



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 21, 2009

Ordinance 16660

Proposed No. 2009-0426.2

Sponsors Lambert

1 AN ORDINANCE authorizing the King County executive
2 to execute a purchase and sale agreement to sell a portion
3 of the van distribution center in the city of Redmond,
4 located within council district three.

5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 **SECTION 1. Findings:**

8 A. King County's department of transportation, transit division ("transit"), is
9 custodian of the van distribution center ("VDC"), located at 18655 NE Union Hill Road
10 in the city of Redmond (Redmond), Assessor's Parcel Number 062506-9016. Redmond
11 wishes to purchase two acres of the VDC that currently hold VDC's bioswale and
12 stormwater detention pond. These two acres are referred to as the Redmond stormwater
13 facility property ("RSWF property"). Redmond intends to build a regional stormwater
14 facility on the RSWF property (the facility) as part of its Regional Stormwater Facility
15 Plan.

16 B. The VDC was purchased by transit in November 1994. It was developed as
17 the parking lot and distribution center for transit's VanPool program, which is the largest
18 publicly owned and operated vanpool and vanshipare program in the nation.

19 C. Transit has future intentions to expand VDC's van parking and service areas to
20 augment its VanPool program. The VDC will retain 8.02 acres after the sale to
21 Redmond, leaving adequate space for the intended, eventual expansion at the VDC.

22 D. Redmond approved its Regional Stormwater Facilities Plan for
23 implementation in December 2004, deciding to construct four key regional facilities.
24 Redmond has identified the RSWF property as suitable to hold one of those projected
25 facilities.

26 E. The facility will provide stormwater drainage for adjacent properties and
27 provide necessary drainage and mitigation for the proposed road improvements at 188
28 Avenue NE and NE 76th Street.

29 F. The Real Estate Purchase and Sale Agreement ("PSA") between transit and
30 Redmond accommodates the successful development of both Redmond's stormwater plan
31 and the potential VDC expansion. Those goals are detailed in exhibits to the PSA: The
32 Binding Site Plan; the Development Plan; and the Construction Plan. The PSA also
33 anticipates traffic flow on adjacent streets generated by the existing and redeveloped
34 VDC over the next twenty years.

35 SECTION 2. A. Transit will sell the RSWF property to Redmond. Redmond
36 will develop the RSWF property in compliance with the PSA.

37 B. Proceeds of sale will be returned to transit's capital fund.

38 C. Transit and Redmond performed separate appraisals of the RSWF property
39 and have agreed to a purchase price of \$1,742,402.

40 SECTION 3. A. Pursuant to K.C.C. 4.56.100, the facilities management division
41 ("FMD") determined that the RSWF property does not meet the criteria for affordable
42 housing.

43 B. Notices were circulated by FMD to other county departments regarding the
44 county's plan to surplus and sell the property. None of the agencies expressed interest.

45 C. Pursuant to K.C.C. 4.56.100, in April 2009, FMD declared the RSWF
46 property surplus to the county's present and foreseeable needs.

47 D. Pursuant to K.C.C. 4.56.080, the King County council must approve sale of
48 real property owned by King County. The proposed ordinance authorizes the executive
49 to execute the PSA, which is Attachment B to this ordinance.

50 SECTION 4. The King County council, having determined that sale of the RSWF

51

52 property is in the best interest of the public, does hereby authorize the King County
53 executive to execute the necessary documents to deliver the RSWF property to Redmond.

54

Ordinance 16660 was introduced on 7/13/2009 and passed as amended by the Metropolitan King County Council on 9/21/2009, by the following vote:

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

No: 0

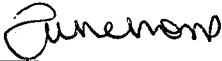
Excused: 1 - Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



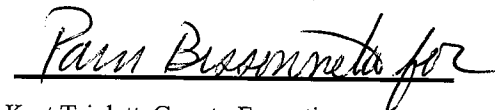
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 1st day of October, 2009.



Kurt Triplett, County Executive

Attachments A. Legal Description, B. Real Estate Purchase and Sale Agreement, dated September 21, 2009

RECEIVED
2009 OCT -1 PM 1:02
CLERK
KING COUNTY COUNCIL

LEGAL DESCRIPTION OF THE RSWF PROPERTY

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER SECTION CORNER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1 OF THE CITY OF REDMOND SHORT PLAT NO. SS-82-17 AS RECORDED UNDER KING COUNTY, WASHINGTON AUDITOR'S FILE NUMBER 8208240404;

THENCE S 89°27'30" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER 99.36 FEET;
THENCE N 00°32'30" W 233.18 FEET;
THENCE N 14°54'30" W 246.72 FEET;
THENCE N 07°05'30" E 52.83 FEET;
THENCE S 82°54'30" E 23.00 FEET;
THENCE N 07°05'30" E 50.00 FEET;
THENCE N 82°54'30" W 23.00 FEET;
THENCE N 07°05'30" E 84.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 913.00 FEET SAID CURVE BEING THE SOUTHERLY LINE OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9903252053; A LINE FROM THE RADIUS POINT OF THIS NON-TANGENT CURVE TO SAID BEGINNING BEARS N 1°47'53" E;
THENCE ALONG SAID CURVE 112.96 FEET THROUGH A CENTRAL ANGLE OF 7°05'19" TO THE WESTERLY BOUNDARY OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 20060525000925;
THENCE ALONG SAID AREA THE FOLLOWING THREE CALLS;
THENCE S 35°46'20" E 53.70 FEET; THENCE S 02°12'52" W 48.04 FEET;
THENCE S 87°47'08" E 21.41 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;
THENCE S 02°12'52" W ALONG SAID EAST LINE 553.91 FEET TO THE NORTH QUARTER SECTION CORNER OF SAID SECTION 6, THE POINT OF BEGINNING.
SAID PORTION CONTAINS 87,120 SQUARE FEET OR 2.00 ACRES OF LAND MORE OR LESS

Attachment B
September 21, 2009**REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of _____, 2009, by and between KING COUNTY, a municipal corporation and political subdivision of the State of Washington (the "Seller" or "County") and CITY OF REDMOND, a municipal corporation of the State of Washington (the "Buyer" or "City"). The County and the City are sometimes collectively referred to as the "Parties" and individually as "Party."

RECITALS

A. The County is the owner of certain real property whose common address is 18655 NE Union Hill Road, Redmond, Washington and more particularly described on **Exhibit A-1** attached hereto and incorporated herein by this reference as if set forth in full (the "County Property"). The County Property is currently developed with a Metro Transit Van Distribution Center, including an associated bioswale and storm water detention pond.

B. The City has plans to develop several regional storm water detention and treatment facilities in the vicinity of the County Property and has determined that a portion of the County Property legally described on **Exhibit A-2** attached hereto and incorporated herein by this reference as if set forth in full (the "Regional Storm Water Facility Property" or "RSWF Property") meets the City's needs. The regional storm water detention and treatment facility the City plans to construct on the RSWF Property shall be referred to herein as the "Regional Storm Water Facility" or "Facility". The "Regional Storm Water Facility Property" or "RSWF Property" will be designated as Lot 2 on the recorded BSP (hereafter defined). The Regional Storm Water Facility Property is the current location of the bioswale and stormwater detention facility serving the current improvements on the County Property.

C. Once this transaction closes, the County will still own approximately 8 acres of ground, which is contiguous to the RSWF Property. The balance of the County Property is legally described on **Exhibit A-3** attached hereto and incorporated herein by this reference as if set forth in full ("VDC Property").

D. In order to accomplish the division of the County Property into 2 separate lots (lots 1 and 2), prior to recording the Deed (hereafter defined), the City and the County will execute and record a binding site plan pursuant to Chapter 58.17 RCW. A copy of the binding site plan is attached hereto as **Exhibit B** and incorporated herein by this reference as if set forth in full ("BSP"). The BSP also reflects various Development Rights (hereafter defined) that will benefit the County.

E. The County has plans to expand the services it provides from the VDC Property via an expansion of the present facility by increasing the number of parking stalls and possibly constructing a car wash sometime in the future.

F. In addition to the Purchase Price (hereafter defined) the County is agreeable to the sale of the RSWF Property to the City provided that the County shall also be allowed certain "Development Rights" (as that term is defined in the Development Agreement [hereafter defined]) on the VDC Property.

In order to preserve these Development Rights, in addition to showing these development rights on the BSP, the Parties agree to execute a development agreement pursuant to RCW 36.70B.170 *et seq.*, attached hereto as **Exhibit C** incorporated herein as if set forth in full ("Development Agreement").

G. The Facility on the RSWF Property will serve the VDC Property and, until constructed, the County shall still require the use of the RSWF Property for all of its stormwater detention needs, the City has agreed to various terms relative to the construction of the Facility all of which are contained on the construction plans known as the "Union Hill Metro Site Regional Detention Pond" prepared by Dowl HKM, attached hereto as **Exhibit D**, and incorporated herein as if set forth in full ("Construction Plans").

H. The **Buyer** shall size and construct the Facility to accommodate all storm water drainage generated by the current improvements on the VDC Property, as well as any improvements that may be constructed on the VDC Property in the future. For the purpose of calculating the amount of the drainage to be accommodated, and for that purpose only, the **Buyer** shall assume that the VDC Property can be developed with one hundred percent (100%) impervious surface. The Facility shall include a manhole on VDC Property allowing for the County's connection to the Facility.

I. The Parties acknowledge that the County would not have entered into this Agreement but for the County being able to develop the VDC Property in accordance with the terms of the Development Agreement, the BSP, and the Construction Plans in such a manner that is both economical and expedient for the County.

J. The Parties desire to reduce their agreements to writing and to fully provide for the purchase the RSWF Property for the benefit of the Parties.

AGREEMENT

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

ARTICLE 1.

SALE OF REGIONAL STORM WATER FACILITY PROPERTY

1.1. LAND TO BE SOLD. Subject to and upon the terms and conditions set forth in this Agreement, **Seller** shall sell, convey, assign, transfer and deliver to **Buyer**, on the Closing Date

(as hereinafter defined in Section 10.1, "Closing/Closing Date", of this Agreement) and **Buyer**, shall buy, assume and accept from **Seller** on the Closing Date the following assets and properties:

- (a) all of **Seller's** right, title and interest in the RSWF Property;
- (b) all of **Seller's** right, title and interest in improvements and structures located on the RSWF Property, if any;

ARTICLE 2. DELIVERY OF DEED AND CONSIDERATION

2.1. PURCHASE PRICE AND PAYMENT. In part consideration of the sale, transfer, conveyance, assignment and delivery of the RSWF Property, **Buyer** shall pay to **Seller** on the Closing Date a monetary consideration in the form of a purchase price of **ONE MILLION SEVEN HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED AND TWO DOLLARS (\$1,742,402.00)** (the "Purchase Price").

2.2 OTHER CONSIDERATION: DEVELOPMENT AGREEMENT. **Seller** and **Buyer** acknowledge, covenant and agree that the **Seller** would not have entered into this transaction without the County being able to develop the VDC Property pursuant to the terms and conditions of the Development Agreement, the BSP and the **Buyer** constructing the Facility in accordance with the Construction Plans each of which is a material part of this transaction and constitutes the other part of the consideration for this Agreement in addition to payment of the Purchase Price. The Parties further acknowledge that the **Seller** could be damaged in the event that the **Buyer** does not develop a regional storm water facility or otherwise fails to accommodate all storm water drainage as provided in Section 7.1.1 and/or does not allow the **Seller** to develop the VDC Property as contemplated in the Development Agreement and the BSP. **Buyer** shall use good faith in interpreting and applying the terms of the Development Agreement and BSP in a manner that gives effect to the **Seller's** intended benefit of those terms.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

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

3.1.1. DEFINITION OF SELLER. The **Seller** is a municipal corporation, political subdivision and home-rule charter county duly organized, validly existing and in good standing under the laws of the State of Washington. As they pertain to this Agreement, **Seller** has all requisite power and authority to carry on its activities as they are now being conducted in the place where such activities are now conducted.

3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT,

AUTHORITY. The execution, delivery and performance of this Agreement by Seller (i) is within the powers Seller, (ii) has been or will be on or before the Closing Date duly authorized by all necessary action of the Seller's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

3.1.3. LITIGATION. There is no pending, or to the best of Seller's knowledge, threatened lawsuit or material claim against or relating to Seller with respect to the RSWF Property, which shall impede or materially affect Seller's ability to perform the terms of this Agreement. There is no pending or, to the best of Seller's knowledge, contemplated condemnation or similar proceeding with respect to the RSWF Property or any part thereof.

3.1.4. ASSESSMENTS. There is no pending, or to the best of Seller's knowledge, contemplated local improvement district or other special assessment or charge with respect to the RSWF Property, except as may be disclosed in the Title Commitment described in Section 4.1.3, "Review of Title Commitment and Survey".

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

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

3.1.7. CONTRACTS. There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the RSWF Property described herein or any portion thereof.

3.1.8. FUTURE AGREEMENTS. From and after the date hereof, unless this Agreement is terminated in accordance with its terms, Seller shall not, without the prior written consent of Buyer:

(i) enter into any agreement, contract, commitment, lease or other transaction that affects the RSWF Property in any way; or

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

3.1.9. MAINTENANCE OF THE REGIONAL STORM WATER FACILITY PROPERTY. Seller shall continue to maintain the RSWF Property in compliance with all

applicable laws and pay all costs of the RSWF Property with respect to the period prior to the Closing Date.

3.1.10. CONDITION OF THE REGIONAL STORM WATER FACILITY PROPERTY. Seller affirms that it has not intentionally withheld any material information concerning environmental matters with respect to the RSWF Property, and to Seller's knowledge of any environment contamination on the RSWF Property.

3.1.11. RISK OF LOSS. Until the Closing Date the risk of loss relating to the RSWF Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain, fire or other occurrence." If the RSWF Property is materially damaged prior to Closing, then Buyer may terminate this Agreement by written notice to Seller delivered within fourteen (14) days after Buyer receives notice of the damage.

3.1.12. Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing Date, an affidavit, as set forth in Exhibit F (Certificate of Non-Foreign Status), evidencing such fact, and such other documents as may be required under the Code.

3.1.13. Limitation on Representations and Warranties. Notwithstanding anything to the contrary in this Section 3.1, all of the representations and warranties contained in this Section 3.1 or any certificate delivered in connection with this Section 3.1 shall survive the Closing for a period of twelve (12) months after the Closing Date, at which time such representations and warranties shall terminate. Notwithstanding the foregoing, Seller shall have no liability (and Buyer shall make no claim against Seller) for a breach of any representation or warranty of Seller under this Section 3.1 or any document executed by Seller in connection with this Section 3.1 (a) if the breach in question constitutes or results from a condition, state of facts, or other matter that was known to the Buyer prior to the end of the Due Diligence Period (hereafter defined), or (b) if the breach in question constitutes or results from a condition, state of fact or other matter that was known to the Buyer prior to Closing and the Buyer elects to proceed with the Closing.

Further notwithstanding anything to the contrary contained in this Agreement, if the Closing shall have occurred: (a) Seller shall have no liability (and Buyer shall make no claim against Seller) for a breach of any representation or warranty or any other obligation of Seller under this Section 3.1 or any document executed by Seller in connection with this Section 3.1, unless the valid claims for all such breaches collectively aggregate to more than \$10,000.00; (b) the liability of Seller under this Section 3.1 and such documents is limited to, in the aggregate, the actual damages incurred by Buyer as a result of such default;) in no event shall Seller be liable for any consequential or punitive damages; and (d) in no event shall Seller be liable for any claims asserted more than twelve (12) months after Closing.

3.2. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants as follows:

3.2.1. ORGANIZATION. The Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington. As they pertain to this Agreement, Buyer has all requisite power and authority to carry on its activities as they are now being conducted in the place where such activities are now conducted.

3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Seller (i) is within the powers Buyer, (ii) has been or will be on or before the Closing Date duly authorized by all necessary action of the Buyer's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Buyer is a party or which is presently in effect and applicable to Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms thereof.

3.2.3. LITIGATION. There is no pending, or to the best of Buyer's knowledge, threatened lawsuit or material claim against or relating to Buyer that shall impede or materially affect Buyer's ability to perform the terms of this Agreement.

3.2.4. FULL DISCLOSURE. No representation or warranty by Buyer in this Agreement or in any instrument, 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 or fails to state a material fact which is necessary to make the statements set forth therein not false or misleading.

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

3.2.6. CONDITION OF THE REGIONAL STORM WATER FACILITY PROPERTY. Buyer acknowledges that, within the Due Diligence Period, Buyer will have conducted or will have had the opportunity to conduct a complete and comprehensive, physical inspection and made all investigations Buyer deems necessary in connection with its purchase of the RSWF Property, and that, as of the date hereof, Seller has provided Buyer with copies of all reports in Seller's possession that have been requested by Buyer in writing. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, "Contingencies", and except to the extent of Seller's representations and warranties in Section 3.1.10, Buyer will be deemed to have approved the physical condition of the RSWF Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil ("hazardous substances") or the actual or threatened release, deposit

seepage, migration or escape of such hazardous substances at or within the RSWF Property and the compliance or noncompliance of the RSWF Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1.10, "Condition of the Regional Storm Water Facility Property", of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the RSWF Property, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller; provided that nothing in this Agreement shall be deemed to waive any statutory claim for contribution that Buyer might have against Seller under federal or state environmental statutes that arises from Hazardous Substances deposited or released on the RSWF Property during Seller's period of ownership.

3.2.7. REGIONAL STORM WATER FACILITY PROPERTY ACQUISITION AND REDEVELOPMENT. Except as provided for in this Agreement or in the Development Agreement, no costs of any nature associated with the purchase of the Regional Storm Water Facility Property or redevelopment of the Regional Storm Water Facility Property will ever be or become an obligation of the Seller, and the Buyer shall be solely responsible for all costs associated with the acquisition of the Regional Storm Water Facility Property and redevelopment of the Regional Storm Water Facility Property.

3.2.8 NO-CONDEMNATION. Buyer acknowledges the VDC Property is currently subject to a public use by Seller and, therefore, the Buyer shall not ever attempt to condemn the VDC Property while the VDC Property is held for public use.

ARTICLE 4. TITLE MATTERS

4.1 TITLE. Seller shall deliver to Buyer good and marketable title, free and clear of all liens, defects and encumbrances except for the Permitted Exceptions (as defined in Section 4.1.3, "Review of Title Commitment and Survey", of this Agreement).

4.1.1 TITLE COMMITMENT. Buyer agrees to immediately request an update or supplement to the preliminary commitment for a ALTA Standard Coverage Buyer's Policy of Title Insurance under Order Number 677953 issued by: **Pacific Northwest Title Insurance Company of Washington, Inc.**

4.1.2 SURVEY. Prior to the expiration of the Due Diligence Period (as defined in Section 5.1, "Due Diligence and Feasibility", of this Agreement), Buyer shall have the option, at its expense, to have prepared and furnished to the Title Company, Buyer, and Seller, a survey (the "Survey") of the RSWF Property prepared by a licensed public surveyor.

4.1.3 REVIEW OF TITLE COMMITMENT AND SURVEY. Buyer shall have until fourteen (14) days after receipt of the last dated Title Commitment and Survey, if any has been obtained, but no later than thirty (30) days prior to the Closing Date (the "Review Period"), in which to notify Seller of any objections Buyer has to any matters shown or referred to in the

Title Commitment or Survey. Any exceptions or other items that are set forth in the Title Commitment or the Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions (the "Permitted Exceptions"). The Deed Restriction (hereafter defined) shall be a Permitted Exception. With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's notice of objections of any exceptions to the title or items on the Survey which Seller is not willing or able to remove or otherwise resolve, and Buyer may, at Buyer's option, either waive the objections not cured or Buyer may terminate this Agreement by written notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by Seller at Closing.

4.2. CONVEYANCE. Seller shall convey the title to the RSWF Property by Bargain and Sale Deed in the form attached hereto as Exhibit E (the "Deed"), subject only to Permitted Exceptions.

ARTICLE 5. CONTINGENCIES

5.1. BUYER'S CONTINGENCY

5.1.1 DUE DILIGENCE AND FEASIBILITY. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion, that the condition of the RSWF Property for Buyer's contemplated use meets with its approval. If Buyer approves of the condition of the RSWF Property, Buyer agrees to notify Seller, in writing, thereby removing the contingency. Buyer shall make such determination within sixty (60) days following the date of mutual execution of this Agreement (the "Due Diligence Period"), or sixty (60) days following the issuance of a revised King County Special Use Permit, as addressed in subsection 5.1.3 below, whichever is executed or issued later. In the event this contingency is not satisfied or waived within the Due Diligence Period, Buyer may terminate this Agreement upon written notice to Seller on or before the expiration of the Due Diligence Period, and neither Party shall have any further rights or obligations to the other hereunder. If Buyer fails to provide timely written notice of termination, then the contingency shall be deemed waived or satisfied.

5.1.2. INSPECTIONS. During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at Buyer's expense to perform any and all tests, inspections and studies deemed necessary and to examine all Due Diligence materials that Buyer may request from Seller.

5.1.3. BUYER'S ACCESS TO RSWF PROPERTY. Buyer and Buyer's designated representatives or agents have had a right to enter the RSWF Property area for investigative activities and tasks associated with its due diligence and feasibility review and with its developing design and construction plans of the Facility pursuant to King County Special Use Permit No. S-115-08. Seller will amend this Special Use Permit, at no additional expense to Buyer, to allow Buyer to conduct tests, investigations and studies reasonably necessary to

perform its due diligence and feasibility review; provided tests such as drilling or excavation shall be subject to Seller's prior written approval. The Buyer will not be permitted to undertake activities that materially damage the RSWF Property. In addition, such right of entry will be limited to those times and dates that will not disrupt Seller's operations and activities on the RSWF Property.

5.1.4. ASSISTANCE WITH DUE DILIGENCE. Seller shall fully and promptly cooperate with Buyer's due diligence activities, provided that such cooperation is at no material additional expense or liability to Seller. Seller shall promptly deliver to Buyer all documents and materials concerning the RSWF Property which Buyer may request in writing during the Due Diligence Period (as defined in Section 5.1, Due Diligence and Feasibility", of this Agreement) that are in Seller's possession or control. Seller makes no representations or warranties regarding the accuracy of any documents and/or materials prepared or delivered to Buyer by Seller or any third party in connection with this Agreement.

ARTICLE 6. COVENANTS OF SELLER

6.1. CONDUCT, NOTICE OF CHANGE PRIOR TO CLOSING. Seller covenants that between the date hereof and the Closing Date, 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 that all covenants of Seller set forth in this Agreement which are required to be performed by Seller at or prior to the Closing Date shall have been performed at or prior to the Closing Date as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement, which occurs prior to the Closing Date.

ARTICLE 7. COVENANTS OF BUYER

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

7.1.1 Stormwater Facilities. Buyer shall at all times, including prior to

construction of the Facility, be responsible for accommodating – on property other than the VDC Property - all storm water drainage generated by the current improvements on the VDC Property, as well as any improvements that may be constructed on the VDC Property in the future. **Buyer** shall construct the Facility in substantial compliance with the Construction Plans attached hereto as **Exhibit D**. Nothing in this section shall be construed as requiring the County to approve any minor changes in construction plans or designs for the Facility and the design and construction shall be within the discretion of the **Buyer** as long as the Facility collect and treats the stormwater from the VDC Property as provided herein. If, for whatever reason, the Facility is unable to accommodate any or all storm water drainage generated by the current improvements on the VDC Property, as well as any improvements that may be constructed on the VDC Property in the future, the **Buyer** shall, at its sole cost, provide alternative or additional storm water facilities (not located on the VDC Property) to accommodate all storm water drainage generated by the current improvements on the VDC Property, as well as any improvements that may be constructed on the VDC Property in the future.

7.1.2 Deed Restriction. The covenant in Section 7.1.1 shall be memorialized by the “Deed Restriction” in the Deed as shown in **Exhibit C** to **Exhibit E** hereto. The **Seller** and its successors in interest shall have standing to enforce the covenants contained in the Deed Restriction against **Buyer**. The covenants in the Deed Restriction shall be enforced with the remedies set forth in Section 12.2 of this Agreement. **Seller** and **Buyer** further agree that these covenants may also be enforced by the **Seller** as a matter of contract through this Agreement, and that these covenants shall be binding obligations on **Buyer** when this Agreement becomes effective and shall survive Closing.

ARTICLE 8. CONDITIONS PRECEDENT TO BUYER’S OBLIGATIONS

All obligations of **Buyer** hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing Date and **Seller** shall diligently attempt to cause each such condition to be fulfilled:

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

8.2. REPRESENTATIONS AND WARRANTIES. All representations and warranties 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 Date 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 **Buyer** has objected within the time specified in Section 4.1.3, “Review of Title Commitment and Survey”, shall have been cured by the **Seller**, unless such objections have been

waived by Buyer. The Buyer shall be satisfied that the Title Company will commit to issue an owner's standard policy of title insurance containing no exceptions other than the Permitted Exceptions and the customary pre-printed general exceptions and exclusions to the policy.

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

8.6 CONDEMNATION. No portion of the RSWF Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the RSWF Property to any such body in lieu of condemnation.

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 Date and Buyer shall diligently attempt to cause each such condition to be so fulfilled:

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

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

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

9.4 APPROVAL OF BINDING SITE PLAN AND DEVELOPMENT AGREEMENT. At the Buyer's sole cost, except the Seller's own staff costs in providing input on the BSP and Development Agreement and any other costs associated with the design of any proposed redevelopment of the VDC Property by the County, the BSP and Development Agreement shall be approved by the City of Redmond and be ready for recording with the King County Recorder prior to recording the Deed. The Seller agrees to sign the application, to provide any Seller-required input and modifications to the BSP and/or Development Agreement in order to accommodate future development of the VDC Property by the Seller. The Seller also agrees to reasonably cooperate fully with the Buyer as necessary to complete the BSP and Development Agreement approval and record the BSP, including providing any information in the Seller's possession that may be relevant to the BSP and/or Development Agreement application process.

**ARTICLE 10.
CLOSING**

10.1 CLOSING/CLOSING DATE. The Closing shall take place no later than thirty (30) days after an ordinance adopted by the King County Council authorizing this transaction becomes effective or thirty (30) days after Buyer approves its feasibility contingency pursuant to Section 5.1, **whichever is later** or such earlier date as may be mutually agreed upon by the Parties, unless extended pursuant to a written agreement executed by Buyer and Seller (the "Closing Date"). Upon execution of this Agreement, the Parties agree to set up an escrow account with Pacific Northwest Title Company of Washington, Inc. (the "Escrow Agent"), **Seattle Office**. The Escrow Agent shall serve as closing agent for the transaction contemplated herein. The title, right of possession and interest to the RSWF Property shall pass to Buyer upon the Closing Date and thereafter the risk of loss thereof shall be the responsibility of Buyer.

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

10.2.1. CLOSING COSTS. Seller shall pay the cost of one-half (1/2) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, if any, and its own attorneys' fees. Buyer shall pay one-half (1/2) of the escrow fee charged by the Escrow Agent, the cost of title commitments and title insurance policies and any required endorsements from the Title Company, the recording fees for the Deed and its own attorneys' fees. Except as otherwise provided in Section 10.2, "Prorations", of this Agreement, all other expenses hereunder shall be paid by the Party incurring such expense.

10.2.2. TAXES. Seller is exempt by law from the payment of real property *ad valorem* taxes on the RSWF Property. Any "Other Charges" that would be typically due and owing with any real property taxes will be prorated to Closing Date.

10.3. MONETARY LIENS, ASSESSMENTS AND REIMBURSEMENTS. Except as otherwise expressly provided to the contrary in this Agreement, Seller shall pay or cause to be satisfied at or before the Closing Date all monetary liens, LID assessments, special assessments and/or reimbursement agreement assessments (as are currently assessed and of record) on or with respect to all or any portion of the RSWF Property. If Seller fails to satisfy said liens, the Purchase Price shall be reduced by the amounts due to satisfy and discharge the liens.

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

- (a) The Deed as set forth in **Exhibit E**;
- (b) Seller's Certificate of Non-Foreign Status as set forth in **Exhibit F**; and
- (c) The Development Agreement as set forth in **Exhibit C** (to be signed by Seller and Buyer);

(d) The Binding Site Plan as set forth in Exhibit B (to be acknowledged by the Buyer)

10.5. BUYER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING. At the Closing, Buyer shall deliver to Seller the following properly executed documents and funds:

- (a) Cash or immediately available funds in the amount of the Cash Purchase Price;
- (b) The Development Agreement as set forth in Exhibit C (to be signed and accepted by Seller).
- (c) The Binding Site Plan as set forth in Exhibit B (to be signed and accepted by Seller).

ARTICLE 11. TERMINATION

11.1 TERMINATION BY EITHER PARTY. A 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, "Conditions Precedent to Buyer's Obligations", and 9, "Conditions Precedent to Seller's Obligations", as applicable, has not been satisfied by the Closing Date. In that event, if neither Party is in default under this Agreement, the Parties shall have no further obligations or liabilities to one another, and all documents and funds delivered into escrow shall be returned to the appropriate Party.

ARTICLE 12 MISCELLANEOUS PROVISIONS

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

12.2 DEFAULT AND ATTORNEYS' FEES. In the event of default by either Party to this Agreement, the non-defaulting Party shall have the right to bring an action for specific performance, damages and any other remedies available to such Party at law or in equity. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. In any action to enforce a Party's rights under this Agreement, the prevailing Party shall be entitled to an award of its reasonable attorney's fees and costs in addition to any other relief or remedy granted. Interest on any amount owed shall run at ten percent (10%) per annum (unless this percentage exceeds the statutory maximum, then the

interest shall be at the highest rate allowed by law) from the date due.

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 (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 Buyer:

Debby Wilson
Real Property Manager
City of Redmond MS: 4NPW
P.O. Box 97010
Redmond, WA 98073-9710

With a copy to:

James E. Haney
City Attorney
City of Redmond MS: 4NEX
Redmond, WA 98073-9710

If to Seller:

King County Metro Transit Division
Attn: Manager, Design & Construction
201 South Jackson Street
MS: KSC-TR-0431
Seattle, WA 98104-3856
Fax No.: (206) 684-1900

With a copy to:

King County Prosecuting Attorney
Attn: Scott Johnson
900 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104
Fax No.: (206) 296-0420

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

12.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, 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.

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

12.8. BINDING EFFECT. Subject to Section 12.14, "Assignment", below, this Agreement shall be binding upon and inure to the benefit of each Party hereto, its successors and assigns.

12.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

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

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

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

12.13. NON-MERGER. The terms and provisions of this Agreement will not merge in, but will survive, the Closing of the transaction contemplated under this Agreement. All Exhibits and Recitals referenced in this Agreement are herein incorporated by reference and shall be considered as material terms of this Agreement.

12.14. ASSIGNMENT. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent may be withheld by the non-assigning Party in its sole and absolute discretion. No assignment shall release or otherwise relieve Buyer or Seller from any obligations hereunder.

12.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. All Parties acknowledge and represent, as an express term of

this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on his/her/its behalf regarding legal review of the terms found in this Agreement.

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

EXHIBIT A-1	LEGAL DESCRIPTION OF THE COUNTY PROPERTY
EXHIBIT A-2	LEGAL DESCRIPTION OF THE RSWF PROPERTY
EXHIBIT A-3	LEGAL DESCRIPTION OF THE VDC PROPERTY
EXHIBIT B	BINDING SITE PLAN
EXHIBIT C	DEVELOPMENT AGREEMENT
EXHIBIT D	CONSTRUCTION PLANS
EXHIBIT E	Bargain Sale Deed With Restrictive Covenant
EXHIBIT F	Certificate of Non-Foreign Status

EXECUTED as of the date and year first above written:

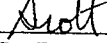
KING COUNTY, a political subdivision of the
State of Washington (SELLER)
Asset Development and Management Section

By: _____

Name: _____

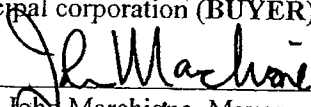
Title: Manager

Approved as to Form:

By: 
Sr. Deputy Prosecuting Attorney

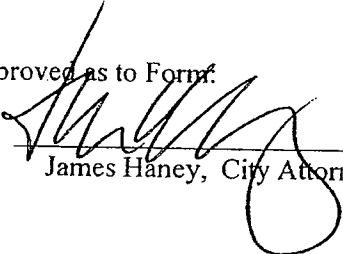
Date: _____

CITY OF REDMOND, a Washington
municipal corporation (BUYER)

By: 
John Marchione, Mayor

Date: 5/6/09

Approved as to Form:

By: 
James Haney, City Attorney

[ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF WASHINGTON

COUNTY OF KING

} ss.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2009.

Printed Name _____

NOTARY PUBLIC in and for the State of Washington,

Residing at _____

My Commission Expires _____

STATE OF WASHINGTON

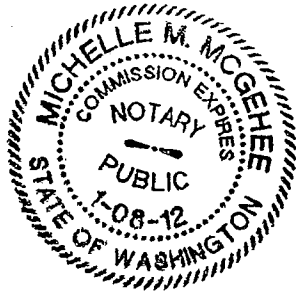
COUNTY OF KING

}

SS.

I certify that I know or have satisfactory evidence that **John Marchione** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of the City of Redmond for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this 6 day of May, 2009.



Michelle M. McGehee

Printed Name Michelle M. McGehee

NOTARY PUBLIC in and for the State of Washington

Residing at City of Redmond

My Commission Expires 01/08/2012

[END OF ACKNOWLEDGEMENTS]

EXHIBIT A-1

LEGAL DESCRIPTION OF THE COUNTY PROPERTY

LOT 1, CITY OF REDMOND SHORT PLAT NUMBER SS-82-17 ("QUESTAR SHORT PLAT ONE") RECORDED UNDER KING COUNTY RECORDING NUMBER 8208240404, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND FOR ROAD BY DEEDS RECORDED UNDER RECORDING NUMBERS 9903252053 AND 20060525000925.

EXHIBIT A-2

**LEGAL DESCRIPTION OF THE RSWF PROPERTY
METRO TRANSIT FACILITY BSP LOT 2**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1 OF THE CITY OF REDMOND SHORT PLAT NO. SS-82-17 AS RECORDED UNDER KING COUNTY, WASHINGTON AUDITOR'S FILE NUMBER 8208240404;

THENCE S 89°27'30" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER 99.36 FEET;
THENCE N 00°32'30" W 233.18 FEET;
THENCE N 14°54'30" W 246.72 FEET;
THENCE N 07°05'30" E 52.83 FEET;
THENCE S 82°54'30" E 23.00 FEET;
THENCE N 07°05'30" E 50.00 FEET;
THENCE N 82°54'30" W 23.00 FEET;
THENCE N 07°05'30" E 84.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 913.00 FEET SAID CURVE BEING THE SOUTHERLY LINE OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9903252053; A LINE FROM THE RADIUS POINT OF THIS NON-TANGENT CURVE TO SAID BEGINNING BEARS N 1°47'53" E;
THENCE ALONG SAID CURVE 112.95 FEET THROUGH A CENTRAL ANGLE OF 7°05'19" TO THE WESTERLY BOUNDARY OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 20060525000925;
THENCE ALONG SAID AREA THE FOLLOWING THREE CALLS;
THENCE S 35°46'20" E 53.70 FEET; THENCE S 02°12'52" W 48.04 FEET;
THENCE S 87°47'08" E 21.41 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;
THENCE S 02°12'52" W ALONG SAID EAST LINE 553.91 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, THE POINT OF BEGINNING.
SAID PORTION CONTAINS 87,120 SQUARE FEET OR 2.00 ACRES OF LAND, MORE OR LESS.

*RSWF Property
Revised 6/3/09 -- edit quarter corner reference*

EXHIBIT A-3

**LEGAL DESCRIPTION OF THE VDC PROPERTY
METRO TRANSIT FACILITY BSP LOT 1**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1 OF THE CITY OF REDMOND SHORT PLAT NO. SS-82-17 AS RECORDED UNDER KING COUNTY, WASHINGTON AUDITOR'S FILE NUMBER 8208240404; THENCE S 89°27'30" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER 99.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING S 89°27'30" W 545.16 FEET;

THENCE ALONG THE WESTERN BOUNDARY OF SAID LOT 1 THE FOLLOWING FOUR COURSES:

THENCE N 15°35'49" W 115.56 FEET; THENCE N 04°45'36" W 330.49 FEET;

THENCE N 24°32'49" E 125.48 FEET; THENCE N 09°56'59" W 37.28 FEET TO THE SOUTHERLY MARGIN OF UNION HILL ROAD, SAID SOUTHERLY MARGIN BEING 42.00 FEET SOUTHERLY FROM THE CENTERLINE SHOWN ON KING COUNTY ROAD PLANS UNION HILL ROAD, AVONDALE ROAD - 196TH AVENUE SURVEY NO 12-25-5-5;

THENCE N 80°03'01" E 334.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 913.00 FEET SAID CURVE BEING THE SOUTHERLY LINE OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9903252053;

THENCE ALONG SAID CURVE 187.20 FEET THROUGH A CENTRAL ANGLE OF 11°44'52";

THENCE S 07°05'30" W 84.37 FEET;

THENCE S 82°54'30" E 23.00 FEET;

THENCE S 07°05'30" W 50.00 FEET;

THENCE N 82°54'30" W 23.00 FEET;

THENCE S 07°05'30" W 52.83 FEET;

THENCE S 14°54'30" E 246.72 FEET;

THENCE S 00°32'30" E 233.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTION CONTAINS 349,436 SQUARE FEET OR 8.02 ACRES OF LAND, MORE OR LESS.

VDC Property

Revised 6/3/09 - edit quarter corner reference

DECLARATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE LAND HEREIN DESCRIBED, HEREBY MAKE A BINDING SITE PLAN PURSUANT TO CHAPTER 35.17.040 (4) R.C.W. AND DECLARE THIS BINDING SITE PLAN TO BE A DRAINAGE REPRESENTATION OF SAME, AND THAT SAID BINDING SITE PLAN HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER.

IN WITNESS WHEREOF, I SET MY HAND AND SEAL

KING COUNTY, A POLITICAL SUBDIVISION

(NAME OF DECLARER)

SIGNER

SIGNER'S TITLE

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF KING } 53

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT, ON DATE STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: _____
SIGNATURE OF NOTARY PUBLIC: _____
TITLE: _____
BY APPOINTMENT EXPIRES: _____

OFFICE OF FINANCE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS OR FOR OTHER PUBLIC USE, ARE PAID TO DATE THIS _____ DAY OF _____, 20__.

