

**ATTACHMENT A:**

**PURCHASE AND SALE AGREEMENT**

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is entered between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “Seller”) and **KENNY BOSIK AND JESSICA MAVIN** (the “Buyer”). Seller and Buyer are also referred to individually as a “Party” or collectively as “Parties.” This Agreement is effective the date both parties execute (“Effective Date”) the Agreement.

### RECITALS

**A.** Seller is the owner of that certain real property commonly known as King County tax assessor’s parcel no. 362006-9002 on 46502 268th Avenue SE, King County, State of Washington, the legal descriptions of which are 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, the 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, 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, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of **Six Hundred Thousand Dollars (\$600,000.00)** (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 five (5) business days after the Effective Date, Buyer shall deliver to Chicago Title Company (the “Escrow Agent”), in its capacity as the Parties’ closing agent, immediately available cash funds in the amount of **Six Thousand Dollars (\$6,000.00)** (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 home rule charter county and 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 5.2 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 other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with Seller or any action taken by Seller.

**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 that Buyer, and any person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer's obligations hereunder. Further, this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.1. 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 other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker's, finder's, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

**3.3. CONDITION OF PROPERTY.**

**3.3.1. SELLER DISCLOSURE STATEMENT.** To the maximum extent permitted by Chapter 64.06 RCW, 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 Chapter 64.06 RCW. 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 Chapter 64.06 RCW. Buyer acknowledges that 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, Chapter 70A.305 RCW ("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, Chapter 90.48 RCW, 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 will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and 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.

(c) Buyer acknowledges and agrees that it approves and accepts the Condition of the Property and accordingly agree 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, and any person or entity claiming by or through 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 Property, 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.

**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 because of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

## **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 ten (10) days after the Effective Date obtain a preliminary commitment for an owner’s standard coverage policy of title insurance (the “Title Commitment”) issued by Chicago Title (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. When 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 fifteen (15) 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 five (5) 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 three (3) 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 five (5) 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. CONTINGENCIES**

**5.1. INSPECTIONS.** Buyer waives its rights to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property except those set forth in Section 5.2(subject to the limitations set forth below and Section 5.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege, or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

**5.2. RIGHT OF ENTRY.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct a boundary and topography survey and soil testing for septic design and drainage upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on the Property. Apart from soil testing for septic design and drainage, invasive tests of the Property, such as drilling or excavation, are subject to Seller's prior written approval. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling

that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify, and defend Seller, its officers, agents, and employees, from and against all claims, losses, or liability for injuries to persons, sickness, or death of persons, including employees of Buyer (“Claims”) caused by or arising out of any act, error, or omission of Buyer, its officers, agents, contractors, subcontractors, or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents, or employees.

**5.3. RIGHT OF ENTRY INSURANCE.** Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor’s Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

**5.4. 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”). Seller may extend the Council Approval Period for 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 Seller 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.

## **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 fifteen (15) 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 Bellevue, 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 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 to terminate this Agreement and receive a refund of the Deposit.

**11.2.3. ATTORNEY'S FEES.** In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

**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 PM 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. Notwithstanding the foregoing, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

<b>If to Buyer:</b>	KENNY BOSIK AND JESSICA MAVIN 47302 252 <sup>nd</sup> Ave SE Enumclaw, WA 98022 Jmavin@live.com
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**If to Seller:** King County  
King County Facility Management Division  
Real Estate Services Section  
401 Fifth Avenue, Suite 930  
Seattle, WA 98104  
Attn: Amanda Tran  
atran@kingcounty.gov

With a copy to: King County Prosecuting Attorney's Office  
Civil Division  
1191 2<sup>nd</sup> Ave., Suite 1700  
Seattle, WA 98101  
Attn: Raam Wong  
Raam.wong@kingcounty.gov

**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. If either Party brings 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.

**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 Amanda Tran, who is an employee of King County, and is a Real Property Agent of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Amanda Tran 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 Sections 3.3.4 and 5.1.2 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.

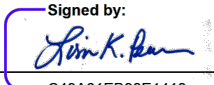
**11.19. EXHIBITS.** The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

**SELLER: KING COUNTY**

By:  Signed by:  
C49A61EB98E1418...

Name: Lisa K Pearson

Title: Director,  
Facilities Management Division

Date: 12/19/2025

**BUYER: KENNY BOSIK**

By:  Authentisign  
Kenny Bosik

Name: Kenny Bosik

Date: 12/17/2025

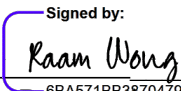
**BUYER: JESSICA MAVIN**

By:  Authentisign  
Jessica Mavin

Name: Jessica Mavin

Date: 12/17/2025

APPROVED AS TO FORM:

By:  Signed by:  
6BA571BB3870479  
Senior Deputy Prosecuting Attorney

**EXHIBIT A.**

**LEGAL DESCRIPTION**

The Northwest quarter of the Northeast quarter of Section 36, Township 20 North, Range 6 East, Willamette Meridian, in King County, Washington;

EXCEPT any portion thereof lying within the right of way for 268th Avenue Southeast; and

EXCEPT that portion thereof, if any, lying within the Drainage District No. 6 right of way.

