



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

December 9, 2014

Ordinance 17947

Proposed No. 2014-0377.2

Sponsors McDermott

1 AN ORDINANCE authorizing the executive to execute a  
2 purchase and sale agreement for the sale of eleven  
3 unimproved lots of surplus property located in council  
4 district nine.

5 STATEMENT OF FACTS:

- 6 1. The facilities management division determined that eleven contiguous  
7 lots of unimproved property located in council district nine were surplus to  
8 county needs and offered the property to other county agencies on October  
9 29, 2007, and received no interest.
- 10 2. The facilities management division declared the property surplus to the  
11 current and future foreseeable needs of the county on March 10, 2009.
- 12 3. The facilities management division offered the property for affordable  
13 housing development on April 3, 2012, and found no interest.
- 14 4. The property was marketed by listing the property for sale with the  
15 Northwest Multiple Listing Service.
- 16 5. The property was marketed for approximately fifteen days. Three  
17 purchase offers were received and one accepted. The accepted offer was  
18 submitted by Soundbuilt Northwest, LLC (subsequently known as Copper  
19 Ridge, LLC), on May 24, 2013.

20           6. The agreed purchase price is in the amount of three hundred ninety-  
21           seven thousand four hundred eighty-five dollars.

22           7. The original purchase and sale agreement transmitted with the  
23           proposed ordinance by its terms became void on September 4, 2014.

24           8. A new purchase and sale agreement, with all the same substantive  
25           terms, was signed by the buyer on November 17, 2014.

26           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

27           SECTION 1. The executive is authorized to execute a purchase and sale  
28           agreement for sale of the eleven-lot property to Copper Ridge, LLC, substantially in the

29 form of Attachment A to this ordinance, and to take all actions necessary to implement  
30 the terms of the purchase and sale agreement.  
31

Ordinance 17947 was introduced on 9/8/2014 and passed by the Metropolitan King County Council on 12/8/2014, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr.  
Upthegrove  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



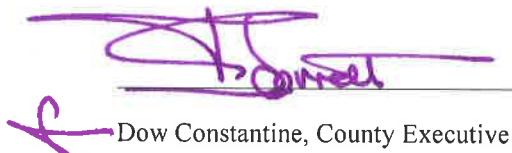
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 17<sup>th</sup> day of December, 2014.



Dow Constantine, County Executive

RECEIVED  
PERM DEC 17 AM 11:51  
CLERK  
KING COUNTY COUNCIL

**Attachments:** A. Real Estate Purchase and Sale Agreement dated November 17, 2014

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS REAL ESTATE PURCHASE AND SALE AGREEMENT** ("Agreement") is made and entered into by and between King County, a home rule charter county and political subdivision of the State of Washington (the "Seller") and Copper Ridge, LLC, a Washington limited liability corporation, with its principal place of business at 12815 Canyon Rd. S.E., Suite M, Puyallup, Washington 98373-5104, (the "Buyer"). Seller and Buyer may also be referred to hereinafter individually as "Party" or collectively as the "Parties." The effective date of the Agreement is defined in Section 11.19 of this Agreement.

### RECITALS

**A.** Seller is the owner of those certain contiguous real properties located in unincorporated King County, Washington, which consist of a total approximate 268,635 square feet, and which are identified as Assessor's Parcel Numbers 032205-9175-06; 020800-0010-08; 020800-0020-06; 020800-0030-04; 020800-0040-02; 020800-0050-09; 020800-0060-07; 02800-0070-05; 032205-9194-03; 032205-9197-00; 815500-0010-04. These parcels are located in the Renton area of unincorporated King County, the legal descriptions for which are attached hereto and incorporated herein by this reference as **EXHIBIT A** (will hereinafter be referred to together as the "Real Property").

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

**C.** The Parties previously entered into a real estate purchase and sale agreement (the "First Agreement") for the Real Property that is the subject of this Agreement. Seller's performance under the First Agreement was contingent on King County satisfying a contingency, which did not occur. As such, the First Agreement terminated by its terms, is of no further force and effect, and the Parties have no continuing obligations thereunder. The Parties now desire to complete the purchase and sale of the Real Property pursuant to the instant Agreement.

