



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 19, 2001

Ordinance 14133

Proposed No. 2001-0302.1

Sponsors Nickels and Pelz

1 AN ORDINANCE authorizing execution of the purchase
2 and sale agreement between King County and the Allied
3 Trades Joint Training Center.
4
5

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. The county executive is hereby authorized to execute the purchase
8 and sale agreement and the first addendum in substantially the form of the agreement that
9 is Attachment A to this ordinance.

10 SECTION 2. The appropriate county officials, agents and employees are hereby
11 authorized to take all actions necessary to implement the agreement and all actions
12 previously taken by county officials, agents and employees consistent with the terms and
13 purposed of the agreement are hereby ratified, confirmed and approved.

14 SECTION 3. If any one or more of the covenants or agreements provided in this
15 ordinance to be performed on the part of the county shall be declared by any court of
16 competent jurisdiction to be contrary to law, then such covenants or covenants,
17 agreement or agreements, shall be null and void and shall be deemed separable from the

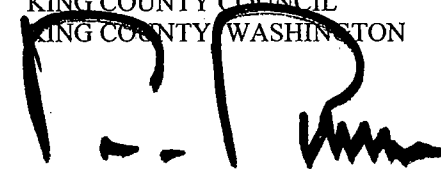
Ordinance 14133

18 remaining covenants and agreements of this ordinance and shall in no way affect the
19 validity of the other provisions of this ordinance or of the agreement.
20

Ordinance 14133 was introduced on 6/11/01 and passed by the Metropolitan King
County Council on 6/18/01, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. McKenna, Ms.
Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms. Hague, Mr. Thomas and
Mr. Irons
No: 0
Excused: 2 - Mr. Phillips and Mr. Pelz

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



Pete von Reichbauer, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 22 day of June, 01.



Ron Sims, County Executive

Attachments A. Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

2001 302

14133

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of May 15, 2001, by and between **KING COUNTY**, a municipal corporation and a political subdivision of the State of Washington ("Seller"), and the **ALLIED TRADES JOINT TRAINING CENTER, INC.**, a Washington non-profit corporation, wholly owned by the **WESTERN WASHINGTON PAINTERS & ALLIED TRADES APPRENTICESHIP AND TRAINING TRUST FUND**, a 501-c-3 non-profit ERISA and Taft-Hartley Trust Fund located in the State of Washington ("Purchaser").

RECITALS

A. Seller is the owner of that certain real property containing approximately 7.83 acres, commonly known as the Olson Place and Myers Way Property, which is located at 9000 Olson Place SW, Seattle, Washington (the "Olson-Myers Property") and is more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. As a condition of this sale, the Olson-Myers Property is to be subdivided into two parcels: one of which will be transferred to Purchaser, pursuant to the terms of this Agreement (the "Surplus Property") and one of which shall be retained by Seller (the "Retained Property") in accordance with the Site Plan attached hereto as Exhibit B and incorporated herein by this reference. The Site Plan shows the Olson-Myers Property (outlined in pink), the Retained Property, (outlined in blue), and the Surplus Property (outlined in green).

B. Purchaser is a non-profit ERISA/Taft-Hartley Trust whose mission is to provide trades training for those crafts under the aegis of the International Union of Painters and Allied Trades. The Trust oversees state recognized apprenticeship training programs in painting, drywall finishing, floor covering and glazing plus providing ongoing journeyman training through safety and skills classes. Purchaser wishes to purchase the Surplus Property, which is more particularly described in Exhibit C, attached hereto and incorporated by reference.

C. The Surplus Property has been declared surplus by Seller in accordance with Ordinance Nos. 12394, subject to the retention of the Retained Property, existing utilities, off-street transit passenger loading facilities and ingress and egress to the Retained Property by Seller and transit users. The Retained Property is more particularly described in Exhibit D, attached hereto and incorporated by reference for the purpose of having the Surplus Property developed as an apprenticeship and journeyman training facility.

D. On January 4, 2000, King County issued a Request For Proposals ("RFP"), to purchase and develop a portion of the Olson-Myers Property for commercial purposes, which will provide for jobs with living wages.

