



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 26, 2017

Ordinance 18574

Proposed No. 2017-0279.3

Sponsors Upthegrove and Dembowski

1 AN ORDINANCE approving and adopting a proposed
2 settlement agreement negotiated between King County and
3 Sound Transit in that certain eminent domain proceeding
4 captioned as central Puget Sound regional transit authority,
5 a regional transit authority, dba Sound Transit V. King
6 County, a Washington municipal corporation, successor in
7 interest to the municipality of metropolitan Seattle; et al.,
8 King County superior court cause no. 15-2-22767-0 SEA,
9 authorizing the executive to implement the terms of the
10 settlement agreement upon entry of the agreed stipulated
11 judgment and decree of appropriation by the superior court
12 and to take other appropriate measures.

13 STATEMENT OF FACTS:

- 14 1. King County is the vested fee owner of the real property identified as
15 King County tax parcel nos. 322604-9424 and 322604-9002 (collectively,
16 "the parcels"), which are used by King County metro transit for commuter
17 parking and related purposes serving the Northgate Park and Ride and
18 Transit Center.
- 19 2. Sound Transit has filed a petition that seeks to condemn fee title to a

20 portion of the parcels, as legally described and depicted in, and in the form
21 of Exhibits A to Attachment A to this ordinance. Additionally, Sound
22 Transit seeks to appropriate a temporary taking of additional portions of
23 the parcels for a temporary construction easement ("TCE"), as depicted
24 and described in, and in the form of Exhibit B to Attachment A to this
25 ordinance. Together the fee-take portions and the TCE portions are
26 referred to in this ordinance as "the condemned property."

27 3. After negotiations between King County and Sound Transit, a proposed
28 settlement agreement and a proposed stipulated judgment and decree of
29 appropriation have been agreed to and are attached as Attachment A to
30 this ordinance and Exhibit E to Attachment A to this ordinance,
31 respectively.

32 4. Sound Transit and King County have agreed that the total just
33 compensation to be paid for Sound Transit's taking of the condemned
34 property is ten million one hundred twenty thousand dollars of which
35 Sound Transit will pay to King County in cash six million three hundred
36 eighty thousand dollars and other consideration in the form of offsetting
37 improvements to be constructed by Sound Transit and valued at three
38 million seven hundred forty thousand dollars, all as set forth in greater
39 detail in the settlement agreement attached as Attachment A to this
40 ordinance ("the settlement agreement"). These amounts include all
41 compensation owed by Sound Transit for its taking of the condemned
42 property, including any claims for prejudgment interest, damages to the

43 remainder, cost-to-cure, and of attorney and expert fees and costs.

44 5. Upon entry of the stipulated judgment and decree of appropriation, the
45 settlement agreement will be executed and implemented, and the
46 condemned property will be conveyed and granted to Sound Transit
47 through documents to be recorded substantially in the form of Exhibits B
48 and P-1 to Attachment A to this ordinance.

49 6. RCW 81.112.080 authorizes regional transit authorities such as Sound
50 Transit to exercise the right of eminent domain in the same manner and by
51 the same procedures as provided by law for cities of the first class, and
52 specifies that public transportation facilities and properties owned by any
53 county or metropolitan municipal corporation may be acquired or used by
54 a regional transit authority only with the consent of the agency owning
55 such facilities.

56 7. The condemned property is within the Thornton Creek watershed, an
57 11.6-square-mile watershed in Seattle and Shoreline, which watershed has
58 been affected by development of and stormwater runoff from many
59 industrial, commercial, residential, governmental, and transportation
60 activities within the watershed. Community-inspired efforts to restore
61 Thornton creek have succeeded in creating the Thornton Creek water
62 quality channel to provide treatment of stormwater runoff from six
63 hundred eighty acres of the watershed including the area affected by the
64 settlement agreement.

65 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

66 SECTION 1. Findings: The sale of the property is authorized under RCW
67 81.112.080, which authorizes certain public agencies, including counties and
68 metropolitan municipal corporations, to convey or lease public transportation facilities
69 and properties to a regional transit authority such as Sound Transit or to contract for their
70 joint use on such terms as may be fixed by agreement between the agency and the
71 authority.

72 SECTION 2. The settlement agreement negotiated between King County and
73 Sound Transit in superior court cause no. 12-2-17740-6 SEA, which agreement is
74 Attachment A to this ordinance and by this reference made a part of this ordinance, is
75 hereby approved and adopted.

76 SECTION 3. The executive is authorized to instruct the prosecuting attorney to
77 execute the stipulated judgment and decree of appropriation substantially in the form of
78 Exhibit E to Attachment A to this ordinance and to file the executed judgment and decree
79 with the superior court.

80 SECTION 4. Upon final approval of the stipulated judgment and decree of
81 appropriation by the superior court in and for King County, Washington, the executive is
82 authorized to implement the terms of the agreed judgment and decree through execution
83 of the settlement agreement and to convey and grant to Sound Transit fee title to and
84 temporary construction easement rights in the condemned property by easement and deed
85 substantially in the form of Exhibits B and P-1 attached to Attachment A and to execute
86 all other documents and take such other measures as may be necessary to implement the
87 terms of the settlement agreement and the stipulated judgment and decree of
88 appropriation.

89 SECTION 5. It is the intent of King County to continue these community-
90 inspired efforts and therefore to direct that a portion of the proceeds from this settlement,
91 be used to locally address a potential range of historical impacts from vehicles or
92 facilities in the Northgate area by using green stormwater technology, such as filtration,
93 bioswales or other methods, to achieve additional ecological benefits at the Washington
94 state Department of Transportation layover site, and also through accommodation for

95 electric buses to further avoid, minimize or mitigate potential future environmental
96 impacts to the Thornton Creek watershed.
97

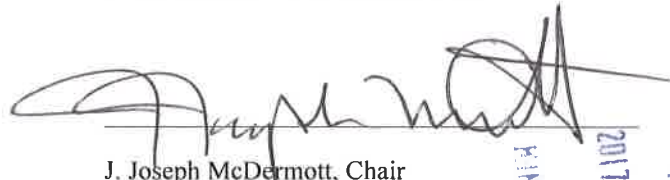
Ordinance 18574 was introduced on 8/14/2017 and passed as amended by the Metropolitan King County Council on 9/25/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci

No: 0

Excused: 0


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



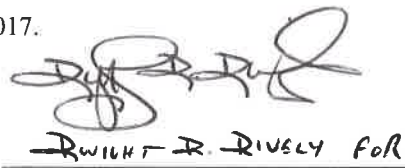
J. Joseph McDermott, Chair

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2017 SEP 29 PM 3:46
CLERK
KING COUNTY COUNCIL




Melani Pedroza, Clerk of the Council

APPROVED this 29th day of SEPTEMBER, 2017.



Dow Constantine, County Executive

Attachments: A. Settlement Agreement, Dated September 25, 2017

ORDINANCE 18574
Dated September 25, 2017

ATTACHMENT A:

SETTLEMENT AGREEMENT

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

**ARTICLE 1.
PURCHASE AND TRANSFER OF ASSETS; RESOLUTION OF LITIGATION**

1.1. PROPERTY TO BE SOLD. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1 all the Seller's right, title and interest in the Real Property as legally described in **EXHIBIT A**;

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

1.1.3 all of Seller's right, title and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to or used in connection with the Real Property ("Personal Property");

1.1.4 all of Seller's easements and other rights that are appurtenant to the Real Property including but not limited to, Seller's right, title, and interest in and to streets, alleys or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, and leases, licenses, government approvals and permits affecting the Real Property; and

1.1.5 a temporary construction easement substantially in the form of **EXHIBIT B** attached hereto ("TCE") and within the area (the "TCE Area") depicted therein.

1.2 In addition, Seller shall grant an easement for certain Right of Way Improvements as defined herein and substantially in the form of **EXHIBIT O-1** attached hereto in the manner and at the time described in Paragraph 2.3.5C.

Hereinafter, the items listed in Sections 1.1 and 1.2 are collectively referred to as the "Property."

1.3 PRIOR GRANT OF LICENSE TO USE AND OCCUPY A PORTION OF THE PROPERTY. The Parties acknowledge that in consideration of Buyer's continued good-faith efforts to finalize this Agreement, and to enable Buyer to timely obtain building permits and property access, in October 2016 Seller granted Buyer a temporary Special Use Permit that covers a portion of the Property. Consistent with its terms that temporary Special Use Permit shall terminate and be superseded upon grant of the TCE described in Paragraph 1.1.5 above and the conveyance of the Real Property described in Paragraph 1.1.1.

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Total Offset Against Purchase Price

\$ 3,740,000

2.3 ADDITIONAL CONSIDERATION. In addition to payment of the Total Purchase Price, and in further consideration of the impacts to the Northgate Transit Center that will result from the sale of the Real Property to Buyer and Buyer's subsequent development of a light-rail station and related facilities on the Real Property, and in light of Seller's intent to redevelop other portions of the Northgate Transit Center for transit-oriented development purposes, the Parties make the following covenants, promises, and representations numbered 2.3.1 through 2.3.8, all of which shall survive the Closing:

2.3.1 REPLACEMENT STALLS. Buyer acknowledges that Buyer's light-rail station, Buyer and Seller's shared use transit island, and Seller's bus roadway will eliminate up to two hundred ninety-one (291) commuter parking stalls currently located on the Real Property. In consideration of those impacts, Buyer shall provide temporary and permanent replacement parking stalls as follows:

A. **Temporary Replacement Stalls During Construction.** At Buyer's sole cost and expense, Buyer shall provide up to 291 temporary replacement transit-commuter parking stalls during Buyer's construction of its Northgate light rail station and its permanent commuter parking garage for that station. Seller shall have no obligation to pay any cost of operations and maintenance of such replacement stalls during Buyer's construction. Buyer shall provide replacement parking for Seller's existing parking stalls on the Property that are displaced or otherwise rendered unavailable or unusable for transit-commuter parking use at any time during Buyer's construction of its proposed light rail station on a generally one-for-one basis. Configuration of parking will be reviewed during the course of construction coordination meetings with affected local jurisdictions to ensure it is possible to safely use such portion of the Property for transit-commuter purposes while Buyer's construction activities are underway. Any improvements, repairs, modifications, or reconfiguration of the TCE area necessary to implement continued transit-commuter parking there, including but not limited to restriping, stormwater management, lighting, landscaping, and ingress and egress, shall be done by Buyer at its sole cost and expense, consistent with applicable code requirements and in consultation with Seller. Buyer shall provide replacement parking stalls in the locations, number and schedule set forth in **EXHIBIT G**. Buyer shall make the replacement stalls available for use by Seller's transit customers generally on a one-for-one basis beginning not later than the date that Buyer first displaces one or more of the existing stalls on the Property. In the event Buyer proposes to vary the locations from those set forth in **EXHIBIT G**, Buyer's proposed location for the temporary stalls shall be subject to Seller's written approval, such approval not to be unreasonably withheld, conditioned, or delayed. Any replacement transit-commuter parking stalls located off the Property shall also be operated and maintained by Buyer at its sole cost and expense.

B. **Permanent Replacement Stalls.** Not later than the date that Buyer opens its completed Northgate light rail station to the public, Buyer shall provide not less than 291 permanent replacement commuter-parking stalls in a parking garage or other facility, and such stalls shall be constructed, managed, operated, and maintained by Buyer on other property adjacent to the Property and not owned or leased by Seller. Seller shall pay Buyer a total sum of \$893,000 for the costs associated with Buyer's construction of the parking garage entrance

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Seller, Buyer and other approved public transportation providers, and except as provided otherwise in this Agreement, all at Buyer's sole cost and expense.

B. Seller shall reimburse \$370,000 of Buyer's expenses to design the transit center and bus roadway and \$370,000 of Buyer's transit center construction management costs as an offset to the Purchase Price. Buyer shall grant Seller a no-cost license substantially in the form of **EXHIBIT J-1**, for access to King County facilities located on the Real Property and depicted in **EXHIBIT J-2**.

C. Any Transit-related improvements or betterments constructed or installed by Buyer on real property owned by Seller after execution of this Agreement shall automatically become the property of Seller upon written acceptance by Seller, which acceptance shall not be unreasonably withheld.

D. The new Transit Island and bus roadway shall be consistent with those 90% design plans previously approved by Seller and Buyer, a copy of which is attached hereto as **EXHIBIT K**.

E. Buyer agrees to apply the Parties' existing Good Neighbor policy (copy attached hereto as **EXHIBIT L**) to the new Transit Island where equipment may be located for Seller's use, and under that policy to maintain the new Transit Island. Accordingly, Seller shall annually contribute to fund maintenance of the Transit Island at historic levels as adjusted to reflect the relatively smaller size of the new Transit Island relative to Seller's existing Transit Center as shown in **EXHIBIT L-1** and Buyer shall fund the remainder of maintenance costs.

2.3.4 ASSIGNMENT OF SIMON LEASE.

A. At Closing, or at a later date agreed to in writing by the Parties, and provided (i) Seller has obtained the lessor's consent, (ii) obtained an estoppel agreement in substantially the form set forth as **EXHIBIT M-1** executed by Seller and lessor, and (iii) Seller has obtained any necessary approvals of the assignment from the Federal Transit Administration, Seller shall assign to Buyer and Buyer shall accept assignment of the following transit-passenger vehicle parking-stall lease, a copy of which is attached hereto as **EXHIBIT M-2** ("the Lease"):

(1) The Simon Lease, dated June 1, 2006.

The Parties shall cooperate to obtain the lessor's consent to assignment of the Lease as may be needed. The form of lease assignment is attached hereto as **EXHIBIT M-3**. A fully executed copy of the lease assignment document shall be recorded in the real property records of King County at Closing.

B. The Parties agree that notwithstanding execution and recording of the Lease assignment at Closing, the effective date of the Lease assignment (the "Commencement Date"), shall be the earlier of (1) the date that Buyer's Northgate light rail station is open to use by the public, (2) December 31, 2021, or (3) a date provided no less than 90 days in advance by Buyer to Seller in writing.

C. Upon written notice from Buyer that the City of Seattle has inspected or reviewed the completed Right of Way Improvements and deemed them acceptable, and following Seller's review and approval of the legal description and survey described in Section 2.3.5.B, Seller shall grant to Buyer or to the City of Seattle, whichever grantee is specified by Buyer, a permanent easement for sidewalk or road right-of-way purposes only, and for no other purpose, covering the physical area or areas legally described and illustrated in the survey of the constructed Right of Way Improvements and substantially in the form of **Exhibit O-1**. Buyer shall not pay a land-use fee for the permanent easement for the Right of Way Improvements, but Buyer shall pay the usual and ordinary processing fee for Seller to issue that easement. Seller understands, acknowledges and agrees that if the easement is granted to Buyer, Buyer shall thereafter dedicate the easement for the Right of Way Improvements to the City of Seattle. Buyer shall be responsible to comply with all City of Seattle requirements (form of deed, exhibits, environmental reports, indemnities, recording, etc.) in order to accomplish the dedication.

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

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1. **ORGANIZATION.** The Seller is a political subdivision of the State of Washington duly organized, validly existing and in good standing under the laws of the State of Washington.

3.1.2. **EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** The execution, delivery and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, (ii) before the Closing Date will be duly authorized by all necessary action of the Seller's legislative authority, (iii) before the Closing Date will be approved by all necessary action of the Federal Transit Administration as to the Seller's conveyance of FTA funded real property and improvements; and (iv) Seller has no actual knowledge of litigation or threatened litigation that may affect the Property or its conveyance pursuant to this Agreement except as may be disclosed in writing to Buyer on or before the Closing, other than the Lawsuit. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

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

3.1.4. **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

Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. **SELLER DISCLAIMER OF CONDITION OF THE PROPERTY.** Except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively "Condition of the Property"), including, without limitation:

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

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that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller, its officers, agents and employees harmless from and against any and all Losses, liability, claim, agency order or requirement, damage and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration or escape of Hazardous Substances at, from, into or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations. The Parties agree that the indemnities in this Section 3.3.4 are specifically and expressly intended to constitute a waiver of the Buyer's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

3.4. RISK OF LOSS. Except as otherwise stated in the Temporary Construction Easement dated June 5, 2014 and its first and second amendments, and the Special Use Permit dated October 6, 2016, 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 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.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT P-1** ("Deed"), subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

4.2. TITLE COMMITMENT. Prior to Closing Buyer has obtained preliminary commitments for an owner's standard coverage policy of title insurance (the "Title Commitment") number 0083283-06 issued by Chicago Title Insurance Company (the "Title Company") and dated October 3, 2016, together with Supplement 1 dated November 4, 2016 describing the Real Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Real Property. At such time as the Title Company caused the Title Commitments to be furnished to Buyer, the Title Company further caused to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Real Property.

and to prevent disputes from arising. Except as otherwise provided in this Agreement, the Parties agree to use the following dispute escalation process.

6.1.1 **STEP ONE.** Sound Transit's Executive Director, Design, Engineering and Construction Management//Executive Director, Operations and the County's Design and Construction Manager or their designees shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

6.1.2 **STEP TWO.** In the event Sound Transit's Executive Director, Design, Engineering and Construction Management//Executive Director, Operations and King County's Design and Construction Manager or their designees are unable to resolve the dispute within ten (10) business days as provided in step one, either party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and King County's Deputy Transit General Manager of Planning and Customer Service or their designees. They shall confer and attempt to resolve the dispute within five (5) business days of receiving the referral.

6.1.3 **STEP THREE.** In the event Sound Transit's Deputy Chief Executive Officer and King County's Deputy Transit General Manager of Planning and Customer Services or their designees are unable to resolve the dispute within five (5) business days as provided in step two, either party may refer the dispute to the Chief Executive Officer of Sound Transit and the County's Transit General Manager. They shall confer and attempt to resolve the dispute within five (5) business days after receiving the referral.

6.2 **MEDIATION.** If the Parties are unable to resolve the dispute utilizing the process set forth in section 6.1, the Parties may, by agreement, choose to submit the matter to a non-binding mediator. The Parties shall share equally in the cost of the mediator.

6.3 **PREREQUISITE TO LITIGATION.** Neither Party shall have the right to seek relief in a court of law until and unless the procedural steps in section 6.1 are exhausted.

6.4 **CONTINUED PERFORMANCE.** At all times during the course of the conflict or dispute resolution efforts, the Parties agree to continue to perform their respective responsibilities under this Agreement with due diligence.

ARTICLE 7. RELEASE OF CLAIMS; LIMITS OF RELEASE

7.1 In consideration of Buyer's execution of this Agreement and resolution of the Lawsuit and as described in Section 1.3, Seller hereby releases, waives, and forever discharges Buyer from any and all claims, suits, liabilities (including but not limited to strict liabilities), administrative or judicial actions or proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, expenses, litigation costs, attorneys' fees, engineers' fees, environmental consultants' fees, and investigation costs, of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings which concern, refer or relate to the claims, counterclaims, cross-claims, third-party claims, or any other claim, defense, or cause of action that Seller could have brought or raised in the Lawsuit.

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other date as may be mutually agreed upon by the Parties ("Closing Date"). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Seattle, Washington.

10.2. PRORATIONS. Real Property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, one hundred percent of any real estate excise or other transfer tax due, and its own attorneys' fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, one hundred percent of the premium for the title insurance and any costs of the preliminary and binding title commitments, all recording fees for the Deed, and its own attorneys' fees and one hundred percent of all other costs associated with the Closing not otherwise set forth in this Agreement. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.3. SELLER'S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1 A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT P-1** attached hereto;

10.3.2 A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT P-2**, attached hereto for the Personal Property, if any;

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

10.3.4 The executed TCE substantially in the form of **EXHIBIT B** hereto. Estoppel Certificate and Assignment of the Lease in substantially the forms attached as **EXHIBITS M-1 and M-3**.

10.3.5 A completed Real Estate Excise Tax Affidavit.

10.3.6 (RESERVED for other documents if needed).

10.4. BUYER'S DELIVERY OF PURCHASE PRICE AND DOCUMENTS AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent the following consideration and properly executed documents:

10.4.1 Cash or immediately available funds in the amount of the Cash Purchase Price.

10.4.2 A license for Seller's use of the new Transit Island duly executed by Buyer and substantially in the form of **EXHIBIT J-1** attached hereto.

