

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN

CITY OF REDMOND, a municipal corporation

AND

HM PACIFIC NORTHWEST, INC., a Washington corporation

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REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made by and between HM PACIFIC NORTHWEST, INC., a Washington corporation (“**Seller**”), and the CITY OF REDMOND, a municipal corporation (“**Purchaser**”). Seller and Purchaser are referred to herein collectively as the “**Parties**.” The “**Effective Date**” of this Agreement is the date of mutual execution of this Agreement, as reflected by the last date of the respective signatures below.

ARTICLE I PROPERTY AND PURCHASE PRICE

1.1 Real Property Description. Seller owns certain real property in King County, Washington consisting of approximately 9.12 acres, commonly known as King County Parcel Identification Number 062506-9019 (the “**Parcel**”), as legally described on Exhibit A attached hereto (the “**Real Property**”).

1.2 Agreement of Purchase and Sale. Subject to the terms and conditions set forth herein, Seller agrees to sell, convey, transfer, and assign, and Purchaser agrees to purchase, all of Seller’s right, title and interest in and to the Real Property, together with all of Seller’s right, title and interest in and to the following: any and all land lying in the bed of any street, road, highway or avenue, open or proposed, in front of, or adjoining all or any part of the Real Property, and all strips, gores or rights-of-way, lakebeds, streams, riparian rights, appurtenances, rights (including any and all development or similar rights), licenses, and easements, in any way benefitting or otherwise in front of or adjoining all or any part of the Real Property (collectively with the Real Property, the “**Property**”).

1.3 Use Restriction. As a material inducement to Seller’s agreement to sell the Property to Purchaser, Purchaser and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years after the Closing Date (as defined in Section 4.1), shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, supplementary cementitious material including slag, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Seller as of the Closing which other products and services will be specified by Seller to Purchaser in writing prior to Closing (as defined in Section 4.1), if any (the “**Use Restriction**”). Seller shall have the right to enforce, by proceedings at law or in equity, the Use Restriction imposed by this provision including the right to prevent the violation of such Use Restriction, and the right to recover damages resulting from such violation. The Use Restriction contained in this provision shall survive the Closing. Purchaser acknowledges that breach of the Use Restriction would cause immediate and irreparable harm to Seller for which money damages would be inadequate. Therefore, Seller shall be entitled to injunctive relief for any breach by Purchaser of this Use Restriction without proof of actual damages and without the requirement to post a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for breach of this Use Restriction, but shall be in addition to all other remedies available at law or equity. The Use Restriction shall be a Permitted Exception and the Use Restriction and provisions of this Section 1.3 shall be included in the Deed. The Parties acknowledge that Purchaser utilizes its own public works system to distribute and use concrete, aggregates and other

materials as contemplation and which use is permitted and would not be a direct violation of this use covenant or restriction provision.

1.4 Purchase Price. The purchase price for the Property is Thirty-Eight Million Five Hundred Twenty-One Thousand Seven Hundred and Seven 00/100 Dollars (\$38,521,707.00) (the “**Purchase Price**”).

1.5 Purchaser’s Deposit; Escrow.

(a) Within five (5) business days after the Effective Date, Purchaser shall deliver to Fidelity National Title Insurance Company located at 701 5th Avenue, Suite 2700, Seattle, 98104 (“**Escrow Agent**”), a cash deposit in the amount of Five Hundred Thousand and 00/100 dollars (\$500,000) (the “**First Earnest Money Deposit**”). Within five (5) business days after Purchaser’s delivery of the Approval Notice (defined below), Purchaser shall deliver to the Escrow Agent a cash deposit in the amount of Five Hundred Thousand and 00/100 dollars (\$500,000) (the “**Second Earnest Money Deposit**”, and collectively with the First Earnest Money Deposit, the “**Earnest Money**”). Within three (3) business days of receipt of any portion of the Earnest Money, Escrow Agent shall invest such portion of the Earnest Money in an interest bearing account. Upon Purchaser’s delivery of the Approval Notice (defined below), the Earnest Money, including all interest accrued thereon, shall become nonrefundable and be applicable to the Purchase Price at Closing, except as specifically provided in this Agreement.

1.6 Seller’s Backup Offers. Seller may negotiate backup offers with other potential buyers of the Property during the term of this Agreement. However, any and all such backup offers shall be expressly subordinate to Purchaser’s rights under this Agreement and no backup buyer shall be permitted by Seller to unreasonably interfere with Purchaser’s sole and exclusive rights as provided for in this Agreement so long as this Agreement is in full force and effect.

**ARTICLE II
TITLE REVIEW**

2.1 Title Examination, Commitment for Title Insurance. Within seven (7) days after the Effective Date, Seller shall cause the title insurance division of Fidelity National Title Insurance Company (the “**Title Company**”) to issue a preliminary commitment for an ALTA 2021 form of owner’s extended coverage policy of title insurance to Purchaser with an effective date of the Effective Date and an insured amount equal to the Purchase Price (the “**Title Commitment**”), together with accurate and complete copies of the Seller’s vesting deed and all recorded instruments referenced in Schedule B of the Title Commitment. Purchaser shall have until twenty-one (21) days after delivery of the Title Commitment and copies of all recorded instruments referenced in the Title Commitment to examine title to the Real Property (the “**Title Review Period**”).

