



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 16, 2011

Ordinance 17094

Proposed No. 2011-0166.1

Sponsors Patterson

1 AN ORDINANCE approving King County's sale of a
2 surplus, unimproved residential parcel within the city of
3 Issaquah, King County council district three.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 **SECTION 1. Findings:**

6 A. The King County road services division ("roads") is the custodian of assessor's
7 parcel 222406-9026, a surplus, undeveloped 0.67 residential parcel located at the
8 northwest corner of the intersection of Issaquah-Fall City Road and SE 58th Street, in the
9 city of Issaquah. Roads originally purchased the parcel for the Black Nugget Road to
10 Issaquah-Pine Lake Road improvement project in 1997.

11 B. Roads requested surplus status for the subject parcel and the facilities
12 management division ("FMD") circulated surplus notices to King County agencies
13 pursuant to K.C.C. 4.56.070.C.1. As no county agencies expressed interest and the
14 county's department of community and human services waived any interest for potential
15 affordable housing, FMD declared the property surplus in March 2010.

16 C. A purchase offer was received from the Vajja family for one hundred fourteen
17 thousand one hundred dollars, which FMD appraisers found to be within the reasonable
18 range of fair market value.

19 D. Pursuant to K.C.C. 4.56.080.A, the King County council must approve the
20 sale of county-owned real property in excess of ten thousand dollars. FMD recommends
21 council approval of this proposed sale as proceeds will go directly into the roads capital
22 improvements fund.

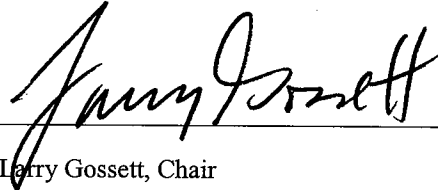
23 SECTION 2. The King County council, having determined that sale of the
24 Issaquah-Fall City Road lot is in the best interest of the public, does hereby approve the
25 proposed sale as provided for in the attached purchase and sale transaction documents

26 and authorizes the King County executive to execute any other documents necessary to
27 convey and deliver the property to the buyer.
28


Ordinance 17094 was introduced on 4/18/2011 and passed by the Metropolitan King County Council on 5/16/2011, by the following vote:

Yes: 8 - Mr. Phillips, Mr. Gossett, Ms. Hague, Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr. McDermott
No: 0
Excused: 1 - Mr. von Reichbauer

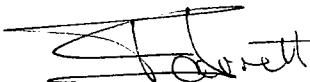
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 27 day of May, 2011.


Dow Constantine, County Executive

RECEIVED
2011 MAY 27 PM 3:49
CLERK
KING COUNTY COUNCIL

Attachments: A. Attachment A to the Ordinance--Issaquah-Fall City Road Lot Purchase and Sale Agreement and Addenda

ATTACHMENT 'A' TO THE ORDINANCE
ISSAQUAH-FALL CITY ROAD LOT
PURCHASE & SALE AGREEMENT & ADDENDA

VACANT LAND PURCHASE AND SALE AGREEMENT
SPECIFIC TERMS

- Date: August 30, 2010 MLS No.: 62382
- Buyer: Dhaina and Denise Vajia, A Married Couple
- Seller: KING COUNTY
- Property: Tax Parcel No(s): 2224069026 OR 9/20/10 DV (King County) SEE ATTACHED COA
Street Address: 5201 XX ISSAQUAH FALL CITY Rd, Issaquah Washington 98029
Legal Description: Attached as Exhibit A.
- Purchase Price: \$ 14,100.00 One hundred fourteen thousand one hundred dollars.
- Earnest Money: (To be held by Selling Firm; Closing Agent)
Personal Check: \$ 5,000.00; Note: \$ _____; Other (_____): \$ _____
- Default: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- Disclosures in Form 17 or 17C: Buyer will; will not have a remedy for Seller's negligent errors, inaccuracies, or omissions in Form 17 or 17C
- Title Insurance Company: Pacific NW Title of WA, Inc.
- Closing Agent: a qualified closing agent of Buyer's choice; Pacific NW Title OR 9/20/10
- Closing Date: On or before March 30, 2011 SEE ATTACHED COA
- Possession Date: on Closing; Other _____
- Offer Expiration Date: SEE ATTACHED COA OR 9/20/10
- Services of Closing Agent for Payment of Utilities: Requested (attach NWMLS Form 221Q); Waived
- Charges and Assessments Due After Closing: assumed by Buyer; prepaid in full by Seller at closing SEE ATTACHED COA
- Subdivision: The Property; must be subdivided before _____; is not required to be subdivided
- Feasibility Contingency Expiration Date: 60 days after mutual acceptance; Other SEE ATTACHED COA
- Agency Disclosure: Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
- Addenda: 22D (Opt. Clauses) 22I (Title Cont.) 22LA (Land & Acre) SEE ATTACHED COA OR 9/20/10

