SETTLEMENT AGREEMENT

**This Settlement Agreement** (“Agreement”) is made and entered by and between **KING COUNTY**, a political subdivision of the State of Washington (the “Seller”) and CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, also known as SOUND TRANSIT, a regional transit authority authorized under Chapter 81.112 RCW (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

RECITALS

1. Seller is the owner of that certain real property located at 10200 First Ave N.E., Seattle, King County, State of Washington, the legal description of a portion of which is attached hereto as **Exhibit A** (the “Real Property” or “Property”). The Real Property is part of the Northgate Transit Center, which is a regional transit hub. Seller intends to redevelop certain other portions of the Northgate Transit Center for transit-oriented development, including but not limited to affordable housing, market-rate housing, public space, and other uses.
2. Buyer requires the Real Property for its regional light rail system. Buyer is authorized to acquire the Real Property through eminent domain under §81.112.070 RCW and Sound Transit Resolution No. R2012-18, dated July 26, 2012. In exercise of that authority, Buyer filed that certain petition in eminent domain identified as King County Superior Court Cause No. 15-2-22767-0, captioned as *Central Puget Sound Regional Transit Authority v. King County et. al* (the “Lawsuit”), in which Buyer seeks to acquire the Real Property in exchange for just compensation. Buyer is cognizant of Seller’s intent to redevelop other portions of the Northgate Transit Center for transit-oriented development and acknowledges that Buyer’s acquisition of the Real Property may affect the remainder of the Northgate Transit Center, potentially including but not limited to severance damages and special benefits to the remainder.
3. While the Parties dispute the value of the Real Property, the impacts of Buyer’s proposed use of the Real Property, and the amount of just compensation due to Seller, the Parties desire to resolve their disputes and the Lawsuit without incurring the expense and inconvenience of litigation.
4. To settle their disputes, and to resolve the Lawsuit, the Parties have instead entered into settlement negotiations regarding the Real Property.
5. As a result of those negotiations, Seller is willing to sell the Real Property to Buyer and Buyer is willing to purchase the Real Property from Seller, all subject to the terms and conditions set forth in this Agreement. The Parties are entering into this Agreement to resolve the Lawsuit as described more fully herein.

**AGREEMENT**

**Now, Therefore,** in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

# ARTICLE 1.PURCHASE AND TRANSFER OF ASSETS; RESOLUTION OF LITIGATION

## 1.1. Property to Be Sold. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1 all the Seller’s right, title and interest in the Real Property as legally described in **Exhibit A**;

1.1.2 all of Seller’s right, title and interest in improvements and structures located on the Real Property, if any;

1.1.3 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 Real Property (“Personal Property”);

1.1.4 all of Seller’s easements and other rights that are appurtenant to the Real Property including but not limited to, Seller’s right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property; and

1.1.5 a temporary construction easement substantially in the form of **Exhibit B** attached hereto (“TCE”) and within the area (the “TCE Area”) depicted therein.

**1.2** In addition, Seller shall grant an easement for certain Right of Way Improvements as defined herein and substantially in the form of **EXHIBIT O-1** attached hereto in the manner and at the time described in Paragraph 2.3.5C.

Hereinafter, the items listed in Sections 1.1 and 1.2 are collectively referred to as the “Property.”

 **1.3 Prior Grant of License to Use and Occupy A Portion of the Property**. The Parties acknowledge that in consideration of Buyer’s continued good-faith efforts to finalize this Agreement, and to enable Buyer to timely obtain building permits and property access, in October 2016 Seller granted Buyer a temporary Special Use Permit that covers a portion of the Property. Consistent with its terms that temporary Special Use Permit shall terminate and be superseded upon grant of the TCE described in Paragraph 1.1.5 above and the conveyance of the Real Property described in Paragraph 1.1.1.

Buyer’s access to portions of the Property under the TCE will occur approximately on the dates set forth in the schedule attached as **EXHIBIT D.**

**1.4** **Resolution of Eminent Domain Proceeding.** The Parties agree to resolve the Lawsuit by submitting this Agreement to the Court for entry as an attachment to a proposed stipulated judgment and decree of appropriation substantially in the form of **Exhibit E** attached hereto.

# ARTICLE 2.PURCHASE PRICE AND RELATED CONSIDERATION

## 2.1. Purchase Price and Payment. In exchange for Seller’s conveyance of the Property to Buyer under the terms of this Agreement, Buyer shall provide Seller with consideration worth a total of Ten Million, One Hundred Twenty Thousand Dollars ($10,120,000) (the “Total Purchase Price”), comprised of payment to Seller via cashier’s check or wire transfer on the Closing Date a cash price of Six Million Three Hundred Eighty Dollars ($6,380,000) (the “Cash Purchase Price”), and the provision of other consideration worth Three Million Seven Hundred Forty Thousand Dollars ($3,740,000) as described more fully in Section 2.2 of this Agreement.

