

ORDINANCE 18574
Dated September 25, 2017

ATTACHMENT A:

SETTLEMENT AGREEMENT

**ER 408—OFFER TO COMPROMISE
SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“Agreement”) is made and entered by and between **KING COUNTY**, a political subdivision of the State of Washington (the “Seller”) and **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, also known as **SOUND TRANSIT**, a regional transit authority authorized under Chapter 81.112 RCW (the “Buyer”). Seller and Buyer are also referred to herein individually as a “Party” or collectively as “Parties.” This Agreement shall be effective as of the date it has been executed by both Parties (“Effective Date”).

RECITALS

A. Seller is the owner of that certain real property located at 10200 First Ave N.E., Seattle, King County, State of Washington, the legal description of a portion of which is attached hereto as **EXHIBIT A** (the “Real Property” or “Property”). The Real Property is part of the Northgate Transit Center, which is a regional transit hub. Seller intends to redevelop certain other portions of the Northgate Transit Center for transit-oriented development, including but not limited to affordable housing, market-rate housing, public space, and other uses.

B. Buyer requires the Real Property for its regional light rail system. Buyer is authorized to acquire the Real Property through eminent domain under §81.112.070 RCW and Sound Transit Resolution No. R2012-18, dated July 26, 2012. In exercise of that authority, Buyer filed that certain petition in eminent domain identified as King County Superior Court Cause No. 15-2-22767-0, captioned as Central Puget Sound Regional Transit Authority v. King County et. al (the “Lawsuit”), in which Buyer seeks to acquire the Real Property in exchange for just compensation. Buyer is cognizant of Seller’s intent to redevelop other portions of the Northgate Transit Center for transit-oriented development and acknowledges that Buyer’s acquisition of the Real Property may affect the remainder of the Northgate Transit Center, potentially including but not limited to severance damages and special benefits to the remainder.

C. While the Parties dispute the value of the Real Property, the impacts of Buyer’s proposed use of the Real Property, and the amount of just compensation due to Seller, the Parties desire to resolve their disputes and the Lawsuit without incurring the expense and inconvenience of litigation.

D. To settle their disputes, and to resolve the Lawsuit, the Parties have instead entered into settlement negotiations regarding the Real Property.

E. As a result of those negotiations, Seller is willing to sell the Real Property to Buyer and Buyer is willing to purchase the Real Property from Seller, all subject to the terms and conditions set forth in this Agreement. The Parties are entering into this Agreement to resolve the Lawsuit as described more fully herein.

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

Buyer's access to portions of the Property under the TCE will occur approximately on the dates set forth in the schedule attached as **EXHIBIT D**.

1.4 RESOLUTION OF EMINENT DOMAIN PROCEEDING. The Parties agree to resolve the Lawsuit by submitting this Agreement to the Court for entry as an attachment to a proposed stipulated judgment and decree of appropriation substantially in the form of **EXHIBIT E** attached hereto.

**ARTICLE 2.
PURCHASE PRICE AND RELATED CONSIDERATION**

2.1 PURCHASE PRICE AND PAYMENT. In exchange for Seller's conveyance of the Property to Buyer under the terms of this Agreement, Buyer shall provide Seller with consideration worth a total of **Ten Million, One Hundred Twenty Thousand Dollars (\$10,120,000)** (the "Total Purchase Price"), comprised of payment to Seller via cashier's check or wire transfer on the Closing Date a cash price of **Six Million Three Hundred Eighty Dollars (\$6,380,000)** (the "Cash Purchase Price"), and the provision of other consideration worth **Three Million Seven Hundred Forty Thousand Dollars (\$3,740,000)** as described more fully in Section 2.2 of this Agreement.

2.2 ALLOCATION AND ESTABLISHMENT OF PURCHASE PRICE.

2.2.1 Seller and Buyer agree that the Total Purchase Price is allocable to the Real Property and the temporary construction easement and that the value of the Personal Property, if any, is *de minimis*. The Parties further agree that the Total Purchase Price was established as follows:

Value of Real Property	\$ 9,160,000
Value of Temporary Construction Easement	\$ 960,000
Total Value of Real Property Interests to be Conveyed to Buyer	\$10,120,000

2.2.2 In partial consideration of Seller's conveyance of the Real Property in settlement of the Lawsuit, and to provide bus and rail facilities aligned to efficiently provide regional transit service to the public, the Parties agree that Buyer has designed and will construct certain capital facilities for which the Seller will pay the lump sum amounts listed below as an offset to the total Purchase Price.

Transit Center Improvements to be built by Buyer	\$ 2,107,000
Transit Center Design by Buyer	\$ 370,000
Transit Center Construction Management by Buyer	\$ 370,000
Parking Garage Entrance Improvements to be built by Buyer	\$ 893,000

Total Offset Against Purchase Price

\$ 3,740,000

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

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

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

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

improvements shown in **EXHIBIT H** and constructed for benefit of Seller. This reimbursement will be an offset to the Purchase Price. Otherwise, the parking garage shall be constructed at Buyer's sole cost and expense. Seller acknowledges that Buyer presently intends to construct a 450-stall parking garage on other property in the vicinity of the Property, and Seller agrees that if Buyer completes such a garage and makes it available for commuter parking not later than the date that Northgate light rail station is open for service to the public, then Buyer shall have satisfied its obligation under this paragraph 2.3.1.B.

2.3.2 ADDITIONAL CONSIDERATION CONTINGENT ON AMENDMENT TO EXISTING WSDOT AIRSPACE LEASE FOR SOUTH I-5 LOT.

A. Buyer acknowledges that under WSDOT Airspace Lease No. IC #1-17-09367/AA-1-13158, Buyer currently leases a former commuter park-and-ride lot, including a portion south of NE 100th Street (the "WSDOT South Lot"), for purposes related to light rail construction. Buyer is currently required to restore the WSDOT South Lot to parking at the end of the lease term. Buyer shall cooperate with Seller in good faith to timely negotiate and execute an amendment to that same lease to release Buyer from its restoration obligation and instead allow Buyer to construct the bus layover facility for Seller as contemplated in this Agreement. Seller shall be responsible for obtaining any necessary long-term rights from WSDOT for the bus layover facility along with any necessary replacement parking. Buyer agrees that Seller shall be the lead negotiator with WSDOT regarding such amendment, subject to Buyer's review and approval, which approval shall not be unreasonably conditioned, withheld, or delayed.

B. Subject to the condition that WSDOT and Buyer execute the amendment contemplated under Section 2.3.2.A above no later than April 1, 2018, Buyer further agrees to design, obtain permits, construct, and manage the design and construction of a bus layover facility for Seller's use as further detailed in the Development Agreement for Design and Construction described in Section 2.3.2.C below, and to provide temporary replacement parking during construction. Seller will pay Buyer in installments as provided in the Development Agreement for Design and Construction for the design and construction of the bus layover facility and the cost of temporary replacement parking in an amount of \$2,229,365. In the event that the amendment is not executed by April 1, 2018, Buyer will not include the bus layover facilities in its construction contract.

C. The design and construction of such bus layover facility shall be governed by a Development Agreement for Design and Construction substantially in the form of **EXHIBIT I** to this Northgate Agreement.

2.3.3 BUYER TO CONSTRUCT AND PARTIES TO MAINTAIN TRANSIT ISLAND UNDER GOOD NEIGHBOR POLICY.

A. Buyer agrees to design and construct a new Transit Island and bus roadway on the Real Property for benefit of Buyer and Seller, other public transportation providers approved by Buyer and Seller, and users of the public transit systems operated by

ER 408

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

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

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

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

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

2.3.4 ASSIGNMENT OF SIMON LEASE.

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

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

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

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

ER 408

C. Before and until the Commencement Date, Seller shall continue to have and to fulfill all rights, privileges, duties, obligations and liabilities as lessee under the Lease and may not terminate or amend it without Buyer's prior consent.

D. From and after the Commencement Date under this Section 2.3.4, Buyer shall have and fulfill all rights, privileges, duties, obligations, and liabilities under the Lease, and Seller shall be relieved of all rights, privileges, duties, obligations, and liabilities under the Lease. By assuming the Lease, Buyer expressly does not assume any federal or grant requirements of Seller, including but not limited to any obligation to continue the Lease in effect for transit parking purposes.

E. If, prior to the Commencement Date, Buyer wishes to implement a comprehensive parking management program or system for transit-related parking in the Northgate area, then Buyer shall so notify Seller and, to the extent that such program or system can be implemented, operated, and maintained at no cost to Seller, and provided further that Seller shall have no duty to install, maintain or operate such program or system, then Seller shall use reasonable efforts to implement such program or system in the facilities covered by the Lease prior to the Commencement Date.

F. Seller intends to continue for the length of its initial term the existing parking garage lease known as the "Lorig Lease," dated February 12, 2007, but Seller retains the right to terminate it under the terms of the lease. Seller agrees to use reasonable efforts to implement parking management strategies consistent with any such strategies Buyer may implement within the Simon parking garage or elsewhere at its transit facility. Seller may use 38 stalls within the Lorig garage as replacement for parking stalls it displaces elsewhere, and Buyer shall not object. Seller will use the remainder of the leased Lorig garage parking stalls for transit parking purposes as provided under the Lorig Lease.

2.3.5 RIGHT OF WAY DEDICATIONS TO CITY OF SEATTLE.

A. Buyer will construct upon Seller's property certain street, sidewalk, or right of way improvements (the "Right of Way Improvements") as may be required by the City of Seattle as a condition of certain permits issued by the City to Buyer for Buyer's light-rail project. The anticipated location of the Right of Way Improvements within the TCE Area (as defined in Section 1.1.5 above) is illustrated in **Exhibit O-2**. Details of the planned Right of Way Improvements appear in that certain plan set for the Northgate Link Extension, Northgate Station, Elevated Guideway and Parking Garage, IFB No. RTA/CN 0028-16 (April 2016) (the "N-160" contract), copies of which are on file with the Parties.

B. Buyer shall design, permit, and construct the Right of Way Improvements within the TCE Area at its sole cost and expense. Upon completion of the Right of Way Improvements wholly contained within the areas illustrated in the N-160 contract, Buyer shall cause a licensed surveyor to survey the completed Right of Way Improvements and to produce a written legal description of and a survey illustration for the precise physical area actually occupied by the completed Right of Way Improvements that are to be dedicated to the City of Seattle. Buyer shall deliver a copy of the completed legal description and survey to Seller for review and approval, such approval not to be unreasonably withheld.

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

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

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

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

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

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

3.1.4. **FOREIGN PERSON.** Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) (30) of the Internal Revenue Code of 1986

("Code"), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in EXHIBIT N, evidencing such fact, and such other documents as may be required under the Code.

3.1.5 **ENVIRONMENTAL CONDITIONS.** Except as disclosed by Seller to Buyer in the Northgate Transit Center Relo Soils Report and Northgate TOD Soil Boring Logs – 3rd Avenue Draft both by King County Roads dated March 21, 2006, Northgate Transit Center Park n Ride 1986-1989 Geotechnical Reports and Northgate TOD Foundation Forecast and Northgate Transit Center Relo Soils Report both by Terracon dated December 10, 2012, to Seller's knowledge as defined in Section 11.16, there are no cisterns, wells, subterranean storage or underground storage tanks on the Property and underground storage tanks have not been removed from the Property.

3.2. REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents and warrants as follows:

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

3.2.2. **EXECUTION, DELIVERY AND PERFORMANCE OF AGREEMENT, AUTHORITY.** The execution, delivery and performance of this Agreement by Buyer (i) is within the powers of Buyer as a regional transit authority, and (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of the Buyer's governing authority. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

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

3.3. CONDITION OF PROPERTY/SURVIVAL AFTER CLOSING.

3.3.1. **SELLER DISCLOSURE STATEMENT.** To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives its right to receive from Seller a seller disclosure statement ("Seller Disclosure Statement") and to rescind this Agreement, both as provided for in RCW ch. 64.06. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled "Environmental" if the answer to any of the questions in that section would be "yes." Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in RCW ch. 64.06. Buyer acknowledges having exercised its due diligence to inspect the Property as described in Section 3.3.3 of this Agreement, and that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure

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

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

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

- (h) Any other matter with respect to the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller's disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement and that each provision of this Section 3.3 shall survive the Closing and shall NOT merge into the Deed or the grant of easement contemplated in Section 2.3.5 and Exhibit O-1.

(b) Buyer acknowledges and agrees that Buyer has conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Subject to the contingencies set forth in Section 5 of this Agreement, Buyer acknowledges and agrees that it approves and accepts the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property "AS IS, WHERE IS" with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller's representations and warranties in Section 3.1 of this Agreement, Buyer shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action

ER 408

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

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

3.4. RISK OF LOSS. Except as otherwise stated in the Temporary Construction Easement dated June 5, 2014 and its first and second amendments, and the Special Use Permit dated October 6, 2016, until the Closing Date the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring as a result of an "Act of God," including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

ARTICLE 4. TITLE MATTERS

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

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

4.3. REVIEW OF TITLE COMMITMENT. Buyer has reviewed any matters shown or referred to in the Title Commitments. Buyer hereby notifies Seller that Items 1, 2, 3, and 4 on Commitment 0083283-06 as supplemented, together with any exceptions or other items (including, without limitation, the general exceptions and any pre-printed conditions) that are set forth in the Title Commitment are hereby deemed to be permitted exceptions (“Permitted Exceptions”). Seller acknowledges that Buyer may elect to update the Title Commitments at Buyer’s discretion, and Seller agrees that any new or different exceptions or other items that are set forth in any updated Title Commitments shall not be deemed Permitted Exceptions except and unless Buyer notifies Seller in writing that they are Permitted Exceptions.

4.4. OWNER’S TITLE INSURANCE POLICY. At the Closing, Buyer shall cause a single owner’s policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title or easement title to the Real Property as appropriate is vested in Buyer, subject to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section 4.4. Buyer shall provide a copy of such binding commitment to Seller at Closing. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

ARTICLE 5. CONTINGENCIES

5.1. METROPOLITAN KING COUNTY COUNCIL APPROVAL. Seller’s execution of and performance under this Agreement is subject to authorization by ordinance of the Metropolitan King County Council (“Council”). The Council provided such approval through passage of Ordinance No. _____, dated _____.

5.2. SOUND TRANSIT BOARD APPROVAL. Buyer’s execution of and performance under this Agreement is subject to approval by the Board of Directors of Sound Transit. The Sound Transit Board provided such approval by its Motion M2016-129, dated December 15, 2016.

ARTICLE 6. DISPUTE RESOLUTION

6.1 DISPUTE ESCALATION. Buyer and Seller agree to use their best efforts to resolve any disputes arising under this Agreement using good-faith negotiations between Sound Transit’s Director of Facilities and Asset Control or the Deputy Project Director, Northgate Link Extension and King County’s Deputy Director of Planning and Customer Services. Buyer and Seller further agree to communicate regularly to discuss matters arising under this Agreement

ER 408

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

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

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

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

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

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

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

ARTICLE 7. RELEASE OF CLAIMS; LIMITS OF RELEASE

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

ER 408

7.2 Buyer understands, acknowledges, and agrees that Seller's release, waiver, and discharge of claims in Section 7.1 applies only to the Lawsuit and does not extend to any claim, whether founded in tort, contract, common law, statute, equity, or otherwise, regarding Buyer's obligations under Article 2 or any other provision of this Agreement or under such covenants or undertakings as may be incorporated in the Deed, and Seller specifically reserves all of Seller's rights as to those claims, obligations, covenants, and undertakings.

7.3 Nothing in this Agreement or in this Article 7 shall limit, alter, or otherwise affect the governmental or police powers of King County or the Central Puget Sound Regional Transit Authority.

ARTICLE 8. DESIGN AND CONSTRUCTION OF CONTEMPLATED IMPROVEMENTS

8.1 The Parties acknowledge that this Agreement requires Buyer to design and construct the following capital facilities on behalf of Seller in connection with the planned Northgate light rail station and reconfiguration of the existing bus transit improvements:

8.1.1 Transit Center Improvements (new Transit Island and bus roadway) (See **Exhibit K**)

8.1.2 Parking Garage Entrance Improvements (See **Exhibit H**)

8.1.3 WSDOT South Lot Bus Layover (See **Exhibits R-1 and R-2 to the Development Agreement**)

The costs of each of the above capital projects have been estimated and this Agreement allocates those costs between the Parties as part of the Purchase Price in Section 2.2 and in Section 2.3.2 for the contingent bus layover project described in 8.1.3 above. The Parties have previously agreed upon the scopes of work and plan sets for the Transit Center Improvements listed in Section 8.1.1 and the Parking Garage Entrance Improvements listed in Section 8.1.2 and illustrated in **Exhibits K and H** to this Agreement. A scope of work has been developed for the WSDOT South Lot Bus Layover listed in Section 8.1.3 and the Parties shall cooperate to develop plan sets and related documents. The Development Agreement for Design and Construction attached as **Exhibit I** shall govern the Transit Center Improvements and the WSDOT South Lot Bus Layover and sets forth the timing and method for any installment payments and shall be consistent with the allocation of costs, rights and duties set forth in this Agreement as to each of the above projects.

ARTICLE 9. RESERVED

ARTICLE 10. CLOSING

10.1. **CLOSING/CLOSING DATE.** The Closing shall take place within thirty (30) days following the approval of this transaction by the Metropolitan King County Council or such

ER 408

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

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

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

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

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

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

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

10.3.5 A completed Real Estate Excise Tax Affidavit.

10.3.6 (RESERVED for other documents if needed).

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

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

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

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

10.4.4 (RESERVED for other documents if needed)

**ARTICLE 11.
MISCELLANEOUS PROVISIONS**

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement and provision in this Agreement shall not merge in, but shall survive the Closing of the transaction contemplated by this Agreement and shall also survive the Court's entry of the stipulated judgment and decree of appropriation contemplated in Section 1.2 unless a different time period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1 DEFAULT ON CONVEYANCE OF REAL PROPERTY BY BUYER. In the event Closing does not occur due to default by Buyer, then subject to the dispute resolution process in Article 6 Seller may seek specific performance of this Agreement (provided that Seller is entitled to this remedy only if Seller files suit within one hundred twenty (120) days of Buyer's default, and further provided that Seller shall have no right to bring suit for specific performance unless Seller (a) was not in default under this Agreement, and (b) tendered performance on its part) or may seek dismissal of the Lawsuit.

11.2.2 DEFAULT ON CONVEYANCE OF REAL PROPERTY BY SELLER. In the event Closing does not occur due to default of Seller, then subject to the dispute resolution process in Article 6 Buyer may seek specific performance of this Agreement (provided that Buyer is entitled to this remedy only if Buyer files suit within one hundred twenty (120) days of Seller's default, and further provided that Buyer shall have no right to bring suit for specific performance unless Buyer (a) was not in default under this Agreement, and (b) tendered performance on its part) or in the alternative may pursue the Lawsuit.

11.2.3 ATTORNEY'S FEES RELATING TO DEFAULT ON CONVEYANCE OF REAL PROPERTY. If, after dispute resolution under Article 6, either Party initiates any legal action to enforce the conveyance of the Real Property consistent with this Agreement, or to pursue or dismiss the Lawsuit, then each Party shall bear its own attorney's fees and costs in connection with such action.

11.2.4 JURY TRIAL WAIVER. The Parties knowingly, voluntarily, and intentionally waive their right to a jury trial in connection with this Agreement, the transactions contemplated under this Agreement or any course of dealings or actions by the Parties relating to this Agreement. This waiver is a material inducement for the Parties to execute this Agreement and survives closing under or termination of this Agreement.

11.2.5 POST-CLOSING DEFAULT BY EITHER PARTY REGARDING MATTERS OTHER THAN CONVEYANCE OF REAL PROPERTY. After Closing, and subject to the dispute resolution process in Article 6, the jury waiver in Section 11.2.4, and the venue and jurisdiction limits in Section 11.12, the Parties retain all rights at law and equity to enforce any matters addressed in this Agreement other than the conveyance of the Real Property. The Parties' retained remedies include but are not limited to the right to bring an action for a writ of

ER 408

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

11.3. TIME.

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

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

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

If to Buyer:

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

If to Seller:

King County

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

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

ER 408

516 3rd Avenue, Suite W400
Seattle, WA 98104
Attention: Chief Civil Deputy

And to: King County Real Estate Services Section
500 Fourth Avenue, Suite 830
Mailstop ADM-ES-0830
Seattle, WA 98104

11.5. ENTIRE AGREEMENT; AMENDMENT; ORIGINAL COUNTERPARTS. The recitals are a material part of this Agreement and are incorporated into it by this reference. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties. This Agreement supersedes and replaces all prior negotiations, agreements or representations regarding the subject matter hereof, whether oral or written. This Agreement may be executed in one or more counterparts, and by facsimile or other electronic signature meeting the requirements of Chapter 19.34 RCW. All executed counterparts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

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

11.7 WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8 BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

11.9 LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture or joint undertaking shall be construed from this Agreement. No elected or appointed official, officer, agent, advisor, attorney, consultant, or employee of either Party has any personal liability, directly or indirectly, under this Agreement.

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

11.11. COOPERATION. Prior to and after Closing, the Parties shall cooperate, shall take such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

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

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

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

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

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

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

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

ER 408

Exhibit J-2	Depiction of KC License Area
Exhibit K	Transit Island & Bus Roadway Plan
Exhibit L	Good Neighbor Policy
Exhibit L-1	County Contribution to Transit Island Maintenance Costs
Exhibit M-1	Estoppel Certificate
Exhibit M-2	Northgate Mall Garage – Simon Lease
Exhibit M-3	Lease Assignment and Assumption
Exhibit N	Seller’s Certificate of Non-Foreign Status
Exhibit O-1	Deed for Street and Sidewalk Purposes
Exhibit O-2	Depiction of SDOT Dedications
Exhibit P-1	Bargain and Sale Deed
Exhibit P-2	Bill of Sale

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

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

By: _____

By: _____

Name: Anthony O. Wright

Name: _____

Title: Director, Facilities Management Division

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

By: _____
Senior Legal Counsel

**Exhibit A to the Settlement Agreement -
Legal Description**

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

Grantor's Entire Parcel:

NG-781:

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

NG-783:

PARCEL "A":

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

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

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

PARCEL "B":

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

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

Earl J. Bone 1/22/16

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

Fee Take Area Acquired by Grantee:

From NG-781:

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

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

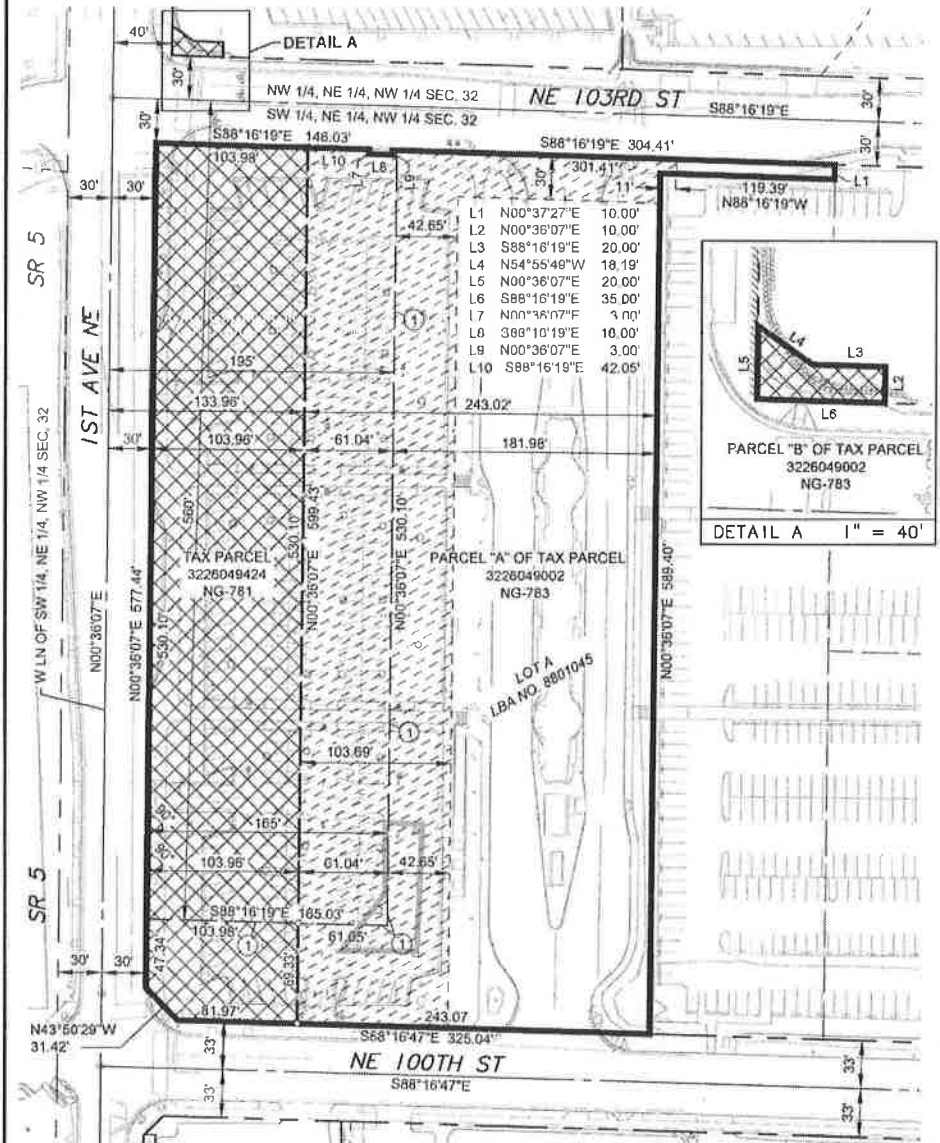
From NG-783:

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

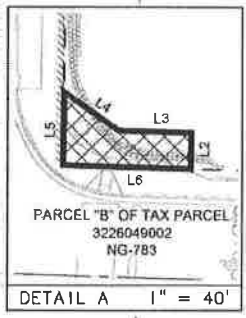
AND ALL OF GRANTOR'S PARCEL "B".

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

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



L1	N00°37'27"E	10.00'
L2	N00°36'07"E	10.00'
L3	S88°16'19"E	20.00'
L4	N54°55'48"W	18.19'
L5	N00°36'07"E	20.00'
L6	S88°16'19"E	35.00'
L7	N00°36'07"E	3.00'
L8	S88°16'19"E	10.00'
L9	N00°36'07"E	3.00'
L10	S88°16'19"E	42.05'



LEGEND

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

① TAX PARCEL BOUNDARIES



NAD 83 (91)



SCALE IN FEET



SOUNDTRANSIT

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 209,317 SF	CONST ESMT AREA: 66,397 SF
FEE TAKE: 62,501 SF	
REMAINDER: 146,816 SF	
PARCEL MAP	
R/W NOS. NG-781 & NG-783	
ASSESSOR NO.: 3226049424 & 3226049002	DATE: 1/22/16
OWNER: KING COUNTY METRO	
BLOCK NO.: _____	LOT NO.: A
CITY OF SEATTLE	KING COUNTY, WA



EXHIBIT B to the Settlement Agreement – Temporary Construction Easement

WHEN Recorded Return to:

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

TEMPORARY CONSTRUCTION EASEMENT

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

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

Additional Legal: See Exhibits A and B

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

ROW No.(s): NG781 & NG783

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

RECITALS

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

of RCW 81.112.030. By its Resolution No. R2012-18, Grantee's Board of Directors authorized acquisition of real property interests by negotiation or by exercise of eminent domain. In exercise of that authority, Grantee filed that certain petition in eminent domain identified as King County Superior Court Cause No. 15-2-22767-0, captioned as Central Puget Sound Regional Transit Authority v. King County et. al (the "Lawsuit"), in which Grantee sought to acquire certain property and temporary construction easements in exchange for just compensation.

