



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 22, 2007

Ordinance 15931

Proposed No. 2007-0258.1

Sponsors Ferguson

1 AN ORDINANCE authorizing the King County executive
2 to sell to the city of Kenmore portions of two unimproved
3 county-owned parcels on the Burke-Gilman trail, along
4 with the granting of slope and wall easements, for
5 Kenmore's SR 522 corridor improvements project, located
6 within council district one.

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. Findings.

10 A. The department of natural resources and parks is the custodian of two parcels
11 within the city of Kenmore that comprise part of the Burke-Gilman trail. Kenmore has
12 requested to obtain certain property rights within those parcels in conjunction with the
13 city's SR 522 Corridor Improvements Project, scheduled to commence in spring of 2007.
14 The SR 522 corridor improvements project will utilize both state highway right-of-way
15 and King County Burke-Gilman trail right-of-way for road improvements.

16 B. Because a portion of the Burke-Gilman trail corridor is located adjacent to SR
17 522, some trail segments will be redeveloped by the project to address potential impacts from

18 the closer proximity of the widened highway. These trail improvements will be completed
19 concurrently with the highway project. They will follow county regional trail development
20 guidelines to yield wider, smoother trail surfaces and new landscaping along the affected
21 corridor. In addition, a new trail underpass will be constructed beneath 73rd Avenue NE,
22 allowing for continued safe passage of cyclists and pedestrians.

23 C. Kenmore wishes to purchase 21,728 square feet from assessor's parcel number
24 122604-9014, and 5,166 square feet from assessor's parcel number 112604-9008 for
25 expansion of right-of-way. In addition, a slope and drainage easement for 579 and a
26 retaining wall easement for 480 square feet are also requested from assessor's parcel number
27 122604-9014.

28 D. On December 1, 2006, the department of natural resources and parks declared
29 portions of assessor's parcel numbers 122604-9014 and 112604-9008 surplus to its needs
30 solely for roadway and trail purposes as part of Kenmore's SR 522 improvements.

31 E. Notices were circulated to other county departments and to various cities, water,
32 sewer, fire and school districts regarding the county's plan to surplus and sell the property.
33 None of the agencies expressed interest.

34 F. Pursuant to K.C.C. 4.56.100, the facilities management division determined
35 portions of assessor's parcel numbers 122604-9014 and 112604-9008 as surplus to the
36 county's present and foreseeable needs, and that the portions of the parcels do not meet the
37 criteria for affordable housing.

38 G. Under K.C.C. 4.56.100A.2., the King County council may authorize direct sale of
39 county property to a governmental agency.

40 H. The appraised value of the county fee and easement properties is \$333,840.

41 I. The King County council has determined that the properties described in
42 Attachments A through D are surplus to the needs of King County and has determined that
43 the transfer of the property and easements to the city of Kenmore for purposes of road
44 expansion and trail improvement is in the best interest of the public.

45 SECTION 2. The King County executive is hereby authorized: to enter into the sale
46 described in Attachment E to this ordinance, and to transfer the portions of parcels through
47 quit claim deeds as described in Attachments A and B to this ordinance; to execute the slope
48 and drainage easement as described in Attachment C to this ordinance and the retaining wall

49 easement as described in Attachment D to this ordinance; and to deliver those properties to
50 the city of Kenmore.

51

Ordinance 15931 was introduced on 9/4/2007 and passed by the Metropolitan King
County Council on 10/22/2007, by the following vote:

Yes: 8 - Mr. Gossett, Ms. Patterson, Mr. von Reichbauer, Mr. Dunn, Mr.
Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine

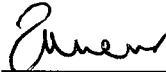
No: 0

Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2007 NOV -2 PM 4:26
KING COUNTY COUNCIL CLERK

APPROVED this 2 day of November, 2007.



