



REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this “**Agreement**”) is effective as of the date of last signature below (“**Effective Date**”), between the City of Everett, a Washington municipal corporation (“**Buyer**”), and the Seller identified below in the Basic Provisions (“**Seller**”), (individually a “**Party**” and collectively the “**Parties**”). Seller desires to sell the Property as defined below, Buyer desires to purchase such Property, and, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. BASIC PROVISIONS. The following definitions and provisions apply and are part of this Agreement:

Seller Address	5500 S. 1st Avenue, LLC
	7500 Roosevelt Way NE
	Seattle, WA 98115
	gordon@rpaseattle.com
Purchase Price	\$ 500,000
Deposit	\$ 25,000
Real Property	The Seller is the owner of the real property at Snohomish County Parcel No. 00500302800600, which is at the intersection of S. 1st Avenue and Lenora Street in Everett. The legal description of real property is attached as <u>Exhibit A</u> and incorporated herein by this reference. If the parties determine that a drawing of the real property is necessary, it will also be included as part of <u>Exhibit A</u> .
Title Company and Closing Agent	Old Republic Title, Ltd. 1604 Hewitt Avenue, Suite 701, Everett, WA 98201 Email: cs.wa@ortc.com
Feasibility Study Period	There is no Feasibility Study Period in this Agreement.
Buyer Address	Real Property Manager City of Everett 802 E. Mukilteo Blvd. Everett, WA 98203
Buyer Email Address	realproperty@everettwa.gov

<p>City Council Approval (must select one)</p>	<p><input type="checkbox"/> The Everett City Council has already approved this Agreement and authorized the purchase of the Property.</p> <p><input checked="" type="checkbox"/> Everett City Council action has not yet occurred. This Agreement terminates if the Everett City Council has not by the Closing Date approved this Agreement and authorized the purchase of the Property. If such approval and authorization for any reason does not occur by the Closing Date, then this Agreement shall terminate, the Deposit shall be returned to Buyer upon demand, and Seller and Buyer shall have no further rights or obligations hereunder except for those rights or obligations that expressly survive termination.</p>
<p>Additional Provisions</p>	<p>Seller is also the owner of nearby Snohomish County Parcel Number 00500303000100 (the "Neighboring Parcel"). The Neighboring Parcel is leased by Seller to a commercial tenant ("Seller's Tenant") pursuant to a lease between Seller and Seller's Tenant (the "Neighboring Parcel Lease"). The Seller's Tenant's employees currently park on the Real Property.</p> <p>In addition to all other representations and warranties in this Agreement, Seller warrants that, as of the Closing, the Property is not subject in any way to the Neighboring Parcel Lease.</p> <p>The Buyer will provide the Standard License to Use City Property attached to this Agreement as <u>Exhibit C</u> (the "License"), which will allow the Seller's Tenant's employees to park on the Real Property at no charge for up to two years after Closing, subject to the terms and conditions of the License. As set forth in the License, Buyer shall also provide parking space for up to eight (8) standard vehicles prior to and during construction activity on the Real Property.</p> <p>Following completed construction of City facilities on the Real Property, the Buyer shall provide renewable permits at no charge for so long as the Seller's Tenant's employees desire to continue to park in the right of way north of the improved portion of Lenora Avenue and directly to the south of the Real Property.</p> <p>Each Party will deliver a fully executed counterpart of the License as an escrow deposit under Section 8 of this Agreement.</p>

2. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, the following:

(a) Real Property. The real property located in Snohomish County, Washington, legally described as set forth on Exhibit A attached hereto, together with all Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation all development rights, air rights, and water rights relating to the real property, and all rights to utilities serving the property, as well as any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "**Real Property**").

(b) Tangible Personal Property. All tangible personal property owned by Seller and located on, within, over or under the Real Property that is attached or otherwise affixed to the Real Property, including without limitation all fixtures.

(c) Intangible Personal Property. All intangible personal property owned by Seller and used in the ownership, financing, operation or maintenance of the Real Property or the tangible personal property, or any portion of either. The intangible personal property includes, but is not limited to, licenses and permits issued by any federal, state, or local authorities relating to the use, maintenance, occupancy or operation of the Real Property, reports and studies, including but not limited to physical and engineering inspections, soil studies, utility and zoning studies, traffic studies, environmental assessment reports, government correspondence, orders or data relating to any hazardous materials on the Real Property and any other documented information relating exclusively to the Real Property.

The Real Property, the tangible personal property, and the intangible personal property are collectively referred to in this Agreement as the “**Property**.”

3. PURCHASE PRICE. The total purchase price (the “**Purchase Price**”) for the Property is the Purchase Price set forth in the Basic Provisions. The Purchase Price, less the credit for the Deposit paid under Section 4, shall be paid to Seller in cash or immediately available funds through escrow upon Closing

4. DEPOSIT. Within ten days after the Effective Date of this Agreement, Buyer shall deposit with Closing Agent (as defined in Section 5.1 and as set forth in the Basic Provisions) check or wire transfer of immediately available funds in the amount set forth as the Deposit in the Basic Provisions as an earnest money deposit (the “**Deposit**”). The Deposit shall be placed in an interest-bearing account and credited against the Purchase Price at Closing. All interest earned will become part of the Deposit. The Deposit shall be applied to the Purchase Price at closing. If this Agreement or the transaction described herein is terminated prior to Closing pursuant to any section hereof granting Buyer the right to terminate or any section stating that, on termination the Deposit shall be refunded to Buyer, then Closing Agent is instructed to and shall, within three (3) business days after receipt of written notice from Buyer demanding the Deposit, deliver the Deposit to Buyer (less any amount due for cancellation of escrow and/or title order). If this Agreement is terminated due to Buyer’s default or pursuant to any section hereof stating that upon termination the Deposit shall be delivered to Seller, then Closing Agent is instructed to and shall within three (3) business days after receipt of written notice from Seller demanding the Deposit, deliver the Deposit to Seller (less any amount due for cancellation of escrow and/or title order).

