

RESOLUTION R-5701

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND AUTHORIZING THE CITY MANAGER TO EXECUTE A REAL PROPERTY PURCHASE AND SALE AGREEMENT TO ACQUIRE PROPERTY FOR PARK PURPOSES; AND TO AUTHORIZE THE USE OF PARK IMPACT FEES AND GENERAL FUND CASH TO FINANCE THE ACQUISITION OF THE REAL PROPERTY.

1 WHEREAS, the City of Kirkland was approached about acquiring 10454 Forbes Creek
2 Drive, a 1.51-acre property abutting Juanita Bay Park containing stream and wetland buffers
3 and currently developed with a single-family residence and detached garage; and
4

5 WHEREAS, this property presents the City with a unique opportunity to preserve this
6 open space contiguous with Juanita Bay Park and including several high retention value trees
7 up to 100 years old located within critical area buffers; and
8

9 WHEREAS, the City is able to purchase the parcel near assessed value; and
10

11 WHEREAS, the City Council has determined acquisition of this property is in the best
12 interest of the City and its community members; and
13

14 WHEREAS, the City desires to utilize Park Impact Fees and General Fund cash from
15 the Neighborhood Park Land Acquisition Project PKC 13330 to fund this acquisition; and
16

17 WHEREAS, staff has negotiated a proposed Purchase and Sale Agreement for
18 acquisition of the Property for the total amount of \$1,275,000.00 (one million, two hundred
19 seventy-five thousand dollars and zero cents).
20

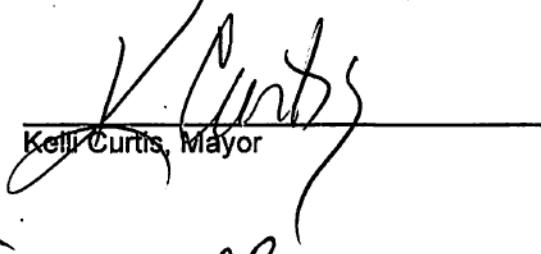
21 NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as
22 follows:
23

24 Section 1. The City Manager or designee is hereby authorized and directed to execute
25 on behalf of the City of Kirkland a Real Property Purchase and Sale Agreement for the Property
26 substantially similar to that attached to this resolution as Exhibit A.
27

28 Section 2. The City Council hereby authorizes the use of \$1.275 million in combined
29 Park Impact Fees and General Fund cash to fund this acquisition.
30

31 Passed by majority vote of the Kirkland City Council in open meeting this 18th day of
32 November, 2025.
33

34 Signed in authentication thereof this 18th day of November, 2025.


Kelli Curtis, Mayor

Attest:


Anastasiya Warhol, City Clerk

REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Agreement made this 18th day of November, 2025 ("Effective Date"), by and between the City of Kirkland, a municipal corporation of the State of Washington, ("Buyer" or "the City") and Leslie Daniels as the Executor of the Estate of Sharon Daniels ("Seller").

For and in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase of Real Property. Seller and Buyer hereby agree to the purchase and sale of the real property located at 10454 Forbes Creek Dr., Kirkland, WA 98033, King County tax parcel number 3890100015, and legally described as:

THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON. EXCEPT THE SOUTH 30 FEET FOR ROAD.

ALSO KNOWN AS THE EAST HALF OF TRACT 2 OF KIRKLAND FIVE ACRE TRACTS, AN UNRECORDED PLAT.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

("Property"), together with all of Seller's right, title and interest in all structures, fixtures, buildings and improvements situated on the Property.