10.4.3 A copy of the title commitment required under Section 4.4.

mandamus, or an action for enforcement of judgment under RCW Title 6, to enforce the agreed order and decree of appropriation to be entered in the Lawsuit, to which order and decree this Agreement shall be an exhibit.

11.3. TIME.

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

11.3.2 **COMPUTATION OF TIME.** Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 p.m. of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

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

If to Buyer:

Sound Transit Real Estate
Union Station
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

If to Seller:

King County

Metro Transit Division
King County Department of Transportation
Attn: Manager, Design & Construction
201 South Jackson Street
KSC-TR-0431
Seattle, Washington 98104-3856

With a copy to: King County Prosecuting Attorney's Office
Civil Division
King County Courthouse

11.12 GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. If, after dispute resolution under Article 6, either Party brings a lawsuit related to or arising out of this Agreement, then the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13 NO THIRD PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties, and shall create no right, duty, privilege, obligation, or cause of action in any other person or entity.

11.14 ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller's prior written consent.

11.15 NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.16. SELLER'S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as "actual knowledge" or "to Seller's knowledge" or "about which Seller has knowledge" are made to and limited by the present, actual knowledge of Gary Kriedt, who is an employee of King County, and is an Environmental Planner III in the Design & Construction Section of the Transit Division of the Department Transportation. Gary Kriedt has made no inquiries or investigations with respect to Seller's representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

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

Exhibit A	Legal Description
Exhibit B	Temporary Construction Easement
Exhibit C	RESERVED
Exhibit D	Property Access Schedule
Exhibit E	Proposed Stipulation Judgment and Decree
Exhibit F-1	RESERVED
Exhibit F-2	RESERVED
Exhibit G	Replacement Parking
Exhibit H	Parking Garage Entrance Improvements
Exhibit I	Development Agreement for Design and Construction
Exhibit J-1	License for Access to King County Facilities

ER 408

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

**BUYER: CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

By: _____

By: _____

Name: Anthony O. Wright

Name: _____

Title: Director, Facilities Management Division

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

By: _____
Senior Legal Counsel

R/W No. NG-781 & NG-783
PIN 3226049424 & PIN 3226049002
King County

Fee Take Area Acquired by Grantee:

From NG-781:

ALL THAT PORTION OF GRANTOR'S PARCEL LYING WESTERLY OF THE EAST LINE OF THE WEST 133.96 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

FEE TAKE AREA FROM NG-781 CONTAINING 55,110 SQUARE FEET, MORE OR LESS.

From NG-783:

ALL THAT PORTION OF GRANTOR'S PARCEL "A" LYING WESTERLY OF THE EAST LINE OF THE WEST 133.96 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

AND ALL OF GRANTOR'S PARCEL "B".

FEE TAKE AREA FROM NG-783 CONTAINING 7,391 SQUARE FEET, MORE OR LESS.



EXHIBIT B to the Settlement Agreement – Temporary Construction Easement

WHEN Recorded Return to:

Sound Transit Real Estate
Union Station
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

TEMPORARY CONSTRUCTION EASEMENT

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: POR OF THE NW 1/4 OF S-T-R 32-26-04E, W.M.

Additional Legal: See Exhibits A and B

Assessor's Tax Parcel No.(s): 322604-9424 & 322604-9002

ROW No.(s): NG781 & NG783

THIS Temporary Construction Easement ("Easement" or "Agreement") is granted by KING COUNTY, a political subdivision of the State of Washington and successor in interest to the Municipality of Metropolitan Seattle, hereinafter called the "Grantor," to the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, hereinafter called the "Grantee." Together, Grantor and Grantee are sometimes referred to herein as the "Parties" and individually as the "Party."

RECITALS

1. Grantee desires a temporary construction easement in order to construct certain elements of its Link light rail system and to build certain permanent improvements for Grantor as described in the Settlement Agreement (defined in Recital 3) on a portion of Grantor's Northgate Transit Center (the "Property"), the entirety of which is described in **Exhibit A** attached hereto.
2. Grantee is authorized to purchase real property and real property interests under the provisions of RCW 81.112.080, and has the right of eminent domain under the provisions

- Section 3.1.5, Environmental Conditions
- Section 3.3, Condition of Property/Survival After Closing

2. **Purpose of Easement; Limitations on Exercise of Easement Rights.** The Grantee, its employees, contractors, agents, permittees, and licensees shall have the right at such times as may be necessary, to enter upon the Easement Area for the purpose of construction and construction staging, provided that all such persons abide by the terms of this Easement.
- A. Grantee may choose to use the entire Easement Area or only a portion of the Easement Area (a "Partial Easement Area") at any given time and from time-to-time; provided that 14 days in advance of commencing use of the Easement Area or a Partial Easement Area, Grantee shall notify Grantor in writing of Grantee's schedule and whether the Grantee intends to use the entire Easement Area or a Partial Easement Area. In the case of a Partial Easement Area, Grantee will provide a depiction of the Partial Easement Area to be used. If Grantee elects to change the size or shape of the area to be used, Grantee will provide Grantor 14 days advance written notice with a new schedule and depiction.
- B. During any period in which Grantee has notified Grantor of its intended use of the Easement Area or a Partial Easement Area for construction purposes, Grantee's right to use such property shall be exclusive until such time as Grantee notifies Grantor that Grantee no longer requires exclusive use. When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the Term, and Grantee's 14-day notice under Section 2.A shall illustrate and describe all areas to be so fenced and the duration of such fencing. Any such fencing shall be limited to the minimum area and duration necessary to accomplish Grantee's objectives consistent with usual and ordinary construction practices. Notwithstanding Grantee's right to fence all or a portion of the Easement Area, Grantee shall allow Grantor personnel and consultants access to the Easement Area as may be reasonably necessary to inspect, maintain, or replace utilities or similar improvements located within the Easement Area and needed for operation of the Northgate Transit Center, subject to such limitations as may apply through Grantee's usual and ordinary construction-site access control policies and practices as may be implemented through the N160 contract. At all times Grantee shall maintain access to any area still controlled by Grantor via either existing driveways or new temporary driveways.
- C. In the event that Grantee discovers minor utility connection work that requires limited access to discrete portions of the Property in addition to that depicted in **Exhibit B**, then Grantee shall notify Grantor's Construction Information Center and Grantor's Project Manager Sally Turner consistent with Addendum A to this Agreement. Grantor may approve Grantee's utility connection work plan and schedule or Grantor may impose additional terms and conditions to Grantee's work plan and schedule to

7. **Term of Easement.** The term of this Easement is forty-six (46) months from the date of recording or until completion of restoration in the Easement Area, whichever occurs first ("Term"). The Term shall commence upon recording of this Easement. Grantee may, upon written notice to Grantor and at Grantee's option and at no additional cost, extend the Term of this Easement for up to an additional three (3) months, provided that Grantee shall give such notice at least 90 days prior to the expiration day of this Easement.
8. **Binding Effect.** Until the expiration of the Term, the Easement granted hereby, and the duties, restrictions, limitations and obligations created herein shall run with the land and shall burden the Easement Area and shall be binding upon the Grantor and its respective successors, assigns, mortgagees, and lessees and each and every person who shall at any time have a fee, leasehold, mortgage or other interest in any part of the Easement Area during the Term.
9. **Recording.** Grantee shall record this Easement in the real property records of King County, Washington. Grantee shall pay all recording fees and all other fees and third-party transactional costs in connection with the granting of this Easement.
10. **Safety.** The Parties agree that Article 7 (Protection of Persons and Property; Damage and Destruction) of the Development Agreement (Exhibit I to the Settlement Agreement) is incorporated herein by this reference and shall govern Grantee's use of the Easement Area under this Easement as if fully set forth herein.
11. **Liens.** Grantee shall not suffer or permit any lien, charge, security interest or encumbrance (collectively, "Liens") to be filed against the Property in connection with or arising under this Easement. If any such Lien is filed, Grantee shall within thirty (30) days following the attachment of same, remove and discharge any and all such Liens. Grantee reserves the right to contest the validity or amount of any such Lien in good faith provided that within thirty (30) days after the filing of any such Lien, Grantee discharges such Lien of record or records a bond which eliminates said Lien as an encumbrance against the Property. Grantee shall indemnify, protect, defend and hold Grantor harmless from and against all liabilities, losses, damages, expenses and costs (including reasonable attorneys' fees and costs) incurred in connection with any such Liens, which indemnification shall survive the expiration or termination of this Agreement.
12. **Easement Area Maintenance.** Grantee shall, at its sole cost and expense, maintain the Easement Area in good condition and repair throughout the term of this Agreement.
 - A. Without limiting the generality of the foregoing sentence, Grantee shall: (i) shall not commit or suffer any waste upon the Easement Area or the Property; (ii) shall not do or permit anything to be done in, on or about the Property or the Easement Area that is illegal or unlawful; and (iii) comply with all environmental, health and safety

abatement discussions. If Grantee fails to take remedial measures as duly directed by a state, federal, or local regulatory agency within ninety (90) days of such notice, Grantor may elect to perform such work, and Grantee covenants and agrees to reimburse Grantor for all commercially reasonable direct and indirect costs associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

- iv. For the purposes of this Section 12.B (Environmental Requirements), "Costs" shall include, but not be limited to, all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties, and attorney fees and other litigation costs incurred in complying with the Environmental Laws, or any of them.
- v. Grantee agrees to defend, indemnify and hold Grantor harmless from and against any and all claims, causes of action, administrative proceedings, obligations, demands and liability including, but not limited to, any Costs, liabilities, damages, expenses, assessments, penalties (whether civil or criminal), fines, losses, judgments and attorneys' fees associated with the removal or remediation of any Hazardous Substances released or otherwise located on the Easement Area as a result of Grantee's acts or omissions on the Easement Area or in connection with Grantee's exercise of its rights under this Easement, including but not limited to Hazardous Substances that may have migrated from the Easement Area through water or soil to other properties. Grantee further agrees to defend, indemnify and hold Grantor harmless from any and all liability arising from Grantee's offsite disposal, handling, treatment, storage, or transportation of any Hazardous Substances removed from the Easement Area by or on behalf of Grantee. Grantee expressly waives and releases its right to seek cleanup contribution or any other form of recovery from Grantor under MTCA (RCW 70.105D) and CERCLA (42 U.S.C. 9601 et seq.), but only to the extent arising out of or relating to Grantee's activities on the property during the Term of this Easement or otherwise in connection with the Easement Area, the Improvements, or any of them.

13. Indemnity.

A. Grantee Indemnity.

Grantee shall protect, defend, indemnify and hold Grantor and its officials, officers and employees harmless (except to the extent caused by the gross negligence of Grantor or any such official, officer or employee acting within the scope of such person's employment or office) from and against any and all claims, demands, losses, liabilities, damages, expenses and costs (including reasonable attorney's fees and costs) of every kind and description and for any injury to persons or loss to or damage

negotiation between the Parties and this indemnification shall survive the expiration or termination of this Agreement.

14. Insurance.

- A. Grantee shall maintain, and cause any consultant, contractor or subcontractor hired to provide work or services in connection with the development of the Improvements to maintain the following minimum insurance: (a) commercial general liability insurance in an amount not less than \$2,000,000 per occurrence covering any claim, personal injury or property damage, including coverage for contractual liability, arising in connection with the presence of Grantee or its officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees on the Property or the Easement Area; (b) business automobile liability (owned, hired or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1,000,000 combined single limit per occurrence; (c) employer's liability insurance with limits of not less than \$1,000,000 per occurrence; and (d) worker's compensation insurance (as required by law). All such insurance shall: (i) be endorsed to name Grantor as an additional insured; (ii) be endorsed to provide that it is primary with and non-contributing with, any insurance maintained by Grantor; (iii) contain a severability of interest provision in favor of Grantor; (iv) contain a waiver of any rights of subrogation against Grantor; and (v) be issued by an insurance company authorized to do business in the State of Washington with a Best's rating of not less than A:VIII. The insurance coverage and limits set forth herein shall be deemed to be minimum coverage and limits and shall not be construed in any way as a limitation on Grantee's duty to carry adequate insurance or liability for losses, claims, liabilities or damages arising under this Easement. Grantee shall deliver to Grantor a certificate(s) of insurance and copies of the Additional Insured Endorsement, Primary & Non-Contributory Endorsement and Waiver of Subrogation Endorsement.
- B. King County acknowledges that Sound Transit maintains an Owner Controlled Insurance Program (OCIP) for the Northgate Link Extension Light Rail Project as described in that certain insurance manual with a revision date of November 18, 2015, a copy of which is on file with the Parties (the "Existing OCIP"). Sound Transit shall designate King County as an additional insured for purposes of the Existing OCIP and shall provide King County a certificate of insurance documenting King County's status as an additional insured. Sound Transit covenants to maintain the Existing OCIP or other insurance coverage equivalent to that described in described in the Existing OCIP or, alternatively, to maintain insurance meeting the requirements of Paragraph 14.A at all times during the Term of this Easement. Upon written demand by King County, Sound Transit shall deliver to King County copies of all certificates of insurance verifying such coverage.

- I. This Easement creates no right, duty, privilege, obligation, cause of action, or any other interest in any person or entity not a party to it.
- J. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of King County or Central Puget Sound Regional Transit Authority.
- K. Any terms and provisions of this Easement pertaining to rights, duties or obligations extending beyond the expiration or termination of this Easement, and all outstanding or remaining obligations accrued prior to the end of the Term of this Easement, shall survive the end of the Term of this Easement.
- L. The Parties hereby acknowledge and agree that:
 - i. Each Party hereto is of equal bargaining strength;
 - ii. Each Party has actively participated in the drafting, preparation and negotiation of this Easement;
 - iii. Each Party has consulted with its legal counsel and such other professional advisors as such Party has deemed appropriate, or had the opportunity to do so in relation to any and all matters contemplated under this Easement;
 - iv. Each Party and its counsel and advisors have reviewed this Easement, or had the opportunity to do so; and
 - v. Each Party has agreed to enter into this Easement following such review and the rendering of such advice.

17. Notice.

Any notice permitted or required to be given by either Party to this Easement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, or by reputable overnight delivery service, or by personal delivery, as follows:

If to Grantor:
King County Metro Transit
201 South Jackson Street, Suite 400
Seattle, WA 98104-3856
Attn: General Manager

and/or Grantee will have sufficient funds and/or income to fulfill the obligations of Grantee under this Easement);

- c. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days;
- d. A trustee or receiver is appointed to take possession of all or substantially all of Grantee's assets; or
- e. Substantially all of Grantee's assets or Grantee's interest under this Easement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.

B. Default by Grantor. A material default under this Easement by Grantor shall include, without limitation, the occurrence of any one or more of the following events:

- i. Grantor shall have failed to perform any obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantee, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantor diligently and continuously attempts to do so;
- ii. Any of the following occur:
 - a. Grantor makes a general assignment or general arrangement for the benefit of creditors;
 - b. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantor (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantor as debtor in possession has (i) elected to assume this Easement; (ii) has cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) has provided Grantee with adequate assurance that the bankruptcy trustee and/or the Grantor has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assure Grantee that the bankruptcy trustee and/or Grantor will have sufficient funds and/or income to fulfill the obligations of Grantor under this Easement);
 - c. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantor and is not dismissed within sixty (60) days;

Addendum A

The following special conditions are hereby incorporated into and made a part of the Agreement:

Grantee shall:

- Maintain public access to sidewalks adjoining the Property to the maximum extent practicable.
- No construction parking on the remainder of the Northgate Transit Center.
- Keep Property and Easement Area free of trash, litter, construction debris etc. consistent with good construction practices.
- Repair/restore any damage caused by Sound Transit's use of the Property to asphalt, curbs, pavement, or other structures on the Northgate Transit Center outside the Easement Area illustrated in Exhibit B.
- Cause no disruption to existing functional irrigation lines that service landscaping areas outside Easement Area.
- Cause no disruption to existing perimeter lighting or provide equivalent lighting for any portion of the Northgate Transit Center Park & Ride that is in use for commuter parking or other transit use.
- Grantee shall not impede coaches' ability to lay over or service bus bays inside the Northgate Transit Center unless prior coordination has occurred and approval has been given by Construction Information Center (min. 5-business days' advance notice must be provided for layover disruptions and min. 3 business days' advance notice for bus stop disruptions). Before requesting that a portion of the Transit Center or one or more bus bays be closed the Grantee will make a good faith effort to obtain a noise variance in order to perform the needed work at night so that the closure may be avoided if at all possible. The Construction Information Center may be reached Monday through Friday from 8 a.m. to 6 p.m. at:
 - 206-477-1140 (Construction Impacts)
 - 206-477-1150 (Trolley Impacts)
 - fax 206-684-2686
 - email construction.coord@kingcounty.gov
 - Grantee shall also notify Sally Turner at Sally.Turner@kingcounty.gov or (206) 477-5930

Exhibit A to the TCE - Legal Description of Grantor's Property

R/W No. NG-781 & NG-783
PIN 3226049424 & PIN 3226049002
King County

Grantor's Entire Parcel:

NG-781:

THE WEST 195 FEET OF THE NORTH 560 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 30 FEET THEREOF; EXCEPT THE NORTH 30 FEET THEREOF; AND EXCEPT THE WEST 16 FEET OF THE EAST 19 FEET OF THE NORTH 3 FEET OF THE REMAINDER THEREOF AS CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 8212100698.

NG-783:

PARCEL "A":

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SUBDIVISION AND THE NORTH MARGIN OF NORTHEAST 100TH STREET;
THENCE NORTH 88°16'50" WEST ALONG SAID MARGIN 119.23 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°16'50" WEST 52.93 FEET ALONG SAID NORTH MARGIN TO THE POINT OF CURVATURE OF A TANGENT 267.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE WESTERLY ALONG SAID CURVE AND MARGIN 109.77 FEET TO A POINT OF REVERSE CURVATURE WITH A TANGENT 333.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE WESTERLY ALONG SAID CURVE AND MARGIN 136.91 FEET TO A POINT OF TANGENCY;
THENCE NORTH 88°16'50" WEST ALONG SAID MARGIN 55.29 FEET TO THE EAST MARGIN OF NORTHEAST 1ST AVENUE;
THENCE NORTH 0°36'30" EAST ALONG SAID EAST MARGIN 19.41 FEET TO THE SOUTH LINE OF THE NORTH 560 FEET OF SAID SUBDIVISION;
THENCE SOUTH 88°16'18" EAST ALONG SAID SOUTH LINE 165.03 FEET TO THE EAST LINE OF THE WEST 195.00 FEET OF SAID SUBDIVISION;
THENCE NORTH 0°36'30" EAST ALONG SAID EAST LINE 530.10 FEET TO THE SOUTH MARGIN OF NORTHEAST 103RD STREET;
THENCE SOUTH 88°16'18" EAST ALONG SAID MARGIN 301.41 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SUBDIVISION;
THENCE SOUTH 0°37'27" WEST ALONG SAID EAST LINE 10.00;
THENCE NORTH 88°16'18" WEST 119.39 FEET;
THENCE SOUTH 0°36'30" WEST ON A LINE PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 589.42 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS LOT A, CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NUMBER 8801045, RECORDED UNDER RECORDING NUMBER 8908150721, IN KING COUNTY, WASHINGTON.)

TOGETHER WITH PORTION OF VACATED NORTHEAST 100TH STREET ADJOINING AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 114943.

