

HIGHLINE SCHOOL DISTRICT NO. 401

RESOLUTION NO.15-23

Re-Surplus and Sale of Lakeview Elementary School Site

WHEREAS, Highline School District No. 401 (the "District") is considering the sale of real property commonly known as the Lakeview Elementary School site, as legally described on Exhibit A (the "Property").

WHEREAS, pursuant to RCW 28A.335.120(1)(a), the Board is authorized to sell real property of the District which is no longer required for school purposes;

WHEREAS, the Board believes that the Property was declared surplus in March 1997 pursuant to a resolution of the then-acting board (the "Prior Surplus Determination");

WHEREAS, the City of Burien ("Burien") currently leases approximately 4.7 acres of the Property for park and recreational purposes.

WHEREAS, the Board held a public hearing on the proposed sale of the Property on May 4, 2022, has duly considered all relevant information on hand, and has received a recommendation from the District administration that the Property is no longer needed for school purposes;

WHEREAS, the District and the Burien have tentatively agreed upon the terms and conditions under which the District will sell the Property to Burien, as substantially set forth in the Purchase and Sale Agreement attached as Exhibit B (the "Purchase Agreement"); and

WHEREAS, the Board has concluded that it is in the District's best interest to sell the Property on substantially the terms set forth in the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Highline School District No. 401, King County, Washington, as follows:

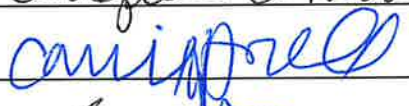
1. that the Prior Surplus Determination is hereby confirmed and ratified;
2. that the District has determined that the Property is, as of this date, not needed for school purposes, and therefore continues to be surplus;
3. that the District shall, in conformance with any remaining appraisal, public notice or hearing requirements of RCW 28A.335.120, proceed with the sale of the Property; and
4. that, subject to the public notice and hearing requirements of RCW 28A.335.120, the Superintendent is authorized and directed to: (i) proceed with the sale of the Property to Burien on substantially the terms and conditions of the Purchase Agreement; (ii) deposit proceeds from the sale into the appropriate District accounts; and (iii) execute, acknowledge and deliver any

and all necessary documents and take all further actions necessary or advisable to be done to accomplish the foregoing sale of the Property, all in accordance with Chapter 28A.335 RCW and other applicable laws and District policies.

ADOPTED this 16th day of August, 2023.

HIGHLINE SCHOOL DISTRICT NO. 401

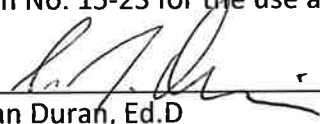


Angelica Chavira




Board of Directors

I, Ivan Duran, Secretary to the Board of Directors of Highline School District No. 401, do hereby certify that the above is a true and accurate copy of Resolution No. 15-23 for the use and purpose intended.



Ivan Duran, Ed.D
Secretary to the Board

Exhibit A

Legal Description of the Property

BURIEN LAKE VIEW TRS DIV #3 & S 40 FT OF W 50 FT OF 3 W 50 FT OF 4 THROUGH 8 & W 10 FT
OF 9-10 BLK 13

SITUATED IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

Exhibit B

Form of Purchase Agreement

[see attached]

Purchase and Sale Agreement

This Purchase and Sale Agreement (this “Agreement”) is entered into as of the Effective Date (date of the later signature) by and between the City of Burien (“Burien”), a Washington RCW Chapter 35A.03 noncharter code city, and Highline Public Schools, District #401 (the “Seller”). Burien and Seller are sometimes collectively referred to in this Agreement as the “Parties” and individually as a “Party.” The Parties have entered into this Agreement concerning the following facts:

