

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 19-9-24A

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 BY AND BETWEEN CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY "SOUND TRANSIT" AND HIGHLINE WATER DISTRICT "DISTRICT" FOR REAL PROPERTY 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 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 Headquarters site.
3. The General Manager and legal are authorized to make minor changes to the Agreement.

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 19-9-24A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **24th** day of **September 2019**.

BOARD OF COMMISSIONERS



Kathleen Quong-Vermeire, President



Vince Koester, Secretary



Todd Fultz, Commissioner



Daniel Johnson, Commissioner



George Landon, Commissioner

WHEN RECORDED RETURN TO:

ATTACHMENT - 1

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

MEMORANDUM OF POSSESSION AND USE AGREEMENT

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): 250060-0440, 250060-0441
ROW No(s): FL240, FL241

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 #75 ("Owner").

1. **Property.** Owner 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 (the "Property"). The Property is legally described in Exhibits A hereto.

2. **Project.** 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 (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 decree, 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 acknowledges 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____.

Day

Month

Year

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

By: _____
Its: _____

STATE OF WASHINGTON

}
} SS.
}

COUNTY OF KING

I certify that I know or have satisfactory evidence that _____ and _____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the _____ and _____ of **Highline Water District, a Municipal corporation** 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____.

Day

Month

Year

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

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 _____ 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

Legal Descriptions of the Premises

EXHIBIT "A"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "A"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "B"

**Legal Descriptions of the Partial Fee Acquisition, Temporary Construction Easements and
Guideway Easements**

EXHIBIT "B"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL, (SAID PARCEL BEING DISCRIBED IN EXHIBIT A),
LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE
OF 5.03 FEET FROM THE NORTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE S07°36'39"W A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE TO THE CONCAVE EASTERLY 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 ON THE SOUTH LINE OF GRANTOR'S 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.**

CONTAINING 563 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

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

**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A
DISTANCE OF 4.87 FEET FROM THE SOUTHWEST CORNER OF GRANTOR'S 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 GRANTOR'S 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.**

CONTAINING 421 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Temporary Construction Easement Area Acquired by Grantee:

THOSE PORTIONS OF GRANTOR'S PARCEL, (SAID PARCEL BEING DISCRIBED IN EXHIBIT A),
DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE OF 5.03 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE ALONG NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE OF 89.65 FEET;
THENCE LEAVING SAID NORTH LINE S00°15'30"W A DISTANCE OF 2.73 FEET;
THENCE N88°52'09"W A DISTANCE OF 15.75 FEET;
THENCE S00°20'36"W A DISTANCE OF 97.15 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 36.27 FEET;
THENCE LEAVING SAID SOUTH LINE N20°20'35"W A DISTANCE OF 100.57 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'23" AN ARC DISTANCE OF 6.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED EASTERLY HAVING A RADIUS OF 1325.07 FEET OF WHICH THE RADIAL LINE BEARS N83°20'08"W;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°00'52" AN ARC DISTANCE OF 0.34 FEET TO THE BEGINNING OF A NON-TANGENT LINE;
THENCE N07°36'39"E A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING.**

AND

**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 4.08 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL,
THENCE ALONG SOUTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE OF 1.84 FEET;
THENCE LEAVING SAID SOUTH LINE N20°20'35"W A DISTANCE OF 4.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1325.07 FEET OF WHICH THE RADIAL LINE BEARS N87°26'20"W;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'25" AN ARC DISTANCE OF 4.40 FEET TO THE POINT OF BEGINNING.**

CONTAINING 5,578 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Temporary Construction Easement Area Acquired by Grantee:

THOSE PORTIONS OF GRANTOR'S PARCEL, (SAID PARCEL BEING AS DESCRIBED IN EXHIBIT A),
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S 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" A
DISTANCE OF 42.34 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL, BEING
S88°23'35"E A DISTANCE OF 4.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 1.84 FEET;
THENCE LEAVING SAID NORTH LINE S20°20'35"E A DISTANCE OF 107.83 FEET TO A POINT ON
THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 40.83 FEET TO THE **POINT OF
BEGINNING**.

AND

BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A
DISTANCE OF 88.83 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N20°20'35"W A DISTANCE OF 107.83 FEET TO A POINT ON THE NORTH LINE OF
GRANTOR'S PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 59.79 FEET;
THENCE LEAVING SAID NORTH LINE S00°24'55"W A DISTANCE OF 100.04 TO A POINT ON THE
SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 21.56 FEET TO THE **POINT OF
BEGINNING**.

CONTAINING 6,229 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Permanent Guideway Easement Area Acquired by Grantee:

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

COMMENCING AT A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A
DISTANCE OF 5.03 FEET FROM THE NORTHWEST CORNER OF SAIDPARCEL;
THENCE S07°36'39"W A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE CONCAVED EASTERLY 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 00°00'52" AN ARC
DISTANCE OF 0.34 FEET TO THE **POINT OF BEGINNING**;
THENCE CONTINUING SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
04°06'12" AN ARC DISTANCE OF 94.90 FEET TO A NON-TANGENT LINE;
THENCE S20°20'35"E A DISTANCE OF 4.74 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S
PARCEL;
THENCE ALONG SAID SOUTH LINE S88°23'35"E A DISTANCE OF 43.13 FEET;
THENCE LEAVING SAID SOUTH LINE N20°20'35"W A DISTANCE OF 100.57 FEET TO THE
BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'23" AN ARC DISTANCE OF
6.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,288 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Permanent Guideway Easement Area Acquired by Grantee:

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

BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A
DISTANCE OF 45.70 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N20°20'35"W A DISTANCE OF 107.83 FEET TO A POINT ON THE NORTH LINE OF
GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 5.92 FEET FROM THE NORTHWEST
CORNER OF GRANTOR'S PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 43.13 FEET;
THENCE LEAVING SAID NORTH LINE S20°20'35"E A DISTANCE OF 107.83 FEET TO A POINT ON
THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 43.13 FEET TO THE **POINT OF
BEGINNING.**