COUNTER OFFER APPENDUM (COA) OR 9/20/10

Buyer's Signature: [Signature] Date: 9/20/10

Buyer's Signature: [Signature] Date: 9/20/10

Buyer's Address: 4058 Tribule Ave E
City, State, Zip: PK WA 98424
Phone No.: 253-670-3802 Fax No.:

Buyer's E-mail Address: Keller Williams Rity Bellevue 5243
Selling Firm: _____ MLS Office No.:

Selling Firm's Assumed Name (if applicable): Stephen Otto & Kurt Nystrand 58835
Selling Broker (Firm): _____ MLS LAD No.:
425-454-0911 425-454-4577
Phone No. _____ Firm Fax No.:

steve@stevotto.com
Selling Broker's E-mail Address:

Seller's Signature: [Signature] Date: 9/20/10

Seller's Signature: _____ Date: _____

Seller's Address: SEATTLE, WA OR DV 9/20/10
City, State, Zip: _____
206-205-5638
Phone No. _____ Fax No.:

Seller's E-mail Address: King County Property Services 7034
Listing Firm: _____ MLS Office No.:

Listing Firm's Assumed Name (if applicable): Anne Lockmiller 29754
Listing Broker (Firm): _____ MLS LAD No.:
206-296-7470 206-296-0196
Phone No. _____ Firm Fax No.:

anne.lockmiller@kingcounty.gov
Listing Broker's E-mail Address:

OR 9/20/10

SEE ATTACHED COA

OR 9/20/10

SEE ATTACHED COA

OR 9/20/10

SEE ATTACHED COA

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance of this Agreement to Selling Broker who will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of mutual acceptance, if the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to: (1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein; and (2) commence an interpleader action in the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Condition of Title.** Unless otherwise specified in this 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 reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a 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. If the Property has been short plotted, the Short Plot number is in the Legal Description. *SEE ATTACHED COA D# 9/20/10 DU*
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the current ALTA form of standard form owner's policy of title insurance, with homeowner's additional protection and inflation protection endorsements if available at no additional cost, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees, owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.18.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession.
- f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including

Initials: BUYER: [Signature] Date: 9/2/10 SELLER: [Signature] Date: 9/2/10
 BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or 57
reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this 58
Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified 59
intermediary or any entity set up for the purposes of completing a reverse exchange. 60
- g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of 61
the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, 62
interest, and leviable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan 63
costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this 64
Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is 65
instructed to pay such delinquencies at Closing from money due, or to be paid by Seller. Buyer shall pay for 66
remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement as to the quantity and current 67
price from the supplier. Seller shall pay all utility charges, including unbilled charges, unless waived in Specific 68
Term No. 14. Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy 69
unpaid utility charges in accordance with RCW 80.80 and Seller shall provide the names and addresses of all 70
utilities providing service to the Property and having lien rights (attach NWMLS Form 22K, Identification of Utilities 71
or equivalent). Buyer is advised to verify the existence and amount of any local improvement district, capacity or 72
impact charges or other assessments that may be charged against the Property before or after Closing. Seller will 73
pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing. 74
Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No. 15. 75
- h. Sale Information. Listing Broker and Selling Broker are authorized to report this Agreement (including price and 76
all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, 77
and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title 78
insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on 79
request, any and all information and copies of documents concerning this sale. 80
- i. FIRPTA - Tax Withholding at Closing. The Closing Agent is instructed to prepare a certification (NWMLS Form 81
22E or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real 82
Property Tax Act. Seller shall sign this certification. If Seller is a foreign person, and this transaction is not 83
otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the 84
Internal Revenue Service. 85
- j. Notices. In consideration of the license to use this and NWMLS's companion forms and for the benefit of the 86
Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this 87
agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or 88
permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. 89
Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is 90
received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by 91
at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at 92
the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), 93
Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to 94
NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall 95
be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a 96
notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address 97
shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their 98
whereabouts in order to receive prompt notification of receipt of a notice. 99
- k. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and 100
stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 101
p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a 102
Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the 103
next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less shall not include 104
Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the 105
event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 106
as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is 107
not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon 108
and attach a legal description after this Agreement is signed by the offeror and delivered to the offeror, then for 109
the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted 110
offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence 111
of this Agreement. 112

Initials: BUYER: [Signature] Date: 9/2/10 SELLER: [Signature] Date: 9/2/10
 BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

