

RESOLUTION NO. 3387

ARESOLUTION of the Port Commission of the Port of Seattle authorizing the Executive Director to: execute the First Addendum to the Transportation Access Improvement Interlocal Cooperation Agreement between the City of Seattle, King County and the Port of Seattle for funding by the three governments for grade separation improvements at West Galer Street in the vicinity of Terminal 88 as authorized by Resolution No. 3268; accept and execute a Performance Guarantee relating thereto; and execute certain amendments to the First Addendum and Performance Guarantee.

WHEREAS, on December 7, 1999, the Port Commission adopted Resolution No. 3268 authorizing the Port's Executive Director to execute an interlocal agreement between the City of Seattle ("City"), the Port and King County providing a multi-jurisdictional funding mechanism to finance transportation access improvements to Terminal 88 and the surrounding area ("Interlocal"). The improvements consist of construction of a grade-separated access ramp crossing four main line Burlington Northern railroad tracks at West Galer Street serving marine terminals 88, 89, 90, and 91 (the "Project"); and

WHEREAS, technical and community considerations have resulted in a significant redesign of the Project by the City requiring the purchase of additional right-of-way and additional funds therefor, and the Port and the City have agreed to increase their contributions to the Project to provide for such increased costs; and

WHEREAS, as a condition of the Port providing an additional One Million Dollars (\$1,000,000) in funding to the Project, the City has agreed to study the possible closure of Galer Street at Elliott Avenue, with attention to safety, traffic congestion and public access to the North Elliott Bay and Smith Cove waterfront, and to identify measures that mitigate any loss of access if Galer Street were to be closed; and

WHEREAS, the City has secured a Three Million dollar (\$3,000,000) Economic Development Administration ("EDA") Grant that must be fully expended by October 1, 2002, and to meet this deadline the City must commence construction of the Project earlier than anticipated under the Interlocal; and

WHEREAS, Immunex Corporation ("Immunex") purchased property at Terminal 88 from the Port on April 29, 1998 to construct its corporate headquarters and research and development facility. The purchase and construction was contingent upon Immunex's satisfaction with commitments by local governments to make certain public improvements to transportation access facilities serving the site and surrounding area; and

WHEREAS, to facilitate the commencement of Project construction, Immunex has agreed to provide a Performance Guarantee to the City, the Port and the County, guaranteeing that Immunex will construct the utilities and site work as provided in the Interlocal.

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:

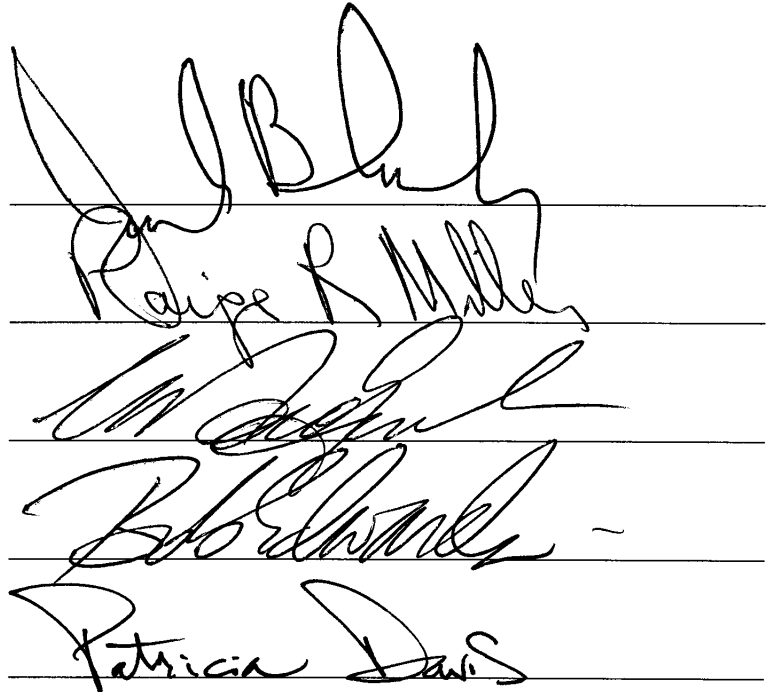
Section 1. The Executive Director is hereby authorized to execute the First Addendum to the Transportation Access Improvement Interlocal Cooperation Agreement with the County and the City in substantially the form attached hereto as Exhibit A and by this reference incorporated herein. A copy of the final executed First Addendum shall be attached to this Resolution as Exhibit B.

Section 2: The Executive Director is hereby authorized to accept and execute a Performance Guarantee with Immunex, King County and the City relating to the Project. The Performance Guarantee shall be in substantially the same form attached hereto as Exhibit C.

Section 3. The Executive Director is authorized to execute such amendments to the Performance Guarantee and First Amendment that the Executive Director deems appropriate, so

long as the effect of the amendments is not to increase the financial or legal responsibility of the Port or to diminish the legal rights of the Port. The Executive Director shall advise the Commission of all such amendments within thirty (30) days of the date of execution.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 25th day of January, 2000, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.



The image shows five handwritten signatures, each written on a horizontal line. From top to bottom, the signatures are: 1. A large, stylized signature that appears to be 'J. B. ...'. 2. A signature that appears to be 'Raige R. Miller'. 3. A signature that appears to be 'W. ...'. 4. A signature that appears to be 'Bob ...'. 5. A signature that appears to be 'Patricia Davis'.

Port Commission

FIRST ADDENDUM TO TRANSPORTATION ACCESS IMPROVEMENT INTERLOCAL COOPERATION AGREEMENT

This First Addendum ("Addendum") to that March 15, 1998, Transportation Access Improvement Interlocal Cooperation Agreement ("Agreement") is entered into effective this ____ day of _____, 1999, by and among King County ("County"), the Port of Seattle ("Port") and the City of Seattle ("City").

This Addendum shall supplement and amend the specified terms of the Agreement, which as supplemented and amended shall remain in full force and effect.

Pursuant to Chapter 39.34 RCW and in consideration of the mutual promises, benefits, and covenants contained herein, and of Immunex's Performance Guarantee to the City, the County and the Port as referenced in Section 1.9 herein and attached hereto as Exhibit A to the Addendum, and with the approval of their respective legislative authorities, the parties agree to supplement and amend the Agreement as follows:

1. The following sections of ARTICLE 1. – RECITALS, of the Agreement are amended to read as follows:

1.2 Immunex (~~(has)~~) signed an agreement with the Port, dated July 18, 1994, as amended, to purchase land to construct its corporate headquarters and research and development facility at Terminal 88. The purchase and construction (~~(is)~~) was contingent upon Immunex's satisfaction with commitments by local governments to make certain public improvements to transportation access facilities serving the site and surrounding area. Satisfied with those commitments, Immunex subsequently purchased the property at Terminal 88 from the Port of Seattle on April 29, 1998.

