

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of _____, 2011, 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")(collectively the "Parties").

RECITALS

A. Seller is the owner of that certain real property located in the City of Kent, County of King, State of Washington, which consists of two parcels of land occupied by a courthouse, parking area, and adjacent vacant parcel, commonly identified as the Aukeen District Courthouse, located at 1210 Central Avenue South, Kent, WA, 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.

C. Buyer and Seller had previously agreed, as reflected in that certain Lease Agreement between King County and the City of Kent dated December 22, 2008, as amended, (the "Lease") to construct extensive improvements to the Property at Buyer's expense to expand court operations. Buyer has elected to forego the expansion and purchase the Property, which will result in substantial savings.

D. As part of the total purchase price, Buyer and Seller have included increased consideration to compensate Seller for relocation expenses relating to Seller's governmental services.

E. Seller and Buyer are entering into this Agreement pursuant to the authority granted in Chapter 39.33 Revised Code of Washington, (Intergovernmental Disposition of Property Act) which permits a political subdivision of the State of Washington to sell real property to the state or any municipality or any political subdivision thereof on such terms and conditions as may be mutually agreed upon by the proper authority of the state and/or the subdivisions concerned.

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) 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, as described in **EXHIBIT A**;

(b) all of Seller's right, title and interest in improvements and structures located on the Property;

(c) all of Seller's right, title and interest in and to personal property, as listed in Exhibit D, attached hereto, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property"), including the ecology blocks placed upon the Property for flood prevention purposes;

(d) all of Seller's right, title and interest in the Reciprocal Parking Easement, dated January 22, 2003 (King County Auditor's # 20030122002929), attached as **EXHIBIT E**.

(e) 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; and

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 **Five Million Six Hundred Thousand Dollars (\$5,600,000.00)** (the "Purchase Price"), which Buyer and Seller agree represents full and fair value for the Purchased Assets.

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the portion of the Purchase Price allocable to the Personal Property is **Four Thousand Nine Hundred Ninety Nine Dollars (\$4,999.00)** as provided in Exhibit C.

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 political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws thereof. Seller has all requisite governmental 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 county of the State of Washington, (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 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. Litigation. There is no pending, or to the best of Seller's knowledge, threatened lawsuit or material claim 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. There is no pending or, to the best of Seller's knowledge, contemplated condemnation or similar proceeding with respect to the Property or any part thereof.

3.1.4. 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 below.

3.1.5. 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 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 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 Buyer or any action taken by Buyer.

3.1.7. 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.

3.1.8. 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;

3.1.9. Maintenance of the Property. Seller shall continue to maintain the Property in compliance with all applicable laws and pay all costs of the Property with respect to the period prior to Closing.

3.1.10. Condition of the Property. AS-IS. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS WHERE IS" BASIS AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 3, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS OR BROKER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: Any warranties or representations with respect to the structural condition of the Purchased Assets, 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 Purchased Assets, and the compliance or noncompliance of the Purchased Assets with Environmental Laws, as defined herein. For purposes of this Agreement, "**Hazardous Materials**" shall mean, at any time, (a) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any occupational safety and health laws as a "hazardous substance," "hazardous contaminants," "hazardous constituents," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant," "toxic emission," "air contaminant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, radioactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity," (b) any oil, gas and other petroleum hydrocarbons or any products, by-products or fractions thereof (including, without limitation, gasoline, diesel fuel, and solvents), (c) PCBs, (d) urea formaldehyde, (e) mold, mildew and similar substances; (f) any substance potentially injurious to the public health, safety or welfare, the environment or the Purchased Assets, (g) asbestos, lead, cadmium, mercury and other heavy metals, cyanide, pesticides, chlorinated hydrocarbons, and (h) any substance which is a basis for liability to any governmental authority or third party under any applicable statute, regulation or common law theory. As used herein, "**Environmental Laws**" means collectively, all present and future laws (whether common law, statute, rule, regulation, ordinance or otherwise), the requirements of governmental authorities and any permits and guidance issued pursuant thereto relating to Hazardous Materials, human health or the environment, as heretofore or hereafter amended, and in any regulations promulgated pursuant thereto.

