

REAL ESTATE PURCHASE AND SALE AGREEMENT

Wenatchee, Washington

_____, 2020

1. Seller. Seller is Wenatchee School District No. 246.
2. Purchaser. Purchaser is City of Wenatchee.
3. Agreement/Property. The Seller agrees to sell and the Purchaser agrees to purchase a 60' right of way between Springwater and Maple Streets, legally described as follows (the "Real Property") and as depicted on Exhibits A-1, A-2, A-3, A-4 and A-5:

A portion of the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter all in Section 32, Township 23 North, Range 20 E. W.M., Chelan County, Washington described as follows;

The distances of this description are in grid. Multiply by a combined scale factor of 1.000078523896 to derive ground distances.

Beginning at the Southeast corner of said Section 32; thence North 89°27'49" West along the South line of said Section 32 a distance of 1314.25 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of said, Section 32; thence continuing along the South line of said Section 32 North 89°27'49" West a distance of 1120.85 feet to the North quarter corner of Section 5, Township 22 North, Range 20 E. W.M, and the True Point of Beginning from which the South quarter corner of said Section 32 bears North 89°25'05" West a distance of 193.40 feet; thence continuing along the South line of said Section 32, North 89°25'05" West a distance of 147.79 feet; thence leaving South line of said Section 32, 22.52 feet through a non-tangent curve having a radius of 330.00 feet, a central angle of 03°54'35", with a chord bearing of North 63°07'14" West for a distance of 22.51 feet; thence North 61°09'56" West a distance of 30.53 feet; thence 146.12 feet through a tangent curve with a radius of 235.00 feet, a central angle of 35°37'35", with a chord bearing of North 43°21'09" West, for a chord distance of 143.78 feet; thence North 25°32'21" West a distance of 520.28 feet; thence 20.81 feet through a tangent curve with a radius of 330.00 feet, a central angle of 03°36'46", with a chord bearing of North 23°43'58" West, for a chord distance of 20.80 feet; thence North 21°55'35" West a distance of 299.64 feet; thence, 118.14 feet through a non-tangent curve having a radius of 326.93 feet, a central angle of 20°42'14", with a chord bearing of North 11°40'19" West for a distance of 117.49 feet; thence North 01°25'01" West a distance of 313.41 feet to the North line of the Southeast quarter of the Southwest quarter of said Section 32; thence South 89°33'09"

East along the North line of the Southeast quarter of the Southwest quarter of said Section 32 a distance of 60.03 feet; thence South 01°25'01" East a distance of 311.45 feet; thence 96.65 feet through a tangent curve with a radius of 270.00 feet, a central angle of 20°30'34", with a chord bearing of South 11°40'18" East, for a chord distance of 96.13 feet; thence South 21°55'35" East a distance of 299.64 feet; thence 17.02 feet through a tangent curve with a radius of 270.00 feet, a central angle of 03°36'46", with a chord bearing of South 23°43'58" East, for a chord distance of 17.02 feet; thence South 25°32'21" East a distance of 520.28 feet; thence 176.39 feet through a tangent curve with a radius of 175.00 feet, a central angle of 57°45'06", with a chord bearing of South 54°24'54" East, for a chord distance of 169.02 feet; thence South 83°17'28" East a distance of 257.84 feet to a point of the westerly right of way of Wenatchee Reclamation District Highline Canal; thence South 12°14'52" East along the right of way of said canal a distance of 15.16 feet; to the intersection of the said canal right of way and the Northerly right of way of Springwater Avenue; thence continuing along the right of way of said Springwater Avenue North 89°27'49" West a distance of 157.44 feet; thence South 00°34'55" West a distance of 15.00 feet to the True Point of Beginning.

The Seller also agrees to grant a perpetual easement for a road stormwater infiltration facility legally described as follows and as depicted on Exhibits B-1 and B-2:

A portion of the Southwest quarter of the Southeast quarter of Section 32, Township 23 North, Range 20 E. W.M., Chelan County, Washington described as follows;

The distances of this description are in grid. Multiply by a combined scale factor of 1.000078523896 to derive ground distances.

Beginning at the South quarter corner of said Section 32;
thence along the South line of said Section South 89°25'05" East a distance of 193.40 feet to the North quarter corner of Section 5, Township 22 North, Range 20 E.W.M, from which the Southeast corner of said Section 32 bears South 89°27'49" East a distance of 2435.12 feet;
thence continuing along the South line of said Section 32 South 89°27'49" East a distance of 160.86 feet to a point of the Wenatchee Reclamation District High Line Canal westerly right of way;
thence along said westerly right of way North 12°14'52" West a distance of 15.38 feet to a point on the northerly right of way of Springwater Avenue;
thence continuing along the Wenatchee Reclamation District High Line Canal westerly right of way North 12°14'52" West a distance of 15.16 feet to the True Point of Beginning;
thence continuing along said right of way North 12°14'52" West a distance of 79.10 feet;
thence North 8°29'46" West a distance of 0.90 feet;
thence North 89°31'21" West a distance of 53.91;
thence South 0°28'40" West a distance of 70.25 feet;
thence South 83°17'28" East a distance of 71.90 feet to the True Point of Beginning.

The easement grant shall be substantially in the form attached hereto as Exhibit C, to be signed and recorded at closing, and shall provide for: The purpose of a road stormwater infiltration facility, relocation at the option and expense of District provided its' new location accomplishes the purpose for which it was intended, expansion at the option of either the City or the District if necessary for additional capacity for more impervious area including the widening of Springwater Avenue and/or adding impervious area on the District property, and a joint maintenance agreement in the event stormwater from District property is routed to the infiltration facility.