E. Based on the selection criteria set forth in the RFP, the County's selection committee chose the Purchaser's proposal.

F. On _____ the King County Council passed Ordinance No. ____ which authorized the King County Executive to execute this Agreement and execute the other necessary documents to sell the Surplus Property to Purchaser.

G. Seller wishes to transfer its right, title and interest in the Surplus Property to Purchaser and Purchaser wishes to acquire said interest upon the terms and conditions contained herein.

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 and upon the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, transfer and deliver to Purchaser on the Closing Date (as hereinafter defined) and Purchaser shall buy, assume and accept from Seller on the Closing Date the following assets and properties:

(a) All of the Seller's right, title and interest in the Surplus Property described in **EXHIBIT C**, subject only to Permitted Exceptions (as hereinafter defined);

(b) All of Seller's right, title and interest in improvements and structures located on the Surplus Property, if any;

(c) All of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Surplus Property;

(d) All of Seller's tenements, hereditaments, easements and rights appurtenant to the Surplus Property including but not limited to, all of the Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Surplus Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals and permits affecting the Surplus Property, subject to the retention by Seller of such tenements, hereditaments, easements and rights as are necessary for the improvement and operation of the Retained Property.

Hereinafter, the foregoing are collectively referred to as the "Purchased Assets."

ARTICLE 2.
PURCHASE PRICE

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Purchaser shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price of Two Million and no/100 Dollars (\$2,000,000.00) (the "Purchase Price"). The amount of five thousand dollars (\$5,000.00) has already been received from the Purchaser and is being held as a deposit by the Seller. An additional forty-five thousand dollars (\$45,000.00) shall be paid by the Purchaser to the Seller upon the mutual execution of this Agreement, for a total of fifty thousand dollars (\$50,000.00) to be held by the Seller until the Closing Date. The balance of one million, nine hundred fifty thousand dollars (\$1,950,000.00) shall be paid by the Purchaser to the Seller upon Closing.

2.2 ALLOCATION OF PURCHASE PRICE. Seller and Purchaser agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimus*.

ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE PARTIES

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

3.1.1. Organization of Seller. The Seller is a municipal corporation and political subdivision of the State of Washington.

3.1.2. Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by the Seller (i) is within the municipal powers of the Seller, (ii) has been duly authorized by all necessary municipal action, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller or the authorizing legislation of Seller. No other action is or was required to be taken by Seller or any council, board or agency thereof, to permit the execution, delivery or performance of this Agreement. This agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

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

3.1.4. Assessments. There is no pending, or to the best of Seller's knowledge, contemplated local improvement district or other special assessment or charge with respect to the Olson-Meyers Property except as may be disclosed in the Title Commitment described below.

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

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

3.1.7. Contracts. There are no other contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Olson-Meyers Property or any portion thereof.

3.1.8. Future Agreements. From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed:

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

(ii) sell, dispose of or encumber any portion of the Surplus Property;

3.1.9. Maintenance of the Property. Seller shall continue to maintain the Olson-Meyers Property in compliance with all applicable laws and pay all costs of the Olson-Meyers Property with respect to the period prior to Closing, except as provided herein.

3.1.10. Condition of the Property. Seller has not intentionally withheld any material information concerning environmental matters with respect to the Olson-Meyers Property. To the best of Seller's knowledge (i) the materials provided to Purchaser do not contain any materially misleading statements of fact or omissions of fact concerning Seller's use of the Olson-Meyers Property; (ii) there has been no generation, treatment, storage, transfer, disposal or release of Hazardous Substances on the Olson-Meyers Property at any time during Seller's ownership or use thereof; (iii) there are no underground storage tanks on the Olson-Meyers Property nor have underground storage tanks been removed from the Olson-Meyers Property; and (iv) Seller is not aware of any facts which would lead it to believe that there are any Hazardous Substances on the Olson-Meyers Property. For purposes of this Agreement, the term Hazardous Substances shall mean: "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA");

“hazardous waste” as defined by the Resource Conservation and Recovery Act of 1976 (“RCRA”) as amended; hazardous wastes, hazardous materials, hazardous substances, toxic waste, toxic materials, or toxic substances as defined in state or federal statutes or regulations; asbestos-containing materials, polychlorinated biphenyls; radioactive materials, chemicals known to cause cancer or reproductive toxicity; petroleum products, distillates or fractions; any substance the presence of which is prohibited by statute or regulation; and any substance for which any statute or regulation requires a permit or special handling in its use, collection, storage, treatment or disposal.

