

BID PACKAGE
MOUNT BAKER SCHOOL DISTRICT NO. 507
SALE OF REAL PROPERTY

I. NOTICE OF SALE OF REAL PROPERTY

The Mount Baker School District No. 507 (“District”) hereby serves notice that it will accept sealed bids for the sale of the following real property (the “Property”):

that certain real property located at 2405 Hopewell Road (Whatcom County Assessor’s Parcel No.: 390409 144240 0000) more fully described on **Exhibit A** attached hereto and made a part hereof for any and all purposes. The Whatcom County Assessor Information is attached as **Exhibit B**.

The Property shall **not** include any personal property not permanently affixed to the land. Bids are solicited based on purchase of the entire Property. Sealed bids not accepted after:

3:00p.m. on March 21, 2024

Mount Baker School District No. 507
Attn: Philip Brockman
4956 Deming Rd
Deming, WA
Phone: 360-383-2000

Bid envelopes must be sealed and plainly marked on the outside as follows:

SEALED BID - DO NOT OPEN
SALE OF REAL PROPERTY BID
MOUNT BAKER SCHOOL DISTRICT NO. 507
DUE BY 3:00 p.m. on March 21, 2024

All bids received at or prior to such time will be opened and read aloud at 3:00 p.m. on March 21, 2024 at the District office. Any bidder is welcome to attend the reading. Bidder agrees that the bid shall remain open and subject to acceptance by the District for a period of forty-five (45) calendar days from the bid reading date. The District reserves the right to accept any bid, to reject any and all bids and to waive any informality in bids received. Bids received after the deadline or faxed/e-mailed bids will not be considered.

A bid deposit in the amount of Two Thousand Dollars (\$2,000.00) (“**Bid Deposit**”) must be submitted with the sealed bid package, which shall be held and used as provided herein. The Bid Deposit shall be made by cashier’s check payable to the Mount Baker School District No. 507. The Bid Deposit of the successful bidder will be cashed upon the bid being accepted by the District. The cashier’s check which is the Bid Deposit for all unsuccessful bidders will be returned

to the bidder.

Interested parties may contact Tom Larson via e-mail at tlarsen@mtbaker.wednet.edu or via telephone at 360-617-4603 to arrange for inspection of the premises.

The Property is being sold as follows (see Purchase and Sale Agreement):

(a) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

(b) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINAFTER DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

There is no warranty by the District that the Property is fit for a particular purpose. In addition, the Property is being sold subject to the conditions, exceptions and reservations contained in this Bid Package and exhibits thereto. The Property may contain environmental conditions or hazards and the purchaser will be required to assume all duties, costs, and risks of abatement of such conditions.

BIDS MUST BE SUBMITTED ON THE BID FORM INCLUDED IN THIS BID PACKAGE. THE BID MUST BE SUBMITTED IN PERSON WITH THE BID FORM EXECUTED WITH WET INK (NO FAX OR EMAIL SUBMISSIONS). THIS BID PACKAGE CONTAINS REQUIRED BID TERMS AND DESCRIPTIVE INFORMATION ABOUT THE PROPERTY. BIDS NOT MADE AS SET FORTH BY THE BID PACKAGE MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED.

Bidder agrees, if the bid is accepted by the District, to enter a Purchase and Sale Agreement in a form substantially similar to the one attached hereto as **Exhibit C**, consistent with the bidder's proposal to purchase the Property, within ten (10) calendar days of written notice of acceptance of the bid by the District. Bidder's failure to execute the Purchase and Sale Agreement within such ten (10) day period is deemed a default by bidder, bidder will forfeit the Bid Deposit submitted with its bid, and the District will have no further obligation to such bidder.

After execution of the Purchase and Sale Agreement by the bidder, if the bidder terminates the Purchase and Sale Agreement pursuant to any right to terminate contained therein, including upon Seller's default, bidder will recover the Bid Deposit.

The Property will be conveyed by Bargain and Sale Deed ("**Deed**"). A copy of the Deed is attached to the Purchase and Sale Agreement.

II. INSTRUCTIONS TO BIDDERS

1. **PHYSICAL BID:** Physical (in-person) bids will only be accepted. The bid form must be completely filled out and executed with wet ink by a bidder or bidder's authorized representative. The bid envelope must be sealed prior to delivery to the District.
2. **REAL ESTATE PURCHASE AND SALE AGREEMENT:** A draft copy of the Purchase and Sale Agreement and related documents for the sale of the Property is included in this Bid Package as **Exhibit C** ("Purchase and Sale Agreement"). The District will consider proposed changes to the form of the Purchase and Sale Agreement in **Exhibit C** submitted in writing with the bid; however, the District reserves the right to reject any proposed changes that materially change the terms of the sale.
3. **BARGAIN AND SALE DEED:** A draft copy of the Bargain and Sale Deed for the sale is included in this Bid Package as **Exhibit C to the Purchase and Sale Agreement**. The District will consider proposed changes to the form of Deed submitted in writing with the bid; however, the District reserves the right to reject any proposed changes.
4. **BID DEPOSIT:** The Bid must be accompanied by cashier's check in the amount of \$2,000.00, payable to the "Mount Baker School District No. 507". (Cash is **NOT** acceptable).
5. **TIME FRAME FOR CLOSING:** Bids will be presented to the Superintendent for

consideration and action. Closing should occur as provided in the Purchase and Sale Agreement. In addition, the Property is being sold subject to the conditions, exceptions and reservations contained in the Bid Package and exhibits thereto.

6. BID DOCUMENTS: A complete bid response should include:

- The Bid Form, properly completed;
- Bid Deposit, in the form of a cashier's check in the amount set out in paragraph 3 above. (Cash is **NOT** acceptable); and
- The above shall be placed in a sealed envelope.

7. WITHDRAWAL OF BIDS: Bidder may request permission to withdraw its bid, prior to the actual time bids are due. Such request must be made in person or in writing at the location designated to open the bids. The District will return the bid documents unopened at that time.

8. TITLE: A copy of a preliminary title commitment for the Property is attached hereto as **Exhibit D**. In addition, certain items described in the Purchase and Sale Agreement shall not be a Title Exception under the Purchase and Sale Agreement. See the Purchase and Sale Agreement and Deed for additional details.

9. BOUNDARY LINE AGREEMENT: The Property is subject to a Boundary Line Agreement attached hereto as **Exhibit E**.

10. PERMITTED EXCEPTIONS: The exclusions, exceptions, conditions and stipulations contained set out above, to the extent they are still in effect, shall be Permitted Exceptions in the Purchase and Sale Agreement and the Deed.

11. OTHER INFORMATION: The District believes the information included in this Bid Package is materially accurate, however, the District does not warrant this information to be free from errors or omissions. Bidders are encouraged to inspect the premises prior to placing a bid.

III. BID FORM

[SEE FOLLOWING PAGE]

**MOUNT BAKER SCHOOL DISTRICT NO. 507
SALE OF REAL PROPERTY
BID FORM**

IMPORTANT: A bid, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, bidder agrees to strictly abide by the terms and conditions contained in this Bid Package and exhibits thereto.

Entity, Company or Firm Name: _____

Contact Person: _____

Address: _____

Telephone #: _____

Email: _____

Fax #: _____

BID AMOUNT: \$_____

ADDITIONAL COMMENTS:

☐ Bid Deposit in the amount of Two Thousand and No Dollars (\$2,000.00) made payable to the Mount Baker School District No. 507 is attached to this Bid Form.

Signature of Bidder or Bidder's Authorized Representative

Printed Name (and Title, if any)

Date:_____

EXHIBIT A

PROPERTY DESCRIPTION

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 100 FEET OF THE NORTH 451 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST 430 FEET OF THE NORTH 451 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE, EXCEPT THE EAST 100 FEET OF THE NORTH 140 FEET THEREOF. ALSO EXCEPT THE NORTH 30 FEET THERE OF FOR ROAD PURPOSES.

ALSO EXCEPT THE FOLLOWING-DESCRIBED PORTION THEREOF:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH.01°12' 13" WEST A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOPEWELL ROAD (COUNTY ROAD NO.87); THENCE EAST 20 RODS TO THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING SIX (6) COURSES:

- 1. NORTH 88° 32' 57" WEST A DISTANCE OF 5.44 FEET;**
- 2. SOUTH 06° 41' 36" WEST A DISTANCE OF 124.73 FEET;**
- 3. SOUTH 85° 09' 29" EAST A DISTANCE OF 117.61 FEET;**
- 4. NORTH 01° 12' 13" EAST A DISTANCE OF 21.16 FEET;**
- 5. NORTH 88° 32' 57" WEST A DISTANCE OF 100.00 FEET;**
- 6. NORTH 01° 12' 13" EAST A DISTANCE OF 110.00 FEET TO THE TRUE POINT OF BEGINNING.**

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B

WHATCOM COUNTY ASSESSOR INFORMATION

[on following pages]

Whatcom County Assessor & Treasurer

106354 MOUNT BAKER SCHOOL DISTRICT NO. 507 for Year 2023 - 2024

Property

Account

Property ID:	106354	Abbreviated Legal Description:	E 100 FT OF N 451 FT OF NW SW-W 430 FT OF N 451 FT OF NE SW-EXC E 100 FT OF N 140 FT THEREOF-EXC N 30 FT OF BOTH FOR RD-SUBJ TO BOUNDARY LINE AGREEMENT REC AF 2022-0701325
Parcel # / Geo ID:	3904091442400000	Agent Code:	
Type:	Real		
Tax Area:	7085 - 507 R L F1	Land Use Code	69
Open Space:	N	DFL	N
Historic Property:	N	Remodel Property:	N
Multi-Family Redevelopment:	N		
Township:	T39N	Section:	09
Range:	R04E	Legal Acres:	4.7900

Location

Address:	3441 HOPEWELL RD EVERSON, WA	Mapsco:	
Neighborhood:	3270027200	Map ID:	3JG_1
Neighborhood CD:	3270027200		

Owner

Name:	MOUNT BAKER SCHOOL DISTRICT NO. 507	Owner ID:	565681
Mailing Address:	PO BOX 95 DEMING, WA 98244-0095	% Ownership:	100.000000000000%
		Exemptions:	EX

Pay Tax Due

Select the appropriate checkbox next to the year to be paid. Multiple years may be selected.


