

ATTACHMENT A:

REAL ESTATE GIFT AGREEMENT

REAL ESTATE GIFT AGREEMENT

THIS REAL ESTATE GIFT AGREEMENT ("Agreement") is made and entered by and between **MARY T. SHEEHAN**, an individual (the "Donor"), and **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the "Donee"). Donor and Donee are also referred to herein individually as a "Party" or collectively as "Parties." This Agreement shall be effective as of the date it has been executed by both Parties ("Effective Date").

RECITALS

A. The Donee is a political subdivision of the State of Washington, contributions to Donee are deductible for federal income tax purposes under Section 170(c)(1) of the Internal Revenue Code of 1986 (as amended, the "IRC") if the contribution or gift is made for exclusively public purposes.

B. Donor is the owner of that certain real property located generally at 1514 and 1520 NE 146th Street in Shoreline, Washington, King County, State of Washington, the legal description of which is attached hereto as Exhibit A (the "Real Property").

C. Donor desires to donate the Real Property and Donee desires to accept the Real Property for public purposes, specifically for a regional behavioral health facility that will serve the public and meet applicable local code and zoning requirements, and comply with local, state, and federal law for its development and operation.

D. The execution of this donation is contingent on obtaining King County Council approval by motion for the acceptance of the Real Property.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

AGREEMENT

ARTICLE 1. GIFT AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE GIFTED. Subject to the terms of this Agreement, Donor shall donate and convey to Donee on the Closing Date (as hereinafter defined) and Donee shall accept from Donor on the Closing Date the following assets and properties:

1.1.1. all of Donor's right, title and interest in the Real Property as legally described in EXHIBIT A;

1.1.2. all of Donor's right, title and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Donor's right, title and interest in and to tangible personal property, if any, owned by the Donor and attached, appurtenant to or used in connection with the Real Property ("Personal Property") that is required be conveyed to Donor under Section 3.4 of this Agreement;

1.1.4. all of Donor's easements and other rights that are appurtenant to the Real Property including but not limited to, Donor's right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, licenses, government approvals and permits affecting the Real Property, and all Donor's right, title and interest in and to any plans, drawings, surveys, and warranty right related to the Real Property. Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Gift Property."

1.2. APPROVAL OF DONATION. If the King County Council fails to approve the transactions contemplated by this Agreement, the Deed or transfer documentation, or the title of condition of the Gifted Property, then Donee shall have the right to terminate this Agreement within 15 calendar days of King County Council disapproval, by written notice to Donor, in which case neither party shall have any further right or obligation under this Agreement except those that expressly survive termination.

1.3. APPRAISAL AND CHARITABLE DEDUCTION. The Donor intends that the fair market value of the Gifted Property shall be a noncash charitable contribution to the Donee, but the Donor understands and acknowledges that the Donee makes no representation regarding the fair market value of the Gift Property and legal or tax consequences of the transactions contemplated by this Agreement. The Donor is responsible for obtaining a qualified appraisal of Gift Property and the Donor shall be solely responsible for compliance with the gift value substantiation requirements of the IRC. The Donor shall obtain, at the Donor's sole cost and expense, a qualified appraisal of the Gift Property, as required by the Internal Revenue Service (the "IRS") and the IRC to substantiate any charitable deduction taken by the Donor. The Donor shall obtain a qualified appraisal stating the appraised value (the "Appraised Value") as close to the Effective Date as is feasible. The Donee will sign the acknowledgment section of IRS Form 8283 that is correctly completed by Donor and/or Donor's qualified appraiser, and will provide contemporaneous acknowledgement of the Donor's gift-in-kind. Donee's acknowledgement will disclose whether anything of value was conferred upon Donor in exchange for the donation, including reimbursement for costs associated with making the gift.

In the event the Donee sells the Gift Property within three (3) years of the donation, then the Donee shall be responsible for completing and filing IRS Form 8282 and will send a copy of that form to the Donor. The Donor shall be solely responsible for any audits, assessments, penalties, taxes, costs, or liabilities that may arise from the charitable deduction claimed by the Donor in this transaction and shall defend, indemnify, and hold the Donee harmless for any claims related to the same. Donor is advised to seek her own legal and/or tax counsel for the gift contemplated in this Agreement and has not relied on any representation from Donee related to the gift provided in this Agreement or elsewhere.

**ARTICLE 2.
DONATION CONDITIONS**

2.1. DONATION. In consideration of the gift and grant and conveyance of the Gift Property, Donee shall diligently pursue and endeavor to develop, complete, and construct a regional behavioral health facility on the Real Property associated with the donated interests. Regional behavioral health facilities are those that provide therapeutic responses to behavioral health crises, provide treatment for substance use disorders and mental health conditions, or otherwise promote mental health and wellbeing and integrated physical and behavioral health care. Regional behavioral health facilities may include permanent supportive housing or behavioral health residential treatment, which promotes housing stability for persons with behavioral health and other disabilities. The site should be used for such purposes for at least 50 years from the time of the execution of this agreement. If the Donee determines that development of such a facility is not feasible or the facility reaches the end of its lifecycle, then the sales proceeds from the disposition of the Gift Property shall fund a regional behavioral health facility at another location. Donor agrees this includes constructing a new facility or funding an existing facility at a different location through capital improvements or operations, as applicable.

**ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF
PROPERTY**

3.1. WARRANTIES AND REPRESENTATIONS OF DONOR. As of the date hereof and as of the Closing Date, Donor represents and warrants as follows:

3.1.1. AUTHORIZATION. The Donor has full power and authority to enter into this Agreement and to convey title to the Gift Property and the Gift Funds in accordance with this Agreement. No consent or authorization from any other person, entity, or government agency is required for the Donor to enter into and perform the Donor's obligations under this Agreement except as has already been obtained. The execution of this Agreement will not constitute a breach or default under any agreement to which the Donor is bound and/or to which the Gift Property and Gift Funds are subject.

3.1.2. TITLE TO PROPERTY. The Donor has good and marketable title to the Gift Property. To the Donor's Knowledge, there are no unrecorded or undisclosed legal or equitable interest in the Gift Property owned or claimed by anyone other than the Donor.

3.1.3. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Donor is within the powers of Donor as an individual. This Agreement constitutes the legal, valid, and binding obligation of Donor enforceable against Donor in accordance with the terms herein.

3.1.4. NO LITIGATION. There is no pending, or to Donor's knowledge, threatened claim, lawsuit, litigation, arbitration, investigation or other proceeding pertaining to the Property

or any part thereof. There is no pending or, to the best of Donor's knowledge, threatened condemnation or similar proceeding pertaining to the Property or any part thereof.

3.1.5. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Donor is within the powers of Donor as an individual. This Agreement constitutes the legal, valid and binding obligation of Donor enforceable against Donor in accordance with the terms herein.

3.1.6. NO LITIGATION. There is no pending, or to Donor's knowledge, threatened claim, lawsuit, litigation, arbitration, investigation or other proceeding pertaining to the Property or any part thereof. There is no pending or, to the best of Donor's knowledge, threatened condemnation or similar proceeding pertaining to the Property or any part thereof.

3.1.7. NO VIOLATIONS. No governmental entity with jurisdiction or other person or entity has asserted, or to Donor's knowledge, has threatened to assert that the Property or any part thereof is in violation of any applicable legal requirement. Donor has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use.

3.1.8. HAZARDOUS SUBSTANCES. During Donor's ownership of the Property, and to Donor's knowledge before Donor's ownership of the Property, (i) there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Substances, as defined under any applicable federal, state, or local law, ordinance, or regulation, on, in, under or emanating from the Property; and (ii) there are or have been no underground storage tanks on the Property and no underground storage tanks have been removed from the Property. To Donor's knowledge there are no facts that would lead it to believe that there are any Hazardous Substances on, in, under or emanating from the Property. To Donor's knowledge there are no concealed material defects in the Property. For purposes of this Agreement, "Donor's knowledge" shall mean the actual knowledge of Mary Sheehan.

3.1.9. NO CONTRACTS. Except for the Permitted Exceptions (defined below), there are no contracts, agreements or other arrangements under which Donor is obligated to sell, exchange, transfer, lease, rent or allow the use of the Property or any part thereof now or in the future, or under which any person or entity has the right to possess or occupy the Property or any part thereof now or in the future.

3.1.10. FULL DISCLOSURE. No representation or warranty by Donor in this Agreement or in any instrument, certificate or statement furnished to Donee pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading. The books, records, leases, agreements and other items to be delivered to Donee pursuant to this Agreement will comprise all material documents in Donor's possession or control regarding the operation and condition of the Property.

3.1.11. FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Donor shall not without the prior written consent of Donee:

- (a) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or
- (b) sell, dispose of or encumber any portion of the Property.

3.1.12. MAINTENANCE OF PROPERTY. Donor shall continue to maintain the Property in its current condition, normal wear and tear excepted, and in compliance with all applicable laws and to pay all costs of the Property between the Effective Date and Closing. Donor shall maintain between the Effective Date and Closing with respect to the Property a policy of all-risk commercial replacement cost property insurance. Donor will provide proof of such insurance to the Donee on the Effective Date.

