

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered by and between the **PORT OF SEATTLE**, a municipal corporation of the State of Washington (the “Seller”) and **KING COUNTY**, a political subdivision of the State of Washington (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

RECITALS

A. Seller is the owner of that certain real property located at 6000 W. Marginal Way SW, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A** (collectively, the “Real Property”).

B. Seller desires to sell the Real Property and Buyer desires to purchase the Real Property.

C. The Real Property is for the West Duwamish Combined Sewer Overflow Control Project (the “Project”), which Project is subject to review under the State Environmental Policy Act, Chapter 43.21C of the Revised Code of Washington (“RCW”) (“SEPA”). Nothing in this Agreement is intended to limit King County's SEPA authority.

AGREEMENT

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

ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE SOLD. Subject to the terms and conditions of this Agreement, Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all of Seller’s right, title and interest in the Real Property as legally described in **EXHIBIT A**;

1.1.2. all of Seller’s right, title and interest in improvements and structures located on the Real Property, if any; and

1.1.3. all of Seller's easements and other rights that are appurtenant to the Real Property including but not limited to, Seller's right, title, and interest in and to, to the extent appurtenant to the Real Property, streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress and, to the extent transferable, licenses, government approvals and permits pertaining to the Real Property, and all Seller's right, title and interest in and to any plans, drawings, surveys, and warranty right related to the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the "Property."

1.1.4 REQUIRED SHORT SUBDIVISION. The Real Property is part of a larger parcel of real property, referred to as #5367202505. Buyer desires to purchase and Seller desires to sell the Property only on the condition that the Real Property can be lawfully divided from the larger parcel #5367202505 as a separate lot, to allow lawful conveyance of the Real Property to the Buyer, as set forth in Section 5.3 below.

ARTICLE 2. PURCHASE PRICE

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, Buyer shall, in full payment therefore, pay in cash to Seller on the Closing Date a total purchase price of **Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000)** (the "Purchase Price").

2.2. ESCROW HOLDER. Rainier Title Company ("Escrow Agent" in its capacity as escrow holder and "Title Company" in its capacity as title insurer) has been designated as Escrow Agent hereunder by mutual agreement of Buyer and Seller. Upon mutual execution of this Agreement by the Parties Escrow Agent shall open a closing escrow in accordance with the terms of this Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND CONDITION OF PROPERTY

3.1. WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1. ORGANIZATION. The Seller 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. Seller has all requisite power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.1.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT,

AUTHORITY. The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a **municipal corporation**, and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller's governing authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

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

3.1.4. NO LITIGATION. Other than as disclosed by Seller to Buyer prior to expiration of the Due Diligence Period, 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.

3.1.5. NO VIOLATIONS. Other than as disclosed by Seller to Buyer prior to expiration of the Due Diligence Period, 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. To the best of Seller's knowledge, Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use.

3.1.6. CONDITION OF PROPERTY. Other than as disclosed by Seller to Buyer prior to expiration of the Due Diligence Period, to the best of Seller's knowledge, (i) there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Materials, (as defined in **EXHIBIT C**, attached hereto and incorporated herein by this reference), on, in, under or emanating from the Property; and (ii) there are or have been no underground storage tanks on the Property and no underground storage tanks have been removed from the Property. Other than as disclosed by Seller to Buyer prior to expiration of the Due Diligence Period, Seller represents and warrants, to the best of Seller's knowledge, that all operations or activities upon and all use or occupancy of the Property or any portion thereof, by Seller is in compliance with all state, federal and local Environmental Laws (as defined in **EXHIBIT C**) and all regulations governing or in any way related to the generation, handling, storage, use, transportation, discharge, or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Materials (as defined in **EXHIBIT C**). Other than as disclosed by Seller to Buyer prior to expiration of the Due Diligence Period, Seller has not received notice of any proceedings, claims or lawsuits arising out of its or any tenant of the Property's operations on the Property.

3.1.7. NO CONTRACTS. Except for the Permitted Exceptions (defined below), and other than the Administrative Order (as defined below), there are (or as of Closing there will be) 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.

3.1.8. FUTURE AGREEMENTS. Except as otherwise set forth herein, and other than the Administrative Order, from and after the Effective Date unless this Agreement is terminated in accordance with its terms Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease or other transaction that affects the Property in any way (other than short term use by license or lease terminable by Seller prior to Closing); or

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

3.1.9. MAINTENANCE OF PROPERTY. Seller shall continue to maintain the Property in its current condition, normal wear and tear expected, and in compliance with all applicable laws and to pay all costs of the Property between the Effective Date and Closing.

3.1.10. 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 and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT E**, evidencing such fact, and such other documents as may be required under the Code.

3.1.11. LEASES. Seller warrants and represents that there are (or as of Closing there will be) no existing leases, tenancies, options, purchase rights, or rights of persons in possession of the Property.

3.1.12 LIMITATION ON SELLER’S REPRESENTATIONS AND WARRANTIES. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS AGREEMENT OR IN THE DEED, NEITHER SELLER NOR ANY OF ITS AGENTS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS NOT RELYING ON ANY STATEMENT MADE OR INFORMATION PROVIDED TO BUYER BY SELLER OR ANY OF AGENTS OR REPRESENTATIVES, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY SELLER IN SECTION 3.1 OF THIS AGREEMENT OR IN THE DEED.

Buyer’s Initials: _____

3.2. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER. As of the date hereof and, as of the Closing Date, Buyer represents and warrants as follows:

3.2.1. ORGANIZATION. Buyer is a political subdivision of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington.

3.2.2. EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY. The execution, delivery and performance of this Agreement by Buyer has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer’s governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer

enforceable against Buyer in accordance with the terms hereof.

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

3.3. RISK OF LOSS. Until the Closing, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, fire, earthquakes, tremors, wind, rain or other natural occurrences ("Casualty"). If the Property is destroyed or damaged by Casualty prior to Closing Buyer may terminate this Agreement, or alternatively, Buyer may elect to proceed with Closing, in which case Seller shall deliver to Buyer, on the Closing Date, any proceeds actually received by Seller in connection with such casualty, 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 (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 its election under this Section 3.3 by written notice to Seller within fifteen (15) business days from Buyer learning of a Casualty and the Closing Date will be extended for the period of time necessary to allow Buyer to make its election; provided that, if Buyer fails to timely deliver such notice to Seller within said 15 business days, Buyer shall be deemed to have elected to terminate this Agreement.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Real Property by Bargain and Sale Deed in substantially the form attached hereto as **EXHIBIT B** (the "Deed"), subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, and building or use restrictions general to the governing jurisdiction.

4.2. TITLE COMMITMENT. Seller shall within fifteen (15) business days after the Effective Date obtain and provide to Buyer a preliminary commitment for an owner's standard coverage policy of title insurance (the "Title Commitment") issued by the Title Company, describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to both Seller and Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property. If Buyer desires extended title insurance and the Title Company requires preparation of an ALTA survey ("Survey"), Buyer shall arrange for procurement of such extended coverage title insurance and any required Survey at Buyer's sole cost and expense.

