

14765

12003-368

**ATTACHMENT A**

**PURCHASE AND SALE AGREEMENT**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2003, by and between **KING COUNTY**, a political subdivision of the State of Washington ("Seller"), and **CITY OF REDMOND**, a municipal corporation of the State of Washington ("Buyer").

**RECITALS**

**A.** Seller is the owner of that certain real property at 7735 Leary Way NE, Redmond, WA, commonly known as the **Redmond Shop Site** ("Real Property"). The Property is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference. The Property is improved with the improvements described on **Exhibit A-1** attached hereto and incorporated herein by this reference (the "Improvements"). The Real Property and Improvements are collectively referred to herein as the "**Property**". Seller or Buyer reserve the right to revise the legal description attached as **Exhibit A** upon receipt of the Preliminary Title Report and/or an ALTA survey.

**B.** Buyer desires to purchase the Property for public purposes.

**C.** The Property was declared surplus by Seller in accordance with King County Code 4.56.100. The Improvements include those structures and fixtures described in Exhibit A-1.

**D.** On \_\_\_\_\_, 2003, 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 Buyer and Buyer wishes to acquire said interest upon the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties 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) and Buyer 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 structures and fixtures located on the Property described in **Exhibit A-1**, 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, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of One Million Three Hundred Seventy Thousand and No/100 Dollars (\$1,370,000.00) ("Purchase Price") at Closing in cash or immediately available funds.

**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 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. 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 Buyer pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact. Likewise, the parties have an obligation to disclose any information regarding the condition of the Property that has, or could have an effect on the Property value or any other provision of this Agreement.

**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 Buyer:

(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. Without limitation, the foregoing specifically excludes warranties with respect to the condition of the purchased assets for development by Buyer, 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 purchased assets, and the compliance or noncompliance of the purchased assets with applicable federal, state, county and local laws and regulations, including, without limitation, environmental laws and regulations.

**3.1.10 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 or documentation readily available to King County.

**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 and Buyer is qualified to do business in the State of Washington.

**3.2.2. Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by Buyer (i) is within the municipal powers of the Buyer, (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 Buyer is a party or which is presently in effect and applicable to Buyer or the authorizing legislation of Buyer.

**3.2.3. Litigation.** To the best of Buyer's knowledge, there is no material claim or threatened lawsuit against or relating to Buyer which shall impede or materially affect Buyer's ability to perform the terms of this Agreement.

**3.2.4. 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.

**3.2.5. Condition of Property.**

**3.2.5.1 Seller's Representations.** Except as otherwise set forth in this Agreement, Buyer agrees that the Property is to be sold to and accepted by the Buyer "AS IS" and "WHERE IS," with all faults, if any, including, without limitation, the environmental condition of the property and Seller does hereby disclaim any and all, and makes no representations or warranties, express or implied of any kind to Buyer including, without limitation, warranties relating to the physical condition of the real Property and Improvements, and personal property, or the habitability of the Property, improvements or Personal Property or their suitability for any particular purpose.

**3.2.5.2 Buyer's Covenants.** Buyer covenants, represents and warrants that (i) Buyer has inspected the Real Property, Improvements on the Property and all matters relations thereto which Buyer desires; (ii) neither Seller nor anyone on Seller's behalf has made, or is making, any warranties or representations respecting the Real Property, Improvements on the Property other than those expressly set forth in this Agreement; (iii) Buyer is relying solely on Buyer's own investigation of the Real Property and Improvements on the Property and all matters pertaining thereto, including, but not limited to the environmental condition of the Real Property and Improvements.

