

AGREEMENT  
FOR THE IMPLEMENTATION  
OF AN EFFLUENT COOLING MODEL PROJECT

THIS AGREEMENT is made and entered into this 21<sup>ST</sup> day of JULY, 1992 between the MUNICIPALITY OF METROPOLITAN SEATTLE, a metropolitan municipal corporation of the State of Washington with a place of business at 821 Second Avenue, Seattle, Washington 98104 (hereinafter referred to as "Metro") and THE BOEING COMPANY, a Delaware corporation ("Boeing") doing business in the State of Washington, acting by and through its division, the Boeing Commercial Airplane Group.

WITNESSETH:

WHEREAS, Metro owns and operates the Regional Treatment Plant located in Renton, Washington, (hereinafter referred to as the "Plant") a municipal sewage treatment facility performing the function of metropolitan water pollution abatement; and

WHEREAS, the Plant produces and will produce effluent, a byproduct of secondary treatment of sewage and water pollution abatement and such effluent may be used as a source of thermal energy for large-scale heat pumps that produce hot and/or chilled water; and

WHEREAS, Metro is fully authorized pursuant to RCW 35.58 to contract with any private person, firm, or corporation for the purpose of planning, constructing or operating any facility performing any service which Metro is authorized to operate or perform; and

WHEREAS, Metro has determined that it is in the public interest to enter into an agreement with Boeing regarding the use of effluent to provide cooling of a commercial facility and that the Boeing Customer Services Training Center in Renton, Washington (the Facility) offers Metro the opportunity to demonstrate the benefits of Metro's District Heating and Cooling (DHC) program; and

WHEREAS, Boeing desires to participate in such program and use Metro effluent for cooling the Facility.

NOW THEREFORE, METRO AND BOEING DO AGREE as follows:

I. Project Definition, Location and Purpose.

A. Metro and Boeing agree to undertake the respective obligations set forth below regarding the permitting, design, construction, operation and maintenance of a pump system, pipelines and related facilities to serve the Facility, all as more specifically defined in Exhibit A, attached hereto and incorporated by reference, (hereinafter referred to as the "Effluent Cooling System or ECS Model Project"). Legal title to the ECS Model Project shall pass to Boeing as provided in paragraph II.I., except for any portion of the ECS Model Project which may be funded entirely by Metro.

B. The ECS Model Project, except for some portions of pipe lines, telemetry and related items, will be located on Metro's property. At the time legal title to the ECS Model Project passes to Boeing, Metro agrees to lease to Boeing air space necessary for operation of the pump and ancillary facilities. At no additional cost to Boeing, Metro will also grant Boeing an easement for pipes located on Metro property and assign or transfer to Boeing all third party easements and permits necessary for operation of the ECS Model Project.

C. Except as otherwise provided herein, Boeing shall pay a total maximum amount of \$1.8 million toward permitting, construction, design, mitigation, easements and all other development costs (collectively, the "Development Costs").

II. ECS Model Project Permitting, Design, and Construction.

A. Boeing shall be responsible for ensuring that design and construction of the ECS Model Project complies with the State Environmental Policy Act (SEPA), RCW 43.21C.010, et seq., and in so doing shall:

1. Prepare and pay for the necessary environmental documentation.

2. Implement any required mitigation measures, or where it is mutually agreed that a mitigation measure is required by SEPA to be implemented by Metro, provide funding to Metro for the implementation of such mitigation measure; provided that such mitigation costs shall be included in and subject to the maximum cap on Development Costs.

B. Boeing shall reimburse Metro for the actual cost of permitting, design and construction of the ECS Model Project. Boeing shall make such reimbursement monthly, within 30 days of receipt of invoice from Metro, or pay interest on the amount due. Boeing's maximum financial obligation to Metro, its contractors and agents shall be included in and subject to the maximum cap on the Development Costs.

C. Metro shall assist Boeing in all matters relating to SEPA, including but not limited to, providing technical information, assistance and advice regarding public authorities, and such other support as Boeing may reasonably request. In the event Metro deems the cost of such assistance excessive, Metro may exercise its rights under paragraph IV.A.

