

## 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 Sections 7.2.1 shall be memorialized by the “Deed Restriction” in the Deed as shown in **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: Scott  
Sr. Deputy Prosecuting Attorney

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

**CITY OF REDMOND**, a Washington  
municipal corporation (**BUYER**)

By: John Marchione  
John Marchione, Mayor

Date: 5/6/09

Approved as to Form:

By: James Haney  
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

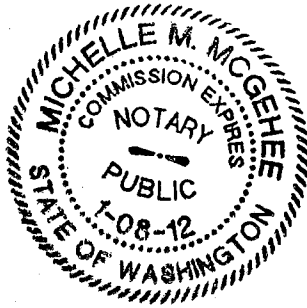
}

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 - 196<sup>TH</sup> 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*

DECLARATION

I, the undersigned owner of the land hereon described, hereby make a binding site plan pursuant to Chapter 35.27-040 (4) R.C.W. and declare this binding site plan to be a graphic 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 } ss COUNTY OF KING }

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 DATED 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.

DATED: SIGNATURE OF NOTARY PUBLIC: TITLE: MY 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 OF 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...

KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

CITY OF REDMOND APPROVALS

EXAMINED AND APPROVED THIS ... DAY OF ... 20...

ENGINEER, 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

- 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 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. L080451. 3. LOT 2 SHALL NOT BE PERMITTED DIRECT ACCESS TO MC UNION HILL RD.

LEGAL DESCRIPTION

LOT 1, CITY OF REDMOND SHORT PLAT NUMBER SS-82-17 ("QUESTAR SHORT PLAT ONE") RECORDED UNDER KING COUNTY RECORDING NUMBER 820824046, BEING A PORTION OF THE SOUTHEAST 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 870325203 AND 20060525009723.

DRAINAGE COVENANT

DRAINAGE WATERS FROM ANY LOT, LOTS, 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 NATURAL LOCATION OR ENTERING 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 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 MONTH OF SEPTEMBER, 2008, AND JANUARY OF 2007. ALL MONUMENTS SHOWN HEREON WERE VISITED 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.G.S. BASELINE WITHIN THE YEAR THE SURVEY WAS PERFORMED, AND A TOPCON HPR+ GPS UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

VICINITY MAP

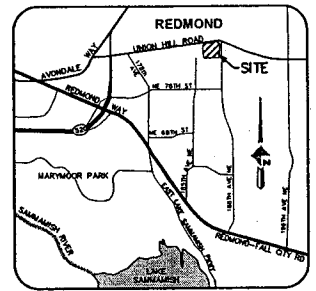


EXHIBIT B

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, PLS SURVEYOR'S NAME. MANAGER SUPERINTENDENT OF RECORDS

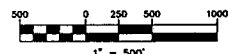
LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PERIMETER BOUNDARY OF THIS BINDING SITE PLAN AS REPRESENTED HEREON IS TRUE AND CORRECT AND IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 6, TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON; AND THAT THE PERIMETER BOUNDARY AND INTERIOR LOT CORNERS WILL BE STAKED CORRECTLY ON THE GROUND. ROBERT M. FITZMAURICE, PLS CERTIFICATE NO. 32437



Table with project information: DOWL HKM, 8400 164TH AVENUE NE, REDMOND, WA 98052. Includes a table with columns: DWN. BY, DATE, JOB NO., CHKD. BY, FILE NO., SHEET, RWF, S305-99A, 1 OF 8.

# SECTION BREAKDOWN



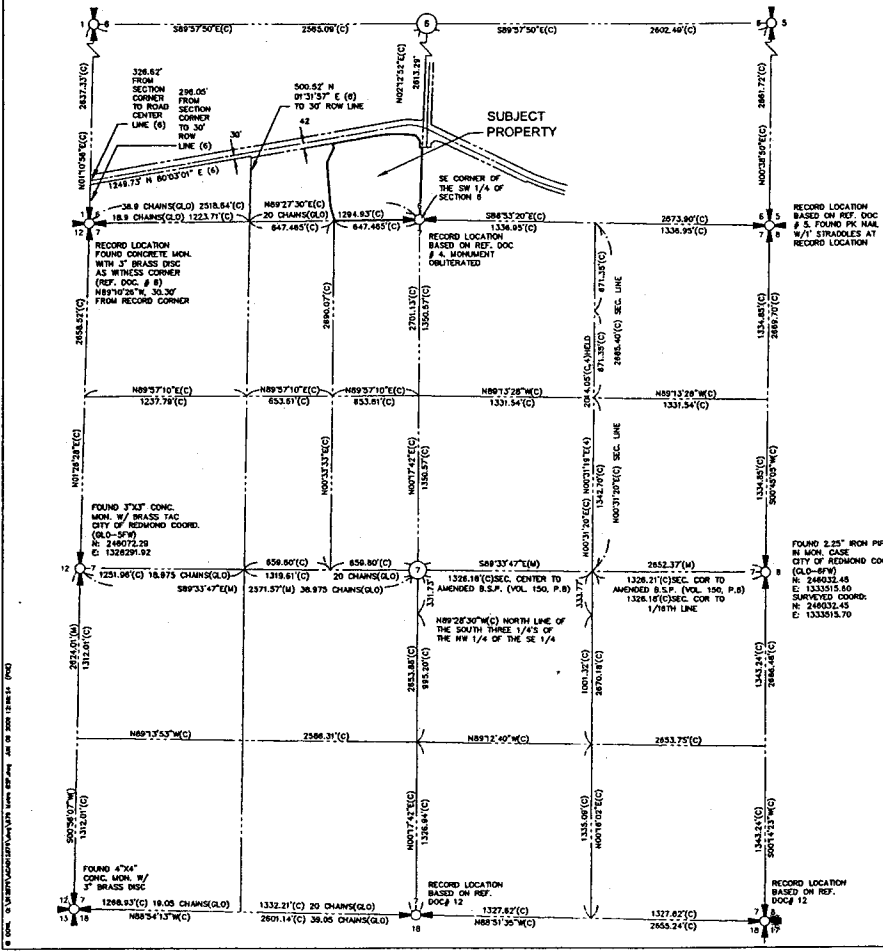
**LEGEND**

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 1993 (WSPCS 834)

BASIS OF BEARING: SOUTH 89°33'47" EAST, OBTAINED BY INVERTING BETWEEN THE COORDINATES OF THE CITY OF REDMOND MONUMENT GLO-SFW TO THE CITY OF REDMOND MONUMENT GLO-SFW.

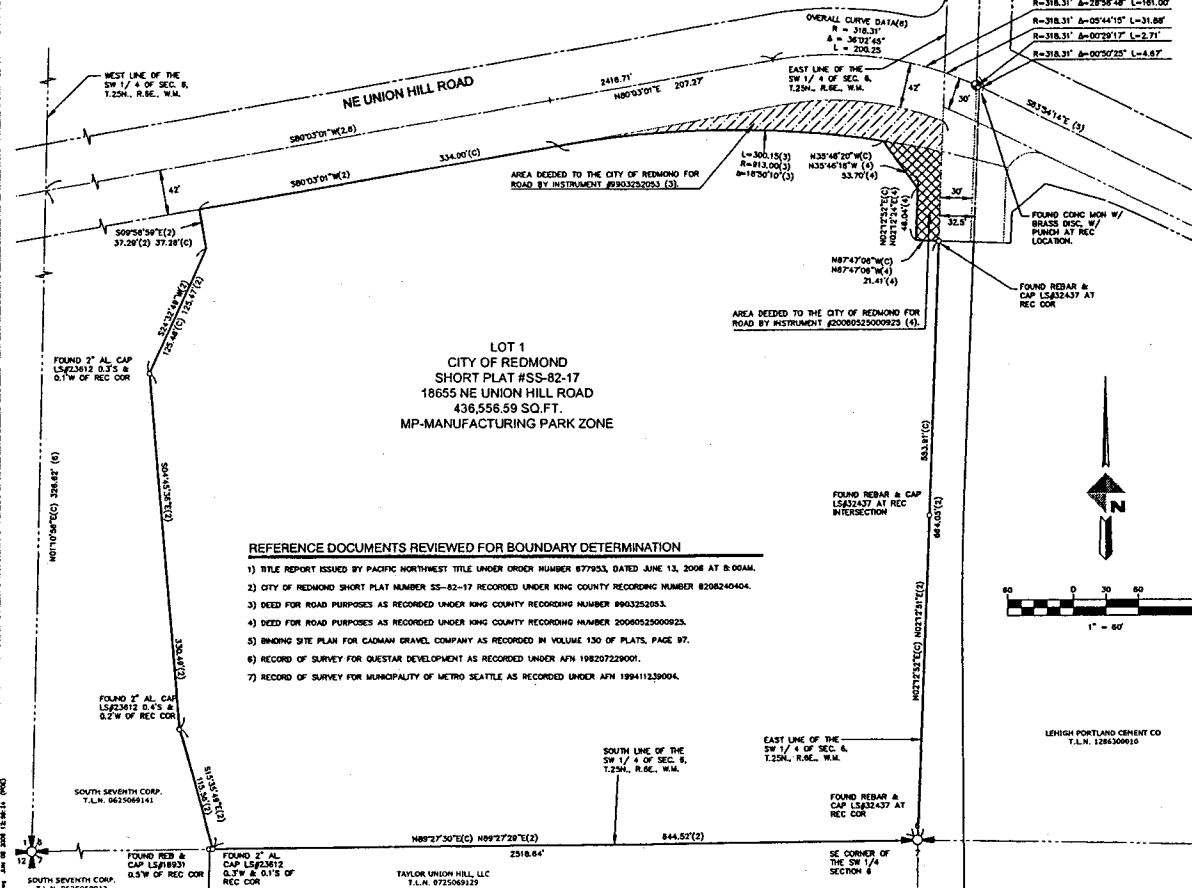


<p><b>DOWL HKM</b> 8430 164TH AVENUE NE, REDMOND, WA 98052 TEL: (425) 888-2870 FAX: (425) 888-2879</p>			<p><b>UNION HILL METRO SITE REGIONAL STORMWATER FACILITY BINDING SITE PLAN</b> CITY OF REDMOND DEVELOPMENT NO. DEV080090 CITY OF REDMOND FILE NO. LOB0451</p>		
			<p>A PORTION OF THE SW 1/4, SEC. 6, T.29N., R.6E., W.M., KING COUNTY, WA.</p>		
DWN. BY	DATE	JOB NO.	<p>T.L.N. 0625069016</p>		
JNM	2009-06-09	S12879			
CHKD. BY	FILE NO.	SHEET	<p>CITY OF REDMOND, KING COUNTY, WASHINGTON</p>		
RMF	S305-99B	2 OF 6			



# 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.



### REFERENCE DOCUMENTS REVIEWED FOR BOUNDARY DETERMINATION

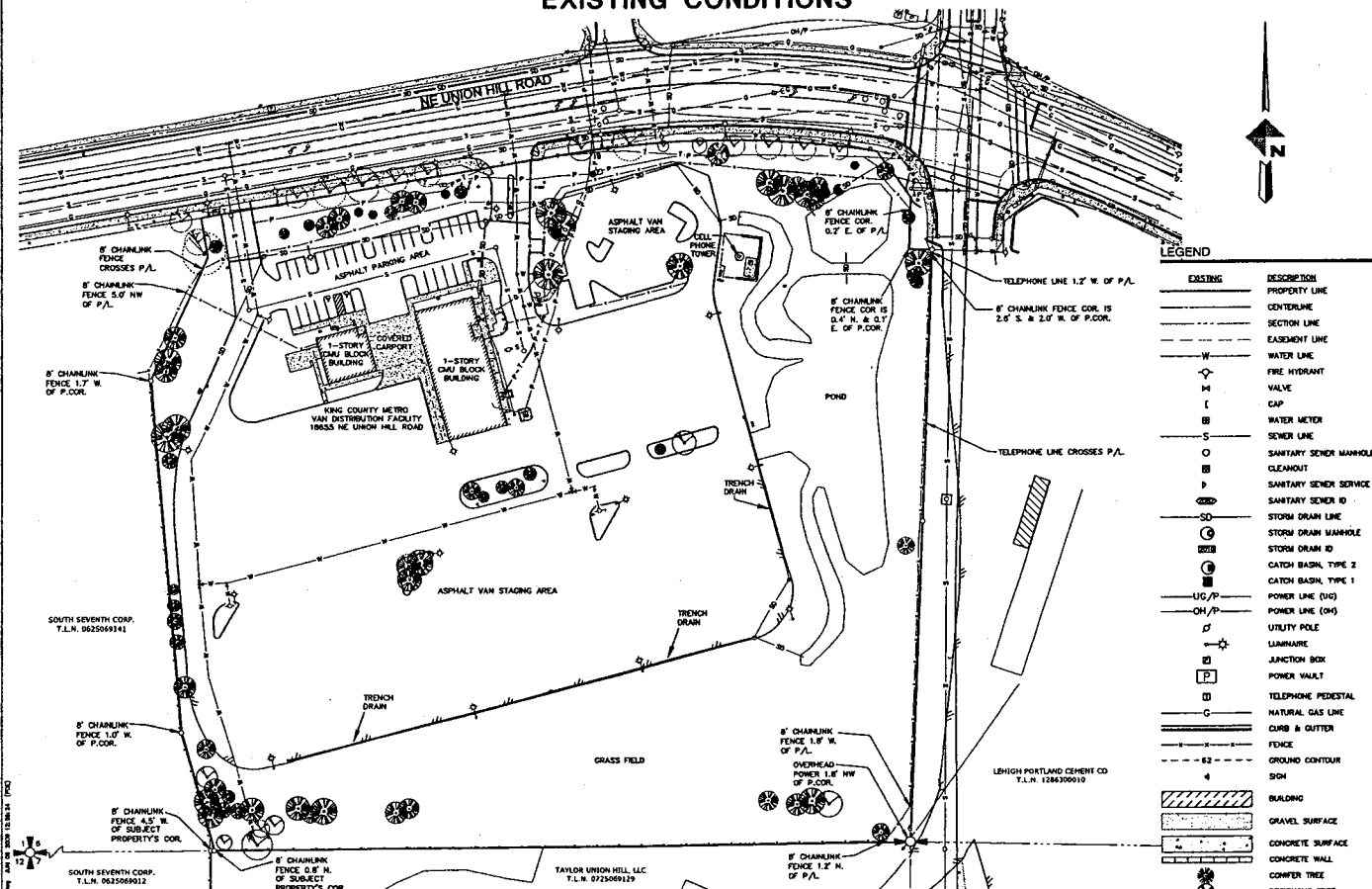
- 1) TITLE REPORT ISSUED BY PACIFIC NORTHWEST TITLE UNDER ORDER NUMBER 877953, DATED JUNE 13, 2006 AT 8:00AM.
- 2) CITY OF REDMOND SHORT PLAT NUMBER SS-82-17 RECORDED UNDER KING COUNTY RECORDING NUMBER 820824040A.
- 3) DEED FOR ROAD PURPOSES AS RECORDED UNDER KING COUNTY RECORDING NUMBER #903252053.
- 4) DEED FOR ROAD PURPOSES AS RECORDED UNDER KING COUNTY RECORDING NUMBER 20080525000923.
- 5) BINDING SITE PLAN FOR CADMAN TRAVEL COMPANY AS RECORDED IN VOLUME 130 OF PLATS, PAGE 97.
- 6) RECORD OF SURVEY FOR QUESTAR DEVELOPMENT AS RECORDED UNDER AFN 198207229001.
- 7) RECORD OF SURVEY FOR MUNICIPALITY OF METRO SEATTLE AS RECORDED UNDER AFN 199411239004.



EXISTING	DESCRIPTION	EXISTING	DESCRIPTION	EXISTING	DESCRIPTION
—	PROJECT BOUNDARY	12	E/W QUARTER SECTION CORNER	(M)	MEASURED DIMENSION
---	PROPERTY LINE	7	MONUMENT FOUND(AS NOTED)	(C)	COMPUTED DIMENSION
---	CENTERLINE	0	N/S QUARTER SECTION CORNER	(D)	DEEDED DIMENSION
---	EASEMENT LINE	8		(#)	REFERENCE DOCUMENT NUMBER
---	SECTION LINE	7			
---	SECTION CORNER				

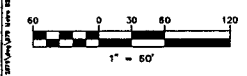
<p><b>DOWL HKM</b> 8420 184TH AVENUE NE, REDMOND, WA 98052 TEL: (425) 868-2870 FAX: (425) 868-2878</p>			<p><b>UNION HILL METRO SITE REGIONAL STORMWATER FACILITY BINDING SITE PLAN</b> CITY OF REDMOND DEVELOPMENT NO. DEV080090 CITY OF REDMOND FILE NO. L080451</p>	
			<p>A PORTION OF THE SW 1/4, SEC. 6, T.25N., R.6E., W.M., KING COUNTY, WA.</p>	
DWN. BY	DATE	JOB NO.	T.L.N. 0625069016	
JNM	2009-06-09	S12879		
CHKD. BY	FILE NO.	SHEET	CITY OF REDMOND, KING COUNTY, WASHINGTON	
RMF	305-99C	3 OF 8		

# EXISTING CONDITIONS



**LEGEND**

EXISTING	DESCRIPTION
---	PROPERTY LINE
---	SECTION LINE
---	CENTER LINE
---	EASEMENT LINE
W	WATER LINE
⊕	FIRE HYDRANT
M	VALVE
I	CAP
⊞	WATER METER
S	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
UG/P	POWER LINE (UG)
OH/P	POWER LINE (OH)
⊞	UTILITY POLE
⊞	LAMINAIRE
⊞	JUNCTION BOX
⊞	POWER VAULT
⊞	TELEPHONE PEDESTAL
⊞	NATURAL GAS LINE
---	CURB & GUTTER
---	FENCE
---	GROUND CONTOUR
---	SPH
▨	BUILDING
▨	GRAVEL SURFACE
▨	CONCRETE SURFACE
▨	CONCRETE WALL
⊞	CONIFER TREE
⊞	DECIDUOUS TREE



