HIGHLINE WATER DISTRICT  
King County, Washington  

RESOLUTION 20-1-15B  

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON, AUTHORIZING THE GENERAL MANAGER OR DESIGNEE TO EXECUTE A MEMORANDUM OF POSSESSION AND USE AGREEMENT BY AND BETWEEN CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY "SOUND TRANSIT" AND HIGHLINE WATER DISTRICT "DISTRICT" FOR REAL PROPERTY AT THE DISTRICT'S MANSION HILL SITE  

WHEREAS, the District is the owner of certain real property located in SeaTac, Washington, identified as King County Tax Parcel Number 092204-9235 and 092204-9340, and having an address of 21420 31st Ave S, SeaTac, WA 98198; and  

WHEREAS, Sound Transit is authorized pursuant to Sound Transit Board Resolution No. R2017-16 to acquire the Property for its Federal Way Link light rail project and its related facilities; and  

WHEREAS, Sound Transit must acquire real property from the District for the purposes of the project, possession and use of property interests for partial fee take, guideway easement and long-term temporary construction easement; and  

WHEREAS, Sound Transit and the District have agreed that the Property is necessary for public use. If it becomes necessary for Sound Transit to institute condemnation proceedings, the Owner has waived any objection to the entry of an Order Adjudicating Public Use and Necessity and stipulated and acknowledges that the Agreement shall be treated as accorded the same effect as an Order for Immediate Possession and Use; and  

WHEREAS, Sound Transit has prepared and District legal has reviewed the Memorandum of Possession and Use 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 recitals set forth above are incorporated herein in full by this reference.  

2. The General Manager or designee is authorized to execute the Memorandum of Possession and Use Agreement for the District's property identified as King County Tax Parcel Number 092204-9235 and 092204-9340.  

3. The General Manager and legal are authorized to make minor changes to the Agreement.
HIGHLINE WATER DISTRICT
King County, Washington

RESOLUTION 20-1-15B

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the 15th day of January 2020.

BOARD OF COMMISSIONERS

Vince Koester, President

Polly Daigne, Commissioner

Todd Fultz, Secretary

Daniel Johnson, Commissioner

Kathleen Quong-Vermeire, Commissioner
MEMORANDUM OF POSSESSION AND USE AGREEMENT

Grantor(s): Highline Water District
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Pm sq neq an 09-22-04
Assessor's Tax Parcel No(s): 082204-9235, 082204-9340
ROW No(s): FL145, FL146

THIS MEMORANDUM OF POSSESSION AND USE AGREEMENT (this "Memorandum") is made and entered into effect as of the last date signed below by and between Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Sound Transit"); and Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75 ("Owner").

1. Property. Owner is the owner of certain real property located in SeaTac, Washington, identified as King County Tax Parcel No. 082204-9235, 082204-9340, and having an address of 21420 31st Ave. S., SeaTac, WA 98198 (the "Property"). The Property is legally described in Exhibit A hereto.

2. Project. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. R2017-16 to acquire the Property for its Federal Way Link light rail project and its related facilities (the "Project").

3. Possession and Use. Pursuant to that certain Administrative Possession and Use Agreement (the "Agreement") dated _____________, the Owner has granted to Sound Transit, for purposes of the Project, possession and use of the property interests described and depicted on Exhibits B and Exhibits C. Sound Transit shall be granted legal possession and use of such property interests upon deposit of Sound Transit's offer of just compensation for the property interests into an escrow account for disbursement to the Owner.

4. Term. The term of the Agreement shall run from the date the Agreement is last signed through to the date the title to the Property transfers to Sound Transit whether by easement, deed, or by court order of immediate possession and use.

5. Public Use and Necessity. Sound Transit and the Owner have agreed that the Property is necessary for public use. If it becomes necessary for Sound Transit to institute condemnation proceedings, the Owner has waived any objection to the entry of an Order Adjudicating Public Use and Necessity and stipulated and acknowledged that the Agreement shall be treated as accorded the same effect as an Order for Immediate Possession and Use.

6. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation to give notice of the Agreement and certain rights thereunder, and shall not be construed to define, limit, amend, or modify the Agreement. In the event of a conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall control. This Memorandum may be executed in counterparts.