TAX PARCEL NUMBER: 362006-9002

**EXHIBIT B.**

**BARGAIN AND SALE DEED**

**AFTER RECORDING RETURN TO:**  
KENNY BOSIK AND JESSICA MAVIN  
47302 252<sup>ND</sup> Ave SE  
Enumclaw, WA 98022

**BARGAIN AND SALE DEED**

**Grantor -- King County, Washington**  
**Grantee -- KENNY BOSIK AND JESSICA MAVIN**  
**Legal - - - - PTN NW ¼ NE ¼ 36-20-06**  
**Tax Acct. – 362006-9002**

The Grantor, KING COUNTY, a home rule charter county and political subdivision of the State of Washington, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, pursuant to King County Ordinance No. \_\_\_\_\_, does hereby bargain, sell, and convey unto the Grantee, KENNY BOSIK AND JESSICA MAVIN, the following real property situated 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**  
**KENNY BOSIK**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Director, Facilities Management Division DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

**GRANTEE**  
**JESSICA MAVIN**

By \_\_\_\_\_  
Senior Deputy Prosecuting Attorney

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTARY BLOCKS APPEAR ON NEXT PAGE**

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LISA K PEARSON, 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 SHE 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

\_\_\_\_\_  
Printed Name

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR KENNY BOSIK**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the \_\_\_\_\_ 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

\_\_\_\_\_  
Printed Name

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR JESSICA MAVIN**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the \_\_\_\_\_ 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

\_\_\_\_\_  
Printed Name

at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**TO BARGAIN AND SALE DEED**

**LEGAL DESCRIPTION**

The Northwest quarter of the Northeast quarter of Section 36, Township 20 North, Range 6 East, Willamette Meridian, in King County, Washington;

EXCEPT any portion thereof lying within the right of way for 268th Avenue Southeast; and

EXCEPT that portion thereof, if any, lying within the Drainage District No. 6 right of way.

TAX PARCEL NUMBER: 362006-9002

**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**

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THIS BILL OF SALE is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of KENNY BOSIK AND JESSICA MAVIN (“**Buyer**”).

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.

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

SELLER:

By: \_\_\_\_\_

Name: Lisa K Pearson

Title: Director, Facilities Management Division

**EXHIBIT A**  
**TO BILL OF SALE**

**LEGAL DESCRIPTION**

The Northwest quarter of the Northeast quarter of Section 36, Township 20 North, Range 6 East, Willamette Meridian, in King County, Washington;

EXCEPT any portion thereof lying within the right of way for 268th Avenue Southeast; and

EXCEPT that portion thereof, if any, lying within the Drainage District No. 6 right of way.

TAX PARCEL NUMBER: 362006-9002

**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, Suite 930 King County Chinook Building, 401 Fifth 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 \_\_\_\_\_, 2025.

King County, Transferor:

By: \_\_\_\_\_  
 Name: Lisa K Pearson  
 Title: Director, Facilities Management Division

## FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This First Amendment to Real Estate Purchase and Sale Agreement (the “Amendment”) is made and entered by and between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “Seller”) and **KENNY BOSIK AND JESSICA MAVIN** (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Amendment shall be effective as of the date it has been executed by both Parties (“Effective Date”).

### RECITALS

- A. WHEREAS, Seller and Buyer are Parties to that certain Real Estate Purchase and Sale Agreement (the “PSA”) with an Effective Date of December 19, 2025, for property commonly known as King County tax assessor’s parcel no. 362006-9002 on 46502 268th Avenue SE, King County, State of Washington.
- B. WHEREAS, the Parties acknowledge that, at the time of the execution of the PSA, both Seller and Buyer intended for the Property to be conveyed subject to a Reserved Agricultural Easement.
- C. WHEREAS, the Parties further acknowledge that the form of the Bargain and Sale Deed attached as **Exhibit B** to the PSA did not contain the specific language for said Reserved Agricultural Easement.
- D. WHEREAS, the Parties now desire to amend the PSA to substitute the correct form of the deed to reflect their original intent.

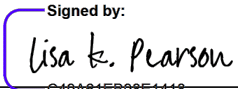
### AGREEMENT

**NOW THEREFORE**, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to amend the PSA as follows:

- A. Exhibit B of the PSA is hereby deleted in its entirety and replaced with the Bargain and Sale Deed Subject to Reserved Agricultural Easement attached to this Amendment as **New Exhibit B**. The Parties agree that the form of the deed attached as **New Exhibit B** shall be the “substantially” similar form required for conveyance at Closing under Section 4.1 of the Agreement.
- B. In addition to any exceptions shown in the Title Commitment to which Buyer does not object, the “Permitted Exceptions” shall expressly include the Reserved Agricultural Easement and all covenants, conditions, and restrictions set forth in the Bargain and Sale Deed conveyed at Closing.
- C. Except as expressly provided in this First Amendment, all other terms and conditions of the Agreement remain in full force and effect.

EXECUTED on the dates set forth below.


**SELLER: KING COUNTY**

By:  Signed by:  
C49A61EB98E1418...

Name: Lisa K Pearson  
Title: Director,  
Facilities Management Division

Date: 2/12/2026

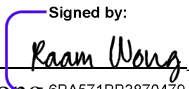
**BUYER: KENNY BOSIK**

By:  Authentisign

Name: Kenny Bosik

Date: 02/10/2026

APPROVED AS TO FORM:

By:  Signed by:  
6BA571BB3870479...

Raam Wong  
Senior Deputy Prosecuting Attorney

**BUYER: JESSICA MAVIN**

By:  Authentisign

Name: Jessica Mavin

Date: 02/10/2026

**NEW EXHIBIT B.**

**BARGAIN AND SALE DEED**

**AFTER RECORDING RETURN TO:**  
KENNY BOSIK AND JESSICA MAVIN  
47302 252<sup>ND</sup> Ave SE  
Enumclaw, WA 98022

**BARGAIN AND SALE DEED  
SUBJECT TO RESERVED AGRICULTURAL EASEMENT**

**Grantor -- King County, a home rule charter county and political subdivision of the State of Washington**  
**Grantee -- KENNY BOSIK AND JESSICA MAVIN**  
**Legal: NW 1/4 OF NE 1/4 36-20-06 LESS CO RD DNR LEASE #10-A68940**  
**Tax Acct. 362006-9002**

Grantor, King County, a home rule charter county and political subdivision of the State of Washington, for and in consideration of ten dollars and other good and valuable consideration in hand, does hereby convey and warrant unto Kenny Bosik and Jessica Mavin the real property legally described in EXHIBIT A, attached hereto and incorporated herein by this reference (the "Property"), subject to the permitted exceptions set forth in EXHIBIT B, and further subject to the reserved agricultural easement set forth in this deed, which covenants are intended to be running covenants burdening the real property described in Exhibit A and benefiting the land that makes up Grantor's system of parks, recreation, and open space lands. A site plan ("Site Plan") of the Property is attached hereto as EXHIBIT C, and is incorporated herein by this reference. The covenants contained in this deed shall bind Grantor and Grantee and their respective successors and assigns. Grantor and Grantee are sometimes referred to herein individually as a "Party" and together as the "Parties."

