

2011-137

**Facilities Management Division  
Real Estate Services Section  
Workload Forecast**

*Written in response to:*

**King County 2011 Budget  
Ordinance 16984  
Section 27 Proviso 2  
Response**

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## **Facilities Management Division Real Estate Services Section Workload Forecast Report**

The Facilities Management Division (FMD) of the Department of Executive Services (DES) has three major lines of business: 1) management of King County's real estate portfolio, 2) maintenance and operations of King County General Government buildings, and 3) the Capital Improvement Program (CIP) for general government and park facilities and properties. Each of the major business lines is managed by an individual section within FMD. This report focuses on the five-year outlook for the Real Estate Services Section (RES), which is responsible for the management of King County's real estate portfolio.

### **Executive Summary**

FMD's RES Section performs a number of functions fundamental to the ownership and use of King County's real property. It is the organization solely responsible for the full range of administrative processes in acquiring, disposing, inventorying, leasing and managing real property. It is also responsible for review and approval of all franchises, permits, and easements providing access to and use of county rights-of-way (ROW) by non-county entities.

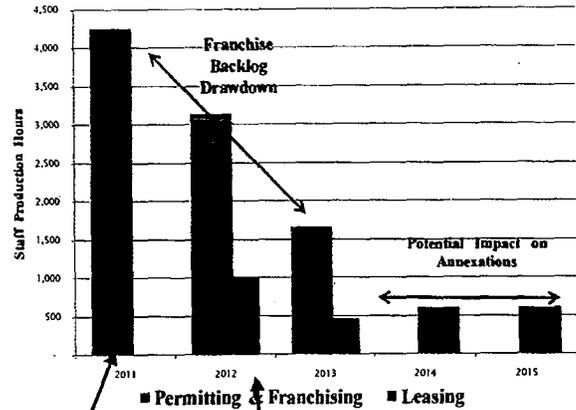
RES' total workload is expected to slightly increase over the next five years, through 2015. Two units, the Leasing/Sales Unit and the Permitting/Franchise Unit project increasing workloads in their lines of business. In the case of the Leasing/Sales Unit, transactional work is anticipated to increase as the county's facility portfolio contracts, consolidates and downsizes space. For example, as county government shrinks there will be a corresponding need to negotiate lease amendments and terminations and sell surplus property. In the case of the Permitting/Franchise Unit, the workload increase is not the direct result of increased workload drivers; rather, it is the result of a concerted effort to reduce an existing backlog of franchise and special use permit work accumulated over several years. This growing backlog, generated through applications by private utilities and other non-county users of ROWs, needs to be eliminated to provide a reasonable level of customer services to utilities, other franchise holders and other users of county ROW. To address the peak in workload due to the backlog, a combination of staff reassignments and temporary staffing will be used. Figure 1 RES Workload Forecast on the following page graphically displays RES forecast by unit from 2011 through 2015.

Figure 1 Real Estate Section Workload Forecast

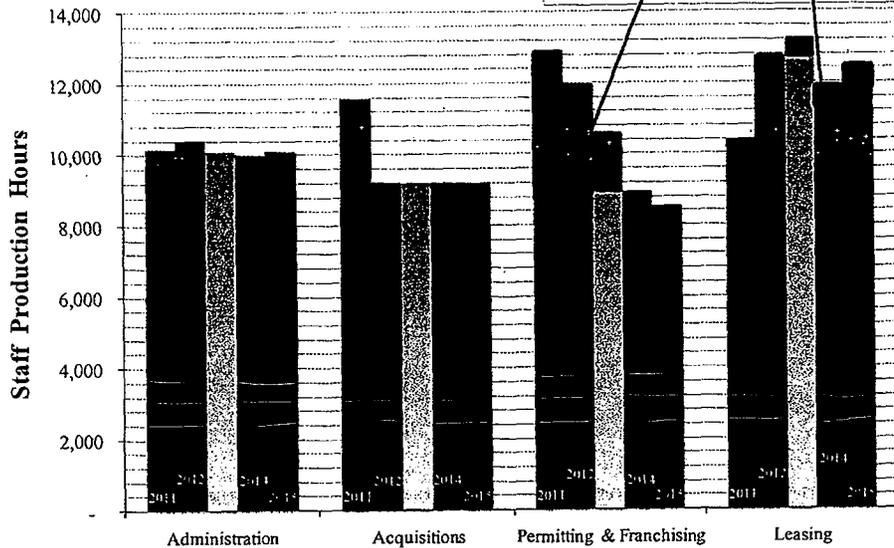
**Workload Management Principles:**

Permit/Franchise backlog to be addressed as follows: 1) improved efficiency from existing permits staff through training, developing standardized contract and legislation forms/ formats; 2) budgeting 1-2 franchise assignments to experienced Leasing/Sales and Acquisition agents; and 3) TLT assistance.

**Workload Forecast Backlog Estimate**



**Real Estate Section Workload Forecast by Unit 2011-2015**



The Staff Production Hours are calculated by starting with 2088 full time hours, then reducing by 248 hours for holidays and sick leave, then reducing by 240 hrs for vacation and Executive leave then reducing by 40 hours for the five furlough replacement days and finally reducing by 80 hours for training, meetings and other non-billable time resulting in 1,480 hours per FTE.

RES staff often works closely with staff of the King County Department of Transportation, Road Services Division (RSD). However, the RSD Capital Improvement Program (CIP) budget and workload is not the main driver of current and future RES workload. The expected increase in RES lease transactional work relates to shrinking of existing King County programs and staffing due to current and anticipated budget cuts across all county agencies. RES work in permitting and franchising is driven by non-county entities seeking use of county ROW. Reductions in the RSD CIP are not expected to have a significant impact on RES ROW - related workload.

## Background

### 2011 Budget Proviso

This report fulfills requirements set forth in a proviso to the adopted King County 2011 Budget. Section 27, Proviso 2 of Ordinance 16984, adopting the 2011 Budget, requires the FMD Director to report on the projected annual revenue, workload, and staffing needs for RES. The proviso places a \$100,000 expenditure restriction on the FMD Internal Service Fund budget until the requirements are fulfilled.

#### *Proviso Excerpt*

*This proviso requires the manager of the facilities management division to report on the projected annual revenue, workload and staffing needs of the real estate services section in 2011 and through 2015. The report shall be prepared with input from the manager of the roads services division to ensure that the impacts of the enacted 2011 mid biennial budget supplemental appropriation ordinance are accurately reflected in the real estate services projections.*

Although the proviso clearly emphasizes the impact of the RSD budget on RES, the proviso requirements apply to all RES programs, revenues, workloads, and staffing. The proviso also requires the FMD Director to meet with council staff to develop a template for reporting the projections that includes, but is not limited to:

- 2011 revenue projections that identify revenues by appropriation section number and "low org" unit, i.e., an appropriation unit in the county's accounting system, account number, and account title;

- Staffing projections that identify staff by group (administration, acquisitions, permits and leasing), by position title, by salary, by benefits and by percentage billed to non-general fund sources; and
- Workload projections that identify activities sorted by group except that the administration group shall be sorted by position, and for each activity, identify frequency, hours of staff time, billable hours if applicable, non-General Fund revenue and General Fund revenue.

The proviso specifies that the FMD Director shall meet with Council staff to develop templates for reporting the required information. This meeting was held on February 2, 2011. The templates developed during the meeting, completed with the requested data, are contained in Appendix A to this report.

## **RES Responsibilities**

Property assets (both leased and owned) are important strategic resources that are expensive to build, maintain, and manage over time. They enable and support a broad range of the county's service delivery functions, with significant associated costs and levels of investment. In an environment of constrained resources, property investments need to be clearly justified and correctly prioritized.

Consistent with King County's Strategic Plan, FMD/RES manages the county's assets in a way that maximizes their productivity and value (Objective 2: Strategy 2a).

The principal aim of the FMD RES Section is to ensure that: 1) the opportunity cost of financial resources tied up in land and buildings is minimized, and 2) the capital and revenue expended on the county's real estate portfolio are efficiently and effectively directed to provide the greatest value to the county's business strategies and service delivery requirements. A robust real property portfolio plan, continuously reviewed, is a tool that can:

- Help to prioritize spending decisions.
- Ensure property decisions are consistent with service requirements.
- Identify opportunities for innovation.
- Provide a context for evaluating capital projects.
- Provide a basis for developing public-private partnerships.

- Identify assets suitable for investment or disposal.
- Identify opportunities to increase income generation or reduce expenditures.

As detailed in

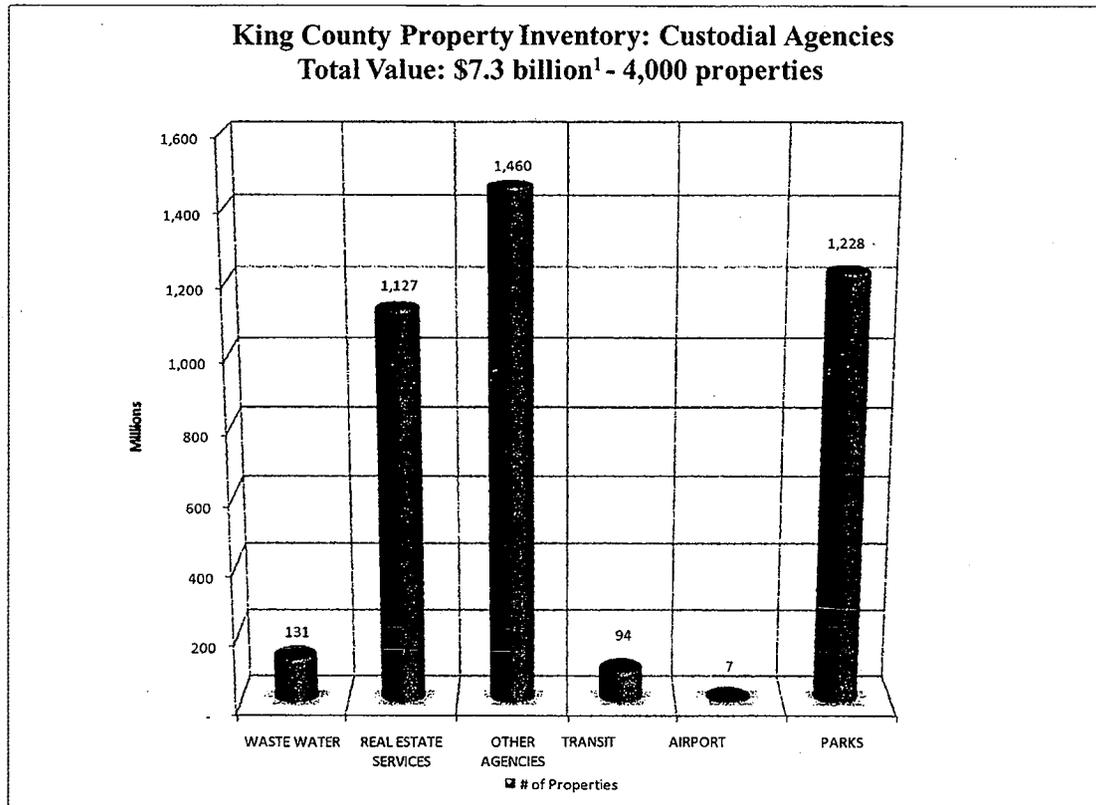
**Table 1** below, FMD is responsible for managing an inventory of all county-owned and leased real property.

**Table 1 FMD Real Estate Services Section – King County Code References**

<b>King County Code References</b>
<ul style="list-style-type: none"> <li>• KCC 2.16.035 Section E provides that the duties of the Facility Management Division include:               <ul style="list-style-type: none"> <li>○ to manage all real property owned or leased by the county ensuring that properties general revenues closely approximating fair market value with the exception of open space, trail, park and other natural resource properties as well as real property and interests in real property necessary for the departments of transportation and natural resources and parks.</li> <li>○ to issue oversized vehicle permits, franchises and permits and easements for the use of county property except franchises for cable television and telecommunications;</li> <li>○ to assist county agencies in the acquisition of appropriate facility sites;</li> </ul> </li> <li>• KCC 4.36 provides that all rentals covering King County tax property and King county fee simple property shall be paid to the FMD with FMD staff responsible for keeping records of all rentals collected, crediting to each piece of property the amount of rentals received, and depositing with Finance department.</li> <li>• KCC 4.44 provides that FMD conduct sales of all county tax title property.</li> <li>• KCC 4.56 details that FMD manages the county's surplus property program as well as the county's financial investment properties.</li> <li>• KCC 4.56.060 further defines FMD's real property responsibilities as acting under the supervision of the county administrative office, FMD is the sole organization responsible for the administrative processes of acquiring, disposing, inventorying, leasing and managing of real property, the legal title of which rest in the name of the county, or which the county manages in a trust capacity.</li> <li>• KCC 6.27 details that right of way franchises for utilities shall be reviewed by the Department of Executive Services which as designated FMD as the reviewer and that the real estate services section has the authority to be reimbursed for all costs resulting from the issuance, renewal or amendment of a franchise.</li> <li>• KCC 14.44 stipulates that the Real Estate Services section shall issue all construction permits for work performed in the county right-of-way by those holding franchises. The Real Estate Services section shall coordinate the review by all departments of right-of-way construction permit applications.</li> <li>• KCC 14.45 provides that the Real Estate Services section shall issue right-of-way agreements for wireless minor communication facilities located or constructed within the count right-of-way. The RES section is responsible for ensuring that the proposed facility is located, designed, and proposed to be construction in a manner that complies with all county policies and costs.</li> <li>• KCC 14.46 provides that FMD shall issue permits for all utility construction work and other uses performed upon, along, over, under or across any public place in King County on King County owned real property which is not dedicated as a right-of-way.</li> </ul>

As of January 1, 2011, it is estimated that the County owns approximately 4,000 parcels of land with an assessed value of \$7.3 billion<sup>1</sup>. Figure 2 below displays both the number of properties and the value by custodial agency. “Custodial agency” is a term that applies to the King County entity whose fund acquired the property. FMD/RES is the “Custodial Agency” for all General Fund property. RES has overarching responsibilities for all county-owned properties, regardless of who is the designated “custodial agency.”

**Figure 2 King County Property Inventory\***



\* NOTE: This Figure does not include Harborview Medical Center facilities, which are also owned by King County.

FMD (acting under the supervision of the County Administrative Officer) is the sole organization responsible for the full range of administrative process in acquiring, disposing, inventorying, leasing and managing real property. The Department of Natural Resources and Parks (DNRP), and the Department of Transportation (DOT), have some limited authority with regard to property management:

<sup>1</sup> This is a rough order of magnitude estimate using the King County Comprehensive Annual Financial Report (CAFR) for 2009.

- DOT/Transit is authorized to acquire properties.
- DNRP has authority to acquire open space, trail, park, agriculture and other natural resource real properties and has very narrow and limited authority to negotiate and manage concessions, which includes the right to allow concessionaire's use of King County property.

Table 2 Real Estate Functions in King County

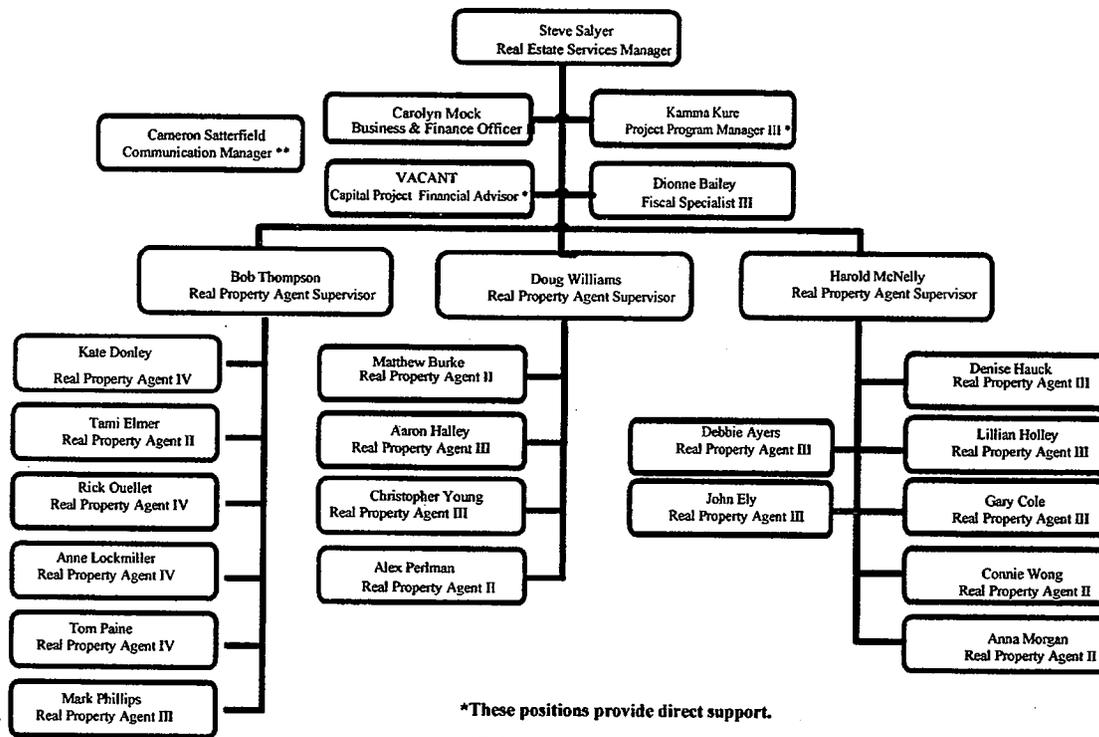
Real Estate Functions in King County	FMD	DOT: Transit	Parks & Open Space	Water Quality	DOT: TOD	OIRM	Comments
Outside leasing	X						
Leasehold Management	X	X	X				Transit and Parks concessions only
Real Estate Records	X	X	X	X	X		
Maintain Inventory	X						
Surplus Sales	X						
In-House Brokerage	X						
Auction	X						
Franchising Permits	X				X		Cable Communications
ROW Construction	X						
Special Use	X						
Acquisition Agents	X	X	X	X			
Appraisals	X						
In-House Appraisals	X			X			
Peer Review Contracted Appraisals	X		X	X			
Relocations	X						
Title Searches	X		X				
Easements	X						

The King County Code (KCC) designates a number of property-related actions and processes as the responsibility of FMD (or RES, specifically). RES duties align in two general types of business services: 1) management of all real property owned or leased by the County, and 2) administration of permits, franchises, and easements related to various uses of county fee-owned properties and ROW. As the County's property manager, RES is primarily responsible for administrative processes related to property management, i.e. maintaining the County's property database and conducting most transactions and payments for County properties. RES is also responsible for reviewing franchises and easements for the use of county properties and ROWs – including approval of construction permits for such franchises and easements, such as installation of utilities under county roads, wireless towers on county properties, and the like.

**RES Organizational Structure**

RES is composed of three units with 26 budgeted full time equivalent (FTE) positions: the Acquisition Unit, the Permitting and Franchising Unit, and the Leasing/Sales Unit. There is also an administrative group that reports to the RES Manager. Figure 3 below displays the Real Estate Services organization by unit, position and employee name.

**Figure 3 FMD Real Estate Services Organization Chart**



\*These positions provide direct support.

\*\*This position is jointly funded by FMD and the DES Director's Office, and has a dual reporting relationship.

Although RES is organized into three units, accomplishing complex real estate matters require a blurring of organizational lines. The complexity of the projects often can require support from several units. RES personnel are experienced industry professionals skilled in how to work within the county system and generally knowledgeable in the work performed by all three units. Because of the high overall competency level, individuals from one unit are sometimes assigned to work in another unit in order to address high priority projects.

The responsibilities for each unit are described below.

### **Acquisition Unit**

The Acquisition Unit of RES provides property acquisition and appraisal services. The unit includes acquisition agents, appraisers, and other technicians providing a full range of real estate advisory, valuation, and acquisition services (title, escrow, etc.). The appraisers provide advisory services not only to the acquisition agents, but to other professionals in the Section handling surplus sales and leasehold management services. There are eight FTEs in this unit, performing the following functions:

- **Property Acquisitions:** With property acquisitions, there is a wide array of property sizes and complexity of transactions. However large or complex, there are basic steps associated with all acquisition transactions: negotiations with property owners, drafting purchase agreements, drafting legislative packages (cost estimates, ordinances, transmittal letters, and related documents), and facilitating prosecutor, executive, and council review of proposed acquisitions. The steps include:
  - Working with King County agencies to determine their acquisition needs (size of property or building, location, design features, functional adjacencies, amenities required, available funds, etc.);
  - Maximizing value to the County by leveraging existing assets for use by others and leveraging potential new acquisitions for multiple county users;
  - Validating property goals of an agency to determine if co-location of other county operations is possible;
  - Providing valuation services and/or working with real estate consultants (brokers, appraisers) to determine values of potential acquisition;
  - Negotiating purchase and sale agreements;
  - Drafting legislative packages for transactions (ordinances, cost data, transmittal letters, purchase and sale agreements and attendant legal documents); and
  - Facilitating Prosecuting Attorney Office, Executive, and Council review of proposed transactions and legislative packages.
  
- **Condemnation:** On the rare occasion, King County must invoke property condemnation procedures. Due to the skill of staff in the Acquisition Unit, King County is rarely required to condemn property. RES personnel are experts in working with property owners to ensure that they are offered fair and reasonable compensation for their property, while maintaining a balance to ensure King County, as buyer, does not pay too much. Personal customer service involves explaining county projects or needs, addressing seller's questions and concerns, and assisting with relocation. However, on the exceptional occasions where

condemnation becomes necessary, the Acquisition Unit manages/facilitates the condemnation process.

- **Appraisals:** Preparing real estate appraisals, managing contract appraisers, writing or reviewing appraisal reports and documents and providing valuation advisory services for acquisition and leasing.
- **Rights of Entry:** Negotiating agreements with property owners to allow King County staff or consultants to enter property for purposes of CIP planning/design (such as land surveying, soils testing, access to construction sites, staging, etc.), obtaining permits, construction work, or environmental mitigation monitoring.
- **Relocations:** In conformance with federal law, assisting property owners (residents and businesses) with relocations after King County acquisition of their property.

As contemplated in the proviso, the Acquisition Unit's workload is, in part, determined by the RSD CIP. In recent years, however, the workload driver for this unit has shifted towards other areas. Examples include:

- Assisting in major real estate or CIP initiatives, such as the proposed sale of Summit Pit and the proposed redevelopment of the Youth Services Center. The Acquisition Unit provides hands-on expert valuation services, tests the market for property sales, and manages real estate consultant contracts in support of large strategic initiatives; and
- Marketing of professional acquisition, relocation, and appraisal services to other jurisdictions.

To help the reader understand the type of work performed by the Acquisition Unit, Appendix B contains an example of a purchase and sale agreement associated with large property acquisition.

### **Permitting and Franchising Unit**

The Permitting and Franchising Unit consists of five FTEs. The unit handles negotiations and processing for a range of activities involving the use of county-owned property: utilities franchises for county ROW, construction permits in county ROW, easements, vehicle use permits, and special use permits. Each of these types of transactions addresses a different customer need to use county property:

- **Franchises:** Franchises are, essentially granting the right of use of county ROWs by utilities, e.g. lines under county roads, wirelines, etc. Applications to run utilities' conveyances in a county ROW, including related use fees, are reviewed and approved by the Permitting and Franchising Unit staff.

- **ROW Construction Permits:** ROW Construction Permits allow the installation or maintenance of particular utility franchises in the ROW. These permits set the conditions for the utilities' installation work.
- **Easements:** Easements are dedicated perpetual rights of access and/or specific use of real property. The Permitting and Franchising Unit is responsible for negotiating easement terms and conditions with parties seeking easements on county lands. Establishing the value of easements is closely coordinated with the appraisers in the Acquisition Unit.
- **Special Use and Vehicle Permits:** The Permitting and Franchising Unit also reviews and approves permits for uses of county ROWs. There are three general categories of these types of permits: "overlegal" hauling permits (allowing overweight and/or overheight hauling on county roads), and both fee and non-fee Special Use Permits granting temporary use of county ROWs (i.e., private or community activities requiring exclusive use of county roads such as parades, block parties, etc.).

The Permitting and Franchising Unit staff responsible for these various uses of county properties rely on the Maintenance Section of the RSD for onsite inspection and monitoring for permit compliance in road ROWs. The RSD Utility Inspection Unit ensures that franchised utilities are constructed and maintained as approved. It charges a separate inspection fee for this work.

Permitting and Franchising Unit staff manages the types of transactions described above to provide maximum benefit to the County and the public. The benefit is considered in two ways: quick disposition of public and private requests for the use of county ROWs, and ensuring sufficient financial return to the County for such use through franchise rates and permit fees. Both the unit and the division use various methods to ensure ongoing benefit to the County:

- Tracking the number of permits and other transactions processed and the permit processing times;
- Documenting criteria used to determine the value of easements and annual fees for use of county property, utilizing commonly accepted appraisal principles;
- Presenting proposed ordinances adjusting fee revenues where advantageous to county finances or to provide equity in a changing market;
- Participating on the Utilities Technical Review Committee (UTRC);
- Working closely with RSD Utility Inspectors to preserve and protect county ROWs by minimizing safety risks and ensuring utility construction allows for future ROW uses and complies with all county regulations and standards;

- Making sure applications (and application review processes) clearly identify the timeline for review, the basis for review standards, and allow for online application and review of permit status; and
- Working with wireless telecommunications providers to ensure compliance with all applicable county policies and standards to preserve visual aesthetics and minimize disruption to future use of county ROWs.

Although the Permitting and Franchising Unit works closely with the RSD Utility Inspection Unit in the daily management of the ROW, this unit has no interdependency with the RSD CIP. Workload is driven primarily by the volume of permits requested, and the number and complexity of franchise requests. These requests are not projected to diminish over the next five years. On the contrary, there is a backlog of franchise requests that needs to be addressed in the immediate future.

To help the reader understand the type of work performed by the Permitting and Franchising Unit, Appendix C contains an example of: 1) a ROW Construction Permit, 2) a Special Use Permit, and 3) a Franchise Agreement.

### **Leasing/Sales Unit**

The Leasing/Sales Unit provides lease management of King County properties, transactional work in leasing County and private space, property sales of all surplus and county-owned property, support for strategic planning projects, surveying and reports, and the tax title property program.

- **Leasing (New, Renewals, and Amendments):** The unit performs lease management of King County properties including financial investment properties, the King County International Airport, general government buildings, and leases of county-owned property to wireless telecommunication providers. This group also leases outside space in privately owned buildings for County use as necessary. The 2011 Long-term Lease Fund, which is managed by RES, has over 56 leases providing office space, storage, and Public Health clinical services. These leases provide county functions roughly one million square feet of space and have an annual rental value of \$23 million.

Leasing of private properties from non-county landlords and leasing county properties to private entities is a complex process, requiring experts knowledgeable in the field. Regardless of whether the county is the lessor or lessee, there are numerous steps required to secure a lease agreement:

- Working with King County agencies to determine their needs as a tenant (size of lease, location, functional adjacencies, amenities required, available funds, etc.) or to determine size and amenities associated with county-owned properties available to lease to others;

- Working with the Acquisitions Unit and real estate consultants (brokers, appraisers) to determine values of leaseholds;
  - Marketing leases and/or searching the market for sites to lease;
  - Negotiating lease agreements;
  - Drafting legislative packages for leases (ordinances, cost data, transmittal letters, lease agreements and attendant legal documents); and
  - Facilitating review by the Prosecuting Attorney's Office, the Executive, and the County Council of proposed transactions and legislative packages.
- **Surplus and sales:** In addition to leases, the Leasing/Sales Unit handles all surplus sales of King County properties. The surplus process, as prescribed in King County Code, involves multiple, often complex steps:—
- Working with King County custodial agencies to determine if properties are surplus to their needs;
  - Reaching out to other King County departments/entities to see if there are other county uses for the subject property;
  - Working with King County Department of Community and Social Services and other entities to determine if surplus properties are viable for affordable housing;
  - Coordinating with the Acquisition Unit, which provides valuation services for surplus sales;
  - Marketing surplus properties;
  - Negotiating purchase and sale agreements;
  - Drafting legislative packages for property sales (ordinances, cost data, transmittal letters, purchase and sale agreements and attendant legal documents); and
  - Facilitating Prosecuting Attorney Office, Executive, and Council review of proposed transactions and legislative packages.
- **Tax Title Properties:** The unit inspects and protects the county's tax title properties and fee-owned properties for which FMD is the custodian. These properties are generally of little value, with fee-owned properties being primarily small open space plots deeded to the County as part of development mitigations associated with changed land use. Properties that are not actively used for King County purposes, but are not viable for sale, are managed by the Leasing/Sales Unit. There are 944 tax title properties with an estimated assessed value of \$7.6 million.
- **NPDES:** Work related to the county's National Pollutant Discharge Elimination System (NPDES) surface water program will dramatically increase the amount of inspection, reporting, and response on county tax-title, financial investment, and other county property for which RES is responsible. This will require additional

staff training, including internet and technical support. This work was previously linked to a position eliminated in the 2011 budget.

The only regular overlap between the Leasing/Sales Unit workload and the RSD budget is the surplus sale of properties originally acquired, but ultimately not needed, for road widening projects. This represents a very small fraction of the unit's work. Additionally, in recent years, the RSD has turned to this unit in the hopes of marketing and selling surplus real property for which the RSD is the custodial agency. Unfortunately, in the current real estate market, such properties have been difficult to sell at an optimum price.

By far, the most significant workload drivers for the Leasing/Sales Unit are management of leaseholds and the sale of non-Roads properties. The workload of this unit is projected to increase in the near term. It is a RES goal to support County agencies business plans and strategies. As King County departments and entities downsize, properties are likely to become surplus. Also, county departments are looking to sell unused properties as a source of revenue. During transitional times, as services downsize, existing leaseholds in privately owned buildings are likely to be eliminated, which will require negotiation and production of formal early termination agreements with landlords.

There are currently seven FTEs in the Leasing/Sales Unit, including one on loan from the Acquisition Unit.

To help the reader understand the type of work performed by the Leasing Unit, Appendix D contains examples of: 1) a lease agreement, 2) a surplus sale contract and, 3) a purchase and sale agreement associated with a large property.

### **Administration**

The RES Section includes six positions providing a broad range of administrative and technical support:

- Real Estate Services Manager
- Business Finance Officer II
- Fiscal Specialist III
- Project Program Manager III
- Capital Projects Financial Advisor
- Communications Manager

The **Section Manager** is responsible for all real estate activities carried out by RES staff.

The **Business Finance Officer II** and **Fiscal Specialist III** provide fiscal services to the Section and support to the FMD Director's Office. Collectively, these two positions handle the receipt of payments, payment of vendor invoices, payroll, billings, lease collection, and general accounting functions for RES.

The Business Finance Officer II position processes monthly rent and operating cost payments for space leased by the County under long term leases; collects revenue from county agencies housed in leased space; generally oversees the financial activity of the Long Term Lease Fund; and manages all general accounting and administrative support for RES. This position prepares and monitors the RES operating budget and related financial reporting during the year. In addition, this position processes contracts, provides cost information for preparing county properties for sale, and verifies collection and distribution of sale proceeds.

The Fiscal Specialist III position collects and deposits all payments received related to RES activity, processes all vendor invoices and processes the section's payroll. This position prepares all billings for services provided by the Acquisition Unit. In addition, this position processes payroll. Lastly, this position also performs miscellaneous administrative duties in support of the RES Section.

The **Project Program Manager III** (PPM III) position is responsible for providing technical support to the Long Term Lease Fund by developing lease budgets and calculating lease charges for multi-tenant buildings such as the Chinook Building and King Street Center. This effort involves reconciliation of leases and historical lease payments and development of a budget, including contingency for inflation increases to charges for operations above the base rent amount for the upcoming year. Typically there are also routine activities associated with monitoring charges to the Long Term Lease Fund, and considering budget adjustments for new or terminated leases. This position also creates models to allocate lease costs to agency tenants in the King Street Center, Graybar Building, and the Chinook Building. This position maintains information related to department occupancies in county owned and leased facilities and also calculates occupancies in FMD operated buildings through use of CAD and Standardware software and assists the FMD Finance Manager in developing FMD's per-square-foot charges for building operations. This per square foot occupancy data is used as a technical foundation for financial analysis on space options, the King County Strategic Space Plan, the FMD rate model, agency considerations of potential downsizing or reconfigurations, and in responding to requests from both county and non county entities related to space occupancies and numbers of employees occupying county owned or leased buildings.

The PPM III position provides space planning and coordination for all short-term moves (moves expected within the next two to three years). This work is critical to achieving space savings as county agencies downsize. Activities typically include matching up agency space requirements to available space vacancies, coming up with space solutions to agency programmatic needs, assisting agencies in surplussing equipment and downsizing files, providing advice with regard to tenant improvement costs and furniture configurations, and coordinating the installation of modular furniture, tenant improvements, and moves. This position also monitors actual expenditures in the context of available budget and provides baseline financial assessments of individual moves. This position is essential to the County's current efforts to downsize space occupancies and is developing the technical foundation in support of considerations of downsizing options and

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life cycle analysis. The amount of time needed for each move varies dramatically depending on available vacant space opportunities, particularly on the number of agencies affected by the FMD's efforts to consolidate and fill vacant and underutilized space. Substantially more time is needed to accomplish moves involving multiple agencies.

The position supports the development of the Strategic Space Plan and is responsible for collecting and analyzing the data required by the Council mandated "Space Planning Template, providing the square footage occupancy data, validating occupancy information provided by agencies, and developing specific space plans/moves over the following two year period. This position drafts the short-term component to the Strategic Space Plan and is responsible for completing a technical review of the entire Strategic Space Plan document.

**The Capital Projects Financial Advisor** provides analytical and technical support to all FMD Sections and provides expert advice to the Executive Office in evaluating capital costs for alternative space solutions. Financial analyses provided include "lease versus own" analysis for emerging space needs, "sale versus retain" analysis for investment properties, and life cycle analysis for real estate development opportunities, strategic space decisions, and specific space downsizing and/or expansions. This position provides confirming analysis related to the Major Maintenance Reserve Fund Model and assists in providing cost benefit analysis related to energy conservation projects. Finally, this position provides financial analysis for various capital investment opportunities for the Harborview Medical Center properties. Specific duties include:

- Overseeing the performance of financial and program monitoring for large, high profile capital projects and real estate transactions; ensure compliance with bond requirements, project schedules, legislative intent and budget appropriations;
- Developing measurement tools and processes to monitor the return on investments. Assess the costs, risks and impact of strategies and projects; make recommendations on the investment of proposed strategies and projects;
- Consulting, directing and/or performing financial and economic analysis related to major capital projects, real estate portfolio management and real estate development projects;
- Making presentations to elected officials, directors, managers and financial officials and to external audiences as required;
- Leading and/or supervise assigned staff directly or thorough subordinate supervisors; manage consultants; and,
- Developing proforma data, coordinating financial review, documentation preparation and strategies with bond counsel, finance division, Prosecuting Attorney's Office, and the Office of Performance, Strategy and Budget. Perform alternative analysis and provide technical consulting on capital projects that have operating and financial implications.

This position provides in-depth financial analysis related to alternative construction delivery methods and, in particular, projects delivered and financed through the IRS Rule 63-20 model. More time consuming is the support this position provides to space related initiatives launched by the County Executive. This position provides the final supporting financial analysis and fiscal notes for reports and legislative packages, staffs those technical packages through the Executive Office and serves as a key respondent to technical questions posed during County Council review of final legislative packages and reports.

The **Communications Manager** continues to provide support to both the FMD Director and the County Administrative Officer. The cost of the position is split by the DES Director's Office and FMD. Duties include:

- Managing, planning, developing, implementing and evaluating both internal and external communications programs for the DES Director's Office, FMD, and high profile special projects coordinated out of the DES Director's Office;
- Developing and managing web content for the department;
- Developing media releases including reports, legislation, and other written materials for review by management; and
- Serving as Joint Information Center (JIC) supervisor at the Office of Emergency Management in Renton during activation events including natural and man-made disasters, answer media hotline during activations, and oversee other Public Information Officer's (PIO) in the JIC.

### **Conclusion**

RES provides a wide array of real property management functions. As King County government services evolve in response to shrinking revenues, RES will be challenged to evolve in service delivery. Business emphasis will shift from acquisitions associated with a growing government and a large CIP to sales and lease negotiations supporting a shrinking county government.

Fundamental to the success of RES is a strong, collaborative partnership between the property managers facilitating particular transactions, and the departmental tenants, designers, project managers, analysts, and decision makers that make up the stakeholders in each project or action. Four basic principles are used as day to day guidance:

1. **Communication:** Maintaining and improving customer communication throughout all work projects, from "front end" understanding of customer needs and wants through "back end" customer satisfaction and opportunities for improvement – including coordination with agency real estate planning.
2. **Involvement:** Ensuring RES participation in all projects from the planning stage, improving communication and results.

3. **Process:** Continuing to develop, market, and deliver services through processes that are clear, transparent, easy to understand, expeditious, and cost-effective.
4. **Credibility and Trust:** Consistently emphasizing on building and maintaining credibility and trust with our partners through effective, transparent, service-oriented work project consulting with our customers in FMD, management, Executive and Council staff, and our partner departments and agencies.

RES will need to evaluate current business practices to streamline process and cut costs. Only in this way can RES be successful in delivering required services without increasing staffing.

## Workload Forecasts

### Acquisition Unit Workload

The Acquisition Unit anticipates a slight decline in workload over the next five years. Although RSD CIP parcel acquisition volume will likely drop over 20% due to a lack of capacity projects, increasing demand for contract acquisition work (via revenue account 34192: Property Management Services) will partially offset the decline. This volume of work consists of contract parcel acquisition for suburban cities, including 21 parcels to be acquired for the City of Maple Valley in 2011. In addition:

- Significant additional workload is expected in appraisals, appraisal review, and valuation consulting work, primarily to support the anticipated increase in surplus sales by the Leasing/Sales Unit.
- Significant annexation-related support work (funded only by the General Fund) is expected to continue, at approximately 75% of the workload for one Real Property Agent II. This Agent also supports surplus sales, tax-title, and greenbelt properties.
- In 2012 and beyond, existing Acquisition Unit agents are anticipated to provide assistance to the Permitting and Franchising Unit in addressing the Franchise and Special Use Permit backlog.

### Permitting and Franchising Unit Workload

Overall, the Permitting and Franchising Unit anticipates workloads at current or greater levels over the next five years:

- The permitting workload for ROW Construction Permits has varied slightly over the past five years, and should vary little for the next five years. In response to the slow construction market, utilities providers are substituting routine maintenance/replacement and technology upgrade (fiber optic vs. wire) projects in place of new construction projects – but the total permitting workload is consistent.
- Easements and parade-related Special Use Permits are relatively predictable and consistent on a year-to-year basis.
- Utility Franchises will need additional temporary staffing support to resolve the growing backlog of franchise applications built up over the last several years.
- Preliminary planning and development of a potential Wireless/Wireline Ordinance will present significant staffing challenges.

Additional workload impacts to the Permitting and Franchising Unit include the following:

- **Permit System Implementation:** The new automated permitting system will be shared by multiple county departments and lines of business, as well as public and private permit applicants themselves. The initial start-up and coordination efforts required to implement this new computerized system present an additional workload for RES staff.
- **Permit Fee Review:** Every three years, RES conducts a review of all permit fees to ensure all related costs are covered by the fee amounts. This review is scheduled for this year (2011) for the period through 2014.
- **Code Review:** RES will be working with the Office of Performance Strategy and Budget (PSB) and the PAO to review and propose updates to the County Code sections that affect use of county property: leasing, permitting, franchises and related RES functions.
- **Property Encroachments:** RES will be developing and implementing a formal process to address encroachments on county property, which are currently dealt with on an ad hoc basis.
- **Annexations:** Annexation-related work includes identifying all existing county permits located within proposed annexation areas as part of the annexation process.

#### **Leasing/Sales Unit Workload**

The Leasing/Sales Unit anticipates an increase in all work areas over the next five years. Typically, major changes (both reductions and increases) in county budgets lead to increased lease transactional work, as departments either downsize/consolidate or expand existing programs. Although the past four years have seen a substantial decrease in the overall *amount* (square footage) of leased facility space for King County agencies, the total *number* of leases has remained relatively stable, both for leases with King County as tenant and for leases where the County is the landlord. Workload is a function of the number and complexity of agreements, rather than the square footage being leased.

- Presently, the greatest uncertainty in the future of the county's leased property portfolio is presented by potential facility closings and/or occupancy downsizing related to the Department of Public Health. However, these changes will result in new transactional work for the Leasing/Sales Unit in negotiating and conducting lease terminations and/or property sales, including necessary appraisal work related to leases and/or sales.
- Facility changes related to general downsizing of county agency staffing are less uncertain. If FMD is successful in current efforts to consolidate space, the

Leasing/Sales Unit will likely be called upon to consider possible surplus sale or sale and leaseback of the Yesler and/or Blackriver Buildings, as well as certain King County Sheriff's Office (KCSO) Precincts and other outlying county buildings.

- Concurrently, certain tenants in potential sale buildings may need outside leased space to achieve complete building vacancy for sale purposes.
- As the County moves forward with space consolidation, there is the possibility of surplus county buildings. These buildings, if viable for affordable housing, will go through an extensive planning and Request for Proposal (RFP) process.

Although the concepts above are in the early stages of development, it is likely that they could result in substantial overall savings to King County; hence, it is likely that the RES Leasing/Sales Unit will be devoting staff time and resources to these initiatives. In addition, sales-related work is anticipated to significantly increase as county agencies see disposal of excess and surplus land as an attractive method for increasing revenue. FMD is actively working with RSD and several DNRP divisions to identify specific surplus sale opportunities in 2011 and 2012.

In conjunction with the likelihood of increased sales volume, detailed analysis of county properties' suitability for affordable housing will be required. Numerous sites identified as potentially salable are in incorporated areas and meet the immediate affordable housing suitability thresholds, requiring additional review as required by County Code.

Other Leasing/Sales Unit workload considerations include the following:

- Work volume at King County International Airport (KCIA) is anticipated to remain steady for the next five years. For 2011, at least three new leases are being developed, as well as an RFP for redevelopment of a critical KCIA site. Also, an appraisal adjustment is due in 2012 for all leases at KCIA.
- Annexation-related work is also expected to increase. The overall amount of work going into each annexation has risen dramatically due to annexing cities' insistence on much greater parcel research prior to implementation of the annexation.
- 2010 saw a dramatic increase in county foreclosure on tax-title parcels. Typically, King County has taken title to 20-25 new tax-title parcels annually. However, King County took title to 81 parcels in 2010. It is unknown if the major increase in tax foreclosure properties last year was an anomaly or if it indicates a new trend.
- Work programs related to the various Duwamish River cleanups are beginning to require additional resources, as projects of the Environmental Protection Agency (EPA) and the National Oceanic and Atmospheric Administration (NOAA) are

reaching stages where in-depth research of county-owned properties is necessary to establish mitigation requirements and related responsibilities, including costs.

## Summary

On an aggregate basis, RES staffing requirements are anticipated to slightly increase over the next five years due to peaks in workload. However, within the individual work units (Acquisition, Permitting/Franchising and Leasing/Sales) workloads are expected to fluctuate requiring reassignment to redirect existing FTE resources where needed. Real estate professionals within RES share intrinsic specialized industry experience as well as knowledge of how to work within the county system. This provides the opportunity to reassign/adjust staff as required to address shifting workload demands as previously described. Flexibility in adjusting future staffing assignments will permit RES to continue to focus on shifting workload requirements. The availability of experienced real estate professionals familiar with county protocols will continue to be important to ensure that staffing resources can effectively address changing workload requirements.

Although workload associated with the RSD CIP is declining, there is a projected overall increase in RES workload forecast and staffing needs in the near-term. This increase is primarily due to downsizing of King County government and the corresponding need to downsize space. The ripple effect is most immediately notable in the Leasing/Sales Unit. Staff will be shifted from the Acquisition Unit to the Leasing/Sales Unit to meet the increased workload during this period.

Over the next several years, the Permitting and Franchising Unit will also experience a spike in workload, primarily due to a concerted effort to reduce the existing Franchise and Special Use Permit backlogs and the implementation of the new county permit management system. Present plans assume that this increased workload will largely be met by using temporary employees, along with re-assignment of duties from other units as feasible, including the Acquisition Unit.

Figure 4 in the page following graphically displays the work of each unit within RES for the next five years. Figure 5 in the page following shows the combined work of the entire RES section. While there is an initial peak workload in the first couple of years, the work tends to level out in the years following.

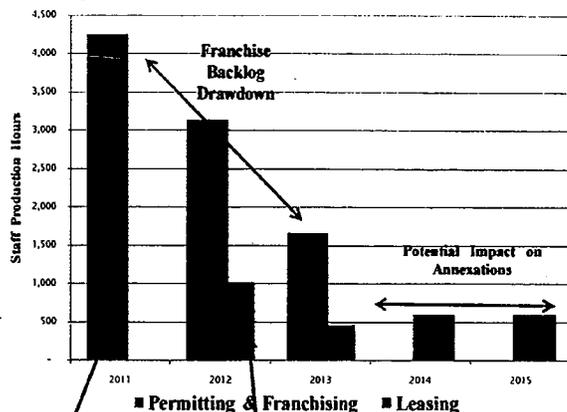
Appendix A contains detailed Acquisition, Permitting and Franchising Unit workload projections for the Leasing/Sales Unit, using the agreed upon templates as required in the proviso. The tables in Appendix A also include revenues, as well as staffing needs, in conformance with the proviso.

Figure 4 Real Estate Services Section Workload Forecast by Unit

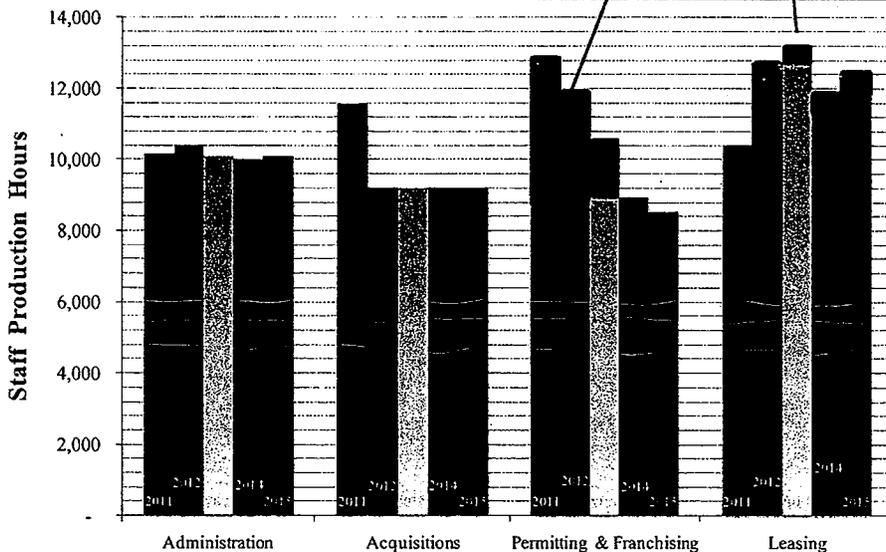
**Workload Management Principles:**

Permit/Franchise backlog to be addressed as follows: 1) improved efficiency from existing permits staff through training, developing standardized contract and legislation forms/ formats; 2) budgeting 1-2 franchise assignments to experienced Leasing/Sales and Acquisition agents; and 3) TLT assistance.

**Workload Forecast Backlog Estimate**

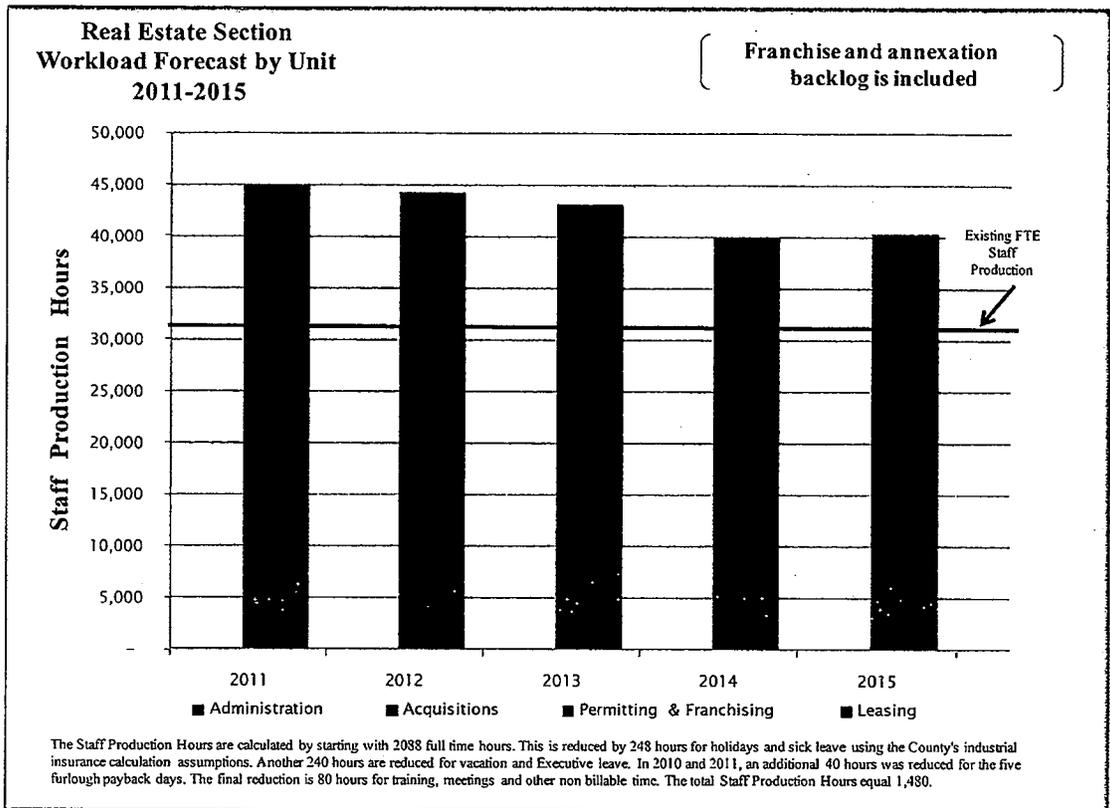


**Real Estate Section Workload Forecast by Unit 2011-2015**



The Staff Production Hours are calculated by starting with 2088 full time hours; then reducing by 248 hours for holidays and sick leave; then reducing by 240 hrs for vacation and Executive leave then reducing by 40 hours for the five furlough replacement days and finally reducing by 80 hours for training, meetings and other non billable time resulting in 1,480 hours per FTE.

Figure 5 Real Estate Services Workload Forecast by Section



# Appendix A

## 1. RES Staffing Details

**RES Staffing Details**  
**Facilities Management Division**  
**Section 27 Proviso Response**

Division	2011		2011		2012		2013		2014		2015	
	2011 Salary	2011 Benefits	GF %	Non-GF %								
<b>ADMINISTRATION (1519)</b>												
Capital Projects Financial Advisor - Vacant	119,246	34,400	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
Business and Finance Officer II - Mock	83,663	28,905	20%	80%	20%	80%	20%	80%	20%	80%	20%	80%
Project/Program Manager III - Kure	94,197	31,189	55%	45%	45%	55%	35%	65%	25%	75%	15%	85%
Fiscal Specialist III - Bailey	54,728	24,663	20%	80%	20%	80%	20%	80%	20%	80%	20%	80%
Property Services Manager - Salyer	119,246	33,660	20%	80%	20%	80%	20%	80%	20%	80%	20%	80%
Communications Manager - Satterfield	91,857	30,106	47%	53%	47%	53%	47%	53%	47%	53%	47%	53%
<b>Total</b>	<b>562,937</b>	<b>182,923</b>	<b>26%</b>	<b>74%</b>	<b>24%</b>	<b>76%</b>	<b>23%</b>	<b>77%</b>	<b>21%</b>	<b>79%</b>	<b>19%</b>	<b>81%</b>
<b>ACQUISITIONS (1520)</b>												
REAL PROPERTY AGENT II - Morgan	74,493	28,301	21%	79%	21%	79%	21%	79%	21%	79%	21%	79%
REAL PROPERTY AGENT II - Wong	69,377	27,550	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
REAL PROPERTY AGENT III - Holley	85,555	29,922	21%	79%	21%	79%	21%	79%	21%	79%	21%	79%
REAL PROPERTY AGENT III - Ayers	85,555	29,922	21%	79%	21%	79%	21%	79%	21%	79%	21%	79%
REAL PROPERTY AGENT III - Cole	85,555	29,922	21%	79%	21%	79%	21%	79%	21%	79%	21%	79%
REAL PROPERTY AGENT III - Ely	74,207	27,519	21%	79%	21%	79%	21%	79%	21%	79%	21%	79%
REAL PROPERTY AGENT III - Hauk	83,550	28,889	21%	79%	21%	79%	21%	79%	21%	79%	21%	79%
REAL PROPERTY AGENT SUPV - McNelly	106,319	32,226	21%	79%	50%	50%	50%	50%	50%	50%	50%	50%
<b>Total</b>	<b>664,611</b>	<b>234,251</b>	<b>24%</b>	<b>76%</b>	<b>29%</b>	<b>71%</b>	<b>29%</b>	<b>71%</b>	<b>29%</b>	<b>71%</b>	<b>29%</b>	<b>71%</b>
<b>PERMITS (1527)</b>												
REAL PROPERTY AGENT II - Burke	63,098	26,630	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
REAL PROPERTY AGENT II - Perlman	74,493	27,561	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
REAL PROPERTY AGENT III - Halley	72,468	27,264	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
REAL PROPERTY AGENT III - Young	81,592	28,602	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
REAL PROPERTY AGENT SUPV - Williams	105,911	32,166	0%	100%	0%	100%	0%	100%	0%	100%	0%	100%
<b>Total</b>	<b>397,562</b>	<b>142,223</b>	<b>0%</b>	<b>100%</b>								
<b>LEASING (1528)</b>												
REAL PROPERTY AGENT II - Elmer	57,889	25,867	50%	50%	50%	50%	45%	55%	45%	55%	40%	60%
REAL PROPERTY AGENT III - Phillips	85,555	29,922	14%	86%	14%	86%	14%	86%	15%	85%	15%	85%
REAL PROPERTY AGENT IV - Donley	98,630	31,839	40%	60%	40%	60%	35%	65%	30%	70%	30%	70%
REAL PROPERTY AGENT IV - Ouellet	98,638	31,101	40%	60%	40%	60%	35%	65%	35%	65%	35%	65%
REAL PROPERTY AGENT IV - Lockmiller	87,608	29,483	62%	38%	60%	40%	60%	40%	60%	40%	60%	40%
REAL PROPERTY AGENT IV - Paine	96,326	30,761	20%	80%	20%	80%	20%	80%	20%	80%	20%	80%
REAL PROPERTY AGENT SUPV - Thompson	103,429	31,802	30%	70%	29%	71%	29%	71%	29%	71%	29%	71%
<b>Total</b>	<b>628,075</b>	<b>210,775</b>	<b>36%</b>	<b>64%</b>	<b>35%</b>	<b>65%</b>	<b>33%</b>	<b>67%</b>	<b>33%</b>	<b>67%</b>	<b>32%</b>	<b>68%</b>

# Appendix A

## 2. RES Workload Details

**Facilities Management Division: Real Estate Services Section Workload Forecast Attachment A**

**RES Workload Details  
Facilities Management Division  
Section 27 Proviso Response**

**Potential Change Drivers outlined in accompanying report can alter the forecasted # of work units and estimated time requirements**

The Staff Production hours are calculated by starting with 2088 full time hours. This is reduced by 248 hours for holidays and sick leave using the County's industrial insurance calculation assumptions. Another 240 hours are reduced for vacation and Executive leave. In 2010 and 2011, an additional 40 hours was reduced for the five furlough payback days. The final reduction is 80 hours for training, meetings and other non billable time. The total non billable hours are assumed to be 608 resulting in an annual billable hour

Division	Staff Pre-Decision Hours	Hrs Billed	Hrs Billed GF	Units of Work	2011		2012		2013		2014		2015	
					Hours per Unit	Total Hours								
ADMINISTRATOR (LS19)	1,480	1,480	1,480		80	5,400	80	5,400	80	5,400	80	5,400	80	5,400
Capital Projects Financial Advisor - Williams				Analytical Project	8	25,200	8	25,200	8	25,200	8	25,200	8	25,200
Herbiview				Analytical Project	40	2,800	40	2,800	40	2,800	40	2,800	40	2,800
Fiscal Impact of Moves				Analytical Project	40	8,000	40	8,000	40	8,000	40	8,000	40	8,000
Major Maintenance/Mod/Ups				Analytical Project	40	320	40	320	40	320	40	320	40	320
New Capital Investments/Treatments/All Life Cycle & Other				Analytical Project	80	5,400	80	5,400	80	5,400	80	5,400	80	5,400
Analysis Support Short Term Space Plan				Analytical Project	160	1,600	160	1,600	160	1,600	160	1,600	160	1,600
New Capital Investment Proposal/Life Cycle and Financing				Analytical Project	80	4,320	80	4,320	80	4,320	80	4,320	80	4,320
Real Estate Development/Sales Opportunities				Analytical Project	518	1,518	518	1,518	518	1,518	518	1,518	518	1,518
Business and Finance Officer II - Meek	1,480	296	1,184											
Fiscal Specialist III - Balty	1,480	296	1,184											
Manages Long Term Lease Fund - Annual Budget				Size of Budget \$32 Million	296	2,960	296	2,960	296	2,960	296	2,960	296	2,960
RES Operating Budget - Annual development and ongoing monitoring/reporting				Size of budget \$3.7M exp and \$11-12M revenues	0.2	600	0.2	600	0.2	600	0.2	600	0.2	600
Rent Vouchers				# of Vouchers	1.3	330	1.3	330	1.3	330	1.3	330	1.3	330
Bill Payment Vouchers/MS TC 50's				# of TTC 50's	0.9	500	0.9	500	0.9	500	0.9	500	0.9	500
Interfund Transfers Leases and Acquisition Charges				# of ITF Leases	0.3	1,080	0.3	1,080	0.3	1,080	0.3	1,080	0.3	1,080
Cash Receipts/Deposits				# of Cash Receipts	various	370								
Other Duties/Special Projects				????	12	25	12	25	12	25	12	25	12	25
Payroll # Employees				# of Employees	1	74	1	450	1	450	1	450	1	450
Special Duty Requests for Bldg Svc				# of Requests	0	3.2	0	3.5	0	3.5	0	3.5	0	3.5
Project/Program Manager III - Ktre	1,480	814	666		0	880,000	0	900,000	0	880,000	0	870,000	0	860,000
Building Occupancies Using CAD and Standardware				Renable Square Feet Operated (Millions)	120	1,200	120	1,200	120	1,200	120	1,200	120	1,200
Long Term Lease Fund Budget Development and FMD Rate Model				Renable Square Feet Leases	40	20,800	40	20,800	40	20,800	40	20,800	40	20,800
Short Term Space Plan Development				Project	80	3,200	80	3,200	80	3,200	80	3,200	80	3,200
Space Planning Individual Moves/Budget Preparation				Agency Move	32	20,640	32	20,640	32	20,640	32	20,640	32	20,640
Space Planning Individual Moves/Budget Preparation Major Projects				Agency Move	40	1,400	40	1,400	40	1,400	40	1,400	40	1,400
Coordinate Execution of Moves				Project	80	1,800	80	1,800	80	1,800	80	1,800	80	1,800
Strategic Plan/Data Validation				Project	80	1,800	80	1,800	80	1,800	80	1,800	80	1,800
Draft/Editing Strategic Plan				Project	80	1,800	80	1,800	80	1,800	80	1,800	80	1,800
Other Duties/Special Projects				Projects	1480	1,480	1480	1,480	1480	1,480	1480	1,480	1480	1,480
Property Services Manager - Sylvester	1,480	296	1,184		888	1,888	888	1,888	888	1,888	888	1,888	888	1,888
Communications Manager - Satterfield	1,480	696	784		592	1,592	592	1,592	592	1,592	592	1,592	592	1,592
FMD				Project	4,750	882,774	4,750	904,628	4,750	884,610	4,750	874,610	4,750	864,610
DES Admin				Project	8,880	2,398	8,880	6,482	8,880	6,482	8,880	6,482	8,880	6,482
Sub Total Administration					4,750	882,774	4,750	904,628	4,750	884,610	4,750	874,610	4,750	864,610

**Facilities Management Division: Real Estate Services Section Workload Forecast Attachment A**

The Staff Production hours are calculated by starting with 2085 full time hours. This is reduced by 248 hours for holidays and sick leave using the County's standard insurance calculation assumptions. Another 240 hours are reduced for vacation and Executive leave. In 2010 and 2011, an additional 40 hours was reduced for the five furlough payback days. The final reduction is 80 hours for training, meetings and other non billable time. The total non billable hours are assumed to be 608 resulting in an annual billable hour

**Potential Change Drivers outlined in accompanying report can alter the forecasted # of work units and estimated time requirements**

**RES Workload Details  
Facilities Management Division  
Section 27 Proviso Response**

Division	Staff Production Hours	Hours Billed OF	Hrs Billed Non-OP	Units of Work Description	2011		2012		2013		2014		2015	
					Hours per Unit	Total Hours								
<b>ACQUISITIONS (1530)</b>														
Activity	6,000	1,260	4,740	# of Parcels	80	75	6000	4	80	68	5,440	3,675	68	5,440
Number of Parcels														
In House Appraisals	2,500	525	1,975	# of Appraisals	57	44	2,500	1,660	57	40	2,280	1,540	57	40
Appraisal Reviews	600	125	475	# of Appraisal Reviews	15	42	600	0.42	15	39	585	0.4	15	39
Right of Entry	200	45	155	# of Rights of Entry	5	40	200	0.13	5	32	160	0.11	5	32
Appraisal Contracts	600	125	475	# of Appraisal Contracts	40	15	600	0.4	40	15	600	0.41	40	15
**Annexations	740	740		# of Annexations	125	6	740	0.5						
Relocations	925	195	730	# of Relocations	40	10	400	0.27	40	30	1,200	0.81	40	30
Sub Total Acquisition **	11,565	3,015	8,550		362	245	11,565	7.41	237	206	9,225	6.95	237	206
<b>PERMITTING &amp; FRANCHISING (1527)</b>														
Activity	2,442		2,442	# of ROW Permits	1	2,200	2,530	1.7	1	2,300	2,645	1.8	1	2,300
ROW Construction Permits														
Special Use Permits	2,072		2,072	# of Special Use Permits	21	125	2,616	1.8	21	125	2,616	1.8	21	125
Overweight & Overweight Variable Permits	296		296	# of Overweight and Overweight Permits	1	450	320	0.2	1	500	355	0.2	1	500
Parade, etc. (SUP for which no fee is charged)	148		148	# of Parade, other permits	3	60	158	0.1	3	50	132	0.1	3	55
Requests for Easements	296		296	# of Requests for Easements	40	6	296	0.2	40	5	247	0.2	40	5
Utility Franchises-Completed (*)	1,110		1,110	# of Applications Completed	247	6	1,480	1.0	185	8	1,480	1.0	185	8
Max. Windows, wireless reviews, BNSF, computer system upgrades, etc.	1,036		1,036	Estimate of hours needed	0		1,255	0.8			1,464	1.0		
Subtotal Permits	7,400		7,400		322	2,847	8,655	5.8	260	2,838	8,788	5.9	260	2,993
<b>LEASING (1538)</b>														
Activity	3,255		3,255	# of Transactions	93	35	3,255	2.2	93	42	3,906	2.6	100	30
Lease, Renewal, and Amendment Transactions														
Parcels Managed (Total Inventory)	1,872		1,872	# of Parcels Managed	0	4,093	1,882	1.3	0.46	4,203	1,933	1.3	0.46	4,250
Lease or Rental Agreements Managed by RES	735		735	# of Agreements Managed	3	279	734	0.5	3.25	282	917	0.6	3	285
Surplus and Sales of King County Owned Property	1,510		1,510	# of Sales	125	12	1,500	1.0	125	10	1,240	0.8	125	10
Property Management (Other Custodial Agency Properties Managed)	1,280		1,280	# of Properties Managed	8	153	1,281	0.9	10	151	1,510	1.0	10	152
Annexations	100		100	# of Annexations	17	6	100	0.1	17	6	100	0.1	17	6
Legal Response Projects (Davenport, NRDA, MPDS, EPA)	550		550	# of Projects	183	3	550	0.4	225	3	675	0.5	300	3
Affordable Housing - Sustainability RFPs	650		650	# of RFPs	217	2	433	0.3	225	3	675	0.5	250	3
Strategic Planning Projects, Surveys, and Reports	420		420	# of Projects and Reports	42	10	420	0.3	40	12	480	0.3	45	15
Tax Title and Greenbelt Management	250		250	# of Tax Title and Greenbelt parcels	0	1,105	254	0.2	0.25	1,155	289	0.2	0.5	1,205
Subtotal Leasing	10,622		10,622		688	5,697	10,009	7.0	739	5,827	11,716	7.9	851	5,922
<b>Grand Total AU RES</b>														
					6,122	891,563	40,797	27	4,426	913,099	40,149	28	4,618	893,726

(\*) Franchise production estimates are based on the following considerations: 1) Except for 1 senior staff person, the existing staff are just starting to learn the franchise process. 2) New standard franchise template is approximately 40+ pages versus 8 pages in the past; 3) Training for five new hires impacts production of remaining staff and 4) supervisor has spent over the last 2 years directly negotiating 3 major franchises. The negotiating period can extend for some time.

Facilities Management Division: Real Estate Services Section Workload Forecast Attachment A

RES Workload Details  
Facilities Management Division  
Section 27 Proviso Response

The Staff Production hours are calculated by starting with 2088 full time hours. This is reduced by 238 hours for holidays and sick leave using the County's historical insurance calculation assumption. Another 240 hours are reduced for vacation and Executive leave. In 2010 and 2011, an additional 40 hours was reduced for the five furlough payback days. The final reduction is 80 hours for training, meetings and other non billable time. The total non billable hours are assumed to be 608 resulting in an annual billable hour

Potential Change Drivers outlined in accompanying report can alter the forecasted # of work units and estimated time requirements

13476

Division	Staff Production Hours		Units of Work		2011		2012		2013		2014		2015						
	Billed	Non-Billed	Hours	Description	Hours per Unit	Total Hours	Total FTEs	Hours per Unit	Total Hours	Total FTEs	Hours per Unit	Total Hours	Total FTEs	Hours per Unit	Total Hours	Total FTEs			
<b>Backlog Review</b>																			
ACQUISITIONS (152D) Special Use Permits-Backlog (Encroachments & Closings) Utility Franchise-Backlog(*)	100	100	247		9	300	2,775	1.9	9	200	1,850	1.3							
			256	# of Franchises-Backlog(*)	247	6	1,482	2.7	185	7	1,293	2.3							
LEASING (152B) Activity			256		194	207	3,145	3.5	185	9	1,665	1.1							
			306		4,257	4.5			185	9	1,665	1.1							
Annexations			0	# of Annexations	0	0	0.0	123	2	1,020	0.60	123	(1)	600	0.4	123	(1)	600	0.4

# Appendix A

## 3. RES Revenue Details

**RES Revenue Details**  
**Facilities Management Division**  
**Section 27 Proviso Response**

Year	Appropriation #	Low Org	Account #	Account Title	2011 Adopted Revenue	% Contribute to RES Operating Costs	2012 Estimated Revenue	2013 Estimated Revenue	2014 Estimated Revenue	2015 Estimated Revenue
2011	0440.1520	1520	34187	COSTS-REAL PROP SALES	45,000	1.4%	40,000	40,000	40,000	40,000
2011	0440.1520	1520	34192	PROP MGMT SERVICES	22,500	0.7%	130,000	130,000	130,000	130,000
2011	0440.1520	1520	34919	OTHER GENERAL GOVT SRVCS	12,000	0.4%	15,000	15,000	15,000	15,000
2011	0440.1520	1520	44942	OTH GEN GOVT-HUMAN SVCS	5,000	0.2%	5,000	5,000	5,000	5,000
2011	0440.1520	1520	44968	LEASING SUPPORT SERVICES	18,500	0.6%	40,000	40,000	40,000	40,000
2011	0440.1520	1520	48124	OTH GEN GOVT-RIVER IMP	35,000	1.1%	90,000	90,000	90,000	90,000
2011	0440.1520	1520	48128	OTH GEN GOVT-ROAD CONSTR	820,000	25.0%	640,000	640,000	640,000	640,000
2011	0440.1520	1520	48129	OTH GEN GOVT-SW CIP	57,500	1.8%	60,000	55,000	55,000	55,000
2011	0440.1520	1520	48138	OTHER GEN GOVT-DDES	2,500	0.1%	3,000	4,000	5,000	6,000
2011	0440.1520	1520	48177	OTH GEN GOV - DCFM	3,500	0.1%	4,000	4,000	4,000	4,000
2011	0440.1520	1520	48178	OTH GEN GOV-WATER QUALIT	7,500	0.2%	5,000	5,000	5,000	5,000
2011	0440.1527	1527	32192	FRANCHISE FEES	30,000	0.9%	10,000	12,500	17,500	12,500
2011	0440.1527	1527	32193	WEIGHT/HOUSE MOVING FEES	52,300	1.6%	52,300	58,100	58,100	58,100
2011	0440.1527	1527	32194	R/W CONSTRUCTION PERMITS	600,000	18.3%	540,500	565,100	565,100	565,100
2011	0440.1527	1527	32196	SPECIAL USE PERMIT	78,000	2.4%	121,000	111,200	104,400	104,400
2011	0440.1527	1527	34582	OTHER LAND USE FEES	10,000	0.0%	-	-	-	-
2011	0440.1527	1527	36291	PROPERTY EASEMENTS	15,000	0.0%	15,000	15,000	15,000	15,000
2011	0440.1527	1527	46203	TELECOM LAND USE FEES	360,000	0.0%	300,000	300,000	300,000	300,000
2011	0440.1528	1528	34187	COSTS-REAL PROP SALES	163,000	5.0%	150,000	185,000	165,000	210,000
2011	0440.1528	1528	34919	OTHER GENERAL GOVT SRVCS	250,000	7.6%	258,750	267,806	277,179	286,881
2011	0440.1528	1528	36250	EXT L-T SPACE/FAC RENT	10,189,614	0.0%	10,495,302	10,810,161	11,134,466	11,468,500
2011	0440.1528	1528	36258	WIRELESS ANTENNA SITE RNT	318,270	0.0%	334,184	350,893	368,437	386,859
2011	0440.1528	1528	36280	CONCESSION PROCEEDS	9,637	0.3%	10,000	11,000	11,000	11,500
2011	0440.1528	1528	44120	WIRELESS MANAGEMENT FEES	120,657	3.7%	126,690	133,024	139,676	146,659
2011	0440.1528	1528	48101	CS-PROP MGMT-AIRPORT OP	60,000	1.8%	60,000	70,000	70,000	75,000
2011	0440.1528	1528	48129	OTH GEN GOVT-SW CIP	76,767	2.3%	78,686	80,653	82,670	84,736
				Revenue Appropriation Total	13,362,245	75.3%				
				Less: Non RES Revenues	(10,892,884)					
				Revised Total	2,469,361	75.3%				
				CX Subsidy	809,412	24.7%				
				Total	3,278,773	100.0%				
				RES Expenditure Appropriation Total	3,667,229					
				Less: CIP Financial Advisor - Charged to CIP	(153,646)					
				Less: 90% of PPM III - Charged to CX Overhead Plan	(112,847)					
				Less: Communications Manager - Reimbursed from other sources	(121,963)					
				Revised RES Appropriation Total	3,278,773					

# Appendix B

## Large Acquisition Purchase and Sale Agreement

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of May 10, 2010, by and between KING COUNTY, a municipal corporation and political subdivision of the State of Washington (the "County") and Segale Properties LLC, a Washington limited liability company ("Segale Properties"). For purposes of this Agreement, the County and Segale Properties shall be referred to collectively as the "Party" or "Parties."

### RECITALS

- A. King County's Solid Waste Division is constructing a new Bow Lake Recycling and Transfer Station ("Transfer Station") located at 18800 Orillia Road South in Tukwila, Washington. The County wishes to secure a Permanent Easement for Sewer and Stormwater Drainage and a Temporary Construction Easement for the new Transfer Station across easterly adjacent property owned by Segale Properties. The drainage easement consists of approximately 16,424 square feet, the survey and legal description of which is attached hereto as **Exhibit A**. The Temporary Construction Easement consists of approximately 18,794 square feet, the survey and legal description of which is attached hereto as **Exhibit B**.
- B. Segale Properties is developing plans for the Tukwila South Project on property abutting the north and east boundaries of the Transfer Station. Segale Properties wishes to purchase the northernmost portions of two County parcels that were declared surplus to the needs of the County on March 2, 2009. The surplussed parcel portions are referred to as "the Ravine" (3.83 acres m/l) and "the Orphan" (1.44 acres m/l) (the "Surplus Property") consisting of approximately 5.27 acres, the survey and legal description of which is attached hereto as **Exhibit C**.
- C. Segale Properties acknowledges that the Surplus Property referenced in Recital B required a legal boundary line adjustment through the City of Tukwila and the City of SeaTac for the Surplus Property, a process completed and paid for by King County.
- D. Segale Properties is willing to grant to the County the Permanent Drainage Easement for Sewer and Stormwater Drainage and Temporary Construction Easement in exchange for fulfillment by the County of the following conditions:
  1. Sale to Segale Properties of the Surplus Property referenced in Recital B;
  2. Cooperate with Segale Properties and the cities of Tukwila and SeaTac to vacate those portions of the Orillia Road Extension lying within the Surplus Property;

3. Provide access by Special Use Permit for limited and specialized ingress and egress to the Surplus Property.
- E. The County is willing to perform the above conditions in exchange for fulfillment by Segale Properties of the following conditions:
1. Purchase by Segale Properties of the Surplus Property
  2. Grant to the County of the Permanent Easement for Sewer and Stormwater Drainage and the Temporary Construction agreement in the forms substantially the same as attached hereto as **Exhibit F** to 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

**1.1. PROPERTY TO BE SOLD.** Subject to and upon the terms and conditions set forth in this Agreement, the County shall sell, convey, assign, transfer and deliver to Segale Properties on the Closing Date (as hereinafter defined) and Segale Properties shall buy, assume and accept from the County on the Closing Date, all of the County's right, title and interest in and to the Surplus Property, as described in **Exhibit C**.

**1.2 EASEMENTS TO BE GRANTED.** Subject to and upon the terms and conditions set forth in this Agreement, Segale Properties shall grant to the County the Permanent Easement for Sewer and Stormwater Drainage and Temporary Construction Easement encumbering the parcels more particularly described in **Exhibit A** and **Exhibit B** (collectively, the "Easements"). Within ten (10) business days of the execution of this Agreement, Segale Properties shall deliver three (3) copies of each Easement, duly executed and acknowledged, into escrow with the Title Company (hereinafter defined). Upon delivery of executed and acknowledged counterpart of the Easements and the Easement Purchase Price (hereinafter defined) by the County into escrow, the Title Company shall record the Easements in favor of the County and release the Easement Purchase Price to Segale Properties.

### ARTICLE 2. PURCHASE PRICE

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the sale, transfer, conveyance and delivery of the Surplus Property, Segale Properties shall, in full payment therefore, pay to the County on the Closing Date a total purchase price of Fifty-Two Thousand Three Hundred Dollars (\$52,300.00) (the "Purchase Price"). In addition, Segale Properties shall pay the cost of Five Hundred Dollars (\$500.00) for the Special Use Permit. The County shall, in

full payment for the Easements, pay to Segale Properties a total purchase price of Sixty-Four Thousand Two Hundred Fifty Dollars (\$64,250.00) ("Easement Purchase Price").

**2.2. ALLOCATION OF PURCHASE PRICE.** The County and Segale Properties agree that the respective Purchase Prices are allocable to real property and that the value of the personal property, if any, is *de minimis*.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**3.1. WARRANTIES AND REPRESENTATIONS OF COUNTY.** The County represents and warrants as follows:

**3.1.1. DEFINITION OF SELLER.** The County is a charter county and a municipal corporation and subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. The County has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** The execution, delivery and performance of this Agreement by the County (i) is within the powers of the County as a charter county and municipal corporation, (ii) has been or will be on or before the closing date, duly authorized by all necessary action of the County's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the County is a party or which is presently in effect and applicable to County. This Agreement constitutes the legal, valid and binding obligation of the County enforceable against the County in accordance with the terms thereof.

