

## Attachment A

**THIRTEENTH AMENDMENT TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS THIRTEENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Amendment") is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between KING COUNTY, a municipal corporation and political subdivision of the state of Washington ("Seller"), and NORTH LOT DEVELOPMENT, L.L.C., a Delaware limited liability company ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated June 21, 2007 (the "Agreement") which provided for the sale by Seller and the purchase by Buyer of certain real property in Seattle, Washington, which property is more specifically described in the Agreement (the "Property"); and

WHEREAS, the Agreement was amended by a First Amendment dated September 28, 2007; a Second Amendment dated October 28, 2007; a Third Amendment dated November 20, 2007; a Fourth Amendment dated January 31, 2008; a Fifth Amendment dated March 20, 2008; a Sixth Amendment dated April 30, 2008; Seventh Amendment dated December 17, 2008; an Eighth Amendment dated June 30, 2009; a Ninth Amendment dated August 29, 2009; a Tenth Amendment dated January 26, 2010; the Eleventh Amendment dated June 24, 2010; and the Twelfth Amendment dated October 20, 2010; and

WHEREAS, the City of Seattle has issued a Master Use Permit dated the 16<sup>th</sup> day of April, 2010, under Permit No. 3009251 for the development of the Property (the "MUP"); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The text of Section 4.5 is of the Agreement is hereby amended with the addition of the following sentence to the end of the second paragraph:

The covenants and conditions contained herein may, however, be limited to specific portions of the Property as explicitly provided for in Sections 4.5.3 and 4.5.5 of the Agreement.

2. The following new provisions are hereby added to Section 4.5.3, which will be subsections h., i and j. to read as follows:

h. Buyer, at its option, may at Closing allocate the required Affordable Housing units between the East Block of the Property ("East Block") and the West Block of the Property ("West Block") in separate covenants for each Block such that seventy (70) Affordable Housing units are required to be provided on the East Block of the Property and thirty (30) Affordable Housing units are required to be provided on the West Block of the Property; subject to Buyer's right to move some or all of the Affordable Housing units from the East Block off-site in the manner provided in the Twelfth Amendment. For the purposes of this Agreement, the East Block is legally described as Parcel Z of Seattle Lot Boundary Adjustment 3008308 recorded under Recording No. 20090514900009, Records of King County and the West Block is legally described as Parcels X and Y of Seattle Lot Boundary Adjustment 3008308 recorded under Recording No. 20090514900009, Records of King County. However, if a new Lot Boundary Adjustment that is substantially the same as the proposed Lot Boundary Adjustment depicted in Exhibit A attached to and incorporated herein by this reference is recorded against the Property and that Lot Boundary Adjustment does not reduce the amount of land available for building structures on the East Block from what would be available from the lots depicted in Exhibit A, then the legal descriptions of the East Block and the West Block may be amended to conform to said new Lot Boundary Adjustment.

i. If Buyer elects to provide off-site Affordable Housing units as permitted under Section 4.5.3.g. of this Agreement and executes and records an instrument as required by Section 4.5.3.g(v) of this Agreement against the off-site property for a specific number of Affordable Housing units, then the requirement for the corresponding number of Affordable Housing units on the East Block shall be satisfied through the process set forth in Section 4.5 of this Agreement.

j. When all of the Affordable Housing units required by this Agreement to be located on either the East Block or the West Block are completed and available for occupancy, then Buyer may amend any covenant for

any required Affordable Housing units on such Block to limit such requirement to only the portion of the Block where the Affordable Housing Units that are completed and available for occupancy are located, provided that the covenant continues to fully bind (i) the building or the master condominium unit in which any Affordable Housing unit is located and, if applicable, the individual condominium unit that is an Affordable Housing unit, and (ii) the land on which such building, such master condominium unit, and the individual Affordable Housing units are located in the manner described in Section 4.5 of this Agreement, and further provided that all other terms of the Affordable Housing covenant being amended remain in full force and effect.

3. The text of Section 4.5.5 of the Agreement is hereby amended with the addition of the following sentence at the end of the section:

Buyer shall covenant to provide the PSA's permanent replacement parking on the East Block and the permanent parking requirements of this covenant shall apply solely to the East Block.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original and all of which taken together shall constitute one and the same agreement.

