

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 25-3-5A

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING THE GENERAL MANAGER OR DESIGNEE TO EXECUTE A PURCHASE AND SALE AGREEMENT BY AND BETWEEN CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY "SOUND TRANSIT" AND HIGHLINE WATER DISTRICT "DISTRICT" FOR ELECTRICAL EASEMENT AT THE DISTRICT'S HEADQUARTERS

WHEREAS, the District is the owner of certain real property located in Kent, Washington, identified as King County Tax Parcel Numbers 250060-0440 and 250060-0441, and having addresses of 23828 30th Ave S, Kent, WA 98032 and 23850 30th Ave S, Kent, WA 98032, more commonly known as the District's Headquarters; and

WHEREAS, Sound Transit is authorized pursuant to Sound Transit Board Resolution No. R2017-30 to acquire the Property for its Federal Way Link light rail project and its related facilities; and

WHEREAS, Sound Transit must acquire an easement area from the District to construct, operate, maintain, repair, replace, improve, remove, upgrade, and extend utility systems for purposes of transmission, distribution and sale of electricity; and,

WHEREAS, Sound Transit has prepared and District Legal has reviewed the Real Estate Purchase and Sale Agreement (Attachment 1, attached hereto and incorporated herein).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

1. The General Manager, or designee is authorized to execute the Purchase and Sale Agreement and associated paperwork for the Sound Transit acquisition of an electrical easement at the District's Headquarters site.
2. The General Manager and legal are authorized to make minor changes to the Agreement, as required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **5th** day of **March 2025**.

BOARD OF COMMISSIONERS

DocuSigned by:

Vince Koester

382D4CB9A38F421...

Vince Koester, President

DocuSigned by:

Polly Daigle

Polly Daigle, Commissioner

Signed by:

Kathleen Quong-Vermeire

Kathleen Quong-Vermeire, Commissioner

Signed by:

Todd Fultz

8728D379FDE446B...

Todd Fultz, Secretary

Signed by:

Daniel Johnson

Daniel Johnson, Commissioner



OFFER TO PURCHASE

January 24, 2025

via USPS

Highline Water District

Attn: Jeremy DelMar
23828 30th Ave S
Kent, WA 98032

Federal Way Link Extension

ROW ID: FL240.01, FL241.01

Tax Parcel No: 2500600440, 2500600441

Property Address: 23828 and 23850 30th Ave. South, Kent, WA 98032

Dear Mr. DelMar:

Sound Transit is proceeding with Federal Way Link Extension. As part of Federal Way Link Extension, certain property or property rights need to be purchased from you as identified on the enclosed parcel map.

Your property has been examined and reviewed by impartial, qualified real estate appraisers who have carefully considered all of the elements that contribute to the fair market value of the rights Sound Transit seeks to acquire. By law, the appraisers must disregard any general increase or decrease in value caused by the project itself.

Based upon the fair market value determined in the appraisal, Sound Transit's offer for the purchase of the property or property rights is summarized as follows:

Lands Conveyed Easement:

Permanent Overhead Electrical Easement	3,861 SF	\$ 23,000.00
Special Benefits Offset		<u>\$ (1,668,000.00)</u>

***Total Just Compensation**

\$1,000.00

****Represents Agency minimum offer amount***

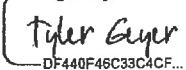
Please take the time to consider the merits of Sound Transit's offer. If you decide to have the appraisal reviewed by a professional, Sound Transit may reimburse your reasonable evaluation expenses up to a maximum of \$5,000.00. If you decide to have an attorney evaluate the offer, Sound Transit may reimburse you for reasonable attorney fees up to a maximum of \$7,500.00. If you need professional advice regarding the potential tax implications of selling your property, you

may be reimbursed up to a maximum of \$2,500.00 in accounting fees. In order to be considered for reimbursement, proof of documentation received for the requested services along with a detailed invoice(s) must be provided to Sound Transit along with proof of payment. Fees incurred to challenge or litigate Sound Transit's right to take the property interests needed, the scope of take, or Just Compensation will not be reimbursed. Reimbursement of eligible attorney's fees will occur at the time of actual acquisition of the real estate interests that Sound Transit intends to acquire.

The receipt below is for file documentation indicating that you received this offer and it does not in any way indicate your acceptance. Please sign the receipt and return it using the enclosed prepaid postage envelope.

If we can provide additional information to assist you in reaching a decision, please feel free to direct any questions you may have to your Acquisition Agent, Jennifer Corrigan at (206) 954-4548. We look forward to working with you and making the project a success for you, Sound Transit and the public.

