

ATTACHMENT TO TRANSMITTAL LETTER
FOR THE PROPOSED ORDINANCE FOR RYERSON BASE

MEMORANDUM OF AGREEMENT

Memorandum Of Agreement

After execution return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P.O. Box 47338
Olympia, WA 98504-7338

Document Title: Memorandum of Understanding
Reference Number of Related Document: N/A
Legal Description: SR 90, 4th Ave. S to Airport Way S.
Parcel Number: 1-17659

MEMORANDUM OF AGREEMENT
(Ryerson Base)

SR 90, 4th Ave. S. to Airport Way S.

This MEMORANDUM OF AGREEMENT ("MOA") is made and entered into by and between KING COUNTY, a political subdivision of the State of Washington, which acquired a portion of the lands herein mentioned as THE MUNICIPALITY OF METROPOLITAN SEATTLE, ("County"), and the State of Washington, ("State" or "WSDOT"). The County and WSDOT are sometimes collectively referred to as the "Parties" and individually as "Party."

RECITALS

WHEREAS, the State requires a part of the County's real estate, located on the County's Ryerson Bus Base and described below, for construction and operation of a transportation project for the purposes of making highway improvements to SR 90 ("SR 519 Project") and has notified the County of its intent to institute condemnation proceedings, if necessary, to acquire the County's real property; and

WHEREAS, WSDOT made an offer of \$769,200.00 ("State Settlement Amount") for the property owned by the County as shown on the Right of Way plan titled SR 90, 4th Ave. S. to Airport Way S., Sheet 3 of 6 Sheets, approved May 27, 2005 and revised

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March 3, 2009 ("Right of Way Plan"). A copy of the Right of Way Plan is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the State owns that certain real property located in, County of King, State of Washington which, in 1987, the State granted the County an Airspace Lease identified as WSDOT Inventory Control Number AA-1-09057 ("Airspace Lease") and all of which is located within and has been used for transit purposes as a part of the County's Ryerson Bus Base ("Ryerson Bus Base") operations; and

WHEREAS, the County disagreed with the State Settlement Amount as offered by the State in the possible eminent domain matter and proposed a counter-offer with a substantially different fair market value amount but offering the solution that the State consider an exchange of land as a resolution to this issue; and

WHEREAS, the County and the State agree that it is in the general public's best interest to settle the possible condemnation action by agreeing to an exchange of certain property interests; and

WHEREAS, the real property interests the State and the County desire to exchange with each other are shown on the Right of Way Plan and also further depicted in the drawings attached hereto as **Exhibits B-1 through B-7, inclusive** and made a part hereof; and

WHEREAS, in order to accomplish the exchange, the State has declared the parcel shown on Exhibit **B-7** as surplus to its needs (Surplus Property); and

WHEREAS, Because of the timing of the construction of the SR 519 Project, the Parties are unable to finalize all of the necessary exchange documents to complete the exchange prior to the time that the State requires access to property owned or leased by the County and the State has requested that the County execute a Temporary Construction Easement (TCE) concurrent with the execution of this MOA so that the State's contractor can obtain the requisite access; and

WHEREAS, the County is in agreement to execute the TCE, but does so in detrimental reliance on the State's agreement to settle the condemnation issue by exchanging property interests as required by the Exchange Agreement (hereafter defined) and this MOA and also in detrimental reliance on execution of the Operations Agreement (hereafter defined) in which the State shall pay the County a certain amount of money to compensate the County for operational impacts and costs that the County will incur as a result of the temporary relocation of its buses from the Ryerson Base caused by the State's occupancy of the Easement Property (as defined in the TCE); and

WHEREAS, The Parties agree as soon as practicable, using its best good faith effort to effectuate the exchange of property interests contemplated by this MOA. To that end, the Parties will negotiate an agreement setting forth the terms of the exchange utilizing the

Memorandum Of Agreement

form attached hereto as **Exhibit C** as a template for such an agreement. ("Exchange Agreement")

AGREEMENT

NOW, THEREFORE, in consideration by and between the County and the State to an exchange of interests in real estate, and the other consideration as stated in this MOA, the Parties agree to proceed under the following terms and conditions:

1. Exchange of Real Property.

1.1 The Parties shall continue to negotiate in good faith to finalize the Exchange Agreement.

1.2 The State shall convey to the County the Surplus Property by Quitclaim Deed in substantially the same form as **Exhibit D**, which is attached made a part hereof and as depicted on **Exhibits B-5 and B-7**.

1.3 The County shall convey to the State the County Exchange Property in substantially the same form as **Exhibit E**, , which is attached hereto and made a part hereof and as depicted as **Exhibits B-3 and B-4**.

2. Airspace Lease The Parties acknowledge that once the exchange transaction and WSDOT conveys the Surplus Property to King County , the Airspace Lease shall remain in effect but shall no longer include the Surplus Property as part of the "premis," as shown on **Exhibit H** attached hereto and made a part hereof.

3. Temporary Construction Easement. Concurrent with the execution of this MOA by both Parties, King County will execute and deliver to the State the TCE in substantially the same form as **Exhibit F** attached hereto and made a part hereof. The TCE shall govern the State's possession and use of the Easement Property (as defined in the TCE), including, but not limited to, the duration of its permission to possess and use the Easement Property.

4. Compensation for Operational Costs. In addition to the exchange of real property interests stated above, WSDOT shall pay to King County **Five Hundred Thousand Dollars (\$500,000)** as reimbursement for operational costs incurred by King County and associated with the relocation of King County's transit buses from the Ryerson Bus Base for six (6) months starting on the month WSDOT enters the King County Parcel (as defined in the TCE) to begin construction pursuant to the TCE. Continued use of the King County Parcel in excess of six (6) months shall be at a cost to WSDOT of Eighty Three Thousand Three Hundred and Thirty Three Dollars (\$83,333) per month. A copy

Memorandum Of Agreement

of the Agreement for Reimbursement To King County For Mitigation To Impacts To Metro Operations is attached as **Exhibit G** and made a part hereof ("Operations Agreement").

5. Representations and Warranties. Each Party represents and warrants to the other that the execution, delivery and performance of this MOA (i) is within the its power under its legislative authority and (ii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which either party is a party or which is presently in effect and applicable and (iii) each Party is the fee owner of those interests that it intends to convey in fee and (iv) each of the Parties that executes this MOA has the necessary and requisite authority to bind that respective Party.

6 Legislative Approval. King County's performance of its obligations under this MOA shall be conditioned on obtaining all necessary approval from the King County Council, including without limitation, execution of the the Exchange Agreement and the conveyances contemplated in the Exchange Agreement. The Parties shall cooperate with each other and use their best faith efforts to accomplish the terms of this MOA.

7. Default. In the event of default by either Party to this MOA the non-defaulting Party shall have the right to bring an action for any remedies available to such Party at law or equity. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue. In the event of any controversy, claim, or dispute arising out of this MOA, the prevailing Party shall be able to collect reasonable attorneys' fees and costs (including without limitation, expert and consultant fees and expenses) in any action to enforce the terms of this MOA.

8 Execution Date of Exchange Agreement. Subject to Section 6 above, the Parties intend for to execute the Exchange Agreement on or before **September 1, 2009** with the closing of the Exchange Parcels to occur no later than the earlier of sixty (60) days after the completion of construction of the SR 519 or August 31, 2010, whichever is earlier. The State shall provide written notice to King County when construction of the SR 519 Project has been completed on the Ryerson Bus Base.

9 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this MOA 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 (2) 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 Party at the addresses set forth below or at such other addresses as any Party may specify by notice to all other Party and given as provided herein:

Memorandum Of Agreement

If to KING COUNTY: KING COUNTY Transit Division
King County Department of Transportation
Attn: Randy Witt
201 South Jackson Street
KSC-TR-0431
Seattle, Washington 98104-3856

With a copy to: Harold McNelly
500 Fourth Avenue
ADM-ES-0500
Seattle, WA 98104

If to STATE: John White
Program Director, Alaskan Way Viaduct
310 Maple Park Avenue SE
P.O. Box 47338
Olympia, WA 98504-7338

10. Miscellaneous. In the event any portion of this MOA shall be found to be invalid by any court of competent jurisdiction, such holding shall not impact or affect the remaining provisions of this MOA unless that court of competent jurisdiction rules that the principal purpose and intent of this MOA should and/or must be defeated, invalidated or voided. 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. Prior to and after the closing under the Exchange Agreement, 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 MOA. This MOA and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this MOA will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. All Parties acknowledge and represent, as an express term of this MOA, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this MOA. The recitals to this MOA are a material part of this MOA.

11 Exhibits. The following Exhibits described herein and attached hereto are fully incorporated into this MOA by this reference:

EXHIBIT A-RIGHT OF WAY PLAN
EXHIBIT B1-B7- REAL PROPERTY DEPICTIONS
EXHIBIT C-EXCHANGE AGREEMENT
EXHIBIT D-WSDOT QUIT CLAIM DEED

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EXHIBIT E-KING COUNTY QUIT CLAIM DEED & EASEMENT
EXHIBIT F- TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT G-OPERATIONS AGREEMENT
EXHIBIT H-AIRSPACE LEASE PARCEL

[CONTINUE TO NEXT PAGE FOR SIGNATURES]

Memorandum Of Understanding


IN WITNESS WHEREOF, the Parties have executed this MOA and is effective on the dates specified below.

**KING COUNTY
Facilities Management Division**

By: 
Name: Jim Jacobson
Title: Deputy Director

Date: 5-29-09

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

By: 
John White Program Director,
Alaskan Way Viaduct

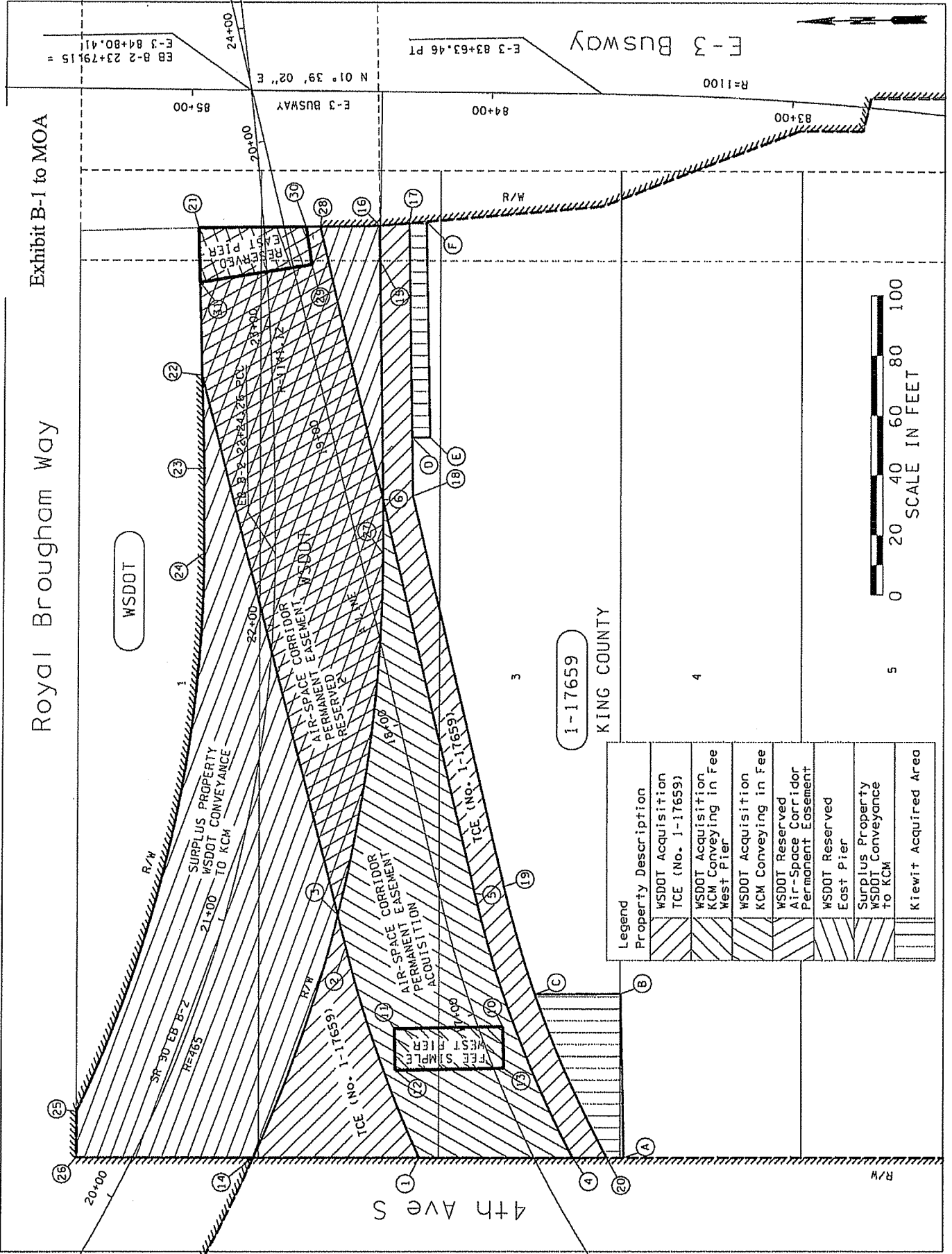
Date: 5/29/09

Memorandum Of Agreement

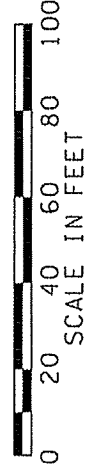
Exhibits Attached

Royal Brougham Way

Exhibit B-1 to MOA



Property Description
WSDOT Acquisition
TCE (No. 1-17659)
WSDOT Acquisition KCM Conveying in Fee West Pier
WSDOT Acquisition KCM Conveying in Fee
WSDOT Reserved Air-Space Corridor Permanent Easement
WSDOT Reserved East Pier
Surplus Property WSDOT Conveyance to KCM
Kiewit Acquired Area