1.5 The parties to this Agreement have developed a multi-jurisdictional funding mechanism to finance transportation access improvements to Terminal 88 and the surrounding area. The improvements consist of construction of a grade-separated access ramp crossing four main line Burlington Northern railroad tracks at West Galer Street serving marine terminals 88, 89, 90, and 91 (the "Project"). The total estimated cost of the Project is (~~(Twelve)~~)Eighteen Million (~~(Five)~~) Nine Hundred Thousand (~~(dollars)~~) Dollars (~~(\$12,500,000)~~)18,900,000). The City has appropriated approximately One Million Three Hundred Thousand dollars (\$1,300,000) to start Project design and commence the environmental review process. The City, in Ordinance 118528, as amended by Ordinance 119084, (~~(has)~~) authorized the sale of general obligation bonds and (~~(has)~~) also in that ordinance appropriated Four Million dollars (\$4,000,000) to carry out the Project on the condition that the City (~~(will)~~) would not proceed with the construction phase of the Project until the Director of Seattle Transportation certifie(~~(s))d~~, by letter to the President of the City Council, that Immunex had(~~(s))~~completed construction of utilities and site work for its Terminal 88 project. (~~(Design and engineering for the Project are scheduled to be completed by the third quarter of 1998 and construction is scheduled to begin promptly after~~

Immunex has completed construction of utilities and site work for its Terminal 88 project.)) The City, in Ordinance 119630, authorized the sale of additional general obligation bonds, for purposes including the Project, in an amount not to exceed the maximum outstanding principal amount of Ninety Million Dollars (\$90,000,000). Proceeds from these bonds are authorized to be used for, among other things, the purposes of paying all or part of the costs of designing, constructing, and acquiring property for the West Galer Street Grade Crossing Project, as well as other projects. As of December 7, 1999, approximately \$8 million in bonds have been issued for the Project. Furthermore, pursuant to Ordinance _____, the City accepted the terms of the Performance Guarantee referenced in Section 1.9 of this Agreement rather than the certification process required under Ordinance 118528.

1.6 The City and Port have secured a One Million ~~((dollar))~~ Dollar (\$1,000,000) ISTEPA Grant. The City ~~((is actively pursuing))~~ has secured a Three Million dollar (\$3,000,000) Economic Development Administration ("EDA") Grant. In addition to the above amounts, the City has agreed to contribute ~~((Four)) Ten Million ((Eight)) One Hundred ((Nineteen)) Thousand ((Five Hundred dollars)) Dollars ((((\$4,819,500))10,100,000)) to the Project; the County has agreed to contribute Three Million Two Hundred Thousand ~~((dollars))~~ Dollars (\$3,200,000) to the Project; and the Port has agreed to contribute One Million Six Hundred Thousand ~~((dollars))~~ Dollars (\$1,600,000) to the Project and to allow, pursuant to a future agreement between the Port and the City, the use of rights-of-way or other property rights required for construction, operation and maintenance of the Project.~~

New section 1.7 After a detailed review, the City has significantly redesigned the Project to address several technical difficulties and concerns from the Magnolia community with the original conceptual design for the Project. The new design requires the purchase of additional right of way to make way for the Project. The City and the Port have agreed to increase their contributions to pay for this resulting increase in the cost of the Project.

Former Section 1.7 is renumbered Section 1.8 As part of the EDA Grant, the City and Immunex are required to negotiate an Employment Plan. Such a Plan has been negotiated (see Exhibit 2 to the Agreement) and the County's financial support for the Project is provided in consideration of the City undertaking its obligations pursuant to Section 6.1 below.

New Section 1.9 The EDA Grant must be fully expended by October 1, 2002, the end of the Federal fiscal year, or the full grant must be returned to the U.S. Treasury. To meet this deadline, the City, County and Port are now considering the commencement of construction of the Project prior to completion by Immunex of the utilities and site work on the Property. To facilitate the commencement of Project construction, and as inducement for the City to begin such construction, Immunex has agreed with the City, County and Port to provide a \$6 million Performance Guaranty, attached hereto as Exhibit A to the Addendum and incorporated herein by this reference ("Guaranty"), to the City, the County and the Port, guaranteeing that Immunex will construct the utilities and site work as defined and described in the Agreement and Exhibit 1 to the Agreement, upon the terms and conditions of the Guaranty. "Construction of utilities and site work" means, for purposes of this agreement, completion of all tasks listed in Exhibit 1 to this Agreement, as defined and described in such exhibit and this Agreement. The Guaranty will

be executed by Immunex, the City, County and Port, and recorded with the King County Division of Records and Elections upon the execution of this First Addendum.

Former Section 1.9 is renumbered Section 1.10.

New Section 1.11 The parties recognize that concerns for vehicular safety and for the growing rail movement of commuters and freight may require the closure of Galer Street at Elliott Avenue. The parties also recognize the community's interest in access to the North Elliot Bay and Smith Cove waterfront. As a condition of the Port providing the additional One Million Dollars (\$1,000,000) to the Project as specified in the Addendum, The City agrees to study the possible closure of Galer Street, with attention to safety, traffic congestion and public access to the North Elliot Bay and Smith Cove waterfront, and to identify measures that mitigate any loss of access if Galer Street were to be closed. The Port agrees to join the City in seeking supplemental funding for the study from Sound Transit and the railroads. The City agrees to confer with the Port, Sound Transit, the railroads, and the surrounding neighborhoods in conducting the study. The City agrees to complete the study no later than December 31, 2000, unless a later date of completion is agreed to in writing by the Port.

2. The following sections of ARTICLE 2 – THE PROJECT, of the Agreement are amended to read as follows:

2.1 The Project is to construct a grade-separated access ramp over the main-line Burlington Northern railroad tracks at approximately West Galer Street onto an access road leading to marine terminals 88, 89, 90, and 91. The ramp is intended to improve access and allow for the reduction of vehicle/train conflicts and delays caused by train movements at West Galer Street. The ramp is intended to improve emergency vehicle access and facilitate expansion of existing businesses and the development of an additional 29 acres that are currently vacant. The total cost of design and construction of the Project is estimated to be Eighteen Million Nine Hundred Thousand Dollars (~~Twelve Million Five Hundred Thousand dollars~~ ~~))(\$((12,500,000))18,900,000~~), including ~~((One))Two Million ((One))Four Hundred Thousand ((dollars))Dollars~~ ~~(\$((1,100,000))2,400,000)~~ of preconstruction costs, ~~((and))~~ approximately ~~((Eleven))Five Million ((Four))Three Hundred Thousand~~ ~~(\$((11,400,000))5,300,000)~~ for right-of-way acquisition, Ten Million Seven Hundred Thousand Dollars (\$10,700,000) for ~~((and))~~ construction and Five Hundred Thousand (\$500,000) for the cost of issuing bonds, interfund loan interest, and meeting the requirements of the Endangered Species Act. Included within the Project are all authorized costs related to the planning, oversight, administration, design, engineering, acquisition, financing and construction of the Project, including overhead.

