

RESOLUTION R-5728

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 THE PUBLIC WORKS MAINTENANCE CENTER; AND TO AUTHORIZE THE USE OF REET 1, REET 2, AND GENERAL FUND CASH TO FINANCE THE ACQUISITION OF THE REAL PROPERTY.

1 WHEREAS, the City of Kirkland annexed portions of the Juanita, Finn Hill, and
2 Kingsgate neighborhoods on June 1, 2011, which prompted the City to conduct a space needs
3 assessment; and
4

5 WHEREAS, the assessment identified that the City's Public Works Maintenance Center
6 site is undersized for current operational needs; and
7

8 WHEREAS, in order to obtain land for the expansion and operation of the Public Works
9 Maintenance Center, the City desires to acquire property located adjacent to the Public Works
10 Maintenance Center; and
11

12 WHEREAS, to this end, the City desires to acquire permanent ownership of the 23,086-
13 square-foot (0.53 acre) property, including an 11,328-square-foot building, located at 1120 8th
14 Street, Kirkland, Washington 98033, which is currently leased to three tenants; and
15

16 WHEREAS, City staff and the City's broker have negotiated the purchase of the
17 property with the property owner, Perrin Building, LLC, through a letter of intent under threat
18 of condemnation, and further negotiated a proposed Purchase and Sale Agreement for
19 acquisition of the property for the total amount of \$6,000,000 (Six Million Dollars); and
20

21 WHEREAS, the City Council finds that the City and the public will benefit from safe,
22 reliable, and efficient services and that the public health, safety, necessity, and convenience
23 require expansion and renovation of the Public Works Maintenance Center and acquisition of
24 the property described in this resolution, and that acquisition of this property is in the best
25 interest of the City and the community; and
26

27 WHEREAS, the City desires to utilize REET 1, REET 2, and General Fund cash to fund
28 this acquisition, and expects to receive lease revenue from the acquisition for the remaining
29 terms of existing leases.
30

31 NOW, THEREFORE, be it resolved by the City Council of the City of Kirkland as
32 follows:
33

34 Section 1. The City Manager is authorized and directed to execute on behalf of the
35 City of Kirkland a Real Property Purchase and Sale Agreement for the Property substantially
36 similar to that attached to this resolution as Exhibit A.
37

38 Section 2. The City Council hereby authorizes the use of \$6 million in combined
39 REET 1, REET 2, and General Fund cash to fund this acquisition.
40

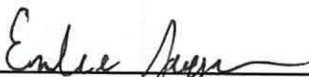
41 Passed by majority vote of the Kirkland City Council in open meeting this 7th day of
42 April, 2026.
43

44 Signed in authentication thereof this 7th day of April, 2026.



Kelli Curtis, Mayor

Attest:



Anastasiya Warnol, City Clerk
Emilee Ferguson, Deputy City Clerk

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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT**

SPECIFIC TERMS

Reference Date: _____

Offer Expiration Date: _____ 5:00pm (the third day after Reference Date, if not completed)

1. **PROPERTY:** The Property is legally described on Exhibit A. Address: 1120 8th St _____
 City of Kirkland, King County, Washington. Tax Parcel No(s): 388690-3400
Included Personal Property: None; If on and used in connection with the Property, per Section 26
 (None, if not completed).
2. **BUYER(S):** City of Kirkland
 a(n) Washington municipal corporation
3. **SELLER(S):** Perrin Building, LLC
 a(n) Washington limited liability company
4. **PURCHASE PRICE:** \$ 6,000,000.00 Dollars
 Payable as: Cash; Financing (attach CBA Form PS_FIN); Other: _____
5. **EARNEST MONEY:** \$ 50,000 Dollars; Held by: Buyer Brokerage Firm; Closing Agent
Form of Earnest Money: Wire/Electronic Transfer; Check; Note (attach CBA Form PS_EMN);
 Other: _____
Earnest Money Due Date: _____ days after Mutual Acceptance; _____ days after the Feasibility
 Contingency Date; or _____
6. **FEASIBILITY CONTINGENCY DATE:** ninety (90) days from Mutual Execution of the Agreement (30 days
after Mutual Acceptance if not completed.)
7. **CLOSING DATE:** _____; thirty (30) days after the removal of contingencies or sooner at Buyer's
option.
8. **CLOSING AGENT:** Chicago Title
9. **TITLE INSURANCE COMPANY:** Chicago Title
10. **DEED:** Statutory Warranty Deed; or Bargain and Sale Deed.
11. **POSSESSION:** on closing; Other: _____ (on closing if not completed).
12. **SELLER CITIZENSHIP (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income
 taxation.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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13. BUYER'S DEFAULT: (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies.