2.2 Title Objections, Cure of Title Objections.

(a) Prior to expiration of the Title Review Period, Purchaser shall deliver written notice to Seller of any and all objections Purchaser may have to any of the Schedule B Special Exceptions to title insurance coverage disclosed in the Title Commitment. Any such

exception to title disclosed in the Title Commitment to which Purchaser does not object by timely written notice shall become a “**Permitted Exception.**”

(b) In the event Purchaser delivers timely written notice of objection to any exceptions disclosed in the Title Commitment, Seller shall have the right, but not the obligation, to elect to release, satisfy, or otherwise cure any defect, lien, encumbrance or other matter affecting title to the Real Property to which Purchaser timely objected. Within seven (7) days after receipt of Purchaser’s notice of objection, Seller may deliver written notice to Purchaser informing Purchaser of Seller’s election with respect to such exceptions. If Seller fails to give written notice of its election within such seven (7) day period, Seller shall be deemed to have elected not to cure any such exceptions.

(c) If Seller elects not to cure any exceptions to title objected to by Purchaser, Purchaser’s sole remedy hereunder in such event shall be either (i) to accept title to the Real Property subject to such exceptions as if Purchaser had not objected thereto, or (ii) to terminate this Agreement, in which case the Earnest Money, plus interest accrued thereon, shall be returned to Purchaser by the Escrow Agent without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. If Purchaser elects to terminate this Agreement, Purchaser shall provide Seller with written notice of termination pursuant to this Section 2.2(c) prior to the end of the Inspection Period, as defined in Section 3.1. If Purchaser fails to give such timely notice of its election to terminate for any reason whatsoever, Purchaser shall be deemed to have elected to accept title to the Real Property subject to such exceptions as if Purchaser had not objected thereto. Any exceptions to title to which Purchaser has objected, that Seller has elected not to remove, satisfy or otherwise cure, and that Purchaser has then elected to accept as an exception to title to the Real Property, shall also become a “**Permitted Exception.**”

2.3 Supplemental Title Commitment. If there are any changes or additions to the Title Commitment after the expiration of the Title Review Period, Title Company shall deliver to Purchaser a supplemental report to the Title Commitment (the “**Supplemental Commitment**”). Purchaser shall have the right to review and approve any new items appearing in the Supplemental Commitment. Purchaser shall deliver notice of approval or disapproval of the items set forth in the Supplemental Commitment to Seller within five (5) business days after the delivery of the Supplemental Commitment. The failure of Purchaser to deliver notice of disapproval within said five (5) business day period shall be deemed to be Purchaser’s approval of the Supplemental Commitment. In the event Purchaser delivers notice of disapproval, Seller shall have five (5) business days after receipt of Purchaser’s notice to deliver notice as to whether Seller intends to remove, satisfy or otherwise cure any or all of the items in the Supplemental Commitment disapproved by Purchaser (collectively, the “**Disapproved Exceptions**”) by Closing. If Seller fails to give written notice of its election within such five (5) business day period, Seller shall be deemed to have elected not to cure any such exceptions. If Seller elects not to cure or remove any Disapproved Exception within such five (5) business day period, Purchaser shall elect within two (2) business days after expiration of such five (5) business day period to either (i) waive the Disapproved Exception, in which event the Disapproved Exception shall become a Permitted Exception, or (ii) terminate this Agreement, in which case the Earnest Money, plus interest accrued thereon, if any, shall be returned to Purchaser by the Escrow Agent without demand, deduction or

offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement. The failure of Purchaser to deliver notice of termination of this Agreement within said two (2) business day period shall be deemed to be Purchaser's waiver of the Disapproved Exception, in which event the Disapproved Exception shall become a Permitted Exception. Closing shall be extended as necessary to provide for the notice and response periods set forth above.

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser title to the Real Property by the Deed (defined below), subject only to the Permitted Exceptions. At Closing, Seller shall cause the Title Company to issue to Purchaser a 2021 ALTA form of owner's extended coverage policy of title insurance to Purchaser with an insured amount equal to the Purchase Price in the same form as the Title Commitment, containing all endorsements requested and paid for by Purchaser, unless revised in accordance with this Agreement or otherwise upon Purchaser's prior written approval (the "**Title Policy**"). The Title Policy shall cover title to the Real Property with Limits of Liability in Schedule A in the amount of the Purchase Price, subject only to the Permitted Exceptions contained in Schedule B.

ARTICLE III INSPECTION PERIOD

3.1 Right of Inspection. In accordance with the provisions set forth herein, during the period that began on April 8, 2026, and continuing to on or before 11:59 P.M., local time, on May 22, 2026 (hereinafter referred to as the "**Inspection Period**"), Purchaser shall have the right, at Purchaser's expense, to make inspections of the Real Property at times and at locations reasonably convenient to Purchaser in order to make the determination of suitability as provided in Section 3.3. Seller shall permit Purchaser to contact any contractors or consultants who have performed any work or inspections relating to the Real Property and shall authorize those persons or entities to communicate fully with Purchaser about the Real Property and the work performed and the results obtained or any reports prepared concerning the Real Property. Seller shall permit Purchaser to contact and discuss development of the Real Property with the local governing authority and all other applicable governmental agencies (the "**Permitting Jurisdiction**"). Subject to Section 3.2, Purchaser and Purchaser's representatives and authorized agents shall have the right to enter on the Real Property from the Effective Date to the Closing Date (defined below) or the earlier termination of this Agreement, to undertake inspections and investigations and make such tests, surveys and other studies of the Real Property as Purchaser deems appropriate. Seller shall provide Purchaser and Purchaser's representatives with reasonable access to the Real Property at reasonable business hours for such purposes, as further specified in Section 3.2. Seller shall have the right to accompany Purchaser and Purchaser's representatives and authorized agents on any entry onto the Real Property, and Seller will have the right to be present at the time any boring, drilling, invasive testing or environmental assessments are conducted on the Real Property. For the purpose of this section, each party shall to the highest degree possible keep the findings and conclusions and data generated confidential within the Parties of this transaction and their respective agents, members, or contractors and vendors as applicable. Seller acknowledges the Purchaser is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Purchaser is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement is intended to prevent the Purchaser's

compliance with the Public Records Act, and Purchaser shall not be liable to Seller, or in breach of this agreement due to Purchaser's decision to disclose records pursuant to Chapter 42.56 RCW and, or, compliance with any law or court order requiring the release of public records.

