

**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:

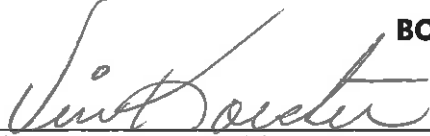
1. The recitals set forth above are incorporated herein in full by this reference.
2. The General Manager or designee is authorized to execute the Memorandum of Possession and Use Agreement for the District's property identified as King County Tax Parcel Number 092204-9235 and 092204-9340.
3. The General 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



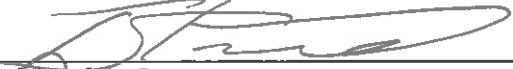
Vince Koester, President



Polly Daigle, Commissioner



Kathleen Quong-Vermeire, Commissioner



Todd Fultz, Secretary



Daniel Johnson, Commissioner

WHEN RECORDED RETURN TO:

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

ATTACHMENT - 1

MEMORANDUM OF POSSESSION AND USE AGREEMENT

Grantor(s): Highline Water District
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Ptn seq neq an 09-22-04
Assessor's Tax Parcel No(s): 092204-9235, 092204-9340
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. 092204-9235, 092204-9340, 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 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)

EXHIBIT A

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:

THE NORTH 396 FEET OF THE WEST 3/4 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 5373956;

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. 20070104000117.

EXHIBIT "A"

R/W No. FL146
PIN 0922049340

HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

Grantor's Parcel:

THE WEST 3/4THS 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;

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. 20070104000117.

EXHIBIT B

EXHIBIT "B"

R/W No. FL145
PIN 0922049235

HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

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 N35°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.

EXHIBIT "B"

R/W No. FL146
PIN 0922049340

HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

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, S88°15'52"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 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
PIN 0922049235

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:

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
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.

Earl J. Bone 9/26/19

EXHIBIT "B"

R/W No. FL146
PIN 0922049340

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°15'52"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 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 0922049340

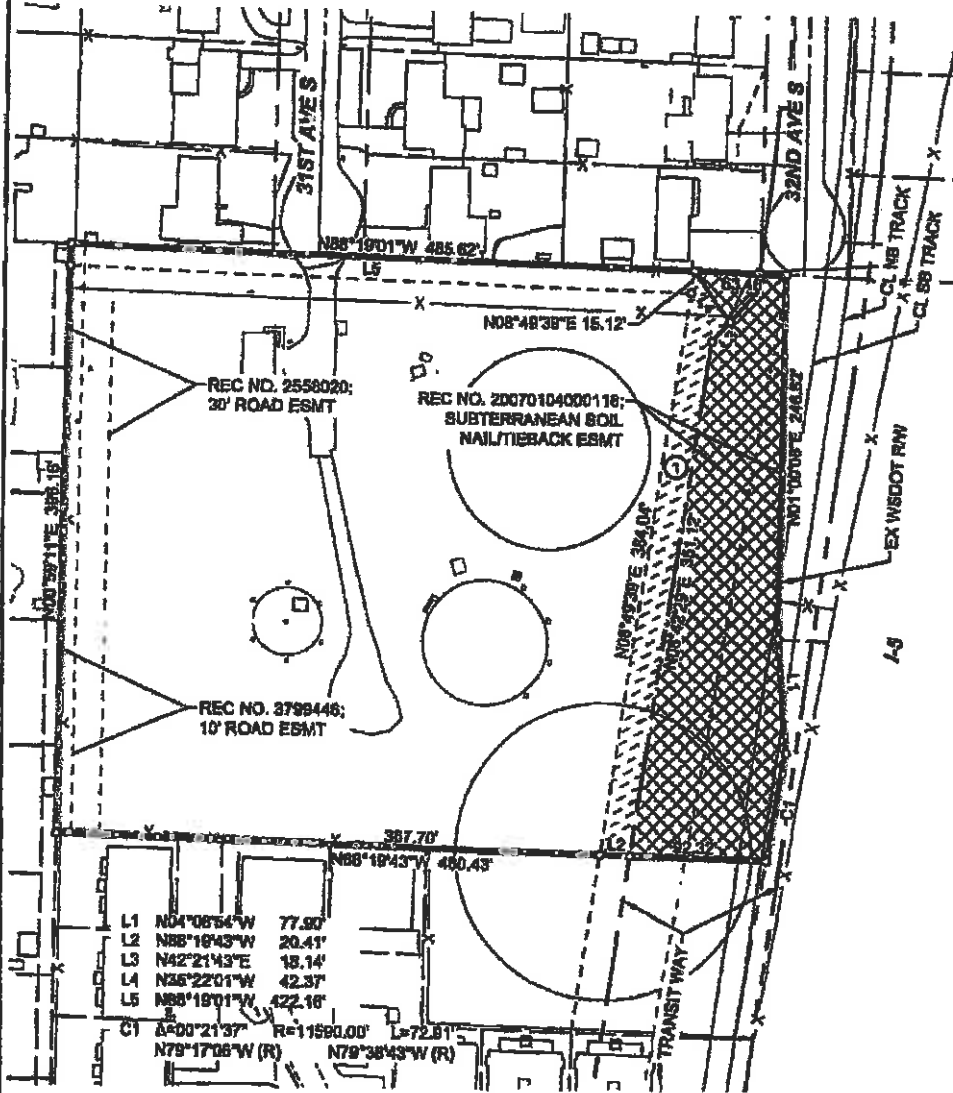
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 73