Form 25
Vacant Land Purchase & Sale
Rev. 07/10
Page 4 of 5

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

Continued

- l. Facsimile or E-mail 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, of 114 the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail 115 transmission of any document or notice shall not be effective unless the parties to this Agreement otherwise 116 agree in writing. 117
- m. Integration. This Agreement constitutes the entire understanding between the parties and supersedes all prior or 118 contemporaneous understandings and representations. No modification of this Agreement shall be effective 119 unless agreed in writing and signed by Buyer and Seller. 120
- n. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written 121 consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line 122 identifying the Buyer on the first page of this Agreement. 123
- o. Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the 124 following provision, as identified in Specific Term No. 7, shall apply. 125
- i. Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of 126 the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for 127 such failure. 128
 - ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated 129 damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for 130 Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental 131 damages, or (d) pursue any other rights or remedies available at law or equity. 132
- p. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and 133 a certified public accountant to review the terms of this Agreement. Buyer and Seller agree to pay their own fees 134 incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement 135 the prevailing party is entitled to reasonable attorneys' fees and expenses. 136
- q. Offer. Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 137 8:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be 138 effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If 139 this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 140
- r. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of the 141 Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have 142 until 8:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. 143 Acceptance shall not be effective until a signed copy is received by Seller, by Listing Broker or at the licensed 144 office of Listing Broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be 145 refunded to Buyer. 146
- s. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 147 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the 148 offer/counteroffer, unless sooner withdrawn. 149
- t. Agency Disclosure. Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and 150 Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, 151 Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker 152 (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are 153 different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated 154 Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling 155 Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their 156 consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) 157 representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of 158 Real Estate Agency." 159
- u. Commission. Seller and Buyer agree to pay a commission in accordance with any listing or commission 160 agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm 161 and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm 162 receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling 163 Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the 164 Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to 165 enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and 166 Buyer agree that the Firms are intended third party beneficiaries under this Agreement. SEE ATTACHED COM 167

Initials: BUYER: [Signature] Date: 7/2/10 SELLER: [Signature] Date: 7/2/10
BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date 168 identified in Specific Term No. 17 whether or not the Property can be platted, developed and/or built on (now or in the 169 future) and what it will cost to do this. BUYER SHOULD NOT RELY ON ANY ORAL STATEMENTS concerning this 170 made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other 171 special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or 172 development moratoriums applicable to or being considered for the Property; any special building requirements, including 173 setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is 174 affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other 175 growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval 176 and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that 177 must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the 178 right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or 179 studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended 180 purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were 181 in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property 182 performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility 183 Contingency Expiration Date identified in Specific Term No. 17, it shall be conclusively deemed that Buyer is 184 satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall 185 terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 186
- w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval 187 for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or 188 before the date specified in Specific Term 10. If the final plat is not recorded by such date, this Agreement shall 189 terminate and the Earnest Money shall be refunded to Buyer. 190
- x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual 191 acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency 192 shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 193 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate 194 and the Earnest Money shall be refunded to Buyer. Buyer and Seller agree that except as provided in this 195 Agreement, all representations and information regarding the Property and the transaction are solely from the 196 Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for 197 assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed 198 to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, 199 or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or 200 condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, 201 insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of 202 possible defects or health hazards. Some properties may have other defects arising after construction, such as 203 drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective 204 products, materials, or conditions. Buyer is urged to retain inspectors qualified to identify the presence of 205 defective materials and evaluate the condition of the Property. Brokers may assist the parties with locating and 206 selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be 207 responsible for the services provided by those third parties. The parties agree to exercise their own judgment and 208 due diligence regarding third-party service providers. 209
- y. **Disclosure in Form 17 or 17C.** If Seller provides Buyer with a disclosure statement pursuant to RCW 64.08.210 (Form 17 or 17C, whichever is applicable), Buyer may bring an action in tort to recover economic losses resulting 211 from intentional misrepresentations in Form 17 or 17C; and if the parties so agree in Specific Term No. 8, Buyer 212 may bring an action in tort to recover economic losses resulting from negligent errors, inaccuracies, or omissions 213 in Form 17 or 17C. Nevertheless, Buyer is advised to use due diligence to inspect the Property to Buyer's 214 satisfaction, as Seller may not know or have reason to know of defects that careful inspections might reveal. If, in 215 Specific Term No. 8, the parties agree that Buyer will not have a remedy for economic loss resulting from 216 negligent errors, inaccuracies, or omissions in Form 17 or 17C, then Buyer assumes the risk of economic loss 217 that may result from Seller's negligent misrepresentation in Form 17 or 17C. Buyer maintains the right to bring 218 any and all claims permitted under the common law, including fraudulent concealment. Buyer and Seller 219 acknowledge that home protection plans may be available which may provide additional protection and benefit to 220 Buyer and Seller. 221

Initials: BUYER: [Signature] Date: 9/2/10 SELLER: [Signature] Date: 9/2/10
 BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

