



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 30, 2018

Ordinance 18649

Proposed No. 2017-0492.2

Sponsors Upthegrove

1 AN ORDINANCE relating to the sale of the surplus
2 property located at 28411 Covington Way SE, Covington,
3 Washington, in council district nine.

4 **STATEMENT OF FACTS:**

5 For the property located at 28411 Covington Way SE, Covington,
6 Washington, located within council district nine, the facilities management
7 division completed the surplus property, affordable housing and public
8 notice requirements.

9 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

10 **SECTION 1. Findings:** The sale of this property through a negotiated direct sale
11 is authorized under K.C.C. 4.56.100.A.2. because unique circumstances make the sale in
12 the best interests of the public. Unique circumstances are present because this sale
13 implements part of a settlement agreement between King County, CTT, LLC, and Rainier
14 Wood Recyclers, Inc. to relocate a wood recycling facility out of the Snoqualmie Valley
15 flood zone to the 28411 Covington Way SE surplus property.

16 **SECTION 2.** The executive is authorized to execute a purchase and sale
17 agreement in the form of Attachment A to this ordinance, which has been executed by the
18 buyer. The purchase and sale agreement has been amended by the First Amendment to
19 Real Estate Purchase and Sale Agreement, executed on January 19, 2018, a copy of

20 which is attached as Attachment B to this ordinance. Following execution of the
21 purchase and sale agreement, the executive shall take all actions necessary to convey the
22 28411 Covington Way SE surplus property in accordance with the terms of the amended
23 purchase and sale agreement.
24

Ordinance 18649 was introduced on 1/22/2018 and passed by the Metropolitan King
County Council on 1/29/2018, by the following vote:

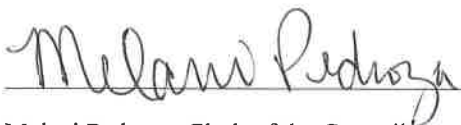
Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council



2018 FEB -9 AM 9:41
KING COUNTY COUNCIL
CLERK

RECEIVED

APPROVED this 5 day of FEBRUARY, 2018.



Dow Constantine, County Executive

Attachments: A. Purchase and Sale Agreement, B. First Amendment to Real Estate Purchase and Sale Agreement, dated January 19, 2018

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and between KING COUNTY, a political subdivision of the State of Washington (the "Seller") and CTT, LLC, a Washington limited liability company (the "Buyer"). Seller and Buyer are also each 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 in the City of Covington, King County, State of Washington, which consists of approximately 11.42 acres, commonly identified as Assessor's Parcel Number 352205-9019 and located at 28411 Covington Way SE (the "Land"), the legal description of which is attached hereto as EXHIBIT A, together with certain other property rights, all as described in Section 1.1.

B. Seller desires to sell the Land and Buyer desires to purchase the Land. The Parties agree that the sale of the Land is conditioned on the Buyer granting to Seller a utility and access easement and agreement, as further described herein, immediately after the conveyance of the Land.

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.** Seller shall sell and convey to Buyer on the Closing Date (as defined below) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller's right, title and interest in the Land as legally described in EXHIBIT A.

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

1.1.3. 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 Land ("Personal Property"); and

1.1.4. all of Seller's rights in the following appurtenant easements, subject to the rights of Seller to use the following easements as set forth in the County Utility and Access Easement (as defined below):

(a) Seller's right, title and interest in that certain Utility Easement granted to Seller, the Grantee therein, by the Grantor Covington 18 Partners, LLC, recorded on March 31, 2016 under Recording Number 20160331001641, records of King County, Washington, and amended by the Modification of Utility Easement recorded on July 19, 2017 under Recording Number 20170719000553, records of King County, Washington;

(b) Seller's right, title and interest in that certain Utility Easement granted to Seller, the Grantee therein, by Grantor Lakeside Industries Inc., recorded on April 14, 2016 under Recording Number 20160414000377, records of King County, Washington; and

(c) Seller's right title and interest in that certain Amended and Restated Easement granted to Seller, the Grantee therein, by Grantor Bonneville Power Administration, recorded on March 3, 2016, under Recording Number 20160303000920, records of King County, Washington, and amended by that First Amendment to Amended and Restated Easement recorded on June 2, 2017 under Recording Number 20170602000777, records of King County, Washington ("**Amended and Restated Easement**").

The items listed in Section 1.1.4 (a) through 1.1.4 (c) and Section 1.2 (below) are collectively referred to as the "**Utility Easements**". The items listed in Section 1.1.4 (a) through 1.1.4 (c) are collectively referred to as the "**Easements**". All of the assets and property rights listed in Section 1.1 are collectively referred to as the "**Property**."

1.2. **QUIT CLAIM OF EASEMENT INTEREST.** Seller shall also quit claim and assign to Buyer on the Closing Date in substantially the form attached hereto as **EXHIBIT F** Seller's right, title and interest in that certain Partial Assignment of Easement granted to Seller, the Grantee therein, by Grantor, Covington 18 Partners LLC, recorded on March 31, 2016 under Recording Number 20160331001642, records of King County, Washington and in the partially assigned Reciprocal Access and Utility Easement granted to Covington 18 Partners, LLC, the Grantee therein, by Grantors, Lakeside Industries, Inc. and Attu LLC, recorded on October 27, 2008 under Recording Number 20081027000329, records of King County.

1.3. **UTILITY AND ACCESS EASEMENT AND AGREEMENT.** Immediately following the recording of the Deed from Seller to Buyer, Buyer shall grant the Utility and Access Easement and Agreement in substantially the form agreed to between Buyer and Seller and attached hereto as **EXHIBIT C** ("**County Utility and Access Easement**"), granting the easement rights described therein to Seller.

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 to Seller on the Closing Date a total purchase price of Four Hundred Twelve Thousand Dollars (\$412,000.00) (the "Purchase Price").

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Land and that the value of the Personal Property, if any, is *de minimis*. The real estate excise tax affidavit filed by the Parties shall reflect this allocation.

2.3. DEPOSIT. Within two (2) business days after the Effective Date, Buyer shall deliver to First American Title Insurance Company (the "Escrow Agent"), in its capacity as the Parties' closing agent, immediately available cash funds in the amount of One Thousand Dollars and no/100 (\$1,000.00) (the "Earnest Money"). The Earnest Money shall be deposited by the Escrow Agent into a federally insured money market account, or such other investment, as may be approved by Seller and Buyer in writing. Any accrued interest will be added to the Earnest Money and collectively will be (the "Deposit"). Upon deposit with Escrow Agent, the Earnest Money shall be non-refundable except as otherwise provided for in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

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

3.1. WARRANTIES AND REPRESENTATIONS 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 political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

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 political subdivision of the State of Washington, and (ii) as of the Effective Date is, and, subject to the contingency in Section 5.2 of this Agreement, as of the Closing Date will be, duly authorized by all necessary action of the Seller's legislative 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 acting in a brokerage capacity, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement or understanding with Seller or any action taken by Seller.

3.1.4. ENCUMBRANCES. To Seller's knowledge, except for the existing lease of the Property to Buyer dated to be effective April 3, 2015 (the "Lease"), and except for (a) the Permitted Exceptions (as defined below), and (b) the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company, all as identified under Article 4 of this Agreement (the "General Exceptions"), there are no other options, leases, or other agreements with, or rights of any kind in favor of third parties, including Indian Tribes, to purchase or use the Property.

3.1.5. CLAIMS; DOCUMENTS. To Seller's knowledge, there are no existing or threatened claims, enforcement proceedings, or litigation affecting the Property, except for (1) the Complaint for Declaratory Judgment; Breach of Express Easement and Request for Injunctive Relief and Damages by Attu LLC against Bonneville Power Administration (BPA) asserting that BPA did not have the authority to grant the Amended and Restated Easement to King County (the "Attu LLC Complaint") all as set forth in the complaint attached to that certain letter dated March 17, 2016 from attorney Patrick Mullaney representing Attu LLC, to Randall Scott Lynn and Timothy Wick at BPA, and (2) the lawsuit entitled Covington 18 Partners, LLC v. Sinclair (King County Superior Court Case NO. 16-2-17509-1 KNT) (together "Easement Complaints"). Neither Seller nor Buyer shall have any liability to the other, and each hereby waives any claim against the other, for any matter related to or arising from the Easement Complaints.

3.1.6. COMPLIANCE WITH LAWS. To Seller's knowledge, during the period from February 21, 2007 until January 10, 2013, the Property was not in violation of any applicable environmental, zoning, land use, or building restrictions, fire codes, or other governmental statutes, ordinances, rules, regulations or orders relating to health, safety or welfare or any orders by any governmental agency requiring repairs, alterations or other corrective actions for the Property.

3.1.7. ENVIRONMENTAL. To Seller's knowledge, Seller has not received any written communication that alleges that the Property is in violation of any Environmental Laws (as defined below), except as disclosed in that certain report titled Combined Phase I and Phase II Environmental Site Assessment and dated June 30, 2006. To Seller's knowledge, Seller has not released or disposed of any Hazardous Substances (as defined below) on the Property.

3.1.8. FUTURE AGREEMENTS. 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; or (b) sell, dispose of or encumber any portion of the Property.

3.1.9. 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 D, evidencing such fact, and such other documents as may be required under the Code.

3.2. WARRANTIES AND REPRESENTATIONS 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 Washington limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer 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 Buyer (i) is within the powers of Buyer as a Washington limited liability company, and (ii) as of the Effective Date is, and as of the Closing Date will be 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 acting in a brokerage capacity, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby, and no broker, finder, agent, or similar intermediary is entitled to any broker's, finder's or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

3.3. CONDITION OF PROPERTY.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by RCW Chapter 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("**Seller Disclosure Statement**") and to rescind this Agreement. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "**Environmental**" (which is contained in Section 6 of the form) if the answer to any of the questions in that section would be "**yes**". Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW Chapter 64.06. Buyer is advised to use its due diligence to inspect the Property as allowed for by this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees 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 the value, nature, quality, or condition of the Property (collectively "**Condition of the Property**"), including, without limitation:

- (a) The water, soil and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence or condition of utilities serving the Property;
- (g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term "Hazardous Substance" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law;
- (h) The ownership, location, scope, or allowed use of any of the Utility Easements, or the effect of any Easement Complaint on any Utility Easement; or
- (i) Any other matter with respect to the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller's disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer acknowledges and agrees that, within the Due Diligence Period as defined in Section 5.1 of this Agreement, Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement and the obligations of Seller under the County Utility and Access Easement.

(c) Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, it will thereby approve and accept the Condition of the Property and accordingly agrees to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1. of this Agreement and except for any obligations of Seller under the County Utility and Access Easement, Buyer shall have no recourse against Seller for, and waives, releases and discharges forever Seller from any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against Seller arising from or in any way related to the Condition of the Property including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include

without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations. This Section 3.3.4 shall not apply to the extent any matters described in this Section 3.3.4 are governed by the County Utility and Access Easement.

3.4. RISK OF LOSS. Until the Closing Date, the risk of loss relating to the Property shall rest with the Buyer, who is also the Tenant in possession of the Property. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence. If any property damage occurs before Closing Buyer shall not be relieved of its obligations under this Agreement.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Property by Bargain and Sale Deed in substantially the form attached hereto as **EXHIBIT B**, subject to the Permitted Exceptions (as defined below) and the General Exceptions. As set forth in Section 1.3 of this Agreement, immediately after the conveyance of the Property Buyer shall grant to Seller the County Utility and Access Easement. The County Utility and Access Easement shall be dated as of the same date as the Bargain and Sale Deed, shall be recorded directly after the Bargain and Sale Deed, and no intervening instrument, such as but not limited to a deed of trust, mortgage or security interest, shall be recorded between the Bargain and Sale Deed and the County Utility and Access Easement.

4.2. TITLE COMMITMENT. Buyer shall within fifteen (15) business days after the Effective Date, obtain a preliminary commitment for an owner's standard coverage policy of title insurance (the "**Title Commitment**") issued by First American Title Insurance (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 Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

4.3. REVIEW OF TITLE COMMITMENT. Buyer shall have until twenty-five (25)

business days after the Effective Date (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 (“**Buyer’s Objections**”). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions (“**Permitted Exceptions**”), except that monetary liens shall not be Permitted Exceptions and Seller shall cause all monetary liens to be removed at Closing except for any and all monetary liens caused by Buyer or its agents or affiliated parties, including without limitation, Rainier Wood Recyclers, Inc. and/or any Approved Assignee Entity (as that term is defined in the Lease). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) business 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 Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within ten (10) business days after receipt of Seller’s Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have seven (7) business days to make Buyer’s Objections to any new exception, Seller shall have five (5) business days to provide Seller’s Response, and 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, provided that Seller shall in all events be obligated to remove any new exception created by or consented to by Seller without the prior written consent of Buyer.

