

RESOLUTION NO. 3559, as Amended

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Chief Executive Officer to execute an Interlocal Agreement with Sound Transit to establish real property, financial, operational, permitting and construction arrangements for construction of the Airport Link Project at Seattle-Tacoma International Airport

WHEREAS, both the Port of Seattle (“Port”) and Sound Transit (“ST”) have authority to develop and construct certain transportation facilities in the King County region;

WHEREAS, the Port owns and operates Seattle-Tacoma International Airport (Sea-Tac Airport),

WHEREAS, ST is developing and constructing the “Airport Link Project” which is a continuing segment of the Central Link Light Rail System and will bring light rail service to Sea-Tac Airport;

WHEREAS, the Port and ST desire to establish a cooperative agreement to identify and allocate their respective responsibilities for development, environmental review, and construction of the Airport Link Project and other Port capital projects to accommodate its construction;

WHEREAS, the Interlocal Cooperation Act, Chap. 39.34 RCW enables both the Port and ST to enter into a Memorandum of Agreement (MOA) to allow for the real property, financial, operational, permitting and construction arrangements for construction of the Airport Link Project at Sea-Tac Airport.

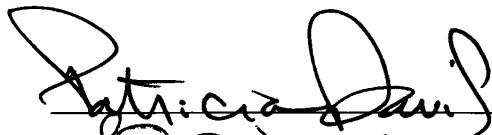
NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that:


Section 1. The Chief Executive Officer, or his designee, is to execute the MOA for the Sound Transit Central Link Light Rail Airport Link Project in substantially the form attached hereto as Exhibit "A" and incorporated herein by this reference.


Section 2. The Chief Executive Officer, or his designee, is authorized to take all necessary actions to fulfill the terms of the MOA.

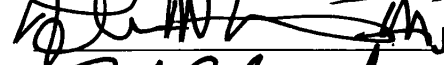
Section 3. A copy of the final executed MOA shall be attached to this Resolution as Exhibit "B" and incorporated by this reference.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 11th day of April, 2006, and duly authenticated in open public session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.


PATRICIA DAVIS


LLOYD HARA


ALEC FISKEN


JOHN CREIGHTON



BOB EDWARDS
Port Commission

EXHIBIT "A"
to Resolution No. 3559, As Amended

MEMORANDUM OF AGREEMENT

for

SOUND TRANSIT CENTRAL
LINK LIGHT RAIL AIRPORT LIGHT RAIL AND ROADWAYS PROJECT

between

PORT OF SEATTLE

and

SOUND TRANSIT

Date: [-----]

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MEMORANDUM OF AGREEMENT

This Agreement ("Agreement") is entered into by and between the PORT OF SEATTLE, a Washington Municipal Corporation ("Port"), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Sound Transit"), a regional transit authority. For and in consideration of the mutual covenants contained herein, the Port and Sound Transit do hereby agree as follows regarding the Sound Transit Central Link Light Rail Airport Link Light Rail Project.

RECITALS

- A. The Port is a Washington Municipal Corporation incorporated under the laws of the State of Washington, with authority under Chapter 53.04 to and enter into development and right-of-way agreements for the development of rail and air transfer facilities.
- B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.030).
- C. On November 5, 1996, central Puget Sound area voters approved local funding for Sound Move, the ten-year regional transit system plan. Sound Move includes three new types of regional transportation; light rail, commuter rail, and a regional express bus/HOV system, which will be integrated with local transit systems and use a single or integrated regional fare structure.
- D. One component of Sound Move is the Central Link Light Rail System ("Central Link"), an electric light rail project connecting some of the state's largest employment and education centers, highest density residential areas, and highest regional transit ridership areas.
- E. One segment of Central Link is the 1.7 mile light rail connection to the Airport as designated by Sound Transit and as further described in this Agreement.
- F. The Port owns and operates real property and other infrastructure improvements where Sound Transit proposes to locate portions of its facilities.
- G. As described in this Agreement, the Port will convey to Sound Transit all necessary easements over, on, across and through Port real property to allow Sound Transit to construct, operate, and maintain its facilities within a "Light Rail Transit Way" as defined in this Agreement.
- H. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform

Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the "Federal Regulations").

- I. The U.S. Department of Transportation Federal Transit Administration ("FTA") and Sound Transit completed an Environmental Impact Statement for the entire Central Link Light Rail Project in November 1999. On November 18, 1999, the Sound Transit Board of Directors approved the alignment for construction of the Central Link Light Rail System from 200th Street south of the Airport to Northgate in Seattle. ST Board Resolution R99-34. The Tukwila Freeway Route Final Supplemental EIS was issued November 16, 2001 ("Tukwila SEIS") and Sound Transit also issued a SEPA Addendum for the Initial Segment on November 16, 2001. On November 29, 2001, the Sound Transit Board adopted the Initial Segment from downtown Seattle to the Tukwila International Boulevard Station. ST Board Resolution R2001-16. An Environmental Assessment for the Initial Segment was issued on February 5, 2002. The FTA issued an Amended Record of Decision ("ROD") on May 8, 2002. The ROD states the FTA's decision, identifies the alternatives considered by the FTA in making its decision, and concludes that the federal environmental process is complete for the Initial Segment of Central Link Light Rail Transit project. On May 26, 2005, the Airport Link Environmental Assessment/SEPA Addendum was issued, providing additional information for the Project from South 154th Street in the City of Tukwila to the Seattle-Tacoma International Airport and to South 200th Street in the City of SeaTac. On July 14, 2005, the Sound Transit Board selected the Airport Link Project alignment and stations. ST Board Resolution R2005-16. On September 13, 2005, FTA issued a ROD for the Project. On June 30, 2005, the Port of Seattle issued a SEPA Determination of Non-Significance for the South 160th Street Loop Ramp project.
- J. Both Parties recognize the importance of including a light rail connection to the Airport in the regional transit system plan, the asset it represents, and have mutually concluded that it is feasible to extend the Initial Segment to the Airport by the end of 2009. Both parties will work in a collaborative effort to resolve all of those assumptions and risks to ensure that the Light Rail System begins operations at the Airport by the end of 2009.
- K. The Parties acknowledge that third parties, including the airlines, will be providing limited funding for the projects described in this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, the Parties hereto agree to the terms and conditions as follows:

1 Definitions

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their

ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and shall include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. “Agreement” means this Memorandum of Agreement approved by appropriate action of the Port and of Sound Transit.

1.2 Airport. “Airport” means the Seattle Tacoma International Airport owned and operated by the Port and located at 1500 S 184th Street, in the City of SeaTac, Washington, legally described as King County Tax Parcel Number 282304-9016.

1.3 Airport Light Rail and Roadways Project. “Airport Light Rail and Roadways Project” or the “Project” means the combined Sound Transit and Port capital improvements described in Exhibit “A.”

1.4 Airport Link Light Rail. “Airport Link Light Rail” means the light rail extension from South 154th Street to the SeaTac/Airport Station described in Exhibit “A.”

1.5 Burdened Labor Rate. “Burdened Labor Rate” means (i) for Port and Sound Transit employees, the employee hourly rate, including fringe benefit burdens and an allocation of agency overhead, where agency overhead will be allocated in a manner that is consistent with each agency’s overhead allocation methodology used to value internally constructed projects as presented within their annual audited financial statements; or (ii) for consultants, the actual hourly rate (without any additional Party-imposed burdens or overhead allocations) charged by the particular consultant, as determined from the agreement between the Party and the particular consultant. Other than changes in costs or underlying factors used to allocate costs (i.e. increase in number of full time equivalents), either Party is required to notify the other Party in the event of a change in their overhead allocation methodology used in calculating the burdened labor rate. Such notification shall occur sufficiently in advance to allow time for the other Party to evaluate and/or dispute the impact of such change.

1.6 Construction Management Manual. “Construction Management Manual” shall mean and refer to the Construction Management Manual prepared by the Parties pursuant to Section 11.1.11.

1.7 Contract Packaging. “Contract Packaging” means the assignment of the overall Project scope to a series of construction contracts that are expected to be awarded by the Parties to deliver the Project, as described herein or mutually agreed. The scope of individual construction contracts may be refined as mutually agreed by the Parties.

1.8 Contract Package. “Contract Package” means a construction contract that is expected to be awarded by the Parties to deliver a portion of the Project. The scope of individual construction contracts may be refined as mutually agreed by the Parties.

1.9 Direct Construction Costs. “Direct Construction Costs” means those costs associated with the physical construction of the Project or any portion thereof. Direct construction costs will generally be competitively procured, however each Party may, subject to the consent of the other Party, physically construct portions of the Project with its own employed labor and equipment.

1.10 Discretionary Change. “Discretionary Change” means any change to the Project that is avoidable and not required for completion of the Project, but rather is proposed by either Party to improve or modify the Project.

1.11 Emergency. “Emergency” means, except as otherwise provided, a sudden, unexpected occurrence or set of circumstances demanding immediate action.

1.12 Environmental Documents. “Environmental Documents” means the documents prepared under the State Environmental Policy Act (SEPA), the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) for the Project.

1.13 Environmental Law. “Environmental Law” means any environmentally-related local, state or federal law, regulation, ordinance or order which is now or hereafter in effect.

1.14 Environmental Work Plan. “Environmental Work Plan” means the document, jointly developed by both Parties, that includes all requirements and responsibilities, including a provision for an environmental manager (EM), for oversight of environmental requirements for each Contract Package managed by each Party.

1.15 ESA – “ESA” means Endangered Species Act enacted by the federal government in 1973, as amended.

1.16 Estimate of Probable Cost. “Estimate of Probable Cost” means estimated bid amount for a Contract Package prepared by the Party responsible for administration of that Contract Package. Where the Contract Package includes work for both Parties, the development of the Estimate of Probable Cost is coordinated among both Parties and the total estimate amount shall be mutually agreed to by the Parties prior to finalization.

1.17 Final Construction Plans. “Final Construction Plans” means approved prints, stamped by a Professional Engineer licensed in the State of Washington showing in sufficient detail the proposed construction and specifications of the Project, including alignment drawings showing the exact limits of the Project, such that a Contractor could construct it.

1.18 Final Right-of-Way Plans. “Final Right-of-Way Plans” means approved prints all stamped by a Professional Engineer or Professional Land Surveyor licensed in the State of

Washington showing the proposed limits of the Light Rail Transit Way and legal descriptions mathematically tied to existing monumentation and easement areas.

1.19 Hazardous Substance. “Hazardous Substance” means any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Environmental Law.

1.20 Light Rail Transit Facility. “Light Rail Transit Facility” means a structure, rail track, equipment, maintenance base or other improvement related to a Light Rail Transit System, including but not limited to ventilation structures, traction power substation, Light Rail Transit Station and related passenger amenities, bus layover and inter-modal passenger transfer facilities, kiss-and-ride lot, and transit station access facilities.

1.21 Light Rail Transit System. “Light Rail Transit System” means a public rail transit line that operates at grade level or above or below grade level, and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.

1.22 Light Rail Transit Way. “Light Rail Transit Way” means the area in which Sound Transit shall construct, operate, maintain, and own a Light Rail Transit System in accordance with the terms and conditions of this Agreement, the general location of which is described and depicted on Exhibit “B.”

1.23 NEPA. National Environmental Policy Act enacted by the federal government in 1969, as amended.

1.24 Non-Discretionary Change. “Non-Discretionary Change” means any change to the Project that is unavoidable and required to complete the Project as designed.

1.25 North Airport Expressway. “North Airport Expressway” means a limited access multi-lane north and south bound roadway providing ingress and egress to the Airport connecting the Terminal roadways with State Route 518 from the north as generally depicted in Exhibit “B.”

1.26 North Expressway Relocation Phase I. “North Expressway Relocation Phase I” means the relocation of portions of the North Airport Expressway described in Exhibit “B.”

1.27 Parties. “Parties” means the Port of Seattle and the Central Puget Sound Regional Transit Authority.

1.28 Pedestrian Access. “Pedestrian Access” means any route, horizontal or vertical, that facilitates the movement of pedestrians during normal operations from the “Light Rail Transit System” to either the Airport Passenger Terminal or the City of SeaTac. Pedestrian access can be considered interim or permanent and consist of skybridges, elevators, escalators and isolated walkways as is feasible and necessary to install.

1.29 Other Costs. “Other Costs” means all other costs associated with the design and construction of the Project that are not Direct Construction Costs. Other Costs include, but are not limited to, amounts for: (i) architects, engineers, or other project professionals associated with the design or permitting of the Project, (ii) project management, (iii) construction management, (iv) any owned/rented facilities, supplies, tools and equipment supporting (but not physically used in the construction of) the Project, and (v) any staff, administration, insurance or overhead.

1.30 Reimbursable Soft Costs. “Reimbursable Soft Costs” are the following costs incurred by either Party in the administration and management of construction of a Contract Package including the work of both Parties:

1.30.1 Construction management expenses, including construction managers, resident engineers, inspectors, safety inspectors, and other persons performing document control, administration, environmental support, reprographics, trailer mobilization and demobilization, office equipment, supplies, furniture, communications, utilities, advertisement, postage/currier and janitorial.

1.30.2 Contract administration expenses, including contract administrators, project labor agreement administrators, and contract compliance administrators; provided, however, amounts within this subcategory shall not exceed six tenths of one percent (0.60%) of the Direct Construction Costs associated with the particular Contract Package without the prior written consent of the other Party.

1.30.3 Testing and inspection expenses, including special inspectors and laboratory sampling and analysis.

1.30.4 Surveying expenses, including surveyors and their crews.

1.30.5 Expenses associated with Airport Operations (Airport Administration) Project support, including Landside Operations construction coordinators, police officers and fire fighters; provided, however, amounts within this subcategory shall not exceed three and one-half tenths of one percent (0.35%) of the Direct Construction Costs associated with the particular Contract Package without the prior written consent of the other Party.

1.31 SeaTac/Airport Station. “SeaTac/Airport Station” or “Station” means the Light Rail Transit Facility located at the northeast corner of the parking garage on the west side of International Boulevard, just north of 176th Avenue South, to be configured as a center platform station with a mezzanine at the same elevation of the fourth level of the existing Airport parking garage.

1.32 SEPA. “SEPA” means the State Environmental Policy Act, Chap. 43.21C RCW.

1.33 South 160th Street Loop Ramp. “South 160th Street Loop Ramp” means a new multi-lane return-to-terminal loop ramp roadway system located south of the South 160th Street bridge and connecting with the North Airport Expressway described in Exhibit “A.”

1.34 4th Floor Improvements. “4th Floor Improvements” means improvements within the Airport Parking Garage and a Pedestrian Access Bridge between the Station and the Garage required to create a pedestrian access route from the Station to the Airport Terminal described in Exhibit “A.”

2 Purpose

The overall purpose of this Agreement is to confirm the common understanding by the Parties of the general terms and conditions that the Parties subscribe to that will make it possible for Sound Transit to extend the Light Rail Transit System to the Airport whereby the Parties will construct portions of the Project on behalf of each other as described below:

2.1 Record the intent of the Parties to work collaboratively to support the implementation of the Light Rail Transit System to the Airport prior to the end of year 2009.

2.2 Define and assign responsibility for capital improvements and any additional environmental review of the Project to be undertaken by the Parties in connection with the Project.

2.3 Define Sound Transit’s use of real property owned by the Port for the construction and operation of Light Rail Transit Facilities and determine the method of transfer and compensation for such property rights.

2.4 Establish funding, cost sharing and reimbursement responsibilities, schedule requirements, and risk sharing for capital improvements, real estate transactions, and environmental review in connection with the Project.

2.5 Establish program management objectives and management protocols to govern the coordination between the Parties during the design, permitting, construction, construction management, inspection and testing of the Project.

2.6 Provide an agreement to address specific aspects of Project development at each phase: design, permitting, construction, construction management, inspection, testing and Light Rail Transit System operations (e.g. operating liability issues, etc.)

2.7 Clarify liability responsibilities during construction of the Project on Port property including responsibilities for environmental contamination.

2.8 Clarify insurance responsibilities during and after completion of construction of the Project on Port property.

3 Cooperation, Good Faith Efforts and Responsibility for Quality of Work

3.1 The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise in the acquisitions, in identifying the parcels or property rights to be transferred, or with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

3.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

3.3 Each Party shall be responsible for the quality, technical accuracy, timeliness and coordination of all work product and services performed by such Party, its employees and consultants pursuant to this Agreement. All work product and services performed under this Agreement (specifically including design, construction management and contract administration) shall be performed in accordance with any professional or industry standards of care applicable to such work product and/or services, and in any event in no less than a commercially reasonable manner.

4 Project Descriptions and Linkages

The Project is comprised of the capital projects and implemented by Contracts Packages as described in and depicted on Exhibits "A" ("Contract Package Description") and "B" ("Contract Package Diagram").

5 SEPA/NEPA and ESA Compliance

5.1 Sound Transit and the Port are SEPA co-lead agencies, with Sound Transit as the nominal lead agency for purposes of compliance with the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"), regarding the Project, and the North Expressway Relocation Phase I and the 4th Floor Improvements Projects.

5.2 The Port was the lead agency for the purposed of compliance with SEPA for the Determination of Non-Significance for the South 160th St Loop Ramp project.

5.3 The Port agrees that the Project has been subject to full and complete procedural and substantive SEPA review through preparation and issuance of the following environmental documents, which taken together comprise the "Airport Light Rail and Roadways Project Environmental Documents":

- (a) Central Link Light Rail Transit Project Final EIS (November 1999);
- (b) Addendum to the Final EIS for the Initial Segment (November 16, 2001);

- (c) Tukwila Freeway Route Final Supplemental EIS (November 2001);
- (d) Initial Segment Environmental Assessment (February 2002);
- (e) Addendum to the TFR FSEIS (August 2004);
- (f) Environmental Assessment and Addendum (May 26, 2005); and
- (g) Record of Decision (September 13, 2005).

5.4 The Parties agree that pursuant to WAC 197-11-600, the Airport Light Rail and Roadways Project Environmental Documents will be used unchanged and will be sufficient for the review and decisions related to the Project, unless (i) there are changes to the Project that are likely to have significant adverse environmental impacts not previously analyzed or (ii) new information is discovered regarding the Project that reveals probable significant adverse impacts not previously analyzed.

5.5 Sound Transit and the Port shall share the responsibility for implementing the mitigation measures identified in the Record of Decision referenced in Section 5.3 with regard to the Airport Light Rail and Roadways, North Expressway Relocation Phase I, and 4th Floor Improvements Projects commensurate with the impact. The Port shall be responsible for implementing mitigation measures related to the South 160th Loop Ramp Project as identified in the Port of Seattle SEPA Determination of Non-Significance for the South 160th Street Loop Ramp project (June 30, 2005).

5.6 In the event that legal challenges are made to the Airport Light Rail and Roadway Project Environmental Documents, the Parties shall work jointly and collaboratively to respond to said legal challenges. Each party shall be responsible for the defense of and costs associated with legal challenges to environmental documents for which it acted as lead agency.

5.7 Sound Transit shall be responsible for Endangered Species Act compliance related to the North Expressway Relocation Phase I, the 4th Floor Improvements and Airport Link Light Rail projects. The Port shall be responsible for Endangered Species Act compliance related to the South 160th Loop Ramp.

6 Essential Public Facility Requirements

The Parties agree that the requirements of RCW 36.70A.200 regarding the siting and mitigation for essential public facilities are applicable to the Light Rail Transit Facilities referenced in this Agreement.

7 Design and Project Management

7.1 The Parties shall coordinate design responsibilities for each Contract Package in a collaborative unified approach and in accordance with the jointly developed Project Design and CADD Drawing Production Manuals.

