

**E-3 BUSWAY REDEVELOPMENT UMBRELLA AGREEMENT**

Revised June 12, 2002

This Agreement is made by and among CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transportation authority of the state of Washington ("Sound Transit"), KING COUNTY, a political subdivision of the State of Washington ("King County"), and the STATE OF WASHINGTON, by and through its Department of Transportation (the "State") for the development of certain public facilities on real property owned by the State and utilized by King County for bus transit operations.

**BACKGROUND**

- A. Sound Transit is a Regional Transit Authority authorized by Chapter 81.104 and 81.112 RCW and a vote of the people to implement a high capacity transportation system and to acquire property therefor.
- B. The State owns real property and real property interests lying generally between Airport Way and Spokane Street in the City of Seattle more fully described and depicted on the E-3 Busway Plan Set (the "State Property"). As used herein, "E-3 Busway Plan Set" shall mean the E-3 Busway Plan Set, dated May \_\_, 2002, attached hereto as Exhibit A.
- C. King County and the State agreed that King County would acquire real property interests to use portions of the State Property as a transit roadway pursuant to an agreement with the State labeled "TB1-0036" and dated March 25, 1988 (the "Turnback Agreement"). The area of this transit roadway which extends generally between Airport Way and S. Spokane Street in the City of Seattle (the "E-3 Busway Area") is more fully described and depicted on the E-3 Busway Plan Set. The Turnback Agreement provided King County with certain rights to use and responsibilities to maintain the E-3 Busway Area. The portion of the E-3 Busway Area lying generally between Royal Brougham Street and S. Spokane Street was colored red in the Turnback Agreement, as conveyed to King County through that certain Quitclaim deed dated November 16, 1995 and recorded with the King County Division of Records and Elections under number 9512110452 (the "1995 Quitclaim Deed") and is more fully described and depicted on the E-3 Busway Plan Set ("Turnback Agreement Red Area"). The portion of the E-3 Busway Area lying generally between Royal Brougham Street and the Downtown Seattle Transit Tunnel ("DSTT") was colored green in the Turnback Agreement and is more fully described and depicted on the E-3 Busway Plan Set ("Turnback Agreement Green Area"). King County conducts bus transit operations within the E-3 Busway Area.
- D. King County owns real property and real property interests lying generally between Royal Brougham Street and S. Massachusetts Street in the City of Seattle immediately to the east of the State Property all as more fully described and depicted on the E-3 Busway Plan Set (the "30-foot Strip").
- E. Sound Transit is authorized to purchase real property and real property interests under the provisions of RCW 81.112.080. In order to carry out its statutory duties and obligations

under Chapter 81.112 RCW, Sound Transit intends to implement a portion of the Link Light Rail element of its high capacity transportation system using a portion of the E-3 Busway Area more fully described and depicted on the E-3 Busway Plan Set (the "E-3 Light Rail Transitway") and using the 30-foot Strip.

- F. The State, Sound Transit and King County desire to establish the framework among the parties for conveying fee and airspace leasehold and other property interests in the E-3 Busway Area and in the 30-foot Strip and for relocating certain existing facilities.
- G. Sound Transit wishes to acquire a fee simple estate in a portion of the E-3 Light Rail Transitway from the State, free and clear of King County's prior interest. In addition, Sound Transit wishes to acquire airspace leasehold estates and temporary construction easements upon portions of the State Property in order to complete relocation of King County facilities and certain other construction work. Sound Transit also wishes to acquire certain additional easements and franchises upon the State Property necessary or convenient to its purposes. Sound Transit also wishes to acquire a fee simple estate in the 30-foot Strip.
- H. King County wishes to have its bus transit operations relocated from the E-3 Light Rail Transitway to the remaining portion of the E-3 Busway Area at Sound Transit's expense and without interrupting its ability to use the E-3 Light Rail Transitway to provide such services until the relocation is complete. King County also wishes to acquire or preserve the right to use certain portions of the State Property for its purposes.
- I. The State wishes to retain from its conveyances of interests in the State Property to Sound Transit and to King County, those property interests necessary for the State to preserve its E-3 Busway obligations and to preserve the design and construction of the SR 519 highway project, phases 1 and 2.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Sound Transit, King County and the State agree as follows:

#### 1. King County Conveyances.

- 1.1 King County shall convey to the State by quitclaim deed all of its interest in that portion of the E-3 Light Rail Transitway lying generally north of S. Massachusetts Street, within the Turnback Agreement Red Area and more fully described and depicted on the E-3 Busway Plan Set (the "North Segment of the E-3 Light Rail Transitway"), reserving its rights to use a portion of the property for a pedestrian overpass, upon Sound Transit's completion of certain construction work described in Exhibit B hereof (the "North Segment Busway Improvements") and upon completion of King County's employee garage described in Exhibit C hereof (the "King County Garage") or when alternative replacement parking is provided at Sound Transit's expense for such employees at a location approved by the chief executive officers of King County and Sound Transit. "Completion"

shall occur when King County accepts such Improvements pursuant to Section 2.3 of the E-3 Busway Improvements Agreement described below in Section 3 and when King County receives a certificate of occupancy for the King County Garage or is able to utilize the approved alternative replacement parking.

- 1.2 King County shall convey to the State by quitclaim deed all of its interest in that portion of the E-3 Light Rail Transitway lying generally south of S. Massachusetts Street and more fully described and depicted on the E-3 Busway Plan Set (the "South Segment of the E-3 Light Rail Transitway") upon Sound Transit's completion of certain construction work described in Exhibit D hereof (the "South Segment Busway Improvements"). "Completion" shall occur when King County accepts such Improvements pursuant to Section 2.3 of the E-3 Busway Improvement Agreement described below in Section 3.
- 1.3 King County shall convey or otherwise grant necessary rights to Sound Transit, concurrently with the State by separate instrument as their interest may appear, the following rights in those certain portions of the Turnback Agreement Red Area described and depicted on the E-3 Busway Plan Set, subject to execution by all parties of an E-3 Improvements Agreement covering relocation of the bus transit operations from the E-3 Light Rail Transitway area and an E-3 General Maintenance and Drainage Agreement covering maintenance, operations and allocation of costs for the combined storm water facilities and subject to the State's and Federal Highway Administration's determination that the criteria for the State surplusing such Rights have been satisfied, as provided in Section 2.1 hereof:
  - 1.3.1 Temporary Construction Rights (the right to construct improvements upon the Temporary Construction Area.)
  - 1.3.2 Storm Water Rights (the right to construct, maintain, improve and operate storm water facilities within the Storm Water Area.)
  - 1.3.3 Signal Communications Access Rights (the right to access signal communication facilities through the Signal Communication Access Area.)
  - 1.3.4 Footings Rights (the right to construct, maintain and improve wall footings within the Footings Area.)
  - 1.3.5 Pedestrian Access to E-3 Rights (the permanent right, at the Lander St. station, for pedestrians to pass between the Light Rail platform located in the "South Segment of the E-3 Light Rail Transitway" and the King County bus platform located in the "E-3 Busway Area".)
- 1.4 King County shall subordinate its interests in the Turnback Agreement Green Area to Sound Transit's Temporary Construction, Storm Water, Signal Communications Access and Footings Rights upon such property granted by the State (as provided in Section 2.1 below) by executing and delivering to Sound Transit a subordination agreement in a form mutually approved by King County and Sound Transit, subject to execution by all parties of the E-3 Improvements Agreement (described below in Section 3) and an E-3 General Maintenance and Drainage

Agreement covering maintenance, operations and allocation of costs for the combined storm water facilities.

- 1.5 King County shall convey to Sound Transit all of its interest in the 30-foot Strip (subject to King County's permanent exclusive right to purchase all or any portion of such real property prior to its being offered for sale to any other entity, public or private, at fair market value determined by appraisal immediately preceding the date of sale) pursuant to a Real Estate Purchase and Sale Agreement substantially in the form attached hereto as Exhibit E. King County shall reserve from this conveyance a permanent easement for a pedestrian overpass, and right to repurchase. King County shall make such conveyance upon completion of the King County Garage or when alternative replacement parking is provided at Sound Transit's expense for such employees at a location approved by the chief executive officers of King County and Sound Transit. "Completion" shall occur when King County receives a certificate of occupancy for the King County Garage or is able to utilize the approved alternative replacement parking.

## 2. State Conveyances.

- 2.1 The State, pursuant to a Real Estate Purchase and Sale Agreement substantially in the form attached hereto as Exhibit F, will convey to Sound Transit a fee estate in the South Segment of the E-3 Light Rail Transitway (subject to the State's permanent exclusive non-assignable right to purchase all or any portion of such real property prior to its being offered for sale to any other entity, public or private, at fair market value determined by appraisal immediately preceding the date of sale the payment of which shall be by adjustment to the Land Bank Account if appropriate) upon completion of the South Segment Busway Improvements and will convey or otherwise grant necessary rights, concurrently with King County by separate instrument as their interests may appear, the following rights in those certain portions of the State Property described and depicted on the E-3 Busway Plan Set, subject to the State's and Federal Highway Administration's determination that the criteria for surplusizing such Rights have been satisfied and subject to execution by all parties of an E-3 Improvements Agreement covering relocation of the bus transit operations from the E-3 Light Rail Transitway area and an E-3 General Maintenance and Drainage Agreement covering maintenance, operations and allocation of costs for the combined storm water facilities:

- 2.1.1 Temporary Construction Rights (the right to construct improvements upon that portion of the Temporary Construction Area lying north of the southern boundary of S. Massachusetts St. and upon the I-90 Segment of the E-3 Light Rail Transitway.)
- 2.1.2 Storm Water Rights (the right to construct, maintain, improve and operate storm water facilities within the Storm Water Area.)

- 2.1.3 Signal Communications Access Rights (the right to access signal communication facilities through the Signal Communication Access Area.)
  - 2.1.4 Footings Rights (the right to construct, maintain and improve wall footings within the Footings Area.)
  - 2.1.5 Pedestrian Access to E-3 Rights (the permanent right, at the Lander St. station, for pedestrians to pass between the Light Rail platform located in the "South Segment of the E-3 Light Rail Transitway" and the King County bus platform located in the "E-3 Busway Area".)
- 2.2 The State will convey to Sound Transit, subject to conditions related to SR 519 construction, an airspace leasehold upon the North Segment of the E-3 Light Rail Transitway, subject to King County's Pedestrian Bridge Purposes (as defined in Section 2.5 below), upon the completion of the (1) SR 519 Phase I Improvements (as generally described on Exhibit G-1 hereto); (2) North Segment Busway Improvements; and (3) King County Garage pursuant to an Airspace Lease Agreement, generally in the form attached to the Landbank Agreement.
- 2.3 The State will convey to Sound Transit, subject to conditions related to SR 519 construction, an airspace leasehold upon the I-90 Segment of the E-3 Light Rail Transitway upon the completion of the SR 519 Phase I Improvements (as generally described on Exhibit G-1 hereto), pursuant to an Airspace Lease Agreement, generally in the form attached to the Landbank Agreement.
- 2.3.1 The parties recognize that the State intends to construct certain SR 519 Phase II improvements as generally described on Exhibit G-2 hereto ("SR 519 Phase II Light Rail Transitway Area Work") and that it will be necessary for the State to utilize a portion of the State Property (subject to the Airspace Leasehold on the I-90 and North Segments of the E-3 Light Rail Transitway or subject to the Temporary Construction rights granted to Sound Transit upon the State Property hereunder) for the construction of such SR 519 Phase II Light Rail Transitway Work. The parties further recognize that the State has not yet appropriated funds to complete such SR 519 Phase II Light Rail Transitway Work and that the State has not yet scheduled construction of such Work. The parties also recognize that it is in the interest of Sound Transit for such Work to be constructed quickly so as to minimize interference with Sound Transit's construction of its facilities. The parties also recognize that King County may need to utilize portions of this property for its expansion of the Ryerson Transit Base. The parties agree to work together in good faith and in the greater public interest to coordinate their construction activities and to make necessary property available to accommodate Sound Transit's Light Rail Project; the State's SR 519 Phase II Project and King County's Ryerson Transit Base Expansion Project.

- 2.3.2 The parties recognize that King County has been granted certain rights by the State to the Turnback Agreement Green Area and that Sound Transit's Airspace Lease upon the I-90 Segment of the E-3 Light Rail Transitway will be subject to such rights. The State also agrees to allow Sound Transit and King County to allocate between each other certain operation and maintenance responsibilities for the Turnback Agreement Green Area; provided, however, that such allocation will be subject to the State's prior approval which shall not be unreasonably withheld or delayed. At such time as the State has approved such allocation of operation and maintenance responsibilities, the State shall release King County and Sound Transit respectively from responsibility for operation and maintenance of such areas allocated to the other party.
- 2.4 The State will execute a quitclaim deed modifying the deed restrictions set forth in the 1995 Quitclaim Deed to allow for base operations and surface area parking purposes, subject to the rights acquired by the State for SR 519 Phase I, upon a portion of the E-3 Busway Area more fully described and depicted on E-3 Busway Plan Set and subject further to the good faith efforts of the parties described in Section 2.3.1.
- 2.5 The State will execute a quitclaim deed modifying the deed restrictions set forth in the 1995 Quitclaim Deed to allow for pedestrian bridge purposes ("King County Bridge Purposes") subject to the rights acquired by the State for SR 519 Phases I upon a portion of the E-3 Busway Area more fully described and depicted on the E-3 Busway Plan Set and subject further to the good faith efforts of the parties described in Section 2.3.1.
- 2.6 King County and the State shall concurrently by separate instrument, as their interests may appear, grant the City of Seattle the necessary rights for access to Seattle City Light facilities within the E-3 Busway Area (other than the E-3 Light Rail Transitway), subject to King County's review and approval of Seattle City Light's plans to use the E-3 Busway Area so as to assure that Seattle City Light does not interfere with King County's authorized use of the E-3 Busway Area.
- 2.7 The consideration due for the additional rights conveyed to King County pursuant to Sections 2.4 and 2.5 hereof (base operations, surface area parking, and the pedestrian bridge) shall be the fair market value of these property interests as determined by a real property appraisal. The appraisal shall be done by an independent, licensed fee appraiser mutually selected by King County and the State. The value determined by the independent fee appraiser shall be binding on King County and the State. King County and the State agree to equally share the costs of said appraisal.
3. **E-3 Busway Improvement Agreement.** The State, King County and Sound Transit shall enter into an agreement, substantially in the form of Exhibit H hereto, setting forth the terms and conditions governing Sound Transit's relocation of King County's bus



transit operations from the E-3 Light Rail Transitway to another portion of the E-3 Busway Property.

- 4. Closing, Escrow, and Future Agreements.** The parties intend that the closing of this purchase and sale ("Closing") will occur at the offices of First American Title Insurance Company, in Seattle, Washington (the "Closing Agent") on or before the later of August 1, 2002 or two weeks following the satisfaction of the condition precedent set forth in Section 13 hereof. The parties shall deposit in escrow with Closing Agent on or before the Closing all instruments, documents and monies necessary to complete the transactions in accordance with this Agreement, including but not limited to those listed in Sections 4.1 to 4.4 below. As used herein, "closing" or "date of closing" means the date on which all appropriate documents and necessary funds are delivered to the Escrow Agent. Following Closing, and if and when the condition precedent set forth in Section 13 hereof has been satisfied, the Escrow Agent shall generally take the following actions:
- 4.1** Immediately, upon Closing, (1) record and deliver to Sound Transit, the instruments necessary to grant Sound Transit the rights set forth in Sections 1.3.1 through 1.3.5 and Sections 2.1.1 through 2.1.5 (Temporary Construction, Storm Water, Signal Communications Access, Footings, and Pedestrian Access); (2) record and deliver to King County the State's quitclaim deed modifying the deed restrictions set forth in the 1995 Quitclaim Deed pursuant to Sections 2.4 and 2.5 hereof.
  - 4.2** Upon completion of the North Segment Busway Improvements and upon completion of the King County Garage or alternative replacement parking is provided as set forth in Section 1.1 hereof and upon the completion of the SR 519 Phase I improvements, (1) record and deliver to the State the quitclaim deed from King County to North Segment of the E-3 Light Rail Transitway as set forth in Section 1.1 hereof and (2) deliver to Sound Transit the airspace lease from the State and record a memorandum of said lease to the North Segment of the E-3 Light Rail Transitway as set forth in Section 2.2 hereof.
  - 4.3** Upon completion of the South Segment Busway Improvements as set forth in Section 1.2 hereof, (1) record and deliver to the State the quitclaim deed from King County to South Segment of the E-3 Light Rail Transitway as set forth in Section 1.2 hereof and (2) deliver to Sound Transit the quitclaim deed from the State for the South Segment of the E-3 Light Rail Transitway and otherwise close the conveyance or granting of interests set forth in the Real Estate Purchase and Sale Agreement described in Section 2.1 hereof.
  - 4.4** Upon the completion of the SR 519 Phase I improvements, deliver to Sound Transit the airspace lease from the State for the I-90 Segment of the E-3 Light Rail Transit way as set forth in Section 2.3 hereof.
  - 4.5** Upon completion of the King County Garage or when alternative replacement parking is provided as set forth in Section 1.1 hereof, record and deliver to Sound

Transit the quit claim deed from King County for the 30-foot Strip and otherwise close the transaction as set forth in Section 1.5 hereof.