3.1.11. Assistance with Due Diligence. Seller shall fully and promptly cooperate with Purchaser’s due diligence activities; provided that such cooperation is at no additional expense or liability to Seller. Seller shall promptly deliver to Purchaser all documents and materials concerning the Olson-Meyers Property, which Purchaser may reasonably request during the Due Diligence Period (as defined in Section 5.2) that are in Seller’s possession or control, and shall execute any documents reasonably required (but at no liability to Seller) to obtain utility extension agreements, easements, dedications, zoning reclassifications, filing of master use permit applications, filing of plats, or filing of construction permits. Purchaser shall have the right to apply for and obtain all approvals, variances and permits necessary for development of the Project. Seller shall send a representative to attend public hearings with regard to the Project.

3.2. REPRESENTATIONS AND WARRANTIES OF PURCHASER. Purchaser represents and warrants as follows:

3.2.1 Organization. Purchaser is a non-profit Washington State corporation, validly existing and in good standing under the laws of the State of Washington, and is wholly owned by the Western Washington Painters & Allied Trades Apprenticeship and Training Trust Fund, a 501-c-3 non-profit ERISA and Taft-Hartley trust fund, validly existing and operating in accordance with all applicable laws. Purchaser has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

3.2.2. Execution, Delivery and Performance of Agreement, Authority. The execution, delivery and performance of this Agreement by Purchaser (i) is within the powers of the Purchaser as a non-profit Washington corporation and as a non-profit ERISA and Taft-Hartley trust fund, (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the corporation and the trust fund, and (iii) does not and will not (a) require the consent or approval of any other party or person or (b) violate any provision of any law, rule, regulation, order, writ, judgement, decree or award to which the Purchaser is a party or which is presently in effect and applicable to Purchaser.

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

3.2.4. Full Disclosure. No representation or warranty by Purchaser in this Agreement or in any instrument, document, certificate or statement furnished to Seller pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact.

3.2.5. Condition of Property. Purchaser acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Purchaser deems necessary in connection with its purchase of the Purchased Assets, and that, as of the date hereof, Seller has provided Purchaser with copies of all reports in Seller's possession that have been reasonably requested by Purchaser. Upon waiver or satisfaction by Purchaser of its contingencies pursuant to Article 5, Purchaser will be deemed to have approved the physical condition of the Surplus Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Surplus Property and the compliance or noncompliance of the Surplus Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Purchaser acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Purchaser shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Surplus Property, without regard to whether such defect or deficiency was discovered or discoverable by the Purchaser or Seller.

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

ARTICLE 4. TITLE MATTERS

4.1. TITLE. Seller shall deliver to Purchaser good and marketable title, free and clear of all liens, defects and encumbrances except the Permitted Exceptions.

4.1.1. Title Commitment. Seller shall, as soon as possible and not later than five (5) days from the date hereof, cause to be furnished to Purchaser a current ALTA form of commitment for an owner's extended policy of title insurance (the "Title Commitment") issued

by Chicago Title Insurance Company (the "Title Company"), describing the Surplus Property, listing Purchaser as the prospective named insured and showing as the policy amount the total Purchase Price for the Surplus Property. At such time as Seller causes the Title Commitment to be furnished to Purchaser, Seller shall further cause to be furnished to Purchaser legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Surplus Property.