4.4. OWNER’S TITLE INSURANCE POLICY. At the Closing, Buyer shall cause an owner’s standard policy of 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 to the Permitted Exceptions and the General Exceptions. The obligation of Buyer 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 policies in the form required by this Section 4.4. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company. Buyer shall not be obligated to Close and this Agreement will terminate if Buyer is unable to obtain an owner’s standard policy of title insurance by the Closing Date to be issued as required by this Section 4.4, in which case the Deposit shall be returned to Buyer and the Parties shall have no further obligations under this Agreement. Seller and Buyer shall reasonably cooperate with one another to assist the Title Company with its issuance of the title policy called for herein.

ARTICLE 5. CONTINGENCIES

5.1. DUE DILIGENCE INSPECTION AND FEASIBILITY. Buyer shall satisfy itself by investigation and inspection, at its cost and expense in its sole and absolute discretion that the Property meets with its approval (“**Due Diligence Contingency**”). If Buyer is not satisfied with

the condition of the Property, Buyer may terminate this Agreement by delivering written notice of termination to Seller within sixty (60) days of the Effective Date ("**Due Diligence Period**"). If Buyer delivers notice of termination, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If Buyer fails to deliver a notice to terminate within the Due Diligence Period or affirmatively gives notice that this Due Diligence Contingency is satisfied or waived within the Due Diligence Period, then, except as otherwise provided for in this Agreement, Buyer shall be obligated hereunder without further contingency and the Deposit shall be nonrefundable to Buyer except in the event of a default hereunder by Seller. Seller and Buyer may agree in writing to extend the Due Diligence Period.

5.1.1. INSPECTIONS. During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at its own expense (subject to the limitations set forth below and in Section 5.1.2) to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the Buyer; (b) obtain a Phase I or Phase II Environmental Assessment of the Property and perform any and all tests, inspections and studies deemed necessary thereunder; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and of which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege or by other similar confidential protections; and (d) determine whether Buyer's proposed development of the Property is economically feasible.

5.1.2. TESTING. The parties acknowledge that Buyer currently leases the Land from Seller and thus has possession of the Land pursuant to the Lease. Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to conduct tests, investigations and studies set forth in this Article 5 upon three business (3) days advance written notice. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval, not to be unreasonably withheld. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of such sampling and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. 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 injuries, sickness or death of persons, including employees of Buyer ("**Claims**") caused by or arising out of any act, error or omission of Buyer, its officers, agents, contractors, subcontractors 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, and employees.

5.1.3. RIGHT OF ENTRY INSURANCE. Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of insurance as required by the Lease.

5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("**Council Approval Contingency**"). The Council Approval Contingency will be satisfied if the Metropolitan King County Council

(the "Council") passes an ordinance approving the conveyance of the Property pursuant to the terms of this Agreement ("Ordinance"), and the Ordinance becomes effective within one hundred twenty (120) days after the Effective Date ("Council Approval Period"). The Council Approval Period will automatically extend for up to an additional sixty (60) days if the Ordinance is still in the Council approval process but the Council Approval Contingency has not been met by the last day of the initial Council Approval Period. If the Council Approval Contingency is not satisfied within the Council Approval Period, as it may be extended, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, as it may be extended, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

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 by Seller in Article 3 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.

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 by Buyer in Article 3 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 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 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 Buyer or to Escrow Agent at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer or the Escrow Agent.

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. REPRESENTATIONS. Each of the representations and warranties of Seller in this Agreement shall be true and correct on and as of the Closing Date.

8.4. 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 or is obligated to remove or resolve under Section 4.3 unless Seller's obligation to remove or resolve has been waived by Buyer.

8.5. 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 or agreed to transfer any portion of the Property to any such body in lieu of condemnation.

ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

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

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

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. REPRESENTATIONS. Each of the representations and warranties of Buyer in this Agreement shall be true and correct on and as of the Closing Date.

9.4. TITLE POLICY. The Title Company shall be irrevocably committed to issue an owner's policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.1 and 4.4 of this Agreement.

**ARTICLE 10.
CLOSING**

10.1. CLOSING/CLOSING DATE. The Closing shall take place on or before the later of ten (10) days after the satisfaction of all contingencies in Section 5 of this Agreement or August 31, 2017, or such other date as may be mutually agreed upon in writing 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 Escrow Agent in Seattle, Washington.

10.2. 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, 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 premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys' fees. Except as otherwise provided in this Section 10.2, all other expenses shall be paid by the Party incurring such expenses.

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. A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

10.3.2. A bill of sale and assignment for the Personal Property, if any, duly executed by the Seller in substantially the form of **EXHIBIT D** attached hereto;

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

10.3.4. A Quit Claim Deed and Assignment substantially in the form of **EXHIBIT F** attached hereto.

10.4. BUYER'S DELIVERY OF PURCHASE PRICE AND EASEMENT AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3 of this Agreement, and the properly executed County Utility and Access Easement in substantially the form of **EXHIBIT C** attached hereto.

10.5. TAX DEFERRED EXCHANGE. Buyer may elect to have the purchase of the Property conducted as part of a Section 1031 Tax Deferred Exchange (the "**Exchange**"). If Buyer so elects, Seller will cooperate in structuring the purchase of the Property as an Exchange, provided that the Seller shall not be obligated to undertake any obligations, or liabilities, that would not have existed but for the Exchange, and the Exchange shall be conducted at no cost to the Seller.

10.6. LEASE. The Parties acknowledge that pursuant to the terms thereof, the Lease shall terminate at Closing.

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 retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for not making the Property available for sale to others and for its costs and expenses associated with this Agreement.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedies shall be to terminate this Agreement and receive a refund of the Deposit or seek specific performance of this Agreement.

11.2.3. ATTORNEY'S FEES. 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 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 a Party may specify by notice to the other Party and given as provided herein:

If to Buyer: CTT, LLC
P.O. Box 505
Ravensdale, WA 98051

And if personally delivered or sent overnight carrier, to
33216 SE Redmond Fall City Road
Fall City, WA 98024

With a copy to: Van Ness Feldman, LLP
719 Second Avenue, Suite 1150
Seattle, WA 98104
Attn: SAS / TAK

If to Seller: King County
Real Estate Services
ADM-ES-0830
500 Fourth Avenue, Room 830
Seattle, WA 98104-2337

With a copy to: King County Prosecutor's Office, Civil Division
900 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104-2337
Attn: Verna Bromley

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto), constitutes the entire agreement of the Parties with respect to the purchase and sale of the Property. There are related agreements between the Parties hereto including the Settlement Agreement dated December 19, 2012, the Fall City Purchase and Sale Agreement and the Lease (collectively, the "**Related Agreements**"). However if there is any conflict between the provisions contained in this Agreement related to the purchase and sale of the Property, and those contained in the Related Agreements, then the provisions contained in this Agreement shall control. This Agreement may not be modified or amended except by a subsequent 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 the prior written consent of the Seller, which will not be unreasonably withheld.

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. SELLER'S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of William Wilbert, who is an employee of King County, and is an Environmental Programs

Managing Supervisor of the Wastewater Treatment Division of the Department of Natural Resources and Parks, and Alton Gaskill, who is an employee of King County, and is a Water Quality Planner/Project Manager of the Wastewater Treatment Division of the Department of Natural Resources and Parks. Neither William Wilbert nor Alton Gaskill has made any inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17. INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

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

EXHIBIT A	Legal Description of Land
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	County Utility and Access Easement
EXHIBIT D	Bill of Sale and Assignment
EXHIBIT E	Certificate of Non-Foreign Status
EXHIBIT F	Quit Claim Deed and Assignment

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

BUYER: CTT, LLC

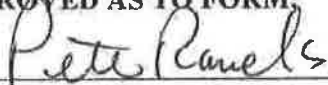
By: 
Name: Anthony Wright
Title: Director, Facilities Management Division

By: _____
Name: Tony Bennett
Title: Managing Member

Date: 8/18/2017

Date: _____

APPROVED AS TO FORM:

By: 
Senior Deputy Prosecuting Attorney

Managing Supervisor of the Wastewater Treatment Division of the Department of Natural Resources and Parks, and Alton Gaskill, who is an employee of King County, and is a Water Quality Planner/Project Manager of the Wastewater Treatment Division of the Department of Natural Resources and Parks. Neither William Wilbert nor Alton Gaskill has made any inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17: INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

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EXHIBIT E	Certificate of Non-Foreign Status
EXHIBIT F	Quit Claim Deed and Assignment

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

BUYER: CTT, LLC

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

By: Tony Bennett
Name: Tony Bennett
Title: Managing Member

Date: _____

Date: 8/2/17

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

EXHIBIT A**LEGAL DESCRIPTION OF LAND****PARCEL A:**

THAT PORTION OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER MARKED BY AN IRON PIPE ON THE WESTERLY LINE OF THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION COVINGTON SUBSTATION SITE, SAID CORNER BEARS SOUTH 8°40'42" WEST 1,751.65 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35;
 THENCE SOUTH 0°28'32" WEST 391.00 FEET ALONG SAID WESTERLY LINE;
 THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
 THENCE NORTH 0°36'35" EAST 358.08 FEET ALONG SAID WEST LINE TO THE SOUTHERLY LINE OF BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING;
 THENCE NORTH 66°06'35" EAST 364.40 FEET ALONG SAID SOUTHERLY LINE;
 THENCE NORTH 66°06'57" EAST 700.29 FEET ALONG SAID SOUTHERLY LINE;
 THENCE NORTH 42°55'13" WEST TO THE NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
 THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION;
 THENCE SOUTHERLY ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF SAID PREMISES AND NORTHERLY OF THE NORTHEASTERLY LINE OF THE FOLLOWING DESCRIBED PARCEL:
 THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 BEGINNING AT A CORNER MARKED BY AN IRON PIPE ON THE WESTERLY LINE OF THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION COVINGTON SUBSTATION SITE, SAID CORNER BEARS SOUTH 8°40'42" WEST 1,751.65 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35;
 THENCE SOUTH 0°28'32" WEST 391.00 FEET ALONG SAID WESTERLY LINE;
 THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 57°57'55" EAST TO THE WEST LINE OF THE EAST 250 FEET OF SAID SUBDIVISION;
 THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF SAID SUBDIVISION;
 THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;
 THENCE NORTHERLY ALONG THE WEST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING, EXCEPT THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35.

PARCEL C:

AN EASEMENT FOR ACCESS AND A ROADWAY DISCLOSED BY AN "AMENDED AND RESTATED EASEMENT" GRANTED BY THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION, RECORDED MARCH 3, 2016 UNDER RECORDING NO. 20160303000920 AND AMENDED BY THAT FIRST AMENDMENT RECORDED JUNE 2, 2017 UNDER RECORDING NO. 20170602000777.

EXHIBIT B

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

Van Ness Feldman, LLP
719 Second Avenue, Suite 1150
Seattle, WA 98104
ATTN: SAS/TK

BARGAIN AND SALE DEED

Grantor -- King County, Washington
Grantee -- CTT, LLC
Legal ---- Ptn Sec 35, 22N, 5E, WM; SE qtr
Tax Acct: -- 352205-9019-08

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. _____, does hereby bargain, sell and convey unto the Grantee, CTT, LLC, a Washington limited liability company, 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
KING COUNTY

BY: _____

TITLE: Director, Facilities Management Div.

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCK APPEARS ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY 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 A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER MARKED BY AN IRON PIPE ON THE WESTERLY LINE OF THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION COVINGTON SUBSTATION SITE, SAID CORNER BEARS SOUTH 8°40'42" WEST 1,751.65 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35;

THENCE SOUTH 0°28'32" WEST 391.00 FEET ALONG SAID WESTERLY LINE;

THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE NORTH 0°36'35" EAST 358.08 FEET ALONG SAID WEST LINE TO THE SOUTHERLY LINE OF BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 66°06'35" EAST 364.40 FEET ALONG SAID SOUTHERLY LINE;

THENCE NORTH 66°06'57" EAST 700.29 FEET ALONG SAID SOUTHERLY LINE;

THENCE NORTH 42°55'13" WEST TO THE NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF SAID PREMISES AND NORTHERLY OF THE NORTHEASTERLY LINE OF THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

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THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 57°57'55" EAST TO THE WEST LINE OF THE EAST 250 FEET OF SAID SUBDIVISION;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;

THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF SAID SUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.

