

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
BETWEEN SOUND TRANSIT AND KING COUNTY
FOR DOWNTOWN REDMOND LINK EXTENSION**

This **REAL PROPERTY PURCHASE AND SALE AGREEMENT** (“Agreement”) is made and entered by and between **KING COUNTY**, a political subdivision of the State of Washington, and **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, also known as **SOUND TRANSIT**, a regional transit authority authorized under Chapter 81.112 RCW. King County and Sound Transit 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. Marymoor Park Parcels. King County is the owner of certain real property parcels commonly known as Marymoor Park (the “Park”), King County, State of Washington, the legal descriptions of which are attached hereto as **EXHIBITS A-1** and **A-2** (the “Marymoor Park Parcels”). A new light rail station, the Southeast Redmond Station, will be located just outside the Park boundaries to the east of the Park.

B. ELST Parcel. King County is the owner of certain real property commonly known as the East Lake Sammamish Trail, Redmond, King County, State of Washington, the legal description of which is attached hereto as **EXHIBIT A-3** (the “ELST Parcel”).

C. Sammamish River Parcels. King County is the owner of certain real property on which the Sammamish River is situated, the legal description of which is attached hereto as **EXHIBIT A-4** (“Sammamish River Parcel A”) and is the apparent owner of certain additional real property on which the Sammamish River is situated, the legal description of which is attached hereto as **EXHIBIT A-5** (“Sammamish River Parcel B”), both of which are located in King County, State of Washington (collectively the “Sammamish River Parcels”).

D. Project. Sound Transit requires certain fee and other permanent and temporary property rights within the Marymoor Park Parcels, the ELST Parcel, and the Sammamish River Parcel (collectively the “King County Property,” as further defined below) for a portion of its Downtown Redmond Link Extension Project (the “DRLE Project”), which is an approximately 3.4-mile light rail extension of East Link from Redmond Technology Center Station (currently called Overlake Transit Center) to downtown Redmond, with two stations. A portion of the DRLE Project, including approximately 3,200 linear feet of light rail trackway facilities, will be located on the King County Property. This portion of the DRLE Project is referred to as the “Project” in this Agreement.

E. Authorization for Property Transfers. Sound Transit is authorized to acquire the King County Property under RCW 81.112.070 and Sound Transit Resolution No. 2018-20, dated June 28, 2018. Acknowledging this authority, King County is willing to sell the King County Property to Sound Transit and Sound Transit is willing to purchase the King County Property from King County, all subject to the terms and conditions set forth in this Agreement, including payment of the Cash Purchase Price, as described below.

F. Property Rights on Marymoor Park Parcels. To enable Sound Transit to

construct, operate, and maintain the Project on the Marymoor Park Parcels, King County has agreed to sell portions of those parcels to Sound Transit in fee and to grant the following additional property rights on those parcels in partial consideration for the Total Purchase Price, as described below: (1) a transit way easement for Sound Transit's guideway; (2) an access road and maintenance easement; (3) a tree and vegetation trimming easement; and (4) a temporary construction easement. The County's sale of portions of the Marymoor Park Parcels in fee is exempt from state or County subdivision laws under K.C.C. 19A.08.040(B)(1).

G. Property Rights on ELST Parcel. To enable Sound Transit to construct, operate, and maintain the Project on the ELST Parcel, King County has agreed to grant the following property rights on that parcel in partial consideration for the Total Purchase Price, as described below: (1) a transit way easement for Sound Transit's guideway; (2) an access and drainage easement; (3) a tree and vegetation trimming easement; (4) a temporary construction easement; and (5) a temporary mitigation and monitoring easement.

H. Property Rights on Sammamish River Parcels. To enable Sound Transit to construct, operate, and maintain the Project over the Sammamish River Parcels, King County has agreed to grant the following property rights on those parcels in partial consideration for the Total Purchase Price, as described below: (1) a quitclaim deed for a transit way easement on Sammamish River Parcel B; (2) a quitclaim deed for a temporary construction easement over Sammamish River Parcel B; and (3) extensions of the Marymoor Park Parcel easements described above in Recital F over Sammamish River Parcel A.

I. Road Crossing and Utility Easement for City of Redmond. To satisfy the City of Redmond's permitting requirements for constructing the DRLE Project within the City, Sound Transit has agreed to purchase a road crossing and utility easement for the City over a portion of Northeast 70th Street located on the ELST Parcel from King County on the City's behalf. King County will dedicate the easement to the City, with the cost of that easement to be reflected in the Total Purchase Price in this Agreement.

J. Prior Agreements. On November 16, 2018, the Parties entered into a Term Sheet that contemplated diligent and good faith efforts to enter into future agreements, including this Agreement for the transfer of real property interests. On May 9, 2019, the Parties entered into a Memorandum of Understanding (MOU) that described their common understanding with regard to the Project, usage of County property, Southeast Redmond Station/Marymoor Park vicinity considerations, roles and responsibilities with regard to environmental review and permitting of the Project, the strategy the Parties intended to undertake with regard to future agreements, and a description of activities the Parties commit to take together to advance the implementation of the Project.

K. ELST North Extension. Pursuant to that certain Agreement between King County and the Central Puget Sound Regional Transit Authority for the Design and Construction of the East Lake Sammamish Trail North Extension and the Water Line, as a Project betterment (the "Betterment Agreement"), Sound Transit has agreed to construct a regional trail connection between King County's existing East Lake Sammamish Trail and the City of Redmond's Central Connector Trail and to install fiber conduit within a portion of the trail corridor (the "ELST North Extension Project") at King County's sole cost and expense. The ELST North Extension Project will be constructed primarily on property owned by King County within the boundaries of the temporary construction easement that Sound Transit will be acquiring from King County pursuant

to this Agreement and on a small portion of other property that Sound Transit intends to acquire from a private party for Project purposes as further described in Recital L.

L. Sound Transit Property. A small portion of the ELST North Extension Project will be constructed on property acquired by Sound Transit that is bordered by 176th Avenue Northeast to the west, Northeast 70th Street to the south, and the East Lake Sammamish Trail to the northeast in Redmond, King County, State of Washington. As further described in Section 1.2, below, Sound Transit will convey to King County the small portion of that property on which the ELST North Extension Project will be built (the “Sound Transit Property”).

M. King County Ordinance 18671. By Section 1.O. in King County Ordinance 18671, the Metropolitan King County Council found that any purchase and sale agreement or other agreement executing a property transfer to Sound Transit should be authorized only after issuance of the required land use permits or with adequate assurances within the property transfer agreement that the public interest in use and enjoyment of Marymoor Park and other King County park facilities affected by the Project will be protected. The Parties intend this Agreement to satisfy Section 1.O of ordinance 18671.

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

1.1. PROPERTY TO BE SOLD BY KING COUNTY. King County shall sell and convey or grant to Sound Transit on the Closing Date (as hereinafter defined) and Sound Transit shall buy and accept from King County on the Closing Date the following assets and properties, which shall hereinafter be referred to collectively as the “King County Property”:

1.1.1 MARYMOOR PARK PROPERTY:

- A. all King County’s right, title and interest in the portion of the Marymoor Park Parcels legally described in **EXHIBITS B-1** and **B-2** and depicted in Exhibits **C-1** and **C-2** (the “Marymoor Park Fee Property”);
- B. a transit way easement for Sound Transit’s aerial guideway on one of the Marymoor Park Parcels substantially in the form of **EXHIBIT F** attached hereto (the “Marymoor Park Transit Way Easement”) and within the area depicted therein;
- C. an access road and maintenance easement to allow Sound Transit to build a new access road to reach its facilities and to maintain its guideway substantially in the form of **EXHIBIT G** attached hereto (the “Marymoor Park Access Road and Maintenance Easement”)

and within the area depicted therein;

- D. a tree and vegetation trimming easement along the edge of Sound Transit's light rail guideway substantially in the form of **EXHIBIT H** attached hereto (the "Marymoor Park Tree and Vegetation Trimming Easement") and within the area depicted therein;
- E. a temporary construction easement for construction of Sound Transit's light rail guideway on the Marymoor Park Parcels substantially in the form of **EXHIBIT I** attached hereto (the "Marymoor Park TCE") and within the area depicted therein;

Hereinafter, the items listed in Section 1.1.1 are collectively referred to as the "Marymoor Park Property."

1.1.2 ELST PROPERTY:

- A. a transit way easement for Sound Transit's at-grade and aerial guideway on the ELST Parcel substantially in the form of **EXHIBIT J** attached hereto (the "ELST Transit Way Easement") and within the area depicted therein;
- B. an access and drainage easement providing Sound Transit with ingress and egress between the public right-of-way and adjacent Sound Transit facilities for emergency and ongoing operations and maintenance of Sound Transit's drainage and guideway substantially in the form of **EXHIBIT K** attached hereto (the "ELST Access and Drainage Easement") and within the area depicted therein;
- C. a tree and vegetation trimming easement along the edge of Sound Transit's light rail guideway substantially in the form of **EXHIBIT L** attached hereto (the "ELST Tree and Vegetation Trimming Easement") and within the area depicted therein;
- D. a temporary construction easement for construction of Sound Transit's light rail guideway substantially in the form of **EXHIBIT N** attached hereto (the "ELST TCE") and within the area depicted therein; and
- E. a temporary mitigation and monitoring easement to ensure successful establishment of wetland restoration work substantially in the form of **EXHIBIT O** attached hereto (the "ELST Temporary Mitigation and Monitoring Easement") and within the area depicted therein.

Hereinafter, the items listed in Section 1.1.2 are collectively referred to as the

“ELST Property.”

1.1.3 SAMMAMISH RIVER PROPERTY:

- A. a quit claim deed for transit way easement on Sammamish River Parcel B substantially in the form of **EXHIBIT M** attached hereto (the “Sammamish River Transit Way Easement”) and within the area depicted therein;
- B. a quit claim deed for temporary construction easement over Sammamish River Parcel B for construction of Sound Transit’s light rail guideway substantially in the form of **EXHIBIT U** attached hereto (the “Sammamish River TCE”) and within the area depicted therein; and
- C. Extensions of the Marymoor Park Parcel easements described above in Section 1.1.1(B)-(E) over Sammamish River Parcel A.

Hereinafter, the items listed in Section 1.1.3 are collectively referred to as the “Sammamish River Property.”

1.2 PROPERTY TO BE SOLD BY SOUND TRANSIT.

A. The anticipated boundaries of the Sound Transit Property are depicted in **Exhibit E**. Prior to the Sound Transit Property Recording Date (as defined in Section 7.1.2), Sound Transit will obtain, at its expense, a boundary line adjustment segregating the area of the ELST North Extension Project from Sound Transit’s larger parcel, thereby creating the Sound Transit Property, in order to annex it to the County’s adjacent parcel (the “Boundary Line Adjustment”). The Boundary Line Adjustment will set forth a proper and accurate legal description of the Sound Transit Property. Prior to the Sound Transit Property Recording Date, the bargain and sale deed conveying the Sound Transit Property to King County (the “Sound Transit Property Bargain and Sale Deed”) (attached to this Agreement as **Exhibit S**) will be amended to include the Sound Transit Property legal description and map depiction consistent with the Boundary Line Adjustment. The final, approved Boundary Line Adjustment and the Sound Transit Property Bargain and Sale Deed will be held in escrow and recorded by the Escrow Agent on the Sound Transit Property Recording Date.

B. The value of the Sound Transit Property has been calculated based on the estimated area to be annexed to the County’s adjacent property, as depicted in **Exhibit E**, and, consistent with Section 2.2.2, that estimated amount will be offset against the Total Purchase Price (as defined in Section 2.1.1) that Sound Transit will pay for the property it is acquiring from King County pursuant to this Agreement. The Parties will proceed to Closing using this estimated value of the Sound Transit Property.

C. The Parties acknowledge that due to the design-build nature of the DRLE Project, it is possible that the actual, final square footage and value of the Sound Transit Property may vary

from the estimated square footage illustrated in **Exhibit E** and the value stated in Section 2.2.2 by up to approximately twenty percent, which represents a potential increase or decrease of up to 205 square feet and up to \$14,350, in round terms. Prior to recording the Boundary Line Adjustment and the Sound Transit Property Bargain and Sale Deed, the Parties will identify and reconcile any surplus or deficiency between the estimated and actual square footage and value of the Sound Transit Property. Upon satisfaction of the foregoing requirements in this Section 1.2, and consistent with the Escrow Instructions described in Section 7.1.2, below, on the Sound Transit Property Recording Date Sound Transit shall sell and convey to King County and King County shall buy and accept from Sound Transit the following assets and properties, which shall hereinafter be referred to as the “Sound Transit Property”:

1.2.1 all Sound Transit’s right, title and interest in the Sound Transit Property as legally described in the Sound Transit Property Bargain and Sale Deed and the final Boundary Line Adjustment, as approximately depicted in **EXHIBIT E**; and

1.2.2 all of Sound Transit’s right, title and interest in improvements and structures located on the Sound Transit Property, including the trail that Sound Transit will construct on that property.

1.3. PROPERTY TO BE DEDICATED TO THE CITY OF REDMOND BY KING COUNTY. As a condition of the permits required for Sound Transit to construct its Southeast Redmond station, the City of Redmond required Sound Transit to expand and improve a portion of NE 70th Street in the City. To accommodate that road project, King County shall grant to the City on the City of Redmond Recording Date (as hereinafter defined) a road crossing easement over a portion of Northeast 70th Street substantially in the form of **EXHIBIT D** attached hereto (the “City of Redmond Road Crossing Easement”) and within the area depicted therein. King County shall deposit into escrow on the Closing Date (as hereinafter defined) the fully executed City of Redmond Road Crossing Easement. The Parties shall instruct the escrow officer pursuant to the Escrow Instructions described in Section 7.1.2 below to record the City of Redmond Road Crossing Easement upon written instruction signed by both Sound Transit and King County.

ARTICLE 2. PURCHASE PRICE AND RELATED CONSIDERATION

2.1. PURCHASE PRICE AND PAYMENT.

2.1.1 In exchange for King County’s conveyance of the King County Property to Sound Transit under the terms of this Agreement, Sound Transit shall provide King County with consideration worth a total of Two Million Five Hundred Forty Six Thousand Two Hundred Twenty Eight and 00/100 Dollars (\$2,546,228.00) (the “Total Purchase Price”).

2.1.2 The Total Purchase Price shall be comprised of payment by Sound Transit via cashier’s check or wire transfer on the Closing Date a cash price of Two Million Four Hundred Seventy Four Thousand Four Hundred Seventy Eight and 00/100 Dollars (\$2,474,478.00) (the “Cash Purchase Price”), and the provision of other consideration worth Seventy One Thousand Seven Hundred Fifty and 00/100 Dollars (\$71,750) as described more fully in Section 2.2 of this Agreement.

2.2. ALLOCATION AND ESTABLISHMENT OF PURCHASE PRICE.

2.2.1 King County and Sound Transit agree that the Total Purchase Price is allocable to the King County Property and the City of Redmond Road Crossing Easement. The individual values below have been rounded to match the final rounded appraised property values. The Parties further agree that the Total Purchase Price was established as follows:

A. Value of Marymoor Park Fee Property	\$480,000
B. Value of Marymoor Park Transit Way Easement	\$1,100
C. Value of Marymoor Park Access Road and Maintenance Easements	\$94,000
D. Value of Marymoor Park Tree and Vegetation Trimming Easement	\$59,200
E. Value of Marymoor Park TCE	\$235,700
F. Value of Marymoor Park Site Improvements	\$160,000
G. Value of ELST Transit Way Easement	\$355,000
H. Value of ELST Access and Drainage Easement	\$373,000
I. Value of ELST Tree and Vegetation Trimming Easement	\$28,000
J. Value of ELST TCE	\$532,000
K. Value of ELST Temporary Mitigation and Monitoring Easement	\$105,000
L. Value of Sammamish River Property	\$16,228
M. Value of City of Redmond Road Crossing Easement	\$67,000
N. Value of ELST Site Improvements	\$40,000
Total Value of King County Property to be Conveyed	\$2,546,228 (rounded)

2.2.2 In partial consideration of King County's conveyance of the King County Property to Sound Transit and grant of the City of Redmond Road Crossing Easement to the City of Redmond, Sound Transit has agreed to convey the Sound Transit Property,

which has an estimated value of \$71,750, to King County on the Sound Transit Property Recording Date. The lump sum amount of \$71,750 will be an offset to the Total Purchase Price at Closing, subject to reconciliation prior to the Sound Transit Recording Date as provided in Sections 1.2 and 7.1.2 of this Agreement.

2.3 EASEMENT PROCESSING COSTS. Consistent with K.C.C. 4.56.115, K.C.C. 4A.675.010, and Section 7.2.2(c) of the MOU, at Closing Sound Transit will pay an easement processing fee of \$3,000.00 plus any actual costs and all expenses (estimated at \$15,128.00) incurred by the King County Real Estate Services section in connection with the easements to be granted to Sound Transit under this Agreement to the extent that those costs exceed the costs of the processing fee (together, the “Total Easement Processing Costs”).

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

3.1. WARRANTIES AND REPRESENTATIONS OF KING COUNTY. As of the date hereof and as of the Closing Date, King County represents and warrants as follows:

3.1.1. ORGANIZATION. King County 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 King County: (i) is within the powers of King County as a political subdivision of the State of Washington; (ii) before the Closing Date will be duly authorized by all necessary action of King County’s legislative authority; and (iii) King County has no actual knowledge of litigation or threatened litigation that may affect the King County Property or its conveyance pursuant to this Agreement except as may be disclosed in writing to Sound Transit on or before Closing. This Agreement constitutes the legal, valid and binding obligation of King County enforceable against King County 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 King County 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 King County or any action taken by King County.

3.1.4. FOREIGN PERSON. King County is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended, and shall deliver to Sound Transit prior to Closing an affidavit, as set forth in **EXHIBIT P**, evidencing such fact, and such other documents as may be required under the Internal Revenue Code.

3.1.5 ENVIRONMENTAL CONDITIONS. Except as disclosed by King County to Sound Transit in the March 2018 Phase I Environmental Site Assessment for the Redmond Link Extension, RL 151/153 Marymoor Park Site and in the October 2018 Phase 1 Environmental Site Assessment for RL 171, to King County's knowledge as defined in Section 8.16, there are no cisterns, wells, subterranean storage or underground storage tanks on the King County Property and underground storage tanks have not been removed from the King County Property.

3.2. WARRANTIES AND REPRESENTATIONS OF SOUND TRANSIT. As of the date hereof and as of the Closing Date, Sound Transit represents and warrants as follows:

3.2.1. ORGANIZATION. Sound Transit is a regional transit authority duly organized, validly existing and in good standing under the laws of the State of Washington. Sound Transit 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 Sound Transit: (i) is within the powers of Sound Transit as a regional transit authority; (ii) has been or will be on or before the Closing Date, duly authorized by all necessary action of Sound Transit's governing authority; and (iii) Sound Transit has no actual knowledge of litigation or threatened litigation that may affect the Sound Transit Property or its conveyance pursuant to this Agreement, except as may be disclosed in writing to King County on or before Closing. This Agreement constitutes the legal, valid, and binding obligation of Sound Transit enforceable against Sound Transit in accordance with the terms herein.

3.2.3. NO BROKER. No broker, finder, agent, or similar intermediary has acted for or on behalf of Sound Transit 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 Sound Transit or any action taken by Sound Transit.

3.2.4. FOREIGN PERSON. Sound Transit is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended, and shall deliver to King County prior to Closing an affidavit, as set forth in **EXHIBIT Q**, evidencing such fact, and such other documents as may be required under the Internal Revenue Code.

3.2.5 ENVIRONMENTAL CONDITIONS. As of the Effective Date of this Agreement, Sound Transit has not conducted any environmental reviews or assessments of the Sound Transit Property. To the extent that Sound Transit conducts any such reviews or assessments and obtains information relating to the environmental condition of the Sound Transit Property as a result thereof, Sound Transit will promptly convey such information to King County.

3.3. CONDITION OF KING COUNTY PROPERTY; SURVIVAL AFTER CLOSING.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by chapter 64.06 RCW, Sound Transit expressly waives its right to receive from King County a seller disclosure statement and to rescind this Agreement, both as provided for in chapter 64.06 RCW. The Parties acknowledge and agree that Sound Transit 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 King County creates a representation or warranty by King County, nor does it create any rights or obligations in the Parties except as set forth in chapter 64.06 RCW. Sound Transit acknowledges having exercised its due diligence to inspect the King County Property as described in Section 3.3.3 of this Agreement, and that King County may not have knowledge of defects that careful inspection might reveal. Sound Transit specifically acknowledges and agrees that any seller disclosure statement delivered by King County is not part of this Agreement, and King County has no duties to Sound Transit other than those set forth in this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE KING COUNTY PROPERTY. Except to the extent of King County’s representations and warranties in Section 3.1 of this Agreement, King County 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 King County Property (collectively “Condition of the King County Property”), including, without limitation:

- A. The water, soil, and geology;
- B. The income to be derived from the King County Property;
- C. The suitability of the King County Property for any and all activities and uses that Sound Transit or anyone else may conduct thereon;
- D. The compliance or noncompliance of or by the King County 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 King County Property;
- E. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the King County 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 King County 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 King County Property, and the compliance or noncompliance of or by the King County 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, chapter 70.105D RCW (“MTCA”); the Washington Hazardous Waste Management Act, chapter 70.105 RCW; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, chapter 90.48 RCW, 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 King County Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF THE KING COUNTY PROPERTY.

- A. Sound Transit acknowledges and accepts King County’s disclaimer of the Condition of the King County Property in Section 3.3.2 of this Agreement and that each provision of this Section 3.3 and all easements shall survive Closing.
- B. Sound Transit acknowledges and agrees that it has conducted a physical inspection and made all investigations that it deems necessary in connection with its purchase of the King County Property. Sound Transit further acknowledges and agrees that, having been given the opportunity to inspect the King County Property, Sound Transit is relying solely on its own investigation of the King County Property and is not relying on any information provided or to be provided by King County. Sound Transit further acknowledges and agrees that any information provided or to be provided with respect to the King County Property was obtained

from a variety of sources and that King County 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 King County is authorized otherwise. Sound Transit further acknowledges and agrees that King County is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the King County Property, or the operation thereof, furnished by any agent, employee, or contractor of King County, any real estate broker, or any other person.

- C. Subject to the contingencies set forth in Article 5 of this Agreement, Sound Transit acknowledges and agrees that it approves and accepts the Condition of the King County Property and accordingly agrees to purchase the King County Property and accept the Condition of the King County 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 King County Property, and the compliance or noncompliance of or by the King County 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. Sound Transit acknowledges and agrees that, except to the extent of King County’s representations and warranties in Section 3.1 of this Agreement, Sound Transit shall have no recourse against King County for, and waives, releases and discharges forever King County 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 Sound Transit might have asserted or alleged against King County arising from or in any way related to the Condition of the King County 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 King County Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action 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 King County Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Sound Transit shall indemnify, defend, and hold King County, 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 King County 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 King County Property, and the compliance or noncompliance of the King County 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 Sound Transit's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects King County only, and only to the extent necessary to provide King County with a full and complete indemnity of claims made by Sound Transit's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

3.4 CONDITION OF SOUND TRANSIT PROPERTY; SURVIVAL AFTER SOUND TRANSIT PROPERTY RECORDING.

3.4.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by chapter 64.06 RCW, King County expressly waives its right to receive from Sound Transit a seller disclosure statement and to rescind this Agreement, both as provided for in chapter 64.06 RCW. The Parties acknowledge and agree that King County 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 Sound Transit creates a representation or warranty by Sound Transit, nor does it create any rights or obligations in the Parties except as set forth in chapter 64.06 RCW. King County acknowledges having exercised its due diligence to inspect the Sound Transit Property as described in Section 3.4.3 of this Agreement, and that Sound Transit may not have knowledge of defects that careful inspection might reveal. King County specifically acknowledges and agrees that any seller disclosure statement delivered by Sound Transit is not part of this Agreement, and Sound Transit has no duties to King County other than those set forth in this Agreement.

3.4.2. SELLER DISCLAIMER OF CONDITION OF THE SOUND TRANSIT PROPERTY. Sound Transit 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 Sound Transit Property (collectively "Condition of the Sound Transit Property"), including, without limitation:

- A. The water, soil and geology;
- B. The income to be derived from the Sound Transit Property;
- C. The suitability of the Sound Transit Property for any and all activities and uses that King County or anyone else may conduct thereon;
- D. The compliance or noncompliance of or by the Sound Transit 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 Sound Transit Property;
- E. The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Sound Transit Property;
- F. The manner or quality of the construction or materials, if any, incorporated into the Sound Transit Property and the existence, nonexistence or condition of utilities serving the Sound Transit 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 Sound Transit Property, and the compliance or noncompliance of or by the Sound Transit 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 Sound Transit Property.

3.4.3. BUYER ACCEPTANCE OF CONDITION OF SOUND TRANSIT PROPERTY.

(a) King County acknowledges and accepts Sound Transit's disclaimer of the Condition of the Sound Transit Property in Section 3.4.2 of this Agreement and that each provision of this Section 3.4 shall survive the Sound Transit Property Recording and shall NOT merge into the Deed.

(b) Sound Transit will allow King County to conduct a physical inspection of the Sound Transit Property within a reasonable time before the Sound Transit Property Recording Date. King County acknowledges and agrees that, having been given the opportunity to inspect the Sound Transit Property, King County will rely solely on its own investigation of the Sound Transit Property and will not rely on any information provided or to be provided by Sound Transit. King County further acknowledges and agrees that any information provided or to be provided with respect to the Sound Transit Property may have been obtained from a variety of sources and that Sound Transit 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 Sound Transit is authorized otherwise. King County further acknowledges and agrees that Sound Transit is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Sound Transit Property, or the operation thereof, furnished by any agent, employee, or contractor of Sound Transit, any real estate broker, or any other person.

(c) Subject to the contingencies set forth in Article 5 of this Agreement, King County acknowledges and agrees that it approves and accepts the Condition of the Sound Transit Property and accordingly agrees to purchase the Sound Transit Property and accept the Condition of the Sound Transit 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 Sound Transit Property, and the compliance or noncompliance of or by the Sound Transit 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. King County acknowledges and agrees that it shall have no recourse against Sound Transit for, and waives, releases, and discharges forever Sound Transit from, any and all Losses, which King County might have asserted or alleged against the Sound Transit arising from or in any way related to the Condition of the Sound Transit 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 Sound Transit Property. Losses shall include without limitation: (a) the cost of any investigation, removal, remedial or other response action 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 Sound Transit Property.

3.4.4. INDEMNIFICATION. From and after the Sound Transit Property Recording Date, King County shall indemnify, defend, and hold Sound Transit, 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 Sound Transit 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 Sound Transit Property, and the compliance or noncompliance of the Sound Transit 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 3.4.4 are specifically and expressly intended to constitute a waiver of King County's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects Sound Transit only, and only to the extent necessary to provide Sound Transit with a full and complete indemnity of claims made by King County's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

ARTICLE 4. TITLE MATTERS

4.1 TITLE MATTERS FOR MARYMOOR PARK PROPERTY

4.1.1 CONVEYANCE. King County shall convey to Sound Transit the title to the Marymoor Park Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT R**, subject only to the Marymoor Park Property 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 4.1.4 of this Agreement.

4.1.2 TITLE COMMITMENT. Prior to Closing, Sound Transit has obtained preliminary commitments for an owner's standard coverage policy of title insurance (the "Marymoor Park Property Title Commitment") number 0092825-06 issued by Chicago Title Company of Washington (the "Title Company") and dated March 20, 2017 and October 30, 2018 describing the Marymoor Park Property, listing Sound Transit as the prospective named insured and showing as the policy amount the portion of the Total Value

of King County Property to be Conveyed attributable to the Marymoor Park Property (items A-E in Section 2.2.1 of this Agreement). At such time as the Title Company caused the Marymoor Park Property Title Commitment to be furnished to Sound Transit, the Title Company further caused to be furnished to Sound Transit legible copies of all instruments referred to in the Marymoor Park Property Title Commitment as restrictions or exceptions to title to the Marymoor Park Property.

4.1.3 REVIEW OF TITLE COMMITMENT.

A. Sound Transit has reviewed any matters shown or referred to in the Marymoor Park Property Title Commitment. Sound Transit hereby notifies King County that Items 1-37 and 40-42 on Commitment 0092825-06 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 Marymoor Park Property Title Commitment are hereby deemed to be permitted exceptions (“Marymoor Park Property Permitted Exceptions”). Items 38 and 39 on Commitment 0092825-06 are excluded from the Marymoor Park Property Permitted Exceptions because King County will take steps necessary to remove Items 38 and 39 from the final owner’s title insurance policy identified in Section 4.1.4, below, before Closing.

B. For purposes of the conveyance deed described in Section 4.1.1 above, the “Deed Exceptions” shall be all of the Marymoor Park Property Permitted Exceptions, excluding only the special exceptions identified as numbers 19, 20, and 21 on Commitment 0092825-06, which are not title encumbrances of record on the Marymoor Park Property.

C. King County acknowledges that Sound Transit may elect to update the Marymoor Park Property Title Commitment at Sound Transit’s discretion, and King County agrees that any new or different exceptions or other items that are set forth in any updated title commitments shall not be deemed Marymoor Park Property Permitted Exceptions except and unless Sound Transit notifies King County in writing that they are Marymoor Park Property Permitted Exceptions.

4.1.4 OWNER’S TITLE INSURANCE POLICY. At Closing, King County shall cause a single owner’s policy of title insurance to be issued by the Title Company in the amount of the Total Value of King County Property to be Conveyed attributable to the Marymoor Park Property (items A-E in Section 2.2.1 of this Agreement), effective as of the Closing Date, insuring Sound Transit that the fee simple title or easement title to the Marymoor Park Property as appropriate is vested in Sound Transit, subject to the Marymoor Park Property 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 King County to provide the title policy called for herein shall be satisfied if, at Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Sound Transit, to issue the policies in the form required by this Section 4.1.4. King County shall provide a copy of such binding

commitment to Sound Transit at Closing. Sound Transit shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

4.2 TITLE MATTERS FOR ELST PROPERTY

4.2.1 CONVEYANCE. King County shall grant to Sound Transit the ELST Transit Way Easement over the ELST Property in substantially the form attached hereto as **EXHIBIT J**, subject only to the ELST Property 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 4.2.4 of this Agreement.

4.2.2 TITLE COMMITMENT. Prior to Closing, Sound Transit has obtained preliminary commitments for an owner's standard coverage policy of title insurance (the "ELST Property Title Commitment") number 0110439-06 issued by Chicago Title Company of Washington (the "Title Company") and dated November 8, 2017, together with Supplement 1 dated December 1, 2017 and Supplement 2 dated May 21, 2018 describing the ELST Property, listing Sound Transit as the prospective named insured and showing as the policy amount the portion of the Total Value of King County Property to be Conveyed attributable to the ELST Property (items F-K in Section 2.2.1 of this Agreement). At such time as the Title Company caused the ELST Property Title Commitment to be furnished to Sound Transit, the Title Company further caused to be furnished to Sound Transit legible copies of all instruments referred to in the ELST Property Title Commitment as restrictions or exceptions to title to the East Lake Sammamish Trail Real Property Real Property.

4.2.3 REVIEW OF TITLE COMMITMENT. Sound Transit has reviewed any matters shown or referred to in the ELST Property Title Commitment. Sound Transit hereby notifies King County that Items 1-13 on Commitment 0110439-06 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 ELST Property Title Commitment are hereby deemed to be permitted exceptions ("ELST Property Permitted Exceptions"). King County acknowledges that Sound Transit may elect to update the ELST Property Title Commitment at Sound Transit's discretion, and King County agrees that any new or different exceptions or other items that are set forth in any updated title commitments shall not be deemed ELST Property Permitted Exceptions except and unless Sound Transit notifies King County in writing that they are ELST Property Permitted Exceptions.

4.2.4 OWNER'S TITLE INSURANCE POLICY. At the Closing, King County shall cause a single owner's policy of title insurance to be issued by the Title Company in the amount of the portion of the Total Value of King County Property to be granted attributable to the Transit Way Easement and other interests in the ELST Property (items F-K in Section

2.2.1 of this Agreement), effective as of the Closing Date, insuring King County that title to those easements on the ELST Property is vested in Sound Transit, subject to the ELST Property 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 King County to provide the title policy called for herein shall be satisfied if, at Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Sound Transit, to issue the policies in the form required by this Section 4.2.4. King County shall provide a copy of such binding commitment to Sound Transit at Closing. Sound Transit shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

4.3 CONVEYANCE OF SAMMAMISH RIVER TRANSIT WAY EASEMENT. King County shall grant to Sound Transit the Sammamish River Transit Way Easement in substantially the form attached hereto as **EXHIBIT M**. No title insurance policy shall be obtained for the Sammamish River Transit Way Easement.

4.4 TITLE MATTERS FOR SOUND TRANSIT PROPERTY

4.4.1 CONVEYANCE. Sound Transit shall convey to King County the title to the Sound Transit Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT S**, subject only to the Sound Transit Property 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 4.3.4 of this Agreement.

4.4.2 TITLE COMMITMENT. Prior to the Sound Transit Property Recording Date, King County may obtain preliminary commitments for an owner's standard coverage policy of title insurance describing the Sound Transit Property, listing King County as the prospective named insured and showing as the policy amount the Value of Sound Transit Property as set forth in part A of Section 2.2.2 of this Agreement. King County acknowledges that Sound Transit has obtained a policy for title insurance dated June 1, 2019 from Chicago Title Company, Order No. 0101956-06, that covers property Sound Transit has acquired, including the Sound Transit Property (Title Policy 0101956-06) (the "Sound Transit Property Title Policy"). Title Policy 0101956-06 identifies special exceptions 1-15.

4.4.3 REVIEW OF TITLE COMMITMENT.

A. King County has reviewed any matters shown or referred to in the Sound Transit Property Title Policy. King County hereby notifies Sound Transit that Items 1, 2, 3, 5, and 6 on the Sound Transit Property Title Policy, together with any exceptions or other items (including, without limitation, the general exceptions and any pre-printed

conditions) that are set forth in the Sound Transit Property Title Policy are hereby deemed to be permitted exceptions (“Sound Transit Property Permitted Exceptions”).

B. Item 4 on the Sound Transit Property Title Policy is excluded from the Sound Transit Property Permitted Exceptions because it has been extinguished from title to the property.

C. Sound Transit acknowledges that King County may elect to order a new Sound Transit Property Title Commitment at King County’s discretion, and Sound Transit agrees that any new or different exceptions or other items that are set forth in any updated title commitments shall not be deemed Sound Transit Property Permitted Exceptions except and unless King County notifies Sound Transit in writing that they are Sound Transit Property Permitted Exceptions.

4.4.4 OWNER’S TITLE INSURANCE POLICY. At the Sound Transit Property Recording, Sound Transit shall cause a single owner’s policy of title insurance to be issued by the Title Company in the amount of the Sound Transit Property Value as set forth in part A of Section 2.2.2 of this Agreement, effective as of the Sound Transit Property Recording Date, insuring King County that the fee simple title to the Sound Transit Property is vested in King County, subject to the Sound Transit Property 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 Sound Transit to provide the title policy called for herein shall be satisfied if, at the Sound Transit Property Recording, the Title Company has given a binding commitment, in a form reasonably satisfactory to King County, to issue the policies in the form described in this Section 4.3.4. Sound Transit shall provide a copy of such binding commitment to King County on the Sound Transit Property Recording Date and King County 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. King County’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. Sound Transit’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 Resolution R2018-20, dated June 28, 2018.

ARTICLE 6.

DISPUTE RESOLUTION

6.1 DISPUTE ESCALATION. The Parties 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, Redmond Link Extension and King County's Department of Natural Resources and Parks, Government Relations Administrator. The Parties further agree to communicate regularly to discuss matters arising under this Agreement 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 King County's Department of Natural Resources and Parks, Director or their designees shall confer and attempt to resolve the dispute within ten 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 Department of Natural Resources and Parks, Director or their designees are unable to resolve the dispute within ten 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 Executive or their designees. They shall confer and attempt to resolve the dispute within five 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 Executive or their designees are unable to resolve the dispute within five business days as provided in step two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and King County's Executive. They shall confer and attempt to resolve the dispute within five 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. CLOSING

7.1 CLOSING; SOUND TRANSIT PROPERTY RECORDING.

7.1.1 CLOSING/CLOSING DATE. Closing shall take place within 30 days

following the approval of this transaction by the Metropolitan King County Council or such other date as may be mutually agreed upon by the Parties (the “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 and the Sound Transit Property Recording shall occur in the offices of the Escrow Agent in Seattle, Washington.

7.1.2 ESCROW INSTRUCTIONS. The Parties shall provide written, co-signed instructions (the “Escrow Instructions,” attached to this Agreement as **EXHIBIT T**) to the Escrow Agent that implement this Agreement, including provisions for the recording of certain conveyance documents relating to the Sound Transit Property (the “Sound Transit Property Recording”) at a future date (the “Sound Transit Property Recording Date”) and the City of Redmond Road Crossing Easement at a future date (the “City of Redmond Recording Date”). Consistent with Section 1.2 of this Agreement, the Escrow Instructions shall: (a) require the Parties to confirm the actual value of the Sound Transit Property based on its actual size pursuant to the legal description in the Boundary Line Adjustment; and (b) provide further instruction as necessary to address any difference between the actual value of the Sound Transit Property relative to its estimated value stated in Section 2.2.2 of this Agreement.

7.1.3 DISPUTES. If any dispute arises between King County and Sound Transit concerning this Section 7.1 of this Agreement, or if conflicting demands or claims are made upon the Escrow Agent with respect to this Agreement, the Escrow Instructions, or the rights of either of the Parties hereunder, it is expressly agreed that the Escrow Agent shall have the absolute right, at its election, to do either or both of the following: (a) withhold and stop all further proceedings in performance of this Agreement, pending resolution of such disputes; and (b) file suit in interpleader in Superior Court in King County, Washington and obtain an order from the court requiring the Parties to interplead and litigate their claims and rights among themselves. If an interpleader suit is brought and the escrowed deed is deposited into the registry of the court, the Escrow Agent shall be immediately fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in this Agreement. The Parties agree to reimburse Escrow Agent all costs and expenses expended or incurred by the Escrow Agent in connection with or arising out of a dispute between King County and Sound Transit involving this Agreement including, but not limited to, reasonable attorneys’ fees.

7.2. PRORATIONS.

7.2.1 PRORATIONS FOR KING COUNTY PROPERTY. Real Property taxes and assessments shall be prorated as of the Closing Date. King County shall pay the cost of one-half 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. Sound Transit shall pay one-half 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, the Total Easement Processing Costs pursuant to Section 2.3, above, 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 7.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

7.2.2 PRORATIONS FOR SOUND TRANSIT PROPERTY. Real Property taxes and assessments shall be prorated as of the Sound Transit Property Recording Date. Sound Transit shall pay the cost of one-half of the escrow fee charged by the Escrow Agent, one hundred percent of any real estate excise or other transfer tax due, one hundred percent of recording fees for the Boundary Line Adjustment, and its own attorneys' fees. King County shall pay one-half 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, to the extent that such insurance and commitments are obtained; all recording fees for the Deed; its own attorneys' fees, and one hundred percent of all other costs associated with the Sound Transit Property Recording not otherwise set forth in this Agreement. Except as otherwise provided in this Section 7.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

7.3. KING COUNTY'S DELIVERY OF DOCUMENTS AT CLOSING. At Closing, King County will deliver to the Escrow Agent the signed Escrow Instructions, together with the following properly executed documents:

7.3.1 A bargain and sale deed conveying the Marymoor Park Property substantially in the form of **EXHIBIT R** attached hereto;

7.3.2 A seller's certificate of non-foreign status substantially in the form of **EXHIBIT P**, attached hereto;

7.3.3 A completed Real Estate Excise Tax Affidavit;

7.3.4 Copies of the title commitments required under Section 4.1.4 and Section 4.2.4;

7.3.5 The executed Marymoor Park Transit Way Easement substantially in the form of **EXHIBIT F**, attached hereto;

7.3.6 The executed Marymoor Park Access Road and Maintenance Easement substantially in the form of **EXHIBIT G**, attached hereto;

7.3.7 The executed Marymoor Park Tree and Vegetation Trimming Easement substantially in the form of **EXHIBIT H**, attached hereto;

7.3.8 The executed Marymoor Park TCE substantially in the form of **EXHIBIT I**, attached hereto;

7.3.9 The executed ELST Transit Way Easement substantially in the form of **EXHIBIT J**, attached hereto;

7.3.10 The executed ELST Access and Drainage Easement substantially in the form of **EXHIBIT K**, attached hereto;

7.3.11 The executed ELST Tree and Vegetation Trimming Easement substantially in the form of **EXHIBIT L**, attached hereto;

7.3.12 The executed City of Redmond Road Crossing Easement substantially in the form of **EXHIBIT D**, attached hereto;

7.3.14 The executed ELST TCE substantially in the form of **EXHIBIT N**, attached hereto;

7.3.15 The executed ELST Temporary Mitigation and Monitoring Easement substantially in the form of **EXHIBIT O**, attached hereto.

7.3.16 The executed Sammamish River Transit Way Easement substantially in the form of **EXHIBIT M**, attached hereto;

7.3.17 The executed Sammamish River TCE substantially in the form of **EXHIBIT U**, attached hereto; and

7.3.18 A countersigned original of the Boundary Line Adjustment.

7.4. SOUND TRANSIT'S DELIVERY OF PURCHASE PRICE AND DOCUMENTS AT CLOSING. At Closing, Sound Transit will deliver to the Escrow Agent the signed Escrow Instructions, together with the following consideration and properly executed documents:

7.4.1 Cash or immediately available funds in the amount of the Cash Purchase Price, plus any additional amount necessary to cover the costs set forth in 7.2.1;

7.4.2 A copy of the title commitment required under Section 4.3.4;

7.4.3 A bargain and sale deed conveying the Sound Transit Property substantially in the form of **EXHIBIT S**, attached hereto, amended to include the Sound Transit Property legal description established in the Boundary Line Adjustment;

7.4.4 The Boundary Line Adjustment; and

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

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 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 and the Sound Transit Property Recording contemplated by this Agreement.

8.2 DEFAULT AND ATTORNEYS' FEES.

8.2.1 DEFAULT ON CONVEYANCE OF REAL PROPERTY BY SOUND TRANSIT. In

the event Closing or the Sound Transit Property Recording does not occur due to default by Sound Transit, then, subject to the dispute resolution process in Article 6, King County may seek specific performance of this Agreement, provided that King County is entitled to this remedy only if it files suit within 120 days of Sound Transit's default, and further provided that King County shall have no right to bring suit for specific performance unless King County: (a) was not in default under this Agreement; and (b) tendered performance on its part.

8.2.2 DEFAULT ON CONVEYANCE OF REAL PROPERTY BY KING COUNTY. In the event Closing or the Sound Transit Property Recording does not occur due to default of King County, then subject to the dispute resolution process in Article 6, Sound Transit may seek specific performance of this Agreement, provided that Sound Transit is entitled to this remedy only if it files suit within 120 days of King County's default, and further provided that Sound Transit shall have no right to bring suit for specific performance unless Sound Transit: (a) was not in default under this Agreement; and (b) tendered performance on its part.

8.2.3 ATTORNEYS' 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 King County Property or the Sound Transit Property consistent with this Agreement, then each Party shall bear its own attorneys' fees and costs in connection with such action.

8.2.4 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 and the Sound Transit Property Recording under or termination of this Agreement.

8.2.5 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 8.2.4, and the venue and jurisdiction limits in Section 8.12, the Parties retain all rights at law and equity to enforce any matters addressed in this Agreement other than the conveyance of the King County Property and the Sound Transit Property. The Parties' retained remedies include, but are not limited to, the right to bring an action for a writ of mandamus or an action for enforcement of judgment under Title 6 RCW.

8.3 TIME.

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

8.3.2 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.

8.4 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 Sound Transit:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
Union Station
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

If to King County:

King County Facilities Management Division
Attn: Anthony Wright, Director
500 4th Avenue Suite 800, ADM-ES-0800
Seattle, WA 98104

With a copy to:

King County Parks and Recreation Division
Attn: Director's Office
201 S Jackson Street, Suite 700 KSC-NR-0700
Seattle, WA 98104

8.5 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. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. It shall not be

necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Agreement, constitute one and the same instrument.

8.6 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.

8.7 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.

8.8 BINDING EFFECT. Subject to Section 8.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 ASSIGNMENT. Neither Party shall assign this Agreement or any rights hereunder without the other Party's prior written consent.

8.15 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.

8.16 Any and all representations or warranties or other provisions in this Agreement that are conditions on terms such as “actual knowledge” or “to the County’s knowledge” or “about which the County has knowledge” are made to and limited by the present, actual knowledge of Robert Nunnenkamp, who is an employee of King County, and is a Real Property Agent of the Parks and Recreation Division of the King County Department of Natural Resources and Parks. Robert Nunnenkamp has made no inquiries or investigations with respect to the County’s representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

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

Exhibit A-1	Legal Description of Marymoor Park Parcel (RL 151)
Exhibit A-2	Legal Description of Marymoor Park Parcel (RL 153)
Exhibit A-3	Legal Description of ELST Parcel (RL 171)
Exhibit A-4	Legal Description of Sammamish River Parcel (RL 152A)
Exhibit A-5	Legal Description of Sammamish River Parcel (RL 152B)
Exhibit B-1	Legal Description of Marymoor Park Property (RL 151)
Exhibit B-2	Legal Description of Marymoor Park Property (RL 153)
Exhibit C-1	Depiction of Marymoor Park Property (RL 151)
Exhibit C-2	Depiction of Marymoor Park Property (RL 153)
Exhibit D	City of Redmond Road Crossing Easement
Exhibit E	Depiction of Sound Transit Property
Exhibit F	Marymoor Park Transit Way Easement
Exhibit G	Marymoor Park Access Road and Maintenance Easement
Exhibit H	Marymoor Park Tree and Vegetation Trimming Easement
Exhibit I	Marymoor Park TCE
Exhibit J	ELST Transit Way Easement
Exhibit K	ELST Access and Drainage Easement
Exhibit L	ELST Tree and Vegetation Trimming Easement
Exhibit M	Sammamish River Transit Way Easement
Exhibit N	ELST TCE
Exhibit O	ELST Temporary Mitigation and Monitoring Easement
Exhibit P	King County’s Certificate of Non-Foreign Status
Exhibit Q	Sound Transit’s Certificate of Non-Foreign Status
Exhibit R	Bargain and Sale Deed for Marymoor Park Property

Exhibit S Sound Transit Property Bargain and Sale Deed
Exhibit T Escrow Instructions
Exhibit U Sammamish River TCE

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

KING COUNTY

By: _____

Name:

Title:

Date: _____

APPROVED AS TO FORM:

By: _____
Senior Deputy Prosecuting Attorney

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Senior Legal Counsel

EXHIBIT A-1

ENTIRE PARCEL DESCRIPTION

RL-151

TAX PARCEL NUMBER 112505-9016

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] UPDATED 2ND COMMITMENT- AS PARCEL A

EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

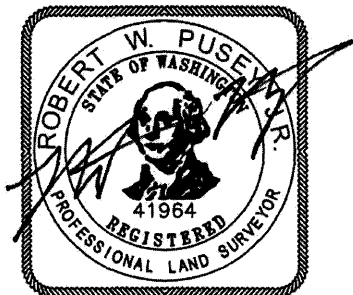
THAT PORTION OF THE EAST HALF TO THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD 1309;

EXCEPT THAT PORTION LYING WITHIN SAMMAMISH WATER DISTRICT NO. 3;

EXCEPT STATE HIGHWAY SR 520;

EXCEPT THAT PORTION LYING NORTHERLY OF STATE HIGHWAY SR 520; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20060525000924.



