attached Exhibit A (the "Improvements"), free and clear of all liens.

Transferee acknowledges and agrees that Transferor has not made, does not make, and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Improvements, (b) the quality, merchantability or fitness for a particular purpose of any of the Improvements, or (c) any other matter with respect to the Improvements other than that they are conveyed free and clear of liens.

Transferee further acknowledges and agrees that, having been given the opportunity to inspect the Improvements, Transferee is relying solely on its own investigation of the Improvements and not on any information provided or to be provided by Transferor. Transferee further acknowledges and agrees that the sale of the Improvements as provided for herein is made on an "as is, where is" condition and basis "with all faults." Notwithstanding anything in the MOU to the contrary, in the event of conflict between this Bill of Sale and the MOU, this Bill of Sale shall control.

IN WITNESS WHEREOF, this Bill of Sale is executed as of the date first written above.

DR. GARY COHN
Superintendent

Date

JENNIFER EBERLIEN
Forest Supervisor

Date

EVERETT SCHOOL DISTRICT NO. 2
4730 Colby Avenue
Everett, WA 98203

UNITED STATES OF AMERICA
USDA Forest Service, Mt. Baker-
Snoqualmie National Forest
2930 Wetmore Avenue, Suite 3A
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Exhibit A
Schedule of Improvements

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