(Signatures on following page)
Dated and signed on this ______ day of __________, 20__.

Grantor: Highline Water District, a Municipal corporation, successor in interest to
King County Water District No. 75

By: __________________________________________
Its: __________________________________________

STATE OF WASHINGTON

COUNTY OF KING

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

Dated: _________________________________
Signature: ___________________________

Notary Public in and for the State of Washington

Notary (print name): __________________________

Residing at: __________________________

My appointment expires: __________________________
Dated and signed on this ___________ day of _____________________, 20____.

Grantee: Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington

By: ________________________________

Its: ________________________________

STATE OF WASHINGTON

) SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that ______________________ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she is) authorized to execute the instrument and acknowledged it as the 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"

R/W No. FL145
PIN 0922049235
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 75

Grantor's Parcel:


EXCEPT THE EAST 7.35 FEET OF THE NORTH 246.50 FEET THEREOF;

TOGETHER WITH THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER 5368599;

EXCEPT THE NORTH 246.50 FEET;

AND

EXCEPT Portion Thereof as Conveyed to the State of Washington, Department of Transportation by Deed Recorded under Recording No. 2007010400117.

Earl J. Bova  9/26/19
EXHIBIT "A"

R/W No. FL146
PIN 8922349340
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

Grantee's Parcel:

NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1;

EXCEPT THE WEST 250 FEET THEREOF;
AND EXCEPT THE SOUTH 145 FEET THEREOF;
AND EXCEPT THE NORTH 396 FEET THEREOF;
AND EXCEPT PORTION THEREOF AS CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT
OF TRANSPORTATION BY DEED RECORDED UNDER RECORDING NO. 20070164008117.
EXHIBIT "B"

R/W No. FL145
PIN 0922049225
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 73

Fee Take Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE, ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, S88°19'43"E A DISTANCE OF 388.11 TO THE POINT OF BEGINNING;
THENCE N08°42'29"E A DISTANCE OF 351.12 FEET;
THENCE N42°21'43"E A DISTANCE OF 18.14 FEET;
THENCE N13°22'01"W A DISTANCE OF 42.37 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AND THE TERMINUS OF DESCRIBED LINE, BEING S88°19'01"E. ALONG SAID NORTH LINE, A DISTANCE OF 422.16 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL.

CONTAINING 28,405 SQUARE FEET, MORE OR LESS.
Fee Take Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL;

THENCE, ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, 58°15'32"E A DISTANCE OF 121.64 FEET;

THENCE N08°42'20"E A DISTANCE OF 122.51 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL DISTANT 138.09 FEET, ALONG SAID NORTH LINE, FROM THE NORTHWEST CORNER OF GRANTOR'S PARCEL AND THE TERMINUS OF DESCRIBED LINE.

CONTAINING 11,039 SQUARE FEET, MORE OR LESS.
EXHIBIT "B"

R/W No. FL145
P/N 0022049235
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 75

Waif Maintenance Easement Area Acquired by Grantee:

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

A STRIP OF LAND 5.00 FEET IN WIDTH, THE EASTERNLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE, ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, S88°19'43"E A DISTANCE OF 384.11 FEET TO THE POINT OF BEGINNING OF SAID EASTERNLY LINE;
THENCE N88°42'29"E A DISTANCE OF 123.92 FEET TO THE NORTH TERMINUS OF SAID EASTERNLY LINE;

SAID STRIP SHALL BE BOUNDED ON THE NORTH BY A LINE DRAWN AT RIGHT ANGLES THROUGH SAID NORTH TERMINUS;

THE WESTERNLY LINE OF SAID STRIP SHALL BE LENGTHENED TO THE SOUTH LINE OF GRANTOR'S PARCEL.

CONTAINING 621 SQUARE FEET, MORE OR LESS.
EXHIBIT "B"

R/W No. FL146
PIN 8922049249
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 75

Wall & Maintenance Easement Area Acquired by Grantee:

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

A STRIP OF LAND 5.00 FEET IN WIDTH, THE EASTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE, ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, S88°51'52"E A DISTANCE OF 121.64 FEET;
THENCE N08°14'29"E A DISTANCE OF 122.51 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL DISTANT 138.09 FEET, ALONG SAID NORTH LINE, FROM THE NORTHWEST CORNER OF GRANTOR'S PARCEL AND THE TERMINUS OF DESCRIBED LINE.

