

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**

This Real Property Purchase and Sale Agreement (the "Agreement") made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the STATE OF WASHINGTON, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter "Seller") and the PORT OF SEATTLE, a municipal corporation of the State of Washington (hereinafter "Buyer"). Seller and Buyer shall each be referred to individually as a "Party" and, collectively, as the "Parties."

RECITALS

WHEREAS, Seller is the owner of certain real property located in King County, Washington, more particularly described in **Exhibit A**, attached hereto and by this reference incorporated herein; and

WHEREAS, Seller wishes to sell to Buyer and Buyer wishes to acquire from Seller the real property referenced in the foregoing recital, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PROPERTY

1.1. Purchase and Sale. 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, that certain real property located in King County, Washington, and more particularly described on **Exhibit A**, together with all rights, privileges, and easements appurtenant to said real property, including, but without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the real property, all improvements on or associated with the Property, and all development rights, air rights, water, water rights and any and all easements, rights-of-way, and other appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "Property").

ARTICLE II PURCHASE PRICE; ESCROW

2.1. Purchase Price. The purchase price for the Property shall be TWO MILLION NINE HUNDRED THOUSAND and 00/100 Dollars (\$2,900.000.00), paid in cash or immediately available funds upon Closing (as defined below).

2.2. Escrow. First American Title Insurance Company, through its offices in Seattle, Washington ("Escrow Holder" in its capacity as escrow holder and "Title Company" in its capacity as title insurer) has been designated as Escrow Holder hereunder by mutual agreement of Buyer and Seller. Upon the date that this Agreement has been executed by both the Parties (the "Agreement Date"), the Parties shall deliver a copy of the mutually executed Agreement to Escrow

Holder instructing Escrow Holder to open a closing escrow in accordance with the terms of this Agreement.

### ARTICLE III TITLE TO PROPERTY

3.1. Title to Property. Seller shall convey to Buyer at the Closing, as hereinafter defined, marketable fee simple title to the Property, by execution and delivery of a Bargain and Sale Deed to the Property in the form attached hereto as **Exhibit B** (the “Deed”) free and clear of any and all claims, liens, encumbrances or defects other than the “Permitted Exceptions” as defined herein.

3.2. Title Commitment. Following the Agreement Date, Seller shall be at no expense or obligation to provide Buyer with a preliminary title commitment. Buyer shall be responsible for obtaining a preliminary commitment for an ALTA owner’s standard coverage title insurance policy issued by a Title Company describing the Property, showing all matters pertaining to the Property and identifying Buyer as the prospective named insured. Such preliminary commitment, Supplemental Reports (as defined below) 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 Commitment.” Buyer may elect to obtain extended coverage owner's title insurance, or endorsements to the Title Policy, and Buyer shall pay the increased cost of such endorsements and/or any excess premium over the premium charged for a standard coverage owner’s policy and the cost of any ALTA survey required by the Title Company in connection therewith. At no expense Seller agrees to execute any customary affidavits, agreements, forms which the Title Company customarily requires of sellers in order to issue extended title insurance or to otherwise remove standard exceptions in the Title Policy.

3.3. Review of Title Commitment. Buyer shall give written notice to Seller of any disapproved exceptions in the Title Commitment. If Buyer so objects to any exceptions in the Title Commitment, Seller shall, within fifteen (15) days after receiving Buyer’s written notice of objections, deliver to Buyer written notice that either (a) Seller will, at Seller’s expense, cause some or all of the exception(s) to which Buyer has objected to be removed at or prior to Closing, or (b) Seller is unable to eliminate such exception(s). If Seller so fails to notify Buyer or is unable to remove any such exception at or prior to Closing, Buyer may elect to terminate this Agreement by written notice to Seller delivered no later than ten (10) days after the deadline for Seller’s 15-day notice as described in the immediately preceding sentence, in which event Buyer and Seller shall have no further obligations under this Agreement. If Buyer does not terminate this Agreement pursuant to the immediately preceding sentence, then Buyer shall be deemed to have waived, and at Closing shall receive and accept title to the Property subject to, any objectionable exceptions that Seller is unable to remove, all of which exceptions shall be included as Permitted Exceptions.

