



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 21, 2014

Ordinance 17911

Proposed No. 2014-0366.1

Sponsors Upthegrove

1 AN ORDINANCE authorizing the King County executive
2 to enter into an interagency agreement between King
3 County and the city of SeaTac regarding design,
4 construction, ownership, operation and maintenance of the
5 portion of Segment B of the Lake to Sound trail that is
6 within the city.

7 STATEMENT OF FACTS:

- 8 1. King County and the city of SeaTac are working collaboratively to
9 construct what is known as Segment B of the Lake to Sound trail, a
10 segment of trail along Des Moines Memorial Drive that will extend from
11 South Normandy Road in Burien to 156th Way in SeaTac.
- 12 2. Segment B will be a critical segment of the larger regional Lake to
13 Sound trail, extending from the southern end of Lake Washington to Puget
14 Sound as part of the transportation corridor, and will provide significant
15 recreational and health benefits to residents of cities and King County.
- 16 3. Under RCW 36.89.050, King County is authorized to construct a park
17 or recreational facility and transfer to a city the county's ownership interest
18 and operation and maintenance obligations for the facility, but only if the

19 city continues to use the facility for the same purposes or conveys other
20 equivalent facilities to King County in exchange thereof.

21 4. Following construction, King County will convey Segment B of the
22 trail to the city of SeaTac for long-term operation and management. The
23 city will own this facility and operate and maintain it for use by the
24 general public as a regional trail.

25 5. King County received one million four hundred sixty four thousand
26 seventy two dollars in Federal Highway Administration grant funds and is
27 also using county levy moneys, in accordance with Ordinance 15760, for
28 the design and construction of Segment B.

29 6. King County and the city have negotiated their respective rights, roles
30 and responsibilities regarding Segment B in this interagency agreement.

31 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

32 SECTION 1. The King County executive is hereby authorized to enter into an
33 interagency agreement between King County and the city of SeaTac, substantially in the
34 form of Attachment A to this ordinance, for the design, construction and transfer of

35 operations and maintenance of the Lake to Sound trail, Segment B, within city
36 boundaries.
37

Ordinance 17911 was introduced on 8/25/2014 and passed by the Metropolitan King County Council on 10/20/2014, by the following vote:


Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr.
Upthegrove
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 31 day of OCTOBER, 2014.



Dow Constantine, County Executive

RECEIVED
2014 OCT 31 PM 2:19
CLERK
KING COUNTY COUNCIL

Attachments: A Interlocal Agreement - King County and City of SeaTac

Attachment A

**INTERAGENCY AGREEMENT
BETWEEN KING COUNTY AND THE CITY OF SEATAC
TO DESIGN, CONSTRUCT, OPERATE AND MAINTAIN
LAKE TO SOUND TRAIL, SEGMENT B, WITHIN CITY BOUNDARIES**

This Interagency Agreement is made and entered into by and between King County, a political subdivision of the State of Washington (“the County”) and the City of SeaTac, a municipal corporation in the State of Washington (“the City”), regarding design, construction, ownership, operation and maintenance of the portion of Segment B of the Lake to Sound Trail that is within the City. The County and the City are collectively referred to as “the Parties”.

RECITALS

- A. The County and the Cities of Burien and SeaTac are working cooperatively to construct what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive that will extend from South Normandy Road in Burien to 156th Way in SeaTac.
- B. Segment B will be a critical segment of the larger Regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the cities and the County.
- C. The portion of Segment B within the City of SeaTac (“the Project”) will be located substantially within the street right of way for Des Moines Memorial Drive, owned by the City. It will also include an off-site mitigation area in Des Moines Creek Park, owned by the City, as well as an area leased from the Washington State Department of Transportation (WSDOT), and several easement areas.
- D. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County’s ownership interest in, and the operation and maintenance obligations for, that facility provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.
- E. The County has received \$1,464,072 in Federal Highway Administration grant funds and is also using County levy monies, pursuant to King County Ordinance 15760, for the design and construction of Segment B.
- F. After construction, the County wishes to convey Project Improvements, and the City is ready, willing and able to own, Operate and Maintain the Project for use by the general public as a Regional Trail, for the benefit of both City and County residents.

G. The Parties intend by this Agreement to establish their respective rights, roles and responsibilities related to the Project.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties mutually agree as follows:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply.

1.1 Contract means the public works contract entered into between the County and its Contractor for construction of Segment B.

1.2 Contractor means the individual, partnership, firm, corporation, or other entity with whom the County has entered into the Contract for construction of Segment B.

1.3 Final Acceptance means the date on which the County issues to the Contractor a written notice accepting the work under the Contract as complete.

1.4 Improvements means all physical aspects of the Project including, but not limited to, the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage except for signs installed by the County under paragraph 7.1(c) of this Agreement, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railing, retaining walls, rebar, wire fabric, and landscaping, including replacement elm trees and other vegetation planted on or off site for mitigation purposes.

1.5 Ninety Percent (90%) Design Drawings means the ninety percent design drawings and specifications for Segment B prepared on behalf of the County by Parametrix, Inc., dated April 2013.

1.6 Notice to Proceed means the written notice from the County to the Contractor authorizing and directing the Contractor to proceed with the construction of Segment B.

1.7 Operate and Maintain or Operation and Maintenance means any and all actions necessary to keep the trail and any related Improvements open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation, and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the

trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

1.8 Permit(s) means any or all federal, state, and local government permits, licenses or other regulatory approvals needed for Segment B; and a proprietary construction permit from WSDOT to construct a portion of Segment B on property within WSDOT right of way at South 165th Street along State Route 509. The term "Permits" does not include a lease from WSDOT.

1.9 Project means the portion of Segment B within the boundaries of the City, including but not limited to the stream buffer and wetland buffer mitigation area within Des Moines Creek Park, the Landscape and Slope easements on Port of Seattle property, and the area leased by the City from WSDOT.

1.10 Property means the Right of Way Property and the real property depicted on plan sheets MP-1, MP-3 and MP-4 of the Ninety Percent (90%) Design Drawings needed for wetland buffer and stream buffer mitigation in Des Moines Creek Park.

1.11 Regional Trail means a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, horseback riding, and other nonmotorized uses are allowed, which provides recreational opportunities and enhances regional mobility.

1.12 Right of Way Property means the real property within the right of way for Des Moines Memorial Drive legally described in **Exhibit A**.

1.13 Segment B means the design, public involvement, environmental review, permitting, construction, ownership, Operation and Maintenance of a Regional Trail extending along the east side of Des Moines Memorial Drive from the intersection at South Normandy Road to the intersection at 156th Street; an area identified for wetland buffer and stream buffer mitigation in Des Moines Creek Park, owned by the City of SeaTac; and a wetland mitigation area near South 176th Street on property owned by the City of Burien. Segment B also includes acquisition of a permanent wall easement on two parcels south of South 168th Place; Landscape and Slope Easements on property owned by the Port of Seattle and located just north of State Route 509; temporary construction easements, and agreements to rebuild driveways. Segment B shall also include acquisition and maintenance by the City of a trail lease from WSDOT for property within WSDOT right of way at South 165th Street along State Route 509 in the City of SeaTac. The approximate boundaries of Segment B are shown in **Exhibit B**, and are more specifically identified in the Ninety Percent (90%) Design Drawings.

1.14 Substantial Completion means the stage in the progress of the work under the Contract where the County has full and unrestricted use and benefit of the facilities for the purpose intended, both from the operational and safety standpoint, all the initial plantings are completed, all the systems and parts of the Contract work are functional, utilities are connected and operate normally, and only minor incidental work,

replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains to complete all Contract requirements.

2. DESIGN & PERMITTING

2.1 Design. The County has provided the City with the Ninety Percent (90%) Design Drawings, which the City has reviewed and hereby accepts, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for Segment B, obtaining the necessary input and approval from WSDOT, and constructing the trail according to the WSDOT-approved design, including changes in scope as described in Paragraph 6.7.

2.2 The County shall provide the City with a copy of the plans and specifications to be advertised for bid, and an electronic file of the Contract documents.

2.3 Permitting and Environmental Review. The County shall be the lead agency for Segment B under the State Environmental Policy Act (SEPA) and shall apply, or require its Contractor to apply, for all Permits. To the extent the City's signature on applications or other involvement, as the owner of the real property on which the Project is being constructed, is required, the City agrees to cooperate with the County and/or its Contractor and take all necessary actions to obtain the Permits. The County shall be responsible for the monitoring, reporting, and any required corrective actions for wetland buffer and stream buffer mitigation associated with the Project for the length of time required by any Permit. For any other Permit requirement that imposes obligations on the owner of the real property or that contains conditions that will extend past the date of Final Acceptance, including but not limited to ongoing monitoring and maintenance obligations, the City shall be the named permittee and shall be responsible for those conditions.

2.4 City Permits. With respect to any Permits required for the Project from the City, the City agrees, as part of its funding contribution to the Project, to waive or pay any and all fees or other charges associated with the application, review, processing and appeal of the Permits.

3. ACCESS & ENCROACHMENTS

3.1 The City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County with the following access rights to the City's real properties:

(a) The non-exclusive right and license to enter onto real properties of the City to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of design, permitting and construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Agreement, and continue until Final Acceptance.

(b) The exclusive right and license to enter onto, and take actions on, real properties of the City necessary for construction of the Project and completion of the Contract. This right and license shall begin upon the County's issuance of the Notice to Proceed and continue until Final Acceptance. This right and license shall not be exclusive of the City's right to enter the properties for the purposes of inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that the City's entry onto the property shall not impair, impede or delay construction of the Project.

(c) The non-exclusive right and license to enter onto Des Moines Creek Park and take actions necessary to fulfill the County's post-construction wetland and stream buffer monitoring, reporting, and corrective action obligations under Paragraph 2.3. This right of entry shall begin upon Final Acceptance and continue in effect until the County's obligations under Paragraph 2.3 have been fully completed.

(d) The access rights set out in Paragraphs 3.1(a-c) are irrevocable during their respective terms, and are not subject to modification by the City through Permits or otherwise without the express written agreement of the County.

3.2 The County shall provide the City with a list of encroachments, improvements or other structures ("Encroachments") known by the County to be on City property that are within the boundaries of construction of the Project or will interfere with construction of the Project. The City shall take all actions necessary to remove all Encroachments prior to the date the County issues the Notice to Proceed, including any Encroachments not known by the County. Any Encroachments that the City does not intend to be disposed of (for example, Encroachments that will be salvaged or impounded) must be removed by the City. If the City wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on behalf of the City, the City shall provide the County with written notice specifically describing any such Encroachments no later than 30 days prior to the date the County advertises the Contract for bid.

3.3 The City hereby represents and warrants to the County that it holds fee simple title to the Property; that it has the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the County's or the City's ability to perform their respective obligations under this Agreement.

3.4 If the County's Contractor removes Encroachments in accordance with the City's direction under Paragraph 3.2, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments.

4. UTILITY RELOCATION

4.1 Overhead Electrical. The City shall require Puget Sound Energy (PSE) and Seattle City Light (SCL) to remove, relocate and replace (hereafter collectively “relocate”) their respective overhead electric transmission and distribution systems within the area of the Project in accordance with the County’s final design plans and specifications described in Paragraph 2.1, except for that portion of SCL’s system that will be undergrounded. The City shall provide timely notice to PSE and SCL of these relocation requirements, timely review applications, issue permits, and take all other actions necessary to ensure that relocation is accomplished in a timely manner that does not delay the Project and is in accordance with the project construction schedule developed by the County. Except to the extent the County has agreed in separate authorized and fully executed agreement with PSE to pay a portion of PSE’s costs of pole relocation, the City shall be responsible for payment of, and/or for ensuring that SCL and PSE pay for, all costs of relocation under this Paragraph 4.1.

4.2 Underground Relocation of Utilities and Streetlight System. The City and County will comply with the agreement reached with SCL for undergrounding of a portion of SCL’s electric transmission and distribution system and for removing and relocating the street light system, attached as **Exhibit C**.

4.3 Other Utilities. For any other utilities, including but not limited to water, telecommunication lines, and gas, that need to be moved, the City shall provide timely notice to the utility provider of the relocation requirements, timely review applications and issue permits, and take all other actions necessary to ensure that relocation is accomplished in a timely manner that does not delay the Project and is in accordance with the project construction schedule developed by the County.

5. EASEMENTS AND LEASE

5.1 Landscape and Slope Easement(s). The County shall use its reasonable best efforts to obtain one or more permanent, non-exclusive easements from the Port of Seattle to plant and maintain elm trees on property owned by the Port of Seattle located just north of State Route 509 (Landscape Easement) and to accommodate an area where the trail edge slopes onto Port property (Slope Easement).

5.2 WSDOT Lease. The City shall use its reasonable best efforts to obtain, and shall maintain and comply with, a trail lease from WSDOT that allows the County and its Contractor and other agents to design and construct Segment B as a Regional Trail on WSDOT right of way for State Route 509 in accordance with this Agreement, and that allows the City to Operate and Maintain the Project in accordance with the obligations and requirements of this Agreement, and that is in all other respects consistent with the terms of this Agreement (WSDOT Lease).

6. CONSTRUCTION

6.1 The County shall be responsible for construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the construction of the Project.

6.2 The County shall advertise the Contract in the official legal publication for the County and if necessary other publications, consistent with applicable laws and regulations.

6.3 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically two to three weeks after the bid is advertised. The City may attend the opening of the bids.

6.4 The County shall award the Contract to the lowest responsible bidder for Segment B, subject to applicable laws and regulations.

6.5 The County shall require that the City be included as an additional insured on all of the Contractor's insurance policies, and that the City is included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the County.

6.6 The City may furnish an inspector, at the City's sole expense, to monitor compliance with the Contract plans and specifications during the construction of the Project. The City's inspector shall advise the County in writing of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the Contract plans and specifications and City's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. The City's inspector shall also provide a written description of the remedy the inspector believes is necessary for each deficiency cited. The County shall, in its sole discretion, decide if there are deficiencies as identified by the City's inspector and whether action is necessary to resolve them. The City's inspector shall not have any authority to direct the work of the Contractor and shall not communicate directly with or instruct the Contractor, or any subcontractor, directly on any matters.

6.7 The County will hold weekly construction meetings with its Contractor. The City, at its option, may have its inspector attend the meetings. The City may provide the County with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the County's approval.

6.8 The County shall update the City on its progress in constructing the Project in its weekly construction meetings.

6.9 After the Contractor notifies the County in writing that Segment B is substantially complete, the Parties shall perform a mutual inspection of the Project. The

City may provide a written deficiency list to the County within five (5) working days after this inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet number or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited.

6.10 The County shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the County provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the County that all physical work required by the Contract is complete, the Parties shall perform a mutual final inspection of the Project. The City may provide a written deficiency list to the County within five (5) working days after the final inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited. Final Acceptance of the Project shall be by the County, in its sole discretion.

6.11 The County represents to the City that it will require its Contractor in performing work under the Contract to comply with all applicable rules, regulations, statutes and ordinances.

6.12 The County will administer and enforce all warranties in the Contract up until assignment of the warranties to the City pursuant to Paragraph 7.2(e).

7. PROJECT CLOSEOUT, OWNERSHIP, & LONG-TERM OBLIGATIONS

7.1 Within thirty (30) days of the date of Final Acceptance, the Parties shall perform the following obligations.

(a) The Parties shall execute and the City shall record the Restrictive Covenant in substantially the form set forth in **Exhibit D**, which covenant shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce the Restrictive Covenant both as a matter of contract and as a real property interest. The Parties further agree that Segment B is a critical segment of the larger Regional Lake to Sound Trail, that there are no equivalent facilities within the County that would serve the same purpose, and that recording of the Restrictive Covenant is essential to fulfilling the obligations of RCW 36.89.050.

(b) The Parties shall jointly undertake all actions necessary to transfer to the City all Permits for the Project that have not expired or terminated, and for which the City is not already the named permittee.

(c) The Parties shall execute and record a permanent non-exclusive easement in favor of the County to construct, inspect, reconstruct, maintain and repair no less than five (5) and no more than twenty (20) signs on Right of Way Property providing information to the public concerning the Lake to Sound Trail (“Permanent Sign Easement”) in substantially the form set forth in **Exhibit E**. The number of signs and precise location of the Permanent Sign Easement shall be agreed to by the Parties. The City shall not impose on the County any fee or other charge for the Easement.

7.2 Within sixty (60) days of completion of the obligations in Paragraph 7.1, the County shall perform the following obligations:

(a) Assign and quitclaim to the City, in substantially the form set forth in **Exhibit F** all of the County’s right, title and interest in the Landscape and Slope Easement(s), including transfer of the County’s right, title and interest in the Project Improvements constructed on or within the easement areas.

(b) Deliver to the City project record drawings for Segment B;

(c) Collect and provide to the City a copy of the warranties and other information and materials in the County’s possession that relate to the use, operation and maintenance of the Project Improvements ;

(d) Collect and provide to the City unconditional lien releases from the Contractor and all of its consultants, subcontractors and vendors;

(e) Execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of the City, with respect to the Project, except as provided in Paragraph 10.2;

(f) Assign to the City the County’s right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, except as provided in Paragraph 10.2; and

(g) Execute and record a quit claim bill of sale conveying to the City all of the County’s right, title and interest to the Project Improvements located on or within Right of Way Property and on or within the area leased by the City from WSDOT under Paragraph 5.2 as is, where is (“Bill of Sale”) in substantially the form set forth in **Exhibit G**.

7.3 The Project shall not be accessible and open to the public until the obligations in Paragraphs 7.1 and 7.2 have been fulfilled.

7.4 Upon delivery of the Bill of Sale, the City shall, at its sole expense, Operate and Maintain the trail and any related Improvements.

7.5 The City, as required by RCW 36.89.050, agrees that the Right of Way Property shall continue to be used in perpetuity for a Regional Trail and shall not be converted to a different use.

7.6 The City agrees that allowing the Right of Way Property to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

7.7 The City agrees that the Right of Way Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

7.8 The City agrees that it will not limit or restrict access to and use of the Right of Way Property by non-city residents in any way that does not also apply to city residents.

7.9 The City agrees that any and all user fees charged for use of the Right of Way Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.

7.10 The City agrees that it shall place the covenants in Paragraphs 7.5 through 7.9 in any deed transferring any portion of the Right of Way Property.

8. PROJECT FUNDING

8.1 The County shall provide funding for design and construction of the Project.

8.2 The City shall provide funding for all of the City's obligations or activities under or related to this Agreement, including but not limited to Permit review, construction inspection, other administration or implementation expenses, and long-term Operation and Maintenance of the Project.

9. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT

9.1 The County's obligations related to finalizing design, permitting and construction of the Project under Sections 2 through 6 of this Agreement, and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of Burien and executed by Burien and the County for the design,

construction, Operation and Maintenance of the portion of Segment B that is within the City of Burien.

(b) The County obtaining an executed and recorded wall easement on terms acceptable to the County.

(c) The County obtaining one or more executed and recorded Landscape and Slope Easements on terms acceptable to the County.

(d) The County obtaining all executed and recorded temporary construction easements and all agreements to rebuild driveways necessary for construction of Segment B on terms acceptable to the County.

(e) The County and/or its Contractor obtaining all Permits necessary for Segment B.

(f) The City obtaining, by no later than October 1, 2013, a fully executed WSDOT Lease, in accordance with Paragraph 5.2.

(g) The agreement concerning undergrounding of utilities, as referenced in Paragraph 4.2, being authorized and fully executed by the City, SCL and the County.

(h) Agreement with Puget Sound Energy concerning payment of pole relocation costs.

9.2 If the County, in its sole discretion, determines that the Project Conditions have not been satisfied, the County shall notify the City in writing, and neither party shall have any further rights or obligations under this Agreement and this Agreement shall terminate.

10. LIABILITY

10.1 Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the exercise of any right or obligation under this Agreement by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to

constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 10.1 modifies or limits in any way the City's obligations in Paragraph 3.4.

10.2 The County's obligations in Paragraph 10.1 terminate upon the date the County fulfills all its obligations in Paragraph 7.2 ("Closeout Date"), with the exception of Claims filed with the clerk of the County Council under King County Code (K.C.C.) 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010 prior to the Closeout Date or contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix, at the time of Final Acceptance of the applicable contract ("Reserved Claims"). If the County determines that Reserved Claims will exist at the Closeout Date, the County may, in its sole discretion, choose not to assign its contract warranties and/or its claims against the County's contractors under Paragraphs 7.2(e) and 7.2(f).

10.3 As of the Closeout Date, except for Reserved Claims, the City shall release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") arising out of, or in connection with, or incident to either Party's breach of any warranty under this Agreement or exercise of any right or obligation under this Agreement, and any and all Claims relating to or arising out of, in whole or in part and directly or indirectly, the Project. The City agrees that its obligations under this provision extend to any Claims brought by or on behalf of the County or any of its employees, or agents. The City expressly agrees that its duty to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees under this paragraph includes negligent acts or omissions which are concurrent, contributory, or both by the County. However, to the extent this Agreement is construed to be subject to RCW 4.24.115, the City's duties under this paragraph will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11. INSURANCE

11.1 Each Party shall maintain for the duration of each Party's liability exposures under this Agreement insurance, as described in paragraphs 11.2 and 11.3, against claims for injuries to persons or damage to property which may arise from or in

connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

11.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County's self-insurance program meets the requirements of paragraph 11.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

11.3 The City of SeaTac shall procure and maintain:

(a) **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**, \$3,000,000 combined single limit per occurrence, and for those policies with aggregate limits, a \$3,000,000 aggregate limit.

(b) The County, its officers, officials, employees, agents and consultants are to be covered as additional insureds for a period of three (3) years after the Closeout Date.

12. EFFECTIVE DATE/DURATION

12.1 This Agreement shall be effective upon signature by both Parties.

12.2 Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement.

13. AUDITS AND INSPECTIONS

13.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 9.2, any of either Party's records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

14. NOTICE

14.1 Any notice provided for herein shall be sent to the respective Parties at:

King County:

City:

<p>King County:</p> <p>Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104</p> <p>With a copy to:</p> <p>King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104</p>	<p>City of SeaTac:</p> <p>Kit Ledbetter SeaTac Parks and Recreation Director 4800 South 188th Street SeaTac, WA 98188</p> <p>With a copy to:</p> <p>SeaTac Legal Department 4800 South 188th Street SeaTac, WA 98188</p>
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15. MISCELLANEOUS PROVISIONS

15.1 Waiver. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

15.2 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for implementation of the Project, and weather conditions.

15.3 Joint Drafting Effort. This Contract shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

15.4 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party

15.5 Exhibits. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

15.6 Entire Agreement. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

15.7 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

15.8 Relationship of the Parties. The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

15.9 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.

15.10 Survivability. The provisions of Paragraph 3.4 and Section 10 shall survive termination of this Agreement.

15.11 Authority. Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

Exhibits

- Exhibit A: Legal Description of Right of Way Property
- Exhibit B: Figure of Segment B
- Exhibit C: Memorandum of Agreement between the City of Seattle, City of SeaTac and King County Department of Natural Resources Regarding the Des Moines Memorial Drive Electric Utility Undergrounding Conversion Project
- Exhibit D: Trail Restrictive Covenant
- Exhibit E: Permanent Sign Easement
- Exhibit F: Quit Claim and Assignment of Easement
- Exhibit G: Quit Claim Bill of Sale

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date last written below.