LAND AND ACREAGE ADDENDUM

The following is part of the Purchase and Sale Agreement dated August 30, 2010 1
between Dhana and Denise Vajja ("Buyer") 2
and KING COUNTY ("Seller") 3
concerning 53 SE XX ISSAQUAH-FALL CITY Rd, Issaquah, WA 98029 (the "Property"). 4

1. BUYER ACKNOWLEDGMENTS: If Buyer has any questions regarding the Property, Buyer is advised to make 5
the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 6
 - a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the 7
adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and 8
desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the 9
Property. 10
 - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have 11
the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is 12
accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing 13
Broker nor the Selling Broker shall be responsible for any discrepancies in boundary lines, information 14
regarding the size of the Property, identification of easements or encroachment problems. 15
 - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on 16
the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited 17
time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is 18
suitable for any needed on-site sewage disposal system and related equipment. 19
 - d. A generally accepted method for determining water quality from any well or other water delivery system is to 20
have tests conducted by professionals certified by the Department of Ecology for items such as bacteria and 21
nitrate, and a generally accepted method for determining water quantity produced by a well is to have a test 22
conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only 23
provide information regarding water quality or quantity at the time of the test(s) and provide no representation 24
or guarantee that results will not change or vary at other times. 25
 - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, 26
agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will 27
need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required 28
to be paid if the use classification is changed or withdrawn at Closing or in the future. **SEE ATTACHED** 29
 - f. A generally accepted method for determining the value of timber growing on the Property is to have a 30
qualified forester or forest products expert "cruise" the Property and give a written valuation. 31
 - g. If there is an on-site sewage system on the Property and the system has not been recently used, Buyer 32
should consider conducting a purge test and other inspections to determine whether there are any defects in 33
the system. 34
 - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before 35
title to the Property is transferred. 36

Initials: BUYER: [Signature] Date: 9/2/10 SELLER: [Signature] Date: 9/2/10
 BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES:

			37
a.		General Contingency Provisions. This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.	38 39 40 41
b.		Contingency Periods. The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.	42 43 44 45
c.		Contingencies. Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller:	46 47 48
	Paid by Buyer	Paid by Seller	Contingency period (10 days if not filed in)
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60 days
		i. Survey. Completion of survey to verify information regarding the Property as listed in 1(b).	51 52
	<input type="checkbox"/>	<input type="checkbox"/>	_____ days
		ii. Perc Test. Perc or similar test indicating that the Property is suitable for installation of conventional septic system and drainfield. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	53 54 55 56 57 58 59 60
	<input type="checkbox"/>	<input type="checkbox"/>	_____ days
		iii. On-Site Sewage System. The system to be pumped and inspected by a qualified professional to determine that the system is readily accepting effluent and the system has no apparent defects. (If VA Financing is used, Lender may require certification of system.)	61 62 63 64 65
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60 days
		iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional. SEE ATTACHED COA <i>W 9/20/10</i>	66 67 68 69 70
	<input type="checkbox"/>	<input type="checkbox"/>	_____ days
		v. Water Quantity. Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of _____ g. p. m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional.	71 72 73 74 75 76 77
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60 days
		vi. Timber. Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion.	77 78 79 80

Initials: BUYER: *[Signature]* Date: 9/2/10 SELLER: *[Signature]* Date: 9/2/10
 BUYER: *[Signature]* Date: 9/2/10 SELLER: _____ Date: _____

LAND AND ACREAGE ADDENDUM
Continued

3. ADDITIONAL PROVISIONS (check as applicable) 81
- Feasibility Study. If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 17 and General Term V of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. This feasibility study contingency shall conclusively be deemed waived unless within (10 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 82-94
 - Irrigation and Water Seller warrants that there are _____ shares of _____ irrigation water rights and _____ shares of _____ frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing. 95-97
 - Assignment and Assumption. At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder. 98-103
 - Attorney Review. This Agreement is conditioned on review and approval by the parties' attorneys on or before 09/20/10. A party shall conclusively be deemed to have waived its contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date. *SEE ATTACHMENT COA 9/2/10* 104-105
 - Crops. Unless otherwise agreed in writing, Seller has the right to harvest all growing crops in the ordinary course of business until the possession date. 107-108
 - Accessories. The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement: portable buildings; sheds and other outbuildings; game feeders; livestock feeders and troughs; irrigation equipment; fuel tanks; submersible pumps; pressure tanks; corrals and pens; gates and fences; chutes; other: _____ 110-112
 - The value assigned to the personal property included in the sale shall be \$ _____ Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 113-114
 - CRP Program. Buyer must assume all Conservation Reserve Program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption will be completed at closing and must be approved by Farm Service Agency of the USDA prior to Closing. Any Conservation Reserve Program payments shall be prorated as of Closing. 115-118