3.2 Investigation Requirements Plan. Prior to conducting any surveys, tests, Phase I or Phase II environmental surveys or additional inspections (geotechnical, critical area, etc), Purchaser shall notify Seller in writing of the dates, work to be performed, and persons who will be undertaking any such investigation or entering the Property pursuant to Section 3.1, including the type and location of investigative work, the location and purpose of any proposed invasive testing, and a schedule for approximately when such work will be conducted ("**Purchaser's Investigation Plan**"). Seller shall have three (3) business days within which to approve the Purchaser's Investigation Plan, which approval will not be unreasonably withheld or delayed. After approval of the Purchaser's Investigation Plan, Seller will permit Purchaser and its consultants to enter on the Property to perform Purchaser's Investigation Plan. All such investigations and inspection shall occur at Purchaser's sole expense. Purchaser shall not allow any liens on the Property and shall repair or restore the Property to its original condition after completion of its investigations. Prior to any entry upon the Property, Purchaser shall provide Seller with proof of commercial general liability insurance on an occurrence basis (CG 11-93 form including ISO 2010 11-85 or equivalent, if available) with limits not less than \$2,000,000 per occurrence for bodily injury or property damage and \$5,000,000 aggregate, and naming Seller as additional insured. Purchaser shall bear the entire cost of all tests and studies performed by Purchaser or performed at Purchaser's direction. Purchaser shall defend, indemnify, and hold Seller harmless from any cost, claim, liability, loss, demand, or expense asserted against Seller arising out of Purchaser's or its agents', employees' and designees' entry on the Property, including actual damage sustained to the Property. Seller's approval of Purchaser's Investigation Plan shall in no way be deemed to release or limit any damages or claims of Seller against Purchaser with respect to the activities conducted by Purchaser or its consultants or agents on the Property. On or before the Closing Date, regardless of whether Closing occurs on such date, Purchaser will provide to Seller copies of all third-party reports, studies or other information conducted by or obtained by Purchaser during the Inspection Period, including all reports relating to the engineering, design, marketing or related to the then current physical condition of the Property (the "**Purchaser Property Reports**"). Purchaser's liability under this Section shall survive the termination of this Agreement.

3.3 Seller's Delivery of Documents. Purchaser acknowledges that it has the right to inspect the Real Property and all documents, reports or other information disclosed by Seller, as provided herein and is purchasing the Property on an "as-is" basis without any warranties, express or implied, from Seller, except as expressly made herein. Seller has made available to Purchaser on its electronic data room accessible via the offering website, plans, survey information, engineering reports, title information, and site assessments pertaining to the Property in Seller's possession and identified on Exhibit B (collectively, "**Property Information**") to assist Purchaser in evaluating the feasibility of the Real Property for Purchaser's purposes. Purchaser acknowledges that Seller is providing the Property Information in good faith as a convenience to Purchaser. Seller shall not be a warrantor or guarantor of the accuracy, quality or completeness of any studies or tests conducted by any person or of any reports of such studies or tests. Purchaser's reliance upon such Property Information apart from Purchaser's independent investigation and inspection of the Property shall be at Purchaser's own risk.

3.4 Right of Termination or Confirmation of Purchase. In the event Purchaser determines in Purchaser's sole discretion that the Real Property is not suitable for Purchaser's purposes, then Purchaser shall have the right to terminate this Agreement prior to the expiration of the Inspection Period. If Purchaser gives written notice of termination during the Inspection Period, this Agreement shall terminate, as further provided below. If Purchaser delivers to Seller written notice of its approval of its review of the Property (the "**Approval Notice**") prior to the expiration of the Inspection Period, the Earnest Money (including all interest thereon) shall become non-refundable and applicable towards the Purchase Price at Closing, except for Seller Default and as otherwise expressly provided in this Agreement. If Purchaser does not timely deliver the Approval Notice, Purchaser shall be deemed to have disapproved the Property, and this Agreement shall automatically terminate. In the event of termination under this Section, the Earnest Money, together with any interest earned thereon while deposited with the Escrow Agent, shall be returned to Purchaser without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement, which obligation shall include but not be limited to Purchaser's indemnity obligations.

3.5 Seller's Contingency. Seller's obligation to complete the transaction and the purchase and sale contemplated herein is subject to the following condition ("**Seller's Condition**") being satisfied or waived, in Seller's sole discretion, on or before the date indicated:

(a) Seller obtaining all necessary corporate approvals for the transaction and the purchase and sale contemplated herein, on or before 4:00 PM PST on May 21, 2026.