4.3. REVIEW OF TITLE COMMITMENT. Buyer shall have until sixty (60) days after it has received the Title Commitment (or if Buyer or the Title Company requires a Survey, Title Commitment and Survey (the "Review Period") in which to notify Seller in writing of any

objections Buyer has to any matters shown or referred to in the Title Commitment or Survey (“Buyer’s Objections”). Any exceptions or other items that are set forth in the Title Commitment or Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions (“Permitted Exceptions”). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within fifteen (15) days after Seller receives Buyer’s Objections of any exceptions to title which Seller will not remove or otherwise resolve (“Seller’s Response”), and Buyer may, at Buyer’s option, either proceed to Closing and thereby waive the Buyer’s Objections not cured, in which case such exceptions to title shall be deemed and shall be included as Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) days after receipt of Seller’s Response. If the Title Company issues a supplement to the Title Commitment or Survey that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have ten (10) days to make Buyer’s Objections to any new exception, Seller shall have seven (7) days to provide Seller’s Response, Buyer shall have ten (10) days to either terminate this Agreement by notice to Seller or proceed to Closing and thereby waive the Buyer’s Objections to the new exceptions not cured, in which case such exceptions to title shall be deemed and shall be included as Permitted Exceptions. The Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

4.4. OWNER’S TITLE INSURANCE POLICY. At the Closing, Seller shall cause an owner’s ALTA policy of standard coverage title insurance to be issued by the Title Company in the full amount of the purchase price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, and building or use restrictions general to the governing jurisdiction (“Title Policy”). The obligation of Seller to provide the Title Policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policy in the form required by this Section. Seller shall pay any sum owing to the Title Company for the preliminary and binding Title Commitments and the premium for the Title Policy for issuance of standard coverage and Buyer shall pay the cost of the Survey, if any, any endorsements requested by Buyer and any additional premium required for issuance of extended coverage under the Title Policy.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY. Buyer’s purchase of the Property is expressly contingent upon Buyer’s review and approval, in Buyer’s sole and absolute discretion, that the Property is suitable for Buyer’s intended use, including geotechnical analyses and environmental inspection and assessment pursuant to Section 5.1.1 below (“Due Diligence Contingency”). If Buyer is not satisfied with the condition of the Property, its inspection and testing pursuant to Section 5.1.1. below, Buyer may terminate this Agreement by delivering written notice of termination to Seller within three hundred and thirty (330) days after the Effective Date (“Due Diligence Period”). In such event this Agreement shall terminate, and the Parties shall have no further obligations hereunder. Absent Buyer’s timely delivery of such termination notice, the Due Diligence Contingency shall be deemed waived by Buyer and the Parties shall proceed to Closing, subject to all terms and conditions of this Agreement.

5.1.1. INSPECTIONS AND ENVIRONMENTAL CONTINGENCY. During the Due Diligence Period, and as part of its due diligence review pursuant to this Article 5, Buyer, its designated representatives or agents shall have the right, as limited herein, at its own expense to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property on any subject deemed appropriate by Buyer; (b) conduct its own Phase I and/or Phase II Environmental Assessment or focused remedial investigation (RI) on the Property, and perform any and all related tests, inspections and studies deemed appropriate by Buyer; (c) examine all Due Diligence Materials (defined below) related to the Property that Buyer may reasonably request from Seller; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's intended use or development of the property; and (e) determine whether Buyer's intended use or development of the Property is feasible. Prior to conducting any inspection work on the Property, Buyer shall provide a written investigation work plan to Seller for Seller's review and approval. Buyer's access to the Property shall be contingent on Seller's approval of Buyer's investigation work plan. Seller shall review the investigation work plan and respond within three (3) business days of receipt; approval shall not be unreasonably withheld. Buyer shall subsequently provide to Seller a copy of the data, sampling results, written reports, or other information generated as part of its investigation, including but not limited to data and reports that are submitted to the Washington Department of Ecology ("Ecology"), contemporaneous to its submission to Ecology. In the event Buyer needs a reasonable period of additional time following the Due Diligence Period to finish planned investigative work, Buyer may request a Due Diligence Period extension no more than five (5) days prior to expiration of the Due Diligence period. Any extension will be at the discretion of the Seller.

5.1.2. DUE DILIGENCE MATERIALS. Seller shall provide all documents and materials in Seller's possession or control, if any, related to the Property reasonably requested by Buyer ("Due Diligence Materials"). Seller shall exercise commercially reasonable efforts to deliver to Buyer copies of Due Diligence Materials related to the Property within five (5) days of receiving a written request for such materials from Buyer. In addition, within fifteen (15) days of the Effective Date Seller will deliver to Buyer copies of the following Due Diligence Materials, if any:

- (a) Operating expenses reports;
- (b) Phase I and II and all available environmental/soils reports; all final reports, data, assessments or other documents related in any way to the environmental condition of the Property or possible contamination on the Property, except documents which are attorney-client privileged or otherwise confidential. This includes, but is not limited to all documents related to any review or examination of the Property associated with Department of Ecology Agreed Order No. DE 8099;
- (c) CC&R's;
- (d) Permit and zoning reviews;
- (e) Three year (3) historical operating and capital budgets;
- (f) Debt and/or equity financing documentation;
- (g) Vendor or service contracts;
- (h) Reports of repairs for the last 5 years;
- (j) Plans and permits for capital and other improvements during ownership;

- (k) Existing surveys, title materials, engineering and environmental studies and any other existing studies and reports;
- (l) Original building plans, site improvement plans, and as-builts;
- (m) Leases or similar rental agreements currently in effect; and
- (n) All material documents regarding the operation and condition of the Property.

Documents and materials described above in item (b) are referred to collectively herein as the “Environmental Reports.”

5.1.3. ACCESS TO PERSONNEL. During the Due Diligence Period Seller shall provide Buyer with reasonable access to Seller’s outside consultants and personnel with knowledge of the Property, including entitlements and zoning.

5.1.4. RIGHT OF ENTRY. Buyer and Buyer’s designated representatives or agents, including contractors, shall have the right and Seller hereby grants to Buyer and Buyer’s designated representatives the right to enter the Property and conduct tests, investigations and studies set forth in the access agreement provided in Exhibit F; provided that such right of entry will be limited to those times and dates that will not disrupt Seller’s use of, or Seller’s operations and activities on the Property, and in compliance with and subject to the terms and conditions of the access agreement provided in Exhibit F, as may be amended by written agreement of both Parties. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify and defend Seller, its officers, agents and employees, from and against all claims, losses, or liability for (i) injuries, sickness or death of persons, including employees of Buyer or (ii) damage or loss of any property, including cleanup of any discharges or release of Hazardous Materials ((i) and (ii) collectively, “Claims”) caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents, contractors, employees or tenants.