3. To settle their disputes, and to resolve the Lawsuit, the Parties negotiated a settlement agreement (the "Settlement Agreement") that was subsequently approved by the Metropolitan King County Council ("Council") through passage of Ordinance No. _____, dated _____ and approved by the Sound Transit Board of Directors by its Motion M2016-129, dated December 15, 2016. Executed copies of the Settlement Agreement are on file with the Parties.
4. As provided in the Settlement Agreement, and in furtherance of the transactions contemplated in that Agreement, Grantor agreed to grant to Grantee a temporary construction easement over that portion of the Property depicted in **Exhibit B**.

NOW, THEREFORE, in furtherance of and for the consideration recited in the Settlement Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

EASEMENT TERMS AND CONDITIONS

1. **Grant of Easement; Grantee Accepts Condition of Property and Easement Area "As Is" with No Warranties or Representations.**
 - A. Grantor hereby grants Grantee, a temporary construction easement over, across, through, and upon that portion of the Property depicted in **Exhibit B** attached hereto (the "Easement Area") by this reference incorporated herein, for the purposes described in Section 2 below. The easement rights granted herein are solely for the benefit of Grantee, and are personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such persons abide by the terms of this Easement.
 - B. The following provisions of the Settlement Agreement are incorporated into this Easement by this reference as if fully set forth herein, and all references in those provisions to the Condition of the Property shall be understood to refer to the Property legally described in **Exhibit A** to this Easement and the Easement Area defined in **Exhibit B** to this Easement:

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

2. **Purpose of Easement; Limitations on Exercise of Easement Rights.** The Grantee, its employees, contractors, agents, permittees, and licensees shall have the right at such times as may be necessary, to enter upon the Easement Area for the purpose of construction and construction staging, provided that all such persons abide by the terms of this Easement.

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

avoid or minimize disruption to transit operations at or public use of the Property. If Grantee disagrees with any of the additional terms and conditions imposed by Grantor then the Parties shall engage in dispute resolution under Section 15.

D. The Parties acknowledge that in consideration of the Parties' continued good-faith efforts to finalize the Settlement Agreement, and to enable Grantee to timely obtain building permits and property access, in October 2016 Grantor granted Grantee a temporary Special Use Permit that covers a portion of the Property. Consistent with its terms that temporary Special Use Permit shall terminate and be superseded upon grant of this Easement.

- 3. Additional Conditions.** The Grantor hereby requires Grantee to perform additional conditions as specified in Addendum "A" attached hereto and made a part hereof by this reference.
- 4. Improvements.** The Parties acknowledge that the Settlement Agreement requires Grantee to construct certain Transit Center Improvements on the Property as described in Section 2.3.3 and Exhibit I (Development Agreement) of the Settlement Agreement. The Settlement Agreement and its exhibits shall govern the Parties' relationship as respects those improvements.
- 5. Restoration.** Grantee will restore the Easement Area depicted in **Exhibit B** consistent with the Settlement Agreement, Settlement Agreement Exhibit I, and the plan set for the Northgate Link Extension, Northgate Station, Elevated Guideway and Parking Garage, IFB No. RTA/CN 0028-16 (April 2016) (the "N-160" contract). That plan set contemplates, among other things, Grantee's construction of sidewalk and transit roadway improvements on the Property for future dedication to the City of Seattle and for Grantor's transit operations. All restoration work to be performed by Grantee shall be done to then-applicable legal standards, industry guidelines, and Grantor's standard engineering requirements, whichever is most restrictive.
- 6. Grantor's Reserved Right to Use Easement Area.**
 - A.** Subject to Grantee's right to use the Easement Area for the purposes described under Section 2, Grantor shall retain the right to use and enjoy the Easement Area, including the right to use existing improvements located in the Easement Area so long as such use does not interfere with Grantee's rights under this Easement.
 - B.** Without limiting the generality of Section 6.A, in exercising its rights under this Easement Grantee shall, to the maximum extent practicable, avoid interfering with transit coach ingress and egress from the transit roadway at the existing Northgate Transit Center and shall also avoid interfering with ongoing transit operations at, and public use of, the existing Northgate Transit Center (bus island and transit roadway).

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

requirements imposed by the permitting jurisdictions or other governmental authorities or Environmental Laws as defined in Paragraph B of this Section 12 and all requirements of law that may be applicable to Grantee's use of the Easement Area.

B. Environmental Requirements.

- i. Grantee represents, warrants and agrees that it shall conduct its activities related to the Easement Area in compliance with all applicable environmental laws. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq., the Model Toxics Control Act, RCW chapter 70.105D, and Washington or any other comparable local, state, or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.
- ii. Grantee shall not bring toxic or hazardous substances upon the Easement Area other than those routinely used in heavy civil construction without Grantor's express written permission and under such terms and conditions as may be specified by Grantor. For the purposes of this Easement, "Hazardous Substances," shall include all those substances identified as hazardous or toxic under the Environmental Laws, and shall include any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, and which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended, including but not limited to gasoline and other petroleum products. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.
- iii. Grantee agrees to cooperate in any environmental investigations conducted by or at the direction of Grantor or any state, federal, or local agency with jurisdiction where there is evidence of contamination on the Property, or where Grantor is directed to conduct such audit by an agency or agencies having jurisdiction. Grantee shall reimburse Grantor for the cost of such investigations, where the need for said investigation is reasonably and finally determined to be caused by Grantee's acts or omissions. Grantee shall provide Grantor with notice of any inspections of the Easement Area, notices of violations, and orders to clean up contamination. Grantee shall permit Grantor to participate in all settlement or

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

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

13. Indemnity.

A. Grantee Indemnity.

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

or destruction of property suffered by Grantor arising out of Grantee's exercise of its rights under this Easement. The foregoing indemnification is specifically and expressly intended to include, but is not limited to, all claims against Grantor by an employee or former employee of Grantee or its consultants, contractors and subcontractors; and Grantee expressly waives, as respects Grantor only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide Grantor with a complete indemnity for the actions of Grantee's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. Provided, that if the provisions of RCW 4.24.115 apply to a claim arising out of or relating to the work being performed by Grantee or its officers, employees, agents, or contractors on the Property, then as to such claim Grantee's indemnity under this Section 13.A shall apply only to the extent of negligence of Grantee or its officers, employees, agents, and contractors, or any of them. This indemnification has been the subject of specific negotiation between the Parties and this indemnification shall survive the expiration or termination of this Agreement.

B. Grantor Indemnity.

Grantor shall protect, defend, indemnify and hold Grantee and its officials, officers and employees harmless (except to the extent caused by the gross negligence of Grantee or any such official, officer or employee acting within the scope of such person's employment or office) from and against any and all claims, demands, losses, liabilities, damages, expenses and costs (including reasonable attorney's fees and costs) of every kind and description (collectively, "claims") and for any injury to persons or loss to or damage or destruction of property suffered by Grantee arising out of Grantor's use of the Property during a period of its exclusive possession or its exercise of other rights under this Agreement by Grantor or Grantor's officers, employees, agents, consultants, contractors or subcontractors of all tiers or any of their respective officers, employees or agents. The foregoing indemnification is specifically and expressly intended to include, but is not limited to, all claims against Grantee by an employee or former employee of Grantor or its consultants, contractors and subcontractors; and Grantor expressly waives, as respects Grantee only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide Grantee with a complete indemnity for the actions of Grantor's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. Provided, that if the provisions of RCW 4.24.115 apply to a claim arising out of or relating to the work being performed by Grantor or its officers, employees, agents, or contractors on the Property, then as to such claim Grantor's indemnity under this Section 13.B shall apply only to the extent of negligence of Grantor or its officers, employees, agents, and contractors, or any of them. This indemnification has been the subject of specific

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

14. Insurance.

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

15. Dispute Resolution. The Parties agree that disputes arising between them under this Easement shall be addressed using the dispute resolution procedures set forth in Article 6 of the Settlement Agreement, which Article is incorporated by this reference as if fully set forth herein.

16. Miscellaneous.

- A. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Easement nor the intent of any provision hereof.
- B. Grantee may not assign this Easement without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion.
- C. This Easement and its exhibits, together with the Settlement Agreement and its attachments and exhibits constitute the entire agreement of the Parties with respect to the subject matter hereto. There are no other verbal or written agreements between the Parties regarding the subject matter herein. This Easement cannot be amended except by an instrument in writing signed by the Parties hereto. The rights, duties and obligations of the Parties under this Easement shall survive the expiration or other termination of this Easement.
- D. If any portion of this Easement shall be deemed void, illegal or unenforceable, the remainder of this Easement shall not be affected thereby. The terms and conditions of this Easement shall be construed as a whole in accordance with the intentions of the Parties as expressed herein and without regard to any canons requiring construction against the party responsible for drafting this Easement.
- E. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington without regard to its choice of law rules or conflicts of law provisions, and venue shall lie exclusively in King County Superior Court in Seattle, Washington. The Parties each waive their respective right to file suit elsewhere or in any other court.
- F. In the event either Party employs an attorney to enforce any of the provisions of this Agreement via litigation, mediation, or arbitration, then the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees in connection with such action.
- G. Time is of the essence in the performance of this Agreement.
- H. This Easement may be executed in counterparts each of which is an original and all of which shall constitute but one original.

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

17. Notice.

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

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

And to:

King County Real Estate Services Section
500 Fourth Avenue, Suite 830
Mailstop ADM-ES-0830
Seattle, WA 98104

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

or to such other address or to such other person's attention of which notice was given in accordance with this section. Notice shall be deemed effective three (3) days after mailing or upon delivery, as described above.

18. Breach; Remedies for Default.

- A. Default by Grantee. A material default under this Easement by Grantee shall include, without limitation, the occurrence of any one or more of the following events:
- i. Grantee shall have failed to perform any other obligation required hereunder where such failure shall continue for a period of thirty (30) days after written notice from Grantor, provided such 30-day period shall be extended to the extent reasonably necessary to complete such cure so long as Grantee diligently and continuously attempts to do so;
 - ii. Any of the following occur:
 - a. Grantee makes a general assignment or general arrangement for the benefit of creditors;
 - b. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Grantee (unless within sixty (60) days following the date that a proceeding is filed under the bankruptcy code the bankruptcy trustee or the Grantee as debtor in possession has (i) elected to assume this Easement; (ii) has cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) has provided Grantor with adequate assurance that the bankruptcy trustee and/or the Grantee has and will continue to have sufficient unencumbered assets after payment of all secured obligations and administrative expenses to assure Grantor that the bankruptcy trustee

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

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

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

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

- d. A trustee or receiver is appointed to take possession of all or substantially all of Grantor's assets; or
 - e. Substantially all of Grantor's assets or Grantor's interest under this Easement is subjected to attachment, execution or other judicial seizure which is not discharged within sixty (60) days.
- C. Remedies. All remedies under this Easement are cumulative and shall be deemed additional to any and all other remedies to which either Party may be entitled in law or in equity. In the event of any violation or breach or threatened violation or breach of any provision of this Easement, the non-breaching or non-defaulting Party shall, in addition to all other remedies under this Easement or at law or at equity, shall have the right to specifically enforce the terms of this Easement. Notwithstanding anything in this Easement to the contrary except for Section 12.B.iii, any Party seeking damages for a breach of this Easement shall have the right to recover only actual damages which arise from or are incurred by reason of such default or negligent acts or omissions of the other Party, and each Party hereto waives, to the maximum extent permitted by law, any right it may have to claim or recover any special, indirect, incidental, consequential or punitive damages of any kind or nature, even if it has been advised of the possibility of such damages. In the event of a default by Grantee under this Easement that has not been cured by Grantee within the applicable cure period provided above, Grantor may terminate this Easement if such default remains uncured for thirty (30) days after a notice of such termination has been delivered by Grantor to Grantee.

19. Exhibits/Addendum.

The following Exhibits and Addendum are attached to this easement and incorporated by this reference as if fully set forth herein.

- A Legal Description of Grantor's Property
- B Illustration of Easement Area

20. Authority to Execute.

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

SOUND TRANSIT SIGNATURE AND ACKNOWLEDGEMENT

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

DATE: _____

Approved as to Form
Legal Counsel for Sound Transit

STATE OF WASHINGTON}
} SS.
COUNTY OF KING }

I certify that I know or have satisfactory evidence that _____ and _____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____
Signature: _____
Notary Public in and for the State of Washington
Notary (print name): _____
Residing at: _____
My appointment expires: _____

Addendum A

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

Grantee shall:

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

A Legal Description of Grantor's Property

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

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

Grantor's Entire Parcel:

NG-781:

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

NG-783:

PARCEL "A":

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

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

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

PARCEL "B":

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

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

Earl J. Bone 1/22/16

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

Fee Take Area Acquired by Grantee:

From NG-781:

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

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

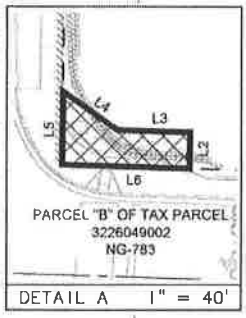
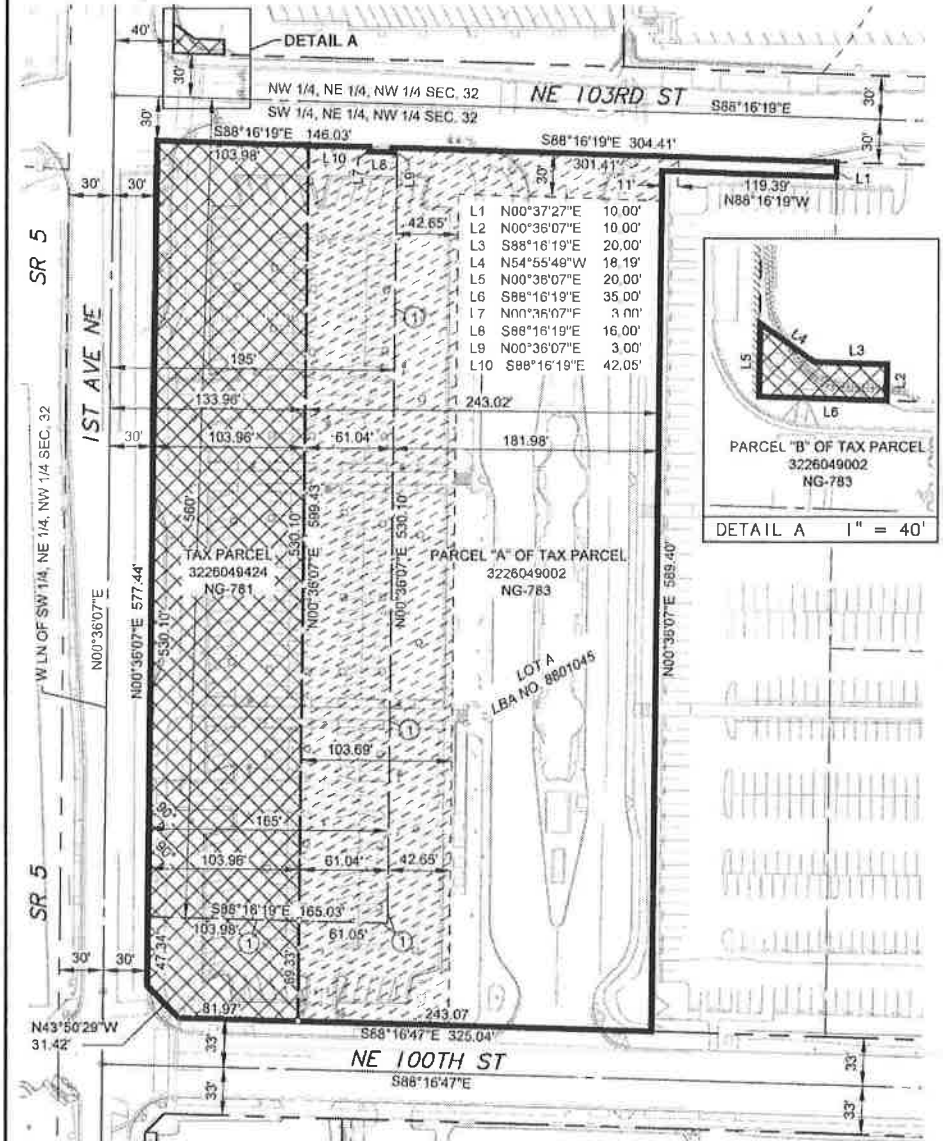
From NG-783:

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

AND ALL OF GRANTOR'S PARCEL "B".

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

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



LEGEND

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

① TAX PARCEL BOUNDARIES

50 25 0 50 100

SCALE IN FEET

NAD 83 (91)



SOUNDTRANSIT

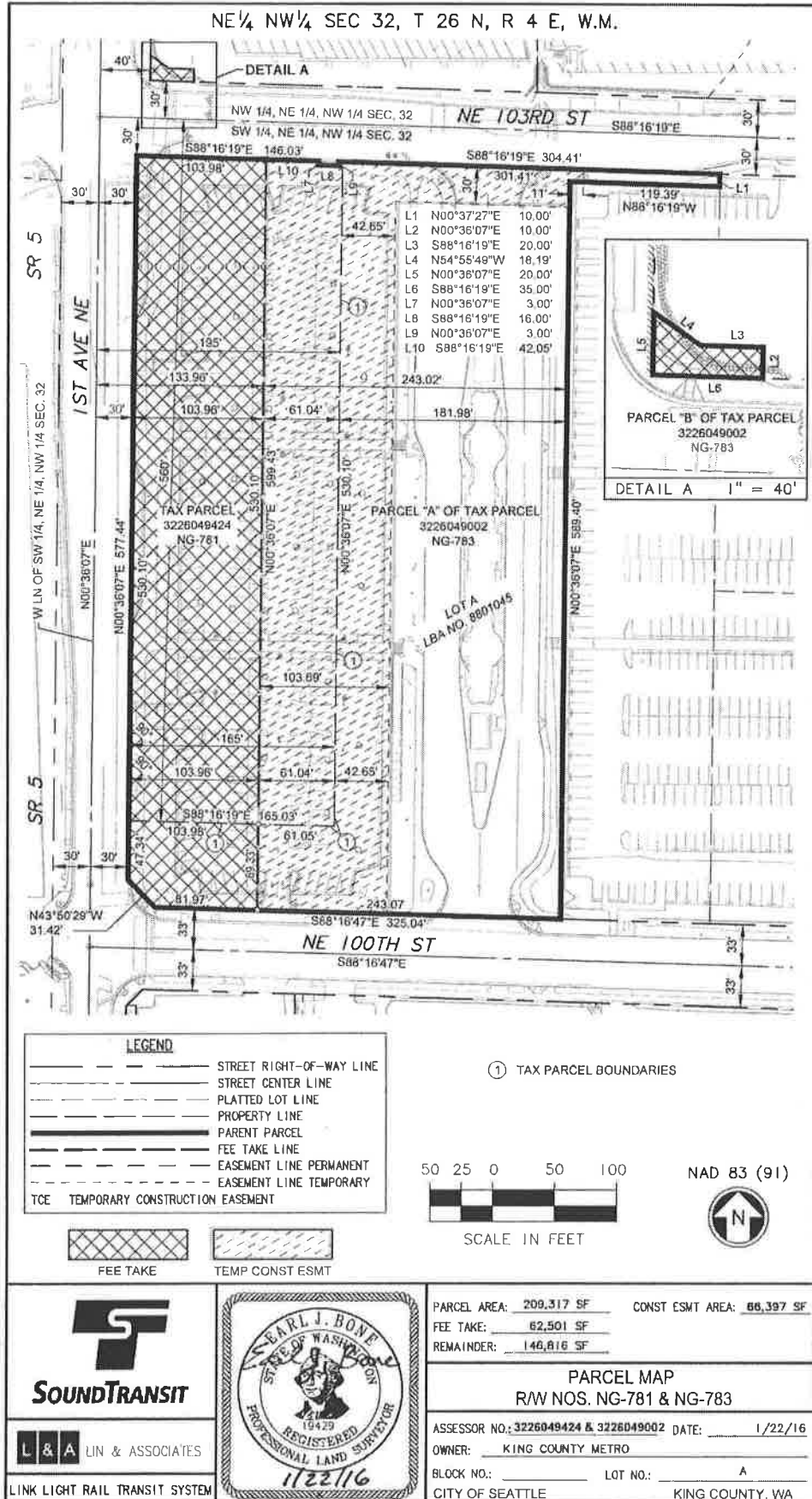
L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 209,317 SF	CONST ESMT AREA: 66,397 SF
FEE TAKE: 62,501 SF	
REMAINDER: 146,816 SF	
PARCEL MAP	
R/W NOS. NG-781 & NG-783	
ASSESSOR NO.: 3226049424 & 3226049002	DATE: 1/22/16
OWNER: KING COUNTY METRO	
BLOCK NO.: _____	LOT NO.: A
CITY OF SEATTLE	KING COUNTY, WA

B. TCE Depiction

Exhibit B to the TCE - TCE Depiction



**EXHIBIT D to the Settlement Agreement -
Property Access Schedule**

Timeline	Event
Oct. 16, 2016	<ul style="list-style-type: none"> • Phase 1 start, Special Use Permit in effect
Dec. 9, 2016	<ul style="list-style-type: none"> • Phase 2 start, Special Use Permit in effect
TBD	<ul style="list-style-type: none"> • Fee take, NG-781 and NG-783 • Activate Phase 2 of TCEs on NG-781 and NG-783 • Special Use Permit no longer in effect
Phase 3 start <i>Expected November 2018</i>	<ul style="list-style-type: none"> • Activate Phase 3 of TCEs on NG-781 and NG-783
Expected January 2020	<ul style="list-style-type: none"> • End TCEs on NG-781 and NG-783

**EXHIBIT E to the Settlement Agreement -
PROPOSED STIPULATED JUDGMENT AND DECREE OF APPROPRIATION**

Honorable Laura Inveen

SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority, dba SOUND TRANSIT,)	No. 15-2-22767-0 SEA
)	
Petitioner,)	PROPOSED STIPULATED JUDGMENT AND DECREE OF APPROPRIATION
)	
vs.)	Tax Parcel Nos. 322604-9424 and 322604- 9002
)	
KING COUNTY, a Washington municipal corporation, successor in interest to the Municipality of Metropolitan Seattle; et al.,)	
)	[CLERK'S ACTION REQUIRED]
)	
Respondents.)	

JUDGMENT SUMMARY – JUDGMENT AFFECTING TITLE

- | | |
|---|---|
| 1. Abbrev. Legal
Description of
Property | POR OF THE NW 1/4 S-T-R 32-26-04E, W.M.; POR OF NW ¼
OF S-T-R 32-26N-4E, W.M. |
| 2. Petitioner | Central Puget Sound Regional Transit Authority, a regional transit
authority |
| 3. Vested Fee Owner | King County, a Washington municipal corporation, successor in
interest to the Municipality of Metropolitan Seattle |
| 4. Just Compensation/
Principal Judgment
Amount | Ten Million One Hundred Twenty Thousand and No/100 Dollars
(\$10,120,000.00) |

5. Costs and Fees Each party to bear its own costs and expert and attorney fees.
6. Prejudgment Interest Interest, if any, is included in the Principal Judgment Amount.

STIPULATION

THIS MATTER having come before the Court upon the Petition of the Central Puget Sound Regional Transit Authority (“Petitioner”), seeking:

- 1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
- 2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
- 3) A decree of appropriation appropriating certain property rights, title and interests to the subject property in Petitioner.

Petitioner and Respondent King County, by and through their undersigned attorneys of record, hereby stipulate to the following Facts and consent to entry of the following Judgment and Decree of Appropriation.

FACTS

1. Respondent King County is the vested fee owner of the real property identified as King County Tax Parcel Nos. 322604-9424 (“Parcel A) and 322604-9002 (“Parcel B”) (collectively herein, the “Parcels”). With this condemnation, Petitioner seeks to condemn the Parcels in order to permanently locate, construct, operate and maintain the Northgate Link Extension and its related facilities (the “Project”), in King County, Washington, as contemplated in Petitioner’s Resolution No. R2012-18 (the “Resolution”).

2. More specifically, with this condemnation Petitioner seeks to appropriate a permanent taking of a portion of the Parcels, as legally described and depicted in, and in the form of **Exhibit 1** hereto (the “Parcel A Fee Take Property” and the “Parcel B Fee Take

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

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

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

Stipulated and Agreed to this ____ day of _____, 2017, by:

MILLER NASH GRAHAM & DUNN LLP

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

Stipulated and Agreed to this ____ day of _____, 2017 by:

DANIEL T. SATTERBERG
King County Prosecuting Attorney

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

JUDGMENT AND DECREE OF APPROPRIATION

NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. That the sum of **Ten Million One Hundred Twenty Thousand and No/100 Dollars (\$10,120,000.00)** represents the total just compensation to be paid by Petitioner for the taking of the Condemned Property, as legally described and depicted in, and in the form of, Exhibits 1 and 2 hereto. This amount includes all compensation owed by Petitioner based on the appropriation of the Condemned Property, including any claims for prejudgment interest, damages to the remainder, cost-to-cure, and of attorney and expert fees and costs.

2. In order to satisfy the monetary requirements of this Stipulated Judgment and Decree of Appropriation and the Settlement Agreement attached hereto as **Exhibit 3**, Petitioner shall pay to Petitioner at Closing as defined in the Settlement Agreement the sum of **Six Million Three Hundred Eighty Thousand and No/100 Dollars (\$6,380,000.00)**.

3. That at Closing, Respondent King County shall convey and grant to Petitioner fee title and temporary construction easement rights to the Condemned Property by easement and deed substantially in the form of **Exhibits B and P-1** attached to the Settlement Agreement attached hereto as **Exhibit 3**.