CONTAINING 4,313 SQUARE FEET, MORE OR LESS

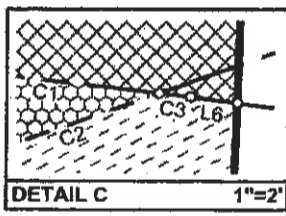
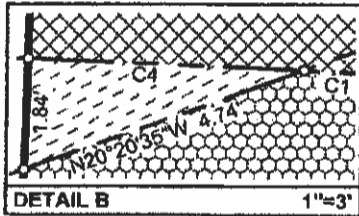
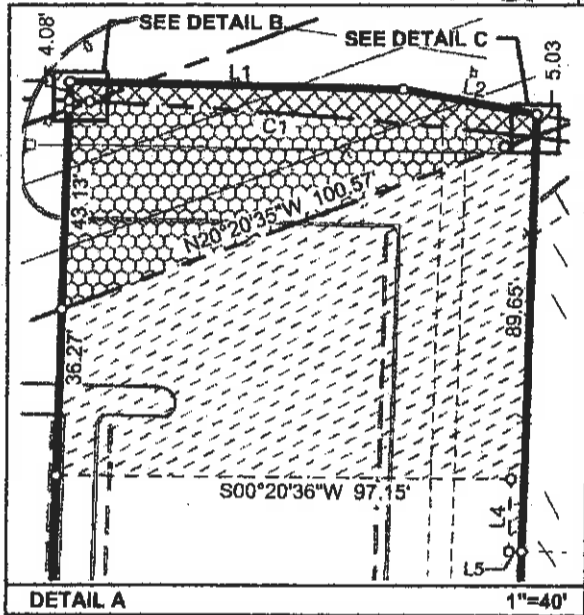
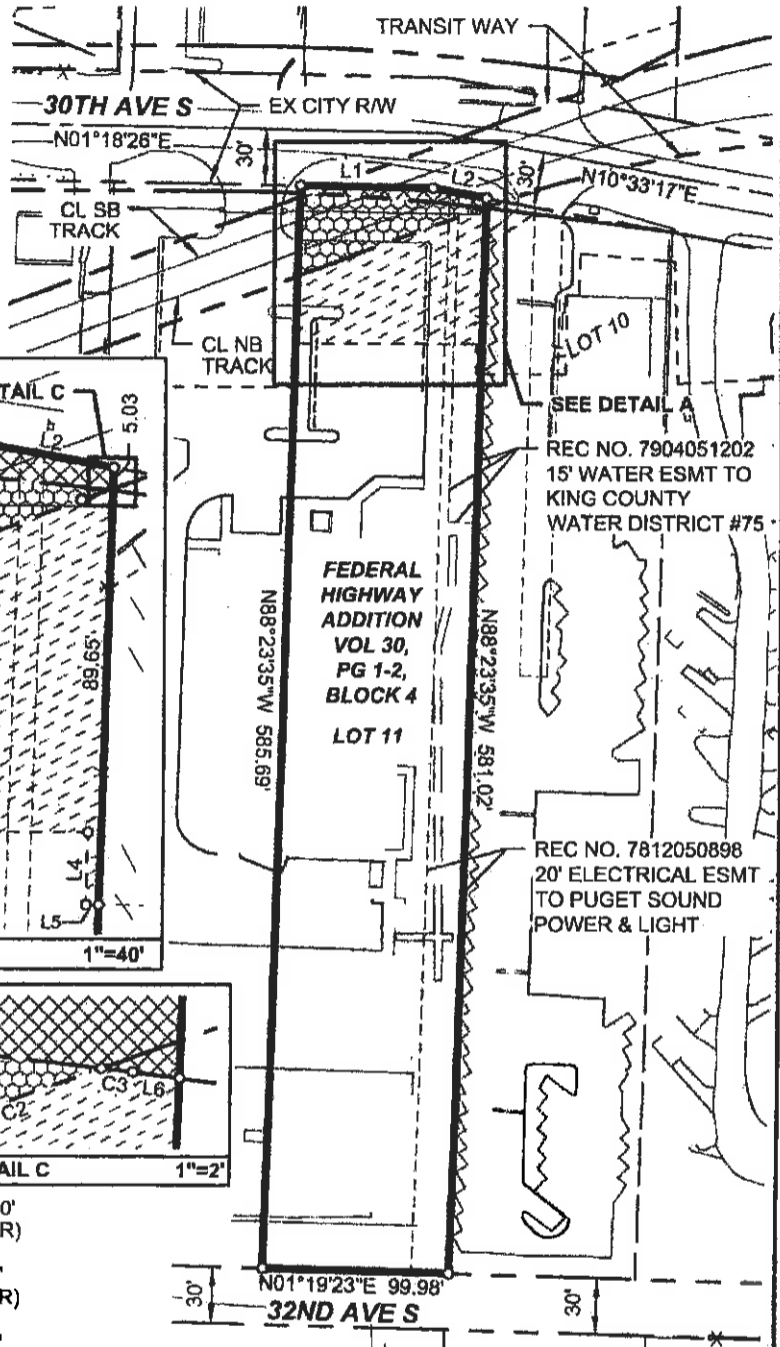
EXHIBIT "C"

Depictions of the Property

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

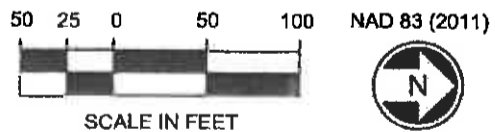
SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

- L1 N01°18'26"E 71.12'
- L2 N10°33'17"E 29.22'
- L4 N88°52'09"W 15.75'
- L5 N00°15'30"E 2.73'
- L6 N07°36'39"E 0.50'



- C1 Δ=04°06'12" R=1325.07' L=94.90'
N87°26'20"W(R) N83°20'08"W(R)
- C2 Δ=00°33'23" R=650.00' L=6.31'
S70°12'48"W(R) S69°39'25"W(R)
- C3 Δ=00°00'52" R=1325.07' L=0.34'
N83°20'08"W(R) N83°19'16"W(R)
- C4 Δ=00°11'25" R=1325.07' L=4.40'
N87°26'20"W(R) N87°37'45"W(R)

LEGEND	
---	LIGHT RAIL TRANSIT WAY
---	STREET RIGHT-OF-WAY LINE
---	STREET CENTER LINE
---	PLATTED LOT LINE
---	PROPERTY LINE
---	PARENT PARCEL
---	FEE TAKE LINE
---	EASEMENT LINE PERMANENT
---	EASEMENT LINE TEMPORARY



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

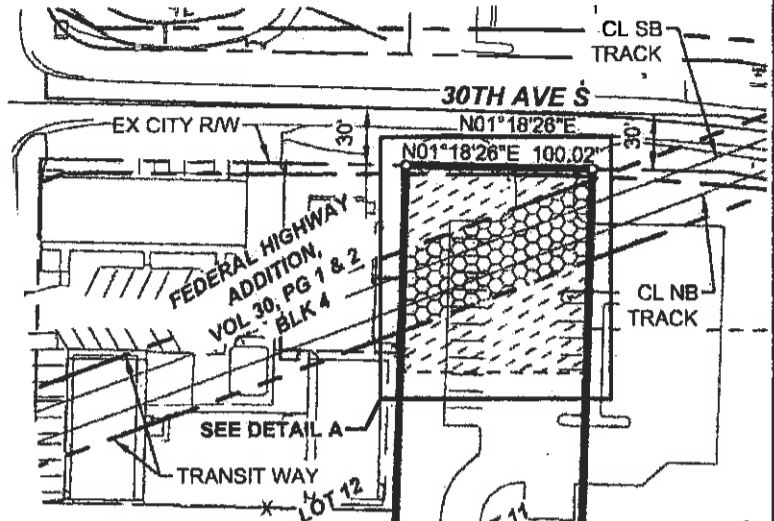
LINK LIGHT RAIL TRANSIT SYSTEM

5-21-18

PARCEL AREA: 58,541 SF	CONST ESMT: 5,578 SF
FEE TAKE AREA: 563 SF	GUIDEWAY ESMT: 2,288 SF
REMAINING AREA: 57,978 SF	
EXHIBIT "C"	
R/W NO. FL-240 PARCEL MAP	
ASSESSOR NO.: 2500600440	DATE: 05/21/18
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

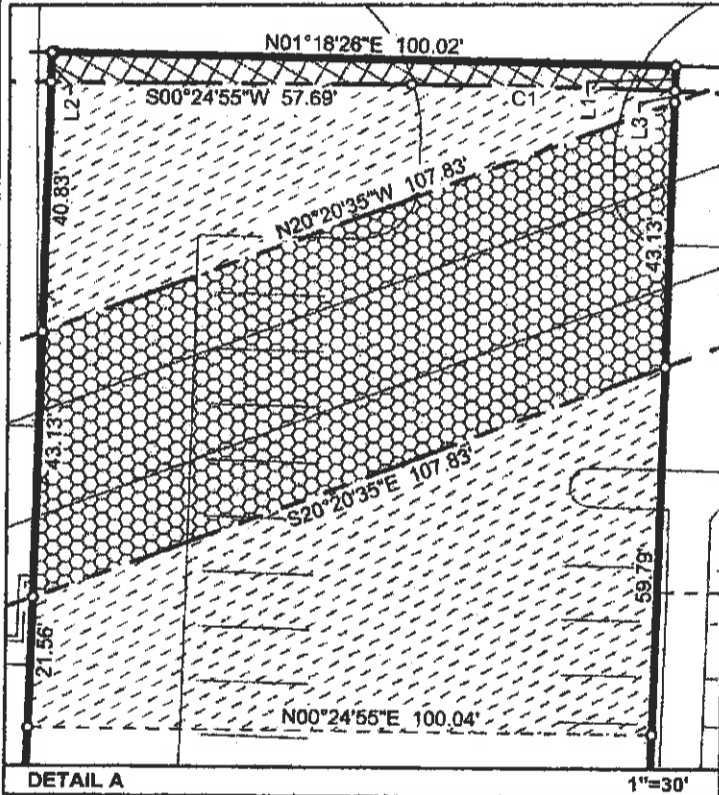
FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