THE WESTERLY LINE OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO THE NORTH AND SOUTH LINES OF GRANTOR'S PARCEL.

CONTAINING 613 SQUARE FEET, MORE OR LESS.
EXHIBIT "B"

R/W No. FL145
PIN 0922049235
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

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EXHIBIT "B"

R/W No. FL146
PIN 0922049140
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

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ADMINISTRATIVE POSSESSION AND USE AGREEMENT

This Administrative Possession and Use Agreement (this "Agreement") is made and entered into by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, and its successors and assigns ("Sound Transit"), and ("Owner"). This Agreement is and shall be effective as of the date last signed below ("Effective Date"). Sound Transit and Owner may be referred to as "Party" or collectively as "Parties."

RECITALS

A. Owner is the owner of certain real property located in Highline Water District, a Municipal corporation, successor in Interest to King County Water District No. 76 Washington, identified as King County Tax Parcel No. 092204-9236, 092204-9240, and having an address of 21420 21st Ave. S., SeaTac, WA 98198 (the "Property"). The Property is legally described in Exhibit A hereto.

B. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. R2017-16 to acquire the Property for its Federal Way Link light rail project and its related facilities (the "Project").

C. Sound Transit Intends to purchase the property interests described and depicted on Exhibit B, Exhibit C, Exhibit D and Exhibit E, which are attached hereto and incorporated by reference (the "Property Interests"). The Property Interests consist of a partial fee acquisition, a permanent easement and a temporary easement.

D. Sound Transit has offered to purchase the Property Interests from Owner, under threat of condemnation, for $107,840.00.

E. Sound Transit and Owner have not yet come to an agreement as to the value of the Property Interests, but intend to continue negotiating to work toward a mutually agreeable resolution as to the appropriate amount of just compensation to be paid for the Property Interests.

F. Pending such negotiations, the Parties have agreed that Owner will deliver immediate possession and use of the Property Interests to Sound Transit as provided for herein.

AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Deposit. As soon as practicable after mutual execution of this Agreement, and upon notice from the Owner that Sound Transit's possession and use of the Property is no longer in conflict with Owner's current construction project, but in no event later than March 25, 2020, regardless of such conflict (the "Date of Deposit"), Sound Transit shall deposit into an escrow account with Chicago Title Company of Washington (the "Escrow Agent") the sum of One Hundred Seven Thousand, Six Hundred and Forty and no/100 ($107,840.00) (the "Deposit Amount"), which shall be disbursed by the Escrow Agent as soon thereafter as practicable in accordance with the escrow instructions attached hereto as Exhibit F. The disbursement of the Deposit Amount shall be a credit against the purchase price for the Property Interests. The disbursement shall be conditioned upon removal of any exceptions listed on Sound Transit's preliminary commitment for title insurance to which Sound Transit objects prior to or upon the Date of Deposit, as further specified in the escrow instructions.

2. Use and Possession. Upon deposit by Sound Transit of the Deposit Amount, Sound Transit shall be deemed to have, and Owner shall be deemed to have assumed and conveyed, immediate possession and use of the Property Interests. The date of value for the determination of just compensation to be paid for the Property Interests shall be the Date of Deposit. In the event Sound Transit initiates formal eminent domain proceedings to acquire the Property Interests, interest shall be awarded on the difference, if any, between the Deposit Amount and the final award of just compensation for the Property Interests, as determined at trial by the court or jury, as the case may be. Interest, if any, shall be calculated at a rate of twelve percent (12%) per annum from the Date of Deposit until the date of payment of the final award of just compensation for the Property Interests as determined at trial. If the parties reach mutual agreement as to the appropriate amount of just compensation for the Property Interests and Owner executes instruments conveying the Property Interests to Sound Transit before Sound Transit initiates formal eminent domain proceedings, Sound Transit shall pay interest on
the difference, if any, between the Deposit Amount and the final agreed-upon settlement amount, calculated at a rate of twelve percent (12%) per annum from the Date of Deposit to the date of Owner's conveyance of the Property Interests to Sound Transit.

