

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 20-10-27B**

**RESOLUTION AUTHORIZING REAL ESTATE PURCHASE AND SALE 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 and, by passage of Resolution 20-1-15B, the Board of Commissioners authorized the General Manager to execute a Memorandum of Possession and Use Agreement by and between Sound Transit and the District; and

**WHEREAS**, Sound Transit and the District would like to finalize the purchase and sale of the property; and

**WHEREAS**, Sound Transit has prepared and the District legal has reviewed the Purchase and Sale Agreement (Attachment-1, attached hereto and incorporated herein by this reference).

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

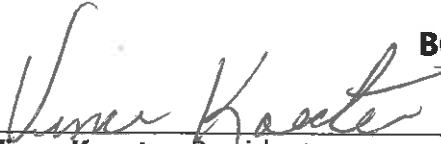
1. The recitals set forth above are incorporated herein in full by this reference.
2. The General Manager or designee is authorized to execute the Real Estate Purchase and Sale Agreement for the District's property identified as King County Tax Parcel Number 092204-9235 and 092204-9340 for the purchase price of \$429,015.00.
3. The General Manager and legal counsel are authorized to make minor changes to the Agreement.

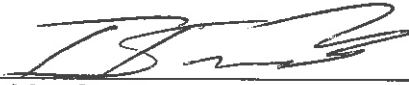
**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 20-10-27B**

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **27th** day of **October 2020**.

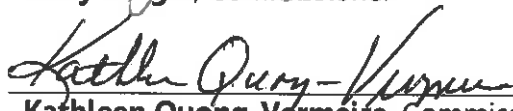
**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
**Vince Koester**, President

  
\_\_\_\_\_  
**Todd Fultz**, Secretary

  
\_\_\_\_\_  
**Polly Daigle**, Commissioner

  
\_\_\_\_\_  
**Daniel Johnson**, Commissioner

  
\_\_\_\_\_  
**Kathleen Quong-Vermeire**, Commissioner

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

(Partial Fee Acquisition - Easements)

**ROW Number: FL145, FL146**

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and effective as of the date of the last signature set forth below, by and between **Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75n** ("**Seller**") and the Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington ("Sound Transit" or "Buyer"), with reference to the following facts:

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

**B.** Buyer is authorized to purchase real property and real property interests under the provisions of RCW 81.112.080, and has the right of eminent domain under the provisions of RCW 81.112.080. By its **Resolution No. R2017-16** the Sound Transit Board of Directors authorized acquisition of the below described real property by negotiation or by exercise of eminent domain.

**C.** Seller is the owner of certain real property, as described on **Exhibit A**, located at **21420 31<sup>st</sup> Ave. S., SeaTac, WA 98198, King County, Washington.**

**D.** Buyer intends to purchase a portion of Seller's property as more particularly described on **Exhibit B**, which is attached hereto and incorporated by reference (the "Fee Acquisition Property"). The Fee Acquisition Property is depicted on **Exhibit C**, attached hereto and incorporated by this reference.

**E.** In lieu of condemnation, but under threat and imminence thereof, Seller is willing to convey and Buyer is willing to acquire the Property.

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

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

**1.1 Land.** That certain real property located in King County, Washington, consisting of approximately 39,444 square feet of land and more particularly described on Exhibit B (the "Land");

**1.2 Appurtenances.** All rights, privileges and easements appurtenant to the Land, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the Land, all development rights, air rights, water, water rights and water stock relating to the Land, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (all of which are collectively referred to as the "Appurtenances");

**1.3 Improvements.** All improvements and fixtures located on the Land, including, without limitation, the fencing, (all of which are hereinafter collectively referred to as the "Improvements");

**1.4 Personal Property.** Except for that personal property listed in Exhibit D to this Agreement, attached hereto and by this reference incorporated herein, (the "Personal Property"); all personal property of Seller located on or in or used in connection with the Property shall be removed before the Closing Date. For Seller's convenience, the personal property listed in Exhibit D may be left on the Land and Improvements. Such Personal Property shall, at closing, become the property of Buyer. The parties agree that any Personal Property included as part of the Property is included for the convenience of Seller and accordingly the parties have agreed to value the personal property at \$1.00

**1.5 Easements.** The temporary easement(s) described in Exhibit F and/or the permanent easement(s) described in Exhibit G (all of which are collectively referred to as the "Easements").

All of the items described in Paragraph 1.1-1.5 above are hereunder collectively referred to as the "Property." The items described in Paragraph 1.1, 1.2, 1.3, and 1.5 are herein referred to collectively as the "Real Property."

**2. Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **Four Hundred Twenty-Nine Thousand, Fifteen and NO/100ths DOLLARS (\$429,015.00)**. Buyer has already paid Seller **One Hundred Seven Thousand, Six Hundred Forty and NO/100ths DOLLARS (\$107,640.00)** under the Administrative Possession and Use Agreement. A balance of **Three Hundred Twenty-One Thousand, Three Hundred and Seventy-Five and NO/100ths DOLLARS (\$321,375.00)** (the "Remaining Purchase Price") will be paid to the Seller pursuant to this Agreement. The Purchase Price is compensation in full for the Property and the value of damage (if any) to the remainder of Seller's real property based on elements compensable under Washington state law.

**3. Payment of Purchase Price.** Within five (5) days following the execution and delivery of this Agreement, Buyer will open an escrow account with Chicago Title (the "Escrow

Agent”), by depositing with Escrow Agent a copy of this Agreement. On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price less any amounts to be credited against the Purchase Price pursuant to this Agreement **and the Possession and Use Agreement** if applicable.

**4. Closing Date.** The closing (the "Closing") shall be held at the offices of the Escrow Agent, on or before **November 19, 2020**. "Closing" shall occur when the deed to Buyer is recorded and the Remaining Purchase Price is delivered to the Escrow Agent for delivery to Seller.