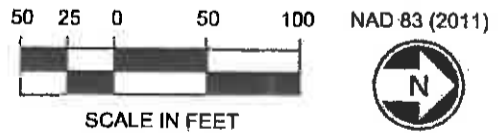


- L1 N88°23'35"W 4.08'
- L2 N88°23'35"W 4.87'
- L3 N88°23'35"W 1.84'

- C1 Δ=01°49'51" R=1325.07' L=42.34'
N89°27'36"W (R) N87°37'45"W (R)



LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 58,800 SF	GUIDEWAY ESMT: 4,313 SF
FEE TAKE AREA: 421 SF	CONST ESMT: 6,229 SF
REMAINING AREA: 58,179 SF	
EXHIBIT "C"	
R/W NO. FL-241 PARCEL MAP	
ASSESSOR NO.: 2500600441	DATE: 05/22/2018
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

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 **Highline Water District, a municipal corporation, successor in interest to King County Water District #75** ("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 **Kent** Washington, identified as **King** County Tax Parcel No. **250060-0440 and 250060-0441**, and having addresses of **23828 30th Ave S., Kent, WA 98032 and 23850 30th Ave S., Kent, WA 98032** (the "Property"). The Property is legally described in **Exhibits A** hereto.

B. 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 (the "Project").

C. Sound Transit intends to purchase the property interests described and depicted on **Exhibits B, Exhibits C, Exhibit D and Exhibit E**, which are attached hereto and incorporated by reference (the "Property Interests"). The Property Interests consist of **partial fee acquisition, Guideway Easement, and Long-Term Temporary Construction Easement**.

D. Sound Transit has offered to purchase the Property Interests from Owner, under threat of condemnation, for **\$447,000.00**.

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 but in no event later than _____ (the "Date of Deposit"), Sound Transit shall deposit into an escrow account with Chicago Title Company of Washington (the "Escrow Agent") the sum of **Four Hundred Forty-Seven Thousand Dollars and No/Cents (\$447,000.00)** (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 surrendered 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 eight percent (8%) 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 eight percent (8%) 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, Guideway Easement, and Long-Term 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 loss. 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 its 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

w/ a copy to:

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 heretofore 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)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GRANTOR:	GRANTEE:
Highline Water District, a municipal corporation, successor in interest to King County Water District No. #75	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington
By: _____	By: _____
It's: _____	Its: _____
Date: _____	Date: _____ Approved as to Form By: _____ Sound Transit Legal Counsel

EXHIBIT "A"

Legal Descriptions of the Premises

EXHIBIT "A"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "A"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "B"

Legal Description of the Partial Fee Acquisition

EXHIBIT "B"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

ALL THAT PORTION OF GRANTOR'S PARCEL, (SAID PARCEL BEING DISCRIBED IN EXHIBIT A),
LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE
OF 5.03 FEET FROM THE NORTHWEST CORNER OF GRANTOR'S PARCEL;
THENCE S07°36'39"W A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE TO THE CONCAVE EASTERLY 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 ON THE SOUTH LINE OF GRANTOR'S 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.

CONTAINING 563 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

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

BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A
DISTANCE OF 4.87 FEET FROM THE SOUTHWEST CORNER OF GRANTOR'S 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 GRANTOR'S 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.

CONTAINING 421 SQUARE FEET, MORE OR LESS

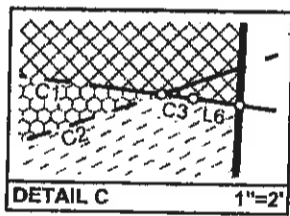
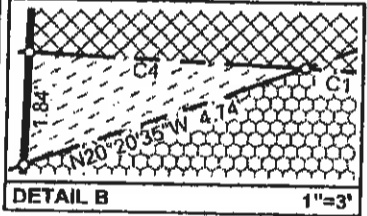
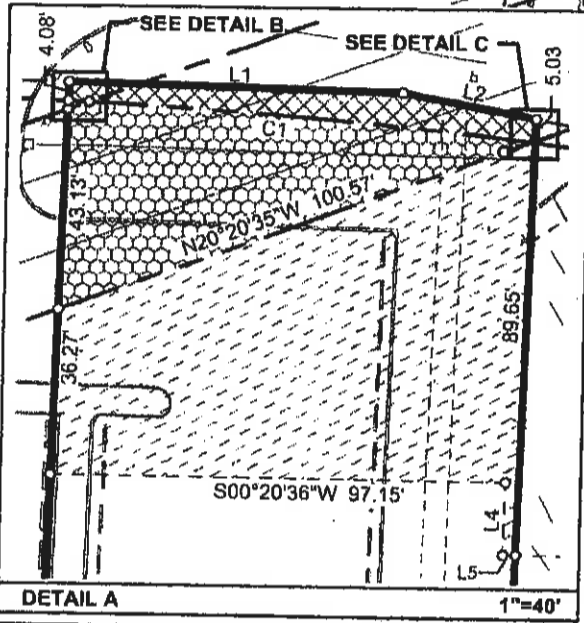
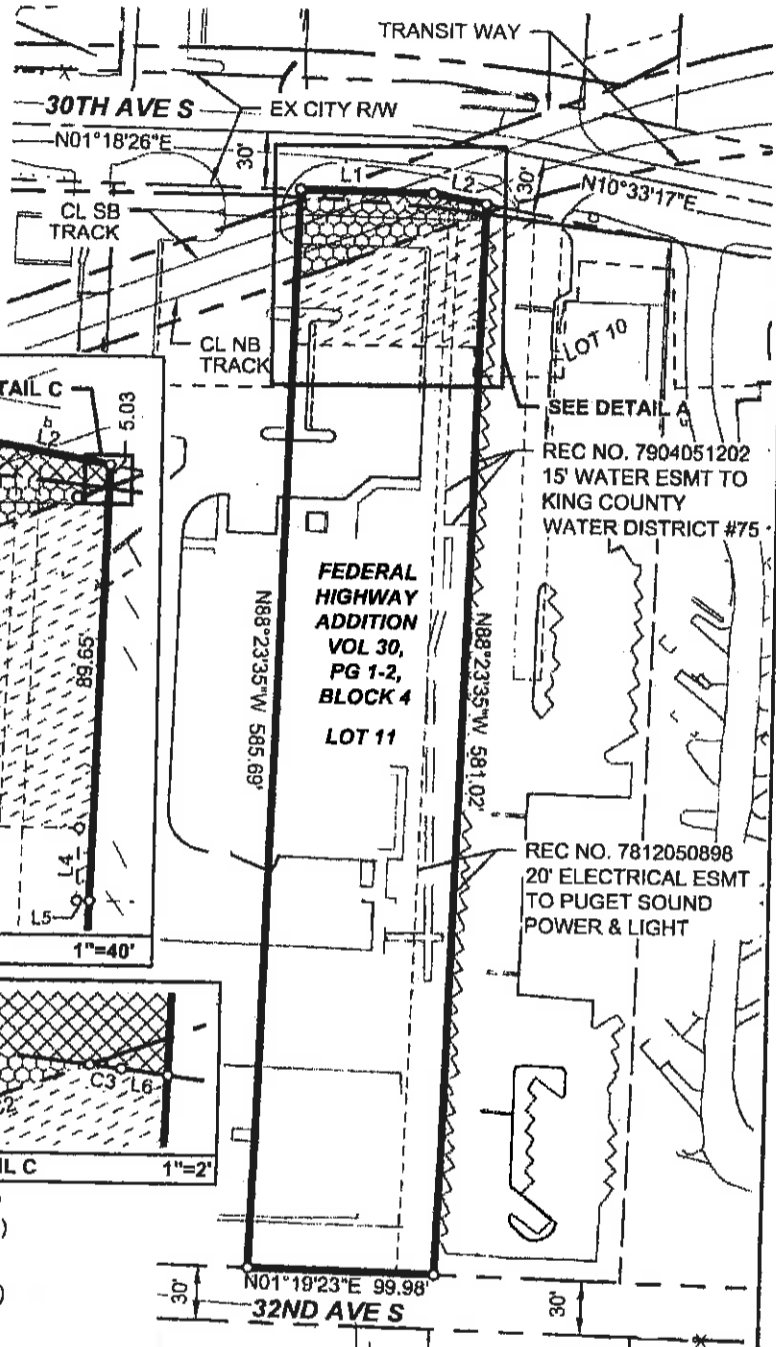
EXHIBIT "C"

