

January 16, 1995

Introduced By:

Pete von Reichbauer
Jane Hague
Rob McKenna
Bruce Laing

JKH/RJC/Phase2

Proposed No.:

95-801

ORDINANCE NO. **12112**

AN ORDINANCE making an appropriation of \$4,200,000 to the Regional Justice Center Construction Fund for costs associated with the purchase of land in Bellevue for the potential Phase II Justice Center, and amending Ordinance No. 11578, Section 117, and Attachment 1.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$4,200,000 to the Regional Justice Center Construction Fund, Capital Improvement Program (CIP) Project No. 346102 - Regional Justice Center from unencumbered fund balance for the costs associated the purchase of land in Bellevue for the potential Phase II Justice Center.

SECTION 2. Ordinance 11578, Section 117 as amended, is hereby amended by adding thereto and inserting therein the following:

From the several capital improvement project funds there are hereby appropriated and authorized to be disbursed the following:

<u>Fund</u>	<u>Capital Fund</u>	
346	Regional Justice Center Construction	\$ 4,200,000

SECTION 3. Ordinance 11578, attachment 2, is hereby amended by adding thereto and inserting therein the following:

<u>Fund</u>	<u>Project</u>	<u>Description</u>	
346	346102	South County RJC	\$ 4,200,000

SECTION 4. The Metropolitan King County Council hereby authorizes the Executive to enter into a contract to purchase the real property commonly known as the Chaffey Site for the amount up to but not exceeding \$4,125,000 and to execute the necessary documents and deliver to King County the real property legally described in Attachment A. This property shall be landbanked for the present. In the future, it shall be used either for the siting of the Phase II Regional Justice Center, if at a later date King

1 County determines to site the facility at this location, or the property shall be sold and the
2 proceeds used for other purposes consistent with the allowable uses of the Regional Justice
3 Center Construction Fund. This purchase in no respect constitutes a decision as to the
4 future siting of the Phase II Regional Justice Center.

5 Section 5. The Metropolitan King County Council hereby directs the Executive to
6 research whether a midrise facility in Bellevue's Central Business District would be an
7 acceptable alternative configuration and site for the Phase II Regional Justice Center.

8 Section 6. As a first stage of such research, the Metropolitan King County Council
9 directs the Executive to consult with the City of Bellevue, Bellevue Downtown
10 Association, Citizens for Alternative Regional Sites, Surrey Downs Community Club and
11 other interested parties in searching for and evaluating potential sites within the Bellevue
12 Central Business District. The criteria for such evaluation shall include but not be limited
13 to the total costs of construction, availability of public transportation, mitigation costs,
14 compatibility with growth management and comprehensive plan goals, availability of
15 services related to use of the Regional Justice Center, and integration within the existing
16 community. The Executive is directed to report back to the Council within six months of
17 the date of adoption of this ordinance with a recommendation of at least one potential site
18 within the Bellevue Central Business District for further study and comparison with the
19 Chaffey Site.

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Section 7. Final site selection by the Metropolitan King County Council for the Phase II Regional Justice Center shall be made only after the Executive has presented the above-referenced report and recommendation to the Council.

INTRODUCED AND READ for the first time this 8th day of

January, 1996

PASSED by a vote of 10 to 2 on this 16th day of January, 1996

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

APPROVED this 29th day of January, 1996

Ray Locke
King County Executive

Attachments: A.

ATTACHMENT A 12112

COMMERCIAL AND INVESTMENT REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING.
NO REPRESENTATION IS MADE BY AGENT AS TO ITS LEGAL SUFFICIENCY, EFFECT, OR TAX CONSEQUENCES.

