

Ordinance 19315

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

AMENDED AND RESTATED
REAL ESTATE PURCHASE AND SALE AGREEMENT
(13620 SE Eastgate Way, Bellevue WA)

THIS AMENDED AND RESTATED REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered by and between **KING COUNTY**, a political subdivision of the State of Washington (the “**Seller**”) and Congregations for the Homeless, a Washington non-profit corporation (“**CFH**”), Polaris at Eastgate, LLC, a Washington limited liability company (“**Polaris**”), and Horizon Housing Alliance, a California nonprofit public benefit corporation (“**Horizon**”). Each of CFH, Polaris and Horizon shall be referred to as a “**Buyer Entity**” and, collectively as, the “**Buyer**”. Seller and Buyer 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 all Parties (“**Effective Date**”). The transaction contemplated herein is subject to authorization by ordinance of the Metropolitan King County Council as provided in Section 5.2.

RECITALS

A. Seller is the owner of that certain real property located at 13620 SE Eastgate Way, Bellevue, King County, State of Washington 98005, bearing King County Tax Parcel Number: 102405-9101, the legal description of which is attached hereto as **EXHIBIT A** (the “**Real Property**”).

B. Since 1993, Congregations for the Homeless has held a mission to end homelessness in Bellevue, Washington, and the other metropolitan areas located on the east side of Lake Washington commonly known as the Eastside (the “**Eastside**”) by helping men make the transition from life on the street to stable, independent living. Congregations for the Homeless provides a continuum of services from street outreach, year-round and winter shelters, a drop-in day center, comprehensive case management, and subsidized housing.

C. Polaris at Eastgate, LLC is an affiliate of the Inland Group, a high-density residential development and construction company that specializes in income restricted multifamily housing, with a specific focus of workforce housing for households earning less than 60% of area median income. Horizon Housing Alliance is a non-profit corporation that engages best-in-class partners to advance its mission of producing top quality affordable housing inclusive of exceptional support services, with a specific focus of permanent housing for formerly homeless families and individuals.

D. The King County Executive on November 2, 2015 made a Local Proclamation of Emergency due to homelessness affecting King County and stating that King County will continue to work with all the cities within King County on plans to address homelessness. The proclamation further commits King County to take actions that support, and are within the framework of, the All Home Strategic Plan and its goals of making homelessness rare, brief and one-time; reducing racial disparities; and engaging the full community in ending homelessness.

E. The Property consists of approximately 10 acres of surplus, undeveloped real property.

F. King County also owns the real property adjacent to and immediately north of the Property, legally described as Parcel A of Boundary Line Adjustment No. 11-114500-LW, recorded March 23, 2012 under King County Recording No. 20120323900003 (“Parcel A”), a portion of which is used for a King County transfer station. The zoning for Parcel A does not currently allow for residential use.

G. Consistent with the Parties’ joint objectives of making homelessness rare, brief and one-time for residents of the Eastside: CFH desires to create as a separate parcel and acquire a portion of the Property (the “**Shelter Parcel**” - identified as Lot 2 on the Binding Site Plan defined below) for the construction and operation thereon of an 80 – 100 bed overnight shelter and drop-in day center for individuals experiencing homelessness (the “**Shelter Project**”); Polaris desires to create another parcel within the Property (the “**Workforce Housing Parcel**” - identified as Lot 1 on the Binding Site Plan) for the anticipated construction and operation of affordable workforce housing (the “**Workforce Housing Project**”); and Horizon desires to create another parcel within the Property (the “**Affordable Housing Parcel**” - identified as Lot 3 on the Binding Site Plan) for the anticipated construction and operation of affordable housing, including, but not limited to, units designed for households experiencing homelessness (the “**Affordable Housing Project**”). Prior to the conveyance of the Property to Buyer by Seller, the Parties anticipate that the Property will be subdivided into the Shelter Parcel, the Workforce Housing Parcel and the Affordable Housing Parcel, with the Shelter Parcel to be acquired by CFH and used for the Shelter Project, the Workforce Housing Parcel to be acquired by Polaris and used for the Workforce Housing Project, and the Affordable Housing Parcel to be acquired by Horizon and used for the Affordable Housing Project.

H. CFH, Polaris and Horizon have entered into a Master Development Agreement to secure the necessary resources and expertise associated with obtaining a Master Development Plan and segregating the Property through a Binding Site Plan involving Parcel A.

I. King County and CFH have previously entered into that certain Exclusive Negotiation Agreement for the Purchase and Sale of Real Property dated February 12, 2019, as amended by Amendments dated March 18, 2019 and August 9, 2019 (the “**ENA**”), which provided CFH the exclusive right to negotiate with Seller for purchase of the Property until October 31, 2019 and many of the recitals in the ENA are included in the Recitals herein. This Agreement replaces and supersedes the ENA in all respects.

J. Pursuant to King County Code 4.56.100.A.2, and 4.56.100.A.8, Seller possesses the authority to sell real property through a direct negotiation when: the Metropolitan King County Council, by ordinance, has determined that unique circumstances make a negotiated direct sale in the best interests of the public; and when it is deemed in the public interest to restrict the use of the property for the provision of social or health services, respectively. In consideration of the substantial benefits that will accrue to Seller and the public stemming from Buyer’s proposed Shelter Project, Workforce Housing Project, and Affordable Housing Project, Seller is engaging in a direct negotiation with Buyer, and entering into this Agreement.

K. CFH and Seller previously entered into that certain Real Estate Purchase and Sale Agreement pertaining to the Property fully executed as of September 9, 2019, which agreement has been amended by six (6) preceding amendments (as amended, the "**Original PSA**"). This Agreement amends, restates, replaces and supersedes the Original PSA in all respects. Pursuant to an Assignment Agreement dated September 9, 2020, CFH designated CAP Acquisitions, LLC, a Washington limited liability company, Inland Construction & Development, Co., a Washington corporation, and Horizon Housing Alliance, a California non-profit corporation (collectively "**Assignee**") as the Affordable Housing Developer under the Original PSA and assigned all of CFH's rights under the Original PSA to purchase the Affordable Housing Parcel to Assignee. CFH and Assignee have terminated the Assignment Agreement. Neither Seller nor Buyer has any claims against the other with respect to the Original PSA and neither Seller nor Buyer shall assert any claim against the other with respect to the Original PSA.

L. Subject to Buyer's continuing right of inspection and entry, as provided in Section 5.1, and except for Horizon's environmental review, as provided in Section 5.3, Buyer has completed its due diligence evaluation of the Property.

M. Seller and Buyer intend to submit this Agreement to the King County Council for its review and approval promptly after the Effective Date. This Agreement is subject to the approval of the Metropolitan King County Council.

N. Seller desires to sell the Property and CFH desires to purchase the Shelter Parcel, Polaris desires to purchase the Workforce Housing Parcel and Horizon desires to purchase the Affordable Housing Parcel on and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

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

ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

The foregoing Recitals are, to the best of Seller's and Buyer's knowledge, true and correct in all material respects and such Recitals are incorporated by reference into this Agreement.

1.1 Property to Be Sold. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1 all the Seller's right, title and interest in the Real Property as legally described in **EXHIBIT A**;

1.1.2 the Easements and Street Dedication (as hereinafter defined in Section 1.2.2 below); and

1.1.3 all easements and other rights and interests that are appurtenant to the Real Property including but not limited to, Seller'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, and government approvals and permits affecting the Real Property; provided, however, that Seller may retain nonexclusive rights in any existing easements or other rights in the Property that are of record and that are appurtenant to other King County property or that serve other King County programs or projects (e.g. utility easements, stormwater management easements, stream maintenance easements, access easements, etc.). Hereinafter, the items listed in Section 1.1 are collectively referred to as the "**Property**." Notwithstanding the foregoing, with respect to the Real Property to be purchased and conveyed, as to CFH, the term "Real Property" shall mean the Shelter Parcel only, as to Polaris, the term "Real Property" shall mean the Workforce Housing Parcel only, and as to Horizon, the term "Real Property" shall mean the Affordable Housing Parcel only.

1.2 Segregation of Property. The design and configuration for the segregation of the Property into the Shelter Parcel, the Workforce Housing Parcel, and the Affordable Housing Parcel shall be determined by Buyer, at Buyer's sole cost and expense. The method of so segregating the Property shall be accomplished by a Binding Site Plan revising the Boundary Line Adjustment No. 11-114500-LW, recorded March 23, 2012 under King County Recording No. 201220323900003, which consolidated various tax parcels within the Real Property and Parcel A ("**Binding Site Plan**"). The Binding Site Plan was approved by the City of Bellevue on April 1, 2021. Seller hereby approves the Binding Site Plan attached hereto as **EXHIBIT B**, along with any minor administrative changes thereto that do not have any adverse impact on Seller. The recordation of the Binding Site Plan in the real property records of King County, Washington, shall be a condition precedent to Closing. In the event that the approved Binding Site Plan has not been recorded by the Closing Date (defined in Section 10.1), this Agreement shall terminate, and the Parties will have no further obligations hereunder, other than those that expressly survive herein. Notwithstanding the foregoing, the Parties may decide to mutually extend the Closing Date in the event the approved Binding Site Plan has not been recorded by the Closing Date.

1.2.1 Recording of Binding Site Plan. To facilitate the Closing by segregating the Property beforehand so that, on the Closing Date, the Shelter Parcel may be conveyed to CFH, the Workforce Housing Parcel may be conveyed to Polaris, and the Affordable Housing Parcel may be conveyed to Horizon, Seller authorizes and/or agrees to assist with the recording of the approved Binding Site Plan up to fourteen (14) days prior to the Closing Date, subject to the following conditions: (i) the preparation and recording of the Binding Site Plan shall be at Buyer's sole cost and expense; (ii) prior to recording the Binding Site Plan, Polaris shall deposit an additional One Hundred Thousand Dollars (\$100,000) of earnest money, which additional earnest money shall be added to the Deposit, and shall be non-refundable, but applicable to the Purchase Price; (iii) Polaris shall indemnify, defend and hold Seller harmless from any and all claims, expenses and liabilities arising from or related to the recording of the Binding Site Plan; and (iv) in the event the Closing does not occur for any reason other than Seller's default, Polaris shall vacate the Binding Site Plan (and the Easements set forth in Section 1.2.2 below) at Polaris' sole cost and expense.

1.2.2 Easements. No later than fourteen (14) days prior to the Closing Date, Seller agrees to grant the following easements, so that they may be recorded prior to the Binding Site Plan:

(a) a private sanitary sewer easement over and across Parcel A for the benefit of the Workforce Housing Parcel, as shown on the Binding Site Plan and in substantially the form attached hereto as **EXHIBIT H** (the “**West Private Sanitary Sewer Easement**”);

(b) a private sanitary sewer easement over and across Parcel A and the Affordable Housing Parcel, for the benefit of the Shelter Parcel and the Affordable Housing Parcel, as shown on the Binding Site Plan and in substantially the form attached hereto as **EXHIBIT I** (the “**East Private Sanitary Sewer Easement**”);

(c) a private storm drainage easement over and across Parcel A for the benefit of the Workforce Housing Parcel, as shown on the Binding Site Plan and in substantially the form attached hereto as **EXHIBIT J** (the “**Private Storm Drainage Easement**”);

(d) a temporary shoring wall/tie-back easement over and across Parcel A for the benefit of the Workforce Housing Parcel in substantially the form attached hereto as **EXHIBIT K** (the “**Temporary Shoring Easement**”); and

(e) a temporary construction easement to Polaris over and across a portion of Parcel A allowing grading and the demolition of certain abandoned improvements (asphalt pavement, concrete, utilities, etc.) as shown on the Demolition Plan attached hereto as **EXHIBIT L**, in substantially the form attached hereto as **EXHIBIT M** (the “**Temporary Construction Easement**” and, collectively with the West Private Sanitary Sewer Easement, the East Private Sanitary Sewer Easement, the Private Storm Drainage Easement, the Shoring Easement, and the Temporary Construction Easement, the “**Easements**”).

To the extent required by Puget Sound Energy, Seller further agrees to consent to PSE installing power to the Property from PSE’s underground distribution main that is located in the existing easement on Parcel A that is within four (4) feet of the Property.

1.2.3 Dedication. In addition to segregating the Property into the Shelter Parcel, the Workforce Housing Parcel, and the Affordable Housing Parcel, the Binding Site Plan creates a small parcel along SE Eastgate Way (identified on the Binding Site Plan as Parcel A) that the City of Bellevue requires to be dedicated for right-of-way purposes (the “**ROW Parcel**”). At Closing, Seller shall dedicate the ROW Parcel to the City of Bellevue pursuant to a dedication deed approved by both Seller and Buyer, such approval not to be unreasonably withheld.

ARTICLE 2. PURCHASE PRICE

2.1 PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, subject to the contingencies set forth in Article 5 below, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price in the amount of Eighteen Million Eight Hundred Eighty-Five Thousand Dollars (\$18,885,000) (the "**Purchase Price**"), which is equal to the amount of the appraised fair market value of the Property as determined by Seller's appraisal dated October 16, 2020 by Lori Safer, MAI, of Integra Realty Resources – Seattle, Twenty One Million Four Hundred Thirty Five Thousand Dollars (\$21,435,000), less Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000), the amount of the estimated cost to remediate the environmental contamination of the Property per the requirements of MTCA to meet current regulatory cleanup criteria for the protection of human health and the environment assuming a change in land use to workforce housing, affordable housing and shelter use with the objective of obtaining a No Further Action determination from the Washington State Department of Ecology.

2.2 ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that (i) the entire Purchase Price is allocable to the Real Property, (ii) the value of the Easements described in Section 1.2.2 and the appurtenant rights and interests described in Section 1.1.3 are inseparable from and included in the value of the Real Property, and (iii) there is no personal property included in this sale. Seller agrees that CFH, Polaris and Horizon may allocate the Purchase Price among the Shelter Parcel, the Workforce Housing Parcel and the Affordable Housing Parcel as follows: (x) One Million Seven Hundred Thousand (\$1,700,000) to CFH for the Shelter Parcel; (y) Fourteen Million Eight Hundred Eighty-Five Thousand Dollars (\$14,885,000) to Polaris for the Workforce Housing Parcel; and (z) Two Million Three Hundred Thousand Dollars (\$2,300,000) to Horizon for the Affordable Housing Parcel. Seller further agrees that CFH, Polaris and Horizon may reallocate the Purchase Price among the Shelter Parcel, the Workforce Housing Parcel and the Affordable Housing Parcel as such parties may agree, in their sole discretion.

2.3 DEPOSIT. Within two (2) business days after the Effective Date, Polaris shall deliver to the National Commercial Services (Seattle) office of Chicago Title of Washington (the "**Escrow Agent**"), in its capacity as the Parties' closing agent, an earnest money deposit in the amount of two hundred and fifty thousand dollars (\$250,000.00) (the "**Deposit**") in the form of a Promissory Note, a copy of which is attached hereto as **Exhibit F**. As set forth in the Promissory Note, the Deposit shall be converted to cash by cashier's check payable to Escrow Agent or by wire transfer of ready funds to the account of Escrow Agent upon the later of (i) waiver of the Council Approval Contingency set forth in Section 5.2 below, or (ii) waiver of the Financing Contingency set forth in Section 5.8 below, provided that Buyer does not elect to cancel this Agreement prior to waiving such Financing Contingency (in which case Escrow Agent shall immediately return the Promissory Note to Polaris). Upon conversion of the Promissory Note to cash, the Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Polaris in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against Polaris' allocation of the Purchase Price at the Closing.

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

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

3.1.1 ORGANIZATION. The Seller 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.

3.1.2 EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in Section 5.2 of this Agreement, has been duly authorized by all necessary action of the Seller's legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

3.1.3 NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with Seller or any action taken by Seller.

3.1.4 FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer: enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or sell, dispose of or encumber or change the land use or zoning status or condition of any portion of the Property prior to Closing.

3.1.5 FOREIGN PERSON. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986 ("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

3.1.6 All Due Diligence Materials Provided; No Unrecorded Agreements. To Seller's knowledge as defined in Section 11.16, Seller has provided or made available to Buyer copies of all studies, reports, agreements, licenses, permits, approvals, notices and other materials pertaining to the Property in Seller's possession and control. To Seller's knowledge, there are no leases, or any unrecorded agreements, licenses, restrictions, encumbrances or easements pertaining to the Property; provided, however, if there are such agreements then Seller will cause them to be terminated prior to Closing; provided, further, Seller will cause any such tenants and/or occupants to have fully vacated the Property and removed all of their personal property from the Property prior to Closing.

3.2 REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, each of CFH, Polaris and Horizon represents and warrants on behalf of itself only and not with respect to or on behalf of the other Buyer Entities as follows:

3.2.1 ORGANIZATION. CFH is a non-profit corporation duly organized and validly existing and in good standing under the laws of the State of Washington and has all requisite entity power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted. Polaris is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Washington and has all requisite entity power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted. Horizon is a nonprofit public benefit corporation duly organized and validly existing and in good standing under the laws of the State of California and has all requisite entity power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.2.2 EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by CFH, Polaris and Horizon (i) is within the powers of such entity, and (ii) has been duly authorized by all necessary action of each entity's governing authority. This Agreement constitutes the legal, valid and binding obligation of CFH, Polaris and Horizon enforceable against such entity in accordance with the terms hereof.

3.2.3 NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

3.3 CONDITION OF PROPERTY.

3.3.1 SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by RCW Ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("**Seller Disclosure Statement**") and to rescind this Agreement, both as provided for in RCW Ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW Ch. 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2 SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement and the warranties contained in the Deeds, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any

kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "**Condition of the Property**"), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence or condition of utilities serving the Property;
- (g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "**Environmental Law**" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et seq. ("**CERCLA**"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("**RCRA**"); the Washington State Model Toxics Control Act, RCW Ch. 70.105D ("**MTCA**"); the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW Ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "**Hazardous Substance**" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or
- (h) Any other matter with respect to the Condition of the Property.

3.3.3 Buyer Acceptance of Condition of Property.

- (a) Buyer acknowledges and accepts Seller's disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that Buyer has or will have conducted a physical inspection and made all investigations as to the physical condition of the Property that Buyer deems necessary in connection with its purchase of the Property; and the foregoing disclaimer will apply to environmental conditions (including, without limitation, the presence of Hazardous Substances). Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, each Buyer Entity acknowledges and agrees that it will thereby approve and accept the Condition of its respective parcel of the Property and accordingly agrees to purchase its respective parcel of the Property and accept the Condition of its respective parcel of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into its respective parcel of the Property, and the compliance or noncompliance of or by its respective parcel of the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Each Buyer Entity acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement and the warranties contained in the Deeds, such Buyer Entity, and any person or entity claiming by or through such Buyer Entity, shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, agency orders or requirements, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown relating to or arising out of, directly or indirectly, the Condition of its respective parcel of the Property (collectively, "Losses"), including Losses arising from or in any way related to the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances that are located in, on, under or migrating from or to its respective parcel of the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of its respective parcel of the Property. Notwithstanding the foregoing, no Buyer Entity waives, releases, or discharges Seller for or from

any Losses arising from any Hazardous Substances, migrating from or through Parcel A that migrate onto its respective parcel on or after the Closing Date.

3.3.4 INDEMNIFICATION. From and after the Closing Date, (i) CFH shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses relating to or arising out of, directly or indirectly, the Condition of the Shelter Parcel (but not the Workforce Housing Parcel or the Affordable Housing Parcel), including, without limitation, those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into, or underneath the Shelter Parcel (but not the Workforce Housing Parcel or the Affordable Housing Parcel), and the compliance or noncompliance of the Shelter Parcel (but not the Workforce Housing Parcel or the Affordable Housing Parcel) with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations, (ii) Polaris shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses relating to or arising out of, directly or indirectly, the Condition of the Workforce Housing Parcel (but not the Shelter Parcel or the Affordable Housing Parcel), including, without limitation, those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into, or underneath the Workforce Housing Parcel (but not the Shelter Parcel or the Affordable Housing Parcel), and the compliance or noncompliance of the Workforce Housing Parcel (but not the Shelter Parcel or the Affordable Housing Parcel) with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations, and (iii) Horizon shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses relating to or arising out of, directly or indirectly, the Condition of the Affordable Housing Parcel (but not the Shelter Parcel or the Workforce Housing Parcel), including, without limitation, those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into, or underneath the Affordable Housing Parcel (but not the Shelter Parcel or the Workforce Housing Parcel), and the compliance or noncompliance of the Affordable Housing Parcel (but not the Shelter Parcel or the Workforce Housing Parcel) with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations; provided, however, (i) no Buyer Entity shall have any such defense or indemnification obligation for or with respect to any Losses arising from any Hazardous Substances, migrating from or through Parcel A that migrate onto its respective parcel on or after the Closing Date and (ii) the foregoing provision (Buyer's indemnification obligations) shall not apply to any contractual liability that the Seller has assumed related to the Property (such as Seller's agreement to indemnify other parties for Losses). For the purposes of this Article 3.3.4, each Buyer Entity, by negotiation, hereby waives, with respect to Seller only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

3.3.5 NON-ENVIRONMENTAL LOSSES. Notwithstanding the terms of Section 3.3.3, Buyer shall not release Seller from Losses not arising under any Environmental Law ("**Non-Environmental Losses**") that result from Seller's violations of law, gross negligence or willful misconduct. Additionally, notwithstanding the terms of Section 3.3.4, Buyer's indemnification obligations hereunder shall not apply to Non-Environmental Losses that result from Seller's violations of law, gross negligence or willful misconduct. Nothing in this Section

3.3.5 shall limit Buyer's release of Seller under Section 3.3.3 or Buyer's indemnification obligations under Section 3.3.4 concerning Losses arising under any Environmental Law.

