

14999

Attachment B

After recording return document to:

State of Washington
Department of General Administration
Division of State Services
P O Box 41015
Olympia WA 98504-1015

2004-384

Document Title: Purchase and Sale Agreement

Seller: King County

Purchaser: State of Washington, State Board for Community and Technical Colleges, Renton Technical College, acting through the Department of General Administration

Legal Description: Lot 4, City of Renton Short Plat No. LUA-01-090

Assessor's Tax Parcel Number: 162305913509

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of _____, 20__ by and between KING COUNTY, a political subdivision of the State of Washington ("Seller"), and STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE, acting through the DEPARTMENT OF GENERAL ADMINISTRATION ("Purchaser").

RECITALS

A. Seller is the owner of that certain real property at 3407 NE 2nd Street, Renton, Washington, commonly known as the Renton District Court ("Property"). The Property is more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference.

B. Purchaser desires to purchase the Property for public purposes.

C. The Property was declared surplus by Seller in accordance with King County Code 4.56.

D. On _____, 20____, the King County Council passed Ordinance No. _____, which authorized the King County Executive to execute the necessary documents to sell the Property.

E. Seller wishes to transfer its right, title and interest in the Property to 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, 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 the Property described in EXHIBIT A;
- (b) all of Seller's right, title and interest in improvements and structures located on the Property, and
- (c) all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property").

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

ARTICLE 2. PURCHASE PRICE

2.1. **PURCHASE PRICE AND PAYMENT.** In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Purchaser shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of One Million Eighty-seven Thousand Five Hundred and No Cents (\$1,087,500.00) ("Purchase Price") at Closing in cash or immediately available funds.

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Purchaser agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimus*.

2.3. UTILITIES. All utilities such as electricity, water, gas, oil, and real property taxes shall be prorated to the date of closing.

2.4. 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. No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement

based on an agreement, arrangement or understanding with Seller or any action taken by Seller.

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

3.1.7. Future Agreements. From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not, without the prior written consent of Purchaser:

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

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

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

3.1.10. 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. In the event of a breach of this representation by Seller and provided Purchaser has brought an action within the time period and in accordance with the limitation set forth below, Seller shall indemnify and hold harmless the Purchaser from damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean up costs assessed against or imposed as a result of any such generation, treatment, storage, transfer, disposal or release. The above representation shall survive Closing for a period of twelve (12) months, and Purchaser shall have no right to bring any action thereon after the expiration of such twelve (12) month period unless Purchaser advises Seller in writing of an alleged breach thereof before the end of such twelve (12) month period, stating with specificity the nature of the alleged breach and providing Seller concurrently therewith with documentation thereof.

3.1.11 Seller's Knowledge. The phrase "to the best of Seller's knowledge" when used in this Section 3.1 shall mean the knowledge of the current employees of King County.

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 material 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.

3.2.4. Condition of Property. Pursuant to Article 5, Purchaser acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Purchaser deems necessary in connection with its purchase of the Purchased Assets, and that Seller has provided Purchaser with copies of all reports in Seller's possession that have been requested by Purchaser.

3.2.5. Purchase Price Representations. Purchaser acknowledges that the Purchase Price set forth in Section 2.1 of this Agreement will be paid by Purchaser based on Purchaser's valuation of the Property and not upon any representations by the Seller. Purchaser's failure to inspect, or to be fully informed as to any factor bearing upon the valuation of the Property, shall not affect the liabilities, obligations or duties of Seller under this Agreement, nor be a basis for termination of this Agreement.

3.2.6. No Broker. No broker, finder, agent or similar intermediary has acted for or on behalf of Purchaser in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Purchaser or any action taken by the Purchaser.

ARTICLE 4. TITLE MATTERS

4.1. TITLE. Seller shall deliver to Purchaser a Statutory Warranty Deed, good and marketable title, free and clear of all liens, defects and encumbrances except the Permitted Exceptions.

