



Meeting Packet

Steilacoom Historical School District #1 Regular Meeting Board of Directors

**May 23, 2012
6:15 p.m.**



Steilacoom Historical School District #1 Regular Meeting Board of Directors

Steilacoom High School 54 Sentinel Drive Steilacoom, WA

5/23/2012 6:15 p.m.

I. Public Information

STUDY SESSION: The School Board will convene at 5:45 pm just prior to the start of the formal Board meeting, to discuss the Board agenda and to have a brief dinner. No decision making is undertaken. These study sessions are open to the Public; however, food is not provided for the general public.

II. CALL TO ORDER

(Vote)

1. Pledge of Allegiance
2. Roll Call
3. Approval of Agenda

III. EXECUTIVE SESSION

(Executive Session)

per RCW 42.30.110(1)(b)(c) to discuss Real Estate

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

IV. RETURN TO PUBLIC SESSION - 7:00 pm

V. RECOGNITION

(Information)

1. Saltar's Point Elementary Science Fair Students
- 2 Pioneer Middle School Letters in Literature Contest Student
3. Steilacoom High School Pierce County Library Contest Students

VI. PRESENTATION

(Information)

Steilacoom Historical Education Foundation Grants

Presenter: John Anderson

VII. COMMENTS FROM THE AUDIENCE**(Information)**

Members of the audience wishing to comment on specific items on this agenda will be allowed to comment briefly during the Comments From the Audience portion of the agenda. Those wishing to speak will please sign the Speaker List in order to be recognized by the Board. Please limit your comments to three (3) minutes. The Board will not entertain comments during any other part of the meeting. Remarks of a negative nature singling out specific employees, other than the Board or Superintendent, will be heard in executive session following the business meeting. The Board reserves the right to terminate presentations containing personal attacks on individuals.

VIII. APPROVAL OF MINUTES**(Vote)**

- 5.9.12 Minutes.pdf

(p. 6)

IX. CONSENT AGENDA**(Vote)**

The purpose of the consent agenda is to reduce time going through motion, second and voting on issues of common consent. Any Board member can ask for any item to be removed from the consent agenda. There is no discussion of items on the consent agenda. By motion of the Board, remaining items are approved without discussion as part of the consent agenda. Discussion of items removed from the consent agenda occurs immediately following action on the consent agenda.

- Acceptance of SHEF Grants.pdf
- Approval of May 2012 Accounts Payable.pdf
- Approval of Resolution 774-05-23-12, Vehicle Surplus.pdf
- Approval of Classified Personnel Report.pdf
- Approval of Certificated Personnel Reports.pdf
- Approval of SHS Cheer Overnight Trip.pdf
- Approval of May 2012 Payroll

(p. 9)

(p. 10)

(p. 26)

(p. 28)

(p. 30)

(p. 36)

(p. 38)

X. OLD BUSINESS**1. Second Reading of Resolution 767-04-11-12, Committed Funds to Purpose****(Vote)**

Presenter: Bill Fritz

- Second Reading of Resolution 767-04-11-12, Committed Funds to Purpose.pdf

(p. 45)

2. Approval of Resolution 776-5-23-12, Purchase & Sale Agreement - 30.84 Acres, DuPont**(Vote)**

Presenter: Bill Fritz

- Purchase and Sale Agreement 30.84 Acres DuPont.pdf

(p. 47)

3. Approval of Resolution 777-5-23-12, Purchase & Sale Agreement - International Place, DuPont**(Vote)**

Presenter: Bill Fritz

- Purchase & Sale Agreement International Place.pdf

(p. 62)

4. Approval of Resolution 778-5-23-12, Purchase & Sale Agreement - Williamson Place, DuPont (Vote)

Presenter: Bill Fritz

- Purchase & Sale Agreement Williamson Place.pdf (p. 74)

XI. NEW BUSINESS

1. Resolution 772-05-23-12, Surplus of 1314 Nisqually, Steilacoom (Vote)

Presenter: Bill Fritz

- Resolution 772-05-23-12, Surplus of 1314 Nisqually Property.pdf (p. 85)

2. Resolution 775-05-23-12, 2011-13 Energy Operation Cost Savings Improvement Grant (Vote)

Presenter: Bill Fritz

- Resolution 775-05-23-12, Energy Operational Cost Savings Grant.pdf (p. 89)

XII. COMMENTS FROM THE AUDIENCE (Information)

Members of the audience wishing to comment on specific items on this agenda will be allowed to comment briefly during the Comments From the Audience portion of the agenda. Those wishing to speak will please sign the Speaker List in order to be recognized by the Board. Please limit your comments to three (3) minutes. The Board will not entertain comments during any other part of the meeting. Remarks of a negative nature singling out specific employees, other than the Board or Superintendent, will be heard in executive session following the business meeting. The Board reserves the right to terminate presentations containing personal attacks on individuals.

XIII. BOARD COMMUNICATION (Information)

XIV. ANNOUNCEMENTS (Information)

XV. EXECUTIVE SESSION (Executive Session)

per RCW 42.30.110(1)(g) to review the performance of a public employee

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when a governing body elects to take final action hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public

XVI. RETURN TO PUBLIC SESSION

(Vote)

XVII. ADJOURNMENT

Regularly scheduled meetings of the Board of Directors of the Steilacoom Historical School District are digitally recorded.



Steilacoom Historical School District #1 Regular Meeting Board of Directors - Meeting Minutes

5/9/2012

I. Public Information

II. CALL TO ORDER

Chair Winkler called the meeting to order at 7:00 pm.

The Pledge of Allegiance was led by Tonya Rontos, SEA Co-President.

Roll Call - All Directors and Superintendent Fritz present with the exception of Director Wong. Director Denning made a motion to excuse Director Wong; motion seconded by Director Scott and the motion passed (4/0).

Approval of Agenda - Director Scott moved to approve the agenda with a modification of a recess after item XII for the purpose of a quasi-judicial hearing, provisions RCW 42.030.140(2), and resume the meeting following the hearing. Director Callanan seconded the motion and the motion passed (4/0).

III. COMMENTS FROM THE AUDIENCE

- Jaimie Garrett, Steilacoom, thanked Mr. Fritz for announcing his contract decision, commended him on his financial knowledge, voiced concerns on personnel and community related issues and thanked the certificated staff for their service.
- Eric Garrett, Steilacoom, commented on budget and staffing decisions.

IV. INTRODUCTION OF BRIAN HANSON

Superintendent Fritz introduced Mr. Brian Hanson, newly hired principal of Steilacoom High School, noting his background and transition to the high school including an informal community event to meet and ask questions of Mr. Hanson on May 22, 2012, at the high school.

V. RECOGNITION

Chair Winkler read a proclamation honoring the dedication and commitment of Certified School Employees and proclaiming May 2012 as Certificated School Employees Month. Director Denning moved to approve the proclamation; Director Callanan seconded the motion and the

motion passed (4/0).

VI. APPROVAL OF MINUTES

Director Scott moved to approve the 4.25.12 regular board meeting minutes; Director Denning seconded the motion and the motion passed (4/0).

VII. CONSENT AGENDA

Director Denning moved to approve the Consent Agenda; Director Callanan seconded the motion and the motion passed (4/0).

VIII. OLD BUSINESS

1. Second Reading of Policy 4240, Advertising

Director Callanan made a motion to move the policy to a third reading. Director Denning seconded the motion and the motion passed (4/0).

IX. NEW BUSINESS

1. First Reading of Policy 4060, Distribution of Materials

Director Denning made a motion to move the policy to a second reading; Director Scott seconded the motion. Director Denning amended his motion to approve Policy 4060 changes as written. Director Scott seconded the amended motion and the motion passed (4/0).

X. COMMENTS FROM THE AUDIENCE

- Tonya Rontos, SEA Co-President, thanked the Board for their decisions and support on behalf of the Steilacoom Education Association

XI. BOARD COMMUNICATION

- Director Callanan thanked the students for their attendance.
- Chair Winkler received one Board communication that he is working on with Superintendent Fritz.

XII. ANNOUNCEMENTS

- Superintendent Fritz announced Certified School Employees Appreciation Month and National School Nurse Day.

- Superintendent Fritz announced that the District is now in receipt of the newly purchased school bus.
- Superintendent Fritz announced that the all-day K enrollment is full - one class at Cherrydale and one at Chloe Clark.
- Director Callanan announced the regional track meet this weekend.
- Director Winkler announced the SHS play next week, *Alice in Wonderland*.

XIII. QUASI-JUDICIAL HEARING

Chair Winkler recessed the meeting at 7:19 pm for approximately 20 minutes and then went into a quasi-judicial hearing.

The Board came out of the quasi-judicial hearing and the meeting resumed at 8:44 pm.

XIV. EXECUTIVE SESSION

The Board went into Executive Session at 8:44 pm and returned to public session at 9:34 pm.

XV. RETURN TO PUBLIC SESSION

The Board returned to public session at 9:34 pm. No decisions made in Executive Session.

XVI. ADJOURNMENT

Director Scott made a motion to adjourn the meeting at 9:35 pm; Director Denning seconded the motion and the motion passed (4/0).

(Chair)

(Secretary/Superintendent)

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: May 23, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: X **ACTION** Approval of 2012 Steilacoom Historical Education Foundation Grants
 INFORMATION _____

BACKGROUND INFORMATION:

The Steilacoom Historical Education Foundation (SHEF) has approved funding the following grant applications.

Cherrydale Primary

\$1800 – Smart Board Student Assessment Accessories

\$100 – Library

Anderson Island Elementary

\$342 – Library

Chloe Clark Elementary

\$100 - Library

Saltar's Point Elementary

\$408 – Library

Pioneer Middle

\$100 – Library

Steilacoom High

\$100 - Library

TOTAL - \$3000

FISCAL IMPLICATIONS:

Not significant.

RECOMMEDED DECISION:

It is the recommendation of the Superintendent to accept the grant funds as a.

Report prepared by:

Bill Fritz, Superintendent

The following vouchers as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of May 23, 2012, the board, by a _____ vote approves payments, totaling \$117,715.33. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:
Warrant Numbers 109510 through 109513, totaling \$117,715.33.

Secretary _____ Board Member _____
Board Member _____ Board Member _____
Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
109510	CHEVRON & TEXACO CARD SERVICES	05/20/2012	34281592		0	25,683.49	25,683.49
109511	MASTERCARD CORP. CLIENTS PAYME	05/20/2012	...5620		0	14.93	3,895.08
			...5638		0	160.95	
			...5653		0	2,788.80	
			...5679		0	23.48	
			...5695		0	680.57	
			5550...5620	National Title 1 Association. Video on Demand.	91112109	199.00	
			5661		0	27.35	
109512	SODEXO INC & AFFILIATES	05/20/2012	1000588089		0	71,335.15	71,335.15
109513	TRUSTEED PLANS SERVICE CORP	05/20/2012	0064755-in		0	9,702.57	16,801.61
			0064857-in		0	7,099.04	
				4 Computer	Check(s) For a Total of		117,715.33

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	4	Computer	Checks For a Total of	117,715.33
Total For	4	Manual, Wire Tran, ACH & Computer Checks		117,715.33
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	117,715.33

The following vouchers as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of May 23, 2012, the board, by a _____ vote approves payments, totaling \$1,664.82. The payments are further identified in this document.

Total by Payment Type for Cash Account, ASB WARRANTS OUTSTANDING:
Warrant Numbers 400604 through 400604, totaling \$1,664.82.

Secretary _____ Board Member _____

Board Member _____ Board Member _____

Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
400604	MASTERCARD CORP. CLIENTS PAYME	05/20/2012	...5646		6224	1,100.47	1,664.82
			...5711		1434	564.35	
				1 Computer	Check(s) For a Total of		1,664.82

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	1	Computer	Checks For a Total of	1,664.82
Total For	1	Manual, Wire Tran, ACH & Computer	Checks	1,664.82
Less	0	Voided	Checks For a Total of	0.00
		Net Amount		1,664.82

The following vouchers as audited and certified by the Auditing Officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, are approved for payment. Those payments have been recorded on this listing which has been made available to the board.

As of May 23, 2012, the board, by a _____ vote approves payments, totaling \$9,859.11. The payments are further identified in this document.

Total by Payment Type for Cash Account, ASB WARRANTS OUTSTANDING:
Warrant Numbers 400577 through 400603, totaling \$9,859.11.

Secretary _____ Board Member _____

Board Member _____ Board Member _____

Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
400577	3GI SPORTS	05/31/2012	SSC003315-SC01		6220	120.23	120.23
400578	AGILE SPORTS TECHNOLOGIES	05/31/2012	57677-0713		6222	800.00	800.00
400579	BELLEVUE HIGH SCHOOL ASB	05/31/2012	INVITATIONAL		5354	120.00	120.00
400580	BRUCE WAYNE FOLMER	05/31/2012	BAND SUPPLIES		0	5.01	5.01
400581	CASCADE BAGEL & DELI, INC	05/31/2012	APRIL/24-MAY11/12	115262, 115316, 115336, 115361, 115386, 115416, 115469, 115489, 11515, 115539, 11564	5988	297.55	297.55
400582	CITY OF PUYALLUP	05/31/2012	PROM 4/12/12		5703	1,150.00	1,150.00
400583	COSTCO	05/31/2012	246813130		5990	301.22	301.22
400584	EK BEVERAGES	05/31/2012	343670		5991	458.04	458.04
400585	ENFIELD, STARLENE	05/31/2012	fcccla supplies		0	26.69	26.69
400586	FIFE HIGH SCHOOL ASB	05/31/2012	506		6239	45.00	45.00
400587	FLINN SCIENTIFIC	05/31/2012	1553693		1816	179.90	179.90
400588	HALFON CANDY COMPANY	05/31/2012	446688		5984	216.10	216.10
400589	HANDS ON CHILDRENS MUSEUM	05/31/2012	981		1432	807.46	807.46
400590	LIDS TEAMS SPORTS	05/31/2012	188314		6195	233.79	233.79
400591	METRO PARKS OF TACOMA	05/31/2012	6575		1433	1,400.00	1,400.00
400592	MID-AMERICAN SPORTS ADVANTAGE	05/31/2012	261137-00		1810	403.95	403.95
400593	OTIS SPUNKMEYER INC	05/31/2012	81324422		5985	370.20	370.20
400594	PACIFIC WELDING	05/31/2012	1059744		5986	10.12	10.12
400595	PENINSULA TROPHY	05/31/2012	17577		6176	54.42	54.42
400596	PIONEER MIDDLE SCHOOL IMPREST	05/31/2012	REIMB 3956-59		0	583.00	583.00
400597	RODOCKER, MARIAH JEAN	05/31/2012	BASKET SPPLY REIMB		0	39.58	39.58
400598	SALYER, JOANNE MARIE	05/31/2012	REFUND DISNEY		0	15.00	15.00
400599	SHELTON SCHOOL DISTRICT	05/31/2012	MEET 4/28/12		6238	80.00	80.00
400600	STEILACOOM HIGH SCHOOL ASB	05/31/2012	IMPREST REIMB 6782-3		0	950.00	950.00
400601	WILLIAM THOMAS GARROW	05/31/2012	reimb for baseball	wood and hooks for baseball dugout	0	42.38	42.38
400602	WINNING SEASON	05/31/2012	52012137		6218	240.46	1,007.48

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			M2012128		6223	767.02	
400603	WRIST-BAND.COM	05/31/2012	100146579		1813	141.99	141.99
				27 Computer	Check(s) For a Total of		9,859.11

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	27	Computer	Checks For a Total of	9,859.11
Total For	27	Manual, Wire Tran, ACH & Computer	Checks	9,859.11
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	9,859.11

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As of May 23, 2012, the board, by a _____ vote approves payments, totaling \$380,943.13. The payments are further identified in this document.

Total by Payment Type for Cash Account, GF WARRANTS OUTSTANDING:

Warrant Numbers 109437 through 109509, totaling \$380,943.13.

Secretary _____ Board Member _____

Board Member _____ Board Member _____

Board Member _____ Board Member _____

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
109437	ACADAMIA.NET	05/31/2012	SSD11-12.01	SES Tutoring Service for Saltar's Student.	91112088	120.00	1,037.00
				2011 - 2012 School Year			
			SSD11-12.02	SES Tutoring Service for Saltar's Student.	91112088	570.00	
				2011 - 2012 School Year			
			SSD11-12.03	SES Tutoring Service for Saltar's Student.	91112088	347.00	
				2011 - 2012 School Year			
109438	ALBERS & COMPANY INC	05/31/2012	756		0	2,139.07	2,139.07
109439	AUTOLUBE TIRE & AUTOMOTIVE	05/31/2012	0000001698	OPEN PO 2011-2012 FOR VEHICLE REPAIRS - GROUNDS & DISTRICT VEHICLES	101112013	103.37	103.37
109440	AWSP	05/31/2012	96719	Registration for John Nystrom to attend AWSP/WASA Summer Conference, June 24-26, 2012	2371112079	325.00	650.00
			96720	Registration for Andre Stout to attend Summer AWSP/WASA Conference	2371112080	325.00	
109441	BALL, LEERAE K	05/31/2012	mil4/19-5/7/12 reimb		0	208.08	208.08

