



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

December 11, 2012

### Ordinance 17501

Proposed No. 2012-0354.2

Sponsors Hague, Phillips, Ferguson,  
Patterson, Dunn and von Reichbauer

1 AN ORDINANCE approving and authorizing the King  
2 County executive to enter into a reciprocal coordination  
3 and cooperation covenant agreement with Puget Sound  
4 Energy.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Findings:

7 A. The Eastside Rail Corridor ("the ERC"), formerly referred to as the Burlington  
8 Northern-Santa Fe Rail ("BNSF") rail line corridor, is a forty-two-mile railroad corridor  
9 that extends south from the city of Snohomish in Snohomish county to the cities of  
10 Renton and Redmond in King County, passing through unincorporated King County and  
11 the cities of Woodinville, Kirkland, Bellevue, Renton and Redmond.

12 B. The ERC is a regional asset that through ongoing public ownership can be  
13 managed to support shared objectives of a vibrant, growing community including  
14 building a world-class regional transportation system meeting a variety of rail and trail  
15 mobility needs and supporting the efficient provision of utility services.

16 C. In November 2009, King County entered into a memorandum of  
17 understanding with partners the Port of Seattle, Sound Transit, the city of Redmond, the  
18 Cascade Water Alliance and Puget Sound Energy to work together to secure property  
19 interests in the ERC to support transportation, recreation and utility uses.

20           D. In May 2009, the Port of Seattle, BNSF and King County executed a purchase  
21 and sale agreement and donation agreement that allowed the Port of Seattle to purchase  
22 the ERC, called for an agreement between King County and BNSF for "railbanking" of  
23 the ERC south of milepost 23.8 and over the entire spur and called for the Port of Seattle  
24 to grant a multipurpose easement to King County over the railbanked portion of the ERC.  
25 At the same time, King County executed an interlocal agreement with the Port of Seattle  
26 to acquire the multipurpose easement for one million nine hundred three thousand  
27 dollars. In December 2009, BNSF conveyed the ERC to the Port of Seattle and the Port  
28 of Seattle conveyed the multipurpose easement to King County.

29           E. Pursuant to the federal National Trails Act and its implementing regulations,  
30 16 U.S.C. 1247(d) and 49 C.F.R. 1152.29, in December 2009 King County entered into  
31 an interim trail use agreement with BNSF to "railbank" the ERC from Woodinville to  
32 Renton as well as the Redmond spur from Woodinville to Redmond, subject to  
33 reactivation for the resumption of interstate freight service. The interim trail use  
34 agreement designated King County as the interim trail user for railbanking purposes.

35           F. In December 2010, Puget Sound Energy acquired from the Port of Seattle an  
36 easement over all portions of the ERC main line and spur south of the city of Snohomish  
37 in Snohomish county.

38           G. King County has developed, maintains and is seeking to further develop a  
39 world-class regional trail system that provides an important mode of transportation and  
40 recreation opportunity for a diverse and growing population.



41           H. King County has developed, maintains and anticipates the need to expand its  
42 world-class wastewater treatment system, which currently includes conveyance facilities  
43 that run within and cross the ERC.

44           I. King County and the Port of Seattle have completed and sent to the King  
45 County council for its approval a purchase and sale agreement that enables King County's  
46 acquisition of new fee and easement interests over nineteen and one-half miles of the  
47 ERC, which overlap geographically with the interests Puget Sound Energy acquired in  
48 December 2010.

49           J. It is in King County's and Puget Sound Energy's interests to execute a  
50 reciprocal coordination and cooperation covenant agreement to clarify and guide the  
51 coordination of the parties' planning and development activities within the ERC.

52           K. The property interests in the ERC that will be held by King County, Puget  
53 Sound Energy, Sound Transit and the cities of Redmond and Kirkland are intended by  
54 these entities to implement the November 2009 MOU vision to share the ERC for public  
55 transportation, trail and utility uses in a manner that allows each entity to achieve its  
56 purposes and attempts to avoid any frustration of those purposes.

57           L. The county has established policy requiring a regional planning process to  
58 include the principal owners, with input from stakeholders to ensure coordinated, dual  
59 usage of the ERC. The county remains committed to that policy goal and to the  
60 implementation of the Eastside Rail Corridor Regional Advisory Council.

61           M. The high-capacity transportation, regional trail and county wastewater  
62 facilities that are to be located in the ERC will be of significant public benefit and  
63 constitute essential public facilities. As essential public facilities, these transportation,

64 trail and wastewater uses are subject to the requirements of the Growth Management Act,  
65 chapter 36.70 RCW.

66 SECTION 2. The King County executive is hereby authorized to execute a  
67 reciprocal coordination and cooperation covenant agreement with Puget Sound Energy  
68 substantially in the form of Attachment A to this ordinance, to implement the terms of the

69 agreement and to execute any documents necessary to carry out the transaction  
70 authorized by the agreement.  
71


Ordinance 17501 was introduced on 8/27/2012 and passed by the Metropolitan King County Council on 12/10/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Dunn and Mr. McDermott  
No: 0  
Excused: 1 - Mr. Ferguson

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
Anne Noris, Clerk of the Council

APPROVED this 20 day of December, 2012



Dow Constantine, County Executive

**Attachments:** A. Reciprocal Coordination and Cooperation Covenant Agreement, dated 11-30-12

**RETURN ADDRESS:**

KING COUNTY PROSECUTOR'S OFFICE  
 KING COUNTY COURTHOUSE, SUITE W400  
 516 THIRD AVENUE  
 SEATTLE, WA 98104  
 ATTN: PETER G. RAMELS

**RECIPROCAL COORDINATION AND COOPERATION COVENANT AGREEMENT**

GRANTOR/GRANTEE:

PUGET SOUND ENERGY, INC.

GRANTEE/GRANTOR:

KING COUNTY

ABBREVIATED LEGAL DESCRIPTION:

(PSE burdened and benefited property interest):  
 South Rail Line Easement over BNSF Railway  
 Company's Woodinville to Kenndale, Washington  
 Branch Line right-of-way lying within the following:  
 PTN Sections 15, 16, 22, 27, 28, 32, 33, T26N-R05E,  
 WM; PTN Sections 5, 8, 17, 20, 21, 28, 33, T25N-  
 R05E, WM; PTN Sections 4, 9, 16, 17, 20, 29, 31,  
 32, T24N-R05E, WM; and PTN Section 6, T23N-  
 R05E, WM

(King County benefitted and burdened property  
 interests):

ASSESSOR'S TAX PARCEL NOS.

\_\_\_\_\_ (PSE burdened and benefited  
 property interest) \_\_\_\_\_ (King County  
 benefitted and burdened property)

## **RECIPROCAL COORDINATION AND COOPERATION COVENANT AGREEMENT**

THIS RECIPROCAL COORDINATION AND COOPERATION COVENANT AGREEMENT ("**Covenant Agreement**"), dated as of \_\_\_\_\_, 2012, is made by KING COUNTY, a political subdivision of Washington (the "**County**"), and PUGET SOUND ENERGY, INC., a Washington corporation ("**PSE**").

### **RECITALS**

A. The County acquired from the Port of Seattle (the "**Port**") the fee interest in certain real property commonly described as the portion of the Eastside Rail Corridor Property located within King County, State of Washington (the "**Corridor Property**"). The Corridor Property is legally described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein.

B. In addition to being the fee owner of the Corridor Property, the County is also the "Interim Trail User" for railbanking purposes. As the Interim Trail User, the County is subject to certain legal obligations (the "**Railbanking Obligations**") imposed through Section 8(d) of the National Trails System Act, also known as the Rails-to-Trails Act, 16 U.S.C. § 1247(d), and 49 C.F.R. § 1152.29 (the "**Railbanking Legislation**"), the Notice of Interim Trail Use for the Corridor Property issued by the STB, the Trail Use Agreement (the "**TUA**") entered into between BNSF and the County, and the Statement of Willingness to Accept Financial Responsibility.

C. Consistent with the Railbanking Legislation and the County's obligations as the Interim Trail User, the County intends to develop, operate, maintain, repair, improve and replace a public hard- and/or soft-surface regional trail along with Trail Related Improvements (defined below) within the Corridor Property for public pedestrian, bicycle and other non-motorized uses (the "**Trail**").

D. The County intends to use certain subsurface portions (and related and necessary surface portions) of the Corridor Property for operating, maintaining, repairing, improving, removing replacing and expanding the County's wastewater facilities that are currently located within the Corridor Property as of the date of this Covenant Agreement (the "**Existing Wastewater Facilities**"), and to add additional wastewater facilities that are needed by the County's Wastewater Treatment Division ("**Additional Wastewater Facilities**").

E. PSE acquired from the Port that certain easement encumbering the Corridor Property (the "**Easement Area**"), more particularly described as the South Rail Line Easement, recorded in the public records of King County, Washington, on December 21, 2010, under recording number 20101221000998, as amended for the sole purpose of correcting a legal description scrivener's error through the amendment recorded in the public records of King County, Washington, on \_\_\_\_\_, under recording number \_\_\_\_\_ (the "**PSE Easement**").

F. The purpose of this Covenant Agreement is to further clarify and to coordinate PSE's and the County's planning and development activities within the Corridor Property.

NOW, THEREFORE, PSE and the County, in consideration of each other's duties and obligations under this Covenant Agreement and in exchange for other good and valuable consideration described herein, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Trail Use. The County holds the right to use the Corridor Property for the installation, development, construction, operation, maintenance, repair, improvement, replacement and removal of a Trail consistent with the TUA and any and all Railbanking Obligations and Railbanking Legislation ("**Trail Use**"). The County may designate a Planned Trail Area (defined below) or a Trail Alignment Area (defined below) (together, "**Trail Areas**"). As reasonably necessary in the reasonable judgment of the County to meet the County's Regional Trail Guidelines, Trail Areas may be up to thirty (30) feet wide; provided, however, as further reasonably necessary in the reasonable judgment of the County to meet the County's Regional Trail Guidelines, portions of the Trail Areas may be wider than thirty (30) feet where additional width is required (a) to accommodate slopes for cuts and fills for the Trail; (b) to allow ingress and egress to the Trail and restroom, parking and other Trail-related facilities; (c) to install abutments, pilings, or other structural elements of trail bridges or tunnels; (d) to allow grade or other physical separation of the Trail and any active rail lines or other uses on the Corridor Property; or (e) to install storm water drainage or detention facilities or other facilities required by a permitting agency in support of or as mitigation for the Trail (collectively "Trail Related Improvements").

2. Public Multipurpose Easement. The parties acknowledge and agree that when the County acquired the Corridor Property, that certain Public Multipurpose Easement by and between the Port and the County recorded December 18, 2009, under King County Recorder's file No. 20091218001538, may have terminated through the doctrine of merger, and, that due to such possible termination, the terms of the Public Multipurpose Easement may no longer apply to the Corridor Property, and that such possible termination does not diminish or interfere with the reserved rights of the County to use the Property for Trail Use and Railbanking as set forth in this Covenant Agreement and the PSE Easement.

3. Railbanking. The County holds the right to use the Corridor Property for any and all Railbanking Obligations of the County, including Trail Use and custodial activities over the length and width of the Corridor Property as required by, and consistent with, any and all Railbanking Obligations and Railbanking Legislation. Additionally, PSE and the County agree to the following terms with regard to the provisions of Section 7 of the PSE Easement.

a. In Section 7 of the PSE Easement, PSE and the Port agreed that "[i]n the event the County elects not to proceed with Trail Development (as defined in the TUA) and takes action to terminate the TUA, Grantor shall (i) engage a substitute Interim Trail User consistent with all current and future STB requirements and (ii) take such action to satisfy any and all Railbanking Obligations and Custodial Activities as defined in, and pursuant to, the TUA." As between PSE and the County, these terms shall not be applicable, but rather the parties agree as follows:

In the event the County determines in its reasonable judgment that it is no longer reasonably practicable to carry out Railbanking Obligations due to actions taken by a third party

legally establishing fee simple or other property interest ownership through no unreasonable action or inaction of the County of all or a portion of the Corridor Property that leads to abandonment, due to abandonment outside the Corridor Property of a segment of rail line connecting the Corridor Property to the national rail system, or due to catastrophic physical damage to the Property that would require exorbitant costs to address (the "Railbanking Termination Event"), then the County shall notify PSE in writing no less than 180 days before the date that the County intends to notify the STB that the County will no longer serve as the Interim Trail User for the portion of the Corridor Property for which the County has determined in its reasonable judgment that it is no longer reasonably practicable to carry out Railbanking Obligations because of the Railbanking Termination Event ("Identified Portion"), and to request that the County's Railbanking Obligations be extinguished as to the Identified Portion pursuant to the Railbanking Legislation. If requested by PSE, the County shall cooperate with PSE to transfer to a substitute Interim Trail User its Interim Trail User status and the property rights necessary for an Interim Trail User to carry out the Railbanking Obligations on the Identified Portion. The County shall transfer such property rights at no cost to the substitute Interim Trail User so long as the property rights would revert to the County if Railbanking ever terminates and the Identified Portion is abandoned.

b. PSE and the County recognize and agree as follows: (i) that a portion of the Corridor Property between mileposts 10.6 and 11.25 (the "**Wilburton Segment**") has not been subject to Interim Trail Use and the Railbanking Obligations, but rather was abandoned with the approval of the STB prior to the Port's acquisition of the Corridor Property, (ii) that the Wilburton Segment is a critical link in the maintenance of the remainder of the Corridor Property in compliance with the Railbanking Obligations, and, therefore, (iii) that the Wilburton Segment is subject to the terms and conditions of this Covenant Agreement as if it was subject to Interim Trail Use and the Railbanking Obligations.

#### 4. Planned Trail Area and Trail Alignment Area.

a. In order to assist both parties in planning efforts, the County may at any time designate a "**Planned Trail Area**" on the Corridor Property consistent with the standards for Trail Areas set forth in Section 1 of this Covenant Agreement by providing written notice of the Planned Trail Area to PSE. The County may designate a Planned Trail Area in phases and shall use reasonable and good-faith efforts to designate the Planned Trail Area for all of the Corridor Property on or before June 1, 2016. If reasonably necessary in the reasonable judgment of the County to meet the County's Regional Trail Guidelines or to improve the functionality of a Planned Trail Area, the County may modify portions of the Planned Trail Area by providing written notice of the modification to PSE as the County's development plans progress, and such modification shall be considered part of the Planned Trail Area.

b. Prior to PSE constructing a new facility in the Planned Trail Area, PSE shall send a notice to the County containing a description of the activities and any construction plans or surveys of the proposed new facility. Within thirty (30) days of receiving such notice, the County may deliver a notice to PSE stating that, in the County's reasonable discretion, the proposed facility will unreasonably interfere with the County's Trail Use and suggest reasonable changes to PSE's proposal that would eliminate the unreasonable interference. If PSE installs the proposed facility without

implementing the County's suggested changes and if the County, in its reasonable discretion, later determines that the facility as installed in fact unreasonably interferes with the County's Trail Use and notifies PSE of the same in writing, then PSE shall be responsible, at PSE's cost, for the reasonably necessary relocation of the PSE facility at such time as is necessary to eliminate the interference. Any dispute as to whether such relocation may be required shall be resolved under Section 4(e) of this Covenant Agreement. However, if the County does not deliver any notice suggesting reasonable changes within thirty (30) days of receiving PSE's notice described above, PSE's proposed facility shall be deemed to have been approved by the County and shall be a Planned Facility (as defined below) of PSE.

c. Promptly after completing a planning process that results in planning level site plans, planning level views of the Trail, typical cross-sections and other planning level details ("**Trail Plan**"), the County shall designate a trail alignment area ("**Trail Alignment Area**") for the Corridor Property as identified in the planning process and consistent with the standards for Trail Areas set forth in Section 1 of this Covenant Agreement by providing written notice of this alignment to PSE, which notice shall reasonably detail at a planning level the alignment and all proposed improvements, facilities, structures, slopes for cuts and fills for the Trail, necessary ingress and egress to the Trail, abutments, pilings, or other structural elements of any trail bridges or tunnels, the physical separation of the Trail to any active rail lines or other uses on the Corridor Property, and any storm water drainage or detention facilities or other facilities required by a permitting agency in support of or as mitigation for the Trail within such alignment. Upon providing such notice to PSE, the Trail Alignment Area shall be deemed a Planned Facility of the County, governed by Section 6 of this Covenant Agreement, and the Planned Trail Area in the segment of the Corridor Property subject to the Trail Alignment Area shall be superseded by the Trail Alignment Area. After completing an amendment to a Trail Plan, the County may also modify the Trail Alignment Area by providing written notice of the modification to PSE and such modification shall be considered a part of the Trail Alignment Area, but within that portion of the Trail Alignment Area any Trail shall receive protection under this Covenant Agreement only to the extent such improvements qualify as a Planned Facility under Section 6(b) of this Covenant Agreement. The County may designate a Trail Alignment Area in phases and shall use reasonable and good-faith efforts to designate the Trail Alignment Area for twenty-five percent (25%) of the Corridor Property on or before June 1, 2020, for fifty percent (50%) of the Corridor Property on or before June 1, 2022, for seventy-five percent (75%) of the Corridor Property on or before June 1, 2024, and for the entire Corridor Property on or before June 1, 2026.

d. If after using reasonable and good-faith efforts to meet the timelines for designating a Planned Trail Area or a Trail Alignment Area under Section 4(a) or (c) of this Covenant Agreement the County has not been able to achieve the timelines, then the County may request in writing to PSE an extension of these timelines in two-year increments, and such extension shall not be unreasonably withheld, conditioned or delayed by PSE.

e. Any dispute arising out of this Section 4 shall be resolved as follows: (i) a party raising a dispute shall deliver written notice specifying with particularity the basis for the dispute; and, (ii) if the parties are unable to resolve the dispute within thirty (30) days, the dispute resolution process provided for in Sections 4(b)i.-iv. of the PSE Easement shall apply.



5. Wastewater Facilities.

a. The Existing Wastewater Facilities are located in the Corridor Property in the locations set forth on Exhibit C attached hereto and incorporated herein. Those facilities are authorized by a variety of instruments and agreements listed on Exhibit D attached hereto and incorporated herein ("**Wastewater Instruments**"). To the extent that Exhibits C and D identify Existing Wastewater Facilities or Wastewater Instruments for facilities that are not located in the Corridor Property, those facilities are not governed by or subject to this Agreement. The County will continue to have the rights and obligations set forth in the Wastewater Instruments vis-à-vis PSE even if such rights would otherwise be terminated through the doctrine of merger. The County shall not have the right to assign such Wastewater Instruments without PSE's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

b. In addition, the County hereby designates a twenty (20) foot wide "**Utility Area**" centered on the Existing Wastewater Facilities for the County's Existing Wastewater Facilities and Additional Wastewater Facilities (along with related and necessary surface intrusions). Within, but only within, this Utility Area, PSE shall make a reasonable and good faith effort to avoid proposing a new facility that would unreasonably interfere with the ability of the County to install, operate, maintain, repair, improve, remove, replace and expand Existing Wastewater Facilities and Additional Wastewater Facilities, provided that such Additional Wastewater Facilities are Planned Facilities ("**Wastewater Use**"). An Additional Wastewater Facility that qualifies as a Planned Facility will be treated as a Planned Facility under Section 6.

c. Prior to PSE constructing a new subsurface facility in the Utility Area, PSE shall send a notice to the County containing a description of the activities and any construction plans or surveys of the proposed new facility. Within thirty (30) days of receiving such notice, the County may deliver a notice to PSE stating that, in the County's reasonable discretion, the proposed facility will unreasonably interfere with the County's Wastewater Use and suggest reasonable changes to PSE's proposal that would eliminate the unreasonable interference. If PSE installs the proposed facility without implementing the County's suggested changes and if the County, in its reasonable discretion, later determines that the facility as installed in fact unreasonably interferes with the County's Wastewater Use and notifies PSE of the same, then PSE shall be responsible, at PSE's cost, for the reasonably necessary relocation of the PSE facility at such time as is necessary to eliminate the interference. Any dispute as to whether such relocation may be required shall be resolved under Section 5(d) of this Covenant Agreement. However, if the County does not deliver any notice suggesting reasonable changes within thirty (30) days of receiving PSE's notice described above, PSE's proposed facility shall be deemed to have been approved by the County and shall be a Planned Facility of PSE.

d. Any dispute arising out of this Section 5 shall be resolved as follows: (i) a party raising a dispute shall deliver written notice specifying with particularity the basis for the dispute; and (ii) if the parties are unable to resolve the dispute within thirty (30) days, the dispute resolution process provided for in Sections 4(b)i.-iv. of the PSE Easement shall apply.

6. Coordination of Development Activities. Prior to either party constructing any new facility or improvements in the Easement Area, the parties shall follow the steps set forth in Section 4 of the PSE Easement relating to Interference, except that the terms of Section 4 shall be augmented with the following additional provisions:

a. In addition to the grounds for asserting interference set forth in Section 4(b) of the PSE Easement, if the Non-Constructing Party, in its reasonable discretion, determines that the proposed use of the Easement Area by the Constructing Party unreasonably interferes with the Non-Constructing Party's Planned Facilities (defined below), then the Non-Constructing Party shall provide the Constructing Party with a Dispute Notice within the thirty (30) day timeframe specified in Section 4(a) of the PSE Easement, specifying with particularity the basis for the claim that the Constructing Party's use of the Easement Area is or will be an interference. If the parties are unable to resolve the dispute within thirty (30) days, they shall follow the dispute resolution process set forth in Section 4(b)i.-iv. of the PSE Easement.

b. For the purposes of this Covenant Agreement, "**Planned Facilities**" or a "**Planned Facility**" shall mean utilities, facilities, improvements, rebuilds, re-alignments and/or upgrades that, as of the date of the Dispute Notice, are (i) being developed by PSE or the County (as applicable) in accordance with the standard operating procedures of that entity *or* included in PSE's or the County's (as applicable) then-current written planning documents and (ii) designed to a thirty percent (30%) design level according to the applicable entity's standard operating procedures.

c. In addition to the standards for interference set forth in Section 4(b)iv. of the PSE Easement as being determinative, the following additional standards or their future functional equivalents shall also be considered and shall be equally determinative: the King County Regional Trail Development Guidelines, AASHTO Guide for the Development of Bicycle Facilities, Washington State Department of Transportation Manual M 22-01-07 Ch. 1515, Shared-Use Paths, the Manual of Uniform Traffic Control Devices, and the Department of Ecology's Criteria for Sewage Design (Orange Book).

d. The parties acknowledge and agree that use of the term "interference" throughout the PSE Easement means "unreasonable interference."

e. The parties encourage one another to informally consult and cooperate with one another in developing plans for facilities as early and often as reasonably possible in order to minimize cost and to most efficiently plan for shared use of the Corridor Property.

f. PSE Review Costs for Additional Wastewater Facilities. Upon PSE's written notice, the County shall pay to PSE PSE's Review Costs related to Additional Wastewater Facilities. "Review Costs" means the reasonable and necessary costs, including without limitation man-hours, taxes, transportation and any other cost allocations consistent with PSE's internal cost accounting procedures and/or direct out-of-pocket expenses, incurred by or on behalf of PSE under Section 4 of the PSE Easement and Section 6 of this Covenant Agreement in connection with reviewing and/or responding to any notices received by PSE from the County for constructing any new improvements that are Additional Wastewater Facilities. Review Costs shall not include costs incurred by PSE in

Mediation under Section 4(b)ii. of the PSE Easement or Arbitration under Section 4(b)iii. of the PSE Easement and shall also not include legal expenses. Any dispute about Review Costs shall be subject to resolution through the process provided for in Sections 4(b)i.-iv of the PSE Easement.

7. Relocation Rights.

a. County's Rights. In the event that it is reasonably necessary, as determined in the reasonable discretion of the County, for the operation, use, maintenance, repair, construction, installation, reconstruction, expansion or replacement of the County's Trails, Existing Wastewater Facilities, and Additional Wastewater Facilities built or to be built subject to the limitations set forth in this Covenant Agreement and the PSE Easement to relocate PSE's facilities within the Corridor Property, the County may relocate PSE's facilities provided the following conditions are satisfied: (i) the County shall provide at least twelve (12) months' prior written notice to PSE reasonably detailing the proposed relocation and the proposed construction schedule for such relocation, including timeframes for the County's delivery of detailed construction plans and schedule; (ii) the applicable PSE facilities shall be relocated to another location within the Easement Area; (iii) the County shall, at its sole cost and expense, be responsible for any and all costs incurred by PSE as a result of such relocation; (iv) the proposed relocation, and applicable construction schedule, shall not unreasonably (as determined in the reasonable discretion of PSE) affect, jeopardize or impact the structural integrity, capacity, reliability or design criteria of any PSE facilities; (v) PSE shall manage and control any such relocation work, including the hiring and management of contractors; and (vi) the County shall indemnify PSE from and against any liability incurred by PSE arising from actions taken by the County relating to such relocation, but nothing herein shall require the County to indemnify PSE for that portion of any such liability attributable to the negligence of PSE, its employees, agents or contractors. Requests by the County and determinations by PSE under this Section that are not resolved within ninety (90) days of the written request shall be governed by the dispute resolution process set forth in Sections 4(b)i.-iv. Of the PSE Easement.

b. PSE's Rights. In the event that it is reasonably necessary, as determined in the reasonable discretion of PSE, for the operation, use, maintenance, repair, construction, installation, reconstruction, expansion or replacement of PSE's gas and/or electric facilities to relocate any County facilities within the Corridor Property, PSE may relocate County facilities provided the following conditions are satisfied: (i) PSE shall provide at least twelve (12) months' prior written notice to the County reasonably detailing the proposed relocation and the proposed construction schedule for such relocation, including timeframes for PSE's delivery of detailed construction plans and schedule; (ii) the applicable County facilities shall be relocated to another location within the Corridor Property; (iii) PSE shall, at its sole cost and expense, be responsible for any and all costs incurred by the County as a result of such relocation; (iv) the proposed relocation, and applicable construction schedule, shall not unreasonably (as determined in the reasonable discretion of the County) affect, jeopardize or impact the structural integrity, capacity, reliability or design criteria of the County facilities; (v) the County shall manage and control any such relocation work, including the hiring and management of contractors; and (vi) PSE shall indemnify the County from and against any liability incurred by the County arising from actions taken by PSE relating to such relocation, but nothing herein shall require PSE to indemnify the County for that portion of any such liability attributable to the negligence of the County, its employees, agents or contractors. Requests by PSE and determinations by the County

under this Section that are not resolved within ninety (90) days of the written request shall be governed by the dispute resolution process provided for in Sections 4(b)i.-iv. Of the PSE Easement. PSE shall not, however, have the right to relocate a developed Trail or its related facilities that are in public use, unless the Trail and its related facilities can be relocated in such a way as to continue to meet the County's Regional Trail Guidelines. PSE may disrupt Trail Use for construction of PSE's facilities so long as PSE takes reasonable steps to minimize the duration of such disruption and provides reasonable alternative routes for Trail users.

