



## 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:

<b>Seller Address</b>	Stanley Peterson and Deanna Peterson
	9900 18th Ave. W.
	Everett, WA 98204
	srpeterson113@gmail.com
<b>Purchase Price</b>	\$ 1,277,805
<b>Deposit</b>	\$ \$12,000 (if “0” or left blank, then there is no deposit)
<b>Real Property</b>	The Seller is the owner of the real property located at 9900 18th Ave. W., Everett, WA 98204. 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> .
<b>Title Company and Closing Agent</b>	Rainier Title & Escrow of Everett
<b>Feasibility Study Period</b>	Feasibility Study Period expires <b>n/a</b> calendar days after the Effective Date.
<b>Buyer Address</b>	Real Property Manager City of Everett 802 E. Mukilteo Blvd., Everett, WA 98203
<b>Buyer Email Address</b>	realproperty@everettwa.gov

<b>Additional Provisions</b>	<p>As part of the closing, the parties will execute and deliver the residential lease in the form attached hereto as Exhibit C (the “Lease”), under which the Premises (as defined in the Lease) will at closing be leased by the Seller to the Buyer.</p> <p>Seller shall allow access to City for continued survey work and any other work related to the City’s anticipated use of the property. Seller to pay all utilities and maintain the property in reasonable condition.</p> <p>Buyer is buying and Seller is selling the Property under an imminent threat of the exercise of eminent domain as defined under WAC 458-61A-206. Buyer is a governmental entity authorized and empowered to condemn property for a public purpose pursuant to chapter 8.12 RCW. It is the specific intent of the parties that the provisions of this Agreement shall constitute the formal written notice required by WAC 458-61A-206(3)(a) that the Buyer has an intent to exercise its power of eminent domain to acquire the Property, if necessary</p>
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**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. BUYER'S CONTINGENCIES/SELLER'S CONTINGENCIES.**

(a) Feasibility Materials. 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 (the "**Feasibility Materials**"):

- 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) Feasibility Study Period. On or before the expiration of the Feasibility Study Period as set forth in the Basic Provisions (the "**Feasibility Study Period**"), Buyer shall conduct a review with respect to the Property to review the condition of the Property and all other matters related to the Property that the Buyer may consider in its sole discretion relevant, including without limitation its suitability for Buyer's intended use (the "**Feasibility Study**"). Seller and Buyer's Real Property Manager or designee may agree in writing to extend the Feasibility Study Period. The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable in its sole discretion. Buyer and Buyer's agents, representatives, consultants, and inspectors have the right, from time to time after the Effective Date, to enter upon the Real Property and conduct inspections and tests to ascertain the condition and suitability of the Property. Such inspections and tests shall be non-destructive unless otherwise agreed by the Seller and Buyer's Real Property Manager or designee in writing. **If Buyer delivers to Seller written notice effective on or before the expiration of the Feasibility Study Period that Buyer disapproves the Property, then the Deposit will be returned to Buyer, Buyer shall return**

**to Seller all Feasibility Materials to Seller, this Agreement terminates, and Seller and Buyer will be released from all further obligation or liability under the Agreement.** Buyer's determination to so disapprove is at Buyer's sole and absolute discretion.

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

- i. Buyer not delivering notice of disapproval of the Property prior to expiration of the Feasibility Study Period;
- 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 31, 2025**. The Closing 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 31, 2025**, or on 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. The Lease, in the form attached hereto as Exhibit C, duly executed and acknowledged by Seller.

(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.
- v. The Lease, in the form attached hereto as Exhibit C, duly executed and acknowledged by Buyer.

(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. Subject to the Lease, 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. Except as otherwise agreed under Additional Provisions, Seller shall not permit any tenants to occupy the Real Property.

**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 from 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).

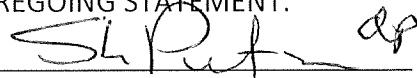
**11. CASUALTY LOSS/EMINENT DOMAIN.** Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Buyer thereafter. Seller shall immediately give notice to Buyer: (i) after the occurrence of any event causing material damage to the Property or any portion of the Property 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 IN THE SPACE HERE PROVIDED TO FURTHER EVIDENCE THEIR READING, APPROVAL OF AND AGREEMENT WITH THE FOREGOING STATEMENT.

  
\_\_\_\_\_  
Seller's Signature or Initials

CF  
\_\_\_\_\_  
Buyer's Signature or Initials

## 13. NOTICES/TIME.

(a) Notices. All notices shall be in writing and shall be (i) personally delivered, (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.

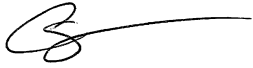
**18. SIGNATURE.** This Agreement is signed by each party using AdobeSign, which is fully binding.

*[signatures on following pages(s)]*

IN WITNESS WHEREOF THE PARTIES hereto have executed this Agreement.