EXCEPT THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35.

PARCEL C:

AN EASEMENT FOR ACCESS AND A ROADWAY DISCLOSED BY AN "AMENDED AND RESTATED EASEMENT" GRANTED BY THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION, RECORDED MARCH 3, 2016 UNDER RECORDING NO. 20160303000920 AND AMENDED BY THAT FIRST AMENDMENT RECORDED JUNE 2, 2017 UNDER RECORDING NO. 20170602000777.

EXHIBIT B
TO BARGAIN AND SALE DEED

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C**COUNTY UTILITY AND ACCESS EASEMENT****AFTER RECORDING RETURN TO:**

KING COUNTY
 DEPARTMENT OF NATURAL RESOURCES
 WASTEWATER TREATMENT DIVISION
 201 SOUTH JACKSON STREET
 MS KSC-NR-0512
 SEATTLE, WA 98104-3855

UTILITY AND ACCESS EASEMENT AND AGREEMENT

Grantor:	CTT, LLC, a Washington limited liability company
Grantee:	King County, a political subdivision of the State of Washington
Abbrev. Legal Description:	Portion of Sec. 35, Twp. 22 N, Rge. 5 E, W.M., King County, WA
Full Legal Description:	See Exhibits 1, 2, 3, 4 and 5 to this Easement
Assessor's TPN:	352205-9019
Ref. No. of Related Documents:	20160331001641 20160414000377 20160303000920

THIS UTILITY AND ACCESS EASEMENT AND AGREEMENT (this "Easement") is between King County, a political subdivision of the State of Washington, its successors and assigns (the "County") and CTT, LLC, a Washington limited liability company, its successors and assigns ("CTT"). This Easement is made and effective as of the date on which CTT first acquires fee title to the real property described on Exhibit 1 (the "Property"), pursuant to the terms of that certain Bargain and Sale Deed from the County as Grantor to CTT as Grantee (the "Deed").

RECITALS

A. CTT has acquired the Property from the County and the County has conveyed the Property to CTT for and in consideration of the terms and conditions of that certain Real Estate

Purchase and Sale Agreement between the County and CTT dated _____ (the "**Purchase and Sale Agreement**").

B. The Purchase and Sale Agreement provides that CTT shall grant and convey to the County an easement for all of the County-owned facilities which the County plans to construct on the Property. The County desires and plans to construct one or more utility pipelines, pump stations, odor control facilities, ducts, vaults, manholes, vents, meters, monitoring equipment, cabinets, containers, switches, transformers, conduits, wires, together with all related and other necessary and convenient equipment and appurtenances, including, but not limited to, all utility lines or equipment servicing said pipelines, pump stations and related facilities in, on, over, under, across and through portions of the Property.

C. The County's agreement to convey the Property to CTT was expressly conditioned upon, among other things, CTT's agreement to grant and convey to the County its successors and assigns all of the easements consisting of the areas described in Sections 2 and 3 below. CTT is fulfilling that condition by granting the easements described herein.

D. By accepting and recording this Utility and Access Easement and Agreement, and in consideration of the terms and conditions of the Purchase and Sale Agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and CTT mutually covenant and agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** All of the recitals set forth above are incorporated into this Easement as though fully set forth herein.

2. **Grant of Easements.** CTT hereby grants to the County, for the purposes stated below all of the following:

2.1. A permanent, exclusive easement in, on, over, across and through that portion of the Property, legally described on Exhibit 2 and depicted on Exhibit 3 (the "**Exclusive Utility Easement Area**") for the purpose of the installation, construction, ownership, use, operation, maintenance, repair, replacement and improvement (collectively, the "**Construction and Operation**") of one or more pump stations, utility pipelines, odor control facilities, ducts, vaults, manholes, vents, meters, monitoring equipment, cabinets, containers, switches, transformers, conduits, wires and other necessary and convenient equipment and appurtenances (collectively, the "**Easement Improvements**"), together with a right of access in, on and over the Property for ingress and egress to and from the Exclusive Utility Easement Area for personnel, vehicles and equipment as reasonably necessary or incidental to Grantee's installation, construction, ownership, use, operation, maintenance, repair and replacement of the Easement Improvements; and

2.2. A non-exclusive easement fifteen (15) feet wide in, on, over, across and through that portion of the Property legally described on Exhibit 4 and depicted on Exhibit 5 (the "**Pipeline Easement Area**") for the purpose of installation, construction, ownership, use,

operation, maintenance, repair, replacement and improvement of, and access to, a subsurface pipeline or pipelines, including but not limited to all connections, manholes, valves, metering equipment, electric and communication cables, the installation of additional conduits for cathodic protection and any other necessary and convenient appurtenances (collectively, the **"Pipeline Easement Improvements"**) together with a right of access in, on and over the Property for ingress and egress to and from the Pipeline Easement Area for personnel, vehicles and equipment as reasonably necessary or incidental to Grantee's installation, construction, ownership, use, operation, maintenance, repair and replacement of the Pipeline Easement Improvements.

2.3. A non-exclusive easement on, over, across and through the east 55.48 feet (55.48') of the north 23 feet (23') of the Property (the **"Utility Easement Area"**) for the purpose of installation, construction, ownership, use, operation, maintenance, repair, replacement and improvement of utilities to serve the Exclusive Utility Easement Area and the Pipeline Easement Area as reasonably necessary or incidental to Grantee's installation, construction, ownership, use, operation, maintenance, repair and replacement of the Easement Improvements and the Pipeline Easement Improvements.

Collectively, the Exclusive Utility Easement Area, the Pipeline Easement Area, and the Utility Easement Area are referred to herein as the **"Easement Areas"**.

3. **Assignment of Grantor's Right to Use Existing Easements.** CTT hereby assigns to the County, to the extent such rights are assignable, the right for the County to use the easement areas described in the following instruments, collectively referred to as the **"Existing Utility Easements"** to serve the Exclusive Utility Easement Area, the Pipeline Easement Area, and the Utility Easement Area:

3.1. That certain Utility Easement granted by Covington 18 Partners, LLC to King County, recorded on March 31, 2016 under Recording Number 20160331001641, records of King County, Washington, and amended by the Modification of Utility Easement recorded on July 19, 2017 under Recording Number 20170719000553, records of King County, Washington;

3.2. That certain Utility Easement granted to King County by Lakeside Industries, Inc., recorded on April 14, 2016 under Recording Number 20160414000377, records of King County, Washington; and

3.3. That certain Amended and Restated Easement granted to the County by Bonneville Power Administration, recorded on March 3, 2016 under Recording Number 20160303000920, records of King County, Washington, and amended by that First Amendment to Amended and Restated Easement recorded on June 2, 2017 under Recording Number 20170602000777, records of King County, Washington.

4. **Coordination.** All rights of the County to use the Exclusive Utility Easement Area and the Pipeline Easement Area are subject to existing matters of record and easements affecting and benefiting the Property at the time of recording this Easement. Where the Exclusive Utility Easement Area or the Pipeline Easement Area crosses, overlays, is adjacent to, or intersects the

area of any other easement burdening or benefiting the Property, such prior easement rights may be exercised by CTT or the grantee thereof, and the use by the County of the easement rights granted herein shall not restrict or prevent the use by CTT or the grantee of any other easement rights. For example, but not by way of limitation, the Property is benefited by access and utility easements granted by BPA, and the areas of some of the BPA Easements are adjacent to the Property. Except for the Exclusive Utility Easement Area, CTT shall have the right to use the Property, including the top five (5) feet of the Pipeline Easement Area, to install underground utilities and drainage facilities to serve the Property, and shall have the right to use the surface of the Pipeline Easement Area, as necessary for all purposes, including roadways, utilities, and access to the Property.

5. **Ownership of Easement Improvements.** Any and all improvements of any kind that are now or hereafter acquired, constructed or installed by or for the County within the Exclusive Utility Easement Area and any subsurface improvements of any kind that are now or hereafter acquired, constructed or installed by or for the County within the Pipeline Easement Area shall at all times remain the property of the County.

6. **Duration of Easement; Binding Effect.** The term of this Utility and Access Easement shall be perpetual and said easement shall be appurtenant to, be binding upon, and run with the Property.

7. **Indemnification.**

7.1. The County and CTT each agree to protect, defend, indemnify and hold harmless the other as provided herein to the maximum extent possible under law. Accordingly, the County and CTT each agrees for itself, its successors, and assigns to protect, defend, indemnify and hold harmless the other, and the other's officials and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death or property damage (hereafter, any "Claims") which are caused by or arise out of (i) the County's or CTT's own acts or omissions, respectively, and those of their respective agents, employees or contractors within or about the Property or (ii) that are otherwise caused by or arise out of the exercise of the rights and privileges respectively granted under this Easement, including without limitation liability from the products contained in, transferred through, released or escaped from their respective improvements or otherwise introduced by the County or CTT, respectively, or their respective agents, employees or contractors within or about the Property. The parties' obligations under this Section 7 shall survive assignment or the termination of this Easement and shall specifically include:

7.1.1. The duty to promptly accept tender of defense and provide defense to the indemnified party at the indemnifying party's own expense;

7.1.2. Indemnification of claims made by the parties' own employees or agents;

7.1.3. Waiver of immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary for the County and CTT to indemnify each other

against Claims subject to Title 51 RCW, which waiver has been mutually negotiated by the parties; and

7.1.4. Indemnification for Claims submitted by the indemnifying party's contractor or subcontractors arising from construction of the indemnifying party's improvements within or about the Property.

7.2. Notwithstanding the foregoing paragraphs, the County shall have no obligation under this Section 7 to defend, indemnify or hold harmless CTT for Claims arising from the sole negligence or willful misconduct of CTT, its agents, officials and employees; and CTT shall have no obligation under this Section 7 to defend, indemnify or hold harmless the County for Claims arising from the sole negligence or willful misconduct of the County, its agents, appointed and elected officials and employees.

7.3. Notwithstanding the foregoing paragraphs, where such Claims result from the concurrent acts or omissions of both Parties, or their respective agents, employees or contractors, or any of them, the defense, hold harmless and indemnity provisions herein shall be valid and enforceable only to the extent such Claims are caused by each Party's acts or omissions or those of their respective agents, employees and contractors, or any of them.

7.4. In the event it is determined that RCW 4.24.115 applies to this Utility and Access Easement and Agreement, the County and CTT each agree to defend, hold harmless and indemnify the other to the maximum extent permitted thereunder, and specifically for their own negligence concurrent with that of the other party, to the full extent of the County's or CTT's own negligence.

7.5. The County and CTT shall give each other timely written notice of the making of any Claims or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this Section 7. In the event any such Claim arises, the indemnified party shall tender the defense thereof to the indemnifying party, and the indemnifying party shall have the right and duty to defend, settle, or compromise any Claims arising hereunder; and the indemnified party shall cooperate fully therein. The indemnified party's failure to timely notify the indemnifying party of such a Claim or action, however, shall not constitute a defense to the indemnity set out in this Section 7, except to the extent of actual prejudice to the indemnifying party.

8. **Notices.** Any notices required herein shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses listed below:

TO CTT:
CTT, LLC
PO Box 1010
Ravensdale, WA 98051

TO COUNTY:
Supervisor, Regulatory Compliance and Land
Acquisition Services DNRP/WTD
KING COUNTY
201 South Jackson Street, Suite 0512
Seattle, WA 98104

And if delivered by hand, by
messenger, or by courier:
33216 SE Redmond Fall City Road
Fall City, WA 98024

With a Copy to:
Van Ness Feldman, LLC
719 Second Avenue, Suite 1150
Seattle, WA 98104
Attn: TAK / SUS

With a Copy to:
King County Prosecutor's Office
900 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104-2337
Attn: Verna P. Bromley
Sr. Deputy Prosecuting Attorney

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. All notices shall be deemed delivered upon actual receipt or refusal to accept delivery.

9. **CTT's Use of the Exclusive Utility Easement Area.** CTT shall not use and shall not operate, construct, erect, install or maintain any temporary or permanent structures within the Exclusive Utility Easement Area.

10. **CTT's Use of the Pipeline Easement Area.**

10.1. Subject to the terms and conditions set forth in this Section, CTT may, at its own cost and expense, install roadway improvements across the Pipeline Easement Area, and subterranean utility pipelines below grade in the top five (5) feet of the Pipeline Easement Area. CTT shall have the right to use the surface of the Pipeline Easement Area for any purpose not inconsistent with the rights herein granted and conveyed to the County pursuant to this Easement, only so long as such use does not interfere with, obstruct or endanger the construction, installation, use, function, efficiency, maintenance, repair or replacement of any Pipeline Easement Improvements now or hereafter constructed, installed, used, operated or maintained by the County in the Pipeline Easement Area pursuant to this Easement. CTT may operate heavy equipment, in excess of 100,000 pounds GVW, and store heavy materials above ground on the Pipeline Easement Area.