Sincerely,

Signed by:

DF440F46C33C4CF...

Tyler Geyer
Real Property Project Manager

Enclosure(s)
Permanent Overhead Electrical Easement
Purchase and Sale Agreement
Appraisal
Payment Voucher
Document Signing Notice
Brochure for Acquiring Land

Receipt of this letter is hereby acknowledged. Signature does not indicate acceptance of this offer.

By: _____ Date: _____



Payment Request

Sound Transit Union Station 401 S. Jackson St. Seattle, WA 98104-2826	Displaced Person(s) or Claimant(s): Highline Water District Attn: Jeremy DelMar 23828 30th Ave. South Kent, WA 98032 (206) 592-8904 jdelmar@highlinewater.org	I hereby certify that the items and amounts listed herein are proper charges against Sound Transit. That the same and any part thereof has not been paid and that I am authorized to sign for the claimant. <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>
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PROJECT: Federal Way Link Extension RW#: FL240.01, FL241.01 Parcel #: 2500600440, 2500600441	
<input type="checkbox"/> Make Warrant Payable To (if different than name noted above): <input type="checkbox"/> Remit Warrant To (if different than above): <input type="checkbox"/> Hold Warrant for Pick-Up and Delivery By Authorized Right of Way Agent	

For All Lands/Interests Conveyed:	
Permanent Overhead Electrical Easement: 3,861 SF	\$ 23,000.00
Less Special Benefits	\$(1,668,000.00)
*JUST COMPENSATION:	\$1,000.00
SUBTOTAL:	\$1,000.00
AMOUNT TO BE PAID:	\$1,000.00
<i>*Represents Agency minimum offer amount</i>	

Right-of-Way Agent: Jennifer Corrigan	
Signature: _____	Date: _____

Approved for Payment: Real Property Project Manager	
Signature: _____	Date: _____
Approved for Payment: Real Property Deputy Director (up to \$200K) or Real Property Director (\$200K-\$300K)	
Signature: _____	Date: _____
Approved for Payment: Deputy Executive Director, Business & Construction Services	
Signature: _____	Date: _____

REAL ESTATE PURCHASE AND SALE AGREEMENT

(Easement Only Acquisition)

ROW Number: FL240.01, FL241.01

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of the date of the last signature set forth below, by and between **Highline Water District, a municipal corporation, successor in interest to King County Water District #75** ("Seller") and the Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington ("Sound Transit" or "Buyer"), with reference to the following facts:

A. Buyer is a regional transit authority of the State of Washington and is authorized by public vote and RCW Chapter 81.112 to provide a high-capacity transportation system through the Puget Sound region. Buyer intends to acquire certain real property interests as may be necessary to develop and construct an integrated and coordinated public transportation system throughout the Buyer's boundaries and provide pedestrian and vehicular access to and from such properties and facilities constituting the regional transit system and to and from existing public transportation services and facilities.

B. Buyer is authorized to purchase real property interests under the provisions of RCW 81.112.080, and has the right of eminent domain under the provisions of RCW 81.112.080. By its **Resolution No. R2017-30** the Sound Transit Board of Directors authorized acquisition of the below described real property interests by negotiation or by exercise of eminent domain. ***In order to carry out its statutory duties and obligations under RCW 81.112, Buyer intends to acquire the subject real property interests for public purposes, i.e., for implementation of ST2, ST3, and its LINK Light Rail/Commuter Rail/Bus Rapid Transit Project (the "Project"), through exercise of its power of eminent domain and has filed a condemnation action against Seller.***

C. Seller is the owner of certain real property, as described on **Exhibit A**, located at **23828 and 23850 30th Ave. South, Kent, King County, Washington** (the "Property").

D. Buyer intends to purchase one or more temporary and/or permanent easements within, over, across, through, under, and upon the Property in the areas depicted on **Exhibit B** hereto (the "Easement Area").

E. In lieu of condemnation, but under threat and imminence thereof, Seller is willing to convey, and Buyer is willing to acquire, such easement(s).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Conveyance. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following:

1.1 Easement(s). The temporary and/or permanent easement(s) in the form(s) attached hereto as **Exhibit C** (the "Easement(s)").

2. Purchase Price. The purchase price to be paid by Buyer to Seller for the Easement(s) (the "Purchase Price") shall be **One Thousand and 00/100ths DOLLARS (\$1,000.00)**, along with additional compensation for extension option(s) as set forth in **Exhibit C**, if any. The Purchase Price is compensation in full for the Property and the value of damage (if any) to the remainder of Seller's real property based on elements compensable under Washington state law.