**3.2.5.3 Contingency.** Buyer acknowledges that it has conducted a physical inspection and made all investigations Buyer deems necessary in connection with its purchase of the Purchased Assets, and that Seller has provided Buyer with copies of all reports in Seller's possession that have been requested by Buyer. Buyer accepts the condition of the Purchased Assets and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any Hazardous Substances (as defined in Section 3.2.5.4 below), underground storage tanks, or contaminated soil, or the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances at or within the Purchased Assets, and the compliance or noncompliance of the Purchased Assets with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that 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 Purchased Assets, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller. **EXCEPT, HOWEVER,** Seller shall retain liability for the actual or threatened release, deposit, seepage, migration or escape of Hazardous Substances from Purchased Assets, including the Property, to adjacent properties, including groundwater therein. Seller agrees to defend, indemnify, and hold harmless Buyer against any and all claims, liabilities, losses, and costs, including the costs of investigation and cleanup and reasonable attorneys' fees, which may be required in the future, which relate in any way to the presence of Hazardous Substances on adjacent properties, including groundwater, that have been released, deposited, migrated, or escaped from the Purchased Assets. Seller's agreeing to defend, indemnify, and hold harmless Buyer shall survive closing, provided that Seller's liability as set forth above shall be limited to those hazardous substances that originated on the purchased assets during the period of the Seller's ownership and in no event includes hazardous substances originating off-site and migrating through the groundwater under the Purchased Assets. The parties acknowledge that Sellers' level II environmental assessment has indicated the presence of tetrachloroethene, also known as perchloroethylene, PCE, and perc, in the groundwater of the Purchased Assets. Buyer agrees that it will be responsible for any on-site remediation arising from such contamination on the Purchased Assets.

**3.2.5.4 Hazardous Substances.** As used herein, the term "Hazardous Substance" shall mean any substance or material now or hereafter defined or

regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment, including but not limited to the Model Toxics Control Act, RCW 70.105D ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

**3.2.6. Purchase Price Representations.** Buyer acknowledges that the Purchase Price set forth in Section 2.1 of this Agreement will be paid by Buyer based on Buyer's valuation of the Property and not upon any representations by the Seller. Buyer'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.

**3.2.7. 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.

**3.2.8. Buyer's Knowledge.** The phrase "to the best of Buyer's knowledge" when used in this Section 3.2 shall mean the knowledge of the current employees of the City of Redmond.

## 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 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 Buyer 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 Buyer 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 Buyer, Seller shall further cause to be furnished to Buyer 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.** Buyer shall have until ten (10) days after receipt of the Title Commitment (the "Review Period") in which to notify Seller of any objections Buyer has to any matters shown or referred to in the Title Commitment and of any title insurance endorsements required by Buyer. Any exceptions

or other items that are set forth in the Title Commitment 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 ten (10) days after Seller receives Buyer's notice of objections of any exceptions to title which Seller is not 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 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 Buyer 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 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 to issue the policies in the form required by this section.

**4.3 CONVEYANCE.** Seller shall convey to Buyer the title to the Property by special 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 buyer's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

## **ARTICLE 5. CONTINGENCIES**

**5.1 SELLER'S DISCLOSURES.** Within fifteen (15) days from the date of this Agreement, Seller shall provide to Buyer copies of the following documents, which are hereinafter referred to as "**Disclosure Documents**", if Seller has not already done so (i) all environmental investigation reports conducted in connection with the Property; (ii) any toxic and geological studies, endangered species studies, development agreements, letters or reports received from governmental entities and any other documents pertaining to the Property that Buyer deems necessary; (iii) any Records of Survey and (iv) Seller shall provide to Buyer a preliminary report for an Owners 1970-B standard title policy (the "**Preliminary Report**") prepared by Pacific Northwest Title Company.

**5.2 RIGHT OF ENTRY.** From and after execution of this Agreement, Seller agrees to allow Buyer or its agents, employees, officers, attorneys and other representative to enter the Property at Buyer's expense and risk to make any investigation of the Property desired by Buyer. However, notwithstanding anything in this Agreement to the contrary, Buyer must provide Seller with a description of the activities to be performed on the Property. Seller shall have the right to object, however such objection shall be reasonable in nature and made in good faith.

**5.3 INSPECTIONS.** From and after the execution of this Agreement, Buyer, its designated representatives or agents shall have the right at Buyer's expense to (i) perform any and all tests, inspections, surveys or appraisals of the Property deemed necessary by Buyer (subject to the limitations set forth below); (ii) conduct intrusive or invasive sampling or chemical analysis of samples of environmental media taken from the Property; and (iii) have access to any environmental consultants and/or personnel retained or hired by King County to perform environmental investigations on the Property and all documents relating to the Property in their possession. The results of any environmental investigations conducted on the Property by the Buyer will remain the sole and exclusive possession of the Buyer and Buyer shall not be obligated to disclose the same to the Seller. Buyer may, in its discretion, make such disclosure.

**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 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, 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 shall have been performed at or prior to the Closing as provided 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, 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. All Disclosure Documents, including, but not limited to all environmental reports prepared for or in the possession of Seller shall become the sole property of Buyer upon Closing, and Buyer shall have all rights Seller had in such Documents, including but not limited to any warranties by the persons or firms preparing the same.