10.2. Except as otherwise provided herein and from and after the date of this Easement, the construction, installation, or maintenance of any above-ground structures, whether temporary or permanent, shall be prohibited within the Pipeline Easement Area and shall be deemed an impermissible interference with the easement rights granted and conveyed to the County herein unless specifically approved in advance, in writing by the County. Prior to any activity by CTT,

its employees, agents, successors or assigns that requires use of the Pipeline Easement Area or which changes the compression loads on or the lateral support for the Pipeline Easement Area or any Pipeline Easement Improvements contained therein, CTT shall notify the County in writing of its request for consent, and shall provide the County with a copy of all plans and specifications ("**Surface Plans**") for such proposed activity for review at least sixty (60) days prior to the commencement of such activity.

10.3. CTT shall not commence such activity unless and until it has received the County's prior written consent that CTT's proposed construction, work or activity will not interfere with the County's rights under this Easement, which consent will not be unreasonably withheld, conditioned or delayed by the County and which consent shall be deemed to have been given if the County does not respond to the request for consent within sixty (60) days after receiving the Surface Plans. Provided, however, that CTT shall not be required to submit Surface Plans, or obtain the County's further approval, for site development work described in the Phase I Development plans that have been submitted to and were approved by the County on March 26, 2014, unless such approved plans have been materially revised or altered since the date of the County's approval. Further, CTT shall not be required to submit Surface Plans to or obtain the County's approval for CTT's use, installation or maintenance of pavement on the surface of the Pipeline Easement Area, consisting of asphalt no thicker than six inches or rock no thicker than two feet. Concrete shall not be allowed as pavement on the Pipeline Easement Area.

10.4. The County's review and approval of CTT's Surface Plans shall be strictly limited to the facilities and/or excavation shown on the plans and specifications submitted to the County and shall in no event constitute or be construed as a certification of the adequacy or sufficiency of the Surface Plans or whether CTT's construction, work or activity complies with other applicable laws, building codes and other governmental rules and regulations.

11. **County's Restoration of the Property.** Upon completion of any entry onto the Property for any purpose, including construction, maintenance, removal, repair or replacement of any Pipeline Easement Improvements in the Pipeline Easement Area, the County shall, at its expense, repair or reinstall any CTT improvement which is damaged, destroyed, or relocated, remove all debris and construction materials, and restore the surface of Grantor's Property and the Pipeline Easement Area to the reasonably approximate condition in which they existed at the commencement of the County's entry, provided that the County may alter the surface of the Exclusive Easement Area without the obligation to restore it to its original condition.

12. **Binding Effect.** This Easement is appurtenant to and shall run with all real property and real property interests and easements in the Property now owned or hereafter acquired by the County and shall inure to the benefit of the County and shall be binding upon the Property and CTT. The County shall have the right to assign its rights under this Easement, in whole or in part, without the approval or consent of CTT, to a public or private utility that will be responsible for the construction, operation, maintenance, repair and/or replacement of the Easement Improvements and/or Pipeline Easement Improvements, but no such assignment shall have the effect of releasing the County from responsibility for matters which arise prior to the date of the Assignment, or from the provisions of Section 7 (Indemnification).

13. **Miscellaneous Provisions.**

13.1. Representations, Warranties and Subordination. CTT represents and warrants that it is the lawful owner of the Property and has the legal authority to grant and convey this Easement to the County, its successors and assigns. CTT agrees that it shall not grant any interests in, or take any actions concerning, the Property which are inconsistent with the grant of this Easement. CTT further represents and warrants that there are no mortgages or deeds of trust (collectively "Liens") affecting the Property and that any future Liens shall be subordinate to the rights of the County under this Easement. CTT has provided, or shall provide, a copy of this Easement to all mortgagees, and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") that will affect the Property after the recording of this Easement. Each of the Lienholders shall be subordinate to this Easement.

13.2. Construction. The headings contained in this Easement are for convenience of reference purposes only and shall not in any way affect the meaning or interpretation hereof, or serve as evidence of the intention of the parties hereto.

13.3. Entire Agreement. This Easement sets forth the entire agreement of the parties as to the easements described herein, implements certain terms of the Purchase and Sale Agreement and documents ancillary thereto and supersedes all prior discussions and understandings between the parties related to the Easement Areas described in this Easement. This Easement may not be modified except by an instrument in writing signed by a duly authorized officer or representative of each party hereto.

13.4. Severability. In the event any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this Easement should and/or must be defeated, invalidated or voided.

13.5. Waiver. No waiver of any right under this Easement shall be effective unless contained in a writing signed by a duly authorized officer or representative of the party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or any other right arising under this Utility and Access Easement and Agreement.

13.6. Governing Law and Venue. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, 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 Easement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

13.7. Dispute Resolution. If a dispute arises between the County and CTT relating to or arising out of this Easement, then the parties hereto agree that they will attempt to resolve the dispute through mutual negotiation; provided, that the County may seek injunctive or other equitable relief without any requirement to negotiate in the event of an emergency or substantial interference with the use of the Exclusive Utility Easement Area and/or the Pipeline Easement

Area. In any action to enforce this Easement, each party shall bear its own attorney's fees and costs.

13.8. Legal Relationship. No partnership, joint venture or joint undertaking shall be construed from this Easement.

13.9. No Third Party Beneficiaries. This Easement is solely for the benefit of the parties and their successors and assigns, and shall not create any rights in any other person or entity.

Signatures on the Following Page

GRANTEE
KING COUNTY

GRANTOR
CTT, LLC

BY: _____

BY: _____

TITLE: Manager, Real Estate Services Section TITLE: Managing Member

DATE: _____

DATE: _____

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY 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 CTT, LLC

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201_, 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 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 _____

UTILITY AND ACCESS EASEMENT

EXHIBIT 1

Property Legal Description

PARCEL A:

THAT PORTION OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER MARKED BY AN IRON PIPE ON THE WESTERLY LINE OF THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION COVINGTON SUBSTATION SITE, SAID CORNER BEARS SOUTH 8°40'42" WEST 1,751.65 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35;
 THENCE SOUTH 0°28'32" WEST 391.00 FEET ALONG SAID WESTERLY LINE;
 THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
 THENCE NORTH 0°36'35" EAST 358.08 FEET ALONG SAID WEST LINE TO THE SOUTHERLY LINE OF BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING;
 THENCE NORTH 66°06'35" EAST 364.40 FEET ALONG SAID SOUTHERLY LINE;
 THENCE NORTH 66°06'57" EAST 700.29 FEET ALONG SAID SOUTHERLY LINE;
 THENCE NORTH 42°55'13" WEST TO THE NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
 THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION;
 THENCE SOUTHERLY ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF SAID PREMISES AND NORTHERLY OF THE NORTHEASTERLY LINE OF THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
 BEGINNING AT A CORNER MARKED BY AN IRON PIPE ON THE WESTERLY LINE OF THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION COVINGTON SUBSTATION SITE, SAID CORNER BEARS SOUTH 8°40'42" WEST 1,751.65 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35;
 THENCE SOUTH 0°28'32" WEST 391.00 FEET ALONG SAID WESTERLY LINE;
 THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 57°57'55" EAST TO THE WEST LINE OF THE EAST 250 FEET OF SAID SUBDIVISION;
 THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
 THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF SAID SUBDIVISION;
 THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;
 THENCE NORTHERLY ALONG THE WEST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.
 EXCEPT THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35.

PARCEL C:

AN EASEMENT FOR ACCESS AND A ROADWAY DISCLOSED BY AN "AMENDED AND RESTATED EASEMENT" GRANTED BY THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION, RECORDED MARCH 3, 2016 UNDER RECORDING NO. 20160303000920 AND AMENDED BY THAT FIRST AMENDMENT RECORDED JUNE 2, 2017 UNDER RECORDING NO. 20170602000777.

**EASEMENT DESCRIPTION
EXCLUSIVE UTILITY EASEMENT AREA**

That portion of the Northeast Quarter of the Southeast Quarter of Section 35, Township 22 North, Range 5 East, W.M., in King County, Washington, described as follows:

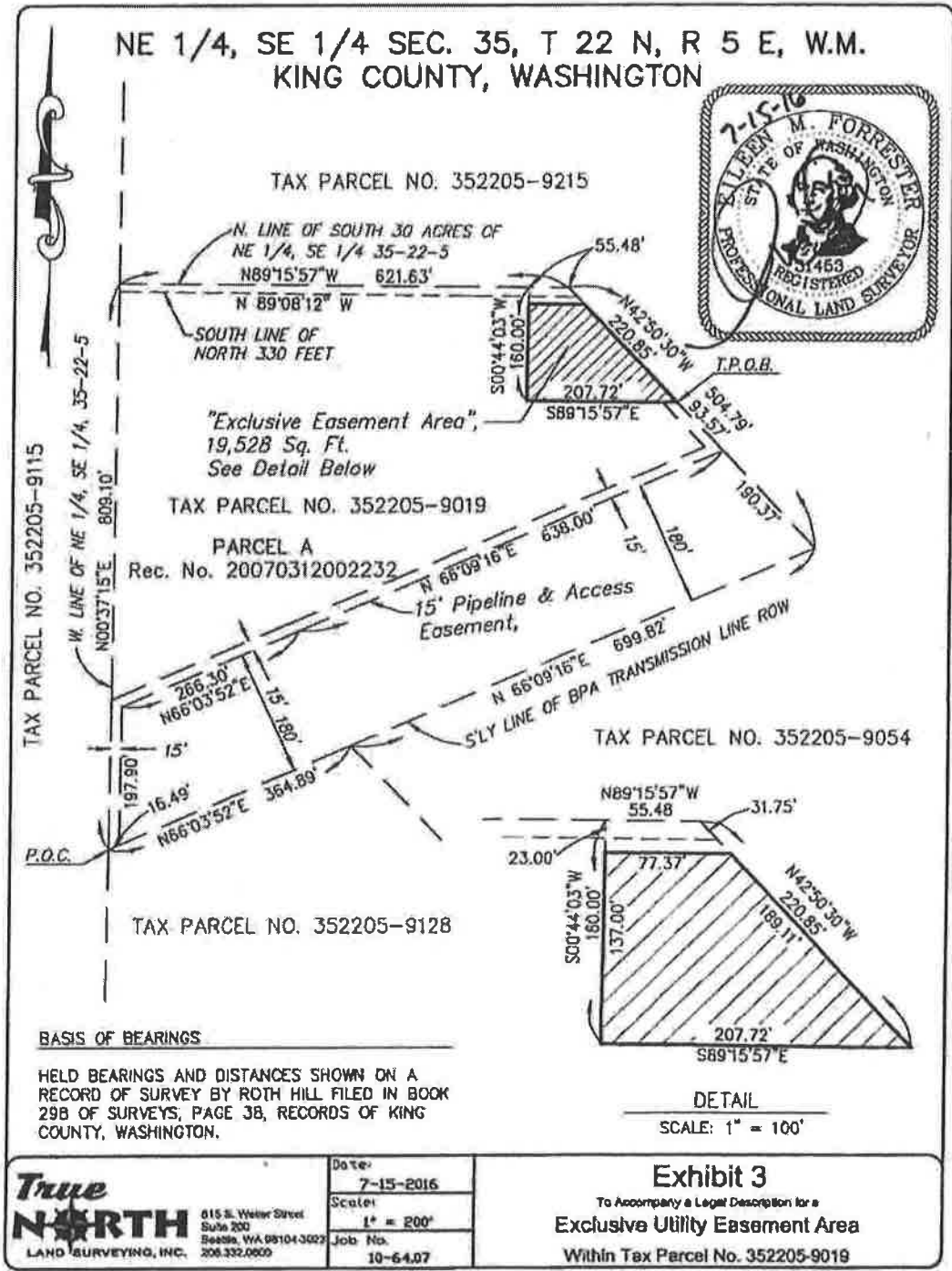
Commencing at the intersection of the west line of said subdivision with the southerly line of the Bonneville Power Administration (BPA) transmission line right-of-way, said southerly line is also the southerly line of Parcel A as described in a Statutory Warranty Deed recorded under Recording Number 20070312002232;
thence along said southerly line, North 66°03'52" East 16.49 feet to a line parallel with and 15.00 feet easterly of said west line;
thence along said parallel line, North 00°37'15" East 197.90 feet to a line parallel with and 180.00 feet northerly of said southerly line;
thence along said parallel line, North 66°03'52" East 266.30 feet;
thence continuing, North 66°09'16" East 638.00 feet to the northeasterly line of said Parcel A;
thence along said northeasterly line, North 42°50'30" West 93.57 feet to the True Point of Beginning;
thence continuing, North 42°50'30" West 189.11 feet to a line parallel with and 23.00 feet southerly of the North Line of the South 30 Acres of said subdivision;
thence along said parallel line, North 89°15'57" West 77.37 feet;
thence South 00°44'03" West 137.00 feet to a line parallel with and 160.00 feet southerly of said North Line of the South 30 Acres;
thence along said parallel line, South 89°15'57" East 207.72 feet to the True Point of Beginning.