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
109442	CAMPBELLS RESORT ON LAKE CHELA	05/31/2012	195	room for Bill	281112035	253.30	253.30
109443	CAREER STAFF UNLMTD- SEATTLE	05/31/2012	28427131264	Open PO for SLP	91112107	2,117.50	2,117.50
109444	CENTURYLINK	05/31/2012	300493944		0	274.92	274.92
109445	CENTURYLINK QCC	05/31/2012	1212239033		0	228.24	1,777.99
			253d08107307312122		0	1,549.75	
109446	COLLEGE OF MEDICAL TRAINING	05/31/2012	313833	CPR- FIRST AID TRAINING	81112078	390.00	390.00
109447	CONSOLIDATED ELECTRICAL DIST	05/31/2012	8541-719964	OPEN PURCHASE 2011-2012 FOR ELECTRICAL SUPPLIES	101112036	292.43	493.36
			8541-721875	OPEN PURCHASE 2011-2012 FOR ELECTRICAL SUPPLIES	101112036	200.93	
109448	CULLIGAN	05/31/2012	10540/10181		0	21.14	88.40
			201205380587	OPEN PO 2011-2012 FOR WATER	101112012	28.84	
			201205400885		0	38.42	
109449	DAVID VICKIE	05/31/2012	supply reimb	volunteer appreciation	0	83.69	83.69
109450	DELL COMPUTER CORPORATION	05/31/2012	xfrcpt279	DELL K-12 ORDER	81112089	11,103.88	11,103.88
109451	DEMCO INC	05/31/2012	4593407	Req. 1629 - Ridge- Steel Book Supports/Clip on Shelf Label Holder	1461112054	112.25	112.25
109452	DIONNE & RORICK	05/31/2012	100279		0	929.00	929.00
109453	EDGEWAVE	05/31/2012	126934		0	1,435.50	1,435.50
109454	EDNETICS INC	05/31/2012	53512	Wireless Survey including all documents, descriptions & recommendations. High School, Chloe Clark, Saltar's Point, Cherrydale	111112011	4,675.14	4,675.14
109455	ENVIRONMENTAL CHEMICAL ENT INC	05/31/2012	e234b	ROOF PATCH & LEAK SEALANT	101112121	484.96	484.96
109456	ESD 112	05/31/2012	0000101800		0	1,375.00	2,062.50
			0000102395		0	687.50	
109457	ESD 113	05/31/2012	0000018352		0	17,340.93	17,340.93
109458	FOLLETT LIBRARY RESOURCES	05/31/2012	595235-5	Follett Library Services - 95 books as per quote ID 6913328	2371112084	1,440.67	1,471.69
			595235f-4	Follett Library Services - 95 books as per	2371112084	31.02	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				quote ID 6913328			
109459	FRANKLIN PIERCE SD	05/31/2012	8880004580		0	34,713.00	34,713.00
109460	FREY SCIENTIFIC	05/31/2012	20200876186	Frey Scientific - frogs for dissection	2371112086	373.95	373.95
109461	GARY L YOHO	05/31/2012	online courses		0	294.00	294.00
109462	GENERAL ELECTRIC CAPITAL CORP	05/31/2012	57197692	DISTRICT COPIER LEASE- G.E. CORP	81112048	695.78	2,541.84
			57204563	DISTRICT COPIER LEASE- G.E. CORP	81112048	747.20	
			57217550		0	563.89	
			57218309	DISTRICT COPIER LEASE- G.E. CORP	81112048	534.97	
109463	GRAINGER	05/31/2012	9816861570	OPEN PO 2011-2012 FOR SUPPLIES	101112016	454.81	776.71
			9821472488	OPEN PO 2011-2012 FOR SUPPLIES	101112016	215.76	
			9822208956	OPEN PO 2011-2012 FOR SUPPLIES	101112016	22.62	
			9822208964	OPEN PO 2011-2012 FOR SUPPLIES	101112016	16.71	
			9822832029	OPEN PO 2011-2012 FOR SUPPLIES	101112016	66.81	
109464	H & B FUEL-TOPSOIL	05/31/2012	49234	OPEN PO 2011-2012 FOR SUPPLIES	101112019	246.15	246.15
109465	HANDS ON CHILDRENS MUSEUM	05/31/2012	983	Field Trip to HOCM (Olympia) -- Heying	1621112077	193.00	193.00
109466	HAROLD LEMAY ENTERPRISES	05/31/2012	2652513		0	1,225.36	1,225.36
109467	HP - ORDER ENTRY	05/31/2012	51182010	HEWLETT PACKARD COMPUTERS FOR CTE	81112081	4,227.28	67,649.32
			51191904	HEWLETT PACKARD COMPUTERS FOR CTE	81112081	63,295.14	
			51214425	HP COMPUTER ORDER FOR DISTRICT	81112088	126.90	
109468	INGRAM LIBRARY SERVICES	05/31/2012	04671135	BOOKS FOR SPECIAL ED CLASS/DAVID INGLIS SAM. TERI LITT WILL ORDER ONLINE TO RECEIVE A 35% DISCOUNT ONCE THE PO IS PROCESSED.	4311112087	135.88	135.88
109469	ISLAND PROPANE INC	05/31/2012	11442		0	409.08	409.08
109470	J W PEPPER	05/31/2012	14471360	OPEN PO FOR SHEET MUSIC	4311112050	77.67	6.49
			14471549	Open Purchase Order to Purchase Music for band	2371112082	-71.18	
109471	JOHNSON, TAMI SUE	05/31/2012	REIMB MILITARY SUPPL		0	232.33	232.33

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
109472	JOHNSTONE SUPPLY	05/31/2012	11-s100032825.001	OPEN PO 2011-2012 FOR SUPPLIES	101112023	749.38	749.38
109473	JOSTENS	05/31/2012	ST051512	HONOR MEDALLIONS FOR GRADUATION	4311112090	269.56	269.56
109474	JW PEPPER	05/31/2012	14471554	Band Sheet Music	2371112050	54.75	54.75
109475	K & L GATES	05/31/2012	2564750		0	10,103.93	10,103.93
109476	K12 WASHINGTON LLC WAVA	05/31/2012	April payment 2012		0	153,930.00	153,930.00
109477	KING COUNTY DIRECTORS ASSN	05/31/2012	3575039	S.P. KCDA supply order	1271112050	5.69	207.63
			3576341	KCDA ORDER FOR THE NURSE'S OFFICE	4311112091	198.35	
			3577305	KCDA Science Kit Order (Lowe-Foyil)	181112037	3.59	
109478	KONE, INC	05/31/2012	220888615	2011-2012 ANNUAL ELEVATOR MAINTENANCE CONTRACT FOR SHS & PMS-D	101112053	439.74	439.74
109479	LABORATORIES, COASTWIDE	05/31/2012	T2416661	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	396.50	4,629.30
			T2416661-1	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	29.33	
			t2416883-1	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	27.63	
			t2423018	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	96.55	
			T2426020	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	1,376.22	
			T2426026	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	1,058.39	
			T2426026-1	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	55.51	
			T2426300	OPEN PURCHASE 2011-2012 FOR	101112047	38.98	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
				CUSTODIAL SUPPLIES			
			T2426460	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	116.66	
			T2426460-1	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	34.82	
			t2426564	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	267.71	
			T2428024	OPEN PURCHASE 2011-2012 FOR CUSTODIAL SUPPLIES	101112047	1,131.00	
109480	LAKEWOOD HARDWARE & PAINT	05/31/2012	287598	OPEN PO 2011-2012 FOR SUPPLIES	101112021	218.59	793.70
			288651	OPEN PO 2011-2012 FOR SUPPLIES	101112021	218.59	
			288687	OPEN PO 2011-2012 FOR SUPPLIES	101112021	218.59	
			307938	OPEN PO 2011-2012 FOR SUPPLIES	101112021	7.67	
			308545	OPEN PO 2011-2012 FOR SUPPLIES	101112021	65.63	
			309186	OPEN PO 2011-2012 FOR SUPPLIES	101112021	64.63	
109481	LEARN WITHOUT LIMITS, LCC	05/31/2012	2644	Moby Math Teacher License	1271112052	59.00	59.00
109482	LEMAY MOBILE SHREDDING	05/31/2012	814396		0	32.00	214.00
			814400		0	27.00	
			814401		0	27.00	
			814409		0	64.00	
			814410		0	64.00	
109483	MARK'S PLUMBING PARTS	05/31/2012	1117467	OPEN PURCHASE ORDER FOR 2011-2012 FOR PLUMBING SUPPLIES	101112077	271.80	271.80
109484	MCCLELLAN, KELLY JEANNE	05/31/2012	science supplies		0	42.25	42.25
109485	MOUNTAIN ALARM	05/31/2012	687762	OPEN PO 2011-2012 FOR SECURITY & FIRE MONITORING	101112026	1,401.00	1,401.00
109486	NW TEXTBOOK DEPOSITORY	05/31/2012	114166436	NW TEXTBOOK DEPOSITORY SCIENCE CURRICULUM ADOPTION	181112072	919.96	919.96

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
109487	OFFICE DEPOT	05/31/2012	607917465001		0	48.92	48.92
109488	OFFICE WORLD	05/31/2012	1184803	REPLACEMENT PERSONNEL FILES	81112090	149.34	149.34
109489	OFFICEFURNITURE.COM	05/31/2012	GL760689-TDQ	DESK FOR ERIN	81112092	1,459.00	1,459.00
109490	PACIFICAD	05/31/2012	0024331-IN	PACIFICAD ORDER FOR CTE	81112093	2,557.62	2,557.62
109491	PIERCE COUNTY REFUSE	05/31/2012	2624334		0	11.06	11.06
109492	PLAYS DRAMA MAG	05/31/2012	3246	Subscription to Plays Magazine for Drama classes	2371112087	49.00	49.00
109493	RED LION- KELSO	05/31/2012	118924	Red Lion Hotel room for Kathy Lech to attend WAEOP Conference in Kelso, Washington	2371112077	420.24	420.24
109494	SCHOOL SPECIALTY	05/31/2012	208108110954	Supplies for Preschool	91112117	22.54	84.00
			208108110960	BOSTITCH QUIET SHARP GLOW SHARPENER	4311112088	61.46	
109495	SILVERDALE BEACH HOTEL	05/31/2012	227330	HOTEL ACCOMODATIONS- KATHI WEIGHT	181112049	218.98	218.98
109496	SOLIANI HEALTH	05/31/2012	5060094	Psychologist (2) and Speech Pathologist (1)	91112056	1,687.50	13,031.26
			5060095	Psychologist (2) and Speech Pathologist (1)	91112056	1,687.50	
			5070754	Psychologist (2) and Speech Pathologist (1)	91112056	2,578.13	
			5070792	Psychologist (2) and Speech Pathologist (1)	91112056	562.50	
			5070793	Psychologist (2) and Speech Pathologist (1)	91112056	562.50	
			5083585	Psychologist (2) and Speech Pathologist (1)	91112056	1,687.50	
			5083586	Psychologist (2) and Speech Pathologist (1)	91112056	1,687.50	
			5083588	Psychologist (2) and Speech Pathologist (1)	91112056	2,578.13	
109497	SOLUTION TREE	05/31/2012	700301	HIGH SCHOOL STAFF REGISTRATION FOR	81112086	609.00	6,090.00

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
			700302	SOLUTION TREE HIGH SCHOOL STAFF REGISTRATION FOR SOLUTION TREE	81112086	609.00	
			700303	HIGH SCHOOL STAFF REGISTRATION FOR SOLUTION TREE	81112086	609.00	
			700304	HIGH SCHOOL STAFF REGISTRATION FOR SOLUTION TREE	81112086	4,263.00	
109498	SORTORE, PATRICIA R	05/31/2012	science supplies		0	27.16	27.16
109499	SOUTH SOUND DISPATCH	05/31/2012	0576-002	Taxi Service for McKinney Vento Student. To and from school, for remainder of 2011/2012 school year.	91112096	668.70	668.70
109500	SUNBELT STAFFING	05/31/2012	5050435	Speech Patholgist (1)	91112057	2,205.00	8,648.75
			5069263	Speech Patholgist (1)	91112057	2,006.25	
			5072300	Speech Patholgist (1)	91112057	1,925.00	
			5081847	Speech Patholgist (1)	91112057	2,512.50	
109501	SYLAN OF LAKEWOOD	05/31/2012	2845	SES Tutoring Service for Saltar's students. Sylvan of Lakewood	91112089	1,680.00	3,081.00
			2847	SES Tutoring Service for Saltar's students. Sylvan of Lakewood	91112089	1,401.00	
109502	TACOMA SCREW PRODUCTS	05/31/2012	10293794	OPEN PURCHASE 2011-2012 FOR SUPPLIES	101112037	30.92	30.92
109503	TED BROWN MUSIC CO	05/31/2012	487239	Open Purchase Order for Band Instrument Repair	2371112051	99.01	5,238.57
			531189	OPEN PO FOR SUPPLIES AND REPAIRS	4311112048	67.77	
			534250	Michrophone adn Sound Package	281112032	5,056.47	
			542141	OPEN PO FOR SUPPLIES AND REPAIRS	4311112048	15.32	

Check Nbr	Vendor Name	Check Date	Invoice Number	Invoice Desc	PO Number	Invoice Amount	Check Amount
109504	TERI YOSHIKAWA	05/31/2012	134	Open PO for Teri Yoshikawa, Physical Therapist 2011-2012 school year.	91112076	3,182.50	3,182.50
109505	THE NEWS TRIBUNE	05/31/2012	101307932/782440aim	NEWS TRIBUNE-SURPLUS AD	81112085	104.89	104.89
109506	TRANE PARTS	05/31/2012	3462380	NFPA 70E SAFETY COURSE REGISTRATION FOR BRUCE PARKER, SCOTT DUNCAN & CLEMENT FOSTER, MAY 10, 2012	101112119	337.50	337.50
109507	WA-FACSE	05/31/2012	995891-37089316	SHS WA-FACSE REGISTRATION FOR FALL CONFERENCE X 4, WA-ACT DUES X 3, PAY VIA PO X 3	141112015	1,130.00	1,130.00
109508	WELLS FARGO FINAN LEASING INC	05/31/2012	6765726123		0	269.71	1,753.22
			6765726128		0	715.50	
			6765727736		0	768.01	
109509	ZUMAR INDUSTRIES INC	05/31/2012	0155151	SIGNS FOR STEILACOOM HIGH SCHOOL, PIONEER MS & ANDERSON ISLAND ELEMENTARY	101112116	267.41	504.86
			0155200	OPEN PURCHASE ORDER FOR 2011-2012 FOR SIGNS	101112052	237.45	
				73 Computer	Check(s) For a Total of		380,943.13

	0	Manual	Checks For a Total of	0.00
	0	Wire Transfer	Checks For a Total of	0.00
	0	ACH	Checks For a Total of	0.00
	73	Computer	Checks For a Total of	380,943.13
Total For	73	Manual, Wire Tran, ACH & Computer	Checks	380,943.13
Less	0	Voided	Checks For a Total of	0.00
			Net Amount	380,943.13

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: May 23, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: x **ACTION** Approval of Resolution #774-05-23-12, Vehicle Surplus
INFORMATION _____

BACKGROUND INFORMATION:

Request to surplus of 1995 Pontiac Grand AM, (license, vin # and mileage are listed in resolution).

This vehicle is beyond reasonable repair.

FISCAL IMPLICATIONS:

Future purchase of replacement vehicle.

RECOMMENDED DECISION:

It is the recommendation of the Superintendent that the Pontiac Grand Am be surplus.

Report prepared by:

Superintendent Bill Fritz and Executive Director of Finance & Operations LeeRae Ball

**Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, WA 98388**

Resolution No. 774-05-23-12

SURPLUS OF VEHICLE

WHEREAS, the Board of Directors of Steilacoom Historical School District No. 1 has determined that the following equipment will be surplusd following the RCW guidelines:

1995 Pontiac Grand AM, license #77839C, VIN #1G2NE55M3SM612676 with approximate mileage of 85,051. The vehicle is beyond reasonable repair.

THEREFORE, BE IT RESOLVED that the Board of Directors of the Steilacoom Historical School District No. 1 hereby authorizes the Superintendent and/or designee to move forward with the surplus rules for this vehicle.

ADOPTED THIS 23RD DAY OF MAY, 2012.

Chair

Vice Chair

ATTEST: _____
Superintendent/Board Secretary

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1
CLASSIFIED PERSONNEL REPORT
May 23, 2012

NEW HIRES

NAME	POSITION	BUILDING	SALARY	Timeline
McAVOY, Robert	Assistant Coach (Baseball)	PIO	\$11.90 Hr	4/9/12-6/8/12

RESIGNATIONS

NAME	POSITION	BUILDING	EFFECTIVE DATE
CAREY, Rebecca	SPED Para-SLC	CC	5/31/2012
HOLLAND-GILBERT, Karen	WAVA Clerk	DO	6/15/2012
MOREY, Chasity	Preschool Para	CC	6/14/ 2012

Initiated by: Pat Jackson-Holley

HR DIRECTOR: _____

FINANCE DIRECTOR: _____

SUPERINTENDENT: _____

BOARD APPROVAL DATE: 5/23/2012

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1
 CERTIFICATED PERSONNEL REPORT
 May 23, 2012

RESIGNATIONS

NAME	POSITION	BLDG	EFFECTIVE DATE
GARROW, William	Head Coach (Baseball)	SHS	5/16/2012

NEW HIRES/RE-HIRES

NAME	POSITION	BUILDING	FTE/ Effective Date
NOBLES, Anneliese	Counselor	SHS	1.0 – Effective 8/27/2012
ZIMMERMAN, Christina	SPED Teacher	SHS	1.0 – Effective 8/27/2012

CERTIFICATED STIPENDS

NAME	POSITION	BLDG	STIPEND AMOUNT	TIMELINE/DATES
BEAULIEU, Derek	Assistant Track Coach	PIO	\$2,618.00	4/30/12-6/5/12
BEAULIEU, Derek	Chess Club Advisor	PIO	\$693.38 Correction	2/16/12-4/19/12
BECKER, Cynthia	Extra Duties (School Nurse)	SP	\$928.80	9/1/11-6/18/12
CUNNINGHAM, Abigail	MSP Coordinator	CC	\$200.00	4/1/12-5/10/12
GIDLEY, Amanda	Breakfast Club (Cooking Classes)	PIO	\$400.00	1/3/12-3/2/12
HUNTER, Jane	Breakfast Club Coordinator	PIO	\$100.00	1/3/12-6/10/12
PARROTTE, Colette	Assessment Coordinator	SP	\$500.00	5/1/12-5/25/12
RASCHKE, Ragan	Breakfast Club (Aerobics)	PIO	\$400.00	1/3/12-3/2/12

Initiated by: Pat Jackson-Holley

HR DIRECTOR: _____

FINANCE DIRECTOR: _____

SUPERINTENDENT: _____

BOARD APPROVAL DATE: 5/23/2012

Steilacoom Historical School District Board of Directors

REGULAR BOARD MEETING

Date: May 23, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: X _____ **ACTION** 2012 - 2013 Certificated Staff Contracts
_____ **INFORMATION**

BACKGROUND INFORMATION:

The Certificated Personnel Action report includes a list of certificated staff by name and FTE for recommendation for 2012-13 school year contracts. Salaries will be assigned in accordance with the Steilacoom Education Association collective bargaining agreement and state law.

Additional certificated personnel actions include the resignation of a certificated coach, issuance of certificated stipends and new hire of high school counselor and special education teacher (12-13 school year).

RECOMMENDED DECISION:

It is the recommendation of the Superintendent that the Board adopt the attached Certificated Personnel Action as presented.