3.1.11. 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.

3.1.12. 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 and shall deliver to Purchaser prior to the Closing an affidavit, as set forth in **Exhibit G**, 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 duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite governmental 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 Buyer as a municipal corporation, (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 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. Litigation. There is no pending or, to the best of Buyer's knowledge, threatened lawsuit or material claim against or relating to Buyer that 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. 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 Hazardous Substances, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of

such Hazardous Substances at, from or into the Purchased Assets and the compliance or noncompliance of the Purchased Assets with Environmental Laws. 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.

3.2.6. 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.

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. Within ten (10) days of execution of this Agreement, Seller shall cause to be delivered to Buyer a current ALTA form of commitment for an owner's standard policy of title insurance (the "Title Commitment") issued by Pacific Northwest Title Company, Inc. (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount \$5,600,000.00 or the amount designated by Buyer. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company 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. Survey. Prior to the expiration of the Due Diligence Period (as defined in Section 5.2), Buyer shall the option, at its expense, to have prepared and furnished to the Title Company and Buyer a survey (the "Survey") of the Property prepared by a licensed public surveyor. The Survey shall be certified to Buyer 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 Property by legal description and shall set forth the number of square feet contained within the 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 Property, and such other items as required by Buyer.

4.1.3. Review of Title Commitment and Survey. Buyer shall have until fourteen (14) days after receipt of the Title Commitment (the "Review Period") as required by Section 4.1.1, 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 or items on the survey which Seller is not able to remove or otherwise resolve and any endorsements that Seller is not able to provide following Buyer's request within the Review Period, 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, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the amount of \$5,600,000.00 or an amount designated by buyer 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 Buyer 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. Buyer 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 statutory warranty deed in the form attached hereto as **Exhibit B**, 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. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the Purchased Assets for Buyer's contemplated use meets with its approval. If Buyer approves of the condition of the Purchased Assets, Buyer agrees to notify Seller, in writing, thereby removing the contingency. Buyer shall make such determination within ninety (90) 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, Buyer 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.

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 Purchased Assets deemed necessary, on any subject, by Buyer (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 Purchased Assets 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 Seller 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 Buyer's proposed development of the Property, (V) determine whether Buyer'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 Purchased Assets pursuant to standard written consent or permits customarily issued by Seller for such purposes 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 Purchased Assets. Invasive tests of the Purchased Assets, such as drilling, penetration of walls or floors or excavation shall be subject to Seller's prior written approval. The Buyer will not be permitted to undertake activities that damage the Purchased Assets. 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 the Purchased Assets 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.

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.

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. The requirements of this section specifically include, without limitation, Seller's removal of all its equipment, furniture, furnishings, and other tangible and portable personal property located on the Property, except for those items listed on **EXHIBIT D**, attached and included by this reference.

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.

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.

8.7. APPROVAL BY THE CITY OF KENT. This Agreement shall be subject to approval by the City of Kent Council.

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. APPROVAL OF COUNSEL. Buyer's counsel shall have approved this document as to form as evidenced by such counsel's signature on this Agreement.

9.4. 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.

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 Purchase Price or an amount to be determined by Buyer effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions.

9.6. APPROVAL BY THE KING COUNTY COUNCIL. This Agreement shall be subject to approval by ordinance of the King County Council.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing shall take place on the earliest date agreed upon by Buyer and Seller, but not later than December 31, 2011 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 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. Seller shall pay the cost of one-half (1/2) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (1/2) 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. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer the following properly executed documents:

(a) A Statutory Warranty Deed conveying the Property in the form of **Exhibit B** attached hereto;

(b) A Bill of Sale and Assignment duly executed by the Seller in the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

(c) Seller's Certificate of Non-Foreign status substantially in the form of **EXHIBIT F**, 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 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 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.