DIRECTOR OF FINANCE, CITY OF REDMOND

RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF REDMOND THIS _____ DAY OF _____, 20__ AT _____ MINUTES PAST _____ AND RECORDED IN VOLUME _____ OF PLATS, PAGES _____ RECORDS OF KING COUNTY, WASHINGTON.

ROBERT M. FITZMAURICE, PLS.
SUPERVISOR'S NAME
MANAGER SUPERINTENDENT OF RECORDS

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20__ DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

CITY OF REDMOND APPROVALS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20__

CITY OF REDMOND

I HEREBY CERTIFY THAT THIS BINDING SITE PLAN IS ONLY APPROVED BY THE CITY OF REDMOND TECHNICAL REVIEW COMMITTEE.

DIRECTOR OF PUBLIC WORKS DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT

RESTRICTIONS

- 1. NO FURTHER SUBDIVISION OF ANY LOT OR TRACT SHALL BE PERMITTED WITHOUT APPROVAL OF AN APPROPRIATE SUBDIVISION PROCEDURE BY THE CITY OF REDMOND.
- 2. THIS BINDING SITE PLAN IS SUBJECT TO THE CONDITIONS OF THE TECHNICAL COMMITTEE BINDING SITE PLAN NOTICE OF REDMOND TRANSMITTAL LETTER DATED FEBRUARY 27, 2009, AS AMENDED BY THE TECHNICAL COMMITTEE AMENDMENTS TO BINDING SITE PLAN NOTICE OF REDMOND TRANSMITTAL LETTER DATED MARCH 13, 2009, COPIES OF WHICH ARE CONTAINED IN CITY OF REDMOND FILE NO. 1000431.
- 3. LOT 2 SHALL NOT BE PERMITTED DIRECT ACCESS TO THE UNION HILL RD.

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PERMETER BOUNDARY OF THIS BINDING SITE PLAN AS REPRESENTED HEREON IS TRUE AND CORRECT AND IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION _____ TOWNSHIP _____ NORTH RANGE _____ EAST; W. J. THAT THE COMPASSES AND DISTANCES ARE SHOWN CORRECTLY HEREON, AND THAT THE PERMETER BOUNDARY AND INTERIOR LOT CORNERS WILL BE STAKED CORRECTLY ON THE GROUND.

ROBERT M. FITZMAURICE, PLS.
CERTIFICATE NO. 32437

LEGAL DESCRIPTION

LOT 1, CITY OF REDMOND SHORT PLAT NUMBER 55-02-17 ("QUESTAR SHORT PLAT ONE") RECORDED UNDER KING COUNTY RECORDING NUMBER 80304044, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND FOR ROAD BY DEEDS RECORDED UNDER RECORDING NUMBERS 800322093 AND 2006052000925.

DRAINAGE COVENANT

DRAINAGE WATERS FROM ANY LOT, LOT, RIGHT-OF-WAY OR OTHER REAL PROPERTY, THAT NATURALLY ENTER ANY LOT OR LOTS WITHIN THIS BINDING SITE PLAN AND THAT ENTER ANY LOT OR LOTS IN THIS BINDING SITE PLAN WITHIN CONSTRUCTED DRAINAGEWAYS THAT ARE SHOWN ON CITY-APPROVED CONSTRUCTION DRAWINGS FOR THIS BINDING SITE PLAN SHALL BE RECEIVED AND NOT BLOCKED FROM ENTERING AT THEIR HISTORICAL LOCATION OR AT THEIR NATURAL LOCATION ON AN SAO CITY-APPROVED DRAINAGEWAYS, WITHIN EACH LOT, THE DOWNSLOPE AND YARD DRAINS SHALL CONNECT TO THE STORM DRAINAGE SYSTEM. MAINTENANCE, OPERATION AND REPAIR OF BUILDING AND LOT DRAINS SERVING PRIVATE PROPERTIES SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF THE PROPERTIES SERVED. ON PRIVATE PROPERTY, STORM DRAINS THAT DO NOT CONSTITUTE PART OF A CONTINUOUS CONSTRUCTED DRAINAGE SYSTEM SERVING DEVELOPED CITY PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNERS; HOWEVER, CITY-OWNED STORM DRAINS LYING WITHIN EASEMENTS GRANTED TO THE CITY SHALL BE MAINTAINED BY THE CITY.

LOT 2 OF THIS BINDING SITE PLAN IS TO BE DEVELOPED AS A REGIONAL DETENTION FACILITY. A PORTION OF THE FACILITY'S CAPACITY IS HEREBY RESERVED FOR THE EXISTING AND PROPOSED DEVELOPMENT OF LOT 1 SHOWN HEREON.

SURVEYOR'S NOTES

THIS SURVEY WAS PERFORMED DURING THE MONTHS OF SEPTEMBER, 2008, AND JANUARY OF 2009. ALL MONUMENTS SHOWN HEREON WERE NOTED DURING THE COURSE OF THOSE SURVEYS. INSTRUMENTATION FOR THIS SURVEY WAS A TOPCON 3 SECOND TOTAL STATION WITH ELECTRONIC MEASURING UNIT CALIBRATED AT AN N.C.E.S. MAKING IN THE YEAR THE SURVEY WAS PERFORMED, AND A TOPCON HIPER GPS UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

VICINITY MAP

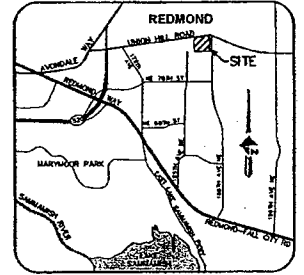


EXHIBIT B



DOWL HKM
8400 164TH AVENUE NE, REDMOND, WA 98052
TEL: (425) 889-3870 FAX: (425) 889-3878

DWN. BY	DATE	JOB NO.
JMN	2009-06-09	512879
CRD. BY	FILE NO.	SHEET
RMF	S305-99A	1 OF 8

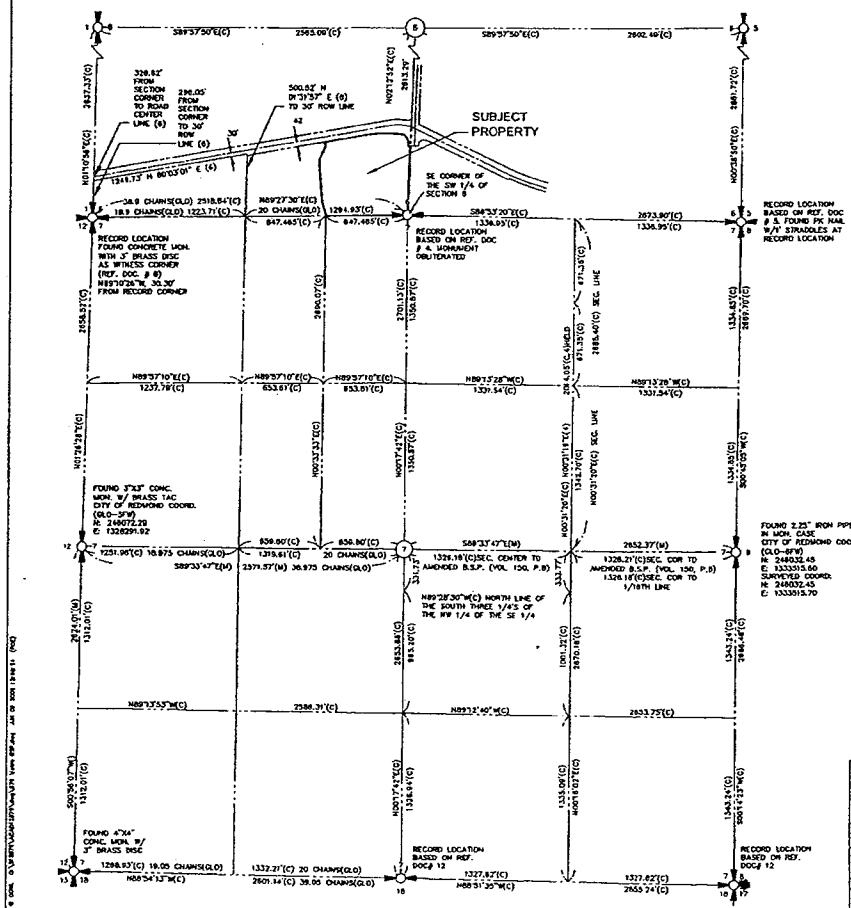
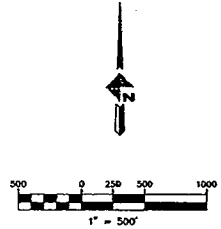
UNION HILL METRO SITE
REGIONAL STORMWATER FACILITY
BINDING SITE PLAN
CITY OF REDMOND DEVELOPMENT NO. DEV080090
CITY OF REDMOND FILE NO. 1000451

A PORTION OF THE SW 1/4, SEC. 6, T.23N., R.8E., W.M., KING COUNTY, WA.

T.L.N. 0625069016

CITY OF REDMOND, KING COUNTY, WASHINGTON

SECTION BREAKDOWN



LEGEND

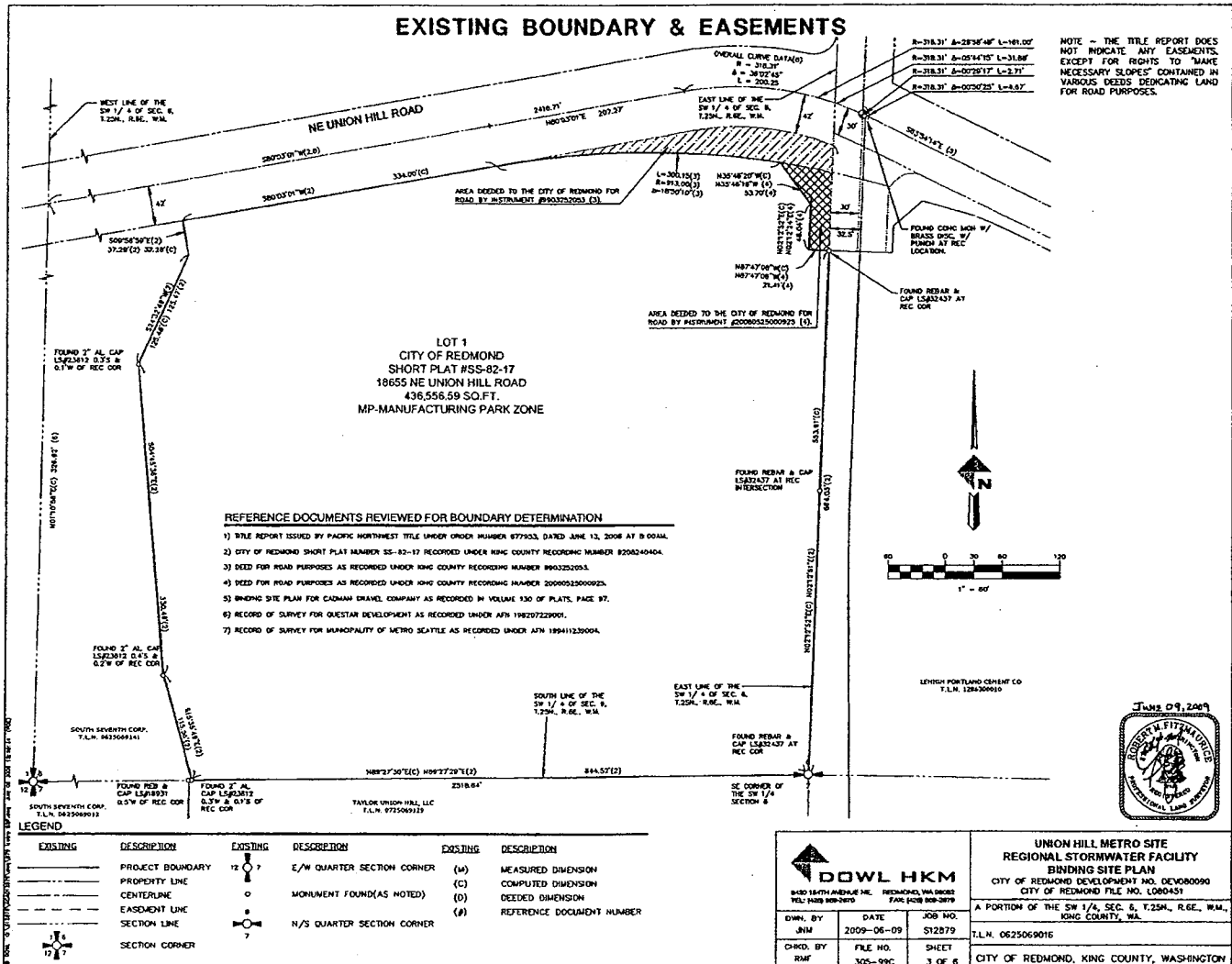
EXISTING	DESCRIPTION
---	PROJECT BOUNDARY
---	PROPERTY LINE
---	CENTERLINE
---	EASEMENT LINE
---	SECTION LINE
○	SECTION CENTER
⊕	SECTION CORNER
⊕	N/S QUARTER SECTION CORNER
⊕	E/W QUARTER SECTION CORNER
(M)	MEASURED DIMENSION
(C)	COMPUTED DIMENSION
(GLO)	DIMENSION FROM GLO NOTES
(#)	REFERENCE DOCUMENT NUMBER

HORIZONTAL CONTROL
 BASIS OF BEARING - REDMOND CITY HORIZONTAL CONTROL NOTEBOOK, PUBLISHED 1983 (SPCS 83N)
 BASIS OF BEARING, SOUTH 89°35'47" EAST, OBTAINED BY INVERSIING BETWEEN THE COORDINATES OF THE CITY OF REDMOND MONUMENT GLO-378 TO THE CITY OF REDMOND MONUMENT GLO-878.



<p>DOWL HKM 1402 144TH AVENUE NE, REDMOND, WA 98052 TEL: (425) 888-2870 FAX: (425) 888-2879</p>		UNION HILL METRO SITE REGIONAL STORMWATER FACILITY BINDING SITE PLAN CITY OF REDMOND DEVELOPMENT NO. DEVR080090 CITY OF REDMOND FILE NO. L060481	
		A PORTION OF THE SW 1/4, SEC. 6, T.29N., R.5E., W.M., KING COUNTY, WA.	
DWN. BY JNM	DATE 2009-06-09	JOB NO. S12879	T.L.N. 0623060016
CHD. BY RMF	FILE NO. S305-998	SHEET 2 OF 6	CITY OF REDMOND, KING COUNTY, WASHINGTON

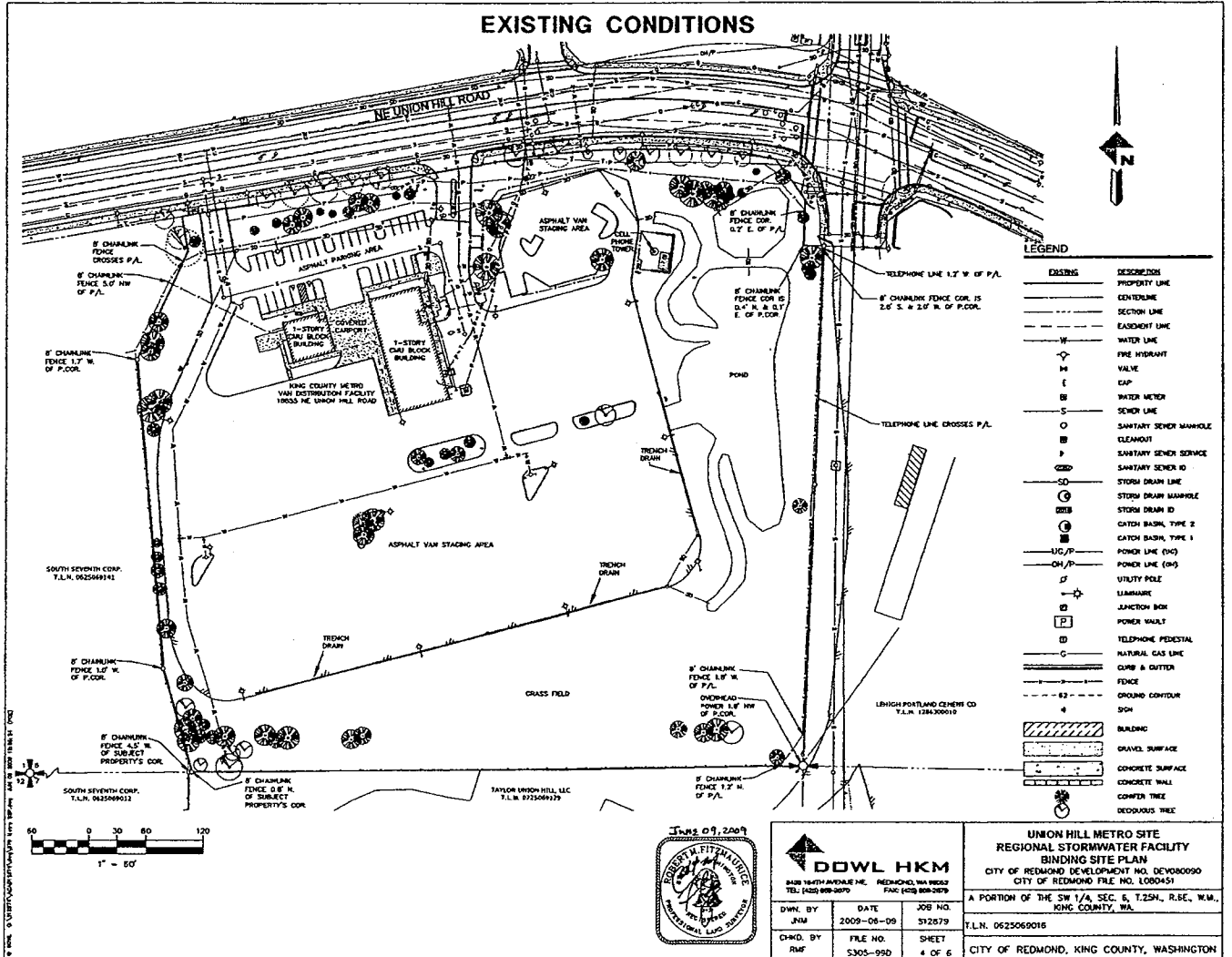
EXISTING BOUNDARY & EASEMENTS



NOTE - THE TITLE REPORT DOES NOT INDICATE ANY EASEMENTS, EXCEPT FOR RIGHTS TO "MAKE NECESSARY SLOPES" CONTAINED IN VARIOUS DEEDS DEDICATING LAND FOR ROAD PURPOSES.



EXISTING CONDITIONS



EXISTING	DESCRIPTION
---	PROPERTY LINE
---	CENTERLINE
---	SECTION LINE
---	EASEMENT LINE
---	WATER LINE
---	FIRE HYDRANT
---	VALVE
---	CAP
---	WATER METER
---	SEWER LINE
---	SANITARY SEWER MANHOLE
---	CLEANOUT
---	SANITARY SEWER SERVICE
---	SANITARY SEWER ID
---	STORM DRAIN LINE
---	STORM DRAIN MANHOLE
---	STORM DRAIN ID
---	CATCH BASIN, TYPE 2
---	CATCH BASIN, TYPE 1
---	POWER LINE (10)
---	POWER LINE (20)
---	UTILITY POLE
---	LIAMHARE
---	LANTRON BOX
---	POWER MAULT
---	TELEPHONE PEDESTAL
---	NATURAL GAS LINE
---	CURB & GUTTER
---	FENCE
---	GROUND CONTOUR
---	SDH
---	BUILDING
---	GRAVEL SURFACE
---	CONCRETE SURFACE
---	CONCRETE WALL
---	CONCRETE TREE
---	DECIDUOUS TREE

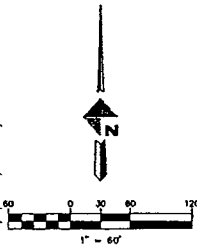
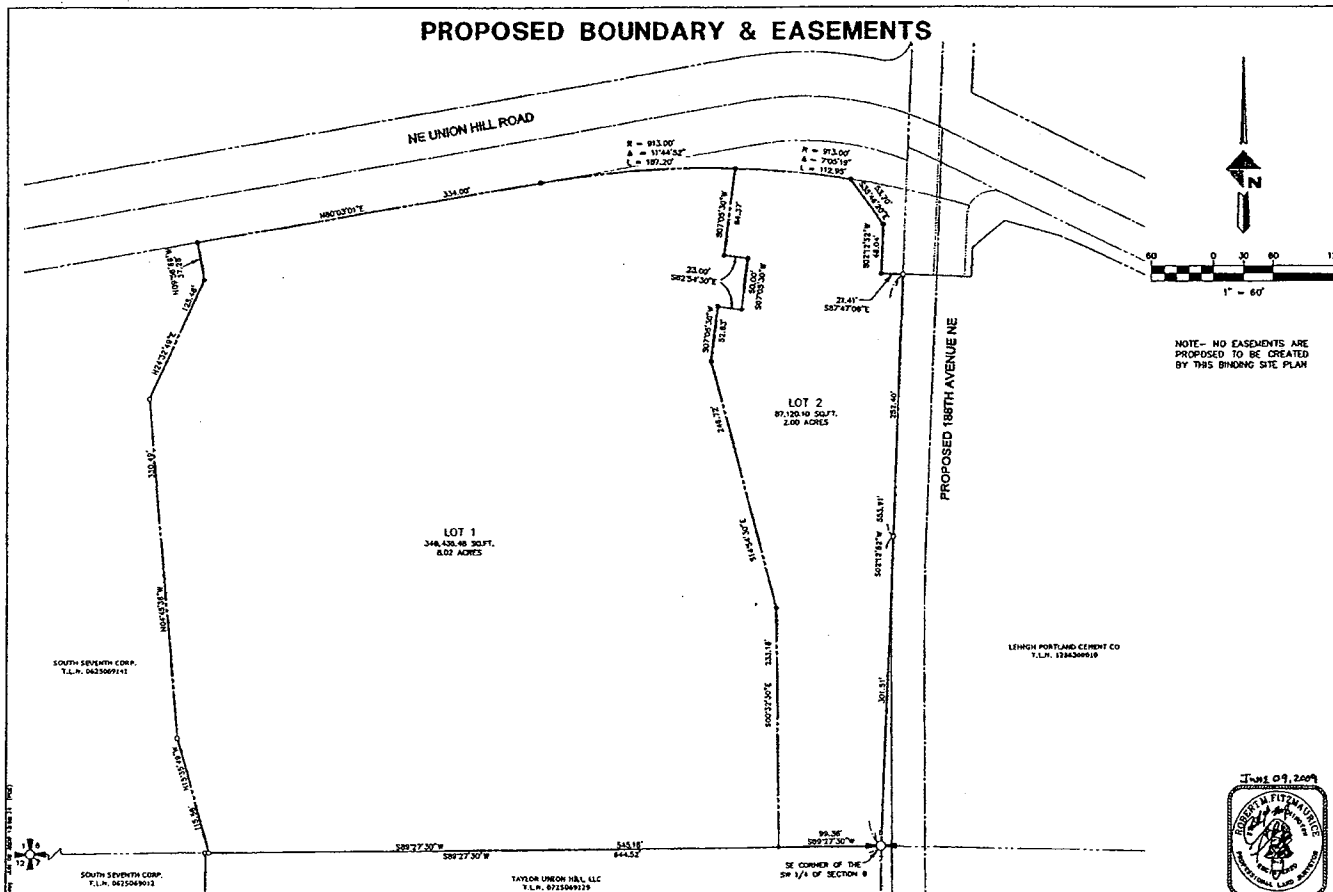


DOWL HKM
 8420 164TH AVENUE NE, REDMOND, WA 98073
 TEL: (425) 889-2870 FAX: (425) 889-2879

DWN. BY	DATE	JOB NO.
JVM	2009-06-09	312879
CHKD. BY	FILE NO.	SHEET
RMF	5305-95D	4 OF 6

UNION HILL METRO SITE
REGIONAL STORMWATER FACILITY
BINDING SITE PLAN
 CITY OF REDMOND DEVELOPMENT NO. DEV080090
 CITY OF REDMOND FILE NO. L080451
 A PORTION OF THE SW 1/4, SEC. 6, T.25N., R.6E., W.M.,
 KING COUNTY, WA.
 T.L.N. 0625069016
 CITY OF REDMOND, KING COUNTY, WASHINGTON

PROPOSED BOUNDARY & EASEMENTS



NOTE - NO EASEMENTS ARE PROPOSED TO BE CREATED BY THIS BINDING SITE PLAN



EXISTING	DESCRIPTION	EXISTING	DESCRIPTION	EXISTING	DESCRIPTION
	PROJECT BOUNDARY		N/S QUARTER SECTION CORNER	(M)	MEASURED DIMENSION
	PROPERTY LINE		REBAR AND PLASTIC CAP MONUMENT STAMPED LS 32437 SEE 1 PER THIS BINDING SITE PLAN	(C)	COMPUTED DIMENSION
	CENTERLINE		MONUMENT FOUND (SEE SHEET 3)	(D)	DEEDED DIMENSION
	EASEMENT LINE			(R)	REFERENCE DOCUMENT NUMBER
	SECTION LINE				
	SECTION CORNER				

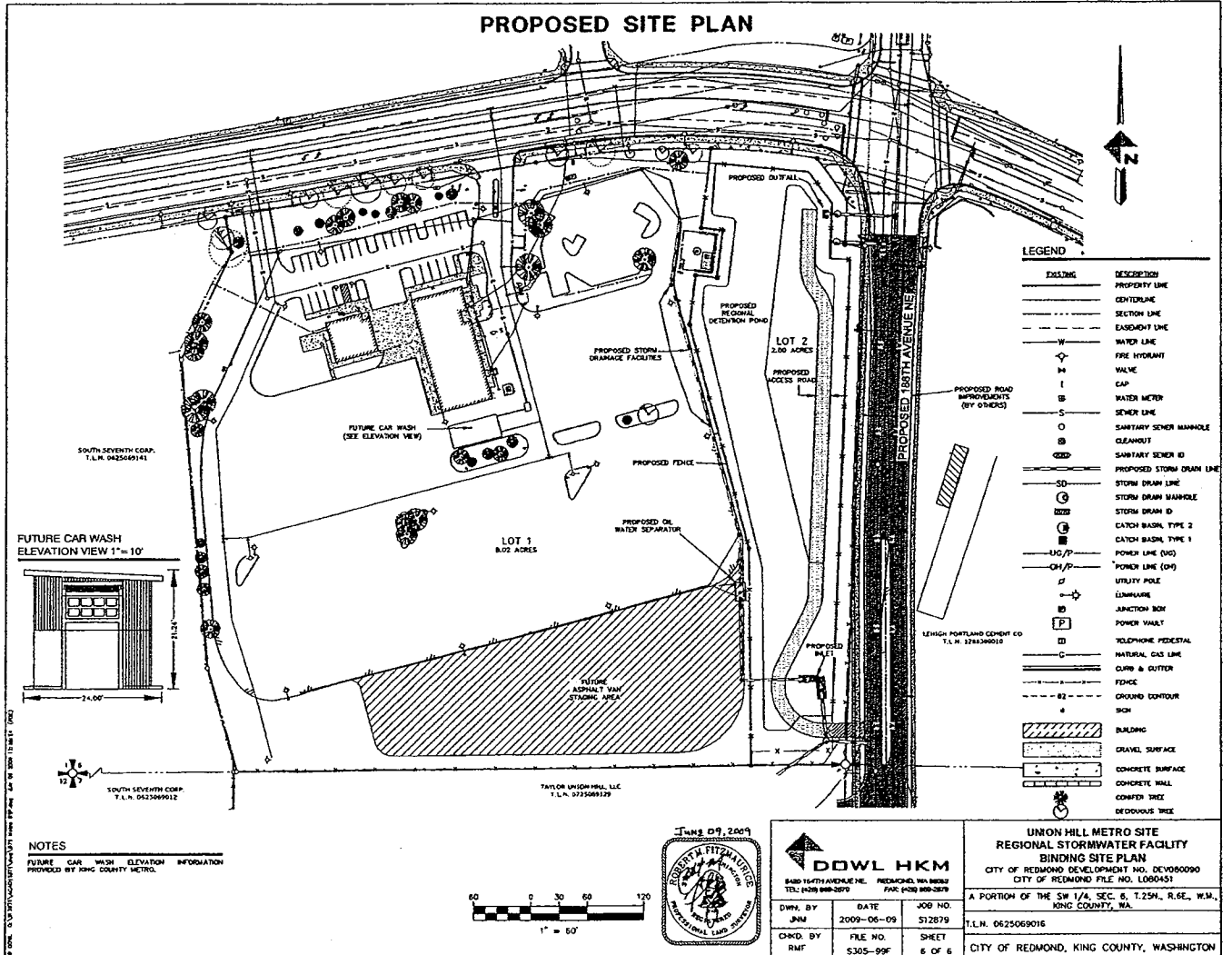
DOWL HKM
 8420 184TH AVENUE NE, REDMOND, WA 98052
 TEL: 425 888-2070 FAX: 425 888-2079

DWN. BY JMJ	DATE 2009-06-09	JOB NO. S12879
CHKD. BY RMF	FILE NO. 305-99E	SHEET 5 OF 8

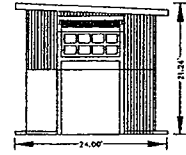
**UNION HILL METRO SITE
 REGIONAL STORMWATER FACILITY
 BINDING SITE PLAN**
 CITY OF REDMOND DEVELOPMENT NO. DEV080090
 CITY OF REDMOND FILE NO. L080451

A PORTION OF THE SW 1/4, SEC. 8, T.25N., R.6E., W.M., KING COUNTY, WA.
 T.L.N. 0625069016
 CITY OF REDMOND, KING COUNTY, WASHINGTON

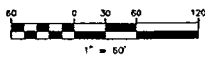
PROPOSED SITE PLAN



FUTURE CAR WASH
ELEVATION VIEW 1" = 10'



NOTES
FUTURE CAR WASH ELEVATION INFORMATION PROVIDED BY KING COUNTY METRO.



DOWL HKM
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DWNS BY	DATE	JOB NO.
JMM	2009-06-09	512879
CHKD BY	FILE NO.	SHEET
RMF	5305-09F	6 OF 6

**UNION HILL METRO SITE
REGIONAL STORMWATER FACILITY
BINDING SITE PLAN**
CITY OF REDMOND DEVELOPMENT NO. DEV080090
CITY OF REDMOND FILE NO. L080451

A PORTION OF THE SW 1/4, SEC. 6, T.25N., R.6E., W.3M., KING COUNTY, WA.

T.L.N. 0625069016
CITY OF REDMOND, KING COUNTY, WASHINGTON

EXHIBIT C

DEVELOPMENT AGREEMENT BETWEEN KING COUNTY AND CITY OF REDMOND FOR VAN DISTRIBUTION CENTER PROPERTY

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2009 ("Effective Date"), by and between KING COUNTY, a Washington county ("County"), and the CITY OF REDMOND, a Washington optional municipal code city ("City"). The County and the City are sometimes collectively referred to as the "Parties" and individually as the "Party."

RECITALS

A. The County is the owner of certain real property (the "VDC Property") whose common address is 18655 NE Union Hill Road, Redmond, Washington and which is more particularly described on Exhibit 1 attached hereto and incorporated herein by this reference as if set forth in full. The VDC Property is currently developed with a Metro Transit Van Distribution Center ("Van Distribution Center").

B. The City is the fee owner of the real property directly adjacent to the VDC Property, which is more particularly described on Exhibit 2 attached hereto and incorporated herein by this reference as if set forth in full (the "Regional Storm Water Facility Property" or "RSWF Property"). The Regional Storm Water Facility Property is the current location of the bioswale and stormwater detention facility serving the existing improvements on the VDC Property.

C. The City purchased the RSWF Property from the County in accordance with the terms and conditions of the Purchase and Sale Agreement dated the ____ day of _____ ("PSA") to which this Agreement was attached as Exhibit C.

D. Pursuant to the terms and conditions of the PSA, the City will build a regional storm water detention and treatment facility on the RSWF Property consistent with the plans attached to the PSA as Exhibit D ("Construction Plans"). The Construction Plans provide that the City shall size and construct the Regional Storm Water Facility to accommodate all stormwater drainage generated by the current improvements on the VDC Property, as well as any improvements that may be constructed on the VDC Property in the future. For the purpose of calculating the amount of the drainage to be accommodated, and for that purpose only, the City has assumed that the VDC Property may be developed with one hundred percent (100%) impervious surface.

E. Since the RSWF Property is the current location of the bioswale and stormwater detention facility serving the existing improvements on the VDC Property,

the City has agreed at all times, including prior to construction of the Regional Storm Water Facility, to be responsible for accommodating – on property other than the VDC Property - all storm water drainage generated by the current improvements on the VDC Property, as well as any improvements that may be constructed on the VDC Property in the future.

F. In conjunction with this Agreement, the City also approved a binding site plan (“BSP”) that created 2 distinct and separate lots known as Lot 1 (VDC Property) and Lot 2 (RWSF Property). The BSP is also an integral part of the development process in that it also contains benefits to the County with respect to the development of the VDC Property. A copy of the BSP is attached to this Agreement as Exhibit 3, and to the PSA as Exhibit B and is a material part of the development process and as such is incorporated herein as if fully set forth.

G. The County has plans to expand the services it provides from the VDC Property via an expansion of the present facility by increasing the number of parking stalls and possibly construct a car wash sometime in the future and desires to firmly fix the development standards and other City code provisions that will apply to and govern and vest the development, use, and mitigation of development on the VDC Property, whether for an expansion or redevelopment of the current transit van distribution use or for any other development or redevelopment of the VDC Property. The City and County agree that the appropriate mechanism for accomplishing the County’s objectives is the approval of a development agreement pursuant to RCW 36.70B.170, *et seq.*

H. The Parties acknowledge that in addition to the City’s payment of the Purchase Price for the RWSF Property, the County would not consider entering into a PSA for the sale of the RWSF Property but for the County being able to develop the VDC Property in accordance with the terms herein in such a manner that is both economical and expedient for the County.

I. A development agreement between the County and the City is a collaboration that will provide mutual benefit to the Parties as well as the region, by providing certainty for the County’s expansion of the Van Distribution Center and that will enhance the transit service provided from the Van Distribution Center and, thereby, reduce traffic in the areas benefiting from such service, including the City of Redmond.

J. Through this Agreement, the County and the City desire to establish provisions for the future development of the VDC Property as outlined herein. This Agreement is intended, at a minimum, to ensure the County can develop the VDC Property as it plans by addressing, among other issues, stormwater management and quality measures, mitigation measures and impact fees. Execution and implementation of this Agreement is material consideration for the transfer of the Regional Stormwater Facility Property to the City.

K The Parties also acknowledge that if the City had not purchased the RSWF Property from the County, the County may have had an obligation to comply with the City's stormwater requirements of the Redmond Community Development Guide (RCDG) in order to accomplish any redevelopment of the VDC Property, and as a result the County is receiving a significant cost savings by having the City construct the Regional Storm Water Facility to satisfy those stormwater requirements.

L. All Exhibits and Recitals referenced in this Agreement are herein incorporated by reference and shall be considered as material terms of this Agreement.

Accordingly, for valuable consideration, including without limitation, the sale of the RSWF property to the City, the Parties agree as follows:

1. General Provisions:

A. Vested Rights. The provisions of the RCDG and Redmond Municipal Code ("RMC") in effect on the Effective Date of this Agreement shall apply to and govern and vest development, redevelopment, alteration, expansion, use and mitigation of the development of the VDC Property, except as otherwise provided in this Agreement or by state or federally mandated laws preempting the City's authority to vest regulations for such redevelopment, alteration, expansion, use and mitigation. Any amendments or additions made during the term of this Agreement to zoning or development regulations, transportation concurrency regulations, State Environmental Policy Act ("SEPA") regulations and substantive SEPA policies or other laws, ordinances, comprehensive plan policies or other policies governing land development that may be applicable to the Development (hereafter defined) shall not apply to or affect the conditions of the Development, except as otherwise provided in this Agreement. However, pursuant to RCW 36.70B.170 and .180, the City reserves authority to impose new or different officially adopted regulations of general applicability, but only if, and to the extent required by, a serious threat to public health and safety for the overall community as a whole and not based primarily on the impacts of the Development, as lawfully determined by the City Council after notice and an opportunity to be heard has been provided to the County. The County may request to be bound by future amendments to the RCDG or the RMC, and such request shall be approved administratively provided that, as a result of being subject to such amendment(s), the Development will have no significant, unmitigated, adverse impacts from any new proposed land use. Except for the termination date, any of the dates set forth in this Agreement may be revised administratively by mutual agreement between County and City staff. Otherwise, all revisions to this Agreement, to which the County approves, shall be reviewed by the City Council, as provided in this Agreement, as an amendment to this Agreement. The Development shall not be subject to any development moratoria the City may adopt subsequent to the Effective Date of this Agreement unless necessitated by a serious threat to the public health and safety.

B. Building and Construction Codes. Except as otherwise provided in this Agreement, all development, redevelopment, alteration, or expansion of development on the VDC Property shall comply with the building and construction codes of the City of Redmond in effect at the time a complete application for construction of any development, redevelopment, alteration, or expansion is filed. Such building and construction codes include, but are not limited to, the International Building Code, the International Residential Code, the International Fire Code, the International Property Maintenance Code, the National Electrical Code, the Uniform Mechanical Code, the Uniform Plumbing Code, the Washington State Energy Code, the Washington State Ventilation and Indoor Air Quality Code, and the City of Redmond Construction Standards, all as adopted and modified by the City.

C. Stormwater Detention and Treatment.

1) Any development, redevelopment or expansion on the VDC Property shall comply with the stormwater flow and quality standards that are in effect on the Effective Date of this Agreement unless a serious health crisis for humans or animals will be lessened if the County is required to comply with the then-current stormwater quantity and quality standards; provided that existing development of the VDC Property at all times during the Term (hereafter defined) of this Agreement shall be subject only to the storm water flow and quality standards in effect at the time the existing development was permitted. Current city-wide standards for stormwater flow and quality controls consist of the 2005 Department of Ecology ("DOE") Stormwater Management Manual for Western Washington (the "2005 DOE Manual") as modified by the City of Redmond - Clearing, Grading and Stormwater Management Technical Notebook (the "Stormwater Technical Manual") Issue Number 5, effective January 1, 2007, or as modified by this Agreement. Portions of the proposed Development are located in the City's well-head protection zones. Any development, redevelopment or expansion on the VDC Property shall be vested to the version of the City's wellhead protection regulations contained in RCDG 20D.140.50 in place on the Effective Date of this Agreement unless the City determines that a serious threat exists to the public health and safety pursuant to RCW 36.70B.170 and RCW 36.70B.180 and declares an emergency.