Ron Sims, County Executive

Attachments

- A. Quit Claim Deed Legal Description for Assessor's Parcel Number 122604-9014, B. Quit Claim Deed Legal Description for Assessor's Parcel Number 112604-9008, C. Slope and Drainage Easement Legal Description for Assessor's Parcel Number 122604-9014, D. Retaining Wall Easement Legal Description for Assessor's Parcel Number 122604-9014, E. Purchase and Sale Agreement

QUIT CLAIM DEED LEGAL DESCRIPTION**FOR ASSESSOR'S PARCEL NUMBER 122604-9014**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST W. M. AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST W. M. AND THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST W. M. FOR THE PURPOSE OF PUBLIC RIGHT OF WAY, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 12
THENCE ALONG THE EAST LINE OF SECTION 12 SOUTH 2°41'25" WEST A
DISTANCE OF 486.40 FEET TO THE SOUTHERLY RIGHT OF WAY FOR
WASHINGTON STATE ROUTE 522 ALSO BEING THE NORTHERLY LINE FOR
KING COUNTY ASSESSOR'S PARCEL NUMBER 122604-9014;
THENCE NORTH 64°05'55" WEST ALONG THE SAID SOUTHERLY RIGHT OF
WAY A DISTANCE OF 287.51 FEET;
THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 59°16'04"
WEST A DISTANCE OF 202.64 FEET;
THENCE NORTH 59°37'33" WEST A DISTANCE OF 301.33 FEET;
THENCE NORTH 59°24'29" WEST A DISTANCE OF 244.93 FEET;
THENCE NORTH 58°49'41" WEST A DISTANCE OF 12.61 FEET TO THE
BEGINNING OF THE DESCRIBED LINE;
THENCE NORTH 60°19'15" WEST A DISTANCE OF 217.88 FEET;
THENCE NORTH 60°56'40" WEST A DISTANCE OF 69.22 FEET;
THENCE SOUTH 75°55'33" WEST A DISTANCE OF 14.55 FEET;
THENCE NORTH 62°59'48" WEST A DISTANCE OF 80.40 FEET;
THENCE NORTH 59°49'15" WEST A DISTANCE OF 49.91 FEET;
THENCE NORTH 69°00'53" WEST A DISTANCE OF 115.09 FEET;
THENCE NORTH 71°38'53" WEST A DISTANCE OF 50.00 FEET;
THENCE NORTH 68°52'51" WEST A DISTANCE OF 11.56 FEET;
THENCE NORTH 75°09'05" WEST A DISTANCE OF 198.46 FEET;
THENCE NORTH 14°50'55" EAST A DISTANCE OF 1.00 FEET;
THENCE NORTH 75°09'05" WEST A DISTANCE OF 307.71 FEET;
THENCE NORTH 77°26'30" WEST A DISTANCE OF 87.57 FEET;
THENCE NORTH 75°09'04" WEST A DISTANCE OF 90.28 FEET;
THENCE NORTH 55°51'40" WEST A DISTANCE OF 3.84 FEET;
THENCE SOUTH 34°08'20" WEST A DISTANCE OF 4.52 FEET;
THENCE NORTH 75°09'04" WEST A DISTANCE OF 26.88 FEET;
THENCE NORTH 14°50'56" EAST A DISTANCE OF 5.50 FEET;
THENCE NORTH 75°09'04" WEST A DISTANCE OF 50.63 FEET;

THENCE SOUTH 14°50'56" WEST A DISTANCE OF 8.00 FEET;
 THENCE NORTH 75°09'03" WEST A DISTANCE OF 21.15 FEET;
 THENCE NORTH 14°50'56" EAST A DISTANCE OF 8.00 FEET;
 THENCE NORTH 75°09'04" WEST A DISTANCE OF 307.57 FEET;
 THENCE NORTH 13°25'25" EAST A DISTANCE OF 1.00 FEET;
 THENCE NORTH 75°09'04" WEST A DISTANCE OF 371.17 FEET;
 THENCE NORTH 73°58'28" WEST A DISTANCE OF 238.72 FEET TO THE
 TERMINUS OF THE DESCRIBED LINE;
 THE TERMINUS OF SAID LINE BEARS NORTH 75°13'06" WEST 584.19 FEET
 DISTANT FROM NORTHWEST CORNER OF SAID KING COUNTY PARCEL.