8. Removal of Brush, Trees and Vegetation. Section 2(a) of the PSE Easement authorizes PSE to cut, remove and dispose of brush, trees and other vegetation. In addition to the provisions set forth therein, PSE's authority to cut, remove and dispose of any and all brush, trees or other vegetation shall be exercised only within a thirty (30) foot wide footprint around its facilities or within any other portion of the Corridor Property if the brush, trees, and/or other vegetation in that portion of the Corridor Property would unreasonably interfere with PSE's facilities or threaten the health and safety of the general public, all in accordance with applicable standard electricity and gas utility practices and procedures. To the extent brush, trees and other vegetation subject to PSE's rights in this paragraph are located within Trail Areas, PSE shall obtain the County's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed, provided that the County's approval shall not be required in addressing an emergency situation in accordance with applicable standard utility practices and procedures.

9. As Built. After completion of any new construction of either PSE's facilities or the County's facilities, the Constructing Party shall provide the Non-Constructing Party with as-built drawings showing the location and depth or height, as applicable, of the improvements installed by the Constructing Party within the Corridor Property.

10. Insurance and Indemnification Provisions. PSE and the County agree to the following additional terms with regard to the insurance and indemnification provisions in the PSE Easement.

a. The County may satisfy the insurance requirements of Section 5 of the PSE Easement by providing proof of self-insurance.

b. Section 8 of the PSE Easement is amended and restated as follows:

**"8. Indemnification.** Grantor shall pay, protect, pay the defense costs of, indemnify and hold Grantee and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) Grantor's negligence; (b) Grantor's failure to make available its interests in the Easement Area to accommodate reactivated freight rail service; (c) Grantor's failure to perform any obligation required by this Agreement; and (d) the breach of any representation, warranty or agreement of Grantor set forth in this Agreement.

Grantee shall pay, protect, pay the defense costs of, indemnify and hold Grantor and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) Grantee's negligence; (b) Grantee's failure

to make available its interests in the Easement Area to accommodate reactivated freight rail service; and (c) Grantee's failure to perform any obligation required by this Agreement; and (d) the breach of any representation, warranty or agreement of Grantee set forth in this Agreement.

Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, each party specifically and expressly waives any immunity it may have under Washington State Industrial Act, RCW Title 51, and acknowledges that this waiver was mutually negotiated by the parties herein. In no event shall either party's obligations hereunder be limited to the extent of any insurance available to or provided by the obligated party. The provisions of this paragraph shall survive Closing."

c. All of Grantor's warranties and representations set forth in Section 18 of the PSE Easement are hereby replaced by the following warranties and representations as to this Covenant Agreement:

(i) The parties each represents to the other that the person or persons executing this Covenant Agreement have authority to do so and to bind the parties hereunder. All consents, permissions and approvals related to entry into this Covenant Agreement, and the obligations hereunder, have been obtained. Each party further represents and warrants to the other that the party has taken all corporate action necessary to authorize the execution and delivery by that party of this Covenant Agreement and the performance of its obligations hereunder, including, without limitation, any resolutions, governmental approvals or other actions as may be required by applicable law or statute. The County further represents and warrants to PSE that (1) to the County's actual knowledge the County has not received any written notice of, and the County has no knowledge of, any actual or pending litigation, proceeding or claim by an organization, person, individual or governmental agency against the County (A) that could materially impair the County's ability to perform its obligations under this Covenant Agreement or (B) that could assert that the County does not have sufficient ownership interest to grant this Covenant Agreement, and (2) to the County's actual knowledge the Easement Area as defined in the PSE Easement in the Corridor Property is not subject to any leases, tenancies or rights of persons in possession, franchises, occupying agreements, unrecorded easements or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting the Easement Area (collectively "**Third Party Rights**") other than as set forth in the Title Commitments dated \_\_\_\_\_ and "List of Known Third Party Rights" dated \_\_\_\_\_ and on file in the offices of the parties. Provided, however, that other than as set forth in Section 10.c. of this Covenant Agreement, the County does not make nor is it responsible for any title warranty of any kind with regard to the PSE Easement or this Covenant Agreement. Provided further, however, the following:

(a) Each party acknowledges the existence of the class action lawsuit, Lane v. Port of Seattle, Case No. 10-2-25591-5;

(b) Each party acknowledges the adverse possession claim in the quiet title action, Ao-Zhou v. BNSF Railway Company, et al., Case No. 09-2-44773-0 KNT, which was

dismissed on April 22, 2011, and the subsequent petition made by plaintiff therein in STB Docket No. 35539, which was decided on June 4, 2012 (service date June 6, 2012);

(c) The parties acknowledge that two condemnation lawsuits have been filed in King County Superior Court, one under Cause No. 12-2-17740-6 SEA in that certain case captioned City of Bellevue v. Port of Seattle, et al., and another under Cause No. 12-2-19166-2 SEA in that certain case captioned City of Bellevue v. Bellevue 116<sup>th</sup> Avenue LLC, et al.

(ii) The representations and warranties of the County in Section 10.c. of this Covenant Agreement based on having "no knowledge" or to the County's "actual knowledge" are based on the knowledge of Steve Salyer, the Section Manager of the Real Estate Services Section of King County, based on his actual knowledge with no duty to make further inquiries or investigations.

11. Miscellaneous.

a. Any notice required herein or permitted to be given or served by either party hereto upon the other shall be deemed given or served in accordance with the provisions of this Covenant Agreement, if personally served, delivered by national overnight courier (such as Fed Ex, UPS, DHL), if sent via facsimile or if mailed by United States Registered or Certified Mail, postage prepaid, properly addressed as follows:

PSE:	Puget Sound Energy, Inc. Attn: Right of Way Department PO Box 97034 (EST-06W) Bellevue, WA 98009-9734 Telephone: 425-456-2645 Facsimile: 425-462-3519	Puget Sound Energy, Inc. Attn: Energy Production Department PO Box 97034 Bellevue, WA 98009-9734 Telephone: 425-462-3022 Facsimile: 425-462-3223
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County: King County  
Department of Natural Resources and Parks  
Attn: Deputy Director  
201 S Jackson St, Ste. 700  
Seattle, WA 98104  
Telephone: 206-296-6500  
Facsimile: 206-296-3749

b. No Partnership. This Covenant Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligations or other liability thereon. No party shall have any right, power, or authority to enter into any agreement or undertaking for or on behalf of, to act as, or be an agent or representative of, any other party.

c. Nonwaiver. The failure of any party to insist upon or enforce strict performance by the other parties of any of the provisions of this Covenant Agreement, or failure to



exercise any rights or remedies under this Covenant Agreement, shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in that or any other instance; rather the same shall remain in full force and effect.

d. Counterparts; Amendment or Modification. This Covenant Agreement may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single agreement. This Covenant Agreement may be modified only by written agreement of the parties. This Covenant Agreement is for the benefit of only the parties hereto, and shall not give rise to any claim or remedy for any other person or entity.

e. Interpretation.

i. All capitalized terms have the same meanings as set forth in the PSE Easement unless the term is otherwise specifically defined in this Covenant Agreement.

ii. This Covenant Agreement and the PSE Easement set forth the entire agreement between the parties with respect to the subject matter hereof, and are intended by the parties to be read in harmony with one another. There are no understandings or agreements between the parties respecting the subject matter hereof, written or oral, other than as set forth in those documents.

iii. This Covenant Agreement is not intended to affect the reserved rights of the County in the Corridor Property or the rights of PSE in the PSE Easement except to the extent specifically addressed by the subject matter of this Covenant Agreement.

f. Breach. Remedies for any breach of this Covenant Agreement shall be the same as set forth in Section 12 of the PSE Easement.

g. Binding Successors; Termination; Assignment.

i. Binding on Successors and Runs with Land. Subject to the termination clause set forth in Section 11.g.ii. below, PSE and the County agree, covenant and declare that each party's interests in, but only within, the Corridor Property are subject to the restrictive covenants contained herein, which covenants shall run with the land in perpetuity and burden the parties' respective interests in, but only within, the Corridor Property for the benefit of each party and each party's respective interests in, but only within, the Corridor Property. PSE and the County further agree, covenant and declare that the covenants and conditions contained herein touch and concern the land and shall bind, and the benefits shall inure to, respectively, each party and its successors and assigns and all subsequent owners or tenants of any portion of each party's interests in, but only within, the Corridor Property. Notwithstanding anything to the contrary contained in this Covenant Agreement, Section 5 of this Covenant Agreement shall be enforceable only by and between PSE and the County against each other as to the Wastewater Use, and not to wastewater facilities and/or uses owned, leased, licensed, or operated by any third party.

ii. Termination. This Covenant Agreement shall terminate as to any portion of the Corridor Property that is conveyed by the County to an entity that is not a government

or non-profit entity acquiring an interest in the Corridor Property for the purpose of conducting Trail Use.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

King County  
a political subdivision of Washington

Puget Sound Energy, Inc.  
a Washington corporation

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

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

[NOTARY BLOCKS]



## **EXHIBIT A**

### **Corridor Property Legal Description**

#### **PARCEL A:**

##### **MP 23.45 - 23.8 Woodinville to Kenndale**

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kenndale, Washington Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across King County, Washington, more particularly described as follows, to-wit:

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 9, Township 26 North, Range 5 East, W. M., King County, Washington lying Southerly of the Southwesterly boundary of that certain 100 foot wide tract of land described in deed dated April 5, 1887 from Mary B. Jaderholm to Seattle and West Coast Railway, recorded May 5, 1887 in Volume 40 of Deeds, Page 288, records of said County; also,

That certain 4.02 acre tract of land described in deed dated November 13, 1903 from Emanuel Neilsen and Grete Neilsen to Northern Pacific Railway Company recorded November 16, 1903 in Volume 358 of Deeds, Page 543, records of King County, Washington, said 4.02 acre tract being described in said deed for reference as follows:

"A strip of land over and across the south half of the southeast quarter (S/2 of SE/4) of Section 9, Township twenty-six (26) north, Range five (5) east, W.M., consisting of a strip of land one hundred ten (110) feet wide, being fifty (50) feet wide on the southwesterly side of the center line of the proposed Seattle Belt line railroad of the Northern Pacific Railway Company, as the same is surveyed and staked out across said premises, and sixty (60) feet in width on the northeasterly side of said center line; and an additional strip of land twenty (20) feet in width on the northeasterly side of said above described strip from Station 29 of said railroad center line extending to the south line of said Section 9, a distance of 580 feet, said additional strip being 20 feet wide and 580 feet long; containing 4.02 acres, more or less." EXCEPTING THEREFROM, All that portion of the Southwesterly 35.0 feet of Parcels "A" and "B" of Boundary Line Adjustment Number S92L0145R, King County, Washington, according to the recorded plat thereof.

**PARCEL B:**

**MP 23.45 –Woodinville to Kennydale MP 5.0  
(Except Sound Transit and City of Kirkland Segments)**

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville (MP 23.45) to Kennydale (MP 5.0), Washington Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across King County, Washington, more particularly described as follows, to-wit:

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the NE $\frac{1}{4}$  Section 16, and the W $\frac{1}{2}$  Section 15, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said NE $\frac{1}{4}$  Section 16, and bounded on the South by South line of said W $\frac{1}{2}$  Section 15; also,

That portion of that certain 50.0 foot wide Branch Line right of way, being 25.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22, Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said Section 22, and bounded on the South by South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the E $\frac{1}{2}$  Section 22, the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said E $\frac{1}{2}$  Section 22, and bounded on the South by South line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27; also,

That certain 4.43 acre tract of land described in deed dated April 3, 1903 from Nellie Nelson to Northern Pacific Railway Company recorded April 3, 1903 in Book 342 of Deeds, Page 371, records of King County, Washington, said 4.43 acre tract being described in said deed for record as follows:

"All that portion of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26 North, Range 5 East, lying between the easterly line of the present right of way of the Northern Pacific Railway Company, which line is 50 feet distant southeasterly from the center line of the railroad track of said company, as now located and constructed over and across said premises and a

line drawn parallel to and 50 feet distant southeasterly from, when measured at right angles to the center line of the proposed railroad track as now staked out and to be constructed, over and across said premises;

“Also all that portion of said Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26, lying within 50 feet of that certain straight line which connects the center line of the present track of the Northern Pacific Railway Company line with the center line of the proposed track of the Northern Pacific Railway Company line and being tangent to the curves of both of said center lines, containing in all 4.43 acres, be the same more or less.” EXCEPTING THEREFROM, Lot 3, King County Short Plat Number 1078060, recorded under King County Recording Number 8003270855, being a subdivision of: That portion of the southeast quarter of the northwest quarter of Section 27, Township 26 North, Range 5 East, W.M., King County, Washington, lying northerly and westerly of the northerly and westerly right of way of the Northern Pacific Railway Company’s “Seattle Belt Line”, and south of the southerly right of way line of that road conveyed to King County by deed recorded under Recording Number 2695175 and northeasterly of a line described as follows: Beginning at the northwest corner of the southeast quarter of the northwest quarter of said Section 27; thence south 1°58’24” west along the west line of the southeast quarter of the northwest quarter of said Section 27, a distance of 265 feet; thence north 65°33’39” east 444.80 feet to the true point of beginning of the following described line; thence south 18°15’21” east, 640 feet, more or less, to the northerly right of way line of said Northern Pacific Railway Company’s “Seattle Belt Line”, said northerly right of way line being 50’ Northeast of the center line of the maintrack as now constructed and the terminus of said line.; also,

That certain 0.05 acre tract of land described in deed dated August 25, 1904 from Otto Weppler et al. to Northern Pacific Railway Company recorded September 7, 1904 in Book 375, Page 507, records of King County, Washington, said 0.05 acre tract being described in said deed for reference as follows:

“All that piece or parcel of land in the southeast quarter of the northwest quarter (SE/4 of NW/4) of Section twenty-seven (27), Township twenty-six (26), Range five (5) east, W. M. which lies northwesterly of the original Seattle Belt Line right of way as described in deed recorded in Volume 116 of Deeds, Page 289, Records of King County, and within fifty (50) feet of the center line of the revised location of the track of the Seattle Belt Line as the same is now surveyed and being constructed over and across said subdivision, containing 5/100 acres, more or less.”; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> Section 27 the S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> Section 28, W<sup>1</sup>/<sub>2</sub>NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub>SW<sup>1</sup>/<sub>4</sub> Section 33, SE<sup>1</sup>/<sub>4</sub> Section 32, all in Township 26 North, Range 5 East, W. M., bounded on the East by the East line of said SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub> Section 27, and bounded on the South by South line of said SE<sup>1</sup>/<sub>4</sub> Section 32, EXCEPTING THEREFROM, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260805, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 30, 1998

as Document No. 9807301468, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260791, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Quitclaim Deed dated January 6, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2000 as Document No. 20000211000454, records of King County, Washington, ; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 3, 4, 5, 6, 11, 12, 13, 14, 18, 19, 23, 24, 25 and 26, the vacated alley between Blocks 13 and 14, and vacated Arlington Avenue between Blocks 14 and 19, as said Blocks and Streets are shown on plat of Lake Avenue Addition to Kirkland as recorded in Volume 6 of Plats, Page 86, Records of said County, together with any right title and interest, if any to those portions of Victoria Avenue, Harrison Avenue, Moreton Avenue; Jefferson Avenue, and Washington Avenue and Maple Street and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way, EXCEPTING THEREFROM, that portion of Lot 3, Block 5, Lake Avenue Addition to Kirkland, according to the official plat thereof in the office of the Auditor of King County, Washington lying between two lines drawn parallel with and distant, respectively, 34.0 feet and 50.0 feet Westerly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway) Main Track centerline as now located and constructed upon, over, and across said Block 5; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 220, 223, 224, 232, 233, 238, and 241 as said Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of King County Plats, at page 5, together with any right title and interest, if any to those portions of Massachusetts Avenue, Madison Avenue, Michigan Avenue, Olympia Avenue, Piccadilly Avenue, Cascade Avenue, Clarkson Avenue, Fir Street, and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Lots 1, 2, 4, 37, and all of Lots 3, 38, and 39, Block 227 as said Lots and Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of King County Plats, at page 5, which lie Northeasterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Southwesterly of a line parallel with and distant 50 feet Northeasterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the, S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 5, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South right of way line of Clarkson Avenue, City of Kirkland, Washington, and bounded on the West by the West line of said E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, EXCEPTING

THEREFROM, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260787, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Quitclaim Deed dated May 15, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded August 5, 1999 as Document No. 19990805001402, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281544, records of King County, Washington, also;

That certain 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington, said 0.23 acre tract being described in said deed for reference as follows:

“Commencing at a point in the east line of Lot four (4), Section eight (8), Township twenty-five (25) North, Range five (5) east, W.M., that is 395 feet north of the southeast corner of said lot, and running thence west parallel with the south line of said Lot four (4) 67 feet, more or less, to a point that is 50 feet distant from, when measured at right angles to, the center line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway Company as the same is now located, staked out and to be constructed across said Section eight (8); thence running northeasterly parallel with said railway center line 200 feet; thence westerly at right angles to said railway center line 30 feet; thence northeasterly parallel with said railway center line, and 80 feet distant therefrom, 130 feet, more or less, to the east line of said Lot four (4); thence south along said east line of said Lot four (4) 322 feet, more or less, to the point of beginning; containing 0.23 acres, more or less.”; also,

That certain strip of land described in deed dated March 3, 1904 from Seattle and Shanghai Investment Company to Northern Pacific Railway Company recorded March 9, 1904 in Book 387, Page 243, records of King County, Washington, said strip being described in said deed for reference as follows:

“A strip of land Two Hundred twenty-five (225) feet in width across that certain parcel of land designated as Tract “B” in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor’s office of King County, Washington in Volume 245 of Deeds, at page 41, reference thereto being had. Said strip of land hereby conveyed, having for its boundaries two lines that are parallel with and respectively distant One Hundred (100) feet easterly from, and One Hundred Twenty-Five (125) feet westerly from, when measured at right angles to, the center line of the Seattle Belt Line branch of the NORTHERN PACIFIC RAILWAY COMPANY, as the same is now constructed and located across said Tract “B”, which said Tract “B” is located in Section 17 of Township 25, North of Range 5 east of the Willamette Meridian”; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 4, Section 8, Government Lots 1, 2, and 3, the E $\frac{1}{2}$ SW $\frac{1}{4}$  Section 17, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$  Section 20, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South line of that

certain hereinabove described 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington and the East line of said Government Lot 4, Section 8, and bounded on the South by the South line of said NE $\frac{1}{4}$  Section 20, together with such additional widths as may be necessary to catch the slope of the fill in the N $\frac{1}{2}$  of said Government Lot 2, Section 17 as delineated in the 7th described parcel in deed dated June 20, 1903 from Kirkland Land and Improvement Company to Northern Pacific Railway Company recorded June 26, 1903 in Book 352, Page 582, records of King County, Washington. EXCEPTING THEREFROM, that portion of said 100.0 foot wide right of way lying within said hereinabove described parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41,; also,

That certain tract of land described in deed dated December 26, 1952 from Alma F. Robinson and William G. Robinson et al. to Northern Pacific Railway Company recorded January 14, 1953 in Book 3220 of Deeds, Page 301, in the records of the Auditor's office of King County, Washington, said tract of land being described in said deed for reference as follows:

"That portion of the south half of the northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 20, Township 25 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the center of said section; thence north 0 degrees 18 minutes 24 seconds west along the north and south quarter line of said section 738.60 feet to the center of the county road; thence along said road south 77 degrees 7 minutes east 500.00 feet; thence south 71 degrees 54 minutes east 308.27 feet, more or less; thence north 34 degrees 38 minutes east 18.00 feet to a stake in the north margin of said road; thence north 34 degrees 38 minutes east 609.40 feet, more or less, to the southwesterly margin of the Grantee's right of way, said margin being concentric with and distant 50 feet southwesterly, measured radially, from the center line of the main track of the Grantee's Belt Line as now constructed; thence southeasterly along said margin approximately 150 feet to a point distant 50 feet southwesterly, measured along the radius of the curve of said center line, from station 511 plus 50 in said center line (which station is distant 2337.6 feet southeasterly measured along said center line, from the north line of said section), the last-described point being the true point of beginning; thence southeasterly and southerly along said margin to a point distant 50 feet westerly, measured along the radius of said curve, from station 515 plus 60 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly measured along the radius of said curve, from station 514 plus 28 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly, measured along the radius of said curve, from station 513 plus 28 in said center line; thence northerly in a straight line to the true point of beginning.", also,

That portion of that certain 100.0 foot wide Branch Line right of way at said Railway Company's Northrup Station, being 50.0 feet on each side of said Branch Line's Main Track centerline, as originally located and constructed, upon, over and across Blocks 12, 13, 14, 15, 16, 21, 22, 23 and 24, all within Kirkland Syndicate First Addition to Seattle, together with any right title and interest, if any to those portions of Maple Street, Nelson Street, Bixby Street, Kirkland Avenue, Hawks Avenue and Fransen Avenue which lie within said 100.0 foot wide Branch Line right of way; also,



Those portion of Lots 10, 11, and 12, Block 14, Lots 1, 2, 3, and 4, Block 23 and Lot 10, Block 24, all within Kirkland Syndicate First Addition to Seattle, lying Southwesterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and bounded on the South by the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, together with any right title and interest, if any to those portions of Fransen Avenue, Jordan Avenue, Elkoos Avenue, and Railroad Avenue, which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Block 7, of Kirkland Syndicate's Second Addition to Kirkland Washington, situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and that portion of said Railway Company's property situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 28, all in Township 25 North, Range 5 East, W. M., lying Easterly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as now located and constructed and Westerly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed, bounded on the West by the West line of said Block 7 and its Northerly prolongation, and bounded on the South by the intersection of said parallel lines, together with any right, title and interest, if any, to Houghton Street and Railroad Avenue of Kirkland Syndicate's Second Addition to Kirkland Washington; also,

That certain 0.63 acre tract of land described in deed dated November 13, 1904 from Nathan P. Dodge Et Ux. to the Northern Pacific Railway Company recorded February 9, 1905 in Volume 408 of Deeds, Page 263, records of King County, Washington, said 0.63 acre being described in said deed for reference as follows:

"That part of southwest quarter of southwest quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ), Section twenty-one (21), Township twenty-five (25) north, Range five (5) east, W. M., described by metes and bounds as follows:

"Beginning at a point in the south line of said Section twenty-one (21) fifty (50) feet east from, when measured at right angles to, the original right of way of Seattle Belt Line Branch of the Northern Pacific Railway Company, as conveyed by deed executed by Roscoe Dunn and Ann Dunn his wife, dated Oct. 4th, 1890 and recorded Dec. 4th, 1890 in volume 116 of deeds, page 114, and running thence north 8° 40' west parallel with and 50 feet distant easterly from said original right of way line a distance of 270 feet to a point of curve; thence northwesterly along a curve to the left having a radius of 716.8 feet, a distance of 492.7 feet; thence north 48° 5' west a distance of 135 feet more or less, to a point on the said easterly line of the original right of way of said railway; thence southeasterly along said original easterly right of way line on a curve to the right having a radius of 859 feet, a distance of 591 feet; thence continuing along said easterly right of way line south 8° 40' east, a distance of 260

feet, more or less, to an intersection of said right of way line with the southern boundary line of said section 21; thence east 50.5 feet, more or less, to point of beginning, containing 0.63 acres, more or less, situated in the County of King, State of Washington.”; also,

That certain strip of land described in deed dated August 3, 1904 from John Zwiefelhofer and Aloisia Zwiefelhofer to Northern Pacific Railway Company recorded August 6, 1904 in Book 404 of Deeds, Page 44, records of King County, Washington, said strip of land being described in said deed for reference as follows:

“A strip of land fifty (50) feet wide lying immediately east of the right of way of said Railway Company and extending South from the North line of Section 28, Township 25 North Range 5 East a distance of Six Hundred feet (600) and containing 0.69 acres in the Northwest Quarter of the Northwest quarter (NW¼NW¼) of Section 28 Tp 25 N R 5 E WM.”, EXCEPTING THEREFROM, that portion of said 50 foot wide strip lying Northerly of a line parallel to and 400.0 feet Southerly of the North line of said NW¼NW¼ of Section 28 ; also,

Parcel 3, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001, EXCEPTING THEREFROM, that certain tract of land described in deed dated December 13, 1996 from Burlington Northern Railroad Company to Fibres International, recorded December 13, 1996 as Document No. 9612130870, records of King County, Washington; also,

Tract B, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company’s Main Track centerline, as now located and constructed, upon, over and across the W½W½ Section 28, W½NW¼ Section 33, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said W½W½ Section 28, and bounded on the South by the South line of said W½NW¼ Section 33, EXCEPTING THEREFROM, that portion of said 100.0 foot wide right of way lying Easterly of a line parallel with and distant 35 feet Easterly from, measured at right angles to said Railway Company’s Main Track centerline as now located and constructed and Northerly of a line parallel to and 400.0 feet Southerly of the North line of said NW¼NW¼ of Section 28, ALSO EXCEPTING THEREFROM, that portion of said 100 foot wide Branch Line right of way lying within that certain tract of land described in Special Warranty Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2000 as Document No. 20000522001155, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805221787, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Special Warranty Deed dated June 8, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded January 3, 2003 as Document No. 20030103001327, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Special Warranty Deed



dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 28, 1998 as Document No. 9812282942, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Special Warranty Deed dated March 17, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded October 4, 2000 as Document No. 20001004000767, records of King County, Washington, , also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across Lots 1, 2, 3, 4 and 8 of Strawberry Lawn, King County Washington, recorded in Volume 4 of Plats, page 30½, King County, Washington recorder, together with such additional widths as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in said Lots 1 and 8 of Strawberry Lawn, King County Washington, as delineated in deed dated August 31, 1903 from Henry Hewitt, Jr. and Rocena L. Hewitt to the Northern Pacific Railway Company, EXCEPTING THEREFROM, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260792, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281537, records of King County, Washington, also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the W½ Section 4, Government Lots 1 and 4, E½W½ Section 9, Government Lot 1, SW¼NW¼, NW¼SW¼ Section 16, Government Lots 4 and 5 Section 17, Government Lots 1, 2, 3 and 4 Section 20, Government Lots 1, 2, 3, 4 and 5 Section 29, all in Township 24 North, Range 5 East, W. M., bounded on the North by the North line of W½ Section 4, and bounded on the South by the South line of said Government Lot 5, Section 29, together with such additional widths or strips of land as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in the NW¼NW¼ of said Section 4, which said roadbed is to be constructed having a width at grade of 22 feet and the cuts to have a slope of one to one and the fills to have a slope of one and one half to one, as delineated in deed dated September 8, 1903 from Lake Washington Land Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington, EXCEPTING THEREFROM, that certain tract of land described in Correction Special Warranty Deed dated April 30, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2001 as Document No. 20010522000186, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281547, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281545, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as

Document No. 9807281546, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281543, records of King County, Washington, ALSO EXCEPTING THEREFROM that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 30, 2001 as Document No. 20010430000977, records of King County, Washington, ALSO EXCEPTING THEREFROM that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 15, 1998 as Document No. 9812151238, records of King County, Washington; also,

That certain Tract I and that certain Tract II described in deed dated September 19, 1967 from State of Washington to Northern Pacific Railway Company filed for record December 13, 1967 in Book 5023, Page 546, Auditor's No. 6278130, records of King County, Washington, said Tracts being described in said deed for reference as follows:

"Tract I: (Fee)

"All those portion of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Westerly of the existing 100 foot right of way of the Northern Pacific Railway Company and Easterly of a line described as follows: Beginning at a point opposite Station REL. R.R. 737+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Westerly therefrom when measured radially thereto (which point also lies on the Westerly line of said existing railroad right of way); thence Southerly parallel with said relocated railroad center line to a point opposite REL. R.R. 739+00 thereon; thence Southwesterly in a straight line to a point opposite REL. R.R. 740+00 on said relocated railroad center line and 130 feet Westerly therefrom when measured radially thereto; thence Southerly parallel with said relocated railroad center line a distance of 350 feet, more or less, to an intersection with the Northerly right of way line of State Highway Project entitled Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence North 84°13'42" East along said Northerly right of way line a distance of 125 feet, more or less to an intersection with said Westerly line of said existing railroad right of way and the end of this line description:

"Tract II: (Fee)

"All those portion of Lots 13 and 14, Block 1, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County and of the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Northwesterly of the existing 100 foot right of way of the Northern Pacific Railway Company and Southeasterly of a line described as follows: Beginning at the Southeast corner of said Lot 13, which point also lies on the Northwesterly line of said existing railroad right of way; thence Northeasterly in a straight line to a point opposite REL. R.R. 753+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Northwesterly therefrom when measured at right angles thereto; thence Northeasterly in a straight line to a point opposite REL. R.R. 752+00 on said relocated railroad center line and 90 feet Northwesterly

therefrom when measured at right angles thereto; thence Northeasterly parallel with said relocated railroad center line a distance of 120 feet, more or less, to an intersection with the Southerly right of way line of State Highway Project entitled Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence South  $79^{\circ}37'46''$  East a distance of 105 feet, more or less, to an intersection with said Westerly line of said existing railroad right of way and the end of this line description:

...”RELOCATED RAILROAD CENTER LINE DESCRIPTION:

“Beginning at Railroad Station 734+80 on the existing main line center line of the Northern Pacific Railway Company’s Track in the Southeast quarter of the Northwest quarter, Section 9, Township 24 North, Range 5 East, W.M., in the vicinity of Factoria, Washington, which point equals Relocated Railroad Station (hereinafter referred to as REL. R.R.) 734+80; thence South  $20^{\circ}44'04''$  East a distance of 21.1 feet to REL. R.R. 735+01.10 T.S.; thence on the arc of an increasing spiral curve to the right having an “A” value of 5 a distance of 80 feet to REL. R.R. 735+81.10 S.C.; thence on the arc of a  $4^{\circ}$  circular curve to the right thru a central angle of  $49^{\circ}18'$  a distance of 1232.50 feet to REL. R.R. 748+13.60 C.S.; thence on the arc of a decreasing spiral curve to the right having an “A” value of 5, a distance of 80 feet to R.R. 743+93.60 S.T.; thence South  $31^{\circ}46'$  West a distance of 683.96 feet to REL. R.R. 755+77.56 T.S.; thence on the arc of an increasing spiral curve to the left having an “A” value of 5 a distance of 80 feet to REL. R.R. 756+57.56 S.C. which point equals Railroad Station 756+91.53 ahead on said existing main line center line of track in the Southeast quarter of the Southwest quarter, Section 9, and the end of this center line description.

“SOUTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:

“Beginning at the Southwest corner of Lot 21, Block 4, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County, and running thence North  $79^{\circ}37'46''$  West a distance of 324.08 feet.

“NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:

“Beginning at REL. R.R. 746+28.83 P.O.C. on the Relocated Railroad Center Line (as above described); thence South  $84^{\circ}03'37''$  West a distance of 344.01 feet; thence North  $5^{\circ}56'23''$  West a distance of 212.5 feet; thence North  $80^{\circ}02'48''$  East a distance of 109.27 feet; thence North  $5^{\circ}56'23''$  West a distance of 25 feet; thence North  $70^{\circ}51'54''$  East a distance of 196.18 feet to the true point of beginning of this line description; thence North  $84^{\circ}13'42''$  East a distance of 294.43 feet.”; also

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 1, Section 32, Township 24 North, Range 5 East, W. M., King County, Washington, bounded on the North and South by the North and South lines of said Government Lot 1; also,

That certain 100.0 foot wide Branch Line right of way, upon, over and across Government Lot 2, Section 32, and Government Lots 3 and 4 Section 31, all in Township 24 North, Range 5 East, W. M., King County, Washington, as described in Deed dated September 8, 1903 from Lake Washington Belt Line Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington. EXCEPTING THEREFROM, that certain tract of land described in deed dated September 14, 2001 from The Burlington Northern and Santa Fe Railway Company to Barbee Forest Products, Inc., ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in deed dated March 23, 1936 from Northern Pacific Railway Company to Frank Walloch, lying within said Government Lot 2, ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated May 8, 1990 from Burlington Northern Railroad Company to Robert J. Phelps and Nancy C. Phelps, recorded as document 9005101552, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated March 19, 1992 from Burlington Northern Railroad Company to Gilbert A. Schoos and Alice G. Schoos; also, ALSO EXCEPTING THEREFROM, that certain tract of land described in deed dated February 1, 1937 from Northern Pacific Railway Company to Carl Jorgensen and Christine Jorgensen, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That certain tract of land described in deed dated March 17, 1904 from The Lake Washington Land Company to Northern Pacific Railway Company, situated in Lot 3, Section 31, Township 24 North, Range 5 East, W. M., King County, Washington, said tract being described in said deed for reference as follows:

“All that portion of said Lot three (3) lying between the eastern line of the right of way of the Northern Pacific Railway Company over and across said lot and a line drawn parallel with and twelve and one-half (12-1/2) feet distant easterly from the center line of said Seattle Belt Line Branch of the Northern Pacific Company as the same is now temporarily located and constructed over and across said lot, and

containing on-fourth of an acre, more or less ..." EXCEPTING THEREFROM, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, ALSO EXCEPTING THEREFROM, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That portion of said Railway Company's property situated in Government Lot 1, Section 6, Township 23 North, Range 5 East, W. M., King County, Washington, lying Southwesterly of a line parallel with and distant 50.0 feet Northeasterly from, measured at right angles to said Railway Company's Branch Line Main Track centerline as originally located and constructed, and Northeasterly of the Southwesterly boundary of that certain 100 foot strip described in Judgment and decree of Appropriation, No. 40536, dated February 8, 1904 in the Superior Court of the State of Washington in and for the County of King, bounded on the North by the North line of said Lot 1, Section 6, and bounded on the South by a line radial to said Railway Company's Main Track centerline, as now located and constructed at a point distant 65.5 feet Northwesterly of the East line of said Lot 1, Section 6, as measured along said Main Track centerline

Together with an easement for a railway right of way over those second class shorelands as described in "Judgment and Decree of Appropriation" dated February 8, 1904, and entered in King County Superior Court Cause No. 40536, a certified copy of which was recorded under Recording No. 287565.

**EXCEPTING FROM THE ABOVE THE FOLLOWING TWO SEGMENTS THEREOF AS CONVEYED TO SOUND TRANSIT AND THE CITY OF KIRKLAND DESCRIBED AS FOLLOWS:**

**1.) EXCEPTING FROM SAID BNSF RAILWAY COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) WOODINVILLE (MP 23.45) TO KENNYDALE (MP 5.0), WASHINGTON BRANCH LINE RIGHT OF WAY AS DESCRIBED ABOVE THAT**

**PORTION THEREOF CONVEYED TO SOUND TRANSIT PURSUANT TO DEED  
RECORDED APRIL 11, 2012, UNDER RECORDING NO. 20120411001173, AND  
DESCRIBED AS FOLLOWS:**

All that portion of the former BNSF Railway Company's Woodinville to Kenndale Washington Branch Line right of way lying within the W1/2W1/2 Section 28, and, lying within the north 700 feet of the W1/2NW1/4 Section 33, all in Township 25 North, Range 5 East, W.M.

All of which is a portion of the former BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville (MP 23.45) to Kenndale (MP 5.0), Washington Branch Line right of way, varying in width on each of said Railway Company's Main Track centerline, as now located and constructed upon, over and across King County, Washington, more particularly described as follows, to-wit:

That Portion of Block 7, of Kirkland Syndicate's Second Addition to Kirkland Washington, situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and that portion of said Railway Company's property situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 28, all in Township 25 North, Range 5 East, W. M., lying Easterly of a line parallel with the distant 50.0 feet Westerly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as now located and constructed and Westerly of a line parallel with the distant 50.0 feet Westerly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed, bounded on the West by the West line of said Block 7 and its Northerly prolongation, and bounded on the South by the intersection of said parallel lines, together with any right, title and interest, if any, to Houghton Street and Railroad Avenue of Kirkland Syndicate's Second Addition to Kirkland Washington; also,

That certain strip of land described in deed dated August 3, 1904 from John Zwiefelhofer and Aloisia Zwiefelhofer to Northern Pacific Railway Company recorded August 6, 1904 in Book 404 of Deeds, Page 44, records of King County, Washington, said strip of land being described in said deed for reference as follows:

"A strip of land fifty (50) feet wide lying immediately east of the right of way of said Railway Company and extending South from the North line of Section 28, Township 25 North Range 5 East a distance of Six Hundred feet (600) and containing 0.69 acres in the Northwest Quarter of the Northwest quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 28 Tp 25 N R 5 E WM.", EXCEPTING THEREFROM, that portion of said 50 foot wide strip lying Northerly of a line parallel to and 400.0 feet Southerly of the North line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28 ; also,"

Parcel 3, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001, EXCEPTING THEREFROM, that certain tract of land described in deed dated December 13, 1996 from Burlington Northern Railroad Company to Fibres International, recorded December 13, 1996 as Document No. 9612130870, records of King County, Washington; also,  
Tract B, of City of Bellevue Short Plat No. 80-16 according to the Short Plat recorded under King County Recording No. 8101239001, also,



That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as now located and constructed, upon, over and across the W $\frac{1}{2}$ W $\frac{1}{2}$  Section 28, W $\frac{1}{2}$ NW $\frac{1}{4}$  Section 33, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said W $\frac{1}{2}$ W $\frac{1}{2}$  Section 28, and bounded on the South by the South line of said W $\frac{1}{2}$ NW $\frac{1}{4}$  Section 33, EXCEPTING THEREFROM, that portion of said 100.0 foot wide right of way lying Easterly of a line parallel with and distant 35 feet Easterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Northerly of a line parallel to and 400.0 feet Southerly of the North line of said of NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 28, ALSO EXCEPTING THEREFROM, that portion of said 100 foot wide Branch Line right of way lying within that certain tract of land described in Special Warranty Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2000 as Document No. 20000522001155, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805221787, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Special Warranty Deed dated June 8, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded January 3, 2003 as Document No. 20030103001327, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 28, 1998 as Document No. 9812282942, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Special Warranty Deed dated March 17, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded October 4, 2000 as Document No. 20001004000767, records of King County, Washington.

**2.)ALSO EXCEPTING FROM SAID BNSF RAILWAY COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) WOODINVILLE (MP 23.45) TO KENNYDALE (MP 5.0), WASHINGTON BRANCH LINE RIGHT OF WAY AS DESCRIBED ABOVE THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND PURSUANT TO DEED RECORDED APRIL 13, 2012, UNDER RECORDING NO. 20120413001315 AND DESCRIBED AS FOLLOWS:**

That portion of Sections 5, 8, 17 and 20, Township 25 North, Range 5 East, W.M. and Sections 28, 32 and 33, Township 26 North, Range 5 East, W.M., in King County, Washington, lying within the eight (8) tracts of land described as follows:

**Tract 1**

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed upon, over and across the S $\frac{1}{2}$ ,NE $\frac{1}{4}$  and the NW $\frac{1}{4}$ ,SE $\frac{1}{4}$  and the SW $\frac{1}{4}$  of Section 28, the W $\frac{1}{2}$ ,NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ ,SW $\frac{1}{4}$  of Section 33, the

SE¼ of Section 32, all in Township 26 North, Range 5 East, W.M., bounded on the East by a line that is parallel with and 42.00 feet west of, when measured at right angles to, the centerline of 132nd Avenue NE (aka Slater Avenue NE or 132nd Place NE) as surveyed under King County Survey No. 28-26-5-19 and bounded on the South by South line of said SE¼ of ;Section 32, EXCEPTING THEREFROM, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260805, records of King County, Washington; ALSO EXCEPTING THEREFROM, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 30, 1998 as Document No. 9807301468, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260791, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Quitclaim Deed dated January 6, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2000 as Document No. 20000211000454, records of King County, Washington;

#### Tract 2

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 3, 4, 5, 6, 11, 12, 13, 14, 18, 19, 23, 24, 25 and 26, the vacated alley between Blocks 13 and 14, and vacated Arlington Avenue between Blocks 14 and 19, as said Blocks and Streets are shown on plat of Lake Avenue Addition to Kirkland as recorded in Volume 6 of Plats, Page 86, Records of said King County, together with any right title and interest, if any to those portions of Victoria Avenue, Harrison Avenue, Moreton Avenue, Jefferson Avenue, and Washington Avenue and Maple Street and alleys within said Blocks which lie within said 100.0 feet wide Branch Line right of way, EXCEPTING THEREFROM, that portion of Lot. 3; Block 5, Lake Avenue Addition to Kirkland, according to the official plat thereof in the office of the Auditor of King County, Washington lying between two lines drawn parallel with and distant, respectively, 34.0 feet and 50.0 feet Westerly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway) Main Track centerline as now located and constructed upon, over, and across said Block 5;

#### Tract 3

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 220, 223, 224, 232, 233, 238, and 241 as said Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of Plats at Page 5, records of said King County, together with any right title and interest, if any to those portions of Massachusetts Avenue, Madison Avenue, Michigan Avenue, Olympia Avenue, Piccadilly Avenue, Cascade Avenue, Clarkson Avenue, Fir Street, and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way;

#### Tract 4



That portion of Lots 1, 2, 4, 37, and all of Lots 3, 38, and 39, Block 227 as said Lots and Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of Plats, at Page 5, records of said King County, which lie Northeasterly of a line parallel with and distant 50 feet Southwesterly from measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Southwesterly of a line parallel with and distant 50 feet Northeasterly from, measured at right angle to said Railway Company's Main Track centerline as originally located and constructed;

#### Tract 5

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline; as now located and constructed upon, over and across the SE $\frac{1}{2}$ , SE $\frac{1}{4}$  of Section 5, NW $\frac{1}{4}$ , NE $\frac{1}{4}$  and the E $\frac{1}{2}$ , NW $\frac{1}{4}$  and the E $\frac{1}{2}$ , SW $\frac{1}{4}$  of Section 8, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South right-of-way line of Clarkson Avenue, City of Kirkland, Washington, and bounded on the West by the West line of said E $\frac{1}{2}$ , SW $\frac{1}{4}$  of Section 8, EXCEPTING THEREFROM, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260787, records of King County, Washington, ALSO EXCEPTING THEREFROM, that certain tract of land described in Correction Quitclaim Deed dated May 15, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded August 5, 1999 as Document No. 19990805001402, records of King County, Washington, ALSO EXCEPTING THEREFROM that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281544, records of King County, Washington,

#### Tract 6

That certain 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington, said 0.23 acre tract being described in said deed for reference as follows:

"Commencing at a point in the east line of Lot four (4), Section eight (8), Township twenty-five (25) North, Range five (5) east, W.M., that is 395 feet north of the southeast corner of said lot, and running thence west parallel with the south line of said Lot four (4) 67 feet, more or less, to a point that is 50 feet distant from, when measured at right angles to, the center line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway Company as the same is now located, staked out and to be constructed across said Section eight (8); thence running northeasterly parallel with said railway center line 200 feet; thence westerly at right angles to said railway center line 30 feet; thence northeasterly parallel with said railway center line, and 80 feet distant therefrom, 130 feet, more or less, to the east line of said Lot four (4); thence south along said east line of said lot four (4) 322 feet, more or less, to the point of beginning; containing 0.23 acres, more or less.";

#### Tract 7

That certain strip of land described in deed dated March 3, 1904 from Seattle and Shanghai Investment Company to Northern Pacific Railroad Company recorded March 9, 1904 in Book 387, Page 243, records of King County, Washington, said strip being described in said deed for reference as follows:

"A strip of land Two Hundred twenty-five (225) feet in width across that certain parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H.A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41, reference thereto being had. Said strip of land hereby conveyed, having for its boundaries two lines that are parallel with and respectively distant One Hundred (100) feet easterly from, and One Hundred Twenty-Five (125) feet westerly from, when measured at right angles to, the center line of the Seattle Belt Line branch of the NORTHERN PACIFIC RAILWAY COMPANY, as the same is now constructed and located across said Tract "B", which said Tract "B" is located in Section 17, Township 25 North, Range 5 East, Willamette Meridian";

#### Tract 8

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 4 of Section 8, Government Lots 1, 2, and 3 and the E½, SW¼ of Section 17, and the NE¼, NW¼ and the NE¼ of Section 20, all in Township 25 North, Range 5 East, W.M., bounded on the North by the South line of that certain herein above described 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington and the East line of said Government Lot 4 of Section 8, and bounded on the South by the westerly margin of 108th Avenue NE as described in the Quit Claim Deed from State of Washington to the City of Bellevue recorded under Recording Number 9303190367, records of said King County, together with such additional widths as may be necessary to catch the slope of the fill in N½ of said Government Lot 2, Section 17 as delineated in the 7th described parcel in deed dated June 20, 1903 from Kirkland Land and Improvement Company to Northern Pacific Railway Company recorded June 26, 1903 in Book 352, Page 582, records of King County, Washington. EXCEPTING THEREFROM, that portion of said 100.0 foot wide right of way lying within said hereinabove described parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H.A. Noble dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41.

(Tracts 1 – 8 being a portion of the parcel of land conveyed by BNSF Railroad Company to the Port of Seattle by  
Quit Claim Deed recorded under Recording Number 20091218001535, records of said King County.)

#### **PARCEL C:**

#### **MP 0.00 – 3.4 Redmond Spur**

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company)  
Redmond Spur Right of Way, varying in width on each side of said Railway Company's Main Track

centerline, as now located and constructed, between Woodinville (Milepost 0.0) to Redmond (Milepost 3.4), King County, Washington, more particularly described as follows, to-wit:

That certain tract of land described in deed dated December 28, 1931 from John DeYoung and Ellen DeYoung to Northern Pacific Railway Company recorded in Volume 1511 of Deeds, Page 495, records of King County, Washington, lying in the N/2 of SE/4 Section 9, Township 26 North, Range 5 East, W. M., EXCEPTING THEREFROM, that portion of that certain tract of land described in deed dated November 17, 1998 from The Burlington Northern and Santa Fe Railway Company to Tjossem Properties IV, LLC and Tjossem Properties V, LLC, recorded December 23, 1998 as Instrument No. 9812240021, which lies within said tract described in deed dated December 28, 1931; also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the E $\frac{1}{2}$  Section 9, the NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 16, the NW $\frac{1}{4}$  Section 15, all in Township 26 North, 5 East, W. M., bounded Northerly by a line concentric with and distant 50.0 feet Southwesterly from, measured radially to said Railway Company's Seattle to Sumas Main Track centerline as now located and constructed, and bounded Southerly by the South line of said NW $\frac{1}{4}$  Section 15, EXCEPTING THEREFROM, that portion of that certain tract of land described in deed dated November 17, 1998 from The Burlington Northern and Santa Fe Railway Company to Tjossem Properties IV, LLC and Tjossem Properties V, LLC, recorded December 23, 1998 as Instrument No. 9812240021, which lies within said 100.0 foot wide right of way, ALSO EXCEPTING THEREFROM, that portion of that certain 100.0 foot wide Seattle Belt Line right of way described in deed dated May 19, 1903 from Mary B. Hansen and Anders Hansen to Northern Pacific Railway Company recorded May 28, 1903 in Volume 361 of Deeds, Page 48, records of King County, Washington, ALSO EXCEPTING THEREFROM, the Northeasterly 25.0 feet of said 100.0 foot wide Redmond Spur right of way, bounded on the South by the South line of said E $\frac{1}{2}$  Section 9 and bounded Northwesterly by a line perpendicular to said Railway Company's Main Track centerline, at a point distant 1,060.0 feet Northwesterly of said South line of the E $\frac{1}{2}$  Section 9, as measured along said Main Track centerline, being that certain tract of land described in Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2003 as Document No. 20030211000429, records of King County, Washington; also,

That portion of that certain 50.0 foot wide Redmond Spur right of way, being 25.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW $\frac{1}{4}$  Section 15, Township 26 North, 5 East, W. M., bounded Northerly and Easterly by the North and East lines of said SW $\frac{1}{4}$  Section 15; also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15, Township 26 North, 5 East, W. M., bounded Westerly and Southerly by the West and South lines of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15; also,

That portion of that certain 30.0 foot wide Redmond Spur right of way, being 15.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the W $\frac{1}{2}$ NE $\frac{1}{4}$

Section 22, Township 26 North, 5 East, W. M., bounded Northerly and Southerly by the North and South lines of said  $W\frac{1}{2}NE\frac{1}{4}$  Section 22

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the  $NW\frac{1}{4}SE\frac{1}{4}$  of Section 22, W. M., bounded Northerly and Southerly by the North and South lines of said  $NW\frac{1}{4}SE\frac{1}{4}$  of Section 22; also,

That portion of that certain 50.0 foot wide Redmond Spur right of way, being 25.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the  $SW\frac{1}{4}SE\frac{1}{4}$  of Section 22, and the  $W\frac{1}{2}NE\frac{1}{4}$  Section 27, Township 26 North, 5 East, W. M., bounded Northerly by the North line of said  $SW\frac{1}{4}SE\frac{1}{4}$  of Section 22, and bounded Westerly by the West line of said  $W\frac{1}{2}NE\frac{1}{4}$  Section 27; also,

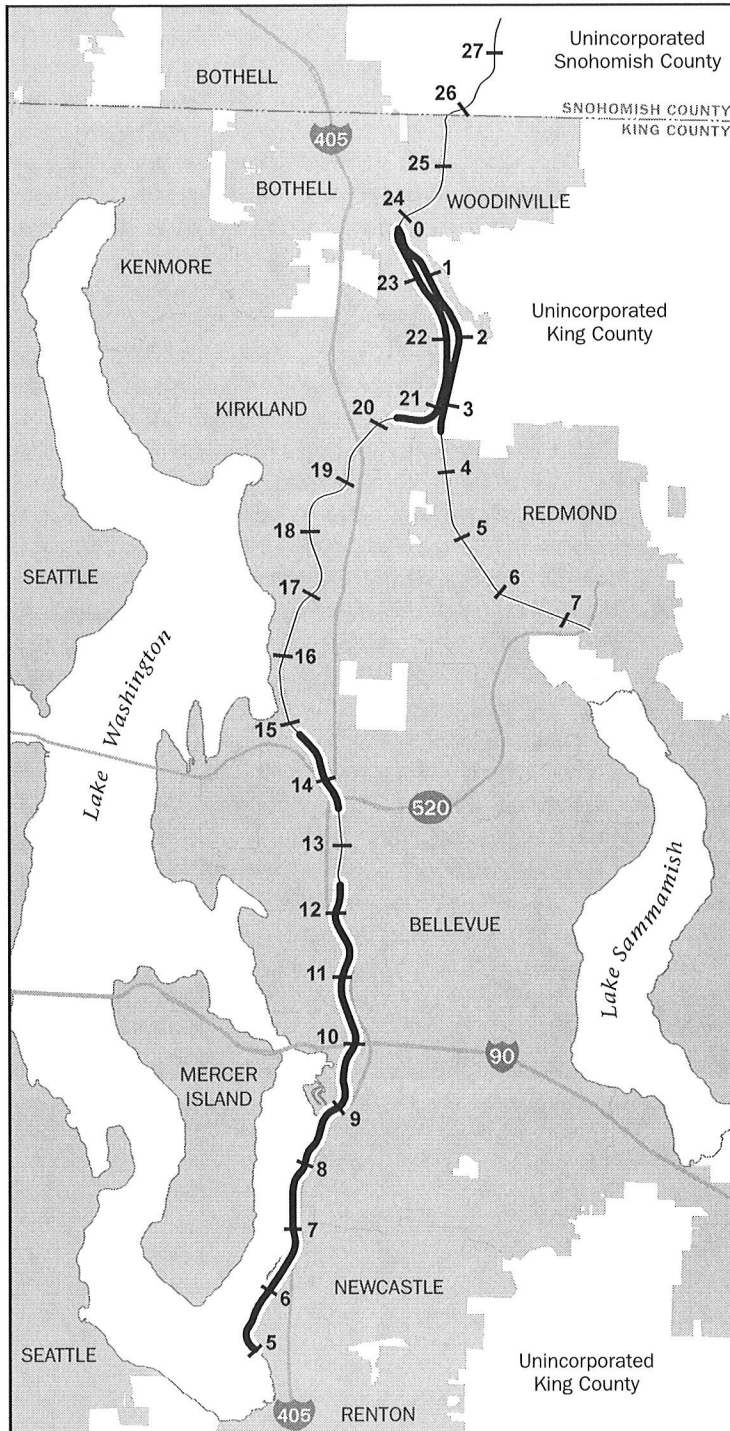
That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the  $SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$  Section 27, Township 26 North, 5 East, W. M., bounded Easterly and Southerly by the East and South lines of said  $SE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$  Section 27, also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the  $S\frac{1}{2}$  Section 27, Township 26 North, 5 East, W. M., bounded on the North by the North line of said  $S\frac{1}{2}$  Section 27 and on the South by the South margin of Northeast 124th Street extended.