Initials: BUYER: [Signature] Date: 9/2/10 SELLER: [Signature] Date: 9/2/10
 BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

LAND AND ACREAGE ADDENDUM

Continued

- 4. DOCUMENT REVIEW PERIOD. If this box is checked, Seller shall deliver to Buyer a copy of the following 119 documents within _____ (20 days if not filled in) of mutual acceptance: 120

Any surveys, wetland studies, city notes and any other information available to the city 121
pertaining to this land. SEE ATTACHED COA w/ CO. 9/2/10 9 122

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if 123 not filled in) of receipt of the above documents or the date that the above documents are due, then this 124 document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of 125 disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 126
- 5. ADDITIONAL INSPECTIONS. If this box is checked and if a qualified professional performing any inspection 127 of the Property recommends further evaluation of the Property, Buyer shall have an additional _____ 128 (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the 129 end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's 130 recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of 131 additional inspections, the applicable contingency period shall be replaced by the additional period specified 132 above. The time for conducting the additional inspections shall commence on the day after Buyer gives 133 notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of 134 the Agreement. SEE ATTACHED COA w/ 9/2/10 9 135
- 6. TAX DESIGNATION: 136

 - a. Classification of Property. Seller represents that the Property is classified as open space 137 farm and agricultural timberland under Chapter 84.34 RCW. 138
 - b. Removal from Classification. Buyer shall not file a notice of classification continuance at the time of 139 Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, 140 and penalties assessed by the county assessor when the Property is removed from its classification shall 141 be paid by Seller Buyer both Seller and Buyer in equal shares (Seller if no box is checked). 142
 - c. Notice of Classification Continuance. In order to retain this classification, Buyer shall execute a notice 143 of classification continuance at or before the time of Closing. The notice of classification continuance shall 144 be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a 145 notice of classification continuance, the county assessor must reassess the Property's taxable value and 146 retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay. 147
- 7. ON-SITE SEWAGE SYSTEM - MAINTENANCE RECORDS. If there is an on-site sewage system on the 148 Property, Seller shall deliver to Buyer the maintenance records, if available, of the on-site sewage system serving 149 the Property within _____ days (10 days if not filled in) of mutual acceptance. 150

Initials: BUYER: [Signature] Date: 9/2/10 SELLER: [Signature] Date: 9/2/10
 BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

Form 221
Title Contingency Addendum
Rev. 6/05
Page 1 of 1

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**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 30, 2010 1
between Dhana and Denine Vajja ("Buyer") 2
and KING COUNTY ("Seller") 3
concerning 52 SE KK ISSAQUAH-FALL CITY Rd, Issaquah, WA 98029 (the "Property"). 4

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with easements, covenants, conditions and restrictions of record, which are to be obtained by Buyer, to 6
determine that they are consistent with Buyer's intended use of the Property. Buyer shall have 5 days 7
(5 days if not filed in) from mutual acceptance of this Agreement or from the date of Buyer's receipt of the 8
preliminary commitment for title insurance (from mutual acceptance, if neither box checked) to give written 9
notice of Buyer's disapproval and the reasons therefor. Buyer may only disapprove exceptions that are 10
contained in the preliminary commitment and may not object to matters not contained therein. SEE ATTACHED COA
Seller shall have _____ days (5 days if not filed in) after receipt of Buyer's notice of disapproval to give 12
Buyer written notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to 13
cure all disapproved exceptions. If Seller does not give timely notice that Seller will clear all disapproved 14
exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event 15
Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer, less any unpaid costs 16
described in the Agreement. Buyer shall have no right to specific performance or damages as a consequence of 17
Seller's inability to provide insurable title. If Buyer does not terminate the Agreement, Buyer shall be deemed to 18
have waived all objections to title, which Seller did not agree to clear. 19
2. **Supplemental Title Reports.** If Buyer receives supplemental title reports that disclose new exception(s) to the 20
title commitment, then the time periods and procedures for notice, correction, and termination above shall apply 21
to the date of Buyer's receipt of the supplemental title report. 22
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at closing 23
as provided in the Agreement. 24

SEE ATTACHED COA
9/2/10
S

Initials: BUYER: [Signature] Date: 9/2/10 SELLER: [Signature] Date: 9/2/10
BUYER: [Signature] Date: 9/2/10 SELLER: _____ Date: _____

Form 220
Optional Clauses Addendum
REV 7/10
Page 1 of 2

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated August 30, 2010
between Dhana and Denise Vaila (Buyer)
and KING COUNTY (Seller)
concerning 57 SE 30th ISSAQUAH FALL CITY Rd., Issaquah, WA 98029 (the "Property").