4. That no sums shall be disbursed to the King County Treasurer for real property taxes owing, if any, on the Condemned Property appropriated by Petitioner, Respondent King County, as the vested owner, having previously elected, pursuant to RCW 84.60.070, to have any

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

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

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

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

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

JUDGE LAURA INVEEN

Presented by:

MILLER NASH GRAHAM & DUNN LLP

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

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

DANIEL T. SATTERBERG
King County Prosecuting Attorney

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



N. Seattle P&R (WSDOT-owned) (140 stalls)

Exhibit G to the Settlement Agreement - Replacement Parking



1st Ave NE

Northgate P&R West
(291 stalls)

Northgate
Transit
Center

Northgate P&R East
(458 stalls)

SPG
shared
garage
(280
stalls)

For illustration
purposes only

Prepared 1/19/2016

NE 100th St

NE 103rd St

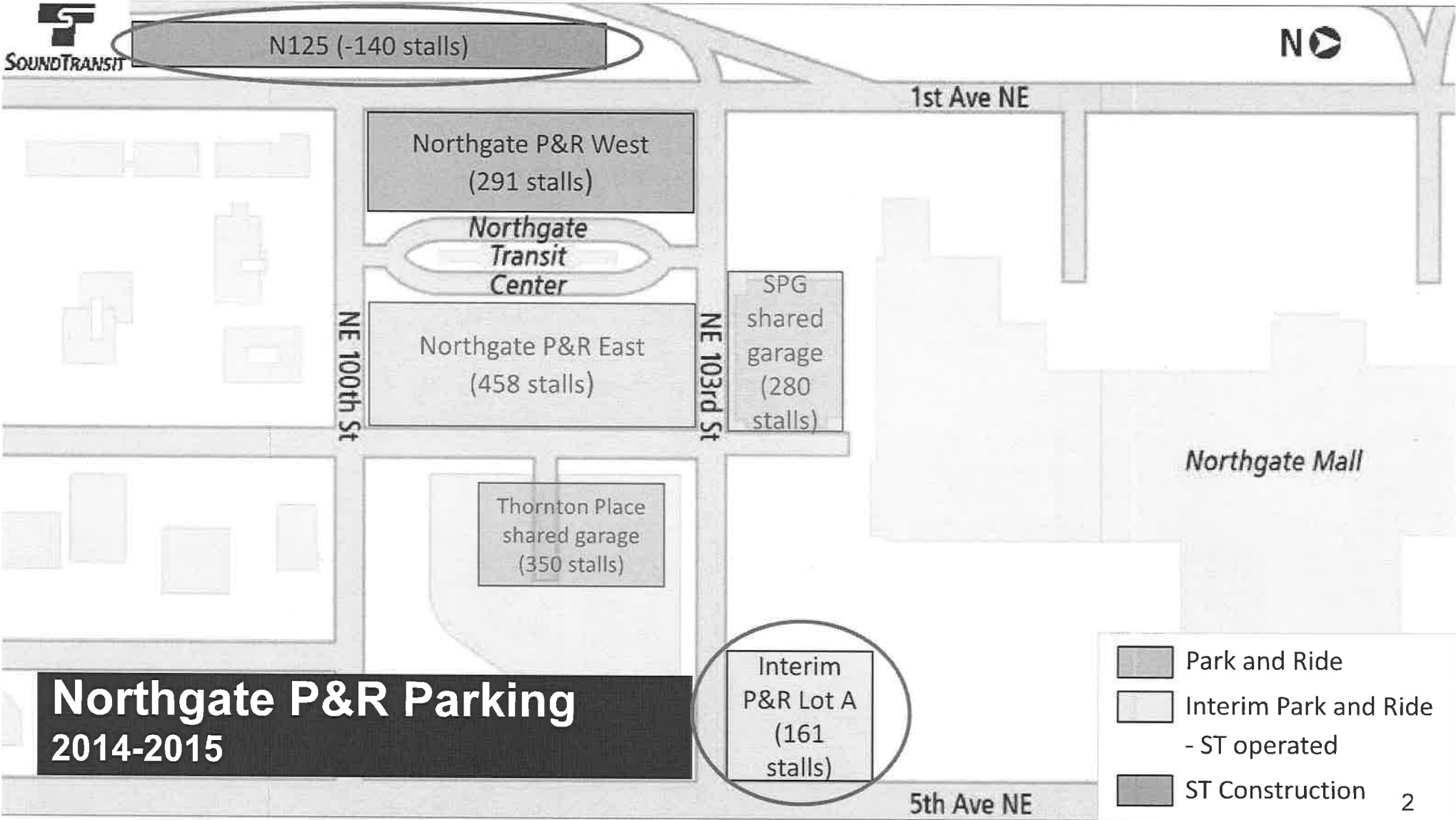
Thornton Place
shared garage
(350 stalls)

Northgate Mall




Northgate P&R Parking Pre-Construction

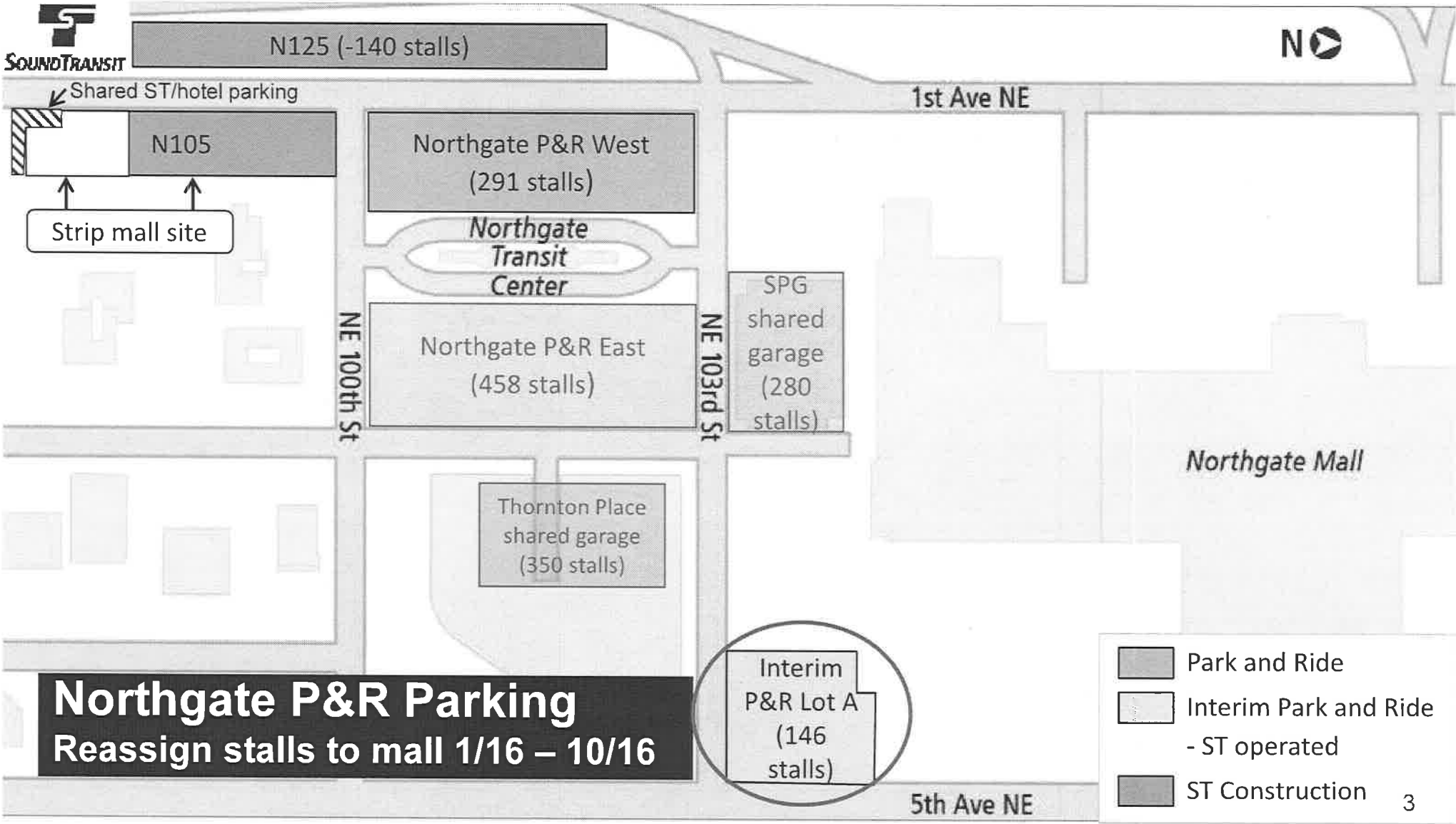
 Park and Ride

5th Ave NE






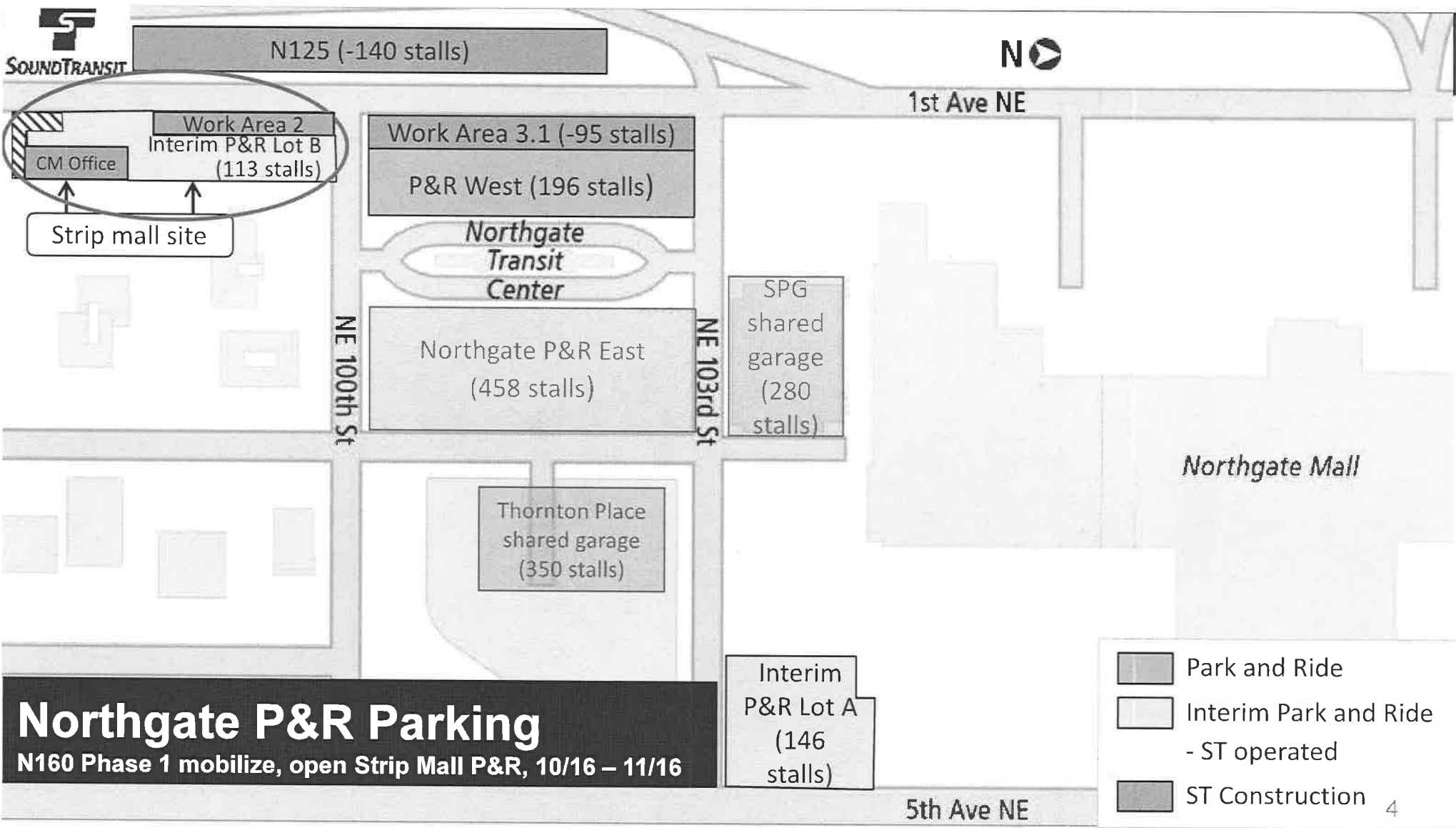
Northgate P&R Parking 2014-2015

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



Northgate P&R Parking
Reassign stalls to mall 1/16 – 10/16

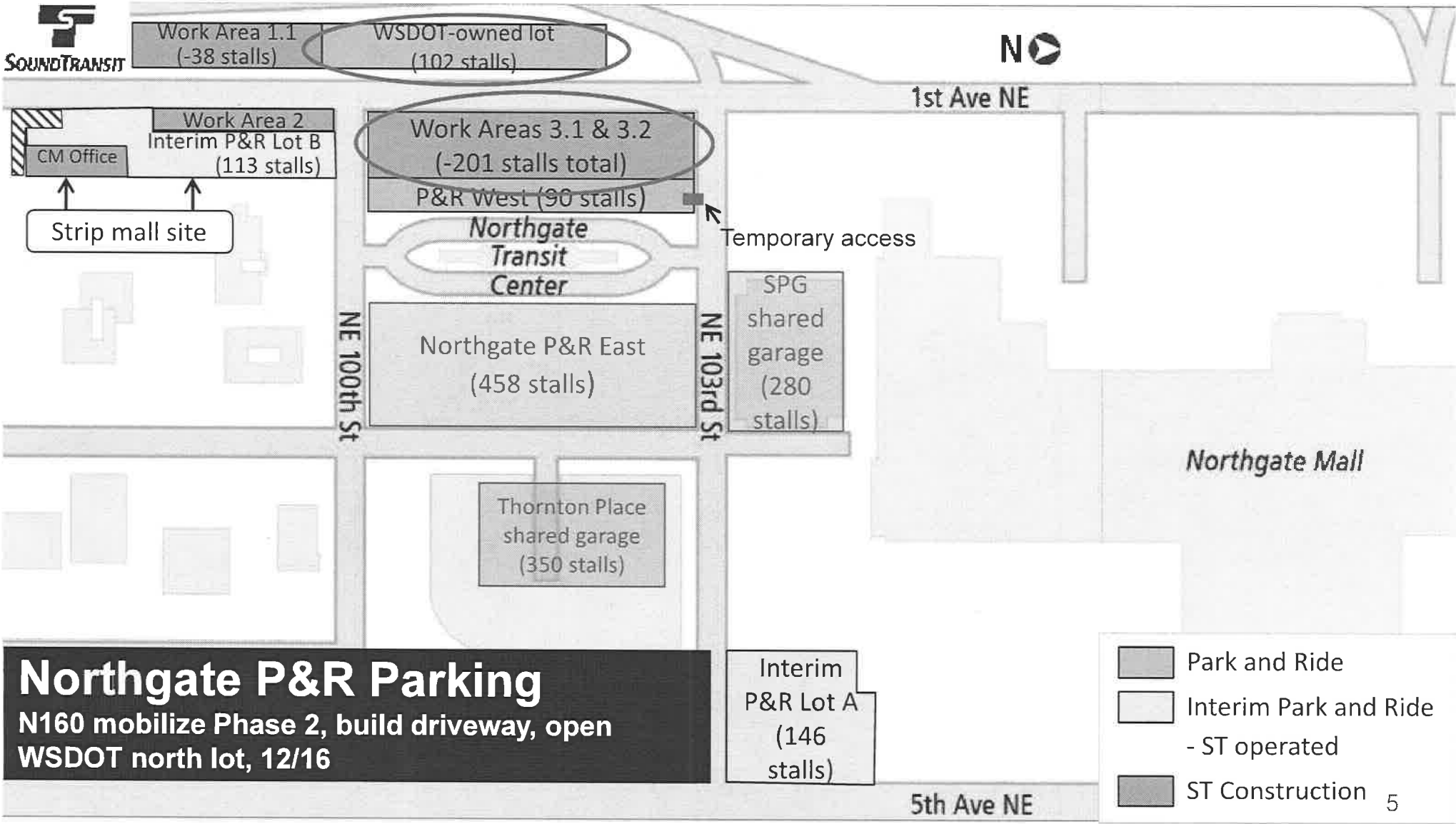
-  Park and Ride
-  Interim Park and Ride - ST operated
-  ST Construction



Northgate P&R Parking

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

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



Northgate P&R Parking
 N160 mobilize Phase 2, build driveway, open
 WSDOT north lot, 12/16

- Park and Ride
- Interim Park and Ride - ST operated
- ST Construction 5



Work Area 1.1 WSDOT-owned lot (102 stalls)

Work Area 2 Interim P&R Lot B (85 stalls)

Work Areas 3.1 & 3.2 (-201 stalls total) P&R West (90 stalls)

Northgate P&R East (458 stalls)

Thornton Place shared garage (350 stalls)

ST garage site

SPG shared garage (280 stalls)

Interim P&R Lot A (161 stalls)

1st Ave NE

5th Ave NE

NE 100th St

NE 103rd St



SPG property

SPG property

Northgate Mall

CM stalls
CM Office
Strip mall site

Northgate P&R Parking

Lease lot & strip mall shifts, 1/17 - 10/18

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



Work Area 1.1
(-38 stalls)

WSDOT-owned lot
(102 stalls)

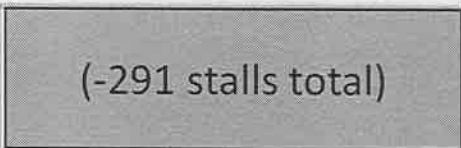
← Potential SDOT ped. bridge
construction staging*



1st Ave NE



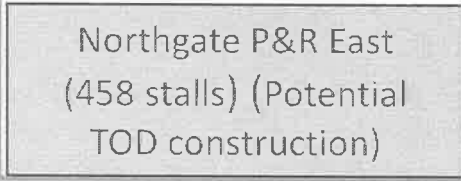
Strip mall site



(-291 stalls total)

**Northgate
Transit
Center**

NE 100th St

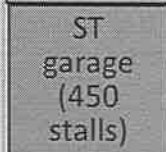


Northgate P&R East
(458 stalls) (Potential
TOD construction)

NE 103rd St



SPG property



ST
garage
(450
stalls)



SPG
shared
garage
(280
stalls)



SPG property





Thornton Place
shared garage
(350 stalls)



Northgate Mall

Northgate P&R Parking N160 Phase 3, 11/18 – 1/20

-  Park and Ride
-  ST Construction
-  New ST P&R Garage

* Dependent on funding & site access

5th Ave NE



KCM bus layover
 WSDOT-owned lot (102 stalls)

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

1st Ave NE

ST to determine future use
 ↑
 Strip mall site

Relocated bus transit "island"

ST Northgate Station

ST garage (450 stalls)

NE 100th St

KCM TOD Site

NE 103rd St

SPG shared garage (280 stalls)



Northgate Mall

Thornton Place shared garage (350 stalls)

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

Northgate P&R Parking
 Light rail operation, 2021+

5th Ave NE

EXHIBIT I to the Settlement Agreement -

DEVELOPMENT AGREEMENT

For

DESIGN AND CONSTRUCTION

Of Transit Center and Bus Layover Facilities

Between

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,

a Regional Transit Authority established under RCW Chapter 81.112,

and

KING COUNTY,

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

Transit Center and Bus Layover Facilities

at Northgate in Seattle, Washington

Exhibit List

- Exhibit A Real Property
- Exhibit B Real Property (TCE)
- Exhibit R-1 Bus Layover Schematic Concept Plan
- Exhibit R-2 Bus Layover Project Change Record

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

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

RECITALS

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

4. As provided in the Settlement Agreement, King County's share of the cost of the Transit Center Improvements has been or will be fully paid to Sound Transit in the form of offsets to or deductions from the compensation due to King County for Sound Transit's taking of the Real Property.
5. The design of the Transit Center Improvements is 100% complete and integrated into Sound Transit's existing N160 contract, copies of which are on file with the parties.
6. As the legal successor in interest to the Metropolitan Municipality of Seattle, also known as "Metro," King County is authorized to contract with other governmental entities for metropolitan transportation-related improvements under RCW 35.58.180 and -.240 and other authorities. As a regional transit authority organized under Chapter 81.112 RCW, Sound Transit is authorized to contract with other governmental entities for high-capacity transit-related improvements under 81.112.070 and -.080 and other authorities.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sound Transit and King County agree as follows:

Agreement

1. Definitions.

All capitalized terms used in this Agreement and not specially defined herein shall have the meaning given them in Sound Transit's N160 construction contract. Sound Transit and King County are sometimes referred to in this Agreement together as the "Parties" and individually as a "Party."

2. Design and Construction of Project.

This Section 2.0 is divided into three parts that address three distinct subjects:

- A. Matters specific to design and construction of the Layover Facilities;
- B. Matters specific to construction of the Transit Center Improvements; and
- C. Matters common to both Layover Facilities and Transit Center Improvements.

A. Layover Facilities Design and Construction

2.1. Layover Facilities Project Requirements. A conceptual plan for the project and schematic building plan is attached to this agreement as Exhibit R-1.

2.1.1. *Layover Facilities Project Boundary Constraints*. The Layover Facilities project site boundaries will be constrained as follows:

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

make changes to the drawings or specifications consistent with the Layover Facilities Project Requirements. King County's consent will be required for all material changes to, or that affect, the Layover Facilities Project Requirements.

- 2.3. Permit and Construction Documents; Costs. Sound Transit's designer will prepare Construction Documents as required for submittal of any permit applications that may be required for construction of the Layover Facilities Project. Sound Transit, with King County's assistance, will secure all Permits, licenses, permissions, consents, and approvals required to be obtained from governmental agencies (other than King County or WSDOT) or third parties in connection with the Layover Facilities Project, with the following exceptions: King County will be responsible for submitting service applications to Seattle Public Utilities, Seattle City Light, and King County's communications provider to connect water, power, and communication fiber to the site; King County will be responsible for submitting side sewer permit application(s) to Seattle Department of Construction and Inspections for storm and sanitary sewer service; King County will submit service applications no later than the 30% design submittal or within one week of King County's receipt of all information required to support an initial application so service providers are able to provide input on layover facilities project design. King County will pay directly any permit fees necessary for construction and any costs for required environmental mitigation through the King County in-lieu fee program. King County will make timely payment of permit fees and costs for environmental mitigation so as not to delay the project. Sound Transit will notify King County within 15 days if payment is delayed.
- 2.4. Layover Facilities Construction.
- 2.4.1. Sound Transit will, by change order, add the Layover Facilities Project to the scope of work of its N160 contractor, and construction of the Layover Facilities Project will be subject to the existing terms and conditions of the N160 contract. Alternatively, Sound Transit may separately procure a contractor to construct the Layover Facilities Project either on its own or as part of a larger contract – and if Sound Transit does so, such contract will include all material terms as the N160 contract as respects King County, and Sound Transit shall bear all costs and expenses that may arise out of or relate to Sound Transit's decision to procure a separate contractor to construct the Layover Facilities Project. Sound Transit will provide a copy of the executed change order and the N160 contract (or alternatively the separate contract) to King County for its use and reference.
- 2.4.2. Acceptance of the Layover Facilities Project is expected by Q4 2019, but will occur no later than April 30, 2021 (the Required Completion Date).
- 2.5. Responsibility for Contractor Claims for Additional Compensation. King County will be responsible for all additional design and construction costs associated with any hazardous or contaminated soils encountered during construction of the Layover Facilities. Except as expressly provided otherwise, Sound Transit will be responsible for all other additional design and construction costs related to the Layover Facilities.

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

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

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

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

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

B. Transit Center Improvements Construction

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

County reserves its right to request change orders under Section 2.8 as needed to ensure those improvements are constructed consistent with the approved plans and specifications.

C. Matters Common to Both Layover Facilities and Transit Center Improvements

2.8 Change Orders; Contract Amendments; and Fixed Price.

2.8.1. *Approval of Change Orders.* For purposes of this Section 2.8, a “Sound Transit-Initiated Change Order” shall be a change in the Construction Documents requested by Sound Transit to address value engineering opportunities or unforeseen conditions in connection with the construction of the Project. A “King County-Initiated Change Order” shall be a change in the Construction Documents requested by King County to add or delete features and facilities to the Construction Documents. A Change Order can increase or decrease the costs to construct the Project or either element of the Project.

- a. All Change Orders must be in writing. Except as provided herein, all Change Orders shall require the mutual approval of Sound Transit and King County. However, King County shall not unreasonably withhold or delay its consent to a Sound Transit-Initiated Change Order, provided that the proposed Change Order (i) is minor in nature and does not affect overall appearance, safety or mechanical systems and operations, or King County’s use or maintenance of the completed Layover Facilities, and (ii) will not result in an extension of the Required Completion Date for the Layover Facilities Project. Sound Transit and King County anticipate that there will be field orders and Change Orders that will result in changes to the scope of work for the Project or either of the Project elements. Sound Transit shall use its reasonable efforts to apprise King County of proposed changes in the work and its recommendations regarding them prior to any action being taken. Sound Transit and King County anticipate that it may not always be possible for Sound Transit to receive King County’s prior approval to these changes in a timely manner. Therefore, field orders and Change Orders may be approved by Sound Transit, without prior King County approval, but only if the changes authorized by these field orders and Change Orders do not have the effect of extending the Required Completion Date of the Layover Facilities Project or materially altering the work. As soon as practical, Sound Transit shall provide King County with all field orders and Change Orders approved by Sound Transit. For the purposes of this Section 2.8, a material alteration would reduce the intended quality of the Layover Facilities or the Transit Center Improvements, result in an increase of King County’s operational costs over time, or result in a substitution of any of the systems in the Layover Facilities or the Transit Center Improvements. In the case of either a material

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

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

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

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

Layover Facilities (or both) following Final Completion (as defined in Section 2.10.5) thereof, Sound Transit shall submit a copy of such proposed amendment to King County at the addresses set forth in Section 8.7 along with a statement from the Designer delineating the nature and extent of such change and a copy of the Construction Documents (in CAD) marked to show the changes for King County's review and approval, which approval shall not be unreasonably withheld. In the event King County notifies Sound Transit within ten (10) Business Days following receipt of such proposed amendment of its objection to such proposed amendment, Sound Transit shall not enter into the proposed amendment unless Sound Transit first (i) responds to the concerns expressed by King County and (ii) any such amendment does not materially and adversely affect the Project. If King County fails to respond within such ten (10) Business Day period, the change shall be deemed approved.

Consistent with Section 1 of this Agreement, and as defined in N160 contract Section 00 72 00, Paragraph 1.01, the term "Contract Documents" means "the Change Orders, Agreement Form with attachments, Special Conditions, General Conditions, Contract Specifications, Contract Drawings, Diversity Program Provisions, and any materials referenced therein, and any other documents listed in the Contract as embodying the legally binding obligations between Sound Transit and the Contractor for completion of the Work."

2.8.4. *Guaranteed Fixed-Price Project Cost.* Sound Transit understands, acknowledges, and agrees that King County shall have no obligation to pay any cost or expense of the Project or the N160 contract in excess of the fixed price amount of \$2,229,365.00 (except as provided in (i) Section 2.3, (ii) Section 2.5, (iii) 2.8.1, and (iv) any indemnity obligations), and no other adjustments, costs, expenses, or amounts. Sound Transit understands, acknowledges, and agrees that except for the fixed price and items (i), (ii), (iii), and (iv) set forth in the preceding sentence, as between the Parties all other costs or expenses arising out of or relating to the Project or the N160 contract shall be borne and paid exclusively by Sound Transit, without further recourse to King County.

2.9. Project Management and Reporting.

2.9.1. King County hereby authorizes King County's Project Manager to approve all Change Orders regarding the Project or either of its individual elements for and on behalf of King County.

2.9.2. Sound Transit shall provide King County with copies of the Resident Engineer's weekly report including information on the General Contractor and the General Contractor's work, showing percentages of completion. Sound Transit and its contractor shall maintain project records at the Project site in accordance with the N160 specifications and Sound Transit's policies and procedures. All such records shall be made available to the Designer and King County upon request. In addition, Sound Transit shall provide up to two (2) identified King

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

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

2.10. Completion of the Project.

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

they are adequate. Sound Transit shall reasonably cooperate with King County so that King County may qualify for and receive FTA funding for the Project.