**5. Contingency Period Defined.**

Reserved

*As used herein, the term "Contingency Period" means the period ending at 5:00 p.m. on \_\_\_\_\_.*

**6. Title and Survey Matters**

**6.1 Title Review.** Buyer has obtained at Buyer's cost a commitment for an ALTA owner's standard coverage title insurance policy (2006) issued by **Chicago Title** Title Insurance Company (the "Title Company") describing the Property (order number **T0081018-SC**, dated **March 24, 2020**, (the "Fourth Commitment"), as updated by Supplement No. 1 to Fourth Commitment, showing all matters pertaining to the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price (the "Title Commitment"). The Title Company also has delivered to Buyer true, correct and legible copies of all documents (the "Title Documents") referred to in the Title Commitment as conditions or exceptions to title to the Property. The Schedule B, Part II Exceptions A – K and Special Exceptions No. **3, 4, 5, 6, 8, 9, 10, 19, and 20** shall constitute Permitted Exceptions. All other Schedule B Part II Exceptions in the Title Commitment shall be Non-Permitted Exceptions. Seller shall remove or cure Non-Permitted Exceptions from title prior to Closing. If Seller shall fail to remove or cure any Non-Permitted Exceptions from title at or prior to Closing and Buyer is unwilling to take title subject thereto, Seller shall be in default hereunder. In such event, or if any new exception to title shall appear on any update to the Title Commitment which Seller is unwilling or unable to remove and which Buyer is unwilling to accept as a Permitted Exception, Buyer may elect to terminate this Agreement as Buyer's sole and exclusive remedy; provided, however, that Seller shall be liable for Buyer's costs and expenses incurred hereunder, including title and escrow costs and reasonable attorneys' fees.

**6.2 Title Policy.** Buyer may elect to purchase at Closing an Owner's standard or extended coverage title insurance policy issued by the Title Company. The Title Policy shall be issued in an amount to be designated by Buyer and shall insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's receipt of such Title Policy.

**6.3 Survey.** Seller shall deliver to Buyer any and all surveys of the Property in Seller's possession or otherwise available to Seller. At Buyer's request and Buyer's cost, Seller shall cause any such survey to be updated and certified to Buyer or to the Title Company. In addition, Buyer may, at its expense, obtain a current ALTA/ASCM survey of the Real Property prepared by a licensed or registered surveyor which survey shall be satisfactory to Buyer and to the Title Company.

## 7. Conditions to Buyer's Obligations.

### 7.1 Documents and Reports.

*Within five (5) days after the execution and delivery of this Agreement, Seller shall deliver to Buyer copies of the documents and reports listed on **Schedule 7.1**, attached hereto and by this reference incorporated herein to this Agreement.*

*Seller has delivered to Buyer copies of the documents and reports listed on **Schedule 7.1** to this Agreement, attached hereto and by this reference incorporated herein.*

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

**7.3 Approval of the Property.** Buyer's obligation to purchase the Property shall be subject to completion and approval of an environmental review Phase I and II report and shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, of all aspects of the Property, including, without limitation, the physical condition of the Property, and all of the information delivered by Seller pursuant to **Paragraph 7.1** above or otherwise obtained by Buyer regarding the Property. If Buyer's conditions set forth in this **Paragraph 7** are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right at any time before Closing to terminate this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice") or to negotiate a Purchase Price reduction to reflect unsatisfactory property conditions. If a Termination Notice is given by the Buyer as provided herein, neither Buyer nor Seller shall have any further liability to the other under this Agreement.

**7.4 Additional Closing Conditions.** Buyer's obligation to purchase the Property shall also be subject to the following conditions, which must be satisfied as of Closing at Closing:

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

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

(iii.) At Closing, title to the Property shall be in the condition required by **Paragraph 6** of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer;

(iv.) At Closing, the physical condition of the Property shall be the same as on the date hereof, ordinary wear and tear excepted;

(v.) At Closing, Seller shall have removed all personal property from the Land and Improvements *except for the Personal Property set forth in Exhibit D*. Remaining Personal Property not listed in Exhibit D may be removed by Buyer at Seller's expense. In the event a pre-closing inspection reveals that Buyer will have to remove personal property not listed in Exhibit D, Buyer may hold back a reasonable sum from the Purchase Price at closing to pay for such removal. Any sums not so expended shall be remitted to Seller within sixty (60) days after closing.

If the conditions set forth in this **Paragraph 7** are not satisfied as of Closing and Buyer does not waive same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

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

**8.1 Title.** Seller is the sole owner of the Property. At Closing, Buyer will acquire the entire fee simple estate and right, title and interest in and to the Property, free and clear of all recorded or unrecorded liens, encumbrances, covenants, restrictions, reservations, easements, options, tenancies, leases, encroachments, claims or other matters affecting title or possession of the Property, subject only to the Permitted Exceptions.

**8.2 Bankruptcy, Etc.** No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

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

**8.4 Tax Returns.** Seller has filed all local, state and federal tax forms that are required to be filed by Seller, has paid all taxes due and payable by Seller to date and will pay all such taxes that become due and payable by Seller prior to the Closing.

**8.5 Underground Storage Tanks.**

Deleted

To the best of Seller's knowledge, there are no cisterns, wells, subterranean storage or underground storage tanks on the Property and underground storage tanks have not been removed from the Property.

**8.6 Assumption of Liabilities.** Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Other than such obligations expressly assumed by Buyer or any liens or other obligations with respect to the Property which result from any action or activities by or on behalf of Buyer, Seller will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom.