**3.1.3. LITIGATION.** There is no pending, or to the best of the County's knowledge, threatened lawsuit or material claim against or relating to the County with respect to the Surplus Property, which shall impede or materially affect the County's ability to perform the terms of this Agreement. There is no pending or, to the best of the County's knowledge, contemplated condemnation or similar proceeding with respect to the Surplus Property or any part thereof.

**3.1.4. ASSESSMENTS.** There is no pending, or to the best of the County's knowledge, contemplated local improvement district or other special assessment or charge, with respect to the Surplus Property, except as may be disclosed in the Title Commitment (hereinafter defined) described below.

**3.1.5. FULL DISCLOSURE.** No representation or warranty by the County in this Agreement or in any instrument, certificate or statement furnished to Segale Properties pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any

untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**3.1.6. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of the County 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 Segale Properties or any action taken by Segale Properties.

**3.1.7. CONTRACTS.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Surplus Property or any portion thereof.

**3.1.8. FUTURE AGREEMENTS.** From and after the date hereof unless this Agreement is terminated in accordance with its terms, the County shall not without the prior written consent of Segale Properties:

(i) enter into any agreement, contract, commitment, lease or other transaction that affects the Surplus Property in any way; or

(ii) sell, dispose of or encumber any portion of the Surplus Property;

**3.1.9. MAINTENANCE OF THE SURPLUS PROPERTY.** The County shall continue to maintain the Surplus Property in compliance with all applicable laws and pay all costs of the Surplus Property with respect to the period prior to Closing.

**3.1.10. CONDITION OF THE SURPLUS PROPERTY.** Except for the warranties, representations and indemnifications contained in this Agreement, the County does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Surplus Property, including, without limitation, any warranties or representations with respect to the structural condition of the Surplus Property, the area of land being purchased, the existence or non-existence of any Hazardous Substances or underground storage tanks, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances, from or into the Surplus Property, and the compliance or noncompliance of the Surplus Property 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 Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for

which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

**3.1.11. RISK OF LOSS.** Until the Closing Date, the risk of loss relating to the Surplus Property shall rest with the County. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**3.1.12. FOREIGN PERSON.** The County 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, as amended and shall deliver to Segale Properties 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.

**3.2. REPRESENTATIONS AND WARRANTIES OF SEGALÉ PROPERTIES.** Segale Properties represents and warrants as follows:

**3.2.1. ORGANIZATION.** Segale Properties is a Washington limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington. Segale Properties has all requisite corporate 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 Segale Properties (i) is within the powers of Segale Properties as a limited liability company, (ii) has been or will be on or before the closing date, duly authorized by all necessary action of Segale Properties' legal authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Segale Properties is a party or which is presently in effect and applicable to Segale Properties. This agreement constitutes the legal, valid and binding obligation of Segale Properties enforceable against Segale Properties in accordance with the terms hereof.

**3.2.3. LITIGATION.** There is no pending or, to the best of Segale Properties' knowledge, threatened lawsuit or material claim against or relating to Segale Properties that shall impede or materially affect Segale Properties' ability to perform the terms of this Agreement.

**3.2.4. FULL DISCLOSURE.** No representation or warranty by Segale Properties in this Agreement or in any instrument, document, certificate or statement furnished to the County pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**3.2.5. CONDITION OF SURPLUS PROPERTY.** Segale Properties acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Segale Properties deems necessary in connection with its purchase of the Surplus Property. Upon waiver or satisfaction by Segale Properties of its contingencies pursuant to Article 5, Segale Properties will be deemed to have approved the physical condition of the

Surplus Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Surplus Property and the compliance or noncompliance of the Surplus Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Segale Properties acknowledges and agrees that, except to the extent of the County's representations and warranties in Section 3.1 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by County, Segale Properties shall have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Surplus Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by Segale Properties or the County.

**3.2.6. NO BROKER.** No broker, finder, agent or similar intermediary has acted for or on behalf of Segale Properties 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 Segale Properties or any action taken by Segale Properties.

#### **ARTICLE 4. TITLE MATTERS**

**4.1. TITLE.** The County shall deliver to Segale Properties good and marketable title, free and clear of all liens, defects and encumbrances except the Permitted Exceptions.

**4.1.1. TITLE COMMITMENT.** Segale Properties shall obtain a current ALTA form of commitment for an owner's standard, or at Segale Properties' election, extended policy of title insurance (the "Title Commitment") issued by Pacific Northwest Title Company (the "Title Company"), describing the Surplus Property, listing Segale Properties as the prospective named insured and showing as the policy amount the Purchase Price for the Surplus Property. At such time as the Title Company causes the Title Commitment to be furnished to Segale Properties, the Title Company shall further cause to be furnished to Segale Properties legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.1.2. SURVEY.** Prior to the expiration of the Due Diligence Period (as defined in Section 5.2), Segale Properties shall have the option, at its expense, to have prepared and furnished to the Title Company and Segale Properties a survey (the "Survey") of the Surplus Property prepared by a licensed public surveyor. The Survey shall be certified to Segale Properties and the Title Company, shall be satisfactory to the Title Company so as to permit it to issue an owner's extended coverage title policy, identify the Surplus Property by legal description and shall set forth the number of square feet contained within the Surplus Property, show all natural monuments, existing fences, drainage ditches and/or courses, flood plain limits, any

building or other site improvements and/or objects, any rights-of-way for streets, existing driveways, alleys or highways, easements and other restriction lines existing and/or proposed which shall affect any portion of the Surplus Property, and such other items as required by Segale Properties.

**4.1.3. REVIEW OF TITLE COMMITMENT AND SURVEY.** Segale Properties shall have until fourteen (14) days after receipt of the Title Commitment (the "Review Period") in which to notify the County of any objections Segale Properties has to any matters shown or referred to in the Title Commitment or, if applicable, the Survey and of any title insurance endorsements required by Segale Properties. Any exceptions or other items that are set forth in the Title Commitment or the Survey and to which Segale Properties does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Segale Properties does object within the Review Period, the County shall notify Segale Properties within ten (10) days after the County receives Segale Properties' notice of objections of any exceptions to title or items on the Survey which the County is not able to remove or otherwise resolve and any endorsements that the County is not able to provide following Segale Properties' request within the Review Period, and Segale Properties may, at Segale Properties' option, either waive the objections not cured or terminate this Agreement by notice to the County. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by the County at Closing.

**4.2. OWNER'S TITLE INSURANCE POLICY.** At the Closing, Segale Properties shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the closing date, insuring Segale Properties that the fee simple title to the Surplus Property is vested in Segale Properties, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Segale Properties as provided herein, and to any other matters approved in writing by Segale Properties. The obligation of Segale Properties to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Segale Properties, to issue the policies in the form required by this section. Segale Properties shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

**4.3. CONVEYANCE.** County shall convey to Segale Properties the title to the Surplus Property by Bargain and Sale Deed in the form attached hereto as **Exhibit E**, subject only to the Permitted Exceptions. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall be deemed Permitted Exceptions.

## ARTICLE 5. CONTINGENCIES

**5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY.** Segale Properties shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Surplus Property for Segale Properties' contemplated use meets with its approval. If Segale Properties approves of the condition of the Surplus Property, Segale

Properties agrees to notify County, in writing, thereby removing the contingency. Segale Properties shall make such determination within sixty (60) days following the date of mutual execution of this Agreement ("Due Diligence Period"). In the event this contingency is not satisfied or waived within the Due Diligence Period, Segale Properties may terminate this Agreement upon written notice to County on or before the expiration of the Due Diligence Period, and neither Party shall have any further rights or obligations to the other hereunder.

**5.1.1. INSPECTIONS.** During the Due Diligence Period, Segale Properties, its designated representatives or agents shall have the right at Segale Properties' expense to (i) perform any and all tests, inspections, studies, surveys or appraisals of the Surplus Property deemed necessary, on any subject, by Segale Properties (subject to the limitations set forth below and Paragraph 5.1.2 Right of Entry) ; (ii) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; and (iii) examine all Due Diligence materials that Segale Properties may reasonably request from the County that are not subject to attorney-client privilege or that the County is not otherwise prohibited from disclosing by law; (IV) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Segale Properties' proposed development of the Surplus Property, (V) determine whether Segale Properties' proposed development of the Surplus Property is economically feasible. The County shall make a reasonable, diligent search of its files and provide Segale Properties with copies of or access to any document, reports, tests, inspections, studies, surveys or appraisals concerning the Surplus Property that are not subject to attorney-client privilege or that the County is not otherwise prohibited from disclosing by law.

**5.1.2. RIGHT OF ENTRY.** Segale Properties and its designated representatives or agents shall have the right and the County hereby grants to Segale Properties and its designated representatives the right to enter the Surplus Property pursuant to a County permit and conduct the tests, investigations and studies set forth in this Article 5 upon one (1) days advance written or telephone notice; provided that such right of entry will be limited to those times and dates that will not disrupt the County's use of, or the County's operations and activities on the Surplus Property. Invasive tests of the Surplus Property, such as drilling or excavation shall be subject to the County's prior written approval. Segale Properties will not be permitted to undertake activities that damage the County's property. In connection with such inspections, Segale Properties agrees to hold harmless, indemnify and defend the County, its officers, agents and employees, from and against all claims, losses, or liability, for injuries, sickness or death of persons, including employees of Segale Properties caused by or arising out of any act, error or omission of Segale Properties, its officers, agents, contractors, subcontractors or employees in entering County's Surplus Property for the above purposes, to the extent not caused by or arising out of any act, error or omission of the County, its officers, agents and employees.

**5.1.3 SPECIAL USE PERMIT.** (a) The County will install a new roadway from the north terminus point of the existing Orillia Road S., continuing the new road northward to an area south of the Surplus Property, and continuing easterly and southerly in a circular pattern returning to the point of beginning. The County will develop the new Facility Roadway (the new "Facility Roadway") in compliance with City of Tukwila standards, and only as required to

service the new Bow Lake Transfer Station, as determined by King County. Installation of the new Facility Roadway will be solely for the purpose of moving public and operational daily traffic into and out of the Transfer Station during normal business hours as established by the County. (b) The County will grant a Special Use Permit to Segale Properties, in a form substantially the same as shown on **Exhibit H, with the access described in Exhibit I**, for limited and specialized ingress and egress access to the purchased Surplus Property identified in Exhibit C for purposes of surveys, studies, inspection and all other terms as stated in Article 5.1.2.

**5.1.4 FACILITY ROADWAY EASEMENT.** After securing all necessary permits and approvals for the development of those certain properties owned by Segale Properties located north of the Transfer Station, south of S. 178<sup>th</sup> Street, west of Southcenter Parkway and east of Interstate 5, including but not limited to any required federal, state or local environmental, traffic or intersection studies, it is understood by the Parties that Segale Properties may request an access easement, not to exceed 40 feet in width, along the west corridor of the Facility Roadway. Within ninety (90) days of receipt of written notice from Segale Properties of the easement request the County shall grant to Segale Properties a perpetual, nonexclusive easement for ingress, egress and utilities over, under, in, across and through the west corridor of the Facility Roadway for the benefit of those certain properties described above in this paragraph. The granting of this easement shall be conditioned on the Parties successful agreement on the cost of the easement, improvements to the Facilities Roadway and/or Transfer Station (including but limited to the retaining wall, roadway, fencing, gates, or utilities) to be made by Segale Properties, as well as the future maintenance responsibilities of the Parties. The parties expressly acknowledge that this obligation shall survive the closing of the transaction.

Upon request by Segale Properties, the County shall provide written acknowledgement that Segale Properties will be granted ingress and egress across said portion of the Facility Roadway subject to the satisfaction of the conditions set forth in this Section 5.1.4, and that such acknowledgement may be relied upon in the granting of any permits and approvals for the development of the properties described above. In addition, the County shall cooperate in good faith with Segale Properties in securing the necessary permits and approvals in connection herewith.

**5.1.5 DEDICATION OF THE FACILITY ROADWAY EASEMENT AS A PUBLIC RIGHT OF WAY.** The parties acknowledge that the County shall have no objection to the west corridor Facility Roadway becoming a public right of way, provided however, that such dedication would be subject to compliance with applicable laws, and provided further however, the County reaches a satisfactory agreement with the Cities of SeaTac and Tukwila, as applicable.

## **ARTICLE 6. COVENANTS OF COUNTY PENDING CLOSING**

**6.1 CONDUCT, NOTICE OF CHANGE.** The County covenants that between the date hereof and the Closing, the County 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 Date (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of the County 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. The County shall give Segale Properties 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 which occurs prior to the Closing Date.

#### **ARTICLE 7. COVENANTS OF SEGALE PROPERTIES PENDING CLOSING**

**7.1 CONDUCT, NOTICE OF CHANGE.** Segale Properties covenants that between the date hereof and the Closing, Segale Properties 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 Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Segale Properties 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. Segale Properties shall give the County 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 which occurs prior to the Closing Date.

#### **ARTICLE 8. CONDITIONS PRECEDENT TO SEGALE PROPERTIES OBLIGATIONS**

All obligations of Segale Properties hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing, and the County shall exert its best efforts to cause each such condition to be fulfilled:

**8.1. DELIVERY OF DOCUMENTS AND FUNDS.** The County shall have delivered to Segale Properties at or prior to closing all documents and funds required by the terms of this Agreement to be delivered to Segale Properties.

**8.2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of the County contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**8.3. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by the County at or before the Closing shall have been properly performed in all material respects.

**8.4. TITLE.** Any and all matters shown or referred to in the Title Commitment to which Segale Properties has objected within the time specified in Section 4.1, shall have been cured by the County, unless such objections have been waived by Segale Properties. The Title Company is irrevocably committed to issue an owner's standard coverage policy of title insurance containing no exceptions other than the Permitted Exceptions.

**8.5 APPROVAL OF COUNSEL.** THE County's legal counsel shall have approved this document as to form as evidenced by such counsel's signature on this Agreement.

**8.6 CONDEMNATION.** No portion of the Surplus Property shall have been taken or damaged by any public or quasi-public body, and the County shall not have transferred any portion of the Surplus Property to any such body in lieu of condemnation.

## **ARTICLE 9. CONDITIONS PRECEDENT TO COUNTY'S OBLIGATIONS**

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

**9.1. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Segale Properties contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Segale Properties at or before the Closing shall have been properly performed in all material respects.

**9.3. DELIVERY OF DOCUMENTS AND FUNDS.** Segale Properties shall have delivered to County at or prior to Closing all documents and funds required by the terms of this Agreement to be delivered to County.

**9.4. TITLE.** Segale Properties shall have caused the Title Company to be irrevocably committed to issue an owner's policy of title insurance for the Surplus Property in the full amount of the respective Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions.

## **ARTICLE 10. CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place no later than thirty (30) days after the later of (i) the expiration of the Due Diligence Period and (ii) the approval of this Agreement by the King County Council, unless extended pursuant to a written agreement executed by Buyer and Seller. Upon execution of this Agreement, the Parties agree to set up an escrow account with Pacific Northwest Title Company (the "Escrow Agent"). The Escrow Agent shall serve as closing agent for the transaction contemplated herein and closing shall occur in the offices of Escrow Agent in Seattle, Washington. The title, right of possession and interest to the Surplus Property shall pass to Segale Properties upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Segale Properties. As provided in Section 1.2, executed counterparts of the Easements shall be delivered to the Escrow Agent within ten (10)

business days of the effective date of this Agreement by both parties and be recorded in favor of the County upon receipt of the Easement Purchase Price from the County.

**10.2. PRORATIONS.** All prorations, unless otherwise specifically provided for herein, shall be made as of the Closing Date.

**10.2.1. CLOSING COSTS.** The County shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, the recording fee of the Easements, and its own attorneys' fees. Segale Properties shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the cost of the preliminary and binding title commitments from the Title Company, the recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section 10.2, and Section 9.4 above, all other expenses hereunder shall be paid by the party incurring such expenses.

**10.3. COUNTY'S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, the County will deliver to Segale Properties the following properly executed documents:

(a) A Bargain and Sale Deed conveying the Property in the form of **Exhibit E** attached hereto;

(b) The County's Certificate of Non-Foreign status substantially in the form of **EXHIBIT D**, attached hereto.

(c) The Special Use Permit substantially in the form of **EXHIBIT H**, attached hereto.

**10.4. SEGALÉ PROPERTIES' DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Segale Properties will deliver to the County the following properly executed documents:

(a) Cash or immediately available funds in the amount of the Purchase Price for the Surplus Property.

## **ARTICLE 11. TERMINATION**

**11.1. TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 and 9 has not been satisfied by the Closing Date. In that event, if neither party is in default under this Agreement, the parties shall have no further obligations or liabilities to one another and all documents delivered into escrow shall be returned to the appropriate party.

**ARTICLE 12.  
MISCELLANEOUS PROVISIONS**

**12.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Each statement, representation, warranty, indemnity, covenant, and agreement made by the County and Segale Properties in this Agreement or in any document, certificate or other instrument delivered by or on behalf of the County or Segale Properties pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of the County and Segale Properties and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons.

**12.2. DEFAULT AND ATTORNEYS' FEES.** In the event of default by either party to this Agreement, the non-defaulting party shall have the right to bring an action for specific performance, damages and any other remedies available to such party at law or in equity. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue.

**12.3. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**12.4. 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 days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

<b>If to Segale:</b>	<b>Mark A. Segale</b> PO Box 88028 Tukwila, WA 98138-2028 Fax No. (206) 575-1837
<b>If to County:</b>	<b>Steve Salyer, Real Estate Services Manager</b> 500 4 <sup>th</sup> Ave., Room 500 Seattle, WA 98104
<b>With a copy to:</b>	<b>Kevin Kiernan, Director, Solid Waste Division</b> 201 S. Jackson St., MS KSC-NR-0701 Seattle, WA 98104-3855

— **With a copy to:** **Kathryn Killinger, Sr. Deputy Prosecuting Attorney**  
King County Courthouse MS KCC-PA-0400  
Seattle, WA 98104

**12.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the parties 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 hereto.

**12.6. 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.

**12.7 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.

**12.8 BINDING EFFECT.** Subject to Section 12.12 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

**12.9 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.

**12.10 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.

**12.11 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.

**12.12 GOVERNING LAW.** This Agreement and all amendments thereof 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 provisions.

**12.13 NON-MERGER.** The terms and provisions of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

**12.14 ASSIGNMENT.** Segale Properties shall not assign this Agreement or any rights hereunder without County's prior written consent, which shall not be unreasonably withheld.

**12.15 NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and 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 either party. All 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, although each Party must determine if they wish to obtain and pay for such legal review. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

**12.16 EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

- EXHIBIT A                      Legal Description and Survey of Sewer and Stormwater Drainage Easement
- EXHIBIT B                      Legal Description and Survey of Temporary Construction Easement
- EXHIBIT C                      Legal Description and Survey of Surplus Property
- EXHIBIT D                      Certificate of Non-Foreign Status
- EXHIBIT E                      Bargain and Sale Deed
- EXHIBIT F                      Sewer and Storm Water Drainage Easement and Temporary Construction Easement
- EXHIBIT G                      Special Use Permit
- EXHIBIT H                      Access Permit Map
- EXHIBIT I

EXECUTED as of the date and year first above written:

**KING COUNTY:**

Name: Stephen J. Sahly  
Title: Manager, Real Estate Services

APPROVED AS TO FORM:

By Ian Taylor  
Deputy Prosecuting Attorney  
Ian Taylor

SEGALE PROPERTIES LLC: -

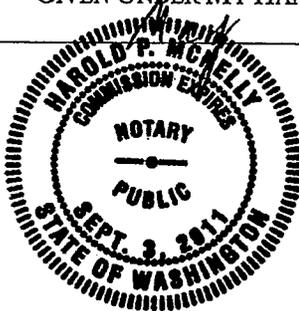
By Metro Land Development, Inc.  
Its Manager

[Signature]  
Mark A. Segale, Vice President

STATE OF WASHINGTON }  
                                  } ss.  
COUNTY OF KING

On this day personally appeared before me Stephen L. Salzer, to me known to be the Manager, Real Estate of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10<sup>th</sup> day of \_\_\_\_\_, 2010.



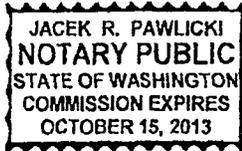
[Signature]  
Printed Name Harold P. McNeilly  
NOTARY PUBLIC in and for the State of Washington,  
residing at Seattle  
My Commission Expires 9-3-2011

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF King )

On this 6<sup>th</sup> day of MAY, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark A. SEGALE, to me known to be the person who signed as Vice President of Metro Land Development, Inc., the corporation acting as manager of SEGALE PROPERTIES LLC the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Metro Land Development, Inc. as manager and of SEGALE PROPERTIES LLC for the uses and purposes therein mentioned; and on oath stated that he was duly elected, qualified and acting as said officer of the corporation and that he was authorized to execute the said instrument on behalf of Metro Land Development, Inc.

and that the seal affixed, if any, is the corporate seal of the corporation, and that the corporation was authorized to execute said instrument on behalf of SEGALE PROPERTIES LLC.

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



*Jacek R. Pawlicki*  
(Signature of Notary)

JACEK R. PAWLICKI  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at TUKWILA, WA  
My Appointment Expires: OCTOBER 15, 2013

**EXHIBIT A****Legal Description and Survey****Sewer and Storm Water Drainage Easement**

That portion of the northwest and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;  
thence north 04°04'06" east along the east line thereof a distance of 409.89 feet to the True Point of Beginning;  
thence north 04°04'06" east along the east line thereof a distance of 30.22 feet;  
thence along said easement the following courses and distances;  
south 89°22'54" east; 89.54 feet;  
north 00°17'54" east, 180.77 feet;  
north 70°15'18" east, 151.47 feet;  
south 18°05'35" east, 16.25 feet;  
south 12°47'40" east, 13.86 feet;  
south 70°15'18" west, 128.34 feet;  
south 00°17'54" west, 160.11 feet;  
south 89°22'54" east, a distance of 118.28 feet to the intersection with the proposed westerly right of way margin of Southcenter Parkway;  
thence south 09°49'47" west along said proposed right of way line, a distance of 30.39 feet;  
thence north 89°22'54" west, a distance of 234.68 feet to the True Point of Beginning.

Contains an area of 16,424 square feet, or 0.377 acre, more or less.

**EXHIBIT B****Legal Description and Survey****Temporary Construction Easement****Temporary Construction Easement – Segment #1 (15 Foot Temporary Easement)**

That portion of the northwest and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;

thence north 04°04'06" east along the east line thereof a distance of 450.13 feet;

thence south 89°18'13" east, 78.79 feet;

thence north 00°17'54" east, 177.84 feet;

thence north 70°15'18" east, 158.75 feet;

thence south 18°05'35" east, 26.62 feet;

thence south 12°47'40" east, 23.93 feet;

thence south 70°15'18" west, 30.26 feet to the True Point of Beginning,

thence along said easement the following courses and distances:

south 18°38'54" east, 50.48 feet;

south 09°30'36" east, 216.15 feet;

south 09°31'24" west, 72.30 feet;

south 47°07'03" east, 26.05 feet to a point of curvature of a curve to the left whence the center bears north 42°52'57" east, a distance of 20.00 feet;

thence along said curve through a central angle of 87°54'06", an arc length of 30.68 feet to the westerly margin of Southcenter Boulevard;

thence south 44°58'49" west along said margin a distance of 31.00 feet to a point of curvature of a curve to the left whence the center bears south 43°15'20" east, a distance of 497.50 feet;

thence along said curve through a central angle of 02°43'51", an arc length of 23.71 feet to a point of curvature of a curve to the left whence the center bears north 45°59'11" west, a distance of 20.00 feet;

thence along said curve through a central of 91°07'52" an arc length of 31.32 feet to the point of tangency;

thence continuing along said easement the following courses and distances:

north 47°07'03" west, 47.05 feet;

north 15°06'40" west, 210.22 feet;

north 51°21'57" west, 52.38 feet;

north 00°17'54" east, 19.12 feet;

south 51°21'57" east, 69.15 feet;

south 15°06'40" east, 212.67 feet;

north 09°31'24" east, 61.08 feet;

north 09°30'36" west, 212.44 feet;

north 18°38'54" west, 49.00 feet;  
 north 70°15'18" east, 15.00 feet to the True Point of Beginning.  
 Contains an area of 10,183 square feet, or 0.224 acre, more or less.

Temporary Construction Easement – Segment #2 (10 Foot Temporary Easement)

That portion of the northwest quarter and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;  
 thence north 04°04'06" east along the east line thereof a distance of 410.05 feet to the True Point of Beginning;  
 thence south 89°18'13" east, 121.42 feet;  
 thence north 00°17'54" east, 190.11 feet;  
 thence north 70°15'18" east, 128.34 feet;  
 thence south 12°47'40" east, 10.07 feet;  
 thence south 70°15'18" west, 120.12 feet;  
 thence south 00°17'54" west, 193.18 feet;  
 thence north 89°18'13" west, 132.08 feet to the east line of said tax parcel;  
 thence north 04°04'06" east, 10.02 feet to the True Point of Beginning.  
 Contains an area of 4,426 square feet, or 0.101 acre, more or less.

Temporary Construction Easement – Segment #3 (10 Foot Temporary Easement)

That portion of the northwest quarter and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;  
 thence north 04°04'06" east along the east line thereof a distance of 450.13 feet to the True Point of Beginning;  
 thence south 89°18'13" east, 78.79 feet;  
 thence north 00°17'54" east, 177.84 feet;  
 thence north 70°15'18" east, 158.75 feet;  
 thence south 18°05'35" east, 10.00 feet;  
 thence south 70°15'18" west, 151.47 feet;  
 thence south 00°17'54" west, 180.89 feet;  
 thence north 89°18'13" west, 89.45 feet to the east line of said tax parcel  
 thence north 04°04'06" east, 10.02 feet to the True Point of Beginning.  
 Contains an area of 4,185 square feet, or 0.096 acre, more or less.

CONTAINING A TOTAL AREA OF 18,794 SQUARE FEET, OR 0.431 ACRE, M/L

**EXHIBIT C****Legal Description and Survey****Surplus Property****Legal Description "the Ravine" (3.83 acres m/l) and "the Orphan" (1.44 acres m/l)**

Parcel B, City of Tukwila Boundary Line Adjustment No. L09-031 and also described as:

That portion of the northwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the west quarter corner of said Section 35;

thence south 87°56'21" east along the east-west centerline of said Section 35 a distance of 960.00 feet to the True Point of Beginning;

thence south 53°24'38" west a distance of 306.16 feet more or less to a point on Highway Engineer's Station Lw 2455+00.0;

thence south 80°25'13" east on Highway Engineer's Station Lw 2455+00.0 a distance of 199.40 feet more or less to a line 700 feet east and parallel with Washington State Primary Highway No. 5; According to the Lw survey line;

thence south 09°34'47" west along said margin, a distance of 449.32 feet;

thence north 65°13'16" west, a distance of 502.58 feet, to the intersection of the south Right of Way margin of Orillia Road Ext. North and the east right of way margin of P.S.H. #1 (SR-5) at Right of Way Station Lw 2451+82.45, 215' right;

thence north 09°34'47" east, parallel with P.S.H. #a (SR-5) Lw line of distance of 317.55 feet to Lw 2455+00.0, 215 right;

thence south 80°25'13" east, a distance of 50.00 feet to Lw 2455+00.0, 265' right;

thence north 09°34'47" east, parallel with P.S.H. #1 (SR-5) Lw line a distance of 161.78 feet to the north line of the southwest quarter of said Section;

thence south 87°56'21" east, along said north line a distance of 451.50 feet to the True Point of Beginning;

EXCEPT portions conveyed to the State of Washington for P.S.H. #1 (SR-5)

ALSO EXCEPT road

Contains an area of 229,510 square feet or +/- 5.27 acres, more or less

**EXHIBIT D****Certificate of Non-Foreign Status**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States 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); and
2. Transferor's United States employer identification number is 91-6001327; and
3. Transferor's office address is King County Facilities Management Division, Asset Development and Management Section, Room 500 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104
4. Transferor understands that this certification may be disclosed to the Internal Revenue Service by the 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\_\_.

**TRANSFEROR:**

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

**EXHIBIT E****Bargain and Sale Deed**

King County Real Property Division  
 Room 500A King County Administration Bldg.  
 500 Fourth Avenue  
 Seattle, WA 98

Grantor: King County  
 Grantee: 1) Segale Properties LLC  
 Legal Des: Section 35, Township 23 North, Range 4 East  
 Tax ID #: A Portion of 352304-9037

**BARGAIN AND SALE DEED**

The Grantor, **KING COUNTY**, a political subdivision of the State of Washington, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, bargains, sells and conveys unto the Grantee, **Segale Properties LLC**, a Washington limited liability company ("Segale Properties"), the following described real estate, situated in King County, Washington, together with all after acquired title of the Grantor herein for right of way purposes:

**Legal Description "the Ravine" (3.83 acres m/l) and "the Orphan" (1.44 acres m/l) (collectively the "Surplus Property"):**

Parcel B, City of Tukwila Boundary Line Adjustment No. L09-031 and also described as:

That portion of the northwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the west quarter corner of said Section 35;

thence south 87°56'21" east along the east-west centerline of said Section 35 a distance of 960.00 feet to the True Point of Beginning;

thence south 53°24'38" west a distance of 306.16 feet more or less to a point on Highway Engineer's Station Lw 2455+00.0;

thence south 80°25'13" east on Highway Engineer's Station Lw 2455+00.0 a distance of 199.40 feet more or less to a line 700 feet east and parallel with Washington State Primary Highway No. 5; According to the Lw survey line;

thence south 09°34'47" west along said margin, a distance of 449.32 feet;

thence north 65°13'16" west, a distance of 502.58 feet, to the intersection of the south Right of Way margin of Orillia Road Ext. North and the east right of way margin of P.S.H. #1 (SR-5) at Right of Way Station Lw 2451+82.45, 215' right;



**SCHEDULE 1**  
**Permitted Exceptions**

**EXHIBIT F**

**Sewer and Storm Water Drainage Easement**

King County Real Estate Services  
500 Fourth Avenue, Rm 500A  
Seattle, WA 98104

Grantor: 1) Segale Properties LLC  
Grantee: King County  
Legal: W ½, 35-23-04  
Tax Parcel ID # 352304-9049; 352304-9050; 352304-9051; 352304-9015

**SEWER AND STORMWATER DRAINAGE EASEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2010,  
between SEGAL PROPERTIES LLC, hereinafter called the Grantor and KING COUNTY a  
political subdivision of the State of Washington, hereinafter called Grantee.

**WITNESSETH**

Whereas, the Grantor herein is the owner of those certain parcels of land described as follows:

**PARCEL A: (APN 352304-9015)**

Parcel A, City of Tukwila Boundary Line Adjustment Number L06-029, recorded under  
Recording Number 20060913900003, in King County, Washington, being a portion of the  
southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County,  
Washington.

**PARCEL B: (APN 352304-9050)**

That portion of Government Lot 7, Section 35, Township 23 North, Range 4 East, W.M., in King  
County, Washington, lying northwesterly of county road (known as 57<sup>th</sup> Avenue South);

EXCEPT that portion thereof described as follows:

Beginning at an iron pipe set at the intersection of the north line said government Lot 7 with the  
west line of said county road;

thence west along the said north line 210 feet, more or less, to an iron pipe at the foot of the hill;

thence southerly along the foot of the hill 259 feet, more or less, to an iron pipe set in the westerly line of said County Road;  
 thence northeasterly 313 feet, more or less, along said county road to the True Point of Beginning.

PARCEL C: (APN 352304-9049)

The north 490 feet of the east 100 feet of that portion of the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the south boundary line of the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, from which point the southwest corner of said section bears north 89°03'20" west, a distance of 507.00 feet;

thence along said south line south 89°03'20" east to the westerly line of county road;  
 thence northeasterly along said westerly line of said county road to its intersection with the east line of the southwest quarter of the southwest quarter of Section 35;

thence northerly along said east line to the northeast corner of said subdivision;

thence westerly along the north line thereof, 100.00 feet;

thence southerly parallel to the east line of said subdivision 490.00 feet;

thence westerly along a line parallel to the north line of said subdivision 1238.31 feet, more or less, to the west line of said subdivision;

thence southerly along said west line to its intersection with the northeasterly line of the Orillia Road Extension;

thence southeasterly along said northeasterly line of said road to its intersection with the northeasterly line of that certain tract of land heretofore conveyed to King County by deed recorded in Volume 1522 of Deeds, page 526, in King County, Washington, recorded under Recording Number 2722034;

thence southeasterly along said northeasterly line to an angle point herein;

thence continuing southeasterly along the northeasterly line of said tract, 731.2 feet to the Place of Beginning;

EXCEPT any portion thereof lying within a tract of land conveyed to King County by deed recorded under Recording Number 3353356.

PARCEL D: (APN 352304-9051)

That portion of the northwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, lying easterly of the Orillia Road Extension, described as follows:

Beginning at the west quarter corner of said Section 35;

thence south 87°56'00" east along east and west center line 960 feet;

thence south 53°24'59" west 727.57 feet to the True Point of Beginning;

thence south 38°42'02" east 1144.63 feet to the south line of the northwest quarter of the southwest quarter;  
 thence south 87°57'00" east along said south line 100 feet to the southeast corner of said subdivision;  
 thence north 04°04'00" east along the east line to a point bearing south 85°56'00" east from the true point of beginning;  
 thence north 85°56'00 west to the True Point of Beginning;

EXCEPT any portion lying within that certain tract conveyed to Charles C. Strong and others, dated July 5, 1904, and recorded under Recording Number 322573;

AND EXCEPT that portion condemned in King County Superior Court Cause Number 590470 for Primary State Highway No. 1.

The said Grantor, for and in consideration of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, do by these presents grant to said Grantee, its successors and assigns, agents, and licensees, an easement for a drainage facility over, through, across, and under the property hereinafter described, situated in King County, Washington, being described as follows:

That portion of the northwest and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;  
 thence north 04°04'06" east along the east line thereof a distance of 409.89 feet to the True Point of Beginning;  
 thence north 04°04'06" east along the east line thereof a distance of 30.22 feet;  
 thence along said easement the following courses and distances;  
 south 89°22'54" east, 89.45 feet;  
 north 00°17'54" east, 180.77 feet;  
 north 70°15'18" east, 151.47 feet;  
 south 18°05'35" east, 16.25 feet;  
 south 12°47'40" east, 13.86 feet;  
 south 70°15'18" west, 128.34 feet;  
 south 00°17'54" west, 160.11 feet;  
 south 89°22'54" east, a distance of 118.28 feet to the intersection with the proposed westerly right of way margin of Southcenter Parkway;  
 thence south 09°49'47" west along said proposed right of way line, a distance of 30.39 feet;  
 thence north 89°22'54" west, a distance of 234.68 feet to the true point of beginning.

Contains an area of 16,424 square feet, or 0.377 acre, more or less.

NOW THEREFORE, the Grantee, its successors and assigns, shall have the right at such time as may be necessary, to enter upon the property for the purposes of constructing, reconstructing, maintaining, and repairing said drainage facility, as herein set forth, in conformity with standard

plans and specifications, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain of the State of Washington.

## 2. Miscellaneous Covenants.

The Grantor and the Grantee, by accepting and recording the Sewer and Stormwater Drainage Easement more fully described above, further agree as follows:

A. Grantee, and its successors and assigns, shall protect, indemnify, defend and hold Grantor, and its successors and assigns, harmless from and against any and all losses, costs, claims, suits, liabilities, causes of action and expenses of any kind or nature which are caused by or result from a negligent action or omission of Grantee, its officers, agents and employees by reason of the exercise of the rights granted under this Sewer and Stormwater Drainage Easement.

B. Without limiting the generality of the foregoing indemnity set forth in Paragraph 2(A) of this instrument, Grantee shall protect, indemnify, defend, and hold harmless Grantor, and its successors and assigns, from and against any and all loss, costs, claims, suits, liabilities, causes of action and expenses of any kind or nature arising out of, related to, resulting from or incurred by reason of or based upon, the release onto or from Grantor's Property by Grantee, or any of its respective employees, agents, contractors and/or licensees of any hazardous or toxic materials or substances, or the violation by any such party of any law or laws regulating the handling, treatment, storage, disposal, release, or transport of any hazardous or toxic materials or substances. The term "hazardous or toxic materials or substances" as used in this instrument shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

C. The rights, conditions, covenants and provisions contained in this instrument shall inure to the benefit of and are binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns and shall run with the land.

D. All right, title and interest that may be used and enjoyed without interfering with the Sewer and Stormwater Drainage Easement rights conveyed in this instrument are reserved to the Grantor.

E. Each party to this instrument has been represented by counsel in connection with the negotiation, execution and delivery of this instrument. Each of the provisions of this instrument has been reviewed and negotiated, and represents the combined work product of both parties to this instrument. No presumption or other rules of construction which would interpret the provisions of this instrument in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Sewer and Stormwater Drainage Easement.

F. The laws of the State of Washington shall govern the interpretation and enforcement of this Sewer and Stormwater Drainage Easement.

G. Upon at least sixty (60) days prior written notice from Grantor to Grantee, Grantee shall relocate Grantee's improvements to a location mutually acceptable to both Grantor and Grantee, provided however, that such relocation shall be at Grantor's sole cost and expense, including all reasonable direct and indirect costs and/or damages incurred by the County.

H. In the event that a portion or portions of the Sewer and Stormwater Drainage Easement area need to be used for the construction of Southcenter Parkway by entities and/or their agents that are not parties to this agreement, the parties shall work cooperatively with each other to avoid interference and to enable the separate work to occur in the Sewer and Stormwater Drainage Easement area. This easement shall terminate automatically without further action required of either party for that portion of the easement area, if any, that is deeded after the date of this easement by Grantor to the City of Tukwila for the Southcenter Parkway right of way. If the west margin of the Southcenter Parkway right of way line is adjusted to a location different than described in Exhibit A, the legal description of the Sewer and Stormwater Drainage Easement will be adjusted to ensure closure of the west margin of the Southcenter Parkway right of way and the east margin of the Sewer and Stormwater Drainage Easement.

IN WITNESS WHEREOF, the parties have executed this instrument on \_\_\_\_\_.

**KING COUNTY:**

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Deputy Prosecuting Attorney

SEGALE PROPERTIES LLC,  
a Washington limited liability company

By Metro Land Development, Inc.  
Its Manager

\_\_\_\_\_  
Mark A. Segale, Vice President

STATE OF WASHINGTON }  
                                  } ss.  
COUNTY OF KING

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
                                  : ss  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_, of Segale Properties 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 limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the limited liability company and that he/she was authorized to execute the said instrument.

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

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My Appointment expires: \_\_\_\_\_

**EXHIBIT G**

King County Property Services Division  
King County Administration Building, Rm. 500  
500 Fourth Avenue  
Seattle, WA 98104

**TEMPORARY CONSTRUCTION EASEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2009,  
between SEGALE PROPERTIES LLC, a Washington limited liability company, , hereinafter  
called the Grantor, and KING COUNTY a political subdivision of the State of Washington,  
hereinafter called Grantee.

**WITNESSETH:**

WHEREAS, the Grantor represents and warrants to be the owner of those certain parcels of land  
described as follows:

**PARCEL A: (APN 352304-9015)**

Parcel A, City of Tukwila Boundary Line Adjustment Number L06-029, recorded under  
Recording Number 20060913900003, in King County, Washington, being a portion of the  
southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County,  
Washington.

**PARCEL B: (APN 352304-9050)**

That portion of Government Lot 7, Section 35, Township 23 North, Range 4 East, W.M., in King  
County, Washington, lying northwesterly of county road (known as 57<sup>th</sup> Avenue South);

EXCEPT that portion thereof described as follows:

Beginning at an iron pipe set at the intersection of the north line said government Lot 7 with the west line of said county road;  
 thence west along the said north line 210 feet, more or less, to an iron pipe at the foot of the hill;  
 thence southerly along the foot of the hill 259 feet, more or less, to an iron pipe set in the westerly line of said County Road;  
 thence northeasterly 313 feet, more or less, along said county road to the True Point of Beginning.

PARCEL C: (APN 352304-9049)

The north 490 feet of the east 100 feet of that portion of the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at a point on the south boundary line of the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, from which point the southwest corner of said section bears north  $89^{\circ}03'20''$  west, a distance of 507.00 feet;  
 thence along said south line south  $89^{\circ}03'20''$  east to the westerly line of county road;  
 thence northeasterly along said westerly line of said county road to its intersection with the east line of the southwest quarter of the southwest quarter of Section 35;  
 thence northerly along said east line to the northeast corner of said subdivision;  
 thence westerly along the north line thereof, 100.00 feet;  
 thence southerly parallel to the east line of said subdivision 490.00 feet;  
 thence westerly along a line parallel to the north line of said subdivision 1238.31 feet, more or less, to the west line of said subdivision;  
 thence southerly along said west line to its intersection with the northeasterly line of the Orillia Road Extension;  
 thence southeasterly along said northeasterly line of said road to its intersection with the northeasterly line of that certain tract of land heretofore conveyed to King County by deed recorded in Volume 1522 of Deeds, page 526, in King County, Washington, recorded under Recording Number 2722034;  
 thence southeasterly along said northeasterly line to an angle point herein;  
 thence continuing southeasterly along the northeasterly line of said tract, 731.2 feet to the Place of Beginning;  
 EXCEPT any portion thereof lying within a tract of land conveyed to King County by deed recorded under Recording Number 3353356.

PARCEL D: (APN 352304-9051)

That portion of the northwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, lying easterly of the Orillia Road Extension, described as follows:

Beginning at the west quarter corner of said Section 35;  
 thence south  $87^{\circ}56'00''$  east along east and west center line 960 feet;  
 thence south  $53^{\circ}24'59''$  west 727.57 feet to the True Point of Beginning;

thence south 38°42'02" east 1144.63 feet to the south line of the northwest quarter of the southwest quarter;  
 thence south 87°57'00" east along said south line 100 feet to the southeast corner of said subdivision;  
 thence north 04°04'00" east along the east line to a point bearing south 85°56'00" east from the true point of beginning;  
 thence north 85°56'00 west to the True Point of Beginning;  
 EXCEPT any portion lying within that certain tract conveyed to Charles C. Strong and others, dated July 5, 1904, and recorded under Recording Number 322573;  
 AND EXCEPT that portion condemned in King County Superior Court Cause Number 590470 for Primary State Highway No. 1.

WHEREAS, the Grantee is about to perform certain improvement work on: Bow Lake Transfer Station

NOW, THEREFORE, in consideration of the premises, the Grantor hereby grants to the Grantee, by this Agreement, the right to locate equipment on the following described land for the purposes of carrying on said construction activities:

Temporary Construction Easement – Segment #1 (15 Foot Temporary Easement)

That portion of the northwest and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, more particularly described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;  
 thence north 04°04'06" east along the east line thereof a distance of 450.13 feet;  
 thence south 89°18'13" east, 78.79 feet;  
 thence north 00°17'54" east, 177.84 feet;  
 thence north 70°15'18" east, 158.75 feet;  
 thence south 18°05'35" east, 26.62 feet;  
 thence south 12°47'40" east, 23.93 feet;  
 thence south 70°15'18" west, 30.26 feet to the True Point of Beginning,  
 thence along said easement the following courses and distances:  
 south 18°38'54" east, 50.48 feet;  
 south 09°30'36" east, 216.15 feet;  
 south 09°31'24" west, 72.30 feet;  
 south 47°07'03" east, 26.05 feet to a point of curvature of a curve to the left whence the center bears north 42°52'57" east, a distance of 20.00 feet;  
 thence along said curve through a central angle of 87°54'06", an arc length of 30.68 feet to the westerly margin of Southcenter Boulevard;  
 thence south 44°58'49" west along said margin a distance of 31.00 feet to a point of curvature of a curve to the left whence the center bears south 43°15'20" east, a distance of 497.50 feet;

thence along said curve through a central angle of  $02^{\circ}43'51''$ , an arc length of 23.71 feet to a point of curvature of a curve to the left whence the center bears north  $45^{\circ}59'11''$  west, a distance of 20.00 feet;

thence along said curve through a central of  $91^{\circ}07'52''$  an arc length of 31.32 feet to the point of tangency;

thence continuing along said easement the following courses and distances:

north  $47^{\circ}07'03''$  west, 47.05 feet;

north  $15^{\circ}06'40''$  west, 210.22 feet;

north  $51^{\circ}21'57''$  west, 52.38 feet;

north  $00^{\circ}17'54''$  east, 19.12 feet;

south  $51^{\circ}21'57''$  east, 69.15 feet;

south  $15^{\circ}06'40''$  east, 212.67 feet;

north  $09^{\circ}31'24''$  east, 61.08 feet;

north  $09^{\circ}30'36''$  west, 212.44 feet;

north  $18^{\circ}38'54''$  west, 49.00 feet;

north  $70^{\circ}15'18''$  east, 15.00 feet to the True Point of Beginning.

Contains an area of 10,183 square feet, or 0.224 acre, more or less.

Temporary Construction Easement – Segment #2 (10 Foot Temporary Easement)

That portion of the northwest quarter and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;

thence north  $04^{\circ}04'06''$  east along the east line thereof a distance of 410.05 feet to the True Point of Beginning;

thence south  $89^{\circ}18'13''$  east, 121.42 feet;

thence north  $00^{\circ}17'54''$  east, 190.11 feet;

thence north  $70^{\circ}15'18''$  east, 128.34 feet;

thence south  $12^{\circ}47'40''$  east, 10.07 feet;

thence south  $70^{\circ}15'18''$  west, 120.12 feet;

thence south  $00^{\circ}17'54''$  west, 193.18 feet;

thence north  $89^{\circ}18'13''$  west, 132.08 feet to the east line of said tax parcel;

thence north  $04^{\circ}04'06''$  east, 10.02 feet to the True Point of Beginning.

Contains an area of 4,426 square feet, or 0.101 acre, more or less.

Temporary Construction Easement – Segment #3 (10 Foot Temporary Easement)

That portion of the northwest quarter and the southwest quarter of the southwest quarter of Section 35, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the southeast corner of Tax Parcel No. 3523049037, said parcel being known as the King County Bow Lake Transfer Station;

thence north 04°04'06" east along the east line thereof a distance of 450.13 feet to the True Point of Beginning;

thence south 89°18'13" east, 78.79 feet;

thence north 00°17'54" east, 177.84 feet;

thence north 70°15'18" east, 158.75 feet;

thence south 18°05'35" east, 10.00 feet;

thence south 70°15'18" west, 151.47 feet;

thence south 00°17'54" west, 180.89 feet;

thence north 89°18'13" west, 89.45 feet to the east line of said tax parcel

thence north 04°04'06" east, 10.02 feet to the True Point of Beginning.

Contains an area of 4,185 square feet, or 0.096 acre, more or less.

CONTAINING A TOTAL AREA OF 18,794 SQUARE FEET, OR 0.431 ACRE, M/L

The above-described Temporary Construction Easement shall commence on the date this instrument is executed by the Grantor and Grantee and will automatically terminate without further action required of either party on December 31, 2012.

The Grantee shall, upon completion of its work, remove all equipment and debris, and restore the surface of the Temporary Construction Easement Areas identified above (i) to the condition existing prior to entry by Grantee, (ii) repair any damage occasioned by its entry onto and use of the Easement Areas, and (iii) replace and replant any destroyed or removed trees and vegetation within the Temporary Construction Easement Area. Grantee shall not remove any trees or vegetation from the Temporary Construction Easement Areas without the prior approval of Grantor.

## 2. Miscellaneous Covenants.

The Grantor and the Grantee, by accepting and recording the Temporary Construction Easement more fully described above, further agree as follows:

A. Grantee, and its successors and assigns, shall protect, indemnify, defend and hold Grantor, and its successors and assigns, harmless from and against any and all loss, costs, claims, suits, liabilities, causes of action and expenses of any kind or nature which are caused by or result from a negligent action or omission of Grantee, its officers, agents and employees by reason of the exercise of the rights granted under this Temporary Construction Easement.

B. Without limiting the generality of the foregoing indemnity set forth in Paragraph 2(A) of this instrument, Grantee shall protect, indemnify, defend, and hold harmless Grantor, and its successors and assigns, from and against any and all loss, costs, claims, suits, liabilities, causes of action and expenses of any kind or nature arising out of, related to, resulting from or incurred by reason of or based upon, the release onto or from Grantor's Property by Grantee, or any of its respective employees, agents, contractors and/or licensees of any hazardous or toxic materials or substances, or the violation by any such

party of any law or laws regulating the handling, treatment, storage, disposal, release, or transport of any hazardous or toxic materials or substances. The term "hazardous or toxic materials or substances" as used in this instrument shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

C. The rights, conditions, covenants and provisions contained in this instrument shall inure to the benefit of and are binding on the parties hereto and their respective heirs, administrators, executors, successors and assigns and shall run with the land.

D. All right, title and interest that may be used and enjoyed without interfering with the Temporary Construction Easement rights conveyed in this instrument are reserved to the Grantor.

E. Each party to this instrument has been represented by counsel in connection with the negotiation, execution and delivery of this instrument. Each of the provisions of this instrument has been reviewed and negotiated, and represents the combined work product of both parties to this instrument. No presumption or other rules of construction which would interpret the provisions of this instrument in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Temporary Construction Easement.

F. The laws of the State of Washington shall govern the interpretation and enforcement of this Temporary Construction Easement.

G. In the event that a portion or portions of the Temporary Construction Easement area need to be used for the construction of Southcenter Parkway by entities and/or their agents that are not parties to this agreement, the parties shall work cooperatively with each other to avoid interference and to enable the separate work to occur in the Temporary Construction Easement area. It is further agreed that a portion of this Temporary Construction Easement will be conveyed to the city of Tukwila for the new Southcenter Parkway right of way. That portion conveyed to the city of Tukwila shall be subtracted from the temporary construction easement area upon recording of the Deed for right of way.

IN WITNESS WHEREOF, the parties have executed this instrument on \_\_\_\_\_.

**KING COUNTY:**

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

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

APPROVED AS TO FORM:

By \_\_\_\_\_  
Deputy Prosecuting Attorney

SEGALE PROPERTIES LLC,  
a Washington limited liability company

By Metro Land Development, Inc.  
Its Manager

\_\_\_\_\_  
Mark A. Segale, Vice President

STATE OF WASHINGTON }  
                                  } ss.  
COUNTY OF KING

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
                                  : Ss  
COUNTY OF KING        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_, of Segale Properties 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 limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting

as said officer of the limited liability company and that he/she was authorized to execute the said instrument.

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

\_\_\_\_\_  
*(Signature of Notary)*

\_\_\_\_\_  
*(Print or stamp name of Notary)*

NOTARY PUBLIC in and for the State of Washington

Residing at: \_\_\_\_\_

My Appointment expires: \_\_\_\_\_

**EXHIBIT H**

**Special Use Permit**



King County

KING COUNTY  
Department of Construction and Facilities Management  
Property Services Division  
500 King County Administration Building  
500 Fourth Avenue  
Seattle, WA 98104 (206) 296-7456 FAX 296-0196

DRAFT

SPECIAL USE PERMIT  
Use of County Owned Property

PERMIT NUMBER: S-35-10	FILE NO.	DATE: 04/29/2010
PERMITTEE:		
SEGALE PROPERTIES - MARK SEGALE P.O. BOX 88028 TUKWILA, WA 98138-		
DAY PHONE: 206-575-2000      OTHER/FAX PHONE: 206-575-1837F		
PURPOSE: FOR LIMITED ACCESS TO NORTHERLY ADJOINING SURPLUS PROPERTY FOR SURVEYS, GEOGRAPHICAL STUDIES & INSPECTIONS.		
LEGAL DESCRIPTION	1/4 Sec Twp Rge	Account No.      Kroll Page
SW 35 23 04		352304-9037      350W
SW 35 23 04		352304-9124      350W
BOW LAKE TRANSFER STATION - 18800 ORILLIA RD. S. WITHIN THE BOUNDARIES OF THE ABOVE REFERENCED PARCELS.		
EXPIRATION: This permit shall not be valid for more than 5 YEARS and expires on the _____ day of _____ 2015.		
PERMIT FEE:	\$ 500.00	INSPECTION FEE: \$ 0.00
ADMINISTRATIVE FEE:	\$ 0.00	PLAN REVIEW FEE: \$ 0.00
LAND USE FEE:	\$ 0.00	OTHER FEE: \$ 0.00
BOND AMOUNT:	\$ 0.00	INSURANCE AMOUNT: \$ 1,000,000.00
Permittee MUST notify TOM CREEGAN      AT: 206-263-6476 AT LEAST 72 HOURS PRIOR TO PERFORMING ANY WORK & IMMEDIATELY UPON COMPLETION.		
By this permit King County authorizes the use of the above described property:		
Custodial Approval _____ Date _____		
Property Services Approval _____ Date _____		
The Permittee agrees to comply with the terms and conditions contained herein. SEE REVERSE SIDE FOR TERMS AND CONDITIONS.		
Signature of Permittee _____ Date _____		

NOTE: Permit not valid without all necessary signatures and expiration date.  
Ordinance 4099, King County Code 14.46

1. **PERM REVOCATION:** This Permit is revocable at any time by King County. The right to revoke is expressly reserved to King County.
2. **INDEMNITY AND HOLD HARMLESS.** The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this Permit. The Permittee's obligation under this section shall include: a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties. b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense. c) Indemnification of claims made by the Permittee's own employees or agents. d) Waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.
- In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee.
- In the event it is determined that RCW 4.24.115 applies to this agreement, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Permittee's negligence. Permittee agrees to defend, indemnify, and hold harmless the County for claims by Permittee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties.
3. **ANTI-DISCRIMINATION:** In all hiring or employment made possible or resulting from this Permit, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Permit on the grounds of race, color, ancestry, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained guide-dog by a blind or deaf person. Any violation of this provision shall be considered a violation of a material provision of this Permit and shall be grounds for cancellation, termination or suspension in whole or in part of the Permit by the County, and may result in ineligibility for further County permits.
4. **NON-EXCLUSIVE RIGHT:** This Permit shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other permits to other public or private entities, nor shall it prevent the County from using any public place for any and all public use or affect its jurisdiction over any part of them.
5. **ASSESSMENTS:** Permittee shall be required to pay any general or special assessments incurred by King County which are directly attributable to or arising from any actions, occupancy, or usage authorized herein.
6. **TERMINATION:** The Permittee may terminate the Permit by written notice to the Manager of Real Estate Services Section. Upon revocation, termination, or abandonment, the Permittee shall remove at his expense all facilities placed on said property by the Permittee, and restore the premises to a condition which is equivalent in all respects to the condition existing prior to installation of the facilities, or to a condition which is satisfactory to the County. If the Permittee has not accomplished removal and restoration at the end of a ninety-day period following the effective date of revocation, termination, expiration, or abandonment, the County may accomplish all of the necessary work and charge all of the costs to the Permittee.
7. **RESTORATION:** After completion of work authorized by this Permit, the Permittee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to starting work, or a condition satisfactory to King County. If the Permittee delays the restoration beyond expiration of the Permit, the County may accomplish all the necessary work and charge all the costs to the Permittee.
8. **REPAIRING DAMAGE BY PERMITTEE:** In the event that damage of any kind is caused by the Permittee in the course of performing work authorized by this Permit, Permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County agent. If the County determines it is necessary, the County may accomplish the work and charge all the costs to the Permittee.
9. **ABATEMENT OF UNSAFE CONDITIONS:** The County representative may at any time, do, order, or have done all work considered necessary to restore to a safe condition any area described in Permit left by the Permittee in a condition dangerous to life or property. The Permittee shall pay, upon demand, to the County all costs of such work, materials, etc. Nothing in this section shall relieve the Permittee of duties under Terms and Conditions No. 2 above.
10. **RIGHTS RESERVED TO COUNTY - CONFORMANCE AND PAYMENT OF COST REQUIRED:** The County reserves the right to use, occupy, and enjoy its property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. The Permittee, upon written notice, will at his own cost and expense remove, repair, relocate, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the County according to a time schedule contained in the written notice.
11. **NOTICE:** Permittee agrees to obtain information from other utility operators regarding the location and current status of their installations before starting work. Property owners adjoining, or in proximity to, the project as described herein shall be notified by Permittee when such property is exposed to the possibility of injury or damage through performance of work on the project authorized by this Permit. Permittee shall make all advance arrangements necessary to protect such property or utility from injury or damage.
12. **OTHER APPLICABLE LAWS:** Issuance of this Permit does not in any way relieve the Permittee from complying with any other applicable laws in performing the work subject to this Permit.
13. **RE-ENTRY:** After completion of work authorized by this Permit, if the Permittee desires to re-enter upon the property described herein for any reconstruction, notice shall be provided in advance to King County together with the plans and specifications for the work proposed, and shall not be permitted without the County's consent.
14. **TITLE:** This Permit grants only the right to use King County's interest in the herein described property, and the granting of this Permit is not a warranty that good title to any specific property is vested in King County.
15. **SPECIAL TERMS AND CONDITIONS:** (SEE ATTACHED SHEET(S))

SEGALE PROPERTIES  
SPECIAL USE PERMIT  
S-35-10

**15. SPECIAL TERMS AND CONDITIONS:**

- a. The permittee's activities on this site shall be limited to those described in SECTION 5.1.2 & 5.1.3 of the Real Estate Purchase & Sale Agreement.
- b. The permittee's equipment and/or vehicles are not to be staged or stored over night.
- c. The access gate must be lock at all times when equipment and vehicles are not entering and exiting the gate.
- d. The permittee shall not in anyway disrupt the activities of the Solid Waste Division.
- e. The permittee shall restore the property to its original or better condition or to a condition found satisfactory by King County.
- f. The permittee shall be responsible for the removal and disposal of all debris and materials from the permit area immediately upon completion of the work.
- g. The permittee understands that no further work, use, improvements or alterations shall be made without first obtaining a new Special User Permit.
- h. The permittee shall be solely responsible for the replacement and/or repair of any subsurface or surface utilities damaged and/or destroyed as a result of any work authorized by this permit.
- i. The permittee shall restore all roads and any other areas damaged as a result of this permit to its original or better condition.
- j. King County reserves the right to set additional terms as unforeseen conditions may warrant.
- k. King County reserves the right to amend, modify, or revoke this permit and/or terms and condition at his/her sole discretion.

151. INSURANCE:

By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks, and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."

1. Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

General Liability:

Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$1,000,000. Combined Single Limit Bodily Injury and Property Damage.

WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;

EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$1,000,000.

2. Deductibles and Self-Insured Retentions

The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.

151. INSURANCE CONTINUED:

3. Other Insurance Provisions

The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions

a. All Liability policies except Workers Compensation:

1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.
2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.
3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. All Policies:

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

5. Verification of Coverage

The permittee shall furnish the King County Real Property Division with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Municipal or State Agency Provision

If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

**EXHIBIT I**

Access Permit Map



# Appendix C

## 1. Right of Way Construction Permit

**Utility  
Right of Way Construction Permit**



Department of Public Services  
Real Estate Services Section  
King County Administration Bldg.  
500 Fourth Avenue, Room 500  
Seattle, WA 98104-0237  
Permits 206-296-7456 Fax 206-296-0196  
Job Starts/Inspections 206-296-8122

Permit No. W-94-11 Job No. CHATHAM RIDGE IRR. SYS  
Franchise No. \_\_\_\_\_ Kroll Page No. 421  
Date 03/01/2011 Section 26 TWP. 26 Range 04  
Environmental Assessment  
 Required Date Received \_\_\_\_\_  
 Not Required  
 Existing Assessment  
 Replacement  
 Categorically Exempt

Applicant NORTHSHORE UTILITY DISTRICT Phone No. 425-398-4403  
Address P O BOX 82489 ULID No. \_\_\_\_\_  
KENMORE, WA 98028 Bond Amount \_\_\_\_\_

Job Description & Location \_\_\_\_\_  
Emergency Contact Name: KELLY NESBITT  
Emergency Contact Phone Number: 425-398-4403  
install Chatham Ridge plat irrigation system service  
@ NE 117th Pl & 82nd Ave NE

THIS PERMIT IS FOR KING COUNTY RIGHT OF WAY ONLY.  
GIVE DISTANCE BY STREET OR ROAD WITH AN ON, FROM AND TO DESCRIPTION.  
ALL WATER MAIN EXTENSIONS MUST HAVE APPROVAL FROM THE FIRE MARSHAL.  
ALL UNDERGROUND UTILITY LINES MUST HAVE A MINIMUM 36" COVER.  
ALL WORK TO BE DONE SUBJECT TO THE APPROVAL OF THE KING COUNTY ROAD ENGINEER.  
ALL WORK SHALL BE PERFORMED IN CONFORMANCE WITH KING COUNTY ROAD STANDARDS.

The undersigned agrees to comply with provisions, conditions and requirements contained in the "Standards of Good Practice for County Road Departments" published by County Road Administration Board.  
All work to be done in conformity with conditions and requirements of the King County Code 6.27, 13.24 and 14.44, and the petitioner agrees to prosecute with all diligence and speed with due regard for the rights, interests and convenience of the public. If at the end of 6 months after issuance of permit the grantee shall not have in operation said utilities, then the rights herein conferred shall cease and terminate, unless specific written provisions are made for a renewal or extension.

The undersigned, its successors and assigns, agrees if granted the above permit, to comply with the provisions, conditions, requirements, regulations and recommendations herein contained and as may apply to any utility franchise granted the applicant and under whose provisions same is issued. It will respect and protect all property contracts, persons and rights that might be affected by it.

**INDEMNITY AND HOLD HARMLESS:** The Permittee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials and employees from and against liability for all claims, demands, suits, and judgments, including cost of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this permit. The Permittee's obligations under this permit shall include: (a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Permittee, the concurrent negligence of both parties, or the negligence of one or more third parties; (b) The duty to promptly accept tender of defense and provide defense to the County at the Permittee's own expense; (c) Indemnification of claims made by the Permittee's own employees or agents; and (d) Waiver of the Permittee's immunity under the Industrial Insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee. In the event it is determined that RCW 4.24.115 applies to this permit, the Permittee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder.

**Approval on file**

Signature of Applicant \_\_\_\_\_

Application Received 02/16/2011 Entered 02/16/2011 Permit Fee \$ 200.00  
Permit Issued 03/01/2011 By: A PERLMAN  
Date Permit Clerk

- This application is granted subject to the requirements and conditions thereof as listed below and on back of page.
1. A King County Inspector will be assigned to the project for inspection of road restoration. Costs of inspection applicable to the project will be reimbursed to the County monthly by applicant. Permittee is required to notify King County Department of Transportation at 206.296.8122 between 24 and 72 hours before starting work. Failure to give notice will result in the assessment of a one hour inspection time charge against the permittee. This assessment is in addition to any other remedy available under law or equity which the County may wish to pursue and shall not be construed as an election of remedies by the County.
  2. All hard surfaced roads to be jacked or bored. Exceptions will be on a case-by-case basis with the express permission of the King County Department of Transportation.
  3. One-way traffic at all times. Signs and traffic control will be in accordance with the manual on uniform traffic control devices for streets and highways.
  4. Asphalt to be neat line cut 1 foot back from trench. Restoration as a minimum shall include 6-1/2" of crushed surfacing top course and 2" asphalt Class "B" or replaced to original condition.
  5. It is the responsibility of the grantee to notify all utility districts and private property owners when such property is liable to injury or damage through the performance of the above work. Call 1.800.424.5555 48 hours in advance for underground utility location. This instruction does not relieve the grantee from required notification of County Inspectors as specified in paragraph 1, above.

Approved by SIGNATURE ON FILE APPROVAL ON FILE  
Manager Engineer

COUNTY OF KING, STATE OF WASHINGTON

Permit No: W-94-11

Date: 2-16-11

PETITION FOR PERMIT TO PERFORM WORK ON KING COUNTY RIGHTS OF WAY

The Road Engineer of the County of King

The undersigned hereby petitions and states to be a bonafide resident of the State of Washington, and represents to be a person skilled in the work hereinafter described, and asks to be granted a permit for the purpose of performing work upon the County Right-of-Way known as:

THE FOLLOWING DESCRIBED WORK: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED BY: \_\_\_\_\_  
Bridge Engineer

APPLICANT: \_\_\_\_\_  
AMOUNT OF BOND: BB  
INSPECTOR: KW



# Northshore Utility District

ADDRESS  
6830 NE 185th Street  
Kenmore WA 98028-2884  
PO Box 92489  
Kenmore WA 98028-0489

TELEPHONES  
Engineering: (425) 398-4401  
Administration: (425) 398-4402  
Operations: (425) 398-4403  
Information: (425) 398-4400

FAX NUMBERS  
Administration: (425) 398-4430  
Operations: (425) 398-4432  
Purchasing: (425) 398-4434  
Website: www.nud.net

February 14, 2011

King County Administrative Building  
500 Fourth Avenue, RM 500  
Seattle, WA 98104

RECEIVED BY

FEB 15 2011

REAL ESTATE SERVICES  
PERMIT SECTION

RE: Request for Right of Way Construction Permit  
Work order M34704

*W-94-11*  
*KROLL 421*  
*STR SE 25.26-04*

Dear Real Estate Services:

We are requesting issuance of a right of way permit, to install one water service at 82<sup>nd</sup> Ave NE & NE 117<sup>th</sup> PL. The location is on Kroll page 421.

Please note project name, or work order on the permit. If you have any questions or are in need of more information, please call me at 425-398-4403.

Sincerely,

*Kelly Nesbitt*

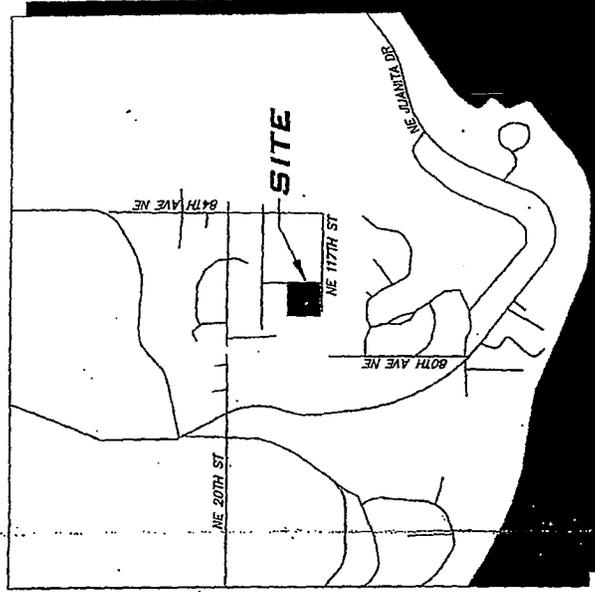
Kelly Nesbitt  
Senior Administrative Specialist

*Kroll 421 SHOWS*  
*82<sup>nd</sup> AVE NE (NE 117<sup>th</sup> to NE 119<sup>th</sup>) =*  
*30' ROW.*

*CITATHAM RIDGE PLAT SHOWS*  
*34' ROW*

*Accountable Management - Responsible Usage*

6N, RGE 4E, W.M.  
**1 RIDGE  
 LANS**



**OWNER / DEVELOPER**

TERRY BOVIN  
 CONSTRUCTION  
 1215 20TH AVE NE STE 202  
 BELLEVUE WA 98005  
 (425) 454-1800

**CIVIL ENGINEER**

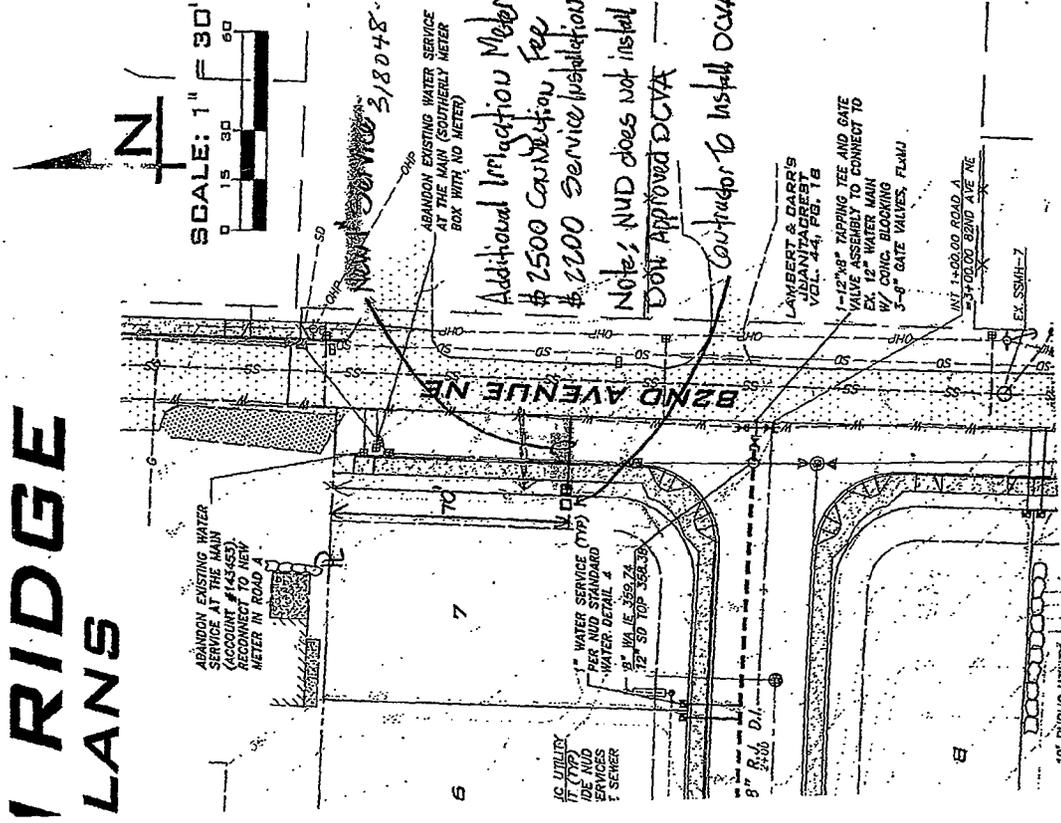
GEORGE E. TANGLE, PE  
 THE BLOKLINE GROUP  
 25 CENTRAL WA, SUITE 400  
 PULLMAN, WA 99035  
 (425) 218-4661 X 225

**SURVEYOR**

SHANE BARNES  
 HEAD GUNMAN & ASSOC.  
 P.O. BOX 289 WA 98072  
 POCOSWILLE  
 (425) 468-1232

**SITE DATA:**

ZONING: R-6-SO



# Appendix C

## 2. Special Use Permit



King County

KING COUNTY  
Department of Construction and Facilities Management  
Property Services Division  
500 King County Administration Building  
500 Fourth Avenue  
Seattle, WA 98104 (206) 296-7456 FAX 296-0196

SPECIAL USE PERMIT  
Use of County Owned Property

PERMIT NUMBER: S-92-10	FILE NO.	DATE: 06/30/2010
PERMITTEE:		
ISSAQUAH HIGHLANDS SELF STORAGE - ROBERT GREGG 2476 35TH AVE. NE ISSAQUAH, WA 98029-		
DAY PHONE: 425-269-7998	OTHER/FAX PHONE:	
PURPOSE: TO USE A KING COUNTY PARK & RIDE FACILITY TO INSTALL A CANOPY, METAL FLASHING, METAL PANELS & REMOVE & REPLACE EXISTING CONCRETE WALKWAY.		
LEGAL DESCRIPTION	1/4 Sec Twp Rge	Account No. Kroll Page.
	SE 22 24 06	579E
PIN 222406-9158 ISSAQUAH HIGHLANDS PARK & RIDE WITHIN THE BOUNDARIES OF THE ABOVE REFERENCED PARCEL.		
EXPIRATION: This permit shall not be valid for more than 4 MONTHS and expires on the 3rd day of June 2011.		
PERMIT FEE:	\$ 500.00	INSPECTION FEE: \$ 0.00
ADMINISTRATIVE FEE:	\$ 0.00	PLAN REVIEW FEE: \$ 0.00
LAND USE FEE:	\$ 3,427.20	OTHER FEE: \$ 0.00
BOND AMOUNT:	\$ 10,000.00	INSURANCE AMOUNT: \$ 5,000,000.00
Permittee MUST notify NANCY GORDON AT: 206-684-1411 NOTICE SHALL ALSO BE GIVEN TO CONSTRUCTION COORDINATORS OFFICE AT 206-684-2785 AT LEAST 5 BUSINESS DAYS PRIOR TO DOING ANY WORK & IMMEDIATELY UPON COMPLETION		
By this permit King County authorizes the use of the above described property:		
Custodial Approval		Date 1 Feb 11
Property Services Approval		Date 3 Feb 2011
The Permittee agrees to comply with the terms and conditions contained herein. SEE REVERSE SIDE FOR TERMS AND CONDITIONS.		
Signature of Permittee		Date 1/20/11

NOTE: Permit not valid without all necessary signatures and expiration date.  
Ordinance 4099, King County Code 14.46

RG  
1/28/11

18. SPECIAL TERMS AND CONDITIONS:

- a. These Special Terms & Conditions apply to all aspects and activities authorized under this Permit. Permittee shall comply with these Special Terms & Conditions when conducting any of the authorized activities.
- b. Permittee shall notify Transit at least five (5) business days prior to the date work is scheduled to begin. Permittee shall contact Nancy Gordon at (206) 684-1411 and the Construction Coordinator's Office at (206) 684-2785.
- c. Permittee shall not allow any construction vehicles, equipment or materials on the Park-and-Ride property except those specifically authorized under Activities 1 and 3 of the Determinations And Special Terms And Conditions For Specified Activities of this permit, nor shall the contractor or contractor's employees park personal or work vehicles in the parking garage or on the Issaquah Highlands Park-and-Ride property.
- d. Due to the close proximity of the storage building to the Park-and-Ride garage facilities, Permittee shall take all necessary measures to protect the Park-and-Ride facilities from any damages. If any damage occurs to the Park-and-Ride garage facilities due to construction of the storage facilities, Permittee activities or the storage building loading, Permittee shall be solely liable and responsible for all costs for repairs of any damages and for mitigation of any negative impacts to the Park-and-Ride garage facilities. King County Transit will make the repairs of any such damages and will bill Permittee. Permittee will reimburse the County for all such repairs within 30 days of Permittee's receipt of the bill.
- e. Permittee shall take all measures necessary to protect Park-and-Ride customers, customers' vehicles and property from accidents, injury or damages due to Permittee's activities. If there is any damage to Park-and-Ride customers, customers' vehicles or property due to Permittee's activities, Permittee shall be solely liable and responsible for repair of any and all such damages and mitigation of such damages.
- f. Permittee shall provide its own trash receptacles and shall take all necessary precautions and measures to keep trash, materials and debris related to Permittee's activities from the Park-and-Ride property. Permittee shall not place or allow any trash, materials or debris to be placed in the transit facilities trash receptacles, landscaping, drainage facilities, or anywhere else on transit property. Permittee shall promptly clean-up, remove and dispose off-site of any and all such materials from the Park-and-Ride property during and after construction on a daily basis.

RWT  
2/11/11

RS  
1/28/11

18. SPECIAL TERMS AND CONDITIONS CONTINUED:

- g. Upon completion of the authorized work, Permittee shall return the premises to the same or better condition than it was prior to beginning the work, to the sole satisfaction of King County Transit staff.
- h. Permittee shall not allow anything whatsoever, including but not limited to, dirt, concrete, metal debris and other materials to enter into Metro's drainage system during or after completion of Permittee's activities.
- i. Any materials left on-site overnight must be secured and are the sole responsibility of the Permittee.
- j. Permittee's use of the authorized area is only for the purpose stated in this permit and the permitted activities shall be conducted per the terms & conditions and application materials attached to this Permit. Permittee further acknowledges and agrees to comply with all terms and conditions of this permit. If Permittee is found in non-compliance with any terms or conditions included in this permit, this permit may be terminated immediately. Such termination does not impact/release Permittee's liability and responsibilities under this permit, such liability and responsibilities shall remain in full force. Re-issuance of this permit, and requirements for such re-issuance, shall be at the sole discretion of King County.
- k. King County reserves the right to set additional terms as unforeseen conditions may warrant.