If Seller does not provide written notice of the satisfaction or waiver of the Seller's condition within the time period therein specified, this Agreement shall terminate, the Earnest Money (less \$100.00) plus interest accrued thereon, if any, shall be returned to Purchaser by the Escrow Agent without demand, deduction or offset, Seller shall reimburse Purchaser for Purchaser's actual and reasonable third party costs expended during the Inspection Period for the Purchaser Property Reports in an amount not to exceed Fifty Thousand no/100 Dollars (\$50,000.00) within thirty (30) days after receipt of invoices from Purchaser for such out-of-pocket expenses, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

3.6 Waiver of Seller Disclosure Statement; Environmental Disclosure and Indemnification. The Real Property constitutes "commercial real estate" as defined in RCW 64.06.005. Pursuant to RCW 64.06.010(7), Purchaser hereby expressly waives any right to receive the seller disclosure statement that would otherwise be required under RCW 64.06.013 for sale of commercial real estate. Because of Seller's knowledge of environmental matters related to the Real Property, Seller shall provide Purchaser with the section of the Form 17-Commercial entitled "Environmental." Seller's sole obligation with respect to Hazardous Substances and Hazardous Materials as such terms are presently defined in RCW 70.105D or federal law (collectively "**Hazardous Substances**") shall be its obligation to disclose to Purchaser the documents expressly identified on Exhibit B. Seller makes no representations or warranties whatsoever, neither express nor implied, concerning the presence or lack of any Hazardous Substances on the Real Property except for those issues disclosed in the Environmental, any

documents in Exhibit B, or any other information disclosed concerning the Property on or before Closing. Purchaser may conduct appropriate investigation during the Inspection Period to determine whether Hazardous Substances are present on, around or under the Real Property. Upon its satisfaction and waiver of the Feasibility Contingency, Purchaser shall be deemed to have conclusively determined the extent of Hazardous Substances existing on or under the Property and have elected to undertake any remediation of the same that is contemplated, planned, or undertaken at Purchaser’s sole cost and expense. Purchaser and its permitted assigns hereby agree to indemnify, defend and hold Seller and its successors and assigns (collectively, the “**Indemnified Parties**”) harmless from and against any and all claims, actions, suits, damages, liabilities, losses, costs and expenses, including reasonable attorneys’ fees (collectively, “**Damages**”), suffered or incurred by any of the Indemnified Parties as a result of the presence (or alleged presence) or the release of Hazardous Substances on, in, under, at or emanating to or from the Property whether before or after Closing including any claims brought by third parties or government agencies, and except for Damages arising out of Seller’s gross negligence or for matters of which Seller had actual knowledge. For purposes of this Agreement, Seller’s actual knowledge shall mean the actual, and not constructive, knowledge of Sophie Mullen, Director Sustainable Resource Development. The liability of Purchaser as set forth in the preceding sentence includes, without limitation, the following: (a) any costs of, or liability for, investigation, cleanup, removal, treatment, remediation or monitoring of any Hazardous Substance; (b) any damages resulting from the diminution in value or unmarketability of the Property or any other property; (c) any consequential or punitive damages suffered or incurred by any of the Indemnified Parties; (d) any fines, penalties, assessments, judgments or other liabilities resulting from any claim, judgment or finding concerning the violation or alleged violation of any Environmental Law (as defined in Washington or federal law); and (e) any amounts expended by any of the Indemnified Parties in good faith to settle or compromise any claim or allegation of liability covered by this Agreement. The provisions in this section shall survive Closing.

^{Initial}
RB

Purchaser’s Initials

^{Initial}
LP

Seller’s Initials

ARTICLE IV CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereunder (“**Closing**”) shall occur on June 23, 2026 (the “**Closing Date**”).

4.2 Seller’s Obligations at Closing. On or before the Closing Date, Seller shall deliver to Escrow Agent for the benefit of Purchaser the following:

(a) a duly executed and acknowledged Bargain and Sale Deed (the “**Deed**”) in the form attached hereto as Exhibit C, conveying title to the Real Property to Purchaser, subject only to the Permitted Exceptions and the releases contained therein. Seller shall execute and deliver an Excise Tax Affidavit and any other instruments required by the Title Company to insure title to the Real Property by the Title Policy;

(b) a Bill of Sale, in a form reasonably acceptable to Purchaser conveying all personal property right, title and interest of Seller in or related to the Real Property to Purchaser;

(c) an affidavit duly executed by Seller stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act (FIRPTA); and

(d) such additional documents, including but not limited to, an owner’s/seller’s affidavit in a form required by Title Company to issue to Purchaser the Title Policy.

4.3 Purchaser’s Obligations at Closing. On or before the Closing Date, Purchaser shall deliver to Escrow Agent for the benefit of Seller the following:

(a) the full amount of the Purchase Price as increased or decreased by prorations and adjustments as herein provided, less the Earnest Money, and less interest accrued thereon, by wire transfer of immediately available federal funds;

(b) such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

(c) an executed counterpart or counterparts to the Bill of Sale described in Section 4.2(b) above; and

(d) such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.4 Credits and Prorations. Real estate property taxes and utilities shall be apportioned with respect to the Property as of 12:01 a.m., local time, on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs. Any real estate taxes paid at or prior to Closing shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before Closing, Seller shall be charged at Closing an amount equal to that portion of such taxes and assessments that relates to the period before Closing. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at Closing, the parties shall make all necessary adjustments by appropriate payments between themselves within thirty (30) days following Closing when such final amounts are known.

4.5 Closing Costs.

(a) Seller shall pay: (i) the fees of any counsel representing Seller in connection with this transaction; (ii) one-half (½) of any escrow fee charged by Escrow Agent; (iii) the standard coverage portion of the Title Policy to be issued to Purchaser by the Title Company at Closing; and (iv) the cost of the real estate excise tax payable by reason of the transfer of the Real Property.