12-05-18

EXHIBIT A-2

ENTIRE PARCEL DESCRIPTION

RL-153

TAX PARCEL NUMBER 122505-9037

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] AS PARCEL B
EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF STATE HIGHWAY SR 520;
ALSO

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; ALSO

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE EAST 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 30 ACRES, WHICH IS 200 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 87°50'18" EAST, PARALLEL WITH THE SOUTH LINE OF SAID EAST 30 ACRES, 600 FEET; THENCE NORTH 47°09'42" EAST 276.19 FEET; THENCE NORTH 01°07'26" EAST 845.97 FEET, MORE OR LESS, TO A POINT 60 FEET SOUTH OF THE NORTH LINE OF SAID EAST 30 ACRES; THENCE EASTERLY 200 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID EAST 30 ACRES, TO THE EAST LINE OF SAID EAST 30 ACRES AND THE TERMINUS OF SAID LINE;



EXHIBIT A-3

ENTIRE PARCEL DESCRIPTION

RL-171

TAX PARCEL NUMBER 122505-9265

PER CHICAGO TITLE COMMITMENT NUMBER 0110439-06 [ROW RL171]

EFFECTIVE DATE: NOVEMBER 8, 2017 AT 8:00 A.M.

THAT PORTION OF THE BNSF RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY-SNOQUALMIE BRANCH) LYING WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON



7-8-2019

EXHIBIT A-4

ENTIRE PARCEL DESCRIPTION

RL-152A

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL

EXCEPT THAT PORTION LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



10-7-2019

EXHIBIT A-5

ENTIRE PARCEL DESCRIPTION

RL-152A

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL

EXCEPT THAT PORTION LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



10-7-2019

EXHIBIT B-1

FEE ACQUISITION DESCRIPTION ①

RL-151

TAX PARCEL NUMBER 112505-9016

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-1 "PARCEL A", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°03'01" WEST, 18.64 FEET ALONG THE EAST LINE OF SAID PARCEL;

THENCE NORTH 88°25'30" WEST, 180.02 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5,101.56 FEET;

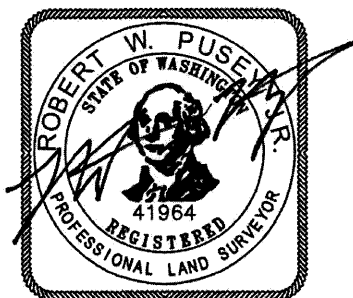
THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 177.33 FEET, THROUGH A CENTRAL ANGLE OF 1°59'30", TO A POINT ON SAID RIGHT OF WAY LINE;

THENCE NORTH 86°43'13" EAST, 255.54 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 88°28'51" EAST, 102.52 FEET ALONG SAID RIGHT OF WAY LINE TO THE **POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 4,058 SQUARE FEET, MORE OR LESS.



12-05-18

EXHIBIT B-2

FEE ACQUISITION DESCRIPTION ①

RL-153

TAX PARCEL NUMBER 122505-9037

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-2 "PARCEL B", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°18'40" WEST, 59.91 FEET ALONG THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 74°04'49" WEST, 34.67 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,240.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 431.16 FEET, THROUGH A CENTRAL ANGLE OF 19°55'20";

THENCE NORTH 85°59'51" WEST, 769.68 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 9,100.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 385.56 FEET, THROUGH A CENTRAL ANGLE OF 2°25'39";

THENCE NORTH 88°25'30" WEST, 1,029.99 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE NORTH 01°03'01" EAST, 18.64 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 88°28'51" EAST, 1,797.48 FEET ALONG SAID SOUTH RIGHT OF WAY LINE;

THENCE SOUTH 82°46'12" EAST, 201.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE;

THENCE SOUTH 87°33'17" EAST, 322.31 FEET ALONG SAID SOUTH RIGHT OF WAY LINE;

THENCE NORTH 75°58'49" EAST, 335.25 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE **POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 79,658 SQUARE FEET, MORE OR LESS.

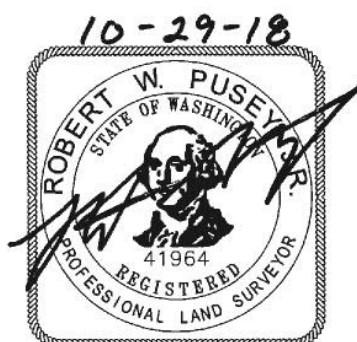
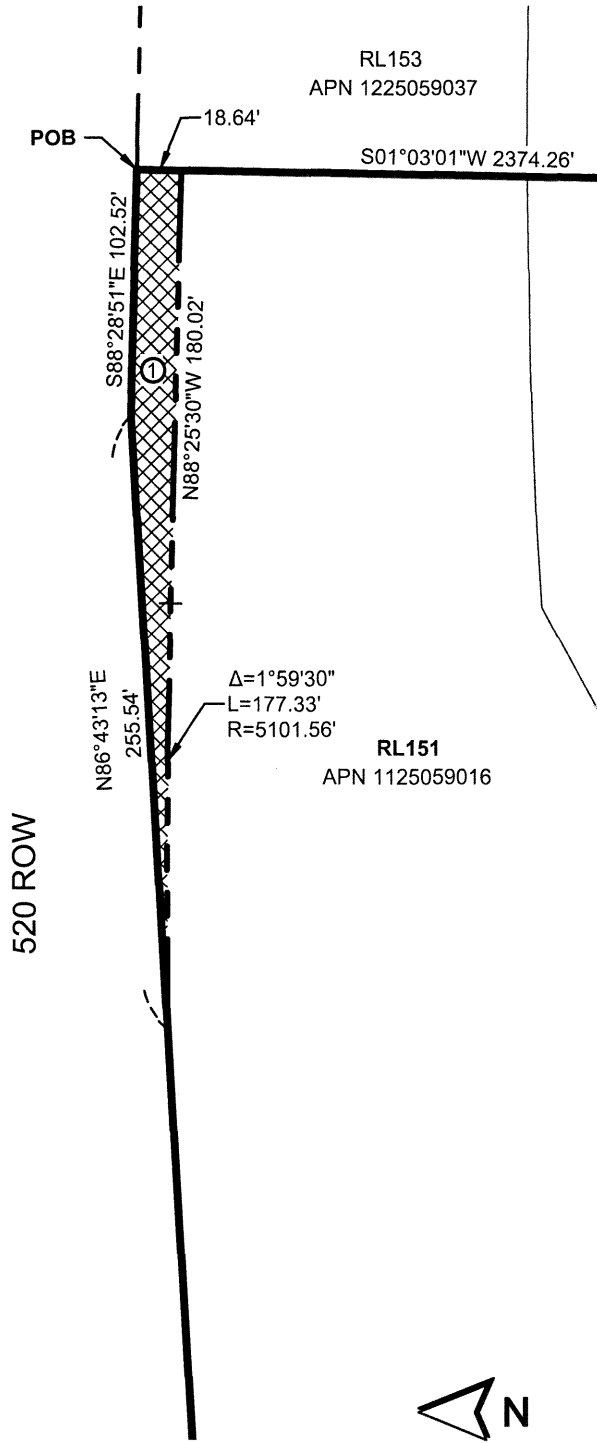
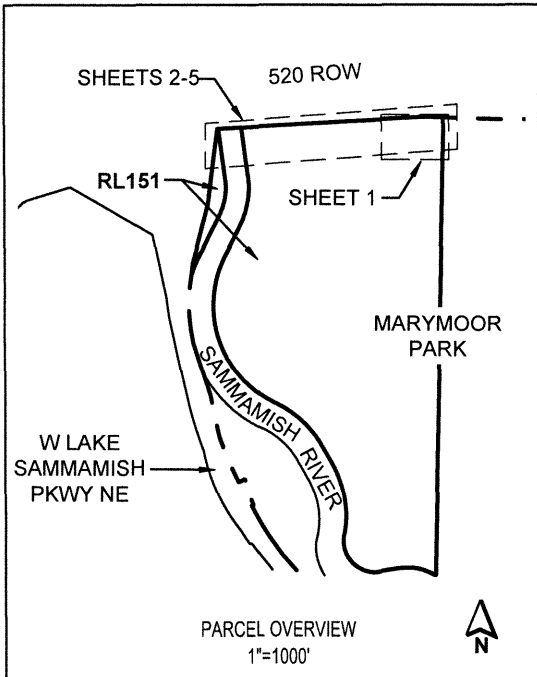


EXHIBIT C-1
TAX PARCEL NO. 1125059016
E 1/2, SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



LEGEND



PARCEL BOUNDARY
 FEE TAKE LINE
 RIGHT-OF-WAY LINE

Ⓢ IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT

Parametrix

0 80'
1" = 80'

PAGE 1 OF 5

12-05-18

ROBERT W. PUSEY
 STATE OF WASHINGTON
 41964
 REGISTERED
 PROFESSIONAL LAND SURVEYOR

PARCEL AREA: 2,364,524 SF*
 ① FEE TAKE: 4,058 SF
 REMAINING AREA: 2,360,466 SF*
 *= PER KING COUNTY ASSESSOR MAP

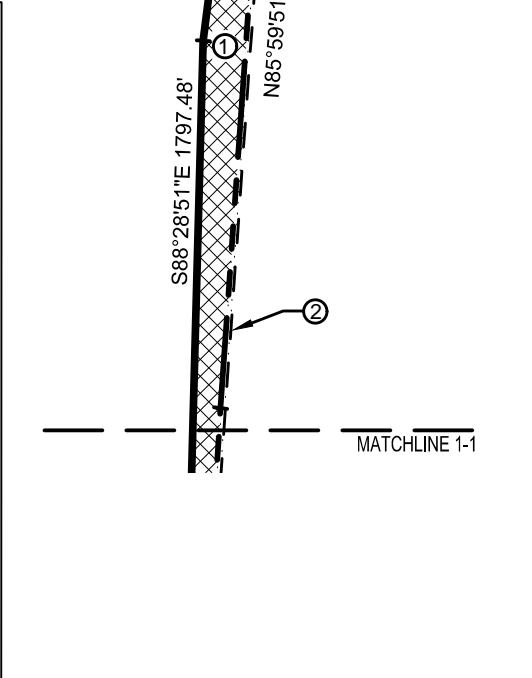
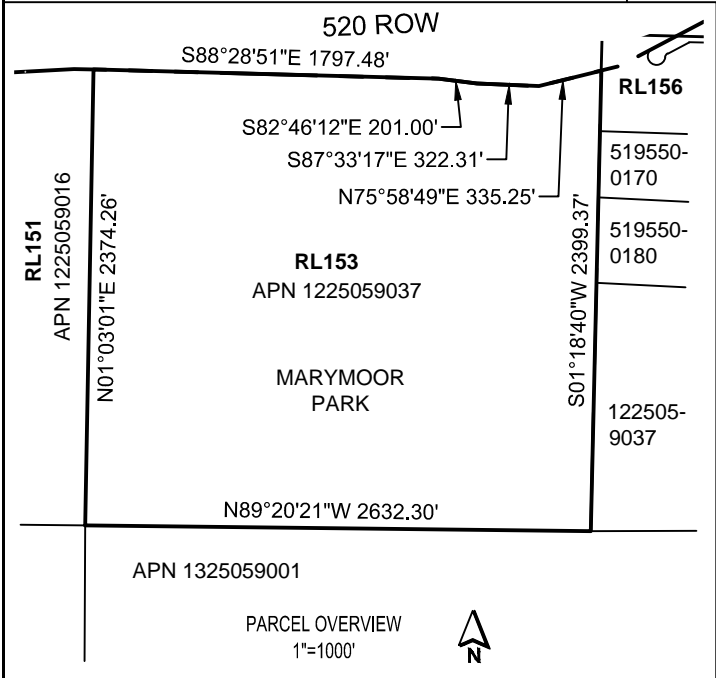
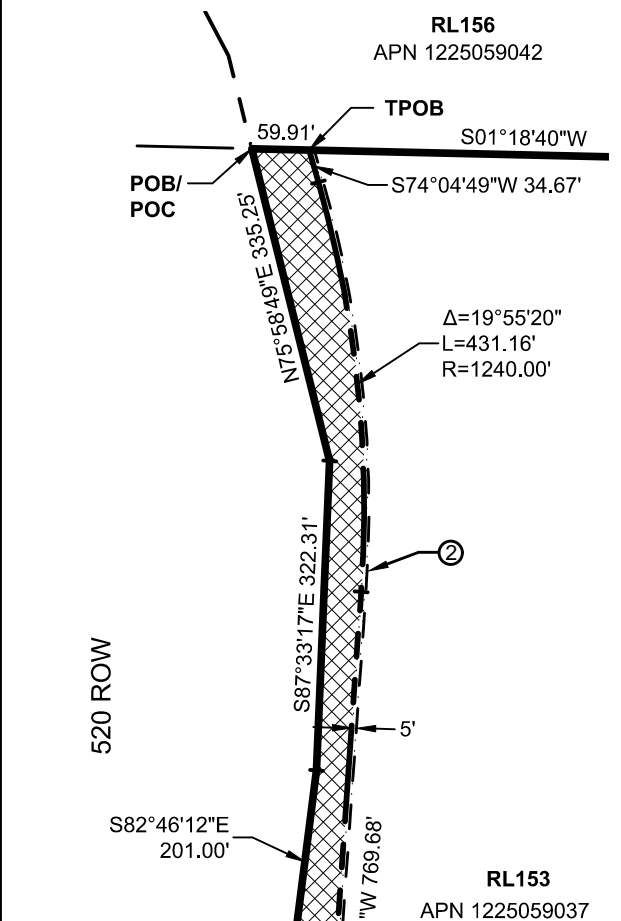
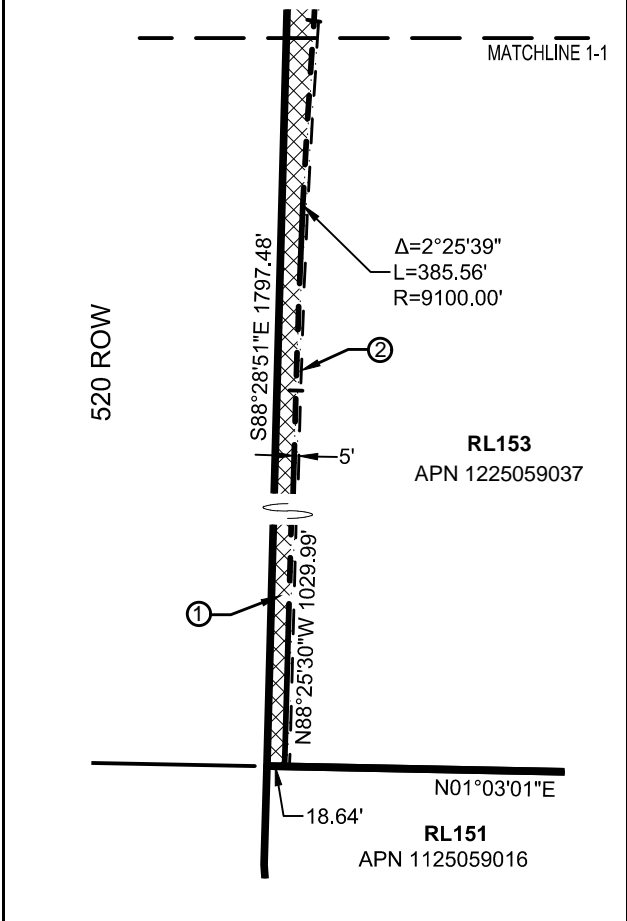
PARCEL MAP R/W NO. RL 151

ASSESSOR NO.: 1125059016 DATE: 12/05/2018

OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT C-2
 TAX PARCEL NO. 1225059037
 SW 1/4, SECTION 12 T 25 N, R 05 E, W.M.



LEGEND

- FEE TAKE
- MAINTENANCE ESMT
- PARCEL BOUNDARY
- FEE TAKE LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE PERMANENT

Ⓜ IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT
Parametrix

0 200'
 1" = 200'



PARCEL AREA: 6,207,241 SF Ⓜ MAINT. ESMT: 13,255 SF
 Ⓜ FEE TAKE: 79,658 SF
 REMAINING AREA: 6,127,583 SF

PARCEL MAP R/W NO. RL 153

ASSESSOR NO.: 1225059037 DATE: 10/29/2018

OWNER: KING COUNTY
 KING COUNTY, WA

When recorded return to:

King County Real Estate Services
Room 830 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104

EXHIBIT D

Grantor: King County, Washington
Grantee: City of Redmond, Washington
Legal: Portion of the S ½ of the NE ¼ and the E ½ of the SE ¼ of STR 12/25/5
Tax Acct: 1225059265
Related Accounts: N/A

ROAD AND UTILITY EASEMENT

A. RECITALS

1. King County (the County), a home-rule charter county and political subdivision of the State of Washington, is the owner of certain real property situated in King County, Washington, identified as Tax Parcel Number 1225059265, and described in **Exhibit A** (the “Property”).
2. Central Puget Sound Regional Transit Authority (Sound Transit) is constructing its Downtown Redmond Link Extension Project (the “DRLE Project”) within the City of Redmond, a Washington municipal corporation and code city with a mayor-council form of government (the City). As a condition of the permits required for constructing the DRLE Project within the City, the City required Sound Transit to expand and improve a portion of Northeast 70th Street located on the Property, as described in **Exhibit B** and illustrated in **Exhibit C, as area 1** (the “Easement Area”). Sound Transit has agreed to purchase an access easement for road purposes and for driveway ingress and egress and a utility easement over the Easement Area (the “Easement”) from the County for the City, subject to the terms and conditions herein, and the City is willing to accept the same.
3. Sound Transit will purchase the Easement for the City pursuant to a purchase and sale agreement between the County and Sound Transit (the “Purchase and Sale Agreement”). The Easement will be held in escrow while Sound Transit performs the construction work on the Easement Area (the “Initial Improvements”) pursuant to a temporary construction easement from the County. Upon Sound Transit’s completion of the Initial

Improvements, the Easement will be released from escrow, recorded, and conveyed from the County to the City.

4. The County and the City are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

B. GRANT OF EASEMENT

1. NOW, THEREFORE, subject to the terms and conditions set forth in this Easement, and in furtherance of and for the consideration recited in the Purchase and Sale Agreement and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the County hereby grants to the City, its successors, and assigns, the permanent, nonexclusive easements, subject to the limitations in **Article C.2**, described and illustrated in **Exhibits B** and **C** for the purposes of constructing, reconstructing, installing, and repairing and maintaining a public road, sidewalks, public and private utilities (including, but not limited to, underground electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), on, through, under, along, and across that certain parcel of land situated in King County, Washington, legally described on **Exhibit A**.
2. This Easement is appurtenant to and for benefit of the real property, property interests, and related improvements that make up the City of Redmond street and utility system.
3. This Easement is granted subject to the City’s acceptance and continuing compliance with the terms and conditions set forth below in **Article C**.

C. TERMS AND CONDITIONS

1. General Limitations on Grant of Easement; Relinquishment and Extinguishment.

- 1.1 Non-exclusivity. This is a non-exclusive access and utility easement. The County reserves all rights to use and to regulate the Easement Area for motorized and non-motorized forms of transportation, for site maintenance and management purposes, and for all other lawful purposes of the County.
- 1.2 City’s Duty to Repair Damage. The City may not damage, or allow others to damage, any part of the Easement Area except as may be contemplated in conformance with any improvements or betterments that the City or its successors, assigns, or franchisees may make in, on, or to the Easement Area within the scope of this Easement (“Future Improvements”). If, in exercising their rights under this Easement, the City or its successors or assigns damage or disturb the Property, then the City shall restore the Easement Area and any other damaged portions of the Property to the same or better condition as existed immediately prior to such damage.
- 1.3 City to Bear All Project Costs. As between the Parties, the City shall have sole responsibility for, and shall bear all cost and expense of design, construction, operation,

maintenance, repair, restoration, or improvements of any of the Initial Improvements or Future Improvements (collectively, “Improvements”) within the scope of this Easement, and King County expressly disclaims and rejects any duty or obligation to pay for or to execute the same, save and except to the extent that the County’s own separate actions or projects may affect the Improvements.

- 1.4 Future Improvements to Comply with Applicable Laws and Regulations. As between the Parties, the City shall be solely responsible to obtain and comply with any and all needed permits, approvals, terms, or conditions that may be required by any agency with jurisdiction and to pay all fees and costs associated with any work, design, construction, operation and maintenance, or repair undertaken by the City in connection with this Easement including, but not limited to, any permits or other authorizations that may be required by King County or the State of Washington. The grant of use rights under this Easement does not relieve the City of its duty to comply with all applicable laws and regulations concerning the activities and improvements contemplated in this Easement, and this Easement shall not be interpreted or construed to authorize the City to undertake any of those activities or improvements. Without limiting the use rights granted under the terms and conditions of this Easement, the County specifically negates and disclaims any warranty or representation, whether express or implied, that any agency with jurisdiction has granted or will grant permission for the City to undertake any of the activities or Improvements contemplated in this Easement.
- 1.5 City Right to Relinquish Easement. The City may relinquish this Easement at any time by executing a notice of relinquishment releasing all interest in this Easement and the Easement Area, recording the notice in the real property records of King County, and mailing a copy of the recorded notice to the County at the addresses specified in **Article 10**. PROVIDED, that relinquishment shall not relieve the City of any duty arising under or relating to this Easement on or before the recording date of the relinquishment notice.

2. Railbanking and Freight Rail Reactivation.

- 2.1 The City acknowledges that the Property, together with the remainder of the East Lake Sammamish Trail and certain other property collectively referred to as the Redmond – Issaquah Line from milepost 7.3 to milepost 19.75 and formerly owned by BNSF Railway Company, has been “Railbanked” under 16 U.S.C. §1247(d) and its implementing regulations including, but not limited to, 49 C.F.R. §1152.29 (collectively, the “Railbanking Legislation”). The City further acknowledges that pursuant to that certain Notice of Interim Trail Use issued by the Surface Transportation Board in STB Docket No. AB-6 (Sub-No. 380X) (Service Date September 18, 1998), the County is the designated Interim Trail User for the Redmond – Issaquah Line from milepost 7.3 to milepost 18.2, which status subjects the County to certain legal obligations under the Railbanking Legislation and related to the Property (the “Railbanking Obligations”) including, but not limited to, trail-related obligations.

- 2.2 In light of the Property’s railbanked status, all future utility crossings within fifteen feet (15’) of the centerline of the former railbed shall meet current railroad standards.
- 2.3 The City acknowledges that the Improvements will modify the Property. The City acknowledges that such modification could, potentially, result in the County (as the Interim Trail User) being obligated to bear costs or expenses to restore or improve the Property for reactivated freight rail service (“Reactivation Costs”).
- 2.4 In consideration of these potential future impacts of the City’s use of the Easement Area, the City hereby agrees that if the County is required as a result of its Railbanking Obligations to bear Reactivation Costs, the City shall indemnify the County for all costs or expenses reasonably necessary to satisfy the County’s Railbanking Obligations that the County would not have incurred but for the Improvements; provided, however, that the City is not required to indemnify the County to the extent that such additional costs or expenses are paid or required to be paid, in whole or in part, by the person or entity requesting reactivation of freight rail service or by another third party.
- 2.4 The City further understands, acknowledges, and agrees that reactivation of interstate freight rail service may require the City, at the City’s sole cost and expense, to modify, relocate, demolish, or remove the Improvements. Alternatively, the City may negotiate with the person or entity that reactivates freight rail service to accommodate the City’s continued exercise of its easement rights in the Property.

3. INDEMNITY

- 3.1 The City shall indemnify, defend, and save harmless the County and its officers, agents, employees, successors, and assigns, from and against any and all liability, including any and all suits, claims, actions, administrative proceedings, losses, costs, penalties, response costs, attorney’s fees, expert witness fees, injuries, or damages of whatsoever kind or nature (collectively, “Claims”), arising out of or relating to: (i) the Improvements; (ii) the City’s exercise of the use rights and privileges granted under this Easement; (iii) the City’s performance of, or failure to perform, its duties and obligations under this Easement; or (iv) the City’s negligent or intentional acts or omissions in connection with this Easement, the Improvements, or the Property. The City’s obligations under this **Section C.3.1** include the duty to promptly accept tender of defense and to provide defense to the County at the City’s own expense for any Claim covered by this **Section C.3.1**.
- 3.2 The indemnification in **Section C.3.1** is specifically and expressly intended to include, but is not limited to, all Claims against the County by the City’s respective employees, former employees, consultants, contractors, or subcontractors; and the City expressly waives, as respect the County only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide the County with a complete indemnity for the actions of the City’s officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers,

agents or employees. This indemnification has been the subject of specific negotiation between the Parties.

- 3.3 In the event it is determined that RCW 4.24.115 applies to this Easement or the Improvements or the other City activities contemplated herein, the City agrees to defend, hold harmless, and indemnify the County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the County to the full extent of the City's negligence.
- 3.4 If the County incurs attorney's fees, legal expenses, or other costs to enforce the provisions of this **Article C.3** and if the County is successful in enforcing the provisions of this **Article C.3**, then all such fees, expenses, and costs shall be recoverable from the City.

4. CONDITION OF PROPERTY; ENVIRONMENTAL MATTERS

- 4.1 The City understands, acknowledges, and agrees that the County 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 and the Easement Area including, without limitation, all matters pertaining to Hazardous Material as defined in **Section C.4.2**. By executing this Easement, the City agrees that it accepts the condition of the Easement Area and the Property "AS IS, WHERE IS."
- 4.2 For purposes of this Easement, 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 Easement, the term "Hazardous Material" shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.
- 4.3 At its own cost and expense, the City shall comply with any existing or hereafter enacted Environmental Law that affects the City's activities in, on, or in connection with the Easement Area. The City shall be solely responsible to obtain all required permits and approvals before commencing any work in or on the Easement Area and to make all necessary submissions to appropriate agencies charged with enforcing Environmental

Law that may affect the City's use of or activities in, on, or in connection with the Easement Area.

- 4.4 In addition to all other indemnities provided in this Easement, the City shall defend, indemnify, and hold the County harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation all investigation, cleanup, or other remedial costs (and including attorney's fees, costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) arising from either: (i) the placement, release, or use by the City (or their respective officers, agents, contractors, subcontractors, or invitees) of any Hazardous Material on the Easement Area, the Property, or that portion of the City's streets and utilities directly abutting on the Easement Area; or (ii) the migration of any such Hazardous Material from the Easement Area or that portion of the City's streets and utilities directly abutting on the Easement Area to other properties or the surrounding environment. The provisions of this **Article C.4** are in addition to, and not in place of, the City's indemnity duties under **Article C.3**.

5. **INSURANCE**

- 5.1 The City shall maintain commercially reasonable insurance to protect its interests and the County's interests to the extent they may be affected by this Easement and the activities and uses contemplated herein. This insurance requirement may be met through a program of self-insurance or participation in a risk-sharing pool. The City shall provide written proof of commercially reasonable insurance upon demand of the County. The County reserves the right to review such insurance policies for adequacy.
- 5.2 The City shall require its contractors and subcontractors of all tiers to name King County as an additional insured on any insurance policy that may apply to any work performed on the Easement Area or in connection with the Improvements. The County may request certificates of insurance or copies of insurance policies from any contractors and subcontractors of all tiers that perform work on the Easement Area or in connection with the Improvements. The County, after its review of such insurance certificates or policies, may require adjustments with regard to limits, scope, or types of insurance to be provided by the City's contractors and subcontractors; provided, however, that such adjustments shall be in accordance with reasonably prudent risk management practices and road and utility construction insurance industry standards. The City shall require its contractors and subcontractors to supply insurance in conformance with the County's adjustments.
- 5.3 The insurance-related obligations contained in this **Article C.5** shall survive the expiration, assignment, transfer, abandonment or termination of this Easement and the easement rights and restrictive covenants granted hereunder.
- 5.4 Failure to maintain the insurance required under this **Article C.5** shall constitute a material default by the City under this Easement.

6. DISPUTE RESOLUTION

- 6.1 The Parties agree to negotiate in good faith to resolve any disputes arising under this Easement so that the purposes of this Agreement are not frustrated, and before seeking to resolve disputes in a court of law or any other forum. Neither Party may seek relief in a court of law until and unless the dispute resolution process set forth in this **Article C.6** has been completed in good faith.
- 6.2 The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this **Article C.6**. The Parties' Designated Representatives shall be the persons identified in **Article C.7** to receive notice for the County and for the City respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.
- 6.3 If a dispute arises, then:
- Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.
- Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the City's Planning Director and the County's Parks Division Director or their designees. The City's Planning Director and the County's Parks Division Director shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference, videoconference, etc.
- 6.4 If the Parties cannot resolve the dispute utilizing the process in **Section C.6.3**, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs, and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney's fees or costs. If additional parties participate in the mediation, then each participant shall pay an equal share of mediator's fees, costs, and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.
- 6.5 During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Easement.
- 6.6 The following provisions of this Easement are not subject to dispute resolution under this **Article C.6**:

- A. **Section C.1.5** regarding relinquishment;
- B. **Article C.3** regarding indemnities;
- C. **Article C.4** regarding environmental matters;
- D. **Article C.5** regarding insurance;
- E. **Article C.8** regarding default; and
- F. **Section C.8.3** regarding liens.

7. NOTICE

- 7.1 Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested.
- 7.2 All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to the COUNTY: Director, Parks and Recreation Division
King County Department of Parks and Recreation
KSC-NR-0700
201 South Jackson Street
Seattle, WA 98104-3856

With a copy to: Manager, Real Estate Services
500 Fourth Avenue
ADM-ES-0500
Seattle, WA 98104

If to the CITY: Planning Director
City of Redmond
15670 NE 85th Street
P.O. Box 97010
M/S: 4SPL
Redmond, WA 98073-9710

8. OTHER TERMS AND CONDITIONS.

- 8.1 The City may not assign or transfer this Easement or any interest or rights herein, nor delegate its duties under this Easement, nor shall this Easement or any interest hereunder be assignable, delegable, or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the County, which consent shall not be unreasonably withheld. If the County gives its consent to any assignment, delegation, or other transfer, this **Section C.8.1** shall nevertheless continue in full force and effect, and no further assignment, delegation, or other transfer shall be

- made without the County's consent. No assignment or transfer shall release the City of its obligations under this Easement.
- 8.2 The City shall pay, as they become due and payable, all applicable taxes and all fees, charges, and expenses for licenses and/or permits required for or occasioned by the Improvements or the City's use of the Easement Area.
- 8.3 The City acknowledges that the County may not, and shall not, be subject to claims or liens for labor or materials. The City shall keep the Easement Area and any other property of the County free of any liens for any providers of work, labor, material, or services claiming by, through, or under the City. The City shall indemnify, defend, and hold the County harmless from and against any such claims or liens and the County's attorney's fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by the City within ten (10) days after notice of filing by bonding, payment, or other arrangement satisfactory to the County. Failure to comply with this **Section C.8.3** shall be a material breach of this Easement.
- 8.4 The County and the City shall not discriminate on the basis of race, color, sex, religion, nationality, gender identity or expression, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Easement. The County and the City shall comply fully with all applicable federal, state, and local laws and executive orders and regulations which prohibit such discrimination. These laws include, but are not limited to, King County Charter Section 840, Chapter 49.60 of the Revised Code of Washington, and Titles VI and VII of the Civil Rights Act of 1964.
- 8.5 If any provision of this Easement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the Parties. If a court finds that any provision of this Easement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 8.6 The failure of either Party to enforce any provision of this Easement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Easement.
- 8.7 To the extent consistent with its terms, the right, conditions, and provisions of this Easement shall inure to the benefit of and binding upon the heirs, executors, administrators, and successors, and assigns of the Parties.
- 8.8 No provision of this Easement shall preclude the County from pursuing any other remedies, in law or equity, for the City's failure to perform its obligations.

- 8.9 The following provisions of this Easement shall survive the relinquishment, extinguishment, termination, or expiration of this Easement for any event occurring prior to or on the date of such relinquishment, extinguishment, termination, or expiration: **Article C.2**, regarding railbanking; **Article C.3**, regarding indemnities; **Article C.4**, regarding environmental matters; and **Article C.5**, regarding insurance.
- 8.10 The captions in this Easement are for convenience only and do not in any way limit or amplify the provisions of the Easement. Words of any gender used in this Easement shall include any other gender, and words in the singular number shall include the plural, and vice versa, unless the context requires otherwise.
- 8.11 This Easement (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 Easement and signed by all Parties hereto. All other agreements between the Parties regarding the subject matter of this Easement, whether oral or written, or express or implied, are hereby terminated and no longer applicable from and after the date this Easement is executed by the County.
- 8.12 The Parties to this Easement execute and implement this Easement solely as grantor and grantee of an easement. No partnership, joint venture, or joint undertaking of the Parties shall be construed from this Easement. This Easement creates no right, privilege, obligation, duty, or cause of action in any person or entity not a party to it. Nothing in this Easement shall be interpreted or applied to limit the police or governmental powers of King County or the City of Redmond.
- 8.13 This Easement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The Superior Court of King County, Washington, shall have the exclusive jurisdiction and venue of any litigation arising out of or relating to this Easement. Except as otherwise provided by the express terms of this Easement, if the Parties litigate any controversy, claim, or dispute arising out of or relating to this Easement, then each Party shall be solely responsible for the payment of its own legal expenses including, but not limited to, attorney's fees and costs.
- 8.14 This Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Easement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Easement.

8.15 The following exhibits to this Easement are incorporated by this reference as if fully set forth herein:

Exhibit A – Legal Description of Entire Parcel

Exhibit B – Easement Area Description

Exhibit C – Illustration of Easement Area

EXECUTED by King County and ACCEPTED by the City of Redmond effective as of the dates set forth below.

City of Redmond

King County

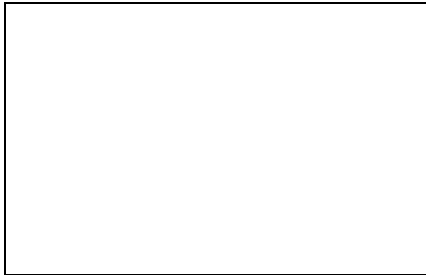
APPROVED FOR FORM:

Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of **KING COUNTY**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument 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 the said instrument.

Dated: _____.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of **THE CITY OF REDMOND**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **THE CITY OF REDMOND**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-171

TAX PARCEL NUMBER 122505-9265

PER CHICAGO TITLE COMMITMENT NUMBER 0110439-06 [ROW RL171]

EFFECTIVE DATE: NOVEMBER 8, 2017 AT 8:00 A.M.

THAT PORTION OF THE BNSF RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY-SNOQUALMIE BRANCH) LYING WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON



7-8-2019

EXHIBIT B

PERMANENT EASEMENT DESCRIPTION ①

RL-171

TAX PARCEL NUMBER 122505-9265

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST W.M. AND THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY;

THENCE SOUTH 69°08'08" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 646.07 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,914.93 FEET;

THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°15'15" FOR AN ARC LENGTH OF 1,132.18 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID 2,914.93 RADIUS CURVE AND ALONG SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 02°57'48" FOR AN ARC LENGTH OF 150.76 FEET;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, NORTH 88°30'04" WEST, A DISTANCE OF 145.17 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 43°58'37" WEST AND HAVING A RADIUS OF 2,814.93 FEET;

THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID RIGHT OF WAY LINE THROUGH A CENTRAL ANGLE OF 01°30'11" FOR AN ARC LENGTH OF 73.85 FEET TO A POINT ON THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE SOUTH LINE OF SAID NORTHEAST QUARTER AND A POINT ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2814.93 FEET;

THENCE ALONG SAID 2814.93 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°42'03" FOR AN ARC LENGTH OF 83.47 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, SOUTH 88°30'04" EAST, A DISTANCE OF 154.11 FEET TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING.

AREA CONTAINS 15,395 SQUARE FEET, MORE OR LESS.

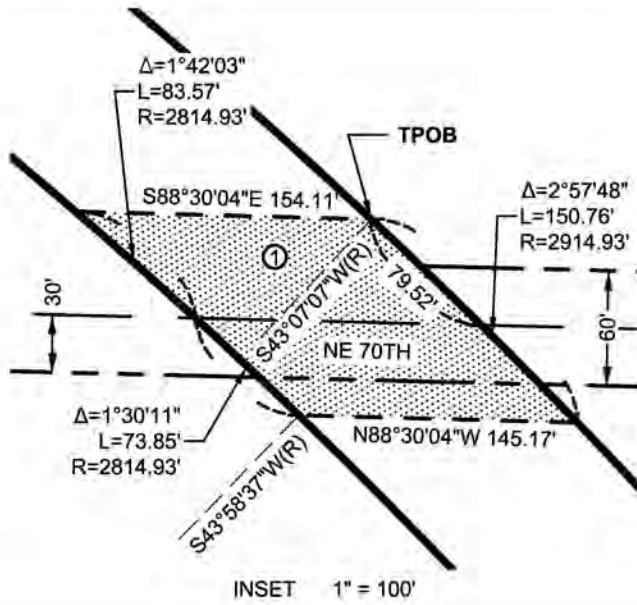
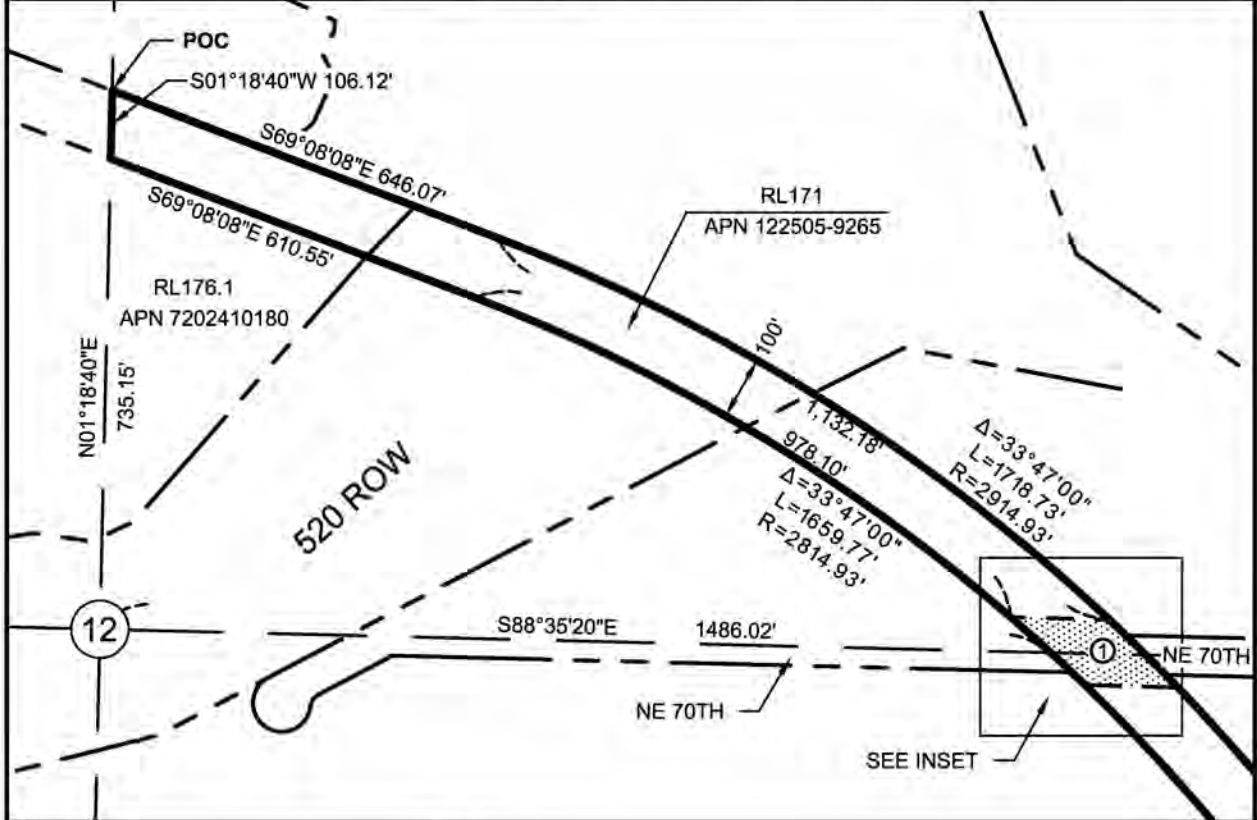


7-8-2019

EXHIBIT C
 TAX PARCEL NO. 122505-9265
 NE 1/4 & SE 1/4, SECTION 12, T 25 N, R 05 E, W.M.



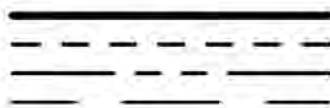
PARCEL OVERVIEW AND PERMANENT EASEMENTS



LEGEND

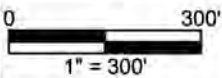


PERMANENT ESMT



PARCEL BOUNDARY
 EASEMENT LINE PERMANENT
 RIGHT-OF-WAY LINE
 QUARTER SECTION LINE

① IDENTIFIER FOR AREA TABLE IN FOOTER



7-8-2019

① PERM. ESMT: 15,395 SF
 *NOTE-NO EASEMENT ② EXISTS ON THIS PARCEL

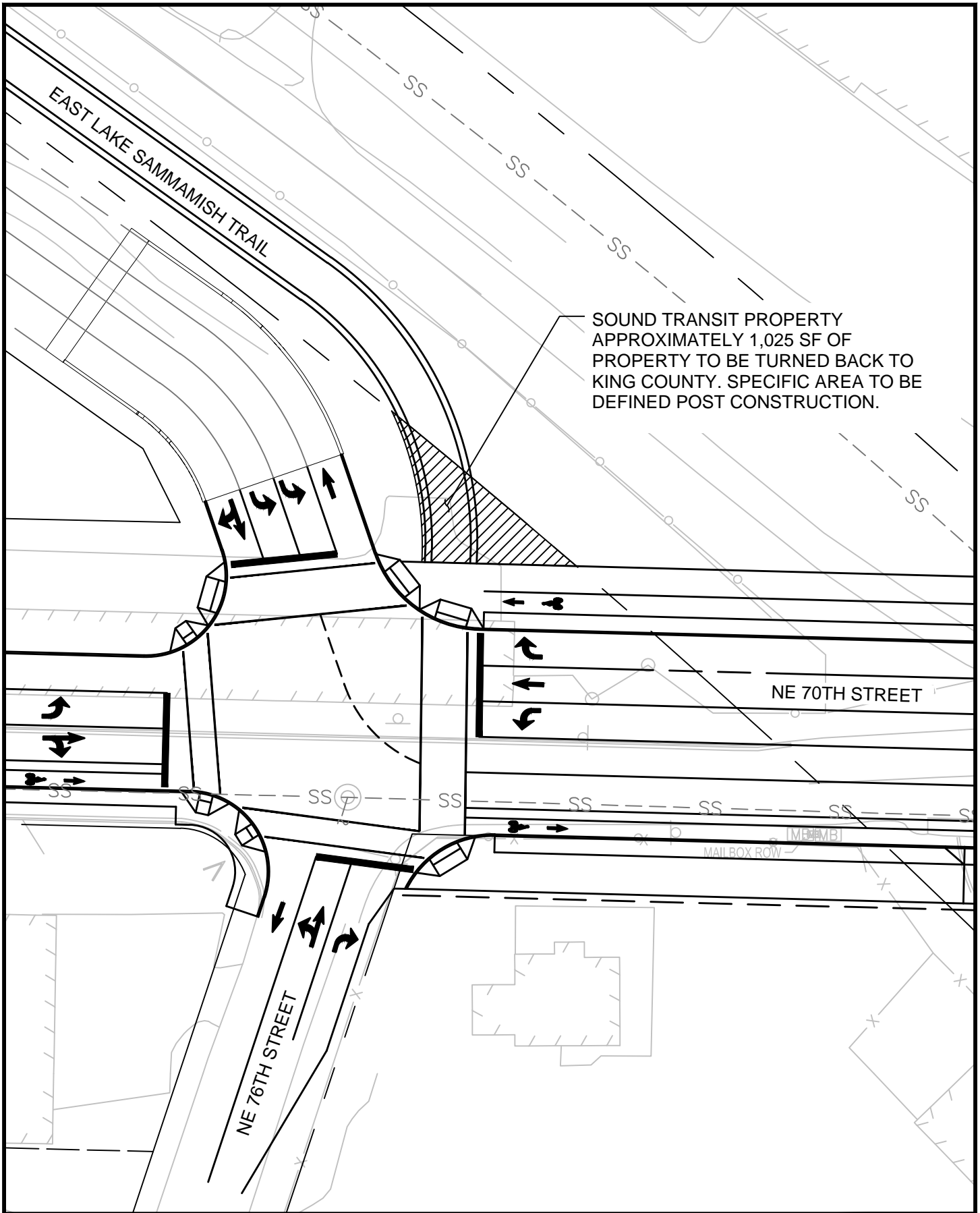
PARCEL MAP R/W NO. RL 171

ASSESSOR NO.: 122505-9265 DATE: 7/8/2019

OWNER: KING COUNTY

CITY OF REDMOND

KING COUNTY, WA



SOUND TRANSIT PROPERTY
 APPROXIMATELY 1,025 SF OF
 PROPERTY TO BE TURNED BACK TO
 KING COUNTY. SPECIFIC AREA TO BE
 DEFINED POST CONSTRUCTION.



EXHIBIT E
SOUND TRANSIT PROPERTY
DOWNTOWN REDMOND LINK EXTENSION

EXHIBIT F

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

**TRANSIT WAY EASEMENT
FOR MARYMOOR PARK PROPERTY**

Grantor: King County
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Portions of the southeast quarter of Section 11, Township 25 North, Range 5 East
Assessor's Tax Parcel No.: 112505-9016 and 122505-HYDR (portion)
ROW No.: RL151 and RL152A

KING COUNTY, a political subdivision of the State of Washington ("Grantor") is the owner of real property adjacent to the City of Redmond and commonly known as **Marymoor Park**, and more particularly described in the legal descriptions attached as **Exhibits A-1 and A-3** (the "Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee will construct a portion of the Link light rail system called the **Downtown Redmond Link Extension** ("Project").

Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties."

Grantee desires to use a certain portion of the Property in connection with the construction, operation, and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement. Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors, and assigns, a permanent transit way easement ("Easement") within, over, across, through, under, and upon the portions of the Property more particularly described in the attached **Exhibits B-1 and B-3** and depicted in the attached **Exhibit C-1** as **Area 4** and **Exhibit C-3** as **Areas 1A and 1B** ("Easement Area"). Grantee's rights under this Easement within RL 152A include: Aerial rights and no other rights within the "Aerial Area" over the Sammamish River at an elevation of 31 feet to 140 feet (vertical datum NAVD 88) and laterally bounded by vertical projections of the river's ordinary high water mark; and ground and aerial rights within the "Upland Area" along both sides of the Sammamish River channel above the river's ordinary high water mark. The Easement Area contains a total of 412 square feet of easement area, containing 310 square feet, more or less, of "Aerial Area," and containing 102 square feet, more or less, of "Upland Area." If there is any conflict or ambiguity between the preceding two sentences and the Exhibits to this Easement, then the Exhibits will control. Subject to the limitations in Section 4 of this Easement, Grantor

reserves for itself all right, title, and interest to, and use and enjoyment of, the Property and the Easement Area not specifically granted to Grantee under this Easement.

2. Purpose of Easement.

2.1 Grantee, its agents, contractors, subcontractors, and permittees may use the Easement Area, including reasonable entry into Grantor's improvements located in the Easement Area, for purposes of removing structures or other impediments to Grantee's use of the Easement Area and installing improvements including columns, foundations, aerial guideway, and on-grade trackway (collectively, the "Transit Way"), and for purposes of conducting Link light rail-related activities including, but not limited to, the construction, operation, inspection, maintenance, repair, replacement, improvement, removal, and use of a segment of the Link light rail system and all appurtenances thereto. Grantee may undertake other Link light rail-related uses in the Easement Area, but only to the extent that such other uses do not materially interfere with: (A) Grantor's use and enjoyment of its reserved rights in the Property; or (B) the public's use and enjoyment of Marymoor Park, of which the Property is a part.

2.2 The Parties acknowledge that Grantor will grant a separate tree and vegetation trimming easement to Grantee. To the extent that trees or vegetation located outside the area covered by the tree and vegetation trimming easement may pose a risk to Grantee's Link light rail operations or improvements, Grantee shall communicate to Grantor regarding such risks and the Parties shall negotiate in good faith to address them in a timely manner. Grantee acknowledges that this Easement does not authorize Grantee to trim any trees or vegetation on the Property outside the trimming easement area.