D. Metro shall be responsible for applying for permits in Boeing's name, subject to Boeing's prior review and approval, for the design and construction of the ECS Model Project. Such responsibilities shall include, but are not limited to:

1. Implementation as provided in paragraph II.A.2 above.

2. Providing design engineering, construction inspection and management, and necessary administrative services.

3. Coordinating construction activities with Boeing, the City of Renton and any other agencies having jurisdiction over the Model Project.

4. Taking all necessary and reasonable actions, including but not limited to making timely filing of applications, required to secure all construction-related permits, licenses, and/or real property rights as are necessary for ECS Model Project construction, use and access.

5. Constructing, or contracting with a third party to construct all parts of the ECS Model Project not located on Boeing property.

6. Maintaining accurate and complete records of the cost of construction and related services, including but not necessarily limited to the following:

- a. Permits, licenses, and easements;
- b. Engineering design services;
- c. Construction contractor billing;
- d. Inspection and resident engineering; and
- e. Administration.

E. Design Oversight by Boeing. Metro shall submit to Boeing for its review all plans and specifications for the ECS Model Project in accordance with a schedule agreed to by the parties. Boeing and Metro shall conduct formal design reviews at the 30%, 60%, and 90% completion stages of design. Notwithstanding such design reviews by Boeing, Metro shall be solely responsible for all plans and specifications. BOEING EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS, WITH RESPECT TO SUCH SPECIFICATIONS AND BOEING'S REVIEW THEREOF. Boeing shall review specifications promptly upon receipt in order to maintain the mutually agreed schedule.

F. Boeing shall approve all equipment selected for the ECS Model Project.

G. Metro shall have the ECS Model Project fully operational no later than September 30, 1993 (the "Project Completion Date").

H. Ten days before the Project Completion Date, Metro shall notify Boeing of ECS Model Project status and confirm expected completion date. Such notice shall list all work remaining to be completed, and provide the date that the ECS Model Project shall be ready for inspection by Boeing. Any deficient or incomplete work will be identified, and corrected by Metro. Upon completion to Boeing's satisfaction of such corrections, and submittal to Boeing of all warranties and project record documents, Boeing shall accept the ECS Model Project.

I. Upon such acceptance by Boeing, Metro shall pass title to the personal property identified on Exhibit A to Boeing without any additional compensation or consideration from Boeing.

### III. ECS Model Project Operation and Maintenance.

A. Metro shall do the following:

1. Take all necessary and reasonable actions, including but not limited to making timely filing of applications required to secure all use permits and any other regulatory approvals as are necessary for operation of ECS Model Project facilities.

2. Provide secondary effluent to Boeing meeting quality and quantity specified in Exhibit B, attached hereto and incorporated by reference, and at a temperature not to exceed 70 degrees Fahrenheit.

Metro and Boeing agree that secondary effluent of the quality specified in Exhibit B is not

offered for, nor is it suitable for, domestic or potable use and is not intended for direct human consumption or contact.

3. Monitor the production of effluent.

4. Monitor the temperature of the effluent prior to conveyance to Boeing and after use by Boeing, prior to discharge through the Effluent Transfer System (ETS).

5. Permit Boeing and its employees, contractors, and agents reasonable and necessary access to ECS Model Project facilities located on Metro's property.

6. Cooperate fully regarding Puget Power's providing power to the Pump System from Puget's substation. Billing for Pump System power use shall be direct from Puget Power to Boeing.

7. Operate and maintain the ECS Model Project and all pipelines, excluding pipelines on Boeing property, in compliance with all applicable laws, regulations and rules existing or adopted during the Agreement.

B. Boeing at its sole expense shall do the following:

1. Pay Metro within thirty (30) days of receipt of invoice for service charges and rate charges as defined in Section VI.A for the services provided in paragraph III.A.7. above, in an amount to be agreed to by the parties.

2. After start-up of ECS Model Project facilities and after

demonstration that Metro is providing secondary effluent of the quality and quantity provided in Exhibit B, begin using effluent for cooling purposes at the Facility.

3. Permit Metro and its employees, guests, contractors and agents reasonable access for purposes of showing ECS Model Project-related facilities located on Boeing property, subject to Metro providing 24 hour advance notice.