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EXHIBIT C

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 NE 1/4 SEC 8, T 22 N, R 4 E, W.M.



LEGEND

	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL

50 25 0 50 100 NAD 83 (2011)



SCALE IN FEET



FEE TAKE



TEMP CONST ESMT
LONG TERM

NOTE: PARCEL AREA IS TAKEN FROM
COUNTY ASSESSOR RECORDS.

SOUNDTRANSIT

FLORIDA

LINK & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

SWAL J. BOHE

REGISTERED PROFESSIONAL LAND SURVEYOR

1948

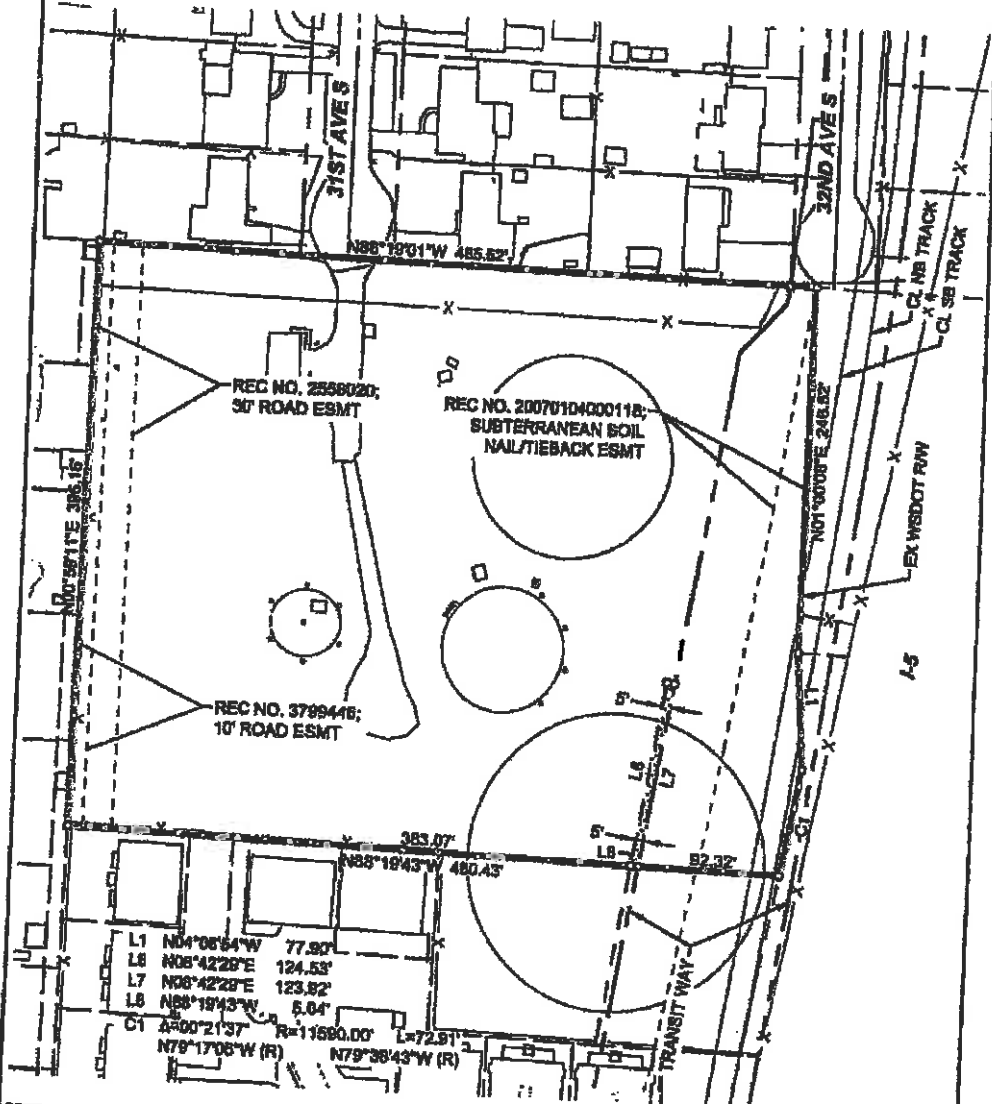
9/26/19

PARCEL AREA: 192,786 SF CONST ESMT ①: 7,827 SF
FEE TAKE AREA: 28,405 SF
REMAINING AREA: 164,383 SF

EXHIBIT "C" R/W NO. FL-145 PARCEL MAP

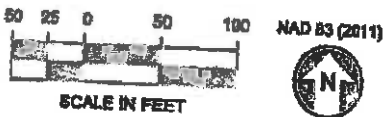
ASSESSOR NO.: 0822048235 DATE: 09/26/2019
OWNER: HIGHLINE WATER DISTRICT
BLOCK NO.: N/A LOT NO.: N/A
CITY OF SEATAC KING COUNTY, WA

WALL MAINTENANCE EASEMENT
 SE 1/4 NE 1/4 SEC 9, T 22 N, R 4 E, W.M.



L1 N04°06'54\"W 77.90'
 L8 N08°42'28\"E 124.53'
 L7 N08°42'28\"E 123.82'
 L8 N88°19'43\"W 5.04'
 C1 A=00°21'37\" R=11580.00' L=72.91'
 N79°17'06\"W (R) N79°38'43\"W (R)

LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL



PERMANENT ESMT

NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

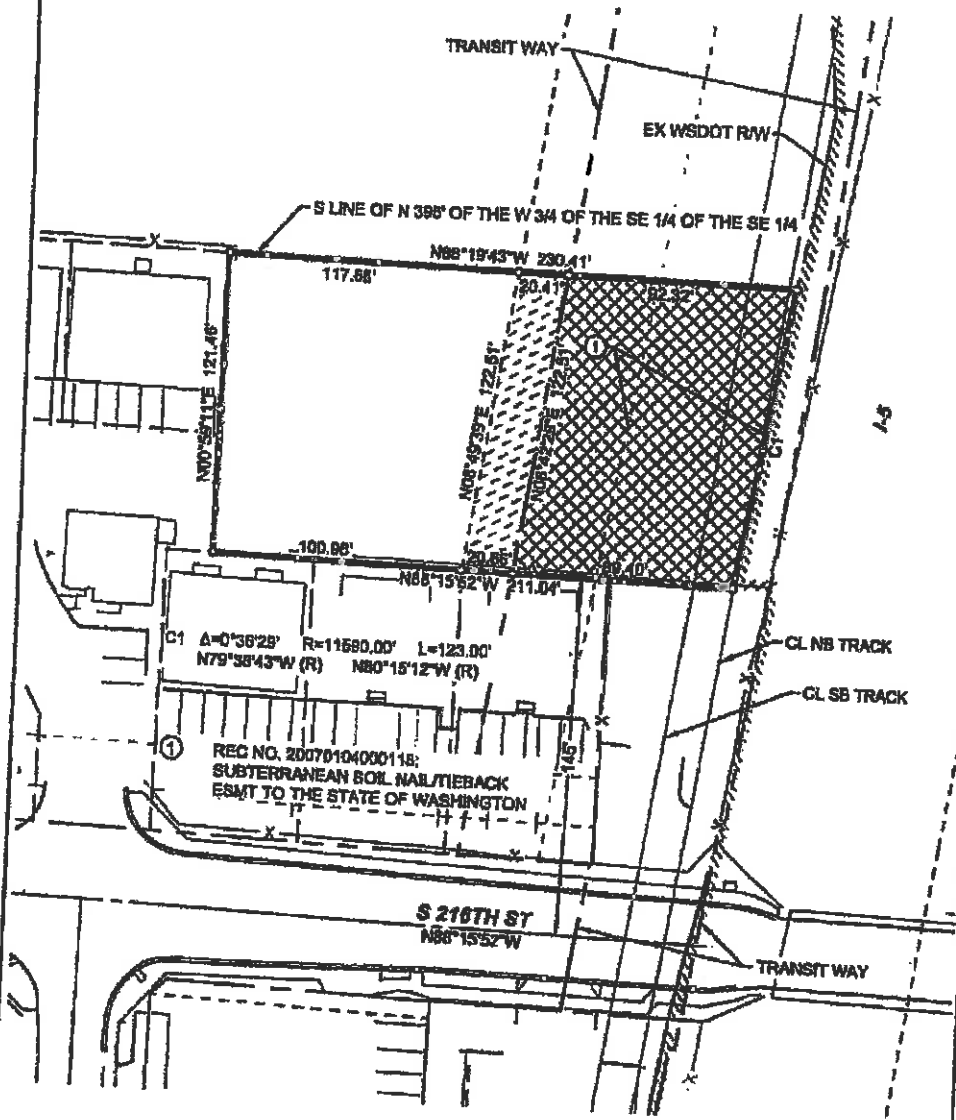
SOUNDTRANSIT

DR

LIN & ASSOCIATES
 LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA:	182,788 SF
WALL MAINTENANCE ESMT:	821 SF
EXHIBIT "C"	
R/W NO. FL-145 PARCEL MAP	
ASSESSOR NO.:	0922049235
OWNER:	HIGHLINE WATER DISTRICT
BLOCK NO.:	N/A
LOT NO.:	N/A
CITY OF SEATAC	KING COUNTY, WA

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT
 SE 1/4 NE 1/4 SEC 9, T 22 N, R 4 E, W.M.