**RESERVED AGRICULTURAL EASEMENT**

1. **Purpose.** King County has an interest in preventing the conversion of agricultural lands to non-agricultural uses and it is the purpose of this reserved agricultural easement ("Easement Reservation") to protect the prime farmland soils and to retain the agricultural viability of the Property. The Property is Farm and Agricultural Land as defined in RCW 84.34.020(2), possesses agricultural soils, and has other characteristics, referred to in this Easement Reservation as "Conservation Values," that make it very suitable for the commercial production of agricultural products. The Property also contributes natural, open space, ecological, habitat, and scenic values, referred to herein as "Open Space Values", which are of importance to the citizens of King County. The characteristics of the Property are documented in an inventory of relevant features, dated \_\_\_\_\_, 2025 and located in a file entitled Baseline Documentation on file at the offices of the King County and incorporated herein by this reference. The Baseline Documentation consists of reports, maps,

photographs, surveys of known cultural sites and other documentation that provide, collectively, an accurate representation of the Property as of the date of the conveyance of this Property and which are intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement Reservation. The Easement Reservation herein furthers the objectives of the King County Comprehensive Plan to ensure the conservation and productive use of King County's natural resource lands. This Easement Reservation is also responsive to the Washington State Growth Management Act as it serves to retain open space, encourages the conservation of productive agricultural lands, discourages incompatible uses of these lands, and maintains and enhances natural resource-based industries occurring thereon. This Easement Reservation will preserve the Property for activities consistent with agricultural and open space uses in perpetuity in accordance with the specific terms and conditions hereinafter set forth. None of the covenants, terms, or conditions herein contained shall be construed as allowing a use that is not otherwise permitted by applicable state and local laws, codes, standards, and ordinances. Grantee shall conduct all reserved and permitted uses and activities under this Easement Reservation to meet all requirements of federal, state and local statutes, rules, and regulations as they may be amended from time to time.

2. Restrictions on Use. The Property is hereby permanently restricted to agricultural and open space uses and may not be used for any other purpose. Grantor strongly encourages Grantee to farm the Property or to lease the Property for farming. Such uses shall be carried out in accordance with applicable law and in compliance with the purpose and terms of this Easement Reservation. Without limiting the generality of the foregoing, Grantee acknowledges and agrees the Property must be managed or farmed under a "Farm Management Plan," which shall be submitted to Grantor, or an agency or agencies designated by Grantor, for review and approval within twelve (12) months of the date of this Easement Reservation. The Farm Management Plan shall conform to Administrative Rule PUT 8-21, or its successor. A copy of the Farm Management Plan shall be kept on file at the offices of King County, specifically the office that houses the King County Farmland Preservation Program. Requirements for the Farm Management Plan is more fully described in Section 9 of this Easement Reservation.

A. "Agricultural uses," as used herein, means:

- i. The growing, raising, and production of horticultural and agricultural crops (including, but not limited to, vegetables, berries, other fruits, cereal grains, herbs, and hay), and the processing and marketing, for consumption off-premises, of such crops and products. Although intended to support agricultural activity on the Property, such processing and marketing may include agricultural crops from other properties, provided that such activity serves to maintain the economic viability of agricultural operations on other farmlands in King County, and provided further, that the amount of such activity is approved in writing by Grantor. On-premises tasting and sampling of horticultural and agricultural crops is permitted if necessary for the performance of processing and marketing activities that are otherwise allowed herein.
- ii. All forms of animal husbandry, including the processing and marketing for off-premises consumption, of the animals or their products. Although intended to

support agricultural activity on the Property, such processing and marketing may include animal products from other properties, provided that such activity serves to maintain the economic viability of agricultural operations on other farmlands in King County, and provided further, that the amount of such activity is approved in writing by Grantor. On-premises tasting and sampling of animals or their products is permitted if necessary for the performance of processing and marketing activities that are otherwise allowed herein.

iii. Uses that are consistent with the classification as “Farm and Agricultural Land” as that term is defined in RCW 84.34.020(2).

iv. Infrastructure and facilities, such as manure digesters or wind turbines, that support and/or enhance the agricultural use of the Property, are permitted, provided that the predominate use of the property and the majority of its area that is suitable for agricultural production is used for the growing or raising of agricultural crops and/or animal products. Infrastructure and facilities, such as manure digesters, that utilize agricultural products, must use products that are produced on-site, but may combine those products with products or materials produced off-site, provided that such activity is approved in writing by Grantor. It is the intent of this provision to promote the economic viability of agricultural operations on the Property and on other farmlands in King County.

v. Agricultural uses do not include the primary use of the Property as a site for processing and/or marketing agricultural crops and animal products as these activities must be secondary to the use of the Property for the growing, raising, and production of horticultural and agricultural crops and/or all forms of animal husbandry.

B. “Open space uses,” as used herein, means:

i. Agricultural uses as defined above;

ii. Non-agricultural uses that conserve and enhance natural, scenic, or designated historic resources on the Property, and that do not permanently compact, remove, sterilize, pollute, or otherwise impair the use of the soil on the Property for the raising of horticultural or agricultural crops.