- 2.10.3. *Substantial Completion of the Project.* Sound Transit will give notice in writing to King County when Sound Transit's contractor anticipates that the Project (or either of the individual Project elements) shall be Substantially Complete. Within 15 days of the notice, King County may inspect and review the Project or either of the Project elements, as applicable, to determine whether it is Substantially Complete. Sound Transit will prepare the Punch List to be completed prior to Acceptance of the Project or the individual Project element. King County may recommend reasonable Punch List items to ensure the Project is constructed consistent with the approved plans and specifications, subject to approval by Sound Transit construction management, such approval not to be unreasonably withheld. The completion of the Punch List shall not be required in order for the Project or Project element to be Substantially Complete.
- 2.10.4. *Completion of Punch List Items.* Following Substantial Completion, Sound Transit shall cause its contractor to complete all Punch List items in accordance with the Contract Documents.
- 2.10.5. *Acceptance and Final Completion of the Project.* Sound Transit shall give notice in writing when it receives notice from its contractor that the Project has achieved Acceptance. To the extent reasonably practical, Sound Transit shall give notice in writing at least thirty (30) days prior to the date upon which the Project shall have achieved Final Completion. Final Completion of the Project or either of its individual elements shall have occurred when all of the events set forth in this Section 2.10 have occurred and Sound Transit has delivered the items described in Sections 2.11 and 2.11.1 through 2.11.5 of this Agreement.
- 2.10.6. *Turnover of the Project.* Upon Acceptance of the Project or either of its individual elements by Sound Transit: 1) King County will assume ownership and control of any Project or Project element not located on Sound Transit-owned property, including without limitation responsibility for all operations, maintenance, and security, and 2) Section 2.3.3 of the Settlement Agreement will govern operation and maintenance of any Project or Project element located on Sound Transit-owned property.
- 2.10.7. *Other Improvements.* The Parties acknowledge that for reasons of economic efficiency, Sound Transit may, during the course of construction of the Transit Center Improvements or the Layover Facilities (or both), elect, at its sole cost and expense, to perform site work, install utilities (including underground storm water detention vaults), or make other improvements to the Real Property which are not part of the Project, but constitute a portion of the Light Rail Station Project (collectively, the "Other Improvements"). Nothing contained in this Agreement requires that Sound Transit construct

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

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

- 2.11.7 *Sound Transit Default.* If Sound Transit materially defaults or neglects to carry out the work in accordance with the Contract Documents which is not cured within thirty (30) days following King County's written notice of default, and if Sound Transit fails within seven (7) calendar days after receipt of such written notice from King County to commence and continue correction of such default or neglect with diligence and promptness, then King County may give a second written notice to Sound Transit, and if Sound Transit fails within such second seven (7) calendar day period to commence and continue correction of such default or neglect with diligence and promptness, then King County may, without prejudice to other remedies King County may have, act to correct such deficiencies. In such case an appropriate amendment to this agreement will be negotiated in which the Parties will deduct from the Fixed Price the costs of correcting such deficiencies. If the payments then or thereafter due Sound Transit are not sufficient to cover the amount of the deduction, Sound Transit shall pay the difference to King County. Such action by King County shall be without prejudice to any other rights or remedies to which King County may be entitled under this Agreement or applicable law.
3. **Term.** This Development Agreement will be effective upon the date of the final signature of the Parties (the "Effective Date") and will expire upon completion of all duties and obligations, unless sooner terminated as provided herein.
4. **Utilities; County Not Liable For Work Furnished to Sound Transit.**
- 4.1. Utilities. Sound Transit shall be responsible for the payment of all charges for utilities used or consumed during the construction of the Project until the date of Acceptance. From and after the date of Acceptance, King County will be responsible for utility charges.
- 4.2. King County's Disclaimer. Notwithstanding the consent or request of King County, express or implied, for the performance of any labor or services or for the furnishing of any materials or equipment for any construction, alteration, addition, repair, or demolition of or to the Project or the Real Property (or any part thereof), NOTICE IS HEREBY GIVEN THAT KING COUNTY WILL NOT BE LIABLE FOR ANY LABOR, SERVICES, MATERIALS OR EQUIPMENT FURNISHED OR TO BE FURNISHED TO SOUND TRANSIT, GENERAL CONTRACTOR, OR ANYONE HOLDING AN INTEREST IN THE PROJECT OR THE REAL PROPERTY (OR ANY PART THEREOF) THROUGH OR UNDER SOUND TRANSIT OR GENERAL CONTRACTOR, AND THAT NO CONSTRUCTION OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS, OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE INTEREST OF KING COUNTY IN THE PROJECT OR THE REAL PROPERTY. Nothing in this Section 4.2 shall relieve King County of its obligations to pay the Fixed Price from and after the Effective Date of this Agreement and according to its terms.

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

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

6. Indemnification / Insurance.

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

- 6.4. Contractors' Indemnification and Additional Insured Language. Sound Transit shall include, and shall cause its General Contractor to include, a provision in all design and construction contracts requiring the consultants/contractors: (a) to indemnify King County, and its officers, officials, employees, and agents on terms substantially equivalent to the Contractor's indemnification obligations to Sound Transit, including, without limitation the RCW Title 51 waiver; and (b) to name King County as an additional insured to the same extent as Sound Transit is named as an additional insured on their liability insurance policies.
- 6.5. Sound Transit Indemnity. Except as otherwise stated herein or in any temporary construction easement or easements that may be in effect between the Parties while this Agreement is in effect, Sound Transit will protect, defend, indemnify, and save harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages (collectively, "claims") arising out of, or in any way resulting from, the negligent acts or omissions of Sound Transit, its officers, employees, and/or agents, in the performance of this Agreement. Provided, however, that if the provisions of RCW 4.24.115 apply to the Project or either of the Project Elements, and if a claim arising out of the Project or either of the Project Elements is caused by or results from the concurrent negligence of King County or its officers, employees, and agents (or any of them) on the one hand and Sound Transit or its officers, employees, and agents (or any of them) on the other hand, then as to such claim Sound Transit's indemnification under this Section 6.5 shall apply only to the extent of the negligence of Sound Transit or its officers, employees, and agents, or any of them. **Sound Transit agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose only, Sound Transit, by mutual negotiation, hereby waives, as respects King County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.** In the event King County incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Sound Transit.
- 6.6. King County Indemnity. Except as otherwise stated herein, King County will protect, defend, indemnify, and save harmless Sound Transit, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages (collectively, "claims"), arising out of, or in any way resulting from, the negligent acts or omissions of King County, its officers, employees, and/or agents, in the performance of this Agreement. Provided, however, that if the provisions of RCW 4.24.115 apply to the Project or either of the Project Elements, and if a claim arising out of the Project or either of the Project Elements is caused by or results from the concurrent negligence of Sound Transit or its officers, employees, and agents (or any of them) on the one hand and King County or its or its officers, employees, and agents (or any of them) on the other hand, then as to such claim King County's indemnification under this Section 6.6 shall apply only to the extent

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

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

to be made under the N160 contract on the Real Property, other than the Transit Center Improvements.

7. Protection of Persons and Property; Damage and Destruction.

- 7.1. In accordance with the N160 contract requirements, Sound Transit shall make its contractors responsible for initiating, maintaining, and providing supervision of safety precautions and programs in connection with the construction of the Project and each of the Project elements. Sound Transit shall require its contractors to take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to: (1) all persons working on the Project construction site and all other persons who may be affected thereby; (2) the Project and materials and equipment to be incorporated therein; (3) transit commuters; and (4) other property at or adjacent to the Project or the Real Property. Sound Transit shall or shall cause the General Contractor and all other Contractors to give notices and comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss. As between Sound Transit and King County, Sound Transit shall be liable for all damage or loss (other than damage or loss insured under the Parties' respective property insurance) to the Project except to the extent caused by the negligent actions of King County, its agents, or employees.
- 7.2. After the happening of any casualty to the Project or either Project Element prior to Acceptance of the Project or either Project element, Sound Transit shall give King County prompt written notice thereof generally describing the nature and cause of such casualty and the extent of the damage or destruction to the Project or Project element. If, prior to the Acceptance of the Project or Project element, damage or destruction occurs to the Project or Project element, Sound Transit shall proceed diligently to reconstruct and restore the Project or Project element in accordance with the Contract Documents and the provisions of this Agreement. All insurance proceeds which Sound Transit may be entitled to receive prior to Acceptance of Project or Project element with respect to damage or destruction shall be disbursed to Sound Transit to pay for the cost of restoration or repair in periodic installments based upon the percentage of completion and otherwise in accordance with standard commercial construction insurance proceeds administration. All costs of such repair or restoration of the Project or Project element exceeding the amount of the insurance proceeds shall be paid by Sound Transit.

8. Miscellaneous Provisions

8.1. Termination; Dispute Resolution.

- 8.1.1. Because this Agreement is an element of the settlement between Sound Transit and King County of the eminent domain proceeding identified in Recital B, and because Sound Transit requires the Real Property for the Northgate Light Rail Station Project, the Parties hereby agree that this Agreement may not be terminated, except as provided in Section 2.6.2 as a result of an amendment to WSDOT

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

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

by certified mail, return receipt requested, postage prepaid, or sent by nationally recognized overnight courier, or by facsimile transmission, and notice shall be deemed given when so delivered, received, or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests to any Party shall be sent to all other Parties as follows:

If to Sound Transit: Ellen Blair, Northgate Station Project
Manager

Sound Transit
401 South Jackson Street
Seattle, WA 98104

With copies to: Lori Frederick, N160 Northgate Station
Construction Manager

Sound Transit
401 South Jackson Street
Seattle, WA 98104

If to King County: King County Property Services Division
500 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104
Facsimile: (206) 205-5070

With a copy to: Manager, Design and Construction
King County Metro Transit Division
King Street Center
Mail Stop KSC-TR-0435
201 Jackson Street
Seattle, WA 98104
Facsimile: (206) 684-1803

Any Party may change the address to which notices shall be sent by notice to the other Party.

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

whether the material should be made available under the Act. If King County determines that the material is subject to disclosure, King County will notify Sound Transit of the request and allow Sound Transit ten (10) Business Days to take whatever action it deems necessary to protect its interests. If Sound Transit fails or neglects to take such action within said period, King County will release the portions of record(s) deemed by King County to be subject to disclosure. King County shall not be liable to Sound Transit for inadvertently releasing records pursuant to a disclosure request not clearly identified by Sound Transit as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." Sound Transit agrees to cooperate with the auditor and make available for examination at its principal office all of its books, records, correspondence, and other documents deemed necessary to conduct the audit by the auditor. If the audit reveals a variation of one percent (1%) or more of the Project Costs, Sound Transit shall pay the costs of the audit. Sound Transit shall preserve all records for a period of six (6) years after Final Completion of the Project hereunder; provided, however, if at any time prior to the expiration of seven (7) years after Final Completion of the Project, Sound Transit proposes to dispose of any Contract Documents related to the Project, Sound Transit shall deliver the same to King County for disposition by King County.

- 8.13. Non-Waiver of Governmental Rights. Nothing contained in this Agreement shall require King County to take any discretionary governmental action relating to development of the improvements to be constructed on the Real Property as part of the Project, including, but not limited to environmental review, zoning and land use approvals, approval of applications to vacate public streets, permitting, design review for a King County-issued land-use entitlement, or any other governmental approvals by King County as may apply.
- 8.14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which constitute but one original.

SIGNATURES APPEAR ON FOLLOWING PAGE

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

SOUND TRANSIT:

By: _____

Name: _____

Title: _____

Date _____, 2017

KING COUNTY:

APPROVED AS TO FORM:

KING COUNTY, a political subdivision of the State of Washington

By: _____

Senior Deputy Prosecuting Attorney

By: _____

Name: _____

Title: _____

Date _____, 20

Date _____, 2017

Exhibit A
Real Property

Exhibit A to the Development Agreement - Legal Description

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

Grantor's Entire Parcel:

NG-781:

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

NG-783:

PARCEL "A":

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

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

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

PARCEL "B":

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

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

Earl J. Bone 1/22/16

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

Fee Take Area Acquired by Grantee:

From NG-781:

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

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

From NG-783:

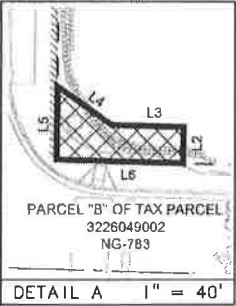
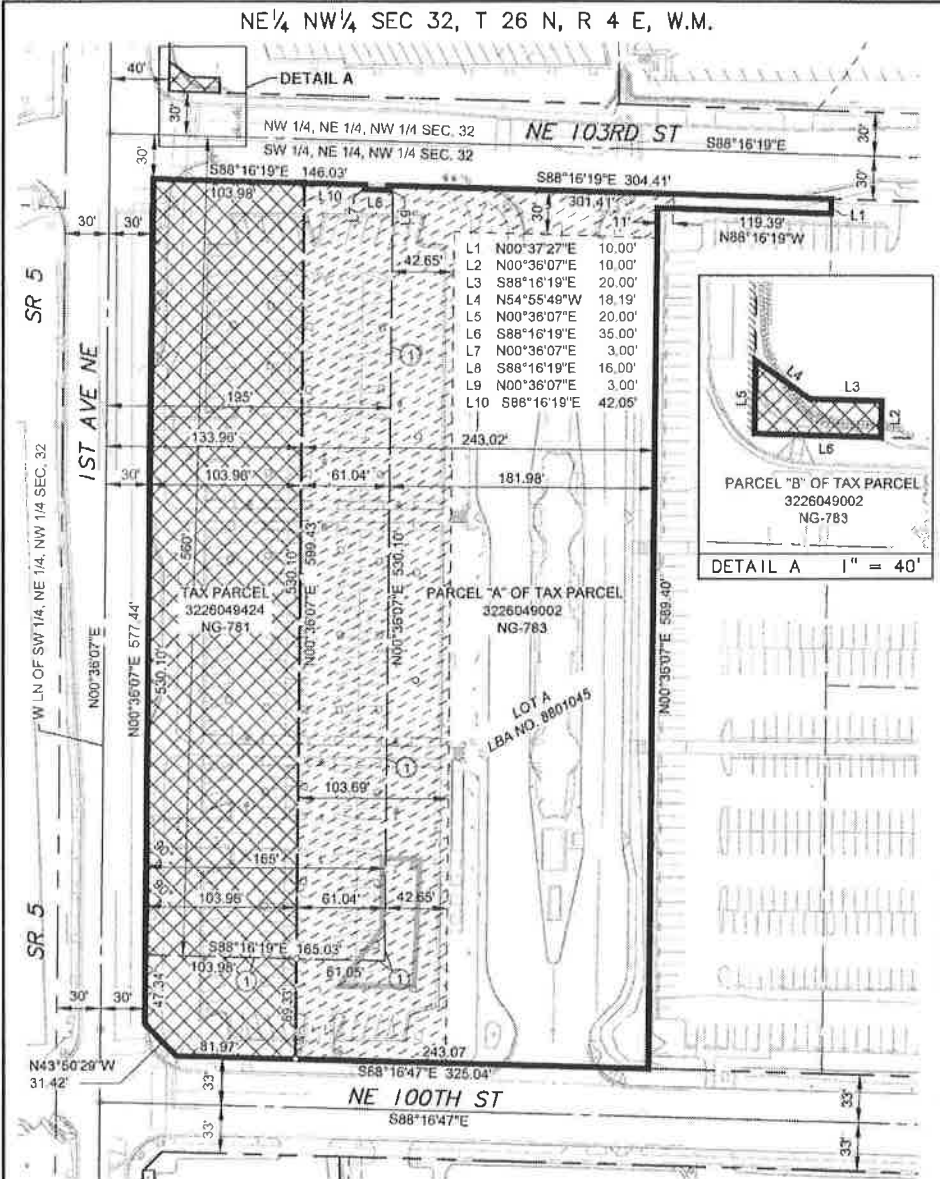
ALL THAT PORTION OF GRANTOR'S PARCEL "A" LYING WESTERLY OF THE EAST LINE OF THE WEST 133.96 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 26 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

AND ALL OF GRANTOR'S PARCEL "B".

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

Earl J. Bone 1/22/16

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



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

① TAX PARCEL BOUNDARIES

50 25 0 50 100



SCALE IN FEET

NAD 83 (91)



FEE TAKE



TEMP CONST ESMT



L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



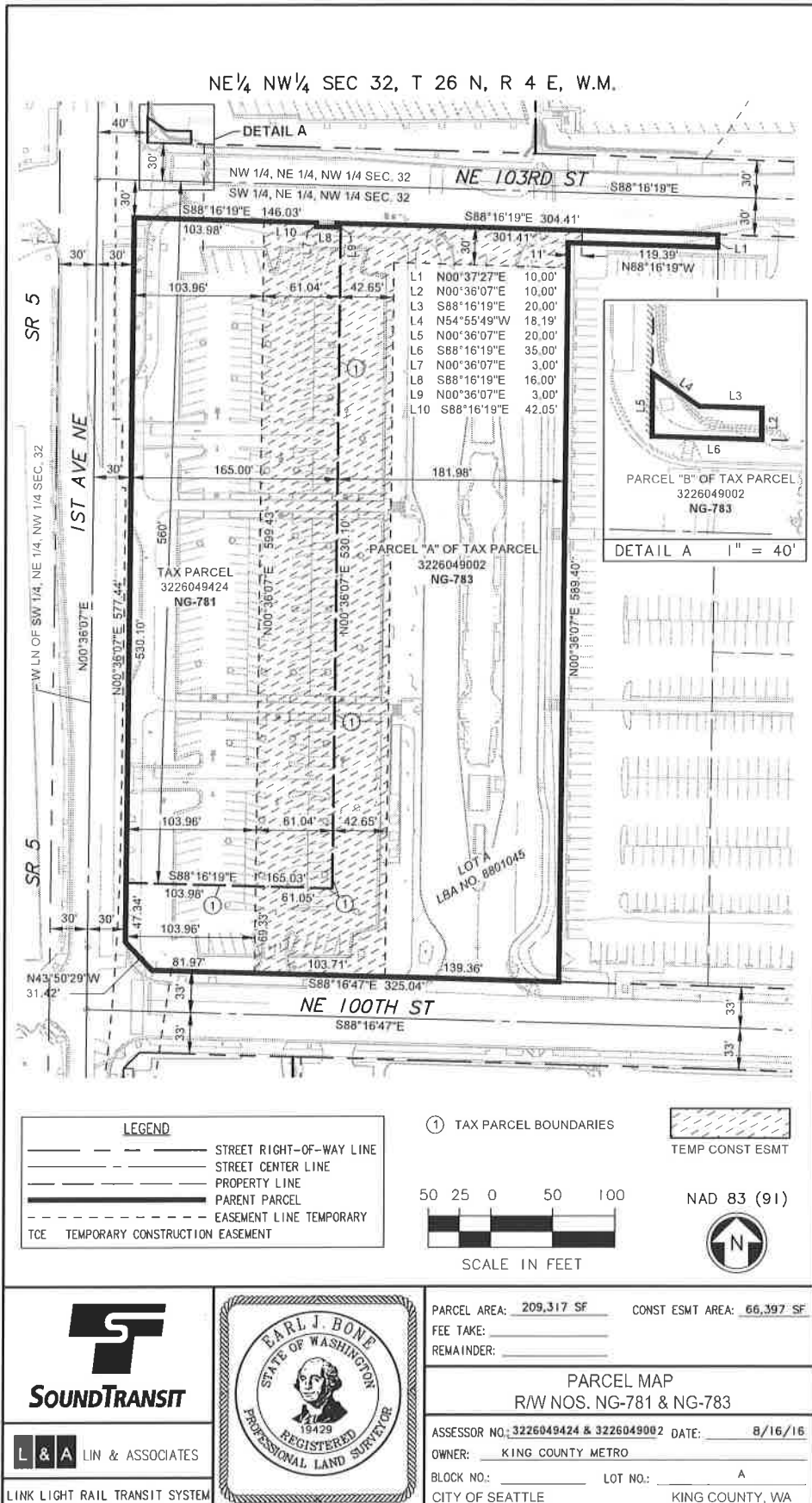
PARCEL AREA: 209,317 SF	CONST ESMT AREA: 66,397 SF
FEE TAKE: 62,501 SF	
REMAINDER: 146,816 SF	

PARCEL MAP
R/W NOS. NG-781 & NG-783

ASSESSOR NO: 3226049424 & 3226049002	DATE: 1/22/16
OWNER: KING COUNTY METRO	
BLOCK NO: _____	LOT NO: A
CITY OF SEATTLE	KING COUNTY, WA

Exhibit B
Real Property (TCE)

Exhibit B to the Development Agreement - TCE Depiction



PARCEL AREA: 209,317 SF CONST ESMT AREA: 66,397 SF
 FEE TAKE: _____
 REMAINDER: _____

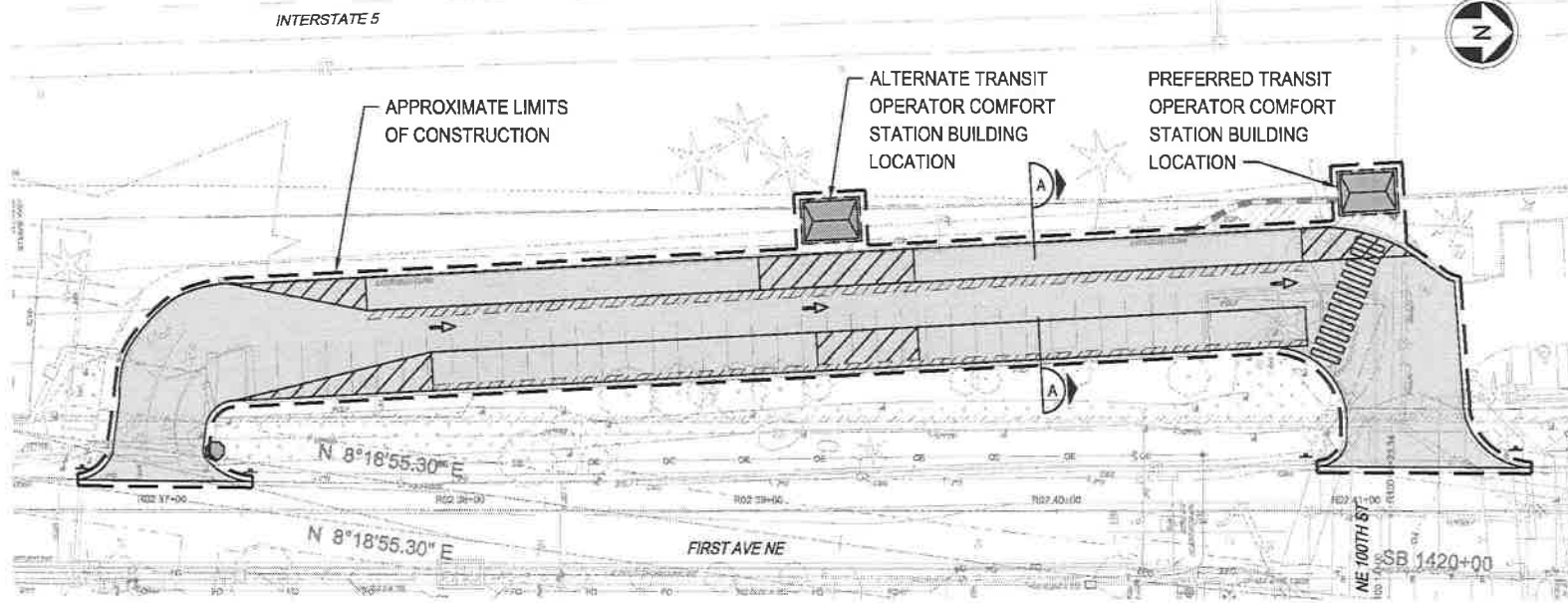
PARCEL MAP
R/W NOS. NG-781 & NG-783

ASSESSOR NO.: 3226049424 & 3226049002 DATE: 8/16/16
 OWNER: KING COUNTY METRO
 BLOCK NO.: _____ LOT NO.: A
 CITY OF SEATTLE KING COUNTY, WA

L & A LIN & ASSOCIATES
 LINK LIGHT RAIL TRANSIT SYSTEM

Exhibit R-1
Bus Layover Concept Plan

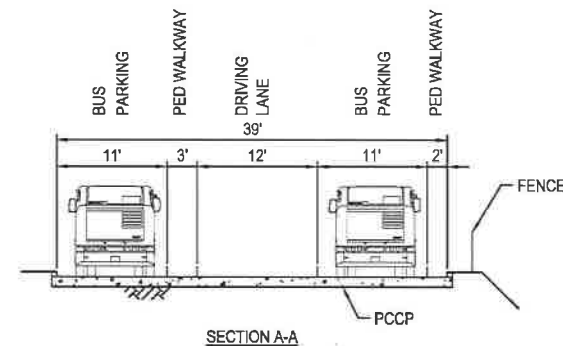
Exhibit R-1 to the Development Agreement - Bus Layover Concept Plan



PCCP COMFORT STATION

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

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



SECTION A-A

NORTHGATE STATION METRO CONCEPT LAYOVER PLAN AUGUST 30, 2016



I:\Projects\2015\Northgate Station\03212015\03212015_Northgate_Station_Concept_Plan_Schematic_Plan.dwg 10/22/15 1:14:42 PM
 Project: King County Metro Transit Northgate Station
 Designer: James H. Williams
 Checker: James H. Williams
 Date: 10/22/15
 Title: NORTHGATE STATION CONCEPT LAYOVER PLAN

B:\Work\2014\20140910\20140910_Plan\20140910_Plan.dwg | User: P:\030301\030301.dwg | Plot: 20140910_Plan.dwg | Date: 9/10/14 10:00 AM | Scale: 1/8" = 1'-0" | Plot Size: 11.00 x 17.00 | Plot Area: 188.00 sq. ft. | Plot Color: Black | Plot Lineweight: 0.20 | Plot Linetype: Solid | Plot Style: ANSI | Plot Weight: 1.00 | Plot Color: Black | Plot Lineweight: 0.20 | Plot Linetype: Solid | Plot Style: ANSI | Plot Weight: 1.00

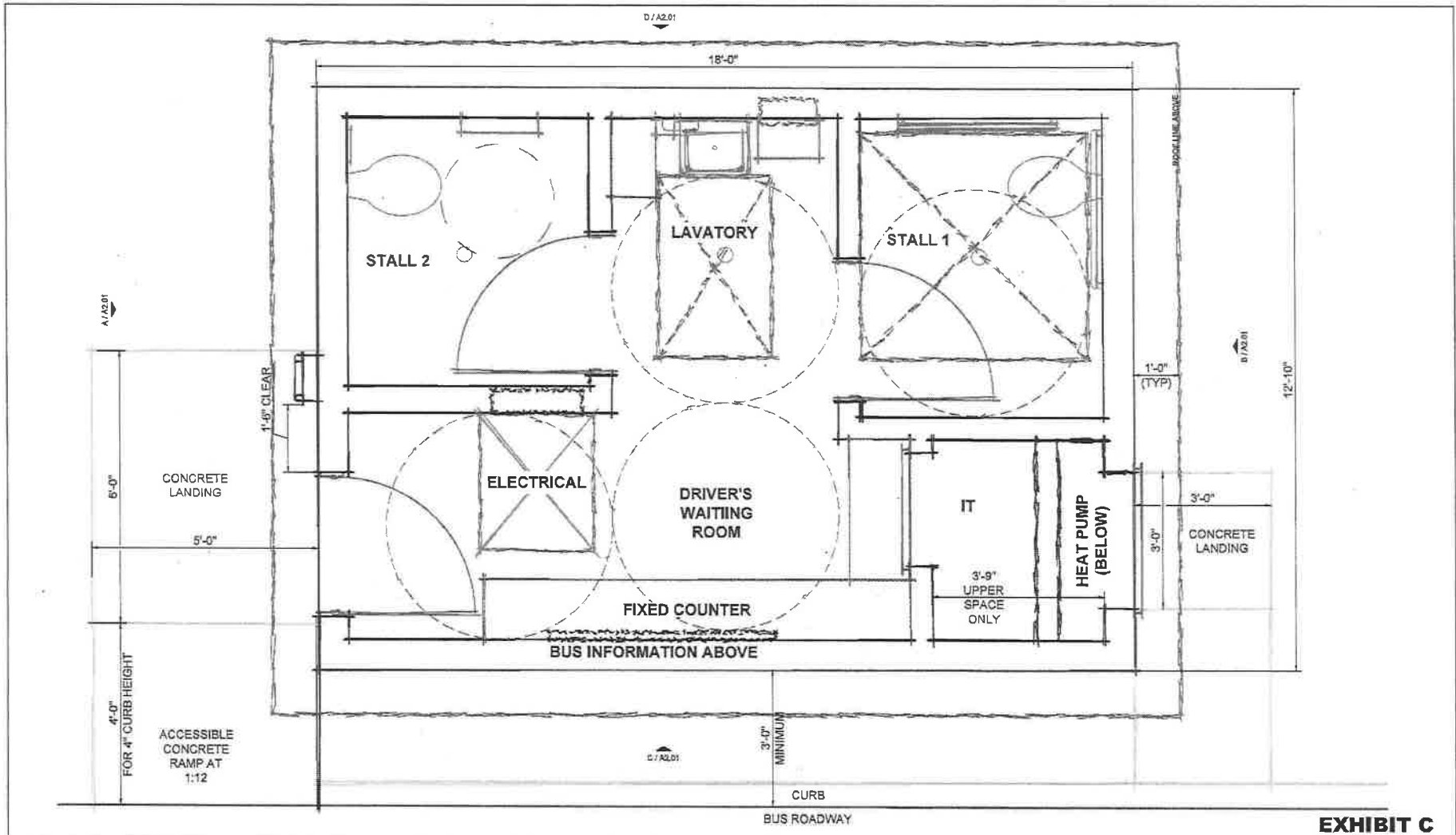


EXHIBIT C

No.	REVISION	BY	APPD	DATE

**PLANNING
FOR INFORMATION ONLY**

NOTE:

1. THE PURPOSE OF THIS PLAN IS TO DEMONSTRATE TYPICAL ACCESS, AND NOT FOR CONSTRUCTION. ADJUST ACCESS PLAN TO CONFORM TO THE REQUIREMENTS OF THE PROJECT AND SITE.