7.2 The Parties shall design and construct the Project in accordance with all applicable federal, state and local standards, regulations and codes. The Parties acknowledge

that any Project work funded under any Federal Transit Administration grant will be subject to terms and conditions applicable to such a grant.

7.3 The Parties shall meet all Fire and Life Safety design requirements identified as requested by the City of SeaTac and Port Fire Departments and the multi-agency Fire/Life Safety Committee.

7.4 The Parties shall construct portions of the Project for each other and provide plans and specifications for incorporation into the appropriate Contract Packages. Each Party will use its respective master guide specifications; including administrative sections for each Contract Package they are responsible for managing.

7.5 The Parties shall complete the design in accordance with the approved baseline schedule, as shown on Exhibit "C," and shall proactively manage the Project and strive for on-time or early completion of all activities in order to create schedule flexibility. Each Party shall promptly notify the other if schedule milestones are projected to be delayed.

7.6 The Parties shall conduct design reviews for each Contract Package using the appropriate Design Review Process and prescribed procedures adopted by the Party responsible for managing the Contract Package under review. A minimum of fourteen (14) days shall be provided for the review of design documents by each Party.

7.7 The Parties shall establish a common construction cost estimating methodology including joint review of estimated quantities and pricing assumptions for Contract Packages that include both Port and Sound Transit Project elements. The Parties will jointly define contract bid items and measurement, payment and contractual terms. The Parties may engage an independent Consultant to lead both Parties cost estimating teams or prepare an independent Estimate of Probable Cost for these Contract Packages to support the consistent assignment of responsibility, validation of methodology and verification of pricing.

7.8 The Parties agree to jointly and collaboratively develop art and landscaping designs as determined by the appropriate art oversight committees, agency management and design teams incorporating the designs into the appropriate Contract Package.

7.9 The Parties shall mutually track all changes in designs, costs and schedule in accordance with the jointly developed change management process.

7.10 The Parties shall be responsible for coordinating with utility companies to relocate their utilities associated with and specifically required for each Parties portions of the Project.

7.11 Sound Transit agrees that maintaining Airport operations is critical during the construction of the Project and will, with the Port, collaboratively conduct constructability reviews, develop temporary roadway detours and design other temporary work necessary to maintain airport related traffic and safety to the traveling public.

7.12 Sound Transit shall assume responsibility for incorporating Port-approved environmental and permit compliance contract specifications and environmental work plans in their Contract Packages where construction activity conducted or managed by Sound Transit or their designated agent shall be accomplished on Port property. The Parties shall jointly prepare an Environmental Work Plan outlining all requirements and responsibilities, including a provision for an environmental manager for oversight of environmental requirements for each Contract Package they are managing.

8 Surface Water Management

8.1 The parties agree that while construction of the Project is underway on Port property, Sound Transit may detain and discharge storm water from the Project on Port property. However, from its point of entry onto Port property, this stormwater must comply with the terms of the Port's NPDES permit related to construction stormwater.

8.2 Sound Transit construction projects located off of Port property shall not discharge stormwater onto Port property.

8.3 The Port shall not discharge stormwater into storm water outfalls outside Port property that are managed by Sound Transit and regulated under its NPDES permit.

8.4 Sound Transit represents that the stormwater conveyance system for the Light Rail Transit Facilities shall be designed to not less than a 25 year full peak flow design storm. Based on this design storm criteria, Sound Transit represents that 100% of the stormwater from Light Rail Transit Facilities shall be conveyed from Port property to the City of SeaTac or the WSDOT surface water management system. The design criteria for the Airport Link Light Rail shall also comply with the King County Surface Water Design Manual, 2005 and the Department of Ecology Stormwater Manual.

8.5 Once the operation of Light Rail Transit Facilities begins, the parties do not intend for Sound Transit to use Port property to detain or convey any stormwater from the Light Rail Transit Facilities. However, except for the station ground plane area as shown on Exhibit "D," if storm water from the Light Rail Transit Facilities does enter Port property, the Port may either refuse to accept these discharges or may impose a reasonable SWM fee as provided for under the provisions of Section 8.9.

8.6 In addition to the indemnifications provided elsewhere in this Agreement, Sound Transit agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements for Port property, liabilities, fines, penalties, losses, costs and expenses (including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from stormwater discharges from the Project or Light Rail Transit Facilities entering Port property during the term of this Agreement and during the terms of the permanent easements located on Port property to accommodate the Light Rail Transit Facilities.

8.7 In addition to the indemnifications provided elsewhere in this Agreement, the Port agrees to defend, indemnify and hold Sound Transit free and harmless from any and all claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements, liabilities, fines, penalties, losses, costs and expenses (including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from storm water discharges from Port property entering the Project or Light Rail Transit Facilities during the term of this Agreement and during the terms of the permanent easements located on Port property to accommodate Light Rail Transit Facilities.

8.8 No Party will be required to indemnify, defend, or save harmless the other Party if the claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements, liabilities, fines, penalties, losses, costs and expenses are caused by the sole negligence of the other Party, or its contractors, or is related to the other Party's violation of its own approved permits. Such costs include but are not limited to: costs of permit revisions or other remedial activities; fines or penalties assessed directly against the Port, Sound Transit or other parties.

8.9 In the event that 100% of the stormwater discharges from the Light Rail Transit Facilities cannot be discharged to non-Port stormwater systems, and if the stormwater is discharged onto Port property, the Port may assess Sound Transit a reasonable surface water management (SWM) fee to compensate it for costs directly related to managing the discharges from Light Rail Transit Facilities. Any discharges from the Light Rail Transit Facilities onto Port property shall comply with the conditions of the Port's NPDES permit at the point of discharge onto Port property. As an alternative to assessing a reasonable SWM fee, the Port may refuse to accept any discharges from the Light Rail Transit Facilities and Sound Transit shall be responsible for conveying and detaining these discharges off Port property.

9 Environmental Management

9.1 Sound Transit acknowledges that contaminated materials or groundwater may be found during the course of all project work. Sound Transit realizes that remediation of these conditions may impact their work schedules and will not hold the Port accountable for these delays.

9.2 Sound Transit shall perform all construction activities associated with completion of its portion of the Project in compliance with all federal, state, and local laws, including Environmental Laws, and with the Environmental Work Plan. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property. Sound Transit shall not allow the existence in or about the Light Rail Transit Way of any Hazardous Substance in violation of any requirement contained in any applicable Environmental Law, and shall not allow the migration or release into adjacent surface waters, soils, underground waters or air of any Hazardous Substances from the Light Rail Transit Way in violation of any requirement contained any applicable Environmental Law. If Sound Transit is in violation of any requirement contained in any applicable Environmental Law,

Sound Transit shall promptly take such action as is necessary to mitigate and correct the violation.

10 Permits & Approvals

10.1 Except for the projects described in Section 10.2 below, Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits, approvals and licenses required for the construction, operation and maintenance of the Light Rail Transit Facilities, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the Port against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the Port in curing any such failures.

10.2 The Port, at its sole cost and expense, shall (1) secure and maintain in effect all federal, state and local permits, approvals and licenses required for the construction, operation, and maintenance of the North Expressway Relocation Phase I, South 160th Street Loop Ramp, and 4th Floor Improvements projects, including, building, health, and environmental permits and licenses and (2) indemnify Sound Transit against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by Sound Transit in curing any such failures. The parties agree that the Port will obtain the street use permit from the City of SeaTac for Sound Transit's aerial guideway as the Port obtains the same permit for the Port's Roadway Overpass at South 170th Street. The parties agree to share equally the cost of only the street use permit fee.

10.3 The Port shall be responsible for reaching an agreement with the City of SeaTac regarding permitting, permit fee distribution and inspection requirements allowing the Port to perform such activities as necessary for construction of portions of the Project.

11 Contract Packaging

11.1 The Parties have determined that the Project shall be constructed using the Contract Packages described in Exhibit "A" and as shown on Exhibit "B." The Party responsible for the contract administration and the work to be performed for each Contract package is identified within these two Exhibits. Both Parties acknowledge that modifications to the proposed Contract Packages or overall plan may occur by mutual agreement as provided in this Agreement.

11.1.1 Each Party shall administer and construct each Contract Package for which that Party is responsible as set forth on Exhibit "A."

11.1.2 Each Party be responsible for construction management for each Contract Package as set forth on Exhibit "A."

11.1.3 Each Party shall complete construction of each Contract Package in accordance with the approved baseline schedule shown on Exhibit "C" and shall promptly notify the other Party if schedule milestones are projected to be delayed.

11.1.4 Each Party shall consider approval of any request to accelerate Project construction if required to maintain or advance the schedule, whether proposed by the Contractor or by either Party, prior to accelerating the work.

11.1.5 Sound Transit shall provide the Port the authority to approve all construction traffic control plans where the Airport roadway system may be impacted in order to maintain Airport related traffic and ensure safety to the traveling public during construction of the Project. Plans shall be submitted a minimum of fourteen (14) days prior to the start of work or any revision to the construction work area.

11.1.6 Each Party shall provide all record drawings showing the final as built condition of the construction and right-of-way plans prepared in AUTOCAD in accordance with the Project CADD drawing production manual as promptly as possible, but no later than three months after substantial completion of each Contract Package. Each Party shall provide one set each of the as-built drawing in hardcopy on Mylar and in electronic format.

11.1.7 Each Party shall provide all necessary staff and consultant resources to work on their respective Contract Packages proactively, cooperatively and collaboratively and shall coordinate these resources efficiently and cost effectively to avoid unnecessary duplication of labors.

11.1.8 Each Party shall process contractor payment requests in a timely manner and in compliance with payment terms specified in contract documents.

11.1.9 Each Party shall issue appropriate change order documents to the contractor promptly if disputes arise between the Parties regarding responsibility for or allocation of costs and work to resolve the dispute in a manner that does not impede construction progress. If the Parties are unable to resolve the dispute, the dispute resolution process provided in this Agreement shall be followed.

11.1.10 Each Party shall delegate change order authority in the amount of \$75,000 and 20 percent (20%) change in unit bid quantities to the contracting Party's management team for non-discretionary changes pertaining to the other Party's work under Contract Packages the contracting Party is responsible for managing.

11.1.11 Both Parties shall jointly prepare a Construction Management Manual containing all standard operating procedures, protocols and policies required to be used by each agency, modified as necessary to comply with each Parties specific requirements, for the following: coordination of the work; communications; risk assessments; scheduling; safety and quality programs; material, product, process and shop drawing submittals reviews; requests for information responses; design bulletins; field changes; substitution requests; cost estimating; cash flow forecasting; progress payments; final acceptances; change management; document

control; contract close-out; reporting requirements for progress, non-compliance and final inspection; and staffing plans. This manual shall be continually updated throughout the construction of the Project.

11.1.12 Each Party shall fulfill all statutory and regulatory obligations and to support each other's efforts to comply with these regulations.

11.1.13 Each party shall refer to the Exhibit "E" and the joint Construction Management Manual for high-level and more specific organization charts, respectively, showing key Construction Management personnel and reporting relationships between the Port and Sound Transit during construction.

11.1.14 The Parties shall jointly approve the contractors' baseline schedules and schedule of values for each Contract Package that includes the scope of work of both Parties. The schedule of values shall be used as a basis for contractor progress payments.

11.1.15 In accordance with each Party's established policies and practices, each Party shall establish construction contingency amounts for each Contract Package that includes scope of both Parties. The construction contingency shall be managed in accordance with the mutually approved authority delegation for non-discretionary changes. Discretionary changes to the contract shall not utilize the construction contingency account unless mutually agreed by both Parties. All changes shall be subject to the mutually approved Change Management Process.

11.1.16 The Parties shall use one or more means of alternative dispute resolution as an antecedent to litigation in the event that Contractor claims cannot be resolved through standard, direct negotiation procedures. Provisions for a Dispute Resolution Board (DRB) or Independent Professional Adjudicator (IPA) resolution approaches shall be incorporated into each construction contract, as shall provisions for mediation.

11.1.17 The Parties agree that their respective Project Labor Agreements (PLA) shall, in accordance with the following limitations, be applied to and be used for the respective Contract Package(s) for which each Party is responsible to provide Contract Administration, as identified in Exhibit "A" and as shown on Exhibit "B." Specifically, the Parties recognize that the Seattle-Tacoma International Airport Modernization Project Labor Agreement, dated November 17, 1999, will be mandatory on Port Contract Packages and that the Central Puget Sound Regional Transit Authority (Sound Transit) Project Labor Agreement for the Construction of Sounder Commuter and Link Light Rail Projects ("Sound Transit PLA"), will be mandatory for Sound Transit Contract Packages that are not federally funded and will be available only for voluntary application to Sound Transit Contract Packages that include federal funding in accordance with their contract specifications. It is further understood by the Parties that contracts entered into voluntarily before execution of this Agreement will be applied accordingly to any amendments or change orders to accomplish this work under such contracts.

11.1.18 Sound Transit shall comply with all Port requirements for construction monitoring as conducted by the Port and required for demolition and construction

activities related to the Project to maintain compliance with the Airport's NPDES permit, Stormwater Pollution Prevention Plans, Temporary Erosion and Sedimentation Control Plans and Air Quality requirements. The specific roles and responsibilities of environmental program personnel and the Sound Transit construction engineer will be described in the Environmental Work Plan jointly prepared by the Port and Sound Transit.

11.1.19 Sound Transit shall schedule and program construction to maintain adequate traffic flow into and out of the Airport Terminal on the Expressways, Airport Drives and local City Streets. Sound Transit shall comply with the Port's requirements for approving all traffic control plans and revisions to those plans.

11.1.20 Both Parties acknowledge that each uses an established electronic construction document management system (CDMS) based on OpenText's LiveLink web-based architecture and understood to be disparate. Both Parties agree to make every reasonable effort to use and maintain their respective CDMS as the primary construction communication medium between each Party, the Contractor for each Contract Package and each Design Consultant throughout the completion of the Project. Both Parties agree to provide user licenses to the other Party for use during construction, mutual integration of the systems to permit fluid exchange of documentation, and/or provision of data in formats easily imported into the other Party's system.

11.1.21 Both Parties will, as requested, reasonably cooperate with the other in securing grants or other funding for the successful completion of the Project; provided, however, neither Party may use such grant or other funding as a source of funds for any reimbursement that one Party may be obligated to make to the other Party under Section 15.2 without the prior written consent of such other Party.

11.2 Notwithstanding anything to the contrary in Section 11, the following actions shall require joint approval of the Parties as they pertain to Contract Packages that include work of both Parties: (i) finalization of the Estimate of Probable Cost, (ii) finalization of the bid form, (iii) contract advertisement, (iv) bid period extensions, (v) contract award, and (vi) contract termination. In addition, the following items, when potentially involving the costs to be shared by the Parties pursuant to Section 15.2.1, shall also require the joint approval of the Parties: (i) determination of contract incentives, (ii) determination of liquidated damages, and (iii) settlement of claims.

11.3 The Parties further agree that notwithstanding the fact that a particular Contract Package is to be managed by one Party, the other Party shall be entitled to access the construction sites and conduct such inspections as that Party deems necessary, but all such access and inspections shall be reasonably coordinated through the Party managing the Contract Package and shall be conducted in a manner that does not interfere with the performance of the Project work. Nothing in this right of access, however, shall give the Party not managing the Contract Package the right to issue direction to the contractor.

11.4 Sound Transit has established a Small Business Participation approach in connection with its construction of the Light Rail Transit System. Although the Port is not bound by the terms of Sound Transit's Small Business Participation approach, the Port – relying

on the strategies developed by Sound Transit – agrees to apply a small business participation requirement on those Contract Packages for which the Port is the Contracting Party that include Sound Transit Project elements as specifically identified on Exhibit “A.” The small business participation requirements imposed by the Port shall be consistent with Sound Transit’s Small Business Participation approach; provided, however, the requirements shall not be mandatory but voluntary only.

12 Real Property Owned by the Port of Seattle

12.1 The Port shall convey to Sound Transit, its successors and assigns, all necessary non-exclusive permanent easements over, under, across, and through Port real property located within Light Rail Transit Way, and substantially in the form of Exhibit “F.”

12.2 The Port shall convey to Sound Transit, its successors and assigns, all necessary temporary easements for the Radisson Hotel property for construction staging purposes.

12.3 If the parties identify any additional Port properties, besides the Radisson Hotel property, that may be needed by Sound Transit for construction staging purposes, Sound Transit shall lease these properties from the Port for one-half (½) of the fair market rental value and shall make monthly payments to the Port. Sound Transit shall be responsible for the costs associated for any development necessary for Sound Transit’s use of these staging areas as well as remediation of any environmental contamination created by Sound Transit during its lease of these properties as identified in this Agreement.

12.4 The Parties acknowledge that any real property transactions between Sound Transit and the Port, including form of transfer, valuation, must be consistent with Federal Transit Administration (“FTA”) and Federal Aviation Administration (“FAA”) requirements. These real property acquisition and relocation procedures and guidelines must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendment of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), and the revenue diversion policies of the FAA (64 FR 7696, Feb 16, 1999) all of which establish a uniform policy or the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of person displaced as a result of public works programs or projects of a local public body (hereinafter the “Federal Regulations”).

13 Public Outreach, Public Disclosure and Records

13.1 The Parties shall collaborate in the development of public outreach and communications plans for the Project and shall fully integrate their respective outreach activities. Sound Transit shall be responsible for all community outreach and public communications within the local communities concerning the Project.

13.2 The Port shall be responsible for all community outreach and public communications concerning all Project work on Airport property that could cause any

distraction and impact to the traveling public, regardless of the which Party is responsible for administering the work.

13.3 The Parties may receive requests from the Public for access to records relating to this Agreement. Each Party has a duty to respond and to disclose documents as requested unless such requests call for documents that are specifically exempt from disclosure pursuant to applicable law. The Parties agree to inform each other of any public disclosure requests that each may receive concerning the Project and work cooperatively in coordinating their efforts to respond to any public disclosure requests. The Parties agree to share their Washington Public Disclosure Act, Chap. 42.17 RCW procedures with each other and strive to resolve any conflicts that might exist in these procedures in when responding to specific public disclosure requests.

14 Use Restricted

This Agreement does not authorize the provision of any services by Sound Transit other than services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the Port.

15 Financial

15.1 Costs Associated with Real Estate Impacts.

15.1.1 Radisson Early Closure. Sound Transit shall compensate the Port for the Port's loss of revenue due to the early termination of the Radisson Hotel lease in the amount of Two Million Eight Hundred Seventy Five Thousand Eight Hundred Dollars and No Cents (\$2,875,800.00) no later than ninety (90) days after execution of this Agreement.

15.1.2 Bank of America Closure. Sound Transit shall compensate the Port for the early closure of the old Bank of America building and associated tenant relocation costs in the amount of One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00) no later than ninety (90) days after execution of this Agreement.

15.1.3 Easements. No later than ninety (90) days following execution of the permanent easements, Sound Transit shall pay the Port the amount of Five Million Four Hundred Fifty Three Thousand Sixty Eight Dollars and No Cents (\$5,453,068.00) as full and complete compensation for the permanent easements granted to Sound Transit as calculated using the methodology described in Exhibit "G." If the Parties agree that the square footage for the permanent easements should change, then the sum that Sound Transit pays to the Port for these easements shall increase or decrease to be consistent with such changes in the square footage of the easements, as calculated using the methodology described in Exhibit "G."