12.1.1 OTHER OBLIGATIONS. As of Closing, all previous obligations and agreements between Buyer and Seller, including the Lease and its attachments and Exhibits which include that certain Parking Lot Lease Agreement, shall terminate and the Parties shall have no further obligations thereunder.

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 and the substantially prevailing party shall be entitled to recovery of attorney fees and costs. 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:

If to Buyer:

With a copy to:

If to Seller:

King County facilities Management Division

500 Fourth Ave., Suite 500

Seattle, WA 98104

Attention: Manager, Real Estate Services

With a copy to:

Office of the King County Prosecuting Attorney

King County Courthouse, W400

516 Third Ave

Seattle, WA 98104

Attention: Civil Division

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. Neither party may assign this Agreement or any rights hereunder without the other party's prior written consent.

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 |
| EXHIBIT B | Statutory Warranty Deed |
| EXHIBIT C | Bill of Sale and Assignment |
| EXHIBIT D | List of Personal Property to Remain with Buyer |
| EXHIBIT E | Reciprocal Parking Easement |
| EXHIBIT F | Certificate of Non-Foreign Status |

EXECUTED as of the date and year first above written:

SELLER:

Name: _____
Title: _____

APPROVED AS TO FORM:

By _____
Deputy Prosecuting Attorney

BUYER:

Name: _____
Its: _____

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 _____, 2002.

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 personally appeared before me _____, the _____ of _____, 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 _____ day of _____, 2002.

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

EXHIBIT A.

Legal Description

LOT 2, CITY OF KENT BOUNDARY LINE ADJUSTMENT NUMBER LL-2009-6 RECORDED UNDER RECORDING NUMBER 20100331900007, SAID BOUNDARY LINE ADJUSTMENT BEING A PORTION OF TRACT 24, HORSESHOE ACRES TRACTS TO KENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE(S) 10, IN KING COUNTY, WASHINGTON, AND THAT PORTION OF THE S.W. RUSSELL DONATION LAND CLAIM IN SECTION 25, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON,

TOGETHER WITH THE SELLER'S RIGHT UNDER RECIPROCAL PARKING AGREEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20030122002929.

TOGETHER WITH UNDIVIDED INTEREST IN THE FOLLOWING:

LOT 3, CITY OF KENT BOUNDARY LINE ADJUSTMENT NUMBER LL-2009-6 RECORDED UNDER RECORDING NUMBER 20100331900007, SAID BOUNDARY LINE ADJUSTMENT BEING A PORTION OF TRACT 24, HORSESHOE ACRES TRACTS TO KENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE(S) 10, IN KING COUNTY, WASHINGTON.

EXHIBIT B.

Statutory Warranty Deed

AFTER RECORDING RETURN TO:

K. C. Real Estate Services
500 King County Admin. Bldg.
500 Fourth Avenue
Seattle, WA 98104

STATUTORY WARRANTY DEED

GRANTOR - KING COUNTY
GRANTEE - CITY OF KENT
LEGAL -- lot 2 Kent BLA LL-2009-6
TAX NO. - #000660-0043 &

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of _____, pursuant to King County Ordinance No. _____, does hereby convey and warrant unto the Grantee, _____, a municipal corporation of the State of Washington, and Grantee hereby accepts, the following described real estate, situate in King County, Washington:

SEE LEGAL DESCRIPTION IN EXHIBIT "A" ATTACHED HERETO
AND BY THIS REFERENCE INCORPORATED HEREIN.

GRANTOR
KING COUNTY

GRANTEE
CITY OF KENT

BY _____

BY _____

TITLE _____

TITLE _____

Date _____

Date _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that _____ signed this instrument,
on oath stated that he was authorized by the King County Executive to execute the
instrument, and acknowledged it as the _____
of King County, Washington, to be the free and voluntary act of said County for the
uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate
above written.