Containing: 19,528 Square Feet, more or less.

EXHIBIT 2 attached and by this reference made a part hereof.



EXHIBIT 2



**EASEMENT DESCRIPTION
PIPELINE EASEMENT AREA
(Together with Ingress and Egress Access)**

That portion of the Northeast Quarter of the Southeast Quarter of Section 35, Township 22 North, Range 5 East, W.M., in King County, Washington, included within a strip of land 15.00 feet wide, the easterly and southerly lines of which are described as follows:

Commencing at the intersection of the west line of said subdivision with the southerly line of the Bonneville Power Administration (BPA) transmission line right-of-way, said southerly line is also the southerly line of Parcel A as described in a Statutory Warranty Deed recorded under Recording Number 20070312002232;
thence along said southerly line, North 66°03'52" East 16.49 feet to a line parallel with and 15.00 feet easterly of said west line;
thence along said parallel line, North 00°37'15" East 197.90 feet to a line parallel with and 180.00 feet northerly of said southerly line;
thence along said parallel line, North 66°03'52" East 266.30 feet;
thence continuing, North 66°09'16" East 638.00 feet to the northeasterly line of said Parcel A;
thence along said northeasterly line, North 42°50'30" West 93.57 feet to the terminus of said strip;

The side lines of said strip of land shall be lengthened or shortened southerly so as to terminate in said southerly line and northerly so as to terminate in a line having a bearing of South 89°15'57" East and passing through said terminus.

Containing: 17,924 Square Feet, more or less.

EXHIBIT 4 attached and by this reference made a part hereof.



EXHIBIT 4

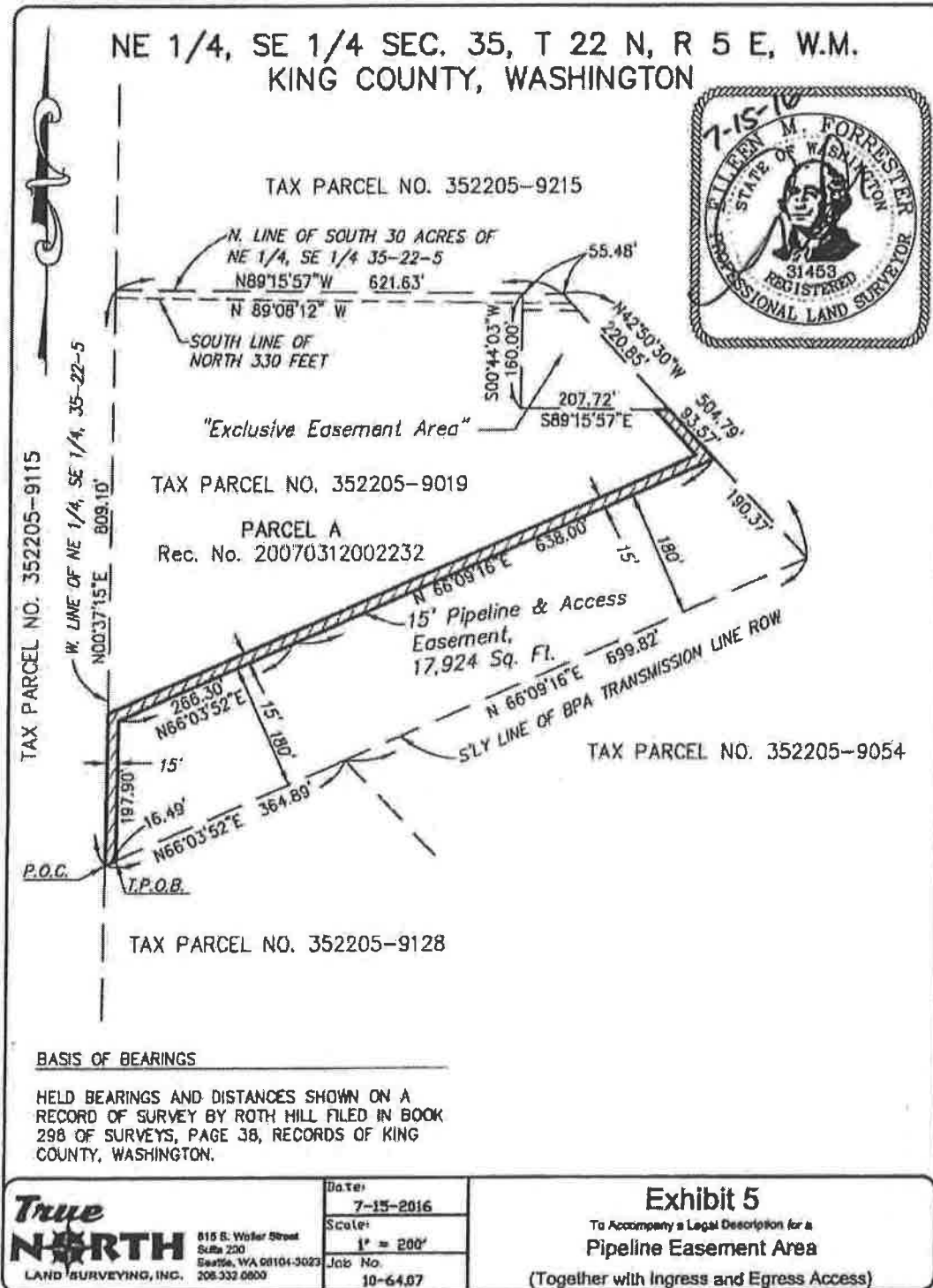


EXHIBIT D

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this _____ day of _____, 2017, by KING COUNTY, a political subdivision of the State of Washington ("Seller"), in favor of CTT, LLC, a Washington limited liability company ("Buyer").

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller's right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

KING COUNTY

By: _____
Name: Anthony Wright
Director, Facilities Management Division

EXHIBIT A
TO BILL OF SALE

LEGAL DESCRIPTION

PARCEL A:

THAT PORTION OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER MARKED BY AN IRON PIPE ON THE WESTERLY LINE OF THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION COVINGTON SUBSTATION SITE, SAID CORNER BEARS SOUTH 8°40'42" WEST 1,751.65 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35;
THENCE SOUTH 0°28'32" WEST 391.00 FEET ALONG SAID WESTERLY LINE;
THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
THENCE NORTH 0°36'35" EAST 358.08 FEET ALONG SAID WEST LINE TO THE SOUTHERLY LINE OF BONNEVILLE POWER ADMINISTRATION TRANSMISSION LINE RIGHT-OF-WAY AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 66°06'35" EAST 364.40 FEET ALONG SAID SOUTHERLY LINE;
THENCE NORTH 66°06'57" EAST 700.29 FEET ALONG SAID SOUTHERLY LINE;
THENCE NORTH 42°55'13" WEST TO THE NORTH LINE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35;
THENCE WESTERLY ALONG SAID NORTH LINE TO THE WEST LINE OF SAID SUBDIVISION;
THENCE SOUTHERLY ALONG SAID WEST LINE TO THE TRUE POINT OF BEGINNING.

PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 30 FEET OF THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHERLY OF THE SOUTHEASTERLY LINE OF SAID PREMISES AND NORTHERLY OF THE NORTHEASTERLY LINE OF THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT A CORNER MARKED BY AN IRON PIPE ON THE WESTERLY LINE OF THE UNITED STATES OF AMERICA, BONNEVILLE POWER ADMINISTRATION COVINGTON SUBSTATION SITE, SAID CORNER BEARS SOUTH 8°40'42" WEST 1,751.65 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 35;
THENCE SOUTH 0°28'32" WEST 391.00 FEET ALONG SAID WESTERLY LINE;
THENCE NORTH 57°57'55" WEST 1,242.30 FEET TO THE WEST LINE OF SAID SUBDIVISION AND THE TRUE POINT OF BEGINNING;
THENCE SOUTH 57°57'55" EAST TO THE WEST LINE OF THE EAST 250 FEET OF SAID SUBDIVISION;
THENCE SOUTHERLY ALONG SAID WEST LINE TO THE NORTHWESTERLY LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT-OF-WAY;
THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO THE SOUTH LINE OF SAID SUBDIVISION;
THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTHERLY ALONG THE WEST LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING.
EXCEPT THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35.

PARCEL C:

AN EASEMENT FOR ACCESS AND A ROADWAY DISCLOSED BY AN "AMENDED AND RESTATED EASEMENT" GRANTED BY THE UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION, RECORDED MARCH 3, 2016 UNDER RECORDING NO. 20160303000920 AND AMENDED BY THAT FIRST AMENDMENT RECORDED JUNE 2, 2017 UNDER RECORDING NO. 20170602000777.

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 King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
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 800 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: Anthony Wright

Title: Director, Facilities Management Division

EXHIBIT F

QUIT CLAIM DEED

AFTER RECORDING RETURN TO:
VAN NESS FELDMAN, LLP
719 SECOND AVENUE, SUITE 1150
SEATTLE, WA 98104
ATTN: SAS/IDK

QUIT CLAIM DEED AND ASSIGNMENT

Grantor - - King County, Washington
Grantee - - CTT, LLC
Legal - - - Ptn. of NE ¼ and SE ¼ of Sec. 35, T 22N, R 5E, W.M.
Tax Acct. - 352205-9215, 352205-9208, 352205-9004, 352205-9019

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, hereby conveys and quitclaims and assigns to Grantee, CTT, a Washington State limited liability company, Grantor's right, title and interest in that certain Partial Assignment of Easement granted to Seller, the Grantee therein, by Grantor, Covington 18 Partners LLC, recorded on March 31, 2016 under Recording Number 20160331001642, records of King County, Washington ("Partial Assignment"), which instrument is attached hereto and incorporated herein as Exhibit A.

And Grantor hereby conveys and quitclaims and assigns to Grantee, Grantor's right, title and interest in the partially assigned Reciprocal Access and Utility Easement granted to Covington 18 Partners, LLC, the Grantee therein, by Grantors, Lakeside Industries, Inc. and Attu LLC, recorded on October 27, 2008 under Recording Number 20081027000329, records of King County, Washington ("Reciprocal Easement"), which instrument is attached hereto and incorporated herein as Exhibit B, including after acquired title. Grantee hereby accepts and assumes the rights and obligations of Grantor under the Partial Assignment and Reciprocal Easement occurring after the date hereof, and acknowledges that Grantor makes no warranty as to its ownership of or the validity of the Partial Assignment and/or the Reciprocal Easement.

GRANTOR: KING COUNTY

GRANTEE: CTT, LLC

BY: _____
Anthony Wright, Director
Facilities Management Division

BY: _____
Tony Bennett, Managing Member

DATE: _____

DATE: _____

Approved as to Form:
By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ANTHONY WRIGHT, to me known to be the Director, Facilities Management Division, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY 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 CTT, LLC

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 201_, 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 _____

EXHIBIT A
TO QUIT CLAIM DEED AND ASSIGNMENT

PARTIAL ASSIGNMENT OF EASEMENT

SEE ATTACHED

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
KING COUNTY
WASTEWATER TREATMENT DIVISION
MAILSTOP: KSC-NR-0505
201 SOUTH JACKSON STREET
SEATTLE, WA 98104-3855



PARTIAL ASSIGNMENT OF EASEMENT

GRANTOR: Covington 18 Partners, LLC, a Washington limited liability company

GRANTEE: King County, a political subdivision of the State of Washington

Abbreviated Legal Description: Ptn NE ¼ and Pt SE ¼, Sec 35, Twnshp 22N, R5E, W.M.

Assessor's Tax Parcel ID#: Parcels 352205-9208; 352205-9004.