**2.2** **Allocation and Establishment of Purchase Price**.

2.2.1 Seller and Buyer agree that the Total Purchase Price is allocable to the Real Property and the temporary construction easement and that the value of the Personal Property, if any, is ***de minimis*.** The Parties further agree that the Total Purchase Price was established as follows:

Value of Real Property $ 9,160,000

Value of Temporary Construction Easement $ 960,000

Total Value of Real Property Interests to be

Conveyed to Buyer $10,120,000

2.2.2 In partial consideration of Seller’s conveyance of the Real Property in settlement of the Lawsuit, and to provide bus and rail facilities aligned to efficiently provide regional transit service to the public, the Parties agree that Buyer has designed and will construct certain capital facilities for which the Seller will pay the lump sum amounts listed below as an offset to the total Purchase Price.

Transit Center Improvements to be built by Buyer $ 2,107,000

Transit Center Design by Buyer $ 370,000

Transit Center Construction Management by Buyer $ 370,000

Parking Garage Entrance Improvements to be built by Buyer $ 893,000

Total Offset Against Purchase Price $ 3,740,000

**2.3** **Additional Consideration**. In addition to payment of the Total Purchase Price, and in further consideration of the impacts to the Northgate Transit Center that will result from the sale of the Real Property to Buyer and Buyer’s subsequent development of a light-rail station and related facilities on the Real Property, and in light of Seller’s intent to redevelop other portions of the Northgate Transit Center for transit-oriented development purposes, the Parties make the following covenants, promises, and representations numbered 2.3.1 through 2.3.8, all of which shall survive the Closing:

2.3.1 **Replacement Stalls.** Buyer acknowledges that Buyer’s light-rail station, Buyer and Seller’s shared use transit island, and Seller’s bus roadway will eliminate up to two hundred ninety-one (291) commuter parking stalls currently located on the Real Property. In consideration of those impacts, Buyer shall provide temporary and permanent replacement parking stalls as follows:

A. Temporary Replacement Stalls During Construction. At Buyer’s sole cost and expense, Buyer shall provide up to 291 temporary replacement transit-commuter parking stalls during Buyer’s construction of its Northgate light rail station and its permanent commuter parking garage for that station. Seller shall have no obligation to pay any cost of operations and maintenance of such replacement stalls during Buyer’s construction. Buyer shall provide replacement parking for Seller’s existing parking stalls on the Property that are displaced or otherwise rendered unavailable or unusable for transit-commuter parking use at any time during Buyer’s construction of its proposed light rail station on a generally one-for-one basis. Configuration of parking will be reviewed during the course of construction coordination meetings with affected local jurisdictions to ensure it is possible to safely use such portion of the Property for transit-commuter purposes while Buyer’s construction activities are underway. Any improvements, repairs, modifications, or reconfiguration of the TCE area necessary to implement continued transit-commuter parking there, including but not limited to restriping, stormwater management, lighting, landscaping, and ingress and egress, shall be done by Buyer at its sole cost and expense, consistent with applicable code requirements and in consultation with Seller. Buyer shall provide replacement parking stalls in the locations, number and schedule set forth in **EXHIBIT G**. Buyer shall make the replacement stalls available for use by Seller’s transit customers generally on a one-for-one basis beginning not later than the date that Buyer first displaces one or more of the existing stalls on the Property. In the event Buyer proposes to vary the locations from those set forth in **EXHIBIT G**, Buyer’s proposed location for the temporary stalls shall be subject to Seller’s written approval, such approval not to be unreasonably withheld, conditioned, or delayed. Any replacement transit-commuter parking stalls located off the Property shall also be operated and maintained by Buyer at its sole cost and expense.

B. Permanent Replacement Stalls. Not later than the date that Buyer opens its completed Northgate light rail station to the public, Buyer shall provide not less than 291 permanent replacement commuter-parking stalls in a parking garage or other facility, and such stalls shall be constructed, managed, operated, and maintained by Buyer on other property adjacent to the Property and not owned or leased by Seller. Seller shall pay Buyer a total sum of $893,000 for the costs associated with Buyer’s construction of the parking garage entrance improvements shown in **EXHIBIT H** and constructed for benefit of Seller. This reimbursement will be an offset to the Purchase Price. Otherwise, the parking garage shall be constructed at Buyer’s sole cost and expense. Seller acknowledges that Buyer presently intends to construct a 450-stall parking garage on other property in the vicinity of the Property, and Seller agrees that if Buyer completes such a garage and makes it available for commuter parking not later than the date that Northgate light rail station is open for service to the public, then Buyer shall have satisfied its obligation under this paragraph 2.3.1.B.