KING COUNTY

CITY OF SEATAC

for

Dow Constantine
King County Executive

Todd Cutts
City Manager

Date

Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy Prosecuting Attorney

City of SeaTac
Legal Department

Date

Date

Exhibit A
Legal Description

301 4

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH 01°36'10" WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING SOUTH 01°36'10" WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;
 THENCE ALONG SAID SOUTH LINE, NORTH 88°38'57" WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
 THENCE ALONG SAID EAST LINE, SOUTH 32°01'08" WEST, A DISTANCE OF 157.75 FEET;
 THENCE SOUTH 57°58'52" EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH 32°01'08" WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°58'19", A DISTANCE OF 204.97 FEET;
 THENCE NORTH 70°57'11" WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 70°57'11" EAST;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°44'03", A DISTANCE OF 107.58 FEET;
 THENCE SOUTH 16°31'32" WEST A DISTANCE OF 136.13 FEET;
 THENCE SOUTH 12°18'46" WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;
 THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH 18°27'47" WEST, A DISTANCE OF 5.37 FEET;
 THENCE NORTH 09°43'40" WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
 THENCE ALONG SAID BACK OF CURB, NORTH 12°21'47" EAST, A DISTANCE OF 25.91 FEET;
 THENCE NORTH 14°27'46" EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;
 THENCE SOUTH 77°41'14" EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;
 THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH 12°18'46" EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;
 THENCE NORTH 77°41'14" WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;
 THENCE ALONG SAID BACK OF CURB, NORTH 12°20'34" EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH 12°16'33" EAST, A DISTANCE OF 254.03 FEET;
 THENCE NORTH 12°30'05" EAST, A DISTANCE OF 397.65 FEET;
 THENCE NORTH 13°24'34" EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°40'32", A
 DISTANCE OF 238.32 FEET;
 THENCE NORTH 27°05'06" EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'59", A
 DISTANCE OF 88.00 FEET;
 THENCE NORTH 32°08'05" EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 89.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°52'32", A
 DISTANCE OF 91.97 FEET;
 THENCE SOUTH 88°59'23" EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
 BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
 WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
 SAID SECTION 20;
 THENCE NORTH 01°03'50" EAST ALONG THE EAST LINE OF SAID SOUTHWEST
 QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
 EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 01°03'50" EAST, A DISTANCE OF 43.56 FEET A POINT
 ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
 THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
 CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
 NORTH 69°22'31" WEST;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'39", A
 DISTANCE OF 266.20 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 21.40 FEET;
 THENCE NORTH 88°56'10" WEST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 254.44 FEET;
 THENCE NORTH 02°45'01" WEST, A DISTANCE OF 105.23 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
 LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
 PLACE;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°21'51", A
 DISTANCE OF 31.57 FEET;
 THENCE NORTH 73°25'41" EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
 A DISTANCE OF 16.40 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
 THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
 THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
 THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
 THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
 THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

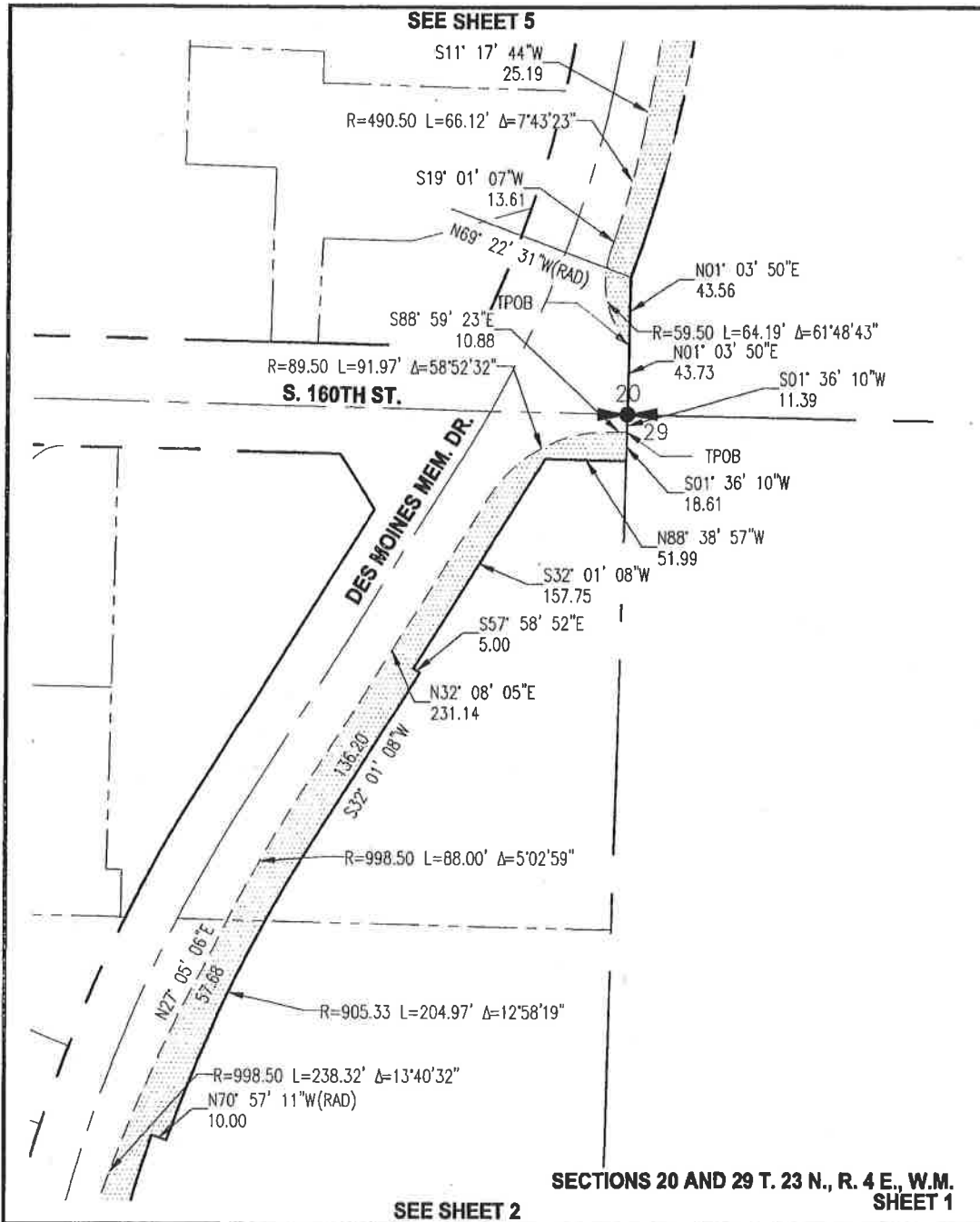
COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

THENCE NORTH $01^{\circ}01'53''$ EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 37.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $97^{\circ}05'38''$, A
 DISTANCE OF 63.55 FEET;
 THENCE SOUTH $81^{\circ}52'29''$ EAST, A DISTANCE OF 8.17 FEET;
 THENCE LEAVING SAID BACK OF CURB, SOUTH $08^{\circ}07'31''$ WEST, A DISTANCE OF
 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
 THENCE NORTH $88^{\circ}34'19''$ WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF
 DES MOINES MEMORIAL DRIVE;
 THENCE ALONG SAID EAST LINE, SOUTH $00^{\circ}53'48''$ EAST, A DISTANCE OF 204.62
 FEET;
 THENCE SOUTH $88^{\circ}56'20''$ EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH $01^{\circ}03'50''$ WEST, A DISTANCE OF 95.00 FEET;
 THENCE NORTH $88^{\circ}49'00''$ WEST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH $01^{\circ}03'50''$ WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A
 RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST
 LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH
 PLACE;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $95^{\circ}16'51''$, A
 DISTANCE OF 41.57 FEET;
 THENCE LEAVING SAID NORTH LINE, SOUTH $00^{\circ}51'12''$ EAST, A DISTANCE OF 10.00
 FEET TO THE TRUE POINT OF BEGINNING.

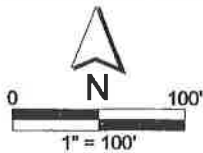
SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS



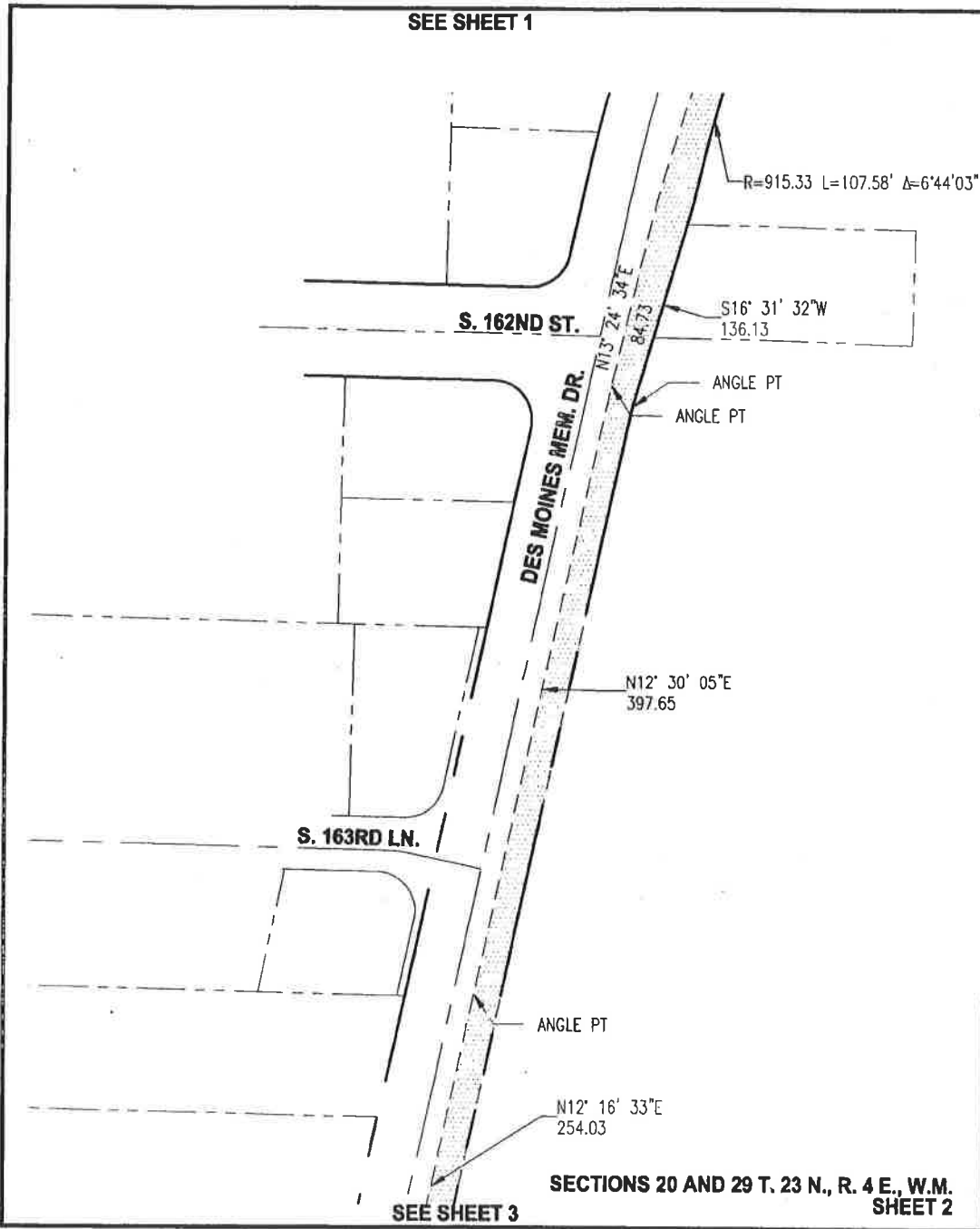
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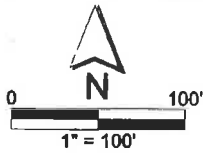
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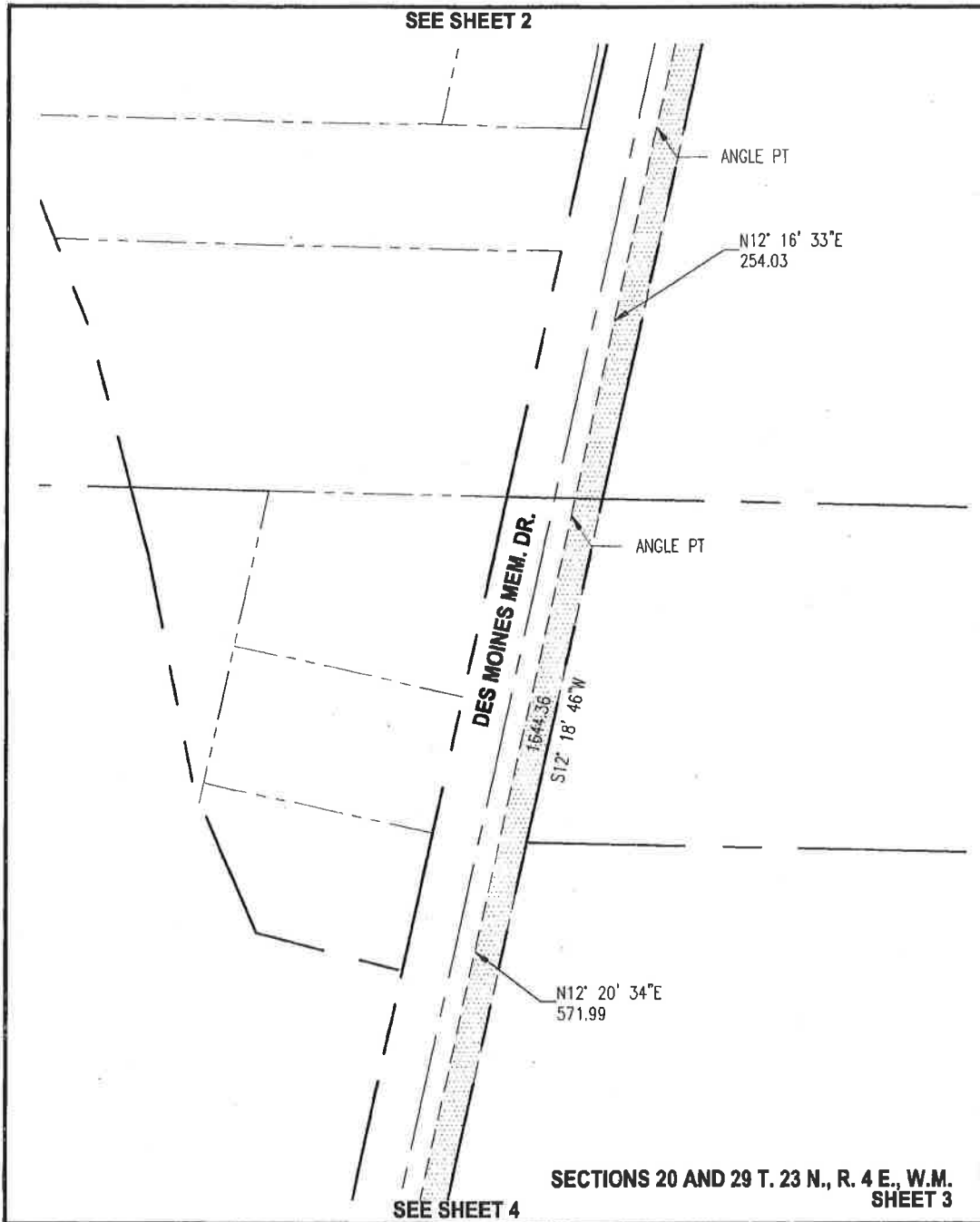
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



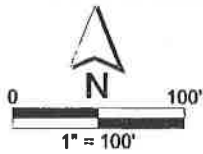
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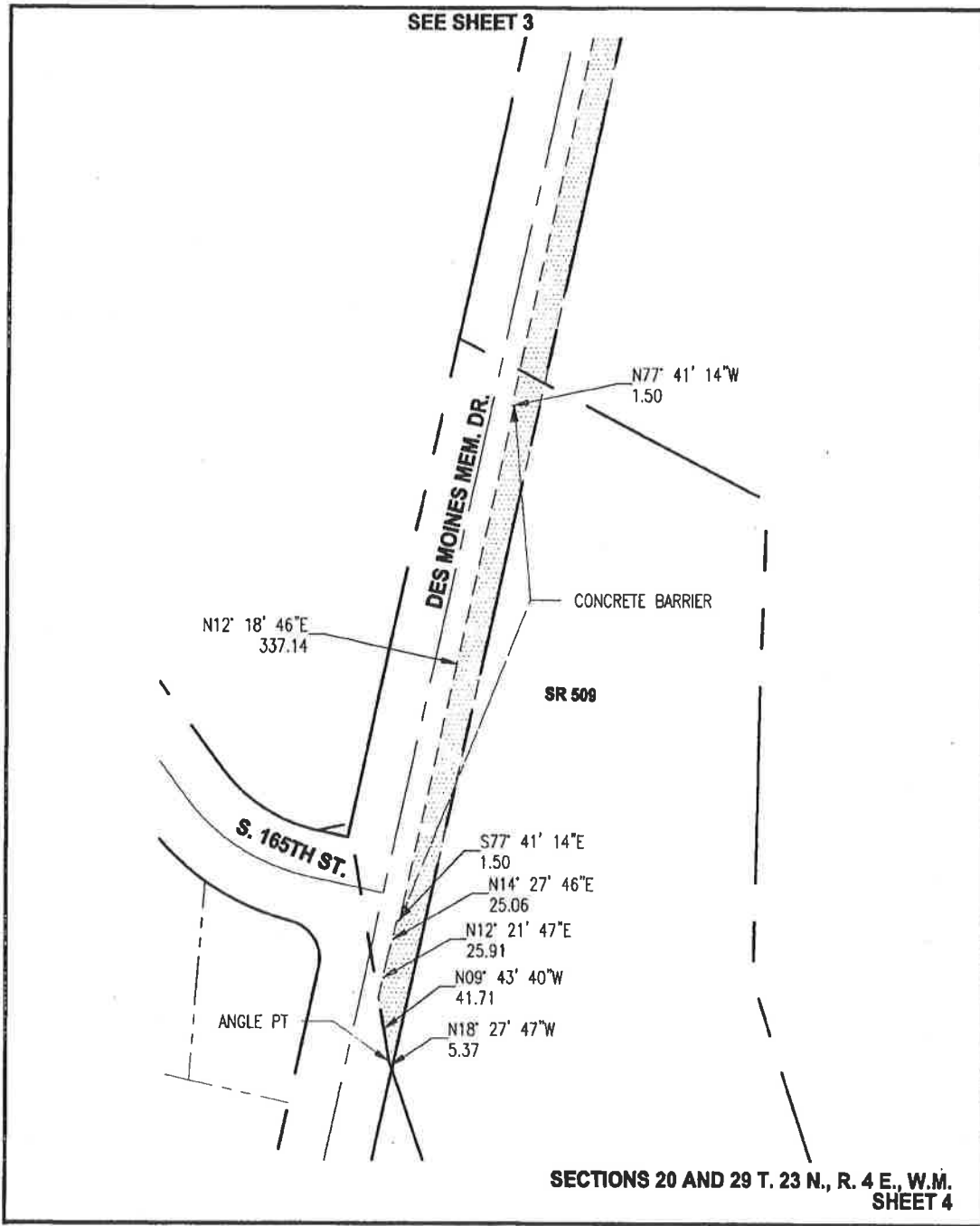
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LEGAL DESCRIPTION
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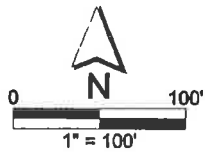
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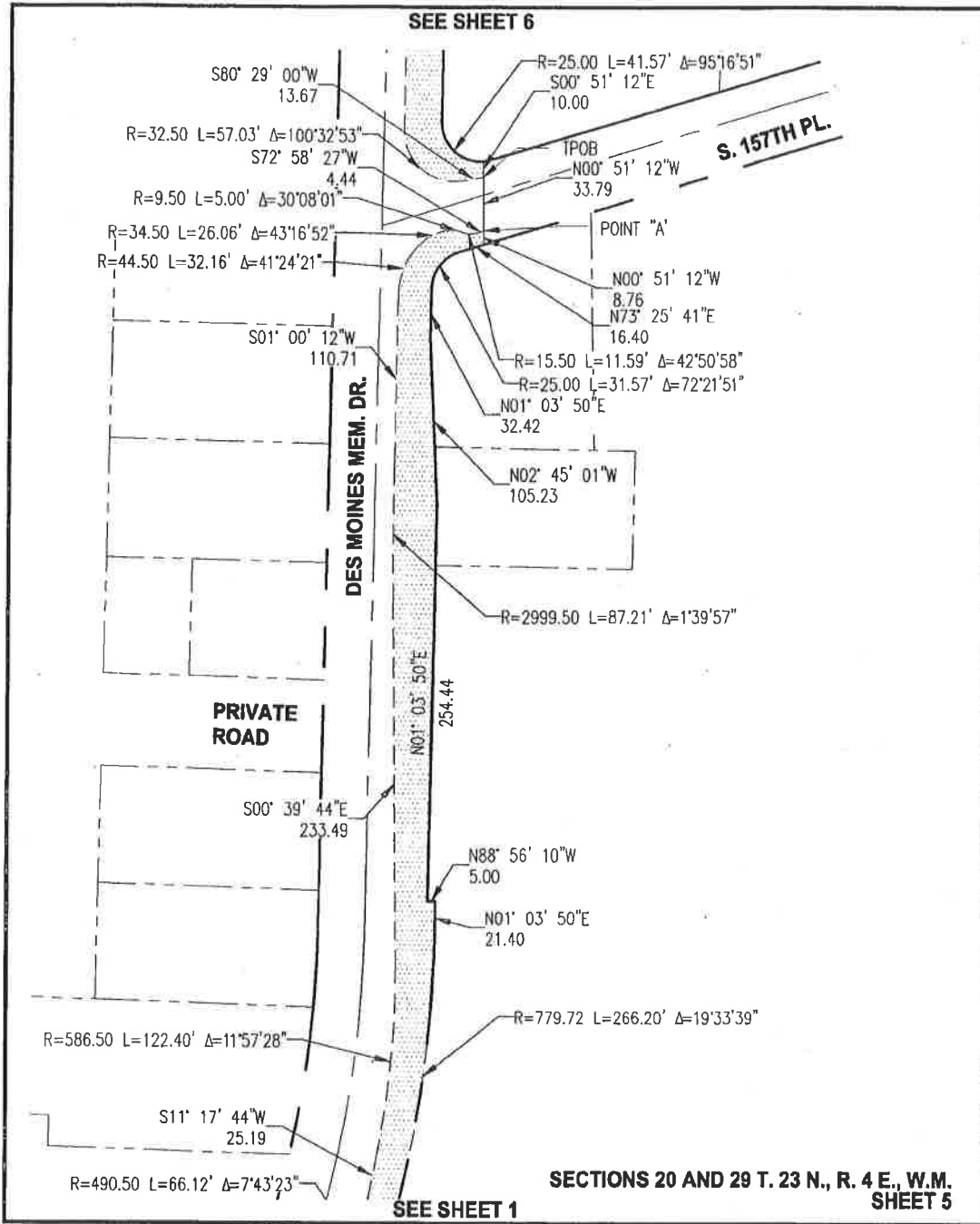
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LEGAL DESCRIPTION
EXHIBIT**



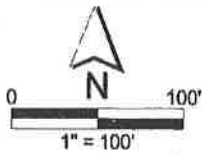
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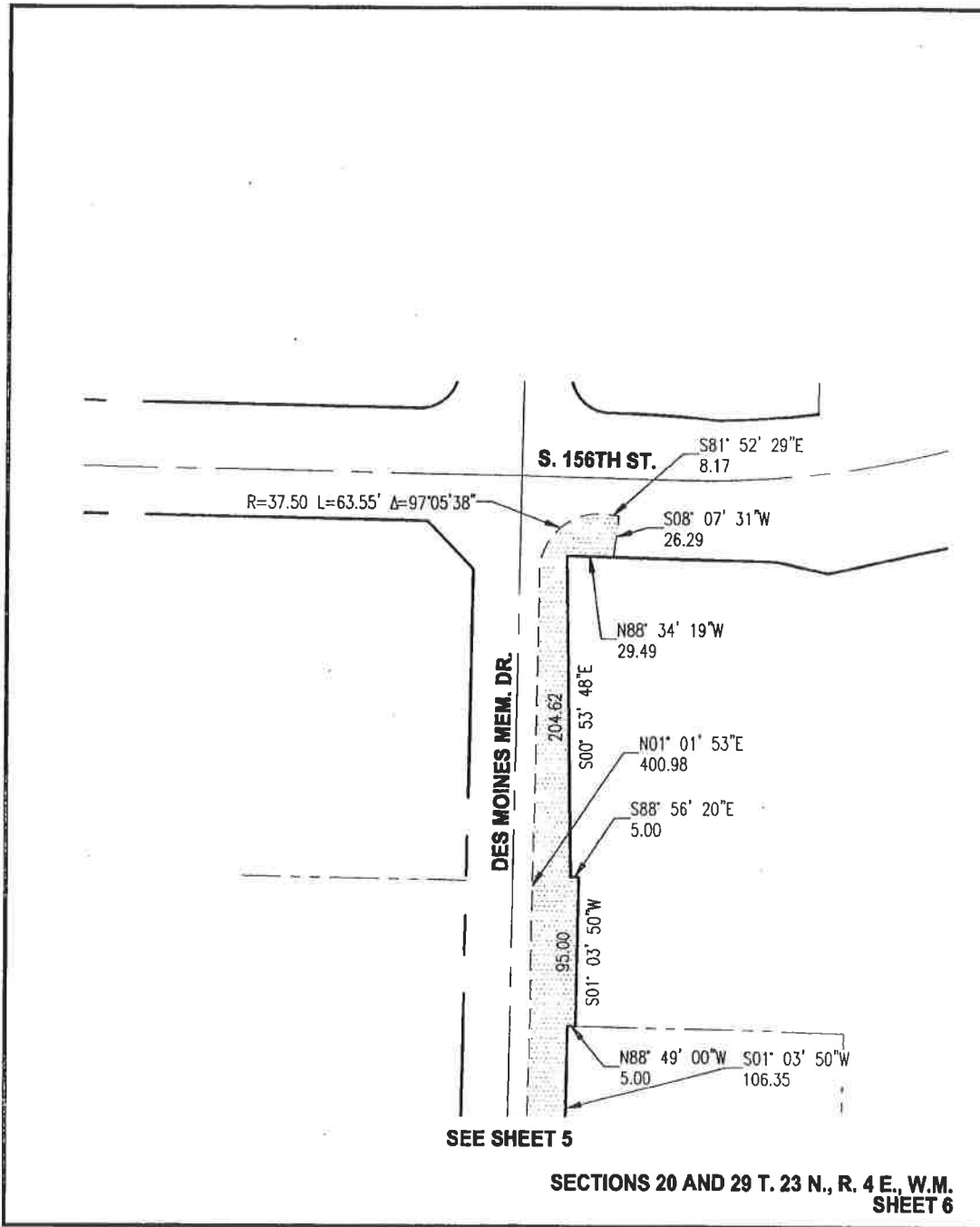
LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



