



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 10, 2007

Ordinance 15992

Proposed No. 2007-0522.2

Sponsors Dunn

1 AN ORDINANCE authorizing the executive to execute an
2 exchange agreement, the attachments thereto and all
3 necessary conveying documents to complete the exchange
4 of the county-owned property known as the Brickyard
5 Property, for the Washington state Department of
6 Transportation-owned property known as the Northgate
7 Park and Ride lot, both properties located in council
8 district 1.

9
10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 **SECTION 1. Findings:**

12 A. King County owns a 18.23 acre parcel of land, commonly known as the
13 Brickyard ("the Brickyard Property"), located in unincorporated King County between
14 the west side of Interstate 405 and the east side of Juanita Woodinville Way NE and
15 adjacent on the south to the Juanita Park and Ride Lot, which is owned by Washington
16 State Department of Transportation ("WSDOT") and operated by King County. King
17 County department of transportation is the custodian.

18 B. The Brickyard Property was purchased by Metro in 1992 for the purpose of
19 expanding the adjacent Juanita Park and Ride lot. The Brickyard Property contains
20 several wetlands that, with associated buffers, cover approximately 9.88 acres of the site,
21 leaving approximately 8.35 acres that can be developed. Metro's expansion project was
22 postponed and there has been no development on the property to this date.

23 C. WSDOT is involved in a number of projects along the I-405 corridor and
24 desires to obtain the Brickyard Property to accommodate such projects and to enter into
25 an agreement with King County to expand the existing park and ride lot.

26 D. The existing park and ride lot is operating at or above capacity. Pursuant to a
27 CIP appropriation of \$4,000,000, King County intends to design and construct an
28 expanded park and ride lot on the Brickyard Property that will be integrated with the
29 existing park and ride lot and will increase the total park and ride capacity at the site by at
30 least one hundred spaces.

31 E. WSDOT owns the Northgate Park and Ride Lot ("the Northgate Property"),
32 which consists of approximately 2.01 acres, located adjacent to Interstate 5, the Northgate
33 Mall and King County's Northgate Transit Center in the city of Seattle.

34 F. The Northgate Property was purchased by Metro in 1989 and subsequently
35 conveyed to WSDOT as part of a joint project that acquired and constructed the
36 WSDOT-owned and King County-operated Northgate Park and Ride Lot and the King
37 County-owned and operated Northgate Transit Center.

38 G. In 2002, King County department of transportation purchased the parcel
39 immediately to the east of the Transit Center from Simon Corporation as an expansion to
40 the existing park and ride capacity in the Northgate area.

41 H. King County desires to obtain the Northgate Property, which will give King
42 County title to all of the parcels to the west of the private mixed use development
43 currently planned south of the Northgate Mall. Assembling these parcels into a single
44 ownership will give King County much greater flexibility in future development of these
45 properties as a major transit hub connecting light rail and bus with transit oriented
46 development and park and ride space.

47 I. WSDOT has declared the Northgate Property surplus to its needs.

48 J. In accordance with K.C.C.4.56.070, the facilities management division has
49 declared that title to the Brickyard Property is surplus to the foreseeable needs of the
50 county, conditioned on King County retaining the ability to expand the adjacent Juanita
51 Park and Ride Lot onto the Brickyard Property and to operate the lot for transportation
52 purposes for the foreseeable future and the related acquisition of the Northgate Property
53 through a property exchange.

54 K. King County and WSDOT have negotiated an exchange agreement for the
55 Brickyard and Northgate Properties, attached hereto as Attachment A to this ordinance.
56 The exchange agreement provides for the transfer of title to the two properties. King
57 County and WSDOT also intend to enter into a developer agreement and a cooperation
58 agreement permitting King County to design, construct, operate and maintain for a term
59 of forty years, an expanded park and ride lot, which will be called the Brickyard Park and
60 Ride. The Brickyard Park and Ride will contain at least three hundred forty-two spaces
61 comprised of the existing two-hundred-forty-two-space Juanita Park and Ride and as
62 many additional spaces as can be constructed within the existing appropriation on the
63 adjacent Brickyard Property.

64 L. The exchange of the Brickyard and Northgate Properties is authorized by
65 K.C.C. 4.56.100.A.1, which authorizes the sale of county real property to another
66 governmental agency, and K.C.C. 4.56.100A.3, which authorizes trading county real
67 property for real property of similar value.

68 M. The fair market value of the Northgate Property has been established by
69 appraisal to be \$10,000,000.

70 N. The fair market value of the Brickyard Property has been established by
71 appraisal to be \$7,450,000.

72 O. WSDOT has agreed to accept as part consideration for the Northgate Property
73 a deduction of \$2,550,000 from the Eastgate Equity Account, which was created pursuant
74 to the Eastgate Park and Ride Lot Improvements Equity Agreement executed March 28,
75 2003, in order to allow King County to exchange, reduce or remove WSDOT equity
76 interests in park and ride properties and the E-3 Busway.

77 SECTION 2. The King County executive is hereby authorized to exchange the
78 Brickyard Property for the Northgate Property consistent with an exchange agreement
79 For Brickyard Park and Ride and Northgate Park and Ride, substantially in the form of

80 Attachment A to this ordinance, implement the terms of the exchange agreement and
81 execute any documents necessary to carry out such exchange.

82

Ordinance 15992 was introduced on 10/8/2007 and passed by the Metropolitan King County Council on 12/10/2007, by the following vote:

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

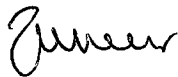
No: 0

Excused: 1 - Ms. Hague

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

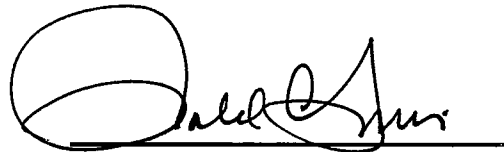

Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 20 day of December, 2007.