2.3.2 **Additional Consideration Contingent On** **Amendment to Existing WSDOT Airspace Lease for South I-5 Lot**.

A. Buyer acknowledges that under WSDOT Airspace Lease No. IC #1-17-09367/AA-1-13158, Buyer currently leases a former commuter park-and-ride lot, including a portion south of NE 100th Street (the “WSDOT South Lot”), for purposes related to light rail construction. Buyer is currently required to restore the WSDOT South Lot to parking at the end of the lease term. Buyer shall cooperate with Seller in good faith to timely negotiate and execute an amendment to that same lease to release Buyer from its restoration obligation and instead allow Buyer to construct the bus layover facility for Seller as contemplated in this Agreement. Seller shall be responsible for obtaining any necessary long-term rights from WSDOT for the bus layover facility along with any necessary replacement parking. Buyer agrees that Seller shall be the lead negotiator with WSDOT regarding such amendment, subject to Buyer’s review and approval, which approval shall not be unreasonably conditioned, withheld, or delayed.

B. Subject to the condition that WSDOT and Buyer execute the amendment contemplated under Section 2.3.2.A above no later than April 1, 2018, Buyer further agrees to design, obtain permits, construct, and manage the design and construction of a bus layover facility for Seller’s use as further detailed in the Development Agreement for Design and Construction described in Section 2.3.2.C below, and to provide temporary replacement parking during construction. Seller will pay Buyer in installments as provided in the Development Agreement for Design and Construction for the design and construction of the bus layover facility and the cost of temporary replacement parking in an amount of $2,229,365. In the event that the amendment is not executed by April 1, 2018, Buyer will not include the bus layover facilities in its construction contract.

C. The design and construction of such bus layover facility shall be governed by a Development Agreement for Design and Construction substantially in the form of **EXHIBIT I** to this Northgate Agreement.

2.3.3 **Buyer to Construct and Parties to Maintain Transit Island Under Good Neighbor Policy**.

A. Buyer agrees to design and construct a new Transit Island and bus roadway on the Real Property for benefit of Buyer and Seller, other public transportation providers approved by Buyer and Seller, and users of the public transit systems operated by Seller, Buyer and other approved public transportation providers, and except as provided otherwise in this Agreement, all at Buyer’s sole cost and expense.

B. Seller shall reimburse $370,000 of Buyer’s expenses to design the transit center and bus roadway and $370,000 of Buyer’s transit center construction management costs as an offset to the Purchase Price. Buyer shall grant Seller a no-cost license substantially in the form of **EXHIBIT J-1**, for access to King County facilities located on the Real Property and depicted in **EXHIBIT J-2**.

C. Any Transit-related improvements or betterments constructed or installed by Buyer on real property owned by Seller after execution of this Agreement shall automatically become the property of Seller upon written acceptance by Seller, which acceptance shall not be unreasonably withheld.

D. The new Transit Island and bus roadway shall be consistent with those 90% design plans previously approved by Seller and Buyer, a copy of which is attached hereto as **EXHIBIT K**.

E. Buyer agrees to apply the Parties’ existing Good Neighbor policy (copy attached hereto as **EXHIBIT L**) to the new Transit Island where equipment may be located for Seller’s use, and under that policy to maintain the new Transit Island. Accordingly, Seller shall annually contribute to fund maintenance of the Transit Island at historic levels as adjusted to reflect the relatively smaller size of the new Transit Island relative to Seller’s existing Transit Center as shown in **Exhibit L-1** and Buyer shall fund the remainder of maintenance costs.

2.3.4 **Assignment of Simon Lease.**

A. At Closing, or at a later date agreed to in writing by the Parties, and provided (i) Seller has obtained the lessor’s consent, (ii) obtained an estoppel agreement in substantially the form set forth as **EXHIBIT M-1** executed by Seller and lessor, and (iii) Seller has obtained any necessary approvals of the assignment from the Federal Transit Administration, Seller shall assign to Buyer and Buyer shall accept assignment of the following transit-passenger vehicle parking-stall lease, a copy of which is attached hereto as **EXHIBIT M-2** (“the Lease”):

(1) The Simon Lease, dated June 1, 2006.

 The Parties shall cooperate to obtain the lessor’s consent to assignment of the Lease as may be needed. The form of lease assignment is attached hereto as **EXHIBIT M-3**. A fully executed copy of the lease assignment document shall be recorded in the real property records of King County at Closing.