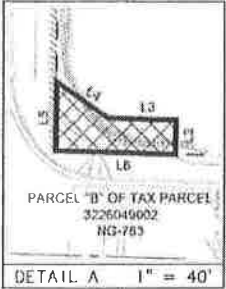
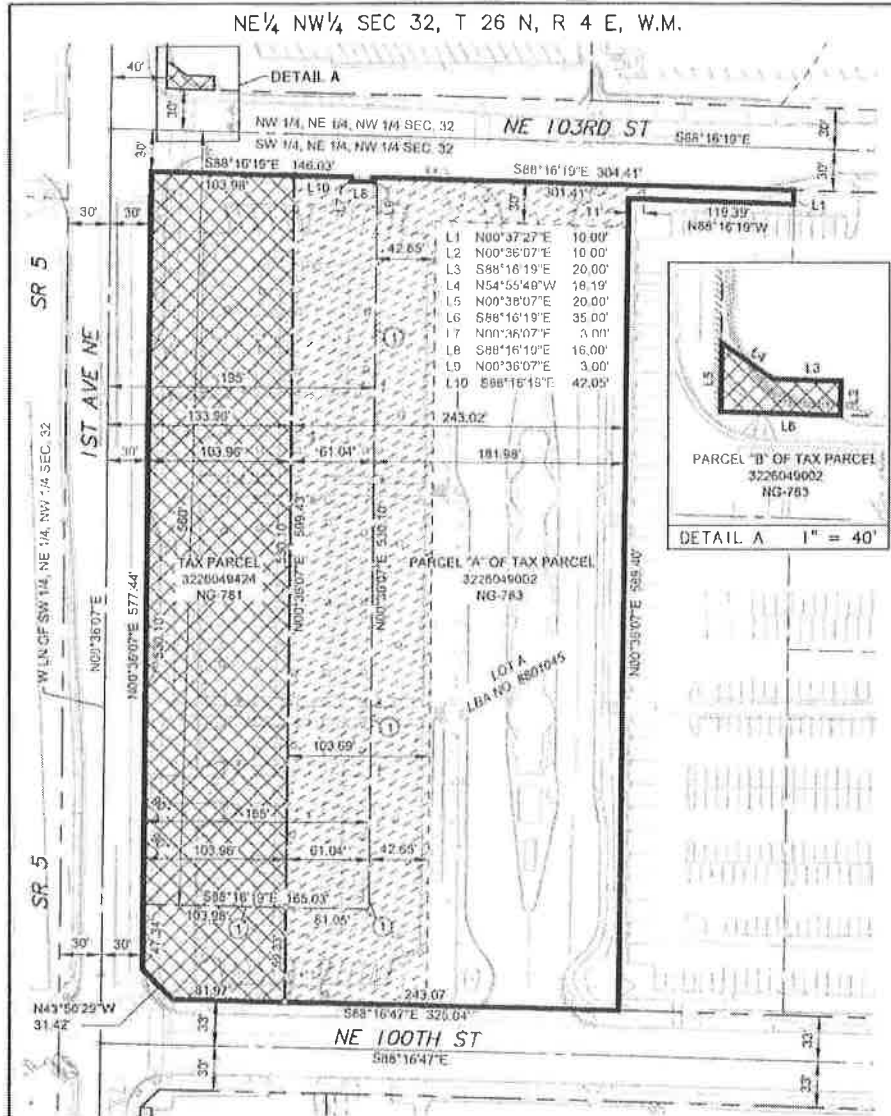
PARCEL "B":

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 1ST AVENUE NORTHEAST AND THE NORTH MARGIN OF NORTHEAST 103RD STREET;
THENCE NORTH 00°36'30" EAST ALONG SAID EAST MARGIN 20.00 FEET;
THENCE SOUTH 54°55'4" EAST 18.19 FEET;
THENCE SOUTH 88°16'18" EAST PARALLEL WITH SAID NORTH MARGIN 20.00 FEET;
THENCE SOUTH 00°36'30" WEST PARALLEL WITH SAID EAST MARGIN 10.00 FEET TO SAID NORTH MARGIN;
THENCE NORTH 88°16'18" WEST ALONG SAID NORTH MARGIN 35.00 FEET TO THE POINT OF BEGINNING.

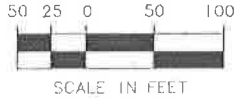
Earl J. Bone 1/22/16

NE 1/4 NW 1/4 SEC 32, T 26 N, R 4 E, W.M.

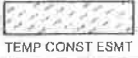


LEGEND	
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	TCE TEMPORARY CONSTRUCTION EASEMENT

① TAX PARCEL BOUNDARIES



NAD 83 (91)



SOUNDTRANSIT

L&A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 200,317 SF	CONST ESMT AREA: 06,397 SF
FEE TAKE: 82,501 SF	
REMAINDER: 117,816 SF	
PARCEL MAP	
R/W NOS. NG-781 & NG-783	
ASSESSOR NO.: 3226049424 & 3226049002	DATE: 1/22/16
OWNER: KING COUNTY METRO	
BLOCK NO.: _____	LOT NO.: _____
CITY OF SEATTLE	KING COUNTY, WA

Property,” respectively). Additionally, Petitioner seeks to appropriate a temporary taking of a portion of the Parcels for a temporary construction easement, as depicted in, and in the form of **Exhibit 2** hereto (the “Parcel A TCE” and the “Parcel B TCE,” respectively). Exhibits 1 and 2 are incorporated here by this reference and the real property and real property interests described in Exhibits 1 and 2 are hereinafter collectively referred to herein as the “Condemned Property.”

3. Petitioner and Respondent King County as the vested owner of the Condemned Property have agreed through settlement, that the total just compensation to be paid for Petitioner’s taking of the Condemned Property is **Ten Million One Hundred Twenty Thousand and No/100 Dollars (\$10,120,000.00)** of which Petitioner will pay to Respondent in cash **Six Million Three Hundred Eighty Thousand and No/100 Dollars (\$6,380,000.00)** and other consideration in the form of offsetting improvements to be constructed by Petitioner and valued at **Three Million Seven Hundred Forty Thousand and No/100 Dollars (\$3,740,000.00)**, all as set forth in greater detail in the settlement agreement attached hereto as **Exhibit 3** (the “Settlement Agreement”). These amounts include all compensation owed by Petitioner for its taking of the Condemned Property, including any claims for prejudgment interest, damages to the remainder, cost-to-cure, and of attorney and expert fees and costs.

4. Therefore, in order to satisfy the monetary requirements of this Stipulated Judgment and Decree of Appropriation and the Settlement Agreement, Petitioner shall pay to Respondent at Closing as defined in the Settlement Agreement the sum of **Six Million Three Hundred Eighty Thousand and No/100 Dollars (\$6,380,000.00)** and shall undertake in good faith the construction of the Bus Layover Facilities and the Transit Center Improvements, subject to the satisfaction of certain contingencies, as defined in the Settlement Agreement.

and all taxes owing on the Condemned Property set over to that portion of the Parcels which are not being appropriated in this condemnation action.

5. That at Closing Respondent King County shall deliver a completed and signed W-9 to Petitioner .

6. That a certified copy of this Stipulated Judgment and Decree of Appropriation, without exhibits, may be filed in the King County Recorder's Office by Petitioner .

7. That Petitioner and Respondent shall perform in good faith the promises, covenants, and undertakings set forth in the Settlement Agreement attached hereto as **Exhibit 3** and remaining to be performed after Closing, including but not limited to Petitioner's promises to construct the Bus Layover Facilities and the Transit Center Improvements provided all contingencies are satisfied as set forth in the Settlement Agreement. If either party fails to perform as required under the Settlement Agreement after Closing then the complaining party may seek enforcement by this Court of this Judgment and the Settlement Agreement consistent with the terms of that agreement.

DONE IN OPEN COURT this _____ day of _____, 2017.

JUDGE LAURA INVEEN

Presented by:

MILLER NASH GRAHAM & DUNN LLP

**Copy received; Notice of Presentation
Waived; Approved as to Form:**

DANIEL T. SATTERBERG
King County Prosecuting Attorney

By _____
Jeffrey A. Beaver, WSBA# 16091
Jacqualyne J. Walker, WSBA# 45355
Attorneys for Petitioner Sound Transit

By _____
Andrew W. Marcuse, WSBA# 27552
Senior Deputy Prosecuting Attorney
Attorneys for Respondent King County



N125 (-140 stalls)

1st Ave NE

Northgate P&R West
(291 stalls)

Northgate
Transit
Center

Northgate P&R East
(458 stalls)

SPG
shared
garage
(280
stalls)

NE 100th St

NE 103rd St




Northgate Mall

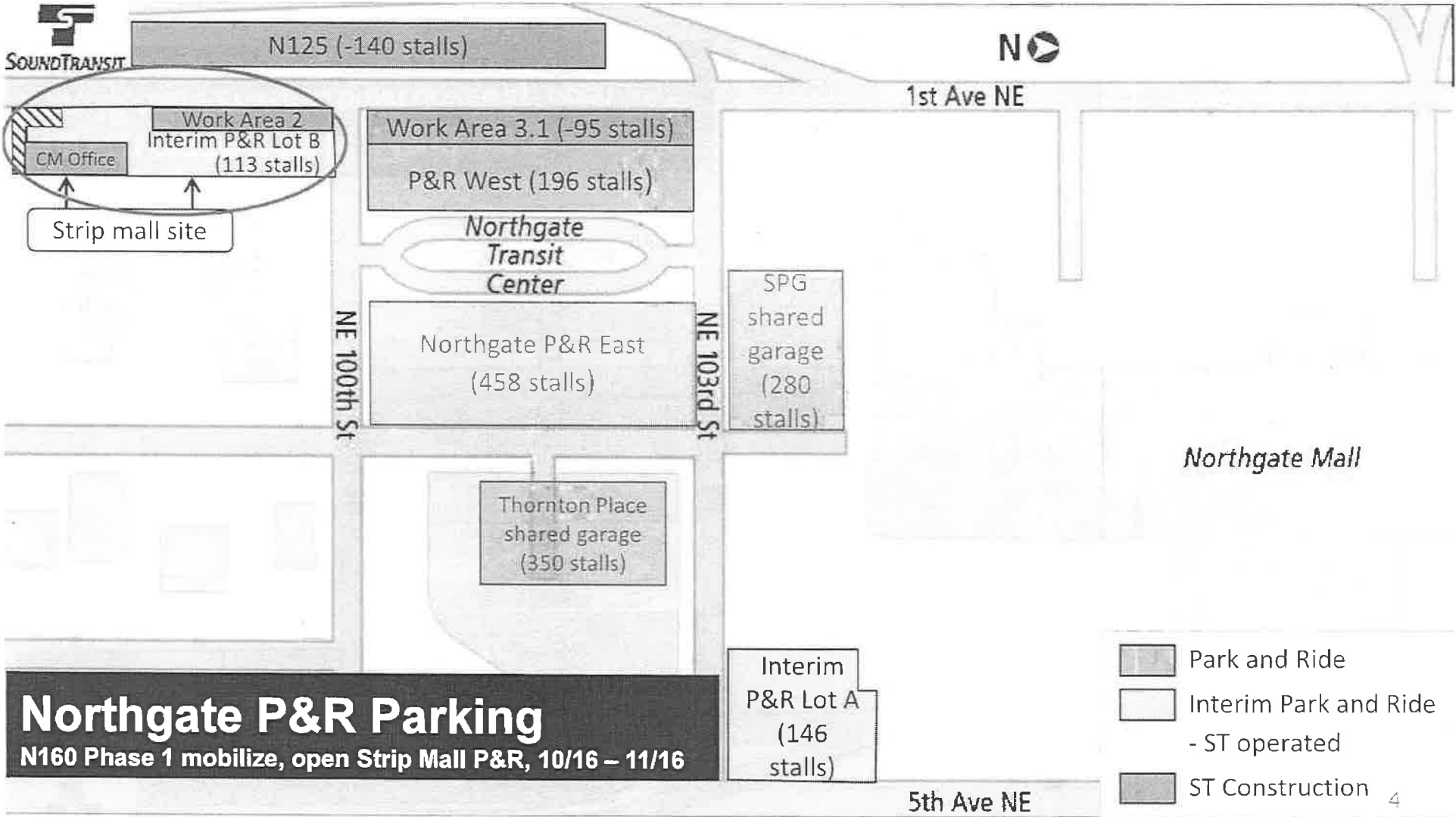
Thornton Place
shared garage
(350 stalls)

Northgate P&R Parking 2014-2015




Interim
P&R Lot A
(161
stalls)

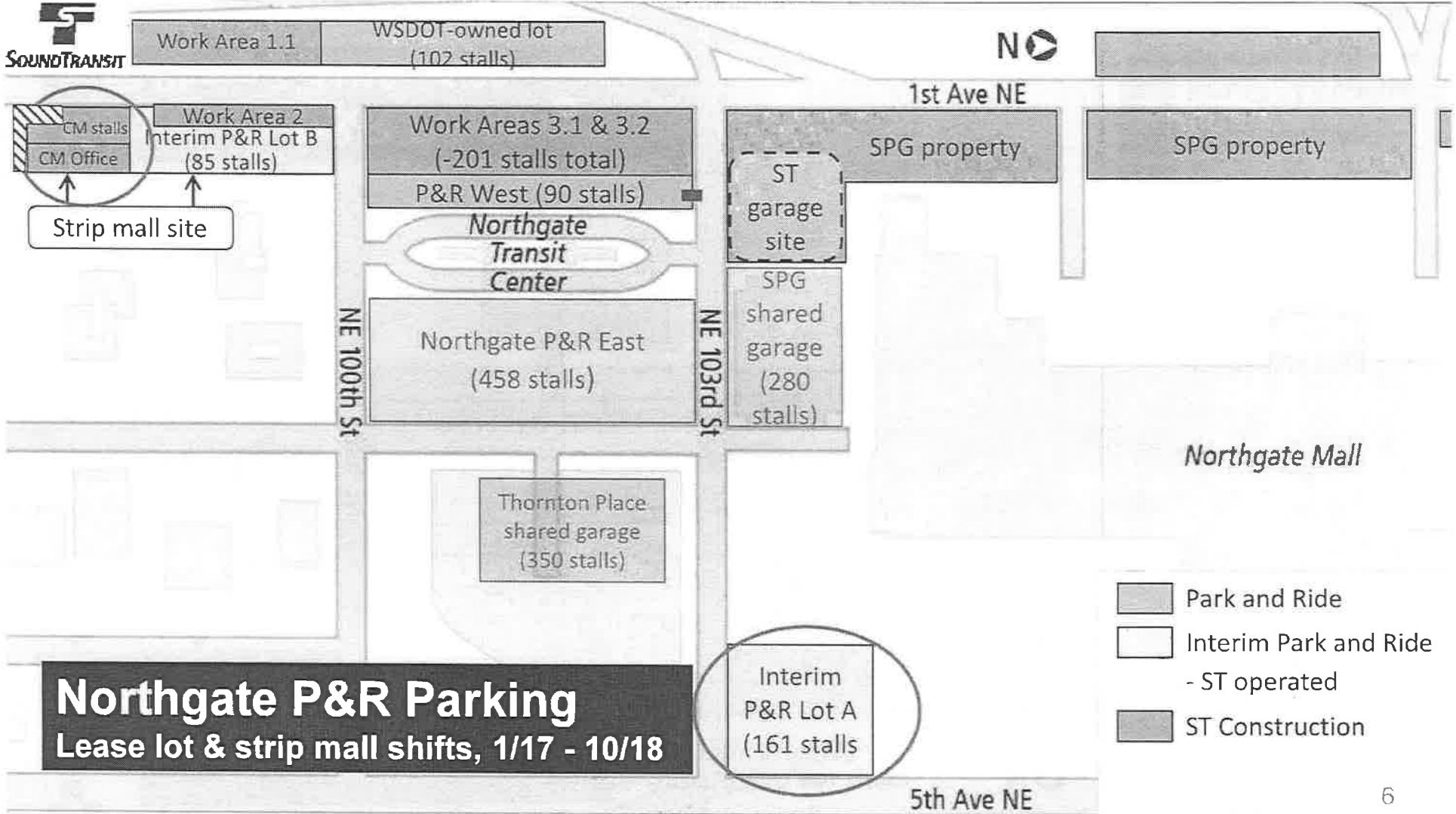
5th Ave NE

-  Park and Ride
-  Interim Park and Ride
- ST operated
-  ST Construction






Northgate P&R Parking
 N160 Phase 1 mobilize, open Strip Mall P&R, 10/16 – 11/16

-  Park and Ride
-  Interim Park and Ride - ST operated
-  ST Construction 4



Northgate P&R Parking
 Lease lot & strip mall shifts, 1/17 - 10/18

-  Park and Ride
-  Interim Park and Ride - ST operated
-  ST Construction



KCM bus layover

WSDOT-owned lot
(102 stalls)

Potential permanent SDOT ped.
bridge/multi-use path facilities



1st Ave NE

ST to determine
future use

Strip mall site

Relocated bus
transit "island"

ST Northgate Station

ST
garage
(450
stalls)

NE 100th St

KCM TOD Site

NE 103rd St

SPG
shared
garage
(280
stalls)

Northgate Mall

Thornton Place
shared garage
(350 stalls)

-  ST light rail station
-  Park and Ride
-  KCM bus operations
-  New ST P&R Garage

Northgate P&R Parking Light rail operation, 2021+

5th Ave NE

EXHIBIT I to the Settlement Agreement -

DEVELOPMENT AGREEMENT

For

DESIGN AND CONSTRUCTION

Of Transit Center and Bus Layover Facilities

Between

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,

a Regional Transit Authority established under RCW Chapter 81.112,

and

KING COUNTY,

a home rule charter county and political subdivision of the State of Washington

Transit Center and Bus Layover Facilities

at Northgate in Seattle, Washington

**DEVELOPMENT AGREEMENT FOR DESIGN AND CONSTRUCTION OF BUS
LAYOVER FACILITIES AND CONSTRUCTION OF TRANSIT CENTER
IMPROVEMENTS**

THIS DEVELOPMENT AGREEMENT FOR DESIGN AND CONSTRUCTION OF BUS LAYOVER FACILITIES AND CONSTRUCTION OF TRANSIT CENTER IMPROVEMENTS ("Agreement") is executed by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under Chapter 81.112 RCW ("Sound Transit") and KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("King County" or "the County"), with reference to the following facts:

RECITALS

1. Sound Transit required certain real property located at 10200 First Ave N.E., Seattle, King County, State of Washington, the legal description of a portion of which is attached hereto as EXHIBITS A and B (the "Real Property"), for its regional light rail system. The Real Property is part of the Northgate Transit Center, which is a regional transit hub. King County intends to redevelop certain other portions of the Northgate Transit Center for transit-oriented development, including but not limited to affordable housing, market-rate housing, public space, and other uses.
2. Sound Transit was authorized to acquire the Real Property through eminent domain under §81.112.070 RCW and Sound Transit Resolution No. R2012-18, dated July 26, 2012. In exercise of that authority, Sound Transit filed that certain petition in eminent domain identified as King County Superior Court Cause No. 15-2-22767-0, captioned as Central Puget Sound Regional Transit Authority v. King County et. al, in which Sound Transit sought to acquire the Real Property in exchange for just compensation.
3. To resolve the eminent domain proceeding identified in Recital 2, Sound Transit and King County entered into a settlement agreement dated _____ (the "Settlement Agreement") in which King County agreed to convey the Real Property to Sound Transit, in consideration of which Sound Transit agreed, in pertinent part, to have its Northgate Link consultants and contractor design and construct certain transit-related capital improvements to be located on the Real Property and to be located on other property owned by the Washington State Department of Transportation but presently leased by Sound Transit (the "WSDOT South Lot"). As identified in the Settlement Agreement, the improvements to be constructed by Sound Transit's contractor include, but are not limited to, transit center improvements on the Real Property, including a bus transit island and roadway (the "Transit Center Improvements") and bus layover and turnaround facilities and driver comfort station on the WSDOT South Lot (the "Layover Facilities"). The improvements comprising the Transit Center Improvements and the Layover Facilities are more fully described in this Agreement and in the exhibits attached to it. The Transit Center and Layover Facilities projects are collectively referred to as the "Project" and each is sometimes referred to as a "Project element."

