

Exhibit B

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made as of _____, 2009, by and between **Washington Memorial Park and Mortuary, Inc.** a Washington corporation ("Seller") and the **Port of Seattle**, a Washington municipal corporation ("Buyer"), with reference to the following facts:

A. Seller is a cemetery authority which owns and operates Washington Memorial Park, a cemetery in the City of SeaTac, King County, Washington. Seller is the legal owner of the Washington Memorial Park property in SeaTac, Washington, including a certain private roadway located off International Boulevard and South 160th Street used for access to and from Washington Memorial Park.

B. Buyer owns Host Road which currently runs parallel to Seller's private roadway. Buyer also owns and operates Seattle Tacoma International Airport.

C. Buyer acknowledges that Host Road needs to be realigned to meet the design requirements of Washington State Department of Transportation for limited access alignment onto the proposed new freeway on-ramp to State Road 518. The proposed new freeway on-ramp is necessary to the development of the Airport's consolidated Rental Car Facility.

D. Buyer wishes to purchase a portion of Seller's private roadway to achieve the realignment of Host Road. Said portion of Seller's private roadway is 30 feet wide by 175 feet long, consists of approximately 5,250 square feet, and is legally described in the attached **Exhibit A**, which is incorporated herein by this reference. The attached **Exhibit B** provides an aerial depiction of Seller's private roadway relative to Seller's cemetery, Host Road, and South 160th Street.

E. The Port's Off-Site Roadway Improvements project will require the closure of Seller's existing driveway access onto Seller's existing private roadway. Buyer intends to construct a new driveway to provide access onto Host Road and intends to grant a series of temporary easements to preserve as much as possible Seller's access to South 160th Street during the period between Closing and the grant of a permanent easement.

F. Seller acknowledges that Buyer cannot guarantee that Seller will have access to South 160th Street via Seller's private roadway or Host Road at all times during the construction period. Seller also acknowledges that it is not possible to predict a precise schedule since the Contractor will need discretion in scheduling construction work. Buyer intends to use good faith efforts to minimize the time period between

closure of the existing driveway and the opening of the new driveway and any disruption in access caused by the work to realign Host Road.

G. Seller acknowledges that once the roadway improvements have been completed, the Port will turn them over to the City of SeaTac and the Washington State Department of Transportation and that once that happens, the boundaries of the right of way is likely to change.

H. Seller acknowledges that until the new right of way limits are determined, it will be difficult to prepare a legal description of the easement area for the purpose of granting and recording a permanent easement for access to and travel on the to-be-realigned Host Road.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 Land. That certain real property located in SeaTac, King County, Washington, consisting of approximately 5,250 square feet of land and more particularly described on Exhibit A attached hereto (the "Land");

1.2 Appurtenances. All rights, privileges and easements appurtenant to the Land (all of which are collectively referred to as the "Appurtenances");

1.3 Improvements. All improvements and fixtures, if any, located on the Land (all of which are hereinafter collectively referred to as the "Improvements").

All of the items described in **Paragraphs 1.1, 1.2 and 1.3** above are herein collectively referred to as the "Property."

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is Two Hundred Sixty-Two Thousand Five Hundred 00/100 Dollars (**\$262,500.00**).

3. Payment of Purchase Price. On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price less any amounts to be credited against the Purchase Price pursuant to this Agreement. Within five (5) business days following the execution date of this Agreement, Buyer shall open escrow with Chicago Title Insurance Company of Washington, Inc. (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement.

“Execution date” means the date on which the party that is the last to sign this Agreement has signed it.

4. Closing Date. The closing (the “Closing”) shall be held at the offices of the Escrow Agent, on or before _____, **2009** (the “Closing Date”) unless otherwise agreed in writing by the parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller.

5. Title and Survey Matters.

5.1 Title Binder. Buyer has obtained a preliminary commitment for an ALTA owner’s standard coverage title insurance policy (title order no. 00125265, dated December 17, 2007, as supplemented), issued by Chicago Title Insurance Company (“Title Company”) describing the Property, showing all matters pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company at Buyer’s sole cost a written supplemental report to such preliminary commitment, in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the “Title Binder.”

5.2 Title Review. During the Contingency Period (as defined below), Buyer shall finish reviewing the Title Binder and any surveys of the Property, and at least twenty (20) days before the expiration of the Contingency Period, Buyer shall notify Seller of what exceptions, to title, if any, will not be accepted by Buyer. If Buyer fails to give Seller such notice at least twenty (20) days before the expiration of the Contingency Period. Buyer shall be deemed to have accepted the title as is. Seller shall have twenty (20) days after receipt of Buyer’s notice of objections to give Buyer notice of which exceptions, if any, Seller shall cause to be removed from title.