Year - Statement ID	Tax	Assessment	Penalty	Interest	Total Due
2024 - 67916 (First Half/Next)	\$0.00	\$24.00	\$0.00	\$0.00	\$24.00

Total Amount to Pay: \$

*Convenience Fee not included

Taxes and Assessment Details

Property Tax Information as of 02/02/2024

Amount Due if Paid on:  NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ Statement Details							
2024	67916	\$24.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.00
▶ Statement Details							
2023	68177	\$24.00	\$0.00	\$0.00	\$0.00	\$24.00	\$0.00
▶ Statement Details							
2022	68610	\$47.50	\$0.00	\$0.00	\$0.00	\$47.50	\$0.00
▶ Statement Details							
2021	68868	\$41.90	\$0.00	\$0.00	\$0.00	\$41.90	\$0.00

Values

(+) Improvement Homesite Value: + \$0

(+) Improvement Non-Homesite Value:	+	\$212,904
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$182,077
(+) Curr Use (HS):	+	\$0 \$0
(+) Curr Use (NHS):	+	\$0 \$0

(=) Market Value:	=	\$394,981
(-) Productivity Loss:	-	\$0

(=) Subtotal:	=	\$394,981
(+) Senior Appraised Value:	+	\$0
(+) Non-Senior Appraised Value:	+	\$394,981

(=) Total Appraised Value:	=	\$394,981
(-) Senior Exemption Loss:	-	\$0
(-) Exemption Loss:	-	\$394,981

(=) Taxable Value:	=	\$0

Map List

Map No.	Map Area
1	Whole section

Taxing Jurisdiction

Owner: MOUNT BAKER SCHOOL DISTRICT NO. 507

% Ownership: 100.0000000000%

Total Value: \$394,981

Tax Area: 7085 - 507 R L F1

Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax		
CFL	CONSERVATION FUTURES	0.0229176033	\$394,981	\$0	\$0.00		
FCZDL	FLOOD CONTROL ZONE	0.1062853241	\$394,981	\$0	\$0.00		
FD001EXP	FIRE #1 EXPENSE FUND	1.0804267021	\$394,981	\$0	\$0.00		
FD001RES	FIRE #1 RESERVE FUND	0.0000000000	\$394,981	\$0	\$0.00		
PTBOND	PORT OF BELLINGHAM GO BOND	0.0138689742	\$394,981	\$0	\$0.00		
PTGEN	PORT OF BELLINGHAM GENERAL FUND	0.1160034754	\$394,981	\$0	\$0.00		
PTRDA	PORT OF BELLINGHAM RDA	0.0001746187	\$394,981	\$0	\$0.00		
RDDIV	COUNTY ROAD DIVERSION	0.0412167250	\$394,981	\$0	\$0.00		
RDGEN	COUNTY ROAD FUND	0.7057043465	\$394,981	\$0	\$0.00		
RLIBGEN	RURAL LIBRARY	0.2563593471	\$394,981	\$0	\$0.00		
SD507B	MT BAKER SCHOOL #507 BOND	0.0000000000	\$394,981	\$0	\$0.00		
SD507CP	MT BAKER SCHOOL #507 CAPITAL PROJECTS	0.4231130976	\$394,981	\$0	\$0.00		
SD507MO	MT BAKER SCHOOL #507 ENRICHMENT	1.3085313956	\$394,981	\$0	\$0.00		
WA1	STATE SCHOOL PART 1	1.3961238142	\$394,981	\$0	\$0.00		
WA2	STATE SCHOOL PART 2	0.7493926005	\$394,981	\$0	\$0.00		
WCCE	COUNTY CURRENT EXPENSE	0.5106850371	\$394,981	\$0	\$0.00		
WCCI	CHILDRENS INITIATIVE	0.1675359534	\$394,981	\$0	\$0.00		
WCCT	COUNTY MENTAL HEALTH	0.0124999999	\$394,981	\$0	\$0.00		
WCDD	COUNTY DEVELOPMENTAL DISABILITY	0.0124999999	\$394,981	\$0	\$0.00		
WCER	COUNTY ELECTION RESERVE	0.0059170783	\$394,981	\$0	\$0.00		
WCVR	COUNTY VETERANS RELIEF	0.0112500000	\$394,981	\$0	\$0.00		
WCEMS	WHATCOM COUNTY EMS	0.2201625320	\$394,981	\$0	\$0.00		
Total Tax Rate:		7.1606686249					
					Taxes w/Current Exemptions:	\$0.00	

Improvement / Building

Improvement #1: COMMERCIAL IMPROVEMENT **State Code:** 6994 2698.0 sqft **Value:** \$212,904

Avg Floor Area: 2698 Cost Section: 11

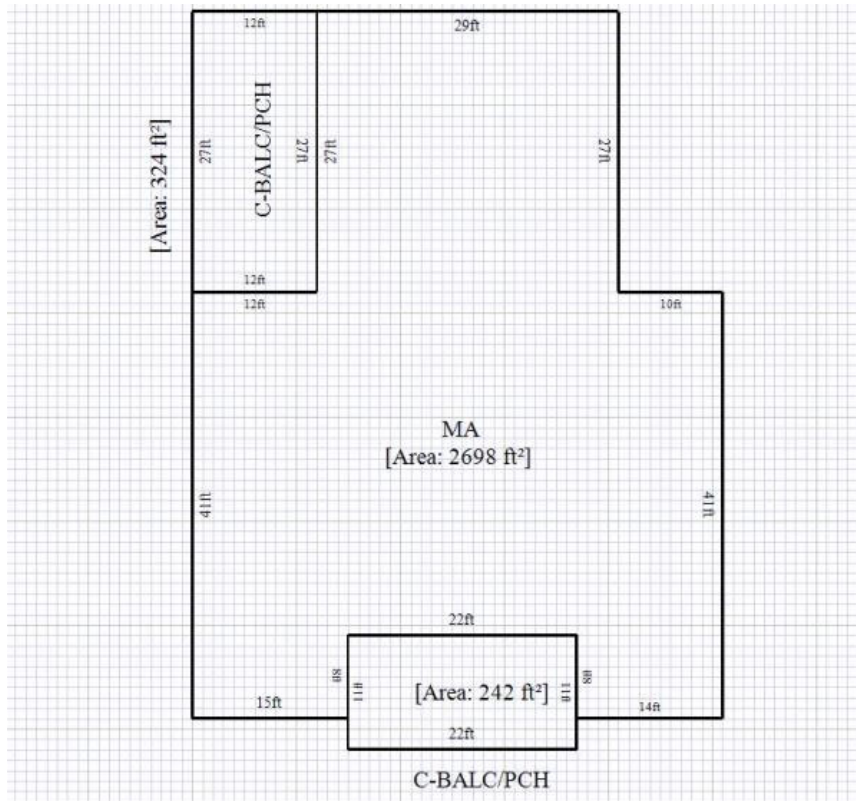
Exterior Wall: Siding HVAC: HWR

LIFE EXPECTANCY: 35 Occupancy: Clubhouse

Table No: 311

Type	Description	Class CD	Sub Class CD	Year Built	Area
MA	Main Area 1	D	LC	1912	2698.0
C-BSMTUFIN	COMCL Unfin Bsmt	C	LC	1912	783.0
C-BALC/PCH	COMCL Balcony/Patios	D	LC	1912	566.0

Sketch



Property Image

This property contains TIFF images. Click on the button(s) to download the full image (which may contain multiple pages).

SQUARE FOOT COSTS
 WHATCOM COUNTY ASSESSOR
 CALCULATOR COST FORM
 Sheet 01 of 01

1. PARCEL NUMBER 29079-14240 REVAL AREA 0

2. Property address 3405 Hopewell Rd. Owner Hopewell George

3. Owner's address

	SECTION I	SECTION II	SECTION III	SECTION IV
4. Occupancy	CLUBHOUSE	RECREATION		
5. Building class & qual	CLUB Qual. 1.00	CLUB Qual. 1.00	CLUB Qual. 1.00	CLUB Qual. 1.00
6. Exterior wall	STUCCO	STUCCO	STUCCO	STUCCO
7. No. & ht per story	NO HT 10	NO HT	NO HT	NO HT
8. Average floor area	257			
9. Average perimeter	120.5			
10. Year built & cond	RENTAL COND 1918-20Y Cond	RE Cond	RE Cond	RE Cond

Listed by MR. J. M. M. Previous appraisals 28,000
 Appraised by MR. J. M. M. Date appraised 1/28/58

	SECTION I	SECTION II	SECTION III	SECTION IV
11. Base square foot cost	21.47			

SQUARE FOOT REFINEMENTS

12. Heating, cooling, ventilation				
13. Elevator deduction				
14. Miscellaneous				
15. Total lines 12 through 14	21.47			

HEIGHT AND SIZE REFINEMENTS

16. Number of stories-multiplier				
17. Height per story-multiplier (see line 7)	1.000			
18. Floor area-perimeter multiplier (see lines 8 & 9)	1.000			
19. Combined height and size multiplier (lines 16+17+18)	1.000			

FINAL CALCULATIONS

	SECTION I	SECTION II	SECTION III	SECTION IV
20. Refined square foot cost (line 15 x 19)	21.47			
21. Current cost multiplier (Sect. 99 p. 3)	1.00			
22. Local multiplier (Sect. 99 p. 3 & 5)	1.00			
23. Final sq. ft. cost (line 20 x 21 x 22)	21.47			
24. Total Square Footage	257			
25. Line 23 x line 24	5448			
26. Lump sum (see reverse)	14420	470		
27. Replacement Cost (line 25 + 26)	15868			
28. Depreciation % (Sect. 97 1/2 p. 4)	85			
29. Depreciation amount (line 27 x 28)	13488			
30. Depreciated Cost (line 27 - 29)	2380			

TOTAL OF ALL SECTIONS
 Replacement Cost 15868 Depreciated Value 13488 Total assessed value 2380
46 18.500
- 792000 -





Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	9110	RESIDENTIAL	3.7900	165092.40	0.00	0.00	0.00	\$133,725	\$0
2	6994	CIVIC SOCIAL	1.0000	43560.00	0.00	0.00	0.00	\$48,352	\$0

Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2024	N/A	N/A	N/A	N/A	N/A
2023	\$212,904	\$182,077	\$0	\$394,981	\$0
2022	\$212,904	\$182,077	\$0	\$394,981	\$0
2021	\$49,757	\$70,745	\$0	\$120,502	\$0
2020	\$49,757	\$70,745	\$0	\$120,502	\$0
2019	\$49,757	\$70,745	\$0	\$120,502	\$0
2018	\$49,757	\$70,745	\$0	\$120,502	\$0
2017	\$52,005	\$70,659	\$0	\$122,664	\$122,664
2016	\$0	\$18,159	\$0	\$18,159	\$18,159
2015	\$0	\$18,576	\$0	\$18,576	\$18,576
2014	\$0	\$18,189	\$0	\$18,189	\$18,189
2013	\$0	\$18,189	\$0	\$18,189	\$18,189
2012	\$52,005	\$131,750	\$0	\$183,755	\$0
2011	\$33,276	\$143,612	\$0	\$176,888	\$0
2010	\$33,276	\$143,612	\$0	\$176,888	\$0
2009	\$35,400	\$156,100	\$0	\$191,500	\$0
2008	\$35,400	\$156,100	\$0	\$191,500	\$191,500
2007	\$35,400	\$156,100	\$0	\$191,500	\$191,500
2006	\$22,350	\$53,830	\$0	\$76,180	\$76,180
2005	\$22,350	\$53,830	\$0	\$76,180	\$76,180

Deed and Sales History

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Sale Price	Excise Number	Deed Number
1	10/07/2019	QUIT CLAIM	QUIT CLAIM DEED	HOPEWELL GRANGE #518	MOUNT BAKER SCHOOL DISTRICT NO. 507			\$10,489.00	234823	2019-1002085
2	10/07/2019	QUIT CLAIM	QUIT CLAIM DEED	HOPEWELL GRANGE #518	MOUNT BAKER SCHOOL DISTRICT			\$0.00	234822	2019-1002084

Payout Agreement

No payout information available..