CHECKS INCLUDED:

1. **Square Footage of Size/Encroachments:** The Listing Broker and Selling Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, structures, buildings) on the Property or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer's own satisfaction within the inspection contingency period.
2. **Standard Form Owner's Policy of Title Insurance:** Notwithstanding the "Title Insurance" clause in the Agreement that provides for the then-current ALTA form of Homeowner's Policy of Title Insurance, Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and limitation protection endorsements, if available, at no additional cost from the Title Insurance Company, rather than the Homeowner's Policy of Title Insurance.
3. **Extended Coverage Title Insurance:** Notwithstanding the "Title Insurance" clause in this Agreement that provides for the then-current ALTA form of Homeowner's Policy of Title Insurance, Buyer's lender or Closing Agent is directed to apply for an ALTA or comparable extended coverage policy of title insurance, rather than the policy provided for in the purchase and sale agreement. Buyer shall pay the increased costs associated with the extended coverage policy, including excess premium over that charged for the policy provided for in the purchase and sale agreement and the cost of any survey required by the title insurer.
4. **Property And Grounds Maintained:** Until possession is transferred to Buyer, Seller agrees to maintain the Property in the same condition as when initially viewed by Buyer. The term "Property" includes the building(s), grounds, plumbing, heat, electrical and other systems, and all Included Items. Should an appliance or system become inoperative or malfunction prior to transfer of possession, Seller agrees to either repair or replace the same with an appliance or system of at least equal quality. Buyer reserves the right to transfer the Property within 5 days prior to transfer of possession to verify the foregoing. Buyer and Seller understand and agree that the Listing Broker and Selling Broker shall not, under any circumstances, be liable for the foregoing or Seller's neglect or carelessness. *SEE NATURE COA AT END OF FILE*
5. **Items Left by Seller:** Any personal property, fixtures or other items remaining on the Property when possession is transferred to Buyer shall thereupon become the property of the Buyer, and may be retained or disposed of as Buyer determines. However, Seller agrees to clean the interiors of any structures and remove all trash, debris and rubbish on the Property prior to Buyer taking possession.
6. **Utilities:** To the best of Seller's knowledge, Seller represents that the Property is connected to a:
 - public water main public sewer main septic tank well (specify type)
 - irrigation water (specify provider) natural gas telephone
 - cable electricity other

Initials BUYER DV Date 8/30/10 SELLER KC Date 8/30/10
BUYER DV Date 8/30/10 SELLER _____ Date _____

Form 220
Optional Clauses Addendum
Rev. 7/10
Page 2 of 2

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

7. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 39 the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 40 Buyer the information below in writing as soon as available: 41
- WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 42
- CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 43
- OTHER INSULATION DATA: _____ 44
8. **Leased Property.** Buyer hereby acknowledges that Seller leases the following items of personal property, 45 possession of which shall pass to Buyer on Closing: 46
- propane tank; security system; satellite dish; other _____ 47
- Buyer shall assume the lease for the items selected, perform all of the obligations of the lease, and hold 48 Seller harmless from and against any further obligation, liability, or claim arising from the lease. 49
9. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 50 other association, then Seller shall provide Buyer a copy of the following documents (if available from the 51 Association) within _____ days (10 days if not filled in) of mutual acceptance: 52
1. Association rules and regulations, including, but not limited to architectural guidelines; 53
 2. Association meeting minutes from the prior two (2) years; 54
 3. Association Board of Directors meeting minutes from the prior six (6) months; and 55
 4. Association financial statements from the prior two (2) years. 56
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not 57 filled in) of receipt of the above documents or the date that the above documents are due, then this 58 homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely 59 notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 60
10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 61 excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 62 removal of the Excluded Item(s). Excluded Item(s): 63
- _____ 64
- _____ 65
11. **E-mail Transmission.** E-mail transmission of any signed original document, and retransmission of any 66 signed e-mail transmission, shall be the same as delivery of an original, provided that the document is sent to 67 both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses below. At 68 the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by 69 signing an original document. SEE ATTACHED COA *du 9/20/10* 70
- Selling Broker E-mail Address _____ Listing Broker E-mail Address _____ 71
- Selling Firm Authorized E-mail Address _____ Listing Firm Authorized E-mail Address _____ 72
12. **Other.** Seller to remove abandoned electrical pole on the property at their expense. 73
- PROPERTY SOLD AS-IS / WHERE-IS SEE ATTACHED COA *du 9/20/10* 74
- Initials: BUYER: *du* Date: *9/2/10* SELLER: *ES* Date: *9/2/10* 75
- BUYER: *du* Date: *9/2/10* SELLER: _____ Date: _____ 76
- _____ 77

COUNTER OFFER ADDENDUM ('COA')
TO VACANT LAND PURCHASE AND SALE AGREEMENT (the Agreement)
Dated August 30, 2010
From Dhana and Denine Vajja as Buyer to King County as Seller
For the Property Known as the Issaquah-Fall City Road Lot
Assessor's Parcel Number 222406-9026

All terms and conditions of the Agreement are accepted, except for the following changes:

Specific Terms

Item 4. Street Address: Street address is unassigned. Parties will rely upon the Property's specific identification by reference to its Assessor's Parcel Number 222406-9026 and the legal description included herein as Exhibit A (the Property). Legal Description to be confirmed by title report.