4.1.2. Survey. Prior to the expiration of the Due Diligence Period (as defined in Section 5.2), Purchaser shall cause to be prepared and furnished to the Title Company and Seller a survey (the "Survey") of the Olson-Myers Property, describing separately the Surplus Property and the Retained Property, said Survey to be prepared by a licensed public surveyor. The Survey shall be certified to Seller, Purchaser's Lender and the Title Company, shall be satisfactory to the Title Company so as to permit it to issue an owner's extended coverage title policy covering the Surplus Property, identify the Surplus and Retained Properties by legal description and shall set forth the number of square feet contained within the Surplus and Retained Properties, show all natural monuments, existing fences, drainage ditches and/or courses, flood plain limits, any building or other site improvements and/or objects, any rights-of-way for streets, existing driveways, alleys or highways, easements and other restriction lines existing and/or proposed which shall affect any portion of the Surplus and Retained Properties.

4.1.3. Review of Title Commitment and Survey. Purchaser shall have until fourteen (14) days after receipt of the last of the Title Commitment and the Survey (the "Review Period") in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment or Survey and of any title insurance endorsements required by Purchaser. Any exceptions or other items that are set forth in the Title Commitment or the Survey and to which Purchaser does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Purchaser does object within the Review Period, Seller shall notify Purchaser within ten (10) days after Seller receives Purchaser's notice of objections of any exceptions to title or items on the survey which Seller is not able to remove or otherwise resolve and any endorsements that Seller is not able to provide following Purchaser's request within the Review Period, and Purchaser may, at Purchaser's option, either waive the objections not cured or Purchaser may terminate this Agreement by notice to Seller. Notwithstanding the foregoing, all encumbrances and easements affecting the Surplus Property deemed necessary by Seller to improve and operate a park and ride lot on the Retained Property shall be deemed Permitted Exceptions. All monetary liens or encumbrances shall be paid by Seller at Closing.

4.2. OWNER'S TITLE INSURANCE POLICY. At the closing, Seller shall provide Purchaser an owner's policy of title insurance issued by Title Company in the full amount of the purchase price, effective as of the closing date, insuring Purchaser that the fee simple title to the Surplus Property is vested in Purchaser, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Purchaser as provided herein, and to any other matters approved in writing by Purchaser. 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 Purchaser, to issue the policies in the form required by this section.

4.3. CONVEYANCE. Seller shall convey to Purchaser the title to the Surplus Property by statutory warranty deed in the form attached hereto as **Exhibit E**, subject only to the Permitted Exceptions. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, building or zoning regulations or provisions and all encumbrances and easements affecting the Surplus Property deemed necessary by Seller to improve and operate a park and ride lot on the Retained Property shall be deemed Permitted Exceptions.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE PERIOD. The obligations of Purchaser under this Agreement are subject to the satisfaction of the contingencies set forth in this Article 5. In the event any one or more of the contingencies herein set forth is not satisfied within the period set forth below for such contingency ("Due Diligence Period"), Purchaser may terminate this Agreement upon written notice to Seller on or before the expiration of the Due Diligence Period, and neither party shall have any further rights or obligations to the other hereunder. Purchaser shall be the sole judge as to whether the contingencies shall have been satisfied.

5.2. INSPECTIONS AND FEASIBILITY. The condition of the Surplus Property for Purchaser's contemplated use and the feasibility of such use shall meet the approval of Purchaser, in Purchaser's sole discretion. The Due Diligence Period for this contingency shall be one hundred eighty days following the date of mutual execution of this Agreement. During the Due Diligence Period, Purchaser, its designated representatives or agents shall have the right at Purchaser's expense to (i) perform necessary civil, landscape, structural, electrical, and plumbing inspections; (ii) obtain necessary DCLU permits; (iii) obtain a Phase I, and if indicated by Phase I reports, a Phase II Environmental Assessment on the Surplus Property; (iv) examine all due diligence materials that Purchaser may reasonably request from Seller; (v) determine to its satisfaction whether approvals, permits and variances for the Project can be obtained under applicable land use and zoning codes for Purchaser's proposed development of the Project on the Surplus Property; (vi) and determine whether Purchaser's proposed development of the Project is economically feasible.