3.4 RISK OF LOSS. Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include, without limitation, any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, earth movement, landslides, tremors, wind, rain or other natural occurrence.

3.5 SELLER'S SHARE OF CONSIDERATION UPON FUTURE CONVEYANCE. In the event Buyer acquires the Property and then (i) CFH conveys the Shelter Parcel to a third party through a Conveyance (hereinafter defined), (ii) Polaris conveys the Workforce Housing Parcel to a third party through a Conveyance, or (iii) Horizon conveys the Affordable Housing Parcel to a third party through a Conveyance, then such entity shall pay to Seller a percentage (the "**Profit Percentage**") of the Net Profit (hereinafter defined) received by such entity in the Conveyance of the Applicable Parcel at any time from and after the Closing Date and through and including the day that is ten (10) years from the Closing Date (the "**Participation Period**"). For the purposes of this Section 3.5, the term "**Applicable Parcel**" shall mean: the Shelter Parcel with respect to any covered actions or Conveyance by CFH; the Workforce Housing Parcel with respect to any covered actions or Conveyance by Polaris; and the Affordable Housing Parcel with respect to any covered actions or Conveyance by Horizon. The Profit Percentage shall be seventy percent (70%) if the Conveyance occurs on or before the third (3rd) anniversary of the Closing Date, shall be sixty percent (60%) if the Conveyance occurs after the third (3rd) anniversary and on or before the fourth (4th) anniversary of the Closing Date, shall be fifty percent (50%) if the Conveyance occurs after the fourth (4th) anniversary and on or before the fifth (5th) anniversary of the Closing Date, shall be forty percent (40%) if the Conveyance occurs after the fifth (5th) anniversary and on or before the sixth (6th) anniversary of the Closing Date, shall be thirty percent (30%) if the Conveyance occurs after the sixth (6th) anniversary and on or before the seventh (7th) anniversary, shall be twenty percent (20%) if the Conveyance occurs after the seventh (7th) anniversary and on or before the eighth (8th) anniversary, and shall be ten percent (10%) for the remainder of the Participation Period. No percentage of the Net Profit shall be payable to Seller for any Conveyance after the fourth (4th) anniversary of the Closing Date, except such payment for a lease that qualifies as a "Conveyance" under subsection 3.5.1 below and is entered into within the Participation Period, will occur as provided in subsection 3.5.3. Such amounts shall be paid (i) for a sale, within thirty (30) days after receipt by Buyer of such consideration, or (ii) for a lease under subsection 3.5.3 within thirty (30) days of the Conveyance and, if applicable, within thirty (30) days of an option term commencement, as provided under subsection 3.5.3. Such amounts shall bear interest from the due date at a rate equal to ten percent (10%) per annum until paid.

3.5.1 For the purposes of this Section 3.5, a "**Conveyance**" shall include any and all transfer, conveyance, sale, disposition, condemnation, assignment, encumbrance, mortgage, pledge or grant of any legal or beneficial right, title or interest in the Applicable Parcel (or any portion of the Applicable Parcel), or the grant of an option with respect to any of the foregoing, by the applicable Buyer Entity or Affiliate (hereinafter defined) and shall include a lease by such Buyer Entity or Affiliate to a tenant, the term of which, including any unilateral options held by tenant, is ten (10) years or more for all or substantial part of or interest in the Applicable Parcel.

3.5.2 Notwithstanding anything to the contrary herein, a Conveyance shall not include: (1) any single lease for actual occupancy of space by a tenant whose term, including any unilateral options held by tenant, is less than ten (10) years; (2) any grant of an easement, license, or other interest in the Applicable Parcel that provides the grantee, licensee or another party exclusive use or possession of all or a portion of the Applicable Parcel for a term less than ten (10) years or that provides the grantee, licensee or another party nonexclusive use or possession; (3) a transfer to an Affiliate without consideration; or (4) the initial financing from such Buyer Entity's lender for the acquisition of the Applicable Parcel ("**Acquisition Financing**") that provides such financing in good faith and for value, provided such Acquisition Financing shall include only secured interests in the Applicable Parcel pursuant to a deed of trust or mortgage; or (5) any transfer, conveyance, sale, disposition, condemnation, assignment, encumbrance, mortgage, pledge or grant of any legal or beneficial right, title or interest in the Applicable Parcel (or any portion of the Applicable Parcel) after (i) commencement of construction of the Shelter Project, (ii) the closing of financing for construction of the Workforce Housing Project (on the Workforce Housing Parcel) that is funded with at least ten million dollars (\$10,000,000.00) in documented, verifiable, and commercially reasonable construction financing (the "**Workforce Housing Financing**"), or (iii) the closing of financing for construction of the Affordable Housing Project (on the Affordable Housing Parcel) that is funded with at least ten million dollars (\$10,000,000.00) in documented, verifiable, and commercially reasonable construction financing (the "**Affordable Housing Financing**"). For the avoidance of doubt, the provisions of this Section 3.5 shall not apply to the Shelter Parcel upon commencement of construction of the Shelter Project; shall not apply to the Workforce Housing Parcel upon closing of the Workforce Housing Financing; and shall not apply to the Affordable Housing Parcel upon closing of the Affordable Housing Financing. Seller shall subordinate its interest in the Project Percentage under this Section 3.5 to the deed of trust or mortgage securing Acquisition Financing pursuant to a subordination agreement in form reasonably required by CFH's, Polaris' and/or Horizon's respective lender(s).

3.5.3 The term "**Affiliate**" shall mean, with respect to CFH, Polaris and Horizon, each of such entity's parent companies, subsidiaries, or a company controlled by such entity's parent companies, subsidiaries or the shareholders thereof, and all references to Buyer in this Section 3.5 shall also apply to an Affiliate. The term "**Net Profit**" shall be defined as the sales proceeds and all other sums received by or due to CFH, Polaris or Horizon (or an Affiliate) from the Conveyance ("**Proceeds**") after subtracting the actual and reasonable third party closing costs and the purchase price such entity paid to Seller hereunder; and also subtracting its actual out-of-pocket expenses incurred by such entity associated with acquiring the Applicable Parcel and obtaining all necessary permits and entitlements in order to build and operate the applicable project (collectively, the "**Acquisition Cost Deduction**"). Pursuant to this Section 3.5, the maximum amount of the Acquisition Cost Deduction that any Buyer Entity will be permitted to deduct from the Net Profit shall be five hundred thousand dollars (\$500,000.00). Proceeds from a lease shall be calculated as follows: if the term of the lease is ten (10) years or more, including any unilateral options held by tenant, the Proceeds shall be the present value at the time of lease execution of the rent to be received during the original term of the lease, if that amount is ascertainable from the lease. If that amount is not ascertainable from the lease because the calculation of future rent relies on an index, market rate increase or other methodology that can only be determined in future years ("**Variable Rent Increase Terms**"), then a rate of three percent per year shall be used as a substitute for any Variable Rent Increase Terms. The Proceeds from an option term of a lease that is exercised by the tenant and which extends the term of the lease to be ten (10) years or more shall

be the present value at the time of the commencement of the option term of the rent to be received during that option term of the lease, determined as set forth above. In such case for the purpose of calculating the Profit Percentage, the Conveyance will be considered to have occurred on the date of the execution of the original lease. In the event the Conveyance is only a portion of the Applicable Parcel, a proportionate share of the Proceeds paid to Seller shall be subtracted to determine the Net Profit. In the event that such proportionate amount shall be, in Seller's reasonable determination, an inaccurate measurement of the fair market value of the portion of the Applicable Parcel subject to the Conveyance, then the amount based on an appraisal of said portion of the Applicable Parcel (which appraisal shall be obtained at such Buyer Entity's cost and expense) shall be used in lieu of the actual amount paid by grantee of the Conveyance to calculate Net Profit.

3.5.4 If a Buyer Entity desires to carry out a Conveyance of the Applicable Parcel or any portion of it, such Buyer Entity shall notify Seller in writing of said desire and the details of the proposed Conveyance at least twenty (20) days prior to the proposed date of the Conveyance. The notification shall include but not be limited to a full disclosure of the monetary payment or any other consideration involved in the Conveyance of the Applicable Parcel and the proposed date of Conveyance. Buyer shall also provide any financial or other information regarding the proposed Conveyance reasonably requested by Seller. For a lease term that is extended to be ten (10) years or more through exercise of a unilateral option held by tenant, such Buyer Entity shall provide the information specified in this subsection at least twenty (20) days prior to the proposed extension.

3.5.5 A memorandum of this Section 3.5, Seller's Share of Consideration upon Future Conveyance, in substantially the form attached hereto as **EXHIBIT E** shall be executed by Seller and each Buyer Entity and recorded against the Applicable Parcel it is buying at Closing; provided, however, (i) that if Polaris simultaneously closes on its Workforce Housing Financing, then the memorandum shall not be recorded against the Workforce Housing Parcel; and (ii) that if Horizon simultaneously closes on its Affordable Housing Financing, then the memorandum shall not be recorded against the Affordable Housing Parcel. The obligations hereunder shall run with the land and be binding upon any Affiliate. In the event of a Conveyance to a party other than an Affiliate, then concurrent with such Conveyance the memorandum shall be released by Seller as to the conveyed Applicable Parcel, provided that commercially reasonable arrangements have been made to provide for payment to Seller of the applicable Profit Percentage of the Net Profit.

3.5.6 If there is a foreclosure (judicial or non-judicial), or a deed in lieu of foreclosure of the Applicable Parcel, at any time on or prior to the expiration of the Participation Period, and if at that time such Buyer Entity or Affiliate has failed to pay any and all amounts of Profit Percentage due and owing by it hereunder, then Seller's rights under this Section 3.5 shall be prior and superior to and over any and all recorded security interests in the Applicable Parcel that are then existing, except the security interests of a lender that provided Acquisition Financing and holds a recorded security interest in the applicable parcel pursuant to a deed of trust or a mortgage to which Seller has subordinated its interests under this Section 3.5.

ARTICLE 4. TITLE MATTERS

4.1 CONVEYANCE. Seller shall convey (i) to CFH, a fee simple estate in the Shelter Parcel, (ii) to Polaris, a fee simple estate in the Workforce Housing Parcel, and (iii) to Horizon, a fee simple estate in the Affordable Housing Parcel, all by Washington State statutory bargain and sale deeds in substantially the form attached hereto as **EXHIBIT C** (the “**Deeds**”), 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, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed general exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

4.2 TITLE COMMITMENT. Buyer has obtained a preliminary commitment for an owner’s extended coverage owner’s policy of title insurance covering the Property (File No. 193774-NCS, dated September 20, 2019) (the “**Original Title Commitment**”) issued by Chicago Title of Washington (the “**Title Company**”), which included legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property. Buyer has also obtained updated preliminary commitments for owner’s extended coverage owner’s policies of title insurance covering the Shelter Parcel (File No. 193774B-NCS, dated April 13, 2021), the Workforce Housing Parcel (File No. 193774A-NCS, dated April 13, 2021), and the Affordable Housing Parcel (File No. 193774C-NCS, dated April 13, 2021), and such title commitments show all changes to the condition of title since the Original Title Commitment and show CFH as the proposed insured for the Shelter Parcel in the insured amount allocated to the Shelter Parcel in Section 2.2 above, show Polaris as the proposed insured for the Workforce Housing Parcel in the insured amount allocated to the Workforce Housing Parcel in Section 2.2 above, and show Horizon as the proposed insured for the Affordable Housing Parcel in the insured amount allocated to the Affordable Housing Parcel in Section 2.2 above (collectively the “**Updated and Segregated Title Commitments**”).

4.3 REVIEW OF TITLE COMMITMENT. The Special Exceptions that are set forth in Schedule B, Part II of the Updated and Segregated Title Commitments shall be deemed to be permitted exceptions (“**Permitted Exceptions**”). If the Title Company issues a supplement to the Updated and Segregated Title Commitments that identifies new exceptions, then each Buyer Entity shall have until ten (10) days after receipt of the new exceptions (the “**Review Period**”) in which to notify Seller (and the other Buyer Entities) in writing of any objections Buyer has to any new exceptions affecting such Buyer Entity’s respective parcel (“**Buyer’s Objections**”). Seller shall notify all Buyer Entities within seven (7) days after Seller receives Buyer’s Objections of any new exceptions to title which Seller will not remove or otherwise resolve to such Buyer Entities’ satisfaction prior to Closing (“**Seller’s Response**”). If Seller does not provide Seller’s Response within such 7-day period, Seller shall be deemed to have agreed to remove or resolve to Buyer’s satisfaction all of Buyer’s Objections prior to Closing; and as to any Buyer’s Objections not addressed in Seller’s Response, Seller shall likewise be deemed to have agreed to remove or resolve them to the applicable Buyer Entities’ satisfaction prior to Closing. As to any Buyer’s Objections that Seller has timely notified Buyer in Seller’s Response that it will not remove or resolve to the applicable Buyer Entities’ satisfaction prior to Closing, such applicable Buyer Entity may, at its sole option, either waive such Buyer’s Objections, in which case such exceptions to

title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller's Response.

4.4 OWNER'S TITLE INSURANCE POLICY. At the Closing, as a condition to Buyer's obligation to close, the Title Company shall issue an extended coverage owner's policy of title insurance to each of the Buyer Entities in the full amount of such Buyer Entity's allocated portion of the Purchase Price, together with such endorsements thereto that Buyer may require, effective as of the Closing Date, insuring each respective Buyer Entity that the fee simple title to the applicable parcel of the Property is vested in such Buyer Entity, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of owner's extended coverage title insurance policy required by the Title Company ("**Buyers' Title Policies**"). Seller shall be responsible for the cost of the standard owner's policies of title insurance in the full amount of the allocated Purchase Price for each parcel, and each Buyer Entity shall be responsible for any excess premium attributable to obtained extended coverage and/or any endorsements that such Buyer Entity may require. The condition based on the issuance of Buyers' Title Policies shall be satisfied if, at the Closing, the Title Company has given a binding, unconditional commitment, in a form reasonably satisfactory to each Buyer Entity, to issue the Buyers' Title Policies in the form required by this Section. At closing, Seller will sign and provide the Title Company with a form of owner's affidavit as the Title Company may require to issue Buyers' Title Policies. Seller shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company. Notwithstanding the foregoing, references herein to the Buyers' Title Policies shall mean, respectively, the owner's extended coverage title policy to be issued to CFH on the Shelter Parcel pursuant to the Updated and Segregated Title Commitment for the Shelter Parcel (the "**Shelter Parcel Title Policy**"), the owner's extended coverage title policy to be issued to Polaris on the Workforce Housing Parcel pursuant to the Updated and Segregated Title Commitment for the Workforce Housing Parcel (the "**Workforce Housing Parcel Title Policy**"), and the owner's extended coverage title policy to be issued to Horizon on the Affordable Housing Parcel pursuant to the Updated and Segregated Title Commitment for the Affordable Housing Parcel (the "**Affordable Housing Parcel Title Policy**").

ARTICLE 5. CONTINGENCIES

5.1 INSPECTIONS AND RIGHT OF ENTRY. Buyer 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 Buyer's contemplated uses meets with its approval.

5.1.1 INSPECTIONS. Buyer, its designated representatives or agents (and Assignees and their representatives and agents if they provide Seller with the insurance required under Section 5.1.3 and the indemnity required under Section 5.1.2) shall have the right at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Buyer (subject to the limitations set forth below and Section 5.1.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c)

examine all due diligence materials related to the Property that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege or by other similar confidentiality protections; (d) preliminarily determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) preliminarily determine whether Buyer's proposed development of the Property is economically feasible.

5.1.2 RIGHT OF ENTRY. Buyer and Buyer's designated representatives or agents (and Assignees and their representatives and agents if they provide Seller with the insurance required under Section 5.1.3 and the indemnity required under Section 5.1.4) shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives (and assignees and their representatives and agents if they provide Seller with the insurance required under Section 5.1.3 and the indemnity required under this Section 5.1.2) the right to enter the Property and conduct tests, investigations and studies set forth in this Article 5 upon three (3) days advance written notice; provided that such right of entry will be conducted so as to not unreasonably interfere with the activities of Seller's month-to-month tenants on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, each Buyer Entity agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability for injuries, sickness or death of persons, including employees of such Buyer Entity ("**Claims**") caused by or arising out of any act, error or omission of such Buyer Entity, 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 Seller, its officers, agents and employees.

5.1.3 RIGHT OF ENTRY INSURANCE. Prior to the entry of any Buyer Entity or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor's Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

5.2 METROPOLITAN KING COUNTY COUNCIL APPROVAL. Seller's and Buyer's performance under this Agreement is subject to approval by ordinance of the Conveyance of the Property by the Metropolitan King County Council (the "**Council Approval Contingency**"). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective on or before July 15, 2021 (the "**Council Approval Period**"). Seller may unilaterally extend the Council Approval Period one time for a period up to an additional thirty (30) days by notice to Buyer prior to the expiration of the initial Council Approval Period. If the Council Approval Contingency is not satisfied within the Council Approval Period, either Party may terminate this Agreement by sending notice thereof to the other Party. Upon such termination, the

Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder, except those that expressly survive hereunder.

5.3 HORIZON'S ENVIRONMENTAL REVIEW. The Parties acknowledge and agree: (1) that the entire Deposit will be made by Polaris; (2) that Horizon will have no earnest money or deposits at risk prior to the Closing; (3) that Horizon's acquisition of the Affordable Housing Parcel is subject to a determination by Horizon on the desirability of the Affordable Housing Parcel for the Affordable Housing Project as a result of the completion of the environmental review in accordance with 24 C.F.R. Part 58; (4) and that Horizon's interest in this Agreement is therefore an allowable option in accordance with 24 C.F.R. §58.22(d). Buyer shall provide notice to Seller upon Horizon either exercising or declining to exercise its allowable option under this Agreement. In the event Horizon declines to exercise its allowable option under this Agreement, Horizon shall assign its rights under this Agreement to an Affiliate of Polaris (the "Polaris Affiliate"), and the Polaris Affiliate shall assume all of Horizon's obligations and responsibilities under this Agreement.

5.4 UNIFORM RELOCATION ACT. Buyer anticipates that it may receive federal funds in connection with Buyer's future development activities on the Property. If Buyer chooses to use such funds, it could be required to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("URA"). In accordance with the URA, owner-occupants who move as a result of a voluntary acquisition of their property are not eligible for relocation assistance. Buyer is prepared to acquire the Property for the Purchase Price, subject to the terms and conditions of this Agreement. Buyer believes the Purchase Price represents the current market value of the Property on the date hereof. Buyer does not have authority to acquire the Property by eminent domain (*i.e.* Buyer cannot obtain the Property through condemnation). Therefore, Buyer cannot purchase the Property if Seller is not willing to sell it to Buyer. The URA requires that Buyer provide this information to Seller.

5.5 [Intentionally Deleted].

5.6 Use Covenants. Covenants to ensure the long-term (at least 20 years) use of the Shelter Parcel for the Shelter Project, the Workforce Housing Parcel for the Workforce Housing Project, and the Affordable Housing Parcel for the Affordable Housing Project (together, the "Use Covenants," individually the "Shelter Covenant," the "Workforce Housing Covenant" and the "Affordable Housing Covenant"), substantially in the forms attached hereto as **EXHIBIT G**, shall be executed by Seller and the respective Buyer Entity and recorded against the Shelter Parcel, Workforce Housing Parcel, and Affordable Housing Parcel, respectively, at Closing. The respective Use Covenants shall be fully enforceable against CFH, Polaris and Horizon, respectively, and any assignees or successors. To the extent King County Code 4.56.100.C.1.-2 applies to the Workforce Housing Project or the Affordable Housing Project, the Workforce Housing Covenant and/or the Affordable Housing Covenant shall include provisions requiring Polaris and/or Horizon to pay prevailing wages for any construction work and have an apprentice utilization goal of fifteen percent (15%). Notwithstanding the foregoing, the Use Covenants shall each contain release mechanisms providing for the termination of the Use Covenants in the event the applicable Buyer Entity is prevented from building or operating the Shelter Project, the Workforce Housing Project or the Affordable Housing Project, respectively (as contemplated by the Use Covenants) due to circumstances beyond its control. For the purposes

of this Section 5.6, circumstances beyond the applicable Buyer Entity's control shall include: the inability to obtain essential permits and entitlements from the relevant governmental entities; or the issuance of a final judgment or permanent injunctive relief by a court of competent jurisdiction that prevents compliance with the applicable Use Covenants.

5.7 [Intentionally Deleted].

