

## **PURCHASE AND SALE AGREEMENT FOR IMPROVEMENTS**

This Purchase and Sale Agreement for Improvements (this “Agreement”) is made and entered into as of this 22nd day of **September, 2021** (the “Effective Date”), by and between BOMARC HOLDINGS, LLC, a Washington limited liability company (“Seller”), and SNOHOMISH COUNTY, a political subdivision of the State of Washington (“Purchaser”).

### **RECITALS**

A. Seller is the owner of certain improvements located on a portion of Lot 11, in the Bomarc Business Park at Paine Field BSP, Recording No. 200108075005 a portion of the SW quarter of Section 14, Township 28N, Range 4E, W.M. with the address of 9901 24<sup>th</sup> PL W, Everett, WA, 98204 in Snohomish, County of Washington, having Snohomish County Assessor’s Parcel Number 28041400301902. The improvements are an approximate 43,000 square foot office/warehouse building and paved parking area, (the “Property”). The Property is more fully described on **Exhibit A** to this Agreement.

B. Snohomish County leases to the Seller the land on which the Property is located by a Land Lease (the “Lease”) with Bomarc XI, LLC dated September 1, 2005, recorded under Recording No. 200509020119, and amended under Recording No. 200709050375. Bomarc XI, LLC assigned the Lease to Bomarc Holdings, LLC on November 29, 2007, recorded under Recording No. 200711300732.

C. Seller now desires to sell the Property to Purchaser and Purchaser desires to purchase from the Seller, all of the Sellers rights held in the Property under the terms and conditions contained in this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

#### **1. PURCHASE AND SALE OF THE PROPERTY**

Seller shall sell and convey to Purchaser, and Purchaser shall purchase from Seller, subject to the terms and conditions set forth below, all of Seller’s right, title and interest in and to the Property.

#### **2. EARNEST MONEY**

No earnest money deposit shall be made or required.

### **3. PURCHASE PRICE**

The purchase price for the Property, together with any improvements or fixtures thereon, shall be SIX MILLION SIX HUNDRED AND THIRTY THOUSAND DOLLARS and No/100 Dollars (\$6,630,000.00) (the “Purchase Price”). The Purchase Price shall be paid in cash at closing, by wire transfer or other immediately available funds.

### **4. TITLE INSURANCE**

#### **4.1 Preliminary Commitment**

Purchaser has a Title Guarantee covering the Property from Chicago Title Insurance Company (the “Title Company”), Title Order No. 500122182, dated June 2, 2021 (the “Report”), together with legible copies of all documents referenced in the Report.

#### **4.2 Permitted Exceptions**

Purchaser agrees to accept title to the Property subject to the following matters shown on Schedule B of the Report: (i) General Exceptions A through J (the “General Exceptions”); and (ii) Special Exceptions Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 (the “Special Exceptions”). The General Exceptions and Special Exceptions are collectively referred to in this Agreement as the “Permitted Exceptions.” Seller agrees to remove, or obtain acceptable title endorsements for, at or before Closing, all other exceptions shown on Schedule B of the Report. Should any new or additional exceptions on the Report to the Property be discovered prior to Closing, Purchaser shall have fifteen (15) days from the date of any updates to the Report to accept or reject the new or additional exceptions or to request the Seller to remove the new or additional exceptions on the Report at or before Closing. Seller shall have ten (10) days from which the Seller receives Purchaser’s objection notice stating whether or not Seller will, prior to closing, cure some or all of the new or additional exceptions to the Report. Should Seller fail to timely respond to Purchaser’s objection notice, Seller shall be deemed to have refused to remove any of the new or additional exceptions, Purchaser must elect one of the following: (i) to accept the new or additional exceptions and proceed with the transaction contemplated by this Agreement; or (ii) to terminate this Agreement. Purchaser shall provide Seller with written notice of its decision within thirty (30) days of receiving Seller’s response to Purchaser’s objections or, in the event Seller failed to timely respond to Purchaser’s objection notice within thirty (30) days of the date on which Seller’s response to Purchaser’s objection notice was due. Should Purchaser fail to deliver written notice of Purchaser’s decision to Seller within the time period specified above, Purchaser shall be deemed to have elected to terminate this Agreement. In the event Purchaser elects to terminate this Agreement pursuant to this Section 4, all rights or obligations of Seller and Purchaser under this Agreement shall immediately terminate and be of no further force or effect; provided that Purchaser shall continue to be responsible of the costs of the Report and for the cancellation fee if any. The Title Company shall deliver to Purchaser, as soon as reasonably possible after the Closing Date, an updated Report showing all Permitted Exceptions to title.

## **5. CONVEYANCE OF TITLE AND TERMINATION OF LEASE**

Upon the Closing of the transaction contemplated by this Agreement, Seller shall deliver to Purchaser a Bill of Sale for the Property, in the form attached to this Agreement as **Exhibit B** (the “BOS”), subject only to the following: (i) the Permitted Exceptions; and (ii) the lien of any personal property/leasehold taxes for the current year that are not yet due and payable. The Lease identified in Recital B will be terminated upon the Closing of the transaction, as provided in that certain Amendment No. 2 to Land Lease 05-009, attached to this Agreement as **Exhibit D** (“Lease Termination”).