5. CONVEYANCE OF TITLE. At closing, Seller shall convey to Buyer fee simple title to the Real Property by duly executed and acknowledged statutory warranty deed (the “**Deed**”), conveying good and marketable title to the Property to Buyer, free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 6 below (“**Permitted Exceptions**”). The form of Deed shall be substantially as attached hereto as Exhibit B and incorporated herein by this reference.

6. TITLE INSURANCE.

(a) Preliminary Commitment. Within ten (10) business days after the Effective Date of this Agreement (or such longer time as Seller and Buyer's Real Property Manager or designee may agree in writing), Buyer will obtain a preliminary commitment for owner's standard coverage policy of title insurance issued by the Title Company set forth in the Basic Provisions naming Buyer as the insured in the amount of the Purchase Price, together with a copy of all instruments listed as exceptions in the commitment. Buyer shall notify Seller, by written notice, what exceptions to title, if any, are disapproved by Buyer ("**Disapproved Exceptions**") within ten (10) business days after receipt of the commitment or supplement, as applicable, and legible copies of exceptions to shown in the commitment or supplement.

(i) Seller will have five (5) business days after receipt of Buyer's notice to give Buyer notice that Seller will remove Disapproved Exceptions or Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the five (5) business day period, Seller will be deemed to have elected not to remove Disapproved Exceptions.

(ii) If the time period for delivery of any notice extends beyond the Closing Date, such period shall expire on the Closing Date; provided, however, that if a new exception first appears at any time within ten (10) days prior to the scheduled Closing Date, and if Buyer objects thereto and Seller gives notice of its election to remove the same, then at Seller's option, if necessary, the Closing Date shall be extended for up to ten (10) additional business days (or such longer time as Seller and Buyer's Real Property Manager or designee may agree in writing) to permit Seller to take the actions necessary to cause the Title Company to deliver the Title Policy at Closing without such new exception.

(b) Monetary Encumbrances. Buyer shall not be required to object to, and Seller hereby agrees to remove, any exceptions to title arising out of financial or monetary encumbrances such as deeds of trust, liens, judgments, mortgages and past due taxes and assessments.

(c) Seller Non-Removal of Disapproved Exceptions. If Seller elects not to remove any nonmonetary Disapproved Exceptions, Buyer may elect to either proceed with the purchase of the Property subject to those exceptions or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary Disapproved Exceptions to be removed but fails to remove them from title on or before the Closing Date, or fails to remove from title any monetary encumbrance on or before the Closing Date, Buyer will have the right to either elect to (i) terminate this Agreement or (ii) proceed with the purchase, with a credit against the Purchase Price equal to the actual cost of removing those exceptions from title and to take the Property subject to those exceptions with such exceptions deemed Permitted Exceptions. If Buyer elects to terminate this Agreement under this subsection, the escrow will be terminated, the Deposit shall be returned immediately to Buyer, all documents and other funds will be returned to the party who deposited them, and (if this Agreement or a memorandum hereof was recorded) a notice of termination shall be recorded, after which all rights and obligations of Seller and Buyer under this Agreement shall terminate and be of no further force or effect.

(d) Surveys. Seller shall provide to Buyer and Title Company any survey of the Property in Seller's possession or control. If the Buyer chooses to obtain an extended coverage policy and a new survey is required, the Buyer may obtain such survey at Buyer's expense.

(e) Title Not Insurable. If title is not insurable at Closing subject only to the Permitted Exceptions determined in accordance with this Agreement, Buyer may (i) elect to proceed to Closing despite such non-insurability, thereby accepting any such matters as Permitted Exceptions, or (ii) terminate this Agreement and receive a refund of the Deposit.

(f) Title Policy. Seller shall cause Title Company at Seller's expense to issue to Buyer at closing a standard owner's policy of title insurance insuring Buyer's title to the Real Property in the full amount of the Purchase Price, subject only to the Permitted Exceptions (the "**Title Policy**"). The Title Policy must be dated as of the closing date. If Buyer requires an extended coverage title insurance policy, then the term "Title Policy" in this Agreement shall refer to such extended policy and Buyer will pay the additional premium for an extended policy as set forth in Section 8 below.

7. PROPERTY DOCUMENTATION / CONTINGENCIES.

(a) Property Documentation. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer or make available for inspection the following documents to the extent in Seller's possession or control:

- i. all reports or other materials related to the physical condition of the Property, including without limitation report related to hazardous materials investigations, engineering reports, soils reports, or environmental assessment with respect to the Real Property;
- ii. any appraisals related to the Real Property;
- iii. all existing and proposed easements, covenants, licenses, restrictions or access rights affecting the Real Property;
- iv. all surveys relating to the Real Property;
- v. all leases, service contracts, repair contracts, service contracts, maintenance contracts, or equipment leases relating to the Property;
- vi. all notices regarding any existing or threatened litigation affecting the Property;
- vii. all building permits or other government permits or approvals obtained or held by Seller and relating to the construction or remodeling of the Property.

Buyer waives the requirement that Seller deliver to Buyer a Real Property Disclosure Statement as required by RCW 64.06.013 (the "**Disclosure Statement**"); provided, however, that if the answers to any of the questions in the section entitled "Environmental" would be "yes," Buyer does not waive receipt of the "Environmental" section of the Disclosure Statement, and Seller

shall deliver to Buyer the "Environmental" section of the Disclosure Statement fully completed within five (5) business days after the Effective Date.