Date: August 18, 1995

The undersigned Buyer, King County, a political subdivision of the State of Washington
agrees to buy and Seller agrees to sell, on the following terms, the Property commonly known as 1412 116th Avenue Northeast and 1440 116th Avenue Northeast in the City of Bellevue, King County, Washington

legally described as: Lots 3 and 4 of Bellevue Short Plat No. 78-43 as recorded under Auditor's File No. 7807030722, records of King County, Washington; EXCEPT the south 10 feet thereof being Assessor's Tax Account Nos. 2825059291 and 2825059292; herein known as the Chaffey Property of 5.05 acres, more or less; AND that portion of the south 267.6 feet of the north 634.7 feet of the NW 1/4 of the SW 1/4 of Section 28, Township 25 North, Range 5 East, W. M., lying westerly of Northern Pacific Railroad Right of Way; LESS the north 242 feet of the west 250 feet of the west 450 feet thereof, in King County, Washington; being Assessor's Tax Account No. 2825059015, herein known as the Kem/Smith property of 1.58 acres, more or less. Also Puget Sound tax parcel 2825059184 (see Addendum)

(Buyer and Seller authorize Agent or Closing Agent to insert and by to insert over their signatures, the legal description of the property.)

1. PURCHASE PRICE. The total purchase price is Three Million Eight Hundred Twenty-five Thousand Dollars (\$ 3,825,000.00), including the earnest money, payable as attached as follows:

ALL CASH AT CLOSING PM

PM
8/28/95
PM

2. FINANCING. Buyer's obligation to close is is not conditioned upon Buyer obtaining a written commitment for financing. If it is, the financing shall be in an amount less than N/A percent (N/A %) of the purchase price, with interest thereon not to exceed N/A percent (%) per year amortized on a monthly payment schedule over not less than N/A () years. Placement fee and points shall not be more than percent (%) of the principal amount of the financing. Buyer shall make immediate application for said commitment, pay required costs and make a good faith effort to procure such financing. Buyer shall give Agent notice that this condition is satisfied or waived on or before () days following Seller's execution of Agreement. See addendum Page 5, Paragraph 2 A

3. CONDITION OF TITLE. Unless otherwise specified in the Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area; easements and encroachments not materially affecting the value of or unduly interfering with Buyer's intended use of the property; and reserved oil and/or mining rights. Monetary encumbrances not assumed by Buyer shall be paid by the Seller on or before closing.

4. TITLE INSURANCE. Seller authorizes Lender or Closing Agent, at Seller's expense, to apply for an ALTA or comparable extended coverage buyer's policy of title insurance. The preliminary commitment therefor, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions standard to that extent form. If title cannot be made so insurable prior to closing date, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer less any costs described in Paragraph 21 hereof, and this Agreement shall thereupon be terminated.

5. CLOSING OF SALE. This sale shall be closed on or before October 31, 19 95 by First American Title Co. Buyer and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with Agreement. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Funds held in reserve or other accounts pursuant to escrow instructions shall be deemed available to Seller.
In the event that this sale cannot be closed by the above date, because of the inability of either party, the escrow agent, title insurance company, financing institution or broker to sign and/or deliver any necessary document or deposit any necessary money; because of interruption of air or other available transportation; strikes, fire, extreme weather, government regulations; incapacitating illness; acts of God; or similar occurrences; the closing date shall be extended seven days beyond cessation of such condition, but no event more than thirty days beyond the closing date provided herein.

6. CLOSING COSTS. Seller and Buyer shall each pay one-half of escrow fees. Taxes for the current year; insurance acceptable to the Buyer; rents on any existing tenancy; interest; mortgage reserves; and utilities shall be pro-rated as of closing. Unearned deposits on tenancies, and remaining mortgage or other reserves shall be assigned to Buyer at closing. The commission is due on closing or upon Seller's default on this Agreement, whichever occurs first, and neither the amount nor due date thereof can be changed without Listing Agent's written consent.

7. POSSESSION. Buyer shall be entitled to possession on closing _____

8. CONDITION OF PROPERTY. Seller warrants that the property and improvements do not violate presently applicable zoning or building regulations (excluding the Americans with Disabilities Act - "ADA"). Seller can not determine whether the improvements are in compliance with ADA because the ADA does not contain any specific standards for existing improvements. The risk of loss or damage to the property shall be Seller's until closing.

9. LEASED FIXTURES. If there are any leased fixtures on the property, BUYER AGREES TO ASSUME THE LEASE(S) and to save the Seller harmless therefrom. In the event that the Lessor will not allow such assumption, Seller agrees to acquire title to the fixtures, or to replace them with at least equal fixtures, at Seller's expense.