Report prepared by: Kathi Weight, Executive Director for Student Achievement/Human Resources

	A	B
1	CERTIFICATED STAFF	FTE 2012-13
2	ALBERT ROYCE F	1.00
3	ANDERSON NANCY J	1.00
4	ANDERSON-GONZALEZ BARBIE L	0.70
5	BADER TERRY A	1.00
6	BAKER NANCY J	0.50
7	BARTLETT TYLER JASON	1.00
8	BARTON KRISTEN JEANNETTE	1.00
9	BEAULIEU DEREK M	1.00
10	BECK CHRISTI C	1.00
11	BECKER CYNTHIA	0.60
12	BERENTSON, LISA	1.00
13	BETHMAN KURT VON	1.00
14	BETTINGER JANET ROSE	1.00
15	BLACK ROBERTA J	1.00
16	BOAGLIO RENEE SUZANNE	1.00
17	BRADSHAW BRETT EDWARD	1.00
18	BROWN AIMEE NALEE	1.00
19	BROWN KRISTI MARIE	1.00
20	BYRD MEGAN MARIE	1.00
21	CAMPBELL JOHN ELLIOTT	1.00
22	CAMPBELL SARAH	1.00
23	CARROLL PAIGE	1.00
24	CHITTWOOD SALLY ANN	1.00
25	CHRISTENSEN LEANN L	1.00
26	CLAYTON NANCY A	1.00
27	COLQUHOUN MARGARET M	1.00
28	CROFT RACHEL YOUNG	1.00
29	CUNNINGHAM ABBY ROSE	1.00
30	CUSHMAN HELEN LOUISE	1.00
31	DEAN HEATHER NOEL	1.00
32	DILL MICAH	1.00
33	DODD HEATHER	1.00
34	EASTMAN KATHLEEN A	1.00
35	ENGQUIST SHEREE KAY	1.00
36	EVANS BETTINA B	1.00
37	FANNIN COLEMAN F	1.00
38	FIRTH CHRISTINE MARIE	1.00
39	FOIT KELLY K	0.50
40	FOLMER BRUCE WAYNE	1.00
41	FORD JEREMIAH	1.00
42	FORSBERG ERIC R	1.00
43	FOYIL SAMANTHA JEAN	1.00

	A	B
44	GALLIGAN PAUL A	1.00
45	GALLOWAY CAROL ANN	1.00
46	GARRETT ERIC J	1.00
47	GARROW WILLIAM	1.00
48	GATES AMANDA MARCELLA	1.00
49	GIDLEY AMANDA JOANN	1.00
50	GILLIAM JASON M	1.00
51	GONGLEWSKI CAROLE ANN	1.00
52	GREER SUSAN	1.00
53	GUYLES MELISSA A	1.00
54	HARPER KRISTINE L	0.50
55	HARRIS CHARM GENETTE	1.00
56	HAYDEN CHRISTINA MARIE	1.00
57	HAYES BRUCE DELEKLI	1.00
58	HAYMOND SARAH LYNN	1.00
59	HEBERT VIRGINIA A	1.00
60	HENNESSEY JENNIFER	1.00
61	HEYING TARA	1.00
62	HEYING WENDY S	1.00
63	HILDERBRAND MARK	1.00
64	HODGE JODI	1.00
65	HOEDEMAN MICHELLE RENE	1.00
66	HOWE BARBARA ANN	1.00
67	HUMPHREY BRITTANY	1.00
68	HUNTER JANE JENNIFER	1.00
69	JEFFREYS TERESA K	1.00
70	JENSEN CARMEN M	1.00
71	JOHANSEN KATHERYN ANN	1.00
72	JOHNSON NANNETTE	1.00
73	JOHNSON PETER	1.00
74	KALLAY ZELMA RAY	1.00
75	KELLER AIRICA C	1.00
76	KILGA WENDI RENEE	1.00
77	KIRBY BIANCA I	1.00
78	KIRBY BRIAN TODD	1.00
79	KISSEL KARI ANN	1.00
80	KOCH BRIAN K	1.00
81	KOZYRA SYLVIA KATARZYNA	1.00
82	KRUSPE CATRINA M	1.00
83	LAPLANT KYLIE	1.00
84	LEA-BALKO CYNTHIA	1.00
85	LECOMPTE KAREN E	1.00
86	LEE SANDY MARIE	1.00

	A	B
87	LEVCOVICH NANCY GRANT	1.00
88	LITT TERESA ANN	1.00
89	LOWE LAURA G	1.00
90	LYNCH HELEN ANN	1.00
91	LYONS JILL R	1.00
92	MADSEN K C	1.00
93	MARQUIS KATIE	0.30
94	MARTIN MICHAEL SEAN	1.00
95	MAUS CASEY ANNE	1.00
96	MCCLELLAN KELLY JEANNE	1.00
97	MCDONALD AARON J	1.00
98	MCDONALD JODY	0.50
99	MCGLOTHERN HOLLIS MIDORI	1.00
100	MCKAY MARCI	1.00
101	MERRITT LINDA NAOMI	1.00
102	MILLER CRAIG A	1.00
103	MILLER ERIC N	1.00
104	MILTON ANDREW K	1.00
105	MITCHELL WALTER S	1.00
106	MIZE ROBERT	1.00
107	MORIYAMA-YODER JOY S	1.00
108	MORRIS DONALD	1.00
109	MUNSEY SHAWN	1.00
110	NEVERS ELIZABETH	1.00
111	NIERMAN TISHANGELA ARTELL	1.00
112	NIXON JULIE MARIE	1.00
113	NOBLES ANNELIESE	1.00
114	NORRIS LAURIE ANNE	1.00
115	OLSON LANAE DIANN	1.00
116	PAGE LILLIAN MCDONALD	1.00
117	PALACIOS LINDA	1.00
118	PARR KAREN LOUISE	1.00
119	PARROTTE COLETTE R	1.00
120	PATTERSON JOSEPHINE	1.00
121	PERRY ANNETTE C	1.00
122	RASCHKE RAGAN LEIGH	0.80
123	REAVES JAMES MARIO	1.00
124	REYNOLDS TAYLOR ARTHUR	1.00
125	RICE RUSSELL AVERY	1.00
126	RIDGE CHRISTINE M	1.00
127	RIPP KAREN MARIE	1.00
128	RISE JASON LARS	1.00
129	RONTOS TANYA LYNNE	1.00

	A	B
130	ROSS DANITA RAE	1.00
131	SABADO ANDREA M	1.00
132	SALGADO MICHELLE ANNE	1.00
133	SCHMIDT KEVIN R	1.00
134	SCHULTZ-BRACE KERI LYNN	1.00
135	SHAFFER DEBBEE R	1.00
136	SHOPE JACLYN	0.50
137	SHUCKHART MAUREEN	1.00
138	SLATER LISA MARIE	1.00
139	SLATER MICHAEL W	1.00
140	SLATER RYAN ANTHONY	1.00
141	SNOW DENA	1.00
142	SNYDER JODY CHRISTINE	1.00
143	SORTORE PATRICIA R	1.00
144	SRNSEN DANIELLE	1.00
145	STALDER H LOUANN	1.00
146	STEWART JANICE K	1.00
147	STEWART CATHRYN MICHELLE	1.00
148	STIPEK MICHAEL ROBERT	1.00
149	TAFT REBECCA J	1.00
150	TAGGART-ROSS LINDA	1.00
151	TAYLOR COURTNEY ANNE	1.00
152	TCHOBANOFF HANNAH C	1.00
153	THOMAS ALISON	1.00
154	URIARTE LAVONNE R	1.00
155	VANBEBBER-ASHTON LAUREN TAM	1.00
156	WHEATON NICOLE	1.00
157	WHEATON, RYAN	1.00
158	WHEELER RICHARD	1.00
159	WOOD JEFFREY STEPHEN	1.00
160	WOOD SHANNON MARIE	1.00
161	WUSTERBARTH GARY A	1.00
162	WYATT CASEY	1.00
163	WYNN MARILYN LAVERNE	1.00
164	YUCKERT HEATHER R	1.00
165	ZANCANELLA CASSANDRA	1.00
166	ZERMER DENISE	0.60
167	ZIMMERMAN CHRISTINA	1.00
168		
169		
170		
171		

**THIS FORM MUST BE COMPLETED AND APPROVED TWO WEEKS
PRIOR TO THE EVENT**

School Steilacoom HS Destination University of Puget Sound, Tacoma, WA
Applicant Sartore Depart Date 6/20 Time: 9am
Date of Application 4/17/2012 Return Date 6/23 Time: 11am

PURPOSE OF TRIP: (Learning Objective) cheer camp
Itinerary:

Person in Charge Sartore Type of Event (parade, contest, etc.)
Number of Teacher chaperones 1 Camp
Number of Chaperones 1
Number of Participating Students see list Groups participating (orchestra, debate team, etc.)
cheer

TRANSPORTATION: Type Parents dropping off Cost \$ 0
(School bus, chartered bus, ferry, etc.)

HOUSING Type Included - dorm Cost \$
(Motel, hotel, dorm, private home, etc.)

FOOD: Group Meals included - 3/Day Cost \$
(Number)

OTHER COSTS: \$ 316/Girl
(Sightseeing, entrance fee, extra insurance coverage, etc.)

Total Trip Cost: \$ 3792

SOURCE OF FUNDS:

Building Budget	Account # _____	Cost \$ _____
Student Body	Account # _____	Cost \$ <u>3792</u>
Individual Students	_____	Cost \$ _____
Other	_____	Cost \$ _____

Signature of Person in Charge Rato Sartore

SCHOOL BUS NEEDED? Complete school bus transportation form and submit along with this form.

TEACHER: Keep a copy of this form. Submit to Mrs. Schiller who will forward to appropriate administrator 20 days prior to the activity.

Administrator's Signature of Approval: James M. Torin Date: 5/18/12
Return this signed form to Mrs. Schiller Immediately

UPS Camp

2012-2013 Steilacoom Cheerleading Roster

Varsity Gold

Madeline Danielson

Chloe Huffman

Kyra Delgado

Destini Ruff

Casey Newhouse

Emily Anderson

Tessa Ayles

Sam Foust

Amy Verbounus

Valerie McReynolds

Alexis Barbee

Susan Hur

Lexy Mitchell

Varsity Red

Andrea Enfield

Miranda Osadchey

Tori Powers

Grace Nguyen

Cheyenne VanGrimbergen

Jessica Crumpton

Francesca Dasaro

Kyra Combs

Jaimy Waterhouse

Savannah Bowdish

Madison Dagan

Keresha Richards

PAYROLL HEADER PAGE

Steilacoom Historical School District No. 1

GENERAL FUND

FOR THE MONTH May, 2012

WE, THE UNDERSIGNED BOARD OF DIRECTORS OF THE STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1, PIERCE COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT SERVICES HAVE BEEN RECEIVED AND PERFORMED AND HAVE BEEN APPROVED FOR PAYMENT IN THE AMOUNT OF \$1,911,506.27.

PAYROLL

Gross Pay	\$ 1,418,905.71
Benefits	\$ 492,480.00
Total Payroll Adjustment	\$ 120.56

PAYROLL TOTAL \$ 1,911,506.27

DATED: May 23, 2012

Secretary to the Board

Board Chairperson

Board Member

Board Member

Board Member

Board Member

Pay Summary For Payroll Run Number MTHLY/MONTHLY PAYROLL
Check Date 05/31/2012

CODE	DESCRIPTION	CODE	COUNT	ADDED	SUBTRACTED	NET AMT
C013	BASIC	212		883,931.00	0.00	883,931.00
C013a	BASIC	4		7,510.18	0.00	7,510.18
C023	PRINCIPAL	8		61,517.01	0.00	61,517.01
C033	STIPEND	8		467.50	0.00	467.50
C035	STIPEND	1		50.00	0.00	50.00
C043	TRI	212		88,345.13	0.00	88,345.13
C043a	TRI	4		751.01	0.00	751.01
C063	ADMINISTRATOR	4		36,282.03	0.00	36,282.03
C073	EXEMPT	9		39,254.89	0.00	39,254.89
C083a	SPEC ED ASST	1		217.18	0.00	217.18
C173	CTE	1		145.73	0.00	145.73
C175	ART CLUB CTE	1		135.00	0.00	135.00
C185	BUILDERS CLUB	1		136.84	0.00	136.84
C195	KEY CLUB	2		424.15	0.00	424.15
C225a	TENNIS 2	1		753.15	0.00	753.15
C245	BASEBALL	2		1,838.25	0.00	1,838.25
C275	VOLLEYBALL	2		1,867.67	0.00	1,867.67
C295	TRACK	4		4,210.52	0.00	4,210.52
C315	BASKETBALL	1		325.85	0.00	325.85
C335	YEARBOOK	2		307.26	0.00	307.26
C343	CLUB ADVISOR	1		70.00	0.00	70.00
C345	CLUB ADVISOR	8		783.10	0.00	783.10
C345a	CLUB ADVISOR	1		0.00	-147.27	-147.27
C345b	CLUB ADVISOR	1		155.85	0.00	155.85
C365	CLASS ADVISOR	5		490.90	0.00	490.90
C385	ASB ADVISOR	1		218.18	0.00	218.18
C395	DEPARTMENT HEAD	6		632.58	0.00	632.58
C405	BAND	2		260.36	0.00	260.36
C405a	BAND	1		240.65	0.00	240.65
C415	JAZZ	1		279.78	0.00	279.78
C415a	JAZZ	1		313.69	0.00	313.69
C435	LEADERSHIP	1		233.33	0.00	233.33
C455	TRAINER	2		359.03	0.00	359.03

C475	DATA TEAM LDR	18	1,224.30	0.00	1,224.30
C495	LEAD TEACHER	6	2,484.86	0.00	2,484.86
C505	PRO CERT MENTOR	1	416.67	0.00	416.67
C545	GRAD COORDINATOR	1	63.64	0.00	63.64
C565	DECA ADVISOR	1	318.18	0.00	318.18
C575	DRAMA	1	157.09	0.00	157.09
C615	CHOIR	1	216.00	0.00	216.00
C615a	CHOIR	1	120.80	0.00	120.80
C635	MASTER TEACHER	3	1,365.16	0.00	1,365.16
C685	CLASS/LAB SETUP	14	2,797.23	0.00	2,797.23
C685a	CLASS SET UP	1	125.77	0.00	125.77
C695	MONDAY WRTR	1	72.73	0.00	72.73
C705	EXTRA DUTIES	2	422.77	0.00	422.77
C734	LEAD GROUNDS	1	3,905.20	0.00	3,905.20
C743	FAC OP MANAGER	1	3,417.05	0.00	3,417.05
C754	LEAD CUSTODIAN	5	15,856.52	0.00	15,856.52
C764	CUSTODIAN	12	31,717.50	0.00	31,717.50
C764a	CUSTODIAN/ATTEN	1	1,415.66	0.00	1,415.66
C774	GROUNDS	2	5,643.74	0.00	5,643.74
C784	MAINT TECH I	1	4,035.20	0.00	4,035.20
C793	TEACHER ASST	18	18,011.11	0.00	18,011.11
C803	SPEC ED ASST	26	30,074.69	0.00	30,074.69
C803a	SPEC ED ASST	1	931.77	0.00	931.77
C814	MAINT TECH II	1	4,725.07	0.00	4,725.07
C823	IT TECH I	1	3,208.40	0.00	3,208.40
C833	TITLE I/LAP	5	4,504.49	0.00	4,504.49
C853	LIBRARY TECH	5	6,796.79	0.00	6,796.79
C863	SECRETARY	18	29,389.23	0.00	29,389.23
C863a	SECRETARY	4	4,057.75	0.00	4,057.75
C863b	SECRETARY	1	102.41	0.00	102.41
C873	SUPERVISION	29	11,032.34	0.00	11,032.34
C883	ACCT CLERK	2	6,148.56	0.00	6,148.56
C893	BILINGUAL ASST	4	1,310.82	0.00	1,310.82
C903	SUB CALLER	2	735.81	0.00	735.81
C913	COMPUTER TECH	1	2,686.67	0.00	2,686.67

Payroll Run Number MTHLY/MONTHLY PAYROLL
Pay Summary For

Check Date 05/31/2012

SC923 SP/LA ASST	2	2,484.89	0.00	2,484.89
C9333 HEALTH ASST	6	3,559.71	0.00	3,559.71
C933A HEALTH ADDITION	1	132.97	0.00	132.97
C943 PAYROLL CLERK	1	2,065.43	0.00	2,065.43
C973 REGISTRAR	1	3,905.20	0.00	3,905.20
C984 CAMPUS SUPERVIS	2	4,315.29	0.00	4,315.29
C9L4 CUSTODIAN 2	1	276.19	0.00	276.19
CWM5 WEBMASTER	3	252.78	0.00	252.78
E465 EXTENDED DAY	3	1,250.00	0.00	1,250.00
LWOP3 Leave w/o Pay	6	0.00	-1,699.39	-1,699.39
LWP3a Leave w/o Pay	2	0.00	-260.56	-260.56
PSICS Pd Sick Lv	1	185.56	0.00	185.56
T093 ADDT'L DAYS	2	919.59	0.00	919.59
T244 BASEBALL	1	987.70	0.00	987.70
T254 FASTPITCH	1	1,324.80	0.00	1,324.80
T294 TRACK	1	2,054.37	0.00	2,054.37
T383 ASB ADVISOR	1	54.24	0.00	54.24
T643 STUDENT REC CO	1	63.28	0.00	63.28
TCC5X CLASS CVG	9	495.00	0.00	495.00
TEX3 EXTRA HOURS	23	3,821.96	-796.60	3,025.36
TGP3 GAME PAY	3	330.00	0.00	330.00
TMB3 MUTUAL BENEFIT	3	219.87	0.00	219.87
TO153 OVERTIME 1.5	2	190.56	0.00	190.56
TO154 OVERTIME 1.5	1	170.94	0.00	170.94
TO254 OVERTIME 2.5	7	1,679.20	0.00	1,679.20
TOB5X BLENDED OT	5	184.78	0.00	184.78
TRE3X RETRO	1	137.96	0.00	137.96
TSP3 SUB CLASSIFIED	19	6,655.85	0.00	6,655.85
TSP4 SUB CLASSIFIED	2	2,143.54	0.00	2,143.54
TST3 SUB TEACHER	51	49,206.56	0.00	49,206.56
TRP3 TRAINING PAY	8	455.93	0.00	455.93
TRP4 TRAINING PAY	1	143.22	0.00	143.22
TWM3 WEBMASTER	4	142.38	0.00	142.38