5. Except as previously amended and as hereby amended, the terms of the Agreement shall remain in full force and effect.

“SELLER”

KING COUNTY, a municipal corporation and political subdivision of the state of Washington

By \_\_\_\_\_  
Its \_\_\_\_\_

APPROVED AS TO FORM:

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

“BUYER”

NORTH LOT DEVELOPMENT, L.L.C.  
a Delaware limited liability company

By: Daniels Development Co., LLC, Manager

By \_\_\_\_\_  
Kevin D. Daniels, Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
Counsel to North Lot Development, L.L.C.

# Exhibit A to Thirteenth Amendment to Purchase and Sale Agreement

## LOT BOUNDARY ADJUSTMENT NO.

GRANTOR (Owners): KING COUNTY  
 GRANTEE: NORTH LOT DEVELOPMENT, LLC  
 NW 1/4 SECTION 5, TOWNSHIP 24, NORTH, RANGE 4 EAST, WM.  
 CONTACT PERSON: ALAN CORNELL  
 NORTH LOT DEVELOPMENT, LLC  
 2401 SOUTH UTAH STREET, STE. 305  
 PHONE: (206) 467-0420  
 FAX: (206) 467-0423  
 E-MAIL: alanc@naso.com

FOR COMPLETE LEGAL DESCRIPTIONS, SEE PAGE 1 OF 2  
 ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT # 7668200780-09  
 # 7666200790-07  
 # 7666200487B-07

DECLARATION: WE THE UNDERSIGNED OWNERS IN FEE SIMPLE [AND CONTRACT PURCHASER(S)] OF THE LAND HERIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT TO BE THE OFFICIAL RECORD AND DECLARE THIS LOT BOUNDARY ADJUSTMENT TO BE THE OFFICIAL RECORD AND DECLARE THAT WE/SIC SIGNED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED. WE HAVE SET OUR HANDS AND SEALS.

ON THIS DAY PERSONALLY APPEARED BEFORE ME TO ME KNOWN STATE OF WASHINGTON } ss. County of KING }  
 COUNTY OF KING }  
 COUNTY OF KING }  
 COUNTY OF KING }

PRINT NAME: \_\_\_\_\_  
 RESIDING AT \_\_\_\_\_  
 COMMISSION EXPIRES: \_\_\_\_\_ NO. \_\_\_\_\_

DECLARATION: WE THE UNDERSIGNED OWNERS IN FEE SIMPLE [AND CONTRACT PURCHASER(S)] OF THE LAND HERIN DESCRIBED DO HEREBY MAKE A LOT BOUNDARY ADJUSTMENT TO BE THE OFFICIAL RECORD AND DECLARE THIS LOT BOUNDARY ADJUSTMENT TO BE THE OFFICIAL RECORD AND DECLARE THAT WE/SIC SIGNED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED. WE HAVE SET OUR HANDS AND SEALS.

OR \_\_\_\_\_ 2011 BECAME ME \_\_\_\_\_ PERSONALLY APPEARED ON THE BASIS OF Satisfactory Evidence TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
 PRINT NAME: \_\_\_\_\_  
 COMMISSION EXPIRES: \_\_\_\_\_ NO. \_\_\_\_\_  
 PRINCIPAL PLACE OF BUSINESS: COUNTY OF VENTURA

RECORDER'S CERTIFICATE  
 Filed for record this \_\_\_\_\_ day of \_\_\_\_\_ 2011, at \_\_\_\_\_ M  
 in book \_\_\_\_\_ of Surveys, at page \_\_\_\_\_ of the request of  
BUSH, ROED & HITCHINGS, INC.  
 Mgr. \_\_\_\_\_ Supt. of Records

### SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of  
NORTH LOT DEVELOPMENT, LLC  
 IN JUNE, 2011.  
 TAYLOR R. SCHULTE, PLS NO. 44646



**BRH**  
**BUSH, ROED & HITCHINGS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 2009 MINOR AVE 1547  
 SEATTLE, WA 98102  
 (206) 323-4144