LEGEND

	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL

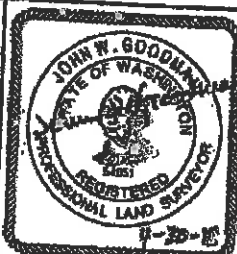


NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUND TRANSIT

LINK & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



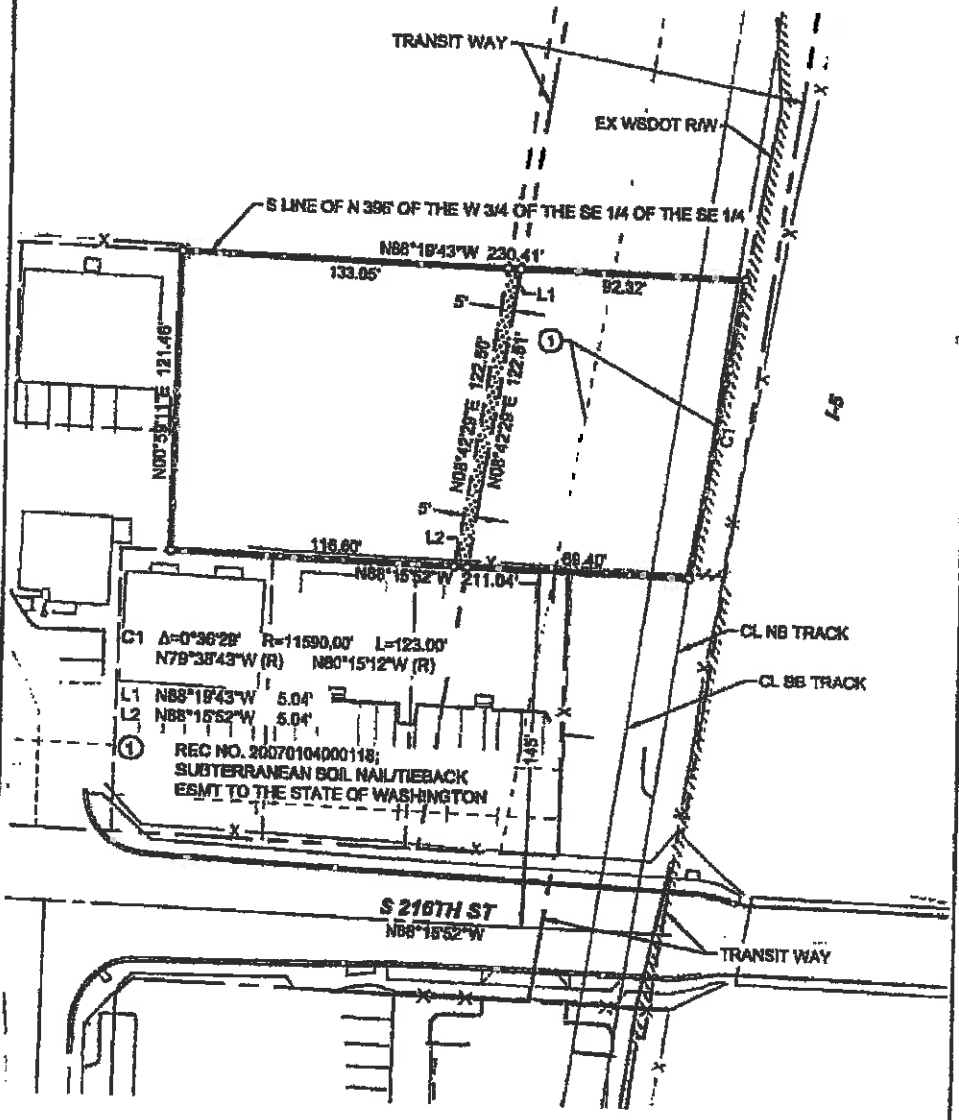
PARCEL AREA: 25,877 SF CONST ESMT: 2,487 SF
 FEE TAKE AREA: 11,038 SF
 REMAINING AREA: 15,838 SF

EXHIBIT "C"
R/W NO. FL-146 PARCEL MAP

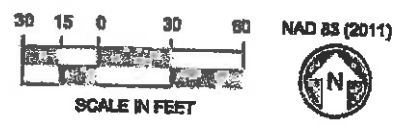
ASSESSOR NO.: 0822049340 DATE: 04/24/2018
 OWNER: HIGHLINE WATER DISTRICT
 BLOCK NO.: N/A LOT NO.: N/A
 CITY OF SEATAC KING COUNTY, WA

WALL & MAINTENANCE EASEMENT

SE 1/4 NE 1/4 SEC 8, T 22 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL



PERMANENT ESMT

NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

 SOUND TRANSIT LINK & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM		PARCEL AREA: 28,477 SF WALL ESMT: 613 SF EXHIBIT "C" R/W NO. FL-146 PARCEL MAP ASSESSOR NO.: 0922049240 DATE: 04/24/2018 OWNER: HIGHLINE WATER DISTRICT BLOCK NO.: N/A LOT NO.: N/A CITY OF SEATAC KING COUNTY, WA
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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. 75 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.
- 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, Exhibits 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 \$107,640.00.
- 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/cents (\$107,640.00) (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 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 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 DeMar
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

B. **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)

EXHIBIT "B"

R/W No. FL145
PIN 0922049235

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:

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
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 TERMINOUS;

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

CONTAINING 621 SQUARE FEET, MORE OR LESS.

