

Document Title: Purchase and Sale Agreement

Seller: State of Washington, State Board for Community and Technical Colleges, Lake Washington Institute of Technology

Purchaser: City of Redmond

Legal Description: Ptn. of the SE 1/4 of the NW 1/4 of the SE 1/4 Section 12, Township 25 North, Range 05 East, Willamette Principal Meridian, King County, Washington; see Exhibit A "Legal Description"

Assessor's Tax Parcel Number: 1225059043

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between the State of Washington, State Board for Community and Technical Colleges, Lake Washington Institute of Technology ("Seller"), and the City of Redmond, whose address is 15670 NE 85th Street, P.O. Box 97010, Redmond, Washington 98073-9710 ("Purchaser").

1. Property to be conveyed. Subject to the terms herein, Purchaser and Seller agree to the conveyance from the Seller to the Purchaser of the property legally described on Exhibit A, including all improvements thereon, and any and all personal property used in the operation of the land and improvements (hereinafter "the Property"). The Property is located at 6505 176th Avenue NE, City of Redmond, County of King, State of Washington.

2. Effective Date of Agreement. This Agreement shall be effective and binding upon either party only upon such date (the Effective Date) that it has been fully executed and notarized by all of the representatives of parties set forth on the signature pages attached and approved as to form by the Office of the Attorney General. This provision may not be waived by partial performance or otherwise, and no reliance shall be placed on this Agreement until it is so executed and approved.

3. Purchase Price. The purchase price shall be Eighteen Million Five Hundred Thousand Dollars and 00/100 (\$18,500,000.00).

3.1 Payment of Purchase Price. After the reconciliation of all debits and credits of this sale, Purchaser shall pay the balance of the Purchase Price—to include Purchaser's closing costs and all other allowable sale costs and fees—to the Closing Agent on the Closing Date via wire transfer of funds, or a certified check or cashier's check.

3.2 Escrow. The parties shall deposit this Agreement, and such other documents and monies as are required hereby into an escrow (the "Escrow") established with Prestige Escrow, Attn: Jen Post (the "Closing Agent"), whose address is 16932 Redmond - Woodinville Road NE, Suite A101, Woodinville, Washington 98072.

4. Title. Subject to the terms herein, the Seller agrees to execute and deliver on the date of closing a Statutory Warranty Deed to the subject Property free and clear of all encumbrances, except those waived by Purchaser. For the purposes of this section, an objection to an encumbrance is considered waived if not submitted in writing within fifteen (15) days of receiving the preliminary title report. At least thirty (30) days before closing, Purchaser shall provide the closing agent and Seller a written statement of any exceptions to title that it requests be cleared at or prior to closing. Upon receiving such statement, Seller shall have ten (10) business days to clear any exceptions not approved by Purchaser. At the conclusion of said period, if clearance of all objectionable exceptions has not been arranged, Purchaser may then either:

- a. Terminate this Agreement, by written notice to Seller, no later than five (5) days prior to Closing; thereafter neither party shall have any further rights or liabilities hereunder; or

<p>Please Initial</p> <p>____ / ____</p> <p>Seller/Purchaser</p>

- b. Reach an agreement with Seller, no later than five (5) days prior to Closing, to have the exceptions cleared or waive its objections to these exceptions; in such event, the parties shall close the transaction as contemplated by this Agreement, subject to such exceptions that have not been eliminated. Failure to provide a timely notice of termination under “3a.” above shall constitute a waiver of objections not resolved by written agreement.