4. Purchase Price. The total purchase price is One Hundred Forty Thousand Dollars (\$140,000).
5. Payment of Purchase Price. The entire purchase price shall be paid in cash at closing.
6. Condition of Title. Title is to be free of all encumbrances or defects except:
 - a. Rights reserved in federal patents or state deeds.
 - b. Building or use restrictions general to the area.
 - c. Existing easements not inconsistent with Purchaser's intended use.
 - d. Building or zoning regulations or provisions.
7. Title Insurance. Seller authorizes closing agent, at Seller's expense, to apply for a standard form owner's policy of title insurance to be issued by Central Washington Title Services, Inc. The title policy shall contain no exceptions other than those contained in said standard form and those not inconsistent with this Agreement. If title is not so insurable and cannot be made so insurable prior to closing, Purchaser may elect either to waive such encumbrances or defects, or to terminate this Agreement.
8. Conveyance. Seller shall convey title to the Real Property to Purchaser by Statutory Warranty Deed and the Easement by separate instrument free of encumbrances and defects except those included in this Agreement or otherwise acceptable to Purchaser.
9. Closing Agent. This sale shall be closed at the office of Central Washington Title Services, Inc. ("closing agent").
10. Time for Closing - Responsibilities of Parties. This sale shall be closed within thirty (30) days after satisfaction or waiver of all contingencies, but in any event not later than September 15, 2020. The Purchaser and Seller shall deposit with the closing agent all instruments, documents, and monies necessary to complete the sale in accordance with this Agreement.
11. Definition of Closing. "Closing" means the date on which all documents are recorded and the sale proceeds are available for disbursement to Seller.

12. Closing Costs.

a. Seller. Seller shall pay the following escrow and closing costs: One-half escrow closing fee, title insurance premium, and fee for preparation of Deed and Tax Affidavit. This sale is exempt from Real Estate Excise Tax per WAC 458-61A-205 (2).

b. Purchaser. Purchaser shall pay the following escrow and closing costs: One-half escrow closing fee, and recording fees for the Deed and Easement.

13. Possession. Seller shall deliver possession to Purchaser on closing.

14. Condition of Real Property. Purchaser acknowledges that it has inspected the Real Property. Purchaser accepts the Real Property "AS IS" in its current condition and acknowledges that it is not relying upon any representation or warranty concerning the condition, area or boundaries of the Real Property made by Seller or Seller's agents, employees or representatives not contained herein.

15. Merger. There are no other verbal or other agreements which modify or affect this Agreement.

16. Modification/Waivers. All subsequent modifications or waivers of any condition of this Agreement shall be in writing and signed by the appropriate parties.

17. Time. Time is of the essence of this Agreement. Seller is utilizing the process outlined Chapter 39.33 RCW relating to intergovernmental disposition of property. Buyer acknowledges and agrees that this Agreement is conditioned on Seller complying with all timing requirements therein.

18. Notices. Notice hereunder shall be in writing and may be mailed or delivered. If mailed, such notices shall be sent postage prepaid, certified or registered mail, return receipt requested, and the date marked on the return receipt by the United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered as follows:

TO PURCHASER: City of Wenatchee
 P.O. Box 519
 Wenatchee, WA 98807-0519

WITH COPY TO Steve D. Smith
PURCHASER'S Davis, Arneil Law Firm, LLP
ATTORNEY: 617 Washington Street
 Wenatchee, Washington 98801

TO SELLER: Dr. Paul Gordon
 Wenatchee School District, No. 246
 P.O. Box 1767
 Wenatchee, WA 98807-1767

WITH COPY TO
SELLER'S
ATTORNEY:

Brian J. Maroney
Davis, Arneil Law Firm, LLP
617 Washington Street
Wenatchee, Washington 98801

19. Waiver. No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or be construed so as to at any future time estop such party from exercising its rights or remedies.

20. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Chelan County, Washington.

21. Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each of the parties.

22. Attorney's Fees. If any suit or proceeding is instituted by the Seller or the Purchaser, including, but not limited to, filing of suit or requesting an arbitration, mediation or alternative dispute resolution process (collectively "proceedings"), and appeals and collateral actions relative to such suit or proceedings, the parties shall bear their own attorney's fees and costs incurred therein.

23. Counterparts/Facsimile. This Agreement may be executed separately or independently in any number of counterparts and may be delivered by manually signed counterpart, facsimile, or electronically. Each and all of these counterparts shall be deemed to have been executed simultaneously and for all purposes to be one document, binding as such on the parties.

The facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or electronically transmitted signatures by signing an original document.

24. Survival. All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorneys fees and costs, disclaimers, etc.

25. Investigation and Feasibility Study Contingency. Purchaser shall have the right to enter the Real Property and to conduct an investigation and a feasibility study of the suitability of the Real Property for Purchaser's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, and other land use and environmental restrictions, and availability, adequacy, and cost of utilities.

This Agreement is conditioned upon the suitability of the Real Property for Purchaser's intended use, in Purchaser's sole judgment and discretion. This contingency shall conclusively be deemed unsatisfied unless within 60 days after mutual acceptance of this Agreement Purchaser gives notice of disapproval, in which event this Agreement shall terminate, Purchaser shall restore the Real Property to its original condition (if changed in the course of the above investigation), Purchaser

shall deliver to Seller copies of all results and products of the investigation and feasibility study, and the earnest money shall be refunded to Purchaser.

