



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 29, 2016

Ordinance 18242

Proposed No. 2016-0045.1

Sponsors McDermott

1 AN ORDINANCE authorizing the conveyance of the
2 surplus properties located at 9413 and 9425 195th Avenue
3 NE, Redmond, within council district three.

4 STATEMENT OF FACTS:

- 5 1. The department of transportation, roads services division declared the
6 properties located at 9413 and 9425 195th Avenue NE, located within
7 council district three, surplus to its needs on August 10, 2012.
- 8 2. The facilities management division offered the properties to other
9 county agencies on April 17, 2015, and received no interest.
- 10 3. The facilities management division declared the property surplus to the
11 current and future foreseeable needs of the county on August 20, 2015.
- 12 4. The facilities management division found the property unsuitable for
13 affordable housing development on July 14, 2015.
- 14 5. The property was marketed in the following manner: exposure on the
15 Northwest Multiple Listing Service and the Commercial Brokers
16 Association, site signage and advertisement on the King County real estate
17 services website.
- 18 6. The county received three letters of intent and accepted a purchase
19 price of \$430,000 on November 13, 2015.

20 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

21 SECTION 1. The executive is authorized to convey the properties located at 9413
22 and 9425 195th Avenue NE to 195th Ave NE, LLC, consistent with a purchase and sale
23 agreement substantially in the form of Attachment A to this ordinance and to take all
24 actions necessary to implement the terms of the purchase and sale agreement.

25

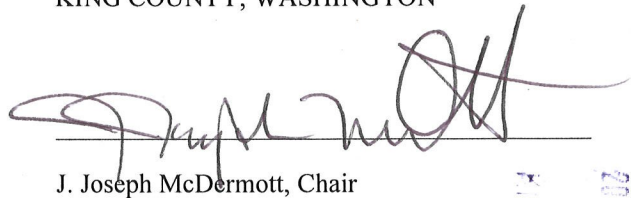
Ordinance 18242 was introduced on 1/19/2016 and passed by the Metropolitan King
County Council on 2/29/2016, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci

No: 0


Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 1 day of MARCH, 2016.



Dow Constantine, County Executive

Attachments: A. Purchase and Sale Agreement

RECEIVED
2016 MAR -2 PM 3:53
CLERK
KING COUNTY COUNCIL

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered by and between KING COUNTY, a political subdivision of the State of Washington (the "Seller") and 195th Ave NE LLC, a Limited Liability Company (the "Buyer"). Seller and Buyer are also referred to herein individually as a "Party" or collectively as "Parties". This Agreement shall be effective as of the date it has been executed by both Parties ("Effective Date").

RECITALS

A. Seller is the owner of that certain real property located at 9413 and 9425 195th Avenue NE, in unincorporated King County, State of Washington, the legal description of which is attached hereto as EXHIBIT A (the "Real Property").

B. Seller desires to sell the Real Property and Buyer desires to purchase the Real Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1.

PURCHASE AND TRANSFER OF ASSETS

1.1. **PROPERTY TO BE SOLD.** Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller's right, title and interest in the Real Property as legally described in EXHIBIT A;

1.1.2. all of Seller's right, title and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Real Property ("Personal Property");

1.1.4. all of Seller's easements and other rights that are appurtenant to the Real Property including but not limited to, Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property."

ARTICLE 2. PURCHASE PRICE

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, in full payment therefor, Buyer shall pay to Seller on the Closing Date a total purchase price of FOUR-HUNDRED THIRTY THOUSAND and NO/100^{ths} DOLLARS (\$430,000.00) (the "Purchase Price").

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

2.3. DEPOSIT. Within three (3) business days after the Effective Date, Buyer shall deliver to First American Title Insurance Company (the "Escrow Agent"), in its capacity as the Parties' closing agent, immediately available cash funds in the amount of TEN THOUSAND AND NO/100^{ths} (\$10,000.00) (the "Deposit"). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1. ORGANIZATION. The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in Section 5.1 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

3.1.3. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated

hereby except for Faith Roland of Roland Resources Inc, who is entitled to a commission in connection with this Agreement based on a commission agreement dated August 13, 2015 ("Commission Agreement"). Compensation to Roland Resources Inc shall be paid by Seller in accordance with the Commission Agreement at Closing.