RECITALS

- A. Burien is a State of Washington RCW Chapter 35A.03 noncharter code city.
- B. The Seller is a State of Washington public school district. When the Seller has property, it no longer needs, it may declare such property surplus and sell it.
- C. The Seller owns real property (Property) consisting of a 4.7-acre site located at 442 S.W. 160th Street, Burien, Washington, also referred to as King County Tax Parcel 1219000360. The Property is in Burien’s RS-7200 Zone, as designated by Burien’s Comprehensive Plan. The Property includes all appurtenances, such as all rights, privileges, and easements, including without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the Property, all development rights, air rights, water rights, and appurtenances belonging to the Property (the “Appurtenances”). No personal property is included in the sale. If any improvements or personal property remain on the Property, Burien shall have the right to retain, remove and dispose of such improvements and personal property and improvements as it sees fit.
- D. The Property is legally described in Exhibit A, attached hereto. The Seller has declared that the Property is surplus.
- E. Burien intends to acquire the Property to retain it as a public park (“Lakeview Park”).
- F. The Seller wishes to sell the Property, and Burien now desires to buy the Property on the terms and conditions set forth herein.
- G. Burien is purchasing the Property with Burien funding, including funds from the US Department of Housing and Urban Development Community Development Block Grant via the King County Community Development Block Grant Consortium, and King County Conservation Futures funds.
- H. Burien shall comply with the acquisition requirements of the associated funding agencies, as described herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale. Seller agrees to sell to Burien, and Burien agrees to purchase

from Seller the Property, subject to this Agreement's terms and conditions.

2. Purchase Price. The purchase price for the Property (the "Purchase Price") is two million four-hundred fifty thousand dollars (\$2,450,000).

3. Earnest Money Deposit. Upon mutual execution of this Agreement by Burien and Seller, Seller shall deliver to First American Title Insurance Company at 555 S. Renton Village Place, Ste 760, Renton, WA 98057.

Burien will provide First American Title Insurance Company a promissory note payable to Seller for twenty-five thousand dollars (\$25,000) using the "Earnest Money Note" in the form attached hereto as Exhibit C as an earnest money deposit towards the Purchase Price for the Property. If Burien learns that it has lost any related grants or funding sources for the purchase of the Property on or before the Due Diligence Period expires, then this Agreement shall be deemed terminated, and the Escrow Agent shall return the Earnest Money Note to Burien, and neither Party shall have any further rights, duties, or obligations under this Agreement except as otherwise expressly provided herein. If Burien elects to proceed with the transaction as contemplated by this Agreement and Burien does not elect to terminate this Agreement prior to the expiration of the Due Diligence Period, then Burien shall be required to deliver non-refundable funds to Escrow Agent in payment of the Earnest Money Note within ten (10) business days after the expiration of the Due Diligence Period to be held in escrow pending the closing of the transaction contemplated by this Agreement (together with any interest earned thereon, the "Earnest Money Deposit"). Concurrently with the payment of the funds in payment of the Earnest Money Note to the Escrow Agent, the Earnest Money Note shall be returned to Burien by Escrow Agent marked "Paid in Full." If the transaction contemplated by this Agreement is closed, then the Earnest Money Deposit will be applied toward payment of the Purchase Price to be paid at the closing. If the transaction is not closed, then the Escrow Agent will disburse the Earnest Money Deposit under the provisions of this Agreement.

4. Due Diligence.

The 180-day Due Diligence Period will commence when both parties have signed this purchase and sale agreement. Both parties retain the option to request a 180-day extension of the Due Diligence Period. A request for an extension of the Due Diligence period must be submitted in writing no later than ten (10) calendar days before the Due Diligence period ends. The Parties agree an extension of the Due Diligence period can be requested a maximum of two (2) times. Burien has the right to analyze the Property as Burien, in its sole discretion, may desire, to permit Burien to determine the suitability of the Property for Burien's contemplated uses and to conduct such other review and investigation which Burien deems appropriate to satisfy itself to acquire a fee interest in the Property. If Burien determines, in its sole judgment, that the Property is not suitable for any reason for Burien's intended use or purpose, or is not in satisfactory condition, in its sole and absolute discretion, then Burien may terminate this Agreement by written notice to Burien (the "Due Diligence Notice") before the expiration of the Due Diligence period, in which case the Earnest Money Deposit or the Earnest Money Note, as applicable, will be returned to Burien, and neither Party shall have any further right or obligation under this Agreement except for those rights or obligations that expressly survive termination. Seller and Burien acknowledge and agree that if Burien delivers the Due Diligence Notice under this Agreement on or before the Due Diligence period expires, this Agreement will be deemed terminated, and all rights and obligations

of the Parties shall terminate, except those that expressly survive termination. If Burien does not complete due diligence or is silent regarding due diligence after the Due Diligence period expires, the Seller may terminate the agreement.