26. Hazardous Materials.

a. Definitions.

- (1) Definition of “Environmental Laws.” The term “Environmental Laws” means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.
- (2) Definition of “Hazardous Material.” The term “Hazardous Material” means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) of the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

b. Compliance With Environmental Laws. Seller represents and warrants that:

- (1) Seller has no actual knowledge of the release or presence of any Hazardous Material on, in, from or onto the Real Property; and
- (2) Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or released any Hazardous Material on the Real Property, nor has Seller knowingly permitted the foregoing;
- (3) To the best of Seller’s actual knowledge, Seller has obtained all approvals and caused all notifications to be made as required by Environmental Laws;
- (4) To the best of Seller’s actual knowledge, Seller has not received any notice of any violation of any Environmental Laws;
- (5) To the best of Seller’s actual knowledge, no action as been commenced or threatened regarding Seller’s compliance with any Environmental Laws;
- (6) To the best of Seller’s actual knowledge, no tanks used for the storage of any Hazardous Material above or below ground are present or were at any time present on or about the Real Property; and

- (7) To the best of Seller's actual knowledge, no action has been commenced or threatened regarding the presence of any Hazardous Material on or about the Real Property.

c. No Waiver of Liability. Seller has not released or waived and will not release or waive the liability of any previous owner, lessee or operator of the Real Property or any party who may be potentially responsible for the presence or removal of Hazardous Material on or about the Real Property. Seller has made no promises of indemnification regarding Hazardous Material to any party regarding:

- (1) Any investigation or remedial action involving the presence of Hazardous Material on or about the Real Property or releases of Hazardous Material from the Real Property;
- (2) Any allegations made by any governmental authority or any private citizen or entity or group of citizens or entities as to the violation of any Environmental Laws involving the Real Property or the operations conducted thereon; and/or
- (3) Any injury or harm of any type to any person or entity or damage to any property arising out of, in connection with or in any way relating to (i) the generation, manufacture, refinement, transportation, treatment, storage, recycling, disposal or release, or other handling of Hazardous Material on or about the Real Property or pursuant to the operations conducted thereon, and/or (ii) the violation of any Environmental Laws, and/or (iii) the contamination of the Real Property.

d. Environmental Inspection. During the Feasibility Study Period, Purchaser will have the right to take soil and water samples (including groundwater samples) from the Real Property, and to test and analyze those samples to determine the extent of any contamination of the soils and water (including groundwater) on or about the Real Property. If, based on the results of those inspections and/or tests, Purchaser determines that the condition of the Real Property is unsatisfactory or if Purchaser believes that its ownership of the Real Property would expose Purchaser to undue risks of government intervention or third-party liability, Purchaser may, without liability, cancel the purchase of the Property and terminate this Agreement.

27. Property Disclosure Form. Seller is not required to provide to Purchaser the Seller Disclosure Statement provided for in RCW 64.06.013 per RCW 64.06.010(7). Seller represents that no answer to the questions in the section entitled "Environmental" would be "yes".

28. Approval. Seller's obligations hereunder are contingent upon approval of this Agreement by the Seller's Board of Directors not later than its regular meeting of June 23, 2020. Purchaser's obligations hereunder are contingent upon approval of this Agreement by the City Council of the City of Wenatchee not later than its regular council meeting of June 25, 2020. If either the Board of Directors or the Council does not approve this Agreement at said meeting, then this Agreement shall automatically terminate.

DATED this ____ day of _____, 2020.