5.8 Financing Contingency. Buyer's obligation under this Agreement is contingent upon Buyer notifying Seller, within fifteen (15) days following Metropolitan King County Council's approval by ordinance of the Conveyance of the Property pursuant to Section 5.2 above, that it has obtained satisfactory financing or grant funding or both, in an amount sufficient to allow Buyer to consummate the Closing under this Agreement ("**Financing Contingency Notice**"). If Buyer does not timely deliver the Financing Contingency Notice, then Buyer will be deemed to have elected to have waived this contingency. If Buyer does timely deliver the Financing Contingency Notice indicating that Buyer is not waiving this contingency, then this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder, except those that expressly survive herein.

**ARTICLE 6.
COVENANTS OF SELLER PENDING CLOSING**

6.1 CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 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 Seller 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. Seller shall give Buyer 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 that occurs prior to the Closing. Seller shall not make nor permit any third party to make any improvements or any physical changes to the Property prior to the Closing except as Buyer may approve in writing, such approval not to be unreasonably withheld, conditioned, or delayed.

**ARTICLE 7.
COVENANTS OF BUYER PENDING CLOSING**

7.1 CONDUCT, NOTICE OF CHANGE. Each Buyer Entity covenants that between the Effective Date and the Closing such Buyer Entity shall take all such actions as may be necessary to assure that the representations and warranties of such Buyer Entity set forth in Article 3 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 such Buyer Entity 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. Each Buyer Entity shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties it made in Article 3 or elsewhere in this Agreement that occurs prior to the Closing.

**ARTICLE 8.
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

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

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

8.2 OBLIGATIONS; WARRANTIES. All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects. All representations and warranties of Seller herein shall be true and correct in all material respects as of the Closing.

8.3 TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller's obligation to remove or resolve has been waived by Buyer.

8.4 TITLE INSURANCE. The Title Company has issued or unconditionally committed to issue the Shelter Parcel Title Policy to CFH, the Workforce Housing Parcel Title Policy to Polaris, and the Affordable Housing Parcel Title Policy to Horizon.

8.5 CONDEMNATION/ACTS OF GOD. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation, and no Act of God shall have resulted in material damage to the Property.

8.6 BINDING SITE PLAN. Buyer shall have recorded the Binding Site Plan pursuant to Section 1.2.

**ARTICLE 9.
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

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

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

9.2 OBLIGATIONS; WARRANTIES. All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing shall have been properly performed in all material respects. All representations and warranties of Buyer herein shall be true and correct in all material respects as of the Closing.

9.3 CONVEYANCE OF ENTIRE PROPERTY. Seller shall not be obligated hereunder to close the sale of the Property except as a conveyance of the entire Property for the

entire Purchase Price as provided herein, although in such Closing, Seller shall convey the Shelter Parcel to CFH, the Workforce Housing Parcel to Polaris, and the Affordable Housing Parcel to Horizon. Notwithstanding the foregoing, CFH shall have no obligation or liability under this Agreement to Seller with respect to Polaris' or Horizon's breach of this Agreement; Polaris shall have no obligation or liability under this Agreement to Seller with respect to CFH's or Horizon's breach of this Agreement; and Horizon shall have no obligation or liability under this Agreement to Seller with respect to CFH's or Polaris' breach of this Agreement.

ARTICLE 10. CLOSING

10.1 CLOSING/CLOSING DATE. The Closing to occur under this Agreement shall take place no earlier than July 30, 2021 and no later than September 30, 2021 ("**Closing Date**"). Buyer shall provide Seller with fourteen (14) days' written notice of the Closing Date, which shall also serve as notice of Buyer proceeding with the recordings of the Easements and Binding Site Plan in accordance with Section 1.2 above. The Parties have set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transactions contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington. Unless otherwise agreed by the Parties, Michael Costello, Commercial Escrow Specialist for Escrow Agent, whose phone number is 206-628-5619 and whose email address is Michael.costello@ctt.com, shall serve Escrow Agent's closer for the transactions contemplated hereunder.

10.2 PRORATIONS. Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of Buyer's Title Policy (to the extent applicable to standard coverage) and any costs of the preliminary and binding title commitments, one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the recording fees for the Deeds and its own attorneys' fees. Each Buyer Entity shall be responsible for the cost of any excess premium attributable to obtaining an extended coverage title policy and/or any endorsements that such Buyer Entity may require. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.3 SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1 The Deeds conveying the Property substantially in the form of **EXHIBIT C** attached hereto;

10.3.2 Washington real estate excise tax affidavits as required for recording of the Deeds and owner's affidavits in form required by the Title Company for issuance of the Shelter Parcel Title Policy, the Workforce Housing Parcel Title Policy, and the Affordable Housing Parcel Title Policy;

10.3.3 Seller's certificates of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto;

10.3.4 The Use Covenants substantially in the forms of **EXHIBIT G**, attached hereto; and

10.3.5 The Memoranda of Seller's Share of Consideration Upon Future Conveyance, substantially in the form of **EXHIBIT E**, attached hereto.

10.4 POSSESSION. Possession of the Property shall be delivered to Buyer at the Closing, free from any leases, tenants, occupants, and persons in possession, and in a vacant condition free from any temporary improvements and personal property, including, but not limited to, the tents and temporary structures currently on the Property.

10.5 BUYER'S DELIVERY OF PURCHASE PRICE AT CLOSING. At the Closing, Buyer shall deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less (as to the Workforce Housing Parcel sale) the Deposit made under Section 2.3 of this Agreement. Each Buyer Entity shall be responsible to pay only the portion of the Purchase Price allocable to the parcel it is acquiring, as provided in Section 2.2 above. Each respective Buyer Entity shall deliver the following properly executed documents as to its applicable parcel of the Property: Real Estate Excise Tax Affidavit; Use Covenants substantially in the forms of **EXHIBIT G**, attached hereto; and Memorandum of Seller's Share of Consideration Upon Future Conveyance substantially in the forms of **EXHIBIT E**, attached hereto (if applicable).

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 transactions 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 Buyer. In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and, then Seller's sole and exclusive remedy shall be to retain the Deposit as liquidated damages. Buyer expressly agrees that the payment of such amounts to Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

11.2.2 Default by Seller. In the event Closing does not occur due to default of Seller, Buyer's remedies shall be, at Buyer's option, (a) to terminate this Agreement and receive a refund of the Deposit, or (b) bring suit to specifically enforce this Agreement; provided that Buyer may not bring suit for specific performance unless: (i) Buyer is not in default under this

Agreement; (ii) Buyer demonstrates that it would have been in position to have tendered performance on its part as of the Closing Date; (iii) Buyer files suit for specific performance within one hundred twenty (120) days of Seller's alleged default; and (iv) said suit for specific performance seeks to convey the entire Property. In the event specific performance is not an available remedy (because, for example, Seller has conveyed the Property to another party in breach of this Agreement), then each Buyer Entity may bring suit against Seller for its actual damages resulting from Seller's default; provided however, Buyer shall have no right to seek lost profits, consequential damages, indirect damages or punitive damages in any amount.

11.2.3 Attorney's Fees. In the event of a legal action or other proceeding between the Parties that arises out of or relates to an alleged default under this Agreement, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees. In all other actions or proceedings arising out of or relating to this Agreement each party shall bear its own costs and expenses of suit, including 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 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. Pacific Time 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 or two (2) business days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested, or upon receipt by email; notices sent by email shall concurrently be transmitted by one of the other permitted means of giving notice. All notices and communications shall be addressed to the Parties and their designated notices recipients 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, and copies of all such notices and communications to a Party shall be concurrently given to such recipient Party's designated notice recipients:

If to Buyer: Congregations for the Homeless
515 - 116th Avenue NE, Suite 150
Bellevue, WA 98004
Attn: Mr. David Bowling, Executive Director
Email: davidb@cfchomelss.org

With a copy to: Congregations for the Homeless
515 - 116th Avenue NE, Suite 150
Bellevue, WA 98004
Attn: Linda Hall, Project Manager
Email: lindah@cfchomelss.org

With a copy to: Davis Wright Tremaine LLC
929 – 108th Avenue NE, Suite 1500
Bellevue, WA 98004
Email: warrenkoons@dwt.com

With a copy to: Davis Wright Tremaine LLC
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1610
Email: jimgreenfield@dwt.com

Polaris at Eastgate, LLC
120 W. Cataldo Ave., Suite 100
Spokane, WA 99201
Email: scottm@inlandconstruction.com and
johnf@inlandconstruction.com

Horizon Housing Alliance
905 W. Riverside Ave., Suite 202
Spokane, WA 99201
Email: jpilcher@hhaofwa.org and
ptippy@hhaofwa.org

Plymouth Housing Group
2113 Third Avenue
Seattle, WA 98121
Attn: John Torrence, Senior Real Estate Developer
Email: jtorrence@plymouthhousing.org

With a copy to: Kantor Taylor PC
1200 Fifth Avenue, Suite 1910
Seattle, WA 98101
Attn: Andrea Y. Sato
Email: asato@kantortaylor.com

If to Seller: King County
King County Facility Management Division
Real Estate Services Section
500 Fourth Avenue, Room 830
Seattle, WA 98104
Attn: Bryan Hague
Email: Bryan.Hague@kingcounty.gov

With a copy to: King County Prosecuting Attorney's Office
Civil Division
King County Courthouse
516 3rd Avenue, Suite W400
Seattle, WA 98104
Attention: Chris Leopold
Email: chris.leopold@kingcounty.gov

11.5 ENTIRE AGREEMENT AND AMENDMENT. This Agreement (including the Exhibits attached hereto) constitutes the entire agreement of the Seller and Buyer 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 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.

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 Subject to Section 11.14 below, 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 Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

11.10 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.

11.11 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.

11.12 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.

11.13 NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

11.14 ASSIGNMENT; RELEASE. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, that, subject to Seller's prior written approval upon review of the assignment agreement and suitability of the assignee, which shall not be unreasonably withheld, conditioned, or delayed, Horizon is authorized to assign its rights under this Agreement to purchase the Affordable Housing Parcel to (i) the Polaris Affiliate in accordance with Section 5.3 above; or (ii) a special purpose entity managed or controlled by Horizon, or to a special purpose entity managed or controlled by Plymouth Housing Group, a Washington nonprofit corporation ("**Plymouth**"), conditioned only upon such special purpose entity and/or Plymouth assuming Horizon's obligations under this Agreement with respect to the Affordable Housing Parcel pursuant to an assignment and assumption agreement, a copy of which shall, upon its mutual execution, be promptly provided to Seller. Following such assignment, all notices required hereunder to be sent to or from Buyer shall also be sent to or from such assignee.

11.15 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 the 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 any 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 negotiation and drafting of this Agreement.

11.16 SELLER'S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Bryan Hague, who is an employee of King County, is the Manager of the King County Facilities Management Division, and who Seller represents is the person with the most knowledge concerning the Property and the most appropriate employee to make such representations and warranties on behalf of Seller. Bryan Hague has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17 INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions of this Agreement are specifically and expressly intended to constitute a waiver of the indemnifying Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the other Party with a full and complete indemnity of claims made by the indemnifying Party's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18 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. Executed counterparts of this Agreement may be delivered electronically, such as by an email to the other Party of a PDF of such signed counterpart.

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	Binding Site Plan
EXHIBIT C	Bargain and Sale Deed
EXHIBIT D	Certificate of Non-Foreign Status
EXHIBIT E	Memorandum of Seller's Share of Consideration Upon Future Conveyance
EXHIBIT F	Form of Earnest Money Promissory Note (Deposit)
EXHIBIT G	Use Covenants
EXHIBIT H	West Private Sanitary Sewer Easement
EXHIBIT I	East Private Sanitary Sewer Easement
EXHIBIT J	Private Storm Drainage Easement
EXHIBIT K	Temporary Shoring Easement
EXHIBIT L	Demolition Plan
EXHIBIT M	Temporary Construction Easement

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

DocuSigned by:
By: Anthony Wright
22F0157CCF6B4B8
Name: Anthony Wright
Title: Director, Facilities Management Division
Date: 6/4/2021

APPROVED BY CUSTODIAL AGENCY

DocuSigned by:
By: Pat McLaughlin
9EE5B81852444C0
Name: Pat McLaughlin
Title: Director, Solid Waste Division, King County Department of Natural Resources and Parks
Date: 6/3/2021

APPROVED AS TO FORM:

DocuSigned by:
By: Chris Leopold
4D9EB365D57C415
Senior Deputy Prosecuting Attorney

BUYER: CONGREGATIONS FOR THE HOMELESS

By: David Bowling
David Bowling, Executive Director
Date: 6/1/2021

BUYER: POLARIS AT EASTGATE, LLC

By: 
Darin Davidson, Manager

Date: 6.1.21

BUYER: HORIZON HOUSING ALLIANCE

By: 
John R. Pilcher, President

Date: 6/1/2021

EXHIBIT A

LEGAL DESCRIPTION

**PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. 11-114500-LW, RECORDED
MARCH 23, 2012 UNDER RECORDING NO. 20120323900003, IN THE OFFICIAL
RECORDS OF KING COUNTY, WASHINGTON.**

EXHIBIT B
BINDING SITE PLAN
(Attached)

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS that we, the undersigned owners of interest in the land herein described, declare this document as provided by Chapter 58.17 RCW, to be the graphic representation of the Binding Site Plan made hereby and dedicate to the public forever all streets and avenues not shown as private. We dedicate the use for all public purposes not inconsistent with public highway purposes and also the right to make all necessary slopes for cuts and fills upon the lots shown in the reasonable grading of said streets and avenues. We further dedicate to the use of the public all the easements and tracts shown on this plan for all public purposes as indicated, including but not limited to parks, open space, utilities, and drainage unless such easements or tracts are specifically identified on this plan as being dedicated or conveyed to a person or entity other than the public, in which case we dedicate such streets, easements, or tracts to the person or entity identified and for the purpose stated.

Further, we waive for ourselves, our heirs and assigns, and any person or entity deriving title from the undersigned any and all claims for damages against the City of Bellevue and its successors and assigns which may be occasioned to the adjacent lands of this Binding Site Plan by the establishment, construction, or maintenance of roads and/or drainage systems within this Binding Site Plan.

This Binding Site Plan, dedication, and waiver of claims are made with the free consent and in accordance with our desires.

In witness whereof we set our hands and seals:

By: King County, a municipal corporation

By: _____ Its: _____ Date: _____
Name of Official

By: _____ Its: _____ Date: _____
Name of Official

ACKNOWLEDGEMENT:

STATE OF WASHINGTON }
 } SS:
COUNTY OF KING }

On this day personally appeared before me _____, to me known to be the _____ (title) of King County and _____, to me known to be the _____ (title) of King County, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument on behalf of the corporation.

GIVEN under my hand and official seal this ____ day of _____, 2021.

Notary Public in and for the State of Washington

My commission expires _____

NATIVE GROWTH PROTECTION EASEMENT (NGPE)

An assurance that the NGPE will be kept free from all development and disturbance except where allowed or required for habitat improvement projects, vegetation management, and new or expanded City parks per Land Use Code Section 20.25H; and that native vegetation, existing topography, and other natural features will be preserved for the purpose of preventing harm to property and the environment, including, but not limited to, controlling surface water runoff and erosion, maintaining slope stability, buffering and protecting plants and animal habitat. The City of Bellevue has the right to enter the property to investigate the condition of the NGPE upon reasonable notice. The City of Bellevue has the right to enforce the terms of the NGPE. The City of Bellevue has the right to require a management plan for the NGPE designating future management responsibility.

VARIANCE RESTRICTION

Approval by the City of this Binding Site Plan is a determination that each lot in the Binding Site Plan can be reasonably developed in conformance with the Land Use Code requirements in effect at the time of Binding Site Plan approval without requiring a variance.

LEGAL DESCRIPTION:

PARCEL B, CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. 11-114500-LW, RECORDED MARCH 23, 2012, UNDER RECORDING NUMBER 20120323900003, IN KING COUNTY, WASHINGTON.

HORIZONTAL DATUM:

WASHINGTON COORDINATE SYSTEM NAD 83/2011 NORTH ZONE

BASIS OF BEARINGS:

THE BEARING OF NORTH 79°33'34" WEST BETWEEN CITY OF BELLEVUE CONTROL POINT NO. 2040, A BRASS CAP SET IN THE TOP OF CURB, AND CITY OF BELLEVUE CONTROL POINT NO. 2039, A BRASS CAP SET IN THE TOP OF CURB AS SHOWN UPON THAT CERTAIN MAP ENTITLED "CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. 11-114500-LW", RECORDING NUMBER 20120323900003 IN THE RECORDS OF KING COUNTY, WASHINGTON, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS SURVEY.

EQUIPMENT & PROCEDURES:

THIS SURVEY WAS PERFORMED WITH A CARLSON BRX6 RTK GPS SYSTEM AND A CARLSON CR2 ROBOTIC TOTAL STATION. PROCEDURES WERE USED THAT MEET OR EXCEED THE REQUIREMENTS OF RCW 58.09, WAC 332-130-085 AND WAC 332-130-090.

REFERENCES:

- R1 CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. 88-6830, RECORDING NO. 8811039001.
- R2 CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT NO. 11-114500-LW, RECORDING NO. 20120323900003.

SURVEYOR'S NOTES:

- 1. THE CONTROL SURVEY WAS PERFORMED AND THE MONUMENTS SHOWN AS FOUND HEREON WERE LOCATED IN NOVEMBER, 2019.
- 2. THE PURPOSE OF THIS SURVEY WAS TO CREATE A BINDING SITE PLAN
- 3. DATE OF MAP: 2/5/2021

TREE PRESERVATION PLAN:

Designation of trees on the Tree Preservation Plan establishes a covenant by the owner to leave undisturbed all trees as shown on the Tree Preservation Plan. This covenant shall run with the land and shall be binding upon all future owners. No tree topping, tree cutting or tree removal shall occur unless required or approved by the City. Except for ordinary landscape maintenance, no construction, clearing or land alteration activities shall occur within the drip-line of trees shown on the Tree Preservation Plan, unless required or approved by the City. Activities in violation of this covenant are subject to penalty, including without limitation, fines and mitigation requirements. The City of Bellevue shall have the right, but not the obligation, to enforce the requirements, terms and conditions of this covenant by any method available under law. It is the obligation of the owner to comply with the terms of the Tree Preservation Plan and this covenant.

TRAILS

Easements dedicated as trails are for non-motorized public use and convey to the public a beneficial interest within the easement. Trails within the easement shall be maintained by individual parcels owners where the trails are located.

NW 1/4, SW 1/4 SEC. 10 T. 24 N., R. 5 E., W.M.
NE 1/4, SW 1/4 SEC. 10 T. 24 N., R. 5 E., W.M.

TRANSPORTATION DEPARTMENT

EXAMINED AND APPROVED with respect to streets, dikes and rights of way for roads, paths and slopes.

REAL PROPERTY & SURVEY _____ DATE _____

DEVELOPMENT REVIEW _____ DATE _____

UTILITIES DEPARTMENT

EXAMINED AND APPROVED with respect to water, sewer and drainage systems.

ADMINISTRATOR _____ DATE _____

DEVELOPMENT SERVICES DEPARTMENT

EXAMINED AND APPROVED:

ADMINISTRATOR _____ DATE _____

KING COUNTY DEPT. OF ASSESSMENTS

EXAMINED AND APPROVED THIS ____ DAY OF _____, 2021.

ASSESSOR _____ DEPUTY ASSESSOR _____

ACCOUNT NO. _____

RECORDER'S CERTIFICATE

FILED FOR RECORD THIS ____ DAY OF _____, 2021 AT _____ M. IN BOOK _____ OF SURVEYS AT PAGE _____ AT THE REQUEST OF DURYEA & ASSOCIATES.

DIRECTOR OF RECORDS

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF POLARIS AT EASTGATE, LLC IN OCTOBER 2020.