RWB 2/1/11      RS 1/28/11

18. DETERMINATIONS AND SPECIAL TERMS AND CONDITIONS:

Determinations And Special Terms And Conditions For Specified Activities

The general Terms & Conditions and the Special Terms & Conditions still apply to the following specified activities and shall be complied with when conducting the following activities.

•Activity 1: Use of the upper deck of the parking garage for installation of metal panels on storage building - This request is allowed providing Permittee installs the metal panels per the approved plans and documents, which are attached to this Permit, and per the following Special Terms & Conditions:

- Permittee shall have use of the portion of the parking garage roof deck as identified in the drawing attached to this Permit, which contains approximately 2,250 SF including 17 parking stalls, for a six (6) week period, for installation of metal flashing between the self-storage building and the parking garage and for installation of wall panels on the north side of the self storage building, adjacent to the parking garage. If Permittee needs to extend its use of the parking garage roof deck for a period longer than the six (6) week period in order to complete the authorized activities, Permittee must provide a revised schedule, in writing, to Transit for review and approval, at least five (5) business days prior to the end of the initial six (6) week period. Upon approval, this Permit shall be amended for the time extension and the new/revised schedule shall be attached to, and become a part of, this Permit.

- The land use fees are based on a recent appraisal of parking stall use at the Issaquah Highlands Park-and-Ride lot, and is determined to be \$4.80/stall/day for 100% use of a parking stall. The \$3,427.20 fee is for 17 parking stalls for a period of six (6) weeks. If use of the authorized area is extended, Permittee shall pay King County additional fees for the extended use of the facility, prior to continuing the authorized activities.

- Permittee shall provide for Transit review and approval in advance, a plan for securing/closing off the authorized area for its permitted use.

- Permittee shall provide vehicle traffic and pedestrian routing safety plans to be approved by Transit in advance, which shall be attached to this Permit.

- Permittee shall only transport/use the scissors lifts approved by Transit, as identified in the attached documents, on the parking garage roof deck, and only

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for installation of wall panels along the north side of the self-storage building. The approved scissors lifts will be used in the approved manner such that the load limits identified by Transit will not be exceeded. Permittee shall only use the parking garage ramps for access to the roof by the scissors lifts and by pick-up trucks carrying materials associated with installation of the metal panels and the metal flashing. Permittee shall not use or allow heavy trucks on the parking garage ramps, roof deck or the Park-and-Ride property, for transport of the scissors lifts or construction materials without prior written approval of Transit.

- Only materials necessary for installation of the metal panels and metal flashing, shall be placed, stored, or staged on the parking garage deck.

- Permittee shall only be allowed to close/block access to the southwest and southeast elevators when using the telescoping booms during installation of the metal panels along the north side of the storage building - provided, only one of the elevators are closed at any time. Permittee shall not use any of the elevators in the Park-and-Ride facility for transporting vehicles, equipment or materials, nor shall Permittee cause any elevators to be held-up, stopped or otherwise impacted, except as authorized above when using the telescoping booms for panel installation purposes.

- Permittee shall take all necessary measures to protect the elevators from any damage due to Permittee's activities. Permittee shall be solely liable for the cost of any damages to the elevators due to Permittee's activities.

- Permittee shall provide Park-and-Ride customers notification, including signage, of such elevator closures and which elevators remain open for customers use.

• Activity 2a: Installation of a canopy over the north entry to the storage building and connection of canopy & storage roof drain to underground drain - This request is allowed per the following Special Terms & Conditions:

- The canopy shall be designed and installed per plans reviewed and approved by County Transit staff prior to start of construction, which shall be attached to this permit.

- The storage building and canopy storm water shall be routed south and connected into the drainage system on High Street, as per plans reviewed and approved by Transit staff, which shall be attached to this permit. The drainage system shall not connect into King County Metro's Issaquah Highlands P&R facility drainage system.

- Permittee shall not allow anything whatsoever, including but not limited to, dirt, concrete, debris and other materials to enter into Metro's drainage system during or after construction of the new storage facility. Permittee shall not allow any

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1/28/11

water intrusion or diversion of water onto the County property or into the County's drainage system during or after construction.

- Permittee shall be solely responsible for all maintenance related to the new storage facilities and drainage system including, but not limited to, the integrity, water flow, leakages between the buildings and at attachment points. Permittee shall make any and all repairs related to any such leaks or other problems with their facilities within fourteen (14) calendar days of written notification of such problems.
- Permittee shall maintain open access to the County's electrical systems, meters, gas and water systems at all times and shall be solely responsible for making sure that all such systems and meters are not impaired, blocked, damaged or obstructed during or after construction. Permittee shall be solely responsible for the repair and/or replacement of any damaged equipment, meters or obstructions to the systems.

•Activity 2b: Remove and replace existing concrete sidewalk to match grades at Metro ramp and storage threshold - This request is allowed per the following Special Terms & Conditions:

- The concrete finish shall match the existing adjacent sidewalk.
- Sidewalk is removed and constructed per plans reviewed and approved by County Transit staff, which shall be attached to this permit.
- Permittee shall provide a pedestrian routing/safety plan for Transit staff review and approval prior to beginning construction, which shall be attached to this permit.
- Permittee shall not allow any debris, concrete, run-off or other materials to enter into Metro's drainage system during or after construction of the sidewalk.

•Activity 3: Install flashing to close the 8-inch gap between the P&R and the new storage building - This request is allowed per the following Special Terms & Conditions:

- Permittee shall have use of the portion of the parking garage roof deck as identified in the drawing attached to this Permit, which contains approximately 2,250 SF including 17 parking stalls, during the six (6) week period identified in Activity 1, above, for installation of metal flashing between the self-storage building and the parking garage. If Permittee needs use of the parking garage roof deck for a period longer than the six (6) week period in order to complete the authorized activities, Permittee shall make such written request per the process identified in Activity 1, above.

- Only the flashing materials, the pick-up truck/vehicle delivering the materials and the equipment required for installing the flashing, and the equipment and materials authorized under Activity 1 above, shall be allowed on the parking garage deck.

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181. INSURANCE:

13476

By the date of issuance of this permit, the permittee shall procure and maintain, for the duration of this permit, insurance or coverage against claims for injuries to persons or damages to property which may arise from and in connection with the rights and privileges granted by this permit and/or the performance of work hereunder by the permittee, his agents, representatives, employees and/or subcontractors.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

For All Coverages: The cost of such insurance shall be paid by the permittee. Each insurance policy shall be written on an "Occurrence Form."

1. Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

General Liability:

Insurance Services Office form number CG 0001 (Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY. The permittee shall maintain limits no less than \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

AUTOMOBILE LIABILITY: Insurance Services Office form number (CA 00 01 Ed. 12-90 or its equivalent) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto", or the combination of symbols 2, 8 and 9. Limits shall be no less than \$5,000,000. Combined Single Limit Bodily Injury and Property Damage.

WORKERS COMPENSATION: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington;

EMPLOYERS LIABILITY or "Stop-Gap": The protection by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop-Gap" endorsement to the General Liability policy. Limits shall be no less than \$5,000,000.

2. Deductibles and Self-Insured Retentions

The deductible and/or self-insured retention of the policies shall not limit or apply to the permittee's liability to the County and shall be the sole responsibility of the permittee.

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181. INSURANCE CONTINUED:

3. Other Insurance Provisions

The insurance policies required in this permit are to contain, or be endorsed to contain the following provisions

a. All Liability policies except Workers Compensation:

1. The County, its officers, officials, employees and agents are to be covered as insured as respects liability arising out of activities performed by or on behalf of the permittee in connection with this permit.
2. Insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents should not contribute with the permittee's insurance or benefit the permittee in any way.
3. The permittee's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

b. All Policies:

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits prior to the expiration date of this special use permit, unless forty-five (45) days prior notice, return receipt requested, has been given to the County.

4. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

5. Verification of Coverage

The permittee shall furnish the King County Real Estate Services Section with certificates of insurance and endorsements required by this permit. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. Municipal or State Agency Provision

If the Permittee is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

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IE POLE "OPD99". MANUFACTURER: APPROVED EQUIVALENT. CONFIRM EN AND COORDINATE WITH LANDSCAPE ARCHITECTURE RECEPTACLES ADJACENT TO CELL PRIOR TO ROUGH-IN. 13476

RUN FROM POST INDICATOR TO FIRE ALARM CONTROL PANEL.

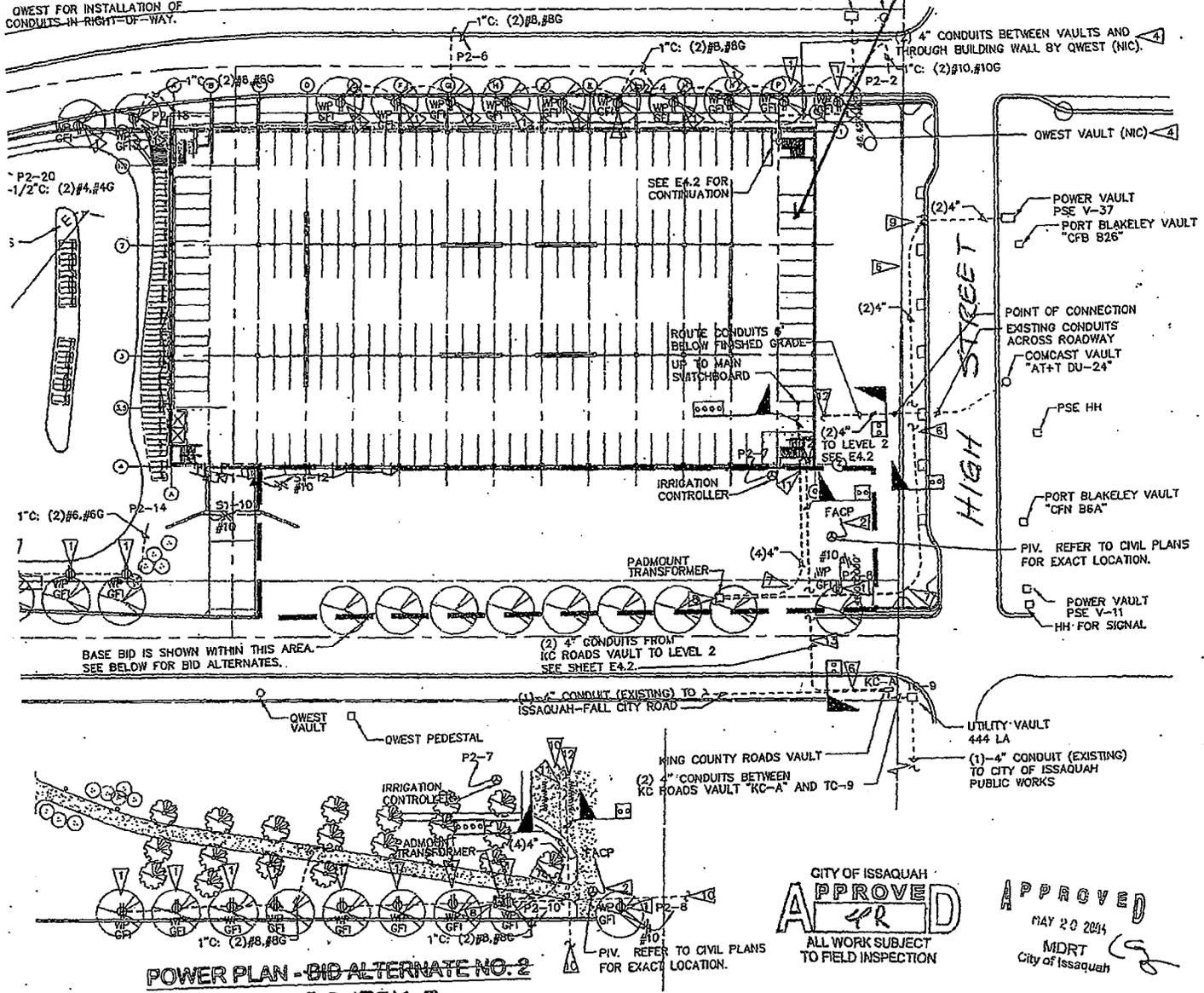
LE SIZED PER CODE AND ALL DULE 40 PVC CONDUIT, WIRE, S TO DUPLEX STORM DRAINAGE TROL SYSTEM. WITHIN HANDHOLE, FEEDERS DOWN TO #1/0 IN PUMPS. COORDINATE EXACT ROLLER LOCATION WITH PUMP TO ROUGH-IN. PROVIDE NEARBY DRY BOX AS DESCRIBED IN NOTE #10' OF PUMP CONTROL PANEL.

QWEST FOR INSTALLATION OF CONDUITS IN RIGHT-OF-WAY.

- ▶ REMOVE AND REPLACE SIDEWALK ALONG DUCTBANK RUN TO MATCH EXISTING.
- ▶ PROVIDE A MINIMUM RADIUS BEND SWEEPS IN CONDUIT.
- ▶ PROVIDE THREE-PHASE PADMOUNT TRANSFORMER 577 VAULT PER PSE ELECTRIC SERVICE HANDBOOK. INSTALL VAULT TO MEETING UTILITY EXCAVATION REQUIREMENTS. COORDINATE EXACT LOCATION WITH CIVIL PRIOR TO TRENCHING.
- ▶ INTERCEPT EXISTING CONDUITS AND ROUTE TO PAD MOUNTED TRANSFORMER. COORDINATE ROUTING UNDER SIDEWALK WITH EXISTING UTILITIES. ENCASE PER PSE REQUIREMENTS.
- ▶ SEE BASE BID PLAN FOR CONTINUATION.
- ▶ ROUTE POWER SERVICE CONDUITS BELOW GROUND FLOOR SLAB.

▶ JACK AND BORE CONDUITS BELOW THE STREET. CONNECT TO CONCRETE ENCASED CONDUITS.

*IHSS*  
*WORK AREA*



**POWER PLAN - BID ALTERNATE NO. 2**  
**BID ITEM 5**

CITY OF ISSAQUAH  
**APPROVED**  
ALL WORK SUBJECT TO FIELD INSPECTION

**APPROVED**  
MAY 20 2004  
MDRT  
City of Issaquah



DESIGNED: ON	PROJECT MANAGER: PAUL MILLER	SCALE: 1"=40'
DRAWN: ON	APPROVED:	ONE INCH AT FULL SIZE
CHECKED: TJ	IBS NO: TBA	IF NOT ONE INCH, SCALE ACCORDINGLY
RECOMMENDED:	WORK REQUEST: TBA	SITE LOCATION NO:
	CONTRACT NO: C43001C	



METRO TRANSIT DIVISION  
ISSAQUAH HIGHLANDS PARK AND RIDE  
CONTRACT DRAWINGS  
**UTILITY SITE PLAN**

DATE: 4/20/04  
DRAWING NO: E1.0  
SHEET NO: 180 OF 206

*R.W. 4/11/04*  
*1/28/11*

# Issaquah Highlands Self Storage, LLC

Request for Special Use Permit

11.10.10

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2/1/11

Rf  
1/28/11

**APPLYING FOR A KING COUNTY-- REAL ESTATE SERVICES**  
**SPECIAL USE PERMIT**

(Application fee-\$500.00, due at the time of application. An annual land use fee, for some uses, will be charged at the time of permit issuance, along with additional administration fees for more difficult permits.)

**Date:** November 10, 2010

**Applicant's Name:** Issaquah Highlands Self Storage, LLC

**Mailing Address:** 2476 35<sup>th</sup> Ave NE, Issaquah, WA 98029

**Phone Number:** 425 269 7998

**Site Address/Location:** 910 High Street, Issaquah, WA 98029

**1. Define work or activities to be performed on King County property:**

1. Use of PNR upper deck to install metal panels on storage building. Permission to utilize telescoping boom lifts to access the work area above the Metro Garage southeast and southwest elevator penthouses.
- 2a. Installation of a canopy over north entry to storage building and connection of canopy and storage roof drain to underground drain.
- 2b. Remove and replace existing concrete walk on Metro property to match grades at metro ramp and storage threshold.
3. Install flashing to close the 8 inch gap between building and PNR walls.

**2. Provide a site plan or exact drawing of the area to be used or impacted, highlighting changes to be made. Photo's maybe used to support the request.**

See attached

**3. Propose the method of installation, construction or maintenance.**

See attached

**4. Proposed duration of time for use and desired start time.**

Item 1 will start late January and last 6 weeks.

Items 2 will start first week of March and will be complete in 1 week.

Item 3 will be completed at the end of the project which is scheduled for early April, 2011.

**5. Schedule of all activities associated with this work/request (including set-up and removal).**

A short term schedule will be submitted at the time notice to proceed is given.

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RF  
1/28/11

# Special Use Permit Request

• Issaquah Highlands Self Storage, LLC

• November 10, 2010

• Aaron Halley

• Real estate Agent III

• Special Use & Right of way Permits

• King County real estate services

• RE: Issaquah Highlands self Storage

• Dear Aaron

• This request is focused on obtaining approval for the following:

- 1. Temporary use permit to place approved equipment on the PNR roof deck during construction of the self storage building
- 2. Replacement of existing concrete walkway and installation of a roof drain for a canopy within the 11 feet wide setback easement recorded as Doc.20080515001192.
- 3. Flashing detail approval to secure the 8 inch seismic gap between the PNR and Self storage building.

• Items 2 and 3 have been approved based on earlier submittals. Item 1 was initially rejected but is now going to receive further review. Consequently we are repackaging review criteria for all items.  
• in accordance with guidelines received from Nancy Gordon.

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# Approval Item

- Item 1.
- The self storage wall adjacent to the PNR south wall is a 3 story tilt panel with architectural metal panels above. The contractor would like to use scissor lifts on the top deck of the PNR to facilitate the safe installation of the metal panels. The following panels show the rendering of the north wall, work area on top deck, equipment selection and structural calculations.
- Randy Witt had provided loading limits for equipment on the PNR deck. DCI Structural Engineers has determined that the scissor lift identified on the following tables will not over load the deck. A narrative of the construction process related to the roof deck is included. The duration of the activities affecting the PNR will be approximately 6 weeks. The selected lift will meet the limited clearances and be able to drive up the interior PNR ramps.

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1/28/11



## Metro Garage Use Request Proposal 11.10.10

The proximity of the existing park & ride is directly adjacent to the storage building under construction. The north wall of the storage building will be clad with precast concrete panels up to level 3 (approximately 33'-0" AFF) and with metal panels from levels 4 – 6 (approximately 65'-0" AFF). In order to access the north side of the storage building during the installation of the metal panel installation, we request permission to utilize a portion of the upper floor of the Metro Park & Ride facility. The use of this area will be to safely gain access to the exterior of the storage building and for materials staging. The following criteria shall be adhered to relative to use of the parking garage roof:

### Scissor Lift Use on Garage Roof Deck

- The use of scissor lifts is the safest method to install the exterior cladding on the building as workers are confined to the work platform and wear safety harnesses and lanyards
- Scissor lift utilized shall impose a point load less than 2,000 lbs inclusive of lift, operators, and materials (See Attached Specifications for the Genie GS-3246)
- Duration of construction utilizing scissor lifts is estimated at 6 weeks
- Point loads may not be located closer than 7'-0" to any other point load.
- Material staging for materials will be minimized to spread loading less than 40 lbs/SF and shall only represent quantities to be installed on a per day basis.
- No heavy equipment, hard tired fork lifts, or articulating man lifts; with the exception of the proposed scissor lift; will be permitted on the deck. The scissor lift utilized shall have white, non-marring inflatable rubber tires.
- Materials, scissor lift, and safety perimeter shall be confined to the south parking stalls of the upper park & ride deck (See yellow hatched area in attached Graphic)
- The work performed on the park & ride roof shall be completed in a safe and clean manner
- Upon completion of the work, the area utilized will be returned to it's prior condition

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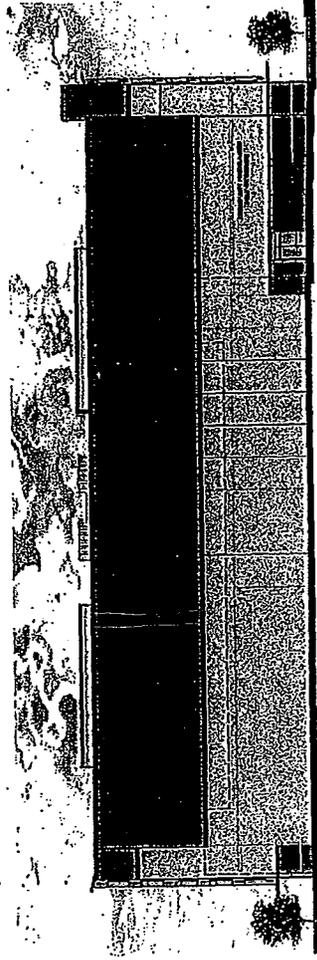
**Telescoping Lift Use above Metro Garage Elevator Penthouses**

- The use of telescoping lifts is the safest method to install the exterior cladding above the Metro Garage elevator penthouses as workers are confined to the work platform and wear safety harnesses and lanyards
- Telescoping lift utilized shall travel on the City of Issaquah sidewalks on the east side and the Metro Garage sidewalks on the west side. (See Attached Specifications for the Genie S-80X)
- Duration of construction utilizing telescoping lifts is estimated at 2 weeks
- Material staging for materials shall only represent quantities to be installed on a per day basis.
- Materials, telescoping lift, and safety perimeter shall be confined to the east and west of the Metro Garage elevator penthouses (See yellow hatched area in attached Graphic)
- Work shall only be performed over one elevator penthouse at a time. Pedestrian access will always remain open to at least one of the elevator/stairwells for egress. Temporary signage shall be posted at all floors to inform pedestrians of stairwells which are temporarily offline.
- Upon completion of the work, the area utilized will be returned to it's prior condition

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Pg 4/28/11

# North Wall of Storage

07/27/09 1. Date 2. Name 3. Title 4. Location 5. Project 6. Drawing 7. Scale 8. Notes	NORTH EXTERIOR NORTH EXTERIOR	ISSAQUAH HIGHLANDS SELF STORAGE NORTH EXTERIOR WALL ELEVATION DATE: 07/27/09 DRAWN BY: [illegible]	SD-6
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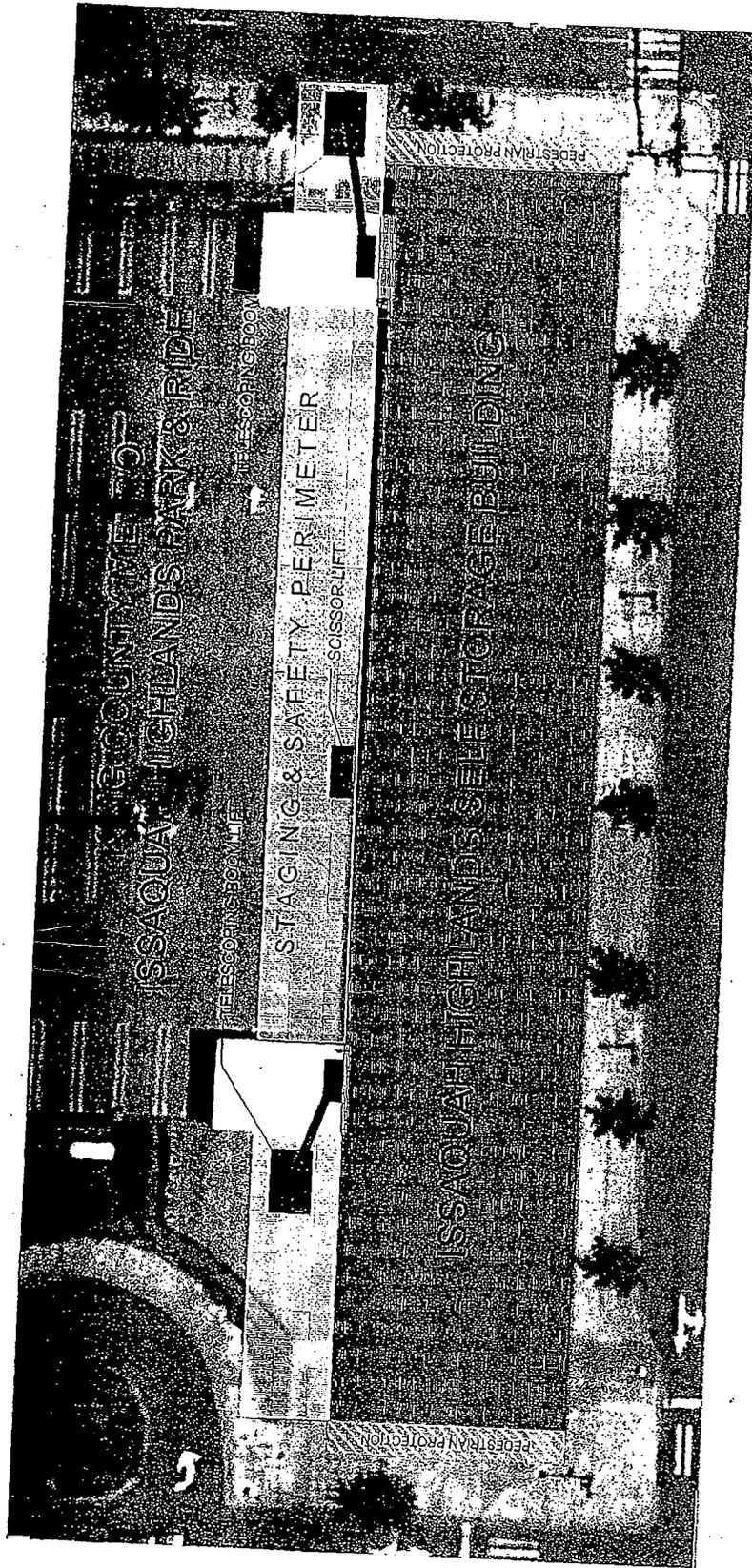
1 NORTH ELEVATION A

PNR profile is dotted line

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1/28/11

Magellan



TITLE

ISSAQUAH HIGHLANDS SELF STORAGE METRO GARAGE USE REQUEST PROPOSAL

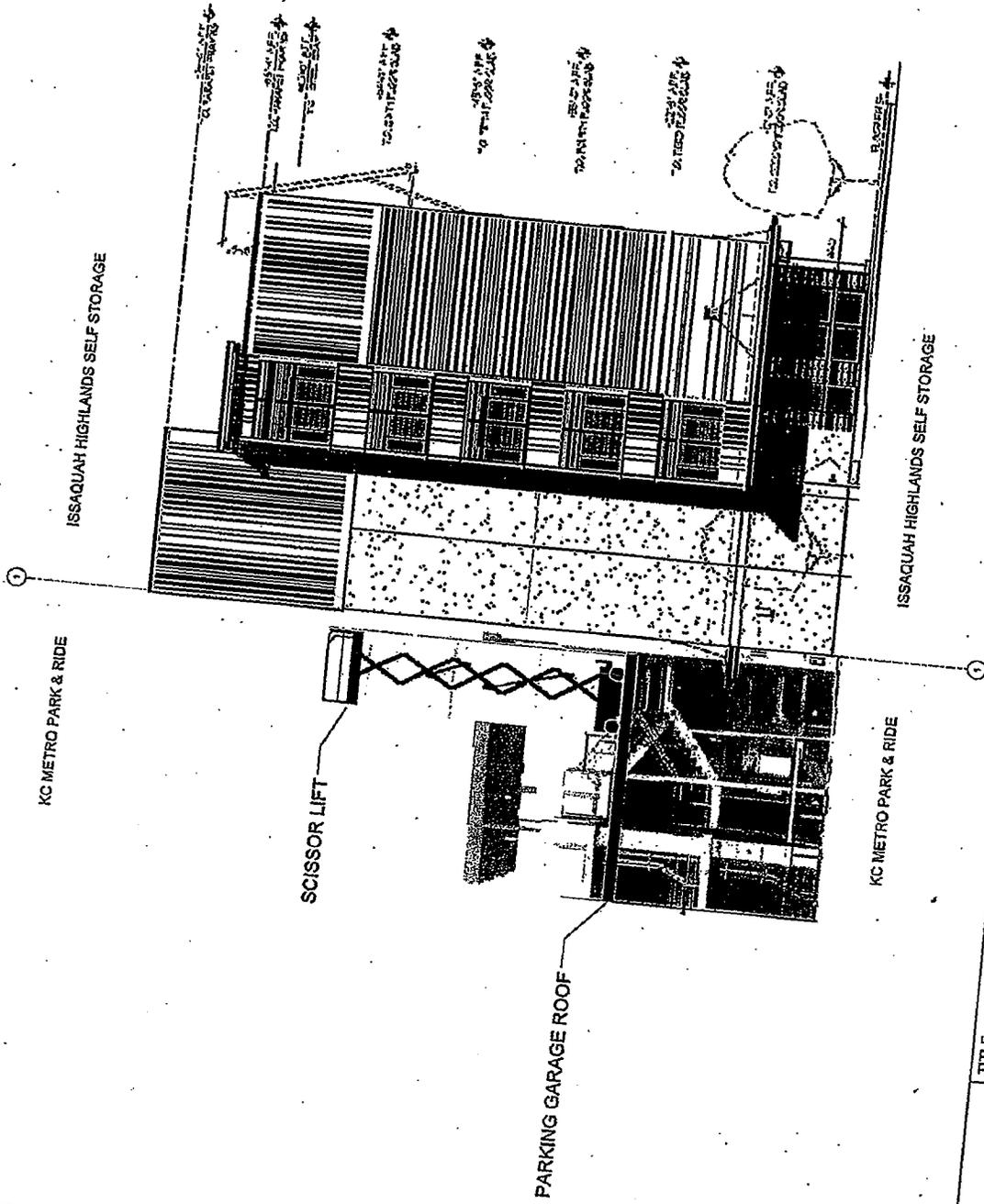
SCALE

1" = 30'-0"

DATE

11.10.10

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R8/28/11



TITLE

ISSAQUAH HIGHLANDS SELF STORAGE  
 METRO GARAGE USE REQUEST PROPOSAL  
 SCISSOR LIFT ELEVATION

SCALE

1/16" = 1'-0"

DATE

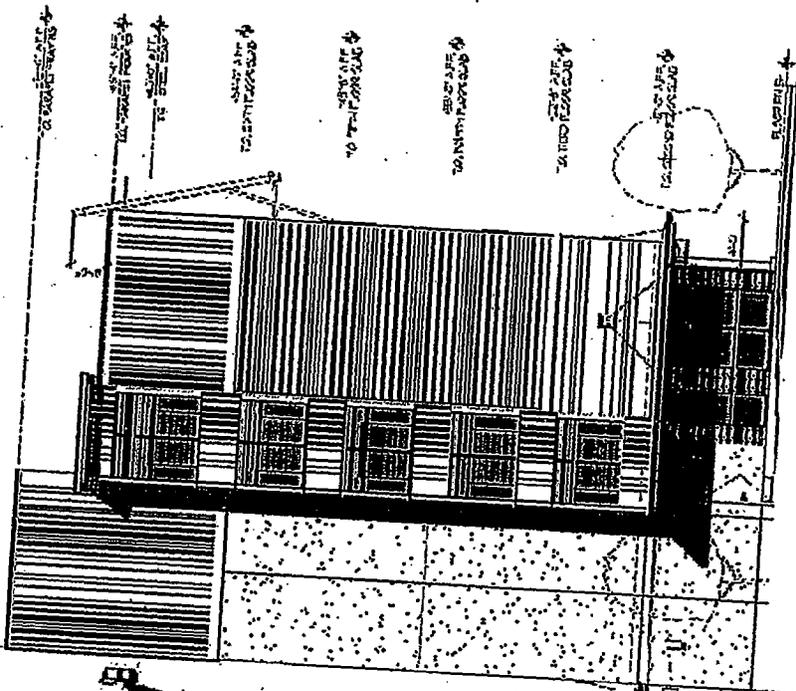
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ISSAQUAH HIGHLANDS SELF STORAGE

KC METRO PARK & RIDE

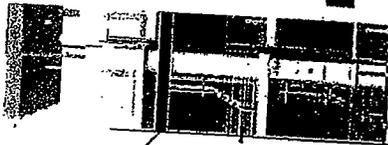


ISSAQUAH HIGHLANDS SELF STORAGE

KC METRO PARK & RIDE

TELESCOPING BOOM LIFT

PARKING GARAGE ROOF



TITLE



ISSAQUAH HIGHLANDS SELF STORAGE  
METRO GARAGE USE REQUEST PROPOSAL  
TELESCOPING LIFT ELEVATION

SCALE

1/16" = 1'-0"

DATE

11.10.10

RW  
2/1/11

RF  
1/28/11



Delaware  
Burrill  
Spokane  
Portland  
San Diego  
Austin  
www.dci-engineers.com

February 9, 2011

Bob Gregg  
Gregg Consulting Group  
2476 35th Avenue, NE  
Issaquah, WA 98029

Re: Issaquah Highlands Parking Garage Review

Dear Bob,

The Self-Storage Building located on N.E. High Street will be positioned directly adjacent to the south side of the King County Issaquah Highlands Park and Ride Structure. The general contractor for the self-storage building has proposed using the top level of the parking structure to operate portable scissor lifts during the installation of the metal skirting on the south face. DCI Engineers reviewed the design of the parking garage in order to assure that the loads imposed by the scissor lifts will not adversely affect the parking structure. A summary of the results of the analysis is located below. Supporting calculations are attached to this letter for review.

1. DCI analyzed the structure for the condition when the scissor lifts are moving into the parking garage. They will gain access to the top level of the garage by driving up the ramps. The results of this analysis show that the garage has adequate capacity to support the scissor lifts during this installation. In order to assure the parking structure capacity is not exceeded, the scissor lifts shall be installed during off-peak hours when there is minimal activity in the garage. Additionally, no other vehicular traffic or live loading (i.e. construction equipment) shall be allowed within a six foot (6'-0") perimeter around the scissor lifts during installation.
2. DCI also analyzed the structure for the condition when the scissor lifts are operating at the top level of the garage and installing the self-storage skirting. The results of this analysis show that the garage has adequate capacity to support the scissor lifts during the construction operations. The scissor lifts shall maintain a minimum spacing of at least 4'-0" at all times. Additionally, the scissor lifts shall not operate in the aisles but be bounded by girth L-31 and Z-3. The contractor shall not exceed a construction live load of 25 pounds per square foot in any of the column bays where the scissor lifts are operating. Construction materials shall not be stock piled in column bays where the scissor lifts are operating and shall not exceed the code specified allowable live load of 40 psf for any other location of the structure where they are stored.

If you have any questions regarding the results of this analysis, please do not hesitate to contact DCI Engineers or myself.

Sincerely,  
DCI Engineers

*[Signature]*  
Art D. Birk, P.E., S.E., LEED AP  
Associate

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# Issaquah Self-Storage Facility

February 9, 2010

DCI Job # 09-11-265

# SCISSOR LIFT INFORMATION

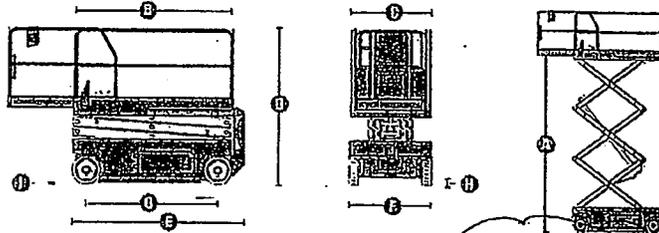
## SECTION B

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# SELF-PROPELLED SCISSOR LIFTS GS™-2046, GS™-2646 & GS™-3246



## Specifications



MODELS	GS™-2046		GS™-2646		GS™-3246	
	US	Metric	US	Metric	US	Metric
Working height maximum*	28 ft	8.10 m	32 ft	9.92 m	38 ft	11.75 m
Ⓐ Platform height maximum	20 ft	6.10 m	26 ft	7.92 m	32 ft	9.75 m
Ⓑ Platform length - outside	7 ft 5 in	2.28 m	7 ft 5 in	2.28 m	7 ft 5 in	2.28 m
extended	10 ft 5 in	3.18 m	10 ft 5 in	3.18 m	10 ft 5 in	3.18 m
Slide-out platform extension deck	3 ft	.91 m	3 ft	.91 m	3 ft	.91 m
Ⓒ Platform width - outside	3 ft 9.3 in	1.15 m	3 ft 9.3 in	1.15 m	3 ft 9.3 in	1.15 m
Guardrail height			3 ft 7 in	1.09 m	3 ft 7 in	1.09 m
Toeboard height	6 in	.15 m	6 in	.15 m	6 in	.16 m
Ⓓ Height - stowed; folding guardrails	7 ft	2.13 m	7 ft 5 in	2.28 m	7 ft 10 in	2.39 m
rails folded	5 ft 1 in	1.55 m	5 ft 8 in	1.68 m	5 ft 11 in	1.80 m
Ⓔ Length - stowed	7 ft 11 in	2.41 m	7 ft 11 in	2.41 m	7 ft 11 in	2.41 m
extended	10 ft 10.5 in	3.31 m	10 ft 10.5 in	3.31 m	10 ft 10.5 in	3.31 m
Ⓕ Width	3 ft 10	1.17 m	3 ft 10	1.17 m	3 ft 10	1.17 m
Ⓖ Wheelbase	6 ft 1 in	1.85 m	6 ft 1 in	1.85 m	6 ft 1 in	1.85 m
Ⓗ Ground clearance - center	4 in	.10 m	4 in	.10 m	4 in	.10 m
Ⓘ - with pothole guards deployed	.75 in	.019 m	.75 in	.019 m	.75 in	.019 m

PRODUCTIVITY						
Lift capacity	1,200 lbs	544 kg	1,000 lbs	454 kg	700 lbs	318 kg
Lift capacity - extension deck	250 lbs	113 kg	250 lbs	113 kg	250 lbs	113 kg
Drive speed - stowed	2.2 mph	3.5 km/h	2.2 mph	3.5 km/h	2.2 mph	3.5 km/h
Drive speed - raised	0.5 mph	0.8 km/h	0.5 mph	0.8 km/h	0.5 mph	0.8 km/h
Gradeability - stowed*	30%		30%		25%	
Turning radius - Inside	zero	zero	zero	zero	zero	zero
Turning radius - outside	7 ft 6 in	2.29 m	7 ft 6 in	2.29 m	7 ft 6 in	2.29 m
Raise / lower speed	30 / 28 sec	30 / 28 sec	30 / 24 sec	30 / 24 sec	57 / 40 sec	57 / 40 sec
Controls	proportional		proportional		proportional	
Drive	dual front wheel		dual front wheel		dual front wheel	
Multiple disc brakes	dual rear wheel		dual rear wheel		dual rear wheel	
Tires - solid non-marking	15 x 5 x 11 in	38 x 13 x 28 cm	15 x 5 x 11 in	38 x 13 x 28 cm	15 x 5 x 11 in	38 x 13 x 28 cm

POWER						
Power source	24 V (four 6 V 225 Ah batteries)		24 V (four 6 V 225 Ah batteries)		24 V (four 6 V 225 Ah batteries)	
Hydraulic system capacity	6.5 gal	24.6 L	6.5 gal	24.6 L	7.0 gal	26.6 L

WEIGHT***						
ANSI/CSA	3,977 lbs	1,804 kg	4,312 lbs	1,956 kg	5,211 lbs	2,364 kg
CE/AUS	4,351 lbs	1,974 kg	5,395 lbs	2,447 kg	6,200 lbs	2,812 kg

**STANDARDS COMPLIANCE** ANSI A92.6, CSA B354.2, CE Compliance, AS 1418.10, PB-10-611-03

\* The metric equivalent of working height adds 2 m to platform height. U.S. adds 8 ft to platform height.  
 \*\* Gradeability applies to driving on slopes. See operator's manual for details regarding slope ratings.  
 \*\*\* Weight will vary depending on options and/or country standards.

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*2/11* *RS*  
*1/28/11*

SCISSOR LIFTS (U.S.)

GS-2046 • GS-2646 • GS-3246

Model	Serial Number	Machine Weight	Rated Load	Occupied Floor Area	Occupied Floor Pressure	Maximum Tire Load	Tire Contact Pressure**
GS-2046 (ANSI)	before 60000	4324 lbs	1200 lbs	28.11 sq ft	194 psf	1450 lbs	145 psi
GS-2046 (ANSI)	after 59999	3977 lbs	1200 lbs	28.11sq ft	184 psf	2035 lbs	204 psi
GS-2646 (ANSI)	before 60000	4649 lbs	1000 lbs	28.11sq ft	199 psf	1550 lbs	155 psi
GS-2646 (ANSI)	after 59999	4312 lbs	1000 lbs	28.11 sq ft	189 psf	2150 lbs	215 psi
GS-3246 (ANSI)	before 60000	6172 lbs	700 lbs	28.11 sq ft	242 psf	2020 lbs	202 psi
GS-3246 (ANSI)	after 59999	5111 lbs	700 lbs	28.11 sq ft	210 psf	2251 lbs	225 psi

GS-2668 DC • GS-3268 DC

Model	Serial Number	Machine Weight	Rated Load	Occupied Floor Area	Occupied Floor Pressure	Maximum Tire Load	Tire Contact Pressure**
GS-2668DC (ANSI)	Before 41200	6583 lbs	1250 lbs	47.22 sq ft	166 psf	2060 lbs	130 psi
GS-2668DC (ANSI)	After 41199	6563 lbs	1250 lbs	47.22 sq ft	165 psf	2300 lbs	130 psi
GS-3268DC (ANSI)	Before 41200	7550 lbs	1000 lbs	47.22 sq ft	181 psf	2310 lbs	130 psi
GS-3268DC (ANSI)	After 41199	8223 lbs	1000 lbs	47.22 sq ft	195 psf	2669 lbs	130psi

\*\*Maximum localized pressure on each steer tire with platform fully extended.

**CAUTION** Floor loading information is approximate and does not incorporate different option configurations. It should be used only with adequate safety factors.

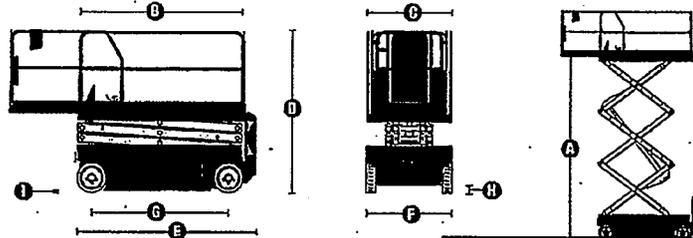
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## SELF-PROPELLED SCISSOR LIFTS

## GS™-2046, GS™-2646 &amp; GS™-3246

**Genie**  
A TEREX COMPANY

# Specifications



MODELS	GS™-2046		GS™-2646		GS™-3246	
	US	Metric	US	Metric	US	Metric
Working height maximum*	26 ft	8.10 m	32 ft	9.92 m	38 ft	11.75 m
A Platform height maximum	20 ft	6.10 m	26 ft	7.92 m	32 ft	9.75 m
B Platform length - outside	7 ft 5 in	2.26 m	7 ft 5 in	2.26 m	7 ft 5 in	2.26 m
extended	10 ft 5 in	3.18 m	10 ft 5 in	3.18 m	10 ft 5 in	3.18 m
Slide-out platform extension deck	3 ft	.91 m	3 ft	.91 m	3 ft	.91 m
C Platform width - outside	3 ft 9.3 in	1.15 m	3 ft 9.3 in	1.15 m	3 ft 9.3 in	1.15 m
Guardrail height			3 ft 7 in	1.09 m	3 ft 7 in	1.09 m
Toeboard height	6 in	.15 m	6 in	.15 m	6 in	.15 m
D Height - stowed: folding guardrails	7 ft	2.13 m	7 ft 5 in	2.26 m	7 ft 10 in	2.39 m
rails folded	5 ft 1 in	1.55 m	5 ft 6 in	1.68 m	5 ft 11 in	1.80 m
E Length - stowed	7 ft 11 in	2.41 m	7 ft 11 in	2.41 m	7 ft 11 in	2.41 m
extended	10 ft 10.5 in	3.31 m	10 ft 10.5 in	3.31 m	10 ft 10.5 in	3.31 m
F Width	3 ft 10	1.17 m	3 ft 10	1.17 m	3 ft 10	1.17 m
G Wheelbase	6 ft 1 in	1.85 m	6 ft 1 in	1.85 m	6 ft 1 in	1.85 m
H Ground clearance - center	4 in	.10 m	4 in	.10 m	4 in	.10 m
I - with pothole guards deployed	.75 in	.019 m	.75 in	.019 m	.75 in	.019 m

PRODUCTIVITY						
Lift capacity	1,200 lbs	544 kg	1,000 lbs	454 kg	700 lbs	318 kg
Lift capacity - extension deck	250 lbs	113 kg	250 lbs	113 kg	250 lbs	113 kg
Drive speed - stowed	2.2 mph	3.5 km/h	2.2 mph	3.5 km/h	2.2 mph	3.5 km/h
Drive speed - raised	0.5 mph	0.8 km/h	0.5 mph	0.8 km/h	0.5 mph	0.8 km/h
Gradeability - stowed**	30%		30%		25%	
Turning radius - inside	zero	zero	zero	zero	zero	zero
Turning radius - outside	7 ft 6 in	2.29 m	7 ft 6 in	2.29 m	7 ft 6 in	2.29 m
Raise / lower speed	30 / 28 sec	30 / 28 sec	30 / 24 sec	30 / 24 sec	57 / 40 sec	57 / 40 sec
Controls	proportional		proportional		proportional	
Drive	dual front wheel		dual front wheel		dual front wheel	
Multiple disc brakes	dual rear wheel		dual rear wheel		dual rear wheel	
Tires - solid non-marking	15 x 5 x 11 in	38 x 13 x 28 cm	15 x 5 x 11 in	38 x 13 x 28 cm	15 x 5 x 11 in	38 x 13 x 28 cm

POWER						
Power source	24 V (four 6 V 225 Ah batteries)		24 V (four 6 V 225 Ah batteries)		24 V (four 6 V 225 Ah batteries)	
Hydraulic system capacity	6.5 gal	24.6 L	6.5 gal	24.6 L	7.0 gal	26.5 L

WEIGHT***						
ANSI/CSA	3,977 lbs	1,804 kg	4,312 lbs	1,956 kg	5,211 lbs	2,364 kg
CE/AUS	4,351 lbs	1,974 kg	5,395 lbs	2,447 kg	6,200 lbs	2,812 kg

**STANDARDS COMPLIANCE** ANSI A92.6, CSA B354.2, CE Compliance, AS 1418.10, PB-10-611-03

\* The metric equivalent of working height adds 2 m to platform height, U.S. adds 6 ft to platform height.

\*\* Gradeability applies to driving on slopes. See operator's manual for details regarding slope ratings.

\*\*\* Weight will vary depending on options and/or country standards.

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**Genie**  
A TEREX COMPANY

## SELF-PROPELLED SCISSOR LIFTS

# GS™-2046, GS™-2646 & GS™-3246

## Features

### STANDARD FEATURES

#### MEASUREMENTS

##### GS™-2046

- 26 ft (8.10 m) working height
- Up to 1,200 lb (545 kg) lift capacity

##### GS™-2646

- 32 ft (9.92 m) working height
- Up to 1,000 lb (454 kg) lift capacity

##### GS™-3246

- 38 ft (11.75 m) working height
- Up to 700 lb (318 kg) lift capacity

#### PRODUCTIVITY

- Steel 7 ft 5 in (2.26 m) platform
- 3 ft (.91 m) platform extension deck
- Folding rails with full height swing gate
- 2WD
- Proportional lift and drive
- Onboard diagnostic system
- AC power to platform
- Lanyard attachment points
- Manual platform lowering valve
- Emergency stop at both platform and ground controls
- Multiple disc brakes
- Brake release
- Drive speed interlock
- Swing-out component tray
- Solid non-marking tires
- Pothole guards
- Tilt level sensor with audible alarm
- Descent alarm
- Electronic horn
- Hour meter

#### POWER

- 24V DC system  
(four 6V 225 Ah batteries)

### OPTIONS & ACCESSORIES

#### PRODUCTIVITY

- Air line to platform
- Pipe cradle for square guardrails
- Dual flashing beacons
- Motion alarm
- Platform work lights
- Ground controls cover
- Automotive horn

#### POWER

- Power inverter
- Maintenance-free batteries
- EE rating

#### PLATFORM OPTIONS

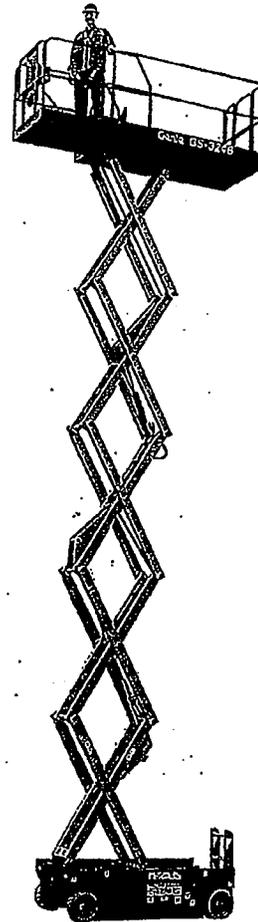
##### POWER

- 24V (four 6V 225 Ah batteries)

##### DRIVE

##### TIRE

- Solid non-marking tires



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GS46 3.5K 0106C. Part No. 109379

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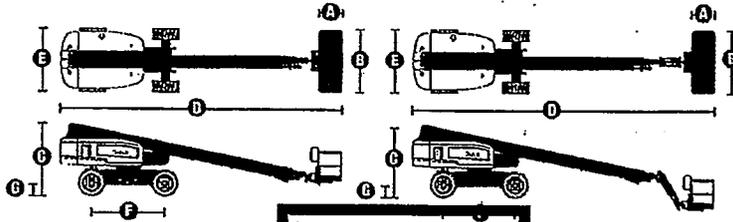
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R8  
1/28/11

**SELF-PROPELLED TELESCOPIC BOOMS**

**S™-80 X & S™-85**



**Specifications**



MODELS	S™-80 X		S™-85	
	US	Metric	US	Metric
<b>MEASUREMENTS</b>				
Working height maximum*	86 ft	26.20 m	91 ft	27.70 m
Platform height maximum	80 ft	24.40 m	85 ft	25.90 m
Horizontal reach maximum	71 ft 6 in	21.80 m	76 ft 8 in	23.30 m
Below ground reach	6 ft 1 in	1.85 m	9 ft 6 in	2.89 m
A Platform length - 8 ft model	3 ft	.91 m	3 ft	.91 m
Platform length - 6 ft model	2 ft 6 in	.76 m	2 ft 6 in	.76 m
B Platform width - 8 ft model	8 ft	2.44 m	8 ft	2.44 m
Platform width - 6 ft model	6 ft	1.83 m	6 ft	1.83 m
C Height - stowed	9 ft 2 in	2.80 m	9 ft 2 in	2.80 m
D Length - stowed	36 ft 6 in	11.10 m	40 ft	12.20 m
Length - transport (jib tucked under)			38 ft	11.60 m
E Width	8 ft 2 in	2.50 m	8 ft 2 in	2.50 m
F Wheelbase	9 ft 4 in	2.80 m	9 ft 4 in	2.80 m
G Ground clearance - center	13 in	.33 m	13 in	.33 m

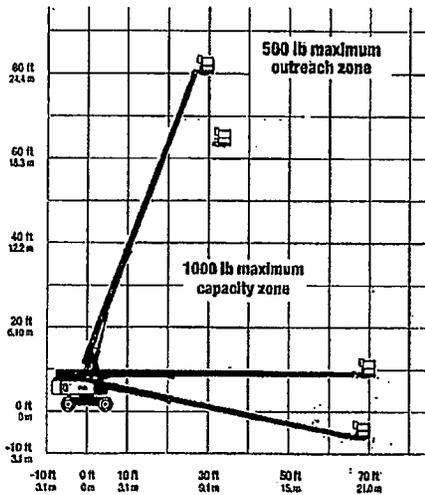
PRODUCTIVITY	
Lift capacity	500 lb/ 1000 lb 227 kg/ 454 kg
Platform rotation	160°
Vertical jib rotation	135°
Turntable rotation	360° continuous
Turntable tailswing	4 ft 8 in 1.42 m
Drive speed - stowed - 2WD/4WD	3.5 mph 5.6 km/h
Drive speed - raised/extended	0.68 mph 1.1 km/h
Gradeability - 2WD - stowed**	30%
Gradeability - 4WD - stowed**	45%
Turning radius - axle extended: inside	12 ft 3.70 m
outside	21 ft 6 in 6.60 m
Controls	12V DC proportional
Tires - RT lug	Foam filled 18-825, 18 ply

POWER	
Power source	Deutz TD2011 LQ41 4 cylinder turbodiesel 74 hp (55 kW) Perkins 804D-33 4 cylinder diesel 63 hp (47 kW) Continental TME27 4 cylinder Gasoline/LPG 74 hp (55 kW)
Auxiliary power unit	12V DC
Hydraulic tank capacity	40 gal 150 L
Fuel tank capacity - diesel	35 gal 132 L
Fuel tank capacity - gas/LPG	30 gal 113.6 L

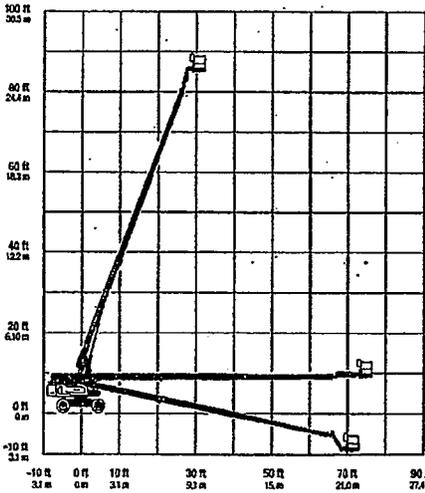
WEIGHT***	
2WD	35,460 lbs 16,084 kg
4WD	35,560 lbs 16,130 kg

**STANDARDS COMPLIANCE** ANSI A92.5, CSA B354.4, EN 280

**RANGE OF MOTION S™-80 X**



**RANGE OF MOTION S™-85**



\* The metric equivalent of working height adds 2 m to platform height. U.S. adds 6 ft to platform height.  
\*\* Gradeability applies to driving on slopes. See operator's manual for details regarding slope ratings.  
\*\*\* Weight will vary depending on options and/or country standards.

*Handwritten notes:*  
RW 2/1/14  
Rf 1/28/11

## Features

### EASILY CONFIGURED TO MEET YOUR NEEDS

#### PLATFORM OPTIONS

- Steel 8 ft (2.44 m)
- Steel 6 ft (1.83 m)
- 8 ft (2.44 m) tri-entry

#### JIB OPTIONS

- Non-jib
- 5 ft (1.52 m) jib boom

#### POWER OPTIONS

- Deutz turbocharged diesel 74 hp (55 kW)
- Perkins diesel 63 hp (47 kW)
- Continental Gas/LPG 74 hp (55 kW)

#### DRIVE OPTIONS

- 2WD
- 4WD

#### AXLE

- Fixed width with active oscillation

#### TIRE OPTIONS

- Rough terrain foam-filled (standard)
- Rough terrain non-marking foam-filled
- High floatation air-filled (increases width by 4 in)

### STANDARD FEATURES

#### MEASUREMENTS

##### S™-80 X

- 86 ft (26.38 m) working height
- 71 ft 6 in (21.8 m) horizontal reach
- Up to 500 lbs (227 kg) unrestricted and up to 1000 lbs (454 kg) restricted lift capacity\*\*

##### S™-85

- 91 ft (27.90 m) working height
- 76 ft 6 in (23.3 m) horizontal reach
- Up to 500 lb (227 kg) lift capacity

#### PRODUCTIVITY

- Self-leveling platform
- Hydraulic platform rotation
- Fully proportional Hall effect joystick controls
- Drive enable
- AC power cord to platform
- Horn
- Hour meter
- Tilt alarm
- Descent alarm
- 360° continuous turntable rotation
- Positive traction drive
- Two speed wheel motors

#### POWER

- 12V DC auxiliary power
- Anti-restart engine protection
- Auto engine fault shutdown
- Catalytic converter muffler (Continental engine only)
- Engine block heater (Continental engine only)



### OPTIONS & ACCESSORIES

#### PRODUCTIVITY

- Platform swing gate
- Half mesh platform inserts with swing gate
- Platform top auxiliary rail
- Arc Pro 275™ Heavy-Duty Welder package
- Welder Ready package
- Weld leads to platform
- Air line to platform
- Hydraulic oil cooler
- Fire resistant hydraulic oil
- Biodegradable hydraulic oil
- Basic hostile environment kit
- Deluxe hostile environment kit
- Aircraft protection package (6 ft platform only)
- Tool tray
- Alarm package
- Panel cradle package\*
- Platform work lights
- Lockable platform control box covers
- Tow package

#### POWER

- Engine gauge package
- AC generator packages (110V/-220V/50Hz, 3000W)
- Cold Weather Packages
- Diesel scrubber/spark arrestor muffler (catalytic muffler)
- LPG tank only, steel, 33.5 lb (15.19 kg) capacity

\* Available on select models

\*\* Not available on CE machines

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1/28/11

# Issaquah Self-Storage Facility Parking Structure Construction Load Review

Issaquah, Washington

Structural Calculations

Prepared For:  
Bob Gregg



February 9, 2010

DCI Job # 06-11-265

*Rw*  
*2/11/10*

*Rg*  
*1/28/11*

# Issaquah Self-Storage Facility

February 9, 2010

DCI Job # 09-11-265

## Structural Calculations Index

CALCULATIONS

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COMPUTER OUTPUT

SECTION A

Page A1 - A24

SCISSOR LIFT INFORMATION

SECTION B

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*1/28/11*



		Project No.	Sheet No. 1 OF 5
Project	ISF		Date 2-6-2010
Subject	PARKING STRUCTURE REVIEW		By JDB

PER CONTRACTOR REQUIREMENTS- SCISSOR LIFT WILL BE GS-3246  
(GENIE LOADING REQUIREMENTS ARE ATTACHED FOR REFERENCE)

ASSUMPTIONS:

- CONSTRUCTION MATERIALS WILL NOT BE STORED ON THE DECK IN THE SAME BAY WHERE THE SCISSOR LIFTS ARE OPERATING
- SCISSOR LIFTS WILL BE MOVED INTO THE GARAGE DURING OFF-PEAK HOURS SO LOADING FROM ADDITIONAL AUTOMOBILES IS MINIMAL
- SINCE OVERALL LOADING ON STRUCTURE WILL BE REDUCED WHILE THE SCISSOR LIFT IS ON THE DECK, THE BEAMS WILL NOT BE OVERSTRESSED AND ONLY THE SLAB MUST BE REVIEWED.
- SCISSOR LIFTS WILL BE REQUIRED TO MAINTAIN A MINIMUM SPACING OF 4'-0"

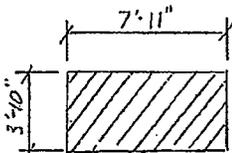
CHECKS:

- ROOF SLAB, END SPAN AND MID-SPAN - DURING CONSTRUCTION
- TYP SLAB, WHILE LIFT IS DRIVEN DOWN DRIVE AISLE OF GARAGE

CRITERIA:

- $f'_c = 6,000$  PSI       $f_y = 60,000$  PER GENERAL NOTES
  - LIVE LOAD = 40 PSF
  - GENIE LIFT MAX WEIGHT = 6172 LBS      MAX TIRE LOAD = 2020 LBS  
RATED LOAD = 700 LBS      (DURING CONST ONLY)
- 6872 LBS

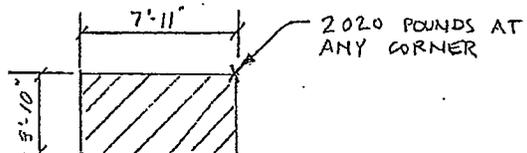
UNIFORM LOADING PLAN



$$\text{MOVE } \frac{6172 + 200}{3.83 (7.92)} = 210 \text{ PSF}$$

$$\text{CONST } \frac{6872}{3.83 (7.92)} = 226.5 \text{ PSF}$$

POINT LOADING PLAN



$$\text{CONST } \frac{6872 - 2020}{3.83 (7.92)} = 160 \text{ PSF}$$

Rw  
2/1/10



		Project No.	Sheet No.
		-	1 OF 5
Project	ISF		Date
Subject	PARKING STRUCTURE REVIEW		By JDB
			2-6-2010

PER CONTRACTOR REQUIREMENTS- SCISSOR LIFT WILL BE GS-3246  
 (GENIE LOADING REQUIREMENTS ARE ATTACHED FOR REFERENCE)

ASSUMPTIONS:

- CONSTRUCTION MATERIALS WILL NOT BE STORED ON THE DECK IN THE SAME BAY WHERE THE SCISSOR LIFTS ARE OPERATING
- SCISSOR LIFTS WILL BE MOVED INTO THE GARAGE DURING OFF-PEAK HOURS SO LOADING FROM ADDITIONAL AUTOMOBILES IS MINIMAL
- SINCE OVERALL LOADING ON STRUCTURE WILL BE REDUCED WHILE THE SCISSOR LIFT IS ON THE DECK, THE BEAMS WILL NOT BE OVERSTRESSED AND ONLY THE SLAB MUST BE REVIEWED.
- SCISSOR LIFTS WILL BE REQUIRED TO MAINTAIN A MINIMUM SPACING OF 4'-0"

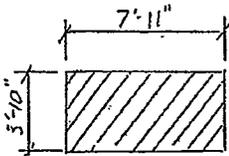
CHECKS:

- ROOF SLAB, END SPAN AND MID-SPAN - DURING CONSTRUCTION
- TYP SLAB, WHILE LIFT IS DRIVEN DOWN DRIVE AISLE OF GARAGE

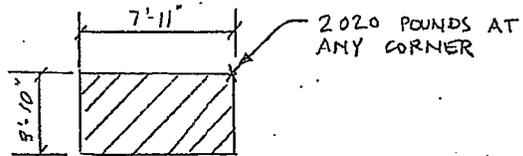
CRITERIA:

- $f'_c = 6,000$  PSI       $f_y = 60,000$  PER GENERAL NOTES
  - LIVE LOAD = 40 PSF
  - GENIE LIFT MAX WEIGHT = 6172 LBS      MAX TIRE LOAD = 2020 LBS  
 RATED LOAD = 700 LBS      (DURING CONST ONLY)
- 6872 LBS

UNIFORM LOADING PLAN



POINT LOADING PLAN



MOVE  $\frac{6172 + 200}{3.83 (7.92)} = 210$  PSF

CONST  $\frac{6872 - 2020}{3.83 (7.92)} = 160$  PSF

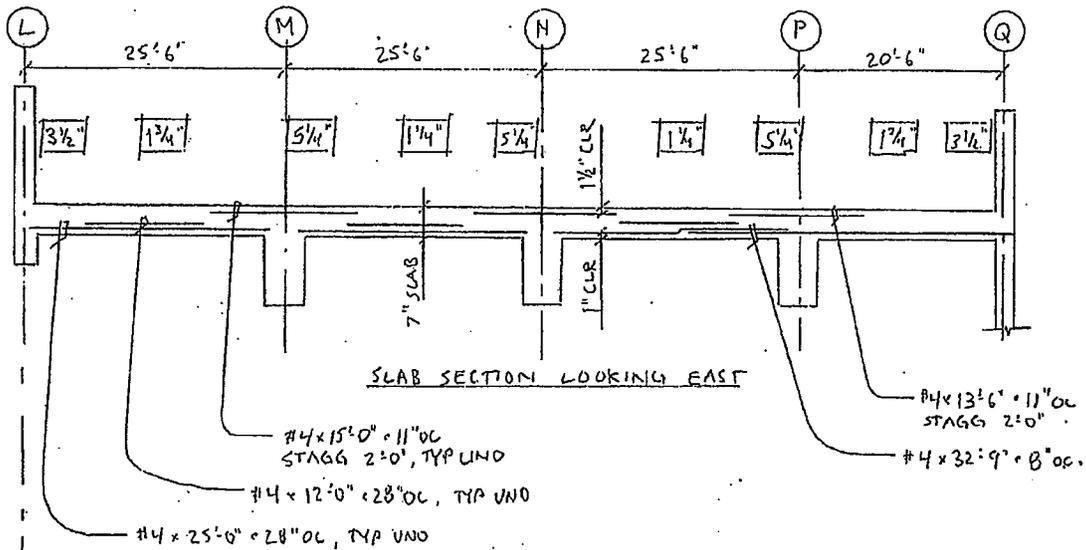
CONST  $\frac{6872}{3.83 (7.92)} = 226.5$  PSF

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 2/11/11  
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Project ISF	Project No.	Sheet No. 2 OF 5
Subject PARKING STRUCTURE REVIEW	Date	By

LEVEL 5 - GRID 2 TO 3 EFFECTIVE STRESS = 2.16 K/FT

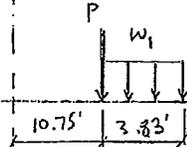


DO NOT OPERATE SCISSOR LIFT IN THIS BAY



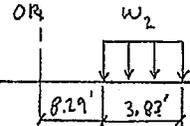
$$W_1 = 160 (7.92) = 1.27 \text{ K/FT}$$

$$P = 2.02 \text{ KIP}$$



$$W_2 = 210 (7.92) = 1.67 \text{ K/FT}$$

$$W_2 = 226.5 (7.92) = 1.79 \text{ K/FT}$$



LOADS CAN BE SHIFTED TO ANY GIVEN BAY IN ORDER TO CREATE MAXIMUM REACTIONS.

$$\text{TRIB WIDTH} = 7.92' + 2(\text{SLAB THK}) \text{ EA SIDE}$$

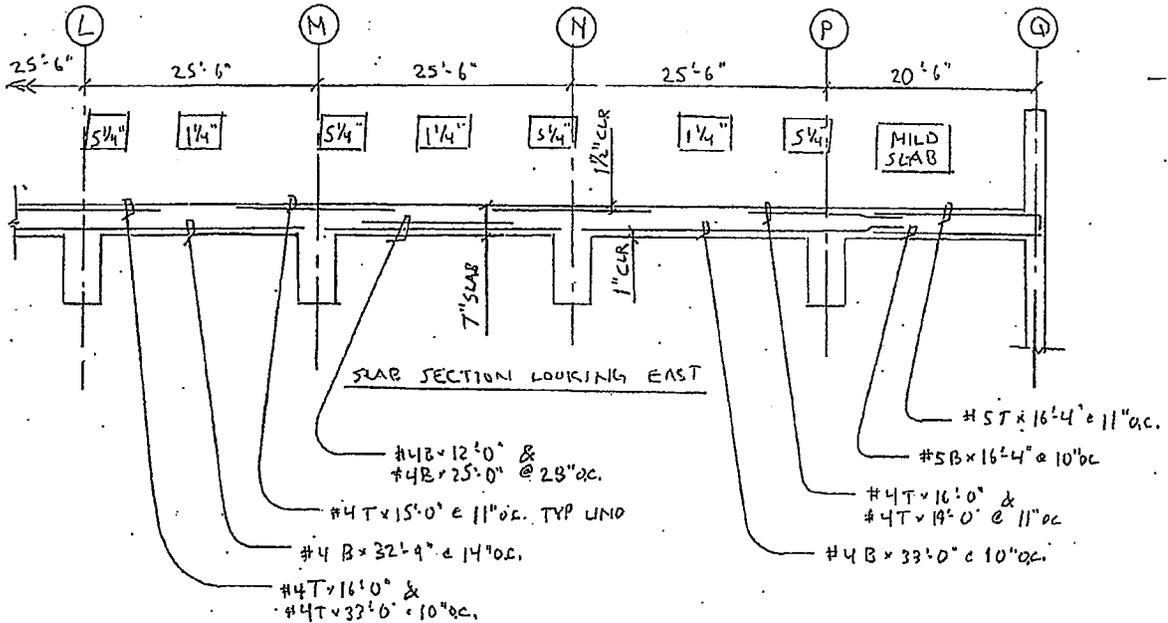
$$= 7.92' + 2(0.58') \cdot 2 = 10.24' \text{ REF PT DATA DESIGN STRIP}$$

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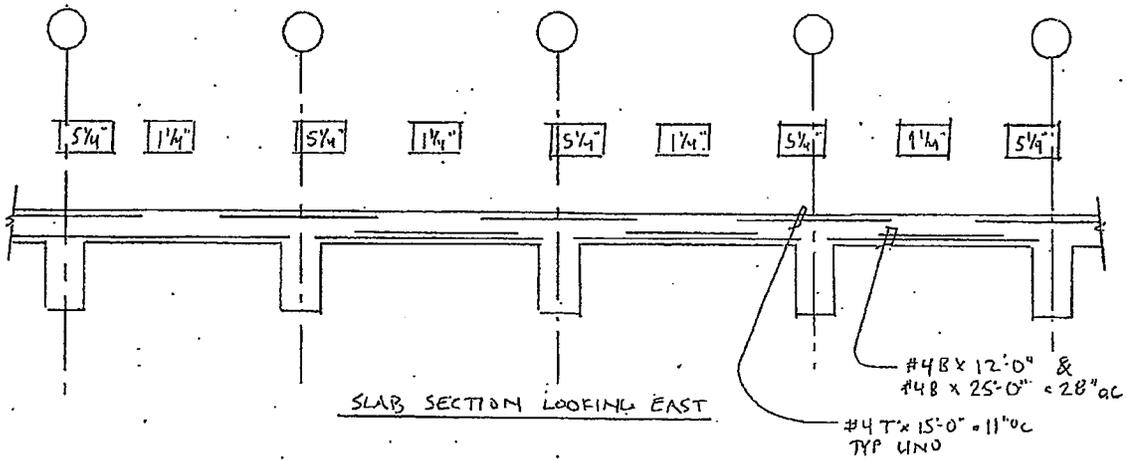


		Project No.	Sheet No. 3 of 5
Project ISF		Date	
Subject PARKING STRUCTURE REVIEW		By JDB	

LEVEL 5 - GRID 1 TO 2 OR 3 TO 4. EFFECTIVE STRESS = 16.9 K/FT



TYP LEVEL - TYP GRIDS EFFECTIVE STRESS 12.6 K/FT



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1/28/11



		Project No.	Sheet No. 4 of 5
Project	ISF		Date
Subject	PARKING STRUCTURE REVIEW		By

CONFIRM MOMENT CAPACITY OF SPAN AT LEVEL 5, P-Q PTWN GRIDS 3 & 4

$$\text{MID-SPAN MOMENT} - M_u = 1.6(25.3) + 1.2(16.6) = 59.7 \text{ K-FT}$$

$$\text{DIVIDE BY TRIB WIDTH} \quad M_u = \frac{59.7}{10.24} = 5.82 \frac{\text{K-FT}}{\text{FT}}$$

MID-SPAN MOMENT CAPACITY #5 @ 10" O.C.

$$a = \frac{0.31(60)}{0.85(6)12} \left( \frac{12}{10} \right) = 0.36''$$

$$d = 7 - 1 - \left( \frac{0.625}{2} \right) = 5.69''$$

$$\phi M_n = 4.5 \left( 0.31 \right) \left( \frac{12}{10} \right) \left[ 5.69 - \frac{0.36}{2} \right] = 9.22 \text{ K-FT OK}$$

END-SPAN MOMENT

$$M_u = 1.6(22.6) + 1.2(17.5) = 57.2 \frac{\text{K-FT}}{\text{FT}}$$

$$\text{DIVIDE BY TRIB WIDTH} \quad M_u = \frac{57.2}{10.24} = 5.6 \frac{\text{K-FT}}{\text{FT}}$$

ALONG GRID Q

#5 @ 11" O.C.

$$a = \frac{0.31(60)}{0.85(6)12} \left( \frac{12}{11} \right) = 0.337''$$

$$d = 7 - 1.5 - \left( \frac{0.625}{2} \right) = 5.19''$$

$$\phi M_n = 4.5 \left( 0.31 \right) \left( \frac{12}{11} \right) \left[ 5.19 - \frac{0.337}{2} \right] = 7.64 \frac{\text{K-FT}}{\text{FT}} \text{ OK}$$

ALL MOMENTS ARE TAKEN FROM PT-DATA FOR THE LOADING CONDITION WITH POINT LOAD FROM THE SCISSOR LIFT PLUS 40 PSF LIVE LOAD - DEFLECTIONS ARE CONFIRMED FROM PT-DATA

RW  
2/11/11

RG  
1/28/11

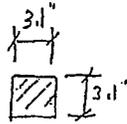


		Project No.	Sheet No. 5 of 5
Project FSF		Date 2-9-10	
Subject PARKING STRUCTURE REVIEW		By	

PUNCHING SHEAR CHECK

MAXIMUM POINT LOAD 2,020 POUNDS (PER GENIC INFO)  
BASED ON TIRE CONTACT PRESSURE OF 202 PSI

$$AREA = \frac{2,020}{202} = 10 \text{ IN}^2$$



$$b_1 = (3.1 + d) 4$$

$$b_1 = [3.1 + 5.19] 4 = 37.2 \text{ IN}$$

$$\phi V_n = 0.85 (4) \sqrt{6000} (5.19) 37.2 = 45.3 \text{ K} \gg V_u = 2.62 \text{ KIP OK}$$

CONCLUSIONS:

- DURING INSTALLATION OF THE SCISSOR LIFT, LIVE LOADING ON THE SLAB CAN BE AT UP TO 20 PSF WITHOUT EXCEEDING 6YR OR REINF REQUIREMENTS. ∴ LIFT SHALL BE INSTALLED W/ NO OTHER VEHICULAR TRAFFIC PRESENT IN THE 10.5' DESIGN STRIP.
- DURING CONSTRUCTION, THE LIFTS CAN OPERATE ALONG W/ THE STANDARD 40 PSF LIVE LOAD. HOWEVER, TO BE CONSERVATIVE, LIMIT CONSTRUCTION LIVE LOAD TO 25 PSF IN BAYS THE LIFT IS OPERATING.
- ALL OTHER ASPECTS OF THE DESIGN ARE ADEQUATE AND NO OTHER PRECAUTIONARY STEPS ARE REQUIRED FOR OPERATING THE LIFTS.