Ron Sims, County Executive

Attachments A. Exchange Agreement for Brickyard Park and Ride and Northgate Park and Ride, dated November 28, 2007

RECEIVED
2007 DEC 20 PM 3:08
CLERK
KING COUNTY COUNCIL

EXCHANGE AGREEMENT
For
Brickyard Park and Ride and Northgate Park and Ride

This EXCHANGE AGREEMENT (the "Agreement") is made as of the date this instrument is fully executed by the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, an agency of the State of Washington (hereinafter "WSDOT") and KING COUNTY, a political subdivision of the State of Washington (hereinafter "KING COUNTY").

RECITALS

A. WSDOT owns that certain real property located in the City of Seattle, County of King, State of Washington, consisting of approximately 2.01 acres, and legally described in **Exhibit A** (the "**Northgate Property**"). The Northgate Property is identified as WSDOT Inventory Control Number 1-17-06595. WSDOT has declared the Northgate Property surplus to its needs.

B. KING COUNTY owns that certain real property located in an unincorporated area within the County of King, State of Washington, which consists of approximately 18.23 acres, on which are several wetlands that, with associated buffers, cover approximately 9.88 acres of the site, leaving approximately 8.35 acres that can be developed, legally described in **Exhibit B** (the "**Brickyard Property**"), which KING COUNTY has declared surplus to its needs.

C. WSDOT desires to acquire the Brickyard Property in conjunction with the SR 405 Project for the purposes of making highway improvements to SR 405 and expanding the adjacent WSDOT-owned Juanita Park and Ride Lot.

D. KING COUNTY desires to acquire the Northgate Property in furtherance of transit projects KING COUNTY is developing in the Northgate area of north Seattle.

E. KING COUNTY and WSDOT previously entered into an Eastgate Park and Ride Lot Improvements Equity Agreement, dated March 28, 2003, as well as a Developer Agreement and Cooperative Agreement UC 3837 for the construction, maintenance and operation of a parking structure on WSDOT-owned property in the Eastgate area of King County. As consideration for the construction of the facility, an equity account ("Eastgate Equity Account") was created by which KING COUNTY may obtain release of WSDOT equity interests in certain park and ride lots, the acquisition and construction of which were partly funded by WSDOT. The initial amount within the account is \$18,276,415, which is the final cost to construct approved by WSDOT. It is anticipated that deductions from the account will occur, but the parties agree that, prior to the exchange, at least \$2,550,000 shall remain unencumbered in the Eastgate Equity Account.

F. The parties agree to exchange the WSDOT Northgate Property for the KING COUNTY Brickyard Property and the improvements currently existing, if any. The parties further agree that this exchange is in the best interest of the traveling public.

G. WSDOT is authorized to enter into this Agreement pursuant to RCWs 47.12.063 and .287. KING COUNTY is authorized to enter into this Agreement pursuant to Sections 4.56.075 and 4.56.100 of the King County Code.

AGREEMENT

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

ARTICLE 1. EXCHANGE AND TRANSFER OF ASSETS

1.1 WSDOT's Property and Improvements to be Exchanged. Subject to and upon the terms and conditions set forth in this Agreement, WSDOT shall convey, to KING COUNTY, on the Closing Date (identified in **Section 8.1**) and KING COUNTY shall accept from WSDOT on the Closing Date the following assets and properties:

- (a) all of WSDOT's right, title and interest in the Northgate Property;
- (b) all of WSDOT's right, title and interest in improvements and structures located on the Northgate Property, if any;
- (c) all of WSDOT's right, title and interest in and to tangible personal property, if any, owned by WSDOT and attached, appurtenant to or used in connection with the Northgate Property; and
- (d) all of WSDOT's tenements, hereditaments, easements and rights appurtenant to the Northgate Property, including, but not limited to, all of WSDOT's right, title, and interest in and to streets, alleys or other public ways adjacent to the Northgate Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals and permits affecting the Northgate Property. Hereinafter, the items listed in **Section 1.1**, are collectively referred to as the "Northgate Purchased Assets."

1.2 KING COUNTY's Property and Improvements to be Exchanged. Subject to and upon the terms and conditions set forth in this Agreement, KING COUNTY shall convey, to WSDOT, on the Closing Date (identified in **Section 8.1**) and WSDOT, shall accept from KING COUNTY on the Closing Date the following assets and properties:

- (a) all of KING COUNTY's right, title and interest in the Brickyard Property;

(b) all of KING COUNTY's right, title and interest in improvements and structures located on the Brickyard Property, if any;

(c) all of KING COUNTY's right, title and interest in and to tangible personal property, if any, owned by KING COUNTY and attached, appurtenant to or used in connection with the Brickyard Property; and

(d) all of KING COUNTY's tenements, hereditaments, easements and rights appurtenant to the Brickyard Property including, but not limited to, all of KING COUNTY's right, title, and interest in and to streets, alleys or other public ways adjacent to the Brickyard Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals and permits affecting the Brickyard Property. Hereinafter, the items listed in **Section 1.2**, are collectively referred to as the "Brickyard Purchased Assets."

ARTICLE 2. CONSIDERATION, EXCHANGE OF DEEDS, AND CONSTRUCTION OF IMPROVEMENTS

2.1 Consideration. The consideration for this Exchange Agreement is the exchange of the KING COUNTY-owned Brickyard Property plus a deduction from the Eastgate Equity Account in the amount of \$2,550,000 for the WSDOT-owned Northgate Property.