3.2. AS-IS DONATION.

3.2.1. THE DONEE IS TAKING TITLE TO THE GIFT PROPERTY "AS IS WHERE IS" IN ITS PRESENT CONDITION. THE DONEE HAS THE OPPORTUNITY TO INSPECT THE GIFT PROPERTY AND DOCUMENTATION IN THE DONOR'S POSSESSION AS PROVIDED HEREIN. EXCEPT AS EXPRESSLY SET FORTH IN 3.1 ABOVE AND IN THE DEED, THE DONOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO: (A) THE CONDITION OF THE GIFT PROPERTY OR ANY BUILDINGS, STRUCTURE OR IMPROVEMENTS THEREON OR THE SUITABILITY OF THE GIFT PROPERTY FOR HABITATION OR FOR DONEE'S INTENDED USE; (B) ANY APPLICABLE BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO COMPLIANCE THEREWITH OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (C) THE AVAILABILITY OR EXISTENCE OF ANY WATER, SEWER OR UTILITIES, ANY RIGHTS THERETO, OR ANY WATER, SEWER OR UTILITY DISTRICTS; (D) ACCESS TO ANY PUBLIC OR PRIVATE SANITARY SEWER OR DRAINAGE SYSTEM; OR (E) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT THE GIFT PROPERTY OR IN ANY IMPROVEMENTS ON THE GIFT PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA-FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE GIFT PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY SET FORTH HEREIN (INCLUDING THE REPRESENTATIONS AND WARRANTIES IN ARTICLE 3. ABOVE), THE DONOR SHALL HAVE NO LIABILITY WITH RESPECT TO THE CONDITION OF THE GIFT PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C.A. SECTIONS 9601 ET SEQ., OR WASHINGTON STATE MODEL TOXICS CONTROL ACT AS CODIFIED IN CHAPTER 70A.305 RCW. THE DONEE ACKNOWLEDGES THAT THE DONEE IS GIVEN THE OPPORTUNITY UNDER THIS

AGREEMENT TO FULLY INSPECT THE GIFT PROPERTY AND DONEE ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION.

3.2.2. NO RELIANCE. The Donee acknowledges that (i) the Donee has had or will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual and other inquiries and investigation as the Donee deems necessary, desirable or appropriate with respect to the Gift Property, and (ii) except as otherwise expressly set forth in Article 3.1 of this Agreement, neither the Donor, nor anyone acting for or on behalf of the Donor, has made any representation, warranty, promise or statement, express or implied, to the Donee, or to anyone acting for or on behalf of the Donee, concerning the Gift Property or the condition, use or development thereof. The Donee represents that, in entering into this Agreement, the Donee has not relied on any representation, warranty, promise or statement, express or implied, of Donor, or anyone acting for or on behalf of the Donor, other than as expressly set forth in Article 3.1 of this Agreement, and that the Donee shall accept the Gift Property based upon the Donee's own prior investigation and examination of the Gift Property. If the Donee elects (a) not to inspect the Gift Property, (b) to terminate this Agreement on or before the expiration of the Due Diligence Period, or (c) to proceed to Closing, such election will be made at the Donee's absolute discretion, in reliance solely upon the tests, analyses, inspections and investigations that the Donee makes, or had the right to make and opted not, or otherwise failed, to make, and not in reliance upon any alleged representation made by or on behalf of the Donor, except as set forth in Article 3.1.

The provisions of this Article 3.2 shall survive indefinitely any Closing or termination of this Agreement and shall not be merged into the Closing documents.

3.3. REPRESENTATIONS AND WARRANTIES OF DONEE. As of the date hereof and as of the Closing Date, Donee represents and warrants as follows:

3.3.1. ORGANIZATION. Donee is a political subdivision of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington.

3.3.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Donee (i) is within the powers of Donee as a political subdivision of the State of Washington, and (ii) subject to the contingency in Section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Donee's governing authority. This Agreement constitutes the legal, valid and binding obligation of Donee enforceable against Donee in accordance with the terms hereof.

3.3.4. USE OF GIFT PROPERTY. The Gift Property will be operated for the purpose of establishing a Regional behavioral health Facility for fifty (50) years beginning from the execution of this Agreement. regional behavioral health facilities are those that provide therapeutic responses to behavioral health crises, provide treatment for substance use disorders and mental health conditions, or otherwise promote mental health and wellbeing and integrated physical and

behavioral health care. Regional behavioral health facilities may include permanent supportive housing or behavioral health residential treatment, which promotes housing stability for persons with behavioral health and other disabilities. If the Donee determines that development of such a facility is not feasible or the facility reaches the end of its lifecycle, then the Donee may, in their sole discretion, sell the Gift Property. If the Gift Property is sold, then all funds shall be used to fund a regional behavioral health facility at another location within King County, Washington. Donor agrees this includes constructing a new facility or funding an existing facility at a different location through capital improvements or operations, as applicable.

3.4. RISK OF LOSS. Until the Closing, the risk of loss relating to the Gift Property shall rest with the Donor. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, fire, earthquakes, tremors, wind, rain or other natural occurrences ("Casualty"). If the Property is destroyed or damaged by Casualty prior to Closing the Donee shall promptly notify the Donor in writing whether is elects to either (a) terminate this Agreement, or (b) proceed with the transaction and Closing in accordance with this Agreement notwithstanding such damage. The Donee shall be responsible for all expenses arising from maintenance of the Gift Property beginning on the date of Closing.