Job No. 19-2814
DURYEA ASSOCIATES
Surveying and Mapping
2702 N. Perry Street Spokane, WA 99207 (509) 465-8007
www.duryea-associates.com

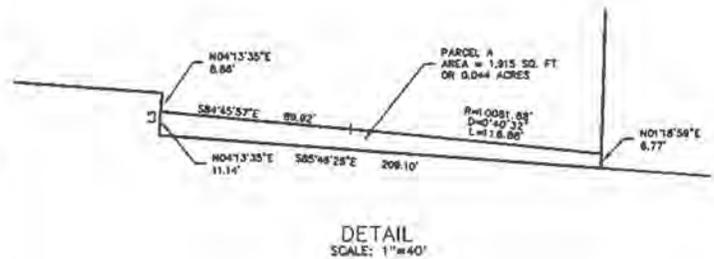
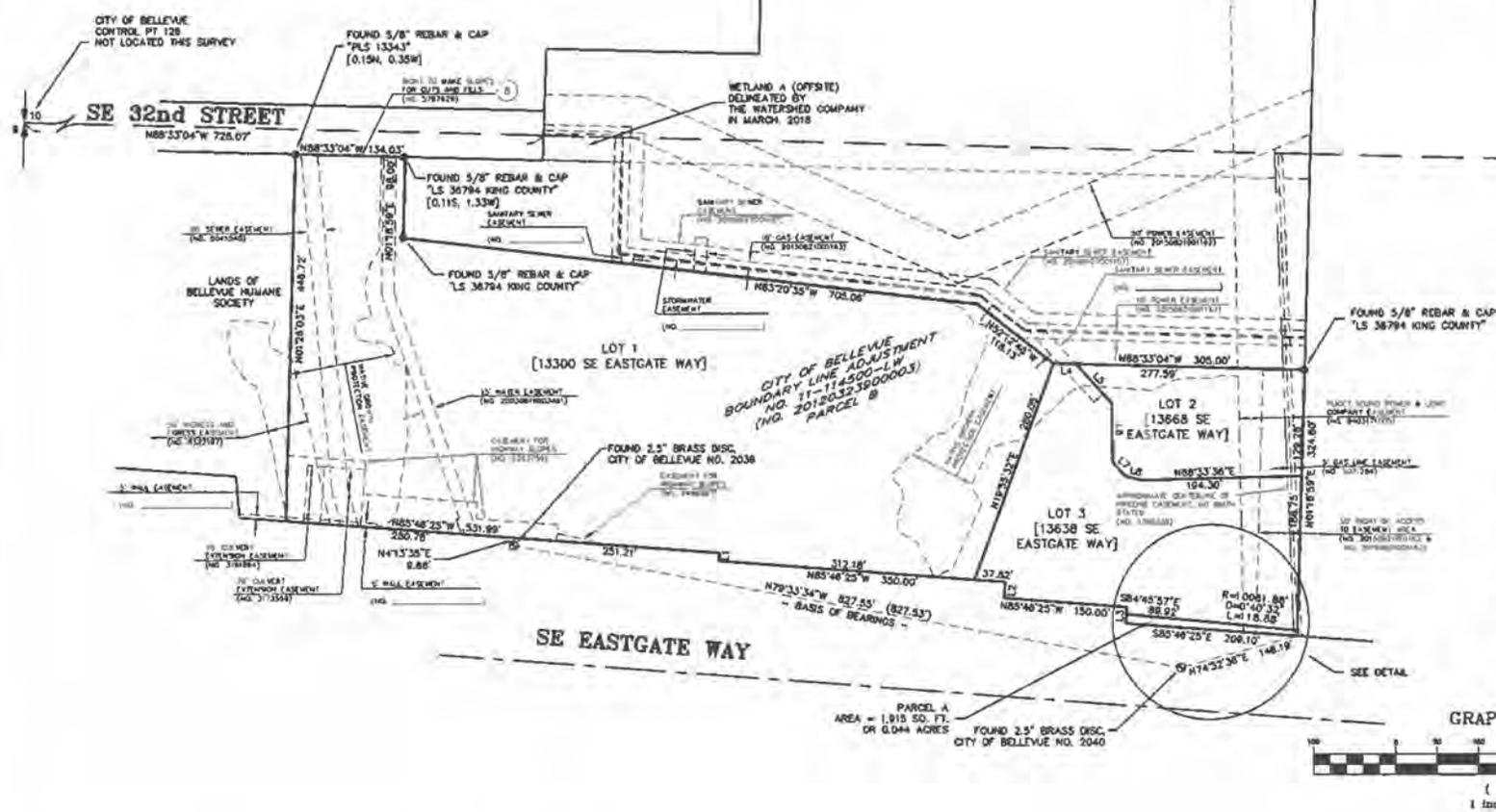
DATE: 4/26/2021



City of Bellevue

BINDING SITE PLAN NO. 20-119453 LF

NW 1/4, SW 1/4 SEC. 10 T. 24 N., R. 5 E., W.M.
NE 1/4, SW 1/4 SEC. 10 T. 24 N., R. 5 E., W.M.



DETAIL SCALE: 1"=40'

- LEGEND:**
- PROPERTY LINE
 - - - SECTION LINE
 - - - EASEMENT LINE
 - - - CENTERLINE
 - FOUND AS NOTED ADDRESS

LINE	BEARING	LENGTH
L1	N04°13'35"E	10.00'
L2	N04°13'35"E	20.00'
L3	N04°13'35"E	20.00'
L4	N85°33'04"W	27.41'
L5	S42°35'20"E	84.31'
L6	S01°26'24"E	72.17'
L7	S42°44'42"E	23.02'
L8	S74°10'56"E	19.90'

PARCEL AREA TABLE		
LOT 1	319,161 SF	7.327± AC
LOT 2	32,047 SF	0.736± AC
LOT 3	74,018 SF	1.699± AC
PARCEL A	1,915 SF	0.044± AC

Job No. 19 2814

DURYEA & ASSOCIATES
Surveying and Mapping
2702 N. Perry Street Spokane
WA 99207 (509) 465-8007
www.duryea-associates.com

DATE: 4/26/2021

City of Bellevue

BINDING SITE PLAN NO. 20-119453 LF

SHEET 2 OF 2

DocuSign Envelope ID: 30A26163-9A7F-446D-A987-D8E7CF07847B

EXHIBIT C

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

Attn: _____

BARGAIN AND SALE DEED

Grantor -- King County, Washington

Grantee -- _____

Legal ---- _____

Tax Acct. - _____

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. _____, does hereby bargain, sell and convey unto the Grantee, _____, a _____, the following the real property situate in King County, Washington and legally described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

GRANTOR:

KING COUNTY

BY: _____
Division

TITLE: Director, Facilities Management

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCK APPEARS ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE 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 _____

EXHIBIT A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

[Insert legal description after recording of Binding Site Plan]

Together with:

[Insert applicable Easements after recording]

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 D

**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ___ day of _____, 20__.

King County, Transferor:

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

EXHIBIT E

Memorandum of Seller’s Share of Consideration upon Future Conveyance

After Recording, Return to:

Reference Number of Related Document: N/A
Grantor(s): Congregations for the Homeless
Grantee(s): King County
Abbreviated Legal Description: [insert]

Additional Legal Description is on Exhibit A of Document

Assessor’s Property Tax Parcel or Account No.: _____

MEMORANDUM OF SELLER’S SHARE OF CONSIDERATION UPON FUTURE CONVEYANCE

THIS MEMORANDUM OF SELLER’S SHARE OF CONSIDERATION UPON FUTURE CONVEYANCE is made this ____ day of _____, 2021, by and between [Buyer Entity], a [state] [form of entity] (“Buyer”), and King County, a political subdivision of the State of Washington (“Seller”).

1. Pursuant to an Amended and Restated Real Estate Purchase and Sale Agreement dated _____, 2021 (“PSA”), Buyer has, concurrently with the execution of this Memorandum, acquired the real property described on Exhibit A hereto (“Property”). Terms defined in the PSA shall have the same meaning herein.

2. Under the PSA, Seller is entitled to receive certain payments from Buyer or its Affiliate in the event of any Conveyance of the vacant Property, which may include, as more specifically defined in the PSA, a transfer, conveyance, sale, disposition, condemnation, assignment, encumbrance, mortgage, pledge or grant of any legal or beneficial right, title or interest in the Property (or any portion of the Property), or the grant of an option with respect to any of the foregoing, or a lease with a term of ten (10) years or more, including any unilateral options held by tenant, for all or a substantial part of the Property.

3. This memorandum shall automatically terminate and be released on the earlier of: (a) [_____], which is the day after the tenth (10th) anniversary of the last day of the Participation Period; or (b) upon [commencement of construction of the Shelter Project] [the closing of financing for construction of an [affordable/workforce] housing project on that is funded

with at least ten million dollars (\$10,000,000.00) in documented, verifiable, and commercially reasonable construction financing.]

4. Seller's rights under Section 3.5 of the PSA shall be prior to and superior to and over any and all security interests in the Property, except the security interests of Buyer's lender for the acquisition of the Property that holds a recorded security interest in the Property pursuant to a deed of trust or a mortgage as provided in Section 3.5 of the PSA.

5. This Notice is for the sole purpose of providing notice of the PSA, and the PSA contains all terms and conditions of any payment due Seller in the event of a Conveyance. In the event of any conflict, the PSA shall govern over this memorandum.

DATED as of the day and year first above written.

KING COUNTY:

[BUYER ENTITY]:

By: _____

By: _____

Name: Anthony Wright

Name: _____

Title: Director, Facilities Management Division

Title: _____

APPROVED AS TO FORM:

By: _____

Senior Deputy Prosecuting Attorney

Exhibit A – Legal Description of the Property

EXHIBIT F

FORM OF EARNEST MONEY PROMISSORY NOTE (DEPOSIT)

\$250,000.00

Seattle, Washington
[Date]

FOR VALUE RECEIVED, the undersigned promises to pay to Chicago Title of Washington the sum of Two Hundred Fifty Thousand and no/100 Dollars (\$250,000.00), with no interest thereon, on the later of (i) the date that the undersigned gives written notice of the satisfaction or waiver of the Financing Contingency pursuant to Section 5.8 of the Amended and Restated Real Estate Purchase and Sale Agreement, as amended, between King County, a political subdivision of the State of Washington (“Seller”) and Congregations for the Homeless, Polaris at Eastgate, LLC, and Horizon Housing Alliance, as Buyer (the “PSA”); or (ii) upon satisfaction or waiver of the Council Approval Contingency pursuant to Section 5.2 of the PSA. Upon satisfaction or waiver of the Financing Contingency and Council Approval Contingency, the amount due under this Note shall be converted to cash, which shall be held in escrow with Chicago Title of Washington pursuant to the PSA.

This Promissory Note shall bear interest after maturity at the rate of twelve percent (12%) per annum. If this Promissory Note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this Promissory Note, the undersigned promises to pay reasonable attorneys’ fees, including any on appeal.

POLARIS AT EASTGATE, LLC

By: _____
Its: _____

EXHIBIT G

USE COVENANTS

(Attached)

---AFTER RECORDING RETURN TO:

Document Title: RESTRICTIVE COVENANT FOR SHELTER USE

Grantor: Congregations for the Homeless, a Washington nonprofit corporation

Grantee: King County, a political subdivision of the state of Washington

Abbreviated Legal Description: [Insert]
(Full Legal on Exhibit A)

Assessor's Tax Parcel Number:

Related Document: N/A

RESTRICTIVE COVENANT FOR SHELTER USE
(*Shelter Parcel*)

THIS RESTRICTIVE COVENANT FOR SHELTER USE ("*Covenant*") is made as of _____, 2021, by Congregations for the Homeless, a Washington nonprofit corporation ("*CFH*") and by and in favor of King County, a political subdivision of the State of Washington ("*King County*").

This Covenant burdens the real property located in the City of Bellevue, Washington, and legally described on the attached Exhibit A (the "*Burdened Property*") and benefits King County.

RECITALS

A. King County, as Seller, and CFH, as one of three Buyer Entities, have entered into that certain Amended and Restated Real Estate Purchase and Sale Agreement, dated May __, 2021 (the "*PSA*") with respect to the sale of the Burdened Property to CFH. The Property is defined as the "Shelter Parcel" in the PSA.

B. As set forth in the PSA, King County wants to ensure the long-term (at least 20 years) use of the Shelter Parcel for the Shelter Project as defined in the PSA.

C. In furtherance of such purpose, and in consideration, in part, for the sale of the Property to CFH, CFH agreed in the PSA to convey a restrictive covenant to King County limiting the use of the Burdened Property principally to an overnight shelter and drop-in day center for individuals experiencing homelessness along with providing associated services to such individuals and to uses associated with the administrative operations of CFH and its assigns.

D. CFH has acquired from King County and King County has conveyed to CFH, the Burdened Property pursuant to the PSA and pursuant to the Bargain and Sale Deed as of the date hereof and recorded against the Burdened Property with the King County Recorder under No. _____ on _____, 2021 (the "*Deed*").

AGREEMENT

NOW THEREFORE, CFH and King County agree, covenant and declare that the Deed is subject to the following restrictive covenants, reserved from King County's conveyance of the Burdened Property to CFH by the Deed, which covenants shall run with the land and burden the Burdened Property for the sole benefit of King County.

1. **Definitions.** Capitalized terms not otherwise defined in this Covenant (including the recitals hereto) shall have the respective meanings ascribed such terms in the PSA. The following terms shall have the meanings defined herein:

(a) **“Literally Homeless”** shall have the meaning set forth in subsection (1) of the definition of “homeless” set forth in HUD regulation 24 CFR §582.5 as now or hereinafter amended. Subsection (1) of the definition of “homeless” set forth in HUD regulation 24 CFR §582.5 currently defines “homeless” as: “(1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution”.

(b) **“HUD”** means the United States Department of Housing and Urban Development, or any successor governmental agency.

(c) **“Low Barrier”** means accepting anyone experiencing homelessness who can sufficiently manage his/her behavior to live in community with others. Individuals will not be denied access due to criminal history, mental illness, or drug/alcohol use or addiction.

(d) **“Shelter”** means a building providing temporary housing and drop-in day accommodations and critical basic support to temporary residents including, without limitation, meals, laundry, personal hygiene, and health services.

2. **Shelter Use Covenant.** CFH covenants and declares that during the Term of this Covenant the use of the Burdened Property shall be restricted principally to the construction, operation, and maintenance of a low barrier shelter serving Literally Homeless persons. The Burdened Property also may be used for the administrative and business operations of CFH and its assigns. CFH intends to subject the Property to one or more Regulatory Agreements (Extended Use Agreements) restricting the use of the Burdened Property to providing a shelter for persons experiencing homelessness (each such agreement, an **“Other Covenant”**). During any period during which the Burdened Property is subject to any Other Covenant, compliance with the Other Covenant shall be deemed compliance with this Covenant, so long as the Other Covenant restricts the use of the Burdened Property in a manner that is substantially the same as the terms and provisions of this Covenant.

3. **Term.** The covenants contained herein shall remain in place until the twentieth (20th) anniversary of the date this Covenant initially is recorded in the land records of King County, Washington. This Covenant shall automatically terminate and be of no further force or effect upon the expiration of its term.

4. **Enforcement Actions.** If a violation of any of the foregoing covenants occurs, King County shall provide written notice specifying the default to CFH. CFH shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, then such additional period as is reasonably necessary for CFH to complete such cure, provided that CFH commences cure within such thirty (30) day period and thereafter diligently pursues it to completion). If after such period, CFH fails to cure such violation, or to commence such cure, as applicable, King County may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance of the obligations hereunder. No delay in enforcing the provisions hereof as to any breach or violation, shall impair, damage or waive the right of King County to enforce the provisions hereof during the continuation or repetition of such breach, or upon a violation or any similar breach or violation hereof at any later time. In the event that legal proceedings are commenced to enforce any provision of this Covenant, the prevailing party in such action shall be entitled to an award of costs and reasonable legal and attorneys' fees, including those incurred on appeal, in addition to any other relief. Nothing contained herein shall be deemed to limit or restrict the rights of King County under any other agreement or contract. No third parties have any rights to enforce this Covenant. Time is of the essence.

5. **Miscellaneous.**

(a) This Covenant shall run with the land and in favor of King County and shall be recorded by King County in the real property records of King County.

(b) If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

EXHIBIT A
Legal Description

AFTER RECORDING RETURN TO:

Document Title: DECLARATION OF COVENANT FOR LOW-INCOME HOUSING

Grantor: Polaris at Eastgate, LLC

Grantee: King County

Abbreviated Legal Description: [Insert]

(Full Legal on Exhibit A)

Assessor's Tax Parcel Number:

Related Document: N/A

DECLARATION OF COVENANT FOR LOW-INCOME HOUSING
(*Workforce Housing Parcel*)

THIS DECLARATION OF COVENANT FOR LOW-INCOME HOUSING ("*Covenant*") is made as of _____, 2021, by Polaris at Eastgate, LLC, a Washington limited liability company ("*Polaris*"), and by and in favor of King County, a political subdivision of the State of Washington ("*King County*").

This Covenant applies to the real property located in the City of Bellevue, Washington, and legally described on the attached Exhibit A (the "*Property*").

RECITALS

A. King County is desirous of ensuring the long-term (at least 20 years) use of the Property for the purposes set forth herein.

B. In furtherance of such purpose, and in consideration of the sale of the Property to Polaris, Polaris intends to limit the rents charged and impose maximum income requirements for the residents of the individual dwelling units within the apartment complex constructed on the Property (the "**Workforce Housing Project**").

AGREEMENT

NOW THEREFORE, Polaris hereby covenants as follows:

1. **Definitions.** The following terms shall have the following meanings:

(a) “*Area Median Income*” or “*AMI*” means the area median income determined in a manner consistent with determination of area median gross income under section 8 of the United States Housing Act of 1937 (as amended from time to time), including adjustments for family size, for the Primary Metropolitan Statistical Area (“*PMSA*”) which includes the City of Bellevue, Washington.

(b) “*Gross Rent*” has the meaning ascribed such phrase in Section 42(g)(2) of the Internal Revenue Code, as the same may be amended and re-enacted from time to time; *provided*, if Section 42(g)(2) of the Internal Revenue Code is repealed, “Gross Rent” shall have the meaning ascribed such phrase in Section 42(g)(2) of the Internal Revenue Code as in effect immediately before such repeal; and provided further, “Gross Rent” shall only include that portion of rent that is payable by the tenant (and shall not include rent paid by others pursuant to one or more rental subsidy programs).

(c) “*Housing Unit*” means a residential dwelling unit in the Workforce Housing Project available for rent by or rented to a tenant.

(d) “*HUD*” means the United States Department of Housing and Urban Development, or any successor governmental agency.

2. **Covenants.**

2.1 Each Housing Unit shall be both rent-restricted and occupied by (or held available for rental to) individuals whose income at the time of initial occupancy is sixty percent (60%) or less of Area Median Income.

(a) For purposes of this Section 2, a Housing Unit is rent-restricted if the Gross Rent with respect to such Housing Unit does not exceed thirty percent (30%) of the Imputed Income Limitation applicable to such Housing Unit.

(i) For purposes of Section 2(a), the “*Imputed Income Limitation*” applicable to a Housing Unit is the income limitation which would apply under the first sentence of this Section 2 to individuals occupying the Housing Unit if the number of individuals occupying the Housing Unit were as follows: (A) in the case of a Housing Unit which does not have a separate bedroom, one (1) individual and (B) in the case of a Housing Unit which has one (1) or more separate bedrooms, one and one-half (1.5) individuals for each separate bedroom.

(ii) The amount of the Imputed Income Limitation applicable for any calendar year (other than the calendar year in which the first Housing Unit in the Workforce Housing Project

is occupied) shall not be less than the Imputed Income Limitation applicable for the immediately preceding calendar year.

(b) For purposes of this Section 2, an individual's income shall be determined in a manner consistent with determination of lower income families under section 8 of the United States Housing Act of 1937 (as amended from time to time).

(c) The restrictions set forth in this Section 2 do not apply with respect to the Housing Units within the Workforce Housing Project that are occupied by (or held available for use by) on-site property managers and/or providers or services to tenants, provided, however, that no more than three Housing Units will be used for such purposes.

(d) Polaris intends to subject the Property to one or more Regulatory Agreements (Extended Use Agreements) in favor of Washington State Housing Finance Commission (or its successor agency) (each, an "**Other Covenant**"). During any period during which the Workforce Housing Project is subject to an Other Covenant, compliance with the Other Covenant shall be deemed to be compliance with this Covenant, so long as the Other Covenant restricts the incomes of tenants and the allowable rents in a manner that is substantially (1) the same as set forth in Section 42(g) of the Internal Revenue Code, as in effect as of the date of this Covenant, and (2) the same as the terms and provisions of the Other Covenant as recorded on or about the date hereof.

2.2 In accordance with King County Code 4.56.100.C.1-2, Polaris (and its successors and assigns) shall pay residential prevailing wages (as defined in chapter 39.12 RCW) for initial construction of the Workforce Housing Project and shall have an apprentice utilization goal of fifteen percent (15%). For this purpose, Polaris shall use September 8, 2020, as the wage publication date (i.e. effective date for prevailing wages determinations) and shall use prevailing wages for King County, Washington.

3. **Term.** The covenants contained herein shall remain in place until the twentieth (20th) anniversary of the date this Covenant initially is recorded in the land records of King County, Washington. This Covenant shall automatically terminate and be of no further force or effect upon the expiration of its term. Additionally, in the event Polaris (or its successors and assigns) is prevented from building or operating the Workforce Housing Project during the term of this Covenant due to circumstances beyond its control, King County agrees to release and terminate this Covenant.

4. **Enforcement Actions.** If a violation of any of the foregoing covenants occurs, King County may, after thirty (30) days' written notice to the Polaris (or its successors and assigns), institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance of the obligations hereunder; provided, King County shall not have the right to cause any tenant of a Housing Unit to be evicted from a Housing Unit. No delay in enforcing the provisions hereof as to any breach or violation, shall impair, damage or waive the right of King County to enforce the provisions hereof during the continuation or repetition of such breach, or upon a violation or any similar breach or violation hereof at any later time. In the event that legal proceedings are commenced to enforce any provision of this Covenant,

the prevailing party in such action shall be entitled to an award of costs and reasonable legal and attorneys' fees in addition to any other relief. Nothing contained herein shall be deemed to limit or restrict the rights of King County under any other agreement or contract. No third parties have any rights to enforce this Covenant.

5. **Miscellaneous.**

(a) This Covenant shall run with the land and in favor of King County, shall be binding on all successors and assigns of Polaris, and shall be recorded by King County in the real property records of King County.

(b) If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

[Remainder of page intentionally blank.]