ALSO:

THAT PORTION OF THE KING COUNTY, WASHINGTON BURKE GILMAN
 TRAIL FORMERLY KNOWN AS THE BURLINGTON NORTHERN-SANTA FE
 RAILROAD COMPANY AND FORMERLY THE SEATTLE LAKE SHORE &
 EASTERN RAILWAY COMPANY RAILROAD RIGHT OF WAY, 50 FEET IN
 WIDTH, LYING IN GOVERNMENT LOTS 5 IN THE NORTHWEST QUARTER OF
 SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE
 MERIDIAN, FOR RIGHT OF WAY LYING WESTERLY AND NORTHERLY OF
 FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE NORTH MARGIN OF SAID RR
 RIGHT OF WAY WITH A POINT 40.00 FEET EAST OF THE WEST LINE OF SAID
 NORTHWEST QUARTER;

THENCE SOUTH 02° 33' 41" WEST PARALLEL WITH THE WEST LINE OF SAID
 NORTHWEST QUARTER 50.52 FEET TO A POINT ON THE SOUTH MARGIN OF
 SAID TRAIL, SAID POINT BEING ON THE ARC OF A CURVE WHOSE CENTER
 POINT BEARS SOUTH 10° 50' 49" WEST 5,704.40 FEET;

THENCE SOUTHEASTERLY, TO THE RIGHT ALONG SAID CURVE AN ARC
 DISTANCE OF 5.80 FEET THROUGH A CENTRAL ANGLE OF 00° 03' 30" THE
 BEGINNING OF DESCRIBED LINE;

THENCE NORTH 02° 32' 11" EAST A DISTANCE OF 9.45 FEET

THENCE NORTH 35° 12' 22" EAST A DISTANCE OF 21.51 FEET

THENCE SOUTH 78° 44' 16" EAST A DISTANCE OF 12.88 FEET;

THENCE NORTH 11° 15' 44" EAST A DISTANCE OF 6.76 FEET;

THENCE SOUTH 80° 42' 45" EAST A DISTANCE OF 112.61 FEET TO THE POINT
 ON NON TANGENT CURVE, WHOSE CENTER POINT BEARS SOUTH 11° 57' 54"
 WEST 2,447.50 FEET DISTANT;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT AN ARC
 DISTANCE OF 120.33 FEET THROUGH A CENTRAL ANGLE OF 02° 49' 01" TO
 THE POINT OF TANGENCY;

THENCE NORTH 75° 13' 06" EAST A DISTANCE OF 386.02 FEET;

THENCE NORTH $76^{\circ} 29' 28''$ EAST A DISTANCE OF 292.58 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SR 522 AND THE TERMINUS OF DESCRIBED LINE.

ALSO:

THAT PORTION OF THE KING COUNTY, WASHINGTON BURKE GILMAN TRAIL FORMERLY KNOWN AS THE BURLINGTON NORTHERN-SANTA FE RAILROAD COMPANY (FORMERLY THE SEATTLE LAKE SHORE & EASTERN RAILWAY COMPANY) RAILROAD RIGHT OF WAY, 50 FEET IN WIDTH LYING IN GOVERNMENT LOTS 5 AND 6 IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF SAID TRAIL WITH THE CENTERLINE OF 68TH AVENUE NE;

THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE OF SAID TRAIL WHOSE CENTER POINT BEARS SOUTH $10^{\circ} 24' 29''$ WEST DISTANT 5,729.40 FEET AN ARC DISTANCE OF 441.12 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ} 24' 41''$;

THENCE SOUTH $75^{\circ} 10' 55''$ EAST ALONG SAID CENTER LINE 1,065.14 FEET TO A POINT HEREIN AFTER KNOWN AS POINT "A", SAID POINT BEING ON THE ARC OF A 53.50 FOOT RADIUS CURVE WHOSE CENTER POINT BEARS SOUTH $70^{\circ} 25' 37''$ WEST;