## **6. PURCHASER’S DUE DILIGENCE**

### **6.1 Feasibility Period**

Seller agrees to allow Purchaser to conduct due diligence with respect to the Property. This Agreement is subject to Purchaser’s approval, in Purchaser’s sole discretion, of any and all appraisals, surveys, studies, and reports regarding the Property received, commissioned, or performed by Purchaser or Purchaser’s agents. Purchaser shall have thirty (30) days from the Effective Date (the “Due Diligence Period”) to give notice terminating this Agreement under this condition. Upon receipt of such notice, this Agreement shall terminate and be of no further force or effect.

### **6.2 Right of Entry and Inspection**

During the time period between the Effective Date of this Agreement and the closing of the transaction contemplated by this Agreement, Purchaser and Purchaser’s Representatives shall have a continuing right to enter onto any portion of the Property and undertake such additional surveys, studies and tests regarding the condition of the Property, as Purchaser may deem desirable, at Purchaser’s sole cost and expense. In exercising this right of entry and inspection, Purchaser shall use reasonable efforts to coordinate its entries onto and testing of the Property with Seller. Notwithstanding anything contained herein to the contrary, Purchaser shall not conduct any invasive testing on the Property without the prior written consent of Seller.

Purchaser will indemnify, defend and hold Seller harmless from all liens, claims, losses, actual damages and liabilities actually suffered by Seller (including without limitation any damage to property or injury to persons) as a result of any entry by Purchaser or Purchaser’s Representatives under this Section 6.2. If any inspection or test disturbs or damages the Property, Purchaser shall promptly repair and restore the Property to substantially the same condition as existed prior to any such inspection or test.

### **6.3 Seller’s Disclaimer and Purchaser’s Waiver**

Notwithstanding anything contained in this Agreement to the contrary, except for those representations expressly made by Seller in Section 10 below, it is understood and agreed that the Property is being sold “AS IS,” and neither Seller nor any of its respective agents, employees or contractors has made and is not now making, and Purchaser has not relied upon

and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property. Purchaser further acknowledges that any information of any type which Purchaser has received or may receive from Seller or any of its respective agents, employees or contractors, is furnished on the express condition that Purchaser shall not rely thereon, but shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever. Purchaser further assumes the risk of changes in applicable environmental laws relating to past, present and future environmental health conditions on, or resulting from the ownership of, the Property.

**7. PURCHASER REPRESENTATIONS AND WARRANTIES.**

Purchaser represents and warrants that Purchaser is a knowledgeable, experienced and sophisticated buyer of real estate and that, except as otherwise expressly set forth in Section 10 below, Purchaser has relied and shall rely solely on (a) Purchaser's own expertise and that of Purchaser's consultants in purchasing the Property, and (b) Purchaser's own knowledge of the Property based on Purchaser's investigations and inspections of the Property. Prior to the Closing, Purchaser shall have conducted such inspections and investigations of the Property as Purchaser deems necessary, including the physical and environmental conditions thereof, and shall rely upon same. Purchaser further acknowledges and agrees that there are no oral agreements, warranties or representations with respect to the Property made by Seller (other than those representations made by Seller in Section 10 below), or by any agent, employee or contractor of Seller.

**8. FORM 17.**

**FOR THE PURPOSES OF DISCLOSURE ONLY, PURCHASER AND SELLER AGREE AND ACKNOWLEDGE THAT THE PROPERTY CONSTITUTES "COMMERCIAL REAL ESTATE" AS DEFINED IN RCW 64.06.005 FOR PURPOSES OF THIS TRANSACTION. PURCHASER HEREBY WAIVES RECEIPT OF A SELLER DISCLOSURE STATEMENT REQUIRED UNDER RCW 64.06 FOR TRANSACTIONS INVOLVING THE SALE OF COMMERCIAL REAL ESTATE EXCEPT FOR THE SECTION OF THE STATEMENT ENTITLED "ENVIRONMENTAL." THE DISCLOSURE STATEMENT WITH THE "ENVIRONMENTAL" SECTION COMPLETED BY SELLER IS ATTACHED TO THIS AGREEMENT AS EXHIBIT C (THE "DISCLOSURE STATEMENT"). PURCHASER ACKNOWLEDGES ITS RECEIPT OF THE DISCLOSURE STATEMENT AND WAIVES ITS RIGHT TO RESCIND THE AGREEMENT UNDER RCW 64.06.030. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE DISCLOSURE STATEMENT (I) IS FOR DISCLOSURE PURPOSES ONLY, (II) SHALL NOT BE CONSIDERED PART OF THE AGREEMENT, AND (III) SHALL NOT BE CONSTRUED AS A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.**

---

**Purchaser's Initials**

## **9. FIRPTA**

Seller shall deliver to the Escrow Agent at or prior to closing either (i) a certificate duly executed by Seller certifying that it is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act ("FIRPTA"), as revised by the Deficit Reduction Act of 1984, which certificate shall include Seller's taxpayer identification number and address, or (ii) a withholding certificate from the Internal Revenue Service to the effect that Seller is exempt from withholding tax on the Purchase Price under FIRPTA. If neither of the above certificates is delivered, the Escrow Agent shall deduct and withhold at closing a tax equal to either ten percent (10%) of the Purchase Price or such reduced amount as may be authorized by a withholding certificate from the Internal Revenue Service.