The Seller agrees to share documentation of as-builts post demolition of the school structures, environmental studies and documents related to the property, and history of previous site use, if available. The Seller shall reveal any and all information about known risks of or the existence of hazardous substances currently located on the property and documentation of any clean-up actions taken at the property.

4.1 In compliance with the US Department of Housing and Urban Development Community Development Block Grant requirements, as administered by the King County Community Development Block Grant Consortium, notwithstanding any other provision of this Agreement, Burien shall have no obligation to purchase the Property, and no transfer of title to Burien may occur, unless and until King County has provided Burien and/or Seller with a written notification that: (1) it has completed a federally-required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Agreement, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property, or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. King County shall use its best efforts to conclude the environmental review of the property expeditiously.

4.2 Access. While this Agreement remains in effect, Seller hereby authorizes Burien to perform any and all tests, inspections, and investigations of the Property that Burien deems necessary or desirable, including, without limitation, surveys; soil, geotechnical and environmental audits, studies, reports, and assessments), all subject to the due diligence process.

5. Escrow; Closing.

5.1 Escrow. The Parties hereby appoint Escrow Agent to hold the escrow and conduct the Closing under this Agreement. Upon execution of this Agreement, Burien will deposit a copy of this Agreement with the Escrow Agent and direct the Escrow Agent to open escrow for the benefit of Seller and Burien under the terms of this Agreement.

5.2 Closing. The closing of this Agreement ("Closing") shall take place on a mutually agreeable date within thirty (30) calendar days after the date all the conditions precedent to Closing have occurred. Burien acknowledges that after all conditions to Closing under this Agreement have been satisfied (or waived by Seller), Seller requires a minimum of five (5) business days to deliver signed documents to Escrow Agent.

5.3 Conveyance of Property. At Closing, the Seller shall convey to Burien fee simple title to the Property by Bargain and Sale Deed subject only to the Permitted Exceptions in substantially the form attached hereto as **Exhibit B** (the "Deed").

5.4 Possession. Possession of the Property shall be delivered to Burien at 5:00 p.m. on the Closing date.

5.5 Deliveries by the Parties.

5.5.1 Delivery by Seller. On or prior to Closing, Seller shall deposit with Escrow Agent:

- (1) The Deed duly executed and acknowledged.
- (2) Four (4) original counterpart copies of the real estate excise tax (REET) affidavit, duly executed.
- (3) Any documents reasonably requested by the Title Company or Escrow Agent to close the transaction or issue the Title Policy; and
- (4) Funds necessary to pay the Seller's portion of the Closing costs and escrow fees.

5.5.2 Delivery by Burien. On or prior to Closing, Burien shall deposit with Escrow Agent:

- (1) The Purchase Price less credit for the Earnest Money Deposit.
- (2) Four (4) original counterpart copies of the real estate excise tax affidavit duly executed.
- (3) Any documents reasonably requested by the Title Company or Escrow Agent to close the transaction or issue the Title Policy; and
- (4) Funds necessary to pay Burien's portion of the Closing costs and escrow fees.

5.6 Closing Costs and Expenses. The Parties shall each pay their own attorneys' fees and expenses to perform their obligations hereunder in addition to the following:

5.6.1 Seller. The Seller shall pay the owner's standard coverage portion of the Title Policy; all real estate excise taxes and other transfer taxes applicable to the Property; and one-half (1/2) of the Escrow Agent fees.

5.6.2 Burien. Burien shall pay one-half (1/2) of the Escrow Agent fees and the premium differential between the owner's standard coverage and the owner's extended coverage for the Title Policy, recording of the deed, and filing of the Real Estate Excise Tax Affidavit (REETTA); if Burien desired extended coverage, together with the cost of any endorsements requested by Burien.

