

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 21-9-1A

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

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

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

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

WHEREAS, by passage of Resolution 19-6-24A, the Board of Commissioners authorized entering a Memorandum of Possession and Use Agreement with Sound Transit for the acquisition of land and easements at the District's Headquarters site; and

WHEREAS, Sound Transit has paid the District \$447,000.00 as just compensation and the parties have negotiated an Administrative Settlement for \$253,000.00 making a Final Settlement amount of \$700,000.00, as described in the Purchase and Sale Agreement.

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

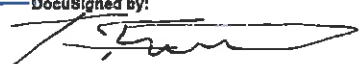
1. The General Manager or designee is authorized to execute the Purchase and Sale Agreement (Attachment-1, attached hereto and incorporated herein by this reference) and any other necessary documents with Sound Transit for the acquisition of land and easement interests at District's Headquarters site.
2. The General Manager and legal are authorized to make minor changes to the Agreement, as required.

HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 21-9-1A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held on the **1st** day of **September 2021**.

BOARD OF COMMISSIONERS

DocuSigned by:

87280370F2E4180
Todd Fultz, President

DocuSigned by:

6E7D4CD7062FAC7
Daniel Johnson, Commissioner

DocuSigned by:

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Kathleen Quong-Vermeire, Commissioner

DocuSigned by:

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Polly Daigle, Secretary


Vince Koester, Commissioner

REAL ESTATE PURCHASE AND SALE AGREEMENT**(Partial Fee Acquisition)****ROW Number: FL240, FL241**

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

A. Buyer is a regional transit authority of the State of Washington and is authorized by public vote and RCW Chapter 81.112 to provide a high capacity transportation system through the Puget Sound region. Buyer intends to acquire certain real property 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. **R2017-30** 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 **23628 30th Ave S. and 23850 30th Ave S., 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 "Property"). The 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 ~~563 and 421~~ 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, ~~6 trees, 2 light poles and landscaping~~, (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.

All of the items described in **Paragraph 1.1, 1.2, 1.3, and 1.4** above are hereunder collectively referred to as the "Property." The items described in **Paragraph 1.1, 1.2, and 1.3** 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") ~~Seven Hundred Thousand and NO/100ths Dollars (\$700,000)~~. ~~\$700,000~~ is the value of the real estate, plus compensable damages to Seller's remaining property, less the amount of Special Benefit realized by Seller's remaining property as a result of Buyer's Project constructed on the Property. In this instance, the increase in value to Seller's remaining property due to the Project exceeds the appraised value of the Property without the Project. However, Buyer will pay Seller ~~\$700,000.00~~ for the temporary easement(s) granted by Seller described in **Paragraph 10.2** for a total Purchase Price of ~~\$700,000.00~~. Buyer has already paid Seller Four Hundred and Forty-Seven Thousand and No/100ths Dollars (\$447,000) under the Administrative Possession and Use Agreement. A balance of Two Hundred Fifty-Three and NO/100ths Dollars (\$253,000) (the "Remaining Purchase Price") will be paid to the Seller pursuant to this Agreement.

3. Opening of Escrow. 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.

4. Closing Date. The closing (the "Closing") shall be held at the offices of the Escrow Agent, on or before October 31, 2021. "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 Insurance Company (the "Title Company") describing the Property (order number 0081002-06, dated August 28, 2018), showing all matters pertaining to the Property, listing Buyer as the prospective named insured (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. Special exceptions No. 1, 2, 3, 4, 5, 6, 9 and 19 shall constitute Permitted Exceptions. All other exceptions in the Title Commitment shall be Non-Permitted Exceptions. Seller shall remove or cure Non-Permitted Exceptions from title prior to Closing. If Seller shall fail to remove or cure any Non-Permitted Exceptions from title at or prior to Closing, and Buyer is unwilling to take title subject thereto, Seller shall be in default hereunder. In such event, or if any new exceptions to title shall appear on any update to the Title Commitment and Buyer is unwilling to take title subject thereto, 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 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. 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. 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. 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 Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions.

(ii.) Permanent Easement.

Deleted

Guideway Easement, as identified in Exhibit E, attached hereto and by this reference incorporated herein, in recordable form and otherwise in form and substance reasonably acceptable to Buyer.

(iii.) Temporary Easement.

Deleted

Temporary Construction Easement (Staging and Long-Term General Construction), as identified in Exhibit F, attached hereto and by this reference 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, Seller warrants, represents, covenants and agrees as follows:

11.1 Hazardous Substances. 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 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 by any entity, firm or person, or from any source whatsoever.

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 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 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 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 Buyer.

13. Condemnation. In the event of any proceedings, 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 #75
23828 30th 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 Butzomi, 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 of King County Water District #75**

Matt Everett, General Manager

Date: _____

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

Approved as to Form

By: *Natalie Moore*
Natalie Moore (Jun 7, 2021 13:26 PDT)

Sound Transit Legal Counsel

Chief Executive Officer

Date: _____

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 "A"

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

Grantor's Parcel:

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

EXHIBIT "A"

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

Grantor's Parcel:

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

EXCEPT THE NORTH 100 FEET THEREOF.