14. SELLER'S DEFAULT: (check only one) Recover Earnest Money or Specific Enforcement; Buyer's Election of Remedies.

15. UNPAID UTILITIES: Buyer and Seller Do Not Waive (attach CBA Form UA); Waive

16. AGENCY DISCLOSURE:

Buyer represented by: Buyer Broker; Buyer/Listing Broker (limited dual agent); Unrepresented
 Seller represented by: Listing Broker; Buyer/Listing Broker (limited dual agent); Unrepresented

17. BUYER BROKERAGE FIRM COMPENSATION: See Section 47.

18. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Earnest Money Promissory Note, CBA Form EMN | <input type="checkbox"/> Back-Up Addendum, CBA Form BU-A |
| <input type="checkbox"/> Blank Promissory Note, LPB Form No. 28A | <input type="checkbox"/> Vacant Land Addendum, CBA Form VLA |
| <input type="checkbox"/> Blank Short Form Deed of Trust, LPB Form No. 20 | <input type="checkbox"/> Financing Addendum, CBA Form PS_FIN |
| <input type="checkbox"/> Blank Deed of Trust Rider, CBA Form DTR | <input checked="" type="checkbox"/> Tenant Estoppel Certificate, CBA Form PS_TEC |
| <input type="checkbox"/> Utility Charges Addendum, CBA Form UA | <input type="checkbox"/> Defeasance Addendum, CBA Form PS_D |
| <input type="checkbox"/> FIRPTA Certification, CBA Form 22E | <input type="checkbox"/> Lead-Based Paint Disclosure, CBA Form LP-LS |
| <input checked="" type="checkbox"/> Assignment and Assumption, CBA Form PS-AS | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Addendum/Amendment, CBA Form PSA | <input type="checkbox"/> Other: _____ |

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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19. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer(s):

Contact: City of Kirkland

Address: 123 5th Ave
 Kirkland, WA 98033

Business Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

Buyer Brokerage Firm

Name: CBRE, Inc.

Assumed Name: _____

Buyer Broker: Joe Steele and Mary Lynn
 Moshofsky

Firm Address: 929 108th Ave NE, Suite
 700, Bellevue, WA 98004

Firm Phone: _____

Broker Phone: 206- 948 0613
 503-729 2254

Firm Email: _____

Broker Email: joe.steele@cbre.com
 marylynn.moshofsky@cbre.com

Fax: _____

CBA Office No.: _____

Copy of Notices to Buyer to :

Name: _____

Company: _____

Address: _____

Business Phone: _____

Fax: _____

Seller(s):

Contact: Perrin Building LLC
 Roger Perrin

Address: P.O. Box 2718
 Chelan, WA 98816

Business Phone: _____

Cell Phone: _____

Fax: _____

Email: rperrin51@gmail.com

Listing Firm

Name: Puget Sound Properties Commercial
 Real Estate Services, LLC, a Washington
 Limited Liability Company, dba NAI Puget
 Sound Properties

Assumed Name: NAI Puget Sound
 Properties

Listing Broker: Richard Paylor

Firm Address: 601 108th Ave NE, Ste 1800,
 Bellevue, WA 98004

Firm Phone: 425-586-5600

Broker Phone: 206-972-8567

Firm Email: _____

Broker Email: dpaylor@nai-psp.com

Fax: _____

CBA Office No.: 918800

Copy of Notices to Seller to :

Name: _____

Company: _____

Address: _____

Business Phone: _____

Fax: _____

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
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Cell Phone: _____
 Email: _____

Cell Phone: _____
 Email: _____

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
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GENERAL TERMS

- 20. Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell the commercial real estate identified in Section 1 as the Property and all improvements thereon. Unless expressly provided otherwise in this Agreement or its Addenda, the Property shall include (i) all of Seller's rights, title and interest in the Property, (ii) all easements and rights appurtenant to the Property, (iii) all buildings, fixtures, and improvements on the Property, (iv) all unexpired leases and subleases; and (v) all included personal property.
- 21. Acceptance; Counteroffers.** If this offer is not timely accepted, it shall lapse and the Earnest Money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the fifth day (if not filled in, the second day) following receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer is not timely accepted or countered, this Agreement shall lapse and the Earnest Money shall be refunded to Buyer. No acceptance, offer or counteroffer from Buyer is effective until a signed copy is received by Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from Seller is effective until a signed copy is received by Buyer, the Buyer Broker or the licensed office of the Buyer Broker. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her broker, or the licensed office of the broker. If any party is not represented by a broker, then notices must be delivered to that party and shall be effective when received by that party.
- 22. Earnest Money.** Buyer Broker and Buyer Brokerage Firm are authorized to transfer Earnest Money to Closing Agent as necessary. Buyer Brokerage Firm shall deposit any check to be held by Buyer Brokerage Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. If the Earnest Money is to be held by Buyer Brokerage Firm and is over \$10,000, it shall be deposited to: the Buyer Brokerage Firm's pooled trust account (with interest paid to the State Treasurer); or a separate interest bearing trust account in Buyer Brokerage Firm's name, provided that Buyer completes an IRS Form W-9 (if not completed, separate interest bearing trust account). The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the Earnest Money is entitled to interest. Unless otherwise provided in this Agreement, the Earnest Money shall be applicable to the Purchase Price.
- 23. Title Insurance.**
- a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Buyer Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard coverage owner's policy of title insurance from the Title Insurance Company. Buyer shall have the discretion to apply for an extended coverage owner's policy of title insurance and any endorsements, provided that Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, the cost of any endorsements requested by Buyer, and the cost of any survey required by the title insurer. If Seller previously received a preliminary commitment from a title insurer that Buyer declines to use, Buyer shall pay any cancellation fee owing to the original title insurer. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed.
- b. **Permitted Exceptions.** Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (a) _____ days (20 days if not completed) after receipt of the preliminary commitment for title insurance; or (b) the Feasibility Contingency Date. This Agreement shall terminate and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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for Buyer, unless within five (5) days of Buyer's notice of such objections Seller shall give notice, in writing, of its intent to remove all objectionable provisions before Closing. If Seller fails to give timely notice that it will clear all disapproved objections, this Agreement shall automatically terminate and Buyer shall receive a refund of the Earnest Money, less any costs advanced or committed for Buyer, unless Buyer notifies Seller within three (3) days 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 three (3) days of receipt of the supplemental report by Buyer 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, however, 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 reasonably cooperate with Buyer and the title company to clear objectionable title matters and shall provide an 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 form of policy and the Permitted Exceptions.