Notary Public in and for the
State of Washington, residing

at _____
 City and State
My appointment expires _____

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that _____ signed this instrument,
on oath stated that he / she was authorized to execute the instrument, and
acknowledged it as the _____

of City of Kent, Washington, to be the free and voluntary act of said County for the uses
and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate
above written.

Notary Public in and for the
State of Washington, residing

at _____
 City and State
My appointment expires _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 2, CITY OF KENT BOUNDARY LINE ADJUSTMENT NUMBER LL-2009-6 RECORDED UNDER RECORDING NUMBER 20100331900007, SAID BOUNDARY LINE ADJUSTMENT BEING A PORTION OF TRACT 24, HORSESHOE ACRES TRACTS TO KENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE(S) 10, IN KING COUNTY, WASHINGTON, AND THAT PORTION OF THE S.W. RUSSELL DONATION LAND CLAIM IN SECTION 25, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON,

TOGETHER WITH THE SELLER'S RIGHT UNDER RECIPROCAL PARKING AGREEMENT RECORDED UNDER KING COUNTY RECORDING NUMBER 20030122002929.

TOGETHER WITH UNDIVIDED INTEREST IN THE FOLLOWING:

LOT 3, CITY OF KENT BOUNDARY LINE ADJUSTMENT NUMBER LL-2009-6 RECORDED UNDER RECORDING NUMBER 20100331900007, SAID BOUNDARY LINE ADJUSTMENT BEING A PORTION OF TRACT 24, HORSESHOE ACRES TRACTS TO KENT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15 OF PLATS, PAGE(S) 10, IN KING COUNTY, WASHINGTON.

EXHIBIT C.

Bill of Sale and Assignment.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this _____ day of _____, 200__, by KING COUNTY (“**Seller**”), in favor of _____, a political subdivision of the State of Washington (“**Buyer**”), with reference to the following facts.

NOW, THEREFORE, for consideration in the amount of Four Thousand Nine Hundred Ninety Nine Dollars (\$4,999.00), Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

Seller represents and warrants that it is the sole owner of, and has good title to, such personal property, and has full right and authority to transfer and deliver the same, and will defend the sale hereby against each and every person claiming otherwise.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____

Its: _____

EXHIBIT D.

List of Seller's Personal Property to Remain with Buyer

EQUIPMENT – Ecology blocks and landscaping berms placed on the site by Seller for flood control purposes.

FURNITURE

Quantity

CHAIRS

| | description | |
|-------------------|--------------|----|
| DIRECTORS OFFICE | upholstered | 1 |
| LUNCH ROOMS | small chairs | 8 |
| DISPUTE ROOM | upholstered | 4 |
| VIPR ROOM | upholstered | 3 |
| COURT ROOM #1 | upholstered | 9 |
| JURY ROOM #1 | upholstered | 6 |
| COURTROOM #2 | upholstered | 2 |
| JURY ROOM #2 | upholstered | 5 |
| JURY ROOM #3 | upholstered | 6 |
| COURT ROOM #4 | upholstered | 10 |
| JUDGES CHAMBERS 2 | upholstered | 1 |
| JUDGES CHAMBERS 3 | upholstered | 2 |
| JUDICIAL Chair | upholstered | 1 |
| Probation | upholstered | 9 |

desks

| | | |
|--------------------|---------------------------|---|
| DIRECTORS OFFICE | straight desk with return | 1 |
| CLERKS OFFICE | cube - desks | 9 |
| MAGISTRATES OFFICE | std desk | 1 |
| LOBBY | 30 X 60 desk | 1 |
| Probation | old metal | 5 |