DESIGNER: B. FARIS-BATEMAN	PROJECT MANAGER: S. WILSON	SCALE: 1" = 1'-0"
DRAWN: B. FARIS-BATEMAN	APPROVED: S. WILSON	SITE LOCATION:
REVISIONS: 	DATE: 	ONE INCH AT FULL SIZE IF NOT ONE INCH SCALE ACCORDINGLY



METRO TRANSIT DIVISION
 STANDARD DOUBLE UNIT COMFORT STATION
 ADAPTED FOR NORTHGATE LINK STATION BUS LAYOVER
BUILDING LAYOUT PLAN

DATE: SEPTEMBER 2014
 DRAWING NO: A1.01
 SHEET NO. 01

Exhibit R-2

Bus Layover Project Change Record

Exhibit R-2 to the Development Agreement - Bus Layover Project Change Record



Engineers/Consultants

PROJECT CHANGE RECORD #195 – Task 1400

Rev. 9

Project: NORTHGATE LINK – Civil Engineering and Architectural Final Design Services		CONTRACT NO. RTA/LR 0177-09
Project Manager: Isabelle Lamb		Sheet No _1 of _2
Resolution Assigned To: Andrew Engel		Date Logged: April 8, 2016
Change No.: PCR 195 N160 KCM Bus Layover Facility	Schedule Impact: None	Project Cost Impact: Net increase Design Cost Impact: \$387,839

Change Description:

Intent:

This proposal is for the Final Design of a KCM Bus Layover Facility to be located on the existing North Seattle Park and Ride Lot, on WSDOT Property. The conceptual design will be provided by KCM. The work will include civil, ROW and survey, landscape, traffic, structural, geotechnical, mechanical, electrical, fiber/ communications, architectural, underground utilities, and permit support. The work will be constructed as part of the N160 Northgate Station Elevated Guideway and Parking Garage contract.

Background:

General Assumptions

- 1) KCM Program:
 - a) The work will be based on concept drawings provided by KCM, concept program documents and a site visit.
 - b) KCM will coordinate with ST and it's consultants to determine the appropriate equipment and design components required for the comfort station building. This coordinate will be provided prior to start of the 60% Design Phase and will be used by the design team to modify the current N160 Specifications.
 - c) The design team will incorporate the KCM requirements into the N160 Contract.
 - d) Clockwise bus circulation is assumed to be the preferred circulation concept by KCM, in addition to the bus layover concept.

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

- d) The drainage report will require an update to cover the changes to both the S Watercourse and flow control structure for other tributary areas and provide a supplement to cover the layover area drainage.
 - e) Existing I-5 drainage structures, which out flow into the western edge of the watercourse, will need to be modified to accommodate the KCM bus access movements.
 - f) Assumes surface run off will need to be treated and mitigated on site (oil/water separator may also be needed based on jurisdictional requirements).
 - g) Assumes the slope of the I-5 abutment is not impacted, except for the comfort station which may require a foundation to retain a portion of the slope.
 - h) Work includes curb and gutter improvements to both the northwest and southwest corners of the NE 100th and 1st Ave NE intersection.
 - i) This proposal assumes the 1st Ave NE edge of pavement will be used to delineate the scope between this proposal and our original contract limits at the 1st Ave NE and NE 100th St intersections. Improvements, such as modification of fish passage culvert in ROW, are included.
 - i) Assumes operator walkways, either sidewalks or marked path within the roadway limits, are preferred along the eastern and western edges of the bus layover surface. Proposal will include initial feasibility of 3 foot wide walkways on each side for Coach Operator access.
 - j) Work includes all civil structural work for paved surfaces, utilities and drainage structures.
- 5) Traffic
- a) Assumes the Vissim traffic report, provided by others, will be complete and available for use in this project.
 - b) Assumes KCM will take the lead in working with SDOT to resolve signal related issues at NE 100 and 1st Ave NE.
 - c) Assumes KCM/ SDOT will determine the pedestrian and traffic flow for the Cycle Track and Ped Bridge.
 - d) Work includes striping and signage within the layover area to convert entrance and exit points to bus only.
- 6) Landscape:
- a) Assumes landscape and planting design will require redesign that will be determined in conjunction with ST input for the S Watercourse area.
 - b) The design will accommodate KCM planting design near or adjacent to the Comfort Station in regard to CPTED and maintenance issues. Bus sight lines and security sightlines to the comfort station will be considered along with the requirements of the S Watercourse by SPU and current permit agreements.
 - c) Assumes support in development of an updated JARPA package.
 - d) Assumes the irrigation system will operate under a separate deduct meter from the main water line feeding the bus drivers' building.
- 7) Structural
- a) Assumes the eastern soldier pile wall will be wrapped around the north and a portion of the west edge of the S Watercourse to replace the basin area being displaced by the expansion of the pavement limits near 100th Street. Also assumes the entrance to the layover at the south end of the watercourse requires revisions, including a new headwall with a vehicle barrier.
 - b) Assumes the KCM comfort station foundation will support the toe of the I-5 slope to some degree.
- 8) Architecture

- a) Assumes the KCM provided program will be finalized and incorporated based on the field tour on August 24, 2015. All program direction will be through ST.
- b) Assumes the 30% configuration submittal will be approved by KCM and will be the final configuration for the 90% and 100% submittals.
- c) Direction on the location of the comfort station will be provided two weeks after notice of a preliminary design for incorporation into the 30% design.
- d) KCM will provide detailed program sketches or descriptions of the operators counter, real time trip monitor, and the IT cabinet.

9) Mechanical

- a) Assumes the conditioned spaces will be controlled by a heat pump system, per the KCM program documents. This will be pursued unless there is a fatal flaw in the heat pump design. Unit assumes a KCM approved split system (with internal and external components).
- b) KCM will confirm all heat loads and temperature set points two weeks after the preliminary design review.
- c) Fire protection is assumed not to be required for this building size and occupancy.
- d) Assumes KCM will provide information regarding communication connections and building equipment monitoring within three weeks after NTP. Specific information includes:
 - i) Specific performance requirements if KCM directs the team to a specific mechanical product or unit.
 - ii) Specific mechanical equipment which should be monitored
 - iii) Specific operational information or modes which require monitoring.

10) Electrical and BMS

- a) The work assumes the current N111 conduit connections crossing 1st Ave NE are the final POC for underground utilities to the site and building.
- b) Assumes that KCM will confirm and provide requirements for any building or equipment monitoring systems for the project.
- c) SCL requirements for electrical service will be determined and coordinated by ST, the design team and KCM.
- d) Assumes KCM will confirm the space requirements three weeks after the preliminary design review. This will include any spare conduit and all operation, communication and security requirements, including site lighting.
- e) Assumes that two site lighting circuits will be required to provide full lighting as well as security lighting. Lighting controls will be by time clock and will be photocell capable.

11) DSDC

- a) The 100% submittal is assumed to be the final submittal. After 100% comments are incorporated, the documents will be used for the Change Order.
- b) Design Services During Construction (DSDC) are not included in this proposal.

Design Schedule:

TBD	NTP
1 Day	KCM Program and Specs confirmed and provided
3 Wks.	Preliminary Comfort Station Layout and Drawings
1 Wk.	ST and KCM Design Review and Comments
3 Wks.	30% Progress Set
1 Wk.	ST and KCM Review Comments
4 Wks.	60% design development
3 Days	60% Submittal Xref/Drawing Lockdown
2 Wks.	60% QC Plot and Checking/ Validation
4 Days	60% Audit
1 Wk.	60% Response and Assembly
1 Day	60% Submittal
3 Wks.	KCM / ST Design Review and Comments
4 Wks.	90% design development
3 Wks.	90% QC/QA and Submittal
3 Wks.	ST and KCM Review Comments
7 Wks.	100% Design Phase
Proposed Final Package TBD	

Scope of Work:

Task 0100: Project Control

Activities

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

Deliverables

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

Task 0330: Geotechnical Analysis and Reporting

Activities

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

Deliverables

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

Task 0410: Field Surveying

Activities

1. Establish and maintain horizontal and vertical control suitable for construction of the layover area.
2. Perform additional field surveying required for the Project, including location of geotechnical boreholes and utility potholes. Work will include location and mapping (coordinates on base plans) for:
 - a. Approximately 3 geotechnical boreholes; one at the Comfort Station and two within the Bus Layover area.
 - b. Approximately 4 potholes and utility paint outs.
 - c. Prepare a potholing plan. Include a list of pothole locations, an accompanying drawing showing the locations, and a spreadsheet noting each pothole number location.
3. Field surveying and updates to ROW and Base mapping. Work will also include any additional pot holing of existing structures.

Deliverables

1. Updates to the ST Database.
2. Pothole Plans.

Task 0810: Permit Support

Activities

1. Provide analysis, calculations, narratives and graphics for ST submitted Permits. Work will include document support for amendments to modify and resubmit the current JARPA application.
2. Provide necessary Design Documentation for WSDOT approval of the change in use from a Transit Park and Ride to a Bus Layover Facility.
3. Attend 5 meetings over the course of the Design Documentation process to support its approval.
4. Provide assistance to KC for permit modifications as required.

Deliverables

1. Amended JARPA application documents to ST.
2. TCAL and ASL Documents for this area (to be confirmed if necessary with WSDOT/KCM).
3. DA/PDA Documentation similar to that provided for the Northgate Link.
4. Modifications to Plans and documents for AHJ

Task 1000: Cost Estimating

Activities

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

Deliverables

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

Task 1100: Quality Checking and Quality Assurance

Activities

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

Deliverables

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

Task 1403: Landscape Finishes

Activities

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

Deliverables

1. Contract Document updates and revisions per Task 1418

Task 1404: Roadway and Traffic Engineering**Activities**

1. Determine requirements for modifications of roadways and bus layover access, including pavement designs, conformance requirements (for existing streets) as necessary, sidewalk and pavement modification and restoration requirements.
2. Work will include Bus Layover striping and signage. The work will incorporate KCM provided standards
3. Perform vehicle turning template analysis to confirm vehicle access at both entry and exit roadways and bus movements with the facility. Analysis will include the articulated 60' bus and the 40' bus movements.

Deliverables

1. Analysis of the vehicle access movements, evaluating sight lines and bus movements for ST, KCM and SDOT review.
2. Contract Document updates and revisions per Task 1418.

Task 1405: Site Civil Engineering**Activities**

1. Determine demolition and removal requirements for pavement surfaces and surface features affected by project improvements.
2. Provide site grading for all surfaces of the project. Coordinate work with landscape and architecture disciplines as required.
3. Provide analysis and reporting for the stormwater detention and civil design work to prepare the site to accommodate the KCM Bus Layover Facility. Determine stormwater mitigation requirements and design appropriate stormwater management facilities. Work will include development of strategies and designs for the S. Watercourse and the surface run off for the KCM Bus Program.
4. Develop design solutions which study methods to minimize or eliminate retained structures.
5. Provide design for stormwater runoff conveyance and routing to appropriate management facilities and discharge locations. Work will be coordinated with the structural and surface design for detention, water quality, surface run off and collection.
6. Coordinate with mechanical discipline to provide sanitary and water utility service including potable and sanitary.
7. Develop design solutions to protect buses and operators from edges with significant grade drop.

Deliverables

1. Provide calculations, figures and narrative updates to support the storm water design and site development.
2. 30% Stormwater Design Report - 30% design will not include stormwater design, but will provide a preliminary level drainage concept.
3. Updates to the N160 Project Drainage Report as required.
4. Vehicle turning template analysis for review by ST and KCM.
5. Contract Document updates and revisions per Task 1418.

6. Pavement design report.

Task 1406: Structural.

Activities

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

Deliverables

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

Task 1408: Architecture

Activities

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

Deliverables

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

3. Contract Document updates and revisions per Task 1418.

Task 1412: Building Mechanical Design

Activities

Plumbing:

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

Mechanical HVAC:

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

Deliverables

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

Task 1413: Electrical Engineering and Lighting

Activities

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

Deliverables

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

Task 1418: Contract Drawings and Specifications

Activities

1. The N160 contract specifications will be used as the basis for the facility. Work will include review and analysis of KCM provided performance specifications. The design team will review the specifications and determine whether the product can be incorporated into the N160 specification; if not, they will be standalone performance specifications within the N160 Contract specifications.
2. The design team will organize and attend two meetings with ST to review updates to the Div 01 N160 specifications to accommodate updates for the KCM Bus Layover.
3. The 60%, 90%, and 100% KCM Bus Layover Facility will be a separate package from the N160 Contract. The Sheets will integrate with the current civil sheet system and the comfort station will be organized to fit within the completed contract.

Deliverables

1. All discipline Contract Documents updates and revisions will provide deliverable submittals as follows:
 - a. 30% Progress Print:
 - i. Preliminary Comfort Station Layout and Drawings
 - i. Architectural concept plans and sections of the comfort station
 - ii. Site plans indicating Bus Layover configuration
 - iii. Mechanical Basis of Design for Building Air Conditioning and Ventilation
 - b. Conceptual Stormwater Detention and water quality strategy for the Bus Layover and the S Watercourse
 - c. 30% Concept Sketches and Basis of Design Documents for review by ST and KCM
 - d. Conceptual Building Program including final space and size
 - b. 60% Progress Print for review by KCM and ST
 - a. Civil Demolition, Grading and Drainage, Traffic and Site Lighting for the KCM Bus Layover
 - b. Civil, Structural and Landscape plans of the S Watercourse configuration for ST review and permit applications
 - c. Architectural plans, sections and elevations showing program configuration and layout
 - d. Mechanical, Plumbing and Electrical Layout indicating fixtures, equipment and light fixture layout for review
 - e. 60% specifications for stand-alone KCM performance specifications
 - f. Building Program including equipment information
 - c. 90% Contract Documents
 - a. Contract Documents per applicable expectations by the contract 30/60/90/100 deliverables matrix
 - b. 90% specifications with completed updates to Part 1 and Part 2 N160 contract documents and 90% stand-alone KCM performance specifications
 - c. Building Program includes equipment information, including loads and key integration criteria
 - d. 100% Contract Documents
 - a. Updates and revisions to the 100% documents, incorporating KCM and ST comments

	Resolution:	Authorized By: <hr/> Sound Transit <hr/> Jacobs Associates
	Resolution Due Date:	
Sound Transit Comment:	Date Resolved:	

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

**Exhibit J-1 to the Settlement Agreement –
License for Access to King County Facilities**

This license is made this ____ day of _____, 2017, between the Central Puget Sound Regional Transit Authority, a regional transit authority formed under the laws of the State of Washington, (“Sound Transit”), and King County, a home rule charter county and political subdivision of the State of Washington, by and through its King County Transportation Department, with its principal office at 201 S. Jackson St., Seattle, WA 98104-2826 (“Licensee”).

WHEREAS, Sound Transit has constructed or will construct the Northgate Link light rail station on property it owns located at 1st Avenue NE between NE 100th Street and NE 103rd Street, which property is described on **Exhibit A** (the “Property”); and

WHEREAS, Sound Transit and the Licensee entered into a Settlement Agreement dated _____ (“Agreement”) that contemplated Sound Transit’s construction of a Transit Island on the Property, to contain certain transit-related facilities to be operated and maintained by Licensee and depicted on **Exhibit J-2** (the “KC License Area”). These Licensee facilities include:

- KCM Transit Operations Room
- KCM Electrical Room
- KCM Communications Room
- Tech Pylon Foundations (KCM to furnish pylons)
- Conduit for KCM communications lines (KCM to furnish conductors)
- Conduit and conductors for KCM power lines

WHEREAS, the Settlement Agreement contemplated that Sound Transit would grant to Licensee a license for the purpose of accessing, operating, maintaining, repairing and replacing the Licensee facilities. Now, therefore, in consideration of the covenants and promises contained in the License, and other valuable consideration, the parties agree as follows:

1. **License.** In consideration of the terms of the Settlement Agreement, Sound Transit hereby permits Licensee to use the Property, at Licensee’s sole cost and expense to access and maintain the KC License Area depicted on **Exhibit J-2** and to supply, install, operate, maintain, repair, replace and remove equipment in the KC License Area.
2. **Licensee’s Use.** Licensee shall use the KC License Area, and have access to and from the KC License Area for the following purposes and as further described in this License:
3. **Conditions of Use.** The following terms apply to the use of the KC License Area:
 - a. **Non-Interference.** Licensee agrees that Licensee’s use of the KC License Area shall not unreasonably interfere with the normal operations of the Property or Sound Transit’s operations at the Facility. Transit van, pedestrian and bicycle access on the

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

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

- b. Sound Transit may implement other reasonable conditions for Licensee's access to the License Area upon ten (10) days prior written notice.
5. **Termination.** Upon termination of this License or if Licensee abandons its use of the KC License Area, Licensee shall remove any equipment it has installed at its own expense.
6. **Safety.** Licensee shall conduct its activities in the KC License Area in a safe manner. Licensee shall maintain the KC License Area in conformity with all applicable laws and regulations.
7. **Maintenance and Removal.** Licensee shall after any repair of the KC License Area or installation, construction, maintenance, repair, relocation, or removal of equipment in the KC License Area promptly restore the KC License Area to as good or better condition as existed prior to the commencement of such work.
8. **Indemnification**
 - a. Licensee agrees to defend, indemnify and hold harmless Sound Transit, its officers, directors and employees from and against any and all claims, demands or causes of action and the resulting losses, costs, expenses, reasonable attorney fees, liabilities, damages, orders, judgments or decrees arising out of the negligent acts, errors, or omissions of Licensee or its agents, independent contractors, or employees in the exercise of the privileges granted under this License.
 - b. In addition to all other indemnities provided in this License, Licensee agrees to protect, defend, and indemnify and hold Sound Transit harmless for any suits, claims, damages, strict liabilities, and costs or liabilities imposed by any federal, State, county or municipal authority having jurisdiction associated with the presence, removal or remediation or any Hazardous Substance (including petroleum and gasoline products) that are released onto or from the KC License Area by Licensee, its agents, independent contractors, or employees as a result of the Licensee's use of the KC License Area, including the installation, alteration, maintenance, operation, repair, removal or relocation of equipment in the KC License Area, whether (1) made, commenced or incurred during the term of this License, or (2) made, commenced or incurred after the expiration or termination of this License if arising out of events occurring during the term of this License. This indemnity shall not apply to Hazardous Substances present on or about the KC License Area independent of the Licensee's use of the KC License Area unless, and to the extent, such Hazardous Substances are disturbed or released by the Licensee as a result of the Licensee's use of the KC License Area. "Hazardous Substances" for purposes of this section include, but are not limited to, those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or solid wastes in any federal, state or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances. "Costs" shall include, but not be limited to, all response or remediation costs, disposal fees, investigation costs, monitoring costs,

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

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

9. **Insurance**

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

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

- 10. **Liens.** Licensee shall pay for all materials and labor used on the Property and shall not allow any liens to attach to the Property.

- 11. **Attorneys' Fees.** In the event that either party commences litigation against the other party relating to the performance or alleged breach of this License, the prevailing party shall be

entitled to all costs, including reasonable attorneys' fees incurred, related to such litigation, including those incurred in the event of any appeal.

12. **Miscellaneous.** The headings and sections and paragraphs of this License are for convenience or reference only and are not intended to restrict, affect or be of any weight in the interpretation of construction of the provisions of such sections or paragraphs. This License contains the entire agreement between the parties and, in executing it, Sound Transit and Licensee do not rely upon any statement, promise, or representation, whether oral or written, not expressed herein.
13. **Assignment.** This License and the rights, duties and obligations given hereunder may not be assigned, transferred, or otherwise conveyed by the Licensee, without the prior written consent of Sound Transit.

IN WITNESS WHEREOF the Parties hereto have signed this License as of the day and year first above written.

SOUND TRANSIT

LICENSEE

**CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**

KING COUNTY

Signature

Signature

Title

Title

Date

Date

Approved as to Form
Legal Counsel

Approved as to Form
Legal Counsel

EXHIBIT J-2

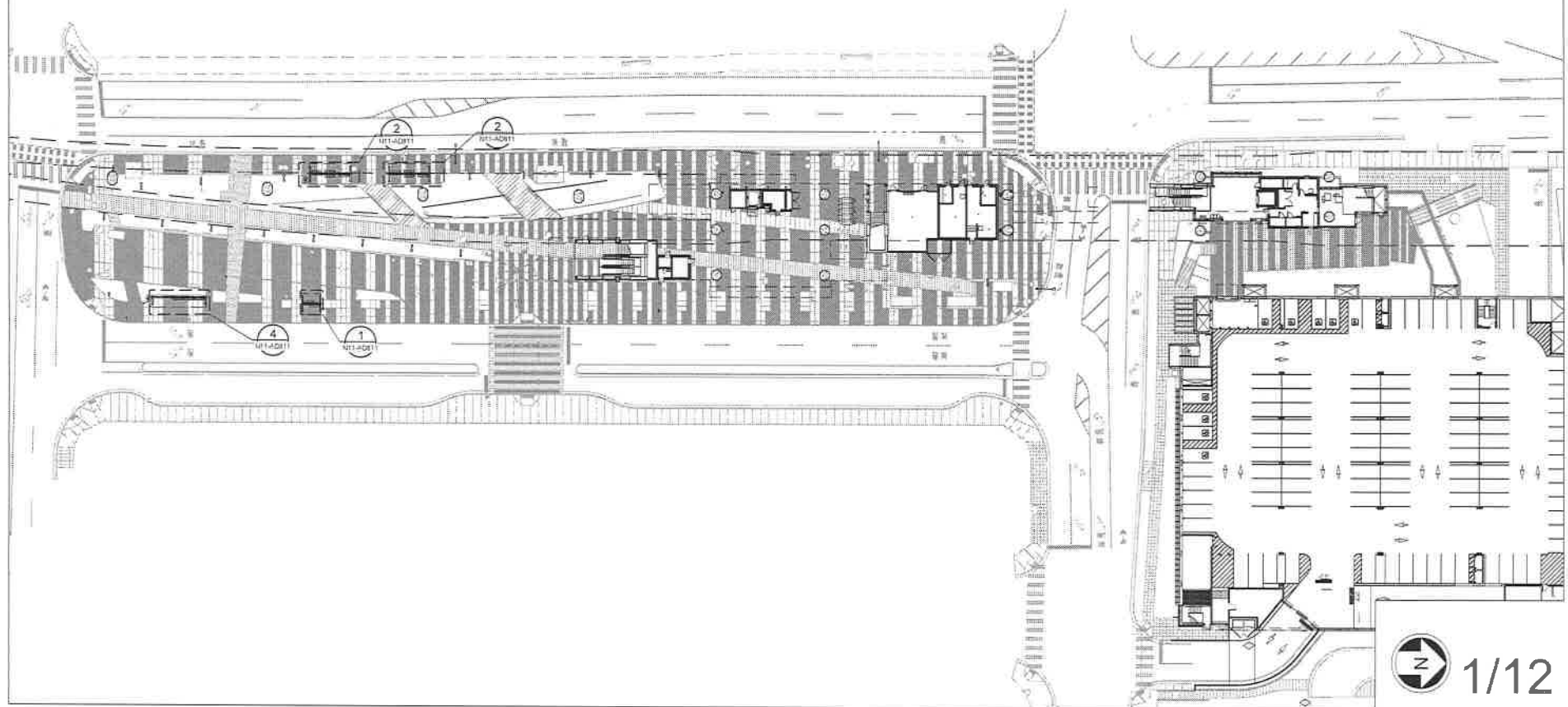
DEPICTION OF KC LICENSE AREA

Drawing prepared are attached hereto and made a part hereof

25-111-01
 25-111-02
 25-111-03
 25-111-04
 25-111-05
 25-111-06
 25-111-07
 25-111-08
 25-111-09
 25-111-10
 25-111-11
 25-111-12
 25-111-13
 25-111-14
 25-111-15
 25-111-16
 25-111-17
 25-111-18
 25-111-19
 25-111-20
 25-111-21
 25-111-22
 25-111-23
 25-111-24
 25-111-25
 25-111-26
 25-111-27
 25-111-28
 25-111-29
 25-111-30
 25-111-31
 25-111-32
 25-111-33
 25-111-34
 25-111-35
 25-111-36
 25-111-37
 25-111-38
 25-111-39
 25-111-40
 25-111-41
 25-111-42
 25-111-43
 25-111-44
 25-111-45
 25-111-46
 25-111-47
 25-111-48
 25-111-49
 25-111-50
 25-111-51
 25-111-52
 25-111-53
 25-111-54
 25-111-55
 25-111-56
 25-111-57
 25-111-58
 25-111-59
 25-111-60
 25-111-61
 25-111-62
 25-111-63
 25-111-64
 25-111-65
 25-111-66
 25-111-67
 25-111-68
 25-111-69
 25-111-70
 25-111-71
 25-111-72
 25-111-73
 25-111-74
 25-111-75
 25-111-76
 25-111-77
 25-111-78
 25-111-79
 25-111-80
 25-111-81
 25-111-82
 25-111-83
 25-111-84
 25-111-85
 25-111-86
 25-111-87
 25-111-88
 25-111-89
 25-111-90
 25-111-91
 25-111-92
 25-111-93
 25-111-94
 25-111-95
 25-111-96
 25-111-97
 25-111-98
 25-111-99
 25-111-100