The parties acknowledge that this Umbrella Agreement contemplates the execution and delivery of a number of future agreements and instruments the final form and contents of which are not presently determined. The parties agree to provide the necessary human resources and to work in good faith to develop the final form and contents of such agreements and instruments and to execute and deliver such agreements and instruments into escrow prior to July 31, 2002.

**5. State's Representations and Warranties.** The State represents and warrants to Sound Transit and King County as of the date of this Agreement that:

**5.1 Authority.** The State has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the State and constitute the State's legal, valid and binding obligation enforceable against the State in accordance with its terms. This Agreement is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which the State is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

**5.2 No Omissions.** All representations and warranties made by the State in this Agreement, and all information contained in any certificate furnished by the State to Sound Transit or King County in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Sound Transit by the State in connection with this transaction are true and complete copies of the documents they purport to be and to the best of the State's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

**5.3 Indemnity.** The State hereby agrees to defend, protect, indemnify and hold King County and Sound Transit harmless from any and all loss, damage, liability or expense, including attorneys' fees and costs, the King County or Sound Transit may suffer to the extent such result directly from any breach of or any inaccuracy in the foregoing representations and warranties.

**6. King County's Representations and Warranties.** King County represents and warrants to Sound Transit and the State as of the date of this Agreement that:

**6.1 Authority.** King County has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby. This Agreement has been, and the documents



contemplated hereby will be, duly executed and delivered by King County and constitute the King County's legal, valid and binding obligation enforceable against King County in accordance with its terms. This Agreement is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which King County is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

**6.2 No Omissions.** All representations and warranties made by King County in this Agreement, and all information contained in any certificate furnished by King County to Sound Transit or the State in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Sound Transit by King County in connection with this transaction are true and complete copies of the documents they purport to be and to the best of King County's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

**6.3 Indemnity.** King County hereby agrees to defend, protect, indemnify and hold the State and Sound Transit harmless from any and all loss, damage, liability or expense, including attorneys' fees and costs, the State or Sound Transit may suffer to the extent such result directly from any breach of or any inaccuracy in the foregoing representations and warranties.

**7. Sound Transit's Representations and Warranties.** Sound Transit represents and warrants to the State and King County as of the date of this Agreement that:

**7.1 Authority.** Sound Transit has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Sound Transit and constitute Sound Transit's legal, valid and binding obligation enforceable against Sound Transit in accordance with its terms. This Agreement is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Sound Transit is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

**7.2 No Omissions.** All representations and warranties made by Sound Transit in this Agreement, and all information contained in any certificate furnished by Sound Transit to King County or the State in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading.

The copies of any documents furnished to King County or the State by Sound Transit in connection with this transaction are true and complete copies of the documents they purport to be and to the best of Sound Transit's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

- 7.3 Indemnity.** Sound Transit hereby agrees to defend, protect, indemnify and hold the State and King County harmless from any and all loss, damage, liability or expense, including attorneys' fees and costs, the State or King County may suffer to the extent such result directly from any breach of or any inaccuracy in the foregoing representations and warranties.
- 8. Time; Attorney's Fees.** Time is of the essence of this Agreement. In any suit, action or appeal therefrom, to enforce this Agreement or any term or provision hereof, or to interpret this Agreement, each party shall bear its costs incurred therein, including reasonable attorneys' fees.
- 9. Notices.** All notices, waivers, elections, approvals and demands required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, return receipt requested, to the addressee's mailing address set forth below. Either party hereto may, by proper notice to the other designate any other address for the giving of notice. Any notice shall be effective when personally delivered or, if mailed as provided herein, on the day of actual receipt.
- 10. Assignment.** Sound Transit, King County, and the State may transfer and assign its interests in this Umbrella Agreement to any other public agency or public entity as permitted by law, provided that the successor or assignee has assumed all the obligations, duties and liabilities of the assignor under this Agreement then in effect, and has provided the two other parties with reasonable assurance of its legal and financial authority to honor and perform the same. An assignment permitted under this Section shall be effective only upon the two other parties' receipt of written notice of the assignment and a written assumption by the assignee of all the obligations, duties and liabilities of the assignor under this Agreement then in effect. The assignor and the assignee shall give the other parties written notice of the assignment not less than thirty (30) days prior to the effective date thereof.
- 11. General.** This Agreement may be modified only in writing, signed by Sound Transit, King County and the State. Except as otherwise provided herein, any waivers hereunder must be in writing. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the state of Washington shall govern this Agreement. This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the successors and assigns of the parties hereto. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. Venue for any action arising under this Agreement shall be in Thurston County Superior Court.

12. **Default and Remedies.** The following shall constitute defaults under this Agreement: (i) any material breach by a party of any representation, warranties, covenants, or agreement hereunder; (ii) the filings by a party of any petition under the Federal Bankruptcy Code or the adjudication of a party as a bankrupt thereunder. In the event of a material breach or default in or of this Agreement or any of the representations, warranties, terms, covenants, conditions or provisions hereof by a party, the non-breaching party shall have a claim for actual damages and non-cancelable obligations resulting from such breach or default, in addition to and without prejudice to any other right or remedy available under this Agreement or at law or in equity.
13. **Condition Precedent.** The parties' obligations hereunder shall be subject to Sound Transit's prior execution (no later than December 31, 2003), with the necessary authorization of its Board, of a full funding grant agreement with the Federal Transit Administration ("FTA") for the construction of the initial segment of the Link Light Rail element of its high capacity transportation system that extends from a train turn-around track at or near Convention Place Station in the Tunnel to South 154<sup>th</sup> Street in the City of Tukwila.
14. **Exhibits.** Exhibits A through H attached hereto are incorporated herein as if fully set forth.

Signed in triplicate original this \_\_\_\_ day of \_\_\_\_\_, 2002.

**SOUND TRANSIT:**

**CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Address: 401 S. Jackson St.  
Seattle, Washington 98104-2826

Approved as to Form:

Name \_\_\_\_\_  
Legal Counsel \_\_\_\_\_

**STATE:**

**THE STATE OF WASHINGTON**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**KING COUNTY**

**KING COUNTY**

By \_\_\_\_\_  
Ron Sims, Executive

**Exhibits:**

- A. E-3 Busway Plan Set
- B. North Segment Busway Improvements
- C. King County Garage
- D. South Segment Busway Improvements
- E. King County 30-foot Strip Real Estate Purchase and Sale Agreement
- F. Sound Transit/State Real Property Purchase and Sale Agreement
- G-1 SR 519 Phase I Improvements
- G-2 SR 519 Phase II Light Rail Transitway Work
- H. E-3 Roadway Improvement Agreement



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF KING            )

On this \_\_\_\_ day of May, 2002, before me, a Notary Public in and for the State of Washington, personally appeared Ron Sims, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive of KING COUNTY to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

# **Exhibit A**

## **E-3 Busway Plan Set**

**05-21-02**

REVISED June 12, 2002

**E-3 Busway Plan Set**  
REVISED June 12, 2002

Items on the Plan Set

1. "State Property"
2. "E-3 Busway Area"
3. "Turnback Agreement Red Area"
4. "Turnback Agreement Green Area"
5. "30-Foot Strip"
6. "E-3 Light Rail Transitway"
7. "North Segment of the E-3 Light Rail Transitway"
8. "South Segment of the E-3 Light Rail Transitway"
9. "King County Bridge Purposes"
10. "Drainage Easements" (see "Storm Water Rights" Legal Description)

Legal Attached to the Plan Set

1. "State Property"
2. "Turnback Agreement"
3. "1995 Quitclaim Deed"
4. "30-Foot Strip"
5. "North Segment of the E-3 Light Rail Transitway"  
"South Segment of the E-3 Light Rail Transitway"
6. "Temporary Construction Right" (Revised June 12, 2002)
7. "Storm Water Rights" (see "Drainage Easements" on Plan Set)
8. "Signal Communications Rights"
9. "Footage Rights"
10. "King County Bridge Purposes"
11. "King County Parking Area" (Revised June 12, 2002)



20  
30  
"30-foot Strip"

CONFORMED COPY

WHEN RECORDED MAIL TO:

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KING COUNTY RE OCO 0.00  
PAGE 001 OF 004  
02/08/2001 13:39  
KING COUNTY, WA

CONFORMED COPY

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02/08/2001 13:39  
KING COUNTY, WA  
TAX \$0.00  
SALE \$0.00

PAGE 001 OF 002

QUITCLAIM DEED

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, (formerly Burlington Northern Railroad Company), of 2500 Lou Menk Drive, Fort Worth, Texas 76131-2830, hereinafter called "Grantor", for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to KING COUNTY, a political subdivision of the State of Washington, of 201 S. Jackson Street, Seattle, Washington, 98104, hereinafter called "Grantee", all its right, title and interest, if any, in real estate, subject however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise, situated in the County of King, State of Washington, hereinafter called "Property", together with all after acquired title of grantor therein, more particularly described as follows:

The East 240 feet of Lot 21 in Block 281 of Seattle Tide Lands, according to the maps on file in the Office of the Commissioner of Public Lands, in Olympia, Washington: Except the East 209 feet: Also Except any portion deeded to the State of Washington under recording numbers 8610020077, 8805030703 and 8805030704.

Grantee has been allowed to make an inspection of the Property and has knowledge as to the past use of the Property. Based upon this inspection and knowledge, Grantee is aware of the condition of the Property and GRANTEE ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO

Assessor's Property Tax Parcel Account Number(s): 766620-4739-06

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**AFTER RECORDING MAIL TO:**

Name King County / Marc Dallas  
Address 821 Second Avenue, MS-128  
City/State Seattle, Washington 98104-1598

Document Title(s): (or transactions contained therein)

- 1. Special Warranty Deed
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document

Grantor(s): (Last name first, then first name and initials)

- 1. AND, LLC, a Delaware limited liability company
- 2.
- 3.
- 4.
- 5.  Additional names on page \_\_\_\_\_ of document

Grantee(s): (Last name first, then first name and initials)

- 1. King County, a political subdivision of the State of Washington
- 2.
- 3.
- 4.
- 5.  Additional names on page \_\_\_\_\_ of document

Abbreviated Legal Description as follows: (i.e. lot/block/pt or section/township/range/quarter/quarter)


Portion of Lots 12 through 20, inclusive, Block 281 of Seattle Tide Lands,  
King County, Washington AND  
Portion of Lots 12 Through ~~20~~ inclusive, Block ~~281~~ of Seattle Tide Lands,  
King County, Washington 22 280

Complete legal description is on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel / Account Number(s):

766620-4738-07 AND 766620-4668-01

**NOTE:** *The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.*

 **First American Title Insurance Company**  
  
357042-5  
(5)  
*(this space for title company use only)*

9812071194

E1684296 1P/01/98 6227.64 349867.00

FILED IN KING COUNTY RECORDS THE 2000 OCT 10 10:30 AM

**EXHIBIT "A"**

The East 30.0 feet of the West 120.0 feet of Lots 12 through 20, inclusive, Block 281 of Seattle Tide Lands, City of Seattle, King County, Washington, according to the official plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington; also,

Those portions of Lots 12 through 22, inclusive, Block 280 of Seattle Tide Lands, City of Seattle, King County, Washington, according to the official plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington, described as follows:

9612071194

**Beginning** at a point on the North line of said Lot 22 distant 209.0 feet West of the Northeast corner thereof; thence South parallel with the East line of said Block 280 a distance of 270.0 feet to a point 30.0 feet South of the North line of said Lot 18 and distant 8.5 feet Easterly, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) spur track centerline, as now located and constructed, said point being the Northwest corner of the second parcel of land described in Correction Quitclaim Deed from Burlington Northern Railroad Company to Glacier Park Company dated August 26, 1991; thence Southerly along the Westerly line of said Glacier Park Company parcel of land 300 feet, more or less, to the most Westerly corner of said parcel; thence Southeasterly and radially to said spur track centerline 7.1 feet to the most Southerly corner of said Glacier Park Company property; thence Southerly to a point on the North line of said Lot 13 distant 236.8 feet West of the Northeast corner of said Lot 13; thence Southwesterly to a point on the North line of said Lot 12 distant 254.8 feet West of the Northeast corner of said Lot 12; thence Southwesterly to a point on the South line of said Lot 12 distant 264.2 feet West of the Southeast corner of said Lot 12; thence West along the South line of said Lot 12 a distance of 5.8 feet; thence South at right angles to the South line of said Block 280, a distance of 100.0 feet to the North line of Block 279 of Seattle Tide Lands; thence West along said North line 30.0 feet; thence North at right angles to said North line of Block 279, a distance of 100.0 feet to the South line of said Block 280; thence Northeasterly along a straight line to a point being 400.0 feet South and 239.0 feet West of the Northeast corner of said Block 280; thence North parallel with the East line of said Block 280 a distance of 400.0 feet to the North line of said Block 280; thence East along said North line 30.0 feet to the **Point of Beginning**.

## North Segment of the E-3 Light Rail Transit Way

### Air Space Lease within the E-3 R/W corridor between S. Royal Brougham Way and S. Massachusetts St.

**GRANTOR:** King County (E-3)

**Tax Account No.:** N/A. Existing E-3 Right-of-Way between S. Royal Brougham Way and S. Forest St.  
**Sound Transit R/W No.:** 700-BW026

**GRANTEE:** Central Puget Sound Regional Transit Authority, a Public Agency.

#### **GRANTOR'S ENTIRE PARCEL:**

ALL OF THE E-3 RIGHT-OF-WAY IN SECTIONS 5, 8 AND 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SHOWN HACHURED ON EXHIBIT "A" OF THAT QUIT CLAIM DEED FROM THE STATE OF WASHINGTON TO KING COUNTY RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9512110452, THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEETS 2, 3, 4 AND 5 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985.