C. Neither open space nor agricultural uses include the following: commercial and industrial activities that are unassociated with agriculture; the construction, habitation, or other use of a dwelling unit and/or farm worker housing, except to the extent such use is specifically reserved in this Easement Reservation; placement, construction, or expansion of buildings, structures, or roads for non-agricultural uses; restaurants or other establishments primarily intended for the consumption of food or beverages; the construction or use of golf courses, parking lots unassociated with agricultural uses, zoos, kennels, catteries, athletic fields, campgrounds, or vehicle raceways or animal raceways other than those principally used for the exercise of animals grown, raised, or produced on the Property. Agricultural and open space uses do not allow or include

the conversion of Property to fish or wildlife habitat, unless such conversion will directly benefit the agricultural use of the Property as approved in writing by Grantor or unless the area is designated in the Baseline Documentation as being available for such conversion. Open space uses may include trails for non-motorized use by the public.

3. Dwelling Units. “Dwelling Unit,” as used herein, means a permanent or mobile structure designed and used for single-family residential occupancy.
  - A. Reservation of Dwelling Unit. Grantee shall have the right to the use of one single-family dwelling unit. There are currently no dwelling units existing on the Property as of the date of this Easement Reservation. Grantee may not construct or modify a dwelling unit on the Property without the express written permission of Grantor. The total living space square footage of any new or remodeled reserved dwelling unit shall not exceed 3,000 square feet which is approximately 150% of the median size of dwelling unit living space in King County’s Agricultural Production Districts, as determined by King County Assessor’s records.
  - B. The dwelling unit must be used for the sole purpose of accommodating Grantee and their successors in interest to the Property, the farm operator, or the families of such persons, or for accommodating on-farm agricultural employees of Grantee or operator and their families. The dwelling unit cannot be leased to the public-at-large.
  - C. No more than one dwelling unit will be permitted, regardless of whether the Property is subdivided or its boundaries are altered. If the Property is subdivided, or its boundaries altered, reference to this Easement Reservation must be shown on the map of the subdivided or altered property and Exhibit C must be recorded as part of the subdivision or alteration so that any future conveyance or change in ownership of the Property shall be explicitly subject to and governed by Exhibit C.
  - D. If a portion of the Property is conveyed separate from the whole, the conveyance instrument shall state that no dwelling units are allocated to that portion, and Exhibit C shall be attached to the conveyance instrument and recorded with it.
  - E. Failure to record Exhibit C upon subdivision, boundary alteration, or upon the conveyance of a portion of the Property, shall not invalidate or otherwise affect the restriction of the total number of reserved dwelling units and their location(s) on the Property.
4. Accessory Dwelling Units. “Accessory Dwelling Unit,” as used herein, means a separate, complete dwelling unit that is attached to or contained within the structure of a reserved dwelling unit or is contained within a separate structure that is accessory to and on the same legal lot as a reserved dwelling unit.
  - A. There are no accessory dwelling units on the Property as of the date of this conveyance. Only one accessory dwelling unit may be placed on the Property. The

total living space square footage of an accessory dwelling unit shall not exceed 1,000 square feet unless the accessory dwelling unit is wholly contained within a basement or attic of a reserved dwelling unit. Property containing an accessory dwelling unit cannot be subdivided or conveyed separately from the property on which the dwelling unit is located unless the accessory dwelling unit is removed prior to such action. The use of any accessory dwelling unit shall be limited to Grantee and Grantee's successors in interest to the Property, the farm operator, or the families of such persons, or for accommodating on-farm agricultural employees of Grantee or operator and their families. An accessory dwelling unit may not be leased to the public-at-large.

- B. Grantee must obtain written permission from Grantor prior to the construction or installation of an accessory dwelling unit. Nothing herein shall be deemed to waive the requirement to obtain any required permits from the agency of the appropriate government responsible for issuing development permits. A new accessory dwelling unit must be approved by Grantor in writing, and shown on an updated Site Plan. If Grantor approves such construction, Grantor shall modify the Baseline Documentation on file at the offices of King County accordingly.
5. Agricultural Employee Dwelling Units. "Agricultural Employee Dwelling Unit," as used herein, means a dwelling unit in which the total living space square footage does not exceed 1,000 square feet and which is used to house agricultural employees who are employed to work on the Property.
  - A. There are no agricultural employee dwelling units on the Property as of the date of this conveyance. Only one agricultural employee dwelling unit may be placed on the Property. The agricultural employee dwelling unit is not included in the number of dwelling units allowed on the Property nor is it considered to be an accessory dwelling unit. If the primary use of the Property changes to a non-agricultural use, any constructed agricultural employee dwelling units must be removed. Property containing an agricultural employee dwelling unit cannot be subdivided or conveyed separately from the rest of the Property unless said structure is permanently removed prior to such action. The agricultural employee dwelling unit may only be occupied by agricultural employees who are employed to work on the Property.
  - B. Grantee must obtain written permission from Grantor prior to the construction or installation of an agricultural employee dwelling unit. Nothing herein shall be deemed to waive the requirement to obtain any required permits from the agency of the appropriate government responsible for issuing development permits. A new agricultural employee dwelling unit must be approved by Grantor in writing, and shown on an updated Site Plan. If Grantor approves such construction, Grantor shall modify the Baseline Documentation on file at the offices of King County accordingly.
6. Emergencies. Grantee may undertake any activities that are (a) necessary to protect health or safety; (b) required to prevent significant property damage on the Property; or (c) required by and subject to compulsion of any governmental agency. Notwithstanding the preceding sentence, Grantee shall first reasonably attempt to notify Grantor prior to taking such action.

If Grantor cannot provide consent, with or without conditions, within such time as is reasonable under the circumstances, Grantee may proceed with such action without consent.