1-17659
KING COUNTY

WSDOT

EB-B-2 23+79.15 =
E-3 84+80.41 =

E-3 83+63.46 PT

85+00

84+00

83+00

20+00

20+00

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SURPLUS PROPERTY (EXCLUDES FEE SIMPLE EAST PIER)

14	EB B-2 20+30.90	36.00	RT
	R=501.00	L=208.33	
27	EB B-2 22+24.26	36.00	RT
6	EB B-2 22+41.72	36.11	RT
15	E-3 84+36.69	56.48	LT
16	E-3 84+37.00	44.80	LT
28	E-3 84+56.86	45.26	LT
21	EB B-2 23+34.59	21.39	LT
22	EB B-2 22+84.61	23.07	LT
23	EB B-2 22+52.99	23.23	LT
24	EB B-2 22+24.26	23.48	LT
	R=441.5	L=193.09	
25	EB B-2 20+20.91	23.49	LT
26	EB B-2 20+06.44	16.76	LT
AREA = 18,333 SF			

TEMPORARY CONSTRUCTION EASEMENT (TCE) NORTH

1	EB B-2 20+49.59	86.94	RT
	R=434.50	L=75.29	
2	EB B-2 21+02.11	41.17	RT
3	EB B-2 21+10.83	36.00	RT
	R=501.00	L=122.21	
14	EB B-2 20+30.90	36.00	RT
AREA = 2,023 SF			

TEMPORARY CONSTRUCTION EASEMENT (TCE) SOUTH

4	EB B-2 20+64.09	134.69	RT
	R=388.50	L=94.89	
5	EB B-2 21+26.35	78.83	RT
6	EB B-2 22+41.72	36.11	RT
15	E-3 84+36.69	56.48	LT
16	E-3 84+37.00	44.80	LT
17	E-3 84+27.05	43.63	LT
18	EB B-2 22+42.80	46.11	RT
19	EB B-2 21+29.94	87.89	RT
	R=378.50	L=97.47	
20	EB B-2 20+67.06	145.23	RT
AREA = 3,221 SF			

FEE SIMPLE WEST PIER

10	EB B-2 20+92.00	98.95	RT
11	EB B-2 20+82.52	64.64	RT
12	EB B-2 20+70.97	69.27	RT
13	EB B-2 20+81.07	103.29	RT
AREA = 505 SF			

AIR-SPACE CORRIDOR ABOVE ELEVATION 39.0 FT. NAVD-88
PERMANENT EASEMENT BELOW ELEVATION 39.0 FT. NAVD-88

1	EB B-2 20+49.59	86.94	RT
	R=434.50	L=75.29	
2	EB B-2 21+02.11	41.17	RT
3	EB B-2 21+10.83	36.00	RT
	R=501.00	L=122.21	
27	EB B-2 22+24.26	36.00	RT
6	EB B-2 22+41.72	36.11	RT
5	EB B-2 21+26.35	78.83	RT
	R=388.50	L=94.89	
4	EB B-2 20+64.09	134.69	RT
AREA = 6,841 SF			

AIR-SPACE CORRIDOR RETAINED BY WSDOT,
ABOVE ELEVATION 39.0 FT. NAVD-88
PERMANENT EASEMENT RETAINED BY WSDOT,
BELOW ELEVATION 39.0 FT. NAVD-88

3	EB B-2 21+10.83	36.00	RT
	R=501.00	L=122.21	
27	EB B-2 22+24.26	36.00	RT
6	EB B-2 22+41.72	36.11	RT
28	E-3 84+56.86	45.26	LT
21	EB B-2 23+34.59	21.39	LT
22	EB B-2 22+84.61	23.07	LT
AREA = 8,234 SF			

FEE SIMPLE EAST PIER RETAINED BY WSDOT

29	EB B-2 23+19.73	19.19	RT
30	E-3 84+61.62	45.37	LT
21	E-3 84+69.94	45.56	LT
31	EB B-2 23+16.20	22.21	LT
AREA = 562 SF			

KIEWIT CONSTRUCTION AREA

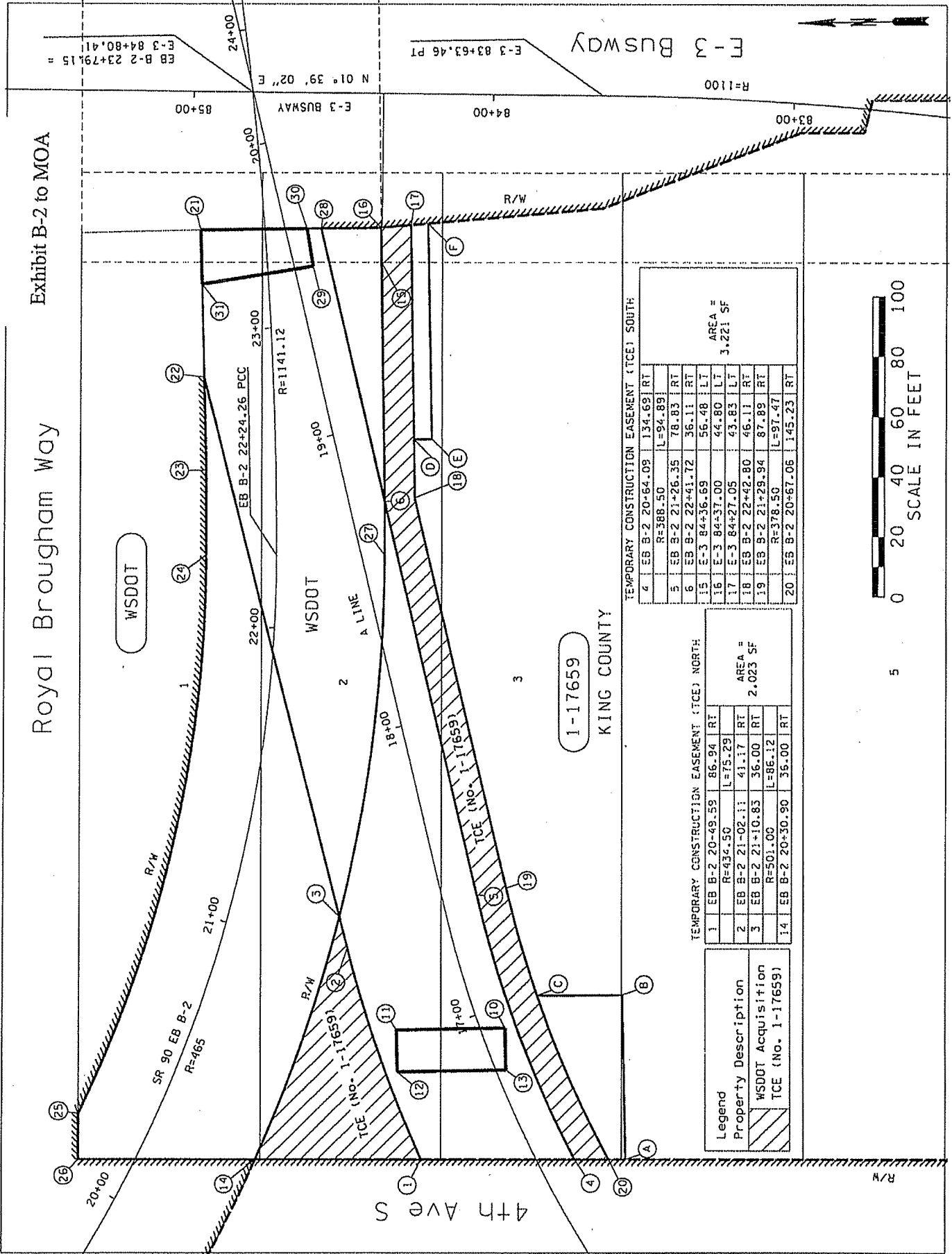
20	EB B-2 20+67.06	145.23	RT
A	EB B-2 20+68.46	150.52	RT
B	EB B-2 21+08.76	133.57	RT
C	EB B-2 21+02.94	106.21	RT
	R=378.50	L=60.04	
AREA = 584 SF			

KIEWIT CONSTRUCTION AREA

D	EB B-2 22+61.71	46.17	RT
E	EB B-2 22+61.71	52.17	RT
F	E-3 84+21.30	43.27	LT
I7	E-3 84+27.05	43.63	LT
AREA = 422 SF			

Royal Brougham Way

Exhibit B-2 to MOA



WSDOT

1-17659
KING COUNTY

TEMPORARY CONSTRUCTION EASEMENT (TCE) SOUTH

4	EB B-2 20+64.09	134.69	RT
	R=388.50	L=94.89	
5	EB B-2 21+26.35	78.83	RT
6	EB B-2 22+41.72	36.11	RT
15	E-3 84+36.69	56.48	LT
16	E-3 84+37.00	44.80	LT
17	E-3 84+27.05	43.83	LT
18	EB B-2 22+42.80	46.11	RT
19	EB B-2 21+29.94	87.89	RT
	R=378.50	L=97.47	
20	EB B-2 20+67.06	145.23	RT

AREA = 3,221 SF

TEMPORARY CONSTRUCTION EASEMENT (TCE) NORTH

1	EB B-2 20+49.59	86.94	RT
	R=434.50	L=75.29	
2	EB B-2 21-02.11	41.17	RT
3	EB B-2 21+10.83	36.00	RT
	R=501.00	L=86.12	
14	EB B-2 20+30.90	35.00	RT

AREA = 2,023 SF

Legend

	Property Description
	WSDOT Acquisition
	TCE (No. 1-17659)



Tract 1:

That portion of the hereinafter described PARCEL G lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+49.59 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 86.94 feet southwesterly therefrom;

thence northeasterly, along a curve to the right having a radius of 434.50 feet an arc distance of 75.30 feet, to a point opposite HES EB B-2 21+02.11 on said line survey and 41.17 feet southerly therefrom;

thence northeasterly, to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom;

thence northwesterly parallel with said line survey, along a curve to the right having a radius of 501.00 feet an arc distance of 86.12 feet, to a point opposite HES EB B-2 20+30.90 thereon;

thence southerly to the point of beginning.

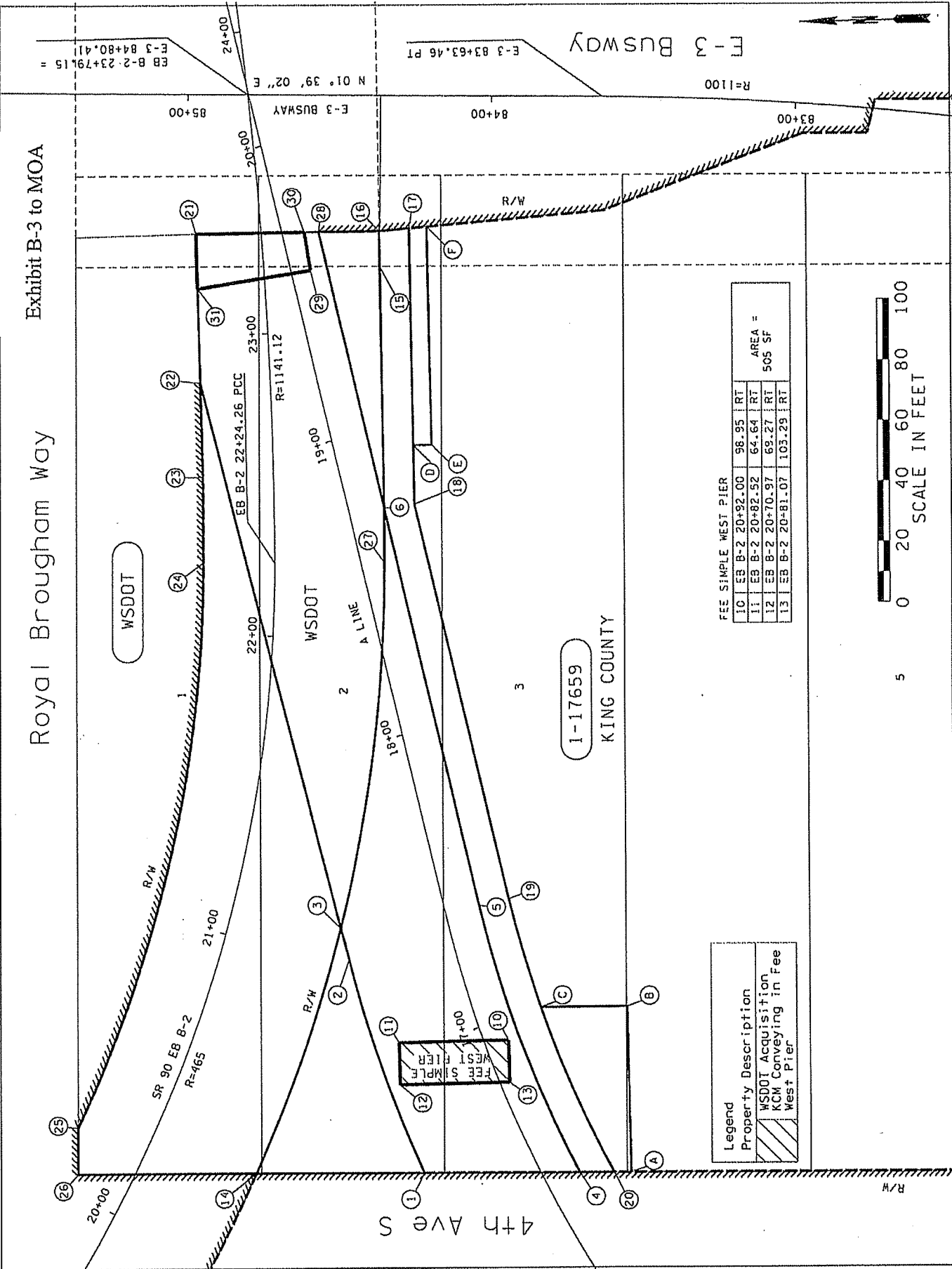
Tract 2:

That portion of the hereinafter described PARCEL G lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+64.09 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 134.69 feet southwesterly therefrom;
thence northeasterly along a curve to the right having a radius of 388.50 feet an arc distance of 94.88 feet, to a point opposite HES EB B-2 21+26.35 on said line survey and 78.83 feet southeasterly therefrom;
thence northeasterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southeasterly therefrom;
thence easterly to a point opposite HES E-3 84+37.00 on the E-3 line survey of said highway and 44.80 feet westerly therefrom;
thence southerly to a point opposite HES E-3 84+27.05 on the E-3 line survey of said highway and 43.83 feet westerly therefrom;
thence westerly to a point opposite HES EB B-2 22+42.80 on said EB E-2 line survey and 46.11 feet southerly therefrom;
thence southwesterly along a curve to the left having a radius of 378.50 feet an arc distance of 97.47 feet, to a point opposite HES EB B-2 20+67.06 on said EB E-2 line survey and 145.23 feet southerly therefrom;
thence northerly to the point of beginning.