**JUNE 09 2009**

**DOWL HKM**  
 8420 164TH AVENUE NE, REDMOND, WA 98052  
 TEL: (425) 888-2870 FAX: (425) 888-2879

DWN. BY	DATE	JOB NO.
JNM	2009-06-09	S12879
CHKD. BY	FILE NO.	SHEET
RMF	5305-99D	4 OF 6

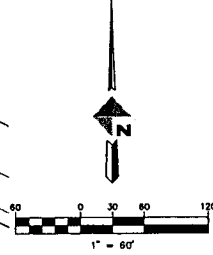
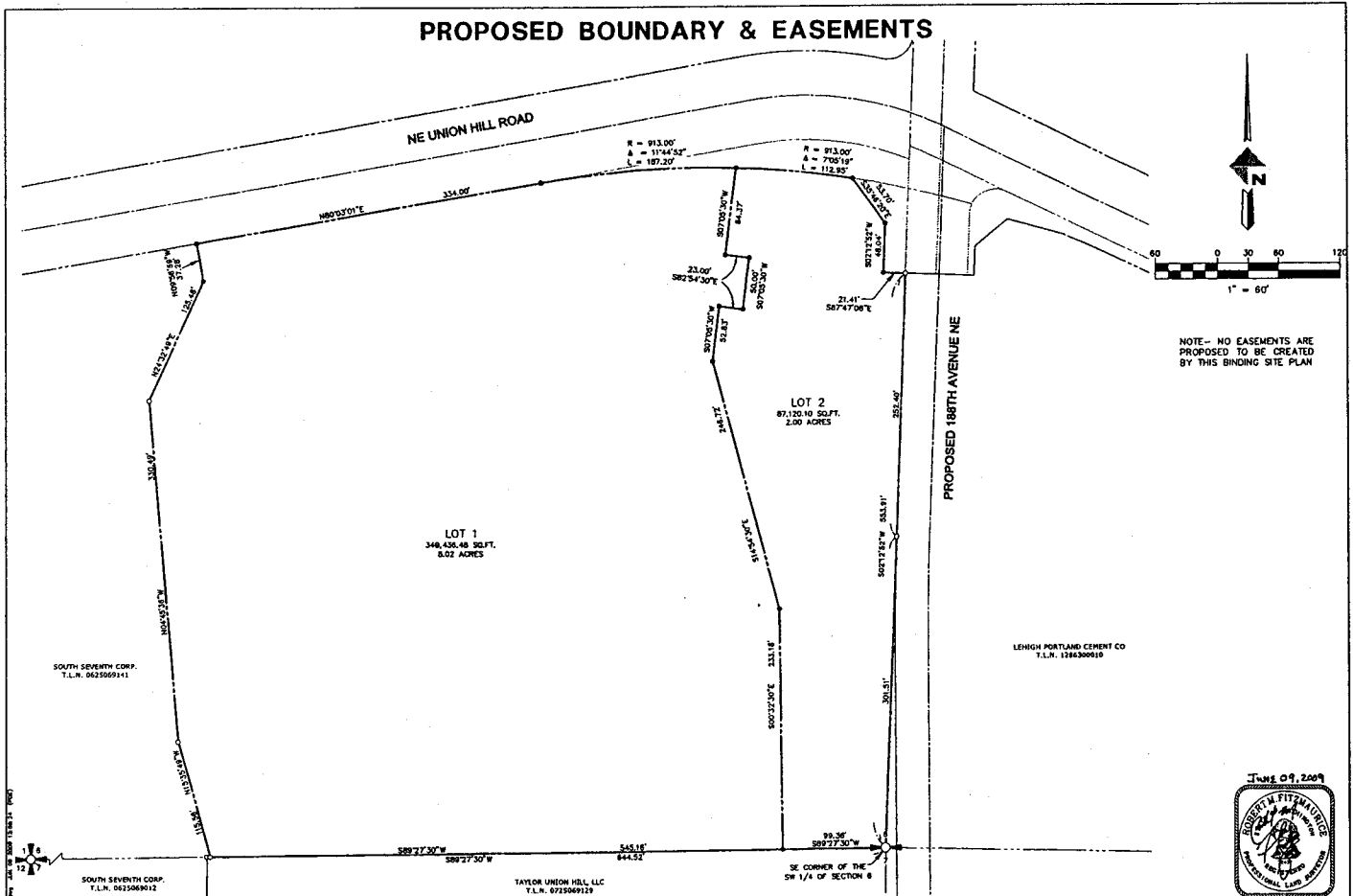
**UNION HILL METRO SITE  
 REGIONAL STORMWATER FACILITY  
 BINDING SITE PLAN**  
 CITY OF REDMOND DEVELOPMENT NO. DEV080090  
 CITY OF REDMOND FILE NO. L080451

A PORTION OF THE SW 1/4, SEC. 6, T.25N., R.EE., 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	(C)	COMPUTED DIMENSION
	CENTERLINE		MONUMENT STAMPED LS 32437	(D)	DEEDED DIMENSION
	EASEMENT LINE		SET PER THIS BINDING SITE PLAN	(#)	REFERENCE DOCUMENT NUMBER
	SECTION LINE		MONUMENT FOUND (SEE SHEET 3)		
	SECTION CORNER				

**DOWL HKM**  
 8400 184TH AVENUE NE, REDMOND, WA 98052  
 TEL: (425) 888-3070 FAX: (425) 888-3078

DWN. BY JNM	DATE 2009-06-09	JOB NO. 512879
CHKD. BY RMF	FILE NO. 305-99E	SHEET 5 OF 8

**UNION HILL METRO SITE  
 REGIONAL STORMWATER FACILITY  
 BINDING SITE PLAN**

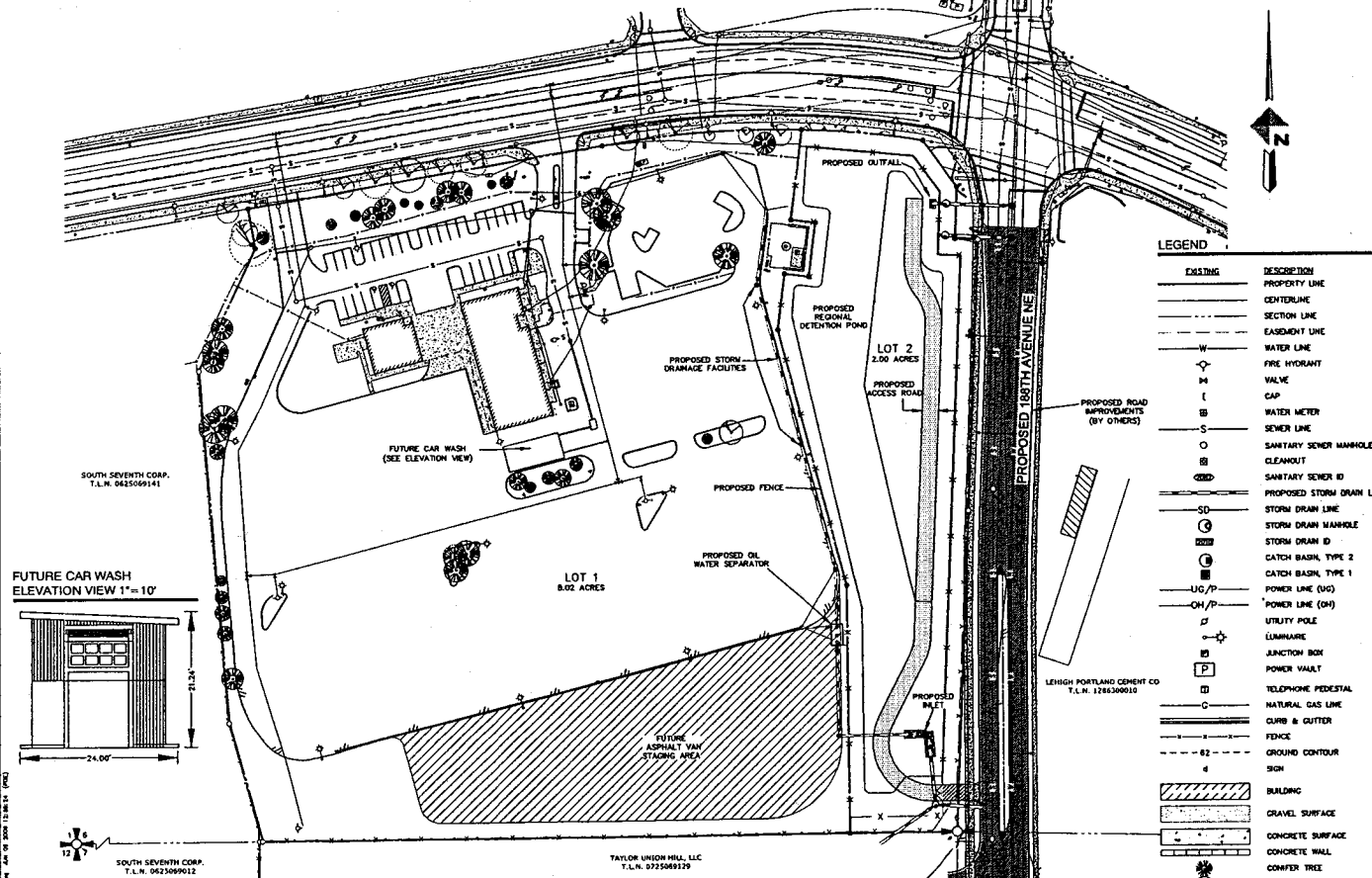
CITY OF REDMOND DEVELOPMENT NO. DEV080090  
 CITY OF REDMOND FILE NO. L080451

A PORTION OF THE SW 1/4, SEC. 5, T.25N., R.6E., W.M.,  
 KING COUNTY, WA.

T.L.N. 0625069016

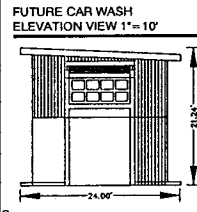
CITY OF REDMOND, KING COUNTY, WASHINGTON

# PROPOSED SITE PLAN

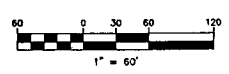


**LEGEND**

EXISTING	DESCRIPTION
---	PROPERTY LINE
---	CENTERLINE
---	SECTION LINE
---	EASEMENT LINE
W	WATER LINE
⊕	FIRE HYDRANT
M	VALVE
⌈	CAP
⊞	WATER METER
S	SEWER LINE
○	SANITARY SEWER MANHOLE
⊞	CLEANOUT
⊞	SANITARY SEWER ID
---	PROPOSED STORM DRAIN LINE
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
⊞	LUMINAIRE
⊞	JUNCTION BOX
⊞	POWER VAULT
⊞	TELEPHONE PEDESTAL
---	NATURAL GAS LINE
---	CURB & GUTTER
---	FENCE
---	GROUND CONTOUR
⊞	SIGN
▨	BUILDING
▨	GRAVEL SURFACE
▨	CONCRETE SURFACE
▨	CONCRETE WALL
⊞	CONIFER TREE
⊞	DECIDUOUS TREE



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



**JUNE 09, 2009**

**DOWL HKM**  
 8400 164TH AVENUE NE, REDMOND, WA 98052  
 TEL: (425) 869-3870 FAX: (425) 869-3879

DWN. BY	DATE	JOB NO.
JNM	2009-06-09	512879
CHKD. BY	FILE NO.	SHEET
RMF	S305-99F	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.M., 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 facility charge or connection fee for the regional stormwater facility for the Development. 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 storm water facility and treatment, including but not limited to connection fees for facilities other than the regional stormwater facility 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: \_\_\_\_\_

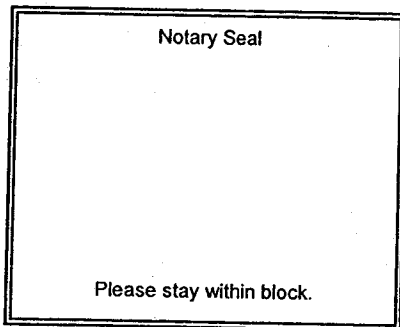
\_\_\_\_\_  
Michelle M. McGehee, City Clerk

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: \_\_\_\_\_

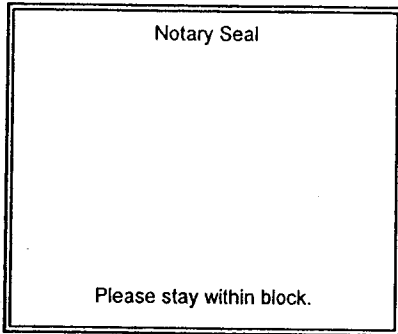
Print Name: \_\_\_\_\_  
Notary Public in and for the State of Washington

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 - 196<sup>TH</sup> 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

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE LAND HEREIN DESCRIBED, HEREBY MAKE A BINDING SITE PLAN PURSUANT TO CHAPTER 35.120-040 (4) R.C.W. AND DECLARE THIS BINDING SITE PLAN TO BE GRAPHIC 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 OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS \_\_\_\_\_ TO BE THE PRICE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: \_\_\_\_\_ SIGNATURE OF NOTARY PUBLIC \_\_\_\_\_ TITLE: \_\_\_\_\_ MY 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\_\_\_\_.

ENGINEER, 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

- 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 DECISION TRANSMITTAL LETTER DATED FEBRUARY 27, 2006, 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. L080451.
3. LOT 2 SHALL NOT BE PERMITTED DIRECT ACCESS TO NE UNION HILL RD.

LEGAL DESCRIPTION

LOT 1, CITY OF REDMOND SHORT PLAT NUMBER 22-22-17 (QUESTAR SHORT PLAT ONE) RECORDED UNDER KING COUNTY RECORDING NUMBER 820654004, BEING A PORTION OF THE SOUTHEAST 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 #00252053 AND #0002520092.

DRAINAGE COVENANT

DRAINAGE WATERS FROM ANY LOT, LOTS, 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 NATURAL LOCATION OR ENTERING 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 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 CONTINGUOUS, 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, 2006, AND JANUARY OF 2007. ALL MONUMENTS SHOWN HEREON WERE VISITED 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.G.S. BASELINE WITHIN THE YEAR THE SURVEY WAS PERFORMED, AND A TOPCON HIPER+ GPS UNIT. PROCEDURES USED IN THIS SURVEY WERE FIELD TRANSVERSE MEETING OR EXCEEDING STANDARDS SET BY WAC 352-130-090.

VICINITY MAP

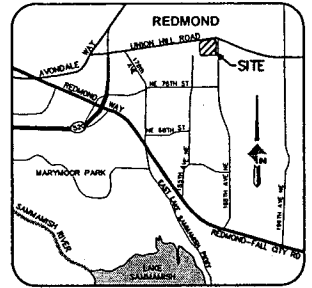


EXHIBIT 3 Copy of Approved Binding Site Plan

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. SURVEYOR'S NAME

MANAGER \_\_\_\_\_ SUPERINTENDENT OF RECORDS \_\_\_\_\_

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PERIMETER 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 23 NORTH, RANGE \_\_\_\_\_ EAST, W.M. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON; AND THAT THE PERIMETER BOUNDARY AND INTERIOR LOT CORNERS WILL BE STAKED CORRECTLY ON THE GROUND.

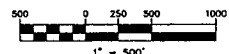
ROBERT M. FITZMAURICE, PLS. CERTIFICATE NO. 32437



DOWL HKM 8480 164TH AVENUE NE, REDMOND, WA 98052 TEL: (425) 868-2670 FAX: (425) 868-2679

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.8E., W.M., KING COUNTY, WA. T.L.N. 0625069016 CITY OF REDMOND, KING COUNTY, WASHINGTON

# SECTION BREAKDOWN



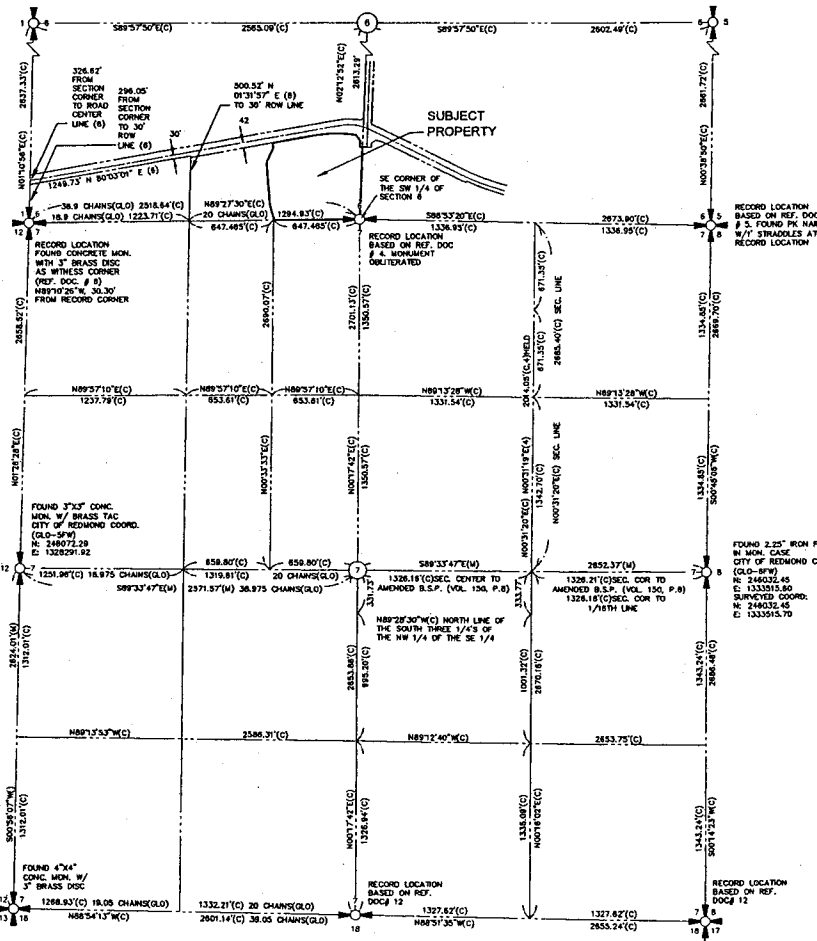
**LEGEND**

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
(CLO)	DIMENSION FROM G.L.O. NOTES
(#)	REFERENCE DOCUMENT NUMBER

**HORIZONTAL CONTROL**

BASIS OF BEARING - REDMOND CITY HORIZONTAL CONTROL NOTEBOOK, PUBLISHED 1993 (WSPCS 6.3M)

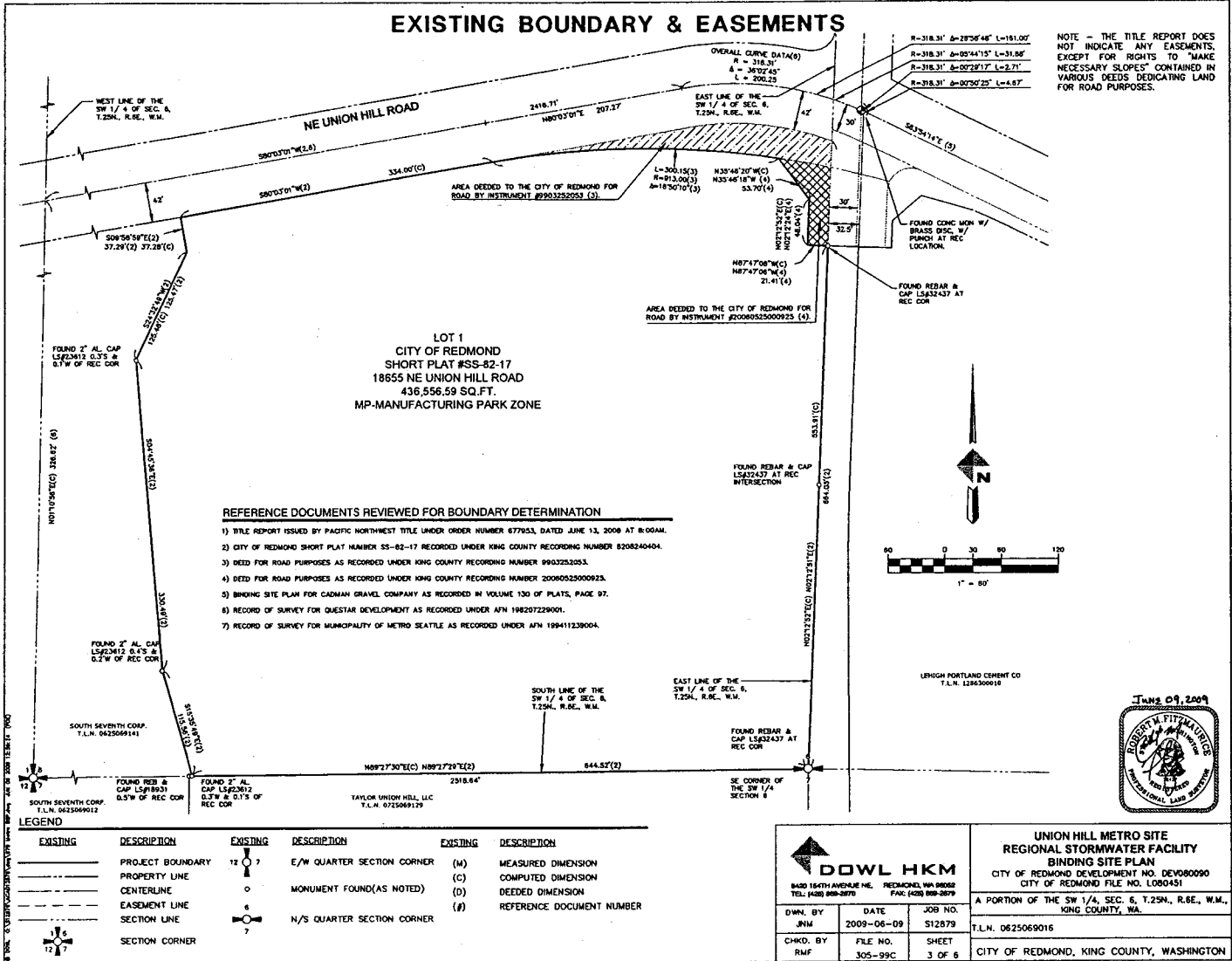
BASIS OF BEARING: SOUTH 89°23'42" EAST, OBTAINED BY INVERTING BETWEEN THE COORDINATES OF THE CITY OF REDMOND MONUMENT G.L.O.-SFN TO THE CITY OF REDMOND MONUMENT G.L.O.-SFN.