(b) [Not Used].

(c) Buyer's Contingencies. Buyer's obligation to purchase the Property is expressly contingent on upon the following:

- i. The Everett City Council has approved this Agreement, authorizing the purchase of the Property;
- ii. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy;
- iii. All Seller's representations and warranties contained in or made pursuant to this Agreement being true and correct as of the Closing Date;
- iv. Seller shall have delivered all of Seller's escrow deposits to Closing Agent on or before the Closing Date;
- v. Seller's timely performance of all Seller's obligations under this Agreement;
- vi. No material change in the condition of the Property between the Effective Date and the Closing Date;
- vii. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree, or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority, that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement; and
- viii. No law, statute, rule, or regulation shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(d) Seller's Contingencies. Seller's obligation to sell the Property is expressly contingent on upon the following:

- i. Buyer shall have deposited the Purchase Price in escrow with Closing Agent with written direction to disburse the same to Seller at Closing;
- ii. Buyer shall have delivered all of Buyer's escrow deposits to Closing Agent on or before the Closing Date; and
- iii. The representations and warranties of Buyer, if any, in this Agreement shall be true and correct in all material respects as of

the Closing (or as of such other date to which such representation or warranty expressly is made).

8. CLOSING.

(a) Time for Closing. The sale shall be closed in the office of the Closing Agent set forth in the Basic Provisions ("**Closing Agent**") on or before January 17, 2025 which date may be extended in writing by the Seller and Buyer's Real Property Manager or designee. At least one (1) business day prior to closing, Buyer and Seller shall deposit in escrow with Closing Agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. As used herein, "**closing**" or "**date of closing**" or "**Closing Date**" means the date on which all appropriate documents are recorded, proceeds of sale are available for disbursement to Seller, and all actions have been completed as necessary for the Title Company to deliver the Title Policy to the Buyer in the normal course of the Title Company's business. If closing does not occur on or before January 17, 2025 or before any later date mutually agreed to in writing by the Seller and Buyer's Real Property Manager or designee, Closing Agent shall immediately terminate the escrow, forward the Deposit to the party entitled to receive it as provided in this Agreement and return all documents to the party that deposited them.

(b) Seller's Escrow Deposits. On or before the Closing Date, Seller shall deposit into escrow the following:

- i. the duly executed and acknowledged Deed;
- ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;
- iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code;
- iv. a bill of sale and assignment of contracts, if requested by Buyer, for tangible and intangible personal property in a form as reasonably provided by Buyer;
- v. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction;
- vi. keys to the Property, if any.

(c) Buyer's Escrow Deposits. On or before the Closing Date, Buyer shall deposit into escrow the following:

- i. cash or immediately available funds in an amount sufficient to pay the Purchase Price, plus Buyer's share of closing costs, with credit for the Deposit and any other items of credit agreed to in writing by Seller or as provided in this Agreement;
- ii. a duly executed and completed Real Estate Excise Tax affidavit in the form required by law;

- iii. a nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code; and
- iv. any other documents, instruments, records, correspondence and agreements consistent with the terms of this Agreement as may be required by Closing Agent or the Title Company to close this transaction.

(d) Additional Instruments and Documentation. Seller and Buyer shall each deposit any other instruments and documents that are reasonably required by Closing Agent or otherwise required to close the escrow and consummate the purchase and sale of the Property in accordance with this Agreement.

(e) Closing Costs. On closing, Seller shall pay real estate excise taxes; sales tax, if any; half of the Closing Agent's escrow fee; and shall pay the premium for a standard coverage owner's policy of title insurance. Buyer shall pay half Closing Agent's escrow fee and shall also pay the cost of the additional premium for an extended coverage title insurance policy (if required by Buyer) and recording fee for the deed. Additionally, Seller shall pay applicable prorated items as set forth in below. Buyer and Seller shall prepare a real estate excise tax affidavit as required to close the sale. Each Party will pay for their own attorneys' and consultants' fees.

(f) Prorations. All normal and customarily pro-ratable items, including without limitation real estate and personal property taxes and utility bills, shall be prorated as of the date of closing, on the basis of a 365-day year, with Seller being charged and credited for all of same up to the closing date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of the closing, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The parties acknowledge that Buyer is exempt from all taxes and special assessments of city, county, state or any political subdivision thereof ("**Taxes**") pursuant to RCW 35.82.210(1), therefore, Seller will pay all Taxes, in each case, in connection with the Property and Seller may seek reimbursement for any overpayment from the applicable taxing authority directly pursuant to RCW 84.60.050, and Buyer shall not be obligated to pay any amounts related to any Taxes at Closing.

(g) Possession. Buyer shall be entitled to possession on closing.

(h) Certification of Warranties and Representations. By closing the purchase of the Property, Buyer certifies and reaffirms that as of the Closing Date that all of Buyer's representations and warranties under this Agreement are true and correct. By closing the sale of the Property, Seller certifies and reaffirms that as of the Closing Date that all of Seller's representations and warranties under this Agreement are true and correct.

(i) Escrow Instructions. Each of the Parties may provide Closing Agent with additional closing instructions, provided that such instructions do not contradict the terms of this Agreement. In absence of and/or in addition to any such instructions, the provisions of this Agreement are intended by Seller and Buyer to constitute their joint closing instructions to Closing Agent. Escrow instructions may be signed on behalf of Seller by Seller's attorney or other

Seller authorized representative and on behalf of Buyer by Buyer's attorney or by Buyer's Real Property Manager or designee.