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, COVINGTON 18 PARTNERS, LLC, a Washington limited liability company, ("Grantor" and "Assignor") hereby grants, conveys and assigns to King County, a political subdivision of the State of Washington ("Grantee" and "Assignee"), an undivided one-half interest in that certain Reciprocal Access and Utility Easement granted to Covington 18 Partners, LLC, the Grantee therein, by Grantors, Lakeside Industries, Inc. and Attu LLC, recorded on October 27, 2008 under Recording Number 20081027000329, records of King County, Washington (the "Reciprocal Access and Utility Easement").

The Assignee shall and does retain all duties and obligations to perform the terms of the Reciprocal Access and Utility Easement.

Dated this 11 day of March, 2016.

ASSIGNOR/GRANTOR
COVINGTON 18 PARTNERS, LLC

BY [Signature]
TITLE Managing member

NOTARY BLOCK APPEARS ON PAGE 2

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Laurent Girard is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mg. Mbr. of Covington 18 Partners, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 11, 2016



Alton G. Gaskill Jr.
Notary Public
Print Name Alton Gaskill
My commission expires 10-18-18

(Use this space for notarial stamp/seal)

EXHIBIT B
TO QUIT CLAIM DEED AND ASSIGNMENT
RECIPROCAL ACCESS AND UTILITY EASEMENT

SEE ATTACHED

WHEN RECORDED RETURN TO:
Thomas W. Read
Alston, Courtnage & Bassett LLP
1000 Second Avenue
Suite 3900
Seattle, Washington 98104-1645



20081027000329

ALSTON COURTNAGE BASSETT
 PAGE 001 OF 022
 10/27/2008 09:57
 KING COUNTY, WA

Document Title: RECIPROCAL ACCESS AND UTILITIES EASEMENT

Grantor: 1. Lakeside Industries, Inc.
 2. Attu LLC

Grantee: 1. Attu LLC
 2. Lakeside Industries, Inc.

EXCISE TAX NOT REQUIRED
 King County Records Division
 By *[Signature]* Deputy

Legal Description:

Abbreviated Legal Description: Ptn NE 1/4 and Pt SE 1/4, Sec. 35, Twnshp 22 N, R 5 E

Full Legal Description: See Exhibit C attached.

Assessor's Tax Parcel Nos.: 352205-9208-09; 352205-9004-05

Reference Nos. of Documents Released or Assigned: 9708070699

RECIPROCAL ACCESS AND UTILITIES EASEMENT

RECITALS

A. Lakeside Industries, Inc., a Washington corporation ("Lakeside"), is the owner of that certain real property described on Exhibit A hereto, which is made a part hereof by this reference (the "Lakeside Property").

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 TREADLAKESIDE INDUSTRIES\COVINGTON PIT

-1-

EASEMENTS

B. Attu LLC, a Washington limited liability company ("Attu"), is the owner of that certain real property described on Exhibit B hereto, which is made a part hereof by this reference (the "Attu Property").

C. The Attu Property is presently burdened by an easement in favor of the Lakeside Property, recorded under King County Recording No. 9708070699 (the "Existing Easement").

D. Attu and Lakeside have agreed to enter into this Reciprocal Access and Utilities Easement (the "Easement") for the mutual improvement and benefit of their respective properties. The Easement is located on the area legally described on attached Exhibit C (the "Easement Area").

E. In consideration of the mutual covenants set forth herein and in furtherance of complying with certain development conditions of the City of Covington relating to the Attu Property, the parties hereto grant and/or agree as follows:

GRANTS AND AGREEMENTS

1. Existing Easement. The Existing Easement is terminated.
2. Lakeside's Grant. Lakeside hereby grants and conveys the following nonexclusive, perpetual easement to Attu to run with and benefit the Attu Property, and to burden the Lakeside Property: An easement across, under, along and upon that portion of the property described on attached Exhibit C that is on the Lakeside Property, for the purposes of vehicular and pedestrian ingress and egress, underground utilities and appurtenances, including the right to grade, construct, install, replace and maintain improvements thereon for this purpose.
3. Attu's Grant. Attu hereby grants and conveys the following nonexclusive, perpetual easement to Lakeside to run with and benefit the Lakeside Property, and to burden the Attu Property: An easement across, under, along and upon that portion of the property described on attached Exhibit C that is on the Attu Property, for the purposes of vehicular and pedestrian ingress and egress, underground utilities and appurtenances, including the right to grade, construct, install, replace and maintain improvements thereon for this purpose.
4. Construction of Improvements. Lakeside and Attu agree to coordinate with one another on the construction of access and utility improvements in the Easterly Portion of the Easement Area, as described in Exhibit D, and in the area eastward from the Easterly Portion of the Easement Area to the intersection with Covington Way, which is subject to an easement granted by the Bonneville Power Administration for the benefit of the Lakeside Property and the Attu Property (referred to herein as the "Covington Way Connection Area"). Either party may, after written notice to the other party (the "Improvements Notice") and in accordance with the terms of this Section 4, construct and/or install access and/or utility improvements within the Easement Area and the Covington Way Connection Area, provided that the party making the

improvements shall (i) describe to the other party in the Improvements Notice the nature of, and design details for, the improvements it intends to make, (ii) consult with the other party to obtain the other party's suggestions, if any, regarding the location, design, construction, installation and capacity of the proposed improvements, (iii) construct and/or install all improvements to the standards of the City of Covington, the public utility, private utility, or any other municipal body or agency having jurisdiction over the improvements, (iv) commence construction and/or installation of the improvements no sooner than thirty (30) days after giving the Improvements Notice, and (v) if requested by such other party, complies with the provisions of Section 6 below. The party proposing the improvements agrees to incorporate into the design of the proposed improvements the reasonable comments and requests of the other party, with the objective that the improvements being constructed shall be adequate to safely serve the needs of the properties being served by the improvements, as they may be developed or redeveloped in the foreseeable future. Notwithstanding the foregoing, if either party's requirements for any particular utility service exceed the standard service requirements for properties of this type and size generally, then the party requiring the increased service will pay for the difference between what would be standard service for the parcels and the larger service required by such party, in addition to its equal share of the standard service.

The party giving the Improvements Notice may construct and install access and/or utility improvements within the Easement Area and the Covington Way Connection Area at its initial cost; upon completion of those improvements and written certification by a licensed engineer (the "Engineer's Certification") that the municipal or utility design requirements specified in this Section 4 have been satisfied, the party making the improvements shall be entitled to obtain reimbursement for fifty percent (50%) of the cost of designing, permitting, constructing and/or installing the improvements from the other party within thirty (30) days after providing to such other party the following information: (x) evidence in the form of invoices or similar documentation of costs incurred in designing, permitting and constructing the improvements, (y) a copy of the Engineer's Certification and, if applicable and available, written approval or acceptance of the completed improvements from the utility or municipal entity issuing permits for the improvements, and (z) delivery of a final lien waiver or release releasing from every actual or potential lien claimant performing labor or providing materials for the improvements.

Attu shall give notice and describe the improvements as required in this Section 4 for improvements to the Westerly Portion of the Easement Area as described in Exhibit E. Lakeside shall not be responsible to participate in the cost of such improvements, however, unless Lakeside's future use of its property requires the use of such improvements. If Lakeside determines that it will use the improvements in the Westerly Portion of the Easement Area, then it shall pay for one half of the cost of construction of such improvements, minus the cost of whatever changes or modifications to such improvements are necessary to meet Lakeside's requirements.

5. Maintenance of Improvements. Except as otherwise provided in Section 15 below, each party shall pay one-half (1/2) of the cost of maintaining, repairing and replacing (as

needed) the portion of all access and utility improvements in the Easterly Portion of the Easement Area as described on Exhibit D, and the portion of such improvements in the Covington Way Connection Area, so as to keep such improvements in good, safe condition and repair. Notwithstanding the foregoing, if any party or its employees, agents or contractors causes damage to access or utility improvements in the Easement Area and/or the Covington Way Connection Area, such party shall be responsible for paying the cost of repairing and replacing (as needed) the damaged improvements. Upon dedication of any improvements to the City of Covington, the parties' maintenance and repair obligations for such dedicated improvements under this agreement shall cease.

Except in cases of emergency, before performing any maintenance, repair and replacement (as needed) under Section 5, the party proposing to perform such maintenance shall notify the other party in writing of the proposed maintenance to be performed, and the estimated cost thereof (the "Maintenance Notice"). The party giving the Maintenance Notice shall not commence any maintenance work until at least thirty (30) days after giving the Maintenance Notice. The party receiving the Maintenance Notice shall consult with the party providing the Maintenance Notice as to the scope and means of maintenance, repair and replacement work to be performed. The parties shall work cooperatively to agree on the scope of maintenance, repair and replacement work to be performed. The provisions of this Section 5 shall also apply to the improvements in the Westerly Portion of the Easement Area (Exhibit E) if and to the extent such improvements are utilized by Lakeside as set forth under Section 4.

6. Bidding and Payment Requirements. Following receipt of an Improvements Notice or a Maintenance Notice, the party receiving such notice may request that the party providing the notice provide a bid (the "First Bid") from a licensed contractor specifying the work to be completed and the cost of such work. If the bid is not acceptable to the party receiving the notice, then such party shall have a right to obtain a bid ("Alternate Bid") within thirty (30) days after receipt of the First Bid, from a licensed contractor for the same work, and the lowest bid shall be accepted by the parties. If the party receiving the notice fails to obtain an Alternate Bid and submit a copy thereof to the owner submitting the First Bid within said 30-day period, then the contractor submitting the First Bid shall be used to perform the work. All repair and restoration work will be at least to the same standard and quality as the original improvements.

7. Sewer Improvements and Service. Lakeside shall not participate in the initial construction of the sewer extension that will serve the Attu Property, but shall pay standard latecomer's fees as determined by the Soos Creek Water and Sewer District for a sewer extension to serve its parcel when Lakeside's final use is determined and permitted. Attu shall accommodate a sewer extension for the Lakeside Property as part of the initial design of its sewer system, including without limitation an easement across the Attu Property benefiting the Lakeside Property.

8. Compliance with Laws and Rules. The parties shall at all times exercise their rights hereunder in accordance with all applicable statutes, orders, rules and regulations of any public authority or utility district having jurisdiction from time to time in effect, and in compliance with the plans and specifications for such improvements as approved by the applicable public authority or utility district.

9. Coordination of Activities. Each party shall coordinate with the other party and such other party and provide it with at least five (5) days' prior written notice of intent to enter upon such other party's property to commence any activity permitted hereunder; provided, however, that in the event of an emergency requiring immediate action by either party for the protection of persons or property, action shall be allowed prior to or upon such notice to the other as is reasonable under the circumstances. The owner of the Lakeside Property and the owner of the Aitu Property agree to work cooperatively with one another in good faith and to consider making reasonable adjustments to the Easement Area burdening each such owner's property to the extent that any applicable governmental permitting requirements would require a modification of the Easement Area.

10. Work Standards. All work to be performed hereunder shall be completed in a careful and workmanlike manner, free of claims or liens. Upon completion of such work, and any maintenance thereafter, the party performing the work shall remove all debris, and shall replace any corner property monuments or survey references that were disturbed or destroyed during construction.

11. Use and Activities. Each party shall exercise its rights hereunder so as to minimize, and avoid if reasonably possible, interference with the other party's use of its property. Each party shall at all times conduct any activities performed hereunder on the other party's property so as not to interfere with, obstruct or endanger such other party's operations or improvements.

12. Default and Remedies. If either party shall default in the performance of any obligation required hereunder and if upon the expiration of fifteen (15) days after written notice from the other party stating with particularity the nature and extent of such default, the defaulting party has failed to cure such default and is not making a diligent effort to cure such default, then any non-defaulting party, in addition to all other remedies it may have at law or in equity, shall have the right to perform such obligation of this easement on behalf of such defaulting party, and to be reimbursed by such defaulting party for the cost thereof with interest at the lesser of ten percent (10%) or the maximum rate allowed by law. Any such claim for reimbursement, together with interest as aforesaid, shall be a secured right and a lien shall attach and take effect upon recordation of a prior claim of lien by the claimant in the office of the King County Recorder. The claim of lien shall include the following: (i) the name of the claimant; (ii) a statement concerning the basis of the claim of the lien; (iii) the last known name and address of the party of the parcel against which the lien is claimed; (iv) a description of the property against which the lien is claimed; (v) a description of the work performed or payment made which has

given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provision of this easement, including a reference to the recording number of this easement. The claim of lien shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the party against whom the lien is claimed, either by personal service or by mailing to the defaulting party as provided in the Section 18 below. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of mortgage liens.