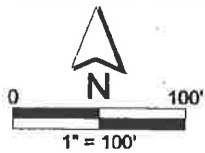
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**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

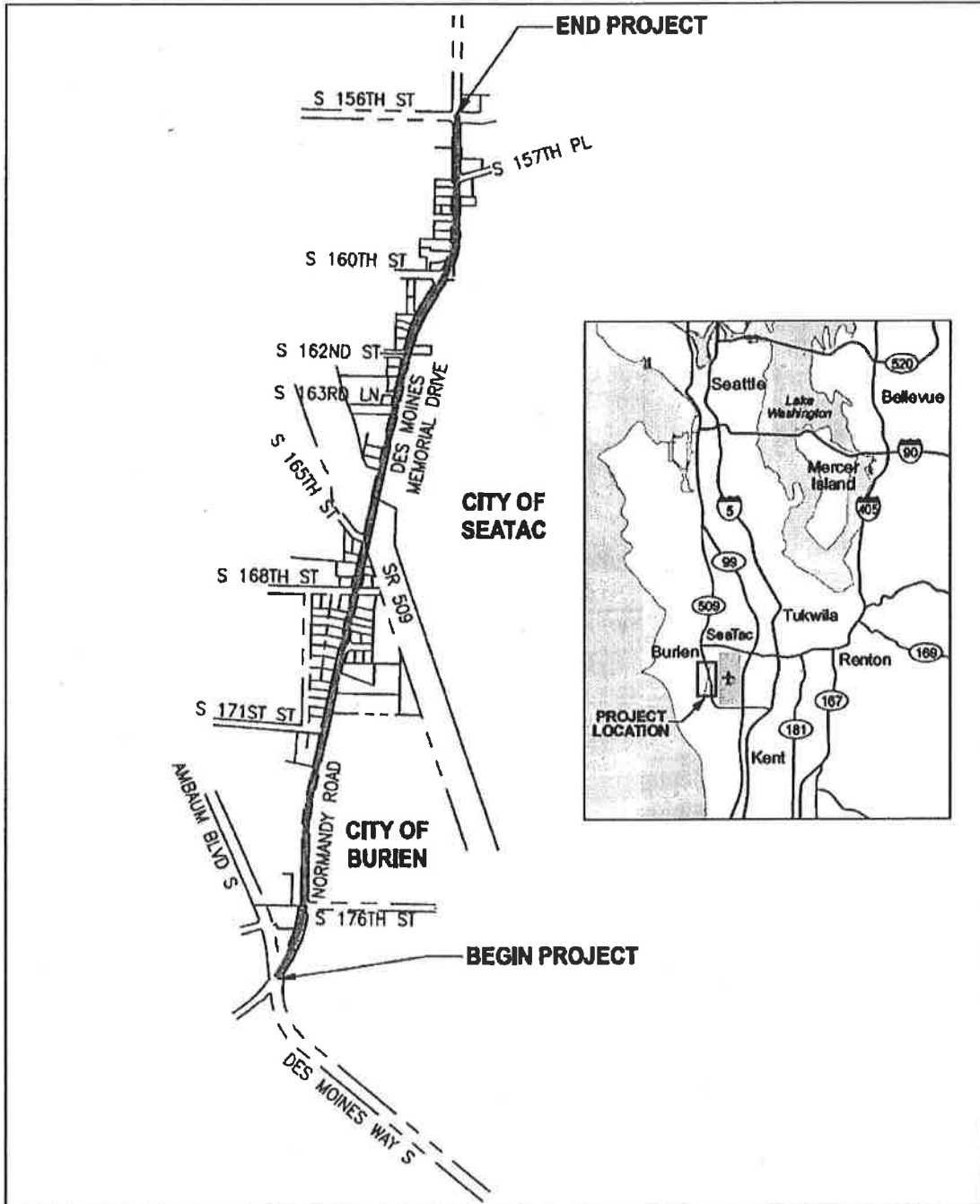


Parametrix DATE: April 21, 2014 FILE: BL5641621084SV-SEATACLEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

Exhibit B



MEMORANDUM OF AGREEMENT

**City of Seattle
City of SeaTac
King County Department of Natural Resources and Parks
Agreement Regarding the Des Moines Memorial Drive
Electric Utility Undergrounding Conversion Project**

This Memorandum of Agreement (the "Agreement") by and between the City of Seattle by and through its Seattle City Light Department ("City Light"), a municipal corporation located at 700 Fifth Avenue, Suite 3200, PO Box 34023, Seattle, WA 98124, the City of SeaTac ("SeaTac"), and King County Department of Natural Resources and Parks ("KCDNRP") (hereafter collectively "the Parties") sets forth terms for the design and construction of an underground electrical distribution system on the Des Moines Memorial Drive corridor between South 156th Way and South 157th Street, SeaTac, WA.

WHEREAS, the City of SeaTac and King County have entered into an interagency agreement ("Interagency Agreement") in which KCDNRP agreed to design and construct, and then transfer to SeaTac, a portion of what is known as Segment B of the larger regional Lake to Sound Trail;

WHEREAS, the Parties agree that construction of Segment B of the Lake to Sound Trail (the "Segment B Project") necessitates relocation of existing City Light overhead electrical distribution facilities along Des Moines Memorial Drive from South 156th Way to South 159th Street (the "Conversion Area", as defined more specifically in this Agreement);

WHEREAS, City Light currently operates its electrical distribution system facilities in streets and rights-of-way under a Franchise Agreement with SeaTac pursuant to City of SeaTac Ordinance No. 99-1043 (the "Franchise Agreement"), and the Parties recognize that Segment B Project will be improved by a partial undergrounding of City Light's electrical distribution system within SeaTac's street right-of-way in the Segment B Project area ; and

WHEREAS, City Light, SeaTac, and KCDNRP intend through this Agreement to create a detailed process for cooperation and coordination in the design, estimating, scheduling and construction of the undergrounding Conversion Project through its completion in the most efficient manner;

WHEREAS, the Parties recognize that construction of Segment B will also require above-ground relocation of a portion of City Light's electrical distribution system; any aboveground relocation is governed by the franchise agreement between City of SeaTac and Seattle City Light, SeaTac ordinance 99-1043.

1. General Principles

- 1.1 Incorporation of Recitals: City Light, KCDNRP, and SeaTac agree that the above recitals are true and accurate and are incorporated in this Agreement as though fully set forth herein.
- 1.2 This Agreement is not intended to amend or circumvent the Franchise Agreement between SeaTac and City Light nor the Interagency Agreement between SeaTac and King County.
- 1.3 KCDNRP has contracted with the firm Parametrix, Inc. (the "Consultant") to design Segment B, and the County will provide City Light with the Ninety Percent (90%) PS&E for review. The consultant will prepare the civil infrastructure, service connections on private property, and street lighting design.

- 1.4 The Parties expect that the Conversion Project and replacement of the Streetlight System will be within the existing SeaTac street right-of-way. No property rights, acquisitions or permanent easements are anticipated. In the event that an easement, temporary or permanent, is needed for work to be performed under this Agreement, the City of SeaTac in coordination with KCDNRP will be responsible for negotiating and obtaining any such easement for KCDNRP or City Light.
- 1.5 Lighting System:
- 1.5.1 A new architectural style Streetlight System will be installed by KCDNRP. This system will be initially owned by King County and it is anticipated that ownership will transfer to SeaTac at completion of the project. KCDNRP will coordinate with City Light to establish metered electrical service for this system. SeaTac shall be responsible for providing, or obtaining, on-going maintenance and paying City Light for electrical service to operate the Streetlight System.
- 1.5.2 City Light shall remove the streetlights specified in the One Hundred Percent PS&E and City Light-owned poles as part of the overhead removal process. City Light will not provide temporary street lighting during construction. City Light will provide power for temporary street lighting that has been approved by the City Light inspector, through a service request.
- 1.6 City Light will design the Underground Electrical System based on the KCDNRP's civil design for the Segment B Project. City Light will install the Underground Electrical System with its own work force, within the Civil Infrastructure that will be constructed by KCDNRP's contractor. City Light will provide necessary service connections.
- 1.7 Notice to Contractors: KCDNRP understands that relocation of overhead power lines to underground along a busy arterial such as Des Moines Memorial Drive is a complex process. A certain amount of field engineering is normal with a corresponding need to adjust design, schedules and costs. KCDNRP will take steps to inform the bidders for KCDNRP's public works contract for construction of Segment B of these considerations. KCDNRP and City Light will coordinate and cooperate to avoid unnecessary delays in the review of changes to the Project Work made necessary to adjust design, schedules and costs.
- 1.8 Delay: KCDNRP and City Light will work cooperatively to bring the Project Work to completion on schedule and within budget. City Light will be responsive to schedule and cost concerns and will commit sufficient resources to support the work City Light is responsible for under this Agreement and will work cooperatively to resolve any unanticipated design and construction issues related to the Project Work as they develop.
- 1.9 Buy America Act: The Project is funded in part by federal funds. Whenever possible, City Light shall specify and select domestic materials for the Underground Electrical System to comply with the Buy America Act. If there is no domestic source available for any required material regulated by this Act, City Light shall submit a list of the specific items to KCDNRP for review with its 90% PS&E submittal. City Light will work cooperatively with KCDNRP to comply with the Buy America Act by means of using alternative materials, methods, or obtaining waivers. KCDNRP is responsible for obtaining any waivers required on the project.
- 1.10 Termination: In the event that the Interagency Agreement between the City of SeaTac and King County regarding the design, construction, ownership, operation and maintenance of a portion of Segment B of the Lake to Sound Trail is not authorized by the legislative body of King County or the City of SeaTac, as required by Chapter 39.34 RCW, King County and SeaTac may

terminate this agreement for convenience upon thirty (30) calendar days' written notice to SCL. In the event KCDNRP exercises this termination right, KCDNRP shall reimburse SCL for all costs under this Agreement incurred prior to the date of termination including, but not limited to design, project management, materials ordered, and construction. In the event the KCDNRP terminates this Agreement prior to the completion of the Work, the KCDNRP will ensure that SCL has a functioning electrical system.

2. Definitions

The following terms are defined here as they are used in this Agreement:

“Approval Letter”: A letter issued by City Light to KCDNRP signifying City Light’s approval of the portion of KCDNRP’s 100% PS&E related to the Civil Infrastructure.

“Betterment”: an improvement or upgrade to a system that is not reasonably required in order to make that system equivalent with the system it is replacing.

“Civil Infrastructure”: Underground infrastructure necessary to safely contain, protect and facilitate City Light’s Underground Electrical System, including but not limited to trenches, conduit, handholes, vaults, casing and other related equipment.

“Consultant”: Parametrix, Inc. of Bellevue, WA, with whom KCDNRP has contracted for design of the Segment B Project.

“Contractor”: The individual, partnership, firm, corporation or other entity with whom KCDNRP has entered into a public works contract for construction of the Segment B Project, including but not limited to construction of the Civil Infrastructure.

“Conversion Area”: East side of Des Moines Memorial Drive in SeaTac, Washington from approximately South 156th Way to approximately 250 feet south of South 157th Pl., including parcels served by the electrical distribution system along this corridor.

“Conversion Project”: The design and construction of an Underground Electrical System, along with removal of existing overhead system, in the Conversion Area.

“Final Acceptance”: The determination by City Light after all Civil Infrastructure work has been completed, including having all vault and hand hold lids brought to grade and completion of all punch list work related to the Civil Infrastructure, that the Civil Infrastructure is in conformance with the approved plans and specifications for the Conversion Project. Final Acceptance shall also be dependent upon the receipt and approval of as-built drawings for the Civil Infrastructure by City Light. Final Acceptance shall be in the form of a letter to KCDNRP Project Manager or other designated representative.

“Ninety Percent (90%) PS&E”: The ninety percent plans, specifications and estimates for the Segment B Project prepared on behalf of KCDNRP by Parametrix, Inc., dated April 2013.

“One Hundred Percent (100%) PS&E”: The bid-ready final plans, specifications, and estimates for the Segment B Project prepared on behalf of KCDNRP by Parametrix, Inc.

“Operational Acceptance”: The determination by City Light that the Civil Infrastructure is in material and substantial conformance with the approved plans and specifications for the Conversion Project and is ready for installation of the Underground Electrical System by City Light.

“Private Property Infrastructure”: The underground infrastructure that is not a part of the Civil Infrastructure, including the service lines to be located on private property, and that is necessary to enable the Contractor as per Section 6.2, to complete the service connection to those properties within

the Conversion Area that had aerial service connections prior to commencement of the Project. Private Property Infrastructure is the responsibility of the KCDNRP contractor.

“Private Property Infrastructure Work”: The work that is necessary to design, construct and install the Private Property Infrastructure to enable City Light to complete the service connections at the “point of service termination point”. Such work shall include any and all of the electrical underground work on each private property such as connections between the old overhead service at the weatherhead and the new underground cable, and pulling the underground cable to a “point of service termination point” in the ROW or utility easement, and providing a secondary handhole at the point of service termination point.

“Project Contact”: The contact for each party identified in Section 5 of this Agreement.

“Project Work”: The Civil Infrastructure and Conversion Project work.

“Segment B Project”: The design and construction of a segment of the regional Lake to Sound Trail, extending along the east side of Des Moines Memorial Drive from the intersection at South Normandy Road to the intersection at S. 156th Way.

“Streetlight System”: The above ground lighting, structures, and associated components beyond the City Light service points, including but not limited to cables, connections, terminations, transformers, switches, poles, arms, and luminaires.

“Underground Electrical System”: The underground electrical distribution system and underground service lines, including but not limited to cables, connections, terminations, transformers, switches, and associated components.

3. Design Development and Review System

- 3.1 KCDNRP is responsible for design of the Civil Infrastructure and the Streetlight System. KCDNRP will provide City Light with the Ninety Percent (90%) PS&E for City Light review of these components of the Segment B project.
- 3.2 Upon execution of this agreement, City Light will furnish SeaTac and KCDNRP with a list of known pole attachers with facilities on City Light-owned poles within the Conversion Area. SeaTac in coordination with KCDNRP, will be responsible for communicating the need to relocate these facilities with each pole attacher and ensuring that the pole attacher coordinates design of underground facilities consistent with KCDNRP designs.
- 3.3 KCDNRP will coordinate with designated City Light staff to insure that the plans incorporate appropriate specifications and details. City Light is responsible for the design of the Underground Electrical System based on KCDNRP’s design of the Civil Infrastructure. The Underground Electrical System shall be designed based on and consistent with KCDNRP’s 90% design for the Segment B Project.
- 3.4 KCDNRP acknowledges and agrees that the Civil Infrastructure and streetlight design must meet City Light’s engineering standards and operations practices, and be constructed in compliance with current City Light Construction Guidelines using materials approved by City Light Material Standards. All pertinent guidelines, standards, and contract provisions shall be provided to KCDNRP by City Light within 15-working days of KCDNRP’s request or at the time City Light provides comments under Section 3.5(b), whichever occurs first.
- 3.5 Design Review Process.

(a) 90%-Level Agency Review Submittals: KCDNRP shall submit to City Light its 90% PS&E. Based on staffing availability and workload for primary service requests, City Light shall begin design of its Underground Electrical System once it has received KCDNRP's final 90% PS&E design. Submittals shall include a full drawing set with the conceptual distribution and streetlight engineering showing the basic layout of the civil infrastructure, including conduit and vault layout, conduit duct details, vault and handhole details, special provisions, supplemental technical specifications, and if required, geotechnical reports and calculations. All calculations shall be completed and checked in accordance with established quality control procedures. Drawings shall be nearly complete for bidding purposes.

(b) City Light shall review and provide comments to KCDNRP within thirty (30) working days of receipt of KCDNRP's 90% PS&E submittal, including any pertinent guidelines, standards, and contract provisions that City Light requests be included which have not already been provided to KCDNRP pursuant to Section 3.4. City Light will also submit its 90% PS&E submittal for the Conversion Project to KCDNRP at the same time.

(c) KCDNRP shall review and provide comments to City Light within twenty (20) working days of receipt of City Light's 90% PS&E submittal, including any pertinent guidelines, standards, and contract provisions that KCDNRP requests be included.

(d) KCDNRP shall provide City Light with written notice of the date by when KCDNRP will submit to City Light the One Hundred Percent (100%) PS&E no later than twenty (20) days prior to submittal. City Light shall review and provide written comments to KCDNRP within twenty (20) working days of receipt of the 100% PS&E.

(e) Each party's PS&E submittals shall include clear and complete cost estimates, design drawings, specifications, and the necessary supplemental information such as field reconnaissance studies and calculations commensurate with the design level of the submittal. Incomplete submittals or other delays in response may result in delaying the review schedule and completion of the design. In the case of an incomplete submittal, the party receiving the submittal who believes it is incomplete shall notify the other party in writing as soon as practicable. The parties will work to resolve the issues in a timely manner.

3.6 Format. Submittals by City Light and by KCDNRP shall be transmitted in hard copy (two 24"x36" and three half-size sets) and digital forms. Electronic files shall be in accordance with City Light's CADD (Computer Aided Design/Drafting) standards and compatible with AutoCAD 3D 2009 unless otherwise agreed to by the other party.

Response to Comments. Each agency must address and respond, in writing, to every written review comment. Responses shall be provided a minimum of three (3) working days before design coordination meetings for each submittal.

(a) KCDNRP shall work with City Light staff to resolve all issues through scheduled design coordination meetings as necessary, making additional plan sheet revisions, or advancing issues to the next level of project management to resolve the issues in a timely manner. Both City Light and KCDNRP shall work collaboratively to get issues resolved prior to KCDNRP delivering the final submittal to City Light for approval.

(b) City Light's Designated Representative, or other official designated by City Light, shall resolve any inconsistencies among review comments by City Light departments and offices regarding the Conversion Project submittals prior to the review comments being consolidated and transmitted, in writing, to KCDNRP.

(c) City Light will provide consistent review comments in order to avoid unnecessary delays, change orders, or additional costs to the Conversion Project.

- 3.7 Upon completing the review of KCDNRP's 100% PS&E and resolving any remaining issues, City Light shall issue to KCDNRP an Approval Letter. KCDNRP agrees that it will not request construction bids until it receives the Approval Letter. City Light's approval shall be limited to those portions of the Segment B Project Design that relate to the Civil Infrastructure.

4. Cost Estimates, Contractor Selection, and Construction Schedule

- 4.1 Estimates. KCDNRP shall have primary responsibility for developing cost estimates for construction of the Civil Infrastructure and Streetlight System. City Light shall have primary responsibility for developing cost estimates for the Underground Electrical System. The estimate for all work related to electrical conversion shall include a base level of planned overtime not to exceed the amount typically required for similar projects, as well as an amount for unplanned overtime risk contingency.

4.2 Bid Process.

4.2.1 KCDNRP agrees to communicate the bid process schedule to City Light.

4.2.2 Prior to KCDNRP's call for bids, KCDNRP and City Light will agree on a tentative schedule identifying key milestones for Civil Infrastructure and Conversion Project Work ("Project Work") within the Conversion Area. Milestones will include completion and acceptance of Civil Infrastructure, completion of the Conversion Project Work including energization of new underground circuits, completion of the aerial infrastructure removal, and completion of the customer service cutovers.

4.3 Construction Schedule:

- 4.3.1 Promptly following the execution of the construction contract between KCDNRP and its chosen Contractor, KCDNRP shall schedule a pre-construction conference involving all participants in the Conversion Project to review the design, coordination requirements, work sequencing and related requirements. City Light will provide input during this discussion regarding key milestones for Civil Infrastructure and Underground Electrical System work, including completion and acceptance of Civil Infrastructure, energizing new underground circuits, customer service cutovers, and removal of overhead power facilities. Using this input, KCDNRP will negotiate with the Contractor and City Light the final schedule for any Project Work. Upon completion of this negotiation, City Light will provide written approval of the schedule. Any approved schedule must be consistent with Section 6.2. KCDNRP will coordinate with City Light concerning this work, providing preliminary progress schedules and weekly look-ahead schedules or updates as needed. These schedules and updates shall be transmitted to City Light for comment and review on at least a bimonthly basis, but only for a period commencing thirty

(30) days prior to Civil Infrastructure work within the Conversion Area and ending with Final Acceptance.

- 4.4 Design Revisions and Change Orders. KCDNRP and City Light agree to immediately notify the other party in writing of any potential design revisions and/or changes to the construction work each party is responsible for under this Agreement that affects the other party's construction work and ensure that each party reviews and approves those changes. Changes that either party are unwilling or unable to approve shall follow the dispute resolution process in section 11.

5. Project Contacts

The Project Contact for each Party will be as follows:

KCDNRP	City Light	City of SeaTac
Jason Rich	Stephen Byers, PMP	Kit Ledbetter
Capital Project Manager, Parks CIP	Sr. Project Manager	City of SeaTac
King Street Center	700 5 th Ave, Suite 3200, Rm 3454	Parks Director
201 S. Jackson Street, Rm. 700	P.O. Box 34023	4800 S. 188 th Street
Seattle, WA 98127	Seattle, WA 98104-3855	SeaTac, WA 98188
(206) 263-7314	(206) 684-3637	(206) 973-4671

Any notice, information, submittal or other communication provided for in this Agreement shall be delivered to the parties' Project Contacts, unless otherwise expressly provided herein. Any party may change its Project Contact upon written notice to the other Parties.

6. Construction and Approval Process

- 6.1 Civil Infrastructure and Street Lighting. KCDNRP will construct the Civil Infrastructure and the Streetlight System, which are required in order for City Light to complete the Conversion Project.
- 6.2 Private Property Infrastructure. SeaTac is responsible for timely providing notice to private landowners pursuant to SeaTac Municipal Code Chapter 11.20 and for ensuring that Private Property Infrastructure Work is conducted by private landowners in a timely fashion that does not delay the construction of the Segment B Project or City Light's Conversion Project. Any cost associated with the connection or modification to private properties will be borne by the Segment B project. City Light will install the electrical system from the meter base on private property to the service handhole or vault provided by SeaTac in the public right-of-way, including all connections.
- 6.3 Sequencing of Conversion Work: City Light's most efficient sequencing for overhead to underground relocation and installation projects such as this is to begin electrical work only after all Civil Infrastructure design and construction is completed and accepted. Divergence from this basic sequence can cause delays and costs which can be difficult to forecast (e.g., acceptance in spring would typically allow more rapid completion of work during favorable spring and summer weather, acceptance in fall would typically lead to a somewhat less rapid completion of work due to less favorable fall and winter weather.) City Light agrees to meet the schedule for the Conversion Project work as agreed to in the schedule approved under Section 4.3 ("Project Schedule"). In the event the Civil Infrastructure work is substantially complete before the date City Light is to begin the work in accordance with the Project Schedule, City Light agrees to

begin work within ten (10) working days following its receipt of notice from KCDNRP that the site is ready for work to proceed and has been accepted in writing by City Light. In the event that the work is delayed because KCDNRP's Contractor has not completed the Civil Infrastructure in accordance with the Project Schedule, City Light agrees that it will begin Conversion Project work as soon as possible, but in no event more than twenty (20) working days after receiving notice from KCDNRP that the Civil Infrastructure is ready for City Light to proceed and has been inspected and is Operationally Accepted by City Light.