If any new title matters are disclosed in a supplemental title report issued by the Title Company (a “Supplemental Report”) or related document, the proceeding objection, Seller response and termination / waiver provisions shall apply to the new title matters, except that Buyer's written notice of objections must be delivered within seven (7) days of delivery of the Supplemental Report or document and Seller’s response must be delivered within five (5) days of Buyer's written notice

of objections. The Closing Date (as defined below) shall be extended to the extent necessary to permit time for the foregoing notices.

If Seller gives written notice that it will cause one or more objectionable non-monetary exceptions to be removed but is unable to remove any of them on or before the Closing Date, Buyer will have the right in its sole discretion to either (A) proceed with the purchase and take the Property subject to those non-monetary exceptions not approved by Buyer, or (B) terminate this Agreement in which case Buyer shall have no further liability hereunder.

3.4. As used in this Agreement, "Permitted Exceptions" means (1) liens for real property taxes for the year of Closing to the extent not due and payable as of the Closing, (2) those matters affecting title to the Property which are created by or with the written consent of Buyer, and (3) such exceptions or other matters reflected on the Title Commitment, any Supplemental Report(s) thereto and/or an ALTA survey which Buyer does not object to or waives pursuant to Section 3.3 above. However, the following shall be removed at Closing and shall in no case be included as Permitted Exceptions: any deeds of trust or other monetary liens shown in the Title Commitment or Supplemental Report(s) thereto (other than real property taxes and assessments not delinquent and liens created by or at the request of Buyer).

#### ARTICLE IV CONDITIONS TO BUYER'S OBLIGATIONS

4.1. Documents and Reports. Within fifteen (15) days after the Agreement Date, Seller shall deliver to Buyer copies of any leases, occupancy agreements, service agreements, licenses, easements, option agreements or other contracts, pertaining to the Property and/or its use or occupancy, other than those transmitted by Title Company in connection with the Title Commitment.

4.2. Inspection of the Property. Buyer and its employees, representatives, consultants and agents shall have the right and permission during the Contingency Period (as defined below) to enter upon the Property or any part thereof at all reasonable times and after reasonable prior notice, and from time to time, for the purpose, at Buyer's own risk, cost and expense, of making all tests and/or studies of the Property that the Buyer may wish to undertake, including, without limitation, surveys, structural studies and review of zoning, fire, safety, environmental, and other compliance matters; provided, however, that Buyer shall defend, indemnify and hold harmless Seller from and against all liability, cost, damage and expense (including, but not limited to, attorneys' fees) in connection with all claims, suits and actions of every name, kind and description made or brought against Seller, its officers, agents or employees by any person or entity as a result of or on account of actual or alleged bodily injury or property damage received or sustained, resulting from or caused by the negligent acts or omissions of Buyer, its officers, agents or employees, in exercising its rights under the right of entry granted herein.

Seller shall permit Buyer and its agents, at Buyer's sole expense, to enter the Property at reasonable times to conduct inspections concerning the Property and improvements, including, without limitation, the structural condition of improvements, Hazardous Substances (including Phase I and Phase II assessments), soils conditions, sensitive areas, and/or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall advise Seller of any entry on

to the Property in advance. Buyer may take or have taken materials, soil, and water samples from the Property and test and analyze those samples to determine the extent of any presence of Hazardous Substances or other contamination in, on, or under the Property. Such testing and sampling shall be performed in a manner not disruptive to any tenants or to the operation of the Property. Buyer shall indemnify and hold harmless Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

4.3. Approval of the Property. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, of all aspects of the Property, including, without limitation, the physical condition of the Property, and all of the information delivered by Seller pursuant to this Article IV or otherwise obtained by Buyer regarding the Property. Such contingency shall be satisfied or waived on or before the expiration of the Contingency Period.

4.4. Contingency Period Defined. As used in this Agreement, the term "Contingency Period" means the period commencing on the Agreement Date and ending at 5:00 p.m. on the day that is ninety (90) days after the Agreement Date.