EXCEPT ANY PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS AS SHOWN ON SHEET 3 OF THAT CERTAIN PLAN ENTITLED 'SR519, EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

#### **AIRSPACE LEASE DESCRIPTION ACQUIRED BY GRANTEE:**

ALL THAT PORTION OF THE E-3 RIGHT-OF-WAY LYING NORTHERLY OF THE SOUTH LINE OF S. MASSACHUSETTS ST., SOUTHERLY OF THE SOUTH LINE OF S.R. 90 (S. ROYAL BROUGHAM WAY), AND EASTERLY OF THE WEST LINE OF THE SOUND TRANSIT LIGHT RAIL TRANSIT WAY, SAID WEST LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3 86+38.50 ON THE E-3 LINE SURVEY OF "SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985, AND 28.12 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 80+84.84 ON SAID LINE SURVEY AND 49.92 FEET EASTERLY THEREFROM;

THENCE CONTINUE SOUTHERLY TO A POINT OPPOSITE HES E-3 76+46.45 ON SAID LINE SURVEY AND 49.92 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 75+94.24 ON SAID LINE SURVEY AND 49.08 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1068.00 FEET A DISTANCE OF 136.25 FEET TO A POINT OPPOSITE HES E-3 74+58.42 ON SAID LINE SURVEY AND 39.52 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES E-3 74+06.97 ON SAID LINE SURVEY AND 32.58 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES E-3 73+07.17 ON SAID LINE SURVEY AND 18.47 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES E-3 72+77.17 ON SAID LINE SURVEY AND 15.50 FEET EASTERLY THEREFROM;

THENCE SOUTH ON A CURVE TO THE LEFT HAVING A RADIUS OF 1082.00 FEET A DISTANCE OF 61.47 FEET TO A POINT OPPOSITE HES E-3 72+15.86 ON SAID LINE SURVEY AND 11.18 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 71+85.73 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY, PARALLEL WITH SAID E-3 LINE, TO THE SOUTH LINE OF S. MASSACHUSETTS STREET AT A POINT OPPOSITE HES E-3 70+15.93 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY THEREFROM, BEING THE END OF THIS LINE DESCRIPTION.

CONTAINING AN AREA OF 47,733 SQUARE FEET, OR 1.096 ACRES MORE OR LESS.

VERTICALLY, SAID AIR SPACE SHALL LIE BELOW A PLANE OF ELEVATION OF 49.00 FEET BASED ON THE 'NORTH AMERICAN VERTICAL DATUM OF 1988' (NAVD88). NOTE: SUBTRACT 9.55 FEET FROM NAVD88 ELEVATIONS TO OBTAIN CITY OF SEATTLE DATUM ELEVATIONS.

## South Segment of the E-3 Light Rail Transit Way

### Fee Acquisition within the E-3 R/W corridor S. Massachusetts St. and S. Forest St.

**GRANTOR:** King County (E-3)

**Tax Account No.:** N/A. Existing E-3 Right-of-Way between S. Royal Brougham Way and S. Forest St. Sound Transit R/W No.: 700-BW026

**GRANTEE:** Central Puget Sound Regional Transit Authority, a Public Agency.

#### **GRANTOR'S ENTIRE PARCEL:**

ALL OF THE E-3 RIGHT-OF-WAY IN SECTIONS 5, 8 AND 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SHOWN HACHURED ON EXHIBIT "A" OF THAT QUIT CLAIM DEED FROM THE STATE OF WASHINGTON TO KING COUNTY RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9512110452, THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEETS 2, 3, 4 AND 5 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985.

EXCEPT ANY PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS AS SHOWN ON SHEET 3 OF THAT CERTAIN PLAN ENTITLED 'SR519, EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

#### **FEE ACQUISITION DESCRIPTION ACQUIRED BY GRANTEE:**

ALL THAT PORTION OF THE E-3 RIGHT-OF-WAY LYING SOUTHERLY OF THE SOUTH LINE OF S. MASSACHUSETTS ST., NORTHERLY OF S. FOREST ST., AND EASTERLY OF THE WEST LINE OF THE SOUND TRANSIT LIGHT RAIL TRANSIT WAY, SAID WEST LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF S. MASSACHUSETTS STREET AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3 70+15.93 ON THE E-3 LINE SURVEY OF "SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS", AND 9.92 FEET EASTERLY THEREFROM; THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 47+60.36 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY THEREFROM;  
THENCE WESTERLY TO A POINT OPPOSITE HES E-3 47+60.36 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;  
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 47+26.36 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;  
THENCE WESTERLY TO A POINT OPPOSITE HES E-3 47+26.36 ON SAID LINE SURVEY AND 0.32 FEET EASTERLY THEREFROM;  
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 42+84.37 ON SAID LINE SURVEY AND 0.32 FEET EASTERLY THEREFROM;  
THENCE EASTERLY TO A POINT OPPOSITE HES E-3 42+84.37 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY THEREFROM;  
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 37+40.24 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY THEREFROM;  
THENCE WESTERLY TO A POINT OPPOSITE HES E-3 37+40.24 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;  
THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 34+86.12 ON SAID LINE SURVEY AND 4.92 FEET EASTERLY THEREFROM;  
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 366.55 FEET A DISTANCE OF 82.76 FEET TO A POINT OPPOSITE HES E-3 34+04.06 ON SAID LINE SURVEY AND 14.22 FEET EASTERLY THEREFROM;  
THENCE SOUTHEASTERLY ON A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 277.75 FEET A DISTANCE OF 23.54 FEET TO A POINT OPPOSITE HES E-3 33+81.37 ON SAID LINE SURVEY AND 20.45 FEET EASTERLY THEREFROM;

THENCE NORTHEASTERLY TO THE EAST LINE OF THE E-3 RIGHT-OF-WAY (BEING THE EAST LINE OF THE WEST 30 FEET OF BLOCK 275 OF SEATTLE TIDELANDS, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON), AT A POINT OPPOSITE HES E-3 33+82.19 ON SAID LINE SURVEY, BEING THE END OF THIS LINE DESCRIPTION.

CONTAINING AN AREA OF 49,981 SQUARE FEET, OR 1.147 ACRES MORE OR LESS.

## Temporary Construction Rights

REVISED June 12, 2002

### Notes:

1. The temporary construction easement (TCE) covers portions of the F-3, SR 519, and I-90 right-of-ways as shown on the attached legal descriptions. A portion of this area is excluded from the TCE. The exclusion Area is a subset of the King County Parking Easement Area and is defined in the attached legal description. The I-90 right-of-way TCE includes both the portion described as airspace lease and the portion described as temporary construction easement.
2. Sound Transit's use of the TCE is delineated in an attached schedule and area diagrams.
3. In the "E-3 Busway Plan Set" drawings this TCE comprises the combined area of what's shown as TCE, Airspace Lease, Fee Acquisition, and the SR 519 footing.



# Temporary Construction Easement from the E-3 for D700

REVISED June 12, 2002

Within the E-3 R/W corridor between S. Royal Brougham Way and S. Spokane St.

**GRANTOR:** King County (E-3)

**Tax Account No.:** N/A. Existing E-3 Right-of-Way between S. Royal Brougham Way and S. Spokane St.  
**Sound Transit R/W No.:** 700-BW026

**GRANTEE:** Central Puget Sound Regional Transit Authority, a Public Agency.

## GRANTOR'S ENTIRE PARCEL:

ALL OF THE E-3 RIGHT-OF-WAY IN SECTIONS 5, 8 AND 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SHOWN HACHURED ON EXHIBIT "A" OF THAT QUIT CLAIM DEED FROM THE STATE OF WASHINGTON TO KING COUNTY RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9512110452, THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEETS 2, 3, 4 AND 5 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985.

EXCEPT ANY PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS AS SHOWN ON SHEET 3 OF THAT CERTAIN PLAN ENTITLED 'SR519, EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

## TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION ACQUIRED BY GRANTEE:

ALL OF GRANTOR'S PARCEL (DESCRIBED ABOVE) EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF: BEGINNING ON THE WEST LINE OF THE E-3 R/W AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3 73+36 ON THE E-3 LINE SURVEY OF "SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS", AND 36.89 FEET WESTERLY THEREFROM; THENCE EASTERLY TO A POINT OPPOSITE HES E-3 73+36 ON SAID LINE SURVEY AND 24.3 FEET WESTERLY THEREFROM;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1120.85 FEET A DISTANCE OF 54.1 FEET TO A POINT OPPOSITE HES E-3 73+89.7 ON SAID LINE SURVEY AND 18.1 FEET WESTERLY THEREFROM;

THENCE NORTHEASTERLY TO A POINT OPPOSITE HES E 3 74+92.7 ON SAID LINE SURVEY AND 3.5 FEET WESTERLY THEREFROM;

THENCE NORTHERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1003.60 FEET A DISTANCE OF 141.0 FEET TO A POINT OPPOSITE HES E-3 76+33.3 ON SAID LINE SURVEY AND 6.4 FEET EASTERLY THEREFROM;

THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 79+50.2 ON SAID LINE SURVEY AND 6.4 FEET EASTERLY THEREFROM; ✓

THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 80+07.7 ON SAID LINE SURVEY AND 6.8 FEET EASTERLY THEREFROM, BEING A POINT ON THE WEST FACE OF A BRIDGE SUPPORT COLUMN; ✓

THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 81+32.8 ON SAID LINE SURVEY AND 5.7 FEET EASTERLY THEREFROM, BEING A POINT ON THE WEST FACE OF A BRIDGE SUPPORT COLUMN; ✓

THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 82+82.1 ON SAID LINE SURVEY AND 8.6 FEET WESTERLY THEREFROM, BEING A POINT ON THE WEST FACE OF A BRIDGE SUPPORT COLUMN;

THENCE NORTHWESTERLY TO THE WEST LINE OF THE E-3 R/W AT A POINT OPPOSITE HES E-3 83+63 ON SAID LINE SURVEY AND 55.9 FEET WESTERLY THEREFROM;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE E-3 A DISTANCE OF 1026.7 FEET TO THE POINT OF BEGINNING.

CONTAINING 474,400 SQUARE FEET, OR 10.891 ACRES MORE OR LESS.

CONTAINING 287,837 SQUARE FEET, OR 6.61 ACRES MORE OR LESS.

## Temporary Construction Rights on SR 519

### Temporary Construction Easement within SR519 between S. Royal Brougham Way and S. Atlantic St.

**GRANTOR:** State of Washington (WSDOT)

**Tax Account No.:** N/A. Existing Right-of-Way between S. Royal Brougham Way and S. Atlantic St.

**Sound Transit R/W No.:** 700-BW

**GRANTEE:** Central Puget Sound Regional Transit Authority, a Public Agency.

#### **GRANTOR'S ENTIRE PARCEL:**

ALL THOSE AREAS OF RIGHT-OF-WAY (BEING RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS) AS SHOWN ON SHEET 3 OF 4 OF THAT CERTAIN PLAN ENTITLED "SR519 MP 0.00 TO MP 0.24 EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

#### **TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION ACQUIRED BY GRANTEE:**

ALL THOSE AREAS OF RIGHT-OF-WAY (BEING RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS) AND AIR SPACE CORRIDOR AS SHOWN ON SHEET 3 OF 4 OF THAT CERTAIN PLAN ENTITLED "SR519 MP 0.00 TO MP 0.24 EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998, LYING EASTERLY OF THE WEST LINE OF THE E-3 RIGHT-OF-WAY AS SHOWN ON SHEET 2 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985.

THE EASEMENT SHALL BE BELOW THE S.R. 519 BRIDGE STRUCTURE, AND AROUND COLUMNS AND FOOTINGS AS CLEARANCES PERMIT.

CONTAINING 2,045 SQUARE FEET OF RIGHT-OF-WAY.

## Storm Water Rights

- ① A 12" SD RUNNING FROM A 48" TYPE 200A SDMH, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 81+16.6 AND 41.2 FEET EASTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 81+15.3 AND 49.0 FEET EASTERLY THEREFROM. AND AN 8" SD RUNNING FROM A TYPE 242 CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 81+09.5 AND 47.2 FEET EASTERLY THEREFROM; THENCE NORTHERLY TO A TEE INTO A NEW 12" SD AT A POINT OPPOSITE HES E-3 81+15.5 AND 47.7 FEET EASTERLY THEREFROM. Containing 26 square feet.
- ② A 12" SD RUNNING FROM A TYPE 201 SDMH, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 71+95.2 AND 20.0 FEET WESTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 71+95.8 AND 10.3 FEET EASTERLY THEREFROM. AND AN 8" SD RUNNING FROM A TYPE 242A CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 71+89.0 AND 10.4 FEET EASTERLY THEREFROM, THENCE WESTERLY TO A BEND AT A POINT OPPOSITE HES E-3 71+89 AND 6.1 FEET EASTERLY THEREFROM; THENCE NORTHERLY TO A TEE INTO A NEW 12" SD AT A POINT OPPOSITE HES E-3 71+95.2 AND 6.0 FEET EASTERLY THEREFROM. Containing  $116 + 37 =$  total 153 square feet.
- ③ A 12" SD RUNNING FROM A TYPE 200A CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 68+41.0 AND 3.4 FEET EASTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 68+41.1 AND 9.9 FEET EASTERLY THEREFROM. Containing 20 square feet.
- ④ AN 8" SD RUNNING FROM A TYPE 242B CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 63+80.2 AND 0.9 FEET EASTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 63+80.3 AND 9.9 FEET EASTERLY THEREFROM. AND AN 8" SD (CONNECTOR FROM UNDERDRAIN) RUNNING FROM SAID TYPE 242B CB, NORTHEASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 63+82.8 AND 9.9 FEET EASTERLY THEREFROM. AND AN 8" SD (CONNECTOR FROM UNDERDRAIN) RUNNING FROM SAID TYPE 242B CB, SOUTHEASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 63+77.8 AND 9.9 FEET EASTERLY THEREFROM. Containing 46 square feet.
- ⑤ AN 8" SD (CONNECTOR FROM UNDERDRAIN) RUNNING FROM A TYPE 242A CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 59+05.2 AND 3.9 FEET EASTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 59+05.1 AND 9.9 FEET EASTERLY THEREFROM. Containing 21 square feet.
- ⑥ AN EXISTING 12" SD, BEGINNING AT A TEE CUT-IN OF A NEW 8" SD AT A POINT OPPOSITE HES E-3 58+88 AND 3.9 FEET EASTERLY THEREFROM; THENCE EASTERLY ALONG SAID EXISTING PIPE TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 58+88 AND 9.9 FEET EASTERLY THEREFROM. Containing 24 square feet.
- ⑦ A 12" SD RUNNING FROM A 48" TYPE 200A SDMH, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 49+05.2 AND 20.7 FEET WESTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 49+05.2 AND 9.9 FEET EASTERLY THEREFROM. Containing 117 square feet.
- ⑧ AN EXISTING 12" SD RUNNING FROM A TEE CUT-IN OF A NEW 8" SD AT A POINT OPPOSITE HES E-3 47+49.4 AND 0.1 FEET EASTERLY THEREFROM; THENCE EASTERLY ALONG SAID EXISTING PIPE TO

THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 47+49.5 AND 4.9 FEET EASTERLY THEREFROM.

Containing 19 square feet.

9

AN 8" SD RUNNING FROM A CLEANOUT AT A POINT OPPOSITE HES E-3 45+62.5 AND 3.5 FEET WESTERLY THEREFROM TO A CLEANOUT AT A POINT OPPOSITE HES E-3 46+80.8 AND 3.5 FEET WESTERLY THEREFROM. AND THIS EASEMENT SHALL BE 5.8 FEET WIDE, LYING BETWEEN A LINE PARALLEL WITH AND OFFSET 2 FEET WESTERLY OF THE 8" SD AND THE LIGHT RAIL TRANSIT WAY WHICH IS PARALLEL WITH AND OFFSET 3.8 FEET EASTERLY OF THE 8" SD.

Containing 686 square feet.

10

AN 8" SD RUNNING FROM A TYPE 242A CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 45+20 AND 1.9 FEET WESTERLY THEREFROM; THENCE WESTERLY TO A BEND AT A POINT OPPOSITE HES E-3 45+20 AND 3.5 FEET WESTERLY THEREFROM; THENCE SOUTHERLY TO A CLEANOUT AT A POINT OPPOSITE HES E-3 44+25.2 AND 3.5 FEET WESTERLY THEREFROM. AND THIS EASEMENT SHALL BE 5.8 FEET WIDE, LYING BETWEEN A LINE PARALLEL WITH AND OFFSET 2 FEET WESTERLY OF THE 8" SD AND THE LIGHT RAIL TRANSIT WAY WHICH IS PARALLEL WITH AND OFFSET 3.8 FEET EASTERLY OF THE 8" SD.

Containing 550 square feet.