3. **No Waiver.** Execution of this Agreement shall not waive Owner's right to seek compensation for the Property above and beyond the Deposit Amount, nor shall it impair Owner's right to recover relocation compensation under applicable law.

4. **Acquisition of the Property.** Owner and Sound Transit shall continue negotiations regarding the just compensation to which Owner is entitled for the Property Interests. If Owner and Sound Transit reach agreement in this regard, the Parties shall enter into a Purchase and Sale Agreement and Owner shall convey the Property Interests to Sound Transit via Statutory Warranty Deed, Wall Maintenance Easement and Temporary Construction Easement. The parties shall cooperate in negotiating, executing, and delivering such documents, along with any and all additional documents and agreements that are reasonably necessary to accomplish the conveyance contemplated herein. Should Owner and Sound Transit be unable to reach agreement regarding the just compensation to which Owner is entitled for the Property Interests, Sound Transit may at any time, in its sole discretion, formally initiate eminent domain proceedings to determine the just compensation to be paid for the Property Interests and to obtain a judgment and decree of appropriation for the Property Interests.

5. **Public Use.** Owner acknowledges and agrees that the Project is for a public purpose, that there is public use and necessity for Sound Transit's acquisition of the Property Interests, and that Sound Transit is acquiring the Property Interests under threat of condemnation pursuant to Washington state law. Owner hereby waives any objection to entry of an order and judgment adjudicating public use and necessity in the event Sound Transit commences formal eminent domain proceedings, and shall stipulate to entry of such order upon request by Sound Transit.

6. **Order of Immediate Possession and Use; Attorney Fees.** Owner hereby stipulates and agrees that, upon the commencement of formal eminent domain proceedings, Sound Transit may ask the Court to enter an agreed order for Immediate possession and use of the Property Interests, and Sound Transit may file a copy of this Agreement as full and complete evidence of Owner's consent to entry of such agreed order. Owner shall join in the motion if requested. Sound Transit acknowledges and agrees that Owner's execution and delivery to Sound Transit of this Agreement, and performance of its obligations hereunder, satisfies the statutory requirements of RCW 8.25.070(3) and that Owner may, if the other requirements of RCW 8.25.070 are met, be entitled to an award of fees and costs pursuant to that statute if this matter proceeds to trial.

7. **Indemnity.** Sound Transit shall defend, indemnify, and hold harmless Owner from any and all claims, injuries, damages, losses, suits, and expenses, including attorneys' fees, for loss or liability made against or incurred by Owner by any person or entity related to or arising from Sound Transit's possession and use of the Property Interests as provided in this Agreement, including without limitation those arising out of bodily injury, property damage, or any fine, assessment, or penalty.

8. **Risk of Loss and Condemnation.**

   a. **Eminent Domain.** If at any time after the effective date of this Agreement, but after Sound Transit makes its deposit per Paragraph 1, Owner receives any notice of condemnation proceedings or other proceedings in the nature of an eminent domain, from any entity other than Sound Transit, Owner shall promptly send a copy of such notice to Sound Transit. If all or any part of the Property Interests is taken by condemnation or eminent domain by any entity other than Sound Transit prior to Sound Transit's acquisition of the Property Interests as described in Paragraph 4, Sound Transit shall be entitled to all proceeds of such condemnation up to, but not exceeding, the Deposit Amount or such amount as is agreed to be, or finally decided, as just compensation.

   b. **Casualty Loss.** Following the occurrence of any event prior to the Closing Date, which event causes damage or destruction of the Property or any portion thereof being conveyed to Sound Transit hereunder, Owner shall promptly notify Sound Transit of such occurrence. The rights to all insurance proceeds, if any, by reason of such loss and not collected by Owner prior to the Closing Date shall be assigned to Sound Transit and the purchase price shall not be reduced by reason of such losses. Owner and Sound Transit will in such circumstance cooperate in settlement of such claims.
9. **Notices.** All notices, demands, requests or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at the address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for notices, demands, requests and any other communications. Notices, demands, requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii) when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail.