4. Maintain and submit to Metro not later than March 1 of each year accurate cost, operation and maintenance records of Boeing cooling facilities for the immediately preceding calendar year or from the date the ECS Model Project becomes operational as the case may be.

5. Maintain in good operating condition the ECS Model Project facilities located on Boeing property.

C. If during the term hereof, it is determined by either party that the ECS Model Project is not working satisfactorily for any reason other than those reasons set forth in Section V.A:

1. Metro and Boeing will create a joint study team to determine the cause of the problem.

2. The study team will develop (i) a plan that outlines the process options available to resolve the problem, (ii) any work required to study the options, and (iii) an estimate of the capital costs required to implement the options.

3. Boeing and Metro will pay in equal shares the costs of the study team.

4. Metro and Boeing shall correct to their mutual satisfaction any such problems as promptly as practicable. If Metro and Boeing cannot either agree upon a resolution or achieve resolution, then either party may terminate this Agreement as provided in Section XI below.

D. During the term of this Agreement, either party may make improvements to their respective facilities at their sole expense, such as constructing additional facilities or upgrading equipment, provided that performance of this Agreement by either party is not adversely affected. If such improvements have the potential to adversely affect the operation of the ECS Model Project, the party making such improvements shall receive the prior written consent of the other party.

#### IV. Changed Conditions

A. The parties agree to renegotiate this Agreement in good faith if:

1. Prior to or during construction of the Model Project, changes occur which substantially and adversely affect either party's ability to perform the terms of this Agreement, such as but not limited to the inability to obtain required agency approvals or required permits, a material increase in Model Project implementation costs, or a change in ownership of facilities involved in the Model Project; or



2. During operation of the Model Project, any governmental agency having jurisdiction over the Project changes operating or discharge requirements governing the Project, and such changes result in the need for additional facilities or otherwise substantially affect either party's costs or performance under this Agreement.

B. In any renegotiation pursuant to Section IV., paragraph A.1., Boeing shall have no obligation to provide funding in excess of the Development Costs.

C. If, in renegotiating their Agreement pursuant to Section IV., paragraph A, the parties cannot agree on new terms, then on either party's request the disputed terms shall be addressed under the dispute resolution procedure provided in Section X below. If neither party so requests, or if such procedure still does not result in agreement between the parties, then either party may terminate this Agreement as provided in Section XI below.

#### V. Interruption of Delivery/Utilization

A. If the performance by either party is prevented or delayed by:

1. Acts of God, fire, storms, earthquake or similar cataclysmic occurrence;
2. Orders by regulatory bodies or judicial courts; or
3. Unanticipated treatment upsets and equipment malfunctions not caused by Metro;

Such party shall have a reasonable period of time after each such event to begin performance under this Agreement.

B. In the event that Metro cannot deliver effluent as specified in Section III, Metro will notify Boeing at least twenty-four (24) hours in advance, or where advance notice is not possible, within twenty-four (24) hours of the event rendering the ECS Model Project inoperative.

C. Metro shall give Boeing seven (7) days advance notice of scheduled treatment plant down time for maintenance.

#### VI. Price of Secondary Effluent

A. Demonstration Period. During the initial three-year period of ECS Model Project operation, hereby defined as the Demonstration Period, Metro shall not levy and Boeing shall not pay a rate charge for the use of secondary effluent ("Rate Charge", as defined in paragraph C.3. of Exhibit C attached hereto and incorporated by reference). However, Metro shall levy a Service Charge beginning September 30, 1993. The Service Charge, for maintenance and operation, shall be based on the cost of time and material including, but not limited to, staff labor and administration, inspection, maintaining operational licenses and permits, lubricants and parts ("Service Charge").

The Service Charge will be billed on at least an annual basis.

Metro shall maintain equipment maintenance logs and inspection records on all work related to Boeing equipment. These logs and records will be made available on request.

During the three-year Demonstration Period, Metro and Boeing shall jointly conduct a rate cost verification program. The purpose of the verification program shall be to ascertain the real-time operating and maintenance costs and savings resulting from the use of DHC instead of a cooling tower system.

The parties shall also determine the methodology for

calculating the DHC rate charge, utilizing data from the rate cost verification program referenced above consistent with the terms of Exhibit C.