Depiction of the Property

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

- L1 N01°18'26"E 71.12'
- L2 N10°33'17"E 29.22'
- L4 N88°52'09"W 15.75'
- L5 N00°15'30"E 2.73'
- L6 N07°36'39"E 0.50'



- C1 Δ=04°08'12" R=1325.07' L=94.90'
N87°26'20"W(R) N83°20'08"W(R)
- C2 Δ=00°33'23" R=650.00' L=6.31'
S70°12'48"W(R) S69°39'25"W(R)
- C3 Δ=00°00'52" R=1325.07' L=0.34'
N83°20'08"W(R) N83°19'16"W(R)
- C4 Δ=00°11'25" R=1325.07' L=4.40'
N87°26'20"W(R) N87°37'45"W(R)

LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY

50 25 0 50 100 NAD 83 (2011)



SCALE IN FEET



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY
ASSESSOR RECORDS.

PARCEL AREA: 58,541 SF CONST ESMT: 5,578 SF
 FEE TAKE AREA: 563 SF GUIDEWAY ESMT: 2,288 SF
 REMAINING AREA: 57,978 SF

EXHIBIT "C"
R/W NO. FL-240 PARCEL MAP

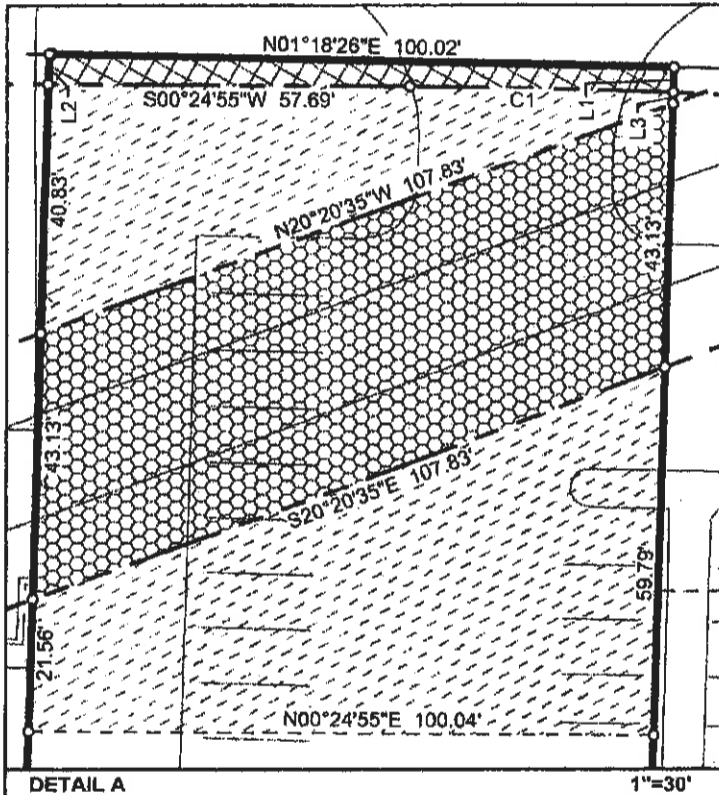
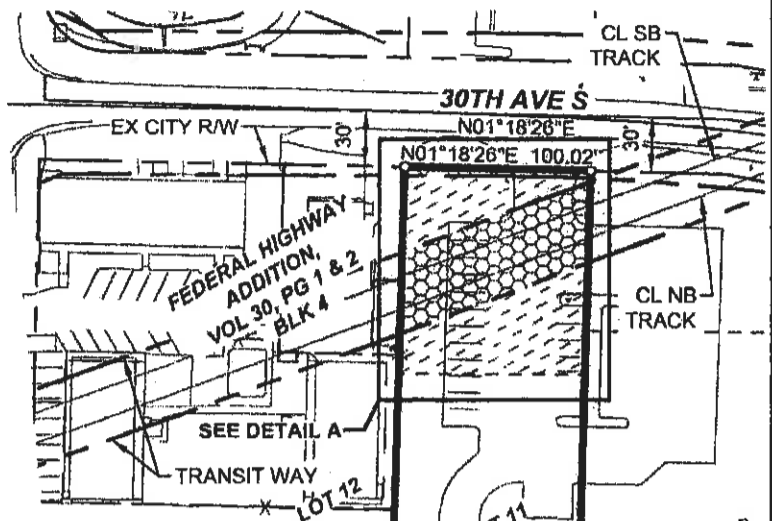
ASSESSOR NO.: 2500600440 DATE: 05/21/18
 OWNER: KING COUNTY WATER DISTRICT #75
 BLOCK NO.: 4 LOT NO.: 11
 CITY OF KENT KING COUNTY, WA

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

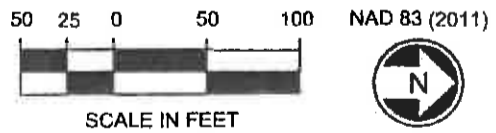
- L1 N88°23'35"W 4.08'
- L2 N88°23'35"W 4.87'
- L3 N88°23'35"W 1.84'

- C1 Δ=01°49'51" R=1325.07' L=42.34'
 N89°27'36"W (R) N87°37'45"W (R)



LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY

TEMP CONST ESMT	FEE TAKE	GUIDEWAY ESMT



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUNDTRANSIT

HDR

ILWA LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 58,600 SF	GUIDEWAY ESMT: 4,313 SF
FEE TAKE AREA: 421 SF	CONST ESMT: 6,229 SF
REMAINING AREA: 58,179 SF	
EXHIBIT "C"	
R/W NO. FL-241 PARCEL MAP	
ASSESSOR NO.: 2500600441	DATE: 05/22/2018
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

EXHIBIT "D"

Permanent Easement

WHEN RECORDED RETURN TO:

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

GUIDEWAY EASEMENT

Grantor(s): Highline Water District, a municipal corporation, successor in interest to King County Water District #75

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): 250060-0440, 250060-0441

ROW No(s): FL240, FL241

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 S., Kent, WA 98032 and 23850 30th Ave S, Kent, WA 98032, 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 are hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and assigns, a permanent guideway easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit "B" and depicted in the attached Exhibit "C" ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private improvements located in the Easement Area, for purposes of columns, foundations, aerial guideway, including but not limited to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of a segment of the Link light rail system and all appurtenances thereto, and related uses that Grantee may hereafter deem appropriate.

Grantee may access property in addition to that described in Exhibit "B", as determined by the Grantee, for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten feet of the aerial guideway, if and only if there are trees and vegetation that will interfere with the aerial guideway easement. To the extent Grantor has not placed any real property improvements within ten feet of the aerial guideway, Grantee may access property in addition to that described in Exhibit "B", as determined by the Grantee, for the purpose of inspecting and maintaining the aerial guideway.