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

EXHIBIT "B"

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

Fee Take Area Acquired by Grantee:

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

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

CONTAINING 563 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

R/W No. FL241
PIN 250060041
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Fee Take Area Acquired by Grantee:

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

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

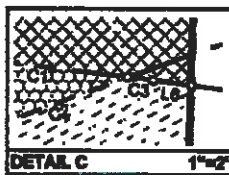
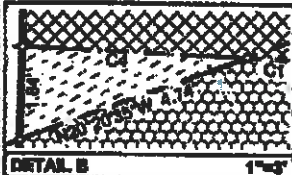
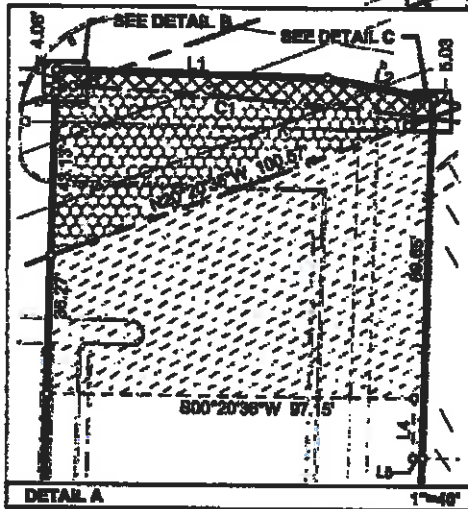
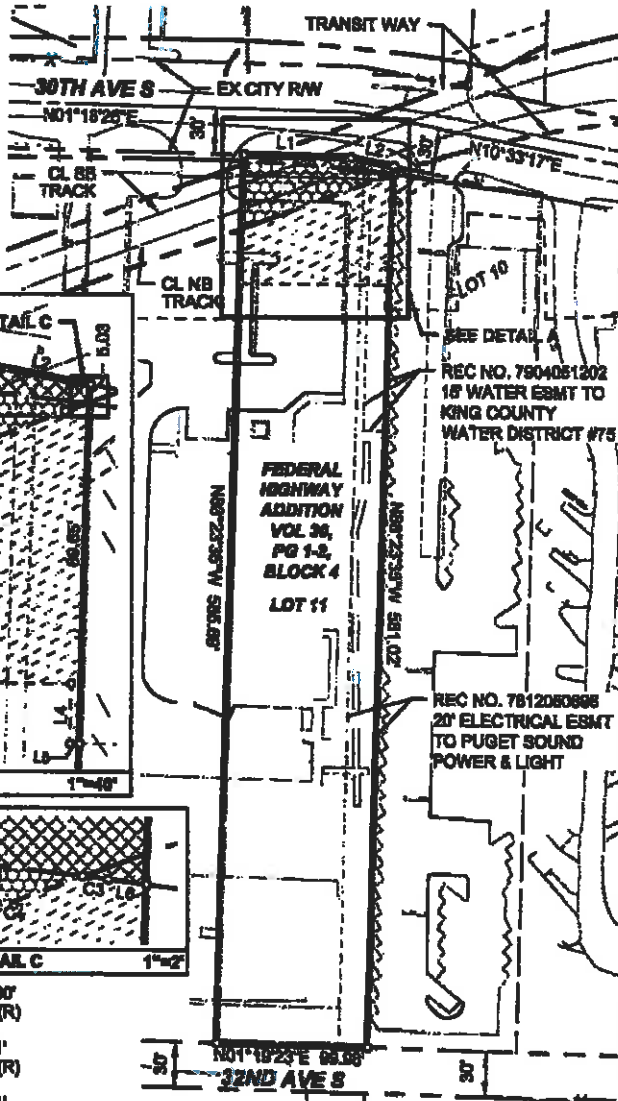
CONTAINING 421 SQUARE FEET, MORE OR LESS

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

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

- L1 N01°16'26"E 71.12'
- L2 N10°33'17"E 29.22'
- L4 N88°52'09"W 15.78'
- L5 N00°16'30"E 2.73'
- L6 N07°36'39"E 0.80'



- C1 Δ=04°06'12" R=1325.07' L=84.90'
N87°26'20"W(R) N83°20'06"W(R)
- C2 Δ=00°33'23" R=850.00' L=6.31'
S70°12'48"W(R) S89°38'26"W(R)
- C3 Δ=00°00'52" R=1325.07' L=0.34'
N83°20'06"W(R) N83°16'16"W(R)
- C4 Δ=00°11'28" R=1325.07' L=4.40'
N87°26'20"W(R) N87°37'45"W(R)