5.3. FINANCING. This Agreement is contingent upon (i) Purchaser obtaining, by thirty days prior to the Closing Date, a written commitment or commitments for financing the development of the Surplus Property on terms satisfactory to Purchaser in Purchaser's sole discretion, and (ii) Purchaser obtaining, by the Closing Date, the proceeds of the financing referenced in clause (i) of this paragraph 5.3.

5.4. RIGHT OF ENTRY. Purchaser and Purchaser's designated representatives or agents shall have the right to enter the Olson-Meyers Property and conduct the tests,

investigations and studies set forth in this Article 5. Notwithstanding anything to the contrary herein, invasive tests of the Olson-Meyers Property such as drilling or excavation shall be subject to Seller's prior written approval, which shall not be unreasonably denied.

5.5. SITE DEVELOPMENT PLAN. By thirty days prior to the Closing Date, Purchaser will have prepared and submitted to Seller a site development plan, to be attached hereto as Exhibit F, which will include at least the following elements: (i) for the Surplus Property, all proposed training facility building locations and easement descriptions for the easements enumerated in Exhibit G, (ii) the lot line adjustment with accompanying legal descriptions for the Surplus and Retained Property, approved by the City of Seattle, and the description of the physical barrier, if any, between the two properties; (iii) for the Retained Property, description and location of utilities, stormwater detention and conveyance facilities, coach and auto access points to and circulation within the park and ride facility, location of the 100 retained park and ride stalls around the existing loading platforms, timetable for completion of the park and ride facility and location of interim park and ride facilities, if necessary, during construction; and (iv) an operations and maintenance agreement for utilities on both properties. The easements described above in 5.5 (i) and all elements enumerated in 5.5 (ii) through (iv), inclusive, must be approved by Seller.

5.6. COUNCIL APPROVAL. This Agreement is executed by Buyer and Seller, subject to approval by the King County Council.

ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING

6.1 CONDUCT, NOTICE OF CHANGE. Seller covenants that between the date hereof and the Closing, Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and 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 Purchaser prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing Date.

ARTICLE 7. COVENANTS OF PURCHASER PENDING CLOSING

7.1 CONDUCT, NOTICE OF CHANGE. Purchaser covenants that between the date hereof and the Closing, Purchaser shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the

Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Purchaser 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. Purchaser shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing Date.

ARTICLE 8. CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATIONS

All obligations of Purchaser hereunder are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

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

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

8.3. OBLIGATIONS. ALL OBLIGATIONS REQUIRED BY THE TERMS OF THIS AGREEMENT TO BE PERFORMED BY SELLER AT OR BEFORE THE CLOSING SHALL HAVE BEEN PROPERLY PERFORMED IN ALL MATERIAL RESPECTS

8.4. TITLE. Any and all matters shown or referred to in the Title Commitment to which Purchaser has objected within the time specified in Section 4.1, shall have been cured by Seller, unless such objections have been waived by Purchaser. The Title Company is irrevocably committed to issue an owner's extended coverage policy of title insurance containing no exceptions other than the Permitted Exceptions.

8.5 APPROVAL OF COUNSEL. Seller's and Purchaser's respective counsels shall have approved this document as to form as evidenced by each such counsel's signature on this Agreement.

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

8.7. CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT. Seller and Purchaser will enter into a Construction, Operation and Reciprocal Easement Agreement (the "REA") providing for the development, operation, use, repair and maintenance of shared utilities and roadways. Seller and Purchaser agree that Exhibit G attached hereto sets forth substantially all of the terms and conditions

of the REA, to be subsequently prepared, which are applicable to the Retained Property. Seller and Purchaser will not unreasonably withhold their consent to the terms of the REA.

ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Purchaser shall exert its best efforts to cause each such condition to be so fulfilled:

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

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

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

9.4 BOUNDARY LINE ADJUSTMENT. A boundary line adjustment substantially identical to the Site plan has been approved for recording by governmental authorities, which legally separates the Surplus Property from the Retained Property. Purchaser shall have the responsibility for securing said boundary line adjustment at its sole cost and expense. Recording of the same shall be at Closing.