- 6.4 City Light Operational Acceptance. Upon completion of the Civil Infrastructure and Streetlight System, KCDNRP shall provide written notice to City Light. Within five (5) working days of receipt of the notice, City Light shall inspect the Civil Infrastructure and the Streetlight System. City Light's inspector shall promptly advise KCDNRP in writing of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the construction contract plans and specifications, including any change orders or field directives approved by KCDNRP. City Light's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. City Light's inspector shall also provide a written description of the remedy the inspector believes is necessary for each deficiency cited. City Light's inspector shall not have any authority to direct the work of the Contractor and shall not communicate directly with or instruct the Contractor, or any subcontractor, directly or indirectly on any matters. If KCDNRP and City Light do not agree as to the existence of a deficiency and/or the appropriate remedy, City Light shall immediately notify City Light's South Distribution Design Manager or such other person designated by City Light. The parties shall use the dispute resolution process in this Agreement prior to instituting any lawsuit. If the Civil Infrastructure and Streetlight System are in material and substantial compliance with the construction contract plans and specifications, City Light shall issue to KCDNRP a written letter indicating City Light's Operational Acceptance. Backfilling of trenches shall not proceed until City Light has issued its letter of Operational Acceptance.
- 6.5 City Light will install an Underground Electrical System, energize it and connect customers in provided handhole at their property line, in accordance with the schedule in paragraph 6.2. KCDNRP shall coordinate each service cutover work with the property owner in advance of the cutover including weatherhead to weatherhead connection. City Light may, at its sole discretion, elect to operationally accept portions of the Civil Infrastructure and begin electrical system construction prior to the full completion of the Civil Infrastructure. In that event, City Light shall issue to KCDNRP a written letter specifying which portions of the Civil Infrastructure for which City Light is issuing its Operational Acceptance. In the event that KCDNRP or its Contractor cause a delay to City Light's construction during construction of the Conversion Project, City Light reserves the right to redirect its crew resources to other tasks. City Light agrees to promptly notify the KCDNRP Project Contact before removing City Light crews from the Conversion Project, and to provide a written description of the corrections necessary for City Light to return. City Light and KCDNRP shall mutually agree on the decision to redirect crews from the job site. If crews are redirected, when the necessary corrections have been made, City Light agrees to recommit its crew resources to the Conversion Project and resume work as soon as practicable following notification from KCDNRP that the corrections have been made. KCDNRP agrees that City Light shall not be responsible for delays to the project resulting from reallocation of City Light's resources as described in this Section.
- 6.6 City Light Final Acceptance. After KCDNRP's Contractor has completed all the civil Infrastructure work in the Conversion Area, including bringing all vault and hand hold lids to

grade and completing all punch list work related to the Civil Infrastructure. KCDNRP shall provide City Light as-built drawings for the Civil Infrastructure in the Conversion Area for review and Final Acceptance. Final Acceptance shall be in the form of a letter from City Light to KCDNRP Project Manager or other designated representative.

- 6.7 Existing Overhead Electrical System and Street Lighting Removal. In accordance with the schedule in paragraph 6.2, City Light will remove the overhead electrical distribution facilities (high voltage wires, low voltage wires, transformers, City Light poles), and service drops after all services are transferred to the new underground system. City Light shall remove streetlights from City Light-owned poles and return them to inventory as part of the overhead removal process. In the case of streetlights that are owned by SeaTac or another party, City Light will disconnect and remove the streetlights from the poles and SeaTac shall be responsible for transport, storage or disposal of the streetlights. City Light will not provide temporary street lighting during construction, which shall be the responsibility of KCDNRP.
- 6.8 Pavement Removal. KCDNRP agrees that hard surface removal and all restoration within the construction limits of the Conversion Project will be the responsibility of KCDNR's contractor and not the responsibility of City Light.
- 6.9 Pole Removal. SeaTac in coordination with KCDNRP, will coordinate the removal of telecommunication provider facilities on poles to coincide with the removal of City Light overhead lines. City Light will be responsible for removing poles that are of solely owned by City Light. The telecommunication provider is responsible for removal of the poles that are jointly owned poles per City Light records. In the event that the telecommunication company defaults on their responsibility for removing jointly owned poles, City Light will remove the poles only after all communications companies have completed their wiring, service connections, and removed their lines and equipment from the poles.
- 6.10 The City Light inspector or representative will attend the pre-construction conference and weekly construction meetings as necessary.
- 6.11 Street Lighting. City Light will select metered-service points for the new Streetlight System designed by Consultant and to be constructed by the Contractor. City Light will install wiring between the power source and the metered-service points and make final connections necessary to energize the systems once the Contractor has completed construction of the new Streetlight System, in accordance with the schedule in paragraph 6.2.

7. **Financial**

- 7.1 Design Costs. KCDNRP shall bear the full cost for design of the Conversion Project and the new Streetlight System. City Light shall provide monthly reports to KCDNRP detailing City Light's design costs for the Conversion Project.

7.2 Construction.

(a) KCDNRP shall bear the full cost of constructing the Conversion Project and the Streetlight System. In addition, KCDNRP agrees to reimburse City Light for the capital construction costs incurred by City Light for construction of the Conversion Project, except for de-energization and removal of poles identified for underground conversion (four poles anticipated). City Light shall provide a monthly report to KCDNRP detailing City Light's construction costs for the Conversion Project.

(b) KCDNRP shall provide copies of the Contractor's invoices for the civil construction of City Light's Civil Infrastructure to aid City Light in determining the capitalization cost of the infrastructure.

7.3 Construction Management. KCDNRP shall bear the full cost for project management, construction inspection, materials testing and other actions provided by City Light staff or agents authorized under this Agreement with respect to Project Work. City Light shall provide a monthly report to KCDNRP detailing City Light's construction management costs for the Conversion Project.

7.4 Upgrades. All costs for betterments associated with any City Light-initiated upgrade (any feature of the Conversion Project, the Civil Infrastructure, or the Streetlight System which is requested by City Light and agreed to by KCDNRP and is not reasonably required to make the underground electrical distribution system comparable with the overhead distribution system being replaced) shall be the responsibility of City Light and are not reimbursable by KCDNRP. All other design revisions or changes shall follow the procedures in section 4.4

7.5 Reimbursement of City Light Costs: Prior to beginning the Conversion Project work, City Light shall provide KCDNRP with cost estimates for the amount to be reimbursed. KCDNRP shall reimburse City Light for the full actual cost of the Conversion Project, except as noted in 7.2.a. In the event that City Light estimates are over or underestimated, all costs will be billed on a time and material basis.

Payment requests pursuant to Sections 7.1 through 7.3 shall be submitted to KCDNRP and include detailed itemized supporting documentation, which shall include itemized costs incurred by City Light and invoices from third parties for materials purchased or other direct expenses. Payment requests shall be sent to:

Jason Rich
King County Parks—Capital Project Manager
King County Department of Natural Resources and Parks
 King Street Center
 201 S. Jackson Street, Suite 700
 Seattle, WA 98104-3855

7.6 KCDNRP will process payment requests and issue a check payable to City Light within sixty (60) calendar days of approving the request, provided that the payment request is for costs reimbursable by KCDNRP pursuant to this Agreement and all required documentation has been submitted.

8. Indemnification and Hold Harmless

8.1 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, SeaTac shall defend, indemnify and hold City Light harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of SeaTac in its performance under this Agreement. During the performance of such activities, SeaTac's employees or contractors shall at all times remain employees or contractors, respectively, of SeaTac.

- 8.2 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, City Light shall defend, indemnify and hold SeaTac harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of City Light in its performance under this Agreement. During the performance of such activities, City Light's employees or contractors shall at all times remain employees or contractors, respectively, of City Light.
- 8.3 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, KCDNRP shall defend, indemnify and hold City Light harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of KCDNRP in its performance under this Agreement. During the performance of such activities, KCDNRP's employees or contractors shall at all times remain employees or contractors, respectively, of KCDNRP.
- 8.4 Notwithstanding the expiration or early termination of this Agreement, and to the fullest extent authorized by law, City Light shall defend, indemnify and hold KCDNRP harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to reasonable attorney fees) caused by or arising out of any act or omission or willful misconduct of City Light in its performance under this Agreement. During the performance of such activities, City Light's employees or contractors shall at all times remain employees or contractors, respectively, of City Light.
- 8.5 Solely for the purposes of enforcing the indemnification obligations of a party under this Section 8, each party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to such claim brought against the indemnified party by or on behalf of any employee of the indemnifying party. The foregoing waiver shall not in any way preclude the indemnifying party from raising such immunity as a defense against any claim brought against the indemnifying party by any of its employees.
- 8.6 To the extent this Agreement is construed to be subject to RCW 4.24.115, the Parties' duties under this Section 8 will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

9. Insurance

9.1 KCDNRP shall require its contractor(s) and subcontractors to:

(a) Maintain Commercial General Liability (CGL) insurance in force at all times during the performance of work under this Agreement per Washington State Department of Transportation requirements and state law.

(b) Include the City of Seattle as an additional insured for primary and noncontributory limits of liability for the full valid and collectible limits of liability maintained by the Contractor, whether such limits are primary, excess, contingent, or otherwise; as respects CGL insurance, such additional insured status shall be provided under the ISO form CG 20 26 11 85 or equivalent that shall provide coverage for the date of occurrence rather than the date of claim.

(c) Furnish certification of insurance evidencing compliance with the provisions of this Section to City Light via email at riskmanagement@seattle.gov or fax to (206) 470-1279.

10. Ownership of Facilities

10.1 Upon completion of the Civil Infrastructure work and upon City Light's acceptance of the Civil Infrastructure as outlined in this Agreement, and except as otherwise stated in subsequent agreements, City Light shall own, operate, and maintain the Civil Infrastructure and Underground Electrical System installed or provided pursuant to this Agreement.

11. Dispute Resolution

The Parties shall use the following dispute resolution process prior to commencement of any litigation to resolve disputes under this Agreement. The respective entity shall only be involved in any dispute that affects one of their obligations under this Agreement.

11.1 In the event of a dispute under this Agreement, any Party may invoke this dispute resolution process by the Project Contact providing written notice to the Project Contact for the other Parties involved in the dispute. The Project Contacts' direct supervisors or their designees will seek to resolve the dispute.

11.2 If the direct supervisors cannot reach an agreement within a time period that does not adversely affect project schedule or cost (recognizing the remaining time period for dispute resolution in paragraph 11.3), but no longer than fifteen (15) days from receipt of written notice invoking dispute resolution, the dispute will be elevated to the Director of KCDNRP, the General Manager of City Light, and the Director of SeaTac's Parks Department if SeaTac is involved in the dispute.

11.3 The Directors will attempt to resolve the dispute within a time period that does not adversely affect project schedule or cost, but no longer than thirty (30) days from receipt of written notice invoking dispute resolution.

11.4 Issues shall be elevated in a timely manner to avoid additional project costs due to untimely decisions. KCDNRP shall work with City Light to develop and maintain a list of unresolved issues and the latest date by when the issues require a resolution. Project Contacts for KCDNRP and City Light shall review the list and identify a plan for getting the issue elevated and resolved in a timely manner.

11.5 If the Parties fail to resolve a dispute using the dispute resolution process in Section 11, any Party to the dispute may seek to enforce this Agreement in King County Superior Court under Washington law and procedure.

12. Force Majeure. The Parties are not liable for failure to perform pursuant to the terms of this Agreement when failure to perform was due to an unforeseeable event beyond the control of the non-performing Party ("Force Majeure Event"). The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, terrorism, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, or labor disputes, causing the inability to perform the requirements of this Agreement, if the non-performing Party is rendered unable, by a Force Majeure Event, to perform or comply with any obligation or condition of this Agreement. City Light agrees to promptly notify the KCDNRP Project Contact if and when City Light crews are to be removed

from the Conversion Project due to a Force Majeure Event, and both parties agree to use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event. Performance of any obligation affected by a Force Majeure Event shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

- 13. **Waiver.** No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach whether of the same or a different provision of this Agreement.

EXECUTED, this _____ day of _____, 20__.

KING COUNTY DEPARTMENT OF
NATURAL RESOURCES AND PARKS

SEATTLE CITY LIGHT

Christy True
KCDNRP Director:

Jorge Carrasco,
General Manager & Chief Executive Officer

CITY OF SEATAC

Todd Cutts, City Manager

APPROVED AS TO FORM:

SeaTac Legal Department

EXHIBIT D

Form of Restrictive Covenant

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

TRAIL RESTRICTIVE COVENANT

Grantor: City of SeaTac, a municipal corporation of the State of Washington

Grantee: King County, a political subdivision of the State of Washington

Full Legal Description: See Exhibit A to this Restrictive Covenant

Legal Description (abbr.): A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 29, the SW ¼ and the SE ¼ of Sect 20, T. 23 N. R. 4 E. W.M.

Assessor's Tax Parcel Nos.: 3846600000, 2923040000, 2023040000

This restrictive covenant for trail purposes ("Covenant") is effective as of the ____ day of _____, 20__, and is made and executed by and between the City of SeaTac, a municipal corporation of the State of Washington ("City") and King County, a political subdivision of the State of Washington ("County").

RECITALS

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct on property owned by the City a portion of what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive extending from South Normandy Road in the City of Burien to 156th Way in the City of SeaTac. The portion of Segment B within the boundaries of the City, subject to the Interagency Agreement, is known as "the Project".

B. The City holds fee simple title to a portion of Segment B within the City's

boundaries, which portion is legally described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property").

C. The Interagency Agreement provides that, after construction by the County and recording of this Covenant, the County will transfer ownership of the Project Improvements to the City and the City will provide long-term Maintenance and Operation of the Project as a Regional Trail.

D. The County has constructed Segment B, in part with County levy funds pursuant to King County Ordinance 15760, which authorizes use of said funds to develop rights of way for regional trails.

E. RCW 36.89.050 authorizes the County to construct a park or recreational facility and transfer to a city the County's ownership interest in, and the operation and maintenance obligations for, that facility provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.

F. Segment B is a critical segment of the larger Regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the City and the County.

G. The City agreed in the Interagency Agreement, and hereby further acknowledges, that because the Property is a critical segment of the Lake to Sound Trail, there are no equivalent facilities within the County that would serve the same purpose.

H. The City acknowledges that recording of this Covenant is essential to fulfilling the obligations of RCW 36.89.050 and the Interagency Agreement.

AGREEMENT

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City hereby binds itself, its successors and assigns to the permanent restrictive covenants identified herein, which covenants shall run with the land and burden the Property for the sole benefit of the County and the County's significant interests in the other park, open space and trail facilities that make up the King County system of parks, trails, and recreational facilities. The City and the County agree that the County and its successors in interest shall have standing to enforce these covenants. The City and the County further agree and declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the City and its successors and assigns and all subsequent owners of interests in the Property, and to the County and its successors and assigns. The City warrants that all owners of the Property have executed this document.

COVENANTS

1. The City, as required by RCW 36.89.050, covenants that the Property shall continue to be used in perpetuity for a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, horseback riding, and other nonmotorized uses are allowed, which provides recreational opportunities and enhances regional mobility (hereafter "Regional Trail") and shall not be converted to a different use.
2. The City covenants that allowing the Property to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.
3. The City covenants that the Property will be operated and maintained as a Regional Trail, which includes any and all actions necessary to keep the trail open and accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation, and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.
4. The City covenants that the Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.
5. The City covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents.
6. The City covenants that any and all user fees charged for use of the Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.
7. The City covenants that it shall place the preceding covenants in any deed transferring any portion of the Property.
8. The City covenants that County shall have legal standing to enforce these covenants.
9. Remedies. The County, its successors, designees, or assigns shall have the following remedies against the City, its successors, designees, or assigns for violation of this Covenant:
 - A. Default. If the City fails to observe or perform any of the terms,

conditions, obligations, restrictions, covenants, representations or warranties of this Covenant, and if such noncompliance is not corrected as provided herein, then such noncompliance shall be considered an event of default.

B. **County's Remedies.** In such case, County shall be entitled to all remedies in law or in equity against City, including without limitation the rights: (1) to compel specific performance by the City of its obligations under this Covenant, and (2) to restrain by injunction the actual or threatened commission or attempt of a breach of this Covenant and to obtain a judgment or order specifically prohibiting a violation or breach of this Covenant. In seeking any equitable remedies, County shall not be required to prove or establish that County does not have an adequate remedy at law. The City hereby waives the requirement of any such proof and acknowledges that County would not have an adequate remedy at law for the City's breach of this Covenant.

C. **Notice.** Before County pursues a remedy against the City for breach of this Covenant, County shall provide written notice specifying the default to the City. The City shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for the City to complete such cure, provided that City commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).

D. **Immediate Action.** If County, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant harm that would be counter to the terms and purposes of this Covenant, County may pursue its remedies under this Section 8 without prior notice to Grantor and without waiting for the cure period to expire.

E. **Delay.** Delay in enforcing the provisions hereof as to any breach or violation shall not impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

10. **Indemnification.** In addition to and separate from the remedy provisions in Section 9 of this Covenant, the City, for itself, its successors, designees, and assigns, agrees:

A. to protect, defend, indemnify and hold harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, arising out of or in any way resulting from a failure of the City, its successors, designees and assigns to wholly or partially comply with this Covenant; and

B. release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") relating to or arising from uses of the Property that occur on or after the effective date of this Covenant.

C. The City, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to carry out the indemnification duties herein.

11. Notice. Notice shall be sent to:

<p>King County:</p> <p>Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104</p> <p>With a copy to:</p> <p>King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104</p>	<p>City of SeaTac:</p> <p>Kit Ledbetter SeaTac Parks and Recreation Director 4800 South 188th Street SeaTac, WA 98188</p> <p>With a copy to:</p> <p>SeaTac Legal Department 4800 South 188th Street SeaTac, WA 98188</p>
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Any notices required to be given by the Parties shall be delivered at the addresses set forth above. Any notices may be delivered (i) by personal service on the addressee of the notice, (ii) by deposit with a nationally recognized overnight delivery service, or (iii) by deposit as registered or certified mail in the United States mail, postage prepaid. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any person delivering notice via an overnight delivery service shall be responsible to confirm delivery.

12. Severability. If any provision of this Covenant shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. Amendments. This Covenant shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

14. Governing Law. This Covenant shall be governed by the laws of the state of Washington. Venue for any action concerning this Covenant shall be in King County, Washington.

IN WITNESS WHEREOF, the City and the County have executed this Covenant on the date set forth above.

CITY OF SEATAC, a
A Washington State municipal corporation

By _____
Name _____
Its _____

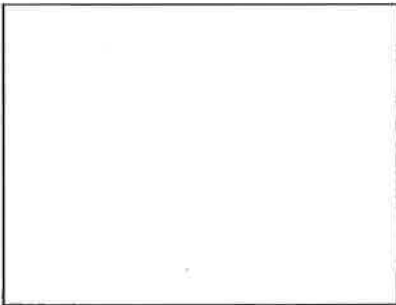
KING COUNTY, a
political subdivision of the State of Washington

By _____
Name _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



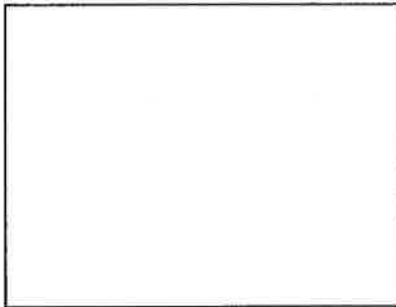
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

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/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

**EXHIBIT A (to Exhibit D)
LEGAL DESCRIPTION OF PROPERTY**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH $01^{\circ}36'10''$ WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $01^{\circ}36'10''$ WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;

THENCE ALONG SAID SOUTH LINE, NORTH $88^{\circ}38'57''$ WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;

THENCE ALONG SAID EAST LINE, SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 157.75 FEET;

THENCE SOUTH $57^{\circ}58'52''$ EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $12^{\circ}58'19''$, A DISTANCE OF 204.97 FEET;

THENCE NORTH $70^{\circ}57'11''$ WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH $70^{\circ}57'11''$ EAST;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $06^{\circ}44'03''$, A DISTANCE OF 107.58 FEET;

THENCE SOUTH $16^{\circ}31'32''$ WEST A DISTANCE OF 136.13 FEET;

THENCE SOUTH $12^{\circ}18'46''$ WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;

THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH $18^{\circ}27'47''$ WEST, A DISTANCE OF 5.37 FEET;

THENCE NORTH $09^{\circ}43'40''$ WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}21'47''$ EAST, A DISTANCE OF 25.91 FEET;

THENCE NORTH $14^{\circ}27'46''$ EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;

THENCE SOUTH $77^{\circ}41'14''$ EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;

THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH $12^{\circ}18'46''$ EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;

THENCE NORTH $77^{\circ}41'14''$ WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}20'34''$ EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH $12^{\circ}16'33''$ EAST, A DISTANCE OF 254.03 FEET;
 THENCE NORTH $12^{\circ}30'05''$ EAST, A DISTANCE OF 397.65 FEET;
 THENCE NORTH $13^{\circ}24'34''$ EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $13^{\circ}40'32''$, A
 DISTANCE OF 238.32 FEET;
 THENCE NORTH $27^{\circ}05'06''$ EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $05^{\circ}02'59''$, A
 DISTANCE OF 88.00 FEET;
 THENCE NORTH $32^{\circ}08'05''$ EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 89.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $58^{\circ}52'32''$, A
 DISTANCE OF 91.97 FEET;
 THENCE SOUTH $88^{\circ}59'23''$ EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
 BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
 WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
 SAID SECTION 20;
 THENCE NORTH $01^{\circ}03'50''$ EAST ALONG THE EAST LINE OF SAID SOUTHWEST
 QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
 EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH $01^{\circ}03'50''$ EAST, A DISTANCE OF 43.56 FEET A POINT
 ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
 THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
 CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
 NORTH $69^{\circ}22'31''$ WEST;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $19^{\circ}33'39''$, A
 DISTANCE OF 266.20 FEET;
 THENCE NORTH $01^{\circ}03'50''$ EAST, A DISTANCE OF 21.40 FEET;
 THENCE NORTH $88^{\circ}56'10''$ WEST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH $01^{\circ}03'50''$ EAST, A DISTANCE OF 254.44 FEET;
 THENCE NORTH $02^{\circ}45'01''$ WEST, A DISTANCE OF 105.23 FEET;
 THENCE NORTH $01^{\circ}03'50''$ EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
 LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
 PLACE;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $72^{\circ}21'51''$, A
 DISTANCE OF 31.57 FEET;
 THENCE NORTH $73^{\circ}25'41''$ EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
 A DISTANCE OF 16.40 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
 THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
 THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
 THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
 THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
 THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

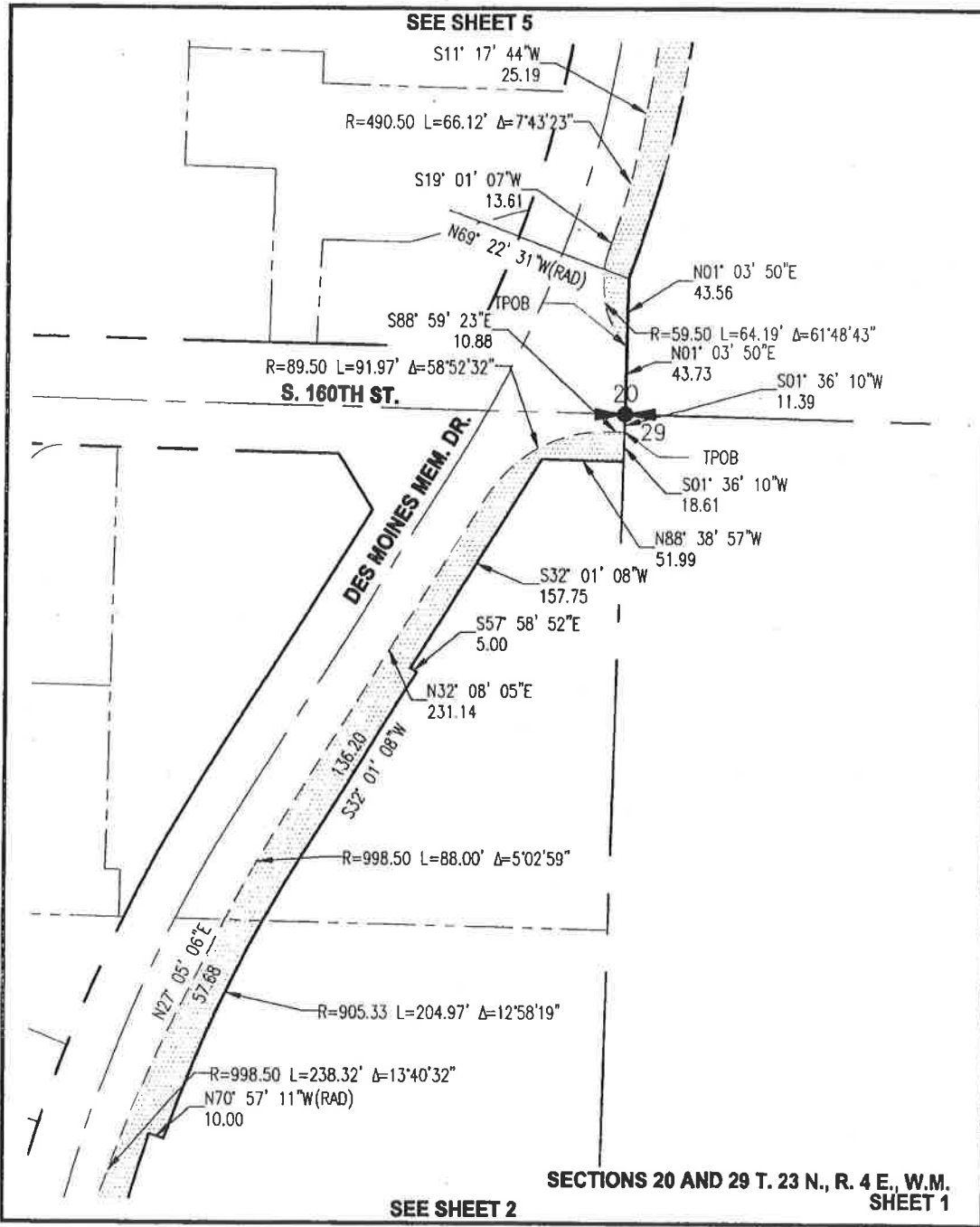
COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

THENCE NORTH $01^{\circ}01'53''$ EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 37.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $97^{\circ}05'38''$, A
 DISTANCE OF 63.55 FEET;
 THENCE SOUTH $81^{\circ}52'29''$ EAST, A DISTANCE OF 8.17 FEET;
 THENCE LEAVING SAID BACK OF CURB, SOUTH $08^{\circ}07'31''$ WEST, A DISTANCE OF
 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
 THENCE NORTH $88^{\circ}34'19''$ WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF
 DES MOINES MEMORIAL DRIVE;
 THENCE ALONG SAID EAST LINE, SOUTH $00^{\circ}53'48''$ EAST, A DISTANCE OF 204.62
 FEET;
 THENCE SOUTH $88^{\circ}56'20''$ EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH $01^{\circ}03'50''$ WEST, A DISTANCE OF 95.00 FEET;
 THENCE NORTH $88^{\circ}49'00''$ WEST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH $01^{\circ}03'50''$ WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A
 RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST
 LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH
 PLACE;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $95^{\circ}16'51''$, A
 DISTANCE OF 41.57 FEET;
 THENCE LEAVING SAID NORTH LINE, SOUTH $00^{\circ}51'12''$ EAST, A DISTANCE OF 10.00
 FEET TO THE TRUE POINT OF BEGINNING.

