

After recording return document to:

State of Washington
Department of Enterprise Services
Real Estate Services
P O Box 41468
Olympia WA 98504-1468

Document Title: Purchase and Sale Agreement

Seller: The State of Washington, _____, acting through the Department of Enterprise Services

Purchaser: _____

Legal Description: _____, County, Washington

Assessor's Tax Parcel Number: _____

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into between the State of Washington, _____, acting through the Department of Enterprise Services ("Seller"), and _____, whose address is _____ ("Purchaser").

1. Property to be conveyed. Subject to the terms herein, Purchaser and Seller agree to the conveyance from the Seller to the Purchaser of the Property as described on Exhibit A, including all improvements thereon, and any and all personal property used in the operation of the land and improvements. Said property is located at _____, City of _____, County of _____, State of Washington.

Said parcel of land contains approximately ___acres and is further described on Exhibit "A" which is incorporated herein by reference.

2. Effective Date of Agreement. This Agreement shall be effective and binding upon either party only upon such date (the Effective Date) that it has been fully executed and notarized by all parties on the signature pages attached and approved as to form by the Office of the Attorney General. This provision may not be waived by partial performance or otherwise and no reliance shall be placed on this Agreement until it is so executed and approved.. Purchaser must execute the Agreement before a notary public and return it to Seller on or before the close of business on _____.

3. Purchase Price. The purchase price shall be _____.

3.1 Earnest Money. As earnest money, upon execution of this Agreement by both parties, Purchaser shall deposit the principal sum of _____dollars (\$_____) into Escrow which shall be applied to the purchase price at closing. In the event Purchaser does not accept the Property in writing by the end of the Inspection/Evaluation Period per paragraph 6.1 and/or the Title within the deadlines provided in paragraph 5, this Agreement shall terminate and the earnest money shall be promptly refunded to Purchaser. If this Agreement does not close on the date agreed upon, including any extensions, or is otherwise terminated and such failure to close or termination is not due to or allowed by a contingency or other condition set forth under this Agreement and is not the fault of the Seller, then the closing agent shall pay the earnest money deposit to the Seller.

3.2 Payment of Purchase Price. After the subtraction of all credits including any earnest money paid, Purchaser shall pay the balance of the Purchase Price to the Seller on the Closing Date via wire transfer of funds, or a certified check or cashier's check.

4.0 Escrow. The parties shall deposit this Agreement, and such other documents and monies as are required hereby into an escrow (the "Escrow") established with _____ (the "Closing Agent"), whose address is _____.

5. Title. Subject to performance by the Purchaser, the Seller agrees to execute and deliver on the date of closing a Quitclaim Deed to the subject Property free and clear of all encumbrances the Purchaser identifies for clearance pursuant to the following process. At or prior to the end of the Study Period as defined in paragraph 6.1, Purchaser shall provide the Closing Agent and Seller a written identification of any exceptions to title that must be cleared. Upon receiving such notice, Seller shall have ten (10) days to clear such exceptions Purchaser has identified for clearance and so notify Purchaser and the Closing Agent. At the conclusion of said period, if clearance of all objectionable exceptions has not been arranged, Purchaser who may then either:

a. Terminate this Agreement, by written notice to Seller at least three days before closing, thereafter neither party shall have any further rights or liabilities hereunder and the cash deposit/earnest money and any accrued interest, less extension fees paid, shall be returned/paid to the Purchaser: or

b. Waive its objections to title or reach a written agreement with Seller (a copy of which the Purchaser must provide the Closing Agent) as to such objections and, in such event, the parties shall close the transaction contemplated by this Agreement, subject to such exceptions that have not been eliminated by waiver or agreement. Failure to timely provide a termination notice under 5a shall be deemed a waiver.

6 Inspection/Evaluation, No Warranties, and Approvals.

6.1 Inspection/Evaluation of Property. Seller shall within 7 business days of the full execution of this Agreement provide or make available to Purchaser for inspection and copying to the extent available or within Seller's possession or control, copies of all contracts, appraisals, environmental surveys or audits of the Property or the improvements, tenant leases, certificates of occupancy, soils reports, real property records, including copies of property tax assessments, LID proposals, agreements, leasing proposals. Seller shall also provide other documents and information in the possession and control of Seller which Purchaser requests that are reasonably necessary to conduct Purchaser's review of the Property.

Purchaser shall have until the expiration of thirty (30) days after the effective date of this Agreement (referred to herein as the Inspection/Evaluation Period) in which to conduct its review of the Property and accept the Property. Said review may include periodic physical and engineering inspections of the Property. Seller agrees to cooperate with and assist Purchaser in the physical inspections of the Property and such documents, books, records and information, provided that such inspections shall be conducted during normal business hours or at such other time as is reasonable and necessary to conduct the inspection. Purchaser shall repair any damage to the Property caused by Purchaser, its employees or agents during such inspections, to as near as may reasonably be achieved a condition as good as or better than it was prior to the damage, to as near as may reasonably be achieved a condition as good as or better than it was prior to the damage.