3. Payment of Purchase Price. On the Closing Date, Buyer shall deliver to Seller (either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail with postage prepaid) the amount of the Purchase Price less any amounts to be credited against the Purchase Price pursuant to this Agreement **and the Administrative Possession and Use Agreement** between Buyer and Seller, if applicable. Payment for any extension option(s) shall be payable only in the event Buyer exercises such option(s).

4. Closing Date. The closing (the "Closing") shall be in house at Buyer's offices, on or before _____ (the "Closing Date"). Closing shall occur when the Easement(s) is/are recorded and the Purchase Price is delivered to Seller.

5. Title.

5.1 Title Review. Buyer has obtained at Buyer's cost a commitment for an ALTA owner's standard coverage title insurance policy (2021) issued by **Chicago** Title Insurance Company (the "Title Company") describing the Easement Area (order number **221545-SC**, dated **September 25, 2024**, showing all matters pertaining to the Easement Area, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price (the "Title Commitment"). The Title Company also has delivered to Buyer true, correct and legible copies of all documents (the "Title Documents") referred to in the Title Commitment as conditions or exceptions to title to the Easement(s). Special exceptions No. **1 – 6, 9 – 11, and 19**, shall constitute Permitted Exceptions. All other exceptions in the Title Commitment shall be Non-Permitted Exceptions. Seller shall remove or cure Non-Permitted Exceptions from title prior to Closing. If Seller shall fail to remove or cure any Non-Permitted Exceptions from title at or prior to Closing, and Buyer is unwilling to take title subject thereto, Buyer may elect, by written notice to Seller, to terminate this Agreement and be relieved of its obligation to purchase the Easement(s). If Buyer terminates this Agreement neither Buyer nor Seller shall have any further liability to the other hereunder.

5.2 Title Policy. Buyer may elect to purchase at Closing an Owner's standard coverage title insurance policy issued by the Title Company. The Title Policy shall be issued in an amount to be designated by Buyer and shall insure title to the Easement(s) in Buyer, subject

only to the Permitted Exceptions. The Title Policy shall contain endorsements as Buyer may require.

6. Conditions to Buyer's Obligations.

6.1 Documents and Reports.

☒ *Within five (5) days after the execution and delivery of this Agreement, Seller shall deliver to Buyer copies of the documents and reports listed on **Schedule 6.1**, attached hereto and by this reference incorporated herein to this Agreement.*

☐ *Seller has delivered to Buyer copies of the documents and reports listed on **Schedule 6.1** to this Agreement, attached hereto and by this reference incorporated herein.*

☐ Deleted

6.2 Inspection of the Property. Buyer and its employees and agents shall have the right and permission from the date of this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property at reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Easement Area that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters. Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller by any actions taken by Buyer in connection with the Property. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

6.3 Additional Closing Conditions. Buyer's obligation to purchase the Easement(s) shall also be subject to the following conditions, which must be satisfied as of Closing:

(i.) All representations and warranties of Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(ii.) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance;

If the conditions set forth in this **Paragraph 6** are not satisfied as of Closing and Buyer does not waive same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

7.1 Title. Seller is the sole owner of the Easement Area.

7.2 Bankruptcy, Etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller, Seller's property, or the Easement Area, whether voluntary or involuntary, is pending, threatened by a third party, or contemplated by Seller.

7.3 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

7.4 Assumption of Liabilities. Buyer, by virtue of the purchase of the Easement(s), will not be required to satisfy any obligation of Seller other than such obligations expressly assumed by Buyer or any liens or other obligations with respect to the Easement Area which result from any action or activities by or on behalf of Buyer.

7.5 Good Standing and Due Authority.

☐ Deleted

☒ Seller is a **Municipal Corporation** duly organized, validly existing and in good standing in the State of **Washington**. Seller has all requisite power and authority to execute and deliver this Agreement and to carry out its obligation hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and constitute the Seller's legal, valid and binding obligation enforceable against Seller in accordance with its terms. The conveyance of the Easement(s) is not in violation of or in conflict with nor does it constitute a default under any term or provision of the partnership agreement of Seller, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

7.6 No Omissions. All representations and warranties made by Seller in this Agreement, and all information contained in any certificate furnished by Seller to Buyer in connection with this transaction, are free from any untrue statement of material fact and do not omit to state any material facts. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and to the best of Seller's knowledge contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

8. Covenants of Seller. Seller covenants and agrees as follows:

8.1 Perform Obligations. From the date of this Agreement to the Closing Date, Seller will perform all of its monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing same pertaining to the Easement Area, Property or any portion thereof, if any.