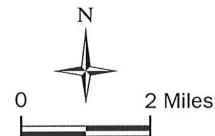
**EXHIBIT B**

**Corridor Property Depiction**

# Exhibit B Corridor Property



- Corridor Property
- Mileposts
- Other Portions of Eastside Rail Corridor
- CITY Incorporated Area
- Freeway



**Note: Width of Corridor Property is exaggerated for information display purposes.**

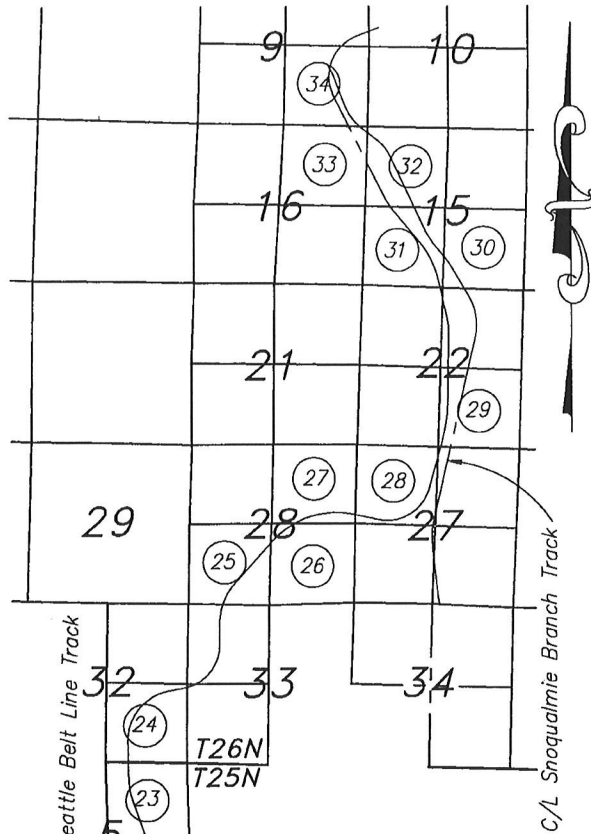
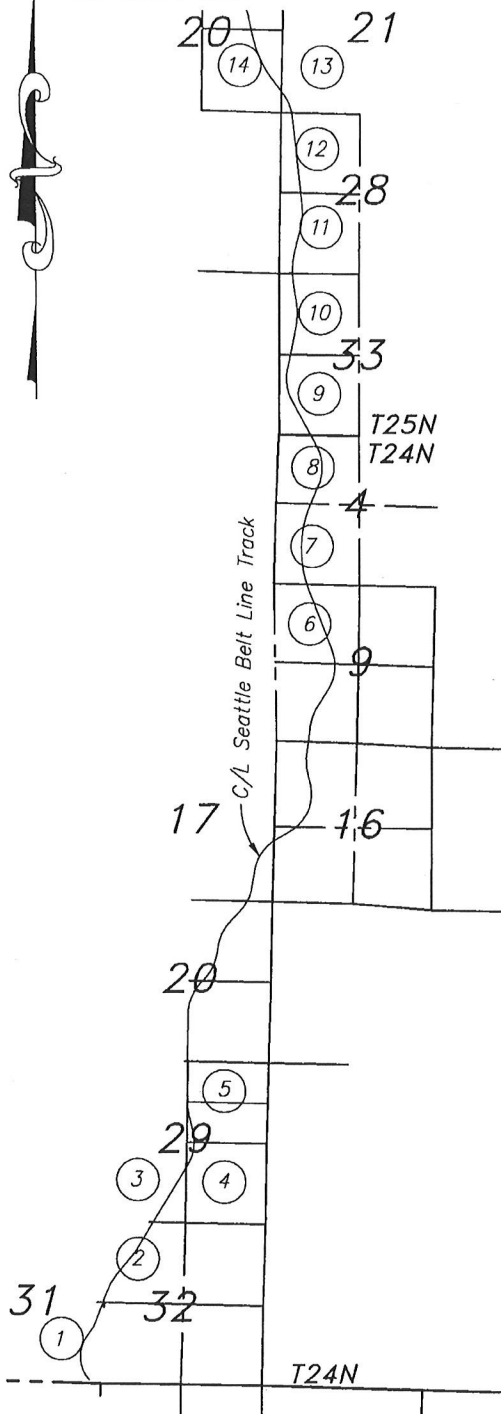
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File: 1208\_2793eastsideCORRmap.ai wgab

**EXHIBIT C**  
**Existing Wastewater Facilities**



SEE BELOW RIGHT



# LEGEND

- 18 EXHIBIT SHEET #
- 17 SECTION NUMBER



SEE ABOVE LEFT

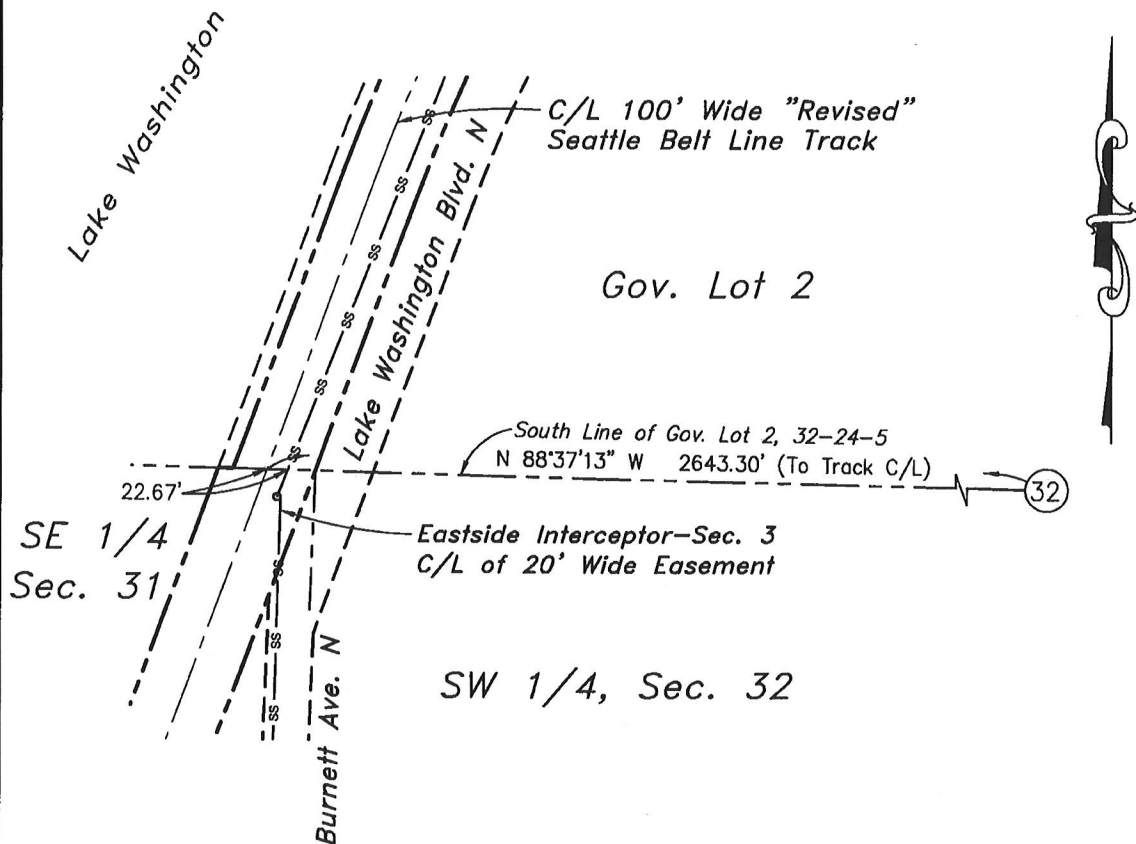
**True  
NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 6000'  
Job No.  
J10-64.00

**EXHIBIT INDEX MAP**  
BNSF Eastside Rail Corridor

SE 1/4, SEC. 31, T 24 N, R 5 E, W.M.  
RENTON, KING COUNTY, WASHINGTON



Sheet 1 of 34

**True**  
**NORTH**  
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Seattle, WA 98104-3023  
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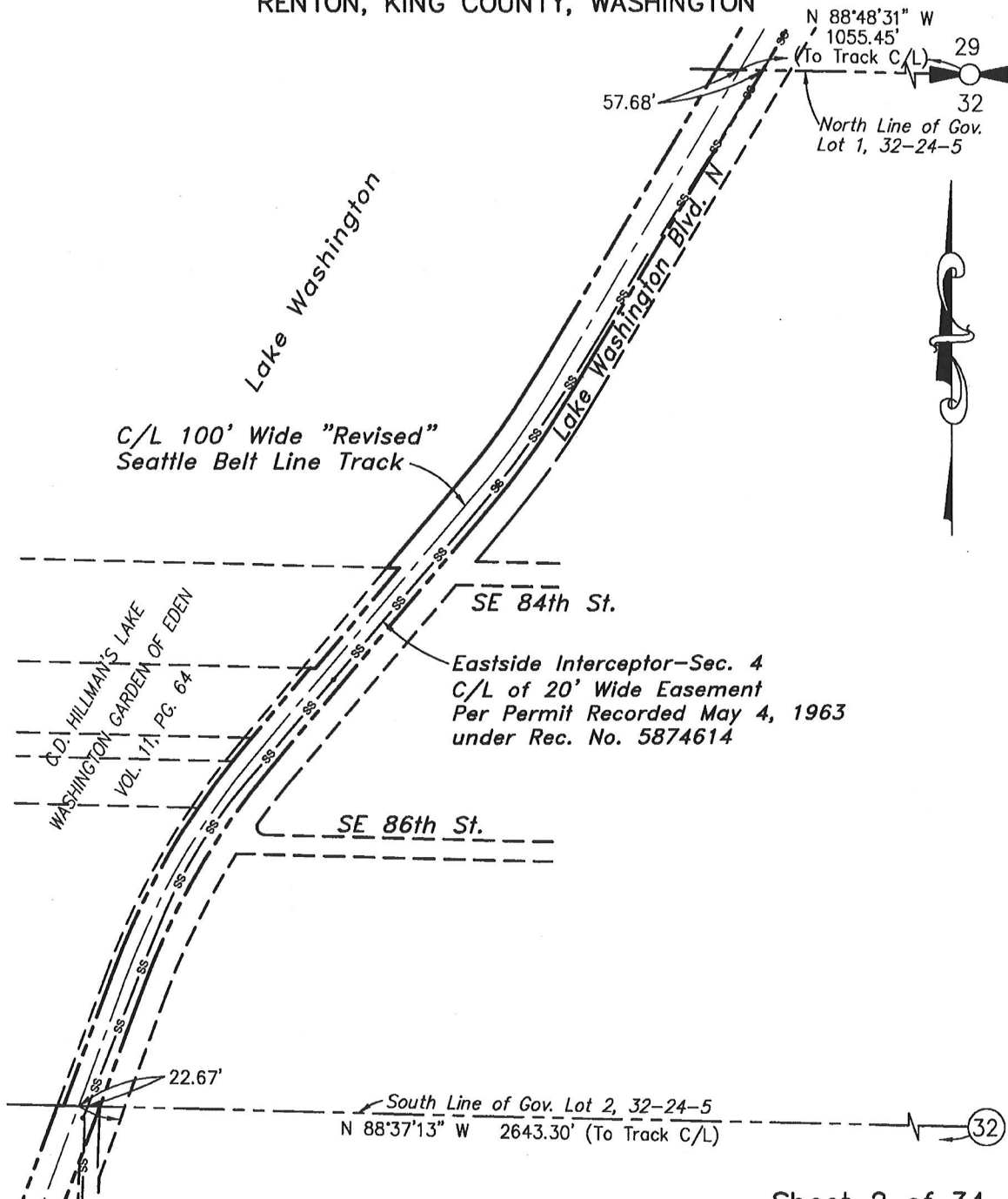
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**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

NW 1/4, SEC. 32, T 24 N, R 5 E, W.M.

RENTON, KING COUNTY, WASHINGTON



Sheet 2 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

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Suite 200  
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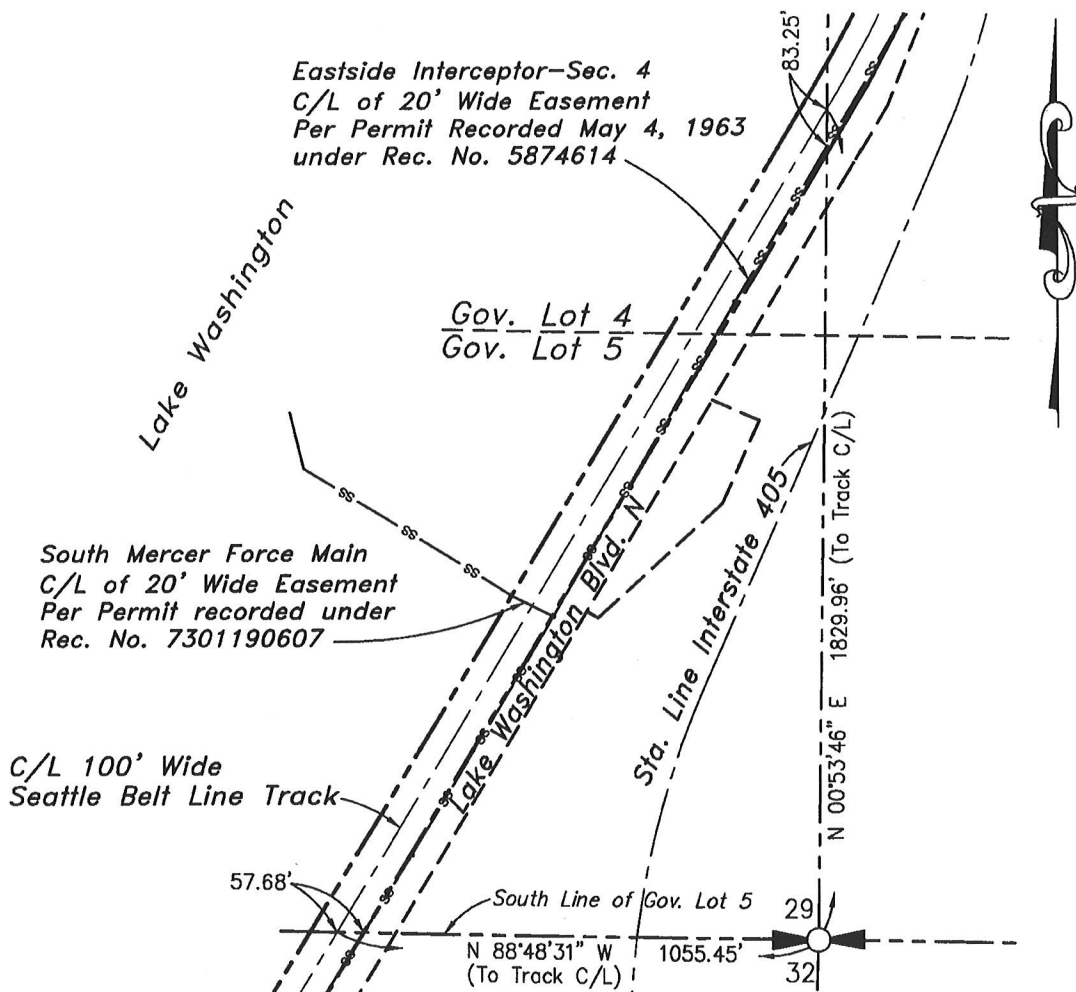
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**Exhibit**

**Existing Sewer Easement**

**BNSF Eastside Rail Corridor - Eastside Interceptor**

SW 1/4, SEC. 29, T 24 N, R 5 E, W.M.  
RENTON, KING COUNTY, WASHINGTON



Sheet 3 of 34

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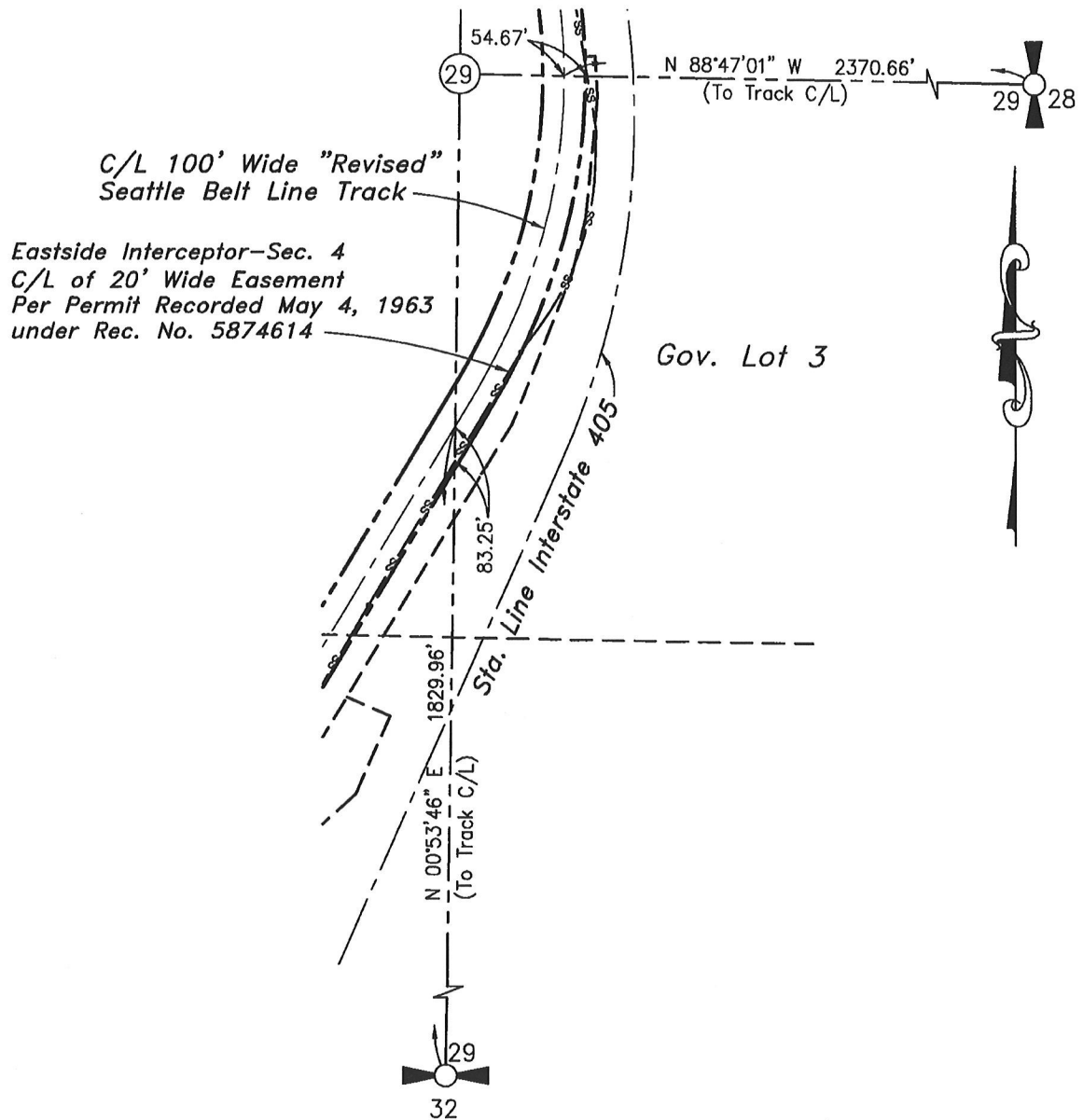
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206.332.0800

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5-06-11  
Scale:  
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Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

SE 1/4, SEC. 29, T 24 N, R 5 E, W.M.  
RENTON, KING COUNTY, WASHINGTON



Sheet 4 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

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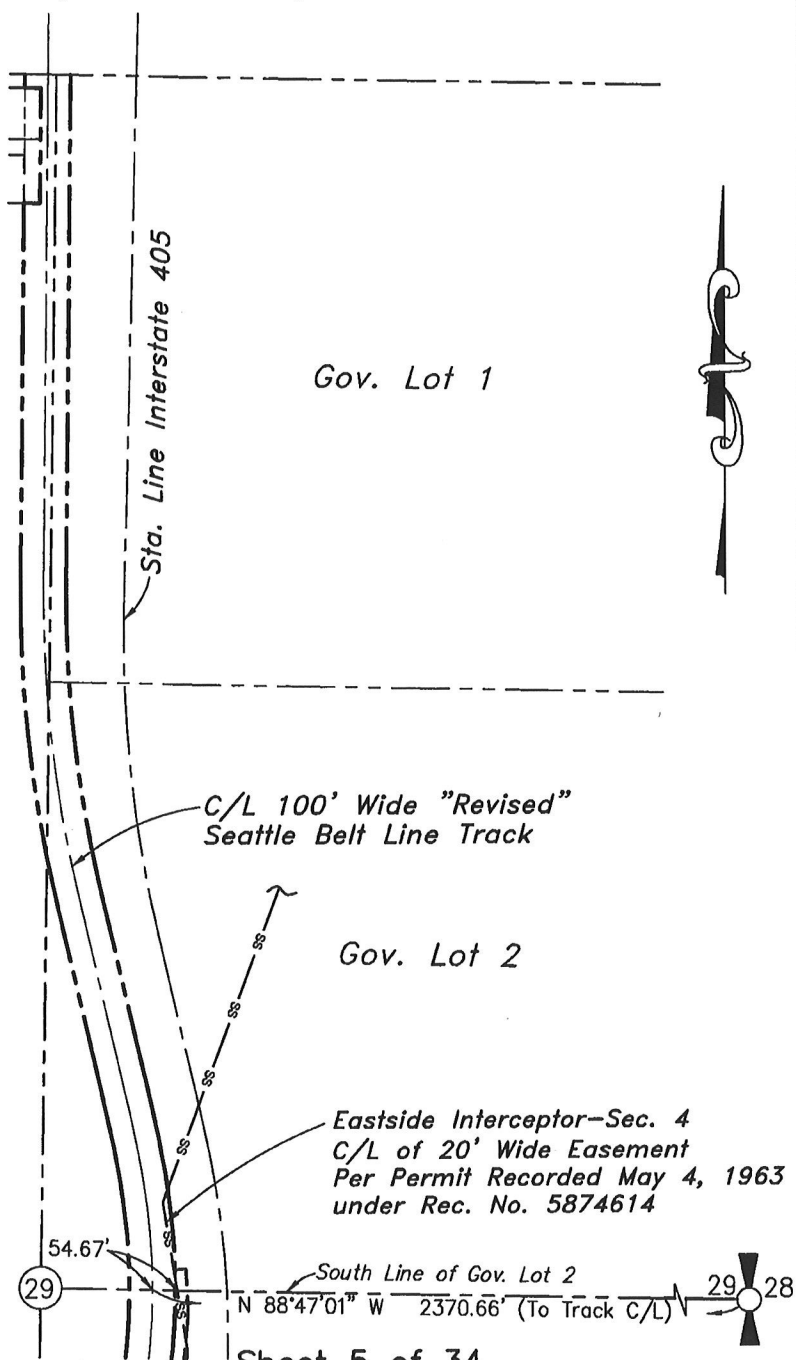
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**Exhibit**

**Existing Sewer Easement**  
**BNSF Eastside Rail Corridor - Eastside Interceptor**

NE 1/4, SEC. 29, T 24 N, R 5 E, W.M.  
NEWCASTLE, KING COUNTY, WASHINGTON

Lake Washington



Sheet 5 of 34

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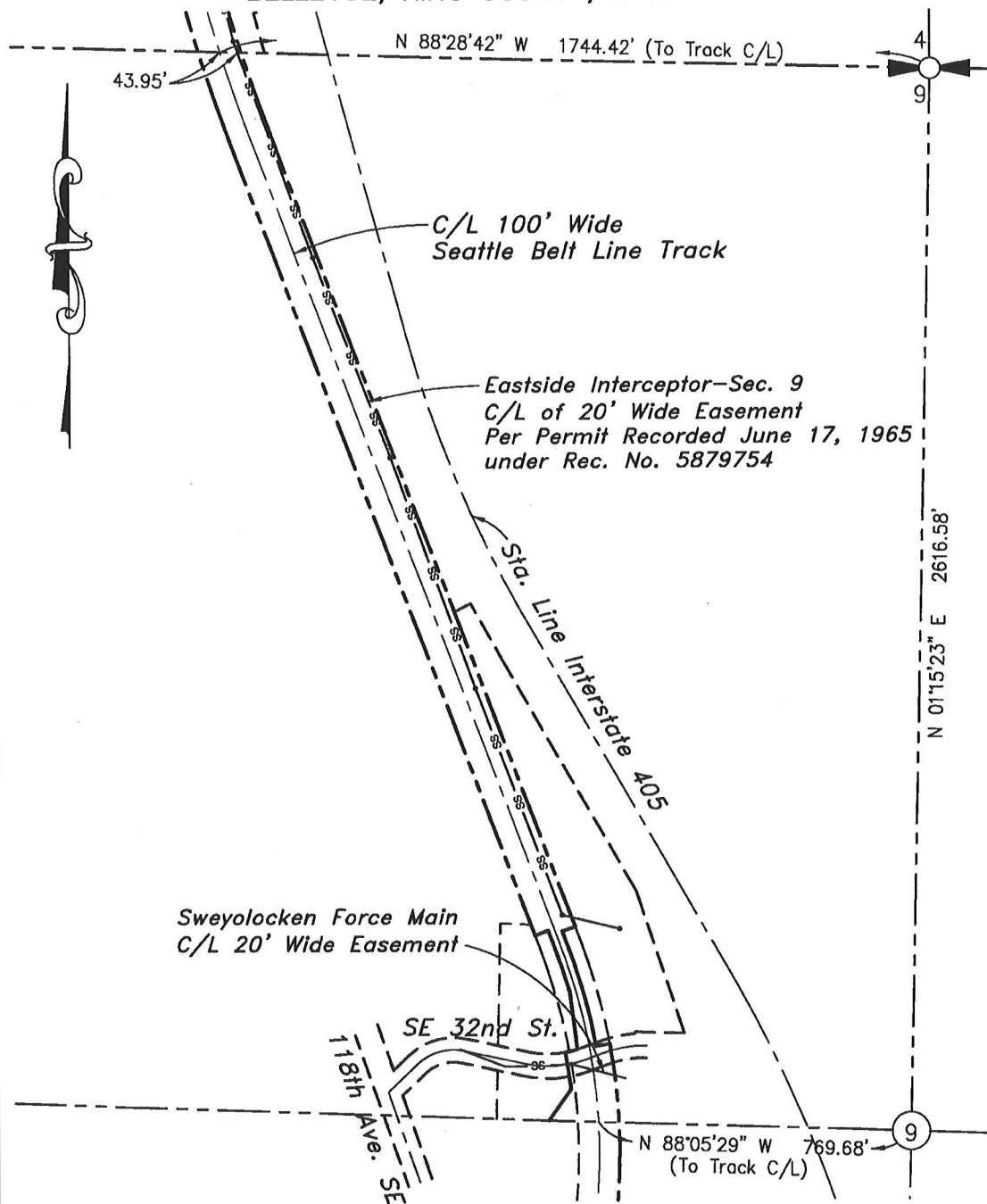
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Seattle, WA 98104-3023  
206.332.0800

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Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