RW  
2/1/14

RS  
1/28/11

# Issaquah Self-Storage Facility

February 9, 2010

DCI Job # 09-11-265

# COMPUTER OUTPUT

## SECTION A

RW  
2/1/11

RS  
1/28/11

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Sheet No. **A-1**

**CONTROL CONDITION - CONFIRM ORIG. DESIGN**

-----PTData for Windows (V3.000-0285)-----  
 P O S T T E N S I O N E N D B E A M D E S I G N

02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\TYPSPA-2.PTD

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5 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi %SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/97/75/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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Section 1 - B E A M I N P U T D A T A

-----GEOMETRY-----																		
SPAN	TYPE	L (ft)	Bbot (in)	H (in)	LL (in)	LR (in)	TriBL (ft)	TriBR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

-----TENDON PROFILE-----					CONC	-----SUPERIMPOSED LOADS-----							
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	SPAN	TYPE	LOAD (k,ft)	LL (k,ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	25.50
4	3	0.00	0.00	2.55	2.55	12.75	0.896	3	L	0.000	0.000	10.75	14.67
5	3	0.00	0.00	2.55	2.55	12.75	0.896	4	U	0.005	0.040	0.00	25.50
								5	U	0.005	0.040	0.00	25.50

-----COLUMNS-----												BEAM CROSS-SECTION PROPERTIES			
JOINT	Bottom				Top				SPAN	BEAM CROSS-SECTION PROPERTIES					
	H (ft)	C2 (in)	C1 (in)	Far End (in)	H (ft)	C2 (in)	C1 (in)	Far End (in)		A (in <sup>2</sup> )	yt (in)	St (in <sup>3</sup> )	Sb (in <sup>3</sup> )		
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52		
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52		
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52		
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52		
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	5	860.16	3.50	1003.52	1003.52		
6	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin							

Section 2 - B E A M A N D C O L U M N M O M E N T S (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	-----DEAD LOAD-----			-----BALANCED LOAD-----			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.31	26.14(12.8)	-50.80	11.55	-10.88(12.8)	22.22	11.88	4.04
2	-46.78	22.36(12.8)	-44.90	25.62	-15.93(12.8)	27.15	7.53	9.06
3	-45.39	22.81(12.8)	-45.39	26.75	-15.56(12.8)	26.75	8.66	8.66
4	-44.90	22.36(12.8)	-46.78	27.15	-15.93(12.8)	25.62	9.06	7.53
5	-50.80	26.14(12.8)	-33.31	22.22	-10.88(12.8)	11.55	4.04	11.88

SPAN	-----MOST POS LL-----			-----MOST NEG LL-----			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	1.98	12.68(12.8)	0.51	-16.38	-0.03(8.0)	-22.48	1	0.00	69.98
2	2.10	12.37(12.8)	2.64	-22.32	-2.69(15.2)	-22.05	2	0.00	-38.41
3	2.60	12.52(12.8)	2.60	-22.22	-2.65(10.4)	-22.22	3	0.00	30.09
4	2.64	12.37(12.8)	2.10	-22.05	-2.69(10.4)	-22.32	4	0.00	-30.09
5	0.51	12.68(12.8)	1.98	-22.48	-0.03(17.6)	-16.38	5	0.00	38.41
							6	0.00	-69.98

Section 3 - E F F E C T I V E F O R C E S A N D P R O F I L E S

Tendon Weight=0.258 psf

SPAN	Eff Force		No. Strands	CGS Dim. (in. from datum)			F/A(ksi)		
	(k)	(k/ft)		HiL	LoL	Lo2	HiR	Min	Max
1	129.17	12.61	4.9	3.50	5.25	0.00	1.75	0.150	0.150
2	129.17	12.61	4.9	1.75	5.75	0.00	1.75	0.150	0.150
3	129.17	12.61	4.9	1.75	5.75	0.00	1.75	0.150	0.150
4	129.17	12.61	4.9	1.75	5.75	0.00	1.75	0.150	0.150
5	129.17	12.61	4.9	1.75	5.25	0.00	3.50	0.150	0.150

*Res*  
 2/1/11  
 P28  
 1/28/11

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Sheet No. A-2  
 Issaquah Parking Structure  
 Slab Review  
 Page 2

=====PTData for Windows (V3.000-0285)=====

**Section 4 - REBAR REQUIREMENTS (in<sup>2</sup>)**

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		SPAN	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT	TOP	BOT
1	0.79	0.00	0.00	0.00	1.72	0.00	1	0.00	0.08	0.00	0.00	0.00	1.72
2	1.63	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	1.11	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	0.00	1.72
4	1.11	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	0.00	1.72
5	1.63	0.00	0.00	0.00	1.72	0.00	5	0.00	0.08	0.00	0.00	0.00	1.72
6	0.79	0.00	0.00	0.00	1.72	0.00	Rebar Weight=1.071 psf						

**Section 5 - BEAM SHEAR DESIGN**

Span 1 L=25.50ft		Span 2 L=25.50ft		Span 3 L=25.50ft		Span 4 L=25.50ft		Span 5 L=25.50ft	
X Left (ft)	Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in <sup>2</sup> /ft)	#3@ (in)	CODE	
Use #3@24.00in o/c max. for Span 1									
Use #3@24.00in o/c max. for Span 2									
Use #3@24.00in o/c max. for Span 3									
Use #3@24.00in o/c max. for Span 4									
Use #3@24.00in o/c max. for Span 5									

**Section 6 - CONCRETE FLEXURAL STRESSES AND DEFLECTIONS**

SPAN	Service Loads				Transfer of Prestress		Deflections (in)		
	Tension (x)	Compression (x)	Tension (x)	Compression (x)	DL + Bal	LL	Delta L/Delta	Delta L/Delta	Delta L/Delta
1 T	0.460 ( 24.75)	-0.484 ( 12.75)	0.089 ( 24.75)	-0.331 ( 10.35)	1	0.072	4227	0.062	4917
B	0.184 ( 12.75)	-0.761 ( 24.75)	-0.020 ( 10.35)	-0.440 ( 24.75)	2	0.022	13642	0.060	5135
2 T	0.370 ( 0.75)	-0.375 ( 12.75)	-0.003 ( 0.75)	-0.206 ( 15.15)	3	0.029	10396	0.061	5030
B	0.075 ( 12.75)	-0.670 ( 0.75)	-0.145 ( 15.15)	-0.347 ( 0.75)	4	0.022	13642	0.060	5135
3 T	0.338 ( 0.75)	-0.387 ( 12.75)	-0.035 ( 0.75)	-0.216 ( 12.75)	5	0.072	4227	0.062	4917
B	0.086 ( 12.75)	-0.639 ( 0.75)	-0.134 ( 12.75)	-0.315 ( 0.75)					
4 T	0.370 ( 24.75)	-0.375 ( 12.75)	-0.003 ( 24.75)	-0.206 ( 10.35)					
B	0.075 ( 12.75)	-0.670 ( 24.75)	-0.145 ( 10.35)	-0.347 ( 24.75)					
5 T	0.460 ( 0.75)	-0.484 ( 12.75)	0.089 ( 0.75)	-0.331 ( 15.15)					
B	0.184 ( 12.75)	-0.761 ( 0.75)	-0.020 ( 15.15)	-0.440 ( 0.75)					

**Section 7 - FACTORED COLUMN LOADS**

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)
1	22.24	0.00	69.98	22.24	0.00	69.98
2	47.34	0.00	-9.38	37.98	0.00	-38.41
3	46.63	0.00	1.40	37.30	0.00	30.09
4	46.63	0.00	-1.40	37.30	0.00	-30.09
5	47.34	0.00	9.38	37.98	0.00	38.41
6	22.24	0.00	-69.98	22.24	0.00	-69.98

*Rev*  
 2/14  
*RS*  
 1/28/11

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Sheet No. A-3

**TYP SLAB - SCISSOR INSTALLATION**

PTData for Windows (V3.000-0285)  
**POST TENSIONED BEAM DESIGN**

02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\TYPSPA-1.PTD

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5 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT F'c=465psi BOT 6.0 SQRT F'c=465psi %SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/.9/.75/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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**Section 1 - BEAM INPUT DATA**

-----GEOMETRY-----																		
SPAN	TYPE	L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TriBL (ft)	TriBR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

-----TENDON PROFILE-----					CONC	-----SUPERIMPOSED LOADS-----							
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	SPAN	LOAD TYPE	DL (k,ft)	LL (k,ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.020	0.00	25.50
4	3	0.00	0.00	2.55	2.55	12.75	0.896	3	L	0.000	1.670	10.75	14.67
5	3	0.00	0.00	2.55	2.55	12.75	0.896	4	U	0.005	0.040	0.00	25.50
								5	U	0.005	0.040	0.00	25.50

-----COLUMNS-----										BEAM CROSS-SECTION PROPERTIES			
-----Bottom-----					-----Top-----								
JOINT	H (ft)	C2 (in)	C1 (in)	Far End (in)	H (ft)	C2 (in)	C1 (in)	Far End (in)	SPAN	A (in <sup>2</sup> )	yt (in)	St (in <sup>3</sup> )	Sb (in <sup>3</sup> )
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	5	860.16	3.50	1003.52	1003.52
6	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin					

**Section 2 - BEAM AND COLUMN MOMENTS (k-ft)**

Column Moments are Factored, All Other Moments are Unfactored

-----DEAD LOAD-----				-----BALANCED LOAD-----				BEAM SECONDARY	
SPAN	L	M(x-ft)	R	L	M(x-ft)	R	L	R	
1	-33.31	26.14(12.8)	-50.80	11.55	-10.88(12.8)	22.22	11.88	4.04	
2	-46.78	22.36(12.8)	-44.90	25.62	-15.93(12.8)	27.15	7.53	9.06	
3	-45.39	22.81(12.8)	-45.39	26.75	-15.56(12.8)	26.75	8.66	8.66	
4	-44.90	22.36(12.8)	-46.78	27.15	-15.93(12.8)	25.62	9.06	7.53	
5	-50.80	26.14(12.8)	-33.31	22.22	-10.88(12.8)	11.55	4.04	11.88	

-----MOST POS LL-----				-----MOST NEG LL-----				COLUMN MOMENTS (FACTORED)		
SPAN	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT	
1	1.98	12.74(12.8)	0.73	-16.47	-0.03( 8.0)	-22.48	1	0.00	70.15	
2	3.00	12.37(12.8)	2.64	-22.32	-2.76( 8.0)	-24.12	2	0.00	-39.64	
3	2.60	25.24(12.8)	2.60	-30.86	-2.65(10.4)	-30.78	3	0.00	41.37	
4	2.64	12.37(12.8)	2.99	-24.09	-2.76(17.6)	-22.32	4	0.00	-41.24	
5	0.73	12.74(12.8)	1.98	-22.48	-0.03(17.6)	-16.47	5	0.00	39.62	
							6	0.00	-70.15	

**Section 3 - EFFECTIVE FORCES AND PROFILES**

Tendon Weight=0.258 psf

SPAN	Eff Force (k)	No. Strands	CGS Dim. (in. from datum)	F/A(ksi)
	(k)	(k/ft)	HiL LoL Lo2 HIR	Min Max
1	129.17	12.61	4.9 3.50 5.25 0.00	1.75 0.150 0.150
2	129.17	12.61	4.9 1.75 5.75 0.00	1.75 0.150 0.150
3	129.17	12.61	4.9 1.75 5.75 0.00	1.75 0.150 0.150
4	129.17	12.61	4.9 1.75 5.75 0.00	1.75 0.150 0.150
5	129.17	12.61	4.9 1.75 5.25 0.00	3.50 0.150 0.150

*Zw*  
*2/11*  
*RF*  
*1/28/11*

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 Page 2

=====PTData for Windows (V3.000-0285)=====

**Section 4 - REBAR REQUIREMENTS (in2)**

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		SPAN	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT	TOP	BOT
1	0.80	0.00	0.00	0.00	1.72	0.00	1	0.00	0.09	0.00	0.00	0.00	1.72
2	1.63	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	1.74	0.00	0.00	0.00	1.72	0.00	3	0.00	0.52	0.00	0.00	0.00	1.72
4	1.73	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	0.00	1.72
5	1.63	0.00	0.00	0.00	1.72	0.00	5	0.00	0.09	0.00	0.00	0.00	1.72
6	0.80	0.00	0.00	0.00	1.72	0.00							

Rebar Weight=1.072 psf

**Section 5 - BEAM SHEAR DESIGN**

Span 1 L=25.50ft		Span 2 L=25.50ft		Span 3 L=25.50ft		Span 4 L=25.50ft		Span 5 L=25.50ft	
X Left (ft)	Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#30 (in)	CODE	
Use #3@24.00in o/c max. for Span 1									
Use #3@24.00in o/c max. for Span 2									
Use #3@24.00in o/c max. for Span 3									
Use #3@24.00in o/c max. for Span 4									
Use #3@24.00in o/c max. for Span 5									

**Section 6 - CONCRETE FLEXURAL STRESSES AND DEFLECTIONS**

Stresses (ksi)						Deflections (in)			
SPAN	Service Loads		Transfer of Prestress		SPAN	DE + Bal		LL	
	Tension (x)	Compression (x)	Tension (x)	Compression (x)		Delta L/Delta	L/Delta	Delta L/Delta	L/Delta
1 T	0.460 ( 24.75)	-0.485 ( 12.75)	0.089 ( 24.75)	-0.331 ( 10.35)	1	0.072	4227	0.063	4874
B	0.185 ( 12.75)	-0.761 ( 24.75)	-0.020 ( 10.35)	-0.440 ( 24.75)	2	0.022	13642	0.060	5135
2 T	0.370 ( 0.75)	-0.375 ( 12.75)	-0.003 ( 0.75)	-0.206 ( 15.15)	3	0.029	10396	0.100	3059
B	0.075 ( 12.75)	-0.670 ( 0.75)	-0.145 ( 15.15)	-0.347 ( 0.75)	4	0.022	13642	0.060	5135
3 T	0.442 ( 0.75)	-0.539 ( 12.75)	-0.035 ( 0.75)	-0.216 ( 12.75)	5	0.072	4227	0.063	4875
B	0.238 ( 12.75)	-0.742 ( 0.75)	-0.134 ( 12.75)	-0.315 ( 0.75)					
4 T	0.370 ( 24.75)	-0.375 ( 12.75)	-0.003 ( 24.75)	-0.206 ( 10.35)					
B	0.075 ( 12.75)	-0.670 ( 24.75)	-0.145 ( 10.35)	-0.347 ( 24.75)					
5 T	0.460 ( 0.75)	-0.485 ( 12.75)	0.089 ( 0.75)	-0.331 ( 15.15)					
B	0.185 ( 12.75)	-0.761 ( 0.75)	-0.020 ( 15.15)	-0.440 ( 0.75)					

**Section 7 - FACTORED COLUMN LOADS**

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)
1	22.26	0.00	70.15	22.26	0.00	70.15
2	47.34	0.00	-9.38	37.76	0.00	-39.64
3	47.91	0.00	12.68	38.58	0.00	41.37
4	47.86	0.00	-12.54	38.54	0.00	-41.24
5	47.34	0.00	9.38	37.77	0.00	39.62
6	22.26	0.00	-70.15	22.26	0.00	-70.15

*Rw*  
 2/11/11 *R8*  
 1/28/11

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Sheet No. **A-5**

**LEVEL 5 GRID L-Q BTWN 2-3 UNIFORM LOAD**

PTData for Windows (V3.000-0285)  
**POST TENSIONED BEAM DESIGN**  
 02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LV29FD-1.PTD

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4 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi \*SUP.DL\*TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/1.9/1.75/1.2/1.6 Col Fe/Ig=0.10 No Top Columns @ Stressing

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Section 1 - BEAM INPUT DATA

-----GEOMETRY-----																		
SPAN	TYPE	L (ft)	Btot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

-----TENDON PROFILE-----				CONC		-----SUPERIMPOSED LOADS-----							
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	SPAN	LOAD TYPE	DL (k, ft)	LL (k, ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	2	L	0.000	1.790	10.75	14.67
4	3	0.00	0.00	2.05	2.05	10.25	0.896	3	U	0.005	0.040	0.00	25.50
								4	U	0.005	0.040	0.00	20.50

-----COLUMNS-----										BEAM CROSS-SECTION PROPERTIES				
-----Bottom-----					-----Top-----									
JOINT	H (ft)	C2 (in)	C1 (in)	Far (in)	H (ft)	C2 (in)	C1 (in)	Far (in)	SPAN	A (in2)	yt (in)	St (in3)	Sb (in3)	
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52	
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52	
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52	
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52	
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin						

Section 2 - BEAM AND COLUMN MOMENTS (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	-----DEAD LOAD-----			-----BALANCED LOAD-----			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.32	26.15(12.8)	-50.77	19.78	-18.62(12.8)	38.01	20.33	6.89
2	-46.68	22.29(12.8)	-45.13	43.75	-27.20(12.8)	46.64	12.80	15.68
3	-46.31	23.40(12.8)	-43.29	46.52	-27.09(12.8)	44.09	15.56	13.13
4	-36.52	15.94(12.2)	-17.47	38.97	-18.44(10.3)	18.26	8.46	19.12

SPAN	-----MOST POS LL-----			-----MOST NEG LL-----			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	3.93	12.68(12.8)	0.50	-16.38	-0.07(5.6)	-27.15	1	0.00	61.36
2	2.06	32.51(12.8)	2.46	-40.75	-2.66(15.2)	-40.41	2	0.00	-41.02
3	1.89	12.31(12.8)	4.19	-26.64	-1.77(17.6)	-20.82	3	0.00	-51.72
4	1.21	8.69(10.3)	2.25	-16.40	-0.12(14.1)	-10.05	4	0.00	-29.18
							5	0.00	-29.90

Section 3 - EFFECTIVE FORCES AND PROFILES

Tendon Weight=0.446 psf

SPAN	Eff Force (k)		No. Strands	CGS Dim. (in. from datum)				F/A(ksi)	
	(k)	(k/ft)		H/L	Lo1	Lo2	H/R	Min	Max
1	221.02	21.58	8.4	3.50	5.25	0.00	1.75	0.257	0.257
2	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257	0.257
3	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257	0.257
4	221.02	21.58	8.4	1.75	5.25	0.00	3.50	0.257	0.257

Section 4 - REBAR REQUIREMENTS (in2)

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT
1	0.00	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	1.72
2	0.75	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	1.72
3	0.51	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	1.72
4	0.00	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	1.72
5	0.00	0.00	0.00	0.00	1.72	0.00						

Rebar Weight=1.070 psf

*Rw*  
*2/1/11*  
*Rf*  
*1/28/11*

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Sheet No. A-6  
 Issaquah Parking Structure  
 Slab Review  
 Page 2

=====PTData for Windows (V3.000-0285)=====

Section 5 - B E A M S H E A R D E S I G N

Span	L=	Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(k)	(in2/ft)	(in)	
Span 1	L=25.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
Use #3@24.00in o/c max. for Span 1									
Span 2	L=25.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
Use #3@24.00in o/c max. for Span 2									
Span 3	L=25.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
Use #3@24.00in o/c max. for Span 3									
Span 4	L=20.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
Use #3@24.00in o/c max. for Span 4									

Section 6 - C O N C R E T E F L E X U R A L S T R E S S E S A N D D E F L E C T I O N S

Service Loads				Transfer of Prestress				Deflections (in)			
Stresses (ksi)				Stresses (ksi)				Deflections (in)			
SPAN	Tension (x)	Compression (x)		Tension (x)	Compression (x)		SPAN	DL + Bal	LL	Delta L/Delta	Delta L/Delta
1 T	0.220 ( 24.75)	-0.507 ( 10.35)		-0.199 ( 0.75)	-0.369 ( 7.95)		1	0.042	7330	0.062	4919
B	-0.007 ( 10.35)	-0.734 ( 24.75)		-0.230 ( 7.95)	-0.401 ( 0.75)		2	-0.022	13889	0.132	2310
2 T	0.265 ( 0.75)	-0.587 ( 12.75)		-0.172 ( 12.75)	-0.460 ( 24.46)		3	-0.012	26123	0.059	5180
B	0.073 ( 12.75)	-0.779 ( 0.75)		-0.140 ( 24.46)	-0.427 ( 12.75)		4	-0.007	34084	0.029	8558
3 T	0.059 ( 0.75)	-0.360 ( 12.75)		-0.186 ( 12.75)	-0.446 ( 24.46)						
B	-0.154 ( 12.75)	-0.573 ( 0.75)		-0.154 ( 24.46)	-0.413 ( 12.75)						
4 T	-0.090 ( 0.75)	-0.351 ( 12.15)		-0.204 ( 8.35)	-0.443 ( 1.04)						
B	-0.163 ( 12.15)	-0.424 ( 0.75)		-0.157 ( 1.04)	-0.396 ( 8.35)						

Section 7 - F A C T O R E D C O L U M N L O A D S

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load	Column Top	Column Bottom	Axial Load	Column Top	Column Bottom
	(kips)	(k-ft)	(k-ft)	(kips)	(k-ft)	(k-ft)
1	22.48	0.00	61.36	22.48	0.00	61.36
2	53.09	0.00	13.86	37.68	0.00	-41.02
3	52.92	0.00	-24.19	43.81	0.00	-51.72
4	42.74	0.00	-12.23	35.62	0.00	-29.18
5	17.77	0.00	-29.90	17.77	0.00	-29.90

RW  
2/11/11  
R8  
1/28/11

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Sheet No. **A-7**  
**LEVEL 5 GRID L-Q BTWN 2-3 POINT LOAD**

PTData for Windows (V3.000-0285)  
 POST TENSIONED BEAM DESIGN

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LV22F3-1.PTD

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4 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi %SUP.DL&TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/1.9/1.75/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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Section 1 - BEAM INPUT DATA

GEOMETRY																		
SPAN	TYPE	L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TENDON PROFILE						CONC	SUPERIMPOSED LOADS						
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	DL (k/ft)	SPAN	TYPE	LOAD (k,ft)	DL (k,ft)	LL (ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	2	L	0.000	1.270	10.75	14.67
4	3	0.00	0.00	2.05	2.05	10.25	0.896	2	P	0.000	2.020	12.75	0.00
								3	U	0.005	0.040	0.00	25.50
								4	U	0.005	0.040	0.00	20.50

COLUMNS										BEAM CROSS-SECTION PROPERTIES					
JOINT	Bottom					Top					SPAN	A (in2)	yt (in)	St (in3)	Sb (in3)
	H (ft)	C2 (in)	C1 (in)	Far (in)	End (in)	H (ft)	C2 (in)	C1 (in)	Far (in)	End (in)					
1	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	1	860.16	3.50	1003.52	1003.52
2	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	2	860.16	3.50	1003.52	1003.52
3	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	3	860.16	3.50	1003.52	1003.52
4	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	4	860.16	3.50	1003.52	1003.52
5	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin					

Section 2 - BEAM AND COLUMN MOMENTS (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	DEAD LOAD			BALANCED LOAD			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.32	26.15(12.8)	-50.77	19.78	-18.62(12.8)	38.01	20.33	6.89
2	-46.68	22.29(12.8)	-45.13	43.75	-27.20(12.8)	46.64	12.80	15.68
3	-46.31	23.40(12.8)	-43.29	46.52	-27.09(12.8)	44.09	15.56	13.13
4	-36.52	15.94(12.2)	-17.47	38.97	-18.44(10.3)	18.26	8.46	19.12

SPAN	MOST POS LL			MOST NEG LL			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	3.93	12.68(12.8)	0.50	-16.38	-0.07(5.6)	-27.14	1	0.00	61.36
2	2.06	33.40(12.8)	2.46	-40.73	-2.66(15.2)	-40.42	2	0.00	-41.02
3	1.89	12.31(12.8)	4.19	-26.64	-1.77(17.6)	-20.82	3	0.00	-51.73
4	1.21	8.69(10.3)	2.25	-16.40	-0.12(14.1)	-10.05	4	0.00	-29.18
							5	0.00	-29.90

Section 3 - EFFECTIVE FORCES AND PROFILES

Tendon Weight=0.446 psf

SPAN	Eff Force (k)	No. (k/ft)	Strands	CGS Dim. (in. from datum)				F/A(ksi)	
				HiL	Lo1	Lo2	HiR	Min	Max
1	221.02	21.58	8.4	3.50	5.25	0.00	1.75	0.257	0.257
2	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257	0.257
3	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257	0.257
4	221.02	21.58	8.4	1.75	5.25	0.00	3.50	0.257	0.257

Section 4 - REBAR REQUIREMENTS (in2)

JOINT	ULT(%R=0.0)		D+L/4(%R=0.0)		MIN		SPAN	ULT(%R=0.0)		D+L/4(%R=0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT		
1	0.00	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	0.00	1.72
2	0.75	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	0.51	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	0.00	1.72
4	0.00	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	0.00	1.72
5	0.00	0.00	0.00	0.00	1.72	0.00							

Rebar Weight=1.070 psf

*Rev*  
 2/1/14  
 RS  
 1/28/11

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 425/827-2238

Sheet No. A-8  
 Issaquah Parking Structure  
 Slab Review  
 Page 2

=====PTData for Windows (V3.000-0285)=====

Section 5 - B E A M S H E A R D E S I G N

Span	L	Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(k)	(in2/ft)	(in)	
Span 1	L=25.50ft								
X Left									
	Use #3@24.00in o/c max. for Span 1								
Span 2	L=25.50ft								
X Left									
	Use #3@24.00in o/c max. for Span 2								
Span 3	L=25.50ft								
X Left									
	Use #3@24.00in o/c max. for Span 3								
Span 4	L=20.50ft								
X Left									
	Use #3@24.00in o/c max. for Span 4								

Section 6 - C O N C R E T E F L E X U R A L S T R E S S E S A N D D E F L E C T I O N S

Stresses (ksi)					Deflections (in)				
SPAN	Service Loads		Transfer of Prestress		DL + Bal		LL		
	Tension (x)	Compression (x)	Tension (x)	Compression (x)	Delta L/Delta	Delta L/Delta	Delta L/Delta	Delta L/Delta	
1 T	0.220 ( 24.75)	-0.507 ( 10.35)	-0.199 ( 0.75)	-0.369 ( 7.95)	1	0.042	7330	0.062	4919
B	-0.007 ( 10.35)	-0.734 ( 24.75)	-0.230 ( 7.95)	-0.401 ( 0.75)	2	-0.022	13889	0.133	2293
2 T	0.265 ( 0.75)	-0.598 ( 12.75)	-0.172 ( 12.75)	-0.460 ( 24.46)	3	-0.012	26123	0.059	5180
B	0.084 ( 12.75)	-0.779 ( 0.75)	-0.140 ( 24.46)	-0.427 ( 12.75)	4	-0.007	34084	0.029	8558
3 T	0.059 ( 0.75)	-0.360 ( 12.75)	-0.186 ( 12.75)	-0.446 ( 24.46)					
B	-0.154 ( 12.75)	-0.573 ( 0.75)	-0.154 ( 24.46)	-0.413 ( 12.75)					
4 T	-0.090 ( 0.75)	-0.351 ( 12.15)	-0.204 ( 8.35)	-0.443 ( 1.04)					
B	-0.163 ( 12.15)	-0.424 ( 0.75)	-0.157 ( 1.04)	-0.396 ( 8.35)					

Section 7 - F A C T O R E D C O L U M N L O A D S

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)
1	22.48	0.00	61.36	22.48	0.00	61.36
2	53.07	0.00	13.83	37.68	0.00	-41.02
3	52.91	0.00	-24.20	43.80	0.00	-51.73
4	42.74	0.00	-12.23	35.62	0.00	-29.18
5	17.77	0.00	-29.90	17.77	0.00	-29.90

Rw R8  
 2/11/11 1/28/11

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Sheet No. A-9

LEVEL 5, GRID L-Q RTWN 2-3, UNIFORM LOAD

PTData for Windows (V3.000-0285)  
 POST TENSIONED BEAM DESIGN  
 02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LVL5-2-3.PTD

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4 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi %SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/1.9/1.75/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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Section 1 - BEAM INPUT DATA

-----GEOMETRY-----																		
SPAN	TYPE	L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

-----TENDON PROFILE-----						CONC		-----SUPERIMPOSED LOADS-----					
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	SPAN	TYPE	DL (k, ft)	LL (k, ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	25.50
4	3	0.00	0.00	2.05	2.05	10.25	0.896	3	L	0.000	1.790	10.75	14.67
								4	U	0.005	0.040	0.00	20.50

-----COLUMNS-----										BEAM CROSS-SECTION PROPERTIES					
JOINT	Bottom					Top					SPAN	A (in2)	yt (in)	St (in3)	Sb (in3)
	H (ft)	C2 (in)	C1 (in)	Far (in)	End (in)	H (ft)	C2 (in)	C1 (in)	Far (in)	End (in)					
1	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	1	860.16	3.50	1003.52	1003.52
2	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	2	860.16	3.50	1003.52	1003.52
3	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	3	860.16	3.50	1003.52	1003.52
4	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin	4	860.16	3.50	1003.52	1003.52
5	10.00	124.00	18.00	Pin	Pin	0.00	0.00	0.00	Pin	Pin					

Section 2 - BEAM AND COLUMN MOMENTS (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	-----DEAD LOAD-----			-----BALANCED LOAD-----			BEAM SECONDARY		
	L	M(x-ft)	R	L	M(x-ft)	R	L	M	R
1	-33.32	26.15(12.8)	-50.77	19.78	-18.62(12.8)	38.01	20.33	6.89	
2	-46.68	22.29(12.8)	-45.13	43.75	-27.20(12.8)	46.64	12.80	15.68	
3	-46.31	23.40(12.8)	-43.29	46.52	-27.09(12.8)	44.09	15.56	13.13	
4	-36.52	15.94(12.2)	-17.47	38.97	-18.44(10.3)	18.26	8.46	19.12	

SPAN	-----MOST POS LL-----			-----MOST NEG LL-----			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	1.97	12.82(12.8)	1.01	-16.59	-0.03( 8.0)	-22.46	1	0.00	61.74
2	4.13	12.32(12.8)	2.46	-22.25	-2.75( 8.0)	-26.69	2	0.00	-43.82
3	1.89	32.44(12.8)	2.10	-40.33	-1.77(17.6)	-39.45	3	0.00	56.08
4	0.60	8.51(10.3)	4.47	-21.97	-0.07(16.0)	-9.80	4	0.00	-53.80
							5	0.00	-29.46

Section 3 - EFFECTIVE FORCES AND PROFILES

Tendon Weight=0.446 psf

SPAN	Eff Force (k)	No. Strands	CGS Dim. (in. from datum)	F/A(ksi)			
				HiL	Lo1	Lo2	HiR
1	221.02	21.58	8.4	3.50	5.25	0.00	1.75
2	221.02	21.58	8.4	1.75	5.75	0.00	1.75
3	221.02	21.58	8.4	1.75	5.75	0.00	1.75
4	221.02	21.58	8.4	1.75	5.25	0.00	3.50

Section 4 - REBAR REQUIREMENTS (in2)

JOINT	ULT(%R= 0.0)		D+L/A(%R= 0.0)		MIN		SPAN	ULT(%R= 0.0)		D+L/A(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT	TOP	BOT
1	0.00	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	0.00	1.72
2	0.00	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	0.57	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	0.00	1.72
4	0.45	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	0.00	1.72
5	0.00	0.00	0.00	0.00	1.72	0.00							

Rebar Weight=1.070 psf

*Rg*  
 2w  
 2/11/28/11

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Sheet No. A-10  
 Issaquah Parking Structure  
 Slab Review  
 Page 2

=====PTData for Windows (V3.000-0285)=====

Section 5 - B E A M S H E A R D E S I G N

Span	L	Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(k)	(in2/ft)	(in)	
Span 1	L=25.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
	Use #3@24.00in o/c max. for Span 1								
Span 2	L=25.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
	Use #3@24.00in o/c max. for Span 2								
Span 3	L=25.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
	Use #3@24.00in o/c max. for Span 3								
Span 4	L=20.50ft								
X Left	Vu	Mu	Vcn	Vcw	Vci	Av	#3@		
(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)		
	Use #3@24.00in o/c max. for Span 4								

Section 6 - C O N C R E T E F L E X U R A L S T R E S S E S A N D D E F L E C T I O N S

-----Stresses (ksi)-----					-----Deflections (in)-----				
Service Loads					Transfer of Prestress				
SPAN	Tension (x)	Compression (x)	Tension (x)	Compression (x)	SPAN	DL + Bal	LL		
					Delta L/Delta	Delta L/Delta	Delta L/Delta		
1 T	0.164 ( 24.75)	-0.508 ( 10.35)	-0.199 ( 0.75)	-0.369 ( 7.95)	1	0.042	7330	0.063	4822
B	-0.006 ( 10.35)	-0.678 ( 24.75)	-0.230 ( 7.95)	-0.401 ( 0.75)	2	-0.022	13889	0.059	5172
2 T	0.044 ( 24.75)	-0.346 ( 12.75)	-0.172 ( 12.75)	-0.460 ( 24.46)	3	-0.012	26123	0.132	2321
B	-0.168 ( 12.75)	-0.558 ( 24.75)	-0.140 ( 24.46)	-0.427 ( 12.75)	4	-0.007	34084	0.028	8865
3 T	0.223 ( 0.75)	-0.601 ( 12.75)	-0.186 ( 12.75)	-0.446 ( 24.46)					
B	0.087 ( 12.75)	-0.737 ( 0.75)	-0.154 ( 24.46)	-0.413 ( 12.75)					
4 T	-0.024 ( 0.75)	-0.350 ( 12.15)	-0.204 ( 8.35)	-0.443 ( 1.04)					
B	-0.164 ( 12.15)	-0.490 ( 0.75)	-0.157 ( 1.04)	-0.396 ( 8.35)					

Section 7 - F A C T O R E D C O L U M N L O A D S

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load	Column Moment		Axial Load	Column Moment	
	(kips)	Top	Bottom	(kips)	Top	Bottom
	(k-ft)	(k-ft)	(k-ft)		(k-ft)	(k-ft)
1	22.52	0.00	61.74	22.52	0.00	61.74
2	47.01	0.00	-12.13	37.18	0.00	-43.82
3	52.95	0.00	27.39	43.62	0.00	56.08
4	49.00	0.00	-36.85	41.89	0.00	-53.80
5	17.70	0.00	-29.46	17.70	0.00	-29.46

*Rw*  
 2/1/4  
*Rf*  
 1/28/11

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 Bellevue, Washington 98004  
 425/827-2238

Sheet No. **A-11**

**LEVEL 5 - GRID L-Q, BTWN 2-3, POINT LOAD**

PTData for Windows (V3.000-0285)  
**POST TENSIONED BEAM DESIGN**  
 02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LVLS-2-4.PTD

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4 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT F'c=465psi BOT 6.0 SQRT f'c=465psi #SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.00 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/.9/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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Section 1 - BEAM INPUT DATA

-----GEOMETRY-----																		
SPAN	TYPE	L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

-----TENDON PROFILE-----						CONC	-----SUPERIMPOSED LOADS-----						
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	SPAN	TYPE	DL (k,ft)	LL (k,ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	25.50
4	3	0.00	0.00	2.05	2.05	10.25	0.896	3	L	0.000	1.270	10.75	14.67
								3	P	0.000	2.000	12.75	0.00
								4	U	0.005	0.040	0.00	20.50

-----COLUMNS-----										BEAM CROSS-SECTION PROPERTIES			
JOINT	-----Bottom-----				-----Top-----				SPAN	A (in2)	yt (in)	St (in3)	Sb (in3)
	H (ft)	C2 (in)	C1 (in)	Far End	H (ft)	C2 (in)	C1 (in)	Far End					
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin					

Section 2 - BEAM AND COLUMN MOMENTS (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	-----DEAD LOAD-----			-----BALANCED LOAD-----			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.32	26.15(12.8)	-50.77	19.78	-18.62(12.8)	38.01	20.33	6.89
2	-46.68	22.29(12.8)	-45.13	43.75	-27.20(12.8)	46.64	12.80	15.68
3	-46.31	23.40(12.8)	-43.29	46.52	-27.09(12.8)	44.09	15.56	13.13
4	-36.52	15.94(12.2)	-17.47	38.97	-18.44(10.3)	18.26	8.46	19.12

SPAN	-----MOST POS LL-----			-----MOST NEG LL-----			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	1.97	12.82(12.8)	1.01	-16.59	-0.03( 8.0)	-22.46	1	0.00	61.73
2	4.12	12.32(12.8)	2.46	-22.25	-2.75( 8.0)	-26.68	2	0.00	-43.81
3	1.89	33.26(12.8)	2.10	-40.27	-1.77(17.6)	-39.41	3	0.00	55.97
4	0.60	8.51(10.3)	4.46	-21.95	-0.07(16.0)	-9.80	4	0.00	-53.74
							5	0.00	-29.46

Section 3 - EFFECTIVE FORCES AND PROFILES

Tendon Weight=0.446 psf

SPAN	Eff Force (k)		No. Strands	CGS Dim. (in. from datum)			F/A(ksi)	
	(k)	(k/ft)		HiL	LoL	HiR	Min	Max
1	221.02	21.58	8.4	3.50	5.25	0.00	1.75	0.257 0.257
2	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257 0.257
3	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257 0.257
4	221.02	21.58	8.4	1.75	5.25	0.00	3.50	0.257 0.257

Section 4 - REBAR REQUIREMENTS (in2)

JOINT	ULT(&R= 0.0)		D+L/4(&R= 0.0)		MIN		ULT(&R= 0.0)		D+L/4(&R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT
1	0.00	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	1.72
2	0.00	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	1.72
3	0.57	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	1.72
4	0.45	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	1.72
5	0.00	0.00	0.00	0.00	1.72	0.00						

Rebar Weight=1.070 psi

*Rw*  
*2/11/11*  
*PR*  
*1/28/11*



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 425/827-2238

Sheet No. A-13

**LEVEL 5, GRID L-Q, RTWN 2-3, UNIFORM LOAD**

PTData for Windows (V3.000-0285)  
 POST TENSIONED BEAM DESIGN

02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LVL5-2-1.PTD

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4 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi %SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/1.9/1.75/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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Section 1 - BEAM INPUT DATA

-----GEOMETRY-----																	
SPAN TYPE	L (ft)	Bbot (in)	H (in)	EL (in)	ER (in)	TriBL (ft)	TriBR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00

-----TENDON PROFILE-----						-----CONC-----						-----SUPERIMPOSED LOADS-----					
SPAN TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	DL (k/ft)	LL (k,ft)	A (ft)	B (ft)	SPAN TYPE	LOAD TYPE	DL (k,ft)	LL (k,ft)	A (ft)	B (ft)	
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50				
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50				
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	25.50				
4	3	0.00	0.00	2.05	2.05	10.25	0.896	4	L	0.000	1.790	8.29	12.21				
								4	U	0.005	0.040	0.00	20.50				

-----COLUMNS-----										-----BEAM CROSS-SECTION PROPERTIES-----			
JOINT	-----Bottom-----				-----Top-----				SPAN	A			Sb (in3)
	H (ft)	C2 (in)	C1 (in)	Far End	H (ft)	C2 (in)	C1 (in)	Far End		(in2)	yt (in)	St (in3)	
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin					

Section 2 - BEAM AND COLUMN MOMENTS (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	-----DEAD LOAD-----			-----BALANCED LOAD-----			-----BEAM SECONDARY-----		
	L	M(x-ft)	R	L	M(x-ft)	R	L	M(x-ft)	R
1	-33.32	26.15(12.8)	-50.77	19.78	-18.62(12.8)	38.01	20.33	6.89	
2	-46.68	22.29(12.8)	-45.13	43.75	-27.20(12.8)	46.64	12.80	15.68	
3	-46.31	23.40(12.8)	-43.29	46.52	-27.09(12.8)	44.09	15.56	13.13	
4	-36.52	15.94(12.2)	-17.47	38.97	-18.44(10.3)	18.26	8.46	19.12	

SPAN	-----MOST POS LL-----			-----MOST NEG LL-----			-----COLUMN MOMENTS (FACTORED)-----		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	1.99	12.68(12.8)	0.50	-16.38	-0.03( 8.0)	-22.51	1	0.00	61.36
2	2.06	12.44(12.8)	2.88	-22.43	-2.66(15.2)	-21.98	2	0.00	-41.02
3	3.57	12.31(12.8)	2.10	-21.91	-2.68( 8.0)	-24.66	3	0.00	30.28
4	0.60	24.66(10.3)	2.25	-30.87	-0.07(16.0)	-22.81	4	0.00	36.43
							5	0.00	-54.39

Section 3 - EFFECTIVE FORCES AND PROFILES

Tendon Weight=0.446 psf

SPAN	Eff Force (k)	No. Strands	CGS Dim. (in. from datum)	F/A(ksi)					
				Lo1	Lo2	HiR			
1	221.02	21.58	8.4	3.50	5.25	0.00	1.75	0.257	0.257
2	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257	0.257
3	221.02	21.58	8.4	1.75	5.75	0.00	1.75	0.257	0.257
4	221.02	21.58	8.4	1.75	5.25	0.00	3.50	0.257	0.257

Section 4 - REBAR REQUIREMENTS (in2)

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT
1	0.00	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	1.72
2	0.00	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	1.72
3	0.00	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	1.72
4	0.00	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	1.72
5	0.00	0.00	0.00	0.00	1.72	0.00						

Rebar Weight=1.070 psf

*Handwritten notes:*  
 RW  
 2/1/14  
 1/28/11

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Sheet No. A-14  
 Issaquah Parking Structure  
 Slab Review  
 Page 2

=====PTData for Windows (V3.000-0285)=====

Section 5 - B E A M S H E A R D E S I G N

Span	L=	Vu	Mu	Vcn	Vcw	Vci	Av	#30	CODE
(ft)	(ft)	(k)	(k-ft)	(k)	(k)	(k)	(in2/ft)	(in)	
Span 1	L=25.50ft								
X Left									
Use #3024.00in o/c max. for Span 1									
Span 2	L=25.50ft								
X Left									
Use #3024.00in o/c max. for Span 2									
Span 3	L=25.50ft								
X Left									
Use #3024.00in o/c max. for Span 3									
Span 4	L=20.50ft								
X Left									
Use #3024.00in o/c max. for Span 4									

Section 6 - C O N C R E T E F L E X U R A L S T R E S S E S A N D D E F L E C T I O N S

-----Stresses (ksi)-----					-----Deflections (in)-----		
SPAN	Service Loads		Transfer of Prestress		SPAN	DL + Bal	
	Tension (x)	Compression (x)	Tension (x)	Compression (x)		Delta L/Delta	LL
1 T	0.165 ( 24.75)	-0.507 ( 10.35)	-0.199 ( 0.75)	-0.369 ( 7.95)	1	0.042	7330
B	-0.007 ( 10.35)	-0.679 ( 24.75)	-0.230 ( 7.95)	-0.401 ( 0.75)	2	-0.022	13889
2 T	0.046 ( 0.75)	-0.347 ( 12.75)	-0.172 ( 12.75)	-0.460 ( 24.46)	3	-0.012	26123
B	-0.167 ( 12.75)	-0.560 ( 0.75)	-0.140 ( 24.46)	-0.427 ( 12.75)	4	-0.007	34084
3 T	0.028 ( 24.75)	-0.360 ( 12.75)	-0.186 ( 12.75)	-0.446 ( 24.46)			
B	-0.154 ( 12.75)	-0.542 ( 24.75)	-0.154 ( 24.46)	-0.413 ( 12.75)			
4 T	0.083 ( 0.75)	-0.520 ( 10.25)	-0.204 ( 8.35)	-0.443 ( 1.04)			
B	0.006 ( 10.25)	-0.597 ( 0.75)	-0.157 ( 1.04)	-0.396 ( 8.35)			

Section 7 - F A C T O R E D C O L U M N L O A D S

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)
1	22.48	0.00	61.36	22.48	0.00	61.36
2	47.06	0.00	-11.89	37.68	0.00	-41.02
3	46.88	0.00	1.59	37.55	0.00	30.28
4	48.85	0.00	8.80	39.23	0.00	36.43
5	23.19	0.00	-54.39	23.19	0.00	-54.39

RW  
 2/1/14  
 Rg  
 1/28/11





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Sheet No. **A-17**

**LEVEL 5, GRID K-Q BTWN 3-4, UNIFORM LOAD**

PTData for Windows (v3.000-0285)  
 POST-TENSIONED BEAM DESIGN

02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LVL5-3-3.PTD

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5 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi %SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/1.9/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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Section 1 - BEAM INPUT DATA

GEOMETRY																		
SPAN	TYPE	L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

TENDON PROFILE					CONC	SUPERIMPOSED LOADS								
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	SPAN	TYPE	LOAD (k,ft)	DL (k,ft)	LL (k,ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	0.00	25.50
4	3	0.00	0.00	2.55	2.55	12.75	0.896	4	U	0.005	0.040	0.00	0.00	25.50
5	3	0.00	0.00	2.05	2.05	10.25	0.896	4	L	0.000	1.790	10.75	14.58	
								5	U	0.005	0.040	0.00	0.00	25.50

COLUMNS										BEAM CROSS-SECTION PROPERTIES					
JOINT	Bottom					Top					SPAN	A (in2)	yt (in)	St (in3)	Sb (in3)
	H (ft)	C2 (in)	C1 (in)	Far (in)	End (ft)	H (ft)	C2 (in)	C1 (in)	Far (in)	End (ft)					
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52		
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52		
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52		
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52		
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	5	860.16	3.50	1003.52	1003.52		
6	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin							

Section 2 - BEAM AND COLUMN MOMENTS (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	DEAD LOAD			BALANCED LOAD			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.31	26.14(12.8)	-50.80	15.39	-14.49(12.8)	29.60	15.82	5.38
2	-46.80	22.37(12.8)	-44.86	34.13	-21.22(12.8)	36.13	10.03	12.04
3	-45.22	22.70(12.8)	-45.77	35.53	-20.65(12.8)	35.88	11.43	11.78
4	-46.46	23.36(12.8)	-43.22	37.14	-21.85(12.8)	31.88	13.04	7.78
5	-36.50	15.95(12.2)	-17.48	19.72	-3.51(4.6)	1.25	-4.70	1.25

SPAN	MOST POS LL			MOST NEG LL			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	2.00	12.68(12.8)	0.51	-16.38	-0.04(8.0)	-22.53	1	0.00	65.96
2	2.09	12.51(12.8)	3.14	-22.54	-2.68(15.2)	-22.03	2	0.00	-39.61
3	4.62	12.46(12.8)	2.41	-22.14	-2.69(8.0)	-26.83	3	0.00	-30.20
4	1.87	32.04(12.8)	2.12	-40.02	-1.77(17.6)	-38.97	4	0.00	53.30
5	0.61	8.51(10.3)	4.41	-21.82	-0.07(16.0)	-9.81	5	0.00	-45.55
							6	0.00	-47.53

Section 3 - EFFECTIVE FORCES AND PROFILES

Tendon Weight=0.292 psf

SPAN	Eff Force		No. Strands	CGS Dim. (in. from datum)				F/A(ksi)	
	(k)	(k/ft)		HiL	LoL	Lo2	HiR	Min	Max
1	172.05	16.80	6.5	3.50	5.25	0.00	1.75	0.200	0.200
2	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
3	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
4	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
5	0.00	0.00	0.0	1.75	3.50	0.00	3.50	0.000	0.200

*Handwritten notes:*  
 2/14  
 1/28/11

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 Issaquah Parking Structure  
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 Page 2

=====PTData for Windows (V3.000-0285)=====

**Section 4 - R E B A R R E Q U I R E M E N T S (in2)**

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		SPAN	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT	TOP	BOT
1	0.13	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	0.00	1.72
2	0.82	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	0.22	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	0.00	1.72
4	1.52	0.00	0.00	0.00	1.72	0.00	4	0.00	0.30	0.00	0.00	0.00	1.72
5	1.51	0.00	0.00	0.00	1.72	0.00	5	0.00	1.20	0.00	0.00	0.00	1.72
6	1.52	0.00	0.00	0.00	1.72	0.00	Rebar Weight=1.071 psf						

**Section 5 - B E A M S H E A R D E S I G N**

Span 1 L=25.50ft		Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
X Left (ft)	Vu (k)								
Use #3@24.00in o/c max. for Span 1									
Span 2 L=25.50ft		Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
X Left (ft)	Vu (k)								
Use #3@24.00in o/c max. for Span 2									
Span 3 L=25.50ft		Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
X Left (ft)	Vu (k)								
Use #3@24.00in o/c max. for Span 3									
Span 4 L=25.50ft		Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
X Left (ft)	Vu (k)								
Use #3@24.00in o/c max. for Span 4									
Span 5 L=20.50ft		Vu	Mu	Vcn	Vcw	Vci	Av	#3@	CODE
X Left (ft)	Vu (k)								
Use #3@24.00in o/c max. for Span 5									

**Section 6 - C O N C R E T E F L E X U R A L S T R E S S E S A N D D E F L E C T I O N S**

SPAN	Stresses (ksi)				Deflections (in)				
	Service Loads		Transfer of Prestress		DL + Bal		LL		
	Tension (x)	Compression (x)	Tension (x)	Compression (x)	Delta	L/Delta	Delta	L/Delta	
1 T	0.323 ( 24.75)	-0.492 ( 10.35)	-0.071 ( 0.75)	-0.346 ( 10.35)	1	0.058	5303	0.062	4917
B	0.092 ( 10.35)	-0.723 ( 24.75)	-0.121 ( 10.35)	-0.395 ( 0.75)	2	-0.003	89622	0.061	5035
2 T	0.221 ( 0.75)	-0.363 ( 12.75)	-0.180 ( 0.75)	-0.283 ( 22.35)	3	0.009	32442	0.060	5068
B	-0.037 ( 12.75)	-0.621 ( 0.75)	-0.183 ( 22.35)	-0.286 ( 0.75)	4	0.005	61765	0.130	2350
3 T	0.239 ( 24.75)	-0.374 ( 12.75)	-0.202 ( 12.75)	-0.276 ( 3.15)	5	0.039	6257	0.028	8895
B	-0.026 ( 12.75)	-0.639 ( 24.75)	-0.191 ( 3.15)	-0.265 ( 12.75)					
4 T	0.402 ( 24.75)	-0.601 ( 12.75)	-0.189 ( 24.75)	-0.281 ( 3.15)					
B	0.201 ( 12.75)	-0.802 ( 24.75)	-0.186 ( 3.15)	-0.277 ( 24.75)					
5 T	0.311 ( 19.75)	-0.270 ( 12.15)	0.180 ( 19.75)	-0.199 ( 2.65)					
B	0.270 ( 12.15)	-0.662 ( 0.75)	0.165 ( 12.15)	-0.371 ( 0.75)					

**Section 7 - F A C T O R E D C O L U M N L O A D S**

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)
1	22.35	0.00	65.96	22.35	0.00	65.96
2	47.27	0.00	-10.29	37.86	0.00	-39.61
3	46.58	0.00	1.35	36.75	0.00	-30.20
4	53.02	0.00	24.39	43.65	0.00	53.30
5	48.95	0.00	-28.60	41.83	0.00	-45.55
6	17.45	0.00	-47.53	17.45	0.00	-47.53

RF  
 2/11/11 1/28/11

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Sheet No. **A-19**

**LEVEL 5, GRID K-Q BTWN 3-4 POINT LOAD**

PTData for Windows (V3.000-0285)  
POST TENSIONED BEAM DESIGN  
02-09-2010

PROJECT: Issaquah Parking Structure  
MEMBER ID: Slab Review  
STORAGE ID: C:\PTPLUS32\PTRUNS\LVL5-3-4.PTD

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5 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi SUP.DL@TRANSFER=0.0  
TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
BOTTOM 1.00 in BOTTOM 1.50 in  
MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
LOAD FACTORS 1.2/1.6/1.7/1.3/1.9/1.75/1.2/1.6 fse=173.0ksi Col Te/Ig=0.10 No Top Columns @ Stressing

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Section 1 - BEAM INPUT DATA

SPAN	TYPE	GEOMETRY															
		L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SPAN	TYPE	TENDON PROFILE					CONC DL (k/ft)	SUPERIMPOSED LOADS					
		cL (in)	cR (in)	A (ft)	B (ft)	C (ft)		SPAN TYPE	DL (k, ft)	LL (k, ft)	A (ft)	B (ft)	
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	25.50
4	3	0.00	0.00	2.55	2.55	12.75	0.896	4	U	0.005	0.040	0.00	25.50
5	3	0.00	0.00	2.05	2.05	10.25	0.896	4	L	0.000	1.270	10.75	14.58
								4	P	0.000	2.020	12.75	0.00
								5	U	0.005	0.040	0.00	25.50

JOINT	COLUMNS								BEAM CROSS-SECTION PROPERTIES				
	Bottom				Top								
	H (ft)	C2 (in)	C1 (in)	Far End (in)	H (ft)	C2 (in)	C1 (in)	Far End (in)	SPAN	A (in <sup>2</sup> )	yt (in)	St (in <sup>3</sup> )	Sb (in <sup>3</sup> )
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	5	860.16	3.50	1003.52	1003.52
6	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin					

Section 2 - BEAM AND COLUMN MOMENTS (k-ft)

Column Moments are Factored, All Other Moments are Unfactored

SPAN	DEAD LOAD			BALANCED LOAD			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.31	26.14(12.8)	-50.80	15.39	-14.49(12.8)	29.60	15.82	5.38
2	-46.80	22.37(12.8)	-44.86	34.13	-21.22(12.8)	36.13	10.03	12.04
3	-45.22	22.70(12.8)	-45.77	35.53	-20.65(12.8)	35.88	11.43	11.78
4	-46.46	23.36(12.8)	-43.22	37.14	-21.85(12.8)	31.88	13.04	7.78
5	-36.50	15.95(12.2)	-17.48	19.72	-3.51( 4.6)	1.25	-4.70	1.25

SPAN	MOST POS LL			MOST NEG LL			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	2.00	12.68(12.8)	0.51	-16.38	-0.04( 8.0)	-22.53	1	0.00	65.96
2	2.09	12.51(12.8)	3.14	-22.54	-2.68(15.2)	-22.03	2	0.00	-39.61
3	4.63	12.46(12.8)	2.41	-22.14	-2.69( 8.0)	-26.85	3	0.00	-30.21
4	1.87	33.04(12.8)	2.12	-40.12	-1.77(17.6)	-39.12	4	0.00	53.42
5	0.61	8.51(10.3)	4.43	-21.87	-0.07(16.0)	-9.81	5	0.00	-45.74
							6	0.00	-47.53

Section 3 - EFFECTIVE FORCES AND PROFILES

Tendon Weight=0.292 psf

SPAN	Eff Force (k)	No. Strands	CGS Dim. (in. from datum)	F/A (ksi)					
				HiL	LoL	HiR	Min Max		
1	172.05	16.80	6.5	3.50	5.25	0.00	1.75	0.200	0.200
2	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
3	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
4	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
5	0.00	0.00	0.0	1.75	3.50	0.00	3.50	0.000	0.200

RW  
2/1/14  
R8  
1/28/11

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Sheet No. A-20  
 Issaquah Parking Structure  
 Slab Review  
 Page 2

=====PTData for Windows (V3.000-0285)=====

**Section 4 - REBAR REQUIREMENTS (in2)**

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		SPAN	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT	TOP	BOT
1	0.13	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	0.00	1.72
2	0.82	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	0.22	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	0.00	1.72
4	1.53	0.00	0.00	0.00	1.72	0.00	4	0.00	0.37	0.00	0.00	0.00	1.72
5	1.52	0.00	0.00	0.00	1.72	0.00	5	0.00	1.20	0.00	0.00	0.00	1.72
6	1.52	0.00	0.00	0.00	1.72	0.00	Rebar Weight=1.071 psf						

**Section 5 - BEAM SHEAR DESIGN**

Span 1 L=25.50ft		Span 2 L=25.50ft		Span 3 L=25.50ft		Span 4 L=25.50ft		Span 5 L=20.50ft	
X Left (ft)	Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#3@ (in)	CODE	
Use #3@24.00in o/c max. for Span 1									
Use #3@24.00in o/c max. for Span 2									
Use #3@24.00in o/c max. for Span 3									
Use #3@24.00in o/c max. for Span 4									
Use #3@24.00in o/c max. for Span 5									

**Section 6 - CONCRETE FLEXURAL STRESSES AND DEFLECTIONS**

Stresses (ksi)						Deflections (in)					
SPAN	Service Loads			Transfer of Prestress			DL + Bal LL				
	Tension (x)	Compression (x)		Tension (x)	Compression (x)		Delta L/Delta	Delta L/Delta	Delta L/Delta	Delta L/Delta	
1 T	0.323 ( 24.75)	-0.492 ( 10.35)		-0.071 ( 0.75)	-0.346 ( 10.35)		1	0.058	5303	0.062	4917
1 B	0.092 ( 10.35)	-0.723 ( 24.75)		-0.121 ( 10.35)	-0.395 ( 0.75)		2	-0.003	89622	0.061	5035
2 T	0.221 ( 0.75)	-0.363 ( 12.75)		-0.180 ( 0.75)	-0.283 ( 22.35)		3	0.009	32442	0.060	5068
2 B	-0.037 ( 12.75)	-0.621 ( 0.75)		-0.183 ( 22.35)	-0.286 ( 0.75)		4	0.005	61765	0.132	2324
3 T	0.239 ( 24.75)	-0.374 ( 12.75)		-0.202 ( 12.75)	-0.276 ( 3.15)		5	0.039	6257	0.028	8895
3 B	-0.026 ( 12.75)	-0.639 ( 24.75)		-0.191 ( 3.15)	-0.265 ( 12.75)						
4 T	0.403 ( 24.75)	-0.613 ( 12.75)		-0.189 ( 24.75)	-0.281 ( 3.15)						
4 B	0.213 ( 12.75)	-0.803 ( 24.75)		-0.186 ( 3.15)	-0.277 ( 24.75)						
5 T	0.311 ( 19.75)	-0.270 ( 12.15)		0.180 ( 19.75)	-0.199 ( 2.65)						
5 B	0.270 ( 12.15)	-0.662 ( 0.75)		0.165 ( 12.15)	-0.371 ( 0.75)						

**Section 7 - FACTORED COLUMN LOADS**

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)
	1	22.35	0.00	65.96	22.35	0.00
2	47.27	0.00	-10.29	37.86	0.00	-39.61
3	46.58	0.00	1.35	36.75	0.00	-30.21
4	53.03	0.00	24.50	43.66	0.00	53.42
5	48.99	0.00	-28.80	41.87	0.00	-45.74
6	17.45	0.00	-47.53	17.45	0.00	-47.53

*RW*  
2/1/14

*RS*  
1/28/11

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Sheet No. **A-21**

**LEVEL 5, GRID K-Q BTWN 3-4, UNIFORM LOAD**

PTData for Windows (V3.000-0285)  
**POST TENSIONED BEAM DESIGN**  
 02-09-2010

PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LVL5-3-1.PTD

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5 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SORT F'c=465psi BOT 6.0 SORT F'c=465psi %SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/1.9/1.2/1.6 fse=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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**Section 1 - BEAM INPUT DATA**

-----GEOMETRY-----																	
SPAN	TYPE	L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00

-----TENDON PROFILE-----						CONC	-----SUPERIMPOSED LOADS-----						
SPAN	TYPE	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)	DL (k/ft)	SPAN	LOAD TYPE	DL (k,ft)	LL (k,ft)	A (ft)	B (ft)
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	25.50
4	3	0.00	0.00	2.55	2.55	12.75	0.896	4	U	0.005	0.040	0.00	25.50
5	3	0.00	0.00	2.05	2.05	10.25	0.896	5	U	0.005	0.040	0.00	25.50
								5	L	0.000	1.670	8.29	12.12

-----COLUMNS-----										BEAM CROSS-SECTION PROPERTIES				
-----Bottom-----					-----Top-----					SPAN	A (in <sup>2</sup> )	yt (in)	St (in <sup>3</sup> )	Sb (in <sup>3</sup> )
H (ft)	C2 (in)	C1 (in)	Far End	H (ft)	C2 (in)	C1 (in)	Far End							
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52	
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52	
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52	
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52	
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	5	860.16	3.50	1003.52	1003.52	
6	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin						

**Section 2 - BEAM AND COLUMN MOMENTS (k-ft)**

Column Moments are Factored, All Other Moments are Unfactored

SPAN	-----DEAD LOAD-----			-----BALANCED LOAD-----			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.31	26.14(12.8)	-50.80	19.15	-17.62(12.8)	33.68	19.71	9.58
2	-46.80	22.37(12.8)	-44.86	35.08	-20.96(12.8)	35.72	10.98	11.62
3	-45.22	22.70(12.8)	-45.77	35.43	-20.68(12.8)	35.92	11.33	11.82
4	-46.46	23.36(12.8)	-43.22	37.15	-21.84(12.8)	31.88	13.06	7.78
5	-36.50	15.95(12.2)	-17.48	19.71	-3.51(4.6)	1.25	-4.71	1.25

SPAN	-----MOST POS LL-----			-----MOST NEG LL-----			COLUMN MOMENTS (FACTORED)	
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP BOT
1	1.98	12.68(12.8)	0.51	-16.38	-0.03(8.0)	-22.48	1	0.00 62.08
2	2.10	12.37(12.8)	2.63	-22.32	-2.70(15.2)	-22.07	2	0.00 -36.42
3	2.59	12.57(12.8)	2.79	-22.31	-2.64(15.2)	-22.20	3	0.00 29.92
4	3.42	12.30(12.8)	2.12	-21.97	-2.72(8.0)	-24.33	4	0.00 -30.49
5	0.61	23.29(10.3)	2.25	-29.64	-0.07(16.0)	-21.63	5	0.00 42.28
							6	0.00 -70.18

**Section 3 - EFFECTIVE FORCES AND PROFILES**

Tendon Weight=0.292 psf

SPAN	Eff Force		No. Strands	CGS Dim. (in. from datum)		F/A(ksi)	
	(k)	(k/ft)		HiL	LoL	Min	Max
1	172.05	16.80	6.5	3.50	5.75	0.00	1.75
2	172.05	16.80	6.5	1.75	5.75	0.00	1.75
3	172.05	16.80	6.5	1.75	5.75	0.00	1.75
4	172.05	16.80	6.5	1.75	5.75	0.00	1.75
5	0.00	0.00	0.0	1.75	3.50	0.00	3.50

MOMENTS FOR REINF CHECK

Rev 2/11

RS 1/28/11

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 Page 2

=====PTData for Windows (V3.000-0285)=====

**Section 4 - REBAR REQUIREMENTS (in2)**

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		SPAN	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT	TOP	BOT
1	0.00	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	0.00	1.72
2	0.63	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	0.24	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	0.00	1.72
4	0.24	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	0.00	1.72
5	0.98	0.00	0.00	0.00	1.72	0.00	5	0.00	2.14	0.00	0.00	0.00	1.72
6	2.35	0.00	0.00	0.00	1.72	0.00	Rebar Weight=1.103 psf						

**Section 5 - BEAM SHEAR DESIGN**

Span 1 L=25.50ft		Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#3@ (in)	CODE
X Left (ft)	Vu								
	Use #3@24.00in o/c max. for Span 1								
Span 2 L=25.50ft		Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#3@ (in)	CODE
X Left (ft)	Vu								
	Use #3@24.00in o/c max. for Span 2								
Span 3 L=25.50ft		Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#3@ (in)	CODE
X Left (ft)	Vu								
	Use #3@24.00in o/c max. for Span 3								
Span 4 L=25.50ft		Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#3@ (in)	CODE
X Left (ft)	Vu								
	Use #3@24.00in o/c max. for Span 4								
Span 5 L=20.50ft		Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#3@ (in)	CODE
X Left (ft)	Vu								
	Use #3@24.00in o/c max. for Span 5								

**Section 6 - CONCRETE FLEXURAL STRESSES AND DEFLECTIONS**

SPAN	Stresses (ksi)						Deflections (in)			
	Service Loads			Transfer of Prestress			DL + Bal LL			
	Tension (x)	Compression (x)		Tension (x)	Compression (x)		Delta L/Delta	Delta L/Delta	Delta L/Delta	
1 T	0.274 ( 24.75)	-0.458 ( 10.35)		-0.124 ( 0.75)	-0.307 ( 7.95)		0.044	6932	0.062	4917
1 B	0.058 ( 10.35)	-0.674 ( 24.75)		-0.159 ( 7.95)	-0.343 ( 0.75)		0.004	71491	0.060	5136
2 T	0.207 ( 0.75)	-0.365 ( 12.75)		-0.193 ( 0.75)	-0.280 ( 22.35)		0.009	33301	0.061	4993
2 B	-0.035 ( 12.75)	-0.607 ( 0.75)		-0.187 ( 22.35)	-0.273 ( 0.75)		0.005	61397	0.059	5183
3 T	0.184 ( 0.75)	-0.374 ( 12.75)		-0.202 ( 12.75)	-0.275 ( 22.35)		0.058	4217	0.096	2571
3 B	-0.026 ( 12.75)	-0.584 ( 0.75)		-0.192 ( 22.35)	-0.265 ( 12.75)					
4 T	0.227 ( 24.75)	-0.365 ( 12.75)		-0.189 ( 24.75)	-0.281 ( 3.15)					
4 B	-0.035 ( 12.75)	-0.627 ( 24.75)		-0.186 ( 3.15)	-0.278 ( 24.75)					
5 T	0.453 ( 19.75)	-0.446 ( 10.25)		0.180 ( 19.75)	-0.199 ( 2.65)					
5 B	0.446 ( 10.25)	-0.755 ( 0.75)		0.165 ( 12.15)	-0.371 ( 0.75)					

**Section 7 - FACTORED COLUMN LOADS**

JOINT	Maximum Axial Load				Maximum Moment			
	Top		Bottom		Top		Bottom	
	(kips)	(k-ft)	(k-ft)	(kips)	(k-ft)	(k-ft)	(kips)	(k-ft)
1	22.34	0.00	62.08	22.34	0.00	62.08		
2	47.28	0.00	-7.37	37.92	0.00	-36.42		
3	46.56	0.00	1.22	37.24	0.00	29.92		
4	47.07	0.00	-0.87	37.58	0.00	-30.49		
5	48.45	0.00	14.63	38.83	0.00	42.28		
6	22.43	0.00	-70.18	22.43	0.00	-70.18		

RW  
2/1/11  
RS  
1/28/11

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Sheet No. **A-23**

**LEVEL 5, GRID E-Q PWDN 3-4, POINT LOADS**

-----PTData for Windows (V3.000-0285)-----  
**POST TENSIONED BEAM DESIGN**  
 02-09-2010  
 PROJECT: Issaquah Parking Structure  
 MEMBER ID: Slab Review  
 STORAGE ID: C:\PTPLUS32\PTRUNS\LVLS-3-2.PTD

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5 SPANS 0 CANTILEVERS SKIP LL DL FACTOR=1.2 LL FACTOR=1.6 CONCRETE: BEAM 6000psi 150pcf E=4696ksi  
 0 END SPANS LEFT 0 END SPANS RIGHT 125psi MINIMUM F/A COLUMN 6000psi 150pcf E=4696ksi  
 ALLOWABLE TENSILE STRESSES TOP 6.0 SQRT f'c=465psi BOT 6.0 SQRT f'c=465psi %SUP.DL@TRANSFER=0.0  
 TENDON COVER: INTERIOR SPANS TOP 1.50 in EXTERIOR SPANS TOP 1.50 in UNBONDED, LOW RELAXATION  
 BOTTOM 1.00 in BOTTOM 1.50 in  
 MIN REBAR REQUIREMENTS: 0.004A @ TOP & BOT REBAR YIELD=60.00ksi  
 TENDON DIAM=0.50in MAX LONG BAR SIZE=#4 STIRRUP SIZE=#3 REBAR COVER: 1.50in TOP 1.00in BOT  
 LOAD FACTORS 1.2/1.6/1.7/1.3/.9/.75/1.2/1.6 E=173.0ksi Col Ie/Ig=0.10 No Top Columns @ Stressing

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**Section 1 - BEAM INPUT DATA**

SPAN TYPE	GEOMETRY																
	L (ft)	Bbot (in)	H (in)	tL (in)	tR (in)	TribL (ft)	TribR (ft)	FL (ft)	FR (ft)	Btop (in)	Bweb (in)	Y1 (in)	Y2 (in)	Y3 (in)	Y4 (in)	Yref (in)	
1	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4	6	25.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6	20.50	0.00	7.00	0.00	0.00	5.12	5.12	5.12	5.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00

SPAN TYPE	TENDON PROFILE					CONC DL (k/ft)	SUPERIMPOSED LOADS						
	cL (in)	cR (in)	A (ft)	B (ft)	C (ft)		LOAD TYPE	DL (k,ft)	LL (k,ft)	A (ft)	B (ft)		
1	3	0.00	0.00	2.55	2.55	12.75	0.896	1	U	0.005	0.040	0.00	25.50
2	3	0.00	0.00	2.55	2.55	12.75	0.896	2	U	0.005	0.040	0.00	25.50
3	3	0.00	0.00	2.55	2.55	12.75	0.896	3	U	0.005	0.040	0.00	25.50
4	3	0.00	0.00	2.55	2.55	12.75	0.896	4	U	0.005	0.040	0.00	25.50
5	3	0.00	0.00	2.05	2.05	10.25	0.896	5	U	0.005	0.040	0.00	25.50
								5	L	0.000	1.270	8.29	12.12
								5	P	0.000	2.020	10.25	0.00

JOINT	COLUMNS								SPAN	BEAM CROSS-SECTION PROPERTIES			
	Bottom				Top					A (in2)	yt (in)	St (in3)	Sb (in3)
	H (ft)	C2 (in)	C1 (in)	Far End (in)	H (ft)	C2 (in)	C1 (in)	Far End (in)					
1	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	1	860.16	3.50	1003.52	1003.52
2	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	2	860.16	3.50	1003.52	1003.52
3	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	3	860.16	3.50	1003.52	1003.52
4	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	4	860.16	3.50	1003.52	1003.52
5	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin	5	860.16	3.50	1003.52	1003.52
6	10.00	124.00	18.00	Pin	0.00	0.00	0.00	Pin					

**Section 2 - BEAM AND COLUMN MOMENTS (k-ft)**

Column Moments are Factored, All Other Moments are Unfactored

SPAN	DEAD LOAD			BALANCED LOAD			BEAM SECONDARY	
	L	M(x-ft)	R	L	M(x-ft)	R	L	R
1	-33.31	26.14(12.8)	-50.80	19.15	-17.62(12.8)	33.68	19.71	9.58
2	-46.80	22.37(12.8)	-44.86	35.08	-20.96(12.8)	35.72	10.98	11.62
3	-45.22	22.70(12.8)	-45.77	35.43	-20.69(12.8)	35.92	11.33	11.82
4	-46.46	23.36(12.8)	-43.22	37.15	-21.84(12.8)	31.88	13.06	7.78
5	-36.50	15.95(12.2)	-17.48	19.71	-3.51(4.6)	1.25	-4.71	1.25

SPAN	MOST POS LL			MOST NEG LL			COLUMN MOMENTS (FACTORED)		
	L	M(x-ft)	R	L	M(x-ft)	R	JOINT	TOP	BOT
1	1.98	12.68(12.8)	0.51	-16.38	-0.03(8.0)	-22.48	1	0.00	62.08
2	2.11	12.37(12.8)	2.63	-22.32	-2.70(15.2)	-22.08	2	0.00	-36.42
3	2.59	12.58(12.8)	2.82	-22.32	-2.64(15.2)	-22.20	3	0.00	29.94
4	3.54	12.30(12.8)	2.12	-21.97	-2.72(8.0)	-24.61	4	0.00	-30.66
5	0.51	25.33(10.3)	2.25	-30.70	-0.07(16.0)	-22.60	5	0.00	43.80
							6	0.00	-72.02

**Section 3 - EFFECTIVE FORCES AND PROFILES**

Tendon Weight=0.292 psf

SPAN	Eff Force		No. Strands	CGS Dim. (in. from datum)				F/A(ksi)	
	(k)	(k/ft)		HiL	LoL	HiR	Min	Max	
1	172.05	16.80	6.5	3.50	5.75	0.00	1.75	0.200	0.200
2	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
3	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
4	172.05	16.80	6.5	1.75	5.75	0.00	1.75	0.200	0.200
5	0.00	0.00	0.0	1.75	3.50	0.00	3.50	0.000	0.200

MOMENTS FOR REINF CHECK

RW 2/1/11  
 1/28/11

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Sheet No. A-24  
 Issaquah Parking Structure  
 Slab Review  
 Page 2

=====PTData for Windows (V3.000-0285)=====

**Section 4 - REBAR REQUIREMENTS (in2)**

JOINT	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN		SPAN	ULT(%R= 0.0)		D+L/4(%R= 0.0)		MIN	
	TOP	BOT	TOP	BOT	TOP	BOT		TOP	BOT	TOP	BOT	TOP	BOT
1	0.00	0.00	0.00	0.00	1.72	0.00	1	0.00	0.00	0.00	0.00	0.00	1.72
2	0.63	0.00	0.00	0.00	1.72	0.00	2	0.00	0.00	0.00	0.00	0.00	1.72
3	0.24	0.00	0.00	0.00	1.72	0.00	3	0.00	0.00	0.00	0.00	0.00	1.72
4	0.24	0.00	0.00	0.00	1.72	0.00	4	0.00	0.00	0.00	0.00	0.00	1.72
5	1.05	0.00	0.00	0.00	1.72	0.00	5	0.00	2.27	0.00	0.00	0.00	1.72
6	2.42	0.00	0.00	0.00	1.72	0.00	Rebar Weight=1.111 psf						

**Section 5 - BEAM SHEAR DESIGN**

Span 1 L=25.50ft		Span 2 L=25.50ft		Span 3 L=25.50ft		Span 4 L=25.50ft		Span 5 L=20.50ft	
X Left (ft)	Vu (k)	Mu (k-ft)	Vcn (k)	Vcw (k)	Vci (k)	Av (in2/ft)	#3@ (in)	CODE	
									Use #3@24.00in o/c max. for Span 1
									Use #3@24.00in o/c max. for Span 2
									Use #3@24.00in o/c max. for Span 3
									Use #3@24.00in o/c max. for Span 4
									Use #3@24.00in o/c max. for Span 5

**Section 6 - CONCRETE FLEXURAL STRESSES AND DEFLECTIONS**

SPAN	Stresses (ksi)				Deflections (in)				
	Service Loads		Transfer of Prestress		DL + Bal		LL		
	Tension (x)	Compression (x)	Tension (x)	Compression (x)	Delta L/Delta	Delta L/Delta	Delta L/Delta	Delta L/Delta	
1 T	0.274 ( 24.75)	-0.458 ( 10.35)	-0.124 ( 0.75)	-0.307 ( 7.95)	1	0.044	6932	0.062	4917
1 B	0.058 ( 10.35)	-0.674 ( 24.75)	-0.159 ( 7.95)	-0.343 ( 0.75)	2	0.004	71491	0.060	5136
2 T	0.207 ( 0.75)	-0.365 ( 12.75)	-0.193 ( 0.75)	-0.280 ( 22.35)	3	0.009	33301	0.061	4987
2 B	-0.035 ( 12.75)	-0.607 ( 0.75)	-0.187 ( 22.35)	-0.273 ( 0.75)	4	0.005	61397	0.059	5183
3 T	0.184 ( 0.75)	-0.375 ( 12.75)	-0.202 ( 12.75)	-0.275 ( 22.35)	5	0.060	4089	0.105	2350
3 B	-0.025 ( 12.75)	-0.584 ( 0.75)	-0.192 ( 22.35)	-0.265 ( 12.75)					
4 T	0.230 ( 24.75)	-0.365 ( 12.75)	-0.189 ( 24.75)	-0.281 ( 3.15)					
4 B	-0.035 ( 12.75)	-0.630 ( 24.75)	-0.186 ( 3.15)	-0.278 ( 24.75)					
5 T	0.464 ( 19.75)	-0.471 ( 10.25)	0.180 ( 19.75)	-0.199 ( 2.65)					
5 B	0.471 ( 10.25)	-0.768 ( 0.75)	0.165 ( 12.15)	-0.371 ( 0.75)					

**Section 7 - FACTORED COLUMN LOADS**

JOINT	Maximum Axial Load			Maximum Moment		
	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)	Axial Load (kips)	Column Top (k-ft)	Column Bottom (k-ft)
	1	22.34	0.00	62.08	22.34	0.00
2	47.28	0.00	-7.37	37.92	0.00	-36.42
3	46.56	0.00	1.24	37.24	0.00	29.94
4	47.07	0.00	-0.87	37.55	0.00	-30.66
5	48.87	0.00	16.15	39.25	0.00	43.80
6	22.81	0.00	-72.02	22.81	0.00	-72.02

*Handwritten notes:*  
 LW  
 2/11/11  
 RF  
 1/28/11

# Approval Item

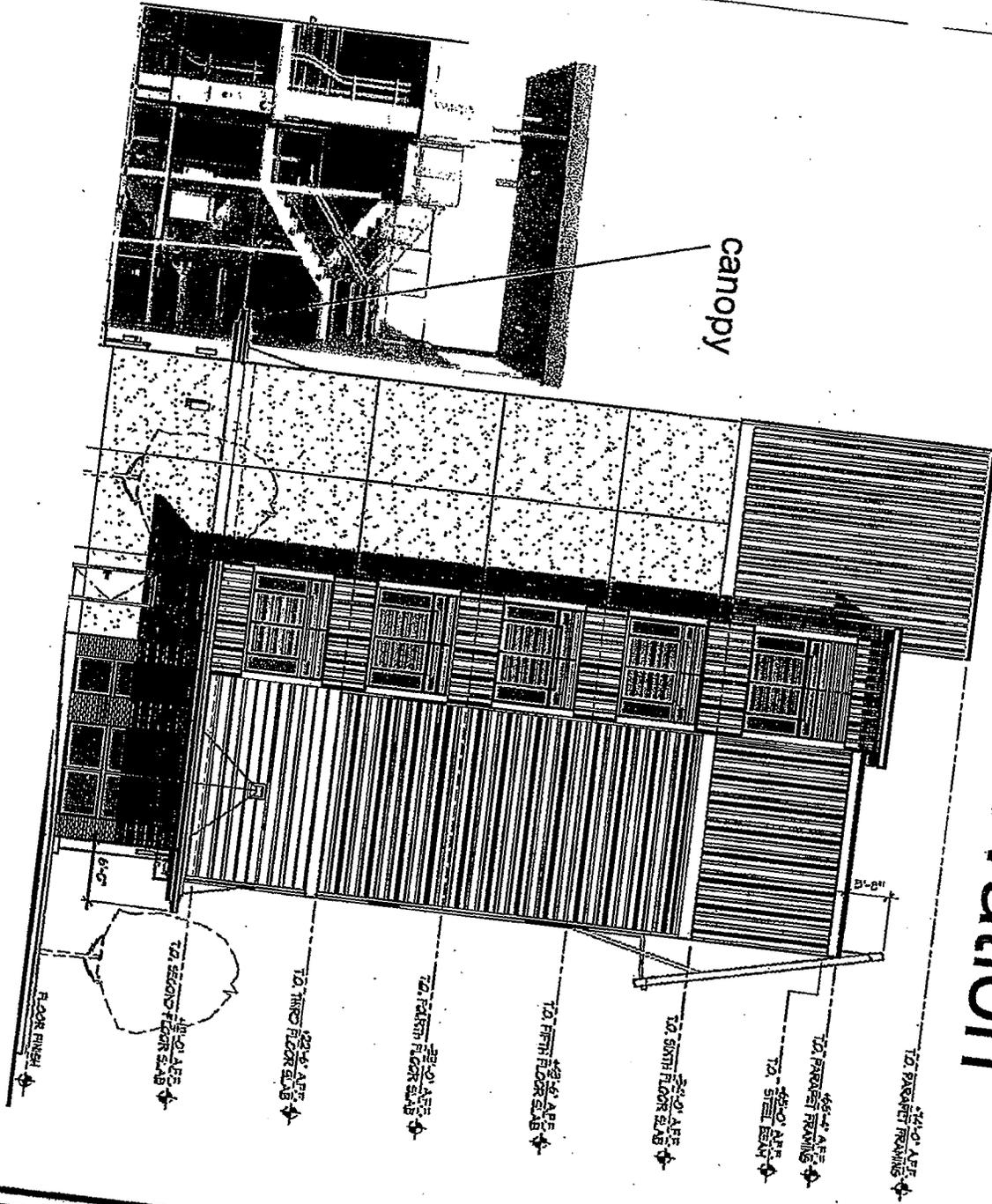
- Item 2.
- A. The setback easement executed between King County and Starpoint Shops, LLC on May 15, 2008 and recorded as document 20080515001192 allows for the installation of a canopy. The self storage building will have a canopy over the north entry as shown on the architectural drawing. The canopy will be attached to mounts embedded in the tilt panel and attached with bolts. Per the easement requirements, the canopy can be easily removed. In addition, Randy Witt has specified that water runoff from the canopy must be captured and connected to a drain line. Details 6 and 18 on S6.2 show the connection detail.