8.2 No Conflicting Encumbrances. From the date of this Agreement to the Closing Date, Seller will not grant, create, or voluntarily allow the creating of, or amend, extend, modify, or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Easement Area or any part thereof without Buyer's written consent.

8.3 Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Easement Area or any part thereof immediately upon learning of the occurrence of such event.

9. Closing.

9.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in **Paragraph 4** of this Agreement.

9.2 Documents to be delivered by Seller. For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i.) Easement(s).

☒ **Permanent Overhead Electrical Easement**, as in the form attached hereto as **Exhibit C**, attached hereto and by this referenced incorporated herein.

(ii.) Authority. Such evidence as the Buyer may reasonably require as to authority of Seller to convey the Easement(s) to Buyer.

(iii.) W-9. A current, completed, and signed IRS Form W-9 from Seller.

(iv.) Payment Voucher. A completed and signed Sound Transit Payment Voucher signed by Seller.

9.3 Delivery by Buyer. Buyer shall deliver the Purchase Price.

9.4 Payment of Costs. At Closing, Buyer shall pay the premium for the Owner's Title Policy to be issued by Title Company to Buyer, if any, and the fee to record the Easement(s).

9.5 Possession. Possession of the Easement(s) shall be delivered to Buyer in accordance with the terms and conditions of **Exhibit C**.

10. Indemnification. Seller shall pay, protect, defend, indemnify and hold Buyer and its successors and assigns harmless from and against any and all loss, liability, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, or (c) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractor or suppliers. Seller shall defend any claim covered by this indemnity using counsel reasonably acceptable to Buyer.

11. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation conducted by an entity other than Buyer ("Condemnation") respecting the Easement Area or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and be relieved of its obligation to purchase the Easement(s). If Buyer terminates this Agreement neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing

Date, this Agreement shall continue in effect, provided that there shall be a reduction in the Purchase Price in a proportion commensurate with the portion of the Easement Area subject to the Condemnation.

12. Casualty. If any fire, windstorm, or other casualty occurs and materially affects all or any portion of the Easement Area on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Easement(s). If Buyer terminates this Agreement neither Buyer nor Seller have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, provided that there shall be a reduction in the Purchase Price in a proportion commensurate with the portion of the Easement Area subject to such casualty.

13. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Highline Water District
23828 30th Ave. South
Kent, WA 98032
Attn: Jeremy DelMar

To Buyer: Sound Transit
Real Property Division
401 S. Jackson St.
Seattle, WA 98104
Attn: Clint Dameron

With a copy to: Legal Counsel
Sound Transit
401 S. Jackson St.
Seattle, WA 98104

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

14. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled to seek monetary damages and specific performance of Seller's obligations hereunder, together with all and any remedies available at law and equity.

15. Miscellaneous.

15.1 Applicable Law. This Agreement shall in all respects be governed by the laws of the State of Washington.

15.2 Eminent Domain. Buyer is acquiring the Easement(s) under threat of condemnation.

15.3 Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

15.4 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

15.5 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

15.6 Entire Agreement. This Agreement, including all exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any third party.

15.7 Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit, including on appeal.

15.8 Construction. Captions are solely for the convenience of the parties and are not a part of this Agreement. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15.9 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.10 Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Easement(s) and the recordation thereof.

15.11 Time. Time is of the essence of every provision of this Agreement.

15.12 Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

15.13 Counterparts. This Agreement may be executed in one or more counterparts.

15.14 Additional Conditions.

☐ None

Initial Initial Initial Initial

☐ Per Addendum

Initial Initial Initial Initial

The Parties have executed this Purchase and Sale Agreement as of the later date written below.

This offer is binding upon the signatures of both parties to this Agreement.

SELLER: **Highline Water District, a municipal corporation, successor in interest to King County Water District #75**

Signature: _____

Print Name: _____

Date: _____

BUYER: **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY,
a Washington regional transit authority ("Sound Transit")**

Chief Executive Officer

Date: _____

Schedule 6.1 - Documents and Reports to be delivered by Seller

1. All available plans and specifications relating to the Easement Area
2. Any other information about the Easement Area reasonably requested by Buyer if in the possession or control of Seller

Addendum

This is an addendum to the Purchase and Sale Agreement dated _____ 20____, by and between Highline Water District, a municipal corporation, successor in interest to King County Water District #75 ("Seller") and the Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington ("Sound Transit" or "Buyer").