NW 1/4, SEC. 9, T 24 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



Sheet 6 of 34

**True**  
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LAND SURVEYING, INC.

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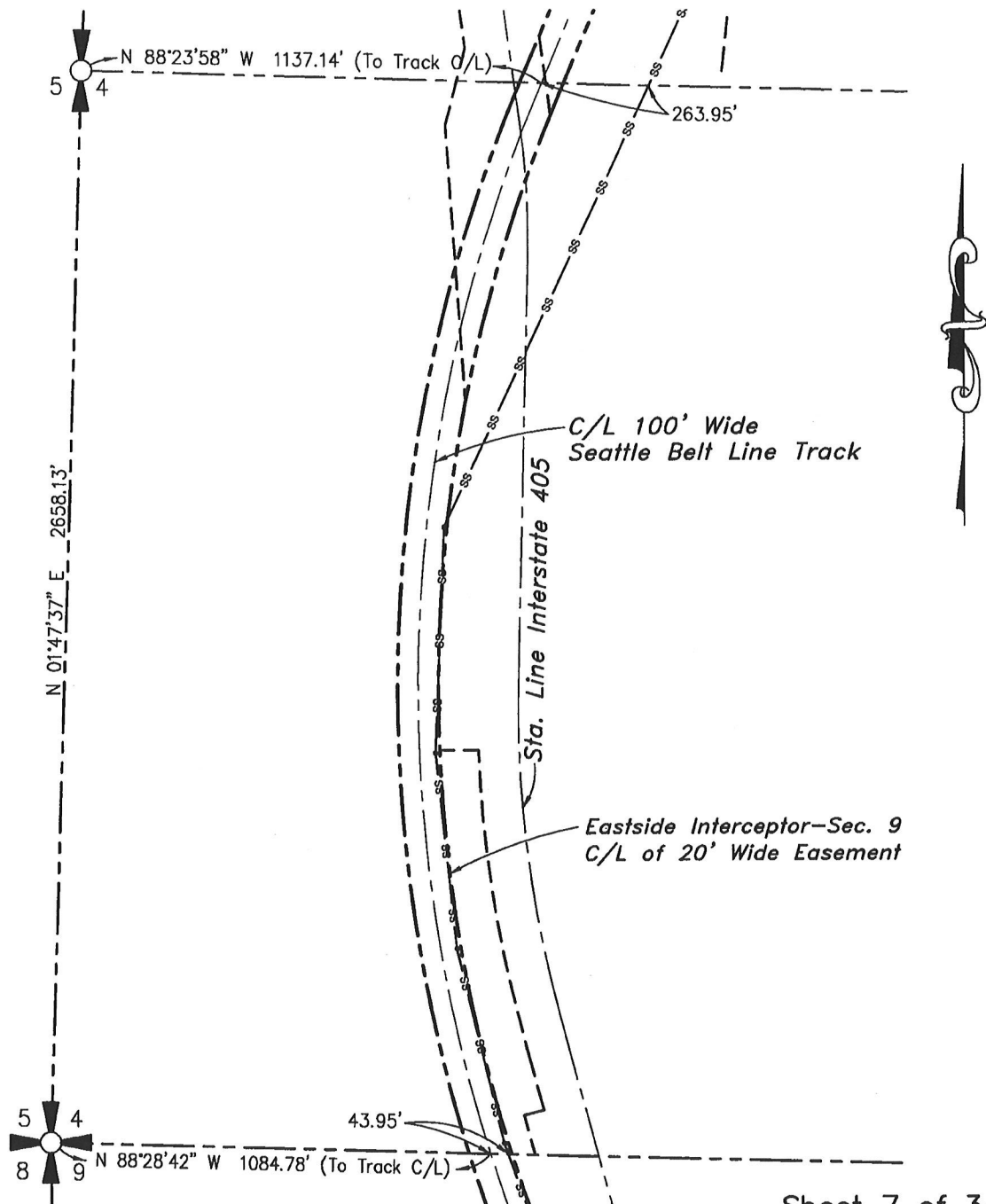
**Exhibit**

**Existing Sewer Easement**

BNSF Eastside Rail Corridor - Eastside Interceptor & Swayolocken



SW 1/4, SEC. 4, T 24 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



Sheet 7 of 34

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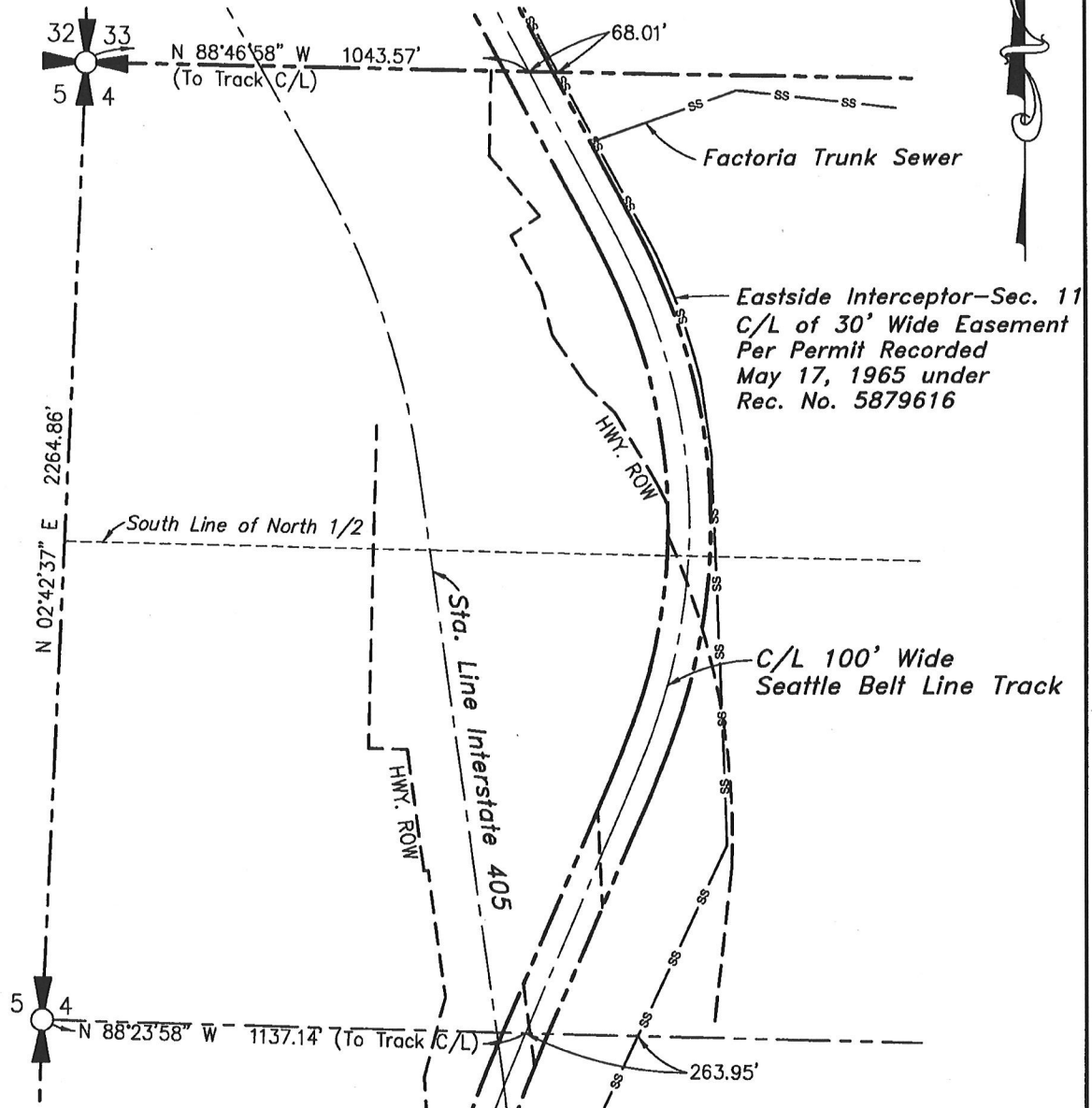
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Job No.  
**J10-64.00**

**Exhibit**

**Existing Sewer Easement**  
**BNSF Eastside Rail Corridor - Eastside Interceptor**

NW 1/4, SEC. 4, T 24 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



Sheet 8 of 34

**True**  
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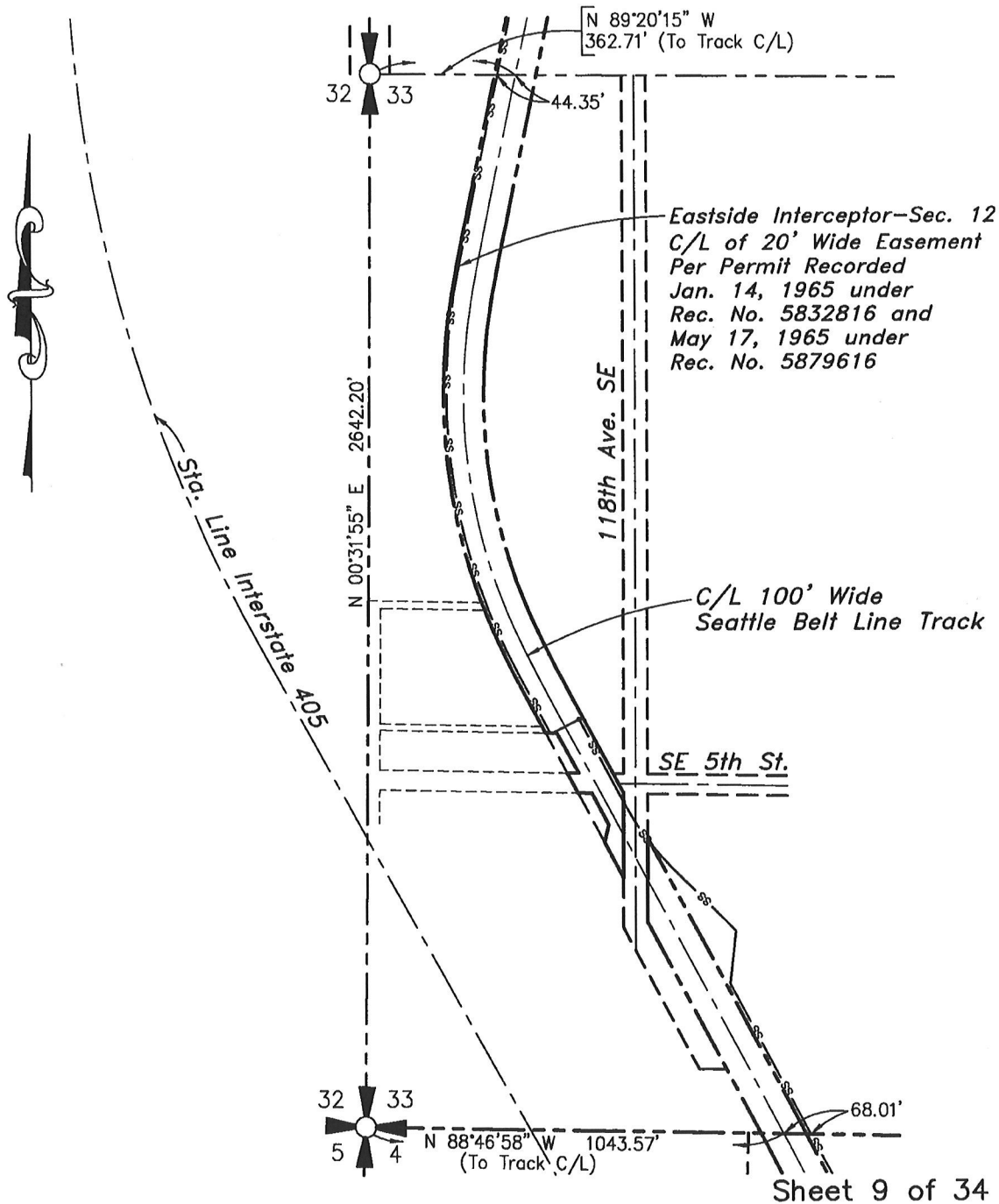
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Job No.  
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**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

SW 1/4, SEC. 33, T 25 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



**True  
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LAND SURVEYING, INC.

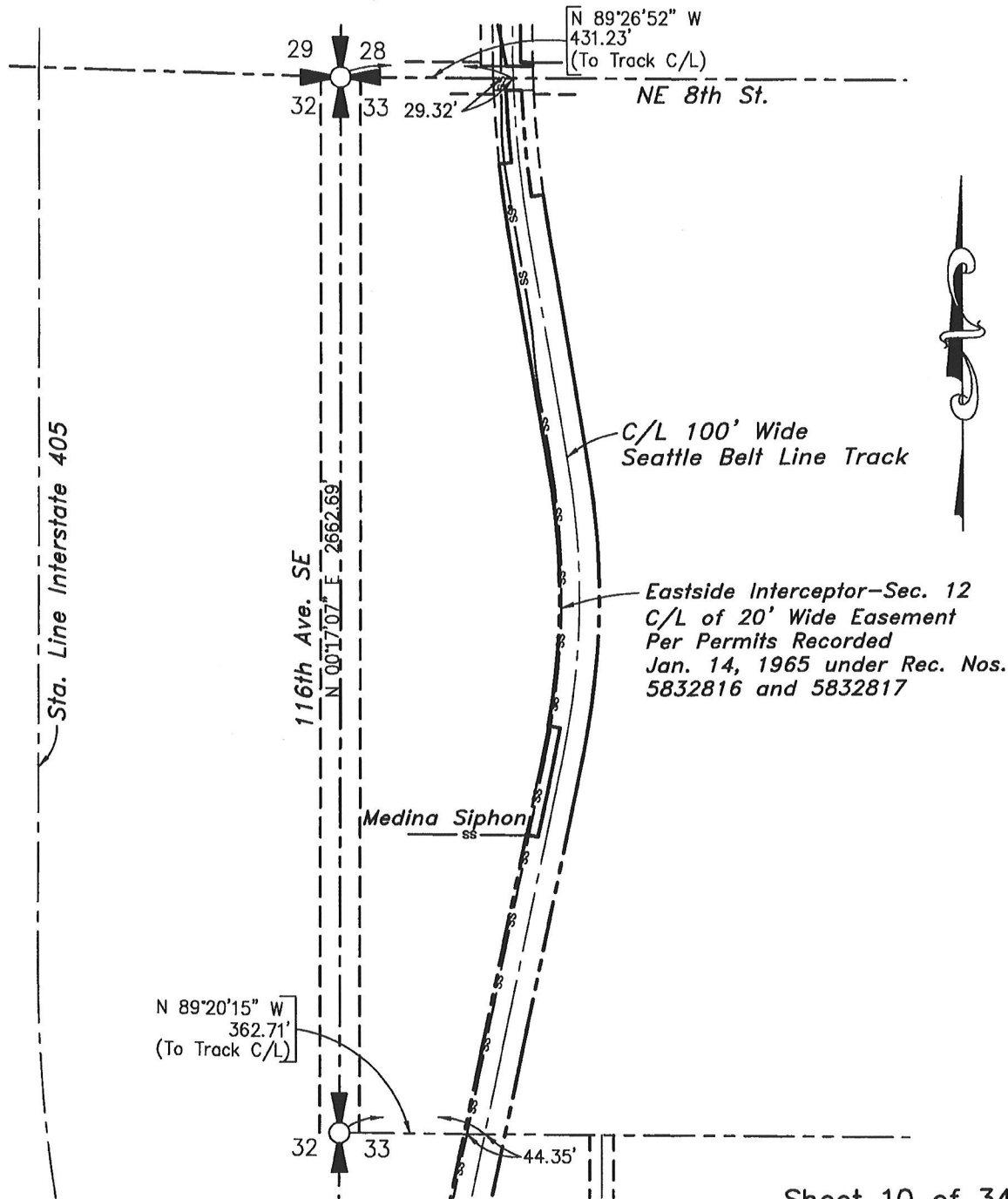
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Scale:  
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Job No.  
**J10-64.00**

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**Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor**

NW 1/4, SEC. 33, T 25 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



Sheet 10 of 34

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Suite 200  
Seattle, WA 98104-3023  
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Date:

5-06-11

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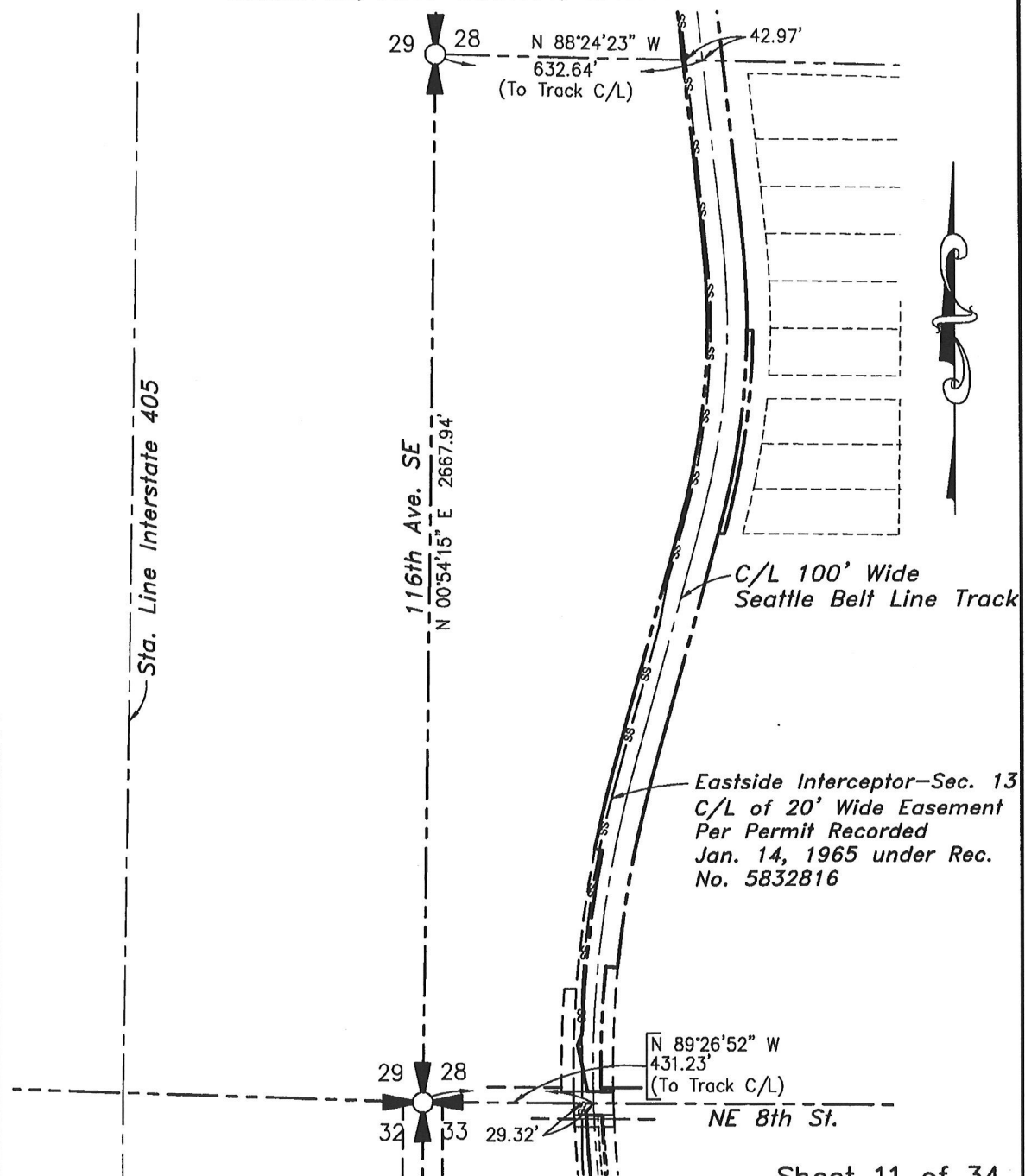
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**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

SW 1/4, SEC. 28, T 25 N, R 5 E, W.M.  
 BELLEVUE, KING COUNTY, WASHINGTON



Sheet 11 of 34

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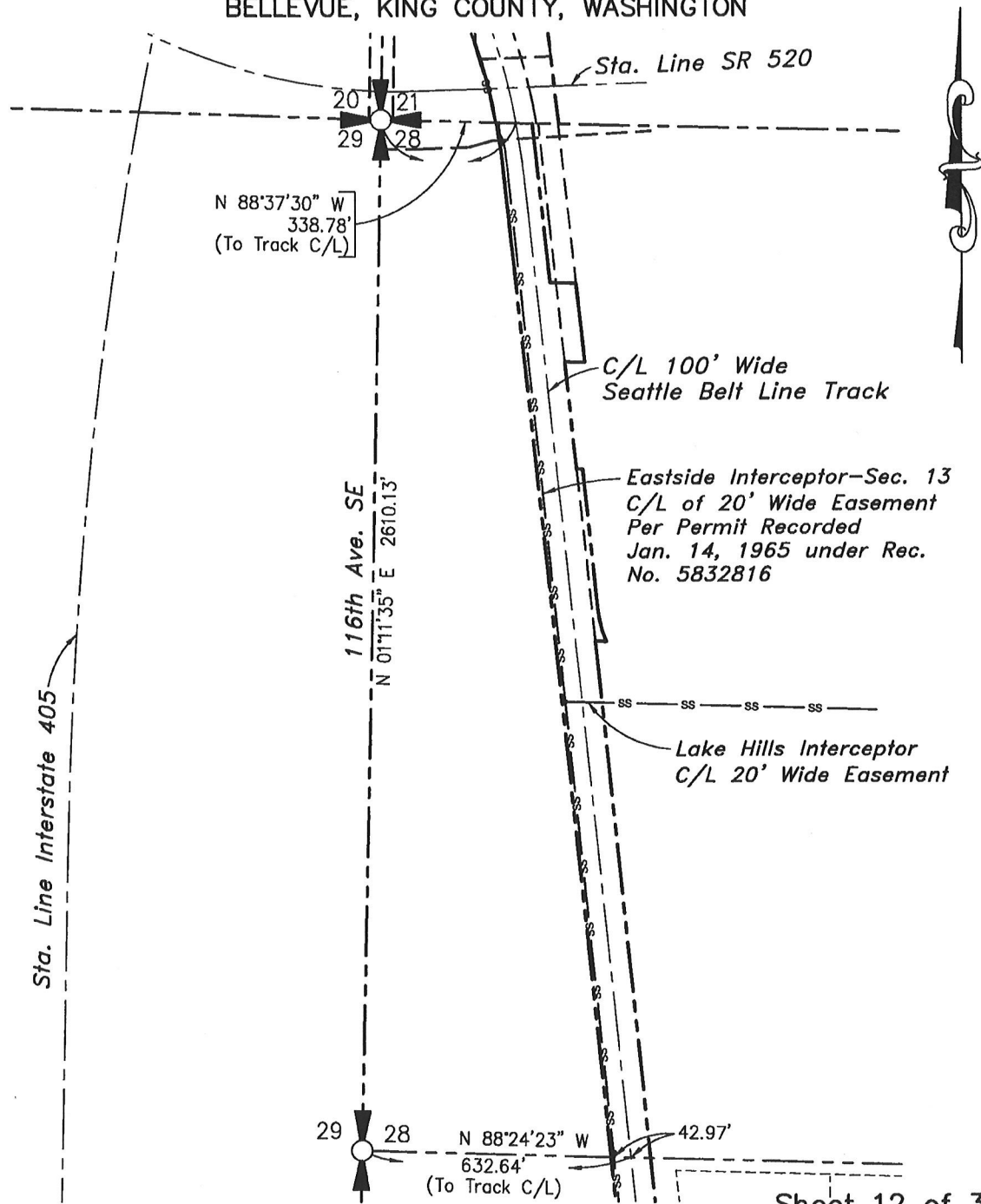
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 Seattle, WA 98104-3023  
 206.332.0800

Date:  
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 Job No.  
 J10-64.00

**Exhibit**

**Existing Sewer Easement**  
 BNSF Eastside Rail Corridor - Eastside Interceptor

NW 1/4, SEC. 28, T 25 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



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LAND SURVEYING, INC.