2.2. Exchange of Deeds. In consideration of the covenants and agreements contained herein and the performance of said covenants and agreements by each of the parties, on the Closing Date:

(a) WSDOT will convey to KING COUNTY the Northgate Purchased Assets by Quitclaim Deed in substantially the same form as **Exhibit C**, together with a Bill of Sale for any Personal Property conveyed with the Northgate Property in substantially the same form attached hereto as **Exhibit D**.

(b) KING COUNTY will convey to WSDOT the Brickyard Purchased Assets by Statutory Warranty Deed in substantially the same form as **Exhibit E**, together with a Bill of Sale for any Personal Property conveyed with the Brickyard Property in substantially the form attached hereto as **Exhibit F**.

2.3 Value of Exchange.

(a) The value of Northgate Property and the Brickyard Property have been established by independent appraisals on the basis of market value.

(b) A deduction from the Eastgate Equity Account in the amount of \$2,550,000 will be made to equalize the appraised values of the two Properties.

(c) The interests exchanged under this Agreement are of substantially equal value.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1 Warranties and Representations of the Parties. Since each party is acting herein both as purchaser and seller, the following warranties and representations are combined and each party's warranties and representations apply to its property only ("Property"), as described in **Exhibit A** and **Exhibit B**, unless otherwise specified. The parties represent and warrant all of the provisions contained in this **Article 3**.

3.2 Organization of WSDOT. WSDOT is an agency of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. WSDOT 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.

3.3 Organization of KING COUNTY. KING COUNTY is a political subdivision and municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington. KING COUNTY has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.4 Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by WSDOT (i) is within the powers of WSDOT as an agency of the State of Washington, (ii) has been or will be on or before the Closing Date duly authorized by all necessary action of WSDOT's legislative authority, and (iii) does not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which WSDOT is a party or which is presently in effect and applicable to WSDOT.

3.5 Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by KING COUNTY (i) is within the powers of KING COUNTY as a political subdivision and municipal corporation, (ii) has been or will be on or before the Closing Date duly authorized by all necessary action of KING COUNTY's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which KING COUNTY is a party or which is presently in effect and applicable to KING COUNTY.

3.6 Litigation. There is no pending, or to the best of either party's knowledge, there is no threatened lawsuit or material claim against or relating to either party with respect to its Property, which shall impede or materially affect either party's ability to perform the terms of this Agreement. There is no pending or, to the best of either party's

knowledge, contemplated condemnation or similar proceeding with respect to its Property or any part thereof.

3.7 Assessments. There is no pending, or to the best of either party's knowledge, contemplated local improvement district or other special assessment or charge with respect to its Property, except as may be disclosed in the Title Commitment described in **Section 4.2.**

3.8 Full Disclosure. No representation or warranty by either party in this Agreement or in any instrument, certificate or statement furnished to the other party pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.

3.9 No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of either party 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 either party or any action taken by either party.

3.10 Contracts. There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of either of the Properties described herein or any portion thereof.

3.11 Future Agreements. With respect to the period prior to Closing, from and after the date hereof, unless this Agreement is terminated in accordance with its terms, neither party shall, without the prior written consent of the other party:

(a) Enter into any agreement, contract, commitment, lease or other transaction that affects its Property in any way; or

(b) Sell, dispose of or encumber any portion of its Property.

3.12 Environmental Matters. Neither party has intentionally withheld any material information concerning environmental matters with respect to its Property described herein.

3.13 Physical Inspection. Each party has performed, to its satisfaction, all physical inspections deemed necessary in connection with the purchase of the real property being exchanged under this Agreement.

3.14 Risk of Loss. Until the Closing Date the risk of loss relating to each Property shall rest with the party owning said Property. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God" including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

3.15 Foreign Person. Neither party is a foreign person and is a “United States Person” as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986, as amended and each party shall deliver to the other party, prior to the Closing, a certificate, as set forth in **ExhibitG**, evidencing such fact, and such other documents as may be required under the Code.

3.16 Condition of Property. Each party is deemed to have approved the physical condition of the Property it is acquiring and agrees to accept and acquire the same “AS IS, WHERE IS” including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Each party acknowledges and agrees that, except to the extent of the other party’s representations and warranties in **Section 3.12** of this Agreement, and to the extent of any fraud or deliberate misrepresentation by the other party, the selling party shall have no liability for, and that the purchasing party shall have no recourse against the selling party for, any defect or deficiency of any kind whatsoever in the Property being acquired, including without limitation any of the foregoing items, without regard to whether such defect or deficiency was discovered or discoverable by either party.

ARTICLE 4. TITLE MATTERS

4.1 Title. Each party shall deliver to the other party good and marketable title, free and clear of all liens, defects and encumbrances except for the Permitted Exceptions (as defined in **Sections 4.3 and 4.4**).

4.2 Title Commitment. Each party shall cause to be obtained, at its expense, a current ALTA form of commitment for an owner’s standard policy of title insurance (the “Title Commitment”). WSDOT will have its policy issued by Pacific Northwest Title for the Northgate Property (the “WSDOT Title Company”), and KING COUNTY will have its policy issued by Chicago Title Insurance Company (the “KING COUNTY Title Company”), describing its Property, listing the other party as the prospective named insured and showing as the policy amount the value of each of the Properties. At such time as the KING COUNTY Title Company causes KING COUNTY’s Title Commitment to be furnished to WSDOT, the KING COUNTY Title Company shall further cause to be furnished to WSDOT legible copies of all instruments referred to in KING COUNTY’s Title Commitment as restrictions or exceptions to the title to the Brickyard Property. At such time as the WSDOT Title Company causes WSDOT’s Title Commitment to be furnished to KING COUNTY, the WSDOT Title Company shall further cause to be furnished to KING COUNTY legible copies of all instruments referred to in WSDOT’s Title Commitment as restrictions or exceptions to the title to the Northgate Property.