2.2 ~~The City shall cause the certification referenced in Section 1.5 above to be delivered to the City Council President within forty five (45) days after Immunex has completed construction of utilities and site work for its Terminal 88 project. "Construction of utilities and site work" means, for purposes of this Agreement, completion of all the tasks listed in Exhibit 1 hereto. Unless the City has been unable, despite diligent efforts, to obtain all required permits~~

~~and approvals for the Project, the City shall commence construction of the Project within sixty (60) days after such certification is delivered, but such commencement may be delayed until sixty (60) days after the earlier to occur of (a) the date the County agrees with the correctness of the certification if the County has disputed it, as described in Section 3.3 below or (b) the date the arbitrators finally determine the correctness of the certification if the County has disputed it and the City and County have not resolved the dispute, as described in Section 7.2(b) below.~~ Once the Guaranty has been recorded with the County, and the Port, the City and the County have approved and executed this First Addendum, the City may proceed with construction of the Project. Once construction of the Project commences, the City shall diligently pursue construction and shall cause the Project to be completed within ~~((sixteen))~~ twenty-four~~((16))~~((24)) months from the ~~((date when))~~ commencement of construction ~~((is required to commence under this Section 2.2;)),~~ unless work is terminated pursuant to Section 2.3 below.

3. The following sections of ARTICLE 3 –TERM/TERMINATION, of the Agreement are amended to read as follows:

~~3.3.3~~ 3.3.3 The County will be obligated to contribute funds to the Project as set forth in this Agreement ~~((if and))~~ upon the ((only if) approval and execution of this First Amendment by all parties thereto. ~~((the Director of Seattle Transportation transmits to the City Council President the certification referenced above in Section 1.5. The City agrees to provide the County written notice at least thirty (30) days prior to the day such certification is expected to be signed. The County will have 14 days following the day the certification is signed and prior to its being forwarded to the President of the City Council to dispute with particularity the correctness of the statements made in the certification. If the County does so dispute, the certification may be forwarded to the President of the City Council, but the correctness of the statements made in the certification will be subject to the dispute resolution process described in Section 7.2(b) below. If, pursuant to Section 7.2(b), the arbitrators determine that the City's certification was, or is at the time of the arbitration, materially correct, the County shall comply with its obligations under Section 4.2. If, pursuant to Section 7.2(b) and after taking into account activities during the cure period provided therein, the arbitrators finally rule in favor of the County and determine that the City's certification was and remains incorrect in one or more material respects, the County's financial obligations to contribute to the Project may be canceled by action of the County Council. In that event the City may proceed with the Project or may discontinue or choose not to commence work on the Project, at the City's option.))~~

4. The following sections of ARTICLE 4 – PARTIES' FINANCIAL RESPONSIBILITY, of the Agreement are amended to read as follows:

4.1 The Port agrees to contribute One Million Six Hundred Thousand ~~((dollars))~~ Dollars (\$1,600,000) to pay a portion of local Project costs. One Million One Hundred Thousand Dollars (\$1,100,000) of said funds are to be made available to the City within thirty (30) days after the City commences construction of the Project. The remaining balance, Five Hundred Thousand Dollars (\$500,000) shall be paid by the Port to the City by no later than June 30, 2001. "Local Project costs" are those currently anticipated costs of the Project not expected to be paid by the Four Million dollars (\$4,000,000) of currently available grants. Total "local Project costs" are

~~((Eight))~~ Fourteen Million ~~((Five))~~ Nine Hundred Thousand ~~((dollars))~~ Dollars
~~(((\$8,500))~~ 14,900,000).

4.3 The City agrees to contribute ~~((Four))~~ Ten Million ~~((Eight))~~ One Hundred ~~((Nineteen))~~ Thousand ~~((Five Hundred dollars))~~ Dollars ~~(\$((4,819,500))~~ 10,100,000) of its own funds to pay a portion of local Project costs, plus any additional funds beyond the amounts agreed to be contributed by the County and the Port, which are necessary to complete the Project.

4.5 If the Project is completed and any Project funds contributed by the parties hereto remain unexpended, treating such funds as the first spent, such funds shall be refunded to the parties in accordance with each party's proportionate funding contribution, as follows: the City shall receive ~~((fifty six (56))~~ sixty - nine percent (69%) of such funds, the County shall receive ~~((thirty eight (38))~~ twenty - three percent (23%) of such funds, and the Port shall receive ~~((six @))~~ eight percent (8%) of such funds.

New Section 4.6: If Immunex or another party that has succeeded to Immunex's obligations under the Guarantee fails to perform the Guaranteed Obligations and pays to the City all or part of the \$6 million owed thereunder, the City shall promptly pay to the County and to the Port, each respectively, a proportion of the money received under the Guarantee that is equal to the proportion of the sum of City, County and Port money expended for Project costs that were contributed by the Port and the County, respectively, and the City shall retain the remainder of the money; provided that if the Port has succeeded to Immunex's obligations under the Guarantee and fails to perform the Guaranteed Obligations and pays to the City all or part of the \$4,400,000 owed thereunder, the City shall promptly pay to the County a proportion of the money received under the Guarantee that is equal to the proportion of the sum of City and County money expended for Project costs that were contributed by the County, and the City shall retain the remainder of the money; provided further that if the Port has succeeded to Immunex's obligations under the Guarantee and subsequently fails to perform the Guaranteed Obligations, the Port shall be entitled to no payment from the City.

Former Section 4.6 is renumbered Section 4.7

Former Section 4.7 are renumbered Section 4.8.