Royal Brougham Way

Exhibit B-3 to MOA

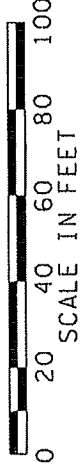


FEE SIMPLE WEST PIER

IC	EB B-2	20+92.00	98.95	RT	AREA =
11	EB B-2	20+82.52	64.64	RT	505 SF
12	EB B-2	20+70.97	69.27	RT	
13	EB B-2	20+81.07	103.29	RT	

Legend

Property Description
WSDOT Acquisition
KCM Conveying in Fee West Pier



1-17659
KING COUNTY

4th Ave S

WSDOT

E-3 BUSWAY

E-3 Busway

SR 90 EB B-2
R=465

EB B-2 22+24.26 PCC
R=1141.12

WSDOT

A LINE

R/W

R/W

R/W

EB B-2 23+79.15 =
E-3 84+80.41

E-3 83+83.46 PI

R=1100

85+00

84+00

83+00

24+00

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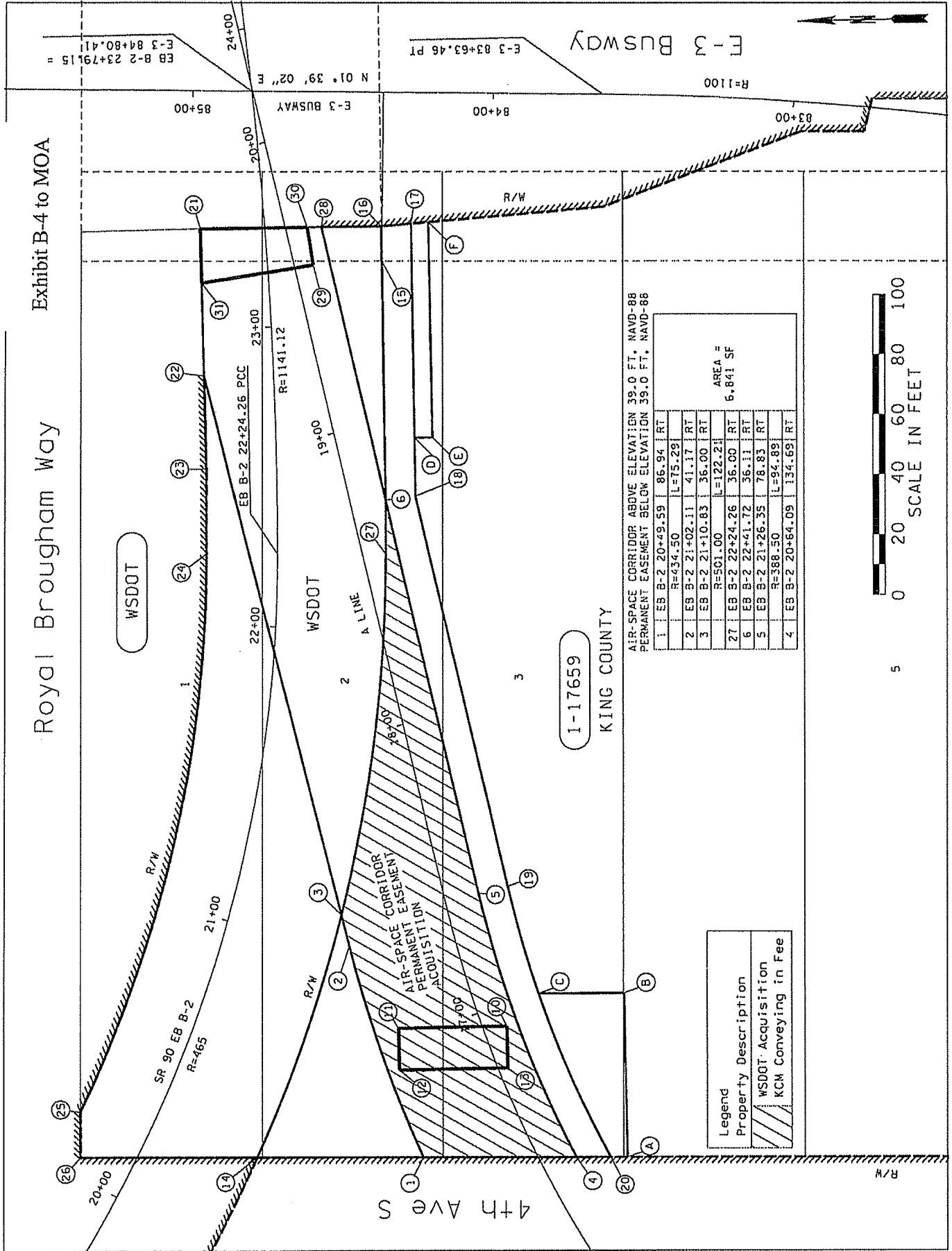
100+00

RIGHTS ACQUIRED IN FEE
(SR 519 West Pier Bridge Foundation)

All that portion of the hereinafter described PARCEL R lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 20+92.00 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 98.95 feet southerly therefrom; thence northerly to a point opposite HES EB B-2 20+82.52 on said line survey and 64.64 feet southerly therefrom; thence westerly to a point opposite HES EB B-2 20+70.97 on said line survey and 69.27 feet southerly therefrom; thence southerly, to a point opposite HES EB B-2 20+81.07 on said EB E-2 line survey and 103.29 feet southerly therefrom; thence easterly to the point of beginning.

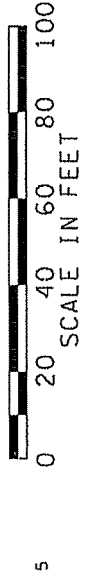
Royal Brougham Way Exhibit B-4 to MOA



AIR-SPACE CORRIDOR ABOVE ELEVATION 39.0 FT., NAVD-88
 PERMANENT EASEMENT BELOW ELEVATION 39.0 FT., NAVD-88

1	EB B-2 20+49.59	86.94	RT
2	EB B-2 21+02.11	41.17	RT
3	EB B-2 21+10.83	36.00	RT
27	EB B-2 22+24.26	36.00	RT
6	EB B-2 22+41.72	36.11	RT
5	EB B-2 21+26.35	76.83	RT
4	EB B-2 20+64.09	134.69	RT
		R=434.50	L=75.29
		R=501.00	L=122.21
		R=368.50	L=94.89
		R=1141.12	L=194.89
		R=1100	L=134.69
		AREA = 6,841 SF	

Legend	
Property Description	
WSDOT Acquisition	
KCM Conveying in Fee	



I-17659 KING COUNTY

WSDOT

4th Ave S

EB B-2 23+79.15 = E-3 84+80.41

E-3 83+63.46 PT

N 01° 39' 02" E

R=1100

85+00

84+00

83+00

20+00

20+00

23+00

22+00

22+00

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20+00

21+00

22+00

23+00

24+00

23+00

22+00

21+00

20+00

21+00

22+00

23+00

24+00

RIGHTS ACQUIRED IN FEE (AIRSPACE CORRIDOR)

All that portion of the hereinafter described PARCEL R lying above a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+49.59 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 86.94 feet southerly therefrom;
thence northeasterly, along a curve to the right having a radius of 434.50 feet and an arc distance of 75.30 feet to a point opposite HES EB B-2 21+02.11 on said line survey and 41.17 feet southerly therefrom;
thence northeasterly to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom;
thence southeasterly, parallel to said line survey, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence southwesterly to a point opposite HES EB B-2 21+26.35 on said line survey and 78.83 feet southerly therefrom;
thence southwesterly, along a curve to the left having a radius of 388.50 feet and an arc distance of 94.88 feet to a point opposite HES EB B-2 20+64.09 on said line survey and 134.69 feet southerly therefrom;
thence northerly to the POINT OF BEGINNING.

EXCEPTING therefrom the hereinabove described tract of land, referred to as the "SR 519 West Pier Bridge Foundation"

RIGHTS ACQUIRED IN PERMANENT EASEMENT
(under the elevated airspace corridor)

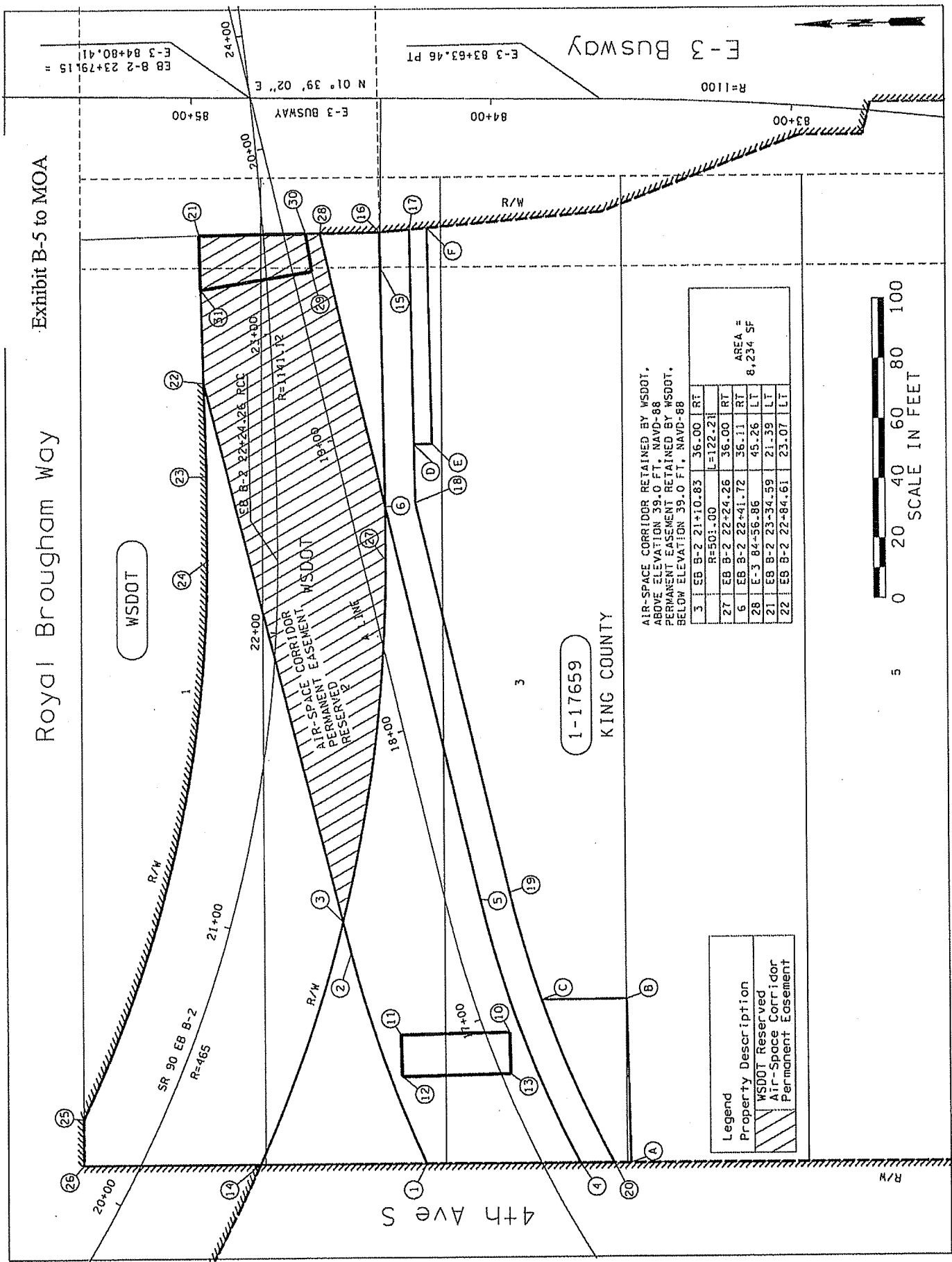
Purpose: Access under the Highway structure to construct, inspect, maintain, and repair the structure, appurtenances, and/or right of way.