(b) Purchaser shall pay: (i) the fees of any counsel representing Purchaser in connection with this transaction; (ii) the extended coverage surcharge for the Title Policy to be issued to Purchaser by the Title Company at Closing as well as any additional endorsements issued

by the Title Company; (iii) one-half (½) of any escrow fee charged by Escrow Agent; and (iv) the recording fees charged by the King County Auditor to record the original Deed.

(c) All other costs and expenses incident to this transaction and the Closing shall be apportioned by the Parties in accordance with local custom. Notwithstanding anything to the contrary contained herein, Seller and Purchaser acknowledge that the escrow fee(s) charged by Escrow Agent at Closing will be at a discounted builder's rate.

ARTICLE V REPRESENTATIONS, WARRANTIES, COVENANTS AND INDEMNITIES

5.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties, and no others, to Purchaser as of the Effective Date and at Closing:

(a) **Organization, Authority and Ownership.** Seller is duly organized and validly existing under the laws of the State of Washington and is duly qualified to transact business in the State of Washington. Seller has the full right and authority to enter into this Agreement, to transfer all of the Real Property to Purchaser, and to consummate, or cause to be consummated, the transactions contemplated herein. The person or persons signing this Agreement on behalf of Seller are authorized to do so.

(b) **Pending Actions.** There are no actions, suits, arbitrations, unsatisfied orders or judgments, governmental investigations or proceedings pending or threatened against the Property or the transaction contemplated by this Agreement, except as disclosed in writing to Purchaser.

(c) **Leases.** There are no leases or occupancy agreements affecting the Real Property that will survive Closing.

(d) **Outstanding Agreements.** There are no outstanding agreements of sale, options or any other rights of third parties to acquire or use the Property or to any interest therein.

(e) **Contracts.** There are no contracts applicable to the Property that will survive Closing.

The representations and warranties contained in this Agreement shall be true as of the Closing and shall survive Closing. Any claim for a breach of the representations or warranties must be filed and served within one year of the Closing.

5.2 AS-IS SALE AND RELEASE OF CLAIMS. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED AS A BUILDING/LANDSCAPE SUPPLY STORE, MAINTENANCE GARAGE AND FOR VEHICLE STORAGE AND PRIOR TO THAT AS AN AGGREGATE PIT. PURCHASER ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. PURCHASER IS PURCHASING THE PROPERTY (INCLUDING ALL BUILDINGS AND IMPROVEMENTS THEREON) "AS IS WHERE IS" IN ITS PRESENT CONDITION. PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN SELLER'S

POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED, IN THIS AGREEMENT OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR PURCHASER'S INTENDED USE OR ANY USE; (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT CLOSING, SELLER SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS SUBSTANCES, AND PURCHASER HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH THE PURCHASER HAS OR MAY HAVE AGAINST THE SELLER, ITS SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY.

PURCHASER IS A SOPHISTICATED PURCHASER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND PURCHASER HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY SELLER AT OR BEFORE CLOSING).

FOLLOWING THE CLOSING, PURCHASER WAIVES AND RELEASES SELLER AND SELLER'S SUCCESSORS AND ASSIGNS AND FOREVER RELEASES AND DISCHARGES SELLER AND SELLER'S SUCCESSORS AND ASSIGNS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES OR RIGHTS OF CONTRIBUTION WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE PHYSICAL CONDITION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION,

THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCES IN, ON, AT, UNDER, OR EMANATING FROM OR TO THE PROPERTY, OR NONCOMPLIANCE WITH ANY LAW OR REGULATION APPLICABLE THERETO, UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL LAWS. PURCHASER ACKNOWLEDGES THAT THE PRESENCE OR ALLEGED PRESENCE OF HAZARDOUS SUBSTANCE MAY INCREASE PURCHASER'S COST OF DEVELOPMENT AND THAT THIS RELEASE APPLIES TO ANY SUCH INCREMENTAL DEVELOPMENT COSTS. THE DEED SHALL INCLUDE THIS RELEASE WHICH SHALL RUN WITH THE LAND AND BE BINDING ON ALL SUBSEQUENT OWNERS. THIS SECTION SHALL SURVIVE CLOSING.

^{Initial}
AB

Purchaser's Initials

^{Initial}
UP

Seller's Initials

5.3 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as of the Effective Date and at Closing:

That Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite actions necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by Closing will have been taken. The person signing this Agreement on behalf of Purchaser is authorized to do so on behalf of Purchaser as the Purchaser shall designate in accordance with its governing documents.

Purchaser has not: (a) made a general assignment for the benefit of creditors, (b) filed any voluntary petition or suffered the filing of an involuntary petition by Purchaser's creditors, (c) suffered the appointment of a receiver to take all, or substantially all, of Purchaser's assets, (d) suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, or (e) admitted in writing its inability to pay its debts as they fall due, and no such action is threatened or contemplated. If any of such actions have been taken or brought against Purchaser, then prior to the date hereof the same have been fully disclosed and Purchaser discharged therefrom so that there are no prohibitions or conditions upon Purchaser's acquisition of the Property.

The representations and warranties contained in this Agreement shall be true as of the Closing and shall survive Closing. Any claim for a breach of the representations or warranties must be filed and served within one year of the Closing.

5.4 Indemnification by Seller. Seller agrees to indemnify, defend and hold Purchaser, its successors and assigns, members, managers, shareholders, officers, directors and/or employees of each of them, harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, including, without limitation, attorneys' fees, arising from any misrepresentation or breach of any warranty or covenant by Seller in this Agreement.

5.5 Indemnification by Purchaser. Purchaser agrees to indemnify, defend and hold Seller, its affiliates, and their respective successors and assigns, members, managers, shareholders, officers, directors and/or employees of each of them, harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, including, without limitation, attorneys' fees, arising from any misrepresentation or breach of any warranty or covenant by Purchaser in this Agreement.