B. Post-Demonstration Period. If this Agreement is not terminated prior to expiration of the Demonstration Period, Metro's Rate Charge and Services Charge for use of effluent for cooling shall be as determined under the methodology developed under the preceding paragraph, consistent with the terms of Exhibit C.

During the Post-Demonstration period, if Boeing develops buildings, other than the Facility, and desires to use the Metro DHC system, Metro and Boeing agree to negotiate and amend this Agreement to set a rate charge for the new structure(s) or to adjust the existing rate Model and/or rate factors.

#### VII. Legal Relations

The rights and remedies set forth in this Agreement are not exclusive and nothing contained in this Agreement shall be deemed to diminish or eliminate any right or remedy which Boeing or Metro may have at law or equity.

#### VIII. Notices

A. All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, registered and postage prepaid and addressed to the respective parties as follows:

Metro: Director  
Water Pollution Control Department  
Municipality of Metropolitan Seattle  
821 Second Avenue, M.S. 82  
Seattle, Washington 98104-1598

Boeing: Director of Facilities BCAG-Renton Division

Boeing Commercial Airplane Group  
P.O. Box 3707, M/S 63-01  
Seattle, Washington 98124-2207

B. Notification of a change in the name of the contact person shall be in writing.

#### IX. Term

The term of this Agreement shall commence on the date of execution by the parties and continue, subject to the terms and conditions hereof, for a term of twenty-five (25) years thereafter unless this Agreement is terminated earlier as provided herein.

Any and all accrued and unpaid obligations under this Agreement shall be satisfied by the obligor upon expiration or termination hereof.

#### X. Disputes

A. Metro and Boeing shall negotiate in good faith and use their best efforts to resolve any dispute which may develop hereunder; if a dispute cannot be resolved by the functional representatives of Boeing and Metro, it shall be referred to the Corporate Director of Facilities for Boeing and the Executive Director of Metro for further negotiation. Only upon failure by Boeing and Metro to resolve the dispute through such negotiations may either party institute legal action.

B. Section X shall survive the termination of expiration of this Agreement.

#### XI. TERMINATION

A. Either party may terminate this Agreement as follows:

1. On thirty days' advance written notice, for changed conditions occurring prior to or during construction of the ECS Model

Project as to which the parties cannot renegotiate or resolve their disagreement as provided in Section IV;

2. On twelve months' advance written notice, for changed conditions occurring during the operation of the ECS Model Project as to which the parties cannot renegotiate or resolve their disagreement as provided in Section IV, and for operational problems with the ECS Model Project as to which the parties cannot agree on or achieve resolution under Section III-C;

3. On ten days' written notice to the other party, for a substantial and material breach of this Agreement and following a reasonable opportunity to cure such breach if it is curable, such notice shall specify the breach claimed and the failure of the other party to cure it despite reasonable opportunity to do so.

B. Upon termination for any reason, any and all accrued and unpaid obligations under this Agreement shall be promptly satisfied by the obligor.

## XII. Assignment

Either party to this Agreement may assign its rights or obligations hereunder upon written notice to the other party. This Agreement shall be binding on successors and assigns.

## XIII. Amendments

This Agreement may be amended at any time by mutual consent in writing, of all parties.

XIV. Severability

Should any part, term, or provision of this Agreement be decided by a final judgment of a court to be illegal or in conflict with any law of the State of Washington, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

XV. Governing Law

This Agreement, and all rights, obligations and liabilities arising hereunder, will be construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MUNICIPALITY OF METROPOLITAN SEATTLE

By: *Mark L. Johnson*  
Title Executive Director  
Date July 20, 1992

THE BOEING COMPANY

By: *J. F. Nelson*  
Title \_\_\_\_\_  
Date 7/21/92

APPROVED AS TO FORM:

*William E. Blakely* <sup>for Carol J. Pennell</sup>  
Chief Counsel

EXHIBIT A

Project Description for  
Boeing Effluent Pumping Station and  
Associated Pipeline Work

A.1. The components of the Effluent Cooling System or ECS, described in Section I of the Agreement are as follows:

- (a) Pumps and associated equipment.
- (b) Flow straining equipment.
- (c) Flow metering system.
- (d) Feed force main to Boeing property, including section crossing under Interstate 405.
- (e) Return force main to the treatment plant including section crossing under Interstate 405.
- (f) Return structure at chlorine contact channel.
- (g) Telemetry system to Boeing property.
- (h) Monitoring system to Metro Division Control Building.
- (i) Separate metered electric power feed to the chiller effluent pumping station.
- (j) Reinforced concrete slab over chlorine contact channel to support pumps, including foundation or piling structure.
- (k) Screens or panels to provide weather protection for operations staff.
- (l) Lightweight roof canopy.