4.3 WSDOT Review of KING COUNTY Title Commitment. WSDOT shall have until fourteen (14) calendar days after receipt of the last dated KING COUNTY's Title Commitment in which to notify KING COUNTY of any objections WSDOT has to any matters shown or referred to in KING COUNTY's Title Commitment. Any exceptions or other items that are set forth in KING COUNTY's Title Commitment and to which WSDOT does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which WSDOT does object within the Review Period, KING COUNTY shall notify WSDOT within ten (10) calendar days after KING COUNTY receives WSDOT's notice of objections of any exceptions to the title which KING COUNTY will not remove or otherwise resolve. WSDOT may, at WSDOT's option within ten (10) calendar days thereafter, either waive the objections not cured or WSDOT may terminate this Agreement by notice to KING COUNTY. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by the KING COUNTY at Closing.

4.4 KING COUNTY Review of WSDOT Title Commitment. KING COUNTY shall have until fourteen (14) calendar days after receipt of the last dated WSDOT Title Commitment (the "Review Period") in which to notify WSDOT of any objections KING COUNTY has to any matters shown or referred to in WSDOT's Title Commitment. Any exceptions or other items that are set forth in WSDOT's Title Commitment to which KING COUNTY does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which KING COUNTY does object within the Review Period, WSDOT shall notify KING COUNTY within ten (10) calendar days after WSDOT receives KING COUNTY's notice of objections of any exceptions to the title which WSDOT will not remove or otherwise resolve following KING COUNTY's request within the Review Period. KING COUNTY may, at KING COUNTY's option within ten (10) calendar days thereafter, either waive the objections not cured, or KING COUNTY may terminate this Agreement by notice to WSDOT. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by the WSDOT at Closing.

4.5 Owner's Title Insurance Policy. At the Closing, each party shall cause an owner's policy of title insurance to be issued by the party's Title Company in an amount equal to the appraised value of each Property, effective as of the Closing Date, insuring the other party that the fee simple title to the party's Property is vested in the other party, subject only to the usual printed exceptions contained in such title insurance policy and to any other matters approved in writing by the parties. The obligation of the parties to provide the title policies called for herein shall be satisfied if, at the Closing, the party's Title Company has given a binding commitment, in a form reasonably satisfactory to the other party, and issues the policy in the form required by this section. Each party shall pay any sum owing to its Title Company for the preparation of the preliminary, binding commitments, and the policy generated by its Title Company for that party's property.

4.6 Conveyance. KING COUNTY shall convey to WSDOT title to the Brickyard Property by Statutory Warranty Deed in the form attached hereto as **Exhibit E**, subject only to the Permitted Exceptions. WSDOT shall convey title to the Northgate Property by

Quitclaim Deed in the form attached hereto as **Exhibit C**, subject only to the Permitted Exceptions. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall be deemed Permitted Exceptions.

**ARTICLE 5
COVENANTS OF WSDOT PENDING CLOSING**

5.1 WSDOT's Conduct, Notice of Change. WSDOT covenants that between the date hereof and the Closing, WSDOT shall take all such actions as may be necessary to assure that the representations and warranties set forth in **Article 3** hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of WSDOT set forth in this Agreement which are required to be performed by WSDOT at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. WSDOT shall give KING COUNTY prompt written notice of any material change in any of the information contained in the representations and warranties made in **Article 3** or elsewhere in this Agreement, which occurs prior to the Closing Date.

**ARTICLE 6
COVENANTS OF KING COUNTY PENDING CLOSING**

6.1 KING COUNTY's Conduct, Notice of Change. KING COUNTY covenants that between the date hereof and the Closing, KING COUNTY shall take all such actions as may be necessary to assure that the representations and warranties set forth in **Article 3** hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of KING COUNTY set forth in this Agreement which are required to be performed by KING COUNTY at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. KING COUNTY shall give WSDOT prompt written notice of any material change in any of the information contained in the representations and warranties made in **Article 3** or elsewhere in this Agreement, which occurs prior to the Closing Date.

This material will be provided in alternate
formats and on request by contacting
King County Solid Waste Division



206-296-4466,
1-800-325-6165, ext. 6-4466,

ARTICLE 7

CONDITIONS PRECEDENT TO THE PARTIES' OBLIGATIONS

7.1 Conditions Precedent to Closing. The parties' obligations under this Agreement are expressly conditioned on, and subject to satisfaction of the following conditions precedent:

(a) The parties shall have timely performed all obligations required of them under this Agreement.

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(b) The representations and warranties of the parties contained herein shall be true as of the date of this Agreement and as of the Closing Date.

7.2 Delivery of Documents. Each party shall have delivered to the other party at or prior to Closing all documents required by the terms of this Agreement to be delivered by one of the parties to the other.

7.3 Waiver or Termination. Except as otherwise expressly provided herein, if any of the foregoing conditions are not satisfied, the party benefited by such condition shall have the right at its sole election either to waive the condition in question and proceed with the acquisition and conveyance of the Property or in the alternative, to terminate this Agreement whereupon neither party hereto shall have any further rights, duties or obligations under this Agreement.

ARTICLE 8 CLOSING

8.1 Closing/Closing Date. The Closing shall take place on January 31, 2008, or such earlier date as may be mutually agreed upon by the parties, unless extended pursuant to a written agreement executed by KING COUNTY and WSDOT. All closing documents shall be executed and delivered to the other Party on or before said Closing Date at a mutually agreed upon time and location. The title, right of possession and interest to the Purchased Assets of both parties detailed in Article 1 shall pass to WSDOT and KING COUNTY upon the Closing Date and thereafter the risk of loss thereof shall no longer be the responsibility of the transferring party.