5.2 DISCLOSURE STATEMENT. Buyer hereby waives the right to receive a disclosure statement (a “Disclosure Statement”) if required by RCW 64.06. RCW 64.06 provides that a purchaser may waive its right to receive a Disclosure Statement; provided, however, if the answer to any of the questions in the section of the Disclosure Statement entitled “Environmental” would be “yes,” receipt of the “Environmental” section of the Disclosure Statement may not be waived. By executing this Agreement, Buyer acknowledges that it has received the “Environmental” section of the Disclosure Statement attached hereto as **EXHIBIT D**. Buyer waives its right to receive the balance of the Disclosure Statement. Buyer hereby waives any right to receive an updated or revised Disclosure Statement, regardless of the source of any new information. Buyer further warrants that it is a sophisticated purchaser who is familiar with the ownership and development of real estate projects similar to the property it is acquiring and that it has or will have adequate opportunity to complete such independent inspections of such property as it deems necessary, and will acquire such property solely on the basis of and in reliance upon such examinations and not on any information provided in any Disclosure Statement or otherwise provided or to be provided by the other party.

BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06. IT IS THE INTENT OF BUYER THAT ANY DISCLOSURE STATEMENT PROVIDED BY SELLER WILL NOT BE RELIED UPON BY BUYER AND SHALL GIVE BUYER NO RIGHTS WITH RESPECT TO SELLER OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE DISCLOSURE STATEMENT PROVIDED BEFORE, ON OR AFTER THE DATE OF THIS AGREEMENT AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY SELLER TO BUYER.

Buyer's Initials: _____

5.3. SHORT SUBDIVISION. The Property shall have been lawfully divided from the larger parcel #5367202505 to allow lawful conveyance of the Property. On or before execution of this Agreement, Buyer has or will prepare the necessary survey, legal descriptions, drawings and other documentation for submittal of an application to the City of Seattle (the "City") for a short subdivision to establish two separate lots comprised of (i) the Real Property and (ii) the remainder of the larger parcel #5367202505 (the "Short Subdivision"). Buyer will provide Seller the Short Subdivision application materials, including the legal descriptions for the two lots, for Seller's written approval prior to submittal to the City, and upon such approval Seller and Buyer will each be mutually responsible for and shall cooperate and seek the City's approval of the Short Subdivision. Upon final approval of the Short Subdivision by the City, the Parties will cause the legal description for the Real Property, if modified, to be appended to this Agreement as amended Exhibit A. The Parties will further cooperate to submit an application with King County for segregation and assignment of separate tax parcel identification numbers for the resulting two divided lots.

The Parties acknowledge that, although both Parties will cooperate and excise good faith to obtain approval of the Short Subdivision, neither Party can control the timing for review or decision by the City regarding the Short Subdivision application, including the possible requirement by the City that the Real Property be divided by formal subdivision of the Property. Buyer's obligation to purchase, and Seller's obligation to sell, the Property is subject to lawful division of the Property in form and substance satisfactory to both Parties, in each Party's respective sole and absolute discretion; provided, that upon the City's issuance of final approval of the Short Subdivision materials for recording, Buyer and Seller shall each provide written notice to the other party waiving this Short Subdivision contingency, or terminating the Agreement. If the Short Subdivision has not been approved by the City on or before seven hundred and twenty (720) days after the Effective Date, unless otherwise agreed in writing by both Seller and Buyer, either party shall have the right to terminate this Agreement by written notice to the other Party, in which event the Parties shall have no further obligations hereunder.

5.4 ECOLOGY PROSPECTIVE PURCHASER AGREEMENT OR CONSENT DECREE ENTERED IN COURT. The Property is included within the boundary of a proposed site ("Site") for investigation and remedial action pursuant to the Model Toxics Control Act ("MTCA") under Agreed Order No. DE 18064, in re the Matter of Remedial Action by the Port of Seattle and The Boeing Company issued by the Washington Department of Ecology ("Ecology") pursuant to RCW

70.105D.050(1) (“Administrative Order”). Buyer desires to purchase and Seller desires to sell the Property only on the condition that before Closing the Buyer obtains from Ecology a Prospective Purchaser Agreement or a Prospective Purchaser Consent Decree regarding the Property in a form and with terms consistent with this Agreement and acceptable to the Buyer, in the Buyer’s sole discretion, which is filed with and approved by a court of competent jurisdiction. Buyer’s obligation to purchase, and Seller’s obligation to sell, the Property is subject to Buyer’s procurement of the Prospective Purchaser Agreement or a Prospective Purchaser Consent Decree filed with and approved by a court of competent jurisdiction (the “Prospective Purchaser Contingency”). On or before seven hundred and twenty (720) days after the Effective Date, Buyer shall provide Seller written notice that the Prospective Purchaser Contingency is satisfied or waived (the “Prospective Purchaser Contingency Notice”). If Buyer fails to timely deliver the Prospective Purchaser Contingency Notice, Seller shall have the right to terminate this Agreement by written notice to the Buyer, in which event the Parties shall have no further obligations hereunder.

5.5 “AS IS” CONDITION. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES BY SELLER SET FORTH IN SECTION 3.1 OF THIS AGREEMENT, AND THE DEED, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (a) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (b) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (c) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (d) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (e) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (f) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS; (g) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (h) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS; AND/OR ANY OTHER MATTER, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY OF ANY LEASES, EASEMENTS, LICENSES OR ENTITLEMENTS RELATED TO THE PROPOSED OR INTENDED USE OF THE PROPERTY AND/OR THE ADEQUACY, COMPLETENESS OR ACCURACY OF ANY MATERIALS OR DOCUMENTS DELIVERED TO BUYER BY SELLER PURSUANT TO ARTICLE 5 OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE ENVIRONMENTAL REPORTS.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, BUYER HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW THE

INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, EXCEPT FOR THE SELLER'S EXPRESS REPRESENTATIONS AS SET FORTH IN SECTION 3.1 OF THIS AGREEMENT, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, INCLUDING ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

Buyer's Initials: _____

5.6 Environmental Indemnity by Buyer. Buyer agrees to indemnify, defend, and hold harmless Seller, its officers, employees, agents, successors and assigns, 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 the Seller, its employees, agents, heirs, successors and assigns 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 Materials in, at, on, under or originating from the Property. This indemnity does not apply to the extent any such Loss is caused, contributed to, or exacerbated by any new (i.e., occurring after the Effective Date of this Agreement) release(s) of hazardous substances that is caused, contributed to, or exacerbated by Seller, its officers, employees, agents, contractors, tenants, or by any other party for which Buyer would not otherwise be responsible at law.

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. To the extent of the Buyer's indemnity, and except to the extent of the Seller's indemnity, Buyer shall be responsible for all costs associated with the investigation, handling, and disposal of soil and other materials at or from the Property, including, but in no way limited to, any costs, including incremental costs, of disposing of any soils or materials excavated by Buyer from the Property as part of its post-Closing development. Buyer agrees that the foregoing indemnity obligation shall apply notwithstanding any covenant not to sue or other waiver or immunity of Buyer's liability under any prospective purchaser agreement, consent decree or similar settlement arranged by Buyer with a federal, state or local regulatory agency. This indemnification shall be effective upon Closing and shall survive the recording of the Deed.

5.7 Environmental Indemnity by Seller. Seller agrees to indemnify, defend, and hold harmless Buyer, its officers, agents, employees, contractors, successors and assigns, 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 the Buyer, its officers, employees, agents, contractors, successors and assigns 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 Materials in, on, or under the Site, excluding the Property, and except to the extent such Losses were caused, contributed to, or exacerbated by Buyer.