### AGREEMENT

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

#### ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

**1.1 PROPERTY TO BE SOLD.** Subject to and upon the terms and conditions set forth in

this Agreement, Seller shall sell and convey to Buyer on the Closing Date (as defined in Section 10.1 below) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

(a) all the Seller's right, title and interest in the Real Property, as legally described in **EXHIBIT A**; subject to Seller's reservation of easements as described in **EXHIBIT B** (the form of deed), which is attached hereto and incorporated herein by this reference, including but not limited to the reservation of easements for slopes, drainage, and the general benefit of King County as provided for in **EXHIBIT B**; and Buyer understands and acknowledges, and it being the express intent of the Parties, that Seller does not intend to convey any of the property previously acquired for road right-of-way purposes;

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

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

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

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

## **ARTICLE 2. PURCHASE PRICE**

**2.1 PURCHASE PRICE AND PAYMENT.** In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of Three Hundred Ninety Seven Thousand Four Hundred Eighty Five AND NO/100ths DOLLARS (\$397,485.00) (the "Purchase Price").

**2.2. DEPOSIT.** Within two (2) business days after the Effective Date, Buyer shall deliver to or confirm prior delivery to First American Title Insurance Company (the "Escrow Agent") in its capacity as the Parties' escrow agent, immediately available cash funds in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) (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. 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.

**2.3. 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 minimus*.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**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 (a) is within the powers of Seller as a home rule charter county and political subdivision of the State of Washington, and (b) 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 and, except as provided in Subsection 3.2.3, no 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 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, as amended and shall deliver to Purchaser prior to the Closing Date 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 Closing Date, Buyer represents and warrants as follows:

**3.2.1. Organization.** Buyer is a limited liability corporation, duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all

requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**3.2.2. Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by Buyer (a) is within the powers of Buyer as a limited liability corporation, and (b) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. No Broker.** No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby except for Todd Pettit of Windermere Real Estate/Maple Valley, who is entitled to a commission in connection with this Agreement based on a commission agreement dated July 25, 2013 ("Commission Agreement"). Compensation shall be paid by Seller in accordance with the Commission Agreement at Closing.

**3.2.4. 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 claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Property. This Section 3.2.4 shall survive Closing and the expiration or earlier termination of this Agreement.

### 3.3. CONDITION OF PROPERTY.

**3.3.1. Seller Disclosure Statement.** To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" (which is contained in Section 6 of the form) if the answer to any of the questions in that section would be "yes." Nothing in the Seller Disclosure Statement creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that the Seller Disclosure Statement 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.** 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, 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 of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- (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;
- (g) The existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Hazardous Substances" shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; "hazardous substance" as defined in the Washington State Model Toxics Control Act ("MTCA"); hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, pesticides, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal; or
- (h) Any other matter with respect to the Property.

### 3.3.3. Buyer Acceptance of Condition of Property.

- (a) Buyer acknowledges and accepts Seller's disclaimer of the condition of the Property in Section 3.3.2 of this Agreement.
- (b) Buyer acknowledges and agrees that, within the Due Diligence Period as defined in Section 5.1 of this Agreement, 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 not 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) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS," including, without limitation, the existence or non-existence of any Hazardous Substances, underground storage tanks or contaminated soil, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances at, from or into the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

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

#### **ARTICLE 4. TITLE MATTERS**

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

**4.2. TITLE COMMITMENT.** Buyer shall within fifteen (15) days after the Effective Date obtain a preliminary commitment for an owner's Extended coverage policy of title insurance (the "Title Commitment") issued by First American Title Insurance Company, located at 818 Stewart Street, Suite 800, Seattle, WA 98101, (206) 728-0400 (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company

causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property. Buyer shall pay the cost of any required survey as well as the cost of additional premiums charged by the title company for said Extended Coverage Policy.

**4.3. REVIEW OF TITLE COMMITMENT AND SURVEY.** Buyer shall have twenty-five (25) days after the Effective Date (the "Review Period") in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment ("Buyer's Objections"). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's Objections of any exceptions to title which Seller will not remove or otherwise resolve ("Seller's Response"), and Buyer may, at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have seven (7) days to make Buyer's Objections to any new exception, and Seller shall have five (5) days to provide Seller's Response.