ROW #: FL240, FL241

Guideway Easement
Form approved by Civil 10/06/17
Form approved by Legal 10/20/17
Last saved by James Chung on 8/13/18

Grantee may, in its discretion, enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use, and may inspect, construct, maintain, repair and replace the aerial guideway, and appurtenances within the Easement Area.

Grantee shall be entitled to apply 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.** If private improvements in the Easement Area are disturbed or damaged by any of Grantee's activities described in Paragraph 2 (the "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 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 Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

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

4. **Grantor's Use of Easement Area.** In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event Grantee discovers such items in the Easement Area, Grantee may immediately remove such items at Grantor's expense. No obstructions of any kind whatsoever, other than those identified above in this Section 2 will be allowed within five feet of the aerial guideway columns. Grantor may not use the Easement Area for any purpose in the area above the aerial guideway, or the area five feet below the bottom of the aerial guideway. Vehicles carrying flammable materials other than within the vehicle's own fuel tank, may not park under the aerial guideway. Grantor may otherwise use the property within the Easement Area, so long as the Grantor's use does not interfere with Grantee's use of the Easement Area without written permission of the Grantee.

5. **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 RCW 4.24.115 Grantee'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.

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

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

8. **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 party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. **Condemnation.** This Easement is granted under the threat of condemnation.

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

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

Day

Month

Year

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

By: _____

Its: _____

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

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

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

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

Day

Month

Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

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

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "A"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "B"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Permanent Guideway Easement Area Acquired by Grantee:

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

COMMENCING AT A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A
DISTANCE OF 5.03 FEET FROM THE NORTHWEST CORNER OF SAIDPARCEL;
THENCE S07°36'39"W A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE CONCAVED EASTERLY 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 00°00'52" AN ARC
DISTANCE OF 0.34 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF
04°06'12" AN ARC DISTANCE OF 94.90 FEET TO A NON-TANGENT LINE;
THENCE S20°20'35"E A DISTANCE OF 4.74 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S
PARCEL;
THENCE ALONG SAID SOUTH LINE S88°23'35"E A DISTANCE OF 43.13 FEET;
THENCE LEAVING SAID SOUTH LINE N20°20'35"W A DISTANCE OF 100.57 FEET TO THE
BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'23" AN ARC DISTANCE OF
6.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,288 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Permanent Guideway Easement Area Acquired by Grantee:

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

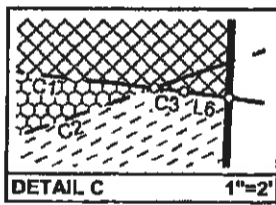
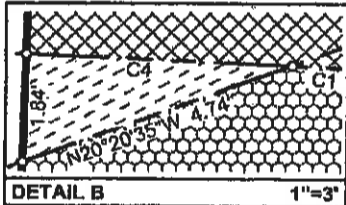
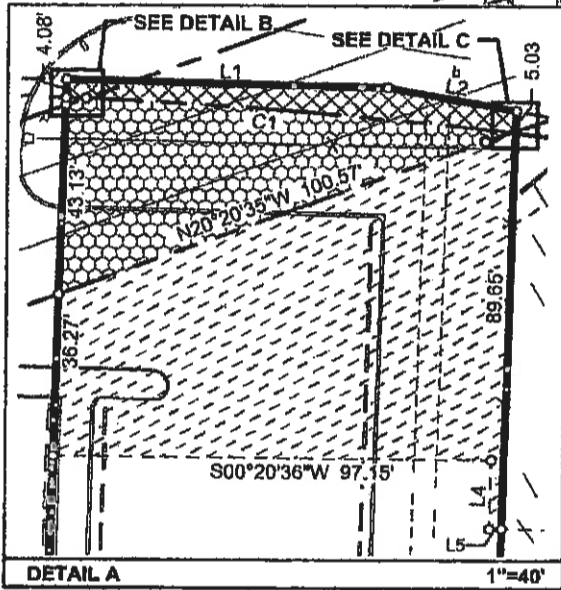
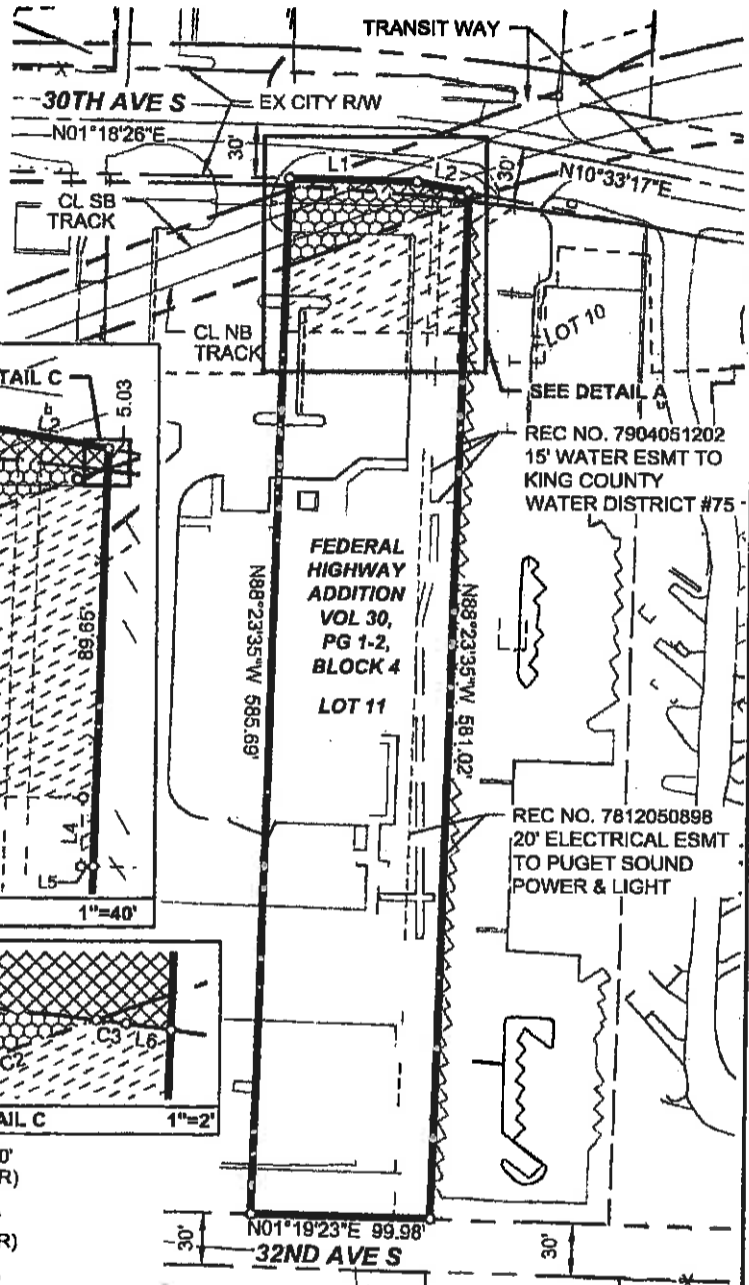
**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A
DISTANCE OF 45.70 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N20°20'35"W A DISTANCE OF 107.83 FEET TO A POINT ON THE NORTH LINE OF
GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 5.92 FEET FROM THE NORTHWEST
CORNER OF GRANTOR'S PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 43.13 FEET;
THENCE LEAVING SAID NORTH LINE S20°20'35"E A DISTANCE OF 107.83 FEET TO A POINT ON
THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 43.13 FEET TO THE POINT OF
BEGINNING.**

CONTAINING 4,313 SQUARE FEET, MORE OR LESS

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

- L1 N01°18'26"E 71.12'
- L2 N10°33'17"E 29.22'
- L4 N88°52'09"W 15.75'
- L5 N00°15'30"E 2.73'
- L6 N07°36'39"E 0.50'



- C1 Δ=04°06'12" R=1325.07' L=94.90'
N87°26'20"W(R) -N83°20'08"W(R)
- C2 Δ=00°33'23" R=650.00' L=6.31'
S70°12'48"W(R) S69°39'25"W(R)
- C3 Δ=00°00'52" R=1325.07' L=0.34'
N83°20'08"W(R) N83°19'16"W(R)
- C4 Δ=00°11'25" R=1325.07' L=4.40'
N87°26'20"W(R) N87°37'45"W(R)

LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY

50 25 0 50 100 NAD 83 (2011)



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY
ASSESSOR RECORDS.