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. Seller agrees that the foregoing indemnity obligation shall apply notwithstanding any covenant not to sue or other waiver or immunity of Seller's liability under any Agreed Order or any settlement arranged by Seller with a federal, state or local regulatory agency. This indemnification shall survive the Closing Date and recording of the Deed.

ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING

6.1. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective 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 3.1 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 Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

6.2 EXCLUSIVITY. Between the Effective Date and Closing or earlier termination of this Agreement, Seller shall not market the Property, make or accept any offers to sell, refinance, or recapitalize the Property, or otherwise solicit any offers to purchase, or enter into any agreement for the sale, refinancing or recapitalization of the Property.

ARTICLE 7. COVENANTS OF BUYER PENDING CLOSING

7.1. CONDUCT, NOTICE OF CHANGE. Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Section 3.2 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3.2 or elsewhere in this Agreement which occurs prior to the Closing.

ARTICLE 8.
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of all contingencies set forth in this Agreement and each of the following conditions at or prior to the Closing, and Seller, where applicable, shall exert its commercially reasonable efforts to cause each such condition to be fulfilled:

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

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

8.3. TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, and the Title Company shall be irrevocably committed to issue the Title Policy as required by Section 4.4 of this Agreement.

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

8.5. SHORT SUBDIVISION. The Short Subdivision application and the Short Subdivision, including the legal description of the Real Property and amended Exhibit A, shall have been finally approved by the City and this condition removed by Buyer by written notice to Seller.

8.6. Prospective Purchaser Agreement or Prospective Purchaser Consent Decree. Ecology and Buyer shall have entered into a Prospective Purchaser Agreement or Prospective Purchaser Consent Decree or Buyer shall have waived the Prospective Purchaser Contingency in accordance with Section 5.4 above.

ARTICLE 9.
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller to close on the Closing Date are subject to the fulfillment of all contingencies set forth in this Agreement and each of the following conditions at or prior to the Closing, and Buyer, where applicable, shall exert its commercially reasonable efforts to cause each such condition to be so fulfilled:

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

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

9.3 SHORT SUBDIVISION. The Short Subdivision application and the Short Subdivision, including the legal description of the Real Property and amended Exhibit A, shall have been finally approved by the City and this condition removed by Seller by written notice to Buyer.

9.4. Prospective Purchaser Agreement or Prospective Purchaser Consent Decree. Ecology and Buyer shall have entered into a Prospective Purchaser Agreement or Prospective Purchaser Consent Decree or Buyer shall have waived the Prospective Purchaser Contingency in accordance with Section 5.4 above.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing of the transaction contemplated hereunder (the “Closing”) shall take place within sixty (60) days following the removal of the contingencies set forth in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties (“Closing Date”). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent at 1501 Fourth Avenue #300, Seattle, Washington or such other office of Escrow Agent mutually agreeable to the Parties.

10.2. PRORATIONS AND MONETARY LIENS.

10.2.1. Prorations. Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, the costs of the preliminary and binding Title Commitments and the premium for the Title Policy for standard coverage, the recording fees for the Deed, any real estate excise or other transfer tax due, and its own attorneys’ fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the cost of the Survey, if any, any endorsements requested by Buyer and any additional premium required for issuance of extended coverage under the Title Policy, and its own attorneys’ fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.2.2. Taxes. Both Parties are exempt by law from the payment of real property ad valorem taxes, LIDs and assessments on the Property. Further, as a municipal corporation, Seller is exempt from payment of real estate excise tax under Chapter 82.45 RCW and Chapter 458-61A of the Washington Administrative Code.

10.2.3. Monetary Liens. Except for the Permitted Exceptions, Seller shall pay or cause to be satisfied at or before Closing all monetary liens on or with respect to all or any portion

of the Property. If Seller fails to satisfy said liens, the Purchase Price shall be reduced by the amounts due to satisfy and discharge the liens.

10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1. The Deed, duly executed by Seller;

10.3.2. A real estate excise tax affidavit ("REET Affidavit"), executed by Seller;
and

10.3.3. A seller's certificate of non-foreign status substantially in the form of **EXHIBIT E**, attached hereto.

10.4. BUYER'S DELIVERY OF PURCHASE PRICE AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent:

10.4.1 cash or immediately available funds in the amount of the Purchase Price;
and

10.4.2 The REET Affidavit, executed by Buyer.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and bring suit to recover its incidental damages or specifically enforce this Agreement.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur solely due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and bring suit to recover its incidental damages, including actual costs incurred in connection with its due diligence review, or bring suit to specifically enforce this Agreement.

11.2.3. ATTORNEY'S FEES. Except as otherwise specified herein, in any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.3. TIME.

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

11.3.2. COMPUTATION OF TIME. Any reference to “day” in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a “Legal Holiday.” A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein:

If to Seller: Port of Seattle
Real Estate Division
Attn: Melinda Miller
Pier 69, P.O. Box 1209
Seattle, WA 98111
Email: Miller.M@PortSeattle.org

If to Buyer: King County
Wastewater Treatment Division
Attn: Trevor Carr
201 S. Jackson Street, 5th Floor
Seattle, WA 98104-3855
Email: (For notice under Section 5.1.4 only)
Trevor.Carr@kingcounty.gov

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and each Party acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein. This Agreement may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

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

11.8. BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

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

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

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

11.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. In the event that either Party shall bring a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13. NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall not create any rights in any other person or entity.

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

11.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

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

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Definitions
EXHIBIT D	Disclosure Statement
EXHIBIT E	Certificate of Non-Foreign Status

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER: PORT OF SEATTLE

BUYER: KING COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A.
LEGAL DESCRIPTION

All that portion of real property located in the Southeast quarter of the Northeast quarter of Section 30, Township 24 North, Range 4 East, Willamette Meridian, and City of Seattle Lot Boundary Adjustment No. 2207807 recorded under King County Recording No. 20030211900004, more particularly described as: Lots 10-20 inclusive, Block 19 of the plat of Joseph R. McLaughlin's Water Front Addition to the City of Seattle, recorded in Volume 13 of Plats, page 28, in King County, Washington;

TOGETHER with those portions of adjoining alley and the West half of vacated 1st Avenue SW lying between the Southern right of way line of SW Michigan Street recorded under King County Recording No. 20051129002557, conveyed to the City of Seattle, and Exhibit "T" in Quitclaim Deed recorded under King County Recording No. 20051129002573, conveyed to the State of Washington.

EXCEPT those portions of Tract 2 lying within Lots 15 and 16 in Quitclaim Deed as recorded under King County Recording No. 200511290556, as conveyed to the State of Washington.

AND EXCEPT those portions of Lots 10 and 20, lying within SW Michigan St. per Quitclaim Deed recorded under King County Recording No. 20051129002557.

Situate in the County of King, State of Washington.



EXHIBIT B.