Credenza

| | | |
|------------------|-------|---|
| DIRECTORS OFFICE | basic | 1 |
| Probation | basic | 2 |

tables

| | | |
|----------------------|--------------|---|
| LUNCH ROOMS | small round | 3 |
| Probation Lunch room | small round | 1 |
| VIPR ROOM | std 6 person | 1 |
| COURT ROOM #1 | std 6 person | 2 |
| JURY ROOM #1 | std 6 person | 3 |
| JURY ROOM #2 | std 6 person | 1 |
| JURY ROOM #3 | std 6 person | 1 |
| COURT ROOM #4 | std 6 person | 2 |

| | | | |
|-----------------------|----------------------|---------------------------|---|
| file cabinets | Probation | std 6 person | 2 |
| | MAGISTRATES OFFICE | laterals 2 drawer | 2 |
| | Probation | vertical | 4 |
| bookcases | Probation Lunch room | vertical | 1 |
| | bookcases | | |
| | CLERKS OFFICE | metal bookcase 4 - shelf | 1 |
| | Probation | metal bookcase 4 - shelf | 1 |
| filing shelves | | | |
| | CLERKS OFFICE | attached metal shelving | 4 |
| judges suites | | | |
| | JUDGES CHAMBERS 1 | elaborate desk | 2 |
| | JUDGES CHAMBERS 1 | suite - credenza | 3 |
| | JUDGES CHAMBERS 1 | end table - part of suite | 2 |
| | JUDGES CHAMBERS 2 | wooden - bookcase | 2 |
| | amoire | part of suite | 1 |
| other items | | | |
| | Lobby Benches | stone benches | 1 |
| | lockers, | | 2 |
| | refrigerator | | 1 |
| | microwave | | 1 |

EXHIBIT E

Reciprocal Parking Easement

173
(IOP)

CONFORMED COPY

AFTER RECORDING RETURN TO:

20030122002929

KING COUNTY EAS 0.00
PAGE 001 OF 007
01/22/2003 10:01
KING COUNTY, WA

City of Kent
Attn: Property Manager
220 Fourth Avenue S
Kent, Washington 98032

Grantor: City of Kent, a Washington municipal corporation.

Grantee: King County, a political subdivision of Washington.

Abbreviated Legal Description: Ptn. Tract 24 Horseshoe Acre Tracts recorded in Vol. 15, page 10 and a Ptn. of S.W. Russell DLC lying in the NW 1/4, 25-22-04, King County, State of Washington.

Additional Legal Description on Exhibit A—page 5—of Document.

Assessor's Tax Parcel ID No. 346280-0205-0 and 000660-0043-0.

Project Name: Kent Municipal Court Parking Lot

Document Date: _____

RECIPROCAL PARKING EASEMENT

THIS INSTRUMENT made this 22nd day of January, 2003, by and between the CITY OF KENT, a municipal corporation of the State of Washington (the "City") and KING COUNTY, a political subdivision of the State of Washington (the "County").

I. Purpose. The City owns the real property legally described as Lot C in Exhibit A, which is incorporated by this reference. The County owns the adjoining real property legally described as Lot D in Exhibit A. The City has constructed two parking lots; Phase I and Phase II, over portions of Lot C and Lot D. The Phase I parking lot is depicted in the cross hatched portion of Exhibit B, which is incorporated by this reference. The Phase II parking lot is depicted in the cross hatched portion of Exhibit C, which is incorporated by this reference. The purpose of this Parking Easement is to grant the City and the County the right to use the portions of the parking lots constructed on the other party's real property and to establish the allocation of the parking stalls Phase I and Phase II as between the City and the County.

RECIPROCAL PARKING EASEMENT - Page 1 of 4
(between King County and City of Kent)

2. Grant to City. The County, for and in consideration of mutual benefits derived and/or other valuable consideration, receipt of which is hereby acknowledged by the County, does grant to the City, its successors and/or assigns, an easement for use of and access to any portion of the Phase I parking stalls depicted in Exhibit B and the Phase II parking stalls depicted on Exhibit C, which are located on the real property legally described in Exhibit A as Lot D. The County reserves the right to use the easement area, so long as that use does not unreasonably interfere with the use of the City and so long as that use is consistent with the conveyance by the City in the following paragraph.