APPROVAL  
 CITY OF SEATTLE  
 DEPARTMENT OF PLANNING AND DEVELOPMENT  
 DIANE SUGIMURA, ACTING DIRECTOR  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011  
 FOR DIRECTOR LAND USE DIVISION

(Note: Approval of this lot boundary adjustment by the Director of the Department of Planning and Development is required by the Seattle Municipal Code, as amended, in order to be considered as satisfaction of any other applicable legislation or regulations.)  
 KING COUNTY DEPARTMENT OF ASSESSMENTS  
 EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011  
 ASSESSOR

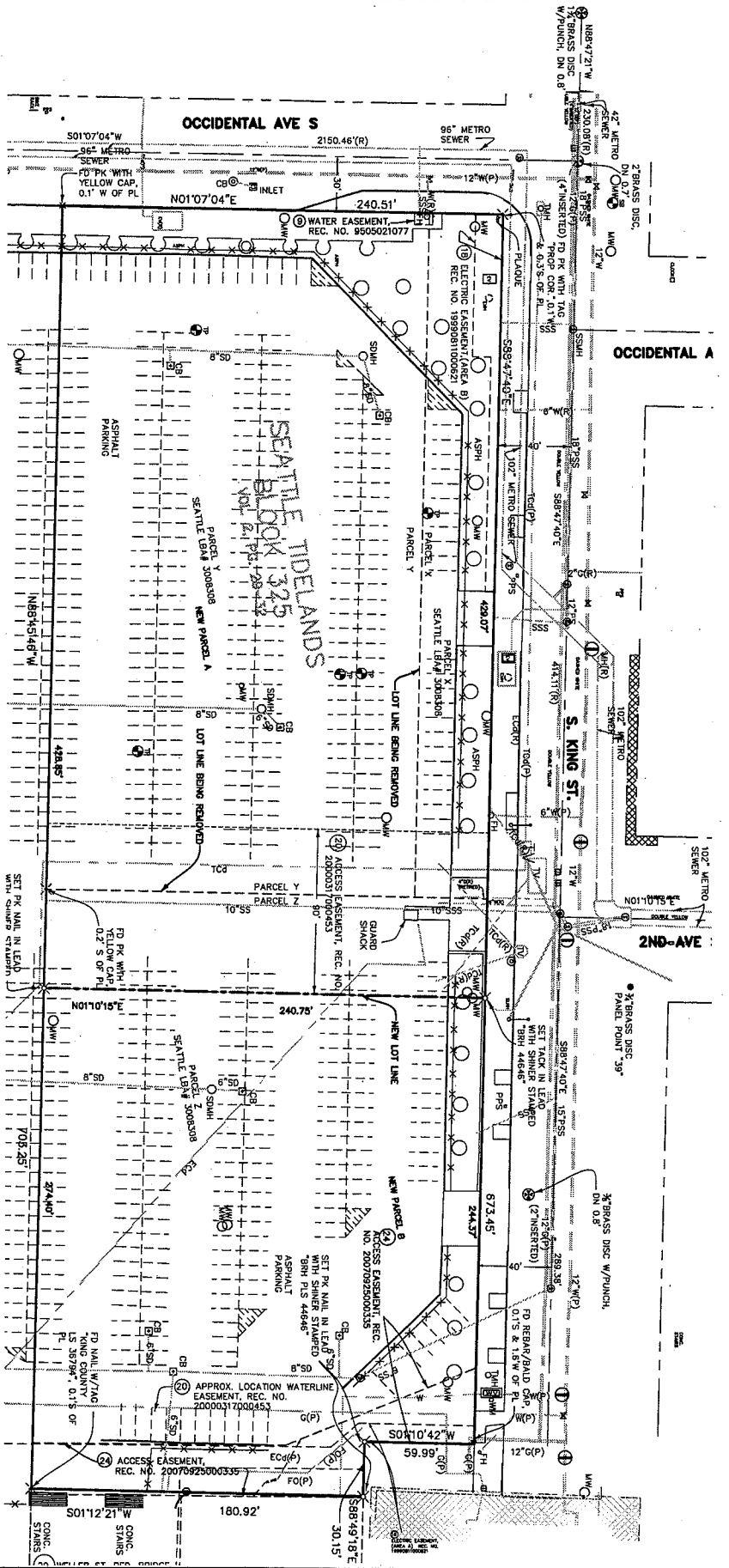
- NOTE: 1. LEGAL DESCRIPTION AND EASEMENTS ACCORDING TO THE DESCRIPTION SHOWN, FURNISHED BY FIRST AMERICAN TITLE NO. 227026, WHICH MANDATED EMENT REPORT DATED DECEMBER 14, 2010.  
 2. HORIZONTAL DATUM: NAD 83/NGS83  
 3. ANGLES AND DISTANCES SHOWN HEREON ARE GROUND.  
 4. INSTRUMENT WAS PERFORMED WITH A LEICA TOR 1203 TOTAL STATION, SERIAL NUMBER 234517.  
 5. PROVISION: PRECISION EXCEEDS 1:10,000 GROUND TRAVELER METHODS AND WERE IN ACCORDANCE WITH WAC 332-130-090.  
 6. DISTINGUISH LEGAL DESCRIPTIONS:  
 PARCELS X, Y AND Z OF CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO. 2006201000126 OF OFFICIAL RECORDS NO. 2006201000126 OF KING COUNTY, WASHINGTON.  
 TITLE REPORT SCHEDULE B EXCEPTIONS:  
 4. TERMS AND CONDITIONS CONTAINED IN CITY OF SEATTLE ORDINANCE NO. 38822 CREATING THE PIONEER SQUARE HISTORIC DISTRICT.  
 5. TERMS AND CONDITIONS CONTAINED IN CITY OF SEATTLE ORDINANCE NO. 11857 PERTAINING TO AMENDED LAND USE AND ZONING.  
 6. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, INFORMATION: MAY 2, 1995 UNDER RECORDING NO. 95062010727 OF OFFICIAL RECORDS.  
 CITY OF SEATTLE, A MUNICIPAL CORPORATION.  
 THE PORTION OF THE TRACT OF LAND PART OF SAID PARCELS X, Y AND Z.  