A.2. Upon acceptance of the ECS Model Project by Boeing under Section II.I. of the Agreement, title to the personal property listed above shall pass to Boeing except as to the reinforced concrete slab identified in A. 1.(j), which shall remain the property of Metro.

AMENDMENT NO. 1 TO

AGREEMENT

FOR THE IMPLEMENTATION

OF AN EFFLUENT COOLING MODEL PROJECT

THIS AMENDMENT NO 1. is made and entered into this 20<sup>th</sup> day of May, 1993, between the MUNICIPALITY OF METROPOLITAN SEATTLE, a metropolitan municipal corporation of the State of Washington with a place of business at 821 Second Avenue, Seattle, Washington 98104 (hereinafter referred to as "Metro") and THE BOEING COMPANY, a Delaware corporation ("Boeing") doing business in the State of Washington, acting by and through its division, the Boeing Airplane Group.

WITNESSETH:

WHEREAS, on July 21, 1992, Metro and Boeing entered into an agreement at Seattle Washington relative to the use by Boeing of effluent from Metro's Regional Treatment Plant located in Renton, Washington to provide cooling at Boeing's planned Customer Services Training Center in Renton, Washington; and

WHEREAS, the parties are desirous of modifying the prior Agreement by this Amendment No. 1.

NOW THEREFORE, METRO AND BOEING DO AGREE as follows:

The prior Agreement is modified, altered, and changed in the following respects only:

ELIMINATIONS AND INSERTIONS

By striking out of the Agreement of July 21, 1992 all of paragraphs II.G and II.I on page 5, and inserting in their place the following:

G. Metro shall have the ECS Model Project fully operation no later than November 30, 1993 (the "Project Completion Date").



I. Upon such acceptance by Boeing, Metro shall pass to Boeing free and clear of all liens, mortgages and other encumbrances of any kind, the title to certain personal property as specifically indicated in Exhibit A to Amendment No. 1, attached hereto and incorporated by reference, without any additional compensation or consideration from Boeing. Metro shall assign to Boeing all guarantees, warranties and the like, if any, by any manufacturer of such personal property.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 To Agreement For The Implementation Of An Effluent Cooling Model Project at Renton, Washington the day and year first Above written.

MUNICIPALITY OF METROPOLITAN  
SEATTLE

By: *[Signature]*

Title: *Executive Director*

Date: *5/27/93*

THE BOEING COMPANY

By: *[Signature]*

Title: *MANAGER FACILITIES*

Date: *MAY 20, 1993*

Approved As To Form:

*William E. Blakely* *For Carolyn Punell*  
Chief Counsel

EXHIBIT A  
to  
AMENDMENT NO. 1

Project Description for  
Boeing Effluent Pumping Station and  
Associated Pipeline Work

A.1. The components of the Effluent Cooling System or ECS, described in Section I of the Agreement are as follows:

- (a) Pumps and associated equipment.
- (b) Flow straining equipment.
- (c) Flow metering system.
- (d) Return structure at chlorine contact channel.
- (e) Telemetry system to Boeing property.
- (f) Monitoring system to Metro Division Control Building.
- (g) Separate metered electric power feed to the chiller effluent pumping station.
- (h) Screens or panels to provide weather protection for operations staff.
- (i) Lightweight roof canopy.
- (j) Feed force main to Boeing property, including section crossing under Interstate 405.
- (k) Return force main to the treatment plant including section crossing under Interstate 405.
- (l) Reinforced concrete slab over chlorine contact channel to support pumps, including foundation or piling structure.

A.2. Upon acceptance of the ECS Model Project by Boeing under Section II.I. of the Agreement, title to personal property A.1.(a) through (i) listed above shall pass to Boeing. Title to personal property A.1.(j) through (l) shall remain the property of Metro.