7. Further Restrictions on Use of the Property. Grantee, and Grantee's heirs, successors, and assigns, shall only be entitled to use, lease, maintain, or improve the Property for agricultural and open space uses, and shall comply with the following terms, conditions, restrictions, and covenants, which are permanently binding on the Property:
  - A. Grantee may not subdivide the Property in a manner that reduces any parcel to less than thirty-five (35) acres. Grantee must obtain written permission from Grantor prior to initiating any subdivision or boundary line adjustment. All restrictions imposed by this Easement Reservation shall survive any subdivision. No boundary line adjustment that combines the Property, or any portion thereof, that is subject to this Easement Reservation, with property on which the development rights have not been conveyed to King County, is permitted. Subdivisions or boundary line adjustments which would result in any parcel exceeding the limit on non-tillable surface as specified in this Easement Reservation are prohibited.
  - B. No more than a total of five (5) percent of the Property, or of any parcel thereof resulting from any future subdivision of the Property, boundary line adjustment, or conveyance of a portion of the Property, shall be covered by structures or non-tillable surfaces. For purposes of this Easement Reservation, "structures" include, but are not limited to, residences, barns, machine sheds, permanent greenhouses, associated structures, retail and processing facilities, surfaced parking areas, surfaced driveways, surfaced roadways, and surfaced pads. Temporary shelter for soil-dependent cultivation of horticultural or viticultural crops (e.g., "high tunnels" where crops can be planted directly in the ground) is not considered a structure. For purposes of this Easement Reservation, "non-tillable surfaces" include, but are not limited to, asphalt, concrete, gravel, or any other cover material not normally associated with cultivation of the soil. Naturally-occurring non-tillable surfaces, such as rock outcrops, bodies of water, or stands of mature trees within aquatic area buffers, shall not be counted against the five (5) percent non-tillable surface limitation. Non-tillable surfaces within public right-of-way or utility easements that exist upon the date of this conveyance, or which are approved in writing by Grantor after the date of this conveyance, shall not be counted against the five (5) percent non-tillable surface limitation. Prior to the creation of any non-tillable surface, the topsoil on the area so affected shall be removed and used elsewhere on the Property. Nothing in this Section 7(B) shall be construed as superseding any perming requirements by an entity having land use authority over the Property.
  - C. Grantee is prohibited from mining, drilling, or extracting gas, gravel, or minerals on or under the Property that breaks the surface of the Property. Temporary disruption of the Property, not to exceed one acre in total, for the extraction of subsurface materials is permitted only if the extracted materials are used in connection with agricultural activities occurring on the Property. No part of the surface of the Property may be

used for storage or processing of gas, oil, or minerals taken from the Property, other than storage for the private use of the occupants of the Property.

- D. Grantee is prohibited from conducting any subsurface activities, including excavation for permitted underground utilities, pipelines, or other underground installations, which would cause permanent disruption of the surface of the Property. Grantee shall restore any temporarily disrupted surfaces in a manner consistent with agricultural uses, including restoration of the original soil horizon sequence, within one year of when the soils were initially disrupted.
- E. Grantee is prohibited from the dumping or storing solid or liquid waste, trash, rubbish, Hazardous Materials, or noxious materials, on the Property. "Hazardous Materials" include explosives; veterinary or medical wastes; radioactive wastes; chemical, biological, or petroleum products that are not being used for agricultural purposes and which may pose a substantial present or potential hazard to humans, wildlife, or the environment and which, either singularly or in combination, have toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties, or are corrosive, explosive, flammable, or may generate pressure through decomposition or other means. The temporary storage of waste generated on the Property is permitted provided such storage is in compliance with all applicable laws. For purposes of this Easement Reservation, "temporary storage" means storage for the duration of one year or less. Grantee may compost biodegradable materials for on-site application at agronomic rates, provided such composting is done in accordance with all applicable laws. Production of compost for sale or off-site application must be predominately of biodegradable materials produced on the Property or of biodegradable materials that have been used for agricultural purposes on the Property, and done in accordance with all applicable laws. For purposes of this Easement Reservation, "hazardous materials" or "noxious materials" do not include biosolids, herbicides, pesticides, rodenticides, insecticides, and fertilizers applied and maintained in accordance with federal, state, and local law.
- F. Grantee may not conduct any activities on the Property that violate sound agricultural soil and water conservation management practices.
- G. Grantee may not erect any signs on the Property, unless such signage is erected for the following purposes:
  - i. to state the name of the property and the name and address of the occupant;
  - ii. to advertise any use or activity consistent with the agricultural or open space uses as herein defined; or
  - iii. to advertise the property for sale or rent.
- H. Recreational uses of the Property are limited to passive recreational open space uses such as hiking, fishing, horseback riding, in-season hunting and fishing, and other

forms of recreation that do not require site modification to accommodate motorized, mechanical, or electronic accessories. All forms of developed recreation or recreation that adversely impacts the conservation purposes of this Easement Reservation are prohibited.