Item 11. Closing Date: On or before June 30, 2011

Due to the time requirements associated with the County's legislative process, this sale may close escrow no earlier than approximately 25 days after the date of King County Council's approval of the ordinance. Council has five days after approval of the ordinance to forward the ordinance to the King County Executive. Subsequent enactment of the ordinance must then occur with the King County Executive's signature on the ordinance, and thereafter an additional 10 days must follow enactment prior to the ordinance becoming effective.

Seller will diligently pursue but Seller neither anticipates nor guarantees Council approval or that the ordinance, if approved, will be effective by a specified date, other than the above. Buyer understands and acknowledges that Seller can neither anticipate nor control the actual date by which King County Council will commence review of the ordinance.

Should the above-described legislative process not have been completed by June 30, 2011, the parties may agree in writing to extend the Closing Date, or either party may terminate without default.

Item 13. Offer Expiration Date: Deleted in its entirety. See COA expiration date on signature page of this COA.

Item 15. Charges and Assessments Due after Closing: To be assumed by Buyer. Buyer reserves the right under *Form 22T, Title Contingency*, to review the title report as to any charges or assessments of record and to approve or disapprove of same during the Title Contingency period.

Item 16. Subdivision: Seller makes no representations, and Buyer must assure through the city of Issaquah, regarding issues relating to zoning, requirements for subdivision, and construction permits for the Property.

Signature Block: Seller's name is "King County" relative to this agreement

Initials: BUYER  Date 9/20/10 SELLER:  Date 9/21/10
 BUYER  Date 9/22/10

General Terms

Item c. Condition of Title: A statutory warranty deed, as to form, will be provided for Buyer's review and approval prior to Closing. Such deed shall contain permitted exceptions from the title report.

Item u. Commission: 3% commission will be paid by Seller to Selling Agent.

Form 22 L&A

Item 1.e. Property Taxes: Add the following language: Upon conveyance of title from Seller to Buyer, property taxes will be newly-assessed on the Property by the King County Assessor, and Buyer will be responsible for all property taxes commencing upon conveyance of title.

Item 2.c. Water Quality: This item is deleted in its entirety and replaced by the following: A 'Water Well Report' was filed on the Property in September of 1997, specifying that the existing well was decommissioned and filled with cement and bentonite. Seller does not believe, therefore, that there is water available on the Property for the requested water quality test. And Seller will not authorize Buyer to drill on the Property for purposes of ascertaining water quality.

Item 3 Additional Provisions / Attorney Review: Attorney review by 09/10/10 is hereby deleted. The following language is added to this contingency: After mutual acceptance of this Agreement, Seller and Buyer agree to make best efforts to complete legal reviews within the same 60-day period reserved by the Feasibility Contingency period specified in item #17 of the Specific Terms section of the Agreement. Should there be further agreed-upon changes, a new COA will reflect final agreements and will replace this current COA, providing acknowledgement signatures from each attorney and new current execution dates from both Seller and Buyer.

Item 4 Document Review: The language lined-out within item 4 of Form 22 L&A shall be replaced by the following: Buyer may, within 20 days after mutual acceptance, come to the King County Administration Building, Real Estate Services Section, 500 4th Avenue, Room 500, Seattle, Washington, and fully review the hard copy files available on the Property. Buyer may make copies of documentation Buyer feels necessary in its research to determine the condition of the Property for Buyer's purposes. Documents not in the files but that may have been recorded on the Property may be researched by Buyer through King County Recorder's Office or through the city of Issaquah, or may be available through the title report provided by the title company.

Item 5 Additional Inspections: Should Buyer wish to perform any investigations of the Property that involve disruption of the soil, Buyer must seek Seller's written approval in advance.

Form 22T

Item 1. Title Contingency: Add the following language: During the title contingency period, Seller will review the title report to assure there are no easements reflected in the permitted exceptions granted to King County that would need to be reserved by King County in its conveyance of the Property to Buyer.

Initials: BUYER De 9/20/10 Date 9/20/10 SELLER: es Date 9/24/10
BUYER sw Date 9/20/10

Form 22D

Item 4. Property and Grounds Maintained: *This item is deleted in its entirety and replaced by the following:* Seller shall continue to maintain the Property in compliance with all applicable laws and pay all costs of the Property with respect to the period prior to Closing.