RW  
2/1/11  
RF  
1/28/11



1/82/1  
82  
1/12  
02

13476



# West Elevation

SCHEME:

## ISSAQUAH HIGHLANDS SELF-STORAGE

ISSAQUAH HIGHLANDS - NEW CONSTRUCTION  
NE HIGH STREET & 3TH AVENUE NE  
ISSAQUAH, WASHINGTON, 98027

JOB NUMBER:

SCALE: AS NOTED FOR 11x17 PRINT SIZE

## Magellan ARCHITECTS

8333 153rd Avenue Northeast, Suite 200  
Redmond, Washington 98052  
Tel (425) 835-4330 Fax (425) 885-4330  
www.magellanarchitects.com

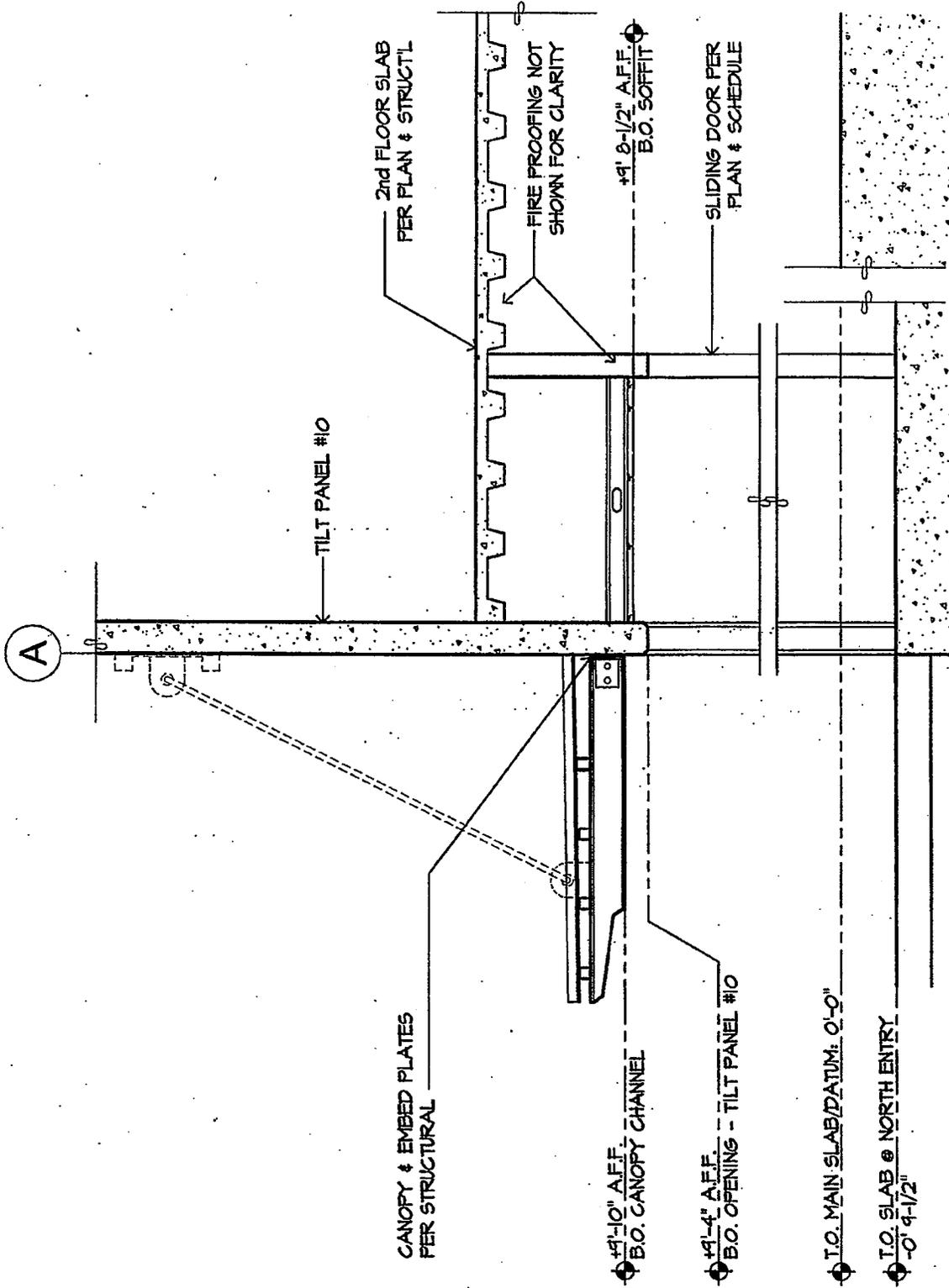
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 8383 158th Avenue NE, Suite 280  
 Redmond, Washington 98022  
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JOB NUMBER: 09-027  
 SCALE: AS NOTED  
 DATE: 08-XX-10

ISSAQUAH HIGHLANDS SELF STORAGE  
 910 NE HIGH STREET  
 ISSAQUAH, WASHINGTON 98029

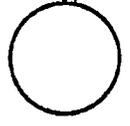
**SKA**  
 001



**PARTIAL SECTION @ NORTH ENTRY**

09-027\_A42

1/2" = 1'-0"



*Handwritten notes:*  
 RW  
 2/11/11  
 1/28/11  
 R8



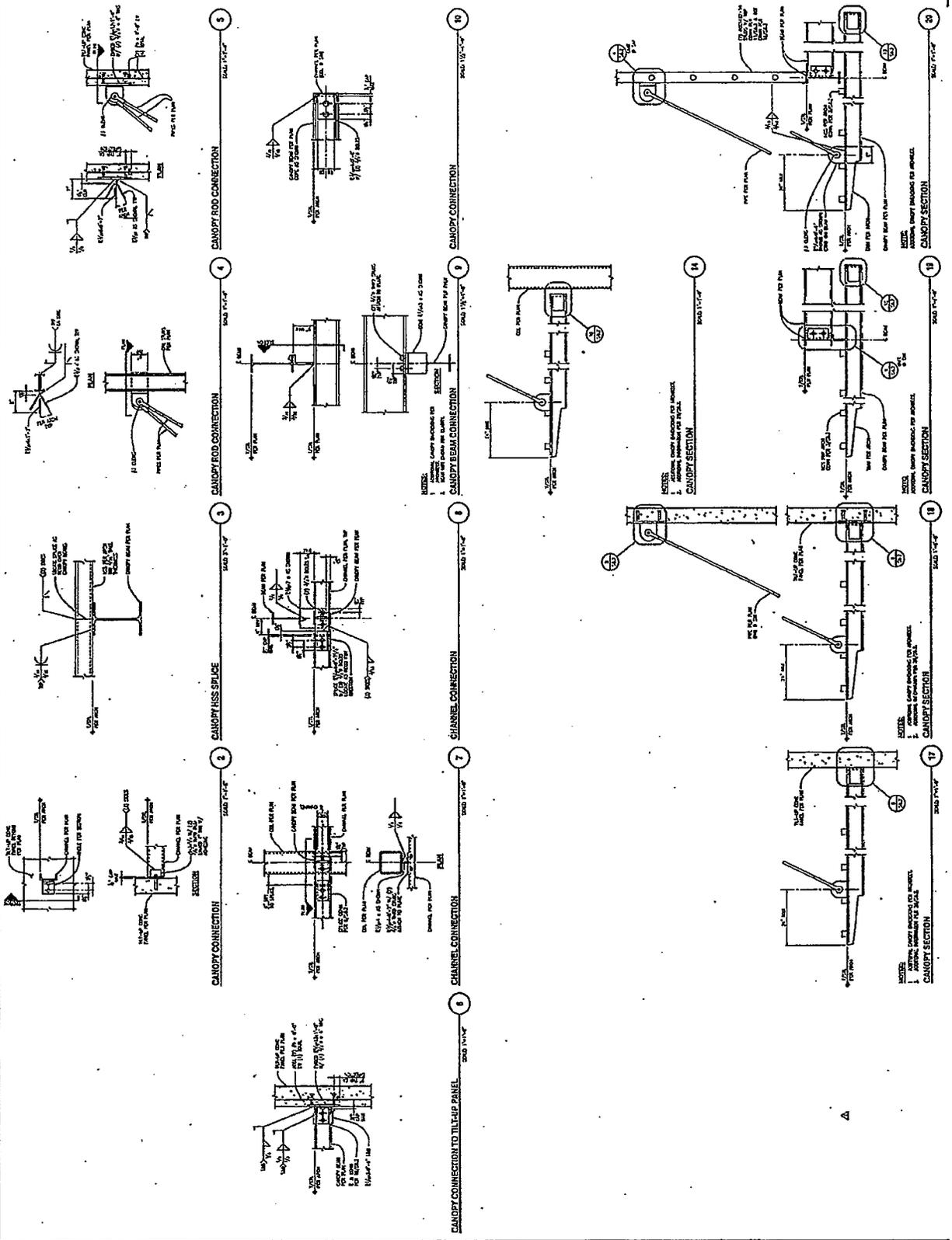
CONSTRUCTION SPECIFICATIONS  
FOR  
8 STORY COMMERCIAL BUILDING  
ISSAQUAH HIGHLANDS SELF-STORAGE  
1910 NE ROCK STREET, SUITE 401, SEASIDE, WA 98138  
ISSUED: 04/20/11  
REVISED: 04/20/11  
DRAWN: J. J. [unreadable]  
CHECKED: [unreadable]  
APPROVED: [unreadable]

**DCI**  
CONSTRUCTION SPECIFICATIONS  
FOR  
8 STORY COMMERCIAL BUILDING  
ISSAQUAH HIGHLANDS SELF-STORAGE  
1910 NE ROCK STREET, SUITE 401, SEASIDE, WA 98138  
ISSUED: 04/20/11  
REVISED: 04/20/11  
DRAWN: J. J. [unreadable]  
CHECKED: [unreadable]  
APPROVED: [unreadable]

**ISSAQUAH HIGHLANDS SELF-STORAGE**  
**8 STORY COMMERCIAL BUILDING**  
CONSTRUCTION SPECIFICATIONS FOR CANOPY BEAM CONNECTION  
ISSUED: 04/20/11  
REVISED: 04/20/11  
DRAWN: J. J. [unreadable]  
CHECKED: [unreadable]  
APPROVED: [unreadable]

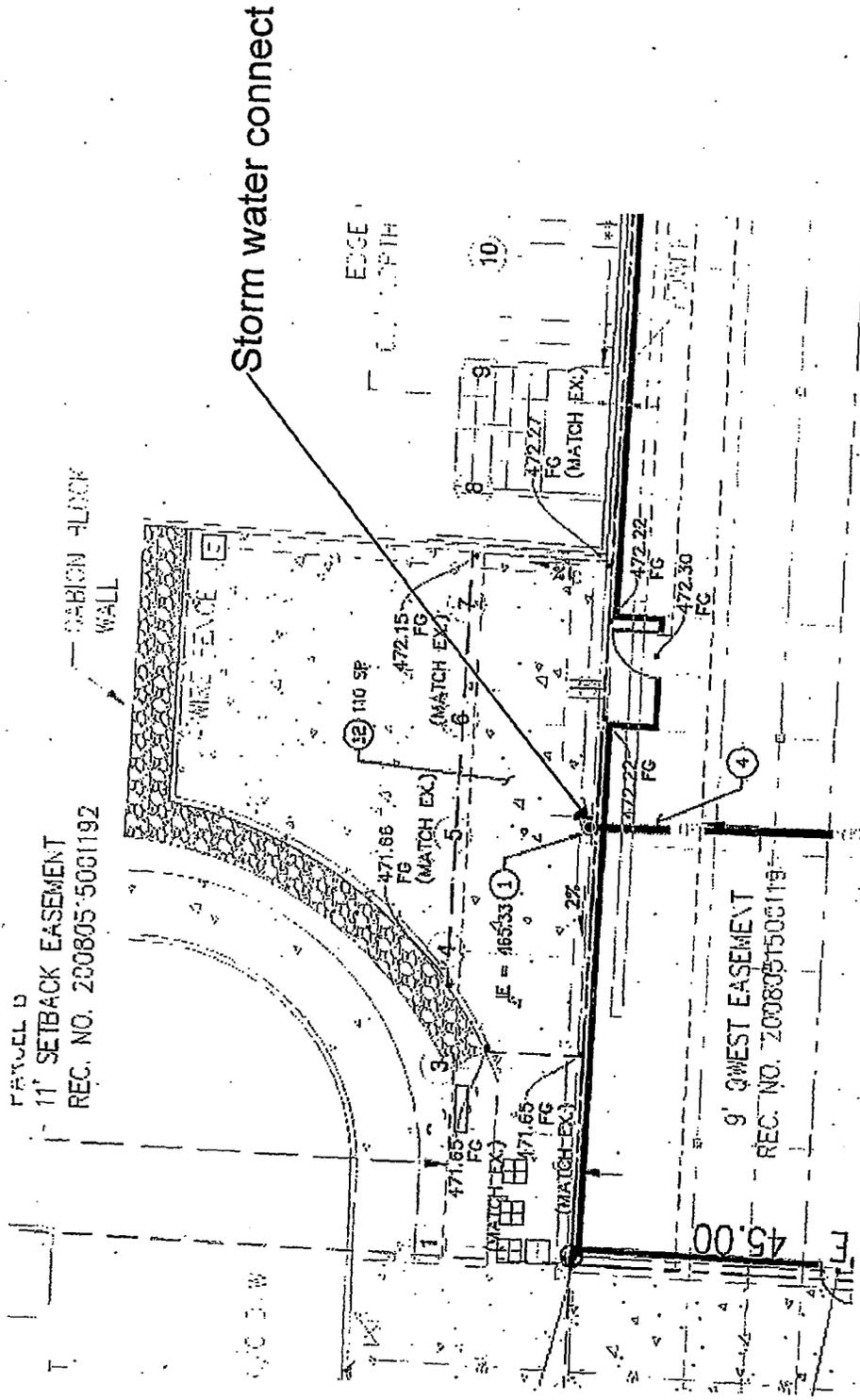
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2	04/20/11	REVISED FOR PERMIT
3	04/20/11	REVISED FOR PERMIT
4	04/20/11	REVISED FOR PERMIT
5	04/20/11	REVISED FOR PERMIT
6	04/20/11	REVISED FOR PERMIT
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47	04/20/11	REVISED FOR PERMIT
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49	04/20/11	REVISED FOR PERMIT
50	04/20/11	REVISED FOR PERMIT

**S6.2**  
CANOPY DETAILS



RW  
2/11/11  
R8  
1/28/11

# Storm water drain connection



Rw  
2/1/11

Rg  
1/28/11

## Approval Item

- B. The entry door threshold at the north entry does not match the existing concrete walk way installed by Metro. It appears the walk way has settled approximately 2 inches as can be seen on the attached photographs showing the trip hazard at the existing PNR ramp. We would like permission to remove a portion of the existing walk, about 425 SF, and replace such that the new surface matches the ramp and the self storage door threshold. Refer to Note 12 on C2.0 and detail T38 on C4.0

RW  
2/1/11

R8  
1/28/11

# Concrete walk to be replaced



220  
2/1/14  
RS  
1/28/11

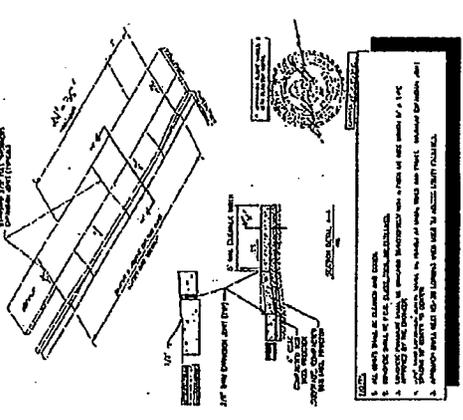






**ISSAQUAH HIGHLANDS SELF-STORAGE**  
 6 STORY COMMERCIAL BUILDING  
 810 160<sup>th</sup> STREET & 9<sup>th</sup> AVENUE NE  
 ISSAQUAH WASHINGTON 98029

**C4.0**  
 PERMITS



3/17 1/2" = 1' PLAN  
 3/17 1/2" = 1' PLAN  
 3/17 1/2" = 1' PLAN

**NOTES:**

- SEE SHEET C4.1 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.2 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.3 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.4 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.5 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.6 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.7 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.8 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.9 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.10 FOR EXISTING AND EXTERIOR.

NO SCALE  
 STANDARD  
 DETAIL NO.  
 APPROACH  
 ST-20A

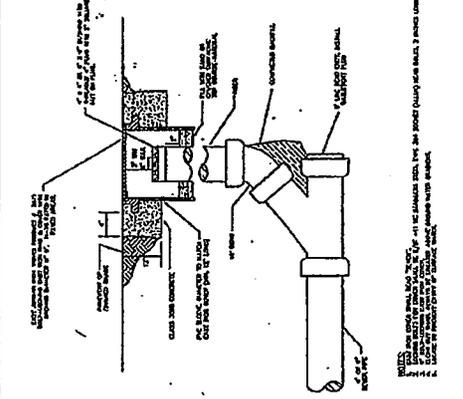


NO SCALE  
 STANDARD  
 DETAIL NO.  
 APPROACH  
 ST-20A

**NOTES:**

- SEE SHEET C4.1 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.2 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.3 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.4 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.5 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.6 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.7 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.8 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.9 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.10 FOR EXISTING AND EXTERIOR.

NO SCALE  
 STANDARD  
 DETAIL NO.  
 APPROACH  
 ST-20A

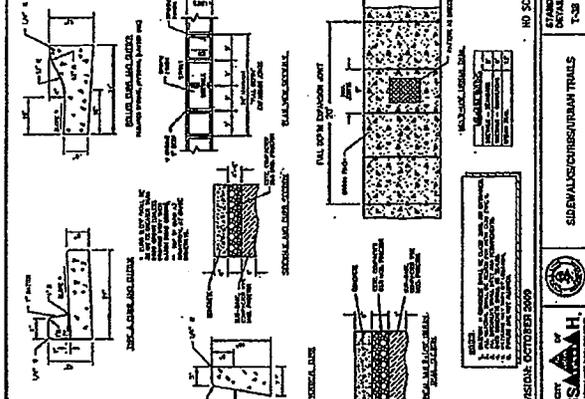


NO SCALE  
 STANDARD  
 DETAIL NO.  
 SEWER CLEANOUT  
 S-07

**NOTES:**

- SEE SHEET C4.1 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.2 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.3 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.4 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.5 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.6 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.7 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.8 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.9 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.10 FOR EXISTING AND EXTERIOR.

NO SCALE  
 STANDARD  
 DETAIL NO.  
 SEWER CLEANOUT  
 S-07

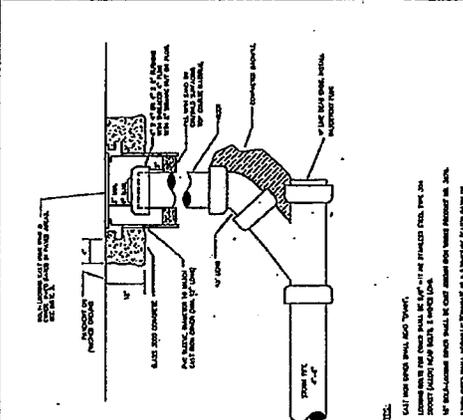


NO SCALE  
 STANDARD  
 DETAIL NO.  
 SIDEWALK/CURB/RAMP DETAILS  
 T-08

**NOTES:**

- SEE SHEET C4.1 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.2 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.3 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.4 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.5 FOR EXISTING AND EXTERIOR.
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- SEE SHEET C4.8 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.9 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.10 FOR EXISTING AND EXTERIOR.

NO SCALE  
 STANDARD  
 DETAIL NO.  
 SIDEWALK/CURB/RAMP DETAILS  
 T-08

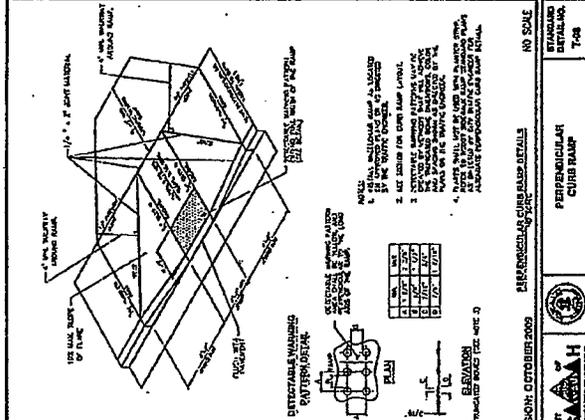


NO SCALE  
 STANDARD  
 DETAIL NO.  
 CLEANOUT  
 D-03

**NOTES:**

- SEE SHEET C4.1 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.2 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.3 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.4 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.5 FOR EXISTING AND EXTERIOR.
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- SEE SHEET C4.7 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.8 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.9 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.10 FOR EXISTING AND EXTERIOR.

NO SCALE  
 STANDARD  
 DETAIL NO.  
 CLEANOUT  
 D-03



NO SCALE  
 STANDARD  
 DETAIL NO.  
 CURB RAMP  
 T-08

**NOTES:**

- SEE SHEET C4.1 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.2 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.3 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.4 FOR EXISTING AND EXTERIOR.
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- SEE SHEET C4.8 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.9 FOR EXISTING AND EXTERIOR.
- SEE SHEET C4.10 FOR EXISTING AND EXTERIOR.

NO SCALE  
 STANDARD  
 DETAIL NO.  
 CURB RAMP  
 T-08

R20  
 2/1/16  
 R8  
 1/28/16

# Approval Item

• Item 3.

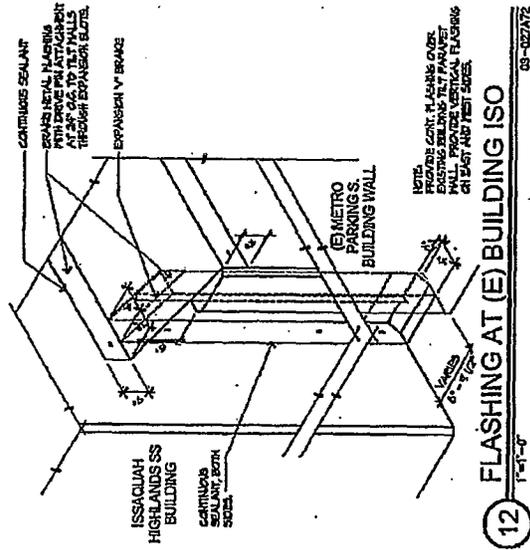
• There will be an 8 inch gap between the PNR and self storage building to comply with seismic setbacks in the original Warranty Deed. This gap represents an inaccessible area that will collect debris, rodents and may also be a safety hazard. The self storage project wants to install pre finished flashing to seal this area. There will be horizontal flashing as proposed will be attached to the self storage building and extend over the top of the PNR parapet. There will be no connection to the PNR. Issaquah Highlands Self Storage, LLC will maintain the flashing in perpetuity.

• The vertical gap on the east and west will be sealed with a light gage flashing and attached to both the self storage and self storage building. It will extend from the ground up to meet the horizontal flashing. It will deform as necessary in the event of a seismic event. The following detail shows the proposed detail.

Rw  
2/1/11

R8  
1/28/11

# Flashing detail



RWO  
 2/1/14  
 RS  
 1/28/11

# Memo

---

February 2, 2011

TO: Aaron Halley, Real Property Agent I  
Real Estate Services, Facilities Management Division

FROM:  Nancy Gordon, Real Property Agent  
Transit Real Estate & Environmental Planning

SUBJECT: **Issaquah Highlands Self-Storage Facility SUP S-92-10**  
**Original Signed, Initialed & Dated Permit – by Applicant & Transit**

Please find attached the Original Special Use Permit for SUP S-92-10, Issaquah Highlands Self-Storage Facility Permit, for FMD's final signature and processing. Please note that each page of the permit has been initialed and dated by the applicant and Transit Management, in order to verify that both parties acknowledge all of the attachments are part of the permit. This step was taken as there weren't any attachments sent with the permit for Transit's signature and Transit wasn't able to verify which attachments were included with the permit packet sent to the applicant for signature. Upon final execution of the permit, and issuance to the applicant, please send me a copy of the final, completed permit packet, including all signatures and attachments. The final packet may be sent via inter-office mail.

Thanks!

Attachment





U.S. Department  
of Transportation  
Federal Transit  
Administration

REGION X  
Alaska, Idaho, Oregon,  
Washington

915 Second Avenue  
Federal Bldg. Suite 3142  
Seattle, WA 98174-1002  
206-220-7954  
206-220-7959 (fax)

JAN 24 2011

Ron Posthuma  
Assistant Director  
King County Department of Transportation  
201 South Jackson Street  
MS: KSC-TR-0814  
Seattle, Washington 98104-3856

Re: Incidental Use Request: Issaquah Highlands Park & Ride; Issaquah Highlands Self Storage

Dear Mr. Tordillos:

This responds to your office's letter of January 3, 2011, requesting concurrence from the Federal Transit Administration (FTA) to King County's request to provide incidental use of the Issaquah Highlands Park & Ride lot, a facility funded in part by FTA, to Issaquah Highlands Self Storage, LLC during its construction of their self-storage facility. Under this request, King County would lease a portion of the garage roof deck that contains seventeen (17) parking stalls for a period of six weeks. This use is needed by Issaquah Highlands Self Storage to facilitate the construction of their facility located directly adjacent to the garage.

Based on prior correspondence, King County has determined that there are sufficient excess parking capacity to accommodate this short-term lease of these 17 stalls. In addition, King County has determined that this temporary use by Issaquah Highlands Self Storage will not interfere with the safe and effective use of the garage facility by transit customers.

Your current request includes reference to the property valuation from appraisers McKee and Shalka for support of the fair market lease rent to be charged at \$81.60 per day per stall for a total of \$3,427.20.

FTA Guidance at Circular 5010.1D, Chapter IV, provides that property not needed for a project can be conveyed as either excess property or as an incidental use.

Based on the information provided, FTA approves of such incidental use for the short-term (six weeks) lease at the lease rent indicated to Issaquah Highlands Self Storage. Further based on similar previous requests and information submitted for incidental use of excess parking stalls, FTA also concludes that this property transfer qualifies as a Documented Categorical Exclusion under NEPA.

Since this temporary use includes the conducting of construction activities, the County should ensure that Issaquah Highlands Self Storage and their contractor(s) employ sufficient safeguards to ensure transit patron safety from these activities during this period.

If you have any questions, please do not hesitate to contact Ted Uyeno of this office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kenneth Feldman".

Kenneth Feldman  
Director, Office of Program Management and Oversight

# Appendix C

## 3. Franchise Agreement

**LAKE WALKER WATER ASSOCIATION**

**WATER FRANCHISE**

**Franchise No. 16287**

**King County, Washington**

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**FRANCHISE NO. 16287**  
**LAKE WALKER WATER ASSOCIATION**

In the matter of the application for a Franchise to Construct, Operate, Maintain, repair, relocate, remove and replace its water utility facilities, including water mains, service lines, and appurtenances in, over, along and under specified County roads and rights-of-way in King County Washington.

**APPLICATION AND HEARING**

The application of the FRANCHISEE for a Franchise to Construct, Operate, Maintain, repair, relocate, remove and replat~~e~~e its water utility facilities, including water mains, service lines, and necessary appurtenances in, over, along, and under specified County Roads and Rights-of-Way located within the area described in attached Exhibit A has been heard on this 10<sup>th</sup> day of NOVEMBER, 2008. All of the property described in Exhibit A lies outside the limits of any incorporated town or city.

Legal notice of the Franchise application and of the hearing has been given as is required by law.

**GRANT OF FRANCHISE**

The King County Council, having considered the interests proposed and advanced, and finding that the granting of this Franchise is in the public interest, ORDERS that a Water Franchise be granted to the LAKE WALKER WATER ASSOCIATION, the Grantee, subject to the conditions set out herein. This Franchise grants the right, privilege, authority and Franchise to Construct, Operate, Maintain, repair, relocate, remove and replace its water utility facilities, including water mains, service lines, and necessary appurtenances as a part of its collection and distribution system in, over, along, and under County Roads and Rights-of-Way located within the Lake Walker service area described in Exhibit A.

This Franchise is granted subject to all of the terms and conditions contained herein, including in exhibits and attachments to the Franchise, and subject to the terms and conditions within Ordinance No. 16287. The Franchise shall expire in twenty-five (25) years on NOVEMBER 10, 2033

## GENERAL TERMS AND CONDITIONS

THIS FRANCHISE is subject to the following terms and conditions:

### 1. DEFINITIONS.

References to any County official or office also refer to any office that succeeds to any or all of the responsibilities of the named office or official. References to laws or "applicable laws" include federal, state, and local laws and regulations adopted pursuant to those laws; unless otherwise stated, references to laws include laws now in effect, as the same may be amended from time to time during the operation of this Franchise. In addition, the following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this section when capitalized in the text. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Abandon (Abandonment). The term "Abandon or Abandonment" shall mean when Grantee discontinues use of the Facilities, or any portion thereof with no immediate intent to resume such use.

County or Grantor. The terms "County" or "Grantor" refer to King County, a political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated they shall be performed by the Director.

County Road Rights-of-Way. The term "County Road Rights-of-Way" includes any maintained or unmaintained road, street, avenue, or alley located within unincorporated King County, that is within the Lake Walker Water Association's service area, it does not include recreational or nature trails except where the trails intersect with or are within roads, streets, avenues or alleys.

Construct or Construction. The term "Construct or Construction" shall mean to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, modify, improve, remove, support, maintain, or repair Franchisee's Facilities and may include, but is not limited to, digging and/or excavating for the above purposes.

Council. The term "Council" refers to the King County Council, acting in its official capacity.

Default. The term "Default" shall mean a failure, omission or neglect to perform, satisfy or discharge any term, condition, representation, warranty or other obligation under the Franchise.

Director. The term "Director" refers to the Director of the King County Department of Transportation or his or her designee.

Effective Date. The term "Effective Date" shall mean the date designated herein, after passage, approval and legal publication of this Ordinance and acceptance by Grantee, upon which the rights, duties and obligations shall come in effect and the date from which the time requirement for any notice, extension and/or renewal will be measured.

Facilities. The term "Facilities" shall mean the Grantee's water mains and service lines, within the Franchise Area that are necessary for the purpose of transporting water within the Franchise area. The term shall include electrical and fiber optic cables, but only those necessary and used for the operation and Maintenance of the Grantee's water system.

Franchise. The term "Franchise" shall mean this Franchise, once accepted by the Grantee and any amendments, exhibits, or appendices to this Franchise.

Franchise Area. The term "Franchise Area" shall mean the King County Roads Rights-of-Way within the Lake Walker Water Association's service area wherein the Grantee has or will locate the Grantee's Facilities, all as identified and described in Exhibit A.

Grantee. The term "Grantee" refers to the Franchisee, Lake Walker Water Association, and its successors and those assignees approved pursuant to paragraph 29 herein.

Maintenance or Maintain. The term "maintenance or maintain" shall mean examining, testing, inspecting, repairing, maintaining and replacing the existing water mains, service lines, and/or Facilities or any part thereof as required and necessary for safe Operations and related activities, as performed by the Grantee, unless otherwise provided herein.

Operate or Operations. The term "Operate or Operations" shall mean the use of Grantee's pipeline(s) and/or Facilities for the transportation, distribution and handling of water within and through the Franchise area.

Other Governing Body. The term "Other Governing Body" refers to any public official or other public board or body as may have the power and jurisdiction to permit or regulate the installation and maintenance of utilities and other Facilities in, under, over, across, and along any of the county property described in Exhibit A.

Public Properties. The term "Public Properties" shall mean the present and/or future property owned or leased by Grantor.

Utility. The term "Utility" refers either to the Grantee or, depending on the context, to any other person, firm, or corporation, public or private, which may hold a Franchise to maintain and operate facilities in, under, over, across, and along any of the County property described in Exhibit A, or within the Franchise Area.

## 2. ACCEPTANCE BY GRANTEE OF TERMS AND CONDITIONS

The full acceptance of this Franchise and all of its terms and conditions shall be filed with the Clerk of the Council within forty-five (45) days from \_\_\_\_\_, 20\_\_, by the Grantee, unless Grantee requests additional time in which to accept the Franchise and is granted such additional time in writing by the Director. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be null and void and have no force or effect. Full acceptance shall be accomplished by filing three signed originals of this Franchise, together with the following:

- a. The insurance certificates required in Section 12(A).
- b. The performance and payment bond, security fund deposit or letter of credit as required in Section 15.
- c. Payment of the administrative costs for issuance of the Franchise according to Section 16.

## 3. FRANCHISE TERM

The Franchise shall expire in 25 years, on NOVEMBER 10, 2033, provided, however, that certain of Grantee's obligations, including obligations to Maintain, repair, remove, and replace its water mains, service lines, and appurtenances shall survive expiration and continue as more fully provided in Section 31.

## 4. FRANCHISE AREA.

This Franchise shall apply to the Franchise Area set out in Exhibit A. Grantee and the County recognize that Grantee may need to utilize additional County Road Rights-of-Way in order to Construct and Operate the Facilities. Grantee agrees to cooperate with the County to timely identify and evaluate any additional County Roads Rights-of-Way necessary to Construct and Operate its water collection and distribution systems. Exhibit A shall include a legal description of that Franchise area. Exhibit A may be amended in the same manner as this Franchise is authorized to be amended to add additional Franchise Areas or delete portions of or modify existing Franchise Areas, and such amendments shall be incorporated herein to evidence such approval.

## 5. NON-EXCLUSIVE FRANCHISE

This Franchise is not exclusive. The primary purpose of the County Roads Rights-of-Way is to provide for the efficient transportation of the public. This Franchise does not prohibit King County from granting Franchises for other public or private Utilities, in, under, over, across, and along any County property, including County Road Rights-of-Way and the Franchise Area, as it may deem fit.

Franchisee shall cooperate in allowing any other additional uses within Franchises granted by King County for use of the Franchise Area. This Franchise does not prevent or prohibit King County from constructing, altering, maintaining or using any County Road Rights-of-Way covered by this Franchise. King County retains full power to make all changes, relocations, repair, maintenance, etc. as it may deem fit.

#### 6. JURISDICTION

This Franchise is intended to convey limited rights and interests only as to those roads and rights-of-way in which King County has an actual interest. It is not a warranty of title or of interest in County road rights-of-way.

Whenever any of the County Road Rights-of-Way as designated in this Franchise, by reason of the subsequent incorporation of any town or city, or extension of the limits of any town or city, shall later fall within the city or town limits, this Franchise shall terminate as to such rights-of-way at such time as the incorporation and/or annexation is complete according to applicable State law, after which time the County will no longer have any responsibility for maintenance of any County roads or rights-of-way within the area of annexation/incorporation.

None of the rights granted to the Grantee shall affect the jurisdiction of King County over County road rights-of-way or the County's power to perform work upon its roadways, rights-of-way or appurtenant drainage Facilities including by constructing, altering, renewing, paving, widening, grading, blasting or excavating.

All of the rights herein granted shall be subject to and governed by this Franchise; provided, however, that nothing in this Franchise may be construed in any way as limiting King County's rights to adopt ordinances that which are necessary to protect the health, safety and welfare of the general public.

#### 7. REGULATION OF USE AND CONTROL

This Franchise does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County Road Rights-of-Way covered by this Franchise. This Franchise authorizes the use of County Road Rights-of-Way solely for water service. Any additional uses of County Roads Rights-of-Way by the Grantee, shall require a separate franchise from King County that conforms to the requirements of the King County Code, County standards, policies and guidelines and other applicable law.

King County shall have complete authority over the location of the Grantee's Facilities within the County Road Rights-of-Way, to both determine the initial location during Construction and to require relocation of the Grantee's Facilities under Section 18 of this Franchise.

Any use of the Grantee's equipment or Facilities in County rights-of-way by others, is prohibited unless separately authorized and approved in writing by King County. The Grantee agrees that prior to authorizing any person to use the Grantee's equipment or Facilities located in County rights-of-way, the Grantee will require the user to provide the Grantee with an affidavit that it has obtained the necessary Franchise or other approval from the County to operate and provide the proposed activity or service in County Roads Rights-of-Way. At least thirty (30) days prior to executing any agreement with a potential user for the use of the Grantee's equipment or Facilities, the Grantee shall provide a copy of the affidavit to the County Road Engineer at: King County Department of Transportation, King Street Center, 201 South Jackson St., MS-KSC-231, Seattle, WA 98104, and to the King County Office of Cable Communication at Chinook Building, 401 5<sup>th</sup> Avenue, Suite 600, Seattle, WA 98104, Fax: 206-296-0842.

8. EMINENT DOMAIN

This Franchise and the limited rights and interests for the Operation, Maintenance, repair, and Construction of Grantee's Facilities are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights and interests granted under this Franchise shall not exceed the actual amount the Grantee paid to King County in obtaining the Franchise.

9. ENFORCEMENT

Failure of King County, on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of King County to enforce or exercise its rights under any provision of this Franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this Franchise or applicable law.

Except as provided in Section 33, failure of Grantee, on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any applicable law, shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance, unless such right has been specifically waived in writing. Failure of Franchisee to enforce or exercise its rights under any provision of this Franchise or applicable law does not constitute a waiver of its rights to enforce or exercise a right in any other provision of this Franchise or applicable law.

10. CONDITION OF FRANCHISE AREA

Grantee has inspected or will inspect each applicable Franchise Area, and enters upon each such Franchise Area with knowledge of its physical condition and the danger inherent in operations conducted in, on or near any Franchise Area. GRANTEE ACCEPTS THE FRANCHISE AREA IN AN "AS-IS WITH ALL FAULTS" BASIS

WITH ANY AND ALL PATENT AND LATENT DEFECTS AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM THE COUNTY AS TO ANY MATTERS CONCERNING THE FRANCHISE AREA, including, but not limited to the physical condition of the Franchise Area; zoning status; presence and location of existing Utilities; operating history; compliance by the Franchise Area with Environmental Laws or other Laws and other requirements applicable to the Franchise Area; the presence of any Hazardous Substances or wetlands, asbestos, or other environmental conditions in, on, under, or in proximity to the Franchise Area; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Franchise Area; the condition of title to the Franchise Area, and the leases, easements, Franchises, orders, licensees, or other agreements, affecting the Franchise Area (collectively, the "Condition of the Franchise Area").

Grantee represents and warrants to the County that neither the Grantee nor its contractors or subcontractors have relied and will not rely on, and the County is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Condition of the Franchise Area or relating thereto made or furnished by the County, or any agent representing or purporting to represent the County, to whomever made or given, directly or indirectly, orally or in writing. COUNTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF THE FRANCHISE AREA, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PUBLIC RIGHT-OF-WAY, OR THE CONFORMITY OF ANY PART OF THE PUBLIC RIGHT-OF-WAY TO ITS INTENDED USES. COUNTY SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PART OF THE PUBLIC RIGHT-OF-WAY PRESENT ON OR CONSTITUTING ANY FRANCHISE AREA, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES.

#### 11. INDEMNITY AND HOLD HARMLESS

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Franchise.

The Grantee agrees to protect, defend, indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns to defend, indemnify and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this Franchise including liability

from the products contained in, transferred through, released or escaped from Grantee's facilities. The Grantee's obligations under this section shall include:

- A. Indemnification for such claims whether or not they arise from the sole negligence of the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.
- B. The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.
- C. Indemnification of claims made by the Grantee's own employees or agents.
- D. Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.
- E. Indemnification for claims submitted by Grantee's contractor or subcontractors arising from Construction of the transmission and delivery pipelines, appurtenances and Facilities.

The Grantee shall have no obligation under this section to indemnify and hold harmless King County for claims arising from the sole negligence or willful misconduct of King County, its appointed and elected officials and employees.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this Franchise agreement, the Grantee agrees to defend, hold harmless and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence.

King County shall give the Grantee timely written notice of the making of any claim or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this section. In the event any such claim arises, the County or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the duty to defend, settle, or compromise any claims arising hereunder and the County shall cooperate fully therein. Failure of the County to timely notify Grantee of such a claim or action, however, shall not constitute a defense to the indemnity set out in this section, except to the extent of actual prejudice to the Grantee.

In addition to other indemnifications required by this Franchise, Grantee specifically agrees to defend, indemnify, and save harmless King County, its officers, agents and employees, from and against all suits, claims, actions, losses, costs, penalties, judgments, settlements and damages of whatsoever kind or nature, including third party construction delay and impact claims, arising out of failure to complete all Utility related adjustments,

relocations, repairs, relocations, or work in accordance with this Franchise and the work plan and schedule agreed to by King County and Grantee.

Notwithstanding the above, the County shall have no obligation to tender a defense as a condition of the indemnity where there is a material conflict between the interests of the Grantee and King County.

## 12. INSURANCE REQUIREMENTS

### A. Insurance Required

By the date of execution of this Franchise, the Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Grantee, its agents, representatives, employees and/or contractors /subcontractors. The Grantee or contractor/subcontractor shall pay the costs of such insurance. The Grantee shall furnish separate certificates of insurance and policy endorsements from each contractor/subcontractors as evidence of compliance with the insurance requirements of this Franchise.

The Grantee is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Grantee, its agents, employees, officers, contractor/subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Franchise.

Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval. If coverage is approved and purchased on a "claims made" basis, the Grantee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Franchise termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Franchise.

**B. Risk Assessment by Grantee**

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Grantee under this Franchise, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Grantee. The Grantee shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. Grantee's liability for indemnification and other risks under this Franchise shall not be construed as limited by the requirement of the minimum insurance coverage set out herein.

**C. Minimum Scope of Insurance. Coverage shall be at least as broad as the following:****1. General Liability**

Insurance Services Office form number (CG 00 01) covering COMMERCIAL GENERAL LIABILITY including XCU coverage.

Explosion and Collapse, Underground Damage (XCU). Coverages shall apply for the same limits as the general liability. Evidence of insurance must specifically state the coverage has not been excluded.

**2. Automobile Liability**

Insurance Services Office form number (CA 00 01) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

**3. Workers' Compensation**

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

**4. Stop Gap/Employers Liability**

Coverage shall be at least as broad as the indemnification, protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

**D. Minimum Limits of Insurance**

The Grantee shall maintain limits no less than the following:

1. Commercial General Liability: \$5,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$5,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.
3. Workers' Compensation: Statutory requirements of the state of residency.
4. Stop Gap /Employers Liability: \$1,000,000.

**E. Minimum Limits of Insurance - Construction Period**

In addition to the minimum coverages, prior to commencement of Construction and until Construction is complete and approved by the Grantee and the County, the Grantee shall cause the Construction Contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. The cost of such insurance shall be paid by the Grantee and/or any of the Grantee's contractor/subcontractors. The Grantee shall maintain limits no less than the following:

1. Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$5,000,000 in the aggregate.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
4. Workers Compensation: Statutory requirements of the State of residency.
5. Stop Gap or Employers Liability Coverage: \$1,000,000.

**F. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Grantee's liability to the County and shall be the sole responsibility of the Grantee.

**G. Other Insurance Provisions**

The insurance policies required in this Franchise are to contain, or be endorsed to contain, the following provisions:

**1. All Liability Policies except Professional and Workers Compensation.**

- a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Grantee/contractor in connection with this Franchise. Grantee and the County shall be named as additional insureds on all liability policies except Workers Compensation and professional Liability. Such coverage shall include Products-Completed Operations.
- b. To the extent of the Grantee's/contractor's negligence, the Grantee's/contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Grantee's insurance or benefit the Grantee in any way.
- c. The Grantee's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

**2. All Policies**

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 45 days prior written notice has been given to the County. In the event of said cancellation or intent not to renew, the Grantee shall obtain and furnish to the County evidence of replacement insurance policies meeting the

requirements of this Section by the cancellation date. Failure to provide proof of insurance could result in a "stop work order" being issued, as specified in Section 19 of this Franchise or the suspension or termination of the Franchise.

#### H. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Bests' financial strength rating of no less than A: VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Bests' financial strength rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Grantee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

#### I. Verification of Coverage

The Grantee shall furnish the County with certificates of insurance and endorsements required by this Franchise. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Franchise. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

#### J. Subcontractors

The Grantee shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Grantee is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Franchise, then such requirements and documentation shall be subject to all of the requirements stated herein.

#### K. Insurance Review

In consideration of the duration of this Agreement, the parties agree that the Insurance section herein, at the discretion of the County Risk

Manager, may be reviewed and adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the Agreement and the end of each successive five (5) year period thereafter.

Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium's) shall be the responsibility of the Grantee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

13. CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

The Grantee shall cause each and every Contractor performing work under the Franchise to execute and deliver to the Grantee a performance and payment bond for 100% of the construction price of the project the Contractor is performing, on a form acceptable to the Grantee with an approved surety company and in compliance with Chapter 39.08 RCW. Contractor shall notify surety of any changes in the work.

14. HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE.

A. Definition. "Hazardous Materials" as used herein shall mean:

1. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances; or
2. Any dangerous waste or hazardous waste as defined in:
  - a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or
  - b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
3. Any hazardous substance as defined in:
  - a. Comprehensive Environmental Response, Compensation and Liability Act of 1980 as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

- b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or
  4. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.
- B. Grantee shall not without first obtaining King County's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, or dispose of any Hazardous Materials in, on, or about the Franchise Area.
- C. Environmental Compliance.
1. Grantee shall, at Grantee's own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting the premises, Grantee's business, or any activity or condition on or about the premises, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws, ordinances and regulations, and any other laws relating to the improvements on the premises, soil and groundwater, storm water discharges, or the air in and around the premises, as well as such rules as may be formulated by King County, including the conditions required in any permits issued by the County for project and critical areas protection under the Growth Management Act ("the Laws"). Grantee warrants that its business and all activities to be conducted or performed in, on, or about the premises shall comply with all of the Laws. Grantee agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the Franchise to comply with the Laws.
  2. Grantee shall not cause or permit to occur any violation of the Laws on, under, or about the premises, or arising from Grantee's use or occupancy of the Franchise Area, including, but not limited to, soil and ground water conditions.
  3. Grantee shall promptly provide all information regarding any activity of Grantee related to Hazardous Materials on or about the premises that is requested by King County. If Grantee fails to fulfill any duty imposed under this paragraph within a reasonable time, King County may do so; and in such case, Grantee shall

cooperate with King County in order to prepare all documents King County deems necessary or appropriate to determine the applicability of the Laws to the Franchise Area and Grantee's use thereof, and for compliance therewith, and Grantee shall execute all documents promptly upon King County's request. No such action by King County and no attempt made by King County to mitigate damages shall constitute a waiver of any of Grantee's obligations under this paragraph.

4. Grantee shall, at Grantee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.
5. Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Franchise at or from the Franchise premises, or which arises at any time from Grantee's use of occupancy of the Premises, then Grantee shall, at Grantee's own expense, prepare and submit the required plans and all related bonds and other financial assurances to the County for approval; and Grantee shall carry out all such cleanup plans. Any such plans and cleanup are subject to King County's prior written approval. Any mitigation associated with the cleanup solely shall be at the Grantee's own expense.

D. Indemnification.

1. Grantee shall be fully and completely liable to King County for any and all cleanup and/or mitigation costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any Authority with respect to Grantee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials in or about the premises, or common areas. Grantee shall indemnify, defend and save King County harmless from any and all of the costs, fees, penalties, and charges assessed against or imposed upon King County (as well as King County's attorney's fees and costs) by any Authority as a result of Grantee's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials, or from Grantee's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws.

2. Grantee shall indemnify and hold King County harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees, for bodily injury or death, property damage, loss, or costs caused by or arising from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by Grantee or any of its agents, representatives or employees in, on, or about the premises occurring during the term of this Franchise
- E. **Reporting Requirements.** Grantee shall comply with the Laws requiring the submission, reporting, or filing of information concerning Hazardous Materials with the Authorities, and shall provide to King County a full copy of any such filing or report as submitted within 15 days of such submission.
- F. **Right to Check on Grantee's Environmental Compliance.** King County expressly reserves the right, and Grantee shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the premises as King County, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems or violations.
- G. **Remedies.** Upon Grantee's Default under this Section 14 HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE, King County shall be entitled to the following rights and remedies in addition to any other rights and remedies that may be available to the County:
1. At King County's option, to terminate this Franchise immediately; and/or,
  2. At King County's option, to perform such response, remediation and/or cleanup as is required to bring the premises and any other areas of King County property affected by Grantee's Default into compliance with the Laws and to recover from Grantee all of the County's costs in connection therewith; and/or
  3. To recover from Grantee any and all damages associated with the Default, including but not limited to, response, remediation, replacement and cleanup costs and charges, civil and criminal penalties and fees, adverse impacts on marketing the premises or any other adjacent areas of King County property, loss of business and sales by King County and other King County Grantees, but only to the extent of King County liability to such grantees, diminution of value of the premises and/or other adjacent areas owned by King County, the loss of or restriction of useful space in

the premises and/or other adjacent areas owned by King County, any and all damages and claims asserted by third parties, and King County's attorney's fees and costs.

- H. **Remediation on Termination of Franchise.** Upon the expiration or earlier termination of this Franchise, Grantee shall remove, remediate or clean up any Hazardous Materials on, or emanating from, the premises, Grantee shall undertake whatever other action may be necessary to bring the premises into full compliance with the Laws ("Termination Cleanup"). The process for such Termination Cleanup is subject to King County's prior written approval. If Grantee fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, King County may elect to perform such Termination Cleanup after providing Grantee with written notice of the County's intent to commence Termination Cleanup, and after providing Grantee a reasonable opportunity, which shall be not less than ninety (90) days after such notice (unless King County is given notice by a government agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time, in which case King County shall give Grantee notice of such shorter time), to commence or resume the Termination Cleanup process. If King County performs such Termination Cleanup after said notice and Grantee's failure to perform same, Grantee shall pay all of King County's costs.
- I. **Survival.** Grantee's obligations and liabilities under this Section 14, HAZARDOUS MATERIALS AND ENVIRONMENTAL COMPLIANCE, shall survive the expiration of this Franchise.

15. SECURITY FOR PERFORMANCE

A. **Performance and Payment Bond**

On or before the Effective Date of this Franchise, the Grantee shall furnish a bond executed by the Grantee and a corporate surety authorized to do surety business in the State of Washington, with an A.M. Best financial strength rating of A XII in the amount of Ten Thousand (10,000) dollars ("Security Amount"), which amount shall be adjusted for inflation every 5 years and may be changed by mutual agreement of the parties to be sufficient to insure performance and payment of the Grantee's obligations and performance under this Franchise. The Grantee shall pay all premiums or costs associated with maintaining the Performance and payment bond, and shall keep the same in full force and effect throughout the term of the Franchise. In the event a claim against the bond is paid, the Grantee shall thereupon ensure that the bond is replenished to the full inflation-adjusted Security Amount. If Grantee fails to provide or maintain the bond, then the County, in its sole discretion, shall

require Grantee to substitute an equivalent cash deposit or an irrevocable letter of credit as described below in lieu of the bond.

The insurance and bond provisions contained herein shall survive the termination of this Franchise and shall continue for as long as the Grantee's Facilities shall remain in or on the Franchised areas or until the parties execute a new Franchise or other agreement which modifies or terminates these insurance and bond provisions.

**B. Security Fund in Lieu of Bond.**

1. Grantee may, at its election or upon order by the County, substitute an equivalent cash deposit with an escrow agent approved by the County or an irrevocable letter of credit, instead of a performance and payment bond. This cash deposit or letter of credit shall be set in an amount to ensure the full and faithful performance of all of Grantee's responsibilities hereto under this Franchise and compliance with all orders, permits and applicable Laws, and shall be adjustable annually by the County. This includes but, is not limited to, its obligations to relocate or remove its Facilities, restore the County Road Rights-of-Way and other property to their original condition, reimbursing the County for its costs, keeping Grantee's insurance in full force, and the timely receipt of the annual fee by the County.
2. The County shall notify Grantee in writing, by certified mail, of any Default and shall give Grantee thirty (30) days from the date of such notice to cure any such Default. In the event that the Grantee fails to cure such Default to the satisfaction of the County, the County may, at its option, draw upon the cash deposit or letter of credit up to the amount of the County's costs incurred to cure Grantee's Default. Upon the County's cure of Grantee's Default, the County shall notify Grantee in writing of such cure. In the event that the County draws upon the cash deposit or letter of credit, Grantee shall thereupon replenish the cash deposit or letter of credit to the full inflation-adjusted amount as specified herein or provide a replacement performance and payment bond.
3. If a letter of credit is furnished pursuant to subsection B (1), the letter of credit shall then be maintained at that same amount throughout the remaining term of this Franchise and for so long as Grantee Facilities are located within the Franchise Area.

4. Failure to maintain or restore the security fund or letter of credit  
In the full inflation-adjusted Security Amount shall constitute a material breach of this Franchise.
5. The rights reserved to the County herein are in addition to all other rights of the County, whether reserved herein or authorized by applicable Law, and no action, proceeding, or exercise of a right with respect to such security fund or letter of credit will affect any other right the County may have. Neither the filing of a letter of credit with the County, nor the receipt of any damages recovered by the County thereunder, shall be construed to excuse faithful performance by the Grantee or limit the liability of the Grantee under the terms of its Franchise for damages, either to the full amount of the letter of credit or otherwise.

#### C. Liens.

Grantee shall inform each mechanic, artisan, materialman and other contractor related to this Franchise that the County Roads Right-of-Way and other Public property is not subject to attachment for liens related to the Franchise. In the event that any County property becomes subject to any claims for mechanics', artisans', or materialmen's liens, or other encumbrances chargeable to or through Grantee which Grantee does not contest in good faith, Grantee shall promptly, and in any event within 30 days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit, or other means), without cost to the County, and shall indemnify the County against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the County may pay or secure the release or discharge thereof at the expense of Grantee after first giving Grantee five business days' advance notice of its intention to do so. The County may charge such expenses against the performance bond, security fund or letter of credit. Nothing herein shall preclude Grantee's or the County's contest of a claim for lien or other encumbrance chargeable to or through Grantee or the County, or of a contract or action upon which the same arose.

#### 16. FRANCHISE FEE AND COSTS

##### A. Utility Tax.

The County reserves the right to impose a Utility tax on the Grantee as set out in the Special Terms and Conditions Exhibit B, Section 1.

**B. Franchise Fees.**

The County reserves the right to impose Franchise Fees as set out in the Special Terms and Conditions, Exhibit B, Section 1.

**C. Reimbursement of Actual Costs of Issuance, Renewal, Amendment and Administration.**

Grantee shall reimburse the County for the County's actual costs relating to the issuance, renewal, amendment (if requested by or for the benefit of the Grantee) and administration of this Franchise.

**D. Reimbursement of Actual Costs of Design Review and Inspection.**

County review and inspections, as provided for in this Franchise, are for the sole purpose of protecting the County's rights as the owner or manager of the County Roads Rights-of-Way and are separate and distinct from the approvals and inspections and fees that may be required pursuant to a right-of-way construction permit. Therefore, Grantee shall reimburse to the County, its actual costs of review and inspections, to the extent that such costs are not included in the costs for issuance of and compliance with the right-of-way construction permit. Review and inspection, by way of example and not limitation, include review of design documents and inspection for compliance with Standards and 100% Design Documents.

**E. Reimbursement of Actual Costs of altering Public Rights-of-Way.**

Grantee shall reimburse the County of the actual costs incurred by the County in planning, designing, constructing, installing, repairing, relocating or altering any County infrastructure, structure, or facility as the result of the actual or proposed presence in the County Roads Right-of-Way of Grantee's Facilities. Such costs and expenses shall include, but not be limited to, the costs of County personnel and contractors utilized to oversee or engage in any work in the County Roads Rights-of-Way as the result of the presence of Grantee's Facilities in the County Roads Rights-of-Way, and any time spent reviewing construction plans in order to either accomplish the relocation of Grantee's Facilities or the routing or rerouting of any public Utilities or County Roads Rights-of-Way so as not to interfere with Grantee's Facilities. Upon request as a condition of payment by Grantee, all billing will be itemized so as to specifically identify the costs and expenses for each project for which the County claims reimbursement. A reasonable charge for the actual cost incurred in preparing the billing may also be included in said billing.

**F. Grantee Responsibility for Costs.**

Except as expressly provided otherwise in this Franchise, any act that Grantee, its contractors or subcontractors are required to perform under this Franchise shall be performed at their sole cost and expense.

**G. Grantee Work Performed by the County.**

Any work performed by the County that Grantee has failed to perform as required pursuant to this Franchise and which is performed by the County in accordance with the terms of this Franchise, shall be performed at the cost and expense of the Grantee. Grantee shall be obligated to pay to the County the actual costs of performing such work, plus overhead costs at the standard rate charged by the County.

**17. VACATION**

If at any time King County vacates any County road rights-of-way covered by this Franchise, King County will not be held liable for any damages or loss to the Grantee by reason of such vacation. King County may, after giving ninety (90) days written notice to the Grantee, terminate this Franchise with respect to any County road rights-of-way vacated. Upon receiving the notice the Grantee will use its best efforts to secure a continuing easement or remove its Facilities from the proposed vacation area. Alternatively, if the Grantee is unable to secure an easement or remove its Facilities and so notifies King County, the King County Council may in its vacation proceedings reserve an easement for the Grantee.

**18. REPAIR, REMOVAL OR RELOCATION**

The Grantee hereby covenants, at its own expense, to keep its Facilities covered by this Franchise in good repair and working order so that the presence of such Facilities in the County Road Rights-of-Way shall not cause damage to property, the roadway, county property, the Facilities or appurtenances of other Utilities, or the environment, cause injury to persons, or otherwise impair the public's right to travel on or otherwise use the roadway. All pipeline Construction, Maintenance or Operation undertaken by Grantee, upon Grantee's direction or on Grantee's behalf shall be completed in a workmanlike manner.

Repair, removal and relocation of Grantee's Facilities within County Road Rights-of-Way are the sole responsibility of Grantee. Facilities installed by Grantee within County Road Rights-of-Way shall remain the sole responsibility of Grantee and its Members until the Facilities are removed and roadway restored to current Road Standards.

The Grantee hereby covenants, at its own expense, to repair, remove or relocate its Facilities including all appurtenant Facilities and service lines connecting its system to

members and users, within King County Road Rights-of-Way if such repair, removal or relocation is required by King County for any County purpose including but not limited to, the need to allow for an improvement or alteration planned by King County in such road right-of-way. The Grantee shall correct or repair, at its own expense, any defective work or damage to property associated with the repair, removal, or relocation of its facilities for any reason.

The County shall give the Grantee written notice of such requirement as soon as practicable, at the beginning of the pre-design stage for projects that are part of the County's capital improvement program, including such available information as is reasonably necessary for the Grantee to plan for such adjustment, removal or relocation. For projects that are not part of King County's capital improvement program that are deemed as maintenance, emergencies or urgent construction by King County, King County shall give the Grantee as much notice and information as is practical under the circumstances.

In addition to any other notice given to Grantee, for projects that are part of the County's capital improvement program, in addition to any other notice given to the Grantee, the County shall provide a vertical and horizontal profile of the roadway and drainage Facilities within it, both existing and as proposed by the County, and the proposed construction schedule. Notwithstanding any permit conditions that may later be applied to the County project, this initial design information shall be given at least 180 days before construction is scheduled to begin, except in cases of urgent construction or emergencies. The Grantee shall respond to this notice, and to any later notices of revised designs based on permit conditions, within no more than thirty (30) days by providing to the County the best available information as to the location of all of the Grantee's Facilities, including all appurtenant Facilities and service lines connecting its system to users and all Facilities that it has abandoned, within the area proposed for the public works project.

For joint construction contracts only, the County may offer the Grantee the opportunity to participate in the preparation of bid documents for the selection of a contractor to perform the public works project as well as all required adjustments, removals or relocations of the Grantee's Facilities. Such bid documents shall provide for an appropriate cost allocation between the parties. The County shall have sole authority to choose the contractor to perform such work. The Grantee and the County may negotiate an agreement for the Grantee to pay the County for its allocation of costs, but neither party shall be bound to enter into such an agreement. Under such an agreement, in addition to the Grantee's allocation of contractor's costs, the Grantee shall reimburse the County for costs, such as design, construction and contract management, inspections or soils testing, related to the Grantee's work and reasonably incurred by the County in the administration of such joint construction contracts. Such costs shall be calculated as the direct salary cost of the time of County professional and technical personnel spent productively engaged in such work, plus overhead costs at the standard rate charged by the county on other similar projects, including joint projects with other County agencies.

If the parties agree it is not feasible to relocate Grantee Facilities within County Road Rights-of-Way and the lack of relocation results in a King County design change to planned capital improvements or alterations of a County Road Right-of-Way, Grantee shall reimburse King County for the actual costs incurred to make the design change, acquire any necessary additional rights-of-way or easements and any additional costs to construct King County's project.

19. REQUIREMENT OF CONSTRUCTION PERMITS

- A. The Grantee, its successors or assigns, has the right, privilege, and authority to enter the County road rights-of-way for the purpose of Constructing, Operating, Maintaining, repairing, relocating, removing or replacing its transmission and delivery lines and appurtenances on the condition that it obtains permits approved by the Director and King County Real Estate Services and, when applicable, by the Department of Development and Environmental Services. Applications for County Right-of-Way construction permits shall be presented to King County Real Estate Services along with required detailed design and construction plans and documents, studies and reports. The design and construction must address the following items to the satisfaction of the County: compliance with applicable federal, state, and local regulations and guidelines; consistency with current, approved water and sewer system plans; traffic impacts, haul routes, structural integrity and appearance of roadways, drainage structures, bridges or other structures; ease of future road maintenance and appearance of roadway; impact upon compatibility with other Facilities located within the public rights-of-way or future County improvements or future Utility installations within the rights-of-way. In an emergency, the Grantee may immediately commence the necessary work and shall apply the next business day for a work permit. In such event Grantee must take all necessary and prudent steps to protect, support, and keep safe from harm its pipeline(s) and/or Facilities, or any part thereof; Grantor's property; or other persons or property, and to protect the public health and safety.

All construction and other work shall be completed to the satisfaction of the Director. The Director or the Director's designee may condition the issuance of a County Right-of-Way construction permit or any other permit or approval that is required under this Franchise, as follows:

1. The Grantor may impose any condition reasonably necessary for the safe use and management of the public right-of-way or the Grantor's property including, by way of example and not limitation, maintaining proper distance from other Utilities, protecting the continuity of non-motorized and vehicular traffic and protecting any rights-of-way improvements, private Facilities

and public safety. The Grantee will be responsible for any special studies and mitigation that is necessary to support the permit request.

2. The Grantor may require completion of the permitted Construction or other activity within a reasonable time as required in the permit. If the Grantee shall fail to complete Construction or other permitted activity to the satisfaction of the Grantor within the permitted time, the Grantee will be subject to the provisions of Section 36.
  3. The Grantor may condition the granting of a County Right-of-Way construction permit or any other permit or approval upon the mitigation of the adverse affects of the Grantee's activities undertaken in connection with the Franchise. These conditions may address adverse impacts upon, without limitation, the environment, pedestrian and vehicular traffic, businesses, and residents.
  4. Grantee shall be required to continuously be a member of the State of Washington one number locator service under RCW 19.122, or an approved equivalent, and shall comply with all such applicable rules and regulations. Grantee shall provide reasonable notice to the County prior to commencing any Maintenance or Construction under this Franchise and additionally to those owners or other persons in control of property in the Franchise Area when the Maintenance or Construction will affect access or otherwise impact the property.
- B. All equipment, Facilities and appurtenances which are used in the Operation, Maintenance, repair or Construction of the Grantee's service and which are located within the County road rights-of-way shall be considered to be part of the Grantee's Operations system and shall be the responsibility of the Grantee. All permits for the construction, operation, maintenance, repair, relocate, removal and replacement of said system shall be applied for and given in the name of the Grantee, who will be responsible for all work done under the permit. The Grantee remains responsible whether the work is done by the Grantee, its contractors, or by third parties.

The Grantee shall, at no expense to the County, assume the following obligations with respect to Grantee's Facilities and to Facilities connected to its system that are within County road rights-of-way and which it does not own, including appurtenant Facilities.

1. The Grantee shall apply for a County Right-of-Way construction permit for any repairs or upgrades required for such Facilities. All work to be performed in the County Right-of-Way shall comply with all conditions of the County permit and all applicable County requirements.
2. In the event that the County or Grantee determines emergency repair of such Facilities are necessary to halt or prevent significant damage to County road rights-of-way or significant threats to the health, safety and welfare of the public, the Grantee shall take prompt remedial action to correct the emergency to the County's approval, which the County shall not unreasonably withhold.
3. Except in the event of an emergency, Grantee shall provide Grantor at least ten (10) calendar days written notice prior to any Construction and/or Maintenance, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Facilities within the Franchise Area.
4. When the County or its contractor provides notice to the Grantee, pursuant to RCW 19.122, of its intent to excavate within County road rights-of-way, the Grantee shall provide to the County or the County's contractor the best information available from the Grantee's records or, from the use of locating equipment as to the location of such Facilities, including surface markings where these would reasonably be of use in the excavation. If the Grantee fails to make good faith efforts to provide the above information within the deadlines provided by RCW 19.122, the Grantee shall hold the County harmless for all reasonable costs, and damages to such Facilities if such damage occurs as a result of the failure to provide such information. Nothing in this subsection is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or the Grantee toward any third party, nor is anything in this subsection intended to be construed to alter the rights and responsibilities of the parties under RCW 19.122, as amended.
5. Upon acceptance of this Franchise by Grantee, the Grantee shall file and thereafter maintain at all times with the Grantor a survey depicting the approximate location of Grantee's Facilities within the Franchise Area along with all other known Utilities, landmarks, and physical features.

6. Grantee shall also provide detailed as-built design drawings showing Grantee's Facilities in the Road Rights-of-Way , other service appurtenances and Facilities within the Franchise area. Within thirty (30) days of completing any Maintenance or Construction, or any other substantial activity within the Franchise area, the Grantee shall provide updated and corrected as-built drawings and a survey showing the location, depth and other characteristics of the Facilities within the Franchise Area.
7. Grantee shall be solely and completely responsible for workplace safety and safe working practices on its job sites within the Franchise Area, including safety of all persons and property during the performance of any work.
8. When Grantee does any work in the rights-of-way that affects, disturbs, alters, or damages any adjacent private property, the Grantee shall, at its own expense, restore such private property to the satisfaction of the private property owner.
9. On notice from the County that any work does not comply with this Franchise, approved permits, approved engineering plans and studies, applicable local, state and federal guidelines, standards and regulations, or work is being performed in an unsafe or dangerous manner as reasonably determined by the County, the non-compliant work may immediately be stopped by the County. The "stop work order" shall be, in writing; given to the person performing the work and be posted on the work site; indicate the nature of the alleged violation or unsafe condition; and establish conditions under which work may be resumed. If so ordered, Grantee shall cease and shall cause its contractors and subcontractors to cease such activity until the County is satisfied that the violation has been addressed. The County has the right to inspect, repair, and correct the unsafe condition if the Grantee fails to do so in a timely manner, and to reasonably charge the Grantee therefore.

## 20. NOTIFICATION OF WORK

The Grantee shall give notice of intent to commence work within the right-of-way in the manner and to the persons as is required for notice under KCC 20.20.060(G)(1), and as set forth in the permit issued for such work and the applicable provisions of Title 14 of the King County Code.

Grantee shall provide a project community services coordination plan, to be approved by the County, that establish and maintain regular communication with the County, private

property owners and tenants, surrounding local municipal governments, Utilities and fire, police, school and public health authorities. Grantee shall publish notice of all ROW Construction Permit Applications. Except in the event of an emergency, Grantee shall provide at least ten (10) calendar days written notice to the County, private property owners and tenants, surrounding local municipal governments, Utilities and fire, police, school and public health authorities prior to any Construction and/or Maintenance, or other substantial activity, other than routine inspections and Maintenance, by Grantee, its agents, employees or contractors on Grantee's pipeline(s) or Facilities within the Franchise Area. Reminders shall be provided to private property owners and tenants 48 hours prior to commencing the work in the form of mailings, telephoning, distribution of flyers or door hangers to residences or any other methods that will remind the adjacent property owner or tenant of the work.

#### 21. PERFORMANCE OF WORK

The Grantee covenants that in consideration for the rights and privileges granted by this Franchise, all work performed by the Grantee on County road rights-of-way shall conform to all applicable County, state and federal requirements including, but not limited to, the current edition of the County Road Standards, the King County Regulations for Accommodations of Utilities on County Road Rights-of-Way and the Washington State Specifications for Road, Bridge and Municipal Construction in force when the work is performed. All traffic control shall also conform to the current edition of the Manual of Uniform Traffic Control Devices in force when the work is performed.

Nothing in this Franchise shall be deemed to impose any duty or obligation upon Grantor to determine the adequacy or sufficiency of Grantee's plans and designs or to ascertain whether Grantee's proposed or actual construction, testing, maintenance, repairs, relocation, replacement or removal is adequate or sufficient or in conformance with the plans and specifications reviewed by Grantor.

#### 22. RESTORATION OF COUNTY ROAD RIGHTS-OF-WAY

After work on, under or adjacent to County road rights-of-way, the Grantee is responsible for and shall leave all County Road Rights-of-Way and other Public Properties in as good a condition as they were in before any work was done. This includes removal of all debris, paving, patching, grading and any other reasonably necessary preparation, repair or restoration to the County road rights-of-way. The restoration shall be done in accordance with the King County Road Design and Construction Standards.

In the event that the Grantee, its contractors, or third parties working on behalf of the Grantee under permit shall fail to restore County road rights-of-way to the satisfaction of the Director, King County may make such repairs or restorations as are necessary to return the County road rights-of-way to its pre-work condition. Upon presentation of an itemized bill for repairs or restorations, including the costs of labor and equipment, the Grantee shall pay the bill within thirty (30) days. If a claim is filed and paid against the

bond, the bond shall be replenished to the full inflation-adjusted Security Amount as specified in Section 15. If suit is brought upon the Grantee's failure to pay for repair and restoration, and if judgment in such a suit is entered in favor of King County, then the Grantee shall pay all of the actual costs, including interest from the date the bill was presented, disbursements, and attorney's fees and litigation related costs incurred.

23. OPERATIONS, MAINTENANCE, INSPECTION, TESTING

Grantee shall Operate, Maintain, inspect and test its Facilities and County property in the Franchise Area utilizing best management practices in full compliance with the applicable provisions of all federal, state and local laws, regulations and standards, as now enacted or hereafter amended, and any other future laws or regulations that are applicable to Grantee's pipeline(s) and Facilities, products and business Operations.

24. EMERGENCY ABATEMENT OF DANGEROUS CONDITIONS

In the event that the County Road Engineer determines that Construction or Operation of the Facilities has caused or contributed to a condition that threatens substantial damage to the County Road Right-of-Way, or endangers the health, safety and welfare of the public, any utilities, or other public property, the County may reasonably require the Grantee to take action to abate the condition, including immediate action or action within a prescribed time under Section 18, herein. In the event that the Grantee fails or refuses to promptly take the actions directed by the County, or fails to fully comply with such directions, or if Emergency conditions exist which require immediate action, the County may take prompt remedial actions as are necessary to abate the conditions and correct the emergency. The Grantee shall be responsible for all costs of the County's abatement actions and those costs may be charged against the security established under Section 15.

25. BLASTING REQUIREMENTS

The right to Operate, Maintain, repair and Construct Grantee's Facilities granted by this Franchise does not preclude King County, its agents or contractors from blasting, grading or doing other road work affecting the Grantee's Facilities. Except in the case of an emergency, the Grantee will be given ten (10) business days written notice of any blasting so that the Grantee may protect its Facilities. If the Grantee notifies the County within twenty (20) business days that the Facilities will have to be relocated to protect them from blasting, the County will defer the blasting for up to one (1) year from the date of the original notice. In no event will the Grantee be given less than two (2) business days written notice of any blasting, unless unforeseen natural disaster that would warrant immediate action. Notification of any excavation shall be provided through the One-Call System as provided by RCW 19.122, as hereinafter amended.

## 26. SURVEY MARKERS AND MONUMENTS

It shall be the responsibility of the Grantee performing any construction work in the County road rights-of-way to restore any survey marker, reference, hubs, or monuments that were disturbed or destroyed during Grantee's work in the areas covered by this Franchise in accordance with RCW 58.09.130 and WAC 332-120, and as hereinafter amended. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the Grantor.

## 27. LEAKS, RUPTURES AND EMERGENCY RESPONSE

Grantee shall have in place, at all times during the term of this Franchise, a system for monitoring safety and service delivery across the Franchise Area. The remote monitoring must be able to accurately detect pipeline failures in a manner sufficient to allow timely response to emergencies and potential hazards.

During the term of this Franchise, Grantee shall have a written emergency response plan and procedure.

Upon acceptance of this Franchise, Grantee shall provide, for Grantor's approval and acceptance, a copy of its emergency response plans and procedures.

Grantee's emergency plans and procedures shall designate Grantee's local emergency response officials and a direct 24-hour emergency contact number. Grantee shall, after being notified of an emergency, cooperate with the Grantor and make every effort to respond as soon as possible to protect the public's health, safety and welfare. Grantee's emergency plans shall also designate communication procedures for contacting local emergency response officials from fire, police, school, and health agencies.

Grantee shall be solely responsible for all necessary costs incurred in responding to any leaks or ruptures from Grantee's pipeline(s) and/or Facilities.

If requested by Grantor in writing, Grantee shall provide a written summary concerning any event within thirty (30) days of the event, including, but not limited to, the date, time, amount, location, response, remediation and other agencies Grantee has notified.

The Grantor may demand that any event be investigated by an independent consultant selected by the Grantor, and shall allow such consultants access to all Grantee Facilities for purposes of the investigation upon written request of the County. Grantee shall be solely responsible for paying all of the consultant's costs and expenses incurred in investigating the occurrence and reporting the findings. Grantee shall meet and confer with the independent consultant following the consultant's investigation to address whether any modifications or additions to Grantee's pipeline(s) and/or Facilities may be warranted.

## 28. REMOVAL, ABANDONMENT IN PLACE

In the event of Grantee's Abandonment of use of its Facilities, or any portion thereof, within the Franchise Area, for a period of 1 year for causes not amounting to force majeure with no immediate intent to resume use, the Grantee shall inform the County in writing. Grantee shall, after notice from the County that the Facilities must be removed, within one hundred and eighty days (180) or such other reasonable period specified by the County, after the cessation of use, remove the Facilities or any portion thereof.