2) Additional Flow Control. During the Term of this Agreement, the County shall not be required to bring any of the prior-existing improvements on the VDC Property into compliance with stormwater detention requirements that may be adopted subsequent to the Effective Date of this Agreement unless the City determines that a serious threat exists to the public health and safety pursuant to RCW 36.70B.170 and RCW 36.70B.180 and declares an emergency

3) The City is in the process of creating a City-approved, regional stormwater facility that would serve the basin where the VDC Property is located ("Regional Storm Water Facility" or "Facility"). Once the City constructs the

Facility, the County may participate in, and utilize, the Facility. Provided however, that the County shall not be required to delay or forgo any development to accommodate construction timing for the Facility. If the County utilizes the Facility, the stormwater flow control and water quality treatment provided by that facility shall be equivalent to the level of flow control and water quality treatment that would otherwise be required under this Agreement for any development, redevelopment, expansion or use of the VDC Property and shall satisfy all development standards regarding stormwater flow and quality.

4) The County shall not be required to make any capital contribution toward the construction of the Regional Stormwater Facility or any other storm water management facility constructed to accommodate storm water from the VDC Property or pay any stormwater connection fee to the City for the City's receipt, detention, and treatment of the drainage from the improvements on the VDC Property that are in existence as of the date the Effective Date of this Agreement. Pursuant to RCDG 20F.10.50-090, the County or its successors and assigns shall be required to make capital contributions for alteration, expansion or redevelopment of the VDC Property but only as follows:

a) In the event that the County constructs the Development (the 100 parking stalls and car wash facility), then the County shall be required to pay the City the lesser of (i) the SE Redmond Regional Facilities Surcharge in effect at the time construction permits for the Development are issued for each square foot of impervious surface added to the VDC Property, or (ii) Four Dollars (\$4.00) for each square foot of such impervious surface added to the VDC Property.

b) In the event the County or its successors or assigns, redevelops the VDC Property, constructs improvements on the VDC Property that are different from the Development or further expands, adds to, or enlarges the improvements on the VDC Property beyond that proposed in the Development, then if, during any three year period:

i. the total amount of impervious surface added by the construction or expansion, addition, or enlargement exceeds the total amount of impervious surface existing on the VDC Property prior to issuance of the first permit for construction, expansion, addition, or enlargement during the three year period, or

ii. the total cost of all construction, expansion, addition, or enlargement during the three year period, as stated on approved building or construction permits exceeds the assessed value of all improvements on the VDC Property at the beginning of the three year period,

then the County shall be required to pay the City the lesser of (a) the SE Redmond Regional Facilities Surcharge in effect at the time construction permits for the

construction, expansion, addition, or enlargement are issued for each square foot of impervious surface (including pre-existing impervious surface) on the VDC Property after the construction, expansion, addition, or enlargement; or (b) Four Dollars (\$4.00) for each square foot of such impervious surface.

c) In the event that redevelopment, construction, expansion, addition, or enlargement as described in (b) above does not exceed the impervious surface or value threshold described in (b)(i) and (ii) above, then the County or its successor(s) in interest shall only be required to pay the City the lesser of (i) the SE Redmond Regional Facilities Surcharge in effect at the time permits are issued for the amount of impervious surface added to the VDC Property by the redevelopment, construction, expansion, addition, or enlargement; or Four Dollars (\$4.00) for each square foot of such impervious surface added to the VDC Property.

(d) The right to pay only the SE Regional Facilities Surcharge or alternate Four Dollars (\$4.00) per square foot amount described in this section shall run with the VDC Property.

5) Payment of the SE Redmond Regional Facilities Surcharge or the alternative Four Dollars (\$4.00) per square foot stipulated amount provided for in this section shall relieve the County of any further requirement to pay a SE Redmond capital facility charge or SE Redmond connection fee for the SE Redmond regional stormwater facility. Payment of the capital contribution shall not relieve the County from payment of any other fee associated with stormwater collection that are assessed against all other property owners for participation in the City's storm water collection and treatment system, including but not limited to, the citywide capital facilities charge imposed under RMC 13.20.030 and monthly stormwater utility fees. Payment of any capital contribution shall not entitle the County to any ownership interest in the regional stormwater facility and the facility shall be solely owned by the City.

6) The County shall comply with all applicable point source discharge standards for the discharge of drainage into the City's stormwater system, including but not limited to, the discharge of hazardous or other prohibited or regulated materials into the stormwater system.

D. Development Approval Process. Any development, redevelopment, expansion, use or mitigation on the VDC Property shall be approved through the site plan entitlement or applicable process as provided in the RCDG. The applicable process for the Development requires obtaining Site Plan Entitlement Review, which is a Type II process as described in RCDG 20F.30.35. The City shall not impose any condition on the development that is inconsistent with any provision of this Agreement or the BSP unless necessary on account of a serious threat to public health and safety pursuant to RCW 36.70B.170 and RCW 36.70B.180.

E. Subdivision, Lease or Transfer. The County may subdivide, lease, or transfer ownership of the VDC Property or a portion thereof to other entities. The benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership, as set forth herein.

2. Specific Development Provisions. In addition to the broad general vesting of development standards as provided in Section 1 above, the following specific terms shall apply to the proposed expansion of the Van Distribution Center on the VDC Property depicted in and described by the BSP ("Development"). Except as expressly provided herein, the terms in this Section 2 do not apply to any development other than the Development shown on the BSP or this Agreement.

A. Expansion. The City agrees that the one hundred (100) additional parking spaces/stalls, car wash facility, fences, existing radio tower as shown on the BSP attached to this Agreement as Exhibit 3 are permitted uses within the zoning district in which the VDC Property is located and are otherwise consistent with the requirements of the RCDG and RMC. No special use permit is required for such uses.

B. Traffic mitigation. The County Property currently generates fewer than thirty (30) p.m. peak hour trips. The Development will not result in thirty (30) new p.m. peak hour trips. The Parties therefore agree that no traffic study, off-site traffic improvements, or other off-site traffic mitigation requirements shall be imposed by the City through SEPA review of any permit for the Development.

C. Car Wash Facility. No special use permit shall be required by the City in order for the County to include a car wash facility for transit vans in any enlargement, alteration, expansion, or redevelopment of the current transit van distribution use. The County will be required to obtain any and all other required City permits to construct a car wash facility, including but not limited to, building permits, electrical permits, mechanical permits, plumbing permits, water connection permits, and sewer connection permits. The car wash facility shall include a water reclamation and recycling system. Surplus water may be discharged to the City's sewer system provided that the same meets all requirements of the City and Metro for discharge of materials into the City sewer system and the Metro system.

D. Public Utilities. The City acknowledges that there is sufficient water and sewer capacity in the vicinity of the proposed Development. So long as the requirements of this Section are met, and provided further that the City has not declared a water or sewer capacity crisis, which is out of the City's control, the City and County agree that sufficient sewer and water capacity will exist for the Development. Further, the City shall not withhold any site plan entitlement review or building permit approval on account of insufficient water or sanitary sewer capacity to accommodate the Development unless such a declaration is made. In the event that the City declares such a crisis during the term of this Agreement, the City shall reserve the next available capacity, considering existing previous obligations as of the date of this Agreement, for

the Development. Miscellaneous utility line improvements will be addressed through the City's site plan entitlement process identified above.

E. Existing Radio Tower. The City acknowledges that the existing radio tower on the VDC Property is a legal nonconforming use and agrees to continue to treat the tower as such.

F. Fence. The County may construct a visual attenuation and security fence along the perimeter of the VDC Property at all spots in which the City is not installing a fence. The fence may be up to eight (8) feet high. No special use permit is required for the fence. The County shall be required to obtain a building permit to construct the fence as required by the state building code.

G. Sustainability. The City and County recognize that sustainable design is a component of good development. County may incorporate sustainable design practices into the Development where feasible and cost-effective. For purposes of other development that the County may undertake on its VDC Property, sustainable features may include:

- Utilizing local and regional materials and labor;
- Adopting a "cool" roof design with light reflective coating;
- Installing roof and wall installation that meets or exceeds energy code requirements;
- Using centralized controls/monitoring for lights, HVAC, & refrigeration;
- Adding skylights;
- Recycled "gray" water for landscape irrigation; and
- Planting drought-tolerant and water efficient landscaping.

H. Landscaping. The County may use the RSWF Property for purposes of calculating any required landscaping, tree mitigation or any other requirements under either RCDG or the RMC or any other law, regulation, ordinance or requirement imposed for landscaping requirements. Landscaping shown on the BSP satisfies the landscaping requirements for the Development pursuant to the current RCDG, RMC and all other applicable laws and rules.

I. No Additional Easements/Walking Trail. The County shall not be required to grant any additional easements as part of the development process for the Development as is normally required by either the RMC or RCDG. The County shall also not be required to grant or dedicate any walking trail or any other real property rights on the VDC Property as part of the development process for the Development as is set forth in either the Redmond Comprehensive Plan, the Redmond Transportation Master Plan, the RMC or RCDG.

J. Impact Fees. The County shall pay any applicable impact fees as required by RCDG 20D.60 and RCDG 20D.210 for the Development as follows unless otherwise expressly provided for in this Agreement ("Fees");

-In accordance with RCDG 20D.60.10-060 and 070, no impact fees are required for approval or recording of the Binding Site Plan or construction of impervious surface area intended for parking or van storage.

-For the future car wash facility, parks and fire impact fees will be assessed based upon the rate in effect at the time of building permit issuance per 1000 square feet. Currently, this rate is \$182 per 1000 square feet for parks and \$13 per 1000 square feet for fire (approximately \$195 total). However the County shall be required to pay the rate in effect at the time of building permit issuance. The methodology of calculating impact fees shall be vested to the regulations in effect on the Effective Date of this Agreement.

-Pursuant to RCDG 20D.210.10-110 (1), any person who seeks to develop land within the City by applying for development approval for a development which will generate additional travel demand is required to pay a transportation impact fee. Because the proposed Development is considered to serve the City and region as an expansion of a facility that enhances transit service, thereby reducing traffic, transportation impact fees shall not be required for the Development.

K. Concurrency. The Development is estimated to generate less than thirty (30) new p.m. peak hour trips and is therefore exempt from concurrency testing under the City's current concurrency regulations. Therefore, no additional concurrency testing will be required for the Development during the Term of this Agreement. Any other development, redevelopment, alteration, or expansion of development on the VDC Property will be required to undergo concurrency testing and to fulfill concurrency requirements in effect at the time such development or redevelopment is applied for.

L. State Environmental Policy Act (SEPA). The City conducted SEPA review of the BSP that created the VDC Property as a separate lot and has determined that the BSP had no significant adverse environmental impacts. Pursuant to WAC 197-11-600 or 630, the City will use the Determination of Non-significance (DNS) issued for the BSP unchanged for the site plan entitlement and subsequent development permits for the Development, subject to the limitations provided in the SEPA regulations. Therefore, no mitigation conditions or additional environmental analysis shall be imposed on the Development during the term of this Agreement unless required due to a serious threat to public health and safety. All other development, redevelopment, alteration, or expansion of development on the VDC Property pursuant to this Agreement will be subject to SEPA to the same extent it would be subject to SEPA without this Agreement and the SEPA policies that apply will be those in effect at the time the development, redevelopment, alteration, or expansion is applied for. Except as provided above, no additional mitigation conditions or environmental analysis shall be imposed on

the Development during the Term of this Agreement unless required due to a serious threat to public health and safety pursuant to RCW 36.70B.170 and RCW 36.70B.180.

3. **Term.** The term of this Agreement shall be twenty (20) years from the Effective Date ("Term"). The City and the County may agree to extend the term of this Agreement, provided that such extension is approved by the Redmond City Council. The term "Effective Date" shall mean the date that the last Party executes this Agreement and this Agreement is ready for recording with the King County Recorder.

4. **Amendment of Agreement.** Any amendment of this Agreement shall require review and approval by the Redmond City Council and the King County Council.

5. **Recording.** This Agreement shall be recorded in the records of King County, Washington.

6. **Binding Effect; Assignability.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

7. **Representations and Warranties.** Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the Party for which he or she is signing. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal and binding obligation that shall run with the VDC Property, and will be enforceable against each Party in accordance with the terms herein.

8. **Specific Performance and Enforcement.** The Parties specifically agree that damages may not be an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement (including the recitals) are material.

9. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought by either Party shall lie in King County Superior Court.

10. **Notice of Default and Enforcement.** In the event that either Party, in good faith, believes that the other Party has violated the terms of this Agreement, the aggrieved Party shall give the believed offending Party notice of the alleged violation by sending a detailed written statement of the same to the offending Party by first-class mail. The notice is intended to invite a resolution by the Parties of any dispute as provided below prior to the institution of litigation. This Agreement may be filed with a court to enforce its terms or to redress any breach thereof only upon the expiration of thirty (30) days after notice is mailed, at which time the aggrieved Party may file and serve an action

for appropriate relief. The thirty (30) day notice period required by the preceding sentence shall not apply in the event that the statute of limitations on any cause of action would run during such period, provided, that the aggrieved Party shall dismiss any action filed under such circumstances if the offending Party cures the breach within thirty (30) days from notice. For purposes of this paragraph, the identities and addresses of the Parties are as set forth in the following section. The identity or address of any Party may be changed for purposes of this section by written notice to the representative of the other Party.

11. **Notices.** All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be in writing, and shall be deemed to have been duly given by mailing the same by first-class mail, postage prepaid, or by delivering the same by hand, to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid, provided that communications that are mailed shall not be deemed to have been given until three business days after mailing:

For King County:

Design and Construction Manager, Metro Transit Division
King County Department of Transportation
201 South Jackson Street, Mailstop KSC-TR-0435
Seattle, WA 98104-3856

For City of Redmond:

Robert G. Odle
Planning Director
City of Redmond
15670 NE 85th Street
P.O. Box 97010
M/S 4SPL
Redmond, WA 98073-9710

12. **Full Understanding.** The Parties each acknowledge, represent, and agree that they have read this Agreement; that they fully understand the terms thereof; that they have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and that they are executing this Agreement after sufficient review and understanding of its contents. This Agreement shall be interpreted in liberal manner to allow development of the VDC Property.

13. **Attorney's Fees.** Should it be necessary for any Party to this Agreement to initiate legal proceedings to adjudicate any issues arising hereunder, the Party or Parties to such legal proceedings who substantially prevail shall be entitled to

reimbursement of their attorneys' fees, costs, expenses, and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Parties in preparing to participate in mediation or arbitration, to bring suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, from the other Party or Parties.

14. **Severability.** In the event that any section, sentence, clause or phrase of this Agreement is determined to be invalid or unconstitutional by any court of competent jurisdiction, the remaining sections, sentences, clauses, and phrases shall remain viable and in full force and effect.

15. **Cooperation in Execution of Documents.** The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This section does not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

16. **Equal Opportunity to Participate in Drafting.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that that Party drafted the ambiguous language.

17. **Exhibits.** This Agreement includes the following exhibits:

- Exhibit 1 - Legal Description of VDC Property
- Exhibit 2 - Legal Description of RSWF Property
- Exhibit 3 - Approved Binding Site Plan

18. **Final and Complete Agreement.** This Agreement, the BSP and the PSA constitute the final and complete agreement of the Parties for this transaction. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a written instrument signed by all Parties. Other than the BSP and PSA, this Agreement supersedes and replaces all prior agreements, discussions and representation on all subjects discussed herein, without limitation. Neither Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto, the BSP and PSA.

19. Dispute Resolution.

A. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

CITY: Robert G. Odle
Planning Director
City of Redmond
15670 NE 85th Street
P.O. Box 97010
M/S 4SPL
Redmond, WA 98073-9710

COUNTY:
Design and Construction Manager, Metro Transit Division
King County Department of Transportation
201 South Jackson Street, Mailstop KSC-TR-0435
Seattle, WA 98104-3856

B. The City Designated Representative and the County Designated Representative shall confer to resolve disputes that arise under this Agreement as requested by either Party. The Designated Representatives shall use their best efforts and exercise good faith to resolve such disputes.

C. In the event the Designated Representatives are unable to resolve the dispute, the Mayor of the City or her/his designee and the General Manager of Metro Transit for the County or her/his designee shall confer and exercise good faith to resolve the dispute.

D. In the event the Mayor and the General Manager of Metro Transit are unable to resolve the dispute, the Parties may, if mutually agreed in writing, submit the matter to non-binding mediation. The Parties shall then seek to mutually agree upon the mediation process, who shall serve as the mediator, and the time frame the Parties are willing to discuss the disputed issue(s).

E. Each Party shall bring to the mediation session, unless excused from doing so by the mediator, a representative from its side with full settlement authority. In addition, each Party shall bring counsel and such other persons as needed to contribute to a resolution of the dispute. The mediation process is to be considered settlement negotiations for the purpose of all state and federal rules protecting disclosures made during such conference from later discovery or use in evidence; Provided that any settlement executed by the Parties shall not be considered confidential and may be disclosed. Each Party shall pay its own costs for mediation and share equally in the cost

of the mediator. The venue for the mediation shall be in Seattle, Washington, unless the Parties mutually agree in writing to a different location.

F. If the Parties cannot mutually agree as to the appropriateness of mediation, the mediation process, who shall serve as mediator, or the mediation is not successful, then either Party may institute a legal action. The Parties agree that they shall have no right to seek relief in a court of law until and unless each of the above procedural steps has been exhausted.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

KING COUNTY

CITY OF REDMOND

County Executive Ron Sims

Mayor John Marchione

APPROVED AS TO FORM:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

ATTEST/AUTHENTICATED:

By: _____
Title: _____

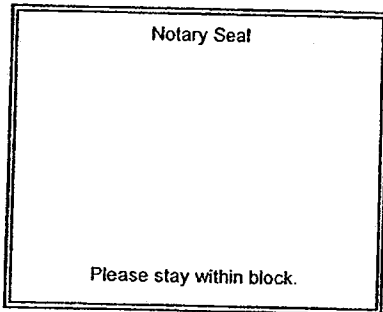
Michelle M. McGehee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY
ATTORNEY

James E. Haney, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Ron Sims** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the **County Executive of King County, Washington**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



Dated: _____

Signature: _____

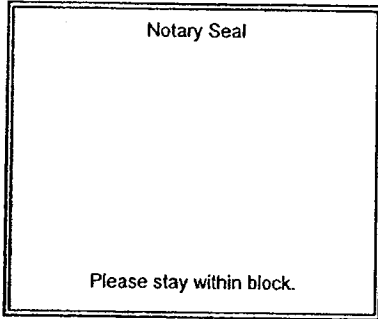
Print Name: _____
Notary Public in and for the State of Washington

Residing at _____

My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **John Marchione and Michelle McGehee** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the **Mayor and City Clerk of City of Redmond, Washington**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



Dated: _____

Signature: _____

Print Name: _____
Notary Public in and for the State of Washington

Residing at _____

My Commission Expires: _____

EXHIBIT 1

LEGAL DESCRIPTION OF VAN DISTRIBUTION CENTER PROPERTY (VDC PROPERTY) (BSP LOT 1)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1 OF THE CITY OF REDMOND SHORT PLAT NO. SS-82-17 AS RECORDED UNDER KING COUNTY, WASHINGTON AUDITOR'S FILE NUMBER 8208240404; THENCE S 89°27'30" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER 99.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING S 89°27'30" W 545.16 FEET;
THENCE ALONG THE WESTERN BOUNDARY OF SAID LOT 1 THE FOLLOWING FOUR COURSES:

THENCE N 15°35'49" W 115.56 FEET; THENCE N 04°45'36" W 330.49 FEET;
THENCE N 24°32'49" E 125.48 FEET; THENCE N 09°56'59" W 37.28 FEET TO THE SOUTHERLY MARGIN OF UNION HILL ROAD, SAID SOUTHERLY MARGIN BEING 42.00 FEET SOUTHERLY FROM THE CENTERLINE SHOWN ON KING COUNTY ROAD PLANS UNION HILL ROAD, AVONDALE ROAD - 196TH AVE NE SURVEY NO 12-25-5-5;

THENCE N 80°03'01" E 334.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 913.00 FEET SAID CURVE BEING THE SOUTHERLY LINE OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9903252053;

THENCE ALONG SAID CURVE 187.20 FEET THROUGH A CENTRAL ANGLE OF 11°44'52";

THENCE S 07°05'30" W 84.37 FEET;

THENCE S 82°54'30" E 23.00 FEET;

THENCE S 07°05'30" W 50.00 FEET;

THENCE N 82°54'30" W 23.00 FEET;

THENCE S 07°05'30" W 52.83 FEET;

THENCE S 14°54'30" E 246.72 FEET;

THENCE S 00°32'30" E 233.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTION CONTAINS 349,436 SQUARE FEET OR 8.02 ACRES OF LAND, MORE OR LESS.

VDC Property

Revised 6/3/09 – edit quarter corner reference

EXHIBIT 2
LEGAL DESCRIPTION FOR REGIONAL STORMWATER FACILITY
PROPERTY (BSP LOT 2)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1 OF THE CITY OF REDMOND SHORT PLAT NO. SS-82-17 AS RECORDED UNDER KING COUNTY, WASHINGTON AUDITOR'S FILE NUMBER 8208240404;

THENCE S 89°27'30" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER 99.36 FEET;
THENCE N 00°32'30" W 233.18 FEET;
THENCE N 14°54'30" W 246.72 FEET;
THENCE N 07°05'30" E 52.83 FEET;
THENCE S 82°54'30" E 23.00 FEET;
THENCE N 07°05'30" E 50.00 FEET;
THENCE N 82°54'30" W 23.00 FEET;
THENCE N 07°05'30" E 84.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 913.00 FEET SAID CURVE BEING THE SOUTHERLY LINE OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9903252053; A LINE FROM THE RADIUS POINT OF THIS NON-TANGENT CURVE TO SAID BEGINNING BEARS N 1°47'53" E;
THENCE ALONG SAID CURVE 112.95 FEET THROUGH A CENTRAL ANGLE OF 7°05'19" TO THE WESTERLY BOUNDARY OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 20060525000925;
THENCE ALONG SAID AREA THE FOLLOWING THREE CALLS;
THENCE S 35°46'20" E 53.70 FEET; THENCE S 02°12'52" W 48.04 FEET;
THENCE S 87°47'08" E 21.41 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;
THENCE S 02°12'52" W ALONG SAID EAST LINE 553.91 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, THE POINT OF BEGINNING.
SAID PORTION CONTAINS 87,120 SQUARE FEET OR 2.00 ACRES OF LAND, MORE OR LESS.

DECLARATION

I HEREBY DECLARE THAT THE UNDERSIGNED OWNER OF THE LAND HEREIN DESCRIBED, HEREBY MAKE A BINDING SITE PLAN PURSUANT TO CHAPTER 35.73.040 (4) R.C.M. AND DECLARE THIS BINDING SITE PLAN TO BE BINDING REPRESENTATION OF SAME, AND THAT SAID BINDING SITE PLAN HAS BEEN MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER.

IN WITNESS WHEREOF, I SET MY HAND AND SEAL.

KING COUNTY, A POLITICAL SUBDIVISION
(NAME OF DECLARER)

SIGNER _____

SIGNER'S TITLE _____

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF _____ } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT, ON DATE STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS _____ TO BE THE FREE AND VOLUNTARY ACT OF SAID PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
SIGNATURE OF NOTARY PUBLIC _____
TITLE _____
BY APPOINTMENT EXPIRES: _____

OFFICE OF FINANCE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS FOR OTHER PUBLIC USE, ARE PAID TO DATE THIS _____ DAY OF _____, 20__.

DIRECTOR OF FINANCE, CITY OF REDMOND

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20__
DEPARTMENT OF ASSESSMENTS

KING COUNTY ASSESSOR _____ DEPUTY KING COUNTY ASSESSOR _____

CITY OF REDMOND APPROVALS

EXAMINED AND APPROVED THIS _____ DAY OF _____, 20__

COUNCILOR CITY OF REDMOND _____

I HEREBY CERTIFY THAT THIS BINDING SITE PLAN IS DULY APPROVED BY THE CITY OF REDMOND TECHNICAL REVIEW COMMITTEE.

DIRECTOR OF PUBLIC WORKS _____ DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT _____

RESTRICTIONS

- NO FURTHER SUBDIVISION OF ANY LOT OR TRACT SHALL BE PERMITTED WITHOUT APPROVAL OF AN APPROPRIATE SUBDIVISION PROCEDURE BY THE CITY OF REDMOND.
- THIS BINDING SITE PLAN IS SUBJECT TO THE CONDITIONS OF THE TECHNICAL COMMITTEE BINDING SITE PLAN NOTICE OF DECISION TRANSMITTAL LETTER DATED FEBRUARY 27, 2009, AS AMENDED BY THE TECHNICAL COMMITTEE AMENDMENTS TO BINDING SITE PLAN NOTICE OF DECISION TRANSMITTAL LETTER DATED MARCH 13, 2009, COPIES OF WHICH ARE CONTAINED IN CITY OF REDMOND FILE NO. L060401.
- LOT 2 SHALL NOT BE PERMITTED DIRECT ACCESS TO HE UNION HILL RD.

LEGAL DESCRIPTION

LOT 1, CITY OF REDMOND, SHORT PLAT NUMBER 35-82-17 ("QUESTAR SHORT PLAT ONE") RECORDED UNDER KING COUNTY RECORDING NUMBER 80084004, BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 25 NORTH, RANGE 9 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND FOR ROAD BY DEEDS RECORDED UNDER RECORDING NUMBERS 800320243 AND 2009023000975.

DRAINAGE COVENANT

DRAINAGE WATERS FROM ANY LOT, LOTS, ROOF-OF-RAVE, OR OTHER REAL PROPERTY THAT NATURALLY ENTER ANY LOT OR LOTS WITHIN THIS BINDING SITE PLAN AND THAT ENTER ANY LOT OR LOTS IN THIS BINDING SITE PLAN WITHIN CONSTRUCTED DRAINAGEWAYS THAT ARE SHOWN ON CITY-APPROVED CONSTRUCTION DRAWINGS FOR THIS BINDING SITE PLAN SHALL BE RECEIVED, AND NOT BLOCKED FROM ENTERING AT THEIR NATURAL LOCATION OR OTHERWISE IN SAID CITY-APPROVED DRAINAGEWAYS AND SHALL BE DISCHARGED AT THEIR NATURAL LOCATION OR IN SAID CITY-APPROVED DRAINAGEWAYS. WITHIN EACH LOT, THE DOWNSPOUT AND YARD DRAINS SHALL CONNECT TO THE STORM DRAINAGE SYSTEM. MAINTENANCE, OPERATION AND REPAIR OF ROADS, AND LOT DRAINS SERVING PRIVATE PROPERTIES SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PROPERTIES SERVED. ON PRIVATE PROPERTY, STORM DRAINS THAT DO NOT CONSTITUTE PART OF A CONVEYANCE, CONSTRUCTED DRAINAGE SYSTEM SERVING DEVELOPED CITY PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNERS. HOWEVER, CITY-OWNED STORM DRAINS WITHIN EASEMENTS GRANTED TO THE CITY SHALL BE MAINTAINED BY THE CITY.

LOT 2 OF THIS BINDING SITE PLAN IS TO BE DEVELOPED AS A REGIONAL DETENTION FACILITY. A PORTION OF THE FACILITY'S CAPACITY IS HEREBY RESERVED FOR THE EXISTING AND PROPOSED DEVELOPMENT OF LOT 1 SHOWN HEREON.

SURVEYOR'S NOTES

THIS SURVEY WAS PERFORMED DURING THE MONTH OF SEPTEMBER, 2008 AND JANUARY OF 2009. ALL MONUMENTS SHOWN HEREON WERE VISITED DURING THE COURSE OF THOSE SURVEYS.

INSTRUMENTATION FOR THIS SURVEY WAS A TOPCON 5 SECOND TOTAL STATION WITH ELECTRONIC MEASURING UNIT CALIBRATED AT AN A.C.S. FACILITY WITHIN THE YEAR THE SURVEY WAS PERFORMED, AND A TOPCON HYPOC GPS UNIT.

PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE MEETING OR EXISTING STANDARDS SET BY WAC 352-130-090.

VICINITY MAP

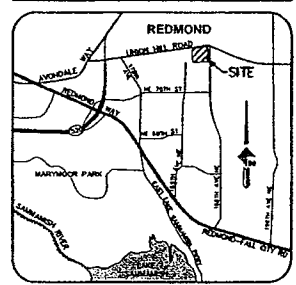


EXHIBIT 3
Copy of Approved Binding Site Plan

RECORDERS CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE CITY OF REDMOND THIS _____ DAY OF _____, 20__ AT _____ MINUTES PAST _____ AND RECORDED IN VOLUME _____ OF PLATS, PAGES _____ RECORDS OF KING COUNTY, WASHINGTON.
ROBERT M. FITZMAURICE, P.L.S.
SURVEYOR'S NAME
MANAGER _____ SUPERINTENDENT OF RECORDS _____

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PERMETER BOUNDARY OF THIS BINDING SITE PLAN AS REPRESENTED HEREON IS TRUE AND CORRECT AND IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION _____ TOWNSHIP _____ NORTH RANGE _____ EAST W.M. THAT THE COUSPICES AND DISTANCES ARE SHOWN CORRECTLY HEREON AND THAT THE PERMETER BOUNDARY AND INTERIOR LOT CORNERS WILL BE STAKED CORRECTLY ON THE GROUND.
ROBERT M. FITZMAURICE, P.L.S.
CERTIFICATE NO. 32437



DOWL HKM	
6400 18TH AVENUE NE, REDMOND, WA 98072 TEL: (425) 808-2879 FAX: (425) 808-2879	
DRAWN BY JMN	DATE 2009-06-09
JOB NO. 512879	
CHECKED BY RMP	FILE NO. S305-99A
SHEET 1 OF 6	

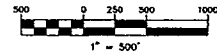
**UNION HILL METRO SITE
REGIONAL STORMWATER FACILITY
BINDING SITE PLAN**
CITY OF REDMOND DEVELOPMENT NO. DEV0800090
CITY OF REDMOND FILE NO. L060401

A PORTION OF THE SW 1/4, SEC. 8, T.25N., R.9E., W.M., KING COUNTY, WA.

T.L.N. 0625069016

CITY OF REDMOND, KING COUNTY, WASHINGTON

SECTION BREAKDOWN



LEGEND

EXISTING	DESCRIPTION
	PROJECT BOUNDARY
	PROPERTY LINE
	CENTERLINE
	EASEMENT LINE
	SECTION LINE
	SECTION CENTER
	SECTION CORNER
	N/S QUARTER SECTION CORNER
	E/W QUARTER SECTION CORNER
	MEASURED DIMENSION
	COMPUTED DIMENSION
	DIMENSION FROM GLO NOTES
	REFERENCE DOCUMENT NUMBER

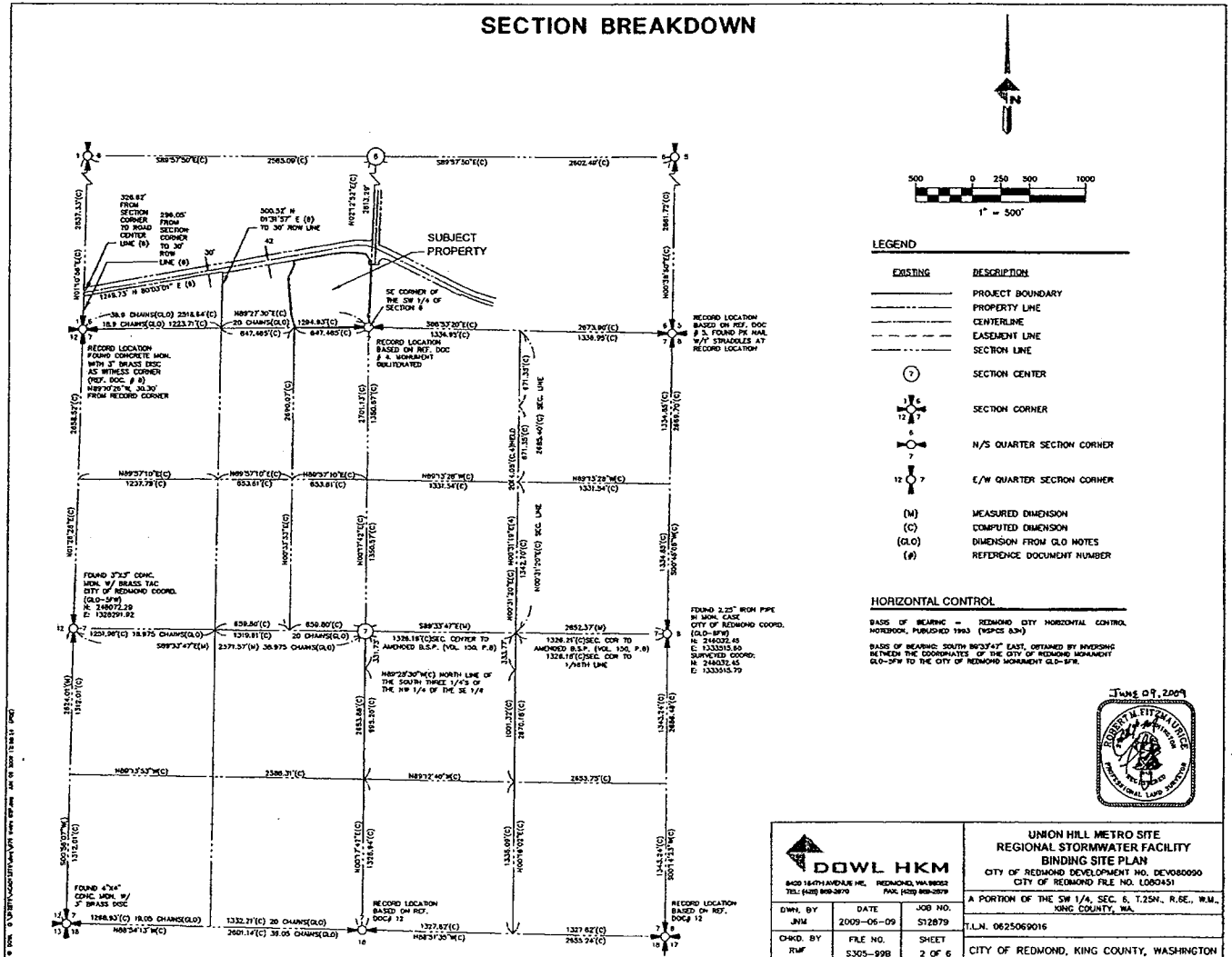
HORIZONTAL CONTROL

FOUND 1.25" IRON PIPE W/ MON. CASE
 CITY OF REDMOND COORD.
 (LO-D-87)
 N: 246032.45
 E: 1333015.80
 SUPPLEMENTED COORD.
 N: 246032.45
 E: 1333015.79

FOUND 4.75" CONC. MON. W/ BRASS TAC
 CITY OF REDMOND COORD.
 (LO-D-87)
 N: 246072.19
 E: 133299.92

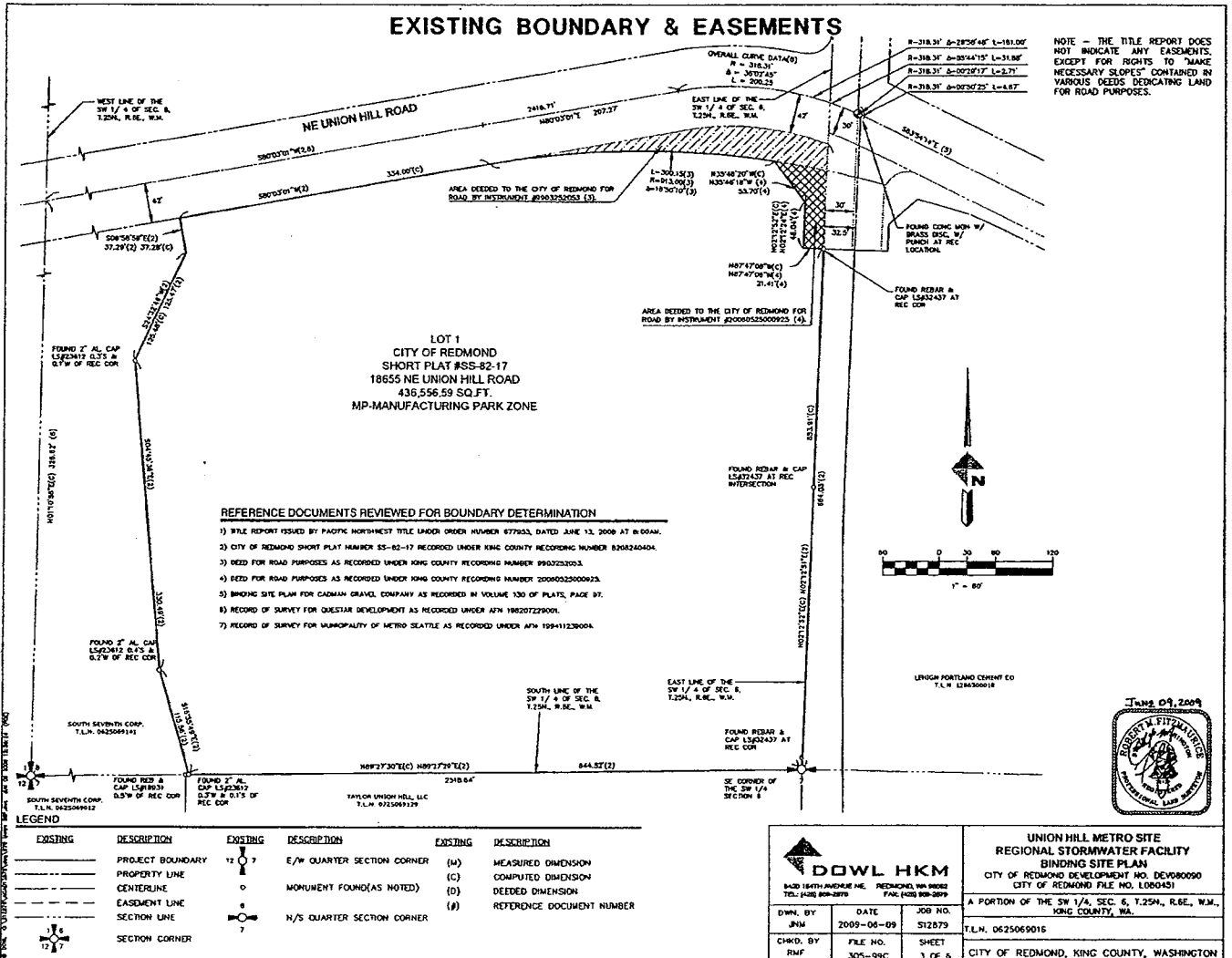
FOUND 3.75" CONC. MON. W/ BRASS TAC
 CITY OF REDMOND COORD.
 (LO-D-87)
 N: 246072.19
 E: 133299.92

FOUND 4.75" CONC. MON. W/ BRASS TAC
 CITY OF REDMOND COORD.
 (LO-D-87)
 N: 246072.19
 E: 133299.92



<p>DOWL HKM 8400 164TH AVENUE NE, REDMOND, WA 98052 TEL: (425) 869-2670 FAX: (425) 869-2679</p>		UNION HILL METRO SITE REGIONAL STORMWATER FACILITY BINDING SITE PLAN CITY OF REDMOND DEVELOPMENT NO. DE0805090 CITY OF REDMOND FILE NO. L000451	
		A PORTION OF THE SW 1/4, SEC. 6, T.25N, R.6E., W.M., KING COUNTY, WA.	
DWN. BY JNM	DATE 2009-06-09	JOB NO. S12879	T.L.N. 0625069016
CHKD. BY RWF	FILE NO. 5305-99B	SHEET 2 OF 6	CITY OF REDMOND, KING COUNTY, WASHINGTON

EXISTING BOUNDARY & EASEMENTS

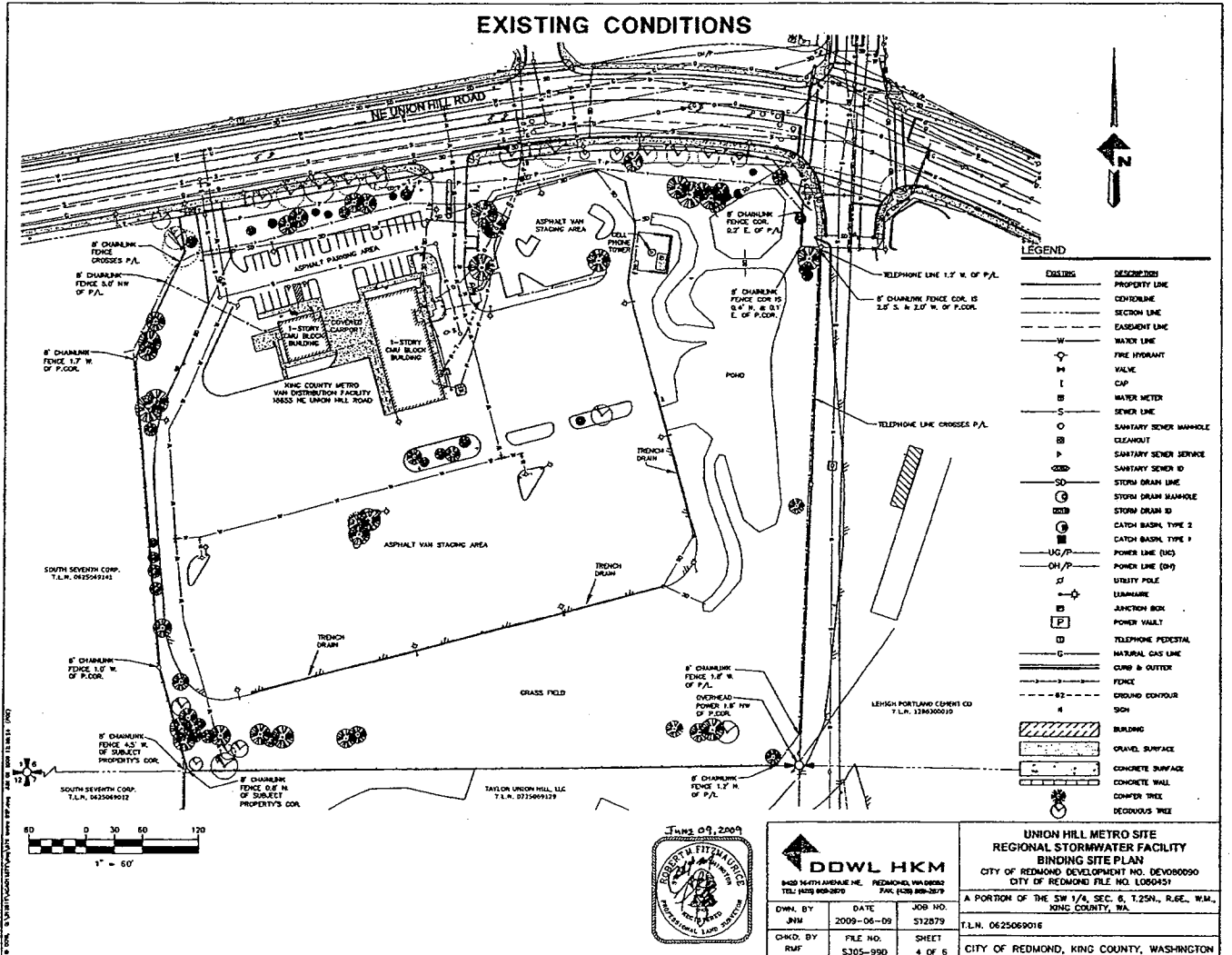


NOTE - THE TITLE REPORT DOES NOT INDICATE ANY EASEMENTS, EXCEPT FOR RIGHTS TO "MAKE NECESSARY SLOPES" CONTAINED IN VARIOUS DEEDS DEDICATING LAND FOR ROAD PURPOSES.