11

AN EXISTING 12" SD RUNNING FROM A TEE CUT-IN OF A NEW 8" SD AT A POINT OPPOSITE HES E-3 44+01.1 AND 6.3 FEET WESTERLY THEREFROM; THENCE EASTERLY ALONG SAID EXISTING PIPE TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 44+01.1 AND 0.3 FEET EASTERLY THEREFROM.

Containing 27 square feet.

12

AN 8" SD RUNNING FROM A TYPE 242A CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 43+41.2 AND 6.6 FEET WESTERLY THEREFROM; THENCE SOUTHERLY TO A CLEANOUT AT A POINT OPPOSITE HES E-3 43+21.9 AND 4.0 FEET WESTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 43+21.9 AND 0.3 FEET EASTERLY THEREFROM.

Containing 95 square feet.

13

AN 8" SD RUNNING FROM A TYPE 242B CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 41+10.2 AND 0.1 FEET WESTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 41+10.2 AND 9.9 FEET EASTERLY THEREFROM.

Containing 34 square feet.

14

A 12" SD RUNNING FROM A 54" TYPE 201 SDMH, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 40+59 AND 21.1 FEET WESTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 40+59 AND 9.9 FEET EASTERLY THEREFROM.

Containing 117 square feet.

15

AN 8" SD RUNNING FROM A TYPE 242A CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 39+24.2 AND 0.6 FEET WESTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 39+24.2 AND 9.9 FEET EASTERLY THEREFROM. AND A 12" SD RUNNING FROM SAID TYPE 242A CB TO A TEE AT A POINT OPPOSITE HES E-3 39+28.5 AND 0.6 FEET WESTERLY THEREFROM; THENCE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 39+28.5 AND 9.9 FEET EASTERLY THEREFROM.

Containing  $35 + 35 = 70$  square feet.

(16)

AN 8" SD RUNNING FROM A TYPE 242A CB, THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 34+06.6 AND 12.7 FEET EASTERLY THEREFROM; THENCE SOUTHERLY TO A TEE AT A POINT OPPOSITE HES E-3 33+46.6 AND 13.8 FEET EASTERLY THEREFROM; AND A 12" SD RUNNING FROM A TYPE 201 SDMH , THE CENTER OF WHICH IS AT A POINT OPPOSITE HES E-3 33+45.9 AND 20.7 FEET WESTERLY THEREFROM; THENCE EASTERLY TO ABOVE SAID TEE AT A POINT OPPOSITE HES E-3 33+46.6 AND 13.8 FEET EASTERLY THEREFROM; THENCE CONTINUE EASTERLY TO THE WEST LINE OF THE LIGHT RAIL TRANSIT WAY AT A POINT OPPOSITE HES E-3 33+47 AND 38.5 FEET EASTERLY THEREFROM.

Containing  $235 + 230 = 465$  square feet.

Note: Above drainage easements are 4' wide (2' on each side of described line) except as noted.

## Storm Water Rights

DRAINAGE SYSTEM DATA	Sound Transit Stationing		E-3 Stationing	
	Station	Offset	Station	Offset
SDMH TYPE 200A	SB 115 + 22.0	14.8' RT	81 + 16.6	41.2 RT
CB 242A	SB 124 + 50.7	7.0' RT	71 + 89.0	10.4 RT
MH TYPE 201	SB 124 + 45.5	37.5' RT	71 + 95.2	20.0 LT
SDMH TYPE 200A	SB 127+ 99.2	13.5 RT	68 + 41.0	3.4 RT
CB 242B	SB 132 + 60.0	16.0 RT	63 + 80.2	0.9 RT
CB 242A	SB 137 + 35.0	13.0' RT	59 + 05.2	3.9 RT
T CUT-IN	SB 137 + 52.2	13.0' RT	58 + 88.0	3.9 RT
SDMH TYPE 200	SB 147 + 35.0	37.6' RT	49 +05.2	20.7 LT
T CUT-IN	SB 148 + 90.8	16.8 RT	47 + 49.4	0.1 RT
C.O.	SB 149 + 59.4	20.4' RT	46 + 80.8	3.5 LT
CB 242A	SB 150+55	18.8' RT	45 + 85.2	1.9 LT
C.O.	SB 150 + 77.8	20.4' RT	45 + 62.5	3.5 LT
CB 242A	SB 151 + 20.0	18.8' RT	45 + 20.2	1.9 LT
C.O.	SB 152 + 15.0	20.4' RT	44 + 25.2	3.5 LT
CB 242A	SB 152+48.6	19.4' RT	43 + 91.7	2.5 LT
T CUT-IN	SB 152 + 39.1	23.2 RT	44 + 01.1	6.3 LT
CB 242A	SB 152 + 99.0	23.5' RT	43 + 41.2	6.6 LT
C.O.	SB 153 + 18.3	20.9' RT	43 + 21.9	4.0 LT
CB 242B	SB 155 + 30.0	17.0 RT	41 + 10.2	0.1 LT
SDMH T201	SB 155 + 81.2	38.0' RT	40 + 59.0	21.2 LT
T CUT-IN	SB 157 + 11.7	17.5 RT	39 + 28.5	0.6 LT
CB 242A	SB 157 + 16.0	17.4' RT	39 + 24.2	0.6 LT
CB 242A	SB 162 + 31.5	12.9' RT	34 + 06.6	12.75 RT
T CUT-IN	SB 162 +84.6	30.6 RT	33 + 46.6	13.8 RT
SDMH T201	SB 162 + 74.0	62.7' RT	33 + 45.9	20.7 LT

## Signal Communications Access Rights

	Sound Transit Stationing		E-3 Stationing	
	Station	Offset	Station	Offset
Signal/Comm Access	SB 117 + 46.86	0	78 + 90.5	56.4 RT
Signal/Comm Access	SB 117 + 74.86	0	78 + 62.5	56.4 RT

Note: Sound Transit is acquiring rights to the property directly east of this signal/communications access for construction of the Light Rail Transit Way. For a period of time these rights will be an airspace lease and a break in limited access will be required from E-3 Sta 84+39.98 (94.44' RT.) to E-3 Sta 70+15.93 (9.92' RT.). After that time these rights will be fee title and a break in limited access will be required for the signal/communications access as shown in the table above.



# Footing Rights

## Footing Easement within the E-3 R/W corridor between S. Royal Brougham Way and S. Forest St.

**GRANTOR:** King County (E-3)

**Tax Account No.:** N/A. Existing E-3 Right-of-Way between S. Royal Brougham Way and S. Forest St.  
**Sound Transit R/W No.:** 700-BW026

**GRANTEE:** Central Puget Sound Regional Transit Authority, a Public Agency.

### GRANTOR'S ENTIRE PARCEL:

ALL OF THE E-3 RIGHT-OF-WAY IN SECTIONS 5, 8 AND 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SHOWN HACHURED ON EXHIBIT "A" OF THAT QUIT CLAIM DEED FROM THE STATE OF WASHINGTON TO KING COUNTY RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9512110452, THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEETS 2, 3, 4 AND 5 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985.

EXCEPT ANY PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS AS SHOWN ON SHEET 3 OF THAT CERTAIN PLAN ENTITLED 'SR519, EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

### FOOTING EASEMENT DESCRIPTION:

A STRIP OF LAND 4.00 FEET IN WIDTH, THE EASTERLY LINE THEREOF BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3 85+18.50 ON THE E-3 LINE SURVEY OF "SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985, AND 29.19 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 83+47.05 ON SAID LINE SURVEY AND 30.86 FEET EASTERLY THEREFROM, BEING THE END OF THIS LINE AND 4.00 FOOT STRIP;

TOGETHER WITH A STRIP OF LAND 1.00 FOOT IN WIDTH, THE EASTERLY LINE THEREOF BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE HES E-3 83+47.05 ON SAID LINE SURVEY AND 30.86 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 76+46.45 ON SAID LINE SURVEY AND 49.92 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 75+94.24 ON SAID LINE SURVEY AND 49.08 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1068.00 FEET A DISTANCE OF 136.25 FEET TO A POINT OPPOSITE HES E-3 74+58.42 ON SAID LINE SURVEY AND 39.52 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES E-3 74+06.97 ON SAID LINE SURVEY AND 32.58 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES E-3 73+07.17 ON SAID LINE SURVEY AND 18.47 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY TO A POINT OPPOSITE HES E-3 72+77.17 ON SAID LINE SURVEY AND 15.50 FEET EASTERLY THEREFROM;

THENCE SOUTH ON A CURVE TO THE LEFT HAVING A RADIUS OF 1082.00 FEET A DISTANCE OF 61.47 FEET TO A POINT OPPOSITE HES E-3 72+15.86 ON SAID LINE SURVEY AND 11.18 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 71+85.73 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 65+83.21 ON SAID LINE SURVEY AND 9.92 FEET  
EASTERLY THEREFROM, BEING THE END OF THIS LINE AND 1.00 FOOT STRIP;

**TOGETHER WITH A STRIP OF LAND 4.00 FEET IN WIDTH, THE EASTERLY LINE THEREOF BEING DESCRIBED  
AS FOLLOWS:**

BEGINNING AT A POINT OPPOSITE HES E-3 65+83.21 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY  
THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 64+43.24 ON SAID LINE SURVEY AND 9.92 FEET  
EASTERLY THEREFROM, BEING THE END OF THIS LINE AND 4.00 FOOT STRIP;

**TOGETHER WITH A STRIP OF LAND 1.00 FOOT IN WIDTH, THE EASTERLY LINE THEREOF BEING DESCRIBED  
AS FOLLOWS:**

BEGINNING AT A POINT OPPOSITE HES E-3 64+43.24 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY  
THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 47+60.36 ON SAID LINE SURVEY AND 9.92 FEET  
EASTERLY THEREFROM, BEING THE END OF THIS LINE AND 1.00 FOOT STRIP;

**TOGETHER WITH A STRIP OF LAND 4.00 FOOT IN WIDTH, THE EASTERLY LINE THEREOF BEING DESCRIBED  
AS FOLLOWS:**

BEGINNING AT A POINT OPPOSITE HES E-3 42+84.37 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY  
THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 41+05.24 ON SAID LINE SURVEY AND 9.92 FEET  
EASTERLY THEREFROM, BEING THE END OF THIS LINE AND 4.00 FOOT STRIP;

**TOGETHER WITH A STRIP OF LAND 1.00 FOOT IN WIDTH, THE EASTERLY LINE THEREOF BEING DESCRIBED  
AS FOLLOWS:**

BEGINNING AT A POINT OPPOSITE HES E-3 41+05.24 ON SAID LINE SURVEY AND 9.92 FEET EASTERLY  
THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 37+40.24 ON SAID LINE SURVEY AND 9.92 FEET  
EASTERLY THEREFROM, BEING THE END OF THIS LINE AND 1.00 FOOT STRIP;

ALL CONTAINING AN AREA OF 5,457 SQUARE FEET, OR 0.125 ACRES MORE OR LESS.

VERTICALLY, SAID FOOTING EASEMENT SHALL LIE BETWEEN A TOP PLANE ELEVATION OF 17.00 FEET AND  
A BOTTOM PLANE ELEVATION OF 13.50 FEET, BASED ON THE 'NORTH AMERICAN VERTICAL DATUM OF 1988'  
(NAVD88). NOTE: SUBTRACT 9.55 FEET FROM NAVD88 ELEVATIONS TO OBTAIN CITY OF SEATTLE DATUM  
ELEVATIONS.

## King County Bridge Purposes

**Located approximately 350' south of the centerline of S. Royal Brougham Way.**

NOTE: This easement crosses three land ownerships.

One – the WSDOT E-3 R/W.

Two – the WSDOT SR519 R/W (.

Three – tax parcel 766620-4738, currently owned by King County, to be acquired in fee by Sound Transit. This easement will be reserved by King County upon transfer of fee to Sound Transit.

### GRANTORS:

WSDOT/KING COUNTY (E-3)

WSDOT (SR519)

& Sound Transit (presently King County) Sound Transit R/W No.: 700-BW023 Tax ID. 766620-4738

**GRANTEE: King County**

### WSDOT/ KING COUNTY E-3 GRANTOR'S ENTIRE PARCEL:

ALL OF THE E-3 RIGHT-OF-WAY IN SECTIONS 5, 8 AND 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SHOWN HACHURED ON EXHIBIT "A" OF THAT QUIT CLAIM DEED FROM THE STATE OF WASHINGTON TO KING COUNTY RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9512110452. THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEETS 2, 3, 4 AND 5 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985.

EXCEPT ANY PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS AS SHOWN ON SHEET 3 OF THAT CERTAIN PLAN ENTITLED 'SR519, EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

### WSDOT SR519 GRANTOR'S ENTIRE PARCEL(S):

ALL THOSE AREAS OF RIGHT-OF-WAY (BEING RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS) AS SHOWN ON SHEET 3 OF 4 OF THAT CERTAIN PLAN ENTITLED "SR519 MP 0.00 TO MP 0.24 EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

### SOUND TRANSIT GRANTOR'S ENTIRE PARCEL 7666204738:

(COPIED FROM FIRST AMERICAN TITLE CO. REPORT 403320, DATED 3-15-2000.)

LOT 13 AND THE SOUTH 20 FEET OF LOT 14 IN BLOCK 281 OF SEATTLE TIDE LANDS, ACCORDING TO THE MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON; EXCEPT THE EAST 210 FEET;

TOGETHER WITH THE NORTH 40 FEET OF LOT 14, ALL OF LOTS 15 THROUGH 20 IN BLOCK 281, IN SEATTLE TIDE LANDS;

EXCEPT THE EAST 209 FEET;

AND EXCEPT THAT PORTION OF PARCEL Q DEEDED TO THE STATE OF WASHINGTON UNDER RECORDING NOS. 8610020077, 8805030703, AND 9209231310.

## KING COUNTY BRIDGE PURPOSES DESCRIPTION

THE WEST 116 FEET OF THE EAST 325 FEET OF LOTS 17 AND 18 IN BLOCK 281 OF SEATTLE TIDE LANDS ACCORDING TO THE MAP ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS, IN OLYMPIA, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3 83+03.0 ON THE E-3 LINE SURVEY OF "SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985, AND 97.5 FEET EASTERLY THEREFROM;

THENCE SOUTHERLY TO A POINT OPPOSITE HES E-3 81+86.3 ON SAID LINE SURVEY AND 109.8 FEET EASTERLY THEREFROM;

THENCE WESTERLY TO A POINT OPPOSITE HES E-3 81+75.7 ON SAID LINE SURVEY AND 5.7 FEET WESTERLY THEREFROM;

THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 82+95.5 ON SAID LINE SURVEY AND 18.2 FEET WESTERLY THEREFROM;

THENCE EASTERLY TO THE POINT OF BEGINNING.

NOTE: THAT PORTION OF THE ABOVE DESCRIBED EASEMENT LYING WITHING THE SR519 R/W IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF AN AREA OF R/W FOR PIER FOOTING, AS SHOWN ON SHEET 3 OF 4 OF "SR519 MP 0.00 TO MP 0.24 EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION", AT A POINT OPPOSITE HES EB90 22+15.79 ON THE EB90 LINE SURVEY AND 38.02 FEET EASTERLY THEREFROM;

THENCE SOUTHWESTERLY ALONG THE EAST LINE OF SAID FOOTING AREA TO THE SOUTHEAST CORNER THEREOF AT A POINT OPPOSITE HES EB90 21+99.72 ON SAID LINE SURVEY AND 38.02 FEET EASTERLY THEREFROM;

THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID FOOTING AREA TO A POINT OPPOSITE HES EB90 22+00.23 ON SAID LINE SURVEY AND 20.57 FEET EASTERLY THEREFROM;

THENCE NORTHEASTER TO THE NORTH LINE OF SAID FOOTING AREA TO A POINT OPPOSITE HES EB90 22+15.19 ON SAID LINE SURVEY AND 17.21 FEET EASTERLY THEREFROM;

THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING.