3. Grant to County. The City, for and in consideration of mutual benefits derived and/or other valuable consideration, receipt of which is hereby acknowledged by City, does grant to the County, its successors and/or assigns, the following: an easement for use of and access to any portion of the Phase I parking stalls identified in Exhibit B and Phase II parking stalls depicted on Exhibit C, which are located on the real property legally described in Exhibit A as Lot C. The City shall retain the right to use the easement area, so long as that use does not unreasonably interfere with the use of the County and so long as that use is consistent with the conveyance by the County in the previous paragraph.

4. Parking Stall Allocation. The County will have use of and access to seven (7) of the twenty-one (21) Phase I parking stalls and use of and access to ten (10) of the thirty-three (33) Phase II parking stalls.

5. Maintenance. The City shall maintain and repair the parking lots as shown in Exhibit B and C.

6. Terms of Use. The City and County shall at all times exercise their rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The City and County accept the easement areas in their present physical condition, as is.

7. Indemnification. County does hereby release, indemnify and promise to defend and save harmless City from and against any and all liability, loss, damage, expense actions and claims, including costs and reasonable attorney's fees incurred by City in connection therewith, arising directly or indirectly on account of or out of the negligent exercise by County, its servants, agents, employees, and contractors of the rights granted in this Easement. City does hereby release, indemnify and promise to defend and save harmless County from and against any and all liability, loss, damage, expense actions and claims, including costs and reasonable attorney's fees incurred by County in connection therewith, arising directly or indirectly on account of or out of the negligent exercise by City, its servants, agents, employees and contractors of the rights granted in this Easement.

RECIPROCAL PARKING EASEMENT - Page 2 of 4
(between King County and City of Kent)

8. Run with the Land. This Reciprocal Easement shall be a covenant running with the land forever and shall be binding on the City and County, their successors and assigns.

KING COUNTY:

By: [Signature]
Print Name: Harold McPhilly
Its: Acting Chief Asset Mgmt, DES
Date: 1-22-03

CITY OF KENT:

By: [Signature]
Print Name: Jim White
Its: Mayor
Date: 12-30-02

STATE OF WASHINGTON)

: ss.

COUNTY OF KING)

I hereby certify that on the 22nd day of January, 2003 I know or have satisfactory evidence that Harold McPhilly is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument on behalf of the KING COUNTY, as its Acting Chief Asset Mgmt, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

-Notary Seal Must Appear Within This Box-

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

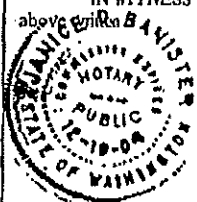
[Signature]
Mark R. Phillips
NOTARY PUBLIC in and for the State of Washington
residing at Bellview
My appointment expires 6/15/04

STATE OF WASHINGTON)
: ss.
COUNTY OF KING)

I hereby certify that on the 30th day of December, 2002, I know or have satisfactory evidence that Jim White is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument on behalf of the **CITY OF KENT** as its Mayor, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

Notary Seal Must Appear Within This Box

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



Janice D. Banister
JANICE D. BANISTER
NOTARY PUBLIC, in and for the State of Washington
residing at Kent, Wa
My appointment expires 12-19-04

APPROVED AS TO FORM:

[Signature]
KING COUNTY

APPROVED AS TO FORM:

[Signature]
KIM ADAMS PRAFF
Kent Assistant City Attorney

RECIPROCAL PARKING EASEMENT - Page 4 of 4
(between King County and City of Kent)