**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 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. The Title Company is irrevocably committed to issue an owner's extended 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 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 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 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 \_\_\_\_\_, 2003, 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 Buyer at the Closing and risk of loss thereof shall be the responsibility of Buyer as of Closing Date.

**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. Buyer 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, ("Taxes") on the Property. Buyer is also exempt from such Taxes.

**10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING.** At the Closing, Seller will deliver to Buyer 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) Special Warranty Deed conveying the Property in the form of **EXHIBIT D** attached hereto.

**10.4. BUYER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING.** At the Closing, Buyer 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 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 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. In the event either party brings an action to enforce this Agreement, the prevailing party of such action shall be entitled to recover from the other party all costs incurred in connection therewith, including reasonable attorneys' fees.

**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 Buyer:**                      City of Redmond  
   M/S: CHPWE  
   Real Property Manager  
   P.O. Box 97010

Redmond, WA 98073

**With a Copy to:** James E. Haney  
Ogden Murphy Wallace, P.L.L.C.  
1601 Fifth Avenue, Suite 2100  
Seattle, WA 98101

**If to Seller:** King County  
Department of Transportation  
Road Services Manager  
M.S. KSC-TR-0313  
201 South Jackson Street  
Seattle, WA 98104-3856

**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. 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.

**12.8. 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.

**12.9. 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.

**12.10. 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.

**12.11. 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.

applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions.

**12.11. 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.

**12.12. ASSIGNMENT.** Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

**12.13. 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.

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

EXHIBIT A	Legal Description
Exhibit A-1	Property Improvements
EXHIBIT B	Bill of Sale and Assignment
EXHIBIT C	Seller's Certificate of Non-Foreign Status
EXHIBIT D	Special Warranty Deed

**12.15 ACCEPTANCE.** Seller has until, **2003**, to execute this Purchase and Sale Agreement.

EXECUTED as of the date and year first above written:

**BUYER: CITY OF REDMOND**

By: \_\_\_\_\_  
Mayor Rosemarie M. Ives

Date: \_\_\_\_\_

Attest/Authenticated:

By: \_\_\_\_\_  
City Clerk Bonnie Mattson

Approved as to Form:

By: \_\_\_\_\_  
City Attorney James E. Haney

**SELLER: KING COUNTY**

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

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

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

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

Date: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of the **CITY OF REDMOND**, the municipal corporation 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, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

## EXHIBIT A

### LEGAL DESCRIPTION

A strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly, measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way; thence Southerly at right angles to said railroad right of way line 30.00 feet to the True Point of Beginning; thence Westerly, parallel with and 30 feet southerly of said railroad right of way line, 542.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line 107.00 feet, more or less; thence Easterly, parallel with and 130 feet from said Southerly railroad right of way line, 506.00 feet, more or less; thence Northerly at right angles to said railroad right of way, 100.00 feet to the True Point of Beginning;

AND a strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way line; thence Southerly at right angles to said railroad right of way line 130 feet to the True Point of Beginning; thence Westerly, parallel with and 130 feet Southerly of said railroad right of way line, 506.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line, 107.00 feet, more or less; thence Easterly parallel with and 230.00 feet from said Southerly railroad right of way line, 485.00 feet, more or less, to the Westerly margin of County road as established by Deed recorded under Recording No. 765301; thence Northerly and

Northeasterly along said road margin 107.00 feet, more or less, to the True Point of beginning;

ALSO, that certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning on the Westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet Southerly from the intersection of said Westerly margin produced of said Leary Street, and the Southerly line of the Northern Pacific Railroad right of way, said point also being on the Westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence Westerly parallel to said railroad right of way, 276 feet; thence Southerly at right angles to said railroad right of way and along the Easterly margin of County road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 120 feet; thence Easterly 275 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 120.00 feet Southerly from the point of beginning; thence Northerly along said Westerly margin of W.W. Easter County Road, 120.0 feet to the True Point of Beginning.

LESS that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131619, described as follows:

A strip of land adjacent to and southeasterly of a line 37.00 feet northwesterly of and parallel and concentric with the centerline of Leary Way as established by City of Redmond Street Improvement Project 87-ST-74.

Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to the southeast corner of said tract at a point 13.84 feet left opposite Engineer's Station 119+84.12 and a point on a curve to the left having a radius of 163.19; thence northeasterly along said curve through a central angle of 10°58'04" an arc distance of 31.24 feet to the northeast corner of said tract at a point 14.85 feet left opposite Engineer's Station 120+16.38; thence northwesterly along the north line of said tract to a point 37.00 feet left opposite Engineer's Station 120+09.60 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the Westerly margin produced of Leary Street, as shown on the Plat of Syke's First

Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street, and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 276 feet; thence southerly at right angles to said railroad right of way and along the easterly margin of County Road conveyed to King County by deed recorded under Recording No. 765301, a distance of 120 feet; thence easterly 275 feet, more or less, to a point on the westerly margin of said W.W. Easter County Road, which point is 120.00 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 120.00 feet to the True Point of Beginning; Except the north 90 feet of the east 230 feet thereof.

**ALSO, LESS** that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131641, described as follows:

A strip of land adjacent to and southeasterly of a line 37.00 feet north-westerly of and parallel and concentric with the centerline of Leary Way as established by City of Redmond Street Improvement Project 87-ST-74.

Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to a point 14.85 feet left opposite Engineer's Station 120+16.38 and a point on a curve to the left having a radius of 163.19 feet; thence northeasterly along said curve through a central angle of 10°24'01" an arc distance of 29.62 feet to a point 19.16 feet left opposite Engineer's Station 120+46.86; thence continuing northeasterly to a point on the North line of said Tract at a point 26.86 feet left opposite Engineer's Station 121+10.36; thence northwesterly along said north line to a point 37.00 feet left opposite Engineer's Station 12+09.77 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 230 feet; thence southerly at right angles to said railroad right of way and along

the easterly margin of County Road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 90 feet; thence easterly 230 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 90 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 90 feet to the true point of beginning.

**SUBJECT** to roadway and utilities easements as granted to the City of Redmond under Roadway and Utilities Easements, dated February 4, 1992, as recorded under Recording Nos. 9202131620 and 9202131642, respectively.

## **EXHIBIT A-1**

### **PROPERTY IMPROVEMENTS**

- A single-story wood frame office building. A heating oil UST is located adjacent to the north side of the building.
- A single-story building with corrugated metal siding that housed a former machine shop, welding shop and storage area for the King County Sheriffs Department.
- A single-story building with corrugated metal siding. The building was used as pipe shed with a 1,760-gallon capacity UST is abandoned in place beneath the building.
- A three-sided single story building with corrugated metal siding. The building was used as an enclosed area for vehicle parking.
- A single-story building with corrugated metal siding that housed a former machine shop and storage area for the King County Sheriffs Department.
- A three-sided single story building with corrugated metal siding. The building was used as an enclosed area for vehicle parking. A former chemical storage shed and former King County Animal Control Department offices are located on the east side of the building.
- Vehicle wash rack and soap storage area.
- Former King County Road Division office space and carport garage area.
- Former Materials Testing Laboratory with former septic system reportedly located on the west end of the building.
- Former Service Station with canopy and vehicle maintenance pit. A 7,000-gallon gasoline UST and 4,000 gallon diesel UST.
- Concrete loading ramp

Note: Part or all of these improvements may be positioned within City of Redmond Right of Way.

**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 **CITY OF REDMOND**, a municipal corporation 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 \_\_\_\_\_, 2003.

**GRANTOR:**

**KING COUNTY**

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A TO BILL OF SALE AND ASSIGNMENT  
REAL PROPERTY**

**LEGAL DESCRIPTION**

A strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly, measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way; thence Southerly at right angles to said railroad right of way line 30.00 feet to the True Point of Beginning; thence Westerly, parallel with and 30 feet southerly of said railroad right of way line, 542.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line 107.00 feet, more or less; thence Easterly, parallel with and 130 feet from said Southerly railroad right of way line, 506.00 feet, more or less; thence Northerly at right angles to said railroad right of way, 100.00 feet to the True Point of Beginning;

AND a strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way line; thence Southerly at right angles to said railroad right of way line 130 feet to the True Point of Beginning; thence Westerly, parallel with and 130 feet Southerly of said railroad right of way line, 506.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line, 107.00 feet, more or less; thence Easterly parallel with and 230.00 feet from said Southerly railroad right of way line, 485.00 feet, more or less, to the Westerly margin of County road as established by

Deed recorded under Recording No. 765301; thence Northerly and Northeasterly along said road margin 107.00 feet, more or less, to the True Point of beginning;

ALSO, that certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning on the Westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet Southerly from the intersection of said Westerly margin produced of said Leary Street, and the Southerly line of the Northern Pacific Railroad right of way, said point also being on the Westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence Westerly parallel to said railroad right of way, 276 feet; thence Southerly at right angles to said railroad right of way and along the Easterly margin of County road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 120 feet; thence Easterly 275 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 120.00 feet Southerly from the point of beginning; thence Northerly along said Westerly margin of W.W. Easter County Road, 120.0 feet to the True Point of Beginning.