In the event of the removal of all or a portion of the Facilities, Grantee shall restore the Franchise Area to as good or better condition as it was in before the work began.

Removal and restoration work shall be done at Grantee's sole cost and expense and to Grantor's reasonable satisfaction. Grantee shall be responsible for any environmental review required for the removal of any Facility and the payment of any costs of the environmental review.

If Grantee is required to remove its Facilities and fails to do so and/or fails to adequately restore the Franchise Area or other mutually agreed upon action(s), Grantor may, after reasonable notice to Grantee, remove the Facilities, restore the premises and/or take other action as is reasonably necessary at Grantee's expense. This remedy shall not be deemed to be exclusive and shall not prevent the County from seeking a judicial order directing that the Facilities be removed.

With the express written consent of the Grantor, the Grantee, as directed by Grantor, may abandon its Facilities in place. Grantee shall be responsible for any environmental review required for the abandonment of Facilities and the payment of any costs of such environmental review. Grantor's consent to the abandonment of Facilities in place shall not relieve the Grantee of the obligation and/or costs to remove or to alter such Facilities in the future in the event it is reasonably determined that removal or alterations is necessary or advisable for the health and safety of the public, in which case the Grantee shall perform such work at no cost to the Grantor. This paragraph shall survive the expiration, revocation or termination of this Franchise.

## 29. ASSIGNMENT AND WITHDRAWAL

The Grantee shall not have the right to assign this Franchise to third parties without the consent of the King County Council given by Ordinance. No assignment shall be effective unless an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the Franchise, as well as the Security amounts and security instruments required by the Franchise are received. Council approval of the assignment may be made subject to the assignee's acceptance of new or modified terms of the Franchise.

### 30. EXPIRATION AND RENEWAL

All rights granted by this Franchise to County road rights-of-way outside incorporated towns and cities apply only to the existing County road rights-of-way described in Exhibit A during the term of this Franchise.

If the Grantee has initiated a renewal of this Franchise two years or more before it expires, the Council may, at its sole discretion, temporarily extend the term of the Franchise on a month to month basis for up to two year(s).

If the Grantee has not applied for a renewal of this Franchise two years or more before it expires, King County has the right to remove, relocate, or decommission its Facilities and appurtenances of the Grantee as is reasonably necessary for the public's health, welfare, safety, or convenience including, but not limited to, the safe operation of County roads, Franchise holders, or for the construction, renewing, altering, or improving of any County road right-of-way, or facilities of other Franchise holders. Grantee shall be liable for the costs incurred in any removal, relocation, or decommissioning of its Facilities and appurtenances under this section. Costs include the expense of labor and equipment.

If the Grantee has not initiated a renewal of this Franchise two years or more before it expires, the County may, at its sole discretion, discontinue issuing permits for the Construction and installation of new Facilities that would provide additional services or capacity.

### 31. CONTINUATION OF CERTAIN OBLIGATIONS

Upon suspension, revocation, expiration, termination, or abandonment of this Franchise, the Grantee shall continue to be responsible for the operation and maintenance of existing Facilities in the County road rights-of-way as ordered by the County until removed, assigned to another Franchised Utility or abandoned; however, the Grantee shall not have the right to use the Facilities to provide additional services or construct new Facilities. The Grantee shall continue to be responsible for insurance, indemnity and hold harmless, bonding, hazardous materials and environmental compliance, Maintenance, inspection, testing, repair, relocation, removal, performance of work, emergency response and abandonment. King County will issue permits required for the repair and maintenance of the existing Facilities in accordance with K.C.C. 14.44.055 as amended and Section 19 of this Franchise. This section and other pertinent sections of this Franchise shall continue in force until such time as the lines are removed from County road rights-of-way, assigned to another Franchised Utility, or abandoned in place with the approval of the Director of the Department of Transportation, Road Services Division.

32. AMENDMENT

King County reserves the right to amend or change the provisions of this Franchise as, in its judgment, the public good may demand. Amendment shall be by adoption of an ordinance.

33. COMPLIANCE WITH LAWS

Grantee shall conform to all applicable federal, state and local laws and regulations including, but not limited to, the State Environmental Policy Act, King County environmental standards and ordinances, and King County water supply and water service requirements in Chapter 13 of the King County code.

34. NON-DISCRIMINATION CLAUSE

In connection with its performance of work under this Franchise, Grantee shall, fully comply with all applicable equal employment and non-discrimination provisions and requirements of federal, state, and local laws, Presidential Executive orders and regulations.

No person shall be denied, or subjected to discrimination in contracting to perform a service or provide goods made possible by or resulting from this franchise on the grounds of race, color, age (except minimum age and retirement provisions), gender, marital status, sexual orientation, religion, ancestry, national origin, disability or the use of a service or assistive animal by an individual with a disability, unless based upon a bona fide contractual qualification. During the performance of this franchise, Grantee and any party subcontracting under the authority of this franchise shall not discriminate or engage in unfair contracting practices prohibited by KCC 12.17.

No person shall be denied, or subjected to discrimination in employment or in the receipt of employee benefits of any services or activities made possible by or resulting from this franchise. During the performance of this franchise, Grantee and any party subcontracting under the authority of this franchise shall not discriminate or engage in unfair employment practices prohibited by KCC 12.18.

Any violation of this provision shall be considered a violation of a material provision of this Franchise and shall be grounds for cancellation, termination or suspension in whole or in part, of the Franchise by the County and may result in ineligibility for further County agreements.

35. JUDICIAL REMEDIES

Either party shall be entitled to seek any and all remedies at law, in contract or in equity, against the other party, in the event of Default or breach of the Franchise, including without limitation to: 1) compel specific performance by Grantee of its obligations,

restrictions, covenants, representations, or warranties of the Franchise, 2) to restrain by injunction the actual or threatened commission or attempt of a breach or Default of the Franchise, and 3) an award of monetary damages resulting from such violation of the Franchise.

### 36. FRANCHISE REMEDIES FOR VIOLATION OF CONDITIONS

In addition to the judicial remedies available to the parties, each party shall be entitled to pursue the alternative remedies set out in this section. These remedies are cumulative with the judicial remedies and the exercise of one or more of these Franchise remedies shall not preclude a party from seeking appropriate judicial relief.

If either party fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of the Franchise, including Exhibit B and the conditions set out in Ordinance 15643, or if the Grantee abandons the Franchise, and if such noncompliance is not cured as provided herein, then such noncompliance shall be considered an event of Default and the following shall apply:

- A. Opportunity to cure. Either party shall give the other party written notice of any Default, stating with reasonable specificity the events or circumstances and nature of the Default. The party receiving notice shall have thirty (30) days or such lesser or greater time as reasonably specified in the notice to cure the Default. If the party receiving notice fails to cure the Default or to promptly commence and diligently pursue a cure to the reasonable satisfaction of the party giving notice, then the party giving notice may invoke the alternative Franchise remedies set out in this section.
- B. Revocation of Franchise. Grantor may revoke this Franchise in whole or in part, but only upon a majority vote of the County Council. King County shall give reasonable written notice of its intent to revoke this Franchise. A public hearing shall be scheduled in the manner provided for applications for a Franchise under RCW 36.55.040; provided that, if exigent circumstances necessitate expedited revocation, the hearing may be held as soon as possible after the notice. The decision to revoke this Franchise will become effective ninety (90) days following the public hearing if the County, by ordinance, finds either:
1. That the Grantee has not substantially cured the violation or failure to comply which was the basis of the notice; or
  2. That the violation or failure to comply which was the basis of the notice is incapable of cure; or

3. That the Grantee has repeatedly violated or failed to comply with any of the material terms, conditions, or responsibilities of the Franchise, even though the individual violations have been cured; and
4. That the revocation of the Franchise is in the public interest.

C. Suspension of Franchise. The Director may temporarily suspend this Franchise without a hearing whenever the continued work or operation by the Grantee would constitute a danger to public health, safety, welfare or public morals, including, but not limited where there is a failure to maintain the minimum levels and standards of liability insurance or claims reserve or failure to keep in full force and effect any applicable licenses, bonds, permits required by federal, state or local law or regulation, or the Member ratifications and guarantees required by Section 15(C). The notice of temporary suspension may be personally delivered to the party named and to the address given in Section 40 of this Franchise. The notice of temporary suspension shall also be given to the person doing work and posted at the work site. The notice shall indicate the nature of the violation or danger to the public. Notwithstanding other notice and opportunity to cure provisions of this Franchise, the temporary suspension is effective upon actual notice at the date and time provided in the notice. The Grantee may invoke the dispute resolution provisions of Section 38 and seek an opportunity to cure under Section 36 A., which shall not be unreasonably denied.

Grantor's failure to exercise a particular remedy at any time shall not waive Grantor's right to terminate, assess penalties, or assert that or any other remedy at law or equity for any future breach or Default of Grantee.

### 37. RECEIVERSHIP AND FORECLOSURE

Grantee shall immediately notify the Grantor in writing if it: files a voluntary petition in bankruptcy or a voluntary petition to effect a plan or other arrangement with creditors; files an answer admitting the jurisdiction of the Court and the material allegations of an involuntary petition filed pursuant to the Bankruptcy Code, as amended; or is adjudicated bankrupt, makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver or trustee of all or any part of its property including all or any parts of its business Operations or Facilities within or affecting the Franchise Area.

Upon the foreclosure or other judicial sale of all or a substantial part of Grantee's business Operations, pipeline(s) or Facilities within or affecting the Franchise Area, or Facilities within or affecting the Franchise Area, or upon the occasion of additional events which effectively cause termination of Grantee's rights or ability to Operate the Facilities within or affecting the Franchise Area, Grantee shall notify the Grantor of such

fact, and such notification or the occurrence of such terminating events shall be treated as a notification that a change in control of the Grantee has taken place, and the provisions of this Franchise Agreement governing the consent of the Grantor to such change in control of the Grantee shall apply.

The Grantor shall have the right to cancel this Franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of a Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

- A. Within one hundred twenty (120) days after the election or appointment, such receiver or trustee shall have fully complied with all of the provisions of this Franchise Agreement and remedied any existing violations and/or Defaults; and
- B. Within said one hundred twenty (120) days, such receiver or trustee shall have executed an agreement, duly approved by the court having jurisdiction, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise Agreement granted to the Grantee except where expressly prohibited by Washington law.

#### 38. DISPUTE RESOLUTION AND RIGHT OF APPEAL

Decisions, requirements, or approvals of the Director are binding on the parties to this document. In the event of a dispute between Grantor and Grantee arising by reason of this Franchise, the dispute shall first be referred to the representatives designated by Grantor and Grantee to have oversight over the administration of this Franchise. The officers or representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

If the parties are unable to resolve the dispute under the procedure set forth in this section, the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties.

If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies, provided that if the party seeking judicial redress does not substantially prevail in the judicial action, it shall pay the other party's reasonable legal fees and costs incurred in the judicial action.

### 39. NOTICES

Any and all notices and other communications required or permitted to be given under the provisions of this Franchise shall be in writing and shall be deemed to have been duly given when personally delivered or sent by overnight courier or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

To Grantee: Lake Walker Water Association  
c/o Jody Mayer  
37203 West Lake Walker Dr. SE  
Enumclaw, WA 98022

*With a copy to:*

To County: King County Real Estate Services  
Room 500 K.C. Admin. Bldg.  
500 4<sup>th</sup> Avenue  
Seattle, WA 98104

*With a copy to:*

In case of an emergency notices may be given by any means of reliable communication to the persons identified above, or their designee, followed by notice in the manner provided above, as soon as possible.

### 40. SEVERANCE

This Franchise gives effect to purposes and uses which are consistent with economical and efficient services rendered in the public interest. If any provision of this Franchise or its application is determined to be invalid by a court of law, then the remaining provisions of this Franchise shall continue and remain valid unless the dominant purpose of the Franchise would be prevented or the public interest is no longer served. If the dominant purpose would be prevented or the public interest is no longer being served, then the parties shall seek to renegotiate the Franchise in good faith, or either party may invoke the dispute resolution provisions of Section 38.

41. MISCELLANEOUS

Nothing contained in this Franchise shall be construed to create an association, trust, partnership, agency relationship, or joint venture or to impose a trust, partnership, or agency duty, obligation or liability on or with regard to any party. Each party shall be individually and severally liable for its own duties, obligations, and liabilities under this Franchise.

Grantee accepts any privileges granted by Grantor to the Franchise Area, County Roads Rights-of-Way in an "As Is" condition, as provided in Section 10. Grantee agrees that the County has never made any representations, implied or express warranties or guarantees as to the suitability, security or safety of Grantee's location of Facilities or the Facilities themselves in the County Roads Rights-of-Way, public property or possible hazards or dangers arising from other uses of the County Roads Rights-of-Way or other public property by the County or the general public. Grantee shall remain solely and separately liable for the construction, operation, function, testing, maintenance, relocation, removal, replacement and/or repair of the pipeline or other activities permitted under this Franchise.

The parties each represent and warrant that they have full authority to enter into and to perform this Franchise, that they are not in Default or violation of any permit, license, or similar requirement necessary to carry out the terms hereof, and that no further approval, permit, license, certification, or action by a governmental authority is required to execute and perform this Franchise, except such as may be routinely required and obtained in the ordinary course of business.

This Franchise Agreement and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter and it supersedes any oral negotiations between the parties.

Dated this 19 day of November, 2008

KING COUNTY, WASHINGTON

BY 

TITLE King County Executive

**Acceptance of Franchise**

The undersigned, Jody Mayer, certify that I am the Director of the Franchisee and am duly certified to accept this Franchise on behalf of the Franchisee. I accept all the rights, privileges, and duties of this Franchise subject to all terms, conditions, stipulations, and obligations contained herein, and within Ordinance \_\_\_\_\_ unconditionally and without reservation.

**FRANCHISEE  
GRANTEE**

BY Jody Mayer  
TITLE \_\_\_\_\_

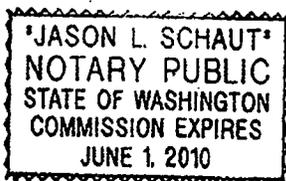
On behalf of the Board of Directors of the Franchisee

Dated this 26 day of December, 2008.

STATE OF Washington |  
CITY OF Enumclaw | ss.

I certify that I know or have satisfactory evidence that Jody Mayer is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Franchisee, a Washington Water Association, to be the free and voluntary act of such association for the uses and purposes mentioned in the instrument.

Dated this 26 day of December, 2008.



[Signature]  
(Signature of Notary)  
Jason L Schaut  
Print Name  
Notary public in and for the state of  
Washington, residing at King County  
My appointment expires 6-1-2010

RECEIVED  
2008 DEC 29 AM 10:56  
KING COUNTY CLERK COUNCIL

**EXHIBIT A**

Lot 24, Lake Walker Recreation Tracts, according to the plat thereof recorded in Volume 48 of Plats, page 30, records of King County, Washington. (Tax Account No. 4102000120)

Lot 25, Lake Walker Recreation Tracts, according to the plat thereof recorded in Volume 48 of Plats, page 30, records of King County, Washington. (Tax Account No. 4102000125)

Lot 26, Lake Walker Recreation Tracts, according to the plat thereof recorded in Volume 48 of Plats, page 30, records of King County, Washington. (Tax Account No. 4102000130)

Lot 27, Lake Walker Recreation Tracts, according to the plat thereof recorded in Volume 48 of Plats, page 30, records of King County, Washington. (Tax Account No. 4102000135)

Lot 28, Lake Walker Recreation Tracts, according to the plat thereof recorded in Volume 48 of Plats, page 30, records of King County, Washington. (Tax Account No. 4102000140)

Lot 1, K.C. Short Plat No. 481002, as recorded under Recording No. 8301120738, records of King County, Washington. (Tax Account No. 342107-9080)

Lot 2, K.C. Short Plat No. 481002, as recorded under Recording No. 8301120738, records of King County, Washington. (Tax Account No. 342107-9051)

Lot 1, K.C. Short Plat No. 681068R, as recorded under Recording No. 8309260910, records of King County, Washington. (Tax Account No. 342107-9081)

Lot 2, K.C. Short Plat No. 681068R, as recorded under Recording No. 8309260910, records of King County, Washington. (Tax Account No. 342107-9082)

**EXHIBIT B**  
**SPECIAL TERMS AND CONDITIONS**

1. **RESERVATION OF RIGHTS**

King County specifically reserves for itself the right to impose a Utility tax on the Grantee if such taxing authority is granted by State of Washington and the local option is exercised by the King County Council.

King County also specifically reserves the right to exercise authority it has or may acquire in the future to secure and receive fair market compensation for the use of its property, pursuant to an ordinance. If King County elects to exercise such authority, the fair market compensation requirement for Grantee shall be imposed by ordinance not less than one hundred eighty (180) days after written notice ("Compensation Notice") is delivered to the Grantee, said Compensation Notice identifying with specificity the definition, terms and/or formula to be used in determining such fair market compensation.

Nothing in this Franchise may be construed to limit the exercise of authority now or later possessed by the County or any Other Governing Body having competent jurisdiction to fix just, reasonable and compensatory rates or other requirements for services under the Franchise. Nothing in this section shall be construed to prohibit the Grantee from challenging, in King County Superior Court or a court of competent jurisdiction, the authority of the County or any Other Governing Body to fix rates or other requirements for service.

2. **REPRESENTATIONS AND WARRANTIES**

The Grantee represents and warrants that:

- A. **ORGANIZATION.** The Grantee is a Water Association duly organized, validly existing in good standing and qualified to do business in the State of Washington. The Grantee will notify the County of any changes to the Franchisee status, changes the Grantees financial obligations or would affect Grantee's ability to perform is obligations under the Franchise.
- B. **LEGAL CAPACITY.** The Grantee that it (a) has all requisite power and authority and all necessary government licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) lawfully execute, deliver, and perform its obligations under this Franchise, and (b) is duly authorized, appointed and delegated the authority to contract, to accept and enter into this Franchise and to be bound to perform the obligations set forth herein.

- C. **WARRANTY OF FINANCIAL CAPABILITY** Grantee is currently, and will remain throughout the term of the Franchise, financially able to perform all obligations set forth in this agreement. Grantee will promptly notify Grantor of any changes in its' financial condition that will affect its' ability to perform the obligations of this Franchise.

**4. MITIGATION**

It is a condition of the Franchise that the Franchisee shall mitigate adverse affects of the project construction to the reasonable satisfaction of the County.

**5. OPTION TO PURCHASE FACILITIES ON TERMINATION**

On termination of the Franchise, regardless of the cause of termination, the Grantor may purchase, condemn, or acquire that in any other lawful manner all or any portion of the real property, plant, Facilities, and equipment used by Grantor in its Operations under the Franchise.

Subject to the provisions of Section 8 of the Franchise, fair valuation of the real property, plant, Facilities, and equipment that Grantor has designated for its acquisition shall be based upon the fair value of the real property, plant, Facilities and equipment, reduced by the amount of any lien, encumbrance, or obligation of Grantee that Grantor may agree to assume, but shall not be determined by stockholder investment or expectation of profits and shall not include any sum for the value of the unexpired portion of the Franchise.

# Appendix D

## 1. Lease Agreement

**Seattle Logistics Center 1**

**Landlord**

**AMB INSTITUTIONAL ALLIANCE FUND III, L.P.,  
a Delaware limited partnership**

**Tenant**

**KING COUNTY,  
a political subdivision of the State of Washington**

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EXHIBIT K  
GLOSSARY

**AMB PROPERTY CORPORATION  
INDUSTRIAL MULTI-TENANT LEASE**

**1. Basic Provisions ("Basic Provisions").**

1.1 Parties: This Lease ("Lease") dated as of January 15, 2010, is made by and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, ("Landlord") and KING COUNTY, a political subdivision of the State of Washington ("Tenant") (collectively the "Parties," or individually a "Party").

1.2 Premises: A portion, approximately 20,399 SF, approximately 5,428 SF of which is office area, outlined on Exhibit A (Premises and Site Plan) attached hereto ("Premises"), of the building ("Building") located at 855 South 192<sup>nd</sup> Street, Suite 1000 in the City of SeaTac, State of Washington. The Building is located in the industrial center commonly known as Seattle Logistics Center 1, Building B (the "Industrial Center"). Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.3 below), but shall not have any rights to the roof, exterior walls or utility raceways of the Building or to any other buildings in the Industrial Center. The Premises, the Building, the Common Areas, the land upon which they are located and all other buildings and improvements thereon are herein collectively referred to as the "Industrial Center."

1.3 Term: The term of this Lease ("Term") shall commence upon the mutual execution of this Lease ("Commencement Date") and end on the last day of the month that is ten (10) years after the month in which Tenant is obligated to commence the payment of Rent under this Lease ("Expiration Date"). Tenant is obligated to commence the payment of Rent under this Lease (the "Rent Commencement Date") on the date Landlord's Work (as defined in Exhibit F-1) is Substantially Complete (as defined in Exhibit F-1). Upon the mutual execution of this Lease, Tenant shall have early access to the Premises for the sole purpose of installing Tenant's furniture, fixtures and equipment in the Premises subject to not unreasonably interfering with Landlord's Work (and if any such interference exists, Tenant shall immediately cease any activities that Landlord believes creates such interference).

In the event of a flood in the Green River Valley impacting Tenant's existing occupancy therein, or in reasonable anticipation of a flood, as determined by Tenant, Tenant may occupy the Premises prior to the completion of Landlord's Work and Tenant's installation of furniture, fixtures and equipment on an emergency basis upon reasonable notice to Landlord; provided, however, if any such occupancy of the Premises interferes with the performance of Landlord's Work, Tenant shall immediately cease such occupancy to the extent such occupancy interferes with the performance of Landlord's Work until such time Landlord determines that Tenant may resume such occupancy without interfering with the performance of Landlord's Work.

1.4 Base Rent: \$ See Below per month ("Base Rent"). \$11,646.00 payable on execution of this Lease for period of the first month's Base Rent and Operation Expenses.

Months	Base Rent
1 - 12	\$8,349.00 + NNNs
13 - 24	\$9,969.00 + NNNs
25 - 36	\$12,870.00 + NNNs
37 - 48	\$13,256.00 + NNNs
49 - 60	\$13,654.00 + NNNs
61 - 72	\$14,063.00 + NNNs
73 - 84	\$14,485.00 + NNNs
85 - 96	\$14,920.00 + NNNs
97 - 108	\$15,367.00 + NNNs
109 - 120	\$15,828.00 + NNNs

1.5 Tenant's Share of Operating Expenses ("Tenant's Share"):

(a) Industrial Center	18,992 sf / 220,855 sf	8.60%
(b) Building	18,992 sf / 86,752 sf	21.89%

For purposes of calculating Tenant's Share of Operating Expenses, the approximate square footage of the Premises has been reduced by 1,407 square feet (from 20,399 to 18,992) to reflect that Tenant is not obligated to pay for Operating Expenses attributable to the approximately 1,407 square feet of mezzanine office space in the Premises.

1.6 Tenant's Estimated Monthly Rent Payment: Following is the estimated Monthly Rent Payment to Landlord pursuant to the provisions of this Lease. This estimate is made at the inception of the Lease and is subject to adjustment pursuant to the provisions of this Lease:

(a)	Base Rent (Paragraph 4.1)	\$ 8,349.00
(b)	Operating Expenses (Paragraph 4.2, excluding Real Property Taxes and Landlord Insurance)	\$ 1,430.00
(c)	Landlord Insurance (Paragraph 8.3)	\$ 165.00
(d)	Real Property Taxes (Paragraph 10)	\$ 1,702.00
<b>Total Estimated Monthly Payment</b>		<b>\$11,646.00</b>

1.7 Security Deposit: \$None ("Security Deposit").

1.8 Permitted Use ("Permitted Use"): General office and storage and light industrial and for no other purpose.

1.9 Guarantor: N/A.

1.10 Addenda and Exhibits: Attached hereto are the following Addenda and Exhibits, all of which constitute a part of this Lease:

- |     |             |   |
|-----|-------------|---|
| (a) | Addendum 1: | Remedies Addendum                                 |
|     | Addendum 2: | Additional Lease Provisions                       |
| (b) | Exhibits:   | Exhibit A: Premises and Site Plan                 |
|     |             | Exhibit B: Rent Commencement Date Certificate     |
|     |             | Exhibit C: Rules and Regulations                  |
|     |             | Exhibit D: Landlord's Waiver                      |
|     |             | Exhibit E: Environmental Questionnaire            |
|     |             | Exhibit F-1: Work Letter Agreement                |
|     |             | Exhibit F-2: Property Tenant Improvement Finishes |
|     |             | Exhibit F-3: Final Drawings                       |
|     |             | Exhibit G-1: Signage                              |
|     |             | Exhibit G-2: Secondary Signage Example            |
|     |             | Exhibit H: Intentionally Deleted                  |
|     |             | Exhibit I: Legal Description                      |
|     |             | Exhibit J: Intentionally Deleted                  |
|     |             | Exhibit K: Move Out Standards                     |

1.11 Address for Rent Payments: All amounts payable by Tenant to Landlord shall until further notice from Landlord be paid to AMB Institutional Alliance Fund III, L.P., Seattle Logistics Center 1 c/o GGL Real Estate Services, Inc. at the following address:

AMB Institutional Alliance Fund III (Sea Log 1)  
c/o GGL Real Estate Services, Inc.  
P. O. Box 6156  
Hicksville, NY 11802-6156

## 2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and conditions set forth in this Lease. Any statement of square footage set forth in this Lease or that may have been used in calculating Base Rent and/or Operating Expenses is an approximation which Landlord and Tenant agree is reasonable and the Base Rent and Tenant's Share based thereon is not subject to revision whether or not the actual square footage is more or less; provided, however, Tenant's Share may be adjusted pursuant to Paragraph 4.2(b) herein. Tenant accepts the Premises in its present condition, and state of repair and operating order; provided, however, Landlord shall deliver possession of the Premises to Tenant in accordance with Exhibit F-1 and Exhibit F-2 and in broom clean condition with all mechanical systems and dock doors serving the Premises in good working condition. Except as expressly set forth in this Lease, Landlord makes no representation or warranty regarding the usability or functionality of the Premises for Tenant's use of the Premises, it being understood that it is Tenant's sole responsibility to verify that the Premises is appropriate for Tenant's use of the Premises.

2.2 Common Areas - Definition. "Common Areas" are all areas and facilities outside the Premises and within the exterior boundary line of the Industrial Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Industrial Center and their respective employees, suppliers, shippers, tenants, contractors and invitees.

2.3 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or covenants, conditions and restrictions governing the use of the Industrial Center.

2.4 Common Areas - Rules and Regulations. Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations with respect thereto in accordance with Paragraph 16.19.

2.5 Common Area Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Industrial Center to be a part of the Common Areas so long as such designations of additional areas as part of the Common Areas do not materially increase the amounts payable under this Lease by Tenant as Operating Expenses;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Industrial Center, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Industrial Center as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

2.6 Parking. Tenant may use a proportionate share of undesignated vehicle parking spaces, unreserved and unassigned, on those portions of the Common Areas designated by Landlord for such parking, no less than fourteen (14) parking spaces of which are located directly in front of the Premises and no less than six (6) parking spaces of which are located directly behind the Premises. Tenant shall not use more parking spaces than such number. Such parking spaces shall be used only for parking by vehicles no larger than full sized passenger automobiles or pick-up trucks. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described herein, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable as additional rent upon demand by Landlord.

### 3. Term.

3.1 Term. The Commencement Date, Rent Commencement Date, Expiration Date and Term of this Lease are as specified in Paragraph 1.3.

3.2 Delay in Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant with Landlord's Work Substantially Complete by the date that is sixty (60) days after the date Landlord receives permits for the performance of Landlord's Work (the "Outside Delivery Date", which Outside Delivery Date shall be extended to the extent provided for in Exhibit F-1), Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder; provided, however, Tenant shall be entitled to one (1) day's free Base Rent for each day that Landlord is delayed after the Outside Delivery Date in delivering possession of the Premises to Tenant. In such case, Tenant shall not, except as otherwise provided herein, be obligated to pay Rent or perform any other obligation of Tenant under the terms of this Lease until the earlier of the date Landlord delivers possession of the Premises to Tenant, or the date that Tenant takes possession of the Premises.

3.3 Rent Commencement Date Certificate. At the request of Landlord, Tenant shall execute and deliver to Landlord a completed certificate ("Rent Commencement Date Certificate") in the form attached hereto as Exhibit B.

4. Rent.

4.1 Base Rent. Tenant shall pay to Landlord Base Rent and other monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations are herein referred to as "Additional Rent") in lawful money of the United States, without offset or deduction, in advance on or before the first day of each month. Base Rent and Additional Rent for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and Additional Rent shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant. Base Rent and Additional Rent are collectively referred to as "Rent". All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

4.2 Operating Expenses. Tenant shall pay to Landlord on the first day of each month during the term hereof, in addition to the Base Rent, Tenant's Share of all Operating Expenses in accordance with the following provisions:

(a) "Operating Expenses" are all costs incurred by Landlord relating to the ownership and operation of the Industrial Center, Building and Premises including, but not limited to, the following:

(i) The operation, repair, maintenance and replacement in neat, clean, good order and condition of the Common Areas, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, drainage systems, lighting facilities, fences and gates, exterior signs and tenant directories.

(ii) Water, gas, electricity, telephone and other utilities servicing the Common Areas.

(iii) Trash disposal, janitorial services, snow removal, property management and security services, each to the extent provided by Landlord with respect to the Common Areas, including without limitation a property management fee (not to exceed three percent (3.0%) of annual gross rents payable under this Lease), accounting, auditing, billing, postage, salaries and benefits for clerical and supervisory employees, whether located at the Industrial Center or off-site so long as such costs are attributable solely to the Building (and/or the Industrial Center), payroll taxes and legal and accounting costs and all fees, licenses, and permits related to the ownership, operating and management of the Industrial Center.

(iv) Real Property Taxes.

(v) Premiums and deductibles for the insurance policies maintained by Landlord under Paragraph 8 hereof.

(vi) Environmental monitoring and insurance programs; provided, however, in no event shall Operating Expenses include costs to remediate Hazardous Substances present in the Industrial Center (including, without limitation, the costs of monitoring wells as part of such remediation).

(vii) Monthly amortization of capital improvements to the Common Areas and the Building. The monthly amortization of any given capital improvement shall be on a straight line basis and shall be the sum of the: (i) quotient obtained by dividing the cost of the capital improvement by Landlord's estimate of the number of months of useful life of such improvement (as determined in Landlord's reasonable business judgment), and (ii) an amount equal to the cost of the capital improvement times 1/12 of the lesser of twelve percent (12%) or the maximum annual interest rate permitted by law; provided, however, in no event shall Operating Expenses include: (a) capital improvements to the structure of the Building or to the structure of the roof of the Building, or (b) capital improvements in connection with the expansion of the size of the Building or the construction of new buildings in the Industrial Center.

(viii) Maintenance of the Building including, but not limited to, painting, caulking and repair and replacement of Building components (subject to amortization as provided in 4.2(a)(vii) to the extent a capital improvement), including, but not limited to, roof, skylights, elevators and fire detection and sprinkler systems.

(ix) Maintenance and repairs of the heating, ventilating and air conditioning systems serving the Premises ("HVAC").

(x) If Tenant fails to maintain the Premises, any reasonable expense incurred by Landlord for such maintenance.

(b) Tenant's Share of Operating Expenses that are not specifically attributed to the Premises or Building ("Common Area Operating Expenses") shall be that percentage shown in Paragraph 1.5(a). Tenant's Share of Operating Expenses that are attributable to the Building ("Building Operating Expenses") shall be that percentage shown in Paragraph 1.5(b). Tenant's Share is subject to periodic review and adjustment by Landlord to accurately reflect Tenant's prorate share of the improvements then comprising the Building or the Industrial Center. Landlord shall reasonably determine which Operating Expenses are Common Area Operating Expenses, Building Operating Expenses or expenses to be entirely borne by Tenant; provided, however, with respect to the HVAC systems serving the Premises, Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection with such HVAC systems within thirty (30) days after written request therefor, and notwithstanding anything to the contrary contained in this Lease, Landlord shall not be required to amortize any capital improvements to such HVAC system.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose any obligation upon Landlord to either have said improvements or facilities or to provide those services.

(d) Tenant shall pay monthly in advance on the same day as the Base Rent is due Tenant's Share of estimated Operating Expenses. Landlord shall deliver to Tenant within ninety (90) days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual Operating Expenses incurred during the preceding year. If Tenant's estimated payments under this Paragraph 4(d) during the preceding year exceed Tenant's Share as indicated on said statement, Tenant shall be credited or refunded at the Landlord's option the amount of such overpayment against Tenant's Share of Operating Expenses next becoming due. If Tenant's estimated payments under this Paragraph 4.2(d) during said preceding year were less than Tenant's Share as indicated on said statement, Tenant shall pay to Landlord the amount of the deficiency within ten (10) days after delivery by Landlord to Tenant of said statement. At any time Landlord may adjust the amount of the estimated Tenant's Share of Operating Expenses to reflect Landlord's estimate of such expenses for the year.

(e) So long as Tenant is not in default of this Lease, Tenant shall have the right, upon thirty (30) days written request, to review Landlord's records concerning Operating Expenses for the immediately prior calendar year, which request must be delivered within sixty (60) days after the date Landlord's annual statement of Operating Expenses is delivered to Tenant (and if Tenant fails to object in writing to specific Operating Expenses within one-hundred twenty (120) days after the date Landlord's annual statement of Operating Expenses is delivered to Tenant, Tenant shall be deemed to have approved the same and to have waived the right to object to such calculations); provided, however, Tenant shall have no right to review the Operating Expenses: (i) more than one time during a calendar year, or (ii) if the Operating Expenses for the calendar year in question are not more than five percent (5%) higher than the Operating Expenses for the immediately prior calendar year. Such review shall occur during regular business hours at the site Landlord maintains such records. If Tenant questions any Operating Expenses, Landlord shall provide reasonably satisfactory evidence of the validity of Landlord's calculation (which evidence may be in summary statement (as opposed to the original invoice)) or adjust the item. Disputes which cannot be resolved after a reasonable period of good faith negotiations between the parties shall be resolved by a nationally recognized accounting firm selected by Landlord (the "CPA"), which CPA shall not then be employed by Landlord or Tenant. If such audit discloses that Tenant has overpaid Tenant's share of Operating Expenses, Landlord shall give Tenant credit on Operating Expenses with respect to such amount, or if the Lease is at the end of the Term, refund such amount to Tenant. Tenant shall pay all costs and expenses of the audit by the CPA. Tenant hereby agrees to keep the results of any such audit confidential to the extent allowed by law except that Tenant may disclose such information to its accountants, legal advisors or as otherwise required by law, and to require Tenant's auditor and its employees and each of their respective attorneys and advisors likewise to keep the results of such audit in strictest confidence.

**5. Security Deposit.** Tenant shall deposit with Landlord upon Tenant's execution hereof the Security Deposit set forth in Paragraph 1.7 as security for Tenant's faithful performance of the Tenants obligations under this Lease. If Tenant fails to pay Base Rent or Additional Rent or otherwise defaults under this Lease (as defined in Paragraph 13.1), Landlord may use the Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, cost, expense, loss or damage (including attorney's fees) which

Landlord may suffer or incur by reason thereof. Tenant shall on demand pay Landlord the amount so used or applied so as to restore the Security Deposit to the amount set forth in Paragraph 1.6. Landlord shall not be required to keep all or any part of the Security Deposit separate from its general accounts. Landlord shall, at the expiration or earlier termination of the term hereof and after Tenant has vacated the Premises, return to Tenant that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Tenant under this Lease.

6. Use.

6.1 Permitted Use. Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8. Tenant shall not commit any nuisance, permit the emission of any objectionable noise or odor, suffer any waste, make any use of the Premises which is contrary to any law or ordinance or which will invalidate or increase the premiums for any of Landlord's insurance. Tenant shall not service, maintain or repair vehicles on the Premises, Building or Common Areas; provided, however, nothing contained in this Lease shall preclude or prohibit Tenant from installing and repairing radio and related electronic equipment in vehicles. Tenant shall not store foods, pallets, drums or any other materials outside the Premises.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises, or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit.

(b) Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance is located in, under or about the Premises or the Building, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

(c) Tenant Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, Landlord's affiliates, Lenders, and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of the foregoing ("Landlord Entities") and the Premises, harmless from and against any and all damages,

liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or by any of Tenant's employees, agents, contractors or invitees. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved. Tenant's obligations under this Paragraph 6.2(c) shall survive the expiration or earlier termination of this Lease.

6.3 Tenant's Compliance with Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information evidencing Tenant's compliance with any Applicable Requirements and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection: Compliance with Law. In addition to Landlord's environmental monitoring and insurance program, the cost of which is included in Operating Expenses, Landlord and the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements. Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The cost and expenses of any such inspections shall be paid by the party requesting same unless a violation of Applicable Requirements exists or is imminent or the inspection is requested or ordered by a governmental authority. In such case, Tenant shall upon request reimburse Landlord or Landlord's Lender, as the case may be, for the costs and expenses of such inspections.

6.5 Tenant Move-In Questionnaire. Prior to executing this Lease, Tenant has completed, executed and delivered to Landlord, Tenant's Move-In and Lease Renewal Environmental Questionnaire (the "Tenant Move-In Questionnaire"), a copy of which is attached hereto as Exhibit E and incorporated herein by this reference. Tenant covenants, represents and warrants to Landlord that the information on the Tenant Move-In Questionnaire is true and correct and accurately describes the use(s) of Hazardous Substances which will be made and/or used on the Premises by Tenant.

## 7. Maintenance, Repairs, Trade Fixtures and Alterations.

### 7.1 Tenant's Obligations

Subject to the provisions of Paragraph 7.2 (Landlord's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connectors if within the Premises, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and dock doors related equipment (including but not limited to dock levelers, bumpers, lights and adjacent dock wells), but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

7.2 Landlord's Obligations. Subject to the provisions of Paragraph 6 (Use), Paragraph 7.1 (Tenant's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Landlord, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations and exterior walls of the Building, utility

systems outside the Building, Building roof and common areas. Subject to reimbursement pursuant to Paragraph 4.2, Landlord shall also repair and maintain the HVAC system serving the Premises.

7.3 Alterations Tenant shall not install any signs, fixtures, improvements, nor make or permit any other alterations or additions (individually, an "Alteration", and collectively, the "Alterations") to the Premises without the prior written consent of Landlord, except for Alterations that cumulatively cost less than Two Thousand Five Hundred Dollars (\$2,500.00) and which do not affect the Building systems or the structural integrity or structural components of the Premises or the Building. In all events, Tenant shall deliver at least ten (10) days prior notice to Landlord, from the date Tenant intends to commence construction, sufficient to enable Landlord to post a Notice of Non-Responsibility and Tenant shall obtain all permits or other governmental approvals prior to commencing any of such work and deliver a copy of same to Landlord. All Alterations shall be at Tenant's sole cost and expense in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord, and shall be installed by a licensed, insured, and bonded contractor (reasonably approved by Landlord) in compliance with all applicable Laws (including, but not limited to, the ADA), and all recorded matters and rules and regulations of the Industrial Center. In addition, all work with respect to any Alterations must be done in a good and workmanlike manner. Landlord's approval of any plans, specifications or working drawings for Tenant's Alterations shall not create nor impose any responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with any laws, ordinances, rules and regulations of governmental agencies or authorities. In performing the work of any such Alterations, Tenant shall have the work performed in such a manner as not to obstruct access to the Industrial Center, or the Common Areas for any other tenant of the Industrial Center, and as not to obstruct the business of Landlord or other tenants in the Industrial Center, or interfere with the labor force working in the Industrial Center. As Additional Rent hereunder, Tenant shall reimburse Landlord, within ten (10) days after demand, for actual legal, engineering, architectural, planning and other expenses incurred by Landlord in connection with Tenant's Alterations. If Tenant makes any Alterations, Tenant agrees to carry "Builder's All Risk" insurance, in an amount approved by Landlord and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant in accordance with the terms of this Lease immediately upon completion thereof. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Tenant shall, prior to construction of any and all Alterations, cause its contractor(s) and/or major subcontractor(s) to provide insurance as reasonably required by Landlord, and Tenant shall provide such assurances to Landlord, including without limitation, waivers of lien, surety company performance bonds as Landlord shall require to assure payment of the costs thereof to protect Landlord and the Industrial Center from and against any loss from any mechanic's, materialmen's or other liens.

7.4 Surrender/Restoration. Tenant shall surrender the Premises by the end of the last day of the Lease term or any earlier termination date, clean and free of debris and in good operating order, condition and state of repair ordinary wear and tear excepted per the attached Exhibit K.

## 8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premiums for the insurance policies maintained by Landlord under this Paragraph 8 shall be a Common Area Operating Expense pursuant to Paragraph 4.2 hereof. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Rent Commencement Date or Expiration Date.

### 8.2 Tenant's Insurance.

(i) At its sole cost and expense, in the event Tenant elects not to self-insure, Tenant shall maintain in full force and effect during the Term of the Lease the following insurance coverages insuring against claims which may arise from or in connection with the Tenant's operation and use of the leased Premises.

(a) Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence; \$3,000,000 general aggregate for bodily injury, personal injury and property damage. If required by Landlord, liquor liability coverage will be included.

(b) Workers' Compensation insurance with statutory limits and Employers Liability with a \$1,000,000 per accident limit for bodily injury or disease.

(c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles with a \$1,000,000 per accident limit for bodily injury and property damage.

(d) Property insurance against all risks of loss to any tenant improvements or betterments and business personal property on a full replacement cost basis with no coinsurance penalty provision; and Business Interruption Insurance with a limit of liability representing loss of at least approximately six (6) months of income.

(ii) Tenant shall deliver to AMB or Landlord's property management company certificates of all insurance reflecting evidence of required coverages prior to initial occupancy; and annually thereafter.

(iii) If, in the opinion of Landlord's insurance advisor, the amount or scope of such coverage is deemed inadequate at any time during the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord's advisor deems adequate.

(iv) All insurance required under Paragraph 8.2 (i) shall be primary and non-contributory (ii) shall provide for severability of interests, (iii) shall be issued by insurers, licensed to do business in the state in which the Premises are located and which are rated A:VII or better by Best's Key Rating Guide, (iv) shall be endorsed to include Landlord and such other persons or entities as Landlord may from time to time designate, as additional insureds (Commercial General Liability only), and (v) shall be endorsed to provide at least thirty (30) days prior notification of cancellation or material change in coverage to said additional insureds.

(v) **Tenant's Self Insurance Rights.** King County, a charter county government under the constitution of the State of Washington, hereinafter referred to as "Tenant," maintains a fully funded self-insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. Landlord acknowledges, agrees and understands that Tenant is self-funded for all of its liability exposures. Tenant agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Lease. Tenant agrees to provide Landlord with at least thirty (30) days prior written notice of any material change in Tenant's self-funded program and will provide Landlord with a certificate of self-insurance as adequate proof of coverage. Landlord further acknowledges, agrees and understands that Tenant does not purchase Commercial General Liability insurance and is a self-insured government entity; therefore, Tenant does not have the ability to add Landlord as an additional insured. Should Tenant elect to cease self-insuring its liability exposures and purchase Commercial General Liability insurance, Tenant agrees to add Landlord as an additional insured and comply with Paragraph 8.2 (i) through (iv).

8.3 **Landlord's Insurance.** Landlord may, but shall not be obligated to, maintain all risk, including earthquake and flood, insurance covering the buildings within the Industrial Center, Commercial General Liability insurance, and such other insurance in such amounts and covering such other liability or hazards as deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage. Premiums for any such insurance shall be a Common Area Operating Expense.

8.4 **Waiver of Subrogation.** To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other on account of any and all claims Landlord or Tenant may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage.

8.5 **Indemnity.** Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of:

(i) any damage to any property (including but not limited to property of any Landlord Entity) or death or injury to any person occurring in or about the Premises, the Building or the Industrial Center to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault or omission by or of Tenant, its agents, servants, employees, invitees, or visitors;

(ii) the conduct or management of any work or anything whatsoever done by the Tenant on or about the Premises or from transactions of the Tenant concerning the Premises;

(iii) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or

(iv) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

The provisions of this Paragraph 8.5 shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

**8.6 Exemption of Landlord from Liability.** Except to the extent caused by the gross negligence or willful misconduct of Landlord, Landlord Entities shall not be liable for and Tenant waives any claims against Landlord Entities for injury or damage to the person or the property of Tenant, Tenant's employees, contractors, invitees, customers or any other person in or about the Premises, Building or Industrial Center from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from: (i) fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or (ii) from the condition of the Premises, other portions of the Building or Industrial Center. Landlord shall not be liable for any damages arising from any act or neglect of any other tenants of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Industrial Center. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property or injury to persons arising from any act of God, such as earthquakes, hurricanes, floods, or similar events.

## **9. Damage or Destruction.**

**9.1 Termination Right.** Tenant shall give Landlord immediate written notice of any damage to the Premises. Subject to the provisions of Paragraph 9.2, if the Premises or the Building shall be damaged to such an extent that there will be substantial interference for a period exceeding two hundred seventy (270) consecutive days with the conduct by Tenant of its business at the Premises, then either party, at any time prior to commencement of repair of the Premises and following ten (10) days written notice to the other party, may terminate this Lease effective thirty (30) days after delivery of such notice to the other party. Further, if any portion of the Premises is damaged and is not fully covered by the aggregate of insurance proceeds received by Landlord and any applicable deductible or if the holder of any indebtedness secured by the Premises requires that the insurance proceeds be applied to such indebtedness, and Tenant does not voluntarily contribute any shortfall thereof to Landlord, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within thirty (30) days after the date of notice to Tenant of any such event. Any termination shall not excuse the performance by Tenant of those covenants which under the terms hereof survive termination. Rent shall be abated in proportion to the degree of interference during the period that there is such substantial interference with the conduct of Tenant's business at the Premises. Abatement of rent and Tenant's right of termination pursuant to this provision shall be Tenant's sole remedy for failure of Landlord to keep in good order, condition and repair the foundations and exterior walls of the Building, Building roof, utility systems outside the Building, the Common Areas and HVAC.

**9.2 Damage Caused by Tenant.** Tenant's termination rights under Paragraph 9.1 shall not apply if the damage to the Premises or Building is the result of any act or omission of Tenant or of any of Tenant's agents, employees, customers, invitees or contractors ("Tenant Acts"). Any damage resulting from a Tenant Act shall be promptly repaired by Tenant. Landlord at its option may at Tenant's expense repair any damage caused by Tenant Acts. Tenant shall continue to pay all rent and other sums due hereunder and shall be liable to Landlord for all damages that Landlord may sustain resulting from a Tenant Act.

## **10. Real Property Taxes.**

**10.1 Payment of Real Property Taxes.** Landlord shall pay the Real Property Taxes due and payable during the term of this Lease and, except as otherwise provided in Paragraph 10.3, any such amounts shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

**10.2 Real Property Tax Definition.** As used herein, the term "Real Property Taxes" is any form of tax or assessment, general, special, ordinary or extraordinary, imposed or levied upon (a) the Industrial Center, (b) any interest of Landlord in the Industrial Center, (c) Landlord's right to rent or other income from the Industrial Center, and/or (d) Landlord's business of leasing the Premises. Real Property Taxes include (i) any license fee, commercial rental tax, excise tax, improvement bond or bonds, levy, local improvement district assessment or tax; (ii) any tax

or charge which replaces or is in addition to any of such above-described "Real Property Taxes" and (iii) any fees, expenses or costs (including attorney's fees, expert fees and the like) incurred by Landlord in protesting or contesting any assessments levied or any tax rate. The term "Real Property Taxes" shall also include any increase resulting from a change in the ownership of the Industrial Center or Building, or the improvements thereon the execution of this Lease or any modification, amendment or transfer thereof. Real Property Taxes for tax years commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Rent Commencement Date or Expiration Date.

10.3 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed.

10.4 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's improvements, fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Industrial Center.

10.5 Additional Improvements. Operating Expenses shall not include Real Property Taxes attributable to improvements placed upon the industrial Center by other tenants or by Landlord for the exclusive enjoyment of such other tenants. Tenant shall, however, pay to Landlord at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed by reason of improvements placed upon the Premises by Tenant or at tenant's request.

11. Utilities. Tenant shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, telephone, trash removal, security, gas, garbage and waste disposal, and cleaning of the Premises, together with any taxes thereon.

## 12. Assignment and Subletting.

### 12.1 Landlord's Consent Required.

(a) Tenant shall not assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Relevant criteria in determining reasonability of consent include, but are not limited to, credit history of a proposed assignee or sublessee, references from prior landlords, any change or intensification of use of the Premises or the Common Areas and any limitations imposed by the Internal Revenue Code and the Regulations promulgated thereunder relating to Real Estate Investment Trusts. It shall be reasonable for Landlord to deny consent to any sublease or assignment request where the proposed transferee (or any person or entity which directly or indirectly controls, is controlled by, or is under common control with the proposed transferee) is an existing tenant or occupant of the Industrial Center or a person or entity with whom Landlord is then dealing, or with whom Landlord has had any dealings within the previous six (6) months, with respect to the leasing of space in the Industrial Center. Assignment or sublet shall not release Tenant from its obligations hereunder. Tenant shall not (i) sublet or assign or enter into other arrangements such that the amounts to be paid by the sublessee or assignee thereunder would be based, in whole or in part, on the income or profits derived by the business activities of the sublessee or assignee; (ii) sublet the Premises or assign this Lease to any person in which Landlord owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code (the "Code"); or (iii) sublet the Premises or assign this Lease in any other manner which could cause any portion of the amounts received by Landlord pursuant to this Lease or any sublease to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or which could cause any other income received by Landlord to fail to qualify as income described in Section 856(c)(2) of the Code. The requirements of this Paragraph 12.1 shall apply to any further subleasing by any subtenant.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting or management control of Tenant shall constitute a change in control for this purpose.

(c) No acceptance by Landlord of any rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any assignment, sublease, or transfer. No such assignment, subletting, occupancy or collection shall be deemed the acceptance of the assignee, tenant or occupant, as Tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. Any assignment or sublease consented to by Landlord shall not

relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

12.2 Rent Adjustment. If, as of the effective date of any permitted assignment or subletting the then remaining term of this Lease is less than three (3) years, Landlord may, as a condition to its consent: (i) require that the amount and adjustment schedule of the rent payable under this Lease be adjusted to what is then the market value and/or adjustment schedule for property similar to the Premises as then constituted, as determined by Landlord; or (ii) terminate the Lease as of the date of assignment or subletting subject to the performance by Tenant of those covenants which under the terms hereof survive termination.

12.3 Excess Consideration. In the event of any assignment or sublease, Landlord shall receive as additional rent hereunder fifty percent (50%) of Tenant's "Excess Consideration" derived from such assignment or sublease. If Tenant shall elect to assign or sublet, Tenant shall use reasonable and good faith efforts to secure consideration from any such assignee or subtenant which would be generally equivalent to then-current market rent, but in no event shall Tenant's monetary obligations to Landlord, as set forth in this Lease, be reduced. In the event of a sublease, "Excess Consideration" shall mean all rent, additional rent or other consideration actually received by Tenant from such subtenant and/or actually paid by such subtenant on behalf of Tenant in connection with the subletting in excess of the rent, additional rent and other sums payable by Tenant under this Lease during the term of the sublease on a per square foot basis if less than all of the Premises is subleased, less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the sublease, and the cost of any alterations made by Tenant specifically for the benefit of such subtenant. In the event of an assignment, "Excess Consideration" shall mean key money, bonus money or other consideration paid by the assignee to Tenant in connection with such assignment, and any payment in excess of fair market value for services rendered by Tenant to assignee or for assets, fixtures, inventory, equipment, or furniture transferred by Tenant to assignee in connection with such assignment less marketing costs, attorneys' fees and brokerage commissions, if any, reasonably incurred by Tenant to procure the assignment, and the cost of any alterations made by Tenant specifically for the benefit of such assignee. If part of the "Excess Consideration" shall be payable by the assignee or subtenant other than in cash, then Landlord's share of such non-cash consideration shall be in such form as is reasonably satisfactory to Landlord.

### 13. Default; Remedies.

13.1 Default. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant ("Default"):

- (a) The abandonment of the Premises by Tenant;
- (b) Failure to pay any installment of Base Rent, Additional Rent or any other monies due and payable hereunder, said failure continuing for a period of three (3) days after the same is due;
- (c) A general assignment by Tenant or any guarantor for the benefit of creditors;
- (d) The filing of a voluntary petition of bankruptcy by Tenant or any guarantor, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors or guarantors;
- (e) Receivership, attachment, or other judicial seizure of the Premises or all or substantially all of Tenant's assets on the Premises;
- (f) Failure of Tenant to maintain insurance as required under Paragraph 8.2 if Tenant does not self-insure in accordance with Paragraph 8.2;
- (g) Any breach by Tenant of its covenants under Paragraph 6.2;
- (h) Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder (except those failures specified as events of Default in other Paragraphs of this Paragraph 13.1 which shall be governed by such other Paragraphs), which failure continues for ten (10) days after written notice thereof from Landlord to Tenant provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph unless Tenant fails thereafter diligently and continuously to prosecute the cure to completion;

(i) Any transfer of a substantial portion of the assets of Tenant, or any incurrence of a material obligation by Tenant, unless such transfer or obligation is undertaken or incurred in the ordinary course of Tenant's business or in good faith for equivalent consideration, or with Landlord's consent; and

(j) The default of any guarantors of Tenant's obligations hereunder under any guaranty of this Lease, or the attempted repudiation or revocation of any such guaranty.

13.2 Remedies. In the event of any Default by Tenant, Landlord shall have the remedies set forth in the Addendum attached hereto entitled "Landlord's Remedies in Event of Tenant Default".

13.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount; provided, however, the first two (2) times during the first twelve (12) months of the term of this Lease, Tenant shall not be required to pay a late charge if Tenant fails to pay rent within five (5) days after the date such amount is due so long as Tenant pays such past due amount within five (5) days of written notice from Landlord that such amount is past due. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the Premises, or more than twenty-five percent (25%) of the portion of the Common Areas designated for Tenant's parking, is taken by condemnation, Tenant may, at Tenant's option, to be exercised in writing within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the rentable floor area of the Premises taken bears to the total rentable floor area of the Premises. No reduction of Base Rent shall occur if the condemnation does not apply to any portion of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, provided, however, that Tenant shall be entitled to any compensation, separately awarded to Tenant for Tenant's relocation expenses and/or loss of Tenant's trade fixtures. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages in the condemnation matter, repair any damage to the Premises caused by such condemnation authority. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair.

15. Estoppel Certificate.

Each party (herein referred to as "Responding Party") shall within ten (10) days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party, to the extent it can truthfully do so, an estoppel certificate, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

16. Additional Covenants and Provisions.

16.1 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

16.2 Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder not received by Landlord within ten (10) days following the date on which it was due shall bear interest from the date due at twelve percent (12%) per annum, but not exceeding the maximum rate allowed by law in addition to the late charge provided for in Paragraph 13.3.

16.3 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

16.4 Landlord Liability. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Industrial Center. Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease. In no event whatsoever shall Landlord (which term shall include, without limitation, any general or limited partner, trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability.

16.5 No Prior or Other Agreements. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and supersedes all oral, written prior or contemporaneous agreements or understandings.

16.6 Notice Requirements. All notices to be given hereunder shall be deemed to have been given when given in writing by depositing the same in the United States mail, postage prepaid, registered or certified, or by overnight mail, and address to the party at the respective mailing address as herein set forth.

To Landlord at:	AMB Institutional Alliance Fund III, L.P. c/o AMB Property Corporation Pier 1, Bay 1 San Francisco, CA 94111
With cc to:	AMB Property Corporation 12720 Gateway Drive #110 Tukwila, WA 98168
To Tenant at:	King County Real Estate Services Section 500 Fourth Avenue, Suite 500 Seattle, WA 98104-3279

It is understood that each party may change the address to which notices may be sent by giving a written notice of such change to the other party hereto in the manner herein provided.

16.7 Date of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or an overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the United States Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed served or delivered upon telephone or facsimile confirmation of receipt of the transmission thereof, provided a copy is also delivered via hand or overnight delivery or certified mail. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

16.8 Waivers. No waiver by Landlord of a Default by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default by Tenant of the same or any other term, covenant or condition hereof.

16.9 Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over with the consent of Landlord: (i) the Base Rent payable shall be increased to one hundred fifty percent (150%) of the Rent payable during the month immediately preceding such expiration or earlier termination; (ii) Tenant's right to possession shall terminate on thirty (30) days notice from Landlord and (iii) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, attorneys' fees incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

16.10 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

16.11 Binding Effect: Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the

State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

16.12 Landlord. The covenants and obligations contained in this Lease on the part of Landlord are binding on Landlord, its successors and assigns, only during and in respect of their respective period of ownership of such interest in the Industrial Center. In the event of any transfer or transfers of such title to the Industrial Center, Landlord (and in the case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

16.13 Attorneys' Fees and Other Costs. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding shall be entitled to reasonable attorneys' fees. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting breach. Tenant shall reimburse Landlord on demand for all reasonable legal, engineering and other professional services expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

16.14 Landlord's Access; Showing Premises; Repairs. Landlord and Landlord's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon reasonable notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises or to the Building, as Landlord may reasonably deem necessary. Landlord may at any time place on or about the Premises or Building any ordinary "For Sale" signs and Landlord may at any time during the last one hundred eighty (180) days of the term hereof place on or about the Premises any ordinary "For Lease" signs. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

16.15 Tenant Signage. Tenant may, at its sole expense, place external signage on the Building provided that such signs are in accordance with the Sign Specifications for the Industrial Center, have been approved in advance by Landlord and do not violate any statute, regulations, or permitting requirements existing during the Term of this Lease. Tenant shall be responsible for all maintenance of its signage and for the costs of removal of such signs and of restoring the Building to the condition existing prior to its installation and satisfactory to Landlord.

16.16 Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Default by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within ten (10) days following any such event to make a written election to the contrary by written notice to the holder of any such lesser interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

16.17 Quiet Possession. Upon payment by Tenant of the Base Rent and Additional Rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.

16.18 Subordination; Attornment; Non-Disturbance.

(a) Subordination. This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or mortgage (collectively, "Mortgage") now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that any person holding any Mortgage shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease. In the event of Landlord's default with respect to any such obligation, Tenant will give any Lender, whose name and address have previously in writing been furnished Tenant, notice of a default by Landlord. Tenant may not exercise any remedies for default by Landlord unless and until Landlord and the Lender shall have received written notice of such default and a reasonable time (not less than ninety (90) days) shall

thereafter have elapsed without the default having been cured. If any Lender shall elect to have this Lease superior to the lien of its Mortgage and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Mortgage. The provisions of a Mortgage relating to the disposition of condemnation and insurance proceeds shall prevail over any contrary provisions contained in this Lease.

(b) Attornment. Subject to the non-disturbance provisions of subparagraph C of this Paragraph 16.18, Tenant agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Mortgage. In the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses which Tenant might have against any prior Landlord, or (iii) be liable for security deposits or be bound by prepayment of more than one month's rent.

(c) Non-Disturbance. With respect to Mortgage entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance agreement") from the Mortgage holder that Tenant's possession and this Lease will not be disturbed so long as Tenant is not in default and attorns to the record owner of the Premises.

(d) Self-Executing. The agreements contained in this Paragraph 16.18 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein. Landlord is hereby irrevocably vested with full power to subordinate this Lease to a Mortgage.

16.19 Rules and Regulations. Tenant agrees that it will abide by, and to cause its employees, suppliers, shippers, customers, tenants, contractors and invitees to abide by all the rules and regulations attached hereto as Exhibit C ("Rules and Regulations") which Landlord may change from time to time for the management, safety, care, and cleanliness of the Common Areas, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Industrial Center and their invitees. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Industrial Center.

16.20 Security Measures. Tenant acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures. Landlord has no obligations to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents and invitees and their property from the acts of third parties.

#### 16.21 Reservations.

(a) Landlord reserves the right to grant such easements that Landlord deems necessary and to cause the recordation of parcel maps, so long as such easements and maps do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements or maps.

(b) Tenant agrees that Landlord may at any time following the execution of this Lease, either directly or through Landlord's agents, identify Tenant's name in any marketing materials relating to the Building or Landlord's portfolio and/or make press releases or other announcements regarding the leasing of the Premises by Tenant, and Tenant hereby waives any and all claims in connection therewith.

16.22 Agency Disclosure. At the signing of this Lease Agreement, the Landlord's Leasing Agents, Billy Moultrie, Arie Salomon, and Jeff Forsberg of NAI Puget Sound Properties, represented the Landlord. The Tenant's listing agents, Evan Lugar and Garth Olsen, of GVA Kidder Mathews, represented Tenant. Each party signing this document confirms that the prior oral and/or written disclosure of agency was provided to him/her in this transaction. (As required by WAC 308-124D-040.)

16.23 Brokerage Relationships. Landlord and Tenant, by their execution of this Lease Agreement, each acknowledge that they have received a pamphlet on the law of real estate agency as required under RCW 18.86.030(1)(f).

16.24 Payment of Brokers. Landlord shall pay the commissions, if any, due those real estate brokers or agents specifically named in Paragraph 16.22 above by reason of this Lease. Apart from the foregoing, each party represents that it has not had any dealings with any real estate broker, finder, salesperson or other person with respect to this Lease, and each party

agrees to hold harmless the other party from all costs, expenses, and/or damages, resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

16.25 Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

16.26 Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

16.27 Amendments. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

16.28 Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as Tenant, the obligations of such persons shall be the joint and several responsibility of all persons or entities named herein as such Tenant.

16.29 Authority. Each person signing on behalf of Landlord or Tenant warrants and represents that she or is authorized to execute and deliver this Lease and to make it a binding obligation of Landlord or Tenant.

16.30 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

16.31 Force Majeure. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be held responsible for delays in the performance of its obligations hereunder when each delay is due to strikes, lock outs, labor disputes, acts of God, or reasonable substitutes therefore, governmental acts, civil commotion, fire or other casualty, or any other causes beyond the reasonable control of Landlord.

16.32 Lease Captions. The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

16.33 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

16.34 Interpretation. The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item, which has been stricken from this Lease other than the deletion of such item.

The parties hereto have executed this Lease at the place and on the dates specified below their respective signatures.

**LANDLORD:**

**TENANT:**

**AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership**

**KING COUNTY, a municipal corporation of the state of Washington**

By: AMB Property L. P.,  
a Delaware limited partnership  
its general manager

By: Stephen L. Selzer  
Name: Stephen L. Selzer

By: AMB Property Corporation,  
a Maryland corporation,  
its general partner

Its: Manager, Real Estate Services

By: Jill M. Blechschmidt  
Name: Jill M. Blechschmidt

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Its: Vice President

Executed at: Seattle, WA  
On: 1/27/10

Telephone: 415-394-9000

Facsimile: 415-394-9001

Executed at: \_\_\_\_\_

On: 1/29/10

APPROVED AS TO FORM:

By: [Signature]  
Timothy Barnes, Senior Deputy  
Prosecuting Attorney

APPROVED BY CUSTODIAL AGENCY

By: [Signature]

Title: RCS MANAGER

Date: JANUARY 27, 2010

TENANT:

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

On 01-27-10, before me ANNE E. LOCKMILLER, Notary Public in and for the State of Washington, personally appeared STEVEN L. SAUER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



With my hand and official seal hereto affixed the day and year first above written.  
Signed: [Signature]  
Printed Name: ANNE E. LOCKMILLER  
NOTARY PUBLIC in and for the State of WASHINGTON  
residing at SEATTLE, WASHINGTON  
My Commission Expires: 11-09-2012

LANDLORD:

WASHINGTON  
State of California )  
County of KING )

On 01-29-10 before me, ELEANOR ROMERO, NOTARY PUBLIC (here insert name and title of the officer), personally appeared Jill M. Blechschmidt who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her their authorized capacity(ies), and that by his/her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature [Signature] (Seal)



THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:	Document Title/Type:	_____
	Number of pages :	_____
	Date of Document :	_____
	Signer other than named above:	_____

**ADDENDUM 1**

To Lease dated January 15, 2010  
 By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

**LANDLORD'S REMEDIES ADDENDUM IN EVENT OF TENANT DEFAULT**

(a) **Termination.** In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and/or under this Lease, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease then Landlord may recover from Tenant:

(1) the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; plus

(2) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(3) the worth at the time of award of the amount by which the unpaid Rent and any other sums due and payable for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (i) in retaking possession of the Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new lessee or lessees; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Premises; plus

(5) such reasonable attorneys' fees incurred by Landlord as a result of a Default, and costs in the event suit is filed by Landlord to enforce such remedy; and plus

(6) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in subparagraphs (1) and (2) above, the "worth at the time of award" is computed by allowing interest at an annual rate equal to twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less. As used in subparagraph (3) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award, plus one percent (1%). Tenant waives any right of redemption under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any Default of Tenant hereunder.

(b) **Continuation of Lease.** In the event of any Default by Tenant, then Landlord shall have all remedies available to Landlord at law or in equity and/or under this Lease.

(c) **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right, with or without terminating this Lease, in compliance with applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(d) **Reletting.** In the event of the abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease as provided in Paragraph a, Landlord may from time to time, without terminating this Lease, relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied in the following order: (1) to reasonable attorneys' fees incurred by Landlord as a result of a Default and costs in the event suit is filed by Landlord to enforce such remedies; (2) to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; (3) to the payment of any costs of such reletting; (4) to the payment of the costs of any alterations and

repairs to the Premises; (5) to the payment of Rent due and unpaid hereunder; and (6) the residue, if any, shall be held by Landlord and applied in payment of future Rent and other sums payable by Tenant hereunder as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied to the payment of Rent hereunder, be less than the Rent payable during the month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(e) **Termination.** No re-entry or taking of possession of the Premises by LANDLORD pursuant to this Addendum shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any Default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such Default.

(f) **Cumulative Remedies.** The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

(g) **No Surrender.** No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord. The surrender of this Lease by Tenant, voluntarily or otherwise, shall not work a merger unless Landlord elects in writing that such merger take place, but shall operate as an assignment to Landlord of any and all existing subleases, or Landlord may, at its option, elect in writing to treat such surrender as a merger terminating Tenant's estate under this Lease, and thereupon Landlord may terminate any or all such subleases by notifying the sublessee of its election so to do within five (5) days after such surrender.

(h) **Notice Provisions.** Tenant agrees that any notice given by Landlord pursuant to Paragraph 13.1 of the Lease shall satisfy all requirements for notice, and Landlord shall not be required to give any additional notice in order to be entitled to commence an unlawful detainer proceeding or any other rights or remedies under this Lease.

INITIAL

INITIAL

**ADDENDUM 2**

To Lease dated January 15, 2010  
 By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

**ADDITIONAL LEASE PROVISIONS**

- 1.0 **Refurbishment Allowance (Office Only).** If this Lease is still in full force and effect on December 1, 2014 and so long as Tenant is not in default of this Lease beyond any applicable cure period, Landlord will provide a refurbishment allowance of up to \$24,120.00 to reimburse Tenant for installing new carpet in the office portion of the Premises and/or painting the interior walls of the office portion of the Premises. To obtain reimbursement for such work, Tenant must fully complete all such work no later than November 30, 2015 and shall provide Landlord with evidence reasonably satisfactory to Landlord that such work for which Tenant is seeking reimbursement (including invoices for such work) have been fully completed and all contractors performing such work have been paid and waived any and all lien rights. The reimbursement amount shall be paid by Landlord to Tenant within thirty (30) days of Tenant satisfying all requirements pertaining to the payment of such refurbishment allowance.
- 2.0 **Option to Terminate.** Tenant shall have the one (1) time option to terminate this Lease effective January 31, 2011, provided that each of the following conditions are satisfied: (1) Tenant has remedied any default of any of the terms and conditions of this Lease; (2) Tenant shall have provided Landlord irrevocable written notice not later than July 31, 2010 of Tenant's exercise of this option to terminate this Lease; and (3) at the time Tenant delivers Tenant's irrevocable written notice to terminate this Lease, Tenant also pays Landlord a termination fee equal to the sum of: (a) an amount to reimburse Landlord for the cost of removal of the following items to be installed pursuant to Exhibit F-1 of this Lease: (i) asphalt ramp with concrete retaining walls, and (ii) HVAC equipment in the warehouse portion of the Premises; (b) five (5) months of the current Base Rent payable from February 1, 2011 through June 30, 2011; and (c) all unearned leasing commissions. The right to terminate the Lease hereby granted is personal to King County and is not transferable; in the event of any assignment or subletting under this Lease, the right to terminate the Lease shall automatically terminate and shall thereafter be null and void.
- 3.0 **Satellite Dish.** Subject to Tenant's compliance with all applicable governmental requirements, Landlord hereby grants the Tenant a nonexclusive license to use a portion of the roof of the Premises in a location to be determined by Landlord to install satellite dishes and antennas (the "Dish") and the nonexclusive right to run connecting lines to the Dish from the Premises (the Dish and such connecting lines and equipment are herein referred to as the "Equipment") provided Tenant complies with the following:
- (a) Tenant shall not install or reinstall the Equipment or do anything in such a manner that would void Landlord's roof warranty. The plans and specifications for, and the method of installation of, all the Equipment shall be approved by Landlord in writing prior to any installation, such approval shall not be unreasonably withheld, delayed or conditioned. Tenant shall be responsible for any damage to the roof or conduit systems as a result of Tenant's installation, maintenance and/or removal of the Equipment. The location of the Dish and the other Equipment shall be subject to Landlord's prior written approval.
- (b) Tenant, at Tenant's sole expense, shall comply with all laws regarding the installation, construction, operation, maintenance, repair, and removal of the Equipment and shall be solely responsible for obtaining and maintaining in force all permits, licenses and approvals necessary for the foregoing. If necessary, Tenant shall provide effective sound and vibration barriers as reasonably required by Landlord. Tenant shall install and operate the Equipment in such a way that it does not interfere in any manner with equipment or communications systems of other tenants of the Industrial Center.
- (c) Tenant shall be responsible for and promptly pay when due all taxes, assessments, charges, fees and other governmental impositions levied or assessed by a governmental authority on the Equipment or based on the operation thereof.

(d) Tenant shall not use or allow use of the Equipment, for consideration or otherwise, for the benefit of other person or entity that is not an occupant of the Premises.

(e) Tenant shall screen and repaint the Equipment as may from time to time be required by Landlord and Tenant shall maintain the Equipment in good condition and repair, at Tenant's cost and expense.

(f) The Equipment shall not disturb or interfere with the communications equipment and uses which exist at the Industrial Center on the date this Lease is fully executed, and, if applicable, the Equipment shall comply with all non-interference rules of the Federal Communications Commission. Anything to the contrary contained herein notwithstanding, if, during the Lease Term, as such Term may be extended, Landlord, in its reasonable judgment, believes that any of the Equipment poses a human health or environmental hazard and Landlord retains a qualified expert in such matters to review the situation and such expert concurs with Landlord's judgment, and such situation cannot be remediated or has not been remediated within ten (10) days after Tenant has been notified thereof, then Tenant shall immediately cease all operations of the applicable Equipment until such situation is remedied. Tenant shall indemnify, defend (by counsel acceptable to Landlord) and hold harmless Landlord from any and all claims, demands, liabilities, damages, judgments, costs and expenses (including attorneys' fees) Landlord may suffer or incur arising out of or related to the installation, use, operation, maintenance, replacement and/or removal of the Equipment or any portion thereof.

(g) Landlord shall have no responsibility or liability whatsoever relating to: (i) maintenance or repair of the Equipment; (ii) damage to the Equipment, unless caused by Landlord's intentional or grossly negligent acts; (iii) damage to persons or property relating to the Equipment or the operation thereof; or (iv) interference with use of the Equipment arising out of utility interruption. Tenant acknowledges that Landlord shall have no obligation whatsoever to improve, maintain or repair the area in which the Equipment will be installed.

(h) Tenant shall, at Tenant's sole expense, remove the Dish and such other portions of the Equipment as Landlord may designate, and restore the affected areas to their condition prior to installation of the Equipment in such a manner so as not to invalidate or limit Landlord's roof warranty no later than thirty (30) days after expiration or earlier termination of the Lease.

(i) The covenants, obligations and indemnities of Tenant under this paragraph survive expiration or earlier termination of this Lease for any reason.

- 4.0 **Siren Testing.** Tenant shall have the right to test sirens that Tenant is installing or adjusting on vehicles as part of Tenant's permitted use of the Premises. Tenant shall take all reasonable actions to minimize the volume, frequency and length of such siren testing to five (5) seconds to mitigate potential impact on other tenants of the Industrial Center and residents in the vicinity of the Industrial Center. In connection therewith, Tenant agrees that: (i) when a vehicle's siren is being tested, such vehicle shall be parked in the Common Areas on the east side of the Premises, (ii) in performing any siren testing, such siren testing shall be performed in compliance with all applicable laws and the requirements of any governmental authority, (iii) Tenant shall not conduct siren tests on a weekend or national or state holiday, and (iv) Tenant shall not conduct any siren tests before 7:30 am or after 6:00 pm.

**EXHIBIT A**

To Lease dated January 15, 2010  
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited  
partnership, and KING COUNTY, a municipal corporation of the state of Washington

**PREMISES AND SITE PLAN**

EXHIBIT B

To Lease dated January 15, 2010  
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

**RENT COMMENCEMENT DATE CERTIFICATE**

LANDLORD: AMB Institutional Alliance Fund III, LP  
TENANT: King County  
LEASE DATE: January 15, 2010  
PREMISES: 855 South 192<sup>nd</sup> Street, Suite 1000  
SeaTac, WA 98148

Tenant hereby accepts the Premises as being in the condition required under the Lease.

The Rent Commencement Date of the Lease is \_\_\_\_\_.

The Expiration Date of the Lease is \_\_\_\_\_.

**Landlord:**  
[insert ownership name here  
check for proper signature block]  
a [insert ownership entity type here]  
By: AMB Property Corporation,  
Its General Partner

**Tenant:**

By: \_\_\_\_\_  
          Jill M. Blechschmidt  
Title: Vice President  
Telephone: 415-394-9000  
Facsimile: 415-394-9001  
Executed at: San Francisco, CA  
On: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Executed at: \_\_\_\_\_  
On: \_\_\_\_\_

**SAMPLE  
DO NOT EXECUTE**

**EXHIBIT C**

To Lease dated January 15, 2010

By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

**RULES AND REGULATIONS**

1. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on the Building or to any part thereof, or which is visible from the outside of the Building, without the written consent of Landlord, first had and obtained and Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice to and at the expense of Tenant.

All approved signs or lettering on doors shall be printed, affixed or inscribed at the expense of Tenant by a person approved by Landlord. See Exhibit G-1 and G-2 for further criteria.

Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.

2. If a directory is located at the building, it is provided exclusively for the display of the name and location of Tenant only and Landlord reserves the right to exclude any other names therefrom.

3. The sidewalks, passages, exits, entrances, and stairways in and around the Building shall not be obstructed by Tenant or used by it for any purpose other than for ingress to and egress from the Premises. The passages, exits, entrances, stairways, and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its Tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of Tenant's business unless such persons are engaged in illegal activities. Neither Tenant nor any employees or invitees of Tenant shall go upon the roof of the Building.

4. The toilets and urinals shall not be used for any purpose other than those for which they were constructed, and no rubbish, newspapers or other substances of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall be responsible for any breakage, stoppage or damage resulting from the violation of this rule by Tenant or its employees or invitees.

5. Tenant shall not overload the floor of the Premises or mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof.

6. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other Tenants or those having business there.

7. The Premises shall not be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

8. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline, or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord without complying with requirements set forth in this Lease.

9. Landlord will direct electricians as to the manner and location in which telephone and telegraph wires are to be introduced. No boring or cutting for wires will be allowed without the consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

10. Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Landlord. The expense of repairing any damage resulting from a violation of this rule or removal of any floor covering shall be borne by Tenant.

11. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

12. Tenant shall not disturb, solicit, or canvass any occupant of the Building.

13. Without the written consent of Landlord, Tenant shall not use the name of the Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

14. Tenant shall not permit any contractor or other person making any alterations, additions or installations within the Premises to use the hallways, lobby or corridors as storage or work areas without the prior written consent of Landlord. Tenant shall be liable for and shall pay the expense of any additional cleaning or other maintenance required to be performed by Landlord as a result of the transportation or storage of materials or work performed within the Building by or for Tenant.