CONTAINING 9,932 SQUARE FEET ON THE E-3 R/W.

CONTAINING 268 SQUARE FEET ON THE SR519 R/W FOR FOOTING.

CONTAINING 3,720 SQUARE FEET ON TAX PARCEL 7666204738.

# King County Parking Area

REVISED June 12, 2002

## Area for king county parking on west side of E-3 between the south line of Royal Brougham and the north line of Massachusetts.

Note: this area occupies portions of both the E-3 R/W and the SR519 R/W.

**GRANTOR:** WSDOT/King County (E-3) & WSDOT (SR519)

**GRANTEE:** King County

### GRANTOR'S ENTIRE E-3 PARCEL:

ALL OF THE E-3 RIGHT-OF-WAY IN SECTIONS 5, 8 AND 17, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., SHOWN HACHURED ON EXHIBIT "A" OF THAT QUIT CLAIM DEED FROM THE STATE OF WASHINGTON TO KING COUNTY RECORDED UNDER KING COUNTY AUDITOR'S FILE NUMBER 9512110452, THE SPECIFIC DETAILS CONCERNING ALL OF WHICH MAY BE FOUND ON SHEETS 2, 3, 4 AND 5 OF THAT CERTAIN PLAN ENTITLED 'SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985.

EXCEPT ANY PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS AS SHOWN ON SHEET 3 OF THAT CERTAIN PLAN ENTITLED 'SR519, EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION', NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

### GRANTOR'S ENTIRE SR519 PARCEL(S):

ALL THOSE AREAS OF RIGHT-OF-WAY (BEING RIGHT-OF-WAY FOR BRIDGE PIER FOOTINGS) AS SHOWN ON SHEET 3 OF 4 OF THAT CERTAIN PLAN ENTITLED "SR519 MP 0.00 TO MP 0.24 EASTBOUND: KINGDOME VICINITY AND SR 90 CONNECTION", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL SEPTEMBER 4, 1998.

### PARKING AREA DESCRIPTION:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE E-3 R/W AND THE NORTH LINE OF S. MASSACHUSETTS ST., BEING A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) E-3 71+15.9 ON THE E-3 LINE SURVEY OF "SR90 CONNECTICUT ST. INTERCHANGE: 4<sup>TH</sup> AVE. S. AND TRANSIT RAMPS", NOW OF RECORD AND ON FILE IN THE OFFICE OF THE SECRETARY OF TRANSPORTATION AT OLYMPIA, WASHINGTON, BEARING DATE OF APPROVAL AUGUST 23, 1985, AND 36.89 FEET WESTERLY THEREFROM;  
THENCE EASTERLY ALONG THE NORTH LINE OF S. MASSACHUSETTS ST. TO A POINT OPPOSITE HES E-3 71+15.9 ON SAID LINE SURVEY AND 29.1 FEET WESTERLY THEREFROM;  
THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 72+32.7 ON SAID LINE SURVEY AND 29.1 FEET WESTERLY THEREFROM;  
THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1120.85 FEET A DISTANCE OF 157.5 FEET TO A POINT OPPOSITE HES E-3 73+89.7 ON SAID LINE SURVEY AND 18.1 FEET WESTERLY THEREFROM;  
THENCE NORTHEASTERLY TO A POINT OPPOSITE HES E-3 74+92.7 ON SAID LINE SURVEY AND 3.5 FEET WESTERLY THEREFROM;  
THENCE NORTHERLY ON A CURVE TO THE LEFT HAVING A RADIUS OF 1003.60 FEET A DISTANCE OF 141.0 FEET TO A POINT OPPOSITE HES E-3 76+33.3 ON SAID LINE SURVEY AND 6.4 FEET EASTERLY THEREFROM;  
THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 79+50.2 ON SAID LINE SURVEY AND 6.4 FEET EASTERLY THEREFROM;  
THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 80+07.7 ON SAID LINE SURVEY AND 6.8 FEET EASTERLY THEREFROM, BEING A POINT ON THE WEST FACE OF A BRIDGE SUPPORT COLUMN;  
THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 81+32.8 ON SAID LINE SURVEY AND 5.7 FEET EASTERLY THEREFROM, BEING A POINT ON THE WEST FACE OF A BRIDGE SUPPORT COLUMN;

THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 82+82.1 ON SAID LINE SURVEY AND 8.6 FEET WESTERLY THEREFROM, BEING A POINT ON THE WEST FACE OF A BRIDGE SUPPORT COLUMN;  
THENCE NORTHERLY TO A POINT OPPOSITE HES E-3 82+97.0 ON SAID LINE SURVEY AND 9.8 FEET WESTERLY THEREFROM;  
THENCE NORTHWESTERLY TO A POINT OPPOSITE HES E-3 83+63.0 ON SAID LINE SURVEY AND 37.6 FEET WESTERLY THEREFROM;  
THENCE NORTHERLY TO THE SOUTH LINE OF S.R.90 (ROYAL BROUGHAM WAY) AT A POINT OPPOSITE HES E-3 84+36.95 ON SAID LINE SURVEY AND 44.8 FEET WESTERLY THEREFROM;  
THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EXISTING E-3 R/W CORNER AT A POINT OPPOSITE HES E-3 84+36.69 ON SAID LINE SURVEY AND 56.48 FEET WESTERLY THEREFROM;  
THENCE SOUTHERLY ALONG THE WEST LINE OF THE E-3 A DISTANCE OF 1320.4 FEET TO THE POINT OF BEGINNING.

CONTAINING 43,060 SQUARE FEET, OR 0.989 ACRES MORE OR LESS.

**Exhibit B**

**2002 242**

**North Segment Busway Improvements**

**05-21-02**

## **Exhibit B**

### North Segment Busway Improvements

Completion of Busway improvements is defined to be completion of all work required to shift the E-3 Busway alignment from approximately Sta. SB 1110+70 (approximately 250 feet north of Royal Brougham Way centerline) (Sound Transit trackway stationing), to Sta. SB 123+40 (approximately 240 feet north of S. Massachusetts St. centerline). This work is defined to be work affecting the busway including installation of western trackway ballast wall, drainage conveyance and structures, water main modifications, final placement of new concrete barrier, installation of new busway paving, curb and gutter along the busway, intersection signals, busway lighting, new bus platforms and shelter footings, and final busway striping.



**Exhibit C**

**King County Garage**

**05-21-02**

## Exhibit C

### King County Garage

To meet the growing demand for more bus service, King County Metro Transit is proposing to add about 450 new buses to its fleet by 2020. Part of the expansion project is to construct a parking garage, bounded by E-3 Busway, 6<sup>th</sup> Ave., Royal Brougham Way and S. Atlantic Street, to free up over 5 acrs of existing base property for bus capacity. Construction of the parking garage would begin in 2003; and is expected to be completed by June of 2004..

# **Exhibit D**

## **South Segment Busway Improvements**

**05-21-02**

## Exhibit D

### South Segment Busway Improvements

Completion of Busway improvements is defined to be completion of all work required for a westerly shift of the E-3 Busway alignment from approximately Sta. SB 123+40 (Sound Transit trackway stationing) (approximately 240 feet north of S. Massachusetts St. centerline), to 300 feet south of Sta. SB 162+00 (south of S. Forest St.), measured along the busway. This work is defined to be work affecting the busway including installation of new Seattle City Light transmission poles, western trackway ballast wall, drainage conveyance and structures, water main modifications, final placement of new concrete barrier, installation of new busway paving, curb and gutter along the busway, intersection signals, busway lighting, new bus platforms and shelter footings, and final busway striping.

**Exhibit E**

**King County 30-foot Strip Real Estate Purchase and  
Sale Agreement**

**05-21-02**

**EXHIBIT E**  
**KING COUNTY 30-FOOT STRIP**  
**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**This Real Estate Purchase and Sale Agreement** ("Agreement") is made and entered into as of \_\_\_\_\_, 2002, by and between **KING COUNTY**, a municipal corporation and political subdivision of the State of Washington (the "Seller") and **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a municipal corporation of the State of Washington (the "Buyer").

**RECITALS**

**A.** Seller owns that certain real property located in Seattle, County of King, State of Washington, which consists of \_\_\_\_ acres, commonly identified as the "30-foot Strip", the legal description of which is attached hereto as **Exhibit E-1** (the "Property").

**B.** Seller wants to sell the Property and Buyer wants to purchase the Property.

**C.** Buyer's acquisition of the Property will eliminate 220 planned parking spaces associated with Seller's planned Ryerson Bus Base Expansion to be located on the Property and other adjacent property of Seller.

**D.** Buyer's *Central Link Light Rail Transit Project Final Environmental Impact Statement, November 1999*, states that Buyer will work with Seller to mitigate for the loss of Seller's parking at Ryerson Base, that will result from Buyer's purchase of the Property, including the accommodation of replacement parking in a new structured parking facility.

**E.** Buyer and Seller agree the purchase price of the Property (and the remainder of the Purchased Assets, as hereinafter defined) is equivalent to Seller's necessary cost to provide replacement parking of similar utility, and that the calculation of this "functional replacement" cost is based on the replacement costs for 100 parking stalls within a structured parking facility, scheduled to be completed by Seller in 2004.

**F.** Buyer, Seller and the State of Washington have heretofore entered into that certain E-3 Busway Redevelopment Umbrella Agreement that contemplates the sale of the Property to Buyer and also contemplates the conveyance of certain easements

## AGREEMENT

Now, **Therefore**, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

**1.1 Property to Be Sold.** Subject to and upon the terms and conditions set forth in this Agreement, and subject to King County's permanent exclusive right to purchase all or any portion of such real property prior to its being offered for sale to any other entity, public or private, at fair market value determined by appraisal immediately preceding the date of sale, Seller shall sell, convey and warrant, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy, assume and accept from Seller on the Closing Date the following assets and properties:

- (a) all the Seller's right, title and interest in the Property, as described in **Exhibit E-1**; subject to Seller's retention of an easement across the Property for a pedestrian overpass as described in **Exhibit E-2**;
- (b) all of Seller's right, title and interest in improvements and structures located on the Property, if any;
- (c) all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Property ("Personal Property"); and
- (d) all of Seller's tenements, hereditaments, easements and rights appurtenant to the Property including but not limited to, all of the Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Property, easements for public utilities, all sewers and service drainage easements, all rights of connection to the sewers, and all rights of ingress and egress, and all leases, licenses, government approvals and permits affecting the Property.
- (e) Temporary Construction Rights (the right to construct improvements upon the Temporary Construction Area), substantially in the form attached hereto as **Exhibit E-3**.
- (f) Storm Water Rights (the right to construct, maintain, improve and operate storm water facilities within the Storm Water Area) substantially in the form attached hereto as **Exhibit E-4**
- (g) Signal Communications Access Rights (the right to access signal communication facilities through the Signal Communication Area), substantially in the form attached hereto as **Exhibit E-5**

(h) Footings Rights (the right to construct, maintain and improve certain wall footings within the Footings Area) substantially in the form attached hereto as **Exhibit E-6**

(i) Pedestrian Access to E-3 Rights (the permanent right, at the Lander St. station, for pedestrians to pass between the Light Rail platform located in the "South Segment of the E-3 Light Rail Transitway" and the King County bus platform located in the "E-3 Busway Area") substantially in the form attached hereto as **Exhibit E-6.1**

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

## **ARTICLE 2. PURCHASE PRICE**

**2.1 Purchase Price and Payment.** In consideration of the sale, transfer, conveyance, assignment and delivery of the Purchased Assets, Buyer shall, in full payment therefore, pay to Seller on the Closing Date a total purchase price of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000).

**2.2. Allocation of Purchase Price.** Seller and Buyer agree that the entire Purchase Price is allocable to real property and that the value of the Personal Property, if any, is *de minimus*.

## **ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**3.1 Warranties and Representations of Seller.** Seller represents and warrants as follows:

**3.1.1 Definition of Seller.** The Seller is a municipal corporation and subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington. Seller has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**3.1.2 Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a municipal corporation, (ii) has been or will be on or before the closing date, duly authorized by all necessary action of the Seller's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Seller is a party or which is presently in effect and applicable to Seller. This agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms thereof.

**3.1.3 Litigation.** There is no pending or, to the best of Seller's knowledge, threatened lawsuit or material claim against or relating to Seller with respect to the Property that might impede or materially affect Seller's ability to perform the terms of this Agreement. There



is no pending or, to the best of Seller's knowledge, contemplated condemnation or similar proceeding with respect to the Property or any part thereof.

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

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

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

**3.1.7 Contracts.** There are no contracts or other obligations outstanding for the sale, exchange, transfer, lease, rental or use of the Property or any portion thereof, nor do there exist any rights of first refusal or options to purchase the Property except as disclosed in the Commitment. Seller has not sold, transferred, conveyed or restricted any development rights relating to the Property.

**3.1.8 Future Agreements.** From and after the date hereof unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

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

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

**3.1.9 Maintenance of the Property.** Seller shall continue to maintain the Property in compliance with all applicable laws and pay all costs of the Property with respect to the period prior to Closing.

**3.1.10 Condition of the Property.** To the best of Seller's knowledge, the Property is in good condition and has no material, latent or apparent defect except as has been expressly disclosed in writing to Buyer. Seller has not intentionally or negligently withheld any material information concerning the condition of the property including without limitation environmental matters with respect to the Property.

### **3.1.11 Environmental Compliance.**

**3.1.11.1 Definitions.** The term "Environmental Liability" means any claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage (excluding consequential damage), injury, judgment, penalty or fine, cost of Enforcement or cost of Remedial Action, or any other cost or expense whatsoever, including reasonable consultants', experts' and attorneys' fees and disbursements, resulting from the violation or alleged violation of any Environmental Law or from any Enforcement or Remedial Action. The term "Environmental Law" means any federal, state or local laws, ordinances, codes, regulations, rules, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any environmental matters, including, but not limited to, matters related to air pollution, water pollution, noise control, Hazardous Material, soil condition or industrial hygiene. The term "Enforcement or Remedial Action" means any step taken by any person, agency or entity to enforce compliance with or to collect or impose penalties, fines or other sanctions provided by any Environmental Law. The term "Hazardous Material" means any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant, as classified, defined in or regulated now or in the future by any federal, state or local law, regulation, ordinance or order or common law decision, including, without limitation, petroleum products or by-products, polychlorinated biphenyls (PCBs), asbestos and urea formaldehyde. The term "Release" means releasing, spilling, leaking, pumping, pouring, flooding, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

**3.1.11.2 Hazardous Materials.** In addition to and without limiting the other representations in this Agreement, Seller represents and warrants that Seller has not used, generated, manufactured, refined, transported, treated, stored, handled, disposed of, transferred, produced, processed or released on, under, above or about the Property (or off-site of the Property in a manner that might affect the Property), any Hazardous Material or solid waste or allowed any other person or entity to do so, except in strict compliance with Environmental Laws. Except to the extent previously disclosed to Buyer in writing, to the best of Seller's knowledge, no Hazardous Material has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property by any entity, firm or person, or from any source whatsoever.

**3.1.11.3 Pre-closing Covenant.** Seller will not use, generate, manufacture, transport, treat, refine, store, handle, dispose, transfer, produce, process or release on, under, above or about the Property (or off-site of the Property that might affect the Property), any Hazardous Material or solid waste or authorize any other person or entity to do so, prior to the closing, except in strict compliance with Environmental Laws.

**3.1.11.4 Environmental Indemnity.** In addition to and without limiting the other indemnities in this Agreement or other remedies available to Buyer at law, Seller shall protect, indemnify, defend and hold harmless Buyer and its board members, directors, officers, contractors, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including without limitation consultants', experts and attorneys' fees and costs) directly or indirectly arising out of or attributable to any Environmental Liability to the

extent caused by or contributed to by Seller's breach of the representations, warranties, covenants or agreements contained in this Section 3.1.11. The foregoing indemnity shall include, without limitation, the costs of any required or necessary repairs, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans, but shall exclude any consequential damages.