- A. The Layover Facilities Project cannot impact the toe of the WSDOT slope, except where retained cut is necessary for comfort station building;
 - B. Only minimal construction is permitted beyond the limits of pre-construction park and ride; and
 - C. Construction must adhere to the approximate limits of construction shown in Exhibit R-1.
- 2.2. Design Process-Layover Facilities. Sound Transit will amend its design contract with McMillen Jacobs Associates to design the Layover Facilities, which will be paid by Sound Transit as part of the lump sum amount identified in 2.6.1. The schedule for preparation, submittal, and review of the design drawings and specifications will be generally as outlined in Exhibit R-2. Sound Transit and King County acknowledge that WSDOT review at design milestones for the Layover Facilities may determine when subsequent design phases may begin.
- 2.2.1. *Design Notice to Proceed*. Design Notice to Proceed (NTP) for the Layover Facilities will be issued no later than 30 days following receipt of King County's initial payment, as described in Section 2.6.1.
- A. Within 3 weeks after design NTP, KCM will provide:
 - 1. Any applicable KCM standards for the Layover Facilities project (e.g. lighting standards).
 - 2. Any materials required for comfort station building.
 - 3. Performance requirements if KCM directs the team to a specific mechanical product or unit.
 - 4. Specific mechanical equipment which should be monitored.
 - 5. Specific operational information or modes which require monitoring.
- 2.2.2. King County may participate in all Layover Facilities design meetings with Sound Transit, its Designer, and other design professionals as appropriate in the course of the development of all plans and specifications in order to facilitate the approval of such plans and specifications in accordance with the terms of this Agreement.
- 2.2.3. King County will complete its review of the design stage submittals for compliance with the Layover Facilities Project Requirements in the time frame indicated in the design project change record (Exhibit R-2). King County will select the comfort station building location at the conclusion of King County's review of the Preliminary Comfort Station Layout and Drawings. King County will promptly respond to all questions and concerns raised by Sound Transit or its consultants and contractors. If King County submits reasonable written objections or comments within the time frame identified above, Sound Transit will cause its designer to

2.6. King County Obligations as to Design and Construction of Layover Facilities.

2.6.1. *Payment.* King County will pay Sound Transit for the design and construction of the Layover Facilities in the lump sum amount of \$2,229,365.00, payable according to the following payment schedule:

Milestone Completion	Payment Amount & Date
Initial payment to initiate Layover Project	\$500,000
N160 construction contract change order issued (or NTP for a separately-procured contractor)	\$576,455 / N160 change order issued + 30 days (or if a separate construction contract is procured, then NTP)
Construction 50% Complete	\$576,455 / Notification by ST + 30 days
Acceptance	\$576,455 / Acceptance + 30 days

2.6.2. If the amendment to WSDOT Airspace Lease No. IC #1-17-09367/AA-1-13158 is not executed by April 1, 2018, as described in the Settlement Agreement, (a) Sound Transit will not include the Layover Facilities in its construction contract; (b) King County will make no additional payments beyond the initial installment of \$500,000 (which will compensate Sound Transit for the design work and administration which will have been completed) and will not be responsible for any additional payments identified in the chart above; and (c) the remainder of the obligations in this development agreement will be terminated.

2.6.3. If King County fails to pay any installment of the Fixed Price due hereunder for forty-five (45) days after receiving a past-due notice from Sound Transit, and if such late payment is not excused under this Agreement, then King County shall also pay Sound Transit a late charge equal to one percent (1%) of the amount then owing and past due together with interest on such past due amount at an interest rate of twelve percent (12%) per annum commencing ten (10) days after the date such amount is due until paid. Payment of such late charges and/or default interest shall not excuse or cure any default by King County under this Agreement.

B. Transit Center Improvements Construction

2.7 Construction of Transit Center Improvements. The Parties acknowledge that the design of the Transit Center Improvements is 100% complete and incorporated into the N160 contract for Sound Transit's Northgate Light Rail Station as shown in the Issue for Bid set dated 3/11/2016, a copy of which is on file with the Parties. Sound Transit acknowledges that King County has paid 100% of its share of the cost of the Transit Center Improvements as provided under the Settlement Agreement. Given the 100% design status of the Transit Center Improvements, as of the date of execution of this Agreement the Parties do not anticipate significant King County-Initiated Change Orders (as defined in Section 2.8) to those improvements, but King

alteration or a change that would result in failure to achieve Acceptance of the Project by the Required Completion Date of the Layover Facilities Project, Sound Transit shall obtain King County's prior written approval before implementing any Sound Transit- Initiated Change Order. All Sound Transit-Initiated Change Orders are part of Project Costs and shall be at Sound Transit's sole cost and expense.

- b. With respect to King County-Initiated Change Orders, Sound Transit agrees not to unreasonably withhold or delay its consent to such Change Orders in an amount not to exceed \$220,000 in the aggregate, provided (i) the consent of Sound Transit's Contractor is obtained; (ii) if required, the consent of the bonding company issuing the surety or completion bond is obtained; (iii) the Parties describe the maximum anticipated financial impact in a writing mutually signed; (iv) and if the Change Order relates to the Layover Facilities, the Change Order complies with the amended WSDOT Airspace Lease No. IC #1-17-09367/AA-1-13158; provided, however, that Sound Transit is not required to consent to a Change Order that would disrupt Sound Transit's contractor's construction schedule, sequencing plans, or procurement schedule or cause Substantial Completion of the Project or the N160 contract to be delayed unless the Change Order is required to comply with FTA Requirements.

2.8.2. *Payment of King County-Initiated Change Orders.* All costs and expenses of King County-Initiated Change Orders shall be the responsibility of King County. Costs and expenses of King County-Initiated Change Orders shall include any costs and expenses of the Designer and other consultants to prepare and review the Change Order, the costs and expenses incurred by Sound Transit to obtain, revise, or amend Permits for the Change Order, the costs and expenses to construct the Change Order, any other costs or expenses chargeable by the General Contractor under the N160 construction contract in connection with the Change Order, and if the Change Order results in an extension of the time period for construction or other impact to the construction, any additional construction costs incurred by Sound Transit for the construction of the Project or either of its individual elements. Additional cost, if any, attributable to such Change Order shall be paid upon Acceptance of the work associated with such Change Order.

2.8.3. *Amendments to Contract Documents.* In the event Sound Transit desires to amend the architect's agreement with the Designer, the N160 construction contract with the General Contractor, any Contract Document, or any other document, contract, or agreement entered into in connection with the Project that would result in a material change in work or materials from those specified in the Project Requirements or which would result in a material change in appearance, diminution in quality of the Project, or increase the costs of operating and maintaining the Transit Center Improvements or the

County personnel with access to Sound Transit's active project documents through SharePoint or a similar electronic document access portal.

- 2.9.3. Notwithstanding any other provision of this Agreement to the contrary, King County is under no obligation to design, construct or supervise construction of the Project or either of the Project elements. It is understood and agreed that King County's rights to inspect the Project under this Agreement are for the sole purpose of protecting its interest as King County and as beneficiary and end-user of the transit-related improvements contemplated under this Agreement. King County's approval of any plans and specifications, Construction Contracts, or service contracts for the Project or either of the Project elements shall not be construed by King County as a guaranty of sufficiency of the work. King County's right of inspection as provided in this Agreement shall not constitute any representation or warranty, express or implied, or any obligation of King County to insure that work or materials are in compliance with the plans and specifications or any building requirements imposed by a governmental agency. King County is under no obligation or duty and disclaims all responsibility to pay for the cost of construction of the Project or Project elements, other than the lump sum amount identified above and as described in Section 2.6 (except as provided in (i) Section 2.3, (ii) Section 2.5, (iii) 2.8.1, and (iv) any indemnity obligations); provided, however, that if King County fails to reasonably identify deviations from the Project Requirements at the various design review stages or in the development of the punch list at Substantial Completion and if such failure results in additional costs to Sound Transit, King County will be responsible for such added costs, in addition to the lump sum amount identified above. King County is not responsible to the Contractors or any subcontractors under the Construction Contracts or any other third parties for any purpose whatsoever.

2.10. Completion of the Project.

- 2.10.1. *Inspection by King County.* King County shall have the right to inspect the on-going construction of the Project and the Contract Documents upon reasonable prior notice to Sound Transit. In addition, King County shall have the right to have an independent consulting architect, engineer, or other appropriate consultant inspect the Project and the Contract Documents. King County's agents, employees, and representatives shall comply with General Contractor's work site safety requirements in connection with such inspections.
- 2.10.2. *FTA Grant Requirements.* King County has advised Sound Transit that it has secured grant funding, including Federal Transit Administration funding (the "FTA Grant") which King County intends to use to pay the Fixed Cost. Sound Transit has provided King County a copy of the FTA requirements that it imposes on its contractor through the contract and King County has assured itself

such Other Improvements. Nothing contained in this Agreement shall create any duty or obligation in King County regarding such Other Improvements.

- 2.11. Sound Transit Obligations. Within 30 days of Acceptance of the Project or either of the Project elements (or within 10 days of receiving the same from the Contractor if the Contractor fails to provide the same within 30 days of Acceptance), Sound Transit shall obtain and submit to King County, the following:
- 2.11.1. *As-built Plans*. PDFs of Contractor markups. Final as-built plans will be provided in electronic form in CAD format to King County within 12 months of Acceptance of the Project.
 - 2.11.2. *Manuals*. All technical and service, instruction, procedure, or other manuals relating to the operation and maintenance of all HVAC systems and other mechanical devices and equipment installed in the Project or Project element, except insofar as relating to King County's personal property.
 - 2.11.3. *Warranties*. Sound Transit shall cause the General Contractor to secure for the benefit of King County all warranties, guarantees, maintenance contracts, and machinery and equipment warranties of the work provided by Contractors, suppliers, materialmen, and manufacturers of components of the Layover Facilities or the Transit Center Improvements. Upon Acceptance of the Project or Project element, Sound Transit shall cause the General Contractor to assign such warranties to King County. After Acceptance of the Project or Project element and during the Warranty Period, Sound Transit shall assist King County to enforce any warranties or guarantees with respect to the Project or Project element upon request. **Sound Transit makes no other warranties, express or implied, with respect to the Project or either of the Project elements. The only warranties available to the County are those provided by Sound Transit's consultants and contractors, as provided in their respective contracts with Sound Transit and as assigned to King County.**
 - 2.11.4. *Permits and Licenses*. The originals (if not posted at the Project) of all Permits, licenses, and other approvals necessary for the occupation, use, and operation of the Project or either Project element.
 - 2.11.5. *As-Built Survey*. Sound Transit's contractor will provide King County with whatever land engineering work it performs or as-built plans prepared under the N160 contract documents.
 - 2.11.6 *Payment and Performance Bonds*. Sound Transit shall obtain payment and performance bonds, and insurance from the general contractor for the Project as required under the N160 contract documents. Within 60 days of contract execution, Sound Transit will provide King County with copies of the bonds and insurance documentation required under the N160 contract.

5. Maintenance and Repair of Project Elements After Substantial Completion.

- 5.1 Layover Facilities. Except as otherwise expressly provided herein and except for Punch List work and Warranty claims for which Sound Transit is responsible and except for damage caused by the negligent acts or omissions of Sound Transit, its officers, employees, agents, contractors, and/or subcontractors of all tiers, from and after Substantial Completion of the Layover Facilities, King County shall, at King County's sole cost and expense, maintain the Layover Facilities and appurtenances and every part thereof and will perform all interior and exterior, structural and non-structural, foreseen and unforeseen, ordinary and extraordinary, maintenance and repairs of the Layover Facilities. Except as otherwise expressly provided herein and except for Punch List items which Sound Transit shall have its contractor complete, from and after the date of Substantial Completion Sound Transit shall not be required to pay for the cost required to maintain all or any part of the Layover Facilities.
- 5.2 Transit Center Improvements. From and after Substantial Completion of the Transit Center Improvements, maintenance, operation and repair of the Transit Center Improvements shall be covered by the Good Neighbor Policy as stated in Section 2.3.3 of the Settlement Agreement between the Parties.

6. Indemnification / Insurance.

- 6.1. Insurance. King County and Sound Transit must each maintain their standard insurance coverages (or self-insurance programs) throughout the term of this Agreement. Sound Transit shall maintain its Owner Controlled Insurance Program (OCIP) for the Northgate Link Extension Light Rail Project substantially as described in that certain insurance manual with a revision date of November 18, 2015, a copy of which is on file with the Parties. Sound Transit shall provide King County an updated copy of its OCIP insurance manual for the Northgate Link Extension Light Rail Project whenever Sound Transit amends, updates, or revises that manual. King County shall be named as additional insured on the aforementioned OCIP.
- 6.2. Consultant/Contractor Insurance. King County has reviewed the insurance requirements in Sound Transit's already-awarded design contracts and the advertised construction contracts. Sound Transit must require its design and construction contractors to maintain the required insurance coverages, and to include the design and construction scope of work associated with the Layover Facilities and Transit Center Improvements within the scope of those coverages, throughout the duration of the Project.
- 6.3. Waiver of Subrogation. Sound Transit and King County agree that neither shall make a claim against or seek recovery from the other Party for any loss or damage to their property, or the property of others resulting from perils for which property insurance coverage is provided, or required to be provided hereunder and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage. Such waiver is conditioned upon the Parties' ability to enter into such a waiver and is valid only to the extent allowed by their respective insurers.

of the negligence of King County and its officers, employees, and agents, or any of them. **King County agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose only, King County, by mutual negotiation, hereby waives, as respects Sound Transit only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.** In the event Sound Transit incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from King County.

- 6.7. Notice of Claim. Any Party making a claim for indemnification (an "Indemnified Party") must give the Party from whom indemnification is sought (an "Indemnifying Party") written notice of such claim (an "Indemnification Claim Notice") promptly after the Indemnified Party receives any written notice of any action, lawsuit, proceeding, investigation, or other claim (a "proceeding") against or involving the Indemnified Party by a government entity or other third party, or otherwise discovers the liability, obligation, or facts giving rise to such claim for indemnification; provided that the failure to notify or delay in notifying an Indemnifying Party will not relieve the Indemnifying Party of its obligations except to the extent that the Indemnifying Party's ability to defend against such claim is actually prejudiced thereby. Such notice shall contain a description of the claim and the nature and amount of such loss (to the extent that the nature and amount of such loss is known at such time).
- 6.8. Survival of Indemnity Obligations. The Parties' mutual indemnity and hold harmless obligations will survive the termination of this Agreement.
- 6.9. Relation to Indemnities Under Temporary Construction Easements.
 - 6.9.1 The indemnities in this Agreement apply to design and construction of the Project and the Project Elements consisting of the Layover Facilities and the Transit Center Improvements, and also to claims arising out of or relating to the presence or acts or omissions of King County or Sound Transit or their respective officers, employees, or agents on the WSDOT South Lot during construction of the Layover Facilities.
 - 6.9.2 The Parties intend that the indemnity provisions of any temporary construction easement or easements executed by the Parties and relating to the Northgate Transit Center shall govern the Parties' indemnity and hold harmless duties arising out of or relating to the activities and other matters contemplated under those easements. Those indemnities shall apply to design and construction of all improvements to be made under the N160 contract on the Real Property, and also to claims arising out of or relating to presence or acts or omissions of Sound Transit or its officers, employees, or agents on the Real Property during construction of all improvements

Airspace Lease No. IC #1-17- 09367/AA-1-13158 not being executed by April 1, 2018. The Parties each affirmatively waive their respective right to terminate this Agreement for default, and the Parties further covenant that in every instance where the waived remedy of termination for default might otherwise apply, the Parties shall rely on the other remedies available to them under this Agreement or otherwise at law or in equity, including but not limited to the remedies of money damages and of specific performance.

- 8.1.2. Disputes arising between the Parties to this Development Agreement shall be addressed using the dispute resolution procedures set forth in Article 6 of the Settlement Agreement, which Article is incorporated by this reference as if fully set forth herein.
- 8.2. Attorneys' Fees. In the event either Party requires the services of an attorney in connection with enforcing any of the terms of this Agreement, or in the event suit is brought for the recovery of any amount due under this Agreement or for the breach of any covenant or condition of this Agreement, the prevailing Party will be entitled to a reasonable sum for attorneys' fees, witness fees, and court costs, including costs of appeal.
- 8.3. Entire Agreement. This Agreement, together with the Settlement Agreement and Exhibits A, B, R-1, and R-2 attached hereto and by this reference incorporated herein, set forth the entire agreement of the Parties as to the subject matter hereof and supersedes all prior discussions and understandings between them. This Agreement may not be amended or rescinded in any manner except by an instrument in writing signed by a duly authorized officer or representative of each Party hereto.
- 8.4. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. In the event any action is brought to enforce any of the provisions of this Agreement, the Parties agree to be subject to exclusive in personam jurisdiction in the King County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively in King County, Washington.
- 8.5. Severability. Should any of the provisions of this Agreement be found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.
- 8.6. Waiver. No waiver of any right under this Agreement shall be effective unless contained in writing signed by a duly authorized officer or representative of the Party sought to be charged with the waiver and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any future right or of any other right arising under this Agreement.
- 8.7. Notices. All notices or requests required or permitted under this Agreement shall be in writing, and shall be personally delivered, or sent

- 8.8. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, as well as such assigns as may be permitted.
- 8.9. Authority. Sound Transit is a regional transit authority, duly organized under Chapter 81.112 RCW, validly existing and in good standing under the laws of the State of Washington. King County is a home rule charter county and political subdivision of the State of Washington. By execution of this Agreement, Sound Transit and King County each represent to the other that it has authority to enter into this Agreement and perform its obligations hereunder.
- 8.10. Nature of Relationship. The relationship between Sound Transit and King County under this Agreement shall be solely that of parties to a contract for the design and construction of improvements to real property. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between Sound Transit and King County. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any other person, firm, organization or corporation, nor shall any other person, firm, organization, or corporation have any right or cause of action hereunder.
- 8.11. No Third Party Rights. The provisions of this Agreement are intended solely for the benefit of, and may only be enforced by, the Parties hereto, and their respective successors and permitted assigns. None of the rights or obligations of the Parties herein set forth (or implied) is intended to confer any claim, cause of action, remedy, defense, legal justification, indemnity, contribution claim, set-off, or other right, whatsoever upon or otherwise inure to the benefit of any Contractor, Designer, subcontractor, worker, supplier, mechanic, architect, insurer, surety, guest, member of the public, or other third parties having dealings with either of the Parties hereto or involved, in any manner, in the Project.
- 8.12. Accounting, Inspection, and Audit. Sound Transit shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. King County may, at its sole discretion, from time to time whether before or after the Final Completion Date, inspect all books and records of Sound Transit or any Contractor relating to the Project, make copies of all such books and records and/or elect to have an audit conducted to verify Project Costs. If King County so elects to conduct such an audit, it shall give notice to Sound Transit, and such audit shall be conducted as soon thereafter as is reasonably feasible. Such audit shall be conducted by an auditor selected by King County, and King County shall, except as hereinafter provided, pay the cost of such audit. This Agreement shall be considered a public document and this Agreement and all books and records of Sound Transit or any Contractor relating to the Project will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act"). If Sound Transit considers any portion of any record provided to King County under this Agreement, whether in electronic or hard copy form, to be protected under law, Sound Transit shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of such portion, King County will determine

SIGNATURES APPEAR ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth below.

SOUND TRANSIT:

By: _____

Name: _____

Title: _____

Date _____, 2017

KING COUNTY:

APPROVED AS TO FORM:

KING COUNTY, a political subdivision of the State of Washington

By: _____

Senior Deputy Prosecuting Attorney

By: _____

Name: _____

Title: _____

Date _____, 20

Date _____, 2017

Exhibit A to the Development Agreement - Legal Description

R/W No. NG-781 & NG-783
PTN 3226049424 & PIN 3226049002
King County

Grantor's Entire Parcel:

NG-781:

THE WEST 195 FEET OF THE NORTH 560 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; EXCEPT THE WEST 30 FEET THEREOF; EXCEPT THE NORTH 30 FEET THEREOF; AND EXCEPT THE WEST 16 FEET OF THE EAST 19 FEET OF THE NORTH 3 FEET OF THE REMAINDER THEREOF AS CONVEYED TO THE CITY OF SEATTLE FOR STREET PURPOSES BY DEED RECORDED UNDER RECORDING NUMBER 8212100698.