Exhibit J-2 to the Settlement Agreement - KC License Area

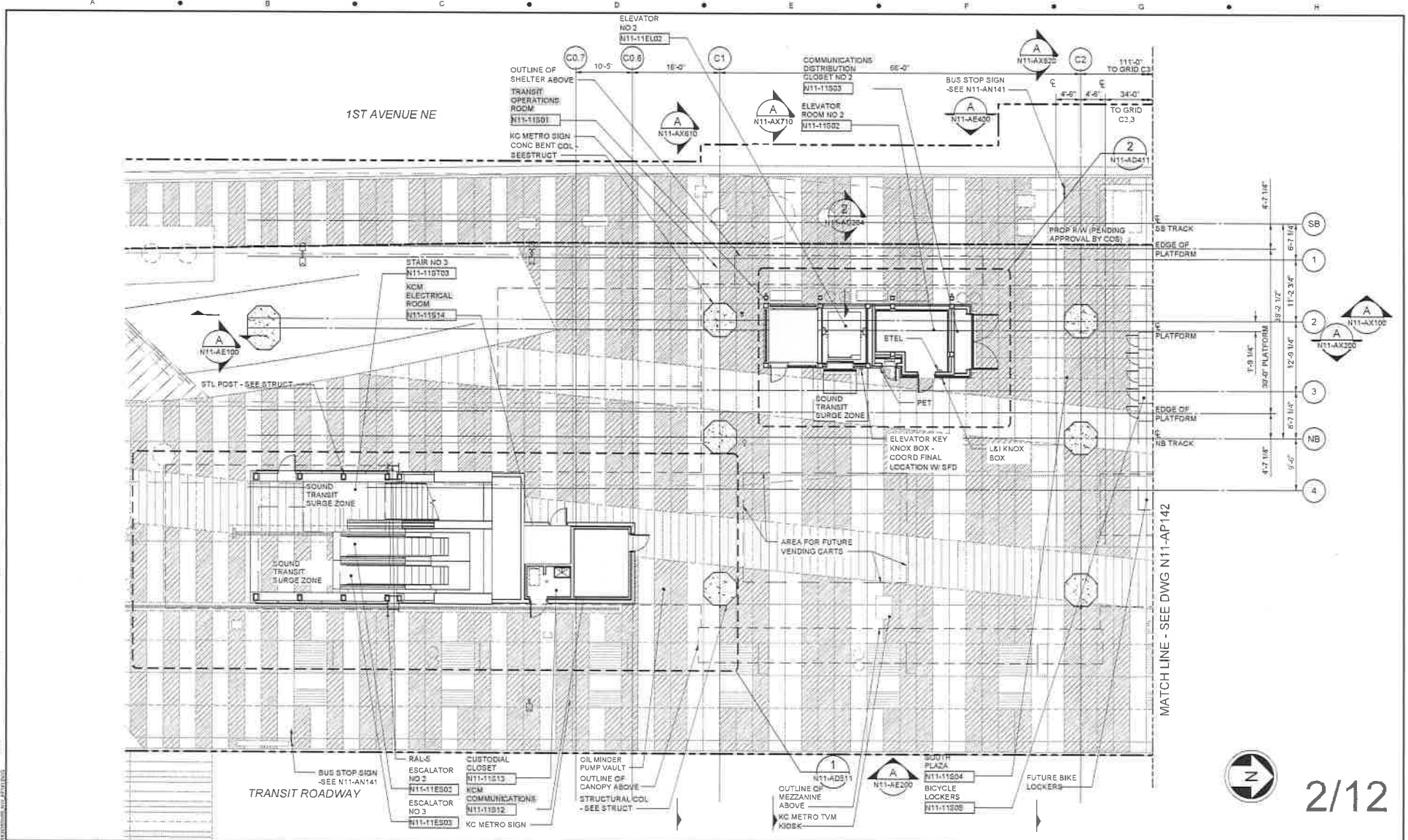
NOTES:
 1. SEE N11-AN141 FOR SIGNAGE INFORMATION



City of Seattle		Designed By M. WYLLIE				Scale 1"=100'	Contract No. N160	Drawing No. N11-AS000
Work Order No. Approved Permit No. Inspector's Book Razeed Revisit No. Subj.	Checked By L. EPWREM	Submitted I. LAMB	Date 08/25/16	Reviewed R. NICHOLS	Date 08/25/16	Filename NGD_N11_A0000.dwg	Project Name N160	Drawing Title CONTRACT N160 NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE
Issued 08/25/16	Issued For ISSUED FOR CONSTRUCTION	Approved By D. HEWITT	Date 08/11/2016	Checked By R. NICHOLS	Date 08/25/16	Drawing Title SITE PLAN ARCHITECTURAL OVERALL	Sheet No. 1189	Rev No. 0

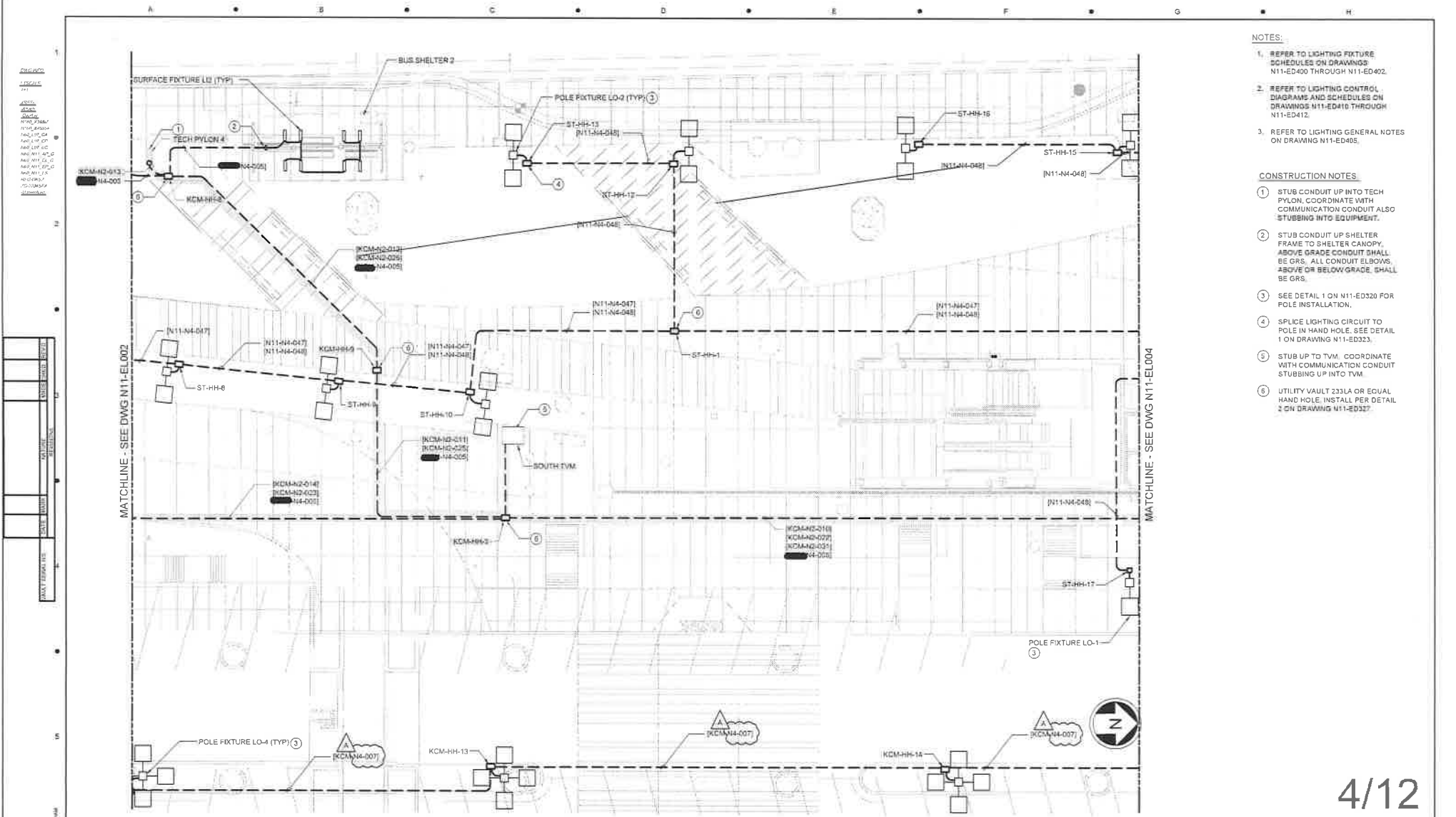
1. SCALE: 1/8" = 1'-0"
 2. DATE: 08/25/16
 3. DRAWN BY: M. WYLLIE
 4. CHECKED BY: L. EPHREM
 5. PROJECT NO: N11-AP141

NO.	REVISION	DATE	BY	DESCRIPTION
1	ISSUED FOR CONSTRUCTION	08/25/16	M. WYLLIE	



2/12

			Designed By: M. WYLLIE Drawn By: M. WYLLIE Checked By: L. EPHREM Approved By: D. HEWITT									Scale: 1/8"=1'-0" Filename: N60_N11_AP141.dwg Contract No: N160 Date: 08/25/16			CONTRACT N160 NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE PLAN SURFACE LEVEL SOUTH			Drawing No: N11-AP141 Sheet No: 1131 Rev No: 0		
--	--	--	--	--	--	--	--	--	--	--	--	---	--	--	--	--	--	---	--	--



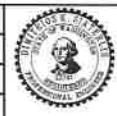
- NOTES:**
- REFER TO LIGHTING FIXTURE SCHEDULES ON DRAWINGS N11-ED400 THROUGH N11-ED402.
 - REFER TO LIGHTING CONTROL DIAGRAMS AND SCHEDULES ON DRAWINGS N11-ED410 THROUGH N11-ED412.
 - REFER TO LIGHTING GENERAL NOTES ON DRAWING N11-ED405.

- CONSTRUCTION NOTES:**
- STUB CONDUIT UP INTO TECH PYLON, COORDINATE WITH COMMUNICATION CONDUIT ALSO STUBBING INTO EQUIPMENT.
 - STUB CONDUIT UP SHELTER FRAME TO SHELTER CANOPY, ABOVE GRADE CONDUIT SHALL BE GRS. ALL CONDUIT ELBOWS, ABOVE OR BELOW GRADE, SHALL BE GRS.
 - SEE DETAIL 1 ON N11-ED320 FOR POLE INSTALLATION.
 - SPlice LIGHTING CIRCUIT TO POLE IN HAND HOLE, SEE DETAIL 1 ON DRAWING N11-ED323.
 - STUB UP TO TVM, COORDINATE WITH COMMUNICATION CONDUIT STUBBING UP INTO TVM.
 - UTILITY VAULT 2331A OR EQUAL HAND HOLE, INSTALL PER DETAIL 2 ON DRAWING N11-ED327.

4/12

No.	Date	Des	Cha	App	Revised
A	12/01/15	TA	SJ	DB	CHRFPP 007
0	08/25/16				ISSUED FOR CONSTRUCTION

City of Seattle		Designed By T. ARIZEN
Work Order No.	Approved B. HINER	Checked By B. JONES
Permit No.	Inspector's Book Received	Approved By D. SIATERLIS
SDOT	Revised As Built	



JACOBS ASSOCIATES
Engineers/Consultants

ELCON ASSOCIATES, INC.
ENGINEERS - CONSULTANTS

SOUNDTRANSIT

Scale	1/8"=1'-0"
Filename	M00_N11_EL003.dwg
Contract No.	N160
Submitted	08/25/16
Des	R. NICHOLS
Revised	08/25/16
Date	08/25/16

CONTRACT N160
NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE

LIGHTING
SITE PLAN 2

Drawing No.	N11-EL003
Vault Plan No.	
Sheet No.	1512
Rev No.	A

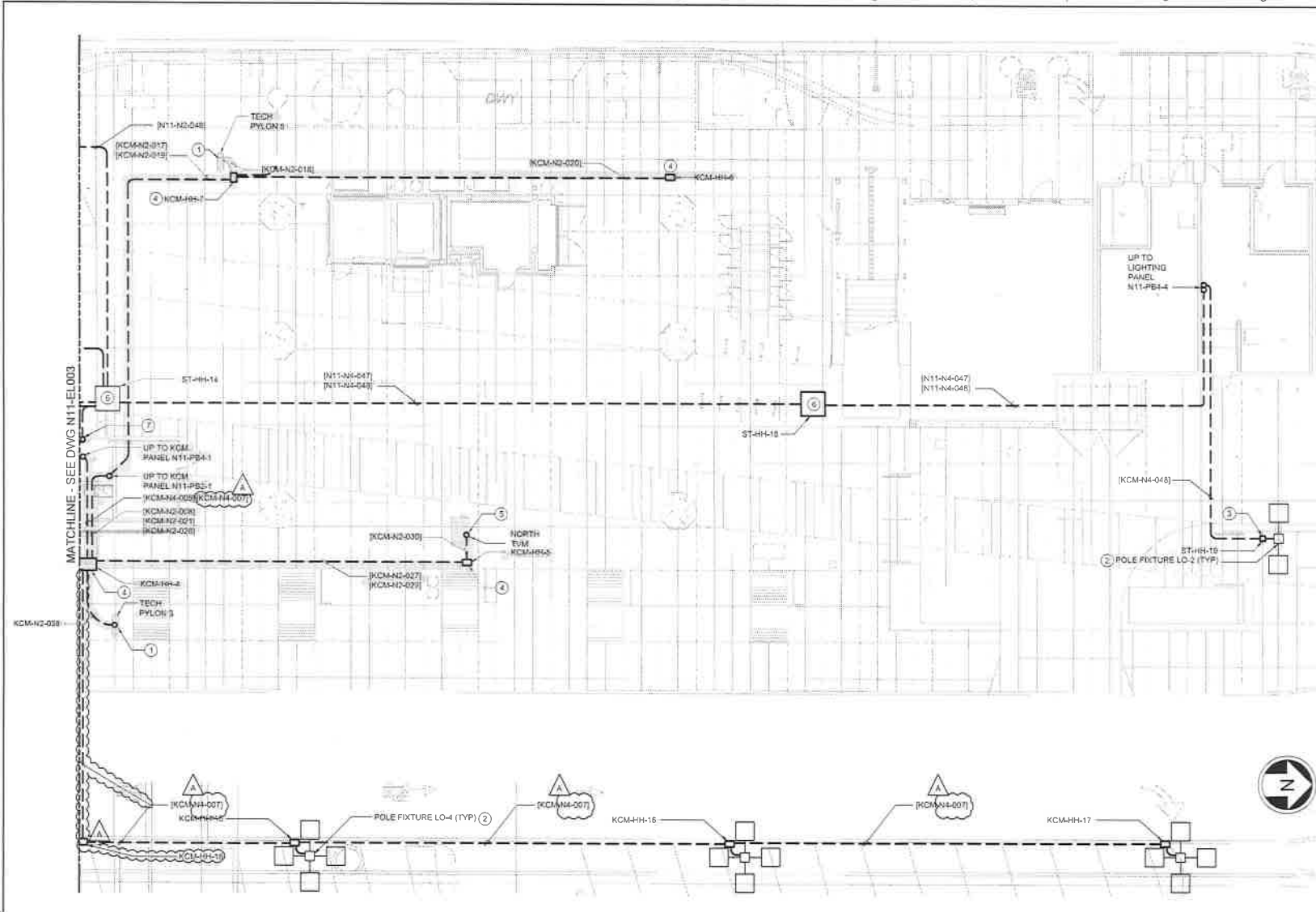
A B C D E F G H

DATE:
 7/25/16
 BY:
 D. DIATERLIB
 CHECKED:
 B. JONES
 APPROVED:
 T. ARNDEN
 DATE:
 8/25/16

NOTES:
 1. REFER TO LIGHTING FIXTURE SCHEDULES ON DRAWINGS N11-ED400 THROUGH N11-ED402.
 2. REFER TO LIGHTING CONTROL DIAGRAMS AND SCHEDULES ON DRAWINGS N11-ED410 THROUGH N11-ED412.
 3. REFER TO LIGHTING GENERAL NOTES ON DRAWING N11-ED405.

CONSTRUCTION NOTES:
 ① STUB CONDUIT UP INTO TECH PYLON. COORDINATE WITH COMMUNICATION CONDUIT ALSO STUBBING INTO EQUIPMENT.
 ② SEE DETAIL 1 ON N11-ED320 FOR POLE INSTALLATION.
 ③ SPLICE LIGHTING CIRCUIT TO POLE IN HAND HOLE. SEE DETAIL 1 ON DRAWING N11-ED320.
 ④ UTILITY VAULT 233LA OR EQUAL HAND HOLE. INSTALL PER DETAIL 2 ON DRAWING N11-ED323.
 ⑤ STUB UP TO TVM. COORDINATE WITH COMMUNICATION CONDUIT STUBBING UP INTO TVM.
 ⑥ UTILITY VAULT 444LA OR EQUAL. SEE DETAIL 1 ON DRAWING N11-ED327 FOR INSTALLATION DETAILS. NOT ALL CONDUITS IN THIS VAULT ARE SHOWN ON THIS PLAN.
 ⑦ UP TO STAIRWAY LIGHTING. SEE DETAIL ON DRAWING N11-ED328

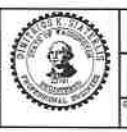
DATE	BY	REVISION



5/12

NO. 1								
NO. 2								
NO. 3								
NO. 4								
NO. 5								
NO. 6								
NO. 7								
NO. 8								
NO. 9								
NO. 10								

City of Seattle	Designed By: T. ARNDEN
Drawn By: B. HINER	Checked By: B. JONES
Approved By: D. DIATERLIB	
Printed On:	Material's Used:
Received:	Received In Bulk:
DATE:	DATE:



JACOBS ASSOCIATES
 Engineers/Consultants
ELCON ASSOCIATES, INC.
 ENGINEERS - CONSULTANTS



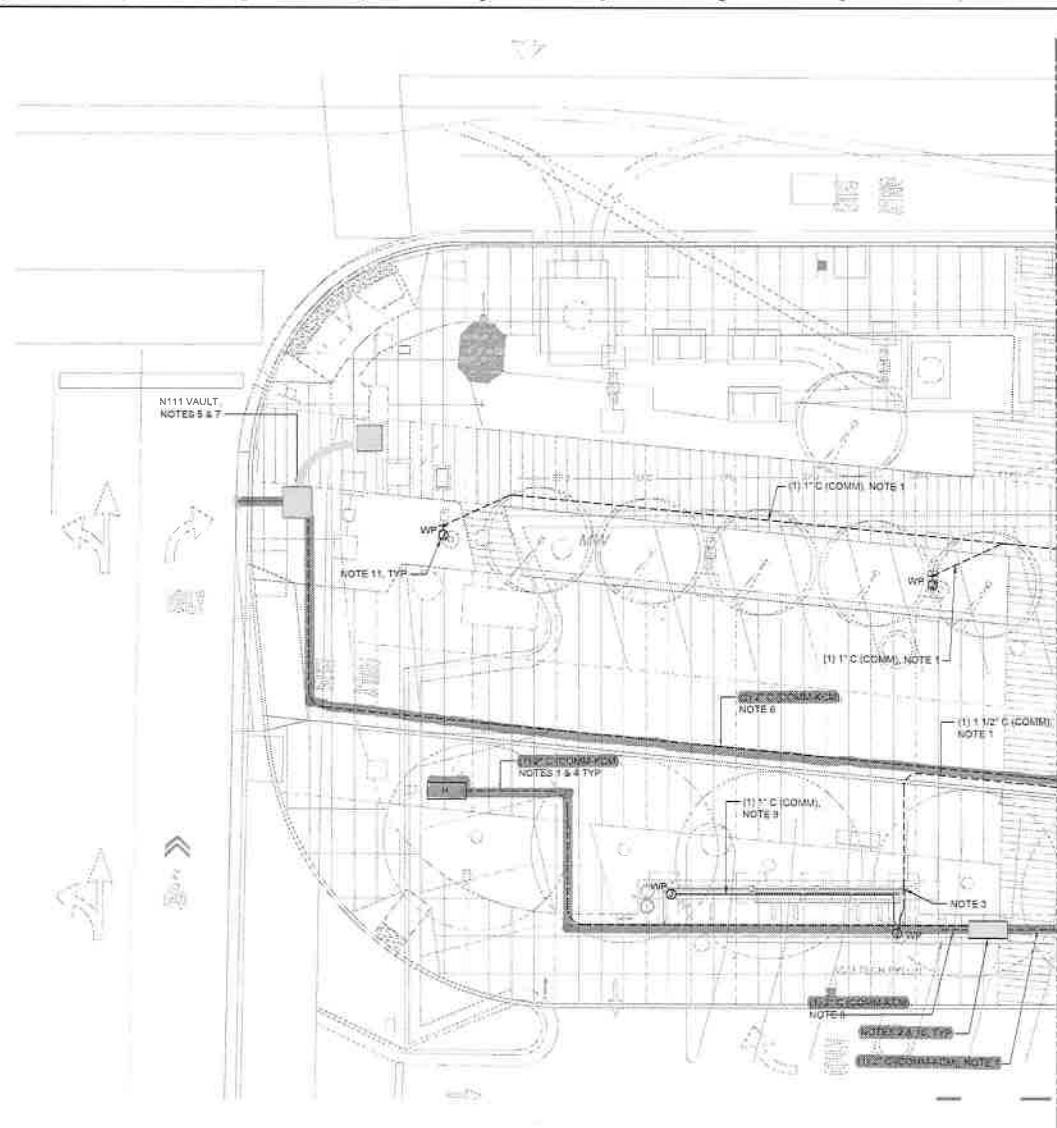
Scale:	1/8"=1'-0"
Filename:	KGD_N11_EL004.dwg
Contract No.:	N160
Date:	08/25/16

CONTRACT N160
NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE
LIGHTING SITE PLAN 3

Drawing No.:	N11-EL004
Sheet No.:	15/13
Rev No.:	A

Dwg No: N11
 Title: N111 VAULT
 Date: 08/25/16
 Author: J. LAMB
 Checker: D. DE LA CRUZ
 Designer: K. YOUNG
 Approver: R. ECKER
 Project: N111 VAULT

REVISION	DATE	BY	DESCRIPTION



MATCH LINE SEE DWG N11-JP002

- NOTES**
- CONDUITS / DUCTBANK SHOWN SHALL BE EMBEDDED APPROX. 2'-2" BELOW FINISHED GRADE AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 - 1'-10" X 4'-8" X 2'-4" COMM. HANDHOLE SIMILAR TO OLDCASTLE PRECAST UTILITY VAULT 25-TA OR EQUIVALENT.
 - UP TO BUS SHELTER CANOPY THROUGH STEEL POST.
 - MIN BENDING RADIUS FOR EMBEDDED STUB-UP / HORIZONTAL CONDUIT ELBOW RUN SHALL BE 18" FOR 1" CONDUIT, 22" FOR 1 1/2" CONDUIT, 27" FOR 2" CONDUIT, 30" FOR 3" CONDUIT & 36" FOR 4" CONDUIT.
 - SEE V141UC052 IN N111 CONTACT FOR LOCATION.
 - CONDUIT / DUCTBANK SHALL BE EMBEDDED MIN 30" BELOW FINISHED GRADE AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 - COORDINATE WITH N111 FOR TERMINATING CONDUITS AT VAULT.
 - CONDUIT TERMINATION REQUIREMENTS FOR KCM TECH. PYLON / KCM PARA TRANSIT KIOSK SHALL BE COORDINATED AND AGREED WITH KCM CIVIL DESIGN SUPERVISOR AT 206-477-5953.
 - PROVISIONS FOR CONDUIT RUNS INSIDE THE BUS SHELTER SEE N11-AD811 & N11-AD813 FOR DETAILS.
 - HANDHOLE FRAME & COVER SHALL BE BONDED TO A 3/4" DIA X 10' L GROUND ROD WITH A 4 AWG GROUND CABLE INSIDE.
 - THE LIGHT POLE SHALL BE EQUIPPED WITH A FLUSH MOUNTED NEMA 4X OUTLET BOX AND ASSOCIATED CONDUIT RUN INSIDE FOR CCTV CAMERA.