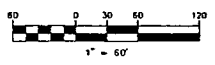
DOWL HKM		1842 184TH AVENUE NE, REDMOND, WA 98052 TEL: (425) 898-2878 FAX: (425) 898-2879	
DWN. BY JNM	DATE 2009-06-09	JOB NO. 512679	SHEET 3 OF 6
CHKD. BY RMF	FILE NO. 305-99C	CITY OF REDMOND, KING COUNTY, WASHINGTON	

EXISTING CONDITIONS



LEGEND

SYMBOL	DESCRIPTION
---	PROPERTY LINE
---	CENTERLINE
---	SECTION LINE
---	EASEMENT LINE
W	WATER LINE
⊕	FIRE HYDRANT
V	VALVE
I	CAP
M	WATER METER
S	SEWER LINE
○	SANITARY SENDER MANHOLE
⊕	CLEANOUT
⊕	SANITARY SENDER SERVICE
⊕	SANITARY SENDER ID
SD	STORM DRAIN LINE
⊕	STORM DRAIN MANHOLE
⊕	STORM DRAIN ID
⊕	CATCH BASIN, TYPE 2
⊕	CATCH BASIN, TYPE 1
UG/P	POWER LINE (UG)
OH/P	POWER LINE (OH)
⊕	UTILITY POLE
⊕	LIBRARY
⊕	JUNCTION BOX
⊕	POWER VAULT
⊕	TELEPHONE PEDESTAL
⊕	NATURAL GAS LINE
---	CURB & GUTTER
---	FENCE
---	DRAINAGE CONTOUR
---	SOIL
[Hatched Box]	BUILDING
[Dotted Box]	GRAVEL SURFACE
[Stippled Box]	CONCRETE SURFACE
[Solid Box]	CONCRETE WALL
[Circle]	COMPOUR TREE
[Circle]	DECIDUOUS TREE



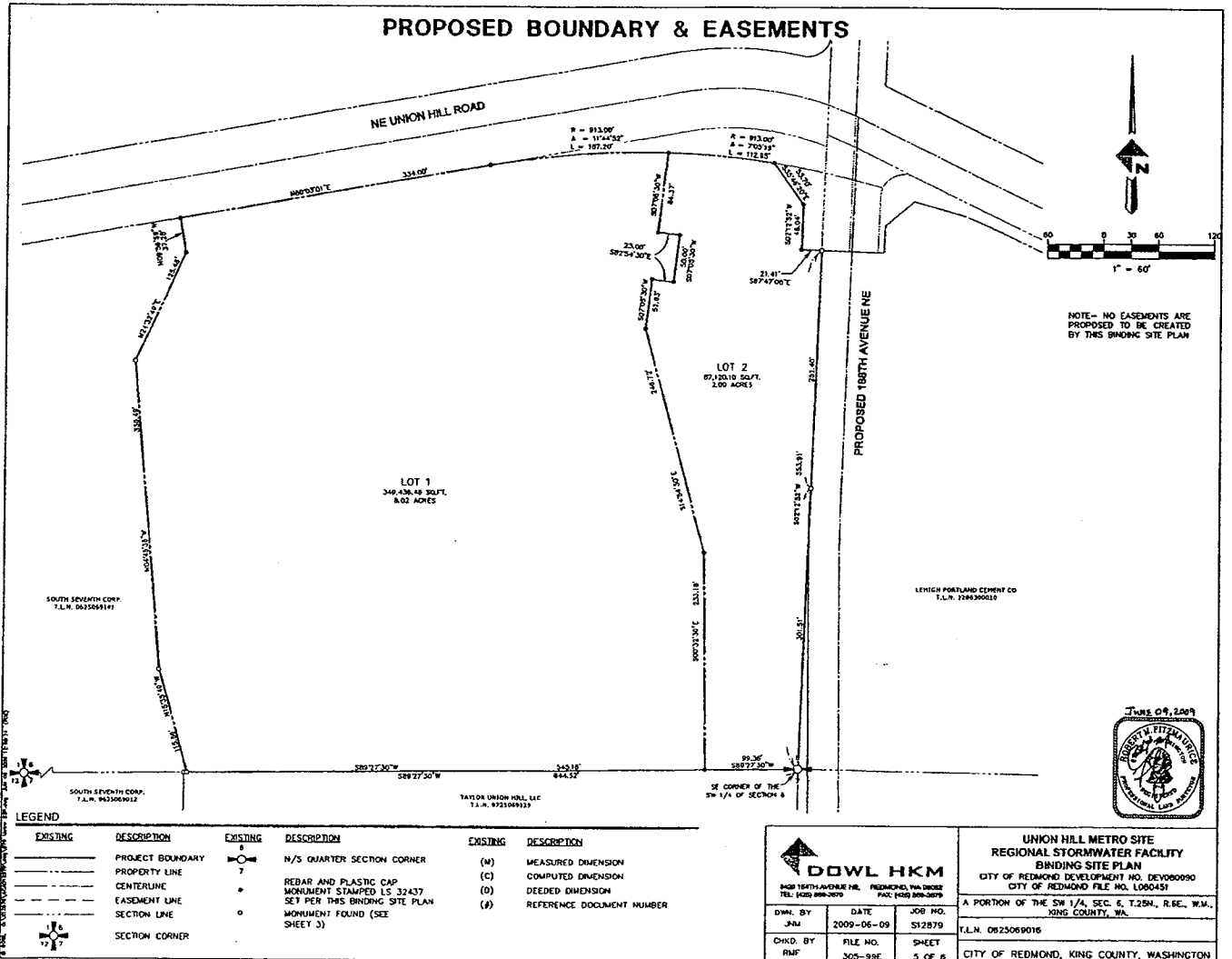
DDWL HKM
 8432 164TH AVENUE NE, REDMOND, WA 98073
 TEL: 425 889-2870 FAX: 425 889-2879

DWN. BY	DATE	JOB NO.
JNM	2009-06-09	512879
CHKD. BY	FILE NO.	SHEET
RMF	S305-990	4 OF 6

UNION HILL METRO SITE
REGIONAL STORMWATER FACILITY
BINDING SITE PLAN
 CITY OF REDMOND DEVELOPMENT NO. DEV0800590
 CITY OF REDMOND FILE NO. L080431

A PORTION OF THE SW 1/4, SEC. 6, T.25N., R.6E., W.1N.,
 T.L.N. 0625069016

CITY OF REDMOND, KING COUNTY, WASHINGTON

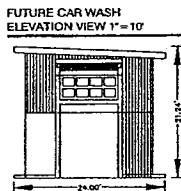
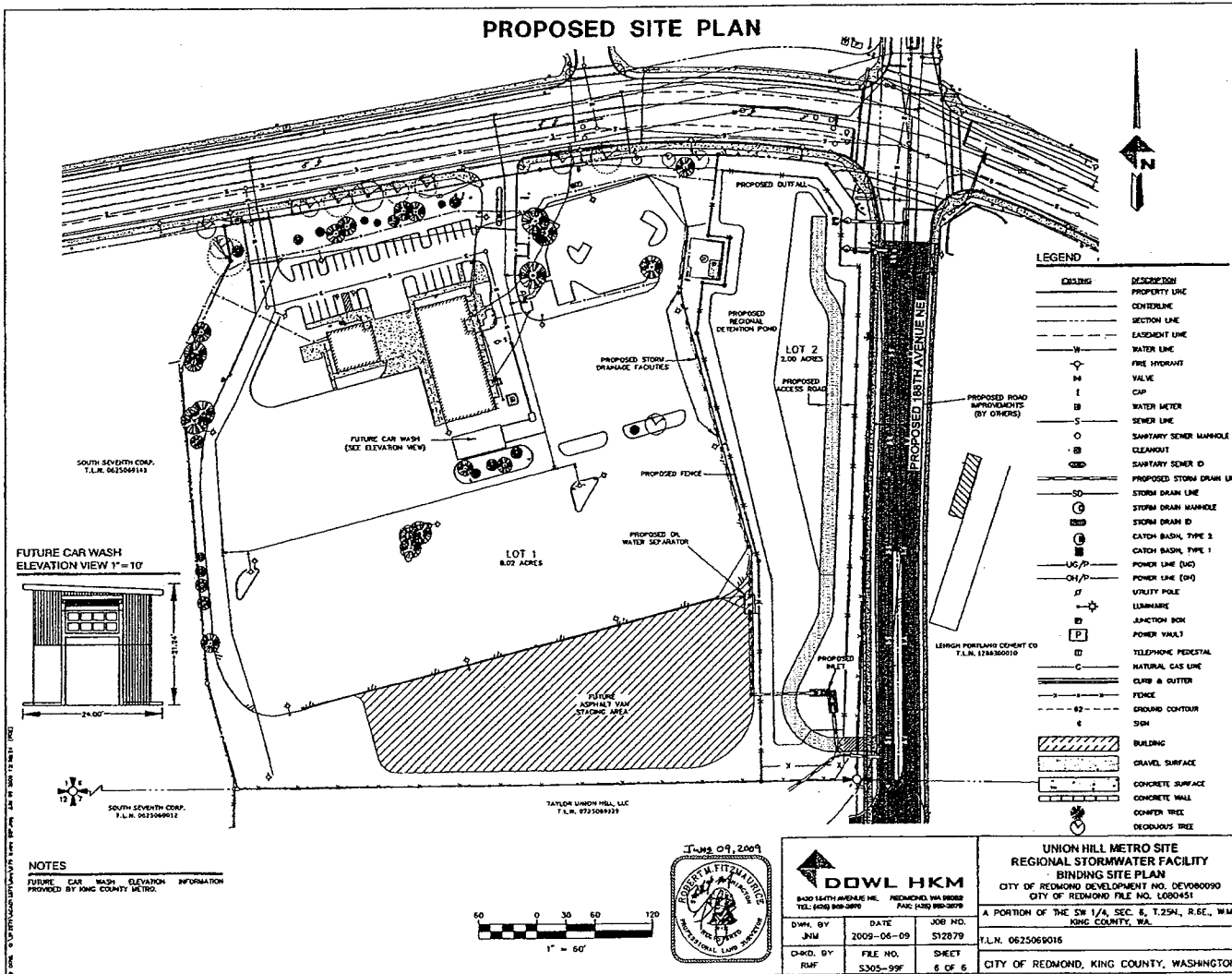


LEGEND

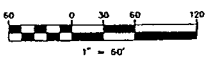
EXISTING	DESCRIPTION	EXISTING	DESCRIPTION	EXISTING	DESCRIPTION
	PROJECT BOUNDARY		N/5 QUARTER SECTION CORNER	(M)	MEASURED DIMENSION
	PROPERTY LINE		REBAR AND PLASTIC CAP MONUMENT STAMPED LS 32437 SET PER THIS BINDING SITE PLAN	(C)	COMPUTED DIMENSION
	CENTERLINE		MONUMENT FOUND (SEE SHEET 3)	(D)	DEEDED DIMENSION
	EASEMENT LINE			(#)	REFERENCE DOCUMENT NUMBER
	SECTION LINE				
	SECTION CORNER				

 DOWL HKM 1408 18TH AVENUE NE, REDMOND, WA 98073 TEL: (425) 899-3879 FAX: (425) 899-3879		UNION HILL METRO SITE REGIONAL STORMWATER FACILITY BINDING SITE PLAN CITY OF REDMOND DEVELOPMENT NO. DEV080090 CITY OF REDMOND FILE NO. L000431	
		A PORTION OF THE SW 1/4, SEC. 6, T.28N., R.6E., W.M., KING COUNTY, WA. T.L.N. 0625069016	
DWN. BY JMM	DATE 2009-06-09	JOB NO. S12879	CITY OF REDMOND, KING COUNTY, WASHINGTON
CHKD. BY RMP	FILE NO. 305-99E	SHEET 5 OF 6	

PROPOSED SITE PLAN



NOTES
 FUTURE CAR WASH ELEVATION INFORMATION PROVIDED BY KING COUNTY METRO.



DOWL HKM 8430 164TH AVENUE NE, REDMOND, WA 98052 TEL: (800) 888-3890 FAX: (425) 880-3879		UNION HILL METRO SITE REGIONAL STORMWATER FACILITY BINDING SITE PLAN CITY OF REDMOND DEVELOPMENT NO. DEV080090 CITY OF REDMOND FILE NO. L080451
DWN. BY JML	DATE 2009-06-09	JOB NO. S12879
CHD. BY RMP	FILE NO. S305-99F	SHEET 8 OF 6
A PORTION OF THE SW 1/4, SEC. 8, T.25N., R.6E., W.M., KING COUNTY, WA. T.L.N. 0625069016 CITY OF REDMOND, KING COUNTY, WASHINGTON		



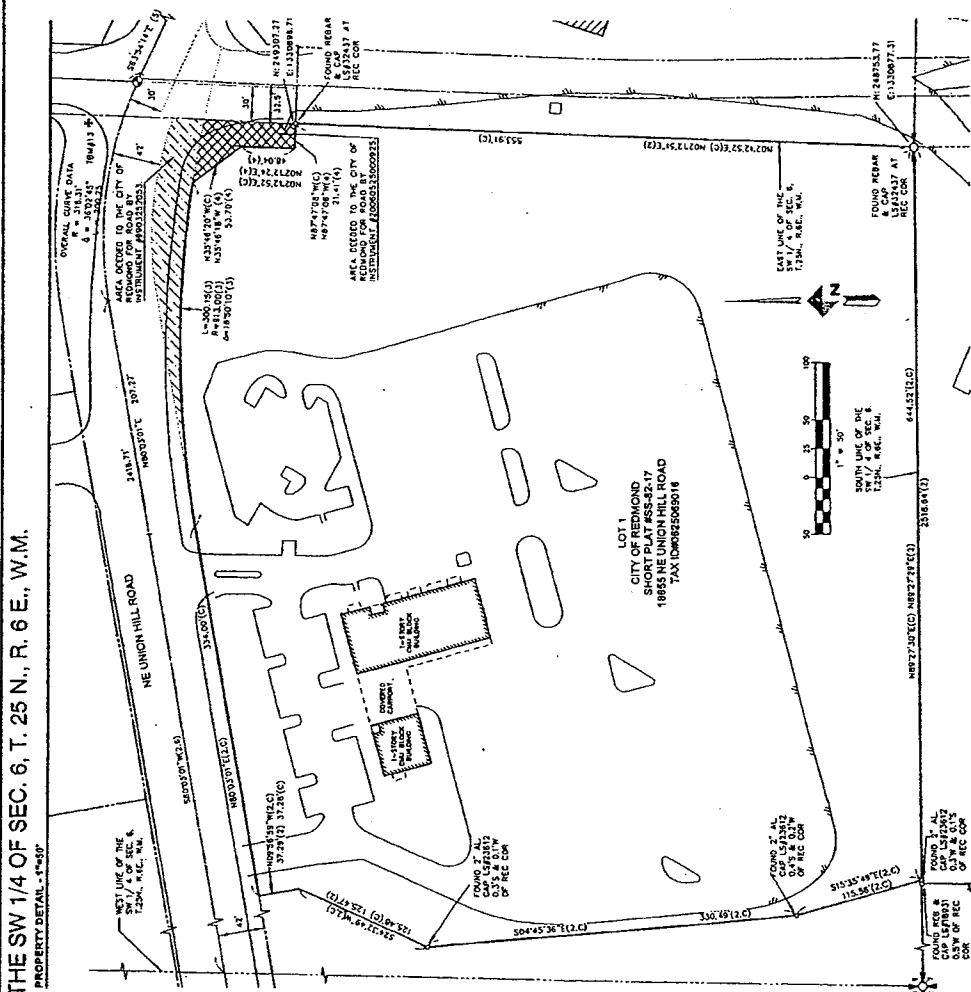
DATE	DESCRIPTION
01/11/2007	PRELIMINARY SURVEY
01/11/2007	FINAL SURVEY
01/11/2007	REVISION

DOWL H K M
 15478 NE 55TH STREET
 P.O. BOX 51010
 REDMOND, WA 98073
 TEL: (425) 556-2944

CITY OF REDMOND
 18655 NE UNION HILL ROAD
 REDMOND, WA

REGIONAL DETENTION POND
 BOUNDARY SURVEY - EXISTING
 UNION HILL METRO SITE

C2.0



- REFERENCE DOCUMENTS**
1. CITY OF REDMOND SHORT PLAT #85-22-17 DATED JUNE 13, 2006 AT 8:00AM UNDER KING COUNTY RECORDING NUMBER 200622100015.
 2. CITY OF REDMOND SHORT PLAT #85-22-17 DATED JUNE 13, 2006 AT 8:00AM UNDER KING COUNTY RECORDING NUMBER 200622100015.
 3. RECORD FOR ROAD PURPOSES AS RECORDED UNDER KING COUNTY RECORDING NUMBER 200622100015.
 4. COUNTY RECORDING NUMBER 200622100015.
 5. SHOWING SITE PLAN FOR CANADIAN TRAVEL COMPANY AS RECORDED IN VOLUME 130 OF PLATS, PAGE 87.
 6. RECORD OF SURVEY FOR SUBSTAR DEVELOPMENT AS RECORDED UNDER APN 1802072100.

EXISTING	DESCRIPTION	NOTATION
(C)	COMPUTED DIAGONAL	(C)
(D)	DIAGONAL FROM REC. DOC.	(D)
(E)	DIAGONAL FROM REC. DOC.	(E)
(F)	DIAGONAL FROM REC. DOC.	(F)
(G)	DIAGONAL FROM REC. DOC.	(G)
(H)	DIAGONAL FROM REC. DOC.	(H)
(I)	DIAGONAL FROM REC. DOC.	(I)
(J)	DIAGONAL FROM REC. DOC.	(J)
(K)	DIAGONAL FROM REC. DOC.	(K)
(L)	DIAGONAL FROM REC. DOC.	(L)
(M)	DIAGONAL FROM REC. DOC.	(M)
(N)	DIAGONAL FROM REC. DOC.	(N)
(O)	DIAGONAL FROM REC. DOC.	(O)
(P)	DIAGONAL FROM REC. DOC.	(P)
(Q)	DIAGONAL FROM REC. DOC.	(Q)
(R)	DIAGONAL FROM REC. DOC.	(R)
(S)	DIAGONAL FROM REC. DOC.	(S)
(T)	DIAGONAL FROM REC. DOC.	(T)
(U)	DIAGONAL FROM REC. DOC.	(U)
(V)	DIAGONAL FROM REC. DOC.	(V)
(W)	DIAGONAL FROM REC. DOC.	(W)
(X)	DIAGONAL FROM REC. DOC.	(X)
(Y)	DIAGONAL FROM REC. DOC.	(Y)
(Z)	DIAGONAL FROM REC. DOC.	(Z)

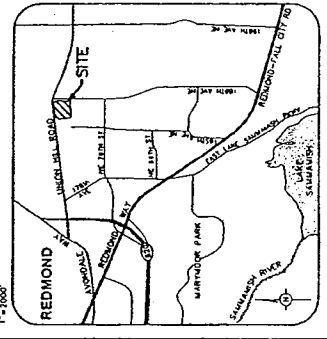
A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.
 PROPERTY DETAIL - 1"=50'

VERTICAL CONTROL DATA: NSVD 29
 CITY OF REDMOND BENCHMARK #13
 NORTH-SOUTH CORNER OF INTERSECTION OF REDMOND WAY AND NE UNION HILL ROAD
 ELEVATION = 143.04 FEET
 CITY OF REDMOND BENCHMARK #14
 3" DIAMETER BRASS DISK SET IN CONCRETE WALK AT NORTHEAST CORNER OF INTERSECTION OF REDMOND - FALL CITY HIGHWAY AND NE UNION HILL ROAD
 ELEVATION = 143.76 FEET
NEAREST BENCHMARKS:
 CONTROL POINT #4
 MONUMENT IN CASE AT THE INTERSECTION OF 18TH AVENUE NE AND NE UNION HILL ROAD
 ELEVATION = 143.86 FEET
 CONTROL POINT #13
 3" DIA. BRASS DISK SET IN CONCRETE WALK AT NORTHEAST CORNER OF INTERSECTION OF NE UNION HILL ROAD AND 18TH AVENUE NE
 ELEVATION = 143.83
HORIZONTAL CONTROL - C.O.R. MAD-43-41
 BASIS OF BEARING - REDMOND CITY HORIZONTAL CONTROL NOTEBOOK, PUBLISHED 1933 (TYPIC 5M)
 BASIS OF DISTANCE - REDMOND CITY HORIZONTAL CONTROL NOTEBOOK, PUBLISHED 1933 (TYPIC 5M)
 MONUMENTS BETWEEN CITY OF REDMOND MONUMENTS 020-374 AND 020-375

LEGAL DESCRIPTION
 THAT PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M. (SHORT PLAT #85-22-17) RECORDED UNDER KING COUNTY RECORDING NUMBER 200622100015, BEING A PORTION OF THE SOUTHWEST QUARTER OF THE SECTION 6, T. 25 N., R. 6 E., W.M., IN KING COUNTY, WASHINGTON, EXCEPT THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND BY SHORT PLAT #85-22-17 UNDER APN 1802072100, WHICH RECORDING NUMBER IS 200622100015.

TAX PARCEL NUMBER
 001256816
ZONING
 M - MANUFACTURING PARK ZONE

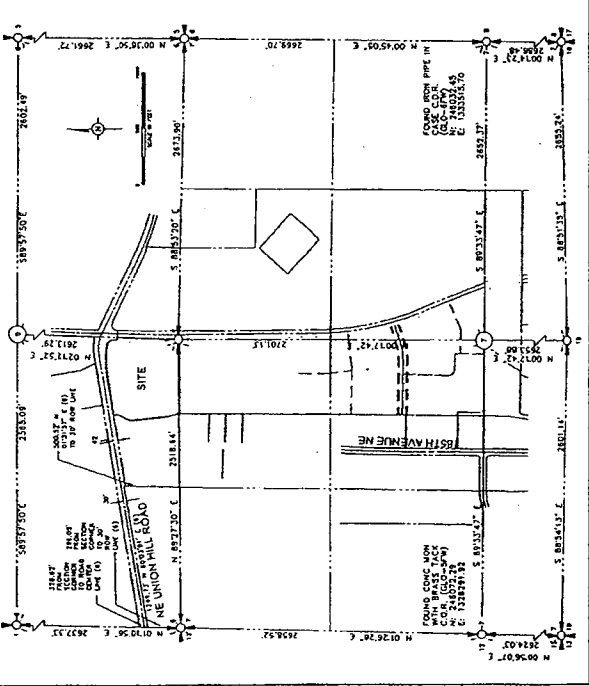
VERTICAL CONTROL DATA: NSVD 29



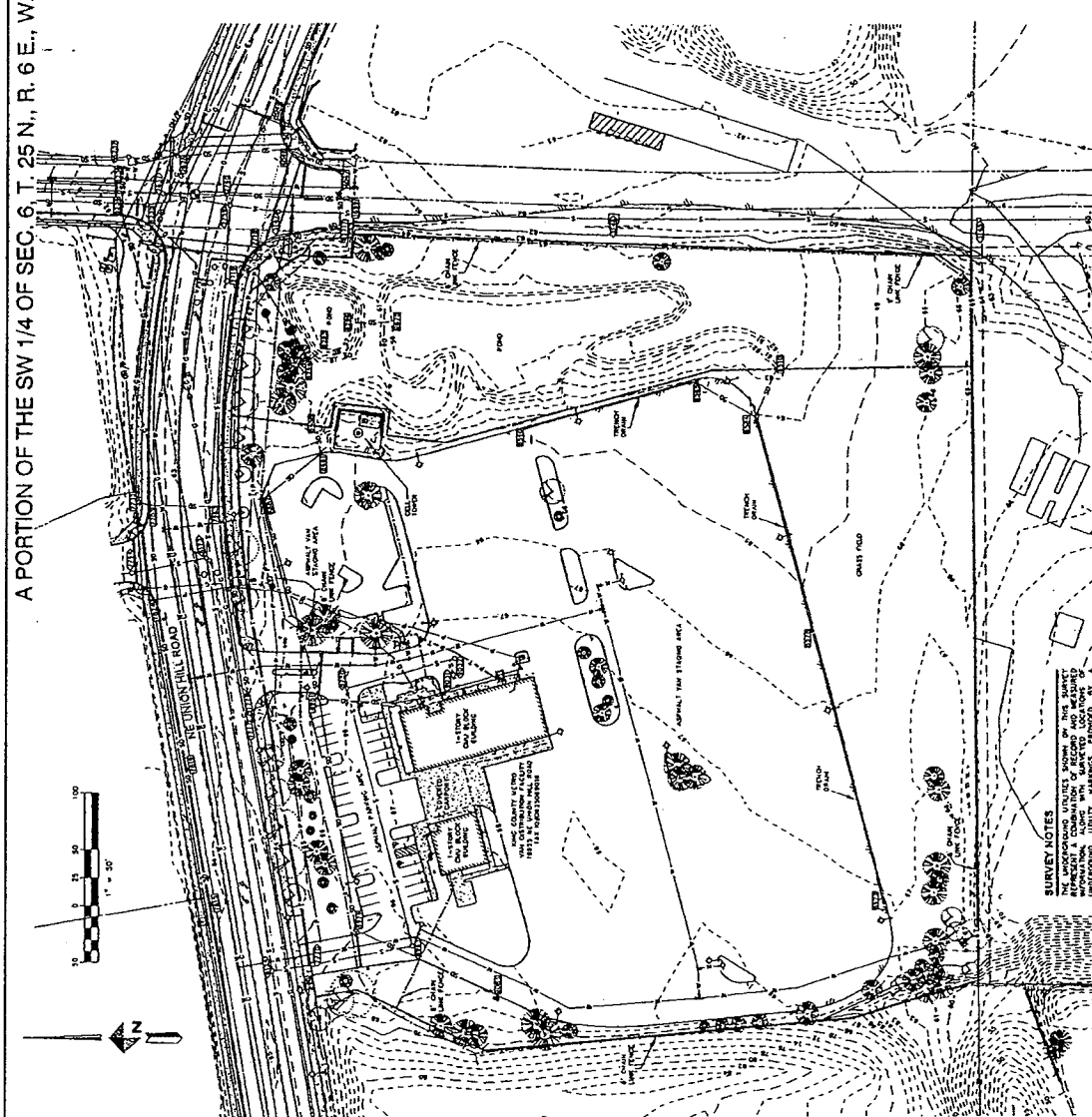
SURVEYOR'S NOTE
 THIS SURVEY WAS PERFORMED DURING THE MONTH OF SEPTEMBER 2006, AND JANUARY OF 2007. ALL MONUMENTS SHOWN HEREON WERE PLACED DURING THE COURSE OF THESE SURVEYS.
 THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN RCW 66.04.010, AS AMENDED BY RCW 66.04.010, AND THE STANDARDS AND PRACTICES SET FORTH IN RCW 66.04.010, AS AMENDED BY RCW 66.04.010, AND THE STANDARDS AND PRACTICES SET FORTH IN RCW 66.04.010, AS AMENDED BY RCW 66.04.010.

FLOOD PLAN INFORMATION
 BASED ON FEMA FIRM 1803101000, THIS SITE IS IN ZONE X, WHICH IS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN, WHICH IS ALSO OUTSIDE OF THE 100-YEAR FLOOD PLAIN.

SECTION BREAKDOWN - 1"=500'



A PORTION OF THE SW 1/4 OF SEC. 6 T. 25 N., R. 6 E., W.M.