**Owner:** Highline Water District  
Attn: Jeremy DelMar  
23828 30th AVE S  
Kent, WA 98032

**Sound Transit:** Real Property Division  
401 S. Jackson  
Seattle, WA 98104

w/a copy to: Sound Transit Legal Department  
401 S. Jackson  
Seattle, WA 98104

8. **Miscellaneous.**

a. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Washington. Venue shall be proper in the Superior Court of King County.

b. **Merger.** All understandings and agreements hereof between the parties are merged into this Agreement and any attachments hereto, which alone fully and completely expresses their agreement.

c. **Amendment.** This Agreement may not be amended orally or in any manner other than by a written agreement executed by Owner and Sound Transit.

d. **Recording.** A memorandum of this Agreement shall be recorded in the real property records of King County.

e. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the Parties and their respective successors and assigns.

f. **Authority.** Each Party represents and warrants that the individuals executing this Agreement are duly authorized to do so and to bind their respective Parties. In signing this Agreement, the Parties represent to each other that no other person, entity, or public agency is required to authorize that Party's signature before such signature is binding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement.

(Signatures on following page)
EXHIBIT "B"

R/W No. FL143
PIN 0923049225
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 73

Wall Maintenance Easement Area Acquired by Grantee:

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

A STRIP OF LAND 5.00 FEET IN WIDTH, THE EASTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE, ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, 988'1943"E A DISTANCE OF 388.11 FEET TO THE POINT OF BEGINNING OF SAID EASTERLY LINE;
THENCE N08°42'29"E A DISTANCE OF 123.92 FEET TO THE NORTH TERMINUS OF SAID EASTERLY LINE;

SAID STRIP SHALL BE BOUNDED ON THE NORTH BY A LINE DRAWN AT RIGHT ANGLES THROUGH SAID NORTH TERMINUS;

THE WESTERLY LINE OF SAID STRIP SHALL BE LENGTHENED TO THE SOUTH LINE OF GRANTOR'S PARCEL.

CONTAINING 621 SQUARE FEET, MORE OR LESS.
EXHIBIT "B"

RAW No. FL146
PIN 0922045340
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

Wall & Maintenance Easement Area Acquired by Grantee:

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

A STRIP OF LAND 5.00 FEET IN WIDTH, THE EASTERLY LINE OF SAID STRIP BEING DESCRIBED
AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE, ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, SSSW 13°52'E A DISTANCE OF 121.64
FEET;
THENCE N08°42'29"E A DISTANCE OF 122.51 FEET TO A POINT ON THE NORTH LINE OF
GRANTOR'S PARCEL DISTANT 134.09 FEET, ALONG SAID NORTH LINE, FROM THE NORTHWEST
CORNER OF GRANTOR'S PARCEL AND THE TERMINUS OF DESCRIBED LINE.

THE WESTERTLY LINE OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED TO THE NORTH
AND SOUTH LINES OF GRANTOR'S PARCEL.

CONTAINING 613 SQUARE FEET, MORE OR LESS.
EXHIBIT "E"

Temporary Easement
TEMPORARY CONSTRUCTION EASEMENT (STAGING AND LONG-TERM GENERAL CONSTRUCTION)

Grantor(s): Highline Water District
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Ptn seq req sn 09-22-04
Assessor's Tax Parcel No(s): 082204-9235
ROW No(s): FL145

Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75, ("Grantor"), is the owner of real property located in the City of SeaTac commonly known as 21420 31st Ave. S., SeaTac, WA 98188, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

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

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 assigns, a temporary construction easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit "B", and depicted in Exhibit "C" ("Easement Area").

2. Purpose of Easement. Grantee, its contractors, agents, and permittees may use the Easement Area, including entry into private improvements located in the Easement Area, for the purpose of staging and construction (which may include, but not be limited to: staging and construction of the guideways, station, drainage, garage, parking, signal house, retaining walls, crane foundation and tower; street connections, utilities, utility connections; to re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grade, sidewalks, retaining walls; and parking lot reconstruction). When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the performance of the work described herein ("Grantee's Work"). Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor's access to the Property from the adjacent public right-of-way.