Total Pay Codes 101 878 1,421,809.53 -2,903.82 1,418,905.71

***** End of report *****

Benefit Summary For Payroll Run Number MTHLY/MONTHLY PAYROLL

Check Date 05/31/2012

CODE	DESCRIPTION	CODE	COUNT	ADDED	SUBTRACTED	NET AMT	BASE AMT
1FIC	FICA	403		85,274.93	0.00	85,274.93	1,375,400.75
1Med	Medicare	403		19,943.30	0.00	19,943.30	1,375,400.75
1ReE0	SERS Plan 0	27		0.00	0.00	0.00	0.00
1ReE2	SERS Plan 2	48		8,391.50	0.00	8,391.50	110,674.86
1ReE3	SERS Plan 3	60		10,502.72	0.00	10,502.72	138,482.39
1Rep1	PERS Plan 1	4		642.73	0.00	642.73	8,918.61
1ReT0	TRS Plan 0	52		0.00	0.00	0.00	0.00
1ReT1	TRS Plan 1	10		4,615.65	0.00	4,615.65	57,408.69
1ReT2	TRS Plan 2	53		19,149.53	0.00	19,149.53	237,989.18
1ReT3	TRS Plan 3	161		64,015.80	0.00	64,015.80	796,217.17
1UC	Unemployment 00	403		3,547.84	0.00	3,547.84	1,313,972.46
1WC	Workers' Comp	403		16,058.73	0.00	16,058.73	1,414,525.21
B0	LTD-Cert	221		2,864.16	0.00	2,864.16	1,089,268.66
B4	LTD-Classified	106		1,373.76	0.00	1,373.76	251,480.84
B9227	BROKERS FEES	323		4,257.14	0.00	4,257.14	1,334,853.21
CALPS	CALP-Sick Leave	330		69.27	0.00	69.27	1,241,781.68
CALPV	CALP-Vacation	42		2,185.63	0.00	2,185.63	163,707.06
H1187	HCA-Full Time	269		17,756.69	0.00	17,756.69	1,182,140.32
H2187	HCA-Part Time	59		973.50	0.00	973.50	159,517.01
I0	Life Ins - Cert	210		745.50	0.00	745.50	999,834.99
K0	DENTAL- TPSC	272		34,068.00	0.00	34,068.00	1,143,705.70
K1	DENTAL-WILLAMET	53		4,306.25	0.00	4,306.25	193,000.99
L0	Life Ins - SCEA	96		340.80	0.00	340.80	203,860.58
L3	Life Ins-Princi	8		28.40	0.00	28.40	61,517.01
L4	Life Ins-Exempt	13		46.15	0.00	46.15	75,536.92
M0	VISION - TPSC	327		4,479.90	0.00	4,479.90	1,340,749.50
M1	GROUP HEALTH	72		49,492.99	0.00	49,492.99	292,918.72
M3	KAISER	3		2,219.15	0.00	2,219.15	16,660.06
M4	BC PPO 1	38		27,556.27	0.00	27,556.27	190,585.51
M5	BC PPO 3	57		39,466.53	0.00	39,466.53	247,935.43
M5adj	BC PPO 3 Adj	1		216.25	0.00	216.25	5,056.55
M6	BC PPO 5	67		48,179.96	0.00	48,179.96	316,269.29
M7	BC Easy Choice	31		19,608.60	0.00	19,608.60	118,509.43

Benefit Summary Report
Check Date 05/31/2012

CODE	DESCRIPTION	CODE	COUNT	ADDED	SUBTRACTED	NET AMT	BASE AMT
M7adj	BC Easy Ch Adj	1		102.37	0.00	102.37	1,966.41
TaxB+	Tax Ben +	3		369.05	0.00	369.05	14,167.76
TaxB-	Tax Ben -	3		0.00	-369.05	-369.05	-14,167.76
Total	Benefits	36	4632	492,849.05	-369.05	492,480.00	

***** End of report *****



STATE OF WASHINGTON
DEPARTMENT OF RETIREMENT SYSTEMS
PO Box 9018 * Olympia, WA 98507-9018 * (360) 664-7316 * Toll Free 1-800-547-6657 ext. 47316

Business Manager
Steilacoom Historical SD 001
510 Chambers St
Steilacoom WA 98388

System Plan: A4
Account Nmbr: 000000943
Invoice Nmbr: 920936
Invoice Date: 03/30/2012
Due Date: 05/15/2012
Amount Due: \$120.56

Please return this portion with your payment

Invoice No.	Description	Amount
920936	Old Age Survivor Insurance Invoice (OASI) - 2011 Tax Year	120.56

This invoice is an annual administrative fee authorized under RCW 41.48 for employers that voluntarily participate in Social Security under Section 218 of the Social Security Act.

Please pay the total amount by the above due date. You will receive a monthly statement showing this invoice amount until this is paid in full. There are different payment options available.

Employers may pay by

- * Check - mail the top portion of this invoice with payment to the address above.
- * Electronic Payment (ePay) through DRS Electronic Services - contact Employer Services at drsemployer@drs.wa.gov to sign up today!

State Agencies may also pay by

- * Journal Voucher (JV) - Fund 874
- * InterAgency Payment (IAP) - Fund 874

Community Colleges may also pay by

- * Electronic Funds Transfer (EFT)

OASI Invoice Questions:

www.drs.wa.gov/publications/employer/OASIPProgram.htm
(360) 664-7316 or 1-800-547-6657 ext. 47316
oasi@drs.wa.gov

Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, WA 98388

Resolution 767-04-11-12
Committed To Other Purposes

WHEREAS, the Board of Directors of Steilacoom Historical School District No. 1 has determined that according to GASB (Government Accounting Standards Board) Statement 54 there is a need to commit resources for future uses.

WHEREAS, there are sufficient cash monies available to commit to fund these additional expenditures: the purchase of including:

- Steilacoom High School Chiller replacement/upgrades/repairs (\$150,000);
- Grounds & other emergent items (\$600,000);
- Heating Boilers / HVAC Systems for Saltar's Point Elementary (\$250,000);
Chloe Clark Elementary (\$250,000) and Cherrydale Elementary (\$250,000);
- Cherrydale Elementary Roof replacement/upgrades/repairs (\$500,000);
- Installation of and fully equip up to two modular buildings to be placed at Chloe Clark Elementary and/or Saltar's Point Elementary, as needed, for additional classroom capacity (\$729,000);

THEREFORE, BE IT RESOLVED that the Board of Directors of the Steilacoom Historical School District No. 1 hereby authorizes the Superintendent and Executive Director of Finance and Operations to initialize a transfer of funds for Committed to Other Purposes (GL870) in the total amount of **\$2,729,000** with amounts removed from commitment either by board action or the purpose for the commitment has been fulfilled. Should other funding sources become available in the future for the above listed projects (grants, donations, capital bonds etc.), a reduction of GL 870 Committed to Other Purposes, will be reversed as deemed appropriate.

Adopted this 23rd day of May, 2012.

(Chair)

Attest:

(Secretary/Superintendent)

REGULAR BOARD MEETING

Date: May 23, 2012

TO: Members, Steilacoom Historical School District Board of Directors

ISSUE: x **ACTION** Purchase & Sale Agreements – DuPont, WA
INFORMATION

BACKGROUND INFORMATION:

For some time, the Steilacoom Historical School District has contemplated acquisition of sites in DuPont that would be sufficient for a future elementary school and transportation facility. The District currently owns a parcel of land in DuPont that is sized, located, and zoned such that it would likely eventually be adjacent to warehouse complexes.

In December 2011, the District entered into letters of agreement for three land transactions that would allow sale of the District's large parcel in DuPont, and acquisition of two sites – one suitable for a future school, and another suitable for a future transportation facility.

The District currently owns a 30.24 acre parcel of land located at the corner of Steilacoom-DuPont Road and Center Drive. The Board of Directors declared the property surplus on October 10, 2007. Following the provisions of RCW 28A.335.120, the District properly advertised notice of the intent to sell the property and the Board of Directors held a public hearing regarding the proposed sale on November 28, 2007. The District obtained a market value appraisal of the property pursuant to RCW 28A.335.120(5) and the proposed purchase price of \$4,836,205.00 is consistent with the statutory provisions and the appraisal. The District has negotiated a purchase and sale agreement with Puget Western Incorporated.

The District has identified a 5.34 acres of real property located at 3330 International Place in DuPont, Washington, that it wishes to purchase for future school district needs. The property is owned by International Place PG, LLC. The District obtained a market value appraisal pursuant to RCW 28A.335.090. The proposed purchase price of \$1,046,333.00 is consistent with the statutory provisions and the appraisal. The District has negotiated a purchase and sale agreement with International Place PG, LLC.

The District has identified a 14.72 acres of real property located between Edmonds Village and the Sheet Metal Union Building in DuPont, Washington (commonly known as “Williamson Plat”), that it wishes to purchase for future school district needs. The property is owned by Puget Western Incorporated. The District obtained a market value appraisal pursuant to RCW 28A.335.090. The proposed purchase price of \$2,489,872.00 is consistent with the statutory provisions and the appraisal. The District has negotiated a purchase and sale agreement with Puget Western Incorporated.

The transactions described above meet the district's property goals, and net resources from the transaction would allow for the ability to contemplate construction of a new transportation facility.

FISCAL IMPLICATIONS:

Net proceeds from the transactions would result in \$1.3 million for the District's Capital Projects fund.

RECOMMENDED DECISION:

It is the recommendation of the Superintendent that the Board approve the three resolutions with Puget Western Incorporated, International Place PG. LLC, and Puget Western Incorporated, respectively and authorize the Superintendent to enter into the accompanying Purchase and Sale Agreements.

Report prepared by:

Superintendent Bill Fritz

Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, WA 98388

Resolution No. 776-05-23-12

Concerning Sale of Real Property (30.24 Acre Site)

THIS RESOLUTION of the Steilacoom Historical School District No. 1 is in accordance with RCW 28A.335.090(1) which provides that "[t]he board of directors of each school district shall have exclusive control of all school property, real or personal, belonging to the district; said board shall have power, subject to RCW 28A.335.120, in the name of the district, to convey by deed all the interest of their district in or to any real property of the district which is no longer required for school purposes."

WHEREAS, the District owns property containing 30.24 acres of real estate located at the corner of Steilacoom-DuPont Road and Center Drive in Pierce County, Washington;

WHEREAS, on October 10, 2007, the Board of Directors declared the Property surplus following the rules and regulations set forth in RCW 28A.335.120;

WHEREAS, notice of the Board of Director's consideration of a sale of the Property was first published on November 7, 2007, in the Tacoma News Tribune;

WHEREAS, pursuant to RCW 28A.335.120, the Board of Directors held a public hearing regarding the sale of the Property on November 28, 2007;

WHEREAS, on December 11, 2011, the Board of Directors authorized the Superintendent to sign a letter of intent to sell the Property to Puget Western Incorporated;

WHEREAS, the District has come to an agreement with Puget Western Incorporated regarding the sale of the site; and

WHEREAS, the purchase price for the Property, pursuant to the Purchase and Sale Agreement, is \$4,836,205.00.

NOW, THEREFORE, be it resolved that the Superintendent of the Steilacoom Historical School District is authorized to execute a Purchase and Sale Agreement with Puget Western Incorporated for the sale of the Property and to take any and all actions necessary to consummate and close the transaction set forth in the Purchase and Sale Agreement, and to convey the Property to Puget Western Incorporated.

ADOPTED this 23rd day of May, 2012

Resolution No. 776-05-23-12
Concerning Sale of Real Property (30.24 Acre Site)

Chair

Director

Director

Director

Director

Attested to by:

Secretary, Board of Directors

REAL ESTATE PURCHASE AND SALE AGREEMENT

Bothell, Washington
2012

Pursuant to the terms and conditions of this Real Estate Purchase and Sale Agreement ("Agreement", herein) Stellacoom Historical School District No. 1, a Washington municipal corporation ("Seller"), hereby agrees to sell and convey and Puget Western, Inc., a Washington corporation ("Purchaser"), hereby agrees to purchase all of Seller's right, title and interest in and to the real estate described on EXHIBIT A attached hereto and made a part hereof, which shall include: all of Seller's right, title and interest in and to any easements appurtenant thereto and improvements located thereon; all timber and plants now in or on the Property; all right, title and interest of Seller in and to all alleys, strips, or gores of land, if any, lying adjacent to the Property; all utilities serving the Property; all right, title and interest of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining said property (the "Property").

AGREEMENT

In consideration of the foregoing and the performance of the mutual covenants herein contained, Purchaser and Seller agree as follows:

1. **Earnest Money.** Within five (5) days of the "Effective Date" (defined in Section 29 below), Purchaser shall deliver the amount of Ten Thousand and No/100 Dollars (\$10,000.00) as "Earnest Money", to Chicago Title Insurance Company ("Title Company"), 701 Fifth Avenue, Suite 2300, Seattle, WA 98104, Attn: Scott Smouse ("Escrow Agent") in the form of a promissory note ("Note") as set forth in EXHIBIT B. The Note shall be held by the Escrow Agent for the account of Purchaser until satisfaction of the contingencies set forth in Section 7, at which time Purchaser shall deposit with the Escrow Agent cash in the principal amount of such Note representing payment of the Note. Upon satisfaction of the contingencies set forth in Section 7, the Earnest Money shall, subject to Section 32 below, be non refundable, absent Seller's material default or inability to perform the transaction contemplated hereunder, but shall be applied to the Purchase Price at closing. The Earnest Money is intended to compensate Seller for work performed to prepare the Property for sale and for the risk of taking the Property off the market and shall be non refundable except as expressly provided in this Agreement. Escrow Agent is instructed to place all cash in payment of said Note in insured, interest-bearing accounts pending closing. Any interest earned on the Earnest Money shall be for the account of Purchaser except in the event of Purchaser's default in which case it is for the account of Seller. If Purchaser terminates this Agreement prior to the end of the Contingency Period (defined below), Purchaser shall have no further obligation with regard to payment of the note.

2. **Purchase Price.** The total purchase price for the Property is Four Million Eight Hundred Thirty Six Thousand Two Hundred Five and No/100 Dollars (\$4,836,205.00). The Earnest Money shall be credited against the Purchase Price at Closing. Purchaser agrees to pay all cash at closing (United States funds).

3. **Title Insurance.**

(a) Seller agrees to order, within two (2) days of the Effective Date, a preliminary commitment for a standard coverage owner's title insurance policy ("Preliminary Commitment"), issued by the Title Company. Title insurance shall insure that, at closing, the Property is free of encumbrances or defects, except "Permitted Exceptions", herein defined as (i) non delinquent taxes and assessments, (ii) rights reserved in federal patents or state deeds, and building, zoning or use restrictions general to the district, and (iii) such other exceptions as are approved by Purchaser or not agreed by Seller to be removed pursuant to subsection (b) of this Section 3. In the event Purchaser desires to obtain an extended coverage policy of title insurance, Purchaser shall order a preliminary commitment for such a policy from the Title Company and shall be responsible for any survey required by the Title Company. At the same time as Seller obtains the Title Commitment, the Title Company shall deliver to Purchaser true, correct and legible copies of all documents ("Title Documents") referred to in such Title Commitment as conditions or exceptions to title to the Property (such title insurance policy commitment and Title Documents are collectively referred to herein as the "Title Binder").

(b) Purchaser shall give written notice to Seller of any defects or encumbrances in Seller's title, other than Permitted Exceptions, to which Purchaser objects. Such notice will be given on or before ten (10) days before the end of the Contingency Period. Seller shall have the option of curing such defects and encumbrances to which Purchaser objects prior to closing. In the event Seller elects not to cure such defects or encumbrances, Seller shall provide notification of the election not to cure such defects or encumbrances on or before five (5) days following receipt of Purchaser's notice described above in this subsection b, Purchaser must elect to accept such defects or encumbrances in Seller's title if Seller declines to cure (which defects shall thereafter be deemed Permitted Exceptions) or, alternatively, elect to terminate this Agreement within five (5) days of Seller's notification not to cure. In the event Purchaser so elects to terminate this Agreement, Escrow Agent shall refund the Earnest Money to Purchaser less expenses incurred which are chargeable to Purchaser hereunder, and any and all rights or obligations of Seller and Purchaser under this Agreement shall terminate and be of no further force or effect.

(c) Seller shall instruct Title Company to deliver to Purchaser as soon as practicable after closing, at Seller's expense, a standard form owner's policy of title insurance, insuring Purchaser's fee simple title to the Property in the face amount of the purchase price containing no exceptions other than the form printed exceptions and the Permitted Exceptions ("Title Policy"). The Title Policy shall contain endorsements as Purchaser may require at Purchaser's sole cost and expense. Purchaser's obligation to close this transaction shall be contingent on Purchaser's receipt of the Title Policy.

Real Estate Purchase and Sale Agreement
DuPont-International Place
Stellacoom Historical School District No. 1
52044\0100600304084.DOC.V9 DNL

Initials _____ Initials _____

4. **Conveyance of Title.** Upon closing, Seller shall deliver to Purchaser a Special Warranty Deed to the Property in form and content as attached hereto, marked EXHIBIT C, and such other documents as are reasonably required to complete the closing pursuant to this Agreement.

5. **Seller's Representations.** Seller covenants and represents to Purchaser as follows as of the date of this Agreement, and again as of the date of closing:

(a) To the best of Seller's knowledge, neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon Seller and will not violate any applicable law, order, rule or regulation of any governmental authority. To the best of Seller's knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental instrumentality. To the best of Seller's knowledge, no approval, consent, order or authorization of or designation, registration or filing (other than for personal purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Agreement by Seller to allow compliance with the provisions hereof by Seller and consummation of the transaction contemplated hereby by Seller.

(b) Neither the whole nor any portion of the Property is subject to temporary requisition or use by governmental authority nor has been condemned nor taken in any proceeding similar to a condemnation proceeding. To the best of Seller's knowledge, no such proceeding is contemplated.

(c) Seller has no knowledge, nor has Seller received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property. Seller authorizes Purchaser to make the necessary searches for any such violations. Seller has not received any written notices from any federal, state or municipal authority of any lawsuits or judgments relating to violations of the Property and Seller will promptly notify Purchaser if it receives such notice.

(d) Seller has not received any written notice of any default or breach by Seller under any covenants, conditions, restrictions, rights-of-way or easements affecting the Property or any portion thereof.

(e) No special assessments have been levied or, to the best of Seller's knowledge, are pending against all or any part of the Property.

(f) To the best of Seller's knowledge, neither the Property nor any portion thereof is located in a flood plain or special hazard area as designated by any federal, state or local government body or agency.

(g) To the best of Seller's knowledge, there are no underground storage tanks on the Property nor have underground tanks been removed from the Property.

(h) Seller has not caused or permitted its business at the Property to use, generate, deposit, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process "Hazardous Substances" (as defined below) or other dangerous or toxic substances or solid waste, except in compliance with all applicable federal, state and local laws or regulations and has not caused or permitted and has no knowledge of the "Release" (as defined below) of any Hazardous Substances on or off the Property which might affect the Property. Seller has no knowledge of any substances or conditions on or off the Property which may support a claim or cause of action against the owner of the Property, whether by a governmental agency or body, private party or individual, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (the "Superfund Act"), the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, the Model Toxics Control Act - Level ("MTCA") or any other federal, state or local environmental statutes, regulations, ordinances or regulatory requirements. For purposes of this paragraph, the definition of the terms "Hazardous Substances" and "Release" shall be those used in the MTCA and that the definition of the term "Hazardous Substances" shall include petroleum and related by-products and hydrocarbons.

(i) To the best of Seller's knowledge, Seller has good and marketable title to the Property, free and clear of all liens, security interests, encumbrances, leases and restrictions of every kind and description, except the Permitted Exceptions.

(j) To the best of Seller's knowledge, except for Seller, there are no persons in possession or occupancy to the Property or any part thereof, nor are there any persons who have possessory or other rights or claims with respect to the Property or any part thereof.

In the event any of the representations contained herein become unilaterally untrue as of the date of closing as a result of information received by Seller or occurrences subsequent to the date hereof, Seller shall promptly notify Purchaser and Purchaser may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement, in which event the Note (or funds, if the Note has been paid) shall be returned to Purchaser, the "Related Contracts" (as defined in Section 32) and all obligations of Seller and Purchaser hereunder and under the Related Contracts shall terminate and be of no further force or effect except for the "purchaser's obligations" under Section 6(b) of this Agreement and of the Related Contracts.