NG-783:

PARCEL "A":

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SUBDIVISION AND THE NORTH MARGIN OF NORTHEAST 100TH STREET;
THENCE NORTH 88°16'50" WEST ALONG SAID MARGIN 119.23 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 88°16'50" WEST 52.93 FEET ALONG SAID NORTH MARGIN TO THE POINT OF CURVATURE OF A TANGENT 267.00 FOOT RADIUS CURVE TO THE RIGHT;
THENCE WESTERLY ALONG SAID CURVE AND MARGIN 109.77 FEET TO A POINT OF REVERSE CURVATURE WITH A TANGENT 333.00 FOOT RADIUS CURVE TO THE LEFT;
THENCE WESTERLY ALONG SAID CURVE AND MARGIN 136.91 FEET TO A POINT OF TANGENCY;
THENCE NORTH 88°16'50" WEST ALONG SAID MARGIN 55.29 FEET TO THE EAST MARGIN OF NORTHEAST 1ST AVENUE;
THENCE NORTH 0°36'30" EAST ALONG SAID EAST MARGIN 19.41 FEET TO THE SOUTH LINE OF THE NORTH 560 FEET OF SAID SUBDIVISION;
THENCE SOUTH 88°16'18" EAST ALONG SAID SOUTH LINE 165.03 FEET TO THE EAST LINE OF THE WEST 195.00 FEET OF SAID SUBDIVISION;
THENCE NORTH 0°36'30" EAST ALONG SAID EAST LINE 530.10 FEET TO THE SOUTH MARGIN OF NORTHEAST 103RD STREET;
THENCE SOUTH 88°16'18" EAST ALONG SAID MARGIN 301.41 FEET TO THE EAST LINE OF THE WEST HALF OF THE EAST HALF OF SAID SUBDIVISION;
THENCE SOUTH 0°37'27" WEST ALONG SAID EAST LINE 10.00;
THENCE NORTH 88°16'18" WEST 119.39 FEET;
THENCE SOUTH 0°36'30" WEST ON A LINE PARALLEL TO THE WEST LINE OF SAID SUBDIVISION 589.42 FEET TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS LOT A, CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NUMBER 8801045, RECORDED UNDER RECORDING NUMBER 8908150721, IN KING COUNTY, WASHINGTON.)

TOGETHER WITH PORTION OF VACATED NORTHEAST 100TH STREET ADJOINING AS VACATED UNDER CITY OF SEATTLE ORDINANCE NUMBER 114943.

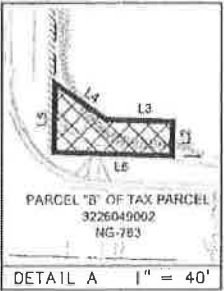
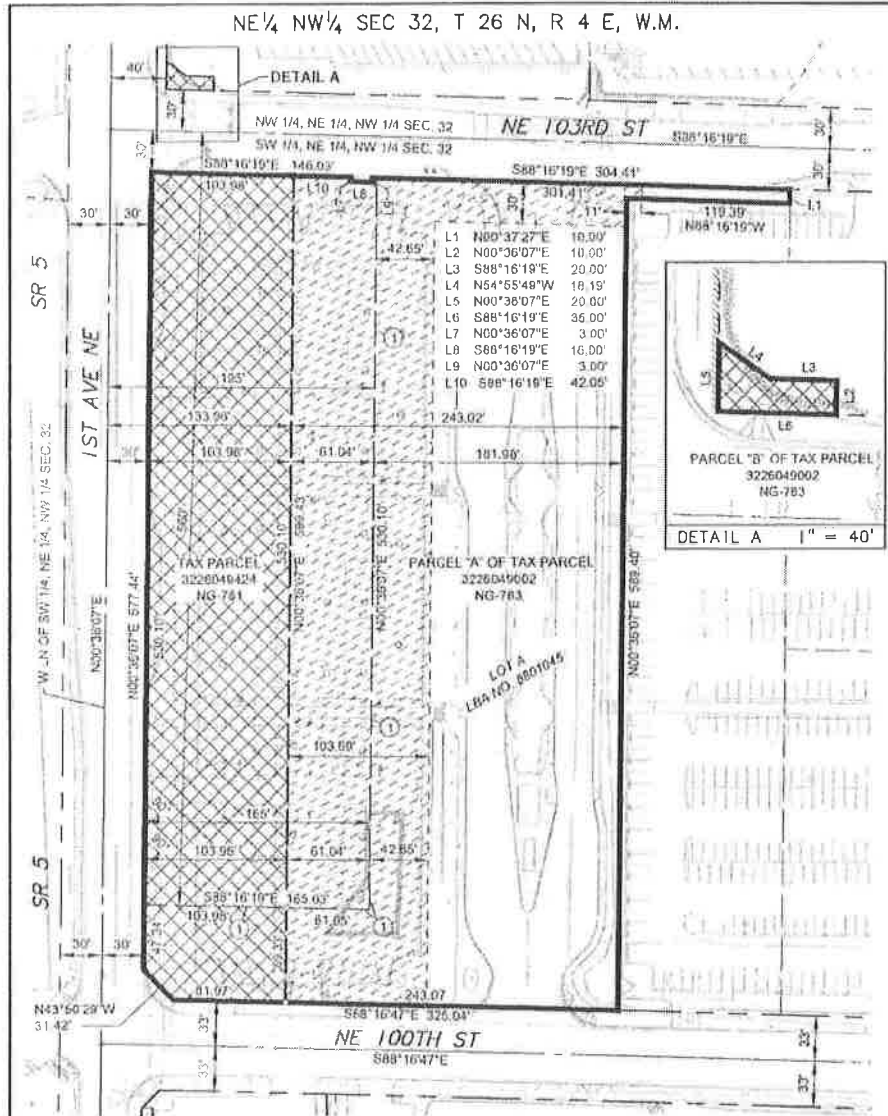
PARCEL "B":

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST MARGIN OF 1ST AVENUE NORTHEAST AND THE NORTH MARGIN OF NORTHEAST 103RD STREET;
THENCE NORTH 00°36'30" EAST ALONG SAID EAST MARGIN 20.00 FEET;
THENCE SOUTH 54°55'4" EAST 18.19 FEET;
THENCE SOUTH 88°16'18" EAST PARALLEL WITH SAID NORTH MARGIN 20.00 FEET;
THENCE SOUTH 00°36'30" WEST PARALLEL WITH SAID EAST MARGIN 10.00 FEET TO SAID NORTH MARGIN;
THENCE NORTH 88°16'18" WEST ALONG SAID NORTH MARGIN 35.00 FEET TO THE POINT OF BEGINNING.

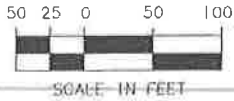
Earl J. Bone 1/22/16

NE 1/4, NW 1/4 SEC 32, T 26 N, R 4 E, W.M.



LEGEND	
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	TCE TEMPORARY CONSTRUCTION EASEMENT

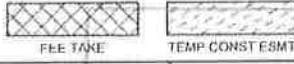
① TAX PARCEL BOUNDARIES



NAD 83 (91)



SCALE - IN FEET



SOUND TRANSIT

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 209,317 SF	CONST ESMT AREA: 66,397 SF
FEE TAKE: 82,901 SF	
REMAINDER: 146,816 SF	
PARCEL MAP	
R/W NOS. NG-781 & NG-783	
ASSESSOR NO.: 3226049424 & 3226049002	DATE: 1/22/16
OWNER: KING COUNTY METRO	
BLOCK NO.:	LOT NO.:
CITY OF SEATTLE KING COUNTY, WA	

Exhibit B to the Development Agreement - TCE Depiction

NE 1/4 NW 1/4 SEC 32, T 26 N, R 4 E, W.M.

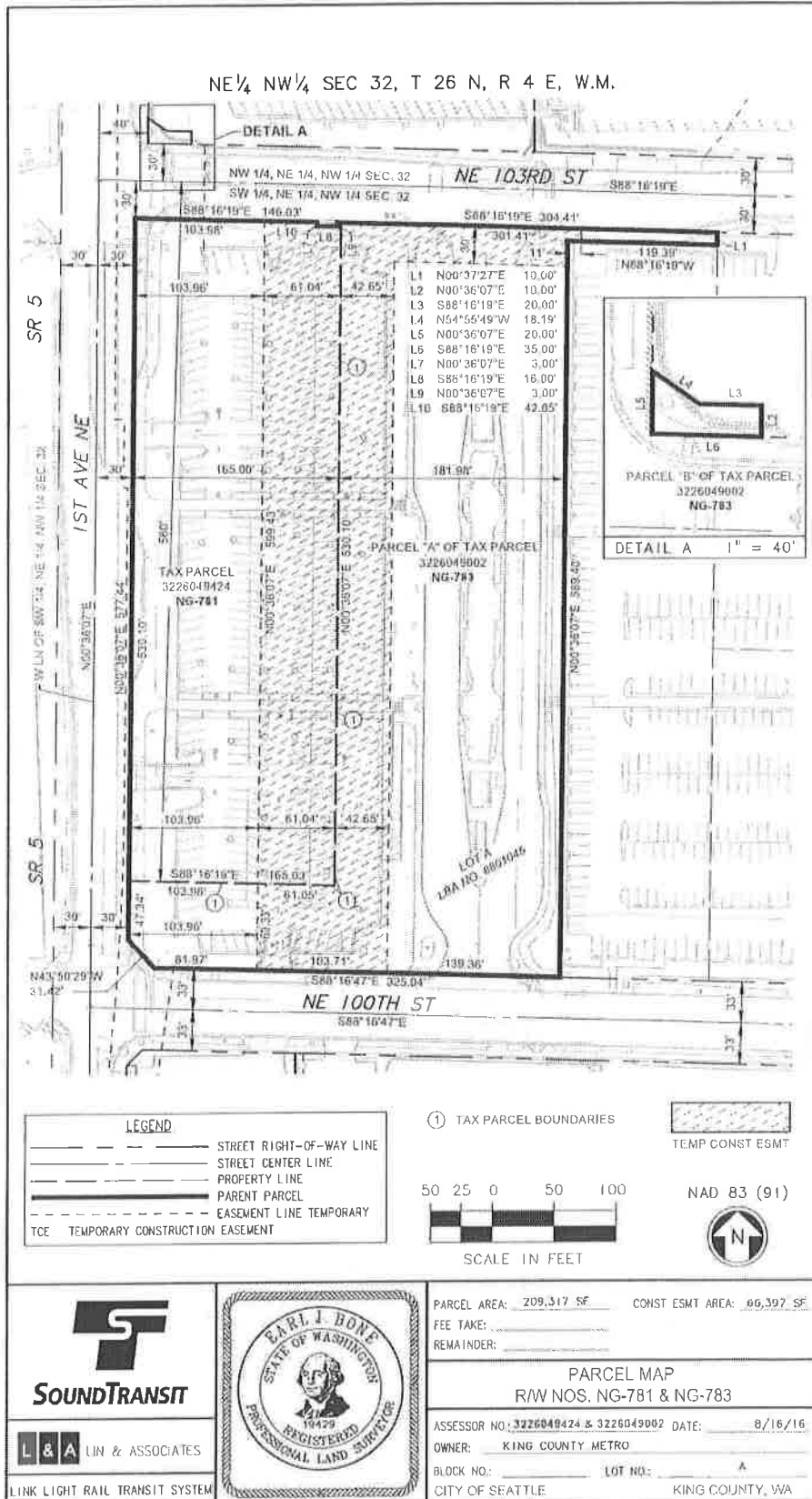
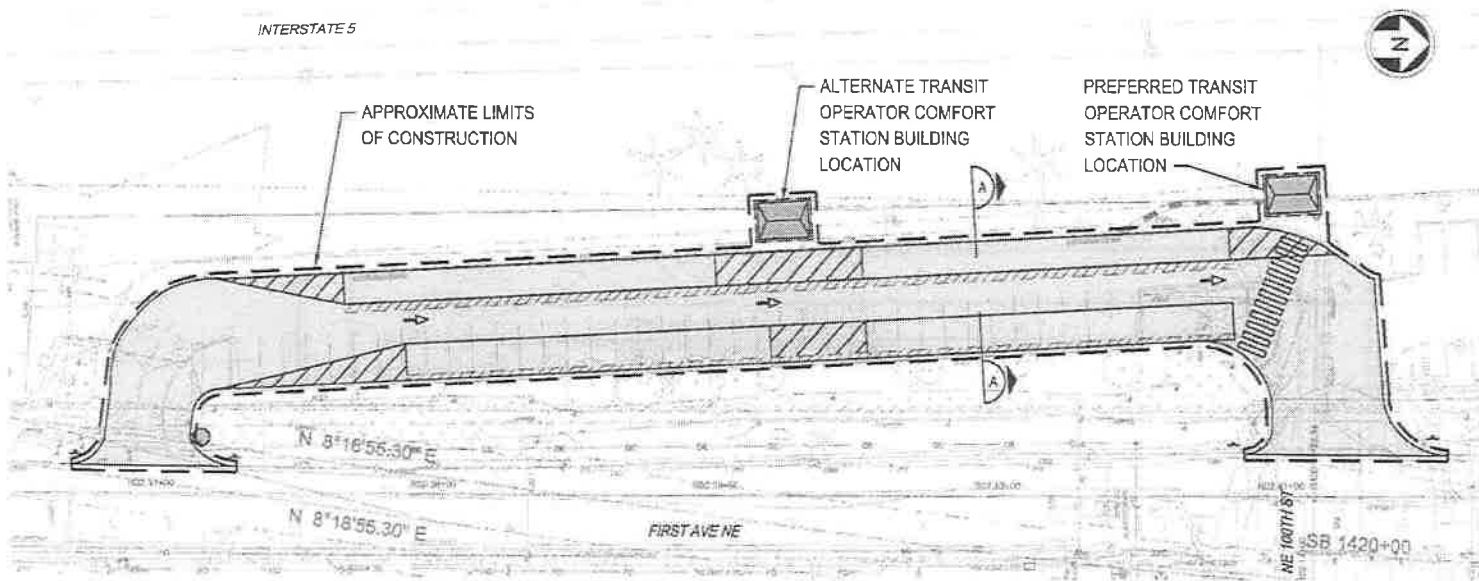


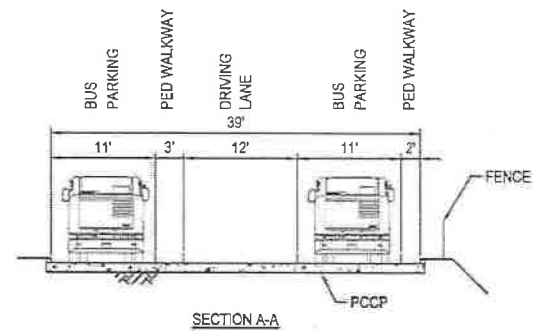
Exhibit R-1 to the Development Agreement - Bus Layover Concept Plan



PCCP COMFORT STATION

BUS LAYOVER FACILITY SHALL INCLUDE THE FOLLOWING (PROJECT REQUIREMENTS):

- ① PORTLAND CEMENT CONCRETE (PCC) PAVEMENT WITH INTEGRAL PCC CURBS AS SHOWN PER PLAN AND SECTION.
- ② TEMPORARY EROSION AND SEDIMENTATION CONTROL AND PERMANENT STORMWATER CONVEYANCE, CONTROL AND WATER QUALITY SYSTEM MEETING CURRENT JURISDICTIONAL CODES OR APPROVED VARIANCES.
- ③ LANDSCAPING AND IRRIGATION MEETING CURRENT JURISDICTIONAL CODES AND/OR NECESSARY FOR NEW PLANT ESTABLISHMENT.
- ④ PAVEMENT STRIPING, MARKINGS, RAISED PAVEMENT MARKERS, AND SIGNAGE NECESSARY FOR CLOCK-WISE BUS TRAVEL THROUGH THE FACILITY AND AS REQUIRED BY KING COUNTY METRO TRANSIT AND LOCAL JURISDICTIONAL CODES, INCLUDING BUT NOT LIMITED TO BUS PARKING SPACES, PEDESTRIAN WALKWAYS, PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL, AND FACILITY REGULATORY AND INFORMATION SIGNS.
- ⑤ AREA LIGHTING TO MEET LOCAL JURISDICTIONAL CODES AND KING COUNTY METRO TRANSIT STANDARDS, WHICHEVER IS MORE STRINGENT.
- ⑥ TRANSIT OPERATOR COMFORT STATION BUILDING AT LOCATION SHOWN AND PER SCHEMATIC BUILDING PLAN ATTACHED TO THIS AGREEMENT. EXACT LOCATION OF BUILDING TO BE APPROVED BY METRO TRANSIT AS PROVIDED IN THE DEVELOPMENT AGREEMENT. FINAL PLANS AND MATERIAL SUBMITTALS SHALL BE APPROVED BY METRO AS PROVIDED IN THE DEVELOPMENT AGREEMENT.
- ⑦ UTILITIES AND CONNECTIONS, INCLUDING ELECTRICAL, WATER, FIBER, AND STORM & SANITARY SEWERS.
- ⑧ COORDINATION AND INTEGRATION OF THE BUS LAYOVER FACILITY WITH THE CITY OF SEATTLE'S PEDESTRIAN & BICYCLE BRIDGE OVER I-5, FIRST AVE NE PROTECTED BIKE LANE (PBL), AND NE 100TH STREET PBL, AS APPROVED BY KING COUNTY METRO TRANSIT AS PROVIDED IN THE DEVELOPMENT AGREEMENT.



NORTHGATE STATION METRO CONCEPT LAYOVER PLAN	King County Department of Transportation

King County Department of Transportation, 4700 132nd Avenue SW, Burien, WA 98148, (206) 835-3333, www.kingcounty.gov

Development Agreement
Northgate Transit Center and Bus Layover Facilities

Exhibit R-2
Bus Layover Project Change Record

- e) The design team assumes ST, KCM, and SDOT will continue coordination to review and approve final site access and circulation.
 - f) ST, KCM, and SDOT will continue coordination of the cycle track treatment at the driveways, but it is assumed that the current alignment provided by SDOT is set.
 - g) Proposal assumes that ST will incorporate and filter KCM comments prior to delivery to the Design Team. Filtering will include review and discussion between ST and KCM regarding Scoping or requests for major program changes for 60%, 90% and 100% comments.
- 2) Environmental and Permitting:
- a) KCM will be the lead agency regarding the acquisition of an airspace lease from WSDOT for use of property for the bus layover facility. The design team will support KCM in the following tasks:
 - i) The Permanent Airspace Space Lease (ASL) and Temporary Construction Airspace Lease (TCAL) exhibits.
 - ii) The Design Approval/Project Development Approval (DA/PDA) Documentation to support the change of use from Transit Park and Ride to the Bus Layover Facility.
 - iii) General coordination with WSDOT including the transmittal of submittals to WSDOT for their review.
 - iv) The proposal assumes meetings between KCM, ST, WSDOT and the Final Design team will occur prior to the start of DA/ PDA Documentation to confirm the approach for this documentation. These meetings are assumed to occur at the start of 30% design
 - b) Additional permit modification requirements (outside of the Design Documentation and Temporary Construction Airspace Lease/ Airspace Lease (TCAL/ASL) Modifications) will be the responsibility of ST. Assistance with the permit modifications will be provided by the design team as required. Work will include permit and graphic support to ST for third party reviews and coordination regarding permit applications, including, but not limited to, the following:
 - Permit modification with Corp and WDFW (JARPA)
 - Coordination with Muckleshoot Tribe
 - Amend in-lieu fee (ILF) use plan
 - c) ST will submit the JARPA permit application revision with exhibit support from the design team.
- 3) Survey
- a) Additional survey work will be required to ascertain the current state of the site and existing utility structures.
 - b) The work assumes that the N125 placed concrete construction pad will be removed, and the site will be restored to the existing park and ride condition.
- 4) Civil
- a) The current N160 design of the soldier pile wall along the east side of the S Watercourse will be retained to accommodate the cycle track, but modified at the north and south ends to accommodate the bus movement into and out of the Bus Layover Facility.
 - b) The jurisdictional ditch north end will also require modification.
 - c) Assumes the S Watercourse basin will be required to handle water flows which are currently calculated in the N160 Drainage report.

