

City Notice Address	Real Property Manager City of Everett 2930 Wetmore Ave., Suite 8A Everett, WA 98201
Additional Provisions, if any	N/A

B. TERMS AND CONDITIONS

1. Right of First Refusal. Owner agrees not to sell, transfer, exchange, grant an option to purchase, or otherwise dispose of the Property or any part of, or interest in, the Property without first offering the Property to the City on the terms and conditions set forth in this Agreement. As used in this Agreement, the term “sell” includes a ground lease of the Property with primary and renewal terms of more than 5 years in the aggregate.

1.1 When Owner receives from a third party (the “*Third-Party Offeror*”) a bona fide offer to purchase the Property, or a part of it or an interest in it, that Owner desires to accept, Owner must give the City written notice (the “*Notice*”) of the price, terms, and conditions of the offer and deliver a copy of the executed contract evidencing the offer (the “*Offer*”) to the City.

1.2 When the City receives the Notice and a copy of the Offer, the City will have the prior and preferential right to purchase the Property (or the part of or interest in the Property covered by the Offer, as the case may be) at the same price and on the same terms and conditions as are contained in the Offer, except that if the City exercises the right of first refusal by electing to purchase the Property then (1) the closing of the transaction contemplated by the Offer will take place no earlier than 90 days after the date that the City elects to exercise the right of first refusal, and (2) the City will receive a credit against the sale price of the Property in an amount equal to any brokerage commission that Owner may save by selling the Property to the City rather than the Third-Party Offeror.

1.3 The City will have 20 days from the date that the City receives the Notice and a copy of the Offer to notify Owner whether the City elects to purchase the Property under the terms of the Offer. During the 20-day period the City may, with prior notice to Owner and at reasonable time(s), enter upon the Property to conduct non-invasive due diligence, such as appraisal inspections and surveys. If the City elects to exercise its right to purchase the Property, then, in addition to giving Owner written notice of its election within the 20-day period, the City also must, within the 10 days after such 20-day period, tender an amount equal to the earnest-money deposit, if any, specified in the Offer, which will be held and used in accordance with the terms of the Offer.

1.4 If the City fails to timely exercise its right to purchase the Property under the terms of this Agreement, then Owner will be entitled to sell the Property according to the terms of the Offer to the Third-Party Offeror, subject to the terms of section 1.5. If the sale

contemplated by the Offer is completed, this Agreement will terminate and be of no further force or effect.

1.5 If the City, with respect to an Offer, fails to timely exercise its right to purchase the Property under the terms of this Agreement, and for any reason Owner does not sell or convey the Property to the Third-Party Offeror on the terms contained in such Offer, then Owner remains obligated to provide Notice of any other offer that Owner desires to accept, and such offers will be subject to the City's right of first refusal under this Agreement.

1.6 If City elects to purchase the Property and any element of the consideration specified in the Offer is not cash or deferred purchase money (e.g., an exchange of property or performance of covenants other than the payment of money), then the City may elect to have the nonmonetary consideration appraised by an independent Member of the Appraisal Institute (MAI) appraiser and pay Owner the cash value of the nonmonetary consideration in lieu of the performance of the nonmonetary obligations specified in the Offer.

2. Term. The term of this Agreement commences on the effective date of this Agreement and ends on the earlier to occur of (1) the date stated as the End Date in Part A, or (2) the consummation of a sale of the Property pursuant to an Offer in which the City has elected not to exercise its right of first refusal. However, a notice of election timely delivered by the City within the 30-day period pursuant to section 1.3 is effective if such delivery occurs before the end of the term of this Agreement, in which case this Agreement will be deemed extended as necessary until the consummation of the sale to the City of the Property pursuant to such timely notice of election. The City will cooperate in providing Owner with any instruments that Owner reasonably may require for the purpose of removing from the public record any cloud on title to the Property attributable in any manner to the grant or existence of this right of first refusal, in accordance with Section 9.

3. Excluded Transfers. The right of first refusal created by this Agreement does not apply to any sale or conveyance of the Property by Owner to any partnership, limited partnership, joint venture, corporation, or other entity in which Owner owns and controls at least a seventy-five (75%) percent ownership interest.

4. Effect of Noncompliance. If the Property (or any portion thereof) is sold in contravention of the City's rights under this Agreement, the City shall the right to equitable relief declaring the sale to be invalid and to specific performance if City elects to purchase the Property on the same terms and conditions as the prior sale. This right to equitable relief shall be in addition to any other remedies available to City due to any default by Owner hereunder.