STORM SEWER STRUCTURE TABLE

STAKE	DESCRIPTION	SIZE	DATE
640	10' DIA	10' DIA	11/20/23
641	10' DIA	10' DIA	11/20/23
642	10' DIA	10' DIA	11/20/23
643	10' DIA	10' DIA	11/20/23
644	10' DIA	10' DIA	11/20/23
645	10' DIA	10' DIA	11/20/23
646	10' DIA	10' DIA	11/20/23
647	10' DIA	10' DIA	11/20/23
648	10' DIA	10' DIA	11/20/23
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659	10' DIA	10' DIA	11/20/23
660	10' DIA	10' DIA	11/20/23
661	10' DIA	10' DIA	11/20/23
662	10' DIA	10' DIA	11/20/23
663	10' DIA	10' DIA	11/20/23
664	10' DIA	10' DIA	11/20/23
665	10' DIA	10' DIA	11/20/23
666	10' DIA	10' DIA	11/20/23
667	10' DIA	10' DIA	11/20/23
668	10' DIA	10' DIA	11/20/23
669	10' DIA	10' DIA	11/20/23
670	10' DIA	10' DIA	11/20/23
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672	10' DIA	10' DIA	11/20/23
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687	10' DIA	10' DIA	11/20/23
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689	10' DIA	10' DIA	11/20/23
690	10' DIA	10' DIA	11/20/23
691	10' DIA	10' DIA	11/20/23
692	10' DIA	10' DIA	11/20/23
693	10' DIA	10' DIA	11/20/23
694	10' DIA	10' DIA	11/20/23
695	10' DIA	10' DIA	11/20/23
696	10' DIA	10' DIA	11/20/23
697	10' DIA	10' DIA	11/20/23
698	10' DIA	10' DIA	11/20/23
699	10' DIA	10' DIA	11/20/23
700	10' DIA	10' DIA	11/20/23

LEGEND

SYMBOL	DESCRIPTION
—(S)	Sanitary Sewer
—(W)	Water
—(G)	Gas
—(P)	Power
—(T)	Telephone
—(N)	Natural Gas
—(O)	Other
---	Proposed
---(S)	Proposed Sanitary Sewer
---(W)	Proposed Water
---(G)	Proposed Gas
---(P)	Proposed Power
---(T)	Proposed Telephone
---(N)	Proposed Natural Gas
---(O)	Proposed Other

SANITARY SEWER STRUCTURE TABLE

STAKE	DESCRIPTION	SIZE	DATE
640	10' DIA	10' DIA	11/20/23
641	10' DIA	10' DIA	11/20/23
642	10' DIA	10' DIA	11/20/23
643	10' DIA	10' DIA	11/20/23
644	10' DIA	10' DIA	11/20/23
645	10' DIA	10' DIA	11/20/23
646	10' DIA	10' DIA	11/20/23
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665	10' DIA	10' DIA	11/20/23
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667	10' DIA	10' DIA	11/20/23
668	10' DIA	10' DIA	11/20/23
669	10' DIA	10' DIA	11/20/23
670	10' DIA	10' DIA	11/20/23
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672	10' DIA	10' DIA	11/20/23
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697	10' DIA	10' DIA	11/20/23
698	10' DIA	10' DIA	11/20/23
699	10' DIA	10' DIA	11/20/23
700	10' DIA	10' DIA	11/20/23

REGIONAL DETENTION POND

STAKE	DESCRIPTION	SIZE	DATE
640	10' DIA	10' DIA	11/20/23
641	10' DIA	10' DIA	11/20/23
642	10' DIA	10' DIA	11/20/23
643	10' DIA	10' DIA	11/20/23
644	10' DIA	10' DIA	11/20/23
645	10' DIA	10' DIA	11/20/23
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699	10' DIA	10' DIA	11/20/23
700	10' DIA	10' DIA	11/20/23

UNION HILL METRO SITE
REGIONAL DETENTION POND
TOPOGRAPHIC SURVEY - EXISTING

CITY OF REDMOND
16470 NE 85TH STREET
REDMOND, WA 98073
TEL: (206) 556-2844

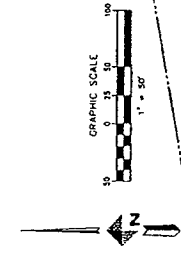
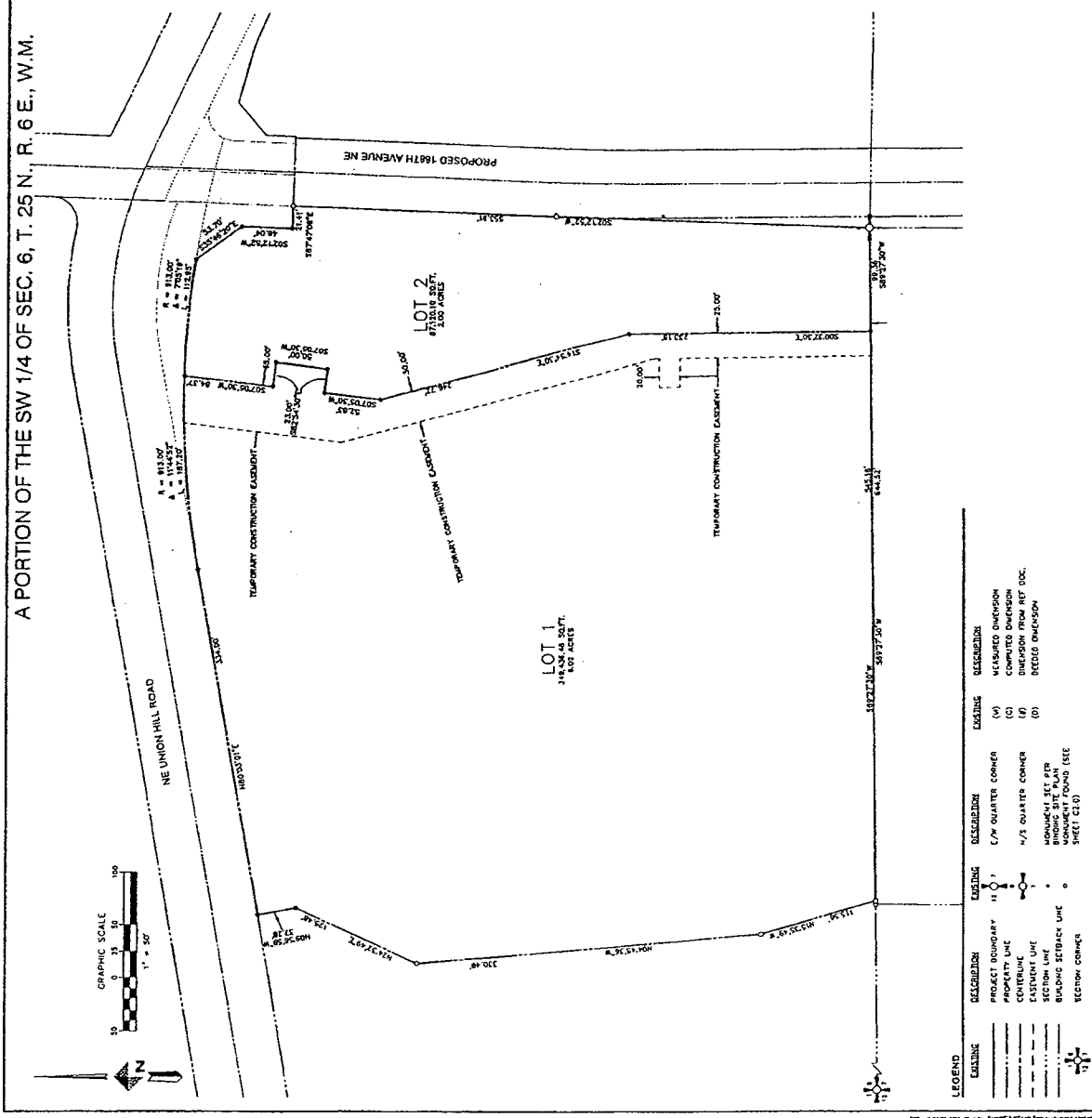
DATE: 11/20/23
SCALE: AS SHOWN
SHEET NO: 25 OF 25

16555 NE UNION HILL ROAD
REDMOND, WA

DOWL HKM
16000 NE 25TH STREET
REDMOND, WA 98073
TEL: (206) 556-2844

C22.1

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

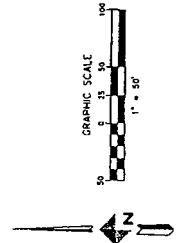


LEGEND

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
EXISTING	—	EXISTING	—
PROJECT BOUNDARY	—	7/8" QUARTER CORNER	(M)
PROPOSED	—	1/2" QUARTER CORNER	(N)
CONTRIBUTIVE	—	MEASURED DIMENSION	(W)
EASEMENT LINE	—	COMPUTED DIMENSION	(C)
SECTION LINE	—	DEED DIMENSION	(D)
BUILDING SETBACK LINE	—		
SECTION CORNER	•		

		PROPOSED BOUNDARY AND EASEMENTS UNION HILL METRO SITE REGIONAL DETENTION POND REDMOND, WA	
PREPARED BY: CITY OF REDMOND 15670 NE 85TH STREET REDMOND, WA 98053 P.O. BOX 20260 TEL: (509) 885-3100 FAX: (509) 885-3100		DRAWN BY: DOWL HKM 1810 154th Avenue NE, Redmond, WA 98053 TEL: (509) 885-3100 FAX: (509) 885-3100	
DATE:	05/20/20	SCALE:	AS SHOWN
CAD:	05/21/20	SHEET:	1 OF 2
DESIGNER:	05/21/20	PROJECT:	16855 NE UNION HILL ROAD
CHECKER:	05/21/20	DATE:	05/21/20
APPROVED:	05/21/20		

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



FIRE NOTES

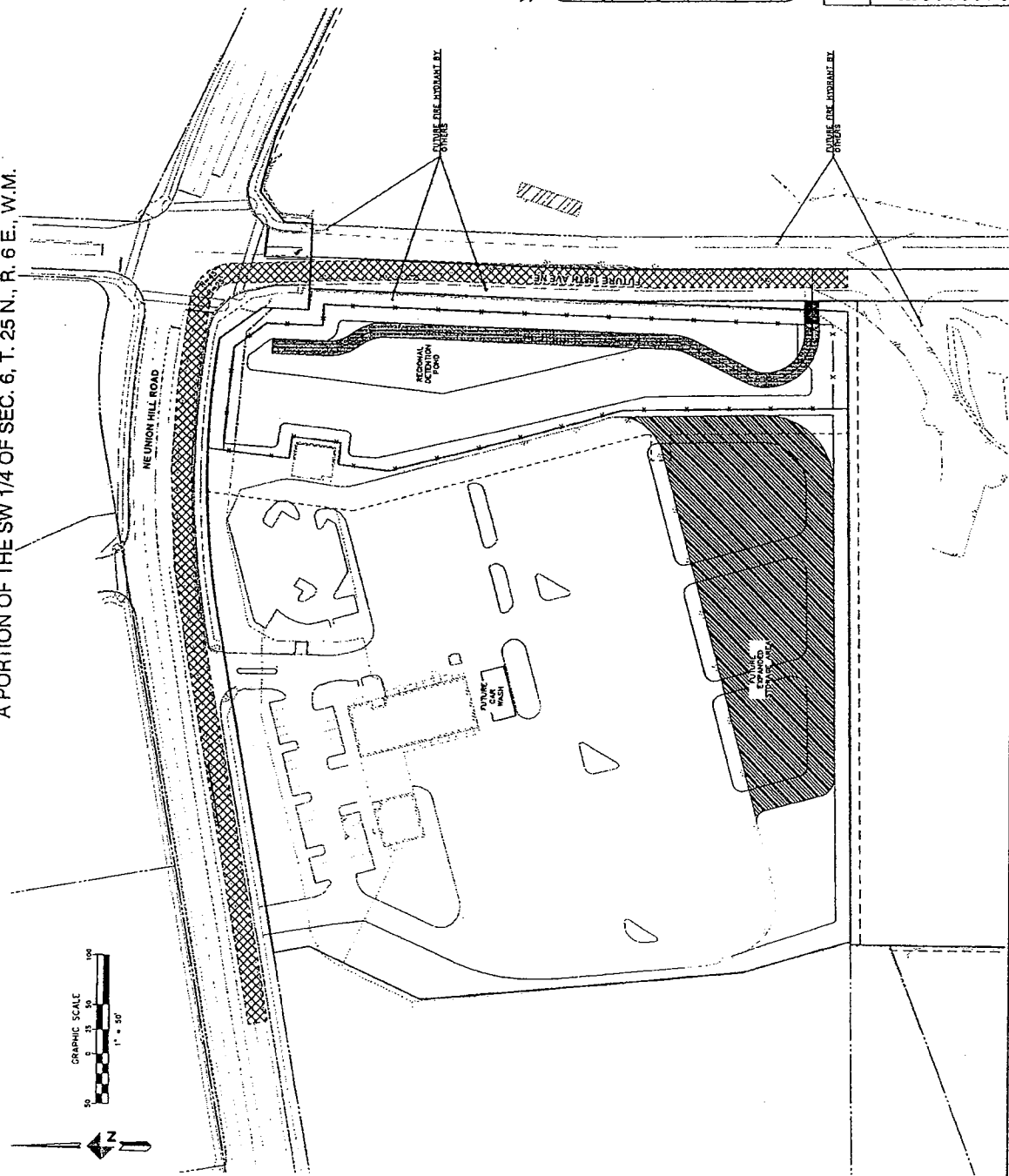
1. ALL PAINTED CURB MARKING SHALL BE PAINTED ON THE TOP AND SIDE OF THE CURB. THE LENGTH OF THE MARKING OF A PAINTED CURB MAY BE WITH A MINIMUM 6 INCH PAINTED STRIPE ON THE TOP MOST PART OF THE CURB.
2. APPROVED METAL SIGNS STANDING "NO PARKING-FIRE LANE" OR "NO PARKING-FIRE LANE-TWO SIDE OF STREET" ACQUIRED AT THE TIME OF THE PROJECT SHALL BE MAINTAINED THROUGHOUT THE PROJECT. SIGNS SHALL BE APPROXIMATELY 12" HIGH AND IF HIGH AND ONE SIDE OF STREET SHALL BE APPROXIMATELY 12" BACKGROUND MINIMUM INTERVAL SHALL BE 150' EACH DIRECTION STARTING AT ENTRY (PUBLIC ACCESS WAY).

FIRE PLAN NOTES

1. APPROVED ADDRESS SIGNS SHALL BE INSTALLED AT THE PROJECT SITE. APPROVED ADDRESS SIGNS SHALL BE MAINTAINED THROUGHOUT THE PROJECT. SIGNS SHALL BE APPROXIMATELY 12" HIGH AND IF HIGH AND ONE SIDE OF STREET SHALL BE APPROXIMATELY 12" BACKGROUND MINIMUM INTERVAL SHALL BE 150' EACH DIRECTION STARTING AT ENTRY (PUBLIC ACCESS WAY).
2. ADDRESS NUMBERS SHALL BE DESIGNATED BY THE FIRE MARSHAL.

FIRE PLAN LEGEND

- EMERGENCY VEHICLE ROUTE



DATE	DESCRIPTION
01/15/2008	PRELIMINARY PLAN
02/15/2008	REVISED PLAN
03/15/2008	REVISED PLAN
04/15/2008	REVISED PLAN
05/15/2008	REVISED PLAN
06/15/2008	REVISED PLAN
07/15/2008	REVISED PLAN
08/15/2008	REVISED PLAN
09/15/2008	REVISED PLAN
10/15/2008	REVISED PLAN
11/15/2008	REVISED PLAN
12/15/2008	REVISED PLAN

APPROVED FOR

CITY OF REDMOND

1540 NE 20TH STREET
 REDMOND, WA 98073
 TEL: (425) 558-2944

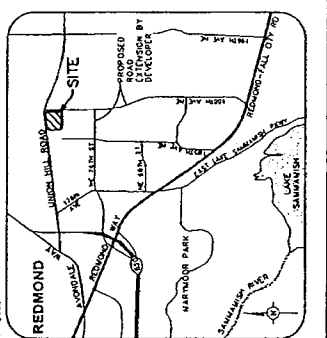
REGIONAL DETENTION POND

UNION HILL METRO SITE

SITE FIRE PLAN

16555 NE UNION HILL ROAD
 REDMOND, WA 98073

C3.0/FP.1.0



APPROVED FOR CONSTRUCTION


CALL 48 HOURS BEFORE YOU DIG
 1-800-424-5555

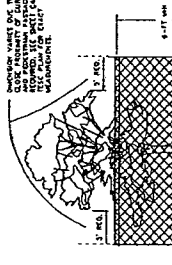
THIS DEVELOPMENT SHALL BE CONSIDERED AS A PUBLIC UTILITY WITH THE JOB CITY OF REDMOND. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY CHANGES TO THE SPECIFICATIONS AND DETAILS.

APPROVED FOR CONSTRUCTION

City Engineer: _____
 Date: _____
 Title: _____

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

		APPROVED: _____ DATE: _____ CHECKED: _____ DATE: _____ DESIGNED: _____ DATE: _____ DRAWN: _____ DATE: _____	PROJECT NO. 15655 NE UNION HILL ROAD REGIONAL DETENTION POND TESC PLAN NE	CITY OF REDMOND 15620 NE 85TH STREET REDMOND, WA 98073 TEL: (425) 556-2044	15655 NE UNION HILL ROAD REGIONAL DETENTION POND TESC PLAN NE
---	--	--	---	---	---



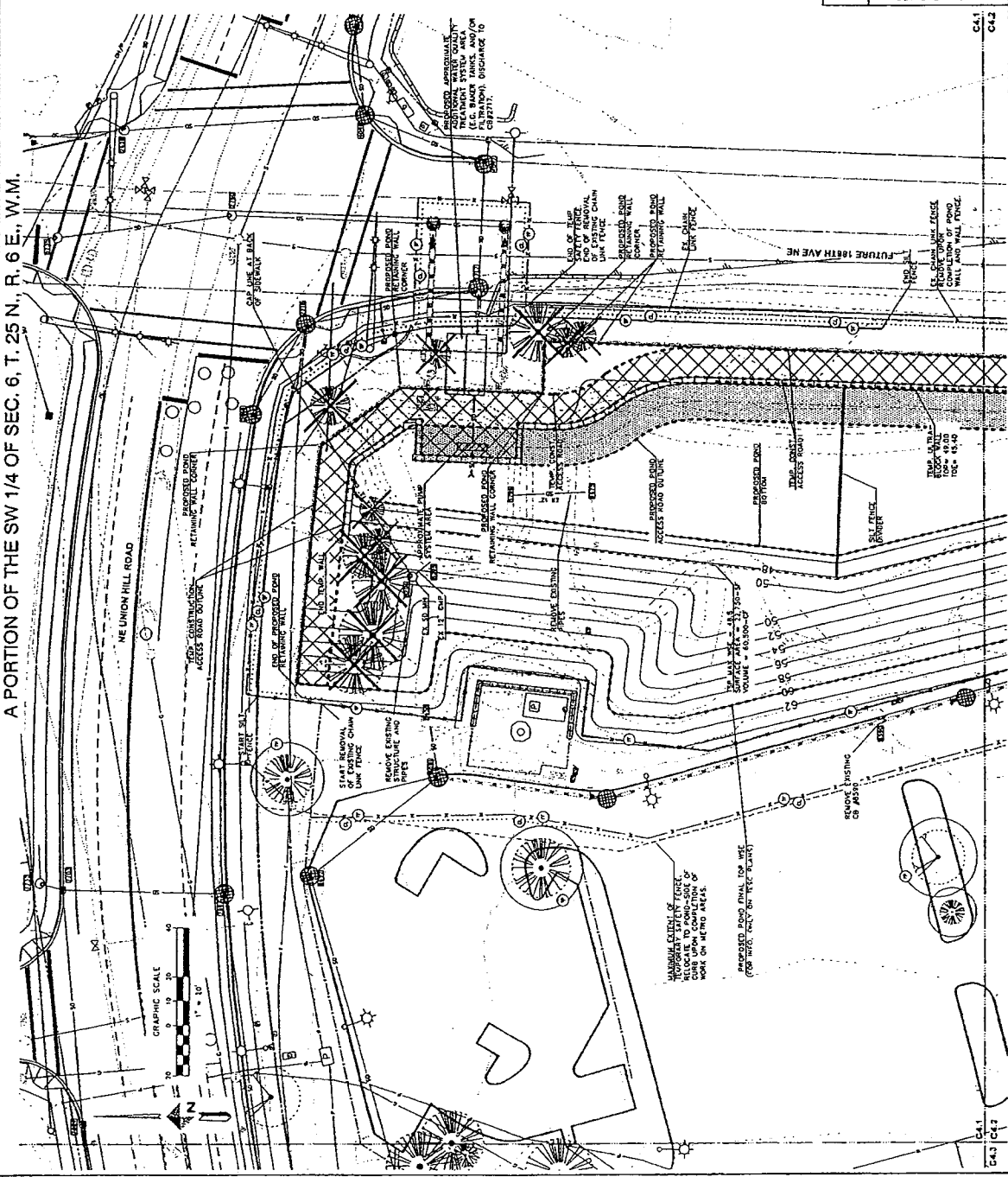
1 TREE PROTECTION
NOT TO SCALE

CONSTRUCTION SHALL BE LIMITED TO THE PERIMETER OF THE TREE TO BE PROTECTED. ALL WORK SHALL BE COMPLETED WITHIN THE TREE PROTECTION ZONE. THE TREE PROTECTION ZONE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. THE TREE PROTECTION ZONE SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER AFTER CONSTRUCTION IS COMPLETE.

CALL 48 HOURS BEFORE YOU DIG
1-800-424-5555

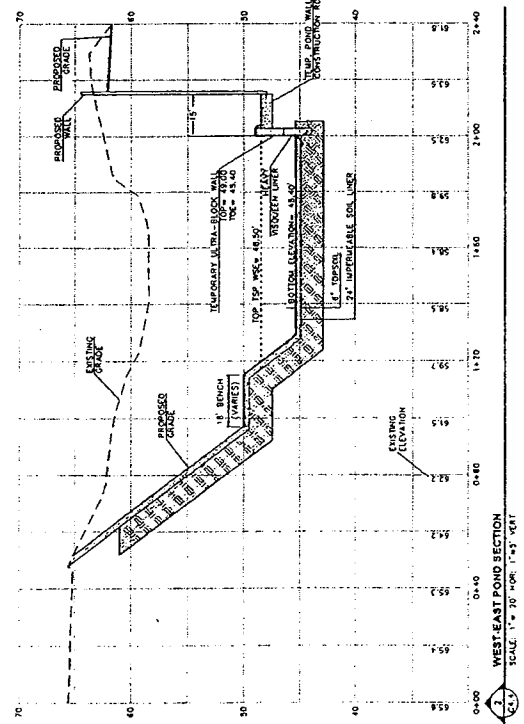
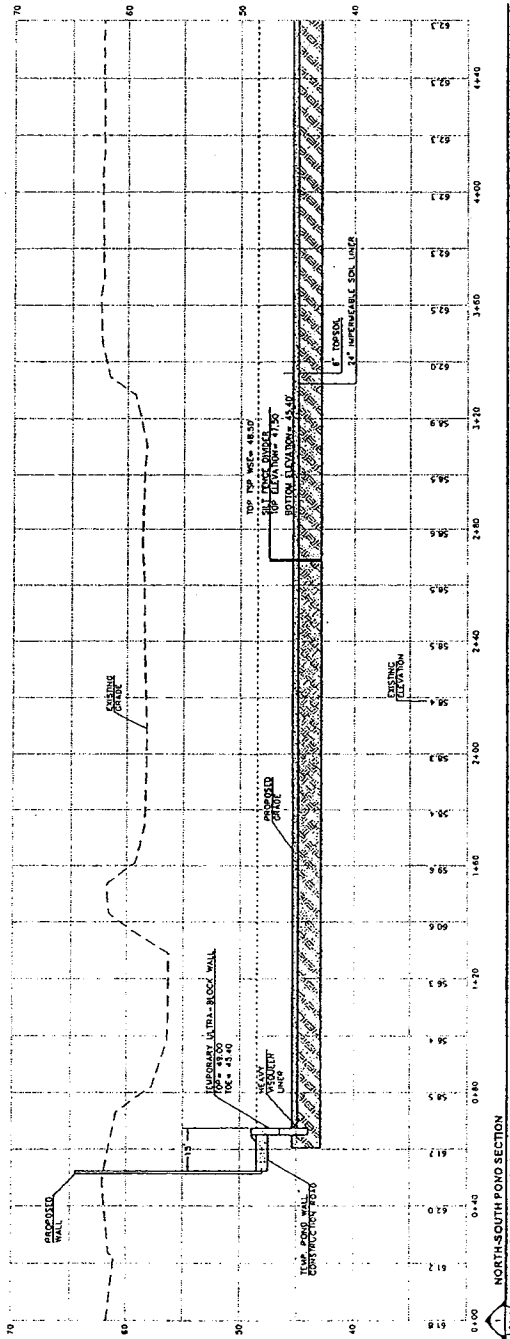
THIS DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION BY THE CITY OF REDMOND.

For: [Name], [Title], [Company]
 Attn: [Name], [Title], [Company]
 15655 NE Union Hill Road
 Redmond, WA 98073
 Phone: [Number]
 Fax: [Number]
 E-mail: [Address]



C4.1
C4.2
C4.3
C4.2

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



NOTE
TEMPORARY WALLS OVER 4' TALL REQUIRE A SEPARATE BUILDING PERMIT

THIS DOCUMENT SHALL BE
CONSIDERED IN ACCORDANCE
WITH THE STANDARD SPECIFICATIONS
REVISIONS STANDARD
APPROVED FOR CONSTRUCTION

**CALL 48 HOURS
BEFORE YOU DIG**
1-800-424-5555

THIS DOCUMENT IS THE PROPERTY OF
THE CITY OF REDMOND AND IS TO BE
RETURNED TO THE CITY OF REDMOND
ENGINEERING DEPARTMENT AT THE
COMPLETION OF THE PROJECT.
THIS DOCUMENT IS NOT TO BE
REPRODUCED OR TRANSMITTED IN ANY
FORM OR BY ANY MEANS, ELECTRONIC
OR MECHANICAL, INCLUDING PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION
SYSTEMS WITHOUT PERMISSION FROM THE
CITY OF REDMOND. THE CITY OF REDMOND
RESERVES THE RIGHT TO REVOKE OR
AMEND THIS DOCUMENT AT ANY TIME
WITHOUT NOTICE.

City Engineer: _____
Date: _____
Scale: _____

City of Redmond
1500 N. 95th Street
Redmond, WA 98073
Tel: (509) 881-2011

PROJECT FOR

**REGIONAL HILL METRO SITE
TREC SECTIONS AND DETAILS**

CITY OF REDMOND
1500 N. 95th Street
Redmond, WA 98073
Tel: (509) 881-2011

DATE	BY	REVISION

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	11/11/11	PRELIMINARY	DK	DK
2	11/11/11	REVISED	DK	DK
3	11/11/11	REVISED	DK	DK
4	11/11/11	REVISED	DK	DK
5	11/11/11	REVISED	DK	DK
6	11/11/11	REVISED	DK	DK
7	11/11/11	REVISED	DK	DK
8	11/11/11	REVISED	DK	DK
9	11/11/11	REVISED	DK	DK
10	11/11/11	REVISED	DK	DK
11	11/11/11	REVISED	DK	DK
12	11/11/11	REVISED	DK	DK
13	11/11/11	REVISED	DK	DK
14	11/11/11	REVISED	DK	DK
15	11/11/11	REVISED	DK	DK
16	11/11/11	REVISED	DK	DK
17	11/11/11	REVISED	DK	DK
18	11/11/11	REVISED	DK	DK
19	11/11/11	REVISED	DK	DK
20	11/11/11	REVISED	DK	DK

DOWL HKM
 DESIGNER
 15470 NE 85TH STREET
 REDMOND, WA 98073
 TEL: (206) 556-2844

CITY OF REDMOND
 APPROVED FOR
 15470 NE 85TH STREET
 REDMOND, WA 98073
 TEL: (206) 556-2844

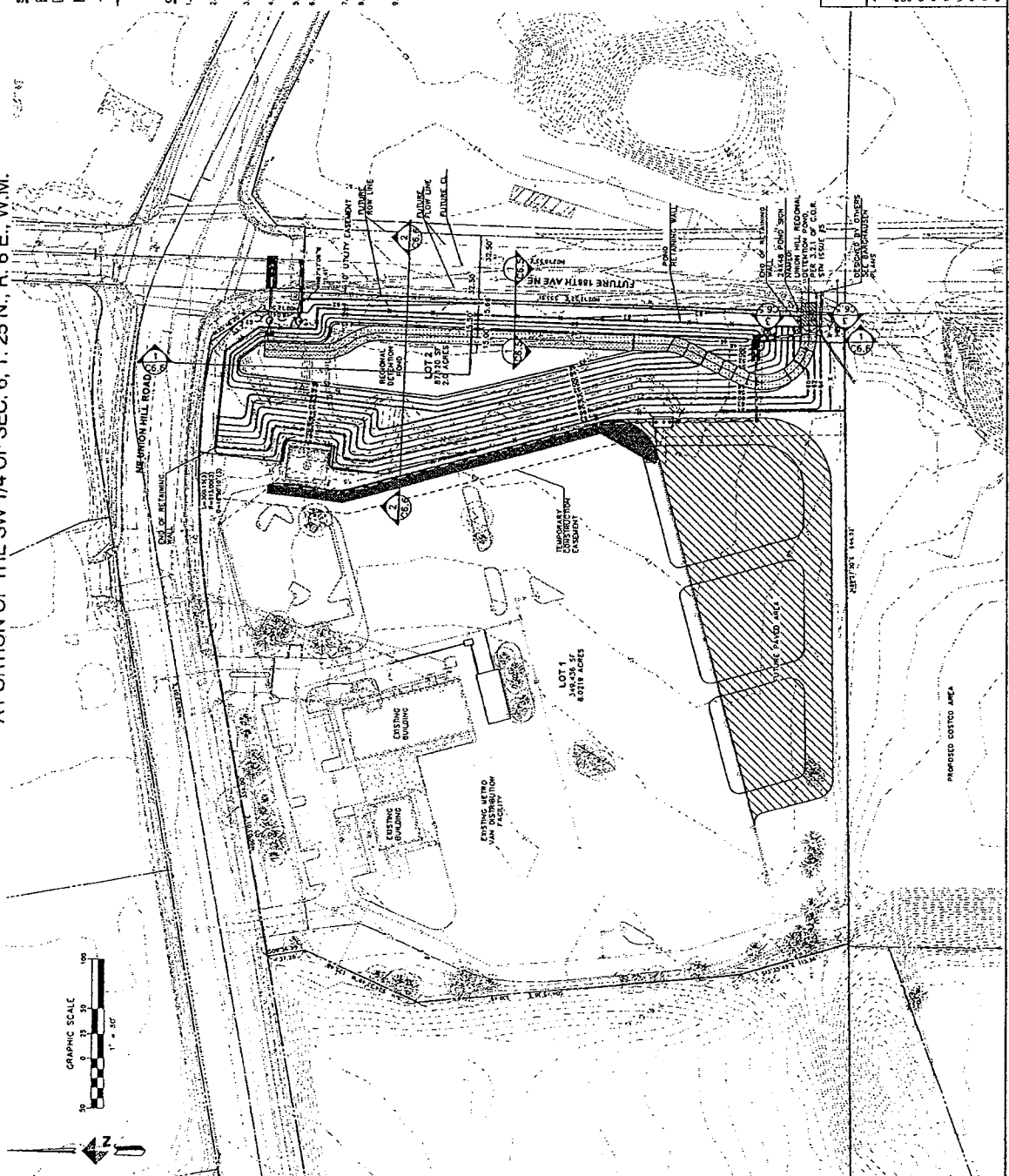
REGIONAL DETENTION POND
 UNION HILL METRO SITE
 SITE, GRADING & DRAINAGE PLAN OVERVIEW
 18655 NE UNION HILL ROAD
 REDMOND, WA

C5.0
 SHEET
 18655 NE UNION HILL ROAD
 REGIONAL DETENTION POND
 UNION HILL METRO SITE
 SITE, GRADING & DRAINAGE PLAN OVERVIEW

- SITE PLAN LEGEND**
- REGULAR DUTY ASPHALT PAVEMENT
 - DRIVEWAY ACCESS ROAD
 - ASPHALT OVERLAY FOR ROADWAY TRENCH REPAIR PER C.C.R. STD DMC NO. 207 AND 201
 - EASEMENT OR SETBACK LINE
 - SLOPER PILE AND CONCRETE RETAINING WALL WITH FENCE ON TOP

- GRADING AND DRAINAGE NOTES**
1. STORM DRAINAGE PIPE TO BE WATER TIGHT SMOOTH WALL ADS M-12 OR APPROVED EQUAL DEEP EXCEPT WHERE OTHERWISE NOTED.
 2. SEE WOOD STANDARD PLAN B-13-00-00 FOR TYPE 1 CATCH BASINS.
 3. SEE WOOD STANDARD PLAN B-14-00-00 FOR TYPE 1L CATCH BASINS.
 4. SEE WOOD STANDARD PLAN B-16-00-00 FOR TYPE 2 CATCH BASINS.
 5. SEE WOOD STANDARD PLAN B-15-00-00 FOR TYPE 3 CATCH BASINS.
 6. SEE CCR B10 FOR DETENTION SYSTEM CONTROL STRUCTURE.
 7. IN THE EVENT THAT THE CITY OF REDMOND ACQUIRES AN EASEMENT IN THE CONSTRUCTION OF THE WALL CASCAUNT TO THE CITY TO FACILITATE CONSTRUCTION OF THE WALL.
 8. DETENTION PIPES MAY BE AS TESTED BEFORE FINAL ACCEPTANCE.
 9. POND TO BE CONSTRUCTED WITHIN THE FOOT OF THE JAIL. THE EXISTING CHAIN LINK FENCE ON THE POND LOT CAN BE MAINTAINED ONCE FORD CONSTRUCTION WITH WALL AND DEEP FENCE HAS BEEN INSTALLED.

APPROVED FOR CONSTRUCTION
 THE DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS.
 CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555



APPROVED FOR CONSTRUCTION
 THE DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS.
 CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555

APPROVED FOR CONSTRUCTION
 THE DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS.
 CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555



NO.	DATE	BY	DESCRIPTION
1	11/10/09	HKM	PREPARED FOR ISSUE
2	11/10/09	HKM	REVISION
3	11/10/09	HKM	REVISION
4	11/10/09	HKM	REVISION
5	11/10/09	HKM	REVISION
6	11/10/09	HKM	REVISION
7	11/10/09	HKM	REVISION
8	11/10/09	HKM	REVISION
9	11/10/09	HKM	REVISION
10	11/10/09	HKM	REVISION

DOWN HKM

APPROVED FOR CONSTRUCTION

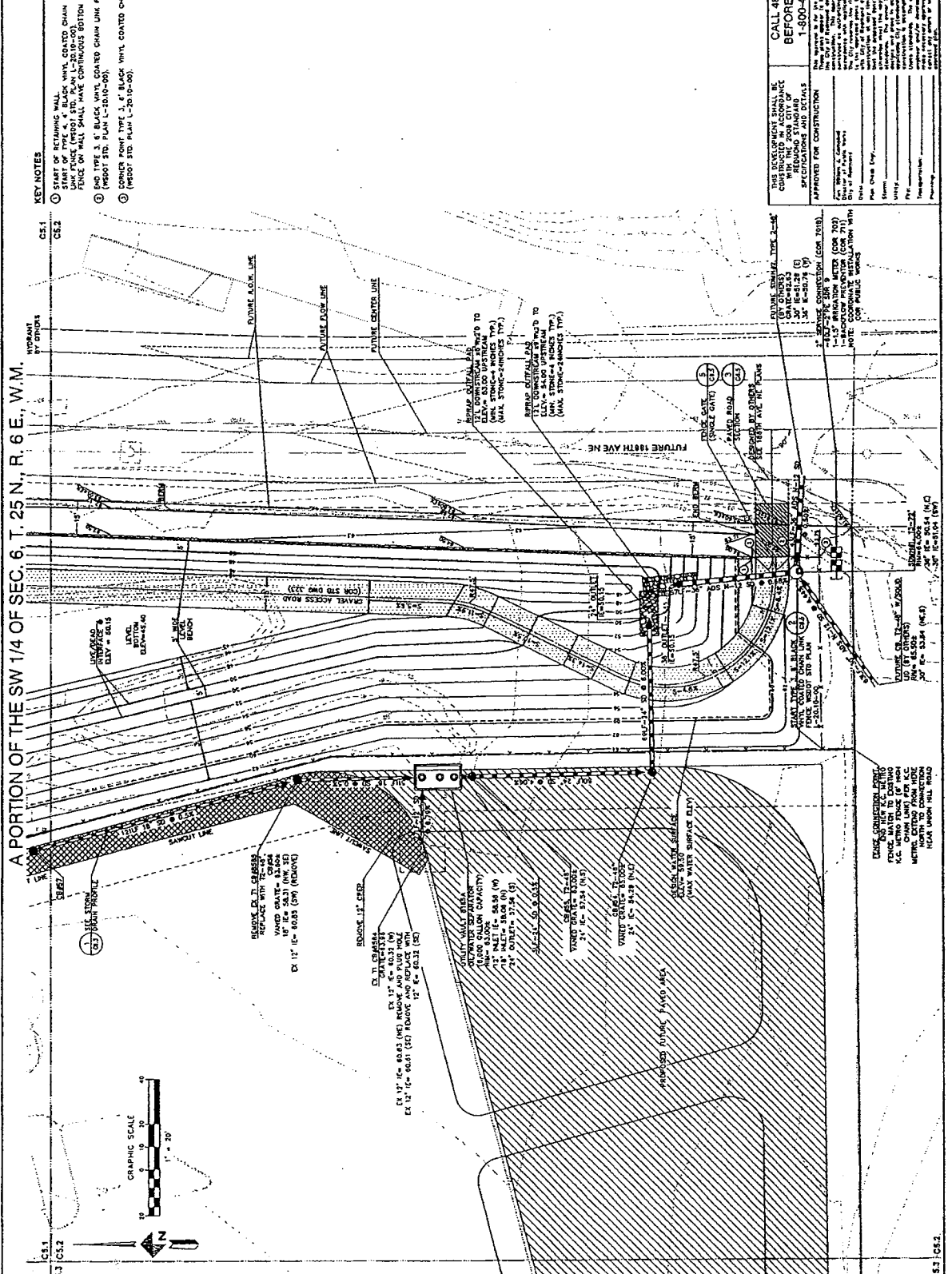
CITY OF REDMOND
15470 NE 85TH STREET
REDMOND, WA 98053
TEL: (425) 596-7244

REGIONAL HILL METRO SITE
SITE, GRADING & DRAINAGE PLAN SE

C5.2

KEY NOTES

- START OF RETAINING WALL
- START OF TYPE A, 4" BLACK WHYL COATED CHAIN LINK FENCE ON MAIN ROAD. CONTINUOUS BOTTOM AND TOP RAILS.
- END OF TYPE A, 4" BLACK WHYL COATED CHAIN LINK FENCE
- CONCRETE POINT TYPE 3, 4" BLACK WHYL COATED CHAIN LINK FENCE
- CONCRETE POINT TYPE 3, 4" BLACK WHYL COATED CHAIN LINK FENCE
- REVISIONS TO PLAN L-1010-001
- REVISIONS TO PLAN L-1010-002

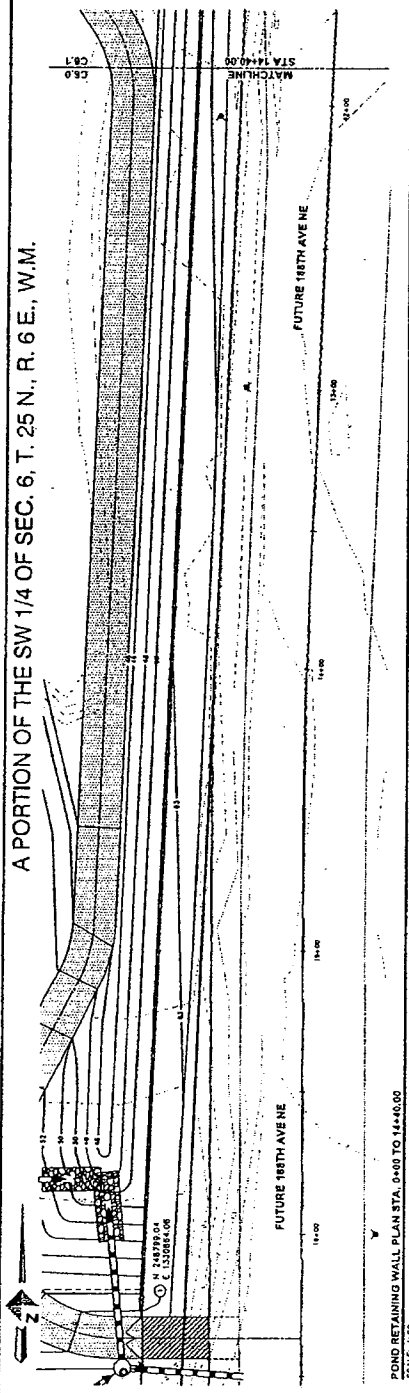


THIS DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS OF THE CITY OF REDMOND, WA.

GRAPHIC SCALE
1" = 20'

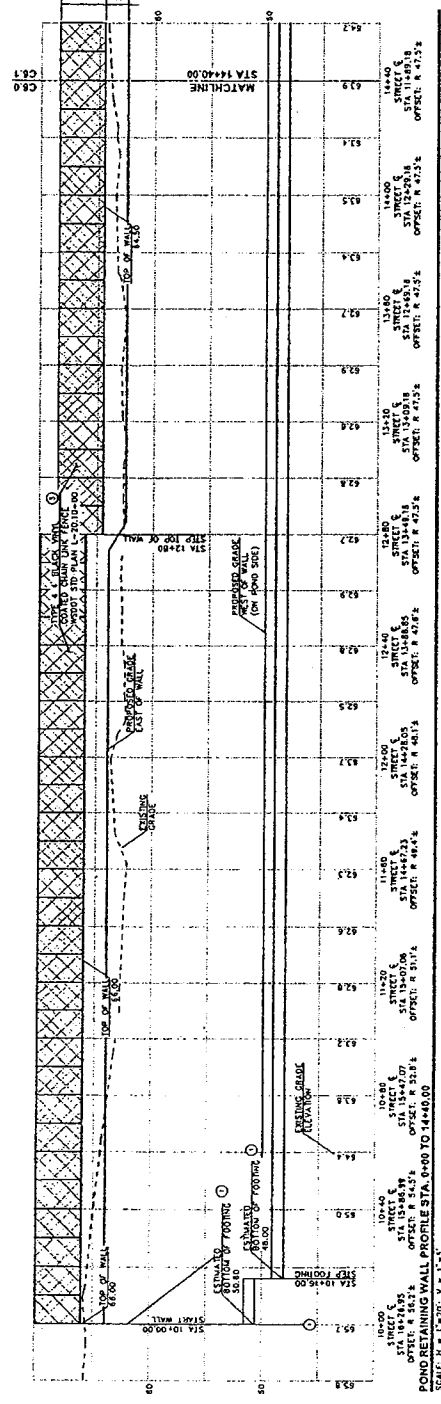
C5.1 C5.2 C5.3 C5.4

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



POND RETAINING WALL PLAN STA. 0+00 TO 14+40.00
SCALE: 1"=20'

- RETAINING WALL NOTES**
1. WALL PROFILE REFLECTS THE ALIGNMENT OF THE EASTERN (CLOSEST TO ROAD) FACE OF THE RETAINING WALL.
 2. FENCING DERIVED IN PROFILE ARE SCRAMBLED. PIPE PENETRATIONS THROUGH RETAINING WALL SHALL BE SET INTO THROUGH WALL THICKNESS.
 3. FENCE ON WALL SHALL HAVE CONTINUOUS TOP AND BOTTOM RAIL.