## 8.7 Good Standing and Due Authority.

Deleted

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

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

## 9. Covenants of Seller. Seller covenants and agrees as follows:

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

**9.2 No Liens.** From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent.

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

## 10. Closing.

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

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



**(i.) Conveyance Deed.**

A Statutory Warranty Deed ("Deed") in recordable form and otherwise in form and substance reasonably acceptable to Buyer containing the legal description of the Land in such form as will convey to Buyer a good, marketable and indefeasible title in fee simple absolute to the Fee Acquisition Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions.

**(ii.) Temporary Easement(s).**

Deleted

**Temporary Construction Easement (Staging and Long-Term General Construction) FL145, Temporary Construction Easement (Staging and Long-Term Construction FL146)**, as identified in Exhibits E and F, attached hereto and by this referenced incorporated herein, in recordable form and otherwise in form and substance reasonably acceptable to Buyer.

**(iii.) Permanent Easement(s).**

Deleted

**Wall Maintenance Agreement**, as identified in Exhibit G, attached hereto and by this referenced incorporated herein, in recordable form and otherwise in form and substance reasonably acceptable to Buyer.

**(iv.) Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions.

**(v.) Authority.** Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

**10.3 Delivery by Buyer.** Buyer shall deliver the Remaining Purchase Price.

**10.4 Payment of Costs.** At Closing, Buyer shall pay the premium for the Owner's Title Policy to be issued by Title Company to Buyer, the fee to record the Deed and Easements, and the escrow fee. Buyer shall pay Seller's mortgage release fees and pre-payment penalties, if any. Seller authorizes Escrow Agent to provide a copy of their mortgage payoff demand to Sound Transit. Seller shall be responsible for payment of any monetary encumbrances to be paid off at Closing. The Property is being acquired in lieu of condemnation and the parties believe that this transaction is therefore exempt from real estate excise tax pursuant to WAC 458-61A-206(3).

**10.5 Real Property Taxes.** Seller shall pay at or prior to closing all real property taxes and personal property taxes due or to become due with respect to the Property for the period up to the Closing Date. Seller shall pay in full any assessments due or to become due with respect to the Property.

**10.6 Monetary Liens.** Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

**10.7 Possession.** Possession of the Property shall be delivered to Buyer at Closing.

**11. Environmental Compliance.** In addition to and without limiting **Paragraph 8**, the parties warrant, represent, covenant and agree as follows:

**11.1 Hazardous Substances.** Except as otherwise provided herein, Seller has not used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Property (or off-site of the Property that might affect the Property) or transported to or from the Property, any Hazardous Substance in violation of any Environmental Law or allowed any other person or entity to do so. Seller has no knowledge nor has Seller observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Property (or off-site of the Property that might affect the Property) or transported to or from the Property in violation of any Environmental Law by any entity, firm or person, or from any source whatsoever. Seller has previously disclosed to Buyer that certain areas of the Property adjacent to the water tank were discovered to contain arsenic and lead believed to be associated with construction and/or maintenance of the water tank. This area has been remediated and a final remediation report has been submitted to the Department of Ecology. A copy of the final remediation report will be provided to Buyer upon request. Buyer has had an opportunity to inspect the Property and is purchasing the Property in its current "AS IS" condition without any additional representations and without warranty of any kind or nature as to the condition of the Property.

**11.2 Pre-closing Covenant.** Seller will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, any Hazardous Substance in violation of any Environmental Law or authorize any other person or entity to do so, prior to the Closing

**11.3 Environmental Indemnity.** Seller shall protect, indemnify, hold harmless and defend Buyer and its directors, officers, contractors, employees, successors and assigns from and against any and all loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) directly or indirectly arising out of or attributable to a breach of any representation, warranty, covenant or agreement contained in this **Paragraph 11** including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Buyer, its agents, employees, or independent contractors.

**11.4 Definitions.** The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes any federal, state, municipal or

local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances.

## **12. Indemnification.**

**12.1** Seller shall pay, protect, defend, indemnify and hold Buyer and its successors and assigns harmless from and against any and all loss, liability, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing, not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractor or suppliers that occurred before Closing. Seller shall defend any claim covered by this indemnity using counsel reasonably acceptable to Buyer.

**12.2** Buyer shall pay, protect, defend, indemnify and hold Seller and its successors and assigns harmless from and against any and all loss, liability, damage and expense suffered or incurred by reason of: (a) the breach of any representation, warranty or agreement of Buyer set forth in this Agreement; (b) the failure of Buyer to perform any obligation required by this Agreement to be performed by Buyer; (c) the use, maintenance, and/or operation of the Property by Buyer prior to the Closing, not in conformance with this Agreement; or (d) any injuries to persons or property occasioned in whole or in part by any acts or omissions of Buyer, its representatives, employees, contractor or suppliers, in Buyer's use, maintenance, and/or operation of the Property that occurred before Closing. Buyer shall defend any claim covered by this indemnity using counsel reasonably acceptable to Seller.

**13. Condemnation.** In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation conducted by an entity other than Buyer (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement with respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

**14. Casualty.** If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller have any further liability to the other hereunder. If Buyer fails

to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

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

To Seller: **Highline Water District, a Municipal corporation,  
successor in interest to King County Water District No.  
75  
23828 30<sup>th</sup> Ave. S.  
Kent, WA 98032  
Attn: Matt Everett, General Manager**

To Buyer: **Sound Transit  
Real Property Division  
401 S. Jackson St.  
Seattle, WA 98104  
Attn: Mike Bulzomi, SR/WA**

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

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

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

## **17. Miscellaneous.**

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

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

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

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

**17.5 Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties

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

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

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

**17.9 Survival.** The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

**17.10 Time.** Time is of the essence of every provision of this Agreement.

**17.11 Force Majeure.** Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any

government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

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

**17.13 Additional Conditions.**

None \_\_\_\_\_

Initial Initial Initial Initial

Per Addendum \_\_\_\_\_

Initial Initial Initial Initial

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

This offer will expire if not executed by Seller and returned to Buyer by **N/A**.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Chief Executive Officer