THENCE NORTHWESTERLY TO THE LEFT ALONG SAID CURVE AN ARC DISTANCE OF 15.11 FEET THROUGH A CENTRAL ANGLE OF $16^{\circ} 11' 12''$ TO ITS INTERSECTION WITH THE NORTHERLY EXTENSION THE WEST MARGIN OF 73RD AVENUE NE AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTHWESTERLY TO THE LEFT ALONG SAID CURVE AN ARC DISTANCE OF 17.37 FEET THROUGH A CENTRAL ANGLE OF $18^{\circ} 35' 54''$ TO THE SOUTHERLY RIGHT OF WAY LINE OF SR 522;

THENCE SOUTH $75^{\circ} 13' 06''$ EAST ALONG SAID LINE 13.98 FEET TO THE NORTHERLY EXTENSION OF SAID WEST MARGIN OF 73RD AVENUE NE;

THENCE SOUTH $08^{\circ} 23' 30''$ EAST ALONG SAID EXTENSION 8.74 FEET TO THE POINT OF BEGINNING.

ALSO COMMENCING AT POINT "A";

THENCE CONTINUE SOUTH $75^{\circ} 10' 55''$ EAST ALONG SAID CENTER LINE 71.43 FEET, TO A POINT BEING ON THE ARC OF A 33.57 FOOT RADIUS CURVE WHOSE CENTER POINT BEARS SOUTH $49^{\circ} 06' 24''$ EAST;

THENCE NORTHEASTERLY TO THE RIGHT ALONG SAID CURVE AN ARC DISTANCE OF 26.38 FEET THROUGH A CENTRAL ANGLE OF $45^{\circ} 01' 29''$ TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTHEASTERLY TO THE RIGHT ALONG SAID CURVE AN ARC DISTANCE OF 6.86 FEET THROUGH A CENTRAL ANGLE OF $11^{\circ} 42' 46''$

THENCE NORTH $14^{\circ} 49' 05''$ EAST PERPENDICULAR TO SAID CENTER LINE 1.31 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SR 522;

THENCE NORTH 75° 13' 06" WEST ALONG SAID LINE 7.42 FEET TO THE
NORTHERLY EXTENSION THE EAST MARGIN OF 73RD AVENUE NE;
THENCE SOUTH 00° 15' 38" WEST ALONG SAID EXTENSION 2.95 FEET TO
THE POINT OF BEGINNING.

CONTAINING 21,728 SQUARE FEET MORE OR LESS.

QUIT CLAIM DEED LEGAL DESCRIPTION**FOR ASSESSOR'S PARCEL NUMBER 112604-9008**

That portion of the King County, Washington Burke Gilman Trail formerly known as The Burlington Northern-Santa Fe Railroad Company and formerly the Seattle Lake Shore & Eastern Railway Company railroad right of way, 50 feet in width, lying in Government Lot 1 in the northeast quarter of Section 11, Township 26 North, Range 4 East, Willamette Meridian, except the portion acquired for SR 522 prior to the 8/22/1986 Revision for additional Right of Way as shown on the right of way plans of said SR 522 and additional Right of Way lying northerly of following described line:

Commencing at a point 50.00 feet west of the center line of 68th Avenue NE on the center line of said trail:

Thence North 02° 33' 41" East parallel with center line of 68th Avenue NE a distance of 8.33 feet to the point of beginning of described line:

Said point being on the arc of a 34.06 foot radius curve whose center point bears South 29° 02' 36" West;

Thence northwesterly to the left along said curve an arc distance of 11.54 feet through a central angle of 19° 25' 05";

Thence North 80° 56' 26" West a distance of 458.31 feet to the southerly right of way of SR 522 and the terminus of described line.

Also

That portion of the King County, Washington Burke Gilman Trail formerly known as The Burlington Northern-Santa Fe Railroad Company and formerly the Seattle Lake Shore & Eastern Railway Company railroad right of way, 50 feet in width, lying in Government Lot 1 in the northeast quarter of Section 11, Township 26 North, Range 4 East, Willamette Meridian described as follows:

A strip of land 60.00 feet in width, being 30.00 feet on each side of the following described center line:

Beginning at the intersection of the north margin of said Trail with the southerly extension of the center line of 65th Avenue NE, formerly McMaster Street, according to W. C. Squire's Plat of Kenmore, according to the plat thereof recorded in Volume 20 of Plats, Page 62, Records of King County, Washington;

Thence continue along said southerly extension 50.03 feet more or less to the south margin of said trail and the terminus of said center line. The side lines of said 60 foot strip shortening and lengthening so as to terminate at the margins of said trail.