[Assessor Home](#)

[Treasurer Home](#)

<p>EXHIBIT C</p> <p>PURCHASE AND SALE AGREEMENT</p>

[on following pages]

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made this ____ day of _____ ("**Effective Date**"), by and between Mount Baker School District No. 507, a municipal corporation ("**Seller**") and _____ ("**Buyer**").

RECITALS

Seller is the owner of the following (collectively, the "**Property**"):

A. Fee simple title to real property generally located at 2405 Hopewell Road (Whatcom County Assessor's Parcel No.: 390409 144240 0000) which is located in Whatcom County ("**County**"), Washington ("**State**"), and legally described on Exhibit A attached hereto (the "**Real Property**"), and all right, title and interest of Seller, if any, in and to the land lying within any street or roadway adjoining the Real Property or any vacated street or alley adjoining the Real Property; and

B. All buildings and other improvements owned by Seller ("**Improvements**") located on the Real Property.

Buyer submitted a bid pursuant to a bid package request from Seller ("**Bid Package**").

Buyer desires to purchase, and Seller desires to sell, the Property, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. **Agreement.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

2. **Earnest Money.** As used in this Agreement, the terms "**Escrow Agent**" and "**Title Company**" mean Chicago Title Insurance Company, 1835 Barkley Blvd., Bellingham, Washington 98226. Within three (3) Business Days following the Effective Date, Buyer shall deliver to Escrow Agent by bank wire transfer of immediately available funds the sum of \$10,000 (the "**Earnest Money**"). The \$2,000 bid deposit delivered as part of Bid Package is also to become part of the Earnest money and Seller will deliver the \$12,000.00 to Escrow Agent. The total amount of Earnest Money shall be \$12,200.00. Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms of this Agreement. At Closing (defined in Section 6.1), Escrow Agent shall apply the Earnest Money towards the Purchase Price. As used in this Agreement, the term "**Current Funds**" means wire transfers, certified funds, or cashier's checks in a form acceptable to Escrow Agent that would permit Escrow Agent to immediately disburse such funds, and the term "**Business Day**" means any day other than: (i) a Saturday; (ii) a Sunday; or (iii) days on which branches of national banks located in the County are closed.

3. **Purchase Price and Independent Consideration.**

3.1 **Purchase Price.** The purchase price for the Property will be _____ (\$____) (the "**Purchase Price**"), together with Buyer's share of closing costs and prorations, as set forth in this Agreement. The Purchase Price will be paid as follows at Closing (as defined in Section 6.1): (i) the Earnest Money will be credited toward the Purchase Price; and (ii) the remainder of the Purchase Price will be paid in Current Funds.

4. **Title Review, and Other Matters.**

4.1 **Review of Title.** A commitment for the Title Policy (defined in Section

6.4(c)(4)) was attached to the Bid Package. The commitment and the underlying title exception documents are collectively referred to in this Agreement as the (“**Title Report**”).

(a) **Title Report Review.** Buyer had an opportunity to review the Title Report during the bid process and the Title Report is approved.

(b) **Supplemental Information.** If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions that were not contained in the initial Title Report for the Property (each, an “**Amended Report**”), Buyer will have three (3) Business Days from the date of receipt of each Amended Report, and a copy of each document referred to in the Amended Report that was not contained in the initial Title Report, in which to give notice to Seller and Title Company of its objection to any such exception (each such objectionable exception being an “**Additional Disapproved Matter**”). Notwithstanding the foregoing, Buyer may not disapprove or object to any matters shown on an Amended Report that are caused by Buyer or any Buyer Representative (as defined in Section 4.5(a)) or were previously disclosed in the Title Report, any prior Amended Report. If Buyer timely provides Seller and Title Company with notice of any Additional Disapproved Matter(s) as shown in an Amended Report or Updated Survey, Seller will have the option, but not the obligation to notify Buyer and Title Company, within three (3) Business Days after receipt of such written notice, that Seller will eliminate the Additional Disapproved Matter(s) prior to Closing in form and substance acceptable to Buyer, in Buyer’s reasonable discretion. If Seller does not timely notify Buyer and Title Company that it will eliminate the Additional Disapproved Matter(s), Buyer will have the option to terminate this Agreement within one (1) Business Day after expiration of such three (3) Business Day period by giving written notice of termination to Seller and Escrow Agent, in which event Escrow Agent shall promptly disburse the Earnest Money to Buyer and the parties will have no further rights or obligations to each other under this Agreement, except for those rights and obligations that expressly survive the termination of this Agreement. If Buyer does not elect to terminate the Agreement within such one (1) Business Day period, Buyer will be deemed to have elected to proceed with the Closing, and all Additional Disapproved Matter(s) will be Permitted Encumbrances. If Seller’s three (3) Business Day response period would expire after the scheduled Closing Date, the Closing Date will be extended until the expiration of the time periods set forth in this Section.

(c) **Failure to Provide Written Objection.** Any title exception item shown in any Amended Report to which Buyer does not timely object in writing pursuant to the terms of this Section 4.3 will be “**Permitted Encumbrances.**” The term “**Permitted Encumbrances**” also includes and Buyer may not disapprove or object to the following: (i) all zoning ordinances and regulations and any other laws, ordinances, or governmental regulations and that regulate the use, occupancy or enjoyment of the Property; (ii) such state of facts or title matters disclosed by a surveyor or by a physical inspection of the Real Property; (iii) the lien of taxes and assessments not yet delinquent; (iv) any exclusions from coverage set forth in the Title Policy (defined in Section 6.4(c)(4)); or (v) any exceptions caused by Buyer, its agents, representatives or employees. Notwithstanding the foregoing, Buyer will not be required to disapprove or object to, and Seller covenants to remove as an encumbrance against title to the Property on or prior to the Closing the following (collectively, “**Monetary Encumbrances**”): (i) any deeds of trust, monetary liens, judgment liens, delinquent tax liens or other monetary encumbrances (except for real property taxes and assessments not yet due) created by Seller; and (ii) any exceptions for claims of liens for labor or materials furnished or supplied to the Property or any portion thereof at the request of Seller. In no event shall any Monetary Encumbrances be considered a Permitted Encumbrance.

4.2 **Survey.** At any time through the Closing Date, Buyer at its expense may obtain a Survey (“**Survey**”). Buyer shall provide a copy of the Survey to Seller not later than three (3) Business Day following Buyer’s receipt thereof.

4.3 **Inspection of Property.**

(a) **Entry on Property.** Until the Closing Date, Seller shall allow Buyer and Buyer’s engineers, architects, and other employees, agents and consultants (collectively, “**Buyer**

Representatives”) reasonable access to the Property. Buyer and its designees may (upon not less than forty-eight (48) hours prior written notice to Seller) enter the Real Property and conduct any studies desired by Buyer provided the purpose shall be for Buyer to get a start on any permitting that Buyer may want to do and Buyer nor any Buyer Representative may conduct destructive or physically invasive testing, any soil borings, any sampling of materials, including without limitation construction materials for analytical testing, or any air quality, water quality or microbial sampling, without the prior written consent of Seller, which may be granted or withheld in Seller’s sole discretion, and if granted may be conditioned upon, among other things, Seller’s approval of the following: (i) the contractor who will be conducting such testing; (ii) delivery of evidence of the contractor’s insurance policies; (iii) the scope and nature of the proposed testing; and (iv) the written agreement of the contractor to be bound by a confidentiality agreement provided by Seller. Prior to the entry onto the Property by or on behalf of Buyer, Buyer shall deliver to Seller evidence of liability insurance coverage with combined single limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, naming Seller as an additional insured. Upon completion of any permitted testing hereunder, Buyer shall return the Property to substantially the condition it was in prior to such testing.

(b) **Indemnity**. Buyer shall indemnify, defend and hold Seller and Seller’s owners, control persons, members, partners, subsidiaries, shareholders, officers, directors and employees (collectively, **“Seller Indemnified Parties”**) harmless from and against all causes of action, claims, costs, damages, demands, expenses (including reasonable legal expenses), liabilities and suits (collectively, **“Claims”**) actually incurred by Seller and directly associated with such entry or activities or arising out of or in any way related to physical damage to persons or property resulting from the inspection of the Property by Buyer or Buyer’s entry therein, or anyone acting on behalf of Buyer, and such obligation is perpetual and shall survive any termination of this Agreement and the Closing Date; *provided, however*, that this indemnity shall not extend to and in no event shall Buyer be liable to Seller or any Seller Indemnified Party to the extent any loss, injury, damage, cause of action, liability, claim, lien, cost or expense arises from (i) any gross negligence or intentional misconduct of Seller or anyone acting by, through or under Seller, or (ii) any pre-existing conditions on or about the Property except to the extent that such conditions were exacerbated due to the acts or omissions of Buyer or anyone acting by, through or under Buyer. The obligations of Buyer under this Section 4.5 shall survive the Closing or the termination of this Agreement.

5. **Conditions Precedent**.

5.1 **Buyer Conditions**. Buyer’s obligation to consummate the Closing is conditioned upon the satisfaction of each of the following conditions precedent:

(a) All of the documents required to be delivered by Seller to Buyer at Closing shall have been delivered to Buyer or Escrow Agent;

(b) The representations and warranties by Seller set forth in Section 7 shall be true in all material respects as of the Closing Date; and

(c) Title Company is irrevocably committed to issue, upon the condition of the payment of the applicable premium, the Title Policy (defined in Section 6.4(c)(4)).