## **10. SELLER'S REPRESENTATIONS**

Seller covenants and represents to Purchaser as follows as of the Effective Date of this Agreement, and again as of the Closing Date:

- (a) To the best of Seller's knowledge, neither the whole nor any portion of the Property is subject to temporary requisition or use by any governmental authority or has been condemned or taken in any proceeding similar to a condemnation proceeding, nor is any such proceeding contemplated.
- (b) Seller has no knowledge, nor has Seller received any written notice, of any violations of law, municipal ordinance or other legal requirements of governmental authorities in respect of the Property. Seller authorizes Purchaser to make the necessary searches for any such violations. Seller has not received any written notices from any federal, state or municipal authority of any lawsuits or judgments relating to violations of the Property and Seller will promptly notify Purchaser if it receives any such notice.
- (c) Seller has no knowledge, nor has Seller received written notice, of any default or breach by Seller under any covenants, conditions, or restrictions affecting the Property or any portion thereof.

In the event any of the representations contained in this Section 10 become untrue prior to the Closing Date as a result of occurrences or information received by Seller subsequent to the Effective Date of this Agreement, Seller shall promptly notify Purchaser, in writing, and, within ten (10) days after receiving such notice, Purchaser may elect to (i) waive any objections and proceed with Closing, or (ii) terminate this Agreement by delivering written notice of termination to Seller. The covenants and representations made by Seller in this Section 10 shall survive the closing of the transaction contemplated by this Agreement and shall not merge into the BOS.

## **11. HAZARDOUS SUBSTANCE INDEMNIFICATION**

### **11.1 Indemnification by Seller**

Seller shall, to the extent specified herein, indemnify, defend, and hold harmless Purchaser and its employees, officers, managers, representatives, invitees, agents and consultants, from and against any and all claims, liabilities, loss, demands, liens, costs and expenses including reasonable attorneys' fees, agency orders, requirements or enforcement actions, suits and causes of action, and damages including but not limited to any claim for damage to property or injury or death of any persons (collectively, the "Claims") arising from the presence on the Property of any Hazardous Substance (as that term is defined in Section 11.2 below) that were released onto, in or under the Property (including any such Hazardous Substances that have come to be located on any other property) prior to the Effective Date (the "Existing Contamination"). Notwithstanding the foregoing, the Existing Contamination shall specifically exclude, and Seller shall have no liability to Purchaser for, any Hazardous Substance that was released to an adjacent property and that has subsequently come to be located on the Property as a result of migration through soil or groundwater. The obligations set forth in this Section 11 are in addition to any defense, indemnity, and hold harmless obligations that arise from the Land Lease 05-009 (recorded on September 2, 2005 under Snohomish County Auditor's File No. 200509020119), as amended. In the event of a conflict between the language of this Section 11 and the language of Land Lease 05-009, this language of this Section 11 shall govern and control.

#### **11.1.1 Indemnification Procedure—Claims & Cooperation Agreement**

In the event that any Claims arise, Purchaser shall notify Seller promptly in writing, and provide Seller with all reasonably available information related to the Claims. Within ninety (90) days, Seller and Purchaser shall enter into a joint defense and cooperation agreement (the "Cooperation Agreement") providing for joint management and defense of the Claims. To the extent the parties agree it is advisable to engage one or more environmental or engineering consultants to perform investigations, tests or studies on the Property in connection with defending against the Claims, the Cooperation Agreement shall provide for the joint retention of such consultants and for equitable cost sharing of such consultants' fees. The Cooperation Agreement shall provide that, in the event either Seller or Purchaser is required to perform any Remedial Action on the Property prior to a final determination of Seller's or Purchaser's actual, respective liability for the Claims, Seller and Purchaser shall share equally (or in such other proportionate amounts as the parties may agree upon) in the Remedial Action Costs, with final cost allocation to be determined pursuant to Section 11.1.2 below. For purposes of this Agreement, the term "Remedial Action" shall have the same meaning as found in RCW 70A.305, and the term "Remedial Action Costs" shall mean any costs related to a Remedial Action.

#### **11.1.2 Indemnification Procedure—Final Cost Allocation**

At the conclusion of the Remedial Action required by a Claim, or prior to conclusion of the Remedial Action if agreed to by Seller and Purchaser, the amounts paid by Seller and

Purchaser towards any Remedial Action Costs shall be reconciled and trued-up based on Seller's and Purchaser's actual, respective proportionate liability for the Claims at issue. Seller and Purchaser shall attempt to agree to a final pro-rata allocation of past and future Remedial Action Costs associated with the Claims. If Seller and Purchaser cannot agree on an appropriate pro-rata allocation of the Remedial Action Costs, the dispute resolution process in Section 11.1.3 shall be utilized. Within ninety (90) days of the date on which Seller's and Purchaser's actual, respective proportionate shares of the Remedial Action Costs have been determined, any amounts owing from one party to the other shall be paid.

### **11.1.3 Indemnification Procedure - Dispute Resolution**

If a dispute arises under this Section 11, Hazardous Substance Indemnification, either party may notify the other, in writing, of an issue or issues in dispute. Upon such notification, both Seller and Purchaser shall meet and confer in an attempt to resolve the issue(s) in dispute. The period within which the parties shall meet and confer shall extend from the notice of the issues in dispute for thirty (30) days unless the parties mutually agree to extend the meet and confer period. At the conclusion of this period, if the issues are not resolved, the parties shall mutually select a qualified mediator and submit the issues to resolution by mediation. If the parties cannot agree to the appointment of a mediator within fifteen (15) days, either party may request the Presiding Judge of the Snohomish County Superior Court to designate a mediator which the parties shall accept. If the mediation fails, either party may submit the matter to a court of competent jurisdiction for judicial resolution.