LESS that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131619, described as follows:

A strip of land adjacent to and southeasterly of a line 37.00 feet northwesterly of and parallel and concentric with the centerline of Leary Way as established by City of Redmond Street Improvement Project 87-ST-74.

Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to the southeast corner of said tract at a point 13.84 feet left opposite Engineer's Station 119+84.12 and a point on a curve to the left having a radius of 163.19; thence northeasterly along said curve through a central angle of 10°58'04" an arc distance of 31.24 feet to the northeast corner of said tract at a point 14.85 feet left opposite Engineer's Station 120+16.38; thence northwesterly along the north line of said tract to a point 37.00 feet left opposite Engineer's Station 120+09.60 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the Westerly

margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street, and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 276 feet; thence southerly at right angles to said railroad right of way and along the easterly margin of County Road conveyed to King County by deed recorded under Recording No. 765301, a distance of 120 feet; thence easterly 275 feet, more or less, to a point on the westerly margin of said W.W. Easter County Road, which point is 120.00 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 120.00 feet to the True Point of Beginning; Except the north 90 feet of the east 230 feet thereof.

**ALSO, LESS** that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131641, described as follows:

A strip of land adjacent to and southeasterly of a line 37.00 feet north-westerly of and parallel and concentric with the centerline of Leary Way as established by City of Redmond Street Improvement Project 87-ST-74.

Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to a point 14.85 feet left opposite Engineer's Station 120+16.38 and a point on a curve to the left having a radius of 163.19 feet; thence northeasterly along said curve through a central angle of 10°24'01" an arc distance of 29.62 feet to a point 19.16 feet left opposite Engineer's Station 120+46.86; thence continuing northeasterly to a point on the North line of said Tract at a point 26.86 feet left opposite Engineer's Station 121+10.36; thence northwesterly along said north line to a point 37.00 feet left opposite Engineer's Station 12+09.77 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 230

feet; thence southerly at right angles to said railroad right of way and along the easterly margin of County Road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 90 feet; thence easterly 230 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 90 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 90 feet to the true point of beginning.

**SUBJECT** to roadway and utilities easements as granted to the City of Redmond under Roadway and Utilities Easements, dated February 4, 1992, as recorded under Recording Nos. 9202131620 and 9202131642, respectively.

**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:

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 Road Services Division, Department of Transportation, M.S. KSC-TR-0313, 201 South Jackson Street Seattle, WA 98104-3856

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 \_\_\_\_\_, 2003.

**TRANSFEROR:**

**KING COUNTY**

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

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

**EXHIBIT D**

**AFTER RECORDING RETURN TO:**

City of Redmond - CHPWE  
Attn: D. Wilson  
P.O. Box 97010  
Redmond WA 98073-9710

**SPECIAL WARRANTY DEED**

**GRANTOR - KING COUNTY, WASHINGTON**

**GRANTEE - CITY OF REDMOND**

**LEGAL - - - - NE 1/4, SEC. 11, TWP 25 N., RGE 5 E., W.M.**

**TAX NO. - - 112505-9026**

The Grantor, KING COUNTY, WASHINGTON, a political subdivision of the State of Washington, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, pursuant to King County Ordinance No. \_\_\_\_\_, conveys, grants and warrants unto the Grantee, CITY OF REDMOND, a municipal corporation of the State of Washington, the following described real estate (hereinafter referred to as "the Property"):

A strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly, measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way; thence Southerly at right angles to said railroad right of way line 30.00 feet to the True Point of Beginning; thence Westerly, parallel with and 30 feet southerly of said railroad right of way line, 542.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line 107.00 feet, more or less; thence Easterly, parallel with and 130 feet from said Southerly railroad right of way line, 506.00 feet, more or less; thence Northerly at right angles to said railroad right of way, 100.00 feet to the True Point of Beginning;