6. **Inspection.**

(a) Purchaser shall have the right to enter the Property at any time during the term of this Agreement at its own risk and expense in order to make or cause to be made an inventory and inspection of the physical condition of the Property as well as to make or cause to be made a study of applicable zoning, regulations, laws and ordinances affecting the Property.

(b) As a condition of such right of entry, Purchaser agrees to defend, indemnify and save Seller harmless from all liability and expense (including attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller, its agents or employees by any person or entity as a result of or on account of actual or alleged injuries or damages to persons, entities and/or property received or sustained, or alleged to have been received or sustained, in any way arising out of, in connection with, or as a result of the acts or omissions of Purchaser, its agents or employees, in exercising its rights under the right of entry granted herein unless and except to the extent the same arise out of the sole negligence of Seller. Without limiting the generality of the foregoing, Purchaser assumes potential liability for actions brought by its employees. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive any termination whatsoever of this Agreement.

(c) To assist Purchaser in its inspection of the Property, within five (5) days of the Effective Date Seller shall provide Purchaser with documents and information in Seller's possession relating to the Property. If this Agreement is terminated for any reason whatsoever, Purchaser shall return all such documents and information to Seller within thirty (30) days of such termination. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive termination of this Agreement.

7. **Contingencies.** Purchaser's obligation to close the sale transaction shall be contingent upon the following, which contingencies shall be conclusively deemed to have not been met or waived unless Purchaser provides written notice to Seller on or before the date specified that such contingencies have been met. Purchaser's obligation to close shall be contingent upon, but not limited to: (a) reasonable inspection and satisfaction, in Purchaser's sole and absolute discretion, with a feasibility study including, without limitation, the physical condition and attributes of the Property, soil and site conditions, demographics and availability of utilities; (b) receipt by Seller of all required approvals and ratifications needed from the Stellacoom Historical School District Board of Directors to enable sale of the Property in accordance with this Agreement; and (c) Seller's receipt of a market rate appraisal in compliance with RCW 28A.335.120(5). Seller shall notify Purchaser when the matters set forth in clauses (b) and (c) have been received by Seller.

Purchaser shall invoke the foregoing contingencies on or before June 18, 2012 (the "Contingency Period"). If Purchaser determines, in Purchaser's sole and absolute discretion, that the Property is not suitable for Purchaser's intended purposes, the Purchaser shall have the right to terminate its rights and obligations with respect to the Property under this Agreement by sending written notice prior to the expiration of the Contingency Period to Seller and Escrow Agent. In such case, the Earnest Money shall be returned to Purchaser and Purchaser and Seller shall have no further obligations hereunder except those obligations that expressly survive termination of this Agreement.

8. **Further Inspection.** Purchaser acknowledges that Purchaser is relying on its own examination and inspection of all matters with respect to taxes, bonds, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the Property in Purchaser's judgment and for Purchaser's purposes, and not on any representations of Seller or of Seller's agents or employees, and Purchaser expressly waives any claim on that account.

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, or sent by U.S. certified mail, postage prepaid, return receipt requested, telecopy, or by overnight courier service, addressed as set forth below:

(a) All notices to be given to Purchaser shall be addressed as follows:

Puget Western, Inc.
19515 North Creek Parkway
Suite 310
Bothell, WA 98011
Attn.: President
Telephone: (425) 487-6560
Facsimile No.: (425) 487-6565

with a copy to:

David N. Lombard
Jameson Babbitt Stiles & Lombard, PLLC
Suite 1900
999 Third Ave
Seattle, Washington 98104

(b) All notices to be given to Seller shall be addressed as follows:

Steilacoom Historical School District No. 1
510 Chambers Street
Steilacoom, WA 98388
Attn.: Mr. William Fritz, Superintendent
Telephone No.: (253) 983-2200
Fax No. : (253) 584-7198

with a copy to:

K & L Gates
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158
Attn.: Denise L. Stiffarm
Telephone No. (206) 370-7645
Facsimile No. (206) 370-6182

Either party hereto may, by proper notice to the other, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by telecopy (with evidence of receipt), or delivered by overnight courier service, or on the third day following the day such notice is mailed if mailed in accordance with this Section. Failure to deliver a copy of a notice to a "copy" party shall not affect the validity of such notice, as such copies are for the convenience of the parties only.

10. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the date of closing or until Purchaser takes possession of the Property, whichever date is earlier. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Property, or a portion thereof, prior to the date upon which Purchaser assumes the risk, Purchaser may terminate this Agreement and the Earnest Money shall be refunded; provided, however, that Purchaser shall not terminate this Agreement if Seller agrees in writing to restore the Property substantially to its present condition by the date of closing. Notwithstanding Purchaser's right to terminate this Agreement in the event of loss of or damage to all or a portion of the Property, Purchaser may elect to purchase the Property in the condition existing on the date of closing; provided, however, Seller shall not be liable to restore the Property or pay damages to Purchaser by reason of such loss or damage, but in such event Purchaser shall be entitled to the proceeds of any policies of property insurance carried by or for the benefit of Seller to the extent that such proceeds are attributable to the Property.

11. **Condemnation.** In the event that the Property is or becomes the subject of a condemnation proceeding, Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice thereof to Seller on or before the date fixed for closing, in which event Purchaser's obligations hereunder shall be null and void and of no further effect and the Earnest Money shall be returned to Purchaser. In the event that Purchaser does not so terminate this Agreement, the purchase price for the Property shall be reduced by the total of any awards or other proceeds received by Seller at or prior to closing with respect to any taking, and at closing Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking. Purchaser shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Purchaser in writing of any such Condemnation respecting the Property.

12. **Possession.** Purchaser shall be entitled to possession on closing. Purchaser's possession shall not be subject to the rights of tenants. Any leases or permits affecting the Property shall be terminated by Seller prior to closing and evidence of said termination shall be provided to Purchaser not later than five (5) days prior to closing. In the event said evidence of termination is not provided to Purchaser within the time frame described in this section, the closing date described in Section 13 below shall be extended to a date five (5) days after delivery of said evidence to Purchaser, but in no event later than June 29, 2012. As a condition to Purchaser's obligation to close the purchase of the Property, the physical condition of the Property shall be the same as on the Effective Date.

13. **Closing Agent; closing documents.**

(a) Except as provided in Section 12 above and Section 32 below, the sale shall be closed in escrow in the office of Escrow Agent no later than June 29, 2012. Purchaser and Seller shall, on demand, deposit in escrow with Escrow Agent, all instruments and moneys necessary to complete the sale in accordance with this Agreement. Except as provided in Section 12 above, if the transaction fails to close by the date set forth in this Section 13, the non defaulting party may terminate this Agreement. Closing shall occur when the deed to Purchaser is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller.

(b) **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Warranty Deed.** The Special Warranty Deed in recordable form containing the legal description of the Property in such form as will convey to Purchaser a good, marketable and indefeasible title in fee simple absolute to the Property, subject to the Permitted Exceptions and any limitations inherent in the use of a Special Warranty Deed;

(ii) Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, and Indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring Purchaser's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions;

(iii) Waiver of Prescriptive Claims. An instrument in recordable form and otherwise in form and substance reasonably acceptable to Purchaser pursuant to which Seller releases and waives all future prescriptive use, occupancy or title claims against Purchaser with respect to the Property, provided, however, that said instrument shall specifically retain for the benefit of Seller the right of ingress and egress in and to the Seller's remaining property across the existing driveway;

(iv) Excise Tax Affidavit. An excise tax affidavit for filing with the Pierce County Recorder at the time of recording Deed;

(v) FIRPTA Affidavit. The affidavit of non-foreign status described in Section 28 of this Agreement, as required by federal tax law;

(vi) Final Title Binder. The Final Title Binder referred to in Section 3 of this Agreement; and

(vii) Surveys. Such surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller.

(c) Delivery by Purchaser. Purchaser shall deliver the Purchase Price and the tax affidavit referred to in (b)(v) above.

14. Proration of Taxes, Rents, Etc. Taxes for the current year will be prorated as of closing. Water and other utilities, rent and other income and expense items related to the Property shall be prorated as of closing. General installment of local improvement district assessments falling due after the closing date of this Agreement shall be paid by Purchaser. Upon the request of either party, adjustments shall be made between the parties after closing for the actual amount of any prorations made on the basis of estimates as of closing.

15. Closing Costs.

(a) Seller shall pay (i) the premium for standard coverage title policy, (ii) one-half of Escrow Agent's escrow fee, (iii) the State of Washington excise tax upon the conveyance of the Property, if applicable, and (iv) any applicable forest land, agricultural, open space or other deferral taxes assessed against the Property. Seller shall bear its own legal fees. Seller shall pay any and all transfer, sales, gains and documentary stamp taxes or similar charges incident to conveyance of title to the Property to Purchaser.

(b) Purchaser shall pay (i) the cost of recording the conveyance of the Property, (ii) one-half of the Escrow Agent's escrow fee, and (iii) any other costs, if any, the payment of which is not expressly provided for herein, including, without limitation any additional cost for extended coverage title insurance and surveys. Purchaser shall bear its own legal fees and inspection costs.

(c) Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through Seller on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

16. Default. Time is of the essence of this Agreement. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Purchaser shall be entitled, in addition to all other remedies, to pursue any remedies permitted by law against Seller. In the event of a breach or default by Purchaser without any default by Seller or failure of any condition to Purchaser's obligations hereunder, Seller's sole and exclusive remedy shall be the retention of the Earnest Money, together with all interest earned thereon, and all amounts previously paid to it hereunder, as liquidated damages and not as a forfeiture or penalty. The parties acknowledge that in the event of such default by Purchaser, Seller will have incurred substantial but unascertainable damages and that therefore the provision herein for liquidated damages is a valid one and also complies with RCW 64.04.005(1). In the event Seller or Purchaser shall bring any suit or action to enforce this Agreement or any term or provisions hereof, the prevailing party shall be entitled to a reasonable sum as attorneys' fees and all costs and expense incurred in connection with such suit or action.

17. Oral Agreements and Representations. There are no verbal or other agreements, including, but not limited to, any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, or be liable for, any warranties or other representations made by any person, partnership, corporation or other entity unless such representations are set forth in a written instrument duly executed by Seller. Except as expressly contained in this Agreement, Seller makes no representations, warranties (express or implied), or covenants with respect to the condition of the Property, including environmental condition; Seller disclaims all warranties (express or implied); and Seller shall have no obligation to make any alterations or repairs to the Property. Purchaser shall accept the Property "AS IS," "WHERE IS," with all faults, defects, and deficiencies, whether known, unknown, patent, or latent, without recourse to Seller. Without limiting the generality of the foregoing, Seller makes no (and Purchaser acknowledges that neither Seller nor any agent of Seller has made any) representation or warranty as to the suitability of

the Property for the Purchaser's Intended use, for the conduct of Purchaser's business or activities, or for any other or particular purpose whatsoever.

18. **Assignment.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. **Purchaser's Authority.** The officer or agent signing this Agreement on behalf of Purchaser hereby warrants that he or she is duly authorized to execute this Agreement on behalf of Purchaser.

20. **Non Merger.** The terms and provisions of this Agreement shall not merge into the deed, but shall survive the closing of the transaction contemplated hereunder.

21. **Repairs.** Seller shall have no obligation to make any repairs to the Property. Purchaser shall accept the Property "AS IS" at closing.

22. **Brokerage Fees.** Seller and Purchaser, respectively, represent that they have incurred no finder's fee, broker's or other commissions or similar obligations to any person in connection with the transaction which is the subject of this Agreement. Seller and Purchaser each agree to indemnify the other and the other's agents, representatives and advisors and hold them harmless from any claims for any such fees or commissions, including all costs and expenses of defending any alleged claim therefore arising out of the acts of the indemnifying party or its agents or employees.

23. **Agency Disclosure.** Intentionally Omitted.

24. **Exhibits.** Exhibits A-C, attached hereto are incorporated herein by this reference.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

26. **Governing Law.** The laws of the State of Washington shall govern this Agreement and all documents relating hereto.

27. **Termination of Agreement.** If this agreement (a) has not been signed by all parties to the Agreement, and (b) a fully executed original has not been received by Purchaser prior to 5:00PM on May 29 2012, this Agreement shall terminate and become null and void.

28. **Internal Revenue Requirements.** Section 1445 of the Internal Revenue Code provides that a transferee of United States real property interest must deduct and withhold tax from the amount realized on the disposition if the transferor is a foreign person. Section 1445 provides an exemption from the withholding requirement where the transferor furnishes a non-foreign affidavit to the transferee. At the time of closing, Seller warrants to Purchaser that it is not a foreign person subject to withholding under Section 1445. Seller certifies that Seller is not a non-resident alien for the purposes of United States income taxation. Seller declares that it has examined the certification contained in this paragraph and it is true and correct and complete to the best of its knowledge and belief.

29. **Effective Date/Timing.** The Effective Date of this Agreement shall be the date the Agreement is last signed by a party to be charged herein. Time is of the essence to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance by both of them is required as to any date set forth herein. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday under the laws of the State of Washington, then and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

30. **Drafting and Preparation.** Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction of this Agreement or any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of the same.

31. **Entitlements.** During the Contingency Period, Purchaser shall have the right to contact all applicable government agencies in connection with Purchaser's intended acquisition, construction and operation of the Property. Purchaser shall be entitled to apply for, prosecute and obtain any and all building permits and other entitlements and approvals as are necessary for Purchaser's intended construction and use. Seller shall cooperate at no expense to Seller, with Purchaser's efforts to obtain any necessary approvals including without limitation executing necessary applications therefore.

32. **Performance of Related Contracts.** Seller, as purchaser, is a party to two related Real Estate Purchase and Sale Agreements of even date herewith, one with Purchaser as seller (the "Williamson PSA") and one with the seller being International Place, LLC, a Washington limited liability company, of which Purchaser is a member (the "International PSA" and together with the Williamson PSA herein called the "Related Contracts"). The parties agree that the closing of this Agreement shall be contingent upon the concurrent closing of the Related Contracts and that the termination of this Agreement or either one of the Related Contracts shall result in the termination of this Agreement and both of the Related Contracts.

33. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

[Signatures of the Parties Appear on the Following Page]

Seller:

Stellacoom Historical School District No. 1

By: _____

Its: _____

Date: _____

Purchaser:

Puget Western, Inc.

By: _____

Its: President

Date: _____, 2012

EXHIBIT A

LEGAL DESCRIPTION:

Lots 1 through 21 and Lots 24 through 26 of Northwest Landing Industrial Park Division 1, as per plat recorded September 9, 1996 under Recording No. 9609090634, Records of Pierce County Auditor;

Situate in the City of DuPont, County of Pierce, State of Washington.

EXHIBIT B
EARNEST MONEY NOTE

\$10,000.00

Bothell, Washington
_____, 2012

FOR VALUE RECEIVED, the undersigned promises to pay to Chicago Title Insurance Company, 701 Fifth Avenue, Suite 2300, Seattle, WA 98104, the sum of Ten Thousand and No/100 Dollars (\$10,000.00) with no interest thereon, payable as follows:

Upon demand upon the satisfaction or waiver by the undersigned of all contingencies set forth in Section 7 of that certain Real Estate Purchase and Sale Agreement dated _____, 2012 between Steilacoom Historical School District No. 1 as Seller and the undersigned as Purchaser.

This Note shall bear interest at the rate of twelve percent (12%) per annum if not paid upon demand as above provided. If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this Note, the undersigned promises to pay reasonable attorneys' fees incurred thereby.

Puget Western, Inc.

By: _____

Its: President

EXHIBIT C

(TO BE FORMATTED FOR RECORDING WHEN PREPARED)

SPECIAL WARRANTY DEED

Grantor(s): _____
Grantee(s): _____
Abbreviated Legal: _____
Full Legal Description on page(s): _____
Assessor's Tax Parcel Number(s): _____

Grantor, _____, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, in hand paid, grants, bargains, sells and conveys to _____, ("Grantee") the following described real estate situated in the County of Pierce, State of Washington:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO: Easements, restrictions, reservations, covenants and agreements.

The Grantor, for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

Dated _____, 20____.

By: _____

By: _____

Its: _____

Its: _____

STATE OF WASHINGTON)
COUNTY OF _____) ss. (Corporate Acknowledgment)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the corporation, that _____ was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, WA 98388

Resolution No. 777-05-23-12

Concerning Sale of Real Property (International Place)

THIS RESOLUTION of the Steilacoom Historical School District No. 1 is in accordance with RCW 28A.335.090(1) which provides that "the board of directors of each school district may purchase... real and personal property in the name of the district."

WHEREAS, the Board of Directors of the Steilacoom Historical School District No. 1 has determined that additional property is required to service the District's school purposes and needs;

WHEREAS, a site has been located in Pierce County, Washington, at 3330 International Place in DuPont, Washington, and is owned by International Place PG, LLC;

WHEREAS, the property contains approximately 5.34 acres of real estate;

WHEREAS, the Steilacoom Historical School District No. 1 has come to agreement with International Place PG, LLC regarding the sale of the site; and

WHEREAS, the sale price for the International Place site is \$1,046,333.00.

NOW, THEREFORE, be it resolved that the Superintendent of the Steilacoom Historical School District is authorized to execute a Purchase and Sale Agreement with International Place PG, LLC for the purchase of the site and to take any and all actions necessary to consummate and close the transaction set forth in the Purchase and Sale Agreement.

ADOPTED this 23rd day of May, 2012

Chair

Director

Director

Director

Director

Attested to by:

Secretary, Board of Directors

REAL ESTATE PURCHASE AND SALE AGREEMENT

Bothell, Washington
2012

Pursuant to the terms and conditions of this Real Estate Purchase and Sale Agreement ("Agreement", herein) International Place, LLC, a Washington Limited Liability Company ("Seller"), hereby agrees to sell and convey and Stellacoom Historical School District No. 1, a Washington municipal corporation ("Purchaser"), hereby agrees to purchase and acquire all of Seller's right, title and interest in and to the real estate described on EXHIBIT A attached hereto and made a part hereof, which shall include: all of Seller's right, title and interest in and to any easements appurtenant thereto and improvements located thereon; all timber and plants now in or on the Property; all right, title and interest of Seller in and to all alleys, strips, or gores of land, if any, lying adjacent to the Property; all utilities serving the Property; all right, title and interest of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining said property (the "Property").