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

8.3 Closing Costs. The parties shall be responsible for costs of closing as follows: WSDOT will pay the premium for an owner's standard coverage policy of title insurance on the Northgate Property and KING COUNTY will pay the premium for an owners standard coverage policy of title insurance on the Brickyard Property. Any incremental cost for extended coverage will be the responsibility of the party requesting such extended coverage. Cost of recording, excise tax related fees and any other similar transfer will be at the expense of the transferee.

8.4 WSDOT's Delivery of Documents at Closing. At the Closing, WSDOT will deliver to KING COUNTY the following properly executed documents:

(a) A Quitclaim Deed conveying the Northgate Purchased Assets in substantially the same form as **Exhibit C** attached hereto, said Quitclaim Deed recorded with the King County Auditor within thirty (30) days of closing. Responsibility for the cost of recording is as set forth in **Article 8.3**;

(b) A Bill of Sale for Personal Property conveyed with the Northgate Property in substantially the same form as **Exhibit D** attached hereto;

(c) WSDOT's Certificate of Non-Foreign Status substantially in substantially the same form as **Exhibit G** attached hereto: and

8.5 KING COUNTY's Delivery of Documents at Closing. At the Closing, KING COUNTY will deliver to WSDOT the following properly executed documents:

(a) A Statutory Warranty Deed conveying the Brickyard Purchased Assets in substantially the same form as **Exhibit E**, attached hereto, said Statutory Warranty Deed recorded with the King County Auditor within thirty (30) days of closing. Responsibility for the cost of recording is as set forth in **Article 8.3**;

(b) A Bill of Sale duly executed by KING COUNTY in substantially the same form as **Exhibit F**, attached hereto for Personal Property conveyed with the Brickyard Property; and

(c) KING COUNTY's Certificate of Non-Foreign Status in substantially the same form as **Exhibit G** attached hereto.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Nature and Survival of Representations and Warranties. Each statement, representation, warranty, indemnity, covenant, and agreement made by WSDOT and KING COUNTY in this Agreement or in any document, certificate or other instrument delivered by or on behalf of WSDOT or KING COUNTY pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of WSDOT and KING COUNTY and shall survive for one year after the Closing Date, unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons,

9.2 Default and Attorneys' Fees. In the event of default by either party to this Agreement, other than a default leading to termination pursuant to **Article 7** herein, the non-defaulting party shall have the right to bring an action for any remedies available to such party at law. In the event of any litigation hereunder, the Superior Court of Thurston County, Washington shall have the exclusive jurisdiction and venue. In the event of any controversy, claim, or dispute arising out of this Agreement, each party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.

9.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.

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

If to KING COUNTY: KING COUNTY Transit Division
King County Department of Transportation
Attn: Judy Riley
201 South Jackson Street
KSC-TR-0431
Seattle, Washington 98104-3856

With a copy to: Harold McNelly
500 Fourth Avenue
ADM-ES-0500
Seattle, WA 98104

If to WSDOT: Cindy Tremblay
Assistant Director, Property Management Program
310 Maple Park Avenue SE
P.O. Box 47338
Olympia, WA 98504-7338

9.5 Entire Agreement and Amendment. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all parties hereto.

9.6 Severability. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this Agreement should and/or must be defeated, invalidated or voided.

9.7 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.

9.8 Binding Effect. Subject to **Section 9.12** below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

9.9 Legal Relationship. The parties to this Agreement execute and implement this Agreement solely as WSDOT and KING COUNTY. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

9.10 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.

9.11 Cooperation. Prior to and after the 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.

9.12 Governing Law. This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law provisions.

9.13 Non-Merger. The terms and provisions of this Agreement will not merge in, but will survive, the Closing of the transaction contemplated under this Agreement.

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

9.15 Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party. All parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement.

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

- | | |
|-----------|--|
| EXHIBIT A | Legal Description of the Northgate Property |
| EXHIBIT B | Legal Description of the Brickyard Property |
| EXHIBIT C | Northgate Property Quitclaim Deed |
| EXHIBIT D | WSDOT Bill of Sale for Northgate Personal Property |
| EXHIBIT E | Brickyard Property Statutory Warranty Deed |

EXHIBIT F
EXHIBIT G

King County Bill of Sale for Brickyard Personal Property
Certificate of Non-Foreign Status

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates specified below.

**KING COUNTY
Facilities Management Division**

By: _____
Name: Kathy Brown
Title: Director

Date: _____

Approved as to Form:

By _____
Sr. Deputy Prosecuting Attorney

Date: _____

THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

By: _____
Gerald L. Gallinger, Director
Real Estate Services

Date: _____

APPROVED AS TO FORM:

By: Patricia K. Nightingale
Assistant Attorney General

Date _____

EXHIBIT A

LEGAL DESCRIPTION OF THE NORTHGATE PROPERTY

New Tax Lot 424, Also known as a portion of Parcel A, Seattle Lot Boundary Adjustment No. 8801045:

That portion of the West half of the southwest quarter of the northeast quarter of the northwest quarter of Section 32, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the East margin of 1st Avenue N.E. (60' wide) and the South margin of N.E. 103rd Street (60' wide); thence South 88°16'18" East along said South margin 31.25 feet to the TRUE POINT OF BEGINNING; thence South 80°57'10" East 78.50 feet to a point lying 40 feet southerly, measured at right angles, from the centerline of said N.E. 103rd Street; thence parallel with said centerline South 88°16'18" East 110.47 feet; thence South 00°36'30" West 588.44 feet to a point lying 34 feet northerly, measured at right angles, from the centerline of N.E. 100th Street; thence parallel with said centerline North 88°16'50" West 188.25 feet to the beginning of a tangent 19.50 foot radius curve concave northeasterly; thence northwesterly along the arc of said curve through a central angle of 88°53'20" a distance of 30.25 feet to a point lying 42 feet easterly, measured at right angles from the centerline of said 1st Avenue N.E.; thence parallel with said centerline North 00°36'30" East 150.19 feet; thence North 00°02'27" East 55.00 feet to the beginning of a tangent 9.50 foot radius curve concave easterly; thence northerly along the arc of said curve through a central angle of 38°44'15" a distance of 6.42 feet to the beginning of a compound 30.50 foot radius concave curve westerly; thence northerly along the arc of said curve through a central angle of 38°09'53" a distance of 20.32 feet; thence North 00°36'30" East 83.94 feet to the beginning of a tangent 30.50 foot radius curve concave westerly; thence northerly along the arc of said curve through a central angle of 41°11'37" a distance of 21.93 feet to the beginning of a compound 9.50 foot radius curve concave easterly; thence northerly along the arc of said curve through a central angle of 40°37'15" a distance of 6.74 feet; thence North 00°02'27" East 100.00 feet to the beginning of a tangent 9.50 foot radius curve concave easterly; thence northerly along the arc of said curve through a central angle of 43°53'48" a distance of 7.28 feet to the beginning of a compound 30.50 foot radius curve concave westerly; thence northerly along the arc of said curve through a central angle of 43°19'26" a distance of 23.06 feet; thence North 00°36'30" East 93.58 feet to the beginning of a tangent 19.50 foot radius curve concave southeasterly; thence northeasterly along the arc of said curve through a central angle of 64°57'26" a distance of 22.11 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF THE BRICKYARD PROPERTY

PARCEL 1:

That portion of the Northeast quarter of the Southeast quarter of Section 17, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the North line of said Northeast quarter of the Southeast quarter with the West line of the land conveyed to Lydia S. Baranzini, et al, by Deed recorded under Recording No. 8601211189; thence Southerly along the West line of said Baranzini Land and the East line of the land described as Parcel B of Parcel No. 7-5007 in Judgment and Decree of Appropriation filed August 1, 1967, in King County Superior Court Cause No. 6727076 entitled the State of Washington vs. Louis Baranzini, et al and the East line of the land conveyed to the County of King by Deed recorded under Recording No. 8509260831 to the South line of the North 469.5 feet of said Northeast quarter of the Southeast quarter; thence East along the South line of said North 469.5 feet to the West line of the land described as Parcel A of Parcel No. 7-5007 in the aforesaid Judgment and Decree of Appropriation; thence North along said West line of Parcel A to the North line of said Northeast quarter of the Southeast quarter; thence West along said last mentioned North line to the Point of Beginning.

PARCEL 2:

That portion of the Northeast quarter of the Southeast quarter of Section 17, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the North line of the South 330 feet of said Northeast quarter of the Southeast quarter with the West line of the land conveyed to the State of Washington by Deed recorded under Recording No. 6097135; thence North along the West line of said State of Washington land to the South line of the North 469.5 feet of the said Northeast quarter of the Southeast quarter; thence West along said last mentioned South line of the East line of the land conveyed to the County of King by Deed recorded under Recording No. 6704503 being the East line of Juanita Woodinville Way Northeast; thence Southwesterly along said East line to the said North line of the South 330 feet; thence East along said North line to the Point of Beginning.

PARCEL 3:

That portion of the Northwest quarter of the Southeast quarter and of the Northeast quarter of the Southeast quarter of Section 17, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the North line of the South 330 feet of said Northeast quarter of the Southeast quarter with the West line of the land conveyed to the State of Washington by Deed recorded under Recording No. 6080285; thence South along the West line of said State of Washington land to the South line of said Northeast quarter of the Southeast quarter; thence West along said South line of the Northeast quarter of the Southeast quarter and the South line of the Northwest quarter of the Southeast quarter to the East line of the land conveyed to the County of King by Deed recorded under Recording No. 6704547 being the East line of Juanita Woodinville Way Northeast; thence Northeasterly along said East line to said North line of the South 330 feet; thence East along said North line of the South 330 feet to the Point of Beginning.

Situate in the County of King, State of Washington.

EXHIBIT C

NORTHGATE PROPERTY QUITCLAIM DEED

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document:
Grantor: State of Washington
Grantee: King County Department of Transportation
Legal Description:
Additional Legal Description is on Page of document
Assessor's Tax Parcel Number:

QUITCLAIM DEED

SR _____

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON (Grantor), for and in consideration of the terms and conditions of Exchange Agreement, IC # _____, dated _____, hereby conveys and quitclaims unto KING COUNTY DEPARTMENT OF TRANSPORTATION, a political subdivision of the State of Washington, (Grantee), all right, title, and interest under the jurisdiction of the Washington State Department of Transportation, in and to the following described real property situated in King County, State of Washington:

{INSERT LEGAL DESCRIPTION}

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The specific details concerning all of which may be found on sheet ___ of that certain plan entitled _____, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval _____.

The Grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCWs 47.12.063 and .287.

Dated at Olympia, Washington, this _____ day of _____, 20__.