7. The following sections of ARTICLE 7 – MISCELLANEOUS PROVISIONS of the Agreement are amended to read as follows:

7.2 The designated representatives shall use their best efforts to resolve disputes between the parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief executive officer of each party or his or her designee. The

parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

~~(b) Any claim or dispute between the City and the County relating to the certification referred to in Sections 1.5 or 3.4 or the Guaranty referred to in Section 1.8.1 which is not resolved within thirty (30) days after the County's objection shall be submitted in writing by the parties to a formal dispute resolution process as described below, and throughout the process the City and the County shall proceed in a timely manner and in good faith to resolve such claims or disputes based on accurate and shared information:~~

~~_____~~ **1. _____ Arbitration**

~~_____ Within ten (10) days after the last conference meeting or final exchange of written positions, the City and the County shall initiate binding arbitration in accordance with the following provisions and RCW 7.04 (or any successor provision thereto) or any other method of arbitration mutually agreed to by the City and the County.~~

~~_____~~ **2. _____ Generally**

~~_____ All such arbitration shall be conducted before a panel designated in the manner hereinafter provided (the "Panel"). Except as specifically provided for herein, all such arbitration shall be conducted in the City in accordance with the rules of the American Arbitration Association, and the decision of the Panel shall be final and binding upon the Parties. The issues before the Panel shall be limited to those particular items to which the County timely objected under Section 3.3. The costs of the arbitration shall be shared by the City and the County in equal shares.~~

~~_____~~ **3. _____ Panel**

~~_____ The Panel shall consist of three (3) persons selected by the City and the County from a list of fifteen (15) construction experts or professionals, which list shall be furnished by the Seattle Chapter of the American Arbitration Association, unless the number of persons on the Panel, or the qualifications of the individuals on the list, are otherwise mutually agreed to by the City and the County. The Panel shall consist of persons who are acceptable to the City and the County. In the event that within fifteen (15) days after the submission of a dispute to arbitration, the City and the County have been unable to agree on a Panel, then representatives of the City and the County shall meet within ten (10) days and the following procedures shall be applicable: The City shall strike the name of a person on the list. Within fifteen (15) minutes thereafter, the County shall strike a name from the list. At no more than fifteen (15) minute intervals thereafter, each party shall strike a name from the list. If any party fails to strike a name within the allotted time period, it shall forgo its turn to strike a name. The last three names on the list shall constitute the Panel.~~

~~_____~~ **4. _____ Hearing Date**

~~_____ On appointment of the Panel as provided above, the Panel shall hold a hearing within twenty (20) days after the appointment of the Panel.~~

~~5. Pre Hearing and Hearing~~

~~At least ten (10) days prior to the hearing, the Parties shall meet and exchange exhibits and pre-hearing statements and stipulate and agree on non-disputed facts. No exhibit shall be admitted unless listed on the pre-hearing statement and exchanged between the Parties. No witness may be presented unless indicated on the pre-hearing statement or unless produced for rebuttal purposes. Prior to or at the hearing, the Parties shall submit memoranda not to exceed twenty-five (25) pages outlining the relevant issues for the Panel. At the hearing, the laws of evidence of the State shall apply, and the Panel shall allow each party to present that party's case, evidence and witnesses. It shall be the County's responsibility in the first instance to provide the Panel with evidence in support of the particulars of the County's objections.~~

~~6. Decision~~

~~The Panel shall render its decision in writing within thirty (30) days of the conclusion of the hearings. In rendering its decision the Panel shall have full authority to construe and apply the terms of this Agreement, but shall have no authority to add to, or subtract from or otherwise modify or amend the terms of this Agreement. The Panel shall decide that either (a) Immunex has completed construction of those parts of the utilities and site work for its Terminal 88 project that the County in its objection said were not complete, or (b) it has not. If the Panel determines that Immunex has not completed construction of utilities and site work for its Terminal 88 project, the Panel shall further state in what respects that work is incomplete, and, a cure period of ninety (90) days shall follow the Panel's decision. If at the end of that cure period the County does not agree that Immunex has completed the items the Panel found to have been incomplete, the question shall again be submitted to the Panel (with a replacement chosen as set forth in paragraph 3 above for any member of the original Panel who is not able to participate in a hearing within thirty (30) days after the end of the cure period) for the Panel's final decision, which decision shall be rendered within forty-five (45) days of the end of the cure period.~~

~~7. Finality of Decision — The decision of the majority of the arbitrators after any cure period shall be final and binding on the City and the County.~~

Except as provided in this Addendum, all other terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to be effective as of the day and year first written above.

Approved as to form:
Mark Sidran, Seattle City Attorney

City of Seattle,
PAUL SCHELL, Mayor

By: _____

Assistant City Attorney

Date: _____

Approved as to form:
Norm Maleng,
King County Prosecuting Attorney

By: _____

Deputy Prosecuting Attorney

Date: _____

Approved as to form:
Port of Seattle Legal Department

By: _____

Senior Port Counsel

Date: _____

By:

Date:

By authority of Ordinance

County of King,
RON SIMS, King County Executive

By:

By authority of Motion

Date:

Port of Seattle
M.R. DINSMORE, Executive Director

By:

By authority of Resolution

Date:

First Addendum to Transportation Access Improvement Interlocal Cooperation Agreement – Page 1

FIRST ADDENDUM TO TRANSPORTATION ACCESS IMPROVEMENT INTERLOCAL COOPERATION AGREEMENT.

This First Addendum ("Addendum") to that March 15, 1998, Transportation Access Improvement Interlocal Cooperation Agreement ("Agreement") is entered into effective this 19th day of June, 1999, by and among King County ("County"), the Port of Seattle ("Port") and the City of Seattle ("City").

This Addendum shall supplement and amend the specified **terms** of the Agreement, which as supplemented and amended shall remain in full force and effect.

Pursuant to Chapter 39.34 RCW and in consideration of the mutual promises, benefits, and covenants contained herein, and of Immunex's Performance Guarantee to the City, the County and the Port as referenced in Section 1.9 herein and attached hereto as Exhibit A to the Addendum, and with the approval of their respective legislative authorities, the parties **agree** to supplement and amend the Agreement as follows:

1. The following sections of ARTICLE 1. – RECITALS, of the Agreement are amended to read as follows:

1.2 **Immunex** ~~((has))~~ signed an agreement with the Port, dated July 18, 1994, as amended, to purchase land to construct its corporate headquarters and research and development facility at **Terminal 88**. The purchase and construction ~~((is))~~ **was** contingent upon **Immunex's** satisfaction with commitments by local governments to make certain public improvements to transportation access facilities serving the site and surrounding area. Satisfied with those commitments, Immunex subsequently purchased the property at Terminal 88 from the Port of Seattle on April 29, 1998.