10. PERSONAL PROPERTY. This sale includes the following personal property: None _____ Dollars (\$ _____) of the purchase price is allocated to this personal property. Seller warrants title to the personal property and shall convey it by bill of sale.
Any of the following on the property is included in this sale: Built in appliances; wall-to-wall carpeting; curtain rods; window and door screens; awnings; storm doors and wind installed television antennas; ventilating, air conditioning and heating equipment; irrigation fixtures and equipment; water heaters; installed electric fixtures, lights and light bulbs; shrubs, plants and trees; and all fixtures.

11. FIRPTA - TAX WITHHOLDING AT CLOSING. The Closing Agent is instructed to prepare a certification (CIBA Form 22E, or equivalent) that Seller is not a foreign person within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

12. CONVEYANCING/PERFORMANCE.
WARRANTY DEED. Title shall be conveyed by Statutory Warranty Deed. If this Agreement is for conveyance of Buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a Buyer's assignment of the contract sufficient to convey after acquired title.
SECURITY. If this Agreement is for sale on either a Real Estate Contract or a Note secured by a Deed of Trust, the parties agree to the FORM(S) ATTACHED HERETO in

INITIALS: Buyer AKY Buyer _____ Seller HC Seller _____

COMMERCIAL AND INVESTMENT REAL ESTATE
PURCHASE AND SALE AGREEMENT
(CONTINUED)

12112

an institution providing financing requires different forms. If Real Estate Contract Form LPB-44 is attached hereto, only those optional clauses in that form required by the terms of this Agreement shall apply.

LIABILITY FOR PAYMENTS. The holder is entitled to collect payments on a Real Estate Contract or Note EVEN THOUGH THE BUYER ABANDONS and/or offers to quitclaim the property to the holder.

PERFORMANCE. Time is of the essence of this Agreement.

UNDERLYING ENCUMBRANCES. If there is an existing Deed of Trust, Real Estate Contract, or other encumbrance which is to remain unpaid after closing and its terms require the holder's consent to this sale, Buyer agrees to promptly apply for such consent and this Agreement is conditioned on it being obtained prior to closing.

ASSIGNMENT. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein.

13. **SEATTLE REQUIREMENTS.** If the property is in the City of Seattle, Seller agrees to comply with the following Seattle ordinances before closing of this sale: (a) Deliver Buyer a Certificate of Land Use and Local Assessments (not applicable to single family dwellings not represented to be a lawful site for more than one dwelling unit); and (b) U.L. approved smoke detectors are installed. Only in buildings constructed before 1980 may the smoke detectors be battery powered.

14. **NOTICES.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing; signed by any one Buyer or Seller (including either husband or wife); and received by or at the selling office of Selling Agent who, for this limited purpose, shall be the Agent of both parties. Any time limit in or applicable to this Agreement shall commence on the day following receipt of the notice by the Selling Agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. SELLER AND BUYER MUST KEEP SELLING AGENT ADVISED OF THEIR WHEREABOUTS TO RECEIVE PROMPT NOTIFICATION OF RECEIPT OF A NOTICE. SELLING AGENT HAS NO RESPONSIBILITY TO ADVISE OF RECEIPT OF A NOTICE BEYOND EITHER PHONING THE PARTY OR CAUSING A COPY OF THE NOTICE TO BE DELIVERED TO THE PARTY'S ADDRESS ON THIS AGREEMENT.

15. **FACSIMILE TRANSMISSION.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

16. **ADDENDUMS.** The following addendums are attached hereto: None attached

17. **AGENCY DISCLOSURE.** At the signing of this agreement, the Selling Agent _____ (insert names of selling agent and broker) represented _____ and the Listing Agent _____ (insert names of listing agent and broker) represented _____ Each party signing this agreement confirms that prior oral and/or written disclosure of agency was provided to her in this transaction.

18. **COUNTEROFFERS.** If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ day (if not filled in, the second day) following receipt by or at the office of Selling Agent to accept the counteroffer, unless sooner withdrawn. Acceptance is not effective until a signed copy thereof is received by or at the office of Selling Agent. If the counteroffer is not accepted, it shall lapse and the earnest money shall be refunded to the Buyer.