SOUNDTRANSIT

LR

LINK & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 58,541 SF CONST ESMT: 5,578 SF
 FEE TAKE AREA: 563 SF GUIDEWAY ESMT: 2,288 SF
 REMAINING AREA: 57,978 SF

EXHIBIT "C"
R/W NO. FL-240 PARCEL MAP

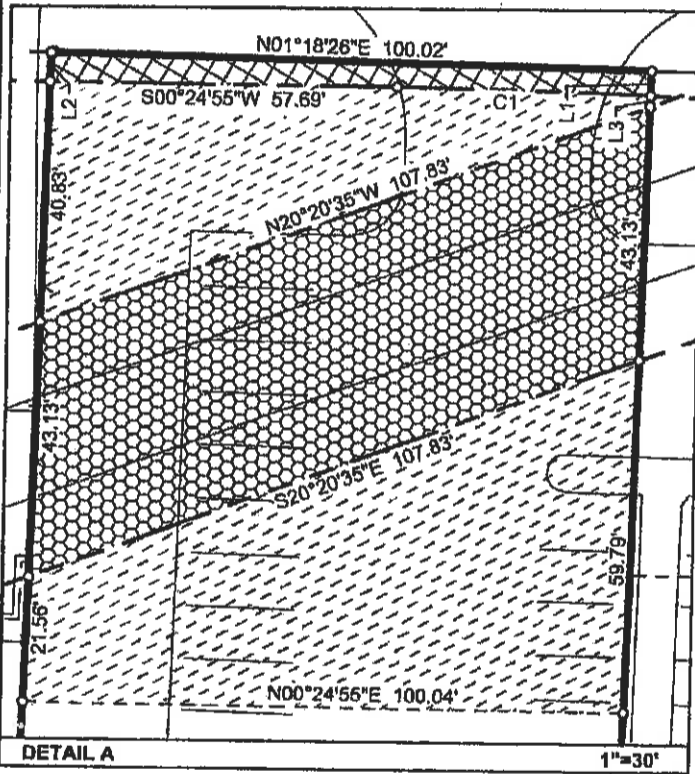
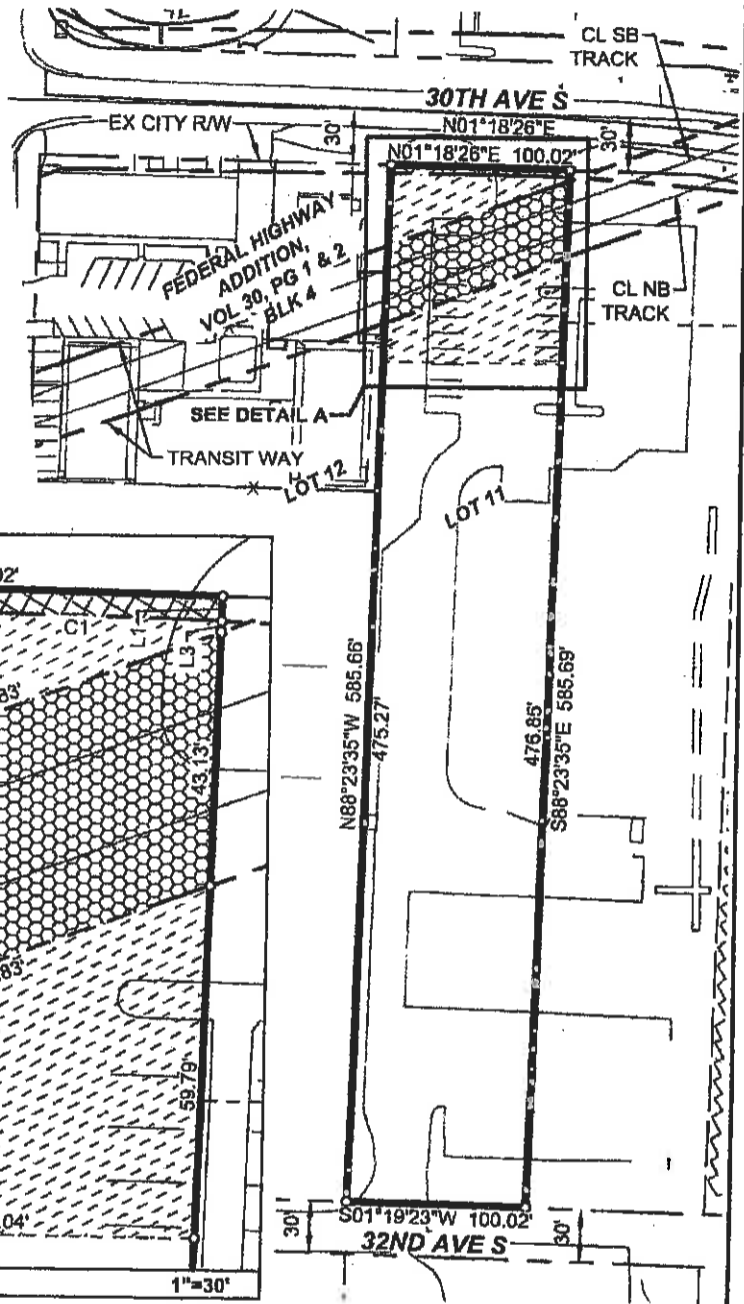
ASSESSOR NO.: 2500600440 DATE: 05/21/18
 OWNER: KING COUNTY WATER DISTRICT #75
 BLOCK NO.: 4 LOT NO 11
 CITY OF KENT KING COUNTY, WA

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

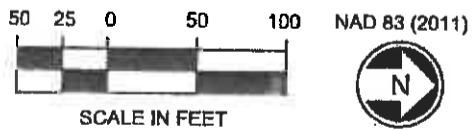
- L1 N88°23'35"W 4.08'
- L2 N88°23'35"W 4.87'
- L3 N88°23'35"W 1.84'

- C1 Δ=01°49'51" R=1325.07' L=42.34'
 N89°27'36"W (R) N87°37'45"W (R)



LEGEND	
---	LIGHT RAIL TRANSIT WAY
---	STREET RIGHT-OF-WAY LINE
---	STREET CENTER LINE
---	PLATTED LOT LINE
---	PROPERTY LINE
---	PARENT PARCEL
---	FEE TAKE LINE
---	EASEMENT LINE PERMANENT
---	EASEMENT LINE TEMPORARY

TEMP CONST ESMT	FEE TAKE	GUIDEWAY ESMT



NOTE:
 PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUND TRANSIT

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 58,600 SF	GUIDEWAY ESMT: 4,313 SF
FEE TAKE AREA: 421 SF	CONST ESMT: 6,229 SF
REMAINING AREA: 58,179 SF	

EXHIBIT "C"	
R/W NO. FL-241 PARCEL MAP	
ASSESSOR NO.: 2500600441	DATE: 05/22/2018
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

EXHIBIT "E"

Temporary Easement

WHEN RECORDED RETURN TO:

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

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

Grantor(s): Highline Water District, a municipal corporation, successor in interest to King County Water District #75

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): 250060-0440, 250060-0441

ROW No(s): FL240, FL241

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 S., Kent, WA 98032 and 23850 30th Ave S., Kent, WA 98032, 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

ROW #: FL240, FL241

Temporary Construction Easement-Staging-Long Term
Form approved by Civil 10/06/17
Form approved by Legal 6/22/18
Last saved by James Chung on 8/13/18

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. Grantee will provide fourteen (14) days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee'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.** Grantee will pay Grantor **Four Hundred Forty-Seven and 00/100ths Dollars (\$447,000.00)** upon recording of this Easement for the _____ (_____) month Term. If Grantee requires additional use past the Term, Grantee will pay **Four Thousand Four Hundred Eighty-Five and 00/100ths Dollars (\$4,485.00)** 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 RCW 4.24.115 Grantee'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, 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

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

Day

Month

Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

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

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

Exhibit "A"

Note to Agents: Replace this page with the dated legal description as prepared by Civil. Exhibit A is the Grantor's Entire Parcel (Servient).