- c. **Title Policy.** At Closing, Buyer shall receive an ALTA Form 2006 Owner's Policy of Title Insurance with standard or extended coverage (as specified by Buyer) dated as of the Closing Date in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions ("Title Policy"), provided that Buyer acknowledges that obtaining extended coverage may be conditioned on the Title Company's receipt of a satisfactory survey paid for by Buyer. If Buyer elects extended coverage, then Seller shall execute and deliver to the Title Company on or before Closing the such affidavits and other documents as the Title Company reasonably and customarily requires to issue extended coverage.

24. Feasibility Contingency. 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 and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice that the Feasibility Contingency is satisfied to Seller before 5:00pm on the Feasibility Contingency Date. If such notice is timely given, the feasibility contingency shall be deemed to be satisfied and Buyer shall be deemed to have accepted and waived any objection regarding any aspects of the Property as they exist on the Feasibility Contingency Date.

- a. **Books, Records, Leases, Agreements.** Within _____ days (3 days if not filled in) Seller shall deliver to Buyer or post in an online database maintained by Seller or Listing Broker, to which Buyer has been given unlimited access, true, correct and complete copies of all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including the following: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; maintenance records,

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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accounting records and audit reports for the last three years and year to date; any existing environmental reports; any existing surveys; any existing inspection reports; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine by the Feasibility Contingency Date: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Any information provided or to be provided by Seller with respect to the Property is solely for Buyer's convenience and Seller has not made any independent investigation or verification of such information (other than that the documents are true, correct, and complete, as stated above) and makes no representations as to the accuracy or completeness of such information, except to the extent expressly provided otherwise in this Agreement. Seller shall transfer the Vendor Contracts as provided in Section 26.

- b. **Access.** 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, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils 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, confidentiality, and disruption of Seller's tenants. Buyer shall not perform any invasive testing including environmental inspections beyond a phase I assessment or contact the tenants or property management personnel without obtaining Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Buyer shall restore the Property and all improvements to substantially the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for 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, which obligation shall survive closing. Buyer may continue to enter the Property in accordance with the terms and conditions set forth in this Section 24 after removal or satisfaction of the Feasibility Contingency only for the purpose of leasing or to satisfy conditions of financing.
- c. (check if applicable) **Access Insurance.** Notwithstanding anything in this Section 24 to the contrary, prior to entering the Property and while conducting any inspections pursuant to subsection (b) above, Buyer shall, at no cost or expense to Seller: (a) procure and maintain commercial general liability (occurrence) insurance in an amount no less than \$2,000,000 on commercially reasonable terms adequate to insure against all liability arising out of any entry onto or inspections of the Property that lists Seller and Tenant as additional insureds; and (b) deliver to Seller prior to entry upon the Property certificates of insurance for Buyer and any applicable agents or representatives evidencing such required insurance.
- d. Buyer waives, to the fullest extent permissible by law, the right to receive a seller disclosure statement (e.g. "Form 17") if required by RCW 64.06 and its right to rescind this Agreement pursuant thereto. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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25. Conveyance. Title shall be conveyed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the deed shall include a contract vendee's assignment sufficient to convey after-acquired title. At Closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 26(b) and all intangible property transferred pursuant to Section 26(b).

26. Personal Property.

- a. If this sale includes the personal property located on and used in connection with the Property, Seller will itemize such personal property in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance. The value assigned to any personal property shall be \$ _____ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Broker and Buyer Broker). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.
- b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 25 above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

27. Seller's Underlying Financing. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the Feasibility Contingency Date if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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28. Closing of Sale. Buyer and Seller shall deposit with Closing Agent by 12:00 p.m. on the scheduled Closing Date all instruments and monies required to complete the purchase in accordance with this Agreement. Upon receipt of such instruments and monies, Closing Agent shall cause the deed to be recorded and shall pay to Seller, in immediately available funds, the Purchase Price less any costs or other amounts to be paid by Seller at Closing. "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. Sale proceeds shall be considered available to Seller, even if they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer before the Feasibility Contingency Date that Seller's underlying financing requires that it be defeased and may not be paid off, then Closing shall be conducted in accordance with the three (3)-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