 7. TERMS AND CONDITIONS CONTAINED IN CITY OF SEATTLE ORDINANCE NO. 38822 CREATING THE PIONEER SQUARE HISTORIC DISTRICT.  
 8. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, INFORMATION: MAY 2, 1995 UNDER RECORDING NO. 95062010727 OF OFFICIAL RECORDS.  
 CITY OF SEATTLE, A MUNICIPAL CORPORATION.  
 THE PORTION OF THE TRACT OF LAND PART OF SAID PARCELS X, Y AND Z.  
 9. GOVERNANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS RECORDED: JUNE 30, 1998  
 RECORDING NO. 9807201024.  
 DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED APRIL 16, 2004 AS RECORDING NO. 20040416001435 OF OFFICIAL RECORDS.  
 10. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "GOVERNANT GEOLGIC HAZARD AREA", EXECUTED BY AND BETWEEN KING COUNTY AND CITY OF SEATTLE, RECORDED APRIL 16, 1998 AS INSTRUMENT NO. 980710197 OF OFFICIAL RECORDS NO. 981010262 OF OFFICIAL RECORDS.  
 11. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "STANDARD AND EXTENSION RESERVES PROPERTY INTERESTS AND EASEMENTS", EXECUTED BY AND BETWEEN KING COUNTY, WASHINGTON AND THE WASHINGTON STATE PUBLIC STANDING AGREEMENT, 1998 AS INSTRUMENT NO. 980710197 OF OFFICIAL RECORDS NO. 981010262 OF OFFICIAL RECORDS.  
 12. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, INFORMATION: AUGUST 11, 1989 UNDER RECORDING NO. 19980811000271  
 CITY OF SEATTLE, A MUNICIPAL CORPORATION.  
 THE PORTION OF THE TRACT OF LAND PART OF SAID PARCELS X, Y AND Z.  
 13. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, INFORMATION: AUGUST 11, 1989 UNDER RECORDING NO. 19980811000271  
 CITY OF SEATTLE, A MUNICIPAL CORPORATION.  
 THE PORTION OF THE TRACT OF LAND PART OF SAID PARCELS X, Y AND Z.  
 14. EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN, INFORMATION: AUGUST 11, 1989 UNDER RECORDING NO. 19980811000271  
 CITY OF SEATTLE, A MUNICIPAL CORPORATION.  
 THE PORTION OF THE TRACT OF LAND PART OF SAID PARCELS X, Y AND Z.