All that portion of the hereinafter described PARCEL R lying below a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+49.59 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 86.94 feet southerly therefrom;
thence northeasterly, along a curve to the right having a radius of 434.50 feet and an arc distance of 75.30 feet to a point opposite HES EB B-2 21+02.11 on said line survey and 41.17 feet southerly therefrom;
thence northeasterly to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom;
thence southeasterly, parallel to said line survey, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence southwesterly to a point opposite HES EB B-2 21+26.35 on said line survey and 78.83 feet southerly therefrom;
thence southwesterly, along a curve to the left having a radius of 388.50 feet and an arc distance of 94.88 feet to a point opposite HES EB B-2 20+64.09 on said line survey and 134.69 feet southerly therefrom;
thence northerly to the POINT OF BEGINNING.

EXCEPTING therefrom the hereinabove described tract of land, referred to as the "SR 519 West Pier Bridge Foundation"

Royal Brougham Way Exhibit B-5 to MOA

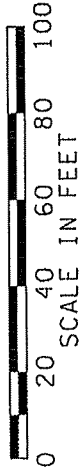


AIR-SPACE CORRIDOR RETAINED BY WSDOT,
 ABOVE ELEVATION 39.0 FT., NAVD-88
 PERMANENT EASEMENT RETAINED BY WSDOT,
 BELOW ELEVATION 39.0 FT., NAVD-88

3	EB B-2	21+10.83	36.00	RT
		R=501.00	L=122.21	
27	EB B-2	22+24.26	36.00	RT
6	EB B-2	22+41.72	36.11	RT
28	E-3	84-56.86	45.26	LT
21	EB B-2	23-34.59	21.39	LT
22	EB B-2	22-84.61	23.07	LT

AREA = 8,234 SF

Legend	Property Description
	WSDOT Reserved Air-Space Corridor
	Permanent Easement



1-17659 KING COUNTY

Airspace Corridor, lying above a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 21+10.83 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 36.00 feet southerly therefrom;
thence southeasterly, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 on said line survey and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence northeasterly to a point opposite HES E-3 84+56.86 on the E-3 line survey of said highway and 45.26 feet westerly therefrom;
thence northerly to a point opposite HES E-3 84+61.62 on said line survey and 45.37 feet westerly therefrom;
thence easterly to a point opposite HES EB B-2 23+19.73 on the EB B-2 line survey of said highway and 15.19 feet southerly therefrom;
thence northerly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom;
thence westerly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom;
thence southwesterly to the point of beginning.

RESERVING UNTO the Grantors, their successors and assigns, as exclusive easement for access under the Highway structure to construct, inspect, maintain, and repair the structure, appurtenances, and/or right of way; subject to the conditions set forth in Exhibit B;

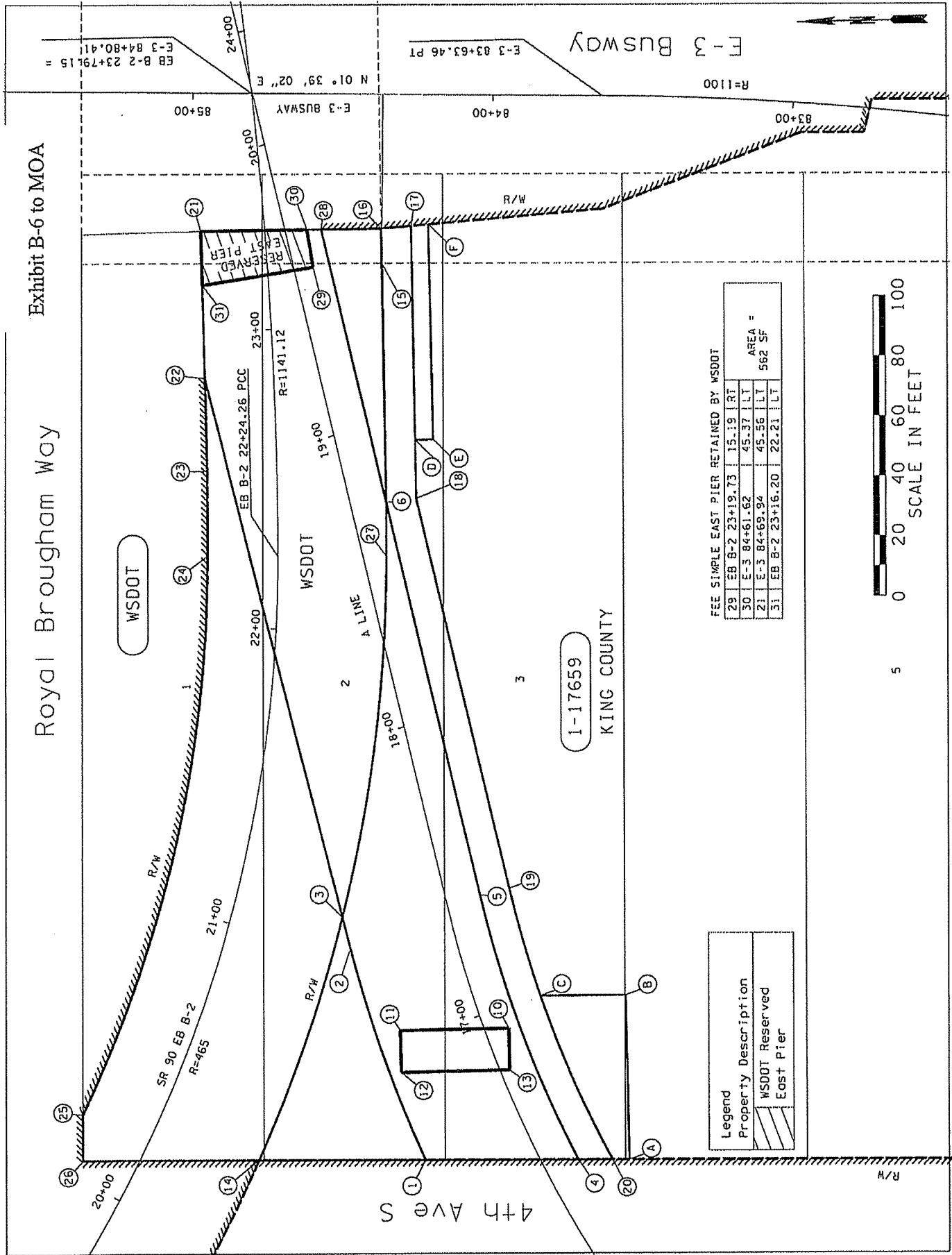
All that portion of the hereinbefore described Parcel E lying below a plane of elevation of 39.0 feet based on the vertical datum NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 21+10.83 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 36.00 feet southerly therefrom;
thence southeasterly, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 on said line survey and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence northeasterly to a point opposite HES E-3 84+56.86 on the E-3 line survey of said highway and 45.26 feet westerly therefrom;
thence northerly to a point opposite HES E-3 84+61.62 on said line survey and 45.37 feet westerly therefrom;
thence easterly to a point opposite HES EB B-2 23+19.73 on the EB B-2 line survey of said highway and 15.19 feet southerly therefrom;
thence northerly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom;
thence westerly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom;
thence southwesterly to the point of beginning.

The lands herein described contain an area of 7,672 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, as revised.

Royal Brougham Way

Exhibit B-6 to MOA



WSDOT

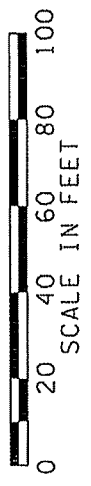
1-17659
KING COUNTY

FEE SIMPLE EAST PIER RETAINED BY WSDOT

29	EB B-2 23+19.73	15.19	RT	
30	E-3 84+61.62	45.37	LT	AREA =
21	E-3 84+69.94	45.56	LT	562 SF
31	EB B-2 23+16.20	22.21	LT	

Legend

Property Description	
WSDOT Reserved	[Hatched Box]
East Pier	[Hatched Box]



4th Ave S

EB B-2 23+79.15 =
E-3 84+80.41 =

F-3 Busway

N 01° 39' 02" E

E-3 BUSWAY

83+00 84+00 85+00

20+00 21+00 22+00 23+00 24+00

R=1100

R/W

21 22 23 24

25 26

27 28 29 30 31

1 2 3

4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

21 22 23 24 25 26 27 28 29 30 31

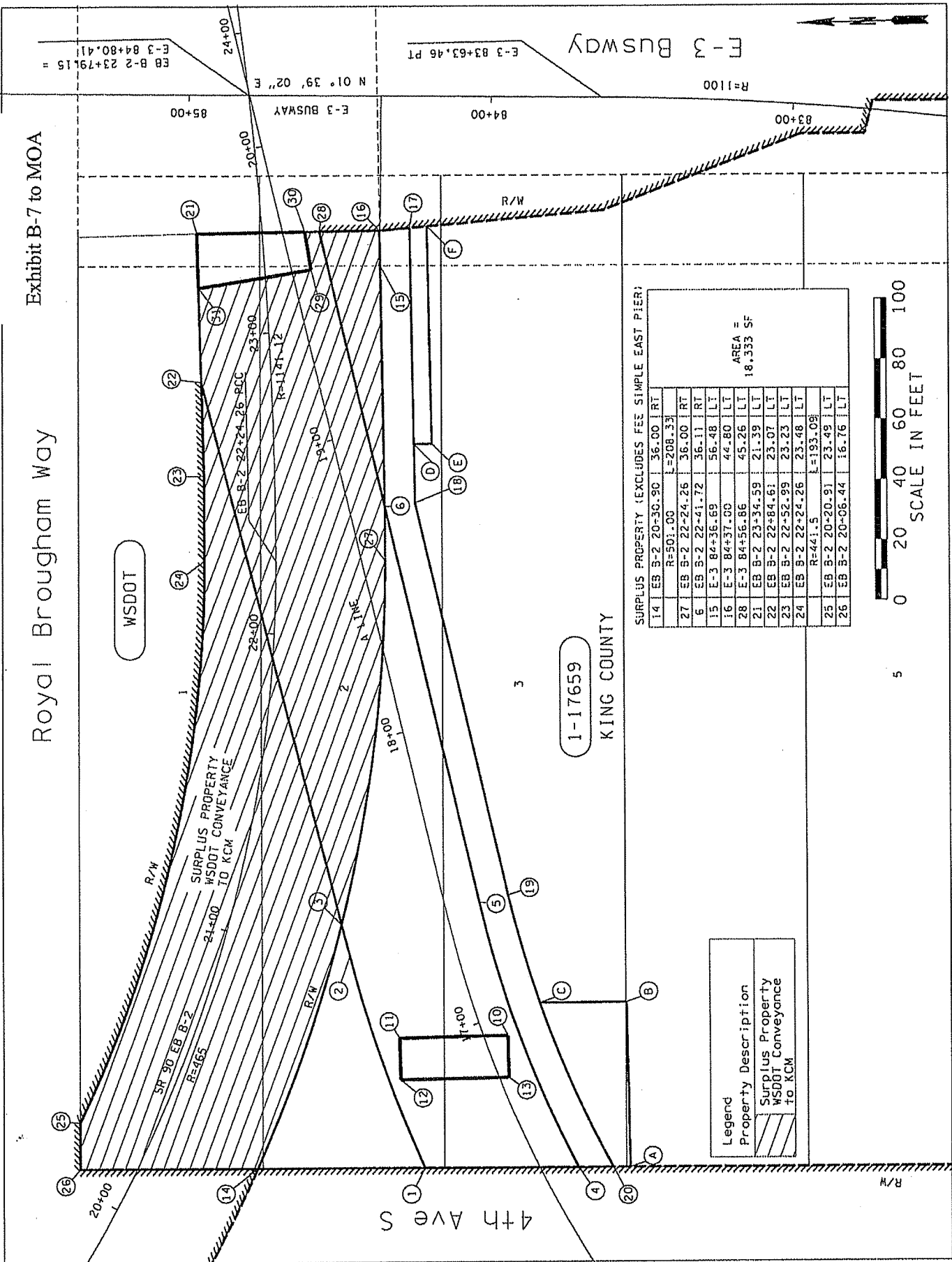
SR 519 East Pier Bridge Foundation:

All that portion of the above described Parcel E, lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 23+16.20 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 22.21 feet southerly therefrom;
thence southerly to a point opposite HES EB B-2 23+19.73 on the EB B-2 line survey of said highway and 15.19 feet southerly therefrom;
thence easterly to a point opposite HES E-3 84+61.62 on the line survey of said highway and 45.37 feet westerly therefrom;
thence northerly to a point opposite HES E-3 84+69.94 on said line survey and 45.56 feet northerly therefrom;
thence westerly to the point of beginning.