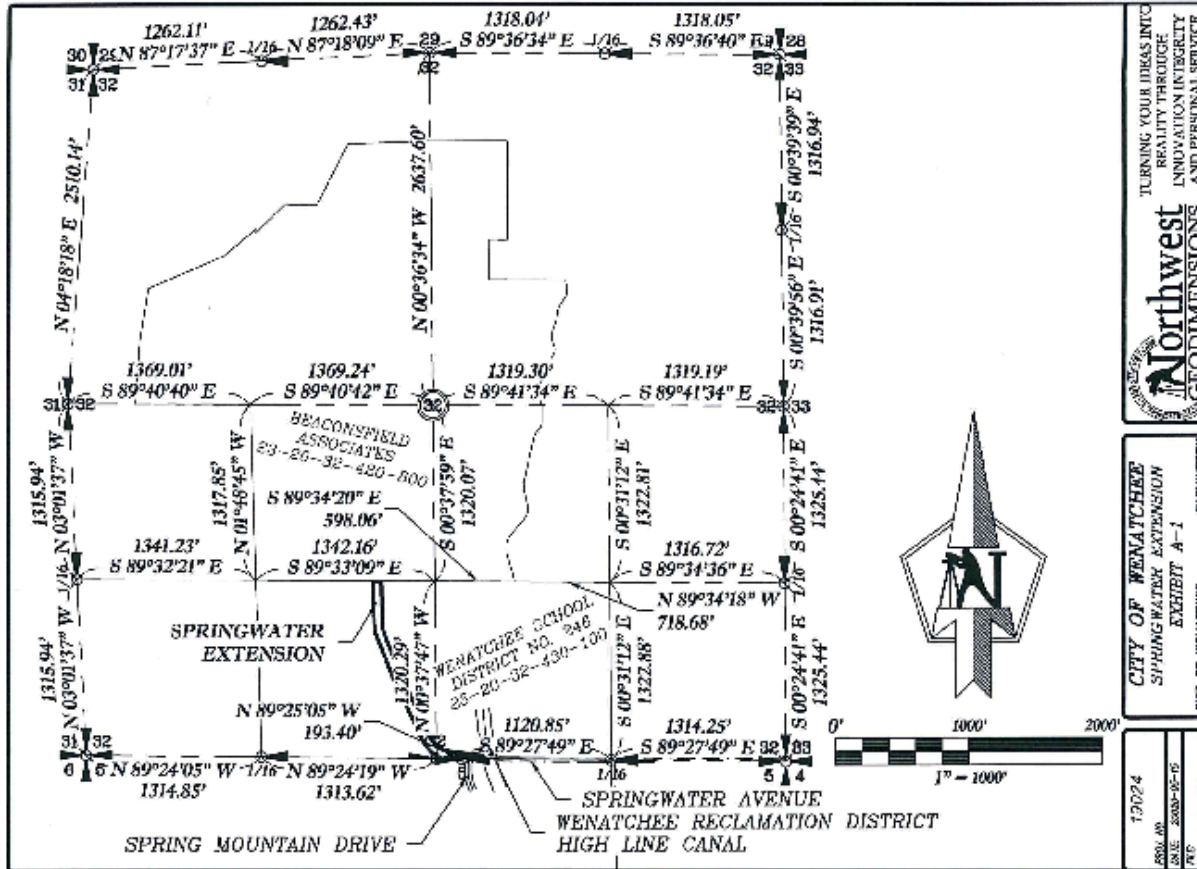
PURCHASER:
CITY OF WENATCHEE

By _____
FRANK J. KUNTZ, Mayor

SELLER:
WENTACHEE SCHOOL DISTRICT, NO. 246

By _____
DR. PAUL GORDON, Superintendent

EXHIBIT "A-1"



TURNING YOUR IDEAS INTO
REALITY THROUGH
INNOVATION, INTEGRITY
AND PERSONAL SERVICE

Northwest
GEODIMENSIONS

CITY OF WENATCHEE
SPRINGWATER EXTENSION
EXHIBIT A-1
CITY OF WENATCHEE WASHINGTON

17024
ASBL. 08 - 2003-05-15
DATE: 2003-05-15
JOB NO. 03-000000-000-000

EXHIBIT "A-2"

