**ALDERWOOD SOUTH SITE**

DRAFT TERMS SHEET

March, 2019

Thank you for your interest in purchasing the Alderwood South Property. This Draft Terms Sheet is provided to suggest some of the material terms upon which the District may negotiate a transaction. **Please provide a redline version in your response for ease of tracking proposed changes.** This Draft Terms Sheet does not constitute any binding agreement with the Edmonds School District #15.

**Purchaser:** Please identify the proposed purchasing entity and principal owners of the Purchaser.

**Purchase Price:** \_\_\_\_\_\_\_\_\_\_ Million, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_,\_\_\_,\_\_\_), paid, in cash, at Closing.

**Site Program:** Please describe, in as much detail as practical, your anticipated program for the site. To the extent available, please provide any available visual illustrations of your proposed project program.

**Earnest Money**

**Deposit:** The District requests an earnest money cash deposit of 5% of the proposed purchase price. The earnest money deposit will be delivered to escrow within five (5) business days of the execution of a binding Purchase and Sale Agreement and will be held in an interest bearing account with the interest accruing to the Purchaser’s benefit. Upon Purchaser’s waiver of Contingencies, the Deposit will be non-refundable to Purchaser.

**Purchase and**

**Sale Agreement:** The District will draft a Purchase and Sale Agreement. Parties to the transaction will negotiate in good faith and enter into a mutually acceptable Purchase and Sale Agreement for the sale of the Property. The Agreement will be subject to the approval of both the District and the Purchaser.

**Contingencies:** Purchaser’s obligation to close the transaction will be subject to Purchaser’s evaluation of the Property, at Purchaser’s sole expense. **Please state the minimum time period Purchaser will require, from the date of mutual execution of a Purchase and Sale Agreement, to complete Purchaser’s feasibility analysis of the Property.**

**Closing:** Please state the Purchaser’s proposed closing of the transaction (“Closing”). Closing should be stated as the number of days after Purchaser’s waiver of Contingencies.

**Possession:** Please confirm Purchaser intends to take possession of the Property upon Closing of the transaction.

**Transaction Costs:** Transaction costs will be allocated in a manner consistent with Snohomish County custom, with the District paying any real estate excise tax due and the premium for standard coverage title insurance, and Purchaser paying for extended coverage title insurance and deed recording fees. Property Taxes (as applicable) and other obligations and revenue will be prorated based on the date of Closing. Escrow fees and other costs will be shared evenly. Each party will pay its own legal and consultant fees, including brokerage commissions.

**Agency Disclosure:** The District, as Seller, is exclusively represented by Blue Sky Development Services LLC and Long Bay Enterprises, Inc. Please identify Purchaser’s exclusive real estate broker, if any. Seller and Purchasers shall be responsible to pay their own brokerage commissions, if any. All parties hereto recognize such agency disclosure and receipt of the pamphlet entitled Law of Real Estate Agency as required Washington State Law RCW 18.86.030

This Draft Terms Sheet is solely intended as a summary of basic economic terms and conditions of a potential transaction. It is understood and agreed that neither party is under a binding obligation to the other until the due execution of a definitive Purchase and Sale Agreement.