**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. 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. DUE DILIGENCE INSPECTION AND FEASIBILITY.** Buyer shall satisfy itself by investigation and inspection, at its cost and expense and in its sole and absolute discretion, that the condition of the Property for Buyer's contemplated use meets with its approval ("Due Diligence Contingency"). If Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller within sixty (60) days of the Effective Date ("Due Diligence Period"). In such event this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations

hereunder. If Buyer fails to give such notice to terminate within the Due Diligence Period or affirmatively gives notice that this Due Diligence Contingency is satisfied or waived within the Due Diligence Period, Buyer shall be obligated hereunder without further contingency and the Deposit shall be nonrefundable to Buyer except in the event of a default hereunder by Seller.

**5.1.1. Inspections.** During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Buyer (subject to the limitations set forth below and Section 5.1.2 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 subject to attorney-client privilege or that the Seller is not otherwise protected from disclosing by law; (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.

**5.1.2. 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 tests, investigations and studies set forth in this Article 5 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. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval. The Buyer will not be permitted to undertake activities that damage County 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, 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 and employees. The foregoing indemnity, as well as the indemnity in Section 3.2.4 of this Agreement, is 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.

**5.1.3. Right of Entry Insurance.** Prior to the entry of Buyer or its contractors for inspection and/or testing, 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 (if any invasive testing is to be done) 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 insured.

**5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY.** Seller's performance under this Agreement is contingent on authorization by the Metropolitan King County Council via ordinance for the executive to execute this Agreement. The Council provided such authorization and this contingency was satisfied through passage of Ordinance No. \_\_\_\_\_, which was effective on \_\_\_\_\_. (to be completed by Seller and initialed by both parties upon execution of this Agreement).

## **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 Date (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 Date shall have been performed at or prior to the Closing Date 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 Date.

## **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 Date (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 Date.

## **ARTICLE 8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

All obligations of Buyer hereunder 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 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 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 Date 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 Date 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 Sections 4.1, 4.3 and 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"). Upon execution of this Agreement, the Parties shall set up an escrow account with First American Title Insurance Company, located at 818 Stewart Street, Suite 800, Seattle, WA 98101, (206) 728-0400 (the "Escrow Agent"). The Escrow Agent shall serve as closing agent for the transaction contemplated herein and the Closing shall occur in the offices of Escrow Agent in Seattle, Washington.

**10.2. PRORATIONS.** All prorations shall be made as of the Closing Date. Seller shall pay the cost of one-half (1/2) 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 cost of the preliminary and binding title commitments from the Title Company, 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 the Escrow Agent for delivery to Buyer the following properly executed documents:

(a) A bargain and sale deed conveying the Property in substantially the form of **EXHIBIT B** attached hereto;

(b) 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; and

(c) Seller's certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto.

**10.4. BUYER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Buyer will deliver to the Escrow Agent for delivery to Seller cash or immediately available funds in the amount of the Purchase Price less any deposit made in fulfillment of Section 2.2.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

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

### **11.2. DEFAULT AND ATTORNEYS' FEES.**

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

**11.2.2. Default by Seller.** In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Deposit.

**11.2.3. Attorneys' Fees.** In any action to enforce this Agreement, each Party shall bear its own attorneys' 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 period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or 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 (2) 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 either Party may specify for itself by providing written notice of the address change to the other Party and given as provided herein:

**If to Buyer:** Copper Ridge, LLC  
P.O. Box 73790  
Puyallup, WA 98373

**If to Seller:** King County  
Real Estate Services  
ADM-ES-0830  
500 Fourth Avenue, Room 830  
Seattle, Washington 98104-2337

**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. AGENCY DISCLOSURE.** Buyer is aware that B. Douglas Williams (Listing Agent), is an employee of King County and that he represents the Seller, King County.

**11.7. 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.

**11.8. 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.

**11.9. BINDING EFFECT.** Subject to Section 11.15 below, this Agreement shall be binding upon and inure to the benefit of each Party hereto, its successors and assigns.

**11.10. 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.

**11.11. 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.

**11.12. 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.

**11.13. GOVERNING LAW AND VENUE.** This Agreement and all amendments thereof 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 provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, such lawsuit shall be brought in King County Superior Court.

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

**11.15. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**11.16. 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 had 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 its behalf regarding legal review of this Agreement.

**11.17 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 Doug Williams, who is an employee of King County, and is a representative of the Real Estate



services Section of the Facilities Management Division of the Department of Executive Services. Doug Williams 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.

**11.18. 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

**11.19. EFFECTIVE DATE.**

This Agreement shall be effective as of the date it has been signed by both Parties (the "Effective Date").