3.1.4. FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or

(b) sell, dispose of or encumber any portion of the Property.

3.1.5. FOREIGN PERSON. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

3.2. REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

3.2.1. ORGANIZATION. Buyer is a Limited Liability Company duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a Limited Liability Company, and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

3.2.3. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby except for Thai Nguyen of John L. Scott, who is entitled to a commission in connection with this Agreement based on the Commission Agreement. Compensation shall be paid in accordance with the Commission Agreement at Closing.

3.3. CONDITION OF PROPERTY.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the

section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer has chosen to not inspect the Property; Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "Condition of the Property"), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence or condition of utilities serving the Property;
- (g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D

("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller's disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that seller provided buyer the opportunity to inspect and investigate the property, but buyer elected not to conduct a physical inspection or investigation of the Property. Buyer further acknowledges and agrees that Buyer is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

Buyer acknowledges and agrees that it approves and accepts the Condition of the Property and accordingly agrees to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Buyer shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the

cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage and expense relating to or arising out of, directly or indirectly, the condition of the Property for occurrences on or after the Closing Date, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath 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. Occurrences on or after the Closing Date include seepage, migration, escape, or exacerbation, to the extent caused by Buyer, its employees, agents, contractors or tenants, of Hazardous Substances that were present on the Property before the Closing Date.

3.4. RISK OF LOSS. Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

3.5. DISCLOSURES. Buyer acknowledges receipt of (a) Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards in the form attached hereto as **EXHIBIT E**, and (b) King County Septic Addendum to Purchase and Sale Agreement in the form attached hereto as **EXHIBIT F**.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

4.2. TITLE COMMITMENT. Buyer shall within fifteen (15) days after the Effective Date obtain a preliminary commitment for an owner's standard coverage policy of title insurance (the "Title Commitment") issued by First American Title Insurance Company (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as

restrictions or exceptions to title to the Property.

4.3. REVIEW OF TITLE COMMITMENT. Buyer shall have until thirty (30) days after the Effective Date (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment ("Buyer's Objections"). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's Objections of any exceptions to title which Seller will not remove or otherwise resolve ("Seller's Response"), and Buyer may, at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have seven (7) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

4.4. OWNER'S TITLE INSURANCE POLICY. At the Closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

ARTICLE 5.

METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY

5.1. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date ("Council Approval Period"). If the Council Approval Contingency is not satisfied within the Council Approval Period, the Parties may agree to extend the Council Approval Period for up to an additional sixty (60) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate,

the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

ARTICLE 6.
COVENANTS OF SELLER PENDING CLOSING

6.1. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 7.
COVENANTS OF BUYER PENDING CLOSING

7.1. CONDUCT, NOTICE OF CHANGE. Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 8.
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing and Seller shall exert its best efforts to cause each such condition to be fulfilled:

8.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by at or before the Closing shall have been properly performed in all material respects.

8.3. TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

8.4. **CONDEMNATION.** No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

8.5. **DEBRIS AND PERSONAL PROPERTY.** Buyer and Seller shall coordinate with one another to carry out a joint visit to the Property within 30 days of the Effective Date to identify debris and personal property, which may not include items that are fixtures or otherwise attached to the Property, that Buyer wishes Seller to remove from the Property prior to Closing. Within five days of the joint visit, Buyer shall provide a reasonable request in writing to Seller identifying the debris and personal property that Buyer would like Seller to remove from the Property. Within five days of receiving Buyer's written request, Seller shall indicate which items Seller agrees to remove, which agreement shall not be unreasonably withheld, conditioned or delayed. Such removal shall be at Sellers' cost and expense. Seller will exercise reasonable care during the removal of debris and personal property and report any damage caused by removal to Buyer.

ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

9.1. **DELIVERY OF DOCUMENTS.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

9.2. **OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects.