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
Sound Transit Legal Counsel

**Schedule 7.1 - Documents and Reports to be delivered by Seller**

1. All available plans and specifications relating to the Property
2. All surveys, topographical and plat maps
3. Results of soil tests, engineering studies, and any other test results or reports
4. Copies of any studies, reports, and other materials regarding Hazardous Materials
5. Any other information about the Property reasonably requested by Buyer if in the possession or control of Seller



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

**EXHIBIT B – LEGAL DESCRIPTION  
OF THE PROPERTY**  
(Partial Fee Acquisition)

**EXHIBIT C – DEPICTION  
OF THE PROPERTY  
(Partial Fee Acquisition)**

**EXHIBIT D – SELLER'S PERSONAL PROPERTY  
TO BE LEFT ON THE PROPERTY**

**EXHIBIT E - FL145 TEMPORARY CONSTRUCTION EASEMENT  
(STAGING AND LONG-TERM GENERAL CONSTRUCTION)**

**EXHIBIT F – FL146 TEMPORARY CONSTRUCTION EASEMENT  
(STAGING AND LONG- TERM GENERAL CONSTRUCTION)**

**EXHIBIT G – WALL MAINTENANCE EASEMENT**

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



**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.

*Earl J. Bone 9/26/19*

**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 – LEGAL DESCRIPTION  
OF THE PROPERTY  
(Partial Fee Acquisition)**

**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 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 "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

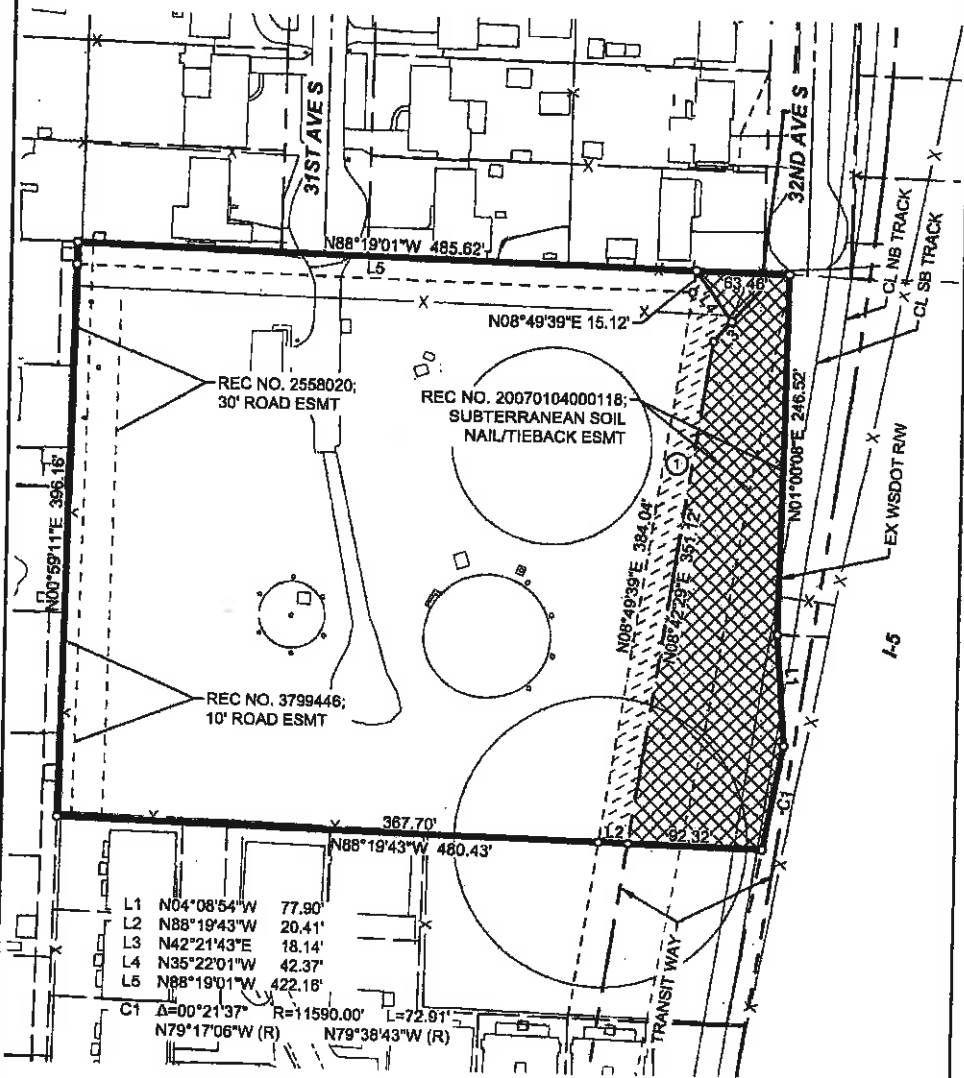
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING  
COUNTY WATER DISTRICT NO. 75

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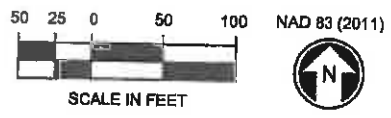
**EXHIBIT C – DEPICTION  
OF THE PROPERTY  
(Partial Fee Acquisition)**

# 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
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE
	PARENT PARCEL