1.5 The parties to this Agreement have developed a multi-jurisdictional funding mechanism to finance transportation access improvements to Terminal 88 and the surrounding area. The improvements consist of construction of a grade-separated access **ramp crossing four main line Burlington Northern railroad tracks** at West Galer Street serving marine terminals 88, 89, 90, and 91 (the "Project"). The total estimated cost of the Project is ~~((Twelve))~~ **Eighteen** Million ~~((Five))~~ **Nine** Hundred Thousand ~~((dollars))~~ **Dollars** ~~(((\$12,500,000))~~ **18,900,000**). The City has appropriated approximately One Million Three Hundred Thousand dollars (\$1,300,000) to start Project design and commence the environmental review process. The City, in Ordinance 118528, **as amended by Ordinance 119084**, ~~((has))~~ authorized the sale of general obligation bonds and ~~((has))~~ **also in that ordinance** appropriated Four Million dollars (\$4,000,000) to carry out the Project on the condition that the City ~~((will))~~ **would** not proceed with the construction phase of the Project until the Director of Seattle Transportation **certifie((s))d**, by letter to the President of the City Council, that **Immunex had((s))completed** construction of utilities and site work for its Terminal 88 project. ~~((Design and engineering for the Project are scheduled to be completed by the third quarter of 1998~~

~~and construction is scheduled to begin promptly after Immunex has completed construction of utilities and site work for its Terminal 88 project.~~) The City, in Ordinance 119630, authorized the sale of additional general obligation bonds, for purposes including the Project, in an amount not to exceed the maximum outstanding principal amount of Ninety Million Dollars (\$90,000,000). Proceeds from these bonds are authorized to be used for, among other things, the purposes of paying all or part of the costs of designing, constructing and acquiring property for the West Galer Street Grade Crossing Project, as well as other projects. As of December 7, 1999, approximately \$8 million in bonds have been issued for the Project. Furthermore, pursuant to Ordinance 119817, the City accepted the terms of the Performance Guarantee referenced in Section 1.9 of this Agreement rather than the certification process required under Ordinance 118528.

1.6 The City and Port have secured a One Million ~~((dollar))~~ Dollar (\$1,000,000) ISTEPA Grant. The City ~~((is actively pursuing))~~ has secured a Three Million dollar (\$3,000,000) Economic Development Administration ("EDA") Grant. In addition to the above amounts, the City has agreed to contribute ~~((Four))~~ Ten Million ~~((Eight))~~ One Hundred ~~((Nineteen))~~ Thousand ~~((Five Hundred dollars))~~ Dollars ~~(((\$4,819,500))~~10,100,000) to the Project; the County has agreed to contribute Three Million Two Hundred Thousand ~~((dollars))~~ Dollars (\$3,200,000) to the Project; and the Port has agreed to contribute One Million Six Hundred Thousand ~~((dollars))~~ Dollars (\$1,600,000) to the Project and to allow, pursuant to a future agreement between the Port and the City, the use of rights-of-way or other property rights required for construction, operation and maintenance of the Project.

New section 1.7 After a detailed review, the City has significantly redesigned the Project to address several technical difficulties and concerns from the Magnolia community with the original conceptual design for the Project. The new design requires the purchase of additional right of way to make way for the Project. The City and the Port have agreed to increase their contributions to pay for this resulting increase in the cost of the Project.

Former Section 1.7 is renumbered Section 1.8 As part of the EDA Grant, the City and Immunex are required to negotiate an Employment Plan. Such a Plan has been negotiated (see Exhibit 2 to the Agreement) and the County's financial support for the Project is provided in consideration of the City undertaking its obligations pursuant to Section 6.1 below.

New Section 1.9 The EDA Grant must be fully expended by October 1, 2002, the end of the Federal fiscal year, or the full grant must be returned to the U.S. Treasury. To meet this deadline, the City, County and Port are now considering the commencement of construction of th Project prior to completion by I of the utilities and site work on the Property. To facilitate the commencement of Project construction, and as inducement or the City to begin such construction, Immunex has amended with the City, County and Port to provide a \$6 million Performance Guaranty, attached hereto as Exhibit A to the Addendum and incorporated herein by this reference

“Guaranty”, to the City, the County and the Port, guaranteeing that Immunex will construct the utilities and site work as defined and described in the Agreement and Exhibit 1 to the Agreement, upon the terms and conditions of the Guaranty. “Completion of utilities and site work” means, for purposes of this Agreement, the completion of all tasks listed in Exhibit 1 to this Agreement, as defined and described in such exhibit and this Agreement. The Guaranty will be executed by Immunex, the City, County and Port, and recorded with the King County Division of Records and Elections upon the execution of this First Addendum.

Former Section 1.9 is renumbered Section 1.10.

New Section 1.11 The parties recognize that concerns for vehicular safety and the slowing rail movement of commuters and freight may require the closure of Galer Street at Elliott Avenue. The parties also recognize the community's interest in access to the North Elliot Bay and Smith Cove waterfront. As a condition of the Port providing the additional One Million Dollars (\$1,000,000) to the Project as specified in the Addendum, The City agrees to study the possible closure of Galer Street, with attention to safety, traffic congestion and public access to the North Elliot Bay and Smith Cove waterfront, and to identify measures that mitigate any loss of access if Galer Street were to be closed. The Port agrees to join the City in seeking supplemental funding for the study from Sound Transit and the railroads. The City agrees to confer with the Port, Sound Transit, the railroads, and the surrounding neighborhoods in conducting the study. The City agrees to complete the study no later than December 31, 2000, unless a later date of completion is agreed to in writing by the Port.

2. The following sections of ARTICLE 2 – THE PROJECT, of the Agreement are amended to read as follows:

2.1 The Project is to construct a grade-separated access ramp over the main-line Burlington Northern railroad tracks at approximately West Galer Street onto an access road leading to marine terminals 88, 89, 90, and 91. The ramp is intended to improve access and allow for the reduction of vehicle/train conflicts and delays caused by train movements at West Galer Street. The ramp is intended to improve emergency vehicle access and facilitate expansion of existing businesses and the development of an additional 29 acres that are currently vacant. The total cost of design and construction of the Project is estimated to be Eighteen Million Nine Hundred Thousand Dollars (~~Twelve Million Five Hundred Thousand dollars~~) (~~(\$((12,500,000)))~~) 18,900,000, including ~~One~~ Two Million ~~One~~ Four Hundred Thousand ~~(dollars)~~ Dollars (~~(\$((1,100,000)))~~) 2,400,000 of preconstruction costs, ~~and~~ approximately ~~Eleven~~ Five Million ~~Four~~ Three Hundred Thousand ~~(\$((11,400,000)))~~ 5,300,000 for right-of-way acquisition, Ten Million Seven Hundred Thousand Dollars 10,700,000 for ~~and~~ construction and Five Hundred Thousand \$500,000 for the cost of issuing bonds, interfund loan interest, and meeting the requirements of the Endangered Species Act. Included within the Project are all authorized costs related to the planning,

oversight, administration, design, engineering, acquisition, financing and construction of the Project, including overhead.