29. Closing Costs and Prorations. Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled Closing Date in the form required by Section 24(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for Closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or 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. Any real estate excise taxes ~~shall be paid by the party who bears primary responsibility for payment under the applicable statute or code~~, TO THE EXTENT APPLICABLE, SHALL BE PAID BY THE PARTY WHO BEARS PRIMARY RESPONSIBILITY FOR PAYMENT UNDER THE APPLICABLE STATUTE OR CODE. BUYER IS A WASHINGTON MUNICIPAL CORPORATION WITH STATUTORY AUTHORITY TO EXERCISE THE POWER OF EMINENT DOMAIN TO ACQUIRE REAL PROPERTY FOR PUBLIC PURPOSES. BUYER HAS THE PRESENT ABILITY AND AUTHORITY TO USE ITS POWER OF EMINENT DOMAIN TO ACQUIRE THE PROPERTY, AND HAS NOTIFIED SELLER OF ITS INTENT TO SO ACQUIRE THE PROPERTY PRIOR TO NEGOTIATING AND ENTERING INTO THIS AGREEMENT. THE PARTIES AGREE THAT THIS TRANSFER OF THE PROPERTY IS UNDER AN IMMINENT THREAT OF THE EXERCISE OF EMINENT DOMAIN. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; expenses already incurred by Seller that relate to services to be provided to the Property after the Closing Date; interest; utilities; and other operating expenses shall be pro-rated as of Closing. Seller will be charged and credited for the amounts of all of the pro-rated items relating to the period up to and including 11:59 pm Pacific Time on the day preceding the Closing Date, and Buyer will be charged and credited for all of the pro-rated items relating to the period on and after the Closing Date. If tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at Closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after Closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. If the Property was taxed under a deferred classification prior to Closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At Closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay any sales or use tax applicable to the transfer of personal property included in the sale.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

- 30. 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 upon estimates. Any bills or invoices received by Buyer after Closing which relate to services rendered or goods delivered to the Seller or the Property prior to Closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after Closing. Any adjustment shall be made, if any, within 180 days of the Closing Date, and if a party fails to request an adjustment by notice delivered to the other party within the applicable period set forth above (such notice to specify in reasonable detail the items within the Closing Statement that such party desires to adjust and the reasons for such adjustment), then the allocations and prorations at Closing shall be binding and conclusive against such party.
- 31. Operations Prior to Closing.** Prior to Closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Contingency Date, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases for periods of 12 months or less in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without obtaining Buyer's consent, which shall not be withheld unreasonably.
- 32. Possession.** Buyer shall accept possession subject to all tenancies disclosed to Buyer before the Feasibility Contingency Date.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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33. Seller's Representations. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the Feasibility Contingency, 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 the Agreement, and no further consent, waiver, approval or authorization is required from any person or entity to execute and perform under this Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, are true, accurate and complete to the best of Seller's knowledge, and no other contracts or agreements exist that will be binding on Buyer after Closing; (c) Seller has not received any written notices that the Property or any business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) 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 ASIDE FROM THE THREAT OF CONDEMNATION ACKNOWLEDGED BY BOTH PARTIES HEREIN 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 (other than real and personal property taxes and assessments described in Section 29 above) attributable to the period prior to closing which, if not paid, could constitute a lien on 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 before the Feasibility Contingency Date; (i) 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; (j) Seller has not granted any options nor obligated itself in any matter whatsoever to sell the Property or any portion thereof to any party other than Buyer; and (k) Neither Seller nor any of its respective partners, members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; ~~and~~ (l) the individual signing this Agreement on behalf of Seller represents and warrants to Buyer that he or she has the authority to act on behalf of and bind Seller; AND (L) THERE ARE NO CONTRACTORS, SUBCONTRACTORS, MATERIALS SUPPLIERS, OR ANY OTHER THIRD PARTIES THAT ARE UNPAID, THAT HAVE PROVIDED SELLER WITH NOTICE OF A CLAIM OF LIEN, OR THAT OTHERWISE HAVE ANY OTHER RIGHTS TO IMPOSE, ENFORCE, FILE, RECORD, OR FORECLOSE A LIEN AGAINST THE PROPERTY PURSUANT TO RCW 60.04 OR OTHERWISE. As used herein, 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.

If prior to Closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the representations were deemed made as of the date of such discovery, then the party discovering the information shall promptly notify the other party in writing and Buyer, as its sole remedy, may elect to terminate this Agreement by giving Seller notice of such termination within five (5) days after Buyer first received actual notice (with the Closing Date extended to accommodate such five (5) day period), and in such event, the Earnest Money Deposit shall be returned to Buyer. Buyer shall give notice of termination

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly discovered information such that a representation provided for above was false.

34. As-Is. Except for the express representations and warranties 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, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, suitability for Buyer’s intended use, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness for a particular purpose, tenantability, habitability and use; (c) Buyer takes the Property “AS IS” and with all faults; 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.

35. Buyer’s Representations. Buyer represents that Buyer is authorized to enter into the Agreement; to buy the Property; to perform its obligations under the Agreement; and that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereby will: (a) conflict with or result in a breach of any law, regulation, writ, injunction or decree of any court or governmental instrumentality applicable to Buyer; or (b) constitute a breach of any agreement to which Buyer is a party or by which Buyer is bound. The individual signing this Agreement on behalf of Buyer represents that he or she has the authority to act on behalf of and bind Buyer.

36. Claims. Any claim or cause of action with respect to a breach of the representations and warranties set forth herein shall survive for a period of nine (9) months from the Closing Date, at which time such representations and warranties (and any cause of action resulting from a breach thereof not then in litigation, including indemnification claims) shall terminate. Notwithstanding anything to the contrary in this Agreement: (a) Buyer shall not make a claim against Seller for damages for breach or default of any representation or warranty, unless the amount of such claim is reasonably anticipated to exceed \$25,000; and (b) under no circumstances shall Seller be liable to Buyer on account of any breach of any representation or warranty in the aggregate in excess of the amount equal to \$250,000, except in the event of Seller’s fraud or intentional misrepresentation with respect to any representation or warranty regarding the environmental condition of the Property, in which case Buyer’s damages shall be unlimited.