Containing 5,166 Square Feet more or less.

SLOPE AND DRAINAGE EASEMENT LEGAL DESCRIPTION**FOR ASSESSOR'S PARCEL NUMBER 122604-9014**

THAT PORTION OF THE BURKE GILMAN TRAIL LYING 4 FEET SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF 80TH AVENUE NORTH EAST AND PACIFIC HIGHWAY ACCORDING TO THE PLAT ALDERWOOD MANOR NO. 14 AS RECORDED IN VOLUME 26 OF PLATS, PAGE 4, RECORDS OF KING COUNTY WASHINGTON;

THENCE CONTINUING ON THE EXTENSION OF THE CENTERLINE OF 80TH AVENUE NORTH EAST SOUTH 2°12'37" WEST A DISTANCE OF 63.62 FEET TO A POINT ON A CURVE TO THE RIGHT OF THE NORTH RIGHT OF WAY LINE OF THE BURKE GILMAN TRAIL FROM WHICH THE CENTER BEARS SOUTH 22°54'00" WEST 1457.96 FEET DISTANT;

THENCE ALONG THE CURVE OF THE NORTH RIGHT OF WAY SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 7°10'19" A DISTANCE OF 182.50 FEET;

THENCE SOUTH 59°55'41" EAST A DISTANCE OF 9.29 FEET;

THENCE SOUTH 58°49'41" EAST A DISTANCE OF 124.05 FEET;

THENCE SOUTH 29°59'18" WEST A DISTANCE OF 33.46 FEET AND THE BEGINNING OF THE DESCRIBED LINE;

THENCE NORTH 60°00'42" WEST A DISTANCE OF 132.43 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1417.70 FEET;

THENCE ALONG THE CURVE THROUGH A CENTRAL ANGLE OF 0°29'50" A DISTANCE OF 12.31 FEET TO THE TERMINUS OF THE DESCRIBED LINE.

CONTAINING 579 SQUARE FEET MORE OR LESS.

RETAINING WALL EASEMENT LEGAL DECRPTION**FOR ASSESSOR'S PARCEL NUMBER 122604-9014**

THAT PORTION OF THE BURKE GILMAN TRAIL DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF 80TH AVENUE NORTH EAST AND PACIFIC HIGHWAY ACCORDING TO THE PLAT ALDERWOOD MANOR NO. 14 AS RECORDED IN VOLUME 26 OF PLATS, PAGE 4, RECORDS OF KING COUNTY WASHINGTON;

THENCE CONTINUING ON THE EXTENSION OF THE CENTERLINE OF 80TH AVENUE NE SOUTH 2°12'37" WEST A DISTANCE OF 63.62 FEET TO A POINT ON A CURVE TO THE RIGHT OF THE NORTH RIGHT OF WAY LINE OF THE BURKE GILMAN TRAIL FROM WHICH THE CENTER BEARS SOUTH 22°54'00" WEST 1457.96 FEET DISTANT;

THENCE ALONG THE CURVE OF THE NORTH RIGHT OF WAY NORTH WESTERLY THROUGH A CENTRAL ANGLE OF 8°07'06" A DISTANCE OF 206.58 FEET;

THENCE NORTH 75°13'06" WEST A DISTANCE OF 107.75 FEET;

THENCE SOUTH 14°49'10" WEST A DISTANCE OF 44.25 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 75°06'31" EAST A DISTANCE OF 114.48 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1410.20 FEET;

THENCE ALONG THE CURVE THOUGH A CENTRAL ANGLE OF 2°37'19" A DISTANCE OF 64.54 FEET;