- I. Unless otherwise prohibited by law, Grantee may cut trees to control insects and disease, prevent personal injury and property damage, obtain wood for personal use, construct fences (provided such construction is authorized by this Easement Reservation), and, with advance written permission of Grantor, maintain grasslands. Except for trees produced as agricultural products, any commercial harvesting of trees shall be conducted in accordance with a King County approved forest stewardship plan prepared by a professional forester and in accordance with state and local regulations and the Forest Stewardship Plan Public Rule (PUT 8-19-2). The provisions of this Section 7(I) shall not be construed to allow uses otherwise inconsistent with agriculture and open space uses as defined herein.
- J. Grantee may repair or replace existing fences, or construct new fences, for the purposes described in the Farm Management Plan referenced in this Easement Reservation.
- K. Grantee may install, repair, and maintain ditches, drainage tiles, and other water conveyance or impoundment features to support and further enhance the agricultural purposes cited in this Easement Reservation.
- L. Grantee may not construct, install, or relocate roads or public or private utilities (including communication services and alternative energy facilities over or under the Property) that affect the suitability of the Property for agricultural use, unless (i) such construction, installation, or relocation is necessary to serve the Property and uses permitted by this Easement Reservation, or (ii) the Metropolitan King County Council has found it necessary to convey a road or utility easement for such construction, installation or relocation, in accordance with Ordinance 4341. Grantee may not convey any road or utility easements, including temporary easements, without the express written permission of Grantor.
- M. Grantee shall not engage in any use or activity that causes or is likely to cause significant soil degradation, erosion, or significant contamination or pollution of any soils or surface or substrate waters on the Property.
- N. The creation, enhancement, restoration or preservation of wetlands, fish or wildlife habitat, or other natural resources for the purpose of, directly or indirectly, compensating for or mitigating resource losses or damages in any way associated with actual or potential impacts of development, except for impacts caused by Grantee on the Property (“Compensatory Mitigation”), is prohibited on the Property. For purposes of this Easement Reservation, “Compensatory Mitigation” includes, but is not limited to, mitigation banking, conservation banking, and any other sale or

exchange of mitigation credits based on the creation, restoration, enhancement, or preservation of such natural resources within the Property.

- O. Grantee may engage in home occupations or home industries, as defined in Chapter 21A.06 of the King County Code (as may be amended from time to time), provided such activities are subordinate to the use of the Property for agricultural purposes, and provided further that all the following requirements are met:
- i. The home occupation or home industry must be consistent with the size, scale, and intensity of the existing agricultural use of the Property as of the date of this conveyance, and must maintain the primacy of and be subordinate to the use of the Property for agricultural purposes; and
  - ii. The home industry or home occupation must adhere to the restrictions contained in this Easement Reservation and in Chapter 21A.30 of the King County Code, (as may be amended from time to time); and
  - iii. The home industry or home occupation must be owned and operated by the Grantee or a farm operator as authorized by this Easement Reservation; and
  - iv. All activities associated with the home occupation or home industry are subject to the limitation on non-tillable surfaces as is specified in this Easement Reservation; and
  - v. If the home industry is sited in a barn or other agricultural structure, the Grantee must be able to provide verification that the home industry is subordinate to the use of the Property as a farm, and that the affected agricultural structure remains available for uses supportive of farm operations; and
  - vi. No new structures or surfaces, to be used primarily for the operation of a home industry or home occupation, may be constructed or installed on the Property; and
  - vii. If there is any discrepancy between the covenants and restrictions contained in this Easement Reservation and the restrictions on home industries and occupations contained in King County Code, the more restrictive of the two shall prevail.
8. Restriction on Use of the Property to Satisfy Conservation and Open Space Requirements for Development or Use of Other Real Property. Except as is otherwise provided herein, if at any time Grantee applies to a federal, state, or local governmental authority to make use of any other real property including, but not limited to, real property that is contiguous to any of the Property burdened by this Easement Reservation, which proposed use is conditioned by such government authority on the existence of a specified quantity of open space or other restrictions on development, then the Property shall not be used to contribute toward the satisfaction of any such open space requirement. This restriction shall not apply if the

proposed use of the other real property is an agricultural or open space use, as defined in Section 2 of this Easement Reservation.

9. Farm Management Plan. Grantee and Grantee's heirs, successors, and assigns, shall maintain the Property and conduct all agricultural operations on the Property in a manner consistent with a Farm Management Plan, as those terms are defined in Section 2 of this Easement Reservation.
  - A. Grantee's Farm Management plan shall be prepared in consultation with King Conservation District, meet the standards established in Administrative Rule PUT 8-21, or its successor and meet the approval standards of other agency or agencies as designated by the King County. The Farm Management Plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this conveyance. Notwithstanding the previous sentence, Grantee may develop and implement a management plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. Grantor shall have the right to enter upon the Property, with advance notice to Grantee, to monitor compliance with the Farm Management Plan.
  - B. If Grantee fails to comply with the Farm Management Plan, Grantor shall work with Grantee to explore methods of compliance and provide Grantee a reasonable amount of time, not to exceed twelve (12) months, to take corrective action. If Grantee fails to bring the Property into compliance within twelve (12) months, but has demonstrated a good faith effort to do so and is making measurable progress, Grantor may provide an extension to the corrective action timeline. Grantor may take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the Farm Management Plan.
10. Subsequent Liens. No provisions of this Easement Reservation shall be construed as impairing the ability of Grantee to use the Property as collateral for a loan, provided that any mortgage or lien associated with the loan is subject to or subordinated to this Easement Reservation.
11. Responsibilities of Grantor and Grantee Not Affected. Except as explicitly specified in this Easement Reservation, this Easement Reservation is not intended to impose any legal or other responsibility on Grantor or in any way affect any existing obligations of Grantee.
12. No Public Rights Conveyed by Easement Reservation. The Parties acknowledge that, except as specifically provided herein, this Easement Reservation does not grant, expand, or extend any rights to the general public, including, without limitation, any rights of public access to, on, or across, the Property.
13. Remedies. Grantee acknowledges and agrees that Grantor has the right to enforce the terms of this Easement Reservation, including to prevent and correct or require correction of violations of the terms, conditions, restrictions, and covenants of this Easement Reservation.