Earl J. Bone 9/26/19

EXHIBIT "B"

R/W No. FL146
PIN 0922049340

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°15'52"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 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 "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
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Ptn seq neq 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 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. **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.

ROW #: FL145

Temporary Construction Easement-Staging-Long Term
Form approved by Civil 10/08/17
Last saved by James Chung on 1/13/19

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 two (2) 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 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 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 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)
) 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____.

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 _____ 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. FL145
PIN 0922049235

HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

Grantor's Parcel:

THE NORTH 3/8 FEET OF THE WEST 3/4 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 5373956;

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. 20070104000117.

EXHIBIT "B"

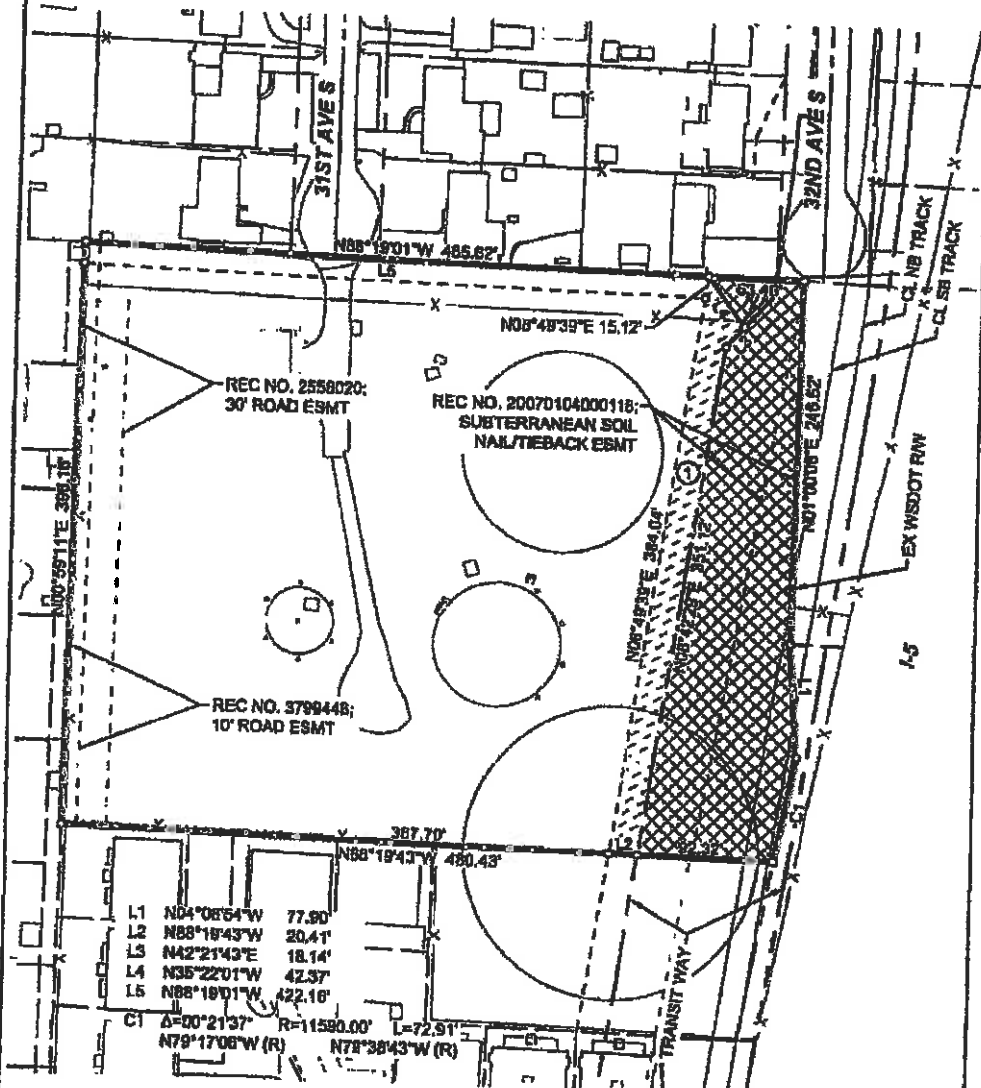
**R/W No. FL145
PIN 0922049235**

**HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75**

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FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