THENCE SOUTH 17°30'49" WEST A DISTANCE OF 2.50 FEET TO A POINT ON A CURVE TO THE LEFT OF THE SOUTH RIGHT OF WAY OF THE BURK GILMAN TRAIL FROM WHICH THE CENTER BEARS SOUTH 17°30'49" WEST 1407.70 FEET DISTANT;

THENCE ALONG THE CURVE OF THE SOUTH RIGHT OF WAY NORTHWESTERLY THOUGH A CENTRAL ANGLE OF 2°37'19" A DISTANCE OF 64.42 FEET;

THENCE NORTH 75°06'31" WEST A DISTANCE OF 127.49 FEET;

THENCE NORTH 14°50'56" EAST A DISTANCE OF 2.50 FEET;

THENCE SOUTH 75°06'31" EAST A DISTANCE OF 13.0 FEET TO THE POINT OF BEGINNING;

CONTAINING 480 SQUARE FEET MORE OR LESS.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of _____, 2007, by and between **KING COUNTY**, a political subdivision of the State of Washington (“Seller”) and City of Kenmore, Washington, a municipal corporation (“Purchaser”).

RECITALS

A. Seller is the owner of that certain real property that comprises the publicly accessed Burke-Gilman Trail within the City of Kenmore (“Property”). The Property is more particularly described in **EXHIBITS A through D** attached hereto and incorporated herein by this reference.

B. The Property was declared surplus by Seller in accordance with King County Code 4.56.100

C. On _____, 2007, the King County Council passed Ordinance No. _____, which authorized the King County Executive to execute the necessary documents to sell the Property.

D. Seller wishes to transfer its right, title and interest in the Property to Purchaser, and Purchaser wishes to acquire said interest upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE SOLD. Subject to and upon the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver to Purchaser on the Closing Date (as hereinafter defined) and Purchaser shall buy, assume and accept from Seller on the Closing Date the following assets and properties:

(a) all the Seller’s right, title and interest in and to the Property described in **EXHIBITS A THROUGH D**;

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

Hereinafter, the foregoing are collectively referred to as the "Purchased Assets."

ARTICLE 2. PURCHASE PRICE

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Purchaser shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price of **Three Hundred Thirty-Three Thousand Eight Hundred Forty Dollars (\$333,840.00)** ("Purchase Price") at Closing in cash or immediately available funds.

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

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. Seller represents and warrants as follows:

3.1.1. Organization of Seller. The Seller is a political subdivision of the State of Washington.

3.1.2. Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by the Seller (i) is within the municipal powers of the Seller, (ii) has been duly authorized by all necessary municipal action, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller or the authorizing legislation of Seller.

3.1.3. Litigation. To the best of Seller's knowledge, there is no material claim or threatened lawsuit against or relating to Seller with respect to the Property which shall impede or materially affect Seller's ability to perform the terms of this Agreement.

3.1.4. Full Disclosure. No representation or warranty by Seller in this Agreement or in any instrument, certificate or statement furnished to Purchaser pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

3.1.5. Contracts. There are no contracts or other obligations outstanding for the sale, exchange, transfer, management or operation of the Property or any portion thereof.

3.1.6. Future Agreements. From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not, without the prior written consent of Purchaser, which consent may be withheld by Purchaser in its discretion:

(i) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way; provided, that Seller may enter into any service or maintenance contracts with the terms expiring on or prior to Closing; or

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

3.1.7. Maintenance of the Property. Seller shall continue to maintain the Property and pay all costs of the Property with respect to the period prior to Closing.

3.1.8. Warranties and Representations. Except for the warranties and representations contained in this Agreement, Seller does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the purchased assets and no employee or agent of Seller is authorized otherwise.