LOT "C": CITY OF KENT

TAX ACCOUNT NUMBER: 346280-0205-0

LEGAL DESCRIPTION: HORSESHOE ACRE TRS TO KENT POR TRACT 24 & POR S W RUSSELL DLC # 41 IN NW QTR STR 25-22-04 DAF; BEG AT INTSN E MGN EAST VALLEY HWY (AKA CENTRAL AVE) WITH N LN TRACT 24 HORSESHOE ACRES TH N 00-40-16 E ALONG E MGN EAST VALLEY HWY DIST 160.00 FT TH S 89-44-28 E PLL WITH N LN SD TRACT 24 DIST 143.00 FT TH W 00-40-16 E PLL WITH EAST VALLEY HWY 205.99 FT ML TO S MGN S 259TH ST TH EAST ALG S MGN 2 259TH ST 90.07 FT ML TO PT 187.12 FT W OF E LN SEC 25 TH S 00-35-50 W PLL WITH E LN SEC DIST 366.85 FT TO N LN TRACT 24 HORSESHOE ACRES TH N 89-44-28 W ALG SD N LN 68.96 FT TH S 00-30-26 W 53.83 FT TH S 45-54-33 E 94.10 FT TH S 00-03-47 W 84.40 FT TH S 89-35-24 E 128.73 FT TH S 00-07-57 W 114.25 FT TO S LN TRACT 24 HORSESHOE ACRES TH N 89-44-28 W ALG SD S LN 363.79 FT TO E MGN EAST VALLEY HWY TH N 00-40-16 E ALG SD E MGN 318.00 FT TO TPOB.

LOT "D": KING COUNTY

TAX ACCOUNT NUMBER: 000660-0043-0

LEGAL DESCRIPTION: S W RUSSELL D C #41 POR TRACT 24 HORSESHOE ACRE TRACTS & POR S W RUSSELL DLC IN NW QTR STR 25-22-04 DAF; BEG AT INTSN S BNDRY LN SD DLC WITH E LN SEC 25 TH N 89-44-28 W ALG S BNDRY SD DLC 59.86 FT TO TPOB TH S 00-07-57 W 203.74 FT TH N 89-35-24 W 128.73 FT TH N 00-03-47 E 84.40 FT TH N 45-54-33 W 94.10 FT TH N 00-30-26 E 58.83 FT TO S BNDRY SD DLC TH S 89-44-28 E 68.95 FT TO PT 187.12 FT W OF E LN SEC 25 TH N 00-35-50 E PLL TO SD E LN 366.85 FT ML TO S MGN S 259TH ST TH E ALG S MGN 102.13 FT ML TO PT 85.00 FT W OF E LN SEC 25 TH S 00-35-50 W 367.42 FT TO S LN SD DLC TH S 89-44-28 E ALG S LN 25.14 FT TO TPOB.

EXHIBIT "A"