ARTICLE 10. CLOSING

10.1. CLOSING/CLOSING DATE. The Closing shall take place on December 31, 2001, or such earlier date as may be mutually agreed upon by the parties ("Closing Date"). Upon execution of this Agreement, the parties agree to set up an escrow account with Chicago Title Insurance Co. (the "Escrow Agent"). The Escrow Agent shall serve as closing agent for the transaction contemplated herein and closing shall occur in the offices of Escrow Agent in Seattle, Washington. The title, right and interest to the Purchased Assets shall pass to Purchaser at the Closing and thereafter the risk of loss thereof shall be the responsibility of Purchaser.

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

10.2.1. Closing Costs. Seller shall pay the cost of one-half (1/2) of the escrow fee charged by the Closing Agent, the premium for an owner's standard coverage policy of title insurance, any real estate excise or other transfer tax due, if any, and its own attorneys' fees. Purchaser shall pay one-half (1/2) of the escrow fee charged by the Closing Agent, the recording fees for the deed, the additional premium for the owner's extended coverage policy of title insurance, 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. Seller is exempt by law from the payment of real property ad valorem taxes, LIDs and assessments ("Taxes") on the Olson-Meyers Property. From and after Closing, Purchaser acknowledges that it shall be liable for the payment of such Taxes on the Surplus Property and will take such steps as are reasonably necessary to cause the applicable taxes to be levied and promptly paid.

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

(a) Statutory Warranty Deed conveying the Surplus Property in the form of **Exhibit E** attached hereto.

(b) A Bill of Sale and Assignment duly executed by the Seller in the form of **EXHIBIT H**, attached hereto for the Personal Property, if any.

(c) Seller's Certificate of Non-Foreign status substantially in the form of **EXHIBIT I**, attached hereto.

10.4. PURCHASER'S DELIVERY OF DOCUMENTS AND PURCHASE PRICE AT CLOSING. At the Closing, Purchaser will deliver to Seller the following properly executed documents:

- (a) Cash or immediately available funds in the amount of the Purchase Price.
- (b) The REA, properly executed and acknowledged, as well as any other documents required by this Agreement;

ARTICLE 11. ADDITIONAL COMMITMENTS, COVENANTS, AGREEMENTS AND ARRANGEMENTS BETWEEN THE PARTIES

11.1 IMPROVEMENTS TO BE CONSTRUCTED BY PURCHASER. Purchaser shall cause to be designed, constructed, and installed upon the Surplus Property, at no cost to Seller, Purchaser's Project, a training facility for the Apprenticeship Trust. Purchaser shall have developed and will make available to Seller by the Closing date a site development plan for the training facility.

11.2. SELLER'S ASSISTANCE. Seller hereby agrees to cooperate fully with Purchaser in

all its efforts to obtain permits, variances, and approvals for the Project contemplated for the Surplus Property.

11.3. REORIENTATION OF TRANSIT AND PARK AND RIDE FACILITIES. As part of the development of the apprenticeship training facility, subject to Seller approval, after Closing, Purchaser will pay, on a one-time basis only, the reasonable costs associated with pavement resurfacing, curbs, parking stall restriping, landscaping, parking lot lighting, storm drains and sidewalks, and applicable state sales tax, necessitated by the redevelopment of the Surplus property and preservation of 100 park and ride stalls around the existing transit passenger loading platforms on the Retained Property. The work shall be done in accordance with plans, specifications and timetable approved by the Seller in conformity with the elements described in the Site Development Plan, **Exhibit F**.

ARTICLE 12. TERMINATION

12.1. TERMINATION BY EITHER PARTY. Either party may terminate this Agreement if a condition to its obligation to consummate the transactions contemplated by this Agreement as set forth in Articles 8 and 9 has not been satisfied by the Closing Date. In that event, if neither party is in default under this Agreement, the parties shall have no further obligations or liabilities to one another and all documents and funds delivered into escrow shall be returned to the appropriate party.

