

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (“First Amendment”) by and between THE CITY OF SEATTLE, a Washington municipal corporation (“Buyer”), and ELMGROVE, LLC, a Washington limited liability company (“Seller”), amends that certain Real Estate Purchase and Sale Agreement fully executed _____ between the parties for purchase and sale of that certain real property situated in King County, Washington, described in Exhibit A (“Legal Description”) as follows.

1. Subsection 3.3. **Deposit**, is amended as follows: Delete subsection and replace with “**3.3 Deposit. Within ten (10) days of the Effective Date, Buyer will open an escrow account with First American Title Company, 16340 SE 256th St. #B200, Covington, WA 98042 (referred to hereafter as “Escrow Holder” or “Title Company”) and shall deliver to Escrow Holder Fifty Thousand and NO/100 Dollars (\$50,000.00) (the “Deposit”) in immediately available funds, together with the original of the fully executed Agreement. The Deposit shall be applicable to the Purchase Price at Closing, and shall be non-refundable except in event of Seller’s default, Seller’s failure to satisfy its obligations under this Agreement, or Buyer’s decision to terminate the Agreement if Buyer becomes aware of a material environmental contamination issue during Buyer’s investigation of the property described in Section 6, where “material” is defined as any issue that City determines in its reasonable discretion based on any environmental assessment, report or plan concerning the Property that will cost more than \$50,000 to remediate.”**”
2. Subsection 5.5. **Termination**, is amended as follows: Delete subsection and replace with “**5.5 Termination. If any Buyer’s Condition Precedent is not satisfied or waived prior to Closing (or such earlier date as provided elsewhere in this Agreement), then Buyer, in Buyer’s sole discretion, shall have the right to terminate this Agreement by written notice to Seller and Escrow Holder, and the parties shall have no further obligations under this Agreement. Seller shall be entitled to retain the non-refundable Deposit, except in event of Seller’s default, or Seller’s failure to satisfy its obligations under this Agreement, or Buyer’s decision to terminate the Agreement if Buyer becomes aware of a material environmental contamination issue during Buyer’s investigation of the property described in Section 6, where “material” is defined as any issue that City determines in its reasonable discretion based on any environmental assessment, report or plan concerning the Property that will cost more than \$50,000 to remediate, provided that if an environmental contamination issue is discovered, Buyer will make reasonable efforts to reach an agreed solution to that issue pursuant to this Agreement before terminating the Agreement.**”
3. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

Signatures of the Parties to this First Amendment are on the following page.

BUYER:

The City of Seattle, a Washington municipal corporation

By: _____
Jesús Aguirre
Superintendent of Parks and Recreation

Date: _____

SELLER:

Elm Grove, LLC, a Washington limited liability company

By: _____
Name: Brian Hicks
Its: _____