EXHIBIT A
Legal Description

AFTER RECORDING RETURN TO:

Document Title: DECLARATION OF COVENANT FOR LOW-INCOME HOUSING

Grantor: [Horizon Housing Alliance]

Grantee: King County

Abbreviated Legal Description: [Insert]
(Full Legal on Exhibit A)

Assessor's Tax Parcel Number:

Related Document: N/A

DECLARATION OF COVENANT FOR LOW-INCOME HOUSING
(*Affordable Housing Parcel*)

THIS DECLARATION OF COVENANT FOR LOW-INCOME HOUSING ("*Covenant*") is made as of _____, 2021, by [Horizon Housing Alliance, a California nonprofit public benefit corporation], and by and in favor of King County, a political subdivision of the State of Washington ("*King County*").

This Covenant applies to the real property located in the City of Bellevue, Washington, and legally described on the attached Exhibit A (the "*Property*").

RECITALS

A. King County is desirous of ensuring the long-term (at least 20 years) use of the Property for the purposes set forth herein.

B. In furtherance of such purpose, and in consideration of the sale of the Property to Horizon, Horizon intends to limit the rents charged and impose maximum income requirements for the residents of the individual dwelling units within the apartment complex constructed on the Property (the "**Affordable Housing Project**").

AGREEMENT

NOW THEREFORE, Horizon hereby covenants as follows:

1. **Definitions.** The following terms shall have the following meanings:

(a) **“Area Median Income”** or **“AMI”** means the area median income determined in a manner consistent with determination of area median gross income under section 8 of the United States Housing Act of 1937 (as amended from time to time), including adjustments for family size, for the Primary Metropolitan Statistical Area (**“PMSA”**) which includes the City of Bellevue, Washington.

(b) **“Gross Rent”** has the meaning ascribed such phrase in Section 42(g)(2) of the Internal Revenue Code, as the same may be amended and re-enacted from time to time; *provided*, if Section 42(g)(2) of the Internal Revenue Code is repealed, **“Gross Rent”** shall have the meaning ascribed such phrase in Section 42(g)(2) of the Internal Revenue Code as in effect immediately before such repeal; and provided further, **“Gross Rent”** shall only include that portion of rent that is payable by the tenant (and shall not include rent paid by others pursuant to one or more rental subsidy programs).

(c) **“Housing Unit”** means a residential dwelling unit in the Affordable Housing Project available for rent by or rented to a tenant.

(d) **“HUD”** means the United States Department of Housing and Urban Development, or any successor governmental agency.

2. **Covenants.**

2.1 Each Housing Unit shall be both rent-restricted and occupied by (or held available for rental to) individuals whose income at the time of initial occupancy is fifty percent (50%) or less of Area Median Income.

(a) For purposes of this Section 2, a Housing Unit is rent-restricted if the Gross Rent with respect to such Housing Unit does not exceed thirty percent (30%) of the Imputed Income Limitation applicable to such Housing Unit.

(i) For purposes of Section 2(a), the **“Imputed Income Limitation”** applicable to a Housing Unit is the income limitation which would apply under the first sentence of this Section 2 to individuals occupying the Housing Unit if the number of individuals occupying the Housing Unit were as follows: (A) in the case of a Housing Unit which does not have a separate bedroom, one (1) individual and (B) in the case of a Housing Unit which has one (1) or more separate bedrooms, one and one-half (1.5) individuals for each separate bedroom.

(ii) The amount of the Imputed Income Limitation applicable for any calendar year (other than the calendar year in which the first Housing Unit in the Affordable Housing Project

is occupied) shall not be less than the Imputed Income Limitation applicable for the immediately preceding calendar year.

(b) For purposes of this Section 2, an individual's income shall be determined in a manner consistent with determination of lower income families under section 8 of the United States Housing Act of 1937 (as amended from time to time).

(c) The restrictions set forth in this Section 2 do not apply with respect to the Housing Units within the Affordable Housing Project that are occupied by (or held available for use by) on-site property managers and/or providers or services to tenants, provided, however, that no more than three Housing Units will be used for such purposes.

(d) Horizon intends to subject the Property to one or more Regulatory Agreements (Extended Use Agreements) in favor of Washington State Housing Finance Commission (or its successor agency) (each, an "**Other Covenant**"). During any period during which the Affordable Housing Project is subject to an Other Covenant, compliance with the Other Covenant shall be deemed to be compliance with this Covenant, so long as the Other Covenant restricts the incomes of tenants and the allowable rents in a manner that is substantially (1) the same as set forth in Section 42(g) of the Internal Revenue Code, as in effect as of the date of this Covenant, and (2) the same as the terms and provisions of the Other Covenant as recorded on or about the date hereof.

2.2 In accordance with King County Code 4.56.100.C.1-2, Horizon (and its successors and assigns) shall pay not less than the equivalent of residential prevailing wages (as defined in chapter 39.12 RCW) for initial construction of the Affordable Housing Project and shall have an apprentice utilization goal of fifteen percent (15%).

3. **Term.** The covenants contained herein shall remain in place until the twentieth (20th) anniversary of the date this Covenant initially is recorded in the land records of King County, Washington. This Covenant shall automatically terminate and be of no further force or effect upon the expiration of its term. Additionally, in the event Horizon (or its successors and assigns) is prevented from building or operating the Affordable Housing Project during the term of this Covenant due to circumstances beyond its control, King County agrees to release and terminate this Covenant.

4. **Enforcement Actions.** If a violation of any of the foregoing covenants occurs, King County may, after thirty (30) days' written notice to Horizon (or its successors and assigns), institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or to compel specific performance of the obligations hereunder; provided, King County shall not have the right to cause any tenant of a Housing Unit to be evicted from a Housing Unit. No delay in enforcing the provisions hereof as to any breach or violation, shall impair, damage or waive the right of King County to enforce the provisions hereof during the continuation or repetition of such breach, or upon a violation or any similar breach or violation hereof at any later time. In the event that legal proceedings are commenced to enforce any provision of this Covenant, the prevailing party in such action shall be entitled to an award of costs and reasonable legal and attorneys' fees in addition to any other relief. Nothing contained herein shall be deemed to limit

or restrict the rights of King County under any other agreement or contract. No third parties have any rights to enforce this Covenant.

5. Miscellaneous.

(a) This Covenant shall run with the land and in favor of King County, shall be binding on all successors and assigns of Horizon, and shall be recorded by King County in the real property records of King County.

(b) If any provision of this Covenant shall be held by a court of proper jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall survive and their validity, legality or unenforceability shall not in any way be affected or impaired thereby.

[Remainder of page intentionally blank.]

EXHIBIT A
Legal Description

EXHIBIT H

WEST PRIVATE SANITARY SEWER EASEMENT

(Attached)

After Recording Return To:

Document Title:	Sanitary Sewer Easement
Grantor:	King County, a political subdivision of the State of Washington
Grantee:	King County, a political subdivision of the State of Washington, and its successors and assigns
Abr. Legal Description:	PCL A BELLEVUE BLA #11-114500-LW REC #20120323900003
Tax Parcel No.:	545330-0320

SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT (the "Agreement") is made and entered into this ____ day of _____, 2021.

RECITALS:

WHEREAS, King County, a political subdivision of the State of Washington ("King County"), owns the real property legally described on **Exhibit 1** hereto ("Parcel A"); and

WHEREAS, King County also owns the real property adjacent to and immediately south of Parcel A and legally described on **Exhibit 2** hereto ("Parcel B"); and

WHEREAS, King County is subdividing Parcel B into three (3) lots ("Lot 1", "Lot 2", and "Lot 3"; collectively, the "Subdivided Lots") pursuant to that City of Bellevue Binding Site Plan No. 20-119453 LF recorded herewith (the "Binding Site Plan"); and

WHEREAS, King County is selling Lot 1 to Polaris at Eastgate, LLC, a Washington limited liability company ("Polaris"), Lot 2 to Congregations for the Homeless, a Washington non-profit corporation ("CFH"), and Lot 3 to Horizon Housing Alliance, a California nonprofit public benefit corporation ("Horizon"); and

WHEREAS, to facilitate the sale of the Subdivided Lots, King County, as owner of Parcel A ("Grantor"), desires to grant to King County, as current owner of Lot 1, and its successors and assigns, including Polaris, as future owner of Lot 1 ("Grantee"), a non-exclusive, perpetual easement over and across a portion of Parcel A for the purposes set forth herein (the "Sanitary Sewer Easement"); and

WHEREAS, Grantor and Grantee each desire and intend for the Sanitary Sewer Easement to be subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, value, and sufficiency of which is hereby acknowledged, Grantor and Grantee mutually covenant and agree as follows:

AGREEMENT:

1. Easement Area. The area subject to the Sanitary Sewer Easement set forth in this Agreement is the area legally described and identified on the map attached hereto as **Exhibit 3** (the "Easement Area").

2. Grant of Easement. Grantor hereby grants to Grantee the Sanitary Sewer Easement, which is a non-exclusive, perpetual easement over and across the Easement Area, to be used solely for constructing, installing, reconstructing, replacing, maintaining, repairing and operating a sanitary sewer pipeline and all necessary connections and appurtenances thereto, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement. Grantee shall be solely responsible for obtaining and complying with all government approvals necessary for completion of the work contemplated hereunder, and shall promptly comply with all conditions, requirements, or enforcement actions relating thereto.

Prior to commencement of Construction/maintenance activities on Parcel A, Grantee shall provide Grantor with copies of project plans and documents for review and comment at major design stages for work on Parcel A. Grantee access to the Easement Area for maintenance/repair activities shall be during Grantee's normal working hours, with a minimum 72 hours advance notice; except in response to an emergency, in which case Grantor shall be notified as soon as possible (but not more than 24 hours from the occurrence). Grantee shall locate all underground utilities prior to commencement of construction.

Adequate fencing between Parcels A and B, comparable to the existing fencing, shall be maintained by Grantee during the Term of the easement to retain the existing level of security for Grantor's Property (Parcel A). Grantor shall be provided with Grantee's Fence Construction and Phasing Plans and Specifications for review and approval, such approval not to be unreasonably conditioned, delayed or withheld, prior to relocating security fencing to enable Grantee access to, and use of, the Easement Area for initial construction within the Easement Area; and prior to any proposed subsequent fence modifications. Grantee shall not damage or modify the existing or replacement landscaping within the Easement Area during the Term of the easement, including employment of Best Management Practices (BMPs) and Temporary Erosion & Sediment Control measures (TESC) while conducting construction/repair activities within the Easement Area. Upon completing initial construction of sanitary sewer pipeline and appurtenances, Grantee shall relocate the fencing to the property line between Parcel A and Parcel B in its original or better condition.

Grantee shall cause all necessary maintenance and repair to the sanitary sewer pipeline and connections within the Easement Area to be made at its sole cost for the duration of the Agreement. Following any construction, installation, repair or maintenance within the Easement Area, Grantee, at no expense to Grantor, shall remove all equipment and materials and restore the Easement Area to the condition in which it existed prior to the commencement of said activities. Upon completion of construction/maintenance and/or repair activities, Grantee shall provide a signed notice of completion to Grantor, including as-built drawing(s) and locations of utilities, facilities, and appurtenances; at which time Grantor and Grantee will inspect the Easement Area and Grantee shall make any additional modifications, to ensure the Easement Area has been restored to its prior existing condition to Grantor's reasonable satisfaction.

If, at any time, Grantee causes a release in, on, or about the Easement Area of any Hazardous Substances, or disturbs or exacerbates any Hazardous Substances, the presence of which predates this Agreement, Grantee agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, in compliance with all applicable laws. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW Ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW Ch. 90.48, and any laws concerning above ground or underground storage tanks. Should any release of Hazardous Substances, or damage to existing utilities or facilities occur on Grantor's Property as a result of Grantee's actions, Grantee shall notify Grantor as soon as possible (but no longer than 24-hours from the time the Grantee learns of the occurrence) and shall immediately make all necessary repairs to the reasonable satisfaction of Grantor. Any costs incurred by Grantor as a result of damages or spills caused by Grantee shall be reimbursed to Grantor by Grantee.

3. Non-Exclusivity/Right to Relocate. Grantor reserves unto itself the right to utilize the Easement Area for such purposes as do not unreasonably obstruct, endanger or interfere with the Sanitary Sewer Easement or the rights granted to Grantee under this Agreement. Grantor shall have the right to grant such other easements, rights or privileges to other persons or parties and/or entities for such purposes as Grantor in its sole discretion may elect, so long as such purposes do not unreasonably obstruct, endanger or interfere with the Sanitary Sewer Easement or the rights granted to Grantee under this Agreement. In addition, Grantor may, from time-to-time, change the location of the Sanitary Sewer Easement and related appurtenances, provided that: (a) such change shall not unreasonably interfere with or diminish the availability of the utilities serviced by the facilities to Grantee or to any third-party serviced thereby; (b) such change shall be performed at the sole cost of Grantor; and (c) such change shall be made in accordance with and subject to

all applicable municipal ordinances, building codes, required permits, requirements of the provider of such utility, and other applicable requirements of law.

4. Nature of Easement. The Sanitary Sewer Easement, and other rights granted under the terms of this Agreement, shall be appurtenant to and run with the land, and shall be binding on and obligate all persons and/or entities having or acquiring any right, title, or interest in the land.

5. Indemnification. Grantee, and its successors and assigns (including Polaris) shall indemnify, defend, and hold Grantor and its successors and assigns harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from Grantee's (or Grantee's tenants, subtenants, contractors, vendors or other invitees) use of the Easement Area. Grantee's obligations under this Section 5 shall also extend to: 1) Grantee's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by Grantee, its officers, employees and agents; and 2) Grantee's release in, on, from, or about the Easement Area, at any time, of any Hazardous Substances, or Grantee's disturbance or exacerbation of Hazardous Substances, the presence of which predates this Agreement. For the purpose of this Section 5, Grantee, by negotiation, hereby waives, with respect to Grantor only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

6. General Provisions.

6.1 Modification. This Agreement may only be modified or amended by a written instrument executed by the parties.

6.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

6.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent of the law.

6.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

6.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall be binding on the owner of Parcel A and inure to the benefit of the owner of Lot I, and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

6.6 Recording. This Agreement shall be recorded in the Office of the Recorder of King County, Washington.

6.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be King County for any dispute relating to or arising under this Agreement.

6.8 Remedies. In addition to all other remedies allowed by law or equity, the parties, and their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Agreement.

6.9 Attorney's Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of any alleged breach, dispute or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in that action or proceeding (or any appeal thereof), in addition to any other relief to which it is entitled.

6.10 Breach. Except as specifically set forth herein, it is expressly agreed that no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or otherwise terminate this Agreement or the property rights granted herein. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law or equity by reason of any such breach, including any party's right to seek judicial termination or rescission.

6.11 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

GRANTOR:

King County,
a political subdivision of the State of Washington

By: _____
Its: _____

GRANTEE:

King County,
a political subdivision of the State of Washington

By: _____
Its: _____

Acknowledged by:

Polaris at Eastgate, LLC,
a Washington limited liability company

By: _____
Its: _____

Grantor Notary

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____, the _____ of King County, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of King County, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

Grantee Notary

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____, the _____ of King County, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of King County, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

Polaris Notary

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____, the _____ of Polaris at Eastgate, LLC, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of Polaris at Eastgate, LLC, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON residing at _____
My Commission Expires: _____
Print Name: _____

EXHIBIT 1

Legal Description of Parcel A

Parcel A of Boundary Line Adjustment No. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

EXHIBIT 2

Legal Description of Parcel B

Parcel B of Boundary Line Adjustment No. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

EXHIBIT 3

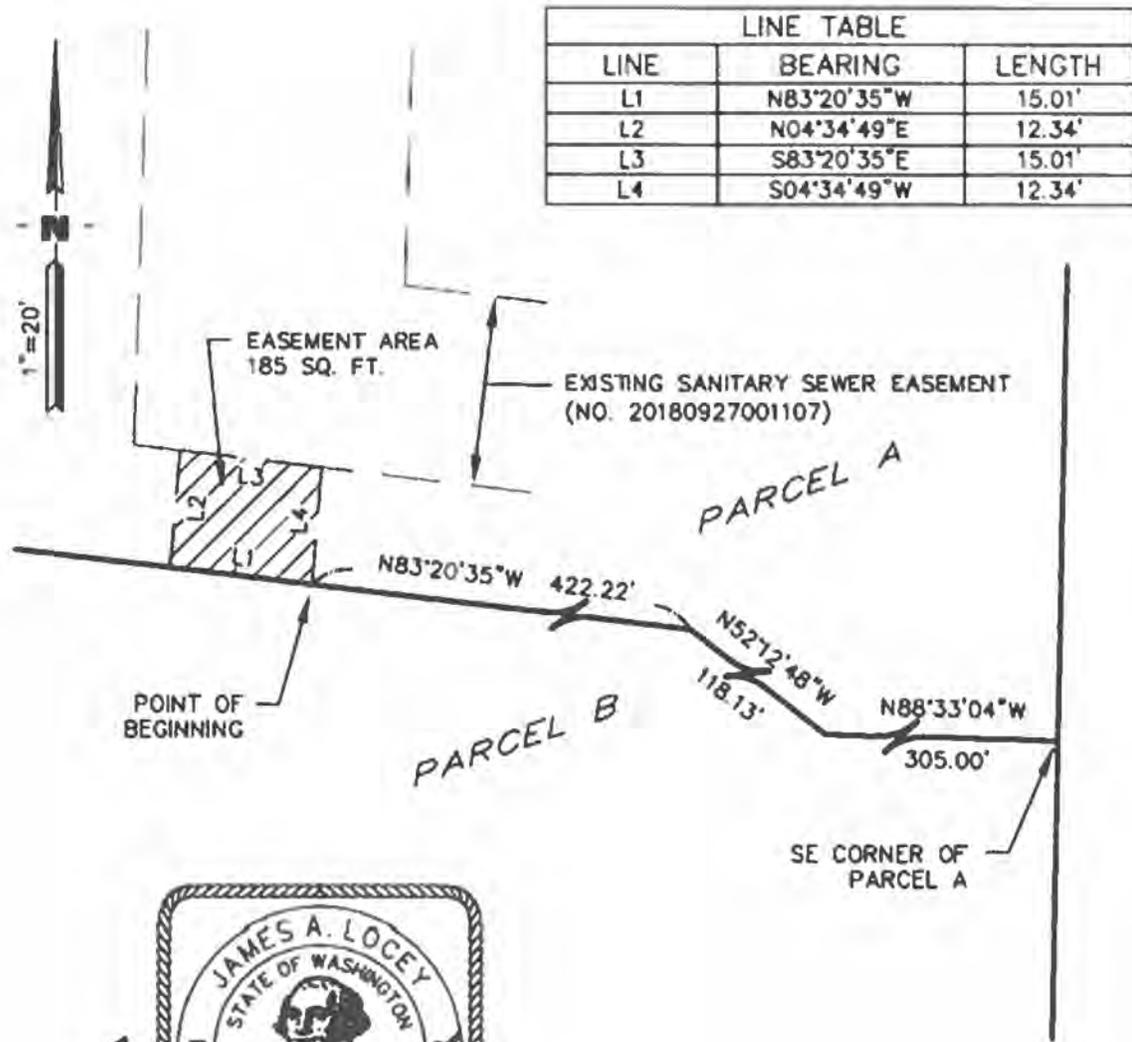
Easement Area

All that certain real property situate in the City of Bellevue, County of King, State of Washington, over a portion of Parcel A, as said parcel is shown upon that certain map entitled "City of Bellevue Boundary Line Adjustment No. 11-114500-LW" filed in Volume 286, page 275 in March 23, 2012 under Recording No. 20120323900003, and being described as follows:

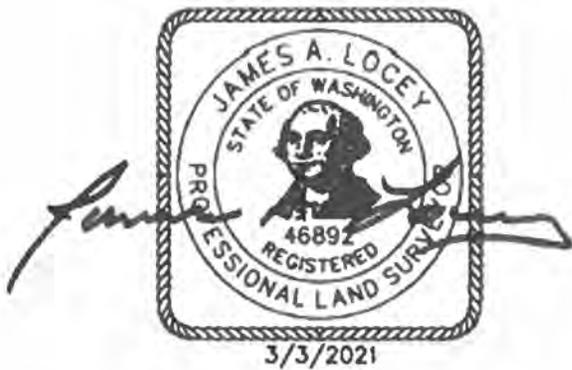
COMMENCING at the Southeast corner of said Parcel A; thence North $88^{\circ}33'04''$ West a distance of 305.00 feet along the South line of said Parcel A to an angle point therein; thence North $52^{\circ}12'48''$ West a distance of 118.13 feet along the South line of said Parcel A to an angle point therein; thence North $83^{\circ}20'35''$ West a distance of 422.22 feet along the South line of said Parcel A to the **POINT OF BEGINNING**;

thence continuing North $83^{\circ}20'35''$ West a distance of 15.01 feet along the South line of said Parcel A; thence, leaving said South line, North $4^{\circ}34'49''$ East a distance of 12.34 feet to a point on the South line of that certain Sanitary Sewer Easement recorded September 27, 2018 under Recording No. 20180927001107; thence South $83^{\circ}20'35''$ East a distance of 15.01 feet along the South line of said Sanitary Sewer Easement; thence South $4^{\circ}34'49''$ West a distance of 12.34 feet to the said Point of Beginning of this description.