AGREEMENT

In consideration of the foregoing and the performance of the mutual covenants herein contained, Purchaser and Seller agree as follows:

1. **Earnest Money.** Within five (5) days of the "Effective Date" (defined in Section 29 below), Purchaser shall deliver the amount of Ten Thousand and No/100 Dollars (\$10,000.00) as "Earnest Money", to Chicago Title Insurance Company ("Title Company"), 701 Fifth Avenue, Suite 2300, Seattle, WA 98104, Attn: Scott Smouse ("Escrow Agent") in the form of a promissory note ("Note") as set forth in EXHIBIT B. The Note shall be held by the Escrow Agent for the account of Purchaser until satisfaction of the contingencies set forth in Section 7, at which time Purchaser shall deposit with the Escrow Agent cash in the principal amount of such Note representing payment of the Note. Upon satisfaction of the contingencies set forth in Section 7, the Earnest Money shall, subject to Section 32 below, be non refundable, absent Seller's material default or inability to perform the transaction contemplated hereunder, but shall be applied to the Purchase Price at closing. The Earnest Money is intended to compensate Seller for work performed to prepare the Property for sale and for the risk of taking the Property off the market and shall be non refundable except as expressly provided in this Agreement. Escrow Agent is instructed to place all cash in payment of said Note in insured, interest-bearing accounts pending closing. Any interest earned on the Earnest Money shall be for the account of Purchaser except in the event of Purchaser's default in which case it is for the account of Seller. If Purchaser terminates this Agreement prior to the end of the Contingency Period (defined below), Purchaser shall have no further obligation with regard to payment of the note.

2. **Purchase Price.** The total purchase price for the Property is One Million Forty Six Thousand Three Hundred Thirty Three and No/100 Dollars (\$1,046,333.00). The Earnest Money shall be credited against the Purchase Price at Closing. Purchaser agrees to pay all cash at closing (United States funds).

3. **Title Insurance.**

(a) Seller agrees to order, within two (2) days of the Effective Date, a preliminary commitment for a standard coverage owner's title insurance policy ("Preliminary Commitment"), issued by the Title Company. Title insurance shall insure that, at closing, the Property is free of encumbrances or defects, except "Permitted Exceptions", herein defined as (i) non delinquent taxes and assessments, (ii) rights reserved in federal patents or state deeds, and building, zoning or use restrictions general to the district, and (iii) such other exceptions as are approved by Purchaser or not agreed by Seller to be removed pursuant to subsection (b) of this Section 3. In the event Purchaser desires to obtain an extended coverage policy of title insurance, Purchaser shall order a preliminary commitment for such a policy from the Title Company and shall be responsible for any survey required by the Title Company. At the same time as Seller obtains the Title Commitment, the Title Company shall deliver to Purchaser true, correct and legible copies of all documents ("Title Documents") referred to in such Title Commitment as conditions or exceptions to title to the Property (such title insurance policy commitment and Title Documents are collectively referred to herein as the "Title Binder").

(b) Purchaser shall give written notice to Seller of any defects or encumbrances in Seller's title, other than Permitted Exceptions, to which Purchaser objects. Such notice will be given on or before ten (10) days before the end of the Contingency Period. Seller shall have the option of curing such defects and encumbrances to which Purchaser objects prior to closing. In the event Seller elects not to cure such defects or encumbrances, Seller shall provide notification of the election not to cure such defects or encumbrances on or before five (5) days following receipt of Purchaser's notice described above in this subsection b, Purchaser must elect to accept such defects or encumbrances in Seller's title if Seller declines to cure (which defects shall thereafter be deemed Permitted Exceptions) or, alternatively, elect to terminate this Agreement within five (5) days of Seller's notification not to cure. In the event Purchaser so elects to terminate this Agreement, Escrow Agent shall refund the Earnest Money to Purchaser less expenses incurred which are chargeable to Purchaser hereunder, and any and all rights or obligations of Seller and Purchaser under this Agreement shall terminate and be of no further force or effect.

(c) Seller shall instruct Title Company to deliver to Purchaser as soon as practicable after closing, at Seller's expense, a standard form owner's policy of title insurance, insuring Purchaser's fee simple title to the Property in the face amount of the purchase price containing no exceptions other than the form printed exceptions and the Permitted Exceptions ("Title Policy").

Real Estate Purchase and Sale Agreement
DuPont-International Place
Stellacoom Historical School District No. 1

Initials _____ Initials _____

The Title Policy shall contain endorsements as Purchaser may require at Purchaser's sole cost and expense. Purchaser's obligation to close this transaction shall be contingent on Purchaser's receipt of the Title Policy.

4. **Conveyance of Title.** Upon closing, Seller shall deliver to Purchaser a Special Warranty Deed to the Property in form and content as attached hereto, marked EXHIBIT C, and such other documents as are reasonably required to complete the closing pursuant to this Agreement.

5. **Seller's Representations.** Seller covenants and represents to Purchaser as follows as of the date of this Agreement, and again as of the date of closing:

(a) To the best of Seller's knowledge, neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon Seller and will not violate any applicable law, order, rule or regulation of any governmental authority. To the best of Seller's knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental instrumentality. To the best of Seller's knowledge, no approval, consent, order or authorization of or designation, registration or filing (other than for personal purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Agreement by Seller to allow compliance with the provisions hereof by Seller and consummation of the transaction contemplated hereby by Seller.

(b) Neither the whole nor any portion of the Property is subject to temporary requisition or use by governmental authority nor has been condemned nor taken in any proceeding similar to a condemnation proceeding. To the best of Seller's knowledge, no such proceeding is contemplated.

(c) Seller has no knowledge, nor has Seller received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property. Seller authorizes Purchaser to make the necessary searches for any such violations. Seller has not received any written notices from any federal, state or municipal authority of any lawsuits or judgments relating to violations of the Property and Seller will promptly notify Purchaser if it receives such notice.

(d) Seller has not received any written notice of any default or breach by Seller under any covenants, conditions, restrictions, rights-of-way or easements affecting the Property or any portion thereof.

(e) No special assessments have been levied or, to the best of Seller's knowledge, are pending against all or any part of the Property.

(f) To the best of Seller's knowledge, neither the Property nor any portion thereof is located in a flood plain or special hazard area as designated by any federal, state or local government body or agency.

(g) To the best of Seller's knowledge, there are no underground storage tanks on the Property nor have underground tanks been removed from the Property.

(h) Seller has not caused or permitted its business at the Property to use, generate, deposit, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process "Hazardous Substances" (as defined below) or other dangerous or toxic substances or solid waste, except in compliance with all applicable federal, state and local laws or regulations and has not caused or permitted and has no knowledge of the "Release" (as defined below) of any Hazardous Substances on or off the Property which might affect the Property. Seller has no knowledge of any substances or conditions on or off the Property which may support a claim or cause of action against the owner of the Property, whether by a governmental agency or body, private party or individual, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (the "Superfund Act"), the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, the Model Toxics Control Act - Level ("MTCA") or any other federal, state or local environmental statutes, regulations, ordinances or regulatory requirements. For purposes of this paragraph, the definition of the terms "Hazardous Substances" and "Release" shall be those used in the MTCA and that the definition of the term "Hazardous Substances" shall include petroleum and related by-products and hydrocarbons.

(i) To the best of Seller's knowledge, Seller has good and marketable title to the Property, free and clear of all liens, security interests, encumbrances, leases and restrictions of every kind and description, except the Permitted Exceptions.

(j) To the best of Seller's knowledge, except for Seller, there are no persons in possession or occupancy to the Property or any part thereof, nor are there any persons who have possessory or other rights or claims with respect to the Property or any part thereof.

In the event any of the representations contained herein become unilaterally untrue as of the date of closing as a result of information received by Seller or occurrences subsequent to the date hereof, Seller shall promptly notify Purchaser and Purchaser may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement, in which event the Note (or funds, if the Note has been paid) shall be returned to Purchaser, the "Related Contracts" (as defined in Section 32) and all obligations of

Seller and Purchaser hereunder and under the Related Contracts shall terminate and be of no further force or effect except for the "purchaser's obligations" under Section 6(b) of this Agreement and of the Related Contracts.

6. **Inspection.**

(a) Purchaser shall have the right to enter the Property at any time during the term of this Agreement at its own risk and expense in order to make or cause to be made an inventory and inspection of the physical condition of the Property as well as to make or cause to be made a study of applicable zoning, regulations, laws and ordinances affecting the Property.

(b) As a condition of such right of entry, Purchaser agrees to defend, indemnify and save Seller harmless from all liability and expense (including attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller, its agents or employees by any person or entity as a result of or on account of actual or alleged injuries or damages to persons, entities and/or property received or sustained, or alleged to have been received or sustained, in any way arising out of, in connection with, or as a result of the acts or omissions of Purchaser, its agents or employees, in exercising its rights under the right of entry granted herein unless and except to the extent the same arise out of the sole negligence of Seller. Without limiting the generality of the foregoing, Purchaser assumes potential liability for actions brought by its employees. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive any termination whatsoever of this Agreement.

(c) To assist Purchaser in its inspection of the Property, within ten (10) days of the Effective Date Seller shall provide Purchaser with documents and information in Seller's possession relating to the Property. If this Agreement is terminated for any reason whatsoever, Purchaser shall return all such documents and information to Seller within thirty (30) days of such termination. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive termination of this Agreement.

7. **Contingencies.** Purchaser's obligation to close the sale transaction shall be contingent upon the following, which contingencies shall be conclusively deemed to have not been met or waived unless Purchaser provides written notice to Seller on or before the date specified that such contingencies have been met. Purchaser's obligation to close shall be contingent upon, but not limited to: (a) reasonable inspection and satisfaction, in Purchaser's sole and absolute discretion, with a feasibility study including, without limitation, the physical condition and attributes of the Property, soil and site conditions, demographics and availability of utilities; (b) receipt of all required approvals and ratifications needed from the Steilacoom Historical School District Board of Directors to enable acquisition of the Property in accordance with this Agreement; and (c) receipt of a market rate appraisal in compliance with RCW 28A.335.090(2).

Purchaser shall invoke the foregoing contingency on or before June 18, 2012 (the "Contingency Period"). If Purchaser determines, in Purchaser's sole and absolute discretion, that the Property is not suitable for Purchaser's intended purposes, the Purchaser shall have the right to terminate its rights and obligations with respect to the Property under this Agreement by sending written notice prior to the expiration of the Contingency Period to Seller and Escrow Agent. In such case, the Earnest Money shall be returned to Purchaser and Purchaser and Seller shall have no further obligations hereunder except those obligations that expressly survive termination of this Agreement.

8. **Further Inspection.** Purchaser acknowledges that Purchaser is relying on its own examination and inspection of all matters with respect to taxes, bonds, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the Property in Purchaser's judgment and for Purchaser's purposes, and not on any representations of Seller or of Seller's agents or employees, and Purchaser expressly waives any claim on that account.

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, or sent by U.S. certified mail, postage prepaid, return receipt requested, telecopy, or by overnight courier service, addressed as set forth below:

(a) All notices to be given to Seller shall be addressed as follows:

International Place, LLC
c/o Puget Western, Inc.
19515 North Creek Parkway
Suite 310
Bothell, WA 98011
Attn.: President
Telephone: (425) 487-6550
Facsimile No.: (425) 487-6565

with a copy to:

David N. Lombard
Jameson Babbitt Stiles & Lombard, PLLC
Suite 1900
999 Third Ave
Seattle, Washington 98104

(b) All notices to be given to Purchaser shall be addressed as follows:
Steilacoom Historical School District No. 1
510 Chambers Street
Steilacoom, WA 98388
Attn.: Mr. William Fritz, Superintendent
Telephone No.: (253) 983-2200
Fax No.: (253) 584-7198

with a copy to:
K & L Gates
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158
Attn.: Denise L. Stiffarm
Telephone No. (206) 370-7645
Facsimile No. (206) 370-6182

Either party hereto may, by proper notice to the other, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by telecopy (with evidence of receipt), or delivered by overnight courier service, or on the third day following the day such notice is mailed if mailed in accordance with this Section. Failure to deliver a copy of a notice to a "copy" party shall not affect the validity of such notice, as such copies are for the convenience of the parties only.

10. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the date of closing or until Purchaser takes possession of the Property, whichever date is earlier. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Property, or a portion thereof, prior to the date upon which Purchaser assumes the risk, Purchaser may terminate this Agreement and the Earnest Money shall be refunded; provided, however, that Purchaser shall not terminate this Agreement if Seller agrees in writing to restore the Property substantially to its present condition by the date of closing. Notwithstanding Purchaser's right to terminate this Agreement in the event of loss of or damage to all or a portion of the Property, Purchaser may elect to purchase the Property in the condition existing on the date of closing; provided, however, Seller shall not be liable to restore the Property or pay damages to Purchaser by reason of such loss or damage, but in such event Purchaser shall be entitled to the proceeds of any policies of property insurance carried by or for the benefit of Seller to the extent that such proceeds are attributable to the Property.

11. **Condemnation.** In the event that the Property is or becomes the subject of a condemnation proceeding, Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice thereof to Seller on or before the date fixed for closing, in which event Purchaser's obligations hereunder shall be null and void and of no further effect and the Earnest Money shall be returned to Purchaser. In the event that Purchaser does not so terminate this Agreement, the purchase price for the Property shall be reduced by the total of any awards or other proceeds received by Seller at or prior to closing with respect to any taking, and at closing Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking. Purchaser shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Purchaser in writing of any such Condemnation respecting the Property.

12. **Possession.** Purchaser shall be entitled to possession on closing. Purchaser's possession shall not be subject to the rights of tenants. Any leases or permits affecting the Property shall be terminated by Seller prior to closing and evidence of said termination shall be provided to Purchaser not later than five (5) days prior to closing. In the event said evidence of termination is not provided to Purchaser within the time frame described in this section, the closing date described in Section 12 below shall be extended to a date five (5) days after delivery of said evidence to Purchaser, but in no event later than June 29, 2012. As a condition to Purchaser's obligation to close the purchase of the Property, the physical condition of the Property shall be the same as on the Effective Date.

13. **Closing Agent; closing documents.**

(a) Except as provided in Section 12 above and Section 32 below, the sale shall be closed in escrow in the office of Escrow Agent no later than June 29, 2012. Purchaser and Seller shall, on demand, deposit in escrow with Escrow Agent, all instruments and moneys necessary to complete the sale in accordance with this Agreement. Except as provided in Section 12 above, if the transaction fails to close by the date set forth in this Section 13, the non defaulting party may terminate this Agreement. Closing shall occur when the deed to Purchaser is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller.

(b) **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Warranty Deed.** The Special Warranty Deed in recordable form containing the legal description of the Property in such form as will convey to Purchaser a good, marketable and indefeasible title in fee simple absolute to the Property, subject to the Permitted Exceptions and any limitations inherent in the use of a Special Warranty Deed;

Real Estate Purchase and Sale Agreement
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(ii) Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, and indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring Purchaser's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions;

(iii) Waiver of Prescriptive Claims. An instrument in recordable form and otherwise in form and substance reasonably acceptable to Purchaser pursuant to which Seller releases and waives all future prescriptive use, occupancy or title claims against Purchaser with respect to the Property, provided, however, that said instrument shall specifically retain for the benefit of Seller the right of ingress and egress in and to the Seller's remaining property across the existing driveway;

(iv) Excise Tax Affidavit. An excise tax affidavit for filing with the Pierce County Recorder at the time of recording Deed;

(v) FIRPTA Affidavit. The affidavit of non-foreign status described in Section 28 of this Agreement, as required by federal tax law;

(vi) Final Title Binder. The Final Title Binder referred to in Section 3 of this Agreement; and

(vii) Surveys. Such surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller.

(c) Delivery by Purchaser. Purchaser shall deliver the Purchase Price and the tax affidavit referred to in (b)(v) above.

14. Proration of Taxes, Rents, Etc. Taxes for the current year will be prorated as of closing. Water and other utilities, rent and other income and expense items related to the Property shall be prorated as of closing. General installment of local improvement district assessments falling due after the closing date of this Agreement shall be paid by Purchaser. Upon the request of either party, adjustments shall be made between the parties after closing for the actual amount of any prorations made on the basis of estimates as of closing.

15. Closing Costs.

(a) Seller shall pay (i) the premium for standard coverage title policy, (ii) one-half of Escrow Agent's escrow fee, (iii) the State of Washington excise tax upon the conveyance of the Property and (iv) any applicable forest land, agricultural, open space or other deferral taxes assessed against the Property. Seller shall bear its own legal fees. Seller shall pay any and all transfer, sales, gains and documentary stamp taxes or similar charges incident to conveyance of title to the Property to Purchaser.

(b) Purchaser shall pay (i) the cost of recording the conveyance of the Property, (ii) one-half of the Escrow Agent's escrow fee, and (iii) any other costs, if any, the payment of which is not expressly provided for herein, including, without limitation any additional cost for extended coverage title insurance and surveys. Purchaser shall bear its own legal fees and inspection costs.

(c) Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through Seller on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

16. Default. Time is of the essence of this Agreement. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Purchaser shall be entitled, in addition to all other remedies, to pursue any remedies permitted by law against Seller. In the event of a breach or default by Purchaser without any default by Seller or failure of any condition to Purchaser's obligations hereunder, Seller's sole and exclusive remedy shall be the retention of the Earnest Money, together with all interest earned thereon, and all amounts previously paid to it hereunder, as liquidated damages and not as a forfeiture or penalty. The parties acknowledge that in the event of such default by Purchaser, Seller will have incurred substantial but unascertainable damages and that therefore the provision herein for liquidated damages is a valid one and also complies with RCW 64.04.005(1). In the event Seller or Purchaser shall bring any suit or action to enforce this Agreement or any term or provisions hereof, the prevailing party shall be entitled to a reasonable sum as attorneys' fees and all costs and expense incurred in connection with such suit or action.

17. Oral Agreements and Representations. There are no verbal or other agreements, including, but not limited to, any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, or be liable for, any warranties or other representations made by any person, partnership, corporation or other entity unless such representations are set forth in a written instrument duly executed by Seller. Except as expressly contained in this Agreement, Seller makes no representations, warranties (express or implied), or covenants with respect to the condition of the Property, including environmental condition; Seller disclaims all warranties (express or implied); and Seller shall have no obligation to make any alterations or repairs to the Property. Purchaser shall accept the Property "AS IS," "WHERE IS," with all faults, defects, and deficiencies, whether known, unknown, patent, or latent, without recourse to Seller. Without limiting the generality of the foregoing, Seller makes no (and Purchaser acknowledges that neither Seller nor any agent of Seller has made any) representation or warranty as to the suitability of

the Property for the Purchaser's intended use, for the conduct of Purchaser's business or activities, or for any other or particular purpose whatsoever.

18. **Assignment.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. **Purchaser's Authority.** The officer or agent signing this Agreement on behalf of Purchaser hereby warrants that he or she is duly authorized to execute this Agreement on behalf of Purchaser.

20. **Non Merger.** The terms and provisions of this Agreement shall not merge into the deed, but shall survive the closing of the transaction contemplated hereunder.

21. **Repairs.** Seller shall have no obligation to make any repairs to the Property. Purchaser shall accept the Property "AS IS" at closing.