AMENDMENT NO. 2 TO

AGREEMENT

FOR THE IMPLEMENTATION

OF AN EFFLUENT COOLING MODEL PROJECT

THIS AMENDMENT NO. 2. is made and entered into this 1<sup>st</sup> day of ~~September~~ 1994, between King County, a home rule charter county in the state of Washington, through its Department of Metropolitan Services, with a place of business at 821 Second Avenue, Seattle, Washington, 98104 (hereinafter referred to as "Metro") and THE BOEING COMPANY, a Delaware corporation ("Boeing") doing business in the State of Washington, acting by and through its division, the Boeing Airplane Group.

WITNESSETH:

WHEREAS, on July 21, 1992, the Municipality of Metropolitan Seattle and Boeing entered into an agreement, and amended it on May 20, 1993, at Seattle Washington relative to the use by Boeing of effluent from the Municipality's Regional Treatment Plant located in Renton, Washington to provide cooling at Boeing's planned Customer Services training Center in Renton, Washington; and

WHEREAS, effective January 1, 1994, by operation of law, the Municipality of Metropolitan Seattle was consolidated into King County, a home rule charter county in the state of Washington; and

WHEREAS, the rights and responsibilities of the Municipality of Metropolitan Seattle under this Agreement and Amendment have been assumed in accordance with state and county law by the King County Department of Metropolitan Services.

WHEREAS, the parties desire to modify the prior Agreement and Amendment No. 1 by this Amendment No. 2.

NOW THEREFORE, METRO AND BOEING DO AGREE as follows:

The prior Agreement and Amendment No. 1 are modified, altered, and changed in the following respects only:

ELIMINATIONS AND INSERTIONS

I. By striking out of the Agreement of July 21, 1992 the second sentence in paragraph I.(B) on page 2, and inserting in its place the following:

King County hereby grants Boeing a non-exclusive license and permit to locate (Exhibit B) and maintain certain equipment which is necessary for the performance of the Agreement until such time as the Agreement is terminated, at which time Boeing shall remove its equipment from the Plant within 90 days after the termination date. This non-exclusive license also grants Boeing rights of ingress, egress and access over established roads at the Plant for the purpose of installing, maintaining, repairing, upgrading and removing the equipment.

II. By striking out of the Agreement VI. A. second sentence on page 10, and inserting in its place the following:

However, Metro shall levy a Service Charge beginning August 1, 1994.

III. By striking out of the Amendment of May 20, 1993, paragraph II. G on page 1, and inserting in its place the following:

G. Metro shall have the ECS Model Project fully operational no later than May 31, 1994 (the "Project Completion Date").

IV. By striking out of the Amendment of May 20, 1993, Exhibit A, all of A.1. (l) and inserting in their place the following:

(l) Reinforced concrete slab located on plant grounds (Exhibit B) to support pumps.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 To Agreement For The Implementation Of An Effluent Cooling Model Project at Renton, Washington the day and year first Above written.

KING COUNTY DEPARTMENT OF  
METROPOLITAN SERVICES

By: Brian Weiss

Title: Deputy Director

Date: 9/1/94

THE BOEING COMPANY

By: J. J. Nelson

Title: Director Facilities & Services

Date: 8/8/94

Approved As To Form:

William S. Blatz  
Deputy Prosecuting Attorney

EXHIBIT A  
to  
AMENDMENT NO. 2

Project Description for  
Boeing Effluent Pumping Station and  
Associated Pipeline Work

A.1. The components of the Effluent Cooling System or ECS, described in Section I of the Agreement are as follows:

- (a) Pumps and associated equipment.
- (b) Flow straining equipment.
- (c) Flow metering system.
- (d) Return structure at chlorine contact channel.
- (e) Telemetry system to Boeing property.
- (f) Monitoring system to Metro Division Control Building.
- (g) Separate metered electric power feed to the chiller effluent pumping station.
- (h) Screens or panels to provide weather protection for operations staff.
- (i) Lightweight roof canopy.
- (j) Feed force main to Boeing property, including section crossing under Interstate 405.
- (k) Return force main to the treatment plant including section crossing under Interstate 405.
- (l) Reinforced concrete slab located on plant grounds to support pumps.