4.1.1. Title Commitment. Seller shall, as soon as possible and not later than ten (10) days from the date hereof, cause to be furnished to Purchaser a current ALTA form of commitment for an owner's policy of title insurance (the "Title Commitment") issued by Pacific Northwest Title Insurance Company (the "Title Company"), describing the Property, listing Purchaser as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as Seller causes the Title Commitment to be furnished to Purchaser, Seller shall further cause to be furnished to Purchaser legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

4.1.2. Review of Title Commitment. Purchaser shall have until thirty (30) days after receipt of the Title Commitment (the "Review Period") in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment and of any title insurance endorsements required by Purchaser. Any exceptions or other items that are set forth in the Title Commitment and to which Purchaser does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Purchaser does object within the Review Period, Seller shall notify Purchaser within ten (10) days after Seller receives Purchaser's notice of objections of any exceptions to title which Seller is

not able to remove or otherwise resolve, and Purchaser may, at Purchaser's option, either waive the objections not cured or Purchaser may terminate this Agreement by notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by Seller at Closing.

4.2. OWNER'S TITLE INSURANCE POLICY. At the closing, Seller shall provide Purchaser an owner's policy of title insurance issued by Title Company in the full amount of the purchase price, effective as of the closing date, insuring Purchaser that the fee simple title to the Property is vested in Purchaser, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Purchaser as provided herein, and to any other matters approved in writing by Purchaser. The obligation of Seller to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment to issue the policies in the form required by this section.

4.3. CONVEYANCE. Seller shall convey to Purchaser the title to the Property by Statutory Warranty Deed in the form attached hereto as **Exhibit D**. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, existing easements not inconsistent with Purchaser's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

ARTICLE 5. 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. In the event any one or more of the contingencies herein set forth is not satisfied within thirty (30) days following the date of mutual execution of this Agreement ("Due Diligence Period") and/or pursuant to the provisions set forth herein, 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. 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) obtain a Phase I Environmental Assessment on the Property; (iii) examine all due diligence materials delivered to Purchaser by Seller; and (iv) 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.

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.

5.4. FUNDING APPROPRIATION AND APPROVALS. Obligations of the Purchaser under this agreement are subject to funding appropriation by the State of Washington and approval by the State Board for Community and Technical Colleges and the Office of the Attorney General. Approval shall be secured on or before July 9, 2004 and written notification thereof shall be delivered to the Seller within 5 business days.

**ARTICLE 6.
COVENANTS OF SELLER PENDING CLOSING**

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

**ARTICLE 7.
COVENANTS OF 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 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 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 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 Commitment to which Purchaser has objected within the time specified in Section 4.1, 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 Closing shall take place **July 30, 2004**, or such earlier date as may be mutually agreed upon by the parties ("Closing Date"). Title, right and interest to the Purchased Assets shall pass to Purchaser at the Closing and risk of loss thereof shall be the responsibility of Purchaser as of Closing Date.

10.1.1 Extension. In the event either party wishes to extend the closing date beyond July 30, 2004, both parties agree that the closing date may be extended on a month-to-month basis not to exceed sixty days.

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

10.2.1. Closing Costs. Seller shall pay the premium for an owner's standard coverage policy of title insurance, any real estate excise or other transfer tax due, if any, and its own attorneys' fees. Purchaser shall pay its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the party incurring such expenses.

10.2.2. Taxes. Seller is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Property. From and after Closing, Purchaser acknowledges that 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) A Bill of Sale and Assignment duly executed by the Seller in the form of **EXHIBIT B**, attached hereto for the Personal Property.

(b) Seller's Certificate of Non-Foreign status substantially in the form of **EXHIBIT C**, attached hereto.

(c) Statutory Warranty Deed conveying the Property in the form of EXHIBIT D attached hereto.

10.4. PURCHASER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING. At the Closing, Purchaser will deliver to Seller the Purchase Price as follows:

(a) Cash or immediately available funds in the amount of the Purchase Price.