2.2 ~~The City shall cause the certification referenced in Section 1.5 above to be delivered to the City Council President within forty five (45) days after Immunex has completed construction of utilities and site work for its Terminal 88 project. “Construction of utilities and site work” means, for purposes of this Agreement, completion of all the tasks listed in Exhibit 1 hereto. Unless the City has been unable, despite diligent efforts, to obtain all required permits and approvals for the Project, the City shall commence construction of the Project within sixty (60) days after such certification is delivered, but such commencement may be delayed until sixty (60) days after the earlier to occur of (a) the date the County agrees with the correctness of the certification if the County has disputed it, as described in Section 3.3 below or (b) the date the arbitrators finally determine the correctness of the certification if the County has disputed it and the City and County have not resolved the dispute, as described in Section 7.2(b) below.~~ Once the Guaranty has been recorded with the County, and the Port, the City and the County have approved and executed this First Addendum, the City may proceed with construction of the Project. Once construction of the Project commences, the City shall diligently pursue construction and shall cause the Project to be completed within ~~((sixteen))~~ twenty-four((16))(24) months from the ~~((date when))~~ commencement of construction ~~((is required to commence under this Section 2.2,))~~, unless work is terminated pursuant to Section 2.3 below.

3. The following sections of ARTICLE 3 –TERM/TERMINATION, of the Agreement are amended to read as follows:

~~3.3.3~~ The County will be obligated to contribute funds to the Project as set forth in this Agreement ~~((if and))~~ upon the ((only if) approval and execution of this First Amendment by all parties thereto. ((the Director of Seattle Transportation transmits to the City Council President the certification referenced above in Section 1.5. The City agrees to provide the County written notice at least thirty (30) days prior to the day such certification is expected to be signed. The County will have 14 days following the day the certification is signed and prior to its being forwarded to the President of the City Council to dispute with particularity the correctness of the statements made in the certification. If the County does so dispute, the certification may be forwarded to the President of the City Council, but the correctness of the statements made in the certification will be subject to the dispute resolution process described in Section 7.2(b) below. If, pursuant to Section 7.2(b), the arbitrators determine that the City’s certification was, or is at the time of the arbitration, materially correct, the County shall comply with its obligations under Section 4.2. If, pursuant to Section 7.2(b) and after taking into account activities during the cure period provided therein, the arbitrators finally rule in favor of the County and determine that the City’s certification was and remains incorrect in one or more material respects, the County’s financial obligations to contribute to the Project may be canceled by action of the County Council. In that event the City may proceed with the Project or may discontinue or choose not to commence work on the Project, at the City’s option.))

4. The following sections of ARTICLE 4 – PARTIES' FINANCIAL RESPONSIBILITY, of the Agreement are amended to read as follows:

4.1 The Port agrees to contribute One Million Six Hundred Thousand ~~((dollars))~~ Dollars (\$1,600,000) to pay a portion of local Project costs. One Million One Hundred Thousand Dollars (\$1,100,000) of said funds are to be made available to the City within thirty (30) days after the City commences construction of the Project. The remaining balance. Five Hundred Thousand Dollars (\$500,000) shall be paid by the Port to the City by no later than June 30, 2001. "Local Project costs" are those currently anticipated costs of the Project not expected to be paid by the Four Million dollars (\$4,000,000) of currently available grants. Total "local Project costs" are ~~((Eight))~~ Fourteen Million ~~((Five))~~ Nine Hundred Thousand ~~((dollars))~~ Dollars ~~(((\$8,500))~~ 14,900,000.

4.3 The City agrees to contribute ~~((Four))~~ Ten Million ~~((Eight))~~ One Hundred ~~((Nineteen))~~ Thousand ~~((Five Hundred dollars))~~ Dollars ~~(((\$4,819,500))~~ 10,100,000 of its own funds to pay a portion of local Project costs, plus any additional funds beyond the amounts agreed to be contributed by the County and the Port, which are necessary to complete the Project.

4.5 If the Project is completed and any Project funds contributed by the parties hereto remain unexpended, treating such funds as the first spent, such funds shall be refunded to the parties in accordance with each party's proportionate funding contribution, as follows: the City shall receive ~~((fifty-six (56))~~ sixty - nine percent (69%) of such funds, the County shall receive ~~((thirty-eight (38))~~ twenty - three percent (23%) of such funds, and the Port shall receive ~~((six (6))~~ eight percent (8%) of such funds.

New Section 4.6: If Immunex or another party that has succeeded to Immunex's obligations under the Guarantee fails to perform the Guaranteed Obligations and pays to the City all or part of the \$6 million owed thereunder, the City shall promptly pay to the County and to the Port, each respectively, a proportion of the money received under the Guarantee that is equal to the proportion of the sum of City, County and Port money expended for Project costs that were contributed by the Port and the County, respectively, and the City shall retain the remainder of the money: provided that if the Port has succeeded to Immunex's obligations under the Guarantee and fails to perform the Guaranteed Obligations and pays to the City all or part of the \$4,400,000 owed thereunder, the City shall promptly pay to the County a proportion of the money received under the Guarantee that is equal to the proportion of the sum of City and County money expended for Project costs that were contributed by the County, and the City shall retain the remainder of the money: provided further that if the Port has succeeded to Immunex's obligations under the Guarantee and subsequently fails to perform the Guaranteed Obligations, the Port shall be entitled to no payment from the City.

Former Section 4.6 is renumbered Section 4.7

Former Section 4.7 are renumbered Section 4.8.

7. The following sections of ARTICLE 7 – MISCELLANEOUS PROVISIONS of the Agreement are amended to read as follows:

7.2 The designated representatives shall use their best efforts to resolve disputes between the parties. If these individuals are unable to resolve a dispute, the responsible department directors shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the chief executive officer of each party or his or her designee. The parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or **any** other forum.