If any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing, then Buyer shall have the right to terminate this Agreement by delivering written notice to Seller and, in the event of such termination, all rights and obligations of the parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly refunded to Buyer; *provided however*, that if any of the foregoing conditions are not satisfied (or waived in writing by Buyer) on or before the Closing due to any default by Seller hereunder, then Buyer, in its discretion, and by delivering written notice to Seller, may elect to pursue any of the remedies available to Buyer pursuant to Section 13. In the event Buyer elects to terminate this Agreement

pursuant to Section 13, all obligations of Seller and Buyer under this Agreement (other than those that expressly survive the termination of this Agreement and the rights and remedies arising out of any breach of such surviving obligations) shall cease.

5.2 **Seller Conditions.** Seller's obligation to consummate the Closing is conditioned upon the satisfaction of each of the following conditions precedent:

- (a) Buyer must have delivered the Purchase Price to Escrow Agent;
- (b) All of the documents and additional funds required to be delivered by Buyer to Seller at Closing shall have been delivered to Seller or Escrow Agent; and
- (c) The representations and warranties by Buyer set forth in Section 9 shall be true in all material respects as of the Closing Date.

If any of the foregoing conditions are not satisfied (or waived in writing by Seller) on or before the Closing, then Seller shall have the right to terminate this Agreement by delivering written notice to Buyer and, in the event of such termination, all rights and obligations of the parties hereunder (other than those obligations that expressly survive the termination of this Agreement) will cease and the Earnest Money shall be promptly disbursed to Seller as liquidated damages.

6. **Closing.**

6.1 **Closing Date.** The closing ("**Closing**") of the purchase and sale transaction contemplated in this Agreement will occur on ("**Closing Date**") _____.

6.2 **Location.** The Closing shall take place at the offices of Escrow Agent. The parties shall conduct an escrow-style closing through the Escrow Agent so that it shall not be necessary for any party to attend the Closing.

6.3 **Closing Costs and Prorations.**

(a) **Closing Fees.** At Closing, Seller and Buyer shall each pay one-half of the escrow fees, if any, charged by Escrow Agent. Seller shall be solely responsible for any State or local transfer taxes, real estate excise tax or any similar taxes or fees attributable to the transaction contemplated in this Agreement. Buyer shall pay all recording fees, including, but not limited to, such recording fees associated with the Deed (defined in Section 6.4(a)(1)). Each party shall pay its own attorneys' fees.

(b) **Title Policy.** With respect to the Title Policy (defined in Section 6.4(c)(4)), Seller shall pay the premium for a standard owner's title policy and Buyer shall pay the additional premium associated with any extended or other policy Buyer elects to acquire (e.g., a lender's title policy). Buyer shall also pay the premiums for any endorsements to the Title Policy (defined below).

(c) **Taxes and Fees.** Real estate taxes, assessments, and similar charges (collectively "**Impositions**") shall be apportioned (on the basis of their respective fiscal periods) between Buyer and Seller as of the Closing Date. If an Imposition invoice for the year in which the Closing occurs has not been issued by the day before Closing, the apportionment shall be based upon the most recent available invoice, and then reconciled after Closing. If, on the Closing Date, an Imposition invoice has been issued, but payment has not been made, the invoiced sum shall be paid at the time of Closing.

(d) **Utility Readings.** Utility charges, if any, shall be apportioned as of the Closing Date. Seller shall use reasonable efforts to obtain readings of utility meters at the Property, if any, no earlier than two (2) Business Days prior to the Closing Date. If Seller is not able to obtain such readings,

Closing shall nevertheless occur and the parties agree to use good faith efforts in equitably allocating utility costs on a pro rata basis after Closing.

(e) **Preliminary Closing Adjustment.** Seller, Buyer and Escrow Agent shall cooperatively prepare a closing statement (“**Closing Statement**”). All apportionments and prorations contemplated in this Section 6.3 shall be made, on a per diem basis, as of 11:59 p.m. on the day prior to the Closing Date, such that Buyer shall be treated for such purposes as the owner of the Property on the Closing Date. The preliminary Closing Statement and the apportionments or prorations reflected therein must be based upon actual data, to the extent available. If any of the apportionments or prorations cannot be calculated accurately based on actual data, then (except as provided in Section 6.3(c)) they shall be calculated based on Seller’s and Buyer’s good faith estimates thereof, subject to reconciliation as provided in Section 6.3(j).

(f) **Post-Closing Reconciliation.** If the preliminary Closing Statement contains an error or an inaccurate estimate, the prorated or apportioned item shall be adjusted (based on actual data) as soon as feasible, but not later than sixty (60) days following the Closing Date (except for the reconciliation of Impositions, which shall be concluded when the actual Imposition data are available). Either party owing the other party a sum of money based on such subsequent adjustments shall promptly (but in no event later than five (5) Business Days after demand therefor) pay said sum to the other party.

(g) **Other Costs and Survival.** All other costs not addressed in this Section 6.3 shall be paid in accordance with the custom in the County. The provisions of this Section 6.3 shall survive Closing for a period of six (6) months.

6.4 **Deliveries at Closing.**

(a) **Deliveries by Seller.** Prior to Closing, Seller shall execute and deliver to Escrow Agent all documents reasonably necessary to effect the Closing, including, but not limited to, the following:

(1) A deed in the form attached as Exhibit B, with respect to the Real Property, executed and acknowledged by Seller (the “**Deed**”).

(2) A non-foreign affidavit for purposes of compliance with Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended (“**Code**”), and the regulations adopted thereunder.

(3) An affidavit of title and such other affidavits, documents and indemnities as are customarily requested by the Title Company in connection with the conveyance of the Property, in form and substance reasonably satisfactory to Seller and the Title Company.

(4) A counterpart original of the Closing Statement.

(5) Such other documentation as Escrow Agent may reasonably require or may otherwise be required to effect the Closing.

(b) **Deliveries by Buyer.** Prior to Closing, Buyer shall execute and deliver to Escrow Agent all documents reasonably necessary to effect the Closing, including, but not limited to, the following:

(1) The sums required under Sections 3 and 6.3.

(2) A counterpart original of the Closing Statement.

(3) Such other documentation as Escrow Agent may reasonably require or may otherwise be required to effect the Closing.

(c) **Actions of Escrow Agent.** At the Closing, the Escrow Agent shall:

(1) Prepare the Closing Statement and obtain signed copies from Seller and Buyer.

(2) Record the Deed.

(3) Deliver the balance of the Purchase Price to Seller, net of Seller's costs, fees, prorations and apportionments.

(4) Issue and deliver the Title Policy (or a marked up pro forma having the effect thereof) to Buyer. As used in this Agreement, the term "**Title Policy**" means a standard owner's policy of title insurance (or, if at least ten (10) Business Days prior to the Closing Date Buyer delivers a Survey to Title Company in a form sufficient to enable Title Company to issue an ALTA extended coverage owner's policy of title insurance, then an ALTA extended coverage owner's policy of title insurance), dated as of the date and time of recording of the Deed, in the amount of the Purchase Price, insuring Buyer as owner of fee simple title to the Real Property, subject only to the Permitted Encumbrances.

(5) Deliver the above-referenced documents to the appropriate party.

7. **Representations, Warranties and Covenants of Seller.** Seller makes to Buyer the representations, warranties and covenants set forth in this Section 7. Seller hereby represents and warrants that each of the following representations and warranties: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing for a period of six (6) months (the "**Survival Period**").

7.1 **Organizational Status.** Seller is a municipal company, duly organized and validly existing under the laws of the state of Washington.

7.2 **Binding Agreements/Authority/Conflicts.** This Agreement and all documents to be delivered by Seller pursuant to this Agreement have been duly executed and delivered by Seller. Seller has all necessary authority, and has taken all action necessary to enter into this Agreement, to effect the Closing and to perform its obligations under this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions, or provisions of or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any provisions of Seller's organizational documents, or any bond, note, or other evidence of indebtedness that will not be discharged at Closing or any judicial order or agreement to which Seller is a party or to which Seller is subject. No consent of any third party is required in order for Seller to enter into and consummate the transactions contemplated in this Agreement.

7.3 **Non-Foreign Status.** Seller is not a foreign person or nonresident alien as defined in Section 1445 of the Code.

7.4 **Other Agreements.** Seller has not entered into any agreement to sell or otherwise transfer its interest in the Property except for this Agreement. Seller has not entered into and is not a party to any contracts or commitments relating to the Property that extend beyond the Closing Date.

7.5 **Limitations on Seller Representations.**

8. **Covenants of Seller.**

8.1 **Dealing With the Property.** Until the Closing Date, Seller shall (i) continue to operate the Property in substantially the same manner as in the past and will perform all necessary maintenance to the Property as its ordinary course of business dictates; and (ii) not materially modify or alter the Property without the prior written consent of Buyer.

8.2 **Payments.** Until the Closing Date, Seller shall pay before delinquency all indebtedness secured by any portion of the Property, taxes, assessments, utility charges and other expenses affecting the Property.

8.3 **Insurance.** Until the Closing Date, Seller shall maintain substantially the same liability, casualty, and all other insurance on the Property, if any, as is in effect as of the Effective Date.

9. **Buyer's Representations and Warranties.** Buyer makes to Seller the representations and warranties set forth in this Section 9. Buyer hereby represents and warrants that each of the following representations and warranties: (i) is true in all material respects as of the Effective Date; (ii) will be true in all material respects on the Closing Date; and (iii) will survive Closing.

9.1 **Authority/Binding Agreements.** This Agreement and all documents to be delivered by Buyer pursuant to this Agreement have been duly executed and delivered by Buyer. Buyer has all necessary authority, and has taken all action necessary to enter into this Agreement, to effect the Closing and to perform its obligations under this Agreement. Neither the execution and delivery of this Agreement nor the consummation of the transactions herein contemplated conflict with or result in the material breach of any terms, conditions, or provisions of or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any provisions of Buyer's organizational documents or any judicial order or agreement to which Buyer is a party or to which Buyer is subject.

9.2 **Anti-Terrorism Laws.** Neither Buyer nor any of Buyer's owners, control persons, members, partners, subsidiaries, shareholders, officers, directors and employees (collectively, "**Buyer Parties**") is a "Prohibited Person" or "Specifically Designated National and Blocked Person" under the Anti-Terrorism Laws.

9.3 **Brokers.** Buyer has not engaged any real estate broker or other commission agent in connection with the transaction contemplated in this Agreement.

10. **"AS IS" Sale; Release, and Waiver.**

10.1 **"AS IS" Purchase.**

(a) SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, BUYER AGREES TO PURCHASE THE PROPERTY "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE PROPERTY ("**DISCLOSURES**") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 7 OF THIS AGREEMENT. IN PURCHASING THE PROPERTY OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS".