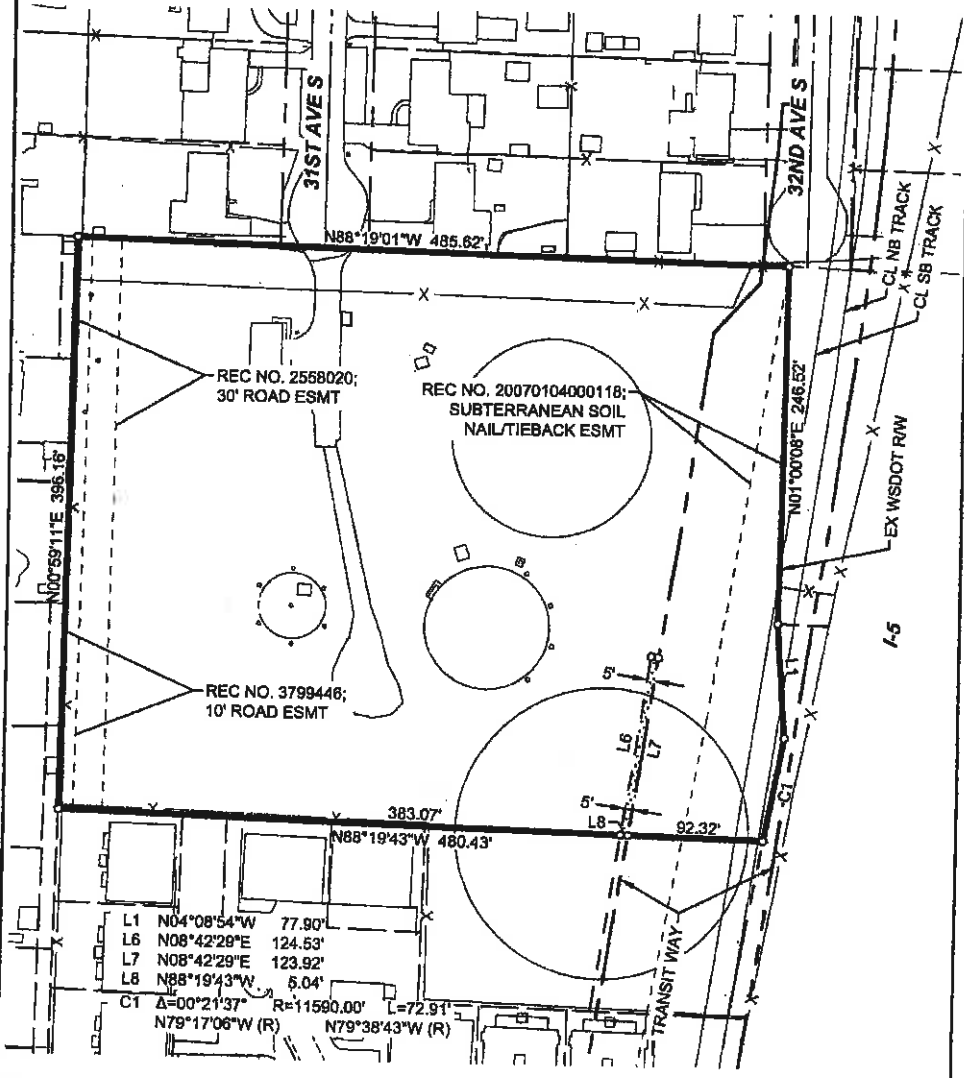


NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

 <b>SOUNDTRANSIT</b>		PARCEL AREA: 192,788 SF    CONST ESMT ①: 7,827 SF FEE TAKE AREA: 28,405 SF REMAINING AREA: 164,383 SF
 <b>HDR</b> LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM	<b>EXHIBIT "C"</b> <b>R/W NO. FL-145 PARCEL MAP</b>	
ASSESSOR NO.: 0922049235    DATE: 09/28/2019 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.



### 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



PERMANENT ESMT

NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.