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

KING COUNTY, WASTEWATER TREATMENT DIVISION
ATTN: ENVIRONMENTAL PROGRAMS MANAGING SUPERVISOR
REGULATORY COMPLIANCE & LAND ACQUISITION SVCS
201 S. Jackson Street, SUITE 0505
SEATTLE, WA 98104-3855

Grantor -- Port of Seattle
Grantee -- King County, Washington
Legal ---- TBD
Tax Acct. – 5367202505

The Grantor, Port of Seattle, a municipal corporation of the State of Washington, for and in consideration of mutual benefits, does hereby bargain, sell and convey unto the Grantee, King County, a political subdivision of the State of Washington, the following the real property situate in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT B.

GRANTOR

GRANTEE

PORT OF SEATTLE

KING COUNTY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 20__ , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the _____ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____

City and State _____

My appointment expires _____

NOTARY BLOCK FOR PORT OF SEATTLE

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 20__ , before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____, and who executed the foregoing instrument and acknowledged to me that HE or SHE was authorized to execute said instrument on behalf of the _____ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

at _____

City and State _____

My appointment expires _____

EXHIBIT C

Definitions

The term “Environmental Laws” includes without limitation, the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., Federal Hazardous Materials Transportation Control Act, 49 U.S.C. Section 1801 et seq., Federal Clean Air Act, 42 U.S.C. Section 7401 et seq., Federal Water Pollution Control Act, Federal Water Act of 1977, 33 U.S.C. Section 1251 et seq., Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 U.S.C. Section 136 et seq., Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Federal Safe Drinking Water Act, 42 U.S.C. Section 300f et seq., Washington Water Pollution Control Act, RCW Chapter 90.48, Washington Clean Air Act, RCW Chapter 70.94, Washington Solid Waste Management Recovery and Recycling Act, RCW Chapter 70.95, Washington Hazardous Waste Management Act, RCW Chapter 70.105, Washington Hazardous Waste Fees Act, RCW Chapter 70.95E, Washington Model Toxics Control Act, RCW Chapter 70.105D, Washington Nuclear Energy and Radiation Act, RCW Chapter 70.98, Washington Radioactive Waste Storage and Transportation Act of 1980, RCW Chapter 70.99, Washington Underground Petroleum Storage Tanks Act, RCW Chapter 70.148, and any regulations promulgated thereunder, all as amended from time to time.

The term “Hazardous Materials” shall include without limitation:

(i) Those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” or “solid waste” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.) (“CERCLA”), as amended by Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99-499, 100 Stat. 1613) (“SARA”), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.) (“RCRA”), and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., and in the regulations promulgated pursuant to said laws, all as amended;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§ 1251 et seq. (33 U.S.C. §§ 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (E) flammable explosives, (F) radon gas, (G) lead or lead-based paint, (H) radioactive materials, (I) coal combustion by-products, (J) urea formaldehyde foam insulation; or (k) mold.

(iv) Those substances defined as “dangerous wastes,” “hazardous wastes” or as “hazardous substances” under the Water Pollution Control Act, RCW 90.48.010 et seq., the Hazardous Waste Management Statute, RCW 70.105.010 et seq., the Toxic Substance Control

Act, RCW 70.105B.010 et seq., the Model Toxics Control Act, RCW 70.105D.010 et seq. and the Toxic Substance Control Act, 15 U.S.C., Section 2601 et seq., and in the regulations promulgated pursuant to said laws, all as amended from time to time and;

(v) Such other substances, materials and wastes which are or become regulated as hazardous or toxic under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic or dangerous to human health under federal, state, or local laws or regulations, all as amended from time to time.

“Release” shall mean releasing, spilling, leaking, pumping, pouring, flooding, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping, Hazardous Materials in or into the air, soil, surface water or ground water in, on, about or under the Real Property.

EXHIBIT D

Disclosure Statement Made by the Port of Seattle (Seller) to King County (Buyer)

NOTICE TO BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE PORT OF SEATTLE, A WASHINGTON MUNICIPAL CORPORATION, AS SELLER (SELLER) TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, AS BUYER (BUYER) ABOUT THE CONDITION OF THE PROPERTY LEGALLY DESCRIBED IN EXHIBIT A OF THE PURCHASE AGREEMENT.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER IS OCCUPYING THE PROPERTY.

SELLER'S ENVIRONMENTAL DISCLOSURES

If you answer "Yes" to a question with an asterisk (), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

		YES	NO	DON'T KNOW
*A	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?			
*B	Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?			
*C	Are there any shorelines, wetlands, floodplains, or critical areas on the property?			
*D	Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?			
*E	Is there any soil or groundwater contamination?			
*F	Has the property been used as a legal or illegal dumping site?			
*G	Has the property been used as an illegal drug manufacturing site?			

VERIFICATION

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Buyer has received a copy hereof.

SELLER:

THE PORT OF SEATTLE, a Washington municipal corporation

By: _____

Its: _____

Dated: _____

BUYER'S ACKNOWLEDGMENT

Buyer hereby acknowledges that:

A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this statement are made only by Seller and not by any real estate licensee or other party.

C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Buyer, except to the extent that real estate licensees know of such inaccurate information.

D. This information is for disclosure only and is not intended to be a part of the written agreement between Buyer and Seller.

E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Buyer's signature.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. BUYER MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME BUYER ENTERS INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

BUYER:

KING COUNTY, a political subdivision of the State of Washington

By: _____

Its: _____

Dated: _____

EXHIBIT E

**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 830 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

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

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

Dated this ___ day of _____, 20__.

King County, Transferor:

By: _____
Name: _____
Title: _____

EXHIBIT F

Access Agreement

DocuSign Envelope ID: C81A30AD-7D6C-4EED-B03A-036B41BEE089

ACCESS AGREEMENT

This ACCESS AGREEMENT ("Agreement"), dated for reference purposes, _____, is entered into by and between the PORT OF SEATTLE, a Washington municipal corporation (the "Port"), AMERICAN BEST TRUCKING LLC, a Washington corporation ("Lessee"), and KING COUNTY, a political subdivision of the State of Washington through its WASTEWATER TREATMENT DIVISION, whose address is 201 S. Jackson St. #505 Seattle, WA 98104 ("King County").

RECITALS

WHEREAS, the Port owns certain property located at the corner of SW Michigan St. and 2nd Ave. SW, the southeast corner of what is commonly known as Terminal 115 ("the Premises") as shown in Exhibit A; and

WHEREAS, the Port and Lessee entered into a lease ("Lease") dated October 28, 2016, and the lease was amended on November 30, 2016 via the First Amendment allowing Lessee to use approximately 50,000 square feet of yard space as shown in Exhibit A, and then the Lease was amended again on June 11, 2020 via the Second Amendment extending the lease term until October 31, 2021, beyond which, the lease will be on month-to-month holdover status until further notice to Lessee; and

WHEREAS, the Port and The Boeing Company ("Boeing") are parties to an agreed order ("Order") with the Washington State Department of Ecology ("Ecology") pursuant to the state Model Toxics Control Act ("MTCA"), executed on July 6, 2020, which requires specific notification and reporting requirements with the State; and

WHEREAS, King County has requested permission of the Port to enter upon the Premises for the sole purpose of conducting site investigative work including drilling monitoring wells, collecting soil and groundwater samples and temporarily storing investigation waste in drums in preparation for the proposed construction of the West Duwamish CSO Control Project (collectively "the Work") as generally described in Exhibit B;

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Grant of Access.** The Port and Lessee hereby grant to King County and its designees, a right to access and use the Premises in furtherance of the Work described in Exhibit B.
 - 1.1 Designees shall mean a party's employees, agents, contractors, subcontractors, or other designees whom the parties have engaged to perform activities authorized by this Agreement on the Premises.
2. **Term of Agreement.** The access to the Premises granted above by Port and Lessee to King County shall be for two (2) years or until the expiration or termination of the Purchase and Sale Agreement dated _____ entered into between the Port and King County, whichever is later, unless the Termination Date is extended in writing by the parties. The term shall begin on the date when all three parties' signatures have been obtained. The term shall not be extended without prior

written approval of the Port, email is acceptable.