- A. Grantor shall have the right to prevent, or cause Grantee to prevent, any use of, or activity on, the Property that is inconsistent with the purpose and terms of this Easement Reservation, including trespasses by members of the public, and shall have the right to undertake or cause to be undertaken the restoration of such areas or features of the Property that are materially damaged by activities contrary to the provisions of this Easement Reservation. After giving reasonable notice to Grantee or Grantee's heirs, successors, or assigns, Grantor or its authorized representative shall have the right to enter from time to time onto the Property and into structures located thereon for the sole purposes of inspection and enforcement of the terms, conditions, restrictions, and covenants imposed by this Easement Reservation. Grantor shall have the right to enter upon the Property, at a mutually agreeable date and time and upon prior reasonable notice to Grantee, to inspect the Property after major natural events occur, such as fires, windstorms, and floods. Grantor will exercise its access rights in compliance with applicable laws and in a manner that will not materially disturb or interfere with Grantee's reserved rights, any other person's lawful use of the Property, or Grantee's quiet enjoyment of the Property.
- B. If Grantor becomes aware of or finds a violation of this Easement Reservation, Grantor may, at its discretion, take all appropriate legal action in law or equity, or pursue administrative remedies under the King County Code. Upon discovery of a violation, Grantor shall notify Grantee in writing of the violation. Except when an ongoing or imminent violation could, as determined by Grantor, seriously impair the Conservation Values of the Property, King County shall give Grantee written notice of the violation and a minimum of thirty (30) days to correct it before filing any legal action, including any administrative activity under the King County Code.
- C. If Grantee fails to cure the violation within the time period prescribed by this Section 13, King County may (i) seek enforcement under the provisions of the King County Code, (ii) bring an action in court to enforce the terms of this Easement Reservation, to enjoin the violation, and to require restoration of the Property to the condition that existed prior to any such injury, or (iii) pursue the remedies described in both (i) and (ii). Grantee agrees that Grantor's remedies at law for any violation of the terms of this Easement Reservation are inadequate and that Grantor shall be entitled to the injunctive relief described in this Section (both prohibitive and mandatory), in addition to such other relief to which Grantor may be entitled, including specific performance of the terms of this Easement Reservation, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. All such actions for injunctive relief may be taken without Grantor being required to post bond or provide other security. If a court of competent jurisdiction finds that a violation has occurred, Grantee shall reimburse Grantor for all related expenses incurred in halting and correcting the violation, including, but not limited to, actual costs of restoration, court costs, and reasonable attorneys' fees. Because the actual impairment of, or damage to, the Conservation Values resulting from Grantee's breach of this Easement Reservation would be impractical or extremely difficult to measure, the Parties agree that the money damages Grantor is entitled to recover from

Grantee shall be, at Grantor's election, the higher of (i) the amount of economic gain realized by Grantee from violating the terms of this Easement Reservation, or (ii) the cost of restoring any Conservation Values or Open Space Values that have been damaged by such violation. If Grantor selects the second of these two measures, Grantee agrees to allow Grantor and Grantor's agents and contractors to enter upon the Property to conduct restoration activities.

14. Enforcement. Enforcement of the terms of this Easement Reservation shall be at the discretion of Grantor. Any forbearance by Grantor to exercise its rights under this Easement Reservation in the event of Grantee's breach of any terms of this Easement Reservation shall not be deemed or construed to be a waiver by Grantor of such term, or of any of Grantor's rights under this Easement Reservation. No delay or omission by Grantor in the exercise of any right or remedy upon any breach by Grantee shall impair such right or remedy, or be construed as a waiver. Any failure by Grantor to discover a violation of this Easement Reservation, or any forbearance by Grantor in exercising its rights under this Easement Reservation in the event of Grantee's breach, shall not be deemed a waiver by Grantor of such rights with respect to any subsequent violation. No waiver or waivers by Grantor, or Grantor's successors or assigns, of any breach of a term, condition, restriction, or covenant contained herein, shall be deemed a waiver of any subsequent breach of such term, condition, restriction, or covenant, or of any other term, condition, restriction, or covenant contained herein.
15. No Alteration or Amendment. The terms, conditions, restrictions, and covenants contained in this Easement Reservation shall not be altered or amended unless such alteration or amendment is made in writing by Grantor and Grantee. Any such alteration or amendment shall be consistent with the purposes of King County Ordinance No. 4341, codified in Section 26.04 of the King County Code, as heretofore or hereafter amended. Any amendment to this Easement Reservation shall be recorded in the official records of King County, Washington.
16. Restrictions Binding on Successors and Third Parties. The Parties agree that the terms, conditions, restrictions, and covenants contained herein shall be binding upon Grantee, their agents, personal representatives, heirs, assigns, and all other successors in interest to the Property and possessors of the Property, and shall be permanent terms, conditions, restrictions, covenants, servitudes, and easements running with and perpetually binding the Property. Any interests in the Property held or obtained by third parties shall be subordinate to the terms of this Easement Reservation.
17. Notice. Certain provisions of this Easement Reservation require Grantee to give notice to Grantor prior to undertaking certain uses and activities to provide Grantor with an opportunity to adequately ensure that the proposed use or activity is designed and implemented in a manner that is consistent with the purpose of this Easement Reservation. Whenever such notice is required, and no alternate timeline for notice is provided herein, Grantee shall provide such notice in writing not less than ninety (90) days prior to the date Grantee intends to undertake the use or activity in question. The notice shall describe the proposed use or activity in sufficient detail to allow Grantor to make an informed judgment as to its consistency with the terms of the Easement Reservation. Grantor agrees to provide a written response to the notice in a timely manner.

18. Consent Not Unreasonably Withheld. Whenever this Easement Reservation requires a Party's consent, such consent may be withheld only upon a reasonable determination by that Party that the action as proposed would be inconsistent with the purpose or terms of this Easement Reservation, and such action cannot be modified to make the proposed action consistent with the purpose and terms of this Easement Reservation. A Party's consent may include reasonable conditions that must be satisfied in undertaking the proposed action, use, or activity to be consistent with the purpose and terms of this Easement Reservation.