15. Tenant shall be entitled to use parking spaces as mutually agreed upon between Tenant and Landlord subject to such reasonable conditions and regulations as may be imposed from time to time by Landlord. Tenant agrees that vehicles of Tenant or its employees or agents shall not park in driveways nor occupy parking spaces or other areas reserved for any use such as Visitors, Delivery, Loading, or other tenants. Landlord or its agents shall have the right to cause or be removed any car of Tenant, its employees or agents, that may be parked in unauthorized areas, and Tenant agrees to save and hold harmless Landlord, its agents and employees from any and all claims, losses, damages and demands asserted or arising in respect to or in connection with the removal of any such vehicle. Tenant, its employees, agents or contractors shall not: (i) park campers, trucks or cars on the Building parking areas overnight or over weekends, or (ii) allow any trailers, boats, personal vehicles of any kind or any other materials to be parked or stored in the Building parking areas overnight or over weekends. Tenant will from time to time, upon request of Landlord, supply Landlord with a list of license plate numbers of vehicles owned or operated by its employees and agents. Tenant shall not wash vehicles or equipment in parking lot.

16. Landlord reserves the right to make modifications hereto and such other and further rules and regulations as in its sole judgment may be required for the safety, care and cleanliness of the Premises and the Building and for the preservation of good order therein. Tenant agrees to abide by all such rules and regulations.

17. Canvassing, soliciting and peddling is prohibited in the Building and each Tenant shall cooperate to prevent the same.

18. Landlord is not responsible for the violation of any rule contained herein by any other Tenant.

19. Landlord may waive any one or more of these rules for the benefit of any particular Tenant, but no such waiver shall be construed as a waiver of Landlord's right to enforce these rules against any or all Tenants occupying the Building.

20. Tenant is responsible for purchasing and installing a security system if required by the City of SeaTac. The cost of purchasing and installation of such system is the sole cost and expense of Tenant.

21. No Outside Storage. Storage, either permanent or temporary, of any materials, supplies or equipment in the Common Areas is strictly prohibited. Should Tenant violate this provision of the Lease, then in such event, Landlord may, without notice to Tenant, remove said materials, supplies or equipment from the Common Areas and place such items in storage or dispose of such items, the cost thereof to be reimbursed by Tenant within ten (10) days from receipt of a statement submitted by Landlord. All subsequent costs in connection with the storage or disposal of said items shall be paid to Landlord by Tenant as accrued. Failure of Tenant to pay these charges within ten (10) days from receipt of statement shall constitute a breach of this Lease. Tenant and its officers, agents, employees, customers and invitees shall park their motor vehicles only in areas designated by Landlord for that purpose from time to time.

## EXHIBIT D

To Lease dated January 15, 2010  
 By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

## LANDLORD LIEN SUBORDINATION AGREEMENT

**NOTE: This document is to be executed and dated subsequent to the original execution of the Lease, when and if Landlord's consent of waiver is sought.**

THIS LANDLORD LIEN SUBORDINATION AGREEMENT (this "Agreement") is dated as of this \_\_\_\_\_, 200\_, and is by and between [Insert Landlord Name] (the "Landlord"), \_\_\_\_\_, a \_\_\_\_\_ ("Lender"), and \_\_\_\_\_, a \_\_\_\_\_ ("Grantor").

## RECITALS

Lender has provided Grantor a loan (the "Loan") under the terms of a certain loan agreement between Lender and Grantor. Grantor has secured the repayment of the Loan by, among other things, granting Lender a security interest in all of Grantor's inventory, and/or trade fixtures and/or equipment (but excluding leasehold improvements, fixtures and cash on hand or on deposit with financial institutions), whether now owned or hereinafter acquired and all proceeds of any of the foregoing (the "Collateral").

Grantor and Landlord are parties to that certain Lease for space located at \_\_\_\_\_ (the "Lease") pursuant to which Grantor has leased certain space from Landlord (the "Premises").

Lender has requested that Grantor obtain and cause Landlord to provide Landlord's subordination of all of Landlord's lien rights as lessor against any of the Collateral to the rights of Lender in the Collateral on the terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

A. During the period commencing on the date Lender makes the Loan and ending on the earlier of the date such Loan is repaid or thirty (30) days following the date that Grantor is in default of the Lease, Landlord agrees that any liens of Landlord in the Collateral shall be subject and subordinate to the liens of Lender in the Collateral.

B. During the period Landlord's lien on the Collateral is subordinate to the liens of Lender, Lender may enter upon the Premises during normal business hours upon at least five (5) days prior written notice to inspect or remove the Collateral, or any part thereof, from the Premises while Lender is in possession of the Premises, which period shall not exceed thirty (30) days; provided that Lender shall pay to Landlord all rent and additional charges payable by Grantor under the Lease for any period that Lender occupies the Premises pursuant to this Agreement prior to or concurrently with Lender's entry upon the Premises at the monthly rates then payable under the Lease, pro-rated on the basis of a thirty (30) day month. Lender shall promptly, at Lender's sole cost and expense, repair to Landlord's reasonable satisfaction or pay reasonable compensation to Landlord for damages, if any, to the Premises caused by removal of Collateral prior to the terminating of the Lease or removal of Grantor from the Premises by Landlord. All repairs shall be accomplished in a good and workmanlike manner without personal injury, property damage or liens. Lender shall indemnify, protect, defend and hold Landlord and Landlord's agents and employees harmless from all costs, expenses, claims and damages arising out of Lender's exercise of any rights of Lender contained herein, and such indemnity obligations shall survive the termination of this Agreement.

C. Lender agrees to give Landlord written notice of any default of Grantor under the Security Agreement within ten (10) days of such default unless such default is permissibly and wholly cured within such time period.

D. Grantor hereby (i) consents to the provisions of this Agreement, (ii) waives any and all rights or claims it may have under or by virtue of the Lease, or at law or in equity, with respect to any breach of Grantor's quiet enjoyment in and to the Premises or any interference with Grantor's operations in or about the Premises in any way related to or arising from Lender's or Landlord's exercise of their rights granted herein or under the Lease, (iii) agrees that it shall

not have any right to any rental abatement, deduction or offset against rental payments payable by Grantor under the Lease by virtue of Lender's or Landlord's exercise of their rights granted herein, and (iv) agrees that upon the expiration of the term of the Lease or the earlier termination thereof to (a) promptly remove or cause the removal of the Collateral from the Premises, and (b) promptly and fully repair any damage to the Premises, the building and/or the project in which the Premises is located, arising from the installation or removal of the Collateral in and from the Premises and to fully restore the Premises to a good, clean and safe condition and to Landlord's reasonable satisfaction.

E. Miscellaneous Provisions

1. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

2. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

3. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

4. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

6. Any notice or demand required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by U.S. mail, registered or certified, return receipt requested, postage prepaid, or by overnight delivery service showing receipt of delivery or by personal delivery, or by facsimile transmission. If to Landlord, notices shall be sent to \_\_\_\_\_, and if to Lender: \_\_\_\_\_; Attention: \_\_\_\_\_; (Phone number: \_\_\_\_\_; facsimile number \_\_\_\_\_), and if to Grantor, at the address, phone number and facsimile number at the Premises. Notices as aforesaid shall be effective upon the earlier of actual receipt (or rejection of receipt), or twenty-four (24) hours after deposit with the messenger or delivery service, or the next business day after delivery to an overnight delivery service, or within three (3) days after the deposit in the U.S. mail, or upon confirmation of transmission by facsimile. If any party changes its address, such change of address shall not be effective as to the other parties unless and until such party notifies the other parties of its new street address by one of the above described means of delivery.

7. Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

8. This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof and all prior agreements, representations, and understandings between the parties other than the Lease, whether oral or written, are deemed null and void, all of the foregoing having been merged into this Agreement. The parties acknowledge that each party and/or its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement or any document executed and delivered by either party in connection with this Agreement.

9. This Agreement may be executed in counterparts. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

10. Time is of the essence of this Agreement. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. (Pacific Time) on such date or dates.

11. The Landlord's agreement to allow Lender to come onto the Property shall not act as a waiver, suspension or termination of any or all of the rights or remedies Landlord may have against Grantor by reason of any default by Grantor under the Lease.

IN WITNESS WHEREOF, Landlord, Lender and Grantor have executed this Agreement as of the date set forth above.

LENDER:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

GRANTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: AMB Property Corporation

Its: General Partner

By: \_\_\_\_\_

Jill Blechschmidt

Its: \_\_\_\_\_

Vice President

Date: \_\_\_\_\_

## EXHIBIT E

To Lease dated January 15, 2010

By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

ENVIRONMENTAL MOVE-IN QUESTIONNAIRE

Property Name: Seattle Logistics Center  
 Property Address: 855 South 192<sup>nd</sup> Street, Suite 1000, Seattle, WA  
 Lease Date: January 15, 2010  
 Landlord: AMB INSTITUTIONAL ALLIANCE FUND III, L.P.  
 Tenant: KING COUNTY

*Instructions: The following questionnaire is to be completed at the time of Lease execution by the Tenant representative with knowledge of the planned operations for the specified building/location.*

1.0 PLANNED USE/OPERATIONS

1-1. Describe planned use and include brief description of manufacturing processes employed.

*King county will use the facility for several purposes. Front and back office activities related to running and administering our enterprise service functions are done within the office spaces. In the open bay (shop) we will be primarily performing radio and accessory installation and repair services for area Public Safety First Responder agencies and other general governmental agencies. These service offerings involve intake of vehicles and communications devices with the troubleshooting, programming, installing and repairing of them.*

2.0 HAZARDOUS MATERIALS

2-1. Are Hazardous Materials as defined in the lease Agreement used, handled, or stored at the Premises? If so, continue with the next question. If not, go to Section 3.0.  No  
 Yes

2-2. Please attach a chemical inventory that identifies the type(s), use(s) and quantity of each chemical used or stored on the site and include Material Safety Data Sheets for each chemical. In addition, describe the proposed hazardous material storage area (preferably on a site plan or figure) and planned measures to manage potential releases to the environment (e.g., spill containment measures, Spill Response Plans, etc.).

3.0 HAZARDOUS WASTES

3-1. Are hazardous wastes generated? If so, continue with the next question. If not, skip this section and go to Section 4.0.  No  Yes

3-2. Are any wastes generated, handled, or disposed of (where applicable) on the property? If so, identify and describe on separate pages those wastes generated, handled or disposed of (disposition). Specify any wastes known to be regulated under the Resource Conservation and Recovery Act (RCRA) as "listed characteristic or statutory" wastes. Include total amounts generated monthly. Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal facility, if applicable.

3-3. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? If so, please describe on a separate page.

4.0 USTS/ASTS

4-1. Are underground storage tanks (USTs), aboveground storage tanks (ASTs), clarifiers, or associated pipelines required for planned operations? If not, continue with Section 5.0. If yes, please describe on separate page the capacity, contents, design and construction of USTs or ASTs and provide copies of appropriate regulatory permits.  No  Yes

5.0 REGULATORY

5-1. Does the operation have or require any permits for Hazardous Materials or waste discharge including but limited to National Pollutant Discharge Elimination System (NPDES) or equivalent permit? If so, please provide a copy of this permit.

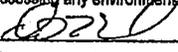
NO

5-2. Has a Hazardous Materials Business Plan been developed for the site? If so, please provide a copy.

N/A

TENANT CERTIFICATION

I am familiar with the real property and facility operations described in this questionnaire, and I am authorized to sign on behalf of the Tenant. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also understand that the Landlord will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with the property.

Signature: Name: DAVID MENDONTitle: ECS MANAGERDate: 11/29/2010Telephone: 206-205-8191

PLEASE FORWARD THE COMPLETED QUESTIONNAIRE TO:

Mr. Steve Campbell  
AMB Property, L.P.  
Pier 1, Bay 1  
San Francisco, CA 94111

## EXHIBIT F-1

To Lease dated January 15, 2010

By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

This Work Letter Agreement is in addition to the terms and conditions set forth in and is made a part of the Lease, by and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, as ("Landlord") and KING COUNTY, a municipal corporation of the state of Washington as ("Tenant"). Any capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms as set forth in the Lease

**1. Landlord's Work.** Subject to the conditions set forth below, Landlord agrees to construct and install certain improvements ("Landlord's Work") in the Building of which the Premises are a part in accordance with the Final Drawings (defined below) and pursuant to the terms of this Exhibit F-1.

**2. Definition.** "Landlord's Work" as used in this Lease shall include only the work to be performed by Landlord described below. "Landlord's Work" shall specifically not include any alterations, additions or improvements installed or constructed by Tenant, and any of Tenant's trade fixtures, equipment, furniture, furnishings, telephone equipment or other personal property (collectively, "Personal Property"). Landlord's Work shall include any and all improvements to be made to the Premises as specified in the Final Drawings (defined below), as specified and agreed to by Tenant and Landlord. In no event shall Landlord's Work include the following, all of which costs and expenses shall be paid for by Tenant: (i) costs and expenses for telecommunications wiring (including, without limitation, wiring for telephones or computers), (ii) architectural costs in connection with the preparation of the Final Drawings or any changes to the Final Drawings, (iii) any costs for permits for Landlord's Work, (iv) any engineering costs or expenses in connection with Landlord's Work, or (v) any costs and expenses incurred for Tenant's racking and shelving system.

**3. Final Drawings; the Work.** Tenant desires Landlord to perform Landlord's Work in substantial accordance with the plan(s) or scope of work (collectively, the "Final Drawings") which is attached hereto as Exhibit F-3, and made a part hereof. Neither the approval by Landlord of the Final Drawings or any other plans, specifications, drawings or other items associated with Landlord's Work nor Landlord's performance, supervision or monitoring of Landlord's Work shall constitute any warranty or covenant by Landlord to Tenant of the adequacy of the design for Tenant's intended use of the Premises. Tenant agrees to, and does hereby, assume full and complete responsibility to ensure that the Final Drawings are adequate to fully meet the needs and requirements of Tenant's intended operations of its business within the Premises and Tenant's use of the Premises.

**4. Performance of Landlord's Work.** Landlord shall submit the Final Drawings to the governmental authorities having rights of approval over Landlord's Work and shall apply for the necessary approvals and building permits. Landlord's Work shall be constructed by a general contractor selected by Landlord (the "General Contractor"). Landlord shall commence construction, or cause the commencement of construction by the General Contractor of Landlord's Work as soon as practicable after selection of the General Contractor. Except as hereinafter expressly provided to the contrary, Landlord shall cause the performance of Landlord's Work using (except as may be stated or otherwise shown in the Final Drawings) building standard materials, quantities and procedures then in use by Landlord ("Building Standards").

**5. Substantial Completion.** Landlord shall use commercially reasonable efforts to cause the General Contractor to Substantially Complete (defined below) Landlord's Work in accordance with the Final Drawings on or before the Outside Delivery Date, subject to delays due to (a) acts or events beyond its control including, but not limited to, acts of God; earthquakes, strikes, lockouts, boycotts, casualties, discontinuance of any utility or other service required for performance of Landlord's Work, moratoriums, governmental agencies and weather, (b) the lack of availability or shortage of specialized materials used in the construction of Landlord's Work, (c) any matters beyond the control of Landlord, the General Contractor or any subcontractors, (d) any changes required by the fire department, building and/or planning department, building inspectors or any other agency having jurisdiction over the Building and/or Landlord's Work (except to the extent such changes are directly attributable to Tenant's use or Tenant's specialized tenant improvements, in which event such delays are considered Tenant Delays) (the events and matters set forth in Subsections (a), (b), (c) and (d) are collectively referred to as "Force Majeure Delays"), or (e) any Tenant Delays (defined below). Landlord's Work shall be deemed substantially complete on the date that the building officials of the applicable governmental agency(s) issues its final approval of the construction of Landlord's Work whether in the form of the issuance of a final permit, temporary or final certificate of

occupancy or the written approval evidencing its final inspection on the building permit(s) ("Substantial Completion", or "Substantially Completed, or "Substantially Complete").

6. **Tenant Delays.** If there is any delay in Substantially Completing Landlord's Work that is attributable to Tenant and/or Tenant's Representatives or Tenant's intended use of the Premises (collectively, "Tenant Delays"), including, but not limited to, any of the following described events or occurrences: (a) delays related to changes made or requested by Tenant to Landlord's Work and/or the Final Drawings; (b) the failure of Tenant to comply with the requirements of this Exhibit F-1; (c) Tenant's requirements for special work or materials, finishes, or installations other than the Building Standards or Tenant's requirements for special construction or phasing not included in the Final Drawings; (d) any changes required by the fire department, building or planning department, building inspectors or any other agency having jurisdiction over the Building and/or Landlord's Work if such changes are directly attributable to Tenant's use or Tenant's specialized tenant improvements; (e) the performance of any additional work pursuant to a Change Request (defined below) which is requested by Tenant; (f) the performance of work in or about the Premises by any person, firm or corporation employed by or on behalf of Tenant, including, without limitation, any failure to complete or any delay in the completion of such work; or (g) any and all delays caused by or arising from acts or omissions of Tenant and/or Tenant's Representatives, in any manner whatsoever, including, but not limited to, any and all revisions to the Final Drawings, then: (i) the Outside Delivery Date shall be extended one day for each day of Tenant Delay, and (ii) the Rent Commencement Date shall be accelerated for each day of Tenant Delay. It is the intention of the parties that all of such delays will be considered Tenant Delays for which Tenant shall be wholly and completely responsible for any and all consequences related to such delays, including, without limitation, any costs and expenses attributable to increases in labor or materials.

7. **Cost of Landlord's Work.** Subject to the last sentence of Section 2 of this Exhibit F-2, the cost of Landlord's Work (the "Tenant Improvement Costs") shall mean and include any and all costs and expenses of Landlord's Work, including, without limitation, all of the following: (i) all costs of interior design and finish schedule plans and specifications including as-built drawings; (ii) all direct and indirect costs of procuring, constructing and completing Landlord's Work, including, but not limited to, the construction fee for overhead and profit, the cost of all on-site supervisory and administrative staff, office, equipment and temporary services rendered by Landlord's consultants and the General Contractor in connection with construction of the Tenant Improvements, and all labor (including overtime) and materials constituting Landlord's Work; (iii) all fees payable to the General Contractor, architect and Landlord's engineering firm if they are required by Tenant to redesign any portion of Landlord's Work following Tenant's approval of the Final Drawings, and (iv) a construction management fee payable to Landlord in the amount of five percent (5%) of all direct and indirect costs of procuring, constructing and completing Landlord's Work. Within thirty (30) days after the completion of Landlord's Work and the delivery to Tenant of a statement detailing the cost of Landlord's Work, Tenant shall reimburse Landlord for the cost of Landlord's Work.

8. **Tenant Improvement Costs.** Landlord agrees that in no event shall Tenant be required to reimburse Landlord for Tenant Improvement Costs in an amount in excess of \$305,000.00 ("Tenant's Maximum Reimbursement Amount"); provided, however, notwithstanding the foregoing, to the extent the cost of Landlord's Work exceeds Tenant's Maximum Reimbursement Amount due to: (i) a Change Order, (ii) the occurrence of a force majeure event, or (iii) any changes to Landlord's Work required by the fire department, building and/or planning department, building inspectors or any other agency having jurisdiction over the Building and/or Landlord's Work, then Tenant shall reimburse Landlord for such costs of Landlord's Work in excess of the Tenant's Maximum Reimbursement Amount.

9. **Change Requests.** No changes or revisions to the approved Final Drawings shall be made by either Landlord or Tenant unless approved in writing by both parties. Upon Tenant's request and submission by Tenant (at Tenant's sole cost and expense) of the necessary information and/or plans and specifications for any changes or revisions to the approved Final Drawings and/or for any work other than Landlord's Work described in the approved Final Drawings ("Change Requests") and the approval by Landlord of such Change Request(s), which approval Landlord agrees shall not be unreasonably withheld, Landlord shall perform the additional work associated with the approved Change Request(s), at Tenant's sole cost and expense, subject, however, to the following provisions of this Section. Prior to commencing any additional work related to the approved Change Request(s), Landlord shall submit to Tenant a written statement of the cost of such additional work and a proposed tenant change order therefor ("Change Order") in the standard form then in use by Landlord. Tenant shall execute and deliver to Landlord such Change Order and shall pay the entire cost of such additional work in the following described manner. Any costs related to such approved Change Request(s), Change Order and any delays associated therewith, shall be paid for by Tenant. The billing for such additional costs to Tenant shall be accompanied by evidence of the amounts billed as is customarily used in the business. Costs related to approved Change Requests and Change Orders shall include, without limitation, any architectural or design fees, Landlord's construction fee for overhead and profit, the cost of all on-site supervisory and administrative staff, office, equipment and temporary services rendered by Landlord and/or Landlord's consultants, and the

General Contractor's price for effecting the change. If Tenant fails to execute or deliver such Change Order, or to pay the costs related thereto, then Landlord shall not be obligated to do any additional work related to such approved Change Request(s) and/or Change Orders, and Landlord may proceed to perform only Landlord's Work, as specified in the Final Drawings.

**10. Lease Provisions; Conflict.** The terms and provisions of the Lease, insofar as they are applicable, in whole or in part, to this Exhibit F-1, are hereby incorporated herein by reference. In the event of any conflict between the terms of the Lease and this Exhibit F-1, the terms of this Exhibit F-1 shall prevail. Any amounts payable by Tenant to Landlord hereunder shall be deemed to be Additional Rent under the Lease and, upon any default in the payment of same, Landlord shall have all rights and remedies available to it as provided for in the Lease.

**EXHIBIT F-2**

— To Lease dated January 15, 2010  
 By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

The following is a partial list of materials and specifications for property tenant improvement finishes for Seattle Logistics Center 1. Any items not addressed will be constructed in accordance with all governmental codes and regulations or consistent with what now exists within the Property (Property Standards).

**1. DOORS, WINDOWS & HARDWARE**

- A. DOORS:** 3' 0" by 7' 0", 1 3/4" thick solid core with a soft wood edge. Doors and frames to be painted in similar color to walls, or stained and finish according to Property Standard.
- B. FRAMES:** Soft wood door frames
- C. HARDWARE:**
  - 1. Interior door hardware shall be Schlage "AL" series. Satum Passage lever in US 626 Brushed Chrome finish. Restroom to receive privacy lever in same series and finish.
  - 2. All hardware used in accessible buildings and facilities shall conform to the requirements per "Washington State Rules and Regulations for Barrier Free Design," Fourth edition.
  - 3. Only entry doors into Tenant's premises shall include keying mechanisms. All other doors shall be Project Standard pass through hardware.

**2. FINISHES****A. FLOORING**

- 1. **Carpeting:** All installed carpeting shall be direct glue-down installation. Carpet shall be 28 oz. Olefin similar to Cumberland Carillon with an approximate 48" by 36" Pacific Mats Endurance walkoff at the main entry door.
- 2. **Sheet Vinyl:** Congoleum Floorever with 5" intrical base in color to be approved by Landlord and Tenant.
- 3. **Kitchen Area:** VCT shall be Armstrong 12" by 12" by 1/8".
- 4. **Base:** 4" Roppe Rubber base in color coordinated with flooring shall be applied at all carpeted areas and VCT areas.

**B. GYPSUM WALLBOARD**

- 1. Office/warehouse walls shall be 10' high constructed of 3 1/2" 25 Gage metal studs. Exterior finish will be fire cased and one coated only. The inside, or office side, shall be finish sanded to a smooth wall paint-ready condition.

**C. PAINT STAIN AND FINISH**

- 1. Office/warehouse walls on the office side will be primed with a PVA primer and two (2) coats of HL latex paint, Rodda, or paint of equal quality applied. Doors and woodwork will be painted with semi-gloss latex paint or stained and finished according to Property Standard.

**3. LIGHTING**

- A. General:** 2' by 4' three lamp lay-in fluorescent light fixtures with standard acrylic lens and T-8 low watt type lamps. 75 foot candles at 3' above finish floor or as permitted by code but not less than two (2) fixtures per office.

**4. CEILING:**

A. Office areas shall have an exposed grid acoustical ceiling with 2' by 4' non-directional fissured tile installed at approximately 9' 0" above finish floor.

B. Restroom ceiling will a hard lid constructed of gyp board, smooth finished.

**5. ELECTRICAL:**

A. **General:** Two (2) duplex outlets and one phone mud ring with pole per office. One (1) dedicated duplex at the phone board and two (2) dedicated duplex outlets in the kitchen area. Exhaust fans will be provided for restrooms per code. Hardwired exercise lights, HVAC strikes and permits are also included.

**6. CABINERY:**

A. Custom built cabinets as detailed on drawings.

B. Plastic laminate finish on all exterior faces. White low-pressure laminate/Melamine inside with 4" wire pole handles.

**EXHIBIT F-3**

To Lease dated January 15, 2010  
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited  
partnership, and KING COUNTY, a municipal corporation of the state of Washington

**FINAL DRAWINGS**









**MASCARINO ASSOCIATES**

TELEPHONE: 408/441-1100  
FAX: 408/441-1101  
ADDRESS: 1000 S. GARDEN ST., SUITE 100  
SAN JOSE, CA 95128

**RADIO COMMUNICATIONS SERVICES**  
PROJECT NO. 9037

DATE: 12/14/2009  
DRAWN BY: PV  
PROJECT MANAGER: JC  
REVISIONS:  
NO. DATE  
1. 01/29/2010



FINAL DRAWING SET  
SHEET TITLE  
**FLOOR PLAN**

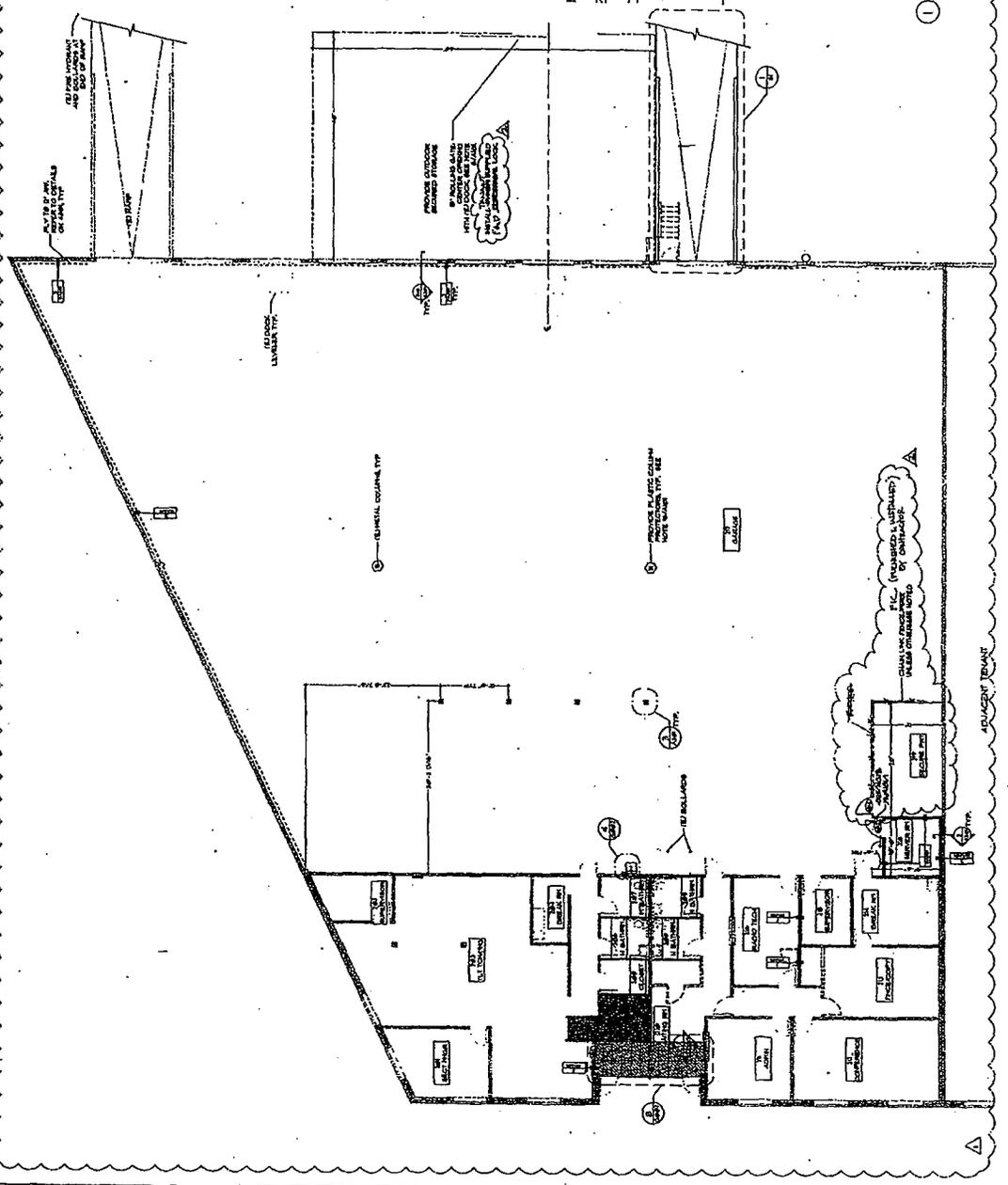
SHEET NO.  
A101

DATE PLOTTED: 01/29/2010 09:41:14 AM  
DRAWN BY: PV  
PROJECT NO: 9037

**NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING OVERALL DIMENSIONS PRIOR TO THE START OF CONSTRUCTION. DISCREPANCIES OR POTENTIALLY PROBLEMATIC CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE ATTENTION OF THE OWNER AND ARCHITECT.
2. HINDERS AND DOORS TO BE REMOVED SHALL BE IDENTIFIED FOR POSSIBLE TENANT IMPROVEMENT USE.
3. FURNITURE LOCATION, RACKS, HOOKS, BRACKETS, ETC PROVIDED BY TENANT.
4. SEISMIC RESTRAINTS FOR ALL EQUIPMENT SHALL BE PROVIDED BY TENANT.
5. PROVIDE PLASTIC COLUMN PROTECTIONS ON (18) COLUMNS TO PROTECT FROM COLLISION. DIAMETER: GLOBAL TUBULAR FABRICATION OR APPROVED EQUAL.
6. ON TOWER ROOF, 8' WIDE TO BE INSTALLED TO BE CHAIN LINK FENCE WITH 18" GALVANIZED ACROD POSTS TO BE BORED BELOW GRADE. PROVIDE 18" DIA. GALVANIZED ACROD POSTS TO BE INSTALLED PER MANUFACTURER AND APPLICABLE CODES.  
A. PROVIDE GATE (SEE DOOR SCHEDULE) AND FENCE AT EXISTING HALLWAY TO MATCH EXISTING HALLWAY. REFER TO FINISH SCHEDULE SHEET CABINET FOR DETAILS.

- LEGEND:**
- EXISTING HALL TO REMAIN
  - NEW HALL
  - EXISTING HALL DOOR OR WINDOW TO BE DISMISSED
  - EXISTING DOOR TO REMAIN
  - NEW DOOR
  - CHAIN LINK FENCE



① FLOOR PLAN  
SCALE: 1/8" = 1'-0"





**TSCARNO ASSOCIATES**  
Theresa Scarino P.E.  
100 Main Street, Suite 100  
Boston, MA 02108  
Tel: 617.552.2222  
Fax: 617.552.2222

**RADIO COMMUNICATIONS SERVICES**  
PROJECT: **9037**  
DATE: **12/14/2008**  
SUBMIT: **BDS**  
PREPARED BY: **PPP**

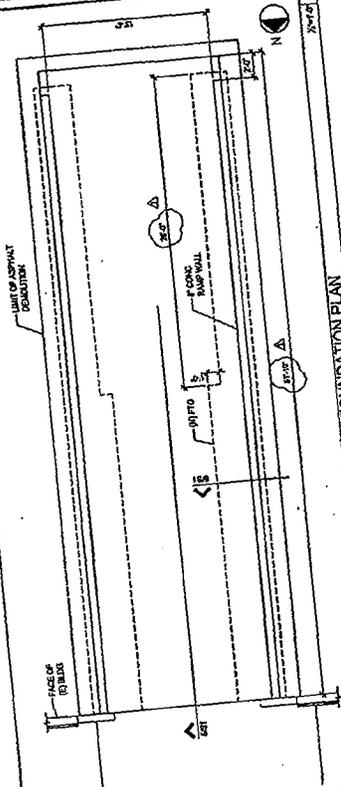
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2 01/06/2010



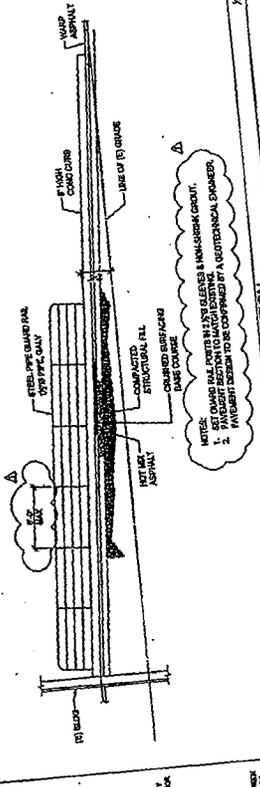
**Structural**  
100 Main Street, Suite 100  
Boston, MA 02108  
Tel: 617.552.2222  
Fax: 617.552.2222

**FINAL DRAWING SET**  
SHEET TITLE: **GENERAL NOTES, GENERAL SECTIONS & DETAILS**  
SHEET NO.: **S1**

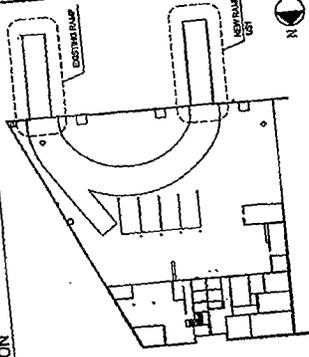
PROJECT: **9037**  
DATE: **12/14/2008**  
SUBMIT: **BDS**  
PREPARED BY: **PPP**



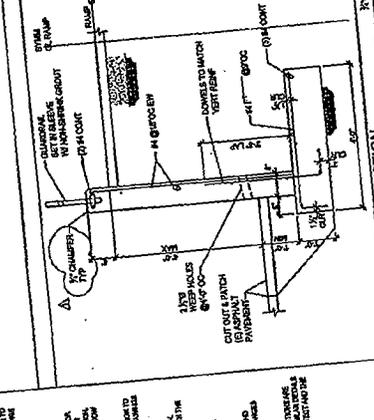
**FOUNDATION PLAN**



**SECTION**



**KEY PLAN**



**SECTION**

**GENERAL NOTES**

1. ALL WORK SHALL BE DONE BY APPROVED CONTRACTORS WHO SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOSTON AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF BOSTON AND THE MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS.

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**GENERAL NOTES**



Telephone Number: 703-441-1111
Fax Number: 703-441-1112
12714/2009

RADIO COMMUNICATIONS SERVICES

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DATE 12/14/2009

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FOR: [Signature]

PROJECT NO. 9037
DATE 12/14/2009

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FOR: [Signature]

ABBREVIATIONS

Table with 2 columns: Abbreviation and Full Name. Includes terms like AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UV, UW, UX, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

ISCARENO ASSOCIATES logo
720 Olive St., Suite 1008
Miami, Florida 33130
(305) 351-1111

GENERAL NOTES, ABBREVIATIONS & DRAWING LIST
SHEET NO. M000
DATE: 12/14/2009
DWG. NO. 9037-01

GENERAL NOTES

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

REMODEL CONSTRUCTION NOTES

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

FIRE PROTECTION NOTES

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

SHEETMETAL NOTES

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

SPRING NOTES

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES AND AUTHORITIES.

ISCARENO ASSOCIATES logo
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TISCARINO ASSOCIATES

Thomas A. Tiscarino, P.E.  
270 Lakeshore Drive, Suite 250  
Arling, VA 22111  
703-441-1888  
703-441-1889

RADIO COMMUNICATIONS SERVICES

PROJECT NO. 9037  
DATE 12/14/2009

PROJECT: RADIO COMMUNICATIONS SERVICES  
DRAWING NO. 9037  
SHEET NO. 17 OF 17  
DATE 12/14/2009  
BY: [Signature]  
CHECKED BY: [Signature]  
APPROVED BY: [Signature]

Engineering and Construction Services  
Socon Group, Inc.  
700 Old Bridge Road  
Farmingdale, NY 11737



FINAL DRAWING SET  
SHEET TITLE  
LEGEND

SHEET NO.  
M001

17 OF 17  
DATE PLOTTED: 12/14/2009 10:46:52 AM

**SYMBOLS LEGEND - PIPING & AIRFLOW DIAGRAMS**

SYMBOL	DESCRIPTION
	PIPING ORIENTATION INDICATOR
	NON-INSULATED AIRFLOW
	ELECTRICAL CONNECTION
	FLUE GAS CONNECTION (HEAT EXCHANGER, ETC.)
	CONNECTION TO CONTROL, INSTRUMENTATION AND CONTROL SYSTEMS (VALVE)
	PUMP
	COMPRESSOR, FAN
	ELECTRIC MOTOR OPERATOR (VALVE AND PUMP)
	FLOOR BEAM
	FLOOR SLAB
	FLOOR FINISH

**SYMBOLS LEGEND - FIRE PROTECTION**

SYMBOL	DESCRIPTION
	FIRE
	NET FIRE ALARM VALVE
	FIRE DEPARTMENT CONNECTION
	REGULATED PRESSURE VALVE WITH AUTOMATIC SWITCH
	NET FIRE ALARM BOX
	NET FIRE ALARM BELL
	NET FIRE ALARM HOOD

**SYMBOLS LEGEND - MEDICAL GASES**

SYMBOL	DESCRIPTION
	GAS
	CONCENTRATION
	MEDICAL VACUUM
	MEDICAL AIR
	MEDICAL OXYGEN
	MEDICAL NITROGEN
	MEDICAL ARGON
	VENTILATION
	VENTILATION CONTROL

**SYMBOLS LEGEND - LABORATORY**

SYMBOL	DESCRIPTION
	LABORATORY

**SYMBOLS LEGEND - PIPING**

SYMBOL	DESCRIPTION
	PIPE

**SYMBOLS LEGEND - PIPING**

SYMBOL	DESCRIPTION
	PIPE

**SYMBOLS LEGEND - PIPING**

SYMBOL	DESCRIPTION
	PIPE

**SYMBOLS LEGEND - PIPING**

SYMBOL	DESCRIPTION
	PIPE

**SYMBOLS LEGEND - AIR HANDLING**

SYMBOL	DESCRIPTION
	AIR HANDLING

**SYMBOLS LEGEND - AIR HANDLING**

SYMBOL	DESCRIPTION
	AIR HANDLING

**SYMBOLS LEGEND - AIR HANDLING**

SYMBOL	DESCRIPTION
	AIR HANDLING

**SYMBOLS LEGEND - AIR HANDLING**

SYMBOL	DESCRIPTION
	AIR HANDLING

**SYMBOLS LEGEND - GENERAL**

SYMBOL	DESCRIPTION
	GENERAL

**SYMBOLS LEGEND - GENERAL**

SYMBOL	DESCRIPTION
	GENERAL

**SYMBOLS LEGEND - AIR HANDLING**

SYMBOL	DESCRIPTION
	AIR HANDLING

**SYMBOLS LEGEND - AIR HANDLING**

SYMBOL	DESCRIPTION
	AIR HANDLING



TISCARENO ASSOCIATES

Tiscareno Associates, P.C.  
2225 North West Blvd.  
Seattle, WA 98107  
Tel: 206.322.2291  
Fax: 206.452.0940

PROJECT NO. 9037  
DATE 12/14/2009  
DRAWING BY PV  
PROJECT NAME RADIO COMMUNICATION SERVICES

PROJECT NO. 9037  
DATE 12/14/2009  
DRAWING BY PV  
PROJECT NAME RADIO COMMUNICATION SERVICES

PROJECT NO. 9037

DATE 12/14/2009

DRAWING BY PV

PROJECT NAME RADIO COMMUNICATION SERVICES

DESIGNED BY FPW

REVISIONS

DATE

BY

REASON FOR CHANGE

NO. 1

DATE 01/08/2010

BY A

REASON FOR CHANGE

NO. 1

DATE

BY

REASON FOR CHANGE

NO. 1

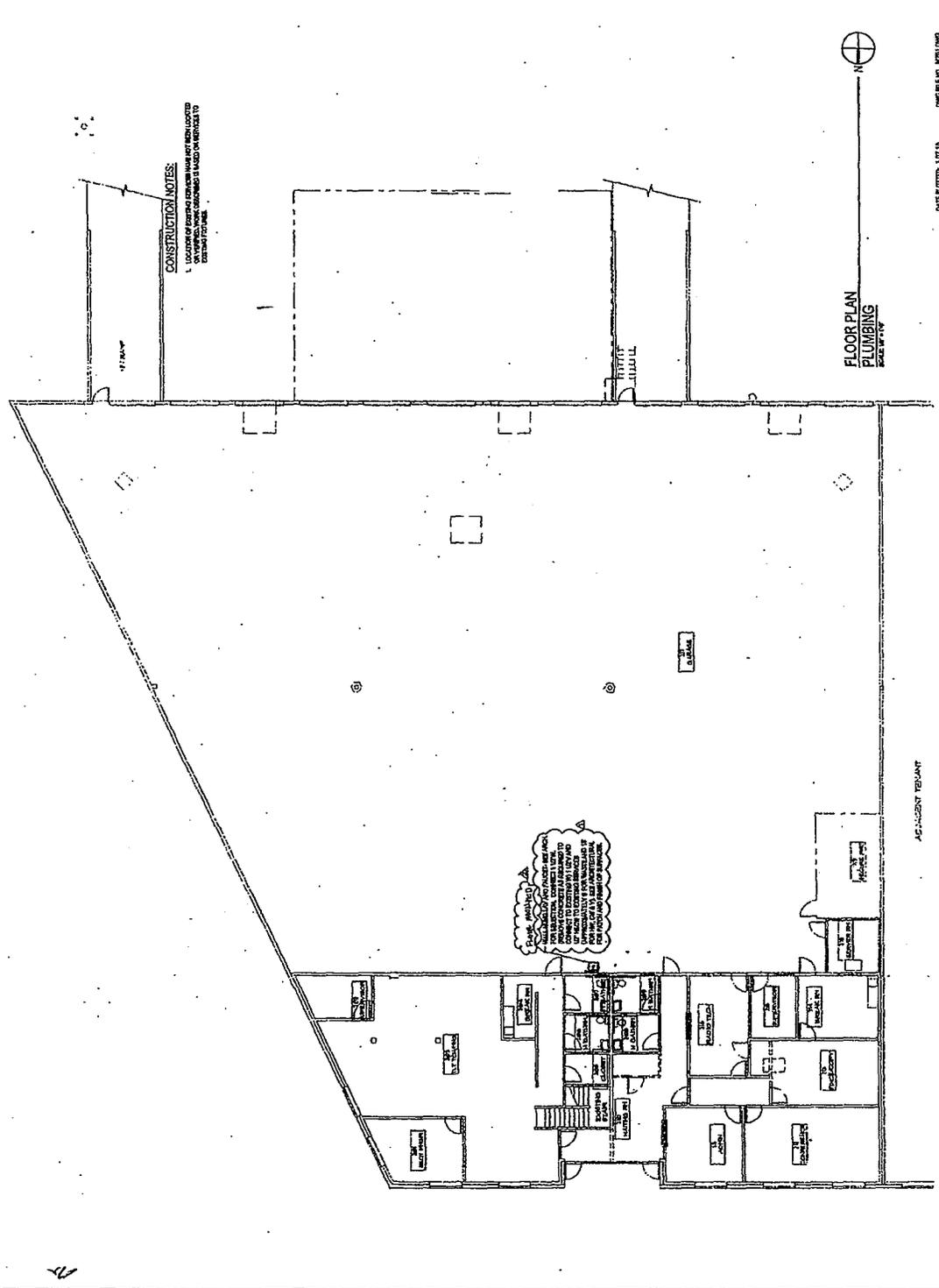
Engineering and Construction Services  
Scazan Group, Inc.  
720 Olive Street, 10th  
Seattle, Washington 98101  
(206) 467-7171



FINAL DRAWING SET  
SHEET TITLE  
FLOOR PLAN -  
PLUMBING

SHEET NO.  
M2011

DATE PLOTTED: 1/27/10 DWG FILE NO.: J2011.DWG  
COPYRIGHT 2009 TISCARENO ASSOCIATES PC



CONSTRUCTION NOTES:  
1. LOCATION OF EXISTING EXPOSURE SHALL NOT BE LOCATED ON VERTICAL CURBS. EXPOSURE TO BE MADE ON REVERSE TO EXISTING EXPOSURE.

PLEASE VERIFY THE AREA SHOWN FOR EXISTING AND NEW EXPOSURE. VERIFY THE LOCATION OF EXISTING EXPOSURE AND THE LOCATION OF NEW EXPOSURE. VERIFY THE LOCATION OF EXISTING EXPOSURE AND THE LOCATION OF NEW EXPOSURE. VERIFY THE LOCATION OF EXISTING EXPOSURE AND THE LOCATION OF NEW EXPOSURE.

FLOOR PLAN  
PLUMBING  
SCALE: 1/4" = 1'-0"



ADJACENT TENANT

TISCARFENO ASSOCIATES

Therese Associates P.C. 2000... 2000... 2000...

RADIO COMMUNICATIONS SERVICES

PROJECT NO. 9037 DATE 12/14/2019

DRAWN BY PV PROJECT NO. 9037

DATE 12/14/2019

GENERAL NOTES:

- THE FOLLOWING PART OF THE PROJECT AND ALL NOTES HEREIN SHALL BE INCLUDED IN THE BIDDING... 1. ALL ELECTRICAL WORK... 2. ALL ELECTRICAL WORK...

ABBREVIATIONS:

- AC AIR CONDITIONER... AD AIR DUCT... AE AIR EXHAUST... AF AIR FILTER... AG AIR GATE...

POWER DISTRIBUTION:

- AC AIR CONDITIONER... AD AIR DUCT... AE AIR EXHAUST... AF AIR FILTER... AG AIR GATE...

WIRING DEVICES:

- 1 SINGLE POLE SWITCH... 2 DOUBLE POLE SWITCH... 3 3-POLE SWITCH...

GENERAL:

- DRIVING CONNECTION (PULL) WIRE... SURFACE MOUNT... SWITCHES...

LIGHTING:

- LIGHT FIXTURES... DIMMER SWITCHES... SECURITY LIGHTS...

LEGEND, GEN. NOTES, ABBR., LIGHTING FIXTURE SCHED. & DWG. LIST

Table with columns: TYPE, QUANTITY, UNIT, NOTES. Includes items like RECESSED DOWN LIGHT, TRACK LIGHT, etc.

ABBREVIATIONS:

- AC AIR CONDITIONER... AD AIR DUCT... AE AIR EXHAUST... AF AIR FILTER... AG AIR GATE...

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- AC AIR CONDITIONER... AD AIR DUCT... AE AIR EXHAUST... AF AIR FILTER... AG AIR GATE...

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LEGEND, GEN. NOTES, ABBR., LIGHTING FIXTURE SCHED. & DWG. LIST

Table with columns: TYPE, QUANTITY, UNIT, NOTES. Includes items like RECESSED DOWN LIGHT, TRACK LIGHT, etc.

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- AC AIR CONDITIONER... AD AIR DUCT... AE AIR EXHAUST... AF AIR FILTER... AG AIR GATE...

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- 1 SINGLE POLE SWITCH... 2 DOUBLE POLE SWITCH... 3 3-POLE SWITCH...

GENERAL:

- DRIVING CONNECTION (PULL) WIRE... SURFACE MOUNT... SWITCHES...

LIGHTING:

- LIGHT FIXTURES... DIMMER SWITCHES... SECURITY LIGHTS...

TISCARENO ASSOCIATES

Tiscareno Associates, P.C.  
200 Lincoln Avenue, Suite 100  
Westborough, MA 01581  
P: 508.336.2500  
F: 508.336.1800

MEMBER OF THE ASSOCIATION  
OF ARCHITECTS

PROJECT

RADIO  
COMMUNICATION  
SERVICES

PROJECT NO. 9037

DATE 12/14/2009

DRAWN BY PV

PROJECT LOCATION MA

REVISIONS

NO. DATE

1. 12/14/2009

BY PV

DATE PLOTTED

12/14/2009

Engineering and Construction Services  
Sabin Group, Inc.  
730 One, Suite 1100  
Boston, Massachusetts 02111  
(617) 267-1100



FINAL DRAWING SET

SHEET TITLE  
FLOOR PLAN -  
LIGHTING

SHEET NO.

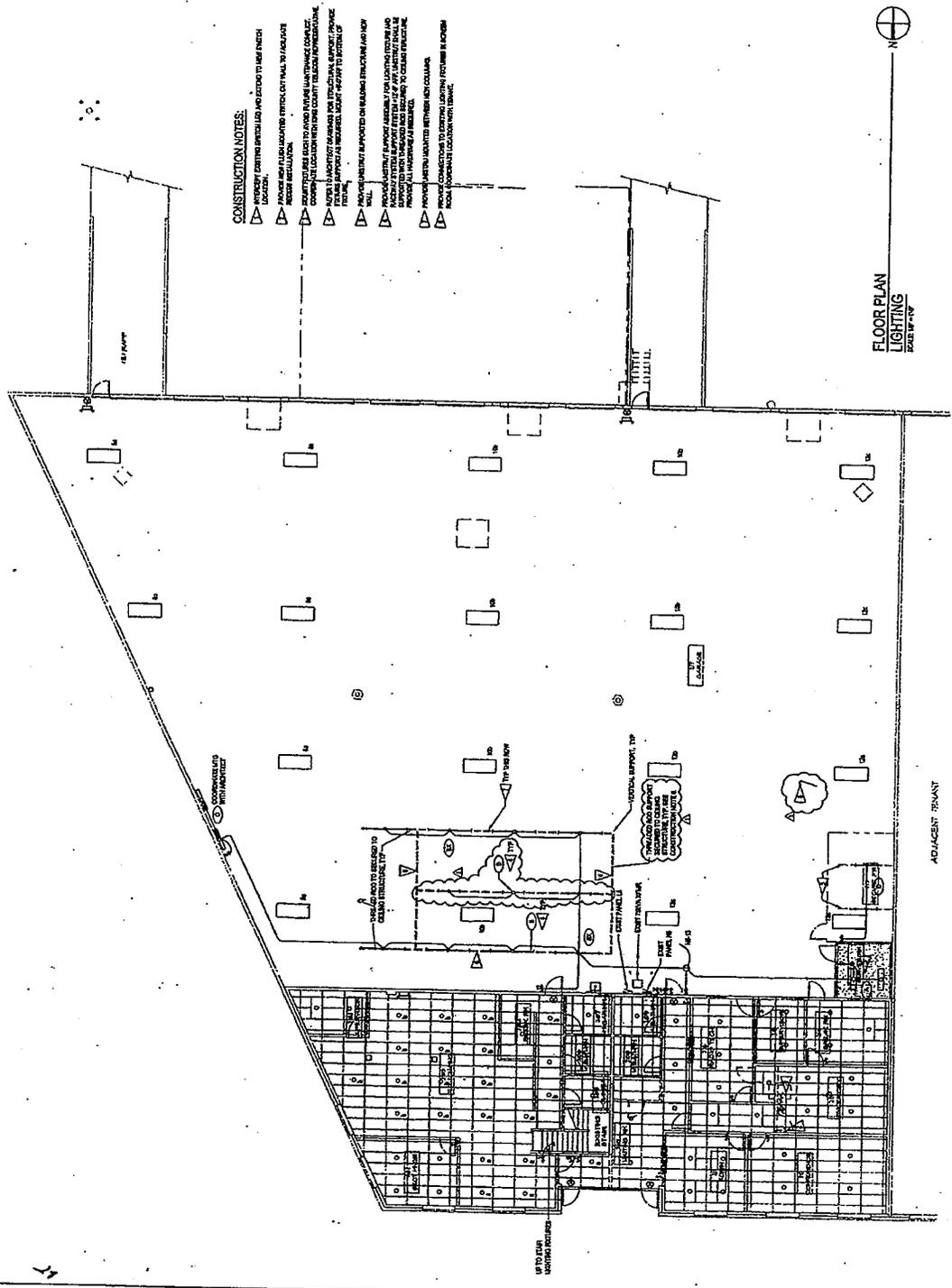
E101

PLP 17

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CONSTRUCTION NOTES:

- 1. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 2. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 3. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 4. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 5. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 6. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 7. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 8. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 9. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.
- 10. PROVIDE ALL LIGHTING FIXTURES TO MATCH FINISH MATERIAL, COORDINATE MATERIALS AND LOCATION TO MEET FINISH REQUIREMENTS.



FLOOR PLAN  
LIGHTING  
DATE 12/14/09



DATE PLOTTED: 12/15/09 DATE FILED: 12/15/09





**TISCARENO ASSOCIATES**

Tiscareno Associates P.S.  
10000 Old Orchard Road  
Suite 100, Fairfax, VA 22031  
Tel: 703.261.5500  
Fax: 703.261.5501

MEMBER OF THE NATIONAL  
ASSOCIATION OF ELECTRICAL CONTRACTORS

**RADIO COMMUNICATION SERVICES**

PROJECT NO. 9037

DATE 12/14/2008

DRAWN BY PV

PRINCIPAL IN CHARGE KA

REVISIONS

NO. DATE

1 01/28/2010

Engineering and Construction Services  
**Szabin Group, Inc.**  
720 Ohio Suite 1028  
Seattle, Washington WA 98101  
Tel: 206.291.1771



**FINAL DRAWING SET**  
SHEET TITLE  
**PANEL SCHEDULES**

SHEET NO.  
**E400**

1 OF 17

CONTRACT NO. TISCARENO ASSOCIATES 94

**PANEL 16G SCHEDULE**

DESCRIPTION: 250A  
TYPE: 250A  
MATERIALS: 250A  
ASSEMBLY: 250A

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	250A	1	EA	100.00	100.00
2	250A	1	EA	100.00	100.00
3	250A	1	EA	100.00	100.00
4	250A	1	EA	100.00	100.00
5	250A	1	EA	100.00	100.00
6	250A	1	EA	100.00	100.00
7	250A	1	EA	100.00	100.00
8	250A	1	EA	100.00	100.00
9	250A	1	EA	100.00	100.00
10	250A	1	EA	100.00	100.00
11	250A	1	EA	100.00	100.00
12	250A	1	EA	100.00	100.00
13	250A	1	EA	100.00	100.00
14	250A	1	EA	100.00	100.00
15	250A	1	EA	100.00	100.00
16	250A	1	EA	100.00	100.00
17	250A	1	EA	100.00	100.00
18	250A	1	EA	100.00	100.00
19	250A	1	EA	100.00	100.00
20	250A	1	EA	100.00	100.00
21	250A	1	EA	100.00	100.00
22	250A	1	EA	100.00	100.00
23	250A	1	EA	100.00	100.00
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30	250A	1	EA	100.00	100.00
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96	250A	1	EA	100.00	100.00
97	250A	1	EA	100.00	100.00
98	250A	1	EA	100.00	100.00
99	250A	1	EA	100.00	100.00
100	250A	1	EA	100.00	100.00

**PANEL 17 SCHEDULE**

DESCRIPTION: 250A  
TYPE: 250A  
MATERIALS: 250A  
ASSEMBLY: 250A

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	250A	1	EA	100.00	100.00
2	250A	1	EA	100.00	100.00
3	250A	1	EA	100.00	100.00
4	250A	1	EA	100.00	100.00
5	250A	1	EA	100.00	100.00
6	250A	1	EA	100.00	100.00
7	250A	1	EA	100.00	100.00
8	250A	1	EA	100.00	100.00
9	250A	1	EA	100.00	100.00
10	250A	1	EA	100.00	100.00
11	250A	1	EA	100.00	100.00
12	250A	1	EA	100.00	100.00
13	250A	1	EA	100.00	100.00
14	250A	1	EA	100.00	100.00
15	250A	1	EA	100.00	100.00
16	250A	1	EA	100.00	100.00
17	250A	1	EA	100.00	100.00
18	250A	1	EA	100.00	100.00
19	250A	1	EA	100.00	100.00
20	250A	1	EA	100.00	100.00
21	250A	1	EA	100.00	100.00
22	250A	1	EA	100.00	100.00
23	250A	1	EA	100.00	100.00
24	250A	1	EA	100.00	100.00
25	250A	1	EA	100.00	100.00
26	250A	1	EA	100.00	100.00
27	250A	1	EA	100.00	100.00
28	250A	1	EA	100.00	100.00
29	250A	1	EA	100.00	100.00
30	250A	1	EA	100.00	100.00
31	250A	1	EA	100.00	100.00
32	250A	1	EA	100.00	100.00
33	250A	1	EA	100.00	100.00
34	250A	1	EA	100.00	100.00
35	250A	1	EA	100.00	100.00
36	250A	1	EA	100.00	100.00
37	250A	1	EA	100.00	100.00
38	250A	1	EA	100.00	100.00
39	250A	1	EA	100.00	100.00
40	250A	1	EA	100.00	100.00
41	250A	1	EA	100.00	100.00
42	250A	1	EA	100.00	100.00
43	250A	1	EA	100.00	100.00
44	250A	1	EA	100.00	100.00
45	250A	1	EA	100.00	100.00
46	250A	1	EA	100.00	100.00
47	250A	1	EA	100.00	100.00
48	250A	1	EA	100.00	100.00
49	250A	1	EA	100.00	100.00
50	250A	1	EA	100.00	100.00
51	250A	1	EA	100.00	100.00
52	250A	1	EA	100.00	100.00
53	250A	1	EA	100.00	100.00
54	250A	1	EA	100.00	100.00
55	250A	1	EA	100.00	100.00
56	250A	1	EA	100.00	100.00
57	250A	1	EA	100.00	100.00
58	250A	1	EA	100.00	100.00
59	250A	1	EA	100.00	100.00
60	250A	1	EA	100.00	100.00
61	250A	1	EA	100.00	100.00
62	250A	1	EA	100.00	100.00
63	250A	1	EA	100.00	100.00
64	250A	1	EA	100.00	100.00
65	250A	1	EA	100.00	100.00
66	250A	1	EA	100.00	100.00
67	250A	1	EA	100.00	100.00
68	250A	1	EA	100.00	100.00
69	250A	1	EA	100.00	100.00
70	250A	1	EA	100.00	100.00
71	250A	1	EA	100.00	100.00
72	250A	1	EA	100.00	100.00
73	250A	1	EA	100.00	100.00
74	250A	1	EA	100.00	100.00
75	250A	1	EA	100.00	100.00
76	250A	1	EA	100.00	100.00
77	250A	1	EA	100.00	100.00
78	250A	1	EA	100.00	100.00
79	250A	1	EA	100.00	100.00
80	250A	1	EA	100.00	100.00
81	250A	1	EA	100.00	100.00
82	250A	1	EA	100.00	100.00
83	250A	1	EA	100.00	100.00
84	250A	1	EA	100.00	100.00
85	250A	1	EA	100.00	100.00
86	250A	1	EA	100.00	100.00
87	250A	1	EA	100.00	100.00
88	250A	1	EA	100.00	100.00
89	250A	1	EA	100.00	100.00
90	250A	1	EA	100.00	100.00
91	250A	1	EA	100.00	100.00
92	250A	1	EA	100.00	100.00
93	250A	1	EA	100.00	100.00
94	250A	1	EA	100.00	100.00
95	250A	1	EA	100.00	100.00
96	250A	1	EA	100.00	100.00
97	250A	1	EA	100.00	100.00
98	250A	1	EA	100.00	100.00
99	250A	1	EA	100.00	100.00
100	250A	1	EA	100.00	100.00

**PANEL 18 SCHEDULE**

DESCRIPTION: 250A  
TYPE: 250A  
MATERIALS: 250A  
ASSEMBLY: 250A

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	250A	1	EA	100.00	

**EXHIBIT G-1**

To Lease dated January 15, 2010  
 By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

**SIGN CRITERIA****A. TENANT SIGN CRITERIA:**

The following sign criteria have been established for the purpose of maintaining the overall appearance of Seattle Logistics Center 1, for the benefit of all Tenants. No deviation from these criteria will be permitted without Landlord's prior approval in writing.

The criteria has also been established to provide maximum continuity with the environment and an architectural integration with the project.

**B. ADMINISTRATION:**

- 1) Tenant is responsible for the installation, maintenance, and removal of its Primary Identification sign in a manner acceptable to and consistent with the high standards of Seattle Logistics Center 1. All costs incurred to provide sign maintenance will be at Tenant's expense. **Tenant is responsible for obtaining approval of exterior signage from the Landlord and the City of SeaTac prior to installation.** All costs associated with sign permit approval are the responsibility of the Tenant. Inside signs that will be visible from outside the building must be approved by Landlord.
- 2) Upon termination of Tenant's Lease, the sign will be removed at the Tenant's expense and any damage to the building shall be repaired at the Tenant's expense.
- 3) No additional exterior signage will be allowed on the face of the structure.
- 4) Signs installed without approval or contrary to the criteria, will be removed by Landlord at Tenant's expense. A scale drawing showing proposed signage and the building elevation must be submitted to Landlord for approval.
- 5) In the event of any conflict between Tenant and Landlord in regard to the application of these criteria, the Landlord's decision shall be final and binding upon the Tenant.

**C. SIGN SPECIFICATIONS:****1) Tenant Signage**

- a) Tenants' names will be limited to the upper concrete wall facade of the individual tenant space. Tenants shall locate signage over main entry doors or as close thereto as practical.
- b) The letters for tenant signs shall be 16" maximum height, 2" minimum thickness (unless a variation is approved by Landlord), HDU #10 signfoam mounted to the building with VHB tape and silicone adhesive. All signs should be non-illuminated and painted of a color approved by the Landlord. Maximum sign coverage will not exceed 36 square feet and must be centered within the upper concrete panel above Tenant's main entry door(s). Tenant signage may contain logos or more than one row of information provided that the total sign area does not exceed 24" in height and 18 feet in width and presents a professional appearance.

**2) Store Front/Window Signs**

- a) Each tenant is allowed to display their company name and logo and business hours on the glass panel to the left or right of their entrance door. The company name, logo, and business hours will not exceed an area of 18 inches in height and 30 inches in length.
- b) All window signs will be white pressure-sensitive vinyl. The top of the sign shall be 60 inches from the finished floor level and 4 inches from the doorframe. Company name and logo may use corporate colors if appropriate. Business hours will use a futura medium black font in 1-inch letter height.

3) Banners, Posters and Sandwich Boards

- a) Banners, posters, sandwich boards, etc. will only be allowed to be hung in the windows or placed in other locations of the Tenant space on a temporary basis and only with prior written landlord approval.

EXHIBIT G-2

To Lease dated January 15, 2010  
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

SECONDARY SIGN CRITERIA

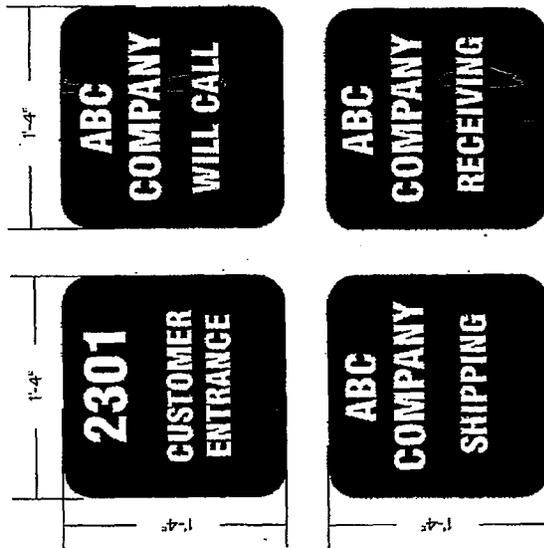
**DOOR BLOCKED**

Roll-up doors that are blocked must be marked on the outside of the door with 5" Helvetica Medium pressure sensitive vinyl lettering. Lettering will be placed approximately 4" above the bottom of the door when the door is closed, or at the same level as other door blocked signs in the business park.

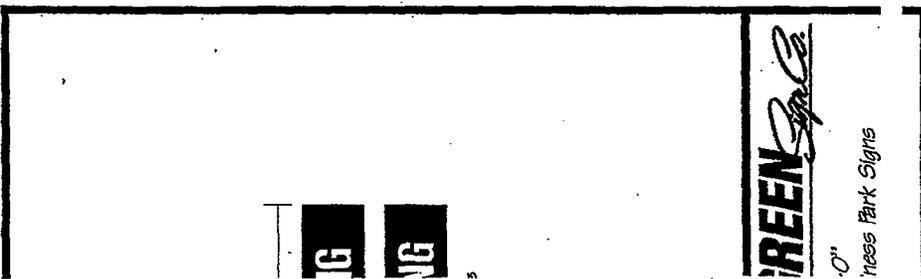
21

Roll-up door numbering will be 10" Helvetica Medium pressure sensitive vinyl lettering, applied over the center of the roll-up door. If awnings are above the roll-up doors, the number will be placed above the awning and centered over each door.  
Dock door numbering will be coordinated and installed by the landlord.

**SECONDARY SIGN CRITERIA**



Signs for man door markings, mounted on wall adjacent to the latch side of the man door, at 60" height from floor to middle of sign.  
Panels are 16" x 16" x 1/4" clear Cast Acrylic, backcoated on the 2nd surface to match Arlon 05 blue with white pressure sensitive vinyl lettering on the 1st surface.  
Sign may be mounted directly to door at 60" height, if the adjacent wall is not available.  
Copy may include tenant name or logo, door function, address, or other messages to direct visitor or employees.



**Exhibit H**

To Lease dated January 15, 2010  
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited  
partnership, and KING COUNTY, a municipal corporation of the state of Washington

**INTENTIONALLY DELETED**

## EXHIBIT I

To Lease dated January 15, 2010  
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited  
partnership, and KING COUNTY, a municipal corporation of the state of Washington

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTH OF STATE ROAD NO. 509 AS CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 7105190411, AND LYING NORTH OF THE FORMER WILLIAM M. HARRY PROPERTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;  
THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION AND THE CENTERLINE OF 8<sup>TH</sup> AVENUE SOUTH;  
SOUTH 01°12'39" EAST 663.73 FEET;  
THENCE SOUTH 88°51'35" EAST 20.02 FEET TO THE EAST MARGIN OF 8<sup>TH</sup> AVENUE SOUTH AND THE NORTH LINE OF THE FORMER WILLIAM M. HARRY PROPERTY AND THE TRUE POINT OF BEGINNING;  
THENCE FROM THE TRUE POINT OF BEGINNING NORTH 01°12'39" WEST 634.05 FEET ALONG THE EAST MARGIN OF 8<sup>TH</sup> AVENUE SOUTH TO THE SOUTH MARGIN OF SOUTH 192<sup>ND</sup> STREET;  
THENCE SOUTH 89°46'25" EAST 783.30 FEET ALONG THE SOUTH MARGIN OF SOUTH 192<sup>ND</sup> STREET TO A POINT ON THE CURVE OF THE WEST MARGIN OF SR 509;  
THENCE SOUTHEASTERLY ALONG SAID CURVE WITH RADIUS OF 3195.00 FEET, WHOSE CENTER BEARS NORTH 67°02'23" EAST, THROUGH A CENTRAL ANGLE OF 5°07'37" A DISTANCE OF 285.90 FEET;  
THENCE ON A NON-TANGENT BEARING SOUTH 42°01'50" EAST 531.60 FEET;  
THENCE SOUTH 35°11'49" EAST 3.58 FEET TO THE NORTH LINE OF THE FORMER WILLIAM M. HARRY PROPERTY;  
THENCE ALONG SAID NORTH LINE NORTH 88°51'35" WEST 1251.28 FEET TO THE TRUE POINT OF BEGINNING.

**EXHIBIT J**

To Lease dated January 15, 2010  
By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited  
partnership, and KING COUNTY, a municipal corporation of the state of Washington

**INTENTIONALLY DELETED**

**EXHIBIT K**

To Lease dated January 15, 2010  
 By and between AMB INSTITUTIONAL ALLIANCE FUND III, L.P., a Delaware limited partnership, and KING COUNTY, a municipal corporation of the state of Washington

**MOVE OUT STANDARDS**

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of this Lease, the same shall, at Landlord's option, be removed from the Premises and stored at Tenant's expense or be deemed abandoned and shall become the property of the Landlord.

The Tenant shall surrender the Premises, at the time of the expiration of the Lease, in a condition that shall include, but is not limited to, addressing the following items:

1. **Lights:** Office and warehouse lights will be fully operational with all bulbs functioning.
2. **Dock Levelers & Roll Up Doors:** Should be in good working condition.
3. **Dock Seals:** Free of tears and broken backboards repaired.
4. **Warehouse Floor:** Free of stains and swept with no racking bolts and other protrusions left in floor. Cracks should be repaired with an epoxy or polymer.
5. **Tenant-Installed Equipment & Wiring:** Removed and space turned to original condition when originally leased. (Remove air lines, junction boxes, conduit, etc.)
6. **Walls:** Sheetrock (drywall) damage should be patched and fire-taped so that there are no holes in either office or warehouse.
7. **Roof:** Any tenant-installed equipment must be removed and roof penetrations properly repaired by licensed roofing contractor. Active leaks must be fixed and latest landlord maintenance and repairs recommendation must have been followed.
8. **Signs:** All exterior signs must be removed and holes patched and paint touched-up as necessary. All window signs should likewise be removed.
9. **Heating & Air Conditioning System:** A written report from a licensed HVAC contractor within the last three (3) months stating that all evaporative coolers and/or heaters within the warehouse are operational and safe and that office HVAC system is also in good and safe operating condition.
10. **Overall Cleanliness:** Clean windows, sanitize bathroom(s), vacuum carpet, and remove any and all debris from office and warehouse. Remove all pallets and debris from exterior of premises.
11. **Upon Completion:** Contact Landlord's property manager to coordinate date of turning off power, turning in keys, and obtaining final Landlord inspection of premises which, in turn, will facilitate refund of security deposit.

## GLOSSARY

The following terms in the Lease are defined in the paragraphs opposite the terms.

<u>TERM</u>	<u>DEFINED IN PARAGRAPH</u>
Additional Rent	4.1
Applicable Requirements	6.3
Assign	12.1
Base Rent	1.4
Basic Provisions	1.1
Building	1.2
Building Operating Expenses	4.2(b)
Code	12.1
Commencement Date	1.3
Commencement Date Certified	3.3
Common Areas	2.2
Common Area Operating Expenses	4.2(b)
Condemnation	14
Default	13.1
Expiration Date	1.3
HVAC	4.2(a)
Hazardous Substance	6.2
Indemnity	8.5
Industrial Center	1.2
Landlord	1.1
Landlord Entities	6.2(c)
Lease	1.1
Lenders	6.4
Mortgage	16.18
Operating Expenses	4.2
Party/Parties	1.1
Permitted Use	1.8
Premises	1.2
Prevailing Party	16.13
Real Property Taxes	10.2
Rent	4.1
Reportable Use	6.2
Requesting Party	15
Responding Party	15
Rules and Regulations	2.4
Security Deposit	1.7, 5
Taxes	10.2
Tenant	1.1
Tenant Acts	9.2
Tenant's Share	1.5
Term	1.3
Use	6.1

# Appendix C

## 2. Surplus Sale Contract

After recording return document to:

State of Washington  
Department of General Administration  
Division of State Services  
P O Box 41015  
Olympia WA 98504-1015

**Document Title: Purchase and Sale Agreement**

**Seller: King County**

**Purchaser: State of Washington, State Board for Community and Technical Colleges, Renton Technical College, acting through the Department of General Administration**

**Legal Description: Lot 4, City of Renton Short Plat No. LUA-01-090**

**Assessor's Tax Parcel Number: 162305913509**

### **PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_, by and between KING COUNTY, a political subdivision of the State of Washington ("Seller"), and STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE, acting through the DEPARTMENT OF GENERAL ADMINISTRATION ("Purchaser").**

### **RECITALS**

A. Seller is the owner of that certain real property at 3407 NE 2<sup>nd</sup> Street, Renton, Washington, commonly known as the **Renton District Court** ("Property"). The Property is more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference.

B. Purchaser desires to purchase the Property for public purposes.

C. The Property was declared surplus by Seller in accordance with King County Code 4.56.

D. On \_\_\_\_\_, 20\_\_\_\_, the King County Council passed Ordinance No. \_\_\_\_\_, which authorized the King County Executive to execute the necessary documents to sell the Property.

E. Seller wishes to transfer its right, title and interest in the Property to Purchaser and Purchaser wishes to acquire said interest upon the terms and conditions contained herein.

**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**

**1.1. PROPERTY TO BE SOLD.** Subject to and upon the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver to Purchaser on the Closing Date (as hereinafter defined) and Purchaser shall buy, assume and accept from Seller on the Closing Date the following assets and properties:

- (a) all the Seller's right, title and interest in the Property described in **EXHIBIT A**;
- (b) all of Seller's right, title and interest in improvements and structures located on the Property, and
- (c) all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property").

Hereinafter, the foregoing are collectively referred to as the "Purchased Assets."

**ARTICLE 2.  
PURCHASE PRICE**

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Purchaser shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of One Million Eighty-seven Thousand Five Hundred and No Cents (\$1,087,500.00) ("Purchase Price") at Closing in cash or immediately available funds.

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Purchaser agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimus*.

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

**2.4. SPECIAL ASSESSMENTS.** 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.

### ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** Seller represents and warrants as follows:

**3.1.1. Organization of Seller.** The Seller is a political subdivision of the State of Washington.

**3.1.2. Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by the Seller (i) is within the municipal powers of the Seller, (ii) has been duly authorized by all necessary municipal action, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller or the authorizing legislation of Seller.

**3.1.3. Litigation.** To the best of Seller's knowledge, there is no material claim or threatened lawsuit against or relating to Seller with respect to the Property which shall impede or materially affect Seller's ability to perform the terms of this Agreement.

**3.1.4. Full Disclosure.** No representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**3.1.5. 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.

**3.1.6. Contracts.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, management or operation of the Property or any portion thereof.

**3.1.7. Future Agreements.** From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not, without the prior written consent of Purchaser:

- (i) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way provided that Seller may enter into any service or maintenance contracts with the terms expiring on or prior to Closing; or
- (ii) sell, dispose of or encumber any portion of the Property.

**3.1.8. Maintenance of the Property.** Seller shall continue to maintain the Property and pay all costs of the Property with respect to the period prior to Closing.

**3.1.9. Warranties and Representations.** Except for the warranties and representations contained in this Agreement, Seller does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the purchased assets and no employee or agent of Seller is authorized otherwise.

**3.1.10. Condition of the Property.** Seller has not intentionally withheld any material information concerning environmental matters with respect to the Property. To the best of Seller's knowledge (i) there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Substances on the Property at any time during Seller's ownership or use thereof; (ii) there are no underground storage tanks on the Property nor have underground storage tanks been removed from the Property; and (iii) Seller is not aware of any facts which would lead it to believe that there are any Hazardous Substances on the Property. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which

is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal. In the event of a breach of this representation by Seller and provided Purchaser has brought an action within the time period and in accordance with the limitation set forth below, Seller shall indemnify and hold harmless the Purchaser from damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean up costs assessed against or imposed as a result of any such generation, treatment, storage, transfer, disposal or release. The above representation shall survive Closing for a period of twelve (12) months, and Purchaser shall have no right to bring any action thereon after the expiration of such twelve (12) month period unless Purchaser advises Seller in writing of an alleged breach thereof before the end of such twelve (12) month period, stating with specificity the nature of the alleged breach and providing Seller concurrently therewith with documentation thereof.

**3.1.11 Seller's Knowledge.** The phrase "to the best of Seller's knowledge" when used in this Section 3.1 shall mean the knowledge of the current employees of King County.

**3.2. REPRESENTATIONS AND WARRANTIES OF PURCHASER. PURCHASER REPRESENTS AND WARRANTS AS FOLLOWS:**

**3.2.1. Execution, Delivery and Performance of Agreement.**  
**Authority.** The execution, delivery and performance of this Agreement by Purchaser (i) is within the authority of the Purchaser, (ii) has been duly authorized by all necessary action, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Purchaser is a party or which is presently in effect and applicable to Purchaser or the authorizing legislation of Purchaser.