2. Purchase Price and Covenant: Payment. The Purchase Price for the Property shall be One Million Two Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,275,000.00). Buyer shall deposit the Purchase Price with the Escrow Holder at or before Closing, as described below. The Escrow Holder shall hold back Seventy-Five Thousand Dollars (\$75,000) from the monies to be disbursed to Seller pursuant to the terms of Attachment A-1 attached hereto ("Seller Work and Escrow Holdback Conditions").
3. Escrow Holder. Promptly following the execution of this Agreement, Buyer shall open an escrow with Chicago Title Insurance Company in Everett, WA (the "Escrow Holder"). A copy of this Agreement shall be provided to the Escrow Holder to advise the Escrow Holder of the terms and conditions hereof. Escrow Holder shall conduct the Closing pursuant to escrow instructions of the Parties which shall be consistent herewith.
4. Feasibility Contingency and Access. Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the Property; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose. This Agreement shall terminate unless Buyer gives written notice to Seller within five (5) business days of the Effective Date stating that this condition is satisfied. If such notice is timely given, the feasibility contingency stated in this Section shall be deemed to be satisfied. As used in

this Agreement, the term "Feasibility Period" shall mean the period beginning upon the Effective Date and ending upon the satisfaction or waiver of the feasibility contingency.

Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soil conditions, sensitive areas, wetlands or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security and confidentiality. Buyer shall not perform any invasive testing, including environmental inspections beyond a Phase I assessment, without obtaining Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for the purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims and expenses, including attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This Agreement to indemnify and defend Seller shall survive closing.

5. Title Policy and Condition of Title. Seller authorizes Buyer, its Lender, Listing Agent, Selling Licensee and Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance. The title report shall be issued by Chicago Title Insurance Company. Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of five (5) days after mutual acceptance of this Agreement or the expiration of the Feasibility Period. This Agreement shall terminate unless within five (5) days of Buyer's notice of such objections: (1) Seller agrees to remove all objectionable provisions; or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided that the lien securing any financing which Buyer has agreed to assume shall be a permitted exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of any real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such policies, the Covenant and the Permitted Exceptions.
6. Closing. This sale shall be closed on or before November 26, 2025 ("Closing") by Chicago Title Insurance Company, Everett, WA ("Closing Agent"). Buyer and Seller shall deposit with Closing Agent by noon on the scheduled closing date all instruments and monies required to complete the purchase in accordance with this Agreement. Closing shall be

deemed to have occurred when the deed is recorded, and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided that the same are consistent with this Agreement. Buyer is entitled to possession on Closing.

7. Closing Costs. Seller shall deliver any information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for closing. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable endorsements requested by Buyer and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Real estate excise taxes, if any, shall be paid by Seller. Real and personal property taxes and assessments payable in the year of Closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of closing. Buyer shall pay to Seller at closing an additional sum equal to any utility deposits for which Buyer receives the benefit after closing. Buyer shall pay all sales or use tax applicable to the transfer of personal property included in the sale. Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges affecting the Property.
8. Post-Closing Adjustments, Collections and Payments. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based on estimates. Any bills or invoices received by Buyer after closing shall be paid by Seller upon presentation of such bill or invoice.
9. Assurance. Seller shall not enter into any lease, trust deed, mortgage, restriction, encumbrance, lien, license or other instrument or agreement affecting the Property without the prior written consent of Buyer from and after the date of this Agreement. Seller warrants as follows:

that Seller is the sole legal owner of the fee simple interest in the Property and is not holding title as a nominee for any other person or entity; that no person or entity has a first right of refusal or option to purchase or other similar right to or interest in the property; that no labor, materials or services have been furnished in, on or about the property or any part thereof as a result of which any mechanics', laborers' or materialpersons' liens or claims might arise.

10. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof:
 - a. Seller is authorized to enter into the Agreement, to sell the Property and to perform its obligations under this Agreement;
 - b. The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement, if any, comprise all material documents in Seller's possession or control regarding the operation and condition of the Property;
 - c. Seller has not received any written notices that the Property or the tenancy conducted thereon violate any applicable laws, regulations, codes or ordinances;

- d. Apart from an unpermitted accessory dwelling unit on the Property, Seller has all certificates of occupancy, permits and other governmental consents necessary to own and operate the Property for its current use;
- e. There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after closing;
- f. There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district;
- g. Seller has paid (except to the extent prorated at closing) all local state and federal taxes, if any, (other than real and personal property taxes and assessments described above), if any, attributable to the period prior to closing which, if not paid, could constitute a lien on the Property (including any personal property), or for which Buyer may be held liable after closing;
- h. Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer in writing during the Feasibility Period;
- i. Apart from an above ground storage tank that has been disclosed to Buyer and will be removed by Seller as part of Seller's post-closing obligations as described in Attachment A attached hereto, there are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. As used in this Agreement, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products and asbestos.