15.2 Costs Associated with Design and Construction of the Project. The Parties will allocate the Direct Construction Costs and Other Costs associated with the design and construction of the Project in accordance with the cost principles set forth below. The Direct

Construction Costs and certain of the Other Costs will generally be determined on a Contract Package-by-Contract Package basis.

15.2.1 Direct Construction Costs. Direct Construction Costs will generally be measured by the out-of-pocket amounts paid directly to the contractor(s) performing the project work and will consist of the base bid amounts for each Contract Package and any change orders (including those resulting from contractor claims) to those base bid amounts. For self constructed portions of the Project, Direct Construction Costs will include: (i) the cost of labor physically performing the construction work, calculated by multiplying the actual hours worked by each worker by the Burdened Labor Rate for such worker, (ii) the cost of first-tier supervision of the Project work, calculated by multiplying the actual hours worked by each first-tier supervisor by the Burdened Labor Rate for each such supervisor, (iii) the cost of materials consumed in the construction of the Project, and (iv) the cost of such equipment (other than small tools) used in the performing the Project work, determined, if leased, by actual invoice or, if owned, by reference to a recognized estimating manual such as RS Means.

15.2.1.1 Base Bid Amounts. Except as to those Project elements set forth on Exhibit "H" ("Cost Responsibility"), each Party shall be responsible for all base bid amounts associated with those Project elements identified with the particular Party, on a Contract Package-by-Contract Package basis, on Exhibit "A" ("Contract Package Descriptions"). As to those base bid amounts associated with the Project elements set forth on Exhibit "H" ("Cost Responsibility"), the Parties have agreed to allocate those base bid amounts, as specifically indicated on Exhibit "H" ("Cost Responsibility"), using the allocation methodologies set forth in this Section.

15.2.1.2 Change Orders Other than For Acceleration, Incentives or Delay.

15.2.1.2.1 In the event that the base bid amount for any particular Contract Package is increased/decreased as a result of any change order (including as a result of any contractor claim) other than one associated with acceleration, contract incentives, liquidated damages or the like, the cost/credit associated with such change order shall, to the extent practicable, be allocated to the particular Project element(s) giving rise to the change. The allocated change order cost/credit for each such Project element shall be paid/enjoyed by the Party(ies) responsible for such Project element under, and otherwise in accordance with, Section 15.2.1.1.

15.2.1.2.2 In the event that it is impracticable to associate the change to a particular Project element(s), the Parties agree to share the cost associated with the change according to the calculated percentage methodology set forth in Section 15.2.3.3 for the particular Contract Package within the change occurs.

15.2.1.3 Change Orders for Acceleration, Incentives or Delay. Change order(s) associated with acceleration, contract incentives, liquidated damages or the like shall generally be allocated under the rules in this Section 15.2.1.1; provided, however, when determining the particular Project element(s) associated with the change, the Parties specifically

agree to take account of Project elements within other Contract Packages that are specifically benefited/protected by such acceleration, incentive or liquidated damages.

15.2.1.4 Direct Costs of Self-Performed Project Work. Those direct costs (i.e. labor, materials and equipment) incurred in connection with any portion of the Project self-performed by one of the Parties shall be paid by the Party(ies) responsible for such work under, and otherwise in accordance with, Section 15.2.1.1.

15.2.1.5 Payment of Direct Construction Costs. The parties agree that reimbursements between the Parties for Direct Construction Costs required under this Section 15.2.1 will generally be made quarterly, on a Contract Package-by-Contract Package basis, as follows:

15.2.1.5.1 Invoice. Prior to the fifteenth day of the last month of each calendar quarter (i.e. March 15 for Q1, June 15 for Q2, September 15 for Q3, and December 15 for Q4), the Party responsible for a Contract Package in which work associated with reimbursable Project elements will be performed will:

15.2.1.5.1.1 Prepare an estimate of the reimbursable work (if any) to be performed during the last month of the calendar quarter and the first two months of the next calendar quarter (the "Leading Months"). By way of example, for the March 15 estimate the Leading Months are March, April and May. The estimate shall be a reasonable estimate of the work to be performed during the Leading Months, based on the baseline schedule for the Contract Package, the progress schedule for the Contract Package and the agreed schedule of values for the Contract Package.

15.2.1.5.1.2 Determine, using the appropriate allocation methodology(ies), the reimbursement amounts associated with the estimate for the Leading Months (as determined under Section 15.2.1.5.1.1). In the event that the estimate for the Leading Months includes any items subject to reimbursement the agreed lump sum methodology set forth in Section 15.2.3.1, the full agreed lump sum reimbursement amount shall be due and payable as part of the reimbursement amounts associated with the first calendar quarter in which such items appear.

15.2.1.5.1.3 Prepare an accounting of the actual amounts paid for reimbursable work that was performed during the first two months of the then-current quarter and the final month of previous quarter (the "Trailing Months"). By way of example, for the March 15 accounting, the Trailing Month are December, January and February.

15.2.1.5.1.4 Determine, using the appropriate allocation methodology(ies), the reimbursement amounts associated with the amounts actually paid for the Trailing Months (as determined under Section 15.2.1.5.1.3).

15.2.1.5.1.5 Reconcile the actual reimbursement amounts for the Trailing Months (as determined under Section 15.2.1.5.1.4) with the estimated reimbursement amounts previously paid by the reimbursing Party based on the prior quarter's

estimate (as determined under Section 15.2.1.5.1.2) for the Leading Months; *provided, however*, amounts subject to the agreed lump sum reimbursement methodology shall not be subject to reconciliation since that are payable, as provided in Section 15.2.1.5.1.2, in full as part of the reimbursement amounts associated with the first calendar quarter in which such items are estimated to appear (whether or not they so appear). Determine the amount of over/underpayment associated with the Trailing Months.

15.2.1.5.1.6 Prepare an invoice to the reimbursing Party for an amount equal to the estimated reimbursement amounts (as determined under Section 15.2.1.5.1.2) for the Leading Months as adjusted by the amount of over/under payment (as determined under Section 15.2.1.5.1.5) for the Trailing Months.

15.2.1.5.2 Payment. The Party responsible for reimbursement shall, unless in disagreement with the amounts invoiced, make payment on the invoice prepared under Section 15.2.1.5.1.6 within thirty (30) days of receipt, but in no event prior to the first day of the quarter. In the event of a disagreement, the invoiced Party shall make payment of the amounts for which there is no dispute, and the Parties shall meet promptly to establish the appropriate final invoice amount.

15.2.1.5.3 Back Up Documentation; Cooperation. With each invoice prepared under Section 15.2.1.5.1.6, the Party responsible for the Contract Package shall provide the other Party with worksheets reflecting the calculation of the estimate for the Leading Months and the calculation of the reimbursement amounts for the Trailing Months together with all supporting documentation necessary for verifying the calculations. Each Party agrees to maintain all documentation related to the reimbursement amounts for not less than six (6) years following the particular Contract Package to which the documentation pertains and make all such documentation available to the other Party on reasonable request. The Parties or any of their duly authorized representatives shall have access to and be permitted to inspect, audit and/or copy such books, records, documents, and other evidence for any purpose related to this agreement, including, but not limited to, (i) any required audit, (ii) verification of services, invoices, burdened labor rate calculation, allocation of overhead, and (iii) assist in negotiations for additional work, and to resolve claims and disputes. Each a Party shall provide a minimum of seven (7) calendar days notice to the other for access to original records. Audits conducted under this section shall be in accordance with generally accepted auditing standards and the established procedures and guidelines of the reviewing or audit agency, and the Parties further agree to reasonably cooperate with one another in the event of any audit of any portion of the Project. The periods of access and examination described above for records related to (1) disputes between the Parties; (2) litigation or settlement of claims arising out of the performance of this Agreement; or (3) costs and expenses of this Agreement as to which exception has been taken by a federal agency or the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

15.2.2 Other Costs.

15.2.2.1 General Rule. Except as set forth in Sections 15.2.2.1 through 15.2.2.10, each Party shall be responsible for all Other Costs incurred by that Party, regardless of whether the particular Other Cost may pertain to a Project element that will be owned by or benefit the other Party.

15.2.2.2 Environmental Documentation. Sound Transit has incurred costs associated with NEPA environmental review of certain Project elements associated with the Port. The Port shall reimburse Sound Transit, using a agreed lump sum methodology, for costs associated with the preparation of environmental addendum, review and record of decision for the Port's North Expressway Relocation Phase I project in the amount of Fifty Nine Thousand Four Hundred Twenty Nine Dollars and Sixty Eight Cents (\$59,429.68) no later than 90 days after execution of this Agreement.

15.2.2.3 Constructability Reviews. The Port has incurred costs associated with third-party constructability review activities for the Project and cost estimating for Contract Package 2. Sound Transit shall reimburse the Port, using an Agreed Percentage methodology, fifty percent (50%) of the costs incurred by the Port for preliminary cost estimating and constructability review. The Port shall invoice Sound Transit in arrears for such amounts and provide Sound Transit with such documentation as reasonably necessary to support the invoiced amount. Sound Transit shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.4 Cost Estimating Coordinator. The Port has, pursuant to the agreement of the Parties employed the services of a neutral third-party consultant for purposes of exercising oversight in the preparation or for the preparation of the Estimate of Probable Cost on Contract Packages containing Project elements (as identified on Exhibit "A" ("Contract Package Descriptions")) of both Parties. Sound Transit shall reimburse the Port, using the Agreed Percentage methodology, fifty percent (50%) of the costs incurred by the Port for such consultant. The Port's costs for such cost estimating and constructability review will equal to the actual invoiced amounts for such work. The Port shall invoice Sound Transit in arrears for such amounts and provide such documentation as reasonably necessary to support the invoiced amount. Sound Transit shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.5 Survey and Utility Locate Costs. The Port has to date incurred, and may in the future incur, costs (including permit and traffic control costs) associated with Port self-performed or third-party utility location and field surveys (specifically including geotechnical) that are specifically for the Light Rail Transit Facility. Sound Transit shall reimburse the Port, using an Agreed Percentage methodology, one hundred percent (100%) of the costs incurred by the Port for such utility location and field surveys. The Port's costs for such utility location and field surveys will equal to the actual invoiced amounts for work that is specifically segregated (including by way of separate task order) from other utility location and/or field surveys contracted by the Port. The Port shall invoice Sound Transit in arrears for such amounts and provide Sound Transit with such documentation as reasonably necessary to

support the invoiced amount. Sound Transit shall pay invoiced amounts within thirty (30) days of invoice.

15.2.2.6 Public Outreach. The Parties recognize that the Project will have an impact on the operations of, as well as the traveling public departing from or arriving at, the Airport. The Parties further recognize that it will be necessary to conduct public outreach associated with those impacts as more specifically set forth in Section 13.2. Sound Transit shall reimburse the Port a percentage of the costs incurred by the Port for such public outreach. The percentage will be equal to Sound Transit's calculated percentage (as set forth in Section 15.2.3.3) for Contract Package 2. The Port's costs for public outreach will be equal to: (i) costs (at the Burdened Labor Rate) of consultants utilized in the public outreach, (ii) the cost of all advertising or public service announcement material prepared for public outreach (including, but not limited to, advertising copy, scripts or otherwise), and (iii) the cost of actually placing or running any such advertising or public service announcement (including, but not limited to, newspaper, magazine or radio advertising buys). The Port shall invoice Sound Transit in arrears for such amounts and provide Sound Transit with such documentation as reasonably necessary to support the invoiced amount. Sound Transit shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.7 Administration and Management of the Construction. The Parties agree that the costs associated with administration and management of construction contracts that are incurred by the Party administering a particular Contract Package shall be subject to reimbursement by the non-administering Party according to the calculated percentage methodology set forth in Section 15.2.3.3. The amounts subject to reimbursement under this Section 15.2.2.7 shall be limited to the Reimbursable Soft Costs. The value of the Reimbursable Soft Costs shall be calculated as follows: (i) for labor, by multiplying the actual hours worked by each person (whether employee or consultant) performing construction management on the particular Contract Package by the Burdened Labor Rate for such person; (ii) for testing, sampling and analysis or any materials consumed in the performance of administration and management, the actual cost of such testing, sampling or analysis, or materials; (iii) for other materials and equipment associated with (but not consumed in) the administration and management of the Contract Package, based on actual, out-of-pocket costs associated with such items. Reimbursement of amounts for the administration and management of construction will be made quarterly, in the general manner set forth in Section 15.2.1.5.

15.2.2.8 Contract Assembly and Printing. The Parties will incur costs associated with the assembly and printing of the contract documents for Contract Packages including work of both Parties. The Parties shall reimburse each other a percentage of the cost of such assembly and printing in accordance with the cost allocations defined in Exhibit "H" "Cost Responsibility." The Parties shall invoice in arrears for such amounts and provide each other with such documentation as reasonably necessary to support the invoiced amount. The Parties shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.9 OCIP Premiums and Deductibles. For Contract Packages involving the work of both Parties, the Parties agree that the Contracting Party's costs for the elements of the Owner Controlled Insurance Program associated with such Contract Package that

are identified as primary under Section 17.2.3.1 shall be subject to reimbursement by the non-administering Party according to the calculated percentage methodology set forth in Section 15.2.3.3 as applied against one percent (1%) of the Direct Construction Costs associated with such Contract Package. This amount shall be inclusive of any amounts associated with insurance premiums, insurance deductibles, and/or insurance claims, and the non-administering Party shall have no obligation for payment of any other amount related to the OCIP or its administration.

15.2.2.10 Builders Risk Premiums and Deductibles. For a Contract Package involving the work of both Parties, in the event that the Contracting Party elects to directly procure builders risk insurance as allowed by Section 17.2.1.5.2, the Parties agree that the actual, out-of-pocket costs for such builders risk insurance associated with the Contract Package shall be subject to reimbursement by the non-administering Party according to the calculated percentage methodology set forth in Section 15.2.3.3. The non-administering Party shall have no responsibility for insurance deductibles, insurance claims, and/or administration related to such builders risk policy.

15.2.3 Allocation Methodologies. Where any costs associated with the Project are to be allocated or shared between the Parties, one of the following methodologies, as specifically indicated in the location calling for such allocation or sharing, shall be used:

15.2.3.1 Agreed Lump Sum. The Party indicated shall reimburse the other Party the lump sum amount indicated for the particular Project element. The lump sum amount shall not vary based on the actual bid cost or final actual cost of the particular Project element (even if the actual cost for such Project element varies from the lump sum amount) and shall not be subject to increase as a result of any change order whatsoever.

15.2.3.2 Agreed Percentage. The Parties shall share the actual bid cost of the particular Project element according to the percentages set forth. These percentages shall likewise apply to any increase/decrease in the actual bid cost of the particular Project element as a result of any change order.

15.2.3.3 Calculated Percentage. The Parties shall share the actual bid cost of the particular Project element according to percentages calculated as follows:

15.2.3.3.1 First, the Estimate of Probable Cost for the particular Contract Package in which the Project element is found shall be prepared as set forth in this Agreement.

15.2.3.3.2 Second, the Parties shall agree on which elements within a particular Contract package are attributable to the Contract Package general conditions, including items of mobilization, traffic control, demobilization, temporary erosion and sediment control. These items are referred to herein as "General Costs" and shall be deducted from the Estimate of Probable Cost.

15.2.3.3.3 Third, items for which the Parties have agreed to apply the Agreed Lump Sum methodology shall be deducted from the Estimate of Probable Cost.

15.2.3.3.4 Fourth, after deduction of the General Costs and the items subject to Agreed Lump Sum methodology, the remaining amounts in the Estimate of Probable Costs are referred to as the "Remaining Costs." The Remaining Costs shall be allocated between the Parties as follows:

15.2.3.3.4.1 Party Owned Elements. The cost for those Project elements that will be owned by, or specifically benefit, a particular Party shall be allocated 100% to that Party.

15.2.3.3.4.2 Agreed Percentage Elements. Those Project elements subject to an Agreed Percentage methodology for allocating the cost shall be allocated between the Parties in proportion to the agreed percentage.

15.2.3.3.5 Fifth, each Party's respective Calculated Percentage shall be the fraction that that Party's share of the Remaining Costs bears to the total estimate of the Remaining Costs.

16 General Indemnification

To the extent permitted by law, the Parties shall protect, defend, indemnify, and save harmless the other Parties, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Parties if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Parties. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

17 Insurance

17.1 Insurance Overview. The intent of this section is to ensure that all contractors, sub-contractors, professionals, Sound Transit, and the Port have liability insurance coverage in the type, amount, and form as stated herein. In addition, the Parties also agree to maintain a commercial property insurance program for the property related risks of these projects both during the course of construction and following project completion up until the point the constructed assets are physically removed from each project site.

17.2 Required Insurance. Except as otherwise agreed by the Parties, the Parties each agree to provide and maintain insurance in the form and with the limits as set forth below at all times during the term of this Agreement.

17.2.1 Required Policies of Insurance.

17.2.1.1 Commercial General Liability Insurance. Each Party shall provide liability insurance covering both on-going and completed operations by the Parties and their respective contractors, subcontractors, and professionals using ISO Form CG 00 01 (1998 or later revision) or the equivalent. Limits shall not be less than set forth on Exhibit "I" to this Agreement. Completed operations coverage shall extend at least three (3) years following the completion and acceptance of work. Each policy shall include an endorsement naming (unless already covered as a named insured) each of the Parties to this Agreement as an Additional Named Insured on a form specifically including completed operations coverage using ISO Form 20 26 11 85, ISO Form 20 37 07 04, or the equivalent. Commercial liability coverage shall include Washington "stop-gap" liability (employer's liability), personal injury, and contractual liability. There shall be no exclusions for hazards associated with explosion, collapse, and underground.

17.2.1.2 Commercial Auto Liability Insurance. Each Party shall provide auto liability insurance covering the Parties and their respective contractors, subcontractors, and professionals using ISO Form CA 00 01 10 01 or the equivalent. Limits shall not be less than set forth on Exhibit "I" to this Agreement. The policy must cover all owned, hired, and non-owned automobiles, trucks and trailers. Each policy shall include, by specific endorsement, a waiver of subrogation in favor of the Port and Sound Transit.

17.2.1.3 Professional Liability Insurance. Each Party shall provide professional liability (errors & omissions) insurance covering all consultants and sub-consultants providing architectural, engineering, surveying, environmental, construction management or other professional services related to the work to be performed pursuant to this Agreement with limits no less than set forth on Exhibit "I" to this Agreement. The policy must provide full prior acts coverage and a minimum 10 year extended reporting period. The policy shall be non-cancelable and have no exclusions relative to pollution or environmental acts or asbestos.

17.2.1.4 Contractor Pollution Liability. Each Party shall provide contractor pollution liability insurance providing coverage, on an occurrence basis, or claims made coverage with an extended reporting period ending no sooner than May 1, 2012, for bodily injury, property damage, clean-up costs, and claim expenses for unintentional environmental damage caused by pollution conditions and include coverage for both sudden and gradual occurrences arising from work performed under any Contract Package; provided, however, the Port shall not be required to provide contractor pollution liability insurance with respect to Contract Package 7. Limits shall not be less than set forth on Exhibit "I" to this Agreement.

17.2.1.5 Builder's Risk Insurance.

17.2.1.5.1 For those portions of the Project constructed through a Contract Package involving the work of only one Party, that Party shall not be required to provide, or require its contractor to provide, builder's risk insurance, but may elect at its sole discretion to do so.