Royal Brougham Way

Exhibit B-7 to MOA



WSDOT

1-17659
KING COUNTY

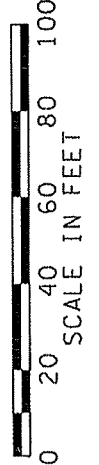
Legend

Property Description
Surplus Property WSDOT Conveyance to KCM

SURPLUS PROPERTY (EXCLUDES FEE SIMPLE EAST PIER)

14	EB 5-2 20-30.90	36.00	RT
	R=501.00	L=208.33	
27	EB 5-2 22-24.26	36.00	RT
6	EB 5-2 22-41.72	36.11	RT
15	E-3 84+36.69	56.48	LT
16	E-3 84+37.09	44.80	LT
28	E-3 84+56.86	45.26	LT
21	EB 5-2 23-34.59	21.59	LT
22	EB 5-2 22-84.61	23.07	LT
23	EB 5-2 22-52.99	23.23	LT
24	EB 5-2 22-24.26	23.46	LT
	R=441.5	L=193.09	
25	EB 5-2 20-20.91	23.49	LT
26	EB 5-2 20-06.44	16.76	LT

AREA = 18,333 SF



RIGHTS ACQUIRED IN FEE

All that portion of the hereinafter described PARCEL E lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 20+30.90 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 36.00 feet southerly therefrom;
thence southeasterly, along a curve to the left having a radius of 501.00 feet and an arc distance of 208.33 feet to a point opposite HES EB B-2 22+24.26 on said line survey and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence easterly to a point opposite HES E-3 84+36.69 on the E-3 line survey of said highway and 56.48 feet westerly therefrom;
thence easterly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom;
thence northerly to a point opposite HES E-3 84+61.62 on said line survey and 45.37 feet westerly therefrom;
thence easterly to a point opposite HES EB B-2 23+19.73 on the EB B-2 line survey of said highway and 15.19 feet southerly therefrom;
thence northerly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom;
thence westerly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom;
thence westerly to a point opposite HES EB B-2 22+52.99 on said line survey and 23.23 feet northerly therefrom;
thence westerly to a point opposite HES EB-B-2 22+24.26 on said line survey and 23.48 feet northerly therefrom;
thence northwesterly, along a curve to the right having a radius of 441.50 feet and an arc distance of 193.09 feet to a point opposite HES EB B-2 20+20.91 on said line survey and 23.49 feet northerly therefrom
thence westerly to a point opposite HES EB B-2 20+06.44 on said line survey and 16.76 feet northerly therefrom;
thence southerly to the point of beginning.

EXCEPTING therefrom the all that portion of the herein referred to **Airspace Corridor**, lying above a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia, WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Exchange Agreement
Reference Number of Related Documents:
Grantor(s):
Grantee(s): State of Washington, Department of Transportation
Legal Description:
Additional Legal Description is on Page of Document.
Assessor's Tax Parcel Number:

EXCHANGE AGREEMENT

State Route

This EXCHANGE AGREEMENT is made and entered into by and between the **State of Washington, Department of Transportation**, hereinafter referred to as the "State", and King County, a municipal corporation and political subdivision, hereinafter referred to as the "County":

WITNESSETH:

WHEREAS, on May 29, 2009 the State and the County entered into Memorandum of Agreement (MOA) that provides that the State and the County shall exchange respective real property interests.

WHEREAS, on the date provided for in this Exchange Agreement, the County shall execute and deliver to the State a Quit Claim Deed (Quit Claim Deed) which conveys to the State the County Exchange Property (as defined in the MOA) located in King County, State of

RES-322
KCM Final 05 29 09
Exhibit C to MOA

Page 1 of () Pages

FA No.
Project No.
Parcel No.

EXCHANGE AGREEMENT

Washington. A copy of the Quit Claim Deed is attached hereto as Annex 1 and made a part hereof;

WHEREAS, on the date provided for in this Exchange Agreement, the State shall execute and deliver to the County a Quit Claim Deed (State Quit Claim Deed), which conveys to the County the Surplus Property (as defined in the MOA) located in King County, State of Washington. A copy of the State Quit Claim Deed is attached hereto as Annex 2 and made a part hereof;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, it is agreed that:

1. The Quit Claim Deed and the State's Quit Claim of even date with this Exchange Agreement, are expressly incorporated in and by this reference made a part of this Exchange Agreement.
2. The State and the County shall exchange the above deeds on or before August 31, 2010, unless the Parties otherwise agree.

It is understood and agreed that delivery of this Exchange Agreement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation by the Headquarters Real Estate Services Manager.

EXCHANGE AGREEMENT

Dated: _____, _____

King County, a political subdivision
of the State of Washington

X: _____

By:
King County Executive

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Mike Palazzo, Headquarters
Real Estate Services Manager

Date: _____

Acknowledgment

RES-322
KCM Final 05 29 09
Exhibit C to MOA

EXCHANGE AGREEMENT

Attach Annex 1 and Annex 2

[INSERT EXHIBITS D & E FROM MOA]

Grantor's Initials

KCM Final 05 29 09
Exhibit C to MOA

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 4 7338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor(s): State of Washington
Grantee(s): King County
Legal Description: Ptn Blocks 280 and 281 Seattle Tide Lands
Additional Legal Description is on Page 5 of document
Assessor's Tax Parcel Number: Not applicable, public road

QUITCLAIM DEED

State Route 90, 4th Ave. S. to Airport Way S.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other good and valuable consideration, hereby conveys and quitclaims unto King County, a political subdivision of the State of Washington, Grantee, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in County, State of Washington:

For Legal Descriptions and Additional Conditions
See Exhibits A and B attached hereto and made a part hereof.

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

RES 411
Final 05 29 09
Exhibit D to MOA

Page 1 of 9 Pages

IC# 1-17-04771

The specific details concerning all of which may be found on sheet 3 of 6 of that certain plan entitled SR 90 4th Ave. S. to Airport Way S., now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval May 27, 2005 revised March 5, 2009.

[The Grantor also reserves all rights of ingress and egress (including all existing, future, or potential easements of access, light, view, and air) to, from, and between SR 519, Eastbound: Kingdome Vicinity and SR 90 Connection and the remainder of said PARCEL A as herein described.

[Grantee is permitted the right to use the land and airspace lying directly below the Airspace Corridor described herein, subject to the conditions set forth in Exhibit B.]

Comment [1]: The Parties to discuss this and als verify Parcel A or Parcel E

Comment [2]: The parties to discuss this term

The Grantee as part of consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of Chapter 49.60 RCW as to the lands herein described.

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

Dated at Olympia, Washington, this _____ day of _____, 2009.

STATE OF WASHINGTON

Paula J. Hammond, P.E.
Secretary of Transportation

APPROVED AS TO FORM:

By: _____
Assistant Attorney General

REVIEWED AS TO FORM:

King County, a political subdivision of the State of Washington

By: _____

EXHIBIT A

Comment [3]: The Parties to verify the legal descriptions

All that portion of the following described Parcel "A" lying within a tract beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+30.90 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S. and 36 feet southerly therefrom; thence northerly to a point opposite HES EB B-2 20+06.44 on said line survey and 16.76 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 20+20.91 on said line survey and 23.49 feet northerly therefrom; thence easterly along a curve to the left having a radius of 441.50 feet and an arc length of 193.09 feet to a point opposite HES EB B-2 22+24.26 on said line survey and 23.48 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 22+52.99 on said line survey and 23.23 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom; thence southerly to a point opposite HES EB B-2 23+19.73 on said line survey and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the E-3 line survey of said Highway and 45.37 feet westerly therefrom; thence southerly to a point opposite E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence southerly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence westerly to a point opposite HES E-3 84+36.69 on said line survey and 56.48 feet westerly therefrom; thence westerly to a point opposite HES EB B-2 22+24.26 on the EB B-2 line survey and 36.00 feet southerly therefrom; thence westerly along a curve to the right having a radius of 501.00 feet and an arc length of 208.33 feet to the point of beginning. (Exhbit B-7 MOA)

EXCEPT an Air-Space corridor lying above an elevation of 39.0 feet NAVD-88 lying within a tract beginning at a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom; thence northeasterly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom thence southerly to a point opposite HES EB B-2 23+19.73 on said line survey and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the E-3 line survey of said Highway and 45.37 feet westerly therefrom; thence southerly to a point opposite HES E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence southerly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence westerly to a point opposite HES E-3 84+36.69 on said line survey and 56.48 feet westerly therefrom; thence westerly to a point opposite HES EB B-2 22+24.26 on the EB B-2 line survey and

36.00 feet southerly therefrom; thence westerly along a curve to the right having a radius of 501.00 feet to the point of beginning. (Exhibit B-5 MOA)

RESERVING a permanent easement lying below an elevation of 39.0 feet NAVD-88 lying within a tract beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+30.90 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S. and 36 feet southerly therefrom; thence northerly to a point opposite HES EB B-2 20+06.44 on said line survey and 16.76 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 20+20.91 on said line survey and 23.49 feet northerly therefrom; thence easterly along a curve to the left having a radius of 441.50 feet and an arc length of 193.09 feet to a point opposite HES EB B-2 22+24.26 on said line survey and 23.48 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 22+52.99 on said line survey and 23.23 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 22+84.61 on said line survey and 23.07 feet northerly therefrom; thence easterly to a point opposite HES EB B-2 23+16.20 on said line survey and 22.21 feet northerly therefrom; thence southerly to a point opposite HES EB B-2 23+19.73 on said line survey and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the E-3 line survey of said Highway and 45.37 feet westerly therefrom; thence southerly to a point opposite E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence southerly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence westerly to a point opposite HES E-3 84+36.69 on said line survey and 56.48 feet westerly therefrom; thence westerly to a point opposite HES EB B-2 22+24.26 on the EB B-2 line survey and 36.00 feet southerly therefrom; thence westerly along a curve to the right having a radius of 501.00 feet to the point of beginning. (Exhibit B-5 MOA)

PARCEL "A" referenced above is described as follows, to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington;

EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

The lands herein described contain an area of 18333 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, revised March 5, 2009.

EXHIBIT B

1. Grantor shall have full control and authority over the design, construction, reconstruction, operation, and maintenance of the SR 519 East Pier Bridge Foundation, columns, and the elevated highway structure.

2. No excavation shall be allowed within eight (8) feet of the perimeter of the SR 519 East Pier Bridge Foundation, as described below; except as deemed necessary by Grantee to maintain and repair pavement facilities and/or utilities. The Grantee shall furnish to the Grantor plans for the maintenance and repair of pavement, facilities and/or utilities in a work plan submitted to the Grantor no less than 45 days prior to the work, except for emergency situations as provided for in Section 6 herein. The Grantee shall secure the Grantor's written approval of the work plan prior to proceeding, which approval shall not be unreasonably withheld. Grantor shall use its best efforts to provide said approval within fifteen (15) days of submittal of said plans. In the event the Grantee wants to install new pavement, facilities and/or utilities within eight (8) feet of the SR 519 East Pier Bridge Foundation, Grantee will submit the plans and specifications to the Grantor for prior review and written approval by the Grantor, said approval shall not be unreasonably withheld.

SR 519 East Pier Bridge Foundation:

All that portion of the above described Parcel E, lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 23+16.20 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 22.21 feet southerly therefrom; thence southerly to a point opposite HES EB B-2 23+19.73 on the EB B-2 line survey of said highway and 15.19 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+61.62 on the line survey of said highway and 45.37 feet westerly therefrom; thence northerly to a point opposite HES E-3 84+69.94 on said line survey and 45.56 feet northerly therefrom; thence westerly to the point of beginning.

3. No flammable liquids or explosives shall be placed or stored on the land or in the airspace lying directly below the elevated highway structure. In the event that such flammable liquids or explosives are stored or parked within said area, Grantor has the right, without any notice to the Grantee to tow away or have towed away or remove said flammable liquids or explosives and expense incurred for such towing, removal and/or storage will be paid by the Grantee. Provided that nothing herein shall be deemed to prohibit the parking of transit buses below the elevated highway structure.

4. Grantee hereby covenants and agrees that any improvements constructed by the Grantee on the property described on Exhibits A and B lying within the SR 519 highway right of way will not at any time during or after construction damage or adversely affect, in any way, part, or element of the SR 519 highway facility or operations thereof. The Grantor shall be furnished with copies of all plans and specifications for the proposed improvements on said property and no work shall be done without the Grantor having approved in writing such plans and specifications, said approval shall not be unreasonably withheld. The Grantor has the right to inspect any excavation and/or construction work as it progresses and to take any action necessary, including stopping of said work or requiring that additional work be done to insure observation of previously approved plans and specifications as set out heretofore. No attachments, drilling or welding will be permitted to any portion of the elevated highway structure, columns, piers, or footings.

5. Any facility proposed for construction shall be fire resistant in accordance with the provisions of the local applicable building codes found to be acceptable by the Grantor. Any proposals involving the construction of improvements must be approved by the State Fire Marshall. In the absence of modern building codes or in cases where the Grantor questions the acceptability of the existing code, conformance with the Uniform Building Code or the National Building Code will be required.

6. In the event emergency conditions require the immediate repair or restoration of the Grantee owned facilities, the Grantee shall inform the Grantor as soon as possible that such repair is in progress, about to occur, or has occurred. The Grantee and Grantor may agree to other procedures in the event of an emergency. The Grantee agrees to restore the Grantor's structures, grading, landscaping and other improvements, to the extent damaged by the entry, repairs or restoration of the Grantee owned facilities, to at least as good a condition as such structures, grading, landscaping and other improvements, were in immediately prior to Grantee's commencement of work.

7. Except as provided in number 1 above, the Grantee shall perform or cause to be performed, at its expense, all maintenance of the land and airspace lying directly below the elevated SR 519 highway structure.

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia, WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Quitclaim Deed and Permanent Easement
Reference Number of Related Documents: N/A
Grantor(s): King County, a political subdivision of the State of Washington
Grantee(s): State of Washington, Department of Transportation
Legal Description: Ptn Parcels A & B, Lot Boundary Adjustment No. 2302861, Rec. No. 2004039900005
Additional Legal Description is on Page 5 - 10 of Document.
Assessor's Tax Parcel Number: 766620-4685

QUITCLAIM DEED AND EASEMENT

State Route 90, 4th Ave. S. to Airport Way S.

