



SCHOOL BOARD ACTION REPORT

DATE: 10/06/2017
FROM: Dr. Larry Nyland, Superintendent
LEAD STAFF: Dr. Lester Herndon, Assoc. Supt Capital Facilities Enrollment
(206) 252-0644, ltherndon@seattleschools.org
Bruce Skowyra, Director of Facility Operations, Facilities Operations
(206) 252-0609, brskowyra@seattleschools.org

For Introduction: January 3, 2017
For Action: January 17, 2017

1. TITLE

Adopting Resolution No. 2017/18-12 to approve the purchase of a 18 Acre Parcel located at 13001 MLK Jr. Way S.

2. PURPOSE

This Board Action Report seeks approval to pursue purchase of real property in the amount of \$4,000,000 to provide a new location to house school bus parking, facilities equipment and fleet parking as well as a possible future location for a new district warehouse.

3. RECOMMENDED MOTION

I move that the Board adopt Resolution No. 2017/18-12, approving the purchase of certain real property pursuant to the purchase and sale agreement attached to this School Board Action Report, with any additions, deletions, and modifications deemed necessary by the Superintendent, and to take any necessary actions to conduct the District's due diligence and implement the agreement.

4. BACKGROUND INFORMATION

Background: The District has identified a critical need for additional real property to serve important District needs and reduce cost. In searching for suitable real property to meet these needs, the District became aware that the property located at 13001 Martin Luther King, Jr. Way South was for sale. The District recently negotiated and executed a purchase and sale agreement with the seller for that property. That agreement is conditioned on Board approval as is proposed by this BAR.

One of the proposed uses for the additional real property is to provide a place to park school buses. This will allow SPS the option to provide transportation vendors school bus parking, thereby increasing the number of businesses that will be able to bid to provide transportation services. Our rising contract costs associated with the recent transportation services were discussed at the February 15, 2017 Board of Directors meeting and it was determined that part of the reason for the increased cost was because the lack of land in Seattle to park the busses led to only one bid being submitted in response to the most recent Request for Proposals. This real property purchase would allow the District to park up to half of the 398 buses in the existing fleet. The

Transportation Department believes this is sufficient to increase competition for the bus transportation services.

Additionally, purchasing the real property will also save the District the current costs associated with property leased for warehouse needs. Currently, the District anticipates spending \$137,990 per year from the General fund for the lease of the Science Materials warehouse and \$99,024 per year from the Capital Fund for the Capital Department's warehouse. Eventually placing a warehouse on this site will provide storage for both of these functions and would eliminate this ongoing and increasing annual cost of \$237,014.

If the District acquired this additional real property, will also then have space available to be used for storage of portables to have a better response to our capacity increase.

Finally, , the site will also have the added benefit of freeing additional parking at the JSCEE by providing a site to relocate maintenance equipment parking.

Under the terms of the Purchase and Sale Agreement, the District has a 120 day feasibility period to conduct its analysis of the site. The District has begun this review and will closely analyze the property's environmental conditions, land use restrictions, construction feasibility, and other matters. If, during this review, the District identifies any reason to not go forward with the purchase, the District has the right to terminate the agreement.

- a. **Alternatives:** Do not acquire this property. This is not recommended due to the increased ongoing costs associated with the status quo described above.
- b. **Research:** SPS has continuously searched for land to use in the Seattle area and have used several different realtor resources. Staff reviewed the proposed site for any hindrances that may impact our use. The State of Washington Dept. of Ecology issued a review letter stating no remedial action is necessary. An Environmental Site Assessment found no consequential requirements or remediation necessary for the site. There was a review of geological studies conducted by King County on the constructability of the site. Review of the purchase and sale agreement and environmental studies have also been completed by outside legal counsel. An appraisal was completed by Kidder Mathews that gave the property an assessed value of \$4,050,000.

5. FISCAL IMPACT/REVENUE SOURCE

Fiscal impact to this action will be \$4,000,000 for the purchase from the Capital Fund from BEX IV Levy. It is estimated that the District will save the General and Capital Funds a total of \$237,014 per year in warehouse costs and \$450,000 per year in the General Fund in transportation costs. The cost of the real property is expected to be totally offset by these savings in under a 6-year period.

The revenue source for this motion is Capital Fund as provided from the BEX IV Levy.

Expenditure: One-time

Revenue: N/A

6. COMMUNITY ENGAGEMENT: N/A

7. EQUITY ANALYSIS: N/A

8. STUDENT BENEFIT

With a reduction in costs to the General and Capital Funds the District will be able to allocate the savings to other projects to improve our schools.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

10. POLICY IMPLICATION

This motion follows Board Policy No. 6905, Site Acquisition. The policy states, “It may be necessary on occasion for the district to acquire additional or replacement property for district purpose.”

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on October 05, 2017. The Committee reviewed the motion and moved it forward to the full board with a recommendation for approval.

12. TIMELINE FOR IMPLEMENTATION

The property has other interested parties so timeliness is important. Upon approval of this motion, the purchase and sale agreement will be signed by the Superintendent and by the Receiver Craig Mungus. This will secure the District’s ownership of this piece of land.

13. ATTACHMENTS

- Resolution 2017/18-12 (for approval)
- 13001 MLK Jr. Way S Purchase and Sale agreement, and addenda
- Arial Photos

**Seattle School District #1
Board Resolution**



Resolution No. 2017/18-12

A RESOLUTION of the Board of Directors of Seattle School District No. 1, King County, Seattle, Washington.

WHEREAS, the District has identified the need to acquire real property for several uses including bus parking, warehouse use, portable storage, and maintenance vehicle parking;

WHEREAS, acquisition of real property for these purposes will reduce costs and increase efficiencies;

WHEREAS, the District identified a property for sale that might meet the District’s needs and the District has negotiated a purchase and sale agreement (“Agreement”) for the property, a copy of which is attached to this resolution; and

WHEREAS, Board approval of the Agreement is required and the Agreement is contingent on Board adoption of an approving resolution; and

WHEREAS, the District had an appraisal conducted for this property, copy of which is attached to this resolution.

NOW THEREFORE, BE IT

RESOLVED, that the Seattle School Board of Directors does hereby approve of the purchase of property contemplated by the Agreement; and therefore be it further

RESOLVED, that the Board approves of the appraiser and the market value appraisal conducted for the contemplated purchase; and therefore be it further

RESOLVED, that duly certified copies of this resolution shall be presented to seller of the property in accordance with the Agreement.

ADOPTED this _____ day of _____, 2018

Director Leslie Harris, President

Director Rick Burke, Vice President

Director Jill Geary, Member-at-Large

Director Zachary DeWolf

Director Eden Mack

Director Betty Patu

Director Scott Pinkham

ATTEST: _____
Dr. Larry Nyland, Superintendent
Secretary, Board of Directors
Seattle School District No. 1
King County, WA



Purchase of 18-Acre Parcel located at 13001 MLK Jr. Way S Purchase and Sale agreement, with addenda

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Lewis Carlson
Real Estate Supervisor, Facilities
lacarson@seattleschools.org

Documents include the purchase and sale documents, Addendum 1, Addendum 2, Supplemental Instructions, and the A17-1059 MLK Site Appraisal



**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE 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

Reference Date: September 26, 2017

Seattle Public Schools

("Buyer") agrees to buy and

Craig Mungas Receiver for Joseph Anderson

("Seller") agrees to sell, on the following terms, the commercial real estate and all improvements thereon

(collectively, the "Property") commonly known as 13001 Martin Luther King Jr Way S

in the City of Seattle, King County, Washington, 98178

legally described on attached Exhibit A. The Reference Date above is intended to be used to reference this Agreement, and is not the date of "Mutual Acceptance." Mutual Acceptance is defined in Section 23 below.

1. **PURCHASE PRICE.** The total purchase price is Four Million
Dollars (\$4,000,000.00) payable as follows (check only one):

- All cash at closing with no financing contingency.
- All cash at closing contingent on new financing in accordance with the Financing Addendum (attach CBA Form PS_FIN).
- \$ _____ OR _____ % of the purchase price in cash at closing with the balance of the purchase price paid as follows (check one or both, as applicable): Buyer's assumption of the outstanding principal balance as of the Closing Date of a first lien note and deed of trust (or mortgage), or real estate contract, in accordance with the Financing Addendum (attach CBA Form PS_FIN); Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, in accordance with the Financing Addendum (attach CBA Form PS_FIN).
- Other: _____

2. **EARNEST MONEY.** The earnest money in the amount of \$10,000.00 shall be in the form of Cash Personal check Promissory note (attached CBA Form EMN) Other: _____

The earnest money shall be held by Selling Firm Closing Agent. Selling Broker may, however, transfer the earnest money to Closing Agent.

Buyer shall deliver the earnest money no later than:

- _____ days after Mutual Acceptance.
- On the last day of the Feasibility Period defined in Section 5 below.
- Other: _____

If the earnest money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: Selling Firm's pooled trust account (with interest paid to the State Treasurer) A separate interest bearing trust account in Selling Firm's name. 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.

Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price.

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

- Exhibit A - Legal Description
- Earnest Money Promissory Note, CBA Form EMN

INITIALS: BUYER LTA DATE 10/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

- Promissory Note, LPB Form No. 28A
- Short Form Deed of Trust, LPB Form No. 20
- Deed of Trust Rider, CBA Form DTR
- Utility Charges Addendum, CBA Form UA
- FIRPTA Certification, CBA Form 22E
- Assignment and Assumption, CBA Form PS-AS
- Addendum/Amendment, CBA Form PSA
- Back-Up Addendum, CBA Form BUA
- Vacant Land Addendum, CBA Form VLA
- Financing Addendum, CBA Form PS_FIN
- Tenant Estoppel Certificate, CBA Form PS_TEC
- Defeasance Addendum, CBA Form PS_D
- Other Addendum CM First Addendum to Commercial & Investment Real Estate Purchase & Sale Agreement

4. **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 end of the Feasibility Period 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.

EX
 Agreement on
 Second Addendum
 to Commercial
 & Investment
 Real Estate
 Purchase &
 Sale
 Agreement.

5. **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 written notice to Seller within 45 days (30 days if not filled in) (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied. If such notice is timely given, the feasibility contingency stated in this Section 5 shall be deemed to be satisfied.

a. **Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents within _____ days (2 days if not filled in) after Mutual Acceptance 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: 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, accounting records and audit reports for the last three years and year to date; 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 within the Feasibility Period: (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

INITIALS: BUYER LTA DATE 10/9/17 SELLER CM DATE 11/29/17
 BUYER _____ DATE _____ SELLER _____ DATE _____



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

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. Seller shall transfer the Vendor Contracts as provided in Section 17.

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 and improvements, 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 the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to 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. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the feasibility contingency only for the purpose of leasing or to satisfy conditions of financing.

c. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

6. TITLE INSURANCE.

a. **Title Report.** Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard extended (standard, if not completed) coverage owner's policy of title insurance. Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by Fidelity National Title (a title company of Seller's choice, if not completed). 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: (1) twenty (20) days after Mutual Acceptance of this Agreement; or (2) the expiration of the Feasibility Period. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to

INITIALS: BUYER LTA DATE 10/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

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 cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. **CLOSING OF SALE.** This sale shall be closed on _____ ("Closing") by Fidelity National Title ("Closing Agent") (Seller shall select the Closing Agent, if not completed). 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. "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 though they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer during the Feasibility Period 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-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.
8. **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 5(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. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of Closing. 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.
- a. **Unpaid Utility Charges.** Buyer and Seller WAIVE DO NOT WAIVE (do not waive if neither box checked) the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum) to this Agreement.

INITIALS: BUYER MT DATE 10/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

- 9. 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.
- 10. 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 Period, 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 in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- 11. POSSESSION.** Buyer shall be entitled to possession on closing _____ (on closing, if not completed). Buyer shall accept possession subject to all tenancies disclosed to Buyer during the Feasibility Period.
- 12. SELLER'S REPRESENTATIONS.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated in Section 5 above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the 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; (c) Seller has not received any written notices that the Property or the 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 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 8 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 in writing during the Feasibility Period; (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

INITIALS: BUYER CTA DATE 10/9/17 SELLER CM DATE 11/29/17
 BUYER _____ DATE _____ SELLER _____ DATE _____



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

remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. 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 same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement, or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money. Buyer shall give notice of termination 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.

13. AS-IS. Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) 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, 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, tenability, habitability and use; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) 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.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: None That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance (None, if not completed). The value assigned to the 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 Selling 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 5(a) 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.

INITIALS: BUYER LTAT DATE 10/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

15. CONDEMNATION AND CASUALTY. Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.

16. 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.

17. CONVEYANCE. Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty 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 No. PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) and all intangible property transferred pursuant to Section 14(b).

18. NOTICES AND COMPUTATION OF TIME. 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 28. A notice to Seller shall be deemed delivered only when received by Seller, 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 Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker have no responsibility to advise 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 Selling 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 28.

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.

INITIALS: BUYER LTH DATE 10/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

19. AGENCY DISCLOSURE. At the signing of this Agreement,

Selling Broker Nick Alevizatos
Represented Seattle Public Schools
and the Listing Broker Nick Alevizatos
represented Craig Mungas Receiver for Joseph Anderson

Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

20. ASSIGNMENT. Buyer may may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. If the "may not" option is selected and the words "and/or assigns" or similar words are used to identify the Buyer, then this Agreement may be assigned with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires 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 the Seller financing.

21. DEFAULT AND ATTORNEY'S FEE.

(a) Buyer's default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (check one):

Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure; or

Seller may, at its option, (a) terminate this Agreement and keep as liquidated damages the earnest money 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 (check one):

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 scheduled date of closing or from the date Seller has informed Buyer in writing that Seller will not proceed with closing, whichever is earlier; or

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.

INITIALS: BUYER LTA DATE 12/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

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 expenses. In the event of trial, the amount of the attorney's fee 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 where the Property is located.

22. MISCELLANEOUS PROVISIONS.

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.

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.** 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.

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 Section 20 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.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of _____ (if not filled in, the third business day) following the day Buyer delivers the offer to accept this offer, unless sooner withdrawn. 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 _____ business day (if not filled in, the second business 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 the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Broker or the licensed office of the Selling 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 and shall be effective when received by that party.

24. 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.

INITIALS: BUYER LJA DATE 10/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

25. **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.
26. **SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of 4.000 % of the sales price or \$4,000,000.00. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of 2.000 % of the sales price or \$4,000,000.00. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 25 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.
27. **LISTING BROKER AND SELLING BROKER DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING 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 LTH DATE 10/9/17 SELLER OM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

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

Buyer

Contact: Seattle Public Schools
Lewis Carlson

Address: _____

Business Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

Selling Firm

Name: Century 21 Northwest

Assumed Name (if applicable): _____

Selling Broker: Nick Alevizatos

Address: _____

Business Phone: _____

Mobile Phone: (206)954-6459

Email: nick.alevizatos@c21nwr.com

Fax: _____

CBA Office No.: _____

Licensed Office of Selling Broker

Address: _____

Business Phone: (425)250-3301

Fax: (425)629-9998

Email: _____

CBA Office No.: 1003327

Courtesy Copy of Notices to Buyer to:

Name: _____

Address: _____

Business Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

INITIALS: BUYER LTC DATE 10/9/17

BUYER _____ DATE _____

Seller

Contact: Craig Mungas Receiver for Joseph Anderson

Address: _____

Business Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

Listing Firm

Name: Century 21 Northwest

Assumed Name (if applicable): _____

Listing Broker: Nick Alevizatos

Address: _____

Business Phone: _____

Mobile Phone: (206)954-6459

Email: nick.alevizatos@c21nwr.com

Fax: _____

CBA Office No.: _____

Licensed Office of Listing Broker

Address: _____

Business Phone: (425)250-3301

Fax: (425)629-9998

Email: _____

CBA Office No.: 1003327

Courtesy Copy of Notices to Seller to:

Name: _____

Address: _____

Business Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

SELLER CM DATE 11/29/17

SELLER _____ DATE _____



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

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

Buyer Seattle Public Schools
Printed name and type of entity

~~Buyer Lewis Carlson
Printed name and type of entity~~

Buyer [Signature] *associate Superintendent*
Signature and title

~~Buyer _____
Signature and title~~

Date signed 10/9/17

~~Date signed _____~~

Seller Craig Mungas Receiver for Joseph Anderson
Printed name and type of entity

Seller _____
Printed name and type of entity

Seller [Signature]
Signature and title

Seller [Signature]
Signature and title

Date signed 11/29/17

Date signed _____

INITIALS: BUYER LTA DATE 10/9/17 SELLER [Signature] DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____



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

EXHIBIT A*
[Legal Description]

Attached

Lined area for legal description, currently blank.

* 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 void and unenforceable.

INITIALS: BUYER ETA DATE 10/9/17 SELLER CM DATE 11/29/17
BUYER _____ DATE _____ SELLER _____ DATE _____

EXHIBIT A

For APN/Parcel ID(s): 2172000515, 2172000518, 2172000563, 2172000560, 2172000551,
2172000545, 2172000540, 1423049048, 0001400007, 0001400017,
0001400041 and 0001400008

PARCEL A:

THAT PORTION OF TRACTS 98, 99 AND 100, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON;
EXCEPT A PORTION NORTHEASTERLY OF A LINE RUNNING FROM THE NORTHWEST CORNER OF TRACT 98 TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 100, A DISTANCE 150 FEET, SOUTHWESTERLY FROM THE SOUTHEAST CORNER THEREOF;
AND EXCEPT THAT PORTION OF TRACT 98, 99 AND 100, WHICH LIES SOUTHWESTERLY OF A LINE WHICH IS 75 FEET NORTHEASTERLY AND PARALLEL TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF THE BEACON COAL MINE ROAD AS MEASURED AT ANGLES TO SAID MARGIN;

TOGETHER WITH A PARCEL OF LAND SITUATE IN THE NORTH HALF OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. BEING PORTIONS OF TRACTS 93 THROUGH 102, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF TRACT 81 OF SAID ADDITION, WHICH CORNER IS ON THE NORTH LINE OF SAID SECTION 14 APPROXIMATELY 990 FEET WESTERLY FROM THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID TRACT 81, 39.85 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD, SAID POINT BEING 30.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID ROAD;
THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 144.43 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY;
THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 988.67 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;
THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 236.89 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 92 OF SAID ADDITION, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE, 75.0 FEET, TO A POINT THAT IS 105.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF BEACON COAL MINE ROAD;
THENCE SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 603.74 FEET, MORE OR LESS, TO AN ANGLE POINT;
THENCE CONTINUING SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 365.58 FEET,

EXHIBIT A

(continued)

MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE C.E. BROWNELL DONATION LAND CLAIM;
THENCE WESTERLY, ALONG SAID NORTH LINE OF SAID DONATION LAND CLAIM, 140.49 FEET, MORE OR LESS, TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD;
THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 254.16 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;
THENCE CONTINUING NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 615.38 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF TRACTS 98, 99, 100, 101 AND 102, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 2 "EMPIRE WAY SOUTH" AND THE EASTERLY LINE OF SAID TRACT 99;
THENCE SOUTHERLY ALONG THE EASTERLY LINES OF TRACTS 99, 100, 101 AND 102 TO THE SOUTHEAST CORNER OF SAID TRACT 102;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT 102 TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 75 FEET NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY MARGIN OF BEACON COAL MINE ROAD MEASURED AT RIGHT ANGLES TO SAID MARGIN;
THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID TRACT 101;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT 150 FEET FROM THE MOST NORTHERLY CORNER OF SAID TRACT 101;
THENCE IN A STRAIGHT LINE TO A CORNER OF SAID TRACT 98, BEING THE INTERSECTION OF THE NORTHWESTERLY LINE AND THE NORTH LINE OF SAID TRACT 98;
THENCE EASTERLY ALONG SAID NORTH LINE TO AN INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF SAID STATE HIGHWAY;
THENCE SOUTHEASTERLY ALONG SAID MARGIN TO THE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF TRACTS 108 AND 114, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL D:

NORTH 65 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL E:

THE SOUTH 35 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING

EXHIBIT A

(continued)

COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL F:

THAT PORTION OF LOT 106, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF STATE ROAD NO 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2455528; ALSO THE WEST 200 FEET OF LOT 105; THE WEST 200 FEET OF LOT 104; AND THE WEST 250 FEET OF LOT 103, ALL IN SAID PLAT OF SECOND ADDITION TO EAST RIVERTON GARDEN TRACTS.

PARCEL G:

THAT PORTION OF TRACTS 103, 104 and 105, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 103;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 103 TO THE SOUTHWESTERLY LINE OF STATE ROAD NO. 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2455528;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTH LINE OF SAID LOT 105;
THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 200 FEET OF SAID LOT 105;
THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 200.00 FEET TO SAID LOT 105 AND LOT 104 TO THE NORTH LINE OF SAID LOT 103;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 250.00 FEET TO SAID LOT 103;
THENCE SOUTHERLY ALONG SAID LAST MENTIONED EAST LINE TO THE SOUTH LINE OF SAID LOT 103;
THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION LYING SOUTHWESTERLY OF STATE HIGHWAY NO. 2 OF THE FOLLOWING DESCRIBED TRACT:

THE WEST HALF OF GOVERNMENT LOT 17, SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 165.27 FEET LYING NORTHEASTERLY OF STATE HIGHWAY NO. 2; AND
EXCEPT STATE HIGHWAY NO. 2; AND
EXCEPT COUNTY ROAD.

PARCEL I:

THAT PORTION OF THE DONATION LAND CLAIM OF C.L. BROWNELL, DESIGNATED AS CLAIM NO. 41 AND BEING PARTS OF SECTION 13 AND 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

EXHIBIT A

(continued)

BEGINNING AT THE IRON PIPE ON THE NORTH LINE OF SAID DONATION CLAIM AT A POINT 3735.56 FEET WEST OF THE NORTHEAST CORNER THEREOF (THE SAID NORTH LINE BEING ASSUMED TO BE EXACTLY EAST AND WEST);
THENCE SOUTH 0°01'50" WEST 100 FEET TO A SECOND IRON PIPE;
THENCE SOUTH 0°01'50" WEST 80 FEET TO THE NORTH LINE OF A TRACT DESCRIBED IN COUNTY TREASURER'S DEED NO. 34588 RECORDED JANUARY 13, 1953 UNDER AUDITOR'S FILE NO. 4306427;
THENCE 81°32'30" WEST TO THE NORTHEAST MARGIN OF PRESENT BEACON COAL MINE COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID NORTHEAST MARGIN TO SAID NORTH LINE OF DONATION CLAIM;
THENCE EAST ALONG SAID NORTH LINE 605 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL J:

A TRACT OF LAND SITUATED IN THE C.E. BROWNELL DONATION CLAIM NO. 41, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH SEATTLE GARDENS, ACCORDING TO THE PLAT RECORDED IN VOLUME 19 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 413.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET;
THENCE NORTH 8°59'30" WEST 62 FEET TO THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 5057187;
THENCE SOUTH 67°36'00" EAST 112.33 FEET TO AN INTERSECTION WITH THE BOUNDARY OF PRIMARY STATE HIGHWAY NO. 2;
THENCE NORTH 22°24'00" EAST, 10 FEET TO AN INTERNAL ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF SAID STATE HIGHWAY;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY BOUNDARY TO THE NORTH LINE OF SAID C.E. BROWNELL DONATION CLAIM;
THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT WHICH IS 3,735.56 FEET WEST OF THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 0°01'50" WEST 180 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 81°32'30" WEST OF THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST TO THE TRUE POINT OF BEGINNING.

PARCEL K:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH SEATTLE GARDENS;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 413.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET TO THE NORTHEAST CORNER;
THENCE SOUTH 08°27'30" EAST 300 FEET TO THE SOUTHEAST CORNER;

EXHIBIT A

(continued)

THENCE SOUTH 81°32'30" WEST 450 FEET;
THENCE NORTH 32°28'40" WEST 147.85 FEET;
THENCE NORTH 79°19'50" WEST 177.79 FEET;
THENCE NORTH 52°45'50" WEST 149.26 FEET TO THE NORTHWEST CORNER;
THENCE NORTH 81°32'30" EAST 445.4 FEET TO THE BEGINNING.
BEING IN CHARLES E. BROWNELL DONATION CLAIM NUMBER 41.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

For APN/Parcel ID(s): 217200-0605-07

Parcel L:

That portion of Lot 115, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, according to the plat thereof recorded in Volume 12 of Plats, Page 78, records of King County, Washington, described as follows:

Beginning at the Southeast corner of said Lot 115;
Thence North 0°23' East, along the East line thereof, 77.70 feet to the Southwest margin of Martin Luther King Jr. Way;
Thence North 41°06'30" West, along said margin, 7.00 feet;
Thence South 51°16'15" West, 32.00 feet;
Thence South 11°40'36" West 64.00 feet to the South line of said Lot 115;
Thence South 89°37' East, along said south line 42.00 feet to the Point of Beginning, as contained in the King County Boundary Line Adjustment number L93L0034, recorded under Recording No. 9305059001, records of King County, Washington.

Situate in the County of King, State of Washington.

EARNEST MONEY PROMISSORY NOTE

\$10,000.00

Place: Seattle

Date: September 26, 2017

FOR VALUE RECEIVED, Seattle Public Schools

_____ ("Buyer") agrees to pay to
the order of Fidelity National Title ("Holder") the sum of
Ten Thousand Dollars (\$10,000.00)

as follows:

- _____ days (3 days if not filled in) following mutual acceptance of the Purchase and Sale Agreement.
- Upon satisfaction or waiver of the feasibility contingency stated in the Purchase and Sale Agreement.
- Other _____

This Note is evidence of the obligation to pay earnest money under the purchase and sale agreement (the "Agreement") between the Buyer and Craig Mungas Receiver for Joseph Anderson

("Seller") dated July 25, 2017 for the property located at:
13001 Martin Luther King Jr Way S, Seattle, WA 98178. 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 promises to 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: 

Seattle Public Schools Associate Superintendent
Printed Name and Title: Lewis A. Carlson Real Estate Supervisor

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

**FIRST ADDENDUM
TO
COMMERCIAL & INVESTMENT
REAL ESTATE PURCHASE & SALE AGREEMENT**

This Addendum (this "Addendum") is part of the Commercial & Investment Real Estate Purchase and Sale Agreement ("Agreement") with a Reference Date of July 25, 2017, between Craig Mungas, Receiver for Joseph Anderson, as Seller, and Seattle School District No. 1, a Washington municipal corporation, as Buyer.

Seller and Buyer hereby modify the Agreement as set forth below. The section numbers indicated below correspond with the sections of the Agreement being modified hereby. Except as modified below, the terms and conditions of the Agreement remain in full force and effect.

Section 2 (Earnest Money)

The third sentence of Section 2 is modified to indicate that Buyer shall deliver the earnest money no later than on the last day of the Feasibility Period defined in Section 5.

The following is added to Section 2:

Following the expiration of the initial 60 days of the Feasibility Period (defined below), upon the request of Seller and provided that this Agreement remains in effect at the time of such request, Buyer agrees to convert the Earnest Money Promissory Note to cash and authorize use of the earnest money by Seller to defray a portion of the cost to Seller of removing material from the Property pursuant to Section 11. Should this Agreement subsequently be terminated due to Buyer's failure to give notice of its satisfaction or waiver of its feasibility contingency, or otherwise under circumstance entitling Buyer to a return of its earnest money, Seller will return to Buyer an amount equal to the released earnest money.

Section 3 (Exhibits and Addenda)

Section 3 is modified to indicate that, in addition to Exhibit A, an Earnest Money Promissory Note (CBA Form EMN) and this Addendum are made part of the Agreement.

Sections 4 (Seller's Underlying Financing) and 7 (Closing of Sale)

The second and third sentences of Section 4 and the penultimate sentence of Section 7 are deleted. Seller warrants and represents to Buyer that the Property is not subject to any lien the elimination of which requires a defeasance.

Section 5 (Feasibility Contingency):

Buyer LTK

Seller CW

The second sentence of the introductory language of Section 5 is deleted and replaced with the following:

This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within 120 days (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied; provided that, by written notice to Seller, Buyer may extend the Feasibility Period for an additional 60 days in the event the findings of a Phase 1 environmental study conducted by Buyer during the Feasibility Period includes a recommendation, either in the Phase 1 report or in related correspondence from Buyer's consultant, that a Phase 2 study be conducted to further investigate matters identified during the Phase 1 study; and further provided that, by written notice to Seller and deposit into escrow with the Closing Agent for the account of Seller on or before expiration of the Feasibility Period \$2,500 (the "Extension Payment"), Buyer may extend the Feasibility Period for an additional 60 days. The Closing Agent shall release the Extension Payment to Seller immediately upon Buyer's deposit of the Extension Payment into escrow. By its execution of this Addendum, Buyer authorizes the Closing Agent to release the Extension Payment to Seller in accordance with this section without any further instruction or authorization from Buyer. The Extension Payment shall be credited to the Purchase Price. Buyer shall pay the Extension Payment as consideration for Seller's extension of the Feasibility Period, and the Extension Payment shall be deemed fully earned and belong to Seller and shall not be refunded to Buyer except in the event this transaction fails to close as the result of a default by Seller and except as otherwise specifically provided herein. No part of the Extension Payment shall constitute earnest money under this Agreement.

The following is added to the introductory language of Section 5:

Notwithstanding anything to the contrary in this Agreement, \$100.00 of the earnest money deposit shall be paid to Seller if Buyer exercises its right under Section 5 to terminate, as independent consideration for such right of termination.

Section 5a (Books, Records, Leases, Agreements)

Without limiting the generality of the list of items to be made available under Section 5a, Seller shall include among the items in the possession or subject to the control of Seller that Seller makes available for inspection by Buyer and Buyer's agents within five days after Mutual Acceptance the items set forth in the list appended to this Addendum as Attachment A.

Buyer shall have the right, at Buyer's expense, to copies of any and all items made available by Seller to Buyer. If this Agreement terminates without a Closing, Buyer shall return all such copies to Seller.

Buyer LTA

Seller CM

Section 5b (Access)

The third sentence of Section 5b is deleted and replaced with the following:

Buyer shall have the right to conduct a Phase 2 study, including sampling of soil, groundwater or other media or conveyance systems, as determined in the sole discretion of Buyer. Seller shall fully cooperate with Buyer's conduct of Phase 1 and Phase 2 studies, including providing a person with knowledge of the Property for an interview during the Phase 1 study and in making all reasonable accommodations to facilitate drilling activities (such as moving obstructions) should Buyer conduct a Phase 2 study.

The last sentence of Section 5b is modified to provide that Buyer may continue to enter the Property after waiver or satisfaction of the feasibility contingency subject to the foregoing restrictions.

Section 6b (Permitted Exceptions)

The initial three sentences of Section 6b are deleted and replaced with the following:

Notwithstanding Section 6b, the following process shall be utilized with respect to matters in any title report or supplemental title report: Buyer shall have until the end of the 20th day following the Buyer's receipt of the title report and copies of all recorded documents referenced in it (the "Buyer Objection Deadline") to notify Seller in writing of any objection (the "Buyer Objection Notice") that Buyer may have to any such matters. If Buyer delivers the Buyer Objection Notice, then Seller may deliver, in Seller's sole and absolute discretion, a response (the "Seller Response") no later than 5 days after the date of the Buyer Objection Notice (the "Response Deadline"), indicating what, if any, action Seller commits to take to eliminate, cure or otherwise address the matters set forth in the Buyer Objection Notice. If Seller fails to deliver the Seller Response on or before the Response Deadline, Seller shall be deemed to have elected not to address or cure any of the matters set forth in the Buyer Objection Notice. Unless Seller gives Buyer a timely Seller Response in which Seller unconditionally commits to eliminate or cure all matters objected to by Buyer in the Buyer Objection Notice, Buyer shall have the right to terminate this Agreement by notice in writing given to Seller prior to the end of the 5th day following the due date of the Seller Response. If Buyer gives a written termination notice to Seller within such five-day period, then this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provisions hereof which expressly survive the termination of this Agreement), and all earnest money and the Extension Payment, if any, shall be refunded to Buyer less any costs advanced or committed for Buyer. If Buyer fails to timely exercise its right of termination under this section, then Seller's commitment to undertake such actions as are set forth in the Seller Response shall be an additional Seller covenant and also a condition precedent to Buyer's

Buyer LTA
Seller CM

obligations to close. If the title report is re-issued or updated after the Buyer Objection Deadline, Buyer shall have the right to object (each, a "New Buyer Objection") to any additional matter disclosed or contained in any such re-issuance or update of the title report (each, a "New Title Document Matter").

If Seller is unwilling or unable to eliminate any such New Title Document Matter or to cure or otherwise address such New Title Document Matter to the satisfaction of Buyer (in Buyer's sole and absolute discretion) prior to the Closing Date, Buyer shall have the right either to (i) waive such New Title Document Matter and proceed to Closing, or (ii) terminate this Agreement and receive a return of all earnest money and the Extension Payment, if any, less any costs advanced or committed for Buyer (in addition to any other remedies as Buyer may have under this Agreement if the New Title Document Matter was caused by a breach of a covenant or representation of Seller under this Agreement).