<p><b>DOWL HKM</b> 8420 164TH AVENUE NE, REDMOND, WA 98052 TEL (425) 888-2870 FAX (425) 888-2879</p>	<p><b>UNION HILL METRO SITE REGIONAL STORMWATER FACILITY BINDING SITE PLAN</b> CITY OF REDMOND DEVELOPMENT NO. DEV080090 CITY OF REDMOND FILE NO. L080451</p>	
	<p>DWN. BY: JNM DATE: 2009-06-09 JOB NO.: S12879</p>	<p>A PORTION OF THE SW 1/4, SEC. 5, T.25N., R.6E., W.M., KING COUNTY, WA.</p> <p>T.L.N. 0625069016</p> <p>CITY OF REDMOND, KING COUNTY, WASHINGTON</p>



### 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.

LOT 1  
CITY OF REDMOND  
SHORT PLAT #SS-82-17  
18655 NE UNION HILL ROAD  
436,556.59 SQ.FT.  
MP-MANUFACTURING PARK ZONE

**REFERENCE DOCUMENTS REVIEWED FOR BOUNDARY DETERMINATION**

- 1) TITLE REPORT ISSUED BY PACIFIC NORTHWEST TITLE UNDER ORDER NUMBER 677553, DATED JUNE 13, 2008 AT R.004M.
- 2) CITY OF REDMOND SHORT PLAT NUMBER SS-82-17 RECORDED UNDER KING COUNTY RECORDING NUMBER 8208240404.
- 3) DEED FOR ROAD PURPOSES AS RECORDED UNDER KING COUNTY RECORDING NUMBER 9903232033.
- 4) DEED FOR ROAD PURPOSES AS RECORDED UNDER KING COUNTY RECORDING NUMBER 20080523000823.
- 5) BINDING SITE PLAN FOR CADMAN GRAVEL COMPANY AS RECORDED IN VOLUME 130 OF PLATS, PAGE 97.
- 6) RECORD OF SURVEY FOR QUESTAR DEVELOPMENT AS RECORDED UNDER APN 198207229001.
- 7) RECORD OF SURVEY FOR MUNICIPALITY OF METRO SEATTLE AS RECORDED UNDER APN 199411239004.

EXISTING	DESCRIPTION	EXISTING	DESCRIPTION	EXISTING	DESCRIPTION
12	PROJECT BOUNDARY	7	E/W QUARTER SECTION CORNER	(M)	MEASURED DIMENSION
1	PROPERTY LINE	0	MONUMENT FOUND (AS NOTED)	(C)	COMPUTED DIMENSION
1	CENTERLINE	0		(D)	DEEDED DIMENSION
1	EASEMENT LINE	0		(#)	REFERENCE DOCUMENT NUMBER
1	SECTION LINE	7	N/S QUARTER SECTION CORNER		
1	SECTION CORNER				

**DOWL HKM**  
8420 154TH AVENUE NE, REDMOND, WA 98052  
TEL: (425) 868-2870 FAX: (425) 868-2879

DWN. BY: JNM DATE: 2009-06-09 JOB NO.: 512879  
CHKD. BY: RMF FILE NO.: 305-99C SHEET: 3 OF 6

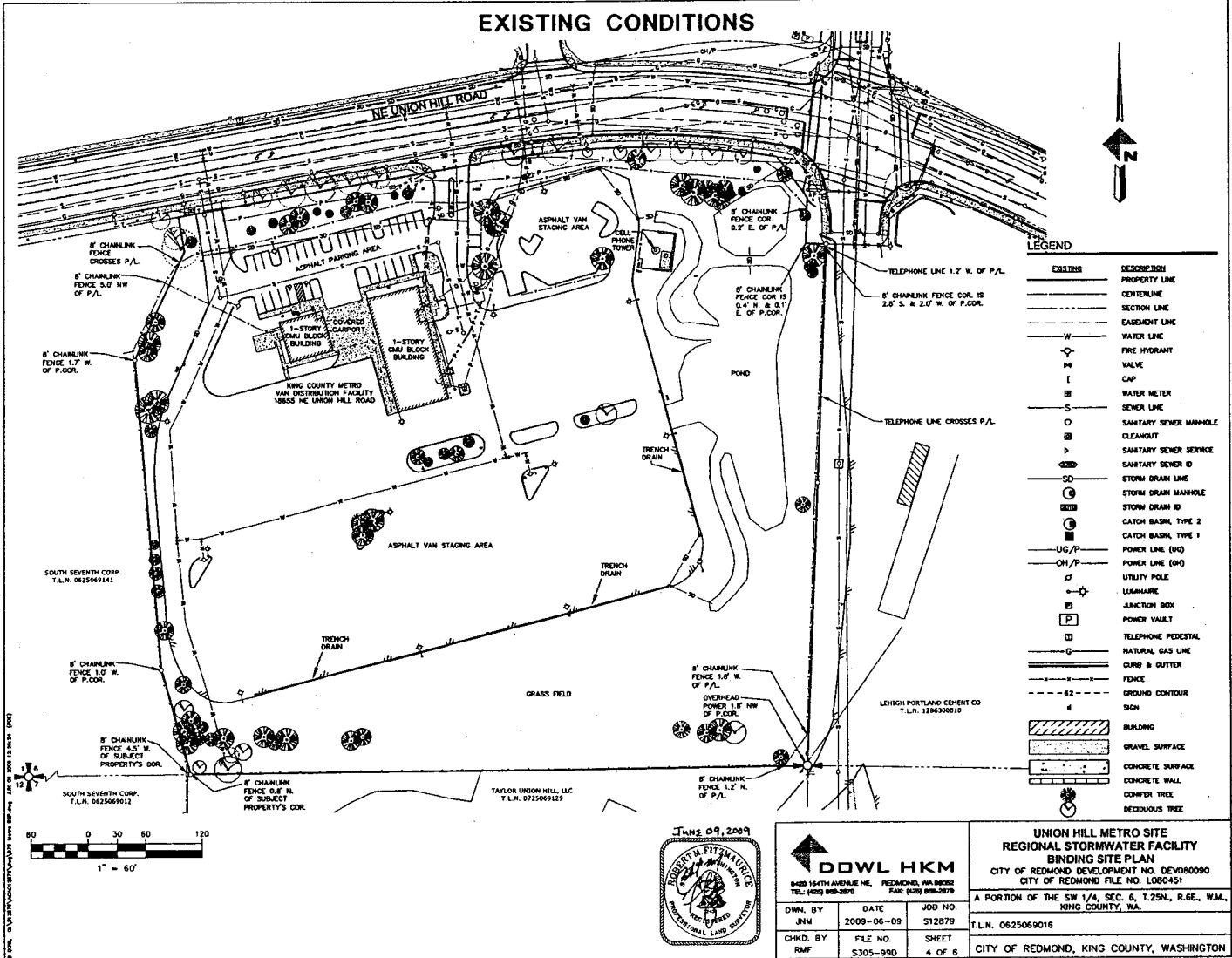
**UNION HILL METRO SITE  
REGIONAL STORMWATER FACILITY  
BINDING SITE PLAN**  
CITY OF REDMOND DEVELOPMENT NO. DEV080900  
CITY OF REDMOND FILE NO. LO80451

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

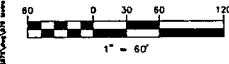
T.L.N. 0625069016

CITY OF REDMOND, KING COUNTY, WASHINGTON

### EXISTING CONDITIONS



EXISTING	DESCRIPTION
---	PROPERTY LINE
---	CENTERLINE
---	SECTION LINE
---	EASEMENT LINE
W	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
UG/P	POWER LINE (UG)
CH/P	POWER LINE (CH)
⊕	UTILITY POLE
⊕	LUMINAIRE
⊕	JUNCTION BOX
⊕	POWER VAULT
⊕	TELEPHONE PEDESTAL
⊕	NATURAL GAS LINE
---	CURB & GUTTER
---	FENCE
---	GROUND CONTOUR
4	SIgn
[Hatched Box]	BUILDING
[Dotted Box]	GRAVEL SURFACE
[Stippled Box]	CONCRETE SURFACE
[Cross-hatched Box]	CONCRETE WALL
[Tree Symbol]	CONIFER TREE
[Tree Symbol]	DECIDUOUS TREE



**DOWL HKM**  
 8420 164TH AVENUE NE, REDMOND, WA 98052  
 TEL: (425) 888-2870 FAX: (425) 888-2879

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

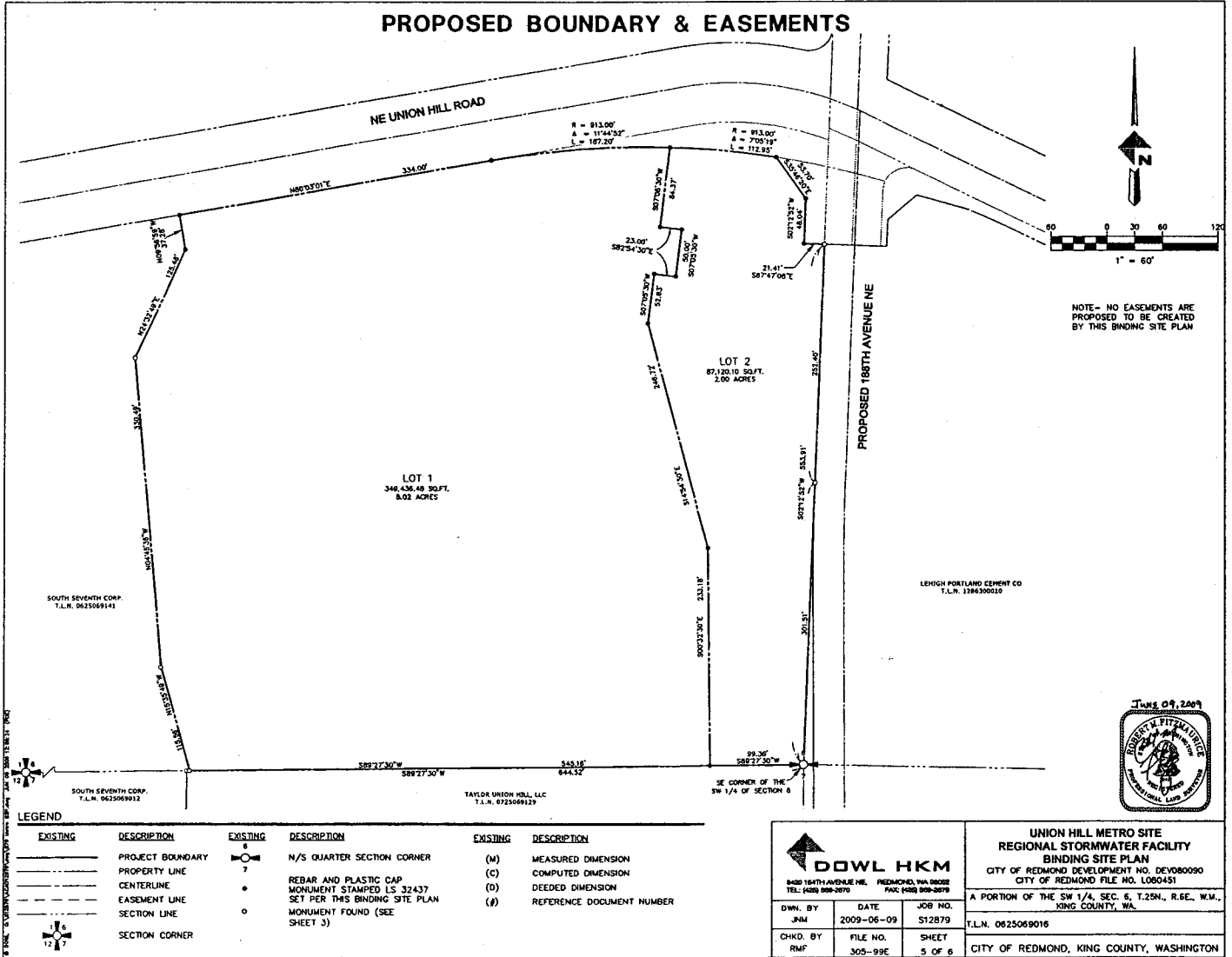
**UNION HILL METRO SITE  
 REGIONAL STORMWATER FACILITY  
 BINDING SITE PLAN**  
 CITY OF REDMOND DEVELOPMENT NO. DEV080090  
 CITY OF REDMOND FILE NO. L080451

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



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 SET PER THIS BINDING SITE PLAN	(C)	COMPUTED DIMENSION
	CENTERLINE		MONUMENT FOUND (SEE SHEET J)	(D)	DEEDED DIMENSION
	EASEMENT LINE			(#)	REFERENCE DOCUMENT NUMBER
	SECTION LINE				
	SECTION CORNER				

**DOWL HKM**  
 8400 164TH AVENUE NE, REDMOND, WA 98052  
 TEL: (425) 899-2870 FAX: (425) 899-2878

DWN. BY	DATE	JOB NO.
JHM	2009-06-09	S12879
CHKD. BY	FILE NO.	SHEET
RMF	305-99E	5 OF 6

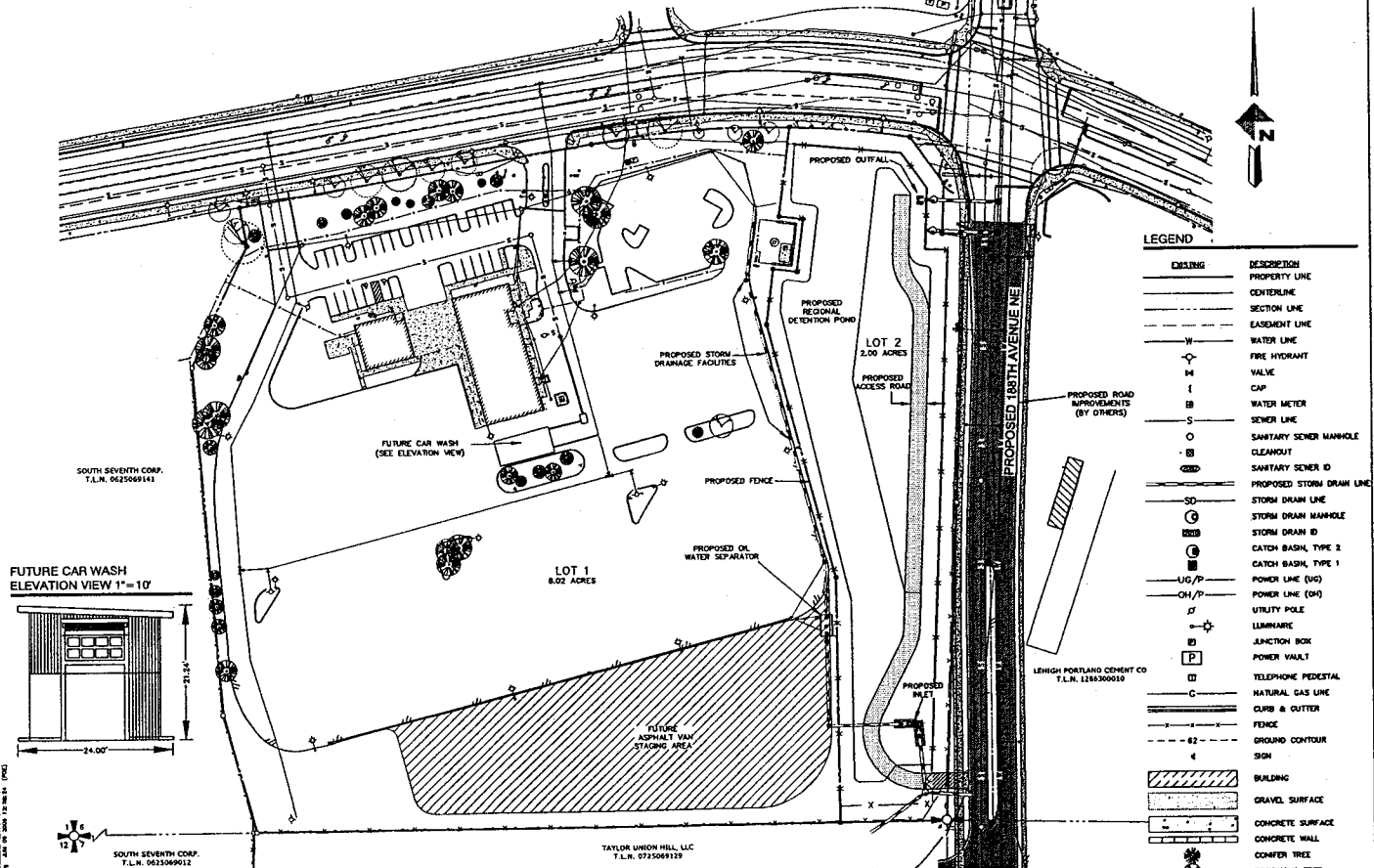
**UNION HILL METRO SITE**  
**REGIONAL STORMWATER FACILITY**  
**BINDING SITE PLAN**  
 CITY OF REDMOND DEVELOPMENT NO. DEV080090  
 CITY OF REDMOND FILE NO. L060451

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

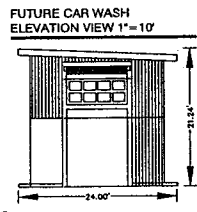


# PROPOSED SITE PLAN



**LEGEND**

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 ID
---	PROPOSED STORM DRAIN LINE
---	STORM DRAIN LINE
---	STORM DRAIN MANHOLE
---	STORM DRAIN ID
---	CATCH BASIN, TYPE 2
---	CATCH BASIN, TYPE 1
---	POWER LINE (UG)
---	POWER LINE (OH)
---	UTILITY POLE
---	LUMINAIRE
---	JUNCTION BOX
---	POWER VAULT
---	TELEPHONE PEDESTAL
---	NATURAL GAS LINE
---	CURB & GUTTER
---	FENCE
---	GROUND CONTOUR
---	SIGN
---	BUILDING
---	GRAVEL SURFACE
---	CONCRETE SURFACE
---	CONCRETE WALL
---	CONCRETE TREE
---	DECIDUOUS TREE



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



**DOWL HKM**  
 8430 164TH AVENUE NE, REDMOND, WA 98052  
 TEL: (425) 888-2870 FAX: (425) 888-2878

DWN. BY	DATE	JOB NO.
JNM	2009-06-09	S12879
CHKD. BY	FILE NO.	SHEET
RMF	S305-99F	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

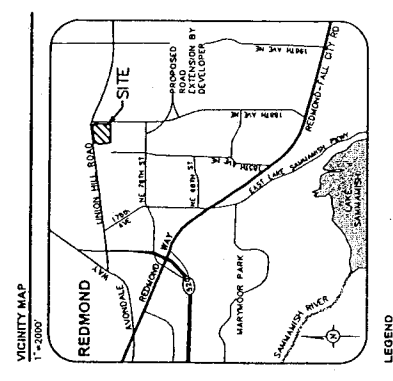
A PORTION OF THE SW 1/4, SEC. 8, T.25N., R.6E., W.M., KING COUNTY, WA.