- a) Assumes the KCM provided program will be finalized and incorporated based on the field tour on August 24, 2015. All program direction will be through ST.
 - b) Assumes the 30% configuration submittal will be approved by KCM and will be the final configuration for the 90% and 100% submittals.
 - c) Direction on the location of the comfort station will be provided two weeks after notice of a preliminary design for incorporation into the 30% design.
 - d) KCM will provide detailed program sketches or descriptions of the operators counter, real time trip monitor, and the IT cabinet.
- 9) Mechanical
- a) Assumes the conditioned spaces will be controlled by a heat pump system, per the KCM program documents. This will be pursued unless there is a fatal flaw in the heat pump design. Unit assumes a KCM approved split system (with internal and external components).
 - b) KCM will confirm all heat loads and temperature set points two weeks after the preliminary design review.
 - c) Fire protection is assumed not to be required for this building size and occupancy.
 - d) Assumes KCM will provide information regarding communication connections and building equipment monitoring within three weeks after NTP. Specific information includes:
 - i) Specific performance requirements if KCM directs the team to a specific mechanical product or unit.
 - ii) Specific mechanical equipment which should be monitored
 - iii) Specific operational information or modes which require monitoring.
- 10) Electrical and BMS
- a) The work assumes the current N111 conduit connections crossing 1st Ave NE are the final POC for underground utilities to the site and building.
 - b) Assumes that KCM will confirm and provide requirements for any building or equipment monitoring systems for the project.
 - c) SCL requirements for electrical service will be determined and coordinated by ST, the design team and KCM.
 - d) Assumes KCM will confirm the space requirements three weeks after the preliminary design review. This will include any spare conduit and all operation, communication and security requirements, including site lighting.
 - e) Assumes that two site lighting circuits will be required to provide full lighting as well as security lighting. Lighting controls will be by time clock and will be photocell capable.
- 11) DSDC
- a) The 100% submittal is assumed to be the final submittal. After 100% comments are incorporated, the documents will be used for the Change Order.
 - b) Design Services During Construction (DSDC) are not included in this proposal.

Scope of Work:

Task 0100: Project Control

Activities

1. Coordination with ST and KCM to provide an approved and integrated design. ST will coordinate and organize meetings with KCM.
2. Design work to coordinate with the existing N160 contract documents. See Task 1418 for packaging assumptions.
3. Meetings and Presentations with ST and KCM. Presentations will be based on contract and design drawings. Formal rendered drawings or presentations are not part of this proposal.

Deliverables

1. Project reports and invoicing.
2. Project meeting notes and agendas.
3. Project meeting participation.

Task 0330: Geotechnical Analysis and Reporting

Activities

1. Geologic Interpretation – based on the results of field explorations and laboratory testing interpreting the geologic stratigraphy of the KCM Bus Layover Site, a geologic profile of the site will be developed.
2. Gather existing boring logs and geotechnical data.
3. Support of Excavation – develop lateral pressures and groundwater control, both temporary and permanent.
4. Provide foundation recommendations.
5. Interpret and apply DCM Seismic Criteria.

Deliverables

1. Geotechnical Considerations Report as a design document in a format suitable for the 90% submittal.
2. Geotechnical Data Report, which includes (where applicable):
 - a. Description of field activities
 - b. Plan of boring locations
 - c. Logs of borings
 - d. Results of hydrogeological testing
 - e. Results of laboratory testing
 - f. Other factual data

Task 1000: Cost Estimating

Activities

1. Prepare detailed estimates in CSI format. Each estimate submittal shall include quantity calculations, unit price quotes, price buildup calculations, and development of lump sum amounts in a binder with dividers separating bid items. This estimate back-up shall be submitted to Sound Transit at the time of submittal. The estimates will be prepared as follows for the submittals listed below:
 - a. 30% Estimate: Develop a cost estimate based on the 30% Design Submittal.
 - b. 60% Update: Provide an update to the 30% Estimate based on a 60% review of the quantities and costs.
 - c. 90% Estimate: Develop a cost estimate based upon the 90% Design Submittal.
 - d. 100% Update: Provide cost estimate based upon the 100% submittal and comments.

Deliverables

1. 30%, 60%, 90%, and 100% cost estimates.

Task 1100: Quality Checking and Quality Assurance

Activities

1. Independent quality checks on scope compliance, CAD compliance, and technical content of drawings, specifications, and calculations will be required. These checks will be performed by qualified personnel, independent of production of the work being checked. The following submittals will be check as follows:
2. 60% design submittal per the FDQM.
3. 90% design submittal per the FDQM.
4. 100% design submittal per the FDQM.

Deliverables

1. Quality Assurance documents, per the FDQM.
2. Responses to the ST Comment Log.

Task 1403: Landscape Finishes

Activities

1. Provide landscape design work to revise the S Watercourse habitat and perimeter conditions surrounding the bus layover area.
2. Provide landscape design integrating the KCM Comfort Station with the overall landscape design of the current N160 design. Work will include coordination with KCM planting requirements adjacent to the comfort station and edge conditions of the bus layover project.
3. Work will include any site furnishings required by the KCM comfort station program.
4. Provide input to wall finishes.
5. Provide input to grading design of the modified S. Watercourse.
6. Develop updates to irrigation design impacted by the modified S. Watercourse.

6. Pavement design report.

Task 1406: Structural.

Activities

1. Provide the structural design for the KCM Comfort Station, including calculations and reports required to explain the basis of design.
 - e. Foundation and retained structures to support the building and any retained earth at the toe of the I-5 slope.
 - f. Building exterior walls and structural partitions including any required attachment to the foundations.
 - g. Building roof structure, overhangs, and canopies.
 - h. Site Lighting foundations and attachment for site furnishings.
 - i. Site walls associated with the building.
2. Provide structural retaining walls, wall caps and barriers associated with the S Watercourse and stormwater detention/water quality for the KCM Bus facility. Work includes the following:
 - a. Calculations and reports for Soldier Pile retaining walls.
 - b. Final design for retaining walls and wall finishes per ST and SPU approval.
 - c. Design criteria and loading diagrams for buried Detention structures for the KCM Bus Layover with careful consideration of maintenance access to facilitate routine maintenance without impacting the bus operating schedule. Work will include both detention and water quality structures.

Deliverables

3. 90% Calculations with inputs and relevant outputs checked.
4. 100% Final Calculations.
5. Contract Document updates and revisions per Task 1418.

Task 1408: Architecture

Activities

1. Design program spaces and pedestrian circulation. Work includes coordination with all disciplines to meet the ST DCM and municipal requirements. Work includes:
 - a. Preliminary site and location design to confirm the final location of the Comfort Station.
 - b. Interior and exterior finishes for all program spaces.
 - c. All coordination with mechanical, electrical and structural.
 - d. Design coordination with all disciplines in order to develop 60%, 90% and 100% Contract Documents.
2. Documentation of Code and KCM Standards and Program compliance to be provided to KCM for use in permitting and construction.

Deliverables

1. 30% Preliminary Configuration and Site Location Design.
2. Code Analysis Memorandum and Compliance Diagrams and summary report at the 90% and 100% submittals.

Task 1412: Building Mechanical Design

Activities

Plumbing:

1. Design roof drainage, domestic water, sanitary systems, and connection to Civil POC outside of the building.
2. Provide any backflow and metering systems required by KCM and SPU.
3. Provide design for all drainage, plumbing, sanitary fixtures, valves, and fittings, irrigation water supply and POC.

Mechanical HVAC:

1. Design air conditioned and ventilation systems for all ancillary spaces.
2. Provide ventilation and equipment sizes for ducts and equipment. Work includes coordination with architectural, mechanical, BMS and systems interfaces.

Deliverables

1. 90% Calculations and 100% Calculations.
2. Contract Document updates and revisions per Task 1418.

Task 1413: Electrical Engineering and Lighting

Activities

1. Design power and control for KCM comfort station and other power needs. Identify location of equipment to establish conduit, and coordinate support requirements with structural and mechanical.
2. Design lighting for the comfort station and bus layover site lighting. Coordinate with the architectural discipline for lighting in the comfort station and civil for the bus layover site lighting.
3. Prepare light level calculations to ensure lighting levels meet criteria as required by Code and KCM.
4. Prepare electrical load calculations to power IT services and HVAC equipment.
5. Design emergency fire alarm systems for all spaces as required by Seattle Fire Department and DCM.
6. Coordinate with Civil for telephone and communication (data) connectivity for on-site lighting and power.

Deliverables

1. Building plans for power, lighting, controls, fire alarm, systems conduit and telephone.
2. Site plans for site lighting, telephone/communications, and power.
3. Preliminary Site Lighting Calculations at 60%.
4. Comfort Station lighting calculations at 90%.
5. Contract Document updates and revisions per Task 1418.

	Resolution:	Authorized By: _____ Sound Transit _____ Jacobs Associates
	Resolution Due Date:	
Sound Transit Comment:	Date Resolved:	

Revision	Date	Amount
0	9/4/15	Scope Only
1	9/8/15	Scope Only
2	10/30/15	\$395,300
3	11/15/15	\$379,468
4	11/24/15	\$389,239
5	1/19/16	\$393,220
6	2/26/16	\$389,239
7	3/9/16	\$387,839
8	4/5/16	\$387,839
9	4/8/16	\$387,839

Property and bus circulation around the Transit Island shall be maintained at all times during Licensee's Use of the License Area unless by prior arrangement with Sound Transit Facilities staff.

- b. Hours of Operation. The Northgate Station and Transit Island will generally be open for service between the hours of 5am to 1am. Licensee will have 24 hours a day access to the KC License Area.
 - c. Use of Communications and Power Facilities. Licensee has access to their own communications facilities and power supply equipment. Licensee may not use Sound Transit-owned communications facilities or Sound Transit power supply equipment unless authorized by Sound Transit in writing, which authorization may be withheld or conditioned by Sound Transit in its sole and absolute discretion. Sound Transit may allow the Licensee, at its expense, to install new conduit runs for the KC License Area improvements in accordance with plans approved in advance by Sound Transit.
 - d. No Storage. Licensee shall not park construction vehicles, trucks or equipment on the Property or store any materials on the Property without first obtaining Sound Transit's prior approval. Licensee shall notify Sound Transit Facilities to make arrangements and to obtain consent.
 - e. Compliance. Licensee must comply with all federal, state and local laws, and all Sound Transit rules and regulations in its use of the Property.
 - f. Damage. Licensee shall be responsible for any damage done to the KC License Area or the Property by Licensee, its contractors, agents, or invitees.
 - g. Access by Sound Transit. Sound Transit's authorized representatives shall have free access to the KC License Area at all times to conduct its maintenance, repair, and operational activities.
4. **Entry by Licensee.** Licensee may access the KC License Area provided that such access does not unreasonably interfere with the normal operations of the Northgate Link light rail station.
- a. If Licensee must make emergency repairs to the KC License Area, Licensee may access the KC License Area without prior notice to Sound Transit and Licensee shall notify Sound Transit of such emergency access as soon as practical after completing the emergency repairs. However, if Licensee must make emergency repairs to the KC License Area at the same time that Sound Transit faces an emergency on the Property, the parties shall assess the situation and exercise proper judgment under the circumstances. Licensee may exercise its right to make emergency repairs to its KC License Area as described herein only in instances when there is immediate danger to human health and safety.

civil or criminal penalties, attorneys' fees, and other litigation costs incurred in connection with such response or remediation.

- c. The provision of this indemnity section shall survive the termination or expiration of this License.

9. **Insurance**

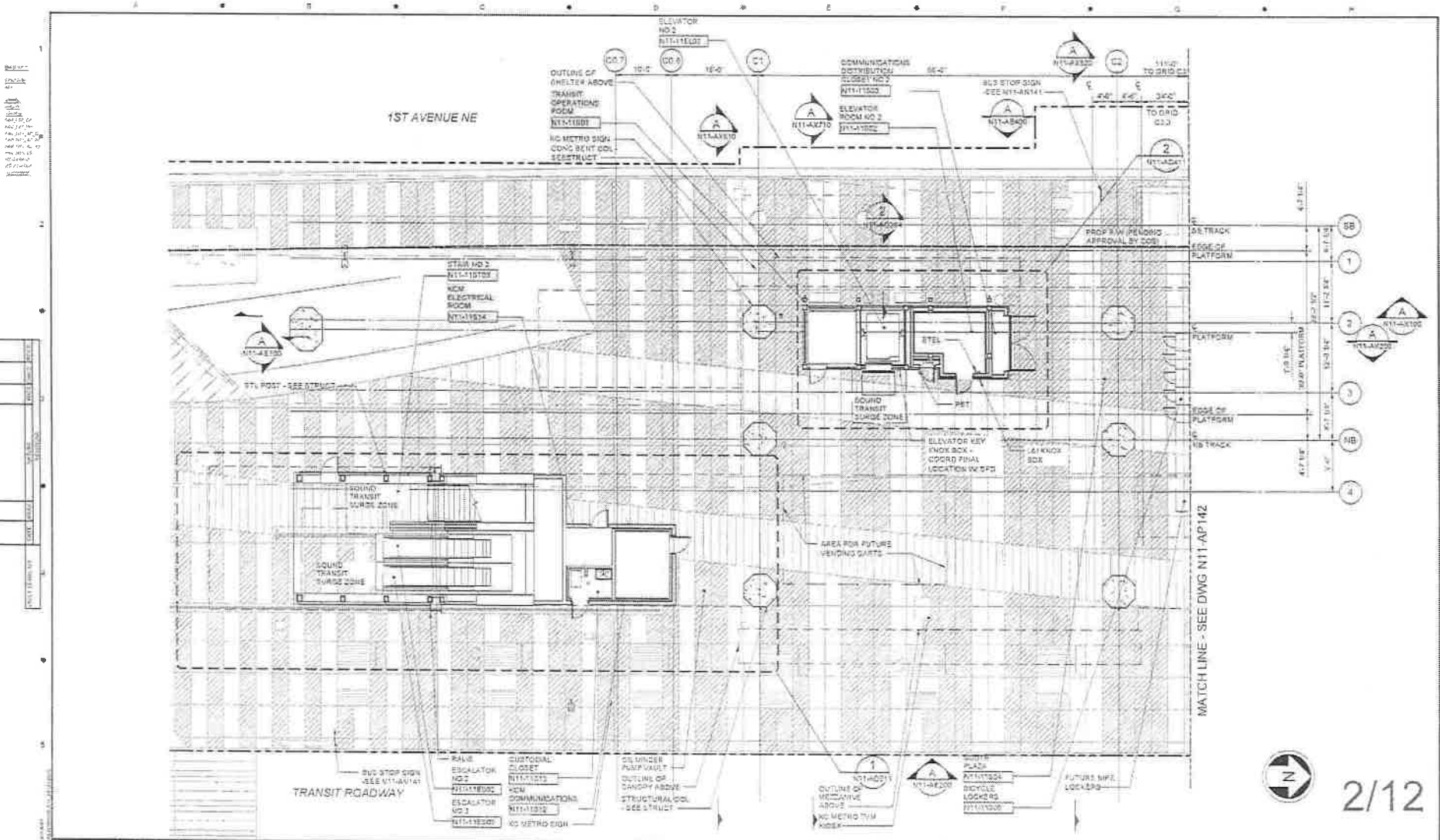
Licensee shall, at its expense, procure and maintain throughout the period of the License, the following insurance policies:

- a. Sound Transit acknowledges, agrees, and understands that the Licensee currently maintains a fully funded Self-Insurance program consistent with King County Code chapter 2.21 for the protection and handling of the Licensee's liabilities including injuries to persons and damage to property. The Licensee agrees to maintain, through its Self-Insurance program or an alternative risk of loss financing program, coverage for all of its liability exposures, license property exposures, and workers compensation and employers liability exposures, for the duration of this License. Upon request, the Licensee agrees to provide Sound Transit with a certified letter confirming that the Licensee maintains a Self-Insured program as adequate proof of coverage for all of its liability exposures under this License. Licensee further agrees to provide Sound Transit with at least thirty (30) days prior written notice of any material change in the Licensee's Self-Insurance or alternative risk of loss financing program.
 - b. Sound Transit further acknowledges, agrees and understands that the Licensee does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore, the Licensee does not have the ability to add Sound Transit as an additional insured.
 - c. In the event the Licensee, after commencement of this License, elects to terminate its self-insured status and secure commercial liability coverage, the Licensee will promptly notify Sound Transit and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington. The Licensee's policy shall name Sound Transit as an "additional insured," and the Licensee's policy shall be primary and non-contributory to any coverage maintained by Sound Transit.
 - d. Coverage, if obtained by the Licensee in compliance with this section, shall not be deemed as having relieved the Licensee of any liability.
10. **Liens.** Licensee shall pay for all materials and labor used on the Property and shall not allow any liens to attach to the Property.
11. **Attorneys' Fees.** In the event that either party commences litigation against the other party relating to the performance or alleged breach of this License, the prevailing party shall be

EXHIBIT J-2

DEPICTION OF KC LICENSE AREA

Drawing prepared are attached hereto and made a part hereof



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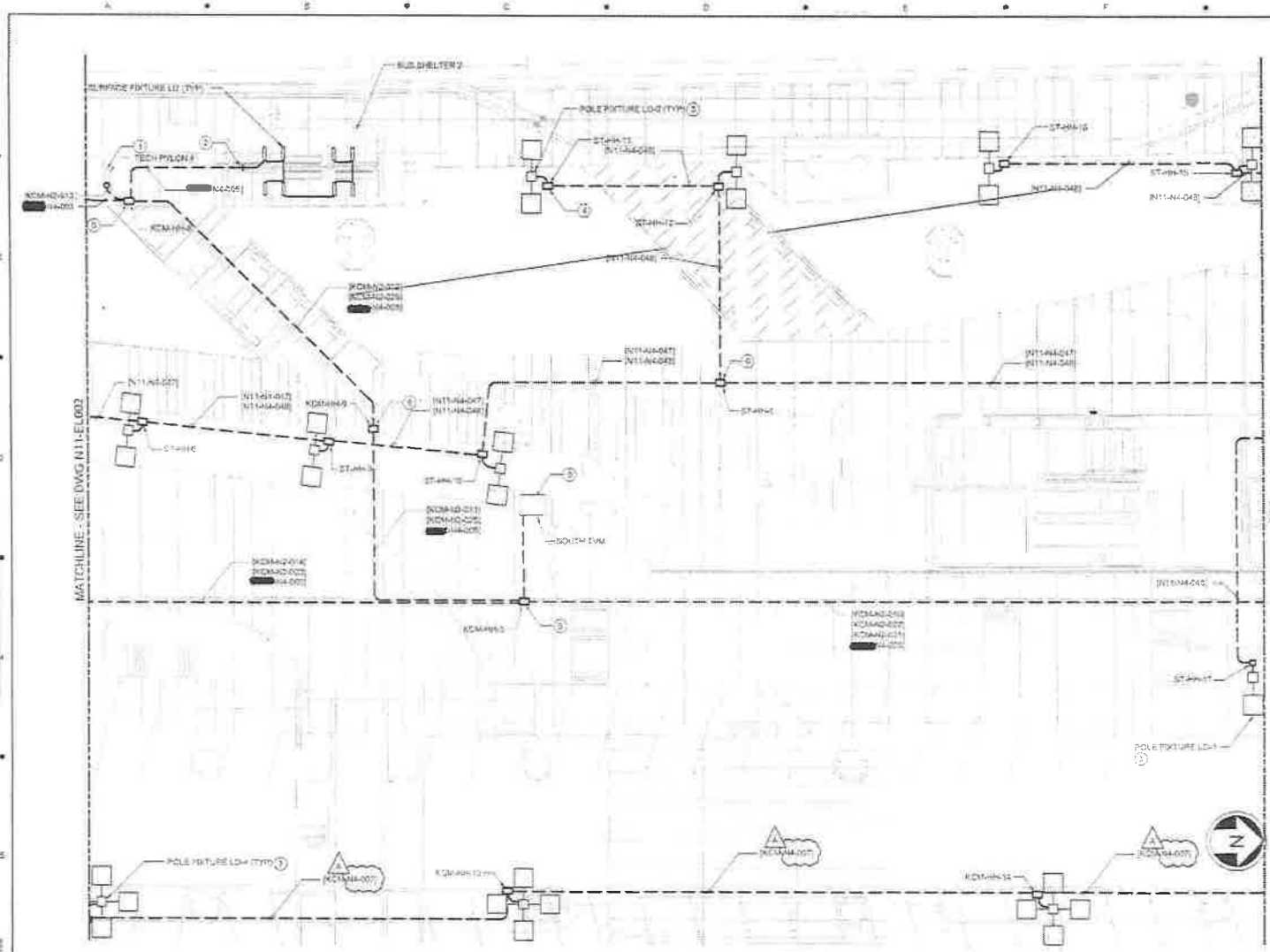
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 94. 11/15/11
 95. 11/15/11
 96. 11/15/11
 97. 11/15/11
 98. 11/15/11
 99. 11/15/11
 100. 11/15/11

Project: NORTHGATE STATION ELEVATED GUIDEWAY AND PARKING GARAGE Contract: N160		Designer: M. WILLE Checker: L. BURKEM Date: 06/25/18		Date: 06/25/18 Designer: R. WIGMORE Date: 06/25/18		Contract: N160 Date: 06/25/18	
Issued For Construction		Date: 06/25/18		Date: 06/25/18		Date: 06/25/18	

2/12



MATCH LINE - SEE DWG N11-AP142



- NOTES**
- REFER TO LIGHTING FIXTURE SCHEDULES ON DRAWINGS N11-ED030 THROUGH N11-ED033.
 - REFER TO LIGHTING CONTROL DIAGRAMS AND SCHEDULES ON DRAWINGS N11-ED034 THROUGH N11-ED035.
 - REFER TO LIGHTING GENERAL NOTES ON DRAWING N11-ED036.