If Seller fails to give Buyer such notice before the expiration of the twenty-day period, (“Seller’s Notice Period”) Seller shall be deemed to have elected not to cause such objectionable exceptions to be removed from title. If Seller gives notice that it will not remove any objectionable exception from title or shall be deemed to have elected not to cause such objectionable exceptions to be removed from title, Buyer may terminate the Agreement by giving written notice to Seller. Failure by Buyer to so terminate this Agreement before the the expiration of Contingency Period, shall be deemed as Buyer’s election to proceed with this transaction. Encumbrances to be discharged by Seller may be paid out of the Purchase Price at Closing.

“Contingency Period” means the period starting on the date of execution of this Agreement and ending at 5:00 p.m. on the day which is ten (10) business days before the Closing Date.

The following shall be deemed “Permitted Exceptions”:

(a) A permanent easement burdening the Property so as to allow Seller access to and travel on the Port-owned Host Road once Host Road is relocated and construction of Seller’s new driveway access to Host Road is completed. Provided, such permanent easement shall be deemed a Permitted Exception only if Buyer and Seller reach agreement on the form of such permanent easement prior to the end of the Contingency Period. Seller’s obligation to close this transaction shall be contingent upon the parties’ agreement on the forms of temporary and permanent easements to be granted by Buyer and upon the recording of Temporary Easement 1 (described in Paragraph 11.1) at Closing.

(b) Any encumbrance which Buyer accepts or is deemed to accept under the above provisions of this paragraph 5.2.

5.3 Title Policy. At Closing, Seller and Buyer shall cause Title Company to issue an Owner’s standard coverage title insurance policy (“Title Policy”) to Buyer, at Buyer’s sole cost. The Title Policy shall insure Buyer against loss as a result of any liens, encumbrances, or restrictions, subject to the Permitted Exceptions exceptions. The Title Policy shall insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions and contain endorsements as Buyer may reasonably require. Buyer may elect to obtain an extended form of title insurance policy from the Title Company, in which case Buyer shall pay the extra premium for such extended coverage. Buyer’s obligation to close this transaction shall be contingent on the issuance of the Title Policy required under this **Paragraph 5**.

5.4 Survey. Seller shall deliver to Buyer any and all surveys of the Property in Seller’s possession or otherwise available to Seller. Buyer shall provide and pay for any survey of the Property necessary to cause the Title Company to issue the Title Policy described above, and shall deliver the survey to Seller before the end of the Contingency Period.

6. Conditions to Buyer’s Obligations.

6.1 Documents and Reports. Within three (3) business days after the execution and delivery of this Agreement, to the extent the Seller has not already done so, Seller shall deliver to Buyer copies of the document(s) listed on **Schedule 6.1** to this Agreement.

6.2 Inspection of the Property. Buyer acknowledges that its employees, representatives, consultants and/or agents have completed environmental due diligence with respect to the Property.

6.3 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of the Closing Date:

(i) Prior to Closing, all Contracts (as defined below), if any, with respect to the Property shall be terminated in writing.

(ii) All representations and warranties of Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Seller shall have performed all obligations to be performed by it hereunder on or before the Closing Date (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by **Paragraph 5** of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the physical condition of the Property shall be the same as on the date hereof, ordinary wear and tear excepted.

If the conditions set forth in this **Paragraph 6** are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

7.1 Title. Seller is the sole owner of the Property. At Closing, Buyer will acquire the entire fee simple estate and right, title and interest in and to the Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Property, subject only to the Permitted Exceptions.

7.2 Compliance with Law. To the best of Seller's knowledge, the Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental

authority having jurisdiction over the Property. Seller has no knowledge of any facts that might give rise to any violation of the foregoing matters.

7.3 Bankruptcy. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

7.4 Taxes and Assessments. Other than amounts, if any, disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

7.5 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 an affidavit evidencing such fact and such other documents as may be required under the Code.

7.6 Tax Returns. Seller has filed all local, state and federal tax forms that are required to be filed by Seller with respect to the Property, has paid or made provision for payment of all taxes due and payable by Seller to date and will pay all such taxes that become due and payable by Seller prior to the Closing.