22. **Brokerage Fees.** Seller and Purchaser, respectively, represent that they have incurred no finder's fee, broker's or other commissions or similar obligations to any person in connection with the transaction which is the subject of this Agreement. Seller and Purchaser each agree to indemnify the other and the other's agents, representatives and advisors and hold them harmless from any claims for any such fees or commissions, including all costs and expenses of defending any alleged claim therefore arising out of the acts of the indemnifying party or its agents or employees.

23. **Agency Disclosure.** At the signing of this Agreement, Broker represented Seller. Purchaser and Seller each acknowledge that Broker's representation of Seller was disclosed to each of them prior to and upon execution of this Agreement.

24. **Exhibits.** Exhibits A-C, attached hereto are incorporated herein by this reference.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

26. **Governing Law.** The laws of the State of Washington shall govern this Agreement and all documents relating hereto.

27. **Termination of Agreement.** If this agreement (a) has not been signed by all parties to the Agreement, and (b) a fully executed original has not been received by Purchaser prior to 5:00PM on May 29, 2012, this Agreement shall terminate and become null and void.

28. **Internal Revenue Requirements.** Section 1445 of the Internal Revenue Code provides that a transferee of United States real property interest must deduct and withhold tax from the amount realized on the disposition if the transferor is a foreign person. Section 1445 provides an exemption from the withholding requirement where the transferor furnishes a non-foreign affidavit to the transferee. At the time of closing, Seller warrants to Purchaser that it is not a foreign person subject to withholding under Section 1445. Seller certifies the following:

A. Seller's United States taxpayer's identification number is: 26-158-4208; and

B. Seller is not a non-resident alien for the purposes of United States income taxation.

Seller declares that it has examined the certification contained in this paragraph and it is true and correct and complete to the best of its knowledge and belief.

29. **Effective Date/Timing.** The Effective Date of this Agreement shall be the date the Agreement is last signed by a party to be charged herein. Time is of the essence to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance by both of them is required as to any date set forth herein. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday under the laws of the State of Washington, then and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

30. **Drafting and Preparation.** Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction of this Agreement or any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of the same.

31. **Entitlements.** During the Contingency Period, Purchaser shall have the right to contact all applicable government agencies in connection with Purchaser's intended acquisition, construction and operation of the Property. Purchaser shall be entitled to apply for, prosecute and obtain any and all building permits and other entitlements and approvals as are necessary for Purchaser's intended construction and use. Seller shall cooperate at no expense to Seller, with Purchaser's efforts to obtain any necessary approvals including without limitation executing necessary applications therefore.

32. **Performance of Related Contracts.** Seller's member, Puget Western, Inc., and Purchaser are parties to two related Real Estate Purchase and Sale Agreements of even date herewith, one with Purchaser as seller (the "School District PSA")

Real Estate Purchase and Sale Agreement
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and one with Puget Western, Inc. as seller and Purchaser as the purchaser (the "Williamson PSA" and together with the School District PSA herein called the "Related Contracts"). The parties agree that the closing of this Agreement shall be contingent upon the concurrent closing of the Related Contracts and that the termination of this Agreement or either one of the Related Contracts shall result in the termination of this Agreement and both of the Related Contracts.

33. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

[Signatures of the Parties Appear on the Following Page]

Purchaser:

Steilacoom Historical School District No. 1

By: _____

Its: _____

Date: _____

Seller:

International Place, LLC,

By: INTERNATIONAL PLACE PG, LLC,
a Washington limited liability company
Its: Manager

By: BRYNESTAD FAMILY, LLC,
a Washington limited liability company,
Managing member

By: _____
Bart Brynestad, Sole Member

Date: _____, 2012

EXHIBIT A

LEGAL DESCRIPTION:

Lot 2, Boundary Line Adjustment No. BLA-LEE 0601, according to the survey thereof recorded March 21, 2007 under Recording Number 200703215009, Records of Pierce County Auditor.

Situate in the City of DuPont, County of Pierce, State of Washington.

EXHIBIT B

EARNEST MONEY NOTE

\$10,000.00

Bothell, Washington
_____, 2012

FOR VALUE RECEIVED, the undersigned promises to pay to Chicago Title Insurance Company the sum of Ten Thousand and No/100 Dollars (\$10,000.00) with no interest thereon, payable as follows:

Upon demand upon the satisfaction or waiver by the undersigned of all contingencies set forth in Section 7 of that certain Real Estate Purchase and Sale Agreement dated _____, 2012 between International Place, LLC, as Seller and the undersigned as Purchaser.

This Note shall bear interest at the rate of twelve percent (12%) per annum if not paid upon demand as above provided. If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this Note, the undersigned promises to pay reasonable attorneys' fees incurred thereby.

Steilacoom Historical School District No. 1

By: _____

Its: _____

Real Estate Purchase and Sale Agreement
DuPont-International Place
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EXHIBIT C

(TO BE FORMATTED FOR RECORDING WHEN PREPARED)

SPECIAL WARRANTY DEED

Grantor(s): _____
Grantee(s): _____
Abbreviated Legal: _____
Full Legal Description on page(s): _____
Assessor's Tax Parcel Number(s): _____

Grantor, _____, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, in hand paid, grants, bargains, sells and conveys to _____, ("Grantee") the following described real estate situated in the County of _____, State of Washington:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO: Easements, restrictions, reservations, covenants and agreements.

The Grantor, for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

Dated _____, 20____.

By: _____

Its: _____

STATE OF WASHINGTON)
) ss. (Corporate Acknowledgment)
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the corporation, that _____ was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, WA 98388

Resolution No. 778-05-23-12

Concerning Purchase of Real Property (Williamson Place)

THIS RESOLUTION of the Steilacoom Historical School District No. 1 is in accordance with RCW 28A.335.090(1) which provides that "the board of directors of each school district may purchase... real and personal property in the name of the district."

WHEREAS, the Board of Directors of the Steilacoom Historical School District No. 1 has determined that additional property is required to service the District's school purposes and needs;

WHEREAS, a site has been located in Pierce County, Washington, which site is commonly known as Williamson Place and is owned by Puget Western Incorporated;

WHEREAS, the property contains approximately 14.72 acres of real estate;

WHEREAS, the Steilacoom Historical School District No. 1 has come to agreement with Puget Western Incorporated regarding the sale of the site; and

WHEREAS, the sale price for the Williamson Place site is \$2,489,872.00.

NOW, THEREFORE, be it resolved that the Superintendent of the Steilacoom Historical School District is authorized to execute a Purchase and Sale Agreement with Puget Western Incorporated for the purchase of the site and to take any and all actions necessary to consummate and close the transaction set forth in the Purchase and Sale Agreement.

ADOPTED this 23rd day of May, 2012

Chair

Director

Director

Director

Director

Attested to by:

Secretary, Board of Directors

REAL ESTATE PURCHASE AND SALE AGREEMENT

Bothell, Washington
2012

Pursuant to the terms and conditions of this Real Estate Purchase and Sale Agreement ("Agreement", herein) Puget Western, Inc. a Washington corporation ("Seller"), hereby agrees to sell and convey and Steilacoom Historical School District No. 1, a Washington municipal corporation ("Purchaser"), hereby agrees to purchase and acquire all of Seller's right, title and interest in and to the real estate described on EXHIBIT A attached hereto and made a part hereof, which shall include: all of Seller's right, title and interest in and to any easements appurtenant thereto and improvements located thereon; all timber and plants now in or on the Property; all right, title and interest of Seller in and to all alleys, strips, or gores of land, if any, lying adjacent to the Property; all utilities serving the Property; all right, title and interest of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining said property (the "Property").

AGREEMENT

In consideration of the foregoing and the performance of the mutual covenants herein contained, Purchaser and Seller agree as follows:

1. **Earnest Money.** Within five (5) days of the "Effective Date" (defined in Section 29 below), Purchaser shall deliver the amount of Ten Thousand and No/100 Dollars (\$10,000.00) as "Earnest Money", to Chicago Title Insurance Company ("Title Company"), 701 Fifth Avenue, Suite 2300, Seattle, WA 98104, Attn: Scott Smouse ("Escrow Agent") in the form of a promissory note ("Note") as set forth in EXHIBIT B. The Note shall be held by the Escrow Agent for the account of Purchaser until satisfaction of the contingencies set forth in Section 7, at which time Purchaser shall deposit with the Escrow Agent cash in the principal amount of such Note representing payment of the Note. Upon satisfaction of the contingencies set forth in Section 7, the Earnest Money shall, subject to Section 32 below, be non refundable, absent Seller's material default or inability to perform the transaction contemplated hereunder, but shall be applied to the Purchase Price at closing. The Earnest Money is intended to compensate Seller for work performed to prepare the Property for sale and for the risk of taking the Property off the market and shall be non refundable except as expressly provided in this Agreement. Escrow Agent is instructed to place all cash in payment of said Note in insured, interest-bearing accounts pending closing. Any interest earned on the Earnest Money shall be for the account of Purchaser except in the event of Purchaser's default in which case it is for the account of Seller. If Purchaser terminates this Agreement prior to the end of the Contingency Period (defined below), Purchaser shall have no further obligation with regard to payment of the note.

2. **Purchase Price.** The total purchase price for the Property is Two Million Four Hundred Eighty Nine Thousand Eight Hundred Seventy Two and No/100 Dollars (\$2,489,872.00). The Earnest Money shall be credited against the Purchase Price at Closing. Purchaser agrees to pay all cash at closing (United States funds).

3. **Title Insurance.**

(a) Seller agrees to order, within two (2) days of the Effective Date, a preliminary commitment for a standard coverage owner's title insurance policy ("Preliminary Commitment"), issued by the Title Company. Title insurance shall insure that, at closing, the Property is free of encumbrances or defects, except "Permitted Exceptions", herein defined as (i) non delinquent taxes and assessments, (ii) rights reserved in federal patents or state deeds, and building, zoning or use restrictions general to the district, and (iii) such other exceptions as are approved by Purchaser or not agreed by Seller to be removed pursuant to subsection (b) of this Section 3. In the event Purchaser desires to obtain an extended coverage policy of title insurance, Purchaser shall order a preliminary commitment for such a policy from the Title Company and shall be responsible for any survey required by the Title Company. At the same time as Seller obtains the Title Commitment, the Title Company shall deliver to Purchaser true, correct and legible copies of all documents ("Title Documents") referred to in such Title Commitment as conditions or exceptions to title to the Property (such title insurance policy commitment and Title Documents are collectively referred to herein as the "Title Binder").

(b) Purchaser shall give written notice to Seller of any defects or encumbrances in Seller's title, other than Permitted Exceptions, to which Purchaser objects. Such notice will be given on or before ten (10) days before the end of the Contingency Period. Seller shall have the option of curing such defects and encumbrances to which Purchaser objects prior to closing. In the event Seller elects not to cure such defects or encumbrances, Seller shall provide notification of the election not to cure such defects or encumbrances on or before five (5) days following receipt of Purchaser's notice described above in this subsection b, Purchaser must elect to accept such defects or encumbrances in Seller's title if Seller declines to cure (which defects shall thereafter be deemed Permitted Exceptions) or, alternatively, elect to terminate this Agreement within five (5) days of Seller's notification not to cure. In the event Purchaser so elects to terminate this Agreement, Escrow Agent shall refund the Earnest Money to Purchaser less expenses incurred which are chargeable to Purchaser hereunder, and any and all rights or obligations of Seller and Purchaser under this Agreement shall terminate and be of no further force or effect.

(c) Seller shall instruct Title Company to deliver to Purchaser as soon as practicable after closing, at Seller's expense, a standard form owner's policy of title insurance, insuring Purchaser's fee simple title to the Property in the face amount of the purchase price containing no exceptions other than the form printed exceptions and the Permitted Exceptions ("Title Policy"). The Title Policy shall contain endorsements as Purchaser may require at Purchaser's sole cost and expense. Purchaser's obligation to close this transaction shall be contingent on Purchaser's receipt of the Title Policy.

Real Estate Purchase and Sale Agreement
DuPont-Williamson Place
Steilacoom Historical School District No. 1

Initials _____ Initials _____

4. **Conveyance of Title.** Upon closing, Seller shall deliver to Purchaser a Special Warranty Deed to the Property in form and content as attached hereto, marked EXHIBIT C, and such other documents as are reasonably required to complete the closing pursuant to this Agreement.

5. **Seller's Representations.** Seller covenants and represents to Purchaser as follows as of the date of this Agreement, and again as of the date of closing:

(a) To the best of Seller's knowledge, neither the entering into of this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon Seller and will not violate any applicable law, order, rule or regulation of any governmental authority. To the best of Seller's knowledge, there is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental instrumentality. To the best of Seller's knowledge, no approval, consent, order or authorization of or designation, registration or filing (other than for personal purposes) with any governmental authority is required in connection with the due and valid execution and delivery of this Agreement by Seller to allow compliance with the provisions hereof by Seller and consummation of the transaction contemplated hereby by Seller.

(b) Neither the whole nor any portion of the Property is subject to temporary requisition or use by governmental authority nor has been condemned nor taken in any proceeding similar to a condemnation proceeding. To the best of Seller's knowledge, no such proceeding is contemplated.

(c) Seller has no knowledge, nor has Seller received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property. Seller authorizes Purchaser to make the necessary searches for any such violations. Seller has not received any written notices from any federal, state or municipal authority of any lawsuits or judgments relating to violations of the Property and Seller will promptly notify Purchaser if it receives such notice.

(d) Seller has not received any written notice of any default or breach by Seller under any covenants, conditions, restrictions, rights-of-way or easements affecting the Property or any portion thereof.

(e) No special assessments have been levied or, to the best of Seller's knowledge, are pending against all or any part of the Property.

(f) To the best of Seller's knowledge, neither the Property nor any portion thereof is located in a flood plain or special hazard area as designated by any federal, state or local government body or agency.

(g) To the best of Seller's knowledge, there are no underground storage tanks on the Property nor have underground tanks been removed from the Property.

(h) Seller has not caused or permitted its business at the Property to use, generate, deposit, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process "Hazardous Substances" (as defined below) or other dangerous or toxic substances or solid waste, except in compliance with all applicable federal, state and local laws or regulations and has not caused or permitted and has no knowledge of the "Release" (as defined below) of any Hazardous Substances on or off the Property which might affect the Property. Seller has no knowledge of any substances or conditions on or off the Property which may support a claim or cause of action against the owner of the Property, whether by a governmental agency or body, private party or individual, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (the "Superfund Act"), the Resource Conservation and Recovery Act of 1976, the Toxic Substances Control Act, the Model Toxics Control Act - Level ("MTCA") or any other federal, state or local environmental statutes, regulations, ordinances or regulatory requirements. For purposes of this paragraph, the definition of the terms "Hazardous Substances" and "Release" shall be those used in the MTCA and that the definition of the term "Hazardous Substances" shall include petroleum and related by-products and hydrocarbons.

(i) To the best of Seller's knowledge, Seller has good and marketable title to the Property, free and clear of all liens, security interests, encumbrances, leases and restrictions of every kind and description, except the Permitted Exceptions.

(j) To the best of Seller's knowledge, except for Seller, there are no persons in possession or occupancy to the Property or any part thereof, nor are there any persons who have possessory or other rights or claims with respect to the Property or any part thereof.

In the event any of the representations contained herein become unilaterally untrue as of the date of closing as a result of information received by Seller or occurrences subsequent to the date hereof, Seller shall promptly notify Purchaser and Purchaser may elect to (i) waive any objections and proceed with closing or (ii) terminate this Agreement, in which event the Note (or funds, if the Note has been paid) shall be returned to Purchaser, the "Related Contracts" (as defined in Section 32) and all obligations of Seller and Purchaser hereunder and under the Related Contracts shall terminate and be of no further force or effect except for the "purchaser's obligations" under Section 6(b) of this Agreement and of the Related Contracts.

6. **Inspection.**

(a) Purchaser shall have the right to enter the Property at any time during the term of this Agreement at its own risk and expense in order to make or cause to be made an inventory and inspection of the physical condition of the Property as well as to make or cause to be made a study of applicable zoning, regulations, laws and ordinances affecting the Property.

(b) As a condition of such right of entry, Purchaser agrees to defend, indemnify and save Seller harmless from all liability and expense (including attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller, its agents or employees by any person or entity as a result of or on account of actual or alleged injuries or damages to persons, entities and/or property received or sustained, or alleged to have been received or sustained, in any way arising out of, in connection with, or as a result of the acts or omissions of Purchaser, its agents or employees, in exercising its rights under the right of entry granted herein unless and except to the extent the same arise out of the sole negligence of Seller. Without limiting the generality of the foregoing, Purchaser assumes potential liability for actions brought by its employees. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive any termination whatsoever of this Agreement.

(c) To assist Purchaser in its inspection of the Property, within ten (10) days of the Effective Date Seller shall provide Purchaser with documents and information in Seller's possession relating to the Property. If this Agreement is terminated for any reason whatsoever, Purchaser shall return all such documents and information to Seller within thirty (30) days of such termination. Notwithstanding anything to the contrary in this Agreement, this obligation shall survive termination of this Agreement.

7. **Contingencies.** Purchaser's obligation to close the sale transaction shall be contingent upon the following, which contingencies shall be conclusively deemed to have not been met or waived unless Purchaser provides written notice to Seller on or before the date specified that such contingencies have been met. Purchaser's obligation to close shall be contingent upon, but not limited to: (a) reasonable inspection and satisfaction, in Purchaser's sole and absolute discretion, with a feasibility study including, without limitation, the physical condition and attributes of the Property, soil and site conditions, demographics and availability of utilities; (b) receipt of all required approvals and ratifications needed from the Steilacoom Historical School District Board of Directors to enable acquisition of the Property in accordance with this Agreement; and (c) receipt of a market rate appraisal in compliance with RCW 28A.335.090(2).

Purchaser shall invoke the foregoing contingency on or before June 18, 2012 (the "Contingency Period"). If Purchaser determines, in Purchaser's sole and absolute discretion, that the Property is not suitable for Purchaser's intended purposes, the Purchaser shall have the right to terminate its rights and obligations with respect to the Property under this Agreement by sending written notice prior to the expiration of the Contingency Period to Seller and Escrow Agent. In such case, the Earnest Money shall be returned to Purchaser and Purchaser and Seller shall have no further obligations hereunder except those obligations that expressly survive termination of this Agreement.

8. **Further Inspection.** Purchaser acknowledges that Purchaser is relying on its own examination and inspection of all matters with respect to taxes, bonds, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the Property in Purchaser's judgment and for Purchaser's purposes, and not on any representations of Seller or of Seller's agents or employees, and Purchaser expressly waives any claim on that account.

9. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, or sent by U.S. certified mail, postage prepaid, return receipt requested, telecopy, or by overnight courier service, addressed as set forth below:

(a) All notices to be given to Seller shall be addressed as follows:

Puget Western, Inc.
19515 North Creek Parkway
Suite 310
Bothell, WA 98011
Attn.: President
Telephone: (425) 487-6550
Facsimile No.: (425) 487-6565

with a copy to:

David N. Lombard
Jameson Babbitt Stiles & Lombard, PLLC
Suite 1900
999 Third Ave
Seattle, Washington 98104

(b) All notices to be given to Purchaser shall be addressed as follows:

Steilacoom Historical School District No. 1
510 Chambers Street
Steilacoom, WA 98388
Attn.: Mr. William Fritz, Superintendent
Telephone No.: (253) 983-2200
Fax No.: (253) 584-7198

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with a copy to:

K & L Gates
925 Fourth Avenue, Suite 2900
Seattle, WA 98104-1158
Attn.: Denise L. Stiffarm
Telephone No. (206) 370-7645
Facsimile No. (206) 370-6182

Either party hereto may, by proper notice to the other, designate such other address, or facsimile telephone number for the giving of notices as deemed necessary. All notices shall be deemed given on the day each such notice is personally delivered, transmitted by telecopy (with evidence of receipt), or delivered by overnight courier service, or on the third day following the day such notice is mailed if mailed in accordance with this Section. Failure to deliver a copy of a notice to a "copy" party shall not affect the validity of such notice, as such copies are for the convenience of the parties only.

10. **Risk of Loss.** Risk of loss of or damage to the Property shall be borne by Seller until the date of closing or until Purchaser takes possession of the Property, whichever date is earlier. Thereafter, Purchaser shall bear the risk of loss. In the event of loss of or damage to the Property, or a portion thereof, prior to the date upon which Purchaser assumes the risk, Purchaser may terminate this Agreement and the Earnest Money shall be refunded; provided, however, that Purchaser shall not terminate this Agreement if Seller agrees in writing to restore the Property substantially to its present condition by the date of closing. Notwithstanding Purchaser's right to terminate this Agreement in the event of loss of or damage to all or a portion of the Property, Purchaser may elect to purchase the Property in the condition existing on the date of closing; provided, however, Seller shall not be liable to restore the Property or pay damages to Purchaser by reason of such loss or damage, but in such event Purchaser shall be entitled to the proceeds of any policies of property insurance carried by or for the benefit of Seller to the extent that such proceeds are attributable to the Property.

11. **Condemnation.** In the event that the Property is or becomes the subject of a condemnation proceeding, Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice thereof to Seller on or before the date fixed for closing, in which event Purchaser's obligations hereunder shall be null and void and of no further effect and the Earnest Money shall be returned to Purchaser. In the event that Purchaser does not so terminate this Agreement, the purchase price for the Property shall be reduced by the total of any awards or other proceeds received by Seller at or prior to closing with respect to any taking, and at closing Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable by reason of any taking. Purchaser shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Purchaser in writing of any such Condemnation respecting the Property.

12. **Possession.** Purchaser shall be entitled to possession on closing. Purchaser's possession shall not be subject to the rights of tenants. Any leases or permits affecting the Property shall be terminated by Seller prior to closing and evidence of said termination shall be provided to Purchaser not later than five (5) days prior to closing. In the event said evidence of termination is not provided to Purchaser within the time frame described in this section, the closing date described in Section 13 below shall be extended to a date five (5) days after delivery of said evidence to Purchaser, but in no event later than June 29, 2012. As a condition to Purchaser's obligation to close the purchase of the Property, the physical condition of the Property shall be the same as on the Effective Date.

13. **Closing Agent; closing documents.**

(a) Except as provided in Section 12 above and Section 32 below, the sale shall be closed in escrow in the office of Escrow Agent no later than June 29, 2012. Purchaser and Seller shall, on demand, deposit in escrow with Escrow Agent, all Instruments and moneys necessary to complete the sale in accordance with this Agreement. Except as provided in Section 12 above, if the transaction fails to close by the date set forth in this Section 13, the non defaulting party may terminate this Agreement. Closing shall occur when the deed to Purchaser is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller.

(b) **Documents to be Delivered by Seller.** For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Purchaser at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Warranty Deed.** The Special Warranty Deed in recordable form containing the legal description of the Property in such form as will convey to Purchaser a good, marketable and indefeasible title in fee simple absolute to the Property, subject to the Permitted Exceptions and any limitations inherent in the use of a Special Warranty Deed;

(ii) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, and indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring Purchaser's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions;

(iii) **Waiver of Prescriptive Claims.** An instrument in recordable form and otherwise in form and substance reasonably acceptable to Purchaser pursuant to which Seller releases and waives all future prescriptive use, occupancy

or title claims against Purchaser with respect to the Property, provided, however, that said instrument shall specifically retain for the benefit of Seller the right of ingress and egress in and to the Seller's remaining property across the existing driveway;

(iv) Excise Tax Affidavit. An excise tax affidavit for filing with the Pierce County Recorder at the time of recording Deed;

(v) EURPTA Affidavit. The affidavit of non-foreign status described in Section 28 of this Agreement, as required by federal tax law;

(vi) Final Title Binder. The Final Title Binder referred to in Section 3 of this Agreement; and

(vii) Surveys. Such surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller.

(c) Delivery by Purchaser. Purchaser shall deliver the Purchase Price and the tax affidavit referred to in (b)(v) above.

14. Proration of Taxes, Rents, Etc. Taxes for the current year will be prorated as of closing. Water and other utilities, rent and other income and expense items related to the Property shall be prorated as of closing. General installment of local improvement district assessments falling due after the closing date of this Agreement shall be paid by Purchaser. Upon the request of either party, adjustments shall be made between the parties after closing for the actual amount of any prorations made on the basis of estimates as of closing.

15. Closing Costs.

(a) Seller shall pay (i) the premium for standard coverage title policy, (ii) one-half of Escrow Agent's escrow fee, (iii) the State of Washington excise tax upon the conveyance of the Property and (iv) any applicable forest land, agricultural, open space or other deferral taxes assessed against the Property. Seller shall bear its own legal fees. Seller shall pay any and all transfer, sales, gains and documentary stamp taxes or similar charges incident to conveyance of title to the Property to Purchaser.

(b) Purchaser shall pay (i) the cost of recording the conveyance of the Property, (ii) one-half of the Escrow Agent's escrow fee, and (iii) any other costs, if any, the payment of which is not expressly provided for herein, including, without limitation any additional cost for extended coverage title insurance and surveys. Purchaser shall bear its own legal fees and inspection costs.

(c) Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through Seller on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

16. Default. Time is of the essence of this Agreement. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Purchaser shall be entitled, in addition to all other remedies, to pursue any remedies permitted by law against Seller. In the event of a breach or default by Purchaser without any default by Seller or failure of any condition to Purchaser's obligations hereunder, Seller's sole and exclusive remedy shall be the retention of the Earnest Money, together with all interest earned thereon, and all amounts previously paid to it hereunder, as liquidated damages and not as a forfeiture or penalty. The parties acknowledge that in the event of such default by Purchaser, Seller will have incurred substantial but unascertainable damages and that therefore the provision herein for liquidated damages is a valid one and also complies with RCW 64.04.005(1). In the event Seller or Purchaser shall bring any suit or action to enforce this Agreement or any term or provisions hereof, the prevailing party shall be entitled to a reasonable sum as attorneys' fees and all costs and expense incurred in connection with such suit or action.

17. Oral Agreements and Representations. There are no verbal or other agreements, including, but not limited to, any representations or warranties, which modify or affect this Agreement. Seller shall not be bound by, or be liable for, any warranties or other representations made by any person, partnership, corporation or other entity unless such representations are set forth in a written instrument duly executed by Seller. Except as expressly contained in this Agreement, Seller makes no representations, warranties (express or implied), or covenants with respect to the condition of the Property, including environmental condition; Seller disclaims all warranties (express or implied); and Seller shall have no obligation to make any alterations or repairs to the Property. Purchaser shall accept the Property "AS IS," "WHERE IS," with all faults, defects, and deficiencies, whether known, unknown, patent, or latent, without recourse to Seller. Without limiting the generality of the foregoing, Seller makes no (and Purchaser acknowledges that neither Seller nor any agent of Seller has made any) representation or warranty as to the suitability of the Property for the Purchaser's intended use, for the conduct of Purchaser's business or activities, or for any other or particular purpose whatsoever.

18. Assignment. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

19. Purchaser's Authority. The officer or agent signing this Agreement on behalf of Purchaser hereby warrants that he or she is duly authorized to execute this Agreement on behalf of Purchaser.

Real Estate Purchase and Sale Agreement
DuPont-Williamson Place
Stellacoom Historical School District No. 1

Initials _____ Initials _____

20. **Non Merger.** The terms and provisions of this Agreement shall not merge into the deed, but shall survive the closing of the transaction contemplated hereunder.

21. **Repairs.** Seller shall have no obligation to make any repairs to the Property. Purchaser shall accept the Property "AS IS" at closing.

22. **Brokerage Fees.** Seller and Purchaser, respectively, represent that they have incurred no finder's fee, broker's or other commissions or similar obligations to any person in connection with the transaction which is the subject of this Agreement. Seller and Purchaser each agree to indemnify the other and the other's agents, representatives and advisors and hold them harmless from any claims for any such fees or commissions, including all costs and expenses of defending any alleged claim therefore arising out of the acts of the indemnifying party or its agents or employees.

23. **Agency Disclosure.** Intentionally Omitted.

24. **Exhibits.** Exhibits A-C, attached hereto are incorporated herein by this reference.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

26. **Governing Law.** The laws of the State of Washington shall govern this Agreement and all documents relating hereto.

27. **Termination of Agreement.** If this agreement (a) has not been signed by all parties to the Agreement, and (b) a fully executed original has not been received by Purchaser prior to 5:00PM on May 29, 2012, this Agreement shall terminate and become null and void.

28. **Internal Revenue Requirements.** Section 1445 of the Internal Revenue Code provides that a transferee of United States real property interest must deduct and withhold tax from the amount realized on the disposition if the transferor is a foreign person. Section 1445 provides an exemption from the withholding requirement where the transferor furnishes a non-foreign affidavit to the transferee. At the time of closing, Seller warrants to Purchaser that it is not a foreign person subject to withholding under Section 1445. Seller certifies the following:

A. Seller's United States taxpayer's identification number is: 91-071-6282; and

B. Seller is not a non-resident alien for the purposes of United States income taxation.

Seller declares that it has examined the certification contained in this paragraph and it is true and correct and complete to the best of its knowledge and belief.

29. **Effective Date/Timing.** The Effective Date of this Agreement shall be the date the Agreement is last signed by a party to be charged herein. Time is of the essence to both Seller and Purchaser in the performance of this Agreement, and they have agreed that strict compliance by both of them is required as to any date set forth herein. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday under the laws of the State of Washington, then and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday or a legal holiday.

30. **Drafting and Preparation.** Each party has cooperated and participated in the drafting and preparation of this Agreement. Therefore, in any construction of this Agreement or any of its terms, both parties shall be construed to be equally responsible for the drafting and preparation of the same.

31. **Entitlements.** During the Contingency Period, Purchaser shall have the right to contact all applicable government agencies in connection with Purchaser's intended acquisition, construction and operation of the Property. Purchaser shall be entitled to apply for, prosecute and obtain any and all building permits and other entitlements and approvals as are necessary for Purchaser's intended construction and use. Seller shall cooperate at no expense to Seller, with Purchaser's efforts to obtain any necessary approvals including without limitation executing necessary applications therefore.

32. **Performance of Related Contracts.** Seller and Purchaser are parties to two related Real Estate Purchase and Sale Agreements of even date herewith, one with Seller as purchaser (the "School District PSA") and one with the seller being International Place, LLC, a Washington limited liability company, of which Seller is a member (the "International PSA" and together with the School District PSA herein called the "Related Contracts"). The parties agree that the closing of this Agreement shall be contingent upon the concurrent closing of the Related Contracts and that the termination of this Agreement or either one of the Related Contracts shall result in the termination of this Agreement and both of the Related Contracts.

33. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

[Signatures of the Parties Appear on the Following Page]

Real Estate Purchase and Sale Agreement
DuPont-Williamson Place
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Initials _____ Initials _____

Purchaser:

Steilacoom Historical School District No. 1

By: _____

Its: _____

Date: _____

Seller:

Puget Western, Inc.

By: _____

Its: President

Date: _____, 2012

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520440102500552519.DOC.V6 DNL

Initials _____

Initials _____

EXHIBIT A

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, and 5 of Williamson Plat, as per plat recorded December 5, 2005 under Recording No. 200512055001, Records of Pierce County Washington.

Situate in the City of DuPont, County of Pierce, State of Washington

EXHIBIT B
EARNEST MONEY NOTE

\$10,000.00

Bothell, Washington
_____, 2012

FOR VALUE RECEIVED, the undersigned promises to pay to Chicago Title Insurance Company, 701 Fifth Avenue, Suite 2300, Seattle, WA 98104, the sum of Ten Thousand and No/100 Dollars (\$10,000.00) with no interest thereon, payable as follows:

Upon demand upon the satisfaction or waiver by the undersigned of all contingencies set forth in Section 7 of that certain Real Estate Purchase and Sale Agreement dated _____, 2012 between Puget Western, Inc. as Seller and the undersigned as Purchaser.

This Note shall bear interest at the rate of twelve percent (12%) per annum if not paid upon demand as above provided. If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the principal or interest of this Note, the undersigned promises to pay reasonable attorneys' fees incurred thereby.

Stellacoom Historical School District No. 1

By: _____

Its: President

Real Estate Purchase and Sale Agreement
DuPont-Williamson Place
Stellacoom Historical School District No. 1

Initials _____ Initials _____

EXHIBIT C

(TO BE FORMATTED FOR RECORDING WHEN PREPARED)

SPECIAL WARRANTY DEED

Grantor(s):
Grantee(s):
Abbreviated Legal: _____
Full Legal Description on page(s): _____
Assessor's Tax Parcel Number(s): _____

Grantor, _____, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable consideration, in hand paid, grants, bargains, sells and conveys to _____, ("Grantee") the following described real estate situated in the County of Pierce, State of Washington:

See Exhibit "A" attached hereto and made a part hereof by this reference.

SUBJECT TO: Easements, restrictions, reservations, covenants and agreements.

The Grantor, for itself and for its successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

Dated _____, 20____.

By: _____

Its: _____

STATE OF WASHINGTON)
) ss. (Corporate Acknowledgment)
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was duly elected, qualified and acting as said officer of the corporation, that _____ was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, WA 98388

Resolution No. 772-05-23-12

SURPLUS OF PROPERTY

A RESOLUTION of the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, to surplus certain District property, located at 1314 Nisqually Street, Steilacoom, in Pierce County, Washington, consisting of 0.17 acres and described on Exhibit A attached hereto (the "Property"), and to authorize the District to proceed under RCW 28A.335.120 regarding the disposition of the Property.

WHEREAS, the Board of Directors has the statutory responsibility to find property surplus or not, and the authority to dispose of property that is determined to be no longer required for school purposes; and

WHEREAS, the Board of Directors has determined that the Property is no longer required for school purposes.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, does hereby declare that the Property is no longer needed for school purposes and that the Property is "surplus."

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT, having declared the Property as "surplus," the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, does hereby authorize the District to publish notices, hold a public hearing, and take such other actions as are required under RCW 28A.335.120 regarding the disposition of the Property.

ADOPTED by the Board of Directors of the Steilacoom Historical School District No. 1, Pierce County, Washington, at its regular meeting on May 23, 2012.

STEILACOOM HISTORICAL SCHOOL DISTRICT NO. 1

BY: _____
Chair

Vice-Chair

Director

Director

Director

ATTEST

William Fritz, Board Secretary/Superintendent

EXHIBIT A

LEGAL DESCRIPTION

Section 06, Township 19, Range 02, Quarter 12, BALCHS: BALCHS L 4 B21.

Located in Steilacoom, Pierce County, Washington and having a tax parcel identification number of 2305000640.

Steilacoom Historical School District No. 1
510 Chambers
Steilacoom, WA 98388

Resolution No. 775-05-23-12

2011-2013 Energy Operational Cost Savings Improvement Grants

WHEREAS, the Office of Superintendent of Public Instruction (OSPI) has announced that Steilacoom School District (District) is awarded project funding based on an OSPI 2011-2013 Energy Operational Cost Savings Improvement grant application submitted by the district;

WHEREAS, the OSPI requires districts who are awarded Energy Operational Cost Savings Improvement Grants to approve and submit evidence of the following before the final award, release or availability of the award funds:

- a. Signatures of individual(s) authorized by the district to sign documents for said project;
- b. Assurance that the district will follow all applicable laws and regulations pertaining to energy performance contracting and applicable public works laws;
- c. Certification that all funds will be used as intended in the grant award and as identified in the grant application;
- d. Assurance that project schedule milestones, as indicated in the grant application, for design completion May 23, 2012, start of construction May 21, 2012 and project completion August 29, 2012 will be adhered to, to the best of the district's ability;
- e. Commitment to provide to the OSPI the Energy Service Proposal for ESCO projects for the work to be done under this grant;
- f. Commitment to provide to the OSPI the executed contract for design and construction services for the work to be done under this grant;
- g. Commitment to provide to the OSPI the following two documents from the Energy Services Company or the Energy Consultant:
 1. The "Notice of Commencement of Energy Savings" immediately following project acceptance, and;
 2. The "Monitoring and Verification Report" within four months following the end of the performance period.

THEREFORE BE IT RESOLVED that the **Board of Directors** (Board) of Steilacoom School District intends to comply with all OSPI requirements as set forth above; and

furthermore, BE IT RESOLVED that the **Board** authorizes Executive Director of Finance & Operations, LeeRae Ball or Superintendent, Bill Fritz to sign documents relating to the Energy Operational Cost Saving Improvement Grants project, and

further, BE IT RESOLVED that the **Board** assures the OSPI that the district will follow all applicable laws and regulations pertaining to energy savings performance contracting and public works projects, and

further, BE IT RESOLVED that the **Board** certifies that all funds will be used as intended in the grant award and as identified in the grant application; and

further BE IT RESOLVED that the **Board** assures that the project schedule milestones, design completion May 23, 2012, start of construction May 21, 2012 and project completion August 29, 2012 will be adhered to, to the best of the district's ability; and

further BE IT RESOLVED that the Board commits to provide to the OSPI the Energy Service Proposal for ESCO projects and copies of the executed contracts for design and construction services for the work done under this grant; and

further BE IT RESOLVED that the Board commits to provide to the OSPI the following documents:

1. the "Notice of Commencement of Energy Savings" immediately following project acceptance, and;
2. the "Monitoring and Verification Report" within four months following the end of the performance period.

APPROVED by the Board of Directors of Steilacoom Historical School District, Pierce County, Washington, in a meeting thereof held on May 23, 2012.

Chair, Board of Directors

Director

Director

Director

Director

ATTEST:

Secretary, Board of Directors