Containing 185 square feet, more or less.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N83°20'35"W	15.01'
L2	N04°34'49"E	12.34'
L3	S83°20'35"E	15.01'
L4	S04°34'49"W	12.34'



SANITARY SEWER EASEMENT EXHIBIT:
 A PORTION OF CITY OF BELLEVUE BOUNDARY LINE
 ADJUSTMENT NO. 11-114500-LW, PARCEL A
 NW1/4, SW1/4, SECTION 10, T24N, R5E, WM
 CITY OF BELLEVUE, KING COUNTY, WASHINGTON

DURYEY & ASSOCIATES
 2702 N. Perry Street
 Spokane, WA 99207
 JOB NO. 19-2814

EXHIBIT 1

EAST PRIVATE SANITARY SEWER EASEMENT

(Attached)

After Recording Return To:

Document Title: Sanitary Sewer Easement
Grantor: King County, a political subdivision of the State of Washington
Grantee: King County, a political subdivision of the State of Washington, and its successors and assigns
Abr. Legal Description: PCL A BELLEVUE BLA #11-114500-LW REC #20120323900003; PCL B BELLEVUE BLA #11-114500-LW REC #20120323900003
Tax Parcel No.: 545330-0320; 102405-9101

SANITARY SEWER EASEMENT AGREEMENT

THIS SANITARY SEWER EASEMENT (the "Agreement") is made and entered into this ____ day of _____, 2021.

RECITALS:

WHEREAS, King County, a political subdivision of the State of Washington ("King County"), owns the real property legally described on **Exhibit 1** hereto ("Parcel A"); and

WHEREAS, King County also owns the real property adjacent to and immediately south of Parcel A and legally described on **Exhibit 2** hereto ("Parcel B"); and

WHEREAS, King County is subdividing Parcel B into three (3) lots ("Lot 1", "Lot 2", and "Lot 3"; collectively, the "Subdivided Lots") pursuant to that City of Bellevue Binding Site Plan No. 20-119453 LF recorded herewith (the "Binding Site Plan"); and

WHEREAS, King County is selling Lot 1 to Polaris at Eastgate, LLC, a Washington limited liability company ("Polaris"), Lot 2 to Congregations for the Homeless, a Washington non-profit corporation ("CFH"), and Lot 3 to [Horizon Housing Alliance, a California nonprofit public benefit corporation] ("PSH Owner"); and

WHEREAS, to facilitate the sale of the Subdivided Lots, King County, as owner of Parcel A and current owner of Lot 3 ("Grantor"), desires to grant to King County, as current owner of Lot 2 and Lot 3, and its successors and assigns, including CFH, as future owner of Lot 2, and PSH

Owner, as future owner of Lot 3 ("Grantee"), a non-exclusive, perpetual sanitary sewer easement over and across a portion of Parcel A and a portion of Lot 3 for the purposes set forth herein (the "Sanitary Sewer Easement"); and

WHEREAS, Grantor and Grantee each desire and intend for the Sanitary Sewer Easement to be subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, value, and sufficiency of which is hereby acknowledged, Grantor and Grantee mutually covenant and agree as follows:

AGREEMENT:

1. Easement Area. The area subject to the Sanitary Sewer Easement set forth in this Agreement is the area located within Parcel A and Lot 3 legally described and identified on the map attached hereto as **Exhibit 3** (the "Easement Area"). As used herein, (i) the term the "Burdened Property" shall collectively refer to Parcel A and Lot 3; provided, however, if the boundary line between Lot 2 and Lot 3 is hereafter adjusted by amendment to the Binding Site Plan or otherwise such that a portion of the Easement Area is located on Lot 2, then Lot 2 shall also be included in the term the "Burdened Property" and (ii) the term the "Benefitted Property" shall collectively refer to Lot 2 and Lot 3, including, if the boundary line between Lot 2 and Lot 3 is hereafter adjusted by amendment to the Binding Site Plan or otherwise, such Lots as so reconfigured. If the boundary line between Lot 2 and Lot 3 is hereafter adjusted, references herein to Lot 2 or Lot 3 shall mean such Lot as its boundaries have been reconfigured.

2. Grant of Easement. Grantor hereby grants to Grantee the Sanitary Sewer Easement, which is a non-exclusive, perpetual easement over and across the Easement Area for the benefit of the Benefitted Property, to be used solely for constructing, installing, reconstructing, replacing, maintaining, repairing and operating a sanitary sewer pipeline and all necessary connections and appurtenances thereto, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement. Grantee shall be solely responsible for obtaining and complying with all government approvals necessary for completion of the work contemplated hereunder, and shall promptly comply with all conditions, requirements, or enforcement actions relating thereto.

Prior to commencement of construction/maintenance activities on the Owned Portion of the Easement Area (as defined below), Grantee shall provide Grantor with copies of project plans and documents for review and comment at major design stages for work on the Owned Portion of the Easement Area. Grantee access to the Easement Area for maintenance/repair activities shall be during Grantee's normal working hours, with a minimum 72 hours advance notice; except in response to an emergency, in which case Grantor shall be notified as soon as possible (but not more than 24 hours from the occurrence). Grantee shall locate all underground utilities prior to commencement of construction.

Adequate fencing between Parcels A and B, comparable to the existing fencing, shall be maintained by Grantee during the Term of the easement to retain the existing level of security for

Grantor's Property (Parcel A). Grantor shall be provided with Grantee's Fence Construction and Phasing Plans and Specifications for review and approval, such approval not to be unreasonably conditioned, delayed or withheld, prior to relocating security fencing to enable Grantee access to, and use of, the Easement Area for initial construction within the Easement Area; and prior to any proposed subsequent fence modifications. Grantee shall not damage or modify the existing or replacement landscaping within the Easement Area during the Term of the easement, including employment of Best Management Practices (BMPs) and Temporary Erosion & Sediment Control measures (TESC) while conducting construction/repair activities within the Easement Area. Upon completing initial construction of sanitary sewer pipeline and appurtenances, Grantee shall relocate the fencing to the property line between Parcel A and Parcel B in its original or better condition.

Grantee shall cause all necessary maintenance and repair to the sanitary sewer pipeline and connections within the Owned Portion of the Easement Area to be made at its sole cost for the duration of the Agreement. Following any construction, installation, repair or maintenance within the Easement Area, Grantee, at no expense to Grantor, shall remove all equipment and materials and restore the Easement Area to the condition in which it existed prior to the commencement of said activities. Upon completion of construction/maintenance and/or repair activities, Grantee shall provide a signed notice of completion to Grantor, including as-built drawing(s) and locations of utilities, facilities, and appurtenances; at which time Grantor and Grantee will inspect the Easement Area and Grantee shall make any additional modifications, to ensure the Easement Area has been restored to its prior existing condition to Grantor's reasonable satisfaction.

If, at any time, Grantee causes a release in, on, or about the Owned Portion of the Easement Area of any Hazardous Substances, or disturbs or exacerbates any Hazardous Substances, the presence of which predates this Agreement, Grantee agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, in compliance with all applicable laws. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW Ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW Ch. 90.48, and any laws concerning above ground or underground storage tanks. Should any release of Hazardous Substances, or damage to existing utilities or facilities occur on Grantor's Property as a result of Grantee's actions, Grantee shall notify Grantor as soon as possible (but no longer than 24-hours from the time Grantee learns of the occurrence) and shall immediately make all necessary repairs to the reasonable satisfaction of Grantor. Any costs incurred by Grantor as a result of damages or spills caused by Grantee shall be reimbursed to Grantor by Grantee.

3. Non-Exclusivity/Right to Relocate. Grantor reserves unto itself the right to utilize the portion of the Easement Area that Grantor then owns (the "Owned Portion of the Easement Area") for such purposes as do not obstruct, endanger or unreasonably interfere with the Sanitary Sewer Easement or the rights granted to Grantee under this Agreement. Grantor shall have the right to grant such other easements, rights or privileges on the Owned Portion of the Easement Area to other persons or parties and/or entities for such purposes as Grantor in its sole discretion may elect, so long as such purposes do not obstruct, endanger or unreasonably interfere with the Sanitary Sewer Easement or the rights granted to Grantee under this Agreement. In addition, Grantor may, from time-to-time, change the location of the Owned Portion of the Easement Area to some other portion of the Burdened Property then owned by Grantor and relocate or replace the related appurtenances, provided that: (a) such change shall not interrupt or unreasonably interfere with or diminish the operation of the sanitary sewer system established under the Sanitary Sewer Easement or availability of the utilities serviced by the sanitary sewer system to Grantee or to any third-party serviced thereby; (b) such change shall be performed at the sole cost of Grantor; and (c) such change shall be made in accordance with and subject to all applicable municipal ordinances, building codes, required permits, requirements of the provider of such utility, and other applicable requirements of law.

4. Nature of Easement. The Sanitary Sewer Easement, and other rights granted and obligations imposed under the terms of this Agreement, shall be appurtenant to and run with the Benefitted Property and the Burdened Property, respectively, and shall inure to the benefit of and be binding on and obligate all persons and/or entities having or acquiring any right, title, or interest in the Benefitted Property and the Burdened Property, respectively.

5. Indemnification. Grantee, and its successors and assigns (including CFH, as owner of Lot 2, and PSH Owner as owner of Lot 3) shall indemnify, defend, and hold Grantor and its successors and assigns harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from Grantee's (or Grantee's tenants, subtenants, contractors, vendors or other invitees) use of the Easement Area. For the avoidance of doubt, (i) the owner of Lot 2 shall not be obligated to defend or indemnify Grantor for the use of the Easement Area by the owner of Lot 3 (or such owner's tenants, subtenants, contractors, vendors or other invitees) and (ii) the owner of Lot 3 shall not be obligated to defend or indemnify Grantor for the use of the Easement Area by the owner of Lot 2 (or such owner's tenants, subtenants, contractors, vendors or other invitees). Grantee's obligations to Grantor under this Section 5 shall also extend to: 1) Grantee's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by Grantee, its officers, employees and agents; and 2) Grantee's release in, on, from, or about the Owned Portion of the Easement Area, at any time, of any Hazardous Substances, or Grantee's disturbance or exacerbation of Hazardous Substances, the presence of which predates this Agreement. For the purpose of this Section 5, Grantee, by negotiation, hereby waives, with respect to Grantor only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

6. General Provisions.

6.1 Modification. This Agreement may only be modified or amended by a written instrument executed by the owners of the Burdened Property and the owners of the Benefitted Property.

6.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

6.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent of the law.

6.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

6.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall be binding on the owners of the Easement Area and inure to the benefit of the owners of Lot 2 and Lot 3, and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

6.6 Recording. This Agreement shall be recorded in the Office of the Recorder of King County, Washington.

6.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be King County for any dispute relating to or arising under this Agreement.

6.8 Remedies. In addition to all other remedies allowed by law or equity, the parties, and their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Agreement.

6.9 Attorney's Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of any alleged breach, dispute or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in that action or proceeding (or any appeal thereof), in addition to any other relief to which it is entitled.

6.10 Breach. Except as specifically set forth herein, it is expressly agreed that no breach of this Agreement shall entitle any owner of the Burdened Property or any owner of the Benefitted Property to unilaterally cancel, rescind or otherwise terminate this Agreement or the property rights granted herein. However, such limitation shall not affect in any manner any other

rights or remedies which any owner of the Burdened Property or Benefitted Property may have hereunder or under applicable law or equity by reason of any such breach, including any party's right to seek judicial termination or rescission.

6.11 Counterparts. This Agreement may be executed and acknowledged in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

GRANTOR:

King County,
a political subdivision of the State of Washington

By: _____
Its: _____

GRANTEE:

King County,
a political subdivision of the State of Washington

By: _____
Its: _____

Acknowledged by:

Congregations for the Homeless,
a Washington non-profit corporation

[Horizon Housing Alliance,
a California non-profit corporation]

By: _____
Its: _____

By: _____
Its: _____

Grantor Notary

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____, the _____ of King County, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of King County, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

Grantee Notary

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____, the _____ of King County, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of King County, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

CFH Notary

STATE OF _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____, the _____ of Congregations for the Homeless, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of Congregations for the Homeless, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
residing at _____
My Commission Expires: _____
Print Name: _____

PSH Owner Notary

STATE OF _____)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____, the _____ of [Horizon Housing Alliance], is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of [Horizon Housing Alliance], for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
residing at _____
My Commission Expires: _____
Print Name: _____

EXHIBIT 1

Legal Description of Parcel A

Parcel A of Boundary Line Adjustment No. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

EXHIBIT 2

Legal Description of Parcel B

Parcel B of Boundary Line Adjustment No. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

EXHIBIT 3

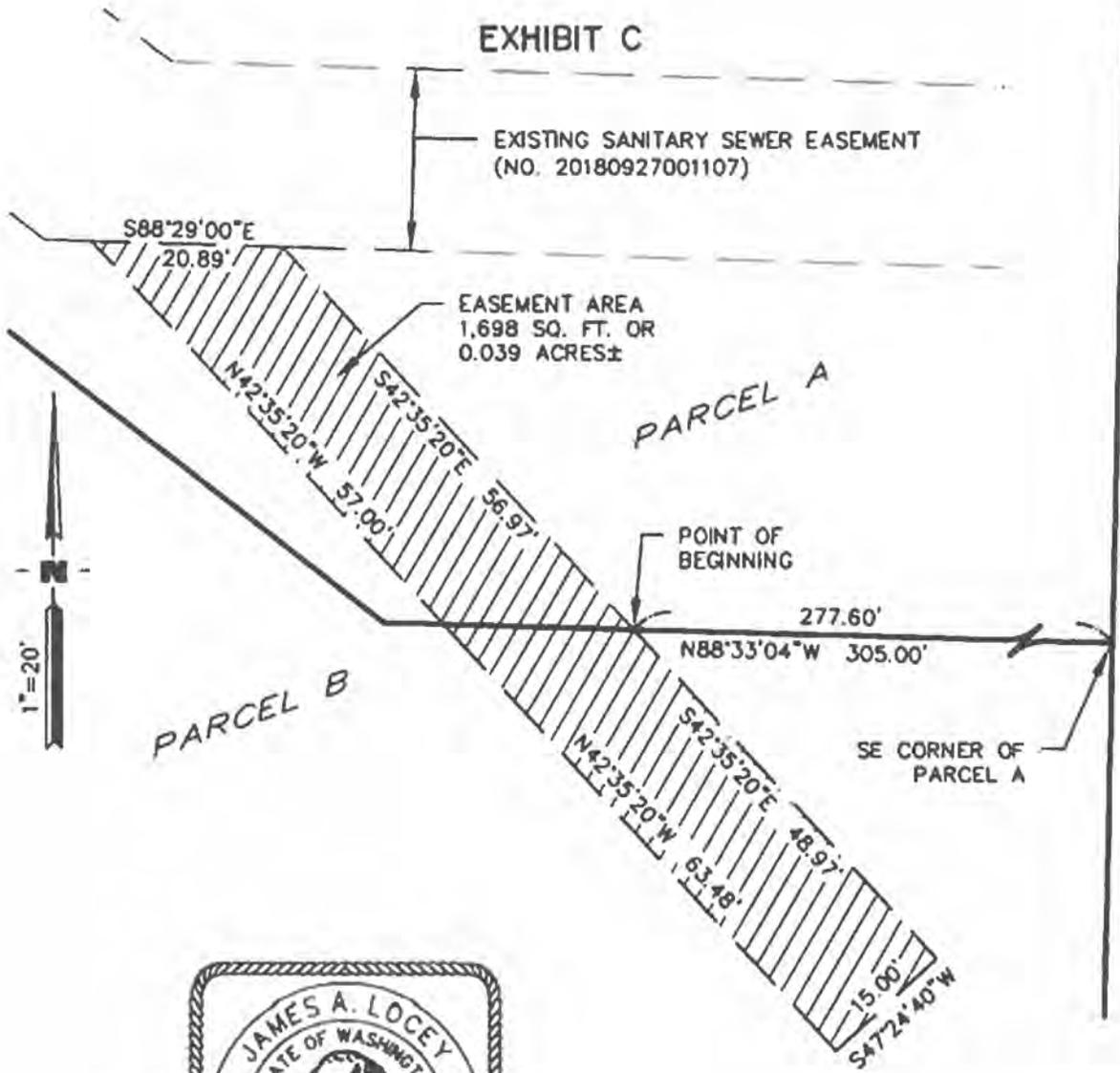
Easement Area

All that certain real property situate in the City of Bellevue, County of King, State of Washington, over a portion of Parcel A and a portion of Parcel B, as said parcels are shown upon that certain map entitled "City of Bellevue Boundary Line Adjustment No. 11-114500-LW" filed in Volume 286, page 275 in March 23, 2012 under Recording No. 20120323900003, and being described as follows:

COMMENCING at the Southeast corner of said Parcel A; thence North $88^{\circ}33'04''$ West a distance of 277.60 feet along the South line of said Parcel A to the **POINT OF BEGINNING**;

thence, leaving said South line and traversing into said Parcel B, South $42^{\circ}35'20''$ East a distance of 48.97 feet; thence South $47^{\circ}24'40''$ West a distance of 15.00 feet; thence North $42^{\circ}35'20''$ West a distance of 63.48 feet to the South line of said Parcel A; thence continuing North $42^{\circ}35'20''$ West a distance of 57.00 feet to a point on the South line of that certain Sanitary Sewer Easement recorded September 27, 2018 under Recording No. 20180927001107; thence South $88^{\circ}29'00''$ East a distance of 20.89 feet along the South line of said Sanitary Sewer Easement; thence South $42^{\circ}35'20''$ East a distance of 56.97 feet to the said Point of Beginning of this description.

Containing 1,698 square feet or 0.039 acres, more or less.



SANITARY SEWER EASEMENT EXHIBIT:
 A PORTION OF CITY OF BELLEVUE BOUNDARY LINE
 ADJUSTMENT NO. 11-114500-LW, PARCELS A & B
 N1/2, SW1/4, SECTION 10, T24N, R5E, WM
 CITY OF BELLEVUE, KING COUNTY, WASHINGTON

DURYEY & ASSOCIATES
 2702 N. Perry Street
 Spokane, WA 99207
 JOB NO. 19-2814

EXHIBIT J

PRIVATE STORM DRAINAGE EASEMENT

(Attached)

After Recording Return To:

Document Title:	Storm Drainage Easement
Grantor:	King County, a political subdivision of the State of Washington
Grantee:	King County, a political subdivision of the State of Washington, and its successors and assigns
Abr. Legal Description:	PCL A BELLEVUE BLA #11-114500-LW REC #20120323900003
Tax Parcel No.:	545330-0320

STORM DRAINAGE EASEMENT AGREEMENT

THIS STORM DRAINAGE EASEMENT (the "Agreement") is made and entered into this day of _____, 2021.

RECITALS:

WHEREAS, King County, a political subdivision of the State of Washington ("King County"), owns the real property legally described on **Exhibit 1** hereto ("Parcel A"); and

WHEREAS, King County also owns the real property adjacent to and immediately south of Parcel A and legally described on **Exhibit 2** hereto ("Parcel B"); and

WHEREAS, King County is subdividing Parcel B into three (3) lots ("Lot 1", "Lot 2", and "Lot 3"; collectively, the "Subdivided Lots") pursuant to that City of Bellevue Binding Site Plan No. 20-119453 LF recorded herewith (the "Binding Site Plan"); and

WHEREAS, King County is selling Lot 1 to Polaris at Eastgate, LLC, a Washington limited liability company ("Polaris"), Lot 2 to Congregations for the Homeless, a Washington non-profit corporation ("CFH"), and Lot 3 to Horizon Housing Alliance, a California nonprofit public benefit corporation ("Horizon"); and

WHEREAS, to facilitate the sale of the Subdivided Lots, King County, as owner of Parcel A ("Grantor"), desires to grant to King County, as current owner of Lot 1, and its successors and assigns, including Polaris, as future owner of Lot 1 ("Grantee"), a non-exclusive, perpetual easement over and across a portion of Parcel A for the purposes set forth herein (the "Storm Drainage Easement"); and

WHEREAS, Grantor and Grantee each desire and intend for the Storm Drainage Easement to be subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, value, and sufficiency of which is hereby acknowledged, Grantor and Grantee mutually covenant and agree as follows:

AGREEMENT:

1. Easement Area. The area subject to the Storm Drainage Easement set forth in this Agreement is the area legally described and identified on the map attached hereto as **Exhibit 3** (the "Easement Area").

2. Grant of Easement. Grantor hereby grants to Grantee the Storm Drainage Easement, which is a non-exclusive, perpetual easement over and across the Easement Area, to be used solely for installing, removing, replacing, maintaining, repairing and utilizing storm water drainage facilities, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement. Grantee shall be solely responsible for obtaining and complying with all government approvals necessary for completion of the work contemplated hereunder, and shall promptly comply with all conditions, requirements, or enforcement actions relating thereto.

Prior to commencement of Construction/maintenance activities on Parcel A, Grantee shall provide Grantor with copies of project plans and documents for review and comment at major design stages for work on Parcel A. Grantee access to the Easement Area for maintenance/repair activities shall be during Grantee's normal working hours, with a minimum 72 hours advance notice; except in response to an emergency, in which case Grantor shall be notified as soon as possible (but not more than 24 hours from the occurrence). Grantee shall locate all underground utilities prior to commencement of construction.