19. **EARNEST MONEY RECEIPT.** Selling Agent acknowledges receipt from Buyer of \$ 100,000.00 earnest money, in the form of: Cash Personal check Promissory note due upon appropriation, 19 95 Other _____ to be held: By the Closing Agent Selling Agent's pooled trust account (with interest paid to the Washington Housing Fund). Selling Agent may, however, transfer the earnest money to the Closing Agent. If the earnest money is to be held by Selling Agent and is over \$5,000, it shall be deposited to: Selling Agent's pooled trust account A separate trust account in Seller's name, with the interest credited at closing to Buyer/Seller (strike one) whose Social Security (or taxpayer ID) Number is: 91-6001327. If this sale fails to close, whoever is entitled to the earnest money is entitled to the interest.

Selling Agent shall not deposit any check until Buyer and Seller have signed this Agreement. Buyer agrees to pay financing and purchase costs incurred by Buyer. If all or part of the earnest money is to be returned to Buyer and any such costs remain unpaid, the Selling Agent may deduct and pay them therefrom.

SELLING AGENT (COMPANY) EXECUTIVE REAL ESTATE, INC. Office No. BLK Office Ph. 455 5913 Home Ph. _____

BY Mark Mathewson PRINT NAME MARK MATHEWSON

20. **DEFAULT & ATTORNEY'S FEE.** If the earnest money does not exceed 5% of the purchase price, and the Buyer fails, without legal excuse (grounds) to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money exceeds 5% of the purchase price, and the Buyer fails, without legal excuse (grounds) to complete the purchase of the property, Seller shall have option to either: (a) Retain the earnest money as liquidated damages, (b) Collect actual damages, or (c) Obtain specific performance together with any incidental damages. If Buyer, Seller, Listing or Selling Agent institutes suit concerning this Agreement, the prevailing party is entitled to court costs and a reasonable attorney's fee. In the event of trial the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the property is located.

21. **AGREEMENT TO PURCHASE AND TIME LIMIT FOR ACCEPTANCE.** Buyer offers to purchase the property on the above terms and conditions. Seller has undertaken 10 days of Seller's receipt, 19 95 to accept this offer (if not filled in, the day following the last Buyer signature date below). Acceptance is not effective until a signed copy hereof is actually received by or at the office of Selling Agent. If this offer is not so accepted, it shall lapse and Selling Agent shall refund the earnest money to Buyer.

Buyer KING COUNTY Date _____ 19 _____ Home Ph. _____

Buyer _____ Date _____ 19 _____ Office Ph. 296-7470

Buyer's Address 500 Fourth Avenue, Room 500, Seattle, WA 98104

22. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing agreement. The commission shall be apportioned between listing and selling Agents as specified in the listing agreement. If there is no written listing agreement, Seller agrees to pay Selling Agent a commission of _____

5% % of sales price or \$ _____ Seller assigns to Agent(s) a portion of the proceeds equal to the commission. If earnest money is retained as liquidated damages, any costs advanced or committed by Agent(s) for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be divided equally between Seller and Listing Agent. Seller acknowledges receipt of a copy of this Agreement, signed by both parties.

Seller CHAFFLEY CORP Date 8/28 19 95 Home Ph. _____

Seller NO Chaffley, Rex Date _____ 19 _____ Office Ph. 822-598

Print Seller's Names _____

Seller's Address 205 LAKE ST. 30, KIRKLAND, WASH. 98083

Listing Office _____ Office No. _____ Office Ph. _____ CIBA No. _____

23. **BUYER'S RECEIPT.** Buyer acknowledges receipt of a Seller signed copy of this Agreement, on August 29, 19 95

BUYER _____ BUYER Paul W. Eberon

ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT
 ENTERED INTO THIS DATE BETWEEN KING COUNTY, PURCHASER
 AND
 CHAFFEY CORPORATION, SELLER