11. Condition of Property As-Is. Except for those representations and warranties specifically included in this Agreement; (a) Seller makes no representations or warranties regarding the Property; (b) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof and the improvements, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness of a particular purpose, tenantability, habitability and use; (c) Buyer otherwise takes the Property "As Is;" and (d) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

12. Casualty. Seller bears the risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and Seller will not be entitled to remedies if the improvements are destroyed or materially damaged by casualty before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$15,000 or five percent of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with Closing in which case at closing Seller shall assign to Buyer all claims and

right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

13. FIRPTA-Tax Withholding at Closing. Closing Agent is instructed to prepare a certification that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification.
14. Conveyance. Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions and the Covenant.
15. Agency Disclosure. Seller is represented by Amanda Dawn Martin and will pay a 2.5% percent commission. Buyer is not represented by a real estate agent and no Buyer agent commission is due.
16. Assignment. Buyer may not assign this Agreement to any other party.
17. Remedies. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then Seller may terminate this Agreement and shall not be entitled to remedies. In the event Seller fails, without legal excuse, to complete the sale of the Property, then, as Buyer's sole remedy, Buyer may either (a) terminate this Agreement; or (b) bring suit to specifically enforce this Agreement and recover incidental damages provided Buyer must file suit within 60 days of the scheduled date of closing or any earlier date Seller has informed Buyer in writing that Seller will not proceed with Closing.
18. Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within three (3) days of Seller's written request, copies of all materials received from Seller and any non-privileged plans, studies, reports inspections, appraisals, surveys, drawings, permits application or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
19. Termination of Tenancy. Seller shall cause the current occupant of the unpermitted accessory dwelling unit to vacate that premises within four (4) days of Closing. The occupant may occupy the main home on the Property for a month following Closing, but must vacate the Property entirely on or before December 31, 2025. Should the occupant move to the main home following Closing, the occupant shall pay \$300 to Buyer to cover the cost of utilities. Payment shall be due no later than December 5, 2025. Payment shall be made by check payable to the City of Kirkland and delivered to the care of Mariah Murphy at 12006 120th PI NE, Kirkland, WA 98034, unless otherwise directed in writing by the City.
20. Binding. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of them. This Agreement and any addenda, attachments, and exhibits to it state the entire understanding of the Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect this Agreement.
21. Counterparts. The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. A facsimile or electronic mail transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each counterpart is to be deemed an original

for all purposes, and all counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart. Electronic delivery of documents (such as fax or email) shall be legally sufficient to bind the party the same as delivery of an original.

22. Should this Agreement be attached as an addendum to a NWMLS Form 21 document (Residential Real Estate Purchase & Sale Agreement) signed by the parties, the terms of this Agreement shall govern over any conflicting terms and conditions contained in the Form 21 document.

EXECUTED to be effective as of the date listed above.

City of Kirkland (BUYER)

By: _____

Kurt Triplett, City Manager

Approved as to Form:

Senior Assistant City Attorney

(SELLER)

By: _____

Leslie Daniels, Executor of the Estate of Sharon A. Daniels

Attachment A-1: Seller Work and Escrow Holdback Conditions

This Attachment A-1 ("Attachment") is attached to and made part of the **Purchase and Sale Agreement** ("Agreement") between Buyer and Seller for the property located at 10454 Forbes Creek Dr, Kirkland, Washington 98033 ("Property").

