## Filed for Record at the Request of:

Ryan D. White BEAN, GENTRY, WHEELER & PETERNELL, PLLC

2211 Elliott Avenue, Suite 200 Seattle, WA 98121

SOUND TRANSIT TERM PAGE-001 OF 004 11/13/2014 12:14

## TERMINATION AGREEMENT FOR CARRIAGE PLACE (RCW 64.34)

**GRANTOR:** 

Central Puget Sound Regional Transit Authority, d/b/a Sound

Transit, a regional transit authority

**GRANTEE:** 

Central Puget Sound Regional Transit Authority, d/b/a Sound

Transit, a regional transit authority

LEGAL DESCRIPTION:

CARRIAGE PLACE, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED UNDER KING COUNTY RECORDING NO. 7711151021, AND ANY AMENDMENTS THERETO, AND SURVEY MAP AND PLANS IN VOLUME 14 OF CONDOMINIUMS, ON PAGES 71 THROUGH 73, INCLUSIVE, AND ANY AMENDMENTS THERETO, RECORDS OF KING COUNTY, WASHINGTON

Assessor's Tax Parcel No.:

140240-0010, 140240-0020, 140240-0030, 140240-0040, 140240-0050, 140240-0060, 140240-0070, 140240-0080, 140240-0090, 140240-0100, 140240-0110, 140240-0120, 140240-0130, 140240-0140, 140240-0150, 140240-0160, 140240-0170, 140240-0180, 140240-0190, 140240-0200, 140240-0210, 140240-0220, 140240-0230, and 140240-0240

Referenced Documents:

7711151022

Central Puget Sound Regional Transit Authority, d/b/a Sound Transit, a regional transit authority ("Sound Transit"), being the sole owner of the property legally described above (the TERMINATION AGREEMENT

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"Property"), known as Carriage Place (the "Condominium"), created by the Declaration of Condominium for Carriage Place, recorded under Recorder's File No. 7711151022, as amended by Amendment Nos. 1 through 6, recorded under Recording Nos. 7712060701, 7801300543, 8102250490, 8201260337, 8608041049 and 8906191201, respectively (collectively, the "Declaration"), hereby terminates the Condominium pursuant to the provisions of the Washington Condominium Act (Chapter 64.34 RCW) and the Horizontal Property Regimes Act (Chapter 64.32 RCW) and enters into the following Termination Agreement. The undersigned constitutes one hundred percent (100%) of the Apartment Owners. This Termination Agreement is immediately effective, and the termination of the Condominium will be binding upon the Property and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeiture, foreclosures, or sales of Apartments under security instruments. Where not otherwise defined herein, capitalized terms have the meanings set forth in the Declaration or, if not defined therein, in the Horizontal Property Regimes Act and the Washington Condominium Act.

## **BACKGROUND**

A developer formed the Condominium on November 5, 1977, by recording the Declaration.

Recently, Sound Transit acquired all of the Apartments in the Condominium and desires to lease them until such time as they are demolished.

Sound Transit no longer desires the features of the condominium form of ownership.

Accordingly, Sound Transit, as the sole owner of all Apartments in the Condominium, now desires to terminate the Condominium by agreement, consistent with RCW 64.32.150 and 64.34.268.

## **TERMINATION**

NOW, THEREFORE, in consideration of the mutual obligations herein and other valuable consideration, receipt of which is hereby acknowledged, Sound Transit agrees as follows:

- 1. Termination of Condominium. Sound Transit hereby terminates the Condominium. Sound Transit possesses one hundred percent (100%) of the voting rights in the Association of Apartment Owners and therefore satisfies the requirements in RCW 64.32.150(1) and 64.34.268(1). Because Sound Transit is the sole owner, no tenancy in common will result and Sound Transit will own the Property in fee simple.
- 2. Void if Not Recorded. This Termination Agreement will be void if not recorded on or before December 1, 2014.

TERMINATION AGREEMENT

- 3. Creditors. There are no creditors of the Association and, to the extent any may appear, they will be addressed by Sound Transit.
- 4. Sale of Property. Sound Transit, being the only Apartment Owner, may sell all or any part of the Property following termination of the Condominium, and any sale of all or any part of the Property shall be on terms agreed to with the purchaser, in the sole discretion of Sound Transit. Because Sound Transit is the sole Apartment Owner, any contract for sale of the Property will be binding on the Apartment Owner upon being signed by Sound Transit, without further action. Proceeds of any sale will be distributed to Sound Transit and any lienholders as their interests appear.
- 5. Termination of the Association. Because the Association has no members other than Sound Transit, any powers and duties the Association would otherwise have pursuant to RCW 64.34.268(4) are inapplicable. The Association may, but need not, commence winding up immediately upon recording of this Termination Agreement. No further assessments will be made. Sound Transit has the right to possession of the entire Property.

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORIZ

d/b/a Sound Transit, a regional transit authority

Bv:

Michael Harbour

Its Deputy Chief Executive Officer

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TERMINATION AGREEMENT

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STATE OF WASHINGTON ) s

COUNTY OF KING )

On this date, personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, MICHAEL HARBOUR, to me known to be the Deputy Chief Executive Officer of CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY d/b/a Sound Transit, a regional transit authority, the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and who is authorized to execute the said instrument on behalf of said entity.

D. CROCO.

OF WASHINGTON

OF WASHINGTON

(print name) Daphne D. Cross

Notary Public for the State of Washington

Residing at Seattle

, WA

Appointment Expires: 9-20 -18

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