**3.1.11.5 Leases.** The Property is not subject to any leases, tenancies or rights of persons in possession

**3.1.11.6 Legal Compliance.** Seller has received no written notice and has no actual knowledge of any violation or alleged violation of any legal requirement affecting the Property, including any violation or alleged violation of any local, state or federal environmental, zoning, handicap or fire law, ordinance, code, regulation, rule or order, and including variances or special permits affecting the Property.

**3.1.11.7 Governmental Actions.** Seller has not received written notice of any threatened or pending condemnation or eminent domain proceeding, special assessment, rezoning or moratorium affecting the Property, and to the best of Seller's knowledge no such action is presently contemplated by any local or municipal authority having jurisdiction over the Property.

**3.1.11.8 Labor, Materials; Employees.** All persons and entities supplying labor, materials and equipment to or for the Property by or through Seller have been paid in full. As of Closing, all employees of Seller relating to the Property shall have been terminated or reassigned, and no employees shall have any claims against the Property with respect to wages or employee benefits of any type.

**3.1.11.9 Not in Flood Plain or Set Aside.** To the best of Seller's knowledge, the Property is not located in an area identified by the Secretary of Housing and Urban Development or other governmental agency as an area having special flood hazards, and no separate areas within the Property are required to be set aside for water retention, "green belt," open space or drainage.

**3.1.11.10 No Adverse Claimants.** To the best of Seller's knowledge, there are no claims, defects or boundary disputes affecting the Property. Seller has good and marketable title to the Property.

**3.1.11.11 Non-Foreign Person.** Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

**3.1.11.12 Complete Copies.** To the best of Seller's knowledge, all of the documentation relating to the Property that has been or will be delivered by Seller to Buyer as required hereunder, including the Leases and Contracts, are true and correct copies of originals of such documentation in Seller's possession. Seller shall deliver to Buyer at Closing the originals of the Leases and all Contracts being assigned.

**3.1.11.13 Assistance with Due Diligence.** Seller shall fully and promptly cooperate with Buyer's due diligence activities; provided that such cooperation is at no substantial additional expense or liability to Seller. Seller shall promptly deliver to Buyer all documents and materials concerning the Property which Buyer may request during the Due Diligence Period (as defined in Section 5.2) that are in Seller's possession or control.

**3.1.12 Risk of Loss.** Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include without limitation any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

**3.1.13 Foreign Person.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986, as amended and shall deliver to Purchaser prior to the Closing an affidavit, as set forth in **Exhibit E-7**, evidencing such fact, and such other documents as may be required under the Code.

**3.2 Representations and Warranties of Buyer.** Buyer represents and warrants as follows:

**3.2.1 Organization.** Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington. Buyer has all requisite corporate power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.

**3.2.2 Execution, Delivery and Performance of Agreement, Authority.** The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a municipal corporation, (ii) has been or will be on or before the closing date, duly authorized by all necessary action of the Buyer's legislative authority, and (iii) does not and will not violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which the Buyer is a party or which is presently in effect and applicable to Buyer. This agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

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

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

**3.2.5 Condition of Property.** Buyer acknowledges that, within the Due Diligence Period, it will have conducted a physical inspection and made all investigations Buyer deems necessary in connection with its purchase of the Purchased Assets, and that, as of the date hereof, Seller has provided Buyer with copies of all reports in Seller's possession that have been

requested by Buyer. Upon waiver or satisfaction by Buyer of its contingencies pursuant to Article 5, Buyer will be deemed to have approved the physical condition of the Property and agrees to accept and purchase the same "AS IS, WHERE IS", including, without limitation, the existence or non-existence of any pollutants, contaminants, hazardous waste, dangerous waste, toxic waste, underground storage tanks or contaminated soil, or the actual or threatened release, deposit seepage, migration or escape of such substances at, from or into the Property and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, environmental laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, and to the extent of any fraud or deliberate misrepresentation by Seller, Seller shall have no liability for, and that Buyer shall have no recourse against the Seller for, any defect or deficiency of any kind whatsoever in the Property, without regard to whether such defect or deficiency was discovered or discoverable by the Buyer or Seller.

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

#### **ARTICLE 4. TITLE MATTERS**

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

**4.1.1. Title Commitment.** Buyer shall obtain a current ALTA (Form 1970B, as amended in 1984) form of commitment for an owner's extended policy of title insurance (the "Title Commitment") issued by First American Title Insurance Company, Inc. (the "Title Company"), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. At such time as the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

**4.1.2. Survey.** Seller shall provide to Buyer any copies of surveys of the Property in its possession. Prior to the expiration of the Due Diligence Period (as defined in Section 5.2), Buyer shall have the option, at its expense, to have prepared and furnished to the Title Company and Buyer a survey (the "Survey") of the Property prepared by a licensed public surveyor. The Survey shall be certified to Buyer and the Title Company, shall be satisfactory to the Title Company so as to permit it to issue an owner's extended coverage title policy, identify the Property by legal description and shall set forth the number of square feet contained within the Property, show all natural monuments, existing fences, drainage ditches and/or courses, flood plain limits, any building or other site improvements and/or objects, any rights-of-way for streets, existing driveways, alleys or highways, easements and other restriction lines existing and/or proposed which shall affect any portion of the Property, and such other items as required by Buyer.

**4.1.3. Review of Title Commitment and Survey.** Buyer shall have until thirty (30) days after receipt of the last of the Title Commitment and the Survey (the "Review Period") in which to notify Seller of any objections Buyer has to any matters shown or referred to in the Title Commitment or Survey and of any title insurance endorsements required by Buyer. Any exceptions or other items that are set forth in the Title Commitment or the Survey and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within ten (10) days after Seller receives Buyer's notice of objections of any exceptions to title or items on the survey which Seller is not able to remove or otherwise resolve and any endorsements that Seller is not able to provide following Buyer's request within the Review Period, and Buyer may, at Buyer's option, either waive the objections not cured or Buyer may terminate this Agreement by notice to Seller. Notwithstanding the foregoing, all monetary liens or encumbrances shall be paid by Seller at Closing

**4.2. Owner's Title Insurance Policy.** At the closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the purchase price, effective as of the closing date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the usual printed exceptions contained in such title insurance policy, to the matters approved by Buyer as provided herein, and to any other matters approved in writing by Buyer. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this section. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

**4.3 Conveyance.** Seller shall convey to Buyer the title to the Property by bargain and sale deed in the form attached hereto as **Exhibit E-8**, subject only to the Permitted Exceptions. Rights reserved in federal patents or state deeds, building or use restrictions general to the district, and building or zoning regulations or provisions shall be deemed Permitted Exceptions.

## **ARTICLE 5. CONTINGENCIES**

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

**5.2. Inspections and Feasibility.** The condition of the Property for Buyer's contemplated use and the feasibility of such use shall meet the approval of Buyer, in Buyer's sole discretion. The Due Diligence Period for this contingency shall be sixty (60) days following the date of mutual execution of this Agreement. During the Due Diligence Period, Buyer, its designated representatives or agents shall have the right at Buyer's expense to (i) perform any and all

tests, inspections, studies, surveys or appraisals of the Property deemed necessary on any subject by Buyer (subject to the limitations set forth below); (ii) obtain a Phase I or Phase II Environmental Assessment on the Property; (iii) examine all due diligence materials that Buyer may request from Seller; (iv) determine to its satisfaction whether approvals, permits and variances for the Project can be obtained under applicable land use and zoning codes for Buyer's proposed development of the Project on the Property; (v) and determine whether Buyer's proposed development of the Project is economically feasible.

5.3. [Reserved]

5.4. **Right of Entry.** Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct the tests, investigations and studies set forth in this Article 5 upon one (1) day advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's operations and activities on the Property. Invasive tests of the Property, such as drilling or excavation shall be subject to Seller's prior written approval.

#### **ARTICLE 6. COVENANTS OF SELLER PENDING CLOSING**

6.1. **Conduct, Notice of Change.** Seller covenants that between the date hereof and the Closing, Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing Date.

#### **ARTICLE 7. COVENANTS OF BUYER PENDING CLOSING**

7.1. **Conduct, Notice of Change.** Buyer covenants that between the date hereof and the Closing, Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing Date (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing Date.

#### **ARTICLE 8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS**

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

**8.1. Delivery of documents.** Seller shall have delivered to Buyer at or prior to closing all documents required by the terms of this agreement to be delivered to Buyer.

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

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

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

**8.5. Approval of Counsel.** Seller's counsel shall have approved this document as to form as evidenced by such counsel's signature on this Agreement.

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

#### **ARTICLE 9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS**

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

**9.2. Representations, Warranties and Covenants.** All representations, warranties and covenants of Buyer contained herein or in any document delivered pursuant hereto shall be true and correct in all material respects when made and as of the Closing Date.

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

**9.4. Approval of Counsel.** Buyer's counsel shall have approved this document as to form as evidenced by such counsel's signature on this Agreement.



**9.5. Delivery of Documents.** Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

## **ARTICLE 10. CLOSING**

**10.1. Closing/closing Date.** The Closing shall take place in two phases. The first Closing shall occur on or before September 1, 2002 (or such earlier date as may be mutually agreed upon by the parties, unless extended pursuant to a written agreement executed by Buyer and Seller), and shall involve the conveyance of those portions of the Purchased Assets listed in Section 1.1(e) – (f) hereof. The second Closing shall occur within 21 days following completion of the King County Garage or when alternative replacement parking is provided at Sound Transit's expense for such employees at a location approved by the chief executive officers of King County and Sound Transit as provided in the Umbrella Agreement and shall involve the conveyance of those portions of the Purchased Assets listed in Section 1.1(a) – (d) hereof. Upon execution of this Agreement, the parties agree to set up an escrow account with First American Title Insurance Company, Inc. (the "Escrow Agent"). The Escrow Agent shall serve as closing agent for the transaction contemplated herein and closing shall occur in the offices of Escrow Agent in Seattle, Washington. The title, right of possession and interest to the respective Purchased Assets shall pass to Buyer upon the respective Closing Dates and thereafter the risk of loss thereof shall be the responsibility of Buyer.

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

**10.2.1. Closing Costs.** Seller shall pay the cost of one-half (1/2) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (1/2) of the escrow fee charged by the Escrow Agent, the cost of the preliminary and binding title commitments from the Title Company, the recording fees for the deed and its own attorneys' fees. Except as otherwise expressly provided in this Agreement, all other expenses hereunder shall be paid by the party incurring such expenses.

**10.3. Monetary Liens.** Except as otherwise expressly provided to the contrary in this Agreement, Seller shall pay or cause to be satisfied at or before Closing all monetary liens on or with respect to all or any portion of the Property. If Seller fails to satisfy said liens, the Purchase Price shall be reduced by the amounts due to satisfy and discharge the liens.

**10.4. Seller's Delivery of Documents at Closing.** At the first Closing, Seller will deliver to Buyer the following properly executed documents:

- a. A Bargain and Sale Deed conveying the Property in the form of **E-8** attached hereto;
- b. A Bill of Sale and Assignment duly executed by the Seller in the form of **Exhibit E-9**, attached hereto for the Personal Property, if any;

- c. Seller's Certificate of Non-Foreign status substantially in the form of **Exhibit E-7**, attached hereto;
- d. Fully executed instruments conveying the Temporary Construction Rights; the Storm Water Rights; the Signal Communications Access Rights; and the Footings Rights as provided herein; and
- e. A date-down certificate, executed and acknowledged by Seller, reaffirming Seller's representations and warranties under Section 3.1 as of first Closing Date.

At the second Closing, Seller will deliver to Buyer the following properly executed documents:

- a. A date-down certificate, executed and acknowledged by Seller, reaffirming Seller's representations and warranties under Section 3.1 as of second Closing Date.

**10.5. Buyer's Delivery of Documents and Purchase Price at Closing.**

At the first Closing, Buyer will deliver to Buyer the following properly executed documents:

- a. A date-down certificate, executed and acknowledged by Buyer, reaffirming Buyer's representations and warranties under Section 3.2 as of the first Closing Date.

At the second Closing, Buyer will deliver to Seller the following properly executed documents:

- a. Cash or immediately available funds in the amount of the Purchase Price.
- b. A date-down certificate, executed and acknowledged by Buyer, reaffirming Buyer's representations and warranties under Section 3.2 as of the second Closing Date.

**ARTICLE 11.  
TERMINATION**

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

**ARTICLE 12.  
MISCELLANEOUS PROVISIONS**

**12.1. Nature and Survival of Representations and Warranties.** Each statement, representation, warranty, indemnity, covenant, and agreement made by Seller and Buyer in this Agreement or in any document, certificate or other instrument delivered by or on behalf of Seller

or Buyer pursuant to this Agreement or in connection herewith shall be deemed the representation, warranty, indemnity, covenant and agreement of Seller and Buyer and shall survive the Closing Date unless a different time period is expressly provided for in this Agreement and all such statements are made only to and for the benefit of the parties hereto, and shall not create any rights in other persons.

**12.2. Default and Attorneys' Fees.** In the event of default by either party to this Agreement, the non-defaulting party shall have the right to bring an action for specific performance, damages and any other remedies available to such party at law or in equity. In the event of any litigation hereunder, the Superior Court of King County, Washington shall have the exclusive jurisdiction and venue.

**12.3. Time Is of the Essence.** Time is of the essence in the performance of this Agreement.

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

**If to Buyer:** Sound Transit  
401 S. Jackson St.  
Seattle, WA 98104

*With a copy to:* Legal Department  
Sound Transit  
401 S. Jackson St.  
Seattle, WA 98104

**If to Seller:** King County Department of Construction and Facilities  
Management  
500 Fourth Avenue  
Seattle, Washington 98104

*With a copy to:* King County Prosecuting Attorney Office  
500 Fourth Avenue  
Seattle, Washington 98104

**12.5. Entire Agreement And Amendment.** This writing (including the Exhibits attached hereto) and the Umbrella Agreement by and among Buyer, Seller and the State of Washington dated \_\_\_\_\_, 2002, and the agreements contemplated therein, constitute the entire agreement of the parties with respect to the subject matter hereof and this Agreement may

not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all parties hereto.

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

**12.7. Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

**12.8. Binding Effect.** Subject to Section 12.14 below, this Agreement shall be binding upon and inure to the benefit of each party hereto, its successors and assigns.

**12.9. Legal Relationship.** The parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

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

**12.11. Cooperation.** Prior to and after Closing the parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

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

**12.13. Non-merger.** The terms and provisions of this Agreement will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

**12.14. Assignment.** Neither party shall assign this Agreement or any rights hereunder without the other party's prior written consent, which shall not be unreasonably withheld.

**12.15. Negotiation and Construction.** This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party. All parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement, although each party must determine if they wish to obtain and pay for such legal review. Each party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of the terms found in this Agreement.

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

Exhibit E-1	Legal Description
Exhibit E-2	Pedestrian Overpass Easement
Exhibit E-3	Temporary Construction Rights
Exhibit E-4	Storm Water Rights
Exhibit E-5	Signal Communication Access Rights
Exhibit E-6	Footings Rights
Exhibit E-7	Certificate of Non-Foreign Status
Exhibit E-8	Bargain and Sale Deed
Exhibit E-9	Bill of Sale and Assignment

Executed as of the date and year first above written:

**SELLER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By \_\_\_\_\_  
Deputy Prosecuting Attorney

**BUYER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, known to me to be the Buyer that executed the foregoing instrument, and acknowledged such instrument to be \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ was duly authorized to execute such instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_

**EXHIBIT E-1**

**Legal Description**

**Exhibit E-2**

**Pedestrian Overpass Easement**



**Exhibit E-3**

**Temporary Construction Rights**

**Exhibit E-4**

**Storm Water Rights**

**Exhibit E-5**

**Signal Communications Access Rights**

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**Exhibit E-6**

**Footing Rights**

**EXHIBIT E-7**

**Certificate of Non-Foreign Status**

**EXHIBIT E-8**

**Bargain and Sale Deed**

**EXHIBIT E-9**

**Bill of Sale and Assignment**

**BILL OF SALE AND ASSIGNMENT**

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THIS BILL OF SALE is made as of this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by KING COUNTY ("Seller"), in favor of \_\_\_\_\_, a political subdivision of the State of Washington ("Buyer"), with reference to the following facts.