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

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

CITY OF REDMOND
UNION HILL METRO SITE
REGIONAL DETENTION POND

Table with columns: DATE, REVISION, APPROVAL, DOWL H&M



LEGEND
DESCRIPTION
EXISTING
PROPOSED

LAND USE DATA SUMMARY
Table with columns: LOT #, LOT AREA, PROPOSED IMPERVIOUS (ACRES), EXISTING IMPERVIOUS (ACRES), TOTAL IMPERVIOUS (ACRES), LANDSCAPE (ACRES)

STORMWATER FLOW CONTROL STRINGS (MMWD)
Table with columns: YEAR, FLOW IN (CFS), PREDEVELOPED, DEVELOPED

STORMWATER FACILITY GENERAL DATA:
DESIGN WATER SURFACE ELEV.=83.90'
DESIGN WATER QUALITY ELEV.=83.15'
DESIGN FLOW RATE=1.00 MGAL/HR
DESIGN FLOW RATE=0.41 CFS

RECORDAL DETENTION POND DESIGN DATA
Table with columns: CAPACITY, ELEV. RANGE, VOLUME, DETENTION, WATER QUALITY

DRAWING SHEET INDEX
C10 PROJECT INFORMATION SHEET
C11 REDMOND PLAN AND STANDARD NOTES

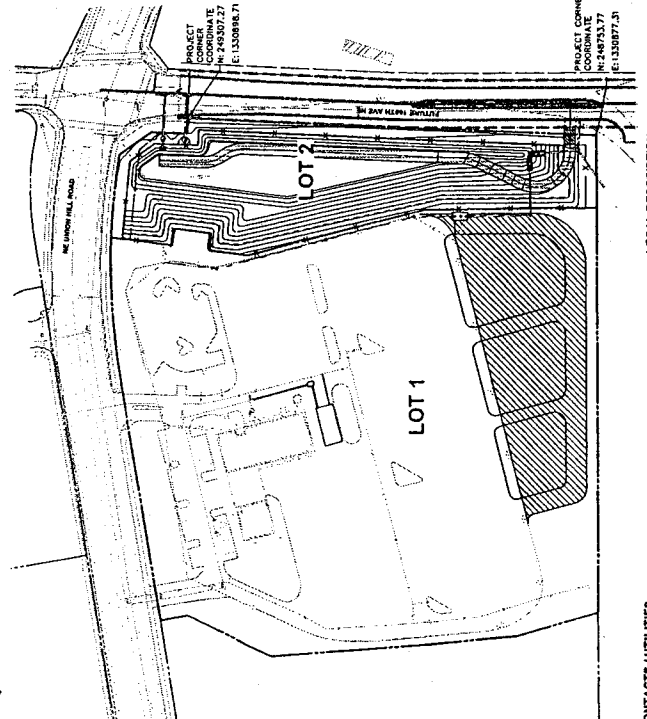
LANDSCAPE DATA SUMMARY
TOTAL IMPERVIOUS COVERAGE = 78.62%
IMPERVIOUS COVERAGE ALLOWED = 85.00%
AREA DESTROYED BY CONSTRUCTION = 158,953 SF (3,577.87 AC)

VERTICAL CONTROL (DATUM: NGVD 29)
CITY OF REDMOND BENCHMARK:
RED 13' AT THE INTERSECTION OF REDMOND WAY AND NE 70TH STREET.

STORMWATER FACILITY GENERAL DATA:
DESIGN WATER SURFACE ELEV.=83.90'
DESIGN WATER QUALITY ELEV.=83.15'
DESIGN FLOW RATE=1.00 MGAL/HR
DESIGN FLOW RATE=0.41 CFS

RECORDAL DETENTION POND DESIGN DATA
Table with columns: CAPACITY, ELEV. RANGE, VOLUME, DETENTION, WATER QUALITY

DRAWING SHEET INDEX
C10 PROJECT INFORMATION SHEET
C11 REDMOND PLAN AND STANDARD NOTES



LEGAL DESCRIPTION
LOT 1, CITY OF REDMOND SHORT PLAT NUMBER 082508816 UNDER THE CITY OF REDMOND RECORDS...

CONTACTS/UTILITIES
GUTENBERG ENGINEERS TERRACON CONSULTANTS, INC
1400 SE 36TH STREET
REDFORD, WA 98073

FLOOD PLAIN INFORMATION
BASED ON FEMA FIRM 453030300C, THE SITE IS IN ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN IS ALSO OUTSIDE THE 100-YEAR FLOOD PLAIN.

PROJECT INFORMATION SHEET
UNION HILL METRO SITE
REGIONAL DETENTION POND
CITY OF REDMOND
15670 NE 85TH STREET
REDFORD, WA 98073

APPROVED FOR CONSTRUCTION
THIS DEVELOPMENT SHALL BE CONFORMANT WITH THE CITY OF REDMOND STANDARD SPECIFICATIONS AND DETAILS
APPROVED FOR CONSTRUCTION: [Signature]
DATE: [ ]





NO.	DATE	DESCRIPTION
1	10/15/20	FIELD SURVEY
2	11/10/20	FIELD SURVEY
3	12/15/20	FIELD SURVEY
4	01/20/21	FIELD SURVEY
5	02/25/21	FIELD SURVEY
6	03/30/21	FIELD SURVEY
7	04/25/21	FIELD SURVEY
8	05/20/21	FIELD SURVEY
9	06/15/21	FIELD SURVEY
10	07/10/21	FIELD SURVEY
11	08/05/21	FIELD SURVEY
12	09/01/21	FIELD SURVEY
13	09/28/21	FIELD SURVEY
14	10/25/21	FIELD SURVEY
15	11/20/21	FIELD SURVEY
16	12/15/21	FIELD SURVEY
17	01/10/22	FIELD SURVEY
18	02/05/22	FIELD SURVEY
19	03/01/22	FIELD SURVEY
20	03/28/22	FIELD SURVEY
21	04/23/22	FIELD SURVEY
22	05/18/22	FIELD SURVEY
23	06/13/22	FIELD SURVEY
24	07/08/22	FIELD SURVEY
25	07/25/22	FIELD SURVEY
26	08/19/22	FIELD SURVEY
27	09/14/22	FIELD SURVEY
28	10/09/22	FIELD SURVEY
29	10/26/22	FIELD SURVEY
30	11/20/22	FIELD SURVEY
31	12/15/22	FIELD SURVEY
32	01/10/23	FIELD SURVEY
33	02/05/23	FIELD SURVEY
34	03/01/23	FIELD SURVEY
35	03/28/23	FIELD SURVEY
36	04/23/23	FIELD SURVEY
37	05/18/23	FIELD SURVEY
38	06/13/23	FIELD SURVEY
39	07/08/23	FIELD SURVEY
40	07/25/23	FIELD SURVEY
41	08/19/23	FIELD SURVEY
42	09/14/23	FIELD SURVEY
43	10/09/23	FIELD SURVEY
44	10/26/23	FIELD SURVEY
45	11/20/23	FIELD SURVEY
46	12/15/23	FIELD SURVEY
47	01/10/24	FIELD SURVEY
48	02/05/24	FIELD SURVEY
49	03/01/24	FIELD SURVEY
50	03/28/24	FIELD SURVEY

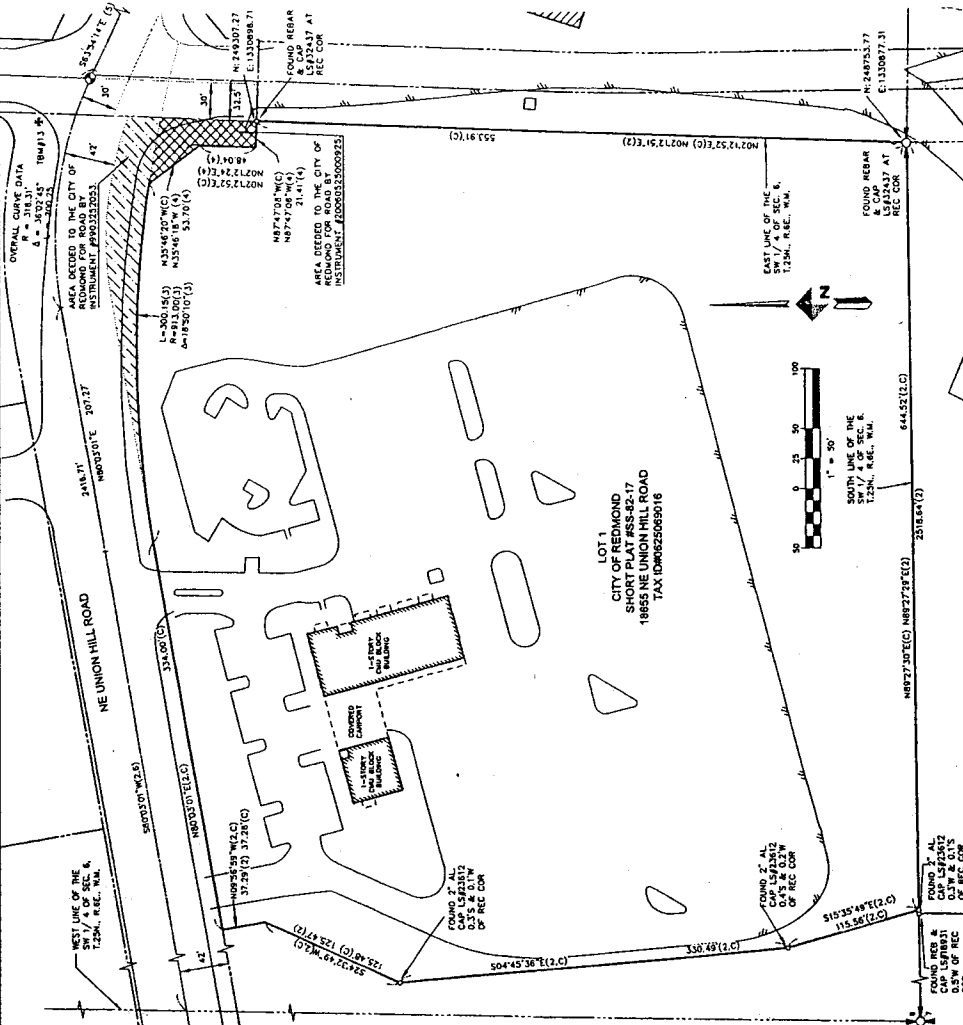
**DOWL HKM**  
 400 NORTH AVENUE NE, REDMOND, WA 98073  
 TEL: 425-881-9700 FAX: 425-881-9701  
 WWW.DOWLHKM.COM

CITY OF REDMOND  
 15420 NE 85TH STREET  
 REDMOND, WA 98053  
 TEL: (425) 558-2844

BOUNDARY SURVEY - EXISTING  
 REGIONAL DETENTION POND  
 UNION HILL METRO SITE  
 18655 NE UNION HILL ROAD  
 REDMOND, WA

C2.0  
 SCALE: AS SHOWN  
 DATE: 11/21/2023

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



**REFERENCE DOCUMENTS**

1. THE NUMBER ISSUED BY PACIFIC NORTHWEST TITLE UNDER ORDER NUMBER 87798A DATED JUNE 13, 2004 AT 8:00AM.
2. CITY OF REDMOND SHORT PLAT NUMBER 35-82-17 RECORDED UNDER KING COUNTY RECORDING NUMBER 82084-0464.
3. DEED FOR ROAD PURPOSES AS RECORDED UNDER KING COUNTY RECORDING NUMBER 960222003.
4. DEED FOR ROAD PURPOSES AS RECORDED UNDER KING COUNTY RECORDING NUMBER 82084-0464.
5. RECORDED IN VOLUME 130 OF PLATS, PAGE 97.
6. RECORD OF SURVEY FOR QUESTAR DEVELOPMENT AS RECORDED UNDER WPA 1982022800.

EXISTING	DESCRIPTION
(C)	COMPUTED DIMENSION
(U)	DIMENSION FROM REF. DOC.
(F)	FOUND MONUMENT (AS NOTED)
(S)	CALCULATED CENTER OF SECTION
(O)	SECTION CORNER
(Q)	E/W QUARTER CORNER
(R)	N/S QUARTER CORNER

EXISTING	DESCRIPTION
(P)	PROJECT BOUNDARY
(L)	CENTURIE LINE
(R)	RIGHT-OF-WAY LINE
(S)	PROPERTY LINE
(E)	EDGE OF ASPHALT

**VERTICAL CONTROL DATUM: NAVD 83**  
 CITY OF REDMOND BENCHMARK: "RED 13"  
 3" DIAMETER BRASS DISK SET IN CONCRETE WALK AT THE SOUTHWEST CORNER OF INTERSECTION OF REDMOND WAY AND NE 70TH STREET.  
 ELEVATION = 48.304 FEET  
 CITY OF REDMOND BENCHMARK: "RED 14"  
 3" DIAMETER BRASS DISK SET IN CONCRETE WALK AT NORTHERLY CORNER OF INTERSECTION OF REDMOND - FALL CITY PARKWAY AND 18TH AVENUE NE.  
 ELEVATION = 48.676 FEET

**TEMPORARY BENCHMARKS**  
 CONTROL POINT # 4  
 MONUMENT: BRASS DISK  
 ELEVATION = 116.98 FEET  
 CONTROL POINT # 13  
 1/2" GALV. W/ASHER STAMPED "TOWN CONTROL" SET IN SIDEWALK PK. MAIL WITH W/ASHER STAMPED "TOWN CONTROL" SET IN SIDEWALK INTERSECTION OF NE UNION HILL ROAD AND 18TH AVENUE NE.  
 ELEVATION = 61.83

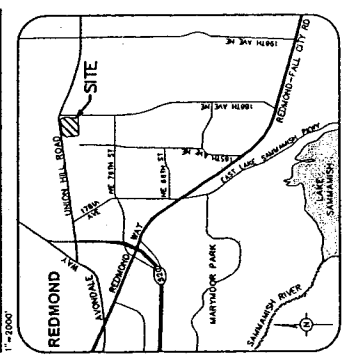
**HORIZONTAL CONTROL - C.O.R. 140-81-81**  
 BASIS OF CORONAMERS: CITY OF REDMOND MONUMENT CONTROL NOTEBOOK, PUBLISHED 1993 (NAD 83)  
 BASIS OF CORONAMERS: CITY OF REDMOND MONUMENTS 610-57W AND 610-87W  
 INTERSECTING BETWEEN CITY OF REDMOND MONUMENTS 610-57W AND 610-87W

**LEGAL DESCRIPTION**  
 LOT 1, CITY OF REDMOND SHORT PLAT NUMBER 35-82-17 (QUESTAR DEVELOPMENT), BEING ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 25 NORTH, RANGE 6 EAST, MERIDIAN 6 WEST, COUNTY OF KING, STATE OF WASHINGTON, EXCEPT THAT PORTION OF LOT 1 CONVEYED TO THE CITY OF REDMOND FOR ROAD BY DEEDS RECORDED UNDER RECORDING NUMBERS 960222003 AND 200802000925.

**TAX PARCEL NUMBER**  
 063508916

**ZONING**  
 MP - MANUFACTURING PARK ZONE

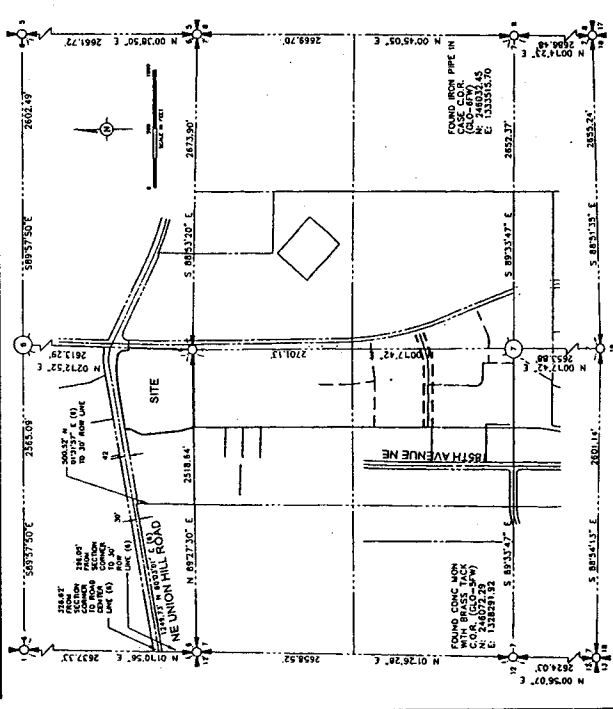
**VICINITY MAP**  
 1"=1000'




**SURVEYOR'S NOTE**  
 THIS SURVEY WAS PERFORMED DURING THE MONTH OF SEPTEMBER, 2023. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT. THE SURVEY WAS PERFORMED USING A TOTAL STATION WITH ELECTRONIC DISTANCE MEASUREMENT (EDM) AND AN NGS TOPCON HP8K GPS UNIT. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT. THE SURVEY WAS PERFORMED USING A TOTAL STATION WITH ELECTRONIC DISTANCE MEASUREMENT (EDM) AND AN NGS TOPCON HP8K GPS UNIT. THE SURVEY WAS PERFORMED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF PROFESSIONAL CONDUCT.

**FLOOD PLAIN INFORMATION**  
 BASED ON FEMA FIRM #240330300, THE SITE IS IN ZONE X. AREAS 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.