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

SOUND TRANSIT ENGINEERING MANAGER

NOTE: ENGINEERING MANAGER OR HIS DESIGNEE MUST SIGN WHEN CONSTRUCTION CONSIDERATION IS INVOLVED

Initial Initial Initial Initial

**EXHIBIT A – LEGAL DESCRIPTION
OF SELLER'S ENTIRE PARCEL**

EXHIBIT "A-1"

Legal Description

R/W No. FL-240.01

PIN 250060-0440

HIGHLINE WATER DISTRICT, a municipal corporation,
successor in interest of King County District #75

THE NORTH 100 FEET OF LOT 11, BLOCK 4, FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGES 1 AND 2, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL S88°23'35"E A DISTANCE OF 5.03 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE S07°36'39"W A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1325.07 FEET OF WHICH THE RADIAL LINE BEARS N83°19'16"W;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°18'29" A DISTANCE OF 99.63 FEET TO A POINT OF THE SOUTH LINE OF SAID PARCEL, BEING S88°23'35"E A DISTANCE OF 4.08 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL, AND THE TERMINUS OF DESCRIBED LINE.

EXHIBIT "A-2"
Legal Description

R/W No. FL-241.01
PIN 250060-0441
HIGHLINE WATER DISTRICT, a municipal corporation,
successor in interest of King County District #75

LOT 11, BLOCK 4, FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 30 OF PLATS, PAGES 1 AND 2, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 100 FEET THEREOF;

ALSO EXCEPT THAT PORTION OF HEREIN DESCRIBED PARCEL LYING WESTERLY OF A LINE
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID PARCEL, BEING S88°23'35"E A DISTANCE OF
4.87 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N00°24'55"E A DISTANCE OF 57.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE EASTERLY HAVING A RADIUS OF 1325.07 FEET, OF WHICH THE RADIAL LINE BEARS
N89°27'36"W;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'51" AN ARC
DISTANCE OF 42.34 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL, BEING S88°23'35"E A
DISTANCE OF 4.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL, AND THE TERMINUS
OF DESCRIBED LINE.

EXHIBIT B – Temporary and/or Permanent Easement Depictions

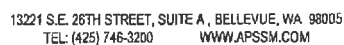
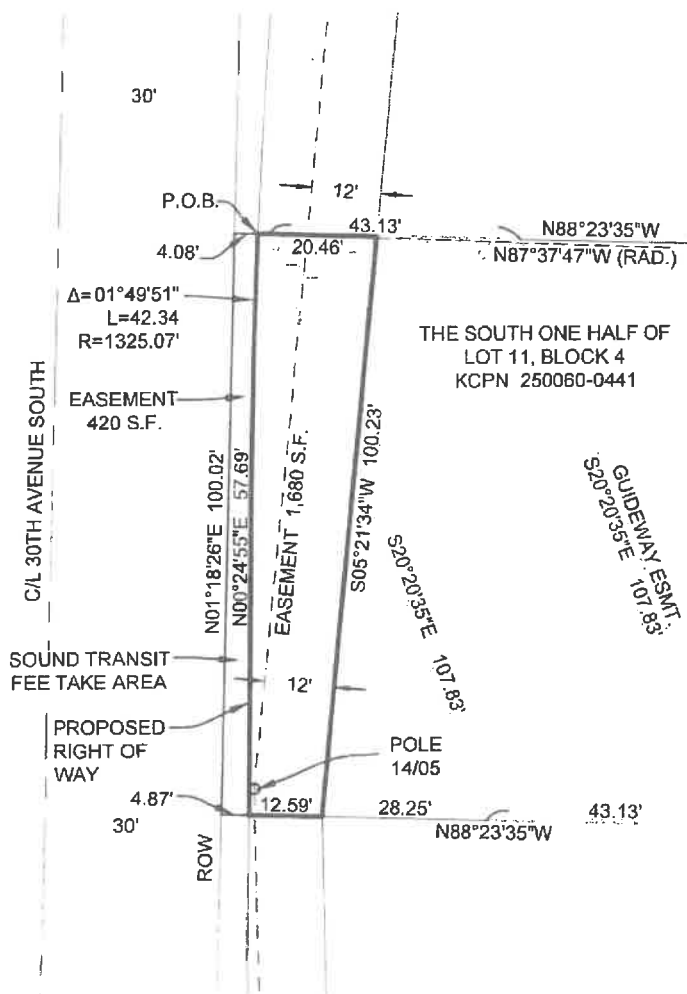


EXHIBIT C-2

SE 1/4 OF SE 1/4 OF SECTION 16, T.22N., R.04E., W.M.