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

Seller represents and warrants that it is the sole owner of, and has good title to, such personal property, and has full right and authority to transfer and deliver the same, and will defend the sale hereby against each and every person claiming otherwise.

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

SELLER:

By: \_\_\_\_\_

Its: \_\_\_\_\_

2002 242

**Exhibit F**

**Sound Transit/State Real Estate Purchase and Sale  
Agreement**

**05-21-02**



**EXHIBIT F**

**SOUND TRANSIT/STATE  
REAL PROPERTY  
PURCHASE AND SALE AGREEMENT  
(Rights and South Segment (Forest to Massachusetts) Fee)**

This REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between the Washington State Department of Transportation, an agency of the State of Washington ("Seller"), and the Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington doing business as Sound Transit ("Buyer"), with reference to the following facts:

A. Seller is the owner of certain real property located between S. Royal Brougham St., S. Spokane St., Fourth Ave. S and Sixth Ave. South in Seattle, King County, Washington commonly known as the E-3 Busway property, consisting of approximately 8.655 acres and more particularly described on Exhibit F-1 attached hereto and by this reference incorporated herein (the "State Property"). Seller is authorized to sell real property to Buyer pursuant to RCW 47.12.063.

B. Buyer is a regional transit authority of the State of Washington and is authorized by public vote and Chapter 81.112 RCW to provide a high capacity transportation system through the Puget Sound region which is integrated and coordinated with public transportation services currently provided by other public agencies. Such regional transit system will include surface, underground and overhead railways, tramways, buses, rights of way, entrained and linked buses, ferries or other means of local transportation systems, passenger terminal and parking facilities and properties. Buyer has or will be acquiring certain real property and real property interests as may be necessary or desirable in order to own, operate, maintain, repair, improve and develop an integrated and coordinated public transportation system throughout the Buyer's boundaries and provide pedestrian and vehicular access to and from such properties and facilities constituting the regional transit system and to and from existing public transportation services and facilities.

C. Buyer is authorized to purchase real property and real property interests under the provisions of RCW 81.112.080. By its Resolution No. 98-51, Buyer's Board of Directors authorized acquisition of the real property by negotiation. In order to carry out its statutory duties and obligations under Chapter 81.112 RCW, Buyer intends to acquire the Property for public purposes, i.e., for implementation of Sound Move and a portion of its Link Light Rail project (the "Project").

D. Buyer and Seller have heretofore entered into a Land Bank Agreement, dated July 14, 2000 that provides, among other things, that when Buyer acquires certain

property from Seller that Seller has determined to be surplus to its needs and that was not acquired initially by Seller with Advance Right of Way Revolving Funds, Seller shall, in lieu of a cash payment of the purchase price for such surplus property, take a debit against the Highway Purpose Improvements Account established by such Land Bank Agreement (the "HPI Account"). Pursuant to the Land Bank Agreement, Seller has determined that the Real Property hereinafter defined is surplus to its needs and was not initially acquired with Advance Right of Way Revolving Funds. In addition, Buyer and Seller have agreed, pursuant to the Land Bank Agreement, that the Purchase Price (as hereinafter defined) constitutes the fair market value of the Real Property. Finally, Seller has determined, pursuant to Section 4.4 of the Land Bank Agreement, that if the Purchase Price is applied as a debit against the HPI Account, such account will not have a running balance below zero.

E. Buyer, Seller and King County, Washington have heretofore entered into that certain E-3 Busway Redevelopment Umbrella Agreement, dated \_\_\_\_\_, 2002, that contemplates the sale of the Property to Buyer following Buyer's completion of the South Segment Busway Improvements (as such term is defined in such Umbrella Agreement) and the conveyance by King County to Seller of certain real property interests in the Property (the "Umbrella Agreement South Segment Conditions Precedent").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Property. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, and subject to Seller's permanent exclusive non-assignable right to purchase all or any portion of such real property prior to its being offered for sale to any other entity, public or private, at fair market value, determined by appraisal immediately preceding the date of sale, the payment of which shall be by adjustment to the Land Bank Account if appropriate, the following:

1.1 Land. That certain real property located in Seattle, King County, Washington, consisting of approximately 1.147 acres of land and more particularly described on Exhibit F-2 attached hereto (the "Land");

1.2 Appurtenances. All rights, privileges and easements appurtenant to the Land, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the Land, all development rights, air rights, water, water rights and water stock relating to the Land (all of which are collectively referred to as the "Appurtenances");

1.3 Improvements. All improvements and fixtures located on the Land, including, without limitation, fences, (all of which are hereinafter collectively referred to as the "Improvements");

1.4 Temporary Construction Right. A Temporary Construction Right upon that portion of the State Property lying north of the southern boundary of S. Massachusetts St. and upon the I-90 Segment of the E-3 Light Rail Transitway more fully described on Exhibit F-3 (the "Temporary Construction Right Area") substantially in the form attached hereto as Exhibit F-4.

1.5 Storm Water Right. A right for storm water drainage upon that portion of the State Property more fully described on Exhibit F-5 (the "Storm Water Right Area") substantially in the form attached hereto as Exhibit F-6.

1.6 Signal Communications Access Right. A right for signal communication equipment access upon that portion of the State Property more fully described on Exhibit F-7 (the "Signal Communications Access Right Area") substantially in the form attached hereto as Exhibit F-8.

1.7 Footings Right. A right for wall footings upon that portion of the State Property more fully described on Exhibit F-9 (the "Footings Right Area") substantially in the form attached hereto as Exhibit F-10.

1.8 Pedestrian Access to E-3 Rights. The permanent right, at the Lander St. station, for pedestrians to pass between the Light Rail platform located in the "South Segment of the E-3 Light Rail Transitway" and the King County bus platform located in the "E-3 Busway Area" more fully described on Exhibit F-10.1 ("Pedestrian Access Area") substantially in the form attached hereto as Exhibit F-10.2.

The items described in Paragraph 1.1 through 1.8 are herein referred to collectively as the "Real Property."

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Real Property (the "Purchase Price") shall be the fair market value of these property interests as determined by a real property appraisal. Buyer shall have performed on its behalf an appraisal of the Real Property completed by an independent, licensed fee appraiser, and Buyer shall submit the appraisal to Seller for its consideration. If Buyer and Seller cannot agree upon a value, the parties shall mutually select an independent fee appraiser to conduct an independent appraisal of the property. The value determined by the independent fee appraiser shall be binding on King County and the State. King County and the State agree to equally share the costs of said appraisal.

3. Payment of Purchase Price. Prior to the Closing Date, Buyer shall deposit with Escrow Agent a certificate acknowledging that upon conveyance of the Real Property as provided herein, Seller may take a debit against the HPI Account in the amount of the Purchase Price less any amounts to be credited against the Purchase Price pursuant to this Agreement. Within five (5) days following the execution and delivery of

this Agreement, Buyer will open escrow with a title insurance company in Washington (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement.

4. Closing Date. The closing (the "Closing") shall be held at the offices of the Escrow Agent, not later than thirty (30) days after the full satisfaction of the Umbrella Agreement South Segment Conditions Precedent and satisfaction of conditions precedent to Seller's and Buyer's obligations to close as set forth in this Agreement. "Closing" shall occur when the deed to Buyer is recorded and the Purchase Price is delivered to the Seller. In the event those conditions have not been satisfied prior to December 31, 2010 this agreement will terminate and neither party will have any further obligations to each other concerning this agreement.

5. Title and Survey Matters.

5.1 Title Binder. Buyer has obtained at Buyer's cost a commitment for an ALTA owner's standard coverage title insurance policy (form 1970B rev. 10-17-84) issued by First American Title Insurance Company (the "Title Company") describing the Real Property (order #515687-ST, dated December 4, 2000), showing all matters pertaining to the Real Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price. At the same time, the Title Company also has delivered to Buyer true, correct and legible copies of all documents (the "Title Documents") referred to in such title commitment as conditions or exceptions to title to the Real Property (such title insurance policy commitment and the Title Documents are collectively referred to herein as the "Title Binder").

5.2 Title Review. Buyer has reviewed said commitment and the Title Documents and hereby approves exceptions \_\_\_\_\_, and \_\_\_ and the easements contemplated in Paragraph \_\_\_ and Paragraph \_\_\_ in this Agreement, subject to the conditions contained in those Paragraphs, as Permitted Exceptions. Seller shall remove or provide for the removal of all other exceptions shown on said commitment. Any liens, leases, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way and other matters affecting title to the Real Property which are created and which may appear of record after the date of the Title Report but before the Closing Date (collectively the Intervening Liens) shall also be subject to Buyer's approval and Buyer shall have five business days after notice in writing of any Intervening Lien, together with a description thereof and a copy of the instrument creating or evidencing the Intervening Lien, if any, to submit written objections thereto or to give Seller notice of acceptance thereof in the manner set forth above.

5.3 Title Policy. Buyer may elect to purchase at Closing, an Owner's standard or extended coverage title insurance policy (ALTA Form 1970-B rev. 10-17-84) issued by the Title Company to be furnished to Buyer. The Title Policy shall be issued in the amount of the total Purchase Price and shall insure fee simple, indefeasible title to the Real Property in Buyer, subject only to the Permitted Exceptions. The Title Policy shall contain endorsements as Buyer may require.

5.4 Survey. Buyer may, at its expense, obtain a current ALTA/ASCM survey of the Real Property prepared by a licensed or registered surveyor which survey shall be satisfactory to Buyer and to the Title Company, prior to Closing.

6. Conditions to Buyer's Obligations.

6.1 Documents and Reports. Within five business (5) days after the execution and delivery of this Agreement, Seller shall deliver to Buyer copies of the documents and reports shown in Exhibit F-11, attached hereto, and by this reference incorporated herein.

6.2 Inspection of the Real Property. Buyer and its employees and agents shall have the right and permission from the date of this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Real Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters Buyer agrees to restore the Real Property to its condition prior to any studies or testing, including, but not limited to, replacing vegetation, and filling any boring holes, and indemnifies and holds Seller harmless from any claims or injuries as a result of actions taken by Buyer on or adjoining the Real Property. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

6.3 Approval of the Real Property. Buyer's obligation to purchase the Real Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, of all aspects of the Real Property, including, without limitation, the physical condition of the Real Property, and all of the information delivered by Seller pursuant to Paragraph 6.1 above or otherwise obtained by Buyer regarding the Real Property. If Buyer's conditions set forth in this Paragraph 6 are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right at any time before Closing to terminate this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice"). If a Termination Notice is given by the Buyer as provided herein, neither Buyer nor Seller shall have any further obligation or liability to the other under this Agreement.

6.4 Contingency Period Defined. As used herein, the term "Contingency Period" means the period ending at 5:00 p.m. on the fourteenth (14th) calendar day after the date as of which the parties execute this Agreement.

6.5 Additional Closing Conditions. Buyer's obligation to purchase the Real Property shall also be subject to the following conditions which must be satisfied as of Closing.

(i) All representations and warranties of Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(ii) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iii) At Closing, title to the Real Property shall be in the condition required by Paragraph 5 of this Agreement and Escrow Agent shall deliver the Title Insurance Policy to Buyer if requested by Buyer;

(iv) At Closing, the physical condition of the Real Property shall be the same as on the date hereof, ordinary wear and tear excepted;

If the conditions set forth in this Paragraph 6 are not satisfied as of Closing and Buyer does not waive same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further obligation or liability to the other under this Agreement.

7. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

7.1 Title. Seller is the sole owner of the Real Property. At Closing, Buyer will acquire the entire fee simple absolute title in and to the Real Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Real Property, subject only to the Permitted Exceptions and approved Intervening Liens as defined in paragraph 5.2 in this Agreement.

7.2 Compliance with Law. To the best of Seller's knowledge the Real Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Real Property (including those related to zoning, building, subdivision, and engineering). Seller has no knowledge of any facts that might give rise to any violation of the foregoing matters.

7.3 Taxes and Assessments. Other than amounts disclosed by the Title Commitment, to the best of Seller's knowledge, there are no general or special

assessments or charges that have been levied, assessed or imposed on or against the Real Property

7.4 **Underground Storage Tanks.** To the best of Seller's knowledge, there are no cisterns, wells, subterranean storage or underground storage tanks on the Real Property and to the best of Seller's knowledge underground storage tanks have not been removed from the Real Property.

7.5 **Assumption of Liabilities.** Buyer, by virtue of the purchase of the Real Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations so expressly assumed by Buyer or any liens or other obligations with respect to the Real Property which result from any action or activities by or on behalf of Buyer after the Closing Date, Seller, after the date of Closing, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of Seller's possession, ownership or use of the Real Property prior to the Closing Date, provided that this provision is subject to the limitations of RCW 4.24.115 to the extent applicable.

7.6 **Defaults.** Seller is not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Real Property.

7.7 **Litigation.** There is no litigation pending and served on Seller which challenges Seller's authority to execute deliver or perform this Agreement, and Seller has disclosed to Buyer any threatened litigation with respect to such matters of which the Washington Secretary of Transportation is actually aware or has been advised in writing by the State Attorney General. Seller will disclose in writing to Buyer any future pending or threatened litigation with respect to such matters when Seller obtains actual knowledge thereof.

7.8 **Violation of Real Property Restrictions.** To the best of Seller's knowledge, the Real Property and the current use, occupation and condition thereof do not violate any applicable deed restrictions or other covenants, restrictions or agreements (including, without limitation, any of the Permitted Exceptions), site plan approvals, zoning or urban redevelopment plans applicable to the Land, Improvements, or Real Property.

7.9 **Utilities.** Seller makes no representation regarding utilities or their availability to the Real Property.

7.10 **Public Improvements.** Seller has no actual knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Real Property or to restrict or change access from any such road to the Real Property.

7.11 Authority. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The consummation by Seller of the sale of the Real Property is not in violation of or in conflict with nor does it constitute a default under any term or provision of any agreement or instrument to which Seller is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

7.12 No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained herein or therein not misleading. The copies of any documents furnished to Buyer by Seller in connection with this transaction are true and complete copies of the documents they purport to be and to the best of Seller's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

8. Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Real Property or any part thereof immediately upon learning of the occurrence of such event.

9. Closing.

9.1 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to, the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) Quitclaim Deed. A Quitclaim Deed ("Deed") substantially in the form attached hereto as Exhibit F-12 and by this reference incorporated herein.

(ii) Rights. The Temporary Construction Right, the Storm Water Right, the Signal Communications Access Right and the Footings Right.

(iii) Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Real Property free of any exceptions, other than the Permitted Exceptions as defined in Paragraph 5.2 herein.



(iv) Authority. Such evidence as the Title Company shall require as to authority of Seller to convey the Real Property to Buyer.

(v) Surveys and Drawings. All surveys, site plans and plans and specifications relating to the Real Property as are in the possession or control of Seller.

9.2 Delivery by Buyer. Buyer shall deliver the Purchase Price to the Escrow in the form of cash, cashier's check or in other collected funds.

9.3 Payment of Costs. At Closing, Buyer shall pay the premium for the Owner's Title Policy to be issued by Title Company to Buyer, the fee to record the Deed fee for processing the Excise Tax Affidavit, and the escrow fee. Seller shall be responsible for payment of any monetary encumbrances to be paid off at Closing, if any. The parties believe that this transaction is exempt from real estate excise tax.

9.4 Real Property Taxes. Seller shall pay at or prior to Closing all real property taxes and personal property taxes due or to become due with respect to the Real Property for the period up to the Closing Date. Seller shall pay in full any assessments due or to become due with respect to the Real Property.