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



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUND TRANSIT

HDR

LINK & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

JOHN W. GOODMAN
STATE OF WASHINGTON
NO. 49631
REGISTERED
PROFESSIONAL LAND SURVEYOR
5-21-18

PARCEL AREA: 68,541 SF CONST EBMT: 5,578 SF
FEE TAKE AREA: 693 SF GUIDEWAY EBMT: 2,286 SF
REMAINING AREA: 67,876 SF

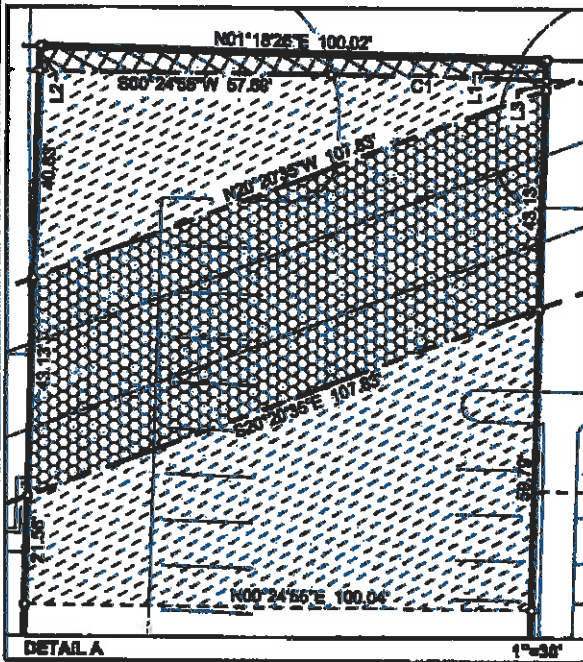
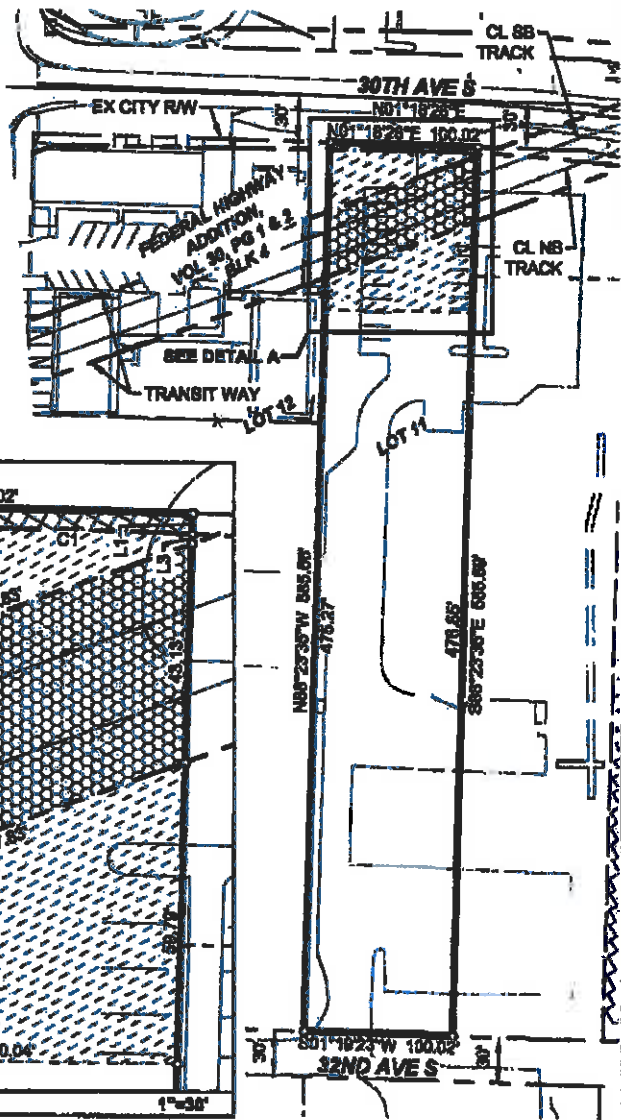
EXHIBIT "C"
R/W NO. FL-240 PARCEL MAP

ASSESSOR NO.: 280080440 DATE: 05/21/18
OWNER: KING COUNTY WATER DISTRICT #75
BLOCK NO.: 4 LOT NO.: 11
CITY OF KENT KING COUNTY, WA

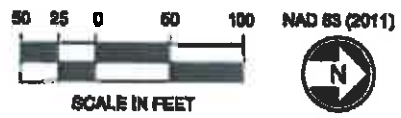
FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

- L1 N88°23'35"W 4.08'
- L2 N88°23'35"W 4.87'
- L3 N88°23'35"W 1.84'
- C1 Δ=01°48'51" R=1325.07' L=42.34'
N68°27'36"W (R) N67°37'45"W (R)



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



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

	TEMP CONST ESMT		FEE TAKE		GUIDEWAY ESMT
--	-----------------	--	----------	--	---------------

LN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 58,800 SF	GUIDEWAY ESMT: 4,313 SF
FEE TAKE AREA: 421 SF	CONST ESMT: 6,228 SF
REMAINING AREA: 58,179 SF	
EXHIBIT "C"	
R/W NO. FL-241 PARCEL MAP	
ASSESSOR NO.: 2500900441	DATE: 05/22/2018
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

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

N/A

EXHIBIT E – GUIDEWAY EASEMENT

WHEN RECORDED RETURN TO:

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

GUIDEWAY EASEMENT

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

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Lot 11, Block 4, Volume 30 of Plats, Pages 1-2.