19. Addresses for Notices. Any notice, demand, request, consent, concurrence, approval, or communication that either Party desires or is required to give to the other shall be in writing either served personally or sent by registered mail or overnight courier with proof of delivery, addressed as follows:

To Grantee:                   Kenny Bosik and Jessica Mavin  
                                      47302 252<sup>nd</sup> Ave SE  
                                      Enumclaw, WA 98022

To King County:           King County Water and Land Resources Division  
                                      201 South Jackson Street, Suite 6300  
                                      Seattle, WA 98104-3855

20. No Merger. If at any time Grantor re-acquires the underlying fee title in the Property, its interest granted by this Easement Reservation will not merge with fee title but will continue to exist and be managed as a separate estate.

21. Valuation. This Easement Reservation constitutes a real property interest vested in Grantor. For purposes of this Section 22, the Parties stipulate that these Development Rights have a fair market value determined by multiplying (i) the then fair market value of the Property unencumbered by the Easement Reservation (minus any increase in value attributable to improvements on the Property), at the time of termination or extinguishment, as determined by an appraisal that meets standard real property appraisal methods by (ii) the ratio of the value of the Easement Reservation at the time of this grant to the value of the Property, unencumbered by the Easement Reservation, at the time of this grant.

22. No Affirmative Obligations; Indemnification. Grantor, in retaining this Easement Reservation and related interests described herein, assumes no affirmative obligations whatsoever for the management, supervision, or control of the Property or of any activities occurring on the Property. Grantee shall indemnify King County and hold King County harmless from all damages, costs (including, but not limited to, attorneys' fees and other costs of defense incurred by King County), and other expenses of every kind arising from or incident to any claim or action for damages, injury, or loss suffered or alleged to have been suffered on or with respect to the Property. Nothing in this Easement Reservation shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantor to exercise physical or managerial control over the day-to-day operations of the Property, or

any of Grantee's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"). This provision shall be binding upon Grantee for so long as they hold fee title to the Property, and shall bind their successors in interest to the fee title to the Property.

23. Environmental Liability

Grantee shall release, defend, indemnify, and hold harmless King County, from and against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath, or from the Property, or arising from or connected with a violation of any Environmental Laws, by Grantee. Grantee's indemnification obligation shall not be affected by any authorizations provided by Grantor to Grantee with respect to the Property or any restoration activities carried out by Grantor on the Property; provided, however, that Grantor shall be responsible for any Hazardous Materials contributed by King County after the date of this conveyance.

- A. "Environmental Law" or "Environmental Laws" means any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect. For purposes of this Section 23, "Hazardous Materials" has the same meaning as given in Section 7(E) of this Easement Reservation.
- B. Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Property, of a hazardous substance, Grantee agrees to take or compel responsible third parties to take all steps required under applicable law and necessary to ensure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantor, in which case Grantor shall be responsible for such remediation to the extent the release was caused by Grantor. At its discretion, Grantor may assist Grantee in compelling third parties to contain and remediate any such release. Notwithstanding any provision of this Section 23 to the contrary, Grantee's use of institutional controls with respect to any release of a Hazardous Material or violation of any Environmental Law shall not be allowed without the consent of Grantor.
24. Rules of Construction. This Easement Reservation shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions. Any ambiguities in this Easement Reservation and questions as to the validity or interpretation of any of its specific provisions shall be resolved in favor of Grantor to preserve the agricultural and open space uses of the Property, and to maintain the goals and objectives expressed in King County Ordinance No. 4341.

25. Severability. If any section or provision of this Easement Reservation is held by any court of competent jurisdiction to be unenforceable, this Easement Reservation shall be construed as though such section or provision had not been included in it, and the remainder of this Easement Reservation shall be enforced as the expression of the Parties' intentions. If any section or provision of this Easement Reservation is found to be subject to two constructions, one of which would render such section or provision invalid, and one of which would render such section or provision valid, then the latter construction shall prevail. If any section or provision of this Easement Reservation is determined to be ambiguous or unclear, it shall be interpreted in accordance with the policies and provisions expressed in Ordinance No. 4341. If any material provision of this Easement Reservation, or the application thereof, to any person or circumstance, is found to be invalid or unenforceable by any court of competent jurisdiction or is superseded by state or federal legislation, rules, regulations, or decisions, so that the intent of these provisions is frustrated, the Parties agree to immediately negotiate a replacement provision to fulfill the intent of the superseded provisions consistent with the purpose of this Easement Reservation and applicable law.

26. Entire Agreement. This Easement Reservation sets forth the entire agreement of the Parties and supersedes all prior discussions, negotiations, understandings, or agreements. No alteration or variation of this Easement Reservation shall be valid or binding unless contained in an amendment that complies with this Easement Reservation.

**GRANTOR: KING COUNTY**

**GRANTEE: KENNY BOSIK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Lisa K Pearson  
Title: Director,  
Facilities Management Division

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

**GRANTEE: JESSICA MAVIN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Senior Deputy Prosecuting Attorney

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY BLOCKS APPEAR ON NEXT PAGE**

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LISA K PEARSON, 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR KENNY BOSIK**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the \_\_\_\_\_ for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**NOTARY BLOCK FOR JESSICA MAVIN**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the \_\_\_\_\_ for the uses and purposes therein mentioned.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

Notary Public in and for the  
State of Washington, residing  
at \_\_\_\_\_  
City and State

My appointment expires \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

The Northwest quarter of the Northeast quarter of Section 36, Township 20 North, Range 6 East, Willamette Meridian, in King County, Washington;

EXCEPT any portion thereof lying within the right of way for 268th Avenue Southeast; and

EXCEPT that portion thereof, if any, lying within the Drainage District No. 6 right of way.

TAX PARCEL NUMBER: 362006-9002

**EXHIBIT B**

**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

## SITE PLAN