37. Condemnation and Casualty. Seller bears all risk of loss until Closing, and thereafter Buyer bears all risk of loss. Buyer may terminate this Agreement and obtain a refund of the Earnest Money if improvements on the Property are materially damaged ~~or if condemnation proceedings are commenced against all or a portion of the Property~~ before Closing, to be exercised by notice to Seller within ten (10) days after Seller’s notice to Buyer of the occurrence of the damage ~~or condemnation proceedings~~. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the Purchase Price. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall not be obligated to repair any damage, and 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.

INCLUDE APPROPRIATE LANGUAGE TO MEET IRS REQUIREMENTS TO QUALIFY THIS TRANSACTION AS A SECTION 1033 TAX DEFERRED EXCHANGE FOR THE BENEFIT OF THE SELLER.

SELLER WILL NEED TO PROVIDE THIS LANGUAGE.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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38. FIRPTA Tax Withholding at Closing. Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act, and Seller shall sign it on or before Closing. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

39. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Broker with a courtesy copy to any other party identified as a recipient of notices in Section 19. A notice to Seller shall be deemed delivered only when received by Seller and Listing Broker, or the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer, with a copy to Buyer Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 19. A notice to Buyer shall be deemed delivered only when received by Buyer and Buyer Broker, or the licensed office of Buyer Broker. Buyer Broker and Listing Broker otherwise have no responsibility to advise parties of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller shall keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party at the address, fax number, or email indicated in Section 19. Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page two of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

40. Computation of Time. Unless otherwise specified in this Agreement, 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. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours; provided, however, that if the Closing Date falls on a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050, or a date when the county recording office is closed, then the Closing Date shall be the next regular business day. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
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41. Assignment. Buyer's rights and obligations under this Agreement are not assignable without the prior written consent of Seller, which shall not be withheld unreasonably; provided, however, Buyer may assign this Agreement without the consent of Seller, but with notice to Seller, to any entity under common control and ownership of Buyer, provided no such assignment shall relieve Buyer of its obligations hereunder. If the words "and/or assigns" or similar words are used to identify Buyer in Section 2, then this Agreement may be assigned with notice to Seller but without need for Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of Seller financing.

42. Default and Attorneys' Fees.

- a. **Buyer's default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the applicable provision as identified in Section 13 shall apply:
 - i. **Forfeiture of Earnest Money.** Seller may terminate this Agreement and keep that portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at its option, (a) terminate this Agreement and keep that portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- b. **Seller's default.** In the event Seller fails, without legal excuse, to complete the sale of the Property, then the applicable provision as identified in Section 14 shall apply:
 - i. **Recover Earnest Money or Specific Enforcement.** As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all Earnest Money or fees paid by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages, provided, however, Buyer must file suit within sixty (60) days from the Closing Date or from the date Seller has provided notice to Buyer that Seller will not proceed with closing, whichever is earlier.
 - ii. **Buyer's Election of Remedies.** Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.
- c. Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs. In the event of trial, the amount of the attorneys' fees shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflicts of laws.

43. Miscellaneous Provisions.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
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- a. **Complete Agreement.** This Agreement and any addenda and exhibits thereto state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement, and no modification of this Agreement shall be effective unless agreed in writing and signed by the parties.
- b. **Counterpart Signatures.** This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.
- c. **Electronic Delivery and Signatures.** Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents. The parties acknowledge that a signature in electronic form has the same legal effect as a handwritten signature.
- d. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding this provision, no party shall be obligated to extend closing as part of its agreement to facilitate completion of a like-kind exchanged. In addition, notwithstanding Section 41 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- e. **RESERVATION OF GOVERNMENTAL POWERS.** NOTHING IN THIS AGREEMENT SHALL LIMIT BUYER'S EXERCISE OF ITS POLICE POWERS, LAND USE AUTHORITY, PERMITTING AUTHORITY, TAX AUTHORITY, OR OTHER GOVERNMENTAL POWERS.
- f. **NO PERSONAL LIABILITY OF CITY OFFICIALS.** NO ELECTED OFFICIAL, OFFICER, EMPLOYEE, OR AGENT OF BUYER SHALL BE PERSONALLY LIABLE UNDER THIS AGREEMENT.

44. Information Transfer. In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) 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, applications or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.

45. Confidentiality. Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party. BUYER IS SUBJECT TO THE WASHINGTON PUBLIC RECORDS ACT, CHAPTER 42.56 RCW. ANY INFORMATION PROVIDED TO BUYER MAY BE SUBJECT TO PUBLIC DISCLOSURE UNLESS EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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46. Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm’s Designated Broker, Buyer Brokerage Firm’s Branch Manager (if any) and any of Buyer Brokerage’s Firm’s Managing Brokers who supervise Buyer Broker represent the same party that Buyer Broker represents. Listing Firm, Listing Firm’s Designated Broker, Listing Broker’s Branch Manager (if any), and any of Listing Firm’s Managing Brokers who supervise Listing Broker represent the same party that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled “Real Estate Brokerage in Washington.”