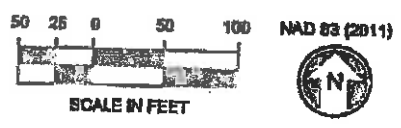
SE 1/4 NE 1/4 SEC 9, T 22 N, R 4 E, W.M.



L1	N04°08'54"W	77.90'
L2	N88°18'43"W	20.41'
L3	N42°21'43"E	18.14'
L4	N35°22'01"W	42.37'
L5	N88°18'01"W	422.18'

C1 Δ=00°21'37" R=11580.00' L=72.91'
 N79°17'08"W (R) N78°38'43"W (R)

LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL



NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUNDTRANSIT

LINK & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 182,788 SF	CONST ESMT ①: 7,827 SF
FEE TAKE AREA: 28,405 SF	
REMAINING AREA: 184,383 SF	
EXHIBIT "C"	
RW NO. FL-145 PARCEL MAP	
ASSESSOR NO: 0822048235	DATE: 09/26/2019
OWNER: HIGHLINE WATER DISTRICT	
BLOCK NO: N/A	LOT NO: N/A
CITY OF SEATAC KING COUNTY, WA	

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
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Ptn seq neq an 09-22-04
Assessor's Tax Parcel No(s): 092204-8340
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. **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. Grantee will provide two (2) 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 Eleven Thousand, Five Hundred Eighty and 00/100ths Dollars (\$11,580.00) upon recording of this Easement. If Grantee requires additional exclusive use past the Construction Period, as provided for in Section 4, Grantee will pay 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.** 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 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 _____, 201_____
Day Month Year

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 _____ 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. FI.146
PIN 0922049340

HILOLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

Grantor's Parcel:

THE WEST 3/4THS 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;