The Grantor(s), King County, a political subdivision of the State of Washington, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and quitclaims to the State of Washington, Department of Transportation, the following described real property, and any after acquired interest therein, situated in King County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For Legal Descriptions and Additional Conditions
See Exhibits A, B, C, and D, attached hereto and made a part hereof.

The Grantor also conveys and grants to the State of Washington all rights of ingress and egress (including all existing, future, or potential easements of access, light, view, and air) to,

EXHIBIT E to MOA

Page 1 of (10) Pages

FA No. N/A
Project No. U51902F
Parcel No. 1-17659

QUITCLAIM DEED

from, and between SR 519, Eastbound: Kingdome Vicinity and SR 90 Connection and the remainder of said PARCEL R as herein described.

Grantor is permitted the right to use the land and airspace lying directly below the airspace corridor described herein, subject to the fee rights granted in Exhibit A and Exhibit B, and the easement rights granted in Exhibit C, and further subject to the conditions set forth in Exhibit D. |

Comment [1]: The Parties to discuss these terms

Grantor is permitted the following:

|Access and use will be permitted as clearances permit across the SR 519 West Pier Bridge Foundation on the EB B-2 line survey from Station EB B-2 20+70.97 to Station EB B-2 20+92.00, subject to the conditions set forth in Exhibit D. |

Comment [2]: The Parties to verify the legal description

|Also, the Grantor requests the Assessor and Treasurer of said County to set over to the remainder of the hereinafter described PARCEL R, the lien of all unpaid taxes and/or assessments, if any, affecting the real estate herein conveyed, as provided for by RCW 84.60.070. |

Comment [3]: The Parties to verify if this is necessary

It is understood and agreed that delivery of this document is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by the Director of Real Estate Services.

Date: _____, 20____

OWNER:

King County, a political subdivision of the State of Washington

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

X: _____

By:
King County Executive

By: _____
Mike Palazzo, Headquarters
Real Estate Services Manager

Date: _____

QUITCLAIM DEED

EXHIBIT A

Comment [4]: The Parties to verify the accuracy of the legal descriptions

RIGHTS ACQUIRED IN FEE
(SR 519 West Pier Bridge Foundation)

All that portion of the hereinafter described PARCEL A lying within the following described tract of land:

Beginning at a point opposite Highway Engineer's Station (herein after referred to as HES) EB B-2 20+92.00 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 98.95 feet southerly therefrom; thence northerly to a point opposite HES EB B-2 20+82.52 on said line survey and 64.64 feet southerly therefrom; thence westerly to a point opposite HES EB B-2 20+70.97 on said line survey and 69.27 feet southerly therefrom; thence southerly, to a point opposite HES EB B-2 20+81.07 on said EB E-2 line survey and 103.29 feet southerly therefrom; thence easterly to the point of beginning.

PARCEL A referenced above is described as follows. to wit:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

The lands herein described contain an area of 505 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, revised March 5, 2009.

Exhibit B-3 to MOA

QUITCLAIM DEED

EXHIBIT B

RIGHTS ACQUIRED IN FEE (AIRSPACE CORRIDOR)

All that portion of the hereinafter described PARCEL R lying above a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+49.59 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 86.94 feet southerly therefrom;
thence northeasterly, along a curve to the right having a radius of 434.50 feet and an arc distance of 75.30 feet to a point opposite HES EB B-2 21+02.11 on said line survey and 41.17 feet southerly therefrom;
thence northeasterly to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom;
thence southeasterly, parallel to said line survey, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence southwesterly to a point opposite HES EB B-2 21+26.35 on said line survey and 78.83 feet southerly therefrom;
thence southwesterly, along a curve to the left having a radius of 388.50 feet and an arc distance of 94.88 feet to a point opposite HES EB B-2 20+64.09 on said line survey and 134.69 feet southerly therefrom;
thence northerly to the POINT OF BEGINNING.

EXCEPTING therefrom the hereinabove described tract of land, referred to as the "SR 519 West Pier Bridge Foundation"

PARCEL R:

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion

QUITCLAIM DEED

conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

The lands herein described contain an area of 6,336 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, revised March 5, 2009.

Exhibit B-4 in MOA

QUITCLAIM DEED

EXHIBIT C

RIGHTS ACQUIRED IN PERMANENT EASEMENT
(under the elevated airspace corridor)

Purpose: Access under the Highway structure to construct, inspect, maintain, and repair the structure, appurtenances, and/or right of way.

All that portion of the hereinafter described PARCEL R lying below a plane of elevation of 39.0 feet based on the vertical datum of NAVD-88, and lying within the following described tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) EB B-2 20+49.59 on the EB B-2 line survey of SR 90, 4th Ave S. to Airport Way S., and 86.94 feet southerly therefrom;
thence northeasterly, along a curve to the right having a radius of 434.50 feet and an arc distance of 75.29 feet to a point opposite HES EB B-2 21+02.11 on said line survey and 41.17 feet southerly therefrom;
thence northeasterly to a point opposite HES EB B-2 21+10.83 on said line survey and 36.00 feet southerly therefrom;
thence southeasterly, parallel to said line survey, along a curve to the left having a radius of 501.00 feet and an arc distance of 122.21 feet to a point opposite HES EB B-2 22+24.26 and 36.00 feet southerly therefrom;
thence easterly to a point opposite HES EB B-2 22+41.72 on said line survey and 36.11 feet southerly therefrom;
thence southwesterly to a point opposite HES EB B-2 21+26.35 on said line survey and 78.83 feet southerly therefrom;
thence southwesterly, along a curve to the left having a radius of 388.50 feet and an arc distance of 94.89 feet to a point opposite HES EB B-2 20+64.09 on said line survey and 134.69 feet southerly therefrom;
thence northerly to the POINT OF BEGINNING.

EXCEPTING therefrom the hereinabove described tract of land, referred to as the "SR 519 West Pier Bridge Foundation"

PARCEL R

Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of

QUITCLAIM DEED

Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

The lands herein described contain an area of 6,336 square feet, more or less, the specific details concerning all of which are to be found in that certain map of definite location now of record and on file in the office of the Secretary of Transportation at Olympia, WA and bearing the date of approval May 27, 2005, revised March 5, 2009.

Exhibit B-4 in MOA

QUITCLAIM DEED

EXHIBIT D

1. Grantee shall have full control and authority over the design, construction, reconstruction, operation, and maintenance of the SR 519 West Pier Bridge Foundation, columns, and the elevated highway structure.

2. No excavation shall be allowed within eight (8) feet of the perimeter of the SR 519 West Pier Bridge Foundation; except as deemed necessary by Grantor to maintain and repair pavement, facilities or present utilities. The Grantor shall furnish to the Grantee plans for the maintenance and repair of pavement, facilities and/or utilities in a work plan submitted to the Grantee no less than 45 days prior to the work, except for emergency situations as provided for in Section 6 herein. The Grantor shall secure the Grantee's written approval of the work plan prior to proceeding, which approval shall not be unreasonably withheld. Grantee shall use its best efforts to provide said approval within fifteen (15) days of submittal of said plans. In the event the Grantor wants to install new pavement, facilities and/or utilities within eight (8) feet of the SR 519 West Pier Bridge Foundation, Grantor will submit the plans and specifications to the Grantee for prior review and written approval by the Grantee, said approval shall not be unreasonably withheld.

3. No flammable liquids or explosives shall be stored or parked in the land and airspace lying directly below the elevated highway structure. In the event that such flammable liquids or explosives are stored or parked within said area, Grantee has the right, without any notice to the Grantor, to tow away or have towed away or remove said flammable liquids or explosives and expense incurred for such towing, removal and/or storage will be paid by the Grantor. Provided that nothing herein shall be deemed to prohibit the parking of transit buses below the elevated highway structure.

4. Grantor hereby covenants and agrees that any improvements constructed by the Grantor on the property described on Exhibits A, B, and C lying within the SR 519 highway right of way will not at any time during or after construction damage or adversely affect, in any way, part, or element of the SR 519 highway facility or operations thereof. The Grantee shall be furnished with copies of all plans and specifications for the proposed improvements on said property and no work shall be done without the Grantee having approved in writing such plans and specifications, said approval shall not be unreasonably withheld. The Grantee has the right to inspect any excavation and/or construction work as it progresses and to take any action necessary, including stopping of said work or requiring that additional work be done to insure observation of previously approved plans and specifications as set out heretofore. No

QUITCLAIM DEED

attachments, drilling or welding will be permitted to any portion of the elevated highway structure, columns, piers, or footings.

5. Any facility proposed for construction shall be fire resistant in accordance with the provisions of the local applicable building codes found to be acceptable by the Grantee. Any proposals involving the construction of improvements must be approved by the State Fire Marshall. In the absence of modern building codes or in cases where the Grantee questions the acceptability of the existing code, conformance with the Uniform Building Code or the National Building Code will be required.

6. In the event emergency conditions require the immediate repair or restoration of the Grantor owned facilities, the Grantor shall inform the Grantee as soon as possible that such repair is in progress, about to occur, or has occurred. The Grantor and Grantee may agree to other procedures in the event of an emergency. The Grantor agrees to restore the Grantee's structures, grading, landscaping and other improvements, to the extent damaged by the entry, repairs or restoration of the Grantor owned facilities, to at least as good a condition as such structures, grading, landscaping and other improvements, were in immediately prior to Grantor's commencement of work.

7. Except as provided in Number 1 above, the Grantor shall perform or cause to be performed, at its expense, all maintenance of the land and airspace lying directly below the elevated SR 519 highway structure.

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
PO Box 47338
Olympia WA 98504-7338

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Temporary Easement
Reference Number of Related Documents:
Grantor(s): King County, a political subdivision of the State of Washington
Grantee(s): State of Washington, Department of Transportation
Legal Description: Block 323, Ptn. Blocks 288 and 322, Seattle Tide Lands
Additional Legal Description is on Page 5 of Document.
Assessor's Tax Parcel Number: 766620-4685

TEMPORARY CONSTRUCTION EASEMENT

State Route 90, 4th Ave. S. to Airport Way S.

The Grantor, King County, a political subdivision of the State of Washington, for and in consideration of, pursuant to, and in reliance on the performance of the Grantee (hereafter defined) under that Memorandum of Agreement dated May 29, 2009 ("MOA"), which provides in part for an exchange of real property interests, convey(s) and grant(s) unto the Grantee, State of Washington, Department of Transportation, and its assigns under the imminent threat of the Grantee's exercise of its right of Eminent Domain, a temporary easement (the "Easement" or "Easement Agreement") over, under, and on that certain real property located in the County of King, State of Washington, described on **Exhibits A-1** attached hereto and incorporated herein by this reference, for the time periods as provided herein (the "Easement Property") for all purposes necessary or incidental to the construction, operation and maintenance of an elevated highway structure/facility ("SR-519"), including, but not limited to, the right to stage, and store materials and equipment to be used in connection with or incorporated into the portion of SR-519 to be constructed on the Easement

Final 05-29-09
Exhibit F to MOA

FA No. N/A
Project No. RW4982
Parcel No. 1-17659

TEMPORARY EASEMENT

Property, to make such inspections, engineering surveys, soils tests and other tests as Grantee deems appropriate to prepare for such work, to erect, maintain and use temporary buildings, portable structures, trailers, scaffolding, supports and other temporary improvements, and to install temporary electrical, power, water, gas and other utility lines, conduits, wires, cables, poles, pipes, sleeves, pads, vaults, manholes, markers, enclosures and other temporary utility improvements necessary or incidental to such work. Access to the Easement Property shall be from the Royal Brougham Way public right of way at the location of the present curb cut. If, however, Grantee wishes to access the Easement Property over and across other portions of Grantor's property, then Grantee shall seek permission from Grantor and such permission shall not to be unreasonably withheld. Any such permission granted under this provision shall be in writing.

GRANTEE'S COVENANTS.

As additional consideration for the Easement, Grantee covenants as follows:

Grantee shall comply with all applicable federal, state, and local laws, regulations, ordinances, codes, court and administrative orders and permit conditions in the design and construction of SR-519 (provided that Grantee retains the right to contest or appeal by appropriate proceedings any such laws, regulations, ordinances, codes, court and administrative orders and permit conditions).

Grantee shall cause its contractor(s) which construct(s) SR-519, as soon as reasonably possible after the construction work on the Easement Property is complete, to restore all of Grantor's improvements on the Easement Property ("**Grantor's Improvements**") that are damaged or removed as a result of such construction to a condition as close to its condition prior to such construction as is reasonably possible, except as otherwise agreed by Grantor and Grantee.

COMMENCEMENT/TERMINATION OF THE EASEMENT.