47. Buyer Broker’s Compensation Disclosure.

a. ~~Compensation from Seller~~**BUYER.** The compensation offered and paid to Buyer Brokerage Firm by ~~Seller~~ BUYER for providing buyer brokerage services to Buyer related to the Property is:

Offered (fill in one): 2.5 % of purchase price; UP TO \$ 5,000,000.00, and 2.0% of the Purchase Price thereafter ; Other: _____
 Paid (fill in one): _____ % of purchase price; \$ _____ ; Other: _____

b. ~~Compensation from Listing Firm~~**SELLER.** The compensation offered and paid to ~~Buyer~~SELLER Brokerage Firm by the ~~Listing Firm~~SELLER for providing ~~buyer~~SELLER brokerage services to ~~Buyer~~SELLER related to the Property is:

Offered (fill in one): _____ % of purchase price; \$ _____ ; Other: per separate agreement
 Paid (fill in one): _____ % of purchase price; \$ _____ ; Other: _____

48. Seller’s Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions herein. The Listing Firm’s compensation shall be paid as specified in the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay to Listing Firm compensation of _____ % of the sales price or \$ _____. The compensation to Buyer Brokerage Firm shall be paid as set forth in this Agreement. Seller and Buyer consent to Listing Firm and Buyer Brokerage Firm receiving compensation from more than one party and to the sharing of compensation between firms. Seller and Buyer hereby assign to Listing Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing Firm or Buyer Brokerage Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys’ fees and expenses. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 45 above, the pages containing this Section, the parties’ signatures and an attachment describing the Property may be recorded.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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Listing Broker and Buyer Broker Disclosure. EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE BUYER BROKER, LISTING BROKER, AND FIRMS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS; THE CONDITION OF THE PROPERTY OR ITS IMPROVEMENTS; THE FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE; OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING, BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
 Buyer _____ Date _____ Seller _____ Date _____



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IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer _____
 Printed name and type of entity

Buyer _____
 Printed name and type of entity

Buyer _____
 Signature and title

Buyer _____
 Signature and title

Date signed _____

Date signed _____

Seller _____
 Printed name and type of entity

Seller _____
 Printed name and type of entity

Seller _____
 Signature and title

Seller _____
 Signature and title

Date signed _____

Date signed _____

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
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EXHIBIT A *
 [Legal Description]

KIRKLAND SUPL PLAT POR OF LOTS 1 THRU 4 BLK 26 LAKE AVENUE ADD TO KIRKLAND TGW POR OF LOTS 17 THRU 23 BLK 241 SUPPLEMENTARY PLAT OF KIRKLAND TGW VACATED 8TH ST AS VACATED BY CITY OF KIRKLAND ORD #2368 TGW POR VAC 11TH AVE ADJ PER KI VAC ORD #2896 DAF- BEG AT SW COR OF SD LOT 23 BLK 241 TH N 89-42-28 E ALG S LN OF SD LOT 23 DIST 12.06 FT TH N 0-16-07 W 97.37 FT TH S 89-58-26 E 10.00 FT TH N 0-16-07 W 158.63 FT TO N LN OF SD LOT 1 BLK 26 TH S 89-43-06 W ALG SD N LN & N LN OF VACATED POR OF 8TH ST 102.58 FT TO W MGN OF SD VAC 8TH ST TH S 0-23-02 E ALG SD MGN 255.96 FT TO SW COR OF SD VACATED ST TH N 89-42-28 E (N 89-42-31 E DEED) ALG S LN OF SD VAC 8TH ST 80.00 FT TO BEG -- AKA PARCEL A OF CITY OF KIRKLAND ALTERATION OF LOT LINE NO LL-94-15 REC NO 9402221738

* To ensure accuracy in the legal description, consider substituting the legal description contained in the preliminary commitment for title insurance or a copy of the Property's last vesting deed for this page. Do not neglect to label the substitution "Exhibit A." You should avoid transcribing the legal description because any error in transcription may render the legal description inaccurate and this Agreement unenforceable.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____
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**ADDENDUM/AMENDMENT TO
 PURCHASE AND SALE AGREEMENT**

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
 New text inserted by licensee indicated by small capital letters.

The following is part of the Purchase and Sale Agreement with Reference Date _____, 20__ (the "Agreement") between City of Kirkland ("Buyer") and Perrin Building, LLC ("Seller") regarding the sale of the property located at 1120 8th St _____, Kirkland, WA 98033 (the "Property").

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

- **SECTION 1033 EXCHANGE:** IN THE EVENT THAT SELLER WISHES TO ENTER INTO A 1033 TAX-DEFERRED EXCHANGE FOR THE PROPERTY, BUYER AGREES TO COOPERATE WITH SELLER IN CONNECTION WITH SUCH EXCHANGE, INCLUDING THE EXECUTION OF ANY SUCH DOCUMENTS AS MAY BE REASONABLY NECESSARY TO EFFECTUATE THE SAME, PROVIDED THAT A) BUYER SHALL NOT BE OBLIGATED TO UNREASONABLY DELAY THE CLOSING; B) ALL ADDITIONAL COSTS IN CONNECTION WITH THE EXCHANGE SHALL BE BORNE BY SELLER. THE PARTIES AFFIRM AND ACKNOWLEDGE THAT THE TRANSACTION CONTEMPLATED HEREIN IS AN INVOLUNTARY EXCHANGE EXECUTED UNDER THREAT OF CONDEMNATION; THAT THE PROPERTY WAS HELD FOR PRODUCTIVE USE IN TRADE PRIOR TO THE TRANSACTION; AND THAT THE SELLER IS NOT REQUIRED TO SECURE A QUALIFIED INTERMEDIARY TO HOLD THE FUNDS.
- **TENANT ESTOPPEL CERTIFICATES:** SELLER SHALL SECURE AND DELIVER TO BUYER TENANT ESTOPPEL CERTIFICATES IN SUBSTANTIALLY THE SAME FORM AS THE ATTACHED FORM PS_TEC ADDENDUM PRIOR TO CLOSING. SELLER SHALL REQUEST THE ESTOPPEL CERTIFICATES FROM THE TENANTS AT THE PROPERTY UPON THE EARLIER OF A) BUYER'S WRITTEN REQUEST, OR B) WITHIN FIVE (5) DAYS OF THE WAIVER OR EXPIRATION OR THE BUYER'S FEASIBILITY CONTINGENCY PERIOD.