Assessor's Tax Parcel No(s): 250060-0440, 250060-0441

ROW No(s): FL240, FL241

Highline Water District, a municipal corporation, successor in interest to King County Water District #75 ("Grantor") is the owner of real property located in the City of Kent commonly known as 23828 30th Ave S., Kent, WA 98032 and 23850 30th Ave S., Kent, WA 98032, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

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

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

AGREEMENT

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

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

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

ROW#: FL240, FL241

Guideway Easement
Form approved by CME 10/08/17
Form approved by Legal 10/20/17
Last saved by James Chung on 8/13/18

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

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

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

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

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

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

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

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

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

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

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

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

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

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

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. FL240
PIN 2500600440
KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION**

Grantor's Parcel:

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

EXHIBIT "A"

R/W No. FL241

PIN 2500600441

KING COUNTY WATER DISTRICT #75, A MUNICIPAL CORPORATION

Grantor's Parcel:

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

EXCEPT THE NORTH 100 FEET THEREOF.

EXHIBIT "B"

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

Permanent Guideway Easement Area Acquired by Grantee:

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

COMMENCING AT A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL S88°23'35"E A DISTANCE OF 5.03 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE S07°36'39"W A DISTANCE OF 0.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVED EASTERLY HAVING A RADIUS OF 1325.07 FEET OF WHICH THE RADIAL LINE BEARS N83°19'16"W;
THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°00'52" AN ARC DISTANCE OF 0.34 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'12" AN ARC DISTANCE OF 94.90 FEET TO A NON-TANGENT LINE;
THENCE S20°20'35"E A DISTANCE OF 4.74 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE S88°23'35"E A DISTANCE OF 43.13 FEET;
THENCE LEAVING SAID SOUTH LINE N20°20'35"W A DISTANCE OF 100.57 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 650.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'23" AN ARC DISTANCE OF 6.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,288 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

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

Permanent Guideway Easement Area Acquired by Grantee:

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

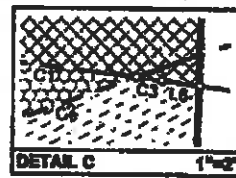
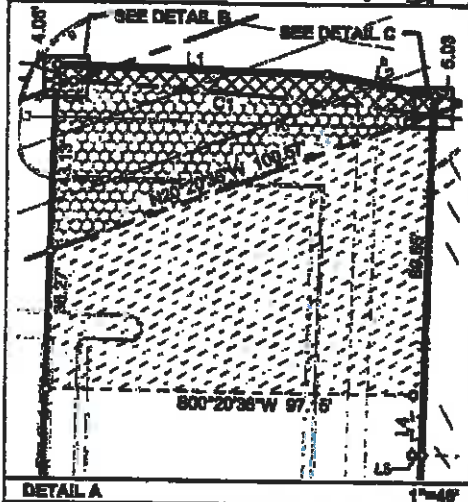
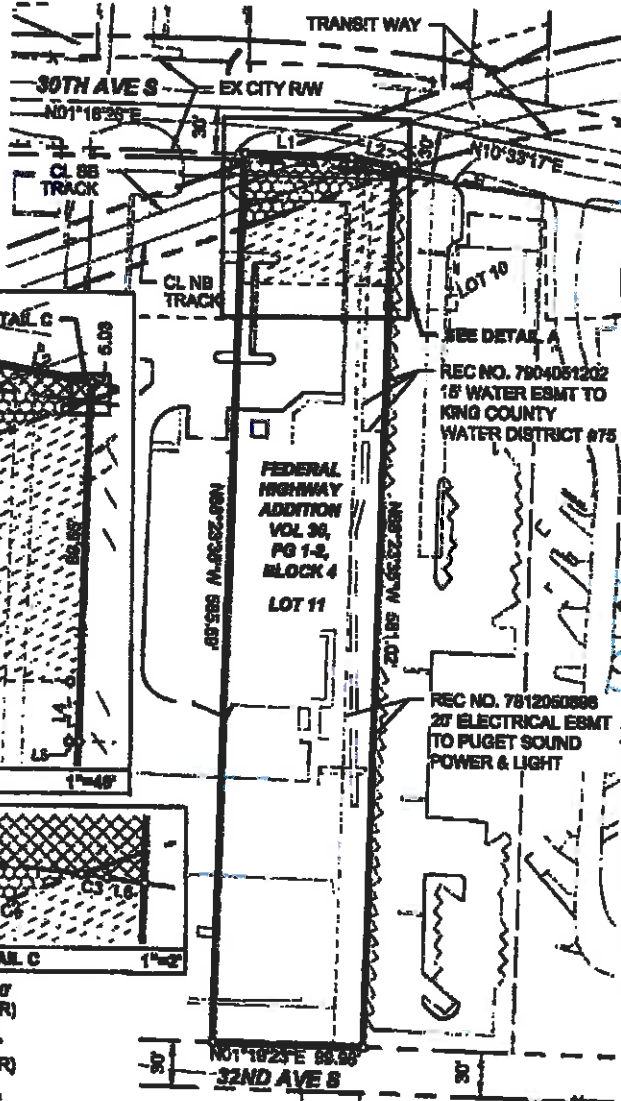
**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A
DISTANCE OF 45.70 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N20°20'35"W A DISTANCE OF 107.83 FEET TO A POINT ON THE NORTH LINE OF
GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 5.92 FEET FROM THE NORTHWEST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