3.5. PERSONAL PROPERTY. Donor shall at Closing execute a bill of sale and assignment in substantially the form of Exhibit C for any Personal Property that is used in connection with the ownership, operation and maintenance of the Property. ("Conveyed Personal Property"). Donor shall retain and remove from the Property prior to Closing any other Personal Property that may be removed without damage to the Property, including without limitation, furniture, computers, and phones ("Retained Personal Property"). Within ten (10) business days of the Effective Date, Donor and Donee shall inspect the Property together and attempt to mutually agree on the inventories of the Conveyed Personal Property and the Retained Personal Property. Thereafter, Donor shall provide to Donee proposed inventories of Conveyed Personal Property and Retained Personal Property within fifteen (15) business days of the Effective Date. Donor and Donee shall thereafter negotiate in good faith to agree upon the final inventories of Conveyed Personal Property and Retained Personal Property. If the Parties are unable to reach agreement on the inventories during the Due Diligence Period in Section 5.1 of this Agreement, then Donee may terminate this Agreement in the same manner as provided for the Due Diligence Contingency in Section 5.1 of this Agreement.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Donor shall, as a gift, grant and convey to Donee the title to the Property by Special Warranty Deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, and building or use restrictions general to the governing jurisdiction.

4.2. TITLE COMMITMENT. The parties acknowledge that as of the Effective Date, the Donor has delivered to the Donee a Preliminary Title Report issued by Chicago Title and Escrow ("Title Company") with copies of all recorded instruments affecting the Real Property with

Improvements and recited as exceptions in the Preliminary Title Report (collectively, the "Commitment"). Within ten (10) days after receipt of the Effective Date, the Donee may give the Donor written notice of its objections. Any exception to title identified in the Commitment not objected to by the Donee in the manner and within the time period specific in this Section 4.2 shall be deemed accepted by the Donee. If the Donee gives timely written notice of its objections, then the Donor shall notify the Donee in writing within five (5) business days after receipt of the Donee's notice ("Donor's Response Period") whether the Donor elects to cure the Donee's title objection. The Donor shall have no obligation to expend any money, to incur any contractual or other obligations, or to institute any litigation in pursuing its efforts other than to remove at Closing financing liens of an ascertainable amount created by the Donor. If any objection is not satisfied during Donor's Response Period, then the Donee shall elect not later than two (2) days after the expiration of Donor's Response Period, but in any event on or before expiration of the Inspection Period, as its sole and exclusive remedy to either: (a) waive the unsatisfied objections (which shall thereupon become a Permitted Exception (as defined below) and proceed to Closing; (b) terminate this Agreement, in which case the Donor and the Donee shall have no further rights, obligations, or duties hereunder. The Donee's failure to give such notice of termination on or before such date shall constitute the Donee's waiver of any title objections that the Donor is unwilling to cure, and such title objections shall be deemed Permitted Exceptions, and Closing shall occur as provided in this Agreement. The phrase "Permitted Exceptions" means those exceptions to title set forth in the Commitment and that have been accepted or deemed accepted by the Donee.

4.3. OWNER'S TITLE INSURANCE POLICY. At Closing, the Title Company shall issue to the Donee an ALTA 2006 standard owner's policy of title insurance in the full amount of the fair market value of the Real Property With Improvements, dated as of Closing, and insuring the Donee's fee simple title to the Real Property with Improvements to be good and indefeasible subject only to the Permitted Exceptions with endorsements reasonably requested by Donee (the "Title Policy"). The Donor shall pay for the base premium of the Title Policy. The Donee shall pay any additional premium for extended coverage to the Title Policy and the cost of any endorsements to the Title Policy.

4.4. PROMISE NOT TO FURTHER ENCUMBER. The Donor shall not do any of the following without the prior written consent of the Donee: (i) make or extend any leases, contracts, options, or agreements whatsoever affecting the Gift Property; (ii) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction, or easement to be placed upon the Gift Property, except for Permitted Exceptions; (iii) permit any mortgage, deed of trust, or other lien to be foreclosed upon due to the Donor's actions or omission, including failure to make a required payment; or (iv) convey any interest in the Gift Property, including, but not limited to, conveyances of title and transfers of development rights.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY. Donee shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Property for Donee's contemplated use meets with its approval ("Due Diligence

Contingency”). If Donee is not satisfied with the condition of the Property, Donee may terminate this Agreement by delivering written notice of termination to Donor within sixty (60) days of the Effective Date (“Due Diligence Period”). This contingency includes but is not limited to the following scenario: if the City of Shoreline indicates, whether in writing or verbally, to the King County Department of Community and Health Services that a behavioral housing project cannot move forward at the location or that any another project, of similar utility, nature, and scope is not possible on these parcels, then this Agreement will terminate upon Donee’s written notice to Donor.

5.1.1. INSPECTIONS. During the Due Diligence Period, Donee, its designated representatives or agents shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property on any subject deemed appropriate by Donee; (b) obtain its own Phase I or Phase II Environmental Assessment on the Property and perform any and all related tests, inspections and studies deemed appropriate by Donee; (c) examine all Due Diligence Materials (defined below) related to the Property that Donee may request from Donor; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Donee’s intended use or development of the property; and (e) determine whether Donee’s intended use or development of the property is feasible.