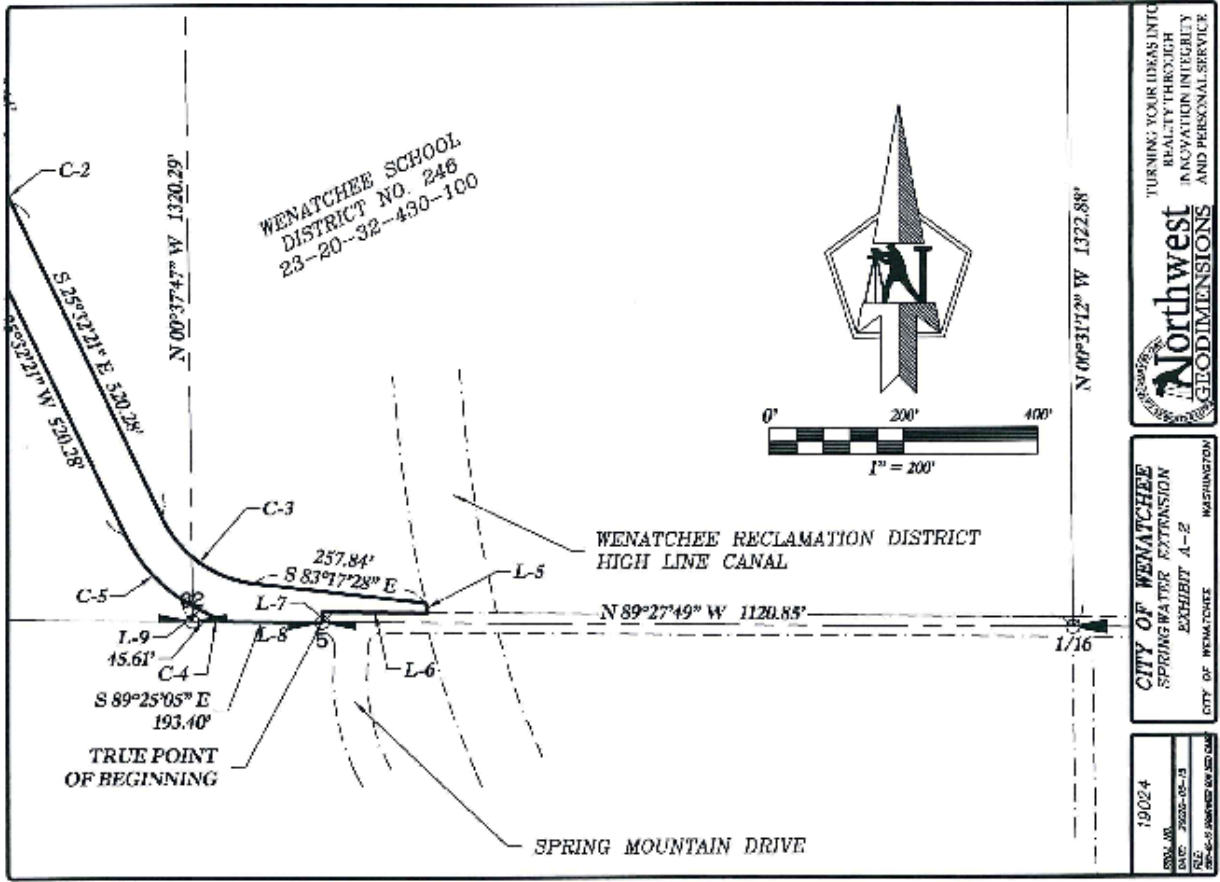
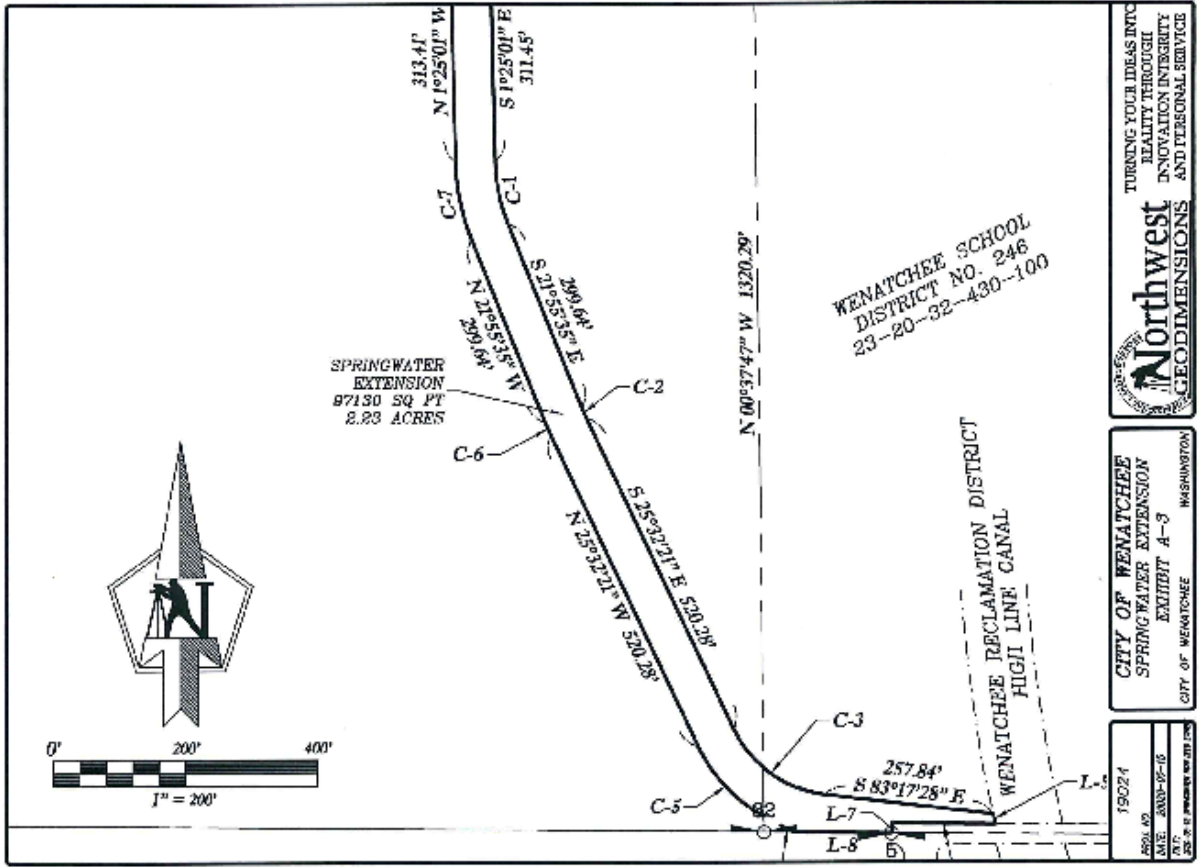


EXHIBIT "A-3"



TURNING YOUR IDEAS INTO
REALITY THROUGH
Northwest
INNOVATION INTEGRITY
AND PERSONAL SERVICE
CEDIMENSIONS

CITY OF WENATCHEE
SPRINGWATER EXTENSION
EXHIBIT A-3
CITY OF WENATCHEE WASHINGTON

19024
ASD, AG
DATE: 08-10-10
BY: S. J. PETERSON, PLS

EXHIBIT "A-4"