4.5. Buyer's Right to Terminate. If Buyer's conditions, set forth in this Article IV, are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Seller and to the Escrow Holder on or before expiration of the Contingency Period. If Buyer gives a termination notice to Seller under this Section 4.5, this Agreement shall terminate and neither party shall have any further liability to the other under this Agreement. If Buyer does not give a termination notice to Seller on or before the expiration of the Contingency Period, Buyer shall be deemed to have satisfied or otherwise waived the condition set forth in this Article IV.

## ARTICLE V ADDITIONAL CLOSING CONDITIONS

5.1. Buyer's Conditions. Buyer's obligation to purchase the Property shall be subject to, in addition to the contingency set forth in Article IV above, the following conditions that must be satisfied as of Closing or such earlier date as specified below:

5.1.1 Lot Boundary Adjustment. As a condition to Buyer's obligation to Close, Buyer shall be entitled to obtain, at its sole cost and expense, an approved boundary line adjustment from the City of Des Moines (the "City") for the Property and Buyer's separate and adjacent property. Seller agrees to cooperate, without cost to Seller, with Buyer in its application and submittal of the boundary line adjustment application, including, signing any necessary application documents reasonably required by Buyer or the City, provided, that the boundary line adjustment, even if approved, will not be finalized, nor any related instruments recorded, except at the Closing.

5.1.2 At Closing, title to the Property shall be in the condition required by this Agreement and Escrow Holder shall deliver the Title Policy, or Title Company's irrevocable commitment to issue the Title Policy, to Buyer, at Buyer's expense.

If the conditions set forth in this Section 5.1 are not satisfied as of Closing (or such earlier date as specified above) and Buyer does not waive the same, Buyer may terminate this Agreement by giving written notice to Seller and the Escrow Holder, and thereafter neither party shall have any further liability to the other under this Agreement.

5.2. Seller's Conditions. Seller's obligation to sell the Property shall be subject to the following conditions that must be satisfied as of Closing:

5.2.1 All representations and warranties of Buyer contained herein shall be true, accurate and complete in all material respects at the time of Closing as if made again at such time; and

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

If the conditions set forth in this Section 5.2 are not satisfied as of Closing and Seller does not waive the same, Seller may terminate this Agreement by giving written notice to Buyer and the Escrow Holder, and thereafter neither party shall have any further liability to the other under this Agreement.

## ARTICLE VI REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

6.1. Warranties, Representations and Covenants of Seller. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

6.1.1 Seller is an agency of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby.

6.1.2 There is no pending, or to Seller's knowledge, threatened claim, lawsuit, litigation, arbitration, investigation or other proceeding pertaining to the Property or any part thereof. There is no pending or, to the best of Seller's knowledge, threatened condemnation or similar proceeding pertaining to the Property or any part thereof.

6.1.3 No governmental entity with jurisdiction or other person or entity has asserted, or to Seller's knowledge, has threatened to assert that the Property or any part thereof is in violation of any applicable legal requirement. Seller has consents necessary to own and operate the Property for its current use.

6.1.4 Except for the Permitted Exceptions, there are no contracts, agreements or other arrangements under which Seller is obligated to sell, exchange, transfer, lease, rent or allow the use of the Property or any part thereof now or in the future, or under which any person or entity has the right to possess or occupy the Property or any part thereof now or in the future.

6.1.5 Seller warrants and represents that there are no existing leases, tenancies, options, purchase rights, or rights of persons in possession of the Property.

6.1.6 From and after the Agreement Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer: (a) grant, create, amend or enter into any easement, right-of-way, encumbrance, restriction, covenant, lease, license, permit, option to purchase or other right or transaction which would affect the Property in any way prior to or after Closing; or (b) sell, dispose of or encumber any portion of the Property.

6.1.7. Seller shall continue to maintain the Property in its current condition, normal wear and tear excepted, and in compliance with all applicable laws and to pay all costs of the Property between the Agreement Date and Closing.

6.2. Representations, Warranties and Covenants of Buyer. As of the date hereof and, as of the Closing Date, Buyer represents and warrants as follows:

6.2.1 Buyer is a municipal corporation of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby.

## ARTICLE VII HAZARDOUS SUBSTANCES

7.1. Definitions. The term “Hazardous Substances” means any substance, waste or material (including without limitation petroleum products, asbestos or asbestos-containing material, and polychlorinated biphenyls) regulated, defined or designated as dangerous, hazardous toxic or radioactive, by any federal, state or local law, statute, ordinance rule or regulation relating to the protection of human health or the environment now or hereafter in effect (collectively “Environmental Laws”).