7.7 Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

7.8 Leases and Other Agreements. Except as specifically disclosed by Seller pursuant to this Agreement, Seller represents that there are no leases, service agreements, licenses, easements, option agreements or other contracts (whether oral or writing) (collectively, "Contracts") in effect with respect to the Property. Seller further represents that there are no disputes or claims, or any set of facts known to Seller that could lead to a dispute or a claim, under any Contracts. Seller shall comply with the requirements of Section 6.3(i) with respect to any and all Contracts prior to Closing.

7.9 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so expressly assumed by Buyer or any liens or other obligations with respect to the Property that result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the date of Closing, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom.

7.10 Defaults. Seller is not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

7.11 Litigation. There is no litigation or threatened litigation which could now or in the future in any way constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership or operation of the Property or otherwise adversely affect the Property. For purposes of this **Paragraph 7.11**, litigation includes lawsuits, actions, administrative proceedings, governmental investigations and all other proceedings before any tribunal having jurisdiction over the Property.

7.12 Due Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

7.13 Finders' or Brokers' Fees. Seller has not dealt with any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement and insofar as it knows, no broker or other person is entitled to any commission, charge or finder's fee in connection with the transactions contemplated by this Agreement.

7.14 No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Purchaser in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

8. Covenants of Seller. Seller covenants and agrees as follows:

8.1 Perform Obligations. From the date of this Agreement to the Closing Date, Seller will perform all of its monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing same pertaining to the Property or any portion thereof, if any.

8.2 No Liens. From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

8.3 Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware materially affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

8.4 Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, any Hazardous Substance or authorize any other person or entity to do so, prior to the Closing.

The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances that is applicable to properties in SeaTac, King County, Washington.

9. Closing.

9.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in **Paragraph 4** of this Agreement.

9.2 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) Warranty Deed. A statutory warranty deed ("Deed") in recordable form and otherwise in form and substance reasonably acceptable to Buyer containing the legal description of the Land in such form as will convey to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions. Buyer and Seller shall agree on the form of the Deed prior to the end of the Contingency Period.

(ii) Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions.

(iii) Authority. Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iv) Surveys. All surveys relating to the Property as are in the possession or control of Seller.

(v) Invoices of Seller's Attorney. A copy of invoices of Seller's Attorney evidencing the attorney's fees and costs expended on legal action to remove the Property from cemetery dedication and this real estate transaction, including legal advice and services related to this Agreement.

9.2A Documents to be Delivered by Buyer. For and in consideration of, and as a condition precedent to, Seller's conveyance of the Property, Buyer shall deliver to Seller at Closing the following documents:

(i) Temporary Easement. The temporary easement referenced in paragraph 11.1, in the form approved by the parties before the end of the Contingency Period, which shall be duly executed and acknowledged.

(ii) Permanent Easement. The permanent easement referenced in paragraph 11, in the form approved by the parties before the end of the Contingency Period.

(iii) Authority. Such evidence as the Title Company shall require as to authority of Buyer to purchase the Property from Seller.

(iv) Surveys. All surveys relating to the Property as are in the possession or control of Buyer.

9.3 Delivery of Purchase Price by Buyer. Buyer shall deliver the Purchase Price (after credit for any applicable amounts pursuant to this Agreement) in cash or cash equivalent (certified or cashier's check).

9.4 Payment of Costs. At Closing, Buyer shall pay Seller's attorney's fees and costs expended on legal action to remove the Property from cemetery dedication and this real estate transaction, including legal advice and services related to this Agreement, up to a maximum limit of \$5,000.00. Buyer shall also pay the premium for the Owner's Title Policy to be issued by Title Company to Buyer, the fee to record

the Deed, and closing costs, including the escrow fee. With respect to any and all other costs incurred with respect to the consummation of the purchase and sale of the Property, Seller and Buyer shall pay their own respective costs. Seller acknowledges that this transaction is subject to real estate excise tax from which the Seller does not appear to be exempt under Chapter 82.45 RCW and Chapter 458-61A WAC.

9.5 Real Property Taxes and Assessments. The parties believe that pursuant to Chapter 84.36 RCW, the Property is exempt from real property tax because it was used by a cemetery authority to provide access to and from a cemetery. Notwithstanding the foregoing, if it is later determined that real property taxes or other taxes were due or became due with respect to the Property for the period up to the Closing Date, Seller shall pay such taxes. Seller shall pay in full any assessments due or to become due with respect to the Property for the period up to the Closing Date.

9.6 Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

9.7 Possession. Possession of the Property shall be delivered to Buyer at Closing. If any personal property remains on the Property at Closing, then Buyer may remove all such personal property, except as otherwise permitted under the Lease.