~~(b) Any claim or dispute between the City and the County relating to the certification referred to in Sections 1.5 or 3.4 or the Guaranty referred to in Section 1.8.1 which is not resolved within thirty (30) days after the County's objection shall be submitted in writing by the parties to a formal dispute resolution process as described below, and throughout the process the City and the County shall proceed in a timely manner and in good faith to resolve such claims or disputes based on accurate and shared information:~~

~~1. Arbitration~~

~~Within ten (10) days after the last conference meeting or final exchange of written positions, the City and the County shall initiate binding arbitration in accordance with the following provisions and RCW 7.04 (or any successor provision thereto) or any other method of arbitration mutually agreed to by the City and the County.~~

~~2. Generally~~

~~All such arbitration shall be conducted before a panel designated in the manner hereinafter provided (the "Panel"). Except as specifically provided for herein, all such arbitration shall be conducted in the City in accordance with the rules of the American Arbitration Association, and the decision of the Panel shall be final and binding upon the Parties. The issues before the Panel shall be limited to those particular items to which the County timely objected under Section 3.3. The costs of the arbitration shall be shared by the City and the County in equal shares.~~

~~3. Panel~~

~~The Panel shall consist of three (3) persons selected by the City and the County from a list of fifteen (15) construction experts or professionals, which list shall be furnished by the Seattle Chapter of the American Arbitration Association, unless the number of persons on the Panel, or the qualifications of the individuals on the list, are otherwise mutually agreed to by the City and the County. The~~

First Addendum to Transportation Access Improvement Interlocal Cooperation Agreement - Page 7

~~Panel shall consist of persons who are acceptable to the City and the County. In the event that within fifteen (15) days after the submission of a dispute to arbitration, the City and the County have been unable to agree on a Panel, then representatives of the City and the County shall meet within ten (10) days and the following procedures shall be applicable: The City shall strike the name of a person on the list. Within fifteen (15) minutes thereafter, the County shall strike a name from the list. At no more than fifteen (15) minute intervals thereafter, each party shall strike a name from the list. If any party fails to strike a name within the allotted time period, it shall forgo its turn to strike a name. The last three names on the list shall constitute the Panel.~~

~~4. **Hearing Date**~~

~~On appointment of the Panel as provided above, the Panel shall hold a hearing within twenty (20) days after the appointment of the Panel.~~

~~5. **Pre Hearing and Hearing**~~

~~At least ten (10) days prior to the hearing, the Parties shall meet and exchange exhibits and pre-hearing statements and stipulate and agree on non-disputed facts. No exhibit shall be admitted unless listed on the pre-hearing statement and exchanged between the Parties. No witness may be presented unless indicated on the pre-hearing statement or unless produced for rebuttal purposes. Prior to or at the hearing, the Parties shall submit memoranda not to exceed twenty five (25) pages outlining the relevant issues for the Panel. At the hearing, the laws of evidence of the State shall apply, and the Panel shall allow each party to present that party's case, evidence and witnesses. It shall be the County's responsibility in the first instance to provide the Panel with evidence in support of the particulars of the County's objections.~~

~~6. **Decision**~~

~~The Panel shall render its decision in writing within thirty (30) days of the conclusion of the hearings. In rendering its decision the Panel shall have full authority to construe and apply the terms of this Agreement, but shall have no authority to add to, or subtract from or otherwise modify or amend the terms of this Agreement. The Panel shall decide that either (a) Immunex has completed construction of those parts of the utilities and site work for its Terminal 88 project that the County in its objection said were not complete, or (b) it has not. If the Panel determines that Immunex has not completed construction of utilities and site work for its Terminal 88 project, the Panel shall further state in what respects that work is incomplete, and, a cure period of ninety (90) days shall follow the Panel's decision. If at the end of that cure period the County does not agree that Immunex has completed the items the Panel found to have been incomplete, the question shall again be submitted to the Panel (with a replacement chosen as set forth in paragraph 3 above for any member of the original Panel who is not able to participate in a hearing within thirty (30) days after the end of the cure period) for the Panel's final decision, which decision shall be rendered within forty five (45) days of the end of the cure period.~~

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~~7. Finality of Decision - The decision of the majority of the arbitrators after any cure period shall be final and binding on the City and the County.~~

Except as provided in this Addendum, all other terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to be effective as of the day and year first written above.

Approved as to form:
Mark Sidran, Seattle City Attorney

By: Ted Inkeley
Assistant City Attorney

Date: _____

119817

Approved as to form:
Norm Maleng,
King County Prosecuting Attorney

By: Robert I. Strick
Deputy Prosecuting Attorney

Date: 6-8-00

City of Seattle,
PAUL SCHELL, Mayor

By: Paul Schell

Date: JUNE 5, 2000
By authority of Ordinance

County of King,
RON SIMS, King County Executive

By: Donald Sims

By authority of Motion

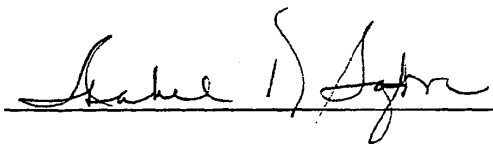
Date: June 6, 2000

First Addendum to Transportation Access Improvement **Interlocal** Cooperation
Agreement – Page 9

Approved as to form:
Port of Seattle Legal Department
Director

Port of Seattle
M.R. DINSMORE, Executive



By: 

Senior Port Counsel

By:

By authority of Resolution

Date: June 19, 2000

Date: 6-16-00

PEFORMANCE GUARANTY

THIS PEFORMANCE GUARANTY ("Guaranty"), dated as of _____, 1999, is made by IMMUNEX CORPORATION, a Washington corporation ("Immunex"), for the benefit of THE PORT OF SEATTLE, a municipal corporation of the State of Washington ("Port"), THE CITY OF SEATTLE ("The City"), and KING COUNTY ("County").

RECITALS

A. Immunex owns certain real property it acquired from the Port in 1998, known as Terminal 88, Seattle, Washington and more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference ("Property"). Immunex intends to construct its new research and development center on the Property.

B. The Purchase and Sale Agreement between the Port and Immunex ("Purchase and Sale Agreement") was contingent upon Immunex's satisfaction with commitments by local governments to make certain public improvements to transportation access facilities serving the Property and surrounding areas. Satisfied with those commitments, Immunex subsequently purchased the property at Terminal 88 from the Port of Seattle on April 29, 1998. Under the Purchase and Sale Agreement, the Port retained a Right of First Opportunity to repurchase the Property from Immunex in the event Immunex decides to sell the Property prior to developing its new research and development center (hereinafter, "Right of First Opportunity").

C On or about March 18, 1998, the Port, The City and the County entered into that certain Transportation Access Improvement Interlocal Cooperation Agreement ("Interlocal Agreement") pursuant to which the City conditionally agreed to construct certain transportation access improvements to Terminals 86, 88, 89, 90 and 91 and the surrounding

area (the "Project"). Pursuant to the Interlocal Agreement, the Port and the County agreed to contribute certain funds and other resources to the Project.

D. The City, County and Port are now considering commencing construction of the Project prior to completion by Immunex of the utilities and site work on the Property, and the Port and the County will enter into an addendum to the Interlocal Agreement ("Addendum"), substantially in the form of EXHIBIT B attached hereto, with the City in order to induce the City to among other things, commence construction of the Project.