7.2. Environmental Documents. Seller represents and warrants that it has delivered (or in accordance with Section 4.1 will deliver) to Buyer all documents, if any, within its possession or control pertaining to the environmental quality of the Property. The Environmental Checklist for Surplus Property Disposals represents the entirety of all documentation in the possession or control of Seller with regard to or relating to any Hazardous Substances on the Property or in any improvement thereon, and is referred to herein as the “Environmental Documents.”

7.3. Underground Storage Tank and Water Well Decommissioning. Seller warrants that the structures remaining on the property at time of acquisition by the Seller in the 1970s were demolished pursuant to the Laws and Administrative Code in place at that time. Buyer acknowledges that the Environmental Checklist indicates Seller found no evidence of USTs or water wells remaining on the vacant property at the time it was approved for surplus in 2017.

7.4. Environmental Indemnification. Seller agrees to indemnify, defend, and hold harmless Buyer, its Commissioners, officers, employees and agents (the “Buyer Indemnified

Parties”) from and against any and all present or future claims or demands and any and all damages, losses, injuries, liabilities, causes of action, costs and expenses (including without limitation fines, penalties, judgments and attorneys’ fees) of any and every kind or character, known or unknown (collectively “Losses”) that any Buyer or any other Buyer Indemnified Party sustains as a result of claims by third parties, including but not limited to federal, state and local regulatory agencies, for damages or remediation costs related to or arising out of the presence of Hazardous Substances in, at, on, under or originating from the Property that was caused during the Seller’s ownership. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response or action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person; and (c) Losses arising under any Environmental Law enacted after transfer. This indemnification shall survive the Closing Date and recording of the Deed.

7.5. Survival. Notwithstanding any provision of this Agreement to the contrary, the provisions of this Article VII shall survive the Closing of the transaction contemplated herein and the delivery of the Deed.

## ARTICLE VIII CLOSING

### 8.1. Closing.

8.1.1 Time and Place. The closing of this sale (“Closing”) shall take place at the offices of Escrow Holder’s office in Seattle, Washington, on the date that is thirty (30) days after (i) the end of the Contingency Period or (ii) such earlier date as Buyer may waive all contingencies in writing prior to expiration of the Contingency Period (“Closing Date”); provided, however that either party may extend the Closing Date for up to thirty (30) days by giving written notice of such extension to the other party at least fifteen (15) days in advance of the Closing Date. The Closing Date may also be accelerated by Agreement of the parties. All documents shall be deemed delivered on the date the Deed is recorded.

8.1.2 In the event the Closing does not occur on or before the Closing Date, Seller shall, unless it is notified by both parties to the contrary within ten (10) days after the Closing Date, return to the depositor thereof items which may have been deposited hereunder. Any such return shall not, however, relieve either party hereto of any liability it may have for its wrongful failure to close.

### 8.2. Delivery by Seller. On or prior to the Closing Date, Seller shall provide:

- (a) The Deed duly executed and acknowledged by Seller and accepted by Buyer, together with a duly signed real estate excise tax affidavit;
- (b) Any other documents, instruments, data, records, correspondence or agreements called for hereunder which have not previously been delivered.

8.3. Delivery by Buyer. On or before the Closing Date, Buyer shall deposit with the Seller and/or Escrow Holder the Purchase Price.

8.4. Other Instruments. Seller and Buyer shall each deposit such other instruments as are reasonably required to close the escrow and consummate the purchase of the Property in accordance with the terms hereof.

8.5. Closing Costs. Buyer shall pay the real estate excise tax ("REET") assessed in connection with Closing, if any, any REET affidavit fees, the premium and all associated charges for the standard owner's coverage title insurance, and the fees and charges (including recording fees) of the Escrow Holder in connection with the Closing ("Escrow Fees"). Buyer shall pay the Escrow Fees and any excess premium for extended owner's coverage title insurance. Real and personal property taxes and assessments, if any, payable in the year of Closing, utilities and other operating expenses shall be prorated as of the Closing Date.