3. **Access.** Except as specifically accompanied by Port or Lessee representative(s), King County's access to the Premises shall be limited to the hours of 7:00 a.m. to 7:00 p.m., daily. King County shall notify the Port and Lessee at least five (5) working days, with the exception of sampling activities (see Section 6), in advance of any planned entry by King County onto the Premises to carry out the Work (or any portion of it). Such notice shall state the portion(s) of the Work to be performed, the persons who will perform those portion(s) of the Work, and the time during which such persons shall be on the Premises. The Port and Lessee shall have the right to be present during and to observe all of King County's activities at the Premises. The rights granted to King County by this Agreement shall not extend to any other portion of the Premises without the Port's prior written consent. Key tasks associated with the Work as well as the space needs and the number of estimated days of impact on current use of the Premises are listed in Exhibit C. King County shall use good faith efforts to minimize disruption of access during days impacting the current use and operations of the Premises, and shall exercise all reasonable efforts to ensure that any activities on the Premises shall not result in permanent damage or injury to the property of Port or Lessee.
4. **Access Fee.** King County shall pay the Port an access fee of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) prior to commencing the Work described in Exhibit B and Exhibit C (Work Activities). In addition, King County shall coordinate with the Lessee, American Best Trucking LLC, to schedule the Work Activities at a time that works best for both parties and ensure that Lessee's use of the Premises is not significantly negatively impacted and any onsite movement of trucks, chassis and/or containers to allow access to monitoring wells shall be communicated at least 5 working days ahead.
5. **No Additional Work; Limitations; Requirements.**
 - 5.1 King County shall not, except as allowed by the Port in writing, perform any additional activities or work in addition to or different from the Work set forth herein. King County may not engage in, nor shall the Work be construed to include the authority to engage in any destructive testing.
 - 5.2 King County shall, upon request by the Port, provide the Port with split samples of any and all samples that King County obtains pursuant to this Agreement. The Port shall provide all containers and other materials necessary for receiving such split samples.
 - 5.3 King County shall provide the Port with copies of all data and summary reports, whether monitoring data and chemical analytical data, generated from the Work that King County conducts pursuant to this Agreement. King County shall provide the data in such form as reasonably requested by the Port.
6. **Advance Notice of Sampling.** King County shall provide ten (10) business days' advance written notice to the Port and the Lessee (the "Notice Period") before entering the Premises to conduct any sampling. Said notice shall be provided by email to the person identified in Section 19. Notices must describe the proposed activities and the precise location of those activities, identify the persons and companies who will perform the activities, and specify the desired date and time of such activities. With respect to notices pertaining to the collection or analysis of groundwater samples collected from the Monitoring Wells, King County shall provide to the Port for approval a sampling and analysis plan identifying the analyses to be conducted on the groundwater samples, the methods to

be taken to collect the samples, and the actions to be taken to validate the data generated by the samples.

7. **Performance of Work.** With accepted practices in the environmental consulting industry, King County and its designees shall perform all activities authorized by this Agreement during the Port and Lessee's normal business hours. King County and its designees shall perform all activities authorized by this Agreement in accordance with all federal, state, and local laws and regulations and using qualified environmental consulting firms and contractors, unless otherwise requested or approved by the Port. The Port may accompany, if it so elects, King County throughout the entire time when King County is on the Premises. King County and its designees shall use best efforts to perform all activities authorized by this Agreement in a manner that does not interfere with the Port and Lessee's of the Premises. While on Lessee's Premises, King County shall abide by Lessee's safety precautions at all times, but shall nonetheless be solely responsible for safe performance of all activities conducted by King County and its designees and the safety of all persons that perform such activities. In addition to any insurance or indemnity provided by King County pursuant to this Agreement, King County shall bear all costs and expense with the activities it performs under this Agreement.
8. **Availability of Samples and Results.** Upon request, King County shall, at no additional expense to the Port, provide the Port the opportunity to obtain split or duplicate samples of any sample collected pursuant to this Agreement. King County shall promptly provide to the Port all written reports, field notes, tables, summaries, quality assurance/quality control documentation and other test results (collectively, "Environmental Documents"), whether or not validated, that are prepared from sampling, monitoring, and analytical activities conducted pursuant to this Agreement. As used in the preceding sentence, the word "promptly" means within thirty (30) days after King County obtains an Environmental Document unless King County notifies the Port of circumstances preventing King County from meeting this deadline, in which case King County shall deliver the Environmental Document to the Port within sixty (60) days after King County obtains an Environmental Document.
9. **Compliance with Laws, Rules, and Regulations.** King County will carry out or cause to be carried out the Work at its sole cost and expense, in a good, workmanlike and orderly manner so as to avoid interfering with or interrupting the normal business operations and quiet enjoyment of Lessee, the Port, and other occupants of the Premises, in full compliance with all applicable governmental laws, rules, regulations, and codes. King County, at its sole cost and expense, shall obtain any and all permits, licenses, and approvals that may be required in order to make lawful King County's entry onto the premises and performance of the Work.
10. **King County Responsible for Safety and Property.** King County's activities within, on or about the Premises shall be at its sole risk, and neither the Port nor Lessee shall not be responsible for the safety of King County or its agents or employees, or for the condition or loss of any items of personal property brought onto the Premises.
11. **King County Responsible for Damages.** King County assumes full responsibility for the Work and for all damages or losses arising from King County's entry on the Premises or performance of Work suffered by King County, the Port, Lessee, or any of the parties' agents, contractors, employees, or invitees, whether such damage or loss occurs in the Premises.

11.1 King County shall not make any alterations to the Premises without the advance written

approval of the Port. If any damage is caused to the property of Lessee or the Port in the course of performance of activities undertaken pursuant to this Agreement, including without limitation, damage to any paved surface, landscaping, utilities, equipment, or structure, then King County shall, at its sole cost and expense, promptly, and as soon as reasonably practicable, take all action reasonably necessary to repair the damage and restore the property of Lessee to the condition existing before the activities commenced. As soon as King County completes any activities authorized by this Agreement, but in no event more than thirty (30) days after the Termination Date, King County shall remove all machinery, equipment, material, rubbish, waste, or other personal property on the Premises and shall restore the property of Lessee and the Premises to substantially the same condition as existed before King County conducted activities on the Premises of Lessee. King County will decommission or abandon the Monitoring Wells on Port Property to the Port's satisfaction within thirty (30) days after the Termination Date, only if the Purchase and Sale Agreement has been terminated or expired, or leave the Monitoring Wells on site per Ecology order, should there be one.