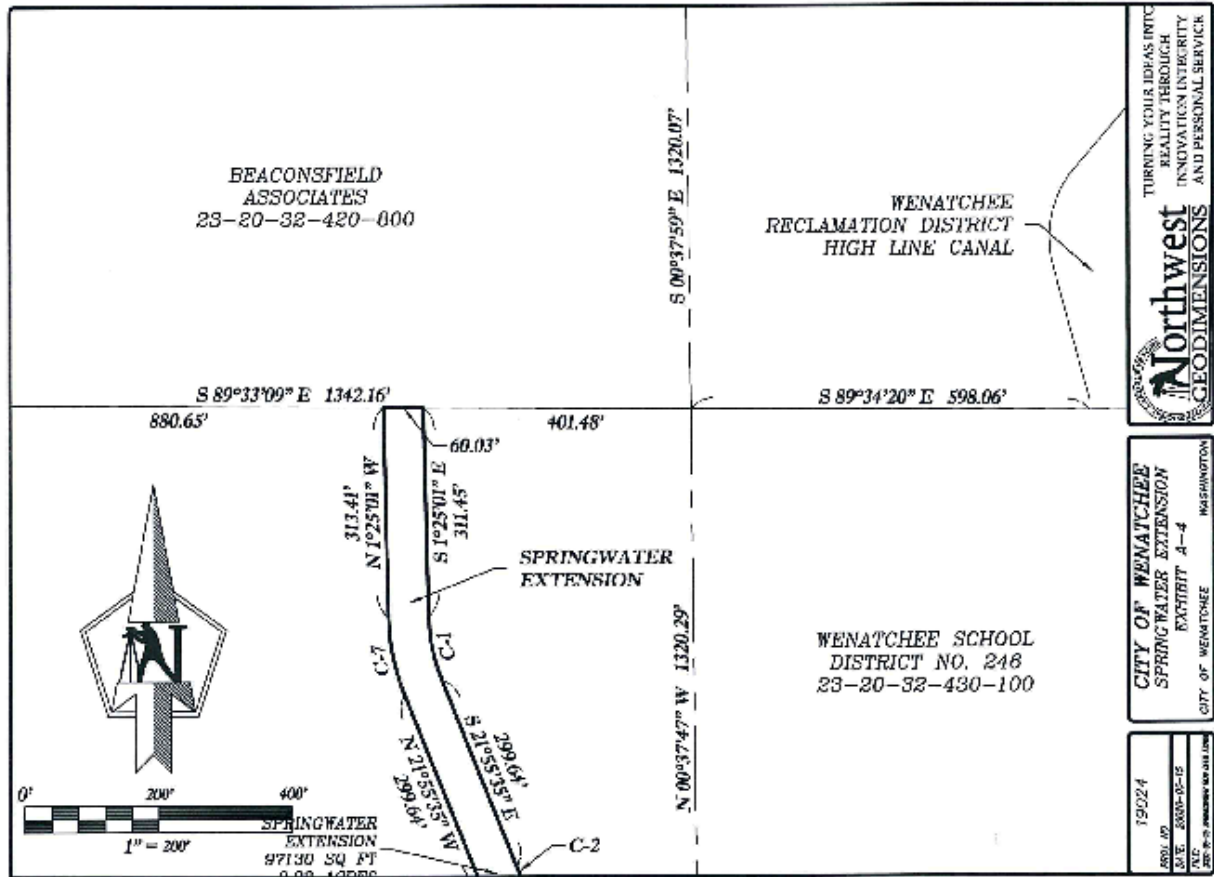


EXHIBIT "A-5"

<i>Curve Table</i>					
<i>Curve</i>	<i>Length</i>	<i>Radius</i>	<i>Delta</i>	<i>Course</i>	<i>Chord</i>
<i>C-1</i>	<i>96.65</i>	<i>270.00</i>	<i>20°30'34"</i>	<i>S 11°40'18" E</i>	<i>96.13</i>
<i>C-2</i>	<i>17.02</i>	<i>270.00</i>	<i>3°36'46"</i>	<i>S 23°43'58" E</i>	<i>17.02</i>
<i>C-3</i>	<i>176.39</i>	<i>175.00</i>	<i>57°45'06"</i>	<i>S 54°24'54" E</i>	<i>169.02</i>
<i>C-4</i>	<i>22.52</i>	<i>330.00</i>	<i>3°54'35"</i>	<i>S 63°07'14" E</i>	<i>22.51</i>
<i>C-5</i>	<i>146.12</i>	<i>235.00</i>	<i>35°17'35"</i>	<i>S 43°21'09" E</i>	<i>143.78</i>
<i>C-6</i>	<i>20.81</i>	<i>330.00</i>	<i>3°36'46"</i>	<i>N 23°43'58" W</i>	<i>20.80</i>
<i>C-7</i>	<i>115.14</i>	<i>326.93</i>	<i>20°42'14"</i>	<i>N 11°40'19" W</i>	<i>117.49</i>

<i>Line Table</i>		
<i>Line #</i>	<i>Length</i>	<i>Direction</i>
<i>L-5</i>	<i>15.16</i>	<i>N12° 14' 52"W</i>
<i>L-6</i>	<i>157.44</i>	<i>S89° 27' 49"E</i>
<i>L-7</i>	<i>15.00</i>	<i>N0° 34' 55"E</i>
<i>L-8</i>	<i>147.79</i>	<i>S89° 25' 05"E</i>
<i>L-9</i>	<i>30.53</i>	<i>S61° 09' 56"E</i>