Adequate fencing between Parcels A and B, comparable to the existing fencing, shall be maintained by Grantee during the Term of the easement to retain the existing level of security for Grantor's Property (Parcel A). Grantor shall be provided with Grantee's Fence Construction and Phasing Plans and Specifications for review and comment prior to relocating security fencing to enable Grantee access to, and use of, the Easement Area for initial construction within the Easement Area; and prior to any proposed subsequent fence modifications. Grantee shall not damage or modify the existing or replacement landscaping within the Easement Area during the Term of the easement, including employment of Best Management Practices (BMPs) and Temporary Erosion & Sediment Control measures (TESC) while conducting construction/repair activities within the Easement Area. Upon completion of initial Storm drainage facility installation and/or maintenance work, Grantee shall relocate the fencing to the property line between Parcel A and Parcel B in its original or better condition.

Grantee shall cause all necessary maintenance and repair to the stormwater drainage facilities and connections within the Easement Area to be made at its sole cost for the duration of the Agreement.

Following any construction, installation, repair or maintenance within the Easement Area, Grantee, at no expense to Grantor, shall remove all equipment and materials and restore the Easement Area to the condition in which it existed prior to the commencement of said activities. Upon completion of construction/maintenance and/or repair activities, Grantee shall provide a signed notice of completion to Grantor, including as-built drawing(s) and locations of utilities, facilities, and appurtenances; at which time Grantor and Grantee will inspect the Easement Area and Grantee shall make any additional modifications, to ensure the Easement Area has been restored to its prior existing condition to Grantor's reasonable satisfaction.

If, at any time, Grantee causes a release in, on, or about the Easement Area of any Hazardous Substances, or disturbs or exacerbates any Hazardous Substances, the presence of which predates this Agreement, Grantee agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, in compliance with all applicable laws. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW Ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW Ch. 90.48, and any laws concerning above ground or underground storage tanks. Should any release of Hazardous Substances, or damage to existing utilities or facilities occur on Grantor's Property as a result of Grantee's actions, Grantee shall notify Grantor as soon as possible (but no longer than 24-hours from the time Grantee learns of the occurrence) and shall immediately make all necessary repairs to the reasonable satisfaction of Grantor. Any costs incurred by Grantor as a result of damages or spills caused by Grantee shall be reimbursed to Grantor by Grantee.

3. Non-Exclusivity of the Private Storm Drainage Easement. Grantor reserves unto itself the right to utilize the Easement Area for such purposes as do not unreasonably obstruct, endanger or interfere with the Storm Drainage Easement or the rights granted to Grantee under this Agreement. Grantor shall have the right to grant such other easements, rights or privileges to other persons or parties and/or entities for such purposes as Grantor in its sole discretion may elect, so long as such purposes do not unreasonably obstruct, endanger or interfere with the Storm Drainage Easement or the rights granted to Grantee under this Agreement. In addition, Grantor may, from time-to-time, change the location of the Storm Drainage Easement and related appurtenances, provided that: (a) such change shall not unreasonably interfere with or diminish the availability of the utilities serviced by the facilities to Grantee or to any third-party serviced thereby; (b) such change shall be performed at the sole cost of Grantor; and (c) such change shall be made in accordance with and subject to all applicable municipal ordinances, building codes, required permits, requirements of the provider of such utility, and other applicable requirements of law.

4. Nature of Easement. The Storm Drainage Easement, and other rights granted under the terms of this Agreement, shall be appurtenant to and run with the land, and shall be binding on and obligate all persons and/or entities having or acquiring any right, title, or interest in the land.

5. Indemnification. Grantee, and its successors and assigns (including Polaris) shall indemnify, defend, and hold Grantor and its successors and assigns harmless from and against all claims, damages, losses and expenses, including reasonable attorney fees and costs, arising out of or resulting from Grantee's (or Grantee's tenants, subtenants, contractors, vendors or other invitees) use of the Easement Area. Grantee's obligations under this Section 5 shall also extend to: 1) Grantee's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by Grantee, its officers, employees and agents; and 2) Grantee's release in, on, from, or about the Easement Area, at any time, of any Hazardous Substances, or Grantee's disturbance or exacerbation of Hazardous Substances, the presence of which predates this Agreement. For the purpose of this Section 5, Grantee, by negotiation, hereby waives, with respect to Grantor only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

6. General Provisions.

6.1 Modification. This Agreement may only be modified or amended by a written instrument executed by the parties.

6.2 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

6.3 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent of the law.

6.4 Waiver. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

6.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall be binding on the owner of Parcel A and inure to the benefit of the owner of Lot 1, and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

6.6 Recording. This Agreement shall be recorded in the Office of the Recorder of King County, Washington.

6.7 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be King County for any dispute relating to or arising under this Agreement.

6.8 Remedies. In addition to all other remedies allowed by law or equity, the parties, and their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this Agreement.

6.9 Attorney's Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of any alleged breach, dispute or default in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in that action or proceeding (or any appeal thereof), in addition to any other relief to which it is entitled.

6.10 Breach. Except as specifically set forth herein, it is expressly agreed that no breach of this Agreement shall entitle any party to unilaterally cancel, rescind or otherwise terminate this Agreement or the property rights granted herein. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder or under applicable law or equity by reason of any such breach, including any party's right to seek judicial termination or rescission.

6.11 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed below.

GRANTOR:

King County,
a political subdivision of the State of Washington

By: _____
Its: _____

GRANTEE:

King County,
a political subdivision of the State of Washington

By: _____
Its: _____

Acknowledged by:

Polaris at Eastgate, LLC,
a Washington limited liability company

By: _____
Its: _____

Grantor Notary

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____, the _____ of King County, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of King County, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

Grantee Notary

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____, the _____ of King County, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of King County, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

Polaris Notary

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____, the
_____ of Polaris at Eastgate, LLC, is the person who appeared before me, and said
person acknowledged that he/she signed this instrument and acknowledged it to be the free and
voluntary act of Polaris at Eastgate, LLC, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON residing at _____
My Commission Expires: _____
Print Name: _____

EXHIBIT 1

Legal Description of Parcel A

Parcel A of Boundary Line Adjustment No. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

EXHIBIT 2

Legal Description of Parcel B

Parcel B of Boundary Line Adjustment No. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

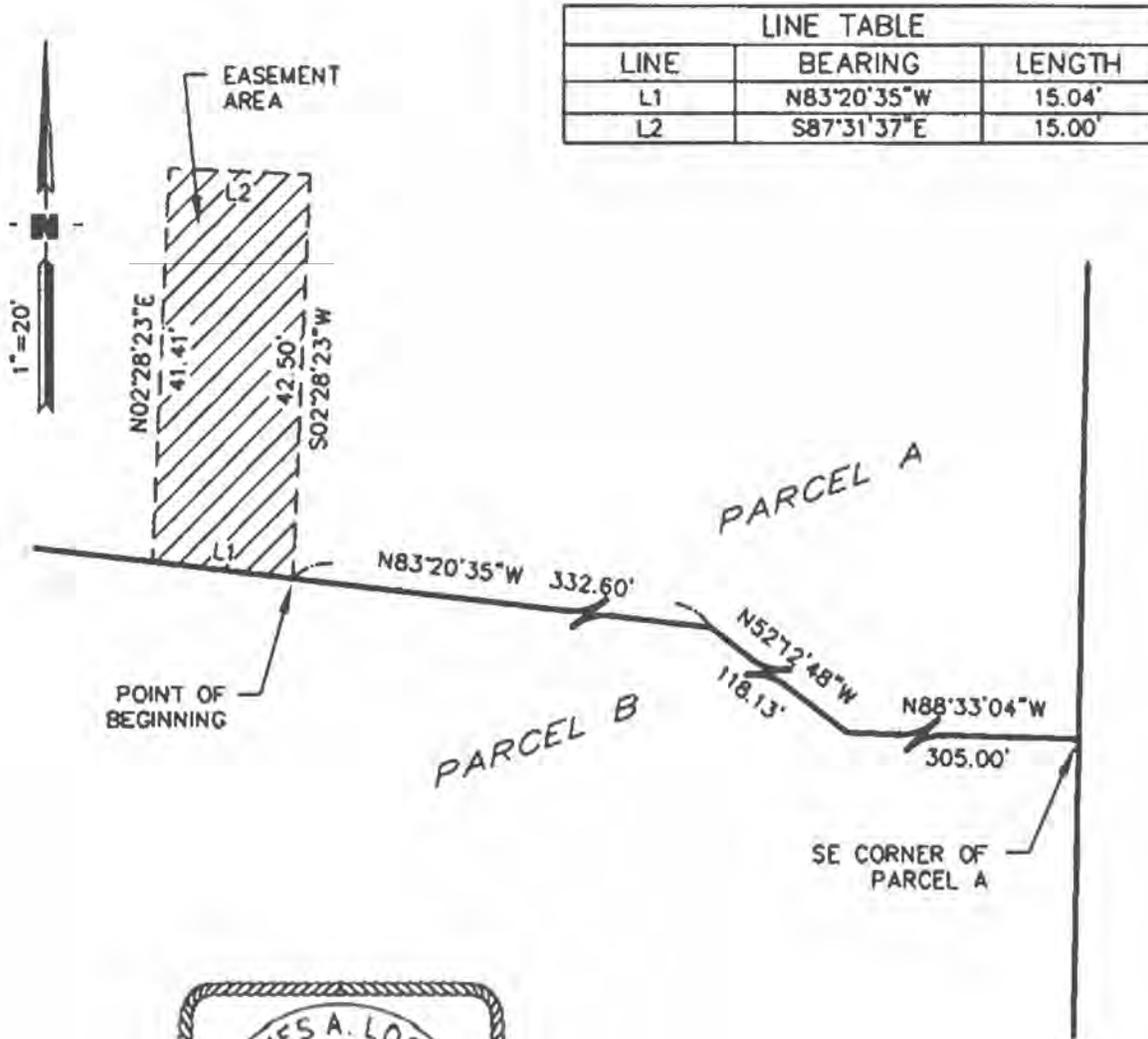
EXHIBIT 3

Easement Area

All that certain real property situate in the City of Bellevue, County of King, State of Washington, over a portion of Parcel A, as said parcel is shown upon that certain map entitled "City of Bellevue Boundary Line Adjustment No. 11-114500-LW" filed in Volume 286, page 275 in March 23, 2012 under Recording No. 20120323900003, and being described as follows:

COMMENCING at the Southeast corner of said Parcel A; thence North 88°33'04" West a distance of 305.00 feet along the South line of said Parcel A to an angle point therein; thence North 52°12'48" West a distance of 118.13 feet along the South line of said Parcel A to an angle point therein; thence North 83°20'35" West a distance of 332.60 feet along the South line of said Parcel A to the **POINT OF BEGINNING**;

thence continuing North 83°20'35" West a distance of 15.04 feet along the South line of said Parcel A; thence, leaving said South line, North 2°28'23" East a distance of 41.41 feet; thence South 87°31'37" East a distance of 15.00 feet; thence South 2°28'23" West a distance of 42.50 feet to the said Point of Beginning of this description.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N83°20'35\"W	15.04'
L2	S87°31'37\"E	15.00'



STORM DRAINAGE EASEMENT EXHIBIT:
 A PORTION OF CITY OF BELLEVUE BOUNDARY LINE
 ADJUSTMENT NO. 11-114500-LW, PARCEL A
 NW1/4, SW1/4, SECTION 10, T24N, R5E, WM
 CITY OF BELLEVUE, KING COUNTY, WASHINGTON

DURYEY & ASSOCIATES
 2702 N. Parry Street
 Spokane, WA 99207
 JOB NO. 19-2814

EXHIBIT K
TEMPORARY SHORING EASEMENT
(Attached)

After Recording Return To:

Document Title:	Temporary Shoring Easement
Grantor:	King County, a political subdivision of the State of Washington
Grantee:	Polaris at Eastgate, LLC, a Washington limited liability company
Abr. Legal Description:	PCL A BELLEVUE BLA #11-114500-LW REC #20120323900003
Tax Parcel No.:	545330-0320

TEMPORARY SHORING EASEMENT

THIS TEMPORARY SHORING EASEMENT (this "Agreement") is made as of this _____ day of _____, 2021, by and between KING COUNTY, a political subdivision of the State of Washington ("Grantor"), and POLARIS AT EASTGATE, LLC, a Washington limited liability company ("Grantee").

Grantee is constructing an apartment community (the "Project") on real property that Grantee is purchasing from Grantor (the "Grantee's Property" – which is legally described on **Exhibit A** hereto), which is adjacent to real property owned by Grantor (the "Grantor's Property" – which is legally described on **Exhibit B** hereto). In connection with construction of the Project, and subject to the terms of this Agreement, Grantor has granted Grantee permission to temporarily use a portion of the Grantor's Property to install shoring and/or retaining walls near the northern property line of the Grantee's Property, including the installation of temporary underground tiebacks, anchors, cables, helical tiebacks, and/or soil nails (collectively "Tiebacks") that will extend below the surface of the Grantor's Property. All tiebacks extending into the Grantor's Property shall be temporary. The excavation, shoring, installation of the Tiebacks, and associated activities incidental thereto are collectively referred to herein as the "Work."

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, Grantor and Grantee mutually covenant and agree as follows:

1. Grant of Easement. Grantor hereby conveys and warrants to Grantee a temporary easement on, over, across, and under the area on Grantor's Property that is legally described and identified on the map attached hereto as **Exhibit C** (the "Temporary Shoring Easement Area") to perform the Work pursuant to this Agreement (the "Temporary Shoring Easement"). During the term of this easement, Grantor shall retain its rights to access and use the Temporary Shoring Easement Area as desired by Grantor, as long as such access/use does not prohibit Grantee's ability to use the Temporary Shoring Easement Area for purposes as described herein. The Tiebacks shall be placed below all existing improvements on the Grantor's Property and shall not penetrate or damage any existing improvements on the Grantor's Property. The Grantee shall use means and methods to limit the encroachment by tiebacks on existing underground utilities or facilities located on Grantor's Property. The Tiebacks shall not be structural members to support the Project and may or may not be distressed by Grantee at time of abandonment. Grantee shall locate all underground utilities prior to commencement of construction.

2. Term. The term of the Temporary Shoring Easement shall commence on that date that this Agreement is fully executed by all parties and recorded in the public records of King County, Washington (the "Effective Date"), which recording shall be completed at Grantee's sole expense. The Temporary Shoring Easement shall terminate automatically, without the need for further action by any party, upon the earlier of (a) completion of the Project, or (b) December 31, 2023 (the "Termination Date"). At no later than the Termination Date or completion of the Project, whichever occurs first, Grantee shall provide Grantor a signed notice confirming termination of this Temporary Shoring Easement and abandonment of the temporary tiebacks including as-built drawing(s) and locations of abandoned tiebacks. Following the Termination Date, any Tiebacks remaining under the Grantor's Property shall be deemed abandoned by Grantee and shall become the property of Grantor. Grantor may thereafter remove, destroy, cut through, or leave the abandoned Tiebacks in place.

3. The Work. The Work shall be completed by Grantee at its sole cost and expense. Grantee shall be solely responsible for obtaining and complying with all government approvals necessary for completion of the Work, and shall promptly comply with all conditions, requirements, or enforcement actions relating thereto. Prior to commencement of construction/maintenance activities on Parcel A, Grantee shall provide Grantor with copies of project plans and documents for review and comment at major design stages for work on Parcel A. Grantee access to the Temporary Shoring Easement Area for maintenance/repair activities shall be during Grantee's normal working hours, with a minimum 72 hours advance notice; except in response to an emergency, in which case Grantor shall be notified as soon as possible (but not more than

24 hours from the occurrence). Grantee shall comply, and cause all of its agents, contractors and employees to comply, with all terms and conditions of this Agreement, all permit conditions and approvals, and all laws and regulations applicable to the Work or the Grantor's Property. Grantee shall coordinate with Grantor during the Term of this Temporary Shoring Easement, and Grantor shall have the right to periodically inspect the Easement Area, to ensure compliance with the terms of this Temporary Shoring Easement. Grantee covenants that no liens shall be allowed to attach to Grantor's Property as a result of the Work, and shall promptly remove any liens that are filed as a result of the Work.

Adequate fencing between Parcels A and B, comparable to the existing fencing, shall be maintained by Grantee during the Term of the Agreement to retain the existing level of security for Grantor's Property (Parcel A). Grantor shall be provided with Grantee's Fence Construction and Phasing Plans and Specifications for review and comment prior to relocating security fencing to enable Grantee access to, and use of, the Temporary Shoring Easement Area. Grantee shall maintain existing landscaping within the Temporary Shoring Easement Area during the Term of the easement, including employment of Best Management Practices (BMPs) and Temporary Erosion & Sediment Control measures (TESC). Upon completion of Work, Grantee shall relocate the fencing to the property line between Parcel A and Parcel B in its original or better condition.

Following the Work, Grantee, at no expense to Grantor, shall remove all equipment and materials and restore the Temporary Shoring Easement Area as close as reasonably practical to the condition in which it existed prior to the commencement of said activities. After Grantor receives the signed notice of termination of the Temporary Shoring Easement from Grantee, Grantor and Grantee will inspect the Temporary Shoring Easement Area and Grantee shall make any additional modifications to ensure the Temporary Shoring Easement Area has been restored to its prior existing condition to Grantor's reasonable satisfaction. Grantee's restoration obligations hereunder do not apply to any subsurface anchors, cables, tiebacks and associated equipment it elects to abandon in place.

If, at any time, Grantee causes a release in, on, or about the Temporary Shoring Easement Area of any Hazardous Substances, or disturbs or exacerbates any Hazardous Substances, the presence of which predates this Agreement, Grantee agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, in compliance with all applicable laws. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §

6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW Ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW Ch. 90.48, and any laws concerning above ground or underground storage tanks. Should any release of Hazardous Substances, or damage to existing utilities or facilities occur on Grantor's Property as a result of Grantee's actions, Grantee shall notify Grantor as soon as possible (but no longer than 24-hours from the time Grantee learns of the occurrence) and shall immediately make all necessary repairs to the reasonable satisfaction of Grantor. Any costs incurred by Grantor as a result of damages or spills caused by Grantee shall be reimbursed to Grantor by Grantee.

4. Standard of Care; Indemnity. Grantee shall exercise due care and shall indemnify, defend and hold Grantor, and its agents and occupants, harmless from and against all damages, claims, expenses (including attorneys' fees and costs), and liabilities (collectively "Claims") arising out of Grantee's use of the Temporary Shoring Easement Area, except to the extent that such Claims are caused by the gross negligence or willful misconduct of Grantor or its agents or occupants. Grantee's obligations under this Section 4 shall also extend to: 1) Grantee's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by Grantee, its officers, employees and agents; and 2) Grantee's release in, on, from, or about the Easement Area, at any time, of any Hazardous Substances, or Grantee's disturbance or exacerbation of Hazardous Substances, the presence of which predates this Agreement. For the purpose of this Section 4, Grantee, by negotiation, hereby waives, with respect to Grantor only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

5. Insurance. Grantee shall maintain at all times during the course of the Work commercial general liability, automobile liability, and pollution liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, insuring against personal injury, and loss or damage to property. The aforementioned policies shall name Grantor as an additional insured for full coverage and policy limits. In addition, at all times during the course of the Work, Grantee shall cause its design professional contractors and subcontractors associated with the design of the Work to maintain professional liability insurance with the limits of Two Million Dollars (\$2,000,000) per claim. Prior to its use of the Temporary Shoring Easement Area, Grantee shall deliver to Grantor a Certificate of Insurance and additional insured endorsements evidencing that the foregoing insurance is in effect.

6. Miscellaneous.

6.1 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

6.2. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed effective when personally delivered, or when delivered by private courier service (such as Federal Express), addressed as follows:

To Grantee: Polaris at Eastgate, LLC
 120 W. Cataldo Ave., Suite 100
 Spokane, WA 99201
 Attention: Scott Morris

To Grantor: King County

 Attention: _____

or to such other address and person as either party may communicate to the other by like written notice.

6.3 Grantor’s Authority. Grantor represents and warrants that Grantor has full right, title and interest in and to Grantor’s Property, has the full right and authority to grant the Temporary Shoring Easement and other rights set forth in this Agreement, and that the person executing this Agreement on behalf of Grantor has been duly authorized to do so.

6.4 Severability. If any terms or provisions of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the full extent of the law.

6.5 Waiver. No waiver of any breach of any of the agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or another covenant and/or agreement.

6.6 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be King County for any disputes relating or arising under this Agreement.

6.7 Attorneys’ Fees. Should either party bring an action to interpret or enforce this Agreement, the prevailing party in such action shall be entitled to an award of its

reasonable attorneys' fees and costs incurred in connection with such action, whether at trial, on appeal, in arbitration or mediation, or in any bankruptcy proceeding.

6.8 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Scanned signatures shall have the same force and effect as original signatures.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

GRANTOR:

KING COUNTY,
a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

GRANTEE:

POLARIS AT EASTGATE, LLC
a Washington limited liability company

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____, the _____ of King County, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of King County, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that _____, the _____ of Polaris at Eastgate, LLC, is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act of Polaris at Eastgate, LLC, for the uses and purposes mentioned in the instrument.