AND a strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way line; thence Southerly at right angles to said railroad right of way line 130 feet to the True Point of Beginning; thence Westerly, parallel with and 130 feet Southerly of said railroad right of way line, 506.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line, 107.00 feet, more or less; thence Easterly parallel with and 230.00 feet from said Southerly railroad right of way line, 485.00 feet, more or less, to the Westerly margin of County road as established by Deed recorded under Recording No. 765301; thence Northerly and Northeasterly along said road margin 107.00 feet, more or less, to the True Point of beginning;

ALSO, that certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning on the Westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet Southerly from the intersection of said Westerly margin produced of said Leary Street, and the Southerly line of the Northern Pacific Railroad right of way, said point also being on the Westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence Westerly parallel to said railroad right of way, 276 feet; thence Southerly at right angles to said railroad right of way and along the Easterly margin of County road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 120 feet; thence Easterly 275 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 120.00 feet Southerly from the point of beginning; thence Northerly along said Westerly margin of W.W. Easter County Road, 120.0 feet to the True Point of Beginning.

LESS that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131619, described as follows:

A strip of land adjacent to and southeasterly of a line 37.00 feet north-westerly of and parallel and concentric with the centerline of Leary Way as established by City of Redmond Street Improvement Project 87-ST-74.

Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to the southeast corner of said tract at a point 13.84 feet left opposite Engineer's Station 119+84.12 and a point on a curve to the left having a radius of 163.19; thence northeasterly along said curve through a central angle of 10°58'04" an arc distance of 31.24 feet to the northeast corner of said tract at a point 14.85 feet left opposite Engineer's Station 120+16.38; thence northwesterly along the north line of said tract to a point 37.00 feet left opposite Engineer's Station 120+09.60 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the Westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street, and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 276 feet; thence southerly at right angles to said railroad right of way and along the easterly margin of County Road conveyed to King County by deed recorded under Recording No. 765301, a distance of 120 feet; thence easterly 275 feet, more or less, to a point on the westerly margin of said W.W. Easter County Road, which point is 120.00 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 120.00 feet to the True Point of Beginning; Except the north 90 feet of the east 230 feet thereof.

**ALSO, LESS** that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131641, described as follows:

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Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to a point 14.85 feet left opposite Engineer's Station

120+16.38 and a point on a curve to the left having a radius of 163.19 feet; thence northeasterly along said curve through a central angle of 10°24'01" an arc distance of 29.62 feet to a point 19.16 feet left opposite Engineer's Station 120+46.86; thence continuing northeasterly to a point on the North line of said Tract at a point 26.86 feet left opposite Engineer's Station 121+10.36; thence northwesterly along said north line to a point 37.00 feet left opposite Engineer's Station 12+09.77 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 230 feet; thence southerly at right angles to said railroad right of way and along the easterly margin of County Road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 90 feet; thence easterly 230 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 90 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 90 feet to the true point of beginning.

**SUBJECT** to roadway and utilities easements as granted to the City of Redmond under Roadway and Utilities Easements, dated February 4, 1992, as recorded under Recording Nos. 9202131620 and 9202131642, respectively.

This deed is given in accordance with the terms of the Purchase and Sale Agreement ("Agreement") for the Property entered into between Grantor and Grantee on the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

The warranty herein is limited to the acts of the Grantor, and against claims and demands of all persons claiming by, through and under the Grantor herein.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

GRANTOR:  
KING COUNTY, WASHINGTON

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of KING COUNTY, a 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 \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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

## Attachment A

### LEGAL DESCRIPTION

A strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly, measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way; thence Southerly at right angles to said railroad right of way line 30.00 feet to the True Point of Beginning; thence Westerly, parallel with and 30 feet southerly of said railroad right of way line, 542.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line 107.00 feet, more or less; thence Easterly, parallel with and 130 feet from said Southerly railroad right of way line, 506.00 feet, more or less; thence Northerly at right angles to said railroad right of way, 100.00 feet to the True Point of Beginning;