Escrow Holder is instructed to prepare certification that Seller is not a "foreign person" with the meaning of the Foreign Investment in Real Property Tax Act ("FIRPTA Certification"). Seller agrees to sign this FIRPTA Certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Escrow Holder is instructed to withhold and pay the required amount to the Internal Revenue Services.

#### ARTICLE IX POSSESSION

9.1. Possession of the Property shall be delivered to Buyer on the Closing Date.

#### ARTICLE X COVENANTS OF SELLER PENDING CLOSING

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

10.2 Exclusivity. Between the Agreement Date and Closing or earlier termination of this Agreement, Seller shall not market the Property, make or accept any offers to sell, exchange, lease or otherwise transfer or in any way encumber, or otherwise solicit any offers to purchase, or enter into any agreement for the sale, exchange, lease or other transfer or encumbrance of the Property.

#### ARTICLE XI DEFAULT, REMEDIES

11.1. Specific Performance. In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions, or provisions hereof by Seller, Buyer shall have, in addition to a claim for damages for such breach or default,



and in addition to and without prejudice to any other right or remedy available under this Agreement or at law or equity, the right to (a) demand and have specific performance of this Agreement; or (b) terminate this Agreement upon written notice without liability to Seller.

11.2. Attorneys' Fees. In the event either party hereto finds it necessary to bring an action against the other party to enforce any of the terms, covenants or conditions hereof or any instrument executed pursuant to this Agreement, or by reason of any breach or default hereunder or thereunder, the party prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party and in the event any judgment is secured by such prevailing party all such costs and attorneys' fees shall be included in any such judgment. The reasonableness of such costs and attorneys' fees shall be determined by the court and not a jury.

## ARTICLE XII MISCELLANEOUS

12.1. Risk of Loss; Condemnation. Seller assumes all risk and liability until Closing for damage or injury occurring to the Property by fire, storm, accident or any other casualty or cause, and for condemnation or a similar taking by any governmental agency of all or any portion of the Property; after Closing Buyer bears and assumes all such risks and liability. If, prior to Closing, (a) the Property, or any portion thereof, suffers any damage from fire or other casualty, or (b) an action is initiated or threatened to take the Property or any portion thereof, by eminent domain or condemnation proceedings or by deed in lieu thereof, then Seller shall promptly give written notice to Buyer of such event and Buyer may elect to either: (1) terminate this Agreement, or (2) consummate this Agreement, in which event Seller shall deliver to Buyer, on the Closing Date, any proceeds actually received by Seller in connection with such casualty or condemnation, or assign to Buyer, on the Closing, all of Seller's right, title and interest in any claim to proceeds of any insurance covering such damage, if any, or in the award of the condemning authority (provided that in no event shall Buyer be entitled to receive payment or assignment of such proceeds in an amount greater than the Purchase Price). Buyer shall make such election by sending written notice to Seller within twenty (20) days after Seller provides written notice to Buyer of the casualty or condemnation, as applicable; provided that, if Buyer fails to timely deliver written notice to Seller within said 20 days, Buyer shall be deemed to have elected to terminate this Agreement.

12.2. General Indemnity. Seller shall indemnify, defend, protect and hold the Buyer Indemnified Parties harmless from and against any and all liabilities, obligations, damages, penalties, fees, commissions, costs, expenses and other charges, including without limitation reasonable attorneys' fees, which any Buyer Indemnified Party may suffer or incur in connection with (i) its ownership of the Property resulting from any action or inaction of Seller, its agents or employees occurring before the Closing; (ii) the falsity or breach of any representation or warranty set forth in Article VI hereof; (iii) any misrepresentation in or omission of any material documents, items or information to be submitted by Seller to Buyer relating to the Property or its operations; or (iv) any failure of Seller to perform any of its obligations hereunder. The foregoing indemnity shall survive the Closing and shall be in addition to, and not in derogation of any other rights Buyer may enjoy under this Agreement or under law for breach of any representation or warranty set forth in this Agreement. Promptly after the receipt by Buyer of notice of any claim or the commencement of any action or proceeding for which Seller has agreed to indemnify the Buyer Indemnified Parties, Buyer shall give Seller written notice of such claim or the commencement of

such action or proceeding and Seller shall thereafter vigorously defend on behalf of Buyer, but at Seller's sole cost and expense, any such action or proceeding for which indemnification is sought utilizing counsel satisfactory to buyer. No settlement of any such action or proceeding shall be made without Buyer's prior written approval (unless buyer has previously been discharged from all liability in connection with such action or proceeding); provided that this provision is subject to the limitations of RCW 4.24.115 to the extent applicable.