2.3 The Parties acknowledge that Grantor will grant a separate access road and maintenance easement to Grantee over the Property. This Easement does not grant Grantee any right of access to or maintenance from any portion of the Property other than the Transit Way area.

2.4 Grantee may apply for any and all permits, licenses, or other authorizations necessary for Grantee's Link light rail-related purposes described in this Section 2. Grantee shall be responsible for all work performed under such permits, licenses, or other authorizations, along with any and all fees that may accrue during review of Grantee's permit application and after issuance of such permits, licenses, or other authorizations.

3. Restoration of Easement Area.

3.1 If Grantor's improvements or recreational facilities in the Easement Area are disturbed or damaged by any of Grantee's activities described in Section 2 (the "Work"), then upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Section 2 of this Easement.

3.2 During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition pending the completion of the Work.

4. **Limitations on Grantor's Use of Easement Area.** Grantor may not construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event Grantee discovers such items in the Easement Area, Grantee may immediately remove such items at Grantor's expense. No obstructions of any kind whatsoever will be allowed within five feet of Grantee's aerial guideway columns. Grantor may not use the Easement Area for any purpose in the area above the Transit Way or the area five feet below the bottom of the aerial guideway without Grantee's prior written permission, which permission may be withheld in Grantee's sole and absolute discretion. Vehicles carrying flammable materials other than within the vehicle's own fuel tank or within approved small (5 gallon or less) fuel storage containers may not park under Grantee's aerial guideway. Subject to this Section 4, as long as Grantor's use does not interfere with Grantee's use of the Easement Area, Grantor may otherwise use the Property within the Easement Area without written permission of Grantee.

5. Representations and Indemnifications.

5.1 Grantor's Disclaimer of Easement Area Condition. Sections 3.3.2 and 3.3.3 of that certain Real Estate Purchase and Sale Agreement between the Parties and approved by Metropolitan King County Council Ordinance No. _____ and Sound Transit Resolution No. R2018-20 are incorporated herein by this reference as if fully set forth.

5.2 No Grant Regarding Property other than Easement Area. This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

5.3 Liens. The Property, the Transit Way, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

5.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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's fees and other litigation costs incurred in complying with the Environmental Laws.

E. 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 or the Improvements.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

5.5 Grantee's Indemnification of Grantor. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Section 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

6. **Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes

facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. **Insurance.** During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, subcontractors of all tiers, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. **Dispute Resolution.**

8.1 **Dispute Escalation.** The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. **Step One.** The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. **Step Two.** In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. **Step Three.** In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

8.2 **Mediation.** If the Parties are unable to resolve the dispute utilizing the process set forth in Section 8.1, 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.

8.3 **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 8.1 are exhausted.

8.4 **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.

8.5 **No Prejudice.** If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

8.6 **Emergency.** If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

9. **Attorney's Fees.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other Party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. **Condemnation.** This Easement is granted under the threat of condemnation under Sound Transit Resolution no. R2018-20.

11. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

12. **General Terms and Conditions.**

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

12.2 **Assignment.** Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

12.3 **Entire Agreement; Amendment.** This Easement (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 Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

12.4 **Severability.** If any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

12.5 **Negotiation and Construction.** This Easement and each of its terms and provisions 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 Easement 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.

12.6 **Governing Law and Venue.** This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

12.7 **Time Is of the Essence.** Time is of the essence in the performance of this Easement.

12.8 **Original Counterparts.** This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

12.9 No Third Party Beneficiaries. This Easement 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.

12.10 Governmental Powers. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

12.11 Survival. 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.

12.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

12.13 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, have the right to specifically enforce the terms of this Easement.

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

EXHIBIT A-1: Legal Description of RL151
EXHIBIT A-3: Legal Description of RL152A
EXHIBIT B-1: Description of Easement Area (RL151)
EXHIBIT B-3: Description of Easement Area (RL152A)
EXHIBIT C-1: Depiction of Easement Area (RL151)
EXHIBIT C-3: Depiction of Easement Area (RL152A)

12.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein.

Dated and signed on this _____ day of _____, 2019.
Day Month

Grantor: **King County**

By: _____

Its: _____

STATE OF WASHINGTON }
COUNTY OF KING } SS.
}

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: _____

EXHIBIT A-1

ENTIRE PARCEL DESCRIPTION

RL-151

TAX PARCEL NUMBER 112505-9016

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] UPDATED 2ND COMMITMENT- AS PARCEL A

EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

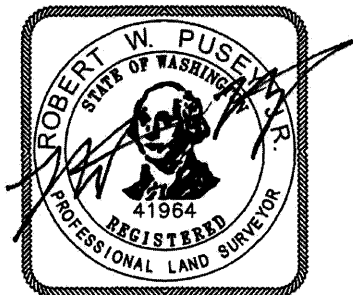
THAT PORTION OF THE EAST HALF TO THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD 1309;

EXCEPT THAT PORTION LYING WITHIN SAMMAMISH WATER DISTRICT NO. 3;

EXCEPT STATE HIGHWAY SR 520;

EXCEPT THAT PORTION LYING NORTHERLY OF STATE HIGHWAY SR 520; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20060525000924.



12-05-18

EXHIBIT A-3

ENTIRE PARCEL DESCRIPTION

RL-152A

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL

EXCEPT THAT PORTION LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



10-7-2019

EXHIBIT B-1

**PERMANENT EASEMENT DESCRIPTION ④
TRANSIT WAY EASEMENT**

RL-151

TAX PARCEL NUMBER 112505-9016

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-1 "PARCEL A", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE NORTH 88°28'51" WEST, 102.52 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 263.36 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 62.01 FEET TO A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF SOUTH 01°13'05" EAST, HAVING A RADIUS OF 4986.80 FEET;

THENCE LEAVING SAID RIGHT OF WAY ALONG SAID NON-TANGENT CURVE, AN ARC DISTANCE OF 61.94 FEET, THROUGH A CENTRAL ANGLE OF 0°42'42";

THENCE NORTH 0°29'24" WEST, 2.62 FEET TO SAID SOUTH RIGHT OF WAY LINE AND THE **TRUE POINT OF BEGINNING**.

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 77 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LAND;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE NORTH 88°28'51" WEST, 102.52 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 86°43'13" WEST, 954.85 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST BOUNDARY OF THE SAMMAMISH RIVER PER THE DRAINAGE DISTRICT NO.3 SURVEY, ARMY ENGINEER DISTRICT SEATTLE PLAN, SHEET 18 OF 80, SAMMAMISH RIVER, WASHINGTON CHANNEL IMPROVEMENT PLAN 17 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 8°14'51" EAST, 2.23 FEET ALONG SAID EAST BOUNDARY OF THE SAMMAMISH RIVER;

THENCE NORTH 85°59'07" EAST, 173.44 FEET TO SAID SOUTH RIGHT OF WAY OF SR 520;

THENCE SOUTH 86°43'13" WEST, 173.62 FEET ALONG SAID RIGHT OF WAY TO THE **TRUE POINT OF BEGINNING**;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 193 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LAND;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE NORTH 88°28'51" WEST, 102.52 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 1075.30 FEET TO THE WEST BOUNDARY OF THE SAMMAMISH RIVER PER THE DRAINAGE DISTRICT NO. 3 SURVEY, ARMY ENGINEER DISTRICT SEATTLE PLAN, SHEET 18 OF 80, SAMMAMISH RIVER, WASHINGTON CHANNEL IMPROVEMENT PLAN 17 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 08°14'51" EAST, 5.55 FEET ALONG SAID WEST BOUNDARY OF THE SAMMAMISH RIVER TO A NON-TANGENT CURVE TO THE LEFT, WITH A RADIAL BEARING OF SOUTH 06°18'53" EAST, HAVING A RADIUS OF 2,189.54 FEET;

THENCE LEAVING SAID WEST BOUNDARY OF THE SAMMAMISH RIVER ALONG SAID CURVE AN ARC DISTANCE OF 6.73 FEET, THROUGH A CENTRAL ANGLE OF 0°10'34" TO THE WEST LINE OF SAID PARCEL;

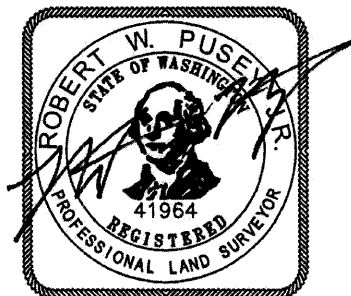
THENCE NORTH 07°04'39" EAST, 5.99 FEET ALONG SAID WEST PARCEL LINE TO THE SAID SOUTH RIGHT OF WAY LINE OF SR 520;

THENCE NORTH 86°43'13" EAST, 5.16 FEET ALONG SAID RIGHT OF WAY LINE, TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 34 SQUARE FEET, MORE OR LESS.

TOTAL EASEMENT AREA CONTAINS 304 SQUARE FEET, MORE OR LESS.



12-05-18

EXHIBIT B-3

PERMANENT EASEMENT DESCRIPTION (1A) AERIAL AREA EASEMENT

RL-152A

TAX PARCEL NUMBER 112505-HYDR

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN AERIAL EASEMENT LYING BETWEEN THE ORDINARY HIGH-WATER MARK AND NAVD 88 ELEVATION 140.00 FEET, LYING WITHIN THE FOLLOWING DESCRIBED HORIZONTAL AREA:

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 86°43'13" EAST, 117.62 FEET MORE OR LESS TO THE EASTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE ALONG SAID EASTERLY ORDINARY HIGH-WATER MARK, SOUTH 15°36'32" EAST, 2.38 FEET MORE OR LESS;

THENCE SOUTH 85°59'08" WEST, 24.65 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2189.54 FEET, THROUGH A CENTRAL ANGLE OF 1°52'04", A DISTANCE OF 71.38 FEET MORE OR LESS TO THE WESTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER;

THENCE ALONG SAID WESTERLY ORDINARY HIGH-WATER MARK, NORTH 09°17'18" WEST, 4.74 FEET MORE OR LESS TO SAID SOUTH RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 86°43'13" EAST, 95.98 FEET MORE OR LESS TO SAID EASTERLY ORDINARY HIGH-WATER MARK AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

SITUATE IN KING COUNTY, WASHINGTON

AREA CONTAINS 310 SQUARE FEET, MORE OR LESS.



10-7-2019

EXHIBIT B-3

**PERMANENT EASEMENT DESCRIPTION (1B)
UPLAND AREA EASEMENT**

RL-152A

TAX PARCEL NUMBER 112505-HYDR

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 86°43'13" EAST, 5.16 FEET TO THE WEST LINE OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL;

THENCE ALONG SAID WEST LINE, SOUTH 08°14'51" EAST, 5.55 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 06°18'53" EAST, HAVING A RADIUS OF 2,189.54 FEET AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 0°25'56", A DISTANCE OF 16.52 FEET MORE OR LESS TO THE EASTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER;

THENCE ALONG SAID EASTERLY ORDINARY HIGH-WATER MARK, NORTH 09°17'18" WEST, 4.74 FEET MORE OR LESS TO SAID SOUTH RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 16.48 FEET MORE OR LESS TO SAID WEST LINE OF THE SAMMAMISH DRAINAGE DISTRICT NO. 3 PARCEL;

THENCE ALONG SAID WEST LINE, SOUTH 08°14'51" EAST, 5.55 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

TOGETHER WITH

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 86°43'13" EAST, 117.62 FEET MORE OR LESS TO THE EASTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 86°43'13" EAST, 7.99 FEET MORE OR LESS TO THE EAST LINE OF SAID SAMMAMISH DRAINAGE DISTRICT NO. 3 PARCEL;

THENCE ALONG SAID EAST LINE, SOUTH 08°14'51" EAST, 2.23 FEET;

THENCE SOUTH 85°59'08" WEST, 7.67 FEET MORE OR LESS TO SAID EASTERLY ORDINARY HIGH-WATER MARK;

THENCE ALONG SAID EASTERLY ORDINARY HIGH-WATER MARK, NORTH 15°36'32" WEST, 2.38 FEET MORE OR LESS TO SAID SOUTH RIGHT OF WAY LINE AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

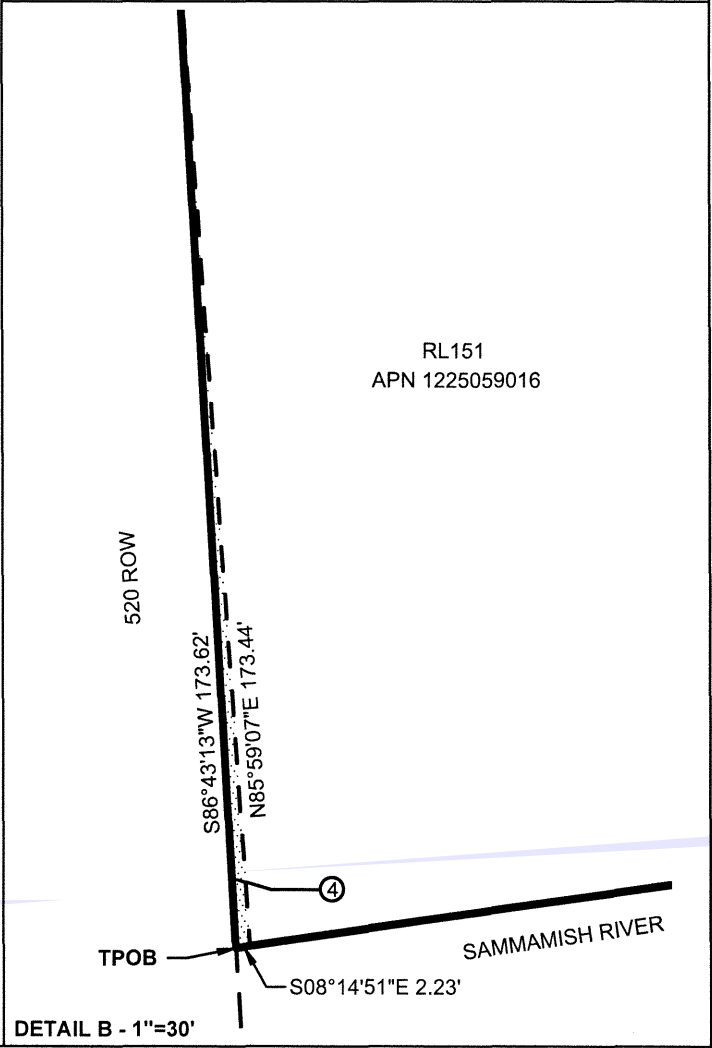
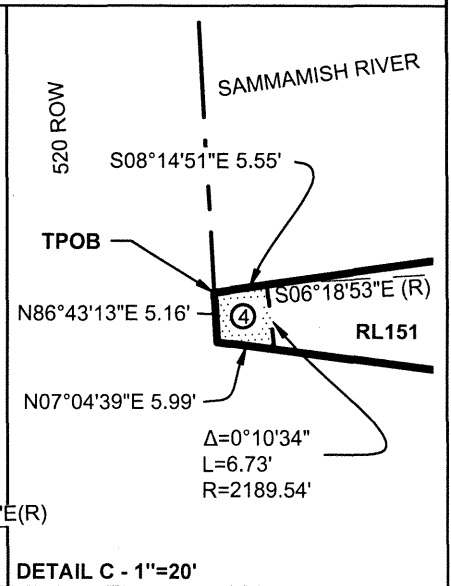
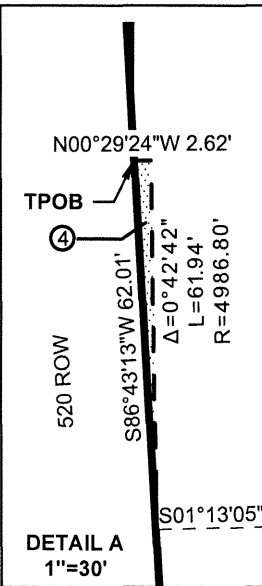
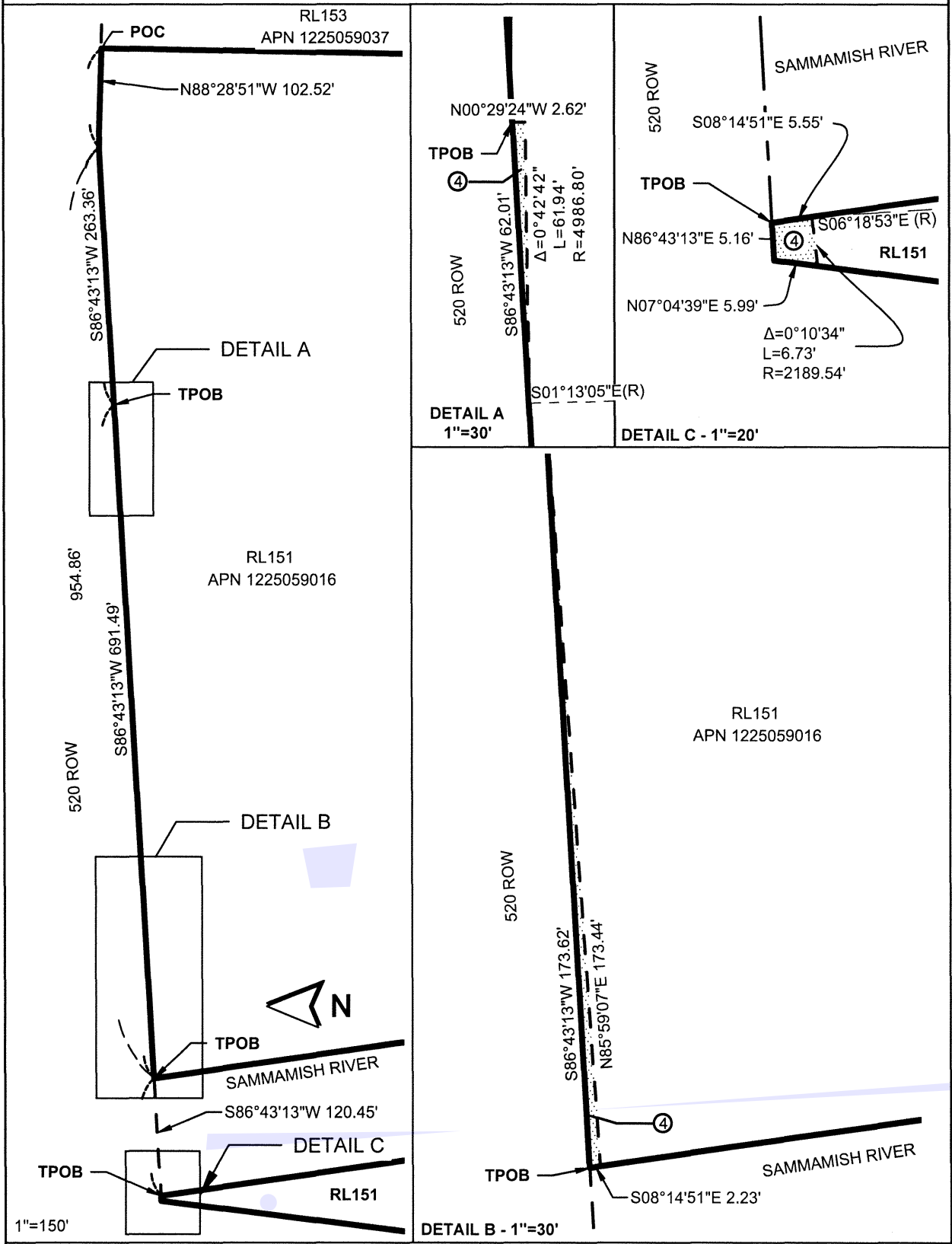
SITUATE IN KING COUNTY, WASHINGTON

AREA CONTAINS 102 SQUARE FEET, MORE OR LESS



10-7-2019

EXHIBIT C-1
TAX PARCEL NO. 1125059016
E 1/2, SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



LEGEND

	PARCEL BOUNDARY
	FEE TAKE LINE
	PERMANENT TRANSIT WAY EASEMENT
	RIGHT-OF-WAY LINE

IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT
Parametrix

0 150'
 1" = 150'

PAGE 4 OF 5

12-05-18

ROBERT W. PUSEY
 STATE OF WASHINGTON
 REGISTERED
 41964
 PROFESSIONAL LAND SURVEYOR

PARCEL AREA: 2,364,524 SF*
 ④ TRANSIT WAY ESMT: 304 SF

*= PER KING COUNTY ASSESSOR MAP

PARCEL MAP R/W NO. RL 151

ASSESSOR NO.: 1125059016 DATE: 12/05/2018

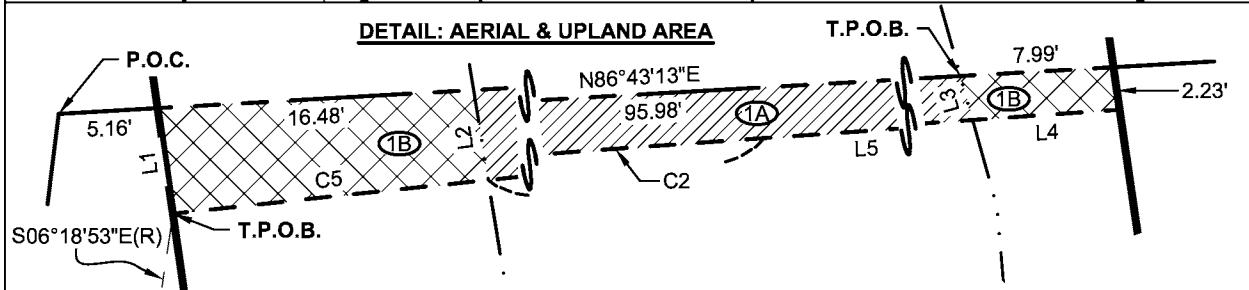
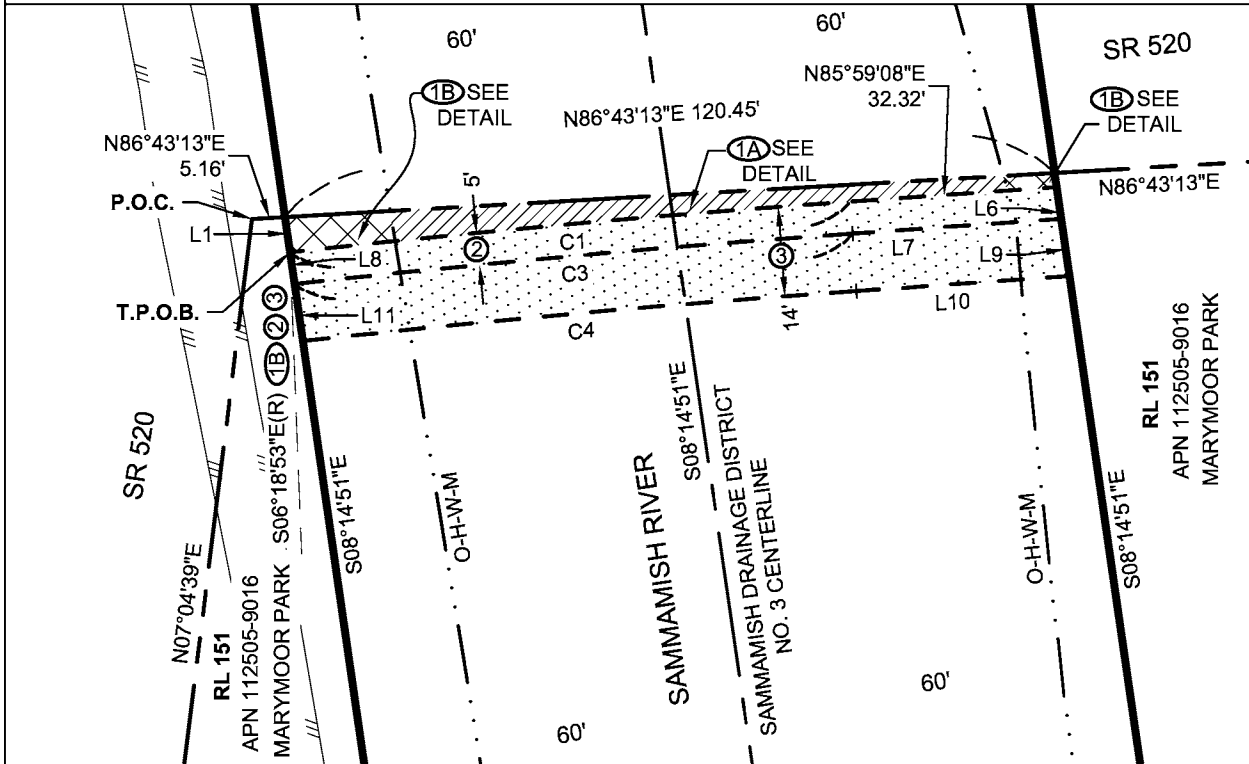
OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT C-3
 TAX PARCEL NO. 112505-HYDR
 NE 1/4 OF THE SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



PERMANENT EASEMENTS



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.55	S08°14'51"E
L2	4.74	N09°17'18"W
L3	2.38	S15°36'32"E
L4	7.67	S85°59'08"W
L5	24.65	S85°59'08"W
L6	5.02	S08°14'51"E
L7	32.69	S85°59'08"W
L8	5.00	N08°14'51"W
L9	9.03	S08°14'51"E
L10	33.36	S85°59'08"W
L11	9.01	N08°14'51"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	87.90	2189.54	2°18'00"
C2	71.38	2189.54	1°52'04"
C3	87.53	2184.54	2°17'45"
C4	86.86	2175.54	2°17'16"
C5	16.52	2189.54	0°25'56"

LEGEND

- PERMANENT ESMT AS NOTED
- UPLAND ESMT
- AERIAL ESMT
- (R) RADIAL BEARING
- # IDENTIFIER FOR AREA TABLE
- PARCEL BOUNDARY
- RIGHT-OF-WAY LINE
- DRAINAGE DISTRICT CENTERLINE
- EASEMENT LINE PERMANENT
- ORDINARY HIGH WATER MARK
- EDGE OF PAVEMENT

0 30'
1" = 30'

10-7-2019

PARCEL AREA: UNKNOWN

- ①A AERIAL EASEMENT: 310 SF
- ①B UPLAND EASEMENT: 102 SF
- ② ACCESS & MAINTENANCE ESMT: 602 SF
- ③ TREE & VEG TRIMMING ESMT 1,685 SF

PARCEL MAP - RL 152A - SAMMAMISH RIVER

ASSESSOR NO.: 112505-HYDR DATE: 10-7-2019

OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT G

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

**ACCESS ROAD AND MAINTENANCE EASEMENT
FOR MARYMOOR PARK PROPERTY**

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Descriptions: Portion of the southeast quarter of Section 11, Township 25 North, Range 5 East; and Portions of the southwest and southeast quarters Section 12, Township 25 North, Range 5 East

Assessor's Tax Parcel Nos.: 112505-9016, 112505-HYDR (portion), and 122505-9037 (portion)

ROW Nos.: RL151, RL152A and RL153

KING COUNTY, a political subdivision of the State of Washington ("Grantor") is the owner of real property located in King County, Washington, adjacent to the City of Redmond and commonly known as **Marymoor Park**, and more particularly described in the legal descriptions attached as **Exhibits A-1, A-2 and A-3**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Downtown Redmond Link Extension ("Project").

Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties."

Grantee desires to use a certain portion of the Property in connection with the construction, operation, and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement.

1.1 Grant. Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors, and assigns, a permanent access road and maintenance easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit B-1** and depicted in the attached **Exhibit C-1** as **Area 3**, and as described in the attached **Exhibit B-2** and depicted in the attached **Exhibit C-2** as **Area 2**, and as described in the attached **Exhibit B-3** and depicted in the attached **Exhibit C-3** as **Area 2**, ("Easement Area"). Subject to the limitations in Section 4 of this Easement, Grantor reserves for itself all right, title, and interest to, and use and enjoyment of, the Property and the Easement Area not specifically granted to Grantee under this Easement.

2. Purpose of Easement.

2.1 Grantee, its agents, contractors, subcontractors, and permittees may use the Easement Area, including reasonable entry into Grantor's improvements located in the Easement Area, for purposes of access to and maintenance of an adjacent light rail guideway and transit way system and for construction, inspection, maintenance, repair, replacement, and removal of an access road system for such access and maintenance purposes, which may include, but not be limited to, an access road and a surface and sub-surface drainage system. Grantee may undertake other Link light rail-related uses in the Easement Area, but only to the extent that such other uses do not materially interfere with: (A) Grantor's use and enjoyment of its reserved rights in the Property; or (B) the public's use and enjoyment of Marymoor Park, of which the Property is a part.

2.2 The Parties acknowledge that Grantor will grant a separate tree and vegetation trimming easement to Grantee. To the extent that trees or vegetation located outside the area covered by the tree and vegetation trimming easement may pose a risk to Grantee's Link light rail operations or improvements, Grantee shall communicate to Grantor regarding such risks and the Parties shall negotiate in good faith to address them in a timely manner. Grantee acknowledges that this Easement does not authorize Grantee to trim any trees or vegetation on the Property outside the trimming easement area.

2.3 Grantee may apply for any and all permits, licenses, or other authorizations necessary for Grantee's Link light rail-related purposes described in this Section 2. Grantee shall be responsible for all work performed under such permits, licenses, or other authorizations, along with any and all fees that may accrue during review of Grantee's permit application and after issuance of such permits, licenses, or other authorizations.

3. Restoration of Easement Area.

3.1 If Grantor's improvements or recreational facilities in the Easement Area are disturbed or damaged by any of Grantee's activities described in Section 2 (the "Work"), then upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Section 2 of this Easement. The Marymoor Park Maintenance Coordinator or his or her designee must review and approve Grantee's restoration work prior to acceptance of that work by Grantee or Grantor.

3.2 During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition pending the completion of the Work.

4. **Limitations on Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area as long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. Representations and Indemnifications.

5.1 **Grantor's Disclaimer of Easement Area Condition.** Sections 3.3.2 and 3.3.3 of that certain Real Estate Purchase and Sale Agreement between the Parties and approved by Metropolitan King County Council Ordinance No. _____ and Sound Transit Resolution No. R2018-20 are incorporated herein by this reference as if fully set forth.

5.2 **No Grant Regarding Property other than Easement Area.** This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

5.3 Liens. The Property, the Transit Way, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

5.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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's fees and other litigation costs incurred in complying with the Environmental Laws.

E. 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 or the Improvements.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

5.5 Grantee's Indemnification of Grantor. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Section 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

6. **Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors, and assigns.

7. **Insurance.** During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, subcontractors of all tiers, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. Dispute Resolution.

8.1 Dispute Escalation. The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. Step One. The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. Step Two. In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. Step Three. In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

8.2 Mediation. If the Parties are unable to resolve the dispute utilizing the process set forth in Section 8.1, 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.

8.3 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 8.1 are exhausted.

8.4 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.

8.5 No Prejudice. If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

8.6 Emergency. If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

9. Attorney's Fees. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other Party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. Condemnation. This Easement is granted under the threat of condemnation under Sound Transit Resolution No. R2018-20.

11. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

12. **General Terms and Conditions.**

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

12.2 **Assignment.** Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

12.3 **Entire Agreement; Amendment.** This Easement (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 Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

12.4 **Severability.** If any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

12.5 **Negotiation and Construction.** This Easement and each of its terms and provisions 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 Easement 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.

12.6 **Governing Law and Venue.** This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

12.7 **Time Is of the Essence.** Time is of the essence in the performance of this Easement.

12.8 **Original Counterparts.** This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

12.9 **No Third Party Beneficiaries.** This Easement 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.

12.10 **Governmental Powers.** Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

12.11 **Survival.** 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.

12.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

12.13 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, have the right to specifically enforce the terms of this Easement.

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

- EXHIBITS A-1, A-2 and A-3: Grantor’s Entire Parcels (the Property)
- EXHIBITS B-1, B-2 and B-3: Descriptions of Easement Area
- EXHIBITS C-1, C-2, and C-3: Depictions of Easement Area

12.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein.

SIGNATURES AND NOTARY BLOCKS APPEAR ON FOLLOWING PAGES

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EXHIBIT A-1

ENTIRE PARCEL DESCRIPTION

RL-151

TAX PARCEL NUMBER 112505-9016

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] UPDATED 2ND COMMITMENT- AS PARCEL A

EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

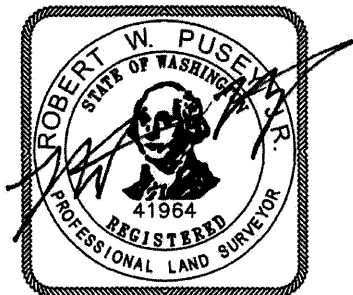
THAT PORTION OF THE EAST HALF TO THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD 1309;

EXCEPT THAT PORTION LYING WITHIN SAMMAMISH WATER DISTRICT NO. 3;

EXCEPT STATE HIGHWAY SR 520;

EXCEPT THAT PORTION LYING NORTHERLY OF STATE HIGHWAY SR 520; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20060525000924.



12-05-18

EXHIBIT A-2

ENTIRE PARCEL DESCRIPTION

RL-153

TAX PARCEL NUMBER 122505-9037

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] AS PARCEL B
EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF STATE HIGHWAY SR 520;
ALSO

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; ALSO

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE EAST 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 30 ACRES, WHICH IS 200 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 87°50'18" EAST, PARALLEL WITH THE SOUTH LINE OF SAID EAST 30 ACRES, 600 FEET; THENCE NORTH 47°09'42" EAST 276.19 FEET; THENCE NORTH 01°07'26" EAST 845.97 FEET, MORE OR LESS, TO A POINT 60 FEET SOUTH OF THE NORTH LINE OF SAID EAST 30 ACRES; THENCE EASTERLY 200 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID EAST 30 ACRES, TO THE EAST LINE OF SAID EAST 30 ACRES AND THE TERMINUS OF SAID LINE;



EXHIBIT A-3

ENTIRE PARCEL DESCRIPTION

RL-152A

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL

EXCEPT THAT PORTION LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



10-7-2019

EXHIBIT B-1

**PERMANENT EASEMENT DESCRIPTION ③
ACCESS ROAD & MAINTENANCE EASEMENT**

RL-151

TAX PARCEL NUMBER 112505-9016

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-1 "PARCEL A", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°03'01" WEST, 18.64 FEET ALONG THE EAST LINE OF SAID PARCEL TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°25'30" WEST, 180.02 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5,101.56 FEET;

THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 177.33 FEET, THROUGH A CENTRAL ANGLE OF 1°59'30", TO A POINT ON SAID RIGHT OF WAY LINE;

THENCE SOUTH 86°43'13" WEST, 699.31 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST BOUNDARY OF THE SAMMAMISH RIVER PER THE DRAINAGE DISTRICT NO.3 SURVEY, ARMY ENGINEER DISTRICT SEATTLE PLAN, SHEET 18 OF 80, SAMMAMISH RIVER, WASHINGTON CHANNEL IMPROVEMENT PLAN 17;

THENCE SOUTH 08°14'52" EAST, 7.25 FEET ALONG SAID EAST BOUNDARY OF THE SAMMAMISH RIVER;

THENCE NORTH 85°59'08" EAST, 173.04 FEET;

THENCE NORTH 86°43'13" EAST, 271.94 FEET;

THENCE SOUTH 03°16'47" EAST, 9.00 FEET;

THENCE NORTH 86°43'13" EAST, 149.59 FEET;

THENCE SOUTH 48°16'39" EAST, 35.36 FEET;

THENCE SOUTH 03°16'32" EAST, 33.00 FEET;

THENCE NORTH 86°43'28" EAST, 20.00 FEET;

THENCE NORTH 03°16'32" WEST, 33.00 FEET;

THENCE NORTH 41°43'21" EAST, 35.35 FEET;

THENCE NORTH 86°43'13" EAST, 35.58 FEET;

THENCE NORTH 00°23'31" WEST, 8.91 FEET TO A NON-TANGENT CURVE TO THE RIGHT WITH A RADIAL BEARING OF SOUTH 00°23'33" EAST, HAVING A RADIUS OF 5,096.56 FEET;

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 175.01 FEET, THROUGH A CENTRAL ANGLE OF 1°58'03";

THENCE SOUTH 88°25'30" EAST, 180.07 FEET TO SAID EAST PARCEL LINE;

THENCE NORTH 01°03'01" EAST, 5.00 FEET ALONG SAID EAST PARCEL LINE TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 9,558 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LAND;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE NORTH 88°28'51" WEST, 102.52 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 1075.30 FEET TO THE WEST BOUNDARY OF THE SAMMAMISH RIVER PER THE DRAINAGE DISTRICT NO. 3 SURVEY, ARMY ENGINEER DISTRICT SEATTLE PLAN, SHEET 18 OF 80, SAMMAMISH RIVER, WASHINGTON CHANNEL IMPROVEMENT PLAN 17 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 08°14'52" EAST, 10.55 FEET ALONG SAID WEST BOUNDARY OF THE SAMMAMISH RIVER TO A NON-TANGENT CURVE TO THE LEFT, WITH A RADIAL BEARING OF SOUTH 06°18'37" EAST, HAVING A RADIUS OF 2,184.54 FEET;

THENCE LEAVING SAID WEST BOUNDARY OF THE SAMMAMISH RIVER ALONG SAID CURVE AN ARC DISTANCE OF 8.09 FEET, THROUGH A CENTRAL ANGLE OF 0°12'43" TO THE WEST LINE OF SAID PARCEL;

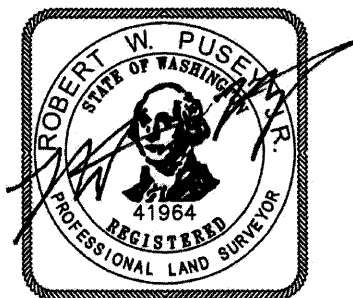
THENCE NORTH 07°04'39" EAST, 11.14 FEET ALONG SAID WEST PARCEL LINE TO THE SAID SOUTH RIGHT OF WAY LINE OF SR 520;

THENCE NORTH 86°43'13" EAST, 5.16 FEET ALONG SAID RIGHT OF WAY LINE, TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 71 SQUARE FEET, MORE OR LESS.

TOTAL EASEMENT AREA CONTAINS 9,629 SQUARE FEET, MORE OR LESS.



12-05-18

EXHIBIT B-2

PERMANENT EASEMENT DESCRIPTION ② ACCESS ROAD & MAINTENANCE EASEMENT

RL-153

TAX PARCEL NUMBER 122505-9037

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-2 "PARCEL B", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, 5 FEET IN WIDTH, LYING ADJACENT TO AND SOUTH OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°18'40" WEST, 59.91 FEET ALONG THE EAST LINE OF SAID PARCEL TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 74°04'49" WEST, 34.67 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,240.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 431.16 FEET, THROUGH A CENTRAL ANGLE OF 19°55'20";

THENCE NORTH 85°59'51" WEST, 769.68 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 9,100.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 385.56 FEET, THROUGH A CENTRAL ANGLE OF 2°25'39";

THENCE NORTH 88°25'30" WEST, 1,029.99 FEET TO THE WEST LINE OF SAID PARCEL AND THERE TERMINATING;

SIDELINES OF SAID PORTION BEING EXTENDED OR SHORTENED TO THE EAST AND WEST LINE OF SAID "PARCEL B."

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 13,255 SQUARE FEET, MORE OR LESS.

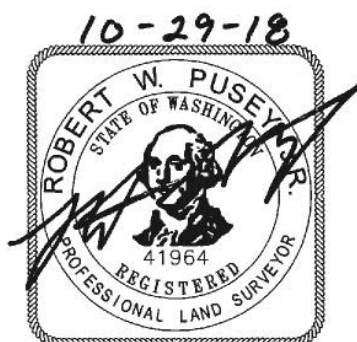


EXHIBIT B-3

PERMANENT EASEMENT DESCRIPTION ② ACCESS & MAINTENANCE EASEMENT

RL-152A

TAX PARCEL NUMBER 112505-HYDR

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 86°43'13" EAST, 5.16 FEET TO THE WEST LINE OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL

THENCE ALONG SAID WEST LINE, SOUTH 08°14'51" EAST, 5.55 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 06°18'53" EAST, HAVING A RADIUS OF 2,189.54 FEET AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 2°18'00", A DISTANCE OF 87.90 FEET;

THENCE NORTH 85°59'08" EAST, 32.32 FEET TO THE EAST LINE OF SAID SAMMAMISH DRAINAGE DISTRICT NO. 3 PARCEL;

THENCE ALONG SAID EAST LINE, SOUTH 08°14'51" EAST, 5.02 FEET;

THENCE SOUTH 85°59'08" WEST, 32.69 FEET;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2184.54 FEET, THROUGH A CENTRAL ANGLE OF 2°17'45", A DISTANCE OF 87.53 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 08°14'51" WEST, 5.00 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

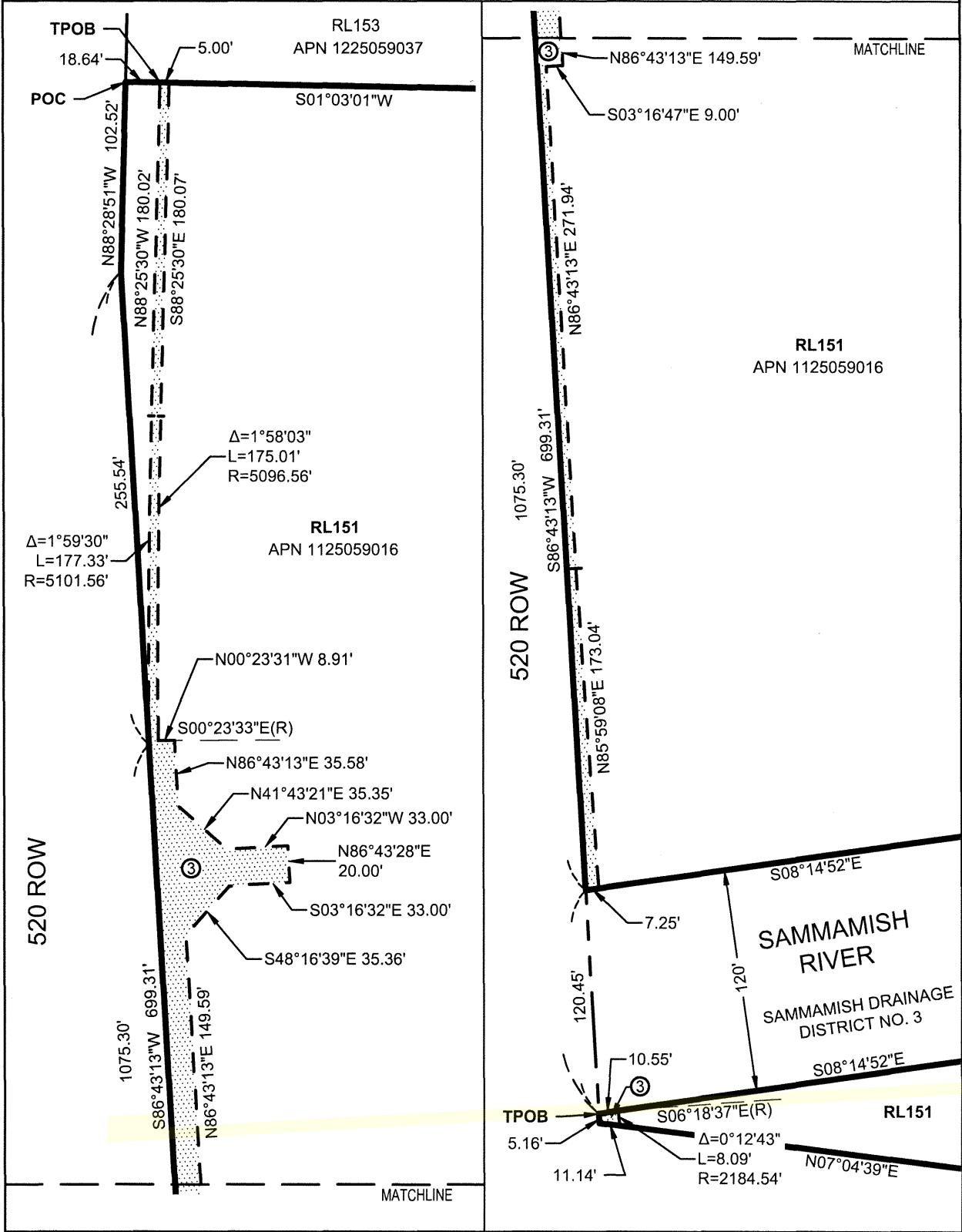
SITUATE IN KING COUNTY, WASHINGTON

AREA CONTAINS 602 SQUARE FEET, MORE OR LESS.

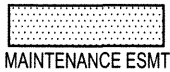


10-7-2019

EXHIBIT C-1
 TAX PARCEL NO. 1125059016
 E 1/2, SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



LEGEND



MAINTENANCE ESMT

- PARCEL BOUNDARY
- RIGHT-OF-WAY LINE
- EASEMENT LINE PERMANENT

Ⓢ IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT
Parametrix

0 80'
 1" = 80'

PAGE 3 OF 5

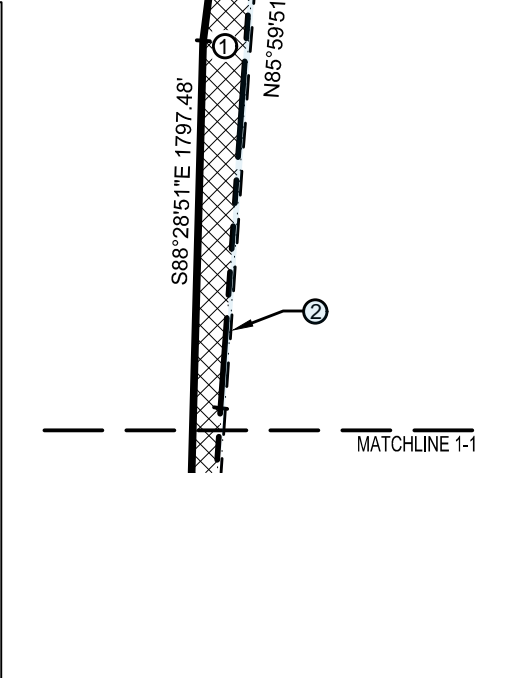
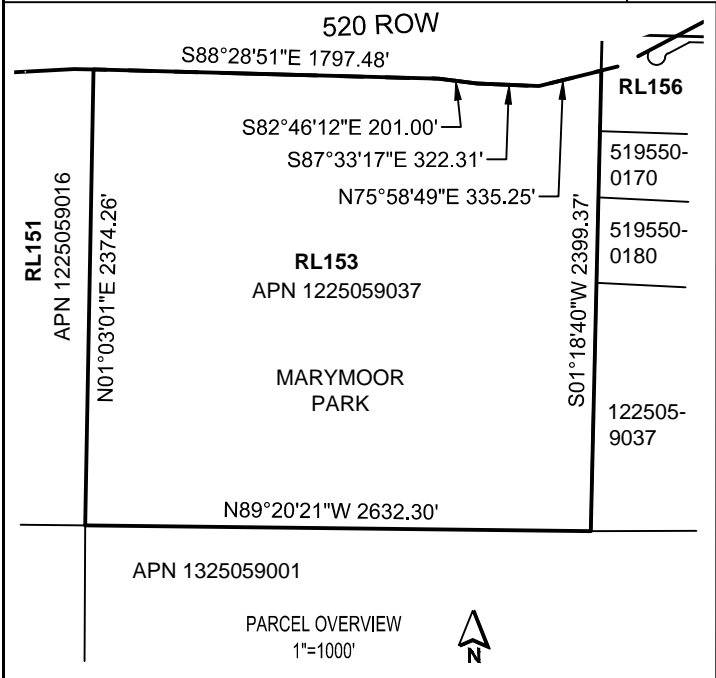
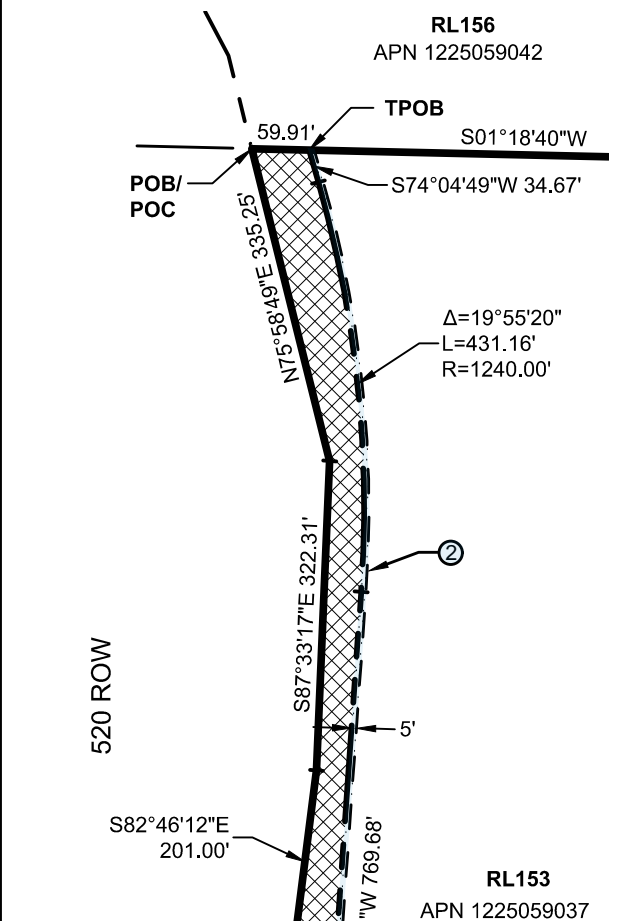
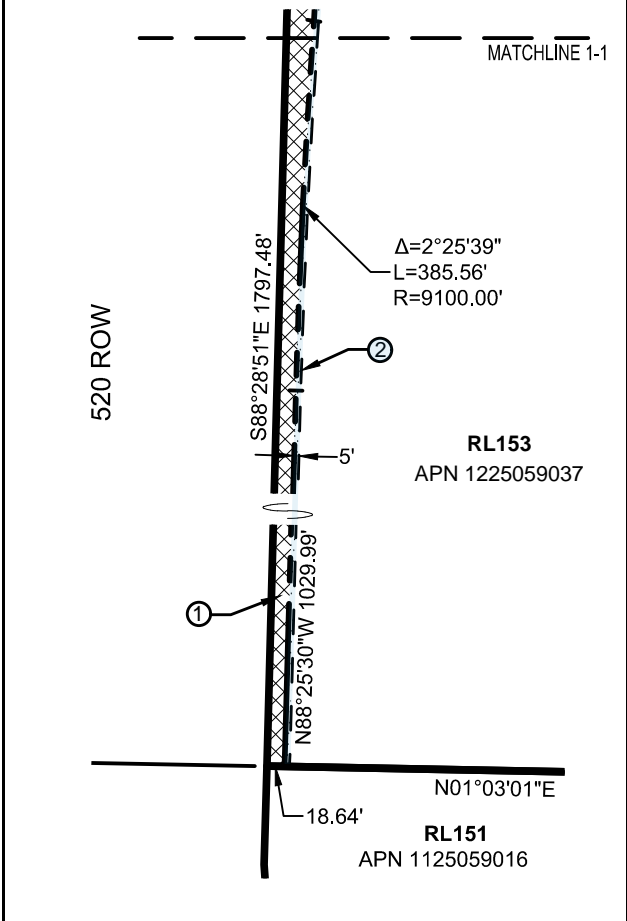
12-05-18

PARCEL AREA: 2,364,524 SF*
 Ⓢ MAINTENANCE ESMT: 9,629 SF
 *= PER KING COUNTY ASSESSOR MAP

PARCEL MAP R/W NO. RL 151

ASSESSOR NO.: 1125059016 DATE: 12/05/2018
 OWNER: KING COUNTY
 KING COUNTY, WA

EXHIBIT C-2
 TAX PARCEL NO. 1225059037
 SW 1/4, SECTION 12 T 25 N, R 05 E, W.M.