ALL OTHER TERMS AND CONDITIONS of the Agreement remain unchanged.

INITIALS: Buyer _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____ Seller _____ Date _____



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 Earnest Promissory Note
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EARNEST MONEY PROMISSORY NOTE

\$ _____

Place: _____

Date: _____

FOR VALUE RECEIVED, City of Kirkland ("Buyer") agrees to pay to the order of _____ ("Holder") the sum of Fifty Thousand Dollars (\$ 50,000) as follows:

_____ days (3 days if not filled in) following mutual acceptance of the Agreement (defined below).

~~Upon~~ REMITTED WITHIN 3 DAYS OF satisfaction or waiver of the feasibility contingency stated in the Agreement.

Other _____*.

This Note is evidence of the obligation to pay earnest money under the purchase and sale agreement (the "Agreement") between Buyer and Perrin Building, LLC ("Seller") with Reference Date _____, 20__ for the property located at _____. Buyer's failure to pay the earnest money strictly as above shall constitute default on the Agreement as well as on this Note.

If Holder retains an attorney for collection of amounts due pursuant to this Note, or if Holder brings suit to collect any amounts due on this Note, Buyer shall pay a reasonable attorney's fee and costs. This Note shall bear interest at the rate of twelve percent (12%) per annum after default.

BUYER

By: _____

Printed Name and Title: _____

* Do not enter "on closing" as the date this Note becomes due and payable because closing under the Agreement is not certain to occur. Instead, insert a specific date or an event that is certain to occur.



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Tenant Estoppel Certificate
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TENANT ESTOPPEL CERTIFICATE

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
New text inserted by licensee indicated by small capital letters.

This Tenant Estoppel Certificate is given by _____ (“Tenant”), who leases space from Perrin Building, LLC (the “Landlord”) pursuant to that Lease Agreement dated _____, _____ (the “Lease”). Unless otherwise noted as an exception in Section 10, Tenant hereby certifies as follows:

1. **Premises Leased.** The Premises that Tenant leases consists of _____ square feet of space (the “Premises”) in the property known as 8th St Kirkland WA 98033 (the “Property”). Tenant occupies no other space in the Property other than the Premises.
2. **Lease Term; Extensions and Options.** The term of the Lease began on _____, _____ and will end on _____, 20 _____. Tenant has accepted the Premises, is in occupancy, and is paying rent under the Lease. Tenant has _____ options to extend the Lease, and each extension is for _____ years. In addition, Tenant does does not have an option to lease other space at the Property, and Tenant does does not have a preferential right to purchase all or any part of the Premises or the Property.
3. **Rent.** Tenant is currently paying base rent under the Lease in the amount of \$ _____ and estimated triple net expenses in the amount of \$ _____ per month. The Lease provides for a base-year or expense stop in the amount of \$ _____. Tenant has paid the rent described above through and including the month of _____, 20 ___, and Tenant has paid the estimated triple net expenses described above through the most recent billing period for such charges. Tenant is not entitled to any credits, concessions, bonuses, free rental periods, rebates, or other matters affecting the rent payable by Tenant under the Lease, and Tenant has not paid rent more than one (1) month in advance.
4. **Security Deposit.** A security deposit in the amount of \$ _____ has been paid to Landlord under the Lease, and Tenant has not given Landlord any other security or similar deposit.
5. **Assignment/Sublease.** Tenant has not assigned the Lease or sublet any portion of the Premises, and no person or entity other than Tenant is in possession of any portion of the Premises.
6. **Parking.** Tenant is entitled to _____ parking spaces. All of Tenant’s parking spaces are assigned unassigned, and Tenant may use the spaces at no additional charge for \$ _____ per month per space.
7. **Landlord’s Obligations.** All of the currently existing obligations of Landlord under the Lease have been duly performed and completed. All improvements or repairs required under the terms of the Lease to be made by Landlord have been satisfactorily completed. All allowances and other payments due to Tenant by Landlord under the terms of the Lease have been paid in full. Tenant certifies that it has no offsets, claims, counterclaims or defenses against the enforcement of the Lease by Landlord, and no events have occurred that could give rise to an offset, claim, counterclaim, or defense against enforcement of the Lease by Landlord.
8. **Bankruptcy.** Neither Tenant nor any guarantor of the Lease is presently the subject of any proceeding pursuant to the United States Bankruptcy Code of 1978, as amended.
9. **Copy of Lease; Modifications.** Tenant certifies that the Lease attached to this Estoppel Certificate as Exhibit A is a true and correct copy of the Tenant’s Lease including all riders, addenda, modifications, or amendments. Tenant further certifies that the Lease is in full force and effect and represents the entire agreement between Tenant and Landlord for the Premises. Finally, Tenant certifies that the Lease has not been modified or amended either orally or in writing, except as indicated in the Lease attached as Exhibit A, and that any personal guaranty attached as Exhibit B remains in full force and effect in accordance with its terms.
10. **Exceptions.** Tenant acknowledges that the information contained in this Estoppel Certificate is accurate, except as follows: _____
11. **Tenant Acknowledgments.** Tenant acknowledges that: (a) a potential buyer and its lender will rely on the