**L & A** LIN & ASSOCIATES  
LINK LIGHT RAIL TRANSIT SYSTEM



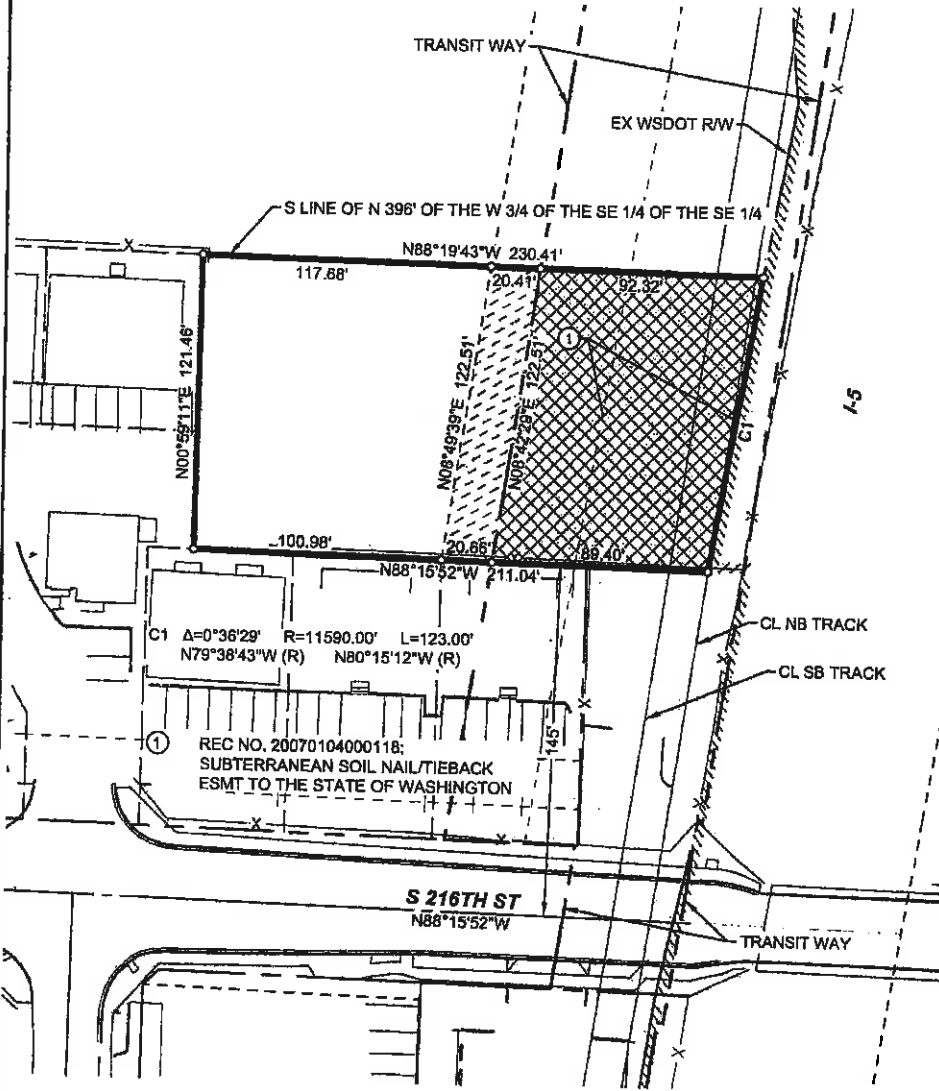
PARCEL AREA: 192,788 SF  
WALL MAINTENANCE ESMT: 621 SF

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

ASSESSOR NO.: 0922049235 DATE: 09/28/2019  
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.

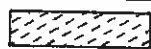


### LEGEND

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



FEE TAKE



TEMP CONST ESMT



SCALE IN FEET

NAD 83 (2011)



NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.



L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 26,877 SF CONST ESMT: 2,497 SF  
 FEE TAKE AREA: 11,039 SF  
 REMAINING AREA: 15,838 SF

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

ASSESSOR NO.: 0922048340 DATE: 04/24/2018

OWNER: HIGHLINE WATER DISTRICT

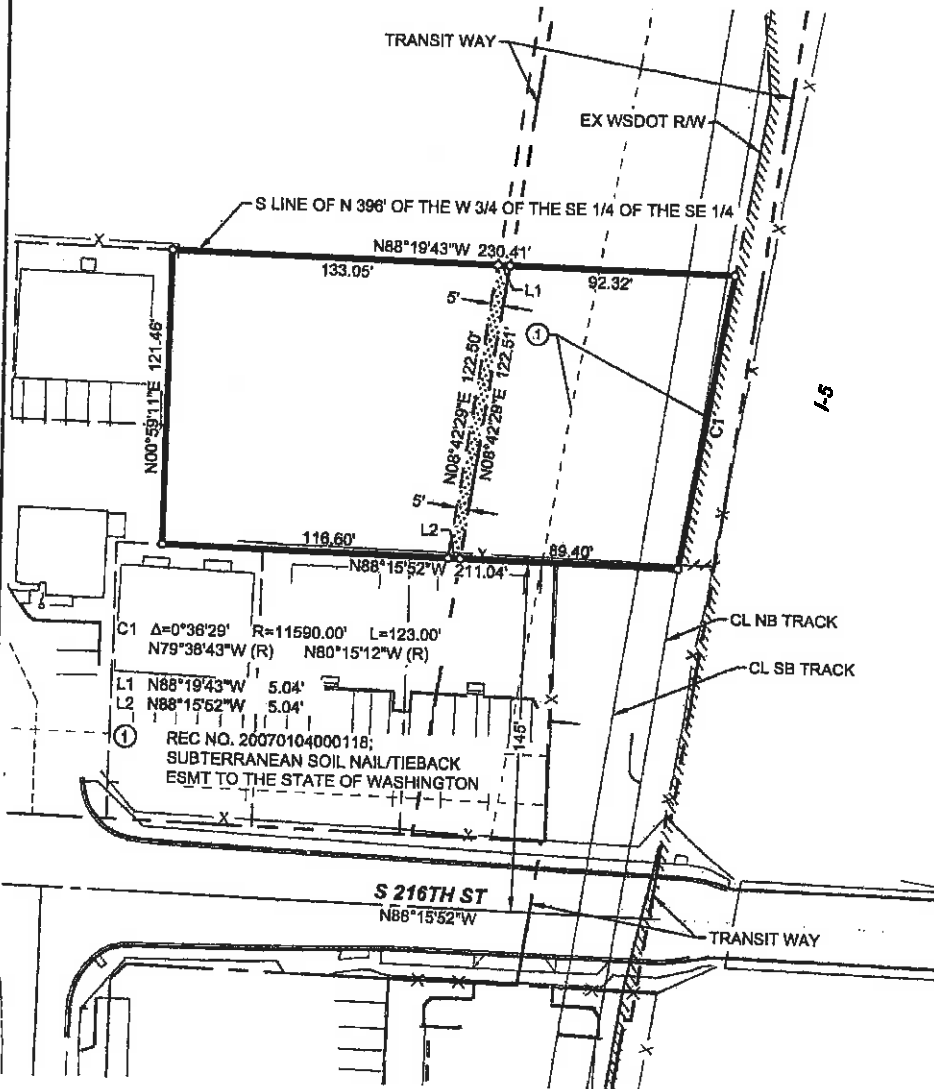
BLOCK NO.: N/A LOT NO.: N/A

CITY OF SEATAC

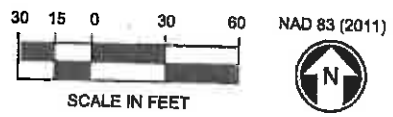
KING COUNTY, WA

# WALL & MAINTENANCE EASEMENT

SE 1/4 NE 1/4 SEC 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



PERMANENT ESMT

NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

  		PARCEL AREA: 26,877 SF WALL ESMT: 613 SF
		EXHIBIT "C" R/W NO. FL-146 PARCEL MAP ASSESSOR NO.: 0922049340 DATE: 04/24/2018 OWNER: HIGHLINE WATER DISTRICT BLOCK NO.: N/A LOT NO.: N/A CITY OF SEATAC KING COUNTY, WA

**EXHIBIT D – SELLER’S PERSONAL PROPERTY  
TO BE LEFT ON THE PROPERTY**

**EXHIBIT E - FL145 TEMPORARY CONSTRUCTION EASEMENT  
(STAGING AND LONG-TERM GENERAL CONSTRUCTION)**



**WHEN RECORDED RETURN TO:**

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

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

**Grantor(s):** Highline Water District  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Ptn seq neq sn 09-22-04  
**Assessor's Tax Parcel No(s):** 092204-9235  
**ROW No(s):** FL145

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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 31<sup>st</sup> 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 10/06/17  
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.