POND RETAINING WALL PROFILE STA. 0+00 TO 14+40.00
SCALE: H = 1"=20'; V = 1"=5'



DATE	DESCRIPTION	BY	CHKD	APP'D
11/28/08	ISSUED FOR PERMIT	JM		
11/27/08	ISSUED FOR PERMIT	JM		
11/26/08	ISSUED FOR PERMIT	JM		
11/25/08	ISSUED FOR PERMIT	JM		
11/24/08	ISSUED FOR PERMIT	JM		
11/23/08	ISSUED FOR PERMIT	JM		
11/22/08	ISSUED FOR PERMIT	JM		
11/21/08	ISSUED FOR PERMIT	JM		
11/20/08	ISSUED FOR PERMIT	JM		
11/19/08	ISSUED FOR PERMIT	JM		
11/18/08	ISSUED FOR PERMIT	JM		
11/17/08	ISSUED FOR PERMIT	JM		
11/16/08	ISSUED FOR PERMIT	JM		
11/15/08	ISSUED FOR PERMIT	JM		
11/14/08	ISSUED FOR PERMIT	JM		
11/13/08	ISSUED FOR PERMIT	JM		
11/12/08	ISSUED FOR PERMIT	JM		
11/11/08	ISSUED FOR PERMIT	JM		
11/10/08	ISSUED FOR PERMIT	JM		
11/9/08	ISSUED FOR PERMIT	JM		
11/8/08	ISSUED FOR PERMIT	JM		
11/7/08	ISSUED FOR PERMIT	JM		
11/6/08	ISSUED FOR PERMIT	JM		
11/5/08	ISSUED FOR PERMIT	JM		
11/4/08	ISSUED FOR PERMIT	JM		
11/3/08	ISSUED FOR PERMIT	JM		
11/2/08	ISSUED FOR PERMIT	JM		
11/1/08	ISSUED FOR PERMIT	JM		

DOWL HKM

15670 NE 55TH STREET
REDMOND, WA 98073
TEL: (425) 556-2044

CITY OF REDMOND

16655 NE UNION HILL ROAD
REDMOND, WA

REGIONAL DETENTION POND

UNION HILL METRO SITE

WALL PROFILES & DETAILS

SCALE: AS SHOWN

C81

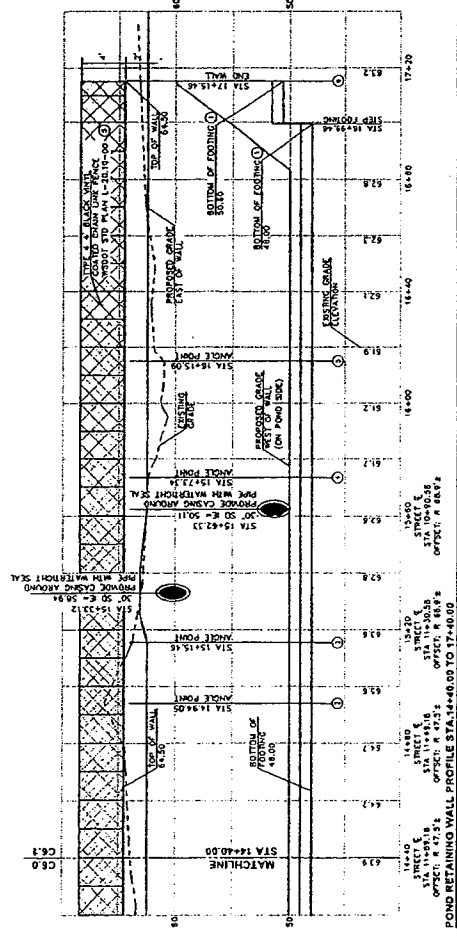
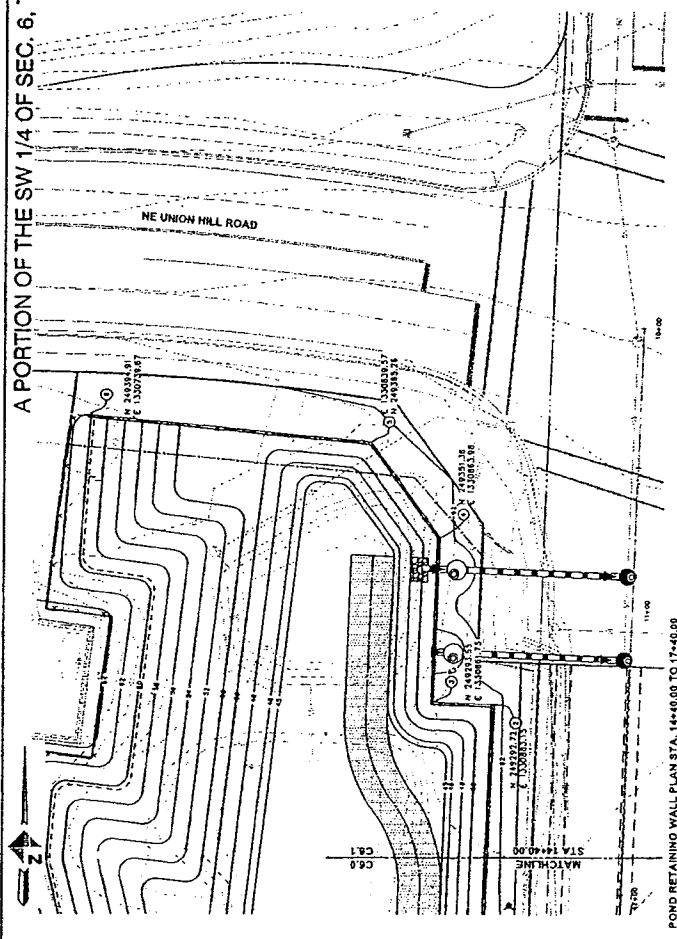
CALL 48 HOURS BEFORE YOU DIG
1-800-424-5555

THE SUBMITTER SHALL BE CONSIDERED TO BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA PROVIDED IN ACCORDANCE WITH THE SPECIFICATIONS AND DETAILS.

APPROVED FOR CONSTRUCTION

DATE: 11/28/08
BY: JM

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



- RETAINING WALL NOTES**
1. REFER TO STRUCTURAL PLANS FOR ALL DETAILS RELATING TO RETAINING WALL CONSTRUCTION.
 2. WALL PROFILE REFLECTS THE ALIGNMENT OF THE RETAINING WALL (CLOSEST TO ROAD) FACE OF THE RETAINING WALL.
 3. FOOTINGS DEPICTED IN PROFILES ARE SCHEMATIC. REFER TO STRUCTURAL PLANS FOR FOOTING THICKNESS.
 4. SAFE OPERATIONS THROUGH RETAINING WALL STRUCTURES SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE WALL.
 5. FENCE ON WALL SHALL HAVE CONTINUOUS TOP AND BOTTOM RAIL.



DATE	BY	REVISION
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT
11/15/20	DL	ISSUE FOR PERMIT

DAWLING
 ENGINEERING & ARCHITECTURE
 15670 NE 85TH STREET
 REDMOND, WA 98073
 TEL: (425) 554-2944

CITY OF REDMOND
 15670 NE 85TH STREET
 REDMOND, WA 98073
 TEL: (425) 554-2944

REGIONAL DETENTION POND
 WALL PROFILES & DETAILS
 REGIONAL WA
 16555 NE UNION HILL ROAD

NO.	DATE	REVISION
1	11/15/20	ISSUE FOR PERMIT
2	11/15/20	ISSUE FOR PERMIT
3	11/15/20	ISSUE FOR PERMIT
4	11/15/20	ISSUE FOR PERMIT
5	11/15/20	ISSUE FOR PERMIT
6	11/15/20	ISSUE FOR PERMIT
7	11/15/20	ISSUE FOR PERMIT
8	11/15/20	ISSUE FOR PERMIT
9	11/15/20	ISSUE FOR PERMIT
10	11/15/20	ISSUE FOR PERMIT

C6.1

CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555

THIS DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, LATEST EDITION.

APPROVED FOR CONSTRUCTION:

FOR THE CITY OF REDMOND:
 Mayor: _____
 City Engineer: _____
 City Clerk: _____

FOR THE DEVELOPER:
 Name: _____
 Title: _____
 Date: _____

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



DATE	BY	DESCRIPTION
11/22/18	MM	FINAL DESIGN AND PERMITS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS
11/22/18	MM	REVISED PER COMMENTS

DOWL H.K.M.

DESIGNER OF RECORD

15620 NE 53RD STREET
REDMOND, WA 98073
TEL: (425) 556-2444

CITY OF REDMOND

15620 NE 53RD STREET
REDMOND, WA 98073
TEL: (425) 556-2444

**REGIONAL HILL METRO SITE
STORM DRAIN PROFILES**

18655 NE UNCKAN HILL ROAD
REDMOND, WA

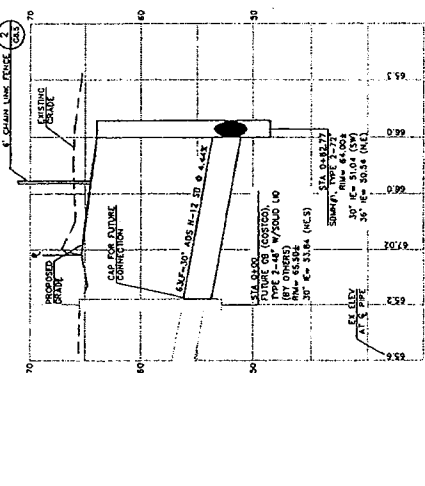
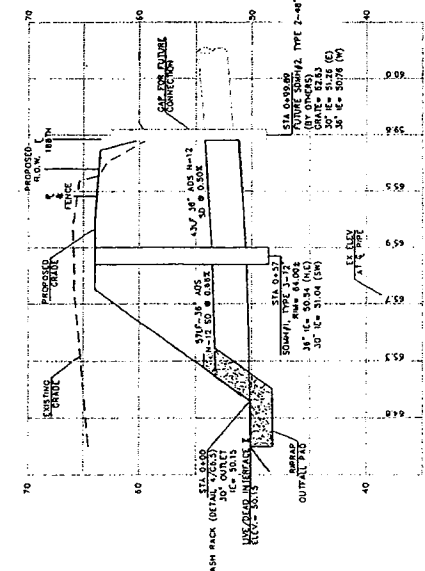
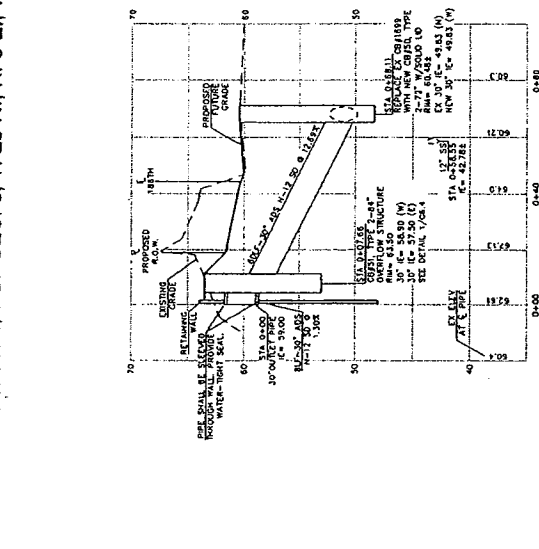
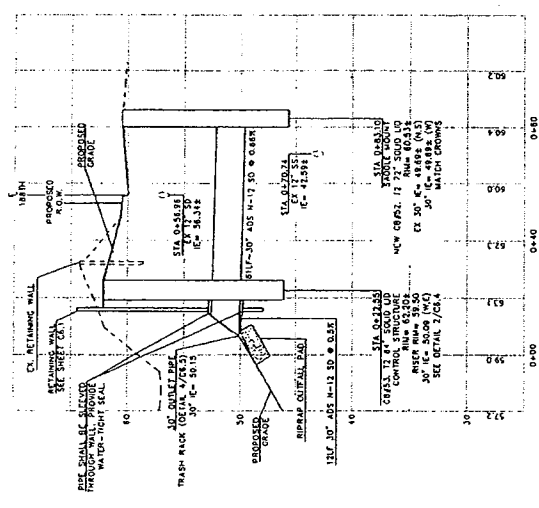
06.2

CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555

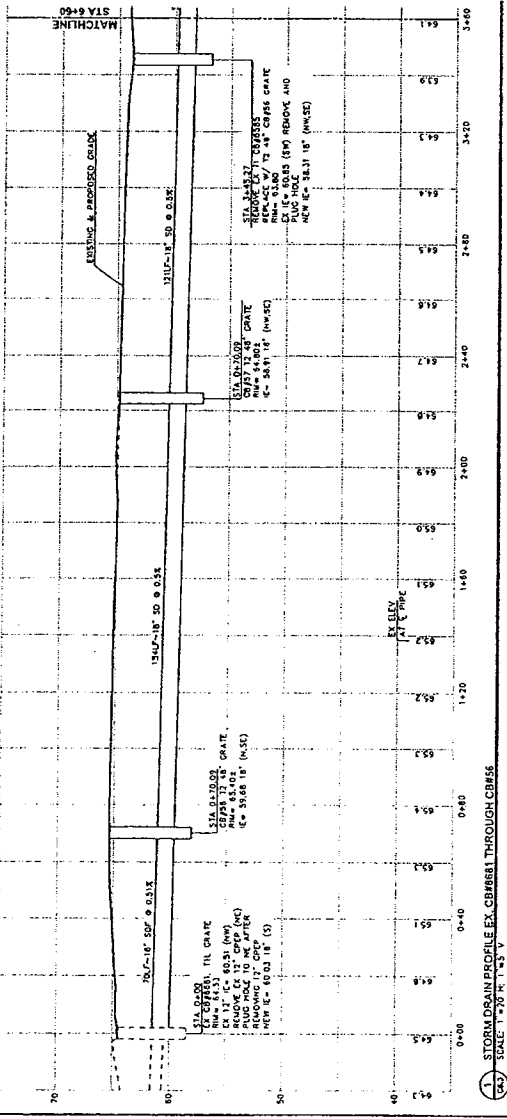
THE CITY ENGINEER HAS REVIEWED THIS CONSTRUCTION IN ACCORDANCE WITH THE 2008 CITY OF REDMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

FOR INFORMATION ONLY: THIS REVIEW IS NOT TO BE CONSIDERED AN ENDORSEMENT OF THE CONTRACTOR'S WORK. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY ENGINEER'S OFFICE. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT.

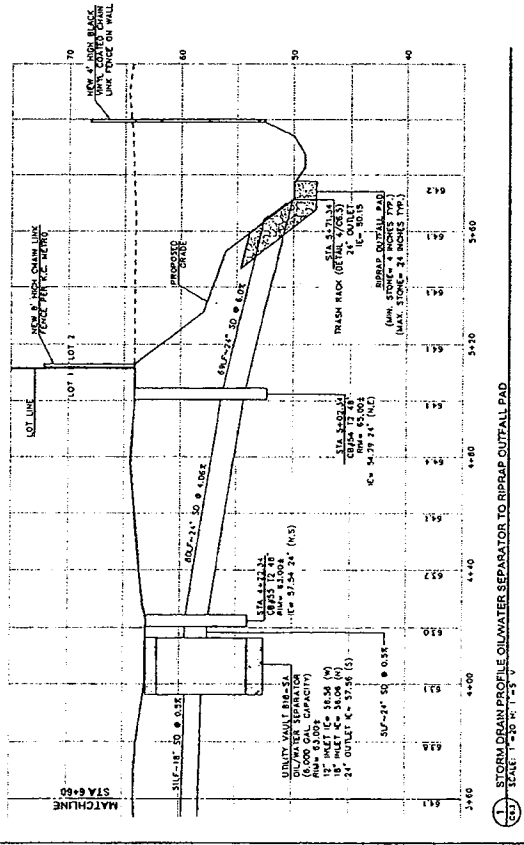
City of Redmond
Storm Drain Engineer
Name: _____
Title: _____
Signature: _____
Date: _____



A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



1. STORM DRAIN PROFILE EX. CBI/FBI/1 THROUGH CBI/55



2. STORM DRAIN PROFILE OIL/WATER SEPARATOR TO RIPRAP CUTTLE PAD



DATE	BY	REVISION
12/15/20	DL	REVISION 1
12/15/20	DL	REVISION 2
12/15/20	DL	REVISION 3
12/15/20	DL	REVISION 4
12/15/20	DL	REVISION 5
12/15/20	DL	REVISION 6
12/15/20	DL	REVISION 7
12/15/20	DL	REVISION 8
12/15/20	DL	REVISION 9
12/15/20	DL	REVISION 10

DOWL H&M
 445 WEST WISCONSIN ST. FISH KILL, WISCONSIN 53001
 PHONE: 262-591-1100 FAX: 262-591-1101
 WWW.DOWLH&M.COM

CITY OF REDMOND
 15630 NE 83RD STREET
 REDMOND, WA 98073
 PH: 206-881-5253 FAX: 206-881-2444

STORM DRAIN PROFILES
 UNION HILL METRO SITE
 REGIONAL DETENTION POND
 REDMOND, WA
 10655 NE UNION HILL ROAD

PROJECT NO.	10655
DATE	12/15/20
SCALE	AS SHOWN
DESIGNER	DOWL H&M
CHECKED	DL
APPROVED	DL

CALL 48 HOURS BEFORE YOU DIG
 1-800-424-5555


THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

NO WORK IS TO BE DONE WITHIN THE CITY OF REDMOND'S PUBLIC UTILITY RIGHT-OF-WAY WITHOUT THE NECESSARY PERMITS FROM THE CITY ENGINEER. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND DETAILS.

THE CITY ENGINEER'S OFFICE IS LOCATED AT 15630 NE 83RD STREET, REDMOND, WA 98073. PHONE: 206-881-5253. FAX: 206-881-2444.

C6.3

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

		APPROVED DATE: 11/15/20 BY: [Signature] TITLE: [Title]	DESIGNED DATE: 11/15/20 BY: [Signature] TITLE: [Title]	CHECKED DATE: 11/15/20 BY: [Signature] TITLE: [Title]	DATE 11/15/20
---	--	--	--	---	-------------------------

DOWN HKM

PROJECT FOR: CITY OF REMOND
 15670 NE 83TH STREET
 REMOND, WA 98073
 P.O. BOX 2510
 WA 98073
 PH: (425) 556-2644

REGIONAL DETENTION SITE
 UNION HILL METRO SITE
 18655 NE UNION HILL ROAD
 REMOND, WA

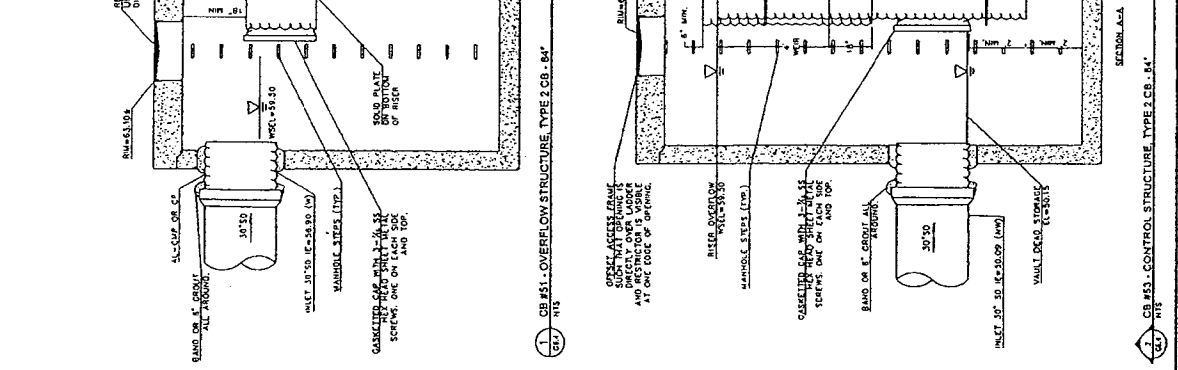
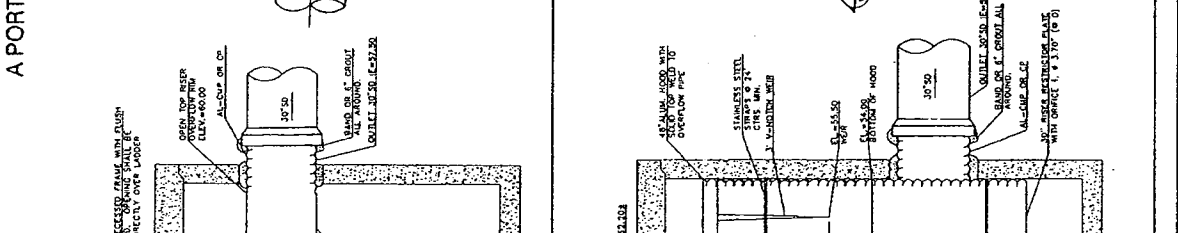
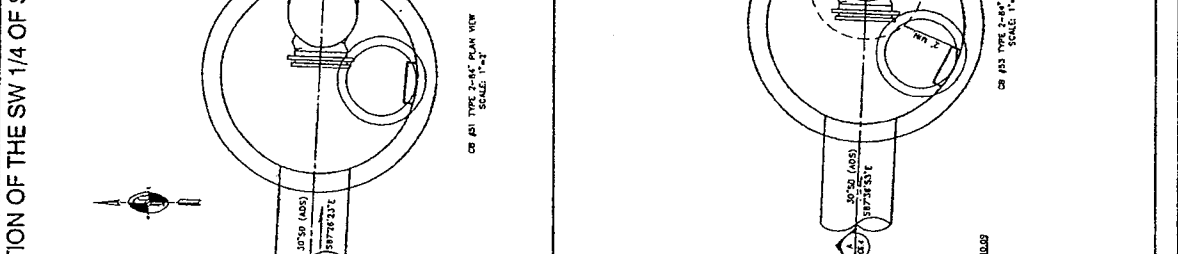
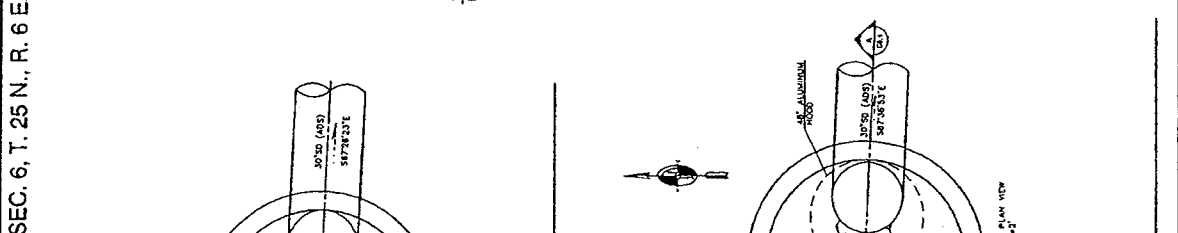
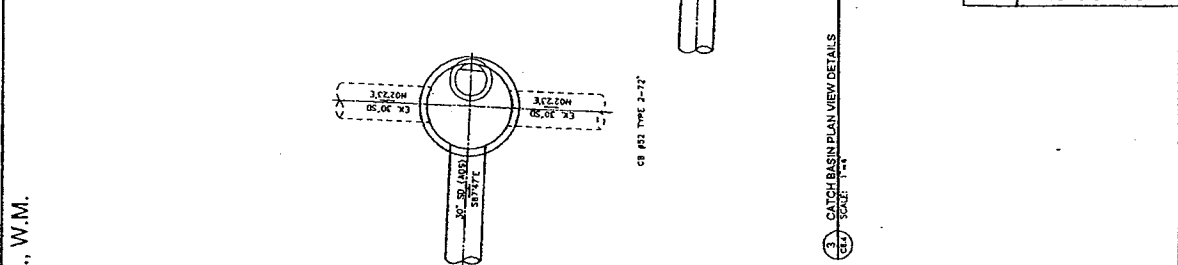
DRAWING NO.: C6.4
 SCALE: AS SHOWN
 SHEET NO.: 31 OF 32

CALL 48 HOURS BEFORE YOU DIG
1-800-424-5585

This project is to be done in accordance with the 2003 CITY OF REMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

This project is to be done in accordance with the 2003 CITY OF REMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION. The City reserves the right to modify or amend these specifications and details at any time without notice. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

City of Remond
 15670 NE 83TH STREET
 REMOND, WA 98073
 P.O. BOX 2510
 WA 98073
 PH: (425) 556-2644



CB #31 - OVERFLOW STRUCTURE TYPE 2, CB-84'
 1. INLET 30" DIA. (A03) (A) 58778 23 2'
 2. MANHOLE STEPS (TYP.)
 3. CASING TOP WITH 1" DIA. RESTRICTOR IS MOBILE AND RESTRICTOR IS MOBILE AT ONE END OF STRUCTURE.
 4. BAND OR R. CEMENT ALL AROUND.
 5. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 6. 50 LB. PLATE ON BOTTOM OF RISER.
 7. 48" ALUM. HOOD WITH 2" DIA. TOP HOLE TO OVERFLOW PIPE.
 8. STAINLESS STEEL 1" DIA. W/ 1" HOLE IN CENTER.
 9. BAND OR R. CEMENT ALL AROUND.
 10. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 11. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 12. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 13. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 14. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 15. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 16. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 17. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 18. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 19. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'
 20. 1" DIA. OR C. 30" DIA. (A03) (A) 58778 23 2'

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

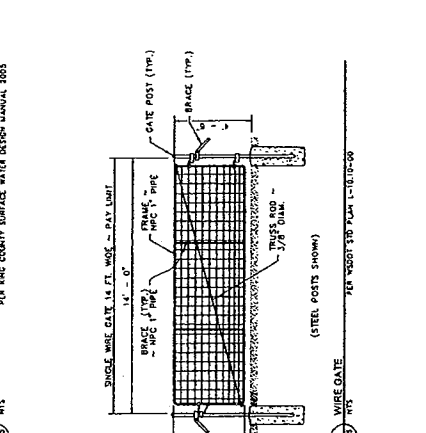
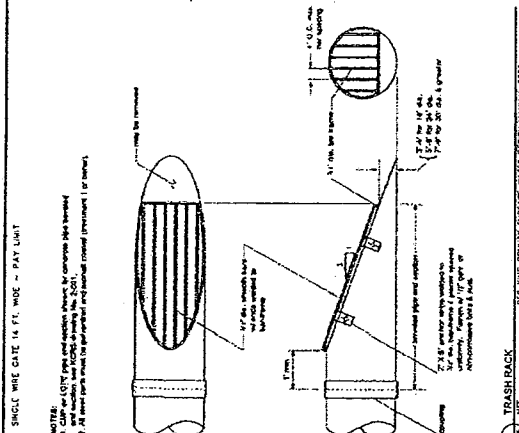


DATE	BY	REVISION
01/17/03	J.H.	ISSUE FOR BIDDING
01/17/03	J.H.	ISSUE FOR PERMITS
01/17/03	J.H.	ISSUE FOR CONSTRUCTION
01/17/03	J.H.	ISSUE FOR RECORD DRAWINGS
01/17/03	J.H.	ISSUE FOR AS-BUILT DRAWINGS
01/17/03	J.H.	ISSUE FOR FINAL AS-BUILT DRAWINGS

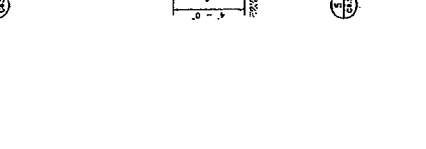
DOWL HKM
 Contract Engineer
 15420 NE 55th Street
 Redmond, WA 98073
 Tel: (425) 556-2844

DEFLECTION FOR
 CITY OF REDMOND
 15420 NE 55th Street
 Redmond, WA 98073
 Tel: (425) 556-2844

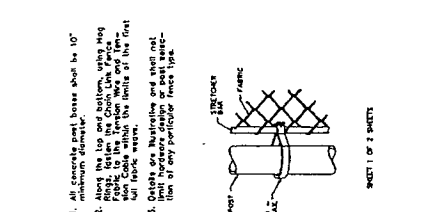
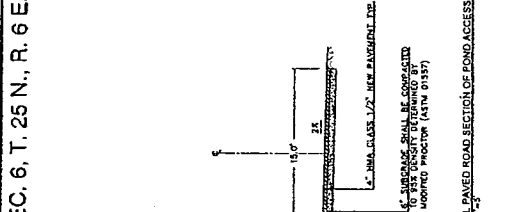
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 REGIONAL HILL METRO SITE
 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA



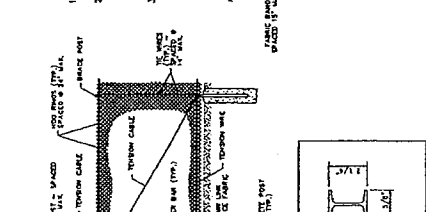
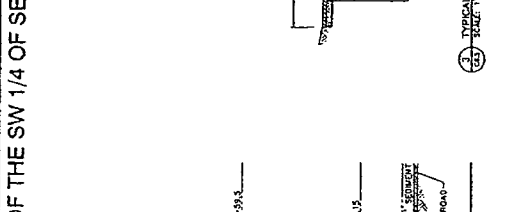
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 REGIONAL HILL METRO SITE
 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA



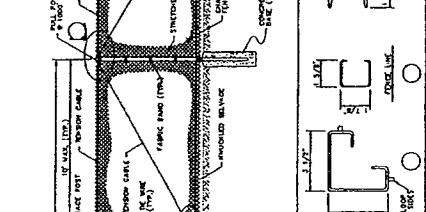
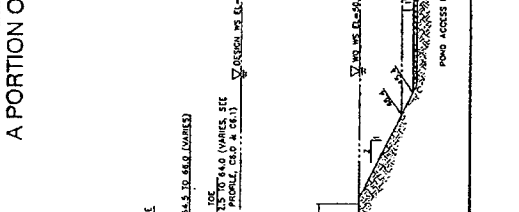
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 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA



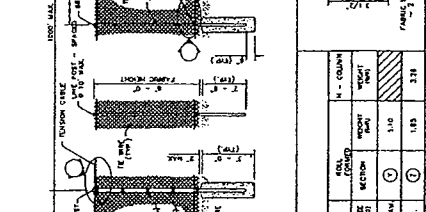
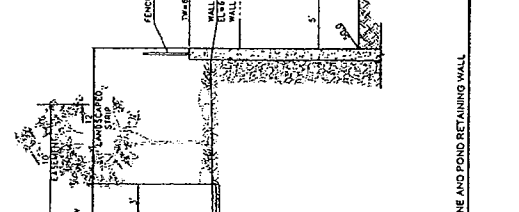
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 REGIONAL HILL METRO SITE
 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA



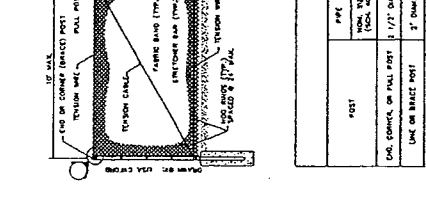
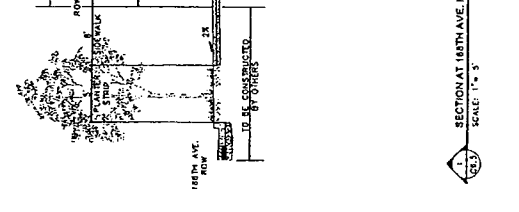
DEFLECTION FOR
 REGIONAL HILL METRO SITE
 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA



DEFLECTION FOR
 REGIONAL HILL METRO SITE
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 REDMOND, WA



DEFLECTION FOR
 REGIONAL HILL METRO SITE
 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA

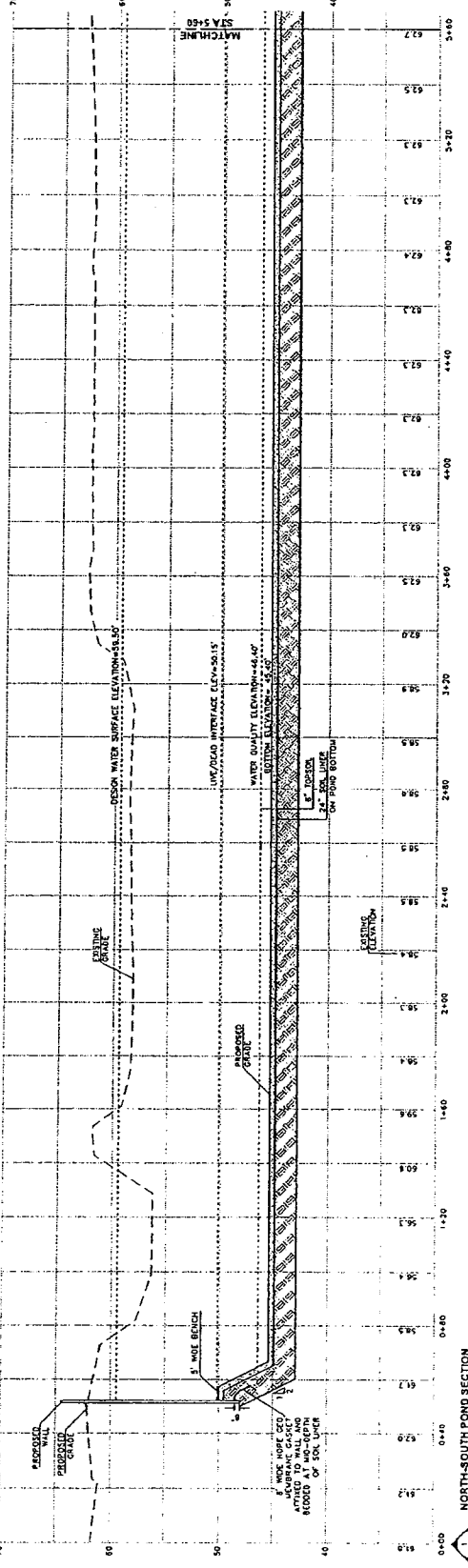


DEFLECTION FOR
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 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA

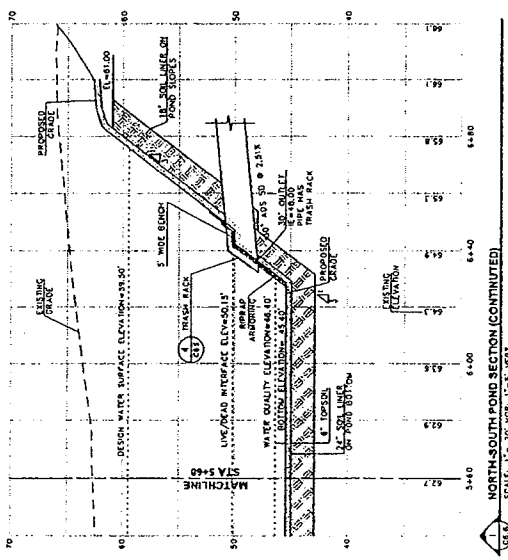


DEFLECTION FOR
 REGIONAL HILL METRO SITE
 SECTIONS AND DETAILS
 DEFLECTION FOR
 18555 NE UNION HILL ROAD
 REDMOND, WA

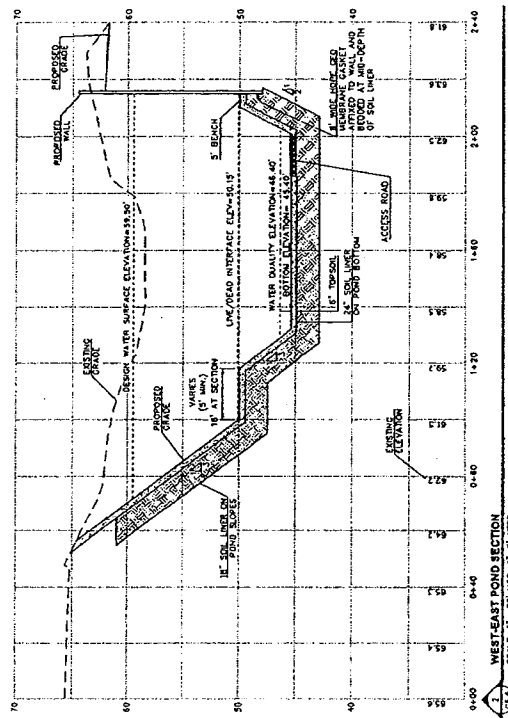
A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



1 NORTH-SOUTH POND SECTION
SCALE: 1" = 20' HOR, 1" = 5' VERT



1 NORTH-SOUTH POND SECTION (CONTINUED)
SCALE: 1" = 20' HOR, 1" = 5' VERT



1 WEST-EAST POND SECTION
SCALE: 1" = 20' HOR, 1" = 5' VERT

CALL 48 HOURS BEFORE YOU DIG
1-800-424-5555

THE CITY ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR IN ACCORDANCE WITH THE 2007 CITY OF REMOND, WA SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

DATE: 02/12/2014
TIME: 10:00 AM
PROJECT: REGIONAL DETENTION POND
DRAWN BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
SCALE: 1" = 20' HOR, 1" = 5' VERT

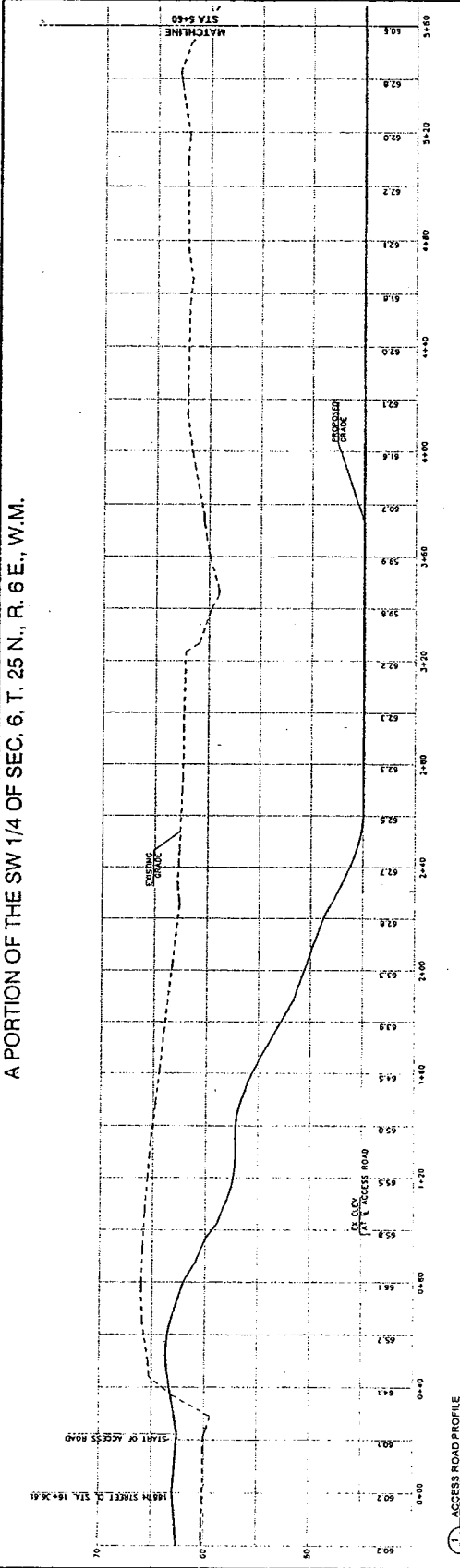
DETONATION & WATER QUALITY POND SECTIONS AND DETAILS
REGIONAL DETENTION POND SITE
UNION HILL METRO SITE
15670 NE 65TH STREET
CITY OF REMOND
REMOND, WA 98073
TEL: (425) 556-2844
FAX: (425) 556-2844

DOWL HKM
ENGINEERS & ARCHITECTS
15670 NE 65TH STREET
REMOND, WA 98073
TEL: (425) 556-2844
FAX: (425) 556-2844

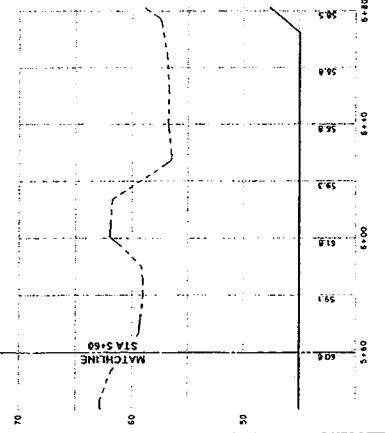
DATE	BY	REVISION
02/12/2014	J. H. HARRIS	ISSUE FOR PERMITTING
02/12/2014	J. H. HARRIS	ISSUE FOR PERMITTING
02/12/2014	J. H. HARRIS	ISSUE FOR PERMITTING
02/12/2014	J. H. HARRIS	ISSUE FOR PERMITTING
02/12/2014	J. H. HARRIS	ISSUE FOR PERMITTING
02/12/2014	J. H. HARRIS	ISSUE FOR PERMITTING



A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



ACCESS ROAD PROFILE
SCALE: 1" = 20' H., 1" = 5' V.