6.2 No Warranties. Purchaser specifically acknowledges and agrees that (1) Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property, and (2) the Property is conveyed to Purchaser in an "As-Is" and "WITH



ALL FAULTS" condition as of the date of closing, including, without limitations, the condition or stability of the soils or ground waters, the presence or absence of hazardous materials on or under the Property, suitability for any construction or development, zoning and similar matters.

6.3 Approvals of Leases, Title Report and Hazardous Waste Audit.

This Agreement is subject to the Purchaser obtaining and approving the following approvals no later than the close of business thirty (30) days before the closing date:

6.3a. Receipt, review and approval of any leases on the land and/or improvements;

6.3b. Receipt, review and approval of a preliminary title report; and

6.3c. Receipt, review and approval of a hazardous waste audit, if applicable.

6.4 All utilities such as electricity, water, natural gas, oil and real property taxes shall be prorated to the date of closing.

6.5 Any special assessments, L.I.D. assessments and R.I.D. assessments which are levied against the property at the time of closing, shall be paid in full by the Seller.

7.0 Date of Closing. Closing of this transaction shall occur in the offices of the Closing Agent, on or before _____ days following the Inspection/Evaluation Period as defined in paragraph 6.1. For purposes of this Agreement the "closing" shall have occurred when all appropriate documents are recorded and the proceeds required for the sale are disbursed to Seller.

7.1 In the event the Purchaser wishes to extend the closing date, the Seller agrees that the Purchaser may extend the closing date for a period of _____ days or less, a period of _____, by paying _____ (\$ _____) for each extension period, which is non-refundable, and shall not apply to the purchase price at closing.

8.0 Closing Costs. Seller shall pay the following costs and expenses in connection with this transaction:

- a) Seller's attorneys' fees;
- b) One-half (½) escrow fee;
- c) Real property taxes shall be prorated to the date of closing and transferred into the name of the Purchaser upon closing, unless the Property is leased to Seller, in which case the terms of the lease concerning taxes shall govern;
- d) All special assessments, L.I.D. assessments, and R.I.D. assessments affecting the Property shall be prorated to the date of closing and paid by Seller up to the date of closing;
- e) Real estate excise taxes or transfer taxes due on the conveyance, if any;

Purchaser shall pay the following costs and expenses in connection with this transaction:

- a) Purchaser's attorneys' fees;
- b) One-half (½) the Escrow fees;
- c) Fees for recording of the Quitclaim Deed;

- d) Real property taxes shall be prorated to the date of closing with Purchaser paying the portion accruing for the period after the date of closing, if applicable. The state of Washington is real estate tax exempt.
- e) All special assessments, L.I.D. assessments, and R.I.D. assessments affecting the Property shall be prorated to the date of closing and paid by Purchaser after the date of closing;
- f) Title insurance premium or abstract fee and sales tax thereon, if any;
- g) Any real estate brokerage commissions or fees due on the transaction.

9. Governmental Approval. If the approval of any governmental agency is required for the sale of the Property, it is understood and agreed that this Agreement is subject to obtaining such approval. The closing date shall be extended, subject to the limits in paragraph 7.1 of this Agreement, for such period as may be required to obtain such approval.

10. Survey; Subdivision. In the event a city, county, or other governing authority having jurisdiction over the Property requires a survey or plat or has a subdivision ordinance, Purchaser shall, at Purchaser's expense, comply with such ordinance and take all steps necessary to obtain such survey, plat or subdivision. Seller agrees to cooperate with Purchaser in obtaining the necessary approvals. The closing date shall be extended, subject to the limits set forth in paragraph 7.1 of this Agreement, for such period as may be required to obtain such approval.

11. Possession. Purchaser shall be entitled to possession of the Property upon the date of closing, subject only to such matters approved in writing by Purchaser.

12. Commission. Seller warrants and represents to Purchaser that Seller is responsible for all real estate brokerage commissions or fees of any kind or type that are due and payable on this transaction.

13. Governing Law; Venue. This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Thurston County, Washington.

14. Time is of the Essence. Time is of the essence in the performance of any obligations pursuant to this Agreement. Failure of either party to insist upon the strict performance of the other party's obligation hereunder shall not constitute a waiver of strict performance thereafter of all of the other party's obligation hereunder.

15. Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties or as otherwise specifically provided in this Agreement. No failure by Seller to insist upon the strict performance of the Purchaser's obligations hereunder shall constitute a waiver of strict performance thereafter of all of the Purchaser's obligations hereunder. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller and Purchaser and their respective legal heirs, legal representatives, successors and assigns. This provision shall survive closing.

16. Notices. Any notices required or permitted to be given shall be in writing and delivered either in person or by certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as may be designated by either party:

SELLER: STATE OF WASHINGTON
The Department of Enterprise Services
ATTN: Stefanie Fuller, Real Estate Services
Post Office Box 41468
Olympia, Washington 98504-1468



PURCHASER: _____

Any notice given pursuant to this Agreement shall be deemed effective the day it is personally delivered or three (3) business days after the date it is deposited in the United States mails.

17. Entire Agreement. All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may not be changed or terminated orally under any circumstances and further may not be changed in a writing if such writing is not signed by all parties, unless otherwise specifically provided herein.

18. Leases. All leases on land and/or improvements on the property shall be assigned to the Purchaser at the time of closing. All rents, including prepaid rents, if any, shall be prorated to the date of closing and any damage or security deposits affecting terminated tenancies shall be refunded at closing to the tenant entitled thereto or paid to the account of the Purchaser in accordance with the terms of the lease or rental agreement. Tenancies to be continued shall be assigned to Purchaser.

19. Indemnity. Purchaser shall indemnify, and hold Seller harmless from and against any claims, actions, costs, expenses and liabilities, including without limitation payment of reasonable attorneys' fees, which Seller may suffer or incur as a result of (i) any tortious action or inaction of Purchaser, its agents or employees occurring before the closing; (ii) any misrepresentation in or omission of any material documents, items or information to be submitted by Purchaser to Seller relating to the Property or its operations known by Purchaser; and (iii) any failure of Purchaser to perform any of its obligations hereunder. This provision shall survive closing.

20. Non-Foreign Affidavit. Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code, as amended, and the regulations promulgated thereunder. Seller shall, upon request of Purchaser, complete an affidavit to the effect.

21. Assignment. Upon written agreement of the parties, all rights, title and interest of Purchaser herein may be assigned.

22. Default; Remedies; Specific Performance. In the event of material breach or default in or of this Agreement or any of the conditions or provisions hereof by Seller, Purchaser shall have, in addition to a claim for damages from such breach or default and without prejudice to any other right or remedy available under this Agreement or at law or in equity, the right to (a) demand and have specific performance of this Agreement; (b) demand injunctive relief to enforce any provision of this Agreement; or (c) terminate this Agreement upon written notice without any additional liability to Seller and Purchaser shall be entitled to a full refund of any payments outlined herein. In the event of a material breach or default in or of this Agreement or any of the representations, terms, covenants, conditions or provisions hereof by Purchaser, Seller's remedy shall be as allowed by law; provided, if Seller is entitled to obtain the earnest money per paragraph 3.1, that remedy shall be Seller's sole remedy..

23. Merger of Prior Agreements. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.



24. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the parties preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

25. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

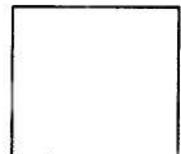
26. Remedies Cumulative. Except as otherwise expressly provided herein, the rights and remedies given herein to Purchaser and Seller shall be deemed cumulative, and the exercise of one or more of such remedies shall not operate to bar the exercise of any other rights reserved to Purchaser or Seller under the provisions of this Agreement.

27. Release. All parties to this Agreement hereby release each other from any and all claims involving the Property, except for any future claims brought for the sole purpose of enforcing the terms of this Agreement.

28. Purchaser's Title Information. Unless otherwise notified by Purchaser in writing prior to the date of closing, Seller shall convey the Property to Purchaser as follows:

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

Exhibit "A" – Legal Description



IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

By: _____
Title: _____
Date: _____

STATE OF WASHINGTON
The Department of Enterprise Services

By: _____
Donald J. Becka, Real Estate Manager
Real Estate Services, Facilities Division

Date: _____

By: _____
Thomas R. Henderson, Assistant Director
Facilities Division

Date: _____

APPROVED AS TO FORM:

Date: _____

By: _____
Assistant Attorney General

STATE OF _____)
) ss.
County of _____)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me _____ to me known to be the individual(s) described in and who executed the within instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the purposes and uses therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me DONALD J. BECKA, Real Estate Manager, Real Estate Services, Facilities Division, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this _____ day of _____, 20____, personally appeared before me THOMAS R. HENDERSON, Assistant Director, Facilities Division, the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that (s)he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,
Residing at _____
My commission expires _____

Disposal No. XX-XX-XXX
(Olympia) SJF/lom

Date: _____
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EXHIBIT "A"

LEGAL DESCRIPTION