5.1.2. DUE DILIGENCE MATERIALS. Donor shall provide all documents and materials related to the Property reasonably requested by Donee (“Due Diligence Materials”). Donor shall deliver to Donee copies of Due Diligence Materials, to the extent materials exist or in possession of the Donor, related to the Property within five (5) days of receiving a written request for such materials from Donee. In addition, within five (5) days of the Effective Date Donor will deliver to Donee copies of the following Due Diligence Materials, if applicable:

- (a) Vendor or service contracts currently in effect;
- (b) Leases or similar rental agreements currently in effect; and
- (c) All material documents regarding the operation and condition of the Property in the possession of Donor.

5.1.3. ACCESS TO PERSONNEL. During the Due Diligence Period Donor shall provide Donee with reasonable access to Donor’s outside consultants with knowledge of the Property.

5.1.4. RIGHT OF ENTRY. Donee and Donee’s designated representatives or agents shall have the right and Donor hereby grants to Donee and Donee’s designated representatives the right to enter the Property and conduct tests, investigations and studies set forth in this Article 5 upon twenty-four (24) hours’ advance verbal or email notice; provided that such right of entry will be limited to those times and dates that will not disrupt Donor’s use of, or Donor’s operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Donor’s prior written approval. Donee will furnish the results of any tests, samples, reports, or other information to Donor. In connection with any such inspections and tests, Donee agrees to hold harmless, indemnify and defend Donor, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including

employees of Donee ("Claims") caused by or arising out of any act, error or omission of Donee, its officers, agents, contractors, subcontractors or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Donor, its officers, agents and employees. The indemnification provisions in this Section 5.1.4 are specifically and expressly intended to constitute a waiver of the Donee's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Donor only, and only to the extent necessary to provide the Donor with a full and complete indemnity of claims made by the Donee's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon.

5.1.5. INSURANCE. Prior to the date that the Donee or its agents or contractors first enter the Gift Property for tests and inspections, the Donee and the Donee's agents and contractors shall procure and maintain throughout the term of this Agreement, commercial general liability insurance, including direct contractual and contingent liability, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Donor shall be included as an additional insured(s) under the required commercial general liability coverage. In addition, this insurance must include: (i) personal injury liability with employee and contractual exclusions removed; and (ii) a waiver of subrogation in favor of the Donor without exception for the negligence of any additional insured. Neither the Donee nor the Donee's agents or contractors will be permitted to come onto the Gift Property unless and until the Donee has provided to the Donor copies of the insurance policy or policies of the Donee and the Donee's agents and contractors evidencing this coverage, the additional insured status of the Donor, and the waiver of subrogation.

5.2. METROPOLITAN KING COUNTY COUNCIL MOTION CONTINGENCY. Donee's performance under this Agreement is contingent on the approval of the transaction by the Metropolitan King County Council by Motion. ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if a motion is passed by the Metropolitan King County Council approving the transaction contemplated herein becomes effective within ninety (90) days of the Effective Date ("Council Approval Period"). If the Council Approval Contingency is not satisfied within the Council Approval Period, the Parties may extend the Council Approval Period for an additional thirty (30) day period. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, and the Parties shall have no further obligations hereunder.

ARTICLE 6. COVENANTS OF DONOR PENDING CLOSING

6.1. CONDUCT, NOTICE OF CHANGE. Donor covenants that between the Effective Date and the Closing Donor shall take all such actions as may be necessary to assure that the representations and warranties set forth in Section 3.1 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Donor set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Donor shall give Donee prompt written notice of any material change in any of the

information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

6.2. EXCLUSIVITY. Between the Effective Date and the Closing or earlier termination of this Agreement, Donor shall not market the Property, make or accept any offers to sell, refinance, or recapitalize the Property, or otherwise solicit any offers to purchase, or enter into any agreement for the sale, refinancing or recapitalization of the Property.

6.3. Property Free From Tenants. Donor promises to deliver premises free from tenants. Donor assumes all risk and liability for removal of tenants prior to closing and shall comply with all applicable law, regulation, and local ordinances related to the same.

ARTICLE 7. COVENANTS OF DONEE PENDING CLOSING

7.1. CONDUCT, NOTICE OF CHANGE. Donee covenants that between the Effective Date and the Closing Donee shall take all such actions as may be necessary to assure that the representations and warranties set forth in Section 3.2 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Donee set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Donee shall give Donor prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 8. CONDITIONS PRECEDENT TO DONEE'S OBLIGATIONS

All obligations of Donee to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Donor shall exert its best efforts to cause each such condition to be fulfilled:

8.1. DELIVERY OF DOCUMENTS. Donor shall have delivered to Donee at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Donee.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Donor at or before the Closing shall have been properly performed in all material respects.

8.3. TITLE. Donor shall have cured any exceptions to title to which Donee objected within the Review Period in Section 4.3 and to which Donor agreed to remove or resolve under Section 4.3, and the Title Company shall be irrevocably committed to issue the Title Policy as required by Section 4.4 of this Agreement.