In the event Grantee's utility connection work requires access to portions of the Property in addition to that depicted in Exhibit C, Grantee may enter into such additional property for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.
Grantee shall be entitled to apply to public authorities having jurisdiction for any
and all permits necessary for the purposes described herein. Grantee shall be responsible for all
work performed under such permit(s), along with any and all fees which may accrue during review
of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** Subject to Paragraph 4, below, in the event private improvements in
the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such
Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed,
or restore them to a condition that is as good as or better than that which existed prior to the use,
or as negotiated separately, provided, however, that such restoration shall be consistent with
Grantee's project improvements and the purposes described in Paragraph 2.

During the Term, Grantee may, on an interim basis, restore the Easement Area to
a reasonably safe and sanitary condition.

4. **Term of Easement.** The term of the Easement (the "Term") shall commence upon
mutual execution of this agreement. Following commencement of the Term, Grantor shall not
make any material modifications or improvements to the physical condition of the Easement Area
that would interfere with Grantee's use of the Easement for the purposes described in Paragraph
2. Grantor will provide two (2) days written notice to Grantee before commencing Grantor's Work
within the Easement Area. Grantee shall be entitled to use the Easement Area for the
performance of Grantor's Work for a period of Forty-Eight Months (48) consecutive months (the
"Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall
be exclusive. The Easement will remain in effect until December 31, 2024 or until completion of
restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever
occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction
Period, for up to an additional Twelve (12) months.

5. **Payment for Easement.** Grantee will pay Grantor Seventeen Thousand, Five
Hundred Sixty and 00/100ths Dollars ($17,560.00) upon recording of this Easement. If Grantee
requires additional exclusive use past the Construction Period, as provided for in Section 4,
Grantee will pay Four Hundred Fifty-Eight and 33/100ths Dollars ($458.33) per month for each
month or portion of a month, that Grantee uses the Easement Area for the purpose described in
Paragraph 2.

6. **Representations and Indemnifications.** Grantee will exercise its rights under this
Easement in accordance with the requirements of all applicable statutes, orders, rules and
regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and
against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights
granted in this Easement by Grantee, its agents, contractors and permittees to the extent such
claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents,
contractors and permittees. To the extent permitted by ROW 4.24.115 Grantor's obligations under
this Indemnity shall not apply to the extent that any such claim, costs, liabilities and damages arise
from the negligence of Grantor, or Grantor's employees, agents and contractors.

7. **Binding Effect.** This Easement is solely for the benefit of Grantee, and is personal
to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the
Easement Area to accomplish the purposes described herein, provided that all such parties abide
by the terms of this Easement. This Easement, and the duties, restrictions, limitations and
obligations herein created, run with the land, burden the Property and are binding upon Grantor
and its successors, assigns, mortgagees and sublessees and each and every person who, at any
time, has a leasehold, mortgage or other interest in any part of the Easement Area.

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

9. **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, the prevailing party in such litigation will be entitled to
be reimbursed for all costs incurred or expended in connection therewith, including, but not limited
to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.
10. **Condemnation.** This Easement is granted under the threat of condemnation.

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

Dated and signed this __________ day of ________________________, 201 __.

Grantor: Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75

By: __________________________

Its: __________________________

STATE OF WASHINGTON       
}  
COUNTY OF King  
} SS.

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

Dated: __________________________

Signature: __________________________

Notary Public in and for the State of Washington

Notary (print name): __________________________

Residing at: __________________________

My appointment expires: __________________________
Dated and signed on this _____ day of ________________ 20__

Grantee: Central Puget Sound Regional Transit Authority

By: __________________________________________________________

Its: __________________________________________________________

Approved as to Form

By: __________________________________________________________

Sound Transit Legal Counsel

STATE OF WASHINGTON  }  SS.
COUNTY OF KING }  

I certify that I know or have satisfactory evidence that ___________________________ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the 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"

R/W No. FL145
PIN 0922040235
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

Grantee's Parcel:

QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST,
W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1,
AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER 5378856;

EXCEPT THE EAST 7.35 FEET OF THE NORTH 246.50 FEET THEREOF;

TOGETHER WITH THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH,
RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE
HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER
5368399;

EXCEPT THE NORTH 246.50 FEET;

AND

EXCEPT PORTION THEREOF AS CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF
TRANSPORTATION BY DEED RECORDED UNDER RECORDING NO. 20070104000117.