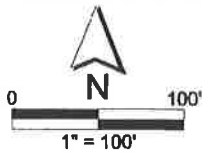
SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS



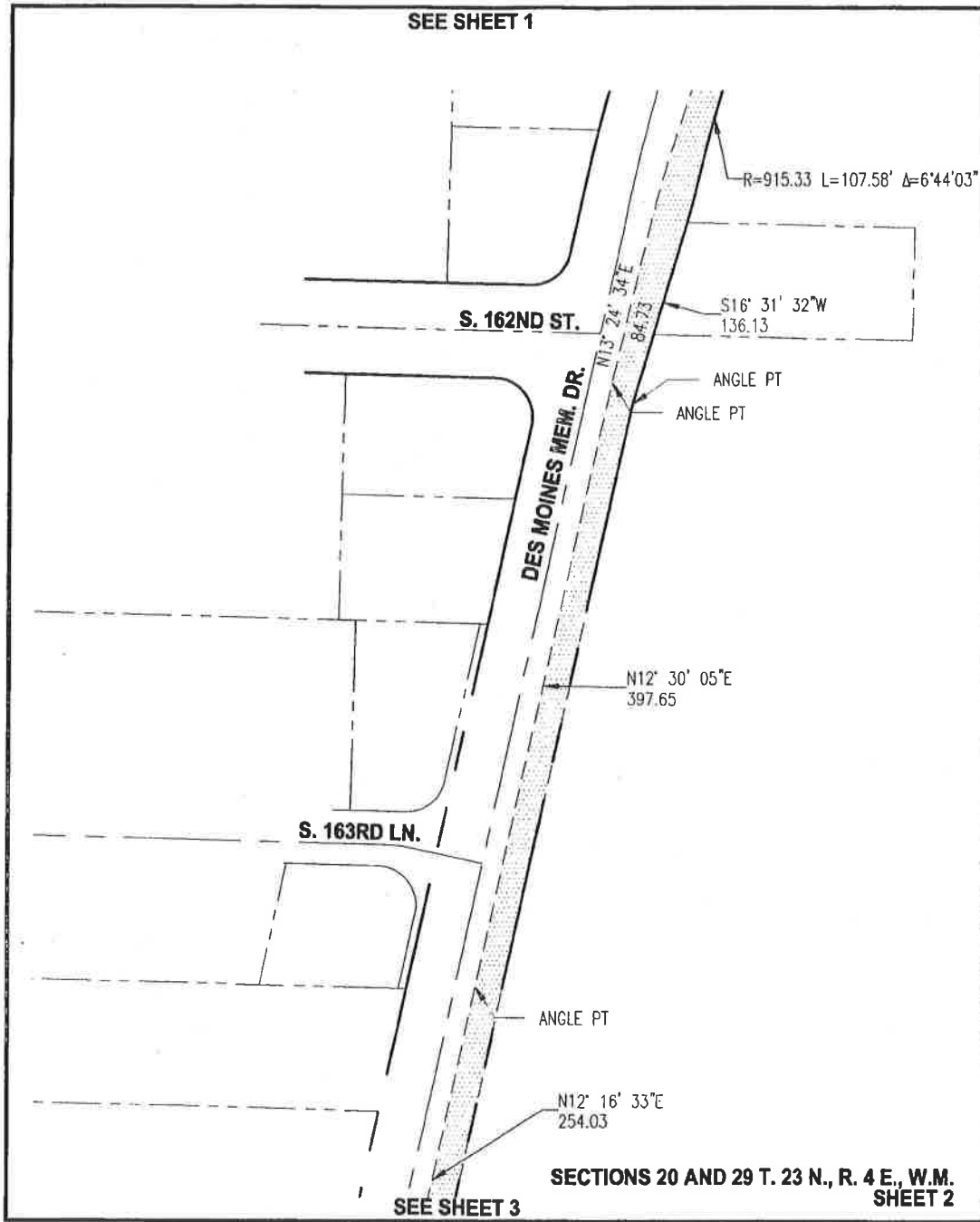
4-21-2014



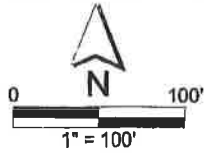
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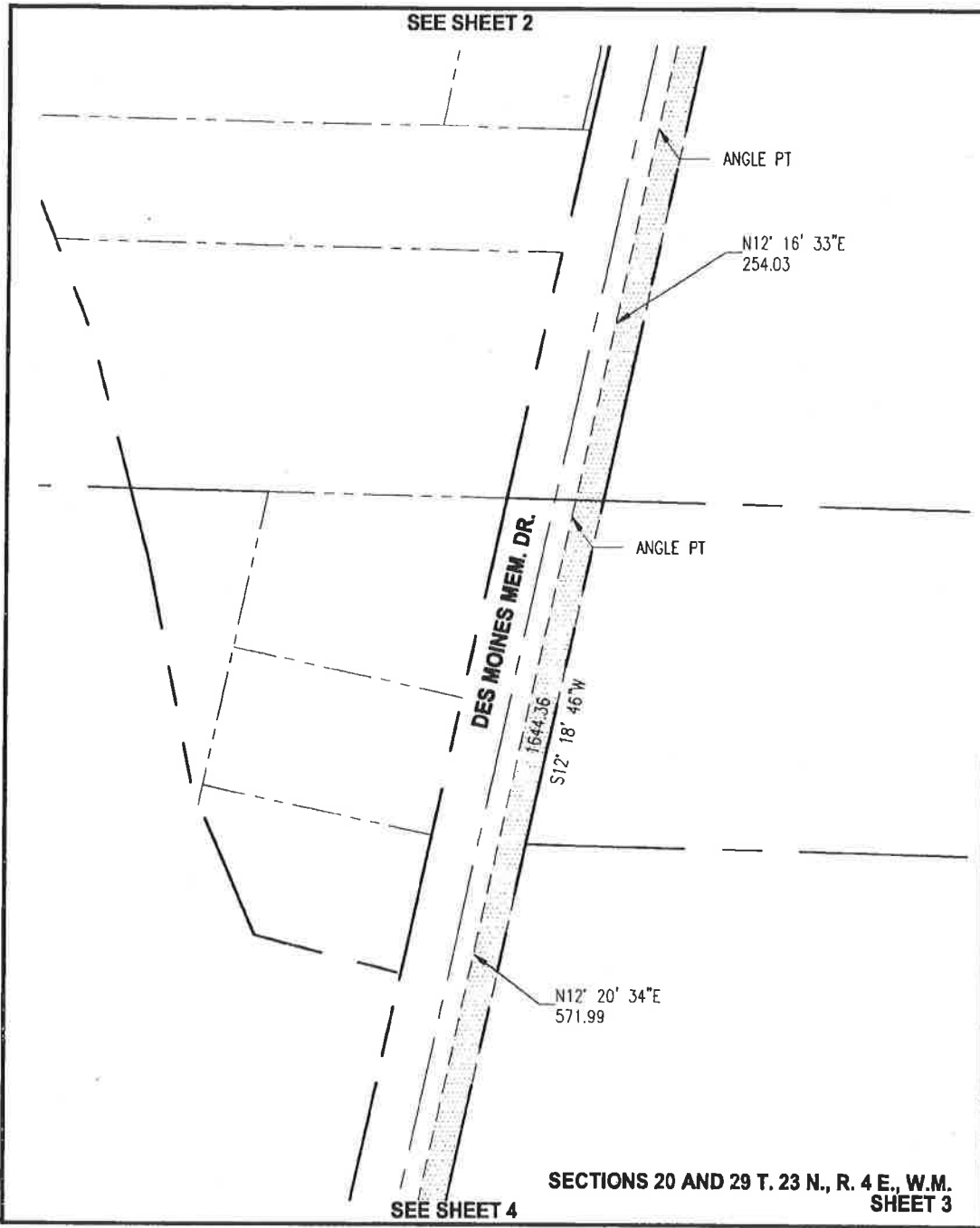
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



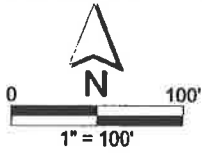
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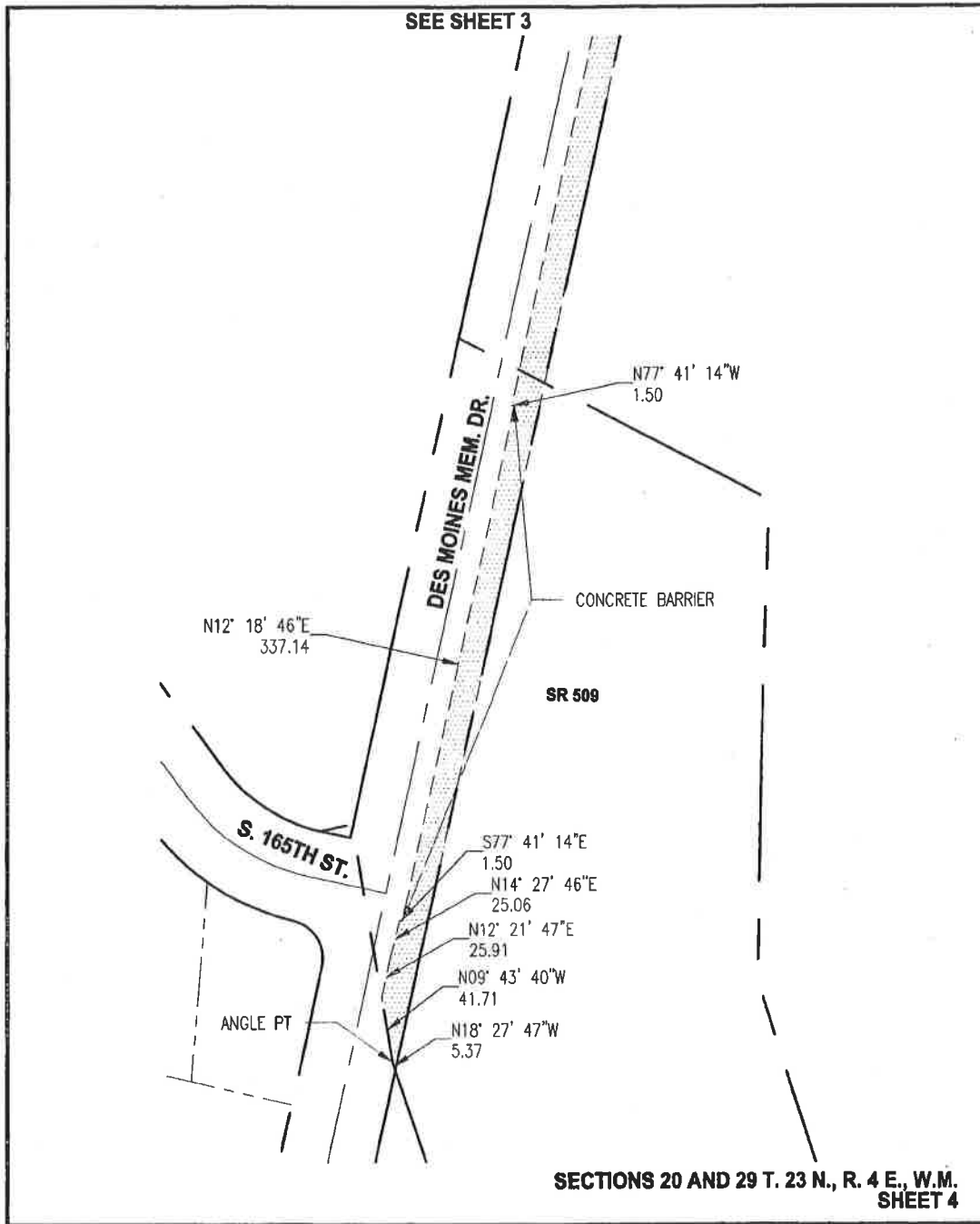
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



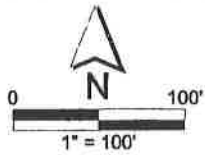
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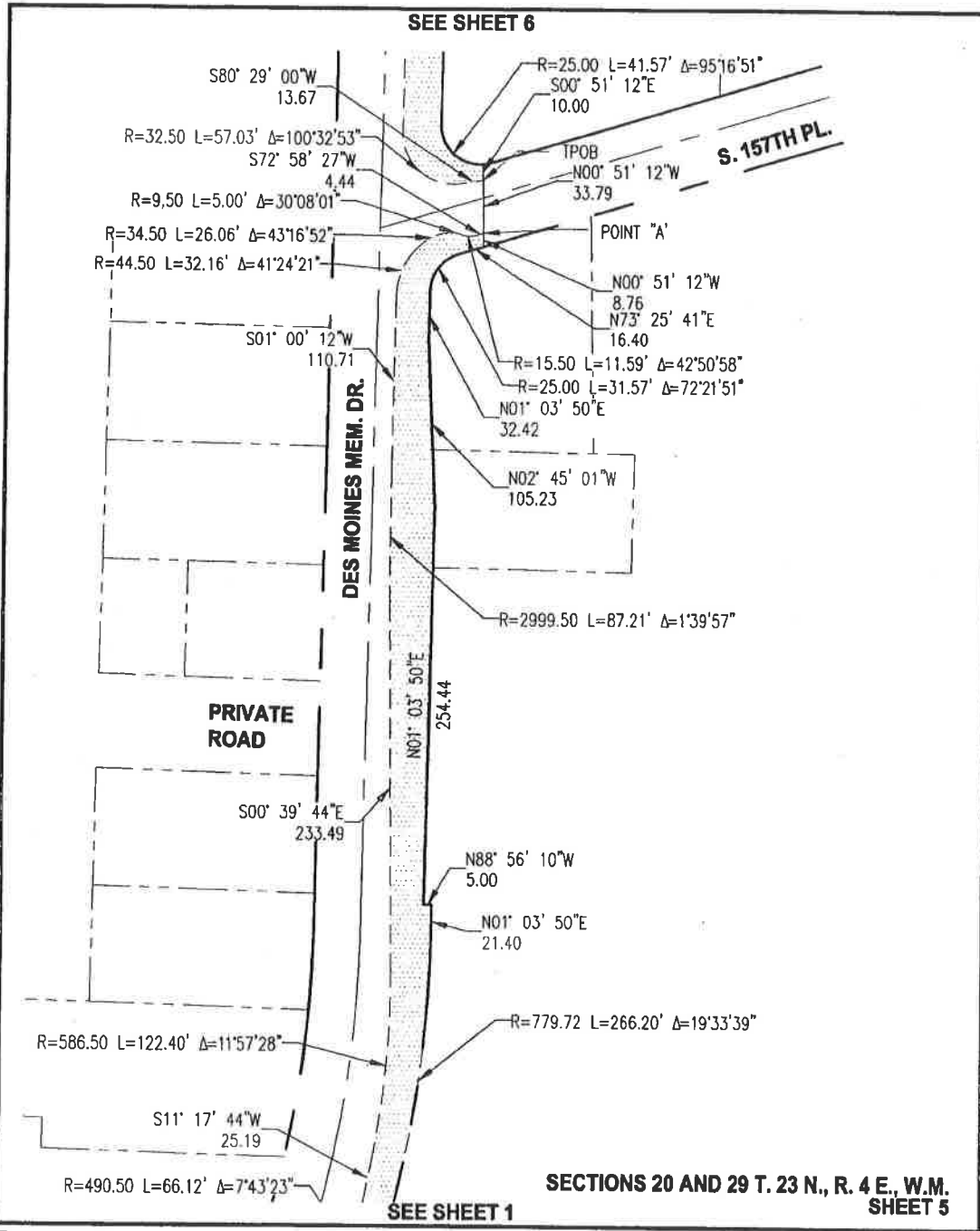
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LEGAL DESCRIPTION
EXHIBIT**



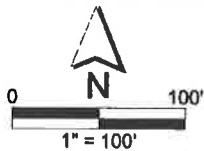
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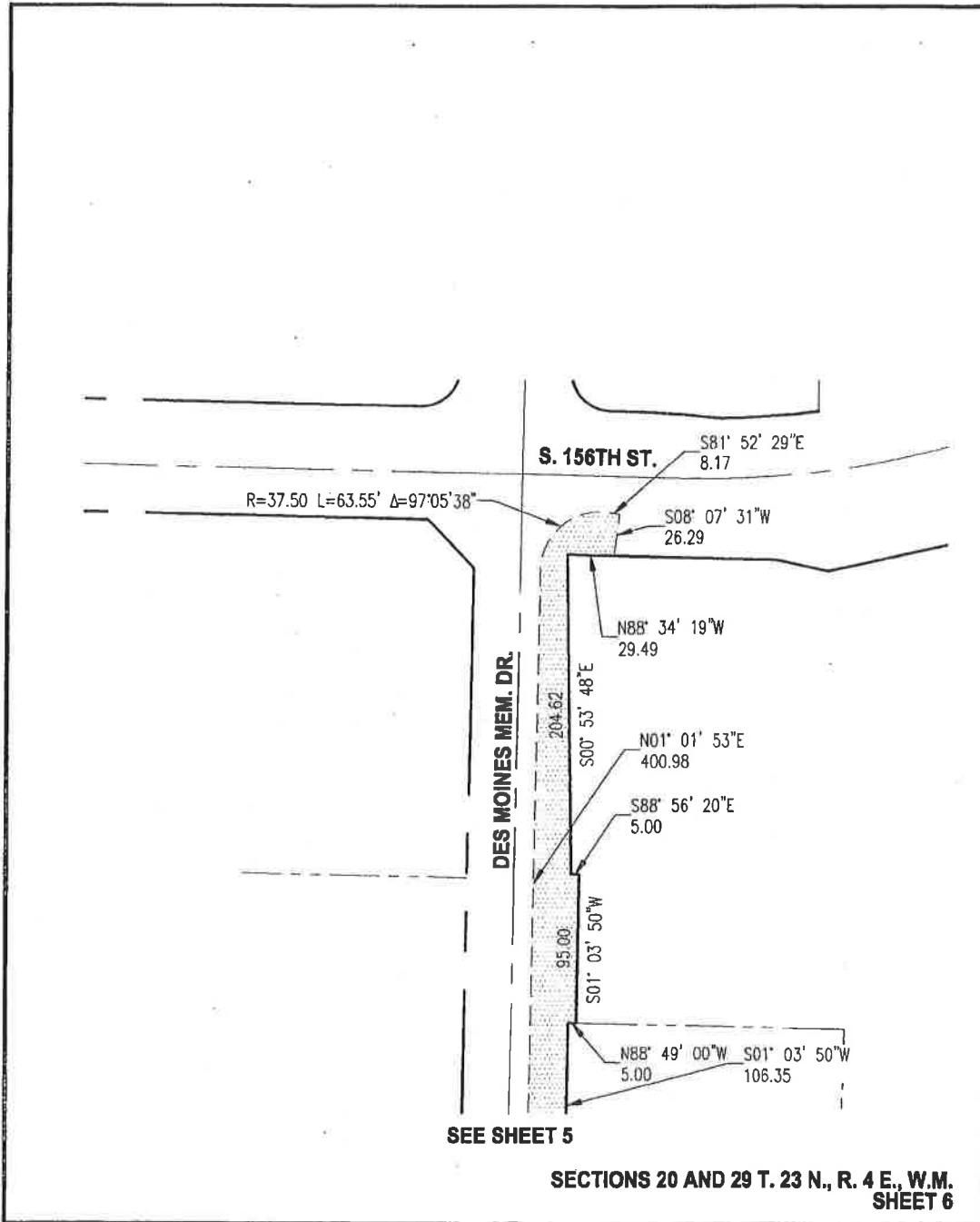
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



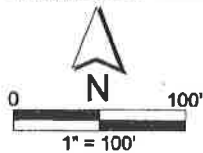
Parametrix DATE: April 21, 2014 FILE: BL0541621084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



Parametrix DATE: April 21, 2014 FILE: BL5541621004SV-SEATACLEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

EXHIBIT E

Form of Sign Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

PERMANENT SIGN EASEMENT

Grantor: City of SeaTac, a municipal corporation of the State of Washington

Grantee: King County, a political subdivision of the State of Washington

Full Legal Description: See Exhibit A to this Sign Easement

Legal Desc. Abbr: A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 29, the SW ¼ and the SE ¼ of Sect 20, T. 23 N. R. 4 E. W.M.

Assessor's Tax Parcel Nos. : 3846600000, 2923040000, 2023040000.

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City of SeaTac, a municipal corporation of the State of Washington ("Grantor"), does hereby grant to King County, a political subdivision of the State of Washington its successors and assigns, and agents ("Grantee"), a permanent non-exclusive easement over and across those portions of the real property legally described as the "Permanent Sign Easement Area(s)" on Exhibit A and depicted on Exhibit B hereto, which Exhibits are incorporated hereby by this reference. The Grantor warrants that all owners of the Permanent Sign Easement Area(s) have executed this document.

This Easement is granted for the purposes of accessing and constructing, inspecting, reconstructing, maintaining and repairing informational signs for the public related to the Lake to Sound Regional Trail ("Signs").

Grantee shall have the right at such time as may be necessary and at the Grantee's sole discretion, to enter upon the Property and to have unimpeded access to, in and through the Permanent Sign Easement Area(s) for the purposes of exercising the Grantee's rights as described herein.