ARTICLE 11. TERMINATION

11.1. TERMINATION BY EITHER PARTY. Either party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 and 9 has not been satisfied by the Closing Date. In that event, if neither party is in default under this Agreement, the parties shall have no further obligations or liabilities to one another.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller and Purchaser in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller or Purchaser pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Purchaser and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons.

12.2. DEFAULT; REMEDIES. In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by either party to this Agreement, the non-defaulting party shall have a claim for damages for such breach or default.

12.3. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

12.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or

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

If to Purchaser: Department of General Administration
Division of State Services
PO Box 41015
Olympia, WA 98504-1015

Renton Technical College
Vice President, Plant Operations
3000 NE 4th Street
Renton, WA 98056

If to Seller: King County Facilities Management Division
Asset Development and Management Section
King County Administration Building
500 Fourth Avenue, Room 500
Seattle, WA 98104

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

12.6. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

12.7. INDEMNITY. Seller shall indemnify, and hold Purchaser harmless from and against any costs, expenses and liabilities, including without limitation reasonable attorneys' fees, which Purchaser may suffer or incur in connection with (i) any misrepresentation in or omission of any material documents, items or information to be submitted by Seller to Purchaser relating to the Property or its operations known by Seller; or (ii) failure of Seller to perform any of its obligations hereunder. Purchaser shall be responsible for any costs, expenses and liabilities, including without limitation reasonable attorney's fees, which Seller may suffer or incur in connection with (i) any misrepresentation in or omission of any material documents, items or information to be submitted by Purchaser to Seller relating to this transaction; or (ii) failure of Purchaser to perform any of its obligations hereunder.

12.8. BINDING EFFECT. Subject to Section 12.13 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

12.9. CAPTIONS. The captions of any articles, paragraphs or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs or sections.

12.10. COOPERATION. Prior to and after Closing the parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

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

12.12. NON-MERGER. The terms and provisions of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

12.13. ASSIGNMENT. Purchaser shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

12.14. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

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

EXHIBIT A	Legal Description
EXHIBIT B	Bill of Sale and Assignment
EXHIBIT C	Seller's Certificate of Non-Foreign Status
EXHIBIT D	Statutory Warranty Deed

EXECUTED as of the date and year first above written:

PURCHASER:
State of Washington,
State Board for Community and Technical
Colleges, Renton Technical College,

SELLER
King County

By: *Calin Hoggard*

Acting through the Department of
General Administration

Title: *Real Estate Services Manager*

Date: *July 8, 2004*

[Signature]
Mark L. Lahae, Real Estate Services Manager
Division of State Services

APPROVED AS TO FORM

By: *[Signature]*
Deputy Prosecuting Attorney

Date: *7/13/04*

Date: *July 8, 2004*

[Signature]
Robert A. Bippert, Assistant Director
Division of State Services

Date: *7/13/04*

APPROVED AS TO FORM

By: *[Signature]*
Assistant Attorney General

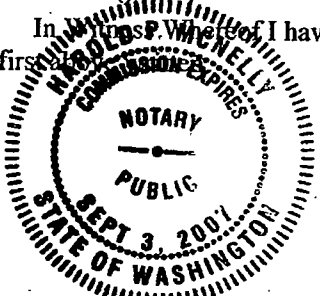
Date: *7/13/04*

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day personally appeared before me Calvin Haggard, to me known to be the Real Estate Services Manager of KING COUNTY, the political subdivision of the State of Washington that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such political subdivision, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

Given under my hand and official seal this 8 day of July, 2004

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

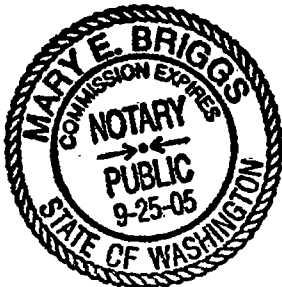


Howard P. McNelly
Notary Public in and for the State of Washington,
Residing at Seattle
My commission expires 9-3-2007