 B. The Parties agree that notwithstanding execution and recording of the Lease assignment at Closing, the effective date of the Lease assignment (the “Commencement Date”), shall be the earlier of (1) the date that Buyer’s Northgate light rail station is open to use by the public, (2) December 31, 2021, or (3) a date provided no less than 90 days in advance by Buyer to Seller in writing.

C. Before and until the Commencement Date, Seller shall continue to have and to fulfill all rights, privileges, duties, obligations and liabilities as lessee under the Lease and may not terminate or amend it without Buyer’s prior consent.

D. From and after the Commencement Date under this Section 2.3.4, Buyer shall have and fulfill all rights, privileges, duties, obligations, and liabilities under the Lease, and Seller shall be relieved of all rights, privileges, duties, obligations, and liabilities under the Lease. By assuming the Lease, Buyer expressly does not assume any federal or grant requirements of Seller, including but not limited to any obligation to continue the Lease in effect for transit parking purposes.

E. If, prior to the Commencement Date, Buyer wishes to implement a comprehensive parking management program or system for transit-related parking in the Northgate area, then Buyer shall so notify Seller and, to the extent that such program or system can be implemented, operated, and maintained at no cost to Seller, and provided further that Seller shall have no duty to install, maintain or operate such program or system, then Seller shall use reasonable efforts to implement such program or system in the facilities covered by the Lease prior to the Commencement Date.

F. Seller intends to continue for the length of its initial term the existing parking garage lease known as the “Lorig Lease,” dated February 12, 2007, but Seller retains the right to terminate it under the terms of the lease. Seller agrees to use reasonable efforts to implement parking management strategies consistent with any such strategies Buyer may implement within the Simon parking garage or elsewhere at its transit facility. Seller may use 38 stalls within the Lorig garage as replacement for parking stalls it displaces elsewhere, and Buyer shall not object. Seller will use the remainder of the leased Lorig garage parking stalls for transit parking purposes as provided under the Lorig Lease.

2.3.5 **Right of Way Dedications to City of Seattle**.

A. Buyer will construct upon Seller’s property certain street, sidewalk, or right of way improvements (the “Right of Way Improvements”) as may be required by the City of Seattle as a condition of certain permits issued by the City to Buyer for Buyer’s light-rail project. The anticipated location of the Right of Way Improvements within the TCE Area (as defined in Section 1.1.5 above) is illustrated in **Exhibit O-2**.Details of the planned Right of Way Improvements appear inthat certain plan set for the Northgate Link Extension, Northgate Station, Elevated Guideway and Parking Garage, IFB No. RTA/CN 0028-16 (April 2016) (the “N-160” contract), copies of which are on file with the Parties.

B. Buyer shall design, permit, and construct the Right of Way Improvements within the TCE Area at its sole cost and expense. Upon completion of the Right of Way Improvements wholly contained within the areas illustrated in the N-160 contract, Buyer shall cause a licensed surveyor to survey the completed Right of Way Improvements and to produce a written legal description of and a survey illustration for the precise physical area actually occupied by the completed Right of Way Improvements that are to be dedicated to the City of Seattle. Buyer shall deliver a copy of the completed legal description and survey to Seller for review and approval, such approval not to be unreasonably withheld.

C. Upon written notice from Buyer that the City of Seattle has inspected or reviewed the completed Right of Way Improvements and deemed them acceptable, and following Seller’s review and approval of the legal description and survey described in Section 2.3.5.B, Seller shall grant to Buyer or to the City of Seattle, whichever grantee is specified by Buyer, a permanent easement for sidewalk or road right-of-way purposes only, and for no other purpose, covering the physical area or areas legally described and illustrated in the survey of the constructed Right of Way Improvements and substantially in the form of **Exhibit O-1**. Buyer shall not pay a land-use fee for the permanent easement for the Right of Way Improvements, but Buyer shall pay the usual and ordinary processing fee for Seller to issue that easement. Seller understands, acknowledges and agrees that if the easement is granted to Buyer, Buyer shall thereafter dedicate the easement for the Right of Way Improvements to the City of Seattle. Buyer shall be responsible to comply with all City of Seattle requirements (form of deed, exhibits, environmental reports, indemnities, recording, etc.) in order to accomplish the dedication.

# ARTICLE 3.REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

## 3.1. Warranties and Representations of Seller. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

### 3.1.1. Organization. The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

### 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 political subdivision of the State of Washington, (ii) before the Closing Date will be duly authorized by all necessary action of the Seller’s legislative authority, (iii) before the Closing Date will be approved by all necessary action of the Federal Transit Administration as to the Seller’s conveyance of FTA funded real property and improvements; and (iv) Seller has no actual knowledge of litigation or threatened litigation that may affect the Property or its conveyance pursuant to this Agreement except as may be disclosed in writing to Buyer on or before the Closing, other than the Lawsuit. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

### 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.

3.1.4. F**oreign 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 (“Code”), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **Exhibit N,** evidencing such fact, and such other documents as may be required under the Code.