5.6 Limitations. Neither Seller nor Purchaser shall have any liability to the other for indemnity claims made under Sections 5.4 and 5.5, respectively, unless the aggregate amount of such losses, damages, costs and expenses (including reasonable attorneys' fees) exceeds Fifty Thousand and no/100 Dollars (\$50,000), in which event Purchaser or Seller, as applicable, shall be entitled to recover on a first dollar basis those losses, or for losses, damages, costs and expenses (including reasonable attorneys' fees) up to an aggregate amount of equal to one and one half percent (1.5%) of the Purchase Price.

ARTICLE VI RISK OF LOSS

6.1 Purchaser's Elections. In the event of loss or damage to the Real Property or any portion thereof, or any taking of all or any portion of the Property by eminent domain, condemnation or similar proceeding, Purchaser may elect either: (i) to terminate this Agreement in which case the Earnest Money, plus interest accrued thereon, shall immediately be returned to Purchaser by the Escrow Agent without demand, deduction or offset and without requiring the consent or approval of Seller, and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement; or (ii) to proceed to Closing in which case Seller shall, at Purchaser's option, either perform any necessary repairs, or assign to Purchaser all of Seller's right, title and interest to any claims and proceeds Seller may have with respect to any casualty insurance and rent-loss policies or condemnation awards relating thereto. In the event that Purchaser elects that Seller shall perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable amount of time in order to allow for the completion of such repairs. If Purchaser elects that Seller shall assign a casualty claim to Purchaser, the Purchase Price shall be reduced by an amount equal to the deductible amount under Seller's applicable insurance policies and, with respect to damage not covered by Seller's insurance, by an amount reasonably estimated by Purchaser to repair such uninsured damage.

ARTICLE VII DEFAULT

7.1 Liquidated Damages. IF THE CLOSING IS NOT CONSUMMATED DUE TO ANY DEFAULT BY PURCHASER HEREUNDER, AND PURCHASER FAILS TO CURE SUCH DEFAULT WITHIN FIVE (5) BUSINESS DAYS AFTER PURCHASER'S RECEIPT OF WRITTEN NOTICE FROM SELLER SPECIFYING SUCH BREACH, THEN SELLER, AS ITS SOLE REMEDY, SHALL RETAIN THE EARNEST MONEY AS LIQUIDATED DAMAGES, WHICH RETENTION SHALL OPERATE TO TERMINATE THIS AGREEMENT AND RELEASE PURCHASER FROM ANY AND ALL LIABILITY

liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against Seller arising out of any agreement entered into by Purchaser in connection with this Agreement or the Property, arising through Purchaser; and Seller hereby indemnifies and holds Purchaser harmless from any claim, liability, loss or expense for any brokerage commission, finder's fee, acquisition fee, or like payment asserted against Purchaser in connection with this Agreement or the Property, arising through Seller. The obligations of the parties under this Article VIII shall survive the Closing. All parties acknowledge receipt of the pamphlet titled Real Estate Brokerage in Washington.

ARTICLE IX MISCELLANEOUS

9.1 Public Disclosure. Prior to Closing, any release to any third party, except for the Escrow Agent, the Title Company, Permitting Jurisdiction and all relevant governmental agencies, or Seller's or Purchaser's attorneys, accountants, engineers, and confidential advisors, of information with respect to the sale contemplated herein or any matters set forth in this Agreement, will be made only in the form approved by Purchaser and Seller and their respective counsel.

9.2 Assignment. Purchaser shall not have the right to assign this Agreement without the prior written consent of Seller, which consent Seller shall not unreasonably withhold; provided, however, that Seller's consent shall not be required for the assignment by Purchaser to any entity that is owned or controlled by Purchaser; provided that (a) Purchaser gives written notice of such assignment to Seller and Escrow Agent before the Closing, and (b) Purchaser and the proposed assignee execute and deliver to Escrow Agent and Seller a fully executed assignment of the rights and obligations of original Purchaser under this Agreement.

9.3 Notices. Any notice, request, demand or other communication given or required to be given pursuant to this Agreement shall be in writing and given by (i) personal delivery, (ii) nationally recognized overnight delivery service with proof of delivery, or (iii) email, sent to the intended addressee at the address, email address set forth below, or to such other address or email address, or to the attention of such other person, as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of delivery or, in the case of email, as of the time of the email transmission (or, if such date is not a business day, then on the next business day). (If an email below is inaccurate or is not working, then the date that a notice is required to be delivered shall be extended by one day.) Notwithstanding the foregoing, any written communication (including email) sent to a party, which is actually received by such party, shall constitute notice for all purposes of this Agreement. Unless changed in accordance with the preceding sentence, the addresses for notice given pursuant to this Agreement shall be:

If to Seller: HM Pacific Northwest, Inc.
Attention: Cassandra Courtney, Land Manager
18911 North Creek Parkway, Suite 200
Bothell, WA 98011

Telephone: (425) 961-7325
Email: kassandra.courtney@heidelbergmaterials.com

With a copy to: Cairncross & Hempelmann, P.S.
Attn: Matt Hanna
524 Second Avenue, Suite 500
Seattle, WA 98104-2323
Phone: (206) 254-4452
Email: mhanna@cairncross.com

If to Purchaser: City of Redmond Finance Director
MS: 3NFN
15670 NE 85th Street
Redmond, WA 98073-9710
Telephone: 425-556-2900
Email: realproperty@redmond.gov

With a copy to: City of Redmond
Attn: City Attorney
MS: 1SCA
15670 NE 85th Street
PO Box 97010
Redmond, WA 98073-9710
Telephone: 425-556-2900
Email: rmueller@redmond.gov

9.4 Binding Effect. This Agreement, and any amendment or modification thereof, shall not be binding in any way upon Seller and Purchaser unless and until Seller and Purchaser execute and deliver this Agreement.