12. **Suspension of Work and Early Termination.** The Port in its discretion may suspend any or all activities being conducted by King County and its designees on the Premises under this Agreement, if it reasonably determines a dangerous condition exists or King County has breached any term or condition of this Agreement. The Port shall notify King County no less than five (5) days before suspending the activities if circumstances allow and as soon as reasonably practicable in all other circumstances. King County and its designees shall not resume any suspended activities until it obtains the approval of the Port.
13. **Termination.** The Port may terminate this agreement only if King County is in material breach of this agreement and King County does not correct the breach within a reasonable time after receiving written notice of breach by the Port. This Agreement shall terminate, without further action of the parties, upon the expiration or termination of the Purchase and Sale Agreement dated _____ entered into between the Port and King County (the "Termination Date"), unless the Termination Date is extended in writing by the parties. The obligations set out in Sections 7, 10, 11, 12, 14, 15, 17, 18, 19 and 25 shall be continuing and shall survive termination or expiration of this Agreement.
14. **Environmental.** King County agrees to comply with all applicable rules and regulations of the Port pertaining to the Premises in existence or hereafter promulgated for water quality and pollution prevention, for the general safety and convenience of the Port; its various tenants, invitees, and licensees; and the general public. King County further agrees to comply with all applicable federal, state and municipal laws, ordinances and regulations, including, without limitation, those relating to environmental matters. "Law or Regulation" as used herein shall mean any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction), now or hereafter in effect. "Hazardous Substances" as used herein shall mean any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Law or Regulation.
15. **Hazardous Substances.**
 - 15.1. **Hazardous Substances.** King County shall not allow the release of any Hazardous Substances into adjacent surface waters, soils, underground waters, or air. Upon request, King County shall provide the Port with copies of all Safety Data Sheets (SDS), Generator Annual Dangerous Waste Reports, environmentally related regulatory permits or approvals

(including revisions or renewals) and any correspondence King County receives from, or provides to, any governmental unit or agency in connection with King County's handling of Hazardous Substances or the presence, or possible presence, of any Hazardous Substance on the Premises. If King County is in violation of any Law or Regulation concerning the use, handling, or storage of Hazardous Substances, King County shall promptly take such action as is necessary to mitigate and correct the violation.

- 15.2 King County as Generator. King County shall be the "generator" of record and shall be responsible for proper procedures applicable to generation, storage, characterization, and disposal of any waste, including purge volumes and decontamination fluids and materials generated by its activities under this Agreement ("Investigation Derived Waste" or "IDW"), and shall remove all IDW from the Premises at the end of each workday or within one (1) month following the last sampling efforts described in this agreement.
- 15.3 Environmental Indemnity. In addition to all other indemnities provided in this Agreement, King county agrees to defend, indemnify and hold the Property Owner, the Port and Lessee free and harmless from any and all claims, causes of action, regulatory demands, liabilities, fines penalties, losses, and expenses, including without limitation cleanup or other remedial costs (and including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) arising from King County's handling or disposal of any Hazardous Substance on the Premises made, commenced, or incurred during the term of this Agreement.

16. No Liens. King County shall not permit any lien to stand against the Premises leased to Lessee for any activity authorized by this Agreement. King County shall remove any such lien at its expense within ten (10) business days after Lessee notifies King County of any such lien.

17. Insurance.

17.1 King County maintains a fully funded Self-Insurance program for the protection and handling of King County's liabilities including injuries to persons and damage to property including liabilities from automobile use. The Port acknowledges, agrees and understands that King County is self-funded for all of its liability exposures. King County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this King County shall submit to the Port, prior to any work or access on site, documentation that King County is financially sound to the extent it can meet current and future anticipated claim obligations. King County's contractors' and subcontractors shall maintain the following insurance as follows:

17.1.1 Contractor and all Sub-Contractor's shall procure and maintain insurance in the following minimum form and limits. All deductibles or self-insurance retentions are the responsibility of the Contractor. Contractor may meet required insurance limits through a combination of primary and umbrella or excess insurance. Any insurance the Port may carry will apply strictly on an excess basis over any applicable insurance the Contractor may carry. Coverage shall not lapse or be terminated without the insurer's written notification to the Port, delivered by mail, not less than thirty (30) days prior to any such lapse or termination. Where identified below, Contractor shall submit endorsements (Additional Insured Endorsement) along with a Certificate of Insurance. Contractor shall provide evidence of insurance on each insurance renewal date, throughout the duration of the Contract.

17.1.2 Commercial General Liability insurance on ISO Form CG 00 01 10 01 (or equivalent)

for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The insurance shall cover liability arising from premises, operations, products completed operations, and liability assumed under an insured contract. The Contractor's insurance shall be primary and non-contributory with respect to any insurance the Port carries and apply separately to each insured. Port shall be named as an additional insured for all work arising out of Contractor's work, using ISO Form CG 20 26 or an equivalent endorsement approved by the Port. Contractor and Sub-Contractors shall provide endorsements to go with the Certificate of Insurance for each of the following:

17.1.2.1.1 Additional insured endorsement – ongoing work;

17.1.2.1.2 Waiver of subrogation;

17.1.2.1.3 Primary and non-contributory coverage.

17.1.3 Automobile Liability Insurance shall be provided in an amount no less than the following on a combined single limit basis for bodily injury and property damage using ISO Form CA 00 01 (or equivalent). The Port shall have a waiver of subrogation submitted to it from the Contractor's insurance company; or the Port shall be included as an additional insured on the automobile policy. Coverage is to extend coverage to all "owned, non-owned, hired, leased, and borrowed automobiles" (as defined on ISO Form CA 00 01). The limit of insurance shall be no less than \$1,000,000 per occurrence for all driving other than on the airfield at Seattle-Tacoma International Airport.

17.1.4 Contractor's Pollution liability coverage shall be provided for sudden and accidental incidents involving hazardous, toxic, biological, mold, and other pollution related materials. Coverage in the amount of not less than \$ 1 million per occurrence/per claim is required. The Port shall be an additional insured on this policy and evidence validating that the Port is an additional insured shall be submitted prior to contract inception. Submission of an insurance certificate that states the Port is an additional insured for this coverage is not acceptable by itself. The actual policy or endorsement that identifies the Port as an additional insured must be submitted to the Port.

17.2 Contractor is responsible for complying with the Washington State laws that pertain to industrial insurance (Reference Revised Code of Washington, Title 51 Industrial Insurance) for its employees. Contractor shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Contractor's worker compensation account prior to commencing work, including those Contractors who are qualified self- insurers with the State.

18. Indemnification. The Port and Lessee, including their officers, employees and agents, shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by King County or by others, including but not limited to all persons directly or indirectly employed by King County, or any agents, contractors or subcontractors of King County, as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) whatsoever related in any way to the Premises and the areas adjacent thereto, or related in any way to King County's use of the Premises and of areas adjacent thereto.