The owner's affidavit referenced in the second-to-last sentence, to be provided upon request of the Title Company, shall be the form attached hereto as Attachment B. If the Title Company is unwilling to insure on the basis of such form of owner's affidavit (either on the basis of standard coverage if Buyer elects not to purchase extended coverage, or on the basis of extended coverage if Buyer elects to purchase extended coverage) and Seller fails to provide to the Title Company a form of owner's affidavit acceptable to the Title Company, then Buyer shall have the right to terminate this Agreement, in which case the earnest money and the Extension Payment, if any, shall be refunded to Buyer.

Section 7 (Closing of Sale)

The initial sentence of Section 7 is deleted and replaced with the following:

This sale shall be closed ("Closing") by Fidelity National title ("Closing Agent") within 30 days of Buyer giving timely written notice to Seller that the feasibility contingency set forth in Section 5 is satisfied.

The penultimate sentence of Section 7 is modified to permit Buyer and Seller to provide their own escrow instructions to the Closing Agent in lieu of the Closing Agent's preprinted standard instructions.

Section 11 (Possession)

The following sentence is added to Section 11:

Prior to closing, Seller shall remove from upper portion of the Property all equipment and other personal property that does not constitute fixtures as well as all scrap material, construction and other debris, and the retention block wall that is street side along Martin Luther King Jr. Way, with the upper portion of the Property graded to a flat and smooth condition. Seller shall use its best efforts

Buyer LTA

Seller CM

and take all reasonable steps to remove the earthen berm fronting alongside of Martin Luther King, Jr., Way. The gas station, mobile home/office and scale shack shall remain but shall be emptied of all contents. Any scrap material, construction and other debris remaining on the lower portion of the property at closing shall be subject to the terms of the Supplemental Instructions to Escrow and Holdback Agreement referenced in the Second Addendum to this Agreement.

Section 15 (Condemnation and Casualty)

The second sentence of Section 15 is deleted and replaced with the following:

Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if, before Closing, condemnation proceedings are commenced, or either of the parties becomes aware that a governmental entity with powers of condemnation plans to commence condemnation proceedings, against all or a portion of the Property.

Section 18 (Notices and Computation of Time)

Notices to Seller will be effective only if such notices are delivered to Seller at the address, fax number or email indicated in Section 28 and to G. Richard Hill, McCullough, Hill Leary, P.S., 701 Fifth Avenue, Suite 6600, Seattle, WA 98104, facsimile 206-812-3389., or rich@mhseattle.com.

Section 22a (Complete Agreement)



Section 22a is deleted in its entirety and replaced with the following:

Complete Agreement; Modification. This Agreement and any addenda and exhibits hereto state the entire understanding of Buyer and Seller regarding the sale of the Property, supersede all prior discussions and agreements, and may not be modified, amended, assigned or otherwise changed in any manner except by written instrument executed by both parties thereto.

Section 23 (Acceptance; Counteroffers)

Section 23 is deleted in its entirety and replaced with the following:

Mutual Acceptance; Board Approval. "Mutual Acceptance" shall occur when both parties have executed the Agreement and this Addendum. The Agreement (and this Addendum) shall be null and void and Buyer shall receive a refund of the earnest money unless Buyer shall, on or before the date that is ninety (90) days following Mutual Acceptance, notify Seller in writing that the Board of

Buyer 
Seller 

Directors of Buyer has adopted a resolution approving the transaction contemplated by the Agreement and this Addendum.

Section 26 (Seller's Acceptance and Brokerage Agreement)

The figure "\$160,000.00" is substituted for the figure "\$4,000,000.00" in each of the two instances where it appears in Section 26.

New Section. The following new section is hereby added to the Agreement:

Survival All provisions of this Agreement that provide for any performance following the Closing, or that reasonably should be construed to apply following Closing, shall survive the Closing.

Buyer LTA

Seller CLM

Attachments to Addendum:

- A Additional Documents
- B Owner's Affidavit

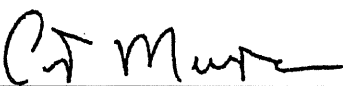
EXECUTED by the parties as of the dates set forth below.

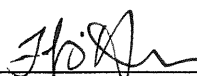
Seller:

Buyer:

Receiver for Joseph Andersson

Seattle School District No. 1

By: 
Craig Mungas

By: 
Its: Flip Herndon

Dated signed: 11/29/17

Dated signed: 12/14/17

Buyer ETA

Seller _____

Attachment A

DUE DILIGENCE MATERIALS

1. Tenant Information:
 - (a) Leases/Amendments/subleases/lease proposals
 - (b) List of security deposits/prepayments
 - (c) Rent delinquencies
 - (d) Leasing status report

2. Operating Information:
 - (a) Contracts regarding property (service contracts, parking contracts, construction and architect contracts, management contracts, etc.)
 - (b) Real estate tax bills and assessments and documents pertaining to any prior or pending appeal of taxes or assessments

3. Property and Building Information:
 - (a) Plans and Specifications
 - (b) Prior title work (title policies and commitments and all instruments affecting title)
 - (c) Prior surveys, subdivisions, site plans, etc.
 - (d) Existing engineering reports
 - (e) Existing environmental reports (including Phase 1 and Phase 2 studies and asbestos/hazardous building survey reports)
 - (f) Other existing property reports (geotechnical, soils, and/or seismic), including reports characterizing fill on the property its nature and elevation/thickness)
 - (g) Existing property inspection reports (including but not limited to seismic, structural, ADA)
 - (h) Copies of warranties
 - (i) Insurance policies and claims
 - (j) Governmental permits, licenses or other authorizations, all documents with respect to any pending applications for any governmental permits, licenses, or

Buyer LTH

Seller [Signature]

other authorizations, all documents reflecting any denial of any past application for any governmental permit, license, or other authorizations, and all documents relating to any alleged violation of conditions or requirements of any governmental permit, license, or other

- (k) Certificates of Occupancy
- (l) All agreements, notices and correspondence from/with governmental or quasi-governmental entities or agencies, including without limitation the USEPA, the Washington State Department of Ecology, the Washington State Department of Natural Resources, the City of Seattle, and King County.
- (m) Litigation (copies of relevant documents, status summary), including proceedings for appointment of receiver for the Property

Buyer LTA

Seller CM

Attachment B

OWNER'S AFFIDAVIT

The undersigned hereby certifies/certify to **Fidelity National Title Insurance Company, Inc.** ("Title Company"), as follows:

1. (herein referred to as "Owner") owns fee simple title to that certain real property (the "Property - Exhibit A"), located in King County, Washington, and identified as the land to be insured under commitment no. (the "Commitment"), issued by the Title Company.
2. Owner is duly organized and validly existing under the laws of the State of Washington, and is in good standing to do business in the state where the Property is located. Owner has taken all necessary action, and has full power and authority to execute and deliver this Certificate and all of the instruments that are to be recorded and insured in connection with the transaction contemplated under the Commitment.
3. Except as disclosed by the Commitment, there are no leases, tenancies, or any claims or interests based on possession of the Property, except those listed below or set forth on the attached rent roll:
 - A)
 - B)
 - C)
4. Except as disclosed by the Commitment, there are no rights of first refusal or options to purchase the Property, or any part thereof or interest therein, except:

If none, check here
5. Except as disclosed by the Commitment, there are no deeds, mortgages (or other security interests), easements, contracts, covenants, or servitudes affecting the Property or any part thereof or interest therein, except:

If none, check here
6. No labor or materials have been furnished to the Property for improvements authorized or contracted for by or on behalf of Owner within the last 120 days, nor have any contracts been entered into for such improvements, except:

If none, check here
7. Except as disclosed by the Commitment: (i) there are no taxes or assessments which are not now payable but which could become a lien on the Property; (ii) there are no proceedings currently pending by a public agency which may result in the imposition of such taxes or assessments; and (iii) the Owner has not received notice of the commencement of any such proceedings.

Buyer LJA
Seller CM

8. Except as disclosed by the Commitment, each property is owned and operated in compliance with all applicable zoning codes and ordinances.
9. The corners and boundary lines of the Property are established, and there are no disputes or third party claims with respect to the location of such corners and boundary lines.
10. There are no defects, liens, encumbrances, adverse rights, claims, interests, or other matters created, suffered or permitted by Owner which affect the Property, and which could become a lien or attach to the Property after the effective date of the Commitment, but prior to the date the proposed insured will acquire, for value, the estate or interest to be insured under the Commitment.
11. All service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities which are due or which accrue before the day of closing will be paid by Seller directly either at the closing or upon subsequent notification by the Purchaser.
12. To the best of the Owner's knowledge, the following utilities or services are available to the Property:

- | | | |
|---|--|---|
| <input type="checkbox"/> Water service | <input type="checkbox"/> Natural gas service | <input type="checkbox"/> Telephone service |
| <input type="checkbox"/> Electrical power service | <input type="checkbox"/> Sanitary sewer | <input type="checkbox"/> Storm water drainage |

The undersigned executes and delivers this Certification on behalf of Owner for the purpose of inducing the Title Company to issue a title insurance policy on the day of closing in conformance with the Commitment. Owner agrees to indemnify, defend and hold the Title Company harmless from and against any loss or liability it may suffer or incur under any title insurance policies issued in reliance upon this Certificate and which loss or liability results from the inaccuracy of any of the representations made herein.

DATED: _____, 2016

By: _____
(please print name here)

Its: _____

Buyer *LTV**

Seller *DM*

EXHIBIT A

PARCEL A:

THAT PORTION OF TRACTS 98, 99 AND 100, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON;

EXCEPT A PORTION NORTHEASTERLY OF A LINE RUNNING FROM THE NORTHWEST CORNER OF TRACT 98 TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 100, A DISTANCE 150 FEET, SOUTHWESTERLY FROM THE SOUTHEAST CORNER THEREOF;

AND EXCEPT THAT PORTION OF TRACT 98, 99 AND 100, WHICH LIES SOUTHWESTERLY OF A LINE WHICH IS 75 FEET NORTHEASTERLY AND PARALLEL TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF THE BEACON COAL MINE ROAD AS MEASURED AT ANGLES TO SAID MARGIN;

TOGETHER WITH A PARCEL OF LAND SITUATE IN THE NORTH HALF OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. BEING PORTIONS OF TRACTS 93 THROUGH 102, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF TRACT 81 OF SAID ADDITION, WHICH CORNER IS ON THE NORTH LINE OF SAID SECTION 14 APPROXIMATELY 990 FEET WESTERLY FROM THE NORTH QUARTER CORNER OF SAID SECTION;

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID TRACT 81, 39.85 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD, SAID POINT BEING 30.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID ROAD;

THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 144.43 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 988.67 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;

THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 236.89 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 92 OF SAID ADDITION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE, 75.0 FEET, TO A POINT THAT IS 105.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF BEACON COAL MINE ROAD;

THENCE SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 603.74 FEET, MORE OR LESS, TO AN ANGLE POINT;

THENCE CONTINUING SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 365.58 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE C.E. BROWNELL DONATION LAND CLAIM;

THENCE WESTERLY, ALONG SAID NORTH LINE OF SAID DONATION LAND CLAIM, 140.49 FEET, MORE OR LESS, TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD;

THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 254.16 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;

THENCE CONTINUING NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 615.38 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF TRACTS 98, 99, 100, 101 AND 102, SECOND ADDITION EAST RIVERTON

Buyer LYA

Seller CM

GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 2 "EMPIRE WAY SOUTH" AND THE EASTERLY LINE OF SAID TRACT 99;
THENCE SOUTHERLY ALONG THE EASTERLY LINES OF TRACTS 99, 100, 101 AND 102 TO THE SOUTHEAST CORNER OF SAID TRACT 102;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT 102 TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 75 FEET NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY MARGIN OF BEACON COAL MINE ROAD MEASURED AT RIGHT ANGLES TO SAID MARGIN;
THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID TRACT 101;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT 150 FEET FROM THE MOST NORTHERLY CORNER OF SAID TRACT 101;
THENCE IN A STRAIGHT LINE TO A CORNER OF SAID TRACT 98, BEING THE INTERSECTION OF THE NORTHWESTERLY LINE AND THE NORTH LINE OF SAID TRACT 98;
THENCE EASTERLY ALONG SAID NORTH LINE TO AN INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF SAID STATE HIGHWAY;
THENCE SOUTHEASTERLY ALONG SAID MARGIN TO THE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF TRACTS 108 AND 114, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL D:

NORTH 65 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL E:

THE SOUTH 35 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL F:

THAT PORTION OF LOT 106, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF STATE ROAD NO 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2455528;
ALSO THE WEST 200 FEET OF LOT 105;
THE WEST 200 FEET OF LOT 104;
AND THE WEST 250 FEET OF LOT 103, ALL IN SAID PLAT OF SECOND ADDITION TO EAST RIVERTON GARDEN TRACTS.

PARCEL G:

THAT PORTION OF TRACTS 103, 104 and 105, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

Buyer LTA

Seller DM

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 103;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 103 TO THE SOUTHWESTERLY
LINE OF STATE ROAD NO. 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED
RECORDED UNDER RECORDING NO. 2455528;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTH LINE OF
SAID LOT 105;
THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 200 FEET OF
SAID LOT 105;
THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 200.00 FEET TO SAID LOT 105
AND LOT 104 TO THE NORTH LINE OF SAID LOT 103;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 250.00 FEET
TO SAID LOT 103;
THENCE SOUTHERLY ALONG SAID LAST MENTIONED EAST LINE TO THE SOUTH LINE OF SAID
LOT 103;
THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION LYING SOUTHWESTERLY OF STATE HIGHWAY NO. 2 OF THE FOLLOWING
DESCRIBED TRACT:
THE WEST HALF OF GOVERNMENT LOT 17, SECTION 14, TOWNSHIP 23 NORTH, RANGE 4
EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 165.27 FEET LYING NORTHEASTERLY OF STATE HIGHWAY NO. 2; AND
EXCEPT STATE HIGHWAY NO. 2; AND
EXCEPT COUNTY ROAD.

PARCEL I:

THAT PORTION OF THE DONATION LAND CLAIM OF C.L. BROWNELL, DESIGNATED AS CLAIM
NO. 41 AND BEING PARTS OF SECTION 13 AND 14, TOWNSHIP 23 NORTH, RANGE 4 EAST,
W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE IRON PIPE ON THE NORTH LINE OF SAID DONATION CLAIM AT A POINT
3735.56 FEET WEST OF THE NORTHEAST CORNER THEREOF (THE SAID NORTH LINE BEING
ASSUMED TO BE EXACTLY EAST AND WEST);
THENCE SOUTH 0°01'50" WEST 100 FEET TO A SECOND IRON PIPE;
THENCE SOUTH 0°01'50" WEST 80 FEET TO THE NORTH LINE OF A TRACT DESCRIBED IN
COUNTY TREASURER'S DEED NO. 34588 RECORDED JANUARY 13, 1953 UNDER AUDITOR'S
FILE NO. 4306427;
THENCE 81°32'30" WEST TO THE NORTHEAST MARGIN OF PRESENT BEACON COAL MINE
COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID NORTHEAST MARGIN TO SAID NORTH LINE OF
DONATION CLAIM;
THENCE EAST ALONG SAID NORTH LINE 605 FEET MORE OR LESS TO THE POINT OF
BEGINNING.

PARCEL J:

A TRACT OF LAND SITUATED IN THE C.E. BROWNELL DONATION CLAIM NO. 41, KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH SEATTLE GARDENS,
ACCORDING TO THE PLAT RECORDED IN VOLUME 19 OF PLATS, PAGE 17, IN KING COUNTY,
WASHINGTON;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF
THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 413.81 FEET TO THE TRUE

Buyer LTA

Seller CM

POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET;
THENCE NORTH 8°59'30" WEST 62 FEET TO THE MOST NORTHERLY CORNER OF A TRACT OF
LAND DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 5057187;
THENCE SOUTH 67°36'00" EAST 112.33 FEET TO AN INTERSECTION WITH THE BOUNDARY OF
PRIMARY STATE HIGHWAY NO. 2;
THENCE NORTH 22°24'00" EAST, 10 FEET TO AN INTERNAL ANGLE POINT IN THE
SOUTHWESTERLY BOUNDARY OF SAID STATE HIGHWAY;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY BOUNDARY TO THE NORTH LINE
OF SAID C.E. BROWNELL DONATION CLAIM;
THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT WHICH IS 3,735.56 FEET WEST OF
THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 0°01'50" WEST 180 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH
81°32'30" WEST OF THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST TO THE TRUE POINT OF BEGINNING.

PARCEL K:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE
MERIDIAN, IN KING COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH
SEATTLE GARDENS;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF
THE NORTHEAST QUARTER 413.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET TO THE NORTHEAST CORNER;
THENCE SOUTH 08°27'30" EAST 300 FEET TO THE SOUTHEAST CORNER;
THENCE SOUTH 81°32'30" WEST 450 FEET;
THENCE NORTH 32°28'40" WEST 147.85 FEET;
THENCE NORTH 79°19'50" WEST 177.79 FEET;
THENCE NORTH 52°45'50" WEST 149.26 FEET TO THE NORTHWEST CORNER;
THENCE NORTH 81°32'30" EAST 445.4 FEET TO THE BEGINNING.
BEING IN CHARLES E. BROWNELL DONATION CLAIM NUMBER 41.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

Parcel L:

That portion of Lot 115, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, according to the
plat thereof recorded in Volume 12 of Plats, Page 79, records of King County, Washington, described
as follows:

Beginning at the Southeast corner of said Lot 115;
Thence North 0°23' East, along the East line thereof, 77.70 feet to the Southwest margin of Martin
Luther King Jr. Way;
Thence North 41°06'30" West, along said margin, 7.00 feet;
Thence South 51°16'15" West, 32.00 feet;
Thence South 11°40'36" West 64.00 feet to the South line of said Lot 115;
Thence South 89°37' East, along said south line 42.00 feet to the Point of Beginning, as contained in
the King County Boundary Line Adjustment number L93L0034, recorded under Recording No.
9305059001, records of King County, Washington.
Situate in the County of King, State of Washington

Buyer 

Seller 

**SECOND ADDENDUM
TO COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE AND SALE AGREEMENT**

The Commercial & Investment Real Estate Purchase and Sale Agreement by and between **Seattle Public Schools**, (individually and collectively referred to as "Purchaser" or "Buyer") and **Craig Mungas, Receiver for Joseph Anderson**, (individually and collectively referred to as "Seller") regarding the real property located in King County, State of Washington, commonly known as **13001 Martin Luther King Jr. Way S, Seattle, WA 98178**, is hereby amended as follows:

1. The costs of the receivership, including attorney's fees, receiver's fees and all taxes and assessments shall be paid out of the proceeds of the sale at closing. The remaining proceeds shall remain in escrow and shall be subject to the provisions of the attached holdback agreement between Seller and Purchaser.

2. The Seller's Representations set forth in Paragraph 12 are revised as follows:
 - (a) Seller's right to enter into this Agreement is subject to the approval of the King County Superior Court in King County Cause No. 02-2-07034-5KNT. Seller agrees to file a motion with the court seeking approval of this Agreement and the transactions contemplated herein within thirty (30) days following the date of Mutual Acceptance and to exercise its best efforts thereafter to secure such approval.

 - (c) Seller cannot represent that the Property in its current state complies with all applicable laws, regulations, codes and ordinances. Seller has been operating pursuant to King County Superior Court Cause No. 02-2-07034-5KNT. Seller shall fully cooperate with Buyer during the Feasibility Period to assist Buyer in determining the status of the property regarding compliance thereof.

 - (d) Seller is currently operating under a temporary wind-down permit, and Seller's current business operations shall cease on or before Closing.

 - (e) The property is currently the subject of King County Superior Court Cause No. 02-2-07034-5KNT

3. Paragraph 17 of the Purchase and Sale Agreement is modified to provide that title shall be conveyed by a Special Warranty Deed.

Date: 11/29/17

SELLER

Craig Mungas, Receiver

Craig Mungas
By

Receiver for Joseph Anderson
Its

Date: 12/14/17

PURCHASER

Seattle School District

Flip Herndon
By

Flip Herndon Associate Supt.
Its
Operations/Facilities

**SUPPLEMENTAL INSTRUCTIONS TO ESCROW
AND HOLDBACK AGREEMENT**

This Supplemental Instructions to Escrow and Holdback Agreement is by and between **Seattle Public Schools**, (individually and collectively referred to as "Purchaser" or "Buyer") and **Craig Mungas, Receiver for Joseph Anderson**, (individually and collectively referred to as "Seller") and **Fidelity National Title**, ("Fidelity"), regarding the real property located in King County, State of Washington, commonly known as **13001 Martin Luther King Jr. Way S, Seattle, WA 98178**. Fidelity has been appointed as escrow agent to close the transaction.

- 1. Parties.** Seattle Public Schools has agreed to buy and **Craig Mungas, Receiver for Joseph Anderson** has agreed to sell real property commonly known as **13001 Martin Luther King Jr. Way S, Seattle, WA 98178**, and **Fidelity National title**. ("Fidelity") has been appointed as escrow agent to close said transaction.
- 2. Disbursement of Net Proceeds.** Seller and Buyer hereby instruct escrow to pay out of the proceeds of the sale at closing all attorney's fees, receiver's fees and delinquent taxes, assessments and other governmental impositions incurred during the receivership and applicable to the subject property. The remainder of the proceeds shall be held by escrow for use by the Seller first to remove all equipment and other personal property that does not constitute fixtures, scrap material and debris, as provided for in Paragraph 11 of the Purchase and Sale Agreement, as modified by the parties, with the remainder only disbursed after Seller and Buyer certify that this obligation has been fulfilled by the Seller. If Seller is unable to accomplish this obligation within sixty (60) days of closing, Buyer shall have the right to unilaterally control the remainder of the removal, and to unilaterally instruct escrow to release the remaining funds accordingly.
- 3. Marketable Title.** Nothing in this section shall limit Seller's obligation to pass marketable title, as provided for in the purchase and sale agreement.
- 4. No Merger.** The terms of this Agreement shall not merge into the deed and shall survive closing.
- 5. Miscellaneous.** Time is of the essence of this Agreement. This Agreement represents the entire agreement of the parties regarding this matter, and may only be amended in writing. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. The waiver of any default by either party shall not be construed as a continuing waiver or a waiver of any subsequent default of the same or any other provision of this Agreement. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be affected. The terms of this Agreement shall be governed by and construed under the law of the State of Washington, and venue shall lie in the county in which the subject property is located. In the event any action or proceeding is brought by either party against the other party by reason of the breach or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses of the action, including reasonable attorneys' fees.

DATE: 11/29/17

DATE: 12/14/17

SELLER

PURCHASER

Craig Mungas, Receiver

Seattle School District

By Craig Mungas

By Flip Herndon

Receiver for Joseph Anderson
Its

Flip Herndon
Its
Associate Supt.
Operations/
Facilities

ESCROW

Fidelity National Title

By _____

Its _____

Restricted Appraisal Report

Vacant Land, MLK Jr. Way Site – Seattle School District | Seattle, WA

as of October 16, 2017



Prepared for

Lewis Carlson
Real Estate Supervisor –
Property Management
Seattle School District

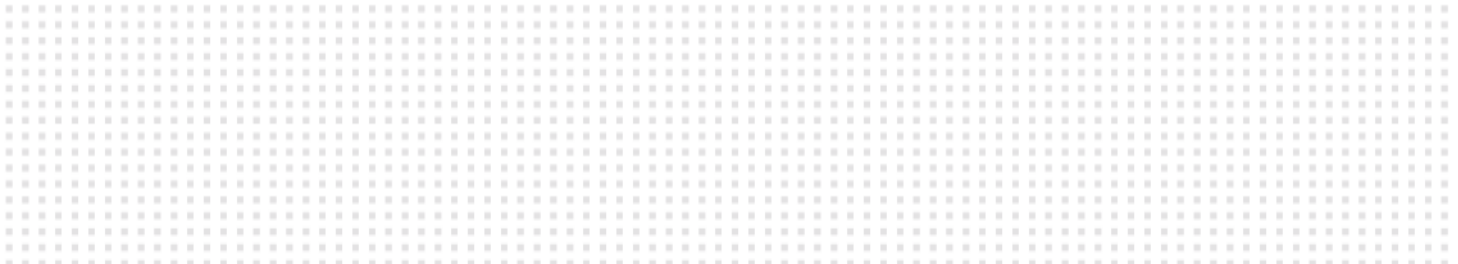
Prepared by

David Chudzik, Ph.D., MAI, CRE

Keven A. Russell, MAI

KM Job A17-1059

Kidder Mathews
Valuation Advisory Services
601 Union Street, Suite 4720
Seattle, WA 98101
206.205.0200 | Fax 206.205.0220
dchudzik@kiddermathews.com
kiddermathews.com



October 20, 2017

Lewis Carlson
Real Estate Supervisor – Property Management
Seattle School District
M/S 23-365
PO Box 34165
Seattle, WA 98124

Re: Vacant Land, MLK Jr. Way Site – Seattle School District
Seattle, WA

Dear Mr. Carlson:

At your request, we have prepared a restricted appraisal of the referenced property. The intended user of this appraisal includes yourself and the Seattle School District. The intended use of this appraisal is for internal decision making, pertaining to the potential purchase of the subject property. The intended user of this report is considered to be a regular consumer of appraisal reports and understands the limited nature and limited transferability of an appraisal that is less than a more comprehensively presented appraisal document. This report may not be suitable for other uses and we are not responsible for unauthorized use of this report.

This Restricted Appraisal has been prepared in conformance with the current Uniform Standards of Professional Appraisal Practice (USPAP) under the scope outlined below. Our services comply with and are subject to the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The appraisal complies with the reporting requirements of USPAP for restricted report presentation. Data, reasoning and analysis are simply stated with all the necessary and supporting documentation retained in our files.

Market Value As Is, as of October 16, 2017..... \$4,000,000

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'David Chudzik'.

David Chudzik, Ph.D., MAI, CRE
State-certified General Real Estate Appraiser #1102099

A handwritten signature in blue ink, appearing to read 'Keven A. Russell'.

Keven A. Russell, MAI
State-certified General Real Estate Appraiser #1102079

DMC-KAR/sh

Mr. Carlson

Re: Vacant Land, MLK Jr. Way Site – Seattle Public Schools

Page 2

Ownership History

The subject consists of 13 individual parcels of varying but similar ownership. King County Assessor records illustrate the following ownerships for each parcel. Notably, the property owner is behind on taxes, delinquent from 2015 to the present.

APN	Ownership
217200-0605	Joseph & Mary Anderson
217200-0563	Joseph Anderson
217200-0515	Joseph Anderson
217200-0518	Joseph Anderson
217200-0560	Joseph Anderson
217200-0551	Joseph Anderson
217200-0545	Joseph Anderson
217200-0540	Sunco Recoveries LTD (Joseph Anderson)
142304-9048	North Frances (Agent)
000140-0041	Joseph Anderson
000140-0017	Calvin Anderson
000140-0007	Sunco Recoveries LTD (Joseph Anderson)
000140-0008	Joseph Anderson

Source: KC Assessor Records

The parcels have been under the same ownership for at least three years. The property has been periodically marketed since mid-2007 with an original asking price of \$12,000,000 falling to \$8,999,000 by early-2008. It was taken off the market for a period of time, and then brought back on in mid-2010 at \$10,000,000 before reducing the price to \$6,000,000 by early-2011 and expiring in mid-2011. The property was brought back to the market in late-2011 at \$8,000,000. It went pending in mid-2012, although the buyer backed out in the feasibility period and the listing expired in mid-2013. More recently the property was listed for sale in late-2015 at \$4,000,000, and the listing expired in early 2013. It was quickly put back on the market by a different agent at the same price in mid-2016. The listing again went pending, although the buyer backed out in early-2017. The property is currently listed for \$4,000,000 with a long time on market. The listing agent noted the legal difficulties with the property being in receivership as the issue hindering procurement of a buyer, although other's in the market noted the steep topography as a significant factor.

Most recently Seattle Public Schools made an offer to purchase the property at the full list price of \$4,000,000. The Purchase and Sale Agreement has been signed by the school district as an offer, although it has yet to be accepted and signed by the seller. The listing agent noted they are waiting on some approvals by the lawyers to sign and accept the offer. There are no other offers that we are aware of, nor is the property under contract to sell.

Mr. Carlson

Re: Vacant Land, MLK Jr. Way Site – Seattle Public Schools

Page 3

Purpose of Appraisal

The purpose of this appraisal is to determine the property's market value. The term "Market Value" is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date, and the passing of title from seller to the buyer under conditions whereby:

- a. the buyer and seller are typically motivated;*
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;*
- c. a reasonable time is allowed for exposure in the open market;*
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions [g].

Scope of Appraisal

The valuation process involved:

1. Exterior inspection of the subject property.
2. A sale comparison approach was developed for the property. Comparable land sale data was researched using a combination of data sources including CoStar, Loopnet, Commercial MLS, NWMLS, public records and Kidder Mathews' in-house databases. The search focused on multi-family zoned lots with sloping topography, focused on the immediate area.
3. Knowledgeable market participants were interviewed including real estate brokers and property owners.
4. Public records, a P&S Agreement, ESA Phase 1, and other documents were reviewed for property specific data.

Mr. Carlson

Re: Vacant Land, MLK Jr. Way Site – Seattle Public Schools

Page 4

Extraordinary Assumption

The property currently functions as a contractor's yard and concrete recycling plant. It is my understanding the seller will remove all rock product, equipment, clear and grade the actively used portions of the site prior to closing. As such, we have applied an extraordinary assumption that these conditions will be met prior to closing.

The property owner is currently behind on property taxes, delinquent from 2015 to the present. It is an assumption of this report, that the taxes will be cleared at closing and at a cost to the seller.

Hypothetical Condition

None

Effective Date of Appraisal

October 16, 2017

Date of Appraisal Report

October 20, 2017

Property Description

The subject is an 18.88 acre 13 parcel assemblage south of Seattle and north of Renton in an area of unincorporated King County known as the Skyway neighborhood. The north portion of the property is accessed from Martin Luther King Jr. Way, and the south from Beacon Coal Mine Road. The zoning promoted multi-family development at a density of 24 units per acre.

The site slopes considerably to the southwest with a generally level area consisting of approximately 4.99 acres on the north and another approximately 3.01 acres on the south. The buyer noted another area they intend to use along a driveway extending into the northeast portion of the property from MLK Jr. Way S. The area is too narrow to be considered developable based on the highest and best use, although notably may work for the buyer's intentions. The two usable areas are separated by steep slopes of more than 40%, which would be classified as a critical area within King County jurisdiction. A parcel map with elevation contours illustrating steep slopes and the corresponding usable areas is included in the Addenda of this report. Notably, the elevation contours include a rock pile, which will be removed prior to sale, thus the northwest corner is actually more level than it appears on the elevation contours map. Development within areas of steep slopes may require a 50' buffer and 15' building setback when slopes are greater than 40% and higher than 20' as is the case of the subject. Removal of any vegetation from a steep slope or buffer is generally prohibited. The County may allow reduction in buffers if appropriately supported through a critical area alteration exception. Given the

Mr. Carlson

Re: Vacant Land, MLK Jr. Way Site – Seattle Public Schools

Page 5

relatively narrow usable areas, especially to the south, we would expect a developer to attempt to mitigate steep slope hazards through CAAE, resulting in higher development costs but hopefully smaller buffers. There are few allowed alterations in the steep slope critical areas. Those important to the subject include trails and viewing platforms, and maintenance and/or creation of view corridors through very limited trimming and pruning.

The slope reduces usable acreage for both buildable area and utility, although offset to some degree by natural amenity associated with extensive views including Mt. Rainier to the southeast, the Duwamish River Valley and Fosters Golf Course to the south. Additionally, a creative developer may be able to create walking trails through the sloped terrain adding to the scenic amenity. Furthermore, the sloping topography increases development costs with stabilization requirements, while the somewhat narrow usable areas impact density likely including single-loaded lots.

Highest & Best Use

The highest and best use is for a multifamily development, likely stacked apartments due to site constraints associated with topography.

Property Valuation

There are six multi-family zoned land sale comparisons attached to this report for the reader's review. Three are currently pending, including the subject's pending offer to purchase at full ask price. All of the sales are located in the subject's immediate neighborhood. Three of the six sales (L-1, L-2 & L-5) included critical areas associated with steep slopes, moderately to significantly reducing the usable site area. In each case, the usable areas were calculated and associated densities applied. Four of the six are located along moderate to high traffic arterials like the subject, conveniently accessible albeit impacted by traffic noise. Five of the six are zoned R-24, like the subject. Another is zoned R-14, although the buyer proposed a PUD concept allowing bonus densities closer to 18 units per acre. The subject sale L-1 and sale L-2 are being purchased for alternative uses, the subject being bus storage and L-2 being a church. The remaining sales were purchased for multi-family development, favoring townhouse units. Given the subject's size and somewhat constrained usable areas, higher intensity apartment development would likely be necessary to maximize density. The planned use doesn't typically impact price per square foot, while lower density projects typically produce higher prices per unit. Apart from the subject sale, all of the comparables are smaller than the subject, predominantly due to the lack of sizeable development land in a neighborhood that is largely built-out. Size tends to have a modest impact on analysis price. Smaller lots attract a greater pool of buyers, while larger sites are attractive to the big developers. We would expect the smaller sales to produce slightly higher prices per unit and square foot.

Mr. Carlson

Re: Vacant Land, MLK Jr. Way Site – Seattle Public Schools

Page 6

Both price per square foot and price per unit are considered. Developers typically focus on price per unit, although when developers utilize different densities the price per square foot analysis can be more useful. With similar densities, we've focused on price per unit.