12.3. Brokers and Finders. Each party represents to the other that no broker or finder has been involved in this transaction. In the event of a claim for broker's fee, finder's fee, commission or other similar compensation in connection herewith, Buyer, if such claim is based upon any agreement alleged to have been made by Buyer, hereby agrees to indemnify and hold Seller harmless from any and all damages, liabilities, costs, expenses and losses (including, without limitation, reasonable attorneys' fees and costs) which Seller may sustain or incur by reason of such claim, and Seller, if such claim is based upon any agreement alleged to have been made by Seller, hereby agrees to indemnify and hold the Buyer Indemnified Parties harmless from any and all damages, liabilities, costs, expenses and losses (including, without limitation, reasonable attorneys' fees and costs) which any Buyer Indemnified Party may sustain or incur by reason of such claim. The provisions of this Section 12.3 shall survive the termination of this Agreement or the Closing.

12.4. Notices. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by fax, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail return receipt requested, postage prepaid to:

Seller at                      Department of Transportation  
   Attn: Headquarters Real Estate Services  
   Property Management Program Manager  
   P.O. Box 47338  
   Olympia, WA 98504-7338

Buyer at:                      Port of Seattle  
   Attn: Director, Real Estate & Economic Development  
   2711 Alaskan Way  
   Seattle, WA 98121

or to such other address as either party hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document. At the request of either party or the Escrow Holder, the parties will confirm facsimile transmitted signatures by signing an original document.

12.5. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, "days" means calendar days, and the day of the act or event

after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or holidays. The final day of any such period shall be deemed to end at 5 p.m., Pacific Standard or Daylight time, as applicable.

12.6. Amendment, Waiver. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties. No failure by Seller or Buyer to insist upon the strict performance of any covenant, duty agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice and only by notice as provided in Section 12.4 hereof, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and be enforceable by Seller's or Buyer's respective successors and assigns. Buyer reserves the right to assign its rights under this Agreement.

12.7. No Merger; Survival. The terms of this Agreement shall not merge with any deed or other conveyance instrument transferring the Property to Buyer at Closing. All provisions of this Agreement which involve obligations, duties or rights which have not been determined or ascertained as of the Closing Date or the recording of the Deed and all representations, warranties and indemnifications made in or to be made pursuant to this Agreement shall survive the Closing Date and/or the recording of the Deed.

12.8. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

12.9. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.10. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

12.11. Additional Acts. Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller or Buyer, Seller and Buyer hereby agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered, at the Closing any and all such further acts, deeds and assurances as Buyer or Seller, as the case may be, may reasonably require to (a) evidence and vest in the Buyer

the ownership of and title to the Property, and (b) consummate the transactions contemplated hereunder.

12.12. No Joint Venture. It is not intended by this agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

12.13. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

12.14. Governing Law, Time. This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action venue shall lie exclusively in Thurston County, Washington. Time is of the essence of this Agreement.

12.15. Costs and Expenses. Each party hereto will bear its own costs and expenses in connection with the negotiation, preparation, and execution of this Agreement and other documentation related hereto and in the performance of its duties hereunder.

12.16. Entire Agreement. This Agreement and the exhibits hereto constitute the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

**[Signature Page Follows]**

Item No. 8h\_attach2

Date of Meeting February 9, 2021

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Seller:

State of Washington, Department of Transportation

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Buyer:

The Port of Seattle, a Washington municipal corporation

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

## Exhibit A

## Legal Description

ICN 1-17-07992

A tract of land situate in the Northeast quarter of the Northeast quarter of Section 8, and the West half of the Northwest quarter of Section 9, all in Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 23+00 on the S 216TH line survey of SR 509, SR 516 TO DES MOINES WAY SOUTH and 60 feet Northerly therefrom; thence Northeasterly to a point opposite HES 766+00 on the SR 509 line survey of said plan and 220 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 772+05 on said SR 509 line survey and 168 feet Westerly therefrom; thence Westerly perpendicular to said SR 509 line survey a distance of 90 feet to the most Westerly line of that property conveyed by Warranty Deed recorded April 25, 1972, under recording number 7204250337, records of King County, Washington; thence Northerly 80 feet, more or less, to a point opposite HES 10+28.42 on the F6 line survey of said plan and 85.26 feet Westerly therefrom, said point being on the North line of the South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 9; thence Easterly along said North line to a point opposite HES F6 10+27.45 on said F6 line survey and 30 feet Westerly therefrom; thence Northerly to a point opposite HES F6 P.O.C. 12+91.08 on said F6 line survey and 25.45 feet Westerly therefrom; thence Northwesterly to a point opposite HES F6 14+13.05 P.T. on said F6 line survey and 30 feet Southerly therefrom; thence Westerly parallel with said F6 line survey to an intersection with the west line of said Section 9; thence Northerly along said west line a distance of 30 feet, more or less, to HES F6 19+84.89 A.P. on said F6 line survey; thence Westerly along said F6 line survey to HES F6 22+04.83 thereon; thence Northeasterly to a point opposite HES F6 21+30 on said F6 line survey and 50 feet Northerly therefrom; thence Easterly parallel with said F6 line survey to a point opposite HES 777+00 on said SR 509 line survey and 155.03 feet Westerly therefrom; thence Southerly parallel with said SR 509 line survey to a point opposite HES 776+45± thereon, said point being on the north line of the north half of the north half of the northeast quarter of the southwest quarter of the northwest quarter of said Section 9; thence Easterly along said north line to the northeast corner of that property conveyed by Warranty Deed recorded May 6, 1971, under recording number 7105060274, records of said county; said point being 110± feet Easterly when measured at right angles or radially from said SR 509 line survey; thence Southerly to a point opposite HES 775+00 on said SR 509 line survey and 110.85 feet Easterly therefrom; thence Southeasterly to a point opposite HES 773+00 on said SR 509 line survey and 175 feet Easterly therefrom; thence Southerly to a point opposite HES 766+00 on said SR 509 line survey and 295 feet Southeasterly therefrom; thence Southeasterly to a point opposite HES 30+22.76 on said S 216TH line survey and 60 feet Northerly therefrom; thence Westerly parallel with said S 216TH line survey to the point of BEGINNING.

The specific details concerning all of which may be found on sheet 5 of 11 sheets of that certain plan entitled SR 509, SR 516 TO DES MOINES WAY SOUTH, now of record and on file in the office of the Secretary of Transportation at Olympia, bearing date of approval December 1, 1969, revised June 8, 2018.

<b>Item No.</b>	<u>8h_attach2</u>
<b>Date of Meeting</b>	<u>February 9, 2021</u>

Exhibit B

Form of Deed

AFTER RECORDING RETURN TO:

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

Document Title: Bargain and Sale Deed  
Reference Number of Related Document: N/A  
Grantor: State of Washington, Department of Transportation  
Grantee: Port of Seattle  
Legal Description: Ptn. NE 1/4 NE 1/4 Sec 8, W 1/2 NW 1/4 Sec 9, T 22 N, R 4 E, W. M.  
Additional Legal Description is on Page 4 of document  
Assessor’s Tax Parcel Number: None – Existing State Highway Right of Way

B A R G A I N A N D S A L E D E E D

SR 509, SR 516 To Des Moines Way South

The Grantor, The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration in hand paid, grant, bargain, sell, convey, and confirm to the PORT OF SEATTLE, a municipal corporation of the State of Washington, Grantee, the following described real property situated in King County, in the State of Washington:

For legal description and additional conditions  
See Exhibit A attached hereto and made a part hereof.  
Subject to the permitted exceptions on Exhibit B attached hereto  
and by this reference incorporated herein.

The Grantor, for itself and for its successors in interest do by these presents expressly limit the covenants of the deed to those herein expressed, and exclude all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, and will forever warrant and defend the said described real estate.