**3.2.2. Litigation.** To the best of Purchaser's knowledge, there is no material claim or threatened lawsuit against or relating to Purchaser which shall impede or materially affect Purchaser's ability to perform the terms of this Agreement.

**3.2.3. Full Disclosure.** No representation or warranty by Purchaser in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**3.2.4. Condition of Property.** Pursuant to Article 5, Purchaser acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Purchaser deems necessary in connection with its purchase of the Purchased Assets, and that Seller has provided Purchaser with copies of all reports in Seller's possession that have been requested by Purchaser.

**3.2.5. Purchase Price Representations.** Purchaser acknowledges that the Purchase Price set forth in Section 2.1 of this Agreement will be paid by Purchaser based on Purchaser's valuation of the Property and not upon any representations by the Seller. Purchaser's failure to inspect, or to be fully informed as to any factor bearing upon the valuation of the Property, shall not affect the liabilities, obligations or duties of Seller under this Agreement, nor be a basis for termination of this Agreement.

**3.2.6. No Broker.** No broker, finder, agent or similar intermediary has acted for or on behalf of Purchaser 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 Purchaser or any action taken by the Purchaser.

#### ARTICLE 4. TITLE MATTERS

**4.1. TITLE.** Seller shall deliver to Purchaser a Statutory Warranty Deed, good and marketable title, free and clear of all liens, defects and encumbrances except the Permitted Exceptions.

**4.1.1. Title Commitment.** Seller shall, as soon as possible and not later than ten (10) days from the date hereof, cause to be furnished to Purchaser a current ALTA form of commitment for an owner's policy of title insurance (the "Title Commitment") issued by **Pacific Northwest Title Insurance Company** (the "Title Company"), describing the Property, listing Purchaser as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as Seller causes the Title Commitment to be furnished to Purchaser, Seller shall further cause to be furnished to Purchaser legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.1.2. Review of Title Commitment.** Purchaser shall have until thirty (30) days after receipt of the Title Commitment (the "Review Period") in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment and of any title insurance endorsements required by Purchaser. Any exceptions or other items that are set forth in the Title Commitment and to which Purchaser does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Purchaser does object within the Review Period, Seller shall notify Purchaser within ten (10) days after Seller receives Purchaser's notice of objections of any exceptions to title which Seller is

not able to remove or otherwise resolve, and Purchaser may, at Purchaser's option, either waive the objections not cured or Purchaser may terminate this Agreement by notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by Seller at Closing.

**4.2. OWNER'S TITLE INSURANCE POLICY.** At the closing, Seller shall provide Purchaser an owner's policy of title insurance issued by Title Company in the full amount of the purchase price, effective as of the closing date, insuring Purchaser that the fee simple title to the Property is vested in Purchaser, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Purchaser as provided herein, and to any other matters approved in writing by Purchaser. The obligation of Seller to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment to issue the policies in the form required by this section.

**4.3. CONVEYANCE.** Seller shall convey to Purchaser the title to the Property by Statutory Warranty Deed in the form attached hereto as **Exhibit D**. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

## **ARTICLE 5. CONTINGENCIES**

**5.1. DUE DILIGENCE PERIOD.** The obligations of Purchaser under this Agreement are subject to the satisfaction of the contingencies set forth in section 2.3 and this Article 5. In the event any one or more of the contingencies herein set forth is not satisfied within thirty (30) days following the date of mutual execution of this Agreement ("Due Diligence Period") and/or pursuant to the provisions set forth herein, Purchaser may terminate this Agreement upon written notice to Seller on or before the expiration of the Due Diligence Period, and neither party shall have any further rights or obligations to the other hereunder. Purchaser shall be the sole judge as to whether the contingencies shall have been satisfied.

**5.2. INSPECTIONS.** The condition of the Property for Purchaser's contemplated use shall meet the approval of Purchaser, in Purchaser's sole discretion, to be determined by Purchaser and approved or rejected within the Due Diligence Period. During the Due Diligence Period, Purchaser, its designated representatives or agents shall have the right at Purchaser's expense to (i) perform any and all tests, inspections, surveys or appraisals of the Property deemed necessary by Purchaser (subject to the limitations set forth below); (ii) obtain a Phase I Environmental Assessment on the Property; (iii) examine all due diligence materials delivered to Purchaser by Seller; and (iv) determine to its

satisfaction whether approvals, permits and variances for the Project can be obtained for Purchaser's proposed development of the Project on the Property.

**5.3. RIGHT OF ENTRY.** Purchaser and Purchaser's designated representatives or agents shall have the right, upon reasonable notice to Seller and during reasonable hours, to enter the Property and conduct the tests, investigations and studies set forth in this Article 5. Notwithstanding anything to the contrary herein, invasive tests of the Property such as drilling or excavation shall be subject to Seller's prior written approval, which shall not be unreasonably denied.

**5.4. FUNDING APPROPRIATION AND APPROVALS.** Obligations of the Purchaser under this agreement are subject to funding appropriation by the State of Washington and approval by the State Board for Community and Technical Colleges and the Office of the Attorney General. Approval shall be secured on or before July 9, 2004 and written notification thereof shall be delivered to the Seller within 5 business days.

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

**6.1. CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the date hereof 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 Date (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 Purchaser 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 which occurs prior to the Closing Date.

#### **ARTICLE 7. COVENANTS OF PURCHASER PENDING CLOSING**

**7.1. CONDUCT, NOTICE OF CHANGE.** Purchaser covenants that between the date hereof and the Closing, Purchaser 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 Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Purchaser 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. Purchaser shall give Seller 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 which occurs prior to the Closing Date.

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

All obligations of Purchaser hereunder 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 Purchaser at or prior to closing all documents required by the terms of this agreement to be delivered to Purchaser.

**8.2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**8.3. OBLIGATIONS.** 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.

**8.4. TITLE.** Any and all matters shown or referred to in the Title Commitment to which Purchaser has objected within the time specified in Section 4.1, shall have been cured by Seller, unless such objections have been waived by Purchaser. The Title Company is irrevocably committed to issue an owner's coverage policy of title insurance containing no exceptions other than the Permitted Exceptions.

**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 Purchaser shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Purchaser contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Purchaser at or before the Closing shall have been properly performed in all material respects.

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

**ARTICLE 10.  
CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place **July 30, 2004**, or such earlier date as may be mutually agreed upon by the parties ("Closing Date"). Title, right and interest to the Purchased Assets shall pass to Purchaser at the Closing and risk of loss thereof shall be the responsibility of Purchaser as of Closing Date.

**10.1.1 Extension.** In the event either party wishes to extend the closing date beyond **July 30, 2004**, both parties agree that the closing date may be extended on a month-to-month basis not to exceed sixty days.

**10.2. PRORATIONS.** All prorations, unless otherwise specifically provided for herein, shall be made as of the Closing Date.

**10.2.1. Closing Costs.** Seller shall pay the premium for an owner's standard coverage policy of title insurance, any real estate excise or other transfer tax due, if any, and its own attorneys' fees. Purchaser shall pay its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the party incurring such expenses.

**10.2.2. Taxes.** Seller is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Property. From and after Closing, Purchaser acknowledges that it shall be liable for the payment of such Taxes, if applicable, and will take such steps as are reasonably necessary to cause the applicable taxes to be levied and promptly paid.

**10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, Seller will deliver to Purchaser the following properly executed documents:

(a) A Bill of Sale and Assignment duly executed by the Seller in the form of **EXHIBIT B**, attached hereto for the Personal Property.

(b) Seller's Certificate of Non-Foreign status substantially in the form of **EXHIBIT C**, attached hereto.

(c) Statutory Warranty Deed conveying the Property in the form of EXHIBIT D attached hereto.

**10.4. PURCHASER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Purchaser will deliver to Seller the Purchase Price as follows:

(a) Cash or immediately available funds in the amount of the Purchase Price.

#### **ARTICLE 11. TERMINATION**

**11.1. TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 and 9 has not been satisfied by the Closing Date. In that event, if neither party is in default under this Agreement, the parties shall have no further obligations or liabilities to one another.

#### **ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller and Purchaser in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller or Purchaser pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Purchaser and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons.

**12.2. DEFAULT; REMEDIES.** In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by either party to this Agreement, the non-defaulting party shall have a claim for damages for such breach or default.

**12.3. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**12.4. 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 days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

**If to Purchaser:** Department of General Administration  
Division of State Services  
PO Box 41015  
Olympia, WA 98504-1015

Renton Technical College  
Vice President, Plant Operations  
3000 NE 4<sup>th</sup> Street  
Renton, WA 98056

**If to Seller:** King County Facilities Management Division  
Asset Development and Management Section  
King County Administration Building  
500 Fourth Avenue, Room 500  
Seattle, WA 98104

**12.5. INTEGRATION; AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the parties 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 hereto.

**12.6. 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.

**12.7. INDEMNITY.** Seller shall indemnify, and hold Purchaser harmless from and against any costs, expenses and liabilities, including without limitation reasonable attorneys' fees, which Purchaser may suffer or incur in connection with (i) any misrepresentation in or omission of any material documents, items or information to be submitted by Seller to Purchaser relating to the Property or its operations known by Seller; or (ii) failure of Seller to perform any of its obligations hereunder. Purchaser shall be responsible for any costs, expenses and liabilities, including without limitation reasonable attorney's fees, which Seller may suffer or incur in connection with (i) any misrepresentation in or omission of any material documents, items or information to be submitted by Purchaser to Seller relating to this transaction; or (ii) failure of Purchaser to perform any of its obligations hereunder.

**12.8. BINDING EFFECT.** Subject to Section 12.13 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

**12.9. 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.

**12.10. 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.

**12.11. GOVERNING LAW.** This Agreement and all amendments thereof 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 provisions.

**12.12. NON-MERGER.** The terms and provisions of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

**12.13. ASSIGNMENT.** Purchaser shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**12.14. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and 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 either party.

**12.15. EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bill of Sale and Assignment
EXHIBIT C	Seller's Certificate of Non-Foreign Status
EXHIBIT D	Statutory Warranty Deed

EXECUTED as of the date and year first above written:

**PURCHASER:**  
State of Washington,  
State Board for Community and Technical  
Colleges, Renton Technical College,

**SELLER**  
King County

Acting through the Department of  
General Administration

By: *Calin Hoggard*

Title: *Real Estate Services Manager*

Date: *July 8, 2004*

*[Signature]*  
Mark L. Lahare, Real Estate Services Manager  
Division of State Services

APPROVED AS TO FORM

By: *[Signature]*  
Deputy Prosecuting Attorney

Date: *July 8, 2004*

Date: *7/13/04*

*[Signature]*  
Robert A. Bippert, Assistant Director  
Division of State Services

Date: *7/13/04*

APPROVED AS TO FORM

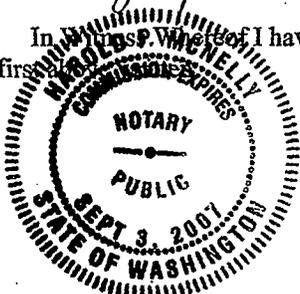
By: *Margene Smith*  
Assistant Attorney General

Date: *7/13/04*

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

On this day personally appeared before me Calvin Haggard, to me known to be the Real Estate Services Manager of KING COUNTY, the political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.  
Given under my hand and official seal this 8 day of July, 2004

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

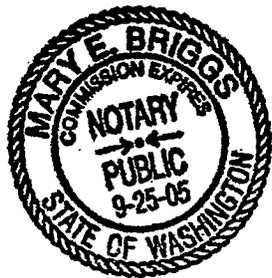


Mark L. Lahai  
Notary Public in and for the State of Washington,  
Residing at Seattle  
My commission expires 9-3-2007

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of July, 2004, personally appeared before me MARK L. LAHAIE, Real Estate Services Manager, Division of State Services, Department of General Administration, 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 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.



Mary E. Briggs  
Notary Public in and for the State of Washington,  
Residing at OLYM PIA  
My commission expires 9-25-05

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 13<sup>th</sup> day of July, 2004, personally appeared before me ROBERT A. BIPPERT, Assistant Director, Division of State Services, Department of General Administration, 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 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.

Mary E. Briggs  
Notary Public in and for the State of Washington,  
Residing at OLYMPIA  
My commission expires 9-25-05



**Exhibit A**

**LEGAL DESCRIPTION**

**LOT 4, CITY OF RENTON SHORT PLAT NO. LUA-01-090, RECORDED  
UNDER RECORDING NUMBER 20020517900003, IN KING COUNTY,  
WASHINGTON**

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**Exhibit B**

**BILL OF SALE AND ASSIGNMENT**

**KING COUNTY**, a political subdivision of the State of Washington ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, hereby grants, bargains, sells, transfers and delivers to **RENTON TECHNICAL COLLEGE**, a public education institution of the State of Washington ("Grantee"), the following personal property ("Personal Property") located on or owned in connection with the real property described on the attached ~~EXHIBIT A~~ ("Real Property"):

1. All of Grantor's right, title and interest in the improvements and structures located on the Real Property, if any; and
2. All of Grantor's right, title and interest in and to the tangible personal property, if any, owned by Grantor and attached, appurtenant to or used in connection with the Real Property.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**GRANTOR:**

**KING COUNTY**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT A TO BILL OF SALE AND ASSIGNMENT**

**REAL PROPERTY**

**LEGAL DESCRIPTION**

**LOT 4, CITY OF RENTON SHORT PLAT NO. LUA-01-090, RECORDED  
UNDER RECORDING NUMBER 20020517900003, IN KING COUNTY,  
WASHINGTON**

---

**EXHIBIT C**

**SELLER'S CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by ~~KING COUNTY~~ ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

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); and

Transferor's United States employer identification number is

91-6001327; and

Transferor's office address is King County Facilities Management Division, Asset Development and Management Section, Room 500 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the 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 \_\_\_\_\_, 2004.

**TRANSFEROR:**

**KING COUNTY**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT D**

Filed For Record At Request Of

**AFTER RECORDING RETURN TO:**  
K. C. Property Services Division  
500A King County Admin. Bldg.  
500 Fourth Avenue  
Seattle, WA 98104

**WARRANTY DEED**

**GRANTOR - KING COUNTY, WASHINGTON**  
**GRANTEE - STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND**  
**TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE**  
**LEGAL - - - TAX LOT 4, CITY OF RENTON SHORT PLAT LUA-01-090**  
**TAX ACCT. 1623059135**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, pursuant to King County Ordinance No. \_\_\_\_\_ does hereby convey and warrant unto STATE OF WASHINGTON, STATE BOARD for COMMUNITY and TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE, a public education institution of the State of Washington, the following described real property, situated in the County of King, State of Washington:

Lot 4, City of Renton Short Plat No. LUA-01-090, recorded under Recording Number 20020517900003, records of King County Washington and on Page 124, Volume 152 of Plats, records of King County, Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

KING COUNTY, WASHINGTON

BY \_\_\_\_\_

TITLE \_\_\_\_\_



# Appendix C

## 3. Purchase and Sale Agreement (large property sale)

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of February 21, 2008, by and between KING COUNTY, a municipal corporation and political subdivision of the State of Washington (the "Seller") and the City of Kent, a municipal corporation (the "Buyer").

### RECITALS

A. Seller owns that certain real property located in the County of King, State of Washington, which consists of approximately 15 acres, more or less, of unimproved land, commonly identified as the Mullen Slough Natural Area, the legal description of which is attached hereto as EXHIBIT A (the "Property").

B. Seller is desirous of selling the Property and Buyer is desirous of purchasing the Property. Buyer is purchasing the Property for open space and natural habitat, and Seller is selling it with restrictions and covenants regarding that same use.

At closing, Seller will execute and deliver to Buyer a Bargain and Sale Deed as described in EXHIBIT B attached hereto (the "Deed"), specifying that:

1) the Property is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, *et seq.*, King County Code 26.12.1005, *et seq.*, and King County Ordinance No. 14714. Buyer covenants to abide by these uses and restrictions and to convey those same uses and restrictions upon any future conveyance.

2) Buyer acknowledges that the Property was purchased for open space purposes with Conservation Futures funds as authorized by King County Ordinance 14714 and covenants that it shall maintain the Property in strict conformance with the uses authorized under RCW 84.34.020. Buyer additionally covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 14714, including the covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, which prohibit both active recreation and motorized recreation (such as off-road recreational vehicles, but allow passive recreation). The Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by RCW 84.34.020 and in strict conformance with the uses authorized and prohibited under Ordinance 14714 and King County Code, Ch. 26.12. The Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore.

3) the Deed will convey good and marketable title to said Property free and clear of all defects;

4) the Deed is subject to the River Protection Easement described in attached Exhibit D;

C. Sale is contingent upon approval by the State of Washington Salmon Recovery Funding Board, and Buyer shall inform Seller of such approval.

## 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

1.1. **PROPERTY TO BE SOLD.** Subject to and upon the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined in Section 10.1 of this Agreement) and Buyer shall buy, assume and accept from Seller on the Closing Date the following assets and properties:

- (a) all of Seller's right, title and interest in the Property as described in EXHIBIT A;
- (b) all of Seller's right, title and interest in improvements and structures located on the Property, if any;
- (c) all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property");
- (d) all of Seller's tenements, hereditaments, easements and rights appurtenant to the Property including but not limited to, all of the Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals and permits affecting the Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Purchased Assets."

### ARTICLE 2. PURCHASE PRICE

2.1. **PURCHASE PRICE AND PAYMENT.** In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Buyer shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price of Two Hundred Ninety Thousand Dollars \$(290,000) (the "Purchase Price")

2.2. **ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to real property and that the value of the Seller's Personal Property, if any, is *de minimus*.

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

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** Seller represents and warrants as follows:

**3.1.1. Definition of Seller.** The Seller is a municipal corporation and subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. Seller has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**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 municipal corporation, (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party to or which is presently in effect and applicable to Seller. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

**3.1.3. Assessments.** There is no pending, or to the best of Seller's knowledge, contemplated local improvement district or other special assessment or charge with respect to the Property, except as may be disclosed in the Title Commitment described in Section 4.1. of this Agreement.

**3.1.4. Full Disclosure.** No representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fail to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**3.1.5. 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.

**3.1.6. Contracts.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Property or any portion thereof.

**3.1.7. Future Agreements.** From and after the date hereof, unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

- (i) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or
- (ii) sell, dispose of or encumber any portion of the Property.

**3.1.8. Condition of the Property.** Seller has not intentionally withheld any material information concerning Hazardous Substances with respect to the Property. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

**3.1.9. 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 any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**3.1.10. 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, as amended (the "Code") and shall deliver to Buyer prior to the Closing Date, an affidavit, as set forth in **EXHIBIT B (Certificate of Non-Foreign Status)**, evidencing such fact, and such other documents as may be required under the Code.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer represents and warrants as follows:

**3.2.1. Organization.** Buyer is a municipal corporation of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate 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 Buyer (i) is within the powers of Buyers as Individuals (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Buyer is a party to or which is presently in effect and applicable to Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. Full Disclosure.** No representation or warranty by Buyer in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fail to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**3.2.4. Condition of Property.** Buyer acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Buyer deems necessary in connection with its purchase of the Purchased Assets, and that, as of the date hereof, Seller has provided Buyer with copies of all reports in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

**3.2.5. Property Acquisition and Redevelopment.** No costs of any nature associated with the purchase of the Property or redevelopment of the Property will ever be or become an obligation of the Seller. The Buyer shall be solely responsible for all costs associated with the acquisition of the Property and redevelopment of the Property, including without limitation responsibility for all land use approvals, permits, site plan approvals, environmental approvals, and any other governmental approvals necessary for Purchaser to develop and construct on the Property.

**3.2.6. 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.

**3.2.7. Indemnification.** Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Property after Closing.

#### **ARTICLE 4. TITLE MATTERS**

**4.1. TITLE.** Seller shall deliver to Buyer good and marketable title, free and clear of all liens, defects and encumbrances except for the Permitted Exceptions (as defined in Section 4.1.3 of this Agreement).

**4.1.1 Title Commitment.** Seller shall obtain a current ALTA form of commitment for an owner's policy of title insurance (the "Title Commitment") issued by Pacific Northwest Title Company (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total purchase price for the Property.

**4.1.2 Survey.** Buyer and Seller acknowledge that Seller has not provided a survey of the Property to Buyer and that Buyer shall satisfy itself as to any survey of property lines it deems necessary.

**4.1.3 Review of Title Commitment and Survey.** Buyer shall have until five (5) days after receipt of the last dated Title Commitment and Survey, if any has been obtained, (the "Review Period") in which to notify Seller of any objections Buyer has to any matters shown or referred to in the Title Commitment or Survey. Any exceptions or other items that are set forth in the Title Commitment or the Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within five (5) days after Seller receives Buyer's notice of objections of any exceptions to the title or items on the Survey which Seller is not willing or able to remove or otherwise resolve, and Buyer may, at Buyer's option, either waive the objections not cured or Buyer may terminate this Agreement by written notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by Seller at Closing.

**4.2. OWNER'S TITLE INSURANCE POLICY.** At the closing, Seller shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the purchase price, effective as of the closing date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Buyer as provided herein, and to any other matters approved in writing by Buyer. The obligation of Seller to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this section. Seller shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

**4.3. CONVEYANCE.** Seller shall convey to Buyer the title to the Property by Bargain and Sale Deed in the form attached hereto as **EXHIBIT B**, subject to the Permitted Exceptions, and appropriate covenants regarding requirements for historic preservation, affordable housing, market rate housing, retail or commercial uses. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall be deemed Permitted Exceptions.

## **ARTICLE 5. CONTINGENCIES**

**5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY.** Buyer may 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 use meets with its approval and with the approval of the State of Washington Salmon Recovery Funding Board, a grant from whom is funding purchase of the Property (Due Diligence Period).

**5.1.1. Inspections.** During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at Buyer's expense to (i) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Purchaser (subject to the limitations set forth below and Paragraph 5.1.2 Right of Entry); (ii) obtain a

Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; and (iii) examine all Due Diligence materials that Buyer may reasonably request from Seller that are not subject to attorney-client privilege or that the County is not otherwise prohibited from disclosing by law; (IV) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyers proposed development of the property, (V) determine whether Purchaser's proposed development of the property is economically feasible.

**5.1.2. Right of Entry.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property pursuant to a County permit and conduct the 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 limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval. The Buyer will not be permitted to undertake activities that damage County property. In connection with such inspections, Buyer 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 Buyer caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering Seller's property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Seller, its officers, agents and employees.

**5.1.3 Approval of King County Council.** Seller's obligation to close is contingent upon approval of the Metropolitan King County Council by ordinance of the conveyance of the Property from Seller to Buyer. This contingency shall automatically be removed upon the effective date of such ordinance. If this contingency is not removed by 5:00 p.m. on the day before the Closing date set forth in this Agreement or as otherwise agreed to in writing by the Parties, Buyer or Seller may terminate this Agreement upon written notice to the other and neither party shall have any further rights or obligations to the other hereunder.

## ARTICLE 6.

### COVENANTS OF SELLER PENDING CLOSING

**6.1. CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the date hereof and the Closing Date, 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 Date (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 Date shall have been performed at or prior to the Closing Date 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 which occurs prior to the Closing Date.

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

**7.1. CONDUCT, NOTICE OF CHANGE.** Buyer covenants that between the date hereof and the Closing Date, Buyer 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 Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing Date shall have been performed at or prior to the Closing Date as provided for in this Agreement. Buyer shall give Seller 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 which occurs prior to the Closing Date.

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

All obligations of Buyer hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing Date, 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 Closing all documents required by the terms of this Agreement to be delivered to Buyer unless a different time period is expressly provided for in this agreement.

**8.2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**8.3. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing Date shall have been properly performed in all material respects.

**8.4. TITLE.** Any and all matters shown or referred to in the Title Commitment to which Buyer has objected within the time specified in Section 4.1, shall have been cured by Seller, unless such objections have been waived by Buyer.

**8.5. APPROVAL OF COUNSEL.** Seller's counsel shall have approved this document as to form as evidenced by such counsel's signature on this Agreement.

**8.6. CONDEMNATION.** No portion of the Purchased Assets shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Purchased Assets to any such body in lieu of condemnation.

**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 Date, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Buyer contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing Date shall have been properly performed in all material respects.

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

**9.5. TITLE.** Buyer shall have caused the Title Company to be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions.

**ARTICLE 10.**  
**CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place on or before March 15th, 2008, unless the Buyer's grant funding contingency period is extended pursuant to a written agreement executed by Buyer, Seller, and the State of Washington Salmon Recovery Funding Board. The contingency period may be extended by the Buyer by mutual agreement with Seller. Upon execution of this Agreement, the parties agree that escrow functions may be provided by King County's Real Estate Services Section (the "Escrow Agent"). The Escrow Agent shall serve as Closing Agent for the transaction contemplated herein and the Closing shall occur in the offices of the King County Administration Building in Seattle, Washington, located at 500 4<sup>th</sup> Avenue, in Room 500, Seattle, Washington, 98104. The title, right of possession and interest to the Purchased Assets shall pass to Buyer upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Buyer.

**10.2. PRORATIONS.** All prorations, unless otherwise specifically provided for herein, shall be made as of the Closing Date.

**10.2.1. Closing Costs.** Buyer has satisfied itself as to the condition of Title for the property. Seller shall pay for the owner's standard coverage title policy. Buyer and Seller shall each pay one half of escrow fees, if any. Buyer shall pay for all additional closing costs associated with this purchase and sale, including but not limited to, the cost of its own attorneys' fees. Except as otherwise provided in Section 10.2 of this Agreement, all other expenses hereunder shall be paid by the party incurring such expenses.

**10.2.2. Taxes.** Seller is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Property.

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

- (a) Seller's Certificate of Non-Foreign Status substantially in the form of **EXHIBIT B**, attached hereto;
- (b) A Warranty Deed conveying the Property in the form of **EXHIBIT C** attached hereto;

**10.4. BUYER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Buyer will deliver to Seller the following properly executed documents:

- (a) Cash in the amount of the Purchase Price.

## **ARTICLE 11. TERMINATION**

**11.1. TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 and 9 has not been satisfied by the Closing Date. In that event, if neither party is in default under this Agreement, the parties shall have no further obligations or liabilities to one another and all documents delivered into escrow shall be returned to the appropriate party.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller and Buyer in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller or Buyer pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Buyer and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons.

**12.2. DEFAULT.** In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue.

**12.3. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**12.4. 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 certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

**If to Buyer:** City of Kent  
Mike Mactutis  
Public Works Environmental Engineering Manager  
400 West Gowe Street  
Kent, Washington 98032

*With a copy to:* Certified Land Services Corporation  
4535 -44<sup>th</sup> Avenue SW  
Seattle, Washington 98116

**If to Seller:** Bob Thompson, Real Estate Services Section  
Facilities Management Division  
Department of Executive Services  
King County Administration Building  
500 Fourth Avenue, Room 500  
Seattle, Washington 98104-2337

*With a copy to:* King County Prosecuting Attorney  
Attn: Pete Ramels  
400 King County Court House  
516 Third Avenue  
Seattle, Washington 98104

**12.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the exhibits attached hereto) constitutes the entire agreement of the parties 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 hereto.

**12.6. SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, 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.

**12.7. 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.

**12.8. BINDING EFFECT.** Subject to Section 12.14 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

**12.9. 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.

**12.10. 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.

**12.11. COOPERATION.** Prior to and after the Closing Date 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.

**12.12. GOVERNING LAW.** This Agreement and all amendments thereof 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 provisions.

**12.13. NON-MERGER.** The terms and provisions of this Agreement will not merge in, but will survive, the Closing of the transaction contemplated under this Agreement.

**12.14. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent, which shall not be unreasonably withheld.

**12.15. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and 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 either party. All 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, although each party must determine if they wish to obtain and pay for such legal review. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

**12.16. EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

<b>EXHIBIT A</b>	Legal Description of Property
<b>EXHIBIT B</b>	Bargain and Sale Deed
<b>EXHIBIT C</b>	Certificate of Non-Foreign Status

**THIS AGREEMENT** by and between **KING COUNTY**, a municipal corporation and political subdivision of the State of Washington (the "Seller") and the City of Kent, a municipal corporation of the State of Washington (the "Buyer"), for purchase of the Mullen Slough Natural Area, is executed as of the date and year first above written:

**SELLER:**

**KING COUNTY, a political subdivision of the State of Washington**

By Wayne Richardson  
Wayne Richardson  
Manager, Real Estate Services Section

**APPROVED AS TO FORM:**

By T. D. [Signature]  
County Deputy Prosecuting Attorney

**BUYER:**

**CITY OF KENT, a municipal corporation of the State of Washington**

Suzette Cooke  
Its [Signature]

**APPROVED AS TO FORM:**

By [Signature]  
City Attorney - Asst

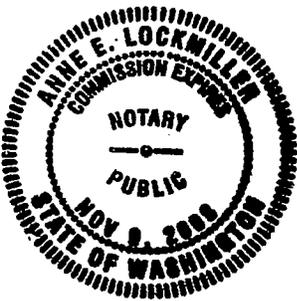
STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me Wayne Richardson, to me known to be the Real Estate Services Section Manager of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of February, 2008.



Anne Lockmiller

Printed Name ANNE LOCKMILLER  
NOTARY PUBLIC in and for the State of Washington,  
residing at SEATTLE, WASHINGTON  
My Commission Expires NOVEMBER 9, 2008

STATE OF WASHINGTON

COUNTY OF KING

} ss.

On this day personally appeared before me Suzette Cooke, the Mayor of City of Kent, known to me to be the Buyer that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of February, 2008



Renee W. Cameron

Printed Name Renee W. Cameron  
NOTARY PUBLIC in and for the State of Washington,  
residing at Pacific  
My Commission Expires 7-9-2008

**EXHIBIT A**

**Property Legal Description of the Mullen Slough Natural Area  
Assessor's Parcel Number 232204-9028**

**THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF THE NORTH BOUNDARY OF SR 516 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 741396:**

**THAT PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, — DESCRIBED AS FOLLOWS:**

**Beginning at a point 1586 feet east and 925 feet north of the southwest corner of said Section;  
Thence north 829 feet;**

**Thence north 50° 29'00" east 410 feet;**

**Thence north 71° 59'00" east 780 feet;**

**Thence north 85° 59'00" 272 feet;**

**Thence south 1365 feet;**

**Thence west 1343 feet to the Point of Beginning;**

**EXCEPT that portion thereof lying south of the White River, East of County Road No. 722, and north of County Road No 76;**

**ALSO EXCEPT that portion condemned in King County Superior Court Cause No. 741396 for State Highway No 516.**

**End of Legal Description**

**EXHIBIT B TO THE PURCHASE AND SALE AGREEMENT****BARGAIN AND SALE DEED**

**GRANTOR** KING COUNTY, WASHINGTON  
**GRANTEE** CITY OF KENT  
**LEGAL** PORTION OF THE SOUTH ½ OF 23-22-04  
**TAX ACCT #** 232204-9028

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, pursuant to K.C. Ordinance No. \_\_\_\_\_, does hereby convey and warrant unto the City of Kent, a municipal corporation of the State of Washington, the Grantee, the real property described in attached Exhibit A, situated in the County of King, State of Washington:

**SUBJECT TO** the River Protection Easement described in the attached Exhibit B;

**AND SUBJECT TO** open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, King County Code, Ch. 26.12, and King County Ordinance No. 14714. Buyer covenants to abide by these uses and restrictions and to convey those same uses and restrictions upon any future conveyance.

Buyer acknowledges that the Property was purchased for open space purposes with Conservation Futures funds as authorized by King County Ordinance 14714 and covenants that it shall maintain the Property in strict conformance with the uses authorized under RCW 84.34.020. Buyer additionally covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 14714, including the covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, which prohibit both active recreation and motorized recreation (such as off-road recreational vehicles, but allow passive recreation). The Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by RCW 84.34.020 and in strict conformance with the uses authorized and prohibited under Ordinance 14714 and King County Code, Ch. 26.12. The Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

KING COUNTY

BY \_\_\_\_\_  
 Wayne Richardson, Real Estate Services Section Manager

**EXHIBIT A  
TO BARGAIN AND SALE DEED**

**PROPERTY LEGAL DESCRIPTION OF THE MULLEN SLOUGH NATURAL AREA  
ASSESSOR'S PARCEL NUMBER 232204-9028**

**THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF  
THE NORTH BOUNDARY OF SR 516 AS CONDEMNED IN KING COUNTY SUPERIOR  
COURT CAUSE NUMBER 741396:**

**THAT PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 22 NORTH,  
RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON,  
DESCRIBED AS FOLLOWS:**

**Beginning at a point 1586 feet east and 925 feet north of the southwest corner of said Section;  
Thence north 829 feet;**

**Thence north 50° 29'00" east 410 feet;**

**Thence north 71° 59'00" east 780 feet;**

**Thence north 85° 59'00" 272 feet;**

**Thence south 1365 feet;**

**Thence west 1343 feet to the Point of Beginning;**

**EXCEPT that portion thereof lying south of the White River, East of County Road No. 722,  
and north of County Road No 76;**

**ALSO EXCEPT that portion condemned in King County Superior Court Cause No. 741396 for  
State Highway No 516.**

**EXHIBIT B**  
**TO BARGAIN AND SALE DEED**  
**RIVER PROTECTION EASEMENT FOR THE MULLEN SLOUGH NATURAL AREA**  
**ASSESSOR'S PARCEL NUMBER 232204-9028**

King County, as Grantor, hereby reserves for itself, for the purposes stated below, a River Protection Easement over, across, along, in, upon and under that portion of the Property referred to in Exhibit A of the Bargain and Sale Deed between King County as Grantor and the City of Kent as Grantee, for the Mullen Slough Natural Area, and more particularly described as follows:

All portions of the above described parcel that are riverward of a line that is parallel to and thirty (30) feet landward of the stable top of the river bank on the Green River ("Easement Area"), as constructed or reconstructed, together with reasonable ingress and egress upon the property to access the easement area.

Grantor reserves for itself a perpetual easement for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining, repairing, modifying, and removing river bank protection and/or other flood related works, including installing, inspecting, maintaining and removing all vegetation and any other appurtenances thereto across, in, under, on, over and upon the following portions of the above described Easement Area.

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Easement Area for the purposes of exercising the Grantee's rights as described herein.

Grantor agrees not to plant non-native vegetation within the Easement Area and not to remove or otherwise alter any improvements installed by Grantee, including any native vegetation that may be planted and any flood protection works that may be constructed, within the Easement Area, without the prior approval of Grantee. Grantor further agrees not to use herbicides within the Easement Area without the prior approval of Grantee. Nothing contained herein shall be construed as granting any license, permit or right, otherwise required by law, to Grantor with respect to the Property and the Easement Area.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights. This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to Grantee by any state statute, including Chapter 86.12 of the Revised Code of Washington, or as otherwise granted or provided for by law.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of Grantor and Grantee.

# Appendix D

## 2. Surplus Sale Contract

After recording return document to:

State of Washington  
Department of General Administration  
Division of State Services  
P O Box 41015  
Olympia WA 98504-1015

**Document Title: Purchase and Sale Agreement**

**Seller: King County**

**Purchaser: State of Washington, State Board for Community and Technical Colleges, Renton Technical College, acting through the Department of General Administration**

**Legal Description: Lot 4, City of Renton Short Plat No. LUA-01-090**

**Assessor's Tax Parcel Number: 162305913509**

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ by and between KING COUNTY, a political subdivision of the State of Washington ("Seller"), and STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE, acting through the DEPARTMENT OF GENERAL ADMINISTRATION ("Purchaser").**

**RECITALS**

A. Seller is the owner of that certain real property at 3407 NE 2<sup>nd</sup> Street, Renton, Washington, commonly known as the **Renton District Court** ("Property"). The Property is more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference.

B. Purchaser desires to purchase the Property for public purposes.

C. The Property was declared surplus by Seller in accordance with King County Code 4.56.

D. On \_\_\_\_\_, 20\_\_\_\_, the King County Council passed Ordinance No. \_\_\_\_\_, which authorized the King County Executive to execute the necessary documents to sell the Property.

E. Seller wishes to transfer its right, title and interest in the Property to Purchaser and Purchaser wishes to acquire said interest upon the terms and conditions contained herein.

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**

**1.1. PROPERTY TO BE SOLD.** Subject to and upon the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver to Purchaser on the Closing Date (as hereinafter defined) and Purchaser shall buy, assume and accept from Seller on the Closing Date the following assets and properties:

- (a) all the Seller's right, title and interest in the Property described in **EXHIBIT A**;
- (b) all of Seller's right, title and interest in improvements and structures located on the Property, and
- (c) all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property").

Hereinafter, the foregoing are collectively referred to as the "Purchased Assets."

#### **ARTICLE 2. PURCHASE PRICE**

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Purchaser shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of One Million Eighty-seven Thousand Five Hundred and No Cents (\$1,087,500.00) ("Purchase Price") at Closing in cash or immediately available funds.

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Purchaser agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimus*.

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

**2.4. SPECIAL ASSESSMENTS.** 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.

### **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** Seller represents and warrants as follows:

**3.1.1. Organization of Seller.** The Seller is a political subdivision of the State of Washington.

**3.1.2. Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by the Seller (i) is within the municipal powers of the Seller, (ii) has been duly authorized by all necessary municipal action, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller or the authorizing legislation of Seller.

**3.1.3. Litigation.** To the best of Seller's knowledge, there is no material claim or threatened lawsuit against or relating to Seller with respect to the Property which shall impede or materially affect Seller's ability to perform the terms of this Agreement.

**3.1.4. Full Disclosure.** No representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**3.1.5. 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.

**3.1.6. Contracts.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, management or operation of the Property or any portion thereof.

**3.1.7. Future Agreements.** From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not, without the prior written consent of Purchaser:

- (i) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way provided that Seller may enter into any service or maintenance contracts with the terms expiring on or prior to Closing; or
- (ii) sell, dispose of or encumber any portion of the Property.

**3.1.8. Maintenance of the Property.** Seller shall continue to maintain the Property and pay all costs of the Property with respect to the period prior to Closing.

**3.1.9. Warranties and Representations.** Except for the warranties and representations contained in this Agreement, Seller does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the purchased assets and no employee or agent of Seller is authorized otherwise.

**3.1.10. Condition of the Property.** Seller has not intentionally withheld any material information concerning environmental matters with respect to the Property. To the best of Seller's knowledge (i) there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Substances on the Property at any time during Seller's ownership or use thereof; (ii) there are no underground storage tanks on the Property nor have underground storage tanks been removed from the Property; and (iii) Seller is not aware of any facts which would lead it to believe that there are any Hazardous Substances on the Property. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which

is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal. In the event of a breach of this representation by Seller and provided Purchaser has brought an action within the time period and in accordance with the limitation set forth below, Seller shall indemnify and hold harmless the Purchaser from damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean up costs assessed against or imposed as a result of any such generation, treatment, storage, transfer, disposal or release. The above representation shall survive Closing for a period of twelve (12) months, and Purchaser shall have no right to bring any action thereon after the expiration of such twelve (12) month period unless Purchaser advises Seller in writing of an alleged breach thereof before the end of such twelve (12) month period, stating with specificity the nature of the alleged breach and providing Seller concurrently therewith with documentation thereof.

**3.1.11 Seller's Knowledge.** The phrase "to the best of Seller's knowledge" when used in this Section 3.1 shall mean the knowledge of the current employees of King County.

**3.2. REPRESENTATIONS AND WARRANTIES OF PURCHASER. PURCHASER REPRESENTS AND WARRANTS AS FOLLOWS:**

**3.2.1. Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by Purchaser (i) is within the authority of the Purchaser, (ii) has been duly authorized by all necessary action, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Purchaser is a party or which is presently in effect and applicable to Purchaser or the authorizing legislation of Purchaser.

**3.2.2. Litigation.** To the best of Purchaser's knowledge, there is no material claim or threatened lawsuit against or relating to Purchaser which shall impede or materially affect Purchaser's ability to perform the terms of this Agreement.

**3.2.3. Full Disclosure.** No representation or warranty by Purchaser in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**3.2.4. Condition of Property.** Pursuant to Article 5, Purchaser acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Purchaser deems necessary in connection with its purchase of the Purchased Assets, and that Seller has provided Purchaser with copies of all reports in Seller's possession that have been requested by Purchaser.

**3.2.5. Purchase Price Representations.** Purchaser acknowledges that the Purchase Price set forth in Section 2.1 of this Agreement will be paid by Purchaser based on Purchaser's valuation of the Property and not upon any representations by the Seller. Purchaser's failure to inspect, or to be fully informed as to any factor bearing upon the valuation of the Property, shall not affect the liabilities, obligations or duties of Seller under this Agreement, nor be a basis for termination of this Agreement.

**3.2.6. No Broker.** No broker, finder, agent or similar intermediary has acted for or on behalf of Purchaser 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 Purchaser or any action taken by the Purchaser.

#### **ARTICLE 4. TITLE MATTERS**

**4.1. TITLE.** Seller shall deliver to Purchaser a Statutory Warranty Deed, good and marketable title, free and clear of all liens, defects and encumbrances except the Permitted Exceptions.

**4.1.1. Title Commitment.** Seller shall, as soon as possible and not later than ten (10) days from the date hereof, cause to be furnished to Purchaser a current ALTA form of commitment for an owner's policy of title insurance (the "Title Commitment") issued by **Pacific Northwest Title Insurance Company** (the "Title Company"), describing the Property, listing Purchaser as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as Seller causes the Title Commitment to be furnished to Purchaser, Seller shall further cause to be furnished to Purchaser legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.1.2. Review of Title Commitment.** Purchaser shall have until thirty (30) days after receipt of the Title Commitment (the "Review Period") in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment and of any title insurance endorsements required by Purchaser. Any exceptions or other items that are set forth in the Title Commitment and to which Purchaser does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Purchaser does object within the Review Period, Seller shall notify Purchaser within ten (10) days after Seller receives Purchaser's notice of objections of any exceptions to title which Seller is

not able to remove or otherwise resolve, and Purchaser may, at Purchaser's option, either waive the objections not cured or Purchaser may terminate this Agreement by notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by Seller at Closing.

**4.2. OWNER'S TITLE INSURANCE POLICY.** At the closing, Seller shall provide Purchaser an owner's policy of title insurance issued by Title Company in the full amount of the purchase price, effective as of the closing date, insuring Purchaser that the fee simple title to the Property is vested in Purchaser, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Purchaser as provided herein, and to any other matters approved in writing by Purchaser. The obligation of Seller to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment to issue the policies in the form required by this section.

**4.3. CONVEYANCE.** Seller shall convey to Purchaser the title to the Property by Statutory Warranty Deed in the form attached hereto as **Exhibit D**. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

## **ARTICLE 5. CONTINGENCIES**

**5.1. DUE DILIGENCE PERIOD.** The obligations of Purchaser under this Agreement are subject to the satisfaction of the contingencies set forth in section 2.3 and this Article 5. In the event any one or more of the contingencies herein set forth is not satisfied within thirty (30) days following the date of mutual execution of this Agreement ("Due Diligence Period") and/or pursuant to the provisions set forth herein, Purchaser may terminate this Agreement upon written notice to Seller on or before the expiration of the Due Diligence Period, and neither party shall have any further rights or obligations to the other hereunder. Purchaser shall be the sole judge as to whether the contingencies shall have been satisfied.

**5.2. INSPECTIONS.** The condition of the Property for Purchaser's contemplated use shall meet the approval of Purchaser, in Purchaser's sole discretion, to be determined by Purchaser and approved or rejected within the Due Diligence Period. During the Due Diligence Period, Purchaser, its designated representatives or agents shall have the right at Purchaser's expense to (i) perform any and all tests, inspections, surveys or appraisals of the Property deemed necessary by Purchaser (subject to the limitations set forth below); (ii) obtain a Phase I Environmental Assessment on the Property; (iii) examine all due diligence materials delivered to Purchaser by Seller; and (iv) determine to its

satisfaction whether approvals, permits and variances for the Project can be obtained for Purchaser's proposed development of the Project on the Property.

**5.3. RIGHT OF ENTRY.** Purchaser and Purchaser's designated representatives or agents shall have the right, upon reasonable notice to Seller and during reasonable hours, to enter the Property and conduct the tests, investigations and studies set forth in this Article 5. Notwithstanding anything to the contrary herein, invasive tests of the Property such as drilling or excavation shall be subject to Seller's prior written approval, which shall not be unreasonably denied.

**5.4. FUNDING APPROPRIATION AND APPROVALS.** Obligations of the Purchaser under this agreement are subject to funding appropriation by the State of Washington and approval by the State Board for Community and Technical Colleges and the Office of the Attorney General. Approval shall be secured on or before July 9, 2004 and written notification thereof shall be delivered to the Seller within 5 business days.

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

**6.1. CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the date hereof 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 Date (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 Purchaser 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 which occurs prior to the Closing Date.

#### **ARTICLE 7. COVENANTS OF PURCHASER PENDING CLOSING**

**7.1. CONDUCT, NOTICE OF CHANGE.** Purchaser covenants that between the date hereof and the Closing, Purchaser 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 Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Purchaser 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. Purchaser shall give Seller 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 which occurs prior to the Closing Date.

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

All obligations of Purchaser hereunder 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 Purchaser at or prior to closing all documents required by the terms of this agreement to be delivered to Purchaser.

**8.2. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**8.3. OBLIGATIONS.** 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.

**8.4. TITLE.** Any and all matters shown or referred to in the Title Commitment to which Purchaser has objected within the time specified in Section 4.1, shall have been cured by Seller, unless such objections have been waived by Purchaser. The Title Company is irrevocably committed to issue an owner's coverage policy of title insurance containing no exceptions other than the Permitted Exceptions.

**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 Purchaser shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Purchaser contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Purchaser at or before the Closing shall have been properly performed in all material respects.

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

**ARTICLE 10.  
CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place **July 30, 2004**, or such earlier date as may be mutually agreed upon by the parties ("Closing Date"). Title, right and interest to the Purchased Assets shall pass to Purchaser at the Closing and risk of loss thereof shall be the responsibility of Purchaser as of Closing Date.

**10.1.1 Extension.** In the event either party wishes to extend the closing date beyond July 30, 2004, both parties agree that the closing date may be extended on a month-to-month basis not to exceed sixty days.

**10.2. PRORATIONS.** All prorations, unless otherwise specifically provided for herein, shall be made as of the Closing Date.

**10.2.1. Closing Costs.** Seller shall pay the premium for an owner's standard coverage policy of title insurance, any real estate excise or other transfer tax due, if any, and its own attorneys' fees. Purchaser shall pay its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the party incurring such expenses.

**10.2.2. Taxes.** Seller is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Property. From and after Closing, Purchaser acknowledges that it shall be liable for the payment of such Taxes, if applicable, and will take such steps as are reasonably necessary to cause the applicable taxes to be levied and promptly paid.

**10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, Seller will deliver to Purchaser the following properly executed documents:

(a) A Bill of Sale and Assignment duly executed by the Seller in the form of **EXHIBIT B**, attached hereto for the Personal Property.

(b) Seller's Certificate of Non-Foreign status substantially in the form of **EXHIBIT C**, attached hereto.

(c) Statutory Warranty Deed conveying the Property in the form of EXHIBIT D attached hereto.

**10.4. PURCHASER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Purchaser will deliver to Seller the Purchase Price as follows:

(a) Cash or immediately available funds in the amount of the Purchase Price.

#### **ARTICLE 11. TERMINATION**

**11.1. TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 and 9 has not been satisfied by the Closing Date. In that event, if neither party is in default under this Agreement, the parties shall have no further obligations or liabilities to one another.

#### **ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller and Purchaser in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller or Purchaser pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Purchaser and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons.

**12.2. DEFAULT; REMEDIES.** In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by either party to this Agreement, the non-defaulting party shall have a claim for damages for such breach or default.

**12.3. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**12.4. 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 days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

**If to Purchaser:** Department of General Administration  
Division of State Services  
PO Box 41015  
Olympia, WA 98504-1015

Renton Technical College  
Vice President, Plant Operations  
3000 NE 4<sup>th</sup> Street  
Renton, WA 98056

**If to Seller:** King County Facilities Management Division  
Asset Development and Management Section  
King County Administration Building  
500 Fourth Avenue, Room 500  
Seattle, WA 98104

**12.5. INTEGRATION; AMENDMENT.** This writing (including the Exhibits attached hereto) constitutes the entire agreement of the parties 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 hereto.

**12.6. 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.

**12.7. INDEMNITY.** Seller shall indemnify, and hold Purchaser harmless from and against any costs, expenses and liabilities, including without limitation reasonable attorneys' fees, which Purchaser may suffer or incur in connection with (i) any misrepresentation in or omission of any material documents, items or information to be submitted by Seller to Purchaser relating to the Property or its operations known by Seller; or (ii) failure of Seller to perform any of its obligations hereunder. Purchaser shall be responsible for any costs, expenses and liabilities, including without limitation reasonable attorney's fees, which Seller may suffer or incur in connection with (i) any misrepresentation in or omission of any material documents, items or information to be submitted by Purchaser to Seller relating to this transaction; or (ii) failure of Purchaser to perform any of its obligations hereunder.

**12.8. BINDING EFFECT.** Subject to Section 12.13 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

**12.9. 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.

**12.10. 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.

**12.11. GOVERNING LAW.** This Agreement and all amendments thereof 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 provisions.

**12.12. NON-MERGER.** The terms and provisions of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

**12.13. ASSIGNMENT.** Purchaser shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**12.14. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and 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 either party.

**12.15. EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bill of Sale and Assignment
EXHIBIT C	Seller's Certificate of Non-Foreign Status
EXHIBIT D	Statutory Warranty Deed

EXECUTED as of the date and year first above written:

**PURCHASER:**  
State of Washington,  
State Board for Community and Technical  
Colleges, Renton Technical College,

**SELLER**  
King County

By: *Calin Hogzaud*

Acting through the Department of  
General Administration

Title: *Real Estate Services Manager*

Date: *July 8, 2004*

*[Signature]*  
Mark L. Lahate, Real Estate Services Manager  
Division of State Services

APPROVED AS TO FORM

By: *[Signature]*  
Deputy Prosecuting Attorney

Date: *7/13/04*

Date: *July 8, 2004*

*[Signature]*  
Robert A. Bippert, Assistant Director  
Division of State Services

Date: *7/13/04*

APPROVED AS TO FORM

By: *Margerie Smith*  
Assistant Attorney General

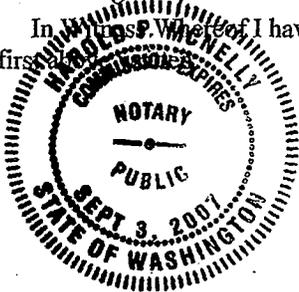
Date: *7/13/04*

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

On this day personally appeared before me Calvin Hoggard, to me known to be the Real Estate Services Manager of KING COUNTY, the political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

Given under my hand and official seal this 8 day of July, 2004

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



Daniel P. McNelly  
Notary Public in and for the State of Washington,  
Residing at Seattle  
My commission expires 9-3-2007

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of July, 2004, personally appeared before me MARK L. LAHAIE, Real Estate Services Manager, Division of State Services, Department of General Administration, 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 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.



Mary E. Briggs  
Notary Public in and for the State of Washington,  
Residing at OLYM PIA  
My commission expires 9-25-05

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 13<sup>th</sup> day of July, 2004, personally appeared before me ROBERT A. BIPPERT, Assistant Director, Division of State Services, Department of General Administration, 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 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.

Mary E. Briggs  
Notary Public in and for the State of Washington,  
Residing at OLYMPIA  
My commission expires 9-25-05



**Exhibit A**

**LEGAL DESCRIPTION**

**LOT 4, CITY OF RENTON SHORT PLAT NO. LUA-01-090, RECORDED  
UNDER RECORDING NUMBER 20020517900003, IN KING COUNTY,  
WASHINGTON**

**Exhibit B**

**BILL OF SALE AND ASSIGNMENT**

**KING COUNTY**, a political subdivision of the State of Washington ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, hereby grants, bargains, sells, transfers and delivers to **RENTON TECHNICAL COLLEGE**, a public education institution of the State of Washington ("Grantee"), the following personal property ("Personal Property") located on or owned in connection with the real property described on the attached **EXHIBIT A** ("Real Property"):

1. All of Grantor's right, title and interest in the improvements and structures located on the Real Property, if any; and
2. All of Grantor's right, title and interest in and to the tangible personal property, if any, owned by Grantor and attached, appurtenant to or used in connection with the Real Property.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**GRANTOR:**

**KING COUNTY**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT A TO BILL OF SALE AND ASSIGNMENT**

**REAL PROPERTY**

**LEGAL DESCRIPTION**

**LOT 4, CITY OF RENTON SHORT PLAT NO. LUA-01-090, RECORDED  
UNDER RECORDING NUMBER 20020517900003, IN KING COUNTY,  
WASHINGTON**

**EXHIBIT C**

**SELLER'S CERTIFICATE OF NON-FOREIGN STATUS**

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by **KING COUNTY** ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

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); and

Transferor's United States employer identification number is

91-6001327; and

Transferor's office address is King County Facilities Management Division, Asset Development and Management Section, Room 500 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the 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 \_\_\_\_\_, 2004.

**TRANSFEROR:**

**KING COUNTY**

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT D**

Filed For Record At Request Of

**AFTER RECORDING RETURN TO:**  
K. C. Property Services Division  
500A King County Admin. Bldg.  
500 Fourth Avenue  
Seattle, WA 98104

**WARRANTY DEED**

**GRANTOR - KING COUNTY, WASHINGTON**  
**GRANTEE - STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND**  
**TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE**  
**LEGAL --- TAX LOT 4, CITY OF RENTON SHORT PLAT LUA-01-090**  
**TAX ACCT. 1623059135**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, pursuant to King County Ordinance No. \_\_\_\_\_ does hereby convey and warrant unto STATE OF WASHINGTON, STATE BOARD for COMMUNITY and TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE, a public education institution of the State of Washington, the following described real property, situated in the County of King, State of Washington:

Lot 4, City of Renton Short Plat No. LUA-01-090, recorded under Recording Number 20020517900003, records of King County Washington and on Page 124, Volume 152 of Plats, records of King County, Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

KING COUNTY, WASHINGTON

BY \_\_\_\_\_

TITLE \_\_\_\_\_



# Appendix D

## 3. Purchase and Sale Agreement

## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of February 21, 2008, by and between KING COUNTY, a municipal corporation and political subdivision of the State of Washington (the "Seller") and the City of Kent, a municipal corporation (the "Buyer").

### RECITALS

A. Seller owns that certain real property located in the County of King, State of Washington, which consists of approximately 15 acres, more or less, of unimproved land, commonly identified as the Mullen Slough Natural Area, the legal description of which is attached hereto as EXHIBIT A (the "Property").

B. Seller is desirous of selling the Property and Buyer is desirous of purchasing the Property. Buyer is purchasing the Property for open space and natural habitat, and Seller is selling it with restrictions and covenants regarding that same use.

At closing, Seller will execute and deliver to Buyer a Bargain and Sale Deed as described in EXHIBIT B attached hereto (the "Deed"), specifying that:

1) the Property is subject to open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, *et seq.*, King County Code 26.12.1005, *et seq.*, and King County Ordinance No. 14714. Buyer covenants to abide by these uses and restrictions and to convey those same uses and restrictions upon any future conveyance.

2) Buyer acknowledges that the Property was purchased for open space purposes with Conservation Futures funds as authorized by King County Ordinance 14714 and covenants that it shall maintain the Property in strict conformance with the uses authorized under RCW 84.34.020. Buyer additionally covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 14714, including the covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, which prohibit both active recreation and motorized recreation (such as off-road recreational vehicles, but allow passive recreation). The Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by RCW 84.34.020 and in strict conformance with the uses authorized and prohibited under Ordinance 14714 and King County Code, Ch. 26.12. The Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore.

3) the Deed will convey good and marketable title to said Property free and clear of all defects;

4) the Deed is subject to the River Protection Easement described in attached Exhibit D;

C. Sale is contingent upon approval by the State of Washington Salmon Recovery Funding Board, and Buyer shall inform Seller of such approval.

## 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

**1.1. PROPERTY TO BE SOLD.** Subject to and upon the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined in Section 10.1 of this Agreement) and Buyer shall buy, assume and accept from Seller on the Closing Date the following assets and properties:

- (a) all of Seller's right, title and interest in the Property as described in **EXHIBIT A**;
- (b) all of Seller's right, title and interest in improvements and structures located on the Property, if any;
- (c) all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property");
- (d) all of Seller's tenements, hereditaments, easements and rights appurtenant to the Property including but not limited to, all of the Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals and permits affecting the Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Purchased Assets."

### ARTICLE 2. PURCHASE PRICE

**2.1. PURCHASE PRICE AND PAYMENT.** In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Buyer shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price of Two Hundred Ninety Thousand Dollars \$(290,000) (the "Purchase Price")

**2.2. ALLOCATION OF PURCHASE PRICE.** Seller and Buyer agree that the entire Purchase Price is allocable to real property and that the value of the Seller's Personal Property, if any, is *de minimus*.

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

**3.1. WARRANTIES AND REPRESENTATIONS OF SELLER.** Seller represents and warrants as follows:

**3.1.1. Definition of Seller.** The Seller is a municipal corporation and subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. Seller has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**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 municipal corporation, (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party to or which is presently in effect and applicable to Seller. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

**3.1.3. Assessments.** There is no pending, or to the best of Seller's knowledge, contemplated local improvement district or other special assessment or charge with respect to the Property, except as may be disclosed in the Title Commitment described in Section 4.1. of this Agreement.

**3.1.4. Full Disclosure.** No representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fail to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**3.1.5. 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.

**3.1.6. Contracts.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Property or any portion thereof.

**3.1.7. Future Agreements.** From and after the date hereof, unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

- (i) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; or
- (ii) sell, dispose of or encumber any portion of the Property.

**3.1.8. Condition of the Property.** Seller has not intentionally withheld any material information concerning Hazardous Substances with respect to the Property. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

**3.1.9. 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 any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**3.1.10. 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, as amended (the "Code") and shall deliver to Buyer prior to the Closing Date, an affidavit, as set forth in **EXHIBIT B (Certificate of Non-Foreign Status)**, evidencing such fact, and such other documents as may be required under the Code.

**3.2. REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer represents and warrants as follows:

**3.2.1. Organization.** Buyer is a municipal corporation of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate 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 Buyer (i) is within the powers of Buyers as Individuals (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Buyer is a party to or which is presently in effect and applicable to Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

**3.2.3. Full Disclosure.** No representation or warranty by Buyer in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fail to state a material fact which is necessary to make the statements set forth therein not false or misleading.

**3.2.4. Condition of Property.** Buyer acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Buyer deems necessary in connection with its purchase of the Purchased Assets, and that, as of the date hereof, Seller has provided Buyer with copies of all reports in Seller's possession that have been requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property including without limitation those relating to Hazardous Substances, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

**3.2.5. Property Acquisition and Redevelopment.** No costs of any nature associated with the purchase of the Property or redevelopment of the Property will ever be or become an obligation of the Seller. The Buyer shall be solely responsible for all costs associated with the acquisition of the Property and redevelopment of the Property, including without limitation responsibility for all land use approvals, permits, site plan approvals, environmental approvals, and any other governmental approvals necessary for Purchaser to develop and construct on the Property.

**3.2.6. 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.

**3.2.7. Indemnification.** Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly, the Property after Closing.

#### **ARTICLE 4. TITLE MATTERS**

**4.1. TITLE.** Seller shall deliver to Buyer good and marketable title, free and clear of all liens, defects and encumbrances except for the Permitted Exceptions (as defined in Section 4.1.3 of this Agreement).

**4.1.1 Title Commitment.** Seller shall obtain a current ALTA form of commitment for an owner's policy of title insurance (the "Title Commitment") issued by Pacific Northwest Title Company (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total purchase price for the Property.

**4.1.2 Survey.** Buyer and Seller acknowledge that Seller has not provided a survey of the Property to Buyer and that Buyer shall satisfy itself as to any survey of property lines it deems necessary.

**4.1.3 Review of Title Commitment and Survey.** Buyer shall have until five (5) days after receipt of the last dated Title Commitment and Survey, if any has been obtained, (the "Review Period") in which to notify Seller of any objections Buyer has to any matters shown or referred to in the Title Commitment or Survey. Any exceptions or other items that are set forth in the Title Commitment or the Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within five (5) days after Seller receives Buyer's notice of objections of any exceptions to the title or items on the Survey which Seller is not willing or able to remove or otherwise resolve, and Buyer may, at Buyer's option, either waive the objections not cured or Buyer may terminate this Agreement by written notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by Seller at Closing.

**4.2. OWNER'S TITLE INSURANCE POLICY.** At the closing, Seller shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the purchase price, effective as of the closing date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Buyer as provided herein, and to any other matters approved in writing by Buyer. The obligation of Seller to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this section. Seller shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

**4.3. CONVEYANCE.** Seller shall convey to Buyer the title to the Property by Bargain and Sale Deed in the form attached hereto as **EXHIBIT B**, subject to the Permitted Exceptions, and appropriate covenants regarding requirements for historic preservation, affordable housing, market rate housing, retail or commercial uses. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall be deemed Permitted Exceptions.

## **ARTICLE 5. CONTINGENCIES**

**5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY.** Buyer may 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 use meets with its approval and with the approval of the State of Washington Salmon Recovery Funding Board, a grant from whom is funding purchase of the Property (Due Diligence Period).

**5.1.1. Inspections.** During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at Buyer's expense to (i) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Purchaser (subject to the limitations set forth below and Paragraph 5.1.2 Right of Entry); (ii) obtain a

Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; and (iii) examine all Due Diligence materials that Buyer may reasonably request from Seller that are not subject to attorney-client privilege or that the County is not otherwise prohibited from disclosing by law; (IV) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyers proposed development of the property, (V) determine whether Purchaser's proposed development of the property is economically feasible.

**5.1.2. Right of Entry.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property pursuant to a County permit and conduct the 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 limited to those times and dates that will not disrupt Seller's use of, or Seller's operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval. The Buyer will not be permitted to undertake activities that damage County property. In connection with such inspections, Buyer 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 Buyer caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors or employees in entering Seller's property for the above purposes, to the extent not caused by or arising out of any act, error or omission of Seller, its officers, agents and employees.

**5.1.3 Approval of King County Council.** Seller's obligation to close is contingent upon approval of the Metropolitan King County Council by ordinance of the conveyance of the Property from Seller to Buyer. This contingency shall automatically be removed upon the effective date of such ordinance. If this contingency is not removed by 5:00 p.m. on the day before the Closing date set forth in this Agreement or as otherwise agreed to in writing by the Parties, Buyer or Seller may terminate this Agreement upon written notice to the other and neither party shall have any further rights or obligations to the other hereunder.

## **ARTICLE 6.**

### **COVENANTS OF SELLER PENDING CLOSING**

**6.1. CONDUCT, NOTICE OF CHANGE.** Seller covenants that between the date hereof and the Closing Date, 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 Date (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 Date shall have been performed at or prior to the Closing Date 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 which occurs prior to the Closing Date.

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

7.1. **CONDUCT, NOTICE OF CHANGE.** Buyer covenants that between the date hereof and the Closing Date, Buyer 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 Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing Date shall have been performed at or prior to the Closing Date as provided for in this Agreement. Buyer shall give Seller 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 which occurs prior to the Closing Date.

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

All obligations of Buyer hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing Date, 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 Closing all documents required by the terms of this Agreement to be delivered to Buyer unless a different time period is expressly provided for in this agreement.

8.2. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Seller contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

8.3. **OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing Date shall have been properly performed in all material respects.

8.4. **TITLE.** Any and all matters shown or referred to in the Title Commitment to which Buyer has objected within the time specified in Section 4.1, shall have been cured by Seller, unless such objections have been waived by Buyer.

8.5. **APPROVAL OF COUNSEL.** Seller's counsel shall have approved this document as to form as evidenced by such counsel's signature on this Agreement.

8.6. **CONDEMNATION.** No portion of the Purchased Assets shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Purchased Assets to any such body in lieu of condemnation.

**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 Date, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

**9.1. REPRESENTATIONS, WARRANTIES AND COVENANTS.** All representations, warranties and covenants of Buyer contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

**9.2. OBLIGATIONS.** All obligations required by the terms of this Agreement to be performed by Buyer at or before the Closing Date shall have been properly performed in all material respects.

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

**9.5. TITLE.** Buyer shall have caused the Title Company to be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions.

**ARTICLE 10.**  
**CLOSING**

**10.1. CLOSING/CLOSING DATE.** The Closing shall take place on or before March 15th, 2008, unless the Buyer's grant funding contingency period is extended pursuant to a written agreement executed by Buyer, Seller, and the State of Washington Salmon Recovery Funding Board. The contingency period may be extended by the Buyer by mutual agreement with Seller. Upon execution of this Agreement, the parties agree that escrow functions may be provided by King County's Real Estate Services Section (the "Escrow Agent"). The Escrow Agent shall serve as Closing Agent for the transaction contemplated herein and the Closing shall occur in the offices of the King County Administration Building in Seattle, Washington, located at 500 4<sup>th</sup> Avenue, in Room 500, Seattle, Washington, 98104. The title, right of possession and interest to the Purchased Assets shall pass to Buyer upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Buyer.

**10.2. PRORATIONS.** All prorations, unless otherwise specifically provided for herein, shall be made as of the Closing Date.

**10.2.1. Closing Costs.** Buyer has satisfied itself as to the condition of Title for the property. Seller shall pay for the owner's standard coverage title policy. Buyer and Seller shall each pay one half of escrow fees, if any. Buyer shall pay for all additional closing costs associated with this purchase and sale, including but not limited to, the cost of its own attorneys' fees. Except as otherwise provided in Section 10.2 of this Agreement, all other expenses hereunder shall be paid by the party incurring such expenses.

**10.2.2. Taxes.** Seller is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Property.

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

(a) Seller's Certificate of Non-Foreign Status substantially in the form of **EXHIBIT B**, attached hereto;

(b) A Warranty Deed conveying the Property in the form of **EXHIBIT C** attached hereto;

**10.4. BUYER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Buyer will deliver to Seller the following properly executed documents:

(a) Cash in the amount of the Purchase Price.

## **ARTICLE 11. TERMINATION**

**11.1. TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 and 9 has not been satisfied by the Closing Date. In that event, if neither party is in default under this Agreement, the parties shall have no further obligations or liabilities to one another and all documents delivered into escrow shall be returned to the appropriate party.

## **ARTICLE 12. MISCELLANEOUS PROVISIONS**

**12.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES.** Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller and Buyer in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller or Buyer pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Buyer and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons.

**12.2. DEFAULT.** In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue.

**12.3. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of this Agreement.

**12.4. 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 certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

**If to Buyer:** City of Kent  
Mike Mactutis  
Public Works Environmental Engineering Manager  
400 West Gowe Street  
Kent, Washington 98032

*With a copy to:* *Certified Land Services Corporation*  
*4535 -44<sup>th</sup> Avenue SW*  
*Seattle, Washington 98116*

**If to Seller:** Bob Thompson, Real Estate Services Section  
Facilities Management Division  
Department of Executive Services  
King County Administration Building  
500 Fourth Avenue, Room 500  
Seattle, Washington 98104-2337

*With a copy to:* King County Prosecuting Attorney  
Attn: Pete Ramels  
400 King County Court House  
516 Third Avenue  
Seattle, Washington 98104

**12.5. ENTIRE AGREEMENT AND AMENDMENT.** This writing (including the exhibits attached hereto) constitutes the entire agreement of the parties 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 hereto.

**12.6. SEVERABILITY.** In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, 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.

**12.7. 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.

**12.8. BINDING EFFECT.** Subject to Section 12.14 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

**12.9. 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.

**12.10. 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.

**12.11. COOPERATION.** Prior to and after the Closing Date 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.

**12.12. GOVERNING LAW.** This Agreement and all amendments thereof 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 provisions.

**12.13. NON-MERGER.** The terms and provisions of this Agreement will not merge in, but will survive, the Closing of the transaction contemplated under this Agreement.

**12.14. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent, which shall not be unreasonably withheld.

**12.15. NEGOTIATION AND CONSTRUCTION.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and 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 either party. All 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, although each party must determine if they wish to obtain and pay for such legal review. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

**12.16. EXHIBITS.** The following Exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

<b>EXHIBIT A</b>	Legal Description of Property
<b>EXHIBIT B</b>	Bargain and Sale Deed
<b>EXHIBIT C</b>	Certificate of Non-Foreign Status

**THIS AGREEMENT** by and between **KING COUNTY**, a municipal corporation and political subdivision of the State of Washington (the "Seller") and the City of Kent, a municipal corporation of the State of Washington (the "Buyer"), for purchase of the Mullen Slough Natural Area, is executed as of the date and year first above written:

**SELLER:**

**KING COUNTY, a political subdivision of the State of Washington**

By Wayne Richardson  
Wayne Richardson  
Manager, Real Estate Services Section

**APPROVED AS TO FORM:**

By T. D. [Signature]  
County Deputy Prosecuting Attorney

**BUYER:**

**CITY OF KENT, a municipal corporation of the State of Washington**

Suzette Cooke  
Its Mayor

**APPROVED AS TO FORM:**

By [Signature]  
City Attorney - Assistant

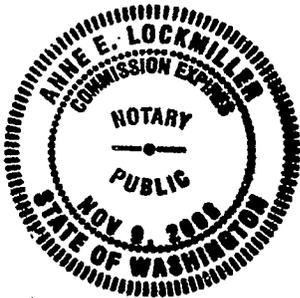
STATE OF WASHINGTON  
COUNTY OF KING

}

ss.

On this day personally appeared before me Wayne Richardson, to me known to be the Real Estate Services Section Manager of KING COUNTY, the municipal corporation and political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such municipal corporation and political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 12th day of February, 2008.



Anne Lockmiller  
Printed Name ANNE LOCKMILLER  
NOTARY PUBLIC in and for the State of Washington,  
residing at SEATTLE, WASHINGTON  
My Commission Expires NOVEMBER 9, 2008

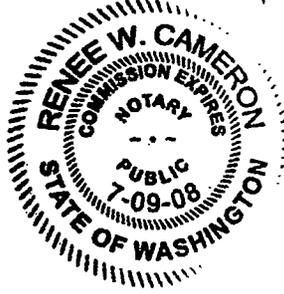
STATE OF WASHINGTON  
COUNTY OF KING

}

ss.

On this day personally appeared before me Suzette Cooke, the Mayor of City of Kent, known to me to be the Buyer that executed the foregoing instrument, and acknowledged such instrument to be [his/her] free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 21st day of February, 2008



Renee W. Cameron  
Printed Name Renee W. Cameron  
NOTARY PUBLIC in and for the State of Washington,  
residing at Pacific  
My Commission Expires 7-9-2008

**EXHIBIT A**

**Property Legal Description of the Mullen Slough Natural Area  
Assessor's Parcel Number 232204-9028**

**THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF THE NORTH BOUNDARY OF SR 516 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 741396:**

**THAT PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**Beginning at a point 1586 feet east and 925 feet north of the southwest corner of said Section;  
Thence north 829 feet;**

**Thence north 50° 29'00" east 410 feet;**

**Thence north 71° 59'00" east 780 feet;**

**Thence north 85° 59'00" 272 feet;**

**Thence south 1365 feet;**

**Thence west 1343 feet to the Point of Beginning;**

**EXCEPT that portion thereof lying south of the White River, East of County Road No. 722, and north of County Road No 76;**

**ALSO EXCEPT that portion condemned in King County Superior Court Cause No. 741396 for State Highway No 516.**

**End of Legal Description**

**EXHIBIT B TO THE PURCHASE AND SALE AGREEMENT****BARGAIN AND SALE DEED**

**GRANTOR** KING COUNTY, WASHINGTON  
**GRANTEE** CITY OF KENT  
**LEGAL** PORTION OF THE SOUTH ½ OF 23-22-04  
**TAX ACCT #** 232204-9028

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, pursuant to K.C. Ordinance No. \_\_\_\_\_, does hereby convey and warrant unto the City of Kent, a municipal corporation of the State of Washington, the Grantee, the real property described in attached Exhibit A, situated in the County of King, State of Washington:

**SUBJECT TO** the River Protection Easement described in the attached Exhibit B;

**AND SUBJECT TO** open space use restrictions and restrictions on alienation as specified in RCW 84.34.200, King County Code, Ch. 26.12, and King County Ordinance No. 14714. Buyer covenants to abide by these uses and restrictions and to convey those same uses and restrictions upon any future conveyance.

Buyer acknowledges that the Property was purchased for open space purposes with Conservation Futures funds as authorized by King County Ordinance 14714 and covenants that it shall maintain the Property in strict conformance with the uses authorized under RCW 84.34.020. Buyer additionally covenants that it shall abide by and enforce all terms, conditions and restrictions in Ordinance 14714, including the covenants that the Property will continue to be used for the purposes contemplated by these Ordinances, which prohibit both active recreation and motorized recreation (such as off-road recreational vehicles, but allow passive recreation). The Property shall not be transferred or conveyed except by agreement providing that the Property shall continue to be used for the purposes contemplated by RCW 84.34.020 and in strict conformance with the uses authorized and prohibited under Ordinance 14714 and King County Code, Ch. 26.12. The Property shall not be converted to a different use unless other equivalent lands and facilities within the County or the City shall be received in exchange therefore.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

KING COUNTY

BY \_\_\_\_\_  
 Wayne Richardson, Real Estate Services Section Manager

**EXHIBIT A  
TO BARGAIN AND SALE DEED**

**PROPERTY LEGAL DESCRIPTION OF THE MULLEN SLOUGH NATURAL AREA  
ASSESSOR'S PARCEL NUMBER 232204-9028**

**THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF  
THE NORTH BOUNDARY OF SR 516 AS CONDEMNED IN KING COUNTY SUPERIOR  
COURT CAUSE NUMBER 741396:**

**THAT PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 22 NORTH,  
RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON,  
DESCRIBED AS FOLLOWS:**

**Beginning at a point 1586 feet east and 925 feet north of the southwest corner of said Section;  
Thence north 829 feet;**

**Thence north 50° 29'00" east 410 feet;**

**Thence north 71° 59'00" east 780 feet;**

**Thence north 85° 59'00" 272 feet;**

**Thence south 1365 feet;**

**Thence west 1343 feet to the Point of Beginning;**

**EXCEPT that portion thereof lying south of the White River, East of County Road No. 722,  
and north of County Road No 76;**

**ALSO EXCEPT that portion condemned in King County Superior Court Cause No. 741396 for  
State Highway No 516.**

**EXHIBIT B**  
**TO BARGAIN AND SALE DEED**  
**RIVER PROTECTION EASEMENT FOR THE MULLEN SLOUGH NATURAL AREA**  
**ASSESSOR'S PARCEL NUMBER 232204-9028**

King County, as Grantor, hereby reserves for itself, for the purposes stated below, a River Protection Easement over, across, along, in, upon and under that portion of the Property referred to in Exhibit A of the Bargain and Sale Deed between King County as Grantor and the City of Kent as Grantee, for the Mullen Slough Natural Area, and more particularly described as follows:

All portions of the above described parcel that are riverward of a line that is parallel to and thirty (30) feet landward of the stable top of the river bank on the Green River ("Easement Area"), as constructed or reconstructed, together with reasonable ingress and egress upon the property to access the easement area.

Grantor reserves for itself a perpetual easement for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining, repairing, modifying, and removing river bank protection and/or other flood related works, including installing, inspecting, maintaining and removing all vegetation and any other appurtenances thereto across, in, under, on, over and upon the following portions of the above described Easement Area.

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Easement Area for the purposes of exercising the Grantee's rights as described herein.

Grantor agrees not to plant non-native vegetation within the Easement Area and not to remove or otherwise alter any improvements installed by Grantee, including any native vegetation that may be planted and any flood protection works that may be constructed, within the Easement Area, without the prior approval of Grantee. Grantor further agrees not to use herbicides within the Easement Area without the prior approval of Grantee. Nothing contained herein shall be construed as granting any license, permit or right, otherwise required by law, to Grantor with respect to the Property and the Easement Area.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights. This river protection easement and/or any flood related works constructed or to be constructed within the Easement Area shall not be construed as granting any rights to any third person or entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be construed as waiving any immunity to liability granted to Grantee by any state statute, including Chapter 86.12 of the Revised Code of Washington, or as otherwise granted or provided for by law.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of Grantor and Grantee.