 3.1.5 **Environmental Conditions**. Except as disclosed by Seller to Buyer in the Northgate Transit Center Relo Soils Report and Northgate TOD Soil Boring Logs – 3rd Avenue Draft both by King County Roads dated March 21, 2006, Northgate Transit Center Park n Ride 1986-1989 Geotechnical Reports and Northgate TOD Foundation Forecast and Northgate Transit Center Relo Soils Report both by Terracon dated December 10, 2012, to Seller's knowledge as defined in Section 11.16, there are no cisterns, wells, subterranean storage or underground storage tanks on the Property and underground storage tanks have not been removed from the Property.

## 3.2. Representations and Warranties of Buyer. As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

### 3.2.1. Organization. Buyer is a regional transit authority duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

### 3.2.2. Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a regional transit authority, and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer’s governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

### 3.2.3 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. Condition of Property/Survival after Closing.**

 3.3.1. Seller Disclosure Statement. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement (“Seller Disclosure Statement”) and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled “Environmental” if the answer to any of the questions in that section would be “yes.” Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer acknowledges having exercised its due diligence to inspect the Property as described in Section 3.3.3 of this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. **Seller Disclaimer of Condition of the Property.** Except to the extent of Seller’s representations and warranties in Section 3.1 of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively “Condition of the Property”), including, without limitation:

(a) The water, soil and geology;

(b) The income to be derived from the Property;

(c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;

(d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;

(e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;

(f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence or condition of utilities serving the Property;

(g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70.105D (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

3.3.3. **Buyer Acceptance of Condition of Property**.

### (a) Buyer acknowledges and accepts Seller’s disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement and that each provision of this Section 3.3 shall survive the Closing and shall NOT merge into the Deed or the grant of easement contemplated in Section 2.3.5 and Exhibit O-1.

### (b) Buyer acknowledges and agrees that Buyer has conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

### (c) Subject to the contingencies set forth in Section 5 of this Agreement, Buyer acknowledges and agrees that it approves and accepts the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property “AS IS, WHERE IS” with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller’s representations and warranties in Section 3.1 of this Agreement, Buyer shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4**. Indemnification.** From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations. The Parties agree that the indemnities in this Section 3.3.4 are specifically and expressly intended to constitute a waiver of the Buyer’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

3.2. **Risk of Loss.** Except as otherwise stated in the Temporary Construction Easement dated June 5, 2014 and its first and second amendments, and the Special Use Permit dated October 6, 2016, 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.

# ARTICLE 4.TITLE MATTERS

**4.1.** **Conveyance**. Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **Exhibit P-1** (“Deed”), subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

### 4.2. Title Commitment. Prior to Closing Buyer has obtained preliminary commitments for an owner’s standard coverage policy of title insurance (the “Title Commitment”) number 0083283-06 issued by Chicago Title Insurance Company (the “Title Company”) and dated October 3, 2016, together with Supplement 1 dated November 4, 2016describing the Real Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Real Property. At such time as the Title Company caused the Title Commitments to be furnished to Buyer, the Title Company further caused to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Real Property.

 **4.3**. **Review of Title Commitment**. Buyer has reviewed any matters shown or referred to in the Title Commitments. Buyer hereby notifies Seller that Items 1, 2, 3, and 4 on Commitment 0083283-06 as supplemented, together with any exceptions or other items (including, without limitation, the general exceptions and any pre-printed conditions) that are set forth in the Title Commitment are hereby deemed to be permitted exceptions (“Permitted Exceptions”). Seller acknowledges that Buyer may elect to update the Title Commitments at Buyer’s discretion, and Seller agrees that any new or different exceptions or other items that are set forth in any updated Title Commitments shall not be deemed Permitted Exceptions except and unless Buyer notifies Seller in writing that they are Permitted Exceptions.

**4.4. Owner’s Title Insurance Policy.** At the Closing, Buyer shall cause a single owner’s policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title or easement title to the Real Property as appropriate is vested in Buyer, subject to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. 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 4.4. Buyer shall provide a copy of such binding commitment to Seller at Closing. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

# ARTICLE 5.CONTINGENCIES

**5.1. Metropolitan King County Council Approval.** Seller’s execution of and performance under this Agreement is subject to authorization by ordinance of the Metropolitan King County Council (“Council”). The Council provided such approval through passage of Ordinance No. \_\_\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_.