17.2.1.5.2 For those portions of the Project construction through a Contract Package involving the work of both Parties, the Contracting Party shall, at its election, either provide or require its contractor to provide builder's risk insurance as set forth in this Section 17.2.1.5.2. The builder's risk policy shall:

17.2.1.5.2.1 Apply to all elements of the Contract Package, regardless of whether the Contracting Party will own any particular element following completion of the Contract Package;

17.2.1.5.2.2 Insure, at a minimum, all risk of physical damage or loss, including from earthquake and flood, but specifically excluding terrorism or mold;

17.2.1.5.2.3 Cover (including for earthquake and flood) the full replacement cost of the work within the Contract Package; and

17.2.1.5.2.4 Be subject to a deductible or self-insured retention of: (i) no more than \$500,000 on all perils other than earthquake or flood, and (ii) no more than 10% of the loss and \$1,000,000 minimum for earthquake and flood.

17.2.1.6 Property Insurance Following Completion of Construction. Each Party shall carry adequate property insurance using a form that covers "All-Risk" perils as they extend to fire and extended coverage perils on the assets constructed under the scope of this Agreement following completion of construction for the remaining term of this Agreement. The coverage shall include debris and removal for damage to property that will not be rebuilt or otherwise repaired. Coverage shall be for full replacement value of the assets.

17.2.2 Acceptable Methods to Meet Insurance Requirements. The Parties specifically agree that the insurance required by Section 17.2.1 may be provided through any combination of methods, specifically including the following:

17.2.2.1 General Program of Insurance. Each Party may satisfy the insurance obligations imposed upon it through a general or blanket policy of insurance maintained by such Party for all its operations and/or locations, provided that such policy otherwise complies with the requirements of this Section 17.2. The Parties agree that no specific endorsement providing limits dedicated to the Project or such Party's elements of the Project shall be required.

17.2.2.2 Owner Controlled Insurance Program (OCIP). Each Party may satisfy the insurance obligations imposed upon it through an Owner Controlled Insurance Program (OCIP), provided that the OCIP complies with the requirements of RCW 48.30.270. Any Party using an OCIP to satisfy any insurance requirement imposed upon it shall be fully responsible for the administration of such OCIP, including enrolling participants, collecting and maintaining required Certificates of Insurance, collecting and maintaining required Additional Insured endorsements and/or Waivers of Subrogation, collecting notices of incidents, notifying carriers of potential or actual claims, and providing minimum quarterly status reports of OCIP results. Each Party making use of an OCIP agrees to provide informal quarterly status reports regarding the OCIP and a formal annual review of the OCIP.

17.2.2.3 Self Insurance. Each Party may satisfy the insurance obligations imposed upon it through a program of self insurance, provided that program of self insurance complies with the requirements of RCW 48.62.031; provided, however, neither Party shall self-insure: (i) amounts in excess of \$1 million per line of coverage, (ii) professional liability, or (iii) contractor's pollution liability, all without the prior consent of the other Party, which consent will not unreasonably be withheld.

17.2.2.4 Contractor/Consultant Provided Insurance. Each Party may satisfy the insurance obligations imposed upon it by requiring its contractors, subcontractors and/or consultants to carry such insurance, provided that such policies of insurance otherwise comply with the requirements of this Section 17.2.

17.2.3 Primary Policies on Contract Packages Including Work of Both Parties. For those Contract Packages including the elements of both Parties, the Parties agree that the following rules, notwithstanding anything to the contrary in Section 17.2, shall apply:

17.2.3.1 The Contracting Party shall be responsible for providing the commercial general liability insurance required under Section 17.2.1.1, the automobile liability insurance required under Section 17.2.1.2 and the contractor pollution liability insurance required under Section 17.2.1.4 for: (i) all contractors and subcontractors performing work on that Contract Package, and (ii) all architects, engineers or other professionals that will perform all, or substantially all, of their work related to the Contract Package on-site. In the event that the Contracting Party elects to provide such coverage through its OCIP, the Parties agree that the coverage provided by the OCIP shall be primary over any other insurance maintained by the non-Contracting Party (specifically including its OCIP).

17.2.3.2 Each Party shall be responsible for providing the commercial general liability insurance required under Section 17.2.1.1, the automobile liability insurance required under Section 17.2.1.2 and the contractor pollution liability insurance required under Section 17.2.1.4 for all architects, engineers or other professionals retained by such Party but who will NOT perform all, or substantially all, of their work related to the Contract Package on-site. To the extent that either Party uses its OCIP to provide such coverage, the Parties agree that the coverage provided by that Party's OCIP shall be primary over any other insurance maintained by the other Party (specifically including its OCIP).

17.2.3.3 Each Party shall be responsible for providing the professional liability insurance required by Section 17.2.1.3 for all architects, engineers or other professionals retained by such Party. To the extent that either Party uses its OCIP to provide such coverage, the Parties agree that the coverage provided by that Party's OCIP shall be primary over any other insurance maintained by the other Party (specifically including its OCIP).

17.2.4 Additional Insurance Requirements.

17.2.4.1 All insurance required under this Agreement and not provided through an acceptable program of self insurance, shall be underwritten by companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'IX' or better as set forth in the most current issue of "Best's Insurance Guide."

17.2.4.2 Neither party shall do or permit to be done anything which shall invalidate the insurance policies referred to in this Agreement. To the extent specifically requested, each party agrees to deliver to the other certificates evidencing the existence and amounts of such insurance with the endorsements and insureds required by this Agreement.

17.2.5 Waiver of Subrogation. Without affecting any other rights or remedies, each party (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the other, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage arising out of or incident to the perils required to be insured against under Section 17.2.1. Accordingly, each party shall cause each insurance policy required by Section 17.2.1 to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto.

17.2.6 Construction Safety. The Parties acknowledge and agree that the contractors working on the Project shall have primary responsibility for project safety and safety of their workers on the job site, and each contractor shall be required to establish a written safety program and provide a designated safety representative who is on site when any work is in progress. Nonetheless, the Parties also agree that a limited degree of oversight of the contractors' safety programs by the Parties is appropriate and that for each Contract Package, the Contracting Party will be responsible for such oversight. The Parties specifically agree that such oversight may be satisfied through either an established construction safety program or regular safety audits of the construction sites provided as part of the Contracting Party's OCIP.

18 Liens

18.1 The Light Rail Transit Way and Light Rail Transit Facilities are not subject to a claim of lien. In the event that any Port property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be

discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the Port, and shall indemnify the Port against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the Port may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit seven (7) days' advance notice of its intention to do so. The Port shall use its reasonable efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

18.2 Nothing herein shall preclude Sound Transit's or the Port's ability to contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the Port, or of a contract or action upon which the same arose.

18.3 Nothing in this Agreement shall be deemed to give, and the Port hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

19 Term; Termination

19.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

19.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the Port all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the Parties hereto of obligations accrued and unsatisfied at such termination.

19.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remains on Port property or is not removed by Sound Transit, the Port may deem it abandoned and it shall become the property of the Port. If the Port does not desire such ownership, Sound Transit shall develop, subject to approval and regulation by the Port, a plan for disposition of those remaining portions of the Light Rail Transit System. The affected property shall be restored to as good or better condition than existed immediately prior to removal of any portion of the Light Rail Transit System.

20 Remedies; Enforcement

20.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:

20.1.1 Commence an action at law for monetary damages;

20.1.2 Commence an action for equitable or other relief; and

20.1.3 Seek specific performance of any provision that reasonably lends itself to such remedy.

20.2 In determining which remedy or remedies for violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

20.3 Neither Party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

21 Covenants and Warranties

21.1 By execution of this Agreement, the Port warrants:

21.1.1 That the Port has the full right and authority to enter into and perform this Agreement and any permits that may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the Port is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which its subject; and

21.1.2 That the execution, delivery and performance of this Agreement by the Port has been duly authorized by all requisite corporate action, that the signatories hereto for the Port hereto are authorized to sign this Agreement, and that, upon approval by the Port, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

21.2 By execution of this Agreement, Sound Transit warrants:

21.2.1 That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and

21.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories hereto for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

22 Recordings, Taxes and Other Charges

22.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits that may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Light Rail Transit Facilities or rights herein described requires the payment of any tax, levy, excise, assessment, or charges (including, without limitation, property, sales or use tax) under any statute, regulation, or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the Port harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use (including increases attributable to such existence or use, and excluding taxes based on the income of the Port), and shall indemnify the Port against payment thereof. Sound Transit shall have the right to claim, and the Port shall reasonably cooperate with Sound Transit in the prosecution of any such claim for refund, rebate, reduction or abatement of such tax(es).

22.2 The Port may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the Port for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

23 Assignability; Beneficiary

23.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity; or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

23.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

23.3 Sound Transit acknowledges and agrees that the Port may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the Port under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the Port as fully as if such actions were performed by the designator itself.

23.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

24 Designated Representatives

24.1 To promote effective intergovernmental cooperation and efficiencies, the Parties shall designate one representative (“Designated Representative”) for each of the various stages of Project implementation who shall be responsible for coordination of communications and management between the Parties and their respective teams and shall act as the point of contact for each Party to implement the intent of this Agreement.

24.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement. Each party’s Designated Representative is named below with the individual’s contact information.

24.3 Designated Representatives and Contact Information.

Sound Transit	Project Management	Martin Schachenmayr Project Manager Sound Transit Link Light Rail 401 South Jackson Seattle, Washington 98104-2826 206-398-5162
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	During Construction:	Al Walley, Construction Manager Sound Transit Link Light Rail 401 South Jackson Seattle, WA 98104-2826 Phone Number
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Port of Seattle: Project Management George England, Program Leader
Port of Seattle
17900 International Blvd., Suite 301
SeaTac, WA 98188-4236
(206) 444-4369

During Construction: Karl Hedlund, Construction Manager
Port of Seattle
160th and Host road
SeaTac, WA 98188-4236
(206) 433-7201
(206) 431-4947

25 Notice

25.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.

25.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail, or other verifiable physical or electronic transmission, and shall be deemed served or delivered to addressee, or its office, upon the date of actual receipt, return receipt acknowledgment, or, if postal claim notice is given, on the date of its return marked "unclaimed"; provided, however, that upon receipt of a returned notice marked "unclaimed," the sending party shall make a reasonable effort to contact and notify the other party by telephone.

26 Dispute Resolution

26.1 Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the Port shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means.

26.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

26.3 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute process should any such disputes arise:

26.3.1 Level One – Sound Transit's Project Manager and the Port's Program Leader or equivalents shall meet to discuss and attempt to resolve the dispute in a timely manner.

If they cannot resolve the dispute within seven (7) calendar days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

26.3.2 Level Two – Sound Transit’s Director Link Light Rail and the Port’s Director, Aviation Project Management Group or Manager, Construction Services or designees shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within seven (7) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

26.3.3 Level Three – Sound Transit’s and the Port’s Chief Executive Officers or designees shall meet to discuss and attempt to resolve the dispute in a timely manner.

26.4 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

26.5 In the event that the Parties choose to resolve its dispute through binding arbitration, the Parties agree to the following procedure:

26.5.1 Binding arbitration between the Parties pursuant to this Section shall be governed by the rules and procedures set forth in this Section.

26.5.2 If the Parties to the dispute are unable to agree upon a single arbitrator within fourteen (14) calendar days of failure to resolve the dispute at the end of the Level Three process, then a board of three arbitrators shall be appointed by the American Arbitration Association (“AAA”) in compliance with the Rule of Appointment of Neutral Arbitrator. Any arbitrator appointed by AAA under this Subsection shall possess knowledge of the particular matters at issue in the arbitration.

26.5.3 Upon selection of the arbitrator(s), said arbitrator(s) shall determine the question(s) raised within fourteen (14) calendar days, unless a different period of time is otherwise agreed upon by the Parties in writing. Said arbitrator(s) shall then give both parties reasonable notice of the time (which time shall be within thirty (30) calendar days of the arbitrator(s)’ determination of the questions raised, unless a different period of time is otherwise agreed upon by the Parties), and place of hearing evidence and argument; take such evidence as the arbitrator(s) deems relevant, with witnesses required to be sworn; and hear arguments of counsel or others.

26.5.4 After consideration of all evidence, testimony and arguments, said single arbitrator or said board of arbitrators or a majority thereof shall, within thirty (30) days of completion of the hearing, promptly provide a decision or award in writing. Said decision or award shall be final, binding, and conclusive on all parties to the arbitration when delivered to them, except as provided in Subsection 26.5.6 and 26.5.7. Until the arbitrator(s) issue the first

decision or award upon any question submitted for the arbitration, performance under the Agreement shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

26.5.5 Sound Transit and the Port shall share equally the compensation, costs, and expenses of the arbitrators, but each shall be responsible for their own fees and expenses of its own witnesses, exhibits, and counsel.

26.5.6 The arbitrator(s) shall have the authority to enter awards of equitable remedies consistent with the obligations of the Port and Sound Transit under this Agreement.

26.5.7 The arbitrator(s) shall not have the authority to enter any award, the satisfaction of which by the Party to be bound, would be impermissible under any law, regulation, or funding agreement to which the bound Party is subject. The determination of any such impermissibility shall be made by a court of competent jurisdiction within the State of Washington and under the laws of the State of Washington. Any such determination shall be appealable.

27 Default

No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any Party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing Party (or the substantially prevailing Party if no one Party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

28 General Provisions

28.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The Port and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

28.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

28.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Port and Sound Transit.

28.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

28.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

28.6 This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

28.7 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

28.8 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a Party penalized for such noncompliance, provided that such Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both Parties' employees or property, or the health, safety, and integrity of the public, public property, or private property.

28.9 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any Party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.

28.10 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), term sheets, letters, understandings and agreements with respect hereto.

28.11 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

28.12 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

28.13 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

28.14 A Memorandum of this Agreement shall be recorded against the property legally described in Exhibit "F."

28.15 All Exhibits identified in this Agreement are incorporated by reference into this Agreement.

29 Severability

In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY (SOUND TRANSIT)

PORT OF SEATTLE

By: _____
Joan M. Earl
Chief Executive Officer

By: _____
M.R. Dinsmore
Chief Executive Officer

Date: _____

Date: _____

Authorized by Motion _____

Authorized by Resolution _____

Approved as to form:

By: _____
Stephen G. Sheehy
Legal Counsel

By: _____
Traci M. Goodwin
Senior Port Counsel

EXHIBIT "A"
Contract Package Description

Airport Light Rail and Roadways Project Contract Packages

Contract Package #1 – Construction of the light rail guideway and trackwork between South 154th Street and approximately South 160th Street.

Sound Transit will administer and provide construction management for this Contract Package.

Contract Package #1 consists of construction of aerial guideway from South 154th Street to and including the transitioning section to at-grade at the WSDOT/Port property boundary near South 160th Street (terminus of Contract Package #1). Work includes all trackwork within this section, the transition section and the at-grade section including track slab, retained fill and guideway. A revised off-ramp from SR 518 to International Boulevard will be provided. An emergency connection road between the NB and SB North Airport Expressway roadways will be relocated. An Art-Wall may be constructed along the west side of the LRT guideway.

Contract Package #2 – North Airport Expressway Relocation Phase 1 North

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2 consists of construction of all highway and LRT civil design infrastructure from the terminus of Contract Package #1 at the WSDOT/Sea-Tac International Airport boundary near South 160th Street, extending south to the Airport parking garage area, in the vicinity of South 176th Street. Work includes the at-grade section from the terminus of Contract Package #1 to approximately South 168th Street and the aerial guideway from South 168th Street to the SeaTac/Airport Light Rail Station. At-grade LRT components include barriers/walls adjacent to the North Airport Expressway, mud slab, track slab, OCS pole foundations, drainage, other underground utilities, and conduits for future installation of conductors. The aerial components include foundations, substructure and superstructure for the elevated guideway, foundations for the SeaTac/Airport Light Rail Station, water, drainage, and TPSS ductbanks and conduits.

Utility relocations, roadway utilities, extension of utilities (drainage, sanitary, conduits, etc.) to the SeaTac/Airport Light Rail Station for future connection will be provided. Retaining walls in the vicinity of the SeaTac/Airport Light Rail Station will be constructed, and the roadway will be widened to create four northbound lanes adjacent to the airport parking garage. The southbound expressway lanes will be relocated, a South 160th Street Loop Ramp will be constructed, the entrance to the lower drive will be widened, and a temporary detour of South 170th Street during bridge construction will be provided. Water lines and fire hydrants will be provided as needed. Landscaping and art components at the north entrance to the North Airport Expressway (slated for WSDOT right-of-way) will be partially included.

The package includes demolition/relocation of facilities near the water tower, demolition of the Radisson and former bank, construction of roadway, wall, and bridges for the northbound lanes from where the new and existing alignments diverge south of the North Electrical Substation. Demolition of the existing return-to-terminal ramps, construction of temporary and permanent access ramps to the airport parking garage and terminal, and placement of fill north of the parking garage and beneath the SeaTac/Airport Light Rail Station will be included.

Contract Package #2a – Early building demolition and relocation

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2a consists of demolition of the HMS Host and Maintenance Buildings in the Water Tower Area and relocation of the Engineering Modular to the demolished HMS Host location.

Contract Package #2b – Advance work for staging area, parking facility access revisions, and temporary signal

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2b consists of advance work for the staging area to be used in Contract Packages #2 and #3 at the Radisson site, revision of the access to the Doug Fox Parking facility, installation of a temporary signal at the terminus of the northbound off-ramp to South 170th Street, and installation of Fire/Life Safety access through the Doug Fox Parking area and from Air Cargo Rd. to the Northern Airport Expressway.

Contract Package #2c – Abatement activity at Radisson Hotel

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2c consists of removal of regulated material from the Radisson Hotel.

Contract Package #3 – SeaTac/Airport Light Rail Station, Pedestrian Bridges, and a Kiss & Ride Facility.

Sound Transit will administer this Contract Package. Subject to mutual agreement by the Parties, either Sound Transit or the Port of Seattle will provide construction management for this Contract Package.

Contract Package #3 consists of construction the SeaTac/Airport Light Rail Station and the barrier screen on the LRT guideway. It includes the pedestrian walkway from the

SeaTac/Airport Light Rail Station to SeaTac City Center, the pedestrian walkway to the Airport Garage, and the Kiss and Ride facility at South 176th Street. and International Boulevard. Flight Information Displays (FIDS), kiosks, TPSS and Smarte Cart infrastructure will be provided.

Contract Package #4 – Rail Installation

Sound Transit will administer and provide construction management for this Contract Package, either under a separate construction contract or as part of Contract Package #1 or Contract Package #3.

Contract Package #4 consists of construction of the direct fixation trackwork from South 160th Street through the SeaTac/Airport Light Rail Station on aerial structure and on track slab for at-grade and transition structures. Also included is a crossover north of the station and track bumper posts.

Contract Package #5 – Systems Components Installation and Testing

Sound Transit will administer and provide construction management for this Contract Package through multiple systems contracts.

Contract Package #5 consists of construction of the train signal system, communications systems, and traction electrification system from South 154th Street to the SeaTac/Airport Light Rail Station.

Contract Package #6 – Pedestrian Corridor in the Parking Garage

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #6 consists of construction of pedestrian walkways, signage, infrastructure and systems connections, and other items associated with the pedestrian corridor from the SeaTac/Airport Light Rail Station through the Airport Garage to the Airport Terminal.