9A. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Buyer to Seller also as of the Closing Date:

9A.1 Due Authority. Buyer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute Buyer's legal, valid and binding obligation enforceable against Buyer in accordance with its terms. The consummation by Buyer of the purchase of the Property is not in violation of or in conflict with nor does it constitute a default under any of the terms of any agreement or instrument to which Buyer is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

9A.2 Finders' or Brokers' Fees. Buyer has not dealt with any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement and insofar as it knows, no broker or other person is entitled to any commission, charge or finder's fee in connection with the transactions contemplated by this Agreement.

10. Sale of Property “As Is.” Having inspected the Property and having had the opportunity to obtain the report of professionals, Buyer agrees to accept the Property As Is with all defects and assumes the risk of any defects in the condition of the Property. Seller makes no representations or warranties of any kind except as specifically set forth in Paragraph 7.

11. Covenants of Buyer. Buyer covenants and agrees as follows:

11.1. Buyer shall grant to Seller a temporary easement to allow Seller to continue to use the Property (former cemetery road) to access South 160th Street after Closing and until the Port gives notice of closure of the cemetery authority’s existing driveway access to the former cemetery road. Such temporary easement shall be referred to as Temporary Easement 1. Buyer and Seller shall agree on the form of such temporary easement prior to the end of the Contingency Period. This covenant shall survive Closing.

11.2. Buyer shall construct a new driveway access from Seller’s Washington Memorial Park cemetery onto Host Road to replace the Seller’s existing driveway access onto the former cemetery road. Buyer shall not close Seller’s existing driveway access onto the Property until construction related to the realignment of Host Road begins. Once such construction begins, Buyer shall give Seller one week’s notice that Buyer will close Seller’s existing driveway access onto the Property. Seller acknowledges that Buyer cannot guarantee that upon closure of Seller’s existing driveway access to the Property, the new driveway access to Host Road will be open for Seller’s use. Buyer agrees to use good faith efforts to minimize the time period between closure of the Seller’s existing driveway and opening of a new driveway access from the cemetery onto Host Road. This covenant shall survive Closing.

11.3. Once construction of the new driveway is completed and the Buyer is able to safely open such access onto Host Road, the Port shall grant a second temporary easement to Seller for access and travel along the existing Host Road until the existing Host Road is realigned. Such temporary easement shall be referred to as Temporary Easement 2 and will succeed and replace Temporary Easement 1. The parties shall agree on the form of Temporary Easement 2 prior to the end of the Contingency Period. This covenant shall survive Closing.

11.4 Once the realignment of Host Road is completed, the Buyer shall grant a third temporary easement to Seller for access and travel on the realigned Host Road. Such temporary easement shall be referred to as Temporary Easement 3 and will succeed and replace Temporary Easement 2. The parties anticipate that once the Port’s Off-Site Roadway Improvements project is completed and the Port turns over the roadway improvements to the City of SeaTac and Washington State Department of Transportation, the boundaries of the right of way will change. Temporary Easement 3

shall cover the period between the completion of the realignment of Host Road and the final determination of the new right of way limits.

11.5 Once Host Road is realigned, the new driveway access is opened, the new right of way limits are finally determined and a legal description of the easement area based on the new right of way limits has been prepared, Buyer shall grant to Seller, its successors and assigns, a permanent easement for access to and travel along realigned Host Road. Buyer and Seller shall agree on the form of the permanent easement prior to the end of the Contingency Period. This covenant shall survive Closing.

11.5 Buyer shall relocate at Buyer's sole expense the existing Bonney-Watson sign from its current location on South 160th Street to a location adjacent to the driveway onto Host Road to be created by Buyer. Provided, however, if Buyer determines that it is not physically feasible or legally permissible to relocate the existing sign, Buyer shall pay for the costs of constructing and installing a new sign of similar value based on size and quality, to be selected or approved by Seller in its sole discretion. In that event, Buyer shall install such signage at the entrance to the driveway onto Host Road to be created by Buyer. This covenant shall survive Closing.

12. Conditions to Seller's Obligations.

12.1 Seller's obligation to sell the Property to Buyer shall be subject to the following conditions that must be satisfied by the end of the Contingency Period:

(i) Buyer and Seller have agreed on the form of the temporary easement referenced in Paragraph 11.1.

(ii) Buyer and Seller have agreed on the form of the permanent easement referenced in Paragraph 11.3.

(iii) Buyer and Seller have agreed on the form of the Deed.