9. SELLER'S ACTIVITIES PRIOR TO CLOSING. After the Effective Date until the closing:

(a) Maintenance. Except as otherwise approved by the Buyer in writing, Seller shall operate and maintain the Property in accordance with Seller's current practices, including performing all necessary repairs and maintenance to preserve the Property in at least as good a condition as exists on the Effective Date.

(b) No Alterations. Except as otherwise approved by the Buyer in writing, Seller shall not alter the Property in any material manner.

(c) No Tenants. Seller shall not permit any tenants to occupy the Real Property. For the purposes of clarity, this does not prohibit employees of the Seller's Tenant from continuing to park on the Real Property until Closing (with after-Closing parking governed by the License)..

10. SELLER'S REPRESENTATIONS AND WARRANTIES. In addition to other representations herein, Seller represents and warrants to Buyer as of the date hereof and as of the date of closing that:

(a) Seller has full power and authority to convey the Property to Buyer

(b) Seller has not received notice of any special assessments or condemnation proceedings affecting the Property.

(c) Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

(d) Seller has received no notice of any failure of Seller to comply with applicable laws and regulations relating to the Property, such as building, zoning, environmental, fire, or health and safety laws and regulations.

(e) The Property is not subject to any leases or service contracts that will be in effect after the Closing Date.

(f) This Agreement will not result in default by Seller under any other contract to which Seller is a party or violate any law to which Seller is subject, by which Seller may be barred fully performing its obligations under this Agreement.

(g) Seller has no knowledge of any pending special assessments, improvement districts or condemnation actions except as may be shown on the preliminary commitment.

(h) To the best of Seller's knowledge, the Property is in compliance in all material respects with all applicable zoning, land-use and building regulations.

(i) To the best of Seller's knowledge, there is no litigation pending or threatened against Seller with respect to the Property.

(j) Seller has received no written notice of any attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings pending or threatened against Seller, nor are any contemplated by Seller.

(k) Seller has no actual knowledge of the release or presence of Hazardous Materials on, in, from or onto the Real Property.

(l) To the best of Seller's knowledge, no underground tanks used for the storage of any Hazardous Materials (including without limitation fuel oil) are present or were at any time present on the Property.

All of the representations and warranties of Seller contained herein shall survive the Closing Date.

"Hazardous Materials" means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

"Environmental Laws" means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).


11. CASUALTY LOSS/EMINENT DOMAIN. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. Seller shall immediately give notice to Buyer: (i) after the occurrence of any event causing material damage to the Property or any portion of the Property or (ii) after the receipt by Seller of any notice of eminent domain proceedings with respect to the Property or any portion of the Property. Buyer may, by delivery of written termination notice within ten (10) business days after receipt of such notice from Seller, terminate this Agreement, in which case the Deposit shall be refunded to Buyer.

12. DEFAULT AND REMEDIES.


(a) Default by Seller. If Seller breaches or otherwise fails to perform any of its obligations under this Agreement, then Buyer will be entitled (i) to receive specific performance,

in addition to all other remedies available at law and at equity; or (ii) to terminate this Agreement by written notice and to receive refund of the entire Deposit.

(b) Default by Buyer. IN THE EVENT OF A DEFAULT BY BUYER UNDER ANY OF ITS COVENANTS, REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS SET FORTH IN THIS AGREEMENT SELLER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT AS LIQUIDATED DAMAGES, AS ITS SOLE REMEDY. THE PARTIES AGREE IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ASCERTAIN THE ACTUAL DAMAGES SUSTAINED BY SELLER IN THE EVENT OF BUYER'S FAILURE TO COMPLETE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND THAT, UNDER THE CIRCUMSTANCES EXISTING AND KNOWN AS OF THE DATE OF THIS AGREEMENT, THE AMOUNT OF THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE DAMAGES SELLER WILL INCUR IN SUCH EVENT AND NOT A PENALTY. THE FOREGOING WILL NOT LIMIT ANY RIGHTS OF SELLER TO BE INDEMNIFIED BY BUYER, OR TO RECEIVE ATTORNEY'S FEES AND COSTS AS PROVIDED IN THIS AGREEMENT WITH RESPECT TO THE BREACH BY BUYER OF ANY EXPRESS OBLIGATION TO INDEMNIFY SELLER EXPRESSED IN THIS AGREEMENT. THE PARTIES HAVE ENTERED THEIR INITIALS OR SIGNATURE IN THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.



Seller's Signature or Initials



Buyer's Signature or Initials

13. NOTICES/TIME.

(a) Notices. All notices shall be in writing and shall be (i) personally delivered, or (ii) sent by U.S. Mail to the addressee's mailing address set forth below, or (iii) sent to the addressee's email address(es) set forth in the Basic Provisions. Either party hereto may, by proper notice to the other, designate any other address for the giving of notice. Any notice shall be deemed effective upon earlier of actual receipt or three (3) days after mailing or emailing, unless such notice is a notice of disapproval under Section 7(b), in which case such notice is always deemed effective on the day sent.

(b) Calculation of Time Periods. Time is of the essence of this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, as defined in RCW 1.16.050. The final day of any such period shall be deemed to end at 5 p.m., Pacific Standard or Daylight time, as applicable.

14. GENERAL. This is the entire agreement of Buyer and Seller with respect to the matters covered hereby and supersedes all prior agreements between them, written or oral. This Agreement may be modified only in writing, signed by Buyer and Seller. Any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. This Agreement shall be governed by the laws of the State of Washington. Exclusive venue for any dispute arising out of this Agreement is Snohomish County Superior Court. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and binds the heirs,

personal representatives, successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement was negotiated, and the language in all parts will be given its fair meaning and will not strictly for or against either party. The Exhibits hereto are made a part of and incorporated into and made an express part of this Agreement.