1. Purpose

Pursuant to the Agreement, a portion of the purchase funds shall be held in escrow pending the satisfactory completion by Seller of the work described herein ("Seller Work"). Escrowed funds shall not be released to Seller until all Seller Work has been completed to the satisfaction of Buyer, in compliance with applicable codes and regulations, and documentation has been provided as required below.

2. Scope of Seller Work

Seller shall, at Seller's sole cost and expense, complete the following work prior to release of escrowed funds:

A. Heating System

- Remove the existing above-ground oil tank and all obsolete furnace and fuel system equipment from the Property.
- Convert the heating system to either:
 - an AHRI-certified ducted heat pump system, or
 - an AHRI-certified ductless heat pump system with a minimum efficiency rating of HSPF 9.0 (or HSPF2 8.1) or better.
- Installation shall include all required electrical and mechanical connections, with the system properly sized for the home in accordance with manufacturer specifications and local code.

B. Windows

- Replace all existing windows with new windows that:
 - match the architectural aesthetic of the home, and
 - have a U-Factor of 0.30 or lower.
- Installation shall include proper flashing, insulation, and sealing to ensure energy efficiency and weatherproofing per manufacturer and code requirements.

C. Basement Finishing

- Complete basement finishing and related work consistent with the Groundworks estimate dated July 14, 2025, attached to the Agreement as Attachment A-2.
- Work shall address all items identified in the estimate, including any structural, moisture mitigation, or interior finish work described therein.

3. Standards and Permitting

- All work shall be performed by properly licensed and bonded contractors experienced in the relevant trades.
- All work shall comply with federal, state, and local laws, including applicable building, electrical, energy, and environmental codes.
- Seller shall obtain all required permits and inspections and shall provide copies of permit sign-offs or final inspection approvals to Buyer and Escrow Holder.

4. Documentation and Inspection

Prior to contracting or start of work, Seller shall provide Buyer with:

- Copies of contractor(s) license(s)

Upon completion, Seller shall provide Buyer with:

- Copies of all contractor invoices, warranties, and lien releases;
- Proof of required permits and final inspection approvals; and
- Evidence of AHRI certification and efficiency ratings for the installed heat pump system.

Buyer (or Buyer's representative) shall have the right to inspect the Property to verify completion and compliance prior to the release of escrowed funds.

5. Escrow Release

Funds held in escrow for Seller Work shall be released to Seller only upon:

1. Buyer's written confirmation that all Seller Work has been completed in accordance with this Attachment; or
2. Joint written instruction by Buyer and Seller to Escrow Holder authorizing release.

If Buyer reasonably determines that any portion of the Seller Work is incomplete or noncompliant, funds shall remain in escrow until deficiencies are corrected.

6. Completion Deadline and Default

- Seller shall complete all Seller Work described herein no later than March 2, 2026 ("Completion Deadline").
- Seller shall provide written notice to Buyer and Escrow Holder upon substantial completion of the work and shall deliver all required documentation per Section 4 on or before the Completion Deadline.
- If the Seller Work is not fully completed, inspected, and approved by the Completion Deadline, Buyer may, at Buyer's sole election:
 1. Extend the Completion Deadline by written agreement;
 2. Direct the Escrow Holder to release funds to Buyer up to the amount reasonably necessary to complete the remaining work.
- Any balance of escrow funds, after completion of the Seller Work and documentation to Buyer's satisfaction, shall be released to Seller.

- Seller may apply for and secure any rebates, incentives, or refunds that may be available from Puget Sound Energy (PSE), any governmental agency, or any manufacturer related to the energy-efficient upgrades or improvements made to the property. Seller shall be entitled to retain any such rebates, incentives, or refunds received or to be received.