### **11.1.4 Indemnification Procedure – Third Parties**

Nothing in Subsections 11.1.1, 11.1.2 or 11.1.3 shall prevent either Seller or Purchaser from separately or jointly negotiating and entering into any contract or agreement with one or more third parties (whether plaintiffs or defendants) regarding any one or more Claims, including, but not limited to, the following types of agreements: joint defense agreements, cost sharing agreements, cost allocation agreements, settlement agreements, indemnification agreements, or any other type of agreement or arrangement involving, regarding or relating to any one or more Claims. However, Seller and Purchaser do not intend that Purchaser should obtain a double recovery for all or any portion of the Remedial Action Costs for which Seller is required to indemnify Purchaser pursuant to this Agreement. Accordingly, if all of the following conditions are met, Seller shall be entitled to a credit towards the total amount of funds Seller would otherwise owe to Purchaser pursuant to the indemnification provision of Section 11.1: (i) Purchaser enters into one or more agreements with one or more third parties without the participation and consent of Seller; (ii) pursuant to such agreement(s), the third part(y/ies) contribute funds towards Remedial Action Costs; and (iii) the Remedial Action Costs at issue in such agreement(s) are Remedial Action Costs for which Seller is required, either in whole or in part, to indemnify Purchaser pursuant to Section 11.1 above. In such event, the total amount of funds Seller would otherwise be required to pay to Purchaser pursuant to Section 11.1 shall be reduced by the amount of the third party contributions Purchaser receives that are allocable to the portion of the Remedial Action Costs for which Seller is required to indemnify Purchaser.

## 11.2 Definition of Hazardous Substance

As used in this Agreement, the term “Hazardous Substance” shall mean (i) any substance subject to regulation under the Washington Hazardous Waste Management Act (chapter 70A.300 RCW) as amended from time to time and regulations promulgated thereunder; (ii) any “hazardous substance” under the Washington Model Toxics Control Act (chapter 70A.305 RCW) as amended from time to time and regulations promulgated thereunder; (iii) any “hazardous substance” or “hazardous waste” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9601 et seq.) as amended from time to time and regulations promulgated thereunder; (iv) asbestos; (v) polychlorinated biphenyls; (vi) underground storage tanks, whether empty, filled or partially filled with any substance; (vii) any solid waste or solid waste decomposition products (not part of or resulting from the intermodal transfer facility operations); (viii) any substance the presence of which is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (ix) other substances deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

## 11.3 Survival

The provisions of this Section 11 shall survive the closing of the transaction contemplated by this Agreement and shall not merge into the Bill of Sale.

## 12. CLOSING

### 12.1 Closing Date

The closing of the transaction contemplated by this Agreement (the “Closing”) shall occur through escrow on or about September 30, 2021 (the “Closing Date”); provided that in no event shall the Closing occur later than December 31, 2021 (the “Outside Closing Date”). Between the Closing Date and the Outside Closing Date, Seller shall not be required to pay any additional Rent or other charges due under the Lease and, as provided above, the Lease shall be terminated as of the Closing. If the transaction fails to close by the Outside Closing Date, the non-defaulting party may terminate this Agreement by delivering written notice of termination to the other party.

### 12.2 Seller’s Escrow Deposits

On or before the Closing Date, Seller shall deliver the following to the Escrow Agent:

- (a) The duly executed and acknowledged Bill of Sale, in the form attached to this Agreement as **Exhibit B**;
- (b) An executed real estate excise tax affidavit for the Property, in the form required by Washington law;



- (c) One (1) of the following: (1) an original affidavit pursuant to Section 1445(b)(2) of the Federal Internal Revenue Code (the “Federal Code”), certifying that Seller is not a foreign person under the meaning of the Federal Code; or (2) a certificate from the Internal Revenue Service to the effect that Seller is exempt from withholding tax on the Purchase Price under the Federal Code;
- (d) Seller’s approved estimated settlement statement;
- (e) An executed Amendment No. 2 to Land Lease 05-009 in the form attached to this Agreement as **Exhibit D**; and
- (f) Any other documents, instruments, records or correspondence reasonably required by the Escrow Agent to consummate the purchase of the Property in accordance with the terms of this Agreement.

### **12.3 Purchaser’s Escrow Deposits**

On or before the Closing Date, Purchaser shall deliver the following to the Escrow Agent:

- (a) The Purchase Price, in cash (United States funds);
- (b) An executed real estate excise tax affidavit for the Property, in the form required by Washington law;
- (c) Purchaser’s approved estimated settlement statement;
- (d) An executed Amendment No. 2 to Land Lease 05-009 in the form attached to this Agreement as **Exhibit D**; and
- (e) Any other documents, instruments, records or correspondence reasonably required by the Escrow Agent to consummate the purchase of the Property in accordance with the terms of this Agreement.

### **12.4 Closing Costs; Prorations**

- (a) Through escrow at Closing, Seller shall pay (i) that portion of the premium for the Title Policy described in Section 4.1 of this Agreement that is allocable to a standard coverage policy of title insurance, (ii) one half of the Escrow Agent’s escrow fee, (iii) the State of Washington excise tax due upon the conveyance of the Property.
- (b) Through escrow at Closing, Purchaser shall pay (i) the cost of recording the Bill of Sale, (ii) one half of the Escrow Agent’s escrow fee, (iii) that portion of the premium for the Title Policy described in Section 4.1 of this Agreement that is allocable to extended coverage, (iv) the cost of any endorsements to the Title

Policy requested by Purchaser; and (v) the amount of any Rent and associated charges paid by Seller to Purchaser under the Lease from the Effective Date until Closing, all of which shall be credited to Seller at Closing.