ACCESS ROAD PROFILE
SCALE: 1" = 20' H., 1" = 5' V.

REV.	DATE	BY	REVISION
01	11/20/96	JL	ISSUE FOR PERMITS
02	12/10/96	JL	REVISIONS TO PERMITS
03	01/15/97	JL	REVISIONS TO PERMITS
04	02/10/97	JL	REVISIONS TO PERMITS
05	03/10/97	JL	REVISIONS TO PERMITS
06	04/10/97	JL	REVISIONS TO PERMITS
07	05/10/97	JL	REVISIONS TO PERMITS
08	06/10/97	JL	REVISIONS TO PERMITS
09	07/10/97	JL	REVISIONS TO PERMITS
10	08/10/97	JL	REVISIONS TO PERMITS
11	09/10/97	JL	REVISIONS TO PERMITS
12	10/10/97	JL	REVISIONS TO PERMITS

DOWL H K M
 3400 STATE STREET, N.E.
 REDMOND, WA 98073
 TEL: (206) 881-7810
 FAX: (206) 881-7811

CITY OF REDMOND
 15420 NE 55TH STREET
 P.O. BOX 37010
 REDMOND, WA 98073
 TEL: (206) 555-2844

REGIONAL DETENTION POND
 UNION HILL METRO SITE
 ACCESS ROAD PROFILE
 REDMOND, WA

16655 NE UNION HILL ROAD
 REDMOND, WA 98073
 DRAWN: JLS
 CHECKED: JLS
 DATE: 11/20/96
 SCALE: 1" = 20' H., 1" = 5' V.

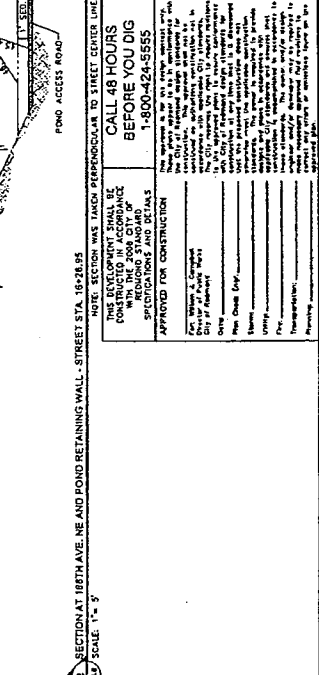
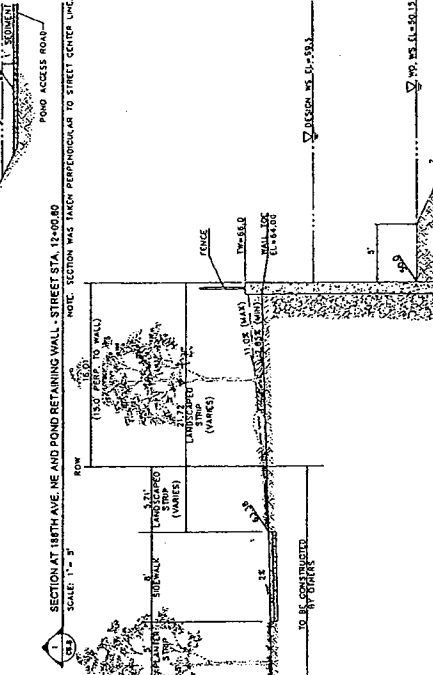
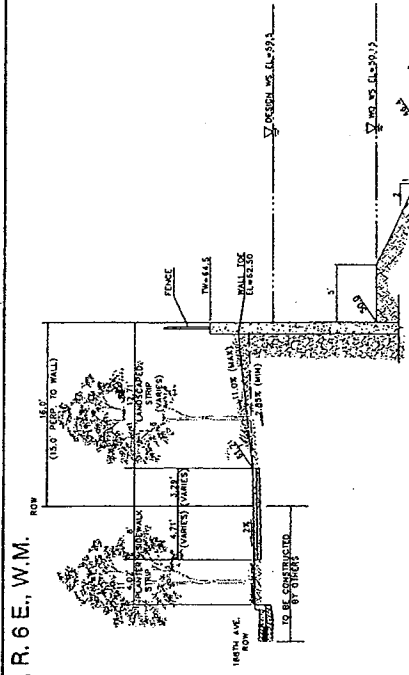
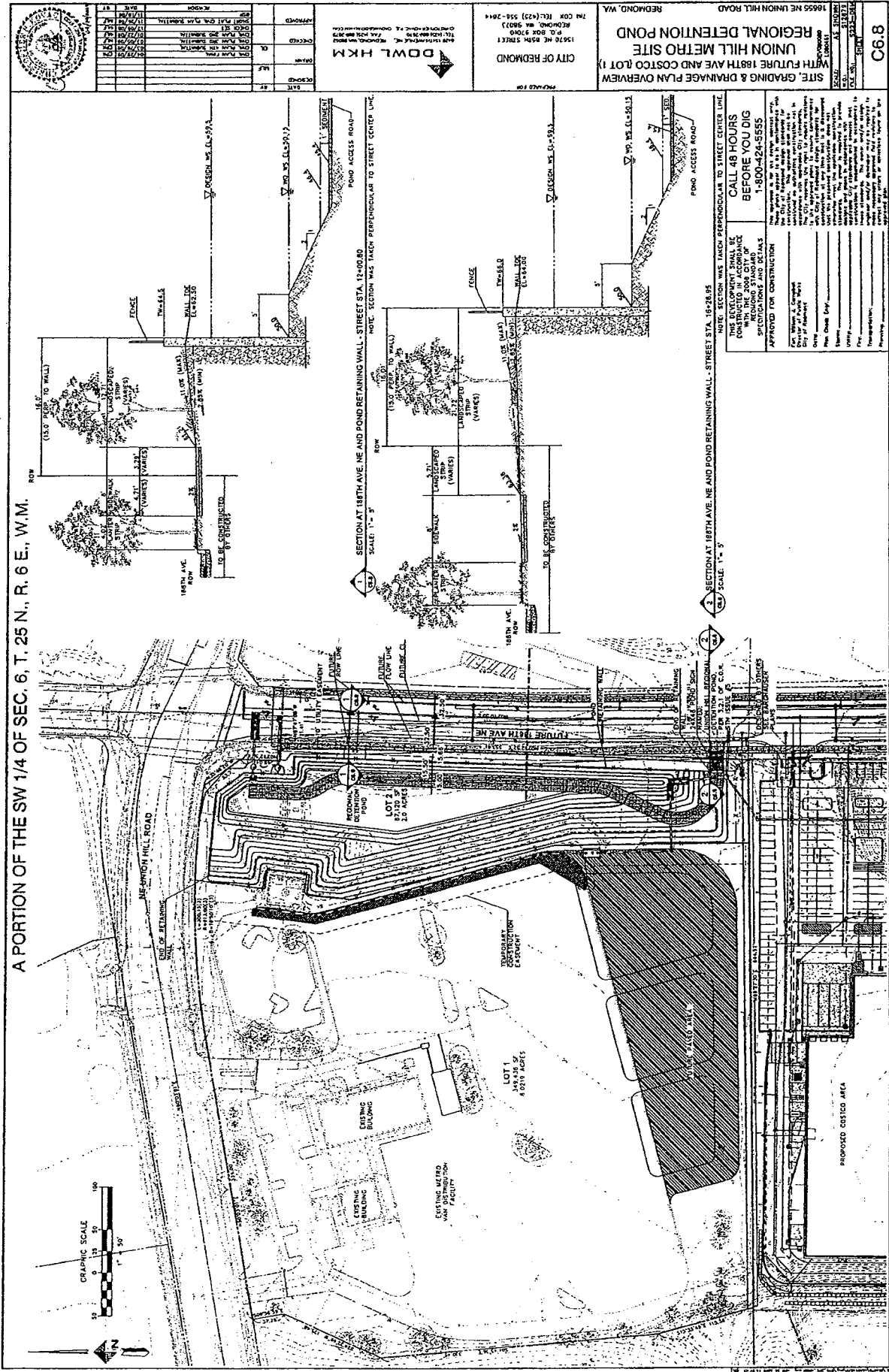
CALL 48 HOURS BEFORE YOU DIG
 1-800-424-3555

APPROVED FOR CONSTRUCTION

THIS DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE CITY OF REDMOND, WA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REDMOND AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND TRAFFIC SAFETY DIVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REDMOND AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND TRAFFIC SAFETY DIVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REDMOND AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION AND TRAFFIC SAFETY DIVISION.

C6.7

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



DATE	BY	REVISION
10/20/00	JK	ISSUED FOR PERMITS
09/20/00	JK	ISSUED FOR PERMITS
09/15/00	JK	ISSUED FOR PERMITS
09/10/00	JK	ISSUED FOR PERMITS
09/05/00	JK	ISSUED FOR PERMITS
08/30/00	JK	ISSUED FOR PERMITS
08/25/00	JK	ISSUED FOR PERMITS
08/20/00	JK	ISSUED FOR PERMITS
08/15/00	JK	ISSUED FOR PERMITS
08/10/00	JK	ISSUED FOR PERMITS
08/05/00	JK	ISSUED FOR PERMITS
08/01/00	JK	ISSUED FOR PERMITS

DOWL H K M
 15620 NE 85TH STREET
 REDMOND, WA 98073
 TEL: (206) 556-7044

CITY OF REDMOND
 15620 NE 85TH STREET
 REDMOND, WA 98073
 TEL: (206) 556-7044

SITE GRADING & DRAINAGE PLAN OVERVIEW
 WITH FUTURE 188TH AVE AND COSECO (LOT 1)
 REGIONAL HILL METRO SITE
 REGIONAL DETENTION POND
 REDMOND, WA

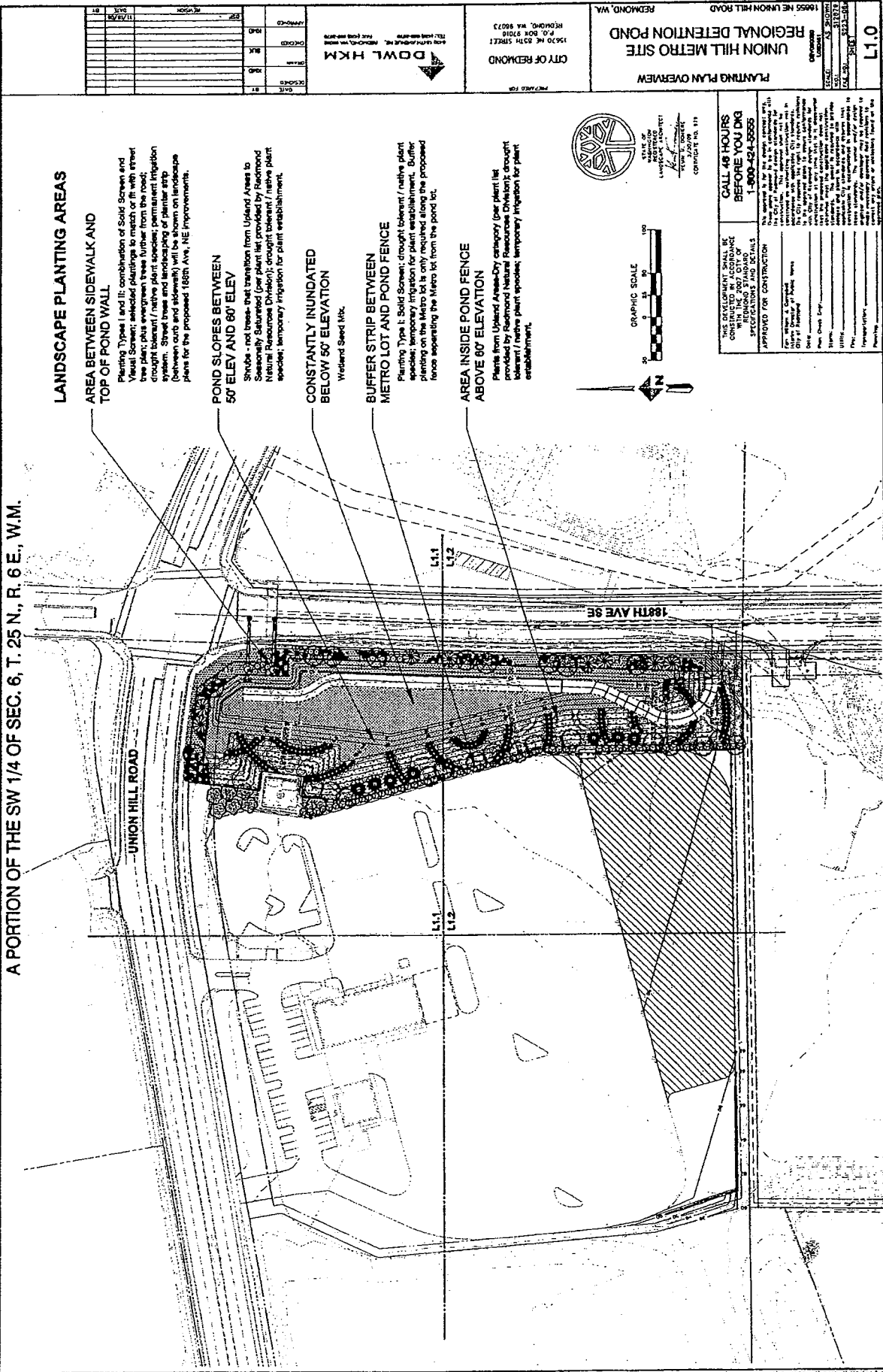
CALL 48 HOURS BEFORE YOU DIG
 1-800-424-5555

NOTE: SECTION WAS TAKEN PERPENDICULAR TO STREET CENTER LINE. CONSTRUCTION TO BE ACCORDANCE WITH THE 2008 CITY OF REDMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

APPROVED FOR CONSTRUCTION:
 City Engineer: [Signature]
 City of Redmond

C6.8

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



LANDSCAPE PLANTING AREAS

AREA BETWEEN SIDEWALK AND TOP OF POND WALL

Planting Type I and II; combination of Solid Screens and Visual Screens; selected plantings to match or fit with street tree plan; plus evergreen trees further from the road; drought tolerant / native plant species; permanent irrigation system. Street trees and landscaping of planter strip (between curb and sidewalk) will be shown on landscape plans for the proposed 188th Ave, NE Improvements.

POND SLOPES BETWEEN 50' ELEV AND 60' ELEV

Shrubs - not trees - that transition from Upland Areas to Seasonally Saturated (see plant list provided by Richmond Natural Resources Division); drought tolerant / native plant species; temporary irrigation for plant establishment.

CONSTANTLY INUNDATED BELOW 50' ELEVATION

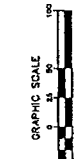
Wetland Sedge Mix.

BUFFER STRIP BETWEEN METRO LOT AND POND FENCE

Planting Type I; Solid Screen; drought tolerant / native plant species; temporary irrigation for plant establishment. Buffer fence separating the Metro lot from the pond lot.

AREA INSIDE POND FENCE ABOVE 60' ELEVATION

Plants from Upland Area/By category (see plant list provided by Richmond Natural Resources Division); drought tolerant / native plant species; temporary irrigation for plant establishment.



PLANTING PLAN OVERVIEW
UNION HILL METRO SITE
REGIONAL DETENTION POND
 CITY OF REDMOND
 15620 NE 52TH STREET
 REDMOND, WA 98073

DATE: 11/23/09
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]
 PROJECT NO: [blank]
 SHEET NO: [blank]
 TOTAL SHEETS: [blank]

CALL 48 HOURS BEFORE YOU DIG 1-800-824-5555

THIS SITE CONTRACT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

THE WORK SHALL BE IN ACCORDANCE WITH THE CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

APPROVED FOR CONSTRUCTION:

DATE: 11/23/09
 DRAWN BY: [blank]
 CHECKED BY: [blank]
 APPROVED BY: [blank]

L1.0

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

<p>UNION HILL METRO SITE REGIONAL DETENTION POND PLANTING PLAN NE</p>		<p>CITY OF REDMOND 15630 NE 65TH STREET REDMOND, WA 98073</p>	<p>16655 NE UNION HILL ROAD REDMOND, WA</p>
<p>APPROVED FOR</p>		<p>FOR PREPARED BY</p>	<p>DATE</p>
<p>FOR REVIEW BY</p>		<p>DATE</p>	<p>DATE</p>
<p>FOR APPROVAL BY</p>		<p>DATE</p>	<p>DATE</p>
<p>FOR RECORD BY</p>		<p>DATE</p>	<p>DATE</p>

CALL 48 HOURS BEFORE YOU DIG
1-800-424-8855

THE CITY ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY PROPOSED CONSTRUCTION IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

APPROVED FOR CONSTRUCTION:

DATE: _____

CITY ENGINEER: _____

PROJECT NO: _____

SCALE: _____

DATE: _____

UNION HILL METRO SITE

REGIONAL DETENTION POND

PLANTING PLAN NE

16655 NE UNION HILL ROAD
REDMOND, WA

CITY OF REDMOND
15630 NE 65TH STREET
REDMOND, WA 98073

FOR PREPARED BY

FOR REVIEW BY

FOR APPROVAL BY

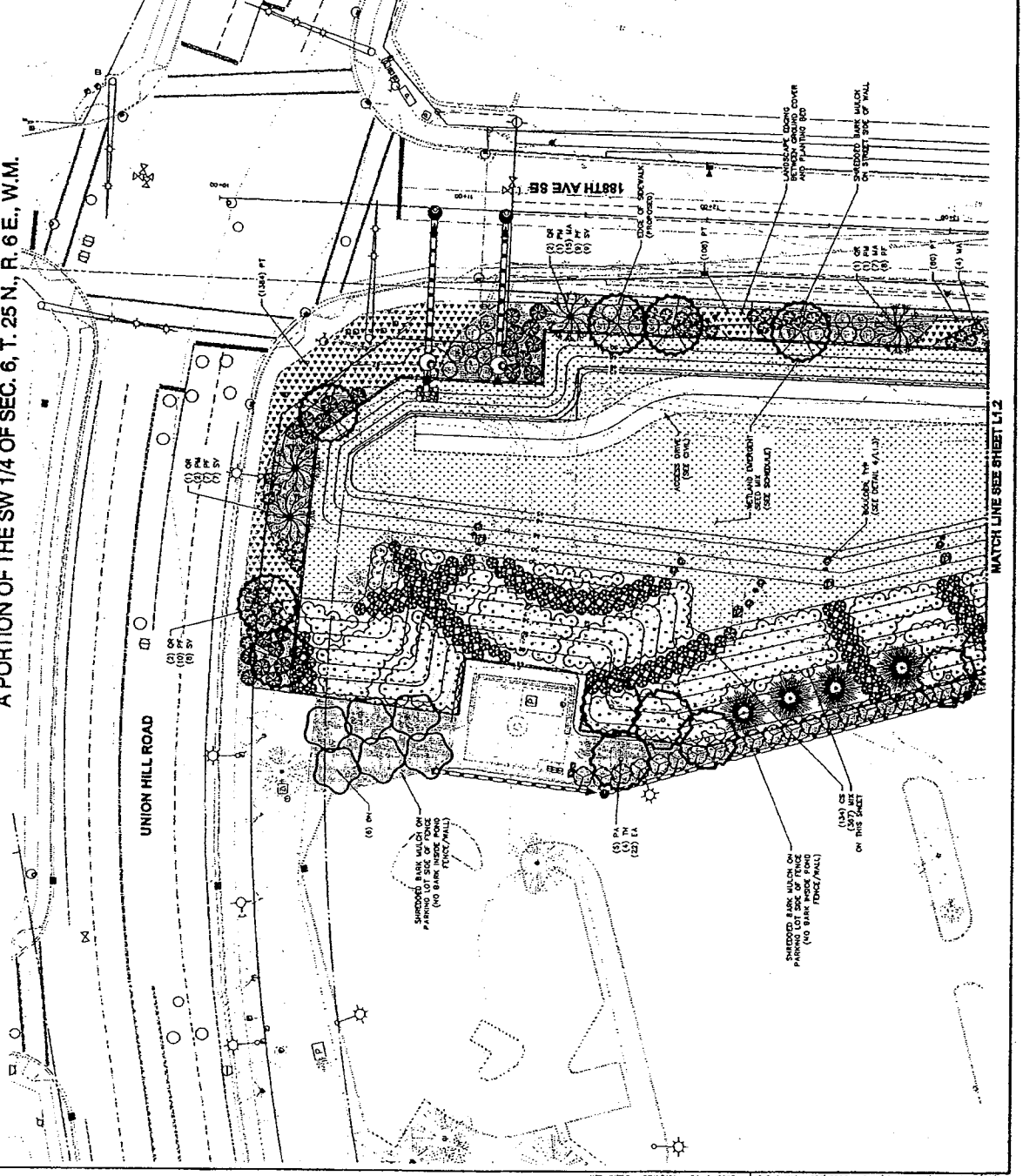
FOR RECORD BY

DATE

DATE

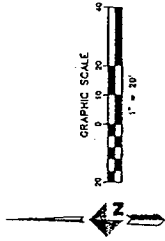
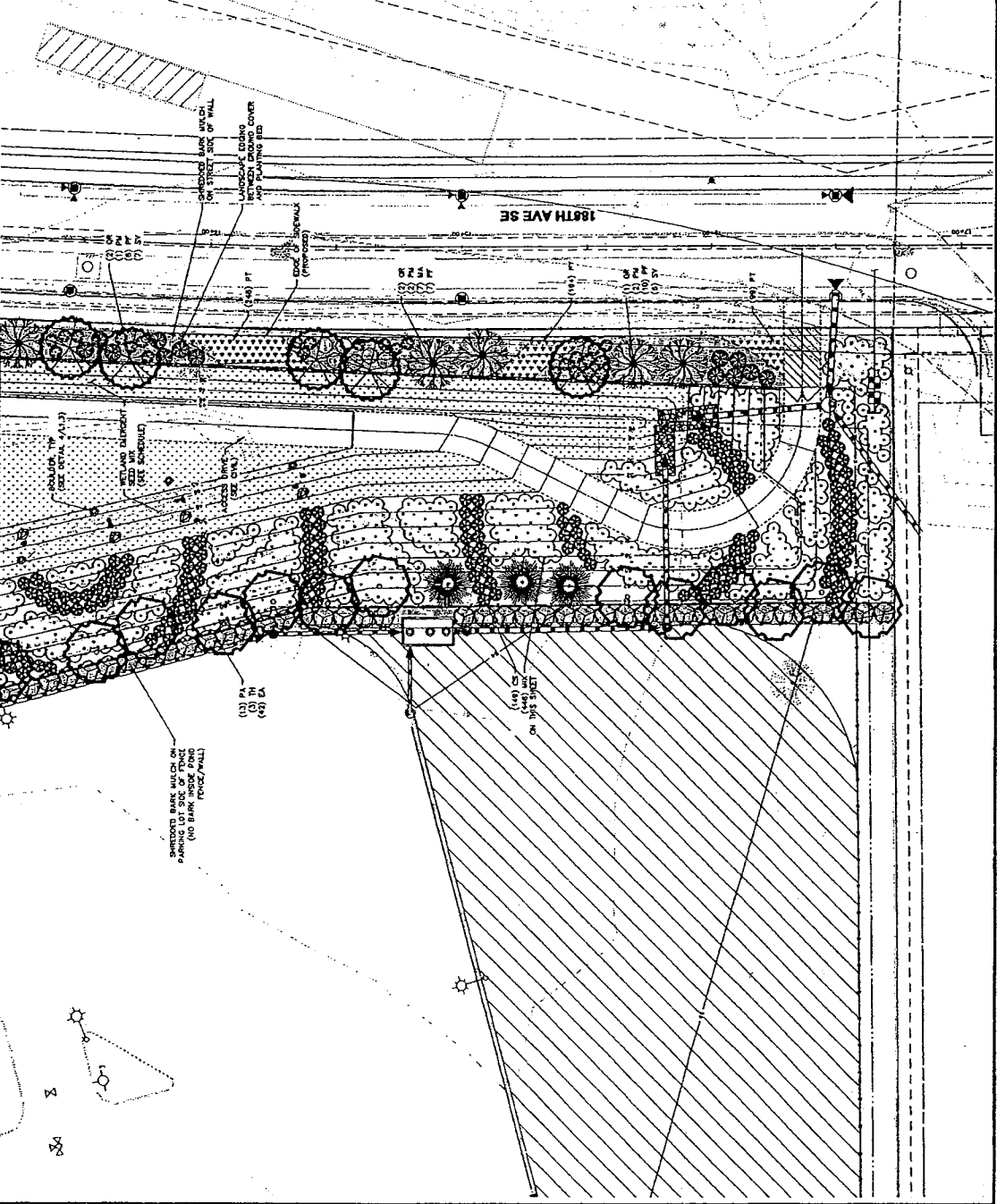
DATE

DATE



A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

MATCH LINE SEE SHEET L1.1



DATE	BY	REVISION
11/18/08	BP	

DOWL HKM
 400 SOUTH AVENUE, W. REDMOND, WA 98073
 TEL: 206.881.8700 FAX: 206.881.8888
 WWW.DOWLHKM.COM

PREPARED FOR:
CITY OF REDMOND
 15670 NE 83RD STREET
 REDMOND, WA 98073

PLANTING PLAN SE
UNION HILL METRO SITE
REGIONAL DETENTION POND
 REDMOND, WA

SCALE	1" = 20'
DRAWN BY	BP
CHECKED BY	BP
DATE	11/18/08



CALL 48 HOURS BEFORE YOU DIG
1-800-424-6555

THIS DOCUMENT SHALL BE USED IN ACCORDANCE WITH THE 2007 CITY OF REDMOND STANDARD SPECIFICATIONS FOR CONSTRUCTION APPROVED FOR CONSTRUCTION

THE USER OF THIS DOCUMENT AGREES TO HOLD THE CITY OF REDMOND HARMLESS FROM ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS DOCUMENT. THIS AGREEMENT SHALL BE APPLICABLE TO ANY AND ALL REVISIONS TO THIS DOCUMENT.

FOR: **William J. Oyster**
 City Manager
 CITY OF REDMOND

FOR: **Chris Fry**
 Public Works Director
 CITY OF REDMOND

DRAWN BY: **BP**
 CHECKED BY: **BP**
 DATE: **11/18/08**

SPECIFIC BANKS ON OR
 PARKING LOT SIDE OF POND
 (NO BANK INSIDE POND
 FENCE/WALL)

(1) PA
(2) TH
(3) SA

(1) SA
(2) TH
(3) PA
ON THIS STREET

PROPOSED BANK ON W. SIDE
 OF STREET, 30' W. OF WALL

LANDSCAPE DESIGN
 BETWEEN EXISTING COVER
 AND PROPOSED SLD

15' FT

15' FT

15' FT

15' FT

15' FT

15' FT

15' FT

15' FT

15' FT

15' FT

15' FT

15' FT

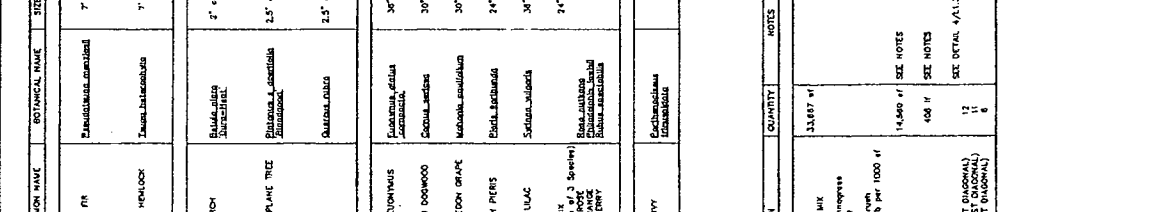
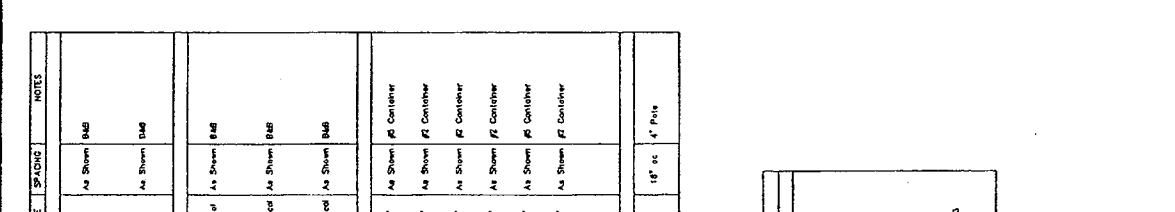
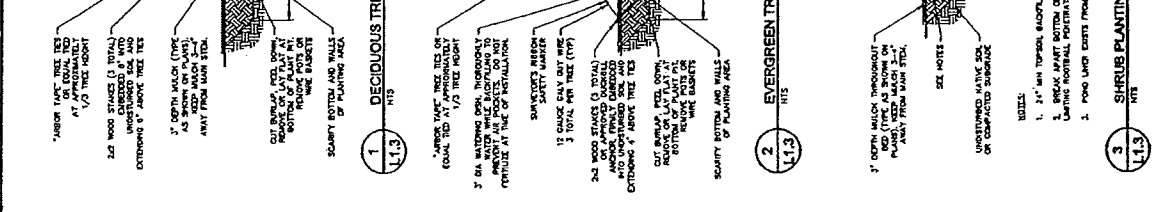
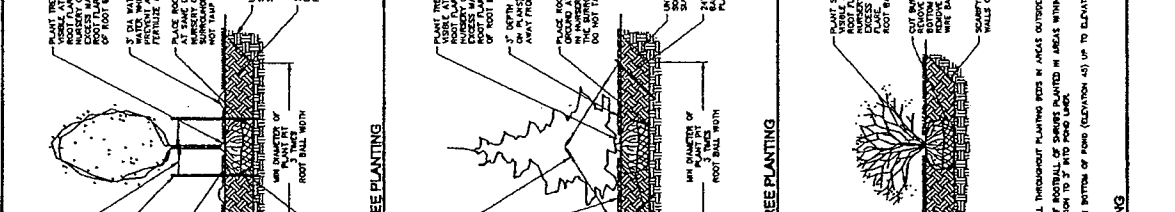
15' FT

ITEM	SYMBOL	QUANTITY	DESCRIPTION	UNIT	NOTES
1		31,687	DECIDUOUS TREE PLANTING	PLANT	SEE NOTES
2		14,500	EVERGREEN TREE PLANTING	PLANT	SEE NOTES
3		408	SHRUB PLANTING	PLANT	SEE NOTES
4		11	LANDSCAPE BOULDERS	BOULDER	SEE DETAIL 4/L1.3
5		6	LANDSCAPE GRASS	PLANT	SEE DETAIL 4/L1.3

LANDSCAPE SCHEDULE

ITEMS AND SCHEDULE A
 100% TO BE PLANTED BY 10/15/2008
 20% TO BE PLANTED BY 10/15/2008
 20% TO BE PLANTED BY 10/15/2008
 20% TO BE PLANTED BY 10/15/2008
 20% TO BE PLANTED BY 10/15/2008
 Application Rate: 1/2 lb per 1000 sq ft

LANDSCAPE BOULDERS
 11 - 1" (1" - 4" SHORTEST DIAGONAL)
 11 - 2" (2" - 4" SHORTEST DIAGONAL)
 6 - 3" (3" - 6" SHORTEST DIAGONAL)

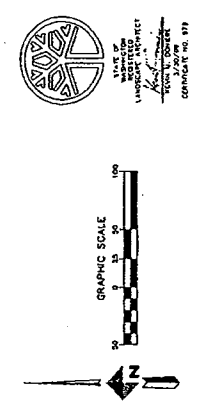
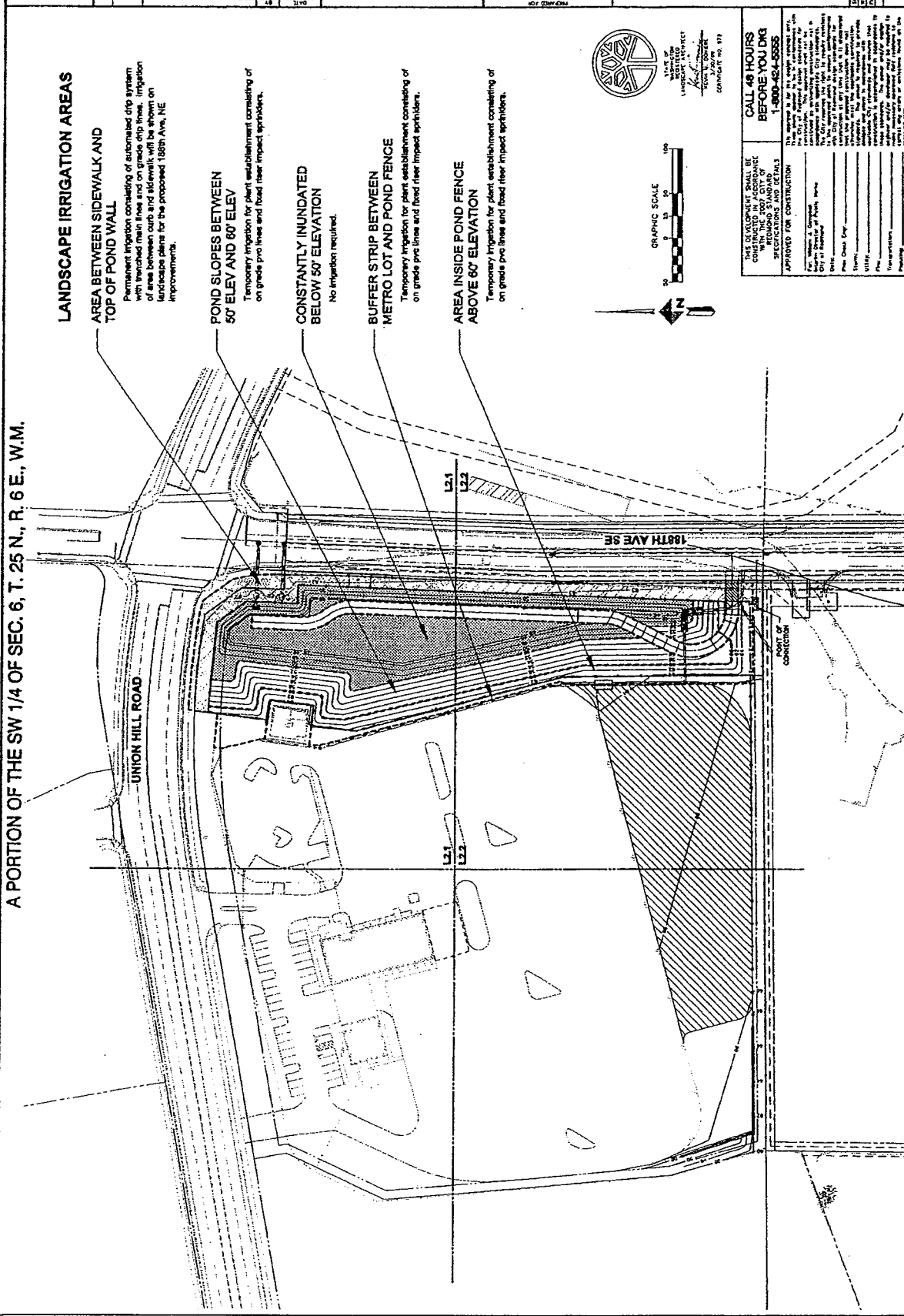


LANDSCAPE NOTES

- ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, AND 2004-2004.
- CONTAINER SHALL NOTIFY LANDSCAPE ARCHITECT ABOUT SITE CONDITIONS THAT REQUIRE MODIFICATION TO THE PLANTING SCHEDULE OR ATTACHED PLANS.
- LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REMOND.
- LANDSCAPE DESIGN SHALL BE ALUMINUM ENGRAVING BY PERMALOG CORPORATION.
- LANDSCAPE BARK SHALL BE SHREDDED SCOUTY BARK.