The price per unit ranges from \$7,979 to \$30,294/unit. The low end of the range is set by L-4, a somewhat awkward site with easement access to be developed and another easement limiting usable area. The property was marketed as capable of supporting 48 units (24 units/acre), although this seems difficult given the site conditions. Even at a lower density, the price per unit is far less than the remaining comparables. L-3 sets the high end of the range. The property is under contract with some planning in place. Notably, the property sold for \$16,441/unit in early 2016, although under contract in mid-2015. Market conditions have improved considerably from mid-2015, although as a pending sale the earlier sale is analyzed as well. The subject's pending sale is toward the middle of the more range of more recent transactions at \$23,011/unit. It is consistent with the steep topography and limited usable areas of L-5 at \$24,306/unit, which sold for an alternative use as a church rather than multi-family development. Significant weight is attributed to the subject's pending sale price, while Comparables L-2, L-3 (both sales) and L-5 are attributed significant weight as well. Recognizing the subject's size and difficulties in topography, we conclude to a ready to develop value of \$4,050,000. Deducting the demolition costs of the abandoned gas station, we conclude to an as is value of \$4,000,000, consistent with the offer.

The subject offer is toward the high end in terms of price per square foot with the comparables ranging from \$4.39 to \$12.72/sq ft, although relatively consistent with the most comparable transactions of L-2, L-3 and L-5 ranging from \$6.90 to \$12.72/sq ft.

Overall, we conclude to a market value as is of \$4,000,000.

Respectfully submitted,



David Chudzik, Ph.D., MAI, CRE

State-certified General Real Estate Appraiser #1102099



Keven A. Russell, MAI

State-certified General Real Estate Appraiser #1102079

DMC-KAR/sh

Attachments

- Certification & Limiting Conditions
- Usable Area Map
- Summary of Land Sale Comparisons
- Land Sale Comparison Map
- Land Sale Parcel Maps
- Appraisers' Experience Data

ATTACHMENTS

Certification

We certify that, to the best of our knowledge and belief:

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3) We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- 4) We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5) Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6) Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- 8) Keven A. Russell, MAI has made a personal inspection of the property that is the subject of this report. David Chudzik, Ph.D, MAI, CRE inspected the property from the street, fully reviewed this report and concurs with its findings.
- 9) We have provided professional appraisal or consulting services concerning the subject property once within the past three years, with an effective date of April 23, 2014.
- 10) No one provided significant real property appraisal assistance to the persons signing this certification.
- 11) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the reporting requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989.
- 12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13) As of the date of this report, David Chudzik, Ph.D., MAI, CRE, and Keven A. Russell, MAI, have completed the continuing education program for Designated Members of the Appraisal Institute.



David Chudzik, Ph.D., MAI, CRE

State-certified General Real Estate Appraiser #1102009



Keven A. Russell, MAI

State-certified General Real Estate Appraiser #1102079

Limiting Conditions

Limiting conditions specific to this appraisal are:

- 1) The appraisers have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader to visualize the property.
- 2) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures (including asbestos, soil contamination, or unknown environmental factors) that render it more or less valuable. No responsibility is assumed for such conditions or for arranging the studies that may be required to discover them.
- 3) No responsibility is assumed for the legal description or for matters including legal or title considerations.
- 4) The information identified in this report as being furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 5) The appraisers are not required to give testimony or attendance in court by reason of this appraisal unless arrangements have previously been made.
- 6) The allocation of total value to land, buildings, or any fractional part or interest as shown in this report, is invalidated if used separately in conjunction with any other appraisal.
- 7) Valuation Advisory Services is a subsidiary of Kidder Mathews, a full service commercial real estate brokerage firm. On occasion, employees or agents of the firm have interests in the property being appraised. When present, interests have been disclosed, and the report has been made absent of any influence from these parties.

RESTRICTION UPON DISCLOSURE & USE:

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the appraiser. No part of this report or any of the conclusions may be included in any offering statement, memorandum, prospectus, or registration without the prior written consent of the appraisers.

Subject Photographs

MLK Jr. Way S. toward Renton
city limits from northwest corner
of property



MLK Jr. Way S. toward I-5
interchange from gas station
and maintenance building



Facing west from mid-point of
generally level usable area at
northwest portion of property,
rock pile near western property
line



Subject Photographs

Facing east from mid-point of generally level usable area at northwest portion of property, rock pile near western property line



Steep sloping topography between usable areas, also illustrates extensive views



Abandoned gas station



Subject Photographs

Roughed in road connecting
usable areas



Northwest along Beacon Coal
Mine Road at access point to
the southern usable area



Southeast along Beacon Coal
Mine Road at access point to
the southern usable area



Subject Photographs

Western portion of southern usable area

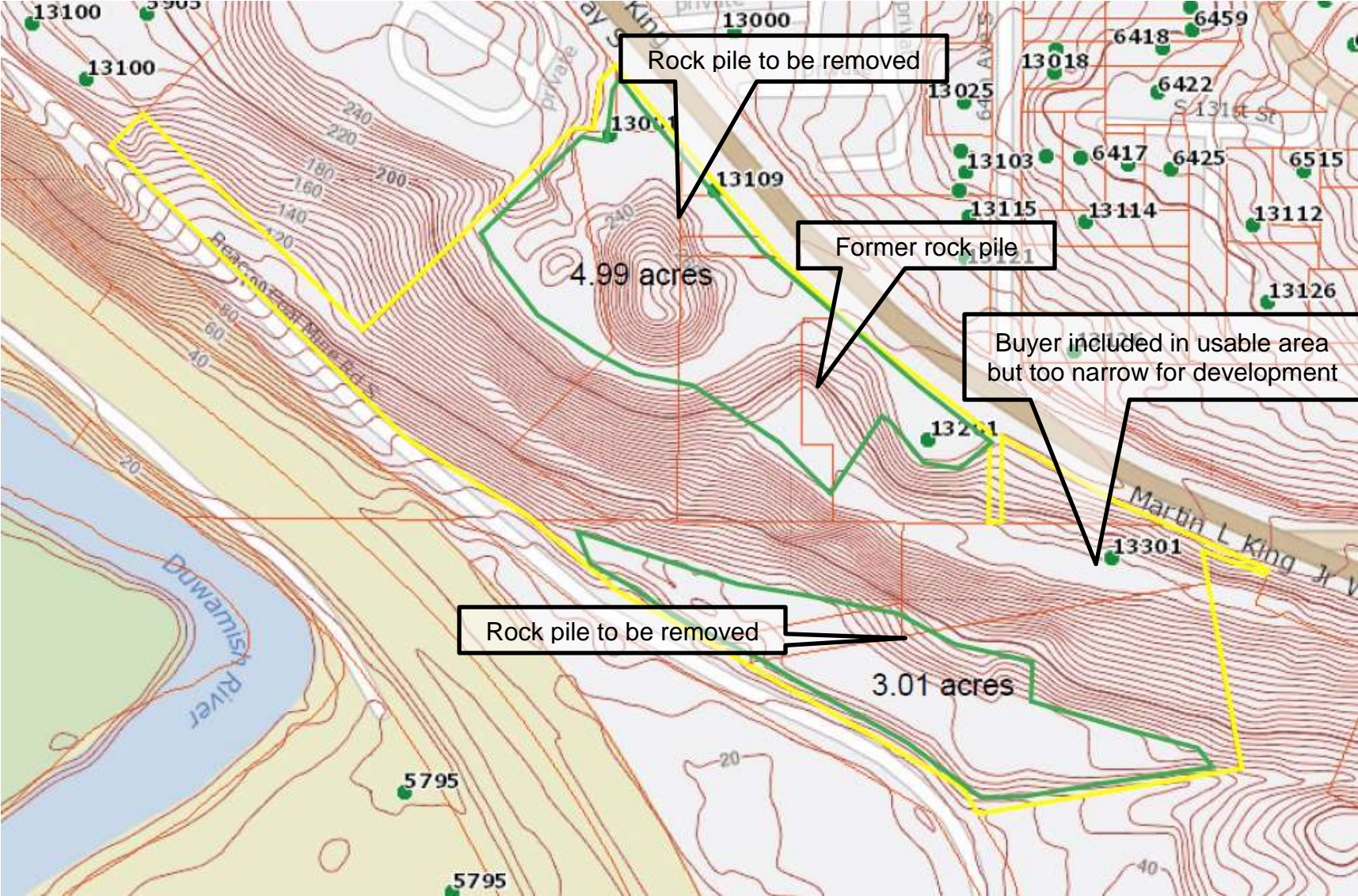


Central portion of southern usable area, including another rock pile just past trailers



Narrow eastern portion of southern usable areas

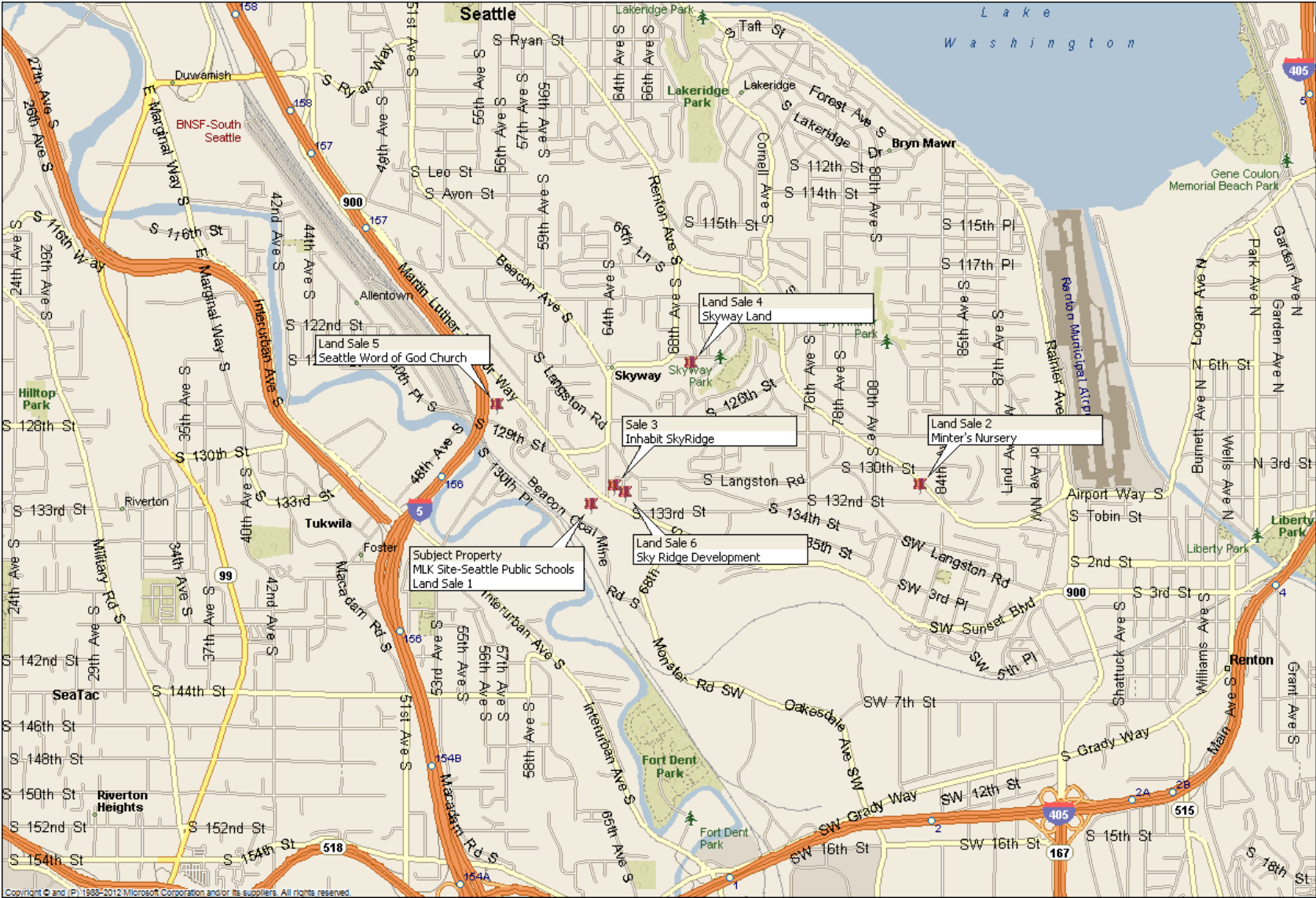




Usable Areas Map - Parcel Map with Elevation Contours

Land Sale Comparison Summary

No. Location/APN	Buyer/Seller	Zone	Land - Gross Land - Usable Land Area-Ac	# of Units Density	Sale Date	Analysis Price	\$/sf-Site \$/Lot	Comments
1 MLK Jr. Way Site 13001 MLK Jr. Way S South of Seattle APN: 217200-0605+	Seattle Public Schools Craig Mungas Receiver for Joseph Anderson <i>Nick Alevizatos, Broker,</i> 206-954-6459	R-24 King Co.	822,416	176	Pending Offer	\$4,000,000	\$11.62	The subject is currently marketed at \$4,000,000, and the seller has received a full price offer from Seattle Public Schools. The buyer intends to use the property for overnight bus parking, somewhat benefitting from the existing use, using more of the property than a developer would be allowed. Analysis price includes \$50,000 for gas station demolition.
			348,480 8.00	22	Demo	<u>\$50,000</u> \$4,050,000	\$23,011	
2 Minter's Nursery 13043 Renton Ave. S Renton, WA APN: 214480-0500+	NA - Pending Minter, LLC <i>Peter Hiatt, Broker,</i> 206-505-9408	R-14 Renton	180,827	60	Pending	\$1,550,000	\$11.03	Listing agent stated pending price somewhat less than \$1.65M asking price. Long listing with other deals falling through. Operating Minter's Nursery to be demolished with development, adjusted \$50,000. Buyer proposed a PUD with bonus densities allowing 60 townhouse units. Slopes moderately to the south, although Renton regulates steep slopes between 15% and 25% limiting the 4.15 acres to a net usable of 3.33 acres.
			145,055 3.33	18	Demo	<u>\$50,000</u> \$1,600,000	\$26,667	
3 Inhabit SkyRidge 13105 64th Ave. S South of Seattle APN: 788720-0420	NA - Pending Inhabit Skyridge, LLC <i>Joey Ferrick, Broker/Owner,</i> 425-502-2928	R-24 King Co.	40,502	17	Pending	\$600,000	\$12.72	Partially planned development setback from MLK Jr. Way S accessed from side street. Current seller purchased property in 2016 but pending in May 2015. Believes a good purchase, market conditions and about \$85,000 of preliminary planning work increased value. Plans for 17 townhouse units with single-loaded road layout influencing density due to shape.
			0.93	18	Plans	<u>-\$85,000</u> \$515,000	\$30,294	
					Feb-16	\$279,500	\$6.90 \$16,441	
4 Skyway Land 6950 S 123rd St. South of Seattle APN: 768960-0975	Zia Investments, LLC Crista Ministries <i>Arvin Vander Veen, Broker,</i> 206-223-0866	R-24 King Co.	87,300	48	Mar-17	\$350,500	\$4.39	Setback from side street accessed from a modestly developed easement. Modest upward adjustment for off-site development costs. Site slopes to the southeast, although not steep slope critical areas. Easements influence usable area. Marketed as fully usable with potential development of 48 units.
			2.00	24	Off-Site	<u>\$32,500</u> \$383,000	\$7,979	
5 Seattle Word of God Church 12401 MLK Jr. Way S South of Seattle APN: 018200-0310+	Seattle Word of God Church Alice Young <i>Dulce Mason, Former Broker,</i> 206-291-5656	R-24 King Co.	170,136	33	Nov-16	\$800,000	\$12.28	Significant areas of steep slopes make multi-family development difficult. Difficult access from the south, not on MLK Jr. Way S, due to slopes. Church leased the property at the time of sale utilizing a small building and recreational land. Purchased for future church development. We estimated a relatively inefficient 65,170 sq ft of usable area outside of slopes and buffers with a moderate density recognizing the likely single-loaded street design. Assessor also notes landslide hazard areas. Same user purchased easily developable 1.348 ac for \$1.2M across the street, or \$20.43/sq ft and \$37,085/unit.
			65,170 1.50	22			\$24,306	
6 Sky Ridge Development 6500 S 133rd St. South of Seattle APN: 142304-9006	Venturas Investment Group, LLC Northwest Technical Investments, LLC <i>Debby Smith, Broker,</i> 425-830-0586	R-24 King Co.	78,843	38	Feb-15	\$420,000	\$7.86	Small proposed development located north of MLK Jr. Way but accessed from S 133rd St., requiring 550 lineal feet of off-site road. The broker did not estimate an off-site cost, although recognized this as the best access point. We've adjusted the sale \$250/lf to account for the atypical development cost.
			70,959 1.63	23	Off-Site	<u>\$137,500</u> \$557,500	\$14,671	
Sbj MLK Site 13001 MLK Jr. Way S South of Seattle, King Co., WA		R-24 King Co.	822,416	176	Oct-17	\$4,050,000	\$11.62	Ready to develop land value concluded at \$4,050,000 less demolition costs estimated at \$50,000 results in an as is land value of \$4,000,000.
			348,480 8.00	22	Less Demo As Is	<u>(\$50,000)</u> \$4,000,000	\$23,011	



Land Sale Comparison Map

Land Sales Comparisons

Land Sale 1



Land Sale 2



Land Sale 3



Land Sales Comparisons

Land Sale 4



Land Sale 5



Land Sale 6



Purchase and Sale Agreement



**COMMERCIAL & INVESTMENT REAL ESTATE
PURCHASE & SALE 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

Reference Date: September 26, 2017

Seattle Public Schools

("Buyer") agrees to buy and

Craig Mungas Receiver for Joseph Anderson

("Seller") agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the "Property") commonly known as 13001 Martin Luther King Jr Way S in the City of Seattle, King County, Washington, 98178, legally described on attached Exhibit A. The Reference Date above is intended to be used to reference this Agreement, and is not the date of "Mutual Acceptance." Mutual Acceptance is defined in Section 23 below.

1. **PURCHASE PRICE.** The total purchase price is Four Million Dollars (\$4,000,000.00) payable as follows (check only one):

- All cash at closing with no financing contingency.
- All cash at closing contingent on new financing in accordance with the Financing Addendum (attach CBA Form PS_FIN).
- \$ _____ OR _____% of the purchase price in cash at closing with the balance of the purchase price paid as follows (check one or both, as applicable): Buyer's assumption of the outstanding principal balance as of the Closing Date of a first lien note and deed of trust (or mortgage), or real estate contract, in accordance with the Financing Addendum (attach CBA Form PS_FIN); Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, in accordance with the Financing Addendum (attach CBA Form PS_FIN).
- Other: _____

2. **EARNEST MONEY.** The earnest money in the amount of \$10,000.00 shall be in the form of Cash Personal check Promissory note (attached CBA Form EMN) Other: _____

The earnest money shall be held by Selling Firm Closing Agent. Selling Broker may, however, transfer the earnest money to Closing Agent.

Buyer shall deliver the earnest money no later than: _____ days after Mutual Acceptance.

- On the last day of the Feasibility Period defined in Section 5 below.
- Other: _____

If the earnest money is to be held by Selling Firm and is over \$10,000, it shall be deposited to: Selling Firm's pooled trust account (with interest paid to the State Treasurer) A separate interest bearing trust account in Selling Firm's name. 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.

Selling Firm shall deposit any check to be held by Selling Firm within 3 days after receipt or Mutual Acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price.

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

- Exhibit A - Legal Description
- Earnest Money Promissory Note, CBA Form EMN

INITIALS: BUYER LTA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

- Promissory Note, LPB Form No. 28A
- Short Form Deed of Trust, LPB Form No. 20
- Deed of Trust Rider, CBA Form DTR
- Utility Charges Addendum, CBA Form UA
- FIRPTA Certification, CBA Form 22E
- Assignment and Assumption, CBA Form PS-AS
- Addendum/Amendment, CBA Form PSA
- Back-Up Addendum, CBA Form BUA
- Vacant Land Addendum, CBA Form VLA
- Financing Addendum, CBA Form PS_FIN
- Tenant Estoppel Certificate, CBA Form PS_TEC
- Defeasance Addendum, CBA Form PS_D
- Other Addendum

4. **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 end of the Feasibility Period 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.
5. **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 written notice to Seller within 45 days (30 days if not filled in) (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied. If such notice is timely given, the feasibility contingency stated in this Section 5 shall be deemed to be satisfied.
- a. **Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents within _____ days (2 days if not filled in) after Mutual Acceptance 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: 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, accounting records and audit reports for the last three years and year to date; 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 within the Feasibility Period: (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

INITIALS: BUYER LJA DATE 10/9/17 SELLER _____ DATE _____
 BUYER _____ DATE _____ SELLER _____ DATE _____



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

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. Seller shall transfer the Vendor Contracts as provided in Section 17.

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 and improvements, 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 the Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall restore the Property and improvements to 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. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the feasibility contingency only for the purpose of leasing or to satisfy conditions of financing.

c. Buyer waives the right to receive a seller disclosure statement ("Form 17-Commercial") if required by RCW 64.06. However, if Seller would otherwise be required to provide Buyer with a Form 17-Commercial, and if the answer to any of the questions in the section of the Form 17-Commercial entitled "Environmental" would be "yes," then Buyer does not waive the receipt of the "Environmental" section of the Form 17-Commercial which shall be provided by Seller.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Buyer, its Lender, Listing Broker, Selling Broker or Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard extended (standard, if not completed) coverage owner's policy of title insurance. Buyer shall pay the increased costs associated with an extended policy including the excess premium over that charged for a standard coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by Fidelity National Title (a title company of Seller's choice, if not completed). 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: (1) twenty (20) days after Mutual Acceptance of this Agreement; or (2) the expiration of the Feasibility Period. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections (1) Seller agrees, in writing, to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to

INITIALS: BUYER LTR DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

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 cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. **CLOSING OF SALE.** This sale shall be closed on _____ ("Closing") by Fidelity National Title ("Closing Agent") (Seller shall select the Closing Agent, if not completed). 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. "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 though they cannot be disbursed to Seller until the next business day after Closing. Notwithstanding the foregoing, if Seller informed Buyer during the Feasibility Period 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-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.

8. **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 5(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. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of Closing. 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.

a. **Unpaid Utility Charges.** Buyer and Seller WAIVE DO NOT WAIVE (do not waive if neither box checked) the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum) to this Agreement.

INITIALS: BUYER INA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

- 9. 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.
- 10. 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 Period, 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 in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- 11. POSSESSION.** Buyer shall be entitled to possession on closing _____ (on closing, if not completed). Buyer shall accept possession subject to all tenancies disclosed to Buyer during the Feasibility Period.
- 12. SELLER'S REPRESENTATIONS.** Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated in Section 5 above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the 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; (c) Seller has not received any written notices that the Property or the 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 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 8 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 in writing during the Feasibility Period; (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

INITIALS: BUYER UTA DATE 10/9/17 SELLER _____ DATE _____
 BUYER _____ DATE _____ SELLER _____ DATE _____



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

remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property. 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 same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement, or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money. Buyer shall give notice of termination 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.

13. AS-IS. Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) 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, 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; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) 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.

14. PERSONAL PROPERTY.

a. This sale includes all right, title and interest of Seller to the following tangible personal property: None That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Exhibit to be attached to this Agreement within ten (10) days of Mutual Acceptance (None, if not completed). The value assigned to the 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 Selling 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 5(a) 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.

INITIALS: BUYER LTW DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

- 15. CONDEMNATION AND CASUALTY.** Seller bears all risk of loss until Closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if condemnation proceedings are commenced against all or a portion of the Property before Closing. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing, in which case, at Closing, Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at Closing the amount of any deductible provided for in the policy.
- 16. 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.
- 17. CONVEYANCE.** Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty 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 No. PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) and all intangible property transferred pursuant to Section 14(b).
- 18. NOTICES AND COMPUTATION OF TIME.** 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 28. A notice to Seller shall be deemed delivered only when received by Seller, 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 Selling Broker and with a courtesy copy to any other party identified as a recipient of notices in Section 28. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Broker, or the licensed office of Selling Broker. Selling Broker and Listing Broker have no responsibility to advise 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 Selling 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 28.

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.

INITIALS: BUYER LTA DATE 10/9/17 SELLER _____ DATE _____
 BUYER _____ DATE _____ SELLER _____ DATE _____



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

19. AGENCY DISCLOSURE. At the signing of this Agreement,

Selling Broker Nick Alevizatos

Represented Seattle Public Schools

and the Listing Broker Nick Alevizatos

represented Craig Mungas Receiver for Joseph Anderson

Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to the Brokers' Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are the same person representing both parties, then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

- 20. ASSIGNMENT.** Buyer may may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. If the "may not" option is selected and the words "and/or assigns" or similar words are used to identify the Buyer, then this Agreement may be assigned with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires 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 the Seller financing.

21. DEFAULT AND ATTORNEY'S FEE.

(a) Buyer's default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (**check one**):

Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure; or

Seller may, at its option, (a) terminate this Agreement and keep as liquidated damages the earnest money 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 (**check one**):

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 scheduled date of closing or from the date Seller has informed Buyer in writing that Seller will not proceed with closing, whichever is earlier; or

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.

INITIALS: BUYER LDA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

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 expenses. In the event of trial, the amount of the attorney's fee 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 where the Property is located.

22. MISCELLANEOUS PROVISIONS.

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.

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. 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.

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 Section 20 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.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until midnight of _____ (if not filled in, the third business day) following the day Buyer delivers the offer to accept this offer, unless sooner withdrawn. 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 _____ business day (if not filled in, the second business 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 the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Broker or the licensed office of the Listing Broker. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Broker or the licensed office of the Selling 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 and shall be effective when received by that party.

24. 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.

INITIALS: BUYER LJA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

- 25. 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.
- 26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of 4.000 % of the sales price or \$4,000,000.00. The commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Firm shall pay to Selling Firm a commission of 2.000 % of the sales price or \$4,000,000.00. Seller assigns to Listing Firm and Selling Firm a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Firm or Selling Firm for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Firm and Selling Firm according to the listing agreement and any co-brokerage agreement. In any action by Listing Firm or Selling Firm to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Firm nor Selling Firm are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum, in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A is commercial real estate. Notwithstanding Section 25 above, the pages containing this Section, the parties' signatures and an attachment describing the Property may be recorded.
- 27. LISTING BROKER AND SELLING BROKER DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING 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 LTA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

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

Buyer

Contact: Seattle Public Schools
Lewis Carlson
Address: _____
Business Phone: _____
Mobile Phone: _____
Fax: _____
Email: _____

Selling Firm

Name: Century 21 Northwest
Assumed Name (if applicable): _____
Selling Broker: Nick Alevizatos
Address: _____
Business Phone: _____
Mobile Phone: (206)954-6459
Email: nick.alevizatos@c21nwr.com
Fax: _____
CBA Office No.: _____

Licensed Office of Selling Broker

Address: _____
Business Phone: (425)250-3301-
Fax: (425)629-9998-
Email: _____
CBA Office No.: 1003327

Courtesy Copy of Notices to Buyer to:

Name: _____
Address: _____
Business Phone: _____
Mobile Phone: _____
Fax: _____
Email: _____

Seller

Contact: Craig Mungas Receiver for Joseph Anderson
Address: _____
Business Phone: _____
Mobile Phone: _____
Fax: _____
Email: _____

Listing Firm

Name: Century 21 Northwest
Assumed Name (if applicable): _____
Listing Broker: Nick Alevizatos
Address: _____
Business Phone: _____
Mobile Phone: (206)954-6459
Email: nick.alevizatos@c21nwr.com
Fax: _____
CBA Office No.: _____

Licensed Office of Listing Broker

Address: _____
Business Phone: (425)250-3301
Fax: (425)629-9998
Email: _____
CBA Office No.: 1003327

Courtesy Copy of Notices to Seller to:

Name: _____
Address: _____
Business Phone: _____
Mobile Phone: _____
Fax: _____
Email: _____

INITIALS: BUYER LTA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

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

Buyer Seattle Public Schools
Printed name and type of entity

~~Buyer Lewis Carlson
Printed name and type of entity~~

Buyer  Associate Superintendent
Signature and title

~~Buyer _____
Signature and title~~

Date signed 10/9/17

~~Date signed _____~~

Seller Craig Mungas Receiver for Joseph Anderson
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 LJA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____



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

**EXHIBIT A*
[Legal Description]**

Attached

Lined area for the legal description, currently blank.

* 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 void and unenforceable.

INITIALS: BUYER LTA DATE 10/9/17 SELLER _____ DATE _____
BUYER _____ DATE _____ SELLER _____ DATE _____

EXHIBIT A

For APN/Parcel ID(s): 2172000515, 2172000518, 2172000563, 2172000560, 2172000551,
2172000545, 2172000540, 1423049048, 0001400007, 0001400017,
0001400041 and 0001400008

PARCEL A:

THAT PORTION OF TRACTS 98, 99 AND 100, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON;
EXCEPT A PORTION NORTHEASTERLY OF A LINE RUNNING FROM THE NORTHWEST CORNER OF TRACT 98 TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 100, A DISTANCE 150 FEET, SOUTHWESTERLY FROM THE SOUTHEAST CORNER THEREOF;
AND EXCEPT THAT PORTION OF TRACT 98, 99 AND 100, WHICH LIES SOUTHWESTERLY OF A LINE WHICH IS 75 FEET NORTHEASTERLY AND PARALLEL TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF THE BEACON COAL MINE ROAD AS MEASURED AT ANGLES TO SAID MARGIN;

TOGETHER WITH A PARCEL OF LAND SITUATE IN THE NORTH HALF OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. BEING PORTIONS OF TRACTS 93 THROUGH 102, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF TRACT 81 OF SAID ADDITION, WHICH CORNER IS ON THE NORTH LINE OF SAID SECTION 14 APPROXIMATELY 990 FEET WESTERLY FROM THE NORTH QUARTER CORNER OF SAID SECTION;
THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID TRACT 81, 39.85 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD, SAID POINT BEING 30.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID ROAD;
THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 144.43 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY;
THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 988.67 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;
THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 236.89 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 92 OF SAID ADDITION, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE, 75.0 FEET, TO A POINT THAT IS 105.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF BEACON COAL MINE ROAD;
THENCE SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 603.74 FEET, MORE OR LESS, TO AN ANGLE POINT;
THENCE CONTINUING SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 365.58 FEET,

EXHIBIT A

(continued)

MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE C.E. BROWNELL DONATION LAND CLAIM;
THENCE WESTERLY, ALONG SAID NORTH LINE OF SAID DONATION LAND CLAIM, 140.49 FEET, MORE OR LESS, TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD;
THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 254.16 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;
THENCE CONTINUING NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 615.38 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF TRACTS 98, 99, 100, 101 AND 102, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 2 "EMPIRE WAY SOUTH" AND THE EASTERLY LINE OF SAID TRACT 99;
THENCE SOUTHERLY ALONG THE EASTERLY LINES OF TRACTS 99, 100, 101 AND 102 TO THE SOUTHEAST CORNER OF SAID TRACT 102;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT 102 TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 75 FEET NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY MARGIN OF BEACON COAL MINE ROAD MEASURED AT RIGHT ANGLES TO SAID MARGIN;
THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID TRACT 101;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT 150 FEET FROM THE MOST NORTHERLY CORNER OF SAID TRACT 101;
THENCE IN A STRAIGHT LINE TO A CORNER OF SAID TRACT 98, BEING THE INTERSECTION OF THE NORTHWESTERLY LINE AND THE NORTH LINE OF SAID TRACT 98;
THENCE EASTERLY ALONG SAID NORTH LINE TO AN INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF SAID STATE HIGHWAY;
THENCE SOUTHEASTERLY ALONG SAID MARGIN TO THE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF TRACTS 108 AND 114, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL D:

NORTH 65 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL E:

THE SOUTH 35 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING

EXHIBIT A

(continued)

COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL F:

THAT PORTION OF LOT 106, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF STATE ROAD NO 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2455528; ALSO THE WEST 200 FEET OF LOT 105; THE WEST 200 FEET OF LOT 104; AND THE WEST 250 FEET OF LOT 103, ALL IN SAID PLAT OF SECOND ADDITION TO EAST RIVERTON GARDEN TRACTS.

PARCEL G:

THAT PORTION OF TRACTS 103, 104 and 105, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 103;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 103 TO THE SOUTHWESTERLY LINE OF STATE ROAD NO. 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2455528;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTH LINE OF SAID LOT 105;
THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 200 FEET OF SAID LOT 105;
THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 200.00 FEET TO SAID LOT 105 AND LOT 104 TO THE NORTH LINE OF SAID LOT 103;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 250.00 FEET TO SAID LOT 103;
THENCE SOUTHERLY ALONG SAID LAST MENTIONED EAST LINE TO THE SOUTH LINE OF SAID LOT 103;
THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION LYING SOUTHWESTERLY OF STATE HIGHWAY NO. 2 OF THE FOLLOWING DESCRIBED TRACT:

THE WEST HALF OF GOVERNMENT LOT 17, SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 165.27 FEET LYING NORTHEASTERLY OF STATE HIGHWAY NO. 2; AND EXCEPT STATE HIGHWAY NO. 2; AND EXCEPT COUNTY ROAD.