Item 11. Email Transmission

If to Seller:

Anne.lockmiller@kingcounty.gov
Cc: bob.thompson@kingcounty.gov

If to Buyer

Kurtmystrand@kw.com
steve@steveotto.com
Cc: Keller Williams - klrw113@kw.com

Item 12 Other:

1) Seller will not remove the electrical pole referenced by Buyer. **King County is selling this property AS IS - WHERE IS.**

Additionally, Buyer acknowledges that, within the General Contingency Period and Feasibility Study identified in *Form 22 L&A, items 2&3*, it will have conducted a physical inspection and made all investigations Buyer deems necessary in connection with its purchase of the Property, and that, within 20 days of mutual acceptance, Seller will have provided Buyer with copies of all reports in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to *Form 22 L&A items 2 and 3*, Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

2. **Buyer's Indemnifications:** Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Property after Closing.

3. **Council Approval Contingency.** This sale is expressly contingent upon King County Council approval ("the Council Approval Contingency"). Buyer's and Seller's rights and obligations hereunder are subject to and contingent upon satisfaction of the Council Approval Contingency.

Initials: BUYER [Signature] Date 9/20/10 SELLER: [Signature] Date 9/20/10
BUYER [Signature] Date 9/20/10

FIRST AMENDMENT

**TO VACANT LAND PURCHASE AND SALE AGREEMENT
Dated August 30, 2010
From Dhana and Denine Vajja as Buyer to King County as Seller
For the Property Known as the Issaquah-Fall City Road Lot
Assessor's Parcel Number 222406-9026**

The Vacant Land Purchase and Sale Agreement (PSA) and the Counter Offer Agreement (COA) executed as of September 21, 2010, will hereinafter be referred to as "the Agreement". All terms and conditions of the Agreement remain in full force and effect, except for the following changes:

- 1) The parties agree to extend the Title Contingency deadline, referenced in Form 22T in the PSA, to ~~Friday, October 8, 2010~~, by 3:00 p.m.
 MONDAY, NOVEMBER 22, 2010, by [Signature]
- 2) The fully-executed Agreement is dated as of September 21, 2010. All 60-day contingency periods referenced in the Agreement shall terminate on Monday, November 22nd, 2010 by 3:00 p.m.
- 3) *Form 22 L&A, page 3 of 4, Item 3. Additional Provisions / Attorney Review:* All language in the Agreement regarding this item is hereby deleted and replaced by the following:

"Either party may seek legal review provided such reviews are completed no later than Monday, November 22nd, 2010, by 3:00 p.m. Any changes to the Agreement shall be made by written amendment."
- 4) Deleted in its entirety: *Item 4. Former Improvements on Property*, as referenced in *Item #12 Other*, within the COA section of the Agreement.
- 5) All waivers of or confirmation of the satisfaction of contingencies stated in the Agreement *shall be provided in writing to Seller* no later than November 22nd, 2010, by 3:00 p.m.

Initials: BUYER *[Signature]* Date 10/12 BUYER *[Signature]* Date 10/12
 SELLER: *[Signature]* Date 10/15/10

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated August 30, 2010 1
between Dhana and Denine Vajja, A Married Couple ("Buyer") 2
and KING COUNTY ("Seller") 3
concerning 52 SE XX Issaquah-Fall City Rd, Issaquah, WA 98029 (the "Property") 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

Feasibility Contingency Expiration Date of November 22, 2010, as referenced in Item #2 of the the First
Addendum of the Vacant Land Purchase and Sale Agreement, shall be extended to November 30, 2010, at
3:00 p.m.

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

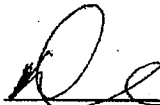
Initials: BUYER: DV Date: 11/22/10 SELLER: [Signature] Date: 11/22/10
BUYER: [Signature] Date: 11/22/10 SELLER: _____ Date: _____

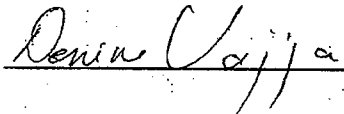
NOTICE

The following is part of the Purchase and Sale Agreement dated August 30, 2010 1
 between Dhana and Denine Vajja, A Married Couple ("Buyer") 2
 and KING COUNTY ("Seller") 3
 concerning 52 SE XX Issaquah-Fall City Rd, Issaquah, WA 98029 ("the Property"). 4

Denine and Denise Vajja hereby release all Buyer's contingencies in the Vacant Land Purchase and 5
Sale Agreement and Amendments signed 10/15/10 and 11/22/10 executed with King County for 6
purchase of the Issaquah - Fall City Road Lot, APN 222406-9026. 7

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10
11
12
13

 12/01/10
Date

 12/01/10¹⁴
Date