The Grantee requests the Assessor and Treasurer of King County to set over to the



remainder of the hereinafter described Parcel "A" the lien of all unpaid taxes, if any, affecting the real estate hereby conveyed, as provided by RCW 84.60.070.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

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

The Grantee, on behalf of themselves and its successors or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

S T A T E O F W A S H I N G T O N,  
D E P A R T M E N T O F T R A N S P O R T A T I O N –  
G R A N T O R

\_\_\_\_\_  
Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Assistant Attorney General

REVIEWED AS TO FORM-GRANTEE:

By: \_\_\_\_\_

Item No. 8h\_attach2  
Date of Meeting February 9, 2021

STATE OF WASHINGTON )

) : ss

COUNTY OF THURSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Roger Millar, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary (print name) \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

## EXHIBIT A

A tract of land situate in the Northeast quarter of the Northeast quarter of Section 8, and the West half of the Northwest quarter of Section 9, all in Township 22 North, Range 4 East, W.M., in King County, Washington, described as follows:

BEGINNING at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 23+00 on the S 216TH line survey of SR 509, SR 516 TO DES MOINES WAY SOUTH and 60 feet Northerly therefrom; thence Northeasterly to a point opposite HES 766+00 on the SR 509 line survey of said plan and 220 feet Northwesterly therefrom; thence Northeasterly to a point opposite HES 772+05 on said SR 509 line survey and 168 feet Westerly therefrom; thence Westerly perpendicular to said SR 509 line survey a distance of 90 feet to the most Westerly line of that property conveyed by Warranty Deed recorded April 25, 1972, under recording number 7204250337, records of King County, Washington; thence Northerly 80 feet, more or less, to a point opposite HES 10+28.42 on the F6 line survey of said plan and 85.26 feet Westerly therefrom, said point being on the North line of the South half of the Northwest quarter of the Southwest quarter of the Northwest quarter of said Section 9; thence Easterly along said North line to a point opposite HES F6 10+27.45 on said F6 line survey and 30 feet Westerly therefrom; thence Northerly to a point opposite HES F6 P.O.C. 12+91.08 on said F6 line survey and 25.45 feet Westerly therefrom; thence Northwesterly to a point opposite HES F6 14+13.05 P.T. on said F6 line survey and 30 feet Southerly therefrom; thence Westerly parallel with said F6 line survey to an intersection with the west line of said Section 9; thence Northerly along said west line a distance of 30 feet, more or less, to HES F6 19+84.89 A.P. on said F6 line survey; thence Westerly along said F6 line survey to HES F6 22+04.83 thereon; thence Northeasterly to a point opposite HES F6 21+30 on said F6 line survey and 50 feet Northerly therefrom; thence Easterly parallel with said F6 line survey to a point opposite HES 777+00 on said SR 509 line survey and 155.03 feet Westerly therefrom; thence Southerly parallel with said SR 509 line survey to a point opposite HES 776+45± thereon, said point being on the north line of the north half of the north half of the northeast quarter of the southwest quarter of the northwest quarter of said Section 9; thence Easterly along said north line to the northeast corner of that property conveyed by Warranty Deed recorded May 6, 1971, under recording number 7105060274, records of said county; said point being 110± feet Easterly when measured at right angles or radially from said SR 509 line survey; thence Southerly to a point opposite HES 775+00 on said SR 509 line survey and 110.85 feet Easterly therefrom; thence Southeasterly to a point opposite HES 773+00 on said SR 509 line survey and 175 feet Easterly therefrom; thence Southerly to a point opposite HES 766+00 on said SR 509 line survey and 295 feet Southeasterly therefrom; thence Southeasterly to a point opposite HES 30+22.76 on said S 216TH line survey and 60 feet Northerly therefrom; thence Westerly parallel with said S 216TH line survey to the point of BEGINNING.

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file in the office of the Secretary of Transportation at Olympia, bearing date of approval December 1, 1969 , revised June 8, 2018.

## EXHIBIT B

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i).Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water, whether or not the matters described in (i), (ii) and (iii) are shown in the public records; (iv) tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easements or encumbrances which are not shown by the public records.
5. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
8. Any titles or rights asserted by anyone, including, but not limited to persons corporations, governments or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or hanged by the United States Government, or riparian