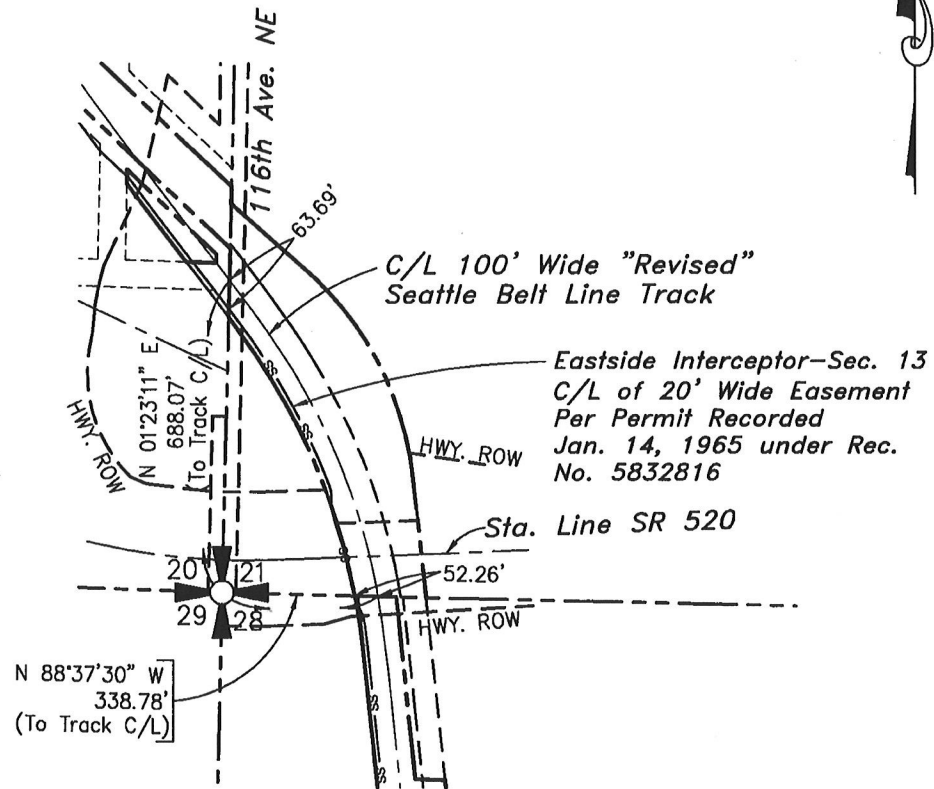
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Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
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Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

SW 1/4, SEC. 21, T 25 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



Sheet 13 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

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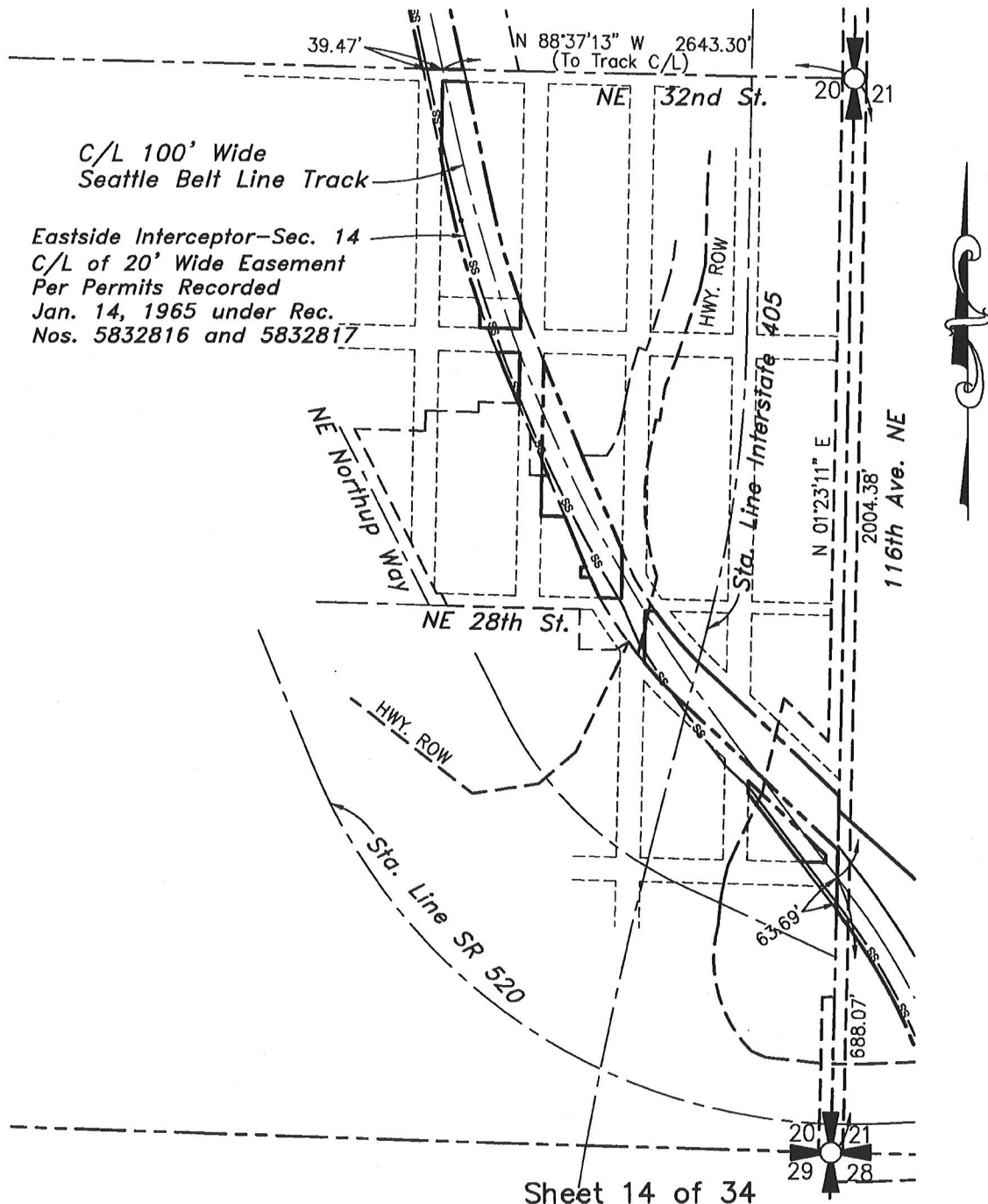
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**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor



SE 1/4, SEC. 20, T 25 N, R 5 E, W.M.  
 BELLEVUE, KING COUNTY, WASHINGTON



Sheet 14 of 34

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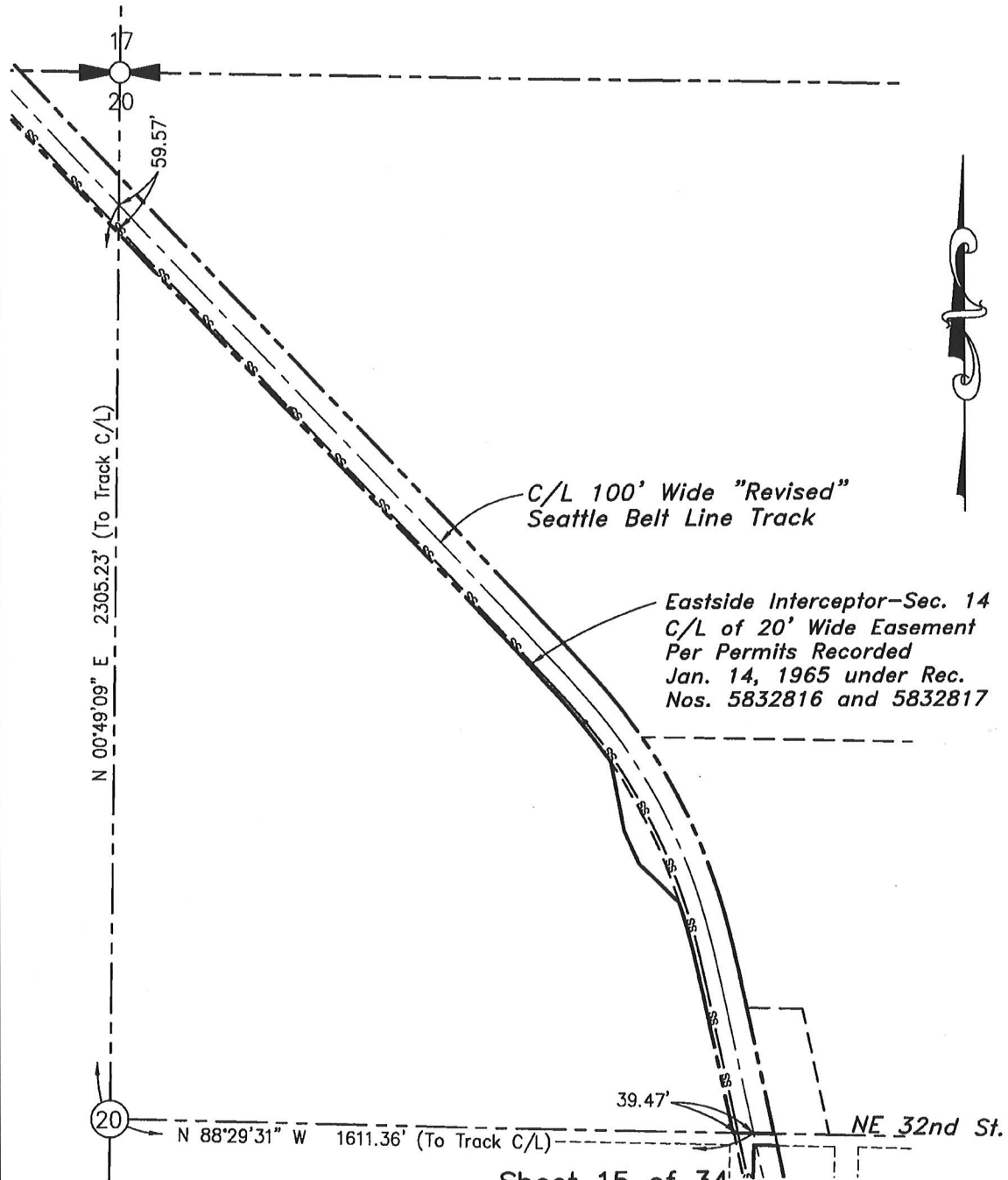
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Date:  
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 J10-64.00

**Exhibit**

**Existing Sewer Easement**  
 BNSF Eastside Rail Corridor - Eastside Interceptor

NE 1/4, SEC. 20, T 25 N, R 5 E, W.M.  
BELLEVUE, KING COUNTY, WASHINGTON



Sheet 15 of 34

**True**  
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LAND SURVEYING, INC.

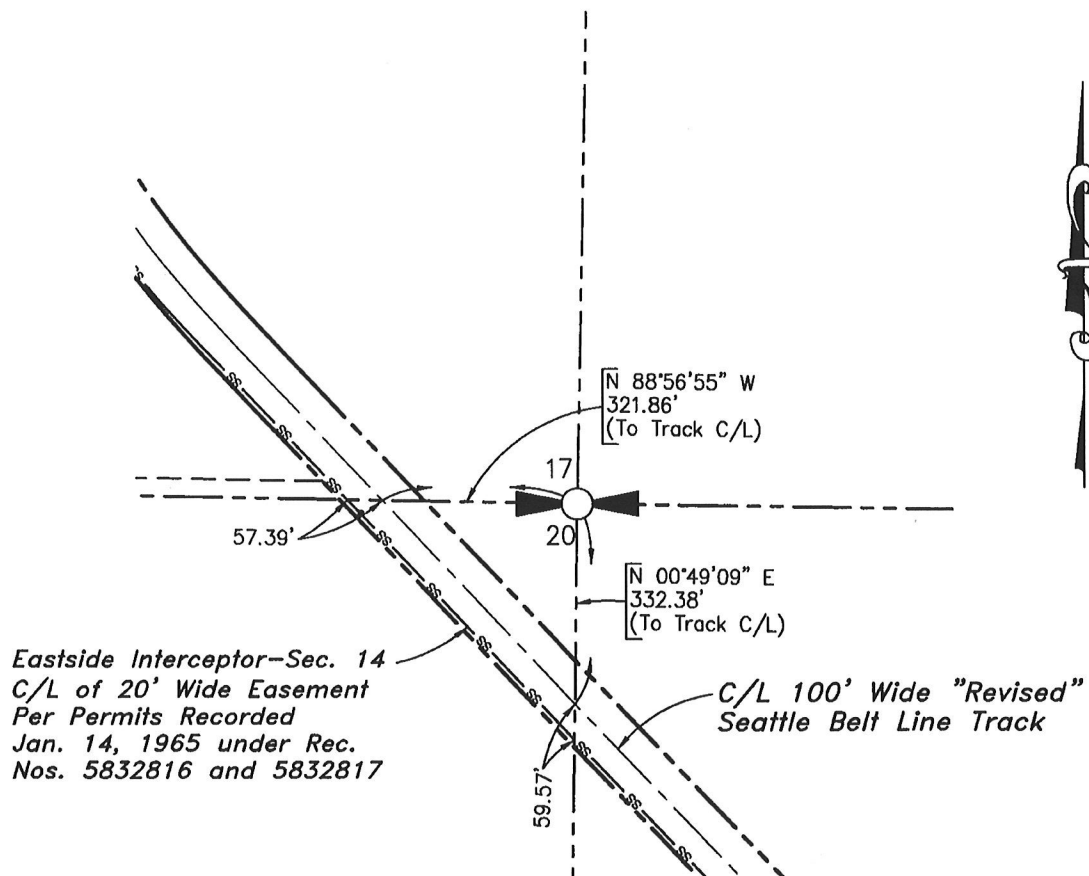
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

NW 1/4, SEC. 20, T 25 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 16 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

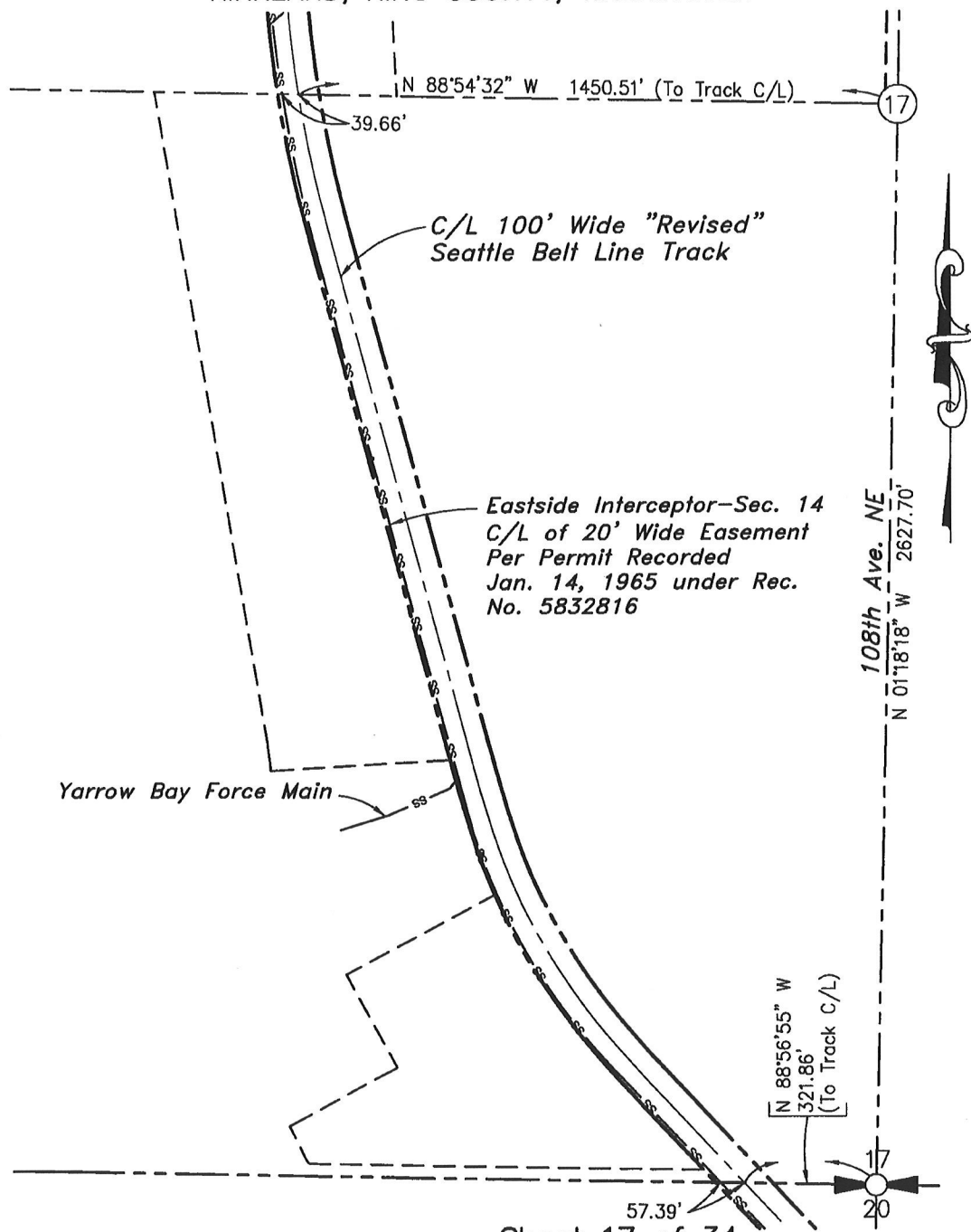
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 300'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

SW 1/4, SEC. 17, T 25 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



**True**  
**NORTH**  
LAND SURVEYING, INC.

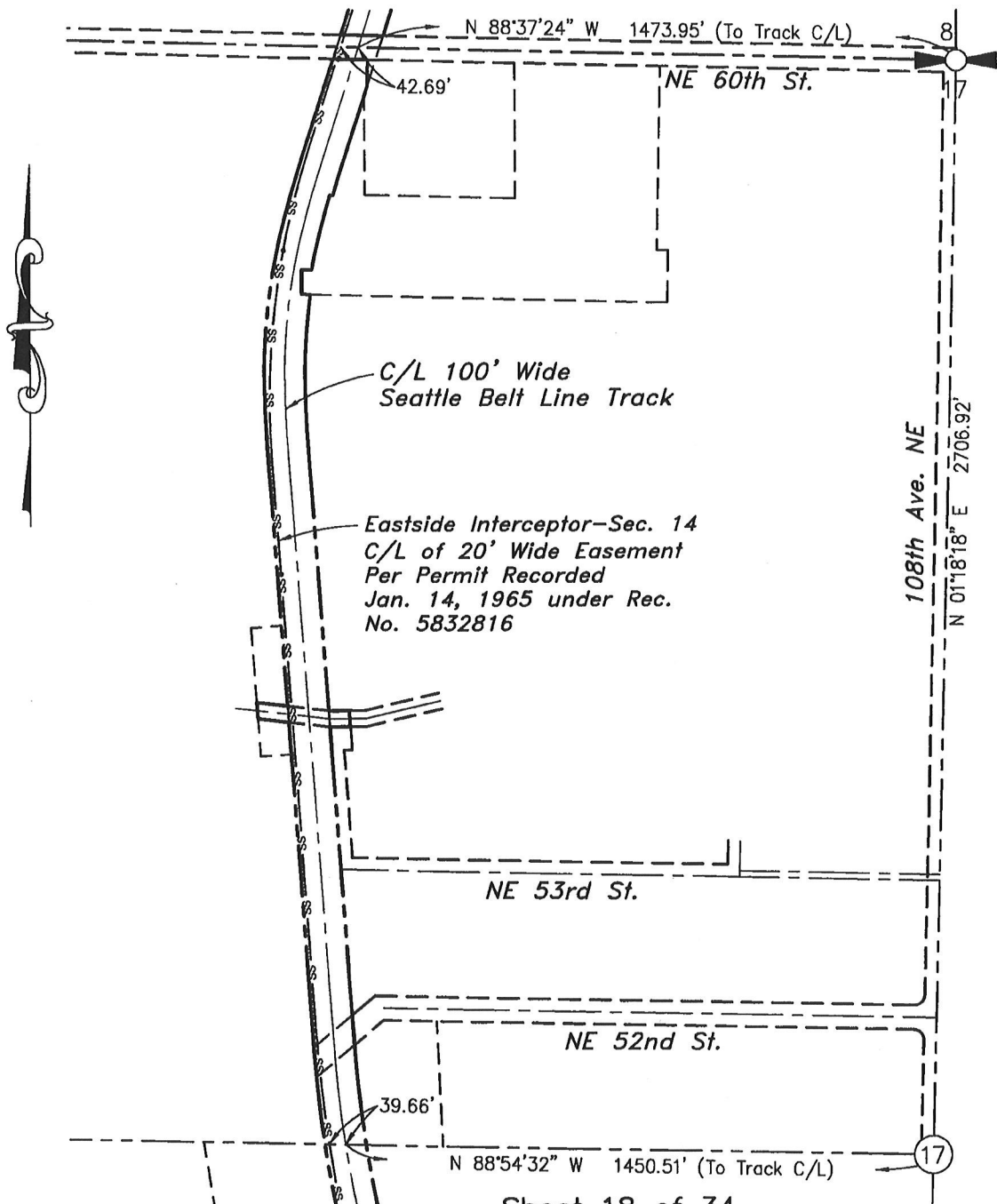
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

NW 1/4, SEC. 17, T 25 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 18 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

**Existing Sewer Easement**

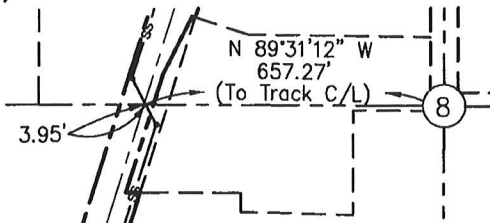
**BNSF Eastside Rail Corridor - Eastside Interceptor**

SW 1/4, SEC. 8, T 25 N, R 5 E, W.M.

KIRKLAND, KING COUNTY, WASHINGTON



C/L 100' Wide  
Seattle Belt Line Track



Eastside Interceptor—Sec. 14  
C/L of 20' Wide Easement  
Per Permit Recorded  
Jan. 14, 1965 under Rec.  
No. 5832816

NE 62nd St.

42.69'

NE 60th St.

N 88°37'24" W 1473.95' (To Track C/L)

108th Ave. NE  
N 00°35'35" E 2643.75'

Sheet 19 of 34

**True  
NORTH**  
LAND SURVEYING, INC.

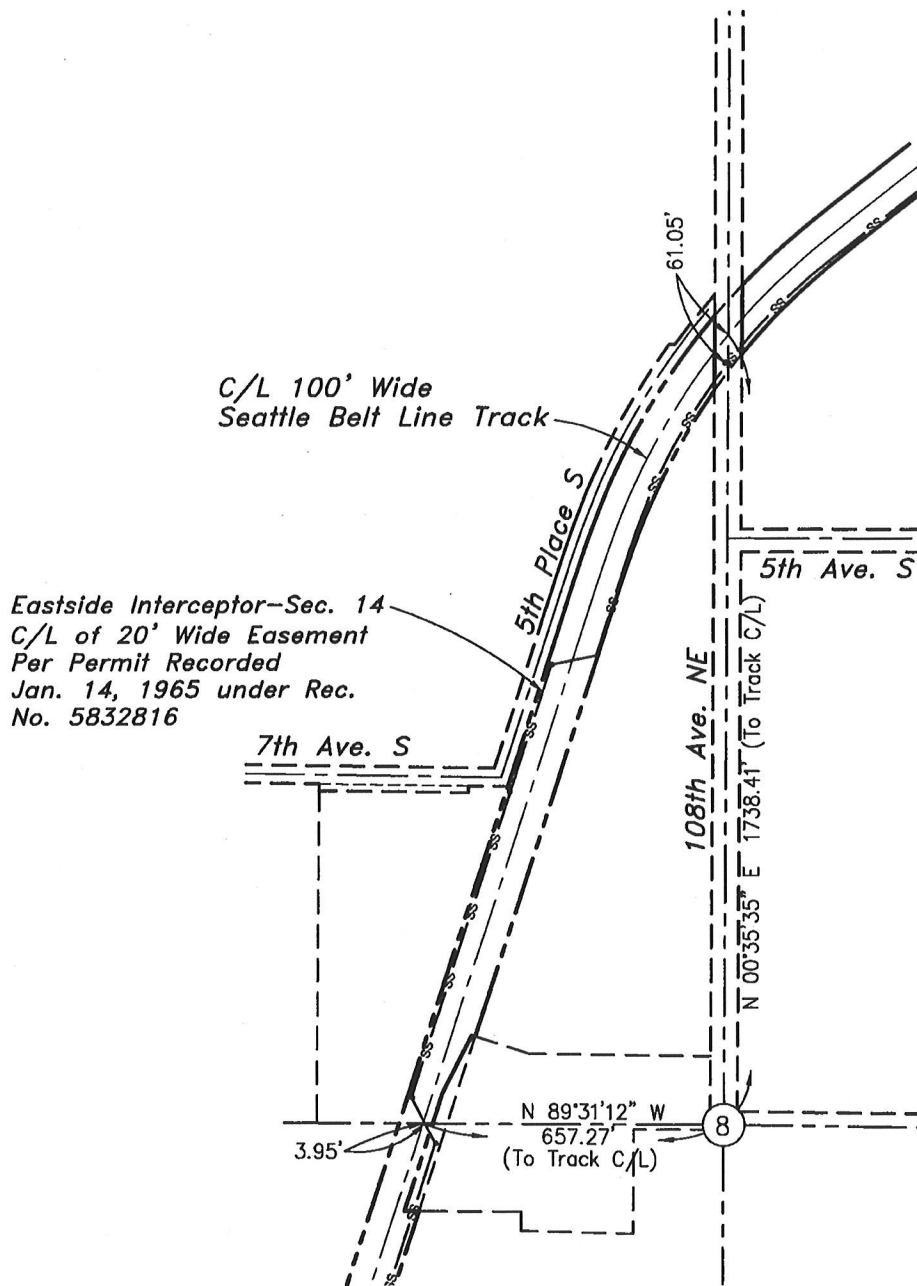
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

NW 1/4, SEC. 08, T 25 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 20 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

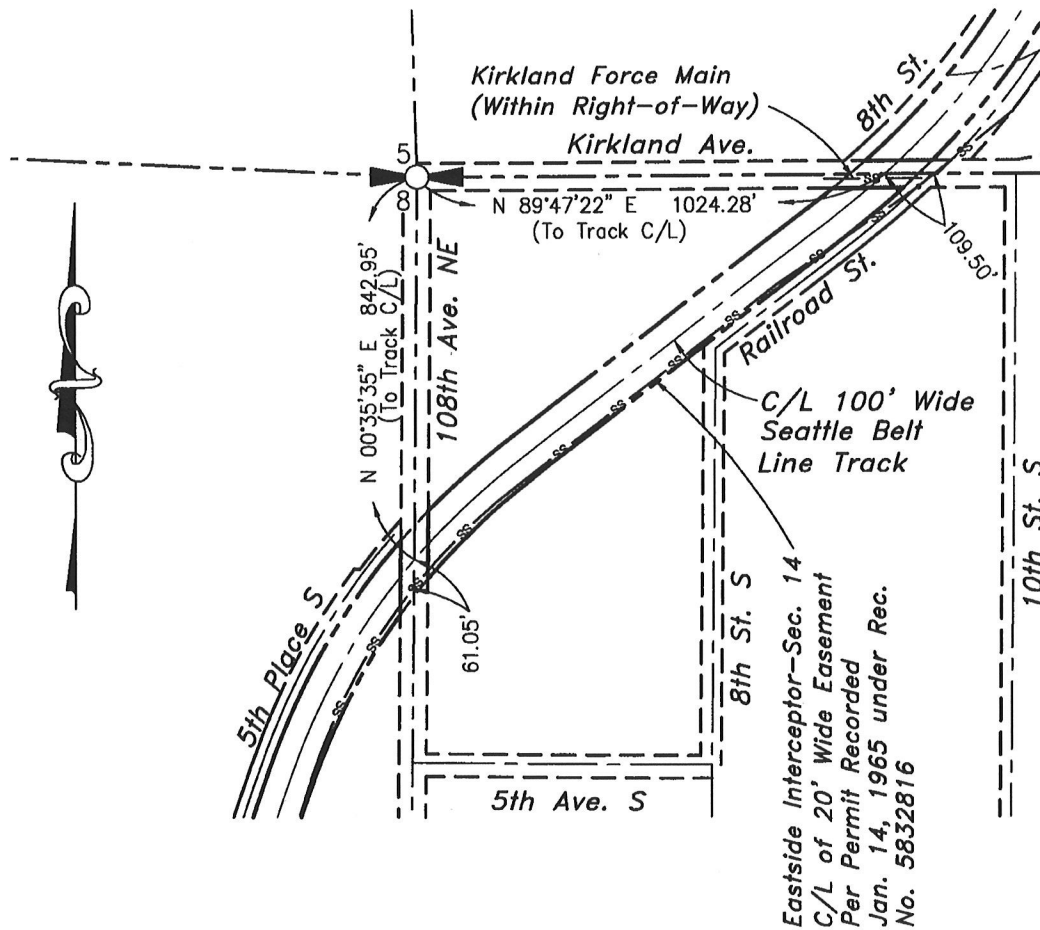
Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor



NE 1/4, SEC. 8, T 25 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 21 of 34