12.2. PURCHASER'S STANDING IN THE RFP PROCESS AFTER TERMINATION. If this Agreement is terminated under Section 12.1 or Section 5, the Purchaser shall have no further rights, obligations and recourse to the Surplus Property and shall have been deemed to have failed to perform under this Agreement and the RFP for the Surplus Property. The Seller may proceed under the guidelines outlined in the RFP which provides for the right but not the obligation of the King County Executive to accept the next highest ranked proposal.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. NATURE AND SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller and Purchaser in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller or Purchaser pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Purchaser and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and

shall not create any rights in other persons.

13.2. DEFAULT AND ATTORNEYS' FEES. In the event of default by either party to this Agreement, the non-defaulting party shall have the right to bring an action for specific performance, damages and any other remedies available to such party at law or in equity. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. In the event either party brings an action to enforce this Agreement, the prevailing party of such action shall be entitled to recover from the other party all costs incurred in connection therewith, including reasonable attorneys' fees.

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

13.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth below or at such other addresses as any parties may specify by notice to all other parties and given as provided herein:

If to Purchaser: Zenith Administrators, Inc.
201 Queen Anne Ave. N., Suite 100
Seattle, WA 98109-4896

With a copy to: Robert A. Bohrer
Ekman, Bohrer & Thulin, P.S.
220 West Mercer Street, Suite 400
Seattle, WA 98119

If to Seller: King County Property Services Division
King County Administration Building
500 Fourth Avenue, Room 500
Seattle, WA 98104

With a copy to: King County Prosecuting Attorney

Civil Division
500 Fourth Avenue, Room 900
Seattle, WA 98104

With a copy to: King County Department of Transportation
Transit Oriented Development Program
201 South Jackson St.
Seattle, WA 98104

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

13.6. 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.

13.7. BINDING EFFECT. Subject to Section 13.12 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

13.8. 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.

13.9. 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.

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

13.11. NON-MERGER. The terms and provisions of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

13.12. ASSIGNMENT. Purchaser shall not assign this Agreement or any rights hereunder without Seller's prior written consent, which shall not be unreasonably withheld.

13.13. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not

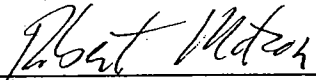
strictly for or against either party.

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

EXHIBIT A	Legal Description: Olson-Meyers Property
EXHIBIT B	Site Plan
EXHIBIT C	Legal Description: Surplus Property
EXHIBIT D	Legal Description: Retained Property
EXHIBIT E	Statutory Warranty Deed
EXHIBIT F	Site Development Plan
EXHIBIT G	Construction, Operation & Reciprocal Easement Agreement
EXHIBIT H	Bill of Sale
EXHIBIT I	Certificate of Non-Foreign Status

EXECUTED as of the date and year first above written:

PURCHASER: ALLIED TRADES JOINT TRAINING CENTER, INC., a Washington non-profit corporation

By: 

Name: Robert Mason

Title: Secretary of the Corporation

APPROVED AS TO FORM:

By: 

Robert A. Bohrer
Purchaser's Attorney

Date: May 14, 2001

SELLER: KING COUNTY

By Dave Preugschat
Dave Preugschat
Manager, Property Services Division

APPROVED AS TO FORM:

By [Signature]
Deputy Prosecuting Attorney
Date 5-15-01

APPROVED:

King County Department of ~~Community Transportation~~
~~and Human Services~~

By Paul A. Toliver
Name: PAUL A. TOLIVER
Title: Director, Dept of Transportation
Date: MAY 15, 2001

STATE OF WASHINGTON }
COUNTY OF KING } ss.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15 day of
May, 2001.

Charles E. Klaus
Printed Name Charles E. Klaus
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle
My Commission Expires 9-15-01

STATE OF WASHINGTON

COUNTY OF KING

}

ss.

On this day personally appeared before me Robert Matson, to me known to be the Secretary of ALLIED TRADES JOINT TRAINING CENTER, INC. a Washington not-for-profit corporation that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such not-for-profit corporation, for the uses and purposes therein mentioned, and on oath stated that [he/she] was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 14th day of May, 2001

Robert A. Bohrer

Printed Name Robert A. Bohrer
NOTARY PUBLIC in and for the State of Washington,
residing at Belleveue, WA.
My Commission Expires 11-14-02