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

- LANDSCAPE IRRIGATION AREAS**
- AREA BETWEEN SIDEWALK AND TOP OF POND WALL**
Permanent irrigation consisting of automated drip system with ranchised main lines and on grade drip lines. Irrigation of area between curb and sidewalk will be shown on landscape plans for the proposed 188th Ave, NE improvements.
- POND SLOPES BETWEEN 50' ELEV AND 60' ELEV**
Temporary irrigation for plant establishment consisting of on grade pro lines and floor floor impact sprinklers.
- CONSTANTLY INUNDATED BELOW 50' ELEVATION**
No irrigation required.
- BUFFER STRIP BETWEEN METRO LOT AND POND FENCE**
Temporary irrigation for plant establishment consisting of on grade pro lines and floor floor impact sprinklers.
- AREA INSIDE POND FENCE ABOVE 60' ELEVATION**
Temporary irrigation for plant establishment consisting of on grade pro lines and floor floor impact sprinklers.



CALL 48 HOURS BEFORE YOU DIG 1-800-424-6555

THE SUBSEQUENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF REDMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION

This work shall be in accordance with the City of Redmond Specifications and Details for Construction, which are available at the City Engineer's Office, 1800 NE 188th Ave, Redmond, WA 98053. The City Engineer's Office shall be notified of any changes to the specifications and details.

APPROVED FOR CONSTRUCTION

City Engineer: _____
 Date: _____
 Title: _____
 Name: _____
 Address: _____
 Phone: _____
 Fax: _____
 Email: _____

NO.	DATE	REVISION
1	11/18/20	ISSUE FOR PERMIT
2		
3		
4		
5		
6		
7		
8		
9		
10		

DOWL HKM

15670 NE 83rd Street
Redmond, WA 98053
P.O. Box 37800
Redmond, WA 98073

REGIONAL DETENTION POND

UNION HILL METRO SITE

IRRIGATION PLAN OVERVIEW

CITY OF REDMOND

18665 NE UNION HILL ROAD
REDMOND, WA

L2.0

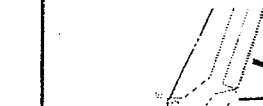
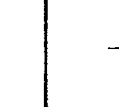
IRRIGATION PLAN NE
REGIONAL DETENTION SITE
UNION HILL METRO SITE
REMOND, WA

15610 NE 63rd Street
Redmond, WA 98073
CITY OF REDMOND
PROPOSED FOR

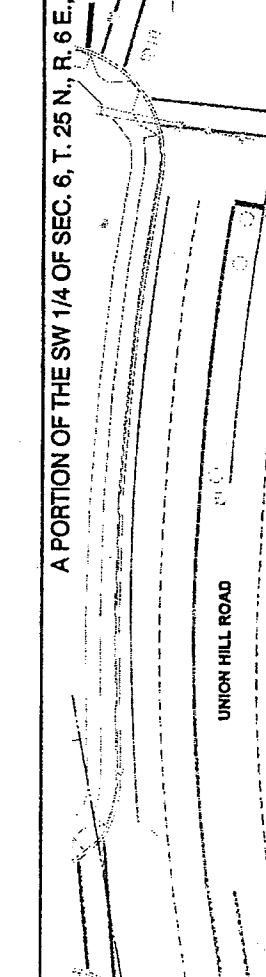
DOWL HKM
4800 North Main Street
Redmond, WA 98073
TEL: 509 885-5878
WWW.DOWLHKM.COM

19655 NE UNION HILL ROAD
REMOND, WA
L2.1

DATE	BY	REVISION



PERMANENT IRRIGATION:
EAST OF MASTER VALVE
DRIP SYSTEM WITH
TRENCHED MAIN LINES
AND ON GRADE DRIP LINES



TEMPORARY IRRIGATION:
W/IN CONTROL VALVE
ON GRADE LINES AND
FIXED RISER IMPACT
SPRINKLERS

APPROVED FOR CONSTRUCTION
THIS DOCUMENT SHALL BE
CONSTRUCTED IN ACCORDANCE
WITH THE STANDARD SPECIFICATIONS
AND DETAILS
APPROVED BY THE
CITY OF REDMOND
FOR THE
UNION HILL METRO SITE
IRRIGATION SYSTEM
DRAWN BY
CHECKED BY
DATE

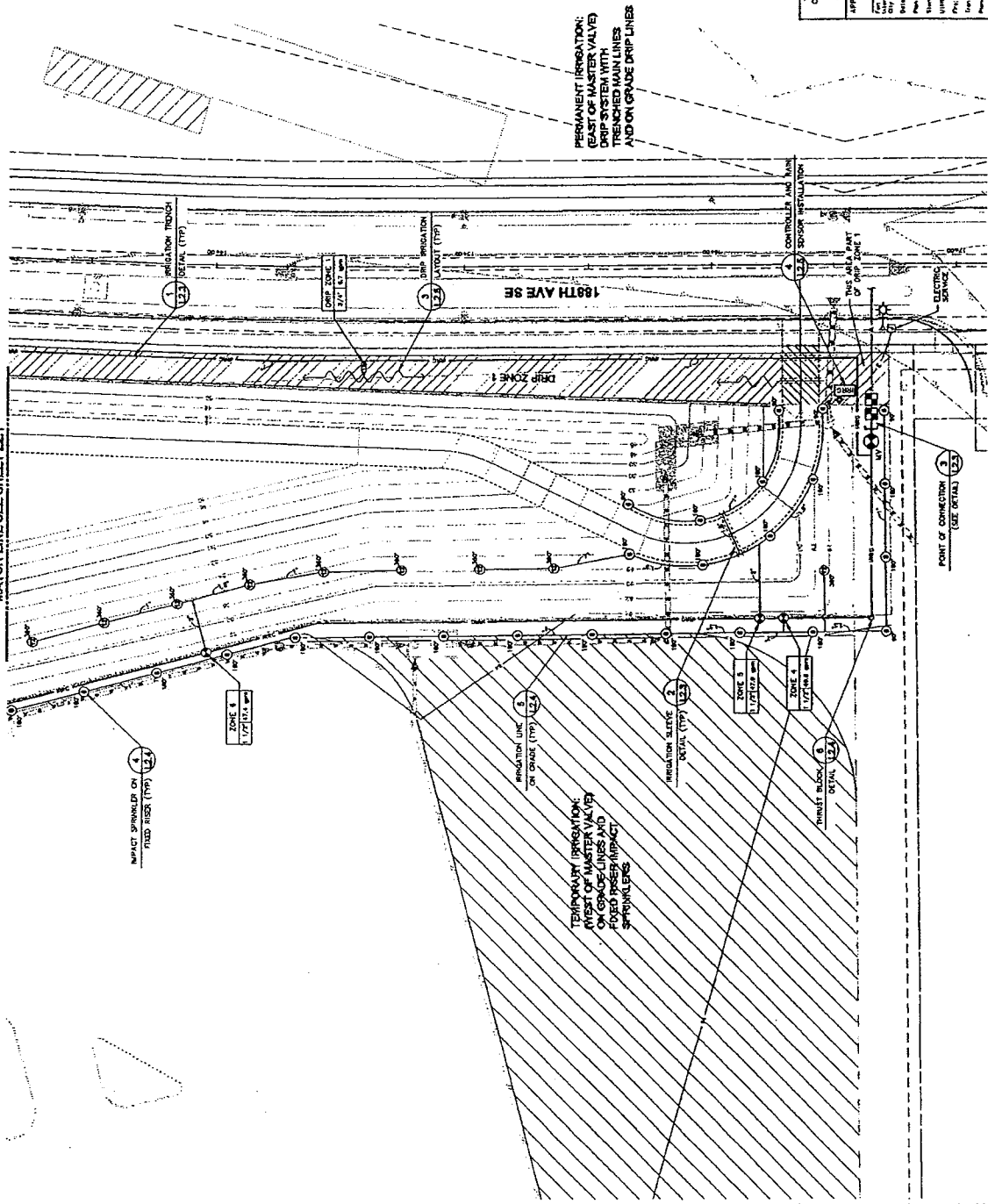
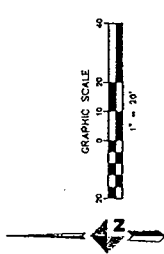
CALL 48 HOURS
BEFORE YOU DIG
1-800-421-8555

The drawings are for the proposed construction of the irrigation system for the Union Hill Metro Site. The drawings are prepared in accordance with the Standard Specifications and Details approved by the City of Redmond. The drawings are not to be used for any other purpose without the express written consent of Dowl Hkm.

A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

MATCH LINE SEE SHEET L2.1

<p>19055 NE LINCOLN HILL ROAD REGIONAL DETENTION POND RIRIGATION PLAN SE</p>		<p>REVISIONS</p> <table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td>11/17/08</td><td>ISSUED FOR PERMITS</td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> </table>	NO.	DATE	DESCRIPTION	1	11/17/08	ISSUED FOR PERMITS	2			3			4			5			6			7			8			9			10			11			12			13			14			15			16			17			18			19			20		
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<p>APPROVED</p> <p>DATE</p> <p>DESIGNED BY</p> <p>CHECKED BY</p> <p>DATE</p>	<p>PREPARED FOR</p> <p>CITY OF REMOND</p> <p>150 N. W. 85TH STREET REMOND, WA 98073</p> <p>PREPARED BY</p> <p>DOWL H&M</p> <p>2000 1st Avenue, Suite 200 Remond, WA 98073 TEL: 360-884-8999 FAX: 360-884-8808</p>																																																																
<p>STATE OF WASHINGTON REGISTERED PROFESSIONAL ENGINEER No. 12000 EXPIRES 12/31/10 DOWL H&M</p>	<p>19055 NE LINCOLN HILL ROAD REGIONAL DETENTION POND RIRIGATION PLAN SE</p> <p>CALL 48 HOURS BEFORE YOU DIG 1-800-424-9555</p> <p>This drawing is for the City of Remond, WA. It is not to be used for any other project without the written consent of the City of Remond. The City of Remond is not responsible for any errors or omissions in this drawing. The user of this drawing is advised to verify all information shown on this drawing with the City of Remond. The City of Remond is not responsible for any damage to property or injury to persons resulting from the use of this drawing. The user of this drawing is advised to obtain all necessary permits from the appropriate authorities before construction begins. The user of this drawing is advised to contact the City of Remond for more information.</p>																																																																



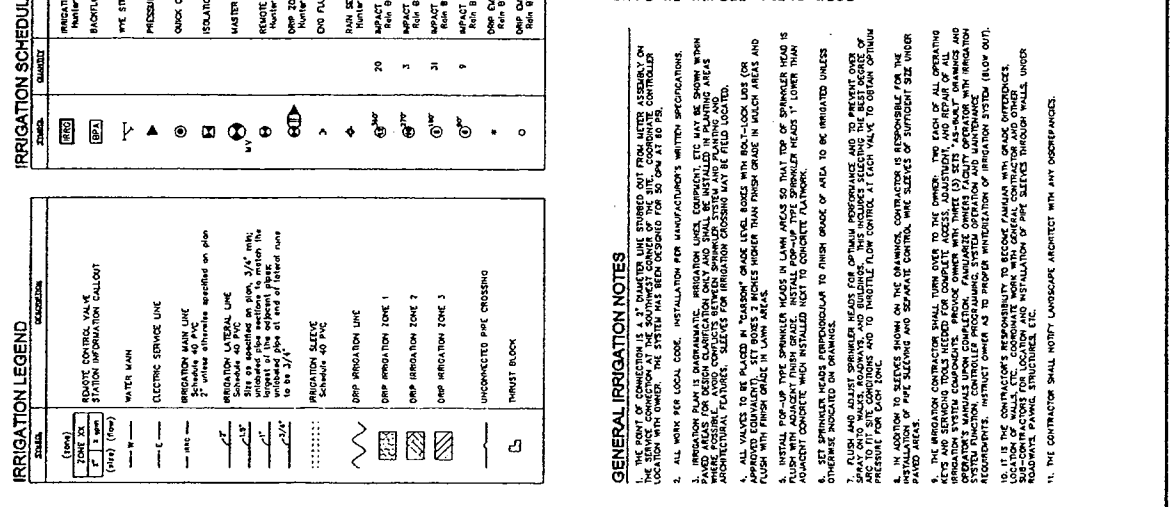
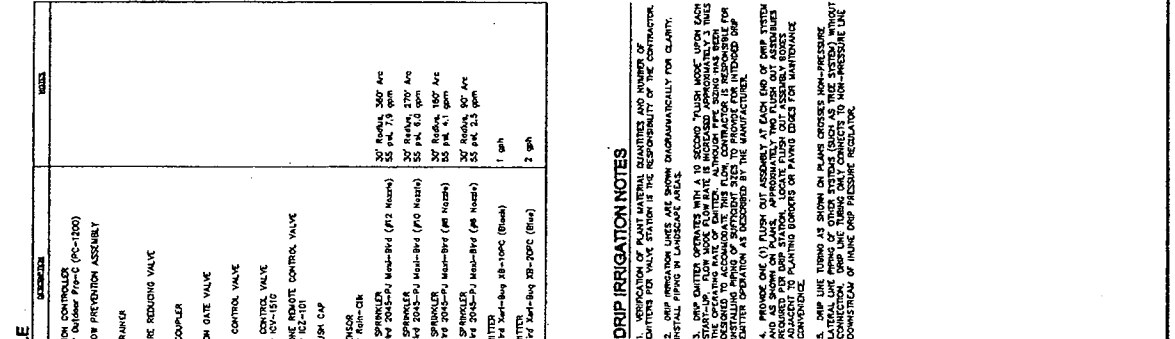
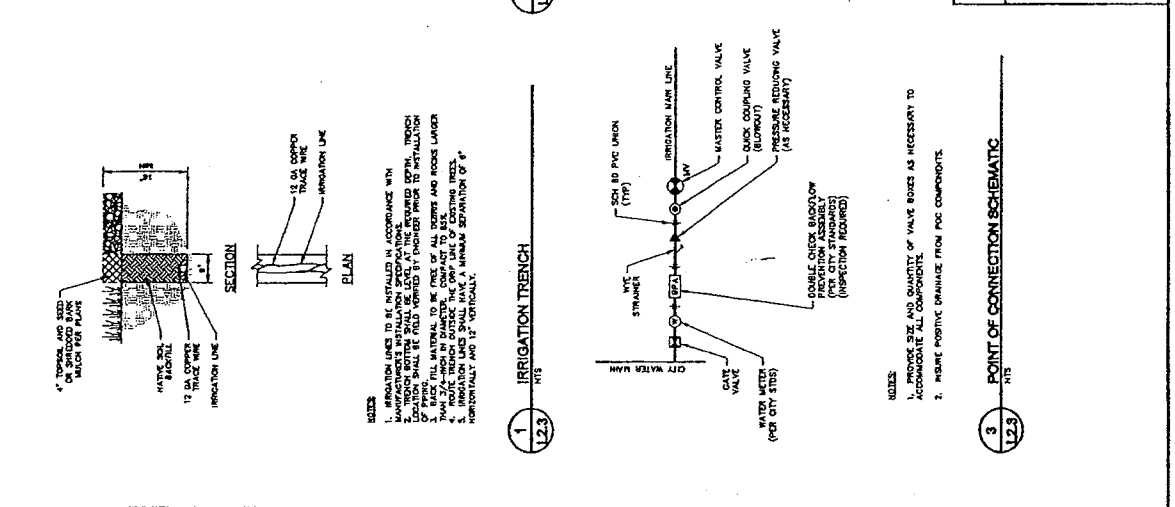
PERMANENT IRRIGATION:
 WEST OF MASTER VALVE
 DRAIN SYSTEM WITH
 TRENCHED MAIN LINES
 AND ON GRADE DRIP LINES

TEMPORARY IRRIGATION:
 WEST OF MASTER VALVE
 ON GRADE LINES AND
 FLEXIBLE RISER IMPACT
 SPRINKLERS

POINT OF CONNECTION
 (SEE DETAIL L2.3)

IRRI GATION SCHEDULE

SYMBOL	DESCRIPTION	QUANTITY	UNITS
(Symbol)	IRRI GATION CONTROL VALVE Station Information Callout		
(Symbol)	WATER MAIN		
(Symbol)	ELECTRIC SERVICE LINE		
(Symbol)	IRRI GATION MAIN LINE		
(Symbol)	IRRI GATION LATERAL LINE		
(Symbol)	IRRI GATION SLEEVE		
(Symbol)	IRRI GATION ZONE 1		
(Symbol)	IRRI GATION ZONE 2		
(Symbol)	IRRI GATION ZONE 3		
(Symbol)	UNCONNECTED PIPE CROSSING		
(Symbol)	THURST BLOCK		



GENERAL IRRIGATION NOTES

- THE POINT OF CONNECTION IS A 2" DIAMETER LINE STUBBED OUT FROM METERS ASSEMBLY ON LOCAL WATER MAINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONNECTION TO THE LOCAL WATER MAINS.
- ALL WORK PER LOCAL CODE. INSTALLATION PER MANUFACTURER'S WRITTEN SPECIFICATIONS. ALL CONNECTIONS SHALL BE MADE TO THE POC POINT OF CONNECTION. THE POC POINT OF CONNECTION SHALL BE LOCATED AT THE END OF THE POC POINT OF CONNECTION.
- INSTALL POP-UP TYPE SPRAWLER HEADS IN LAWN AREAS SO THAT THE SPRAWLER HEAD IS FLUSH WITH ADJACENT FINISH GRADE. INSTALL POP-UP TYPE SPRAWLER HEADS 1" LOWER THAN FINISH GRADE IN LAWN AREAS.
- INSTALL POP-UP TYPE SPRAWLER HEADS IN LAWN AREAS SO THAT THE SPRAWLER HEAD IS FLUSH WITH ADJACENT FINISH GRADE. INSTALL POP-UP TYPE SPRAWLER HEADS 1" LOWER THAN FINISH GRADE IN LAWN AREAS.
- IN ADDITION TO SLEEVES SHOWN ON THE DRAWINGS, CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF THE SLEEVES AND SEPARATE CONTROL WIRE SLEEVES OF SUFFICIENT SIZE UNDER PAVED AREAS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONNECTION TO THE LOCAL WATER MAINS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER CONNECTION TO THE LOCAL WATER MAINS.
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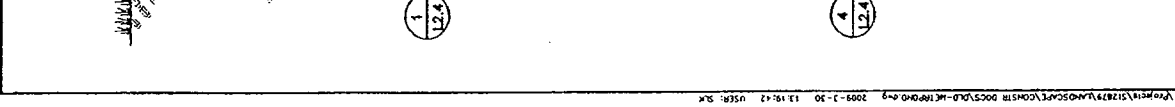
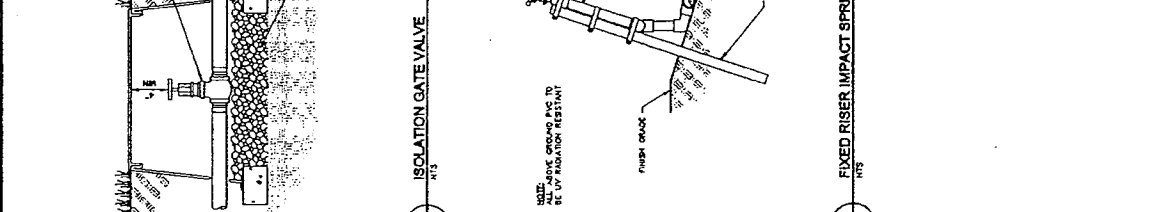
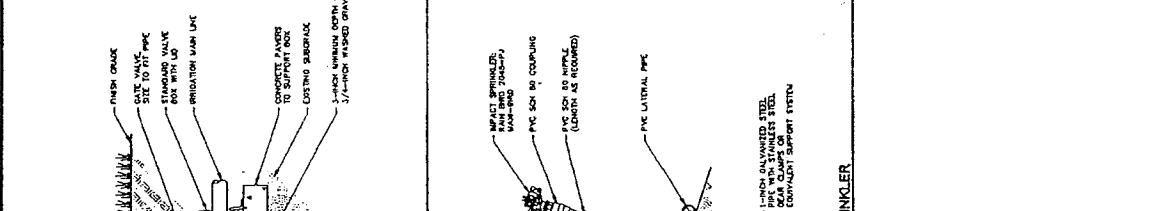
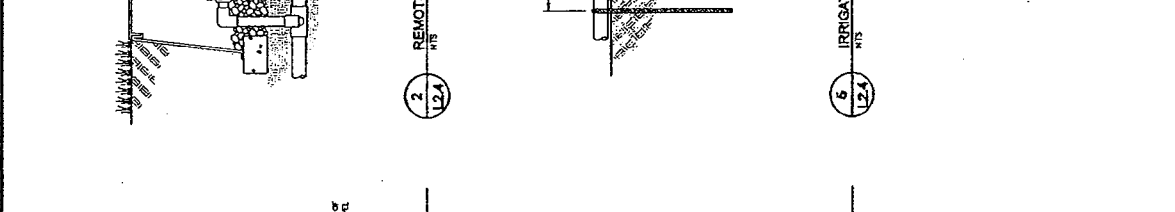
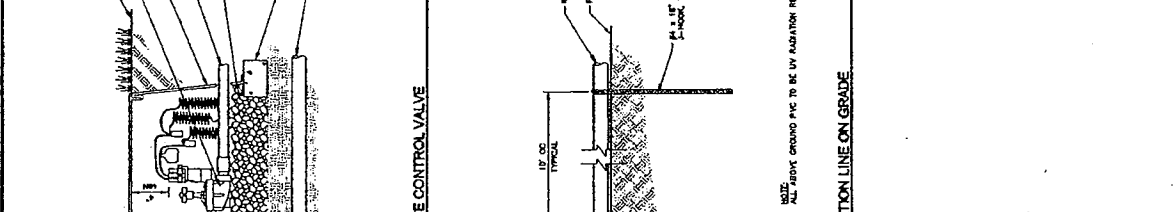
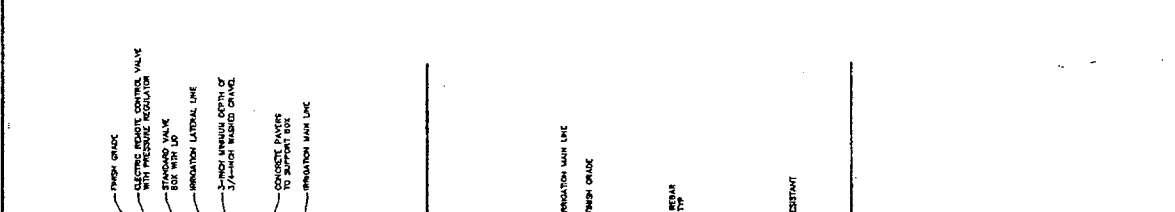
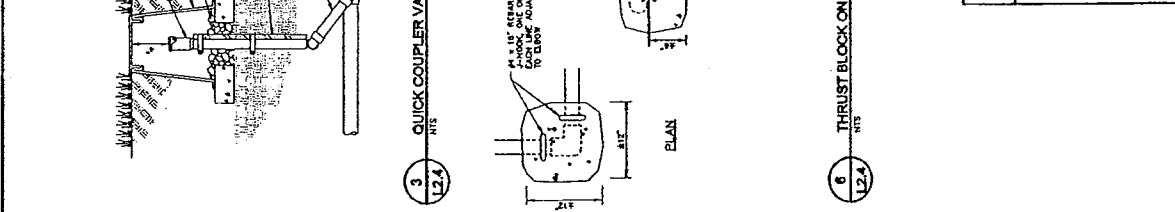
APPROVED: _____ DATE: _____
 CHECKED: _____ DATE: _____
 DRAWN: _____ DATE: _____
 REVISION: _____ DATE: _____

CALL 48 HOURS BEFORE YOU DIG 1-800-424-6565

THIS DEVELOPMENT SHALL BE CONSIDERED AS APPROVED WITH THE CITY OF REDMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDMOND, WA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDMOND, WA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF REDMOND, WA.

City of Redmond
 Planning Department
 15670 NE 53rd Street
 Redmond, WA 98073
 Phone: (509) 881-1000
 Fax: (509) 881-1001
 E-mail: planning@redmond.gov

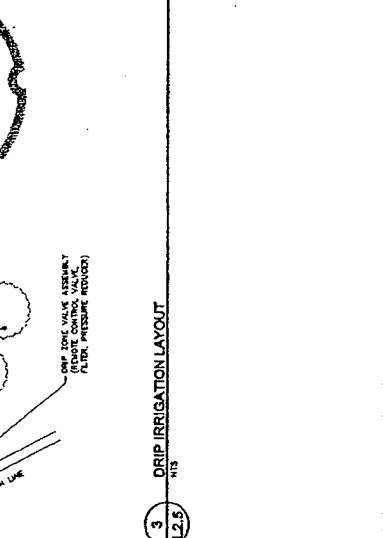
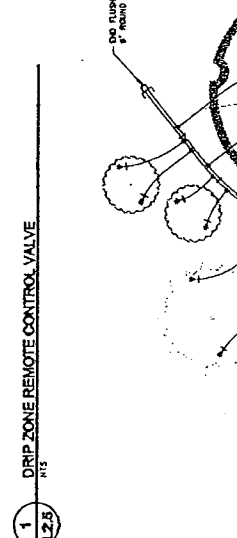
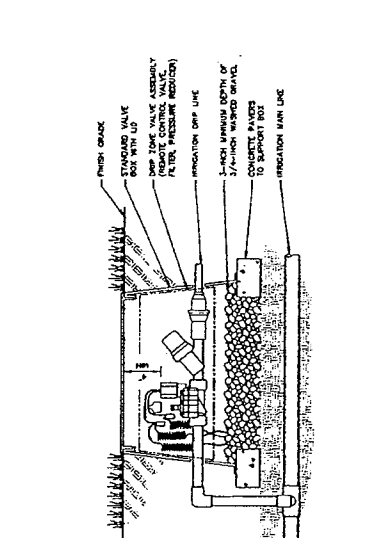
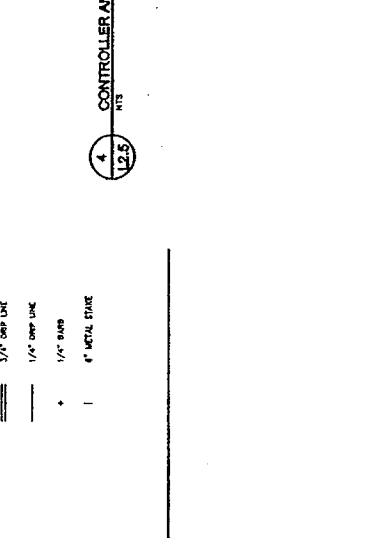
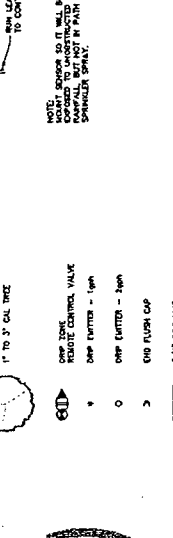
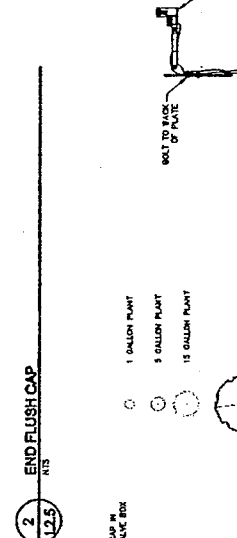
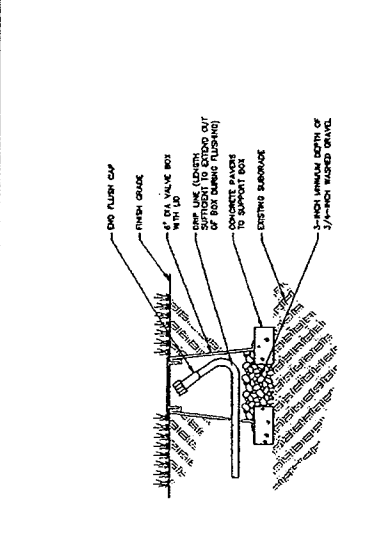
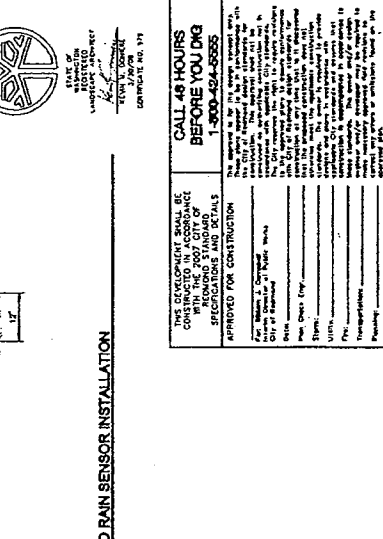
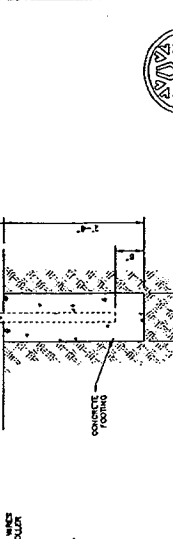
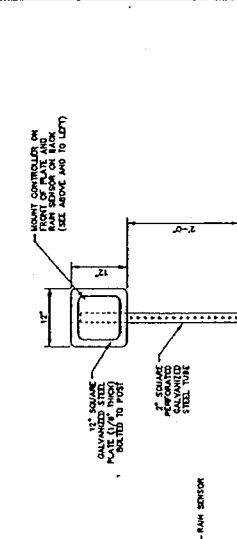
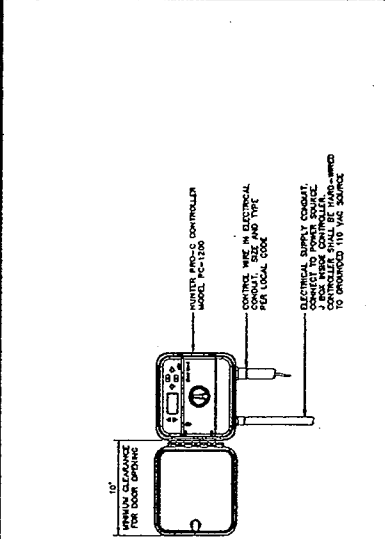


DATE	BY	DESCRIPTION

DOWL HKM
 15610 NE 45TH STREET
 REDMOND, WA 98073
 TEL: 425-885-8000
 FAX: 425-885-8001
 WWW.DOWLHKM.COM

CITY OF REDMOND
 15610 NE 45TH STREET
 P.O. BOX 51010
 REDMOND, WA 98073

IRRIGATION DETAILS
UNION HILL METRO SITE
REGIONAL DETENTION POND
 16055 NE UNION HILL ROAD
 REDMOND, WA
 CONTRACT NO. 19
 DATE: 03/20/06
 DRAWING NO: 12.5
 SHEET NO: 23 OF 25



1 DRIP ZONE REMOTE CONTROL VALVE
 12.5 N15

2 END FLUSH CAP
 12.5 N15

3 DRIP IRRIGATION LAYOUT
 12.5 N15

4 CONTROLLER AND RAIN SENSOR INSTALLATION
 12.5 N15

THE DEVELOPMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE CITY OF REDMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

CALL 48 HOURS BEFORE YOU DIG 1-800-424-8885

APPROVED FOR CONSTRUCTION

DATE OF APPROVAL: 03/20/06
 PROJECT NO: 19
 SHEET NO: 23 OF 25

FOR THE CITY OF REDMOND: [Signature]
 CITY ENGINEER

FOR THE DEVELOPER: [Signature]
 PROJECT ENGINEER

CONTRACT NO. 19

EXHIBIT E

Bargain and Sale Deed

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, King County, a political subdivision of the State of Washington ("Grantor"), does hereby grant, bargain, sell and convey to the City of Redmond a Washington municipal corporation ("Grantee"), that real property situate in the County of King, State of Washington, and described as follows:

See Exhibit A, attached hereto and made a part hereof

(the "RSWF Property").

Including all rights, privileges and easements appurtenant thereto, including, without limitation, all minerals, oil, gas and other hydrocarbon substances in, on and under the Property, all development rights, air rights, water, water rights, and any and all easements, rights-of-way, covenants and other appurtenances used in connection with the beneficial use and enjoyment of the RSWF Property.

Pursuant to the terms of the Real Estate Purchase and Sale Agreement (the "Agreement") entered into between Grantor and Grantee with the Effective Date of [INSERT EFFECTIVE DATE], Grantee made covenants regarding accommodation of storm water from that certain real property described in Exhibit B of this deed, attached hereto and made a part hereof ("VDC Property"). In accordance with and subject to the terms, conditions and covenants of the Agreement, Grantor transfers to Grantee the RSWF Property subject to the Deed Restriction attached hereto as Exhibit C and made a part hereof.

Dated this ____ day of _____, 200__.

GRANTOR:

KING COUNTY
a political subdivision of the State of
Washington

By: _____

Its: _____

ACKNOWLEDGED:

By: _____

GRANTEE:

CITY OF REDMOND, a Washington
municipal corporation

By: _____
John Marchione, Mayor

STATE OF WASHINGTON }
COUNTY OF KING } ss.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____, 2009.

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

STATE OF WASHINGTON

COUNTY OF KING

}

ss.

I certify that I know or have satisfactory evidence that **John Marchione** signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Redmond to be the free and voluntary act of the City of Redmond for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this _____ day of _____, 2009.

Printed Name _____

NOTARY PUBLIC in and for the State of Washington,

Residing at _____

My Commission Expires _____

Bargain and Sale Deed
EXHIBIT A

LEGAL DESCRIPTION OF THE RSWF PROPERTY
METRO TRANSIT FACILITY BSP LOT 2

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1 OF THE CITY OF REDMOND SHORT PLAT NO. SS-82-17 AS RECORDED UNDER KING COUNTY, WASHINGTON AUDITOR'S FILE NUMBER 8208240404;

THENCE S 89°27'30" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER 99.36 FEET;
THENCE N 00°32'30" W 233.18 FEET;
THENCE N 14°54'30" W 246.72 FEET;
THENCE N 07°05'30" E 52.83 FEET;
THENCE S 82°54'30" E 23.00 FEET;
THENCE N 07°05'30" E 50.00 FEET;
THENCE N 82°54'30" W 23.00 FEET;
THENCE N 07°05'30" E 84.37 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 913.00 FEET SAID CURVE BEING THE SOUTHERLY LINE OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9903252053; A LINE FROM THE RADIUS POINT OF THIS NON-TANGENT CURVE TO SAID BEGINNING BEARS N 1°47'53" E;
THENCE ALONG SAID CURVE 112.95 FEET THROUGH A CENTRAL ANGLE OF 7°05'19" TO THE WESTERLY BOUNDARY OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 20060525000925;
THENCE ALONG SAID AREA THE FOLLOWING THREE CALLS;
THENCE S 35°46'20" E 53.70 FEET; THENCE S 02°12'52" W 48.04 FEET;
THENCE S 87°47'08" E 21.41 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER;
THENCE S 02°12'52" W ALONG SAID EAST LINE 553.91 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, THE POINT OF BEGINNING.
SAID PORTION CONTAINS 87,120 SQUARE FEET OR 2.00 ACRES OF LAND, MORE OR LESS.

RSWF Property
Revised 6/3/09 – edit quarter corner reference

**Bargain and Sale Deed
EXHIBIT B**

**LEGAL DESCRIPTION OF THE VDC PROPERTY
METRO TRANSIT FACILITY BSP LOT 1**

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M. KING COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, W.M., SAID CORNER BEING THE SOUTHEAST CORNER OF LOT 1 OF THE CITY OF REDMOND SHORT PLAT NO. SS-82-17 AS RECORDED UNDER KING COUNTY, WASHINGTON AUDITOR'S FILE NUMBER 8208240404; THENCE S 89°27'30" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID SOUTHWEST QUARTER 99.36 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING S 89°27'30" W 545.16 FEET;

THENCE ALONG THE WESTERN BOUNDARY OF SAID LOT 1 THE FOLLOWING FOUR COURSES:

THENCE N 15°35'49" W 115.56 FEET; THENCE N 04°45'36" W 330.49 FEET;

THENCE N 24°32'49" E 125.48 FEET; THENCE N 09°56'59" W 37.28 FEET TO THE SOUTHERLY MARGIN OF UNION HILL ROAD, SAID SOUTHERLY MARGIN BEING 42.00 FEET SOUTHERLY FROM THE CENTERLINE SHOWN ON KING COUNTY ROAD PLANS UNION HILL ROAD, AVONDALE ROAD - 196TH AVE NE SURVEY NO 12-25-5-5;

THENCE N 80°03'01" E 334.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 913.00 FEET SAID CURVE BEING THE SOUTHERLY LINE OF AN AREA DEDICATED TO THE CITY OF REDMOND BY DEED RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9903252053;

THENCE ALONG SAID CURVE 187.20 FEET THROUGH A CENTRAL ANGLE OF 11°44'52";

THENCE S 07°05'30" W 84.37 FEET;

THENCE S 82°54'30" E 23.00 FEET;

THENCE S 07°05'30" W 50.00 FEET;

THENCE N 82°54'30" W 23.00 FEET;

THENCE S 07°05'30" W 52.83 FEET;

THENCE S 14°54'30" E 246.72 FEET;

THENCE S 00°32'30" E 233.18 FEET TO THE TRUE POINT OF BEGINNING.

SAID PORTION CONTAINS 349,436 SQUARE FEET OR 8.02 ACRES OF LAND, MORE OR LESS.

VDC Property

Revised 6/3/09 - edit quarter corner reference

**Bargain and Sale Deed
EXHIBIT C**

DEED RESTRICTION

The following covenants shall run with the RSWF Property for the sole benefit of the Grantor and the VDC Property:

The Grantee shall, at its sole cost, provide the off-site storm water facilities (not on the VDC Property) required to detain and treat all storm water drainage generated by the current improvements on the VDC Property, as well as any improvements that may be constructed on the VDC Property in the future.

The Grantor and its successors in interest shall have standing to enforce these covenants against Grantee and its successors and assigns and all subsequent owners of any portion of the RSWF Property. The Grantor shall have all remedies as are stated in the Agreement, including, without limitation all damages at law or in equity and specific performance. The covenants and conditions contained herein shall bind, respectively, Grantee and its successors and assigns and all subsequent owners of any portion of the RSWF Property subject to expiration, termination, and modification thereof as specifically provided below. Each and every contract, deed or other instrument hereafter executed conveying any portion of or interest in the RSWF Property shall contain an express provision making such conveyance subject to any covenants and conditions of this Deed Restriction, if still in effect, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

EXHIBIT F

CERTIFICATE OF NON-FOREIGN STATUS

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

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. Transferor's United States employer identification number is 91-6001327; and
3. Transferor's office address is King County Facilities Management Division, Asset Development and Management Section, Room 500 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104

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

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

DATED this _____ day of _____, 2009.

TRANSFEROR:

KING COUNTY

By: _____

Title: _____