13. Mortgagee Protection. Any liens authorized or permitted by this Easement shall be subordinate to any mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, which mortgage or deed of trust was recorded prior to the recording of the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any first mortgage or deed of trust shall take free and clear from any such then existing lien, but otherwise subject to the provisions of this easement.

14. Attorneys' Fees. If any legal action is necessary to enforce the terms or conditions of this agreement, including but not limited to, an arbitration proceeding if agreed upon by the parties hereafter, the prevailing parties shall be entitled to recover from the other party to the dispute all costs of such action or proceeding and reasonable attorneys' fees as determined by the trier of fact in addition to any other relief to which it may be entitled.

15. Storm Water Detention Easement Area. The owner of the Attu Property will construct a storm water detention facility (the "Facility") on the Attu Property to serve the Attu Property. The owner of the Attu Property agrees that in constructing the Facility, it will construct the Facility with a capacity large enough to accommodate and serve the storm water detention needs of the road improvements made to the Easement Area and to the Covington Way Connection Area described above. The owner of the Attu Property agrees to cause runoff associated with such road improvements to be collected and diverted to the Facility. Upon completion of the construction of the Facility, and upon satisfying the conditions for reimbursement set forth in the second paragraph of Section 4 above, the owner of the Lakeside Property shall reimburse the owner of the Attu Property for the additional incremental cost such owner incurred in constructing the Facility in order to provide the additional capacity needed to provide storm water drainage and detention service for one-half of the roadway improvements constructed under this Easement. The owner of the Attu Property will maintain the Facility and keep it in good repair at its sole expense.

16. Lot Line Adjustment. The owner of the Lakeside Property shall prepare a lot line adjustment application at its expense to cause the property legally described on attached Exhibit F to be removed from the Attu Property and to be added to the Lakeside Property. Upon approval of such lot line adjustment, the owner of the Attu Property shall execute and deliver to the owner of the Lakeside Property for recording a quit claim deed conveying the property

legally described on attached Exhibit F to the owner of the Lakeside Property. This conveyance shall be made in consideration of this Easement, and termination of the Existing Easement, and without further consideration, and the costs associated with the conveyance shall be paid by the owner of the Lakeside Property. The owner of the Attu Property agrees to execute a real estate excise tax affidavit and such other documents as may be convenient or necessary to complete the conveyance of the property described on Exhibit F to the owner of the Lakeside Property. The owner of the Attu Property agrees to cooperate in all respects with the owner of the Lakeside Property and to execute such documents as shall be necessary or convenient to completing this lot line adjustment, including without limitation, obtaining the release of the property described on Exhibit F from mortgage debt and other third party liens.

17. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

18. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered or when delivered by private courier service (such as Federal Express), when sent by facsimile with electronic confirmation of transmission, or three (3) days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To Attu:

JAN SINCLAIR
414 TUNIS - CANTON, WA
CANTON, WA 98814

To Lakeside: Lakeside Industries, Inc.
P.O. Box 7016
Issaquah, WA 98027
Attn: _____
Fax: (425) 313-2620

EXECUTED as of October 23, 2008.

LAKESIDE INDUSTRIES, INC.,
a Washington corporation

By: _____
Its: _____

ATTU LLC, a Washington
limited liability company

By: [Signature]
Its: MEMBER

2886008:10/15/08
TREAD\LAKESIDE INDUSTRIES\COVINGTON.PIT

-7-

EASMENTS

legally described on attached Exhibit F to the owner of the Lakeside Property. This conveyance shall be made in consideration of this Baseament, and termination of the Existing Easement, and without further consideration, and the costs associated with the conveyance shall be paid by the owner of the Lakeside Property. The owner of the Attu Property agrees to execute a real estate excise tax affidavit and such other documents as may be convenient or necessary to complete the conveyance of the property described on Exhibit F to the owner of the Lakeside Property. The owner of the Attu Property agrees to cooperate in all respects with the owner of the Lakeside Property and to execute such documents as shall be necessary or convenient to completing this lot line adjustment, including without limitation, obtaining the release of the property described on Exhibit F from mortgage debt and other third party liens.

17. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

18. Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered or when delivered by private courier service (such as Federal Express), when sent by facsimile with electronic confirmation of transmission, or three (3) days after being deposited in the United States Mail in registered or certified form, return receipt requested, addressed as follows:

To Attu: _____

To Lakeside: Lakeside Industries, Inc.
P.O. Box 7016
Issaquah, WA 98027
Attn: MIKE LEE
Fax: (425) 313-2620

EXECUTED as of October 23, 2008.

LAKESIDE INDUSTRIES, INC.,
a Washington corporation

ATTU LLC, a Washington
limited liability company

By: [Signature]
Its: President

By: _____
Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 01st day of October, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Michael J. Lee, known to me to be the President of Lakeside Industries, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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



Kimberly A. Milan
Signature

Kimberly A. Milan
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at Pierce. My commission expires 9/6/12

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 23RD day of OCTOBER, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JOHN SINCLAIR, known to me to be the MANAGING MEMBER of Attu LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

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



[Signature]
Signature

V.T. KLICK
Print Name

NOTARY PUBLIC in and for the State of Washington, residing at SEATTLE.
My commission expires 6-9-10.

EXHIBIT A**LEGAL DESCRIPTION OF THE LAKESIDE PROPERTY**

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHEAST QUARTER LYING SOUTHEASTERLY OF THE SOUTHEAST RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2.

LESS THAT PORTION NORTHEASTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF BLACK DIAMOND ROAD AS CONVEYED TO KING COUNTY, WASHINGTON, UNDER RECORDING NO. 7312060243.

LESS THAT PORTION OF THE SAID NORTHEAST QUARTER OF SECTION 35 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35;

THENCE NORTH 0°57'37" EAST ALONG THE WEST LINE OF THE SAID EAST HALF FOR A DISTANCE OF 534.30 FEET;

THENCE NORTH 85°26'42" EAST FOR A DISTANCE OF 1311.86 FEET TO A POINT ON THE EAST LINE OF THE SAID EAST HALF, BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;

THENCE SOUTH 01°09'51" WEST ALONG THE SAID EAST LINE OF SECTION 35 FOR A DISTANCE OF 658.14 FEET TO THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN;

THENCE NORTH 89°08'19" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 FOR A DISTANCE OF 1303.44 FEET MORE OR LESS TO THE POINT OF BEGINNING.

EXHIBIT B**LEGAL DESCRIPTION OF THE ATTU PROPERTY**

THAT PORTION OF THE NORTHEAST QUARTER AND SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35;
 THENCE NORTH 0°57'37" EAST ALONG THE WEST LINE OF THE SAID EAST HALF FOR A DISTANCE OF 534.30 FEET;
 THENCE NORTH 85°26'42" EAST FOR A DISTANCE OF 1311.86 FEET TO A POINT ON THE EAST LINE OF SAID EAST HALF, BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

THENCE SOUTH 01°09'51" WEST ALONG THE SAID EAST LINE OF SECTION 35, FOR A DISTANCE OF 658.14 FEET TO THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
 THENCE NORTH 89°08'19" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 FOR A DISTANCE OF 1303.44 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH 330 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

EXHIBIT "C"

A 60 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES HAVING 30 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 22 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THENCE ALONG THE EASTERLY LINE OF SAID NORTHEAST QUARTER, NORTH 01° 09' 37" EAST FOR 629.79 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 81° 09' 46" WEST FOR 73.75 FEET TO THE BEGINNING POINT OF A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET FROM WHICH THE RADIUS POINT BEARS SOUTH 08° 50' 02" WEST;

THENCE LEFT ALONG SAID CURVE FOR AN ARC LENGTH OF 110.51 FEET, SAID CURVE HAVING A CHORD BEARING OF NORTH 87° 54' 06" WEST FOR 110.25 FEET;

THENCE SOUTH 85° 21' 45" WEST FOR 1027.41 FEET TO THE EASTERLY LINE OF THE WESTERLY 100 FEET OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER AND TERMINUS OF SAID DESCRIBED CENTERLINE.

THE SIDELINES OF SAID 60 FOOT EASEMENT BEING SHORTENED AND OR LENGTHENED TO TERMINATE AT EASTERLY LINE OF THE WESTERLY 100 FEET AND THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID NORTHEAST QUARTER.

10/1/2008



EXHIBIT "C"
INGRESS, EGRESS & UTILITY EASEMENT

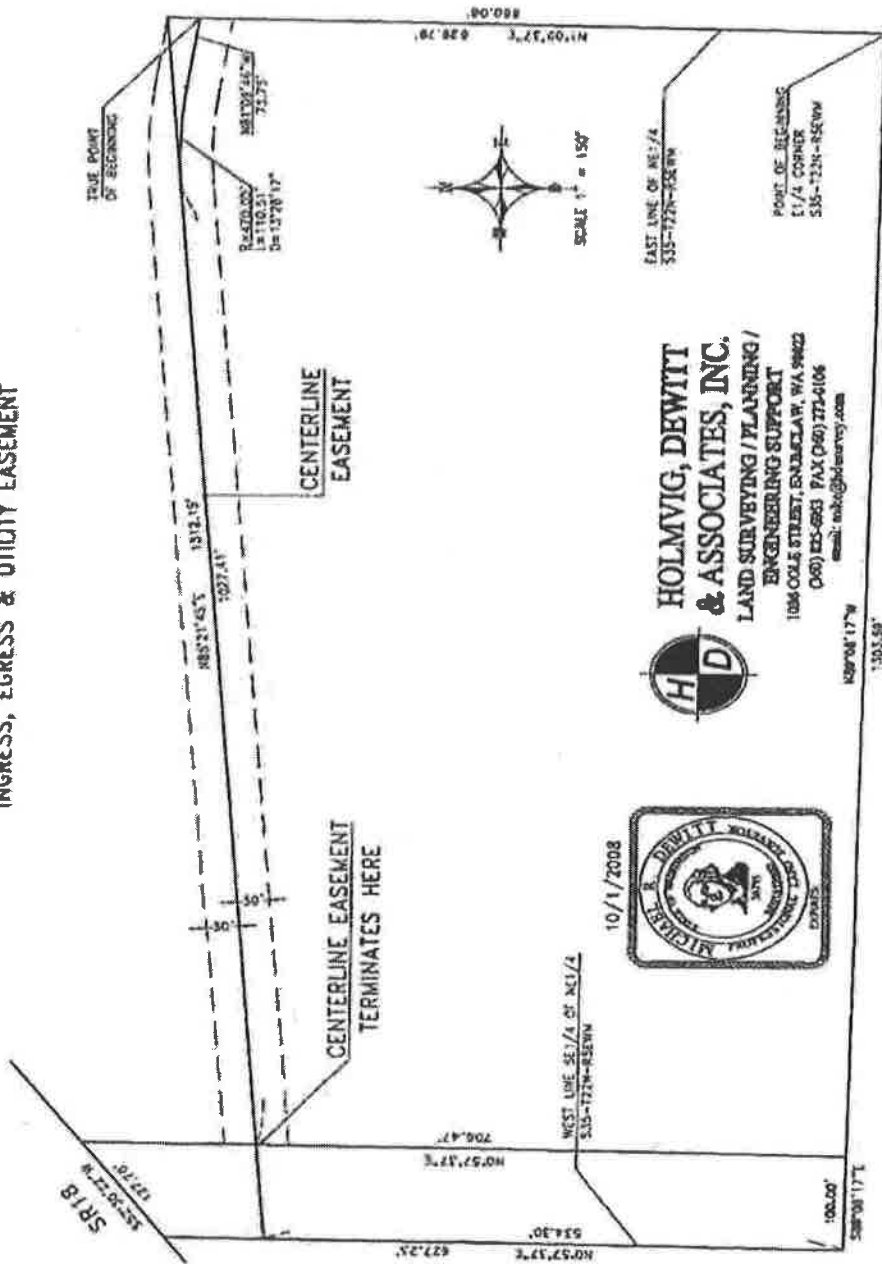
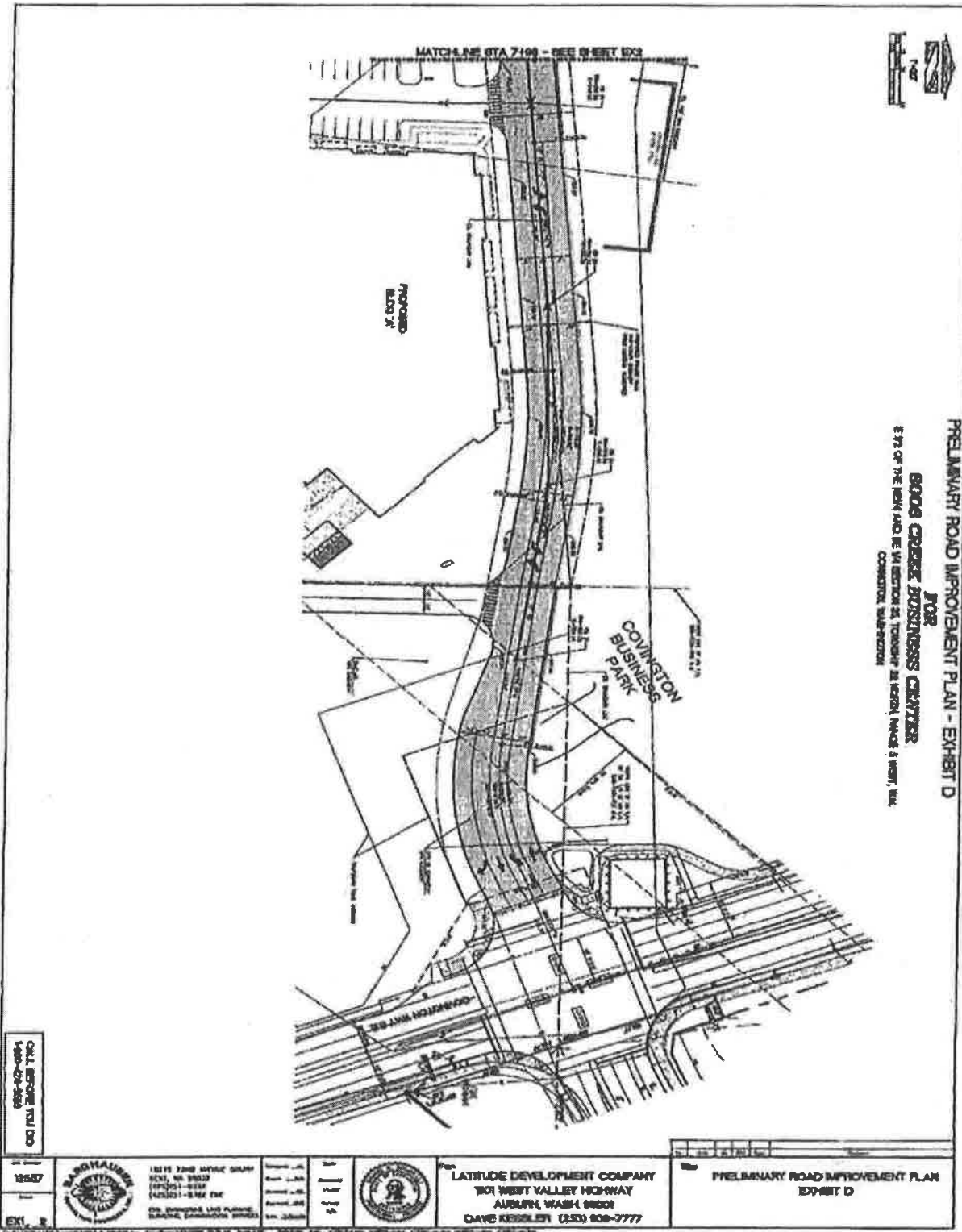