DATE: 11/27/96  
 DRAWN: [Name]  
 CHECKED: [Name]  
 APPROVED: [Name]

**HWL HKM**  
 420 EAST HAWK CREEK RD.  
 KALAMAZOO, MI 49001-2228  
 P.O. BOX 97010  
 CITY OF REDMOND  
 WA COX TEL: (425) 956-2641

REGIONAL DEFENTION POND  
 UNION HILL METRO SITE  
 CITY OF REDMOND, WA  
 16655 NE UNION HILL ROAD

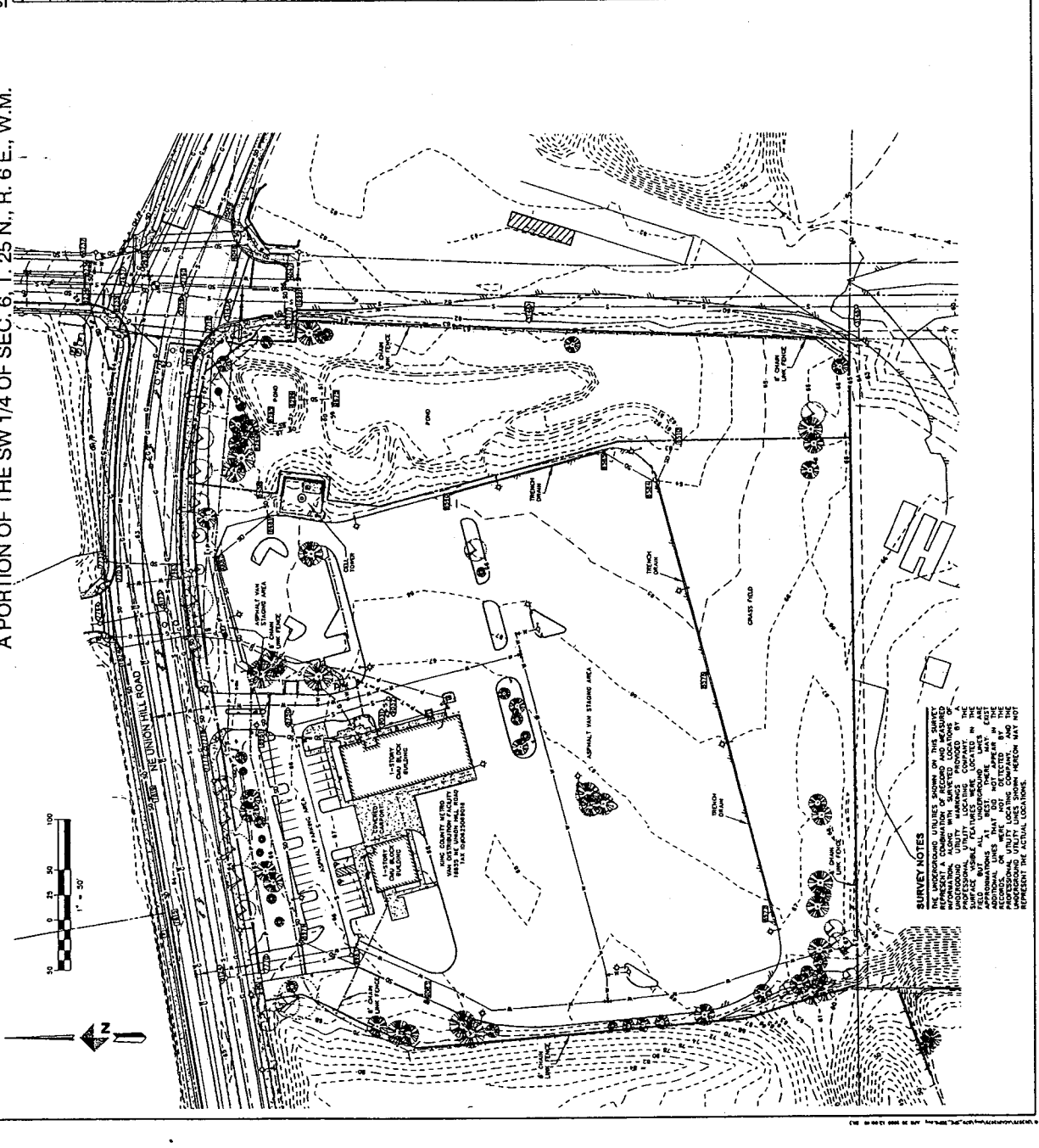
TOPOGRAPHIC SURVEY - EXISTING  
 SCALE: AS SHOWN  
 SHEET: C2.1

**LEGEND**

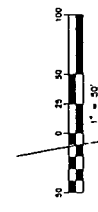
**EXISTING**

PROPERTY LINE  
 CENTERLINE  
 SECTION LINE  
 CORNER LINE  
 WATER MAIN  
 FIRE HYDRANT  
 DRIVE  
 WATER MAIN  
 SANITARY SEWER MANHOLE  
 CLEARCUT  
 SANITARY SEWER SERVICE  
 SANITARY SEWER ID  
 STORM DRAIN LINE  
 STORM DRAIN MANHOLE  
 CATCH BASIN, TYPE 2  
 CATCH BASIN, TYPE 1  
 POWER LINE (C)  
 POWER LINE (OH)  
 LUMINAIRE  
 JUNCTION BOX  
 POWER VAULT  
 TELEPHONE PEDESTAL  
 NATURAL GAS LINE  
 CURB & GUTTER  
 FENCE  
 GROUND CONTOUR  
 SIGN  
 CORNER  
 FIRE ALARMS  
 CORNER TREE  
 DECIDUOUS TREE  
 BUILDING  
 CONCRETE SURFACE  
 CONCRETE WALL

STAKE	DESCRIPTION	SIZE	ELEV
U000	D 8" S	12" DCP	48.26
U001	D 8" S	12" DCP	48.18
U002	D 8" S	12" DCP	48.10
U003	D 8" S	12" DCP	48.02
U004	D 8" S	12" DCP	47.94
U005	D 8" S	12" DCP	47.86
U006	D 8" S	12" DCP	47.78
U007	D 8" S	12" DCP	47.70
U008	D 8" S	12" DCP	47.62
U009	D 8" S	12" DCP	47.54
U010	D 8" S	12" DCP	47.46
U011	D 8" S	12" DCP	47.38
U012	D 8" S	12" DCP	47.30
U013	D 8" S	12" DCP	47.22
U014	D 8" S	12" DCP	47.14
U015	D 8" S	12" DCP	47.06
U016	D 8" S	12" DCP	46.98
U017	D 8" S	12" DCP	46.90
U018	D 8" S	12" DCP	46.82
U019	D 8" S	12" DCP	46.74
U020	D 8" S	12" DCP	46.66
U021	D 8" S	12" DCP	46.58
U022	D 8" S	12" DCP	46.50
U023	D 8" S	12" DCP	46.42
U024	D 8" S	12" DCP	46.34
U025	D 8" S	12" DCP	46.26
U026	D 8" S	12" DCP	46.18
U027	D 8" S	12" DCP	46.10
U028	D 8" S	12" DCP	46.02
U029	D 8" S	12" DCP	45.94
U030	D 8" S	12" DCP	45.86
U031	D 8" S	12" DCP	45.78
U032	D 8" S	12" DCP	45.70
U033	D 8" S	12" DCP	45.62
U034	D 8" S	12" DCP	45.54
U035	D 8" S	12" DCP	45.46
U036	D 8" S	12" DCP	45.38
U037	D 8" S	12" DCP	45.30
U038	D 8" S	12" DCP	45.22
U039	D 8" S	12" DCP	45.14
U040	D 8" S	12" DCP	45.06
U041	D 8" S	12" DCP	44.98
U042	D 8" S	12" DCP	44.90
U043	D 8" S	12" DCP	44.82
U044	D 8" S	12" DCP	44.74
U045	D 8" S	12" DCP	44.66
U046	D 8" S	12" DCP	44.58
U047	D 8" S	12" DCP	44.50
U048	D 8" S	12" DCP	44.42
U049	D 8" S	12" DCP	44.34
U050	D 8" S	12" DCP	44.26
U051	D 8" S	12" DCP	44.18
U052	D 8" S	12" DCP	44.10
U053	D 8" S	12" DCP	44.02
U054	D 8" S	12" DCP	43.94
U055	D 8" S	12" DCP	43.86
U056	D 8" S	12" DCP	43.78
U057	D 8" S	12" DCP	43.70
U058	D 8" S	12" DCP	43.62
U059	D 8" S	12" DCP	43.54
U060	D 8" S	12" DCP	43.46
U061	D 8" S	12" DCP	43.38
U062	D 8" S	12" DCP	43.30
U063	D 8" S	12" DCP	43.22
U064	D 8" S	12" DCP	43.14
U065	D 8" S	12" DCP	43.06
U066	D 8" S	12" DCP	42.98
U067	D 8" S	12" DCP	42.90
U068	D 8" S	12" DCP	42.82
U069	D 8" S	12" DCP	42.74
U070	D 8" S	12" DCP	42.66
U071	D 8" S	12" DCP	42.58
U072	D 8" S	12" DCP	42.50
U073	D 8" S	12" DCP	42.42
U074	D 8" S	12" DCP	42.34
U075	D 8" S	12" DCP	42.26
U076	D 8" S	12" DCP	42.18
U077	D 8" S	12" DCP	42.10
U078	D 8" S	12" DCP	42.02
U079	D 8" S	12" DCP	41.94
U080	D 8" S	12" DCP	41.86
U081	D 8" S	12" DCP	41.78
U082	D 8" S	12" DCP	41.70
U083	D 8" S	12" DCP	41.62
U084	D 8" S	12" DCP	41.54
U085	D 8" S	12" DCP	41.46
U086	D 8" S	12" DCP	41.38
U087	D 8" S	12" DCP	41.30
U088	D 8" S	12" DCP	41.22
U089	D 8" S	12" DCP	41.14
U090	D 8" S	12" DCP	41.06
U091	D 8" S	12" DCP	40.98
U092	D 8" S	12" DCP	40.90
U093	D 8" S	12" DCP	40.82
U094	D 8" S	12" DCP	40.74
U095	D 8" S	12" DCP	40.66
U096	D 8" S	12" DCP	40.58
U097	D 8" S	12" DCP	40.50
U098	D 8" S	12" DCP	40.42
U099	D 8" S	12" DCP	40.34
U100	D 8" S	12" DCP	40.26



**SURVEY NOTES**  
 ALL DATA SHOWN ON THIS DRAWING  
 REPRESENT A COMBINATION OF RECORD AND MEASURED  
 DATA. THE SURVEYOR HAS REVIEWED ALL RECORD DATA  
 AND HAS FOUND THEM TO BE REASONABLY ACCURATE.  
 THE SURVEYOR HAS CONDUCTED FIELD VERIFICATION OF  
 THE RECORD DATA AND HAS FOUND THEM TO BE  
 REASONABLY ACCURATE. THE SURVEYOR HAS  
 CONDUCTED FIELD VERIFICATION OF THE RECORD DATA  
 AND HAS FOUND THEM TO BE REASONABLY ACCURATE.  
 THE SURVEYOR HAS CONDUCTED FIELD VERIFICATION OF  
 THE RECORD DATA AND HAS FOUND THEM TO BE  
 REASONABLY ACCURATE. THE SURVEYOR HAS  
 CONDUCTED FIELD VERIFICATION OF THE RECORD DATA  
 AND HAS FOUND THEM TO BE REASONABLY ACCURATE.  
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 THE RECORD DATA AND HAS FOUND THEM TO BE  
 REASONABLY ACCURATE. THE SURVEYOR HAS  
 CONDUCTED FIELD VERIFICATION OF THE RECORD DATA  
 AND HAS FOUND THEM TO BE REASONABLY ACCURATE.  
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 THE RECORD DATA AND HAS FOUND THEM TO BE  
 REASONABLY ACCURATE. THE SURVEYOR HAS  
 CONDUCTED FIELD VERIFICATION OF THE RECORD DATA  
 AND HAS FOUND THEM TO BE REASONABLY ACCURATE.









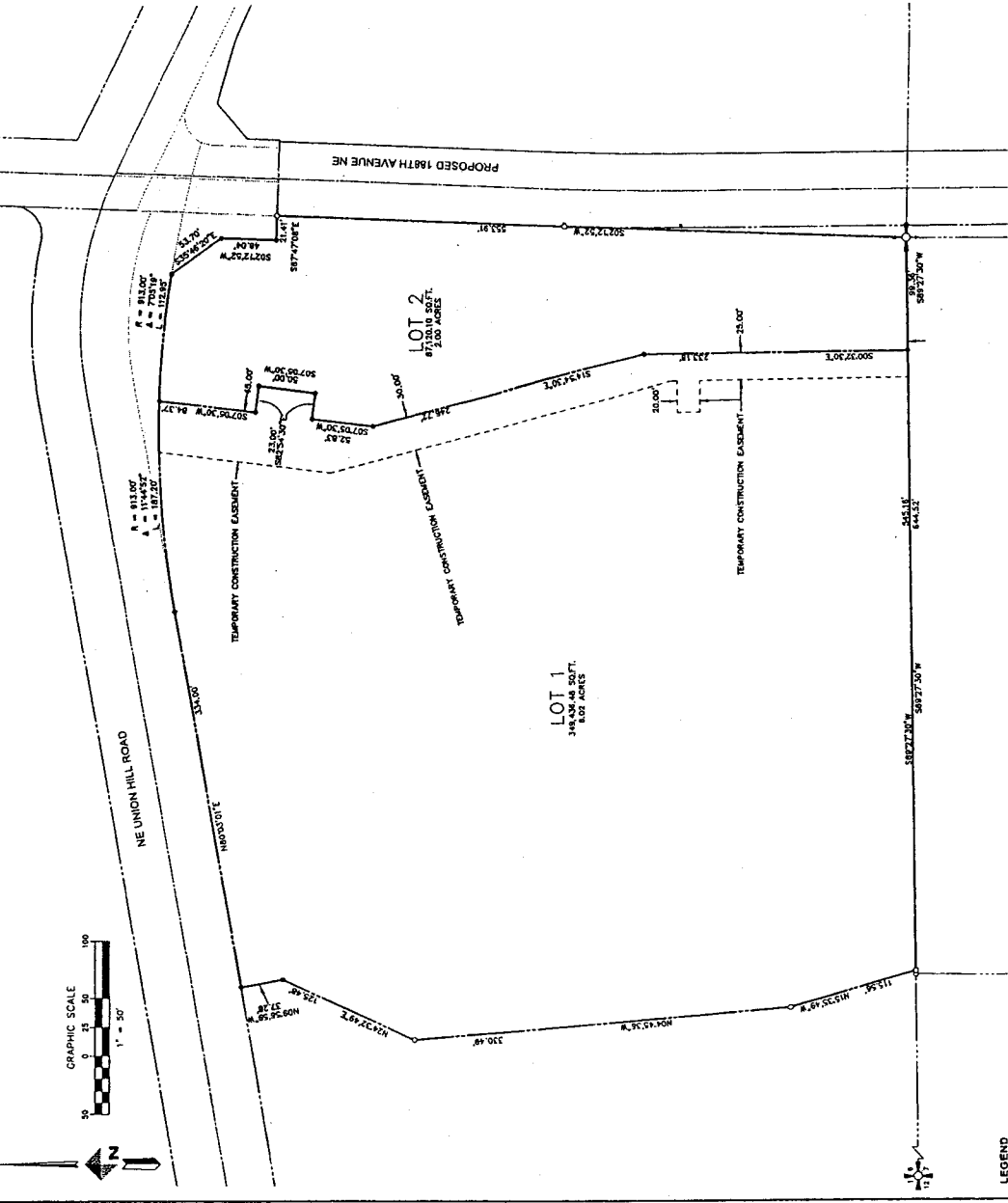
NO.	DATE	BY	REVISION
1	07/27/20	JK	INITIAL DESIGN
2	08/11/20	JK	REVISED PER COMMENTS
3	08/11/20	JK	REVISED PER COMMENTS
4	08/11/20	JK	REVISED PER COMMENTS
5	08/11/20	JK	REVISED PER COMMENTS
6	08/11/20	JK	REVISED PER COMMENTS
7	08/11/20	JK	REVISED PER COMMENTS
8	08/11/20	JK	REVISED PER COMMENTS
9	08/11/20	JK	REVISED PER COMMENTS
10	08/11/20	JK	REVISED PER COMMENTS
11	08/11/20	JK	REVISED PER COMMENTS
12	08/11/20	JK	REVISED PER COMMENTS
13	08/11/20	JK	REVISED PER COMMENTS
14	08/11/20	JK	REVISED PER COMMENTS
15	08/11/20	JK	REVISED PER COMMENTS
16	08/11/20	JK	REVISED PER COMMENTS
17	08/11/20	JK	REVISED PER COMMENTS
18	08/11/20	JK	REVISED PER COMMENTS
19	08/11/20	JK	REVISED PER COMMENTS
20	08/11/20	JK	REVISED PER COMMENTS

**DOWL H K M**  
 1610 NE 85TH STREET  
 REDMOND, WA 98073  
 P.O. BOX 9210  
 TEL: (206) 885-8979 FAX: (206) 885-8978  
 COMMERCIAL & RESIDENTIAL ENGINEERING & ARCHITECTURE

CITY OF REDMOND  
 15670 NE 85TH STREET  
 P.O. BOX 9210  
 REDMOND, WA 98073  
 TEL: (206) 885-8979 FAX: (206) 885-8978

PROPOSED BOUNDARY AND EASEMENTS  
 REGIONAL DETENTION POND  
 UNION HILL METRO SITE  
 REDMOND, WA  
 SCALE: AS SHOWN  
 SHEET: 222-100  
 FILE NO.: 222-100  
 C2.3

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




**LEGEND**

EXISTING	DESCRIPTION	EXISTING	DESCRIPTION
(Symbol: Circle with dot)	PROJECT BOUNDARY	(Symbol: Circle with dot)	MEASURED DIMENSION
(Symbol: Dashed line)	PROPERTY LINE	(Symbol: Circle with dot)	COMPUTED DIMENSION
(Symbol: Dashed line)	CENTERLINE	(Symbol: Circle with dot)	DIMENSION FROM REF DOC.
(Symbol: Dashed line)	EASEMENT LINE	(Symbol: Circle with dot)	DEEDED DIMENSION
(Symbol: Dashed line)	SECTION LINE	(Symbol: Circle with dot)	
(Symbol: Dashed line)	BOUNDARY SETBACK LINE	(Symbol: Circle with dot)	
(Symbol: Circle with dot)	SECTION CORNER	(Symbol: Circle with dot)	

(Symbol: Circle with dot) E/W QUARTER CORNER  
 (Symbol: Circle with dot) N/5 QUARTER CORNER  
 (Symbol: Circle with dot) MONUMENT SET FOR BOUNDARY SITE PLAN  
 (Symbol: Circle with dot) MONUMENT FOUND (SEE SHEET C2.0)



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



**APPROVED**

**DOWL H.K.M.**

REGISTERED PROFESSIONAL ENGINEER  
 15620 NE 95th Street  
 Redmond, WA 97013  
 TEL: (509) 554-2844

**CITY OF REDMOND**

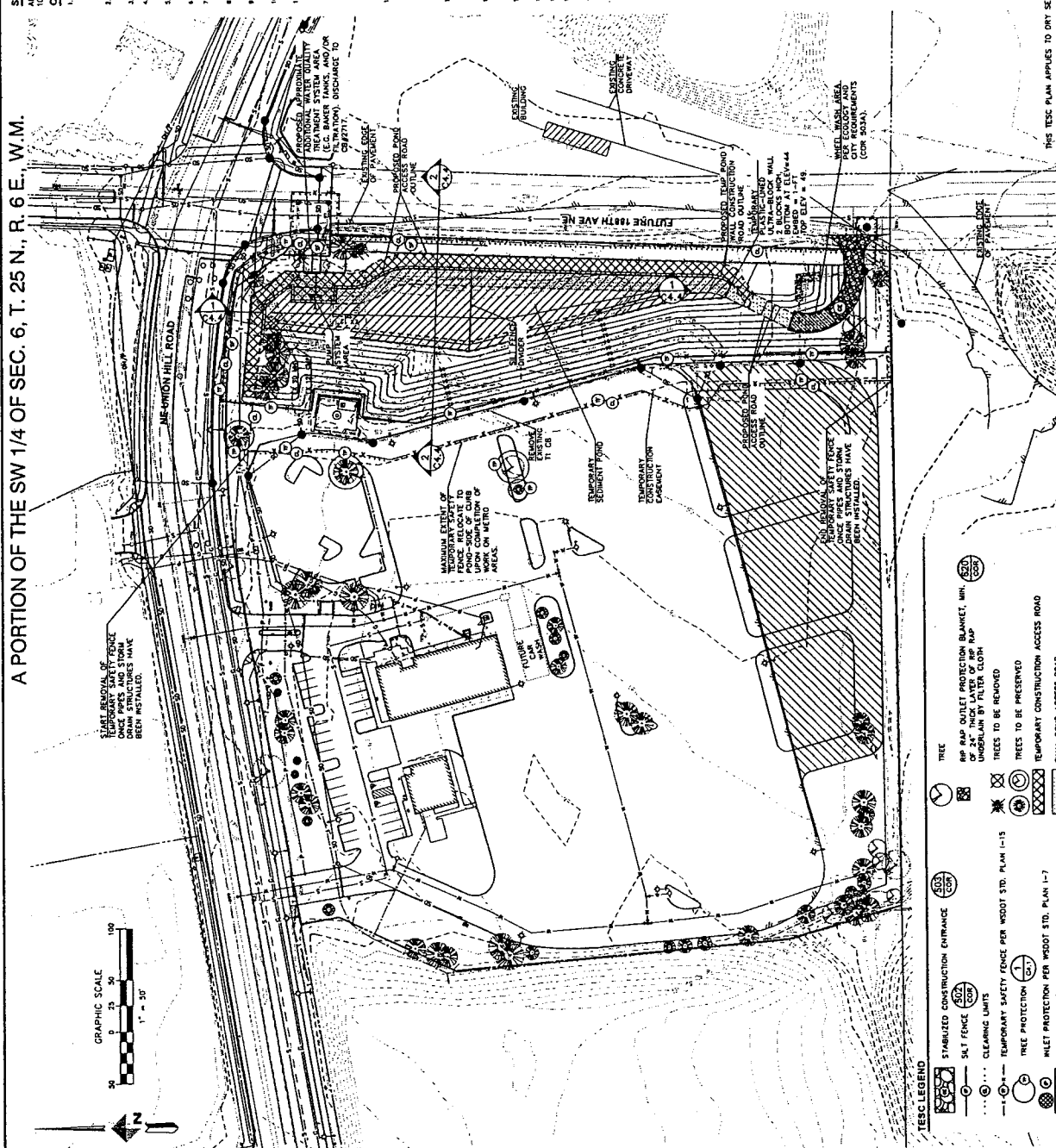
15620 NE 95th Street  
 Redmond, WA 97013  
 TEL: (509) 554-2844

**TESC PLAN OVERALL**

**REGIONAL HILL METRO SITE**

18555 NE UNION HILL ROAD  
 REDMOND, WA

- SITE CHARACTERISTICS**
- APPROXIMATELY 1.6 ACRES WILL BE DISTURBED BY CONSTRUCTION. DRAINAGE AREA = 1.6 ACRES.
- CONSTRUCTION SEQUENCE**
1. REMOVE EXISTING CONSTRUCTION MATERIALS, INCLUDING ALL EXISTING CONCRETE, BRICK, AND METAL. ALL MATERIALS SHALL BE REMOVED TO THE CITY OF REDMOND'S LANDFILL OR TO ANOTHER APPROVED LANDFILL. ALL EXISTING CONCRETE SHALL BE CRUSHED AND RECYCLED.
  2. EXCAVATE THE EXISTING CONCRETE AND BRICK TO THE SUBGRADE. ALL EXISTING CONCRETE SHALL BE CRUSHED AND RECYCLED.
  3. FOLLOW ALL CITY OF REDMOND REGULATIONS PRIOR TO CLEANING ACTIVITIES.
  4. INSTALL ALL SITE TEMPORARY SAFETY FENCE, BUT FENCE AND TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
  5. TEMPORARY FENCE ALONG METRO SEPARATION SHALL BE 1/2" TYPICAL CHAINLINK FENCE. TEMPORARY FENCE SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
  6. INSTALL METRO SEPARATION FENCE ALONG METRO SEPARATION. METRO SEPARATION SHALL BE 1/2" TYPICAL CHAINLINK FENCE. METRO SEPARATION SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION.
  7. CONSTRUCT THE STABILIZED CONSTRUCTION ENTRANCE.
  8. CONSTRUCT THE STABILIZED CONSTRUCTION ENTRANCE.
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  25. CONSTRUCT THE STABILIZED CONSTRUCTION ENTRANCE.
  26. CONSTRUCT THE STABILIZED CONSTRUCTION ENTRANCE.