LEGEND

- FEE TAKE
- MAINTENANCE ESMT
- PARCEL BOUNDARY
- FEE TAKE LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE PERMANENT

Ⓜ IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT
Parametrix

0 200'
 1" = 200'



PARCEL AREA: 6,207,241 SF Ⓜ MAINT. ESMT: 13,255 SF
 Ⓜ FEE TAKE: 79,658 SF
 REMAINING AREA: 6,127,583 SF

PARCEL MAP R/W NO. RL 153

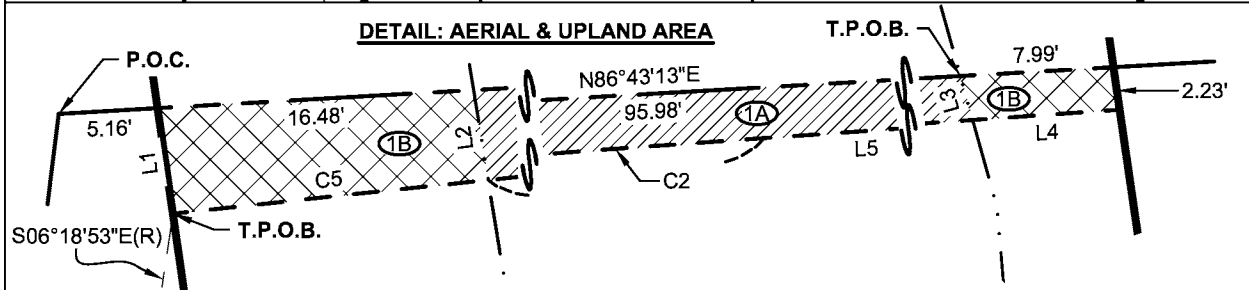
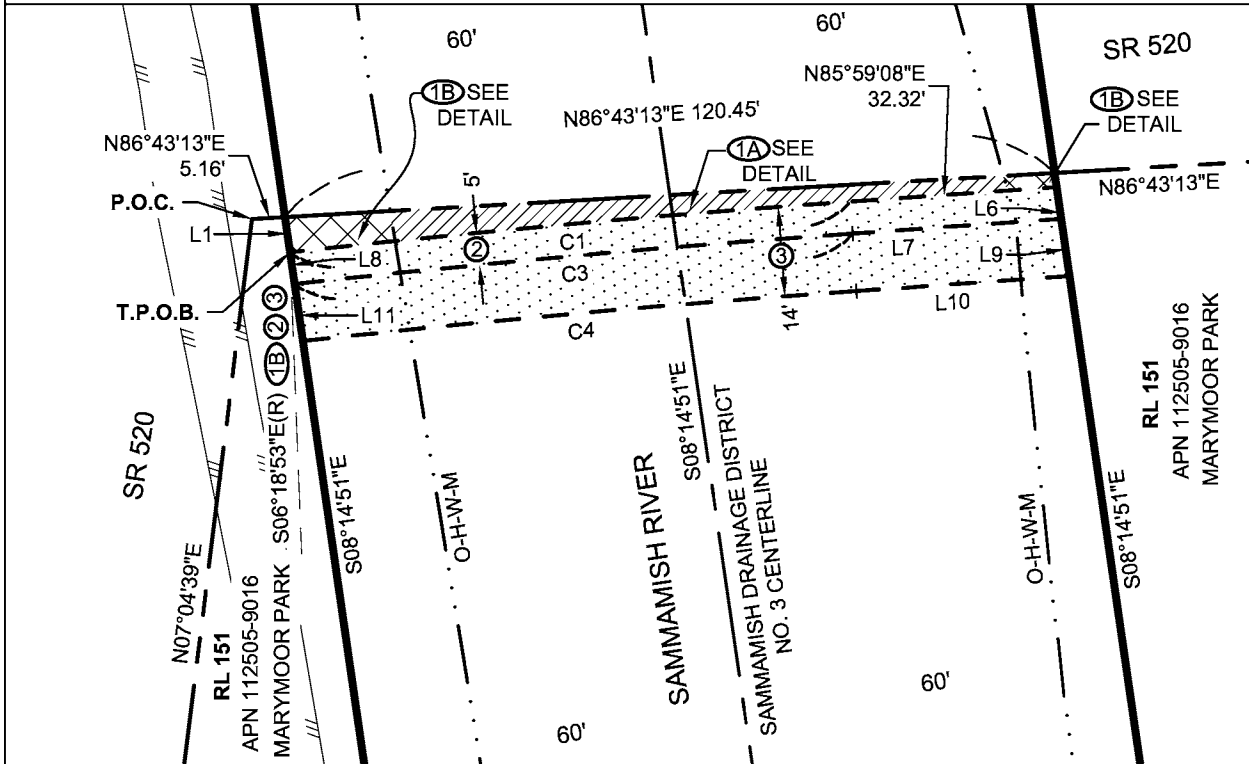
ASSESSOR NO.: 1225059037 DATE: 10/29/2018

OWNER: KING COUNTY
 KING COUNTY, WA

EXHIBIT C-3
 TAX PARCEL NO. 112505-HYDR
 NE 1/4 OF THE SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



PERMANENT EASEMENTS



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.55	S08°14'51"E
L2	4.74	N09°17'18"W
L3	2.38	S15°36'32"E
L4	7.67	S85°59'08"W
L5	24.65	S85°59'08"W
L6	5.02	S08°14'51"E
L7	32.69	S85°59'08"W
L8	5.00	N08°14'51"W
L9	9.03	S08°14'51"E
L10	33.36	S85°59'08"W
L11	9.01	N08°14'51"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	87.90	2189.54	2°18'00"
C2	71.38	2189.54	1°52'04"
C3	87.53	2184.54	2°17'45"
C4	86.86	2175.54	2°17'16"
C5	16.52	2189.54	0°25'56"

LEGEND	
	PERMANENT ESMT AS NOTED
	UPLAND ESMT
	AERIAL ESMT
(R)	RADIAL BEARING
ⓐ	IDENTIFIER FOR AREA TABLE
	PARCEL BOUNDARY
	RIGHT-OF-WAY LINE
	DRAINAGE DISTRICT CENTERLINE
	EASEMENT LINE PERMANENT
	ORDINARY HIGH WATER MARK
	EDGE OF PAVEMENT

SOUNDTRANSIT
Parametrix

10-7-2019

PARCEL AREA: UNKNOWN
 ⓐ AERIAL EASEMENT: 310 SF
 ⓑ UPLAND EASEMENT: 102 SF
 ② ACCESS & MAINTENANCE ESMT: 602 SF
 ③ TREE & VEG TRIMMING ESMT 1,685 SF

PARCEL MAP - RL 152A - SAMMAMISH RIVER

ASSESSOR NO.: 112505-HYDR DATE: 10-7-2019

OWNER: KING COUNTY
 KING COUNTY, WA

EXHIBIT H

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

**TREE AND VEGETATION TRIMMING EASEMENT
FOR MARYMOOR PARK PROPERTY**

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Descriptions: Portion of the southeast quarter of Section 11, Township 25 North, Range 5 East; and Portions of the southwest and southeast quarters Section 12, Township 25 North, Range 5 East

Assessor's Tax Parcel Nos.: 112505-9016, 112505-HYDR (portion) and 122505-9037 (portion)

ROW Nos.: RL151, RL152A, and RL153

KING COUNTY, a political subdivision of the State of Washington ("Grantor") is the owner of real property located in King County, Washington, adjacent to the City of Redmond, including that certain real property commonly known as **Marymoor Park**, and more particularly described in the legal descriptions attached as **Exhibits A-1, A-2, and A-3** (the "Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee will construct a portion of the Link light rail system called the **Downtown Redmond Link Extension** ("Project").

Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties."

Grantee desires to use a certain portion of the Property in connection with the construction, operation, and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement.

1.1 Grant. Grantor, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors, and assigns, a permanent tree and vegetation trimming easement ("Easement") within, over, across, through, under, and upon the portions of the Property more particularly described in the attached **Exhibits B-1, B-2, and B-3** and depicted in the attached **Exhibit C-1 as Area 2, Exhibit C-2 as Area 3, and Exhibit C-3 as Area 3** ("Easement Area"). Subject to the limitations in Section 4 of this Easement, Grantor reserves for itself all right, title, and interest to, and use and enjoyment of, the Property and the Easement Area not specifically granted to Grantee under this Easement.

1.2 Limits on Tree and Vegetation Management. In exercising its easement right to trim trees and vegetation within the Easement Area, Grantee must prune or trim vegetation to promote the best health of the tree or vegetation and, whenever possible, shall cut or prune all violating branches or limbs at the base of the branch or limb rather than at the location where a branch or limb crosses into the separate Transit Way easement area. If Grantee

determines in its reasonable judgment that a tree or bush cannot be pruned or cut in the manner described in this Section 1.2 without endangering the health of the tree or bush, then Grantee shall confer with Grantor to determine whether to so prune or cut the tree or bush, or whether to remove it entirely. Sound Transit's rights under this Easement are limited to tree and vegetation trimming. If Sound Transit determines that any additional vegetation management activities are needed within the Easement Area, Grantee shall communicate same to Grantor, and the Parties will negotiate in good faith to address the performance of such additional activities in a timely manner.

2. Purpose of Easement.

2.1 Subject to the limitations set forth in Section 1.2, Grantee, its agents, contractors, subcontractors, and permittees may use the Easement Area, including reasonable entry into Grantor's improvements located in the Easement Area, for purposes of trimming trees and vegetation, including branches or limbs, that are deemed hazardous to Grantee's operations because they are within ten (10) feet of Grantee's improvements located in Grantee's separate Transit Way Easement, and for no other purpose.

2.2 Grantee may enter onto portions of the Property in addition to the Easement Area, as determined by Grantee in its reasonable discretion, but only for the following limited purposes: (i) accessing the Easement Area for the purposes set forth in Section 2.1; and (ii) inspecting Grantee's improvements in the separate Transit Way easement area to determine whether any trees or vegetation in the Easement Area may interfere with those improvements as described in Section 2.1.

2.3. Grantee shall give Grantor reasonable notice of Grantee's intent to exercise its rights under this Section 2, which notice shall be given no less than 14 days in advance of Grantee's planned activities under this Section 2, except in case of emergency, in which case Grantee shall notify Grantor as soon as possible under the circumstances. Grantee's rights under this Section 2 are limited to access by foot during Marymoor Park business hours or during other hours on an emergency basis; except that in an emergency Grantee may access the Easement Area by small equipment or light vehicle (less than 10,000 pounds gross vehicle weight) upon providing telephonic or other electronic notice to Grantor.

2.4 If Grantee reasonably believes that trees or vegetation located on the Property outside the Easement Area may pose a risk to Grantee's Link light rail operations or improvements, Grantee shall notify the current Marymoor Park Maintenance Coordinator (david.hennings@kingcounty.gov) or such other person as Grantor may designate upon reasonable notice to Grantee regarding same, and the Parties shall negotiate in good faith to address them in a timely manner. Grantee acknowledges that this Easement does not authorize Grantee to trim any trees or vegetation on the Property outside the Easement Area.

2.5 Grantee may apply for any and all permits, licenses, or other authorizations necessary for Grantee's Link light rail-related purposes described in this Section 2. Grantee shall be responsible for all work performed under such permits, licenses, or other authorizations, along with any and all fees that may accrue during review of Grantee's permit application and after issuance of such permits, licenses, or other authorizations.

3. Restoration of Easement Area. If Grantor's improvements or recreational facilities in the Easement Area or on the Property are disturbed or damaged by any of Grantee's activities described in Section 2 (the "Work"), then, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Section 2 of this Easement. The Marymoor Park Maintenance Coordinator or his or her designee must inspect and approve Grantee's restoration work prior to acceptance of that work by Grantee or Grantor.

4. Limitations on Grantor's Use of Easement Area. Grantor may use the Property within the Easement Area, as long as Grantor's use does not interfere with Grantee's use of the Easement Area as provided in this Easement. Any Grantor use that may reasonably be expected to interfere with Grantee's use of the Easement Area is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. Representations and Indemnifications.

5.1 Grantor's Disclaimer of Easement Area Condition. Sections 3.3.2 and 3.3.3 of that certain Real Estate Purchase and Sale Agreement between the Parties and approved by Metropolitan King County Council Ordinance No. _____ and Sound Transit Resolution No. R2018-20 are incorporated herein by this reference as if fully set forth.

5.2 No Grant Regarding Property other than Easement Area. This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

5.3 Liens. Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

5.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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's fees and other litigation costs incurred in complying with the Environmental Laws.

E. 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 or the Improvements.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

5.5 Grantee's Indemnification of Grantor. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Section 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

6. **Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high

capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors, and assigns.

7. **Insurance.** During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, subcontractors of all tiers, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. **Dispute Resolution.**

8.1 **Dispute Escalation.** The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. **Step One.** The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. **Step Two.** In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. **Step Three.** In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

8.2 **Mediation.** If the Parties are unable to resolve the dispute utilizing the process set forth in Section 8.1, 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.

8.3 **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 8.1 are exhausted.

8.4 **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.

8.5 **No Prejudice.** If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

8.6 **Emergency.** If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

9. **Attorney's Fees.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. **Condemnation.** This Easement is granted under the threat of condemnation under Sound Transit Resolution No. R2018-20.

11. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

12. **General Terms and Conditions.**

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

12.2 **Assignment.** Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

12.3 **Entire Agreement; Amendment.** This Easement (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 Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

12.4 **Severability.** If any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

12.5 **Negotiation and Construction.** This Easement and each of its terms and provisions 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 Easement 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.

12.6 **Governing Law and Venue.** This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

12.7 **Time Is of the Essence.** Time is of the essence in the performance of this Easement.

12.8 **Original Counterparts.** This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

12.9 No Third Party Beneficiaries. This Easement 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.

12.10 Governmental Powers. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

12.11 Survival. 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.

12.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

12.13 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, have the right to specifically enforce the terms of this Easement.

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

- EXHIBIT A-1: Legal Description of RL 151
- EXHIBIT A-2: Legal Description of RL 153
- EXHIBIT A-3: Legal Description of RL 152A
- EXHIBIT B-1: Description of Easement Area (RL 151)
- EXHIBIT B-2: Description of Easement Area (RL 153)
- EXHIBIT B-3: Description of Easement Area (RL 152A)
- EXHIBIT C-1: Depiction of Easement Area (RL 151)
- EXHIBIT C-2: Depiction of Easement Area (RL 153)
- EXHIBIT C-3: Depiction of Easement Area (RL 152A)

12.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein.

Dated and signed on this _____ day of _____, 2019.

Day

Month

Grantor: **KING COUNTY**

By: _____

Its: _____

(Corporate)

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 KING COUNTY 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: _____

Dated and signed on this _____ day of _____, 2019.
Day Month

Grantee: **Central Puget Sound Regional Transit Authority**

By: _____

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 said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the
_____ of **CENTRAL PUGET**
SOUND REGIONAL TRANSIT AUTHORITY 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: _____

EXHIBIT A-1

ENTIRE PARCEL DESCRIPTION

RL-151

TAX PARCEL NUMBER 112505-9016

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] UPDATED 2ND COMMITMENT- AS PARCEL A

EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

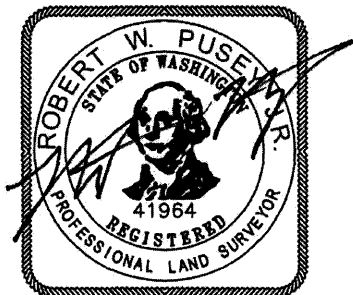
THAT PORTION OF THE EAST HALF TO THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD 1309;

EXCEPT THAT PORTION LYING WITHIN SAMMAMISH WATER DISTRICT NO. 3;

EXCEPT STATE HIGHWAY SR 520;

EXCEPT THAT PORTION LYING NORTHERLY OF STATE HIGHWAY SR 520; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20060525000924.



12-05-18

EXHIBIT A-2

ENTIRE PARCEL DESCRIPTION

RL-153

TAX PARCEL NUMBER 122505-9037

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] AS PARCEL B
EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF STATE HIGHWAY SR 520;
ALSO

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; ALSO

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE EAST 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 30 ACRES, WHICH IS 200 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 87°50'18" EAST, PARALLEL WITH THE SOUTH LINE OF SAID EAST 30 ACRES, 600 FEET; THENCE NORTH 47°09'42" EAST 276.19 FEET; THENCE NORTH 01°07'26" EAST 845.97 FEET, MORE OR LESS, TO A POINT 60 FEET SOUTH OF THE NORTH LINE OF SAID EAST 30 ACRES; THENCE EASTERLY 200 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID EAST 30 ACRES, TO THE EAST LINE OF SAID EAST 30 ACRES AND THE TERMINUS OF SAID LINE;



EXHIBIT A-3

ENTIRE PARCEL DESCRIPTION

RL-152A

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL

EXCEPT THAT PORTION LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



10-7-2019

EXHIBIT B-1

PERMANENT EASEMENT DESCRIPTION ② TREE & VEGETATION CLEARING EASEMENT

RL-151

TAX PARCEL NUMBER 112505-9016

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-1 "PARCEL A", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°03'01" WEST, 18.64 FEET ALONG THE EAST LINE OF SAID PARCEL TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 88°25'30" WEST, 180.02 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5,101.56 FEET;

THENCE ALONG SAID CURVE AN ARC A DISTANCE OF 177.33 FEET, THROUGH A CENTRAL ANGLE OF 1°59'30", TO A POINT ON SAID RIGHT OF WAY LINE;

THENCE SOUTH 86°43'13" WEST, 699.31 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 08°14'51" EAST, 16.27 FEET ALONG THE WEST LINE OF SAID PARCEL;

THENCE NORTH 85°59'08" EAST, 172.31 FEET;

THENCE NORTH 86°43'13" EAST, 527.05 FEET;

THENCE NORTH 00°23'31" WEST, 1.91 FEET TO A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIAL BEARING OF SOUTH 00°23'33" EAST, HAVING A RADIUS OF 5,089.56 FEET;

THENCE ALONG SAID CURVE AN ARC DISTANCE OF 174.77 FEET, THROUGH A CENTRAL ANGLE OF 1°58'03";

THENCE SOUTH 88°25'30" EAST, 180.13 FEET TO SAID EAST LINE OF SAID PARCEL;

THENCE NORTH 01°03'01" EAST, 12.00 FEET ALONG SAID EAST LINE TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 14,257 SQUARE FEET, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF LAND;

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE NORTH 88°28'51" WEST, 102.52 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 1075.30 FEET TO THE WEST BOUNDARY OF THE SAMMAMISH RIVER PER THE DRAINAGE DISTRICT NO. 3 SURVEY, ARMY ENGINEER DISTRICT SEATTLE PLAN, SHEET 18 OF 80, SAMMAMISH RIVER, WASHINGTON CHANNEL IMPROVEMENT PLAN 17 AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 08°14'52" EAST, 19.56 FEET ALONG SAID WEST BOUNDARY OF THE SAMMAMISH RIVER TO A NON-TANGENT CURVE TO THE LEFT, WITH A RADIAL BEARING OF SOUTH 06°18'08" EAST, HAVING A RADIUS OF 2,175.54 FEET;

THENCE LEAVING SAID WEST BOUNDARY OF THE SAMMAMISH RIVER ALONG SAID CURVE AN ARC DISTANCE OF 10.53 FEET, THROUGH A CENTRAL ANGLE OF 0°16'39" TO THE WEST LINE OF SAID PARCEL;

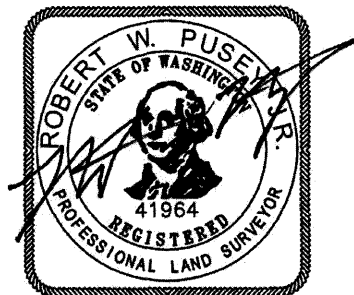
THENCE NORTH 07°04'39" EAST, 20.40 FEET ALONG SAID WEST PARCEL LINE TO THE SAID SOUTH RIGHT OF WAY LINE OF SR 520;

THENCE NORTH 86°43'13" EAST, 5.16 FEET ALONG SAID RIGHT OF WAY LINE, TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 155 SQUARE FEET, MORE OR LESS.

TOTAL EASEMENT AREA CONTAINS 14,412 SQUARE FEET, MORE OR LESS.



12-05-18

EXHIBIT B-2

PERMANENT EASEMENT DESCRIPTION ③ TREE & VEGETATION CLEARING EASEMENT

RL-153

TAX PARCEL NUMBER 122505-9037

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-2 "PARCEL B", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°18'40" WEST, 59.91 FEET ALONG THE EAST LINE OF SAID PARCEL TO THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 74°04'49" WEST, 34.67 FEET TO A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,240.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 431.16 FEET, THROUGH A CENTRAL ANGLE OF 19°55'20";

THENCE NORTH 85°59'51" WEST, 769.68 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 9,100.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 385.56 FEET, THROUGH A CENTRAL ANGLE OF 2°25'39";

THENCE NORTH 88°25'30" WEST, 1,029.99 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE SOUTH 01°03'01" WEST, 12.00 FEET ALONG SAID WEST LINE;

THENCE SOUTH 88°25'30" EAST, 881.02 FEET;

THENCE NORTH 01°33'46" EAST, 7.00 FEET;

THENCE SOUTH 88°25'30" EAST, 148.86 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 01°34'30" WEST AND HAVING A RADIUS OF 9095.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 99.15 FEET, THROUGH A CENTRAL ANGLE OF 0°37'29";

THENCE SOUTH 04°30'07" WEST, 7.01 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 02°11'52" WEST AND HAVING A RADIUS OF 9,088.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 286.26 FEET, THROUGH A CENTRAL ANGLE OF 1°48'17";

THENCE SOUTH 85°59'51" EAST, 769.68 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,252.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 435.33 FEET, THROUGH A CENTRAL ANGLE OF 19°55'20";

THENCE NORTH 74°04'49" EAST, 30.95 FEET

THENCE NORTH 01°18'40" EAST, 12.56 FEET TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 30,077 SQUARE FEET, MORE OR LESS.



EXHIBIT B-3

**PERMANENT EASEMENT DESCRIPTION ③
TREE & VEGETATION TRIMMING EASEMENT**

RL-152A

TAX PARCEL NUMBER 112505-HYDR

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE NORTH 86°43'13" EAST, 5.16 FEET TO THE WEST LINE OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL;

THENCE ALONG SAID WEST LINE, SOUTH 08°14'51" EAST, 5.55 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 06°18'53" EAST, HAVING A RADIUS OF 2,189.54 FEET AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 2°18'00", A DISTANCE OF 87.90 FEET;

THENCE NORTH 85°59'08" EAST, 32.32 FEET TO THE EAST LINE OF SAID SAMMAMISH DRAINAGE DISTRICT NO. 3 PARCEL;

THENCE ALONG SAID EAST LINE, SOUTH 08°14'51" EAST, 14.05 FEET;

THENCE SOUTH 85°59'08" WEST, 33.36 FEET;

THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 2175.54 FEET, THROUGH A CENTRAL ANGLE OF 2°17'16", A DISTANCE OF 86.86 FEET TO SAID WEST LINE;

THENCE ALONG SAID WEST LINE, NORTH 08°14'51" WEST, 14.01 FEET TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

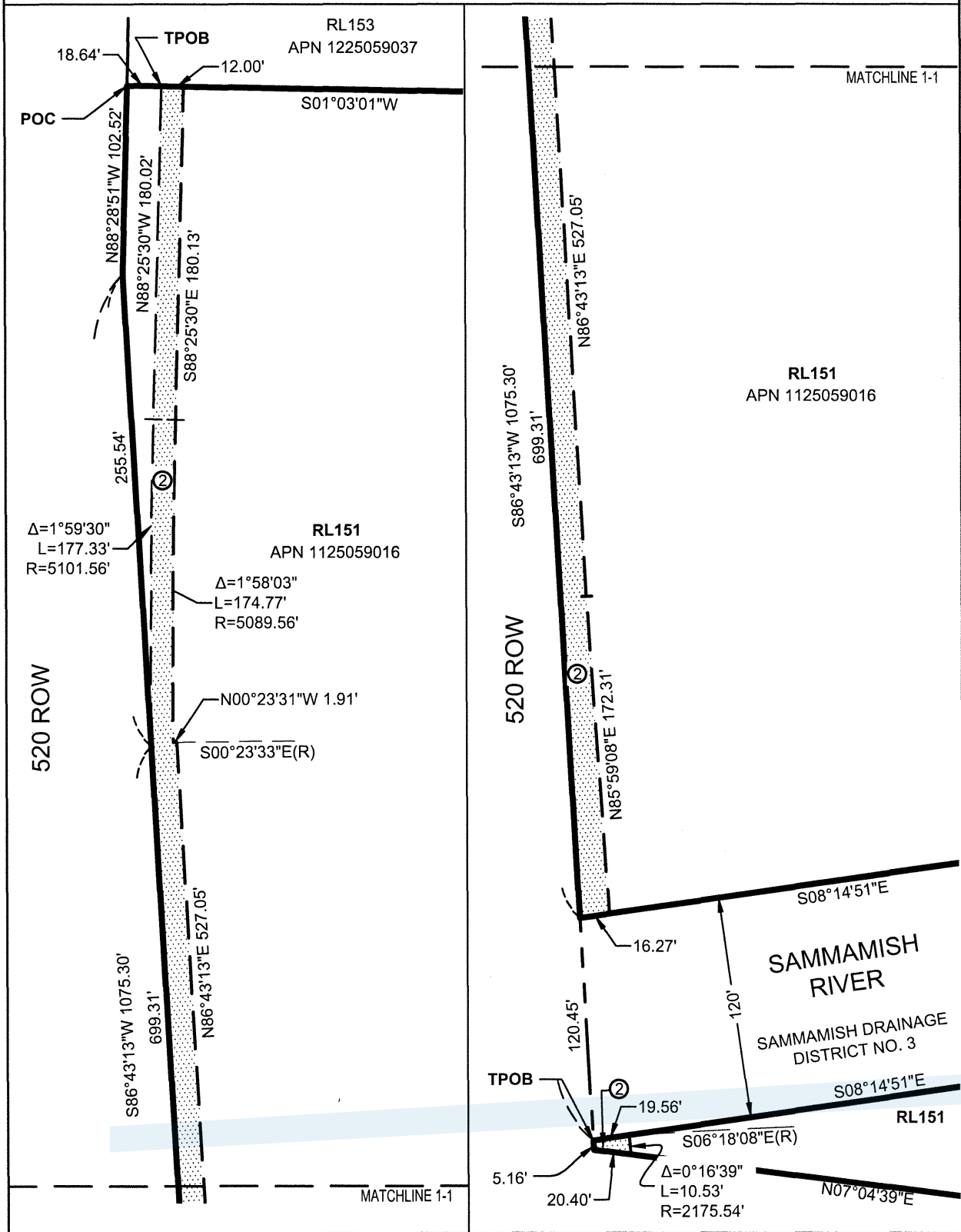
SITUATE IN KING COUNTY, WASHINGTON

AREA CONTAINS 1,685 SQUARE FEET, MORE OR LESS.



10-7-2019

EXHIBIT C-1
 TAX PARCEL NO. 1125059016
 E 1/2, SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.

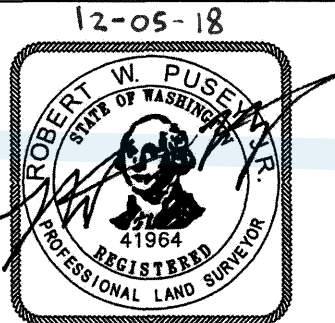
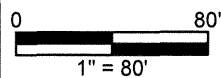


LEGEND



- PARCEL BOUNDARY
- RIGHT-OF-WAY LINE
- TREE & VEG. CLEARING ESMT

Ⓜ IDENTIFIER FOR AREA TABLE IN FOOTER



PARCEL AREA: 2,364,524 SF*
 Ⓜ TREE & VEG ESMT: 14,412 SF
 *= PER KING COUNTY ASSESSOR MAP

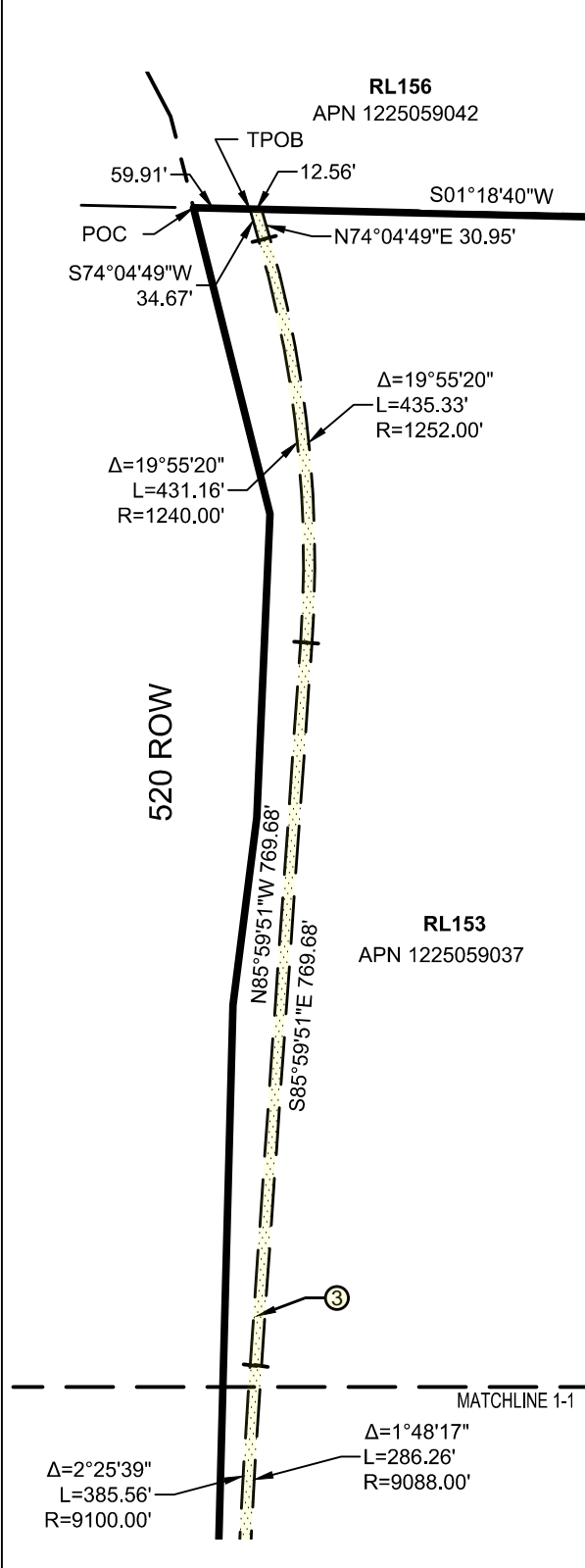
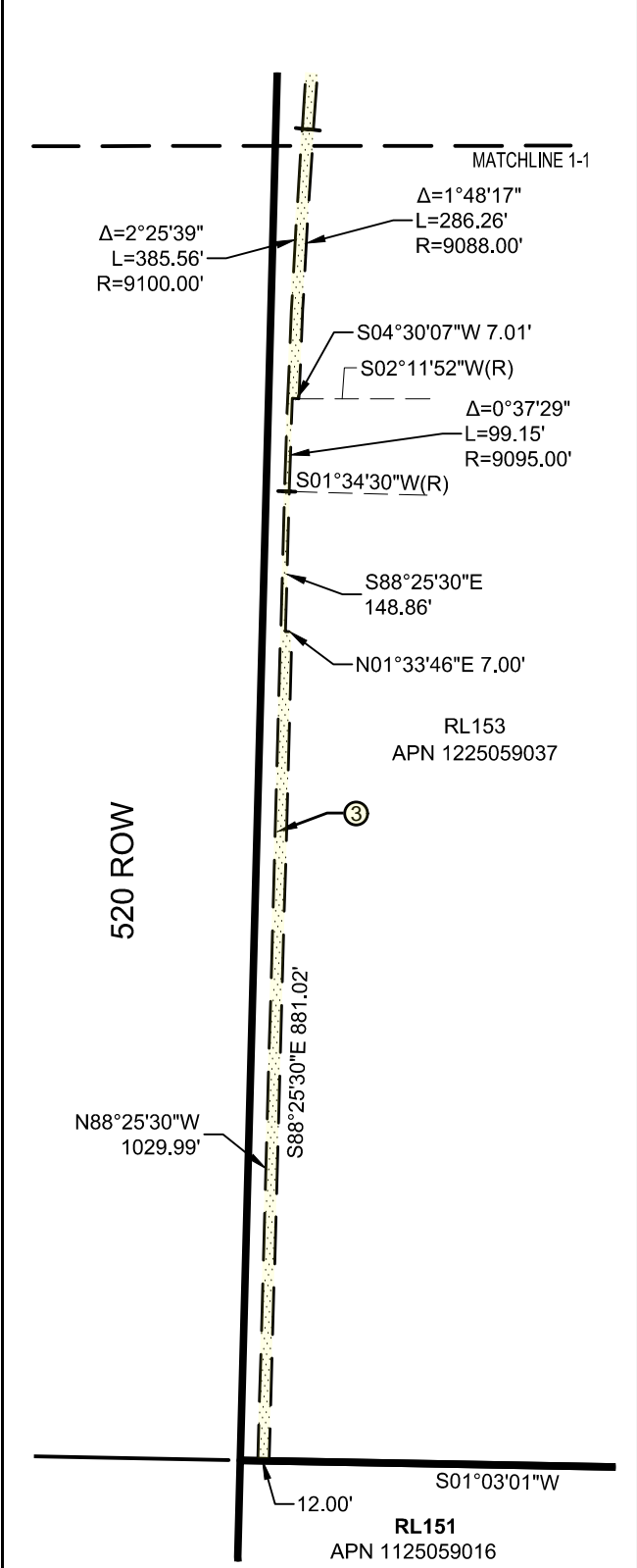
PARCEL MAP R/W NO. RL 151

ASSESSOR NO.: 1125059016 DATE: 12/05/2018

OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT C-2
 TAX PARCEL NO. 1225059037
 SW 1/4, SECTION 12 T 25 N, R 05 E, W.M.



LEGEND



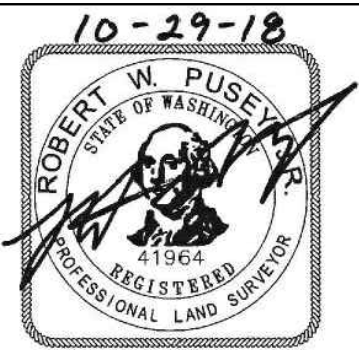
TREE & VEG ESMT



PARCEL BOUNDARY
 RIGHT-OF-WAY LINE
 TREE & VEG. CLEARING ESMT

IDENTIFIER FOR AREA TABLE IN FOOTER

0 200'
 1" = 200'



PARCEL AREA: 6,207,241 SF
 # TREE & VEG ESMT: 30,077 SF

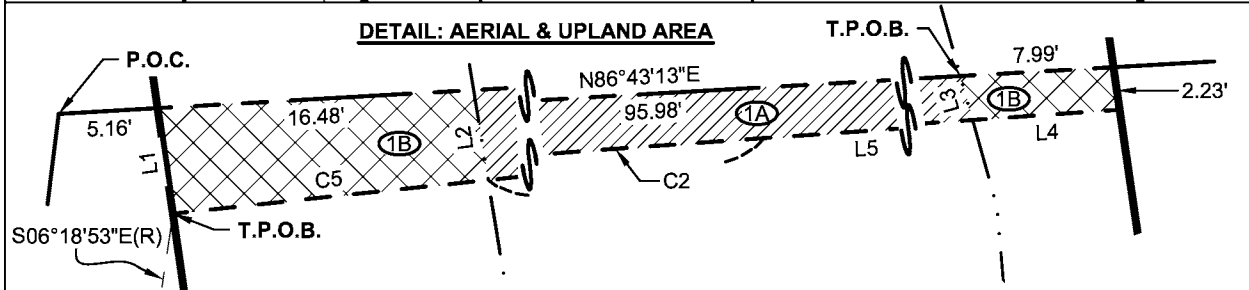
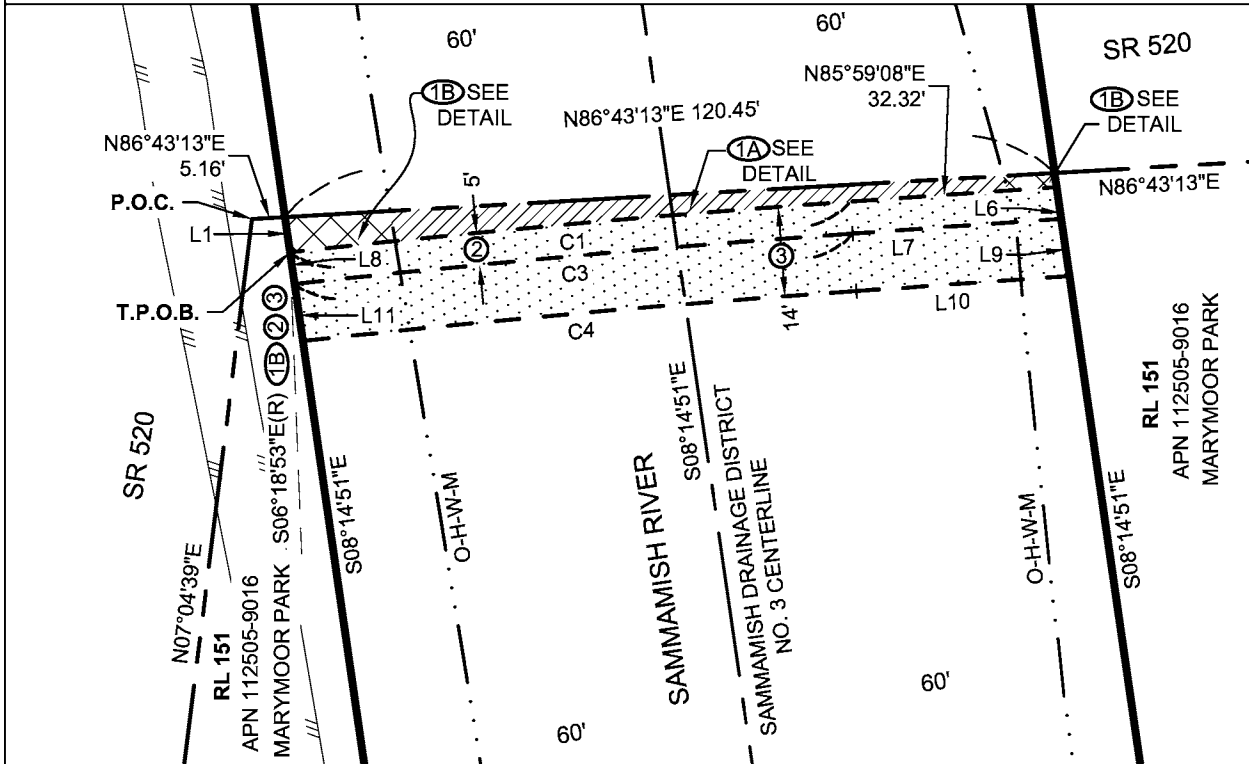
PARCEL MAP R/W NO. RL 153

ASSESSOR NO.: 1225059037 DATE: 10/29/2018
 OWNER: KING COUNTY
 KING COUNTY, WA

EXHIBIT C-3
TAX PARCEL NO. 112505-HYDR
NE 1/4 OF THE SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



PERMANENT EASEMENTS




LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.55	S08°14'51"E
L2	4.74	N09°17'18"W
L3	2.38	S15°36'32"E
L4	7.67	S85°59'08"W
L5	24.65	S85°59'08"W
L6	5.02	S08°14'51"E
L7	32.69	S85°59'08"W
L8	5.00	N08°14'51"W
L9	9.03	S08°14'51"E
L10	33.36	S85°59'08"W
L11	9.01	N08°14'51"W


CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	87.90	2189.54	2°18'00"
C2	71.38	2189.54	1°52'04"
C3	87.53	2184.54	2°17'45"
C4	86.86	2175.54	2°17'16"
C5	16.52	2189.54	0°25'56"

LEGEND

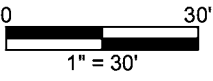
	PERMANENT ESMT AS NOTED		PARCEL BOUNDARY
	UPLAND ESMT		RIGHT-OF-WAY LINE
	AERIAL ESMT		DRAINAGE DISTRICT CENTERLINE
(R)	RADIAL BEARING		EASEMENT LINE PERMANENT
(#)	IDENTIFIER FOR AREA TABLE		ORDINARY HIGH WATER MARK
			EDGE OF PAVEMENT



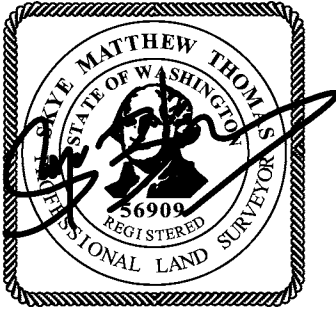
SOUNDTRANSIT



Parametrix



0 30'
1" = 30'



10-7-2019

PARCEL AREA: UNKNOWN

- (A) AERIAL EASEMENT: 310 SF
- (B) UPLAND EASEMENT: 102 SF
- (2) ACCESS & MAINTENANCE ESMT: 602 SF
- (3) TREE & VEG TRIMMING ESMT 1,685 SF

PARCEL MAP - RL 152A - SAMMAMISH RIVER

ASSESSOR NO.: 112505-HYDR DATE: 10-7-2019

OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT I

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
FOR MARYMOOR PARK PROPERTY**

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal

Descriptions: Portion of the southeast quarter of Section 11, Township 25 North, Range 5 East; and Portions of the southwest and southeast quarters Section 12, Township 25 North, Range 5 East

Additional Legal

Descriptions: See Exhibits A-1, A-2, and A-3

Assessor’s Tax

Parcel Nos.: 112505-9016, 112505-HYDR (portion) and 122505-9037 (portion)

ROW Nos.: RL151, RL152A, and RL153

This **TEMPORARY CONSTRUCTION EASEMENT** (“Easement” or “Agreement”) is granted by **KING COUNTY**, a political subdivision of the State of Washington, 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 “Party.”

RECITALS

A. Grantee desires a temporary construction easement in order to construct certain elements of its Link light rail system on two parcels comprising a portion of Grantor’s Marymoor Park and one parcel near Marymoor Park, described in **EXHIBITS A-1, A-2, and A-3** (“the Property”).

B. Grantee is authorized to purchase real property and real property interests under RCW 81.112.080 and has the right of eminent domain under RCW 81.112.030. By its Resolution No. R2018-20, Grantee’s Board of Directors authorized acquisition of real property interests by negotiation or by exercise of eminent domain. Acknowledging this authority, Grantor agreed to sell certain property in fee as well as certain easements on a portion of the Property to Sound Transit for the construction of its Link light rail system.

C. To effectuate the agreed property transfer, the Parties negotiated a purchase and sale agreement that was subsequently approved by the Metropolitan King County Council through passage of Ordinance No. _____, dated _____ (the “Purchase and Sale Agreement”). Executed copies of the Purchase and Sale Agreement are on file with the Parties.

D. As provided in the Purchase and Sale Agreement, and in furtherance of the transactions contemplated in that Agreement, Grantor agrees to grant to Grantee a temporary

construction easement over that portion of the Property more particularly described in **EXHIBITS B-1, B-2, and B-3** and depicted in **EXHIBITS C-1, C-2, and C-3**.

NOW, THEREFORE, in furtherance of and for the consideration recited in the Purchase and Sale 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 more particularly described in **EXHIBITS B-1, B-2, and B-3** and depicted in **EXHIBIT C-1** as **Area 5**, **EXHIBIT C-2** as **Area 4**, and **EXHIBIT C-3** as **Area 4** (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 Purchase and Sale Agreement are incorporated into this Agreement by this reference as if fully set forth herein, and all references in those provisions to the “Condition of the King County Property” shall be understood to refer to the Property legally described in **EXHIBITS A-1, A-2, and A-3** and the Easement Area defined in **EXHIBITS B-1, B-2, and B-3** and depicted in **EXHIBITS C-1, C-2, and C-3**:

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

2. PURPOSE OF EASEMENT; LIMITATIONS ON EXERCISE OF EASEMENT RIGHTS.

A. Grantee and its employees, contractors, agents, permittees, and licensees shall have the right 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.

B. 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 performance of the work described herein (“Grantee’s Work”). 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 Marymoor Park, subject to such limitations as may apply through Grantee’s usual and ordinary construction site access control policies and practices.