EXHIBIT "A"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "A"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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.

EXHIBIT "B"

R/W No. FL241
PIN 2500600441
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Temporary Construction Easement Area Acquired by Grantee:

THOSE PORTIONS OF GRANTOR'S PARCEL, (SAID PARCEL BEING AS DESCRIBED IN EXHIBIT A), DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S 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" A DISTANCE OF 42.34 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 4.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 1.84 FEET;
THENCE LEAVING SAID NORTH LINE S20°20'35"E A DISTANCE OF 107.83 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 40.83 FEET TO THE POINT OF BEGINNING.**

AND

**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 88.83 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N20°20'35"W A DISTANCE OF 107.83 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 59.79 FEET;
THENCE LEAVING SAID NORTH LINE S00°24'55"W A DISTANCE OF 100.04 TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 21.56 FEET TO THE POINT OF BEGINNING.**

CONTAINING 6,229 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Temporary Construction Easement Area Acquired by Grantee:

THOSE PORTIONS OF GRANTOR'S PARCEL, (SAID PARCEL BEING DISCRIBED IN EXHIBIT A),
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE OF 5.03 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE ALONG NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE OF 89.65 FEET;
THENCE LEAVING SAID NORTH LINE S00°15'30"W A DISTANCE OF 2.73 FEET;
THENCE N88°52'09"W A DISTANCE OF 15.75 FEET;
THENCE S00°20'36"W A DISTANCE OF 97.15 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 36.27 FEET;
THENCE LEAVING SAID SOUTH LINE N20°20'35"W A DISTANCE OF 100.57 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'23" AN ARC DISTANCE OF 6.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED EASTERLY HAVING A RADIUS OF 1325.07 FEET OF WHICH THE RADIAL LINE BEARS N83°20'08"W;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°00'52" AN ARC DISTANCE OF 0.34 FEET TO THE BEGINNING OF A NON-TANGENT LINE;
THENCE N07°36'39"E A DISTANCE OF 0.50 FEET TO THE POINT OF BEGINNING.

AND

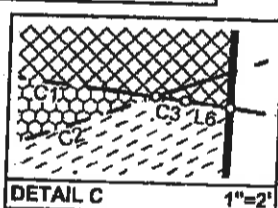
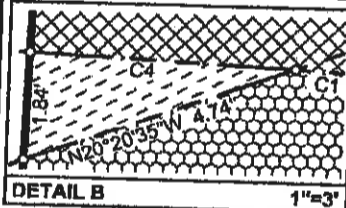
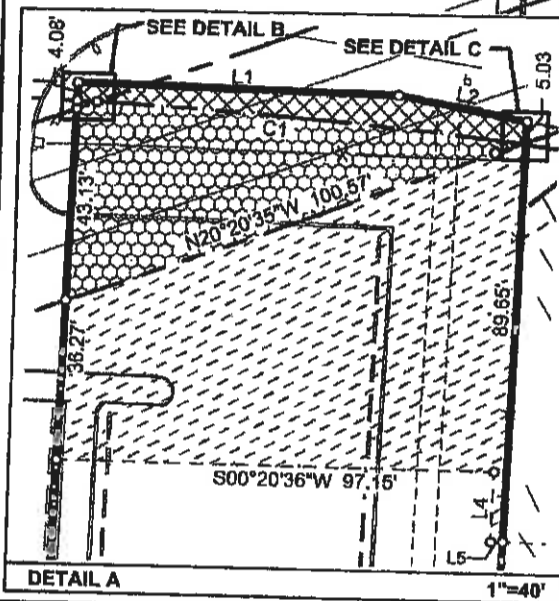
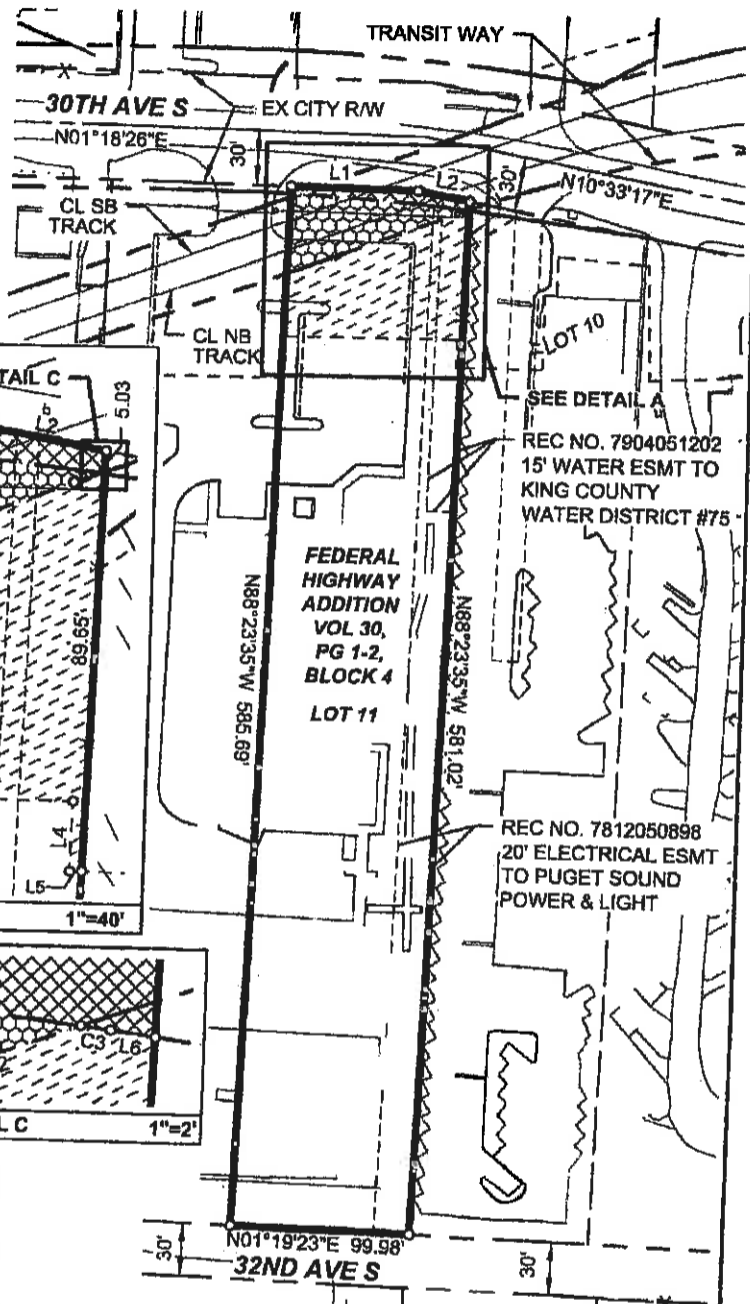
BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 4.08 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL,
THENCE ALONG SOUTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE OF 1.84 FEET;
THENCE LEAVING SAID SOUTH LINE N20°20'35"W A DISTANCE OF 4.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1325.07 FEET OF WHICH THE RADIAL LINE BEARS N87°26'20"W;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'25" AN ARC DISTANCE OF 4.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,578 SQUARE FEET, MORE OR LESS