PARCEL I:

THAT PORTION OF THE DONATION LAND CLAIM OF C.L. BROWNELL, DESIGNATED AS CLAIM NO. 41 AND BEING PARTS OF SECTION 13 AND 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

EXHIBIT A

(continued)

BEGINNING AT THE IRON PIPE ON THE NORTH LINE OF SAID DONATION CLAIM AT A POINT 3735.56 FEET WEST OF THE NORTHEAST CORNER THEREOF (THE SAID NORTH LINE BEING ASSUMED TO BE EXACTLY EAST AND WEST);
THENCE SOUTH 0°01'50" WEST 100 FEET TO A SECOND IRON PIPE;
THENCE SOUTH 0°01'50" WEST 80 FEET TO THE NORTH LINE OF A TRACT DESCRIBED IN COUNTY TREASURER'S DEED NO. 34588 RECORDED JANUARY 13, 1953 UNDER AUDITOR'S FILE NO. 4306427;
THENCE 81°32'30" WEST TO THE NORTHEAST MARGIN OF PRESENT BEACON COAL MINE COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID NORTHEAST MARGIN TO SAID NORTH LINE OF DONATION CLAIM;
THENCE EAST ALONG SAID NORTH LINE 605 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL J:

A TRACT OF LAND SITUATED IN THE C.E. BROWNELL DONATION CLAIM NO. 41, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH SEATTLE GARDENS, ACCORDING TO THE PLAT RECORDED IN VOLUME 19 OF PLATS, PAGE 17, IN KING COUNTY, WASHINGTON;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 413.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET;
THENCE NORTH 8°59'30" WEST 62 FEET TO THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 5057187;
THENCE SOUTH 67°36'00" EAST 112.33 FEET TO AN INTERSECTION WITH THE BOUNDARY OF PRIMARY STATE HIGHWAY NO. 2;
THENCE NORTH 22°24'00" EAST, 10 FEET TO AN INTERNAL ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF SAID STATE HIGHWAY;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY BOUNDARY TO THE NORTH LINE OF SAID C.E. BROWNELL DONATION CLAIM;
THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT WHICH IS 3,735.56 FEET WEST OF THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 0°01'50" WEST 180 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 81°32'30" WEST OF THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST TO THE TRUE POINT OF BEGINNING.

PARCEL K:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH SEATTLE GARDENS;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 413.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET TO THE NORTHEAST CORNER;
THENCE SOUTH 08°27'30" EAST 300 FEET TO THE SOUTHEAST CORNER;

EXHIBIT A

(continued)

THENCE SOUTH 81°32'30" WEST 450 FEET;
THENCE NORTH 32°28'40" WEST 147.85 FEET;
THENCE NORTH 79°19'50" WEST 177.79 FEET;
THENCE NORTH 52°45'50" WEST 149.26 FEET TO THE NORTHWEST CORNER;
THENCE NORTH 81°32'30" EAST 445.4 FEET TO THE BEGINNING.
BEING IN CHARLES E. BROWNELL DONATION CLAIM NUMBER 41.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

For APN/Parcel ID(s): 217200-0605-07

Parcel L:

That portion of Lot 115, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, according to the plat thereof recorded in Volume 12 of Plats, Page 79, records of King County, Washington, described as follows:

Beginning at the Southeast corner of said Lot 115;
Thence North 0°23 East, along the East line thereof, 77.70 feet to the Southwest margin of Martin Luther King Jr. Way;
Thence North 41°06'30" West, along said margin, 7.00 feet;
Thence South 51°16'15" West, 32.00 feet;
Thence South 11°40'36" West 64.00 feet to the South line of said Lot 115;
Thence South 89°37' East, along said south line 42.00 feet to the Point of Beginning, as contained in the King County Boundary Line Adjustment number L93L0034, recorded under Recording No. 9305059001, records of King County, Washington.

Situate in the County of King, State of Washington.

EARNEST MONEY PROMISSORY NOTE

\$10,000.00

Place: Seattle

Date: September 26, 2017

FOR VALUE RECEIVED, Seattle Public Schools

_____ ("Buyer") agrees to pay to
the order of Fidelity National Title ("Holder") the sum of
Ten Thousand Dollars (\$10,000.00)

as follows:

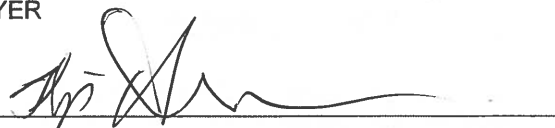
- _____ days (3 days if not filled in) following mutual acceptance of the Purchase and Sale Agreement.
- Upon satisfaction or waiver of the feasibility contingency stated in the Purchase and Sale Agreement.
- Other _____*

This Note is evidence of the obligation to pay earnest money under the purchase and sale agreement (the "Agreement") between the Buyer and Craig Mungas Receiver for Joseph Anderson

("Seller") dated July 25, 2017 for the property located at:
13001 Martin Luther King Jr Way S, Seattle, WA 98178. 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 promises to 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: 

Seattle Public Schools *Associate Superintendent*
Printed Name and Title: Lewis A. Carlson Real Estate Supervisor

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

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

This Addendum (this "Addendum") is part of the Commercial & Investment Real Estate Purchase and Sale Agreement ("Agreement") with a Reference Date of July 25, 2017, between Craig Mungas, Receiver for Joseph Anderson, as Seller, and Seattle School District No. 1, a Washington municipal corporation, as Buyer.

Seller and Buyer hereby modify the Agreement as set forth below. The section numbers indicated below correspond with the sections of the Agreement being modified hereby. Except as modified below, the terms and conditions of the Agreement remain in full force and effect.

Section 2 (Earnest Money)

The third sentence of Section 2 is modified to indicate that Buyer shall deliver the earnest money no later than on the last day of the Feasibility Period defined in Section 5.

Section 3 (Exhibits and Addenda)

Section 3 is modified to indicate that, in addition to Exhibit A, an Earnest Money Promissory Note (CBA Form EMN) and this Addendum are made part of the Agreement.

Sections 4 (Seller's Underlying Financing) and 7 (Closing of Sale)

The second and third sentences of Section 4 and the penultimate sentence of Section 7 are deleted. Seller warrants and represents to Buyer that the Property is not subject to any lien the elimination of which requires a defeasance.

Section 5 (Feasibility Contingency):

The second sentence of the introductory language of Section 5 is deleted and replaced with the following:

This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within 120 days (the "Feasibility Period") of Mutual Acceptance stating that this condition is satisfied; provided that, by written notice to Seller, Buyer may extend the Feasibility Period for an additional 60 days in the event the findings of a Phase 1 environmental study conducted by Buyer during the Feasibility Period includes a recommendation, either in the Phase 1 report or in related correspondence from Buyer's consultant, that a Phase 2 study be conducted to further investigate matters identified during the Phase 1 study; and further provided that, by written

Buyer *CM*

Seller _____

notice to Seller and deposit into escrow with the Closing Agent for the account of Seller on or before expiration of the Feasibility Period \$2,500 (the "Extension Payment"), Buyer may extend the Feasibility Period for an additional 60 days. The Closing Agent shall release the Extension Payment to Seller immediately upon Buyer's deposit of the Extension Payment into escrow. By its execution of this Addendum, Buyer authorizes the Closing Agent to release the Extension Payment to Seller in accordance with this section without any further instruction or authorization from Buyer. The Extension Payment shall be credited to the Purchase Price. Buyer shall pay the Extension Payment as consideration for Seller's extension of the Feasibility Period, and the Extension Payment shall be deemed fully earned and belong to Seller and shall not be refunded to Buyer except in the event this transaction fails to close as the result of a default by Seller and except as otherwise specifically provided herein. No part of the Extension Payment shall constitute earnest money under this Agreement.

The following is added to the introductory language of Section 5:

Notwithstanding anything to the contrary in this Agreement, \$100.00 of the earnest money deposit shall be paid to Seller if Buyer exercises its right under Section 5 to terminate, as independent consideration for such right of termination.

Section 5a (Books, Records, Leases, Agreements)

Without limiting the generality of the list of items to be made available under Section 5a, Seller shall include among the items in the possession or subject to the control of Seller that Seller makes available for inspection by Buyer and Buyer's agents within five days after Mutual Acceptance the items set forth in the list appended to this Addendum as Attachment A.

Buyer shall have the right, at Buyer's expense, to copies of any and all items made available by Seller to Buyer. If this Agreement terminates without a Closing, Buyer shall return all such copies to Seller.

Section 5b (Access)

The third sentence of Section 5b is deleted and replaced with the following:

Buyer shall have the right to conduct a Phase 2 study, including sampling of soil, groundwater or other media or conveyance systems, as determined in the sole discretion of Buyer. Seller shall fully cooperate with Buyer's conduct of Phase 1 and Phase 2 studies, including providing a person with knowledge of the Property for an interview during the Phase 1 study and in making all reasonable accommodations to facilitate drilling activities (such as moving obstructions) should Buyer conduct a Phase 2 study.

Buyer LTA

Seller _____

The last sentence of Section 5b is modified to provide that Buyer may continue to enter the Property after waiver or satisfaction of the feasibility contingency subject to the foregoing restrictions.

Section 6b (Permitted Exceptions)

The initial three sentences of Section 6b are deleted and replaced with the following:

Notwithstanding Section 6b, the following process shall be utilized with respect to matters in any title report or supplemental title report: Buyer shall have until the end of the 20th day following the Buyer's receipt of the title report and copies of all recorded documents referenced in it (the "Buyer Objection Deadline") to notify Seller in writing of any objection (the "Buyer Objection Notice") that Buyer may have to any such matters. If Buyer delivers the Buyer Objection Notice, then Seller may deliver, in Seller's sole and absolute discretion, a response (the "Seller Response") no later than 5 days after the date of the Buyer Objection Notice (the "Response Deadline"), indicating what, if any, action Seller commits to take to eliminate, cure or otherwise address the matters set forth in the Buyer Objection Notice. If Seller fails to deliver the Seller Response on or before the Response Deadline, Seller shall be deemed to have elected not to address or cure any of the matters set forth in the Buyer Objection Notice. Unless Seller gives Buyer a timely Seller Response in which Seller unconditionally commits to eliminate or cure all matters objected to by Buyer in the Buyer Objection Notice, Buyer shall have the right to terminate this Agreement by notice in writing given to Seller prior to the end of the 5th day following the due date of the Seller Response. If Buyer gives a written termination notice to Seller within such five-day period, then this Agreement shall terminate automatically and be of no further force or effect and neither party shall have any further rights or obligations hereunder (other than pursuant to any provisions hereof which expressly survive the termination of this Agreement), and all earnest money and the Extension Payment, if any, shall be refunded to Buyer less any costs advanced or committed for Buyer. If Buyer fails to timely exercise its right of termination under this section, then Seller's commitment to undertake such actions as are set forth in the Seller Response shall be an additional Seller covenant and also a condition precedent to Buyer's obligations to close. If the title report is re-issued or updated after the Buyer Objection Deadline, Buyer shall have the right to object (each, a "New Buyer Objection") to any additional matter disclosed or contained in any such re-issuance or update of the title report (each, a "New Title Document Matter").

If Seller is unwilling or unable to eliminate any such New Title Document Matter or to cure or otherwise address such New Title Document Matter to the satisfaction of Buyer (in Buyer's sole and absolute discretion) prior to the Closing Date, Buyer shall have the right either to (i) waive such New Title Document Matter and proceed to Closing, or (ii) terminate this Agreement and receive a return of all earnest money and the Extension Payment, if any, less any costs advanced or committed for Buyer (in addition to any other remedies as Buyer may have under

Buyer LRK

Seller _____

this Agreement if the New Title Document Matter was caused by a breach of a covenant or representation of Seller under this Agreement).

The owner's affidavit referenced in the second-to-last sentence, to be provided upon request of the Title Company, shall be the form attached hereto as Attachment B. If the Title Company is unwilling to insure on the basis of such form of owner's affidavit (either on the basis of standard coverage if Buyer elects not to purchase extended coverage, or on the basis of extended coverage if Buyer elects to purchase extended coverage) and Seller fails to provide to the Title Company a form of owner's affidavit acceptable to the Title Company, then Buyer shall have the right to terminate this Agreement, in which case the earnest money and the Extension Payment, if any, shall be refunded to Buyer.

Section 7 (Closing of Sale)

The initial sentence of Section 7 is deleted and replaced with the following:

This sale shall be closed ("Closing") by Fidelity National title ("Closing Agent") within 30 days of Buyer giving timely written notice to Seller that the feasibility contingency set forth in Section 5 is satisfied.

The penultimate sentence of Section 7 is modified to permit Buyer and Seller to provide their own escrow instructions to the Closing Agent in lieu of the Closing Agent's preprinted standard instructions.

Section 11 (Possession)

The following sentence is added to Section 11:

Prior to closing, Seller shall remove from the Property all equipment and other personal property that does not constitute fixtures as well as all scrap material and debris.

Section 15 (Condemnation and Casualty)

The second sentence of Section 15 is deleted and replaced with the following:

Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before Closing, or if, before Closing, condemnation proceedings are commenced, or either of the parties becomes aware that a governmental entity with powers of condemnation plans to commence condemnation proceedings, against all or a portion of the Property.

Section 18 (Notices and Computation of Time)

Buyer LTK

Seller _____

Notices to Seller will be effective only if such notices are delivered to Seller at the address, fax number or email indicated in Section 28 and to G. Richard Hill, McCullough, Hill Leary, P.S., 701 Fifth Avenue, Suite 6600, Seattle, WA 98104, facsimile 206-812-3389., or rich@mhseattle.com.

Section 22a (Complete Agreement)

Section 22a is deleted in its entirety and replaced with the following:

Complete Agreement; Modification. This Agreement and any addenda and exhibits hereto state the entire understanding of Buyer and Seller regarding the sale of the Property, supersede all prior discussions and agreements, and may not be modified, amended, assigned or otherwise changed in any manner except by written instrument executed by both parties thereto.

Section 23 (Acceptance; Counteroffers)

Section 23 is deleted in its entirety and replaced with the following:

Mutual Acceptance; Board Approval. "Mutual Acceptance" shall occur when both parties have executed the Agreement and this Addendum. The Agreement (and this Addendum) shall be null and void and Buyer shall receive a refund of the earnest money unless Buyer shall, on or before the date that is ninety (90) days following Mutual Acceptance, notify Seller in writing that the Board of Directors of Buyer has adopted a resolution approving the transaction contemplated by the Agreement and this Addendum.

Section 26 (Seller's Acceptance and Brokerage Agreement)

The figure "\$160,000.00" is substituted for the figure "\$4,000,000.00" in each of the two instances where it appears in Section 26.

New Section. The following new section is hereby added to the Agreement:

Survival All provisions of this Agreement that provide for any performance following the Closing, or that reasonably should be construed to apply following Closing, shall survive the Closing.

Buyer LTA

Seller _____

Attachments to Addendum:

- A Additional Documents
- B Owner's Affidavit

EXECUTED by the parties as of the dates set forth below.

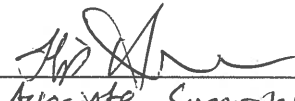
Seller:

Buyer:

Receiver for Joseph Andersson

Seattle School District No. 1

By: _____
Craig Mungas

By:  _____
Its: Associate Superintendent

Dated signed: _____

Dated signed: 10/9/17

Buyer LTA

Seller _____

Attachment A

DUE DILIGENCE MATERIALS

1. Tenant Information:

- (a) Leases/Amendments/subleases/lease proposals
- (b) List of security deposits/prepayments
- (c) Rent delinquencies
- (d) Leasing status report

2. Operating Information:

- (a) Contracts regarding property (service contracts, parking contracts, construction and architect contracts, management contracts, etc.)
- (b) Real estate tax bills and assessments and documents pertaining to any prior or pending appeal of taxes or assessments

3. Property and Building Information:

- (a) Plans and Specifications
- (b) Prior title work (title policies and commitments and all instruments affecting title)
- (c) Prior surveys, subdivisions, site plans, etc.
- (d) Existing engineering reports
- (e) Existing environmental reports (including Phase 1 and Phase 2 studies and asbestos/hazardous building survey reports)
- (f) Other existing property reports (geotechnical, soils, and/or seismic), including reports characterizing fill on the property its nature and elevation/thickness)
- (g) Existing property inspection reports (including but not limited to seismic, structural, ADA)
- (h) Copies of warranties
- (i) Insurance policies and claims
- (j) Governmental permits, licenses or other authorizations, all documents with respect to any pending applications for any governmental permits, licenses, or

Buyer LK

Seller _____

other authorizations, all documents reflecting any denial of any past application for any governmental permit, license, or other authorizations, and all documents relating to any alleged violation of conditions or requirements of any governmental permit, license, or other

- (k) Certificates of Occupancy
- (l) All agreements, notices and correspondence from/with governmental or quasi-governmental entities or agencies, including without limitation the USEPA, the Washington State Department of Ecology, the Washington State Department of Natural Resources, the City of Seattle, and King County.
- (m) Litigation (copies of relevant documents, status summary), including proceedings for appointment of receiver for the Property

Buyer LTH

Seller _____

Attachment B

OWNER'S AFFIDAVIT

The undersigned hereby certifies/certify to **Fidelity National Title Insurance Company, Inc.** ("Title Company"), as follows:

1. (herein referred to as "Owner") owns fee simple title to that certain real property (the "Property – Exhibit A"), located in King County, Washington, and identified as the land to be insured under commitment no. (the "Commitment"), issued by the Title Company.
2. Owner is duly organized and validly existing under the laws of the State of Washington, and is in good standing to do business in the state where the Property is located. Owner has taken all necessary action, and has full power and authority to execute and deliver this Certificate and all of the instruments that are to be recorded and insured in connection with the transaction contemplated under the Commitment.
3. Except as disclosed by the Commitment, there are no leases, tenancies, or any claims or interests based on possession of the Property, except those listed below or set forth on the attached rent roll:
 - A)
 - B)
 - C)
4. Except as disclosed by the Commitment, there are no rights of first refusal or options to purchase the Property, or any part thereof or interest therein, except:

If none, check here
5. Except as disclosed by the Commitment, there are no deeds, mortgages (or other security interests), easements, contracts, covenants, or servitudes affecting the Property or any part thereof or interest therein, except:

If none, check here
6. No labor or materials have been furnished to the Property for improvements authorized or contracted for by or on behalf of Owner within the last 120 days, nor have any contracts been entered into for such improvements, except:

If none, check here
7. Except as disclosed by the Commitment: (i) there are no taxes or assessments which are not now payable but which could become a lien on the Property; (ii) there are no proceedings currently pending by a public agency which may result in the imposition of such taxes or assessments; and (iii) the Owner has not received notice of the commencement of any such proceedings.

Buyer LTK

Seller _____

8. Except as disclosed by the Commitment, each property is owned and operated in compliance with all applicable zoning codes and ordinances.
9. The corners and boundary lines of the Property are established, and there are no disputes or third party claims with respect to the location of such corners and boundary lines.
10. There are no defects, liens, encumbrances, adverse rights, claims, interests, or other matters created, suffered or permitted by Owner which affect the Property, and which could become a lien or attach to the Property after the effective date of the Commitment, but prior to the date the proposed insured will acquire, for value, the estate or interest to be insured under the Commitment.
11. All service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal, or other utilities which are due or which accrue before the day of closing will be paid by Seller directly either at the closing or upon subsequent notification by the Purchaser.
12. To the best of the Owner's knowledge, the following utilities or services are available to the Property:

- | | | |
|---|--|---|
| <input type="checkbox"/> Water service | <input type="checkbox"/> Natural gas service | <input type="checkbox"/> Telephone service |
| <input type="checkbox"/> Electrical power service | <input type="checkbox"/> Sanitary sewer | <input type="checkbox"/> Storm water drainage |

The undersigned executes and delivers this Certification on behalf of Owner for the purpose of inducing the Title Company to issue a title insurance policy on the day of closing in conformance with the Commitment. Owner agrees to indemnify, defend and hold the Title Company harmless from and against any loss or liability it may suffer or incur under any title insurance policies issued in reliance upon this Certificate and which loss or liability results from the inaccuracy of any of the representations made herein.

DATED: _____, 2016

By: _____
(please print name here)

Its: _____

Buyer LIA

Seller _____

EXHIBIT A

PARCEL A:

THAT PORTION OF TRACTS 98, 99 AND 100, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON;

EXCEPT A PORTION NORTHEASTERLY OF A LINE RUNNING FROM THE NORTHWEST CORNER OF TRACT 98 TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 100, A DISTANCE 150 FEET, SOUTHWESTERLY FROM THE SOUTHEAST CORNER THEREOF;

AND EXCEPT THAT PORTION OF TRACT 98, 99 AND 100, WHICH LIES SOUTHWESTERLY OF A LINE WHICH IS 75 FEET NORTHEASTERLY AND PARALLEL TO THE NORTHEASTERLY RIGHT OF WAY MARGIN OF THE BEACON COAL MINE ROAD AS MEASURED AT ANGLES TO SAID MARGIN;

TOGETHER WITH A PARCEL OF LAND SITUATE IN THE NORTH HALF OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. BEING PORTIONS OF TRACTS 93 THROUGH 102, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF TRACT 81 OF SAID ADDITION, WHICH CORNER IS ON THE NORTH LINE OF SAID SECTION 14 APPROXIMATELY 990 FEET WESTERLY FROM THE NORTH QUARTER CORNER OF SAID SECTION;

THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID TRACT 81, 39.85 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD, SAID POINT BEING 30.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID ROAD;

THENCE SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 144.43 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY;

THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 988.67 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;

THENCE CONTINUING SOUTHEASTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 236.89 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY LINE OF TRACT 92 OF SAID ADDITION, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE, 75.0 FEET, TO A POINT THAT IS 105.0 FEET DISTANT NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF BEACON COAL MINE ROAD;

THENCE SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 603.74 FEET, MORE OR LESS, TO AN ANGLE POINT;

THENCE CONTINUING SOUTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 365.58 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE C.E. BROWNELL DONATION LAND CLAIM;

THENCE WESTERLY, ALONG SAID NORTH LINE OF SAID DONATION LAND CLAIM, 140.49 FEET, MORE OR LESS, TO A POINT ON SAID NORTHEASTERLY RIGHT OF WAY LINE OF BEACON COAL MINE ROAD;

THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 254.16 FEET, MORE OR LESS, TO AN ANGLE POINT IN SAID RIGHT OF WAY LINE;

THENCE CONTINUING NORTHWESTERLY, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 615.38 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL B:

THAT PORTION OF TRACTS 98, 99, 100, 101 AND 102, SECOND ADDITION EAST RIVERTON

Buyer LTA

Seller _____

GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY MARGIN OF PRIMARY STATE HIGHWAY NO. 2 "EMPIRE WAY SOUTH" AND THE EASTERLY LINE OF SAID TRACT 99;
THENCE SOUTHERLY ALONG THE EASTERLY LINES OF TRACTS 99, 100, 101 AND 102 TO THE SOUTHEAST CORNER OF SAID TRACT 102;
THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT 102 TO AN INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 75 FEET NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY MARGIN OF BEACON COAL MINE ROAD MEASURED AT RIGHT ANGLES TO SAID MARGIN;
THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID TRACT 101;
THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO A POINT 150 FEET FROM THE MOST NORTHERLY CORNER OF SAID TRACT 101;
THENCE IN A STRAIGHT LINE TO A CORNER OF SAID TRACT 98, BEING THE INTERSECTION OF THE NORTHWESTERLY LINE AND THE NORTH LINE OF SAID TRACT 98;
THENCE EASTERLY ALONG SAID NORTH LINE TO AN INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF SAID STATE HIGHWAY;
THENCE SOUTHEASTERLY ALONG SAID MARGIN TO THE POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF TRACTS 108 AND 114, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL D:

NORTH 65 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL E:

THE SOUTH 35 FEET OF LOT 107, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF SR 900 ALSO KNOWN AS STATE ROAD NO 2.

PARCEL F:

THAT PORTION OF LOT 106, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, IN KING COUNTY, WASHINGTON, LYING SOUTHWESTERLY OF STATE ROAD NO 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 2455528;
ALSO THE WEST 200 FEET OF LOT 105;
THE WEST 200 FEET OF LOT 104;
AND THE WEST 250 FEET OF LOT 103, ALL IN SAID PLAT OF SECOND ADDITION TO EAST RIVERTON GARDEN TRACTS.

PARCEL G:

THAT PORTION OF TRACTS 103, 104 and 105, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 79, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

Buyer LJA

Seller _____

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 103;
THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 103 TO THE SOUTHWESTERLY
LINE OF STATE ROAD NO. 2, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED
RECORDED UNDER RECORDING NO. 2455528;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE TO THE NORTH LINE OF
SAID LOT 105;
THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 200 FEET OF
SAID LOT 105;
THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST 200.00 FEET TO SAID LOT 105
AND LOT 104 TO THE NORTH LINE OF SAID LOT 103;
THENCE EASTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST 250.00 FEET
TO SAID LOT 103;
THENCE SOUTHERLY ALONG SAID LAST MENTIONED EAST LINE TO THE SOUTH LINE OF SAID
LOT 103;
THENCE EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL H:

THAT PORTION LYING SOUTHWESTERLY OF STATE HIGHWAY NO. 2 OF THE FOLLOWING
DESCRIBED TRACT:
THE WEST HALF OF GOVERNMENT LOT 17, SECTION 14, TOWNSHIP 23 NORTH, RANGE 4
EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THE WEST 165.27 FEET LYING NORTHEASTERLY OF STATE HIGHWAY NO. 2; AND
EXCEPT STATE HIGHWAY NO. 2; AND
EXCEPT COUNTY ROAD.

PARCEL I:

THAT PORTION OF THE DONATION LAND CLAIM OF C.L. BROWNELL, DESIGNATED AS CLAIM
NO. 41 AND BEING PARTS OF SECTION 13 AND 14, TOWNSHIP 23 NORTH, RANGE 4 EAST,
W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE IRON PIPE ON THE NORTH LINE OF SAID DONATION CLAIM AT A POINT
3735.56 FEET WEST OF THE NORTHEAST CORNER THEREOF (THE SAID NORTH LINE BEING
ASSUMED TO BE EXACTLY EAST AND WEST);
THENCE SOUTH 0°01'50" WEST 100 FEET TO A SECOND IRON PIPE;
THENCE SOUTH 0°01'50" WEST 80 FEET TO THE NORTH LINE OF A TRACT DESCRIBED IN
COUNTY TREASURER'S DEED NO. 34588 RECORDED JANUARY 13, 1953 UNDER AUDITOR'S
FILE NO. 4306427;
THENCE 81°32'30" WEST TO THE NORTHEAST MARGIN OF PRESENT BEACON COAL MINE
COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID NORTHEAST MARGIN TO SAID NORTH LINE OF
DONATION CLAIM;
THENCE EAST ALONG SAID NORTH LINE 605 FEET MORE OR LESS TO THE POINT OF
BEGINNING.

PARCEL J:

A TRACT OF LAND SITUATED IN THE C.E. BROWNELL DONATION CLAIM NO. 41, KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH SEATTLE GARDENS,
ACCORDING TO THE PLAT RECORDED IN VOLUME 19 OF PLATS, PAGE 17, IN KING COUNTY,
WASHINGTON;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF
THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 413.81 FEET TO THE TRUE

Buyer LVA

Seller _____

POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET;
THENCE NORTH 8°59'30" WEST 62 FEET TO THE MOST NORTHERLY CORNER OF A TRACT OF LAND DESCRIBED IN INSTRUMENT RECORDED UNDER RECORDING NO. 5057187;
THENCE SOUTH 67°36'00" EAST 112.33 FEET TO AN INTERSECTION WITH THE BOUNDARY OF PRIMARY STATE HIGHWAY NO. 2;
THENCE NORTH 22°24'00" EAST, 10 FEET TO AN INTERNAL ANGLE POINT IN THE SOUTHWESTERLY BOUNDARY OF SAID STATE HIGHWAY;
THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY BOUNDARY TO THE NORTH LINE OF SAID C.E. BROWNELL DONATION CLAIM;
THENCE WESTERLY ALONG SAID NORTH LINE TO A POINT WHICH IS 3,735.56 FEET WEST OF THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 0°01'50" WEST 180 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 81°32'30" WEST OF THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST TO THE TRUE POINT OF BEGINNING.

PARCEL K:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING THE SOUTHWEST CORNER OF SOUTH SEATTLE GARDENS;
THENCE SOUTH 0°43'35" WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER 413.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 81°32'30" EAST 336.93 FEET TO THE NORTHEAST CORNER;
THENCE SOUTH 08°27'30" EAST 300 FEET TO THE SOUTHEAST CORNER;
THENCE SOUTH 81°32'30" WEST 450 FEET;
THENCE NORTH 32°28'40" WEST 147.85 FEET;
THENCE NORTH 79°19'50" WEST 177.79 FEET;
THENCE NORTH 52°45'50" WEST 149.26 FEET TO THE NORTHWEST CORNER;
THENCE NORTH 81°32'30" EAST 445.4 FEET TO THE BEGINNING.
BEING IN CHARLES E. BROWNELL DONATION CLAIM NUMBER 41.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

Parcel L:

That portion of Lot 115, SECOND ADDITION EAST RIVERTON GARDEN TRACTS, according to the plat thereof recorded in Volume 12 of Plats, Page 79, records of King County, Washington, described as follows:

Beginning at the Southeast corner of said Lot 115;
Thence North 0°23 East, along the East line thereof, 77.70 feet to the Southwest margin of Martin Luther King Jr. Way;
Thence North 41°06'30" West, along said margin, 7.00 feet;
Thence South 51°16'15" West, 32.00 feet;
Thence South 11°40'36" West 64.00 feet to the South line of said Lot 115;
Thence South 89°37' East, along said south line 42.00 feet to the Point of Beginning, as contained in the King County Boundary Line Adjustment number L93L0034, recorded under Recording No. 9305059001, records of King County, Washington.
Situate in the County of King, State of Washington

Buyer LJK

Seller _____

Environmental Site Assessment Phase 1

(5)

COLE

Geotechnical and Environmental Services

12427 NE 141st Way
Kirkland WA 98034
(425) 821-5207

**PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
INDUSTRIAL PROPERTY
13001 MARTIN LUTHER KING WAY SOUTH
SEATTLE, WASHINGTON**

By
John F. Cole

April 19, 2002

**PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
INDUSTRIAL PROPERTY
13001 MARTIN LUTHER KING WAY SOUTH
SEATTLE, WASHINGTON**

TABLE OF CONTENTS

- 1.0 EXECUTIVE SUMMARY**
- 2.0 INTRODUCTION**
 - 2.1 Purpose and Scope of Work**
 - 2.2 Special Conditions, Limitations, and Exceptions**
 - 2.3 Previous Environmental and Geotechnical Investigations**
- 3.0 SITE DESCRIPTION AND SITE RECONNAISSANCE**
 - 3.1 Location and Legal Description**
 - 3.2 Site and Vicinity Characteristics**
 - 3.3 Hazardous Materials**
 - 3.4 Other Conditions of Concern**
- 4.0 ENVIRONMENTAL SETTING**
 - 4.1 Regional Physiographic Conditions**
 - 4.2 Soil and Geologic Conditions**
 - 4.3 Hydrogeologic Conditions**
 - 4.4 Assumptions and Opinions of Contaminant Mobility-Site Vulnerability**
- 5.0 RECORDS REVIEW**
 - 5.1 Federal Records Sources**
 - 5.2 State Records Sources**
 - 5.3 Local Agency Sources**
- 6.0 HISTORICAL USE INFORMATION**
 - 6.1 Aerial Photographs**
 - 6.2 Historic Maps and Archive Data**
- 7.0 USER PROVIDED INFORMATION**

8.0 RESULTS OF INVESTIGATION

8.1 Asbestos Containing Materials

8.2 PCBs

8.3 Lead-Based Paint

9.0 CONCLUSIONS

10.0 RECOMMENDATIONS

11.0 LIMITATIONS

12.0 REFERENCES

13.0 QUALIFICATIONS of RESPONSIBLE ENVIRONMENTAL PROFESSIONAL

14.0 APPENDICES

14.1 Physical Setting Source Map

14.2 Overview Map

14.3 Detail Map

14.4 Site Plan

14.5 Site Photos

14.6 Environmental Data Resources, Inc. Report

**PHASE 1 ENVIRONMENTAL SITE ASSESSMENT
INDUSTRIAL PROPERTY
13001 MARTIN LUTHER KING WAY SOUTH
SEATTLE, WASHINGTON**

1.0 EXECUTIVE SUMMARY

The site consists of several parcels of property totaling about 6.6 acres. The property is located at 13001 Martin Luther King Way South in unincorporated King County, Washington. The site is currently being used to recycle concrete rubble from demolished structures. No land use changes are proposed for this site.

There is a mobile home office, a steel frame shop building, a crusher with conveyors, and large stockpiles of concrete, bricks, and solid waste on the site. Historically, the site was mostly an undeveloped hillside sloping to the southwest. The current structures and stockpiles are founded on concrete rubble fill placed on that slope and the narrow strip along Martin Luther King Way South. Native soils consist of sandstone bedrock with a weathered surface.

This assessment revealed no evidence of serious "recognized environmental conditions" in connection with the property. Normal conditions exist to support the industrial nature for the use of the property. There is a large above-ground storage tank (AST) for equipment fuel, another AST to fuel the generator for the crusher, and new and waste oil tanks and containers in the shop. A discussion of the scope of our work, our site observations, and our conclusions are contained in the following report.