15. AMENDMENTS. Any amendment of this Agreement must be in writing and signed by the Parties. Any amendment must be signed by an authorized representative of Seller and, unless otherwise expressly provided herein, by the Mayor of the City of Everett for Buyer.

16. SURVIVAL OF PROVISIONS. The terms, covenants, representations, agreements, provisions and warranties contained herein shall not merge in the deed of conveyance, but shall survive closing.

17. REAL ESTATE BROKER OR AGENT COMMISSIONS. Buyer represents to Seller that it has engaged no broker or real estate agent in connection with the negotiations leading to this Agreement. Seller shall be solely responsible for any fees to any broker or real estate agent in connection with the negotiations leading to this Agreement and shall indemnify and hold harmless the Buyer from any such broker's fee or real estate commissions. The obligations of the Parties under this Section shall survive Closing.

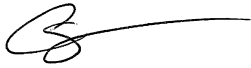
18. COUNTERPARTS/SIGNATURES. The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the Party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. A Party's signature may also be by DocuSign or AdobeSign, which is fully binding.

[signatures on following pages(s)]

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

BUYER:

**CITY OF EVERETT
WASHINGTON**



Cassie Franklin, Mayor

ATTEST

12/23/2024

Date



Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JANUARY 12, 2024

SELLER:

5500 S. 1st Avenue, LLC

Signature: *Gordon Stephenson*

Name of Signer: GORDON STEPHENSON

Title of Signer: Managing Member

EXHIBIT A
LEGAL DESCRIPTION

LOTS 6, 7 AND 8, BLOCK 28, PLAT OF TOWN OF LOWELL, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS ON PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THAT PORTION GRANTED TO ST. PAUL, MINNEAPOLIS AND MANITOBA RAILWAY COMPANY BY DEED RECORDED IN VOLUME 24 OF DEEDS ON PAGE 378, AUDITOR'S FILE NO. 17588.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**EXHIBIT B
FORM OF STATUTORY WARRANTY DEED**

Recording requested by and
when recorded mail to:

Real Property Manager
City of Everett
802 E. Mukilteo Blvd.,
Everett, WA 98203

Grantor:	5500 S 1 st Avenue, LLC
Grantee:	City of Everett, a Washington municipal corporation
Legal Description:	(Abbreviated. Full Legal Description below) TOWN OF LOWELL BLK 028 D-00 - LOTS 6-7-8 LESS GN R/W
Assessor's Tax Parcel ID#	00500302800600
Reference Nos. of Documents Released or Assigned:	N/A

STATUTORY WARRANTY DEED

5500 S 1st Avenue, LLC, a Washington Limited Liability Company, as GRANTOR, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, conveys and warrants to the CITY OF EVERETT, a Washington municipal corporation, as GRANTEE, the real property situated in the County of Snohomish, State of Washington legally described as follows:

LOTS 6, 7 AND 8, BLOCK 28, PLAT OF TOWN OF LOWELL, AS PER PLAT RECORDED
IN VOLUME 1 OF PLATS ON PAGE 11, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON;

EXCEPT THAT PORTION GRANTED TO ST. PAUL, MINNEAPOLIS AND MANITOBA
RAILWAY COMPANY BY DEED RECORDED IN VOLUME 24 OF DEEDS ON PAGE
378, AUDITOR'S FILE NO. 17588.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

[DELETE IF NOT APPLICABLE] [This conveyance is subject to the exceptions identified on Exhibit A attached hereto and incorporated herein by this reference.]

DATED: _____,

5500 S 1st Avenue, LLC,
a Washington limited liability company

By: _____

Name: _____

Its: _____

[APPROPRIATE ACKNOWLEDGEMENT AND APPROPRIATE EXHIBIT A TO BE INSERTED]

EXHIBIT C
FORM OF STANDARD LICENSE TO USE CITY PROPERTY



This Standard License to Use City Property ("**License**") is made as of the Effective Date in Part A below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the person identified as Licensee in Part A below ("**Licensee**"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Licensee agree as follows:

A. SPECIFIC LICENSE PROVISIONS

The following definitions and provisions apply and are part of this License:

Licensee	5500 S. 1st Avenue, LLC
	7500 Roosevelt Way NE
	Seattle, WA 98115
	gordon@rpaseattle.com
Effective Date	The Effective Date of this License is the date of the closing of the sale of the Licensed Property from the Licensee to the City.
Term	Two years starting on the Effective Date of this License, subject to rights of termination set forth below.
Licensed Property	Snohomish County Parcel No. 00500302800600, which is at the intersection of S. 1st Avenue and Lenora Street in Everett.
Rent	None
Approved Use	<p>Licensee is the owner of nearby Snohomish County Parcel Number 00500303000100 (the "Neighboring Parcel"). The Neighboring Parcel is leased by Licensee to a commercial tenant ("Licensee's Tenant").</p> <p>The Approved Use of this License is as follows: Licensee may allow the employees of the Licensee's Tenant to park their vehicles on the Licensed Property.</p> <p>Parking may be limited to space for eight (8) vehicles and is subject to relocation from time to time to accommodate construction on the Real Property. City shall provide up to date information regarding the location of reserved parking.</p>

City Notice Address	Real Property Manager City of Everett 2930 Wetmore Ave., Suite 8A Everett, WA 98201
Additional Provisions	At Licensee request after the Effective Date of this License, the City will provide parking permits at no charge for parking in the right of way abutting the Licensed Property. These permits terminate when this Licensee terminates. These permits are for parking by the employees of the Licensee's Tenant.