9.3. **TITLE.** The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

ARTICLE 10. CLOSING

10.1. **CLOSING/CLOSING DATE.** The Closing shall take place within ten (10) days following the removal of all the contingencies in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties ("Closing Date"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

10.2. **PRORATIONS.** Real property taxes and assessments shall be prorated as of the

Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1. A bargain and sale deed conveying the Property substantially in the form of EXHIBIT B attached hereto;

10.3.2. A bill of sale and assignment duly executed by the Seller in substantially the form of EXHIBIT C, attached hereto for the Personal Property, if any;

10.3.3. A seller's certificate of non-foreign status substantially in the form of EXHIBIT D, attached hereto.

10.4. BUYER'S DELIVERY OF PURCHASE PRICE AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be the right to bring an action for specific performance or to terminate this Agreement and receive a refund of the Deposit.

11.2.3. LITIGATION.

In the event of litigation by either Party to enforce or interpret this Agreement as against the other Party, the substantially prevailing Party in such action shall be awarded its reasonable attorneys' fees and costs, including without limitation costs with respect to the initial litigation and with respect to any appeal(s) thereof. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney of the same expertise and experience as the prevailing party's attorney(s) who is in a private practice.

11.3. TIME.

11.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

11.3.2. COMPUTATION OF TIME. Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Buyer: Siddharth Jha
195th Ave NE LLC
C/O SEL, Inc.
1420 5th Ave, Suite 3000
Seattle, WA 98101

With a copy to: Stokes Lawrence, P.S.
1420 5th Ave, Suite 3000
Seattle, WA 98101
Attention: Sean Griffiee

If to Seller: King County
King County Facility Management Division Real Estate Services Section
500 Fourth Avenue, Room 830
Seattle, WA 98104 Attn: Steve Rizika

With a copy to: King County Prosecuting Attorney's Office
Civil Division

King County Courthouse 516 3rd Avenue, Suite W400
Seattle, WA 98104
Attention: John Briggs

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

11.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8. BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

11.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

11.10. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

11.11. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13. NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

11.14. ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent, which shall not be unreasonably withheld, conditioned or denied.

11.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.16. SELLER'S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Steve Rizika, who is an employee of King County, and is a member of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Steve Rizika has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17. INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Section 3.3.4 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

11.19. EXHIBITS. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status
EXHIBIT E	Disclosure of Lead-Based Paint and Lead-Based Paint Hazards
EXHIBIT F	King County Septic Addendum

EXECUTED on the dates set forth below.

SELLER: KING COUNTY


By:  _____

Name: Anthony Wright

Title: Director, Facilities Management Division

Date: 11/13/15

BUYER:

By:  _____

Name: Siddharth Jha

Title: Managing Director, 195th Ave NE LLC

Date: 11/10/15

APPROVED AS TO FORM:

By:  _____

Senior Deputy Prosecuting Attorney

EXHIBIT A.**LEGAL DESCRIPTION****9413 195th Avenue NE Redmond, WA 98053**

That portion of the southeast quarter of the northeast quarter of Section 6, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of said subdivision;

Thence south 03°09'47" west, along the west line thereof, 445.11 feet; Thence south 89°07'30" east, 700.48 feet;

Thence north 02°52'45" east, 200.28 feet;

Thence north 88°12'24" east 50 feet, more or less, to the westerly line extended southerly of the tract conveyed to Tom O. Omley and Gloria M. Omley, his wife, by deed recorded under Recording Number 6611636 and the **True Point of Beginning**;

Thence continuing north 88°12'24" east 139.75 feet, more or less, to the west line of Rudolph Erikson Road, as conveyed to King County by deed recorded under Recording Number 2581726;

Thence northerly along said west line, to the south line of Conrad Olsen Road, as conveyed to King County by deed recorded under Recording Number 2581723;

Thence westerly, along said south line, 165 feet; Thence southerly to the **True Point of Beginning**; **Except** the north 130 feet in width thereof.

Less that portion reserved for public road purposes lying easterly of a line parallel with and offset 42.00 feet westerly of the right-of-way centerline of 195th Avenue NE as shown on Northeast Novelty Hill Road Phase I right-of-way plan set, King County Map No. 316-34, records of the King County Road Engineer.