KING COUNTY PARCEL NO. 250060-0441

R/W NO. FL241.01



GUIDEWAY
EASMENT

COEXTENSIVE
EASMENT



SURVEY & MAPPING

13221 S.E. 26TH STREET, SUITE A, BELLEVUE, WA 98005
TEL: (425) 746-3200 WWW.APSSM.COM

PROJECT NO: 1005488
PREPARED BY SRW
DATE: 8/1/2024

EXHIBIT C – Easement Form(s)
(Form of Temporary or Permanent Easements)

WHEN RECORDED RETURN TO:

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

ELECTRICAL EASEMENT

Grantor(s):	Highline Water District
Grantee:	Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:	Lot 11, Block 4, Volume 30 of Plats, Pages 1-2
Assessor's Tax Parcel No(s):	2500600440, 2500600441
ROW No(s):	FL240.01, FL241.01

Highline Water District, a municipal corporation, successor in interest to **King County Water District #75** ("Grantor"), is the owner of real property located in the City of **Kent** commonly known as **23828 30th Ave South, Kent, WA 98032**, and more particularly described in the legal description attached as **Exhibits "A-1" and "A-2"**, Grantor's Entire Parcel ("Property").

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

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

AGREEMENT

1. Grant of Easement. Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and/or assigns, a permanent electrical easement ("Easement") within, over, across, through and upon the portion of the Property, more particularly described in the attached **Exhibits "B-1" and "B-2"**, and depicted in the attached **Exhibits "C-1" and "C-2"** ("Easement Area").

2. Purpose of Easement. Grantee, its agents, contractors, permittees, and assigns may use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. Grantee shall have the right, but not the obligation, to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed. Grantor shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

5. Restoration. Following initial installation, repair or extension of its facilities, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by Grantee's work to the condition existing immediately prior to such work, unless said work was done at the request of Grantor, in which case Grantor shall be responsible for such restoration. All restoration which is the responsibility of Grantee shall be performed as soon as reasonably possible after the completion of Grantee's work and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of the Property.

6. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

Notwithstanding the foregoing, Grantee and its assigns understand and acknowledge that Grantor will grant or has granted a separate easement to Sound Transit for construction of a light rail guideway over portions of the Easement Area in connection with Sound Transit's Federal Way Link Extension light rail system, and Grantee and its assigns expressly consent to construction and maintenance of Sound Transit's light rail guideway within the Easement Area as depicted on the attached Exhibits "C-1" and "C-2" (the "Coextensive Easement Area"). Prior to any planned, non-emergency work in the Coextensive Easement Area, Grantee and its assigns will provide notification to Link Control Center at LinkTrackAccess@soundtransit.org or 206-205-8177.

7. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of the negligence of Grantee or its contractors in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

8. Termination. The rights herein granted shall continue until such time as Grantee terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Grantor. No termination shall be deemed to have occurred by Grantee's failure to install its systems on the Easement Area.

9. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this Easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective heirs, successors and assigns.

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

11. Condemnation. This Easement is granted under the threat of condemnation.

Dated and signed on this _____ day of _____, 20____.

Day Month Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Approved as to Form

Paul W.
By: Moomaw
Sound Transit Legal Counsel

Digitally signed by Paul W.
Moomaw
Date: 2024.12.19 14:30:18 -08'00'

STATE OF WASHINGTON }
COUNTY OF KING } SS.
}

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

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

EXHIBIT "A-1"

Legal Description

R/W No. FL-240.01

PIN 250060-0440

HIGHLINE WATER DISTRICT, a municipal corporation,
successor in interest of King County District #75

THE NORTH 100 FEET OF LOT 11, BLOCK 4, FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGES 1 AND 2, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID PARCEL S88°23'35"E A DISTANCE OF 5.03 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE S07°36'39"W A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1325.07 FEET OF WHICH THE RADIAL LINE BEARS N83°19'16"W;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°18'29" A DISTANCE OF 99.63 FEET TO A POINT OF THE SOUTH LINE OF SAID PARCEL, BEING S88°23'35"E A DISTANCE OF 4.08 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL, AND THE TERMINUS OF DESCRIBED LINE.

EXHIBIT "A-2"
Legal Description

R/W No. FL-241.01
PIN 250060-0441
HIGHLINE WATER DISTRICT, a municipal corporation,
successor in interest of King County District #75

LOT 11, BLOCK 4, FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED
IN VOLUME 30 OF PLATS, PAGES 1 AND 2, IN KING COUNTY, WASHINGTON;

EXCEPT THE NORTH 100 FEET THEREOF;

ALSO EXCEPT THAT PORTION OF HEREIN DESCRIBED PARCEL LYING WESTERLY OF A LINE
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID PARCEL, BEING S88°23'35"E A DISTANCE OF
4.87 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N00°24'55"E A DISTANCE OF 57.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE
CONCAVE EASTERLY HAVING A RADIUS OF 1325.07 FEET, OF WHICH THE RADIAL LINE BEARS
N89°27'36"W;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'51" AN ARC
DISTANCE OF 42.34 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL, BEING S88°23'35"E A
DISTANCE OF 4.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL, AND THE TERMINUS
OF DESCRIBED LINE.