**5.2. Sound Transit Board Approval.** Buyer’s execution of and performance under this Agreement is subject to approval by the Board of Directors of Sound Transit. The Sound Transit Board provided such approval by its Motion M2016-129, dated December 15, 2016.

# ARTICLE 6.

# DISPUTE RESOLUTION

**6.1** **DISPUTE ESCALATION.** Buyer and Seller agree to use their best efforts to resolve any disputes arising under this Agreement using good-faith negotiations between Sound Transit's Director of Facilities and Asset Control or the Deputy Project Director, Northgate Link Extension and King County’s Deputy Director of Planning and Customer Services. Buyer and Seller further agree to communicate regularly to discuss matters arising under this Agreement and to prevent disputes from arising. Except as otherwise provided in this Agreement, the Parties agree to use the following dispute escalation process.

6.1.1 **STEP ONE**. Sound Transit's Executive Director, Design, Engineering and Construction Management//Executive Director, Operations and the County's Design and Construction Manager or their designees shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

# 6.1.2 STEP TWO. In the event Sound Transit's Executive Director, Design, Engineering and Construction Management//Executive Director, Operations and King County's Design and Construction Manager or their designees are unable to resolve the dispute within ten (10) business days as provided in step one, either party may refer the dispute to Sound Transit’s Deputy Chief Executive Officer and King County’s Deputy Transit General Manager of Planning and Customer Service or their designees. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

# 6.1.3 STEP THREE. In the event Sound Transit’s Deputy Chief Executive Officer and King County's Deputy Transit General Manager of Planning and Customer Services or their designees are unable to resolve the dispute within five (5) business days as provided in step two, either party may refer the dispute to the Chief Executive Officer of Sound Transit and the County's Transit General Manager. They shall confer and attempt to resolve the dispute within five (5) business days after receiving the referral.

# 6.2 MEDIATION. If the Parties are unable to resolve the dispute utilizing the process set forth in section 6.1, the Parties may, by agreement, choose to submit the matter to a non­binding mediator. The Parties shall share equally in the cost of the mediator.

# 6.3 PREREQUISITE TO LITIGATION. Neither Party shall have the right to seek relief in a court of law until and unless the procedural steps in section 6.1 are exhausted.

# 6.4 CONTINUED PERFORMANCE. At all times during the course of the conflict or dispute resolution efforts, the Parties agree to continue to perform their respective responsibilities under this Agreement with due diligence.

# ARTICLE 7.RELEASE OF CLAIMS; LIMITS OF RELEASE

**7.1** In consideration of Buyer’s execution of this Agreement and resolution of the Lawsuit and as described in Section 1.3, Seller hereby releases, waives, and forever discharges Buyer from any and all claims, suits, liabilities (including but not limited to strict liabilities), administrative or judicial actions or proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, expenses, litigation costs, attorneys’ fees, engineers’ fees, environmental consultants’ fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings which concern, refer or relate to the claims, counterclaims, cross-claims, third-party claims, or any other claim, defense, or cause of action that Seller could have brought or raised in the Lawsuit.

**7.2** Buyer understands, acknowledges, and agrees that Seller’s release, waiver, and discharge of claims in Section 7.1 applies only to the Lawsuit and does not extend to any claim, whether founded in tort, contract, common law, statute, equity, or otherwise, regarding Buyer’s obligations under Article 2 or any other provision of this Agreement or under such covenants or undertakings as may be incorporated in the Deed, and Seller specifically reserves all of Seller’s rights as to those claims, obligations, covenants, and undertakings.

**7.3** Nothing in this Agreement or in this Article 7 shall limit, alter, or otherwise affect the governmental or police powers of King County or the Central Puget Sound Regional Transit Authority.

# ARTICLE 8.DESIGN AND CONSTRUCTION OF CONTEMPLATED IMPROVEMENTS

**8.1** The Parties acknowledge that this Agreement requires Buyer to design and construct the following capital facilities on behalf of Seller in connection with the planned Northgate light rail station and reconfiguration of the existing bus transit improvements:

8.1.1 Transit Center Improvements (new Transit Island and bus roadway) (See **Exhibit K**)

8.1.2 Parking Garage Entrance Improvements (See **Exhibit H**)

8.1.3 WSDOT South Lot Bus Layover (See **Exhibits R-1 and R-2 to the Development Agreement**)

The costs of each of the above capital projects have been estimated and this Agreement allocates those costs between the Parties as part of the Purchase Price in Section 2.2 and in Section 2.3.2 for the contingent bus layover project described in 8.1.3 above. The Parties have previously agreed upon the scopes of work and plan sets for the Transit Center Improvements listed in Section 8.1.1 and the Parking Garage Entrance Improvements listed in Section 8.1.2 and illustrated in **Exhibits K and H** to this Agreement. A scope of work has been developed for the WSDOT South Lot Bus Layover listed in Section 8.1.3 and the Parties shall cooperate to develop plan sets and related documents. The Development Agreement for Design and Construction attached as **Exhibit I** shall govern the Transit Center Improvements and the WSDOT South Lot Bus Layover and sets forth the timing and method for any installment payments and shall be consistent with the allocation of costs, rights and duties set forth in this Agreement as to each of the above projects.