DATED this ___ day of _____ 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON residing at _____.
My Commission Expires: _____
Print Name: _____

EXHIBIT A

Legal Description of Grantee's Property

All that certain real property situate in the City of Bellevue, County of King, State of Washington, being a portion of Parcel B, as said parcel is shown upon that certain map entitled "City of Bellevue Boundary Line Adjustment No. 11-114500-LW" filed in Volume 286, page 275 on March 23, 2012 under Recording No. 20120323900003, King County Records, and being described as follows:

BEGINNING at the Southwest corner of said Parcel B, being hereinabove described;
thence from said point of beginning, North 1°26' 03" East a distance of 446.72 feet to a point on the South margin of Southeast 32nd Street;
thence South 88°33' 04" East along said South margin a distance of 134.03 feet;
thence, leaving said South margin, South 1°18' 59" West a distance of 98.00 feet;
thence South 83°20' 35" East a distance of 705.06 feet;
thence South 52°12' 48" East a distance of 118.13 feet;
thence South 19°55' 32" West a distance of 280.05 feet to a point on the North margin of Southeast Eastgate Way;
thence North 85°46' 25" West along said North margin a distance of 312.18 feet to an angle point therein;
thence North 4°13' 35" East along said North margin a distance of 10.00 feet to an angle point therein;
thence North 85°46' 25" West along said North margin a distance of 531.99 feet to the said point of beginning of this description.

The hereinabove described real property contains 319,161 square feet or 7.327 acres, more or less.

EXHIBIT B

Legal Description of Grantor's Property

Parcel A of Boundary Line Adjustment NO. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

EXHIBIT C

Temporary Shoring Easement Area

(Attached)



May 25, 2021

Job No. 19-2814

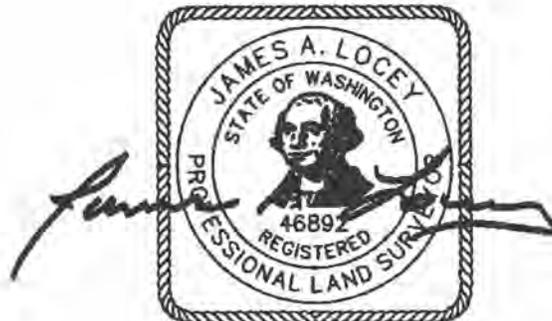
TEMPORARY SHORING EASEMENT

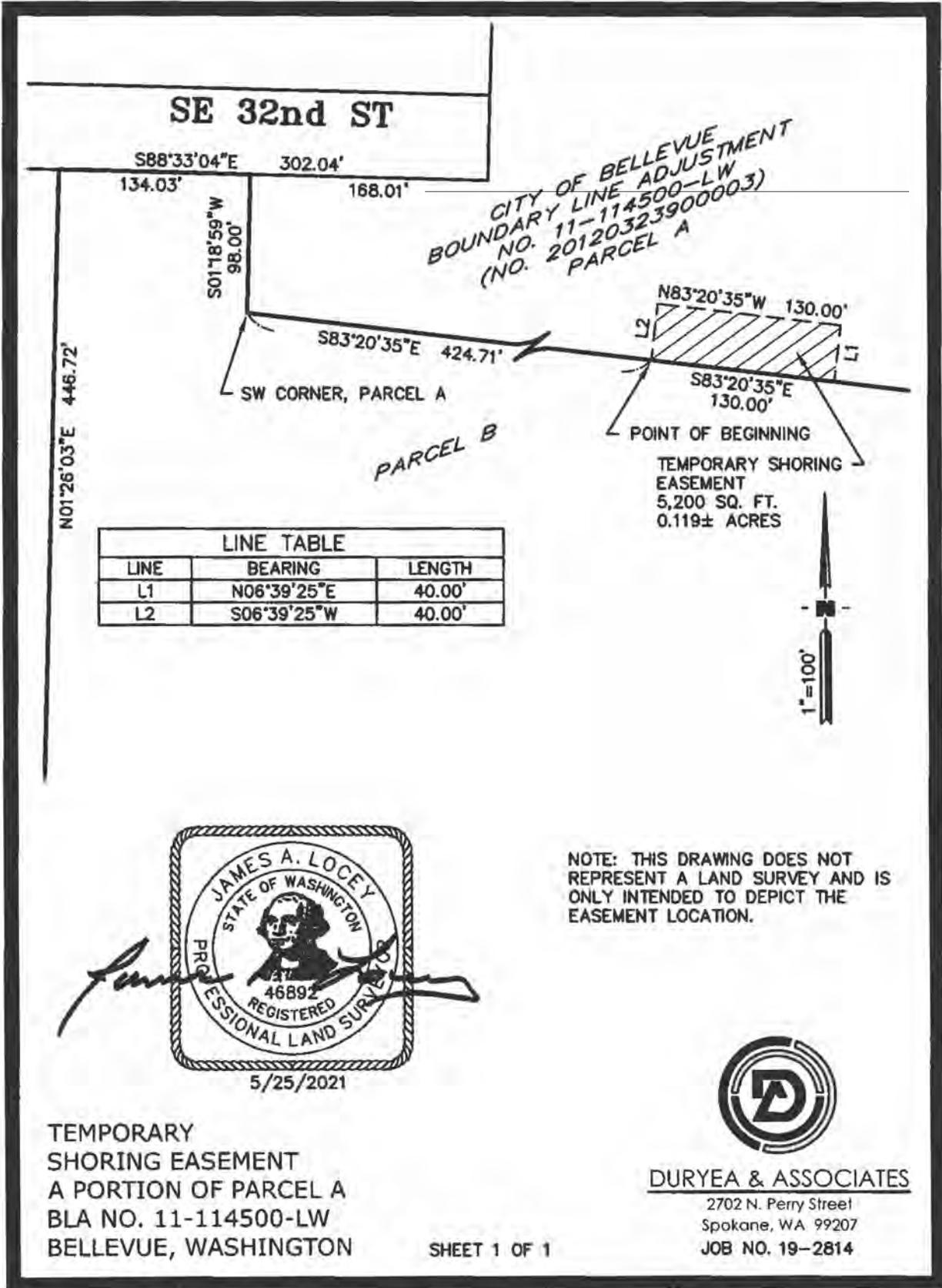
All that certain real property situate in the City of Bellevue, County of King, State of Washington, being a portion of Parcel A, as said parcel is shown upon that certain map entitled "City of Bellevue Boundary Line Adjustment No. 11-114500-LW" filed in Volume 286, page 276 on March 23, 2012 under Recording No. 20120323900003, King County Records, and being described as follows:

COMMENCING at the Southwest corner of said Parcel A, being hereinabove described; thence South 83°20' 35" East along the South line of said Parcel A, a distance of 424.71 feet to the POINT OF BEGINNING of this description; thence from said point of beginning and continuing along the South line of said Parcel A, South 83°20' 35" East a distance of 130.00 feet; thence, leaving said South line, North 6°39' 25" East a distance of 40.00 feet; thence North 83°20' 35" West, parallel with the South line of said Parcel A, a distance of 130.00 feet; thence South 6°39' 25" West a distance of 40.00 feet to the said point of beginning of this description.
The hereinabove described real property contains 5,200 square feet or 0.119 acres, more or less.

Prepared by:

James A. Locey
PLS 46892
Expires: 12/19/2022





James A. Locey

JAMES A. LOCEY
STATE OF WASHINGTON
PROFESSIONAL LAND SURVEYOR
46892
5/25/2021

NOTE: THIS DRAWING DOES NOT REPRESENT A LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE EASEMENT LOCATION.

TEMPORARY SHORING EASEMENT
A PORTION OF PARCEL A
BLA NO. 11-114500-LW
BELLEVUE, WASHINGTON

SHEET 1 OF 1

DURYEA & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 19-2814

EXHIBIT L
DEMOLITION PLAN
(Attached)

EXHIBIT M

TEMPORARY CONSTRUCTION EASEMENT

(Attached)

After Recording Return To:

Document Title:	Temporary Construction Easement
Grantor:	King County, a political subdivision of the State of Washington
Grantee:	Polaris at Eastgate, LLC, a Washington limited liability company
Abr. Legal Description:	PCL A BELLEVUE BLA #11-114500-LW REC #20120323900003
Tax Parcel No.:	545330-0320

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this "Agreement") is made as of this ____ day of _____, 2021, by and between KING COUNTY, a political subdivision of the State of Washington ("Grantor"), and POLARIS AT EASTGATE, LLC, a Washington limited liability company ("Grantee").

Grantee is constructing an apartment community (the "Project") on real property that is adjacent to real property owned by Grantor and legally described on **Exhibit A** hereto (the "Grantor's Property"). In connection with construction of the Project, and subject to the terms of this Agreement, Grantor has granted Grantee permission to temporarily use a portion of the Grantor's Property to perform grading work and demolition of certain abandoned improvements (the "Work").

NOW, THEREFORE, in consideration of the foregoing recitals, and in further consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, Grantor and Grantee mutually covenant and agree as follows:

1. Grant of Easement. Grantor hereby conveys and warrants to Grantee a temporary construction easement on, over, across, and under the area on Grantor's Property that is legally described and identified on the map attached hereto as **Exhibit B** (the "Temporary Construction Easement Area"), to perform the Work pursuant to this Agreement (the

“Temporary Construction Easement”). During the term of this easement, Grantor shall retain its rights to access and use the Temporary Construction Easement Area as desired by Grantor, as long as such access/use does not prohibit Grantee’s ability to use the Temporary Construction Easement Area for purposes as described herein. Grantee shall locate all underground utilities prior to commencement of construction.

2. Term. The term of the Temporary Construction Easement shall commence on that date that this Agreement is fully executed by all parties and recorded in the public records of King County, Washington (the “Effective Date”), which recording shall be completed at Grantee’s sole expense. The Temporary Construction Easement shall terminate automatically, without the need for further action by any party, upon the earlier of (a) completion of the Project, or (b) December 31, 2023 (the “Termination Date”). At no later than the Termination Date, or completion of the Project, whichever occurs first, Grantee shall provide Grantor a signed notice confirming termination of this Temporary Construction Easement.

3. The Work. The Work shall be completed by Grantee at its sole cost and expense and is detailed on the Demolition Plan. Grantee shall be solely responsible for obtaining and complying with all government approvals necessary for completion of the Work, and shall promptly comply with all conditions, requirements, or enforcement actions relating thereto. Prior to commencement of construction/maintenance activities on Parcel A, Grantee shall provide Grantor with copies of project plans and documents for review and comment at major design stages for work on Parcel A. Grantee access to the Temporary Construction Easement Area for maintenance/repair activities shall be during Grantee’s normal working hours, with a minimum 72 hours advance notice; except in response to an emergency, in which case Grantor shall be notified as soon as possible (but not more than 24 hours from the occurrence). Grantee shall comply, and cause all of its agents, contractors and employees to comply, with all terms and conditions of this Agreement, all permit conditions and approvals, and all laws and regulations applicable to the Work or the Grantor’s Property. Grantee shall coordinate with Grantor during the Term of this Temporary Construction Easement, and Grantor shall have the right to periodically inspect the Temporary Construction Easement Area, to ensure compliance with the terms of this Easement. Grantee covenants that no liens shall be allowed to attach to Grantor’s Property as a result of the Work, and shall promptly remove any liens that are filed as a result of the Work.

Adequate fencing between Parcels A and B, comparable to the existing fencing, shall be maintained by Grantee during the Term of the easement to retain the existing level of security for Grantor’s Property (Parcel A). Grantor shall be provided with Grantee’s Fence Construction and Phasing Plans and Specifications for review and comment prior to relocating security fencing to enable Grantee access to, and use of, the Temporary Construction Easement Area. Grantee shall maintain existing landscaping within the Temporary Construction Easement Area during the Term of the easement, including employment of Best Management Practices (BMPs) and Temporary Erosion & Sediment Control measures (TESC). Upon completion of Work, Grantee

shall relocate the fencing to the property line between Parcel A and Parcel B in its original or better condition.

Following the Work, Grantee, at no expense to Grantor, shall remove all equipment and materials and restore the Temporary Construction Easement Area as close as reasonably practical to the condition in which it existed prior to the commencement of said activities. After Grantor receives the signed notice of termination of the Temporary Construction Easement from Grantee, Grantor will inspect the Temporary Construction Easement Area and Grantee shall make any additional modifications to ensure the Temporary Construction Easement Area has been restored to its prior existing condition to Grantor's reasonable satisfaction.

If, at any time, Grantee causes a release in, on, or about the Temporary Construction Easement Area of any Hazardous Substances, or disturbs or exacerbates any Hazardous Substances, the presence of which predates this Agreement, Grantee agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, in compliance with all applicable laws. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW Ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW Ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW Ch. 90.48, and any laws concerning above ground or underground storage tanks. Should any release of Hazardous Substances, or damage to existing utilities or facilities occur on Grantor's Property as a result of Grantee's actions, Grantee shall notify Grantor as soon as possible (but no longer than 24-hours from the time Grantee learns of the occurrence) and shall immediately make all necessary repairs to the reasonable satisfaction of Grantor. Any costs incurred by Grantor as a result of damages or spills caused by Grantee shall be reimbursed to Grantor by Grantee.

4. Standard of Care; Indemnity. Grantee shall exercise due care and shall indemnify, defend and hold Grantor, and its agents and occupants, harmless from and against all damages, claims, expenses (including attorneys' fees and costs), and liabilities (collectively "Claims") arising out of Grantee's use of the Temporary Construction Easement Area, except to the extent that such Claims are caused by the gross negligence or willful misconduct of Grantor or its agents or occupants. Grantee's obligations under this Section 4 shall also extend to: 1) Grantee's violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation or requirement, including without limitation, CERCLA and MTCA, by

the Temporary Construction Easement and other rights set forth in this Agreement, and that the person executing this Agreement on behalf of Grantor has been duly authorized to do so.

6.4 Severability. If any terms or provisions of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the full extent of the law.

6.5 Waiver. No waiver of any breach of any of the agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or another covenant and/or agreement.

6.6 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction and venue will be King County for any disputes relating or arising under this Agreement.

6.7 Attorneys' Fees. Should either party bring an action to interpret or enforce this Agreement, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such action, whether at trial, on appeal, in arbitration or mediation, or in any bankruptcy proceeding.

6.8 Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Scanned signatures shall have the same force and effect as original signatures.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

GRANTOR:

KING COUNTY,
a political subdivision of the State of Washington

By: _____
Name: _____
Its: _____

GRANTEE:

POLARIS AT EASTGATE, LLC
a Washington limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A

Legal Description of Grantor's Property

Parcel A of Boundary Line Adjustment NO. 11-114500-LW, Recorded March 23, 2012 under Recording No. 20120323900003, in the Official Records of King County, Washington.

EXHIBIT B

Temporary Construction Easement Area

(Attached)



May 25, 2021

Job No. 19-2814

TEMPORARY CONSTRUCTION EASEMENT

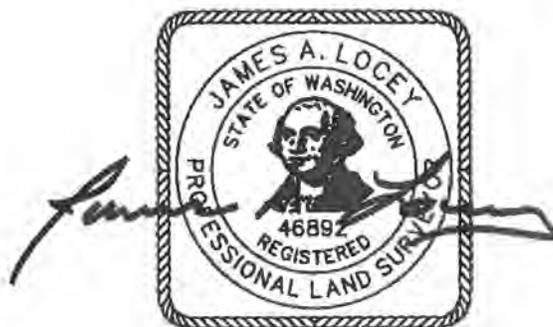
All that certain real property situate in the City of Bellevue, County of King, State of Washington, being a portion of Parcel A, as said parcel is shown upon that certain map entitled "City of Bellevue Boundary Line Adjustment No. 11-114500-LW" filed in Volume 286, page 276 on March 23, 2012 under Recording No. 20120323900003, King County Records, and being described as follows:

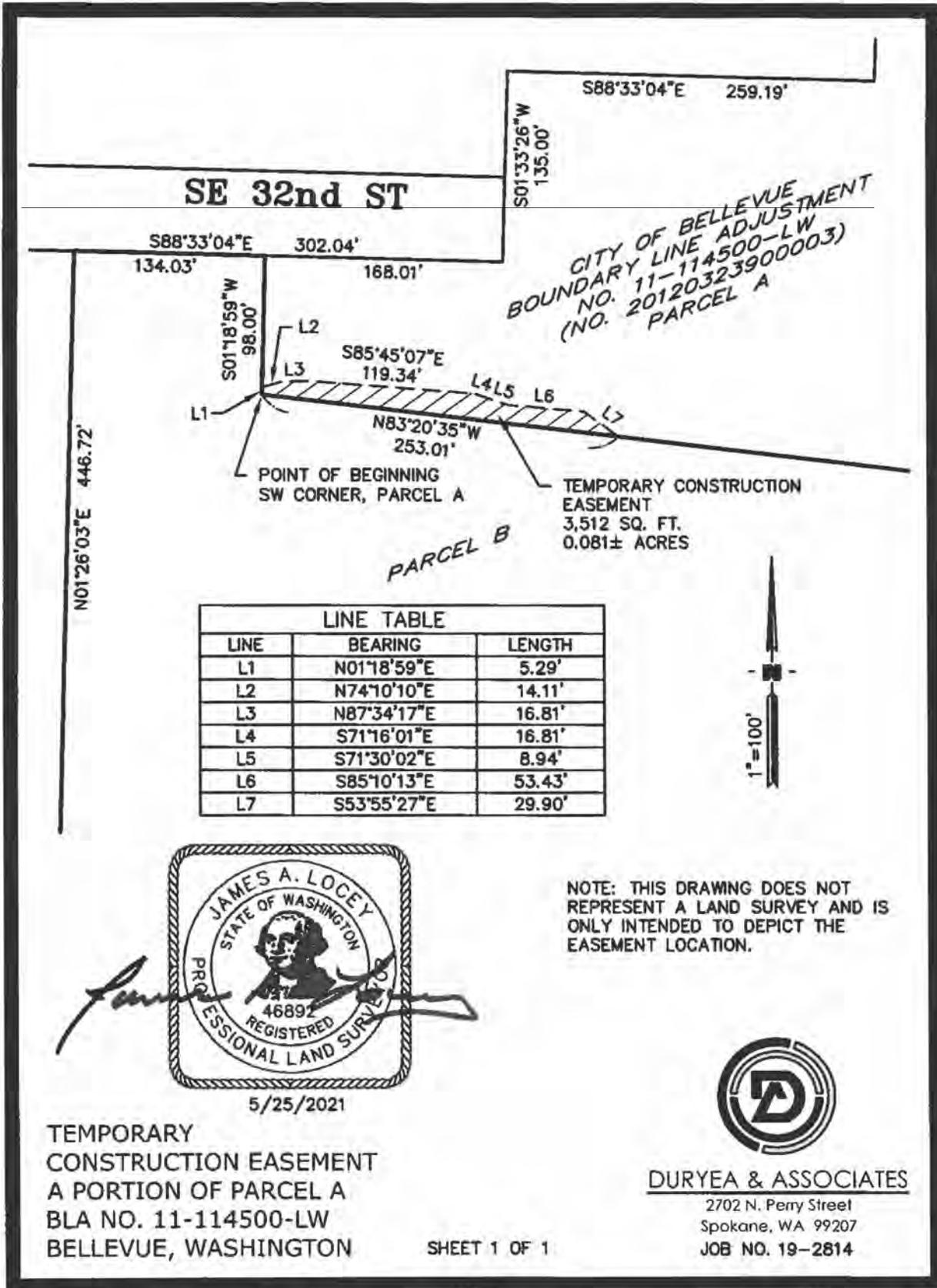
BEGINNING at the Southwest corner of said Parcel A, being hereinabove described;
thence from said point of beginning, North 1° 18' 59" East along the West line of said Parcel A a distance of 5.29 feet;
thence, leaving said West line, North 74° 10' 10" East a distance of 14.11 feet;
thence North 87° 34' 17" East a distance of 16.81 feet;
thence South 85° 45' 07" East a distance of 119.34 feet;
thence South 71° 16' 01" East a distance of 16.81 feet;
thence South 71° 30' 02" East a distance of 8.94 feet;
thence South 85° 10' 13" East a distance of 53.43 feet;
thence South 53° 55' 27" East a distance of 29.90 feet to a point on the South line of said Parcel A;
thence North 83° 20' 35" West along the South line of said Parcel A, a distance of 253.01 feet to the said point of beginning of this description.

The hereinabove described real property contains 3,512 square feet or 0.081 acres, more or less.

Prepared by:

James A. Locey
PLS 46892
Expires: 12/19/2022





LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°18'59"E	5.29'
L2	N74°10'10"E	14.11'
L3	N87°34'17"E	16.81'
L4	S71°16'01"E	16.81'
L5	S71°30'02"E	8.94'
L6	S85°10'13"E	53.43'
L7	S53°55'27"E	29.90'

NOTE: THIS DRAWING DOES NOT REPRESENT A LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE EASEMENT LOCATION.

TEMPORARY
CONSTRUCTION EASEMENT
A PORTION OF PARCEL A
BLA NO. 11-114500-LW
BELLEVUE, WASHINGTON

DURYLEA & ASSOCIATES
2702 N. Perry Street
Spokane, WA 99207
JOB NO. 19-2814