8.4. CONDEMNATION. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Donor shall not have transferred any portion of the Property to any such body in lieu of condemnation.

8.5. CITY OF SHORELINE CONFIRMATION OF PROJECT FEASIBILITY. If the City of Shoreline indicates, whether in writing or verbally, to the King County Department of Community and Health Services that a behavioral housing project cannot move forward at the Real Property or that any another project, of similar utility, nature, and scope is not possible on these parcels, then this Agreement will terminate and closing will not occur.

8.6. METROPOLITAN KING COUNTY COUNCIL MOTION CONTINGENCY. Donee's performance under this Agreement is contingent on the approval of the transaction by the Metropolitan King County Council by Motion. ("Council Approval Contingency"). The Council Approval Contingency will be satisfied if a motion is passed by the Metropolitan King County Council approving the transaction contemplated herein becomes effective within ninety (90) days of the Effective Date ("Council Approval Period"). If the Council Approval Contingency is not satisfied within the Council Approval Period, the Parties may agree in writing to extend the Council Approval Period for an additional thirty (30) day period. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, and the Parties shall have no further obligations hereunder.

ARTICLE 9. CONDITIONS PRECEDENT TO DONOR'S OBLIGATIONS

All obligations of Donor to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Donee shall exert its best efforts to cause each such condition to be so fulfilled:

9.1. DELIVERY OF DOCUMENTS. Donee shall have delivered to Donor at or prior to Closing all documents required by the terms of this Agreement to be delivered to Donor.

9.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Donee at or before the Closing shall have been properly performed in all material respects.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing shall take place within Ten (10) days following the removal of all the contingencies in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties ("Closing Date"). The date of the transfer of the Gift Property shall occur on Closing Date at Chicago Title. The Donor shall deliver to Title Company a Special Warranty Deed (the "Deed") in a form approved by Donee and duly executed by the Donor, conveying to the Donee title in fee simple to Real Property and any and all rights, title, and interest of the Donor, and any other transfer documentation ((including any disclosures or representations required by law or otherwise reasonably requested by the Donee) reasonably necessary to close the transaction in a form approved by the Donee transferring good and marketable fee simple title to the Gift Property from the Donor to the Donee. The Title Company shall hold the Deed in escrow until the Donee accepts the gift by providing a written notice of acceptance to the Title Company and Donor on or before Closing.

10.2. PRORATIONS AND MONETARY LIENS.

10.2.1. TAXES, FEES, AND OTHER EXPENSES. Real property taxes and assessments shall be prorated as of the Closing Date. Donee shall pay the cost of the escrow fee charged by the Escrow Agent, the costs of the preliminary and binding Title Commitments and the recording fees for the deed. Donor shall pay any real estate excise or other transfer tax due, and its own attorneys' fees. Should the Donor elect to obtain a gift exemption to the real estate excise tax, it must do so pursuant to applicable regulation, including completing and filing the Real Estate Excise Tax Supplemental Statement. The supplemental statement must be signed by both the Donor and Donee. All other expenses hereunder shall be paid by the Party incurring such expenses.

10.2.2. TAXES. Donee is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Property. Donor is and remains liable for the payment of such Taxes up to the Closing Date and any payments of Taxes unpaid on the Closing Date will be paid from Donor's proceeds by the Escrow Agent on the Closing Date.

10.2.3. MONETARY LIENS. Except as otherwise expressly provided to the contrary in this Agreement, Donor shall pay or cause to be satisfied at or before Closing all monetary liens on or with respect to all or any portion of the Property.

**ARTICLE 11.
MISCELLANEOUS PROVISIONS**

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. DEFAULT BY DONEE. In the event Closing does not occur due to default by Donee, Donor's sole and exclusive remedy shall be to terminate this Agreement.

11.2.2. DEFAULT BY DONOR. In the event Closing does not occur due to default of Donor, Donee shall have the right to bring an action for specific performance, damages and any other remedies available at law or in equity. In seeking any equitable remedies, Donee shall not be required to prove or establish that Donee does not have an adequate remedy at law. Donor hereby waives the requirement of any such proof and acknowledges that Donee would not have an adequate remedy at law for Donor's breach of this Agreement.

11.2.3. ATTORNEY'S FEES. In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.3. TIME.

11.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

11.3.2. COMPUTATION OF TIME. Any reference to “day” in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Donee: Mary Sheehan
c/o Lane Powell
Attn: Jenifer Jewkes
1420 5th Ave Ste. 4200
Seattle, WA 98101
Email (For notice under Section 5.1.4 only):
JewkesJ@lanepowell.com

If to Donor: King County
Real Estate Services
Attn: Amanda Tran
500 Fourth Avenue
ADM-ES-0500
Email: atran@kingcounty.gov

Notwithstanding anything in this Section 11.4 to the contrary, a Party may provide notice electronically via the email addresses listed above with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect (to the maximum extent permissible by law) the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The Recitals and Exhibits are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein. Capitalized terms in this Agreement shall have the meanings ascribed to them herein unless the context clearly requires otherwise.