C. During Grantee’s use of the Easement Area for Grantee’s Work, Grantee will make reasonable efforts to minimize its impacts to the Sammamish River Trail (“the Trail”) by providing detours for the Trail through or around the construction site as is reasonable while at the same time allowing continued use of the Easement Area by Grantee for construction. If the Trail cannot be safely detoured through or around the construction site and requires a closure, Grantee must contact the DRLE Project Coordinator, Mike Ullmer (mullmer@kingcounty.gov), or such other person as Grantor may designate upon reasonable notice to Grantee, a minimum

of 30 days in advance of the proposed closure or, if Grantee's design-build contractor provides less than 30 days' notice, then within a reasonable time after receiving notice from the design-builder, and develop a public notification process and identify detour routes for the Trail in coordination with Grantor.

D. In the event that Grantee discovers minor utility connection work that requires limited access to discrete portions of the Property in addition to that within the Easement Area, Grantee shall notify King County Parks DRLE Project Coordinator, Mike Ullmer (mullmer@kingcounty.gov), and Marymoor Park District Maintenance Coordinator (PDMC), David Hennings (david.hennings@kingcounty.gov), or such other person as Grantor may designate upon reasonable notice to Grantee. To qualify under this Section 2.D, minor utility connection work may not impact: (i) existing facilities within Marymoor Park; (ii) the public's use of existing facilities in the Park; or (iii) maintenance activities, traffic circulation, or overall public use and enjoyment of the Park. If utility connection work does not meet the requirements in the preceding sentence, then Grantee must apply for a separate special use permit or other instrument to authorize such work. 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 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 of this Agreement.

3. RESTORATION. Grantee will restore the Easement Area consistent with restoration plans approved by Grantor and included as part of the Clearing and Grading Permits from King County Department of Local Services – Permitting Division. Restoration shall return the affected areas to a condition substantially similar to or better than that which existed prior to construction.

4. TERM OF EASEMENT.

A. The term of the Easement (the "Term") shall commence upon mutual execution of this Agreement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement for the purposes described in Paragraph 2. Grantee will provide 14 days' written notice to Grantor before commencing Grantee's work within the Easement Area. Upon commencing such work, Grantee shall be entitled to use the Easement Area for the performance of the work for a period of 36 consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. Restoration, as provided for in Section 3 of this Easement, shall be completed within the Construction Period.

B. The Easement will remain in effect until June 30, 2025 or until completion of restoration in the Easement Area, if any, pursuant to Section 3 of this Agreement, whichever occurs first. Grantee may, at its option, upon written notice to Grantor, extend the Term, including the exclusive Construction Period, for up to an additional 12 months, in not less than 2-month increments, provided that Grantee shall give such notice at least 90 days prior to the expiration of this Easement. Grantee shall pay Grantor \$11,918.00 for each such 2-month extension. Extensions must occur consecutively with each other and immediately following the Construction Period.

5. 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.

6. 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.

7. LIENS. The Property, the Transit Way, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

8. 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: (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) shall comply with all environmental, health, and safety requirements imposed by the permitting jurisdictions or other governmental authorities, all Environmental Laws as defined in Paragraph B of this Section 8, and all other 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 defined herein). 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, chapter 70.105D RCW, 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 8.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 attorneys' 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 or 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 (chapter 70.105D RCW) 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.

9. Indemnity.

A. GRANTEE INDEMNITY. Grantee shall defend, indemnify, and hold Grantor and its officials, officers, and employees harmless (except to the extent caused by the 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, or costs (including reasonable attorneys' 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 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, or 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, however, 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 9.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 defend, indemnify, and hold Grantee and its officials, officers, and employees harmless (except to the extent caused by the 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, or costs (including reasonable attorneys' 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, or 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, however, 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 9.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.

10. Insurance. 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 and \$2,000,000 general aggregate, covering any claim, personal injury, or property damage, including coverage for contractual liability, arising in connection with the Property or the Easement Area; (b) business automobile liability coverage, including owned, hired, or non-owned, with a limit of not less than \$1,000,000 combined single limit; (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 and non-contributing with any insurance maintained by Grantor; (iii) contain a waiver of any rights of subrogation against Grantor; and (iv) 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.

11. 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 Purchase and Sale Agreement, which Article is incorporated by this reference as if fully set forth herein.

12. 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 Purchase and Sale 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.

13. 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 Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
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.

14. 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 as long as Grantee diligently and continuously attempts to do so;
- ii. Grantee makes a general assignment or general arrangement for the benefit of creditors;
- iii. 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) cured all defaults under

this Easement and paid all sums due and owing under this Easement, and (iii) 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;

- iv. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days;
- v. A trustee or receiver is appointed to take possession of all or substantially all of Grantee's assets; or
- vi. 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. Grantor makes a general assignment or general arrangement for the benefit of creditors;
- iii. 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) cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) 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;
- iv. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantor and is not dismissed within sixty (60) days;
- v. A trustee or receiver is appointed to take possession of all or substantially all of Grantor's assets; or
- vi. 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, have the right to specifically enforce the terms of this Easement. Except as set forth in Section 8.B.v, any Party seeking damages for a breach of this Easement shall have the right to recover only actual damages that 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. The following Exhibits are attached to this Agreement and incorporated by this reference as if fully set forth herein:

EXHIBITS A-1, A-2, and A-3: Legal Descriptions of Grantor's Property

EXHIBITS B-1, B-2, and B-3: Legal Descriptions of Easement Area

EXHIBITS C-1, C-2, and C-3: Depictions of Easement Area

20. AUTHORITY TO EXECUTE. The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

SIGNATURE AND NOTARY BLOCKS APPEAR ON NEXT PAGES

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this Easement Agreement as of the day and year below written.

KING COUNTY SIGNATURE AND ACKNOWLEDGEMENT

Grantor: King County

By: _____

Its: _____

DATE: _____

Approved as to Form
Legal Counsel for King County

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: _____

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: _____

EXHIBIT A-1

ENTIRE PARCEL DESCRIPTION

RL-151

TAX PARCEL NUMBER 112505-9016

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] UPDATED 2ND COMMITMENT- AS PARCEL A

EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

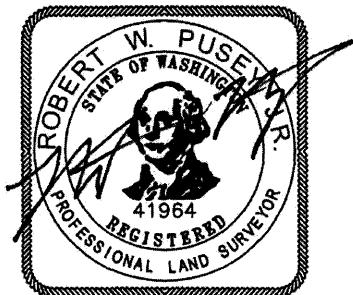
THAT PORTION OF THE EAST HALF TO THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD 1309;

EXCEPT THAT PORTION LYING WITHIN SAMMAMISH WATER DISTRICT NO. 3;

EXCEPT STATE HIGHWAY SR 520;

EXCEPT THAT PORTION LYING NORTHERLY OF STATE HIGHWAY SR 520; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20060525000924.



12-05-18

EXHIBIT A-2

ENTIRE PARCEL DESCRIPTION

RL-153

TAX PARCEL NUMBER 122505-9037

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] AS PARCEL B
EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF STATE HIGHWAY SR 520;
ALSO

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; ALSO

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE EAST 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 30 ACRES, WHICH IS 200 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 87°50'18" EAST, PARALLEL WITH THE SOUTH LINE OF SAID EAST 30 ACRES, 600 FEET; THENCE NORTH 47°09'42" EAST 276.19 FEET; THENCE NORTH 01°07'26" EAST 845.97 FEET, MORE OR LESS, TO A POINT 60 FEET SOUTH OF THE NORTH LINE OF SAID EAST 30 ACRES; THENCE EASTERLY 200 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID EAST 30 ACRES, TO THE EAST LINE OF SAID EAST 30 ACRES AND THE TERMINUS OF SAID LINE;



EXHIBIT A-3

ENTIRE PARCEL DESCRIPTION

RL-152A

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL

EXCEPT THAT PORTION LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



10-7-2019

EXHIBIT B-1

TEMPORARY CONSTRUCTION EASEMENT ⑤

RL-151

TAX PARCEL NUMBER 112505-9016

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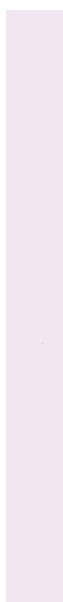


EXHIBIT B-2

TEMPORARY CONSTRUCTION EASEMENT ④

RL-153

TAX PARCEL NUMBER 122505-9037

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EXHIBIT B-3

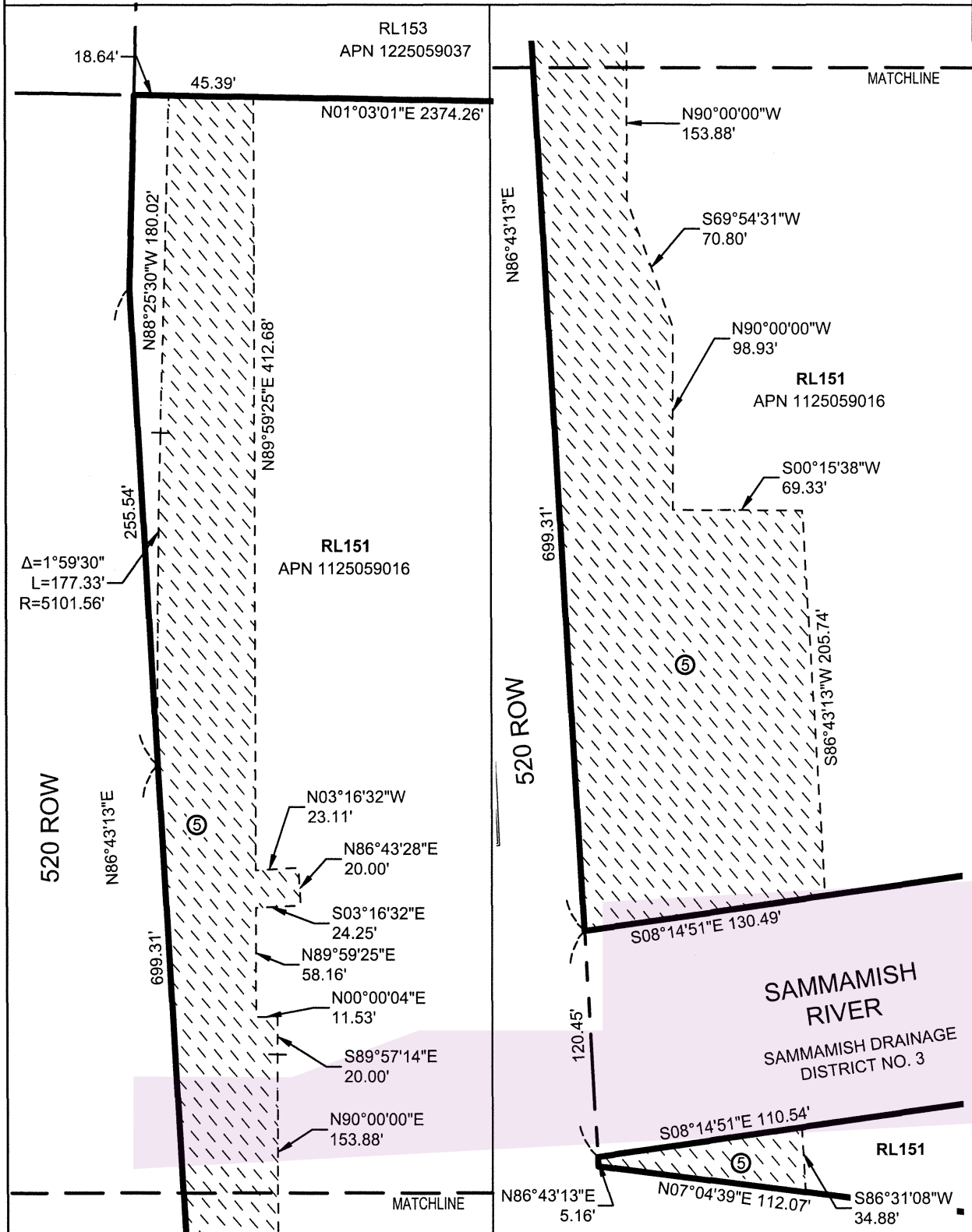
TEMPORARY CONSTRUCTION EASEMENT ④

RL-152A

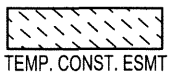
TAX PARCEL NUMBER 112505-HYDR

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EXHIBIT C-1
 TAX PARCEL NO. 1125059016
 E 1/2, SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.

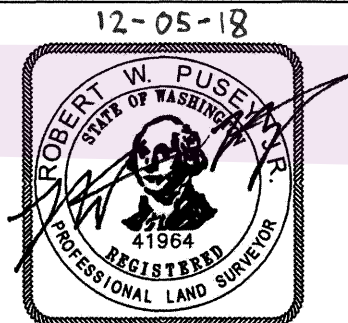
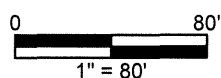


LEGEND



- PARCEL BOUNDARY
- RIGHT-OF-WAY LINE
- EASEMENT LINE TEMPORARY

Ⓢ IDENTIFIER FOR AREA TABLE IN FOOTER



PARCEL AREA: 2,364,524 SF*
 Ⓢ TEMP. ESMT: 73,872 SF
 *= PER KING COUNTY ASSESSOR'S MAP

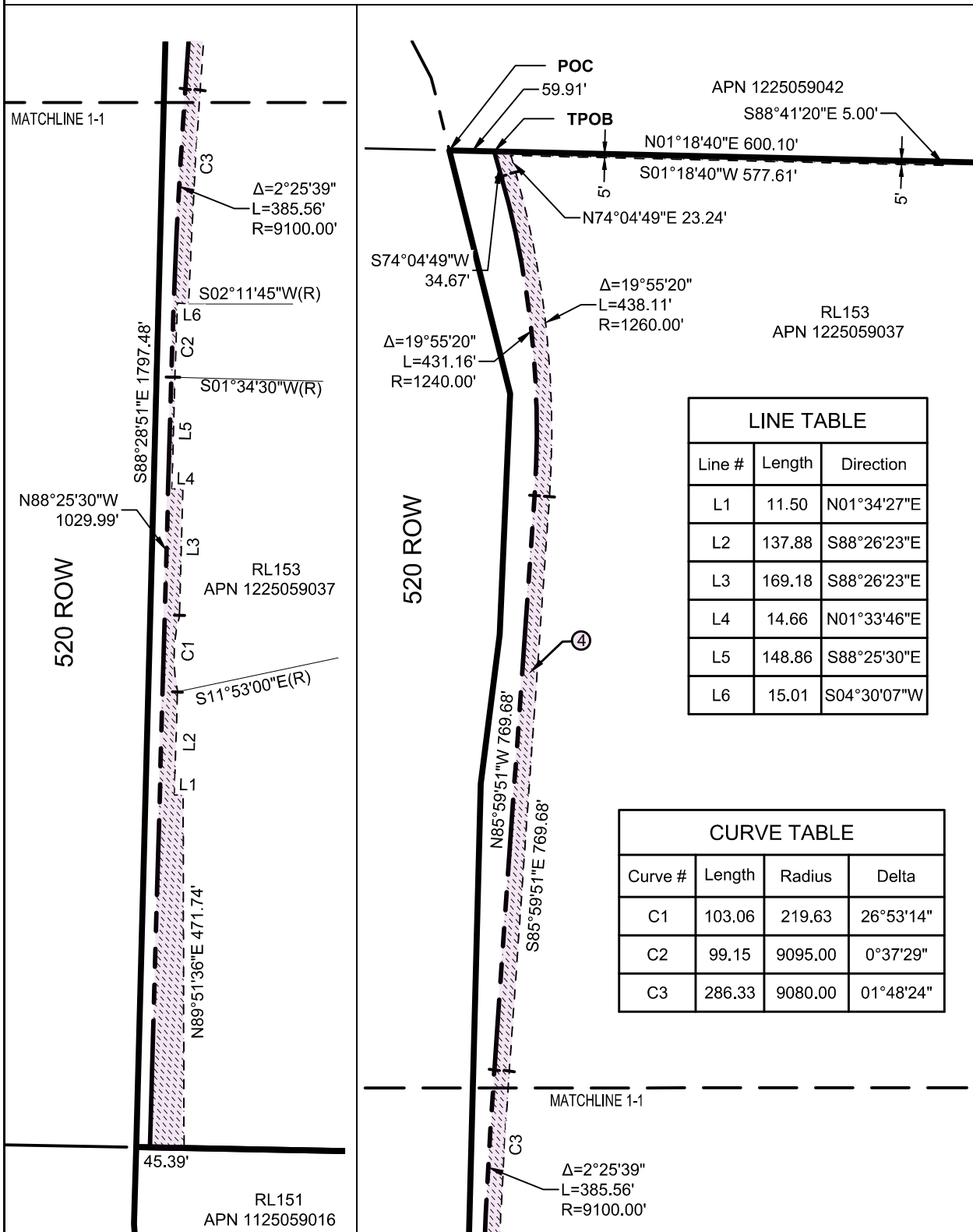
PARCEL MAP R/W NO. RL 151

ASSESSOR NO.: 1125059016 DATE: 12/05/2018

OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT C-2
 TAX PARCEL NO. 1225059037
 SW 1/4, SECTION 12 T 25 N, R 05 E, W.M.



LINE TABLE		
Line #	Length	Direction
L1	11.50	N01°34'27"E
L2	137.88	S88°26'23"E
L3	169.18	S88°26'23"E
L4	14.66	N01°33'46"E
L5	148.86	S88°25'30"E
L6	15.01	S04°30'07"W

CURVE TABLE			
Curve #	Length	Radius	Delta
C1	103.06	219.63	26°53'14"
C2	99.15	9095.00	0°37'29"
C3	286.33	9080.00	01°48'24"

LEGEND

- PARCEL BOUNDARY
- FEE TAKE LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE TEMPORARY

TEMP. CONST. ESMT

⊕ IDENTIFIER FOR AREA TABLE IN FOOTER

Sound Transit

Parametrix

0 200'
1" = 200'

10-29-18

PARCEL AREA: 6,207,241 SF
 ⊕ TEMP. ESMT: 60,314 SF

PARCEL MAP R/W NO. RL 153

ASSESSOR NO.: 1225059037 DATE: 10/29/2018

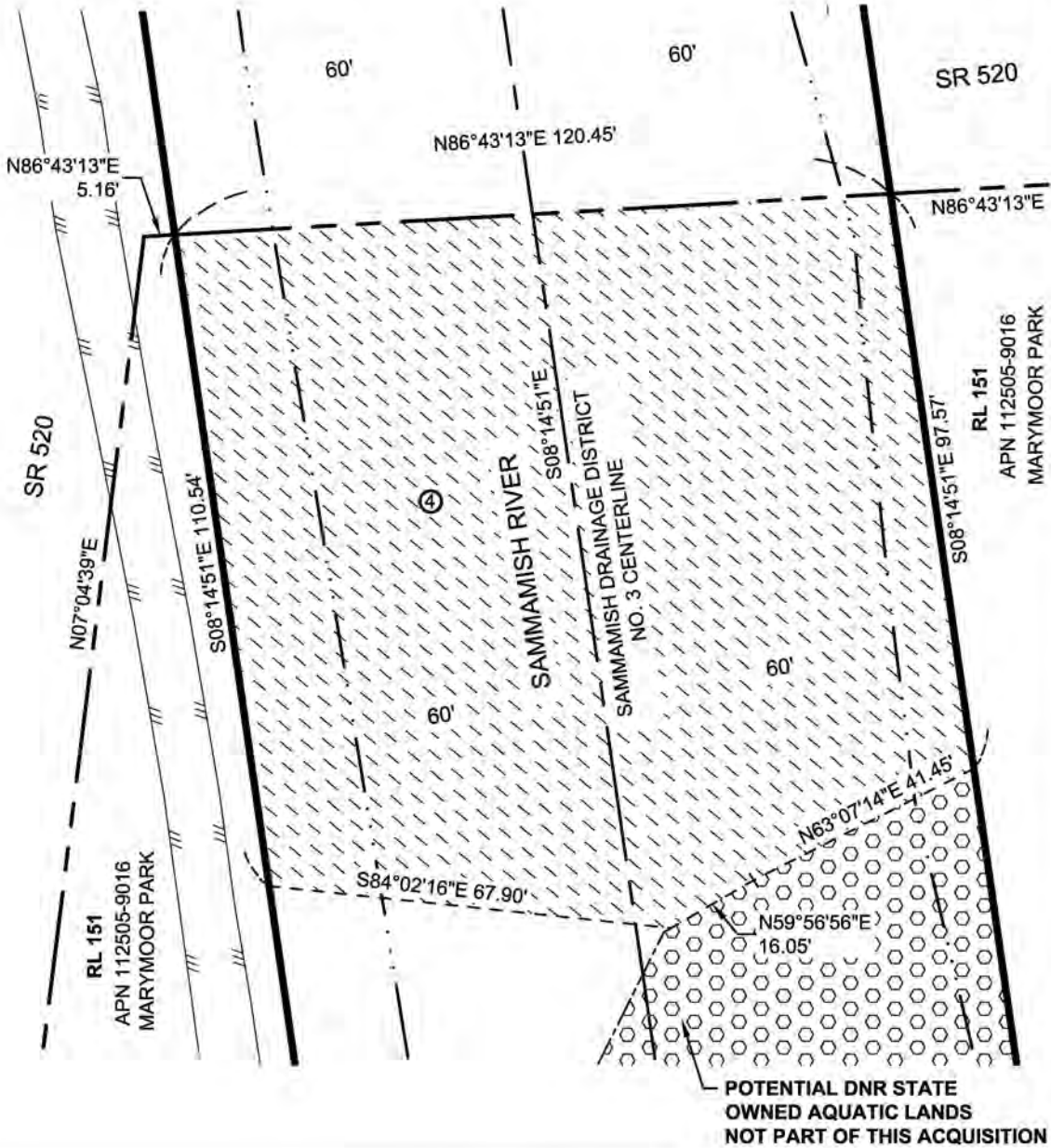
OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT C-3
 TAX PARCEL NO. 112505-HYDR
 NE 1/4 OF THE SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.

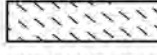
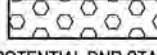









TEMPORARY EASEMENT



POTENTIAL DNR STATE OWNED AQUATIC LANDS NOT PART OF THIS ACQUISITION

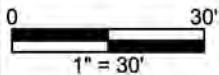
LEGEND

-  TEMP. CONST. ESMT
-  POTENTIAL DNR STATE OWNED AQUATIC LANDS
-  PARCEL BOUNDARY
-  RIGHT-OF-WAY LINE
-  DRAINAGE DISTRICT CENTERLINE
-  EASEMENT LINE TEMPORARY
-  ORDINARY HIGH WATER MARK
-  EDGE OF PAVEMENT
-  IDENTIFIER FOR AREA TABLE



SOUNDTRANSIT

Parametrix



10-7-2019

PARCEL AREA: UNKNOWN

④ TEMP. CONST. EASEMENT: 13,552 SF

PARCEL MAP - RL 152A - SAMMAMISH RIVER

ASSESSOR NO.: 112505-HYDR DATE: 10-7-2019

OWNER: KING COUNTY

KING COUNTY, WA

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

EXHIBIT J

**TRANSIT WAY EASEMENT
FOR EAST LAKE SAMMAMISH TRAIL PROPERTY**

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of the S1/2 of the NE1/4 and the E1/2 of the SE1/4 of STR 12/25/5

Assessor's Tax Parcel No.: 122505-9265

ROW No.: RL 171

KING COUNTY, a political subdivision of the State of Washington ("Grantor") is the owner of real property located in the City of Redmond commonly known as the **East Lake Sammamish Trail**, and more particularly described in the legal description attached as **Exhibit A**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee will construct a portion of the Link light rail system called the **Downtown Redmond Link Extension** ("Project") on the Property.

Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties."

Grantee desires to use a certain portion of the Property in connection with the construction, operation, and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement; Railbanking-Related Limitations on Grant.

1.1 Grant. Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors, and assigns, a permanent transit way easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit B** and depicted in the attached **Exhibit C** as **Area 3** ("Easement Area"). Subject to the limitations in Section 4 of this Easement, Grantor reserves for itself all right, title, and interest to, and use and enjoyment of, the Property and the Easement Area not specifically granted to Grantee under this Easement.

1.2 Railbanking-Related Limitations on Grant.

A. Grantee acknowledges that the Property, together with the remainder of the East Lake Sammamish Trail and certain other property collectively referred to as the Redmond – Issaquah Line from milepost 7.3 to milepost 19.75 and formerly owned by BNSF Railway Company, has been "Railbanked" under 16 U.S.C. §1247(d) and its implementing regulations including, but not limited to, 49 C.F.R. §1152.29 (collectively, the "Railbanking Legislation"). Grantee further acknowledges that pursuant to that certain Notice of Interim Trail Use issued by the Surface Transportation Board in STB Docket No. AB-6 (Sub-No. 380X) (Service Date September 18, 1998), Grantor is the designated Interim Trail User for the Redmond – Issaquah Line from milepost 7.3 to

milepost 18.2, which status subjects Grantor to certain legal obligations under the Railbanking Legislation and related to the Property (the "Railbanking Obligations") including, but not limited to, trail-related obligations.

C. Grantee acknowledges that the Project will modify the Property. Grantee acknowledges that such modification could, potentially, result in Grantor (as the Interim Trail User) being obligated to bear costs or expenses to restore or improve the Property for reactivated freight rail service ("Reactivation Costs").

D. In consideration of these potential future impacts of Grantee's use of the Easement Area, Grantee hereby agrees that if Grantor is required as a result of its Railbanking Obligations to bear Reactivation Costs, Grantee shall indemnify Grantor for all costs or expenses reasonably necessary to satisfy Grantor's Railbanking Obligations that Grantor would not have incurred but for the Project; provided, however, that Grantee is not required to indemnify Grantor to the extent that such additional costs or expenses are paid or required to be paid, in whole or in part, by the person or entity requesting reactivation of freight rail service or by another third party.

E. Grantee further understands, acknowledges, and agrees that reactivation of interstate freight rail service may require Grantee, at Grantee's sole cost and expense, to modify, relocate, demolish, or remove the Project. Alternatively, Grantee may negotiate with the person or entity that reactivates freight rail service to accommodate Grantee's continued exercise of its easement rights in the Property.

2. Purpose of Easement.

2.1 Grantee, its agents, contractors, subcontractors, and permittees may use the Easement Area, including reasonable entry into Grantor's improvements located in the Easement Area, for purposes of removing structures or other impediments to Grantee's use of the Easement Area and installing improvements including columns, foundations, aerial guideway, and on-grade trackway (collectively, the "Transit Way"), and for purposes of conducting Link light rail-related activities including, but not limited to, the construction, operation, inspection, maintenance, repair, replacement, improvement, removal, and use of a segment of the Link light rail system and all appurtenances thereto. Grantee may undertake other Link light rail-related uses in the Easement Area, but only to the extent that such other uses do not materially interfere with: (A) Grantor's use and enjoyment of its reserved rights in the Property; or (B) the public's use and enjoyment of the East Lake Sammamish Trail, of which the Property is a part, or (C) both (A) and (B).

2.2 The parties acknowledge that Grantor will grant a separate tree and vegetation trimming easement to Grantee. To the extent that trees or vegetation located outside the area covered by the tree and vegetation trimming easement may pose a risk to Grantee's Link light rail operations or improvements, Grantee shall communicate to Grantor regarding such risks and the Parties shall negotiate in good faith to address them in a timely manner. Grantee acknowledges that this Easement does not authorize Grantee to trim any trees or vegetation on the Property outside the Easement Area.

2.3 The Parties acknowledge that Grantor will grant a separate access road and drainage easement to Grantee over the Property. This Easement does not grant Grantee any right of access to or maintenance from any portion of the Property other than the Transit Way area.

2.4 Grantee may apply for any and all permits, licenses, or other authorizations necessary for Grantee's Link light rail-related purposes described in this Section 2. Grantee shall be responsible for all work performed under such permits, licenses, or other authorizations along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permits, licenses or other authorizations.

3. Restoration of Easement Area.

3.1 If Grantor's improvements or recreational facilities in the Easement Area are disturbed or damaged by any of Grantee's activities described in Section 2 (the "Work"), then upon completion of such Work, Grantee shall restore the disturbed or damaged improvements or facilities to a condition that is as good or better than that which existed prior to the use, or

as negotiated separately; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Section 2 of this Easement.

3.2 During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition pending the completion of the Work.

4. Limitations on Grantor's Use of Easement Area. Grantor may not construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event Grantee discovers such items in the Easement Area, Grantee may immediately remove such items at Grantor's expense. No obstructions of any kind whatsoever will be allowed within five feet of the aerial guideway columns without Grantee's prior written permission, which permission may be withheld in Grantee's sole and absolute discretion. Grantor may not use the Easement Area for any purpose in the area above the Transit Way, or the area five feet below the bottom of the aerial guideway without Grantee's prior written permission, which permission may be withheld in Grantee's sole and absolute discretion. Vehicles carrying flammable materials other than within the vehicle's own fuel tank or within approved small (5 gallon or less) fuel storage containers may not park under Grantee's aerial guideway. Grantor shall make no use whatsoever of the at-grade portions of the Easement Area without written permission of Grantee, which permission shall not be unreasonably withheld, conditioned, or delayed. Subject to this Section 4, as long as Grantor's use does not interfere with Grantee's use of the Easement Area, Grantor may otherwise use the Property within the Easement Area as long as Grantor's use does not interfere with Grantee's use of the Easement Area, without written permission of Grantee.

5. Representations and Indemnifications.

5.1 Grantor's Disclaimer of Easement Area Condition. Sections 3.3.2 and 3.3.3 of that certain Real Estate Purchase and Sale Agreement between the Parties and approved by Metropolitan King County Council Ordinance No. _____ and Sound Transit Resolution No. R2018-20 are incorporated herein by this reference as if fully set forth.

5.2 No Grant Regarding Property other than Easement Area. This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

5.3 Liens. The Property, the Transit Way, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

5.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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.

E. 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.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

5.5 Grantee's Indemnification of Grantor. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Section 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

6. Binding Effect. This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. Insurance. During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, subcontractors of all tiers, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. Dispute Resolution.

8.1 Dispute Escalation. The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. Step One. The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. Step Two. In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. Step Three. In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

8.2 **Mediation.** If the Parties are unable to resolve the dispute utilizing the process set forth in Section 8.1, 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.

8.3 **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 8.1 are exhausted.

8.4 **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.

8.5 **No Prejudice.** If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

8.6 **Emergency.** If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

9. **Attorney's Fees.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other Party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. **Condemnation.** This Easement is granted under the threat of condemnation under Sound Transit Resolution no. R2018-20.

11. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

12. **General Terms and Conditions.**

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

12.2 **Assignment.** Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

12.3 **Entire Agreement; Amendment.** This Easement (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 Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

12.4 **Severability.** If any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

12.5 **Negotiation and Construction.** This Easement and each of its terms and provisions 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 Easement 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.

12.6 Governing Law and Venue. This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

12.7 Time Is of the Essence. Time is of the essence in the performance of this Easement.

12.8 Original Counterparts. This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

12.9 No Third Party Beneficiaries. This Easement 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.

12.10 Governmental Powers. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

12.11 Survival. 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.

12.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

12.13 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, have the right to specifically enforce the terms of this Easement.

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

- EXHIBIT A: Grantor's Entire Parcel (the Property)
- EXHIBIT B: Description of Easement Area
- EXHIBIT C: Depiction of Easement Area

12.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein.

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantor: **King County**

By: _____

Its: _____

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 _____ 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: _____

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantee: **Central Puget Sound Regional Transit Authority**

By: _____

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 said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the _____ of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** 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: _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-171

TAX PARCEL NUMBER 122505-9265

PER CHICAGO TITLE COMMITMENT NUMBER 0110439-06 [ROW RL171]

EFFECTIVE DATE: NOVEMBER 8, 2017 AT 8:00 A.M.

THAT PORTION OF THE BNSF RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY-SNOQUALMIE BRANCH) LYING WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON



7-8-2019

EXHIBIT B
TRANSIT WAY EASEMENT DESCRIPTION ③

RL-171
TAX PARCEL NUMBER 122505-9265

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST W.M. AND THE SOUTHERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY;

THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 69°08'08" EAST, A DISTANCE OF 610.55 FEET;

THENCE CONTINUING ON SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2814.93 FEET, THROUGH A CENTRAL ANGLE OF 05°01'18" FOR AN ARC LENGTH OF 246.72 FEET;

THENCE NORTH 29°24'05" WEST, A DISTANCE OF 1.24 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 321.75 FEET, THROUGH A CENTRAL ANGLE OF 34°06'55" FOR AN ARC LENGTH OF 191.58 FEET;

THENCE NORTH 63°31'00" WEST, A DISTANCE OF 1.00 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 454.07 FEET, THROUGH A CENTRAL ANGLE OF 07°35'14" FOR AN ARC LENGTH OF 60.13 FEET;

THENCE NORTH 71°06'13" WEST, A DISTANCE OF 375.94 FEET;

THENCE NORTH 18°46'54" EAST, A DISTANCE OF 12.00 FEET;

THENCE NORTH 71°01'37" WEST, A DISTANCE OF 128.08 FEET;

THENCE SOUTH 19°23'21" WEST, A DISTANCE OF 9.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9,986.85 FEET THE CENTER OF WHICH BEARS NORTH 19°13'57" EAST;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°46'04" FOR AN ARC LENGTH OF 133.83 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;

THENCE SOUTH 01°18'40" WEST ALONG SAID WEST LINE A DISTANCE OF 50.63 FEET TO THE **POINT OF BEGINNING**

AREA CONTAINS 47,175 SQUARE FEET, MORE OR LESS.

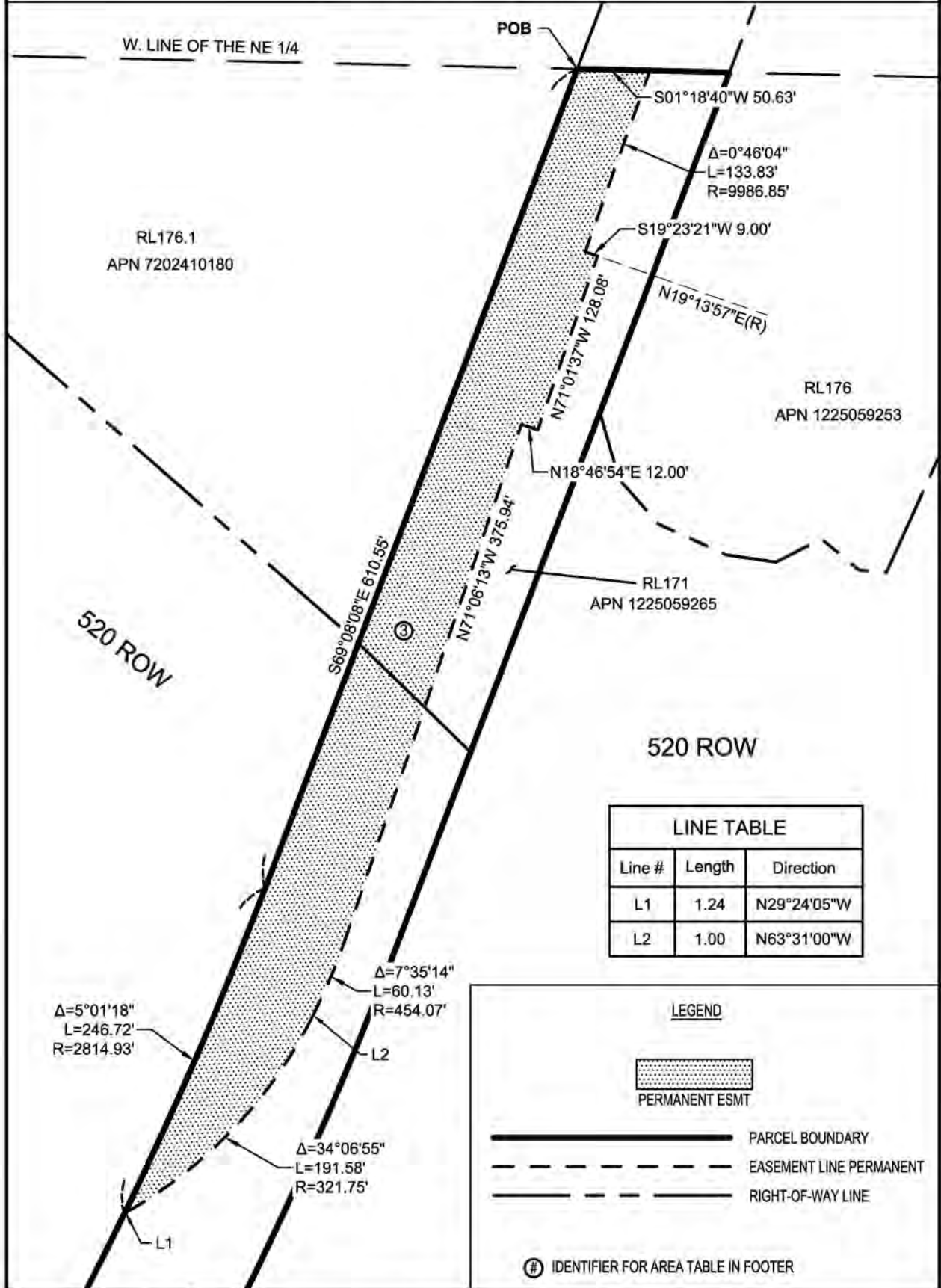


7-8-2019

EXHIBIT C
 TAX PARCEL NO. 122505-9265
 NE 1/4, SECTION 12, T 25 N, R 05 E, W.M.



PERMANENT EASEMENTS CONTINUED



LINE TABLE		
Line #	Length	Direction
L1	1.24	N29°24'05\"W
L2	1.00	N63°31'00\"W

LEGEND



PERMANENT ESMT

- PARCEL BOUNDARY
- EASEMENT LINE PERMANENT
- RIGHT-OF-WAY LINE

Ⓢ IDENTIFIER FOR AREA TABLE IN FOOTER

Ⓢ TRANSIT WAY ESMT: 47,175 SF

PARCEL MAP R/W NO. RL 171

ASSESSOR NO.: 122505-9265

DATE: 7/8/2019

OWNER: KING COUNTY

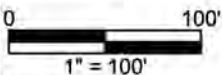
CITY OF REDMOND

KING COUNTY, WA



SOUNDTRANSIT

Parametrix



1" = 100'



7-8-2019

WHEN RECORDED RETURN TO:

EXHIBIT K

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

**PERMANENT ACCESS AND DRAINAGE EASEMENT
FOR EAST LAKE SAMMAMISH TRAIL PROPERTY**

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of the S1/2 of the NE1/4 and the E1/2 of the SE1/4 of STR 12/25/5

Assessor's Tax Parcel No.: 122505-9265

ROW No.: RL 171

KING COUNTY, a political subdivision of the State of Washington ("Grantor") is the owner of real property located in the City of Redmond and commonly known as the **East Lake Sammamish Trail**, and more particularly described in the legal description attached as **Exhibit A**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the **Downtown Redmond Link Extension** ("Project").

Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties."

Grantee desires to use a certain portion of the Property for access to Sound Transit facilities and for construction and maintenance of a storm drainage system.

AGREEMENT

1. Grant of Easement; Limitations on Grant.

1.1 Grant. Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors, and assigns, a permanent access and drainage easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit B** and depicted in the attached **Exhibit C** as **Area 6** ("Easement Area").

1.2 Railbanking-Related Limitations on Grant.

A. Grantee acknowledges that the Property together with the remainder of the East Lake Sammamish Trail and certain other property collectively referred to as the Redmond – Issaquah Line from milepost 7.3 to milepost 19.75 and formerly owned by BNSF Railway Company, has been "Railbanked" under 16 U.S.C. §1247(d) and its implementing regulations including, but not limited to, 49 C.F.R. §1152.29 (collectively, the "Railbanking Legislation"). Grantee further acknowledges that pursuant to that certain Notice of Interim Trail Use issued by the Surface Transportation Board in STB Docket No. AB-6 (Sub-No. 380X) (Service Date September 18, 1998), Grantor is the designated Interim Trail User for the Redmond – Issaquah Line from milepost 7.3 to milepost 18.2, which status subjects Grantor to certain legal obligations under the Railbanking Legislation and related to the Property (the "Railbanking Obligations") including, but not limited to, trail-related obligations.

B. Grantee acknowledges that its use of the Easement Area pursuant to Section 2, below, will modify the Easement Area. Grantee acknowledges that such modification could, potentially, result in Grantor (as the Interim Trail User) being obligated to bear costs or expenses to restore or improve the Easement Area for reactivated freight rail service ("Reactivation Costs").

C. In consideration of these potential future impacts of Grantee's use of the Easement Area, Grantee hereby agrees that if Grantor is required as a result of its Railbanking Obligations to bear Reactivation Costs, Grantee shall indemnify Grantor for all costs or expenses reasonably necessary to satisfy Grantor's Railbanking Obligations that Grantor would not have incurred but for the Project; provided, however, that Grantee is not required to indemnify Grantor to the extent that such additional costs or expenses are paid or required to be paid, in whole or in part, by the person or entity requesting reactivation of freight rail service or by another third party.

D. Grantee further understands, acknowledges, and agrees that reactivation of interstate freight rail service may require Grantee, at Grantee's sole cost and expense, to modify, relocate, demolish, or remove the Project. Alternatively, Grantee may negotiate with the person or entity that reactivates freight rail service to accommodate Grantee's continued exercise of its easement rights in the Property.

2. Purpose of Easement.

2.1 Grantee, its agents, contractors, subcontractors, and permittees, may use the Easement Area for: (1) the purposes of vehicle and pedestrian ingress and egress between the public right-of-way and adjacent Sound Transit facilities for emergency and ongoing operations and maintenance; and (2) the construction, operation, inspection, maintenance, replacement, improvement, removal, and use of a storm drainage system within the Easement Area that will include, but not be limited to, vaults, manholes, and pipes. Under no circumstances may Grantee place any permanent or temporary above-ground drainage facilities or structures (e.g. utility cabinets, meters, poles, standpipes, etc.) within the footprint of the improved East Lake Sammamish Trail, including the paved surface, gravel shoulders, and designated clear zones (collectively, the "Improved East Lake Sammamish Trail") meeting the width requirements per the Regional Trail Standard DWG #RTS-1 of 18'-0" per attached **Exhibit D**. The Parties will work together during the design process for the Project and East Lake Sammamish Trail to pursue design solutions that will, site all surface-level drainage facilities (manholes, handholes, vault covers, drain or vent grates, etc.) outside the footprint of the Improved East Lake Sammamish Trail. If both Parties agree that it is infeasible to locate one or more surface-level drainage facilities outside of the footprint of the Improved East Lake Sammamish Trail, then Grantee will: (1) work with Grantor to determine an acceptable design solution which addresses accommodations including, but not limited to, load rating, Americans with Disabilities Act (ADA) compliance, and non-slip surfacing; and (2) be responsible for all maintenance of the structures beyond Grantor's normal sweeping maintenance of the Trail. For purposes of this Section 2.1, the Parties' determination whether it is feasible to locate a surface-level drainage facility outside the footprint of the Improved East Lake Sammamish Trail will be made in accordance with technical engineering and safety considerations.

2.2 Except in the case of emergency, if Grantee requires vehicle access over the East Lake Sammamish Trail or if a full or partial closure of the East Lake Sammamish Trail is required to perform any of Grantee's activities described under this Section 2, then Grantee must notify the North Utilities Trail Crew PDMC, Larry Rosenau (larry.rosenau@kingcounty.gov), or such other person as Grantor may designate upon reasonable notice to Grantee, a minimum of 14 days in advance of the date of required access or closure. In an emergency, Grantee must notify the North Utilities Trail Crew PDMC, or such other person as Grantor may designate upon reasonable notice to Grantee, as soon as reasonably practicable and Grantee must take all reasonable precautions to ensure the safety of trail users including but not limited to the use of barriers, flaggers, and other means of controlling access to the affected portion of the Trail.

2.3 Grantee may apply for any and all permits, licenses, or other authorizations necessary for the purposes described in Section 2.1. Grantee shall be responsible for all work performed under such permits, licenses, or other authorizations, along with any and all fees that may accrue during review of Grantee's permit application and after issuance of such permits, licenses, or other authorizations.

2.4 Except as contemplated in Section 2.2, in exercising its rights under Section 2 of this Easement, Grantee may not unreasonably interfere with: (i) Grantor's access to the Property

from the adjacent public right-of-way; (ii) Grantor's use and enjoyment of the Property, subject to Grantee's rights under this Easement; or (iii) the public's use and enjoyment of the the East Lake Sammamish Trail.

3. Restoration.

3.1 If Grantor's improvements or recreational facilities in the Easement Area or on the Property are disturbed or damaged by any of Grantee's activities described in Section 2 (the "Work"), then, upon completion of such Work, Grantee shall restore the disturbed or damaged improvements or facilities to a condition that is as good or better than that which existed prior to the use, unless Grantor agrees in writing to a different standard or condition, which agreement may be granted or withheld in Grantor's sole and absolute discretion. Without limiting the foregoing sentence, Grantee specifically acknowledges that the use of heavy vehicles or equipment (10,000 pounds or more) on the East Lake Sammamish Trail may damage the Trail's paving or subgrade, and if such vehicles are used on the Trail in connection with this Easement, then Grantee will repair and restore such damage upon notice from Grantor. The North Utilities Trail Crew PDMC or his or her designee must review and approve Grantee's restoration work prior to acceptance of that work by Grantee or Grantor.

3.2 During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

3.3 After Grantee's completion of the Work, if private improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately.

4. Limitations on Grantor's Use of Easement Area. Grantor may use the portion of the Property within the Easement Area including, without limitation, any portion of the East Lake Sammamish Trail within the Easement Area, as long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld. Grantor shall not connect to Grantee's storm drainage system, which shall be for the exclusive use of the Project.

5. Representations and Indemnifications.

5.1 Grantor's Disclaimer of Easement Area Condition. Sections 3.3.2 and 3.3.3 of that certain Real Estate Purchase and Sale Agreement between the Parties and approved by Metropolitan King County Council Ordinance No. _____ and Sound Transit Resolution No. R2018-20 are incorporated herein by this reference as if fully set forth.

5.2 No Grant Regarding Property other than Easement Area. This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

5.3 Liens. The Property, the Easement Area, and Grantee's storm drainage facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages,

expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

5.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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's fees and other litigation costs incurred in complying with the Environmental Laws.

E. 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.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the

Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

5.5 **Grantee's Indemnification of Grantor.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Sections 2.1 and 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

6. **Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors, and assigns.

7. **Insurance.** During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, subcontractors of all tiers, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. **Dispute Resolution.**

8.1 **Dispute Escalation.** The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. **Step One.** The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. **Step Two.** In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. **Step Three.** In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

8.2 **Mediation.** If the Parties are unable to resolve the dispute utilizing the process set forth in Section 8.1, 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.

8.3 **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 8.1 are exhausted.

8.4 **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.

8.5 **No Prejudice.** If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

8.6 **Emergency.** If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

9. **Attorney's Fees.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other Party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. **Condemnation.** This Easement is granted under the threat of condemnation under Sound Transit Resolution No. R2018-20.

11. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

12. **General Terms and Conditions.**

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

12.2 **Assignment.** Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

12.3 **Entire Agreement; Amendment.** This Easement (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 Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

12.4 **Severability.** If any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

12.5 **Negotiation and Construction.** This Easement and each of its terms and provisions 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 Easement 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.

12.6 Governing Law and Venue. This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

12.7 Time Is of the Essence. Time is of the essence in the performance of this Easement.

12.8 Original Counterparts. This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

12.9 No Third Party Beneficiaries. This Easement 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.

12.10 Governmental Powers. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

12.11 Survival. 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.

12.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

12.13 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, have the right to specifically enforce the terms of this Easement.

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

- EXHIBIT A: Grantor's Entire Parcel (the Property)
- EXHIBIT B: Description of Easement Area
- EXHIBIT C: Depiction of Easement Area
- EXHIBIT D: Regional Trail Standard

12.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein.

Dated and signed on this _____ day of _____, 2019.