**SELLER: KING COUNTY**

**BUYER: COPPER RIDGE, LLC**

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

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

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

Name: Kurt Wilson

Title: \_\_\_\_\_

Title: Manager

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

Date: 11-17-14

APPROVED AS TO FORM:

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

**EXHIBIT A****LEGAL DESCRIPTION**

**Parcel Numbers:** 032205-9175-06, 020800-0010-08, 020800-0020-06, 020800-0030-04, 020800-0040-02, 020800-0050-09, 020800-0060-07, 020800-0070-05, 032205-9194-03, 032205-9197-00 AND 815500-0010-04

Real property in the County of King, State of Washington, described as follows:

The north 104 feet of the south 640 feet of the south 7.5 acres of the east half of the east half of Government Lot 3, Section 3, Township 22 North, Range 5 East, W.M., in King County, Washington;

EXCEPT the east 30 feet thereof conveyed to King County for road purposes by deed recorded under King County Recording No. 5002250;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 032205-9175-06

Real property in the County of King, State of Washington, described as follows:

LOT 1, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0010-08

Real property in the County of King, State of Washington, described as follows:

LOT 2, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0020-06

Real property in the County of King, State of Washington, described as follows:

LOT 3, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0030-04

Real property in the County of King, State of Washington, described as follows:

LOT 4, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0040-02

Real property in the County of King, State of Washington, described as follows:

LOT 5, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0050-09

Real property in the County of King, State of Washington, described as follows:

LOT 6, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0060-07

Real property in the County of King, State of Washington, described as follows:

LOT 7, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0070-05

Real property in the County of King, State of Washington, described as follows:

THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5002249;

AND EXCEPT THE SOUTH 1220 FEET THEREOF;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 032205-9194-03

Real property in the County of King, State of Washington, described as follows:

THE SOUTH 1220 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT THE SOUTH 1120 FEET THEREOF;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5002249;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 032205-9197-00

Real property in the County of King, State of Washington, described as follows:

LOT 1 OF B.H. SUTTLE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 7202020190;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 815500-0010-04

**EXHIBIT B**

**BARGAIN AND SALE DEED**

AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_

**BARGAIN AND SALE DEED**

**Grantor --- King County, Washington**

**Grantee --- Copper Ridge, LLC**

**Legal -----**

**Tax Acct. - Parcel Numbers:** 032205-9175-06, 020800-0010-08, 020800-0020-06, 020800-0030-04, 020800-0040-02, 020800-0050-09, 020800-0060-07, 020800-0070-05, 032205-9194-03, 032205-9197-00 AND 815500-0010-04

The Grantor, KING COUNTY, a home rule charter county and political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. \_\_\_\_\_, does hereby bargain, sell and convey unto the Grantee, Copper Ridge, LLC, a Washington limited liability corporation, the following real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

**RESERVING UNTO GRANTOR KING COUNTY**, its heirs, successors and assigns, permanent easements for slopes, drainage, public road right-of-way, and all related public purposes ("Easements") over, across, along, in, under, upon and through the below-described properties ("Easement Properties"), for those portions of the Easement Properties hereinafter referred to as Easement Areas, depicted on EXHIBIT B attached hereto and incorporated herein by this reference and legally-described herein, together with access to and egress from the Easement Areas over the Easement Properties:

**Easement Property 032205-9175-06**

Grantor reserves a perpetual easement for slopes, cuts and fills and other uses as described herein on the Easement Property legally described as follows:

The north 104 feet of the south 640 feet of the south 7.5 acres of the east half of the east half of Government Lot 3, Section 3, Township 22 North, Range 5 East, W.M., in King County, Washington; EXCEPT the east 30 feet thereof conveyed to King County for road purposes by deed recorded under King County Recording No. 5002250; AND EXCEPT that portion thereof

lying easterly of a line parallel with and 50 feet westerly, measured at right angles, from the Right-of-Way Centerline of 140th Avenue Southeast, as shown on King County Survey No. 3225-22/27235-27 on plan sheets 311-76(RW1) through 311-76(RW20), Records of the King County Roads Engineer and hereby reserved for road right of way purposes.

That portion thereof lying within the following described Easement Area:

That portion of the north 104 feet of the south 640 feet of the south 7.5 acres of the east half of the east half of Government Lot 3, Section 3, Township 22 North, Range 5 East, W.M., in King County, Washington, lying northeasterly of a line beginning at Engineer's Station 308+03, 50 feet left, as shown on King County Survey No. 3225-22/27235-27; thence northwesterly to Engineer's Station 308+14, 63.1 feet left and the end of this line description.