**True  
NORTH**  
LAND SURVEYING, INC.

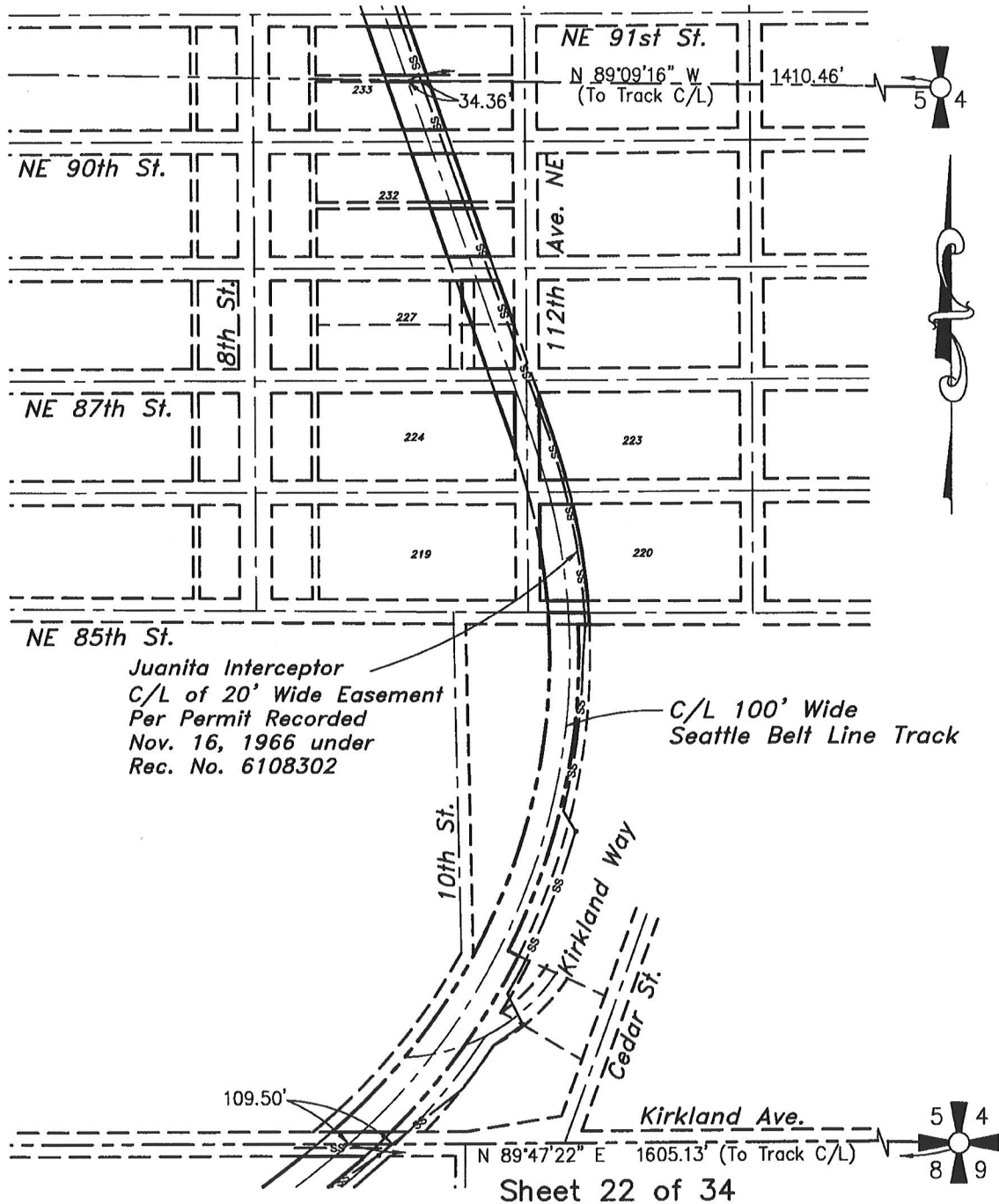
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Eastside Interceptor

SE 1/4, SEC. 5, T 25 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



**True**  
**NORTH**  
LAND SURVEYING, INC.

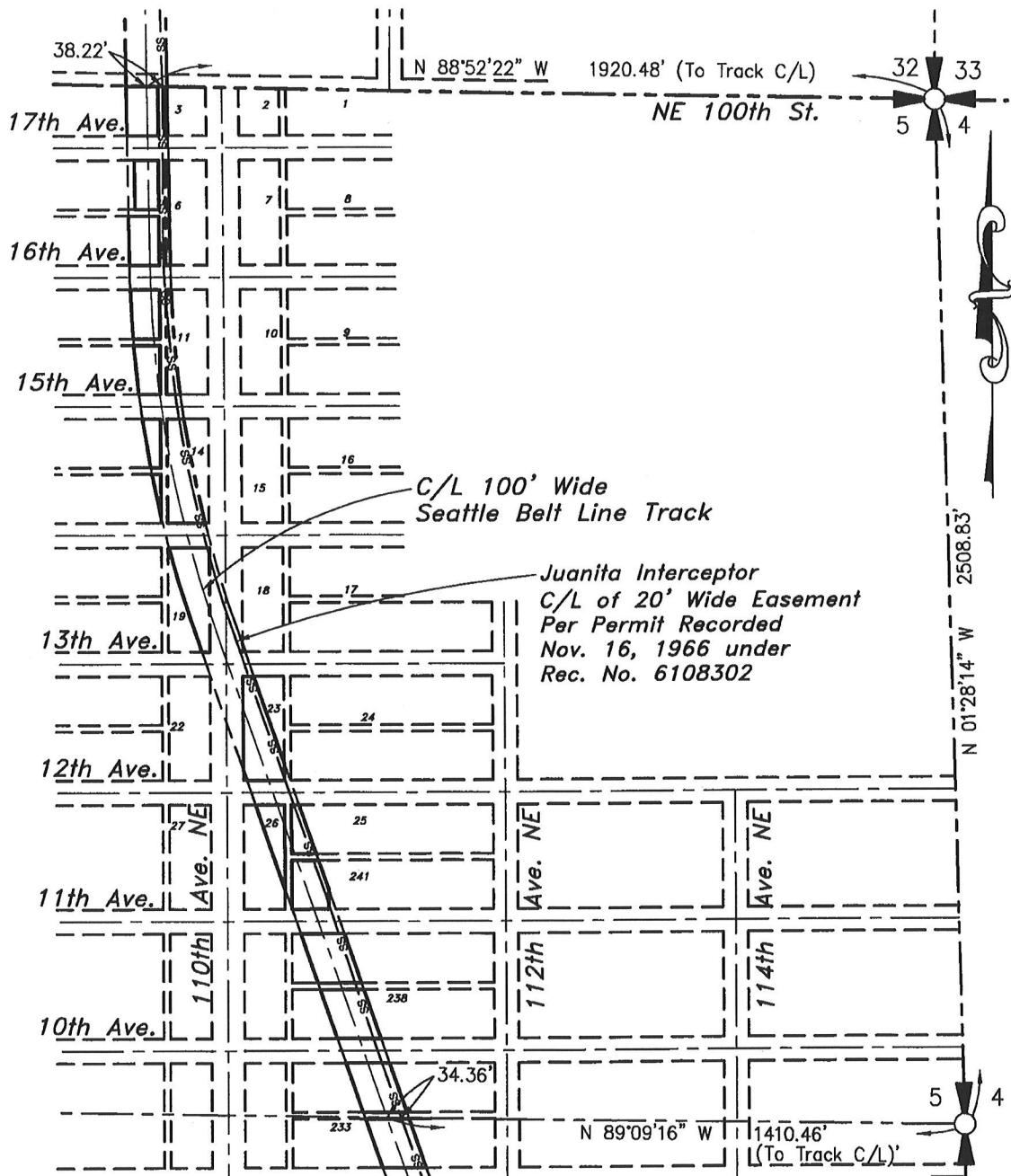
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - Juanita Interceptor

NE 1/4, SEC. 5, T 25 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 23 of 34

**True NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:

5-06-11

Scale:

1" = 400'

Job No.

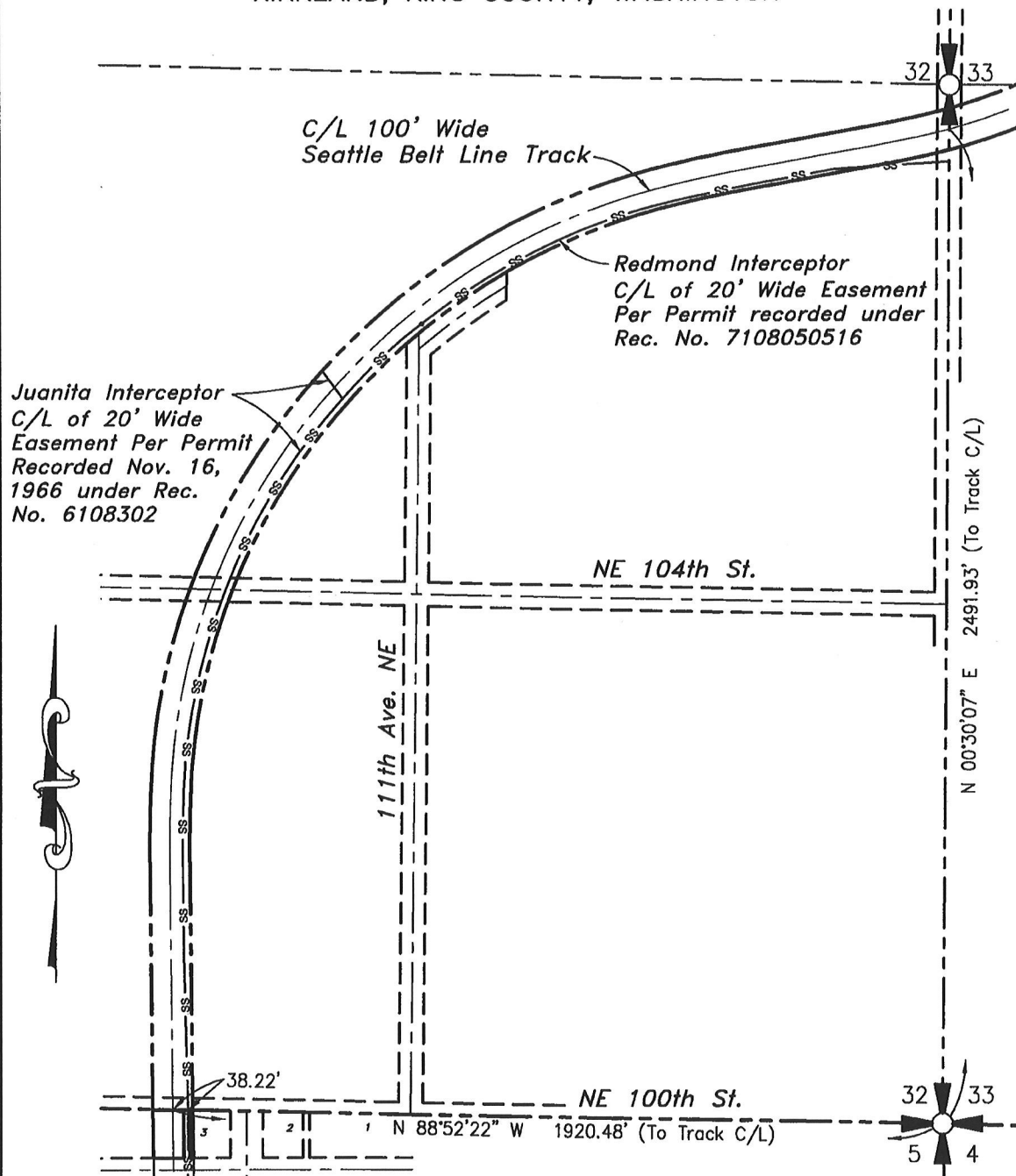
J10-64.00

**Exhibit**

**Existing Sewer Easement**

**BNSF Eastside Rail Corridor - Juanita Interceptor**

SE 1/4, SEC. 32, T 26 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 24 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

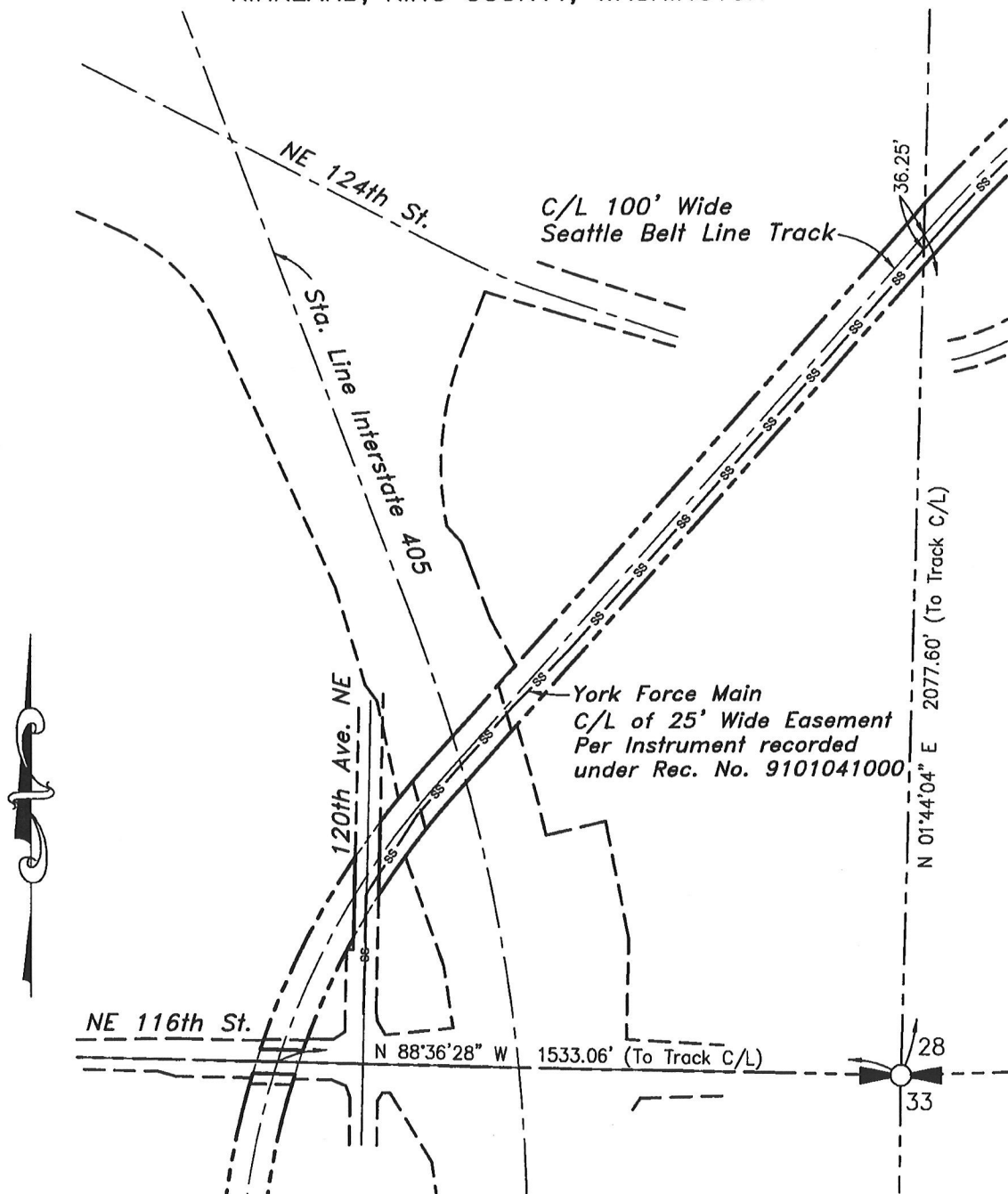
Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement

BNSF Eastside Rail Corridor - Juanita & Redmond Interceptor

SW 1/4, SEC. 28, T 26 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 25 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

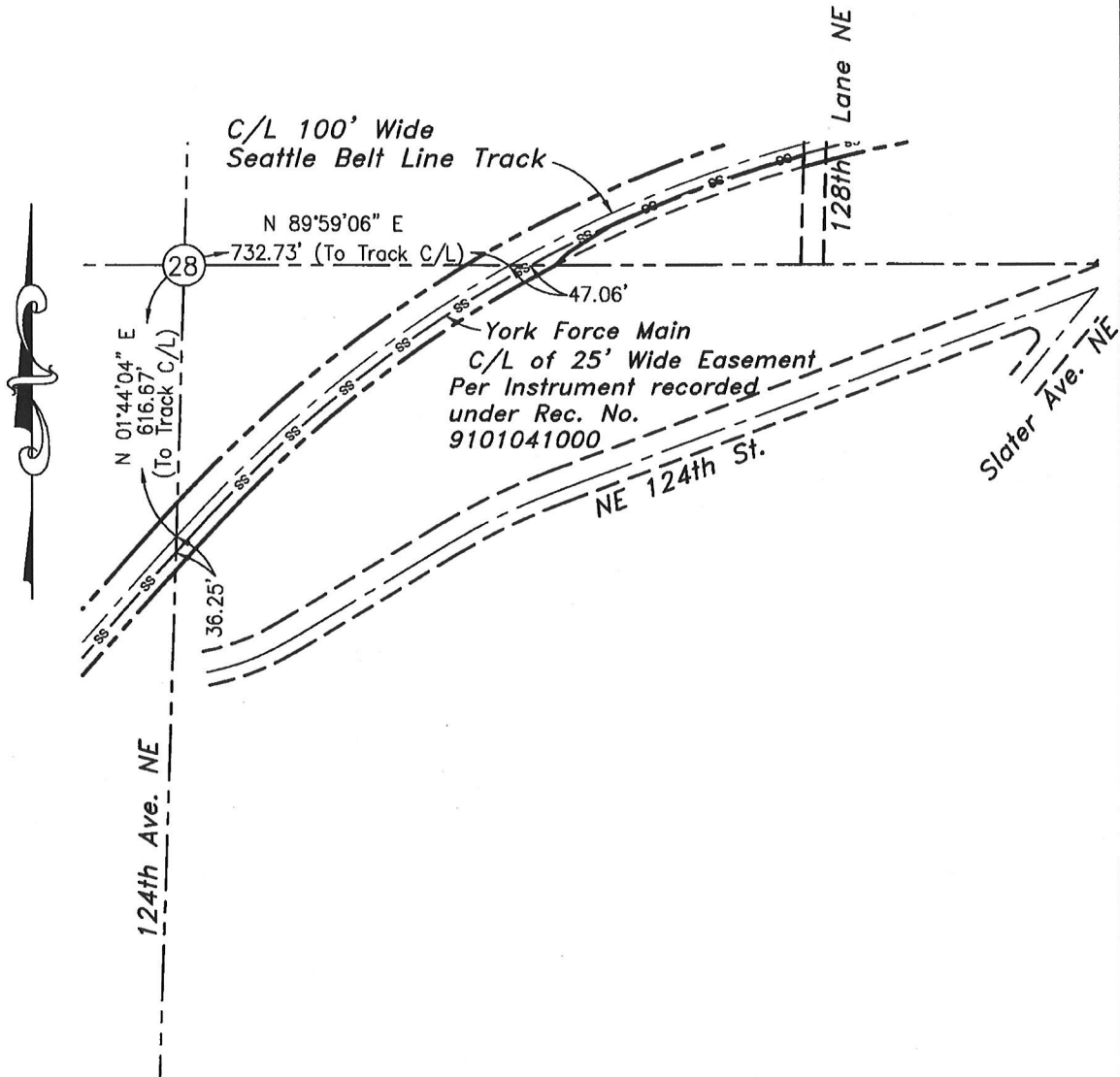
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
**5-06-11**  
Scale:  
**1" = 400'**  
Job No.  
**J10-64.00**

**Exhibit**

**Existing Sewer Easement**  
**BNSF Eastside Rail Corridor - York Force Main**

SE 1/4, SEC. 28, T 26 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 26 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

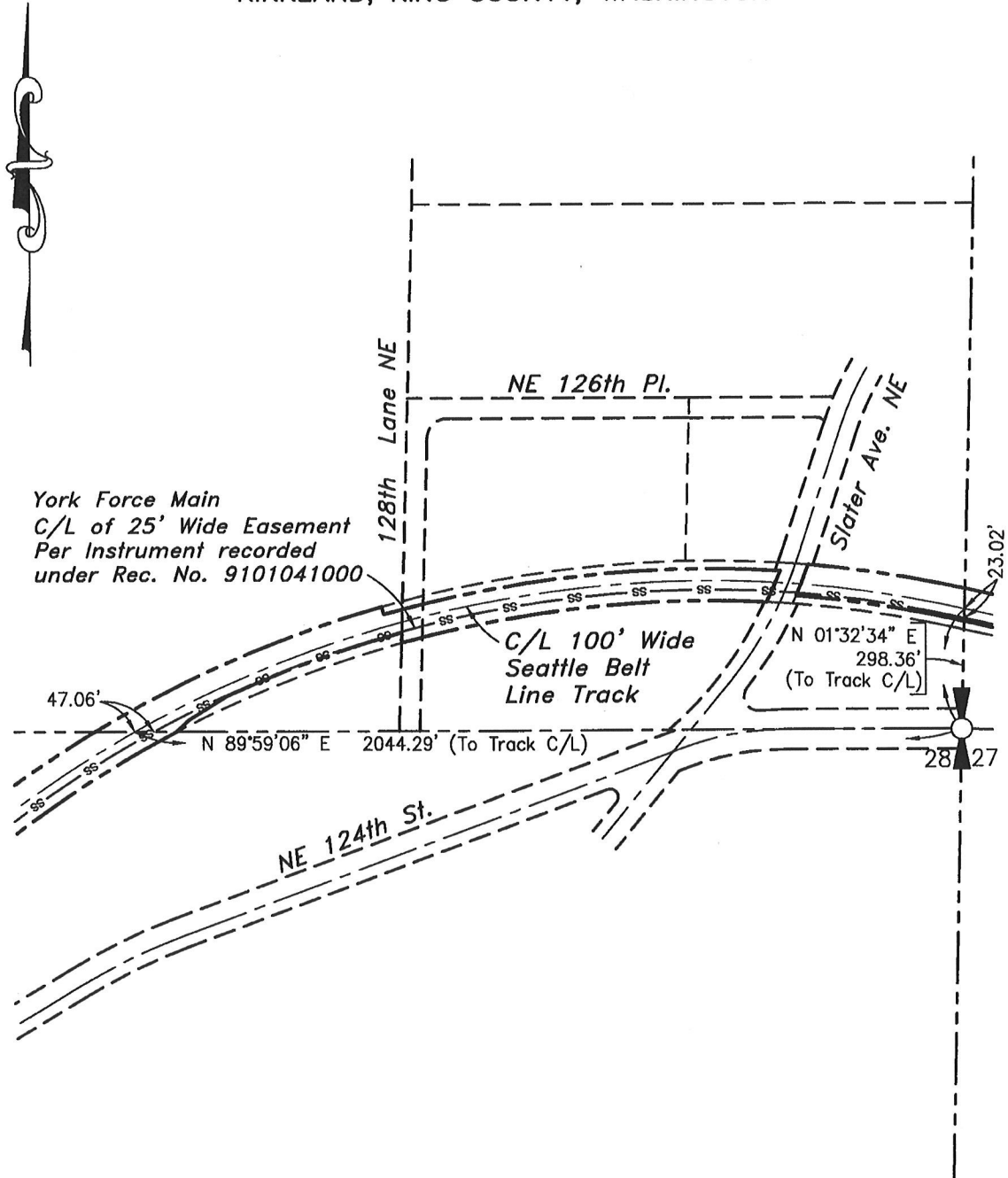
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date: 5-06-11  
Scale: 1" = 400'  
Job No. J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - York Force Main

NE 1/4, SEC. 28, T 26 N, R 5 E, W.M.  
KIRKLAND, KING COUNTY, WASHINGTON



Sheet 27 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

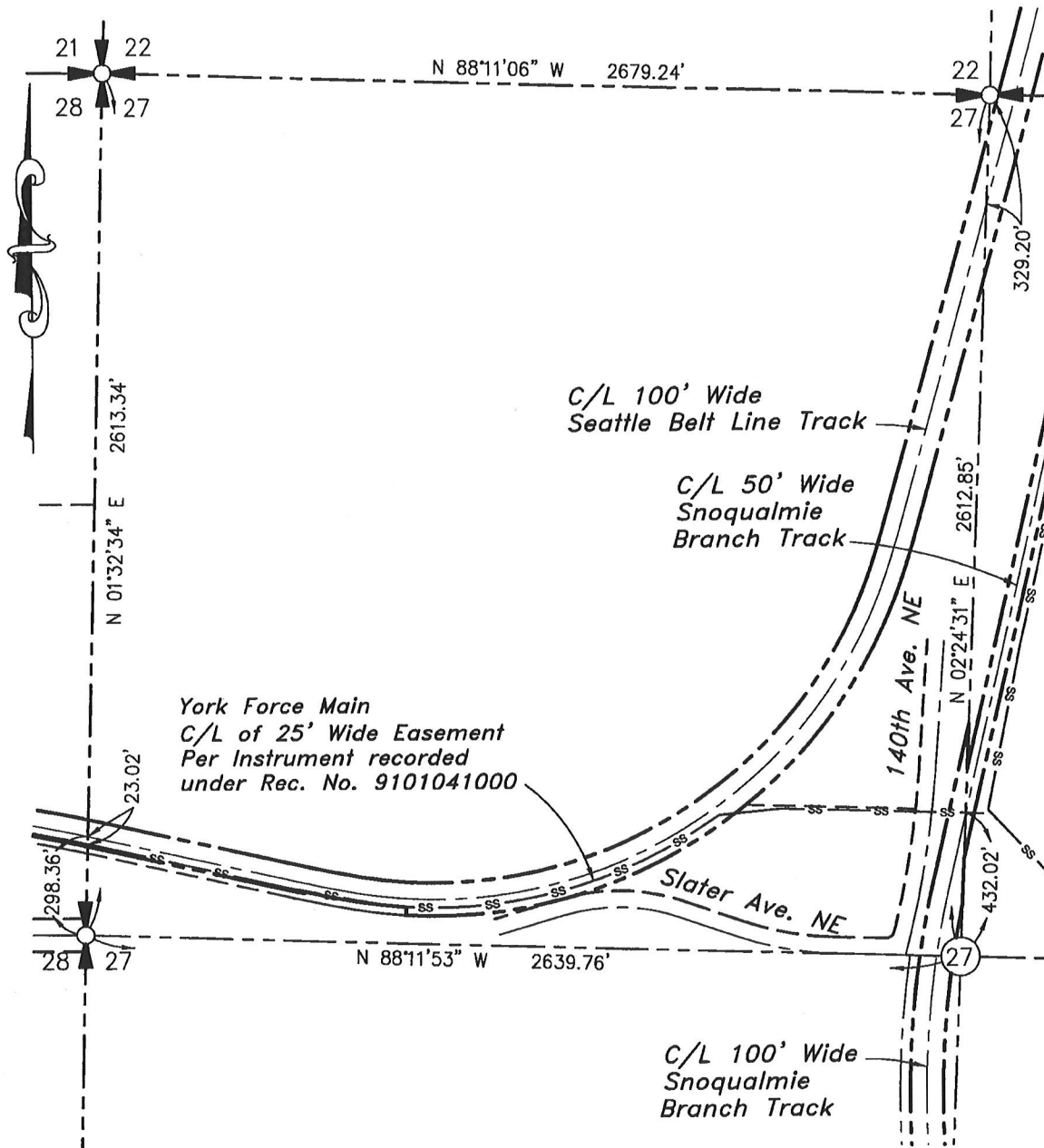
Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - York Force Main