# ARTICLE 9.RESERVED

# ARTICLE 10.CLOSING

## 10.1. Closing/Closing Date. The Closing shall take place within thirty (30) days following the approval of this transaction by the Metropolitan King County Council or such other date as may be mutually agreed upon by the Parties (“Closing Date”). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

## 10.2. Prorations. Real Property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one‑half (½) of the escrow fee charged by the Escrow Agent, one hundred percent of any real estate excise or other transfer tax due, and its own attorneys’ fees. Buyer shall pay one‑half (½) of the escrow fee charged by the Escrow Agent, one hundred percent of the premium for the title insurance and any costs of the preliminary and binding title commitments, all recording fees for the Deed, and its own attorneys’ fees and one hundred percent of all other costs associated with the Closing not otherwise set forth in this Agreement. Except as otherwise provided in this Section 10.2, 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 via escrow with the Escrow Agent the following properly executed documents:

10.3.1 A bargain and sale deed conveying the Property substantially in the form of **Exhibit P-1** attached hereto;

10.3.2 A bill of sale and assignment duly executed by the Seller in substantially the form of **Exhibit P-2**, attached hereto for the Personal Property, if any;

10.3.3 A seller’s certificate of non‑foreign status substantially in the form of **Exhibit N**, attached hereto.

10.3.4 The executed TCE substantially in the form of **EXHIBIT B** hereto. Estoppel Certificate and Assignment of the Lease in substantially the forms attached as **EXHIBITS M-1** and **M-3.**

10.3.5 A completed Real Estate Excise Tax Affidavit.

10.3.6 (RESERVED for other documents if needed).

 **10.4. Buyer’s Delivery of Purchase Price and Documents at Closing**. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent the following consideration and properly executed documents:

10.4.1 Cash or immediately available funds in the amount of the Cash Purchase Price.

##  10.4.2 A license for Seller’s use of the new Transit Island duly executed by Buyer and substantially in the form of EXHIBIT J-1 attached hereto.

10.4.3 A copy of the title commitment required under Section 4.4.

10.4.4(RESERVED for other documents if needed)

# ARTICLE 15.MISCELLANEOUS PROVISIONS

## 15.1. Non-Merger. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement and shall also survive the Court’s entry of the stipulated judgment and decree of appropriation contemplated in Section 1.2 unless a different time period is expressly provided for in this Agreement.

## 15.2. Default and Attorneys’ Fees.

## 11.2.1 Default on Conveyance of Real Property by Buyer. In the event Closing does not occur due to default by Buyer, then subject to the dispute resolution process in Article 6 Seller may seek specific performance of this Agreement (provided that Seller is entitled to this remedy only if Seller files suit within one hundred twenty (120) days of Buyer’s default, and further provided that Seller shall have no right to bring suit for specific performance unless Seller (a) was not in default under this Agreement, and (b) tendered performance on its part) or may seek dismissal of the Lawsuit.

## 11.2.2 Default on Conveyance of Real Property by Seller. In the event Closing does not occur due to default of Seller, then subject to the dispute resolution process in Article 6 Buyer may seek specific performance of this Agreement (provided that Buyer is entitled to this remedy only if Buyer files suit within one hundred twenty (120) days of Seller’s default, and further provided that Buyer shall have no right to bring suit for specific performance unless Buyer (a) was not in default under this Agreement, and (b) tendered performance on its part) or in the alternative may pursue the Lawsuit.

## 11.2.3 Attorney’s Fees Relating to Default on Conveyance of Real Property. If, after dispute resolution under Article 6, either Party initiates any legal action to enforce the conveyance of the Real Property consistent with this Agreement, or to pursue or dismiss the Lawsuit, then each Party shall bear its own attorney’s fees and costs in connection with such action.

11.2.4 **Jury Trial Waiver.** The Parties knowingly, voluntarily, and intentionally waive their right to a jury trial in connection with this Agreement, the transactions contemplated under this Agreement or any course of dealings or actions by the Parties relating to this Agreement. This waiver is a material inducement for the Parties to execute this Agreement and survives closing under or termination of this Agreement.