PARAGRAPHS /

- A. Definition of Hazardous Materials. "Hazardous Materials" as used in this Agreement shall mean:
1. Any toxic substances of waste, sewage, petroleum products, heavy metals, corrosive, noxious, acidic, radioactive substances, medical, bacteriological or disease producing substances; or
 2. Any dangerous waste or hazardous waste as defined in:
 - a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or
 - b. Resource Conservation and Recovery Act as now or hereafter amended (42 USC Sec. 6901 et seq.); or
 3. Any hazardous substance as defined in:
 - a. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as now existing or hereafter amended (42 USC Sec. 9601 et seq.); or
 - b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105).
 4. Any pollutants, contaminants, or substances posing a danger or threat to public health or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state, or local laws, ordinances, or regulations as now existing or hereafter amended.
 - a. Studies. No more than five (5) business days after execution of this Agreement by Seller and Purchaser, Seller shall provide Purchaser true copies of all environmental studies, soils tests and reports, boundary surveys, draft, and final environmental impact statements, and hazardous and toxic waste studies related to the Property that are currently in Seller's possession (the "Seller Information").
 - b. Right of Entry. Seller hereby grants to Purchaser and Purchaser's employees, agents, and contractors the right to enter upon the Property at any reasonable time and from time to time during the term of this Agreement, and prior to Closing for the purpose of conducting therein and thereon, and making such studies as Purchaser may deem necessary or appropriate with respect to the condition of the Property, its value, zoning, environmental and building matters, including but not limited to, the Hazardous Materials and underground storage tanks, and its suitability for Purchaser's intended and foreseeable use.
 - c. Purchaser's Indemnity. Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all losses, damages, liabilities, claims, fines, penalties, causes of action, and expenses arising from or out of the presence or activities of Purchaser or its agents, employees, representatives, consultants, or contractors on the Property conducting tests prior to closing.
 - d. Environmental Defect. If prior to 5:00 p.m. (P.D.T.), forty-five (45) days after the date of this Agreement Purchaser discovers the presence of asbestos, Hazardous Materials, or underground storage tanks on or beneath the Property at levels or in a condition which requires removal or remediation under applicable law, Purchaser, at Purchaser's option, may elect to purchase the Property in such condition, or cancel this Agreement by written notice to Seller pursuant to Paragraph ~~1.4(c)~~ below, in which case the Deposit shall be returned to Purchaser subject, however, to Seller's rights under Paragraph ~~1.4(c)~~ below to elect to remedy the environmental defect. If Purchaser elects to purchase the Property in such condition, Purchaser shall be deemed to have waived all claims and causes of action of every kind against Seller related to such discovered matters, and will be purchasing the property in the AS IS condition referred to in Paragraph ~~1.4(c)~~ below.

- c. Inspections - Due Diligence. Purchaser shall have forty-five (45) days from the date of Seller's acceptance to complete its review of the Seller Information, complete its own inspections of the Property (including any inspections related to the presence or absence of Hazardous Materials) and determine whether the Property is suitable for Purchaser's intended and foreseeable use. If Purchaser notifies Seller in writing on or before 5:00 p.m. (P.D.T.), forty-five (45) days from Seller's acceptance that (a) it has determined in good faith that the Property cannot be used for its intended and foreseeable use; or (b) Purchaser has discovered the presence of asbestos, Hazardous Materials, or underground storage tanks on or beneath the Property at levels or in a condition which requires removal or remedial action under applicable law, Purchaser, at Purchaser's sole discretion, may either (1) cancel this Agreement and Seller shall cause the Deposit to be refunded to Purchaser, or (2) proceed to close its acquisition of the Property pursuant to this Agreement provided, however, if the disapproved matter specified by Purchaser is the presence of asbestos, Hazardous Materials, or underground storage tanks at levels or in a condition which requires removal or remedial action under applicable law, and Seller notifies Purchaser within fifteen (15) days after receiving Purchaser's notice that Seller will pay the cost of any necessary remediation or removal, this Agreement shall not terminate and shall continue in effect and Seller will promptly commence the necessary remediation or removal in accordance with applicable laws. If Purchaser gives Seller written notice pursuant to the preceding sentence, such notice will specify any of the foregoing matters concerning the Property of which Purchaser disapproves. If Purchaser does not give Seller written notice as provided above by the deadline set forth above, the Deposit shall be non-refundable and Purchaser will be obligated to purchase the Property in accordance with the terms of this Agreement. None of the foregoing shall preclude Seller and Purchaser from reaching a mutually agreeable resolution of any matter disapproved by Purchaser under this Paragraph 7 (e) or Paragraph 7 (d) above. Subject to the foregoing, within forty-five (45) days, Purchaser will have fully inspected the Property and satisfied itself in all respects with regards to the Property, and that it will be purchasing the Property on an AS IS, WHERE IS basis. Purchaser acknowledges that except as specifically stated to the contrary in this Agreement, neither Seller nor any of its agents have made any representations, warranties, or agreements of any kind or nature regarding the Property, express or implied.