Earl J. Bose, P.L.S.

6/26/2019
EXHIBIT "B"

R/W No. PL145
PIN 09220049235
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

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TEMPORARY CONSTRUCTION EASEMENT (STAGING AND LONG-TERM GENERAL CONSTRUCTION)

Grantor(s): Highline Water District
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Ptn sq nq ns 09-22-04
Assessor's Tax Parcel No(s): 08204-8340
ROW No(s): FL146

Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 78, ("Grantor"), is the owner of real property located in the City of SeaTac commonly known as 21420 31st Ave. S., SeaTac, WA 98198, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

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

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 assigns, a temporary construction easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit "B", and depicted in Exhibit "C" ("Easement Area").

2. **Purposes of Easement.** Grantee, its contractors, agents, and permittees may use the Easement Area, including entry into private improvements located in the Easement Area, for the purpose of staging and construction (which may include, but not be limited to: staging and construction of the guideways, station, drainage, garage, parking, signal house, retaining walls, crane foundation and tower; street connections, utilities, utility connections; to re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grades, sidewalks, retaining walls; and parking lot reconstruction). When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the performance of the work described herein ("Grantee's Work"). Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor's access to the Property from the adjacent public right-of-way.

In the event Grantee's utility connection work requires access to portions of the Property in addition to that depicted in Exhibit C, Grantee may enter into such additional property for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.
Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantor shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantor's permit application and after issuance of such permit(s).

3. Restoration. Subject to Paragraph 4, below, in the event private improvements in the Easement Area are disturbed or damaged by any of Grantor's Work, upon completion of such Work, Grantor shall, at Grantor's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good as or better than that which existed prior to the use, or as negotiated separately, provided, however, that such restoration shall be consistent with Grantor's project improvements and the purposes described in Paragraph 2.

During the Term, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and sanitary condition.

4. Term of Easement. The term of the Easement (the "Term") shall commence upon mutual execution of this agreement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantor's use of the Easement for the purposes described in Paragraph 2. Grantor will provide two (2) days written notice to Grantee before commencing Grantor's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantor's Work for a period of Forty-Eight (48) consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. The Easement will remain in effect until December 31, 2024 or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional Twelve (12) months.

5. Payment for Easement. Grantor will pay Grantor Eleven Thousand, Five Hundred Eighty and 00/100ths Dollars ($11,580.00) upon recording of this Easement. If Grantor requires additional exclusive use past the Construction Period, as provided for in Section 4, Grantor will pay Three Hundred Eight and 33/100ths Dollars ($308.33) per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

6. Representations and Indemnifications. Grantor will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantor will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantor, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115, Grantor's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

7. Binding Effect. This Easement is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.

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

9. 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, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.
10. **Condemnation.** This Easement is granted under the threat of condemnation.

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

Dated and signed this __________ day of __________________, 201 __.

Grantor: Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75

By: ________________________________

Its: ________________________________

STATE OF WASHINGTON

COUNTY OF King

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

Dated: ________________________________

Signature: ________________________________

Notary Public in and for the State of Washington

Notary (print name): ________________________________

Residing at: ________________________________

My appointment expires: ________________________________
Dated and signed on this ___________ day of ___________ Month, 201__.

Grantee: Central Puget Sound Regional Transit Authority

By: ____________________________

its: ____________________________

Approved as to Form

By: ____________________________

Sound Transit Legal Counsel

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) 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"

R/W No. FL146
PIN 0923049340
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 73

Grantee's Parcel:


EXCEPT THE WEST 250 FEET THEREOF;
AND EXCEPT THE SOUTH 145 FEET THEREOF;
AND EXCEPT The NORTH 396 FEET THEREOF;
AND EXCEPT PORTION THEREOF AS CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY DEEDRECORDED UNDER RECOR DING NO. 20070104000117.
Exhibit "F"

Escrow Instructions
DATE

Paula K. Adams
Commercial Escrow Officer
Escrow: 0087026
Chicago Title Insurance Company
10500 NE 8th Street, Suite 600
Bellevue, WA 98004

Re: ROW# __________
Title and Escrow # __________

Greetings Paula,

This letter will serve as escrow instructions from Central Puget Sound Regional Transit Authority (hereinafter “Sound Transit”) to Chicago Title Company of Washington ("Escrow Agent") in connection with the above-referenced escrow, whereby Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75 (hereafter "Owner") and Sound Transit have agreed that the Owner shall grant certain real property rights to Sound Transit.