3.1.9. Condition of the Property. Seller has not intentionally withheld any material information concerning environmental matters with respect to the Property. To the best of Seller's knowledge (i) there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Substances on the Property at any time during Seller's ownership or use thereof; (ii) there are no underground storage tanks on the Property nor have underground storage tanks been removed from the Property; and (iii) Seller is not aware of any facts which would lead it to believe that there are any Hazardous Substances on the Property. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"); "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 ("RCRA") as amended; hazardous wastes, hazardous

materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

]

3.2. REPRESENTATIONS AND WARRANTIES OF PURCHASER. PURCHASER REPRESENTS AND WARRANTS AS FOLLOWS:

3.2.1. Execution, Delivery and Performance of Agreement,

Authority. The execution, delivery and performance of this Agreement by Purchaser (i) is within the authority of the Purchaser, (ii) has been duly authorized by all necessary action, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Purchaser is a party or which is presently in effect and applicable to Purchaser or the authorizing legislation of Purchaser.

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

3.2.3. Full Disclosure. No representation or warranty by Purchaser in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

**ARTICLE 4.
TITLE MATTERS**

4.1. TITLE. Seller shall deliver to Purchaser title to the Property by Quit Claim Deeds and rights to use by Easements, in the recordable forms attached hereto as Exhibits A through D. Said Title shall be good and marketable title, free and clear of all liens, defects and encumbrances except the Permitted Exceptions, as defined herein.

Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

4.2. TITLE COMMITMENT. Purchaser shall be responsible for ordering and paying for all title reports to the Property.

Purchaser shall have twenty (20) days after mutual execution of this Agreement within which to notify Seller, in writing, of Purchaser's disapproval of any exceptions shown on the title reports. If Purchaser does not object, in writing, within said 20-day period, then Purchaser shall be deemed to have approved of the exceptions noted in the Preliminary Commitment; provided, however, that monetary encumbrances and liens indicated therein, if any (other than real estate taxes and assessments which are to be prorated) shall be discharged by Seller on or before Closing.

In the event of disapproval by Purchaser of any exceptions or defects as set forth in the title reports, Seller shall have ten (10) days from delivery of Purchaser's notice to notify Purchaser, in writing, that Seller will cause the disapproved exceptions to be removed from the policy of title insurance to be issued in favor of Purchaser on or before Closing.

If Seller does not notify Purchaser, in writing, that Seller will cause the disapproved exceptions to be eliminated on or before Closing, then this Agreement shall terminate, and neither Purchaser nor Seller shall have any further rights, duties, or obligations hereunder, unless within three (3) business days of the earlier of (i) the expiration of said ten (10) day period, or (ii) the date that Seller notifies Purchaser that Seller will not eliminate the disapproved exceptions, Purchaser waives its prior disapproval and elects to proceed with Closing subject to the disapproved exceptions. The title exceptions approved as provided herein are referred to as the "Permitted Exceptions."

4.3. TITLE INSURANCE. Purchaser shall order and be responsible for all costs associated with title insurance, and Seller shall bear no responsibility for such title insurance.

ARTICLE 5 INSPECTION CONTINGENCIES

5.1. DUE DILIGENCE PERIOD. The obligations of Purchaser under this Agreement are subject to the satisfaction of the contingencies set forth in Section 2.3 and this Article 5. Purchaser shall have thirty (30) days following the date of mutual execution of this Agreement ("Due Diligence Period") in which to inspect the Property and the Property Information (as defined below) to determine whether the condition of the Property is acceptable to Purchaser, in Purchaser's sole discretion. If for any reason Purchaser is not satisfied with its inspection, Purchaser may terminate this Agreement upon written notice to Seller on or before the expiration of the Due Diligence Period, and neither party shall have any further rights or obligations to the other hereunder.

Purchaser shall be the sole judge as to whether the contingencies shall have been satisfied.

5.2. INSPECTIONS. The condition of the Property for Purchaser's contemplated use shall meet the approval of Purchaser, in Purchaser's sole discretion, to be determined by Purchaser and approved or rejected within the Due Diligence Period. **Within ten (10) business days** following the mutual execution of this Agreement, Seller shall deliver to Purchaser copies of the following information and documentation in Seller's possession or control and relating to the Property, if any: (i) an existing ALTA survey, if available; (ii) copies of soils and related reports; (iii) copies of tax assessments, LIDs, etc.; (iv) all environmental reports, including but not limited to asbestos, Phase I or Phase II reports, soils, wetlands, and hazardous substances, tests, and reports; (v) all engineering and related studies in connection with the development of improvements to the Property; (vi) as-built plans and specifications; and (vii) any other relevant reports, studies or information in its possession. The documents and information required to be delivered by Seller as specified above are referred to herein as the "Property Information".