5.7 Closing Statements. The prorations (if any) shall be made based on a written closing statement submitted by Escrow Agent to the Seller and Burien before the Closing Date and approved by the Seller and Burien, which approval shall not unreasonably be withheld. If any prorations or apportionments made hereunder shall prove incorrect for any reason, then either Party shall be entitled to an adjustment to correct the same. Any item that cannot be prorated

because of the unavailability of information shall tentatively be prorated based on the best data then available and re-prorated between the Seller and Burien when the information becomes available. Notwithstanding the foregoing, any adjustments or re-prorations shall be made, if at all, within one year after the Closing Date.

6. Title and Survey.

61 Preliminary Commitment. The Seller shall provide Burien with a commitment for a 2006 form of ALTA standard owner's coverage title insurance policy issued by the Title Company describing the Property, showing all matters pertaining to the Property, listing Burien as the prospective named insured and showing as the policy amount the total Purchase Price (the "Title Commitment"). Title Company shall also deliver to Burien true, correct, and legible copies of all documents referred to in the Title Commitment as conditions or exceptions to title to the Property (the "Title Documents").

62 Title Review. The Parties acknowledge and agree that Seller shall convey, and Burien shall accept conveyance of, the Property subject to the terms of this Agreement.

63 Title Policy. Burien shall receive at Closing an owner's standard or extended coverage title policy, as requested by Burien ("Title Policy") issued by the Title Company. The Title Policy shall insure fee simple, indefeasible title to the Property in Burien. The Title Policy shall contain endorsements as Burien may require. The Seller shall provide any affidavits, certifications, or instruments duly executed and acknowledged by the Seller as may reasonably be required by the Title Company to issue the Title Policy. Burien's obligation to close this transaction shall be contingent on Burien's receipt of such Title Policy.

64 Survey. At Burien's cost, Burien may obtain a current ALTA/ASCM survey of the Property prepared by a licensed or registered surveyor, which will be satisfactory to Burien and Title Company.

7. "As Is" Condition of Property. Subject to the representations and warranties in Section 11 below, the representations and warranties of Seller, and a satisfactory environmental Property review of environmental, Burien acknowledges and agrees that it is purchasing the Property as is, where is, with all faults, with any and all patent and latent defects.

8. Property Taxes. The Property is currently exempt from property taxes. Burien shall be responsible for applying for any new exemptions from property taxes for the Property. To the extent not otherwise exempt, all property taxes arising from the Closing and thereafter shall be Burien's sole responsibility.

9. [Intentionally Omitted].

10. Representations and Warranties.

10.1 Seller. The Seller represents and warrants to Burien that as of the date it executes this Agreement and as of Closing:

10.1.1 The Seller has the legal power, right, and authority to enter into this Agreement and all documents required to be executed by the Seller under

this Agreement and to consummate the transaction contemplated by this Agreement.

10.1.2 To the Seller's actual knowledge, there are no pending or threatened (in writing) actions, suits, arbitrations, claims, or proceedings, at law or in equity, adversely affecting the Property, or asserting any claim or interest therein or questioning the Seller's title thereto, or relating to the proposed disposition of the Property, or in which the Seller is a party because of the Seller's ownership of the Property, including any eminent domain proceeding.

10.1.3 The Seller has not entered into any oral or written leases, subleases, rental agreements, easements, licenses, or agreements regarding the Property or any portion thereof that would encumber any part of the Property or bind Burien after the Closing, other than the Permitted Exceptions, if any.

10.1.4 The Seller has not received any notices from any governmental authority concerning any violation of any statute, ordinance, or regulation with which the Property must comply.

102 Burien. Burien represents and warrants to the Seller that as of the date it executes this Agreement and as of Closing:

10.2.1 Burien has the legal power, right, and authority to enter into this Agreement and the documents required to be executed by Burien under this Agreement and to consummate the transactions contemplated by this Agreement.

10.2.2 All requisite action (legislative approval, grant satisfaction, etc.) has been taken by Burien in connection with entering into this Agreement, the documents required hereby to be executed by Burien, and the consummation of the transaction documents contemplated hereby.