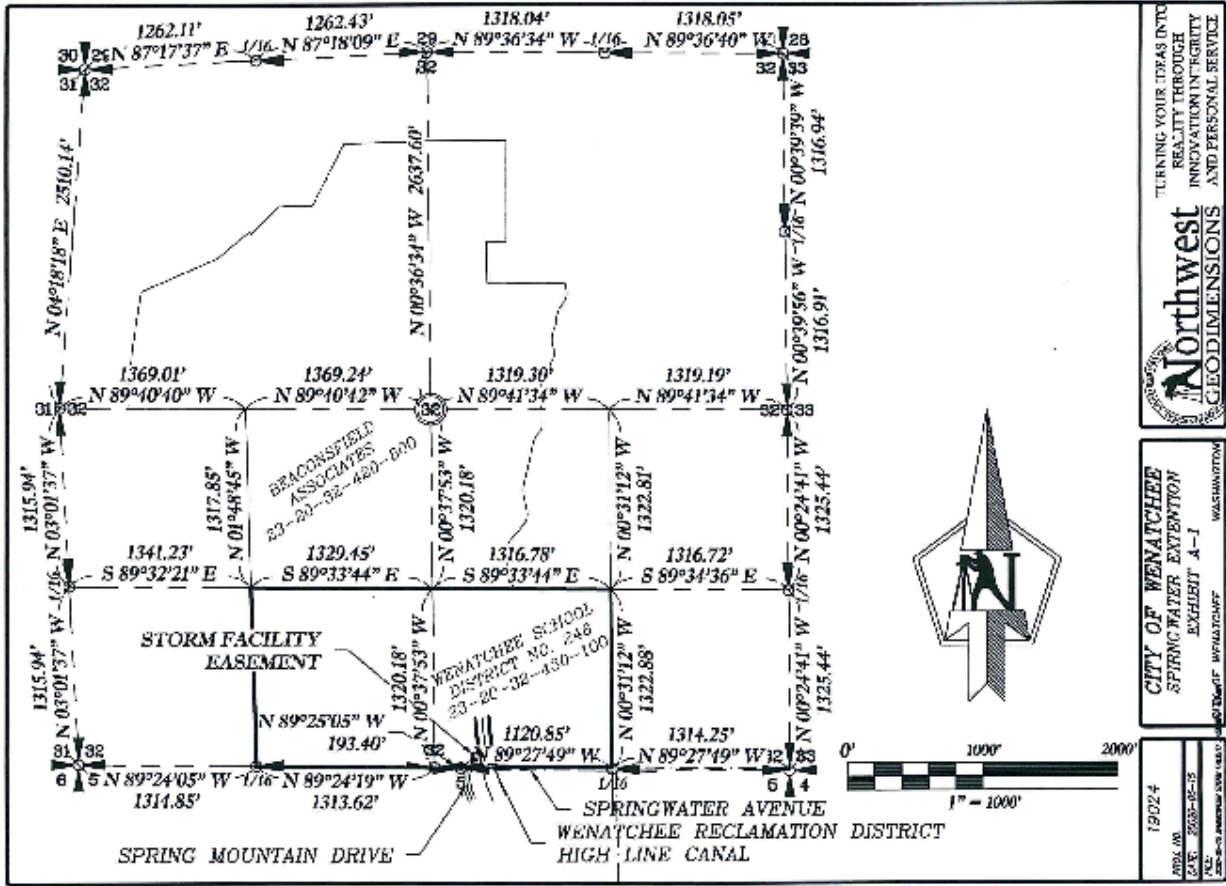
TURNING YOUR IDEAS INTO
 REALITY THROUGH
 INNOVATION INTEGRITY
 AND PERSONAL SERVICE

Northwest
 GEODIMENSIONS

CITY OF WENATCHEE
 SPRING WATER EXTENSION
 EXHIBIT A-5
 CITY OF WENATCHEE WASHINGTON

19024
 P&S NO. 2000-05-U
 DATE: 2000-05-11
 ALL RIGHTS RESERVED BY THE ISSUING OFFICE

EXHIBIT "B-1"



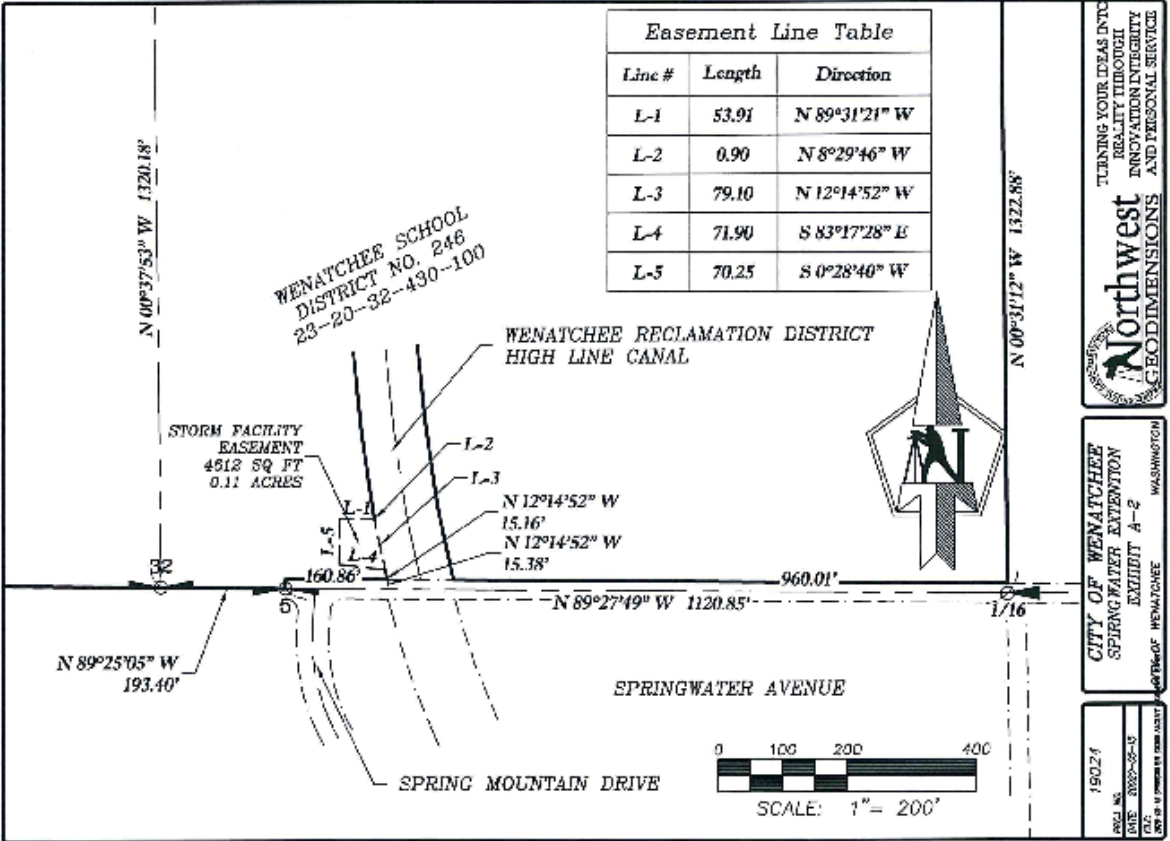
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Northwest
GEODIMENSIONS