Contract Package #7 – Landscaping, Artwork, and Final Cleanup

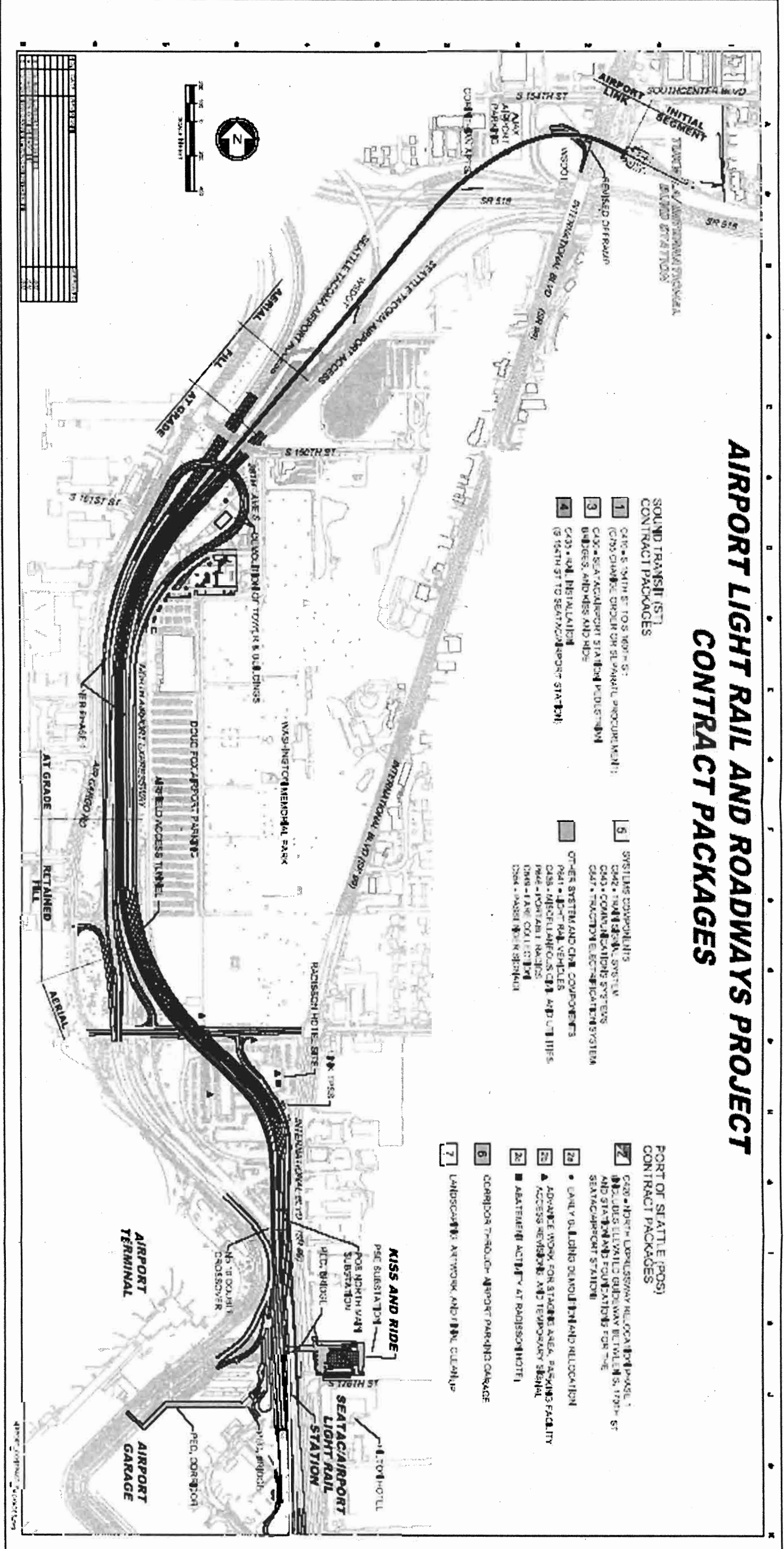
The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #7 consists of construction of the final ramp and return drive paving, landscaping, art installation, site reclamation, cleanup, and miscellaneous items.



EXHIBIT "B"
Contract Packaging Diagram

AIRPORT LIGHT RAIL AND ROADWAYS PROJECT CONTRACT PACKAGES



SOUND TRANSIT (ST) CONTRACT PACKAGES

- 1 CARPETS 154TH ST TO S 160TH ST
- 2 CROSS CHAIRS ORDER OR SUPPLEMENT PROCUREMENT
- 3 CARPETS SEATTLE AIRPORT STATION PERIODICALLY
- 4 CARPETS AND RIDE
- 5 CARPETS SEATTLE AIRPORT STATION

SYSTEMS COMPONENTS

- 1 SIGNALING SYSTEM
- 2 COMMUNICATIONS SYSTEMS
- 3 TRACTION ELECTRICITY SYSTEM
- 4 OTHER SYSTEMS AND CIVIL COMPONENTS
- 5 PASSENGER VEHICLES
- 6 PASSENGER VEHICLES
- 7 PASSENGER VEHICLES
- 8 PASSENGER VEHICLES
- 9 PASSENGER VEHICLES
- 10 PASSENGER VEHICLES

PORT OF SEATTLE (POS) CONTRACT PACKAGES

- 1 CARPETS DEPENDENCY RELOCATION PROJECT
- 2 CARPETS DEPENDENCY RELOCATION PROJECT
- 3 CARPETS DEPENDENCY RELOCATION PROJECT
- 4 CARPETS DEPENDENCY RELOCATION PROJECT
- 5 CARPETS DEPENDENCY RELOCATION PROJECT
- 6 CARPETS DEPENDENCY RELOCATION PROJECT
- 7 CARPETS DEPENDENCY RELOCATION PROJECT
- 8 CARPETS DEPENDENCY RELOCATION PROJECT
- 9 CARPETS DEPENDENCY RELOCATION PROJECT
- 10 CARPETS DEPENDENCY RELOCATION PROJECT

NO.	DESCRIPTION	DATE	STATUS
1			
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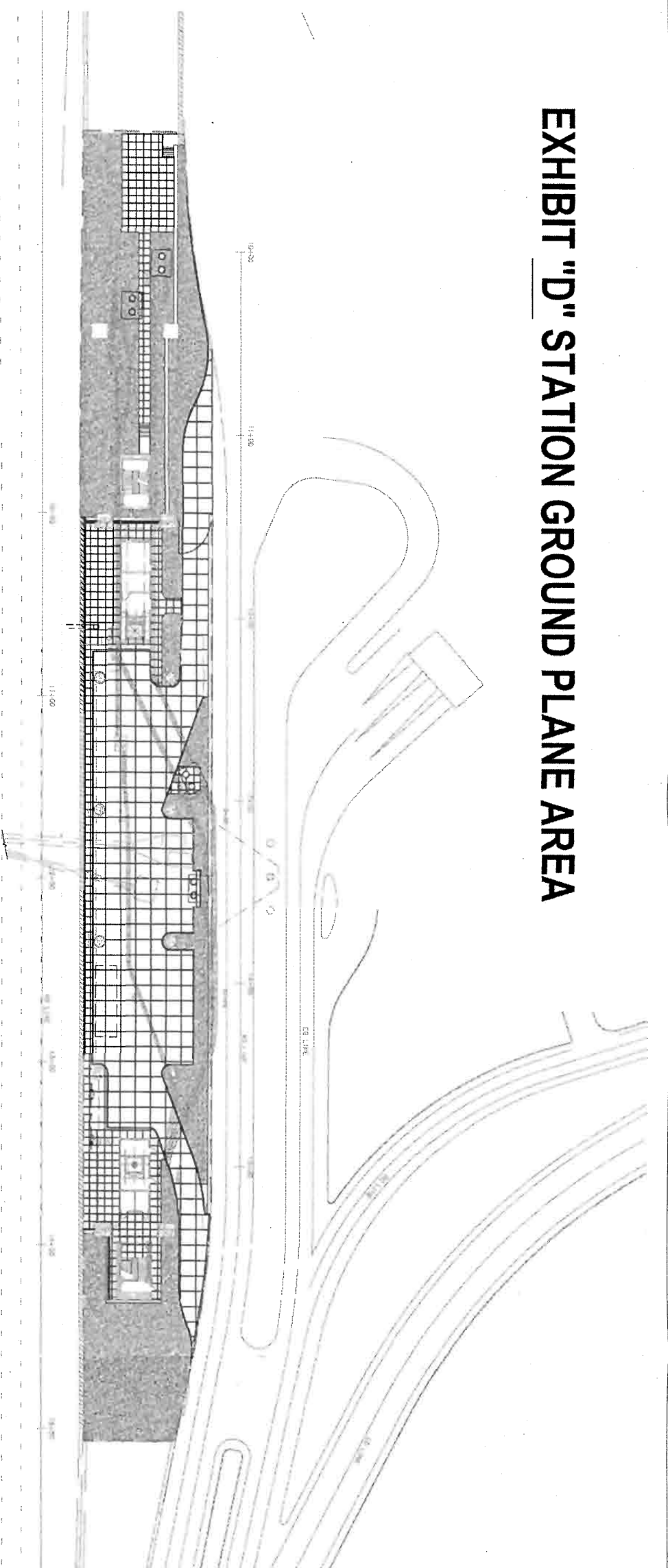
EXHIBIT "C"
Airport Link Baseline Schedule

Activity Name	Start	Finish	2006	2007	2008	2009
Contract Package #1 - S.154th St. to S.160th St.	01-Sep-06	08-Feb-08				
Aerial Guideway/Retained Fill Construction	01-Sep-06	08-Feb-08				
Trackwork (154th to 160th) Incl Pinths and Rail	20-Aug-07	15-Jan-08				
Contract Package #2 - S.160th St. to Airport Station	19-Apr-06	22-Jan-08				
Contract Package #2 - Bid and Award	19-Apr-06	16-Aug-06				
Contract Package #2 - NTP	17-Aug-06					
NAE S170th Bridge Construction	17-Aug-06	06-Jul-07				
Southbound Road Construction	05-Sep-06	26-Dec-06				
New Southbound Lanes Open		26-Dec-06				
Northbound Road Construction	26-Dec-06	01-Oct-07				
New Northbound Lanes Open		01-Oct-07				
Aerial Guideway (CIP) @ S170th Bridge	02-Aug-06	02-Apr-07				
Aerial Guideway (CIP) from S170th to Station	27-Feb-07	22-Jan-08				
At Grade Alignment Work	16-Jan-07	31-Dec-07				
Station Foundations/Cape/Beams/Backfill	11-Sep-06	17-Apr-07				
Station - Site Available for Contract Package #3		30-Apr-07				
Contract Package #3 - Airport Station, Ped Bridges, K&R	11-Oct-06	01-May-09				
Station Contract Bid & Award	11-Oct-06	11-Apr-07				
Station Construction to Building Enclosed	01-May-07	12-Aug-08				
Station Finishes	10-Jan-08	07-Jan-09				
Parking Garage Connector Bridge	17-Jun-08	04-Nov-08				
International Blvd Bridge	13-Aug-08	31-Dec-08				
Kiss and Ride	01-Jan-09	01-May-09				
Contract Package #4 - Rail Installation	23-Jan-08	27-Nov-08				
Trackwork (160th to Station) Incl Pinths & Rail	23-Jan-08	27-Nov-08				
Contract Package #5 - Systems Components	14-Jun-07	17-Apr-09				
Systems Installation	14-Jun-07	13-Mar-09				
Systems Commissioning & Testing	31-Oct-08	17-Apr-09				
Contract Package #6 - Pedestrian Walkway in Garage	01-Apr-09	08-Jul-09				
Parking Garage Connector Garage Access	01-Apr-09	08-Jul-09				
Contract Package #7 - Landscaping, Art	02-Mar-09	25-Aug-09				
Landscaping, Art Contract	02-Mar-09	25-Aug-09				
Completion	20-Apr-09	31-Dec-09				
Systemwide Integration/Testing & Startup	20-Apr-09	17-Aug-09				
Systemwide Float to Completion	18-Aug-09	31-Dec-09				




Date	Revision	Chec...	Appr...	Airport Light Rail and Roadways Project BASELINE SCHEDULE	Page 1 of 1 29-Mar-06

EXHIBIT "D"
Station Ground Plane

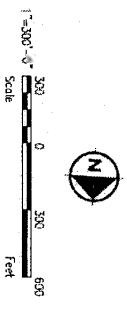
EXHIBIT "D" STATION GROUND PLANE AREA



LEGEND

-  PAVEMENT AREAS TO POS SANITARY SYSTEM
-  SIDEWALK AREAS TO POS SANITARY SYSTEM
-  LANDSCAPE PERVIOUS AREAS

TOTAL IMPERVIOUS AREAS = 24,500 SQ. FT.



No.	Date	Des.	Chk.	App.	Revisions	Designed By:	Submitted:	Date:	Approved:	Date:	Scale:	1" = 300'	Plan Name:	LINK LIGHT RAIL PROJECT	Sheet No.:	EXHIBIT D
						Drawn By:			Hatch Moti MacDonald		Contract No.:	C430	Station Ground Plane ImperVIOUS AREAS		Rev.:	
						Checked By:					Date:	03/20/06				
						Approved By:										

EXHIBIT "E"
Agency Organizational Chart

EXHIBIT __ PROJECT ORGANIZATION

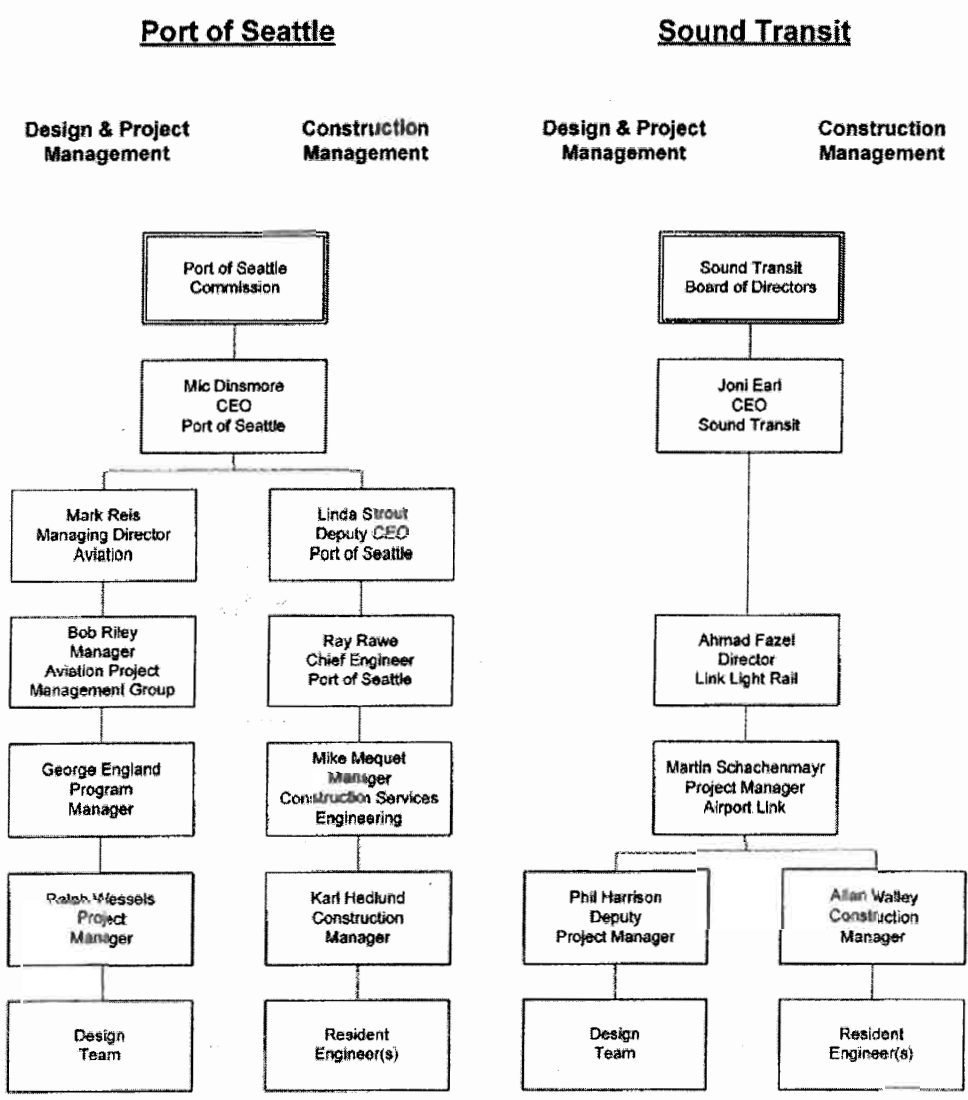


EXHIBIT "F"
Easement

Light Rail Transit Way Easement

AFTER RECORDING MAIL TO:

Real Estate Division
Central Puget Sound Regional Transit Authority
401 S. Jackson Street
Seattle, WA 98104-2826

Document Title: Light Rail Transit Way Easement
Grantor: Port of Seattle
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:
Additional Legal Descriptions:
Assessor's Tax Parcel Number(s):

- A. Port of Seattle, hereinafter "Grantor," is the owner of certain real property situated in SeaTac, Washington, commonly known as Sea-Tac International Airport, and more particularly described in the legal description attached as **Exhibit "1"** (the "Property").
- B. Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington, hereinafter "Grantee," is developing a high capacity transit service in the central Puget Sound region, including the LINK light rail system (the "Light Rail Transit System").
- C. The parties have entered into that certain Memorandum of Agreement ("Agreement") for Sound Transit Airport Link Project ("Project") dated _____, whereby this Easement grant is contemplated. Terms used in this Light Rail Transit Way Easement shall have the same meaning as in the Agreement.

1. Grant of Easement. The Grantor, for and in consideration of the public good, mutual benefits and other valuable consideration, hereby grants to the Grantee a limited permanent Exhibit "F" to F-1 Memorandum of Agreement
TMG-POS#280131

easement for the Light Rail Transit System and other purposes (“Light Rail Transit Way Easement”) which is a portion of the “Property” and located over, through, across, upon, and within the following described real estate situated in the County of King, State of Washington, for construction, operation and maintenance of the Project for so long as it remains in operation as a Light Rail Transit System:

As legally described in **Exhibit “2”** and as shown on the Easement Area Map in **Exhibit “3,”** both of which are attached and incorporated herein.

2. Authority. By its Resolution No. _____, Grantee’s Board of Directors authorized acquisition and by its Resolution No. _____, Grantor’s Commission authorized the conveyance of the real property interests under the terms and conditions of the Memorandum of Agreement between Grantee and Grantor dated _____.

3. Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right to enter upon the Light Rail Transit Way Easement for activities in connection with the Project, including but not limited to construction, operation, use, inspection, maintenance, replacement, removal, alteration, and improvement of the Project and all appurtenances thereto, and related uses. Grantee’s use of the Light Rail Transit Way Easement shall include, but not be limited to, construction, maintenance, inspection, operation and repair of columns, foundations aerial and at-grade guideways, light rail station, associated drainage, ballast, walls and footings, pedestrian bridge, utilities, Overhead Catenary System (OCS), power sub-station and fire life safety.

4. Grantee’s Use of Light Rail Transit Way Easement. Grantee’s rights to use the Light Rail Transit Way Easement shall be exclusive, except as provided in paragraph 5 below, at such times and for such duration, as Grantee requires for construction and operation of the traction power substation, retained fill areas, and columns for the guideway and foundations for support and operation of the Light Rail Transit System. At all other times, Grantee’s right to use the Light Rail Transit Way Easement shall be non-exclusive, subject to the provisions of paragraph 5 below. Grantee shall have the right, but not the obligation, to enter the Light Rail Transit Way Easement and the Property to remove vegetation within twenty (20) feet of structures, or to remove other impediments and to maintain the Light Rail Transit Way for its intended use. Grantee shall not disturb the Property other than to the extent that such disturbances are necessary for the activities permitted in this Easement. Any improvements and personal property on said Property damaged as a result of Grantee’s activities shall, at Grantee’s sole cost, be repaired or replaced at the Grantor’s option. This Easement shall only include such rights in the Property as shall be necessary for the activities contemplated by this Easement.