Grantor shall not conduct, authorize or allow actions that remove, alter, obstruct the view of, or otherwise interfere with any improvements installed by Grantee within the Permanent Sign Easement Area(s), without the prior written approval of Grantee. Except as provided in this paragraph, neither Grantor nor Grantee is hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights.

In the event Grantee abandons this Easement, Grantee shall remove the Signs and fill holes constructed in the ground by Grantee, or shall otherwise restore the property upon which the Signs are located to the same or similar condition as it was immediately before Grantee entered the Permanent Sign Easement Area.

Grantor and Grantee each agree to protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind ("Actions") arising out of, or in connection with, or incident to the exercise of its rights or obligations under this Permanent Sign Easement, except to the extent such Actions arise out of or result from the negligent acts or omissions of the other party. Each party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The Easement granted hereby, and the rights, duties, limitations and obligations herein created, shall run with the land, shall burden the Permanent Sign Easement Area(s), and shall be binding upon the Grantor and Grantee, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Permanent Sign Easement as of the day and year last signed below. .

CITY OF SEATAC, a
A Washington State municipal corporation

By _____
Name _____
Its _____

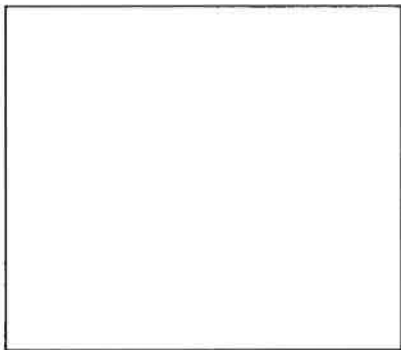
KING COUNTY, a
political subdivision of the State of Washington

By _____
Name _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



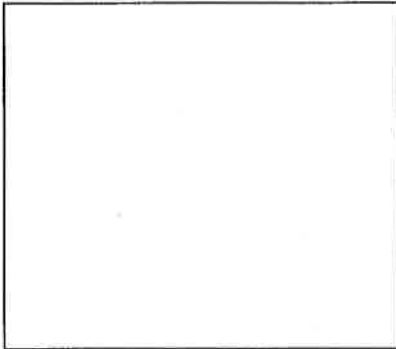
Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

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/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

**EXHIBIT A (to Exhibit E)
PERMANENT SIGN EASEMENT AREA
LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH $01^{\circ}36'10''$ WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING SOUTH $01^{\circ}36'10''$ WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;
 THENCE ALONG SAID SOUTH LINE, NORTH $88^{\circ}38'57''$ WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
 THENCE ALONG SAID EAST LINE, SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 157.75 FEET;
 THENCE SOUTH $57^{\circ}58'52''$ EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $12^{\circ}58'19''$, A DISTANCE OF 204.97 FEET;
 THENCE NORTH $70^{\circ}57'11''$ WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH $70^{\circ}57'11''$ EAST;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $06^{\circ}44'03''$, A DISTANCE OF 107.58 FEET;
 THENCE SOUTH $16^{\circ}31'32''$ WEST A DISTANCE OF 136.13 FEET;
 THENCE SOUTH $12^{\circ}18'46''$ WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;
 THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH $18^{\circ}27'47''$ WEST, A DISTANCE OF 5.37 FEET;
 THENCE NORTH $09^{\circ}43'40''$ WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;
 THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}21'47''$ EAST, A DISTANCE OF 25.91 FEET;
 THENCE NORTH $14^{\circ}27'46''$ EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;
 THENCE SOUTH $77^{\circ}41'14''$ EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;
 THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH $12^{\circ}18'46''$ EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;
 THENCE NORTH $77^{\circ}41'14''$ WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;
 THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}20'34''$ EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH 12°16'33" EAST, A DISTANCE OF 254.03 FEET;
 THENCE NORTH 12°30'05" EAST, A DISTANCE OF 397.65 FEET;
 THENCE NORTH 13°24'34" EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°40'32", A
 DISTANCE OF 238.32 FEET;
 THENCE NORTH 27°05'06" EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'59", A
 DISTANCE OF 88.00 FEET;
 THENCE NORTH 32°08'05" EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 89.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°52'32", A
 DISTANCE OF 91.97 FEET;
 THENCE SOUTH 88°59'23" EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
 BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
 WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
 SAID SECTION 20;
 THENCE NORTH 01°03'50" EAST ALONG THE EAST LINE OF SAID SOUTHWEST
 QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
 EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 01°03'50" EAST, A DISTANCE OF 43.56 FEET A POINT
 ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
 THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
 CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
 NORTH 69°22'31" WEST;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'39", A
 DISTANCE OF 266.20 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 21.40 FEET;
 THENCE NORTH 88°56'10" WEST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 254.44 FEET;
 THENCE NORTH 02°45'01" WEST, A DISTANCE OF 105.23 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
 LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
 PLACE;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°21'51", A
 DISTANCE OF 31.57 FEET;
 THENCE NORTH 73°25'41" EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
 A DISTANCE OF 16.40 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
 THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
 THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
 THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
 THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
 THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

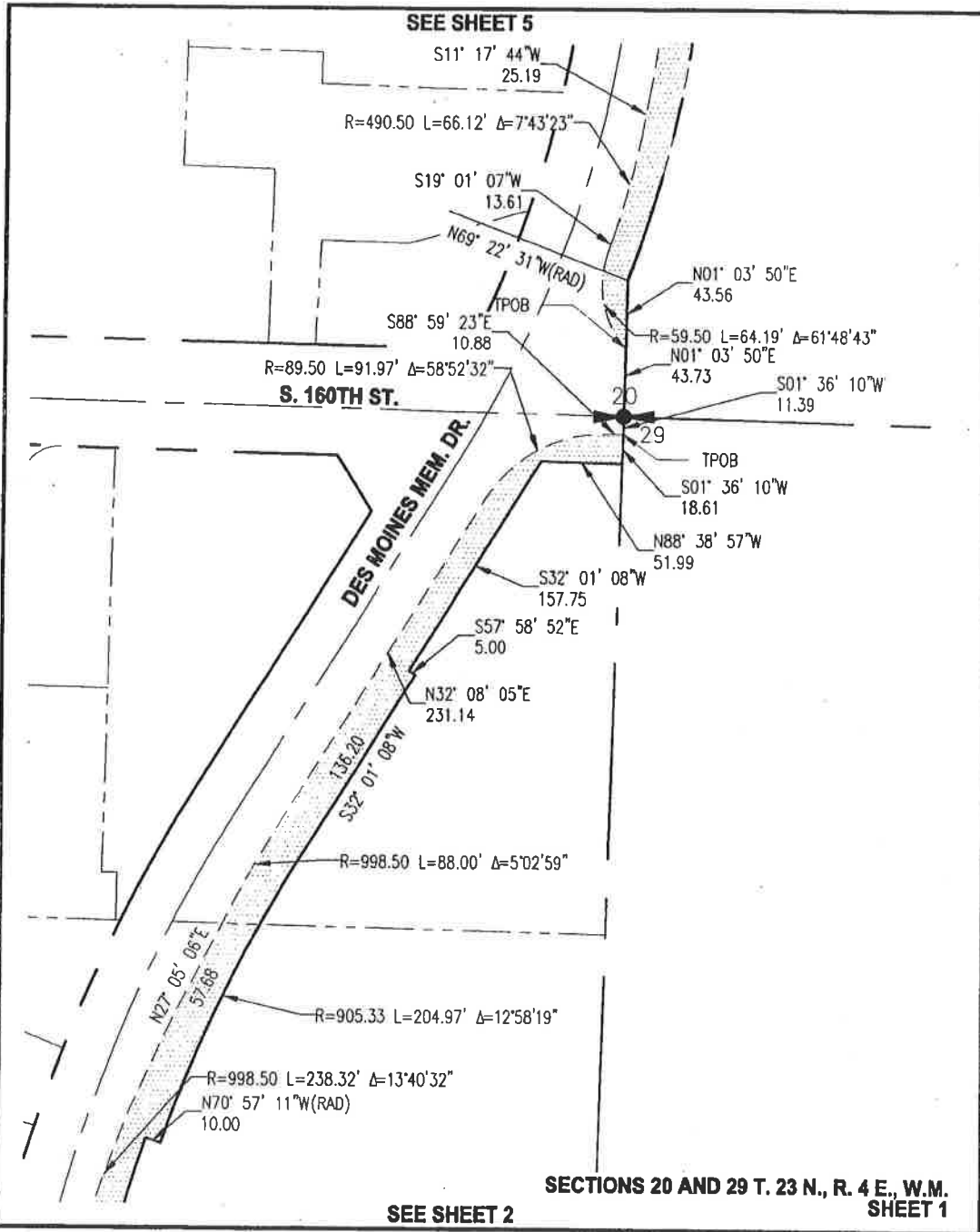
COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

THENCE NORTH 01°01'53" EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 37.50 FEET;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°05'38", A DISTANCE OF 63.55 FEET;
THENCE SOUTH 81°52'29" EAST, A DISTANCE OF 8.17 FEET;
THENCE LEAVING SAID BACK OF CURB, SOUTH 08°07'31" WEST, A DISTANCE OF 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
THENCE NORTH 88°34'19" WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;
THENCE ALONG SAID EAST LINE, SOUTH 00°53'48" EAST, A DISTANCE OF 204.62 FEET;
THENCE SOUTH 88°56'20" EAST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 95.00 FEET;
THENCE NORTH 88°49'00" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH PLACE;
THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°16'51", A DISTANCE OF 41.57 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°51'12" EAST, A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING.

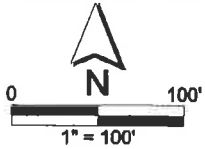
SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS



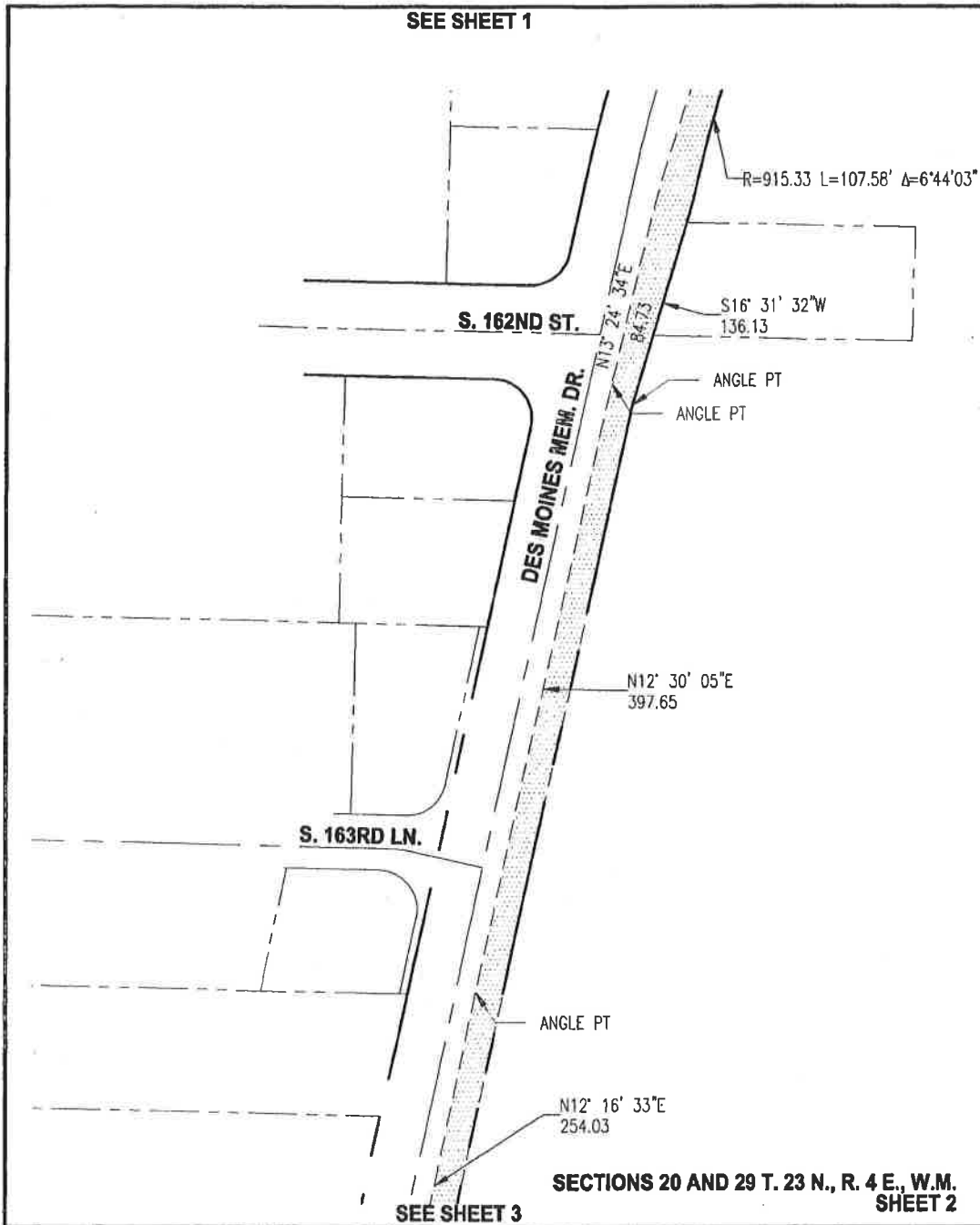
4.21.2014



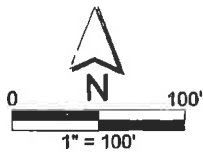
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATACLEGAL



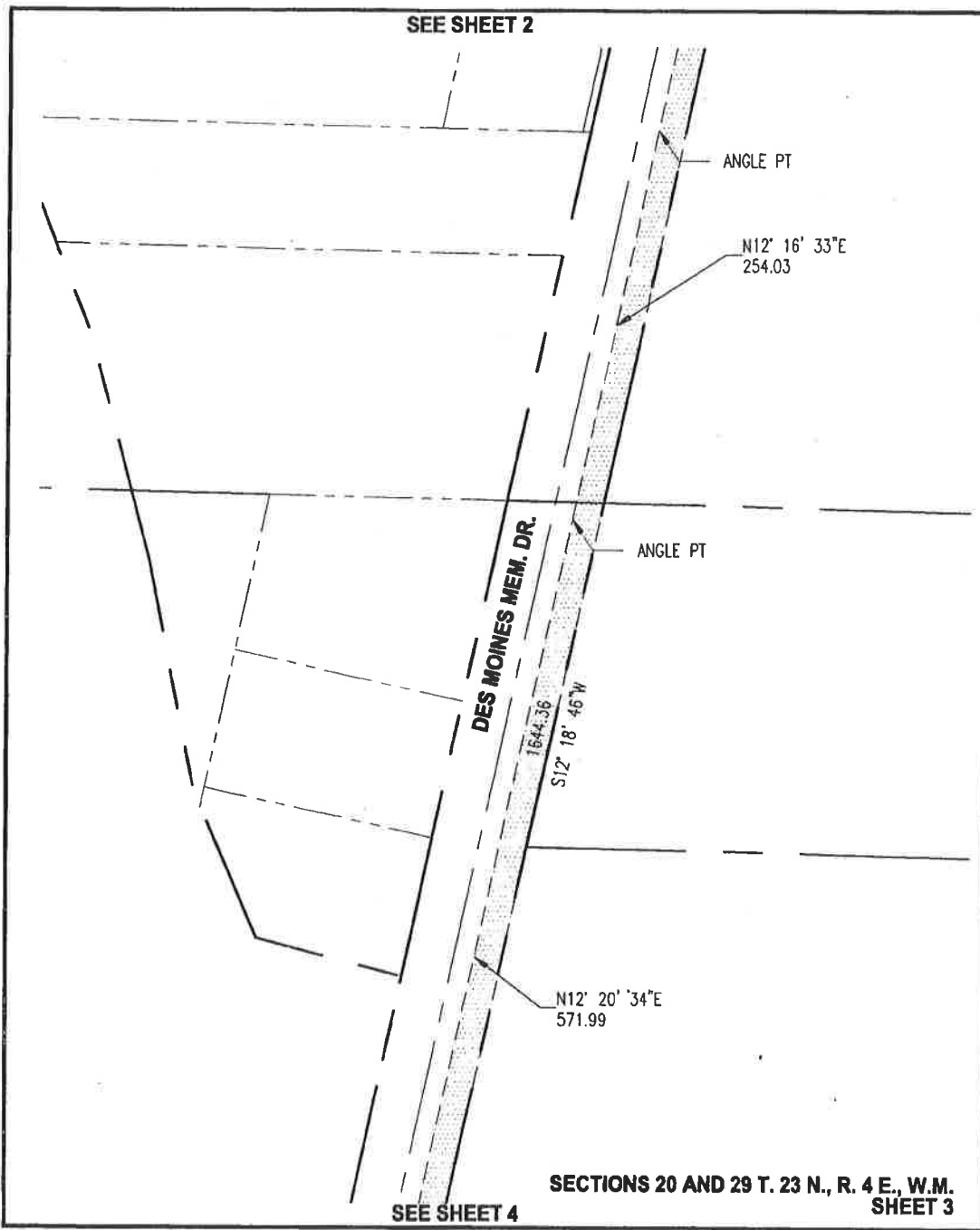
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



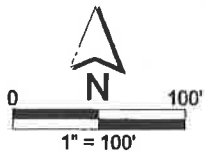
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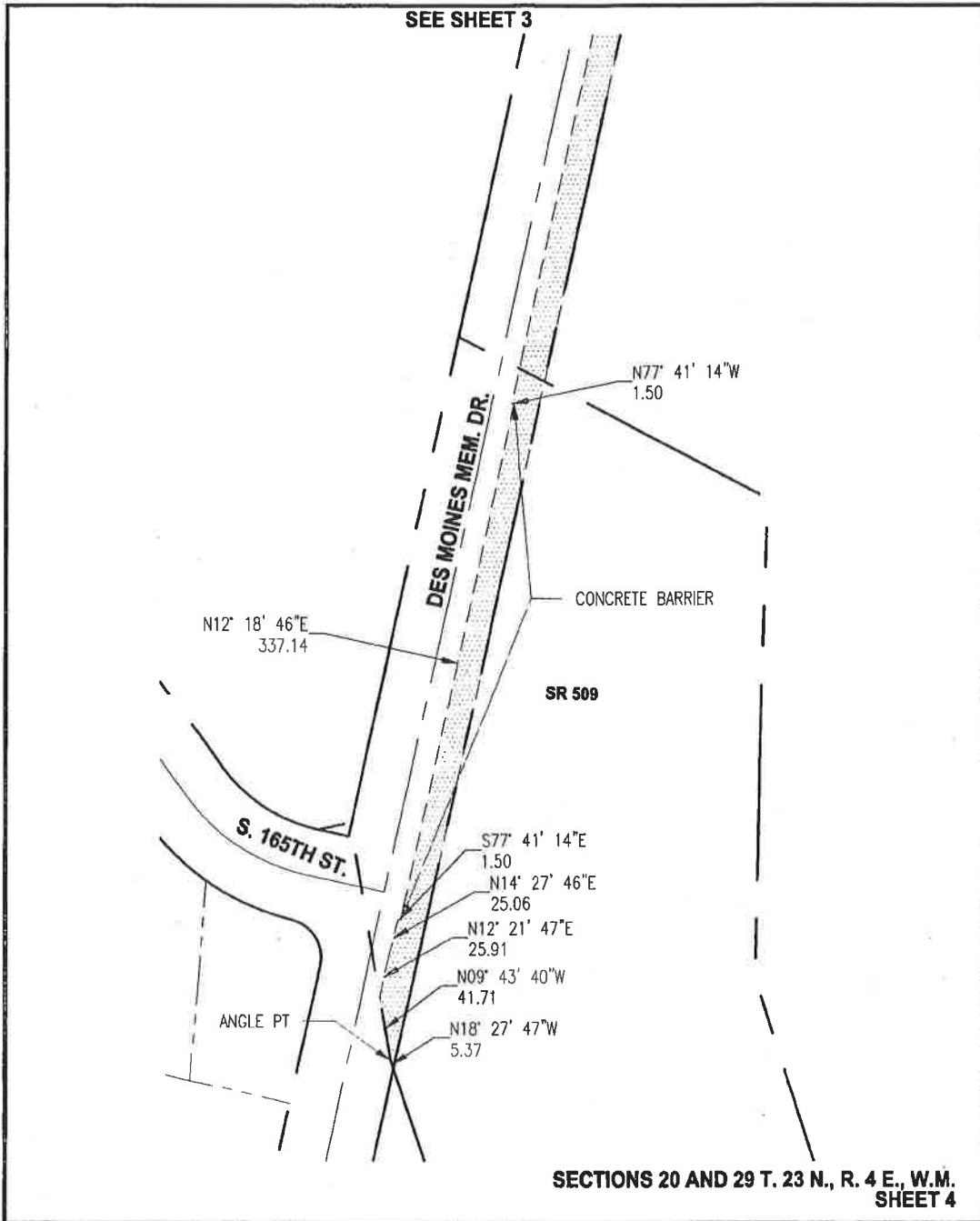
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



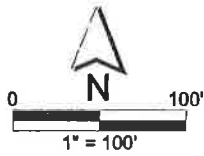
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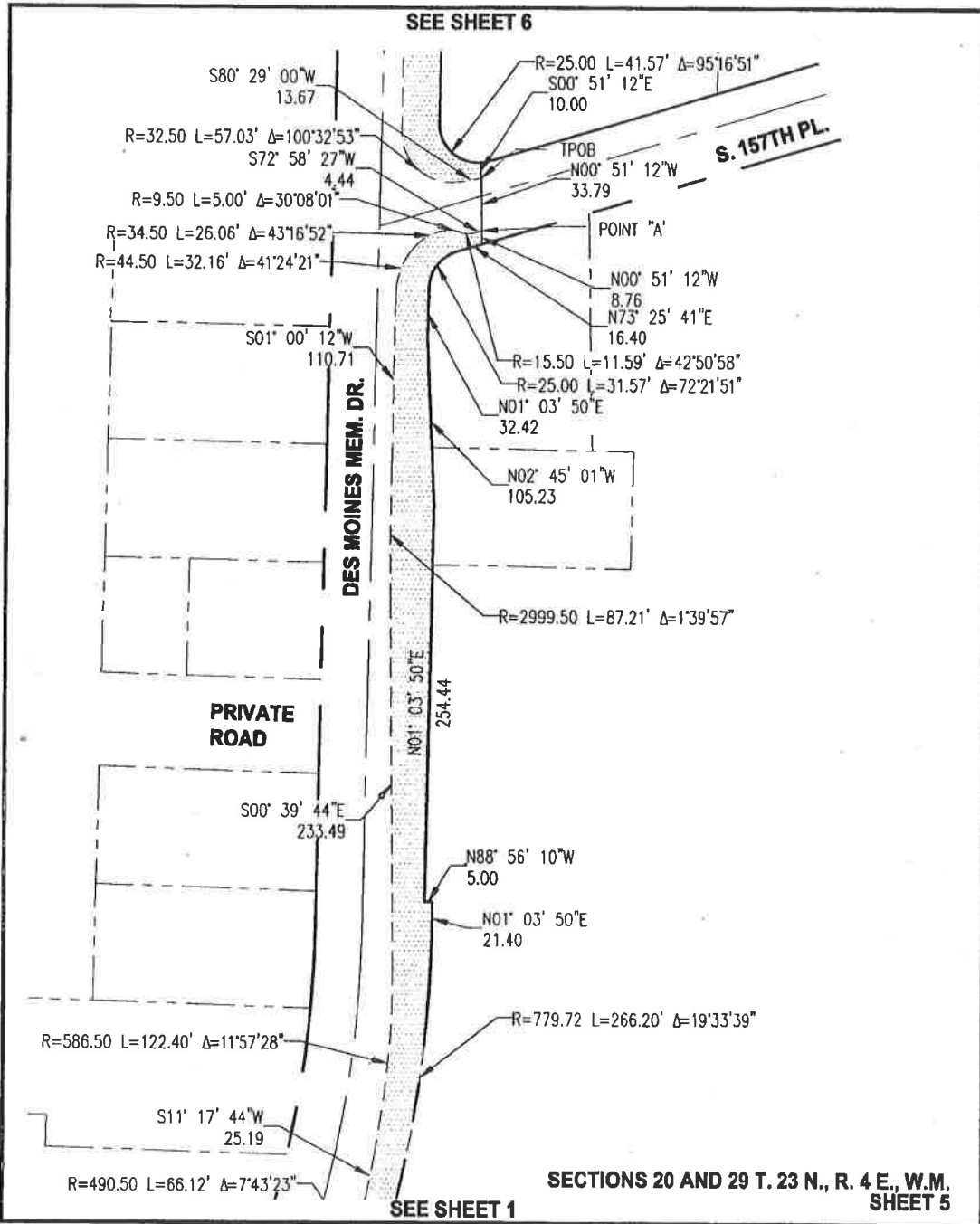
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