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

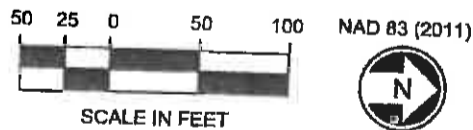
SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

- L1 N01°18'26"E 71.12'
- L2 N10°33'17"E 29.22'
- L4 N88°52'09"W 15.75'
- L5 N00°15'30"E 2.73'
- L6 N07°36'39"E 0.50'



- C1 Δ=04°06'12" R=1325.07' L=94.90'
N87°26'20"W(R) N83°20'08"W(R)
- C2 Δ=00°33'23" R=650.00' L=6.31'
S70°12'48"W(R) S69°39'25"W(R)
- C3 Δ=00°00'52" R=1325.07' L=0.34'
N83°20'08"W(R) N83°19'16"W(R)
- C4 Δ=00°11'25" R=1325.07' L=4.40'
N87°26'20"W(R) N87°37'45"W(R)

LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

L & A LIN & ASSOCIATES
LINK LIGHT RAIL TRANSIT SYSTEM

JOHN W. GOODMAN
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
5-21-18

PARCEL AREA: 58,541 SF	CONST ESMT: 5,578 SF
FEE TAKE AREA: 563 SF	GUIDEWAY ESMT: 2,288 SF
REMAINING AREA: 57,978 SF	

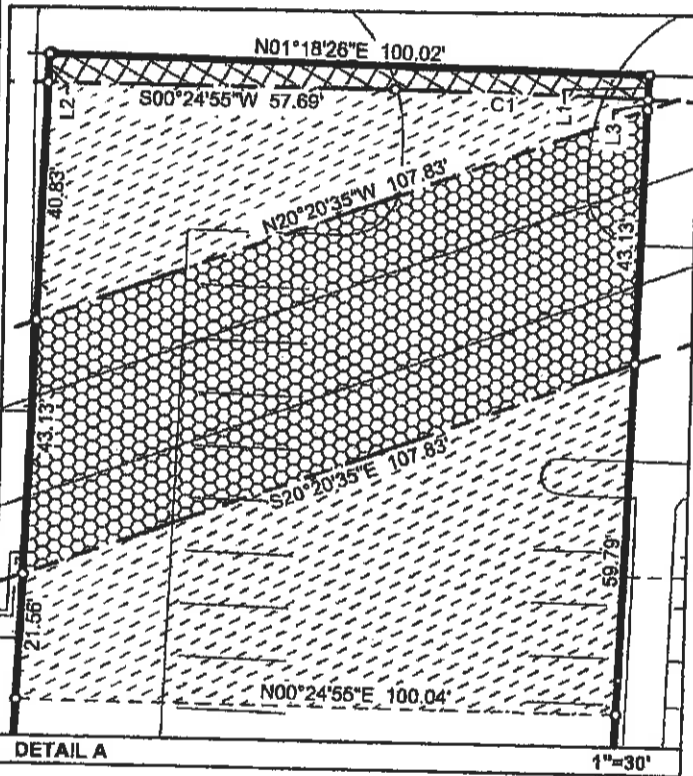
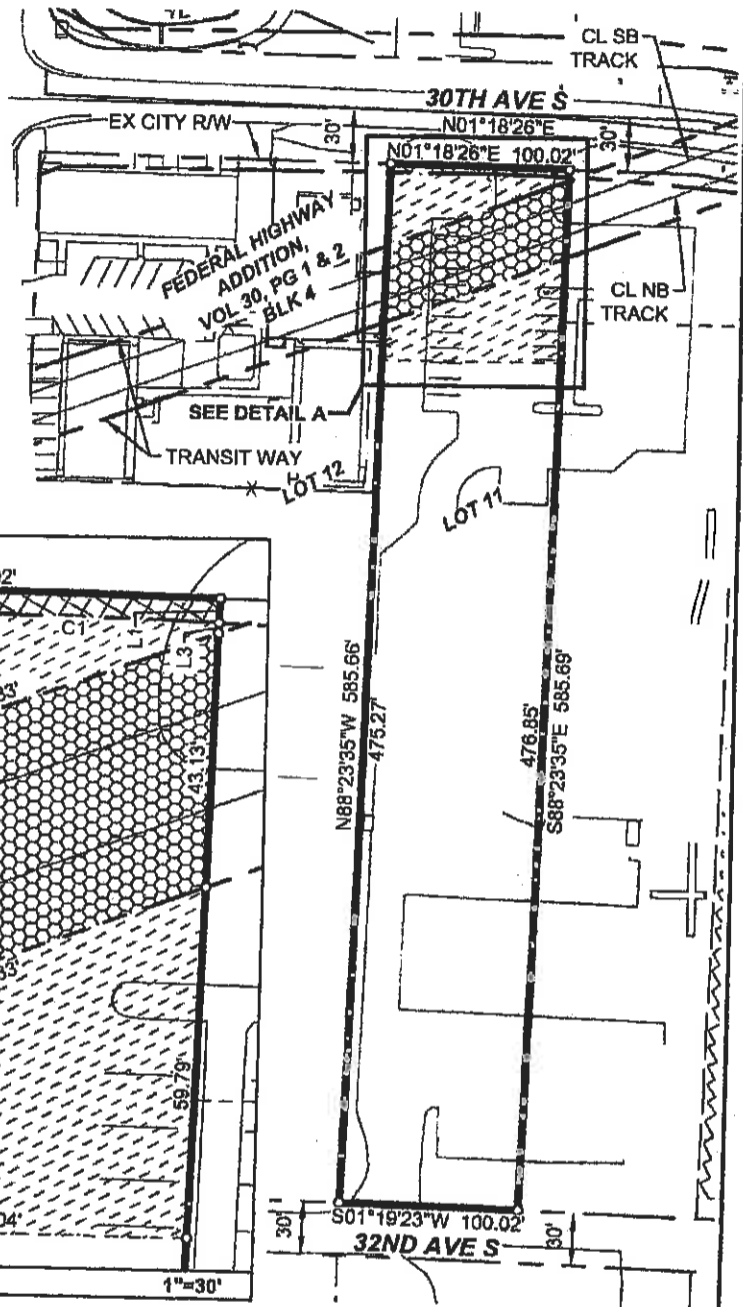
EXHIBIT "C"	
R/W NO. FL-240 PARCEL MAP	
ASSESSOR NO.: 2500600440	DATE: 05/21/18
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

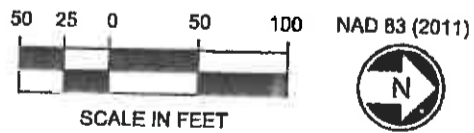
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- L3 N88°23'35"W 1.84'

- C1 Δ=01°49'51" R=1325.07' L=42.34'
 N69°27'36"W (R) N87°37'45"W (R)



LEGEND	
	LIGHT RAIL TRANSIT WAY
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	FEE TAKE LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY

TEMP CONST ESMT	FEE TAKE	GUIDEWAY ESMT



NOTE:
 PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUNDTRANSIT

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 58,600 SF	GUIDEWAY ESMT: 4,313 SF
FEE TAKE AREA: 421 SF	CONST ESMT: 6,229 SF
REMAINING AREA: 58,179 SF	

EXHIBIT "C"
R/W NO. FL-241 PARCEL MAP

ASSESSOR NO.: 2500600441	DATE: 05/22/2018
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT KING COUNTY, WA	

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 #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 **\$447,000.00 ("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 Administrative Possession and Use Agreement
2. Administrative Possession and Use Agreement;
3. Payoffs 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 Cheree Kennedy, 206-903-7134, 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 Memorandum of Administrative Possession and Use Agreement 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 _____, 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