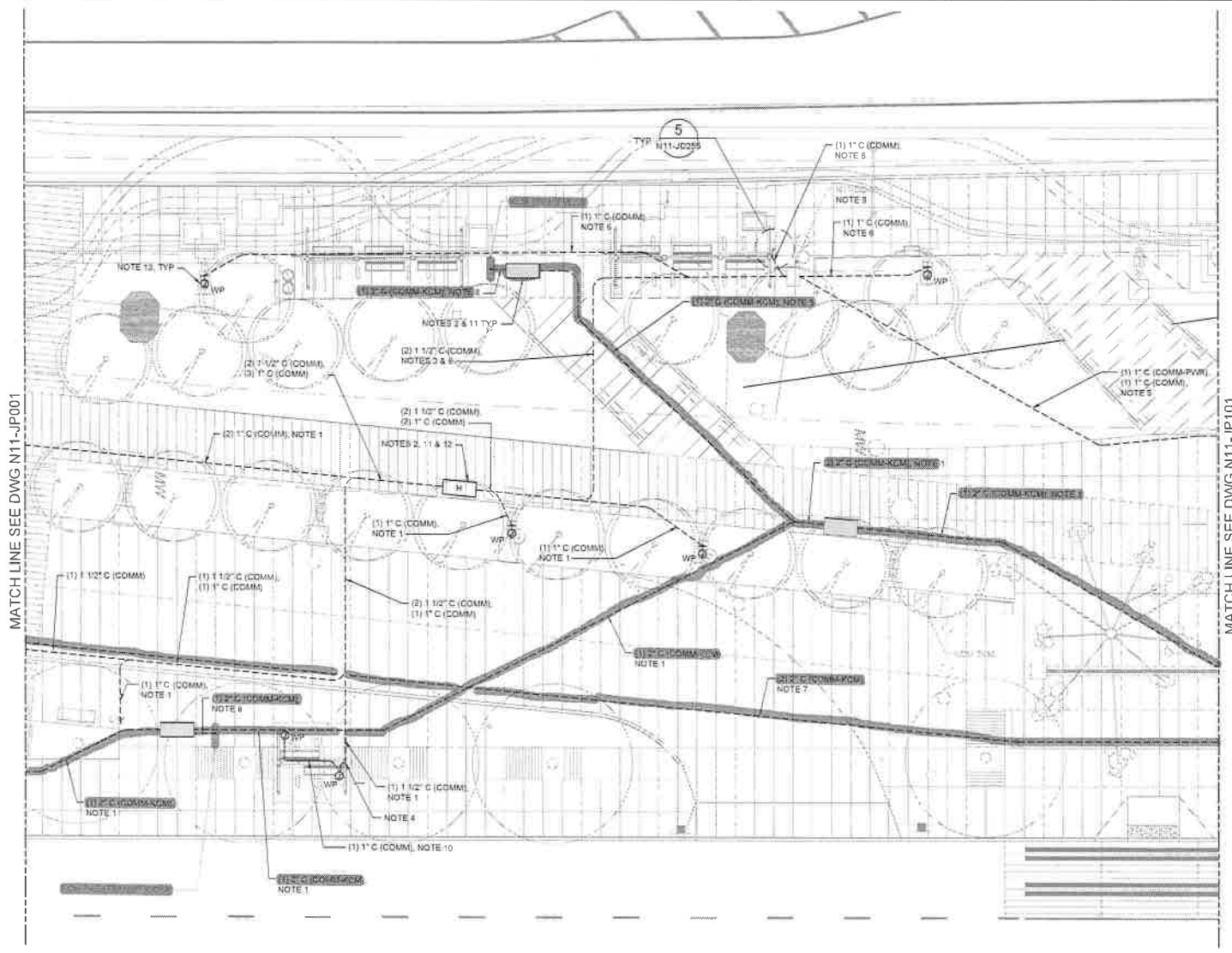
9/12

City of Seattle		Designed By: K. YOUNG Drawn By: D. DE LA CRUZ Checked By: R. ECKER Approved By: L. MACK				Scale: 1/8"=1'-0" Filename: N60_N11_JP001.dwg Contract No: N160 Date: 08/25/16	CONTRACT N160 NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE COMMUNICATION CONDUIT FLOOR PLAN SURFACE LEVEL SOUTH	Drawing No: N11-JP001 Sheet No: 1625 Rev No: 0
-----------------	--	--	--	--	--	---	--	--

Rev	Date	By	App	Reason
0	08/25/16			ISSUED FOR CONSTRUCTION

A B C D E F G H

DATE PLOT:
 LSCALE
 PLOT BY:
 CHECKED BY:
 APPROVED BY:
 DATE PLOT: 08/25/16
 PLOT SCALE: 1/8"=1'-0"



- NOTES**
1. CONDUITS / DUCTBANK SHALL BE EMBEDDED APPROX. 2'-2" BELOW FINISHED GRADE AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 2. 1'-10" X 4'-9" X 2'-4" COMM. HANDHOLE SIMILAR TO OLDCASTLE PRECAST UTILITY VAULT 25-TA OR EQUIVALENT.
 3. CONDUITS / DUCTBANK SHALL BE BURIED BELOW THE STEEL CULVERT AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 4. UP TO BUS SHELTER CANOPY THROUGH STEEL POST.
 5. CONDUITS / DUCTBANK SHALL BE EMBEDDED MIN. 18" BELOW FINISHED GRADE AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" BETWEEN CONDUITS.
 6. MIN BENDING RADIUS FOR EMBEDDED STUB-UP / HORIZONTAL CONDUIT ELBOW RUN SHALL BE 18" FOR 1" CONDUIT, 22" FOR 1 1/2" CONDUIT, 27" FOR 2" CONDUIT, 30" FOR 3" CONDUIT & 34" FOR 4" CONDUIT.
 7. CONDUIT / DUCTBANK SHALL BE EMBEDDED MIN. 30" BELOW FINISHED GRADE AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 8. CONDUIT TERMINATION REQUIREMENTS FOR KCM TECH Pylon / XCM PARA TRANSIT HOOK SHALL BE COORDINATED AND AGREED WITH KCM CIVIL DESIGN SUPERVISOR AT 206-477-5953.
 9. SEE 2IN11-JD352 FOR DETAILS.
 10. PROVISIONS FOR CONDUIT RUNS INSIDE THE BUS SHELTER SEE N11-AD811 FOR DETAILS.
 11. HANDHOLE FRAME & COVER SHALL BE BONDED TO A 3/4" DIA X 16' L GROUND ROD WITH A C4 AWG GROUND CABLE INSIDE.
 12. PROVIDE INSCRIPTION ON LID WITH 1 1/4" HIGH LETTERS STATING "SOUND TRANSIT SC / ELECTRICAL".
 13. THE LIGHT POLE SHALL BE EQUIPPED WITH A FLUSH MOUNTED NEMA 4X OUTLET BOX AND ASSOCIATED CONDUIT RUN INSIDE FOR CCTV CAMERA.

MATCH LINE SEE DWG N11-JP001

MATCH LINE SEE DWG N11-JP101

PROJECT INFORMATION	DATE PLOT: 08/25/16
DATE PLOT: 08/25/16	PLOT SCALE: 1/8"=1'-0"



City of Seattle		Designed By: K. YOUNG		LTK LTK Engineering Services		Scale: 1/8"=1'-0"	CONTRACT N160 NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE COMMUNICATION CONDUIT FLOOR PLAN SURFACE LEVEL SOUTH	Drawing No.: N11-JP002
Work Order No.: Permit No.: Inspector's Book: Based on: Revised As Built:	Drawn By: D. DE LA CRUZ Checked By: R. EACKER Approved By: L. MACK	Submitted: I. LAMB Date: 08/25/16 Reviewed: R. NICHOLS Date: 08/25/16				Filename: N60_N11_JP002.dwg Contract No.: N160 Date: 08/25/16		Sheet No.: 1626 Rev. No.: 0
ISSUED FOR CONSTRUCTION								

A B C D E F G H

- NOTES**
- COORDINATE WITH N111 FOR TERMINATING CONDUITS AT VAULT.
 - CONDUITS / DUCTBANK SHOWN SHALL BE ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 - CONDUITS / DUCTBANK SHOWN SHALL BE BURIED MIN. 18" BELOW FINISHED GRADE UNO.
 - CONDUITS / DUCTBANK SHOWN SHALL BE BURIED MIN. 3'-0" BELOW FINISHED GRADE.
 - HAND HOLE FRAME & COVER SHALL BE BONDED TO A 3/4" DIA 1/10" L GND ROD WITH A 4 AWG GND CABLE INSIDE.
 - CONDUITS / DUCTBANK SHALL BE EMBEDDED APPROX. 2'-3" BELOW FINISHED GRADE AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 - 1'-10" X 4'-8" X 2'-4" COMM. HANDHOLE SIMILAR TO OLD CASTLE PRECAST UTILITY VAULT 25-TA OR EQUIVALENT.
 - MINIMUM BENDING RADIUS FOR STUB-UP / HORIZONTAL CONDUIT RUN ELBOW SHALL BE 18" FOR 1" CONDUIT; 22" FOR 1 1/2" CONDUIT; 27" FOR 2" CONDUIT; 30" FOR 3" CONDUIT AND 36" FOR 4" CONDUIT.
 - 4" x 4" x 4" NEMA 4X JB SHALL BE FLUSH-MOUNTED 7'-0" AFF WITH TAMPER-PROOF COVER SCREWS.
 - CONDUIT TERMINATION REQUIREMENTS FOR KCM TECH, PYLON KCM / PARA TRANSIT KIOSK SHALL BE COORDINATED AND AGREED WITH KCM CIVIL DESIGN SUPERVISOR AT 206-477-5953.
 - 6" 1/8" L6" NEMA 3R WALL-MTD PB WITH DIVIDER / BARRIER TO SEPARATE POWER & COMM WIRING INSIDE COORDINATE WITH ACCESS PANEL WORKS FOR LOCATION.
 - THE LIGHT POLE SHALL BE EQUIPPED WITH A FLUSH-MTD NEMA 4X OUTLET BOX AND ASSOCIATED CONDUIT RUN INSIDE FOR CCTV CAMERA.

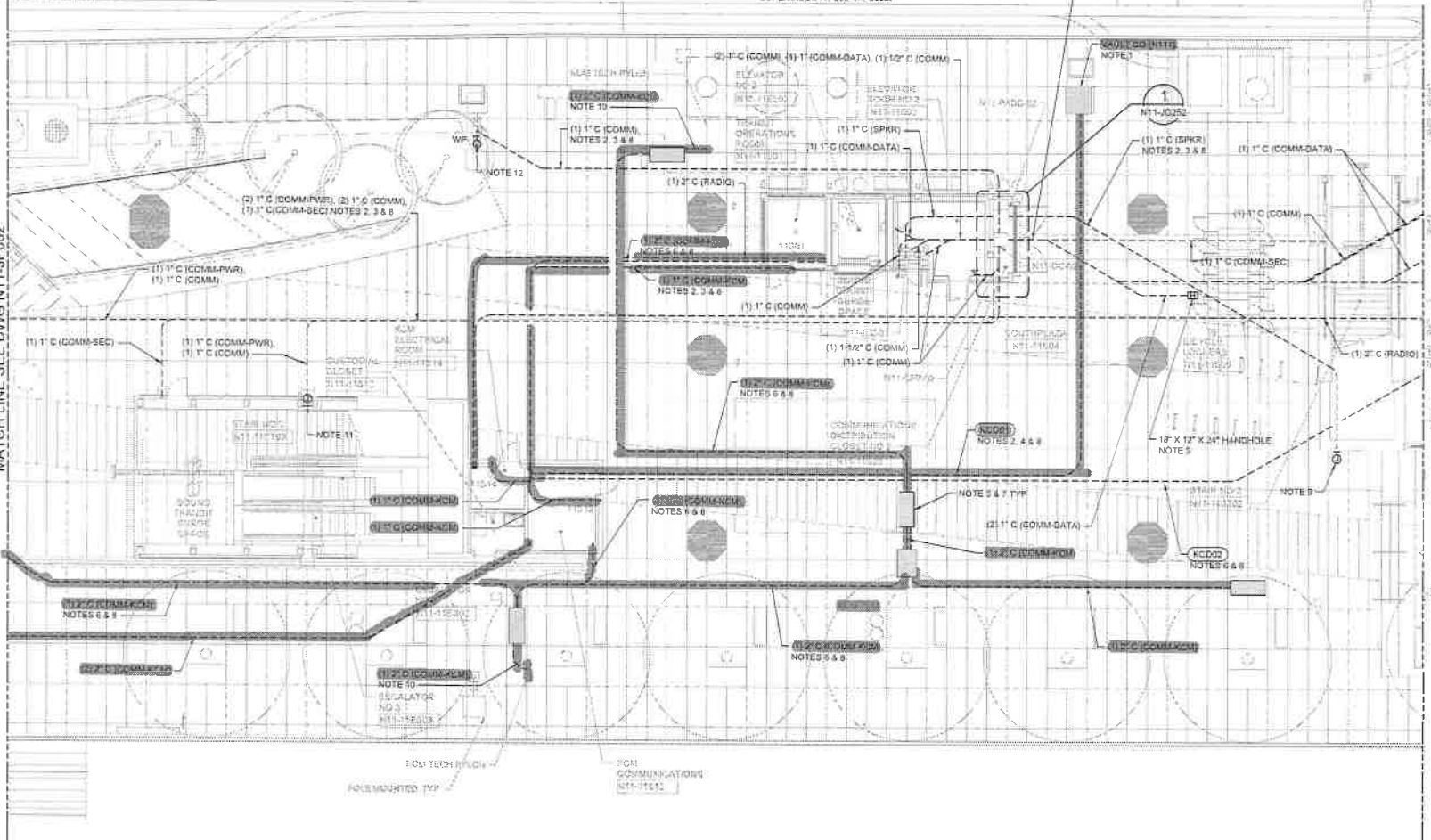
1ST AVENUE NE

MATCH LINE SEE DWG N11-JP002

MATCH LINE SEE DWG N11-JP102

- CONTRACT
- DATE
- SCALE
- PROJECT
- DATE
- SCALE
- PROJECT
- DATE
- SCALE
- PROJECT
- DATE
- SCALE
- PROJECT
- DATE
- SCALE
- PROJECT

DATE	SCALE	PROJECT



11/12

NO.	DATE	REV.	DESCRIPTION
0	08/25/16		ISSUED FOR CONSTRUCTION

City of Seattle		Designed By: K. YOUNG
Drawn By: D. DE LA CRUZ	Checked By: R. BACKER	Approved By: L. STACK
Project No:	Revision:	Date: 08/25/16

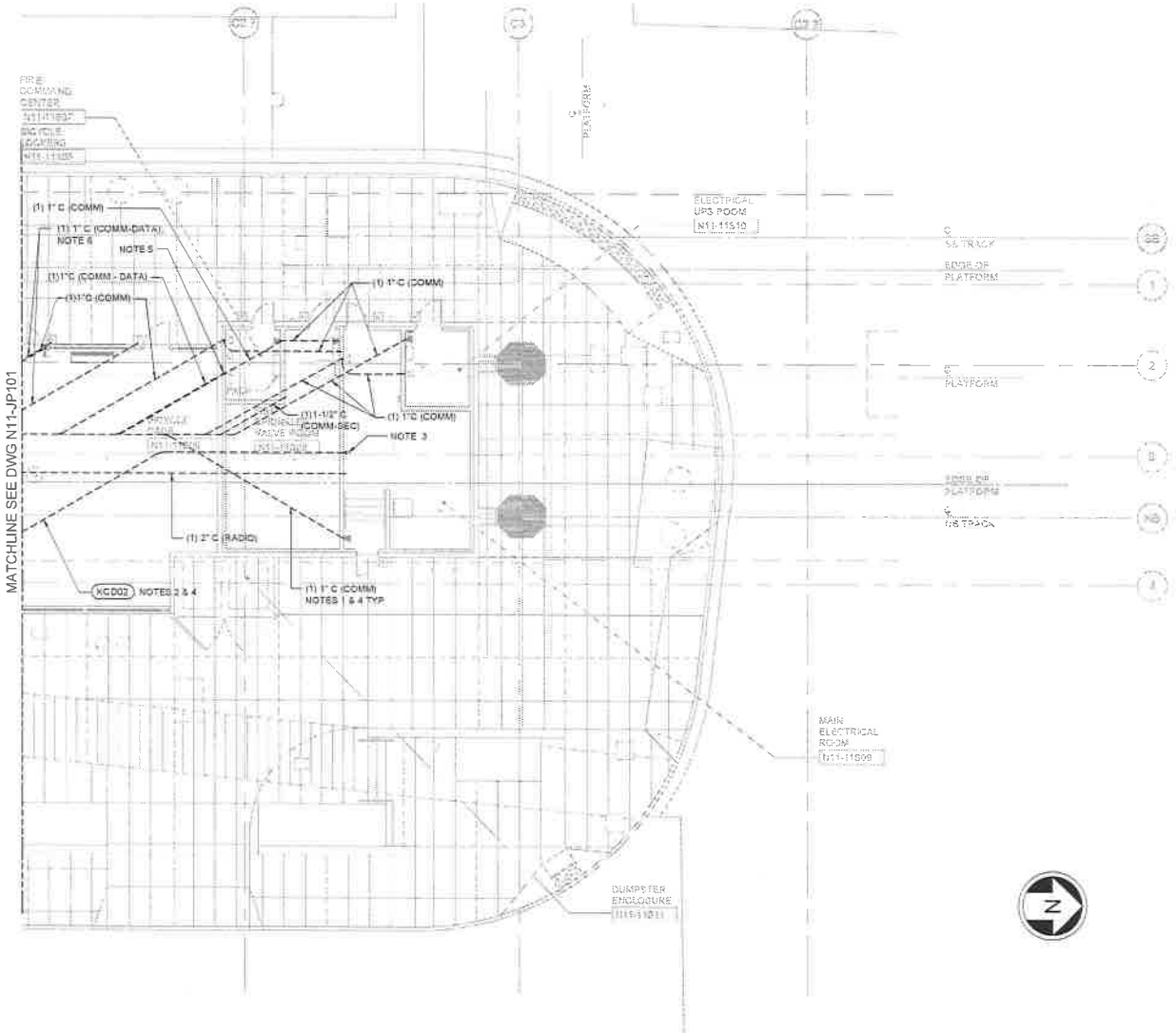


LTK LTK Engineering Services	SOUNDTRANST
Submitted: L. LAMB	Date: 08/25/16
Revised: R. NICHOLS	Date: 08/25/16

Scale: 1/8"=1'-0"	Contract No: N180	Date: 08/25/16
Contractor: NBD_N11_JP101.dwg	Contractor: N180	Date: 08/25/16
CONTRACT N160	NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE	SYSTEMS EMBEDDED CONDUIT FLOOR PLAN SURFACE LEVEL SOUTH
Drawing No: N11-JP101	Sheet No: 1627	Page No: 0

A B C D E F G H

DATE: 08/25/16
 SCALE: 1/8"=1'-0"
 APPR: [Signature]
 CHECK: [Signature]
 DESIGNED BY: E. YOUNG
 DRAWN BY: O. DE LA CRUZ
 CHECKED BY: R. SACKER
 APPROVED BY: L. MACK



- NOTES:**
1. CONDUITS / DUCTBANK SHOWN SHALL BE BURIED MIN. 18" BELOW FINISHED FLOOR IF THICKNESS OF FLOOR SLAB IS 1" OR LESS AND SHALL BE ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 2. CONDUITS / DUCTBANK SHALL BE EMBEDDED APPROX. 2-3" BELOW FINISHED GRADE AND ENCASED IN CONCRETE WITH MIN. 3" COVER ALL AROUND AND MIN. 1" GAP BETWEEN CONDUITS.
 3. UP CONT. SEE DWG N11-JP112
 4. MIN. BENDING RADIUS FOR STUB-UP / HORIZONTAL CONDUIT RUN ELBOW SHALL BE 18" FOR 1" CONDUIT; 22" FOR 1 1/2" CONDUIT; 27" FOR 2" CONDUIT; 35" FOR 3" CONDUIT AND 35" FOR 4" CONDUIT.
 5. FLUSH WALL MOUNTED OUTLET BOX SHALL BE MOUNTED 9" ABOVE THE TOP OF COUNTER.
 6. COORDINATE WITH ARCH LAYOUT FOR FINAL CONDUIT TERMINATION REQUIREMENTS.

REVISION	DATE	BY	DESCRIPTION

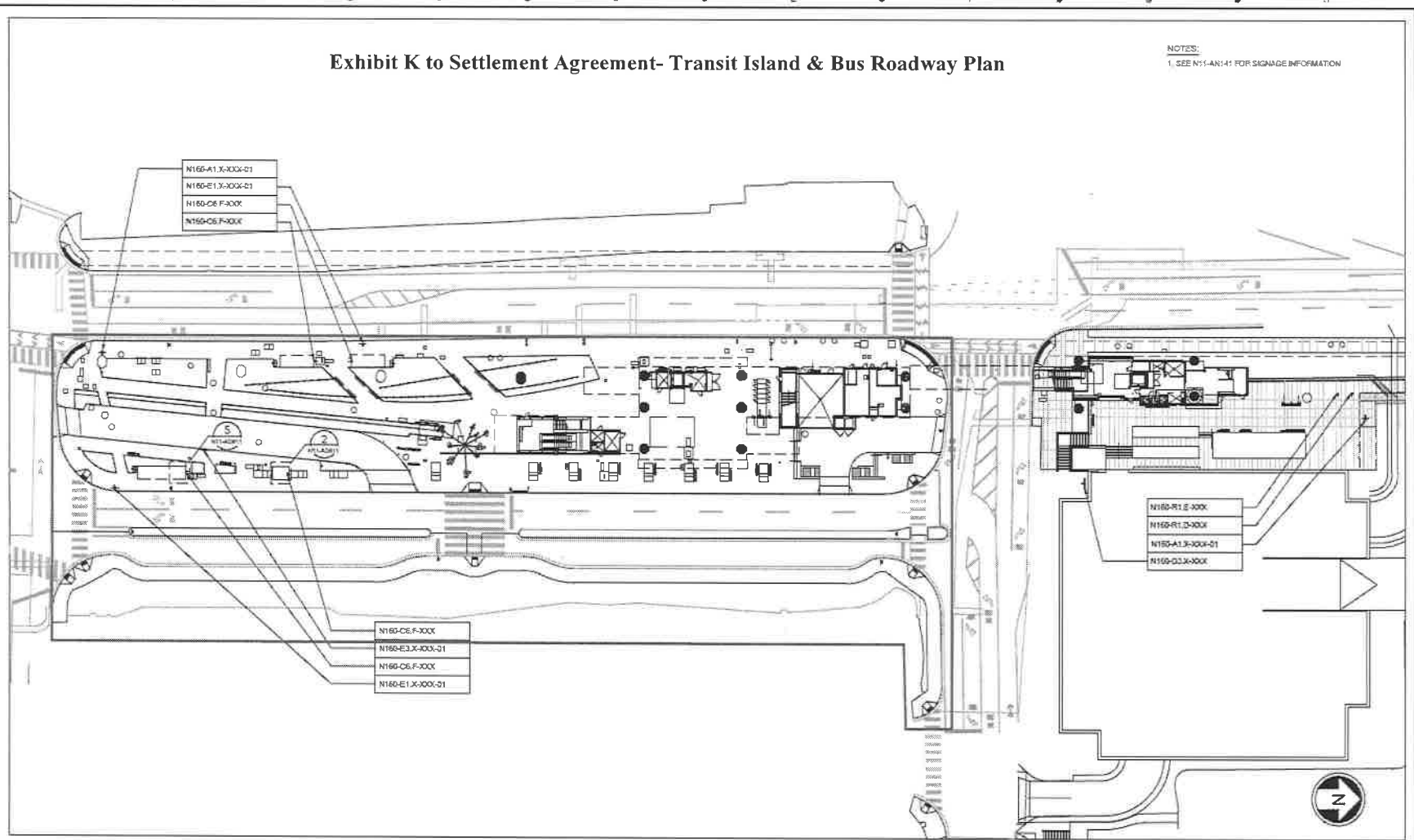


12/12

		Designed By: E. YOUNG Drawn By: O. DE LA CRUZ Checked By: R. SACKER Approved By: L. MACK		Scale: 1/8"=1'-0" Filename: N60_N11_JP102.dwg Contract No: N160	CONTRACT N160 NORTHGATE STATION, ELEVATED GUIDEWAY, AND PARKING GARAGE SYSTEMS EMBEDDED CONDUIT FLOOR PLAN SURFACE LEVEL CENTRAL	Drawing No: N11-JP102 Sheet No: 1629 Rev No: 0
08/25/16 ISSUED FOR CONSTRUCTION	08/25/16 L. MACK	08/25/16 R. NICHOLS	08/25/16	08/25/16	08/25/16	08/25/16

Exhibit K to Settlement Agreement- Transit Island & Bus Roadway Plan

NOTES:
1. SEE N11-AN141 FOR SIGNAGE INFORMATION



PROJECT NO. N11-AS000
 SHEET NO. 938
 DATE 02/14/14
 DRAWN BY M. WYLLIE
 CHECKED BY L. EPHREU
 APPROVED BY G. HEWITT
 CONTRACT N160
 NORTHGATE STATION & ELEVATED GUIDEWAY
 SITE PLAN ARCHITECTURAL OVERALL
 SHEET NO. 938
 DATE 02/14/14

City of Seattle

Drawn By: M. WYLLIE
 Checked By: L. EPHREU
 Approved By: G. HEWITT

HEWITT
 ARCHITECTS
 90% SUBMITTAL

HEWITT

SOUND TRANSIT

Scale: 1"=100'
 Filename: N11-AS000.dwg
 Contract No.: N160

CONTRACT N160
 NORTHGATE STATION & ELEVATED GUIDEWAY

SITE PLAN
 ARCHITECTURAL
 OVERALL

Drawing No. N11-AS000
 Sheet No. 938
 Rev No. 0

EXHIBIT L to the Settlement Agreement -

Good Neighbor Policy

Background

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

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

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

Guiding Principles

Guiding principles have included developing an approach that is:

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

Park-and-Rides, Hubs, Transit Centers

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

Sounder and Link Stations

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

Major multi-modal Stations (Tacoma Dome and Everett)

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

Replacement/Expansion Facilities

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

Bus maintenance facilities/Operating Bases

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

ATTACHMENT 2

**GOOD NEIGHBOR POLICY
COMPARISON OF FACILITIES AND COST SHARE ALLOCATIONS**

FACILITIES	USERS	COST SHARE ALLOCATIONS
SOUND TRANSIT FACILITIES		
Overlake Transit Center	ST, KCM, GRTMA, Microsoft	<ul style="list-style-type: none"> • Microsoft Corporation - 100% of landscaping costs for site; 100% of ongoing costs for the Shuttle Operations Building. • Rider Services Building - Users pay proportionate share. • ST pays balance of ongoing facilities costs.
South Hill Park-and-Ride Lot	ST, PT	ST - 100%
DuPont Station/Park-and-Ride Lot	ST	ST - 100%
EXPANSION FACILITIES		
Bellevue Transit Center	KCM, ST	King County pays costs at historical level; Sound Transit pays incremental costs.
Lynnwood Transit Center	CT, KCM, ¹ ST	Community Transit pays costs at historical level; Sound Transit pays incremental costs.
MULTI-MODAL STATIONS		
Everett Station	CT, ET, ST, Amtrak, Greyhound, Trailways	Users pay proportionate share.
Tacoma Dome Station	PT, ST, IT, Greyhound	Users pay proportionate share.
SOUNDER STATIONS		
Puyallup Station	ST, PT	ST - 100%
Sumner Station	ST, PT	City of Sumner pays proportionate share of costs for the on-site public restroom; ST pays balance.
Auburn Station and Garage	ST, KCM	<ul style="list-style-type: none"> • Station: ST - 100% • Garage: Users pay proportionate share; City - 100% of commercial tenant space on first floor.
Kent Station and Garage	ST, KCM	<ul style="list-style-type: none"> • Station: ST - 100% • Garage: ST - baseline costs; City of Kent - incremental costs above baseline for space for non-transit use.
King Street Station	ST, KCM, CT, Amtrak	Amtrak - 100%
Tukwila Station	ST, KCM, Amtrak	ST - 100%

Key:

Transit agencies: CT-Community Transit, ET-Everett Transit, IT- Intercity Transit, KCM-King County Metro, PT-Pierce Transit, ST-Sound Transit. Other: GRTMA-Greater Redmond Transportation Management Association

¹ As of the September 2003 service change, KCM will no longer use LTC.

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

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

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

Northgate Transit Center

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

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

Annual costs shown are in 2016 dollars.

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

- D. If in the future the Bureau of Labor Statistics or its successor agency utilizes a different or updated base period to calculate the CPI-U Seattle, or reports the CPI-U Seattle data in a month other than February, then the Parties shall utilize that data series and reporting interval.
- E. If the Bureau of Labor Statistics or its successor discontinues the CPI-U Seattle data series then the Parties shall negotiate in good faith to identify a replacement data source by which to measure inflation and to calculate any increase or decrease in King County's contribution, and the Parties shall identify that replacement data source in a writing to be attached to this Exhibit L-1.

F. Cost Clarifications

1. The costs shown do not include the bus roadway pavement or buildings, such as transit operator comfort stations and vendor building.
2. The labor costs shown include all maintenance, including, but not limited to, electrical repairs, pressure washing, landscaping, passenger loading island pavement maintenance, graffiti removal, and signage.
3. The material costs shown include all parts and supplies, including, but not limited to, paint, cleaning materials, electrical parts, and solvents.
4. Electricity is excluded from the analysis since rooms for King County Metro Transit (KCMT) dedicated uses will have a separate, dedicated KCMT electrical meter.