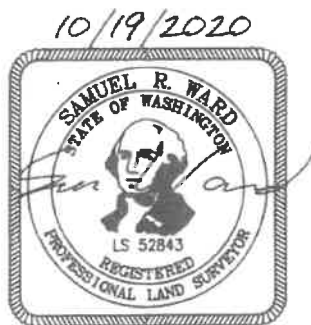
EXHIBIT B-1

SE 1/4 OF SE 1/4 OF SECTION 16, T.22N., R.04E., W.M.

KING COUNTY PARCEL NO. 250060-0440
R/W NO. FL240.01

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A-1") DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID HEREIN DESCRIBED PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;
THENCE S 07°36'39" W FOR 0.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIAL BEARING OF N 83°19'16" W AND A RADIUS OF 1,325.07 FEET;
THENCE ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 04°18'29" FOR 99.63 FEET TO THE SOUTH LINE OF SAID PARCEL;
THENCE S 88°23'35" E ALONG SAID SOUTH LINE FOR 20.46 FEET;
THENCE N 05°22'01" E TO THE NORTH LINE OF SAID PARCEL FOR 100.20 FEET;
THENCE N 88°23'35" W ALONG SAID NORTH LINE FOR 21.91 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINS 2,181 SQUARE FEET, MORE OR LESS.



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EXHIBIT B-2

SE 1/4 OF SE 1/4 OF SECTION 16, T.22N., R.04E., W.M.

KING COUNTY PARCEL NO. 250060-0441

R/W NO. FL241.01

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A-2") DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID HEREIN DESCRIBED PARCEL, SAID POINT ALSO BEING THE POINT OF BEGINNING;
THENCE S 88°23'35" E ALONG THE NORTH LINE OF SAID PARCEL FOR 20.46 FEET;
THENCE S 05°21' 34" W TO THE SOUTH LINE OF SAID PARCEL FOR 100.23 FEET;
THENCE N 88°23'35" W ALONG SAID SOUTH LINE FOR 12.59' FEET;
THENCE N 00°24'55" E FOR 57.69 FEET TO THE BEGINNING OF A TANGENT CURVE HAVING A RADIUS OF 1325.07 FEET;
THENCE NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'51" FOR 42.34 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT CONTAINS 1,680 SQUARE FEET, MORE OR LESS.



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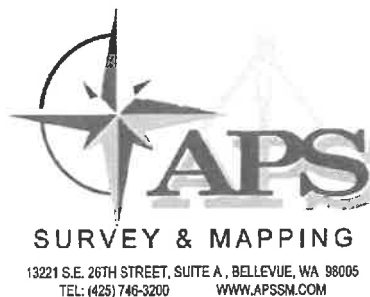
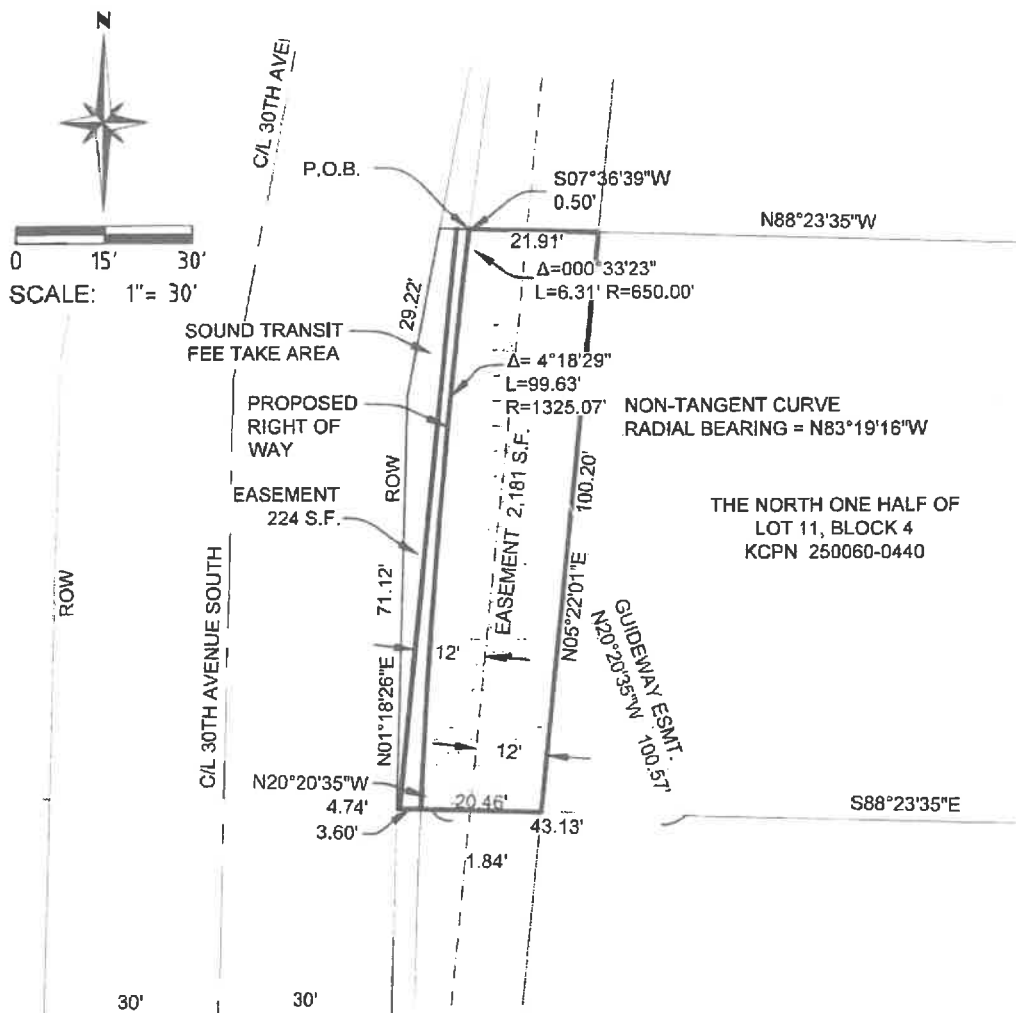