**TESC LEGEND**

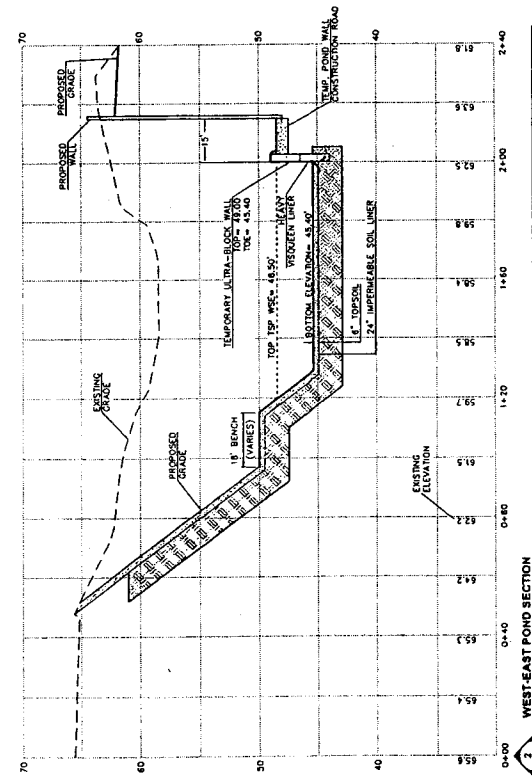
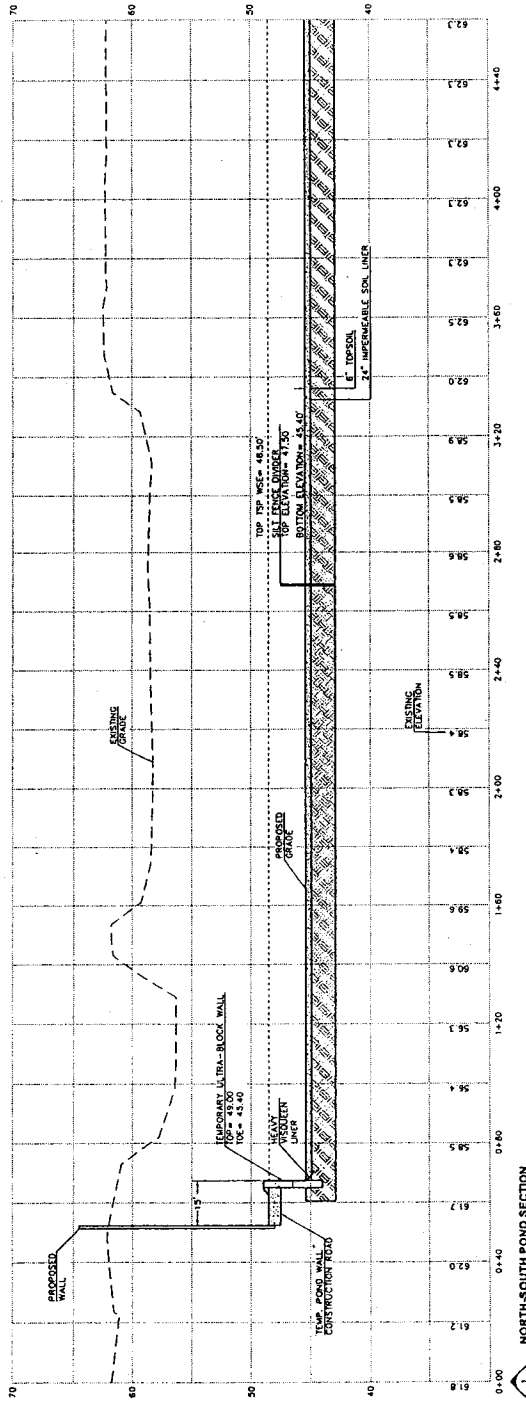
- STABILIZED CONSTRUCTION ENTRANCE
- 3/4" RAP OUTLET PROTECTION BLANKET, MIN. 24" THICK LAYER OF R.P. RAP UNDERLAY BY FILTER CLOTH
- TREE PROTECTION
- TEMPORARY SAFETY FENCE PER WOODY STD. PLAN 1-15
- TEMPORARY SAFETY FENCE PER WOODY STD. PLAN 1-7
- TEMPORARY CONSTRUCTION ACCESS ROAD
- FINAL POUD ACCESS ROAD
- TREE
- 3/4" RAP OUTLET PROTECTION BLANKET, MIN. 24" THICK LAYER OF R.P. RAP UNDERLAY BY FILTER CLOTH
- TREES TO BE REMOVED
- TREES TO BE PRESERVED
- TEMPORARY CONSTRUCTION ACCESS ROAD
- FINAL POUD ACCESS ROAD

THIS TESC PLAN APPLIES TO DRY SEASON ONLY.





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.

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

THIS DEVELOPMENT SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

City of Redmond  
 Planning  
 Engineering  
 Utility  
 Storm  
 Drain  
 Water  
 Sewer

	APPROVED: _____ DATE: _____	PREPARED FOR: CITY OF REDMOND 15620 NE 83TH STREET P.O. BOX 97010 REDMOND, WA 98073 TEL: (425) 558-2811 FAX: (425) 558-2811	REGIONAL DETENTION POND UNION HILL METRO SITE 16555 NE UNION HILL ROAD REDMOND, WA	SHEET: _____ TOTAL SHEETS: _____ SCALE: AS SHOWN DATE: 11/27/08	C-4.4
	CHECKED: _____ DATE: _____				

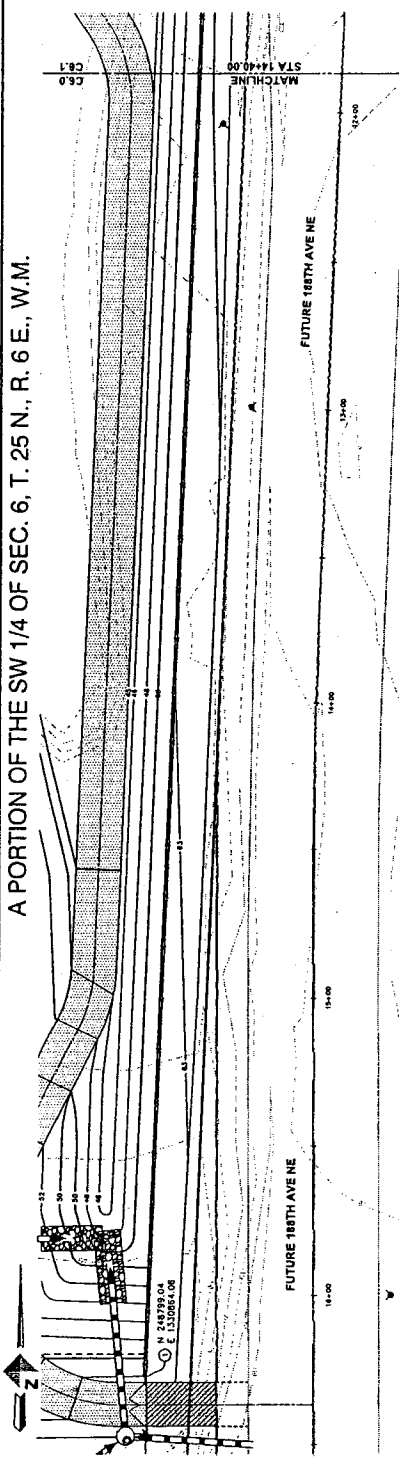






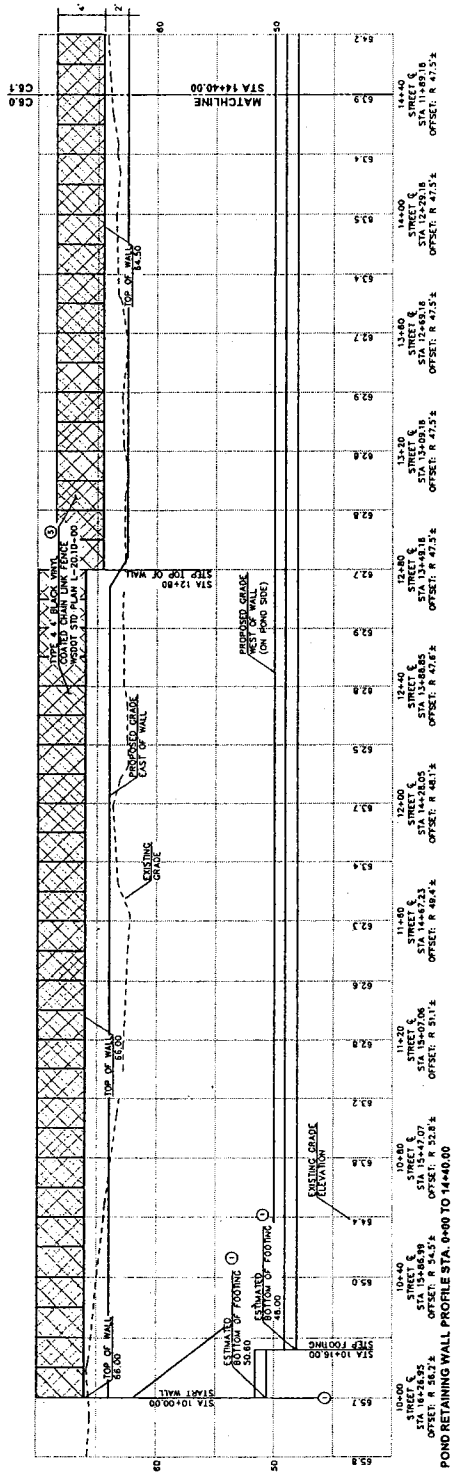


A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.



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

- RETAINING WALL NOTES**
1. REFER TO STRUCTURAL PLANS FOR ALL DETAILS RELATING TO RETAINING WALL CONSTRUCTION.
  2. WALL PROFILE REFLECTS THE ALIGNMENT OF THE EASTERLY (CLOSEST TO ROAD) FACE OF THE RETAINING WALL.
  3. FOOTINGS DEPICTED IN PROFILE ARE SCHEMATIC. FOUNDATION PLANS FOR FOOTING THICKNESS.
  4. PIPE PENETRATIONS THROUGH RETAINING WALL SHALL BE WATER TIGHT. PIPE SHALL BE SECTED THROUGH WALL.
  5. WALL SHALL HAVE CONTINUOUS TOP AND BOTTOM FINISH.



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

**DOWN HKM**  
REGISTERED PROFESSIONAL ENGINEER  
15620 NE 83TH STREET  
REDMOND, WA 98073  
TEL: (425) 558-2844

**CITY OF REDMOND**  
15620 NE 83TH STREET  
REDMOND, WA 98073  
TEL: (425) 558-2844

**WALL PROFILES & DETAILS**  
REGIONAL DETENTION POND  
UNION HILL METRO SITE  
19555 NE UNION HILL ROAD  
REDMOND, WA

DATE: 05/08/20  
DRAWN: JMF  
CHECKED: JMF  
APPROVED: JMF

SCALE: AS SHOWN  
DATE: 05/08/20  
FILE NO: 512823

**C6.0**

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

THIS DEVELOPMENT SHALL BE CONSTRUCTED TO MEET THE SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

For:  Public Works  
 Public Safety  
 Public Utilities  
 Parks & Recreation  
 Other: \_\_\_\_\_

Plan Check Exp: \_\_\_\_\_  
 Utility: \_\_\_\_\_  
 Other: \_\_\_\_\_














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

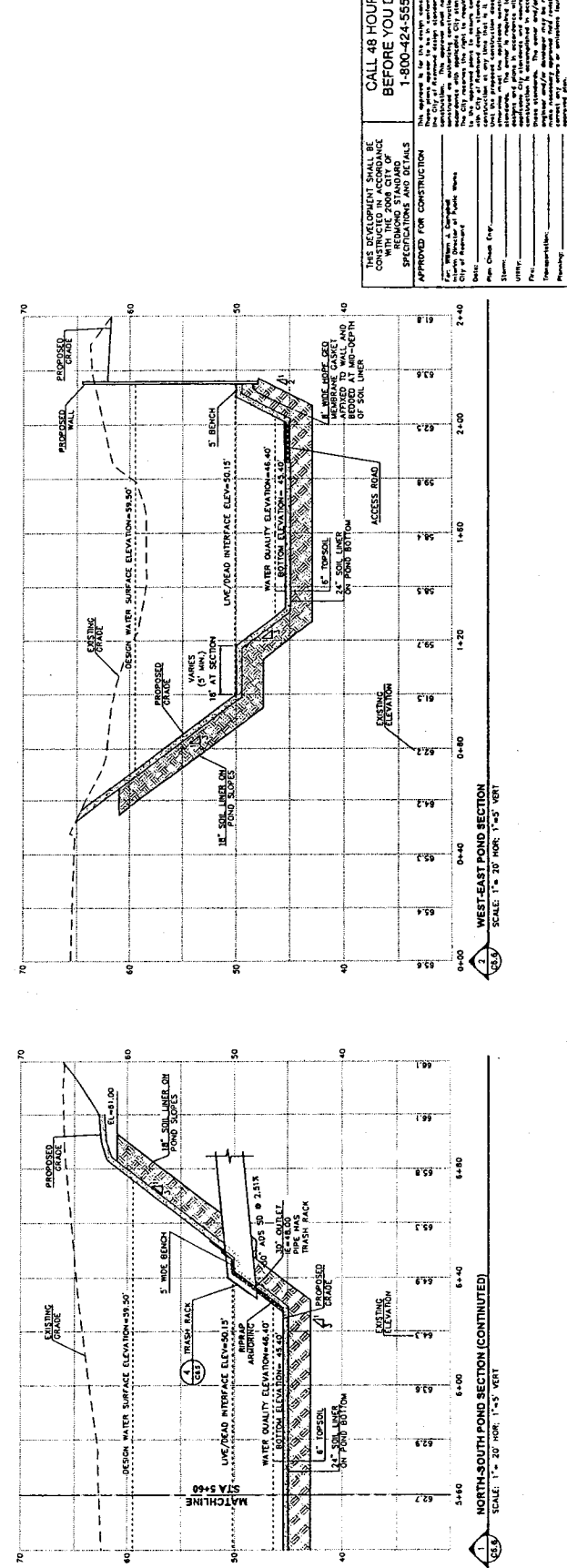
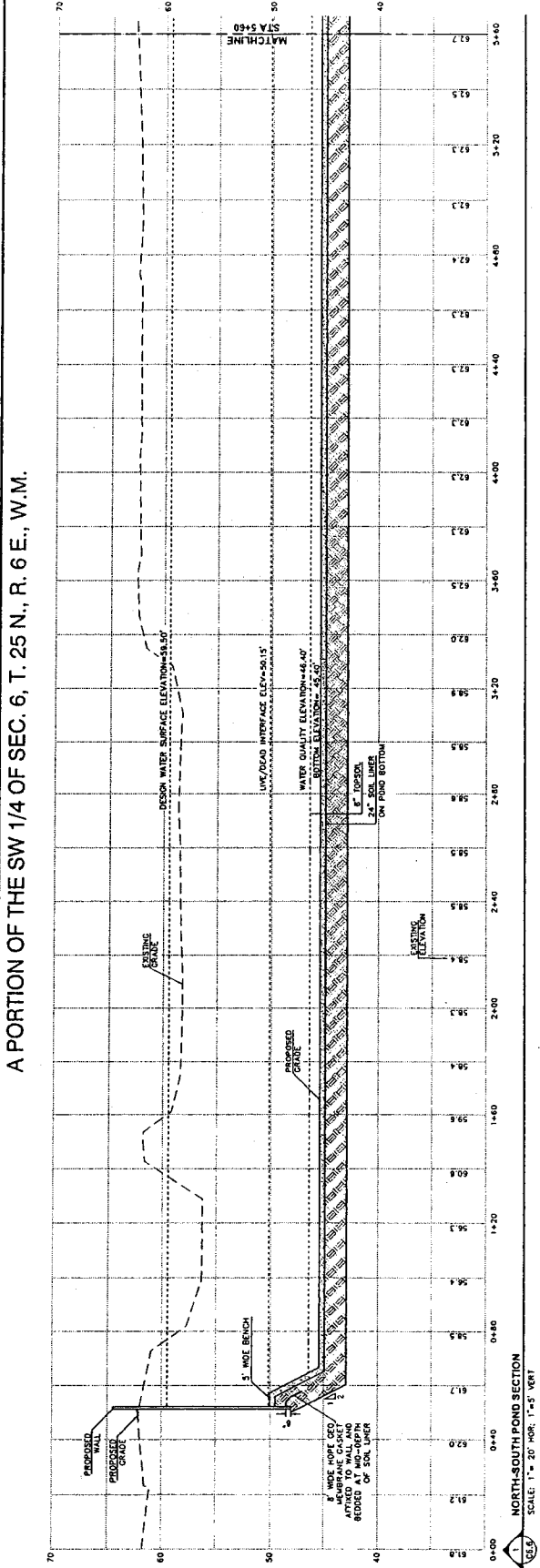


