

**FIRST AMENDMENT
TO THE REAL ESTATE PURCHASE AND SALE AGREEMENT
DATED JUNE 5, 2015, BETWEEN KING COUNTY AS SELLER
AND DULCICH REALTY, LLC AS BUYER FOR PARCEL 252308-9105**

This FIRST AMENDMENT (the "First Amendment") is made as of the 24 day of September, 2015, modifying that certain Real Estate Purchase and Sale Agreement dated June 5, 2015 between King County, a political subdivision of the State of Washington, as Seller, and Dulcich Realty, LLC, an Oregon limited liability company, as Buyer (the "Agreement"). Seller and Buyer may be referred to hereinafter individually as "Party" or collectively as the "Parties."

RECITALS

- A. The Agreement sets forth the terms and conditions for the purchase and sale of certain unimproved real property located on SE 161st Street at the corner of 468th Avenue in the North Bend area of unincorporated King County, Washington, also identified as Assessor's Parcel No. 252308-9105 (the "Property").
- B. Pursuant to Section 5.2 (*Metropolitan King County Council Approval Contingency*) of the Agreement, the sale of the Property is contingent upon the King County Council's adoption of an ordinance approving the conveyance of the Property ("Council Approval Contingency") within 120 days of the Effective Date of the Agreement ("Council Approval Period"). If the Council Approval Contingency is not satisfied within the Council Approval Period, the Parties may agree to extend the Council Approval Period for one (1) additional sixty (60) day period. Since legislative review of the proposed sale has not yet occurred and the Council Approval Contingency will likely not be satisfied within the Council Approval Period, the Parties desire to extend the Council Approval Period as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and condition set forth herein and in the Agreement, the Parties agree as follows:

1. Pursuant to Section 5.2 (*Metropolitan King County Council Approval Contingency*) of the Agreement, the Parties hereby agree to extend the Council Approval Period for one (1) additional sixty (60) day period; specifically, until December 4, 2015 (the "Extended Council Approval Period"). As provided for in Section 5.2 of the Agreement, if the Council Approval Contingency is not satisfied within the Extended Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Extended Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.
2. Unless otherwise provided herein, defined terms, words, and phrases shall have the same meaning as provided for in the Agreement.

3. Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event any inconsistencies exist between the terms of this Amendment and the Agreement, this Amendment shall control as to those terms expressly modified herein.
4. The Parties represent and warrant that the persons that sign this Amendment are duly authorized to execute this Amendment on behalf of Buyer and Seller, respectively, and that no other signature, act or authorization is necessary to bind such entities to the provisions of this Amendment.
5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same instrument.

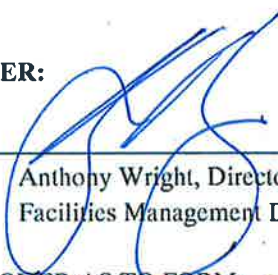
IN WITNESS WHEREOF, the Parties hereto have executed the FIRST AMENDMENT as of the latest date written below.

BUYER:

By: 
Frank D. Dulcich

Date: 9-24-15

SELLER:

By: 
Anthony Wright, Director,
Facilities Management Division

Date: 9/24/15

APPROVED AS TO FORM:

By: 
Senior Deputy Prosecuting Attorney