5. Notices. All notices required or permitted to be given under this Agreement must be in writing and will be deemed given and received two business days after deposit in the United States mail, postage prepaid, addressed to the other party's physical address in Part A. An email notice to Owner at the email address in Part A is fully effective and is deemed delivered upon sending. Notice given in any other manner will be effective when it is received by the party for whom it is intended. Either party may change its address by giving 10 days' written notice to the other party.

6. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Washington.

7. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, successors, and assigns. This right of first refusal is personal to the City, and the City may not assign or otherwise transfer the City's rights under this Agreement without the prior written consent of Owner.

8. Headings. The captions and headings used in this Agreement are for reference only and will not be construed to define or limit the scope or content of this Agreement.

9. Recording. Owner agrees to join the City in executing a memorandum of this Agreement pursuant to the form attached as Exhibit B hereto, to be filed for record in the official records of Snohomish County, Washington, to give notice to the public of the rights of the City under this Agreement. The City will pay the cost of recording the memorandum. The memorandum must note the End Date, and the City will join in executing a termination agreement when this Agreement has expired or terminated, failing which, Owner may execute the termination agreement on behalf of the City.

10. Entire Agreement. This Agreement contains the final and entire understanding between Owner and the City with respect to its subject matter and is intended to be an integration of all prior negotiations and understandings. Owner and the City will not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement will be valid unless it is in writing and is signed by both Owner and City.

11. Waiver. A failure by Owner or the City to enforce any right under this Agreement will not be deemed to be a waiver of that right or of any other right.

12. Attorney Fees. If litigation is instituted with respect to this Agreement, including any litigation undertaken in the context of bankruptcy proceedings, the prevailing party will be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court that hears the matter.

13. Real Estate Commission. Owner and the City each agree to pay any commission or finder's fees that may be due on account of this transaction to any broker or finder employed by it and to indemnify the other against any claims for commissions or fees asserted by any broker claiming by, through, or under the indemnifying party.

14. Counterparts/Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will be effective when one or more counterparts have been signed and delivered by Owner and the City. Both parties agree that electronic signatures (such as AdobeSign) shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of a signature will be considered the same as a handwritten signature and shall have the effect of binding either party.

15. Time Is of the Essence. Time is of the essence regarding this Agreement.

16. Authority to Execute. Each person executing this Agreement on behalf of Owner and the City, respectively, warrants his or her authority to do so.

17. Warranties. Owner warrants and represents to the City that (1) Owner owns fee title to the Property, (2) Owner has the authority to execute this Agreement and executing it does not violate any agreement to which Owner is a party or any covenant by which the Property is bound, and (3) Owner has no knowledge of any condition affecting the Property that would materially and adversely affect the ability of the City to use the Property for the Anticipated City Use in Part A above, except as disclosed to the City in writing.

18. Consents. The parties agree to act in good faith and with fair dealing with one another in the execution, performance, and implementation of the terms and provisions of this Agreement. Whenever the consent, approval, or other action of a party is required under any provision of this Agreement, such consent, approval, or other action will not be unreasonably withheld, delayed, or conditioned by the party unless the provision in question expressly authorizes the party to withhold or deny consent or approval or to decline to take action in accordance with a different standard, in which case the consent or approval or the decision to not take action may be withheld, delayed, or conditioned in accordance with the different standard. Any provision indicating that consent is not to be unreasonably withheld will be interpreted to mean that consent will not be unreasonably withheld, delayed, or conditioned.

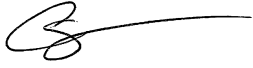
19. Additional Provision(s)'. The parties will comply with any Additional Provision(s) in Part A. In the event of any conflict between Part B and the Additional Provisions in Part A, the Additional Provisions will control.

[signatures on following pages(s)]

IN WITNESS WHEREOF, the City and Owner have executed this Agreement.