- (c) Each party shall bear its own legal fees. Property taxes for the current year, if any, will be prorated as of Closing. Water and other utilities shall be prorated as of Closing.
- (d) All other costs of Closing, if any, shall be borne by Seller and Purchaser in a manner consistent with local practice for the county in which the Property is located. Upon the request of either party, adjustments shall be made between the parties after Closing for the actual amount of any prorations made on the basis of estimates as of Closing.

### **13. CONTRACTS AFFECTING THE PROPERTY**

During the period of time between the Effective Date of this Agreement and the date of Closing, Seller shall not enter into any leases, sub-leases or other contracts affecting all or any portion of the Property, except for standard utility without the prior approval of Purchaser. Purchaser shall give written notice to Seller of its approval or disapproval of any such proposed contract within thirty (30) days of receiving same from Seller. Should Purchaser fail to respond to a request for approval of a proposed contract within the specified time period, Purchaser's approval of such contract shall be deemed given.

### **14. RISK OF LOSS**

Risk of loss of or damage to the Property shall be borne by Seller until Closing. Thereafter, Purchaser shall bear the risk of loss. In the event of casualty or damage to the Property, or any portion thereof, prior to the date upon which Purchaser assumes the risk, Purchaser may terminate this Agreement by delivering written notice of same to Seller; provided, however, that Purchaser shall have no right to terminate this Agreement if Seller agrees in writing to restore the Property substantially to their present condition by the date of Closing. Notwithstanding Purchaser's right to terminate this Agreement in the event of casualty or damage to all or a portion of the Property, the Purchaser may elect to complete the purchase of the Property notwithstanding any unrepaired casualty or damage to the Property; provided, however, that if Purchaser so elects, Seller shall not be liable to restore the Property or pay damages to Purchaser by reason of such loss or damage, but in such event Purchaser shall be entitled to the proceeds of any policies of property insurance carried by or for the benefit of Seller to the extent that such proceeds are attributable to the casualty or damage to the Property. In the event Purchaser elects to terminate this Agreement pursuant to this Section 14, all rights or obligations of Seller and Purchaser under this Agreement shall immediately terminate and be of no further force or effect.

## **15. EMINENT DOMAIN**

If prior to the date for closing, title to all or any part of the Property is taken by eminent domain, Purchaser may, by written notice to Seller, elect to cancel this Agreement prior to the date set for closing by delivering written notice of its election to Seller. In the event Purchaser elects to terminate this Agreement pursuant to this Section 15, all rights or obligations of Seller and Purchaser under this Agreement shall immediately terminate and be of no further force or effect. Unless this Agreement is so canceled, it shall remain in full force and effect and the Seller shall assign, transfer and set over to the Purchaser all the Seller's right, title and interest in and to any awards that may be made for such taking.

## **16. REMEDIES**

In the event either party breaches any of the material provisions of this Agreement, the non-breaching party shall have available to it all remedies available under Washington law, including, without limitation, the remedy of specific performance. Any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment shall be paid by the breaching party.

## **17. NO BROKER**

Seller has used a broker and shall pay the Seller's broker commission while the Purchaser is not using nor had any contact or dealings with a broker regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the purchase and sale contemplated by this Agreement. If any broker or finder perfects a claim for a commission or finder's fee based on any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim. The provisions of this Section 17 shall survive the Closing or earlier termination of this Agreement.

## **18. NOTICES**

Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service, or given by mail, or by facsimile, or email. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller: Bomarc Holdings, LLC  
Attention: John Butterfield, Operating Manager  
61 Leschi Drive  
Steilacoom, WA 98388  
Email: [gbutterfield2010@gmail.com](mailto:gbutterfield2010@gmail.com); and

[alcounseling1@gmail.com](mailto:alcounseling1@gmail.com)

Purchaser: Snohomish County Property Management  
Attention: Property Officer  
3000 Rockefeller Avenue M/S 404 Everett, WA 98201  
Telephone: (425) 388-3400  
Email: JaNae.Nelson@co.snohomish.wa.us

With Copies To: Snohomish County Airport  
Attention: Airport Business Manager  
3220 100<sup>th</sup> Street SW  
Everett, WA 98204  
Telephone: (425) 388-5103  
Email: Nickolis.landgraff@snoco.org

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one (1) Business Day after deposit with the courier service, and if mailed, two (2) Business Days after deposit at any post office in the United States of America, and if delivered via facsimile or email, the same day as verified; provided that any verification that occurs after 5 p.m. on a Business Day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following Business Day.

## **19. DEPENDENCY AND SURVIVAL OF PROVISIONS**

The respective warranties, representations, covenants, agreements, obligations, and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party and shall survive the Closing and the delivery of the Bill of Sale.

## **20. MISCELLANEOUS**

### **20.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document signed by the party against whom such modification is sought to be enforced.

### **20.2 Governing Law and Venue**

This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

### **20.3 Interpretation**

This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

### **20.4 Severability**

If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

### **20.5 No Merger**

The terms and provisions of this Agreement shall not merge into, but shall survive, the Closing of the transaction contemplated by this Agreement and the Bill of Sale to be delivered pursuant hereto.

### **20.6 No Waiver**

A party's forbearance or delay in exercising any right or remedy with respect to a default by the other party under this Agreement shall not constitute a waiver of the default at issue. Nor shall a waiver by either party of any particular default constitute a waiver of any other default or any similar future default.

### **20.7 Time of Essence**

Time is of the essence of each and every provision of this Agreement.