CONTAINING 4,313 SQUARE FEET, MORE OR LESS

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

- L1 N01°16'26"E 71.12'
- L2 N10°33'17"E 28.22'
- L4 N88°52'08"W 15.78'
- L5 N00°16'30"E 2.73'
- L6 N07°38'38"E 0.50'



- C1 Δ=04°08'12" R=1325.07' L=84.90'
N87°28'20"W(R) N83°20'08"W(R)
- C2 Δ=00°33'23" R=850.00' L=6.31'
S70°12'48"W(R) S88°39'26"W(R)
- C3 Δ=00°00'52" R=1325.07' L=0.34'
N83°20'08"W(R) N83°19'16"W(R)
- C4 Δ=00°11'25" R=1325.07' L=4.40'
N87°28'20"W(R) N87°37'45"W(R)

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



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY
ASSESSOR RECORDS.

LINK & ASSOCIATES

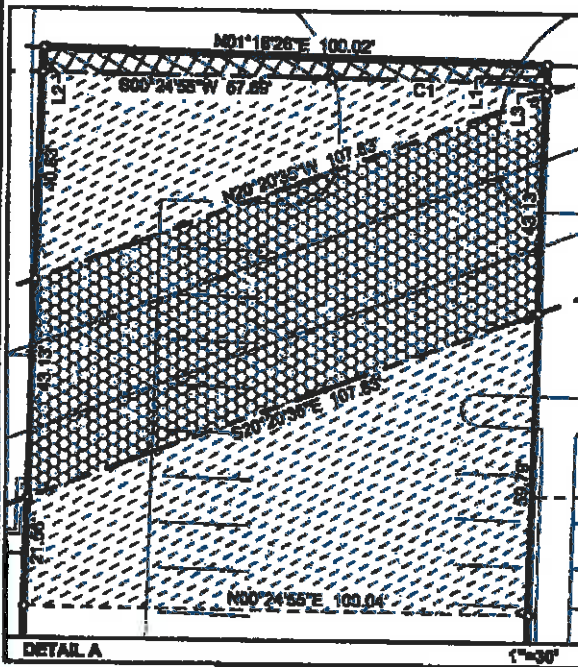
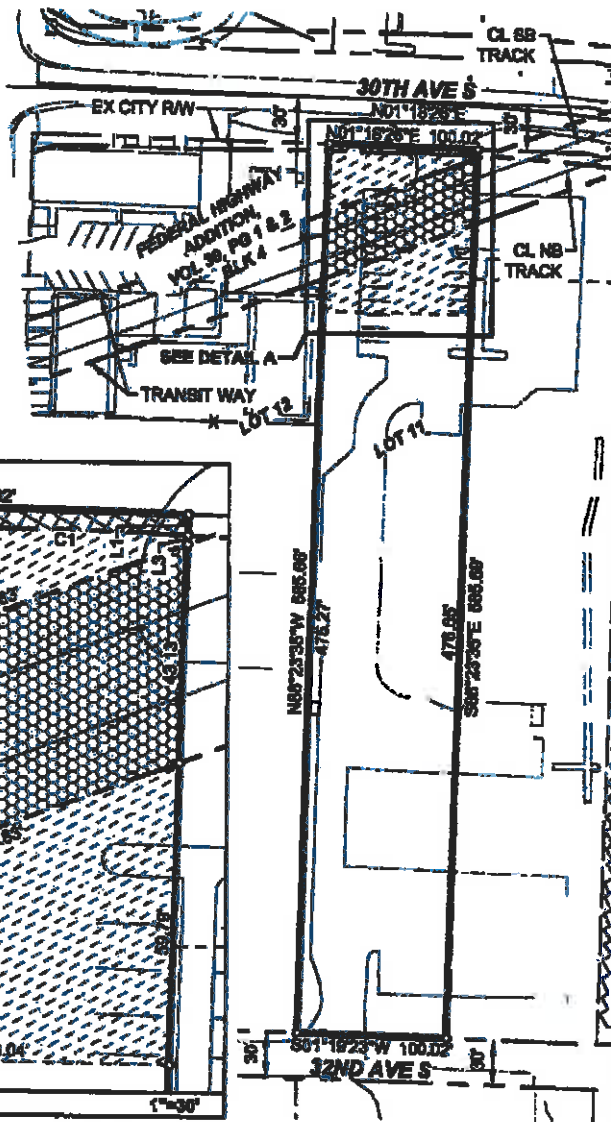
PARCEL AREA: 58,541 SF	CONST ESMT: 5,578 SF
FEE TAKE AREA: 583 SF	GUIDEWAY ESMT: 2,288 SF
REMAINING AREA: 57,978 SF	

EXHIBIT "C"	
R/W NO. FL-240 PARCEL MAP	
ASSESSOR NO.: 280080440	DATE: 05/21/18
OWNER: KING COUNTY WATER DISTRICT #76	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