**BUYER:**

**CITY OF EVERETT  
WASHINGTON**



\_\_\_\_\_  
Cassie Franklin, Mayor

ATTEST

01/06/2025

\_\_\_\_\_  
Date



\_\_\_\_\_  
Office of the City Clerk



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

**SELLER:**

**STANLEY PETERSON**

Signature: Sh Peterson

Name of Signer: Stanley Peterson

Title of Signer: Seller

**DEANNA PETERSON**

Signature: Dea Peterson

Name of Signer: Deanna Peterson

Title of Signer: Seller

**EXHIBIT A  
LEGAL DESCRIPTION**

**Parcel No. 00480600101903**

**Lot 19, Intercity Garden Tracts, according to the plat thereof recorded in Volume 13 of Plats, page 43, records of the Auditor of the County of Snohomish, State of Washington.**

**EXCEPT the East 345 feet thereof.**

**TOGETHER WITH an easement for water line over the Westerly 3 feet of Lot 7, Bloomfield Park, according to the plat thereof recorded in Volume 22 of Plats, page 10, records of the Auditor of the County of Snohomish, State of Washington.**

**Commonly known as 9900 18<sup>th</sup> Ave. W., Everett, WA 98204**

**AND**

**Parcel No. 00480600102001**

**The West 299 feet, as measured along the North line of Tract 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of the Auditor of the County of Snohomish, State of Washington.**

**TOGETHER with an easement for ingress, egress and utilities over, under and across the North 20 feet of the following described property: Lot 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of Snohomish County, State of Washington, except the West 299 feet, as measured along the north line of Tract 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of Snohomish County, 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

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Grantor:	STANLEY R. PETERSON and DEANNA PETERSON, Husband and Wife
Grantee:	City of Everett, a Washington municipal corporation
Legal Description:	INTERCITY GARDEN TRS BLK 001 D-03 LOT 19 LESS E 345FT THOF; and INTERCITY GARDEN TRS BLK 001 D-01 W 299FT AS MEAS ALG N LN OF TR 20.
Assessor's Tax Parcel ID#	00480600101903 and 00480600102001
Reference Nos. of Documents Released or Assigned:	N/A

**STATUTORY WARRANTY DEED**

STANLEY R. PETERSON AND DEANNA PETERSON, Husband and Wife, 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, to the same extent and purpose as if the rights herein granted had been acquired under the Eminent Domain statute of the State of Washington, the real property situated in the County of Snohomish, State of Washington legally described as follows:

**Parcel No. 00480600101903**

**Lot 19, Intercity Garden Tracts, according to the plat thereof recorded in Volume 13 of Plats, page 43, records of the Auditor of the County of Snohomish, State of Washington.**

**EXCEPT the East 345 feet thereof.**

**TOGETHER WITH an easement for water line over the Westerly 3 feet of Lot 7, Bloomfield Park, according to the plat thereof recorded in Volume 22 of Plats, page 10, records of the Auditor of the County of Snohomish, State of Washington.**

**Commonly known as 9900 18<sup>th</sup> Ave. W., Everett, WA 98204**



**AND**

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**The West 299 feet, as measured along the North line of Tract 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of the Auditor of the County of Snohomish, State of Washington.**

**TOGETHER with an easement for ingress, egress and utilities over, under and across the North 20 feet of the following described property: Lot 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of Snohomish County, State of Washington, except the West 299 feet, as measured along the north line of Tract 20, Intercity Garden Tracts, according to the plat thereof recorded in volume 13 of plats, page 43, records of Snohomish County, Washington.**

DATED: \_\_\_\_\_,

\_\_\_\_\_  
**STANLEY R. PETERSON**

\_\_\_\_\_  
**DEANNA PETERSON**

[APPROPRIATE ACKNOWLEDGEMENT AND APPROPRIATE EXHIBIT A TO BE INSERTED]











# 2024 Real Property Purchase and Sale Agreement\_9900 18th Ave W\_SD


Final Audit Report

2025-01-06


Created:	2024-12-31
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACJtpmZhJ7WTrCfAxEm6YScWUU0sjROR

## "2024 Real Property Purchase and Sale Agreement\_9900 18th Ave W\_SD" History

-  Document created by Marista Jorve (mjorve@everettwa.gov)  
2024-12-31 - 6:26:22 PM GMT
-  Document emailed to Darcie Byrd (DByrd@everettwa.gov) for approval  
2024-12-31 - 6:27:03 PM GMT
-  Email viewed by Darcie Byrd (DByrd@everettwa.gov)  
2024-12-31 - 6:33:07 PM GMT
-  Document approved by Darcie Byrd (DByrd@everettwa.gov)  
Approval Date: 2024-12-31 - 6:33:18 PM GMT - Time Source: server
-  Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval  
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-  Document approved by Tim Benedict (TBenedict@everettwa.gov)  
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-  Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature  
2024-12-31 - 6:33:56 PM GMT
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-  Document e-signed by Cassie Franklin (cfranklin@everettwa.gov)  
Signature Date: 2025-01-06 - 3:30:32 PM GMT - Time Source: server

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

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2025-01-06 - 3:30:35 PM GMT

 Document emailed to Ashleigh Scott (ascott@everettwa.gov) for signature

2025-01-06 - 3:30:35 PM GMT

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

Signature Date: 2025-01-06 - 4:15:54 PM GMT - Time Source: server

 Agreement completed.

2025-01-06 - 4:15:54 PM GMT