AND a strip of land, 100 feet in width, in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Commencing at a point on the Southerly right of way line of the Northern Pacific Railroad right of way (originally conveyed to Seattle, Lake Shore and Eastern Railway Company by Deeds recorded under Recording Numbers 13991 and 14132) which point is 336.00 feet Westerly measured along said right of way line from where the Westerly margin of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, if produced Southerly, would intersect said railroad right of way line; thence Southerly at right angles to said railroad right of way line 130 feet to the True Point of Beginning; thence Westerly, parallel with and 130 feet Southerly of said railroad right of way line, 506.00 feet, more or less, to the West line of said Northeast 1/4 of the Northeast 1/4; thence Southerly along said West line, 107.00 feet, more or less; thence Easterly parallel with and 230.00 feet from said Southerly railroad right of way line, 485.00 feet, more or less, to the Westerly margin of County road as established by Deed recorded under Recording No. 765301; thence Northerly and Northeasterly along said road margin 107.00 feet, more or less, to the True Point of beginning;

ALSO, that certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning on the Westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet Southerly from the intersection of said Westerly margin produced of said Leary Street, and the Southerly line of the Northern Pacific Railroad right of way, said point also being on the Westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence Westerly parallel to said railroad right of way, 276 feet; thence Southerly at right angles to said railroad right of way and along the Easterly margin of County road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 120 feet; thence Easterly 275 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 120.00 feet Southerly from the point of beginning; thence Northerly along said Westerly margin of W.W. Easter County Road, 120.0 feet to the True Point of Beginning.

LESS that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131619, described as follows:

A strip of land adjacent to and southeasterly of a line 37.00 feet northwesterly of and parallel and concentric with the centerline of Leary Way as established by City of Redmond Street Improvement Project 87-ST-74.

Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to the southeast corner of said tract at a point 13.84 feet left opposite Engineer's Station 119+84.12 and a point on a curve to the left having a radius of 163.19; thence northeasterly along said curve through a central angle of 10°58'04" an arc distance of 31.24 feet to the northeast corner of said tract at a point 14.85 feet left opposite Engineer's Station 120+16.38; thence northwesterly along the north line of said tract to a point 37.00 feet left opposite Engineer's Station 120+09.60 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the Westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street, and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 276 feet; thence southerly at right angles

to said railroad right of way and along the easterly margin of County Road conveyed to King County by deed recorded under Recording No. 765301, a distance of 120 feet; thence easterly 275 feet, more or less, to a point on the westerly margin of said W.W. Easter County Road, which point is 120.00 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 120.00 feet to the True Point of Beginning; Except the north 90 feet of the east 230 feet thereof.

**ALSO, LESS** that portion of the following described Tract X, conveyed to the City of Redmond under Warranty Deed, dated February 4, 1992, as recorded under Recording No. 9202131641, described as follows:

A strip of land adjacent to and southeasterly of a line 37.00 feet northwesterly of and parallel and concentric with the centerline of Leary Way as established by City of Redmond Street Improvement Project 87-ST-74.

Said strip of land beginning at a point on the south line of said tract 37.00 feet left opposite Engineer's Station 119+74.92; thence southeasterly along said south line to a point 14.85 feet left opposite Engineer's Station 120+16.38 and a point on a curve to the left having a radius of 163.19 feet; thence northeasterly along said curve through a central angle of 10°24'01" an arc distance of 29.62 feet to a point 19.16 feet left opposite Engineer's Station 120+46.86; thence continuing northeasterly to a point on the North line of said Tract at a point 26.86 feet left opposite Engineer's Station 121+10.36; thence northwesterly along said north line to a point 37.00 feet left opposite Engineer's Station 12+09.77 and the terminus point of said strip of land.

Tract X - That certain tract of land in the Northeast 1/4 of the Northeast 1/4 of Section 11, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows: Beginning on the westerly margin produced of Leary Street, as shown on the Plat of Syke's First Addition to Redmond, at a point which is 30.00 feet southerly from the intersection of said westerly margin produced of said Leary Street and the southerly line of the Northern Pacific Railroad right of way, said point also being on the westerly margin of W.W. Easter County Road (State Aid Road No. 56); thence westerly parallel to said railroad right of way, 230 feet; thence southerly at right angles to said railroad right of way and along the easterly margin of County Road conveyed to King County by Deed recorded under Recording No. 765301, a distance of 90 feet; thence easterly 230 feet, more or less, to a point on the Westerly margin of said W.W. Easter County Road, which point is 90 feet southerly from the point of beginning; thence northerly along said westerly margin of W.W. Easter County Road, 90 feet to the true point of beginning. **SUBJECT** to roadway and utilities easements as granted to the City of Redmond under Roadway and Utilities Easements, dated February 4, 1992, as recorded under Recording Nos. 9202131620 and 9202131642, respectively.