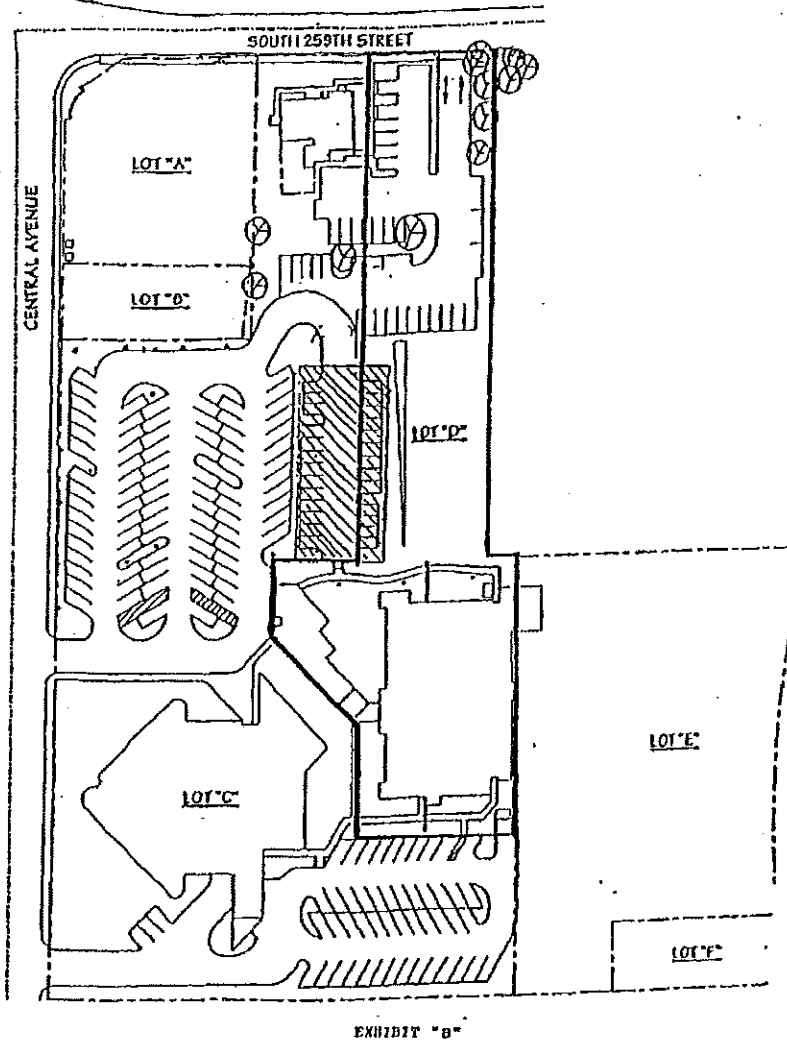


EXHIBIT "B"

EXHIBIT "C"

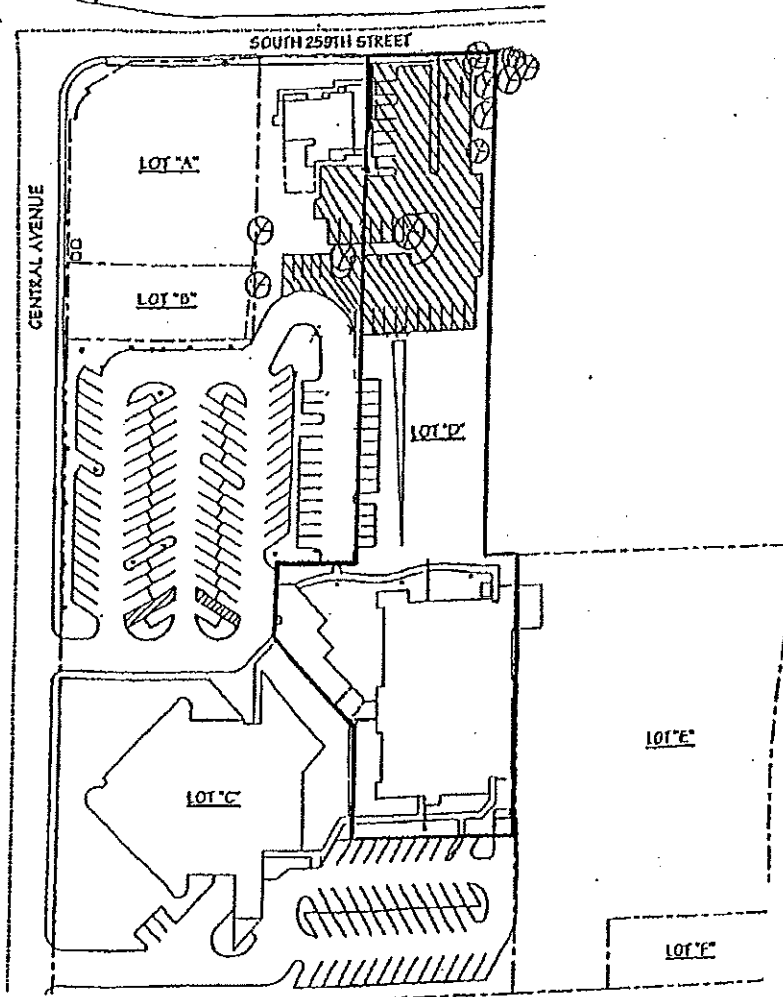


EXHIBIT F

Certificate of Non-Foreign Status.

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

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 _____