A.2. Upon acceptance of the ECS Model Project by Boeing under Section II. I of the Agreement, title to personal property A.1.(a) through (i) listed above shall pass to Boeing. Title to person property A.1.(j) through (l) shall remain the property of Metro.

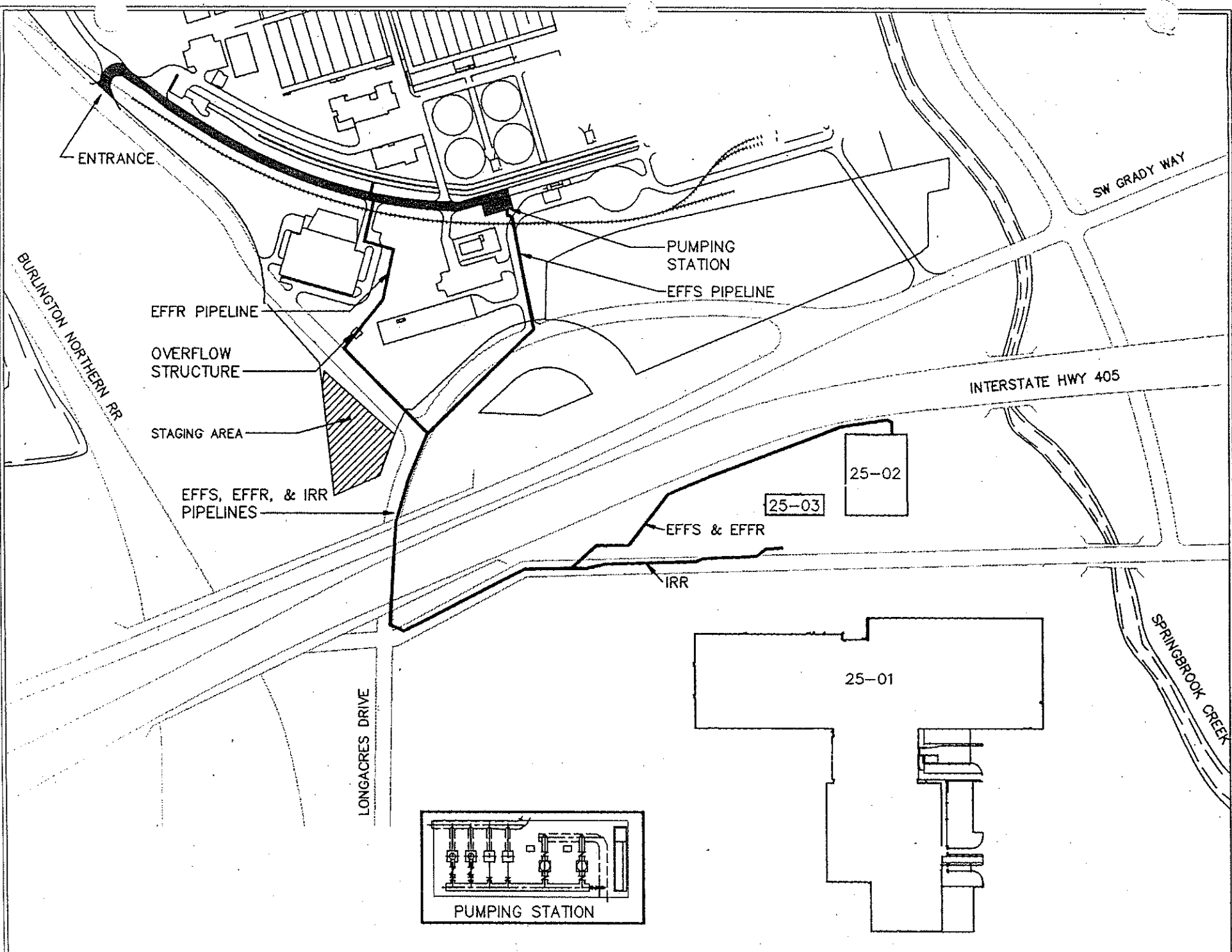


EXHIBIT B: BOEING CHILLER PROJECT SITE PLAN