### **20.8 Warranty of Authority**

Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement. Each person signing this Agreement also represents and warrants that no other person's signature is needed in order (i) for this Agreement to be binding on such party, or (ii) to release the claims, demands, actions and causes of action that such party is purporting to release.

## **20.9 No Joint Venture**

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

## **20.10 Exhibits**

The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

- EXHIBIT A - Legal Description of the Property
- EXHIBIT B - Bill of Sale
- EXHIBIT C - Seller Disclosure Statement
- EXHIBIT D - Amendment No. 2 to Lease (Lease Termination)

## **20.11 Execution in Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

## **20.12 Computation of Time**

Except where expressly provided to the contrary, as used in this Agreement, the word “day” shall mean “calendar day,” and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in this Agreement. If the final date of any period of time set out in any provision of this Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in this Agreement, the term “Business Day” shall mean a day that is not a Saturday, Sunday or a legal holiday.

## **20.13 Approval by Snohomish County Council**


Purchaser acknowledges and agrees that the terms and conditions of this Agreement must be approved by the Snohomish County Council in an open public meeting. In no event shall this Agreement be effective unless and until such approval is finally given.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**SELLER:**

Bomarc Holdings, LLC, a Washington limited liability company,

By 

Name: John Butterfield

Title: Owner/Operating Manager

**PURCHASER:**

Snohomish County, a political subdivision of the State of Washington,

By Kendee Yamaguchi

Digitally signed by Kendee Yamaguchi  
Date: 2021.09.22 11:21:59 -07'00'

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form:**

Rebecca J. Guadamud

Digitally signed by Rebecca J. Guadamud  
Date: 2021.08.13 11:19:53 -07'00'

Deputy Prosecuting Attorney

*[The remainder of this page is intentionally left blank.]*

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

Said Property is an approximate 43,000 square foot office/warehouse building and paved parking area with a property address of: 9901 24<sup>th</sup> Place West, Everett, WA 98204. The office/warehouse building has a Snohomish County Assessor's Tax Parcel Number of 28041400301902 and is situated on a portion of certain real property with a Snohomish County Assessor's Tax Parcel Number of 28041400301900 described as follows and as further depicted on the attached aerial map.

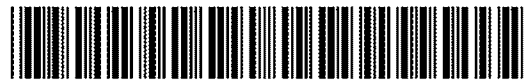
THAT PORTION OF LOT 11, BOMARC BUSINESS PARK AT PAINE FIELD BINDING SITE PLAN, RECORDED UNDER AUDITOR'S FILE NO. 9612055003, AND ALTERED UNDER AUDITOR'S FILE NO. 200108075005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 11;  
THENCE NORTH 00°54'25" WEST ALONG THE EAST LINE THEREOF 340.22 FEET;  
THENCE SOUTH 89°05'53" WEST 364.30 FEET;  
THENCE SOUTH 00°53'52" EAST 30.12 FEET;  
THENCE SOUTH 89°06'08" WEST 83.50 FEET TO THE WEST LINE OF SAID LOT 11 AND THE TERMINUS OF THIS LINE DESCRIPTION.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONSTITUTING APPROXIMATELY 146,388 SQUARE FEET OR 3.3606 ACRES.

*[The remainder of this page is intentionally left blank.]*





202111010603

BILL OF SALE

Rec: \$207.50

11/1/2021 1:57 PM 1 of 5

SNOHOMISH COUNTY, WA

Electronically Recorded

Thank you for your payment.  
E175638 \$201,605.00  
SARA H. 11/01/2021

**BILL OF SALE**

**Return Address:**

Snohomish County Property Management  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201

**Document Title(s) (or transactions contained therein):**

Bill of Sale

**Reference Number(s) of Documents assigned or released:**

N/A

580126 962  
**CHICAGO**

**Grantor(s) (Last name first, then first name and initials):**

Bomarc Holdings, LLC, a Washington limited liability company

**Grantee(s) (Last name first, then first name and initials):**

Snohomish County, a political subdivision of the State of Washington

**Legal description (abbreviated: i.e. lot, block, plat or section, township, range)**

A ptn. of Lot 11, in the Bomarc Business Park at Paine Field BSP, Recording No. 200108075005 being a ptn. of the SW 1/4 of Sec. 14, Twp. 28 N, Rge 4 E, W.M.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**Assessor's Property Tax Parcel/Account Number**

Tax Parcel 28041400301902

After Recording Return To:  
Snohomish County Property Mgmt.  
3000 Rockefeller Avenue M/S 404  
Everett, WA 98201

## BILL OF SALE

BOMARC HOLDINGS, LLC, a Washington limited liability company, (“Seller”) for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid in hand, hereby sells, assigns, conveys, delivers, and transfers to SNOHOMISH COUNTY, a political subdivision of the State of Washington, (“Buyer”) all of the Seller’s right, title and interest in and to all improvements, fixtures, and items of personal property (the “Property”) described in Exhibit A attached hereto and made a part hereof.