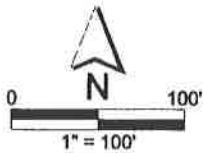
Parametrix DATE: April 21, 2014 FILE: BL5541521084SV-SEATACLEGAL



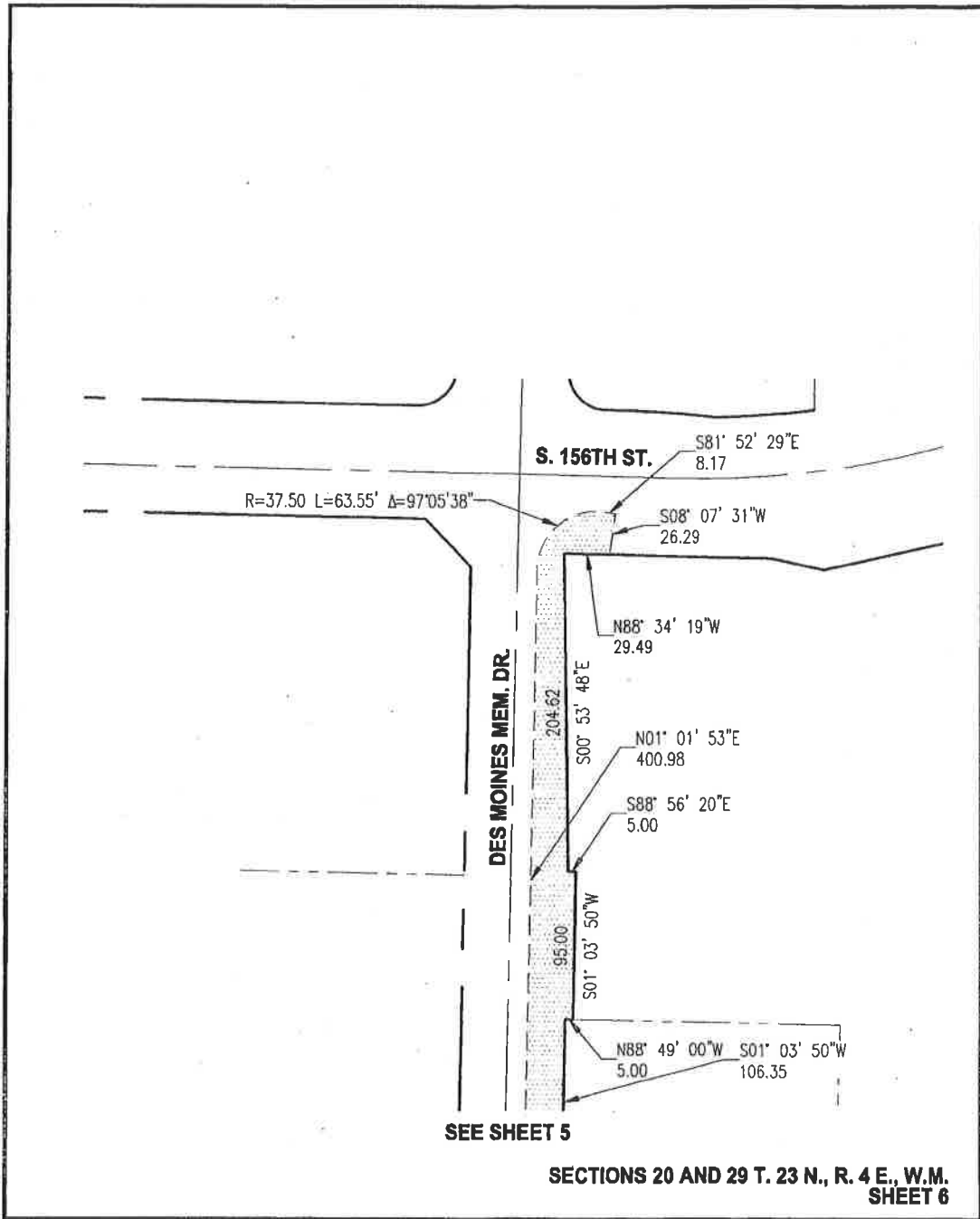
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



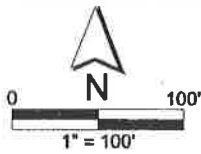
Parametrix DATE: April 21, 2014 FILE: BL5541621084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



Parametrix DATE: April 21, 2014 FILE: BL5641621084SV-SEATAOLEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

EXHIBIT F

Form of Quitclaim and Assignment of Easement

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 S. Jackson St., Room 700
Seattle, WA 98104-3855

QUITCLAIM AND ASSIGNMENT

Grantor(s): King County, a political subdivision of the State of Washington
Grantee(s): City of SeaTac, a municipal corporation of the State of Washington

Legal Description: As described in exhibits A and B to this Quitclaim and Assignment of Easement

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, King County, a political subdivision of the State of Washington, ("Grantor"), hereby assigns and quitclaims to the City of SeaTac, a municipal corporation of the State of Washington ("Grantee"), all of Grantor's right, title and interest to the Easement (attached hereto as Exhibit A, which is incorporated herein by this reference) that burdens the property legally described in Exhibit B (attached hereto and incorporated herein by this reference ("Property")).

By accepting assignment and quitclaim of this Easement, Grantee accepts all improvements constructed by Grantor on or within the Property (Improvements) "as is where is", agrees that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements, and is not responsible for any maintenance, repairs, service or defect in the Improvements or the operation and use of the Improvements, and

releases Grantor from any and all conditions of said Easement.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY

GRANTEE: CITY OF SEATAC

BY: _____

BY: _____

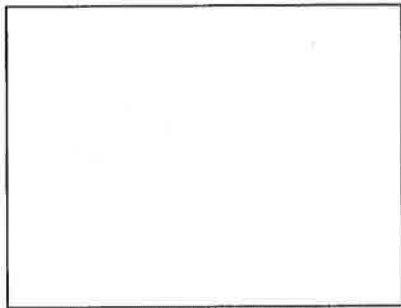
Its _____

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/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF SEATAC, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



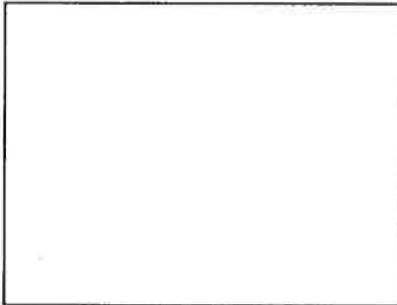
(Use this space for notarial stamp/seal)

Notary Public _____
Print Name _____
My commission expires _____

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/she was authorized to execute the instrument and acknowledged it as the _____ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notarial stamp/seal)

**EXHIBIT A (to Exhibit F)
EASEMENT DESCRIPTION**

Landscape Easement

The east half of the northwest quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington, lying easterly of Des Moines Way, and easterly of State Route 509;

EXCEPT that portion described as follows:

The south 72.30 feet of the north half of the northeast quarter of the northwest quarter, lying east of Des Moines Highway;

EXCEPT that portion thereof lying east of a line described as follows:

Beginning on the south line of the above described property at a point 171 feet west of the southeast corner thereof;

thence north parallel with the east line of the above described property to the north line thereof;

EXCEPT road;

AND

EXCEPT that portion thereof lying within the unrecorded plat of Roland P. Rice Tracts No. 1;

EXCEPT roads;

TOGETHER WITH vacated streets adjoining per City of SeaTac Vacation Ordinance No. 01-1018, recorded

under Recording Number 20010907002021.

Slope and Utility Easement

The east half of the northwest quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington, lying easterly of Des Moines Way, and easterly of State Route 509;

EXCEPT that portion described as follows:

The south 72.30 feet of the north half of the northeast quarter of the northwest quarter, lying east of Des Moines Highway;

EXCEPT that portion thereof lying east of a line described as follows:

Beginning on the south line of the above described property at a point 171 feet west of the southeast corner thereof;

thence north parallel with the east line of the above described property to the north line thereof;
EXCEPT road;

AND

EXCEPT that portion thereof lying within the unrecorded plat of Roland P. Rice Tracts No. 1;
EXCEPT roads;

TOGETHER WITH vacated streets adjoining per City of SeaTac Vacation Ordinance No. 01-1018, recorded under Recording Number 20010907002021.

**EXHIBIT B (to Exhibit F)
LEGAL DESCRIPTION OF PROPERTY**

Landscape Easement

That portion of the northwest quarter of Section 29, Township 23 North, Range 4 East, W.M., in King County, Washington described as follows:

Beginning at the intersection of the east line of Des Moines Memorial Drive with the south line of the northeast quarter of the northwest quarter of said section;
 thence north $12^{\circ}18'46''$ east, along said east line, a distance of 261.53 feet;
 thence south $77^{\circ}41'14''$ east, a distance of 20.00 feet;
 thence south $12^{\circ}18'46''$ west, a distance of 185.00 feet;
 thence north $77^{\circ}41'14''$ west, a distance of 15.00 feet;
 thence south $12^{\circ}18'46''$ west, a distance of 86.03 feet;
 thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet to said east line;
 thence north $12^{\circ}18'46''$ east, along said east line, a distance of 9.50 feet to the point of beginning.

TOGETHER WITH that portion of said subdivision described as follows:

Commencing at the intersection of the east line of Des Moines Memorial Drive with the south line of the northeast quarter of the northwest quarter of said section;
 thence south $12^{\circ}18'46''$ west, along said east line, a distance of 226.62 feet to the True Point of Beginning;
 thence continuing south $12^{\circ}18'46''$ west, along said east line, a distance of 337.93 feet;
 thence south $77^{\circ}41'14''$ east, a distance of 20.00 feet;
 thence north $12^{\circ}18'46''$ east, a distance of 333.23 feet;
 thence north $77^{\circ}41'14''$ west, a distance of 15.00 feet;
 thence north $12^{\circ}18'46''$ east, a distance of 4.70 feet;
 thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet to the True Point of Beginning.

Said portions containing 10,818.32 square feet more or less.

Slope and Utility Easement

Beginning at the intersection of the east line of Des Moines Memorial Drive with the south line of the northeast quarter of the northwest quarter of said section;
thence north $12^{\circ}18'46''$ east, along said east line, a distance of 261.53 feet to the True Point of Beginning;
thence continuing north $12^{\circ}18'46''$ east, a distance of 365.17 feet;
thence north $16^{\circ}31'32''$ east, a distance of 136.13 feet;
thence leaving said east line, south $88^{\circ}40'35''$ east, a distance of 6.72 feet;
thence south $12^{\circ}18'46''$ west, a distance of 113.29 feet;
thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet;
thence south $12^{\circ}18'46''$ west, a distance of 299.32 feet;
thence north $77^{\circ}41'14''$ west, a distance of 5.00 feet to the Point of Beginning.

Said portions containing 2,542.43 square feet more or less.

EXHIBIT G

Form of Bill of Sale

Recording Requested By And
When Recorded Mail To:

King County
Department of Natural Resources & Parks
Parks and Recreation Division
201 South Jackson Street, Room 700
Seattle, WA 98104-3855

QUIT CLAIM BILL OF SALE

Grantor: King County, a political subdivision of the State of Washington
Grantee: The City of SeaTac, a municipal corporation of the State of Washington

Legal Desc. Abbr: A portion of Des Moines Memorial Drive South located within the NW ¼ of Sect. 29, the SW ¼ and the SE ¼ of Sect 20, T. 23 N. R. 4 E. W.M.
Assessor's Tax Parcel Nos. : 3846600000, 2923040000, 2023040000.

This Quit Claim Bill of Sale is made this __ day of _____, 20__ between King County a political subdivision of the State of Washington (Grantor) and the City of SeaTac, a municipal corporation of the State of Washington ("Grantee") and collectively referred to as the "Parties."

WITNESSETH:

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct a portion of what is known as Segment B of the Lake to Sound Trail, a segment of trail along Des Moines Memorial Drive extending from South Normandy Road in the City of Burien to 156th Way in the City of SeaTac. The portion of Segment B within the boundaries of the City, subject to the Interagency Agreement, is known as "the Project".

B. The Interagency Agreement provides that, after construction of the Project by the County and recording of a Restrictive Covenant by the City requiring the property on which the trail was built to be used in perpetuity for a Regional Trail, the County will transfer to the City

ownership of the Project improvements located on or within: (1) the real property within the right of way for Des Moines Memorial Drive ("Right of Way Property") legally described in Exhibit A attached hereto and incorporated herein ; and (2) real property leased by the City from the Washington State Department of Transportation (WSDOT) on WSDOT right of way for State Route 509 for purposes of the Project ("WSDOT Property"), legally described in Exhibit B attached hereto and incorporated herein.

C. All of the conditions and circumstances set forth in the Interagency Agreement for transfer of ownership of the Project improvements have been met.

NOW THEREFORE, in consideration of the mutual covenants between the Parties recited herein, the receipt and adequacy of which is hereby acknowledged, Grantor hereby absolutely and unconditionally quitclaims, grants, sells, transfers, releases, confirms and delivers to Grantee, all of Grantor's right, title and interest in and to any and all Project improvements, fixtures, equipment, furnishings, and other tangible property owned by Grantor and located on the property described in Exhibits A and B, including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railings, retaining walls, rebar, wire fabric, and landscaping ("Improvements"); EXCEPT Grantor does not quitclaim, grant, sell, transfer, release, confirm or deliver to Grantee any of Grantor's right, title and interest in any improvements on the Right of Way Property installed by Grantor pursuant to the Permanent Sign Easement entered into between the City of SeaTac and King County, recorded in the records of King County under recording No. _____.

The Grantor and Grantee agree that the transfer and sale of the Improvements is "as is where is" and that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements and is not responsible for any maintenance, repairs, service or defect in the Improvements or the operation and use of the Improvements.

The Grantee agrees to release, protect, defend, indemnify and save harmless the Grantor, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") relating to, arising out of, or in connection with or incident to the use by any person of the Improvements that occur on or after the effective date of this Quit Claim Bill of Sale.

Dated this ___ day of _____, 20__.

GRANTOR: KING COUNTY

GRANTEE: CITY OF SEATAC

BY: _____

BY: _____

**EXHIBIT A (to Exhibit G)
LEGAL DESCRIPTION OF PROPERTY**

4

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 29, THENCE SOUTH $01^{\circ}36'10''$ WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, A DISTANCE OF 11.39 FEET TO A POINT AT THE BACK OF CURB OR EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH $01^{\circ}36'10''$ WEST, A DISTANCE OF 18.61 FEET MORE OR LESS TO THE SOUTH LINE OF SOUTH 160TH STREET;

THENCE ALONG SAID SOUTH LINE, NORTH $88^{\circ}38'57''$ WEST, A DISTANCE OF 51.99 FEET TO THE EAST LINE OF DES MOINES MEMORIAL DRIVE;

THENCE ALONG SAID EAST LINE, SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 157.75 FEET;

THENCE SOUTH $57^{\circ}58'52''$ EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH $32^{\circ}01'08''$ WEST, A DISTANCE OF 136.20 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 905.33 FEET;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $12^{\circ}58'19''$, A DISTANCE OF 204.97 FEET;

THENCE NORTH $70^{\circ}57'11''$ WEST, A DISTANCE OF 10.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 915.33 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH $70^{\circ}57'11''$ EAST;

THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF $06^{\circ}44'03''$, A DISTANCE OF 107.58 FEET;

THENCE SOUTH $16^{\circ}31'32''$ WEST A DISTANCE OF 136.13 FEET;

THENCE SOUTH $12^{\circ}18'46''$ WEST, A DISTANCE OF 1644.36 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF SR 509;

THENCE LEAVING SAID EAST LINE, ALONG SAID SOUTH LINE, NORTH $18^{\circ}27'47''$ WEST, A DISTANCE OF 5.37 FEET;

THENCE NORTH $09^{\circ}43'40''$ WEST, A DISTANCE OF 41.71 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID SOUTH LINE AND THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}21'47''$ EAST, A DISTANCE OF 25.91 FEET;

THENCE NORTH $14^{\circ}27'46''$ EAST, A DISTANCE OF 25.06 FEET MORE OR LESS TO THE BEGINNING OF A CONCRETE BARRIER;

THENCE SOUTH $77^{\circ}41'14''$ EAST, A DISTANCE OF 1.50 FEET, MORE OR LESS TO THE BACK OF SAID CONCRETE BARRIER;

THENCE ALONG THE BACK OF SAID BACK OF BARRIER, NORTH $12^{\circ}18'46''$ EAST, A DISTANCE OF 337.14 FEET, MORE OR LESS, TO THE END OF SAID BARRIER;

THENCE NORTH $77^{\circ}41'14''$ WEST, A DISTANCE OF 1.50 FEET, MORE OR LESS, TO THE BACK OF CURB;

THENCE ALONG SAID BACK OF CURB, NORTH $12^{\circ}20'34''$ EAST, A DISTANCE OF 571.99 FEET;

THENCE NORTH 12°16'33" EAST, A DISTANCE OF 254.03 FEET;
 THENCE NORTH 12°30'05" EAST, A DISTANCE OF 397.65 FEET;
 THENCE NORTH 13°24'34" EAST, A DISTANCE OF 84.73 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°40'32", A
 DISTANCE OF 238.32 FEET;
 THENCE NORTH 27°05'06" EAST, A DISTANCE OF 57.68 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 998.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°02'59", A
 DISTANCE OF 88.00 FEET;
 THENCE NORTH 32°08'05" EAST, A DISTANCE OF 231.14 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 89.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°52'32", A
 DISTANCE OF 91.97 FEET;
 THENCE SOUTH 88°59'23" EAST, A DISTANCE OF 10.88 FEET TO THE TRUE POINT OF
 BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP
 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY,
 WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF
 SAID SECTION 20;
 THENCE NORTH 01°03'50" EAST ALONG THE EAST LINE OF SAID SOUTHWEST
 QUARTER, A DISTANCE OF 43.73 FEET TO A POINT AT THE BACK OF CURB OR
 EXTENSION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE CONTINUING NORTH 01°03'50" EAST, A DISTANCE OF 43.56 FEET A POINT
 ON THE EAST LINE OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING
 THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, SAID
 CURVE HAVING A RADIUS OF 779.72 FEET, FROM WHICH A RADIAL LINE BEARS
 NORTH 69°22'31" WEST;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°33'39", A
 DISTANCE OF 266.20 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 21.40 FEET;
 THENCE NORTH 88°56'10" WEST, A DISTANCE OF 5.00 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 254.44 FEET;
 THENCE NORTH 02°45'01" WEST, A DISTANCE OF 105.23 FEET;
 THENCE NORTH 01°03'50" EAST, A DISTANCE OF 32.42 FEET TO THE BEGINNING OF
 A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION BETWEEN SAID EAST
 LINE OF DES MOINES MEMORIAL DRIVE AND THE SOUTH LINE OF SOUTH 157TH
 PLACE;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°21'51", A
 DISTANCE OF 31.57 FEET;
 THENCE NORTH 73°25'41" EAST, ALONG THE SOUTH LINE OF SOUTH 157TH PLACE,
 A DISTANCE OF 16.40 FEET;

THENCE LEAVING SAID SOUTH LINE, NORTH 00°51'12" WEST, A DISTANCE OF 8.76 FEET MORE OR LESS TO A POINT "A", SAID POINT BEING AT THE BACK OF CURB OR EXTENSION THEREOF;
 THENCE ALONG SAID BACK OF CURB, SOUTH 72°58' 27" WEST A DISTANCE OF 4.44 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTH, SAID CURVE HAVE A RADIUS OF 15.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°50'58", A DISTANCE OF 11.59 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 9.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°08'01", A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 34.50 FEET;
 THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°16'52", A DISTANCE OF 26.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A RADIUS OF 44.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°24'21", A DISTANCE OF 32.16 FEET;
 THENCE SOUTH 01°00'12" WEST, A DISTANCE OF 110.71 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 2999.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°39'57", A DISTANCE OF 87.21 FEET;
 THENCE SOUTH 00°39'44" EAST, A DISTANCE OF 233.49 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 586.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°57'28", A DISTANCE OF 122.40 FEET;
 THENCE SOUTH 11°17'44" WEST, A DISTANCE OF 25.19 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 490.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°43'23", A DISTANCE OF 66.12 FEET;
 THENCE SOUTH 19°01'07" WEST, A DISTANCE OF 13.61 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 59.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°48'43", A DISTANCE OF 64.19 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

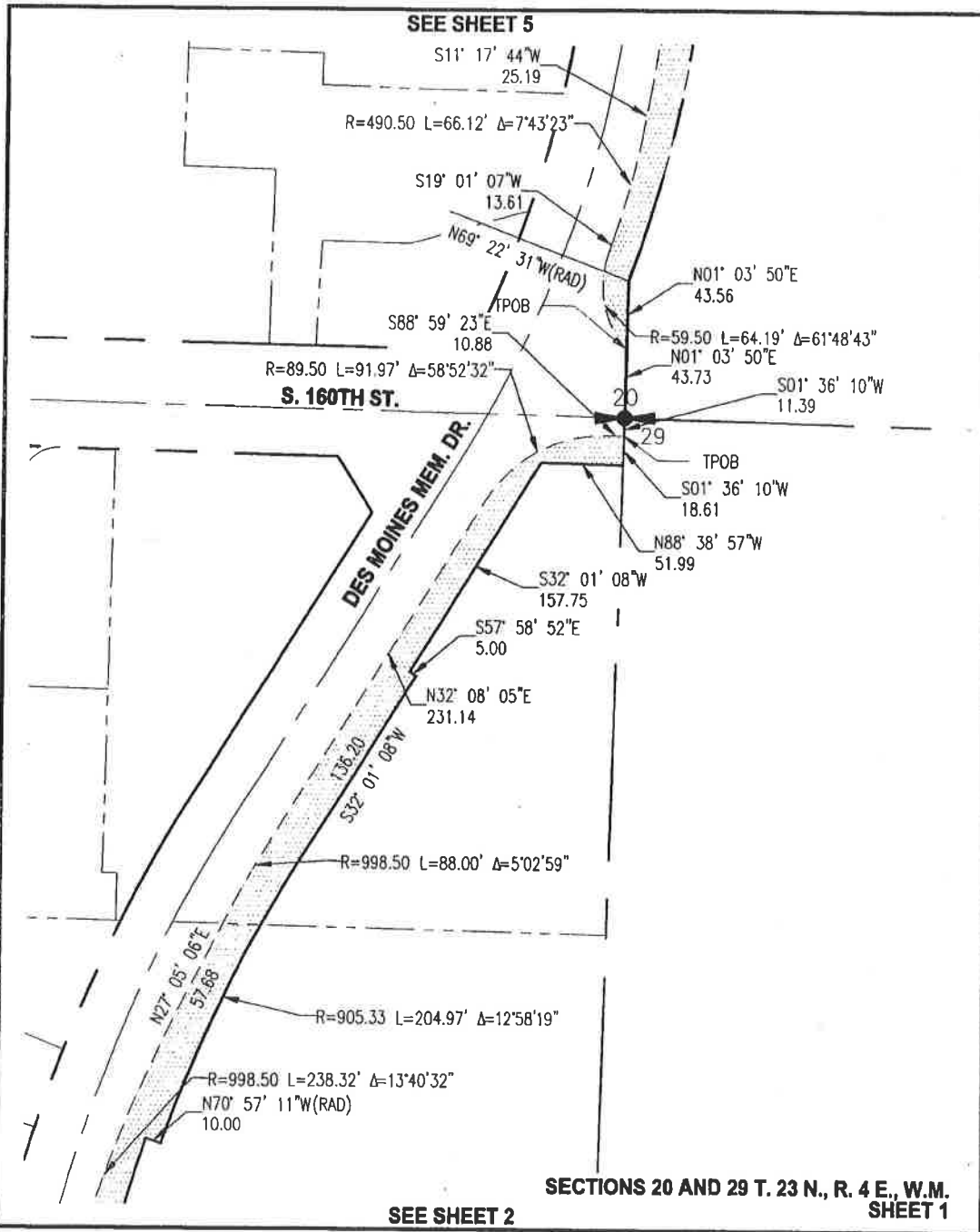
COMMENCING AT SAID POINT "A", THENCE NORTH 00°51'12" WEST, A DISTANCE OF 33.79 FEET, MORE OR LESS, TO A POINT AT THE BACK OF CURB OR EXTENTION THEREOF, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE ALONG SAID BACK OF CURB, SOUTH 80°29'00 WEST, A DISTANCE OF 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 32.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 100°32'53", A DISTANCE OF 57.03 FEET;

THENCE NORTH 01°01'53" EAST, A DISTANCE OF 400.98 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A
 RADIUS OF 37.50 FEET;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 97°05'38", A
 DISTANCE OF 63.55 FEET;
 THENCE SOUTH 81°52'29" EAST, A DISTANCE OF 8.17 FEET;
 THENCE LEAVING SAID BACK OF CURB, SOUTH 08°07'31" WEST, A DISTANCE OF
 26.29 FEET, MORE OR LESS, TO THE SOUTH LINE OF SOUTH 156TH STREET;
 THENCE NORTH 88°34'19" WEST, A DISTANCE OF 29.49 FEET TO THE EAST LINE OF
 DES MOINES MEMORIAL DRIVE;
 THENCE ALONG SAID EAST LINE, SOUTH 00°53'48" EAST, A DISTANCE OF 204.62
 FEET;
 THENCE SOUTH 88°56'20" EAST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 95.00 FEET;
 THENCE NORTH 88°49'00" WEST, A DISTANCE OF 5.00 FEET;
 THENCE SOUTH 01°03'50" WEST, A DISTANCE OF 106.35 FEET TO THE BEGINNING
 OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A
 RADIUS OF 25.00 FEET, SAID CURVE BEING THE TRANSITION FROM SAID EAST
 LINE OF DES MOINES MEMORIAL DRIVE AND THE NORTH LINE OF SOUTH 157TH
 PLACE;
 THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°16'51", A
 DISTANCE OF 41.57 FEET;
 THENCE LEAVING SAID NORTH LINE, SOUTH 00°51'12" EAST, A DISTANCE OF 10.00
 FEET TO THE TRUE POINT OF BEGINNING.