No person who is or has been a officer, employee, or contractor of the Seller during the period beginning six months before the execution of this Agreement and extending through the Closing Date is an officer, director, member, or employee of Burien.

11. Conditions Precedent to Closing.

11.1 Burien's Obligations to Close. Burien's obligations under this Agreement are expressly conditioned on, and subject to the satisfaction of, the following conditions:

11.1.1 Performance by Seller. The Seller shall have performed all material obligations required by this Agreement.

11.1.2 Title Policy. Title Company shall be ready and able to issue the Title Policy, subject only to the Permitted Exceptions, to Burien, provided Burien has fulfilled its obligations.

11.1.3 Representations and Warranties True. The representations and warranties of the Seller contained in this Agreement shall be true and correct in all material respects.

The conditions set forth in this Section above are intended solely for the benefit of Burien. If any of the foregoing conditions are not satisfied as of the Closing Date, Burien shall have the right at its sole election either to waive the condition in question and proceed with the purchase of the Property or, in the alternative, to terminate this Agreement, in which case the Parties will have no further obligations hereunder other than those obligations that expressly survive termination.

11.2 Seller's Obligations to Close. The Seller's obligations under this Agreement are expressly conditioned on, and subject to satisfaction of, the following conditions:

11.2.1 Performance by Burien. Burien shall have performed all material obligations required by this Agreement to be performed by it.

11.2.2 Representations and Warranties True. The representations and warranties of Burien contained herein shall be true and correct in all material respects.

11.2.3 Deed Restrictions. The property herein conveyed was purchased with King County Conservation Futures Tax Levy funds and is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, et seq., and King County Code 26.12.003, et seq.

12. Termination. If any of the conditions set forth herein, not addressed in Article 13, are not satisfied or waived by the date provided in such condition, the party entitled to the benefit of such condition shall have the right to terminate this Agreement and the escrow by giving written notice of such termination to the other party and Escrow Agent. If Burien is the party to benefit from such a condition and the period has not expired, then the Earnest Money Deposit shall be returned to Burien. If Burien is the party entitled to the benefit and the due diligence period has not expired, then the Earnest Money Deposit shall be returned to Burien. If the Seller is the party entitled to the benefit and the due diligence period has expired, then the Seller shall retain the Earnest Money Deposit.

In the event of such termination, all escrow and title charges shall be divided equally between the Parties (unless one party is in default, in which case the defaulting party shall be responsible for all escrow and title charges payments), and this Agreement will be of no further force and effect, and the Parties shall have no further liability except as expressly set forth in this Agreement for matters surviving termination. All documents delivered to Escrow Agent shall be returned to the depositing party.

13. Legal and Equitable Enforcement of this Agreement.

13.1 Application of Remedies. This Article shall govern the Parties' rights to terminate this Agreement and the Parties' remedies for breach or failure under this Agreement.

13.2 No Fault of Parties.

A. Bases for No-Fault Termination. The following events permit a Party to terminate this Agreement without the fault of the other:

1. Financing. Despite good faith efforts, Burien cannot secure the necessary financing for the Property.
2. [Intentionally Omitted].
3. Due Diligence. Burien disapproves of the suitability of the Property.
4. Title. Burien disapproves of the condition of title to the Property following Section 5.3.
5. Casualty. Burien elects to terminate the Agreement in the event of a Casualty (See Section 14).
6. Mutual Agreement. The Parties are unable, despite good faith efforts, to come to a mutual agreement, promptly, upon any agreement or understanding that is material to this Agreement and for which mutual agreement is required under this Agreement.

B. Termination Notice; Effect of Termination. Upon the happening of an event described in Section 13.2A and at the election of either Party, this Agreement may be terminated by written notice to the other Party. Upon termination pursuant to Section 13.2A, any costs incurred by a Party in connection with this Agreement shall be completely borne by such Party, and neither Party shall have any rights against or liability to the other, except concerning the survival of certain terms of this Agreement as provided in Section 13.7.