AND

9425 195th Ave NE Redmond, WA 98053

The east 75 feet of the north 130 feet of that portion of the north half of the north three quarters of the southeast quarter of the northeast quarter of Section 6, Township 25 North, Range 6 East, W.M., in King County, Washington, lying westerly of 195th Avenue Northeast "Rudolph Erickson Road" and southerly of Northeast 95th Street "Conrad Olsen Road",

Less that portion reserved for public road purposes lying easterly of a line parallel with and offset 42.00 feet westerly of the right-of-way centerline of 195th Avenue NE and lying northerly of a line parallel with and offset 30.00 feet southerly of the right-of-way centerline of NE 95th Street and lying northerly,

northeasterly, and easterly of a tangent 25.00 foot radial curve joining said parallel offset centerlines, said curve being concave to the southwest, as shown on Northeast Novelty Hill Road Phase I right-of-way plan set, King County Map No. 316-34, records of the King County Road Engineer.

EXHIBIT B

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

KING COUNTY
ATTENTION: STEVE RIZIKA
500 4th AVENUE RM 830
SEATTLE, WA 98104

BARGAIN AND SALE DEED

**Grantor – King County, Washington Grantee – 195th Ave NE LLC
Legal – See Exhibit A to Bargain and Sale Deed Tax Acct. – Portions of 062506-9117 and
062506-9118**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. _____, does hereby bargain, sell and convey unto the Grantee, 195th Ave NE LLC, a limited liability company, the following the real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

**GRANTOR
KING COUNTY**

**GRANTEE
195th Ave NE LLC**

BY: _____

BY: _____

NAME: Anthony Wright

TITLE: Director, Facilities Management Division TITLE: Managing Director

DATE: _____

DATE: _____

Approved as to Form:

By _____

Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony Wright, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that he was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington, residing

at _____
City and State

Signature

Printed Name

My appointment expires

NOTARY BLOCK FOR 195TH AVE NE LLC

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the _____ day of _____ in the year _____ before me personally came **SIDDHARTH JHA** to me known, who, being by me duly sworn, did depose and say that he resides in 303 East 33rd Street, New York, New York 10016 (if the place of residence is in a city, include the street and street number, if any, thereof); that he is the **MANAGING DIRECTOR** of **195TH AVE NE LLC**, a Washington limited liability company, described in and which executed the above instrument; and that he signed his name thereto by authority of the members of said limited liability company.

City and State

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

9413 195th Avenue NE, Redmond, WA 98053

That portion of the southeast quarter of the northeast quarter of Section 6, Township 25 North, Range 6 East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of said subdivision;

Thence south 03°09'47" west, along the west line thereof, 445.11 feet; Thence south 89°07'30" east, 700.48 feet;

Thence north 02°52'45" east, 200.28 feet;

Thence north 88°12'24" east 50 feet, more or less, to the westerly line extended southerly of the tract conveyed to Tom O. Omley and Gloria M. Omley, his wife, by deed recorded under Recording Number 6611636 and the **True Point of Beginning**;

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Thence northerly along said west line, to the south line of Conrad Olsen Road, as conveyed to King County by deed recorded under Recording Number 2581723;

Thence westerly, along said south line, 165 feet; Thence southerly to the **True Point of Beginning**; Except the north 130 feet in width thereof.

Less that portion reserved for public road purposes lying easterly of a line parallel with and offset 42.00 feet westerly of the right-of-way centerline of 195th Avenue NE as shown on Northeast Novelty Hill Road Phase I right-of-way plan set, King County Map No. 316-34, records of the King County Road Engineer.

AND

9425 195th Ave NE, Redmond, WA 98053

The east 75 feet of the north 130 feet of that portion of the north half of the north three quarters of the southeast quarter of the northeast quarter of Section 6, Township 25 North, Range 6 East, W.M., in King County, Washington, lying westerly of 195th Avenue Northeast "Rudolph Erickson Road" and southerly of Northeast 95th Street "Conrad Olsen Road".