During the Due Diligence Period, Purchaser, its designated representatives or agents shall have the right at Purchaser's expense to (i) perform any and all tests, inspections, surveys or appraisals of the Property deemed necessary by Purchaser (subject to the limitations set forth below); (ii) examine all Property Information delivered to Purchaser by Seller; and (iii) determine to its satisfaction whether approvals, permits and variances for the Project can be obtained for Purchaser's proposed development of the Project on the Property.

Upon waiver or satisfaction by Buyer of its contingencies pursuant to this Article 5, Buyer will be deemed to have approved the physical condition of the Purchased Assets and agrees to accept and purchase the same "**AS IS, WHERE IS**", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Purchased Assets, and the compliance or noncompliance of the Purchased Assets with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Purchased Assets, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

5.3. RIGHT OF ENTRY. Purchaser and Purchaser's designated representatives or agents shall have the right, upon reasonable notice to Seller and during reasonable hours, to enter the Property and conduct the tests, investigations and studies set forth in this Article 5. Notwithstanding anything to the contrary herein, invasive tests of the Property such as drilling or excavation shall be subject to Seller's prior written approval, which shall not be unreasonably denied.

**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 3.1 hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Purchaser prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3.1 or elsewhere in this Agreement which occurs prior to the Closing Date.

**ARTICLE 7
COVENANTS OF PURCHASER PENDING CLOSING**

7.1. CONDUCT, NOTICE OF CHANGE. Purchaser covenants that between the date hereof and the Closing, Purchaser shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3.2 hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Purchaser set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Purchaser shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3.2 or elsewhere in this Agreement which occurs prior to the Closing Date.

ARTICLE 8.
CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS

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

8.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Purchaser at or prior to closing all documents required by the terms of this Agreement to be delivered to Purchaser.

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

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

8.4. TITLE. Any and all matters shown or referred to in the title report to which Purchaser has objected within the time specified in Section 4.2, shall have been cured by Seller, unless such objections have been waived by Purchaser. The Title Company is irrevocably committed to issue an owner's coverage policy of title insurance containing no exceptions other than the Permitted Exceptions.

ARTICLE 9.
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

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

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

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

9.3. DELIVERY OF DOCUMENTS. Purchaser shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The sale and all matters of escrow shall be closed at the offices of King County's Real Estate Services Section, located in the King County Administration Building, 500 Fourth Avenue, Room 500, Seattle, Washington, 98104. The sale shall close no sooner than eleven (11) days following King County Council's approval of proposed ordinance # _____, and no later than sixty (60) days after the expiration of the Due Diligence Period and/or any other contingency period set forth in this Agreement, whichever is later, unless otherwise mutually agreed upon by the parties ("Closing Date"). Title, right and interest to the Purchased Assets shall pass to Purchaser at the Closing and risk of loss thereof shall be the responsibility of Purchaser as of the Closing.

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

10.2.1. Closing Costs. Purchaser shall be responsible for all costs associated with title reports and insurance. No escrow fees are anticipated, but except as otherwise provided in this Section 10.2, all expenses hereunder shall be paid by the party incurring such expenses.

10.2.2. Taxes. Seller is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Property. From and after Closing, Purchaser acknowledges that, to the extent that it is not exempt from the payment of such Taxes, as a municipal corporation, it shall be liable for the payment of such Taxes, if applicable, and will take such steps as are reasonably necessary to cause the applicable taxes to be levied and promptly paid.

10.3 SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Purchaser the following properly executed documents:

- (a) Duly executed Quit Claim Deeds and Easements conveying the Property in the form of Exhibits A through D attached hereto.
- (b) Seller's Certificate of Non-Foreign status substantially in the form of **EXHIBIT E**, attached hereto.