Grantor: **King County**

By: _____

Its: _____

STATE OF WASHINGTON

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 _____ 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: _____

Dated and signed on this _____ day of _____, 2019.
Day Month Year

Grantee: **Central Puget Sound Regional Transit Authority**

By: _____

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 said person
 acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
 to execute the instrument and acknowledged it as the
 _____ of **CENTRAL PUGET
 SOUND REGIONAL TRANSIT AUTHORITY** 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: _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-171

TAX PARCEL NUMBER 122505-9265

PER CHICAGO TITLE COMMITMENT NUMBER 0110439-06 [ROW RL171]

EFFECTIVE DATE: NOVEMBER 8, 2017 AT 8:00 A.M.

THAT PORTION OF THE BNSF RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY-SNOQUALMIE BRANCH) LYING WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON



7-8-2019

EXHIBIT B
ACCESS EASEMENT DESCRIPTION ⑥

RL-171
TAX PARCEL NUMBER 122505-9265

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST W.M. AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY;

THENCE ALONG SAID WEST LINE, NORTH 01°18'40" EAST, A DISTANCE OF 50.63 FEET TO THE **TRUE POINT OF BEGINNING** SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 9986.85 FEET THE CENTER OF WHICH BEARS NORTH 20°00'01" EAST;

THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°46'04" FOR AN ARC LENGTH OF 133.83 FEET;

THENCE NORTH 19°23'21" EAST, A DISTANCE OF 9.00 FEET;

THENCE SOUTH 71°01'37" EAST, A DISTANCE OF 128.08 FEET;

THENCE SOUTH 18°46'54" WEST, A DISTANCE OF 12.00 FEET;

THENCE SOUTH 71°06'13" EAST, A DISTANCE OF 375.94 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 454.07 FEET, THROUGH A CENTRAL ANGLE OF 07°35'14" FOR AN ARC LENGTH OF 60.13 FEET;

THENCE SOUTH 63°31'00" EAST, A DISTANCE OF 1.00 FEET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 321.75 FEET, THROUGH A CENTRAL ANGLE OF 34°06'55" FOR AN ARC LENGTH OF 191.58;

THENCE SOUTH 29°24'05" EAST, A DISTANCE OF 1.24 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2814.93 FEET THE CENTER OF WHICH BEARS SOUTH 25°53'10" WEST;

THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 02°26'23" FOR AN ARC LENGTH OF 119.86 FEET;

THENCE, LEAVING SAID RIGHT OF WAY, NORTH 48°52'50" EAST, A DISTANCE OF 106.54 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY AND THERE **TERMINATING**;

AREA CONTAINS 54,838 SQUARE FEET, MORE OR LESS.



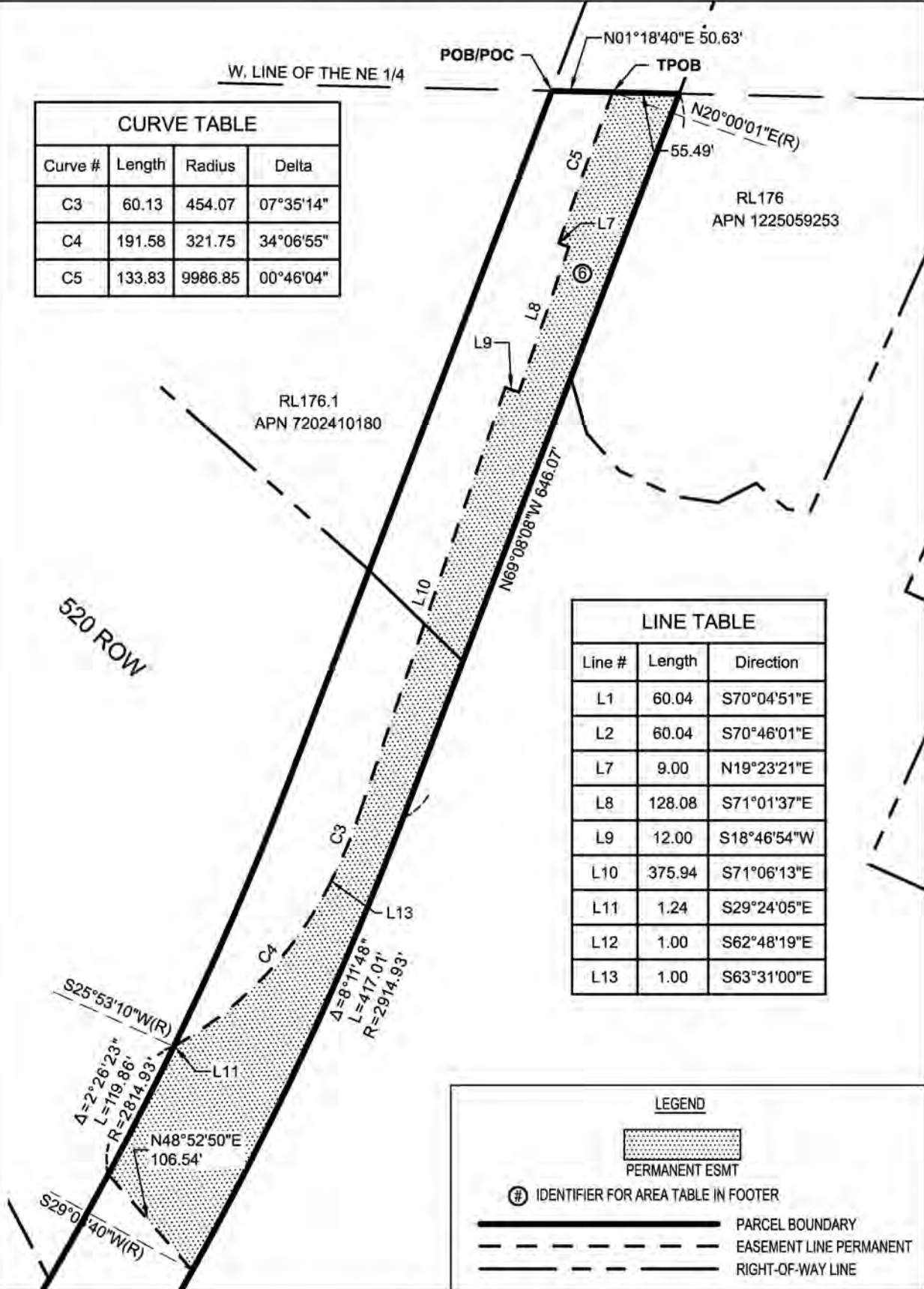
7-8-2019

EXHIBIT C
 TAX PARCEL NO. 122505-9265
 NE 1/4, SECTION 12, T 25 N, R 05 E, W.M.



PERMANENT EASEMENTS CONTINUED

CURVE TABLE			
Curve #	Length	Radius	Delta
C3	60.13	454.07	07°35'14"
C4	191.58	321.75	34°06'55"
C5	133.83	9986.85	00°46'04"



LINE TABLE		
Line #	Length	Direction
L1	60.04	S70°04'51"E
L2	60.04	S70°46'01"E
L7	9.00	N19°23'21"E
L8	128.08	S71°01'37"E
L9	12.00	S18°46'54"W
L10	375.94	S71°06'13"E
L11	1.24	S29°24'05"E
L12	1.00	S62°48'19"E
L13	1.00	S63°31'00"E

LEGEND

- PERMANENT ESMT
- IDENTIFIER FOR AREA TABLE IN FOOTER
- PARCEL BOUNDARY
- EASEMENT LINE PERMANENT
- RIGHT-OF-WAY LINE

SOUNDTRANSIT
Parametrix

0 120'
 1" = 120'



⑥ ACCESS ESMT: 54,838 SF

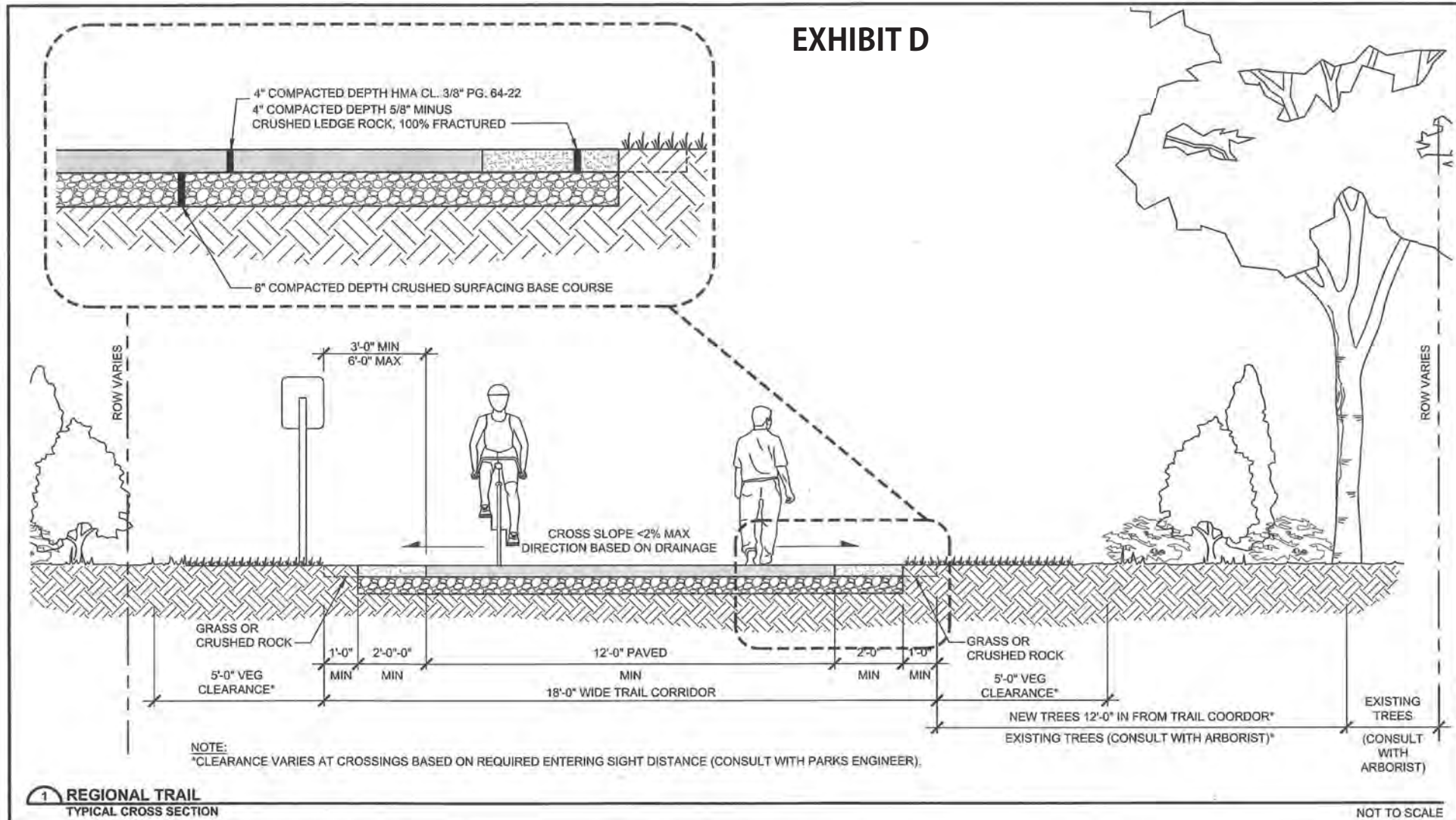
PARCEL MAP R/W NO. RL 171

ASSESSOR NO.: 122505-9265 DATE: 7/8/2019

OWNER: KING COUNTY

CITY OF REDMOND KING COUNTY, WA

EXHIBIT D



REGIONAL TRAIL STANDARD

DWG # RTS-1

King County
 Department of Natural Resources & Parks
 Parks & Recreation Division

APPROVED FOR PUBLICATION
 KEVIN BROWN, DIRECTOR
 DATE 3/20/17

ENG/ARCH APPROVAL:	DATE 3/20/17	DATE ISSUED	2017-03-14	SHEET #	1
OPERATIONS APPROVAL:	DATE	DATE REVISED	2017-03-14	OF	1
NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT			VERSION	2017-1	

WHEN RECORDED RETURN TO:

EXHIBIT L

Sound Transit
Real Property Division
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

**TREE AND VEGETATION TRIMMING EASEMENT
FOR EAST LAKE SAMMAMISH TRAIL PROPERTY**

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of the S1/2 of the NE1/4 and the E1/2 of the SE1/4 of STR 12/25/5

Assessor's Tax Parcel No.: 122505-9265

ROW No.: RL 171

KING COUNTY, a political subdivision of the State of Washington ("Grantor") is the owner of real property located in the City of Redmond commonly known as the **East Lake Sammamish Trail**, and more particularly described in the legal description attached as **Exhibit A**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee will construct a portion of the Link light rail system called the **Downtown Redmond Link Extension** ("Project").

Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties."

Grantee desires to use a certain portion of the Property to trim trees and vegetation that are hazardous to its operation of Link light rail system.

AGREEMENT

1. Grant of Easement; Limitations on Grant.

1.1 Grant. Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors, and assigns, a permanent tree and vegetation trimming easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit B** and depicted in the attached **Exhibit C** as **Area 4** ("Easement Area"). Subject to the limitations in Section 4 of this Easement, Grantor reserves for itself all right, title, and interest to, and use and enjoyment of, the Property and the Easement Area not specifically granted to Grantee under this Easement.

1.2 Railbanking-Related Limitations on Grant.

A. Grantee acknowledges that the Property, together with the remainder of the East Lake Sammamish Trail and certain other property collectively referred to as the Redmond – Issaquah Line from milepost 7.3 to milepost 19.75 and formerly owned by BNSF Railway Company, has been "Railbanked" under 16 U.S.C. §1247(d) and its implementing regulations including, but not limited to, 49 C.F.R. §1152.29 (collectively,

the "Railbanking Legislation"). Grantee further acknowledges that pursuant to that certain Notice of Interim Trail Use issued by the Surface Transportation Board in STB Docket No. AB-6 (Sub-No. 380X) (Service Date September 18, 1998), Grantor is the designated Interim Trail User for the Redmond – Issaquah Line from milepost 7.3 to milepost 18.2, which status subjects Grantor to certain legal obligations under the Railbanking Legislation and related to the Property (the "Railbanking Obligations") including, but not limited to, trail-related obligations.

B. Grantee acknowledges that its use of the Easement Area pursuant to Section 2, below, will modify the Easement Area. Grantee acknowledges that such modification could, potentially, result in Grantor (as the Interim Trail User) being obligated to bear costs or expenses to restore or improve the Easement Area for reactivated freight rail service ("Reactivation Costs").

C. In consideration of these potential future impacts of Grantee's use of the Easement Area, Grantee hereby agrees that if Grantor is required as a result of its Railbanking Obligations to bear Reactivation Costs, Grantee shall indemnify Grantor for all costs or expenses reasonably necessary to satisfy Grantor's Railbanking Obligations that Grantor would not have incurred but for the Project; provided, however, that Grantee is not required to indemnify Grantor to the extent that such additional costs or expenses are paid or required to be paid, in whole or in part, by the person or entity requesting reactivation of freight rail service or by another third party.

D. Grantee further understands, acknowledges, and agrees that reactivation of interstate freight rail service may require Grantee, at Grantee's sole cost and expense, to modify, relocate, demolish, or remove the Project. Alternatively, Grantee may negotiate with the person or entity that reactivates freight rail service to accommodate Grantee's continued exercise of its easement rights in the Property.

1.3 Limits on Tree and Vegetation Management. In exercising its easement right to trim trees and vegetation within the Easement Area, Grantee must prune or trim vegetation to promote the best health of the tree or vegetation and whenever possible shall cut or prune all violating branches or limbs at the base of the branch or limb rather than at the location where a branch or limb crosses into the separate Transit Way easement area. If Grantee determines in its reasonable judgment that a tree or bush cannot be pruned or cut in the manner described in this Section 1.3 without endangering the health of the tree or bush then Grantee shall confer with Grantor to determine whether to so prune or cut the tree or bush, or whether to remove it entirely.

2. Purpose of Easement.

2.1 Subject to the limitations set forth in Sections 1.2 and 1.3 of this Easement, Grantee, its agents, contractors, subcontractors, and permittees may use the Easement Area, including reasonable entry into Grantor's improvements located in the Easement Area, for purposes of trimming trees and vegetation, including branches or limbs that are deemed hazardous to Grantee's operations because they are within ten (10) feet of Grantee's improvements located in Grantee's separate Transit Way Easement, and for no other purpose.

2.2 Grantee may enter onto portions of the Property in addition to the Easement Area, as determined by Grantee in its reasonable discretion, but only for the following limited purposes: (i) accessing the Easement Area for the purposes set forth in Section 2.1 of this Easement; and (ii) inspecting Grantee's improvements to determine whether any trees or vegetation in the Easement Area may interfere with such improvements as described in Section 2.1.

2.3 Grantee shall give Grantor reasonable notice of Grantee's intent to exercise its rights under this Section 2, which notice shall be given not less than 14 days in advance of Grantee's planned activities under this Section 2, except in case of emergency, in which case Grantee shall notify Grantor as soon as possible under the circumstances. Except in the case of emergency, if Grantee requires vehicle access over the East Lake Sammamish Trail or if a full or partial closure of the East Lake Sammamish Trail is required to perform any of Grantee's activities described under this Section 2, Grantee must notify the North Utilities Trail Crew PDMC, Larry Rosenau (larry.rosenau@kingcounty.gov), or such other person as Grantor may

designate upon reasonable notice to Grantee, a minimum of 14 days in advance of the date of required access or closure. In an emergency, Grantee must notify the North Utilities Trail Crew PDMC, or such other person as Grantor may designate upon reasonable notice to Grantee, as soon as reasonably practicable and Grantee must take all reasonable precautions to ensure the safety of trail users including, but not limited to, the use of barriers, flaggers, and other means of controlling access to the affected portion of the Trail.

2.4 If Grantee reasonably believes that trees or vegetation located on the Property outside the Easement Area may pose a risk to Grantee's Link light rail operations or improvements, Grantee shall notify Grantor regarding same and the Parties shall negotiate in good faith to address them in a timely manner. Grantee acknowledges that this Easement does not authorize Grantee to trim any trees or vegetation on the Property outside the Easement Area.

2.5 Grantee may apply for any and all permits, licenses, or other authorizations necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees that may accrue during review of Grantee's permit application and after issuance of such permits, licenses, or other authorizations.

2.6 Except as contemplated in Section 2.3, in exercising its rights under Section 2 of this Easement, Grantee may not unreasonably interfere with: (i) Grantor's access to the Property from the adjacent public right-of-way; (ii) Grantor's use and enjoyment of the Property, subject to Grantee's rights under this Easement; or (iii) the public's use and enjoyment of the the East Lake Sammamish Trail.

3. Restoration of Easement Area and Property. If Grantor's improvements or recreational facilities in the Easement Area are disturbed or damaged by Grantee's activities described in Section 2 (the "Work"), then, upon completion of such Work, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, unless Grantor agrees in writing to a different standard or condition, which agreement may be granted or withheld in Grantor's sole and absolute discretion. Without limiting the foregoing sentence, Grantee specifically acknowledges that the use of heavy vehicles or equipment (10,000 pounds or more) on the East Lake Sammamish Trail may damage the Trail's paving or subgrade, and if Grantee uses such vehicles on the Trail in connection with this Easement then Grantee will repair and restore such damage upon notice from Grantor. The King County Regional Trails Coordinator or his or her designee must review and approve Grantee's restoration work prior to acceptance of that work by Grantee or Grantor.

4. Limitations on Grantor's Use of Easement Area. Grantor may use the Property within the Easement Area, as long as Grantor's use does not interfere with Grantee's use of the Easement Area as provided in this Easement. Any Grantor use that may reasonably be expected to interfere with Grantee's use of the Easement Area is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. Representations and Indemnifications.

5.1 Grantor's Disclaimer of Easement Area Condition. Sections 3.3.2 and 3.3.3 of that certain Real Estate Purchase and Sale Agreement between the Parties and approved by Metropolitan King County Council Ordinance No. _____ and Sound Transit Resolution No. R2018-20 are incorporated herein by this reference as if fully set forth.

5.2 No Grant Regarding Property other than Easement Area. This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

5.3 Liens. The Property, the Easement Area, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area becomes subject to any lien, charge, security interest, or similar financial encumbrance

(collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

5.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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's fees and other litigation costs incurred in complying with the Environmental Laws.

E. 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.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

5.5 Grantee's Indemnification of Grantor. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Section 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

6. Binding Effect. This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors, and assigns.

7. Insurance. During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, subcontractors of all tiers, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. Dispute Resolution.

8.1 Dispute Escalation. The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree

to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. Step One. The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. Step Two. In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. Step Three. In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

8.2 Mediation. If the Parties are unable to resolve the dispute utilizing the process set forth in Section 8.1, 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.

8.3 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 8.1 are exhausted.

8.4 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.

8.5 No Prejudice. If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

8.6 Emergency. If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

9. Attorney's Fees. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other Party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. Condemnation. This Easement is granted under the threat of condemnation under Sound Transit Resolution No. R2018-20.

11. Recording. Grantee will record this Easement in the real property records of King County, Washington.

12. General Terms and Conditions.

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

12.2 Assignment. Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

12.3 Entire Agreement; Amendment. This Easement (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 Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

12.4 Severability. If any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

12.5 Negotiation and Construction. This Easement and each of its terms and provisions 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 Easement 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.

12.6 Governing Law and Venue. This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

12.7 Time Is of the Essence. Time is of the essence in the performance of this Easement.

12.8 Original Counterparts. This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

12.9 No Third Party Beneficiaries. This Easement 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.

12.10 Governmental Powers. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

12.11 Survival. 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.

12.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

12.13 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, have the right to specifically enforce the terms of this Easement.

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

EXHIBIT A: Grantor's Entire Parcel (the Property)
EXHIBIT B: Description of Easement Area
EXHIBIT C: Depiction of Easement Area

12.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein.

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantor: **King County**

By: _____

Its: _____

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
_____ 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: _____

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantee: **Central Puget Sound Regional Transit Authority**

By: _____

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 said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the _____ of **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY** 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: _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-171

TAX PARCEL NUMBER 122505-9265

PER CHICAGO TITLE COMMITMENT NUMBER 0110439-06 [ROW RL171]

EFFECTIVE DATE: NOVEMBER 8, 2017 AT 8:00 A.M.

THAT PORTION OF THE BNSF RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY-SNOQUALMIE BRANCH) LYING WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON



7-8-2019

EXHIBIT B
TREE & VEGETATION CLEARING EASEMENT DESCRIPTION ④

RL-171
TAX PARCEL NUMBER 122505-9265

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST W.M. AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE BNSF RAILWAY COMPANY;

THENCE ALONG SAID WEST LINE NORTH 01°18'40" EAST, A DISTANCE OF 50.63 FEET TO THE **TRUE POINT OF BEGINNING** TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 9986.85 FEET THE CENTER OF WHICH BEARS NORTH 20°00'01" EAST;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°46'04" FOR AN ARC LENGTH OF 133.83 FEET;
THENCE NORTH 19°23'21" EAST, A DISTANCE OF 9.00 FEET;
THENCE SOUTH 71°01'37" EAST, A DISTANCE OF 128.08 FEET;
THENCE SOUTH 18°46'54" WEST, A DISTANCE OF 12.00 FEET;
THENCE SOUTH 71°06'13" EAST, A DISTANCE OF 375.94 FEET:
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 454.07 FEET, THROUGH A CENTRAL ANGLE OF 07°35'14" FOR AN ARC LENGTH OF 60.13 FEET;
THENCE SOUTH 63°31'00" EAST, A DISTANCE OF 1.00 FEET;
THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 321.75 FEET, THROUGH A CENTRAL ANGLE OF 34°06'55" FOR AN ARC LENGTH OF 191.58 FEET;
THENCE SOUTH 29°24'05" EAST, A DISTANCE OF 1.24 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY OF THE BNSF RAILWAY COMPANY TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2,814.93 FEET THE CENTER OF WHICH BEARS SOUTH 25°53'10" WEST;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°25'53" FOR AN ARC LENGTH OF 21.19 FEET;
THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, NORTH 29°24'05" WEST, A DISTANCE OF 18.70 FEET:
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 333.75, THROUGH A CENTRAL ANGLE OF 34°07'06" FOR AN ARC LENGTH OF 198.74 FEET;
THENCE NORTH 63°31'00" WEST, A DISTANCE OF 1.00 FEET;
THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 466.07 FEET, THROUGH A CENTRAL ANGLE OF 07°35'06" FOR AN ARC LENGTH OF 61.70 FEET;
THENCE NORTH 71°06'13" WEST, A DISTANCE OF 363.96 FEET;
THENCE NORTH 18°46'49" EAST, A DISTANCE OF 11.98 FEET;
THENCE NORTH 71°01'37" WEST, A DISTANCE OF 151.95 FEET;
THENCE SOUTH 19°23'15" WEST, A DISTANCE OF 8.94 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9,974.85 FEET THE CENTER OF WHICH BEARS NORTH 19°18'04" EAST;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 00°43'21" FOR AN ARC LENGTH OF 125.76 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12;
THENCE SOUTH 01°18'40" WEST ALONG SAID WEST LINE A DISTANCE OF 12.67 FEET TO THE **TRUE POINT OF BEGINNING** AND THERE TERMINATING.

AREA CONTAINS 11,131 SQUARE FEET, MORE OR LESS.



7-8-2019

EXHIBIT C
TAX PARCEL NO. 122505-9265
NE 1/4, SECTION 12, T 25 N, R 05 E, W.M.

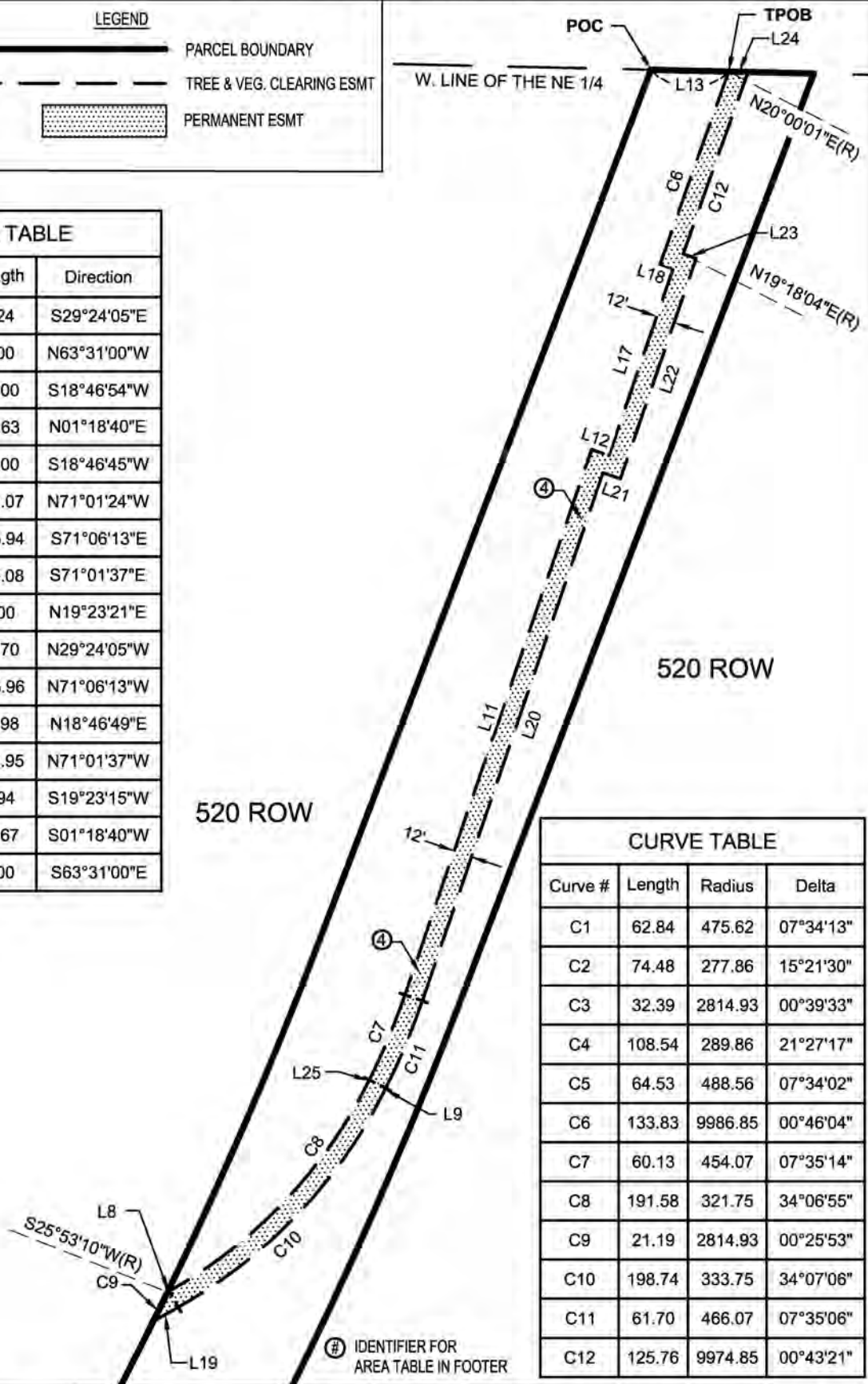


PERMANENT EASEMENTS CONTINUED

LEGEND	
	PARCEL BOUNDARY
	TREE & VEG. CLEARING ESMT
	PERMANENT ESMT

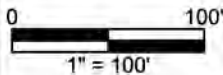
LINE TABLE		
Line #	Length	Direction
L8	1.24	S29°24'05"E
L9	1.00	N63°31'00"W
L12	12.00	S18°46'54"W
L13	50.63	N01°18'40"E
L14	12.00	S18°46'45"W
L15	118.07	N71°01'24"W
L11	375.94	S71°06'13"E
L17	128.08	S71°01'37"E
L18	9.00	N19°23'21"E
L19	18.70	N29°24'05"W
L20	363.96	N71°06'13"W
L21	11.98	N18°46'49"E
L22	151.95	N71°01'37"W
L23	8.94	S19°23'15"W
L24	12.67	S01°18'40"W
L25	1.00	S63°31'00"E

CURVE TABLE			
Curve #	Length	Radius	Delta
C1	62.84	475.62	07°34'13"
C2	74.48	277.86	15°21'30"
C3	32.39	2814.93	00°39'33"
C4	108.54	289.86	21°27'17"
C5	64.53	488.56	07°34'02"
C6	133.83	9986.85	00°46'04"
C7	60.13	454.07	07°35'14"
C8	191.58	321.75	34°06'55"
C9	21.19	2814.93	00°25'53"
C10	198.74	333.75	34°07'06"
C11	61.70	466.07	07°35'06"
C12	125.76	9974.85	00°43'21"



④ IDENTIFIER FOR AREA TABLE IN FOOTER

④ TREE & VEG. ESMT: 11,131 SF



7-8-2019

PARCEL MAP R/W NO. RL 171

ASSESSOR NO.: 122505-9265

DATE: 7/8/2019

OWNER: KING COUNTY

CITY OF REDMOND

KING COUNTY, WA

EXHIBIT M

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

QUITCLAIM DEED FOR TRANSIT WAY EASEMENT

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of the southeast quarter of Section 11, Township 25 North, Range 5 East

Assessor's Tax Parcel No.: 112505-HYDR (portion)

ROW No.: RL152B

1. Grant of Easement.

KING COUNTY, a political subdivision of the State of Washington (“Grantor”), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, hereby grants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington (“Grantee”), an easement (the “Easement”) to use and occupy a portion of the real property identified as King County Tax Parcel No. 112505-HYDR and more particularly described in the legal description attached as **Exhibit A** (the “Property”). The portion of the Property subject to this Easement is legally described in the attached **Exhibit B** and depicted in the attached **Exhibit C** (the “Easement Area”). The Easement Area contains a total of 5,248 square feet of easement area, containing 4084 square feet of aerial space above the Sammamish River “Aerial Space”, more or less, at an elevation of 35 feet to 140 feet (vertical datum NAVD 88) and containing 1164 square feet of surface-level “Upland Area,” more or less.

2. Purpose of Easement.

2.1 Grantee, its agents, contractors, subcontractors, and permittees may use the Easement Area, including reasonable entry into Grantor’s improvements located in the Easement Area, for purposes of removing structures or other impediments to Grantee’s use of the Easement Area and installing improvements including columns, foundations, drainage conveyance, drainage features, light rail appurtenances and aerial guideway and for purposes of conducting Link light rail-related activities including, but not limited to, the construction, operation, inspection, maintenance, repair, replacement, improvement, removal, and use of a segment of the Link light rail system and all appurtenances thereto. Grantee may undertake other Link light rail-related uses in the Easement Area, but only to the extent that such other uses do not materially interfere with: (A) Grantor’s use and enjoyment of its reserved rights in the Property; or (B) the public’s use and enjoyment of Sammamish River, of which the Property is a part.

2.2 Grantee may apply for any and all permits, licenses, or other authorizations necessary for Grantee’s Link light rail-related purposes described in this Section 2. Grantee shall be responsible for all work performed under such permits, licenses, or other authorizations, along with any and all fees that may accrue during review of Grantee’s permit application and after issuance of such permits, licenses, or other authorizations.

3. Restoration of Easement Area.

3.1 If Grantor’s improvements or recreational facilities in the Easement Area are disturbed or damaged by any of Grantee’s activities described in Section 2 (the “Work”), then upon completion of such Work, Grantee shall, at Grantee’s discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately; provided, however, that such restoration shall be consistent with Grantee’s project improvements and the purposes described in Section 2 of this Easement.

3.2 During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition pending the completion of the Work.

4. Limitations on Grantee's Use of Easement Area.

4.1 Grantee's use of the Easement Area must not impact Grantor's improvements adjacent to the Easement Area. Any improvements proposed by Grantee within the Easement Area must be reviewed and approved by a Washington State-licensed Civil Engineer to ensure the long-term stability of (A) the Sammamish River Channel, and (B) the portion of the Sammamish River Trail adjacent to the Easement Area.

4.2 As between Grantor and Grantee, Grantee shall be solely responsible for all inspection and maintenance of Grantee's improvements within the Easement Area.

4.3 Grantee's use of the Easement Area is subject to all encumbrances of record.

4.4 Grantee's use of the Easement Area is also subject to Grantor's ongoing and future inspection, maintenance, and operation of the U.S. Army Corps of Engineers Channel Improvements Project ("the 1964 Project"), all in accordance with the 1965 Sammamish River Channel Improvements Operation and Maintenance Manual ("the Manual"), copies of which are on file with Grantor and Grantee.

4.5 The Parties acknowledge that: (A) Grantor reviewed the conceptual design plans issued with the Request for Proposal Documents for the Downtown Redmond Link Extension Project, as captured in Grantor's 33 USC 408 (Section 408) Written Request for Review and Endorsement: Downtown Redmond Link Extension Letter (**Letter**) dated January 31, 2019, copies of which letter are on file with the Parties; and (B) based on such review Grantor determined, as stated in that letter, that Grantee's proposed project elements in the Easement Area demonstrated no impact to the 1964 Project's authorized flood conveyance purpose.

4.6 To implement section 4.4 of this Easement, and in consideration of the design-build delivery of Grantee's Link light rail project, Grantee will provide to Grantor, and Grantor will review and comment on, the preliminary 30% and 60% design submittals relating to Grantee's proposed project elements in the Easement Area associated with flood control to confirm basis of design and to confirm no major deviation from the conceptual design as indicated in the **Letter**. If Grantee's plans are later revised after 60% design level to 100% design level, then Grantee will provide Grantor an opportunity to review and comment on the revised plans. If the Grantee's Design-Builder initiates a Field Design Change (i.e., a contractor-initiated change) or a Notice of Design Change (i.e., a designer-initiated change) to project elements in the Easement Area after released for construction plans, then Grantee will provide Grantor an opportunity to review and comment on the proposed change as part of the Design-Build construction quality process. Grantor's review under this Section 4.6 is strictly limited to (A) ensure that the Work will not interfere with Grantor's ability to inspect, maintain, and operate the 1964 Project in accordance with the Manual, consistent with Section 4.4 and (B) ensure that the Work avoids or mitigates short- or long-term adverse flood control impacts to the 1964 Project as contemplated in the January 31, 2019 letter. The Parties will cooperate in good faith to reasonably implement the review and comment process contemplated in this Section 4.6.

5. Representations and Indemnifications.

5.1 **No Warranties.** Grantor, for itself and its successors in interest, makes no covenant or warranty of right, title, or interest in or to the Property or the Easement Area, whether expressed or implied, and whether arising or to arise by statutory or other effect; and Grantee hereby releases all claims against Grantor regarding all such covenants and warranties.

5.2 **No Grant Regarding Property other than Easement Area.** This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

5.3 **Liens.** The Property, the Transit Way, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area,

becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

5.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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's fees and other litigation costs incurred in complying with the Environmental Laws.

E. 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 or the Improvements.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

5.5 Grantee's Indemnification of Grantor. Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Section 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. In addition to and without limiting the foregoing indemnity, Grantee will indemnify, defend, and hold harmless Grantor and its officers, employees, agents, successors, and assigns, from and against any and all costs, liabilities, losses, and expenses (including but not limited to attorney's fees) resulting from any claim, suit, action, demand, judgment, award, penalty, or proceeding arising out of or relating to Grantor's grant of this Easement, including any third-party claim of ownership, right, title, or interest in or to the Property or the Easement Area or both. These indemnities have been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

6. Binding Effect. This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. Insurance. During the term of this Easement, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, subcontractors of all tiers, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

8. Dispute Resolution.

8.1 Dispute Escalation. The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. Step One. The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. Step Two. In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. Step Three. In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

8.2 Mediation. If the Parties are unable to resolve the dispute utilizing the process set forth in Section 8.1, 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.

8.3 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 8.1 are exhausted.

8.4 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.

8.5 No Prejudice. If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

8.6 Emergency. If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

9. Attorney's Fees. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other Party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

10. Condemnation. This Easement is granted under the threat of condemnation under Sound Transit Resolution no. R2018-20.

11. Recording. Grantee will record this Easement in the real property records of King County, Washington.

12. General Terms and Conditions.

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

12.2 Assignment. Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

12.3 Entire Agreement; Amendment. This Easement (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

Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

12.4 Severability. If any portion of this Easement 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 Easement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

12.5 Negotiation and Construction. This Easement and each of its terms and provisions 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 Easement 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.

12.6 Governing Law and Venue. This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

12.7 Time Is of the Essence. Time is of the essence in the performance of this Easement.

12.8 Original Counterparts. This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

12.9 No Third Party Beneficiaries. This Easement 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.

12.10 Governmental Powers. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

12.11 Survival. 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.

12.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen

401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

12.13 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, have the right to specifically enforce the terms of this Easement.

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

EXHIBIT A: Legal Description of Property (RL152B)
EXHIBIT B: Description of Easement Area (RL152B)
EXHIBIT C: Depiction of Easement Area (RL152B)

12.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein.

SIGNATURE AND NOTARY BLOCKS APPEAR ON NEXT PAGES

Dated and signed on this _____ day of _____, 2020.

Day

Month

Grantor: King County

By: _____

Its: _____

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: _____

Dated and signed on this _____ day of _____, 2020.

Day

Month

Grantee: Central Puget Sound Regional Transit Authority

By: _____

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 said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the _____
_____ of CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY 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: _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-152B

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF REDMOND, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



9-26-2019

EXHIBIT B

PERMANENT EASEMENT DESCRIPTION ① UPLAND EASEMENT AREA

RL-152B

TAX PARCEL NUMBER 112505-HYDR

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 86°43'13" EAST, 5.16 FEET TO THE WEST LINE OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE DISTRICT NO. 3 PARCEL AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID WEST LINE, NORTH 08°14'51" WEST, 41.56 FEET TO A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 06°21'39" EAST, HAVING A RADIUS OF 2,237.05 FEET;

THENCE ALONG SAID ARC, THROUGH A CENTRAL ANGLE OF 0°24'40", A DISTANCE OF 16.05 FEET MORE OR LESS TO THE WESTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER;

THENCE ALONG SAID WESTERLY HIGH-WATER MARK THE FOLLOWING TWO COURSES:

SOUTH 07°24'12" EAST, 11.87 FEET MORE OR LESS;

THENCE SOUTH 09°17'18" EAST, 30.54 FEET MORE OR LESS TO SAID SOUTH RIGHT OF WAY LINE;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 16.48 FEET MORE OR LESS TO THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

TOGETHER WITH:

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 86°43'13" EAST, 125.61 FEET TO THE EAST LINE OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE DISTRICT NO. 3 PARCEL AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 86°43'13" WEST, 7.99 FEET MORE OR LESS TO THE EASTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER;

THENCE ALONG SAID EASTERLY HIGH-WATER MARK THE FOLLOWING TWO COURSES:

NORTH 15°36'32" WEST, 44.02 FEET MORE OR LESS;

THENCE NORTH 08°56'39" WEST, 1.65 FEET MORE OR LESS;

THENCE NORTH 85°58'34" EAST, 13.65 FEET MORE OR LESS TO SAID EAST LINE THAT 120-FOOT WIDE SAMMAMISH DRAINAGE DISTRICT NO. 3 PARCEL;

THENCE ALONG SAID EAST LINE, SOUTH 08°14'51" EAST, 44.99 FEET TO SAID SOUTH RIGHT OF WAY LINE AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

SITUATE IN KING COUNTY, WASHINGTON

AREA CONTAINS 1,164 SQUARE FEET, MORE OR LESS.



9-26-2019

EXHIBIT B

**PERMANENT EASEMENT DESCRIPTION ②
AERIAL EASEMENT AREA**

RL-152B

TAX PARCEL NUMBER 112505-HYDR

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A "ENTIRE PARCEL DESCRIPTION", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN AERIAL EASEMENT LYING BETWEEN THE ORDINARY HIGH-WATER MARK AND NAVD 88 ELEVATION 140.00 FEET, LYING WITHIN THE FOLLOWING DESCRIBED HORIZONTAL AREA:

COMMENCING AT AN ANGLE POINT ON THE RIGHT OF WAY LINE OF SR 520, BEING THE INTERSECTION OF THE SOUTHERLY AND EASTERLY RIGHT OF WAY LINES OF SR 520 ACCORDING TO THE WASHINGTON DEPARTMENT OF TRANSPORTATION PLANS "NORTHRUP INTERCHANGE TO JCT. SR 202", SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE LANDS OF MARYMOOR PARK;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 86°43'13" EAST, 21.64 FEET MORE OR LESS TO THE WESTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 86°43'13" EAST, 95.98 FEET MORE OR LESS TO THE EASTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER;

THENCE ALONG SAID EASTERLY HIGH-WATER MARK THE FOLLOWING TWO COURSES;
NORTH 15°36'32" WEST, 44.02 FEET MORE OR LESS;
THENCE NORTH 08°56'39" WEST, 1.65 FEET MORE OR LESS;

THENCE SOUTH 85°58'34" WEST, 15.31 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2237.05 FEET, THROUGH A CENTRAL ANGLE OF 1°55'33", FOR AN ARC DISTANCE OF 75.20 FEET MORE OR LESS TO THE WESTERLY ORDINARY HIGH-WATER MARK OF THE SAMMAMISH RIVER;

THENCE ALONG SAID WESTERLY HIGH-WATER MARK THE FOLLOWING TWO COURSES:
SOUTH 07°24'12" EAST, 11.87 FEET MORE OR LESS;
THENCE SOUTH 09°17'18" EAST, 30.54 FEET MORE OR LESS TO SAID SOUTH RIGHT OF WAY LINE AND THE **TRUE POINT OF BEGINNING** OF THIS DESCRIPTION AND THERE TERMINATING;

SITUATE IN KING COUNTY, WASHINGTON

AREA CONTAINS 4,084 SQUARE FEET, MORE OR LESS.

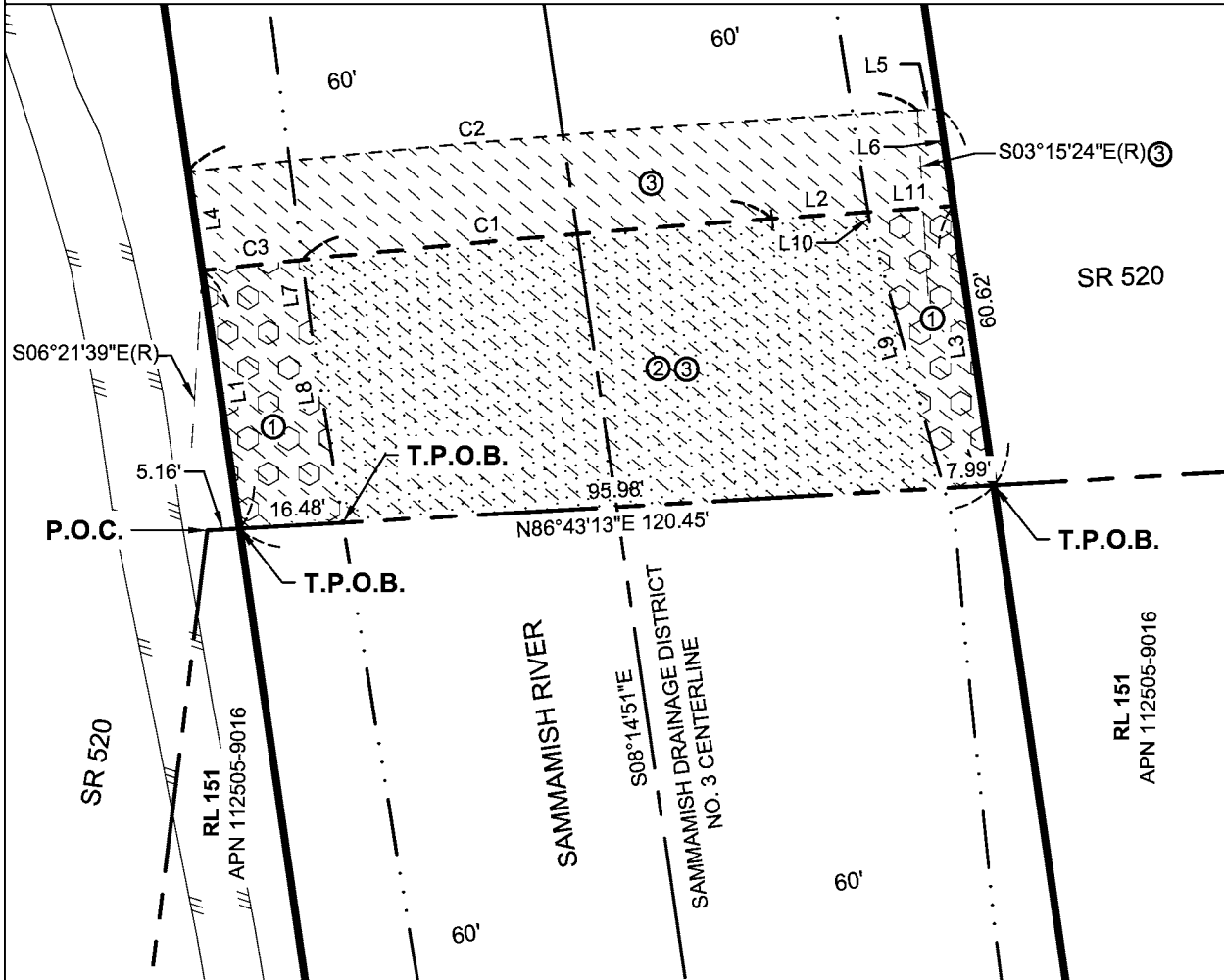


9-26-2019

EXHIBIT C
 TAX PARCEL NO. 112505-HYDR
 NE 1/4 OF THE SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



PERMANENT & TEMPORARY EASEMENTS



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	75.20	2237.05	1°55'33"
C2	116.75	2148.16	3°06'50"
C3	16.05	2237.05	0°24'40"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	41.56	N08°14'51"W
L2	15.31	S85°58'34"W
L3	44.99	S08°14'51"E
L4	15.92	N08°14'51"W
L5	3.48	S86°43'16"W
L6	15.63	S08°14'51"E
L7	11.87	S07°24'12"E
L8	30.54	S09°17'18"E
L9	44.02	N15°36'32"W
L10	1.65	N08°56'39"W
L11	13.65	N85°58'34"E

LEGEND

		PARCEL BOUNDARY
① UPLAND ESMT AREA		RIGHT-OF-WAY LINE
		DRAINAGE DISTRICT CENTERLINE
② AERIAL ESMT AREA		PERMANENT EASEMENT LINE
		TEMPORARY EASEMENT LINE
③ TEMP. CONST. ESMT		ORDINARY HIGH WATER MARK
		EDGE OF PAVEMENT
	(R)	RADIAL BEARING
	Ⓢ	IDENTIFIER FOR AREA TABLE

SOUNDTRANSIT
Parametrix

0 30'
 1" = 30'

PAGE 1 OF 1

KAYE MATTHEW THOMAS
 STATE OF WASHINGTON
 56909
 REGISTERED
 PROFESSIONAL LAND SURVEYOR

9-26-2019

PARCEL AREA: UNKNOWN
 ① UPLAND AREA: 1,164 SF
 ② AERIAL AREA: 4,084 SF
 ③ TEMP. CONST. EASEMENT: 7,153 SF

PARCEL MAP - RL 152B - SAMMAMISH RIVER

ASSESSOR NO.: 112505-HYDR DATE: 9-26-2019

OWNER: KING COUNTY

KING COUNTY, WA

WHEN Recorded Return to:

EXHIBIT N

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

**TEMPORARY CONSTRUCTION EASEMENT
FOR EAST LAKE SAMMAMISH TRAIL PROPERTY**

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal

Descriptions: Portion of the S1/2 of the NE1/4 and the E1/2 of the SE1/4 of STR 12/25/5

Additional Legal

Descriptions: See Exhibit A

Assessor’s Tax

Parcel No.: 12505-9265

ROW No.: RL171

This **TEMPORARY CONSTRUCTION EASEMENT** (“Easement” or “Agreement”) is granted by **KING COUNTY**, a political subdivision of the State of Washington, 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 “Party.”