9.5 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

9.6 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the state in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., local time unless otherwise specifically stated.

9.7 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

9.8 Like-Kind Exchange. Seller or Purchaser may wish to structure this transaction in such a manner so as to effectuate a simultaneous, reverse or deferred like-kind exchange (an “**Exchange**”) pursuant to the applicable provisions of Section 1031 of the Internal Revenue Code, as amended. Accordingly, notwithstanding any provision of this Agreement to the contrary, Seller and Purchaser shall each have the right to assign its rights under this Agreement to a third party exchange facilitator, including a qualified intermediary or exchange accommodation titleholder, for the purpose of effectuating such an Exchange or change the tax entity classification to facilitate an Exchange. Seller and Purchaser shall cooperate in all reasonable respects with the assigning Party to effectuate such Exchange including, without limitation, by executing such documents as the exchanging party may reasonably require to effect such Exchange; provided, however, that: the non-assigning Party shall not be required to incur any additional cost or expense as a result of such Exchange; the non-assigning Party shall not be required to take title to any other property; and neither Seller nor Purchaser warrants to the other, and neither Seller nor Purchaser shall be responsible for, any of the tax consequences to the other resulting from the Exchange.

9.9 Entire Agreement. This Agreement, including the exhibits and documents to be delivered at Closing, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

9.10 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 9.10 shall survive the Closing.

9.11 Counterparts. This Agreement may be executed in counterparts and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Email copies of signatures shall be treated for all purposes as original signatures.

9.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.13 Applicable Law. This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with the substantive federal laws of the United States and the laws of the state of Washington. Seller and Purchaser hereby irrevocably submit to the jurisdiction and venue of the King County Superior Court in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined by the King County Superior Court. Purchaser and Seller agree that the provisions of this Section 9.13 shall survive

Closing. The Parties waive any right to jury that may otherwise apply to this Agreement, and any action to enforce or interpret it.

9.14 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or the documents to be executed and delivered at Closing.

9.15 Survival. The terms of this Agreement shall survive the Closing or any termination of this Agreement prior thereto, and shall not be merged into the execution and delivery of the Deed. The foregoing is in addition to, and not in exclusion of, any survival provisions elsewhere set forth in this Agreement.

9.16 Attorneys' Fees. In the event any dispute between Purchaser and Seller should result in litigation, arbitration or mediation, the substantially prevailing party shall be reimbursed for all reasonable costs incurred in connection with such action, including, without limitation, reasonable attorneys' fees.


9.17 Time is of the Essence. Time is of the essence in this Agreement and each of its provisions.

Remainder of page intentionally left blank; separate signature page attached.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

PURCHASER:

CITY OF REDMOND, a municipal corporation

Signed by:

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By: _____

Name: ANGELA BIRNEY

Title: MAYOR

Date: 5/6/2026

SELLER:

HM PACIFIC NORTHWEST, INC., a Washington corporation

Signed by:

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By: _____

Name: LUKE PISCHEDDA

Title: VICE PRESIDENT – MATERIALS, PNW

Date: 5/6/2026

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1723 WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323, BOTH AS CONVEYED BY THE CAMPBELL LUMBER COMPANY TO THE COUNTY OF KING BY DEED RECORDED UNDER [RECORDING NO. 2279626](#), SAID POINT OF INTERSECTION BEING 215 FEET, MORE OR LESS, SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1723, A DISTANCE OF 884.8 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 954 (BEING THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE REDMOND-SNOQUALMIE ROAD NO. 952); THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT-OF-WAY TO THE INTERSECTION OF THE EAST LINE OF 188TH AVENUE SOUTHEAST; THENCE NORTHERLY ALONG SAID EAST LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323; THENCE EASTERLY ALONG SAID SOUTHERLY LNE TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 345 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THE NORTHWERLY 440 FEET OF THE WESTERLY 144.4 FEET OF THE EASTERLY 489.4 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER [RECORDING NUMBER 20040419002310](#);

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER [RECORDING NUMBER 20150114001477](#);

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER [RECORDING NUMBER 20150114001481](#).

EXHIBIT B

PROPERTY DOCUMENTS

Survey	231071-ALTA ALTA 18816 NE North Union.pdf
Leases	None
Title Report	FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON, INC. COMMITMENT NO. 25000054-SC, REVISION 1
Geotechnical	NE Union Industrial - DRAFT Geotechnical Engineering Report.pdf
Cultural Significance	Cultural - DesktopReviewMemorandum.pdf
Critical Areas	2024-04-17_CriticalAreaRecon-Memo.pdf
Groundwater Data	L1718042.pdf L1720853.pdf L1723392.pdf L1723396.pdf L1717425.pdf
Soil Data	L1718056.pdf L1720856.pdf L1717456.pdf
Soil Vapor Data	Rpt_2403366_Tishman_Redmond_Final_v2.pdf Rpt_2403398_Tishman_Redmond_Final_v2.pdf
Phase 1	20240528 18816 NE Union Hill Road - Phase I ESA.pdf
Remediation Memos	Environmental Summary Redmond Shop-10Mar2025.pdf Recommended Environmental Actions Redmond Shop-13Mar2025.pdf Draft Independent Cleanup Report for Redmond Shop Facility.pdf
Site Layout	Figure 2A Site Layout with Historical UST Areas (002).pdf
Hazmat Survey	18154-Heidelberg Materials-Union Hill Demo Survey-RBMS.pdf

EXHIBIT C

FORM OF DEED

When Recorded Return to:
CITY OF REDMOND
Attn: Real Property
MS 3NFN
15670 NE 85th Street
Redmond, WA, 98073-9710

Reference Number(s) of Documents assigned or released: None.