Less that portion reserved for public road purposes lying easterly of a line parallel with and offset 42.00 feet westerly of the right-of-way centerline of 195th Avenue NE and lying northerly of a line parallel with and offset 30.00 feet southerly of the right-of-way centerline of NE 95th Street and lying northerly,

northeasterly, and easterly of a tangent 25.00 foot radial curve joining said parallel offset centerlines, said curve being concave to the southwest, as shown on Northeast Novelty Hill Road Phase I right-of-way plan set, King County Map No. 316-34, records of the King County Road Engineer.

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this _____ day of _____, 2015, by KING COUNTY, a political subdivision of the State of Washington ("Seller"), in favor of 195th Ave NE LLC, a limited liability company ("Buyer"), with reference to the following facts.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller's right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A of the Purchase and Sale Agreement.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

EXHIBIT D**Seller's Certification of Non-Foreign Status under Foreign Investment in Real Property
Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this _____ day of _____, 2015.

King County, Transferor:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

EXHIBIT E

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated _____ 1
between 195th Ave NE LLC ("Buyer" and/or "Lessee") 2
Buyer and/or Lessee Buyer and/or Lessee
and King County ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor
concerning 9413 195th Ave NE Redmond WA 98104 (the "Property"). 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6-14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16-20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22-24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 27
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
- (b) Records and reports available to the Seller/Lessor (check one below): 30
 - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 31-34
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 35-36

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 37-38

A. B. Loh 9/24/2015 _____ 39
Seller/Lessor Date Seller/Lessor Date

Buyer/Lessee initials Date Buyer/Lessee initials Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment 40

(c) Buyer/Lessee has received copies of all information listed above. 41

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 42

(e) Buyer has (check one below only if Purchase and Sale Agreement): 43

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 44
45

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 46
47

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead In Your Home" for more information). 48
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This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52
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The Seller may, at the Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 57
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If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 66
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Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s). 75
76
77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 78
79

Sell She 11/4/15 80
Buyer/Lessee Date Buyer/Lessee Date

Brokers' Acknowledgment 81

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 82
83

Selling Broker Date Listing Broker Date 84

9-24 9-24
Buyer/Lessee Initials Date Seller/Lessor Initials Date 85

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**
Addendum to Purchase & Sale or Lease Agreement

The following is part of the Purchase and Sale Agreement dated _____ 1
between 195th Ave NE LLC ("Buyer" and/or "Lessee") 2
Buyer and/or Lessee Buyer and/or Lessee
and King County ("Seller" and/or "Lessor") 3
Seller and/or Lessor Seller and/or Lessor
concerning 9425 195th Ave NE Redmond WA 98104 (the "Property"). 4
Address City State Zip

Purchase & Sale Agreement Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 6-14

Lease Agreement Lead Warning Statement 15

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. 16-20

Cancellation Rights 21

If a residential dwelling was built on the Property prior to 1978, Buyer may rescind the Agreement at any time up to 3 days after Buyer receives this Disclosure, unless Buyer receives this disclosure prior to entering the Agreement. 22-24

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 25

Seller's/Lessor's Disclosure 26

- (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 27
 - Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 28
 - Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 29
- (b) Records and reports available to the Seller/Lessor (check one below): 30
 - Seller/Lessor has provided the Buyer/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). 31-32
 - Seller/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 33-35

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made and information provided by Seller are true and accurate. 37-38

On Blood 9/29/2015 39
Seller/Lessor Date Seller/Lessor Date
SS 9/29/15 OB 9/29/15
Buyer/Lessee (Initials) Buyer/Lessee Initials Date Seller/Lessor Initials Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND LEAD-BASED PAINT HAZARDS**

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment 40

(c) Buyer/Lessee has received copies of all information listed above. 41

(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home." 42

(e) Buyer has (check one below only if Purchase and Sale Agreement): 43

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 44

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 45

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead In Your Home" for more information). 46-51

This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 52-58

The Seller may, at the Seller's option, within days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the closing date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the closing date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to cash payments from Seller to Buyer or adjustments in the purchase price. If such an agreement on non-repair remedies is secured in writing before the expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 59-65