CITY OF WENATCHEE
SPRING WATER EXTENSION
EXHIBIT A-1

19024
APR. 03
DATE 2003-05-15
FILED BY ANTHONY W. GIBSON (0001)

EXHIBIT "B-2"



Return Address:

City of Wenatchee – Public Works
25 North Worthen
Wenatchee, WA 98801

EXHIBIT “C”

GRANT OF STORMWATER INFILTRATION FACILITY EASEMENT

Reference numbers of related documents:

Grantor:

1. Wenatchee School District No. 246

Grantee:

1. City of Wenatchee

Legal Description:

- 1.

Assessor’s Property Tax Parcel Account Number(s):

The Grantor, Wenatchee School District No. 246, a municipal corporation of the State of Washington, for and in consideration of the mutual benefits to be derived by the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, conveys and grants to the City of Wenatchee, a municipal corporation of the State of Washington, a perpetual easement for the following described purposes over and across the following described real estate, situated in the County of Chelan, State of Washington:

A portion of the Southwest quarter of the Southeast quarter of Section 32, Township 23 North, Range 20 E. W.M., Chelan County, Washington described as follows;

The distances of this description are in grid. Multiply by a combined scale factor of 1.000078523896 to derive ground distances.

Beginning at the South quarter corner of said Section 32;
thence along the South line of said Section South 89°25'05" East a distance of 193.40 feet to the North quarter corner of Section 5, Township 22 North, Range 20 E.W.M, from which the Southeast corner of said Section 32 bears South 89°27'49" East a distance of 2435.12 feet;
thence continuing along the South line of said Section 32 South 89°27'49" East a distance of 160.86 feet to a point of the Wenatchee Reclamation District High Line Canal westerly right of way;
thence along said westerly right of way North 12°14'52" West a distance of 15.38 feet to a point on the northerly right of way of Springwater Avenue;
thence continuing along the Wenatchee Reclamation District High Line Canal westerly right of way North 12°14'52" West a distance of 15.16 feet to the True Point of Beginning;
thence continuing along said right of way North 12°14'52" West a distance of 79.10 feet;
thence North 8°29'46" West a distance of 0.90 feet;
thence North 89°31'21" West a distance of 53.91;
thence South 0°28'40" West a distance of 70.25 feet;
thence South 83°17'28" East a distance of 71.90 feet to the True Point of Beginning.

1. Purpose. The purpose of the easement is for constructing, reconstructing, repairing and maintaining a municipal road stormwater infiltration facility to be constructed on the above described property, together with ingress thereto and egress therefrom for the purpose of enjoying said easement and also granting to the Grantee and to those acting under said Grantee the use of said additional area immediately adjacent to said easement as shall be required for the constructing. All of said additional area used for construction shall be held to a minimum and returned to its original state by the Grantee or its agents.

2. Relocation of Easement. Grantor reserves the right to relocate the easement premises at its' option and expense so long as the new location of the infiltration facility accomplishes the purpose for which it was intended, as follows:

- a. Grantor shall first notify the Grantee of the proposed relocation by mailing notice to the Grantee at its' last address furnished pursuant hereto showing the proposed relocation, probable commencement and completion dates, all by mailing same, postage prepaid, at least thirty (30) days prior to commencement of relocation.

- b. At the completion of the work Grantor shall prepare for recording an amendment to the Easement Grant describing the new location of the easement to the Grantee, shall cause the same to be delivered to the Grantee, and shall furnish the Grantee evidence of title satisfactory to the Grantee showing an unencumbered easement in such Grantee, whereupon the change in location of the easement premises shall become effective, and appropriate releases of the prior location shall be executed in recordable form and exchanged between the parties hereto, their successors or assigns.

3. Expansion of Easement. Grantor shall have the right to expand the easement premises at its sole expense and use the stormwater infiltration facility for purposes of adding impervious area on Grantor's property, and Grantee shall have the right to expand the easement premises at its sole expense for purposes of widening of Springwater Avenue, as follows:

- a. The party desiring to expand the easement premises shall first notify the other of the proposed expansion by mailing notice to the other party at its last known address showing the proposed expansion, probable commencement and completion dates, all by mailing same, postage prepaid, at least ninety (90) days prior to commencement of the expansion.
- b. A joint use and maintenance agreement shall be entered into between Grantor and Grantee in the event Grantor desires to use the stormwater infiltration facility.
- c. At the completion of the work the party requesting the expansion shall prepare for recording an amendment to the Easement Grant describing the expanded easement premises, shall cause the same to be delivered to the other party for review and approval, whereupon the expansion of the easement premises shall become effective.

4. Term of Easement. The term of this easement is perpetual.

5. Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the land described herein.

6. Successors. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