- CONSTRUCTION NOTES:**
- STUB CONDUIT UP INTO TECH PYLON COORDINATE WITH COMMUNICATION CONDUIT ALSO STUBBING INTO EQUIPMENT.
 - STUB CONDUIT UP SHELTER FRAME TO SHELTER CANOPY ABOVE GRADE CONDUIT SHALL BE GR5. ALL CONDUIT BELOW GRADE SHALL BE GR5.
 - SEE DETAIL 1 ON N11-ED033 FOR POLE INSTALLATION.
 - SPlice LIGHTING CIRCUIT TO POLE IN HAND HOLE. SEE DETAIL 1 ON DRAWING N11-ED033.
 - STUB UP TO TUV. COORDINATE WITH COMMUNICATION CONDUIT STUBBING UP INTO TUV.
 - UTILITY VAULT 233JA DR EQUAL HAND HOLE. INSTALL PER DETAIL 2 ON DRAWING N11-ED037.

4/12

NO. 1	DATE	BY	CHKD	DESCRIPTION
1	08/25/18	J. LAM	R. THOMAS	ISSUED FOR CONSTRUCTION
2	08/25/18	J. LAM	R. THOMAS	ISSUED FOR CONSTRUCTION

City of Seattle		Designed By: T. KUZNETZ Drawn By: B. HINER Checked By: B. JONES Prepared For: C. SIATERUD
Project No.: Name of Project: Location: Date:	Approved: Checked: Date:	Project No.: Name of Project: Location: Date:



Engineers/Consultants

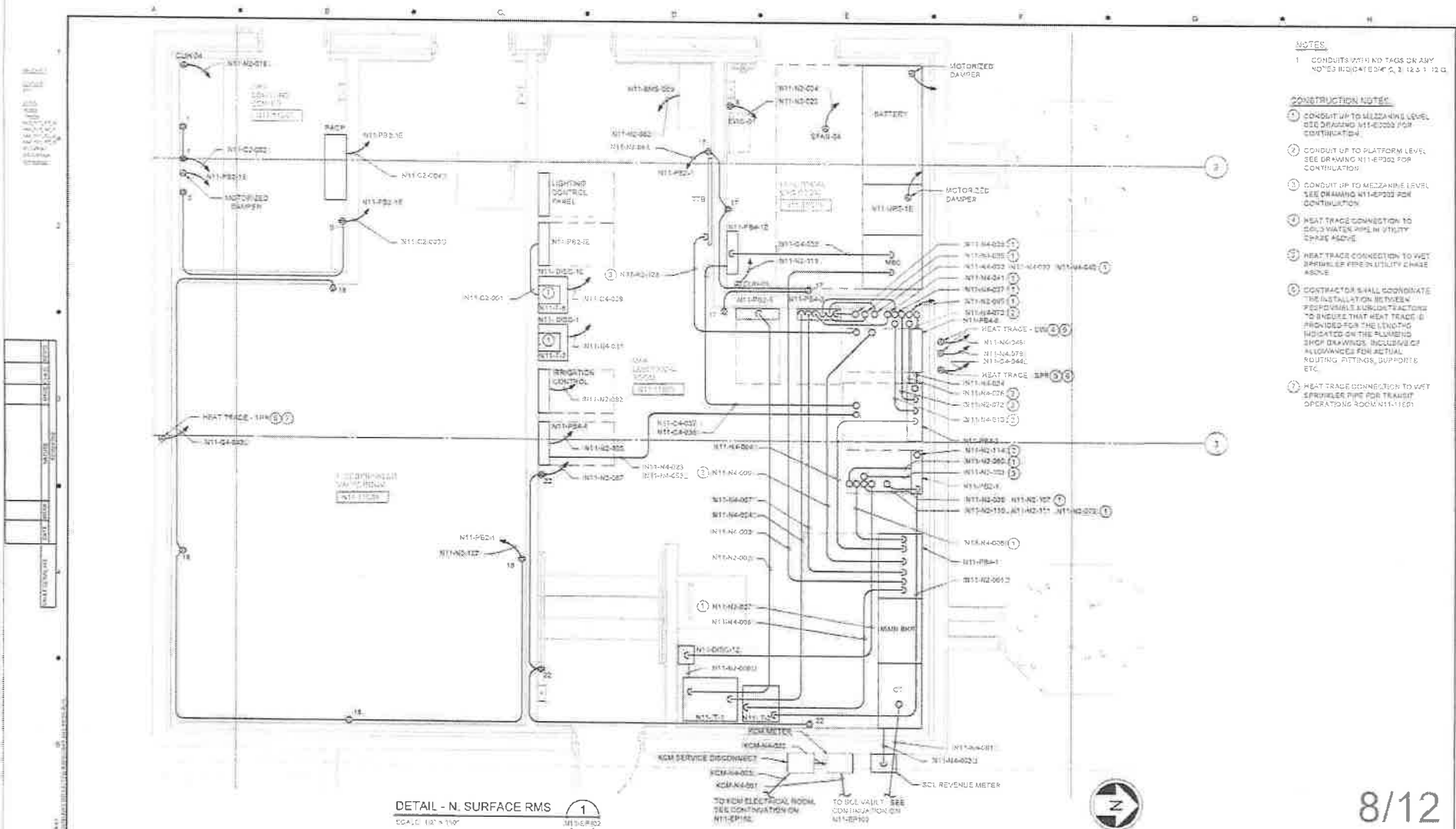
 ENGINEERS • CONSULTANTS

SOUNDTRANSIT

Title: LIGHTING SITE PLAN 2 Project No.: N11-EL003 Date: 08/25/18	Scale: AS SHOWN Author: J. LAM Date: 08/25/18	Checked: R. THOMAS Date: 08/25/18
---	---	--------------------------------------

CONTRACT N160
 NORTHGATE STATION, ELEVATED GUIDEWAY,
 AND PARKING GARAGE
 LIGHTING
 SITE PLAN 2

Drawing No.: N11-EL003 Sheet No.: 15/12 Revision: A

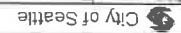




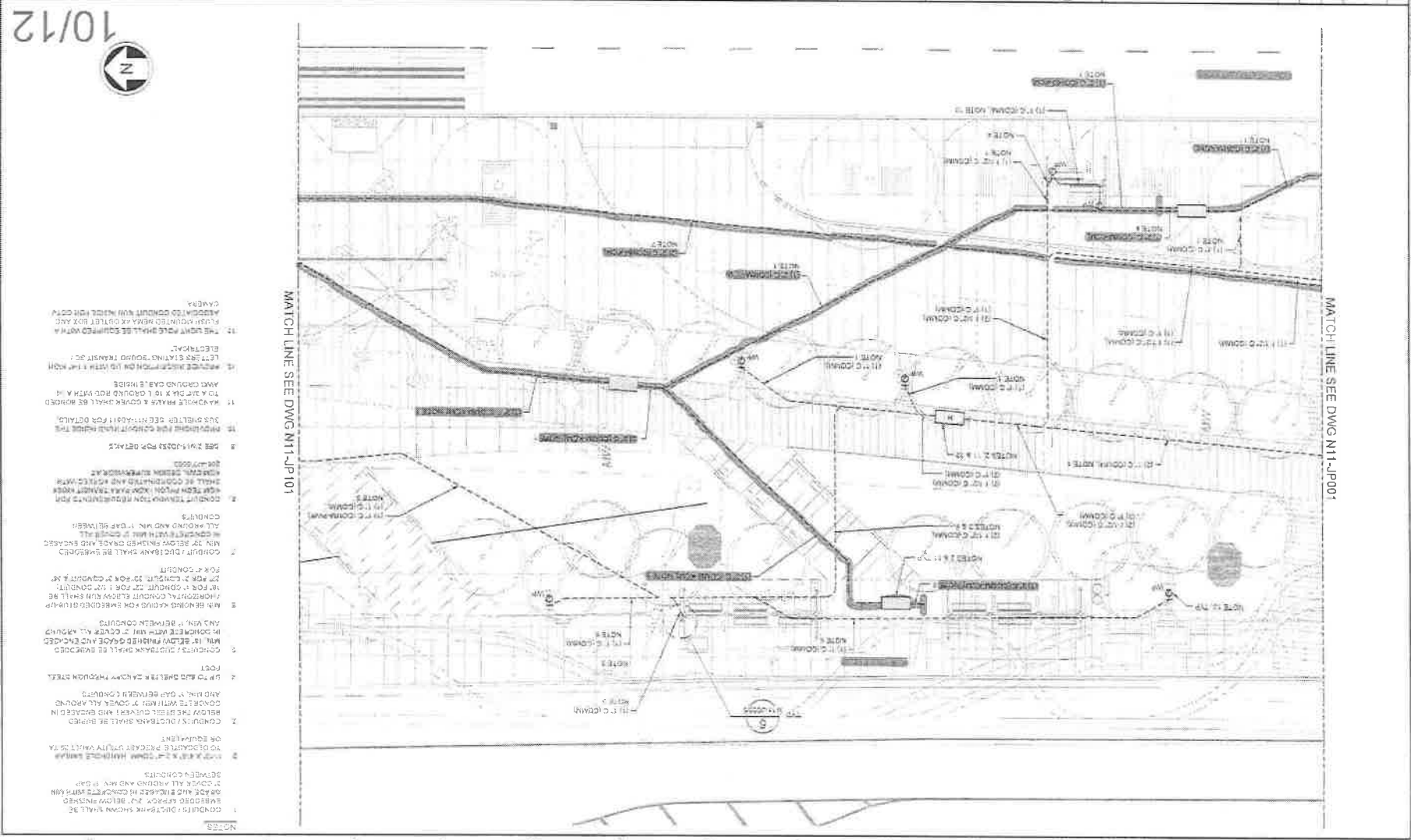
- NOTES**
- 1 CONDUITS WITH NO TAGS OR ANY NOTES INDICATED ARE 2, 3, 4 & 1 1/2 IN.
- CONSTRUCTION NOTES**
- 1 CONDUIT TO MEZZANINE LEVEL. SEE DRAWING N11-ED200 FOR CONTINUATION.
 - 2 CONDUIT UP TO PLATFORM LEVEL. SEE DRAWING N11-ED200 FOR CONTINUATION.
 - 3 CONDUIT UP TO MEZZANINE LEVEL. SEE DRAWING N11-ED200 FOR CONTINUATION.
 - 4 HEAT TRACE CONNECTION TO SOLI WATER PIPE IN UTILITY SPACE ABOVE.
 - 5 HEAT TRACE CONNECTION TO WET SPRINKLER PIPE IN UTILITY SPACE ABOVE.
 - 6 CONTRACTOR SHALL COORDINATE THE INSTALLATION BETWEEN PERFORMED SUBORDINATIONS TO INSURE THAT HEAT TRACES ARE PROVIDED FOR THE LENGTHS INDICATED ON THE PLANNING SHOP DRAWINGS. INCLUDE SUFFICIENT ALLOWANCES FOR ACTUAL ROUTING, FITTINGS, SUPPORTS, ETC.
 - 7 HEAT TRACE CONNECTION TO WET SPRINKLER PIPE FOR TRANSIT OPERATING ROOM N11-1001.

DETAIL - N. SURFACE RMS
SCALE: 1/2" = 1'-0"

		Design: J. JENSEN Drawn: S. HINES Checked: S. JONES Prepared: S. SMITH				Project: 152-01-01 Drawing: N11-ED201.dwg Date: 08/25/16	CONTRACT N160 NORTHGATE STATION ELEVATED GUIDEWAY AND PARKING GARAGE POWER PLAN SURFACE LEVEL CENTRAL ENLARGED ROOM DETAIL	Drawing No.: N11-ED201 Revision: 1558 Date: 08/25/16
08/25/16 ISSUED FOR CONSTRUCTION								

8/12

 City of Seattle		 LTK Engineering Services		 Sound Transit		CONTRACT N160 NORTHGATE STATION ELEVATED GUIDEWAY, AND PARKING GARAGE N11-JP002		SOUTH COMMUNICATIONS CONDUIT FLOOR PLAN BRIDGE LEVEL		DATE: 10/12	
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NOTES

1. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.
2. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.
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6. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.
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8. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.
9. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.
10. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.
11. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.
12. CONDUIT BANK SHALL BE RECORDED AS-BUILT IN CONDUIT BANK WITH IN RECORD DRAWING AND SHALL BE RECORDED IN CONDUIT BANK WITH IN RECORD DRAWING.

MATCH LINE SEE DWG N11-JP101

MATCH LINE SEE DWG N11-JP001

10/12

EXHIBIT L to the Settlement Agreement -

Good Neighbor Policy

Background

This paper describes an approach to funding the ongoing costs of facilities. Ongoing facility costs have been defined as:

- Daily, routine operating and maintenance costs (trash, cleaning shelters);
- Mid-life costs (e.g. pavement sealing, roof coating), and;
- Major asset replacement (rebuilding transit center at end of useful life).

The policy was finalized for acceptance by the Transit Integration Group on September 21, 2000.

Guiding Principles

Guiding principles have included developing an approach that is:

- Fair,
- Consistent with Sound Move's assumption that SM funding is meant to be additive and not a mechanism for spreading existing costs,
- Simple and does not require significant staff time to track and monitor resulting agreements.

Park-and-Rides, Hubs, Transit Centers

Since ST will be using facilities owned and maintained by others, and vice versa, the proposal is to extend the "good neighbor" policy that is currently in effect among the region's transit agencies. Simply stated, each agency covers the facilities costs (daily O&M, mid-life costs, asset replacement) of its facilities even though others may use the facilities.

Sounder and Link Stations

Both bus and rail agencies will use these stations. ST will fund most construction costs of bus facilities associated with rail stations. If others request driver comfort stations funding will be provided by the requesting agency. If public restrooms are requested at an ST facility, ST Board policy calls for all agencies and/or jurisdictions using the facility to share both construction costs and ongoing O&M costs. Sounder and Link will pay the facilities cost (daily O&M, mid-life costs, and major asset replacement) of the rail facilities we own. ST and the transit agencies will negotiate cost sharing arrangements at these facilities when necessary and appropriate.

Major multi-modal Stations (Tacoma Dome and Everett)

These facilities will be used by multiple agencies. ST assumes that all agencies using these facilities will agree to share in the proportional costs (daily O&M, mid-life costs, and major asset replacement) of the transit portion of these facilities.

Replacement/Expansion Facilities

If Sound Transit funds the replacement or expansion of an existing transit agency facility, ST assumes that it will contribute capital costs and the transit agency will cover ongoing facility costs at the previous level. ST will cover additional ongoing facility costs above those currently being paid. The appropriate parties will develop a capital investment plan outlining opportunities for reinvestment of surplus property. In cases of replacement, the transit agency will consult with ST when developing its plan for reinvestment of surplus property.

Bus maintenance facilities/Operating Bases

As ST Regional Express buses will be using these facilities, daily O&M costs will be included in the cost per hour in the service agreement. Some of the mid-life costs and asset replacement will be shared proportionately. ST will be treating this as a capital expense and will fund this from Regional Bus maintenance facility funds.

FACILITIES SOUND TRANSIT USES AT NO COST	USERS	COST SHARE ALLOCATIONS
Transit Centers: 12 KCM: Campus Parkway, Kirkland, Northgate, Renton, Kent, Federal Way, White Center, Burien UW-Bothell Campus PT: Lakewood, South Hill Mall, Tacoma Community College	KCM, ST CT, KCM, ST PT, ST	KCM - 100% KCM - 100% PT - 100%
Park-and-Ride Lots: 24 CT: Ashway, Canyon Park Eastmont ² KCM: Kenmore, Woodinville, Kingsgate, Houghton, South Kirkland, Redmond, Bear Creek, Mercer Island, South Bellevue, Eastgate, Issaquah, Brickyard, Houghton, Newport Hills, Kent Des Moines, Star Lake I-5/145th, Evergreen Point PT: SR-512 Bonney Lake, Narrows	CT, ST ST KCM, ST CT, KCM, ST IT, PT, ST PT, ST	CT - 100% CT - 100% KCM - 100% KCM - 100% PT - 100% PT - 100%
Number of bus stops/zones in downtown: 63	All agencies	KCM - 100%
Flyer Stops and Freeway Stations: 4 Montlake, I-5/45th, Kingsgate Yarrow Point Downtown Seattle Tunnel	CT, KCM, ST KCM, ST KCM, ST	KCM - 100% KCM - 100% 1999-2007: KCM - 100% After 2007: ST - 17% during time tunnel is limited to bus-only operations; 40% after joint bus-light rail operations begin

² Negotiations are currently in progress to have Sound Transit assume funding of the facilities cost for Eastmont Park-and-Ride.

**EXHIBIT L-1 to the Settlement Agreement
County Contribution to Transit Island Maintenance Costs**

Northgate Transit Center

- A. The Northgate Transit Center is being relocated and its function is being integrated with the Northgate Station, Sound Transit's Northgate Link light rail station. The annual costs for maintenance of the existing Northgate Transit Center passenger loading island are shown below.

ANNUAL COSTS	
Labor Cost	\$40,342.39
Material Cost	\$1,955.41
Total Cost	\$42,297.80

Annual costs shown are in 2016 dollars.

- B. King County's contribution will be adjusted annually (once per calendar year) for inflation based on the year-over-year percent change in the federal Bureau of Labor Statistics' Consumer Price Index data (specifically, CPI-U Seattle, all items, no seasonal adjustment, base period 1982-84 =100) for February. The adjustment shall be computed in February of each calendar year by calculating the percent change between the prior year's February CPI-U Seattle figure and the then-current year's CPI-U Seattle February figure as follows:
1. (Current February CPI-U Seattle figure) – (Prior February CPI-U Seattle Figure) = index point change.
 2. Index point change / Prior February's CPI-U Seattle = raw numeric change expressed in decimal value;
 3. Raw numeric change x 100 = % annual change in CPI-U Seattle from February to February.
- Note: The current CPI-U Seattle annual percent change (from February 2016 to February 2017) using this methodology is 3.4%.
- C. As an alternative to performing the calculation under Paragraph B, the Parties' Designated Representatives may agree to compute the annual adjustment utilizing the Bureau of Labor Statistics' reported annual percent change in the CPI-U Seattle for the month of February.

EXHIBIT M-1 to the Settlement Agreement -

Estoppel Certificate

THIS ESTOPPEL CERTIFICATE, is made this _____ of _____, 2016 between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority ("Sound Transit"), NORTHGATE MALL PARTNERSHIP, a Delaware general partnership ("Landlord) and KING COUNTY, a political subdivision of the State of Washington ("King County").