133 Section 15.3 Fault of Seller.

A. Seller Event of Default. Except as to events constituting a basis for termination under Section 13.2, each of the following events, if uncured after expiration of the applicable cure period, shall constitute a "Seller Event of Default":

1. Except as provided in Section 13.2, the Seller, without good cause, fails to convey the Property within the time and in the manner specified provided Burien has satisfied all the Conditions of Closing and is otherwise entitled to such conveyance.
2. The Seller breaches any other material provision of this Agreement.

B. Notice and Cure; Remedies. Upon an event described in Section 13.3A, Burien shall first notify the Seller in writing of the Seller's purported breach or failure. The Seller shall have sixty (60) calendar days from receipt of such notice to cure such breach or failure; provided, however, that if such breach or failure cannot reasonably be cured within such sixty (60) calendar day period and the Seller has commenced the cure within such sixty (60) day period and thereafter is diligently working in good faith to complete such cure, the Seller shall have additional time as may reasonably be necessary to cure the breach or failure. Notwithstanding anything to the contrary herein, if the Parties are in good faith disputing whether the Seller has caused a breach or failure of performance of this Agreement, then the Seller shall not be deemed to have caused such breach or failure of performance until the Seller has been determined by a court of competent jurisdiction to have

caused a breach or failure under this Agreement. If the Seller does not cure within the applicable cure period set forth above, then the event shall constitute a “Seller Event of Default,” and Burien may pursue all remedies available at law or in equity in addition to any other remedies expressly provided herein.

134 Fault of Burien.

A. Burien Event of Default. Except as to events constituting a basis for termination under Section 13.2, each of the following events, if uncured after expiration of the applicable cure period, shall constitute a “Burien Event of Default:”

1. Burien breaches any material provision or material obligation to be performed by Burien under this Agreement.
2. Any representation or warranty of Burien contained in this Agreement or any application, financial statement, certificate, or report submitted to Seller in connection with this Agreement proves to have been incorrect in any material and adverse respect when made and continues to be materially adverse to Seller.
3. A court having jurisdiction shall have made or entered any decree or order (a) adjudging Burien to be bankrupt or insolvent, (b) approving as properly filed a petition seeking reorganization of Burien, seeking any arrangement for Burien under the bankruptcy law or any other applicable debtor’s relief law or statute of the United States or any state or other jurisdiction, (c) appointing a receiver, trustee, liquidator, or assignee of Burien in bankruptcy or insolvency or for any of their properties, or (d) directing the winding up or liquidation of the City of Burien.
4. Burien shall have assigned its assets for the benefit of its creditors (other than pursuant to a Security Financing Interest) or suffered sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached, or executed upon shall have been returned or released within ninety (90) calendar days after such event.

B. Notice and Cure; Remedies. Upon any event described in Section 13.4A, Seller shall first notify Burien in writing of its purported breach or failure. Burien shall have sixty (60) calendar days from receipt of such notice to cure such breach or failure; provided, however, that if such breach or failure cannot reasonably be cured within such sixty (60) day period and Burien has commenced the cure within such sixty (60) day period and thereafter is diligently working in good faith to complete such cure, Burien shall have additional time as may reasonably be necessary to cure the breach or failure; provided, however, that a default by Burien under Section 13.4(A)(1) shall constitute a Burien Event of Default immediately upon its occurrence without need for notice and without an opportunity to cure. Notwithstanding anything to the contrary herein, if the Parties are in good faith disputing whether Burien has caused a breach or failure of performance of its obligations under this Agreement, then Burien shall not be deemed to have caused such breach or failure of performance until a court of competent jurisdiction has determined that Burien has caused a breach or failure of performance under this Agreement. If Burien does not cure within the applicable cure period set forth

above, then the event shall constitute a Burien Event of Default, and the Seller may pursue all remedies available at law or in equity in addition to any other remedies expressly provided herein.

C. Termination of the Agreement. In addition to all other remedies available at law or in equity, the City of Burien shall have the right, at its option and subject to legal process, to terminate this Agreement if, before the Closing, Seller fails to (ii) assigns this Agreement or any rights herein in violation of this Agreement if such violation is not cured within sixty (60) calendar days after the date of receipt of written notice thereof by the City of Burien to the Seller.