5. Warranties. Purchaser specifically acknowledges and agrees that, except as provided below, (1) Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, and (2) the Property is conveyed to Purchaser in an “AS-IS” and “WITH ALL FAULTS” condition as of the date of closing, including, without limitations, the condition or stability of the soils or ground waters, the presence or absence of hazardous materials on or under the Property, suitability for any construction or development, zoning and similar matters. Seller represents and warrants to Purchaser, as of the Effective Date and as of the closing date, as follows: (a) the execution and delivery of this Agreement by Seller, and the consummation of the transaction contemplated hereby, has been duly authorized by all necessary action on the part of Seller, this Agreement is legally enforceable in accordance with its terms, and no consent by any third party is required to complete the transaction contemplated hereby; (b) Seller has received no notice from any governmental authority that the Property, or any part thereof, is in violation of any law or regulation applicable to the Property; and (c) there are no pending actions, suits, or legal proceedings or any other pending proceedings affecting the Property, at law or equity, before any court or governmental agency.

5.1 Waiver of Disclosures. To the extent legally permitted, Purchaser waives all disclosures required by RCW 64.06. However, Purchaser does not waive the receipt of any disclosures required by RCW 64.06 that may not be waived (e.g. environmental), which disclosures shall be provided by Seller.

6. Closing. Closing of this transaction shall occur in the offices of the Closing Agent, either in person or virtually in accordance with Washington law regarding execution and authentication on or before **October 31, 2025**. For purposes of this Agreement, “closing” shall have occurred when all appropriate documents are recorded and the proceeds required for the sale are disbursed to Seller.

6.1 Closing Costs.

Seller shall pay the following costs associated with this transaction:

- a) Seller's attorneys' fees;
- b) Real property taxes shall be prorated to the date of closing and transferred into the name of the Purchaser upon closing. The state of Washington is real estate tax exempt; and
- c) Real estate excise taxes or transfer taxes due on the conveyance, if any; and

Purchaser shall pay all allowable closing costs and expenses in connection with this transaction, including the following:

- d) Purchaser's attorneys' fees;
- e) Escrow fees;
- f) Fees for recording of the Statutory Warranty Deed;
- g) Real property taxes shall be prorated to the date of closing with Purchaser paying the portion accruing for the period after the date of closing, if applicable.
- h) All special assessments, L.I.D. assessments, and R.I.D. assessments affecting the Property shall be prorated to the date of closing and paid by Purchaser after the date of closing;
- i) Title insurance premium or abstract fee and sales tax thereon, if any;
- j) Pursuant to the lease agreement between Purchaser and Seller, all charges and fees for utilities services provided to the Property prior to closing shall be paid by Purchaser; all utilities services shall be

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Seller/Purchaser

transferred into the name of Purchaser upon closing; and
k) All real estate brokerage commissions or fees due on the transaction.

7. Governmental Approval. If the approval of any governmental agency is required for the sale of the Property, it is understood and agreed that this Agreement is subject to obtaining such approval. The closing date shall be extended for such period as may be required to obtain such approval.

8. Survey; Subdivision. In the event a city, county, or other governing authority having jurisdiction over the Property requires a survey or plat or has a subdivision ordinance, Purchaser shall, at Purchaser's expense, comply with such ordinance and take all steps necessary to obtain such survey, plat or subdivision. Seller agrees to cooperate with Purchaser in obtaining the necessary approvals. The closing date shall be extended for such period as may be required to obtain such approval.

9. Possession. Purchaser shall be entitled to possession of the Property upon the date of closing, subject only to such matters approved in writing by Purchaser.

10. Commission. Purchaser is responsible for all real estate brokerage commissions or fees of any kind or type that are due and payable in connection with this transaction.

11. Governing Law; Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Thurston County, Washington.

12. Time is of the Essence. Time is of the essence in the performance of any obligations pursuant to this Agreement. Failure of either party to insist upon the strict performance of the other party's obligation hereunder shall not constitute a waiver of strict performance thereafter of the other party's obligations hereunder.

13. Amendment, Waiver. No modification, termination, waiver, or amendment of this Agreement may be made except by written agreement signed by all parties or as otherwise specifically provided in this Agreement. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller and Purchaser and their respective legal heirs, legal representatives, successors and assigns. This provision shall survive closing.