5. Grantor’s Use of the Property, or Light Rail Transit Way Easement or Both.

a. Grantor, its successors and assigns, shall have the right to use the Property in any way and for any purpose not inconsistent with the rights herein granted, and subject to the conditions of this Easement. Grantor shall retain the right to use the property within the Light Rail Transit Way Easement, so long as Grantor’s use does not interfere with

Grantee's operation, use, inspection, maintenance, replacement, removal, alteration and improvement of the Light Rail Transit System. The Grantor may use the underground portion of the Light Rail Transit Way Easement for construction, installation and operation of existing and future utilities, communication conduits, and surface water management facilities, so long as Grantor's use does not interfere with Grantee's operation, use, inspection, maintenance, replacement, removal, alteration and improvement of the Light Rail Transit System. These uses include the maintenance, repair, inspection, and demolition of these facilities. Grantor may also use the at-grade portion of the Light Rail Transit Way Easement for bridge structures and any other use that does not interrupt the Light Rail Transit System. Grantor shall coordinate with Grantee any activity that has the potential to cause interruption to the operation of Light Rail Transit System. Grantor shall exercise reasonable efforts to ensure that any such activities done by or for the Grantor shall be undertaken in a manner that minimizes, to the extent possible, disruption to operation use, inspection, maintenance, replacement, removal, alteration and improvement of the Light Rail Transit System. Grantor shall provide Grantee advance written notice of the timing and duration of such interruption at least seven (7) days prior to commencement of the interruption, unless an Emergency exists as defined in the Agreement. Emergency access to the Light Rail Transit Way Easement shall be addressed as provided in paragraph 8b below.

b. In no event may Grantor store flammable, explosive, or hazardous materials within the Light Rail Transit Way Easement. In the event Grantee discovers such items in the Light Rail Transit Way Easement, Grantee has the right to immediately remove such items at Grantor's expense.

c. No obstructions of any kind whatsoever shall be allowed within the area five (5) feet below the bottom of Grantee's aerial guideway structure or appurtenances thereto. Grantor shall make no use of the Light Rail Transit Way Easement whatsoever in the area above the aerial guideway structure.

6. Hazardous Substance Contamination. Hazardous Substances may exist within the Property and Light Rail Transit Way Easement. The Agreement defines "Hazardous Substances", sets forth the parties' agreement with regard to responsibilities for remediation and the cost of remediation of such Hazardous Substances encountered during the construction of the Project.

7. Standard of Care. Grantee shall perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws, and with the Environmental Work Plan established by the Agreement. Grantee shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property. Subject to Grantor's remediation obligations described in the Memorandum of Agreement, Grantee shall not allow the existence in or about the Light Rail Transit Way Easement of any Hazardous Substance in violation of any requirement contained in any applicable Environmental Law, and shall not allow the migration

Exhibit "F" to

F-3

Memorandum of Agreement

TMG-POS#280131

or release into adjacent surface waters, soils, underground waters or air of any Hazardous Substances from the Light Rail Transit Way Easement in violation of any requirement contained in any applicable Environmental Law. If Grantee is in violation of any requirement contained in any applicable Environmental Law, Grantee shall promptly take such action as is necessary to mitigate and correct the violation. If Grantee fails to take action, the Grantor has the right, but not the obligation, to come onto the Easement, to act in place of Grantee and to take such action as the Grantor deems necessary to ensure compliance or to mitigate the situation. Grantee shall pay to the Grantor all costs and expenses of any such action undertaken by the Grantor, which shall become due upon presentation of an invoice. Grantee shall provide insurance to cover the Grantor's real property as provided in the Agreement.

8. Ownership. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee shall own all Light Rail Transit Facilities within the Light Rail Transit Way Easement, including, without limitation, improvements constructed by either Party at the cost and expense of Grantee. Nothing in this Agreement, however, shall be construed as granting to the Grantee any interest or right in the Light Rail Transit Way Easement or the improvements within the Light Rail Transit Way Easement other than the rights expressly provided herein.

9. Operations. Grantee shall operate, maintain, and repair its Light Rail Transit System within the Light Rail Transit Way Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee shall exercise reasonable care in the performance of all its activities within the Light Rail Transit Way Easement and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

a. The Grantor shall have no responsibility for inspecting, maintaining, servicing or repairing any trains or other equipment used by Grantee as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements, including all structural inspection survey requirements.. The Grantor retains the right to request Grantee to provide all inspection records when Grantor interests may be involved.

b. In the event of an Emergency, or where the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property and Grantee does not expeditiously address the Emergency or imminent danger after Grantor notifies the Light Rail Transit System operations control center, taking into consideration the nature and complexity of the Emergency or other imminent danger, the Grantor may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without further notice, and Grantee shall pay to the Grantor the cost of any such action undertaken by the Grantor.

c. In order to maintain safe and efficient operations of the Light Rail Transit Facilities, the Grantor and Grantee shall jointly develop standard operating, emergency response and incident command procedures that incorporates Light Rail Transit Facility operations within the Airport environment, including weather and other natural incidents such as snow and earthquakes and grants the Grantor and Grantee appropriate

entry and access to Light Rail Transit Facilities within the Light Rail Transit Way Easement.

d. Grantee has custodial and maintenance responsibility for the Light Rail Transit Facilities, and the Grantor has custodial and maintenance responsibility for the Airport. The Grantor and Grantee shall jointly develop standards consistent with their respective industry standards.

10. Representations and Indemnifications. Grantee shall at all times 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. To the extent permitted by law, the Parties shall protect, defend, indemnify and hold harmless each other as provided for in the "General Indemnification" Section of the Agreement.

11. Liens and Encumbrances. Grantee shall, at its sole cost, keep the Easement free and clear of any liens or other encumbrances arising out of Grantee's activities under this Easement.

12. Transfer of Interests. Grantee shall not assign or transfer this Easement, or any interest therein to any entity other than a successor agency that operates high capacity transit, without the express written consent of Grantor. Such consent shall not be unreasonably withheld. All of the terms of this Easement, whether so expressed or not, shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefits of be enforceable by the parties hereto and their respective successors and assigns.

13. Binding Effect. This Light Rail Transit Way Easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Light Rail Transit System, which includes aerial, tunnel, and at-grade facilities operated by Grantee for high capacity transportation system purposes and shall inure to the benefit of Grantee, its successors and/or assigns and shall be binding upon the Property and Grantor, and their respective heirs, successors and/or assigns.

14. Termination and Reversion. In the event that Grantee or its successor agency permanently ceases operation of the Light Rail Transit System to the Property or in the event that Grantee or its successor agency does not construct the Light Rail Transit System to the Property, either party may terminate this Light Rail Transit Way Easement upon thirty (30) days written notice to the other. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor. In the event that the Easement is terminated, the Grantee shall restore the Easement as provided for in the Agreement.

15. Recording. This Light Rail Transit Way Easement shall be recorded in the real property records of King County, Washington.

Dated this _____ day of _____, 2006.

GRANTOR:

GRANTEE:

Port of Seattle

Central Puget Sound Regional Transit Authority

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

Exhibit "1"

Property Legal Description

THOSE PORTIONS OF SECTIONS 16, 20, 21, 28, 29, 32 AND 33, ALL IN TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., AND SECTIONS 4,5,8, AND 9 TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., ALL IN KING COUNTY, WASHINGTON, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, THENCE S 1°32'40" W A DISTANCE OF 687.14 FEET, TO THE INTERSECTION OF THE SOUTH MARGIN OF SO. 146TH ST. AND THE CENTERLINE OF 16TH AVE. S. AND THE TRUE POINT OF BEGINNING,

THENCE S 89° 42' 53" E ALONG SAID MARGIN A DISTANCE OF 2599.82 FEET, TO THE WEST MARGIN OF 24TH AVE. SOUTH;
THENCE S 1° 12' 07" W ALONG SAID MARGIN A DISTANCE OF 2344.66 FEET;
THENCE N 88° 47' 53" W A DISTANCE OF 65.00 FEET;
THENCE S 1° 12' 07" A DISTANCE OF 259.67 FEET, TO THE NORTHERLY MARGIN OF S 154TH ST.;
THENCE N 89° 07' 21" W A DISTANCE OF 65.00 FEET;
THENCE S 1° 06' 32" W A DISTANCE OF 77.51 FEET, TO THE POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET WITH A CENTRAL ANGLE OF 90°13'23" WHOSE TERMINUS POINT BEARS S 88° 53' 28" E, AN ARC DISTANCE OF 362.25 FEET TO A POINT OF TANGENCY;
THENCE N 0° 53' 09" E A DISTANCE OF 171.00 FEET;
THENCE S 87° 36' 22" E A DISTANCE OF 228.00 FEET, TO A POINT OF INTERSECTION WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET, WITH A CENTRAL ANGLE OF 34°49'38" WHOSE TERMINUS POINT BEARS S 0° 52' 40" W AN ARC DISTANCE OF 507.55 FEET TO A POINT OF TANGENCY;
THENCE S 54° 17' 42" E A DISTANCE OF 389.30 FEET, TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 635.00 FEET, WITH A CENTRAL ANGLE OF 89°56'15" WHOSE TERMINUS POINT BEARS S 35° 42' 18" W AN ARC DISTANCE OF 996.76 FEET TO A POINT OF TANGENCY;
THENCE S 35° 38' 33" W DISTANCE OF 611.29 FEET, TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1965.00 FEET, WITH A CENTRAL ANGLE OF 3°37'29" WHOSE TERMINUS POINT BEARS S 54° 21' 27" E, AN ARC DISTANCE OF 124.31 FEET, TO A POINT ON THE NORTH MARGIN OF SO. 160TH ST.;
THENCE S 89° 08' 57" E ALONG SAID MARGIN A DISTANCE OF 434.00 FEET;
THENCE S 1° 27' 39" W A DISTANCE OF 30.00 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28;

THENCE CONTINUING S 1° 27' 39" W A DISTANCE OF 814.56 FEET;
THENCE N 89° 09' 37" W A DISTANCE OF 657.02 FEET;
THENCE S 1° 31' 52" W A DISTANCE OF 1809.53 FEET, TO THE SOUTH LINE OF THE
NORTHEAST QUARTER OF SECTION 28;
THENCE S 1° 36' 48" W A DISTANCE OF 682.20 FEET, TO THE SOUTHERLY MARGIN
OF S. 170TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WESTERLY MARGIN OF
INTERNATIONAL BOULEVARD (U.S. HIGHWAY 99);
THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTHWEST CORNER OF
TRACT 20, BOW LAKE TRACTS UNRECORDED;
THENCE CONTINUE SOUTHERLY ALONG SAID MARGIN A DISTANCE OF 21.40
FEET;
THENCE S 87° 58' 45" W A DISTANCE OF 96.00 FEET;
THENCE S 40° 44' 36" W A DISTANCE OF 92.76 FEET;
THENCE N 88° 10' 06" W A DISTANCE OF 0.57 FEET;
THENCE S 41° 29' 37" W A DISTANCE OF 142.37 FEET;
THENCE CONTINUING S 41° 29' 37" W A DISTANCE OF 196.34 FEET;
THENCE S 23° 31' 31" W TO THE EAST MARGIN OF 28TH AVE SOUTH;
THENCE N 89° 39' 32" W A DISTANCE OF 40 FEET TO THE WEST MARGIN OF 28TH
AVE. SOUTH; THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTHERLY
MARGIN OF SOUTH 188TH ST;
THENCE CONTINUING S 3° 11' 54" W A DISTANCE OF 265.02 FEET;
THENCE N 88° 09' 20" W A DISTANCE OF 10.00 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 713.15 FEET;
THENCE S 87° 41' 50" E A DISTANCE OF 10.00 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 138.23 FEET;
THENCE N 87° 41' 50" W A DISTANCE OF 10.00 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 200.00 FEET, TO THE NORTHERLY MARGIN
OF S 192ND ST.
THENCE S 87° 41' 50" E A DISTANCE OF 30.01 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 30.01 FEET, TO THE INTERSECTION OF
SOUTH 192ND ST. AND 28TH AVENUE SOUTH, THE INTERSECTION BEING THE
SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 33;
THENCE N 87° 41' 50" W A DISTANCE OF 262.81 FEET;
THENCE S 0° 00' 00" E A DISTANCE OF 285.00 FEET;
THENCE N 87° 41' 50" W A DISTANCE OF 30.00 FEET;
THENCE S 0° 00' 00" E A DISTANCE OF 32.56 FEET;
THENCE N 87° 41' 50" W A DISTANCE OF 105.00 FEET;
THENCE S 0° 00' 00" E A DISTANCE OF 256.50 FEET;
THENCE N 87° 28' 20" W A DISTANCE OF 264.48 FEET;

THENCE S 1° 00' 00" E A DISTANCE OF 174.79 FEET TO THE NORTH BOUNDARY LINE OF LOWES TERRACE AS RECORDED IN VOLUME 49 OF PLATS, PAGE 9 RECORDS OF KING COUNTY;
THENCE EASTERLY ALONG SAID BOUNDARY LINE TO THE WEST MARGIN OF 28TH AVE SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 200TH ST;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 18TH AVE SOUTH;
THENCE N 88° 26' 13" W A DISTANCE OF 264.40 FEET TO THE WEST MARGIN OF STATE HIGHWAY S.R. 509;
THENCE CONTINUING N 88° 26' 13" W A DISTANCE OF 662.69 FEET TO THE WEST LINE OF SECTION 4, THE CORNER BEING N 3° 59' 14" W A DISTANCE OF 30.14 FEET FROM THE WEST QUARTER CORNER OF SECTION 4;
THENCE CONTINUING WESTERLY ALONG THE NORTH MARGIN OF SOUTH 200TH ST. TO THE EAST MARGIN OF 15TH AVE SOUTH;
THENCE NORTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 198TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 13TH AVE SOUTH;
THENCE NORTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 196TH PLACE;
THENCE WESTERLY ALONG SAID MARGIN TO THE SOUTHWEST CORNER OF LOT 6, KOESSNER ADDITION AS RECORDED IN VOLUME 57 OF PLATS, PAGES 75-77;
THENCE NORTHERLY ALONG THE WEST LOT LINE OF SAID LOT TO THE SOUTH MARGIN OF SOUTH 196TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF STATE HIGHWAY S.R. 509;
THENCE CONTINUING ALONG SAID MARGIN TO THE WEST LINE OF SECTION 4-22-4;
THENCE NORTHERLY ALONG SAID SECTION LINE TO THE NORTH MARGIN OF SOUTH 188TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EASTERLY MARGIN OF STATE HIGHWAY SR 509;
THENCE NORTHWESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF DES MOINES MEMORIAL DRIVE;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 144TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF 16TH AVE SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 146TH STREET;

THENCE EASTERLY ALONG SAID MARGIN TO THE CENTERLINE OF 16TH AVE SOUTH AND THE TRUE POINT OF BEGINNING.

EXCEPT:

ALL DEDICATED ROADWAYS AND STATE HIGHWAYS SR 509 AND SR 518 RIGHT OF WAYS WITHIN THE ABOVE DESCRIBED BOUNDARY

KING COUNTY ASSESSOR
PARCEL NUMBER 2123049034
PARCEL NUMBER 2023049081
PARCEL NUMBER 2023049283
PARCEL NUMBER 2023049340
PARCEL NUMBER 2023049058
PARCEL NUMBER 2023049110
PARCEL NUMBER 2023049234
PARCEL NUMBER 2023049125
PARCEL NUMBER 2023049229
PARCEL NUMBER 0422049139
PARCEL NUMBER 0422049218

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, BEING THE TRUE POINT OF BEGINNING;
THENCE NORTHERLY ALONG WEST LINE OF SAID SECTION TO THE NORTH MARGIN OF SOUTH 144TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF DES MOINES MEMORIAL DRIVE;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 128TH ST;
THENCE EASTERLY TO THE WEST MARGIN OF 18TH AVE. SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 130TH ST;
THENCE EASTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 20TH AVE. SOUTH;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 128TH ST;
THENCE EASTERLY TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16;
THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTHEAST CORNER OF LOT 12, J.F. ORD'S HOME TRACTS, AS RECORDED IN VOLUME 20 OF PLATS, PAGE 11;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF LOT 7 IN SAID PLAT;
THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT TO THE SOUTH MARGIN OF SOUTH 136TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF 24TH AVE. SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 146TH ST;
THENCE WESTERLY ALONG SAID MARGIN TO THE WEST LINE OF SECTION 21;
THENCE NORTHERLY ALONG SAID LINE TO THE NORTHWEST CORNER OF SECTION 21 AND THE TRUE POINT OF BEGINNING.

EXCEPT;

ALL DEDICATED ROADWAYS LYING WITHIN THE ABOVE DESCRIBED BOUNDARY.

KING COUNTY ASSESSOR
PARCEL NUMBER 6083000142
PARCEL NUMBER 6083000122
PARCEL NUMBER 6083000150
PARCEL NUMBER 6083000148
PARCEL NUMBER 6083000146
PARCEL NUMBER 6083000143
PARCEL NUMBER 1623049079
PARCEL NUMBER 1623049407
PARCEL NUMBER 1623049238
PARCEL NUMBER 1623049181
PARCEL NUMBER 2123049121
PARCEL NUMBER 2123049036
PARCEL NUMBER 1723049076
PARCEL NUMBER 1723049178
PARCEL NUMBER 1723049156

ALSO:

COMMENCING AT THE CENTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST,
THENCE SOUTH ALONG SECTION LINE TO THE INTERSECTION WITH THE SOUTH MARGIN OF SOUTH 200TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE TO THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 22N, RANGE 4E;
THENCE CONTINUING SOUTH ALONG SECTION LINE TO THE CENTER OF SECTION 9;
THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER TO THE WEST QUARTER CORNER;
THENCE NORTHERLY ALONG THE WEST SECTION LINE TO THE SOUTH MARGIN OF 16TH AVE. SOUTH;
THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 8 OF CORDELL TRACTS NO. 3, AS RECORDED IN VOLUME 67, BOOK OF PLATS, PAGE 70;
THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 6 OF SAID PLAT AND THE SOUTHWEST MARGIN OF 15TH AVE. SOUTH;
THENCE EASTERLY ALONG SOUTH MARGIN OF 15TH AVE. SOUTH TO THE SOUTHWEST CORNER OF LOT 5, CORDELL TRACTS, AS RECORDED IN VOLUME 64, BOOK OF PLATS, PAGE 70;
THENCE CONTINUING EASTERLY ALONG SOUTH LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 5;
THENCE NORTHERLY TO THE NORTHEAST CORNER OF LOT 8 IN SAID PLAT AND THE INTERSECTION WITH THE SOUTH MARGIN OF SOUTH 208TH STREET;
THENCE CONTINUING NORTHERLY ALONG THE SAME LINE TO THE NORTH MARGIN OF SOUTH 208TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE SOUTHWEST CORNER OF LOT 19, BLOCK 81, SEELEY'S ADDITION TO THE CITY OF DES MOINES, AS RECORDED IN VOLUME 15, BOOK OF PLATS, PAGE 59;
THENCE NORTHERLY ALONG THE WEST LINE OF BLOCK 81 AND CONTINUING NORTH TO THE NORTH MARGIN OF SOUTH 201ST STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 15TH AVE. SOUTH;
THENCE NORTHERLY TO THE SOUTH MARGIN OF SOUTH 200TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

EXCEPT:

ALL DEDICATED ROADWAYS AND STATE HIGHWAY S.R.509 RIGHT OF WAY.