(b) BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THIS AGREEMENT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES,

PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE PROPERTY, (B) THE WATER, SOIL AND GEOLOGY OF THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (E) THE FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, (F) THE MARKETABILITY OF THE PROPERTY OR THE ABILITY TO LEASE OR SELL THE PROPERTY, (G) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE PROPERTY, (H) DEFICIENCY OF ANY DRAINAGE ON THE REAL PROPERTY, (I) THE FACT THAT ALL OR A PORTION OF THE PROPERTY MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE, AND (J) ANY MATTER REGARDING TERMITES OR WASTES, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., OR ANY HAZARDOUS SUBSTANCES, AS HEREINAFTER DEFINED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER, UNLESS OTHERWISE REQUIRED BY LAW, IS UNDER NO DUTY TO MAKE ANY AFFIRMATIVE DISCLOSURES REGARDING ANY MATTER WHICH MAY BE KNOWN TO SELLER.

Seller's Initials: _____ Buyer's Initials: _____

10.2 **Release.** Subject to the covenants, representations and warranties of Seller contained in this Agreement, effective as of Closing, Buyer on behalf of itself and all Buyer Parties waives its right to recover from, and forever releases and discharges, Seller and its officers, directors, employees and agents and representatives, and its respective assigns from any and all Claims, whether direct or indirect, known or unknown, suspected or unsuspected, foreseen or unforeseen, that may arise on account of or in any way be connected with: (i) the physical condition of the Property, including, without limitation, all seismic elements; the condition, valuation, or utility of the Property; title and survey matters with respect to the Property; and the environmental condition of the Property and the presence of any Hazardous Substance on, under or about the Property; and (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Laws and any other federal, State or local law. As used in this Agreement, the term "**Environmental Law**" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, environmental conditions or the environment, including air, soil, groundwater and surface water. As used in this Agreement, the term "**Hazardous Substance**" means any substance, condition, object, living organism or any combination thereof which may or could pose a risk of injury or threat to health or the environment, including, without limitation: (a) those substances included within the definitions of "hazardous substance", "hazardous waste", "hazardous material", "toxic substance", "solid waste", or "pollutant or contaminant" in or otherwise regulated by, any Environmental Law; and (b) any material, waste, or substance which is: (A) petroleum or refined petroleum products; (B) asbestos in any form; (C) polychlorinated biphenyls; (D) flammable explosives; (E) radioactive materials; (F) radon; or (G) lead.

In connection with this and to the extent permitted by law, Buyer hereby agrees, realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Buyer further agrees that it waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints concerning the physical characteristics and any existing conditions of the Property, and that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release, discharge and acquit Seller from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. The releases set forth in this Section shall become

effective upon the Closing. Buyer further hereby assumes the risk of changes in applicable laws, including any relevant Environmental Laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Substances or other contaminants, may not have been revealed by its investigation.

10.3 **Waiver of Right to Receive Seller Disclosure Statement and Rescind.** PURSUANT TO RCW CH. 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, WITH RESPECT TO THE REAL PROPERTY, BUYER HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED “ENVIRONMENTAL”. Buyer is hereby provided with the “Environmental” section of the Seller Disclosure Statement attached hereto as Exhibit G. Buyer further agrees that any information discovered by Buyer concerning the Real Property prior to Closing shall not obligate Seller to prepare and deliver to Buyer a revised or updated Seller Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated buyer who is familiar with the ownership of real estate similar to the Real Property and Buyer has or will have adequate opportunity to complete such independent inspections of the Property it deems necessary, and will acquire the Real Property solely on the basis of and in reliance upon such examinations and not on any information provided in any Seller Disclosure Statement or otherwise provided or to be provided by Seller (other than as expressly provided in this Agreement or in the Deed). BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF BUYER THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER, AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO BUYER DURING THE INVESTIGATION PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

11. **Damage; Condemnation.** From and after the Effective Date, Seller shall promptly notify Buyer in writing of (i) any material casualty or damage (any such event is referred to in this Agreement as a “**Casualty Event**”), or (ii) any condemnation proceeding commenced or threatened, with respect to the Property (any such event is referred to in this Agreement as a “**Condemnation Event**”). If any Casualty Event occurs (provided the cost to repair such casualty would exceed Twenty Percent (20%) of the Purchase Price, then Buyer may (y) elect to terminate this Agreement by providing written notice of such termination to Seller within five (5) Business Days after Buyer’s receipt of such notice of damage (such failure to notify Seller of such election shall be deemed Buyer’s agreement to proceed to Closing); or (z) elect in writing (or upon its deemed election) to proceed with Closing under this Agreement, in which case this Agreement will remain in full force and effect Seller shall assign to Buyer any insurance proceeds that may thereafter be made for such damage or destruction without any reduction in the Purchase Price. If any Condemnation Event occurs that results in a loss of more than twenty percent (20%) of the square footage of the Property, then Buyer may elect, by notice to Seller within five (5) Business Days after receipt of Seller’s notice of such Condemnation Event, to terminate this Agreement, in which event Escrow Agent shall promptly return the Earnest Money to Buyer, and neither party shall have any further rights or obligations hereunder, except for those rights and obligations that expressly survive the termination of this Agreement. If Buyer does not terminate this Agreement (either by electing not to exercise its termination right or because the costs or losses do not exceed the threshold described above), then at Closing, Buyer shall accept the Property in its then condition and, upon the Closing Seller shall assign to Buyer any compensation, awards, or other payments or relief Seller has received or is entitled to receive resulting from such condemnation or transfer in lieu thereof.

12. **Default by Buyer; Liquidated Damages.** BUYER SHALL BE IN DEFAULT UNDER THIS AGREEMENT IF (I) ANY OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE NOT TRUE, CORRECT AND COMPLETE, (II) BUYER (OR BUYER'S AFFILIATE) FAILS TO PERFORM ALL OF ITS OBLIGATIONS UNDER SECTION 6.4(b) ON OR BEFORE THE CLOSING DATE, OR (III) BUYER FAILS TO PERFORM ANY OF ITS OBLIGATIONS WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF WRITTEN NOTICE BY SELLER OF SUCH FAILURE. IN THE EVENT OF ANY DEFAULT BY BUYER UNDER THIS AGREEMENT, SELLER WILL BE RELIEVED OF ANY OBLIGATION TO SELL THE PROPERTY TO BUYER, SELLER WILL NOT HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLER'S SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE EARNEST MONEY WILL BE RELEASED TO AND RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES THAT SELLER MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT HEREUNDER. BUYER AND SELLER AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES. THE FOREGOING PROVISION SHALL IN NO WAY LIMIT OR IMPAIR SELLER'S RIGHT OR ABILITY TO RECOVER FROM BUYER ATTORNEY'S FEES TO WHICH SELLER MAY OTHERWISE BE ENTITLED UNDER THIS AGREEMENT OR ANY SUMS WHICH MAY BECOME DUE TO SELLER BASED UPON ANY INDEMNITY PROVIDED BY SELLER PURSUANT TO THE TERMS OF THIS AGREEMENT.

Seller's initials: _____ Buyer's initials: _____

13. **Default by Seller; Remedies.** Seller shall be in default under this Agreement if: (i) Seller fails to perform all of its obligations under Section 6.4(a) on or before the Closing Date; or (ii) Seller fails to perform any of its obligations under this Agreement within three (3) Business Days after receipt of written notice of such failure (a "**Seller Default**"). Upon a Seller Default, Buyer may, as its sole and exclusive remedy for such Seller Default, either: (y) terminate this Agreement in its entirety by delivery of notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer; or (z) continue this Agreement pending Buyer's action for specific performance hereunder provided appropriate proceedings are commenced by Buyer within forty-five (45) days following Seller's Default and thereafter prosecuted with diligence. Buyer agrees that under no circumstances shall Buyer file a *lis pendens* action against the Property unless Buyer is seeking option (z) above.

Anything in this Agreement to the contrary notwithstanding, with respect to all matters affecting title to the Real Property, Buyer acknowledges and agrees that it is relying upon the Title Policy. If Buyer has a claim under the Title Policy and the subject matter of that claim also constitutes a breach of any warranty made by Seller in this Agreement or the Deed, Buyer agrees that it will look first to its Title Policy for recovery on such claim, and Buyer shall not assert any claim against Seller for a breach of a representation, warranty or covenant with respect to such claim unless and until Buyer has pursued its remedies against the Title Company to a final judgment and has not been made whole.

14. **Brokerage.** Neither Seller or Buyer has a real estate broker assisting with the transaction. Seller and Buyer hereby agree to indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold each other, the Seller Indemnified Parties and the Buyer Parties harmless for, from and against any and all Claims incurred by reason of or in connection with any claim for fees, compensation, or other charges relating in any way to the transaction contemplated in this Agreement, or the consummation thereof, which may be made by any other person, firm, or entity as the result of any acts or the acts of Seller or Buyer or their respective representatives. The parties' obligations under this Section 14 shall survive the Closing or the earlier termination of this Agreement.

15. **Miscellaneous.**

15.1 **Attorneys' Fees.** If a party employs attorneys to enforce or interpret any provision of this Agreement or brings any litigation to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable and documented attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

15.2 **Notices.** All notices required or permitted under this Agreement must be in writing and will be deemed to have been properly given and received (i) upon delivery, if delivered in person, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, or (iv) by electronic mail on the date transmitted, if such notice is given on a Business Day between the hours of 8:00 a.m. and 5:00 p.m., Pacific time (and if not it shall be deemed provided on the following Business Day), in each case addressed as set forth below. Any party may at any time change the address for notice to such party by mailing, sending or delivering a notice as aforesaid.

If to Buyer

Attn: _____
Email: _____

If to Seller:

Mount Baker School District
4956 Deming Road
Deming, WA 98244
Attn: Philip Brockman
Email: brockman@mtbaker.wednet.edu

with a copy to:

Belcher Swanson Law Firm, P.L.L.C.
900 Dupont Street
Bellingham, WA 98225
Attn: Scot S. Swanson
Email: scot@belcherswanson.com

If to Escrow Agent:

Chicago Title Company
1835 Barkley Blvd.
Bellingham, WA 98226
Attn: Susie Gale
Email: Susie.Gale@ctt.com

Notices from or signed by the legal counsel of Seller, or an agent of Seller with apparent authority, shall be equally effective as a notice from Seller itself.

15.3 **Governing Law/Venue.** The laws of the State govern the enforcement and interpretation of this Agreement. The venue for any action related to this Agreement shall be in the County. Each party waives any objection it may have to such venue.