7. Unforeseen Conditions and Adjustments

- If unforeseen site conditions, structural issues, or code compliance requirements are discovered during performance of the Seller Work that materially affect cost or schedule (“Unforeseen Conditions”), Seller shall promptly notify Buyer in writing, providing documentation from the licensed contractor describing the nature of the condition, the required corrective action, and an updated cost estimate and timeline.
- The parties shall confer in good faith within ten (10) business days of such notice to determine how to proceed. Upon Buyer's written approval, the following options shall be available:
 1. **Extension of Completion Deadline:** Buyer may grant a reasonable extension of the Completion Deadline under Section 6 to accommodate the additional work;
 2. **Cost Adjustment:** Buyer may agree to reimburse Seller for verified, reasonable additional costs, provided such costs are pre-approved in writing by Buyer and supported by contractor documentation; or
 3. **Buyer Completion Option:** At Buyer's election, Buyer may cause the remaining Seller Work to be completed by contractors of Buyer's choosing, using escrowed funds to cover the cost. In such event, any remaining balance of escrowed funds after completion shall be released to Buyer.
- No extension of time, cost reimbursement, or change to the scope shall be effective unless approved in writing by Buyer.

8. Indemnification

Seller shall defend and indemnify Buyer from and against damages and reasonable costs incurred in any suit, claim, or proceeding brought against Buyer relating to or arising out of Seller Work under this Attachment, provided that Seller is promptly notified of any claim or suit brought against Buyer that gives rise to Seller's indemnification obligation. Buyer's failure to so notify Seller, however, shall not release Seller from its indemnification obligations unless Seller shall have been materially prejudiced by such failure. Seller shall be responsible for the defense of any such action and shall provide and keep Buyer fully informed on a current basis of Seller's defense and/or settlement of such claim or suit. Buyer shall reasonably cooperate in the defense of such claim or suit and shall have the right, but no obligation, to participate in the defense thereof at Buyer's expense.

Groundworks®

Seattle South
18915 16th Ave S
SeaTac, WA 98188

Licensed Contractor
UBI 605565510, GROUN**76305, GROUN**756KN
Customer and Account Number
Tracy Cort - 116615
Project Location
10454 Forbes Creek Drive Kirkland, WA 98033

Date
7/14/2025
Phone (Work or Home)
(206)898-5058
E-mail
Tracy@tracycort.com

| PROPOSED PRODUCTS | QTY |
|----------------------------------|-----------------------|
| AquaStop BasementGutter 75+ | 130.0 |
| AquaStop Basement Triple | 1.0 |
| AquaStop Flat Yardwell | 1.0 |
| Buried Discharge Line | 10.0 |
| AquaStop WallSeal 75+ | 155.0 |
| AquaStop CrawlSeal 120 | 127.0 |
| 3 Year Annual Service Plan PROMO | 1.0 |
| Downspout Extensions | 3.0 |
| | Subtotal |
| | \$22,906.16 |
| | Discount |
| | \$3,435.92 |
| | Taxes |
| | \$2,005.43 |
| | Contract Price |
| | \$21,475.67 |

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks Washington, LLC (the "Contractor").

Customer is responsible for removing all personal items from the work area. A full perimeter drainage system with sump pump was recommended.

Customer assumes responsibility for damages to hidden or unmarked utility lines. Customer is aware of warranty and all addenda.

Stabilization is warranted. Contractor can attempt to lift at Customer's request. Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer

Contractor

_____ _____

_____ _____

Date 7/14/2025

Date 7/14/2025

Product Specifications

- Extend downspouts as per drawing.
- Install Yardwell/Pop Ups at the termination end of the discharge line
- Install Triple pump system with twin liner, (2) 1/3 hp cast iron primary AC pump, and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes pump stands, airtight lid with airtight floor drain, and water alarm system. Will require installation of dedicated electrical outlets at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Discharge Line will be an additional cost.
- Extend and bury sump discharge line. Additional linear footage indicated on the products page of the contract to direct sump discharge water away from structure.
- Three years of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.
- Install Triple pump system with twin liner, (2) 1/3 hp cast iron primary AC pump, and battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes pump stands, airtight lid with airtight floor drain, and water alarm system. Will require installation of dedicated electrical outlets at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required. Unless otherwise noted on this contract, 15' of buried discharge is included with the sump pump. Any additional discharge will be an additional cost.