11.2.5 **Post-Closing Default by Either Party Regarding Matters Other than Conveyance of Real Property.** After Closing, and subject to the dispute resolution process in Article 6, the jury waiver in Section 11.2.4, and the venue and jurisdiction limits in Section 11.12, the Parties retain all rights at law and equity to enforce any matters addressed in this Agreement other than the conveyance of the Real Property. The Parties’ retained remedies include but are not limited to the right to bring an action for a writ of mandamus, or an action for enforcement of judgment under RCW Title 6, to enforce the agreed order and decree of appropriation to be entered in the Lawsuit, to which order and decree this Agreement shall be an exhibit.

## 15.3. Time.

## 11.3.1 Time Is of the Essence. Time is of the essence in the performance of this Agreement.

11.3.2 Computation of Time. Any reference to “day” in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

## 15.4. 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 a Party may specify by notice to the other Party and given as provided herein:

**If to Buyer:**

Sound Transit Real Estate

Union Station

401 S. Jackson Street, M/S O4N-4

Seattle, WA 98104-2826

**If to Seller:**

King County

 Metro Transit Division

King County Department of Transportation

 Attn: Manager, Design & Construction

 201 South Jackson Street

 KSC-TR-0431

 Seattle, Washington 98104-3856

With a copy to: King County Prosecuting Attorney’s Office

 Civil Division

 King County Courthouse

 516 3rd Avenue, Suite W400

 Seattle, WA 98104

 Attention: Chief Civil Deputy

And to: King County Real Estate Services Section

 500 Fourth Avenue, Suite 830

Mailstop ADM-ES-0830

Seattle, WA 98104

## 15.5. Entire Agreement; Amendment; Original Counterparts. The recitals are a material part of this Agreement and are incorporated into it by this reference. 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. This Agreement supersedes and replaces all prior negotiations, agreements or representations regarding the subject matter hereof, whether oral or written. This Agreement may be executed in one or more counterparts, and by facsimile or other electronic signature meeting the requirements of Chapter 19.34 RCW. All executed counterparts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

**11.6 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.

## 11.7 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.

## **11.8 Binding Effect**. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

 **11.9 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. No elected or appointed official, officer, agent, advisor, attorney, consultant, or employee of either Party has any personal liability, directly or indirectly, under this Agreement.

## 11.10. 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.

## 11.11. 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.

## 11.12 Governing Law and Venue. This Agreement and all amendments hereto 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 rules or choice of law provisions. If, after dispute resolution under Article 6, either Party brings a lawsuit related to or arising out of this Agreement, then the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

## 11.13 No Third Party Beneficiaries. This Agreement is made only to and for the benefit of the Parties, and shall create no right, duty, privilege, obligation, or cause of action in any other person or entity.

## 11.14 Assignment. Buyer shall not assign this Agreement or any rights hereunder without Seller’s prior written consent.

## 11.15 Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. 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. The 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. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

**11.16. Seller’s Knowledge.** Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as “actual knowledge” or “to Seller’s knowledge” or “about which Seller has knowledge” are made to and limited by the present, actual knowledge of Gary Kriedt, who is an employee of King County, and is an Environmental Planner III in the Design & Construction Section of the Transit Division of the Department Transportation. Gary Kriedt has made no inquiries or investigations with respect to Seller’s representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

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

Exhibit A Legal Description

Exhibit B Temporary Construction Easement
Exhibit C RESERVED
Exhibit D Property Access Schedule

Exhibit E Proposed Stipulation Judgment and Decree

Exhibit F-1 RESERVED

Exhibit F-2 RESERVED

Exhibit G Replacement Parking

Exhibit H Parking Garage Entrance Improvements

Exhibit I Development Agreement for Design and Construction

Exhibit J-1 License for Access to King County Facilities

Exhibit J-2 Depiction of KC License Area

Exhibit K Transit Island & Bus Roadway Plan

Exhibit L Good Neighbor Policy

Exhibit L-1 County Contribution to Transit Island Maintenance Costs

Exhibit M-1 Estoppel Certificate

Exhibit M-2 Northgate Mall Garage – Simon Lease

Exhibit M-3 Lease Assignment and Assumption

Exhibit N Seller’s Certificate of Non-Foreign Status

Exhibit O-1 Deed for Street and Sidewalk Purposes

Exhibit O-2 Depiction of SDOT Dedications

Exhibit P-1 Bargain and Sale Deed

Exhibit P-2 Bill of Sale

[SIGNATURES ON THE NEXT PAGE]

Executed on the dates set forth below.

**SELLER: KING COUNTY BUYER: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

By: By:

Name: Anthony O. Wright Name:

Title: Director, Facilities Management Division Title:

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

Approved as to Form: Approved as to Form:

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

Senior Deputy Prosecuting Attorney Senior Legal Counsel