EXHIBIT M-1 to the Settlement Agreement -

Estoppel Certificate

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

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

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

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

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

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

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

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

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

received all initial payments due under the Lease, and Landlord claims no outstanding financial payments are due and owing from King County as of ____.

(f) The annual fee for operations and maintenance adjusted for inflation is \$ ____ as of ____, and King County has paid and Landlord has received such fee as of ____.

(g) The address for notices to be sent to Landlord is accurately set forth in the Lease;

(h) No event has occurred which does presently, or would with the passage of time, the giving of notice, or the expiration of a period of grace, constitute a default by either party under the Lease, give rise to a right of termination of the Lease by either party, or and neither party has provided a notice of termination for convenience to the other.

DATED as of the day and year first above written.

OWNER: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority

By _____

Name: _____

Its _____

TENANT: KING COUNTY, a political subdivision of the State of Washington

By _____

Name: _____

Its _____

LANDLORD: NORTHGATE MALL PARTNERSHIP, a Delaware general partnership

By _____

Name _____

Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

EXHIBIT A

Legal Description of the Land

A certain tract of land situated in the City of _____,
County, Washington and more particularly described as follows:

EXHIBIT B

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

1. _____, dated _____
2. _____

Exhibit M-2 to the Settlement Agreement -
Northgate Mall Garage - Simon Lease

15473

Northgate Mall King County Parking Lease

REVISED 3-27-06.doc

Lease # _____

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated June 1, 2006 (for reference purposes only), is made by and between NORTHGATE MALL PARTNERSHIP, a Delaware general partnership (hereinafter called Lessor) and King County, a political subdivision of the State of Washington (hereinafter called Lessee):

WITNESSETH:

1. **Premises:** Lessor does hereby agree to lease to Lessee, upon the following terms and conditions, 280 parking stalls as described herein and depicted on the attached site plan dated March 9, 2006, attached as Exhibit A and incorporated herein by reference, hereinafter called the "Premises", located on the top two floors of a new parking garage to be constructed by Lessor, hereinafter called the "Garage", which is located on a portion of real property in Seattle, Washington, which real property is also depicted in Exhibit A and incorporated herein by reference.

2. **Term:** The term of this lease shall be for Twenty (20) years, commencing on the 1st day of the month following delivery of possession of the entire Premises ("Commencement Date"), provided, in no event shall delivery occur later than June 1, 2007, subject to force majeure and timely processing and issuance of permits by the City of Seattle. Lessee shall have the right to extend the lease for two (2) additional ten year periods. Lessee must deliver written notice to Lessor of its election to exercise its extension right within 120 days of the termination of the initial lease term or the extended lease term.

3. **Preparation of Premises and Delivery of Possession:** Prior to the commencement of the term hereof, Lessor shall arrange for construction of the Garage pursuant to the construction plans set forth in Exhibit B attached hereto or as otherwise agreed to by the parties in writing. The Premises shall be deemed completed and Premises delivered on the date these improvements are completed in accordance with Exhibit B and open for public use.

4. **Initial Payment and Rent:**

4.1. Lessee covenants and agrees to pay Lessor, at Lessor's address, without deduction or offset, in the first year of the lease term the following:

a. The first installment of an initial payment in the amount of One Million, Two Hundred Twenty Seven Thousand Five Hundred Dollars (\$1,227,500) within 30 days of receiving notice from Lessor of completion of 50% of construction activity;

Northgate Transit Center / Park & Ride Leases
Lease Agreement #16473
Folder # 1872 Doc # 1
Doc ID R3441872D1



15473

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

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

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

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

Year six through Year ten - \$110,000

Year eleven through Year fifteen - \$120,000

Year sixteen through Year twenty - \$130,000

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

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

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

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

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

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

15473

The Garage also shall include a wheelchair accessible elevator near the sky-bridge on the north side of the Garage.

6. Utilities: The Lessor shall provide for, at its sole expense, all required utilities.

7. Maintenance, repairs, security and enforcement: Lessor shall be solely responsible for the maintenance, repair, operation and security of the Premises and the Garage in which they are contained. The Garage and the Premises shall be maintained by Lessor as a safe, secure, well-maintained and functional "first-class" retail parking facility. The Lessor shall also be responsible for ensuring that the Premises is used only by Lessee and its customers between the hours of 5 a.m. and 9 a.m. and to taking any enforcement measures necessary to ensure such exclusive use. The Lessee shall pay a set annual fee to Lessor for operation and maintenance of the Premises. This fee shall be \$44,780 per year, due on the first anniversary of the Commencement Date, and each anniversary date thereafter, for all inclusive operating and maintenance costs and shall be increased annually by CPI (same as \$240/stall/year times 25% of garage capacity, 186.25stalls) and shall also constitute Additional Rent herein.

The CPI referred to herein shall be the Consumer Price Index for Seattle-Tacoma-Bremerton for All Urban Consumers (1982-84=100) published by the United States Department of Labor's Bureau of Labor Statistics ("CPI") for which the first full calendar month of the lease term shall be the "Base Index". The CPI for each year referred to in this section shall be the "Adjustment Index" to compute maintenance fee adjustments to commence with each said year. If the applicable Adjustment Index has increased over the Base Index, then the maintenance fee payable under this Lease for that year shall be the maintenance fee set forth in this paragraph multiplied by a fraction, the numerator of which is the appropriate Adjustment Index and denominator of which is the Base Index. If, during the Lease Term, the maintenance fee payable under this paragraph is changed by an amendment to this Lease, said maintenance fee payable pursuant to the latest Lease amendment shall be the maintenance fee which is adjusted by the formula set forth in this paragraph. If any index is calculated from a base different from the base period 1982-84=100, such index shall be converted to a base period of 1982-84=100 by use of a conversion factor supplied by said Bureau of Labor Statistics. If the CPI is discontinued or replaced during the term of this Lease, such other governmental Cost of Living Index or computation which replaces the CPI, as agreed upon by the Lessor and Lessee, shall be used in order to obtain substantially the same result as would be obtained if the CPI had not been discontinued or replaced.

8. Signs: Lessor shall install and maintain interior and exterior signs provided by Lessee, subject to mutual agreement of the parties, to designate the spaces available for use by Lessee's patrons and provide direction thereto. Prior to delivery of the Premises, Lessee shall install those signs Lessee provides with sufficient lead time to allow for timely installation.

9. Indemnity and Hold Harmless: Lessor and Lessee mutually agree that in any and all causes of action and/or claims, or third party claims, arising under the terms, activities, use and/or operations of this Lease, including the Premises, a party shall be responsible to the other only to the extent of its comparative fault in causing alleged damages or injuries. Each party agrees to indemnify the other to the extent of the indemnitor's and indemnitee's proportional share.

15473

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

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

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

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

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

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

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

11.5. Breach.

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

15473

breaching party or such longer period, up to sixty (60) days, as may be reasonably required, to diligently complete a cure commenced within that thirty (30) day period and being diligently and continuously pursued by the breaching party.

- c. Excluding the election of remedies set forth in Section 11.3 above, the remedies for breach set forth in 11.5.a. and 11.5.b. above are not exclusive, and Lessor or Lessee may pursue all rights they may have at law or in equity in addition to and notwithstanding such provisions.

11.6. Termination Process. Unless otherwise specified in this Lease, prior written notice of termination shall be delivered by certified mail, return receipt requested, and shall be effective upon receipt of such notice, as evidenced by the return receipt. Upon such termination, Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee for any period after termination, except that initial payments, other than rent or Additional Rent, due for the first year of the Lease shall not be reimbursed or refunded in whole or in part except pursuant to Sections 11.3 and 11.4.

12. Subletting and Assignment: Lessee shall not sublet the whole or any part of the Premises, nor assign this lease or any interest thereof, without the prior written consent of the Lessor, which consent may be granted or withheld in Lessor's sole and absolute discretion.

13. Prevailing Wage: All contractors and subcontractors employed on construction of the Garage shall pay the prevailing rate of wages as defined in Chapter 39.12 of the Revised Code of Washington.

14. Lien: Lessor and Lessee shall keep the Premises and the Garage free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee or Lessor.

15. Hazardous Substances:

15.1 Lessor and Lessee mutually agree that no generation, use, release, handling, transportation, treatment or storage of hazardous substances (Hazardous Substances) exist on the Premises, except as may be contained in solvents, paints, cleaners and other chemical agents, compounds or products used in the normal course of construction, maintenance, repair and operation of the Garage and the immediate environs ("Normal Use Substances"). Except for Normal Use Substances, Lessor acknowledges and fully discloses that the Premises contain no Hazardous Substances as defined by applicable law. Upon the execution of this lease, if Lessor or Lessee subsequently discovers the existence of Hazardous Substances on the Premises, Lessor and Lessee shall disclose to each other this material fact and act within full compliance of all applicable laws, regulations and safety practices governing Hazardous Substances. Lessor and Lessee further mutually agree that in any and all causes of action and/or claims, or third-party claims, arising under the terms, activities, use and/or operations of this lease, each party shall be responsible, to the extent of each other's comparative fault in causing the alleged damages or injuries. Notwithstanding Section 9 (above), each party agrees to indemnify, defend and hold harmless Lessor or Lessee, its appointed and elected officials, employees, from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees, asserted against Lessor or Lessee by a third party, including without limitation, any agency or instrumentality of the federal government, state or local

15473

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

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

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

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

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

15473

18. Surrender of Premises: At the end of the term of this lease or any extension thereof or other sooner termination of this lease, Lessee will peaceably deliver up to Lessor possession of the Premises.

19. Costs and Attorney's Fees: If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this lease will be in the county in which the Premises are situated.

20. Subordination: If a lender requires that this lease be subordinated to any encumbrance now of record or any encumbrance recorded after the date of this lease, this lease shall be subordinated to that encumbrance, if Lessor first obtains from the lender a written agreement that provides substantially the following:

20.1 As long as Lessee is not in default under this lease, no foreclosure of, deed given in lieu of foreclosure of, or sale under the encumbrance, and no steps or procedures taken under the encumbrance, shall affect Lessee's rights under this lease.

20.2 The provisions in this lease concerning the disposition of insurance proceeds on destruction of the Premises, and the provisions in this lease concerning the disposition of any condemnation award shall prevail over any conflicting provisions in the encumbrance.

20.3 Lessee shall attend to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed given in lieu of foreclosure.

20.4 Lessee shall execute the written agreement and any other documents required by the lender to accomplish the purposes of this paragraph.

21. Successors and Assigns: All of the agreements, conditions and provisions of this lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Lessor and Lessee.

22. Anti-Discrimination: In all services or activities, and all hiring or employment made possible by or resulting from this lease, there shall be no discrimination against any employee or applicant for employment because of sex, age (except minimum age and retirement provisions), race, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Lessor shall not violate any of the terms of R.C.W. 49.60, Title VII of the Civil Rights Act of 1964 or King County Code 12.16.020. Any proven violation of this provision shall be considered a violation of a material provision of this lease and shall be grounds for cancellation, termination, or suspension, in whole or in part, of the lease and may result in ineligibility for further agreements. The Lessor will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

15473

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

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

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

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

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

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

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

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

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

15473

28. Entire Agreement: This lease contains all covenants and agreements between Lessor and Lessee relating in any manner to the leasing, occupancy and use of the Premises and Lessee's use of the Garage and other matters set forth in this lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this lease shall not be altered, modified or added to except in writing signed by Lessor and Lessee.

29. Interpretation - State Law: The titles to paragraphs of this lease are for convenience only and shall have no effect upon the construction or interpretation of any part hereof. This lease shall be governed by the laws of the State of Washington.

30. Severability: The unenforceability, invalidity, or illegality of any provision of this lease shall not render the other provisions unenforceable, invalid or void.

31. Addenda: Any addendum consistent with the terms of this lease, attached hereto and either signed or initialed by the Lessor and Lessee shall be deemed a part hereof.

32. Counterparts: This lease may be executed in several counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement.

15473

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

LESSOR:

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

By: _____
David Simon
Chief Executive Officer

Date: _____

LESSEE:

King County, Washington

By: Harold Taniguchi
Harold Taniguchi, Director
Department of Transportation
Date: 5/30/06

APPROVED AS TO FORM ONLY:

By: Scott Johnson
Senior Deputy Prosecuting Attorney
Date: 5/31/06

KING COUNTY (Dept. Name)

By: _____

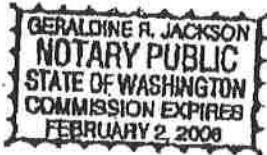
Date: _____

15473

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that ~~DAVID SIMON~~ ^{DAVID SIMON} signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the ~~DIRECTOR OF TRANSPORTATION~~ ^{DIRECTOR OF TRANSPORTATION} of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date:



Geraldine R. Jackson
NOTARY PUBLIC in and for the State of Washington
residing at *Bellevue*. My appointment expires
February 2, 2008
GERALDINE R. JACKSON

STATE OF INDIANA)
) ss
COUNTY OF MARION)

On this day personally appeared before me David Simon, to me known to be the Chief Executive Officer of SIMON PROPERTY GROUP, INC., a Delaware corporation, General Partner of SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, General Partner of NORTHGATE MALL PARTNERSHIP, a Delaware general partnership, being the Corporation that executed the foregoing instrument in such capacity, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Indiana


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

LESSOR:

NORTHGATE MALL PARTNERSHIP, a
Delaware general partnership

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

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

By: 
David Simon
Chief Executive Officer

Date: March 9, 2006

LESSEE:

King County, Washington

By: _____
Harold Taniguchi, Director
Department of Transportation

Date: _____

APPROVED AS TO FORM ONLY:

By: _____
Senior Deputy Prosecuting Attorney

Date: _____

KING COUNTY (Dept. Name)

By: _____

Date: _____

STATE OF WASHINGTON)
) ss
 COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Date:

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

STATE OF INDIANA)
) ss
 COUNTY OF MARION)

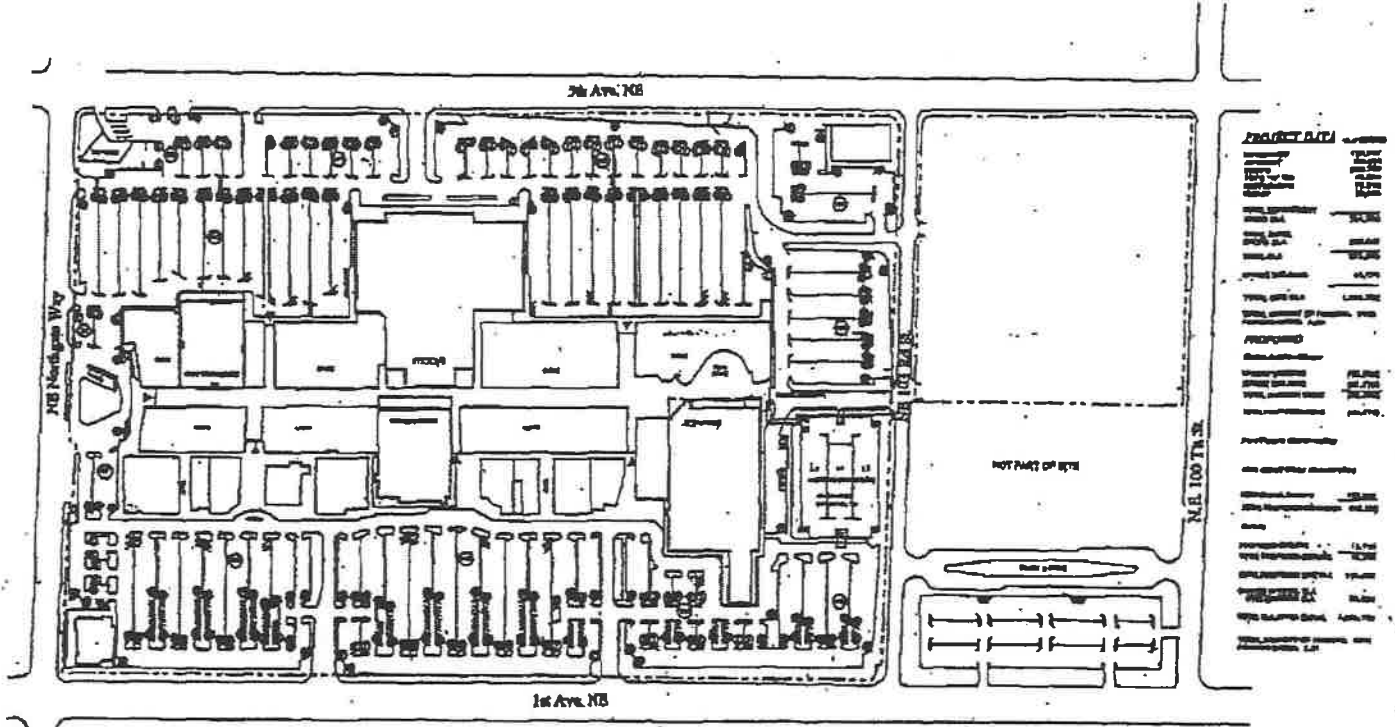
On this day personally appeared before me David Simon, to me known to be the Chief Executive Officer of SIMON PROPERTY GROUP, INC., a Delaware corporation, General Partner of SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, General Partner of NORTHGATE MALL PARTNERSHIP, a Delaware general partnership, being the Corporation that executed the foregoing instrument in such capacity, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this 9th day of March, 2006.



DARLENE E. GARVEY
 Not. of Johnson Co.
 Comm. Exp. 1-18-2008

Darlene E. Garvey
 NOTARY PUBLIC in and for the State of
 Indiana



PROPERTY DATA

Site Area	1,100,000 sq. ft.
Lot Area	1,100,000 sq. ft.
Lot Count	1
Lot Size	1,100,000 sq. ft.
Lot Shape	Rectangular
Lot Orientation	North-South
Lot Zoning	Commercial
Lot Use	Shopping Center
Lot Status	Developed
Lot Age	1970s
Lot Condition	Good
Lot Features	Parking, Landscaping
Lot Notes	See site plan for details

King County Exhibit "A"
 Exhibit Plan
 0 50 100 EX-11

Northgate Shopping Center
 401 NE Northgate Way
 Seattle, WA 98121
 SIMON

15473

EXHIBIT M-3 to the Settlement Agreement -

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

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

RECITALS

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

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

AGREEMENT

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

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

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

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

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

of any claim) and against any payment or obligation to pay any sum arising out of or relating to any claim made by the lessor under the Lease or a breach or default in the lessee's obligations thereunder which arose prior to the Commencement Date.

5. If Buyer determines to terminate the Lease for convenience during its initial term or during either of the two 10-year extensions available under the Lease, or if Buyer determines not to exercise either the first or the second 10-year term extension options, then Buyer shall promptly notify Seller in writing and, if Seller so demands, then Buyer shall assign the Lease back to Seller, subject to the other terms and conditions of the Lease. Buyer shall give Seller notice of an election to terminate the lease for convenience not less than two hundred forty (240) days before the effective termination for convenience date of the initial lease term or the extended lease term, or immediately upon Buyer's determination not to exercise a Lease term extension option. Any such re-assignment from Buyer to Seller shall be substantially in the form of this Exhibit M-3 to the Purchase Agreement and any estoppel required by Seller shall be substantially in the form of Exhibit M-1 to the Purchase Agreement.

6. The notice that Buyer is required to give under Section 5 of this Exhibit M-3 shall be given to the General Manager of the Transit Division of the King County Department of Transportation or its successor agency.

7. Northgate Mall Partnership ("NMP") hereby consents to the assignment of the Lease from Seller to Buyer under this Agreement. NMP hereby further consents to the potential future reassignment of the Lease from Buyer to Seller as contemplated in Sections 5 and 6 of this Exhibit M-3 and no further consent from NMP shall be required to authorize such reassignment so long as Buyer is not in default under terms of the Lease at the time of such reassignment. Buyer and Seller shall notify NMP in writing of any such reassignment.

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

SELLER:

KING COUNTY, a subdivision of the State of Washington

BUYER:

SOUND TRANSIT, a Washington regional transit authority

By _____
Name _____
Its _____

CONSENT TO ASSIGNMENT

Northgate Mall Partnership, a Delaware general partnership

**EXHIBIT A
LEGAL DESCRIPTION**

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated this _____ day of _____, 2016.

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

(Seal or Stamp)

EXHIBIT N to the Settlement Agreement -

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

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

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

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

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

Dated this ___ day of _____, 20__.

King County, Transferor:

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

EXHIBIT O-1 to the Settlement Agreement

RECORDING REQUESTED BY AND
RETURN ADDRESS :

Seattle Department of Transportation
Real Property and Environmental Services
700 5th Avenue, Ste. 3900
P.O.Box 34996
Seattle, WA 98124-4996

Easement for Street and Sidewalk Purposes

GRANTOR: KING COUNTY
GRANTEE: CITY OF SEATTLE
ABBREVIATED LEGAL DESCRIPTION: **Por. of**
ASSESSOR'S TAX PARCEL NO.: Portions of:

1. Background. The Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington ("Sound Transit") is constructing a new light rail station in the City of Seattle ("City") located near the Northgate Mall ("Northgate Project"). As part of the Northgate Project, and pursuant to a settlement agreement between Sound Transit and King County, dated _____, 2017, certain property currently owned by the Grantor, King County, was temporarily used for construction purposes during development of the Northgate Project and an easement over portions of that property is now being dedicated to the Grantee, City of Seattle, for sidewalk and street purposes (the "Property"). King County has agreed to grant an Easement directly to the City of Seattle so long as the City of Seattle agrees to accept the easement for public sidewalk and street purposes with the understanding that the Property is subject to a right of first refusal ("ROFR") that currently exists on the title of a portion of the Property and is recorded under 8912280605. The City of Seattle has agreed to accept the dedication of easement for public sidewalk and street purposes over the Property and subject to the ROFR so long as Sound Transit agrees to indemnify and defend the City if any claim by the owner of the ROFR is made.

2. Dedication. The GRANTOR, **King County**, a political subdivision of the State of Washington, for and in consideration of that certain settlement agreement executed between Grantor and Sound Transit, dated _____, 2017 and other valuable consideration, hereby grants to the GRANTEE, **City of Seattle**, a municipal corporation of the State of Washington,

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

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

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

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

DATED THIS _____ DAY OF _____, 2017.

GRANTOR:
King County

By: _____

[Printed Name]

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and acknowledged that he/she signed this instrument and acknowledged it to be the free and voluntary act and deed of King County for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said agreement.

Dated this _____ day of _____, 20_____

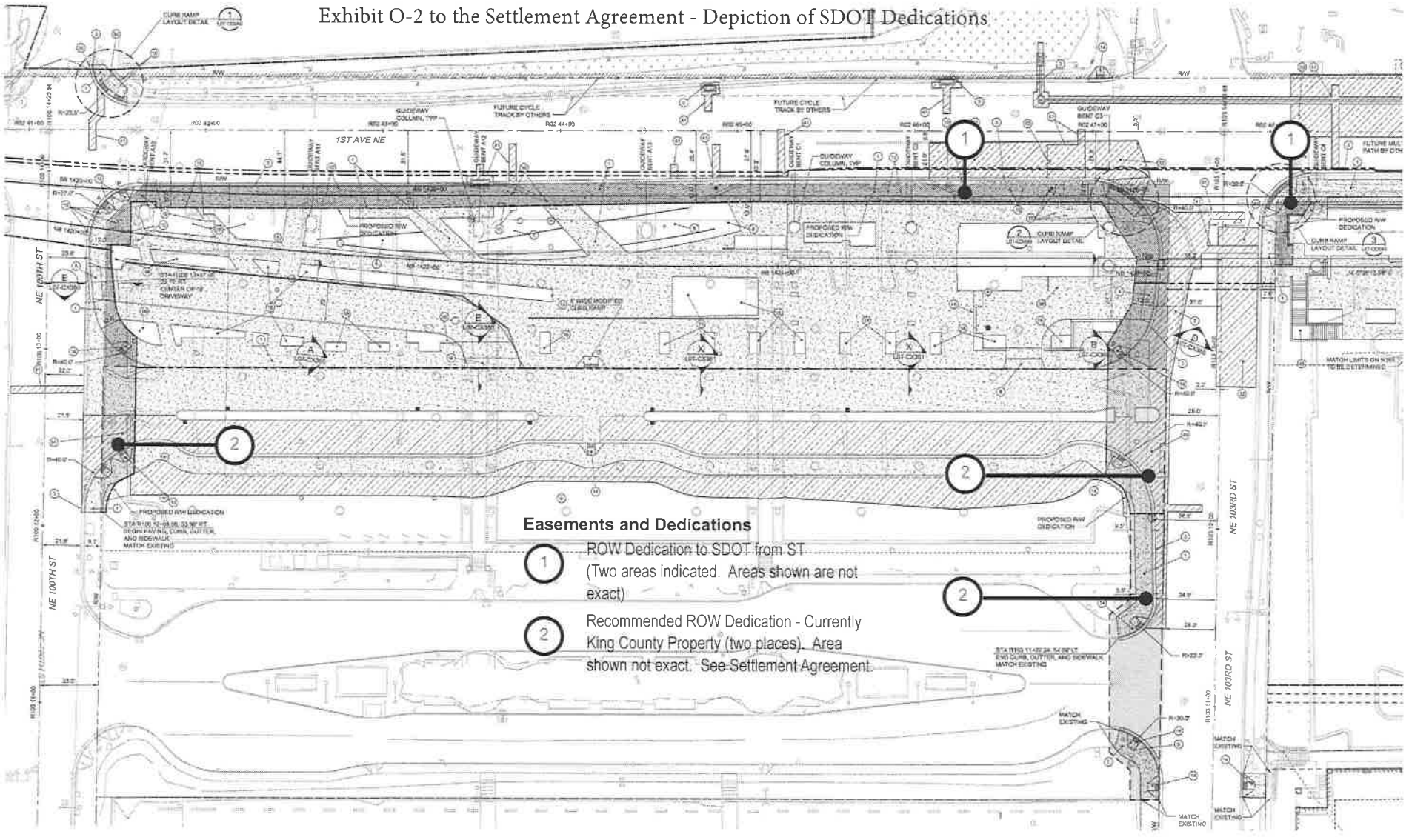
(Signature)

(Please print name legibly)

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires: _____.

EXHIBIT A – LEGAL DESCRIPTION

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



Easements and Dedications

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



JACOBS ASSOCIATES

EXHIBIT P-1 to the Settlement Agreement -

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:

ATTN: _____

BARGAIN AND SALE DEED

Grantor -- King County, Washington

Grantee -- _____

Legal ---- _____

Tax Acct. - _____

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of mutual benefits, pursuant to King County Ordinance No. _____, does hereby bargain, sell and convey unto the Grantee, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a _____, the following the real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

**GRANTOR
KING COUNTY**

GRANTEE

BY: _____

BY: _____

TITLE: Manager, Real Estate Services Section TITLE: _____

DATE: _____

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

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

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

Notary Public in and for the
State of Washington, residing

at _____

City and State

My appointment expires _____

NOTARY BLOCK FOR

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

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

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

Notary Public in and for the
State of Washington, residing

at _____

City and State

My appointment expires _____

EXHIBIT A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT P-2 to the Settlement Agreement -

BILL OF SALE AND ASSIGNMENT

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

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

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

SELLER:

By: _____

Name:

Title: Manager, Real Estate Services Section