**CITY OF EVERETT
WASHINGTON**

STEPHEN WAISANEN



Cassie Franklin, Mayor

Signature:  _____

Name of Signer: Stephen Waisanen

Signer's Email Address: stevemw1969@gmail.com

Title of Signer: Owner

11/21/2023

Date

ATTEST



Office of the City Clerk

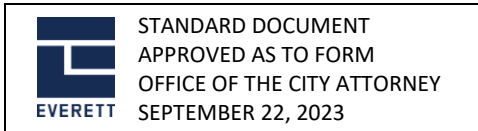


EXHIBIT A
LEGAL DESCRIPTION

TRACT 21 OF THE PLAT OF OLYVIA PARK, DIVISION NO. 1, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS AT PAGE 13 THEREOF, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

TAX PARCEL NOS. 00535200002100 AND 00535200002101
COMMONLY KNOWN AS: 10012 9th Ave. W., Everett, WA 98204

EXHIBIT B
MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

City of Everett
2930 Wetmore Ave., Suite 8A
Everett, WA 98201
Attention: Real Property Manager

MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT

Grantor: STEPHEN WAISANEN
Grantee: City of Everett, a Washington municipal corporation
Legal Description: TRACT 21 OF OLIVIA PARK DIV 1
 Full legal description on Exhibit A attached hereto.
Assessor's Tax Parcel ID#: 00535200002100 AND 00535200002101
Reference # (If applicable):

MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT (this "**Memorandum**") is dated as of this _____ day of _____, _____, to provide notice of that certain Right of First Refusal Agreement between _____ ("**Grantor**" or "**Owner**") and the City of Everett, a Washington municipal corporation ("**Grantee**").

1. Right of First Refusal. Pursuant to that certain Right of First Refusal Agreement between Grantor and Grantee dated _____, _____ (the "**Agreement**") and subject to the terms and conditions therein, Grantor has granted Grantee a right of first refusal to purchase the real property situated in _____, Washington, legally described on Exhibit A attached hereto (the "**Property**").

2. Purpose of Memorandum. This Memorandum is prepared for the purpose of recording the existence of the Agreement and giving notice thereof to prospective purchasers of the Property.

[signatures and acknowledgement on following pages(s)]

IN WITNESS WHEREOF, dated as of the date first written above.

**CITY OF EVERETT
WASHINGTON**

Enter Owner's name – must match name in Basic Provisions

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Enter signer's name

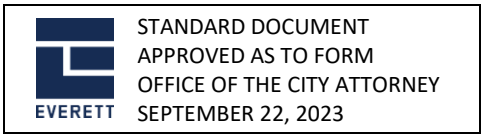
Signer's Email Address: Enter email address

Date

Title of Signer: Enter title

ATTEST

Office of the City Clerk



STATE OF WASHINGTON

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the City of Everett to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, _____.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at _____

My appointment expires _____

EXHIBIT A
LEGAL DESCRIPTION

TRACT 21 OF THE PLAT OF OLIVIA PARK, DIVISION NO. 1, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS AT PAGE 13 THEREOF, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

COMMONLY KNOWN AS: 10012 9th Ave. W., Everett, WA 98204












WaisanenROFR.r._SD

Final Audit Report

2023-11-21

Created:	2023-11-14
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1VN3gce0P8LVcBGUJ-54sNp11TJ8oraU

"WaisanenROFR.r._SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
2023-11-14 - 5:28:40 PM GMT
-  Document emailed to Darcie Byrd (DByrd@everettwa.gov) for approval
2023-11-14 - 5:29:11 PM GMT
-  Email viewed by Darcie Byrd (DByrd@everettwa.gov)
2023-11-14 - 5:35:14 PM GMT
-  Document approved by Darcie Byrd (DByrd@everettwa.gov)
Approval Date: 2023-11-14 - 5:35:27 PM GMT - Time Source: server
-  Document emailed to stevemw1969@gmail.com for signature
2023-11-14 - 5:35:29 PM GMT
-  Email viewed by stevemw1969@gmail.com
2023-11-14 - 10:11:11 PM GMT
-  Signer stevemw1969@gmail.com entered name at signing as Steve Waisanen
2023-11-21 - 3:49:37 AM GMT
-  Document e-signed by Steve Waisanen (stevemw1969@gmail.com)
Signature Date: 2023-11-21 - 3:49:39 AM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval
2023-11-21 - 3:49:41 AM GMT
-  Email viewed by Tim Benedict (TBenedict@everettwa.gov)
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-  Document approved by Tim Benedict (TBenedict@everettwa.gov)
Approval Date: 2023-11-21 - 2:57:00 PM GMT - Time Source: server

 Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature


2023-11-21 - 2:57:01 PM GMT

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2023-11-21 - 3:31:46 PM GMT

 Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)

Signature Date: 2023-11-21 - 3:32:00 PM GMT - Time Source: server

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2023-11-21 - 3:32:02 PM GMT

 Document e-signed by Marista Jorve (mjorve@everettwa.gov)

Signature Date: 2023-11-21 - 5:29:46 PM GMT - Time Source: server

 Agreement completed.

2023-11-21 - 5:29:46 PM GMT