STATE OF WASHINGTON

Douglas B. MacDonald
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM:

By: _____

EXHIBIT D

**WSDOT BILL OF SALE
NORTHGATE PERSONAL PROPERTY**

THIS BILL OF SALE is made as of this _____ day of _____, 2007 by **STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION** (the "State"), in favor of **KING COUNTY**, a political subdivision of the State of Washington (the "County"), with reference to the following facts.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the State does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to the County all of the State's right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible Personal Property owned by the State that is attached, appurtenant to or used in connection with the real property legally described as follows:

New Tax Lot 424, Also known as a portion of Parcel A, Seattle Lot Boundary Adjustment No. 8801045:

That portion of the West half of the southwest quarter of the northeast quarter of the northwest quarter of Section 32, Township 26 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the intersection of the East margin of 1st Avenue N.E. (60' wide) and the South margin of N.E. 103rd Street (60' wide); thence South 88°16'18" East along said South margin 31.25 feet to the TRUE POINT OF BEGINNING; thence South 80°57'10" East 78.50 feet to a point lying 40 feet southerly, measured at right angles, from the centerline of said N.E. 103rd Street; thence parallel with said centerline South 88°16'18" East 110.47 feet; thence South 00°36'30" West 588.44 feet to a point lying 34 feet northerly, measured at right angles, from the centerline of N.E. 100th Street; thence parallel with said centerline North 88°16'50" West 188.25 feet to the beginning of a tangent 19.50 foot radius curve concave northeasterly; thence northwesterly along the arc of said curve through a central angle of 88°53'20" a distance of 30.25 feet to a point lying 42 feet easterly, measured at right angles from the centerline of said 1st Avenue N.E.; thence parallel with said centerline North 00°36'30" East 150.19 feet; thence North 00°02'27" East 55.00 feet to the beginning of a tangent 9.50 foot radius curve concave easterly; thence northerly along the arc of said curve through a central angle of 38°44'15" a distance of 6.42 feet to the beginning of a compound 30.50 foot radius concave curve

westerly; thence northerly along the arc of said curve through a central angle of 38°09'53" a distance of 20.32 feet; thence North 00°36'30" East 83.94 feet to the beginning of a tangent 30.50 foot radius curve concave westerly; thence northerly along the arc of said curve through a central angle of 41°11'37" a distance of 21.93 feet to the beginning of a compound 9.50 foot radius curve concave easterly; thence northerly along the arc of said curve through a central angle of 40°37'15" a distance of 6.74 feet; thence North 00°02'27" East 100.00 feet to the beginning of a tangent 9.50 foot radius curve concave easterly; thence northerly along the arc of said curve through a central angle of 43°53'48" a distance of 7.28 feet to the beginning of a compound 30.50 foot radius curve concave westerly; thence northerly along the arc of said curve through a central angle of 43°19'26" a distance of 23.06 feet; thence North 00°36'30" East 93.58 feet to the beginning of a tangent 19.50 foot radius curve concave southeasterly; thence northeasterly along the arc of said curve through a central angle of 64°57'26" a distance of 22.11 feet to the TRUE POINT OF BEGINNING.

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

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

THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION:

By: _____
Its: _____

EXHIBIT E

BRICKYARD PROPERTY STATUTORY WARRANTY DEED

AFTER RECORDING RETURN TO:

K. C. Real Estate Services
500 Fourth Avenue, Room 500
Seattle, WA 98104

STATUTORY WARRANTY DEED

GRANTOR - KING COUNTY, WASHINGTON

**GRANTEE - STATE OF WASHINGTON, DEPARTMENT OF
TRANSPORTATION**

**LEGAL --- PORTION OF NE 1/4 OF SE 1/4 OF SECTION 17,
TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M.**

TAX NO. - 172605-9044

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the exchange of King County owned "Brickyard" property, plus the improvements to be constructed thereon by King County, for Washington State Department of Transportation owned "Northgate" property, pursuant to King County Ordinance No. _____, does hereby convey and warrant unto the STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, an agency of the State of Washington, the following described real estate, situate in King County, Washington:

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

AND

SUBJECT TO MATTERS AS SET FORTH IN EXHIBIT "B" ATTACHED
HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Dated this _____ day of _____, 20_____.

KING COUNTY, WASHINGTON

BY _____

TITLE _____

STATE OF WASHINGTON)
) ss.
County of)

On this day personally appeared before me and known to me to be _____, the _____ of _____ the State of Washington, Department of Transportation, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of said agency of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

Given under my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC in and for the State of
Washington, residing _____.
My commission expires _____.

STATE OF WASHINGTON)
) ss.
County of)

On this day personally appeared before me and known to me to be _____, the _____ of _____ the State of Washington, Department of Transportation, that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of said agency of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

Given under my hand and official seal this _____ day of _____, 2007.

NOTARY PUBLIC in and for the State of
Washington, residing _____.
My commission expires _____.

EXHIBIT "A"

PARCEL 1:

That portion of the Northeast quarter of the Southeast quarter of Section 17, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the North line of said Northeast quarter of the Southeast quarter with the West line of the land conveyed to Lydia S. Baranzini, et al., by Deed recorded under Recording No. 8601211189; thence Southerly along the West line of said Baranzini Land and the East line of the land described as Parcel B of Parcel No. 7-5007 in Judgment and Decree of Appropriation filed August 1, 1967, in King County Superior Court Cause No. 6727076 entitled the State of Washington vs. Louis Baranzini, et al and the East line of the land conveyed to the County of King by Deed recorded under Recording No. 8509260831 to the South line of the North 469.5 feet of said Northeast quarter of the Southeast quarter; thence East along the South line of said North 469.5 feet to the West line of the land described as Parcel A of Parcel No. 7-5007 in the aforesaid Judgment and Decree of Appropriation; thence North along said West line of Parcel A to the North line of said Northeast quarter of the Southeast quarter; thence West along said last mentioned North line to the Point of Beginning.

PARCEL 2:

That portion of the Northeast quarter of the Southeast quarter of Section 17, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the North line of the South 330 feet of said Northeast quarter of the Southeast quarter with the West line of the land conveyed to the State of Washington by Deed recorded under Recording No. 6097135; thence North along the West line of said State of Washington land to the South line of the North 469.5 feet of the said Northeast quarter of the Southeast quarter; thence West along said last mentioned South line of the East line of the land conveyed to the County of King by Deed recorded under Recording No. 6704503 being the East line of Juanita Woodinville Way Northeast; thence Southwesterly along said East line to the said North line of the South 330 feet; thence East along said North line to the Point of Beginning.