B. GENERAL LICENSE CONDITIONS

Unless specifically provided otherwise in the Specific License Provisions, the following provisions apply:

1. LICENSED PROPERTY. The City licenses to Licensee the Licensed Property. Licensee has examined the Licensed Property and is in all respects familiar with the Licensed Property and the improvements in the Licensed Property. Licensee accepts the Licensed Property and its improvements in their "as is" condition.

2. TERM. The Term of this License is as set forth in Part A, unless terminated earlier as set forth in this License.

3. TERMINATION. The City may terminate this License at any time and for any reason effective upon 30-days prior written notice to Licensee. The City may also terminate this License effective upon written notice to Licensee in the event of material breach of this License. These rights are in addition to any other rights at law or in equity.

4. RENT. During the term of this License, Licensee shall pay the Rent stated in Part A by the first day of each calendar month of the Term to:

Treasurer
City of Everett
2930 Wetmore Avenue
Everett, WA 98201

or such other place as the City may from time to time designate in writing. This amount includes Leasehold Excise Tax, if applicable.

5. USE. Licensee shall use the Licensed Property only for the Approved Use stated in Part A. Licensee shall not use or permit the use of the Licensed Property for any other use without the prior written consent of the City, which may be withheld at the City's sole discretion. The Approved Use shall not interfere in any way with any the City use of the Licensed Property, including without limitation utilities and travel.

6. COMPLIANCE WITH LAW. Licensee shall not do anything or permit anything to be done in or about the Licensed Property which will in any way violate or conflict with any

applicable federal, state or local law. Unless otherwise agreed in writing by the City, Licensee must at Licensee's sole cost acquire all permits required by law or regulation necessary for the Approved Use.

7. INSPECTION AND RIGHT-OF-ENTRY. The City and its agents shall have the right, but not the duty, to inspect the Licensed Property at any time to determine whether Licensee is complying with the terms of this License.

8. CARE OF LICENSED PROPERTY. Licensee shall use care to avoid damaging or destroying the City property. Any damage to the Licensed Property caused by use of the Licensed Property under this License shall be promptly repaired or replaced by Licensee.

9. THE CITY'S ACCESS FOR REPAIRS. The City reserves the right to make repairs, alterations, connections or extensions to the Licensed Property as the City deems necessary, and Licensee shall permit the City to enter the Licensed Property for this purpose at any time.

10. ALTERATIONS; SIGNS. Licensee shall not make or permit to be made any alterations, additions, improvements or installations in or to the Licensed Property (including telecommunication facilities), or place signs or other displays visible from outside of the Licensed Property, without first obtaining the written consent of the City, which may be withheld in the City's sole discretion. Prior to any alteration of the Licensed Property, the Licensee will supply the City with a drawing and any necessary specifications relating to its proposed alteration of the Licensed Property. The City's review, comments, and approval shall not create any City liability for any action or inaction relating to such review, and Licensee shall remain wholly responsible for the safety, adequacy, suitability, utility, and constructability of its alteration.

11. SUBLETTING AND ASSIGNMENT. This License is personal to the Licensee and may not be transferred, assigned, subletted, conveyed, pledged, inherited, encumbered, or hypothecated.

12. SURRENDER OF LICENSED PROPERTY. Licensee shall, at the expiration or earlier termination of this License, surrender and deliver the Licensed Property to the City (i) in as good condition as when received by Licensee from the City or as later improved, reasonable use and wear excepted, and (ii) free from any occupancy by any person.

13. INDEMNIFICATION.

(a) Indemnity. Licensee shall indemnify, defend and hold harmless the City against and from any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) Licensee's or Licensee's Tenant's use of the Licensed Property or from the conduct of Licensee's or Licensee's Tenant's business or from any activity, work, or other things done or permitted by Licensee in or about the Licensed Property, (b) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this License, (c) any act or omission, negligence or willful misconduct of Licensee, or any officer, agent, employee, guest, or invitee of Licensee or Licensee's Tenant, and from all costs, damages, attorneys' fees and liabilities incurred in defense of any such claim in any action or proceeding brought thereon. Licensee, as a material part of the consideration to the City, hereby assumes all risk of damage to property or injury to persons in, upon or about the

Licensed Property from any cause other than and to the extent of the City's gross negligence or willful misconduct. Licensee shall give prompt notice to the City in case of casualty or accident in the Licensed Property. This Section shall survive the expiration or termination of this License. For the purposes of this License, the claims, actions, damages, liability and expenses for which Licensee must indemnify, defend and hold harmless the City are referred to as "**Covered Claims**".

(b) Concurrent Fault. This Section does not purport to indemnify the City against liability for Covered Claims caused by or resulting from the sole gross negligence or willful misconduct of the City, its officers, employees and agents. If Covered Claims are caused by or result from the concurrent negligence of (i) the City, its officers, employees or agents, and (ii) Licensee, its agents, servants, employees, officers, subcontractors, sublicensees, sublicensees, successors or assigns, then this Section will provide the City the maximum indemnification permitted by law.

(c) Washington Law. This Section is specifically and expressly intended to constitute a waiver of Licensee's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide the City with a full and complete indemnity from claims made by Licensee and its employees, to maximum extent allowed by law. THE CITY AND LICENSEE ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

(d) Waiver and Release. The City shall not be liable to Licensee, or its directors, officers, shareholders, agents, employees, invitees, sublicensees, tenants, contractors or licensees, for any loss, injury or damage to Licensee or any other person, or to its or their property, irrespective of the cause of such injury, damage or loss, unless, and then only to the extent, it is caused by or results from the gross negligence or willful misconduct of the City or its employees without contributory negligence on the part of Licensee or any of its directors, officers, shareholders, employees, agents, invitees, sublicensees, tenants, licensees or contractors. As a material part of the consideration to the City for this License, Licensee hereby waives and releases all claims against the City with respect to all matters for which the City has disclaimed liability pursuant to the provisions of this License.