RECITALS

A. Grantee desires a temporary construction easement in order to construct certain elements of its Link light rail system on a parcel on a portion of certain property commonly known as the East Lake Sammamish Trail, described in **EXHIBIT A** (“the Property”).

B. Grantee is authorized to purchase real property and real property interests under RCW 81.112.080 and has the right of eminent domain under RCW 81.112.030. By its Resolution No. R2018-20, Grantee’s Board of Directors authorized acquisition of real property interests by negotiation or by exercise of eminent domain. Acknowledging this authority, Grantor agreed to sell certain property in fee as well as certain easements on a portion of the Property to Sound Transit for the construction of its Link light rail system.

C. To effectuate the agreed property transfer, the Parties negotiated a purchase and sale agreement that was subsequently approved by the Metropolitan King County Council through passage of Ordinance No. _____, dated _____ (the “Purchase and Sale Agreement”). Executed copies of the Purchase and Sale Agreement are on file with the Parties.

D. As provided in the Purchase and Sale Agreement, and in furtherance of the transactions contemplated in that Agreement, Grantor agrees to grant to Grantee a temporary construction easement over that portion of the Property more particularly described in **EXHIBIT B** and depicted in **EXHIBIT C**.

NOW, THEREFORE, in furtherance of and for the consideration recited in the Purchase and Sale 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 more particularly described in **EXHIBIT B** and depicted in **EXHIBIT C** as **Area 5** (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 Purchase and Sale Agreement are incorporated into this Agreement by this reference as if fully set forth herein, and all references in those provisions to the “Condition of the King County Property” shall be understood to refer to the Property legally described in **EXHIBIT A** and the Easement Area defined in **EXHIBIT B** and depicted in **EXHIBIT C**:

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

2. PURPOSE OF EASEMENT; LIMITATIONS ON EXERCISE OF EASEMENT RIGHTS.

A. Grantee and its employees, contractors, agents, permittees, and licensees shall have the right 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.

B. 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 performance of the work described herein (“Grantee’s Work”). 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, subject to such limitations as may apply through Grantee’s usual and ordinary construction site access control policies and practices.

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 within the Easement Area, Grantee shall notify King County Parks DRLE Project Coordinator, Mike Ullmer (mullmer@kingcounty.gov), and North Utilities Trail Crew PDMC, Larry Rosenau (larry.rosenau@kingcounty.gov), or such other person as Grantor may designate upon reasonable notice to Grantee. 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 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 of this Agreement.

3. RESTORATION. Grantee will restore the Easement Area to a condition that is substantially similar to or better than that which existed prior to construction or, where the

Easement Area is covered by that certain Agreement between the Parties for the Design and Construction of the East Lake Sammamish Trail North Extension and the Water Line, to a condition consistent with the requirements of that Agreement.

4. RAILBANKING.

A. Grantee acknowledges that the Easement Area, together with the remainder of the East Lake Sammamish Trail and certain other property collectively referred to as the Redmond – Issaquah Line from milepost 7.3 to milepost 19.75 and formerly owned by BNSF Railway Company, has been “Railbanked” under 16 U.S.C. §1247(d) and its implementing regulations including, but not limited to, 49 C.F.R. §1152.29 (collectively, the “Railbanking Legislation”). Grantee further acknowledges that pursuant to that certain Notice of Interim Trail Use issued by the Surface Transportation Board in STB Docket No. AB-6 (Sub-No. 380X) (Service Date September 18, 1998), Grantor is the designated Interim Trail User for the Redmond – Issaquah Line from milepost 7.3 to milepost 18.2, which status subjects Grantor to certain legal obligations under the Railbanking Legislation and related to Easement Area (the “Railbanking Obligations”) including, but not limited to, trail-related obligations.

B. Grantee acknowledges that Grantee’s use of the Easement Area could, potentially, result in Grantor (as the Interim Trail User) being obligated to bear costs or expenses to restore or improve the Easement Area for reactivated freight rail service (“Reactivation Costs”).

C. In consideration of these potential future impacts of Grantee’s use of the Easement Area, Grantee hereby agrees that if Grantor is required as a result of its Railbanking Obligations to bear Reactivation Costs, Grantee shall indemnify Grantor for all costs or expenses reasonably necessary to satisfy Grantor’s Railbanking Obligations that Grantor would not have incurred but for Grantee’s use of the Easement Area; provided, however, that Grantee is not required to indemnify Grantor to the extent that such additional costs or expenses are paid or required to be paid, in whole or in part, by the person or entity requesting reactivation of freight rail service or by another third party.

D. Grantee further understands, acknowledges, and agrees that reactivation of interstate freight rail service may require Grantee, at Grantee’s sole cost and expense, to terminate or alter its use of the Easement Area. Alternatively, Grantee may negotiate with the person or entity that reactivates freight rail service to accommodate Grantee’s continued use of the Easement Area.

E. Nothing in this Section 4 shall require Grantee to bear any Reactivation Costs arising out of or related to the completed East Lake Sammamish Trail Extension that will be owned and operated by Grantor. Reactivation Costs arising out of or relating to Grantee’s separate, completed Link light rail-related improvements and activities (e.g. guideway, drainage facilities, mitigation facilities, tree and vegetation trimming, etc.) are addressed in separate instruments between the Parties relating to those improvements and activities.

5. TERM OF EASEMENT.

A. The term of the Easement (the “Term”) shall commence upon mutual execution of this Agreement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee’s use of the Easement for the purposes described in Section 2. Grantee will provide 14 days’ written notice to Grantor before commencing Grantee’s work within the Easement Area. Upon commencing such work, Grantee shall be entitled to use the Easement Area for the performance of the work for a period of 60 consecutive months (the “Construction Period”) During the Construction Period, Grantee’s use of the Easement Area shall be

exclusive. Restoration, as provided for in Section 3 of this Easement, shall be completed within the Construction Period.

B. The Easement will remain in effect until June 30, 2025 or until completion of restoration in the Easement Area, if any, pursuant to Section 3 of this Agreement during the Construction Period, whichever occurs first. Grantee may, at its option, upon written notice to Grantor, extend the Term, including the exclusive Construction Period, for up to an additional 12 months, in not less than 2-month increments, provided that Grantee shall give such notice at least 90 days prior to the expiration of this Easement. Grantee shall pay Grantor \$20,874.00 for each such 2-month extension. Extensions must occur consecutively with each other and immediately following the Construction Period.

6. 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 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.

7. 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.

8. LIENS. The Property, the Transit Way, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

9. 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: (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) shall comply with all environmental, health, and safety requirements imposed by the permitting jurisdictions or other governmental authorities, all Environmental Laws as defined in Paragraph B of this Section 10, and all other 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

defined herein). 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, chapter 70.105D RCW, 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 10.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 attorneys’ 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 or 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 (chapter 70.105D RCW) 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.

10. Indemnity.

A. GRANTEE INDEMNITY. Grantee shall defend, indemnify, and hold Grantor and its officials, officers, and employees harmless (except to the extent caused by the 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, or costs (including reasonable attorneys' 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 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, or 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, however, 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 10.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 defend, indemnify, and hold Grantee and its officials, officers, and employees harmless (except to the extent caused by the 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, or costs (including reasonable attorneys' 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, or 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, however, 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 10.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.

11. Insurance. 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 and \$2,000,000 general aggregate, covering any claim, personal injury, or property damage, including coverage for contractual liability, arising in connection with the Property or the Easement Area; (b) business automobile liability coverage, including owned, hired, or non-owned, with a limit of not less than \$1,000,000 combined single limit; (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 and non-contributing with any insurance maintained by Grantor; (iii) contain a waiver of any rights of subrogation against Grantor; and (iv) 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.

12. 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 Purchase and Sale Agreement, which Article is incorporated by this reference as if fully set forth herein.

13. 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 Purchase and Sale 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.

14. 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 Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
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.

15. 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 as long as Grantee diligently and continuously attempts to do so;
- ii. Grantee makes a general assignment or general arrangement for the benefit of creditors;
- iii. 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) cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) 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;
- iv. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days;
- v. A trustee or receiver is appointed to take possession of all or substantially all of Grantee's assets; or
- vi. 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. Grantor makes a general assignment or general arrangement for the benefit of creditors;
- iii. 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) cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) 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;

- iv. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantor and is not dismissed within sixty (60) days;
- v. A trustee or receiver is appointed to take possession of all or substantially all of Grantor's assets; or
- vi. 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, have the right to specifically enforce the terms of this Easement. Except as set forth in Section 4.D and Section 9.B.v, any Party seeking damages for a breach of this Easement shall have the right to recover only actual damages that 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. The following Exhibits are attached to this Agreement and incorporated by this reference as if fully set forth herein:

- EXHIBIT A:** Legal Description of Grantor's Property
- EXHIBIT B:** Legal Description of Easement Area
- EXHIBIT C:** Depiction of Easement Area

20. AUTHORITY TO EXECUTE. The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

SIGNATURE AND NOTARY BLOCKS APPEAR ON NEXT PAGES

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this Easement Agreement as of the day and year below written.

KING COUNTY SIGNATURE AND ACKNOWLEDGEMENT

Grantor: King County

By: _____

Its: _____

DATE: _____

Approved as to Form
Legal Counsel for King County

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 _____ 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: _____

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 _____
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: _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-171

TAX PARCEL NUMBER 122505-9265

PER CHICAGO TITLE COMMITMENT NUMBER 0110439-06 [ROW RL171]

EFFECTIVE DATE: NOVEMBER 8, 2017 AT 8:00 A.M.

THAT PORTION OF THE BNSF RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY-SNOQUALMIE BRANCH) LYING WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON



7-8-2019

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT ⑤

RL-171

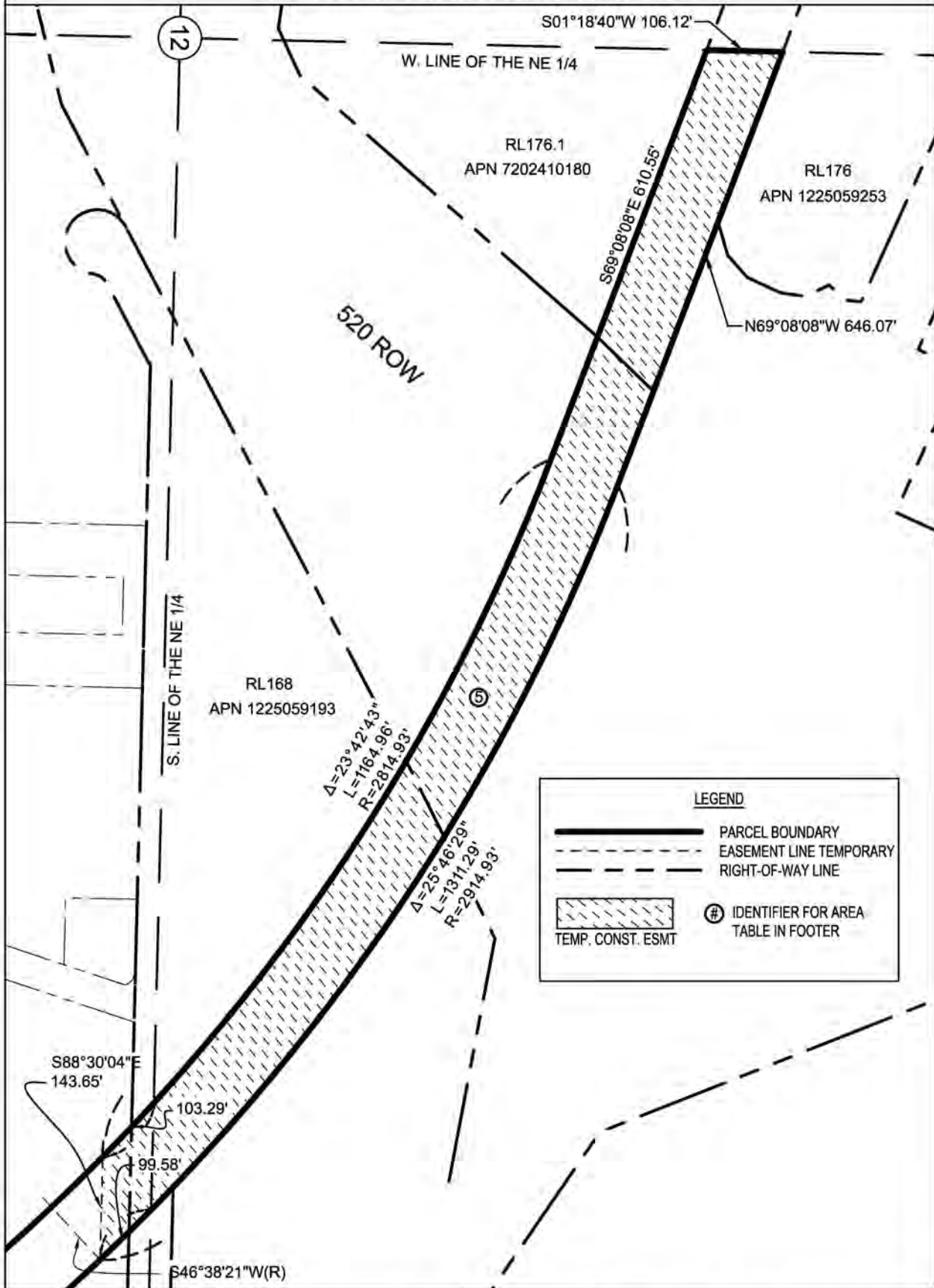
TAX PARCEL NUMBER 122505-9265

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EXHIBIT C
 TAX PARCEL NO. 122505-9265
 NE 1/4 & SE 1/4, SECTION 12, T 25 N, R 05 E, W.M.



TEMPORARY CONSTRUCTION EASEMENTS



LEGEND

- PARCEL BOUNDARY
- EASEMENT LINE TEMPORARY
- RIGHT-OF-WAY LINE
- TEMP. CONST. ESMT
- # IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT
Parametrix

0 200'
 1" = 200'

ROBERT W. PUSEY, JR.
 STATE OF WASHINGTON
 41964
 REGISTERED
 PROFESSIONAL LAND SURVEYOR

7-8-2019

⑤ TEMP. ESMT: 186,673 SF

PARCEL MAP R/W NO. RL 171

ASSESSOR NO.: 122505-9265 DATE: 7/8/2019

OWNER: KING COUNTY

CITY OF REDMOND KING COUNTY, WA

EXHIBIT O

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

TEMPORARY MITIGATION AND MONITORING EASEMENT FOR THE EAST LAKE SAMMAMISH TRAIL PROPERTY

Grantor: King County

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of the S1/2 of the NE1/4 and the E1/2 of the SE1/4 of STR 12/25/5

Assessor's Tax Parcel No.: 122505-9265

ROW No.: RL171

King County, a political subdivision of the State of Washington ("Grantor") is the owner of real property located in the City of Redmond and commonly known as the **East Lake Sammamish Trail**, and more particularly described in the legal description attached as **Exhibit A**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the **Downtown Redmond Link Expansion** ("Project").

Grantor and Grantee are each referred to individually herein as a "Party" and collectively as the "Parties."

Grantee desires to use a certain portion of the Property for environmental mitigation in connection with the construction of the Project.

AGREEMENT

1. Grant of Easement; Limitations on Grant.

1.1 Grant. Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors, and assigns, a temporary mitigation and monitoring easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit B** and depicted in **Exhibit C** as **Area 7** ("Easement Area"). Subject to the limitations in Section 4 of this Easement, Grantor reserves for itself all right, title, and interest to, and use and enjoyment of, the Property and the Easement Area not specifically granted to Grantee under this Easement.

1.2 Railbanking-Related Limitations on Grant.

A. Grantee acknowledges that the Property, together with the remainder of the East Lake Sammamish Trail and certain other property collectively referred to as the Redmond – Issaquah Line from milepost 7.3 to milepost 19.75 and formerly owned by BNSF Railway Company, has been "Railbanked" under 16 U.S.C. §1247(d) and its implementing regulations including, but not limited to, 49 C.F.R. §1152.29 (collectively, the "Railbanking Legislation").

Grantee further acknowledges that pursuant to that certain Notice of Interim Trail Use issued by the Surface Transportation Board in STB Docket No. AB-6 (Sub-No. 380X) (Service Date September 18, 1998), Grantor is the designated Interim Trail User for the Redmond – Issaquah Line from milepost 7.3 to milepost 18.2, which status subjects Grantor to certain legal obligations under the Railbanking Legislation and related to the Property (the “Railbanking Obligations”) including, but not limited to, trail-related obligations.

B. Grantee acknowledges that its use of the Easement Area pursuant to Section 2, below, will modify the Easement Area. Grantee acknowledges that such modification could, potentially, result in Grantor (as the Interim Trail User) being obligated to bear costs or expenses to restore or improve the Easement Area for reactivated freight rail service (“Reactivation Costs”).

C. In consideration of these potential future impacts of Grantee’s use of the Easement Area, Grantee hereby agrees that if Grantor is required as a result of its Railbanking Obligations to bear Reactivation Costs, Grantee shall indemnify Grantor for all costs or expenses reasonably necessary to satisfy Grantor’s Railbanking Obligations that Grantor would not have incurred but for the Project; provided, however, that Grantee is not required to indemnify Grantor to the extent that such additional costs or expenses are paid or required to be paid, in whole or in part, by the person or entity requesting reactivation of freight rail service or by another third party.

D. Grantee further understands, acknowledges, and agrees that reactivation of interstate freight rail service may require Grantee, at Grantee’s sole cost and expense, to modify, relocate, demolish, or remove the Project. Alternatively, Grantee may negotiate with the person or entity that reactivates freight rail service to accommodate Grantee’s continued exercise of its easement rights in the Property.

2. Purpose of Easement.

2.1 Grantee will enhance and restore identified critical areas and their code-designated buffers through various means, including grading, invasive plant removal, installation of plantings, tree removal, tree trimming, and temporary irrigation (“Mitigation Improvements”) on the Property under a separate Temporary Construction Easement granted by Grantor. This Easement allows Grantee, its agents, contractors, subcontractors of all tiers, and permittees to use the Easement Area, and such additional areas as may be necessary for ingress and egress to the Easement Area, in order to protect, inspect, monitor, and maintain the Mitigation Improvements in compliance with Grantee’s landscaping, restoration, and maintenance plans and permits (the “Plans and Permits”).

2.2 In exercising its rights under Section 2 of this Easement, Grantee may not unreasonably interfere with: (i) Grantor’s access to the Property from the adjacent public right-of-way; (ii) Grantor’s use and enjoyment of the Property, subject to Grantee’s rights under this Easement; or (iii) the public’s use and enjoyment of the Easement Area or the East Lake Sammamish Trail.

2.3 Grantee may apply for any and all permits, licenses, or other authorizations necessary for Grantee’s Mitigation Improvements described in this Section 2. Grantee shall be responsible for all work performed under such permits, licenses, or other authorizations along with any and all fees that may accrue during review of Grantee’s permit application and after issuance of such permits, licenses or other authorizations.

2.4 Except in the case of emergency, if Grantee requires vehicle access over the East Lake Sammamish Trail, or if a full or partial closure of the East Lake Sammamish Trail is required to perform any of Grantee’s activities described under this Section 2, then Grantee must notify the North Utilities Trail Crew PDMC, Larry Rosenau (larry.rosenau@kingcounty.gov), or such other person as Grantor may designate upon reasonable notice to Grantee, a minimum of 14 days in advance of the date of required access or closure. In an emergency, Grantee must notify the North Utilities Trail Crew PDMC, or such other person as Grantor may designate upon reasonable notice to Grantee, as soon as reasonably practicable and Grantee must take all reasonable precautions to ensure the safety of trail users including but not limited to the use of barriers, flaggers, and other means of controlling access to the affected portion of the Trail.

3. Restoration. If Grantor’s improvements or recreational facilities outside the Easement Area are otherwise disturbed or damaged by Grantee, Grantee shall restore them to a

condition that is as good or better than that which existed prior to the use, unless Grantor agrees in writing to a different standard or condition, which agreement may be granted or withheld in Grantor's sole and absolute discretion. Without limiting the foregoing sentence, Grantee specifically acknowledges that the use of heavy vehicles or equipment (10,000 pounds or more) on the East Lake Sammamish Trail may damage the Trail's paving or subgrade, and if such vehicles are used on the Trail in connection with this Easement, then Grantee will repair and restore such damage upon notice from Grantor. The King County Regional Trails Coordinator or his or her designee must review and approve Grantee's restoration work prior to acceptance of that work by Grantee or Grantor.

4. Term of Easement; Easement Extensions. The term of the Easement is ten years from the expiration or earlier termination of the Temporary Construction Easement between Grantor and Grantee for the East Lake Sammamish Trail Property. Grantee may, upon 90 days' written notice to Grantor prior to the expiration of this Easement, extend the Term until such time as Grantee's obligations under the Plans and Permits are satisfied. If such a term extension is requested, Grantee will pay Grantor \$1,378.00 per month for each month of the extension.

5. Limitation on Grantor's Use of Easement Area. Easement Area Easement Area. Grantor and the general public shall retain the right to use and enjoy the Easement Area, including the rights to use existing improvements located in the Easement Area, as long as such use does not adversely impact the Mitigation Improvements or otherwise interfere with Grantee's use of the Easement Area for the purposes described in Section 2 of this Easement. During the term of this Easement, Grantor may not change the use of the Easement Area without express written permission from the Grantee, which permission may not be unreasonably withheld.

6. Limitation on Grantee's Responsibility to Maintain Mitigation Improvements. Upon satisfaction of Grantee's obligations under the Plans and Permits, Grantee shall have no further obligation to maintain the Mitigation Improvements in the Easement Area and the Mitigation Improvements in the Easement Area shall become the property of the Grantor.

7. Representations and Indemnifications.

7.1 Grantor's Disclaimer of Easement Area Condition. Sections 3.3.2 and 3.3.3 of that certain Real Estate Purchase and Sale Agreement between the Parties and approved by Metropolitan King County Council Ordinance No. _____ and Sound Transit Resolution No. R2018-20 are incorporated herein by this reference as if fully set forth.

7.2 No Grant Regarding Property other than Easement Area. This Easement does not grant Grantee any right or privilege to enter or alter any property other than the Easement Area or to alter any improvements other than Grantor's improvements, if any, in the Easement Area, and Grantor expressly negates any intent or authority to make any such grant. As between Grantor and Grantee, Grantee shall be solely responsible to acquire any property rights or authorizations on property other than the Easement Area to the extent that Grantee may require them for its purposes.

7.3 Liens. The Property, the Easement Area, and Grantee's Transit Way, light rail transit facilities, and Mitigation Improvements are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.

7.4 Environmental Requirements.

A. 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 Easement, "Environmental Laws" means 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.

B. Grantee shall not bring toxic or hazardous substances upon the Easement Area 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 mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law. In the event such permission is granted, the disposal of such materials must be done in a legal manner by Grantee.

C. 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 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, as defined below, associated with Grantor's work where said contamination is determined to arise out of or result from Grantee's use of the Easement Area.

D. For the purposes of this Section 5.4 (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's fees and other litigation costs incurred in complying with the Environmental Laws.

E. 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 or the Mitigation Improvements.

F. The provisions of this Section 5.4 (Environmental Requirements) shall survive the termination or expiration of this Easement. This Section 5.4 is the exclusive provision of this Easement regarding Hazardous Substances and environmental obligations relating to the Easement, and the exclusive contractual rights and duties of Grantor and Grantee pertaining thereto.

7.5 **Grantee's Indemnification of Grantor.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Without limiting the provisions of Section 5.4, Grantee will indemnify Grantor from and against 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 attorney's fees) of any and every kind and character, known or unknown (collectively, "Losses") arising out of, directly or indirectly, the exercise of the rights granted in this Easement by Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or all of them, or any of their respective officers, employees, or agents, but only to the extent such Losses are caused by an act or omission of Grantee or any of its agents, contractors, subcontractors of all tiers, or permittees, or any of their respective officers, employees, or agents. To the extent permitted by RCW 4.24.115, Grantee's obligations under this indemnity shall not apply in the event that any such Losses arise from the negligence of Grantor or Grantor's employees, agents or contractors. The indemnity in this Section 5.5 is specifically and expressly intended to constitute a waiver of Grantee's immunity under Washington's Industrial Insurance Act, Title 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity of claims made by Grantee's employees. This indemnification has been the subject of specific negotiation between the Parties and shall survive the expiration or termination of this Easement.

8. **Binding Effect.** This Easement is solely for the benefit of Grantee and is personal to Grantee, its successors in interest, and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

9. **Insurance.** During the Term of this Easement and any extension thereto, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors, and permittees as to the exercise of Grantee's rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies, provided that the coverage is not diminished as a result.

10. **Dispute Resolution.**

10.1 **Dispute Escalation.** The Parties agree to use their best efforts to resolve any disputes arising under this Easement using good-faith negotiations. The Parties further agree to communicate regularly to discuss matters arising under this Easement and to prevent disputes from arising. With the exception of Grantee's payment or nonpayment of any money or sums due and owing to Grantor under of this Easement and Grantee's indemnity and other duties under Sections 5.4 and 5.5 of this Easement, the Parties agree to use the following dispute escalation process:

A. **Step One.** The Parties shall confer and attempt to resolve the dispute within ten business days of written notification by either Party.

B. **Step Two.** In the event the Parties are unable to resolve the dispute within ten business days as provided in Step One, either Party may refer the dispute to Sound Transit's Deputy Chief Executive Officer and the Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees. They shall confer and attempt to resolve the dispute within five business days of receiving the referral.

C. **Step Three.** In the event Sound Transit's Deputy Chief Executive Officer and King County's Director of the Parks and Recreation Division of the King County Department of Natural Resources and Parks or their designees are unable to resolve the dispute within five business days as provided in Step Two, either Party may refer the dispute to the Chief Executive Officer of Sound Transit and the Director of the King County Department of Natural Resources and Parks. They shall confer and attempt to resolve the dispute within five business days after receiving the referral.

10.2 **Mediation.** If the Parties are unable to resolve the dispute utilizing the process set

forth in Section 8.1, 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.

10.3 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 8.1 are exhausted.

10.4 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.

10.5 No Prejudice. If a Party has complied with Section 8.1, above, in attempting to resolve a particular dispute, the Parties' rights shall not be prejudiced by any delay in disposing of such dispute arising from the Parties' attempts to resolve the dispute pursuant to the alternative dispute resolution procedures specified in Section 8.1, above. At the request of either Party involved in a dispute, the statute of limitations will toll with respect to the subject matter of a dispute while the Parties pursue the dispute resolution procedures set forth in Section 8.1.

10.6 Emergency. If a Party reasonably determines that circumstances require immediate action to prevent or mitigate significant damage or loss, or that delay in initiating or prosecuting a claim in litigation would irrevocably prejudice that Party, then such Party may pursue any immediate remedy available at law or in equity without following the dispute resolution procedures in Section 8.1.

11. Attorney's Fees. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other Party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

12. Condemnation. This Easement is granted under the threat of condemnation under Sound Transit Resolution no. R2018-20.

13. Recording. Grantee will record this Easement in the real property records of King County, Washington.

14. General Terms and Conditions.

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

14.2 Assignment. Grantee shall not assign this Easement or any rights hereunder without Grantor's prior written consent.

14.3 Entire Agreement; Amendment. This Easement (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 Easement and signed by all Parties. This Easement supersedes and replaces all prior negotiations, agreements, or representations regarding the subject matter hereof, whether oral or written.

14.4 Severability. If any portion of this Easement 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 Easement 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.

14.5 Negotiation and Construction. This Easement and each of its terms and provisions 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 Easement 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.

14.6 Governing Law and Venue. This Easement 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 choice of law rules or conflicts of law provisions. If, after dispute resolution under Section 8.1, either Party brings a lawsuit related to or arising out of this Easement, then the Superior Court of King County, Washington, shall have exclusive jurisdiction and venue.

14.7 Time Is of the Essence. Time is of the essence in the performance of this Easement.

14.8 Original Counterparts. This Easement may be executed in one or more counterparts, and by facsimile. It shall not be necessary in making proof of this Easement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any executed signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it such additional executed signature pages. All executed counterparts shall be construed together, and shall, together with the text of this Easement, constitute one and the same instrument.

14.9 No Third Party Beneficiaries. This Easement 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.

14.10 Governmental Powers. Nothing contained in this Easement shall be considered or interpreted to diminish the governmental or police powers of either Party.

14.11 Survival. 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.

14.12 Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement 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 Grantor:

King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3856
Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
Seattle, WA 98104-2826

14.13 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, have the right to specifically enforce the terms of this Easement.

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

- EXHIBIT A: Grantor's Entire Parcel (the Property)
- EXHIBIT B: Description of Easement Area
- EXHIBIT C: Depiction of Easement Area

14.15 Authority to Execute. The undersigned acknowledge that they are authorized to execute this Easement and bind their respective agencies to the obligations set forth herein

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantor: **King County**

By: _____

Its: _____

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 _____ 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: _____

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

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 said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the
_____ of **CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY** 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: _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-171

TAX PARCEL NUMBER 122505-9265

PER CHICAGO TITLE COMMITMENT NUMBER 0110439-06 [ROW RL171]

EFFECTIVE DATE: NOVEMBER 8, 2017 AT 8:00 A.M.

THAT PORTION OF THE BNSF RAILWAY COMPANY'S 100 FOOT RIGHT-OF-WAY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY-SNOQUALMIE BRANCH) LYING WITHIN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON



7-8-2019

EXHIBIT B

TEMPORARY MITIGATION EASEMENT ⑦

RL-171

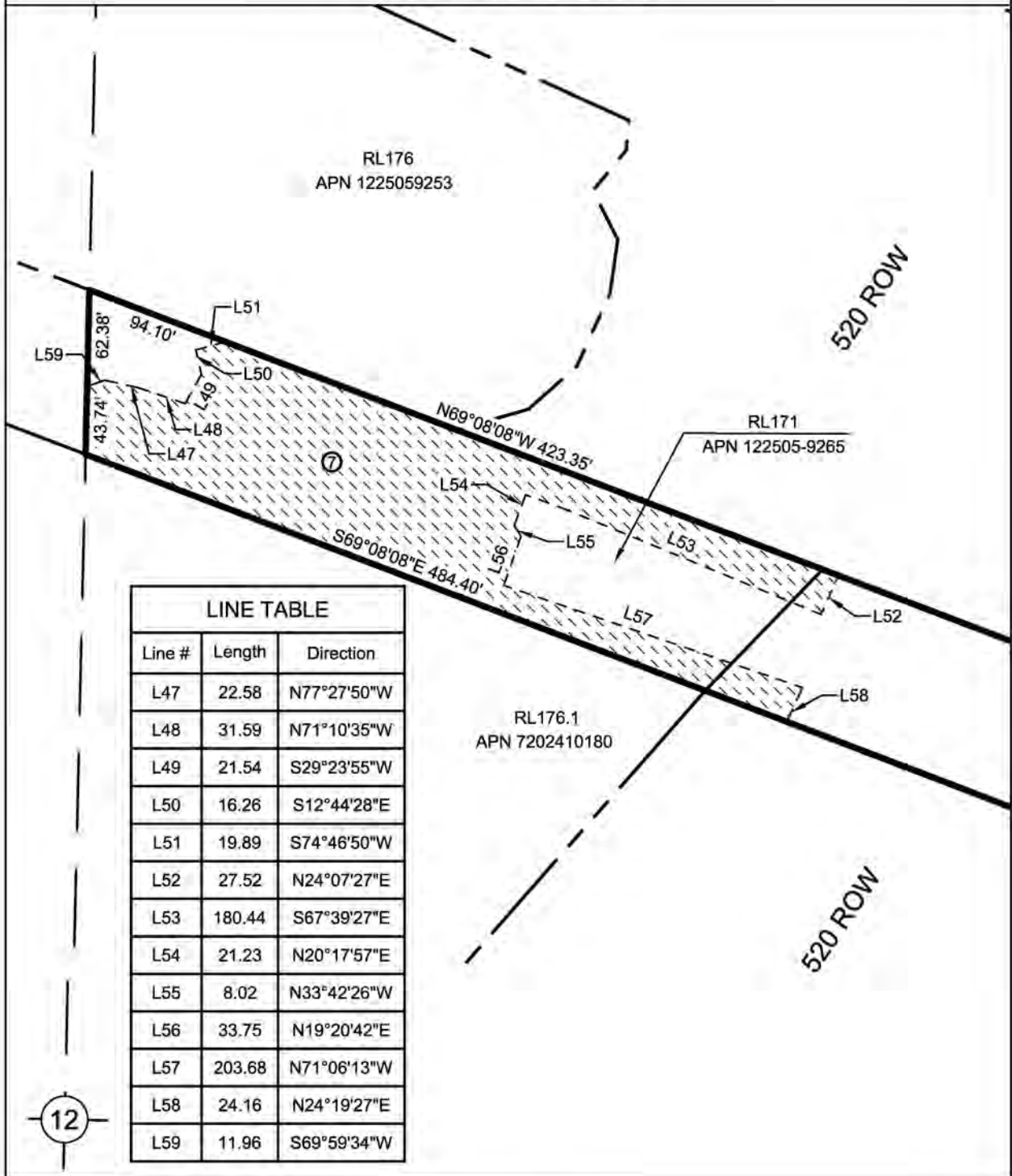
TAX PARCEL NUMBER 122505-9265

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EXHIBIT C
 TAX PARCEL NO. 122505-9265
 E 1/2, SECTION 12, T 25 N, R 05 E, W.M.




TEMPORARY MITIGATION EASEMENT




LINE TABLE		
Line #	Length	Direction
L47	22.58	N77°27'50"W
L48	31.59	N71°10'35"W
L49	21.54	S29°23'55"W
L50	16.26	S12°44'28"E
L51	19.89	S74°46'50"W
L52	27.52	N24°07'27"E
L53	180.44	S67°39'27"E
L54	21.23	N20°17'57"E
L55	8.02	N33°42'26"W
L56	33.75	N19°20'42"E
L57	203.68	N71°06'13"W
L58	24.16	N24°19'27"E
L59	11.96	S69°59'34"W

LEGEND

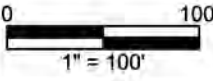
- TEMP. MITIGATION ESMT
- IDENTIFIER FOR AREA TABLE IN FOOTER
- PARCEL BOUNDARY
- EASEMENT LINE TEMPORARY
- RIGHT-OF-WAY LINE
- QUARTER SECTION LINE



SOUNDTRANSIT



Parametrix



0 100'
1" = 100'



⑦ TEMPORARY MITIGATION ESMT: 35,211 SF

PARCEL MAP R/W NO. RL 171

ASSESSOR NO.: 122505-9265 DATE: 7/8/2019
 OWNER: KING COUNTY
 CITY OF REDMOND KING COUNTY, WA

CERTIFICATE OF NON FOREIGN STATUS

EXHIBIT P

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform _____ (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. That the Transferor is the owner of the following described property, to wit:

Block: _____ Lot: _____ County: _____

Premises: _____

2. The Transferor is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).

3. The Transferor's U.S. taxpayer identification number (Social Security Number) is _____

4. The Transferor's address is _____

5. The Transferor understands that this certification be disclosed to the Internal Revenue Service by the 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 THE TRANSFEROR.

DATED: _____

BY: _____

BY: _____

BY: _____

BY: _____

CERTIFICATE OF NON FOREIGN STATUS

EXHIBIT Q

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform _____ (the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by _____ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. That the Transferor is the owner of the following described property, to wit:

Block: _____ Lot: _____ County: _____

Premises: _____

2. The Transferor is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).

3. The Transferor's U.S. taxpayer identification number (Social Security Number) is _____

4. The Transferor's address is _____

5. The Transferor understands that this certification be disclosed to the Internal Revenue Service by the 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 THE TRANSFEROR.

DATED: _____

BY: _____

BY: _____

BY: _____

BY: _____

WHEN Recorded Return to:

EXHIBIT R

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

BARGAIN AND SALE DEED

Grantor: King County
Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Descriptions: Portion of the southeast quarter of Section 11, Township 25 North, Range 5 East; and Portions of the southwest and southeast quarters Section 12, Township 25 North, Range 5 East

Additional Legal Descriptions: See Exhibits A-1, A-2, B-1, B-2

Assessor's Tax Parcel Nos.: 112505-9016 and 122505-9037 (portion)

ROW Nos.: RL151, RL153

Grantor, KING COUNTY, a political subdivision of the State of Washington, is the owner of real property situated in King County, Washington, commonly known as Marymoor Park, and more particularly described in the legal descriptions attached as **EXHIBITS A-1 and A-2** (the "Marymoor Park Parcels"). Grantor, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, and pursuant to King County Ordinance No. _____, does hereby bargain, sell, and convey unto Grantee, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority of the state of Washington, the portions of the Marymoor Park Parcels more particularly described in **EXHIBITS B-1 and B-2** and depicted in **EXHIBITS C-1 and C-2** (the "Marymoor Property"), attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in **EXHIBIT D**.

SIGNATURE BLOCKS APPEAR ON NEXT PAGE

**GRANTOR
KING COUNTY**

**GRANTEE
CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**

BY: _____

BY: _____

TITLE: Director, Facilities Management
Division

TITLE: _____

DATE: _____

DATE: _____

Approved as to Form:

Approved as to Form:

By: _____
Senior Deputy Prosecuting Attorney

By: _____
Sound Transit Legal Counsel

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Anthony O. Wright, to me known to be the Director of the Facilities Management Division, King County and who executed the foregoing instrument and acknowledged to me that HE 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
Notary (print name): _____
Residing at: _____
My appointment expires: _____

**NOTARY BLOCK FOR
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 2019, 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 Central Puget Sound Regional Transit Authority 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
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT A-1

ENTIRE PARCEL DESCRIPTION

RL-151

TAX PARCEL NUMBER 112505-9016

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] UPDATED 2ND COMMITMENT- AS PARCEL A

EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

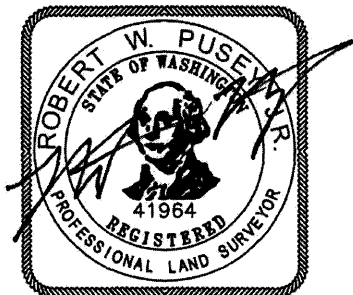
THAT PORTION OF THE EAST HALF TO THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF COUNTY ROAD 1309;

EXCEPT THAT PORTION LYING WITHIN SAMMAMISH WATER DISTRICT NO. 3;

EXCEPT STATE HIGHWAY SR 520;

EXCEPT THAT PORTION LYING NORTHERLY OF STATE HIGHWAY SR 520; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF REDMOND BY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 20060525000924.



12-05-18

EXHIBIT A-2

ENTIRE PARCEL DESCRIPTION

RL-153

TAX PARCEL NUMBER 122505-9037

PER CHICAGO TITLE COMMITMENT NUMBER 0092825-06 [ROWS RL151 & RL153] AS PARCEL B
EFFECTIVE DATE: MAY 18, 2018 AT 8:00 A.M.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF STATE HIGHWAY SR 520;
ALSO

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; ALSO

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF;

TOGETHER WITH THAT PORTION OF THE EAST 30 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY AND EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID EAST 30 ACRES, WHICH IS 200 FEET NORTHERLY FROM THE SOUTHWEST CORNER THEREOF;

THENCE SOUTH 87°50'18" EAST, PARALLEL WITH THE SOUTH LINE OF SAID EAST 30 ACRES, 600 FEET; THENCE NORTH 47°09'42" EAST 276.19 FEET; THENCE NORTH 01°07'26" EAST 845.97 FEET, MORE OR LESS, TO A POINT 60 FEET SOUTH OF THE NORTH LINE OF SAID EAST 30 ACRES; THENCE EASTERLY 200 FEET, MORE OR LESS, PARALLEL WITH THE NORTH LINE OF SAID EAST 30 ACRES, TO THE EAST LINE OF SAID EAST 30 ACRES AND THE TERMINUS OF SAID LINE;



EXHIBIT B-1

FEE ACQUISITION DESCRIPTION ①

RL-151

TAX PARCEL NUMBER 112505-9016

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-1 "PARCEL A", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°03'01" WEST, 18.64 FEET ALONG THE EAST LINE OF SAID PARCEL;

THENCE NORTH 88°25'30" WEST, 180.02 FEET TO A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 5,101.56 FEET;

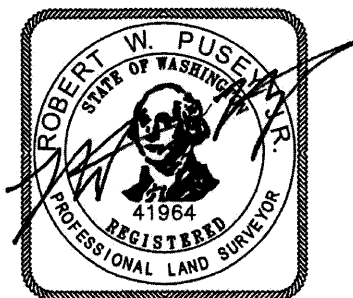
THENCE ALONG SAID CURVE, AN ARC DISTANCE OF 177.33 FEET, THROUGH A CENTRAL ANGLE OF 1°59'30", TO A POINT ON SAID RIGHT OF WAY LINE;

THENCE NORTH 86°43'13" EAST, 255.54 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 88°28'51" EAST, 102.52 FEET ALONG SAID RIGHT OF WAY LINE TO THE **POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 4,058 SQUARE FEET, MORE OR LESS.



12-05-18

EXHIBIT B-2

FEE ACQUISITION DESCRIPTION ①

RL-153

TAX PARCEL NUMBER 122505-9037

A PORTION OF THAT PARCEL OF LAND AS DESCRIBED IN EXHIBIT A-2 "PARCEL B", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL, SAID POINT ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SR 520 ACCORDING TO WASHINGTON STATE DEPARTMENT OF TRANSPORTATION "SR 520 MP 12.05 TO MP 12.80, SAMMAMISH RIVER TO JCT. SR 202" RIGHT OF WAY PLANS;

THENCE SOUTH 01°18'40" WEST, 59.91 FEET ALONG THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 74°04'49" WEST, 34.67 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,240.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 431.16 FEET, THROUGH A CENTRAL ANGLE OF 19°55'20";

THENCE NORTH 85°59'51" WEST, 769.68 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 9,100.00 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 385.56 FEET, THROUGH A CENTRAL ANGLE OF 2°25'39";

THENCE NORTH 88°25'30" WEST, 1,029.99 FEET TO THE WEST LINE OF SAID PARCEL;

THENCE NORTH 01°03'01" EAST, 18.64 FEET ALONG SAID WEST LINE TO THE NORTHWEST CORNER OF SAID PARCEL;

THENCE SOUTH 88°28'51" EAST, 1,797.48 FEET ALONG SAID SOUTH RIGHT OF WAY LINE;

THENCE SOUTH 82°46'12" EAST, 201.00 FEET ALONG SAID SOUTH RIGHT OF WAY LINE;

THENCE SOUTH 87°33'17" EAST, 322.31 FEET ALONG SAID SOUTH RIGHT OF WAY LINE;

THENCE NORTH 75°58'49" EAST, 335.25 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO THE **POINT OF BEGINNING** AND THERE TERMINATING;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

AREA CONTAINS 79,658 SQUARE FEET, MORE OR LESS.