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

- L1 N88°23'35"W 4.05'
- L2 N88°23'35"W 4.87'
- L3 N88°23'35"W 1.84'
- C1 A=01°48'51" R=1325.07' L=12.34'
N88°27'38"W (R) N87°37'45"W (R)



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



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUND TRANSIT

HDR

LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

JOHN W. GOODWIN
STATE OF WASHINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
5-22-11

PARCEL AREA: 58,800 SF	GUIDEWAY ESMT: 4,313 SF
FEE TAKE AREA: 421 SF	CONST ESMT: 6,229 SF
REMAINING AREA: 58,178 SF	
EXHIBIT "C"	
R/W NO. FL-241 PARCEL MAP	
ASSESSOR NO.: 250060041	DATE: 05/22/2018
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT KING COUNTY, WA	

**EXHIBIT F - 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

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

Grantor(s): Highline Water District, a municipal corporation, successor in interest to King County Water District #75
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Lot 11, Block 4, Volume 30 of Plate, Pages 1-2.
Assessor's Tax Parcel No(s): 250060-0440, 250060-0441
ROW No(s): FL240, FL241

Highline Water District, a municipal corporation, successor in interest to King County Water District #75, ("Grantor"), is the owner of real property located in the City of Kent commonly known as 23828 30th Ave S., Kent, WA 98032 and 23850 30th Ave S., Kent, WA 98032, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

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

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

AGREEMENT

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

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

In the event Grantee's utility connection work requires access to portions of the Property in addition to that depicted in Exhibit C, Grantee may enter into such additional property ROW#: FL240, FL241

Temporary Construction Easement-Staging-Long Term
Form approved by CH11 10/08/17
Form approved by Legal 8/22/18
Last saved by James Chung on 8/13/18

for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.

Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

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

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

4. Term of Easement. The term of the Easement (the "Term") shall commence upon mutual execution of this agreement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement for the purposes described in Paragraph 2. Grantee will provide fourteen (14) days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee's Work for a period of Forty-eight (48) consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. The Easement will remain in effect until December 31, 2024 or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional Twelve (12) months.

5. Payment for Easement. Grantee will pay Grantor Four Hundred Forty-Seven and 00/100ths Dollars (\$447,000.00) upon recording of this Easement for the Forty-eight (48) month Term. If Grantee requires additional use past the Term, Grantee will pay Four Thousand Four Hundred Eighty-Five and 00/100ths Dollars (\$4,485.00) per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

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

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

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

9. Legal Proceedings. Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of

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

Day

Month

Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

STATE OF WASHINGTON

}
} SS.
}

COUNTY OF KING

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

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"

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

Grantor's Parcel:

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

EXHIBIT "A"

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

Grantor's Parcel:

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

EXCEPT THE NORTH 100 FEET THEREOF.

EXHIBIT "B"

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

Temporary Construction Easement Area Acquired by Grantee:

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

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

AND

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

CONTAINING 5,578 SQUARE FEET, MORE OR LESS

EXHIBIT "B"

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

Temporary Construction Easement Area Acquired by Grantee:

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

**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 4.87 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N00°24'53"E A DISTANCE OF 57.69 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1325.07 FEET, OF WHICH THE RADIAL LINE BEARS N89°27'36"W;
THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'51" A DISTANCE OF 42.34 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 4.08 FEET FROM THE NORTHWEST CORNER OF SAID PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 1.84 FEET;
THENCE LEAVING SAID NORTH LINE E20°20'35"E A DISTANCE OF 107.83 FEET TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 40.83 FEET TO THE POINT OF BEGINNING.**