135 [Intentionally Omitted].

136 [Intentionally Omitted].

137 Survival. Upon termination of this Agreement, those provisions of this Agreement that recite that they survive termination of this Agreement shall remain in effect and be binding upon the Parties notwithstanding such termination.

138 Rights and Remedies Cumulative. Except as otherwise provided, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default, provided that any damages or recovery shall be nonduplicative.

139 Communication; Dispute Avoidance. The Parties are fully committed to working with each other throughout the Term and agree to communicate regularly to avoid or minimize Disputes. The Parties agree to act in good faith to prevent and resolve potential sources of conflict before they escalate into a Dispute. The Parties each commit to resolving a Dispute in an amicable, professional, and expeditious manner and agree that in the event a Dispute arises, they will attempt to resolve any such Disputes through discussions between representatives of each Party.

14. Casualty; Condemnation. If a Casualty occurs to the Property, or the Property is the subject of a taking or condemnation under the provisions of eminent domain law after the Effective Date, but prior to the Closing, Burien may terminate this Agreement by written notice to the Seller. If Burien does not elect to terminate this Agreement, then the Seller shall have no obligation to repair or replace any damage or destruction caused by the foregoing, nor shall the Purchase Price be reduced. In the event of a taking, the Seller shall assign to Burien at the Closing its rights to any condemnation proceeds resulting from such taking.

15. Notices. All notices required or permitted hereunder shall be in writing, shall be served on the parties at the addresses provided here,

City of Burien
Carolyn Hope
Parks, Recreation and Cultural Services Director
400 152nd Street, Suite 300
Burien, WA 98166

Highline School District #401
Scott Logan
Chief Operations Officer
15675 Ambaum Boulevard S.W.
Burien, WA 98166

16. Assignability. [Intentionally Omitted].

17. Governing Law and Venue. This Agreement and the subsequent performance

hereunder by the Parties shall be interpreted, construed, and enforced according to the laws of the State of Washington, with venue in King County.

18. Time of Essence. Time is of the essence regarding each provision of this Agreement.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. 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. An electronic mail transmission shall be binding on the Party or Parties whose signatures appear thereon.

20. Captions. The captions in this Agreement are inserted for convenience of reference and do not define, describe, or limit the scope or intent of this Agreement.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and each Party's respective legal representatives, successors, and permitted assigns.

22. Modifications; Waiver. No waiver, modification, or amendment of this Agreement shall be valid unless the same is in writing and signed by the Party against which the enforcement of such waiver, modification, or amendment is sought.

23. Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, or statements, oral or written, are superseded hereby. If there arises a conflict between the terms of this Agreement and any other document, this Agreement shall control.

24. Partial Invalidity. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.

25. Survival. The representations and warranties made in Sections 11.1 and 11.2 of this Agreement shall survive the Closing of this transaction. In addition, the provisions regarding attorneys' fees contained in Section 29 of this Agreement shall survive the termination or expiration of this Agreement and shall survive the Closing. In addition, upon the termination of this Agreement, those provisions of this Agreement that recite that they survive termination of this Agreement shall remain in effect and be binding upon the Parties notwithstanding such termination. Except as otherwise stated in this Section, all covenants herein shall merge in the Deed.

26. No Personal Liability of Officers or Directors. Burien acknowledges that the Seller is entering into this Agreement as a municipality of the State of Washington, and Burien agrees that no individual officer, director, employee, or representative of the Seller shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement. The Seller agrees that no individual agent, board or commission member, councilmember, council, counsel, director, employee, officer or official (appointed or

elected), or representative of Burien shall have any personal liability under this Agreement or any document executed in connection with anything related to this Agreement.

27. No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Seller and Burien and their respective successors and assigns any rights or remedies under or because of this Agreement. No subsequent owner of the Property or any interest therein shall have any liability or obligation under this Agreement as a successor or assign of Burien, except in case of development of the Property contrary to the restrictions expressly contained in the Deed.