DRAWINGS
Basement Waterproofing - Tracy Cort

Full SOW:

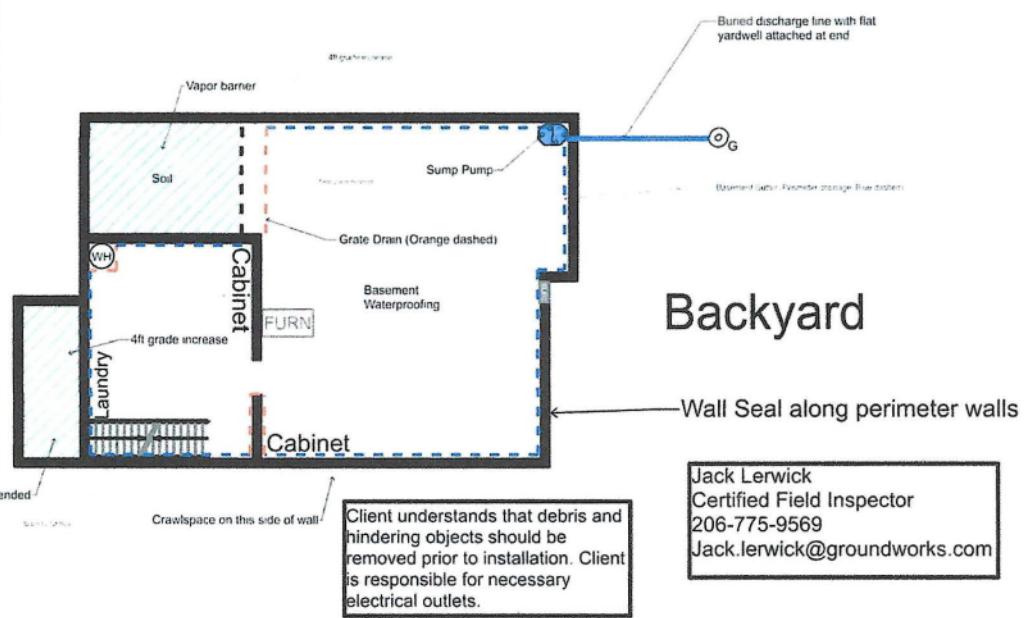
Install basement gutter system as per drawing (Blue dashed). Install grate drain as per drawing (Orange dashed). Perimeter drainage system will be routed to sump pump, pump will discharge water 10ft away from structure via buried discharge line with flat yardwell attached at the end.

Install wall seal where gutter is placed. Install ground covering per drawing (Blue diagonal lines).

Extend 3 Downspouts, 2 located on right side of, 1 located at back of home.

Seal ground/walls in extended area

Project includes transferable Lifetime Warranty (Perimeter Drainage) 25-year warranty (Wall Seal/Vapor Barrier), 5-year manufactures warranty (Sump Pump), 3-year service/maintenance plan, and Best Price Guarantee



Wall Seal along perimeter walls

Jack Lerwick
Certified Field Inspector
206-775-9569
Jack.lerwick@groundworks.com

PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

| | |
|---------------------|-------------|
| Contract Amount | \$21,475.67 |
| Deposit | \$5,368.92 |
| Due Upon Completion | \$16,106.75 |

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

_____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

_____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL.

If this Contract was solicited in person at a place other than Contractor's office and Customer does not want the goods or services, Customer may cancel the Contract by mailing a notice to Contractor. The notice must say that Customer does not want the goods or services and must be mailed before midnight of the third business day after Customer signs the Contract.

The notice must be mailed or delivered to: Groundworks Washington, LLC at 18915 16th Ave S, SeaTac, WA 98188.

If Customer cancels a retail installment sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Date _____ 7/14/2025

Contractor

_____ *de*

Date _____ 7/14/2025