**DOWL H&M**  
 DESIGN & CONSTRUCTION  
 15420 NE 65TH STREET  
 REDMOND, WA 98073  
 TEL: (206) 885-2000  
 FAX: (206) 885-2001  
 WWW.DOWLH&M.COM

**CITY OF REDMOND**  
 PREPARED FOR  
 THE COX TEL: (425) 556-2044

19655 NE UNION HILL ROAD  
 REGIONAL DETENTION POND  
 SECTIONS AND DETAILS  
 UNION HILL METRO SITE

DATE	BY	DESCRIPTION
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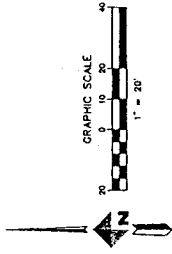
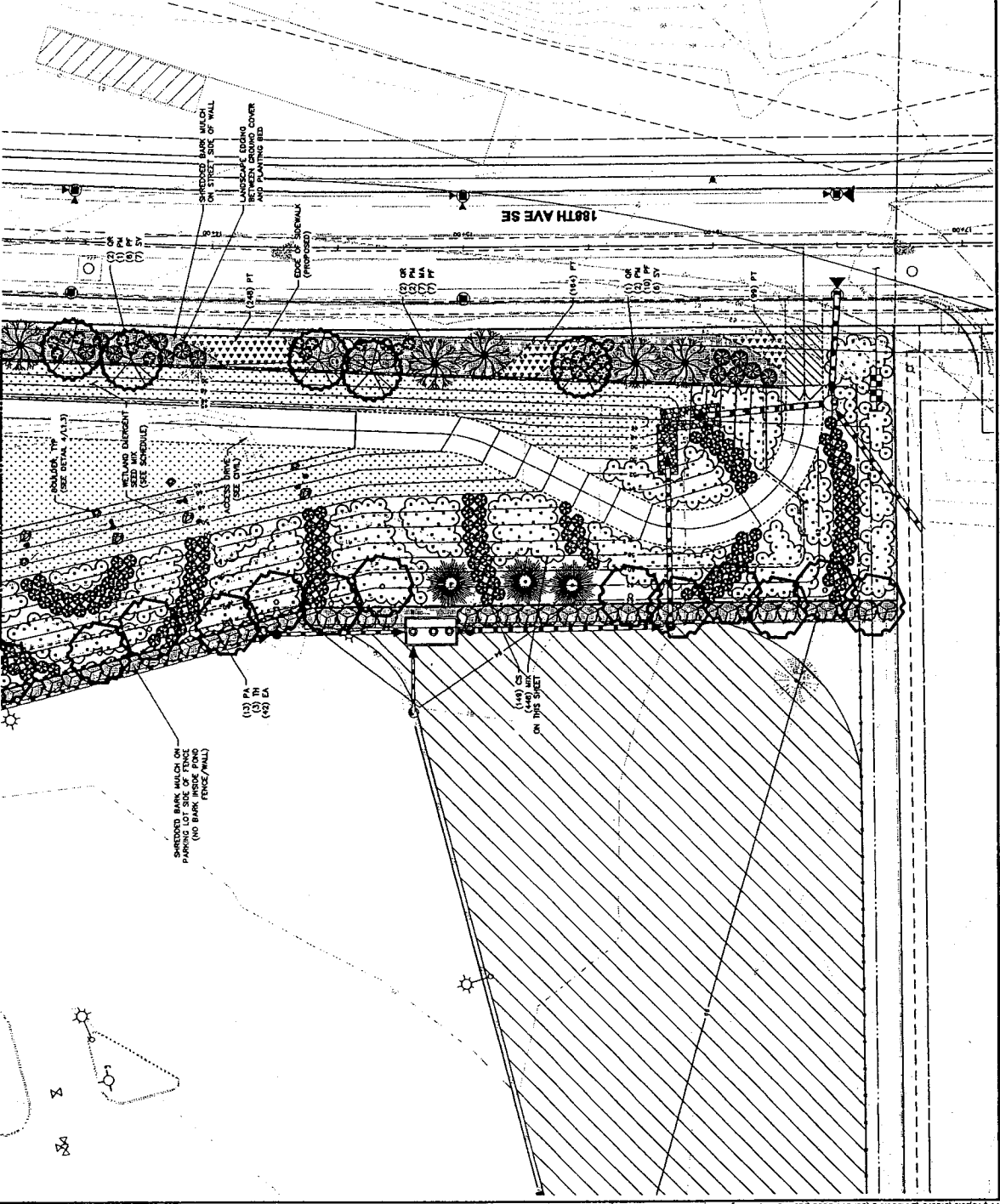






A PORTION OF THE SW 1/4 OF SEC. 6, T. 25 N., R. 6 E., W.M.

MATCH LINE SEE SHEET L1.1



<p>APPROVED FOR: <b>DOWL HKM</b></p> <p>DATE: _____</p>		<p>15470 NE 83TH STREET REDMOND, WA 98073</p> <p>CITY OF REDMOND</p>	<p>18655 NE UNION HILL ROAD REDMOND, WA</p> <p>REGIONAL HILL METRO SITE PLANTING PLAN SE</p>	<p>SCALE: AS SHOWN DATE: 11/17/09 SHEET: L1.1</p>
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**CALL 48 HOURS BEFORE YOU DIG 1-800-42-5555**

THIS DEVELOPMENT SHALL BE CONSIDERED AS A PUBLIC WORKS PROJECT WITH THE 2007 CITY OF REDMOND SPECIFICATIONS AND DETAILS APPROVED FOR CONSTRUCTION.

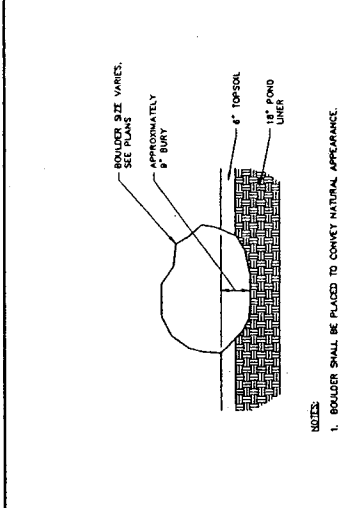
Approved by: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 City of Redmond



NO.	DATE	BY	REVISION
1	11/17/08	HT	ISSUE FOR PERMITS
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PREPARED FOR  
 CITY OF REDMOND  
 15670 NE 85TH STREET  
 P.O. BOX 92010  
 REDMOND, WA 98073  
 TEL: (206) 881-5000  
 FAX: (206) 881-5000  
**DOWL HKM**  
 10000 15TH AVENUE NE  
 REDMOND, WA 98073

PLANTING SCHEDULE, NOTES, AND DETAILS  
**UNION HILL METRO SITE**  
**REGIONAL DETENTION POND**  
 16655 NE UNION HILL ROAD  
 REDMOND, WA  
 SCALE: AS SHOWN  
 DATE: 11/17/08  
 SHEET: 4/1.3  
**L1.3**



**NOTES:**  
 1. BOULDER SHALL BE PLACED TO CONVEY NATURAL APPEARANCE.  
 2. DEPTH OF EXCAVATION SHALL NOT EXCEED 3" INTO POND LINER MATERIAL.

**4 BOULDER INSTALLATION**  
 NTS

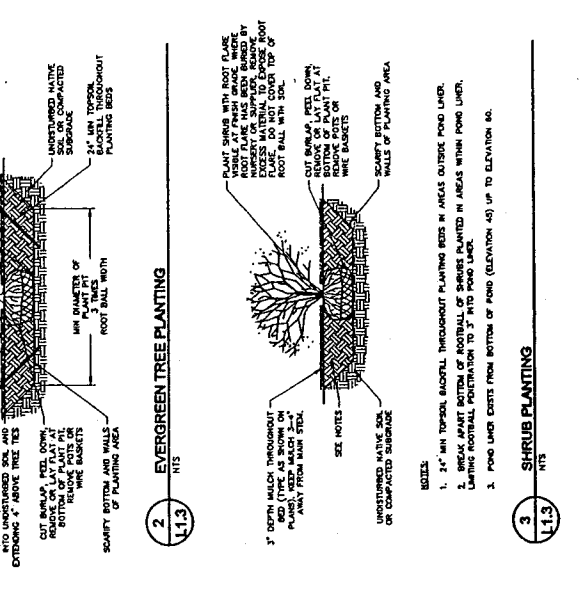
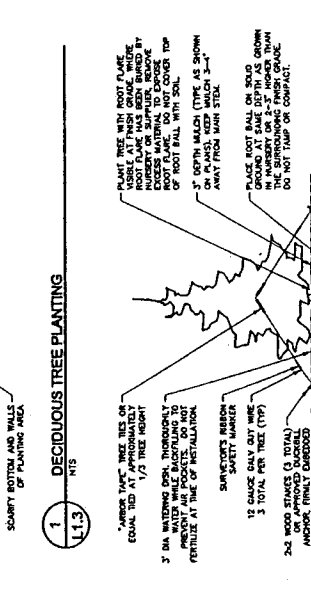
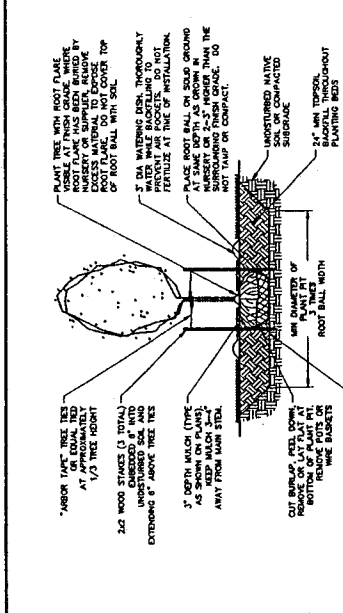
**LANDSCAPE NOTES**  
 1. ALL PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1-2004.  
 2. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT ABOUT SITE CONDITIONS THAT REQUIRE MODIFICATION OF PLANT LAYOUT PRIOR TO INSTALLATION OF AFFECTED LANDSCAPE MATERIAL.  
 3. ALL PLANTING BEDS ADJACENT TO GROUND COVERS SHALL BE SEPARATED BY LANDSCAPE EDGING AS SHOWN ON PLANS.  
 4. LANDSCAPE EDGING SHALL BE ALUMINUM EDGING BY PERMALOC CORPORATION.  
 5. LANDSCAPE BARK SHALL BE SHREDED BEAUTY BARK.

THIS DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF REDMOND SPECIFICATIONS AND DETAILS.

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

APPROVED FOR CONSTRUCTION: \_\_\_\_\_  
 DATE: \_\_\_\_\_

THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REDMOND AND THE WASHINGTON STATE DEPARTMENT OF ECOSYSTEM SERVICES (DSES) PRIOR TO CONSTRUCTION. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF REDMOND AND THE WASHINGTON STATE DEPARTMENT OF ECOSYSTEM SERVICES (DSES) PRIOR TO CONSTRUCTION. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.



**PLANT SCHEDULE**

SYMBOL	TREE	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE	SPACING	NOTES
EM	EVERGREEN TREES	9	DOUGLAS FIR	<i>Pseudotsuga_macrotis</i>	7'	As Shown	B&B
TM	EVERGREEN TREES	7	WESTERN HEMLOCK	<i>Tsuga_heterophylla</i>	7'	As Shown	B&B
DM	DECIDUOUS TREES	6	RIVER BIRCH	<i>Betula_picea</i>	2" cal	As Shown	B&B
PA	DECIDUOUS TREES	10	LONDON PLANE TREE	<i>Platanus_occidentalis</i>	2.5" cal	As Shown	B&B
OR	DECIDUOUS TREES	11	RED OAK	<i>Quercus_falcata</i>	2.5" cal	As Shown	B&B
EA	SHRUBS	64	WHICH DOGWOOD	<i>Euonymus_alatus</i>	36"	As Shown	#2 Center
CS	SHRUBS	283	RED TWIG DOGWOOD	<i>Cornus_rubra</i>	30"	As Shown	#2 Center
MA	SHRUBS	29	TALL OREGON GRAPE	<i>Mahonia_aquinifolia</i>	30"	As Shown	#2 Center
PF	SHRUBS	83	MOUNTAIN PIERIS	<i>Erica_montana</i>	24"	As Shown	#2 Center
SV	SHRUBS	37	COMMON LILAC	<i>Syringa_jacquinii</i>	36"	As Shown	#2 Center
MR	SHRUBS	815	SHRUB MIX (20% 3'-4' DOGWOOD, 20% 3'-4' RED TWIG DOGWOOD, 20% 3'-4' TALL OREGON GRAPE, 20% 3'-4' MOUNTAIN PIERIS, 20% 3'-4' COMMON LILAC)		24"	As Shown	#2 Center
PT	GROUND COVERS	2083	BOSTON IVY	<i>Excoecaria_lemmoniana</i>	16" sq	4' Pate	

**LANDSCAPE SCHEDULE**

SYMBOL	DESCRIPTION	QUANTITY	NOTES
ED	SED/MULCH/EDGING/SITE AMENITIES		
EM	TORNSON AND SCHEDULE A METLAND EMERGENT SEED MIX 20% Northwestern Hemlock 20% Dogwood 20% Sweetgum 20% Sweetgum 20% Sweetgum 20% Sweetgum Application Rate: 1/2 lb per 1000 sq ft	33,867 sf	
ED	SHREDDED BARK MULCH	14,500 sf	SEE NOTES
ED	LANDSCAPE EDGING	408 lf	SEE NOTES
ED	LANDSCAPE BOULDER MEDIUM (2'-4' SHORTEST DIAGONAL) LARGE (4'-6' SHORTEST DIAGONAL)	11 11 8	SEE DETAIL 4/1.3

**NOTES:**  
 1. 24" MIN TOPSOIL THROUGHOUT PLANTING BEDS IN AREAS OUTSIDE POND LINER.  
 2. BREAK PAINT BOTTOM OF FOOTBALL OF SHRUBS PLANTED IN AREAS WITHIN POND LINER.  
 3. POND LINER EXISTS FROM BOTTOM OF POND (ELEVATION 45) UP TO ELEVATION 60.

**3 SHRUB PLANTING**  
 NTS







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

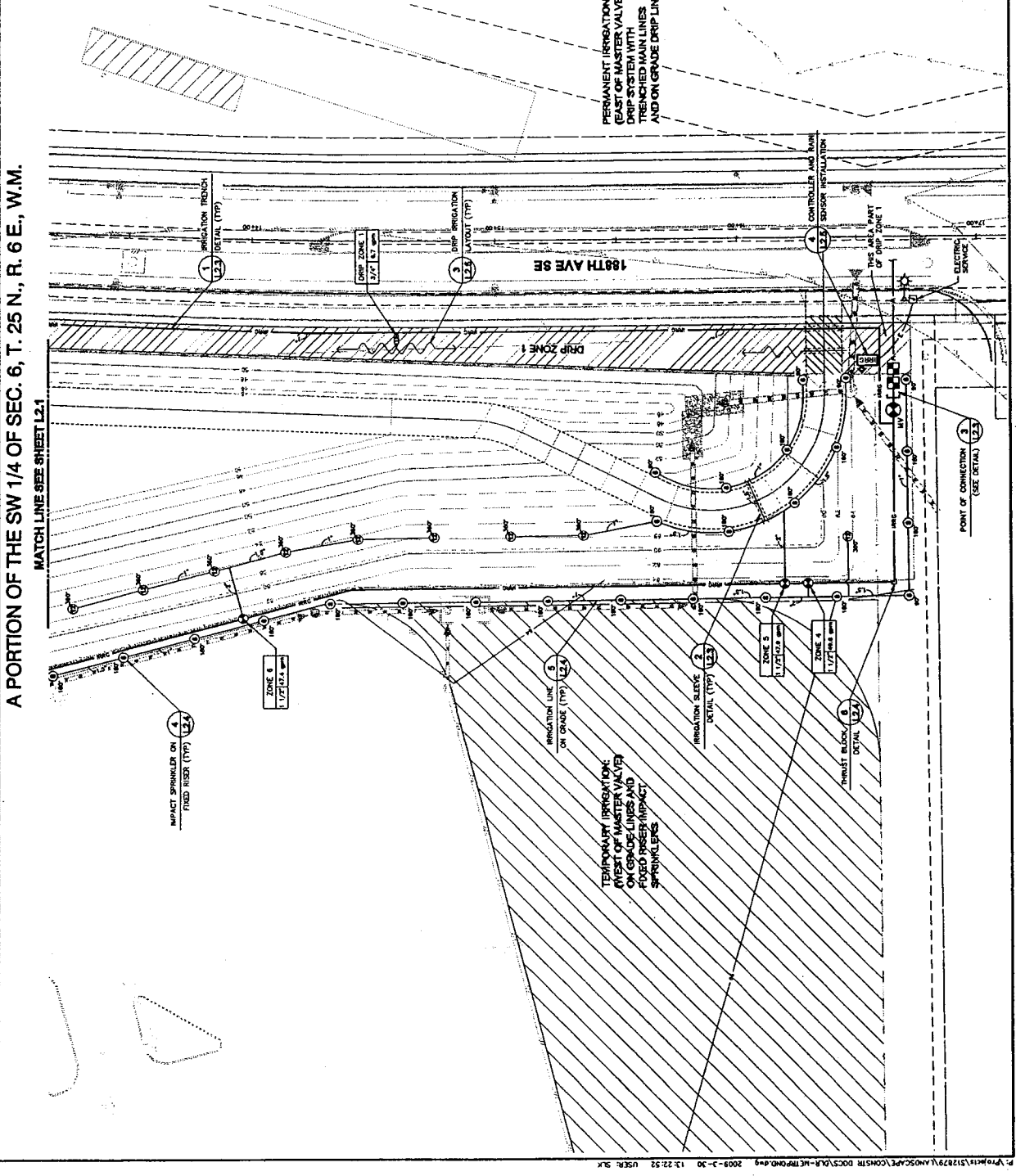
MATCH LINE SEE SHEET L2-1

<p>19655 NE UNION HILL ROAD                  REGIONAL DETENTION POND                  UNION HILL METRO SITE                  IRRIGATION PLAN SE</p>		<p>CITY OF REDMOND                  15670 NE 55TH STREET                  REDMOND, WA 98073</p>	<p>PREPARED FOR                  DOWL HKM                  1400 NORTH AVENUE, NE                  REDMOND, WA 98073                  TEL: (206) 885-8700                  FAX: (206) 885-8770</p>	<p>DATE: 05/12/09                  DESIGN: [ ]                  CHECKED: [ ]                  APPROVED: [ ]</p>
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**PERMANENT IRRIGATION:**  
 EAST OF MASTER VALVE  
 DRIP SYSTEM WITH  
 TRENCHED MAIN LINES  
 AND ON GRADE DRIP LINES

**TEMPORARY IRRIGATION:**  
 WEST OF MASTER VALVE  
 ON GRADE LINES AND  
 FIXED PRESSURE  
 SPRINKLERS

GRAPHIC SCALE  
 1" = 20'



**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 BY THE CITY OF REDMOND.

APPROVED FOR CONSTRUCTION:

City Engineer: [Signature]  
 Date: [ ]/ [ ]/ [ ]

City Clerk: [Signature]  
 Date: [ ]/ [ ]/ [ ]