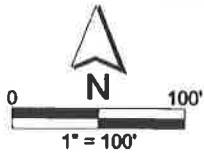
SAID PORTIONS CONTAINING 72,643 SQUARE FEET MORE OR LESS



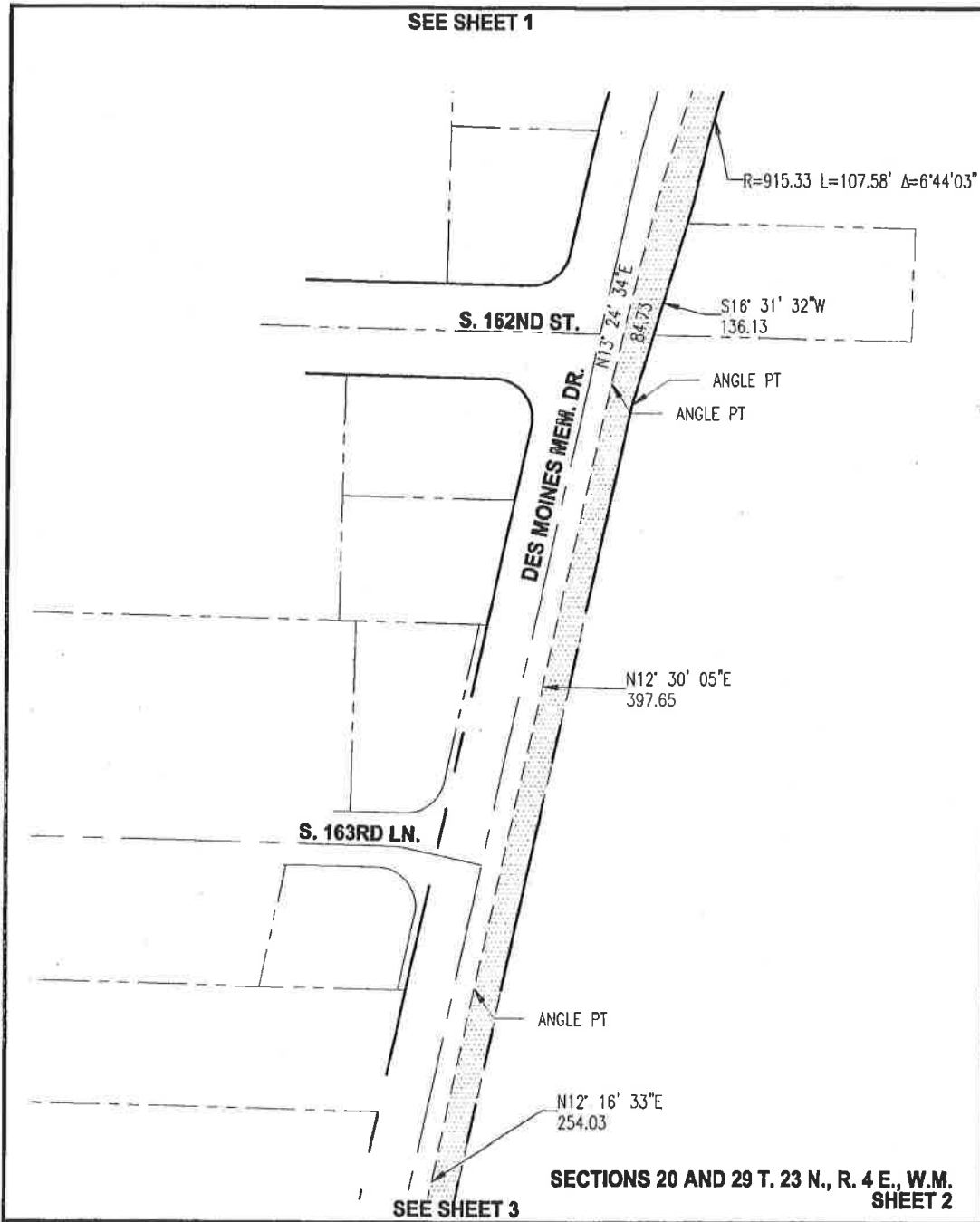
4.21.2014



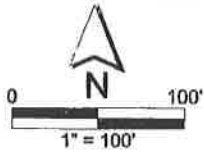
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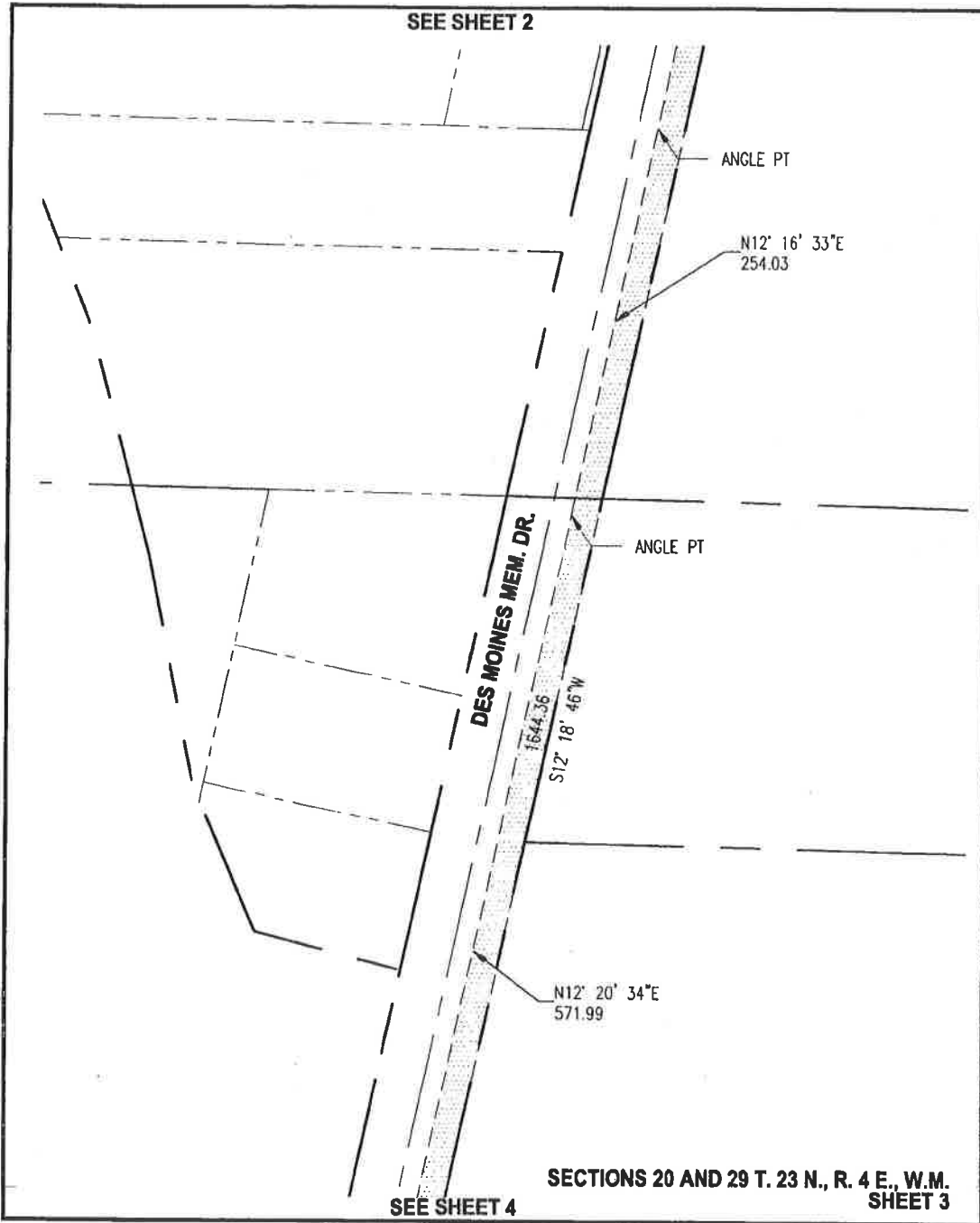
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



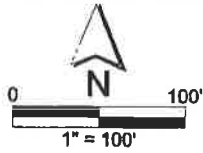
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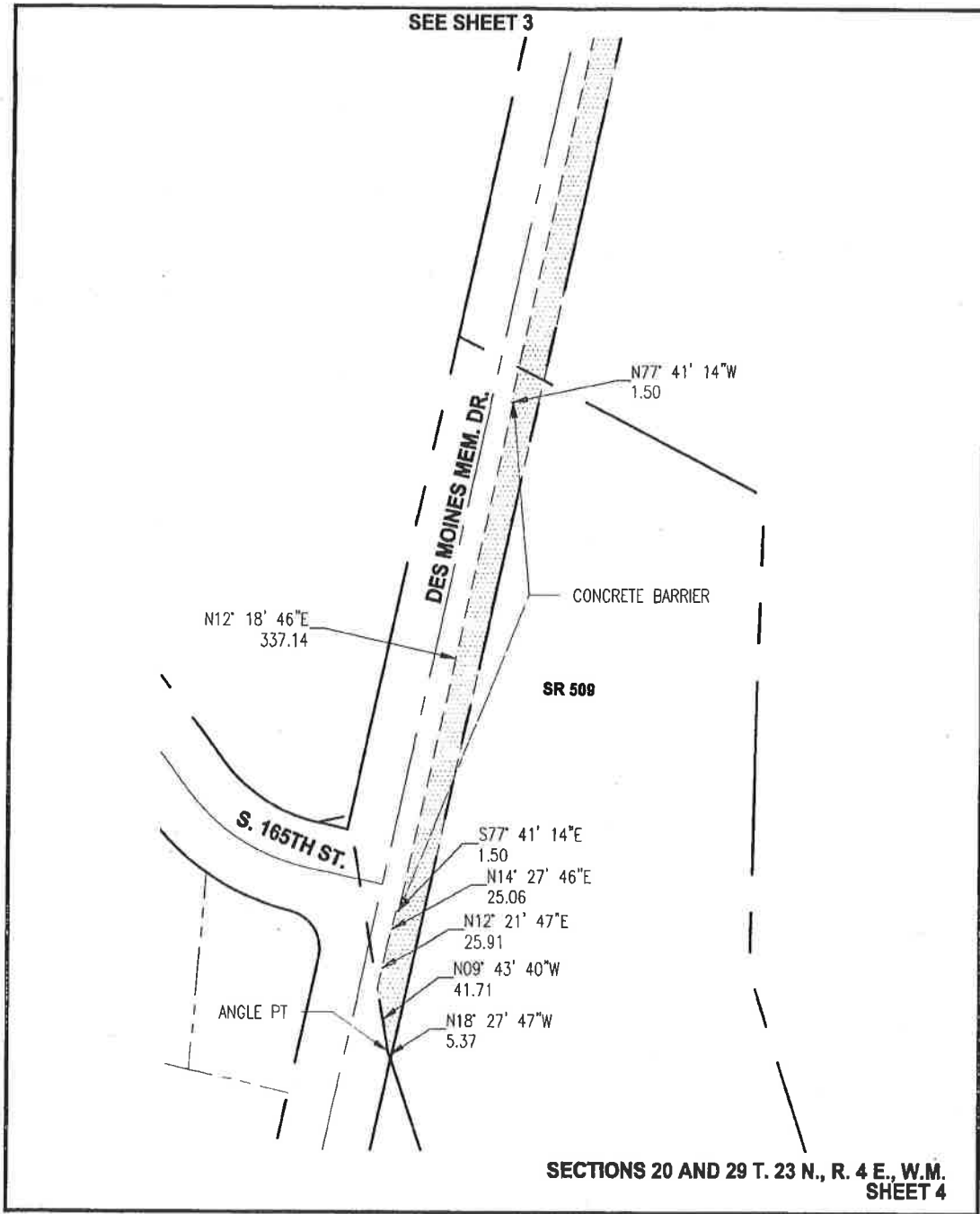
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



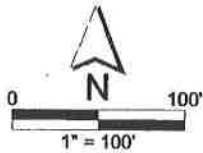
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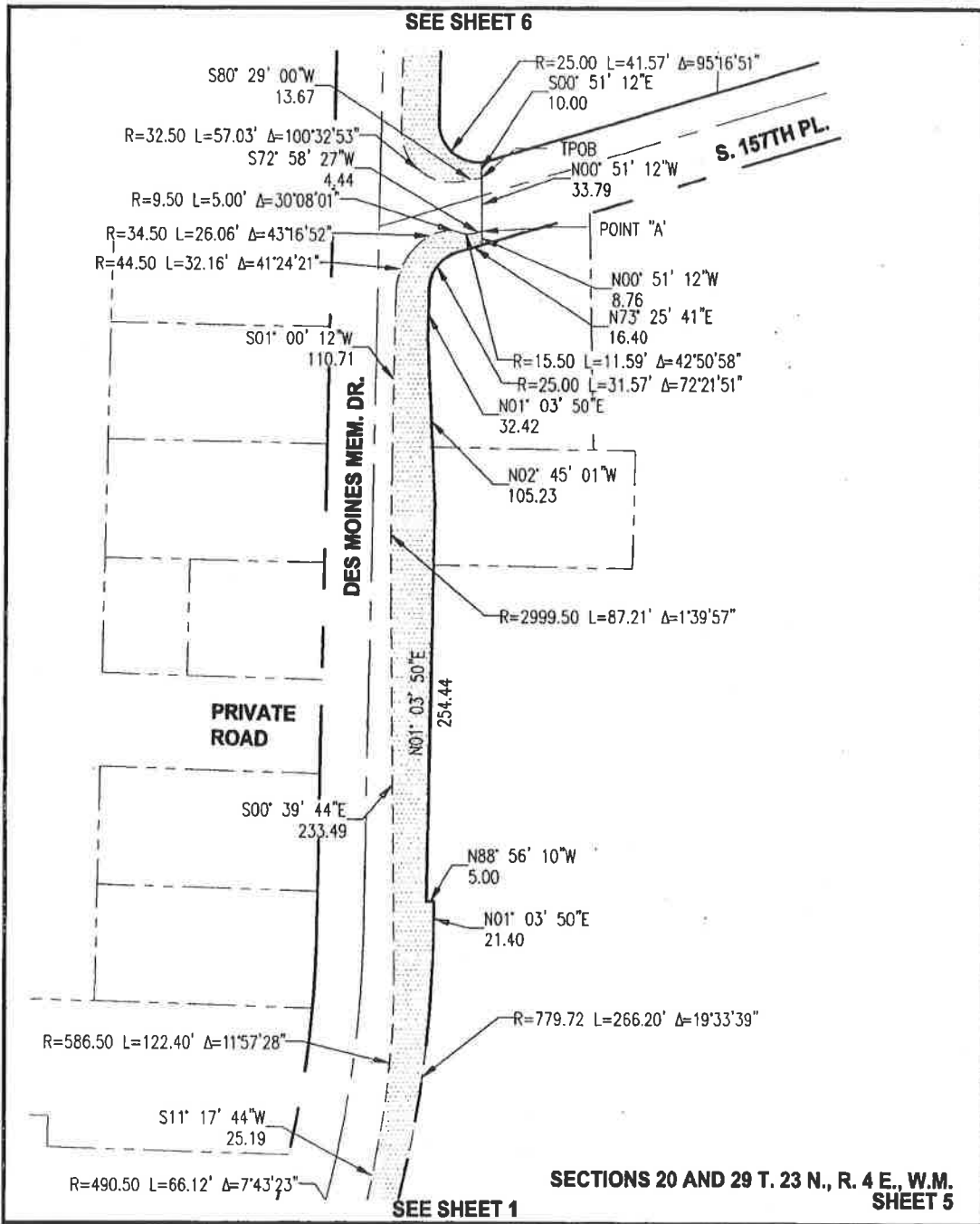
**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



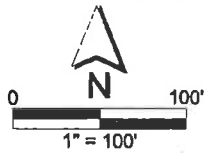
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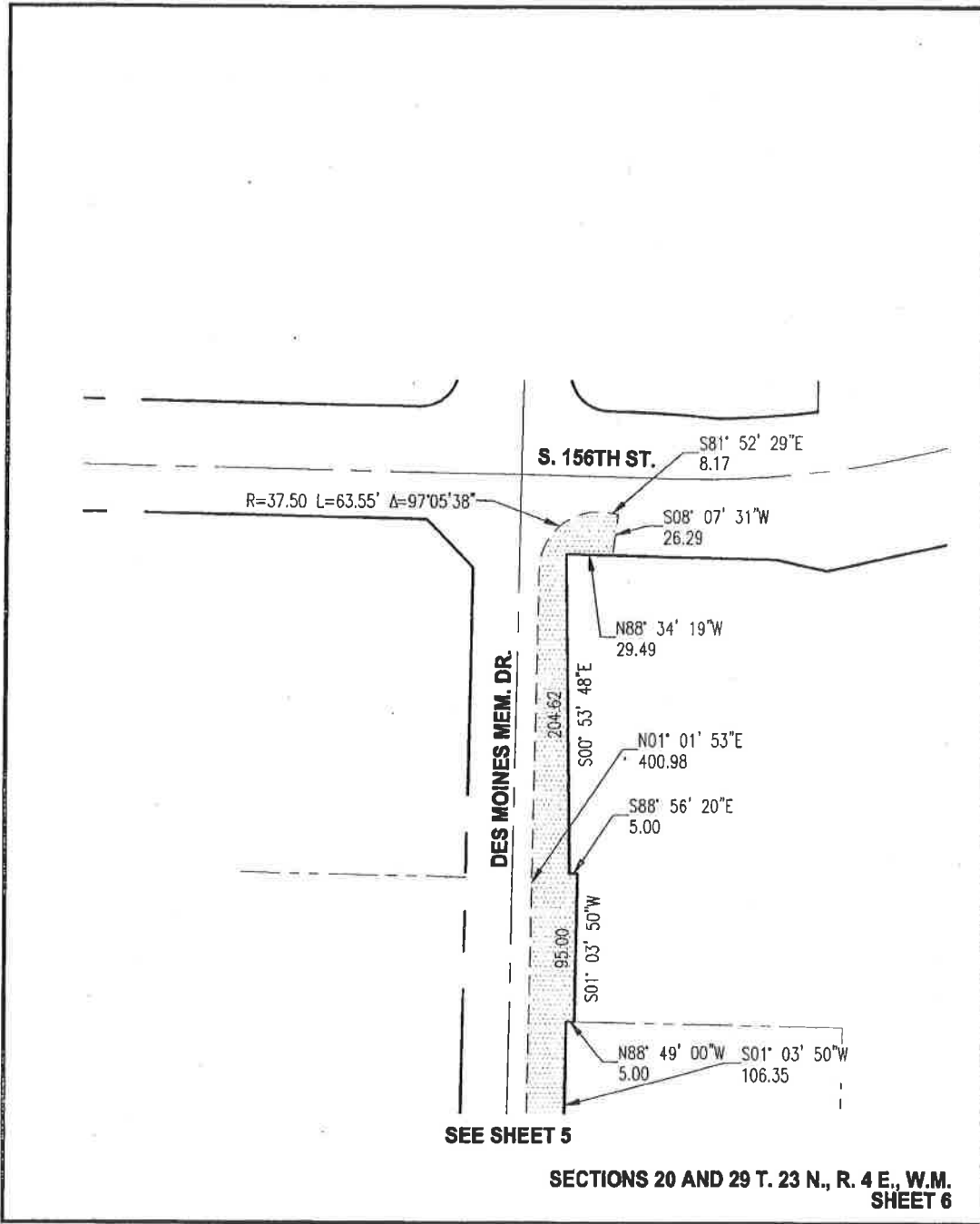
LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT



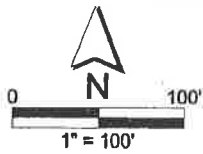
Parametrix DATE: April 21, 2014 FILE: BL6541821084SV-SEATALEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**



Parametrix DATE: April 21, 2014 FILE: BL5541621084SV-SEATACLEGAL



**LAKE TO SOUND TRAIL
LEGAL DESCRIPTION
EXHIBIT**

EXHIBIT B (to Exhibit G)
LEGAL DESCRIPTION OF WSDOT PROPERTY

THAT PORTION OF STATE ROUTE 509 LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 88°45'34" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 399.38 FEET TO A POINT AT STATION 937+35.17 ON THE CENTERLINE OF SR-509 AS SHOWN ON WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS, SR 509, MP 19.43 TO MP 23.87, SR 516 TO DES MOINES WAY SOUTH;
 THENCE NORTH 20°31'46" WEST, A DISTANCE OF 574.02 FEET TO A POINT AT CENTERLINE STATION 943+09.19, SAID POINT BEING AT THE EAST MARGIN OF DES MOINES MEMORIAL DRIVE, SAID POINT ALSO BEING SOUTH 20°31'46" EAST, A DISTANCE OF 55.81 FEET FROM CENTERLINE STATION 943+65 BEING THE END OF THE ABOVE DESCRIBED RIGHT OF WAY PLAN AND CENTERLINE STATION 81+15 AT THE BEGINNING OF WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS, SR 509, MP 23.87 TO MP 25.58, DES MOINES WAY SO. TO SO. 140TH ST., SAID CENTERLINE CONTINUING ON SAID BEARING WITH INCREASING STATIONING, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;
 THENCE NORTH 12°18'46" EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 233.44 FEET TO A POINT ON THE NORTHLY MARGIN OF SAID SR-509, SAID POINT BEING 126.60 FEET RIGHT OF STATION 82+55.32;
 THENCE NORTH 62°32'39" WEST, ALONG SAID NORTHLY MARGIN, A DISTANCE OF 23.31 FEET TO A POINT LYING 111.00 FEET RIGHT OF STATION 82+72.64;
 THENCE LEAVING SAID NORTHLY MARGIN, SOUTH 12°18'46" WEST, A DISTANCE OF 402.22 FEET TO A POINT ON THE SOUTHERLY MARGIN OF SAID SR-509, SAID POINT ALSO BEING 107.13 FEET LEFT OF STATION 941+84.71;
 THENCE SOUTH 09°43'40" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 52.64 FEET TO A POINT 117.00 FEET LEFT OF STATION 941+33;
 THENCE SOUTH 18°27'47" EAST, ALONG SAID SOUTHERLY MARGIN, A DISTANCE OF 5.37 FEET TO A POINT 117.19 FEET LEFT OF STATION 941+27.64, SAID POINT ALSO BEING AT SAID EAST MARGIN OF DES MOINES MEMORIAL DRIVE;
 THENCE, NORTH 12°18'46" EAST, ALONG SAID EAST MARGIN, A DISTANCE OF 216.09 FEET TO THE POINT OF BEGINNING.

SAID PORTION CONTAINING 9,603 SQUARE FEET MORE OR LESS