15.4 **Waiver of Jury Trial.** BUYER AND SELLER HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE PROPERTY, OR

ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BUYER AND SELLER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

15.5 **Integration; Modification; Waiver.** This Agreement, the recitals to this Agreement, exhibits, and the closing documents pursuant to this Agreement are hereby incorporated into this Agreement and, together with the Agreement, constitute the complete and final expression of the agreement of the parties relating to the Property. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. This Agreement cannot be modified, or any of the terms hereof waived, except by a document (referring specifically to this Agreement) executed by Buyer and Seller.

15.6 **Counterpart Execution.** This Agreement may be executed in counterparts. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

15.7 **Headings; Construction.** The headings in this Agreement do not have any meaning. Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular number shall be construed to include the plural, and vice versa, unless the context requires otherwise.

15.8 **Deadlines and Dates.** Any deadline, unless otherwise set forth in this Agreement, shall expire at 5:00 p.m., local time in the County on such date. If any deadline or date in this Agreement falls on a day other than a Business Day, such deadline or date shall be extended until 5:00 p.m., local time in the County on the next Business Day. If a deadline or date is extended to a Business Day, the deadline or date, as so extended shall be considered the actual deadline for purposes of calculating subsequent dates and deadlines. If the Closing Date falls on a day other than a Business Day, the Closing Date shall be extended until 5:00 p.m. on the second Business Day following such non- Business Day. Time periods in this Agreement shall be computed by excluding the first day of such period and including the last day of such period.

15.9 **Severability.** If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

15.10 **Time of the Essence.** Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property.

15.11 **Binding Effect.** This Agreement is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and permitted assigns.

15.12 **Further Acts.** In addition to the covenants contained in this Agreement, Seller and Buyer shall perform after the Closing any further acts as may be necessary to effect the transactions contemplated in this Agreement.

15.13 **Assignment.** Buyer shall not assign this Agreement without Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. No such assignment shall release Buyer from any of its obligations under this Agreement. Any assignment made in violation of this Section shall be void.

15.14 **Confidentiality**. Each party and their respective representatives shall hold in strictest confidence all data and information obtained with respect to the other party or its business, whether obtained before or after the execution and delivery of this Agreement, and shall not disclose the same to others; *provided, however*, that it is understood and agreed that each party may disclose such data and information to its assignees, affiliates, employees, lenders, consultants, accountants and attorneys so long as such persons agree to treat such data and information confidentially. The provisions of this **Section 15.15** shall survive Closing or any termination of this Agreement.

15.15 **Sole Discretion**. If a party is given the right to exercise its sole discretion under this Agreement, neither the other party nor any court, arbitrator, third party, or board shall have the right to challenge said exercise, whether reasonable or unreasonable, on any grounds whatsoever.

15.16 **Disclaimer – Preparation of Agreement**. This Agreement has been negotiated by the parties. Buyer and Seller agree that no presumption shall apply in favor or against any party in respect of the interpretation or enforcement of this Agreement. Each party is advised to have this Agreement reviewed by independent legal and tax counsel prior to its execution. By executing this Agreement, each party represents that: (i) it has read and understands this Agreement; (ii) it has had the opportunity to obtain independent legal and tax advice regarding this Agreement; and (iii) it has obtained such independent advice or has freely elected not to do so.

[signature page follows]

**SIGNATURE PAGE
TO
PURCHASE AND SALE AGREEMENT**

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to be effective as of the Effective Date.

BUYER:

SELLER:

MOUNT BAKER SCHOOL DISTRICT NO. 507, a
municipal corporation

EXHIBIT ONLY – DO NOT SIGN

EXHIBIT ONLY – DO NOT SIGN

By: _____

By: _____

Name: _____

Name: Philip Brockman

Its: _____

Its: Superintendent

Date: _____

Date: _____

EXHIBIT A	Legal Description of Real Property
EXHIBIT B	Form of Deed
EXHIBIT C	Environmental Section of Seller Disclosure Statement

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 100 FEET OF THE NORTH 451 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST 430 FEET OF THE NORTH 451 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE, EXCEPT THE EAST 100 FEET OF THE NORTH 140 FEET THEREOF. ALSO EXCEPT THE NORTH 30 FEET THERE OF FOR ROAD PURPOSES.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

THE SOUTH 157 FEET OF THE NORTH 451 FEET OF THE EAST 100 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT B
FORM OF DEED

Filed at the Request of:

DOCUMENT TITLE:	Bargain and Sale Deed
GRANTOR:	Mount Baker School District No. 507, a municipal corporation
GRANTEE:	
ASSESSOR'S PARCEL NO(s):	390409 144240 0000
ABBREVIATED LEGAL:	E 100 FT OF N 451 FT OF NW SW-W 430 FT OF N 451 FT OF NE SW-EXC E 100 FT OF N 140 FT THEREOF-EXC N 30 FT OF BOTH FOR RD-SUBJ TO BOUNDARY LINE AGREEMENT REC AF 2022-0701325

BARGAIN AND SALE DEED

The grantor, MOUNT BAKER SCHOOL DISTRICT NO. 507, a municipal corporation, for and in consideration of Ten Dollars (\$10.00) in hand paid, bargains, sells and conveys to _____, a _____, the grantee, that real property situated in the county of Whatcom, state of Washington and legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

SUBJECT TO: (i) non-delinquent real estate taxes and assessments, and (ii) all covenants, conditions, restrictions, reservations, rights, rights of way, easements, other encumbrances, and title matters of record and all matters that would be disclosed by an accurate survey and inspection of the Property.

DATED effective the _____ day of _____, 20__.

[signature page and acknowledgement follows]

SIGNATURE PAGE TO
BARGAIN AND SALE DEED

GRANTOR:

MOUNT BAKER SCHOOL DISTRICT NO. 507,
a municipal corporation

EXHIBIT ONLY – DO NOT SIGN

By:_____

Its:_____

STATE OF WASHINGTON)
 : ss
COUNTY OF WHATCOM
)

On this ____ day of _____, in the year 20__, before me,
_____, a notary public in and for the State of Washington, personally appeared
Philip Brockman, known or identified to me (or proved to me on the oath) to be the _____ of
the entity that executed the instrument or the person who executed the instrument on behalf of said
entity, and acknowledged to me that such entity executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above
written.

Notary Public for the State of _____(Signature)

(Print Name)

My commission expires: _____

Exhibit A
To
Deed

Legal Description of Property

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 100 FEET OF THE NORTH 451 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE WEST 430 FEET OF THE NORTH 451 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, TOWNSHIP AND RANGE, EXCEPT THE EAST 100 FEET OF THE NORTH 140 FEET THEREOF. ALSO EXCEPT THE NORTH 30 FEET THERE OF FOR ROAD PURPOSES.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

THE SOUTH 157 FEET OF THE NORTH 451 FEET OF THE EAST 100 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

EXHIBIT C

“ENVIRONMENTAL” SECTION OF THE DISCLOSURE STATEMENT

NOTICE TO THE BUYER: [insert]

THE FOLLOWING DISCLOSURES ARE MADE BY SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED GENERALLY AT [INSERT], IN THE CITY OF [INSERT], [INSERT] COUNTY, WASHINGTON (THE “PROPERTY”) AS LEGALLY DESCRIBED IN EXHIBIT A ATTACHED TO THIS AGREEMENT. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER’S CURRENT AND ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, ELECTRICIANS, OR ON-SITE WASTEWATER TREATMENT INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER IS NOT OCCUPYING THE PROPERTY.

SELLER’S DISCLOSURES - ENVIRONMENTAL

YES NO DON’T
KNOW

If the answer is “Yes” to a question with an (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

*A. Have there been any flooding, standing water or drainage problems on the Property that affect the Property or access to the Property?

☐ ☐ ☐

*B. Is there any material damage to the Property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?

☐ ☐ ☐

*C. Are there any shorelines, wetlands, floodplains, or critical areas on the Property?

☐ ☐ ☐

*D. Are there any substances, materials, or products in or on the Property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?

☐ ☐ ☐

*E. Is there any soil or groundwater contamination?

☐ ☐ ☐

*F. Has the Property been used as a legal or illegal dumping site?

☐ ☐ ☐

*G. Has the Property been used as an illegal drug manufacturing site?

☐ ☐ ☐

ADDITIONAL NOTICES TO BUYER: INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

EXPLANATIONS FOR *YES* ANSWERS (IF ANY):

EXHIBIT D

PRELIMINARY TITLE COMMITMENT

[on following pages]

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



CHICAGO TITLE
COMPANY OF WASHINGTON

Commitment Number:

245461450

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Caesar Espinosa
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Dave Morris Chicago Title Company of Washington 1835 Barkley Boulevard, Suite 105 Bellingham, WA 98226 Phone: 360-752-6530 Fax: 866-465-1972 Main Phone: (360)734-7000 Email: Dave.Morris@titlegroup.fntg.com	

Order Number: 245461450

SCHEDULE A

- Commitment Date: January 24, 2024 at 08:00 AM
- Policy to be issued:
 - To Be Determined

Proposed Insured:	Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below	
Proposed Amount of Insurance:	\$10,000.00	
The estate or interest to be insured:	Fee Simple	
Premium:	\$	0.00
Tax:	\$	0.00
Total:	\$	0.00
- The estate or interest in the Land at the Commitment Date is:

Fee Simple
- The Title is, at the Commitment Date, [vested in:](#)

Mount Baker School District No. 507

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SCHEDULE A
(continued)

5. The Land is described as follows:

A tract of land in the Northwest quarter of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section 9, Township 39 North, Range 4 East of W.M., more particularly described as follows:

The East 100 feet of the North 451 feet of the Northwest quarter of the Southwest quarter and the West 430 feet of the North 451 feet of the Northeast quarter of the Southwest quarter of said section, township and range, Except the East 100 feet of the North 140 feet thereof. Also except the North 30 feet thereof for road purposes.

Also EXCEPT the following-described portion thereof:

That portion of the Northeast quarter of the Southwest quarter of Section 9, Township 39 North, Range 4 East of W.M., described as follows:

COMMENCING at the Northwest corner of said quarter quarter; thence South.01° 12' 13" West a distance of 30.00 feet to the South right-of-way Line of Hopewell road (county road no.87); thence East 20 rods to the true point of beginning;

Thence the following six (6) courses:

1. North 88° 32' 57" West a distance of 5.44 feet;
2. South 06° 41' 36" West a distance of 124.73 feet;
3. South 85° 09' 29" East a distance of 117.61 feet;
4. North 01° 12' 13" East a distance of 21.16 feet;
5. North 88° 32' 57" West a distance of 100.00 feet;
6. North 01° 12' 13" East a distance of 110.00 feet to the true point of beginning.

Situate in Whatcom County, Washington

END OF SCHEDULE A

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
7. NOTE: The names of the proposed insured were not furnished in the application for title insurance, and when disclosed, the commitment will be subject to such matters as may be found by a search of the records against said names.