12.2 Seller's obligation to sell the Property to Buyer shall be subject to further conditions that must be satisfied at Closing:

(i) Consistent with Paragraph 9.4, Buyer pays Seller's attorney's fees and costs expended on legal action to remove the Property from cemetery dedication and legal advice related to this Agreement as well as the premium for the Owner's Title Policy to be issued by Title Company to Buyer, the fee to record the Deed, and the escrow fee.

(ii) Buyer delivers the Purchase Price (after credit for any applicable amounts pursuant to this Agreement) and any other costs or required by the terms of this Agreement to be paid by or delivered by Buyer.

(iii) Buyer delivers the executed instrument granting the Temporary Easement 1 referenced Paragraph 11.1 and the agreed-upon forms for Temporary Easement 2 referenced in Paragraph 11.3, Temporary Easement 3 referenced in Paragraph 11.4 and the permanent easement referenced in Paragraph 11.5, and all other instruments and documents required under this Agreement.

(iv) Seller shall have performed all obligations to be performed by it hereunder on or before the Closing Date (or, if earlier, on or before the date set forth in this Agreement for such performance)

If the conditions set forth in this **Paragraph 12** are not satisfied as of Closing and Seller does not waive the same, Seller may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

13. Indemnification. Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty, covenant or other agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, or (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing, not in conformance with this Agreement.

Buyer shall pay, protect, pay the defense costs of, indemnify and hold Seller and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any covenant or other agreement of Buyer set forth in this Agreement, or (b) the failure of Buyer to perform any obligation required by this Agreement to be performed by Buyer.

14. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

15. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement under this paragraph 15, neither Buyer nor Seller have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. In the event Buyer's recovery of proceeds from Seller's casualty insurance reduces the amount of uninsured casualty loss, Seller shall promptly pay such proceeds to Buyer. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall promptly notify Buyer in writing of any such casualty respecting the Property.

16. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Cameron Smock
 President
 Washington Memorial Park & Mortuary, Inc.
 16445 International Blvd.
 SeaTac, WA 98188

To Buyer: Port of Seattle
Acquisition/Relocation Office
19639 28th Avenue South
SeaTac, WA 98188
Attn: Manager, Acquisitions and Relocations

With a copy to: Port of Seattle
PO Box 1209
Seattle, WA 98111
Attn: General Counsel

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

17. Event of Default. In the event of a default under this Agreement by either party (including a breach of any representation, warranty or covenant set forth herein), the injured party shall be entitled, in addition to all other remedies at law or equity, to seek monetary damages and specific performance of the defaulting party's obligations hereunder.

18. Miscellaneous.

18.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

18.2 Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

18.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

18.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

18.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject

matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

18.6 Attorneys' Fees. Should either party bring suit to enforce this Agreement, the substantially prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

18.7 Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

18.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.9 Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

18.10 Time. Time is of the essence of every provision of this Agreement.

18.11 Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

18.12 Waiver; Succession. The waiver by Seller or Buyer of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements contained herein shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

18.3 Recording. The Parties hereto agree that the Deed and all other documents necessary to convey title to the property from Seller to Buyer shall be recorded in the records of King County by the Escrow Agent on the Closing Date.

SELLER:

Washington Memorial Park & Mortuary,
Inc., a Washington corporation

By _____
Cameron Smock
President

Date: _____

BUYER:

PORT OF SEATTLE, a Washington
municipal corporation

By _____
Tay Yoshitani
Chief Executive Officer

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Tay Yoshitani 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 Chief Executive Officer of the Port of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that she was authorized to execute the instrument and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Schedule 6.1—Documents and Reports to
be delivered by Seller**

1. All surveys of Property in possession of Seller.
2. Copy of Order and Decree from King County Superior Court demonstrating that the Property has been removed from cemetery dedication pursuant to Chapter 68.24 RCW.

DRAFT

EXHIBIT A

Legal Description

Legal Description of Property (portion of Washington Memorial Park Private Roadway)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M., CITY OF SEATAC, COUNTY OF KING, STATE OF WASHINGTON, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 89°24'10" WEST, ALONG SUBDIVISION LINE, A DISTANCE OF 1312.03 FEET; THENCE SOUTH 00°02'48" WEST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°24'10" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°02'48" WEST, A DISTANCE OF 175.00 FEET; THENCE SOUTH 89°24'10" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 00°02'48" EAST, A DISTANCE OF 175.00 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING: 5,250 SQ. FT. 0.12 ACRES. MORE OR LESS.
August 16, 2007

EXHIBIT B

See attached for aerial depiction

DRAFT

DRAFT