14. Notices. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as may be noticed by either party compliant with this notice:

SELLER: State Board for Community and Technical Colleges
1300 Quince Street SE
Olympia, WA 98501

PURCHASER: City of Redmond
15670 NE 85th Street
P.O. Box 97010
Redmond, WA 98073-9710

Any notice given pursuant to this Agreement shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mail.

15. Entire Agreement. Except for the lease agreement referenced at paragraph 16 below, all understandings and agreements previously existing, if any, are merged into this

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Seller/Purchaser

Agreement, which alone fully and completely expresses the parties' agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may not be changed or terminated orally under any circumstances and further may not be changed in a writing if such writing is not signed by all parties, unless otherwise specifically provided herein.

16. Leases. At the time of execution of this Agreement, Purchaser is leasing the Property from Seller pursuant to a written lease agreement. All rent and other amounts to be paid by Purchaser under said lease agreement shall be prorated to the date of closing.

17. Non-Foreign Affidavit. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code, as amended, and the regulations promulgated thereunder. Seller shall, upon the request of Purchaser, complete an affidavit to that effect.

18. Default; Remedies. In the event of material breach or default of this Agreement or any of the conditions or provisions hereof by Seller, Purchaser shall have as its sole remedy the right to terminate this Agreement upon written notice without any additional liability to Seller. In the event of a material breach or default in or of this Agreement or any of the conditions or provisions hereof by Purchaser, Seller's sole remedy shall be termination of this Agreement upon written notice without any additional liability to Purchaser. In the event this transaction does not close for any reason, Seller and Purchaser agree that the lease agreement referenced in paragraph 16 will remain in full force and effect.

19. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the parties preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

20. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Remedies Cumulative. Except as otherwise expressly provided herein, the rights and remedies given herein to Purchaser and Seller shall be deemed cumulative, and the exercise of one or more of such remedies shall not operate to bar the exercise of any other rights reserved to Purchaser or Seller under the provisions of this Agreement.

22. Exhibits. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference: Exhibit A.

[signature and notary pages follow]

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

Seller:

Purchaser:

STATE OF WASHINGTON

CITY OF REDMOND

State Board for Community and Technical Colleges,
Lake Washington Institute of Technology

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Assistant Attorney General

Date: _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this ____ day of _____, 20__ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Affix notary seal in box)

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of _____)

On this ____ day of _____, 20__ before me personally appeared _____ and said person(s) acknowledged that _____ signed this instrument, and on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Affix notary seal in box)

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A OF REDMOND BOUNDARY LINE ADJUSTMENT NO. 060159, RECORDING NO. 20060706900006 IN THE SE QUARTER OF THE NW QUARTER OF THE SE QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 05 EAST, WILLAMETTE PRINCIPAL MERIDIAN, KING COUNTY, WASHINGTON; SAID BOUNDARY LINE ADJUSTMENT BEING:

LOT 1 CITY OF REDMOND, BOUNDARY LINE ADJUSTMENT, FILE NUMBER L030298 ACCORDING TO THE SURVEY THEREOF FOUND IN BOOK 175 OF SURVEYS, PAGES 179 AND 180, RECORDERS NUMBER 20040816900004 RECORDS OF KING COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF LOT 21 MARYMOOR BUSINESS CAMPUS ACCORDING TO THE PLAT THEREOF FOUND IN VOLUME 117 OF PLATS, PAGES 25 THROUGH 29, RECORDS OF KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS.

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 01° 07' 18" EAST ALONG THE WEST LINE THEREOF 250.00 FEET; THENCE SOUTH 88° 12' 52" EAST 167.50 FEET TO THE INSIDE CORNER OF SAID LOT 21; THENCE SOUTH 01° 07' 18" WEST 250.00 FEET TO A SOUTHEAST CORNER OF SAID LOT 21; THENCE NORTH 88° 12' 52" WEST 167.50 FEET TO THE POINT OF BEGINNING.