2.0 INTRODUCTION

This report presents the results of our Phase 1 Environmental Site Assessment of the Building Busters, Incorporated concrete recycling site located at 13001 Martin Luther King Way South in unincorporated King County, Washington. The neighborhood has mixed commercial, industrial, and residential use.

2.1 Purpose And Scope Of Work

The purpose of an environmental assessment is to satisfy one of the requirements to qualify for the innocent landowner defense in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA): that is, to make "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice."

Our scope of work and the limitations of our study are consistent with the recently released American Society of Testing and Materials (ASTM) Designation E 1527-00, "Standard Practice for Environmental Site Assessments: Phase 1 Environmental Assessment Process." The objective of a Phase 1 assessment is to minimize potential future liability for environmental problems by demonstrating that at the time this report was prepared, the owner, holder, or buyer had no knowledge or reason to know that any hazardous substance had been released or disposed of on, in, or at the property. An additional objective of the Phase 1 assessment is to identify potential contamination sources.

The goal of the processes established by the ASTM is to identify recognized environmental conditions. The term "recognized environmental conditions" means the presence, or likely presence, of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or the material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, ground water, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with law. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of the appropriate governmental agencies.

Our study included:

A review of the chronology of ownership and site history, using county assessor records, title company documents, interviews with individuals familiar with the subject property, and aerial photography as primary resources. An attempt was made to identify possible former industries or uses presenting some probability of generating waste, which may have included dangerous or hazardous substances, as defined by state and federal laws and regulations.

A reconnaissance of the property to look for evidence of potential contamination in the form of soil stains, odors, vegetation stress, discarded drums, or discolored water.

The acquisition and review of available reports and other documentation pertaining to the subject property or nearby sites.

A review of King County Health Department documents pertaining to current and abandoned landfills, together with a review of the statewide municipal solid waste listings published by the Washington Department of Ecology (WDOE).

A review of the current WDOE listing of underground storage tanks (USTs), together with the current WDOE Leaking Underground Storage Tank listing for USTs in the vicinity of the property.

A review of the Emergency Response Notification System (ERNS) listings.

A review of the current WDOE Confirmed and Suspected Contaminated Sites (C&SCS) Report of sites that have been the subject of hazardous waste investigation or cleanup activity in conjunction with the Model Toxics Control Act (MTCA), Chapter 173-340, Washington Administrative Code.

A review of the EPA's Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS) list of sites that are potentially contaminated. This list includes National Priority List (NPL) sites. We also reviewed the Facility Index System (FINDS) Database for Resource Conservation and Recovery Act (RCRA) generator sites and treatment, storage, and disposal (TSD) facilities. We also reviewed the RCRA Notifiers list and the enforcement and compliance monitoring list.

2.2 Special Conditions, Limitations, and Exceptions

The scope of work for our review of this site did not include the examination, sampling or analysis of subsurface soil or groundwater for potential contaminants.

Our level of effort regarding the identification of asbestos and lead-based paint should be considered a visual reconnaissance for suspect materials and should not be confused with an asbestos or lead-based paint survey where samples are analyzed.

If any new information is developed in future site work, through excavations, borings, or studies, we should be given the opportunity to review the findings and reevaluate the conclusions of this report, providing amendments if required.

2.3 Previous Environmental and Geotechnical Investigations

Dale Hemphill CE performed a geotechnical study and analysis for the site titled *Slope Stabilization and Gully Fill*, dated January 1, 1986. This study was conducted after a landslide occurred on the property. The report outlined reclamation of the landslide area and procedures to maintain the stability of the site and its fill slopes.

3.0 SITE DESCRIPTION AND SITE RECONNAISSANCE

3.1 Location and Legal Description

The site is on the southwest side of Martin Luther King Way South and is composed of several parcels of property in the East Riverton Garden Tracts, Second edition. The general location of the site is illustrated on the Vicinity Map, Plate 1.

The short legal description of the property is as follows: Northeast 1/4 of section 14 Township 23 north, Range 4 east of the Willamette Meridian in King County, Washington.

3.2 Site and Vicinity Characteristics

The site was visited on April 8, 2002 to observe on-site conditions and land use practices in the surrounding area.

Land use in the immediate vicinity is characterized by commercial development along Martin Luther Way to the north, residential neighborhoods to the east, and industrial property to the south and west. More specifically, the property is bordered as follows:

North: A 54 unit mobile home court adjacent to commercial development along Martin Luther King Way South.

East: Five lanes of Martin Luther King Way and residential neighborhoods.

South: A former gasoline service station and auto wrecking yard.

West: Railroad property and tracks adjacent to industrial property.

The topography of the site is a steep slope to the southwest. Based upon local drainage patterns and upon review of U.S. Geological Survey maps of the area, it is likely that the flow of surface, or shallow-seated subsurface, water across the property would be from the Northeast toward the Southwest into the Green River and Elliot Bay of Puget Sound.

3.2.1 Site Improvements

Current Uses of Site and Adjoining Properties

The site currently is used to recycle concrete rubble from demolished structures. It contains a mobile home office, steel-frame shop, concrete crusher, and large stockpiles of concrete rubble, bricks, and general trash. Adjacent property to the south and west contains an auto wrecking yard and parking storage for used trucks and heavy construction equipment. Residential properties are located adjacent to the north and across Martin Luther King Way to the east.

The potable water and storm and sanitary sewer services for the site are provided by the City of Seattle and King County. A 36-inch storm line crosses the south side of the concrete recycling site. There are no active potable water wells within 1/2 mile of the subject property.

At the time of our visit, no stains, odors, or unusual vegetative conditions that might indicate the potential presence of hazardous contamination were observed on the site, other than minor surface spills at the two ASTs and the shop and compressor room floors

Building Materials

At the time of our visit, we noted the interior and exterior finish materials for the buildings.

Exterior The office is a standard manufactured mobile home with aluminum siding.

The shop is steel-framed and sided.

Interior The office has painted plasterboard or wood paneled walls, suspended ceiling with cellulose panels, and vinyl flooring.

The shop has steel walls and a concrete slab floor.

3.3 HAZARDOUS MATERIALS

Hazardous Substances with Identified Uses

There were no hazardous substances other than petroleum products and minor amounts of cleaning materials observed on the site.

Hazardous Substances and Unidentified Containers

There were no unidentified containers observed on the site.

3.3.1 Storage Tanks and Containers

There were no underground storage tanks observed on the property. There are two above ground storage tanks (ASTs). One is used to fuel the generator for the crusher. The other is used to fuel trucks and site equipment. A third tank is located near the crusher and is used to store water for use in processing materials. A fourth tank is stored near the crusher. This tank is empty and for sale. The shop has a storage tank for new oil and one for used oil. Additional barrels and 5 gallon cans of lubricants and hydraulic oil are stored inside the shop and in a side room containing the air compressor. Some oil was observed on the floor of both the shop and compressor room. Floor drains and catch basins in the shop area are connected to an oil-water separator located west of the shop. This separator is pumped out on a regular basis several times a year.

3.3.2 PCBs

Prior to 1979, polychlorinated biphenyls (PCBs) were widely used in electrical equipment, such as transformers, capacitors, switches, fluorescent light ballasts, and voltage regulators, owing to their excellent cooling properties. In 1976, the EPA initiated the regulation of PCBs through the Toxic Substances Control Act (TSCA). These regulations generally control the use, manufacture, storage, documentation, and disposal of PCBs. The EPA eventually banned PCB use in 1978, and the adoption of amendments to TSCA under Public Law 94-469 in 1979 prohibited any further manufacturing of PCBs in the United States.

Fluorescent light fixtures were observed in the mobile home office. There were no transformers on the property. Pole mounted transformers on the street are owned and operated by Seattle City Light and are clearly marked "No PCBs."

3.3.3 Asbestos-Containing Materials

At the time of our site visit, we reviewed the interior and exterior finish materials for asbestos-containing materials. Vinyl flooring that could potentially contain asbestos was observed in the mobile home office.

3.3.4 Waste Generation and Disposal

Solid waste consisting of wood and metal materials generated by the demolition process are contained in loads of concrete rubble sent to this site for recycling. The imported material is dumped and hand sorted before it is added to the stockpile for crushing. The pile of solid waste generated from this process is temporarily stored on the south side of the site. It is periodically sent to disposal at a demolition material landfill.

3.4 Other Conditions of Concern

Radon

Radon is a naturally occurring, highly mobile, chemically inert, radioactive gas created through the radioactive decay of uranium and thorium. The potential for the occurrence of radon varies widely and depends on: (1) the concentration of radioactive materials in the underlying bedrock, (2) the relative permeability of soils with respect to gases, and (3) the amount of fracturing or faulting in the surficial materials (EPA, 1987).

The EPA has established a concentration for radon of 4 pico-Curies per liter (pC/l) of air as a maximum permissible concentration "action level." According to some studies, the average concentration in homes across the United States is on the order of 1.4 pC/l.

Typically, the Puget Sound area of Washington is underlain by a consolidated thickness of glacial drift and rocks that do not contain radon-forming minerals. The Washington Department of Health, Division of Radiation Protection, published a study listing the King County average as 0.7pCi/l and the statewide average as 1.0 pCi/l. Based on this information, it is our opinion that the potential for elevated levels of radon at this site is low.

Lead-Based Paint

During the early to mid-1900s, paint containing 30 to 40 percent lead was commonly used on the interior and exterior surfaces of buildings. Exposure to particles of lead-based paint (LBP), either through inhalation or ingestion, has been found to cause a variety of adverse human health effects. Children are particularly sensitive to these effects, and chronic exposure to lead can cause learning difficulties, mental retardation, and delayed neurological and physical development. In 1977, the Consumer Products Safety Commission banned consumer use of paint products that contain lead in excess of 0.06 percent. The current LBP standard, as defined by the Lead-Based paint Poisoning Prevention Act and the Department of Housing and Community Development Act, Title 10, is any paint or other surface coating that contains lead in excess of 1.0 milligrams per centimeter squared or 0.5 percent by weight (5,000 parts per million).

No suspected areas of lead-based paint were observed on the site.

POWER TRANSMISSION LINES

There are no power transmission lines within 1/2 mile of the site.

WETLANDS

There are no mapped wetlands on this steeply sloping site.

4.0 ENVIRONMENTAL SETTING

The site is developed near the crest of a steep southwest facing slope with concrete rubble placed on the slope and in a gully.

4.1 Regional Physiographic Conditions

The greater region is within the Washington Puget Sound Lowland that has been dominated by glacial activity. The subject property is situated on a sandstone ridge uplifted by the east-west trending Seattle Fault and has been sculpted into a smoothly rolling drift plain that was formed during the last period of continental glaciation in this area. Immediate slopes from the subject site are toward the Southwest, toward the Green River. Approximate elevation of the site area is about 150 feet above sea level.

4.2 Soil and Geologic Conditions

The subject property is located in an area mapped as sandstone bedrock capped with Vashon Till. Till is a glacial deposit containing a mixture of gravel, sand, and fine-grained particles in a homogeneous formation that is typically poorly permeable and very dense from being compressed by thousands of feet of glacial ice. Where exposed, the sandstone bedrock is weathered to fine-grained silt/clay or sandy soils in the upper few feet. Most of the subject site is founded on concrete rubble fill that was placed on the existing slope and in a gully,

4.3 Hydrogeologic Conditions

The till and sandstone derived soils are poorly permeable. The concrete rubble is mixed with soil, and drainage within the fill would be expected to be highly variable. General surface and subsurface drainage is anticipated to flow Southwest from this site.

4.4 Assumptions and Opinion of Contaminant Mobility-Site Vulnerability

As discussed in the following Records Review section of this report, several sites are listed within the ASTM search distance from the subject property that generate waste, are considered contaminated, or have underground storage tanks. None of these listed sites is on adjacent property or within 200 feet of the subject property in an up gradient position. Based on the general environmental setting of the area, poor up gradient soil permeability, and distance from the listed sites, it is our professional opinion that the potential for water-borne contamination from any of these listed sites to affect the subject property is very low.

5.0 RECORDS REVIEW

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The search met the specific requirements of ASTM Standard Practice for Environmental Site Assessments, E-1527-94 updated to 2000 search parameters. The EDR reports are appended to this assessment.

5.1 Federal Records Sources

National Priority Sites

There are no listed National Priority sites within one mile of the subject property.

CERCLIS

A review of the EPA's CERCLIS listing, dated November 21, 2001, revealed no active sites within approximately one-half mile of the subject site that have been designated as potentially hazardous or eligible for participation in the Super Fund cleanup program.

One site, the Seattle Rendering Works, is located at 5795 South 130th Place, has been designated as a CERCLIS site that has been delisted with no further action planned.

ERNS

The property does not appear on the Emergency Response Notification System (ERNS) data base of spill response activities.

FINDS

Our review of the Facility Index System (FINDS) listing and the EPA's RCRA Notifiers list revealed no sites or businesses on the subject property or on adjacent properties that are regularly monitored by the EPA and the WDOE for their use or generation of hazardous substances as a normal part of their business activities. No treatment, storage, and disposal (TSD) facilities are located within one mile of the property.

Three small quantity generator sites are listed within about 1/4 mile. They are:

USDOG-DEA site at 13000 Martin Luther King Way South. A remediated drug lab.

Technical Research Co. at 13535 Monster Road South which deals with paints. It is located in the valley below the subject property.

Spider Staging Corp. at 13536 Beacon Coal Mine Road is also located in the valley below the site. They manufacture scaffolding for high rise buildings.

Only the Technical Research Co. has a history of any permit violations and that appears to have been lacking a disposal permit. All the sites are in current compliance.

5.2 State Records Sources

WDOE Underground Storage Tanks

Our review of the WDOE listing of underground storage tanks (USTs), dated March 13, 2002, revealed no registered USTs on, or adjacent to, the subject property.

Three UST sites are listed within about 1/4 mile of the subject property. They are:

- Exxon Station at 12911 Martin Luther King Way South. It is listed as having soil and groundwater contamination with remediation started in 1995.
- The Southland Corp. at 12848 Martin Luther King Way South is listed with three underground storage tanks (USTs). No contamination is identified with this site.
- Seattle Rendering Works at 5795 South 130th Place is listed with eight USTs and contaminated soil. A cleanup apparently has been started but the status has not been listed.

The potential for water-carried contamination to affect the subject property is considered to be very low. They are a significant distance away and are separated from the subject property by a low area containing south 130th Street.

WDOE Hazardous Site Listings

A review of the WDOE Confirmed & Suspected Contaminated Sites (C&SCS) report, dated December 26, 2001, revealed one site within 1/4 mile of the property that has been designated as a confirmed hazardous substance site. This site is Little Ethels Auto Wrecking at 13301 Martin Luther King Way and is listed with confirmed soil contamination from petroleum products, solvents, and metals. Groundwater contamination is suspected. This site is on the slope below and separated from the subject property by a gully. The potential contamination from this site to affect the subject property is considered to be very low.

Three sites are listed at over 1/2 mile from the subject property. They are either located in the valley below the subject property or east across the ridge from the subject property. The potential for affects to the subject property from these distant sites is considered to be very low.

5.3 Local Agency Sources

County Abandoned Landfill Records

A review of the King County Health Department records pertaining to current and abandoned landfills within the city suggested that no landfills are located within 1/2 mile of the property. A statewide listing of municipal solid waste facilities also does not record any landfills in this area.

6.0 HISTORICAL USE INFORMATION

The site appears to have been first developed about 1973. The neighborhood has remained residential from original development in the late 1940s.

Past Uses of Site and Adjoining Properties

Sources reviewed for information on site and area development and land use included historic aerial photography and resources at the King County Assessor's Office and the Puget Sound branch of the Washington State Archives.

6.1 Aerial Photographs

From a review of aerial photographs dated 1946, 1960, 1974, and 1992, it appears that the subject property was developed prior to the 1974 photo. Specific observations and interpretations made during our review of historic aerial photographs of the site and surrounding region are summarized below:

1946: The site was an undeveloped forest slope with a prominent drainage gully. The area contains scattered residences.

- 1960:** Very few changes. Slightly greater density of residential development.
- 1974:** More residential development. The site appears cleared.
- 1992:** The site slope and gully have been filled and the concrete stockpile exists.

6.2 Historical Maps and Archive Data

Review of Kroll Atlases and Sanborn Maps from the 1920s and 1930s all indicate no development on the site.

Information from the Washington State Archives indicates that the property was not developed prior to 1973-1974.

7.0 USER PROVIDED INFORMATION

An interview with Mr. Joseph Anderson, who has owned the property since 1973 revealed that when he bought the property, it was undeveloped. Adjacent parcels were added as they became available. According to Mr. Anderson, filling of the slope and gully on the property started in 1974 under a King County approved grading permit to fill with concrete demolition debris consisting of concrete rubble, asphalt, brick, and soil. In 1985 there was a landslide caused by water leaking from the potable water supply line to the 54 unit mobile home park to the north and west of the subject property. A geotechnical study of the slide and fill berm was conducted by Dale Hemphill CE. in January 1986. The site is being restored and stabilized under a renewable grading permit from King County. The slide debris were exported for disposal in appropriate land fills.

Mr. Anderson also stated that only nonorganic materials are put in the stockpile. Materials other than concrete and brick are segregated and exported to proper disposal on a periodic basis.

There is a 36-inch concrete storm water line that extends down the steep slope on the southern side of the subject site. According to Mr. Anderson, this line is installed in a bedrock trench down the slope with concrete placed around the pipe. He also said that the concrete pipe had no visible damage from the February 2001 earthquake when reviewed by a camera survey of the line.

8.0 RESULTS OF INVESTIGATION

We performed a Phase 1 Environmental Site Assessment, consistent with the scope and limitations of ASTM Designation E 1527-94, for the approximate 6.6 acre Building Busters, Incorporated concrete recycling site located at 13001 Martin Luther King Way South in unincorporated King County, Washington. This assessment revealed no evidence of serious recognized environmental conditions in connection with the property. Minor environmental concerns include surface stains in the soils at the two above ground storage tanks, oil on the shop and shed floors and potential PCB containing fluorescent light ballasts in the office.

8.1 Asbestos-Containing Materials

Based on the unknown construction of the mobile home office, all of the vinyl flooring materials and their mastic adhesives are considered to be suspect, though sampling and confirmation laboratory analyses were not performed. Asbestos also may be present in roofing materials.

Based on evaluation criteria outlined in the Asbestos Health Emergency response Act (AHERA), 40 CFR, Part 763, the suspect asbestos containing materials that we observed would be classified as non-friable and in generally good condition. In its current use and condition, it is our opinion that the potential asbestos in these materials presents a low threat to human health or the environment. The asbestos is not capable of a release unless disturbed by mechanical means.

8.2 PCBs

As previously noted, the potential exists for the presence of PCB-containing light ballasts in the mobile home office. In their current condition, the light ballasts do not pose a threat to human health or the environment. The only likely threat would come in the event that one of the sealed ballasts becomes ruptured.

8.3 Lead-Based Paint

No materials suspected of having lead-based paint were observed on the site at the time of our reconnaissance. Because of the nature of the demolition business, there is a potential for lead-based painted products to be imported to the site. If identified these products should be sent to proper disposal.

9.0 CONCLUSIONS

Only minor environmental concerns were found in connection with this industrial property. The oil stains around the two ASTs appear to be minor spills occurring during fueling and not caused by large releases. Oil observed on shop and storage area floors is routinely cleaned up in absorbent materials and sent to disposal.

The potential asbestos in flooring is not capable of a release unless disturbed by mechanical abrasion.

The light ballasts only pose a problem if the PCB oils leak out of the sealed ballast.

10.0 Recommendations

The suspect asbestos containing vinyl flooring materials should be tested prior to any mechanical disturbance caused by new construction or remodeling activities. Maintenance personnel and employees should be advised of the potential presence of asbestos to avoid exposure during their normal activities.

When removing or replacing bulbs, the light ballasts should be checked for labeling addressing PCB content. If there is no indication of PCB content, the ballasts should be assumed to contain PCBs, requiring proper handling and disposal.

Housekeeping could be improved in the shop and the storage area containing the air compressor to minimize oil or hydraulic fluid spills on the floor.

11.0 Limitations

This report has been prepared for the exclusive use of Joseph Anderson and his representatives for specific application to this site. This work was performed in a manner consistent with that level of care and skill normally exercised by members of the environmental science profession currently practicing under similar conditions in the area.

The level of effort regarding the identification of potential asbestos-containing materials (ACMs) and lead-based paint (LBP) should be considered a reconnaissance and should not be confused with an asbestos or lead survey. The scope of work for our review of this site did not include the examination, sampling, or analysis of subsurface soils or groundwater on the site. The actual condition of subsurface soil or groundwater is not discernible solely on the basis of surficial evidence.

If new information is developed in future site work, which may include excavations, borings, or studies, we should be given the opportunity to review the findings, reevaluate the conclusions of this report, and provide amendments as required.

We appreciate the opportunity to be of service on this project. If you have any questions, or if we may be of further service, please do not hesitate to contact us.

Respectfully submitted,



John F. Cole
Principal

REFERENCES

Division of Radiation Protection, Department of Health, State of Washington.
Radiation Fact Sheet.

King County Health Department. Abandoned Landfill Toxicity/Hazard
Assessment Project. 1986.

U.S. EPA Region 10 lists include:

ERNS list for King County. August 8, 2000.

Facility Index System Database. October 20, 2001.

Facility Index System Database of Notifiers. October 20, 2001.

Facility Index System Database of Violations and Enforcements.
October 20, 2001.

Super Fund Program, CERCLIS. November 20, 2001.

Walker and Associates. Historic aerial photography. Tukwila, Washington.

Washington Department of Ecology lists include:

Leaking Underground Storage Tank listing. March 13, 2002.

Municipal Solid Waste Landfills. October 1, 1996.

Toxic Cleanup Program Site Information System of Confirmed and
Suspected Contaminated Sites. January 21, 2001.

Underground Storage Tank listing. March 13, 2002.

JOHN F. COLE

ENGINEERING/ENVIRONMENTAL GEOLOGIST

12427 NE 141st Way

Kirkland, WA 98034

Phone/FAX 425/821-5207

EDUCATION

University of Oregon - B.S. Geology

Michigan Technological University - M.S. Geology

REGISTRATION

California: Geologist,
Oregon: Engineering Geologist
Washington: Underground Storage Tank Site Assessor

PROFESSIONAL HISTORY

- Cole Geotechnical and Environmental Services, Kirkland, WA 1996 - Present
Principal
- Geotech Consultants, Inc., Bellevue, WA 1988 - 1996
Project Manager
- Earth Consultants, Inc., Bellevue, WA 1983 - 1988
Engineering Geologist
- Converse Consultants, Seattle, WA 1978 - 1983
- Golder Associates, Bellevue, WA 1976 - 1978

REPRESENTATIVE EXPERIENCE

As principal in own consulting practice, involved in environmental studies including the preparation of Phase I environmental audits, soil, and groundwater site assessments around underground storage tanks, and the investigation and cleanup of contaminated sites. At Geotech Consultants, Inc., was also responsible for quality control and supervision of all environmental projects from 1992 through February, 1996. Geotechnically, investigated building foundation conditions including steep slopes, landslides, land use studies, and observed deep piling foundation construction (shoring, wood piles, pipe piles, open-hole piers, and augercast piles).

Responsible for dam site exploration and hydrological analysis, reservoir groundwater studies, sedimentation studies, and safety analysis of existing dams. Other project experience includes slope stability analysis in both soil and rock, stream and lake restoration, coal mine waste disposal and concrete aggregate exploration. Also helped develop geotechnical site selection criteria for the disposal of high-level nuclear waste.



Site in 1996.

COLE

Geotechnical and Environmental Services

PHOTO PAGE
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON

Job No.:

Date:

Plate:



Site in 1998.

COLE
Geotechnical and Environmental Services

PHOTO PAGE
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON

Job No.:

Date:

Plate:



Current site stockpile from east side.



Site fill berm from westp.

COLE
Geotechnical and Environmental Services

PHOTO PAGE
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON

Job No.:

Date:

Plate:



Stockpile rubble materials.



Solid waste storage berm soon to be exported.

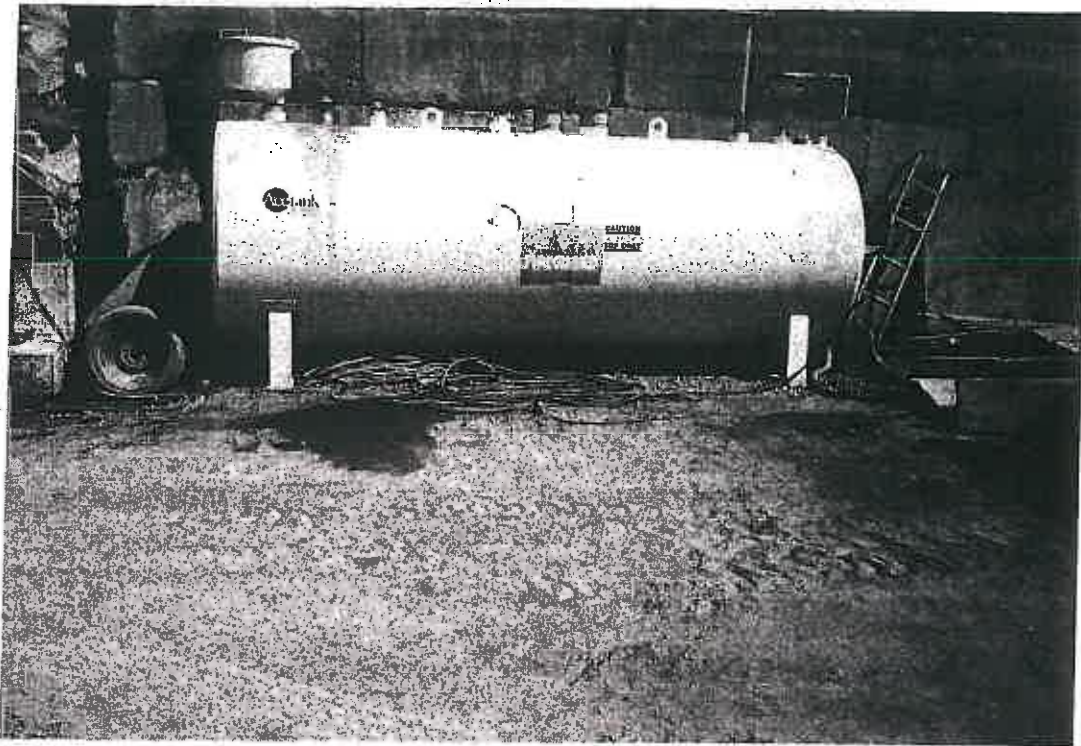
COLE
Geotechnical and Environmental Services

PHOTO PAGE
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON

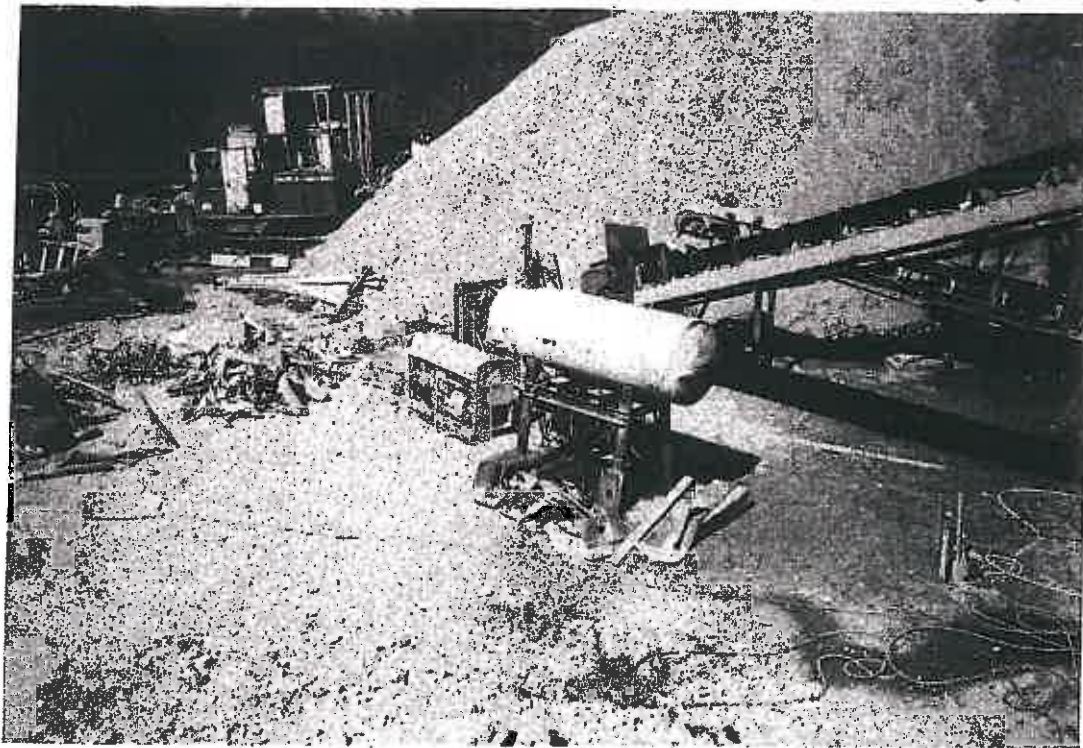
Job No.:

Date:

Photo:



Storage tank to fuel equipment in NE part of property. Stains at fueling spots.



Storage tank to fuel generator for crusher. Stains under tank.

COLE
Geotechnical and Environmental Services

PHOTO PAGE
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON

Job No.:

Date:

Photo:



Water tank for crusher.



Empty tank for sale.

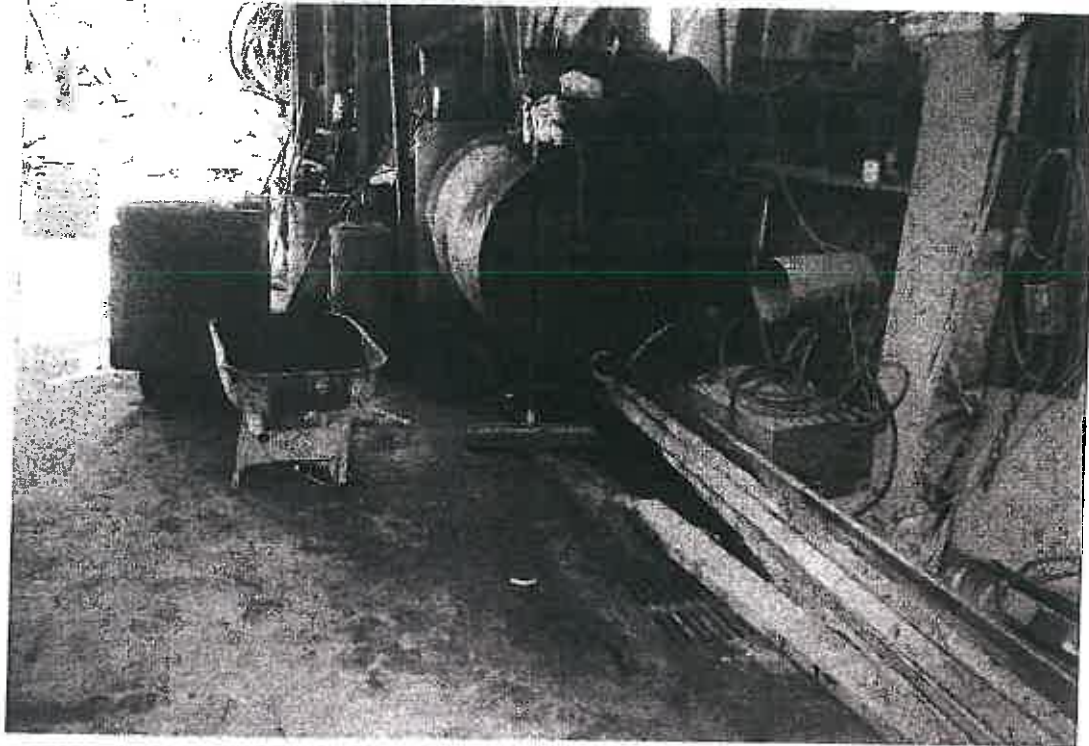
COLE
Geotechnical and Environmental Services

PHOTO PAGE
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON

Job No.:

Date:

Plate:



New and used oil tanks in shop. CB drains to oil-water separator.



Cans and hydraulic oil storage in compressor room beside shop.