PARAGRAPH 2.

A. Appropriation. Purchaser's obligations under this Agreement are contingent upon legislative action by the King County Council appropriating the funds necessary for Purchaser to purchase the Property in accordance with the terms of this Agreement. Such contingency shall be deemed to be satisfied upon the earlier of (1) the date the King County Council passes an Ordinance authorizing the requisite appropriation of funds; or (2) the date Purchaser notified Seller in writing that the foregoing action has been taken by the King County Council, however not later than _____.

B. Seller shall remove easements of record that allow access to the subject properties by the general public, and those holding beneficial interests, excepting therefrom the Reciprocal Easement agreement dated April 29, 1980, recording May 14, 1980, recording no. 8005140412, between, Holman H. Kem and Edna Kem, husband and wife, and Mildred C. Smith, a single person, and Amos Don Glad and Marianne Glad, husband and wife. Said requirement is to insure security and access control for a justice facility.

C. Seller shall secure title to the Puget Power property identified as tax parcel no. 2825059184, or the easterly 220 feet (more or less) thereof. If fee simple title cannot be obtained, King County will accept a perpetual easement over said parcel that is mutually agreeable to King county and Puget Power.

D. Prior to closing, Seller shall secure title to the "Kem/Smith" property identified as tax parcel no. 2825059015, consisting of approximately 1.58 acres. Sale of said parcel to the County is conditioned upon an acceptable conveyance of the Puget Power tax parcel no. 2825059184, in accordance with paragraph 2.C. above. In the event, at time of closing, Seller cannot convey title to the "Kem/Smith" tax parcel no. 2825059105 and a conveyance of Puget Power tax parcel no. 2825059184, in accordance with paragraph 2.C. above, the parties hereto agree to close sale of Lots 3 and 4, Bellevue Short Plat no. 78-34, total purchase price of Three Million and no/100 dollars (~~\$3,000,000.00~~) \$3,300,000.00 OR \$15.00 PER SQUARE FOOT, WHICHEVER IS LESS. 8/28/95 PM

Executed contemporaneously with Purchase and Sale Agreement of which this Addendum is a part, at Seattle, Washington, this 28TH day of AUGUST, 1995.

PURCHASER: KING COUNTY

SELLER: CHAFFEY CORPORATION

By: Justine L. ThompsonBy: H. ChaffeyTitle: Acting Manager
King County Property Services DivisionTitle: Pres.

12112

BROKER:

BY: Mark Mathewson

TITLE: Agent - Executive Real Estate, Inc

APPROVED AS TO FORM:

BY: 

TITLE: Deputy Secretary

DATE: 8-24-95

12112

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT

95 NOV -1 PM 1:41
August 18

The following is part of the Purchase and Sale Agreement dated _____, 19 95
between Chaffey Corporation _____ ("Seller")

and King County _____ ("Buyer")

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

The Sale shall be closed on or before November 30, 1995

Purchaser accepts current easements of record, which said acceptance removes
contingency noted on page 5, 2B

Seller shall not be required to secure title to the Puget Power property
known as tax parcel 2825059184. In consideration for removal of this
contingency, Seller shall reduce sale price \$15,000.00, and amend total
purchase price to \$4,110,000.00

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

INITIALS: BUYER CLJ BUYER AM SELLER HC SELLER _____

DATE 10/30 19 95 DATE _____ 19 _____ DATE 10/31 19 95 DATE _____ 19 _____

AGENT (COMPANY): EXECUTIVE REAL ESTATE, INC By: Mark Math