The company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Mount Baker School District No. 507

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

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SCHEDULE B, PART I - Requirements
(continued)

9. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
10. If the proposed insured is a married person or member of a registered domestic partnership acquiring title as a separate estate, the Company will require a Deed be executed by the spouse or registered domestic partner of the proposed insured to establish separate property.
- A deed from the spouse or registered domestic partner will not eliminate the requirement that both spouses or registered domestic partners execute any new monetary encumbrances to comply with the automatic homestead provisions of RCW 6.13.060 if both spouses or registered domestic partners intend to reside on the Land.
11. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
12. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.

END OF REQUIREMENTS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

3441 Hopewell Road
Everson, WA 98247

Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Ptn SW 1/4 S9 T39N R4E
Tax/Map ID(s):
Tax Account No.: 106354 and 3904091442400000

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SCHEDULE B, PART I - Requirements
(continued)

Note C: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Note D: Effective February 1, 2024 there is an additional \$15.00 fee for electronic recording service(s).

END OF NOTES**END OF SCHEDULE B, PART I**

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE B, PART II - Exceptions
(continued)

SPECIAL EXCEPTIONS

1. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: October 15, 2019

[Recording No.: 2019-1002084](#) and [Recording No. 2019-1002085](#)

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Donald A. and Janet E. Vos, husband and wife

Purpose: Water supply

Recording Date: November 26, 1996

[Recording No.: 961126181](#)

3. Boundary Line Agreement, including its terms, covenants, conditions and provisions;

Recording Date: July 14, 2022

[Recording No.: 2022-0701325](#)

4. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: July 14, 2022

[Recording No.: 2022-0701326](#)

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SCHEDULE B, PART II - Exceptions
(continued)

5. Payment of the real estate excise tax, if required.

CAUTION: Washington has a graduated excise tax rate for sales occurring on or after 1/1/2023 for most properties, although a flat rate applies to properties formally classified and specially valued as timberland or agricultural land on the day of closing.

The rate of real estate excise tax to a sale on or after 1/1/2023 for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
3.00% on any portion of the sales price above \$3,025,000;

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

6. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year:	2024
Tax Account No.:	3904091442400000
Key No./Property No:	106354
Tax Code/Located In:	7085
Assessed Value:	\$394,981.00

General and Special Taxes:	Billed:	\$24.00, Full Year
	Paid:	\$0.00
	Unpaid:	\$24.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

7. Taxes, interest and penalties, if any, which may result from the loss of the tax exemption for which this property has qualified.

8. City, county or local improvement district assessments, if any.

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SCHEDULE B, PART II - Exceptions
(continued)**END OF SCHEDULE B, PART II**

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

<p>EXHIBIT E</p> <p>BOUNDARY LINE AGREEMENT</p>

[on following pages]



After Recording Return to:

Langabeer & Traxler, P.S.
2701 Meridian Street
Bellingham, WA 98225

BOUNDARY LINE AGREEMENT

Grantor: MT. BAKER SCHOOL DISTRICT NO. 507
Grantees: JENNIFER COURCHANE and SETH SNOOK
Abbreviated Legal Description: PTNS NW ¼ & NE ¼ OF SW ¼, §9, TWP 39 N., R.4 E.W.M.
WHATCOM COUNTY, WASHINGTON.
(Full New Legals Exhibits C and D, Pages 10-11)
Parcel Nos: 3904091442400000 / 106354
3904091732560000 / 106360
Reference Number of Related Document(s): 2022-0701326 (Record of Survey)

This Boundary Line Agreement (Agreement) is entered pursuant to RCW 58.04.007, effective June 29, 2022, between MT. BAKER SCHOOL DISTRICT NO. 507 as Grantor, and JENNIFER COURCHANE and SETH SNOOK as Grantees. This Agreement is based on the following facts:

A. MT. BAKER SCHOOL DISTRICT NO. 507 is a Washington municipal corporation, and owns the real property known as 3441 Hopewell Road, Everson, Whatcom County, Washington, and delineated by Assessor's Parcel No. 3904091442400000 / Parcel Identifier Number 106354. This property was previously used for a grange and is referred to in this Agreement as the "Grange Property," and up until this point, it has been legally described as follows:

The East 100 Feet of the North 451 Feet of the Northwest Quarter of the Southwest Quarter; ALSO the West 430 Feet of the North 451 Feet of the Northeast Quarter of the Southwest Quarter, EXCEPT the East 100 Feet of

the North 140 Feet thereof; all in Section 9, Township 39 North, Range 4 East of W.M., LESS the North 30 feet of both descriptions for road.

B. JENNIFER COURCHANE and SETH SNOOK are a married couple and own the real property known as 3429 Hopewell Road, Everson, Whatcom County, Washington, and delineated by Assessor's Parcel No. 3904091732560000 / Parcel Identifier Number 106360. This property is located adjacent to and at the Northeast corner of the Grange Property, is referred to in this Agreement as the "Courchane/Snook Property," and up until this point, it has been legally described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 9, Township 39 North, Range 4 East of W.M.; running thence East 20 rods to the point of beginning; thence East 100 feet; thence South 140 feet; thence West 100 feet; thence North 140 feet to the point of beginning; being 100 foot frontage on road and 140 feet deep; except right of way for Hopewell Road.

C. A boundary dispute has arisen regarding the location of the common boundary line(s) separating the Grange Property from the Courchane/Snook Property.

D. A survey has been commissioned and performed by Brett DeVries, PLS, of Northwest Surveying & GPS, Inc., and the results are represented by the map attached as Exhibit A, which is fully incorporated by this reference.

E. Exhibit A shows an inconsistency between the described locations of the West and South boundary lines of the Courchane/Snook Property and the occupational lines which have been observed and marked by fences and/or other improvements for decades, and which are located further West and South (respectively) than the described lines.

F. The parties wish to resolve the boundary dispute between them in a neighborly way, as expressly provided under RCW 58.04.007(1), and enter this Agreement for that purpose.

Based on the above facts, and in consideration of resolving their boundary dispute (and for no monetary consideration), the parties agree and covenant as follows:

1. Recitals Incorporated. The recitals of fact set forth in Paragraphs A through F above are fully incorporated as terms of this Agreement.

2. Record of Survey. The Courchane/Snook Property and the boundary with the Grange Property are both depicted on Exhibit A. It is agreed and acknowledged that a full-size Record of Survey may be recorded in conjunction with this agreement, pursuant to RCW 58.04.007(1) and the provisions of RCW Chapter 58.09. The terms and provisions of this Agreement shall apply to such separately recorded Record of Survey.

3. Location of Agreed Boundary Line. The parties agree and covenant that the true and correct boundary line between the Courchane/Snook Property to the North and East, and the Grange Property to the South and West, is the line shown on Exhibit A (hereinafter referred to as the "Agreed Boundary Line.")

4. Correct Legal Descriptions. The legal description of the area located between the previously described boundary lines and the Agreed Boundary Line is set forth on Exhibit B, which is fully incorporated by this reference. Further, the correct legal descriptions of the parties' properties, consistent with the Agreed Boundary Line, are and shall be as set forth below:

4.1 Grange Property. The legal description of the Grange Property (owned by the Mt. Baker School District No. 507), is and shall be as set forth on Exhibit C, which is attached and fully incorporated by this reference.

4.2 Courchane/Snook Property. The legal description of the Courchane/Snook Property (owned by Jennifer Courchane and Seth Snook), is and shall be as set forth on Exhibit D, which is attached and fully incorporated by this reference.

5. Release and Disclaimer of Interest. Mt. Baker School District No. 507, on behalf of itself and its heirs, successors, and assigns, hereby covenants, releases, and disclaims, in favor of Jennifer Courchane and Seth Snook, any and all right, title, and interest (including after-acquired title) in and to all real property located Easterly and Northerly of the Agreed Boundary Line, as legally described on Exhibit B and depicted on Exhibit A. Such release and disclaimer specifically includes all property located within the legal description set forth on Exhibit D.

6. Covenant Running With the Land; Authority. This Agreement and the terms and covenants contained herein shall attach to and be a covenant running with the parties' real properties described on Exhibits C and D. This Agreement is binding upon and will inure to the benefit of future owners of the properties, as the parties' successors and assigns. By their signatures below, each of the parties warrants and covenants that they have full power and authority to enter this Agreement and subject the real properties identified as owned by that respective party to the covenants set forth in this Agreement.

7. Amendment. This Agreement may only be amended or modified by a written instrument, signed and acknowledged by the owners of both of the real properties described on Exhibits C and D, and recorded with the Whatcom County Auditor.

8. Additional Documents and Actions. The parties agree, on behalf of themselves and their successors and assigns, to sign all additional documents and to cooperate and take all further steps reasonably necessary to accomplish the intent and purpose of this Agreement. Although the parties expressly acknowledge that no boundary line adjustment or other application/approval process (whether under Whatcom County Municipal Code 21.03.060 or otherwise) is required for the parties to fix their boundary line by entering this Agreement under RCW 58.04.007, in the event the owner of either of the properties described on Exhibits C or D determines that any application or approval process is necessary or desirable in

connection with the Agreed Boundary Line, the owner of the other property shall cooperate in signing and submitting any and all documentation for the same, provided that the owner requesting the application/approval process shall be responsible for all labor and expense for the process.

9. Entire Agreement. This Agreement and the attached Exhibits contain the parties' entire agreement and understanding regarding the boundary between their properties, and supersede all prior oral and written agreements.

10. Severability. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

11. Governing Law. This Agreement will be governed and interpreted by Washington State law. Any lawsuit arising directly or indirectly out of this Agreement will be litigated in the Superior Court for Whatcom County, Washington.

12. Attorneys' Fees. If a dispute arises out of this Agreement, then the prevailing party will be entitled to attorney fees and costs.

IN WITNESS WHEREOF, the owners of all the properties impacted and benefitted by this Agreement have hereunto set their hands and seals on the day and year first above written.

MT. BAKER SCHOOL DISTRICT
NO. 507, a Washington municipal
corporation



BY: MARY SEWRIGHT
ITS: SUPERINTENDENT

JENNIFER COURCHANE

SETH SNOOK

connection with the Agreed Boundary Line, the owner of the other property shall cooperate in signing and submitting any and all documentation for the same, provided that the owner requesting the application/approval process shall be responsible for all labor and expense for the process.

9. Entire Agreement. This Agreement and the attached Exhibits contain the parties' entire agreement and understanding regarding the boundary between their properties, and supersede all prior oral and written agreements.

10. Severability. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

11. Governing Law. This Agreement will be governed and interpreted by Washington State law. Any lawsuit arising directly or indirectly out of this Agreement will be litigated in the Superior Court for Whatcom County, Washington.