COLE
Geotechnical and Environmental Services

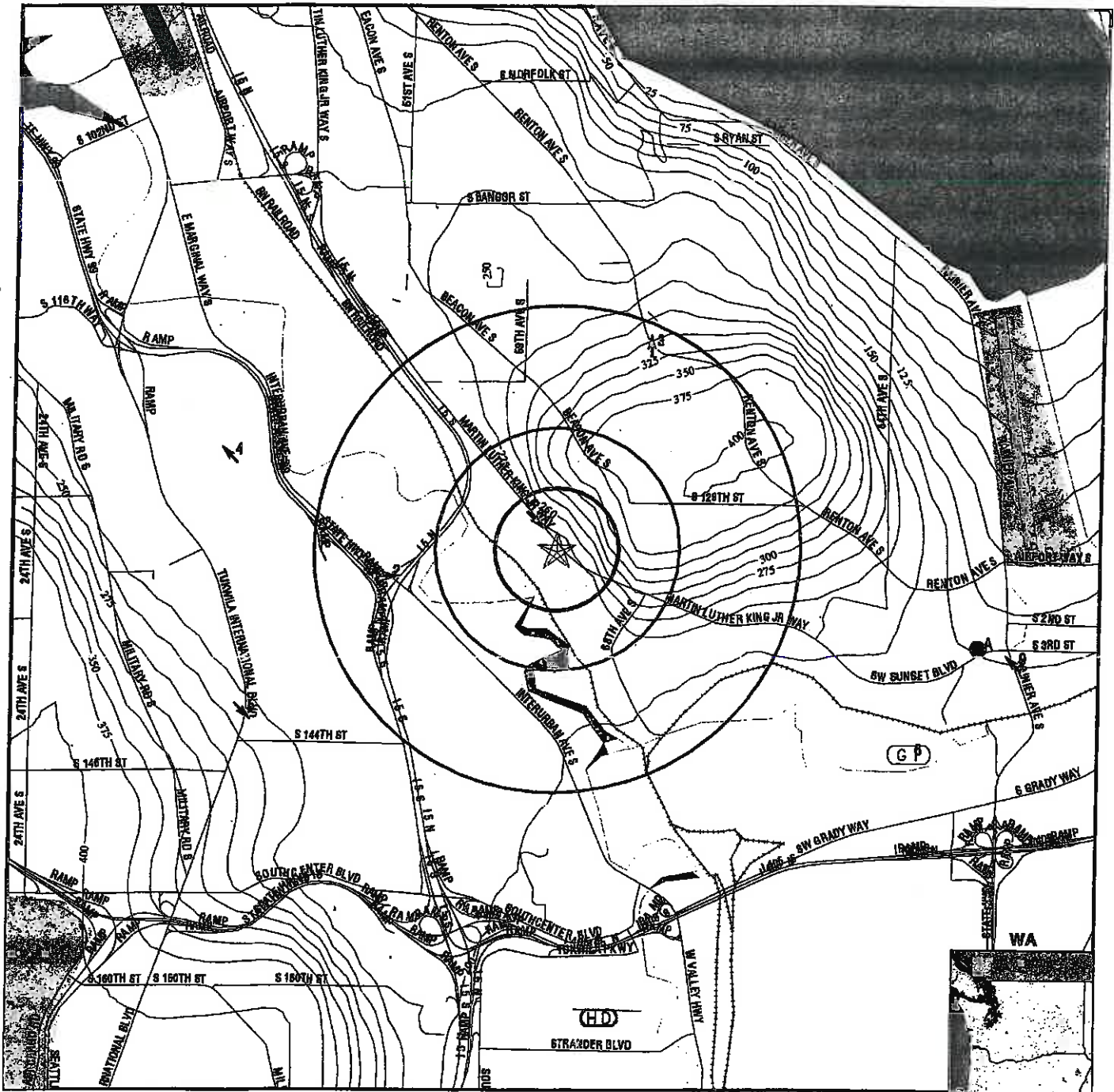
PHOTO PAGE
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON

Job No.:

Date:

Plate:

PHYSICAL SETTING SOURCE MAP - 758496.1s



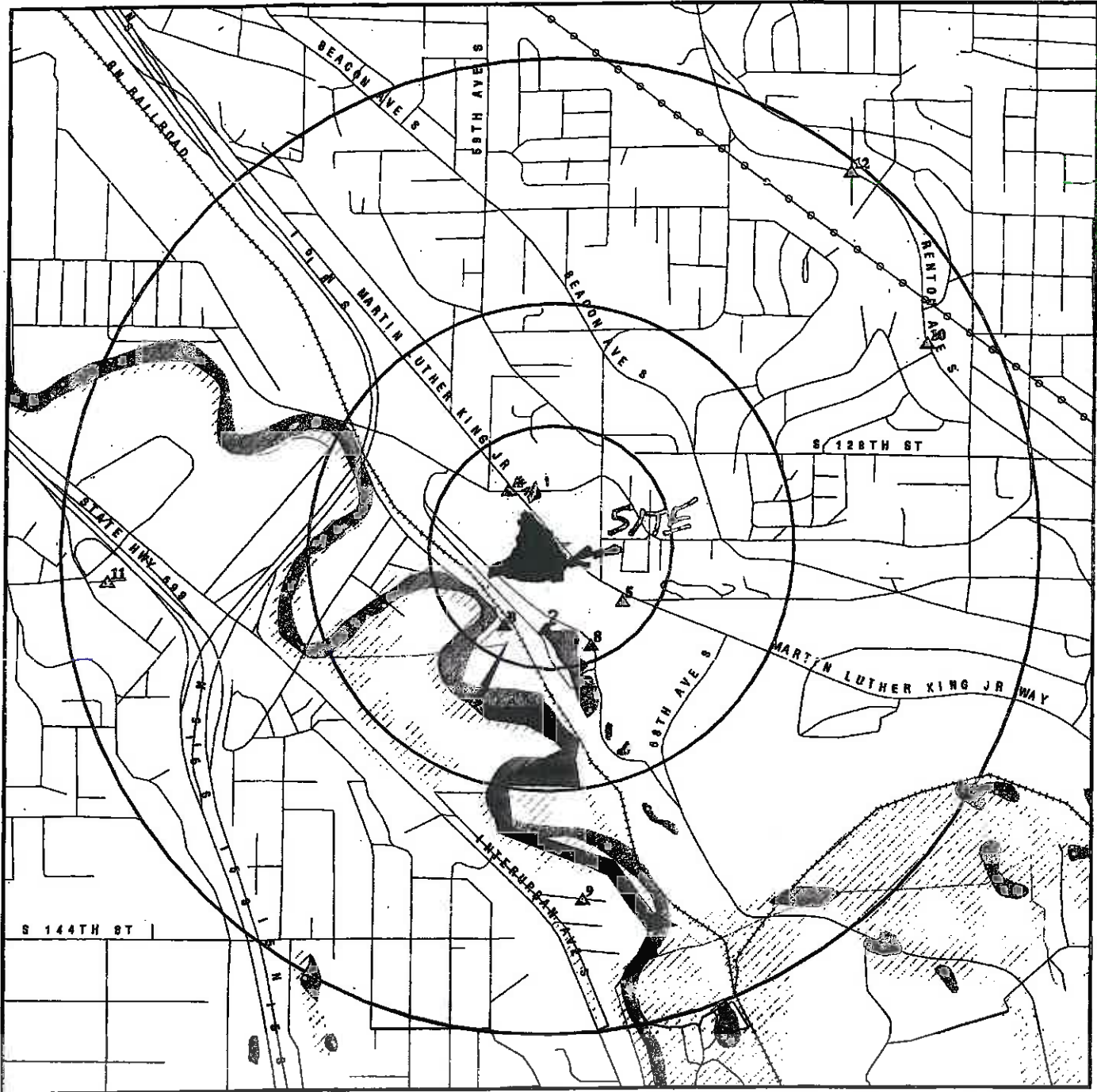
- Major Roads
- Contour Lines
- Airports
- Water Wells
- Public Water Supply Wells
- Groundwater Flow Direction
- Indeterminate Groundwater Flow at Location
- Groundwater Flow Varies at Location
- Cluster of Multiple Icons

- Earthquake epicenter, Richter 5 or greater
- Closest Hydrogeological Data

TARGET PROPERTY: Building Busters, Inc.
ADDRESS: 13001 Martin Luther King Way
CITY/STATE/ZIP: Tukwila WA 98178
LAT/LONG: 47.4857 / 122.2566

CUSTOMER: Cole Consulting
CONTACT: Fred Cole
INQUIRY #: 758496.1s
DATE: April 09, 2002 12:02 pm

OVERVIEW MAP - 758496.1s - Cole Consulting

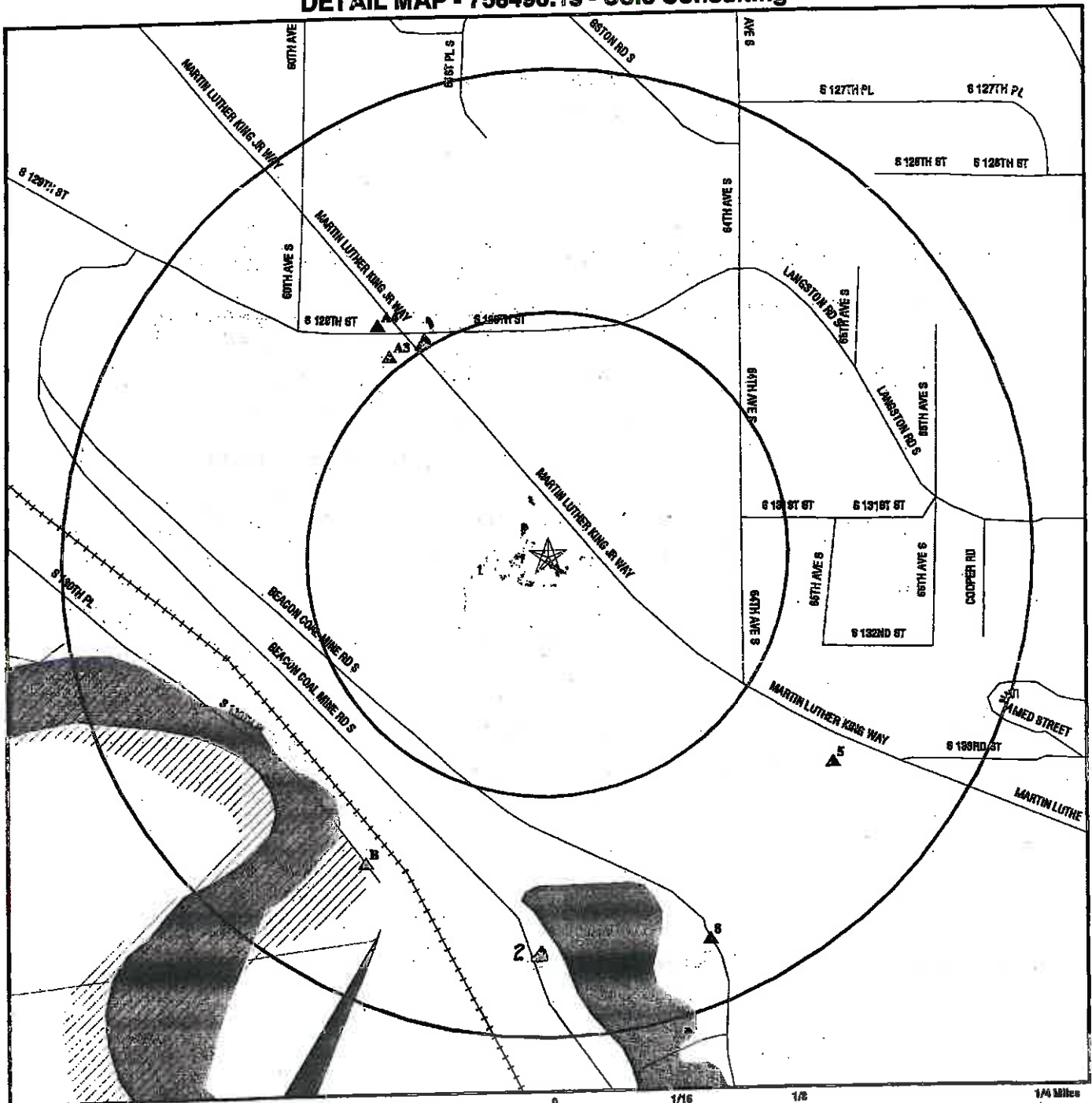


- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Coal Gasification Sites
- National Priority List Sites
- Landfill Sites
- ⚡ Power transmission lines
- ⚡ Oil & Gas pipelines
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- Wetlands

TARGET PROPERTY: Building Busters, Inc.
ADDRESS: 13001 Martin Luther King Way
CITY/STATE/ZIP: Tukwila WA 98178
LAT/LONG: 47.4857 / 122.2566

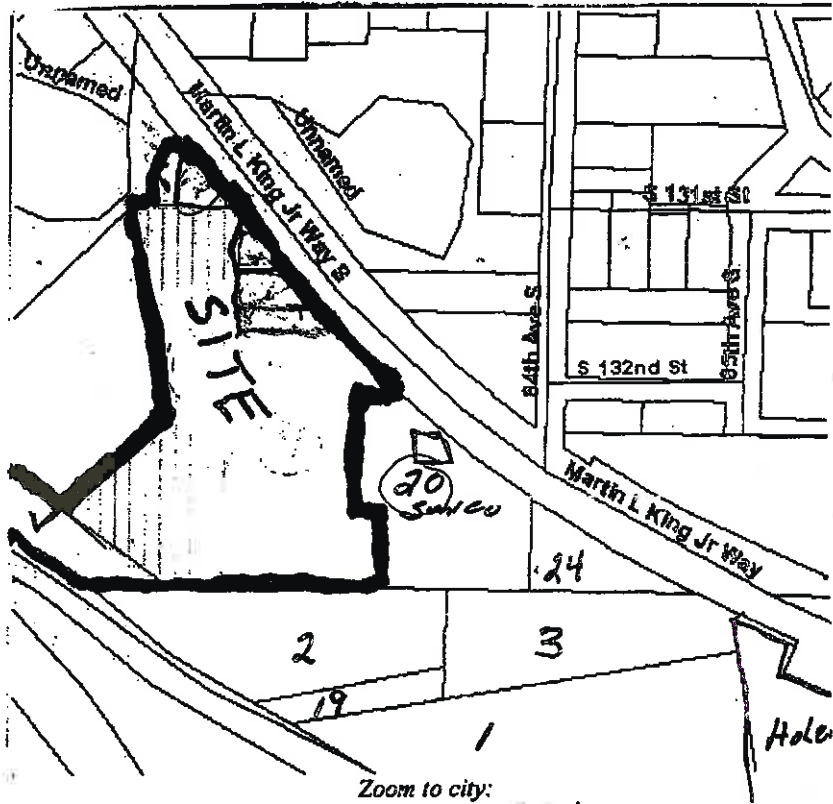
CUSTOMER: Cole Consulting
CONTACT: Fred Cole
INQUIRY #: 758496.1s
DATE: April 09, 2002 12:01 pm

DETAIL MAP - 758496.1s - Cole Consulting



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Coal Gasification Sites
- ⊕ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Landfill Sites
- Power transmission lines
- Oil & Gas pipelines
- ▨ 100-year flood zone
- ▩ 500-year flood zone
- Wetlands

TARGET PROPERTY: Building Busters, Inc. ADDRESS: 13001 Martin Luther King Way CITY/STATE/ZIP: Tukwila WA 98178 LAT/LONG: 47.4857 / 122.2566	CUSTOMER: Cole Consulting CONTACT: Fred Cole INQUIRY #: 758496.1s DATE: April 09, 2002 12:02 pm
--	--



COLE

Geotechnical and Environmental Services

**SITE PLAN
13001 MLK WAY SOUTH
SEATTLE, WASHINGTON**

Job No.:	Date:		Plate:
----------	-------	--	--------

**The EDR Radius Map
with GeoCheck®**

**Building Busters, Inc.
13001 Martin Luther King Way
Tukwila, WA 98178**

Inquiry Number: 758496.1s

April 09, 2002



***The Source
For Environmental
Risk Management
Data***

**3530 Post Road
Southport, Connecticut 06490**

Nationwide Customer Service

**Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary.....	ES1
Overview Map.....	2
Detail Map.....	3
Map Findings Summary.....	4
Map Findings.....	5
Orphan Summary.....	19
Government Records Searched/Data Currency Tracking.....	GR-1
 <u>GEOCHECK ADDENDUM</u>	
Physical Setting Source Addendum.....	A-1
Physical Setting Source Summary.....	A-2
Physical Setting Source Map.....	A-7
Physical Setting Source Map Findings.....	A-8
Physical Setting Source Records Searched.....	A-11

Thank you for your business.
Please contact EDF at 1-800-352-0050
with any questions or comments.

Disclaimer

Copyright and Trademark Notice

This report contains information obtained from a variety of public and other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL EDR BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

Entire contents copyright 2001 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc., or its affiliates, is prohibited without prior written permission.

EDR and the edr logos are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-00. Search distances are per ASTM standard or custom distances requested by the user.

TARGET PROPERTY INFORMATION

ADDRESS

13001 MARTIN LUTHER KING WAY
TUKWILA, WA 98178

COORDINATES

Latitude (North): 47.485690 - 47° 29' 8.5"
Longitude (West): 122.256600 - 122° 15' 23.8"
Universal Transverse Mercator: Zone 10
UTM X (Meters): 556004.8
UTM Y (Meters): 5259188.5

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: 2447122-D3 DES MOINES, WA
Source: USGS 7.5 min quad index

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the ASTM E 1527-00 search radius around the target property for the following databases:

FEDERAL ASTM STANDARD

NPL..... National Priority List
Proposed NPL..... Proposed National Priority List Sites
CERCLIS..... Comprehensive Environmental Response, Compensation, and Liability Information System
CORRACTS..... Corrective Action Report
RCRIS-TSD..... Resource Conservation and Recovery Information System
RCRIS-LQG..... Resource Conservation and Recovery Information System
ERNS..... Emergency Response Notification System

STATE ASTM STANDARD

SWF/LF..... Solid Waste Facility Database

FEDERAL ASTM SUPPLEMENTAL

CONSENT..... Superfund (CERCLA) Consent Decrees
ROD..... Records Of Decision

EXECUTIVE SUMMARY

Delisted NPL	National Priority List Deletions
FINDS	Facility Index System/Facility Identification Initiative Program Summary Report
HMIRS	Hazardous Materials Information Reporting System
MLTS	Material Licensing Tracking System
MINES	Mines Master Index File
NPL Liens	Federal Superfund Liens
PADS	PCB Activity Database System
RAATS	RCRA Administrative Action Tracking System
TRIS	Toxic Chemical Release Inventory System
TSCA	Toxic Substances Control Act
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

STATE OR LOCAL ASTM SUPPLEMENTAL

CSCSL NFA	Confirmed & Contaminated Sites - No Further Action
EML	Washington Emissions Data System

EDR PROPRIETARY HISTORICAL DATABASES

Coal Gas	Former Manufactured Gas (Coal Gas) Sites
-----------------------	--

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified.

Elevations have been determined from the USGS 1 degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. EDR's definition of a site with an elevation equal to the target property includes a tolerance of +/- 10 feet. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property (by more than 10 feet). Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

FEDERAL ASTM STANDARD

CERCLIS-NFRAP: As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund Action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

A review of the CERC-NFRAP list, as provided by EDR, and dated 11/21/2001 has revealed that there is 1 CERC-NFRAP site within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<i>SEATTLE RENDERING WORKS</i>	<i>5795 S 130TH PL</i>	<i>1/8 - 1/4SSW B6</i>		<i>10</i>

EXECUTIVE SUMMARY

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-SQG list, as provided by EDR, and dated 12/01/2001 has revealed that there are 3 RCRIS-SQG sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
US DOJ DEA M L KING JR WAY S	13000 M L KING JR WAY S	0 - 1/8 WSW 1		5
TECHNICAL RESEARCH CO.	13535 MONSTER RD S	0 - 1/8 SSW 2		5
SPIDER STAGING CORP	13536 BEACON COAL MINE	1/8 - 1/4 SSE 8		13

STATE ASTM STANDARD

CSCSL: The State Hazardous Waste Sites records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. The data come from the Department of Ecology's Confirmed & Suspected Contaminated Sites List.

A review of the CSCSL list, as provided by EDR, has revealed that there are 4 CSCSL sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
LITTLE ETHELS AUTO WRECKING	13301 MARTIN LUTHER KIN	1/8 - 1/4 SE	5	7
DJB TRUCKING	6440 S 143RD ST	1/2 - 1 S	9	13
KENS SKYWAY CLEANERS	12548 RENTON AVE S	1/2 - 1 ENE	10	15
LEMONBUSTERS	11903 RENTON AV S	1/2 - 1 NE	12	17

HSL: The Hazardous Sites List is a subset of the CSCSL Report. It includes sites which have been assessed and ranked using the Washington Ranking Method (WARM).

A review of the HSL list, as provided by EDR, and dated 08/28/2001 has revealed that there is 1 HSL site within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
STRUCTURAL INSTRUMENTATION	4611 S. 134TH PLACE	1/2 - 1 W	11	16

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Ecology's Leaking Underground Storage Tanks Site List.

A review of the LUST list, as provided by EDR, and dated 03/13/2002 has revealed that there are 2 LUST sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
TOSCO 03140-30108	12911 MARTIN LUTHER KIN	1/8 - 1/4 NW	A3	6
BAKER COMMODITIES, INC.	5795 S 130TH PL	1/8 - 1/4 SSW	B7	11

EXECUTIVE SUMMARY

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Ecology's Statewide UST Site/Tank Report.

A review of the UST list, as provided by EDR, and dated 03/13/2002 has revealed that there are 3 UST sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<i>TOSCO 03140-30108</i>	<i>12911 MARTIN LUTHER KIN</i>	<i>1/8 - 1/4NW</i>	<i>A3</i>	<i>6</i>
<i>THE SOUTHLAND CORP. 23525</i>	<i>12848 ML KING JR WAY S</i>	<i>1/8 - 1/4NW</i>	<i>A4</i>	<i>7</i>
<i>BAKER COMMODITIES, INC.</i>	<i>5795 S 130TH PL</i>	<i>1/8 - 1/4SSW</i>	<i>B7</i>	<i>11</i>

STATE OR LOCAL ASTM SUPPLEMENTAL

ICR: These are remedial action reports Ecology has received from either the owner or operator of the site. These actions have been conducted without department oversight or approval and are not under an order or decree.

A review of the WA ICR list, as provided by EDR, has revealed that there is 1 WA ICR site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Dist / Dir</u>	<u>Map ID</u>	<u>Page</u>
<i>SEATTLE RENDERING WORKS</i>	<i>5795 S 130TH PL</i>	<i>1/8 - 1/4SSW</i>	<i>B6</i>	<i>10</i>

MAP FINDINGS SUMMARY

<u>Database</u>	<u>Target Property</u>	<u>Search Distance (Miles)</u>	<u>< 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>> 1</u>	<u>Total Plotted</u>
<u>FEDERAL ASTM STANDARD</u>								
NPL		1.000	0	0	0	0	NR	0
Proposed NPL		1.000	0	0	0	0	NR	0
CERCLIS		0.500	0	0	0	NR	NR	0
CERC-NFRAP		0.250	0	1	NR	NR	NR	1
CORRACTS		1.000	0	0	0	0	NR	0
RCRIS-TSD		0.500	0	0	0	NR	NR	0
RCRIS Lg. Quan. Gen.		0.250	0	0	NR	NR	NR	0
RCRIS Sm. Quan. Gen.		0.250	2	1	NR	NR	NR	3
ERNS	TP		NR	NR	NR	NR	NR	0
<u>STATE ASTM STANDARD</u>								
CSCSL		1.000	0	1	0	3	NR	4
HSL		1.000	0	0	0	1	NR	1
State Landfill		0.500	0	0	0	0	NR	0
LUST		0.500	0	2	0	NR	NR	2
UST		0.250	0	3	NR	NR	NR	3
<u>FEDERAL ASTM SUPPLEMENTAL</u>								
CONSENT		1.000	0	0	0	0	NR	0
ROD		1.000	0	0	0	0	NR	0
Delisted NPL		1.000	0	0	0	0	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
HMIRS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
MINES	TP	0.250	0	0	NR	NR	NR	0
NPL Liens	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
<u>STATE OR LOCAL ASTM SUPPLEMENTAL</u>								
WA ICR		0.500	0	1	0	NR	NR	1
CSCSL NFA	TP		NR	NR	NR	NR	NR	0
WA Emissions	TP		NR	NR	NR	NR	NR	0
<u>EDR PROPRIETARY HISTORICAL DATABASES</u>								
Coal Gas		1.000	0	0	0	0	NR	0
AQUIFLOW - see EDR Physical Setting Source Addendum								

TP = Target Property

NR = Not Requested at this Search Distance

* Sites may be listed in more than one database

MAP FINDINGS

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

Database(s) EDR ID Number
 EPA ID Number

Coal Gas Site Search: No site was found in a search of Real Property Scan's ENVIROHAZ database.

1
 WSW
 < 1/8
 215
 Higher

**US DOJ DEA M L KING JR WAY S
 13000 M L KING JR WAY S
 SEATTLE, WA 98178**

**RCRIS-SQG 1000879708
 FINDS WAD988479895**

RCRIS:
 Owner: US DOJ DEA
 (360) 555-1212
 EPA ID: WAD988479895
 Contact: PAUL PORTER
 (206) 575-2250
 Classification: N, Small Quantity Generator
 Used Oil Recyc: No
 TSDf Activities: Not reported
 Violation Status: No violations found

FINDS:
 Other Pertinent Environmental Activity Identified at Site:
 Facility Registry System (FRS)
 Resource Conservation and Recovery Act Information system (RCRAINFO)

2
 SSW
 < 1/8
 241
 Higher

**TECHNICAL RESEARCH CO.
 13535 MONSTER RD S
 SEATTLE, WA 98178**

**RCRIS-SQG 1000243120
 FINDS WAD009245101**

RCRIS:
 Owner: TECHNICAL RESEARCH CO.
 (503) 555-1212
 EPA ID: WAD009245101
 Contact: DIRECTOR KERKERN
 (206) 772-8550
 Classification: N, Small Quantity Generator
 Used Oil Recyc: No
 TSDf Activities: Not reported
 Violation Status: Violations exist
 Regulation Violated: Not reported
 Area of Violation: Generator-All Requirements
 Date Violation Determined: 04/16/1984
 Actual Date Achieved Compliance: 01-OCT-84
 Enforcement Action: Written Informal
 Enforcement Action Date: 07/10/1984
 Penalty Type: Not reported

There are 1 violation record(s) reported at this site:

<u>Evaluation</u>	<u>Area of Violation</u>	<u>Date of Compliance</u>
Compliance Evaluation Inspection	Generator-All Requirements	01-OCT-84

MAP FINDINGS

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

Database(s) EDR ID Number
 EPA ID Number

TECHNICAL RESEARCH CO. (Continued)

1000243120

FINDS:

Other Pertinent Environmental Activity Identified at Site:
 Resource Conservation and Recovery Act information system.(RCRAINFO)

**A3
 NW
 1/8-1/4
 898
 Higher**

**TOSCO 03140-30108
 12911 MARTIN LUTHER KING WAY
 SEATTLE, WA 98178**

**LUST U001125940
 UST N/A**

Site 1 of 2 in cluster A

LUST:

Facility ID: 9554	Ecology Region: North Western
Release ID: 2792	Release Date: 10/22/1991 00:00:00
Release Status: Cleanup Started	Status Date: 6/1/1995 00:00:00
Alternate Name: EXXON STATION # 7-2894	
Affected Media: Soil	

Facility ID: 9554	Ecology Region: North Western
Release ID: 2792	Release Date: 10/22/1991 00:00:00
Release Status: Cleanup Started	Status Date: 6/1/1995 00:00:00
Alternate Name: EXXON STATION # 7-2894	
Affected Media: Ground Water	

UST:

Facility ID: 9554
 Install Date: 1/1/1982 0:00
 Capacity: 111 to 1,100 Gallons
 Status: Not reported
 Tank Name: USED OIL/WASTE OIL
 Substance: NW
 Compartment #: Not reported
 Ecology Region: 1

Facility ID: 9554
 Install Date: 1/1/1981 0:00
 Capacity: 5,000 TO 9,999 GALLONS
 Status: Not reported
 Tank Name: DIESEL
 Substance: NW
 Compartment #: Not reported
 Ecology Region: 1

Facility ID: 9554
 Install Date: 1/1/1981 0:00
 Capacity: 5,000 TO 9,999 GALLONS
 Status: Not reported
 Tank Name: UNLEADED GASOLINE
 Substance: NW
 Compartment #: Not reported
 Ecology Region: 1

MAP FINDINGS

Map ID
Direction
Distance
Distance (ft.)
Elevation Site

Database(s) EDR ID Number
EPA ID Number

TOSCO 03140-30108 (Continued)

U001125940

Facility ID: 9554
Install Date: 1/1/1982 0:00
Capacity: 5,000 TO 9,999 GALLONS
Status: Not reported
Tank Name: LEADED GASOLINE
Substance: NW
Compartment #: Not reported
Ecology Region: 1

Facility ID: 9554
Install Date: 1/1/1981 0:00
Capacity: 5,000 TO 9,999 GALLONS
Status: Not reported
Tank Name: UNLEADED GASOLINE
Substance: NW
Compartment #: Not reported
Ecology Region: 1

A4
NW
1/8-1/4
787
Higher

**THE SOUTHLAND CORP. 23525
12848 ML KING JR WAY S
SEATTLE, WA 98188**

UST U003028615
N/A

Site 2 of 2 In cluster A

UST:

Facility ID: 8890
Install Date: 7/1/1982 0:00
Capacity: 10,000 TO 19,999 GALLONS
Status: Not reported
Tank Name: UNLEADED GASOLINE
Substance: NW
Compartment #: Not reported
Ecology Region: 1

Facility ID: 8890
Install Date: 7/1/1982 0:00
Capacity: 10,000 TO 19,999 GALLONS
Status: Not reported
Tank Name: UNLEADED GASOLINE
Substance: NW
Compartment #: Not reported
Ecology Region: 1

Facility ID: 8890
Install Date: 7/1/1982 0:00
Capacity: 10,000 TO 19,999 GALLONS
Status: Not reported
Tank Name: UNLEADED GASOLINE
Substance: NW
Compartment #: Not reported
Ecology Region: 1

5
SE
1/8-1/4
967
Higher

**LITTLE ETHELS AUTO WRECKING
13301 MARTIN LUTHER KING WY S
SEATTLE, WA 98178**

CSCSL S101703211
N/A

Map ID
Direction
Distance
Distance (ft.)
Elevation Site

MAP FINDINGS

Database(s) EDR ID Number
EPA ID Number

LITTLE ETHELS AUTO WRECKING (Continued)

S101703211

SHWS:

Facility ID: 2423
Responsible Unit: NW
Latitude: 47 29 2
Longitude: 122 15 11
Ecology Site Status relative to the MTCA cleanup process:
Ranked, Awaiting Remedial Action (RA)
Independent Site Status - those sites undergoing an independent cleanup:
Not reported
WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
1 - Greatest assessed risk to human health and to the environment
Affected Media: Soil
Media Status: C (Confirmed) - The presence of hazardous substances above MTCA cleanup levels has been confirmed by laboratory analysis (or field determination in the case of petroleum contamination)
Arsenic Code: Not reported
Base/Neutral/Acid Organics: Not reported
Halogenated Organic Compounds: Suspected to be present
Horizontal Collection Method: 3
EPA Priority Pollutants - Metals and Cyanide: Confirmed above MTCA cleanup levels
Metals - Other non-priority pollutant metals: Not reported
Polychlorinated biPhenyls (PCBs): Not reported
Pesticides: Not reported
Petroleum Products: Confirmed above MTCA cleanup levels
Phenolic Compounds: Not reported
Non-Halogenated Solvents: Suspected to be present
Dioxin: Not reported
Polynuclear Aromatic Hydrocarbons (PAH): Confirmed above MTCA cleanup levels
Reactive Wastes: Not reported
Corrosive Wastes: Not reported
Radioactive Wastes: Not reported
Asbestos: Not reported
Conventional Contaminants, Organic: Not reported
Conventional Contaminants, Inorganic: Not reported

Facility ID: 2423
Responsible Unit: NW
Latitude: 47 29 2
Longitude: 122 15 11
Ecology Site Status relative to the MTCA cleanup process:
Ranked, Awaiting Remedial Action (RA)
Independent Site Status - those sites undergoing an independent cleanup:
Not reported
WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
1 - Greatest assessed risk to human health and to the environment
Affected Media: Ground Water
Media Status: S (Suspected) - Due to preliminary investigations or the nature of business operations or manufacturing processes, certain contaminants are suspected to be present at the site
Arsenic Code: Not reported
Base/Neutral/Acid Organics: Not reported
Halogenated Organic Compounds: Suspected to be present
Horizontal Collection Method: 3
EPA Priority Pollutants - Metals and Cyanide: Suspected to be present
Metals - Other non-priority pollutant metals: Not reported
Polychlorinated biPhenyls (PCBs): Not reported
Pesticides: Not reported

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

MAP FINDINGS

Database(s)
 EDR ID Number
 EPA ID Number

LITTLE ETHELS AUTO WRECKING (Continued)

S101703211

Petroleum Products:	Suspected to be present
Phenolic Compounds:	Not reported
Non-Halogenated Solvents:	Suspected to be present
Dioxin:	Not reported
Polynuclear Aromatic Hydrocarbons (PAH):	Suspected to be present
Reactive Wastes:	Not reported
Corrosive Wastes:	Not reported
Radioactive Wastes:	Not reported
Asbestos:	Not reported
Conventional Contaminants, Organic:	Not reported
Conventional Contaminants, Inorganic:	Not reported

Facility ID: 2423
 Responsible Unit: NW
 Latitude: 47 29 2
 Longitude: 122 15 11

Ecology Site Status relative to the MTCA cleanup process:
 Ranked, Awaiting Remedial Action (RA)
 Independent Site Status - those sites undergoing an independent cleanup:
 Not reported

WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
 1 - Greatest assessed risk to human health and to the environment