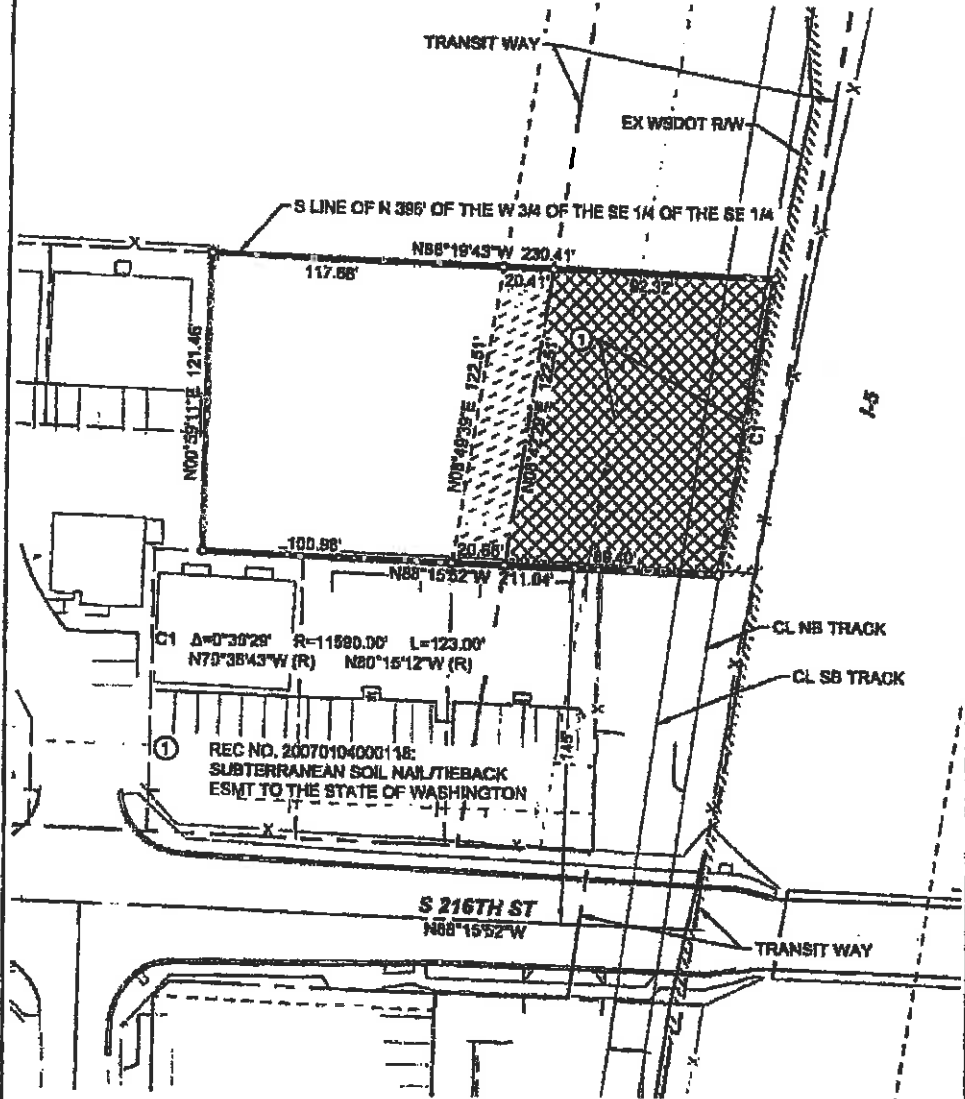
EXCEPT THE WEST 250 FEET THEREOF;
AND EXCEPT THE SOUTH 145 FEET THEREOF;
AND EXCEPT THE NORTH 396 FEET THEREOF;
AND EXCEPT PORTION THEREOF AS CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT
OF TRANSPORTATION BY DEED RECORDED UNDER RECORDING NO. 20070104000117.

R/W No. FL146
PIN 0922049340
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING
COUNTY WATER DISTRICT NO. 75

EXHIBIT "B"

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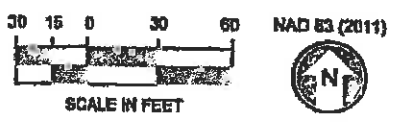
FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT
 SE 1/4 NE 1/4 SEC 9, T 22 N, R 4 E, W.M.



C1 Δ=0°30'28" R=11580.00' L=123.00'
 N70°35'43"W (R) N80°15'12"W (R)

REC NO. 20070104000118;
 SUBTERRANEAN SOIL NAIL/TIEBACK
 ESMT TO THE STATE OF WASHINGTON

LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL



FEE TAKE
 TEMP CONST ESMT

NOTE: PARCEL AREA IS TAKEN FROM
 COUNTY ASSESSOR RECORDS.

LINK LIGHT RAIL TRANSIT SYSTEM

JOHN W. GOODMAN
 STATE OF WASHINGTON
 REGISTERED
 PROFESSIONAL LAND SURVEYOR
 4-20-18

PARCEL AREA: 28,877 SF	CONST ESMT: 2,497 SF
FEE TAKE AREA: 11,038 SF	
REMAINING AREA: 15,839 SF	
EXHIBIT "C"	
R/W NO. FL-146 PARCEL MAP	
ASSESSOR NO.: 0922048240	DATE: 04/24/2018
OWNER: HIGH LINE WATER DISTRICT	
BLOCK NO.: N/A	LOT NO.: N/A
CITY OF BEATAC	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 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. 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 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

Agenda Item No.: 5.2
Agenda Date: 01/15/20
Reviewed By: [Signature]

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

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Estimated Amount:</i> \$ _____						
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.