NW 1/4, SEC. 27, T 26 N, R 5 E, W.M.  
REDMOND, KING COUNTY, WASHINGTON



Sheet 28 of 34

**True NORTH**  
LAND SURVEYING, INC.

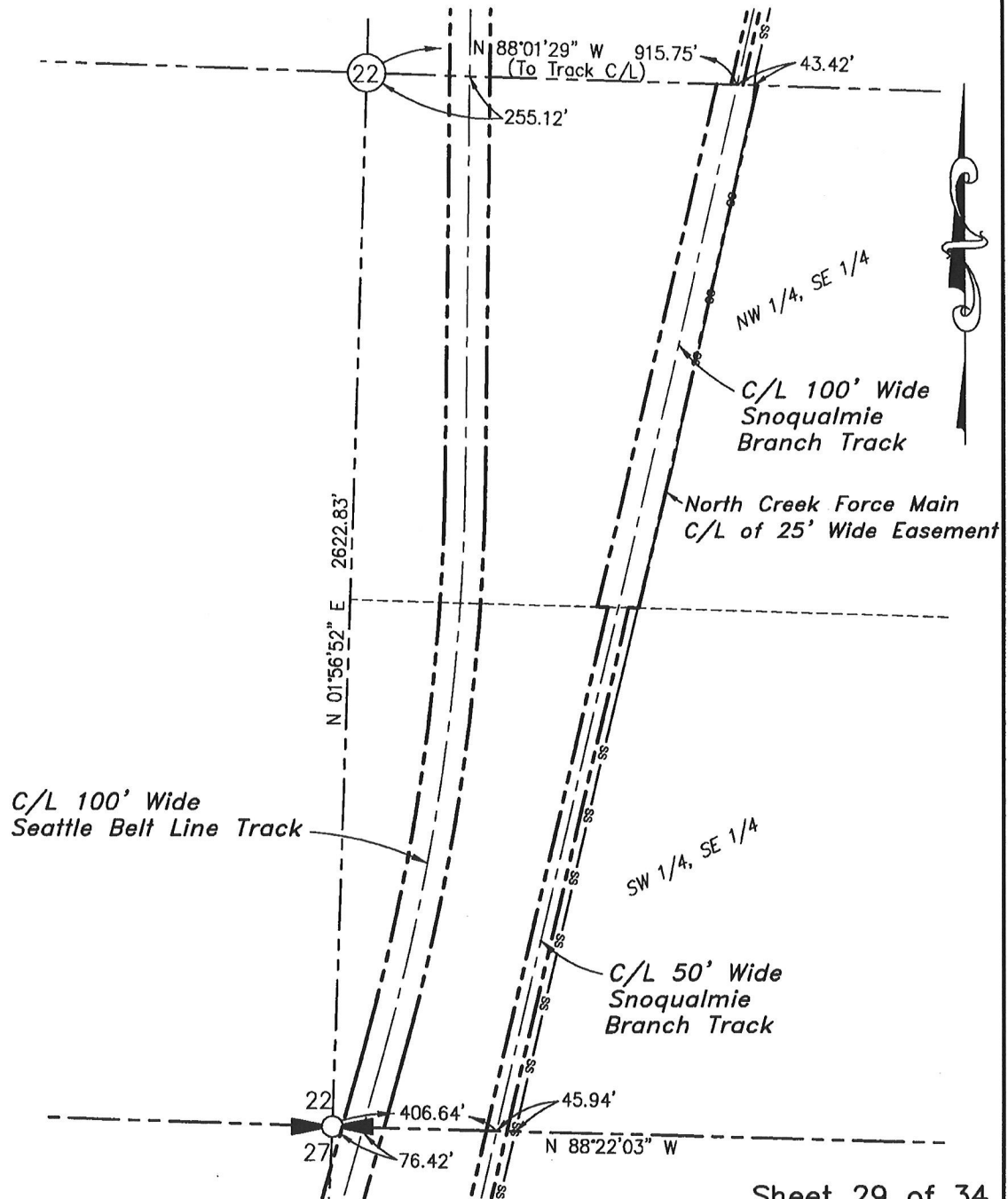
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date: 5-06-11  
Scale: 1" = 500'  
Job No. J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - York Force Main

SE 1/4, SEC. 22, T 26 N, R 5 E, W.M.  
REDMOND, KING COUNTY, WASHINGTON



Sheet 29 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
**5-06-11**

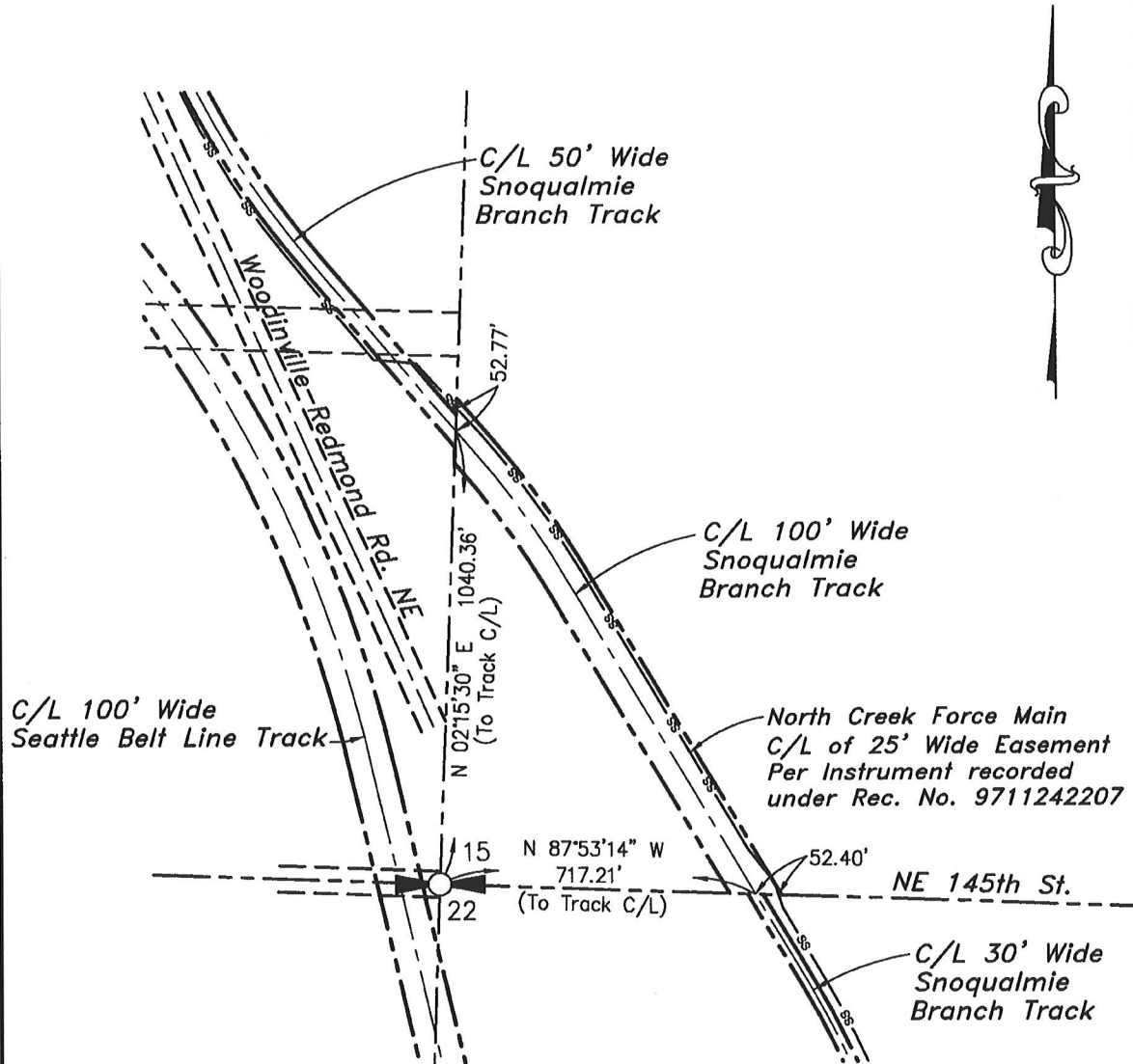
Scale:  
**1" = 400'**

Job No.  
**J10-64.00**

**Exhibit**

**Existing Sewer Easement**  
**BNSF Eastside Rail Corridor - North Creek Force Main**

SE 1/4, SEC. 15, T 26 N, R 5 E, W.M.  
WOODINVILLE, KING COUNTY, WASHINGTON



Sheet 30 of 34

**True NORTH**  
LAND SURVEYING, INC.

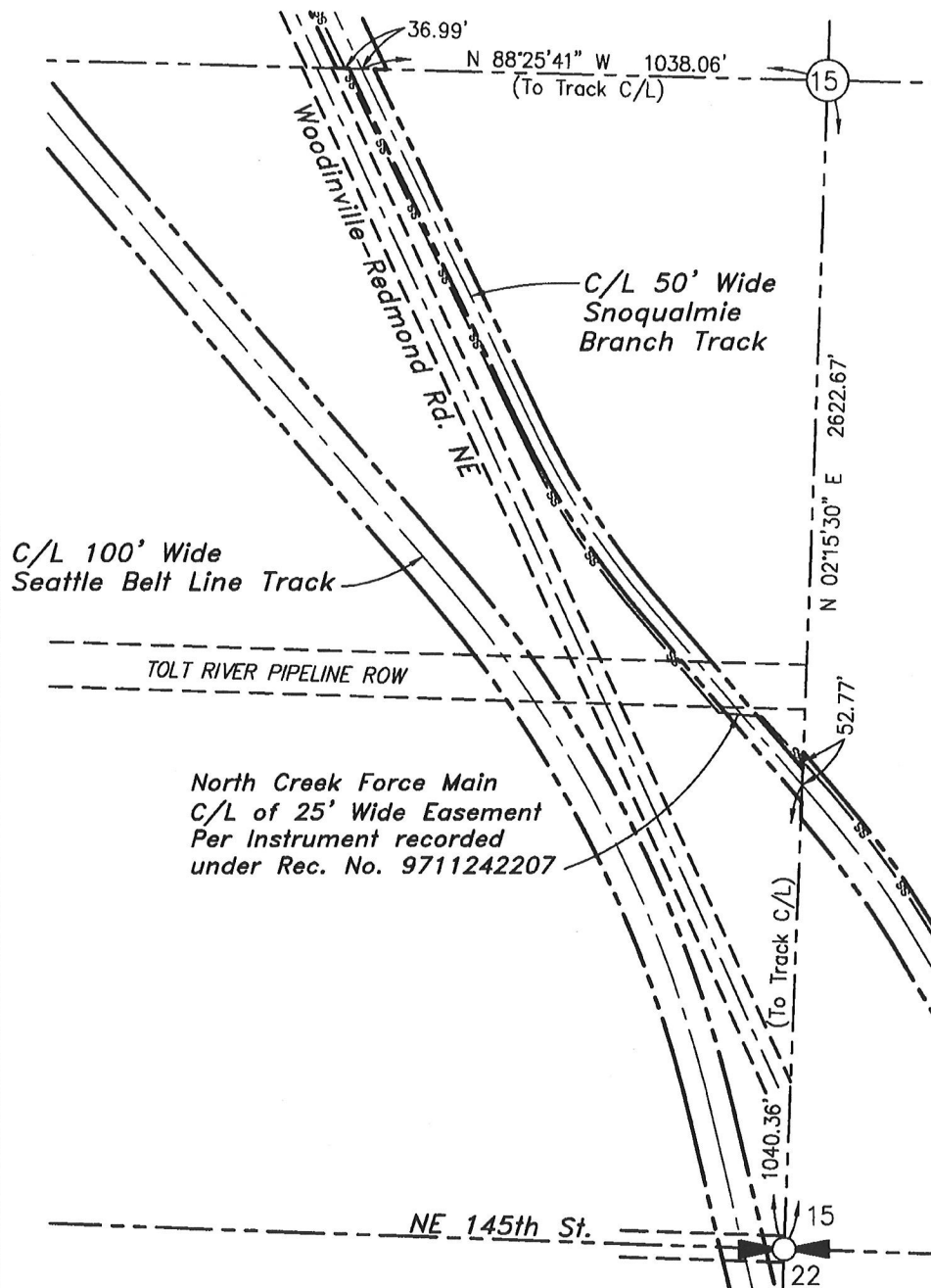
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
**5-06-11**  
Scale:  
**1" = 400'**  
Job No.  
**J10-64.00**

**Exhibit**

**Existing Sewer Easement**  
BNSF Eastside Rail Corridor - North Creek Force Main

SW 1/4, SEC. 15, T 26 N, R 5 E, W.M.  
WOODINVILLE, KING COUNTY, WASHINGTON



Sheet 31 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

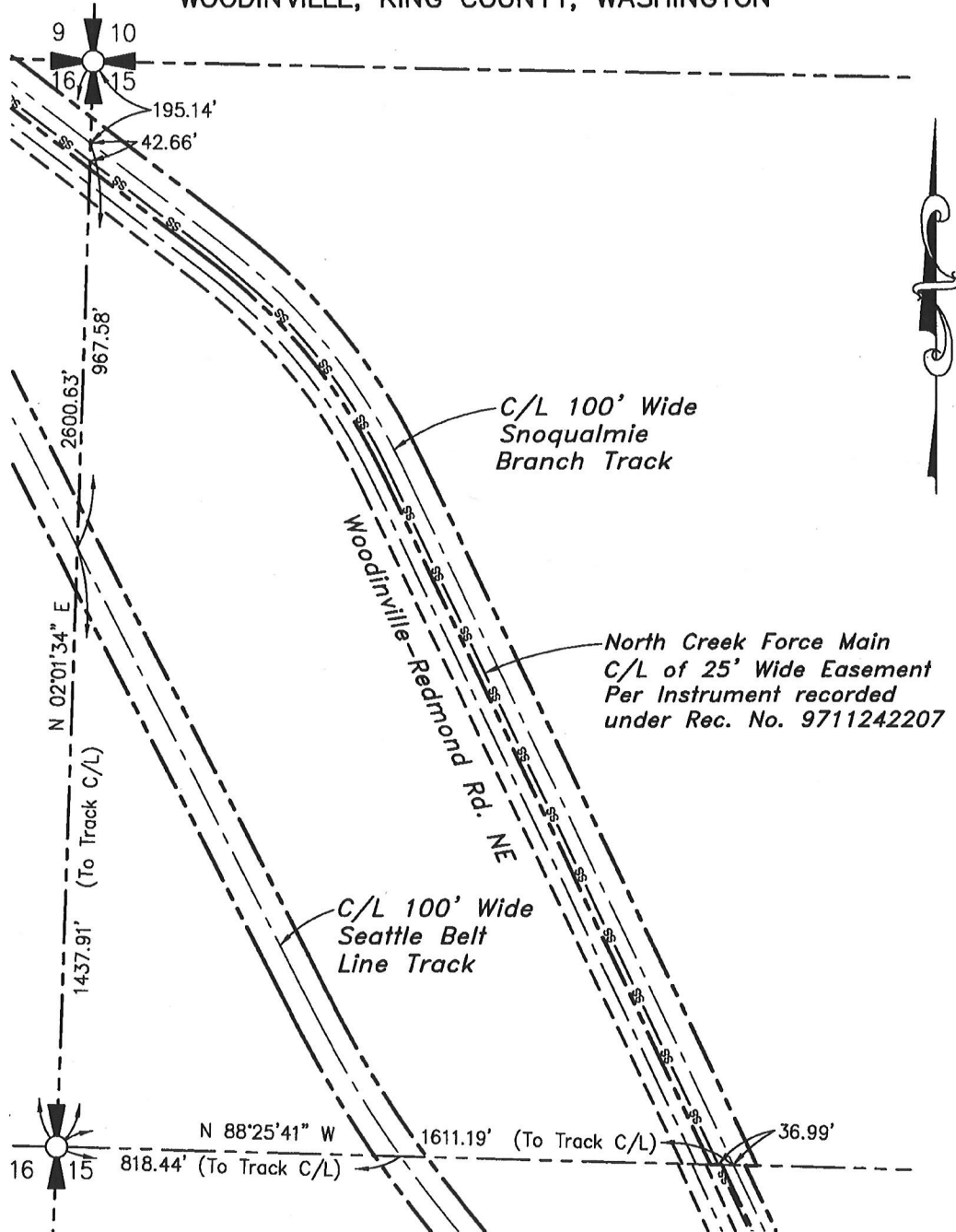
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

Existing Sewer Easement  
BNSF Eastside Rail Corridor - North Creek Force Main

NW 1/4, SEC. 15, T 26 N, R 5 E, W.M.  
WOODINVILLE, KING COUNTY, WASHINGTON



Sheet 32 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

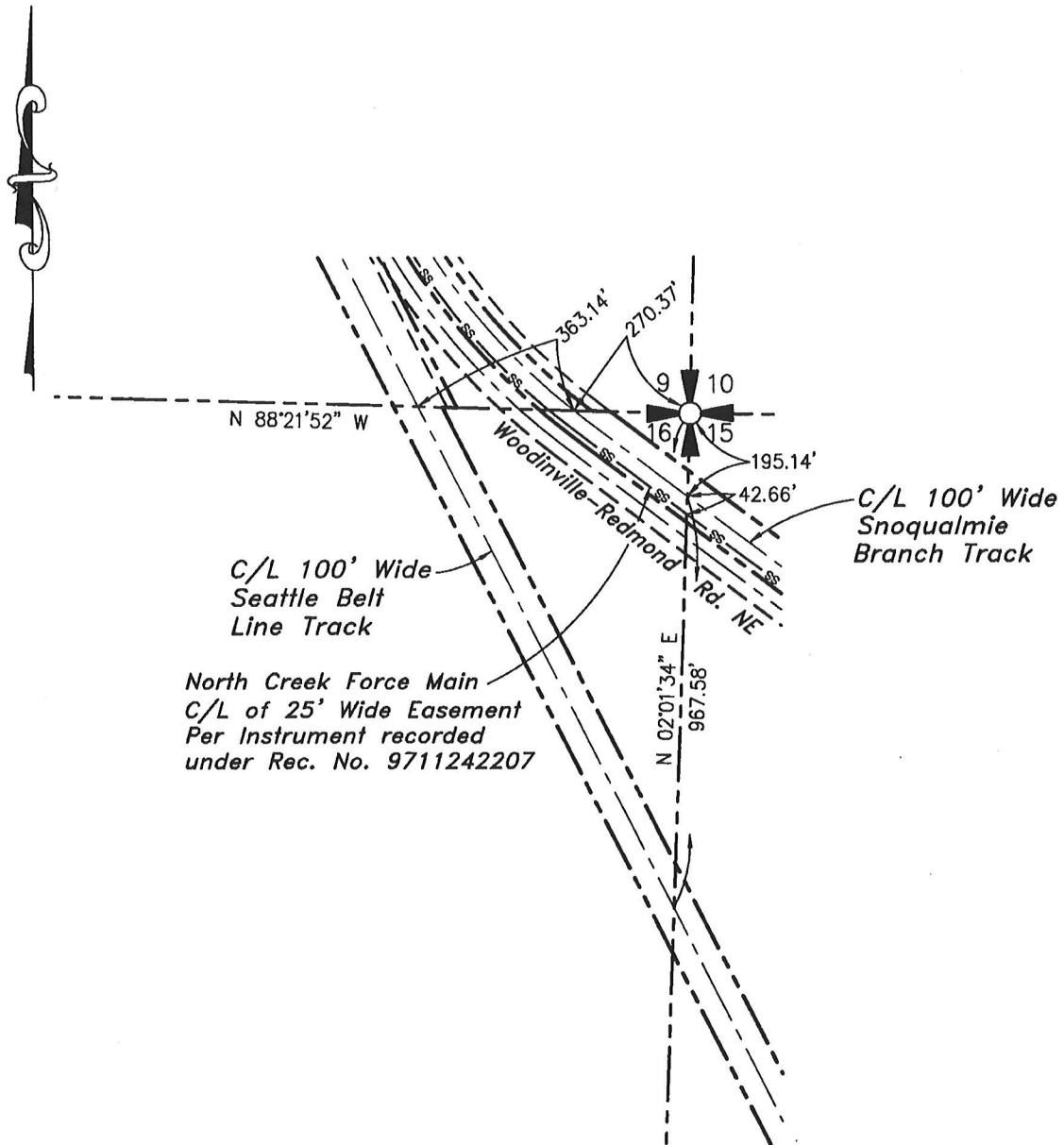
815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
**5-06-11**  
Scale:  
**1" = 400'**  
Job No.  
**J10-64.00**

**Exhibit**

**Existing Sewer Easement**  
**BNSF Eastside Rail Corridor - North Creek Force Main**

NE 1/4, SEC. 16, T 26 N, R 5 E, W.M.  
WOODINVILLE, KING COUNTY, WASHINGTON



Sheet 33 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

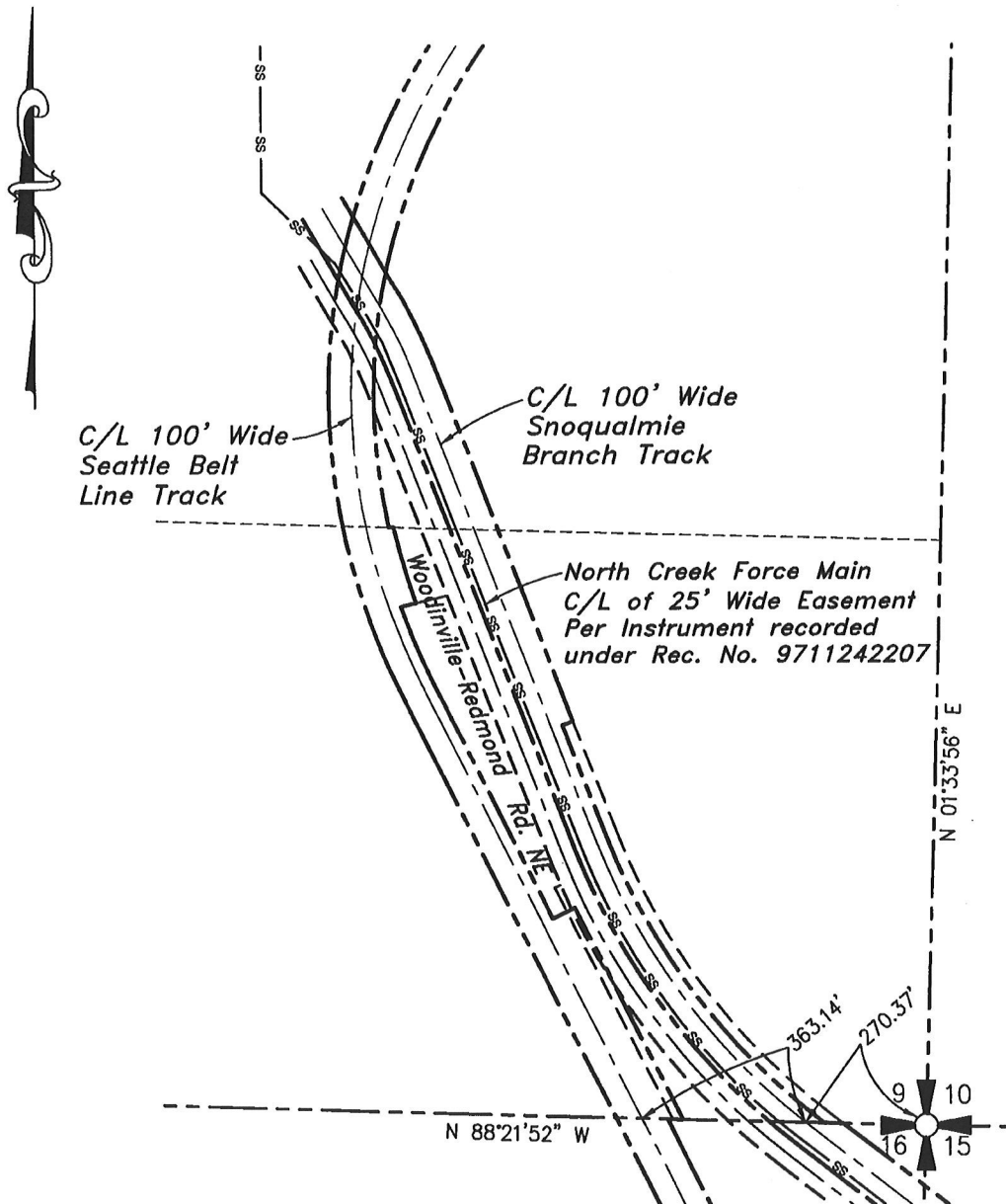
Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

**Existing Sewer Easement**

**BNSF Eastside Rail Corridor - North Creek Force Main**

SE 1/4, SEC. 9, T 26 N, R 5 E, W.M.  
WOODINVILLE, KING COUNTY, WASHINGTON



Sheet 34 of 34

**True**  
**NORTH**  
LAND SURVEYING, INC.

815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800

Date:  
5-06-11  
Scale:  
1" = 400'  
Job No.  
J10-64.00

**Exhibit**

**Existing Sewer Easement**  
BNSF Eastside Rail Corridor - North Creek Force Main

**EXHIBIT D**  
**Wastewater Instruments**



## WTD Facilities in Eastside Rail Corridor

TrueNorth Exhibit #	Section-Township-Range	Facility Name	Permit #	Easement #
1	SE 31-24-05	ESI 3		
2	NW 32-24-05	ESI 4	5874614 93923	
3	SW 29-24-05	ESI 4	5874614 95126	7301190607
4	SE 29-24-05	ESI 4	5874614	
5	NE 29-24-05	ESI 4	5874614	
6	NW 09-24-05	ESI 9 and Sweyolocken Force Main Crossing	93095 (Xing) 5879754	
7	SW 04-24-05	ESI 9	93095	
8	NW 04-24-05	ESI 11	5879616	
9	SW 33-25-05	ESI 11 & 12	5832816 5879616	
10	NW 33-25-05	ESI 12	5832816 5832817	
11	SW 28-25-05	ESI 13	5832816	
12	NW 28-25-05	ESI 13 & Lake Hills Line Crossing	5832816 5903146 (Xing)	
13	SW 21-25-05	ESI 13	5832816	
14	SE 20-25-05	ESI 14	5832816 5832817	
15	NE 20-25-05	ESI 14	5832816 5832817	
16	NW 20-25-05	ESI 14	5832816 5832817	
17	SW 17-25-05	ESI 14	5832816	
18	NW 17-25-05	ESI 14	5832816	
19	SW 08-25-05	ESI 14	5832816	
20	NW 08-25-05	ESI 14	5832816	
21	NE 08-25-05	ESI 14 & Kirkland Force Main Crossing	5832816 95260 (Xing)	
22	SE 05-25-05	Juanita Interceptor	6108302	
23	NE 05-25-05	Juanita Interceptor	6108302	
24	SE 32-26-05	Juanita Interceptor & Juanita Force Main & Redmond Interceptor	6108302 (J) 100225 (JFM) 7108050516 (R)	
25	SW 28-26-05	York Force Main		9101041000
26	SE 28-26-05	York Force Main		9101041000
27	NE 28-26-05	York Force Main		9101041000
28	NW 27-26-05	York Force Main		9101041000
29	SE 22-26-05	York Force Main		
30	SE 15-26-05	North Creek Force Main		9711242207
31	SW 15-26-05	North Creek Force Main		9711242207
32	NW 15-26-05	North Creek Force Main		9711242207
33	NE 16-26-05	North Creek Force Main		9711242207
34	SE 09-26-05	Woodinville Pump Station & North Creek Force Main	7108050520 7108050514	7111190552 9711242207

**Exhibit C-2**