AND

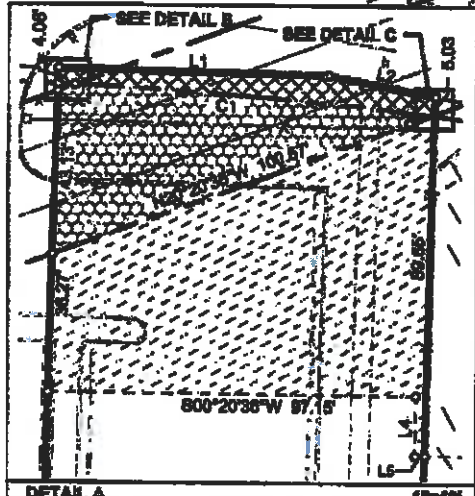
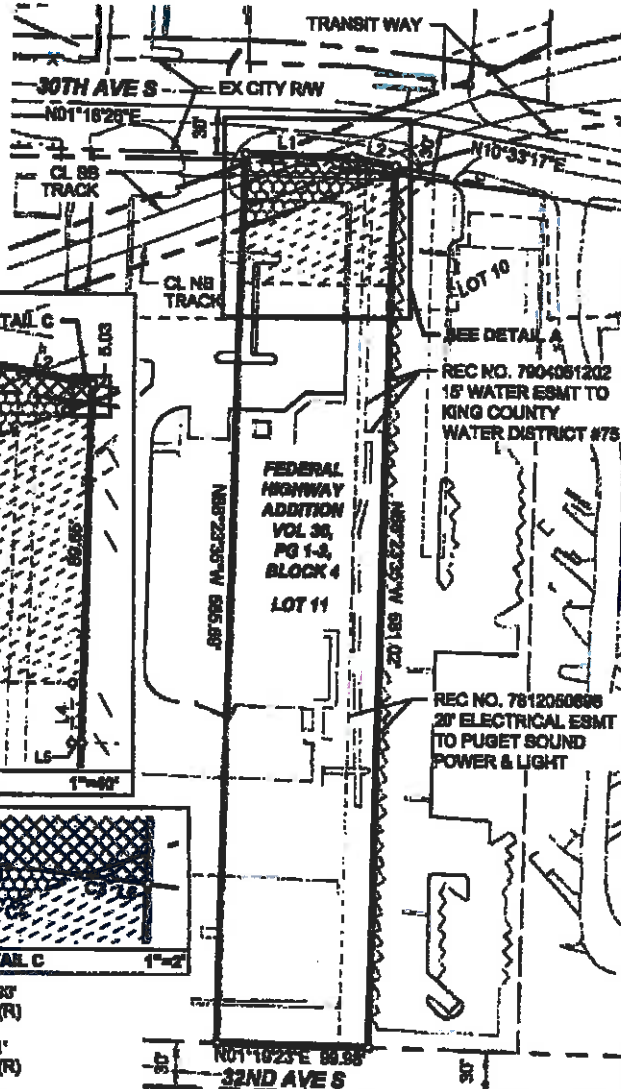
**BEGINNING AT A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL, BEING S88°23'35"E A DISTANCE OF 88.83 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL;
THENCE N20°20'35"W A DISTANCE OF 107.83 FEET TO A POINT ON THE NORTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID NORTH LINE S88°23'35"E A DISTANCE OF 59.79 FEET;
THENCE LEAVING SAID NORTH LINE S00°24'53"W A DISTANCE OF 100.04 TO A POINT ON THE SOUTH LINE OF GRANTOR'S PARCEL;
THENCE ALONG SAID SOUTH LINE N88°23'35"W A DISTANCE OF 21.56 FEET TO THE POINT OF BEGINNING.**

CONTAINING 6,229 SQUARE FEET, MORE OR LESS

FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

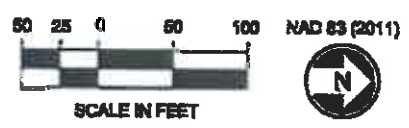
SE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.

- L1 N01°18'28"E 71.12'
- L2 N10°33'17"E 28.22'
- L4 N88°52'09"W 16.75'
- L5 N00°18'30"E 2.73'
- L8 N07°38'39"E 0.50'



- C1 Δ=04°08'12" R=1325.07' L=84.83'
N87°28'20"W(R) N83°20'08"W(R)
- C2 Δ=02°33'23" R=650.00' L=6.31'
S70°12'48"W(R) S88°36'25"W(R)
- C3 Δ=00°00'52" R=1325.07' L=0.34'
N83°20'08"W(R) N83°19'16"W(R)
- C4 Δ=00°11'25" R=1325.07' L=4.40'
N87°28'20"W(R) N87°37'45"W(R)