The Easement Property is divided into 2 distinct parcels; Parcel 1 is owned in fee simple by the Grantee but subject to an Airspace Lease in favor of the Grantor, a description of which is attached hereto as Exhibit A-2 and made a part hereof ("**Airspace Parcel**"); and Parcel 2 is owned in fee simple by the Grantor, a description of which is attached as Exhibit A-3 and

TEMPORARY EASEMENT

made a part hereof ("King County Parcel"). The Grantee's rights under this Easement Agreement with respect to the Airspace Parcel shall commence on the day that Grantee enters the Airspace Parcel for the purpose of commencing construction of SR-519 and shall terminate automatically without further action by Grantor or Grantee twelve months (12) months after the Grantee's entry onto the Airspace Parcel. The Grantee's rights under this Easement Agreement with respect to the King County Parcel shall commence on the day that Grantee enters the King County Parcel for the purpose of commencing construction of SR-519 but no earlier than September 1, 2009, unless otherwise agreed by the Parties and shall terminate automatically without further action by Grantor or Grantee six (6) months after the Grantee's entry onto King County Parcel. Notwithstanding anything in this Easement Agreement to the contrary the Easement shall terminate with respect to the entire Easement Property the earlier of (a) when construction of the SR-519 from its western terminus to its eastern terminus has been completed, the Grantor's improvements on the Easement Property are restored as required by this Easement and SR-519 is opened for public use ("Completion of Construction"), or (b) **August 31, 2010**. Should the Easement expire prior to Completion of Construction, Grantor and Grantee may negotiate a new temporary easement in light of the circumstances that exist at that time. In addition, in the event Grantee breaches any covenant contained herein after reasonable notice and opportunity to correct is provided to Grantee, this Easement Agreement and all the Grantee's rights hereunder shall terminate and revert to the Grantor 10 days after the notice is given unless the breach is corrected or unless the parties otherwise agree, in writing, on a longer period of time within which to correct the breach to Grantee, which notice the Grantor may record in the King County Recorder's Office to terminate this Easement Agreement "of record."

In the event of termination prior to Completion of Construction, as soon as practicable Grantee shall restore Grantor's property to the extent practicable to its condition prior to the grant of this Easement, including without limitation installation of all security fencing, any damaged concrete pavement slabs and permanent security lighting system. If Grantee fails to restore the property promptly, Grantor may restore the property and Grantee shall reimburse Grantor for the reasonable cost of such restoration.

ADDITIONAL COVENANTS OF GRANTEE: GRANTEE AGREES THAT ITS USE OF THE EASEMENT PROPERTY AS AUTHORIZED BY THIS AGREEMENT SHALL BE SUBJECT TO THE FOLLOWING LIMITATIONS:

A. Grantee shall as soon as practicable repair any damage to Grantor's property, caused by

TEMPORARY EASEMENT

the Grantee, the Grantee's assigns or the Grantee's contractors within or outside (caused by the Grantee) of the Easement Property or compensate Grantor for any damage to Grantor's property within or outside (caused by the Grantee) the Easement Property caused by the construction of SR-519, pursuant to this Easement Agreement.

- B. Prior to beginning work in the Easement Property, Grantee shall prepare a traffic control and access plan. This plan shall provide for continued access to Grantor's facilities on Grantor's property, including, but not limited to, special consideration of:
- i) Maintenance of bus access and turning capability from Fourth Avenue and unobstructed access to the E-3 Busway;
 - ii) Provision of adequate signage for changed travel patterns and traffic control persons or devices as necessary.
- C. Grantee and its contractor(s) shall take all necessary safety precautions while working in the Easement Property in accordance with standard construction practices, including, but not limited, fencing the perimeter of the construction site(s) with a permanent fence with no personnel gates or other access openings and which will match the existing height of the fencing on the east and west sides of Grantor's property. Grantee shall provide the Grantor with its access control plan for review and approval prior to the start of construction. Grantor's approval of this access plan shall not be unreasonably withheld.
- D. Grantee shall provide safe pedestrian circulation and assure that any use of public sidewalks adjacent to the Easement Property incorporates measures to safely accommodate public use of the sidewalks.
- E. Grantee and its contractor shall provide a temporary and permanent lighting system that will provide illumination equal to or better than the current lighting system used by the Grantor as of the Effective Date of this Agreement. The Grantee shall provide its lighting plan to the Grantor for its review and approval. Grantor's approval of this lighting plan shall not be unreasonably withheld.
- F. Grantee will not use the Easement Property for construction staging for portions of the SR-519 located west of the centerline of 4th Avenue without the Grantor's prior consent.
- G. Grantee acknowledges and understands that the Grantor is presently performing a major remodel of the facility and that Grantor's contractor is occupying a portion of the easterly part of the Easement Property as a "lay down" area.

TEMPORARY EASEMENT

INDEMNITY AND HOLD HARMLESS.

A. Grantee agrees for itself and its successors and assigns to defend, indemnify and hold harmless Grantor and its appointed and elected officials, its employees and consultants from and against liability for all claims, demands, suits and judgment, including costs of defense thereof, for death or injury to persons or property damage which is caused by, arises out of or is incidental to Grantee's exercise of its rights under this Easement Agreement. Grantee's obligations under this Section include but are not limited to:

1. The duty to promptly accept tender of defense and provide defense to the Grantor at Grantee's sole expense.
2. The duty to indemnify the Grantor for all claims made by Grantee's own employees, contractors or agents.

B. Grantee waives its immunity under the industrial insurance provisions of Title 51 R.C.W., but only to the extent necessary to indemnify Grantor, which waiver has been mutually negotiated by Grantor and Grantee.

C. In the event it is necessary for Grantor to incur attorney's fees, legal expenses or other costs to enforce the provisions of this Section, all such fees, expenses and costs shall be recoverable from Grantee.

D. In the event it is determined that R.C.W 4.24.115 applies to this Easement Agreement, Grantee agrees to defend, hold harmless and indemnify Grantor to the maximum extent permitted by law.

E. The provisions of this section, shall survive the expiration or termination of this Easement Agreement with respect to any event that occurs prior to, or on the date of, such expiration or termination.

F. Nothing in this Section affects or alters the application of any other provision of this Easement Agreement.

TEMPORARY EASEMENT

G. Grantee shall not be required to release, indemnify, hold harmless or otherwise compensate Grantor for any losses, costs or liability of any kind if these are the result of the negligence or willful misconduct of Grantor, its agents, employees, contractor or consultants.

H. It is recognized that the State of Washington, including all its agencies and departments is self-insured for all exposure to general liability and vehicle liability as provided in Ch. 4.92 RCW and RCW 43.41.280 through 43.41.350. Under these provisions, the State of Washington is continuously self-insured up to a predetermined self-insurance retention level at which point excess insurance provides coverage. The self-insurance program is funded by a liability account established by RCW 4.92.130 and financed by annual premiums assessed to state agencies.

I It is further recognized that the Tort Claims Act, Ch. 4.92 RCW, provides the fundamental remedy for all liability claims against the state, its agencies and departments and/or the actions of its officers, employees, and volunteers while engaged in the performance of their official duties. Such claims must be filed with the Risk Management Division within the State of Washington Office of Financial Management for processing according to statute.

ENVIRONMENTAL RISKS.

A. Grantee represents, warrants and agrees that during the term of this Easement Agreement it and its contractors, subcontractors, agents and employees will conduct its activities authorized by this Agreement on the Easement Property in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

TEMPORARY EASEMENT

B. For the purposes of this Agreement, "Hazardous Substances," shall include:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, heavy metals, medical, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or

iii. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants or substances posing a danger or threat to public health, safety or welfare or to the environment, which are regulated or controlled as such by any applicable federal, state or local laws or regulations as now existing or hereafter amended.

C. Grantee agrees to defend, indemnify and hold the Grantor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances that have been released, or otherwise come to be located on the Easement Property, including those that may have migrated from the Easement Property through water or soil to other properties, which are caused by or result from Grantee's activities on the Easement Property during the term of this Easement. Grantee further agrees to retain, defend, indemnify and hold

TEMPORARY EASEMENT

the Grantor harmless from any and all liability arising from the offsite disposal, handling, treatment, storage, or transportation of any such Hazardous Substances removed from the Easement Property by it.

D. The provisions of this section shall survive the termination or expiration of this Easement Agreement.

Notices. All notices, demands, requests or other communications required or permitted to be given under this Easement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at its address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for communications. Notices, demands requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii) when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail.

To the Grantee: Project Engineer, SR 519/I-90 to SR 99 Intermodal Access Project
Washington State Dept. of Transportation
999 Third Avenue, Suite 2424
Seattle, WA 98104

To the Grantor: KING COUNTY Transit Division
King County Department of Transportation
Attn: Randy Witt
201 South Jackson Street
KSC-TR-0431
Seattle, Washington 98104-3856

Governing Law; Venue. This Agreement shall be governed by and in accordance with the laws of the state of Washington. Venue shall be proper in the Superior Court of King County.

Counterparts/Effective Date. This Agreement may be executed in multiple counterparts, all of which together shall be deemed to be one original, even if the parties have not executed the

TEMPORARY EASEMENT

same original. The effective date of this Agreement shall be the date the last party executes this Agreement.

It is understood and agreed that delivery of this Temporary Construction Easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington, unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation by its Headquarter RE Services Manager.

Executed on the respective dates of acknowledgment below.

Date: _____, 2009

KING COUNTY, a political subdivision
of the State of Washington

By: _____
_____, Manager
Real Estate Services

Approved as to Form

By: _____
Scott Johnson, Senior Prosecuting Attorney

Approved as to Form

Accepted and Approved

By: _____
Assistant Attorney General

STATE OF WASHINGTON
Department of Transportation

Date: _____

By: _____
Mike Palazzo
Headquarters RE Services Manager

TEMPORARY EASEMENT

act and deed of said State of Washington, for the uses and purposes therein set forth,
and on oath states that he is authorized to execute said instrument.

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

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

TEMPORARY EASEMENT

Exhibit "A-1"

Legal Description
Easement Property

All that portion of the following described Parcel G lying northerly and westerly of a line beginning at a point opposite Highway Engineer Station (hereinafter referred to as HES) EB B-2 20+67.06 on the EB B-2 line survey of SR 90, 4th Ave. S. to Airport Way S. and 145.23 feet southerly therefrom; thence northeasterly along a curve to the right having a radius of 378.50 feet and an arc distance of 97.47 feet to a point opposite HES EB B-2 21+29.94 on said line survey and 87.89 feet southerly therefrom; thence northeasterly to a point opposite HES EB B-2 22+42.80 on said line survey and 46.11 feet southerly therefrom; thence easterly to a point opposite HES E-3 84+27.05 on the E-3 line survey of said highway and 43.83 feet westerly therefrom; thence northerly to a point opposite HES E-3 84+37.00 on said line survey and 44.80 feet westerly therefrom; thence northerly to a point opposite HES E-3 84+56.86 on said line survey and 45.26 feet westerly therefrom; thence northerly to a point opposite HES EB B-2 23+34.59 on the EB B-2 line survey of said highway and 21.39 feet southerly therefrom; thence northerly to a point opposite HES E-3 86+36.79 on the E-3 line survey and 36.10 feet westerly therefrom and the end of this line description.

PARCEL G referenced above is more specifically described as follows, to wit:

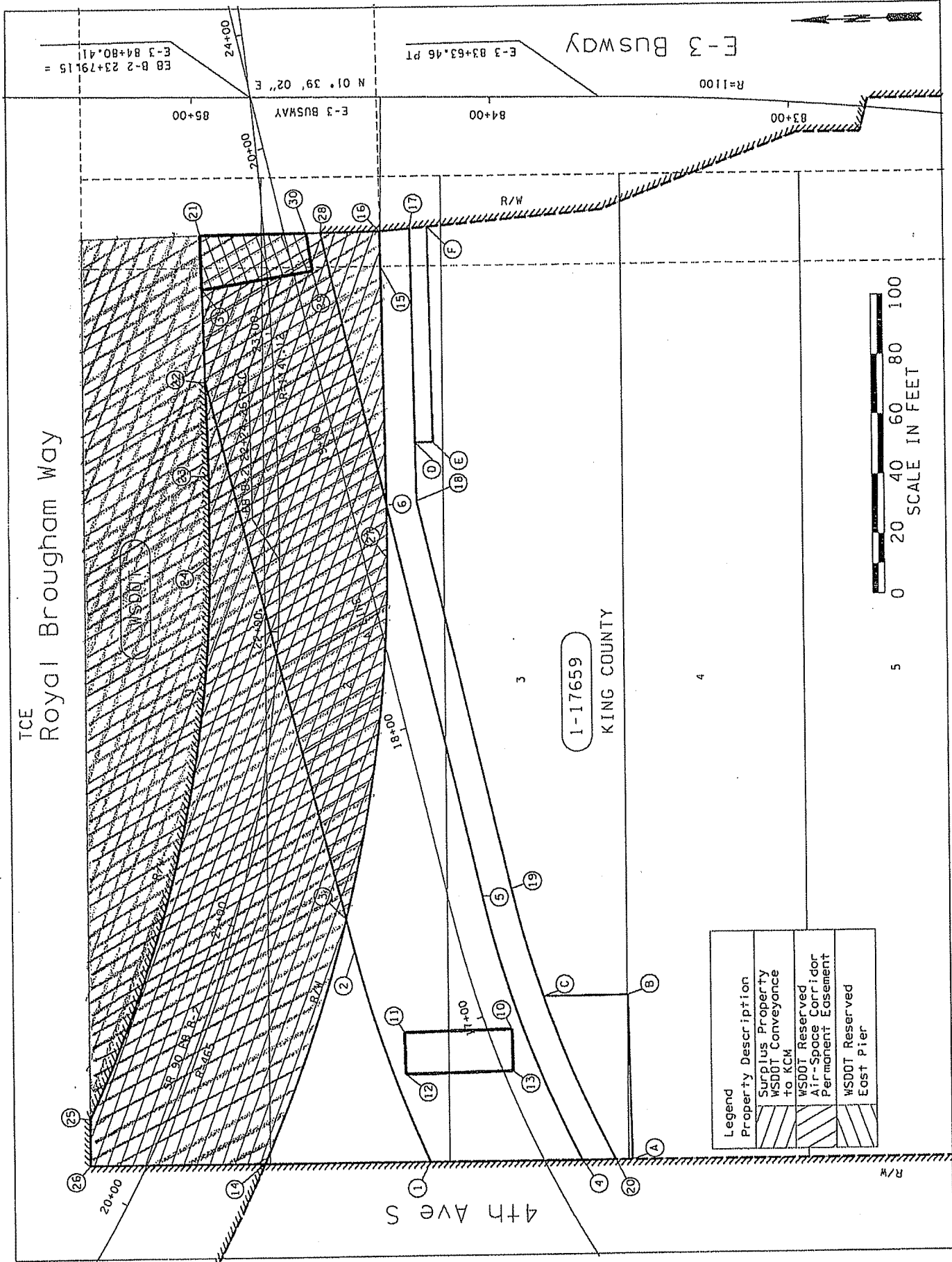
Parcels A and B, City of Seattle Lot Boundary Adjustment No. 2302861, recorded under Recording Number 20040309900005, said Lot Boundary Adjustment being a portion of Blocks 280 and 281, Seattle Tide Lands, as shown on the official maps thereof on file in the office of Commissioner of Public Lands in Olympia, Washington; EXCEPT that portion conveyed to the State of Washington by Quit Claim Deeds recorded under Recording Numbers 20031230001854 and 20040818001754.