Containing approximately 73 square feet.

**Easement Property 032205-9197-00**

Grantor reserves a perpetual easement for drainage and other uses as described herein on the Easement Property legally described as follows:

The south 1220 feet of the east half of the east half of the southeast quarter of the northwest quarter of Section 3, Township 22 North, Range 5 East, W.M., in King County, Washington; EXCEPT the south 1120 feet thereof; AND EXCEPT the east 30 feet thereof conveyed to King County for road by deed recorded under King County Recording No. 5002249; AND EXCEPT that portion thereof lying easterly of a line parallel with and 50 feet westerly, measured at right angles, from the Right-of-Way Centerline of 140th Avenue Southeast, as shown on King County Survey No. 3225-22/27235-27 on plan sheets 311-76(RW1) through 311-76(RW20), Records of the King County Roads Engineer and hereby reserved for road right of way purposes.

That portion thereof lying within the following described Easement Area:

Beginning at the southeast corner of said parcel, said corner being 50.0 feet left of Right-of-Way Centerline Engineer's Station 299+74.2, as shown on King County Survey No. 3225-22/27235-27 on plan sheets 311-76(RW1) through 311-76(RW20), Records of the King County Roads Engineer; Thence Westerly along the south line of said parcel to a point being 95.0 feet left of said Right-of-Way Centerline Engineer's Station 299+73.9; Thence Northerly to a point being 95.0 feet left of said Right-of-Way Centerline Engineer's Station 300+45.5; Thence Easterly to a point on the east line of said parcel, said point being 50.0 feet left of said Right-of-Way Centerline Engineer's Station 300+45.5; Thence Southerly along said east line to the Point of Beginning.

Containing approximately 3,215 square feet.

**Easement Property 815500-0010-04**

Grantor reserves a perpetual easement for drainage and other uses as described herein on the Easement Property legally described as follows:

Lot 1 of B.H. Suttle Addition, Vol. 81 of Plats, Page 31, in King County, Washington; EXCEPT that portion deeded to King County for road purposes under recording number 7202020190; AND EXCEPT that portion thereof lying easterly of a line parallel with and 50 feet westerly, measured at right angles, from the Right-of-Way Centerline of 140th Avenue Southeast, as shown on King County Survey No. 3225-22/27235-27 on plan sheets 311-76(RW1) through 311-76(RW20), Records of the King County Roads Engineer and hereby reserved for road right of way purposes.

That portion thereof lying within the following described Easement Area:

Beginning at the northeast corner of said parcel, said corner being 50.0 feet left of Right-of-Way Centerline Engineer's Station 299+74.2, as shown on King County Survey No. 3225-22/27235-27 on plan sheets 311-76(RW1) through 311-76(RW20), Records of the King County Roads Engineer; Thence Westerly along the north line of said parcel to a point being 95.0 feet left of said Right-of-Way Centerline Engineer's Station 299+73.9; Thence Southerly to a point being 95.0 feet left of said Right-of-Way Centerline Engineer's Station 298+73.7; Thence Easterly to a point on the east line of said parcel, said point being 50.0 feet left of said Right-of-Way Centerline Engineer's Station 298+74.0; Thence Northerly along said east line to the Point of Beginning.

Containing approximately 4,511 square feet.

Through the foregoing Easements reserved herein, King County reserves unto itself in perpetuity the right, but not the obligation, to enter upon at all times and use the Easement Areas for the general benefit of King County for any lawful purpose, including, but not limited to, slopes, drainage, public road right-of-way, the installation of utilities and telecommunications equipment and facilities, the right to construct, reconstruct, own, install hardscape, walls or other structures, the right to inspect, repair, replace, renovate, enhance and manage the Easement Areas, including but not limited to grading, surfacing, fencing, lighting, landscaping, posting signage, and preserving and maintaining any improvements that may be made thereon for the general benefit of King County, and also the right to plant, cut, prune, remove and dispose of any and all trees, plants, brush or vegetation in the Easement Areas, and to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of trees, plants, brush or other vegetation in the Easement Areas.