E. As further inducement for the City to commence construction of the Project, at the City's request Immunex has agreed to guarantee to the Port, The City and the County that it will perform the construction of the utilities and site work, upon the terms and conditions of this.

NOW, THEREFORE, in consideration of the City's commencement of construction on the Project prior to Immunex's completion of utilities and site work, and of the parties to the Interlocal Agreement entering into the Addendum thereto, Immunex makes the following agreements:

1. Guarantee

Immunex guarantees to the Port, The City and the County that Immunex will complete the construction of "utilities and site work," as defined and described in the Interlocal Agreement, and Exhibit One (1) thereto, as amended by the First Addendum to such Interlocal Agreement or any later amendment or extension to that agreement (hereinafter, the "Guaranteed Obligations"), not later than December 31, 2003. If Immunex does not complete the Guaranteed Obligations by December 31, 2003, and if the Project has been completed by that date, Immunex shall pay to the City, not later than thirty (30) days after the deadline for completion of the Guaranteed Obligations (which deadline is December 31, 2003, or such later date to which the time for performing the Guaranteed Obligations shall have been extended pursuant to the terms of this Guaranty), the sum of Six Million Dollars (\$6,000,000) in cash or immediately available federal funds; the City thereafter shall promptly reimburse the County and Port if and to the extent required by the formula set forth in Section 4.6 of the Interlocal Agreement, as amended by the First Addendum thereto or any later amendment or extension to that agreement. Notwithstanding any other language to the contrary, further amendments or extensions to the Interlocal Agreement or to Exhibit One (1) thereto will not affect Immunex's obligations as to the description of utilities and site work which must be completed to meet the Guaranteed Obligations herein, if such utilities and site work is performed by Immunex rather than by a successor obligor.

2. Termination

This Guaranty shall terminate automatically upon the earlier to occur of the dates on which (i) the Director of Seattle Transportation certifies, by letter to the President of the City Council, that Immunex has completed the Guaranteed Obligations as defined and described in the Interlocal Agreement and Exhibit One (1) thereto, as amended by the First Addendum to such Interlocal Agreement or any later amendment or extension to that agreement (hereinafter, "Interlocal Agreement, as amended"), or (ii) the Interlocal Agreement, as amended, has been terminated or has expired without the Project having been completed. In such event, the City shall promptly confirm in writing to Immunex that this Guaranty is no longer of any force or effect.

3. Covenant; Successors and Assigns

This Guaranty is a personal obligation of Immunex unless and until transferred so that it becomes a personal obligation of a successor obligor as provided in section 4 below, and shall also be recorded and shall pertain to and run with the land legally described in Appendix A hereto and shall be binding upon Immunex, its transferees, successors in interest and assigns, including any subsequent transferee of the Property; and shall inure to the benefit of the Port, The City and the County and their respective heirs, personal representatives, transferees, successors in interest and assigns.

4. Subsequent Purchasers; Deadlines

If the Port exercises its Right of First Opportunity as provided in the Purchase and Sale Agreement, the Port thereupon shall assume the obligations of Immunex pursuant to this Guaranty (including but not limited to the Guaranteed Obligations), provided that the Port's monetary obligation under this Guaranty shall be limited to a total of Four Million, Four Hundred Thousand Dollars (\$4,400,000), and further provided that the Port shall receive no reimbursement from the City pursuant to Section 4.6 of the Interlocal Agreement, as amended. If the Port exercises such Right of First Opportunity, then the Port must complete the Guaranteed Obligations not later than December 31, 2005, provided that if the Port leases the property to a lessee before December 31, 2003, the Port shall be obligated to complete the Guaranteed Obligations not later than two years following the commencement of that lease term. If within two years after the commencement of that lease term but before December 31, 2003 the Port leases the Property to a subsequent lessee, the time for the Port's completion of the Guaranteed Obligations shall be extended to a date not later than two years following the commencement of that subsequent lease term; provided further that in no event shall the deadline for the Port to complete the Guaranteed Obligations be later than December 31, 2005, unless a later date is agreed to in writing by the City and the County.

5. Costs and Fees

Immunex agrees to pay the City the Port and the County any and all costs, expenses and reasonable attorneys fees that may be incurred by them or any of them in connection with the attempted collection or enforcement of this Guaranty against Immunex, including but not limited to reasonable attorneys' fees and costs, as well as such fees and costs in any pre-trial, trial, post-trial, appeal, and bankruptcy proceedings. Any successor obligor under this Guaranty also shall agree to pay and shall pay the City, the Port and the County such costs, expenses and reasonable attorneys fees with respect to the attempted collection or enforcement of this Guaranty against that successor obligor.

6. Force Majeure

If, due to events reasonably beyond Immunex's control (other than financial inability), Immunex cannot perform any of its obligations, or is delayed in such performance, the time provided for performing such obligations shall be extended for a period of time equal to the delay directly attributable to such events. Events beyond Immunex's control include, but are not limited to, acts of God (including earthquake), war, civil commotion, labor disputes, strikes, fire, flood and other casualty, shortage of materials needed to complete the utilities and site work as defined in Section 1 herein, and governmental regulation or restriction.

7. Governing Law

This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington.

8. Time of the Essence

Time is of the essence of each and every obligation contained in this Guaranty. If the Guaranteed Obligations are not satisfied within the time frames set forth above, the City, the County, the Port or any of them may enforce this Guaranty, including the filing and

prosecution of any legal action deemed necessary by them or any of them to obtain payment of the funds as described in sections 1, 3 and 5 above or otherwise to enforce this Guaranty.

IMMUNEX CORPORATION,
A Washington Corporation

By _____
Print Name: _____
Title: _____
Date: _____

THE PORT OF SEATTLE,
A Municipal Corporation of the State of Washington

By: _____
Print Name: _____
Title: _____
Date: _____

THE CITY OF SEATTLE,
A Municipal Corporation of the State of Washington

By: _____
Print Name: _____
Title: _____
Date: _____

THE COUNTY OF KING,
A Political Subdivision of the State of Washington

By: _____
Print Name: _____
Title: _____

PORT ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the PORT OF SEATTLE, the public body that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said public body, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(seal or stamp)

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires _____
PRINT NAME: _____

CITY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of THE CITY OF SEATTLE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument,
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(seal or stamp)

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires _____
PRINT NAME: _____

COUNTY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, _____ before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of the COUNTY OF KING, the political subdivision of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said political subdivision for the uses **and** purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument. WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(seal or stamp)

NOTARY PUBLIC in and for the State of
Washington residing at _____
My commission expires _____
PRINT NAME: _____