14. INSURANCE/WAIVER OF SUBROGATION.

(a) Licensee Insurance. Licensee shall, throughout the Term, at its own expense, keep and maintain in full force and effect the following policy, which shall be endorsed as needed to provide that the insurance afforded by the policy is primary and that all insurance or self-insured retention carried or maintained by the City is strictly excess and secondary and shall not contribute with Licensee's liability insurance:

A policy of commercial general liability insurance insuring against claims of bodily injury and death or property damage or loss with a combined single limit at the Effective Date of this License of not less than Two Million Dollars (\$2,000,000.00) per occurrence. Licensee shall include the City as an additional insured.

The insurance policy required under this Section shall be with companies having a rating according to Best's Insurance Key Rating Guide for Property – Casualties of no less than A- Class

VIII. The policy shall provide that it is not subject to cancellation, lapse or reduction in coverage except after thirty (30) days' written notice to the City. Licensee shall deliver to the City, prior to the commencement of its occupation of the Licensed Property and from time to time thereafter, at the City's request, certificates evidencing the existence and amounts of such policy and copies of such insurance policy. Receipt by the City or the City's designee of any certificate or other insurance document showing less coverage than required is not a waiver of Licensee's obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Licensee's obligations to fulfill the requirements of this Section.

(b) Waiver of Subrogation. Licensee intends that its property loss risks shall be borne by reasonable insurance carriers to the extent above provided, and Licensee hereby agrees to look solely to, and seek recovery only from, its respective insurance carriers in the event of a property loss to the extent that such coverage is agreed to be provided hereunder. Licensee hereby waives all rights and claims for such losses, and waives all rights of subrogation of its respective insurers, provided such waiver of subrogation shall not affect the rights to the insured to recover thereunder. Licensee agrees that its respective insurance policies are now, or shall be, endorsed such that the waiver of subrogation shall not affect the right of the insured to recover thereunder, so long as no material additional premium is charged therefor.

15. HAZARDOUS MATERIALS.

(a) Licensee shall not cause or permit any storage, use, sale, release, generation or disposal of any Hazardous Materials (as defined below) in, on or about the Licensed Property; provided, however, Licensee shall be permitted without notice or the City's written consent to handle, store, use or dispose of products containing small quantities of Hazardous Materials, such as ordinary cleaning and ordinary maintenance products used by Licensee for cleaning and maintenance in the reasonable and prudent conduct of the Approved Use on the Licensed Property. Licensee further covenants and agrees that at all times during the Term of this License, Licensee shall comply with all applicable Environmental Laws (as defined below), now or hereafter in effect, regulating Licensee's occupation and/or operation and/or use of the Licensed Property.

(b) **"Hazardous Materials"** means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance, or material that is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws (as defined below), including, but not limited to, gasoline, oil or any byproducts or fractions thereof, polychlorinated biphenyls, per- and polyfluoroalkyl substances, asbestos, paints, solvents, lead, cyanide, radioactive material, or any other materials which have adverse effects on the environment or the health and safety of persons.

(c) **"Environmental Laws"** means all federal, state, and local laws, statutes, rules, regulations, ordinances, and codes, and any judicial or administrative interpretation thereof or requirement thereunder, now or hereafter in effect, relating, to the regulation or protection of human health, safety, the environment and natural resources, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42

U.S.C. §§ 9601 et seq.), the Hazardous Substances Transportation Act (49 U.S.C. §§ 5101 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 et seq.), and any similar or comparable state or local laws, including without limitation, the Model Toxics Control Act (Chapter 70A.030 RCW, formerly codified at Chapter 70.105D RCW) and the Hazardous Waste Management Act (Chapter 70A.029 RCW, formerly codified at Chapter 70.105 RCW).

(d) All portions of this Section shall survive the expiration or termination of this License.

16. MISCELLANEOUS

(a) Notices. All notices to be given by the parties shall be in writing and may either be served personally, delivered by overnight courier (such as UPS or Fed Ex) or deposited in the United States mail, postage prepaid, by either registered or certified mail to the notice addresses provided in Part A of this License. A party may change its notice address effective on written notice to the other party. All such notices shall be deemed delivered and effective on the earlier of (i) the date received or refused for delivery, or (ii) five (5) calendar days after having been deposited in the United States Postal Service, postage prepaid. In lieu of the foregoing, the City may deliver any notice to the Licensee's email address in Part A, in which case the notice shall be deemed delivered and effective upon sending.

(b) No Waiver of Covenants. No waiver of any default hereunder shall be implied from any omission by either party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. The subsequent acceptance of Rent by the City shall not be deemed to be a waiver of any preceding breach by Licensee of any agreement, condition or provision of this License, other than the failure of Licensee to pay the particular Rent so accepted, regardless of the City's knowledge of such preceding breach at the time of acceptance of such Rent. One or more waivers of any breach of any covenant, term, or condition of this License shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

(c) No Consequential Damages. Notwithstanding any contrary provision herein, the City shall not be liable under any circumstances for injury or damage to, or interference with, Licensee's business, or for any consequential, incidental or special damages, including but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring.