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 12th day of July, 2004, personally appeared before me MARK L. LAHAIE, Real Estate Services Manager, Division of State Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

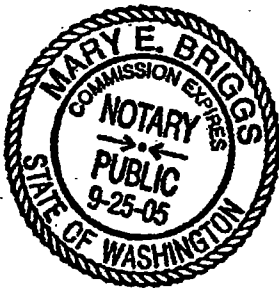


Mary E. Briggs
Notary Public in and for the State of Washington,
Residing at OLYMPIA
My commission expires 9-25-05

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this 13th day of July, 2004, personally appeared before me ROBERT A. BIPPERT, Assistant Director, Division of State Services, Department of General Administration, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Mary E. Briggs
Notary Public in and for the State of Washington,
Residing at Olympia
My commission expires 9-25-05

14999

Exhibit A

LEGAL DESCRIPTION

**LOT 4, CITY OF RENTON SHORT PLAT NO. LUA-01-090, RECORDED
UNDER RECORDING NUMBER 20020517900003, IN KING COUNTY,
WASHINGTON**

14999

Exhibit B

BILL OF SALE AND ASSIGNMENT

KING COUNTY, a political subdivision of the State of Washington ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, hereby grants, bargains, sells, transfers and delivers to **RENTON TECHNICAL COLLEGE**, a public education institution of the State of Washington ("Grantee"), the following personal property ("Personal Property") located on or owned in connection with the real property described on the attached **EXHIBIT A** ("Real Property"):

1. All of Grantor's right, title and interest in the improvements and structures located on the Real Property, if any; and
2. All of Grantor's right, title and interest in and to the tangible personal property, if any, owned by Grantor and attached, appurtenant to or used in connection with the Real Property.

DATED this _____ day of _____, 2004.

GRANTOR:

KING COUNTY

By: _____

Title: _____

Date: _____

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EXHIBIT A TO BILL OF SALE AND ASSIGNMENT

REAL PROPERTY

LEGAL DESCRIPTION

**LOT 4, CITY OF RENTON SHORT PLAT NO. LUA-01-090, RECORDED
UNDER RECORDING NUMBER 20020517900003, IN KING COUNTY,
WASHINGTON**

14999

EXHIBIT C

SELLER'S CERTIFICATE OF NON-FOREIGN STATUS

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

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

Transferor's United States employer identification number is

91-6001327; and

Transferor's office address is King County Facilities Management Division, Asset Development and Management Section, Room 500 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104

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

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

DATED this _____ day of _____, 2004.

TRANSFEROR:

KING COUNTY

By: _____

Title: _____

Date: _____

14999

EXHIBIT D

Filed For Record At Request Of

AFTER RECORDING RETURN TO:

K. C. Property Services Division
500A King County Admin. Bldg.
500 Fourth Avenue
Seattle, WA 98104

WARRANTY DEED

**GRANTOR - KING COUNTY, WASHINGTON
GRANTEE - STATE OF WASHINGTON, STATE BOARD FOR COMMUNITY AND
TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE
LEGAL - - - TAX LOT 4, CITY OF RENTON SHORT PLAT LUA-01-090
TAX ACCT. 1623059135**

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, pursuant to King County Ordinance No. _____ does hereby convey and warrant unto STATE OF WASHINGTON, STATE BOARD for COMMUNITY and TECHNICAL COLLEGES, RENTON TECHNICAL COLLEGE, a public education institution of the State of Washington, the following described real property, situated in the County of King, State of Washington:

Lot 4, City of Renton Short Plat No. LUA-01-090, recorded under Recording Number 20020517900003, records of King County Washington and on Page 124, Volume 152 of Plats, records of King County, Washington.

Dated this _____ day of _____, 2004.

KING COUNTY, WASHINGTON

BY _____

TITLE _____

14999

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

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

Dated _____

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____