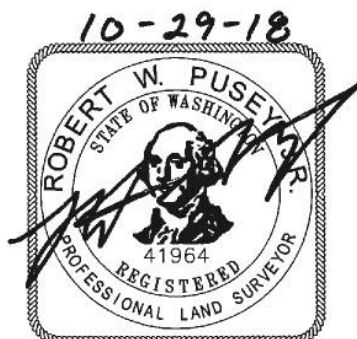
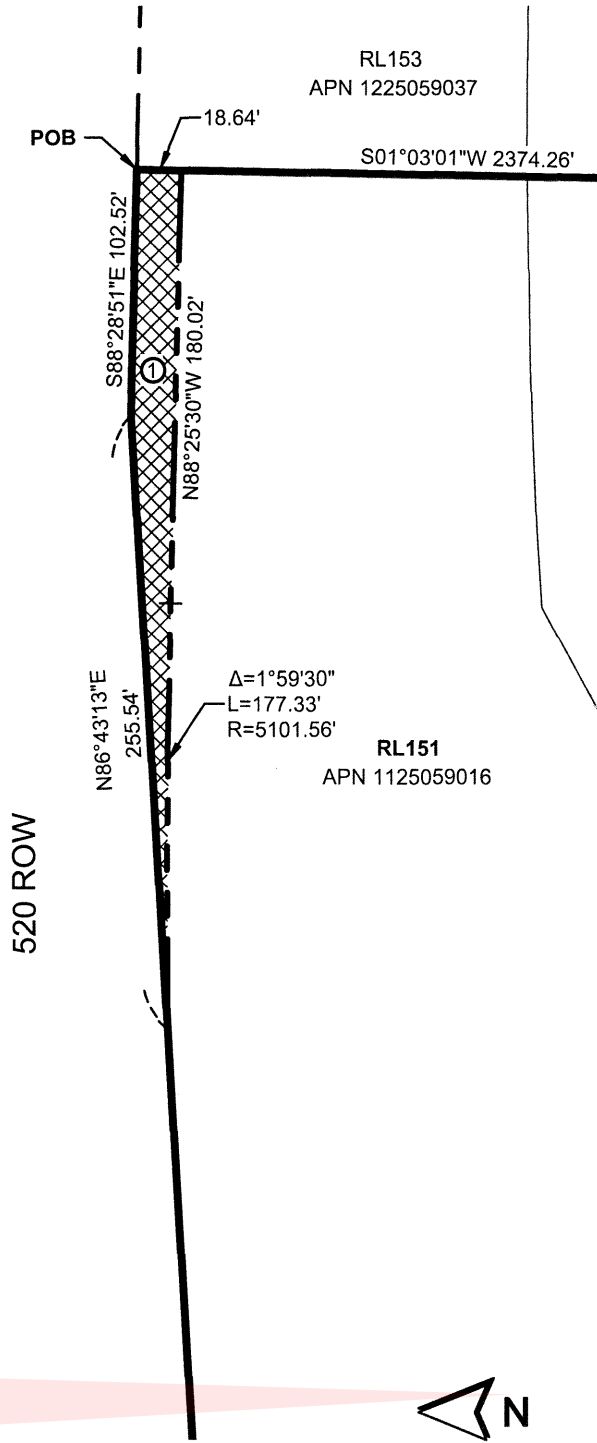
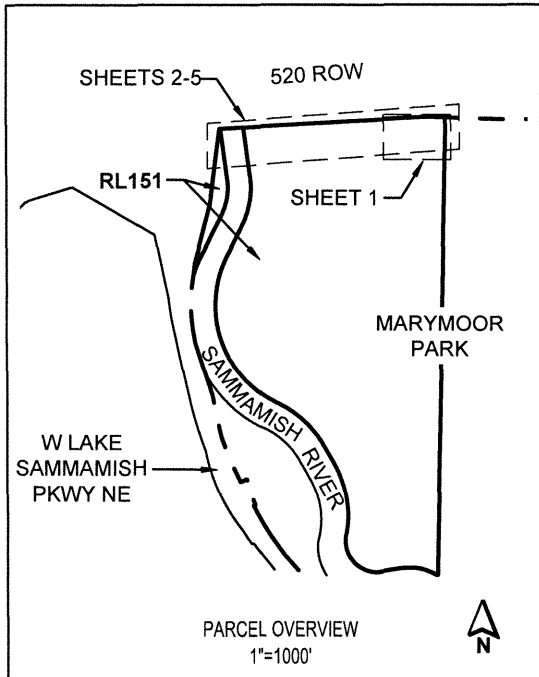


EXHIBIT C-1
TAX PARCEL NO. 1125059016
E 1/2, SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



520 ROW

LEGEND



PARCEL BOUNDARY
 FEE TAKE LINE
 RIGHT-OF-WAY LINE

Ⓢ IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT
Parametrix

0 80'
 1" = 80'

PAGE 1 OF 5

12-05-18

PARCEL AREA: 2,364,524 SF*
 ① FEE TAKE: 4,058 SF
 REMAINING AREA: 2,360,466 SF*
 *= PER KING COUNTY ASSESSOR MAP

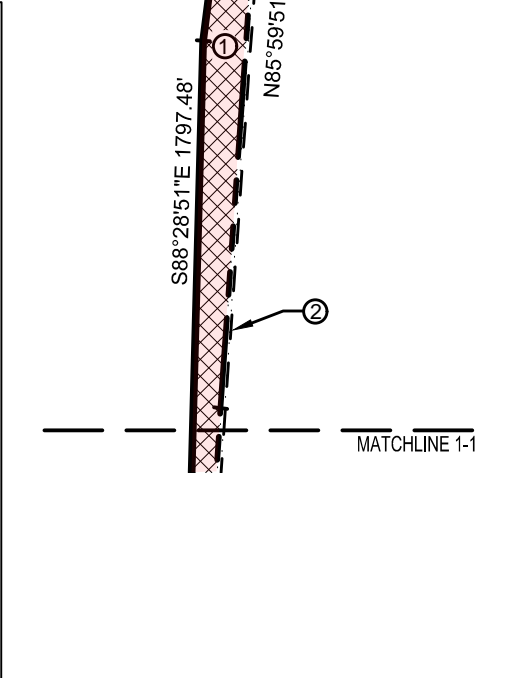
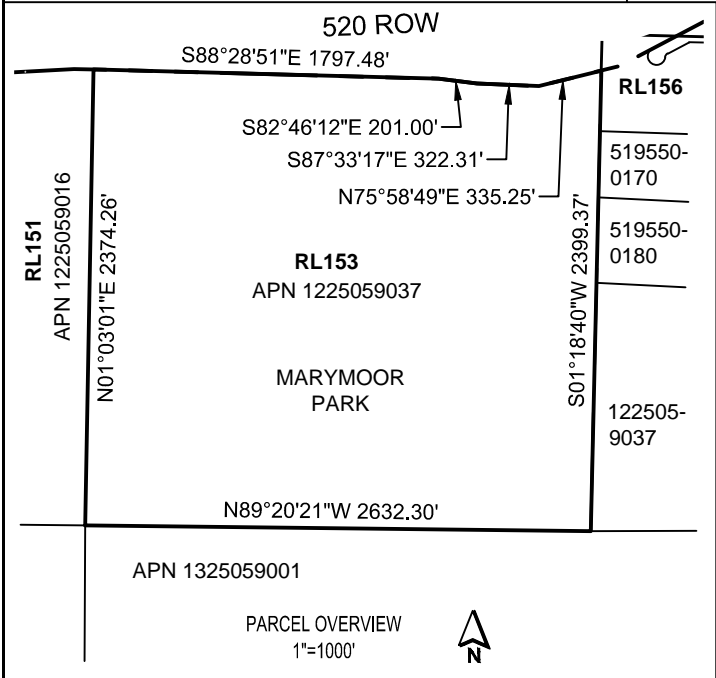
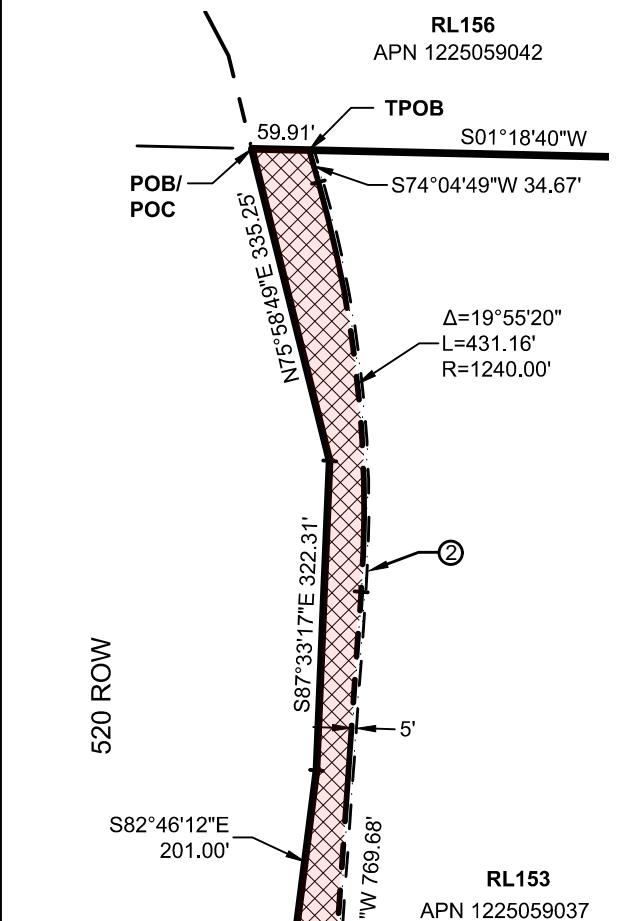
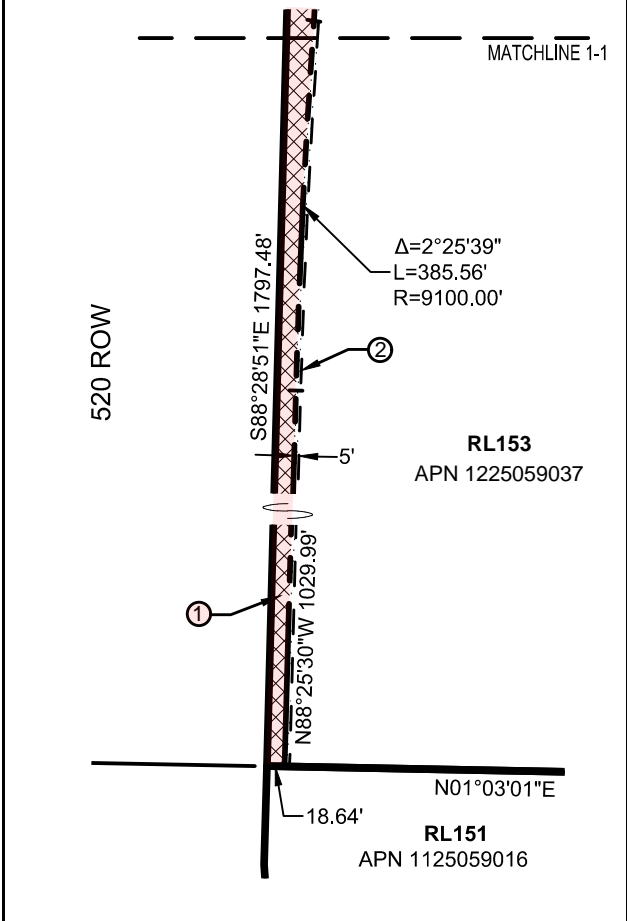
PARCEL MAP R/W NO. RL 151

ASSESSOR NO.: 1125059016 DATE: 12/05/2018

OWNER: KING COUNTY

KING COUNTY, WA

EXHIBIT C-2
 TAX PARCEL NO. 1225059037
 SW 1/4, SECTION 12 T 25 N, R 05 E, W.M.



LEGEND

- FEE TAKE
- MAINTENANCE ESMT
- PARCEL BOUNDARY
- FEE TAKE LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE PERMANENT

① IDENTIFIER FOR AREA TABLE IN FOOTER

SOUNDTRANSIT
Parametrix

0 200'
 1" = 200'



PARCEL AREA: 6,207,241 SF ② MAINT. ESMT: 13,255 SF
 ① FEE TAKE: 79,658 SF
 REMAINING AREA: 6,127,583 SF

PARCEL MAP R/W NO. RL 153

ASSESSOR NO.: 1225059037 DATE: 10/29/2018

OWNER: KING COUNTY
 KING COUNTY, WA

EXHIBIT D TO BARGAIN AND SALE DEED

Exceptions to Title

SUBJECT TO:

1. Reservation of all coal, oil, gas and mineral rights, and rights to explore for the same contained in the deed:

Grantor: Weyerhaeuser Timber Co., a Washington corporation
Recording Date: May 5, 1890
Recording No.: 53532

2. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: King County Game Commission
Purpose: A perpetual permission to construct and repair and maintain a fish trap
Recording Date: August 13, 1925
Recording No.: 2058742
Affects: The description contained therein is not sufficient to determine its exact location within the property herein described

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Dickey Farms, Inc.
Purpose: Water pipe or water pipes
Recording Date: April 14, 1943
Recording No. 3303288
Affects: The description contained therein is not sufficient to determine its exact location within the property herein described

4. Order and Certificate of Grant of Right of Way, including the terms and provisions thereof:

Recording Date: December 10, 1963
Recording No.: 5678291

5. Relinquishment of access to State Highway and of light, view and air by Deed:

Grantee: State of Washington
Recording Date: November 21, 1972
Recording No.: 7211210147

6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: November 21, 1972
Recording No.: 7211210147

7. Agreement and Quit Claim Deed, including the terms and provisions thereof:

Executed by: State of Washington, Department of Highways
And: Municipality of Metropolitan Seattle, a municipal corporation
Recording Date: August 3, 1973

Recording No.: 7308030472

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Municipality of Metropolitan Seattle, a municipal corporation
Purpose: Utility easement
Recording Date: February 13, 1974
Recording: 7402130373
Affects: Portion of said premises

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of Washington
Purpose: Highway slopes
Recording Date: November 22, 1976
Recording No.: 7611220001
Affects: Highway slopes

10. Permit to Construct - Widening and Channelization for Existing Entrance to Marymoor Park Fronting on SR 901:

Recording Date: November 22, 1976
Recording No.: 7611220002

11. Agreement, including the terms and provisions thereof:

Executed by: City of Redmond, a municipal corporation
And: King County
Recording Date: March 13, 1978
Recording No.: 7803130474
Regarding: Permit agreement

12. Designation Report File No. 0404-02R -- James W. Clise Residence/Willowmoor, including the terms and provisions thereof:

Executed by: King County Landmarks Commission
Recording Date: February 24, 1982
Recording No.: 8202240393
The description contained therein is not sufficient to determine its exact location within the property herein described.

13. Covenants for Maintenance of Historic Property, including the terms and provisions thereof:

Recording Date: February 23, 1984
Recording No.: 8402230791

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company
Purpose: Utilities
Recording Date: April 11, 1988
Recording No. 88041100197

15. Aquatic Lands Easement, including the terms and provisions thereof:

Recording Date: January 19, 2001
Recording No.: 20010119000068

16. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Redmond
Purpose: Protection easement
Recording Date: October 23, 2003
Recording No.: 20031023000555
17. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: City of Redmond
Purpose: Sidewalk and utility
Recording Date: May 25, 2006
Recording No.: 200060525000921
Affects: Westerly portion of said premises
18. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on surveys:
- Recording Nos. 9807219011 and 9904229004
19. [Intentionally deleted.]
20. [Intentionally deleted.]
21. [Intentionally deleted.]
22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Dickey Farms, Inc.
Purpose: Water pipe or water pipes
Recording Date: April 14, 1943
Recording No. 3303288
Affects: The description contained therein is not sufficient to determine its exact location within the property herein described.
23. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Lake Hills Sewer District of King County
Purpose: Pipeline
Recording Date: April 30, 1959
Recording No.: 5026500
Affects: Portion of said premises
24. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document.
- Recording Date: April 30, 1959
Recording No.: 5026500

25. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Road right of way
Recording Date: September 12, 1960
Recording No.: 5200703

26. Agreement for Sewage Disposal, including the terms and provisions thereof:

Executed by: Lake Hills Sewer District, a municipal corporation
And: Municipality of Metropolitan Seattle
Recording Date: March 16, 1967
Recording No.: 6150811

Amended by Instrument:

Recording Date: February 13, 1973
Recording No.: 7302130568

27. Agreement for Sewage Disposal, including the terms and provisions thereof:

Executed by: Lake Hills Sewer District, a municipal corporation
And: Municipality of Metropolitan Seattle
Recording date: April 6, 1967
Recording No.: 6159162

Amended by instrument:

Recording Date: February 13, 1973
Recording No.: 7302130568

28. Relinquishment of access to State Highway Number of light, view and air by Deed:

Grantee: State of Washington
Recording Date: November 21, 1972
Recording No.: 7211210147

29. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: November 21, 1972
Recording No.: 7211210147

30. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: February 13, 1973
Recording No.: 7302130568

31. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: State of Washington
Purpose: Highway slopes
Recording Date: November 22, 1976
Recording No.: 7611220001

32. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document.

Recording Date: December 22, 1981
Recording No.: 8112220646

33. Agreement, including the terms and provisions thereof:

Executed by: City of Bellevue Department of Public Works and Utilities
And: King County Parks and Recreation Department
Recording Date: April 29, 1982
Recording No.: 8204290302

34. Covenants for Maintenance of Historic Property, including the terms and provisions thereof:

Recording Date: February 23, 1984
Recording No.: 8402230791

35. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company
Purpose: Utilities
Recording Date: April 11, 1988
Recording No.: 8804110197

36. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: GTE Northwest, a Washington corporation
Purpose: Underground communication system
Recording Date: November 7, 1990
Recording No.: 9011071580
Affects: Portion of said premises

37. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power & Light Company
Purpose: Underground electric system
Recording Date: November 7, 1990
Recording No.: 9011071581
Affects: Portion of said premises

38. [Intentionally deleted.]

39. [Intentionally deleted.]

40. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Energy, Inc., a Washington corporation
Purpose: Construct, operate, maintain, repair, replace, improve, remove, and use the easement area for operating an underground electrical service line and appurtenance for the supply of electricity
Recording Date: March 27, 2006
Recording No.: 20060327000643
Affects: Southeasterly portion of said premises

41. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on survey:

Recording No.: 7806069006

42. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on survey:

Recording No.: 9205119010

EXHIBIT S

WHEN Recorded Return to:

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

BARGAIN AND SALE DEED

Grantor: Central Puget Sound Regional Transit Authority

Grantee: King County

Abbreviated Legal Descriptions: Ptn S 1/2 NE 1/4 Sec 12, Twn 25 N, Rge 5 E (portion)

Additional Legal Descriptions: See Exhibits A and B

Assessor’s Tax Parcel Nos.: 122505-9193 (portion)

ROW Nos.: RL168 (portion)

Grantor, CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority of the State of Washington, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby bargain, sell, and convey to Grantee, KING COUNTY, a political subdivision of the state of Washington, the following real property situated in King County, Washington and described in **EXHIBIT A-1** and depicted on **EXHIBIT A-2**, attached hereto and incorporated herein by this reference, and also subject to the permitted exceptions set forth in **EXHIBIT B**, attached hereto and incorporated herein by this reference.

SIGNATURE BLOCK APPEARS ON NEXT PAGE

**GRANTOR
CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY**

BY: _____

TITLE: _____

DATE: _____

Approved as to Form:

By: _____
Sound Transit Legal Counsel

NOTARY BLOCK APPEARS ON NEXT PAGE

NOTARY BLOCK FOR
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 20__, 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 Central Puget Sound Regional Transit Authority 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
Notary (print name): _____
Residing at: _____
My appointment expires: _____

EXHIBIT A-1 TO BARGAIN AND SALE DEED

Legal Description

[To be replaced with the legal description contained in the Boundary Line Adjustment prior to the Sound Transit Property Recording Date pursuant to Section 1.2 of the Purchase and Sale Agreement between Grantor and Grantee.]

EXHIBIT A-2 TO BARGAIN AND SALE DEED

Map Depiction

[To be replaced with the depiction contained in the Boundary Line Adjustment prior to the Sound Transit Property Recording Date pursuant to Section 1.2 of the Purchase and Sale Agreement between Grantor and Grantee.]

EXHIBIT B TO BARGAIN AND SALE DEED

Permitted Exceptions to Title

SUBJECT TO:

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Redmond, a municipal corporation
Purpose: Water line
Recording Date: May 9, 1985
Recording No.: 8505090717
Affects: Within a strip of land 10 feet in width
2. Provisions contained in instrument:

Recording Date: May 28, 1887
Recording No.: 13710
As follows: Right to cut trees dangerous to the operation of road
Affects: Northerly portion of said premises
3. Condemnation of access to State Highway Number SR 520 and of light, view and air by Decree in favor of the State of Washington:

Superior Case Cause Number: 757133
County: King
4. [Intentionally deleted]
5. Agreement and the terms and conditions thereof:

Executed by: Robert E. Beckes and Marilee A. Beckes, husband and wife
Recording Date: June 26, 1986
Recording No.: 8606260889
Regarding: Road improvements and consent to the formation of a local improvement district
6. Agreement and the terms and conditions thereof:

Executed by: Robert E. Beckes and Marilee A. Beckes, husband and wife
Recording Date: June 26, 1986
Recording No.: 8606260890



EXHIBIT T

_____, 2019

JOINT ESCROW INSTRUCTIONS

[Escrow agent name]
Chicago Title Company of Washington
701 5th Avenue, Suite 2700
Seattle, WA 98104

Re: King County, a political subdivision of the State of Washington, and Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington (“Sound Transit”)

Chicago Title Escrow No.:

Chicago Title Commitment Nos.: 0092825-06, 0110439-06, and 0101956-06

Sound Transit ROW Numbers: RL 151, RL 152A, RL 152B, RL 153, RL 171

King County Parcel Numbers: 1125059016, 1225059038, 1225059265 and 112505HYDR

Dear [escrow agent]:

This letter contains King County and Sound Transit’s (collectively, the “Parties”) joint escrow instructions to you, as escrow agent (“Escrow Agent”), for carrying out steps in a certain transaction memorialized in the Real Property Purchase and Sale Agreement between Sound Transit and King County for Downtown Redmond Link Extension (“Purchase and Sale Agreement”) dated _____ (“Closing”).

A. Confirmation of Certain Information.

1. King County is the owner of certain real property parcels commonly known as Marymoor Park (the “Marymoor Park Parcels”) and the East Lake Sammamish Trail (the “ELST Parcel”) in Redmond, King County, State of Washington. King County is also the apparent owner of certain real property on which a portion of the constructed channel of the Sammamish River is situated, located in Redmond, King County, State of Washington (the “Sammamish River Parcel”) (collectively the “King County Parcels”).
2. Sound Transit requires certain fee and other permanent and temporary rights on the King County Parcels for a portion of its Downtown Redmond Link Extension Project

(the “Project”). King County has agreed to sell, and Sound Transit has agreed to purchase, those property rights pursuant to the Purchase and Sale Agreement.

3. King County has agreed to sell portions of the Marymoor Park Parcels to Sound Transit in fee and to grant the following additional property rights on those parcels: (1) a transit way easement for Sound Transit’s guideway; (2) an access and road maintenance easement; (3) a tree and vegetation trimming easement; and (4) a temporary construction easement (collectively the “Marymoor Park Property”).
4. King County has agreed to grant the following property rights on the ELST Parcel: (1) a transit way easement for Sound Transit’s guideway; (2) an access and drainage easement; (3) a tree and vegetation trimming easement; (4) a temporary construction easement; and (5) a temporary mitigation and monitoring easement (collectively the “ELST Property”).
5. King County has agreed to grant the following property rights on the Sammamish River Parcel: (1) a quitclaim deed for Sammamish River aerial easement; and (2) a temporary construction easement (collectively the “Sammamish River Property”).
6. Collectively, the Marymoor Park Property, the ELST Property, and the Sammamish River Property shall be referred to herein as the “King County Property.”
7. Sound Transit has agreed to construct a trail connection for King County as a Project betterment (the “ELST North Extension Project”), a portion of which will be constructed on property that Sound Transit plans to acquire from a private party for Project purposes. Pursuant to the Purchase and Sale Agreement and the Agreement between King County and the Central Puget Sound Regional Transit Authority for the Funding, Design, and Construction of the ELST North Extension and Water Line, dated _____ (the “King County Betterment Agreement”), when trail construction is complete, Sound Transit will convey the property where the ELST North Extension Project is located (the “Sound Transit Property”) to King County. In order to effectuate the transfer, Sound Transit will obtain, at Sound Transit’s expense, a boundary line adjustment segregating the area of the ELST North Extension Project from Sound Transit’s larger parcel, thereby creating the Sound Transit Property, and annexing it to the County’s adjacent parcel (the “Boundary Line Adjustment”). The bargain and sale deed attached to the Purchase and Sale Agreement as Exhibit S will then be amended to include the Sound Transit Property legal description and map depiction consistent with the Boundary Line Adjustment. The Boundary Line Adjustment and amended bargain and sale deed will be held in escrow and recorded by the Escrow Agent on the Sound Transit Property Recording Date. Sound Transit will pay the recording fees for the Boundary Line Adjustment. Pursuant to the Purchase and Sale Agreement, the estimated value of the Sound Transit Property at the time the Purchase and Sale Agreement is executed will be offset from the total value of the property rights Sound Transit is acquiring from King County and will therefore be reflected in the Cash Purchase Price, as defined below, to be paid on the King County Property Recording Date, as defined below. On the Sound Transit

Property Recording Date, the Parties will reconcile any surplus or deficiency between this value and the actual value of the Sound Transit Property prior to recording the deed.

8. The \$2,546,228.00 total cash price to be paid by Sound Transit for the property rights it will be acquiring from King County pursuant to the Purchase and Sale Agreement is referred to herein as the “Cash Purchase Price.”
9. To satisfy the City of Redmond’s permitting requirements for constructing the Project within the City, Sound Transit has agreed to purchase a road crossing and utility easement for the City over a portion of Northeast 70th Street located on the ELST Parcel from King County (the “City’s Easement”). Pursuant to the Purchase and Sale Agreement, Sound Transit will pay King County for the City’s Easement as part of the total purchase price under the Purchase and Sale Agreement on the King County Property Recording Date, as defined below, but the City’s Easement will be held in escrow until Sound Transit completes street construction work on that property, at which time the City’s Easement will be recorded.

B. Funds to be Deposited with Escrow Agent.

1. Sound Transit. Sound Transit will deposit into escrow the Cash Purchase Price, together with the sum necessary to pay:
 - a. King County Property Recording:
 - i. One-half of the escrow fee charged by the Escrow Agent;
 - ii. Any sum owing to the Title Company for the preparation of the preliminary and binding commitments identified in Sections D.1.b and D.1.c., below;
 - iii. All recording fees for the Bargain and Sale Deed for the Marymoor Park Property; and
 - iv. One hundred percent of all other costs associated with the King County Property Recording not otherwise specified herein.
 - b. Sound Transit Property Recording:
 - i. One-half of the escrow fee charged by the Escrow Agent;
 - ii. All recording fees for the Boundary Line Adjustment; and
 - iii. One hundred percent of any real estate excise or other transfer tax due.
 - c. City’s Easement Recording:

- i. One-half of the escrow fee charged by the Escrow Agent, if any;
 - ii. All recording fees for the City's Easement; and
 - iii. One hundred percent of all other costs associated with the City's Easement Recording not otherwise specified herein.
2. King County. King County shall deposit into escrow the funds necessary to pay:
 - a. Sound Transit Property Recording:
 - i. One-half the escrow fee charged by the Escrow Agent;
 - ii. Any sum owing to the Title Company for the preliminary and binding commitments identified in Section D.2.b, below;
 - iii. All recording fees for the Bargain and Sale Deed for the Sound Transit Property; and
 - iii. One hundred percent of all other costs associated with the Sound Transit Property Recording not otherwise specified herein.
 - b. City's Easement Recording: One-half of the escrow fee charged by the Escrow Agent, if any.

C. Documents to be Delivered.

1. King County. King County will deliver the documents listed below before or at Closing:
 - a. A signed copy of these Escrow Instructions;
 - b. Seller's certificate of non-foreign status;
 - c. Completed Real Estate Excise Tax Affidavit;
 - d. Copies of the title commitments and policies identified in Sections D.1.b and D.1.c, below;
 - e. Bargain and Sale Deed for the Marymoor Park Property;
 - f. Marymoor Park Transit Way Easement;
 - g. Marymoor Park Access and Road Maintenance Easement;

- h. Marymoor Park Tree and Vegetation Trimming Easement;
 - i. Marymoor Park Temporary Construction Easement;
 - j. ELST Transit Way Easement;
 - k. ELST Access and Drainage Easement;
 - l. ELST Tree and Vegetation Trimming Easement;
 - m. ELST Temporary Construction Easement;
 - n. ELST Temporary Mitigation and Monitoring Easement;
 - o. Sammamish River Quitclaim Easement;
 - p. Sammamish River TCE; and
 - q. City's Easement.
2. Sound Transit. Sound Transit will deliver the documents listed below before or at Closing:
- a. A signed copy of these Escrow Instructions;
 - b. Seller's certificate of non-foreign status;
 - c. Copies of the title commitment and policy identified in Section D.2.d, below; and
 - d. Bargain and Sale Deed for the Sound Transit Property, amended to include the Sound Transit Property legal description established in the Boundary Line Adjustment; and
 - e. The Boundary Line Adjustment.
- D. Conditions of Recording. The documents to be recorded pursuant to this section may be recorded on different dates. You are to record each document when, and only when, the conditions pertaining to that particular document have been met, as follows:
- 1. King County Property Recording. You are instructed to record the documents listed in Sections C.1.e through C.1.p, above, when the following conditions have been met:
 - a. You have confirmation that the documents are duly executed by the appropriate parties and acknowledged where required and you hold the funds identified in Paragraph B.1.a, above.

- b. Chicago Title Company of Washington (the “Title Company”) has given a binding commitment, in a form reasonably satisfactory to Sound Transit, to issue its owner’s standard coverage policy of title insurance to Sound Transit for the Marymoor Park Property (the “Marymoor Park Title Policy”) and subject only to the standard exceptions found on the policy form and those special exceptions in that certain Commitment for Title Insurance No. 0092825-06, dated October 30, 2018, numbered 1-18, 22-37, and 40-42, and any unpaid taxes. The Marymoor Park Title Policy shall show fee simple and easement title vested in Sound Transit, and shall insure Sound Transit in the amount of _____. The legal description in the Marymoor Park Title Policy must be identical to the legal descriptions set forth in the Bargain and Sale Deed for the Marymoor Park Property and associated Marymoor Park easements listed in Sections C.1.f through C.1.i, above.
- c. The Title Company has given a binding commitment, in a form reasonably satisfactory to Sound Transit, to issue its owner’s standard coverage policy of title insurance to Sound Transit (the “ELST Title Policy”) for the ELST Property and subject only to the standard exceptions found on the policy form and those special exceptions in that certain Commitment for Title Insurance No. 0110439-06, dated November 8, 2017, together with Supplements 1 and 2, numbered 1-13, and any unpaid taxes. The ELST Title Policy shall show easement rights vested in Sound Transit, and shall insure Sound Transit in the amount of _____. The legal description in the ELST Title Policy must be identical to the legal descriptions set forth in the ELST Transit Way Easement and associated ELST easements listed in Sections C.1.j-C.1.n, above.

The date the documents are recorded pursuant to this section shall be called the “King County Property Recording Date.”

- 2. Sound Transit Property Recording. You are instructed to record the Bargain and Sale Deed and Boundary Line Adjustment for the Sound Transit Property when the following conditions have been met:
 - a. You have confirmation that the Bargain and Sale Deed for the Sound Transit Property is duly executed by the appropriate parties, acknowledged where required, and amended to include the legal description and map depiction consistent with the Boundary Line Adjustment.
 - b. You have confirmation that the Boundary Line Adjustment is duly executed by the appropriate parties and acknowledged where required.
 - c. You hold the funds identified in Paragraphs B.1.b and B.2.a, above.
 - d. Chicago Title Company of Washington (the “Title Company”) has given a binding commitment, in a form reasonably satisfactory to King County, to issue

its owner's standard coverage policy of title insurance to Sound Transit for the Sound Transit Property (the "Sound Transit Property Title Policy") and subject only to the standard exceptions found on the policy form and those special exceptions in that certain Commitment for Title Insurance No. 0101956-06, dated April 4, 2019, numbered 1-3 and 5-6, and any unpaid taxes. The Sound Transit Property Title Policy shall show fee simple title vested in King County, and shall insure Sound Transit in the amount of _____. The legal description in the Sound Transit Property Title Policy must be identical to the legal description set forth in the Bargain and Sale Deed for the Sound Transit Property.

- e. You have received written notice, signed by the Parties, containing:
 - i. a statement that the necessary construction work associated with the ELST North Extension Project has been completed and accepted by the appropriate Party, consistent with the King County Betterment Agreement; and
 - ii. a statement identifying the difference (if any) in the estimated value of the Sound Transit Property used to determine the Cash Purchase Price and the actual value of the Sound Transit Property upon obtaining the Boundary Line Adjustment (the "Sound Transit Property Reconciliation Amount"), and identifying the Party responsible for paying any such difference.
- f. The appropriate Party has deposited the Sound Transit Property Reconciliation Amount into escrow.

The date the Bargain and Sale Deed for the Sound Transit Property is recorded pursuant to this section shall be called the "Sound Transit Property Recording Date."

- 3. City's Easement Recording. You are instructed to record the City's Easement when the following conditions have been met:
 - a. You have confirmation that the document is duly executed by the appropriate parties and acknowledged where required and you hold the funds identified in Paragraphs B.1.c and B.2.b, above.
 - b. You have received written notice, signed by the Parties, stating that the necessary construction work associated with the street improvements on the property have been completed.

The date the City's Easement is recorded pursuant to this section shall be called the "City's Easement Recording Date."

- E. Closing Procedures. We direct you to close escrow as follows:

1. King County Property Recording. Upon recording the documents as set forth in Paragraph D.1, above, we direct you to:
 - a. Disburse to King County the Cash Purchase Price, less one-half the escrow fee charged by the Escrow Agent associated with the King County Property Recording and one hundred percent of any real estate excise or other transfer tax due on the King County Property;
 - b. Disburse to the appropriate parties the funds identified in Section B.1.a;
 - c. File the Real Estate Excise Tax Affidavit reflecting the exempt government sale from King County to Sound Transit; and
 - d. Within 72 hours after the King County Property Recording Date, deliver copies of:
 - i. The documents recorded pursuant to Section D.1 to the Parties;
 - ii. The documents identified in Sections C.1.a through C.1.d to Sound Transit; and
 - iii. The documents identified in Section C.2.a to King County.
2. Sound Transit Property Recording. Upon recording the Bargain and Sale Deed and Boundary Line Adjustment for the Sound Transit Property as set forth in Section D.2, above, we direct you to:
 - a. Disburse to the appropriate parties the funds identified in Sections B.1.b, B.2.a, and D.2.d.ii;
 - b. File the Real Estate Excise Tax Affidavit reflecting the exempt government sale from Sound Transit to King County; and
 - c. Within 72 hours after the Sound Transit Property Recording Date, deliver copies of:
 - i. The recorded Bargain and Sale Deed and Boundary Line Adjustment for the Sound Transit Property to the Parties; and
 - ii. The documents identified in Sections C.2.b through C.2.d to Sound Transit.
3. City's Easement Recording. Upon recording the City's Easement as set forth in Section D.3, above, we direct you to:

- a. Disburse to the appropriate parties the funds identified in Sections B.1.c and B.2.b; and
- b. Within 72 hours after the City's Easement Recording Date, deliver copies of the recorded City's Easement to the Parties.

F. General Instructions.

1. In closing of this escrow, you are instructed to adhere strictly to the procedures set forth above. The instructions contained in this letter may be amended only by written amendment signed by Sound Transit and King County. To the extent that these instructions conflict with the Escrow Instructions Form submitted by Escrow Agent, these instructions will supersede.
2. To the extent that any documents relating to a particular recording event under Section E.1, Section E.2, or Section E.3 are undated as of the relevant Recording Date, you are hereby authorized to date such documents as of that Recording Date.
3. If you are unable to comply with these instructions and close on the King County Property Recording consistent with Section D.1 on or before 5:00 p.m. on [DATE], you are not to proceed without further written authorization from the undersigned.
4. You are not to proceed with the Sound Transit Property Recording under Section D.2 or the City's Easement Recording under Section D.3 until the Parties have notified you as set forth in those sections of this letter. If, upon receiving such notice, you determine that you are unable to comply with these instructions and therefore cannot proceed on the relevant recording, then you should immediately notify the Parties and you are not to proceed without further written authorization from the undersigned.
5. If there are any questions concerning any of the instructions contained in this letter, please contact the following individuals immediately:

For Sound Transit:

Sound Transit Real Property Division
Attn: Rhonda Thomsen
401 S. Jackson Street, M/S O4N-4
206 398 5455
Rhonda.thomsen@soundtransit.org

For King County:

Steve Rizika
King County Real Estate Services
500 4th Avenue Suite 830
Seattle WA 98104

206 477 2083
Steve.Rizika@kingcounty.gov

Please acknowledge your receipt of and your agreement to comply with these instructions by signing and returning a copy of this letter to the undersigned.

Sincerely,

SOUND TRANSIT:

Joseph Gray
Sound Transit Real Property Director

Approved as to form:

Sound Transit Legal Counsel

KING COUNTY:

Anthony Wright, Director
Facilities Management Division, King County Department of Executive Services

Approved as to form:

Deputy Prosecuting Attorney

The undersigned acknowledges receipt of the written joint escrow instructions and agrees to proceed in strict accordance therewith.

[Name]
Chicago Title Escrow Agent

EXHIBIT U

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

QUITCLAIM DEED FOR TEMPORARY CONSTRUCTION EASEMENT

Grantor: King County
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Portion of the southeast quarter of Section 11, Township 25 North, Range 5 East
Assessor's Tax Parcel No.: 112505-HYDR (portion)
ROW No.: RL152B

1. **GRANT. KING COUNTY**, a political subdivision of the State of Washington (“Grantor”), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration in hand paid, hereby grants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington (“Grantee”), a temporary construction easement (the “Easement”) to temporarily use for construction purposes a portion of the real property identified as King County Tax Parcel No. 112505-HYDR and more particularly described in the legal description attached as **Exhibit A** (the “Property”). The portion of the Property subject to this temporary construction easement is legally described in the attached **Exhibit B** and depicted in the attached **Exhibit C** (the “Easement Area”).

2. **TERM.** The term of the Easement (the “Term”) shall commence upon mutual execution of this Agreement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee’s use of the Easement for construction purposes. Grantee will provide 14 days’ written notice to Grantor before commencing Grantee’s work within the Easement Area. Upon commencing such work, Grantee shall be entitled to use the Easement Area for the performance of the work for a period of 36 consecutive months (the “Construction Period”). During the Construction Period, Grantee’s use of the Easement Area shall be exclusive. Restoration shall be completed within the Construction Period. The Easement will remain in effect until June 30, 2025 or until completion of restoration in the Easement Area, whichever occurs first. Grantee may, at its option, upon written notice to Grantor, extend the Term, including the exclusive Construction Period, for up to an additional 12 months, in not less than 2-month increments, provided that Grantee shall give such notice at least 90 days prior to the expiration of this Easement. Grantee shall pay Grantor \$526.00 for each such 2-month extension. Extensions must occur consecutively with each other and immediately following the 36-month Construction Period

3. **NO WARRANTY.** Grantor, for itself and its successors in interest, makes no covenant or warranty of right, title, or interest in or to the Property or the Easement Area, whether expressed or implied, and whether arising or to arise by statutory or other effect; and Grantee hereby releases all claims against Grantor regarding all such covenants and warranties.

4. **INDEMNITY.**
 - A. **GRANTEE INDEMNITY.** Grantee shall defend, indemnify, and hold Grantor and its officials, officers, and employees harmless (except to the extent caused by the 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, or costs (including reasonable attorneys' 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 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, or 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, however, 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 4.A shall apply only to the extent of negligence of Grantee or its officers, employees, agents, and contractors, or any of them. In addition to and without limiting the foregoing indemnity, Grantee will indemnify, defend, and hold harmless Grantor and its officers, employees, agents, successors, and assigns, from and against any and all costs, liabilities, losses, and expenses (including but not limited to attorney fees) resulting from any claim, suit, action, demand, judgment, award, penalty, or proceeding arising out of or relating to Grantor's grant of this Easement, including any third-party claim of ownership, right, title, or interest in or to the Property or the Easement Area or both. The indemnities in this Section 4.A. have been the subject of specific negotiation between the Parties and these indemnities shall survive the expiration or termination of this Agreement.

B. GRANTOR INDEMNITY. Grantor shall defend, indemnify, and hold Grantee and its officials, officers, and employees harmless (except to the extent caused by the 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, or costs (including reasonable attorneys' 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, or 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, however, 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 4.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.

5. **RECORDING.** Grantee will 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.
6. **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.

7. **LIENS.** The Property, the Transit Way, and Grantee's light rail transit facilities are not subject to a claim of lien. In the event that the Property, including the Easement Area, becomes subject to any lien, charge, security interest, or similar financial encumbrance (collectively, "Liens") as a result of Grantee's acts or omissions within the Easement Area, Grantee must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In the event that the Property, including the Easement Area, becomes subject to a Lien that may adversely affect Grantee's light rail transit facilities as a result of Grantor's acts or omissions on the Property, including the Easement Area, Grantor must, within 30 days following the attachment of same, remove and discharge any and all such Liens. In either instance, the removing Party reserves the right to contest the validity or amount of any such Lien in good faith, provided that within 30 days after the filing of any such Lien, the removing Party discharges such Lien of record or records a bond that eliminates said Lien as an encumbrance against the Property. The Party responsible for removing any Lien(s) agrees to indemnify, protect, defend, and hold the other Party harmless from and against all liabilities, losses, damages, expenses, and costs (including reasonable attorney's fees and costs) incurred in connection with any such Liens, which indemnification shall survive the termination of this Easement.
8. **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: (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) shall comply with all environmental, health, and safety requirements imposed by the permitting jurisdictions or other governmental authorities, all Environmental Laws as defined in Paragraph B of this Section 8, and all other 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 defined herein). 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, chapter 70.105D RCW, 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 8.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 attorneys' 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 or 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 (chapter 70.105D RCW) 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.
9. **INSURANCE.** 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 and \$2,000,000 general aggregate, covering any claim, personal injury, or property damage, including coverage for contractual liability, arising in connection with the Property or the Easement Area; (b) business automobile liability coverage, including owned, hired, or non-owned, with a limit of not less than \$1,000,000 combined single limit; (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 and non-contributing with any insurance maintained by Grantor; (iii) contain a waiver of any rights of subrogation against Grantor; and (iv) 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 & NonContributory Endorsement, and Waiver of Subrogation Endorsement.

10. **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 Purchase and Sale Agreement, which Article is incorporated by this reference as if fully set forth herein.

11. **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 Purchase and Sale 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:

a. Each Party hereto is of equal bargaining strength;

- b. Each Party has actively participated in the drafting, preparation, and negotiation of this Easement;
 - c. 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;
 - d. Each Party and its counsel and advisors have reviewed this Easement, or had the opportunity to do so; and
 - e. Each Party has agreed to enter into this Easement following such review and the rendering of such advice.
12. **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 Department of Natural Resources and Parks
 201 South Jackson Street, Suite 700
 Seattle, WA 98104-3856
 Attn: Director, Parks and Recreation Division

If to Grantee:

Sound Transit Real Property Division
 Attn: Rhonda Thomsen
 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.

13. 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 as long as Grantee diligently and continuously attempts to do so;
- ii. Grantee makes a general assignment or general arrangement for the benefit of creditors;
- iii. 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) cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) 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;

- iv. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantee and is not dismissed within sixty (60) days;
- v. A trustee or receiver is appointed to take possession of all or substantially all of Grantee's assets; or
- vi. 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. Grantor makes a general assignment or general arrangement for the benefit of creditors;
- iii. 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) cured all defaults under this Easement and paid all sums due and owing under this Easement, and (iii) 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;
- iv. A petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Grantor and is not dismissed within sixty (60) days;
- v. A trustee or receiver is appointed to take possession of all or substantially all of Grantor's assets; or
- vi. 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 nondefaulting Party shall, in addition to all other remedies under this Easement or at law or at equity, have the right to specifically enforce the terms of this Easement. Except as set forth in Section 8.B.v, any Party seeking damages for a breach of this Easement shall have the right to recover only actual damages that 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.

14. EXHIBITS. The following Exhibits are attached to this Agreement and incorporated by this reference as if fully set forth herein:

EXHIBIT A: Legal Description of Property

EXHIBIT B: Legal Description of Easement Area

EXHIBIT C: Depictions of Easement Area

15. AUTHORITY TO EXECUTE. The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

SIGNATURE AND NOTARY BLOCKS APPEAR ON NEXT PAGES

IN WITNESS WHEREOF, Grantor and Grantee hereby execute this Easement Agreement as of the day and year below written. Dated and signed on this _____ day of _____, 2019.

Day

Month

Grantor: King County

By: _____

Its: _____

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: _____

Dated and signed on this _____ day of _____, 2019.
Day Month

Grantee: Central Puget Sound Regional Transit Authority

By: _____

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 said person
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the _____
_____ of CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY 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: _____

EXHIBIT A

ENTIRE PARCEL DESCRIPTION

RL-152B

TAX PARCEL NUMBER 112505-HYDR

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, CITY OF REDMOND, KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THAT 120-FOOT WIDE SAMMAMISH DRAINAGE (WATER) DISTRICT NO. 3 PARCEL LOCATED WITHIN THE CITY OF REDMOND, WASHINGTON PER THAT CITY OF REDMOND ANNEXATION ORDINANCE NO. 1881 (ANN 96-001), EFFECTIVE DATE APRIL 1, 1996.



9-26-2019

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT ③

RL-152B

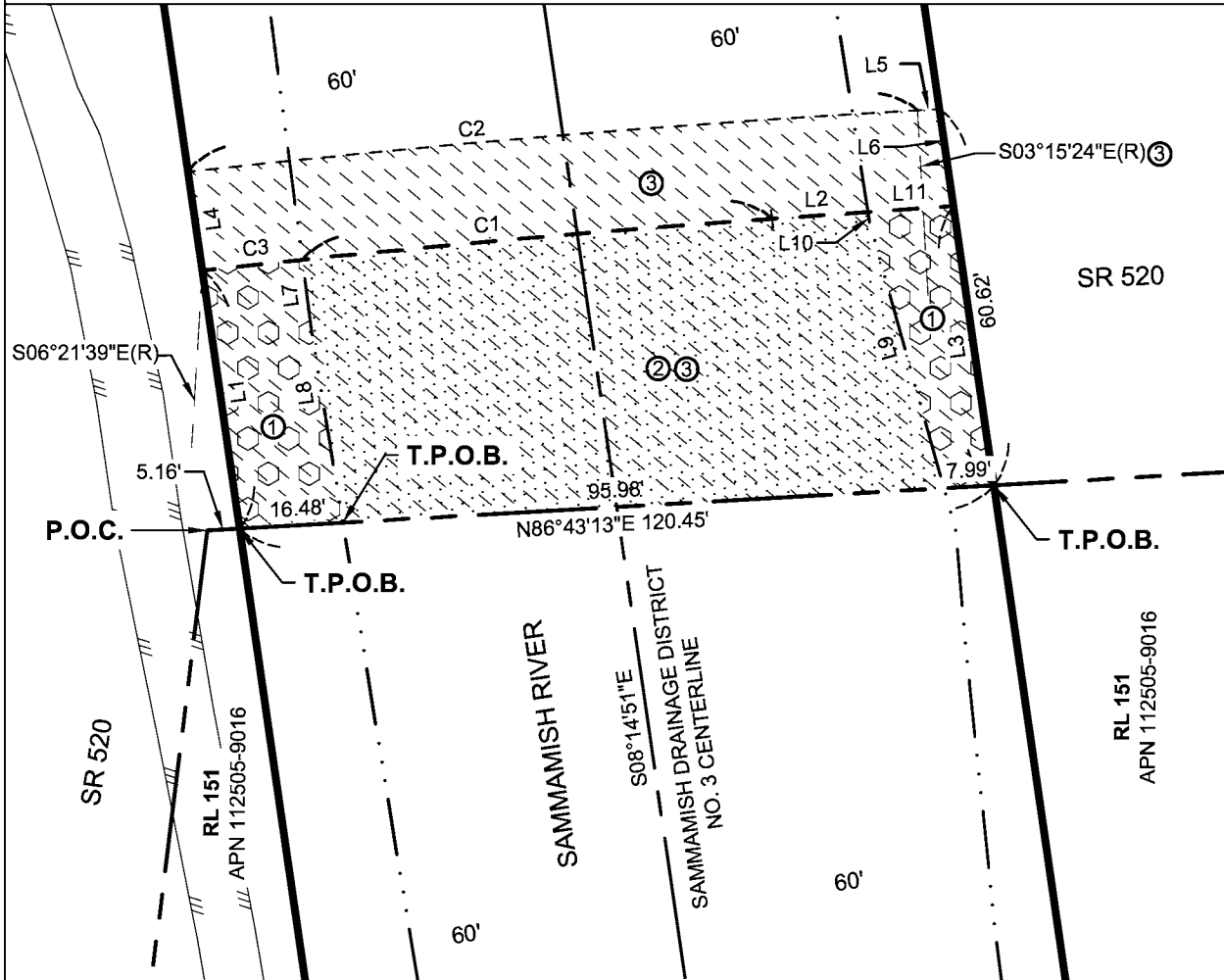
TAX PARCEL NUMBER 112505-HYDR

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EXHIBIT C
 TAX PARCEL NO. 112505-HYDR
 NE 1/4 OF THE SE 1/4, SECTION 11, T 25 N, R 05 E, W.M.



PERMANENT & TEMPORARY EASEMENTS



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	75.20	2237.05	1°55'33"
C2	116.75	2148.16	3°06'50"
C3	16.05	2237.05	0°24'40"

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	41.56	N08°14'51"W
L2	15.31	S85°58'34"W
L3	44.99	S08°14'51"E
L4	15.92	N08°14'51"W
L5	3.48	S86°43'16"W
L6	15.63	S08°14'51"E
L7	11.87	S07°24'12"E
L8	30.54	S09°17'18"E
L9	44.02	N15°36'32"W
L10	1.65	N08°56'39"W
L11	13.65	N85°58'34"E

LEGEND

		PARCEL BOUNDARY
① UPLAND ESMT AREA		RIGHT-OF-WAY LINE
		DRAINAGE DISTRICT CENTERLINE
② AERIAL ESMT AREA		PERMANENT EASEMENT LINE
		TEMPORARY EASEMENT LINE
③ TEMP. CONST. ESMT		ORDINARY HIGH WATER MARK
		EDGE OF PAVEMENT
	(R)	RADIAL BEARING
	Ⓢ	IDENTIFIER FOR AREA TABLE

SOUNDTRANSIT
Parametrix

0 30'
 1" = 30'

PAGE 1 OF 1

9-26-2019

PARCEL AREA: UNKNOWN
 ① UPLAND AREA: 1,164 SF
 ② AERIAL AREA: 4,084 SF
 ③ TEMP. CONST. EASEMENT: 7,153 SF

PARCEL MAP - RL 152B - SAMMAMISH RIVER

ASSESSOR NO.: 112505-HYDR DATE: 9-26-2019

OWNER: KING COUNTY

KING COUNTY, WA