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**TENANT ESTOPPEL CERTIFICATE
 (CONTINUED)**

statements of Tenant in making the decision to purchase the Property from Landlord or to finance buyer's purchase of the Property, (b) this certificate shall inure to the benefit of the actual buyer and its Lender and their respective successors and assigns, and (c) Landlord may assign its interest in the Lease to the actual buyer and Tenant agrees, upon receipt of notice of such assignment from Landlord and the buyer, to attorn to the buyer and to perform all of Tenant's obligations under the Lease, including, without limitation, the payment of rent, directly to the buyer as Landlord, from and after the date of such notice.

12. **Signatory Authority.** The person signing this certificate on behalf of Tenant warrants that it is duly authorized to execute and deliver this certificate for and on behalf of Tenant.

Tenant: _____
Name and type of entity

By: _____
Signature and title

Date: _____



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Form: PS_AS
 Assignment and Assumption
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This has been prepared for submission to your attorney for review and approval prior to signing. No representation is made by licensee as to its sufficiency or tax consequences

This Assignment and Assumption Agreement (the "Assignment") is made the _____ day of _____, 20 __, between Perrin Building, LLC, a Washington Limited Liability Company ("Assignor") and City of Kirkland, a Washington Municipal Corporation ("Assignee") who are parties to a Purchase and Sale Agreement with a Reference Date of _____, 20 __ (the "Purchase Agreement") for real property located at or a business opportunity commonly known as 1120 8th St, Kirkland, WA, Tax Parcel No 388690-3400 (the "Property").

1. **Assigned Property.** Pursuant to the terms of the Purchase Agreement, Assignor grants, assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's right, title and interest in and to the following personal property (collectively the "Assigned Property") and Assignee accepts such assignment:
 - A. **Leases.** Each of the leases of real or personal property identified in Exhibit A to this Assignment;
 - B. **Contracts.** All contracts or agreements of any nature, (including without limitation design contracts, construction contracts, purchase orders, utility contracts, water and sewer service contracts, maintenance contracts, warranties, and soils reports), identified in Exhibit B to this Assignment; and
 - C. **Intangible Property.** All intangible property now or hereafter existing with respect to the Property (including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Assignor's obligations; any name of or telephone numbers for the Property; any related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received), identified in Exhibit C to this Assignment.
2. **Assumption.** Assignee assumes all of the obligations imposed on the Assignor by the Assigned Property that accrue or arise on or after the Effective Date of this Agreement.
3. **Indemnification.** Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignor's breach of any provisions of the leases identified in Exhibit A or contracts or agreements identified in Exhibit B that occurred prior to the Effective Date. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorneys' fees, occurring by reason of Assignee's breach of any provisions of the leased real or personal property identified in Exhibit A or contracts or agreements identified in Exhibit B that occur on or after the Effective Date.
4. **Effective Date.** The term "Effective Date" as used in this Assignment means: a) in the event the Property consists of real property, the date that the deed conveying title to the Property from Assignor to Assignee is recorded in the official records of the County recorder's office or, b) in the event the Property consists only of a business opportunity, the date on which ownership of the business is legally transferred from Assignor to Assignee.
5. **Further Assurances.** Assignor and Assignee shall, on the written request of the other party, execute,

INITIALS: ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____
 ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____



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**ASSIGNMENT AND ASSUMPTION AGREEMENT
 (CONTINUED)**

acknowledge and deliver further documents and assurances and perform further acts that the other party reasonably requests in order to perform all of the obligations of this Assignment.

6. **Counterparts.** This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
7. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment, their successors in interest and assigns.
8. **Governing Law.** This Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Washington, and venue of any suit shall be in the county in which the Property is located.
9. **Attorneys' Fees.** If Assignor or Assignee sues to enforce this Assignment or obtain a declaration of either of their rights under this Assignment, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding (including those incurred in any bankruptcy proceeding or appeal). In the event of trial, the amount of the attorneys' fees shall be as fixed by the court.

ASSIGNOR

Assignor's Name	Date	Assignor's Name	Date
By: _____ Authorized Signature/Title		By: _____ Authorized Signature/Title	

ASSIGNEE

Assignee's Name	Date	Assignee's Name	Date
By: _____ Authorized Signature/Title		By: _____ Authorized Signature/Title	

INITIALS: ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____
 ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____



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**ASSIGNMENT AND ASSUMPTION AGREEMENT
 (CONTINUED)**

**EXHIBIT A
 (Leases)**

Tenant: Cadence 3, LLC
Tenant: Nacon Gaming, Inc.
Tenant: Triad Manufacturing Corporation

Leases Omitted from Council Packet

INITIALS: ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____

ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____

Leases Omitted from Council Packet



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**ASSIGNMENT AND ASSUMPTION AGREEMENT
 (CONTINUED)**

**EXHIBIT B
 (Contracts)**

INITIALS: ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____

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**ASSIGNMENT AND ASSUMPTION AGREEMENT
 (CONTINUED)**

**EXHIBIT C
 (Intangible Property)**

INITIALS: ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____

ASSIGNOR _____ DATE: _____ ASSIGNEE _____ DATE: _____