Said Property is an approximate 43,000 square foot office/warehouse building and paved parking area with a property address of 9901 24<sup>th</sup> Place West, Everett, WA 98204. The office/warehouse building has a Snohomish County Assessor’s Tax Parcel Number of 28041400301902 and is situated on a portion of certain real property with a Snohomish County Assessor’s Tax Parcel Number of ~~20041400301900~~ described as follows:  
28041400301902

THAT PORTION OF LOT 11, BOMARC BUSINESS PARK AT PAINE FIELD BINDING SITE PLAN, RECORDED UNDER AUDITOR’S FILE NO. 9612055003, AND ALTERED UNDER AUDITOR’S FILE NO. 200108075005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:  
BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 11;  
THENCE NORTH 00°54’25” WEST ALONG THE EAST LINE THEREOF 340.22 FEET;  
THENCE SOUTH 89°05’53” WEST 364.30 FEET;  
THENCE SOUTH 00°53’52” EAST 30.12 FEET;  
THENCE SOUTH 89°06’08” WEST 83.50 FEET TO THE WEST LINE OF SAID LOT 11 AND THE TERMINUS OF THIS LINE DESCRIPTION.  
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

CONSTITUTING APPROXIMATELY 146,388 SQUARE FEET OR 3.3606 ACRES.

Seller warrants to Buyer that seller has good title to the Property: that Seller has the right and authority to sell, assign, convey, deliver, and transfer to Buyer; and that any interest of the Seller in the Property is free and clear of liens, security interests, encumbrances and adverse claims.

This Bill of Sale is intended to pass title to the Property from Seller to Buyer irrespective of whether any of said Property is correctly characterized as a fixture as a matter of law.

**SELLER: BOMARC HOLDINGS, LLC**

By the John and Janet Butterfield Trust - marital Trust dated December 16, 1996 and restated June 5, 2017, Its members

By: John E. Butterfield

Name: John E. Butterfield

Title: Trustee

Date: October 27, 2021

**BUYER: SNOHOMISH COUNTY**

By: Janae Nelson

Name: Janae Nelson

Title: Director

Date: 10-28-21

*[The remainder of this page is intentionally left blank.]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SNOHOMISH )

On this 11 day of October, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Butterfield, to me known to be the person who signed as <sup>Trustee of the John and Janet Butterfield Trust-marital Trust,</sup> <sub>member</sub> of BOMARC HOLDINGS, LLC, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned and that he was authorized to execute said instrument on behalf of BOMARC HOLDINGS, LLC.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



[Signature]  
(Signature of Notary)  
Jason M. Whalen  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at [Address].  
My appointment expires: 5-23-22.



## **EXHIBIT C**



**CBRE**  
 929 108th Ave NE, Suite 700  
 Bellevue, WA 98004  
 Phone: 425-455-8500  
 Fax: 425-462-6966

© Commercial Brokers  
 Association  
 ALL RIGHTS RESERVED



Form: 17 Comm  
 Seller Disclosure Statement -  
 Commercial  
 Rev 7/2015  
 Page 1 of 6

**SELLER DISCLOSURE STATEMENT  
 COMMERCIAL PROPERTY**

**SELLER:** Bomarc Holdings, LLC

To be used in transfers of commercial real estate as defined in RCW 60.42.005. See RCW Chapter 64.06 for further information.

**INSTRUCTIONS TO THE SELLER**

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

**NOTICE TO THE BUYER**

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 9901 24th Place West, CITY Everett, STATE WA, COUNTY Snohomish County, ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

Seller  is/  is not occupying the property.

**I. SELLER'S DISCLOSURES:**

\* If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

1. TITLE	YES	NO	DON'T	N/A
	KNOW			
A. Do you have legal authority to sell the property? If no, please explain. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS: JEB      DATE: 7/31/2011      SELLER'S INITIALS: \_\_\_\_\_      DATE: \_\_\_\_\_



**CBRE**  
 929 108th Ave NE, Suite 700  
 Bellevue, WA 98004  
 Phone: 425-455-8500  
 Fax: 425-462-6966

© Commercial Brokers  
 Association  
 ALL RIGHTS RESERVED



Form: 17 Comm  
 Seller Disclosure Statement -  
 Commercial  
 Rev 7/2015  
 Page 2 of 6

**SELLER DISCLOSURE STATEMENT  
 COMMERCIAL PROPERTY**

	YES	NO	DON'T KNOW	N/A
*B. Is title to the property subject to any of the following?				
(1) First right of refusal.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?...	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there any leased parking? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Is there a private road or easement agreement for access to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any rights-of-way, easements, shared use agreements or limitations? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Are there any written agreements for joint maintenance of an easement or right-of-way? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any zoning violations or nonconforming uses?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*I. Is there a survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*J. Are there any legal actions pending or threatened that affect the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*K. Is the property in compliance with the Americans with Disabilities Act?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. WATER</b>				
*Are there any water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>				
*Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4. STRUCTURAL</b>				
*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Has any occupied subsurface flooded or leaked within the last five years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Have there been any conversions, additions or remodeling?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any defects with the following: (If yes, please check applicable items and explain.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Foundations <input type="checkbox"/> Slab Floors				
<input type="checkbox"/> Doors <input type="checkbox"/> Outbuildings				
<input type="checkbox"/> Ceilings <input type="checkbox"/> Exterior Walls				

SELLER'S INITIALS: JEB      DATE: 7/31/2011      SELLER'S INITIALS: \_\_\_\_\_      DATE: \_\_\_\_\_





**CBRE**  
 929 108th Ave NE, Suite 700  
 Bellevue, WA 98004  
 Phone: 425-455-8500  
 Fax: 425-462-6966

© Commercial Brokers Association  
 ALL RIGHTS RESERVED



Form: 17 Comm  
 Seller Disclosure Statement -  
 Commercial  
 Rev 7/2015  
 Page 3 of 6

**SELLER DISCLOSURE STATEMENT  
 COMMERCIAL PROPERTY**

- Sidewalks                       Siding  
 Interior Walls                 Other \_\_\_\_\_  
 Windows

**5. SYSTEMS AND FIXTURES**

	YES	NO	DON'T KNOW	N/A
*A. Are there any defects in the following systems? If yes, please explain.				
(1) Electrical system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Plumbing system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Fire and security system .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Carbon monoxide alarms.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**6. ENVIRONMENTAL**

*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**7. FULL DISCLOSURE BY SELLER**

A. Other conditions or defects:

\*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....