King County shall defend, fully indemnify and hold and save the Port and Lessee, including their respective officers, employees and agents harmless from and against any and all liability or expenses (including attorneys' fees, costs, and all expenses of litigation) in connection with any such items of actual or alleged injury or damage, except to the extent that such injury or damage is caused by the negligence or willful misconduct of the Port or Lessee. To the extent that this Agreement is construed to be subject to RCW 4.24.115, and where the injury or damage arises from the concurrent negligence of the Port and/or Lessee, on the one hand, and King County on the other, King County's indemnity will only extend to its negligence.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS PROVISION IS THE PRODUCT OF MUTUAL NEGOTIATION. The obligations under this Section 18 shall survive the expiration or any earlier termination of this Agreement.

- 19. Notices.** All notices and communications regarding this Agreement, including those sent in order to commence the running of the Notice Period, shall be effective when delivered to the parties pursuant to this Section 19. Notices shall be sent via certified mail, return receipt requested, or electronic mail. Contact information for the parties is as follows:

King County

Robert R. Gilmore
King County Wastewater Treatment Division
Real Property Agent IV
(206) 477-5408
KSC-NR-0505
201 South Jackson Street
Seattle, WA 98104
Robert.Gilmore@kingcounty.gov

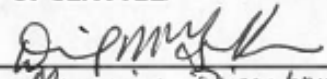
Port of Seattle

Lily Ninburg
Portfolio & Asset Management
Port of Seattle
PO Box 1209
Seattle, WA 98111-1209
Ninburg.L@portseattle.org


20. **No Admission.** Nothing in this Agreement shall constitute an admission of fact, responsibility, fault, or liability of any kind, including without limitation an admission by any party of responsibility for any portion of contamination, if any, on the Premises, or constitute a waiver or limitation of any legal claim or defense available to any party. The execution of this Agreement shall not be construed or deemed acquiescence in, or acknowledgement or approval of the adequacy or sufficiency of the results of sampling conducted pursuant to this Agreement, or any conclusion or recommendation based upon such sampling.
21. **Relationship of Parties and Enforceability by Third Parties.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other association between the parties. This Agreement is not intended for any third party's benefit and is not enforceable by any third party.
22. **Reservation of Rights.** Nothing in this Agreement shall constitute or be construed as a waiver or compromise by any party of any right, claim, or cause of action under any state or federal statute, regulation or rule, or common law, including without limitation any right of the Port to seek contribution or damages relating to any hazardous substances, waste, or contamination found on, above, near, under or about the Premises or any other property.
23. **No Interest in Premises.** This Agreement constitutes a limited, nonexclusive license only and does not convey any right, title, or interest in, on, the Premises. Nothing in this Agreement shall constitute a landlord/tenant or similar relationship.
24. **Parties Bound and Assignment.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns. No party may assign this Agreement without the other parties' prior written consent, which may be denied for any reason or no reason.
25. **Waiver, Full Compliance, and Severability.** The waiver of performance of any covenant, term, or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. Neither failure of King County to comply with any or all of the terms, conditions, and requirements of this Agreement, nor the failure to secure any authorization, approval, or agreement as may be necessary to comply with or carry out the terms and provisions of this Agreement, shall be construed to limit or relieve King County from any of its obligations under this Agreement. If a court determines any provision of this Agreement is invalid or otherwise unenforceable, all remaining provisions shall remain in full force and effect.

26. **Captions and Article Numbers.** The captions in this Agreement are only for convenience and in no way define, limit, construe or describe the scope or intent of this Agreement.
27. **Entire Agreement.** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties concerning the matters addressed in this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this Agreement. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties or unless reduced to writing and signed by all parties.
28. **Applicable Law, Venue, and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington and venue for any action relating to this Agreement shall be in a court of competent jurisdictions in King County, Washington. In an action to enforce the terms of this Agreement, the prevailing party shall be entitled to a reasonable sum for attorneys' fees, witness fees, and other costs and expenses, both at trial and on appeal, and in any administrative action or proceeding.
29. **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all parties, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the parties. An email copy of an original signature shall be deemed to have the same force and effect as the original signature.

PORT OF SEATTLE

BY: 
ITS: Managing Director

KING COUNTY, WASTEWATER
TREATMENT DIVISION

BY: 
ITS: Environmental Programs Supervisor

AMERICAN BEST TRUCKING LLC

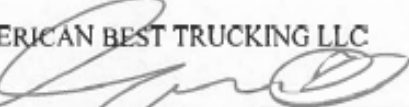
BY: 
ITS: Samuel Mekuria

EXHIBIT A: The Premises
Approximately 50,000 SF of Yard Space Leased to American Best Trucking LLC



Exhibit B: The Work

- Installation and development of approximately five (5) additional groundwater monitoring wells in the locations illustrated on the map below as MW-4, MW-5, MW-6, MW-7 and MW-8.
- Collection and laboratory analysis of soil samples from the new borings.
- Collection and laboratory analysis of groundwater samples from the new monitoring wells and existing monitoring wells.
- Collection of data from transducers currently installed in the existing wells, illustrated as MW-1 and MW-2 on the attached map
- Collection of groundwater samples from the existing and new wells.
- If the County needs to install additional borings and/or conduct additional investigations on the site, then the County will send a map illustrating the location of the additional boring(s) and SOW for the Port to review and approval.



Exhibit C: Key Tasks of Proposed Site Investigative Work

#	Key Tasks of Proposed Site Investigative Work	Space Needs	Timeline	Days of Impact & Disruptions to Tenant Use	Notes and Comments	
1	Initial access and site visit to...	...around parked tenant trucks as long as proposed monitoring wells locations are not blocked	2-3 wks from eff. access date	1	1 field scientist	
	Mark boring locations					
	Mark utility locations					
2	Assess space needs and considerations for drill rig & drilling wells	Premises need to be mostly fully vacated for 2 days for... drilling and well development	...for a large, truck-mounted drill rig and 2 support trucks	1 wk after initial site access	4	1 field scientist, 1 private utility locator, 3-4 drillers
3a	Groundwater sampling and surveying (initial)	...areas around each well cleared and 1 vehicle	1 wk after wells drilled	1	1 field scientist, 2 subcontractors	
3b	Groundwater sampling and surveying (follow-up samples)	...areas around each well cleared and 1 vehicle	3 mo after wells drilled	1	1 field scientist, 2 subcontractors	
4	Identify space & location on site for short-term storage for... storing drums containing soil and groundwaterspoils from site investigation and a truck	...18-21 drums & 1 mid- to large-size truck near the location of the drums	4-6 wks after drilling is completed	10	1-2 personnel on site for loading and removal of drums.	

**Tasks and scope in Exhibit B and Exhibit C may be modified to include additional borings/wells and/or conduct additional sampling and investigations on the Premises. Should the tasks and scope need to be modified, King County shall send a map illustrating the location of the additional borings/wells and a written scope to the Port representative identified in Section 19 (Notice) for review and approval, email is acceptable.*