King County further reserves unto itself in perpetuity the right, but not the obligation, to install, construct, own, use, operate, maintain, inspect, repair, replace, renovate, improve, remove, manage, and enhance underground utilities, including, but not limited to, the rights of ingress and egress across the surface of the Easement Properties to access the Easement Areas from the surface; the right to install, construct, operate, maintain, modify, repair, replace, improve, remove and use any utilities, including utility pipelines, conduits, wires or other facilities and equipment



within said Easement Areas, including the addition, removal, or replacement of same, either in whole or in part with either like or different size utilities; and the right to do the same with any such additional pipelines, conduits, wires, or other facilities and equipment as may now or hereafter be installed in the Easement Areas.

The reservation of each of the foregoing Easements includes the right to use whatever vehicles and equipment may be deemed necessary and appropriate by the Grantor in connection with any of the foregoing activities.

Each of the Easements reserved herein include the right, but not the obligation, to keep the Easement Areas free of obstructions, encroachments and any interference with Grantor's use.

Further, for each of the Easements reserved herein, King County may issue licenses and/or permits, and assign, apportion, or otherwise transfer its easement rights in whole or in part to third parties without notice to or the written consent of Grantee, its heirs, successors, or assigns.

No minimum frequency, volume or duration of use will be necessary to retain the viability and existence of any of the Easements reserved herein. All of the Easements reserved herein are intended to be permanent and to remain on the Property in perpetuity and shall not be deemed to have been relinquished, canceled, rescinded, abandoned, or otherwise terminated except through duly authorized written notice to the Grantee from Grantor King County.

Nothing in any of the Easements reserved herein will be considered to diminish King County's governmental or police powers.

The benefits, burdens, covenants, terms, conditions, and restrictions of each of the Easements reserved herein shall be binding upon, and inure to the benefit of, Grantor King County and its heirs, successors, and assigns, shall continue as servitudes and easements running in perpetuity with the Property or any parts thereof, and shall be included in any future deed conveying the Property or any parts thereof.

**NOTARY BLOCK FOR KING COUNTY**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GAIL HOUSER, to me known to be the Manager of the Real Estate Services Section in 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

at \_\_\_\_\_

City and State

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

**NOTARY BLOCK FOR COPPER RIDGE LLC**

STATE OF WASHINGTON)

) SS

COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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

at \_\_\_\_\_

City and State

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

**EXHIBIT A****LEGAL DESCRIPTION  
TO THE BARGAIN AND SALE DEED****Dated \_\_\_\_\_****Between Copper Ridge, LLC ("Buyer") and King County ("Seller")**

**Parcel Numbers:** 032205-9175-06, 020800-0010-08, 020800-0020-06, 020800-0030-04,  
020800-0040-02, 020800-0050-09, 020800-0060-07, 020800-0070-05, 032205-9194-03,  
032205-9197-00 AND 815500-0010-04

Real property in the County of King, State of Washington, described as follows:

The north 104 feet of the south 640 feet of the south 7.5 acres of the east half of the east half of Government Lot 3, Section 3, Township 22 North, Range 5 East, W.M., in King County, Washington;

EXCEPT the east 30 feet thereof conveyed to King County for road purposes by deed recorded under King County Recording No. 5002250;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 032205-9175-06

Real property in the County of King, State of Washington, described as follows:

LOT 1, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0010-08

Real property in the County of King, State of Washington, described as follows:

LOT 2, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

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Real Estate Purchase and Sale Agreement – Copper Ridge, LLC as Buyer

Assessor's Parcel Numbers 0322059-9175 to 815500-0010

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Tax Parcel Number: 020800-0020-06

Real property in the County of King, State of Washington, described as follows:

LOT 3, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0030-04

Real property in the County of King, State of Washington, described as follows:

LOT 4, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0040-02

Real property in the County of King, State of Washington, described as follows:

LOT 5, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0050-09

Real property in the County of King, State of Washington, described as follows:

LOT 6, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH

311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0060-07

Real property in the County of King, State of Washington, described as follows:

LOT 7, FRED ANDERSON ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 020800-0070-05

Real property in the County of King, State of Washington, described as follows:

THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5002249;

AND EXCEPT THE SOUTH 1220 FEET THEREOF;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 032205-9194-03

Real property in the County of King, State of Washington, described as follows:

THE SOUTH 1220 FEET OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 22 NORTH RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON;

EXCEPT THE SOUTH 1120 FEET THEREOF;

AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NO. 5002249;

AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 032205-9197-00

Real property in the County of King, State of Washington, described as follows:

LOT 1 OF B.H. SUTTLE ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81 OF PLATS, PAGE 31, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 7202020190;

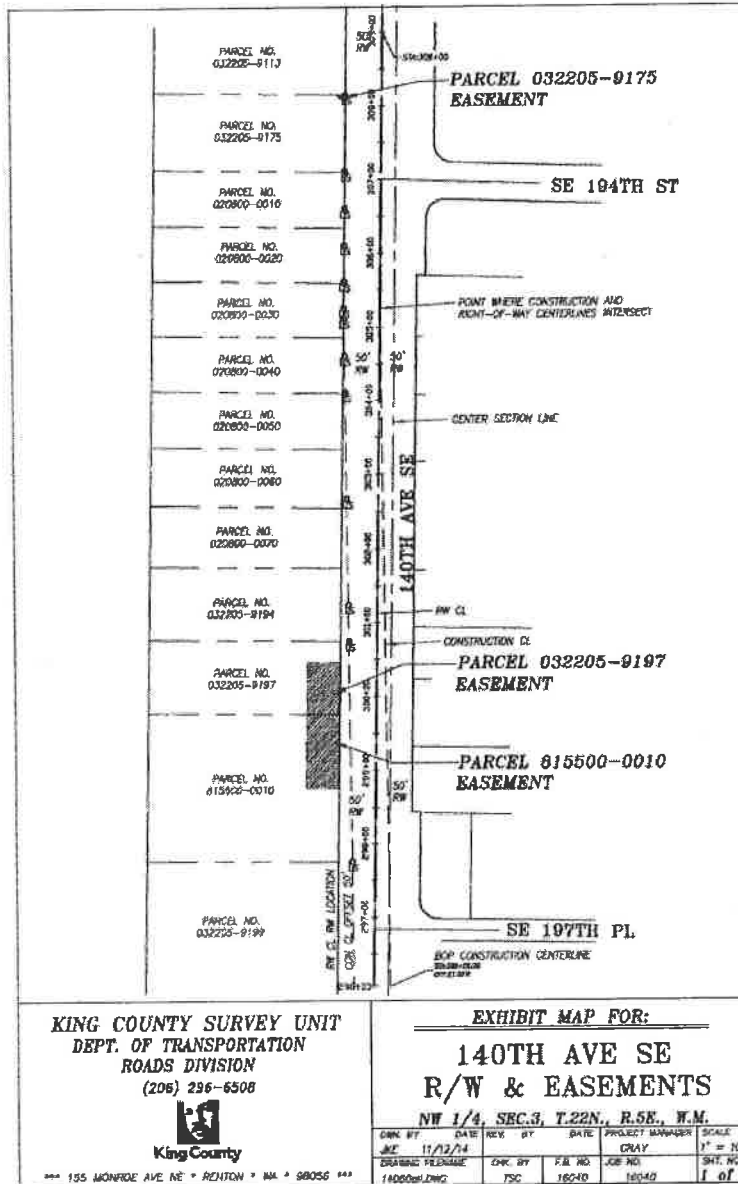
AND EXCEPT THAT PORTION THEREOF LYING EASTERLY OF A LINE PARALLEL WITH AND 50 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE RIGHT-OF-WAY CENTERLINE OF 140TH AVENUE SOUTHEAST, AS SHOWN ON KING COUNTY SURVEY NO. 3225-22/27235-27 ON PLAN SHEETS 311-76(RW1) THROUGH 311-76(RW20), RECORDS OF THE KING COUNTY ROADS ENGINEER AND HEREBY RESERVED FOR ROAD RIGHT OF WAY PURPOSES.

Tax Parcel Number: 815500-0010-04

**EXHIBIT B**

**EASEMENT PROPERTIES MAP  
TO THE BARGAIN AND SALE DEED**

Dated \_\_\_\_\_  
Between Copper Ridge, LLC ("Buyer") and King County ("Seller")



**EXHIBIT C**

**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by KING COUNTY (“**Seller**”), a home rule charter county and political subdivision of the State of Washington, in favor of COPPER RIDGE, LLC (“**Buyer**”), a Washington limited liability corporation, with reference to the following facts.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached or appurtenant to 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: \_\_\_\_\_

Its: \_\_\_\_\_



**EXHIBIT D**

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

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

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

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

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

Dated this \_\_\_ day of \_\_\_\_\_, 2014.

King County, Transferor:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_