9.5 Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Real Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

9.6 Possession. The Escrow Agent shall record and deliver possession of the Rights at Closing. The Escrow Agent shall hold the quit claim deed in a true escrow until such time as Buyer has completed the South Segment Busway Improvements as defined in that certain E-3 Roadway Redevelopment Umbrella Agreement by and among Buyer, Seller and King County (a political subdivision of the State of Washington.) At such time as such South Segment Busway Improvements is completed, the Escrow Agent shall record the deed and the State shall deliver possession of the remainder of the Real Property to Buyer.

10. Environmental Compliance. In addition to and without limiting Paragraph 7, Seller warrants, represents, covenants and agrees:

10.1. Hazardous Substances. Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Real Property (or off-site of the Real Property that might affect the Real Property) or transported to or from the Real Property, any Hazardous Substance or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance

has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above the Real Property (or off-site of the Real Property that might affect the Real Property) or transported to or from the Real Property by any entity, firm or person, or from any source whatsoever.

10.2. Pre-closing Covenant. Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Real Property (or off-site of the Real Property that might affect the Real Property), or transport to or from the Real Property, any Hazardous Substance or authorize any other person or entity to do so, prior to the closing

10.3. Environmental Indemnity. Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this Section 10 including, without limitation, (a) all investigatory costs, and (b) the costs of any required or necessary repairs, cleanup, or remediation of the Real Property and the preparation and implementation of any closure, remedial or other required plans

10.4. Definitions. "Hazardous Substances" shall include all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., and the Washington Model Toxic Control Act, RCW 70.105D et seq., and shall include gasoline and other petroleum products.

## 11. Indemnification.

11.1 The Buyer, its successors and assigns, will protect, save, and hold harmless the Seller, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Buyer, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Real Property. The Buyer further agrees to defend the Seller, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Real Property. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Seller or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Seller, its agents or employees and (b) the Buyer, its agents, subtenants, invitees, licensees or employees, and involves those actions covered by RCW

4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Buyer or its agents, subtenants, invitees, licensees or employees.

The indemnification provisions contained in this section shall survive the termination of this Agreement.

Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Real Property or Seller by any actions taken by Buyer on or adjacent to the Real Property.

11.2 The Seller, its successors and assigns, will protect, save, and hold harmless the Buyer, its authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Seller, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Real Property. The Seller further agrees to defend the Buyer, its agents or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced, arising out of, or in connection with acts or activities related to this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off the Real Property. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Buyer or its authorized agents or employees; provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Buyer, its agents or employees and (b) the Seller, its agents, subtenants, invitees, licensees or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Seller or its agents, subtenants, invitees, licensees or employees.

The indemnification provisions contained in this section shall survive the termination of this Agreement.

12. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation conducted by an entity other than Buyer (collectively "Condemnation") respecting the Real Property or any portion thereof prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Real Property. If Buyer terminates this Agreement neither Buyer nor Seller shall have any further obligation or liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Real Property.

13. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Real Property on or after the date of this Agreement and prior to

the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Real Property. If Buyer terminates this Agreement neither Buyer nor Seller have any further obligation or liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount the property value is reduced by such fire, windstorm, or casualty. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Real Property.

14. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Washington State Department of Transportation  
Real Estate Services  
Assistant Director, Property Management  
PO Box 47338  
Olympia, WA 98504-7338

To Buyer: Sound Transit  
401 S. Jackson St.  
Seattle, WA 98104  
Attn: Larry Ellington

With a copy to: Legal Department  
Sound Transit  
401 S. Jackson St.  
Seattle, WA 98104

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

15. Miscellaneous.

15.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Washington.

15.2 Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

15.3 Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

15.4 Waivers. No waiver by any party of any right or remedy under this Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement. No waiver of any term, covenant or condition of this Agreement shall be valid unless in writing and signed by the obligee party.

15.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

15.6 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

15.7 Attorneys' Fees. Should either party bring suit to enforce this Agreement, the substantially prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

15.8 Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15.9 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or

unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.10 Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

15.11 Finders' or Brokers' Fees. Seller represents and warrants that it has not dealt with any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement and insofar as it knows, no broker or other person is entitled to any commission, charge or finder's fee in connection with the transactions contemplated by this Agreement.

15.12 Time. Time is of the essence of every provision of this Agreement.

15.13 Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance but excluding financial inability to perform, however caused.

**SELLER:** Washington State Dept. of Transportation

By \_\_\_\_\_  
Director, Real Estate Services

Approved as to Form for Washington State Department of Transportation

By \_\_\_\_\_  
Assistant Attorney General

**BUYER:** Central Puget Sound Regional Transit Authority, a Washington regional transit authority doing business as Sound Transit

By \_\_\_\_\_  
Its \_\_\_\_\_



COUNTY OF KING )

On this \_\_\_\_\_ day of May, 2002, before me, a Notary Public in and for the State of Washington, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that \_\_\_\_\_ was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of the STATE OF WASHINGTON to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_  
Print Name \_\_\_\_\_



**EXHIBIT K-11 -- Documents and Reports to be delivered by Seller**

- 1. Results of soil tests, engineering studies, and any other test results or reports**
- 2. Copies of all of leases or other occupancy agreements relating to the Real Property**
- 3. Copies of any studies, reports, and other materials regarding Hazardous Materials**
- 4. Any other information about the Real Property reasonably requested by Buyer if in the possession or control of Seller**

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**Exhibit G-1**

**SR 519 Phase I Improvements**

**05-21-02**

## **Exhibit G-1**

### SR-519 Phase I Improvements

Work on Phase 1 began in the spring of 2001 to build a new access between Occidental and I-90, following the current alignment of South Atlantic Street. It will separate truck, car and pedestrian traffic from the BNSF rail lines near Safeco Field, improving safety and allowing for the quicker freight movement. Phase 1 is expected to be completed by March of 2004.

**Exhibit G-2**

**2002 242**

**SR 519 Phase II Light Rail Transitway Work**

**05-21-02**

## **Exhibit G-2 SR-519 Phase 2 Light Rail Transitway Work**

### SR-519 Phase II

Phase II will provide access between I-90 and 1st Avenue South by building a grade-separated structure at Royal Brougham and closing the at-grade access. At the Light Rail Transitway (intersection of Royal Brougham Way and E-3 Busway), the existing eastbound ramp will be demolished. A new guideway will be constructed as an extension of the existing westbound lane. Two new columns and foundations will be constructed first to span over E-3 Busway and Light Rail Transitway. The pre-cast girder for the extension will then be lifted from the Light Rail Transitway side onto these columns.

When work at Royal Brougham is completed, it will carry westbound traffic only. Depending upon funding, the soonest construction would be complete is 2006. The second phase of this project is still being designed.

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## **Exhibit H**

### **E-3 Busway Improvement Agreement**

**05-21-02**

## EXHIBIT H

### E-3 IMPROVEMENTS AGREEMENT

This Agreement is made by and among CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transportation authority of the state of Washington ("Sound Transit"), KING COUNTY, a political subdivision of the State of Washington ("King County"), and the STATE OF WASHINGTON, by and through its Department of Transportation (the "State") for the development of certain public facilities on real property owned by the State and utilized by King County for metropolitan public transportation facilities.

#### BACKGROUND

- A. The State, Sound Transit and King County have entered into a E3 Umbrella Agreement dated \_\_\_\_\_, 2002 (the "E3 Umbrella Agreement") that establishes the framework among the parties for conveying fee and airspace leasehold and other property interests in the E-3 Busway Area and for relocating certain existing facilities. Pursuant to the Umbrella Agreement, Sound Transit and the State have entered into an agreement providing for Sound Transit to acquire a fee simple estate in a portion of the Light Rail Area from the State, and an airspace lease in another portion of the Light Rail Area, both free and clear of King County's prior interest. In addition, the E3 Umbrella Agreement provides for Sound Transit to acquire a temporary construction easement upon portions of the State Property in order to complete relocation of King County facilities and certain other construction work. Capitalized terms used herein shall have the meanings set forth in the E3 Umbrella Agreement unless otherwise expressly defined herein.
- B. Sound Transit and King County desire Sound Transit to perform, at Sound Transit's expense, the relocation of the King County facilities from the Light Rail Area into the remainder of the E-3 Busway Area. The parties wish to state the terms and conditions governing Sound Transit's relocation of these King County facilities within the State Property.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Sound Transit, King County and the State agree as follows:

- 1. Busway Improvements In General.** Sound Transit intends to construct certain improvements within the E-3 Busway Area (the "Busway Improvements") to help facilitate the relocation of King County's facilities from the Light Rail Area. The Busway Improvements shall be constructed pursuant to those certain plans and specifications therefore dated \_\_\_\_\_, 2002 and incorporated within Sound Transit's Contract 700 and heretofore approved by King County and the State (the "E-3 Busway Improvements Plans"). A summary of the E-3 Busway Improvements Plans is attached hereto as Exhibit H-1. The E-3 Busway Improvement Plans include certain "special provisions" concerning

traffic control that will help keep King County's buses operating during construction. Sound Transit shall construct the Busway Improvements at its sole cost and expense; provided however that King County or the State shall bear the full cost and expense of any changes to such E-3 Busway Improvements Plans it requests.

## **2. Busway Improvements Construction.**

- 2.1** Sound Transit shall, in its sole discretion, select and contract with a builder licensed, bonded and in good standing in the state of Washington to construct each of the Busway Improvements.
- 2.2** King County and the State shall have the right to review and approve the scope of services and schedule set forth in such contract or contracts. King County and the State shall also have the right to inspect and reject work that does not meet the requirements of the contract.
- 2.3** The construction contract or contracts for the Busway Improvements shall provide that the Busway Improvements shall not be completed until King County has inspected and accepted such Improvements. Such contract or contracts shall also provide that upon completion and final acceptance of such improvements, contractor warranties shall be assigned in whole or in part to King County.
- 2.4** Sound Transit's contractor will not begin any activity under such contract or contracts, which affects transit operations on the E-3 Busway Area or adjacent transit bases until a traffic management plan has been submitted by the contractor through Sound Transit and approved by King County. The plan shall be updated and resubmitted for approval at each stage of construction that has a different impact on transit operations. Sound Transit will not modify its contract requirements for contractor coordination with King County without concurrence from King County.
- 2.5** King County and the State shall not unreasonably withhold its approval of the construction contract or contracts or its final acceptance of the Busway Improvements. King County and the State shall complete its review and give its approval or disapproval (and reasons therefor) within 10 days of Sound Transit's request therefor. Failure to give such approval or disapproval shall constitute approval. King County and the State also shall not unreasonably exercise its right to accept or reject work and shall exercise this right in a timely manner.
- 2.6** Sound Transit expressly acknowledges and agrees that the rights of King County and the State under this Section to review, comment on, disapprove and/or accept designs, plans specifications, work plans, construction, equipment, installation, (i) exist solely for the



benefit and protection of King County and the State, (ii) do not create or impose upon King County and the State any standard or duty of care toward Sound Transit, all of which are hereby disclaimed, (iii) may not be relied upon by Sound Transit in determining whether Sound Transit has satisfied any and all applicable standards and requirements and (iv) may not be asserted, nor may King County's or the State's exercise or failure to exercise any such rights be asserted, against King County or the State by Sound Transit as a defense, legal or equitable, to Sound Transit's obligation to fulfill such standards and requirements and regardless of any acceptance of work by King County or the State.

### **3 Insurance; Waiver Of Recovery And Subrogation; Limitations Of Liability**

**3.1 Waiver of Recovery and Subrogation.** Sound Transit, King County and the State do herein agree to mutually and reciprocally waive any claim against each other for loss or damage to property interests that are subject to this Agreement to the extent that loss or damage to their respective property interests are covered by first party (property) insurance policies. This waiver applies regardless of the cause or origin of the claim including without limitation loss due to the negligent acts or omissions of Sound Transit, King County or the State or their respective officers, directors, employees, agents, contractors or invitees. Sound Transit, King County and the State shall have their respective property insurers endorse the applicable insurance policies to reflect the foregoing waiver of claims, provided however, that the endorsement shall not be required if the applicable policy of insurance permits the named insured to waive rights of subrogation on a blanket basis, in which case the blanket waiver shall be acceptable.

**3.2 Insurance.** Sound Transit, King County and the State shall each, during the term of this Agreement, maintain a policy or policies of general liability coverage equivalent in scope to the Commercial General Liability Coverage form (ISO), providing coverage for claims of bodily injury, property damage, and personal injury with policy limits of no less than \$5,000,000.00 per occurrence combined single limit of liability, with a general aggregate limit of no less than \$10,000,000.00. The policies shall provide coverage on an "occurrence" basis not a "claims made" basis, and the limits can be attained through a combination of primary and excess insurance policies. A party shall, upon request of another party, provide to the other party written evidence (e.g., certificates of insurance) demonstrating that all required policies of insurance (in such amounts and with such coverages and endorsements as herein required) are in full force and effect.

Nothing herein is intended to preclude the parties from attaining the required coverage through a combination of its self-insurance program and a program of excess insurance coverage.

### **3.4 Indemnification; Waiver Of Indemnity**

**3.4.1 Indemnification.** Subject to the waiver of recovery and subrogation above, Sound Transit, King County and the State agree to indemnify, defend and hold the other harmless any and all claims, suits, actions, or liability for personal injury, death or for loss or damage to property that arises out of: (a) the indemnitor's development or use of a portion of the State Property; (b) the negligence or willful misconduct of the indemnitor, its employees, agents, or invitees; or (c) any breach or default by the indemnitor of any obligation imposed by this Agreement.

This indemnity does not apply: (x) to claims, suits, actions or liabilities to the extent they are caused by the negligent acts or omissions or willful misconduct of an indemnitee, or their respective agents, employees, contractors or invitees or (y) to damage, claims, suits, actions or liabilities waived herein.

In the absence of comparative or concurrent negligence on the part of the parties to this Agreement, or their respective agents, their affiliates and subsidiaries, or their respective directors, employees or contractors, the foregoing indemnity shall also include reasonable costs, expenses and attorneys' fees incurred in connection with any indemnified claim or incurred by an indemnitee in successfully establishing the right to indemnification. The indemnitor, upon timely receipt of a tender of any claim or suit subject to indemnification, shall have the right to assume the defense of any claim subject to this indemnity. The indemnitee shall cooperate fully with the indemnitor and its counsel in any matter where the indemnitor defends an indemnitee, provided the indemnitor promptly reimburses the indemnitee the reasonable costs and expenses incurred in connection with their duty to cooperate in their defense.

When the claim is a result of the joint or concurrent negligence or willful misconduct of Sound Transit, King County or the State, the duty to indemnify shall be proportionate to the fault of the parties.

**3.4.2 Waiver of Indemnity.** Sound Transit, King County and the State agree that the foregoing indemnities specifically include, without limitation, claims brought by either party's employees against the other party. THE FOREGOING INDEMNITIES ARE EXPRESSLY INTENDED TO CONSTITUTE A WAIVER OF EACH PARTY'S IMMUNITY UNDER WASHINGTON'S INDUSTRIAL INSURANCE ACT, RCW TITLE 51, TO THE EXTENT NECESSARY TO PROVIDE THE OTHER PARTY WITH A FULL AND COMPLETE INDEMNITY FROM CLAIMS MADE BY EACH PARTY AND ITS EMPLOYEES, TO THE EXTENT OF THEIR NEGLIGENCE. THE STATE, KING COUNTY AND SOUND TRANSIT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS ARTICLE WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

**4. General Provisions.** The parties hereby incorporate into this Agreement the Sections 4 through 11 of the Umbrella Agreement as if fully set forth herein.

**5. Exhibits.**

Exhibit H-1 attached hereto is incorporated herein as if fully set forth.

Signed in duplicate original this \_\_\_\_ day of \_\_\_\_\_, 2002.

**SOUND TRANSIT:**

**CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: 401 S. Jackson St.  
Seattle, Washington 98104-2826

Approved as to Form:

Name \_\_\_\_\_

Legal Counsel \_\_\_\_\_

**STATE:**

**THE STATE OF WASHINGTON**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**KING COUNTY**

**KING COUNTY**

By \_\_\_\_\_

Ron Sims, Executive

Exhibits:

Exhibit H-1 Summary of Busway Improvement Plans