Grantors: HM Pacific Northwest, Inc., a Washington corporation

Grantee: City of Redmond, a municipal corporation

Abbreviated Legal:

Tax Parcel No(s):

BARGAIN AND SALE DEED

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, HM PACIFIC NORTHWEST, INC., a Washington corporation (“**Grantor**”), hereby bargains, sells, and conveys to the City of Redmond, a municipal corporation (“**Grantee**”), that certain real property located in King County, State of Washington, more particularly described in Exhibit A-1, attached hereto.

SUBJECT TO Those matters set forth on Exhibit B-1, Exhibit C-1 AND the release contained in Exhibit D-1 attached hereto and incorporated herein by this reference.

The Grantors for itself and its successors in interest do, by these presents, expressly limit the covenants of this deed to those expressed herein and do hereby covenant that, against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, it will forever warrant and defend the said described real estate.

EXHIBIT A-1
Legal Description

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1723 WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323, BOTH AS CONVEYED BY THE CAMPBELL LUMBER COMPANY TO THE COUNTY OF KING BY DEED RECORDED UNDER [RECORDING NO. 2279626](#), SAID POINT OF INTERSECTION BEING 215 FEET, MORE OR LESS, SOUTH AND 30 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID COUNTY ROAD NO. 1723, A DISTANCE OF 884.8 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 954 (BEING THE NORTHERLY LINE OF THE RIGHT-OF-WAY OF THE REDMOND-SNOQUALMIE ROAD NO. 952); THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE OF SAID RIGHT-OF-WAY TO THE INTERSECTION OF THE EAST LINE OF 188TH AVENUE SOUTHEAST; THENCE NORTHERLY ALONG SAID EAST LINE TO THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT-OF-WAY OF COUNTY ROAD NO. 1323; THENCE EASTERLY ALONG SAID SOUTHERLY LNE TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM THE EASTERLY 345 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THE NORTHWERLY 440 FEET OF THE WESTERLY 144.4 FEET OF THE EASTERLY 489.4 FEET, MEASURED ALONG THE NORTH LINE;

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER [RECORDING NUMBER 20040419002310](#);

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER [RECORDING NUMBER 20150114001477](#);

ALSO EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY DEED RECORDED UNDER [RECORDING NUMBER 20150114001481](#).

EXHIBIT B-1
Permitted Encumbrances

EXHIBIT C-1
Use Restriction

The Grantee and its heirs, assigns and successors agree that neither the Property, nor any portion thereof, for a period of fifty (50) years, shall be used, developed or operated, for the purpose of producing, manufacturing, selling or distributing ready-mix concrete, aggregates, cement, SCMs, asphalt, concrete block, pipe, cementitious material or other products or services competitive with those sold or furnished by Grantor. For the purpose of this section, the storage and use of incidental quantities of similar materials used exclusively for City of Redmond operations shall not be deemed a violation of this use restriction.

EXHIBIT D-1
Environmental Release

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE KNOWS AND IS AWARE THAT THE PROPERTY WAS FORMERLY USED AS A BUILDING/LANDSCAPE SUPPLY STORE, MAINTENANCE GARAGE AND FOR VEHICLE STORAGE AND PRIOR TO THAT AS AN AGGREGATE PIT. GRANTEE ACKNOWLEDGES THAT HAZARDOUS SUBSTANCES MAY HAVE BEEN USED IN SUCH OPERATIONS. GRANTEE IS PURCHASING THE PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. GRANTEE HAS THE OPPORTUNITY TO INSPECT THE PROPERTY AND DOCUMENTATION IN GRANTOR'S POSSESSION AS PROVIDED HEREIN. EXCEPT FOR THE WARRANTY OF TITLE SET FORTH IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (a) THE CONDITION OF THE PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE PROPERTY FOR GRANTEE'S INTENDED USE OR ANY USE; (b) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (c) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (d) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (e) THE PAST, PRESENT OR FUTURE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN, ON AT OR EMANATING FROM THE PROPERTY OR IN ANY IMPROVEMENTS ON THE PROPERTY, OR THE PRESENCE OF ANY HAZARDOUS SUBSTANCES ON OR UNDER THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH IN THE DEED, OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT CLOSING, GRANTOR SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LAWS, OR FOR THE PRESENCE OR ALLEGED PRESENCE OF ANY HAZARDOUS SUBSTANCES, AND GRANTEE HEREBY RELEASES AND WAIVES ANY AND ALL CLAIMS AND RIGHTS OF CONTRIBUTION WHICH THE GRANTEE HAS OR MAY HAVE AGAINST THE GRANTOR, OR GRANTOR'S SUCCESSORS OR ASSIGNS WITH RESPECT TO THE CONDITION OF THE PROPERTY.

GRANTEE IS A SOPHISTICATED GRANTEE WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND GRANTEE HAS OR WILL HAVE ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED

BY GRANTOR (OTHER THAN AS EXPRESSLY PROVIDED IN THE DEED OR IN ANY OTHER DOCUMENT EXECUTED BY GRANTOR AT OR BEFORE CLOSING.

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