B. Verification

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

John E. Bullstoffer                      7/31/2021  
 Seller    Date    Seller    Date

SELLER'S INITIALS: JEB                      DATE: 7/31/2021                      SELLER'S INITIALS: \_\_\_\_\_                      DATE: \_\_\_\_\_

**CBRE**

**CBRE**  
929 108th Ave NE, Suite 700  
Bellevue, WA 98004  
Phone: 425-455-8500  
Fax: 425-462-6966

© Commercial Brokers  
Association  
ALL RIGHTS RESERVED

**CBA**

Form: 17 Comm  
Seller Disclosure Statement -  
Commercial  
Rev 7/2015  
Page 4 of 6

**SELLER DISCLOSURE STATEMENT  
COMMERCIAL PROPERTY**

If the answer is "Yes" to any asterisked (\*) items, please explain below (use additional sheets if necessary).  
Please refer to the line number(s) of the question(s).

\_\_\_\_\_

SELLER'S INITIALS: JEB DATE: 7/31/2021 SELLER'S INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_



**CBRE**  
 929 108th Ave NE, Suite 700  
 Bellevue, WA 98004  
 Phone: 425-455-8500  
 Fax: 425-462-6966

© Commercial Brokers Association  
 ALL RIGHTS RESERVED



Form: 17 Comm  
 Seller Disclosure Statement -  
 Commercial  
 Rev 7/2015  
 Page 5 of 6

**SELLER DISCLOSURE STATEMENT  
 COMMERCIAL PROPERTY**

**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:**

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

**DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.**

**BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.**

\_\_\_\_\_  
 Buyer Date Buyer Date

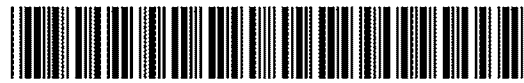
**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

SELLER'S INITIALS: JEB DATE: 2/31/2021 SELLER'S INITIALS: \_\_\_\_\_ DATE: \_\_\_\_\_



**EXHIBIT D**



202111010604

AMENDED LEASE

Rec: \$206.50

11/1/2021 1:57 PM 1 of 4

SNOHOMISH COUNTY, WA

Electronically Recorded

**Return Address:**

Snohomish County Property Management  
3000 Rockefeller, M/S 404  
Everett, WA 98201

**Document Title(s) or transactions contained therein:**

**Amendment No. 2 to Land Lease 05-009**

*50012696.2*  
**CHICAGO**

**Lessor(s)** (Last name first, then first name and initials)

**Snohomish County**

Additional names on page \_\_\_\_ of document.

**Lessee(s)** (Last name first, then first name and initials)

**Bomarc Holdings, LLC**

Additional names on page \_\_\_\_ of document.

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.)

**A Portion of Lot 11, Bomarc Business Park at Paine Field, a portion of the SW quarter of Section 14, Township 28N, Range 4 E, W.M.**

Additional legal is on **Exhibit A** of document

**Reference Number(s)** of Documents assigned or released:

200509020119

Additional numbers on page \_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

**A Portion of 28041400301900**

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page \_\_\_\_ of document

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

**Amendment No. 2 to Land Lease 05-009**

Lessee: Bomarc Holdings, LLC  
Lease No. : 05-009  
Effective Date: August 31, 2021

This Amendment No. 2 to the Land Lease 05-009 is made by and between Snohomish County, a political subdivision of the state of Washington (the "County") as Lessor, and Bomarc Holdings, LLC a corporation authorized to do business in the State of Washington ("Lessee"), as Lessee, under that certain Land Lease 05-009 recorded on September 2, 2005 under Snohomish County Auditor's File No. 200509020119, in which Lessee, Bomarc XI, LLC, leased 146,381 square feet of land,

As amended by Amendment No. 1 recorded on September 5, 2007 under Snohomish County Auditor's File No. 200709050375, in which Exhibit A was amended from 146,381 square feet to 146,388 square feet of land,

As assigned per Bomarc XI, LLC assignment of Land Lease 05-009 to Bomarc Holdings, LLC recorded on November 30, 2007 under Snohomish County Auditor's File No. 200711300731,

And as extended per Bomarc Holdings, LLC's execution of three (3) of five (5) lease option extensions on April 15, 2016 for extension of the lease term for an additional fifteen (15) years to August 31, 2050 (collectively referred to as the "Lease"), and

Whereas, Bomarc Holdings, LLC is selling its building located on this Land Lease 05-009 to the County and, as a condition of the Purchase and Sale Agreement, the Lease shall be terminated upon the closing and Bomarc Holdings, LLC shall assign all ownership rights to the County,

IT IS HEREBY AGREED AS FOLLOWS:

1. **Section 2.01.** Section 2.01 of the lease is deleted in its entirety and replaced with the following:

The term of this lease shall commence on the effective date September 1, 2005 and terminate upon closing date of the purchase sale agreement with the County.

2. **Section 2.02.** Section 2.02 is deleted in its entirety.

3. **Other Terms and Conditions.** All other terms and conditions of the Lease, not inconsistent herewith, shall remain in full force and effect.

Intentionally Left Blank