(d) Joint and Several Liability. If Licensee is composed of more than one signatory to this License, each signatory shall be jointly and severally liable with each other signatory for payment and performance according to this License. The act of, notice to, notice from, refund to or signature of, any signatory to this License (including, without limitation, modifications of this License made by fewer than all such signatories) shall bind every other

signatory as though every other signatory had so acted, or received or given the notice or refund, or signed.

(e) Nature of License. The City does not warrant its title or ownership of the Licensed Property. This License is not exclusive. The City is not prohibited from granting permission to others to occupy or use portions of the Licensed Property where such uses are not inconsistent with this License. No possessory interest is granted to Licensee in the License Property. The City reserves all rights not expressly granted by this License. This License does not create any rights in any third party.

(f) Risk of Loss to Licensee's Property. Licensee bears all risk of any and all damage and loss to Licensee's or Licensee's Tenant's property being on the Licensed Property.

(g) Entire Agreement; Amendment. This License represents the entire agreement between the parties relating to the Licensed Property and supersedes all other agreements and representations made prior hereto. No amendment hereof shall be binding on either party unless and until approved in writing by both parties, with the Mayor signing on behalf of the City and a representative of Licensee signing on behalf of Licensee.

(h) Severability. If any provision of this License or any application hereof shall be found to be invalid or unenforceable, for any reason, such provisions shall be enforceable to the maximum extent permitted by law and the remainder of this License and any other application of such provision shall not be affected thereby.

(i) Choice of Law and Venue. This License shall be administered and interpreted under the laws of the State of Washington. Exclusive venue for litigation arising from or relating to this License shall be in Snohomish County, Washington.

(j) Additional Provision(s). The parties will comply with any Additional Provision(s) in Part A. If an Additional Provision contains an obligation concerning events or conduct after the termination of this License, then the obligation survives the termination.

(k) Survivability. All clauses of this License that require performance beyond the expiration of termination of the License shall survive such termination or expiration.

(l) No Third Party Beneficiary. This Lease is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, interest, claim or cause of action in or for any third-party.

(m) Regulatory Authority Reserved. Licensee expressly acknowledges that the City is a municipal corporation organized under the laws of the state of Washington and has executed this Lease in its capacity as owner of the Licensed Property. Nothing in this Lease shall be construed as waiving, abridging or otherwise limiting the City of Everett's regulatory authority, police power and/or legislative discretion, which are hereby expressly reserved in full. Without prejudice to the foregoing, nothing in this License shall be construed as entitling Licensee to receive any permit, license or other regulatory approval, or as waiving or excusing Licensee's compliance with any applicable regulatory process.

(n) Public Records Disclosure. Licensee expressly acknowledges that the City is an “agency” as defined by Chapter 42.56 RCW, and is fully subject to the provisions governing the disclosure of public records codified in that statute. To the extent required or otherwise authorized by said statutes or other applicable law:

➤ Any public records submitted to or generated by City in connection with this License are potentially subject public to inspection and copying upon request. Licensee expressly waives any claim or cause of action against City arising out of such disclosure.

➤ Licensee shall fully cooperate with and assist City with respect to any request for public records received by City and related to any public records generated, produced, created and/or possessed by City and related to this License. Upon written demand by City, Licensee shall furnish City with full and complete copies of any such records within ten business days. Licensee’s failure to timely provide such records upon demand shall be deemed a breach of this License. To the extent that City incurs any monetary penalties, attorneys’ fees, and/or any other expenses as a result of such breach, Licensee shall fully indemnify and hold harmless City therefor.

For purposes of this subsection, the term “public records” shall have the same meaning as defined Chapter 42.56 RCW, as such chapter has been construed by Washington courts. The provisions of this subsection shall survive the expiration or termination of this Lease.

(o) Counterparts / Signatures. This License may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single License. Both parties agree that electronic signatures, copies of signatures by photocopy, email, pdf or fax shall be considered equivalent to handwritten signatures executed on paper. Scanned copies of a signature will be considered the same as a handwritten signature. AdobeSign signatures are fully binding.

[signatures on following pages(s)]

IN WITNESS WHEREOF, the City and Licensee have executed this License.

**CITY OF EVERETT
WASHINGTON**

5500 S. 1st Avenue, LLC

Cassie Franklin, Mayor

Signature: _____

Name of Signer: GORDON STEPHENSON

Title of Signer: Managing Member

Date

ATTEST

Office of the City Clerk



STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 3, 2024











2024 Real Property PSA - 5500 1st Avenue LLC_SD

Final Audit Report

2024-12-23

Created:	2024-12-09
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_ebaJ9JQ_FDIMmnQ1eAonhOLnU3xbCFt

"2024 Real Property PSA - 5500 1st Avenue LLC_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)
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-  Email viewed by gordon@rpaseattle.com
2024-12-16 - 0:37:17 AM GMT
-  Email viewed by gordon@rpaseattle.com
2024-12-19 - 10:51:30 PM GMT
-  Signer gordon@rpaseattle.com entered name at signing as Gordon Stephenson
2024-12-19 - 10:52:47 PM GMT



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Document signing automatically delegated to Ashleigh Scott (ascott@everettwa.gov) by Marista Jorve (mjorve@everettwa.gov)

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Document emailed to Marista Jorve (mjorve@everettwa.gov) for signature

2024-12-23 - 3:55:19 PM GMT



Email viewed by Ashleigh Scott (ascott@everettwa.gov)

2024-12-23 - 4:16:53 PM GMT



Document e-signed by Ashleigh Scott (ascott@everettwa.gov)

Signature Date: 2024-12-23 - 4:18:00 PM GMT - Time Source: server



Agreement completed.

2024-12-23 - 4:18:00 PM GMT