EXHIBIT C-1

SE 1/4 OF SE 1/4 OF SECTION 16, T.22N., R.04E., W.M.

KING COUNTY PARCEL NO. 250060-0440

R/W NO. FL240.01



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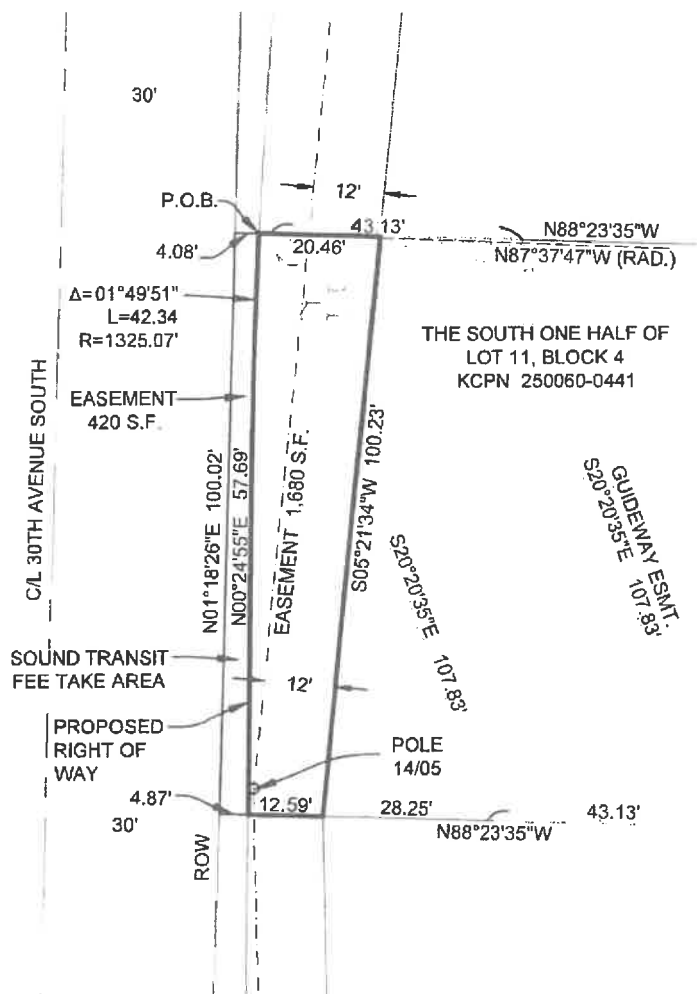
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EXHIBIT C-2

SE 1/4 OF SE 1/4 OF SECTION 16, T.22N., R.04E., W.M.

KING COUNTY PARCEL NO. 250060-0441

R/W NO. FL241.01



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