AREA TABLE	EXISTING AREAS	NEW AREAS
PARCEL X	15,002 SQ. FT. OR 0.3444 ACRES	PARCEL A 10,221 SQ. FT. OR 2.366 ACRES
PARCEL Y	175,205 SQ. FT. OR 4.000 ACRES	PARCEL B 64,291 SQ. FT. OR 1,4729 ACRES
PARCEL Z	77,335 SQ. FT. OR 1.7747 ACRES	PARCEL Z 77,335 SQ. FT. OR 1.7747 ACRES
TOTAL	167,512 SQ. FT. OR 3.8455 ACRES	167,512 SQ. FT. OR 3.8455 ACRES

EXCEPT THAT PORTION LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY WASTON OF 2ND AVENUE SOUTH.  
 PARCEL A  
 PARCEL B  
 PARCEL Z  
 PARCEL X AND Y OF LOT BOUNDARY ADJUSTMENT 300338, RECORDED UNDER RECORDING NUMBER 2006051950009, RECORDS OF KING COUNTY, STATE OF WASHINGTON.  
 PARCEL Z OF LOT BOUNDARY ADJUSTMENT 300338, RECORDED UNDER RECORDING NUMBER 2006051950009, RECORDS OF KING COUNTY, STATE OF WASHINGTON.  
 EXCEPT THAT PORTION LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY WASTON OF 2ND AVENUE SOUTH.  
 PARCEL A  
 PARCEL B  
 PARCEL Z

**SURVEY IN THE**  
**SW 1/4 NW 1/4, SEC. 5,**  
**TWP. 24 N., RGE. 4 E., W.M.**  
 DMR. BY: \_\_\_\_\_ DATE: 06/14/11  
 CHK. BY: \_\_\_\_\_ SCALE: NONE  
 JOB NO. 2011016.01  
 SHEET 1 OF 2

# LOT BOUNDARY ADJUSTMENT NO.



## LEGEND

- x— CHAIN LINK FENCE (CLF)
- CB CATCH BASIN
- DEC DECIDUOUS TREE
- ECD ELECTRICAL DUCT (BURIED)
- EV ELECTRICAL VAULT
- OFH FIRE HYDRANT
- GM GAS METER
- GV GAS VALVE
- SM SANITARY MANHOLE
- SS SANITARY SEWER
- SDM STORM DRAIN MANHOLE
- TCO TELEPHONE CONDUIT (BURIED)
- TV TELEPHONE VAULT
- W WATER MANHOLE



GRAPHIC SCALE  
1"=40'

- REFERENCES:**
- RECORD OF SURVEY RECORD IN BOOK 57 OF SURVEYS, PAGE 124, AND RECORDED OWNER RECORDING NUMBER 6709019009, RECORDS OF KING COUNTY, STATE OF WASHINGTON.
  - RECORD OF SURVEY RECORD IN BOOK 129 OF SURVEYS, PAGE 74, AND RECORDED OWNER RECORDING NUMBER 9804219202, RECORDS OF KING COUNTY, STATE OF WASHINGTON.
  - LOT BOUNDARY ADJUSTMENT NO. 3093338, RECORDED IN BOOK 282 OF SURVEYS, PAGE 171, AND RECORDED OWNER RECORDING NUMBER 20090514900008.



**BUSH, ROED & HITCHINGS, INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 2009 LINCOLN AVE. EAST  
 SEATTLE, WA 98102  
 (206) 323-4144

**SURVEY IN THE**  
 SW 1/4 NW 1/4, SEC. 5,  
 TWP. 24 N., RGE. 4 E., W.M.

DRAWN BY:	DATE:	JOB NO.:
IRS	06/14/11	2011016.01
CHECK BY:	SCALE:	SHEET 2 OF 2
DAB	1"=40'	