28. Broker. The Seller and Burien each represent to the other that each has had no dealings with any broker, finder, or other party concerning Burien's purchase of the Property. The Seller agrees to indemnify and hold Burien harmless from all loss, cost, damage, or expense (including reasonable attorneys' fees) incurred by Burien because of any claim arising out of the acts of the Seller for a commission, finder's fee, or similar compensation made by any party who claims to have dealt with the Seller. Burien agrees to indemnify and hold the Seller harmless from all loss, cost, damage, or expense (including reasonable attorneys' fees) incurred by the Seller because of any claim arising out of the acts of Burien for a commission, finder's fee, or similar compensation made by any party who claims to have dealt with Burien. The indemnities contained in this Section shall survive the Closing and termination of the Agreement.

29. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement (including, without limitation, enforcement of any obligation to indemnify, defend or hold harmless) or because of an alleged dispute, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover the reasonable attorneys' fees, charges, and other costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

30. No Joint Venture. Nothing in this Agreement is intended to create any partnership, joint venture, or other arrangement between the Seller and Burien.

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement effective as of the date of the later signature below (the date of such later signature is the "Effective Date").

BUYER:

CITY OF BURIEN,
a Washington RCW Chapter 35A.03 noncharter code city

By: _____
Adolfo Bailon, Burien City Manager

Date: _____

Approved as to legal form:

Garmon Newsom II, Burien City Attorney

SELLER:

HIGHLINE PUBLIC SCHOOLS, a Washington Municipal Corporation

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Legal Description of the Property

BURIEN LAKE VIEW TRS DIV #3 & S 40 FT OF W 50 FT OF 3 W 50 FT OF 4 THROUGH 8
& W 10 FT OF 9-10 BLK 13 & POR VAC ST & ALLEY ADJ

SITUATED IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

FORM OF BARGAIN AND SALE DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Burien
400 SW 152nd St Ste 300
Burien, WA 98166
Attn: Garmon Newsom II

BARGAIN AND SALE DEED

GRANTOR, Highline Public Schools, a public school district of the State of Washington, for previously received good and valuable consideration, sells and conveys to GRANTEE, the City of Burien, Washington, a Washington noncharter code city, the following described real estate, situated in the County of King, state of Washington:

Real property (Property) consisting of a 4.7-acre site located at 442 S.W. 160th Street, Burien, Washington, also referred to as King County Tax Parcel 1219000360. See Exhibit A (Legal Description) attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Grantor has executed this Bargain and Sale Deed effective on this _____ day of _____, 2023.

GRANTOR:

HIGHLINE PUBLIC SCHOOLS, a

By: _____

Its: _____

STATE OF WASHINGTON)

) ss

COUNTY OF KING)

On _____, 2023, before me, the undersigned, a Notary Public, personally appeared _____, personally known to me (or proved to me based on satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within the instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of

which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

EXHIBIT A TO DEED

LEGAL DESCRIPTION OF THE PROPERTY

BURIEN LAKE VIEW TRS DIV #3 & S 40 FT OF W 50 FT OF 3 W 50 FT OF 4 THROUGH 8
& W 10 FT OF 9-10 BLK 13 & POR VAC ST & ALLEY ADJ

SITUATED IN THE CITY OF BURIEN, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT C
FORM OF EARNEST MONEY NOTE

PROMISSORY NOTE

\$ _____

Burien, Washington
_____, 2023

FOR VALUE RECEIVED, the undersigned promises to pay the Highline Public Schools, a public school district in the state of Washington ("Seller"), and to deliver such payment to the Escrow Agent (upon the terms stated in the Purchase and Sale Agreement dated _____, 2023, between Seller and the undersigned as Burien ("Agreement")), the sum of _____ No/100 Dollars (\$_____.00) with no interest thereon, payable within ten (10) business days after the expiration of the Due Diligence Period (as that term is defined in the Agreement) if Burien elects not to deliver the Due Diligence Notice (as that term is defined in the Agreement) on or before the expiration of the Due Diligence Period.

Highline Public Schools,
a Washington _____

By: _____

Name: _____

Its: _____