12. Attorneys' Fees. If a dispute arises out of this Agreement, then the prevailing party will be entitled to attorney fees and costs.

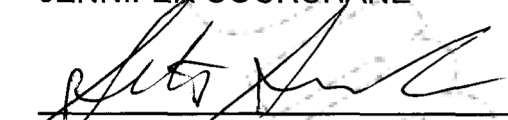
IN WITNESS WHEREOF, the owners of all the properties impacted and benefitted by this Agreement have hereunto set their hands and seals on the day and year first above written.

MT. BAKER SCHOOL DISTRICT
NO. 507, a Washington municipal
corporation

BY: MARY SEWRIGHT
ITS: SUPERINTENDENT



JENNIFER COURCHANE



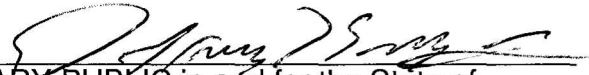
SETH SNOOK

STATE OF WASHINGTON)
) ss.
County of Whatcom)

I certify that I know or have satisfactory evidence that MARY SEWRIGHT is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized as the Superintendent to execute the instrument on behalf of MT. BAKER SCHOOL DISTRICT NO. 507 and that such was the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 23rd day of JUNE, 2022.

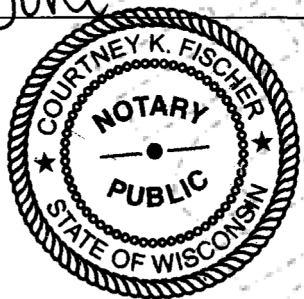



NOTARY PUBLIC in and for the State of
Washington, Residing at Bellevue, WA
My Commission Expires 7-12-25

STATE OF Wisconsin
County of Polk } ss.

On this day personally appeared before me JENNIFER COURCHANE, to me known to be one of the individuals described within and that executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of June, 2022.



Courtney K. Fischer

NOTARY PUBLIC in and for the State of Wisconsin, Residing at Luck
My Commission Expires 2-26-23

STATE OF Wisconsin
County of Polk } ss.

On this day personally appeared before me Seth Snook ✓, to me known to be one of the individuals described within and that executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of June, 2022.

Courtney K. Fischer

NOTARY PUBLIC in and for the State of Wisconsin, Residing at Luck
My Commission Expires 2-26-23

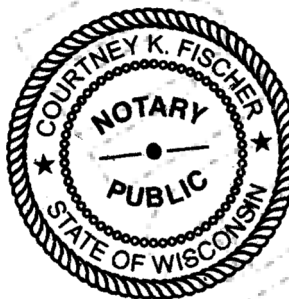


EXHIBIT " A "

DEPICTING BOUNDARY LINE AGREEMENT AREA
PORTION OF THE NE 1/4 SW 1/4, SECTION 9,
TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M,
WHATCOM COUNTY, WASHINGTON

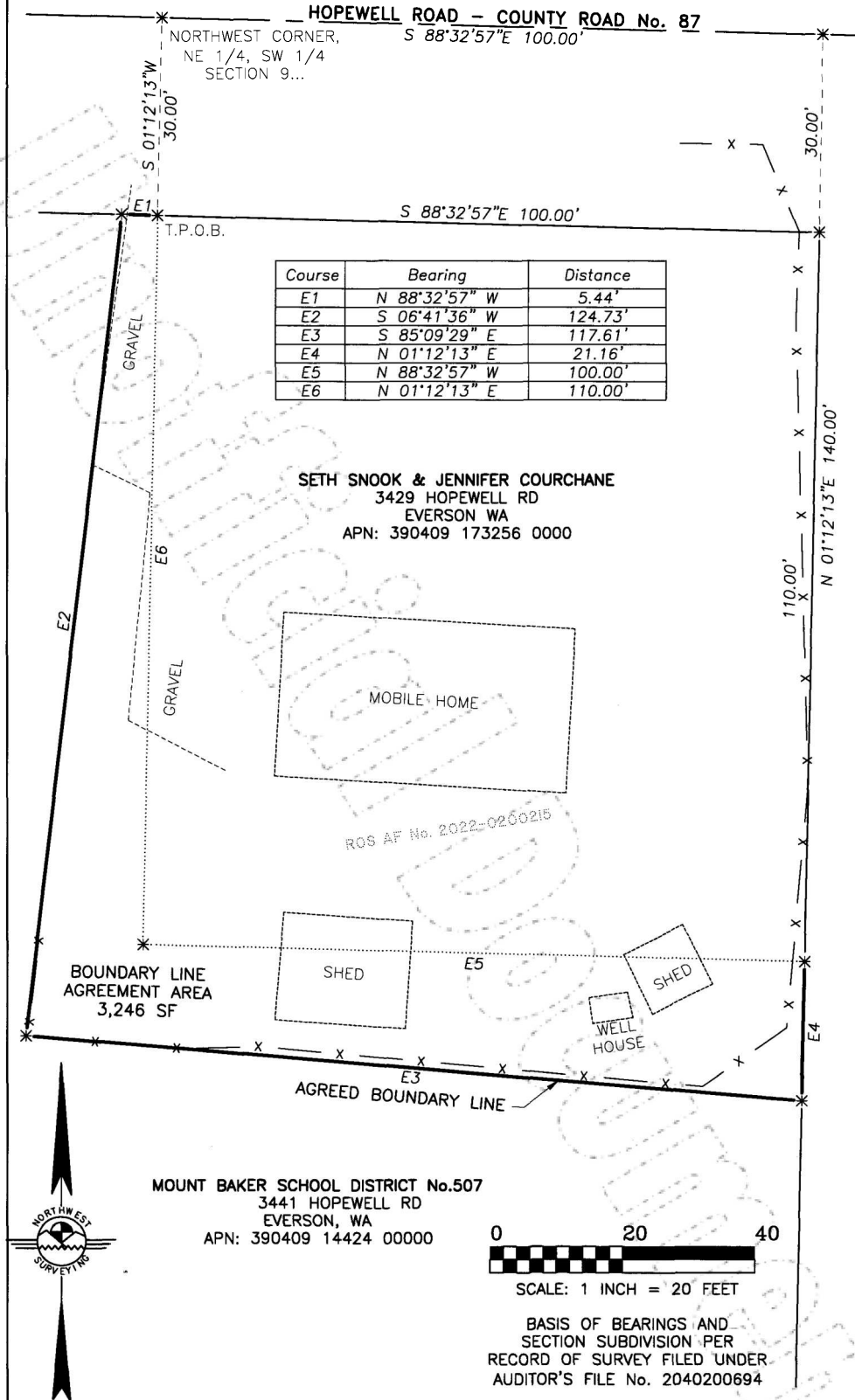


Exhibit B

DESCRIPTION OF BOUNDARY LINE AGREEMENT AREA

A BOUNDARY LINE AGREEMENT OVER AND ACROSS A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 4 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER; THENCE SOUTH $01^{\circ}12'13''$ WEST A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOPEWELL ROAD (COUNTY ROAD NO.87) AND THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING SIX (6) COURSES:

1. NORTH $88^{\circ}32'57''$ WEST A DISTANCE OF 5.44 FEET;
2. SOUTH $06^{\circ}41'36''$ WEST A DISTANCE OF 124.73 FEET;
3. SOUTH $85^{\circ}09'29''$ EAST A DISTANCE OF 117.61 FEET;
4. NORTH $01^{\circ}12'13''$ EAST A DISTANCE OF 21.16 FEET;
5. NORTH $88^{\circ}32'57''$ WEST A DISTANCE OF 100.00 FEET;
6. NORTH $01^{\circ}12'13''$ EAST A DISTANCE OF 110.00 FEET TO THE TRUE POINT OF BEGINNING.

AS DEPICTED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SITUATE IN WHATCOM COUNTY, WASHINGTON
SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS,
RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

Exhibit C

(Correct Legal of Grange Property)

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 9, Township 39 North, Range 4 East of W.M.; running thence East 20 rods to the point of beginning; thence East 100 feet; thence South 140 feet; thence West 100 feet; thence North 140 feet to the point of beginning; being 100 foot frontage on road and 140 feet deep; except right of way for Hopewell Road.

EXCEPT the following-described portion thereof:

THAT PORTION OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH,
RANGE 4 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER
QUARTER; THENCE SOUTH 01°12'13" WEST A DISTANCE OF 30.00
FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOPEWELL ROAD
(COUNTY ROAD NO.87) AND THE TRUE POINT OF BEGINNING;
THENCE THE FOLLOWING SIX (6) COURSES:

1. NORTH 88° 32' 57" WEST A DISTANCE OF 5.44 FEET;
2. SOUTH 06° 41' 36" WEST A DISTANCE OF 124.73 FEET;
3. SOUTH 85° 09' 29" EAST A DISTANCE OF 117.61 FEET;
4. NORTH 01° 12' 13" EAST A DISTANCE OF 21.16 FEET;
5. NORTH 88° 32' 57" WEST A DISTANCE OF 100.00 FEET;
6. NORTH 01° 12' 13" EAST A DISTANCE OF 110.00 FEET TO THE TRUE
POINT OF BEGINNING.

Situate in the County of Whatcom, State of Washington.

Exhibit D

(Correct Legal of Courchane/Snook Property)

Commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of Section 9, Township 39 North, Range 4 East of W.M.; running thence East 20 rods to the point of beginning; thence East 100 feet; thence South 140 feet; thence West 100 feet; thence North 140 feet to the point of beginning; being 100 foot frontage on road and 140 feet deep; except right of way for Hopewell Road.

TOGETHER WITH the following-described property:

THAT PORTION OF THE NORTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH,
RANGE 4 EAST OF W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER
QUARTER; THENCE SOUTH 01°12'13" WEST A DISTANCE OF 30.00
FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOPEWELL ROAD
(COUNTY ROAD NO.87) AND THE TRUE POINT OF BEGINNING;
THENCE THE FOLLOWING SIX (6) COURSES:

1. NORTH 88° 32' 57" WEST A DISTANCE OF 5.44 FEET;
2. SOUTH 06° 41' 36" WEST A DISTANCE OF 124.73 FEET;
3. SOUTH 85° 09' 29" EAST A DISTANCE OF 117.61 FEET;
4. NORTH 01° 12' 13" EAST A DISTANCE OF 21.16 FEET;
5. NORTH 88° 32' 57" WEST A DISTANCE OF 100.00 FEET;
6. NORTH 01° 12' 13" EAST A DISTANCE OF 110.00 FEET TO THE TRUE
POINT OF BEGINNING.

Situate in the County of Whatcom, State of Washington.