EXHIBIT D
EASTERLY PORTION OF EASEMENT AREA

2886008.10/1508
TREADLAKESIDE INDUSTRIES/COVINGTON PIT

-12-

EASEMENTS



CALL BEFORE YOU DIG
1-800-424-3888

10567 EX-1	 BANDTMAIER 1815 23RD AVENUE SOUTH SUITE 100 98022 (206) 835-8100 (206) 835-8101 FAX CIVIL ENGINEERING AND PLANNING SURVEYING, ENVIRONMENTAL SERVICES	Date: 8/2/17 Scale: 1"=40' Author: JLD Check: JLD Appr: JLD		LATITUDE DEVELOPMENT COMPANY 2101 WEST VALLEY HIGHWAY ALUMINUM, WASH 98001 DAVE KESSELY (206) 608-7777	PRELIMINARY ROAD IMPROVEMENT PLAN EXHIBIT D
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EXHIBIT E
WESTERLY PORTION OF EASEMENT AREA

2886008:10/15/08
TREADALAKESIDE INDUSTRIES\COVINGTON #11

-16-

EASEMENT#

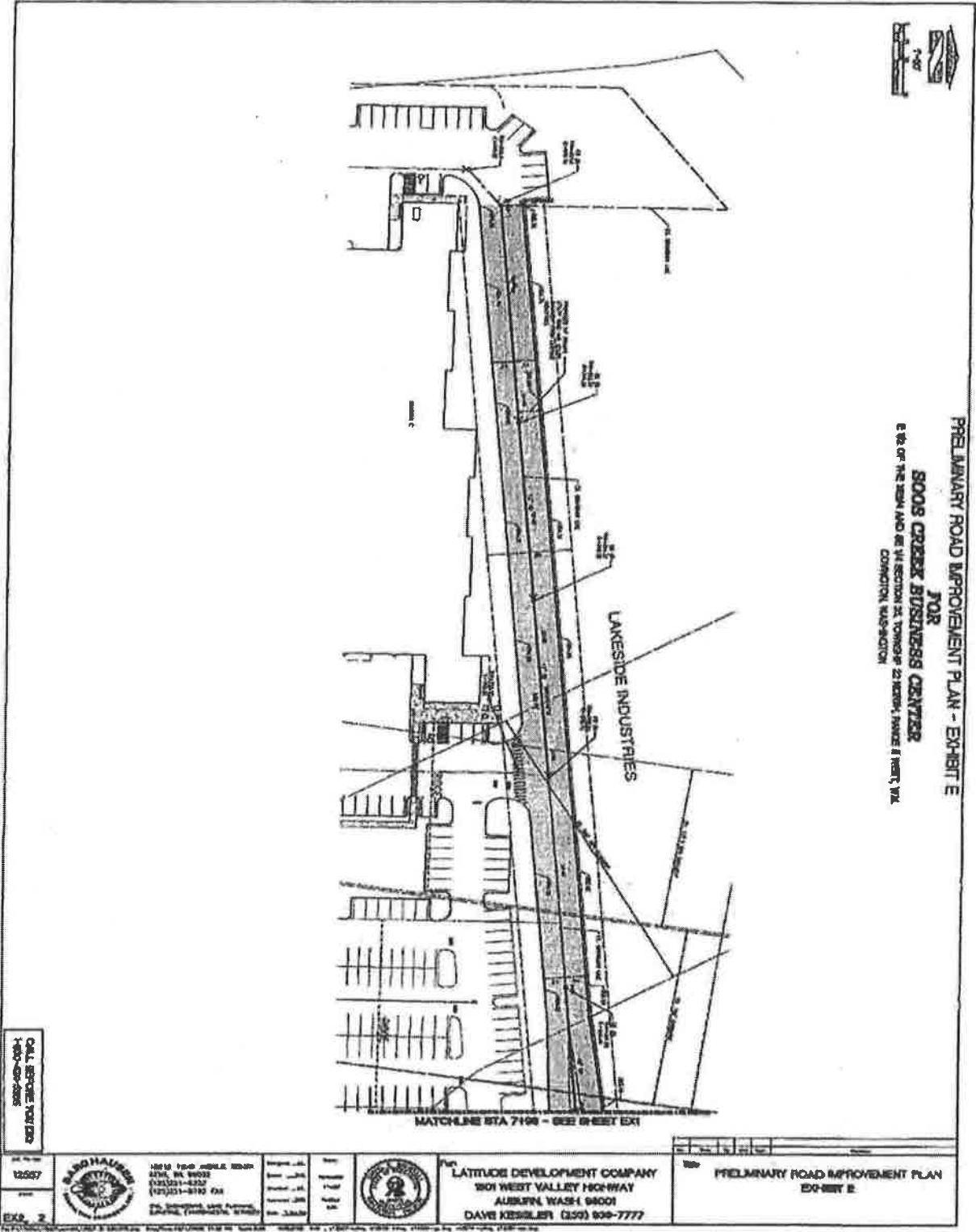


EXHIBIT F
AREA SUBJECT TO LOT BOUNDARY ADJUSTMENT

2886008:10/15/08
TREADLAKESIDE INDUSTRIES/COVINGTON PT

-18-

EASEMENTS

EXHIBIT "F"

"STUB" PROPERTY LEGAL DESCRIPTION

THE WEST 100 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING SOUTHERLY OF THE SOUTHEAST MARGIN OF SR18 AS ESTABLISHED BY DEED RECORDED UNDER RECORDING NUMBER 9512141551 NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SECTION 35;
THENCE NORTH 00° 57' 37" EAST ALONG THE WEST LINE OF SAID EAST HALF FOR A DISTANCE OF 564.44 FEET TO THE TRUE POINT OF BEGINNING OF SAID DESCRIBED LINE;
THENCE NORTH 85° 21' 45" EAST FOR TO A POINT ON THE EAST LINE OF SAID EAST HALF AND TERMINUS OF SAID DESCRIBED LINE.

10/1/2008



ATTACHMENT B:
FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

The undersigned parties, **KING COUNTY**, a political subdivision of the State of Washington (the "**Seller**") and **CTT, LLC**, a Washington limited liability company (the "**Buyer**"), hereby agree to amend that certain Real Estate Purchase and Sale Agreement between the Parties with the Effective Date of August 18, 2017 (the "**Agreement**"). This "**First Amendment**" shall be effective as of the date it has been fully executed by both Parties.

RECITALS

A. Buyer and Seller are Parties to the Agreement by which Seller has agreed to sell and Buyer to purchase that certain real property located at 28411 Covington Way SE, King County, State of Washington (the "**Property**").

B. The Parties desire to adjust and clarify the deadline and requirements for Closing.

THEREFORE, for valuable consideration, the parties hereby mutually agree as follows:

1. The Agreement is hereby amended by striking Recital B in its entirety and replacing it with the following:

B. Seller desires to sell the Land and Buyer desires to purchase the Land. The Parties agree that the sale of the Land is conditioned on the Buyer granting to Seller a utility and access easement and agreement, as further described herein, immediately after the conveyance of the Land. The sale of the Land will be coordinated with the "Phase 2 Closing," as described in the Fall City Site Real Estate Purchase and Sale Agreement between the Parties dated December 19, 2012 and all amendments thereto ("**Fall City Agreement**").

2. The Agreement is hereby amended by striking Section 5.2 in its entirety and replacing it with the following:

5.2. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller's performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council ("**Council Approval Contingency**"). The Council Approval Contingency will be satisfied if the Metropolitan King County Council (the "**Council**") passes an ordinance approving the conveyance of the Property pursuant to the terms of this Agreement ("**Ordinance**"), and the Ordinance becomes effective on or before March 31, 2018 ("**Council Approval Period**"). If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

3. The Agreement is hereby amended by adding a new Section 5.3 as follows:

5.3. FALL CITY PHASE 2 CLOSING. The Parties agree that the Closing on the Property shall be coordinated with the Phase 2 Closing described in the Fall City Agreement as follows: after the deed conveying the Property is recorded, immediately thereafter the deed for the Phase 2 Closing will be recorded.

4. The Agreement is hereby amended by striking Section 10.1 in its entirety and replacing it with the following:

10.1 CLOSING/CLOSING DATE. The Closing shall take place on a date specified by Buyer upon thirty (30) days' advance written notice to Seller, but in all events on or before September 1, 2018, or such later date as may be mutually agreed upon in writing by the Parties ("Closing Date"). The Closing shall be coordinated with the Phase 2 Closing described in the Fall City Agreement as follows: after the deed conveying the Property to Buyer is recorded, immediately thereafter the deed for the Phase 2 Closing will be recorded. The Parties have established an escrow account with the Escrow Agent and Buyer has deposited the Earnest Money. 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.

5. Capitalized terms used in this First Amendment and not otherwise defined in this First Amendment have the same meanings as in the Agreement. Except as amended by this First Amendment, the Agreement remains in full force and effect.


6. This First Amendment may be executed in identical counterparts, and may be delivered by email transmission. At the request of either Party, the Parties will deliver original ink signatures to each other.

EXECUTED on the dates set forth below.

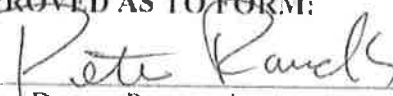
SELLER: KING COUNTY

By: 
Name: Anthony Wright
Title: Director, Facilities Management Division
Date: 1/19/18

BUYER: CTT, LLC

By: 
Name: Tony Bennett
Title: Managing Member
Date: 1/19/18

APPROVED AS TO FORM:

By: 
Senior Deputy Prosecuting Attorney