KING COUNTY ASSESSOR
PARCEL NUMBER 0422049031
PARCEL NUMBER 6663000101
PARCEL NUMBER 5251100095
PARCEL NUMBER 0422049032
PARCEL NUMBER 0422049186
PARCEL NUMBER 0422049025

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PARCEL NUMBER 0922049006
PARCEL NUMBER 0922049263
PARCEL NUMBER 2782400190
PARCEL NUMBER 0422049216

ALSO:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M. IN THE CITY OF SEA-TAC, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE S 89° 24' 10" E ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 32.66 FEET THENCE N 00° 35' 50" W, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE NORTH MARGIN OF SOUTH 160TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE S 89° 24' 10" W, PARALLEL TO SAID SOUTH LINE A DISTANCE OF 1171.44 FEET TO THE SOUTHEASTERLY MARGIN OF SR 518, THE AIRPORT ACCESS FREEWAY;

THENCE N 33° 37' 38" E ALONG SAID SOUTHEASTERLY MARGIN A DISTANCE OF 157.41 FEET;

THENCE N 43° 33' 02" E A DISTANCE OF 200.05 FEET;

THENCE N 40° 36' 28" E A DISTANCE OF 312.55 FEET;

THENCE N 44° 24' 06" E A DISTANCE OF 449.98 FEET;

THENCE N 52° 17' 49" E A DISTANCE OF 474.38 FEET;

THENCE S 58° 44' 35" E A DISTANCE OF 90.81 FEET TO THE EAST LINE OF SAID SECTION 21;

THENCE S 00° 25' 29" E ALONG THE SAID EAST LINE, A DISTANCE OF 863.26 FEET;

THENCE N 89° 24' 10" E PARALLEL TO THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 37.55 FEET TO THE NORTHWESTERLY MARGIN OF SR 99, INTERNATIONAL BOULEVARD;

THENCE S 18° 44' 29" W ALONG SAID MARGIN, A DISTANCE OF 214.13 FEET TO THE TRUE POINT OF BEGINNING.

ALSO:

LOTS 1 THROUGH 14 IN THE PLAT OF LEBECK'S ADDITION, A PORTION OF WILDON UNRECORDED IN THE NORTHEAST QUARTER OF THE NORTHEAST

QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN THE CITY OF SEA-TAC, KING COUNTY, WASHINGTON.

ALSO:

THAT PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21 TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.,
THENCE N 1°11'59" E A DISTANCE OF 2,645.25 FEET;
THENCE S 88°48'01" E A DISTANCE OF 183.18 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 89°12'49" E A DISTANCE OF 1,122.34 FEET;
THENCE S 1°03'30" W A DISTANCE OF 583.45 FEET;
THENCE N 89°07'39" W A DISTANCE OF 68.16 FEET;
THENCE N 00°52'21" E A DISTANCE OF 19.00 FEET;
THENCE N 86°58'55" W A DISTANCE OF 110.34 FEET;
THENCE N 54°03'28" W A DISTANCE OF 52.50 FEET;
THENCE N 61°27'40" W A DISTANCE OF 408.85 FEET;
THENCE N 63°27'44" W A DISTANCE OF 596.23 FEET;
THENCE N 1°11'59" E A DISTANCE OF 80.39 FEET TO CLOSE AT THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL "B"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;
THENCE N 1°11'59" E A DISTANCE OF 2,773.93 FEET;
THENCE S 88°48'01" E A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 1°11'59" E A DISTANCE OF 512.52 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 88°48'01" E FROM THE PC, AN ARC DISTANCE OF 39.07 FEET THRU A CENTRAL ANGLE OF 89°31'52" TO A POINT OF TANGENCY;
THENCE N 1°11'59" E A DISTANCE OF 15.00 FEET;

THENCE S 89°16'09" E A DISTANCE OF 271.22 FEET;
THENCE S 1°29'46" W A DISTANCE OF 15.00 FEET;
THENCE S 89°16'09" E A DISTANCE OF 270.86 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 0°43'51" W FROM THE PC, AN ARC DISTANCE OF 31.56 FEET THRU A CENTRAL ANGLE OF 90°23'56" TO A POINT OF TANGENCY;
THENCE S 1°07'48" W A DISTANCE OF 284.20 FEET;
THENCE S 89°16'12" E A DISTANCE OF 25.02 FEET;
THENCE S 1°07'48" W A DISTANCE OF 303.35 FEET;
THENCE N 89°12'49" W A DISTANCE OF 482.35 FEET;
THENCE N 39°49'29" W A DISTANCE OF 91.92 FEET;
THENCE N 89°12'49" W A DISTANCE OF 70.00 FEET TO CLOSE AT THE TRUE POINT OF BEGINNING

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL "C"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.,
THENCE N°11'59" E A DISTANCE OF 3,396.45 FEET;
THENCE S 88°48'01" E A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 1°11'59" E A DISTANCE OF 553.96 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 88°48'01" E FROM THE PC, AN ARC DISTANCE OF 39.01 FEET THRU A CENTRAL ANGLE OF 89°24'14" TO A POINT OF TANGENCY;
THENCE S 89°23'47" E A DISTANCE OF 597.11 FEET;
THENCE S 1°08'05" W A DISTANCE OF 605.29 FEET;
THENCE N 89°16'09" W A DISTANCE OF 597.32 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS N 0°43'51" E FROM THE PC, AN ARC DISTANCE OF 39.48 FEET THRU A CENTRAL ANGLE OF 90°28'08" TO A CLOSE AT THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD.

EXCEPT:

THE FOLLOWING DESCRIBED PARCEL IS IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.,

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AND INCLUDES A PORTION OF LOTS 1 THROUGH 6 LOWES TERRACE NO. 4 & 5, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, SAID EAST CORNER BEING THE "BOSTIAN" CORNER WHICH IS A 3 INCH BRASS DISC STAMPED B91-A;
THENCE N 87°28'53" W ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1,518.03 FEET;
THENCE S 2°31'07" W 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WEST MARGIN OF 28TH AVENUE SOUTH AND THE SOUTH MARGIN OF SOUTH 192ND STREET;
THENCE S 1°07'26" E ALONG THE WEST MARGIN OF 28TH AVENUE SOUTH A DISTANCE OF 729.15 FEET;
THENCE N 87°31'55" W 10.02 FEET;
THENCE S 1°07'26" E ALONG THE EAST BOUNDARY OF SAID LOWES TERRACE LOTS 1 AND 2, A DISTANCE OF 76.88 FEET;
THENCE N 87°31'55" W 340.67 FEET;
THENCE N 1°07'26" W 806.34 FEET TO THE SOUTH MARGIN OF SAID SOUTH 192ND STREET;
THENCE S 87°28'53" E ALONG SAID SOUTH MARGIN A DISTANCE OF 350.71 FEET TO THE TRUE POINT OF BEGINNING.

THE DESCRIBED AREA BEING 6.46 ACRES OR 281397.6 SQUARE FEET.

EXCEPT:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, AS ESTABLISHED PURSUANT TO KING COUNTY SUPERIOR COURT CAUSE NUMBER 635681;
THENCE N 3°11'34" E ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 640.91 FEET;
THENCE PERPENDICULAR TO SAID EAST LINE, N 86°48'26" W A DISTANCE OF 280.00 FEET;
THENCE S 36°04'38" W A DISTANCE OF 80.00 FEET;
THENCE S 69°48'58" W A DISTANCE OF 280.00 FEET;
THENCE S 15°00'00" E A DISTANCE OF 450.00 FEET;
THENCE S 2°17'50" W, PERPENDICULAR TO THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 42.00 FEET TO SAID SOUTH LINE;

THENCE S 87°42'10" E, ALONG SAID SOUTH LINE, A DISTANCE OF 439.35 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 80.00 FEET AND THE SOUTH 42.00 FEET THEREOF.

SUBJECT TO AN EASEMENT FOR UNDERGROUND UTILITIES OVER THE NORTH 15.00 FEET OF SAID PARCEL.

Exhibit "2"

Legal Description of Light Rail Transit Way

R/W No. POS-1
PIN 2823049016
Port of Seattle

R/W No. POS-2
PIN 2823049053
Port of Seattle

Grantor's Entire Parcel:
No Title Reports Available for the Port Properties...

Guideway Easement Area Acquired by Grantee:

All that portion of the Port of Seattle properties in the Southwest quarter of the Southeast quarter of Section 21, the West half of the Northeast quarter, the North half of the Southeast quarter, and the Southeast quarter of the Southeast quarter of Section 28, and the Northeast quarter of the Northeast quarter of Section 33, all in Township 23 North, Range 4 East, W.M., described as follows:

A strip of land 38.00 feet wide lying 19.00 feet on each side of the hereinafter described RWCL survey line between Light Rail Engineer's Stations (hereinafter referred to as LRES) RWCL 0+83.58 and RWCL 31+47.75.

ALSO that portion beginning at a point opposite LRES RWCL 5+89.04 on said RWCL survey line and 19.00 feet Northwesterly therefrom;
Thence southwesterly, parallel with said RWCL survey line, to a point opposite LRES RWCL 7+06.62 on said survey line;
Thence northeasterly to a point opposite LRES RWCL 5+89.31 on said survey line and 23.05 feet Northwesterly therefrom;
Thence southeasterly to the point of beginning.

ALSO that portion beginning at a point opposite LRES RWCL 27+14.32 on said survey line and 19.00 feet Westerly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 28+24.86 on said survey line;
Thence westerly to a point opposite said LRES and 20.72 feet Westerly therefrom;
Thence northerly to a point opposite LRES RWCL 27+35.97 on said survey line and 19.18 feet Westerly therefrom;
Thence northerly to the point of beginning.

ALSO that portion within a strip of land 34.00 feet wide lying 17.00 feet on each side of said RWCL survey line between LRES RWCL 31+47.75 and LRES RWCL 32+47.00.

ALSO that portion within a strip of land 32.00 feet wide lying 16.00 feet on each side of said RWCL survey line between LRES RWCL 32+47.00 and LRES RWCL 47+02.07.

ALSO that portion beginning at a point opposite LRES RWCL 47+02.07 on said RWCL survey line and 22.50 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 51+75.95 on said survey line;
Thence southerly to a point opposite LRES RWCL 52+43.20 on said survey line and 23.77 feet Easterly therefrom;
Thence southerly to a point opposite LRES RWCL 52+92.65 on said survey line and 25.14 feet Easterly therefrom;
Thence southerly to a point opposite LRES RWCL 54+66.50 on said survey line and 31.35 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 56+71.19 on said survey line;
Thence easterly to the Westerly margin of International Boulevard (distant 50' from the centerline thereof) at a point opposite said LRES and 98.23 feet Easterly therefrom;
Thence southerly along said margin to a point opposite LRES RWCL 57+03.94 on said survey line and 98.23 feet Easterly therefrom;
Thence westerly to a point opposite said LRES and 30.35 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 61+62.18 on said survey line;
Thence westerly to a point opposite said LRES and 30.35 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 60+14.56 on said survey line;
Thence westerly to a point opposite said LRES and 33.75 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 59+54.56 on said survey line;
Thence westerly to a point opposite said LRES and 43.44 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 58+55.38 on said survey line;
Thence northwesterly to a point opposite LRES RWCL 58+19.56 on said survey line and 96.54 feet Westerly therefrom;
Thence northeasterly to a point opposite LRES RWCL 57+83.74 on said survey line and 43.44 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 56+13.40 on said survey line;
Thence easterly to a point opposite said LRES and 31.35 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 54+15.90 on said survey line;
Thence northerly to a point opposite LRES RWCL 52+38.32 on said survey line and 21.00 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 47+02.07 on said survey line;
Thence easterly to the Point of Beginning.

EXCEPT any portion thereof lying within the right of way of South 170th Street.

Containing a total of 249,675 square feet, or 5.732 acres.

(Portion in R/W No. POS-1, Tax Parcel PIN 2823049016: 228,787 sq. ft.)

(Portion in R/W No. POS-2, Tax Parcel PIN 2823049053: 20,888 sq. ft.)

Permanent Easement Area Acquired by Grantee:

From parcel:

R/W No. POS-1

PIN 2823049016

(For a column footing)

All that portion of Grantor's parcel described as follows:

Beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 53+35.01 on the **hereinafter described** RWCL survey line and 26.66 feet Easterly therefrom;
Thence easterly to a point opposite said LRES and 32.35 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 53+60.12 on said survey line;
Thence westerly to the Easterly line of the Light Rail Guideway Easement at a point opposite said LRES and 27.55 feet Westerly therefrom;
Thence northerly along said Easterly line (a straight line) to the Point of Beginning.

Containing 160 square feet.

Permanent Easement Area Acquired by Grantee:

From parcel:

R/W No. POS-1

PIN 2823049016

(For underground storm drain, utilities)

All that portion of Grantor's Parcel lying within a strip of land 15 feet in width described as follows:

Beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 53+04.95 on the **hereinafter described** RWCL survey line and 25.58 feet Easterly therefrom;
Thence N86°49'18"E a distance of 76.63 feet to the Westerly margin of International Boulevard (being distant 50' from the centerline thereof) at a point opposite LRES RWCL 53+06.56 and 102.20 feet Easterly therefrom;
Thence S03°10'42"E along said margin a distance of 15.00 feet;
Thence S86°49'18"W a distance of 75.78 feet to the Easterly line of the Light Rail Guideway Easement at a point opposite LRES RWCL 53+19.96 and 26.12 feet Easterly therefrom;
Thence N06°25'27"W along said Easterly line a distance of 15.02 feet to the Point of Beginning.

Containing 1143 square feet.

Permanent Easement Area Acquired by Grantee: (For power substation)

From parcel:
R/W No. POS-2
PIN 2823049053

Commencing at the intersection of the south line of the north half of the southeast quarter of Section 28, Township 23 North, Range 4 East, W.M., with the westerly right of way line of International Boulevard distant 50 feet from the centerline thereof (being an angle point in the right of way of International Boulevard, which is 50 feet wide south of this point and wider to the north);

Thence S89°45'54"W along said south line a distance of 1.37 feet to the True Point of Beginning, being the southeast corner of Grantor's parcel and the westerly right of way line of International Boulevard as conveyed to the City of SeaTac by the warranty deed recorded under recording number 199807211668, records of King County, Washington, said point having, by Sound Transit survey, Port of Seattle coordinates of N 15422.20, E 16593.92 and being a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 45+51.48 on the **hereinafter described** RWCL survey line and 122.90 feet Easterly therefrom;

Thence continue S89°45'54"W along said south line a distance of 4.39 feet to the beginning of a non-tangent curve having a radius of 525.50 feet, to which point a radial line bears N89°00'24"E, said point being a point opposite LRES RWCL 45+50.94 on said survey line and 118.55 feet Easterly therefrom;

Thence northerly and northwesterly, to the left, along said curve through an angle of 25°33'00" an arc length of 234.34 feet to the beginning of a compound curve having a

radius of 752.50 feet, and being a point opposite LRES RWCL 43+56.21 on said survey line and 133.07 feet Northeasterly therefrom;
Thence northwesterly, to the left, along said curve through an angle of $05^{\circ}18'07''$ an arc length of 69.63 feet to a point having Port of Seattle coordinates of N 15708.67, E 16500.26, said point being opposite LRES RWCL 42+98.48 on said survey line and 132.30 feet Northeasterly therefrom;
Thence $S83^{\circ}34'40''E$ a distance of 118.46 feet to a point on the Westerly right of way line of International Boulevard as conveyed to the City of SeaTac by above said deed number 199807211668, said line being a non-tangent curve having a radius of 5780.26 feet, to which point a radial line bears $N83^{\circ}36'28''W$, said point being opposite LRES RWCL 43+51.78 on said survey line and 229.21 feet Northeasterly therefrom;
Thence southerly, to the left, along said curve through an angle of $2^{\circ}43'08''$ an arc length of 274.30 feet to the True Point of Beginning.

Containing 12,364 square feet.

Permanent Easement Area Acquired by Grantee: (For underground utilities between the Traction Power Substation and the Light Rail Guideway Easement.)

From parcel:
R/W No. POS-2
PIN 2823049053

All that portion of Grantor's Parcel lying within a strip of land 15 feet in width described as follows:

Beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 44+65.74 on the hereinafter described RWCL survey line and 16.00 feet Northeasterly therefrom;
Thence $N54^{\circ}44'14''E$ a distance of 120.95 feet to the Westerly boundary of the Traction Power Substation Easement, being a non-tangent curve having a radius of 525.50 feet, at a point opposite LRES RWCL 44+32.96 on said survey line and 131.34 feet Northeasterly therefrom, to which a point a radial line bears $N73^{\circ}33'19''E$;
Thence northwesterly, to the left, along said Westerly boundary an arc length of 15.77 feet to a point opposite LRES RWCL 44+19.89 on said survey line and 132.00 feet Northeasterly therefrom;
Thence $S54^{\circ}44'14''W$ a distance of 120.83 feet to the Easterly line of the Light Rail Guideway Easement, being a non-tangent curve to the left having a radius of 658.88 feet, at a point opposite LRES RWCL 44+50.32 on said RWCL survey line and 16.00 feet Northeasterly therefrom, to which point a radial line bears $N72^{\circ}24'00''E$;
Thence southeasterly, to the right, along said Easterly line (and parallel with said RWCL survey line), an arc length of 15.80 feet to the Point of Beginning.
Containing 1814 square feet.

TOGETHER WITH that portion described as beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 43+14.43 on the hereinafter described RWCL survey line and 16.00 feet Northeasterly therefrom;

Thence N82°51'39"E a distance of 125.15 feet to the Westerly boundary of the Traction Power Substation Easement, being a non-tangent curve having a radius of 752.50 feet, at a point opposite LRES RWCL 43+54.26 on said survey line and 133.05 feet Northeasterly therefrom, to which point a radial line bears N63°16'39"E;

Thence southeasterly, to the right, along said Westerly boundary an arc length of 2.36 feet to the beginning of a compound curve, having a radius of 525.50 feet, at a point opposite LRES RWCL 43+56.21 on said RWCL survey line and 133.07 feet Northeasterly therefrom, to which point a radial line bears N63°27'24"E;

Thence southeasterly, to the right, along said curve and Westerly boundary an arc length of 17.07 feet to a point opposite LRES RWCL 43+70.35 on said survey line and 133.15 feet Northeasterly therefrom;

Thence S72°03'37"W a distance of 118.12 feet to the Easterly line of the Light Rail Guideway Easement, being a non-tangent curve having a radius of 658.88 feet, at a point opposite LRES RWCL 43+56.72 on said RWCL survey line and 16.00 feet Easterly therefrom, to which point a radial line bears N64°03'32"E;

Thence northerly, to the left, along said Easterly line (and parallel with said RWCL survey line), an arc length of 43.35 feet to the Point of Beginning.

Containing 3664 square feet.

All containing 5478 square feet.