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



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SOUND TRANSIT

LN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

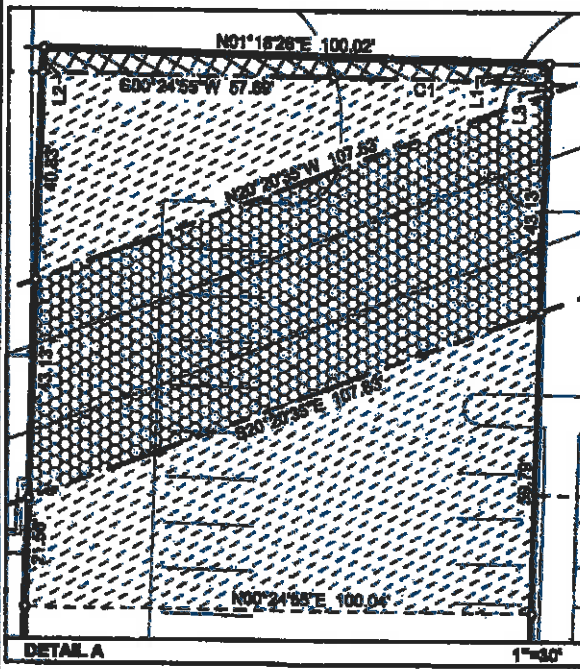
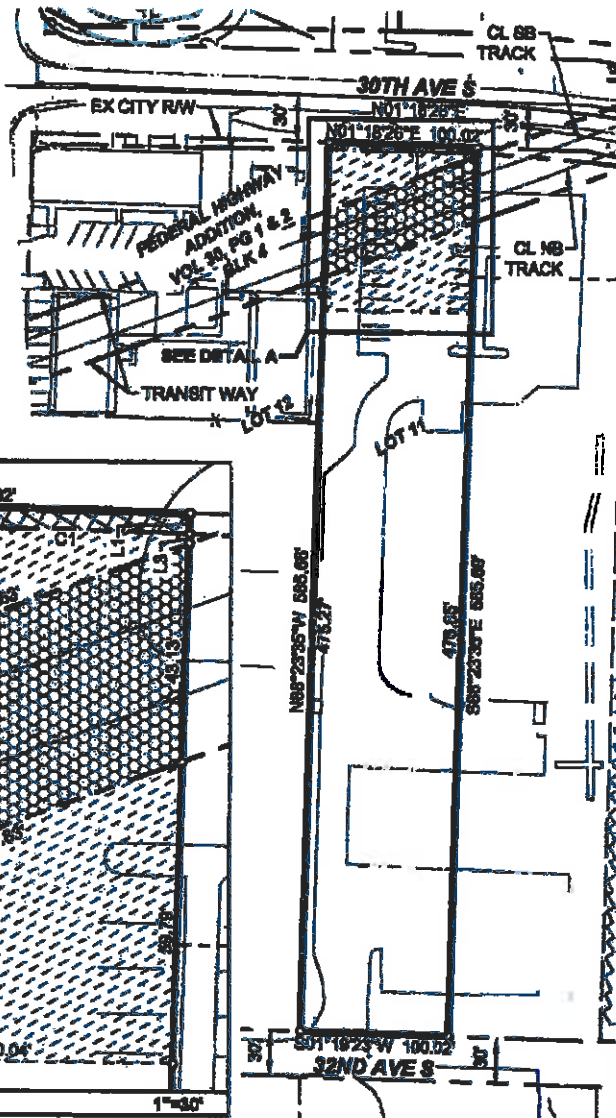
JOHN W. GOODEN
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
5-21-18

PARCEL AREA: 88,541 SF	CONST ESMT: 5,578 SF
FEE TAKE AREA: 693 SF	GUIDEWAY ESMT: 2,288 SF
REMAINING AREA: 87,978 SF	
EXHIBIT "C"	
R/W NO. FL-240 PARCEL MAP	
ASSESSOR NO.: 250000440	DATE: 05/21/18
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT	KING COUNTY, WA

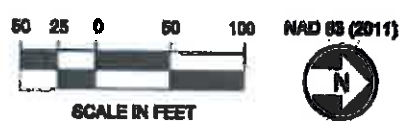
FEE TAKE, GUIDEWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

SE 1/4 SE 1/4 SEC 18, T 22 N, R 4 E, W.M.

- L1 N85°23'35"W 4.08'
- L2 N88°23'35"W 4.87'
- L3 N82°23'35"W 1.84'
- C1 Δ=01°48'51" R=1325.07 L=42.34'
N88°27'38"W (R) N87°37'45"W (R)



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



NOTE:
PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

TEMP CONST ESMT	FEE TAKE	GUIDEWAY ESMT

SOUND TRANSIT

LN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

JOHN W. GOODE
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
5-22-K

PARCEL AREA: 58,800 SF	GUIDEWAY ESMT: 4,313 SF
FEE TAKE AREA: 421 SF	CONST ESMT: 6,229 SF
REMAINING AREA: 58,178 SF	
EXHIBIT "C"	
R/W NO. FL-241 PARCEL MAP	
ASSESSOR NO.: 2500800441	DATE: 05/22/2018
OWNER: KING COUNTY WATER DISTRICT #75	
BLOCK NO.: 4	LOT NO.: 11
CITY OF KENT KING COUNTY, WA	






FL240 241 PSA FINAL 060721

Final Audit Report

2021-06-07

Created	2021-06-07
By	Susan Guthrie (suemg10@hotmail.com)
Status	Signed
Transaction ID	CBJCHBCAABAHA77f89rksuEKWWOxB1XD7jJC5gE-IJA

"FL240 241 PSA FINAL 060721" History

-  Document created by Susan Guthrie (suemg10@hotmail.com)
2021-06-07 - 8:10:14 PM GMT- IP address: 76.28.144.160
-  Document emailed to Natalie Moore (natalie.moore@soundtransit.org) for signature
2021-06-07 - 8:10:50 PM GMT
-  Email viewed by Natalie Moore (natalie.moore@soundtransit.org)
2021-06-07 - 8:26:10 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Natalie Moore (natalie.moore@soundtransit.org)
Signature Date: 2021-06-07 - 8:26:25 PM GMT - Time Source: server- IP address: 50.125.86.220
-  Agreement completed.
2021-06-07 - 8:26:25 PM GMT

Agenda Item No.: 5.1
 Agenda Date: 09/01/21
 Reviewed By: [Signature]

Subject: Authorizing the General Manager or designee to execute a Purchase and Sale Agreement by and between Central Puget Sound Regional Transit Authority "Sound Transit" and Highline Water District "District" for real property at the District's headquarters

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 21-9-1A
2. Attachment 1 – Real Estate Purchase and Sale Agreement

COMMENTS:

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

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 \$700,000.00.

Staff recommends approval of this resolution.