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

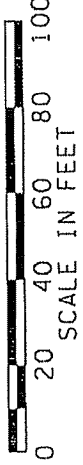
TEMPORARY EASEMENT

**Exhibit A-2
Airspace Parcel
(12 months)**

TCE
Royal Brougham Way



Legend	Property Description
	Surplus Property WSDOT Conveyance to KCM
	WSDOT Reserved Air-Space Corridor Permanent Easement
	WSDOT Reserved East Pier



1-17659
KING COUNTY

4th Ave S

E-3 Busway

EB B-2 23+79.15 =
E-3 84+80.41

E-3 BUSWAY
85+00

84+00

83+00

R=1100

24+00

20+00

22+00

24+00

26+00

28+00

30+00

32+00

34+00

18+00

11+00

20+00

1

2

3

4

5

6

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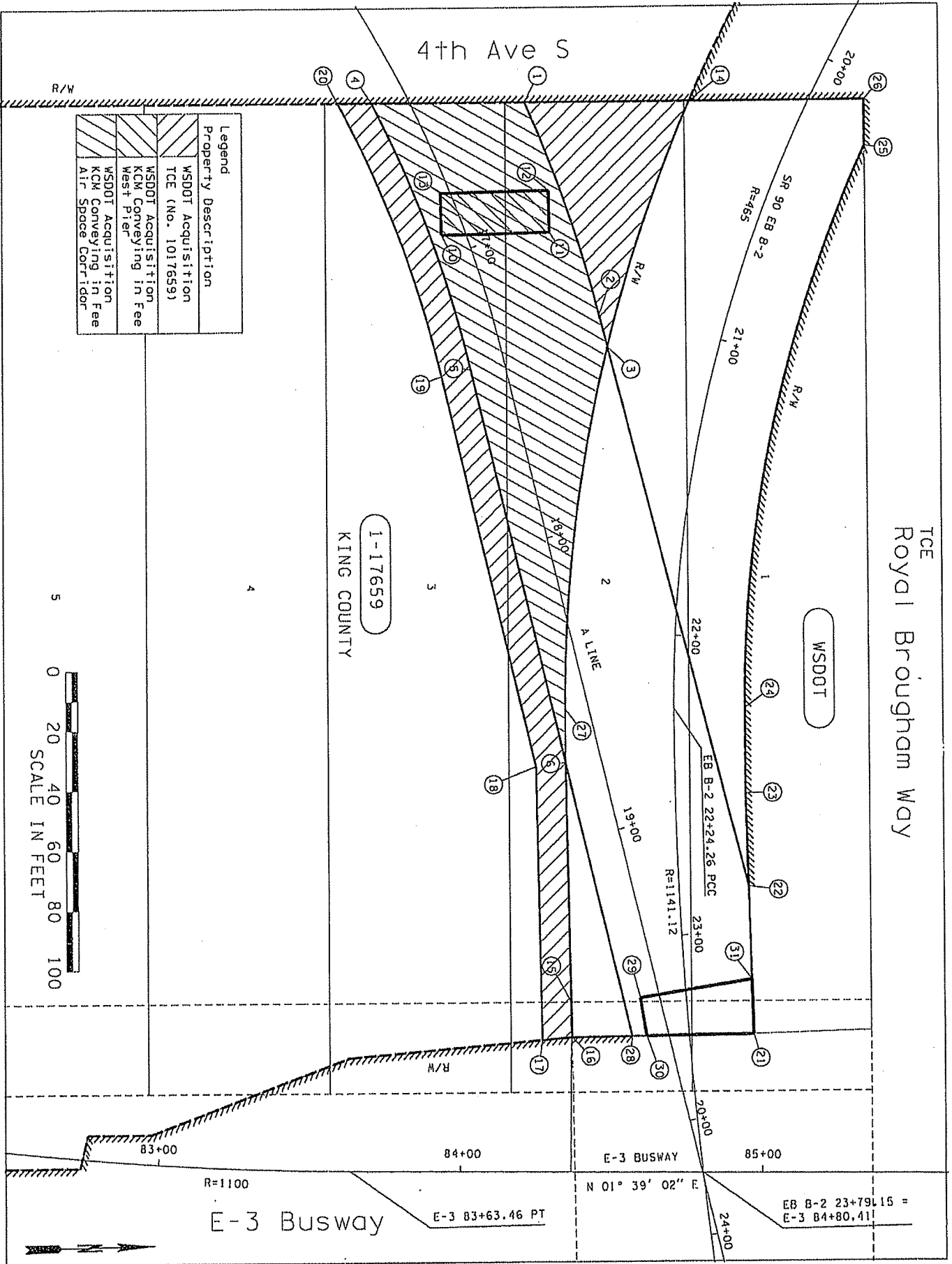
100

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

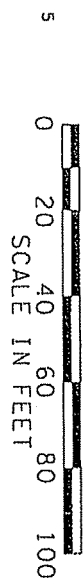
TEMPORARY EASEMENT

**Exhibit A-3
King County Parcel
(6 months)**

TCE
Royal Brougham Way



Legend	
Property Description	
	WSDOT Acquisition TCE (No. 1017659)
	WSDOT Acquisition KCM Conveying in Fee West Pier
	WSDOT Acquisition KCM Conveying in Fee Air Space Corridor



E-3 Busway
E-3 83+63.46 PT
R=1100

EB B-2 23+79.15 =
E-3 84+80.41

N 01° 39' 02" E

1-17659
KING COUNTY

WSDOT

4th Ave S

R/W

0 20 40 60 80 100
SCALE IN FEET



EXHIBIT G

**REIMBURSEMENT FOR COMPENSATION TO KING COUNTY FOR
MITIGATION OF IMPACTS TO METRO OPERATIONS**

AGREEMENT GCA 6062

**SR 519/I-90 to SR 99 INTERMODAL ACCESS PROJECT – I/C
IMPROVEMENTS**

**REIMBURSEMENT FOR COMPENSATION TO KING COUNTY FOR
MITIGATION OF IMPACTS TO METRO OPERATIONS**

This Agreement (“Agreement”) is entered into by and between the State of Washington, Department of Transportation, hereinafter the “STATE,” and King County, a home rule charter county of the State of Washington, through its Department of Transportation, Metro Transit Division, hereinafter the “COUNTY,” hereinafter collectively the “Parties” and individually the “Party.”

WHEREAS, the STATE and the COUNTY have a shared interest in long-term mobility enhancements such as a comprehensive package of access improvements for the South Downtown/Duwamish area, the East Marginal Way Grade Separation, the Alaskan Way Viaduct, Spokane Street Viaduct, and transportation operational improvements; and

WHEREAS, the STATE, the various stakeholders including the COUNTY have agreed to a design for SR 519/I-90 to SR 99 Intermodal Access Project – I/C Improvements, hereinafter the “PROJECT;” and

WHEREAS, the PROJECT is in the second phase of improvements whereby the STATE will improve east-west traffic flow between the Seattle waterfront and the I-5/I-90 freeway system. The PROJECT includes three components:

- A new off-ramp from I-90 to South Atlantic Street;
 - A new South Royal Brougham Way overpass above the Burlington Northern Santa Fe Railroad tracks west of Third Avenue South;
 - Roadway widening along South Atlantic Street east of First Avenue South and improvements to the intersection of First Avenue South and South Atlantic Street;
- and

WHEREAS, the STATE is the lead agency in the design and construction of the PROJECT and the STATE is using the design-build method of project delivery; and

WHEREAS, the COUNTY and the STATE own property at 1200 4th Avenue South, Seattle, Washington, upon which the COUNTY currently operates the King County Metro Ryerson Bus Base, a bus storage, maintenance and dispatch center, hereinafter the “PROPERTY” and which is located within the PROJECT limits; and

WHEREAS, the STATE will, by separate conveyances acquire rights to a portion of the PROPERTY from the COUNTY by a fee acquisition, including an aerial airspace

corridor, a permanent access easement, and a temporary construction easement for durations specified by those separate documents; and

WHEREAS, the STATE has immediate need for use of the PROPERTY for construction purposes; and

WHEREAS, the STATE's use of the PROPERTY will result in some impacts to and displacement of the COUNTY's bus base operations, and

NOW, THEREFORE, by virtue of RWC 47.28.140 and in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made a part hereof, it is mutually agreed as follows:

1.0 GENERAL

1.1 In recognition of impacts to the COUNTY's operations, the STATE enters into this Agreement to provide the terms of compensation to the COUNTY for mitigation of impacts to the COUNTY's bus base operations.

2.0 DUTIES

2.1 The COUNTY will incur additional costs for maintenance and operations due to the displacement and relocation of buses from the PROPERTY.

2.2 The STATE will reimburse the COUNTY for the additional costs related to such displacement and relocation and will coordinate the PROJECT construction activities to minimize the impacts to the COUNTY's bus base operations.

2.3 The County and the State agree that a reasonable estimate of the amount of additional costs related to the displacement and relocation is \$83,333.00 per month.

3.0 CONSIDERATION

3.1 Except as provided below, the STATE agrees to reimburse the COUNTY for such impacts as provided herein, not to exceed a maximum amount of Five Hundred Thousand Dollars (\$500,000.00).

3.2 Payments shall be made by the STATE for each month the STATE is performing work on the PROJECT at the Ryerson Base North, upon invoice from the COUNTY, to cover costs associated with impacts to operations. These payments are not to be more frequent than one (1) per month. The STATE agrees to make payment within thirty (30) calendar days from receipt of billing from the COUNTY.

3.3 Payments shall be made in the amount of Eighty-three Thousand, Three Hundred Dollars (\$83,333.00) per month for each full or partial calendar month that the STATE is

performing work on the PROJECT at the PROPERTY, and absent an amendment as provided below, is not expected to exceed six (6) calendar months.

3.4 The COUNTY agrees to submit a final billing to the STATE within forty-five (45) calendar days after construction has concluded and PROJECT staff and equipment have vacated the PROPERTY. Except as provided above, the final billing for six (6) calendar months of STATE use combined with previous billings will not exceed Five Hundred Thousand Dollars (\$500,000.00).

4.0 AMENDMENT

4.1 Either Party may request changes to the provisions contained in this Agreement. Such changes shall be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

4.2 If necessary, the COUNTY will, by executed amendment to this Agreement, allow the STATE an additional three (3) calendar months of access and use for additional payment of Eighty-three Thousand, Three Hundred Dollars (\$83,300.00) per month.

5.0 NOTIFICATION

5.1 Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses unless otherwise indicated by the Parties to this Agreement:

To the STATE: Project Engineer, SR 519/I-90 to SR 99 Intermodal Access
Project
Washington State Dept. of Transportation
999 Third Avenue, Suite 2424
Seattle, WA 98104

To the COUNTY: KING COUNTY Transit Division
King County Department of Transportation
Attn: Randy Witt
201 South Jackson Street
KSC-TR-0431
Seattle, Washington 98104-3856

6. RECORDS RETENTION AND AUDIT

6.1 During the progress of the work and for a period not less than six (6) years from

the date of final payment to the STATE, the records and accounts pertaining to the PROJECT and accounting thereof are to be kept available for inspection and audit by the COUNTY, and the federal government and copies of all records, accounts, documents, or other data pertaining to the PROJECT will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 3-year retention period.

7.0 DISPUTES

7.1 The designated representatives identified herein under Section 5, NOTIFICATION, shall use their best efforts to resolve any disputes which may arise between the Parties. If these individuals are unable to resolve a dispute, the responsible project directors of each Party shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of each Party or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

8.0 EFFECTIVENESS AND DURATION

8.1 This Agreement is effective upon execution by both Parties and will remain in effect until fully performed, unless otherwise amended or terminated.

9.0 INDEMNIFICATION AND HOLD HARMLESS

9.1 Each of the Parties, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the Party's own negligent acts or omissions related to or arising out of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

9.2 Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents related to or arising out of this Agreement. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW.

9.3 The indemnification, hold harmless, and/or waiver obligation described in this section shall survive the termination of this Agreement.

10.0 VENUE

10.1 This Agreement shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the STATE and COUNTY shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of Thurston, State of Washington.

[PROCEED TO NEXT PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

By
Jim Jacobson, Deputy Director
King County Department of
Transportation

Date: _____

By
John White, Program Director
Alaskan Way Viaduct and Seawall
Replacement Program

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By (print)

By (print)

Signature

Signature

Title

Title

Date: _____

Date: _____