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 }  
COUNTY OF KING } SS.

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

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

EXHIBIT "A"

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.

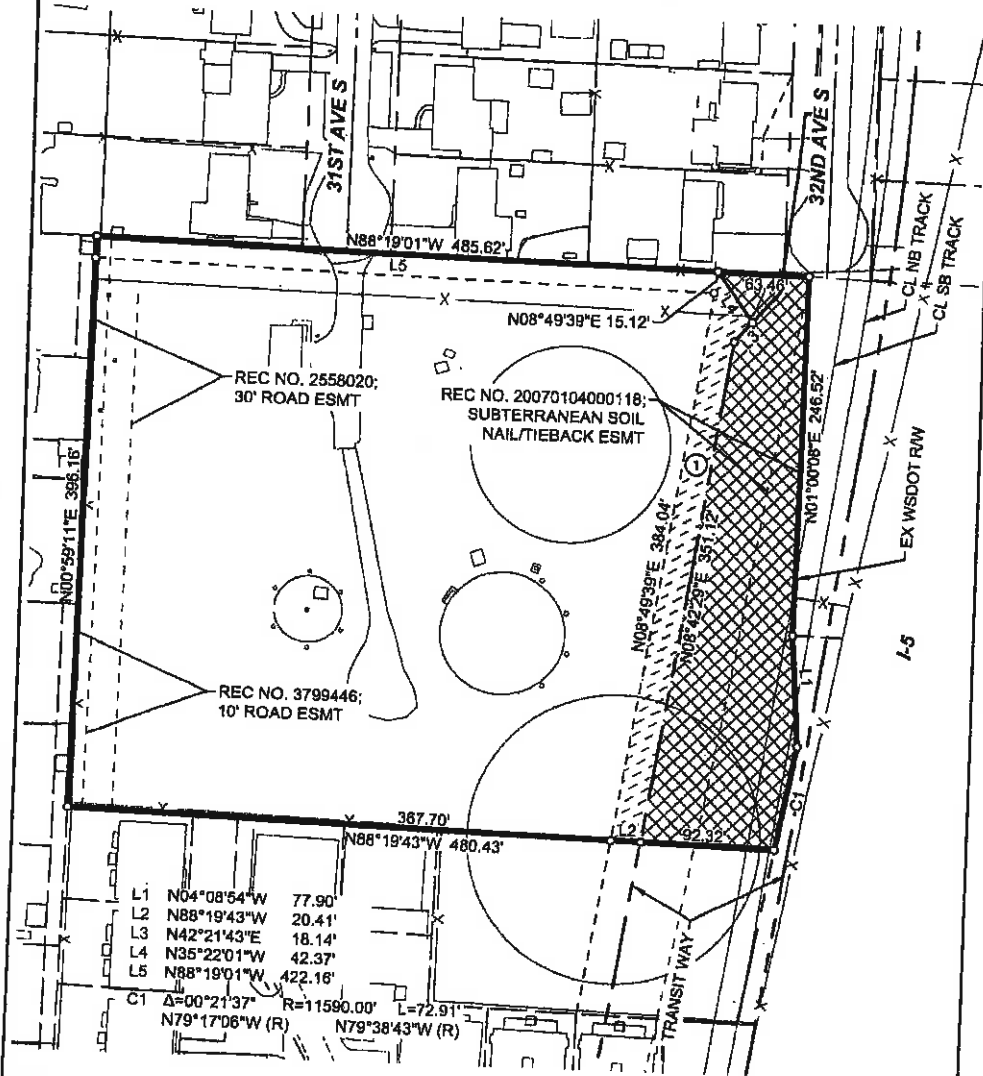
**EXHIBIT "B"**

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

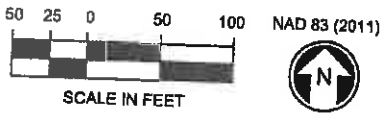
SE 1/4 NE 1/4 SEC 9, T 22 N, R 4 E, W.M.



- L1 N04°08'54"W 77.90'
- L2 N88°19'43"W 20.41'
- L3 N42°21'43"E 18.14'
- L4 N35°22'01"W 42.37'
- L5 N88°19'01"W 422.18'

C1 Δ=00°21'37" R=11590.00' 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



NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

**SOUNDTRANSIT**

**HDR**

**LIN & ASSOCIATES**

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 192,788 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.: 0922049235 DATE: 09/28/2019  
 OWNER: HIGHLINE WATER DISTRICT  
 BLOCK NO.: N/A LOT NO.: N/A  
 CITY OF SEATAC KING COUNTY, WA

**EXHIBIT F – FL146 TEMPORARY CONSTRUCTION EASEMENT  
(STAGING AND LONG- TERM GENERAL CONSTRUCTION)**



**WHEN RECORDED RETURN TO:**

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

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

**Grantor(s):** Highline Water District  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Ptn seq neq sn 09-22-04  
**Assessor's Tax Parcel No(s):** 092204-9340  
**ROW No(s):** FL146

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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 31<sup>st</sup> 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 #: FL146

Temporary Construction Easement-Staging-Long Term  
Form approved by Civil 10/06/17  
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 (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.