Affected Media: Surface Water
 Media Status: S (Suspected) - Due to preliminary investigations or the nature of business operations or manufacturing processes, certain contaminants are suspected to be present at the site

Arsenic Code:	Not reported
Base/Neutral/Acid Organics:	Not reported
Halogenated Organic Compounds:	Suspected to be present
Horizontal Collection Method:	3
EPA Priority Pollutants - Metals and Cyanide:	Suspected to be present
Metals - Other non-priority pollutant metals:	Not reported
Polychlorinated biPhenyls (PCBs):	Not reported
Pesticides:	Not reported
Petroleum Products:	Suspected to be present
Phenolic Compounds:	Not reported
Non-Halogenated Solvents:	Suspected to be present
Dioxin:	Not reported
Polynuclear Aromatic Hydrocarbons (PAH):	Suspected to be present
Reactive Wastes:	Not reported
Corrosive Wastes:	Not reported
Radioactive Wastes:	Not reported
Asbestos:	Not reported
Conventional Contaminants, Organic:	Not reported
Conventional Contaminants, Inorganic:	Not reported

Facility ID: 2423
 Responsible Unit: NW
 Latitude: 47 29 2
 Longitude: 122 15 11

Ecology Site Status relative to the MTCA cleanup process:
 Ranked, Awaiting Remedial Action (RA)
 Independent Site Status - those sites undergoing an independent cleanup:
 Not reported

WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
 1 - Greatest assessed risk to human health and to the environment

Affected Media: Sediments
 Media Status: S (Suspected) - Due to preliminary investigations or the nature of business operations or manufacturing processes, certain contaminants are suspected to be present at the site

Arsenic Code: Not reported

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

MAP FINDINGS

Database(s)
 EDR ID Number
 EPA ID Number

LITTLE ETHELS AUTO WRECKING (Continued)

S101703211

Base/Neutral/Acid Organics:	Not reported
Halogenated Organic Compounds:	Suspected to be present
Horizontal Collection Method:	3
EPA Priority Pollutants - Metals and Cyanide:	Suspected to be present
Metals - Other non-priority pollutant metals:	Not reported
Polychlorinated biPhenyls (PCBs):	Not reported
Pesticides:	Not reported
Petroleum Products:	Suspected to be present
Phenolic Compounds:	Not reported
Non-Halogenated Solvents:	Suspected to be present
Dioxin:	Not reported
Polynuclear Aromatic Hydrocarbons (PAH):	Suspected to be present
Reactive Wastes:	Not reported
Corrosive Wastes:	Not reported
Radioactive Wastes:	Not reported
Asbestos:	Not reported
Conventional Contaminants, Organic:	Not reported
Conventional Contaminants, inorganic:	Not reported

B6
 SSW
 1/8-1/4
 972
 Higher

SEATTLE RENDERING WORKS
 5795 S 130TH PL
 SEATTLE, WA 98178

WA ICR. 1003034937
 CERC-NFRAP WAD009252016

Site 1 of 2 in cluster B

CERCLIS-NFRAP Classification Data:
 Site Incident Category: Not reported
 Non NPL Code: NFRAP
 Ownership Status: Other

Federal Facility: Not a Federal Facility
 NPL Status: Not on the NPL

CERCLIS-NFRAP Assessment History:
 Assessment: DISCOVERY
 Assessment: PRELIMINARY ASSESSMENT

Completed: 12/01/1992
 Completed: 12/03/1994

WA ICR:

Date Ecology Received Report: 02/10/1992
 Contaminants Found at Site: Petroleum products
 Media Contaminated: Soil
 Cause of Contamination: Tank
 Region: North Western
 Type of Report Ecology Received: Interim cleanup report
 Site Register Issue: 92-19
 County Code: 17
 Contact: Not reported
 Report Title: Not reported

Date Ecology Received Report: 02/06/1992
 Contaminants Found at Site: Not reported
 Media Contaminated: Soil
 Cause of Contamination: Tank
 Region: North Western
 Type of Report Ecology Received: Interim cleanup report
 Site Register Issue: 98-42
 County Code: 17
 Contact: Not reported
 Report Title: Not reported

MAP FINDINGS

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation

Site

Database(s)

EDR ID Number
 EPA ID Number

B7
SSW
1/8-1/4
972
Higher

BAKER COMMODITIES, INC.
5795 S 130TH PL
SEATTLE, WA 98178

LUST
UST
CSCSL NFA

U003026189
N/A

Site 2 of 2 in cluster B

LUST:

Facility ID:	1983	Ecology Region:	North Western
Release ID:	2158	Release Date:	4/9/1991 00:00:00
Release Status:	Cleanup Started	Status Date:	6/1/1995 00:00:00
Alternate Name:	SEATTLE RENDERING WORKS		
Affected Media:	Soil		

Facility ID:	1983	Ecology Region:	North Western
Release ID:	2158	Release Date:	4/9/1991 00:00:00
Release Status:	Reported Cleaned Up	Status Date:	11/13/2001 00:00:00
Alternate Name:	SEATTLE RENDERING WORKS		
Affected Media:	Soil		

Facility ID:	1983	Ecology Region:	North Western
Release ID:	2158	Release Date:	4/9/1991 00:00:00
Release Status:	Unknown	Status Date:	12/20/2000 00:00:00
Alternate Name:	SEATTLE RENDERING WORKS		
Affected Media:	Soil		

WA NFA:

Facility/Site Id :	79832989
Ecology Status :	Awaiting Site Hazard Assessment
Independent Status Code :	Not reported
WARM Bln Number :	Not reported
NFA Code :	Cleanup under priority authority
NFA Date :	Not reported

UST:

Facility ID:	1983
Install Date:	12/31/1964 0:00
Capacity:	Not reported
Status:	Not reported
Tank Name:	DIESEL
Substance:	NW
Compartment #:	Not reported
Ecology Region:	1

Facility ID:	1983
Install Date:	12/31/1964 0:00
Capacity:	Not reported
Status:	Not reported
Tank Name:	HEATING FUEL
Substance:	NW
Compartment #:	Not reported
Ecology Region:	1

MAP FINDINGS

Map ID
Direction
Distance
Distance (ft.)
Elevation Site

Database(s) EDR ID Number
EPA ID Number

U003026189

BAKER COMMODITIES, INC. (Continued)

Facility ID: 1983
Install Date: 12/31/1984 0:00
Capacity: Not reported
Status: Not reported
Tank Name: DIESEL
Substance: NW
Compartment #: Not reported
Ecology Region: 1

Facility ID: 1983
Install Date: 12/31/1984 0:00
Capacity: Not reported
Status: Not reported
Tank Name: DIESEL
Substance: NW
Compartment #: Not reported
Ecology Region: 1

Facility ID: 1983
Install Date: 12/31/1984 0:00
Capacity: 111 to 1,100 Gallons
Status: Not reported
Tank Name: UNLEADED GASOLINE
Substance: NW
Compartment #: Not reported
Ecology Region: 1

Facility ID: 1983
Install Date: 6/4/1991 0:00
Capacity: 10,000 TO 19,999 GALLONS
Status: Not reported
Tank Name: DIESEL
Substance: NW
Compartment #: Not reported
Ecology Region: 1

Facility ID: 1983
Install Date: 6/4/1991 0:00
Capacity: 10,000 TO 19,999 GALLONS
Status: Not reported
Tank Name: UNLEADED GASOLINE
Substance: NW
Compartment #: Not reported
Ecology Region: 2

Facility ID: 1983
Install Date: 12/31/1984 0:00
Capacity: 111 to 1,100 Gallons
Status: Not reported
Tank Name: BUNKER C
Substance: NW
Compartment #: Not reported
Ecology Region: 1

MAP FINDINGS

Map ID
Direction
Distance
Distance (ft.)
Elevation

8
SSE
1/8-1/4
1141
Higher

SPIDER STAGING CORP
13536 BEACON COAL MINE RD
SEATTLE, WA 98178

Database(s) EDR ID Number
EPA ID Number

RCRIS-SQG 1000187987
FINDS WAD067152249

RCRIS:
Owner: SPIDER STAGING CORP
 (360) 555-1212
EPA ID: WAD067152249
Contact: STEVEN KIRCHNER
 (253) 850-3500

Classification: Small Quantity Generator
Used Oil Recyc: No
TSDF Activities: Not reported
Violation Status: No violations found

FINDS:
Other Pertinent Environmental Activity Identified at Site:
Facility Registry System (FRS)
Resource Conservation and Recovery Act Information system (RCRAINFO)

9
South
1/2-1
3826
Higher

DJB TRUCKING
6440 S 143RD ST
TUKWILA, WA 98168

CSCSL S101703193
N/A

SHWS:
Facility ID: 2304
Responsible Unit: NW
Latitude: 47 28 30
Longitude: 122 15 14
Ecology Site Status relative to the MTCA cleanup process:
Independent Remedial Action
Independent Site Status - those sites undergoing an independent cleanup:
Final Independent Remedial Action Report received
WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
Not reported
Affected Media: Soil
Media Status: C (Confirmed) - The presence of hazardous substances above MTCA cleanup levels has been confirmed by laboratory analysis (or field determination in the case of petroleum contamination)
Arsenic Code: Not reported
Base/Neutral/Acid Organics: Not reported
Halogenated Organic Compounds: Suspected to be present
Horizontal Collection Method: 29
EPA Priority Pollutants - Metals and Cyanide: Suspected to be present
Metals - Other non-priority pollutant metals: Not reported
Polychlorinated biPhenyls (PCBs): Not reported
Pesticides: Not reported
Petroleum Products: Confirmed above MTCA cleanup levels
Phenolic Compounds: Not reported
Non-Halogenated Solvents: Suspected to be present
Dioxin: Not reported
Polynuclear Aromatic Hydrocarbons (PAH): Not reported
Reactive Wastes: Not reported
Corrosive Wastes: Not reported
Radioactive Wastes: Not reported

MAP FINDINGS

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

Database(s) EDR ID Number
 EPA ID Number

S101703193

DJB TRUCKING (Continued)

Asbestos: Not reported
 Conventional Contaminants, Organic: Not reported
 Conventional Contaminants, Inorganic: Not reported

Facility ID: 2304
 Responsible Unit: NW
 Latitude: 47 28 30
 Longitude: 122 15 14

Ecology Site Status relative to the MTCA cleanup process:

Independent Remedial Action
 Independent Site Status - those sites undergoing an independent cleanup:
 Final Independent Remedial Action Report received

WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
 Not reported

Affected Media: Ground Water
 Media Status: S (Suspected) - Due to preliminary investigations or the nature of business operations or manufacturing processes, certain contaminants are suspected to be present at the site

Arsenic Code: Not reported
 Base/Neutral/Acid Organics: Not reported
 Halogenated Organic Compounds: Suspected to be present
 Horizontal Collection Method: 29
 EPA Priority Pollutants - Metals and Cyanide: Suspected to be present
 Metals - Other non-priority pollutant metals: Not reported
 Polychlorinated biPhenyls (PCBs): Not reported
 Pesticides: Not reported
 Petroleum Products: Suspected to be present
 Phenolic Compounds: Not reported
 Non-Halogenated Solvents: Suspected to be present
 Dioxin: Not reported
 Polynuclear Aromatic Hydrocarbons (PAH): Not reported
 Reactive Wastes: Not reported
 Corrosive Wastes: Not reported
 Radioactive Wastes: Not reported
 Asbestos: Not reported
 Conventional Contaminants, Organic: Not reported
 Conventional Contaminants, Inorganic: Not reported

Facility ID: 2304
 Responsible Unit: NW
 Latitude: 47 28 30
 Longitude: 122 15 14

Ecology Site Status relative to the MTCA cleanup process:

Independent Remedial Action
 Independent Site Status - those sites undergoing an independent cleanup:
 Final Independent Remedial Action Report received

WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
 Not reported

Affected Media: Surface Water
 Media Status: S (Suspected) - Due to preliminary investigations or the nature of business operations or manufacturing processes, certain contaminants are suspected to be present at the site

Arsenic Code: Not reported
 Base/Neutral/Acid Organics: Not reported
 Halogenated Organic Compounds: Suspected to be present
 Horizontal Collection Method: 29
 EPA Priority Pollutants - Metals and Cyanide: Suspected to be present

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation

MAP FINDINGS

Database(s)
 EDR ID Number
 EPA ID Number

DJB TRUCKING (Continued)

S101703193

Metals - Other non-priority pollutant metals:	Not reported
Polychlorinated biPhenyls (PCBs):	Not reported
Pesticides:	Not reported
Petroleum Products:	Suspected to be present
Phenolic Compounds:	Not reported
Non-Halogenated Solvents:	Suspected to be present
Dioxin:	Not reported
Polynuclear Aromatic Hydrocarbons (PAH):	Not reported
Reactive Wastes:	Not reported
Corrosive Wastes:	Not reported
Radioactive Wastes:	Not reported
Asbestos:	Not reported
Conventional Contaminants, Organic:	Not reported
Conventional Contaminants, Inorganic:	Not reported

10
 ENE
 1/2-1
 4619
 Higher

KENS SKYWAY CLEANERS
 12548 RENTON AVE S
 SEATTLE, WA 98118

RCRIS-SQG 1000838897
CSCSL WAD988517041
FINDS

RCRIS:

Owner: KENS SKYWAY CLEANERS
 EPA ID: WAD988517041
 Contact: TAE YOUNG YANG
 (208) 772-6880

Classification: N, Small Quantity Generator
 Used Oil Recyc: No
 TSDF Activities: Not reported
 Violation Status: No violations found

FINDS:

Other Pertinent Environmental Activity Identified at Site:
 Facility Registry System (FRS)
 Resource Conservation and Recovery Act Information system (RCRAINFO)

SHWS:

Facility ID: 58852786
 Responsible Unit: NW
 Latitude: 47 29 26
 Longitude: 122 14 23
 Ecology Site Status relative to the MTCA cleanup process:
 Awaiting Site Hazard Assessment (SHA)
 Independent Site Status - those sites undergoing an Independent cleanup:
 Not reported
 WARM Bin Number Indicates the outcome of the Washington Ranking Model (WARM):
 Not reported
 Affected Media: Soil
 Media Status: C (Confirmed) - The presence of hazardous substances above MTCA cleanup levels has been confirmed by laboratory analysis (or field determination in the case of petroleum contamination)
 Arsenic Code: Not reported
 Base/Neutral/Acid Organics: Not reported
 Halogenated Organic Compounds: Confirmed above MTCA cleanup levels
 Horizontal Collection Method: 99
 EPA Priority Pollutants - Metals and Cyanide: Not reported
 Metals - Other non-priority pollutant metals: Not reported

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

MAP FINDINGS

Database(s)
 EDR ID Number
 EPA ID Number

KENS SKYWAY CLEANERS (Continued)

1000838897

Polychlorinated biPhenyls (PCBs):	Not reported
Pesticides:	Not reported
Petroleum Products:	Not reported
Phenolic Compounds:	Not reported
Non-Halogenated Solvents:	Not reported
Dioxin:	Not reported
Polynuclear Aromatic Hydrocarbons (PAH):	Not reported
Reactive Wastes:	Not reported
Corrosive Wastes:	Not reported
Radioactive Wastes:	Not reported
Asbestos:	Not reported
Conventional Contaminants, Organic:	Not reported
Conventional Contaminants, Inorganic:	Not reported

Facility ID: 56652786
 Responsible Unit: NW
 Latitude: 47 29 26
 Longitude: 122 14 23

Ecology Site Status relative to the MTCA cleanup process:
 Awaiting Site Hazard Assessment (SHA)

Independent Site Status - those sites undergoing an independent cleanup:
 Not reported

WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
 Not reported

Affected Media: Ground Water

Media Status: C (Confirmed) - The presence of hazardous substances above MTCA cleanup levels has been confirmed by laboratory analysis (or field determination in the case of petroleum contamination)

Arsenic Code:	Not reported
Base/Neutral/Acid Organics:	Not reported
Halogenated Organic Compounds:	Confirmed above MTCA cleanup levels
Horizontal Collection Method:	99
EPA Priority Pollutants - Metals and Cyanide:	Confirmed above MTCA cleanup levels
Metals - Other non-priority pollutant metals:	Not reported
Polychlorinated biPhenyls (PCBs):	Not reported
Pesticides:	Not reported
Petroleum Products:	Not reported
Phenolic Compounds:	Not reported
Non-Halogenated Solvents:	Not reported
Dioxin:	Not reported
Polynuclear Aromatic Hydrocarbons (PAH):	Not reported
Reactive Wastes:	Not reported
Corrosive Wastes:	Not reported
Radioactive Wastes:	Not reported
Asbestos:	Not reported
Conventional Contaminants, Organic:	Not reported
Conventional Contaminants, Inorganic:	Not reported

11
 West
 1/2-1
 4794
 Higher

STRUCTURAL INSTRUMENTATION
 4611 S. 134TH PLACE
 TUKWILA, WA 98188

HSL S105076337
 N/A

WA HSL:

Rank : Not reported
 Facility Status : Not reported
 Facility Type : Sites Removed from the Ha

MAP FINDINGS

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

Database(s) EDR ID Number
 EPA ID Number

12
 NE
 1/2-1
 5176
 Higher

LEMONBUSTERS
 11903 RENTON AV S
 SEATTLE, WA 98178

CSCSL S102845844
 N/A

SHWS:

Facility ID: 95195341
 Responsible Unit: NW
 Latitude: 47 29 47
 Longitude: 122 14 38
 Ecology Site Status relative to the MTCA cleanup process:
 Awaiting Site Hazard Assessment (SHA)
 Independent Site Status - those sites undergoing an independent cleanup:
 Not reported
 WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
 Not reported

Affected Media: Surface Water
 Media Status: S (Suspected) - Due to preliminary investigations or the nature of business operations or manufacturing processes, certain contaminants are suspected to be present at the site

Arsenic Code: Not reported
 Base/Neutral/Acid Organics: Not reported
 Halogenated Organic Compounds: Not reported
 Horizontal Collection Method: 4
 EPA Priority Pollutants - Metals and Cyanide: Suspected to be present
 Metals - Other non-priority pollutant metals: Suspected to be present
 Polychlorinated biPhenyls (PCBs): Not reported
 Pesticides: Not reported
 Petroleum Products: Suspected to be present
 Phenolic Compounds: Not reported
 Non-Halogenated Solvents: Not reported
 Dioxin: Not reported
 Polynuclear Aromatic Hydrocarbons (PAH): Not reported
 Reactive Wastes: Not reported
 Corrosive Wastes: Not reported
 Radioactive Wastes: Not reported
 Asbestos: Not reported
 Conventional Contaminants, Organic: Not reported
 Conventional Contaminants, Inorganic: Not reported

Facility ID: 95195341
 Responsible Unit: NW
 Latitude: 47 29 47
 Longitude: 122 14 38
 Ecology Site Status relative to the MTCA cleanup process:
 Awaiting Site Hazard Assessment (SHA)
 Independent Site Status - those sites undergoing an independent cleanup:
 Not reported
 WARM Bin Number indicates the outcome of the Washington Ranking Model (WARM):
 Not reported

Affected Media: Soil
 Media Status: C (Confirmed) - The presence of hazardous substances above MTCA cleanup levels has been confirmed by laboratory analysis (or field determination in the case of petroleum contamination)

Arsenic Code: Not reported
 Base/Neutral/Acid Organics: Not reported
 Halogenated Organic Compounds: Not reported
 Horizontal Collection Method: 4

MAP FINDINGS

Map ID
 Direction
 Distance
 Distance (ft.)
 Elevation Site

Database(s) EDR ID Number
 EPA ID Number

S102845844

LEMONBUSTERS (Continued)

EPA Priority Pollutants - Metals and Cyanide:	Suspected to be present
Metals - Other non-priority pollutant metals:	Suspected to be present
Polychlorinated biPhenyls (PCBs):	Not reported
Pesticides:	Not reported
Petroleum Products:	Confirmed above MTCA cleanup levels
Phenolic Compounds:	Not reported
Non-Halogenated Solvents:	Suspected to be present
Dioxin:	Not reported
Polynuclear Aromatic Hydrocarbons (PAH):	Not reported
Reactive Wastes:	Not reported
Corrosive Wastes:	Not reported
Radioactive Wastes:	Not reported
Asbestos:	Not reported
Conventional Contaminants, Organic:	Not reported
Conventional Contaminants, Inorganic:	Not reported

ORPHAN-SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)	Facility ID
RENTON	S103608447	NORTHWEST PIPELINE METER STATIONS	900 S 21ST ST.	98055	WA ICR	
RENTON	S103608440	NORTHWEST PIPELINE METER STATIONS	19241 SE 272ND AVE.	98055	WA ICR	
RENTON	1003039055	STERNOFF METALS CORP	1600 SW 43RD ST	98055	WA ICR, CERC-NFRAP	2196
RENTON	S102256342	STERNOFF METALS CORPORATION	1600 SW 43RD ST	98055	CSCSL	
RENTON	S103608800	RENTON MUNICIPAL AIRPORT	APPROXIMATELY 800 RAINIER AVE.	98055	WA ICR	
RENTON	S105124878	R.P. CHARLEY AUTOMOTIVE	207 MAIN ST.	98055	WA ICR	2168
RENTON	S100079875	RENTON JUNCTION LANDFILL	1800 MONSTER RD	98055	CSCSL	61436398
RENTON	S103622453	BNRR QUENDALL LOADING RACKS	E OF RR TRACKS / 4603 LK WAS	98055	CSCSL	
RENTON	S103607539	G & M INVESTMENTS/GARDEN PLAZA	5TH / PARK BLDGS AT PARK AVE	98055	WA ICR	
RENTON	S103607569	GARDEN PLAZA/5TH & PARK BLDGS (FIV	PARK AVE. N. / N. SIXTH ST.	98055	WA ICR	
RENTON	S104873217	FUGET SOUND ENERGY TALBOT HILL SUB	2400 S. PUGET DF.	98055	WA ICR	
RENTON	S103603861	SOUND SUBARU	240/250 RAINIER AVE. S.	98055	WA ICR	
RENTON	S103608806	RENTON SHOPPING CENTER (EIGHT REPO	RAINIER AVE. S. / SUNSET BLV	98055	WA ICR	
RENTON	S103609540	SOUND FORD RENTON	750 RAINIER AVE.	98055	WA ICR	
RENTON	S104488893	SOUND SUBARU (THREE REPORTS)	240/250 RAINIER AVE. S.	98055	WA ICR	
RENTON	S103611699	METRO EAST DIVISION	RENTON TREATMENT PLANT	98055	WA ICR	
RENTON	S104320342	CEDAR RIVER TRAIL	N RIVERSIDE DR	98055	CSCSL	39825723
SEATAC	U003796500	SEATAC DEVELOPMENT	16025 - 16223 INTERNATIONAL BL	98168	CSCSL, LUST, WA ICR, UST	398258847
SEATAC	S104487367	SEATAC PAN AM AV GAS TANKS	P.O. BOX 68727	98168	WA ICR	
SEATTLE	S104487368	SEATAC PAN AM AV GAS TANKS	P.O. BOX 68727	98168	WA ICR	
SEATTLE	S103502918	EXXON #7 2894	12911 EMPIRE WAY S.	98178	WA ICR	
SEATTLE	S103607006	EXXON #7 2894 (TWO REPORTS)	12911 EMPIRE WAY S.	98178	EM, FINDS, WA ICR, RCRIS-LQG,	0242
SEATTLE	1000354838	LILLY INDUSTRIES INC	MONSTER RD S	98178	TRIS, CERC-NFRAP, FTTS	
SEATTLE	S104869705	PORT-OF SEATTLE PAN AM HANGAR	17205 PACIFIC WAY S.	98168	WA ICR	
SEATTLE	S105124683	SOUTHLAND #22866	14207 PACIFIC HWY S.	98168	WA ICR	2589
TUKWILA	S102256296	RENTON SAND & GRAVEL RIVERVIEW	15081 / 15084 MONSTER RD SW	98178	CSCSL	54145974
TUKWILA	S105152390	BON MARCHE TUKWILA 500	500 SOUTHCENTER MALL	98168	CSCSL	

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

<u>Site Name</u>	<u>Database(s)</u>
LILLY INDUSTRIES INC	EMI, FINDS, WA ICR, RCRIS-LQG, TRIS, CERC-NFRAP, FTTS
STERNOFF METALS CORPORATION	CSCSL
RENTON JUNCTION LANDFILL	CSCSL
BNRR QUENDALL LOADING RACKS	CSCSL
CEDAR RIVER TRAIL	CSCSL
SEATAC DEVELOPMENT	CSCSL, LUST, WA ICR, UST
RENTON SAND & GRAVEL RIVERVIEW	CSCSL
BON MARCHE TUKWILA 500	CSCSL
STERNOFF METALS CORP	WA ICR, CERC-NFRAP
NORTHWEST PIPELINE METER STATIONS	WA ICR
NORTHWEST PIPELINE METER STATIONS	WA ICR
RENTON MUNICIPAL AIRPORT	WA ICR
R.P. CHARLEY AUTOMOTIVE	WA ICR
G & M INVESTMENTS/GARDEN PLAZA	WA ICR
GARDEN PLAZA/5TH & PARK BLDGS (FIV	WA ICR
PUGET SOUND ENERGY TALBOT HILL SUB	WA ICR
SOUND SUBARU	WA ICR
RENTON SHOPPING CENTER (EIGHT REPO	WA ICR
SOUND FORD RENTON	WA ICR
SOUND SUBARU (THREE REPORTS)	WA ICR
METRO EAST DIVISION	WA ICR
SEATAC PAN AM AV GAS TANKS	WA ICR
SEATAC PAN AM AV GAS TANKS	WA ICR
EXXON #7 2894	WA ICR
EXXON #7 2894 (TWO REPORTS)	WA ICR
PORT OF SEATTLE PAN AM HANGAR	WA ICR
SOUTHLAND #22866	WA ICR

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Elapsed ASTM days: Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard.

FEDERAL ASTM STANDARD RECORDS

NPL: National Priority List

Source: EPA

Telephone: N/A

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 01/29/02

Date Made Active at EDR: 02/25/02

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 02/04/02

Elapsed ASTM days: 21

Date of Last EDR Contact: 02/04/02

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7393

EPA Region 1
Telephone 617-918-1143

EPA Region 3
Telephone 215-814-5418

EPA Region 4
Telephone 404-562-8033

EPA Region 6
Telephone: 214-655-6659

EPA Region 8
Telephone: 303-312-6774

Proposed NPL: Proposed National Priority List Sites

Source: EPA

Telephone: N/A

Date of Government Version: 01/17/02

Date Made Active at EDR: 02/25/02

Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 02/04/02

Elapsed ASTM days: 21

Date of Last EDR Contact: 02/04/02

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

Source: EPA

Telephone: 703-413-0223

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 11/21/01

Date Made Active at EDR: 02/04/02

Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 12/26/01

Elapsed ASTM days: 40

Date of Last EDR Contact: 12/26/01

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Source: EPA

Telephone: 703-413-0223

As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an Initial Investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 11/21/01
Date Made Active at EDR: 02/04/02
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 12/26/01
Elapsed ASTM days: 40
Date of Last EDR Contact: 12/16/01

CORRACTS: Corrective Action Report

Source: EPA
Telephone: 800-424-9346

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 11/14/01
Date Made Active at EDR: 01/14/02
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 11/14/01
Elapsed ASTM days: 61
Date of Last EDR Contact: 03/11/02

RCRIS: Resource Conservation and Recovery Information System

Source: EPA/NTIS

Telephone: 800-424-9346

Resource Conservation and Recovery Information System. RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Date of Government Version: 12/01/01
Date Made Active at EDR: 04/08/02
Database Release Frequency: Varies

Date of Data Arrival at EDR: 02/04/02
Elapsed ASTM days: 63
Date of Last EDR Contact: 01/14/02

ERNS: Emergency Response Notification System

Source: EPA/NTIS

Telephone: 202-260-2342

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 08/08/00
Date Made Active at EDR: 09/06/00
Database Release Frequency: Varies

Date of Data Arrival at EDR: 08/11/00
Elapsed ASTM days: 26
Date of Last EDR Contact: 02/01/02

FEDERAL ASTM SUPPLEMENTAL RECORDS

BRS: Biennial Reporting System

Source: EPA/NTIS

Telephone: 800-424-9346

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/99
Database Release Frequency: Biennially

Date of Last EDR Contact: 03/18/02
Date of Next Scheduled EDR Contact: 06/17/02

CONSENT: Superfund (CERCLA) Consent Decrees

Source: EPA Regional Offices

Telephone: Varies

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: N/A
Database Release Frequency: Varies

Date of Last EDR Contact: N/A
Date of Next Scheduled EDR Contact: N/A

ROD: Records Of Decision

Source: NTIS

Telephone: 703-416-0223

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 09/30/00
Database Release Frequency: Annually

Date of Last EDR Contact: 01/07/02
Date of Next Scheduled EDR Contact: 04/08/02

DELISTED NPL: National Priority List Deletions

Source: EPA
Telephone: N/A

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 01/29/02
Database Release Frequency: Quarterly

Date of Last EDR Contact: 02/04/02
Date of Next Scheduled EDR Contact: 05/06/02

FINDS: Facility Index System/Facility Identification Initiative Program Summary Report

Source: EPA
Telephone: N/A

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 10/29/01
Database Release Frequency: Quarterly

Date of Last EDR Contact: 01/07/02
Date of Next Scheduled EDR Contact: 04/08/02

HMIRS: Hazardous Materials Information Reporting System

Source: U.S. Department of Transportation
Telephone: 202-366-4526

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 09/30/01
Database Release Frequency: Annually

Date of Last EDR Contact: 01/21/02
Date of Next Scheduled EDR Contact: 04/22/02

MLTS: Material Licensing Tracking System

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 02/14/02
Database Release Frequency: Quarterly

Date of Last EDR Contact: 01/07/02
Date of Next Scheduled EDR Contact: 04/08/02

MINES: Mines Master Index File

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959

Date of Government Version: 12/14/01
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 01/02/02
Date of Next Scheduled EDR Contact: 04/01/02

NPL LIENS: Federal Superfund Liens

Source: EPA
Telephone: 205-564-4267

Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/15/91
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 02/26/02
Date of Next Scheduled EDR Contact: 05/27/02

PADS: PCB Activity Database System

Source: EPA
Telephone: 202-260-3936
PCB Activity Database. PADS identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Last EDR Contact: 02/12/02
Date of Next Scheduled EDR Contact: 05/13/02

Date of Government Version: 12/01/01
Database Release Frequency: Annually

RAATS: RCRA Administrative Action Tracking System

Source: EPA
Telephone: 202-564-4104
RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Last EDR Contact: 03/11/02
Date of Next Scheduled EDR Contact: 06/10/02

Date of Government Version: 04/17/95
Database Release Frequency: No Update Planned

TRIS: Toxic Chemical Release Inventory System

Source: EPA
Telephone: 202-260-1531
Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Last EDR Contact: 12/26/01
Date of Next Scheduled EDR Contact: 03/25/02

Date of Government Version: 12/31/99
Database Release Frequency: Annually

TSCA: Toxic Substances Control Act

Source: EPA
Telephone: 202-260-5521
Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Last EDR Contact: 01/22/02
Date of Next Scheduled EDR Contact: 04/22/02

Date of Government Version: 12/31/98
Database Release Frequency: Every 4 Years

FTTS: FIFRA/TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-564-2501
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Last EDR Contact: 12/26/01
Date of Next Scheduled EDR Contact: 03/25/02

Date of Government Version: 01/11/02
Database Release Frequency: Quarterly

FTTS INSP: FIFRA/TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

Source: EPA
Telephone: 202-564-2501
Date of Government Version: 01/14/02
Database Release Frequency: Quarterly

Date of Last EDR Contact: 12/26/01
Date of Next Scheduled EDR Contact: 03/25/02

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STATE OF WASHINGTON ASTM STANDARD RECORDS

CSCSL: Confirmed & Suspected Contaminated Sites List

Source: Department of Ecology
Telephone: 360-407-7200

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 11/26/01
Date Made Active at EDR: 01/09/02
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 12/11/01
Elapsed ASTM days: 29
Date of Last EDR Contact: 02/22/02

HSL: Hazardous Sites List

Source: Department of Ecology
Telephone: 360-407-7200

The Hazardous Sites List is a subset of the CSCSL Report. It includes sites which have been assessed and ranked using the Washington Ranking Method (WARM).

Date of Government Version: 08/28/01
Date Made Active at EDR: 10/03/01
Database Release Frequency: Semi-Annually

Date of Data Arrival at EDR: 09/10/01
Elapsed ASTM days: 23
Date of Last EDR Contact: 03/11/02

SWF/LF: Solid Waste Facility Database

Source: Department of Ecology
Telephone: 360-407-6132

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 12/01/01
Date Made Active at EDR: 12/19/01
Database Release Frequency: Annually

Date of Data Arrival at EDR: 12/04/01
Elapsed ASTM days: 15
Date of Last EDR Contact: 01/07/02

LUST: Leaking Underground Storage Tanks Site List

Source: Department of Ecology
Telephone: 360-407-7200

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 03/13/02
Date Made Active at EDR: 03/29/02
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 03/18/02
Elapsed ASTM days: 11
Date of Last EDR Contact: 03/18/02

UST: Underground Storage Tank Database

Source: Department of Ecology
Telephone: 360-407-7170

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 03/13/02
Date Made Active at EDR: 04/08/02
Database Release Frequency: Quarterly

Date of Data Arrival at EDR: 03/18/02
Elapsed ASTM days: 21
Date of Last EDR Contact: 03/18/02

STATE OF WASHINGTON ASTM SUPPLEMENTAL RECORDS

ICR: Independent Cleanup Reports

Source: Department of Ecology
Telephone: 360-407-7200

These are remedial action reports Ecology has received from either the owner or operator of the sites. These actions have been conducted without department oversight or approval and are not under an order or decree.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 10/31/01
Database Release Frequency: Quarterly

Date of Last EDR Contact: 02/18/02
Date of Next Scheduled EDR Contact: 05/20/02

CSCSL NFA: Confirmed & Contaminated Sites - No Further Action

Source: Department of Ecology
Telephone: 360-407-7170

The data set contains information about sites previously on the Confirmed and Suspected Contaminated Sites list that have received a No Further Action (NFA) determination. Because it is necessary to maintain historical records of sites that have been investigated and cleaned up, sites are not deleted from the database when cleanup activities are completed. Instead, a No Further Action code is entered based upon the type of NFA determination the site received.