A. **Confirmation of Certain Information.** Sound Transit confirms to you the following information relevant to this transaction:

1. This escrow is to be closed per the terms of the Administrative Possession and Use Agreement ("Possession and Use Agreement") between Owner and Sound Transit as deposited herein.

2. Owner is the owner of a fee or easement interest in certain real property described in the above referenced Administrative Possession and Use Agreement and related instruments.

3. You will receive a deposit from Sound Transit representing $107,840.00 ("Just Compensation") plus all fees and cost per your estimated settlement statement.

B. **Closing Documents.** The following documents are enclosed, have been, or will be delivered to you, or will be prepared by the Escrow Agent before the date of closing:

1. Memorandum of Possession and Use Agreement;

2. Administrative Possession and Use Agreement;

3. Payoff providing full reconveyance (insert loan and DOT reference);

4. Settlement Statement (Chicago Title)

C. **Conditions to Closing.** You are instructed to close this escrow in accordance with this letter when the following conditions have been satisfied:

1. You have received all documents and funds set forth in A and B hereof
2. You have received verbal or email confirmation from Cherie Kennedy, 705-903-7134, that all other conditions of closing required by Sound Transit to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Sound Transit.

D. Closing Procedures. In closing escrow, you will adhere strictly to the procedures set forth below. All requirements with respect to closing shall be considered as having taken place simultaneously, and no delivery or payment shall be considered as having been made until all deliveries, payments and closing transactions have been accomplished.

1. Insert the Closing Date in the appropriate blanks in all documents referred to in Section B as of the closing date.

2. Record the document referred to in Section B (1)

3. Disburse to Seller the Just Compensation less any charges or offsets owed by the Seller, including but not limited to loans, liens and pro-rated taxes to the County.

4. Within seventy two hours after closing, deliver take-off copies of the recorded documents, to Sound Transit in care of the undersigned, together with a copy.

5. Hold funds due Sound Transit in an amount equal to the sum of any excess funds sent to escrow by Sound Transit to be applied to final closing costs.

E. General Instructions. The instructions contained in this letter may be amended only by written amendment signed by Sound Transit. To the extent that these instructions conflict with the Escrow Instructions Form submitted by Escrow Agent, these Instructions will supersede. If you are unable to comply with these instructions and close this escrow on or before 5:00pm on March 1, 2020, you are not to proceed without further written authorization from the undersigned. If there are any questions concerning the above, please call the undersigned immediately.

Please acknowledge your receipt of and your agreement to comply with these instructions by signing and returning a copy of this letter to me.

Sincerely,

Joseph Gray, Real Property Director
Real Property Division
Sound Transit
401 S. Jackson Street
Seattle, WA 98104

The undersigned acknowledges receipt of these escrow Instructions and agrees to proceed in strict accordance with them.

Chicago Title Insurance Company

By: ____________________________________________

Paula Adams, Escrow Officer
Subject: Authorize Memorandum of Possession and Use Agreement between Sound Transit and Highline Water District regarding the Federal Way Link Light Rail Project

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Excludes sales tax

ATTACHMENTS:

1. Resolution 20-1-15B
2. Attachment 1 – Memorandum of Possession and Use Agreement

COMMENTS:

The District is the owner of certain real property located in SeaTac, Washington, identified as King County Tax Parcel Number 092204-9235 and 092204-9340, and having an address of 21420 31st Ave S, SeaTac, WA 98198.

Sound Transit must acquire real property from the District for the purposes of the project, possession and use of property interests for partial fee take, guideway easement and long-term temporary construction easement.

Sound Transit and the District have agreed that the Property is necessary for public use. If it becomes necessary for Sound Transit to institute condemnation proceedings, the Owner has waived any objection to the entry of an Order Adjudicating Public Use and Necessity and stipulated and acknowledges that the Agreement shall be treated as accorded the same effect as an Order for Immediate Possession and Use.

Staff recommends approval of this resolution.