Landlord is the landlord, or the successor-in-interest to the landlord, and King County is the tenant under that certain Lease dated June 1, 2006, (the lease, and all exhibits, amendments, riders and addenda thereto, if any, are hereinafter referred to as the "Lease"). A true and correct copy of the Lease is attached hereto as Exhibit B. The Lease demises certain real property in King County, Washington, more particularly described in such Lease and on Exhibit A and the improvements thereon (the "Leased Premises"). The land and improvements are collectively referred to as the "Property."

Pursuant to that certain Settlement Agreement dated _____, 2017 and that certain Lease Assignment and Assumption Agreement between Sound Transit and King County dated _____, 2017, Tenant King County will assign all right title and interest in the Lease to Sound Transit and Sound Transit will become the Lessee under the Lease.

1. King County hereby certifies and Landlord hereby represents and warrants that:

(a) The attached Lease has not been further amended, modified, or assigned and is in full force and effect;

(b) King County has accepted, and is in full and complete possession of, the Leased Premises;

(c) There is no oral or written agreement, understanding or the like between Landlord and King County; there are no rental concessions or abatements in effect or agreed to other than _____ ("none" if left blank); and there are no future rental concessions or abatements agreed to other than _____ ("none" if left blank);

(d) The Lease term commenced on _____ and will expire on _____ subject to Lessee's right to extend the term for two additional 10 year periods;

(e) Rent commenced to accrue, and King County began paying rent, on _____. King County has paid in full and Landlord has received rent payments due for year __ through year __. King County has paid in full and Landlord has received Additional Rent due as of _____. King County paid and Landlord

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of the NORTHGATE MALL PARTNERSHIP, a Delaware general partnership, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

EXHIBIT B

(Attach a copy of the lease, exhibits,
amendments, and addenda, if any)

1. _____, dated _____
2. _____

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b. The remainder of an initial payment in the amount of One Million, Two Hundred Twenty Seven Thousand Five Hundred Dollars (\$1,227,500) within 30 days of delivery of possession; and

c. Rent for the first year of the lease term in the amount of \$100,000 within 30 days of delivery of possession.

4.2. For each year thereafter, payable in advance, without prior notice or demand, on the anniversary of the Commencement Date, the rent shall be as follows:

Year two through Year five - \$100,000.

Year six through Year ten - \$110,000

Year eleven through Year fifteen - \$120,000

Year sixteen through Year twenty - \$130,000

Year twenty-one through Year twenty-five - \$140,000

Year twenty-six through Year thirty - \$150,000

Year thirty-one through Year thirty-five - \$160,000

Year thirty-six through Year forty - \$170,000

4.3. In addition, Lessee shall pay Lessor as Additional Rent Twenty Five Percent (25%) of the property tax paid by Lessor based on the assessed value of the Garage. Lessor shall invoice the Lessee at least thirty (30) days prior to the anniversary date of the lease term for the Lessee's portion of the property tax paid by Lessor over the previous twelve (12) months. Payment is conditioned on Lessor providing supporting documentation for the amount invoiced if requested by Lessee. Payment of the property tax invoice from Lessor shall be due along with the rent payment; provided that if Lessee requests supporting documentation, payment is not due until documentation acceptable to Lessee is provided and the amount due is only the amount justified by such documentation as mutually determined by the parties.

5 Use of Premises by Lessee: The Lessee shall have exclusive use of the Premises for transit passenger parking between 5:00 a.m. and 9:00 a.m. on weekdays (excluding federal holidays, the day after Christmas, and the Friday after Thanksgiving). The Lessee will have shared use of the Premises after 9:00 a.m. on weekdays. The Garage will be closed from 12:00 a.m. (midnight) until 5 a.m. and no overnight parking will be allowed. Lessee shall possess all rights necessary for transit passengers to access and use the Premises, including the rights of ingress and egress and rights to use stairs and elevators. The Garage shall include at a minimum a stairwell in the southwest corner of the Garage and a stairway to 103rd Street at Second Avenue.

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As to any and all causes of actions and/or claims, or third-party claims, arising under the sole fault of a party to this Lease, said party shall have a duty to defend, save, and hold the other party harmless, and upon failure to do so, said party shall pay reasonable attorney's fees, costs and expenses incurred by the other party to this Lease in defense of said claims and/or actions.

10. Insurance: Lessor shall maintain Property and General Liability insurance in amounts acceptable to Lessee and shall include Lessee as a named insured on these policies. Lessor shall provide Lessee with certificates of insurance and endorsement in a form acceptable to Lessee if requested by Lessee.

11. Termination: This Section 11 is in addition to any other provision of this Lease authorizing or otherwise relating to early termination of said Lease.

11.1. Termination of Convenience by Lessee: Lessee may terminate the lease for its convenience at anytime after the fifth (5th) lease year of the term of this lease by providing six (6) months' advance notice.

11.2. Termination of Convenience by Lessor: Lessor shall have the right to terminate the lease, which termination shall be effective at any time after year 20, by providing at least two years' notice prior to the termination date.

11.3. Completion of Construction: If Lessor fails to deliver possession of the entire Premises to Lessee on or before June 1, 2007, subject to force majeure, as defined in Section 27 below and timely processing and issuance of permits by the City of Seattle, then Lessee shall have the right to elect either to enforce the lease through a judicial action for damages and injunctive relief or to terminate this Lease for non-delivery of the Premises. If Lessee exercises this right to terminate, Lessor shall return to Lessee in its entirety the first installment paid pursuant to Section 4.1(a) herein.

11.4. Damage or Destruction: In the event that the Premises or any portion thereof are substantially damaged or destroyed so as to hinder effective use of the Premises for Lessee's authorized use, as defined herein and Lessor does not provide replacement stalls, Lessee may elect to terminate this Lease, upon thirty (30) days' written notice to Lessor. If Lessee exercises this right to terminate, Lessor shall reimburse Lessee \$2,455,000 depreciated on a straight-line basis over twenty (20) years starting from the Commencement Date.

11.5. Breach

- a. Lessor may terminate this Lease upon ten (10) days' prior written notice to Lessee if Lessee fails to pay rent, including all Additional Rent, of this Lease by the tenth (10th) day after it is due.
- b. Lessor or Lessee may terminate this Lease if the other party breaches or fails to perform or observe any of the terms and/or conditions of this Lease, other than payment of rent, and fails to cure such breach or default within thirty (30) days after written notice from the non-

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government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines or penalties arising out of or relating to the presence, release, or threat of release of a Hazardous Substance existing or emanating from the Premises, except that Lessee's obligation to indemnify shall not extend to Hazardous Substances or the release of same which existed or emanated from the Premises prior to Lessee's possession of the Premises. Lessor's and Lessee's obligations under this paragraph shall survive the expiration or other termination of this lease.

15.2 Definition of Hazardous Substances: "Hazardous Substances" as defined in this lease shall mean:

- a. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or
- b. Any dangerous waste, hazardous waste, or hazardous substance as defined in:
 - i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereinafter amended (42 U.S.C. . 9610 et seq.);
 - ii. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. . 6901 et seq.);
 - iii. Washington Model Toxics Control Act, as now or hereinafter amended (R.C.W. Chs. 70.105, 70.105A and 70.105D); or
- c. Any pollutant, contaminants, substances, as defined above, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now or hereafter amended.

16. Waiver of Subrogation: Lessor and Lessee agree that they shall not make a claim against or seek recovery from the other for any loss or damage to their property, or the property of others, resulting from fire or other hazards covered by fire and extended coverage insurance and each hereby releases the other from any such claim or liability regardless of the cause of such loss or damage so covered by insurance. In the event of any increased cost or impairment of ability to obtain such insurance, the party suffering such increased cost or impairment may terminate such waiver and release upon written notice to the other party hereto. Such waiver is conditioned upon the parties having had their respective insurance companies issue a policy or endorsement providing that the waiver or release of subrogation rights shall not adversely affect or impair such policies or recovery by the insured thereunder.

17. Holdings-Over: If, with Lessor's written consent, which consent may be granted or withheld in Lessor's sole and absolute discretion, Lessee holds possession of the Premises after the term of this lease or any extension thereof, Lessee shall become a tenant from year-to-year upon the terms herein specified, but at a yearly rent equivalent to 125% of the then prevailing rent payable by Lessee at the expiration of the term of this lease or any extension thereof and subject, without limitation, to the continued application of all of the provisions of Sections 4 and 5 herein, payable in advance on the anniversary of the Commencement Date.

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23. Rules and Regulations: Lessee shall faithfully observe and comply with the rules and regulations which shall apply to and be for the mutual benefit of all users of the Garage in which the Premises are located, and all reasonable modifications of and additions thereto from time-to-time put in effect by Lessor.

24. Quiet Enjoyment: Lessor covenants and agrees that Lessee, upon performance of all Lessee's obligations under this lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this lease without disturbance by Lessor or by any person having title paramount to Lessor's title or by any person claiming under Lessor, subject to the other terms and provision of this lease and subject to all mortgages, underlying leases and other underlying matters of record to which this lease is or may become subject to and subordinate. Lessor shall not be responsible for interruption of utilities or other adverse effects on Lessee's quiet enjoyment which arise through no fault of Lessor.

25. Notices: All notices by either party to the other shall be in writing and may be delivered personally or by certified or registered mail to the following addresses:

To Lessee: King County Real Estate Services Section
500 Fourth Avenue, Suite 500
Seattle, WA 98104-3279

To Lessor: Northgate Mall Partnership
c/o Simon Property Group
115 West Washington Street
Indianapolis, Indiana 46204
Attn: Artax W. Spellmeyer, III

with a copy to: Northgate Mall Partnership
c/o Simon Property Group
115 West Washington Street
Indianapolis, Indiana 46204
Attn: General Counsel

or at such other address as either party may designate to the other in writing from time-to-time.

26. Time: Time is of the essence of this lease and of each and all of the agreements, conditions, and provisions herein.

27. Force Majeure: Notwithstanding anything contained herein to the contrary, Lessor shall not be deemed in default hereunder nor liable for damages arising from its failure to perform any duty or obligation hereunder if such delay is due to causes beyond the party's reasonable control, including, but not limited to, acts of God, acts of civil or military authorities (including failure of civil authorities to timely process permits or provide utilities), fires, floods, windstorms, earthquakes, strikes or labor disturbances, civil commotion, delays in transportation, governmental delays or war. In such event, the date for performance shall be delayed one day for each day of delay caused by such event. Subject to the foregoing, time is of the essence of this lease and of each and all the agreements, conditions and provisions herein.

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IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

LESSOR:

NORTHGATE MALL PARTNERSHIP, a
Delaware general partnership
By: SIMON PROPERTY GROUP, L.P., a
Delaware limited partnership, General
Partner
By: SIMON PROPERTY GROUP,
INC., a Delaware corporation,
General Partner

By: _____
David Simon
Chief Executive Officer

Date: _____

LESSEE:

King County, Washington

By: Harold Taniguchi
Harold Taniguchi, Director
Department of Transportation

Date: 5/30/06

APPROVED AS TO FORM ONLY:

By: Scott Johnson
Senior Deputy Prosecuting Attorney

Date: 5/31/06

KING COUNTY (Dept. Name)

By: _____

Date: _____


IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease on the dates specified below.

LESSOR:

NORTHGATE MALL PARTNERSHIP, a
Delaware general partnership

By: SIMON PROPERTY GROUP, L.P., a
Delaware limited partnership, General
Partner

By: SIMON PROPERTY GROUP,
INC., a Delaware corporation,
General Partner

By: 
David Simon
Chief Executive Officer

Date: March 9, 2006

LESSEE:

King County, Washington

By: _____

Harold Taniguchi, Director
Department of Transportation

Date: _____

APPROVED AS TO FORM ONLY:

By: _____
Senior Deputy Prosecuting Attorney

Date: _____

KING COUNTY (Dept. Name)

By: _____

Date: _____

EXHIBIT M-3 to the Settlement Agreement -

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated _____, 2017, is between Sound Transit, a Washington regional transit authority ("Buyer"), and King County, a political subdivision of the State of Washington ("Seller").

RECITALS

A. Pursuant to that certain Settlement Agreement dated _____, 2016, between Buyer and Seller (the "Purchase Agreement") (all capitalized terms used and not otherwise defined herein shall have the meanings assigned to them therein), Seller has conveyed to Buyer certain real property, more particularly described below, in Seattle, Washington.

B. In partial consideration therefor, the Settlement Agreement requires Buyer and Seller to execute this Agreement with respect to the Lease (as defined in the Settlement Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Buyer and Seller hereby agree as follows:

1. Seller hereby assigns, delivers and conveys to Buyer all of Seller's right, title and interest in that certain Lease (hereinafter the "Northgate Mall Simon Garage Lease") dated June 1 2006, between Seller as lessee, and Northgate Mall Partnership, a Delaware general partnership, as lessor, which affects that certain real property in the County of King, State of Washington, legally described in Exhibit A attached.

2. Buyer hereby assumes and agrees to pay, perform and fully discharge all of Seller's obligations under, and comply with all terms of the Lease, accruing or arising on or after the Commencement Date as defined in the Settlement Agreement until terminated by Buyer.

3. Buyer shall indemnify, defend, protect and hold harmless Seller from and against any claim, damage, liability, loss or deficiency (including but not limited to attorneys' fees and other costs and expenses incident to any suit, action, proceeding or investigation or the defense of any claim) and against any payment or obligations to pay any sum, arising out of or relating to any claim made by the lessor under the Lease or a breach or default in the lessee's obligations thereunder which arise on or after the Commencement Date.

4. Seller shall indemnify, defend, protect and hold harmless Buyer from and against any claim, damage, liability, loss or deficiency (including but not limited to attorneys' fees and other costs and expenses incident to any suit, action, proceeding or investigation or the defense

SELLER:

KING COUNTY, a subdivision of the State
of Washington

BUYER:

SOUND TRANSIT, a Washington regional
transit authority

By _____
Name _____
Its _____

CONSENT TO ASSIGNMENT

Northgate Mall Partnership, a Delaware
general partnership

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of SOUND TRANSIT, a Washington regional transit authority, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a subdivision of the State of Washington, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

EXHIBIT N to the Settlement Agreement -

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS UNDER
FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ___ day of _____, 20__.

King County, Transferor:

By: _____
Name: _____
Title: Manager, Real Estate Services Section

FOR STREET AND SIDEWALK PURPOSES, an easement over the following described real property in Seattle, King County, State of Washington:

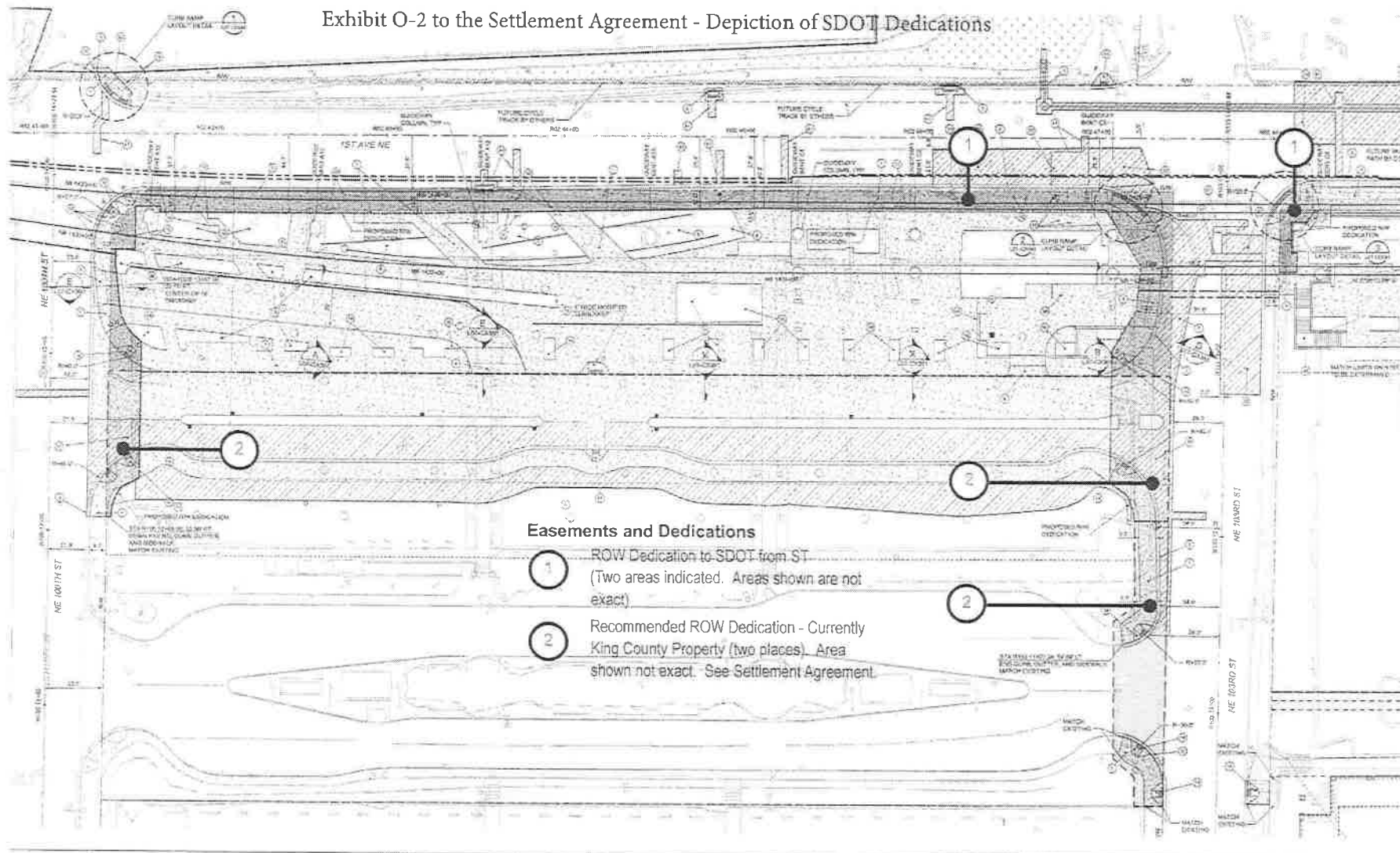
As described in **Exhibit "A"** attached hereto and by this reference incorporated herein.

3. Indemnification of City. In consideration of the Grantee, City of Seattle, accepting the dedication of the Property subject to a Right of First Refusal owned by an adjoining neighbor, Sound Transit shall pay, protect, defend, indemnify and hold the City of Seattle harmless from and against any and all loss, damage, and expense suffered or incurred by reason of the Grantee's acceptance of a dedication of property for sidewalk and street purposes, where said Property is burdened by that certain Right of First Refusal recorded under 89192280605. Sound Transit shall defend any such claim covered by this indemnity using counsel reasonably acceptable to the City of Seattle.

4. Indemnification of County. In consideration of the Grantor, King County, dedicating an easement over the Property subject to a Right of First Refusal owned by an adjoining neighbor, Sound Transit shall pay, protect, defend, indemnify and hold King County harmless from and against any and all loss, damage, and expense suffered or incurred by reason of the Grantor's dedication of an easement over the Property for sidewalk and street purposes, where said Property is burdened by that certain Right of First Refusal recorded under 89192280605. Sound Transit shall defend any such claim covered by this indemnity using counsel reasonably acceptable to King County.

DATED THIS _____ DAY OF _____, 2017.

Exhibit O-2 to the Settlement Agreement - Depiction of SDOT Dedications



Easements and Dedications

- ① ROW Dedication to SDOT from ST
(Two areas indicated. Areas shown are not exact)
- ② Recommended ROW Dedication - Currently King County Property (two places). Area shown not exact. See Settlement Agreement.



NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the Manager of the Real Estate Services Section in the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that ___ was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing

at _____

City and State

My appointment expires _____

NOTARY BLOCK FOR _____

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the _____ for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing

at _____

City and State

My appointment expires _____

EXHIBIT P-2 to the Settlement Agreement -

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this ____ day of _____, 201__, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of _____, a _____ (“**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.

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

SELLER:

By: _____

Name: .

Title: Manager, Real Estate Services Section