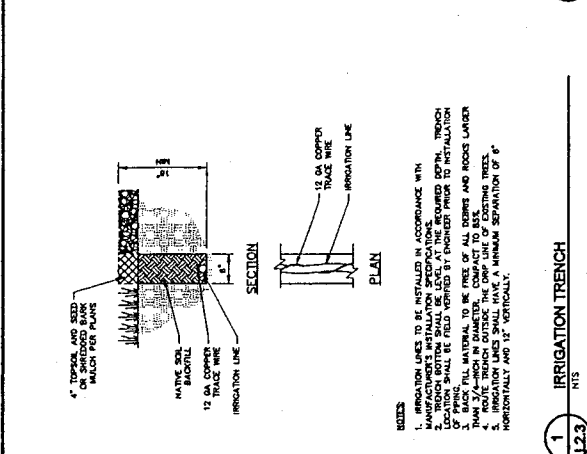
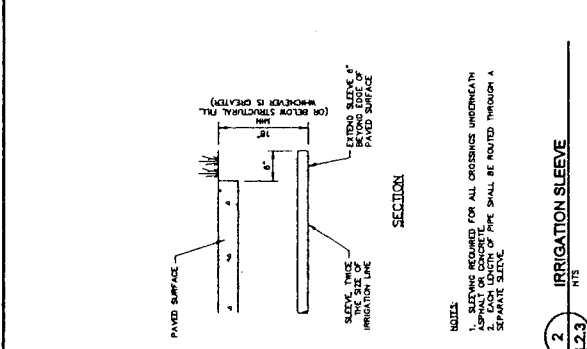
City Manager: [Signature]  
 Date: [ ]/ [ ]/ [ ]

City Council: [Signature]  
 Date: [ ]/ [ ]/ [ ]



L2-2

19655 NE UNION HILL ROAD  
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 UNION HILL METRO SITE  
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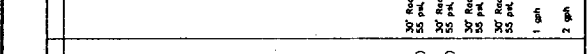
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- ALL IRRIGATION LINES SHALL BE INSTALLED WITH A MINIMUM SEPARATION OF 6\"/>



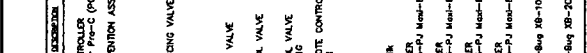
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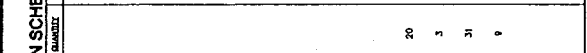
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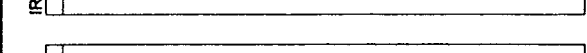
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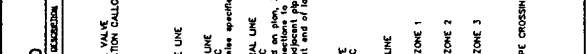
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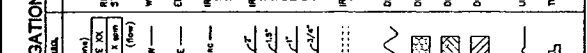
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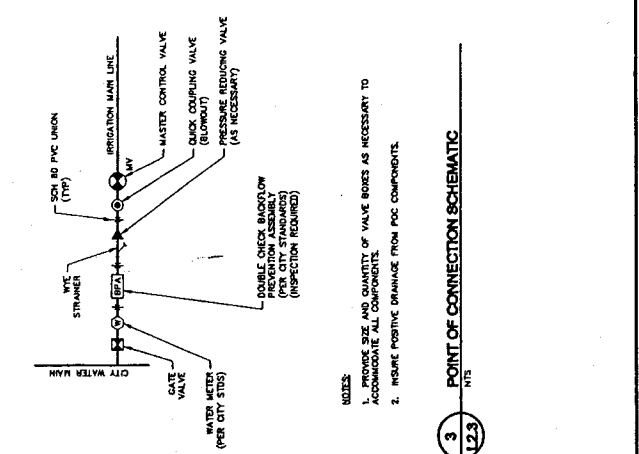
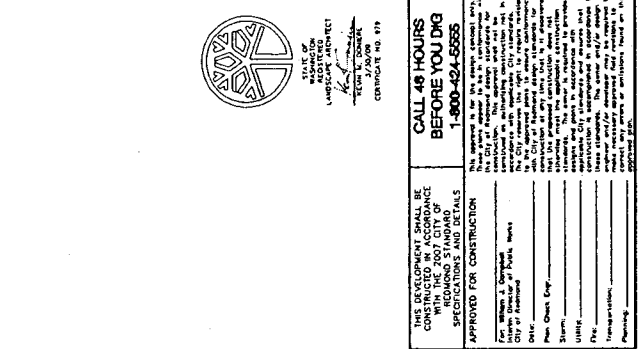
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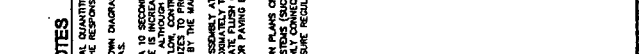
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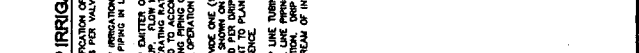
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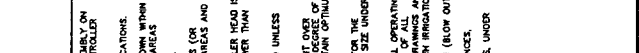
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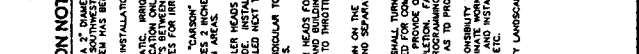
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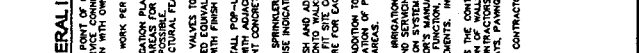
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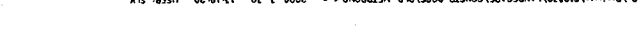
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**DRIP IRRIGATION NOTES**

- VERIFICATION OF PLANT MATERIAL QUANTITIES AND NUMBER OF DIFFERS FOR VALVE STATION IS THE RESPONSIBILITY OF THE CONTRACTOR. INSTALL PLANTS IN LANDSCAPE ORDER.
- DRIP IRRIGATION LINES ARE SHOWN DIAGRAMMATICALLY FOR CLARITY. DRIP IRRIGATION LINES SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTALLATION SPECIFICATIONS. THE LOCATION SHALL BE FIELD VERIFIED BY OWNER PRIOR TO INSTALLATION OF BACKFILL MATERIAL TO BE FREE OF ALL DEBRIS AND ROCKS LARGER THAN 3/4-INCH IN DIAMETER. COMPACT TO BASE.
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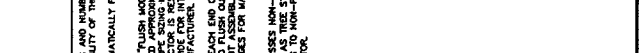
**GENERAL IRRIGATION NOTES**

- THE POINT OF CONNECTION IS A 2" DIAMETER LINE STUBBED OUT FROM METER ASSEMBLY ON THE SIDE OF THE TRENCH. THE SYSTEM HAS BEEN DESIGNED FOR 30 GPM AT 120 PSI.
- ALL WORK PER LOCAL CODE. INSTALLATION PER MANUFACTURER'S WRITTEN SPECIFICATIONS.
- IRRIGATION PLAN IS DIAGRAMMATIC. IRRIGATION SCHEDULE, NOTES, AND DETAILS SHALL BE SHOWN WITHIN THE PLAN WHERE POSSIBLE. ALSO CONSULT BETWEEN SPRINKLER SYSTEM AND PLANTING AND ARCHITECTURAL FEATURES. SLEEVES FOR IRRIGATION CROSSING MAY BE FIELD LOCATED.
- ALL VALVES TO BE PLACED IN "DWARF" GRADE LEVEL BONES WITH BOX-TYPE LOCK LIDS (OR FLUSH WITH FINISH GRADE IN LAWN AREAS). INSTALL POP-UP TYPE SPRINKLER HEADS 1" LOWER THAN ADJACENT CONCRETE WHEN INSTALLED NEXT TO CONCRETE FLOWBANK.
- SET SPRINKLER HEADS PERPENDICULAR TO FINISH GRADE OF AREA TO BE IRRIGATED UNLESS OTHERWISE INDICATED ON DRAWINGS.
- FLUSH AND ADJUST SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVER WATERING. SPRINKLER HEADS SHALL BE FLUSH WITH FINISH GRADE AND TO FIT SITE CONDITIONS AND TO MAINTAIN FLOW CONTROL AT EACH VALVE TO OBTAIN OPTIMUM PRESSURE FOR EACH ZONE.
- IN ADDITION TO SLEEVES SHOWN ON THE DRAWINGS, CONTRACTOR IS RESPONSIBLE FOR THE PROVISION OF PIPE SLEEVING AND SEPARATE CONTROL LINE SLEEVES OF SUFFICIENT SIZE UNDER PAVED AREAS.
- THE IRRIGATION CONTRACTOR SHALL TURN OVER TO THE OWNER TWO EACH OF ALL OPERATING KEYS AND SERVING TOOLS NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL IRRIGATION SYSTEM COMPONENTS. PROVIDE OWNER WITH THREE (3) SETS "AS-BUILT" DRAWINGS AND IRRIGATION SYSTEM FUNCTION, CONTROLLER, PROGRAMMING SYSTEM OPERATION AND MAINTENANCE REQUIREMENTS. INSTRUCT OWNER AS TO PROPER MAINTENANCE OF IRRIGATION SYSTEM (BLOW OUT).
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH GRADE DIFFERENCES, ELEVATIONS, AND TO MAINTAIN RECORDS OF ALL IRRIGATION SYSTEM COMPONENTS AND TO MAINTAIN RECORDS OF ALL IRRIGATION SYSTEM COMPONENTS. SUB-CORRECTORS FOOT LOCATION AND INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC.
- THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT WITH ANY DISCREPANCIES.



**NOTES**

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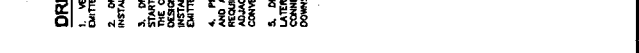
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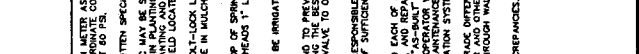
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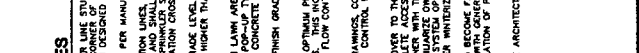
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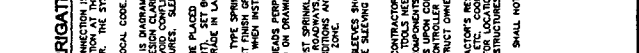
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**IRRIGATION SCHEDULE**

SYMBOL	DESCRIPTION	NOTES
[Symbol]	IRRIGATION CONTROLLER Hunter Outdoor Pro-C (PC-1200)	
[Symbol]	BACKFLOW PREVENTION ASSEMBLY	
[Symbol]	WYE STRAINER	
[Symbol]	PRESSURE REDUCING VALVE	
[Symbol]	QUICK COUPLER	
[Symbol]	ISOLATION GATE VALVE	
[Symbol]	MASTER CONTROL VALVE	
[Symbol]	REMOTE CONTROL VALVE Hunter ICV-1510	
[Symbol]	DRIP ZONE REMOTE CONTROL VALVE Hunter ICZ-101	
[Symbol]	ONG FLUSH CAP	
[Symbol]	RAIN SENSOR Hunter Rain-On	
[Symbol]	IMPACT SPRINKLER Rain Bird 2040-PJ Head-Bed (PZ Nozzle)	30' Radius, 300 Arc 25 psi, 7.5 gpm
[Symbol]	IMPACT SPRINKLER Rain Bird 2040-PJ Head-Bed (PZ Nozzle)	30' Radius, 300 Arc 25 psi, 7.5 gpm
[Symbol]	IMPACT SPRINKLER Rain Bird 2040-PJ Head-Bed (PZ Nozzle)	30' Radius, 300 Arc 25 psi, 7.5 gpm
[Symbol]	IMPACT SPRINKLER Rain Bird 2040-PJ Head-Bed (PZ Nozzle)	30' Radius, 300 Arc 25 psi, 7.5 gpm
[Symbol]	IMPACT SPRINKLER Rain Bird 2040-PJ Head-Bed (PZ Nozzle)	30' Radius, 300 Arc 25 psi, 7.5 gpm
[Symbol]	DRIP DIFFUSER Rain Bird Xert-Bug 20-10PC (Black)	1 gpm
[Symbol]	DRIP DIFFUSER Rain Bird Xert-Bug 20-20PC (Blue)	2 gpm

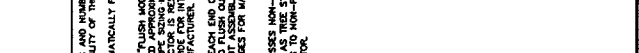
**IRRIGATION LEGEND**

SYMBOL	DESCRIPTION
[Symbol]	REMOTE CONTROL VALVE STATION INFORMATION CALLOUT
[Symbol]	WATER MAIN
[Symbol]	IRRIGATION MAIN LINE Schedule 40 PVC 2" unless otherwise specified on plan
[Symbol]	IRRIGATION LATERAL LINE Schedule 40 PVC 1" on plan, 3/4" mks; underground pipe sections to match the indicated pipe at end of lateral runs to be 3/4"
[Symbol]	IRRIGATION SLEEVE Schedule 40 PVC
[Symbol]	DRIP IRRIGATION LINE
[Symbol]	DRIP IRRIGATION ZONE 1
[Symbol]	DRIP IRRIGATION ZONE 2
[Symbol]	DRIP IRRIGATION ZONE 3
[Symbol]	UNCONNECTED PIPE CROSSING
[Symbol]	THRUST BLOCK



**NOTES**

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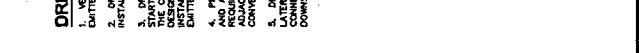
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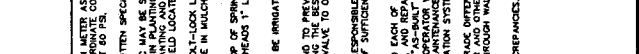
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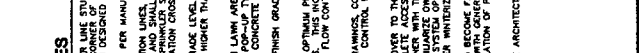
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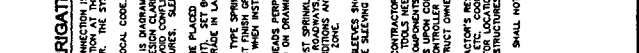
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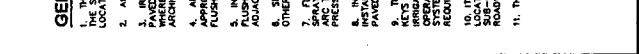
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**CALL 48 HOURS BEFORE YOU DIG**  
 1-800-424-5555

APPROVED FOR CONSTRUCTION: [Signature]

THIS DEVELOPMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2007 CITY OF REMOND STANDARD SPECIFICATIONS FOR CONSTRUCTION.

FOR: [Client Name]  
 BY: [Contractor Name]  
 DATE: [Date]

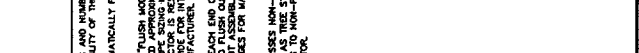
**STATE OF WASHINGTON**  
 LAND SURVEYORS  
 TROY L. DOWNS  
 CONTRACT NO. 174

12.9



**NOTES**

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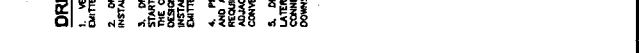
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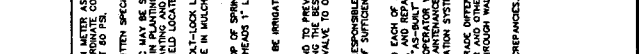
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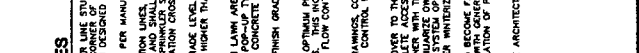
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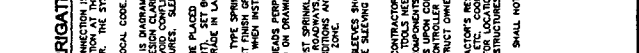
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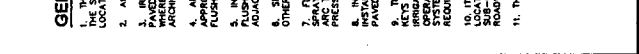
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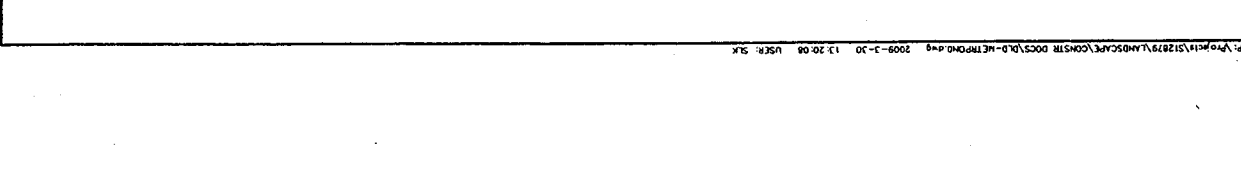
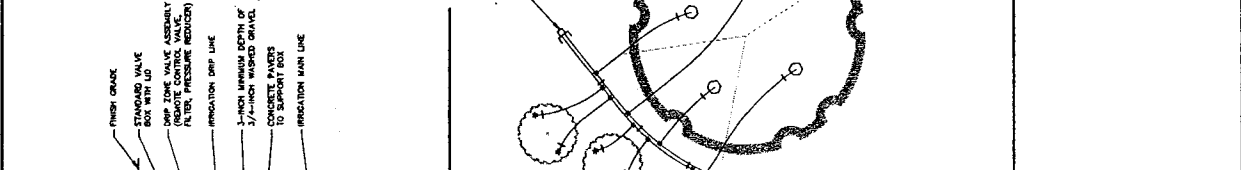
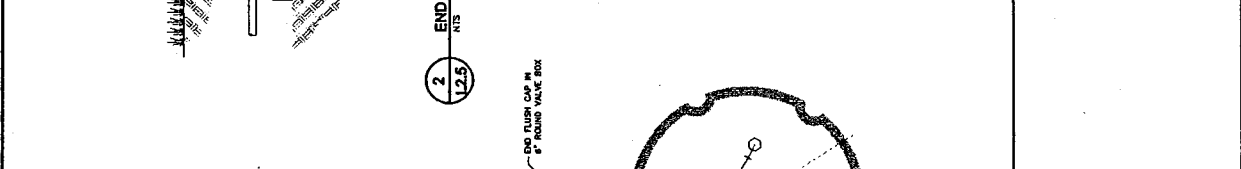
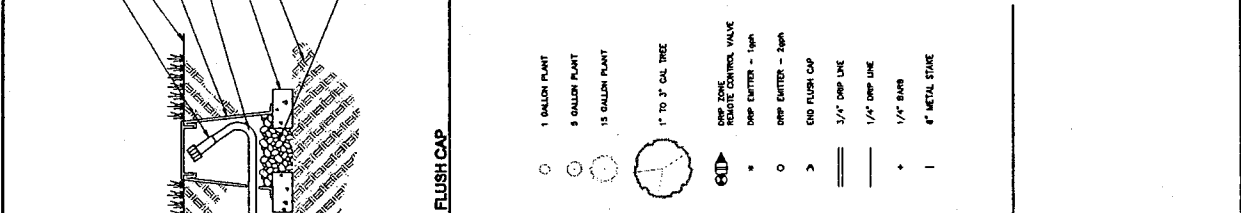
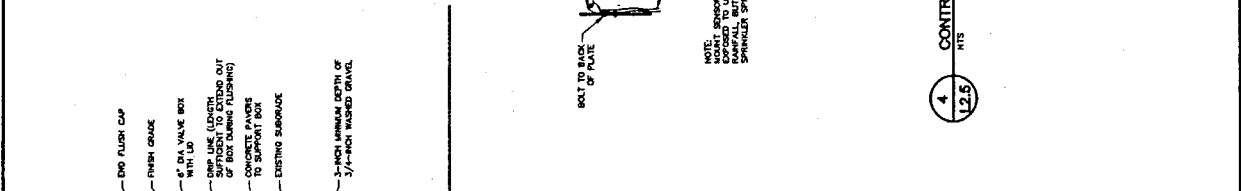
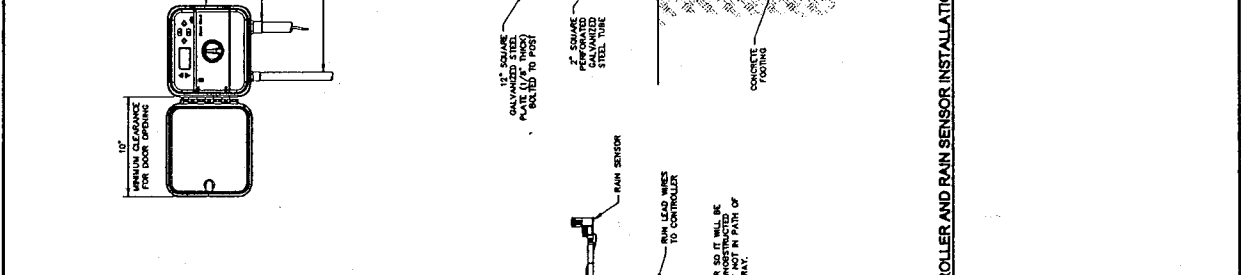
**NOTES**

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IRRIGATION DETAILS  
 10655 NE UNION HILL ROAD  
 REMOND, WA 98073  
 CONTRACT NO. 319  
 SHEET 527-066  
 12.5

**CALL 48 HOURS BEFORE YOU DIG**  
 1-800-424-8585  
 APPROVED FOR CONSTRUCTION  
 THIS DESIGN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF REMOND SPECIFICATIONS AND DETAILS  
 THE APPROVAL IS FOR THE DESIGN SUBMITTED BY THE CITY OF REMOND. THE CITY OF REMOND IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK NOT SHOWN ON THIS DRAWING. THE CITY OF REMOND IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK NOT SHOWN ON THIS DRAWING. THE CITY OF REMOND IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER WORK NOT SHOWN ON THIS DRAWING.



**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 - 196<sup>TH</sup> 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: \_\_\_\_\_