EXHIBIT "A"

R/W No. FL146  
PIN 0922049346

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"

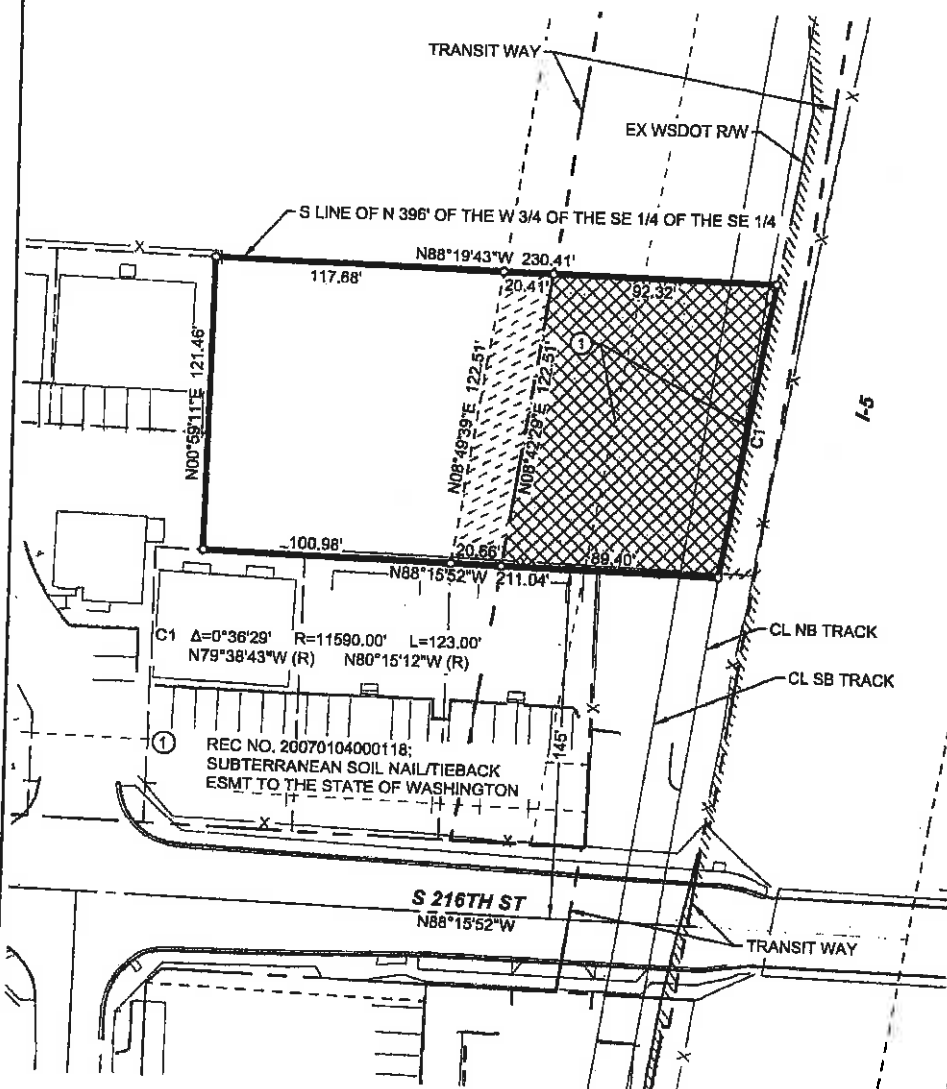
R/W No. FL146  
PIN 0922049340

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

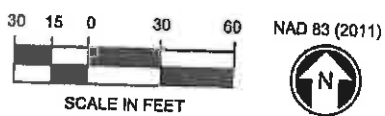
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# FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

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



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.

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 28,877 SF	CONST ESMT: 2,497 SF
FEE TAKE AREA: 11,039 SF	
REMAINING AREA: 15,838 SF	

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

ASSESSOR NO.: 0922049340 DATE: 04/24/2018  
OWNER: HIGHLINE WATER DISTRICT

BLOCK NO.: N/A LOT NO.: N/A  
CITY OF SEACAT KING COUNTY, WA

**EXHIBIT G – WALL MAINTENANCE EASEMENT**



**WHEN RECORDED RETURN TO:**

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

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**WALL MAINTENANCE EASEMENT**

**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):** 092204-9235, 092204-9340  
**ROW No(s):** FL145, FL146

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**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 31<sup>st</sup> Ave. S., SeaTac, WA 98198,** and more particularly described in the legal descriptions 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/or assigns, a permanent Wall Maintenance 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 inspection, maintenance, and tree and vegetation trimming of an adjacent wall system, which will include but not be limited to sub-surface drainage.

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).

In the event, after the end of any associated Temporary Construction Easement (TCE) on the Property, that private improvements in the Easement Area are disturbed or damaged by Grantee's use of the easement, Grantee must restore the damaged improvements to as good or better a condition than as existed prior to the use.

ROW #: FL145, FL146

Wall Maintenance Easement  
Form approved by Civil 3/13/2018  
Form approved by Legal 3/13/2018  
Last saved by James Chung on 8/13/18

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.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

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 4.25.115 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 insures to the benefit of Grantee, 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.





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"**

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.



Agenda Item No.: 5.2  
 Agenda Date: 10/27/20  
 Reviewed By: [Signature]

**Subject:** Authorize Real Estate Purchase and Sale 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

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

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

**ATTACHMENTS:**

1. Resolution 20-10-27B
2. Attachment 1 – Real Estate Purchase and Sale 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 would like to finalize the purchase and sale of the property. The final sale price is \$429,015.00.

Staff recommends approval of this resolution.