Date of Government Version: 11/26/01
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 02/11/02
Date of Next Scheduled EDR Contact: 02/18/02

EMI: Washington Emissions Data System
Source: Department of Ecology
Telephone: 360-407-8040

Date of Government Version: 12/31/99
Database Release Frequency: Annually

Date of Last EDR Contact: 01/22/02
Date of Next Scheduled EDR Contact: 04/22/02

LOCAL RECORDS

KING COUNTY:

Abandoned Landfill Study in King County

Source: Seattle-King County Department of Public Health
Telephone: 206-296-4785

The King County Abandoned Landfill Survey was conducted from October through December 1984 by the Health Department's Environmental Health Division at the request of the King County Council. The primary objective of the survey was to determine if any public health problems existed at the predetermined 24 sites.

Date of Government Version: 04/30/85
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 10/21/94
Date of Next Scheduled EDR Contact: N/A

SEATTLE COUNTY:

Abandoned Landfill Study in the City of Seattle

Source: Seattle - King County Department of Public Health
Telephone: 206-296-4785

The Seattle Abandoned Landfill Survey was conducted in June and July of 1984 by the Health Department's Environmental Health Division at the request of the Mayor's Office. The primary objective of the survey was to determine if any public health problems existed at the predetermined 12 sites.

Date of Government Version: 07/30/84
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 10/21/94
Date of Next Scheduled EDR Contact: N/A

SEATTLE/KING COUNTY:

Seattle - King County Abandoned Landfill Toxicity / Hazard Assessment Project

Source: Department of Public Health
Telephone: 206-296-4785

This report presents the Seattle-King County Health Department's follow-up investigation of two city owned and four county owned abandoned landfills which was conducted from February to December 1986.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Date of Government Version: 12/31/86
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 08/14/95
Date of Next Scheduled EDR Contact: N/A

SNOHOMISH COUNTY:

Solid Waste Sites of Record at Snohomish Health District

Source: Snohomish Health District
Telephone: 206-339-5250

Date of Government Version: 01/17/02
Database Release Frequency: Semi-Annually

Date of Last EDR Contact: 01/22/02
Date of Next Scheduled EDR Contact: 04/22/02

TACOMA/PIERCE COUNTY:

Closed Landfill Survey

Source: Tacoma-Pierce County Health Department
Telephone: 206-591-6500

Following numerous requests for information about closed dumpsites and landfills in Pierce County, the Tacoma-Pierce County Health Department decided to conduct a study on the matter. The aim of the study was to evaluate public health risks associated with the closed dumpsites and landfills, and to determine the need, if any, for further investigations of a more detailed nature. The sites represent all of the known dumpsites and landfills closed after 1950.

Date of Government Version: 04/15/93
Database Release Frequency: No Update Planned

Date of Last EDR Contact: 01/11/95
Date of Next Scheduled EDR Contact: N/A

EDR PROPRIETARY HISTORICAL DATABASES

Former Manufactured Gas (Coal Gas) Sites: The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. ©Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

Disclaimer Provided by Real Property Scan, Inc.

The information contained in this report has predominantly been obtained from publicly available sources produced by entities other than Real Property Scan. While reasonable steps have been taken to insure the accuracy of this report, Real Property Scan does not guarantee the accuracy of this report. Any liability on the part of Real Property Scan is strictly limited to a refund of the amount paid. No claim is made for the actual existence of toxins at any site. This report does not constitute a legal opinion.

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

Oil/Gas Pipelines/Electrical Transmission Lines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines and electrical transmission lines.

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 1999 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 1999 from the U.S. Fish and Wildlife Service.

GEOCHECK® - PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

BUILDING BUSTERS, INC.
13001 MARTIN LUTHER KING WAY
TUKWILA, WA 98178

TARGET PROPERTY COORDINATES

Latitude (North):	47.485691 - 47° 29' 8.5"
Longitude (West):	122.256599 - 122° 15' 23.8"
Universal Transverse Mercator:	Zone 10
UTM X (Meters):	556004.8
UTM Y (Meters):	5259188.5

EDR's GeoCheck Physical Setting Source Addendum has been developed to assist the environmental professional with the collection of physical setting source information in accordance with ASTM 1527-00, Section 7.2.3. Section 7.2.3 requires that a current USGS 7.5 Minute Topographic Map (or equivalent, such as the USGS Digital Elevation Model) be reviewed. It also requires that one or more additional physical setting sources be sought when (1) conditions have been identified in which hazardous substances or petroleum products are likely to migrate to or from the property, and (2) more information than is provided in the current USGS 7.5 Minute Topographic Map (or equivalent) is generally obtained, pursuant to local good commercial or customary practice, to assess the impact of migration of recognized environmental conditions in connection with the property. Such additional physical setting sources generally include information about the topographic, hydrologic, hydrogeologic, and geologic characteristics of a site, and wells in the area.

Assessment of the impact of contaminant migration generally has two principle investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata. EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

USGS TOPOGRAPHIC MAP ASSOCIATED WITH THIS SITE

Target Property: 2447122-D3 DES MOINES, WA
Source: USGS 7.5 min quad index

GENERAL TOPOGRAPHIC GRADIENT AT TARGET PROPERTY

Target Property: General SW

Source: General Topographic Gradient has been determined from the USGS 1 Degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County
KING, WA

FEMA Flood
Electronic Data
YES - refer to the Overview Map and Detail Map

Flood Plain Panel at Target Property: 53033C0957F / CWPP

Additional Panels in search area: 53033C0645F / CWPP
53033C0976F / CWPP

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property
DES MOINES

NWI Electronic
Data Coverage
YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Site-Specific Hydrogeological Data*:

Search Radius: 2.0 miles
 Location Relative to TP: 1 - 2 Miles South
 Site Name: AMERICAN CAN CO
 Site EPA ID Number: WAD063351506
 Groundwater Flow Direction: E
 Inferred Depth to Water: less than 5 feet
 Hydraulic Connection: The uppermost aquifer at the site is situated in the White River alluvium that consists of pebble-cobble, gravel, and sand.
 Sole Source Aquifer: No information about a sole source aquifer is available
 Data Quality: Information is inferred in the CERCLIS investigation report(s)

AQUIFLOW®

Search Radius: 2.000 Miles.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
1	1/8 - 1/4 Mile NW	SE
2	1/2 - 1 Mile West	E
3	1/2 - 1 Mile NNE	N
4	1 - 2 Miles WNW	NW
5	1 - 2 Miles WSW	SE
6	1 - 2 Miles ESE	Not Reported
A7	1 - 2 Miles ESE	Not Reported
A8	1 - 2 Miles East	WNW
9	1 - 2 Miles ESE	NW

For additional site information, refer to Physical Setting Source Map Findings.

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era: Cenozoic
 System: Tertiary
 Series: Eocene
 Code: Tec (decoded above as Era, System & Series)

GEOLOGIC AGE IDENTIFICATION

Category: Continental Deposits

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

* ©1996 Site-specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name: **PILCHUCK**

Soil Surface Texture: **loamy sand**

Hydrologic Group: **Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.**

Soil Drainage Class: **Somewhat excessive. Soils have high hydraulic conductivity and low water holding capacity. Depth to water table is more than 6 feet.**

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel: **MODERATE**

Depth to Bedrock Min: **> 60 inches**

Depth to Bedrock Max: **> 60 inches**

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
1	0 inches	20 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COURSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 20.00 Min: 8.00	Max: 7.30 Min: 6.10
2	20 inches	38 inches	sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COURSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 20.00 Min: 8.00	Max: 7.30 Min: 5.60
3	38 inches	60 inches	gravelly - sand	Granular materials (35 pct. or less passing No. 200), Stone Fragments, Gravel and Sand.	COURSE-GRAINED SOILS, Sands, Clean Sands, Poorly graded sand.	Max: 20.00 Min: 20.00	Max: 7.30 Min: 6.10

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
Layer	Boundary		Soil Texture Class	Classification		Permeability Rate (in/hr)	Soil Reaction (pH)
	Upper	Lower		AASHTO Group	Unified Soil		
4	60 inches	70 inches	fine sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COURSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 6.00 Min: 2.00	Max: 6.50 Min: 5.60

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

- Soil Surface Textures:** fine sandy loam
silt loam
silty clay loam
gravelly - loam
gravelly - coarse sand
muck
loam
- Surficial Soil Types:** fine sandy loam
silt loam
silty clay loam
gravelly - loam
gravelly - coarse sand
muck
loam
- Shallow Soil Types:** fine sandy loam
silty clay loam
silt loam
peaty - silt loam
loam
sandy loam
- Deeper Soil Types:** silt loam
silty clay loam
very gravelly - coarse sand
stratified
loamy fine sand
very gravelly - sand
sapric material
sand
very gravelly - loamy sand
loamy sand

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

ADDITIONAL ENVIRONMENTAL RECORD SOURCES

According to ASTM E 1527-00, Section 7.2.2, "one or more additional state or local sources of environmental records may be checked, in the discretion of the environmental professional, to enhance and supplement federal and state sources... Factors to consider in determining which local or additional state records, if any, should be checked include (1) whether they are reasonably ascertainable, (2) whether they are sufficiently useful, accurate, and complete in light of the objective of the records review (see 7.1.1), and (3) whether they are obtained, pursuant to local, good commercial or customary practice." One of the record sources listed in Section 7.2.2 is water well information. Water well information can be used to assist the environmental professional in assessing sources that may impact groundwater flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

<u>DATABASE</u>	<u>SEARCH DISTANCE (miles)</u>
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

<u>MAP ID</u>	<u>WELL ID</u>	<u>LOCATION FROM TP</u>
No Wells Found		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID Direction Distance Elevation			Database	EDR ID Number
1 NW 1/8 - 1/4 Mile Higher	Site ID:	4572	AQUIFLOW	61087
	Groundwater Flow:	SE		
	Shallowest Water Table Depth:	0.64		
	Deepest Water Table Depth:	9.31		
	Average Water Table Depth:	Not Reported		
	Date:	07/25/1998		
2 West 1/2 - 1 Mile Higher	Site ID:	1459	AQUIFLOW	61474
	Groundwater Flow:	E		
	Shallowest Water Table Depth:	12.00		
	Deepest Water Table Depth:	13.81		
	Average Water Table Depth:	Not Reported		
	Date:	11/24/1998		
3 NNE 1/2 - 1 Mile Higher	Site ID:	2140	AQUIFLOW	61239
	Groundwater Flow:	N		
	Shallowest Water Table Depth:	15.48		
	Deepest Water Table Depth:	16.58		
	Average Water Table Depth:	Not Reported		
	Date:	05/1993		
4 WNW 1 - 2 Miles Higher	Site ID:	5565	AQUIFLOW	61404
	Groundwater Flow:	NW		
	Shallowest Water Table Depth:	4.33		
	Deepest Water Table Depth:	6.04		
	Average Water Table Depth:	Not Reported		
	Date:	11/1994		
5 WSW 1 - 2 Miles Higher	Site ID:	324111	AQUIFLOW	41856
	Groundwater Flow:	SE		
	Shallowest Water Table Depth:	4.78		
	Deepest Water Table Depth:	9.97		
	Average Water Table Depth:	Not Reported		
	Date:	08/14/1997		
6 ESE 1 - 2 Miles Higher	Site ID:	1700	AQUIFLOW	61082
	Groundwater Flow:	Not Reported		
	Shallowest Water Table Depth:	Not Reported		
	Deepest Water Table Depth:	Not Reported		
	Average Water Table Depth:	6.5		
	Date:	03/16/1990		
A7 ESE 1 - 2 Miles Lower	Site ID:	2827	AQUIFLOW	61175
	Groundwater Flow:	Not Reported		
	Shallowest Water Table Depth:	Not Reported		
	Deepest Water Table Depth:	Not Reported		
	Average Water Table Depth:	7		
	Date:	10/17/1990		

PHYSICAL SETTING SOURCE RECORDS SEARCHED

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 1999 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 1999 from the U.S. Fish and Wildlife Service.

HYDROGEOLOGIC INFORMATION

AQUIFLOW[®] Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, *Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).*

STATSGO: State Soil Geographic Database

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the national Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

ADDITIONAL ENVIRONMENTAL RECORD SOURCES

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-260-2805

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-260-2805

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: In November 1971 the United States Geological Survey (USGS) implemented a national water resource information tracking system. This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on more than 900,000 wells, springs, and other sources of groundwater.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STATE RECORDS

Water Wells

Source: Department of Transportation
Telephone: 360-705-7444
Group A well location points in Washington State.

Kitsap County Water Wells in Washington

Source: Public Utility District No. 1 of Kitsap County
Telephone: 206-779-7656

RADON

Area Radon Information: The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones: Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

NFA Letter Gas Station



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

February 21, 2003

Herbert R. Pearse
ECO-TEC, Inc
PO Box 690
Vaughn, Washington 98394

Dear Mr. Pearse:

Re: Independent Remedial Action – Evaluation for tank removal and contaminated soil excavation/disposal
Building Busters, 13201 Martin Luther King Way S., Seattle, Washington, 98178

Thank you for submitting the results of your independent remedial actions for review by the State of Washington Department of Ecology (Ecology). Ecology appreciates your initiative in pursuing this administrative option under the Model Toxics Control Act (MTCA).

Ecology's Toxics Cleanup Program has reviewed the following information regarding Building Busters' facility located at 13201 Martin Luther King Way S., Seattle, Washington:

1. Underground Storage Tank Decommissioning and Post Remediation Assessment Report, Eco-Tec Inc., December 3, 2002.

The report listed above will be kept in the Central Files of the Northwest Regional Office (NWRO) of Ecology for review by appointment only. Appointments can be made by calling Central Records at the NWRO at (425) 649-7190 or -7239.

Based upon the information in the report listed above, Ecology has determined that, at this time, the release of Total Petroleum Hydrocarbon into the soil no longer poses a threat to human health or the environment.

Therefore, Ecology is issuing this determination that no further remedial action is necessary at this site under MTCA, chapter 70.105D RCW. However, please note that because your actions were not conducted under a consent decree with Ecology, this letter is written pursuant to RCW 70.105D.030(1)(i) and does not constitute a settlement by the state under RCW 70.105D.040(4) and is not binding on Ecology.

Ecology will update its Leaking Underground Storage Tank (LUST) and Confirmed & Suspected Contaminated Sites List (CSCS) database to reflect this 'no further action' determination. Your site will not appear in future publications of the LUST and CSCS database.

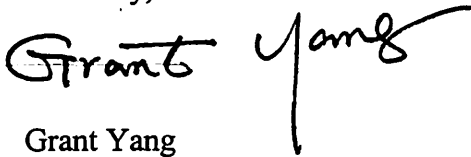


13201 Martin Luther King Way S., Seattle, Washington, 98178
February 21, 2003
Page 2

The state, Ecology, and its officers and employees are immune from all liability and no cause of action of any nature may arise from any act or omission in providing this determination.

If you have any questions, please contact Grant Yang at 425-649-7126.

Sincerely,

A handwritten signature in black ink that reads "Grant Yang". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Grant Yang
Toxics Cleanup Program

Appraisers' Experience Data



David M. Chudzik, Ph.D., MAI, CRE

Vice President

Valuation Advisory Services

CAREER SUMMARY

Since joining Kidder Mathews' Valuation Advisory Services in October of 2004, David has provided valuation and consultation services for a wide variety of commercial property types including office, industrial, retail, multifamily, hospitality, marina, and development properties. His experience includes complex properties like biotechnology research facilities, data centers, sawmills, shipyards, and other specialized property types. He has performed biotechnology valuation and market analysis on a national basis and authored the National Biotechnology Real Estate Market Analysis for GVA Worldwide. Assignments have included valuation of leasehold interests, air rights, condemnation compensation, conservation easements as well as market rent studies.

David's professional experience includes venture capital investing with emphasis in the life sciences industry. He has also worked as a development analyst and project manager at Seattle area real estate development companies. His development experience includes multifamily residential, commercial office, and marina developments.

David brings unique qualifications to real estate valuation and consulting making him well-qualified in the analysis of some of the most complex and sophisticated real estate.

EDUCATION

- Doctor of Philosophy, Biochemistry, University of Washington
- Master of Business Administration, Management, University of Washington
- Bachelor of Science, Biochemistry, University of Washington
- Bachelor of Arts, Spanish, University of Washington

PROFESSIONAL LICENSES

- Washington Certified General Real Estate Appraiser (No. 1102099)
- Oregon Certified General Real Estate Appraiser (No. C00182)
- California Certified General Real Estate Appraiser (No. 3004403)
- Washington Real Estate Broker (No. 127896)

PROFESSIONAL AFFILIATIONS

- Member of Appraisal Institute (MAI)
- Counselors of Real Estate (CRE)

601 Union St, Suite 4720
Seattle, WA 98101
T 206.205.0222
F 206.205.0220
dchudzik@kiddermathews.com
.....

David Chudzik, Ph.D., MAI, CRE continued

PARTIAL CLIENT LIST

Allstate Life Insurance Co.	KeyBank	Puget Sound Bank
Alexandria Real Estate Equities	King County	Puget Western
Archdiocese of Seattle	Low Income Housing Institute	San Juan County Land Bank
Bank of America	Memorial Medical Center	Schnitzer West
BECU	Merrill Lynch	Seattle BioMed
Bloch Properties	Morgan Stanley	Seattle Monorail Project
Citibank	Morton McGoldrick, PS	Server Farm Realty
City of Seattle	Moss Adams	Stockbridge Capital Group
City of Renton	National Real Estate Advisors	Todd Shipyards
Davis Wright Tremaine	Nexus Properties	Unico Properties
East West Bank	Northwest Diabetes Research Center	Union Bank
First Sound Bank	Northwest Kidney Center	University of Washington
First Mutual Bank	Novartis	US Bancorp
GE Capital	Olympus Real Estate Partners	Vulcan Real Estate
H5 Capital	Overlake Medical Center	Washington Federal
Heritage Bank	Perkins Coie	Washington Trust Bank
Jefferson County	Port of Port Townsend	Wells Fargo
JPMorgan Chase Bank	Portland State University	

STATE OF WASHINGTON

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION



THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

CERTIFIED GENERAL REAL ESTATE APPRAISER

DAVID MATTHEW CHUDZIK
7047 51ST AVENUE NE
SEATTLE WA 98115

1102099

License Number

03/17/2011

Issued Date

11/02/2018

Expiration Date

Pat Kohler
Pat Kohler, Director



Keven Russell, MAI
Vice President
Valuation Advisory Services

CAREER SUMMARY

Keven Russell has been actively engaged in the appraisal of real estate in the state of Washington since 2007, joining Kidder Mathews Valuation Advisory Services in August 2011. Prior to joining, Keven was an appraiser with Auble, Jolicoeur & Gentry in Spokane, Washington.

Keven’s appraisal experience includes the valuation of development land, residential subdivisions, apartments, condominiums, group homes, general offices, medical offices, retail, restaurants, self-storage facilities, a bowling alley, RV developments, and resort communities. The majority of the properties appraised are located in the Inland Northwest region surrounding Spokane, Washington.

STATE CERTIFICATION

Keven has completed the state requirement for the certified general license and holds the MAI designation.

EDUCATION

Bachelor of Arts; Business Administration, University of Washington

APPRAISAL INSTITUTE COURSES COMPLETED

- General Market Analysis and Highest & Best Use
- General Appraiser Site Valuation & Cost Approach
- General Appraiser Sales Comparison Approach
- General Appraiser Income Approach Parts 1 & 2
- General Appraiser Report Writing & Case Studies
- Advanced Income Capitalization

PROFESSIONAL LICENSES AND MEMBERSHIPS

- State of Washington Certified General Real Estate Appraiser (No. 1102079)
- Director, Education, and Finance Chair of the Appraisal Institute INWC

601 Union St, Suite 4720
Seattle, WA 98101
T 206.205.0211
F 206.205.0220
krussell@kiddermathews.com

PARTIAL CLIENT LIST

-
American West Bank
-
Bank of America
-
Banner Bank
-
Sterling
-
Washington Trust
-
Wells Fargo
-

STATE OF WASHINGTON

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION

THIS CERTIFIES THAT THE PERSON NAMED HEREON IS AUTHORIZED, AS PROVIDED BY LAW, AS A



CERTIFIED GENERAL REAL ESTATE APPRAISER

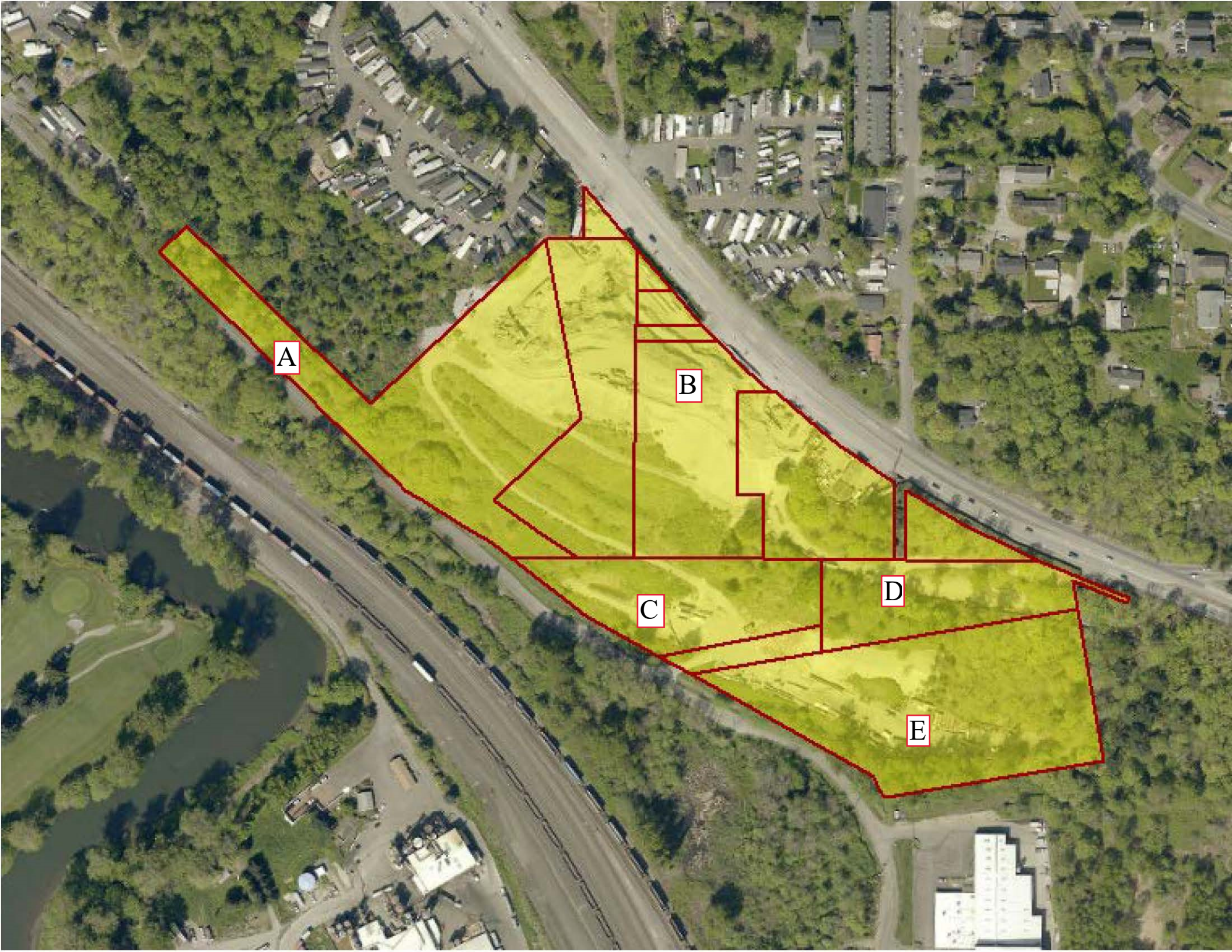
KEVEN A RUSSELL
829 S 31ST ST.
RENTON WA 98055

Cert/Lic No.
1102079

Issued Date
09/28/2010

Expiration Date
02/11/2018


Pat Kohler, Director



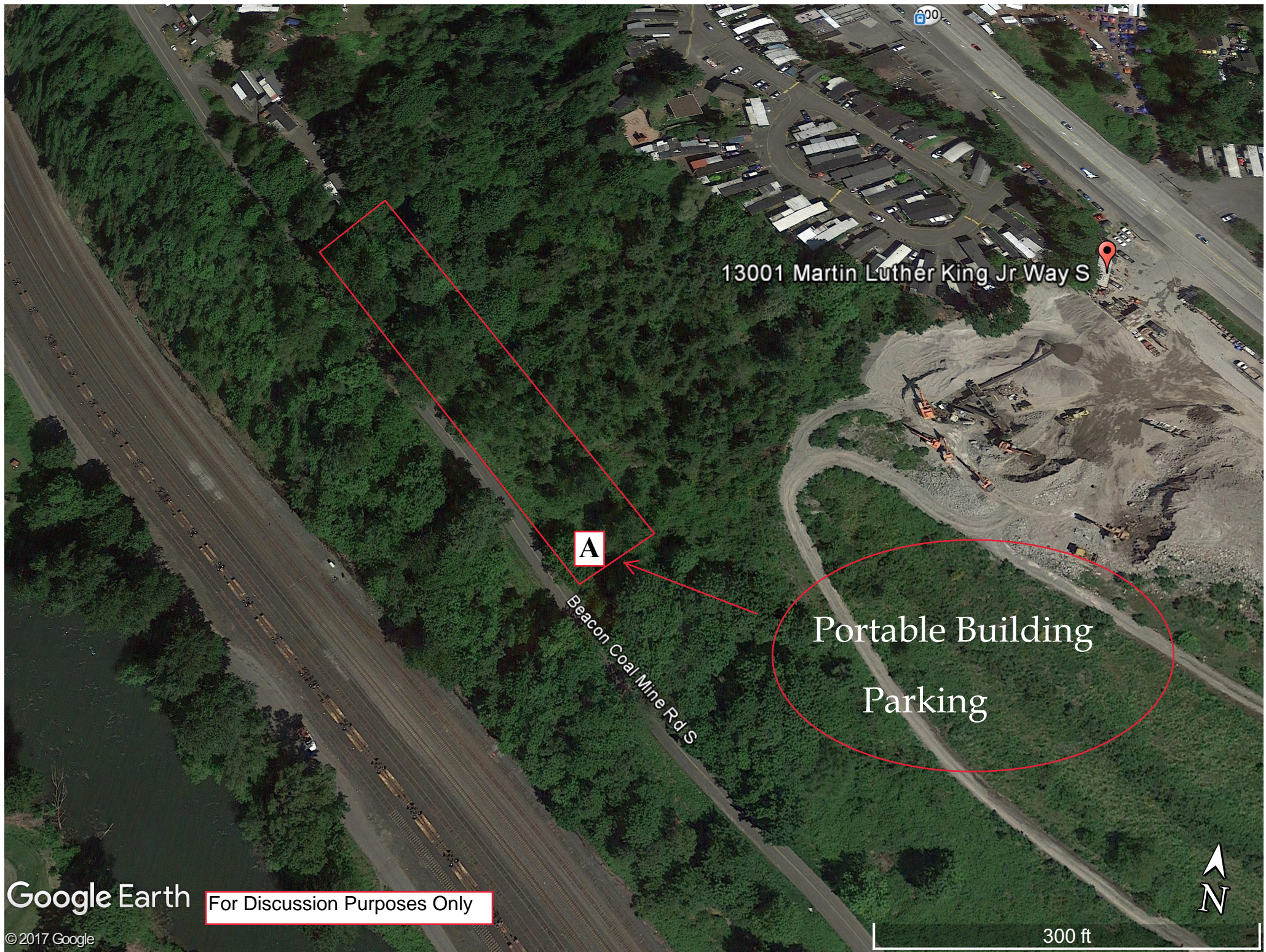
A

B

C

D

E



13001 Martin Luther King Jr Way S

A

Portable Building
Parking

Beacon Coal Mine Rd S



Martin Luther King Jr Way S

Martin Luther King Jr Way S

Bus Parking

900

B

64th Ave S

Google Earth

For Discussion Purpose Only

© 2017 Google

Beacon Coal Mine



300 ft



13001 Martin Luther King Jr Way S

900

Portable Building
Parking

Beacon Coal Mine Rd S

C

Google Earth

For Discussion Purposes Only

© 2017 Google



200 ft

Gardening Equipment
Parking Area

900

Martin Luther King Jr Way S

D

Google Earth

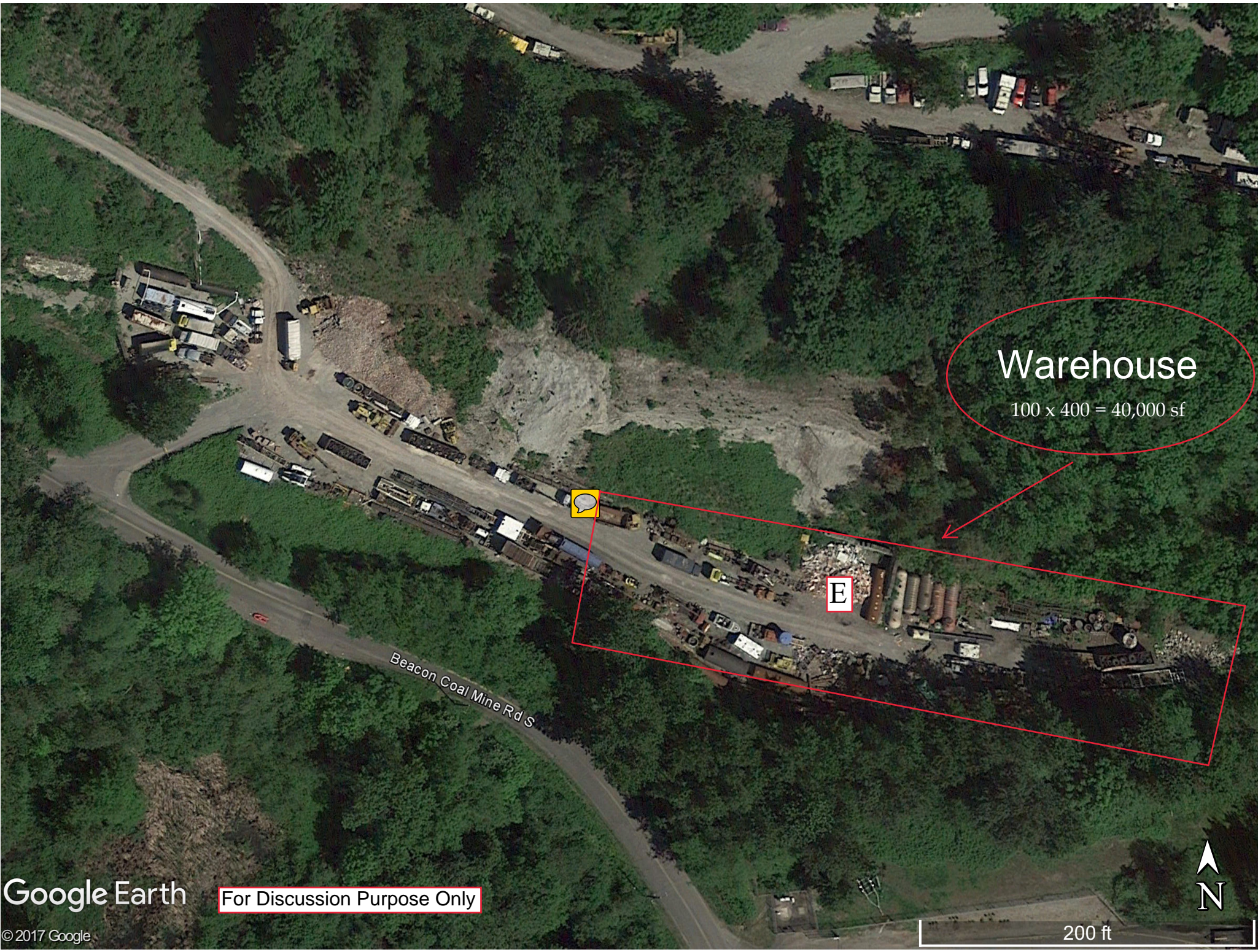
For Discussion Purposes Only

© 2017 Google

Coal Mine Rd

300 ft





Warehouse

100 x 400 = 40,000 sf

E

Beacon Coal Mine Rd S

Google Earth

For Discussion Purpose Only

© 2017 Google

200 ft