PARCEL 3:

That portion of the Northwest quarter of the Southeast quarter and of the Northeast quarter of the Southeast quarter of Section 17, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the North line of the South 330 feet of said Northeast quarter of the Southeast quarter with the West line of the land conveyed to the State of Washington by Deed recorded under Recording No. 6080285; thence South along the West line of said State of Washington land to the South line of said Northeast quarter of the Southeast quarter; thence West along said South line of the Northeast quarter of the Southeast quarter and the South line of the Northwest quarter of the Southeast quarter to the East line of the land conveyed to the County of King by Deed recorded under Recording No. 6704547 being the East line of Juanita Woodinville Way Northeast; thence Northeasterly along said East line to said North line of the South 330 feet; thence East along said North line of the South 330 feet to the Point of Beginning.

Situate in the County of King, State of Washington.

EXHIBIT "B"

SUBJECT TO:

1. Easement and the terms and conditions thereof, granted to King County, Washington, for the purpose of a drainage ditch, affecting a 20 foot strip of land within a Southwesterly portion of Parcel 3, as recorded on October 16, 1970, under King County Recording No. 6704546.
2. Easement and the terms and conditions thereof, granted to Puget Sound Power & Light Company, a Washington corporation, for the purpose of an electric transmission and/or distribution system, affecting an area as constructed within Parcel 1, as recorded on December 7, 1984, under King County Recording No. 8412070487.
3. Relinquishment of Access of State Highway and of light, view and air by Deed to State of Washington, recorded on June 19, 1956, under King County Recording No. 4703644, affecting Parcel 2.
4. Relinquishment of Access of State Highway and of light, view and air by Deed to State of Washington, recorded on June 27, 1956, under King County Recording No. 4706384, affecting Parcel 3.
5. Relinquishment of Access of State Highway and of light, view and air by Deed to State of Washington, recorded on June 29, 1956, under King County Recording No. 4707258, affecting Parcel 1.
6. Relinquishment of Access of State Highway and of light, view and air by Deed to State of Washington, recorded on September 9, 1966, under King County Recording No. 6080285, affecting Parcel 3.
7. Relinquishment of Access of State Highway and of light, view and air by Deed to State of Washington, recorded on October 19, 1966, under King County Recording No. 6097135, affecting Parcel 2.
8. Condemnation of Access of State Highway and of light, view and air by Decree to State of Washington, entered on August 1, 1967, under King County Superior Court Cause No. 672707.
9. Easement and the terms and conditions thereof, granted to King County, Washington, for the purpose of slopes, cuts and fills, as disclosed by instrument recorded under King County Recording No. 4996362, affecting portion of Parcel 1 adjoining the street.

10. Easement and the terms and conditions thereof, granted to King County, Washington, for the purpose of slopes, cuts and fills, as disclosed by instrument recorded under King County Recording No. 5004205, affecting portion of Parcel 2 adjoining the street.
11. Easement and the terms and conditions thereof, granted to King County, Washington, for the purpose of slopes, cuts and fills, as disclosed by instrument recorded under King County Recording No. 5004210, affecting portion of Parcel 3 adjoining the street.
12. Easement and the terms and conditions thereof, granted to King County, Washington, for the purpose of slopes, cuts and fills, as disclosed by instrument recorded under King County Recording No. 6704503, affecting portion of Parcel 2 adjoining the street.
13. Easement and the terms and conditions thereof, granted to King County, Washington, for the purpose of slopes, cuts and fills, as disclosed by instrument recorded under King County Recording No. 6704547, affecting portion of Parcel 3 adjoining the street.
14. Easement and the terms and conditions thereof, granted to King County, Washington, for the purpose of slopes, cuts and fills, as disclosed by instrument recorded under King County Recording No. 8509260831, affecting portion of Parcel 1 adjoining the street.
15. Sensitive Area Notice, executed by Susan M. Solberg, on behalf of King County, Washington, dated April 17, 1996, as recorded on April 23, 1996, under King County Recording No. 9604230063, regarding sensitive areas and/or sensitive area buffers, limitations on actions.
16. Reservation by the County of King, under Ordinance No. 7349, vacating a portion of Juanita-Woodinville Way NE, as recorded on April 15, 2002, under King County Recording No. 20020415002206, reserving the right to protect all existing utilities over, under and across the area herein vacated.

EXHIBIT F

**KING COUNTY BILL OF SALE
BRICKYARD PERSONAL PROPERTY**

AFTER RECORDING RETURN TO:

King County
Real Estate Services Section
ADM-ES-0500
Room 500 King County Admin. Bldg.
500 Fourth Avenue
Seattle, WA 98104

THIS BILL OF SALE is made as of this ____ day of _____, 2007, by **KING COUNTY**, a political subdivision of the State of Washington (the "**County**"), in favor of the **STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION** (the "**State**"), with reference to the following facts.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to the State all of the County's right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by the County that is attached, appurtenant to or used in connection with the real property legally described on the attached **Exhibit B**, attached to the Real Estate Exchange Agreement made and entered into by and between the County and the State, the same Agreement to which this **Exhibit F** is an exhibit.

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

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

KING COUNTY:

By: _____
Its: _____

EXHIBIT G

CERTIFICATE OF NON-FOREIGN STATUS

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by _____ (“Transferor”), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. Transferor’s United States employer identification number is _____;
and
3. Transferor’s office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

DATED this _____ day of _____, 2007.

TRANSFEROR:

By _____
Title _____