If the Seller does not give notice that the Seller will correct the conditions identified in Buyer's risk assessment or inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within days (3 days if not filled in) after expiration of the time limit in the preceding subparagraph or delivery of the Seller's notice pursuant to the preceding subparagraph, whichever first occurs. The earnest money shall then be returned to the Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that the Buyer will be required to purchase the Property without the Seller having corrected the conditions identified in Buyer's risk assessment or inspection and without any alternative remedy for those conditions. 66-74

Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.08 based on any conditions identified in inspection and/or risk assessment report(s). 75-77

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 78-79

Siddi Omer 11/14/15
Buyer/Lessee Date Buyer/Lessee Date 80

Brokers' Acknowledgment 81

Brokers have informed the Seller/Lessor of the Seller's/Lessor's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility to ensure compliance. 82-83

Selling Broker Date Listing Broker Date 84

[Signature] 5 [Signature] 9-29-15
Buyer/Lessee Initials Date Seller/Lessor Initials Date 85

EXHIBIT F

**KING COUNTY SEPTIC ADDENDUM TO PURCHASE AND SALE
AGREEMENT**

KING COUNTY SEPTIC ADDENDUM TO
PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated October 8, 2015 1
between 195th Ave NE LLC, and or assigns ("Buyer") 2
Buyer Buyer
and King County ("Seller") 3
Seller Seller
concerning 9413+9425 195th Ave Redmond WA 98053 (the "Property"). 4
Address City State Zip

THIS ADDENDUM SUPERCEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON- 5
SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY. 6

1. **Type of OSS.** The Property is: 7
 - Served by a private septic system 8
 - Served by a shared septic system 9
 - Not served by an approved public or private sewer system (if checked, only Paragraph 5 applies) 10
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property 11
 - (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any 12 applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects. 13
3. **King County Board of Health Code ("Health Code").** 14
 - a. **Health Code.** Seller will retain a licensed on-site system maintainer ("OSM") to prepare a monitoring and 15 performance inspection report of the OSS ("Operation and Maintenance Report") and to complete the other 16 requirements of Health Code § 13.60.030. As soon as the OSM completes the requirements of Health Code § 17 13.60.030, Seller shall deliver to Buyer a copy of the Operation and Maintenance Report and a copy of the 18 maintenance records for the OSS, if available. 19
 - b. **Operation and Maintenance Report Contingency.** Buyer's obligations under this Agreement are contingent 20 on Buyer's approval of the Operation and Maintenance Report. This contingency shall be deemed waived 21 unless Buyer gives notice of disapproval of the Operation and Maintenance Report within _____ days 22 (5 days if not filled in) after receipt of the Operation and Maintenance Report. If Buyer gives timely notice of 23 disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 24
 - c. **On-Site Sewage System Operation and Maintenance Requirements.** Seller shall deliver to Buyer a 25 Seller's Notice of On-Site Sewage System Operation and Maintenance Requirements, which shall be 26 recorded before Closing. Buyer shall deliver to Seller on or before Closing a Buyer's Declaration of Receipt of 27 Copy of Notice of On-Site Sewage System Operation and Maintenance Requirements. In addition, Buyer 28 shall pay the Operation and Maintenance Program Fee, as set forth in the applicable fee schedule. 29
4. **Inspection and Pumping Contingency.** If checked, Seller shall have the OSS inspected and, if necessary, 30 pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the 31 inspection report within _____ days (15 days if not filled in) of mutual acceptance. If Seller had the OSS 32 inspected and, if necessary, pumped within _____ months (12 months if not filled in) of mutual 33 acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an 34 inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required 35 by Buyer's lender. 36
This Agreement is conditioned on Buyer's approval of the inspection report from the OSS service company. 37
This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report 38 within _____ days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely 39 notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 40
- Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer 41 shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and 42 time of the inspection. 43
- Advisory Notice Regarding Pumping.** The OSS should not be pumped before the Operation and Maintenance 44 Report is performed by the OSM as required by Health Code § 13.60.030. The Operation and Maintenance 45 Report requires that the system be observed before it is pumped. 46
5. **Other.** 47

SS 11/14/15 [Signature] 11/17/2015
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date