11.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

11.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Donor and Donee. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

11.11. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

11.12. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.13. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.14. DISPUTE RESOLUTION. Upon written notice of any dispute between Donor and Donee that arises out of or relates to this Agreement (the "Dispute"), the parties shall make a good faith effort to resolve it promptly by confidential negotiation between the Donor and Donee's President or other person(s) who have authority to settle the Dispute. This initial confidential process shall be completed within thirty (30) days of the written notice (the "Negotiation"). If the Dispute cannot be resolved through the Negotiation, either party may initiate arbitration according to the procedures described below:

The parties agree that if they are unable to reach a negotiated resolution on their own, they will submit this Dispute to a mutually agreed upon arbitrator or arbitration service and if they cannot agree on an arbitrator or arbitration service within forty (45) days of the written notice provided above, an arbitration shall be administered by Judicial Arbitration and Mediation Services (“JAMS”) under its Arbitration Rules (the “JAMS Rules”) and the parties will allow JAMS to select the neutral arbitrator pursuant to its rules then currently in effect. The arbitrator shall be experienced in issues of nonprofit law. The parties will each be responsible for paying fifty percent (50%) of the expenses associated with the arbitration, including any JAMS or other arbitration service fees, arbitrator fees and expenses, and facility charges. Any arbitration hearings will be conducted in King County, Washington. Donor and Donee agree to abide by and perform in accordance with any award rendered by the arbitrators and agree that any court having jurisdiction may enter valid judgment on any such award.

Each phase of the Dispute process shall be confidential and the existence and nature of the Dispute shall be treated as confidential information and not disclosed beyond those party employees who need to know of it and the arbitrators involved. The parties agree it is an essential term of this Agreement that the existence of, nature, and claims involved in the Dispute remain confidential. Each party agrees that it will not publicly disparage the other for any conduct relating to their relationship or a Dispute and further agrees to take reasonable measures to prevent its employees and agents from publicly engaging in such disparagement.

The provisions of this section may be enforced in an arbitration proceeding according to the rules set forth above either in conjunction with the Dispute or separately from any arbitration. Either party may, at its sole discretion, seek an injunction from a court of competent jurisdiction to prevent disclosure of confidential information or disparagement, or to otherwise enforce the provisions of this section.

11.15. ASSIGNMENT. Donee shall not assign this Agreement or any rights hereunder without Donor’s prior written consent.

11.16. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.17. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any

signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

11.18. INCORPORATION BY REFERENCE. The Recitals above are incorporated into this agreement by reference as if fully set forth herein.

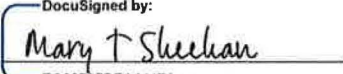
11.19. EXHIBITS. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Special Warranty Deed
EXHIBIT C	Real Estate Excise Tax Affidavit FORM 84 0001A and Supplemental Statement (WAC 458-61A-304)

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

DONOR: MARY T. SHEEHAN

By: 
Name: Mary T Sheehan

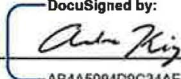
Date: 10/18/2023

DONEE: KING COUNTY

By: 
Name: Anthony O. Wright, Director
Facilities Management Division

Title: _____
Date: 11/2/23

APPROVED AS TO FORM:

By: 
Senior Deputy Prosecuting Attorney

**KING COUNTY
CUSTODIAL APPROVAL:**

By: 
Name: Leo Flor
Title: Director, KC Department of Community and Human Services
Date: Oct 30, 2023

EXHIBIT A.

LEGAL DESCRIPTION

The land referred to is situated in the County of King, City of Shoreline, State of Washington, and is described as follows:

Lot 6 and 7, Block 3, JARDIN EL NORTE, according to the plat thereof recorded in Volume 31 of Plats, page 11, records of King County, Washington.
SITUATE in the County of King, State of Washington

Tax Account No. 367050-0250 and 367050-0255

EXHIBIT B.

SPECIAL WARRANTY DEED

AFTER RECORDING RETURN TO:

ATTN: _____

SPECIAL WARRANTY DEED

Grantor -- MARY T. SHEEHAN

Grantee -- KING COUNTY

Legal ---- LOTS 6-7 BLK 3 JARDIN EL NORTE V. 31 PG. 11

Tax Acct. -- 367050-0250 and 367050-0255

The Grantor, **MARY T. SHEEHAN**, an unmarried person, as her separate property, hereby grants and conveys as a gift, to Grantee, **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington, the following real property in fee simple situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A

GRANTOR
MARY T. SHEEHAN

GRANTEE
KING COUNTY

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the [Manager of the Real Estate Services Section in the Facilities Management Division of the King County Department of Executive Services], and who executed the foregoing instrument and acknowledged to me that _____ was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at _____

City and State

My appointment expires _____

NOTARY BLOCK FOR MARY T. SHEEHAN

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2023, I certify that I know or have satisfactory evident that Mary T. Sheehan is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposed mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington, residing

at _____

City and State

My appointment expires _____

EXHIBIT A
TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

The land referred to is situated in the County of King, City of Shoreline, State of Washington, and is described as follows:

Lot 6 and 7, Block 3, JARDIN EL NORTE, according to the plat thereof recorded in Volume 31 of Plats, page 11, records of King County, Washington.
SITUATE in the County of King, State of Washington

Tax Account No. 367050-0250 and 367050-0255

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C

(Real Estate Excise Tax Affidavit FORM 84 0001A and Supplemental Statement
(WAC 458-61A-304))

FIRST AMENDMENT TO REAL ESTATE GIFT AGREEMENT

THIS FIRST AMENDMENT TO THE REAL ESTATE GIFT AGREEMENT (“First Amendment”), is made by and between **MARY T. SHEEHAN** (“Donor”), and **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (“Donee”), in connection with the Real Estate Gift Agreement (“Agreement”) with an Effective Date of November 2, 2023.

RECITALS

- A. This is the First Amendment between Donor and Donee of the Agreement for the Real Property located at 1514 and 1520 NE 146th Street in Shoreline, King County, State of Washington, known as King County tax assessor’s parcel no. 367050-0250 and 367050-0255, which was fully executed on November 2, 2023.
- B. The purpose of this amendment is to accommodate a due diligence period of sixty (60) additional days.
- C. Given the results Donee obtained in a Phase I environmental assessment of the Real Property, Donee desires additional time to conduct a Phase II environmental assessment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

- 1. Any capitalized, undefined term used herein shall have the same meaning given such term in the Agreement.
- 2. **Section 5.1 DUE DILLIGENCE INSPECTION AND FEASIBILITY.** is hereby deleted in its entirety and replaced with the following:

Donee shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Gift Property for Donee’s contemplated use meets with its approval (“Due Diligence Contingency”). If Donee is not satisfied with the condition of the Gift Property, Donee may terminate this Agreement by delivering written notice of termination to Donor within one hundred twenty (120) days of the Effective Date (“Due Diligence Period”).

- 3. **Section 5.2 METROPOLITAN KING COUNTY COUNCIL MOTION CONTINGENCY.**

Donee’s performance under this Agreement is contingent on the approval of the transaction by the Metropolitan King County Council by Motion. (“Council Approval Contingency”). The Council Approval Contingency will be satisfied if a

motion is passed by the Metropolitan King County Council approving the transaction contemplated herein becomes effective within one hundred fifty (150) days of the Effective Date (“Council Approval Period”). If the Council Approval Contingency is not satisfied within the Council Approval Period, the Parties may extend the Council Approval Period for an additional thirty (30) day period. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, and the Parties shall have no further obligations hereunder.

4. **SECTION 8.6 METROPOLITAN KING COUNTY COUNCIL MOTION CONTINGENCY.**

Donee’s performance under this Agreement is contingent on the approval of the transaction by the Metropolitan King County Council by Motion. (“Council Approval Contingency”). The Council Approval Contingency will be satisfied if a motion is passed by the Metropolitan King County Council approving the transaction contemplated herein becomes effective within one hundred fifty (150) days of the Effective Date (“Council Approval Period”). If the Council Approval Contingency is not satisfied within the Council Approval Period, the Parties may agree in writing to extend the Council Approval Period for an additional thirty (30) day period. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, and the Parties shall have no further obligations hereunder.

5. **All Other Terms Reserved.** Except to the extent herein revised, amended, or modified, all terms, conditions, and provisions of the Real Estate Gift Agreement are hereby affirmed and ratified in all respects.
6. **Authority.** Donor and Donee each represent and warrant that it has the authority to enter into this Amendment, and that the signatories hereto are authorized representatives of Donor and Donee respectively.
7. **Entire Agreement.** This Amendment, together with the Real Estate Gift Agreement, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements on such subject matter. This Amendment cannot be changed in any manner except by a written agreement signed by Donor and Donee.
8. **Full Force and Effect.** Except as expressly amended or modified herein, all other terms, covenants and conditions of the Donor shall remain in full force and effect and are hereby ratified and confirmed. To the extent the provisions of this Amendment are inconsistent with the Real Estate Gift Agreement, the terms of this Amendment shall control.
9. **Effective Date.** This Amendment shall become effective upon mutual execution by Donor and Donee.

10. **Counterparts.** This First Amendment may be executed in counterparts and each counterpart constitutes an original document.

Executed on the dates set forth below.

DONOR: MARY T. SHEEHAN

DONEE: KING COUNTY

By: _____
DocuSigned by:
Mary T. Sheehan
EC2278FBEA4147A...

By: _____
DocuSigned by:
Anthony Wright
22F0157CCF6B4B8...

Name: Mary T. Sheehan

Name: Anthony wright

Date: 12/12/2023

Title: Director, FMD

Date: 12/22/2023

Approved as to Form:

By: _____
DocuSigned by:
Chloe King
AB4A5094D9C34AE...
Senior Deputy Prosecuting Attorney