RWCL SURVEY LINE DESCRIPTION:

Commencing at the Southeast corner of Section 21, Township 23 North, Range 4 East, W.M., currently marked by a concrete monument with a brass pin in a case, having, by Sound Transit Survey, Port of Seattle coordinates of N 19367.59, E 17748.01;

Thence S89°24'11"W along the south line of said Section, the same being the centerline of South 160th Street, on-line to the South quarter corner of said Section, being a computed point having Port of Seattle coordinates of N 19340.25, E 15124.04 as provided by the Port of Seattle survey department, a distance of 1388.42 feet;

Thence at right angles N00°35'49"W a distance of 105.65 feet to Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 0+00 on the RWCL survey line, having Port of Seattle coordinates of N 19458.7765, E 16358.5652, and being the True Point of Beginning of the herein described RWCL LINE;

Thence S40°14'40"W a distance of 100.00 feet to a point on the North line of the South 30 feet of said Section 21, being a northerly property line of the Port of Seattle and the south line of State Route 518, said point having Port of Seattle coordinates of N 19382.4470, E 16293.9602, and being LRES RWCL 1+00 on said survey line;

Thence S40°14'40"W a distance of 369.59 feet to an angle point having Port of Seattle coordinates of N 19100.3435, E 16055.1885, and being LRES RWCL 4+69.59 A.P. on said survey line;

Thence S40°09'28"W a distance of 121.46 feet to a point having Port of Seattle coordinates of N 19007.5175, E 15976.8618, said point being LRES RWCL 5+91.04 P.C. on said survey line and the beginning of a curve to the left having a radius of 1497.00 feet,

Thence southwesterly and southerly along said curve through an angle of 40°10'04" an arc length of 1049.49 feet to a point having Port of Seattle coordinates of N 18041.8467, E 15623.9773, being LRES RWCL 16+40.53 P.T. on said survey line;

Thence S00°00'36"E a distance of 1073.79 feet to a point having Port of Seattle coordinates of N 16968.06, E 15624.17, said point being LRES RWCL 27+14.32 P.C. on said survey line and the beginning of a curve to the left having a radius of 1335.00 feet,

Thence southeasterly along said curve through an angle of 18°36'08" an arc length of 433.43 feet to a point having Port of Seattle coordinates of N 16542.2131, E 15693.9882, said point being LRES RWCL 31+47.75 P.C.C. on said survey line and the beginning of a compound curve having a radius of 1125.02 feet;

Thence southeasterly, to the left, along said curve through an angle of 04°15'33" an arc length of 83.63 feet to a point having Port of Seattle coordinates of N 16464.0199, E 15723.6004, being LRES RWCL 32+31.38 P.T. on said survey line;

Thence S22°52'18"E a distance of 15.61 feet to a point having Port of Seattle coordinates of N 16449.6361, E 15729.6679, said point being LRES RWCL 32+47.00 P.C. on said survey line and the beginning of a curve to the left having a radius of 1332.88 feet;

Thence southeasterly along said curve through an angle of 20°48'20" an arc length of 484.00 feet to a point having Port of Seattle coordinates of N 16047.2073, E 15993.7564, said point being LRES RWCL 37+30.99 P.C.C. on said survey line and the beginning of a compound curve having a radius of 1599.50 feet;

Thence southeasterly, to the left, along said curve through an angle of 02°41'41" an arc length of 75.23 feet to a point having Port of Seattle coordinates of N 15994.0383, E 16046.9708, said point being LRES RWCL 38+06.23 P.C.C. on said survey line and the beginning of a compound curve having a radius of 8001.53 feet;

Thence southeasterly, to the left, along said curve through an angle of 00°32'19" an arc length of 75.23 feet to a point having Port of Seattle coordinates of N 15942.3875, E 16101.6689, being LRES RWCL 38+81.46 P.T. on said survey line;

Thence S46°34'38"E a distance of 173.60 feet to a point having Port of Seattle coordinates of N 15823.7928, E 16228.4490, said point being LRES RWCL 40+55.06 P.C. on said survey line and the beginning of a curve to the right having a radius of 2594.78 feet;

Thence southeasterly along said curve through an angle of 01°42'14" an arc length of 77.16 feet to a point having Port of Seattle coordinates of N 15770.2507, E 16284.0073, said point being LRES RWCL 41+32.22 P.C.C. on said survey line and the beginning of a compound curve having a radius of 738.02 feet;

Thence southeasterly, to the right, along said curve through an angle of 05°01'18" an arc length of 64.68 feet to a point having Port of Seattle coordinates of N 15722.7250, E 16327.8565, said point being LRES RWCL 41+96.91 P.C.C. on said survey line and the beginning of a compound curve having a radius of 642.88 feet;

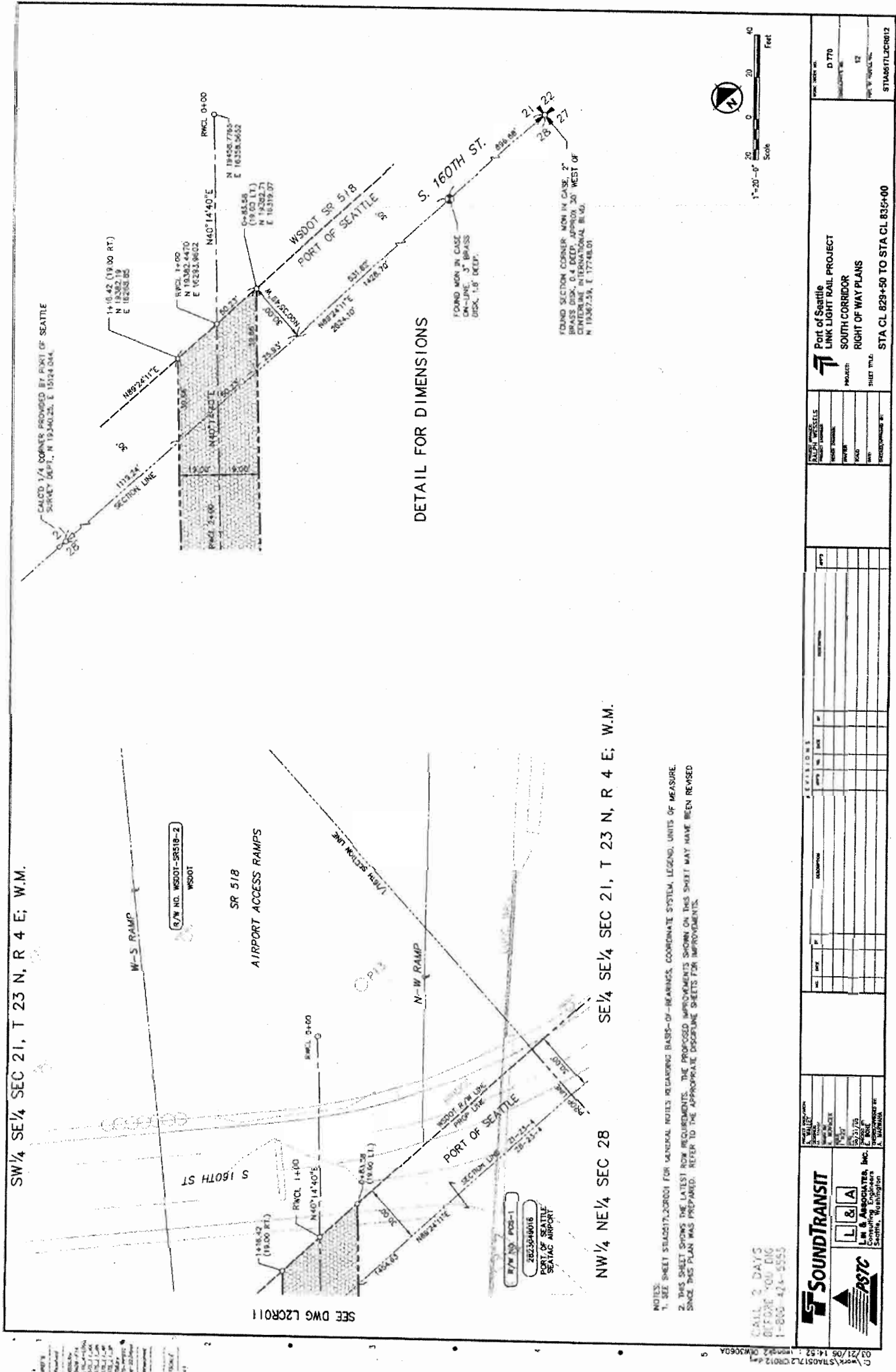
Thence southeasterly and southerly, to the right, along said curve through an angle of 32°45'22" an arc length of 367.53 feet to a point having Port of Seattle coordinates of N 15391.0266, E 16474.2012, said point being LRES RWCL 45+64.44 P.C.C. on said survey line and the beginning of a compound curve having a radius of 738.02 feet;
Thence southerly, to the right, along said curve through an angle of 05°10'18" an arc length of 64.68 feet to a point having Port of Seattle coordinates of N 15326.6006, E 16479.7450, said point being LRES RWCL 46+29.12 P.C.C. on said survey line and the beginning of a compound curve having a radius of 2594.78 feet;
Thence southerly, to the right, along said curve through an angle of 01°42'14" an arc length of 77.16 feet to a point having Port of Seattle coordinates of N 15249.4700, E 16481.8391, being LRES RWCL 47+06.28 P.T. on said survey line;
Thence S00°42'12"E a distance of 513.11 feet to an angle point having Port of Seattle coordinates of N 14736.4017, E 16488.1378, being LRES RWCL 52+19.39 A.P. on said survey line;
Thence S04°23'03"E a distance of 275.27 feet to an angle point having Port of Seattle coordinates of N 14461.9387, E 16509.1803, being LRES RWCL 54+94.66 A.P. on said survey line;
Thence S03°10'38"E a distance of 667.52 feet to a point having Port of Seattle coordinates of N 13795.4443, E 16546.1778, being LRES RWCL 61+62.18 P.O. T, and the end of the herein described RWCL LINE.

The specific details concerning all of which may be found on sheets 1-12 of that certain right of way plan entitled Port of Seattle, Link Light Rail Project, South Corridor Right of Way Plans, now of record and on file in the offices of Sound transit and the Port of Seattle, dated March, 2006.

NOTE:

All bearings and coordinates are referenced to the Port of Seattle's Seatac grid system.

Exhibit "3"
Easement Area Map

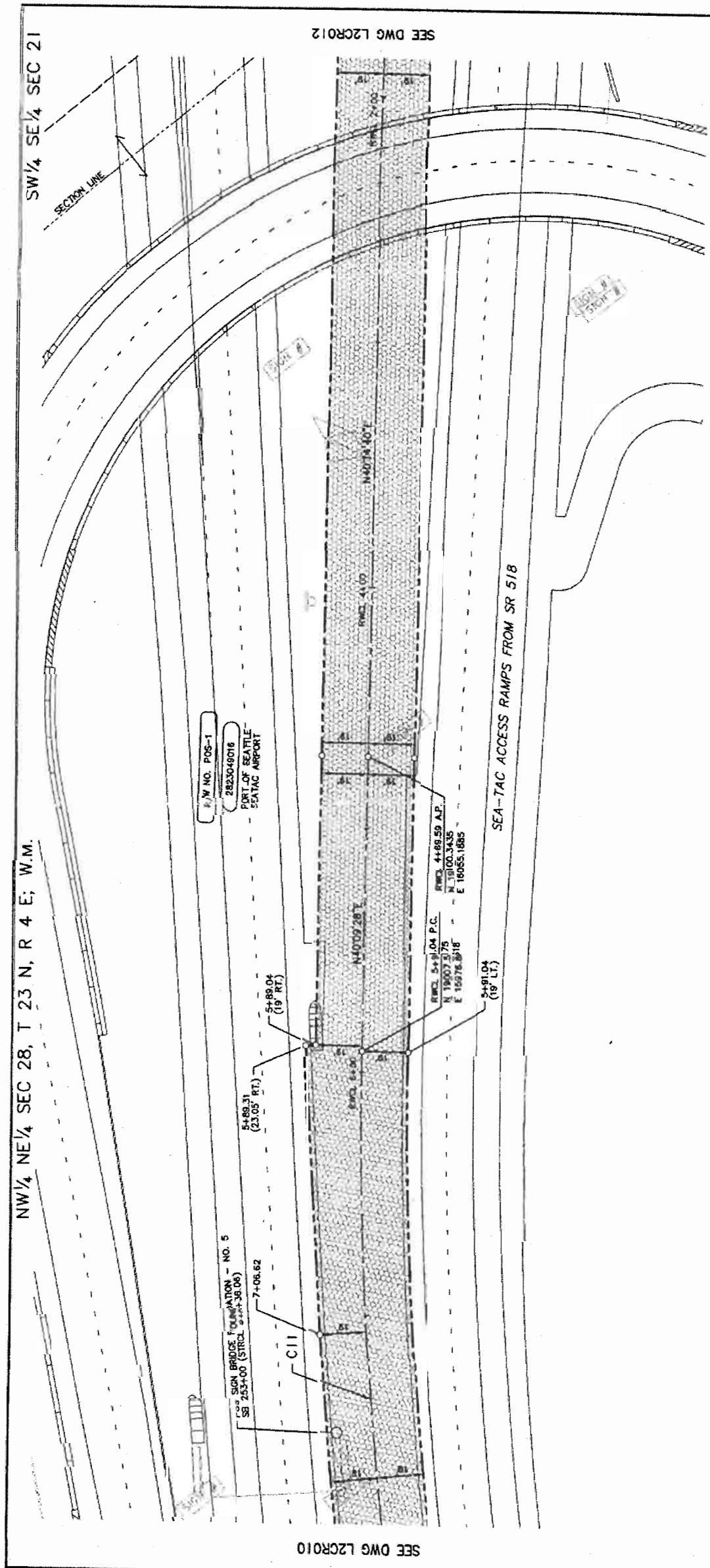


DETAIL FOR DIMENSIONS

NOTES:
1. SEE SHEET ST16AS17L2CR01 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
1-800-424-5555

SOUNDTRANSIT L & A L & A Associates, Inc. Seattle, Washington		ASTC ASTC Seattle, Washington		PORT OF SEATTLE PORT OF SEATTLE SEACAC AIRPORT	
PROJECT NO. ST16AS17L2CR012 DATE 03/27/08 14:52 DRAWN BY: J. MORGAN CHECKED BY: J. MORGAN		SHEET NO. 12 SHEET TITLE: STA CL 829+50 TO STA CL 833+00		PROJECT NO. ST16AS17L2CR012 DATE 03/27/08 14:52 DRAWN BY: J. MORGAN CHECKED BY: J. MORGAN	
PROJECT NO. ST16AS17L2CR012 DATE 03/27/08 14:52 DRAWN BY: J. MORGAN CHECKED BY: J. MORGAN		PROJECT NO. ST16AS17L2CR012 DATE 03/27/08 14:52 DRAWN BY: J. MORGAN CHECKED BY: J. MORGAN		PROJECT NO. ST16AS17L2CR012 DATE 03/27/08 14:52 DRAWN BY: J. MORGAN CHECKED BY: J. MORGAN	



NOTES:
 1. SEE SHEET STAGS7L2CR011 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEG-NO. UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVERSED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

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L & A ASSOCIATES, INC.
 Consulting Engineers
 Seattle, Washington

REVISIONS

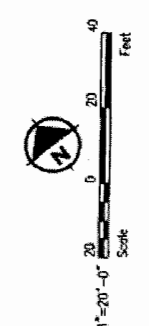
NO.	DATE	DESCRIPTION

PROJECT INFORMATION

PROJECT NO.	
PROJECT NAME	
DATE	
SCALE	
DRAWN BY	
CHECKED BY	
DATE	

RWCL CENTERLINE CURVE DATA

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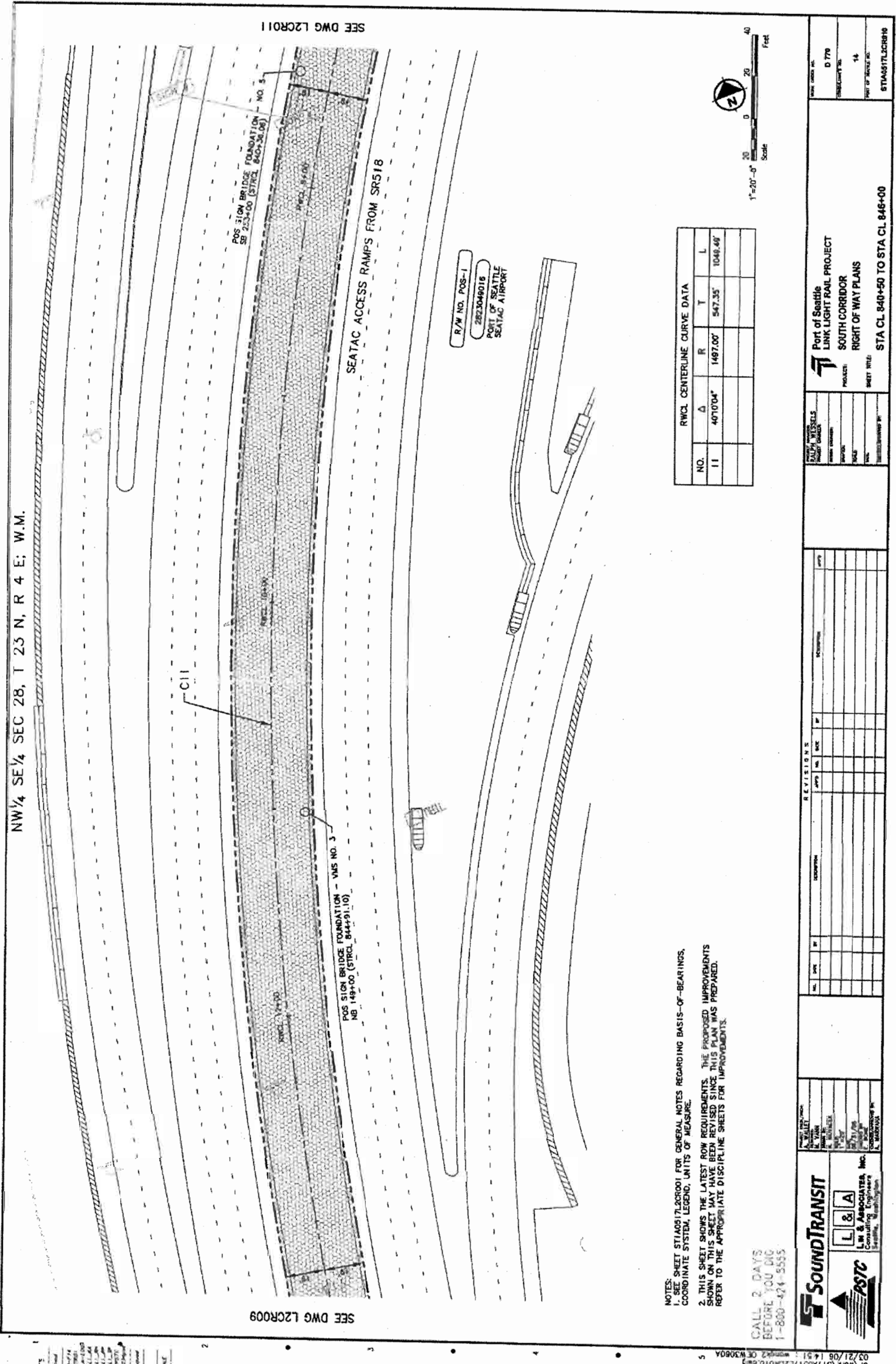
STAGS7L2CR011

PROJECT: Part of Seattle Link Light Rail Project
 SOUTH CORRIDOR
 RIGHT OF WAY PLANS
 STA CL 835+00 TO STA CL 840+50

DATE: 03/21/09
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 03/21/09

SCALE: 1"=20'-0"

PROJECT NO.: D 770
 SHEET NO.: 13
 SHEET TITLE: STAGS7L2CR011



NW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

SEE DWG L2CR009

SEE DWG L2CR011

NOTES:
 1. SEE SHEET STA0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

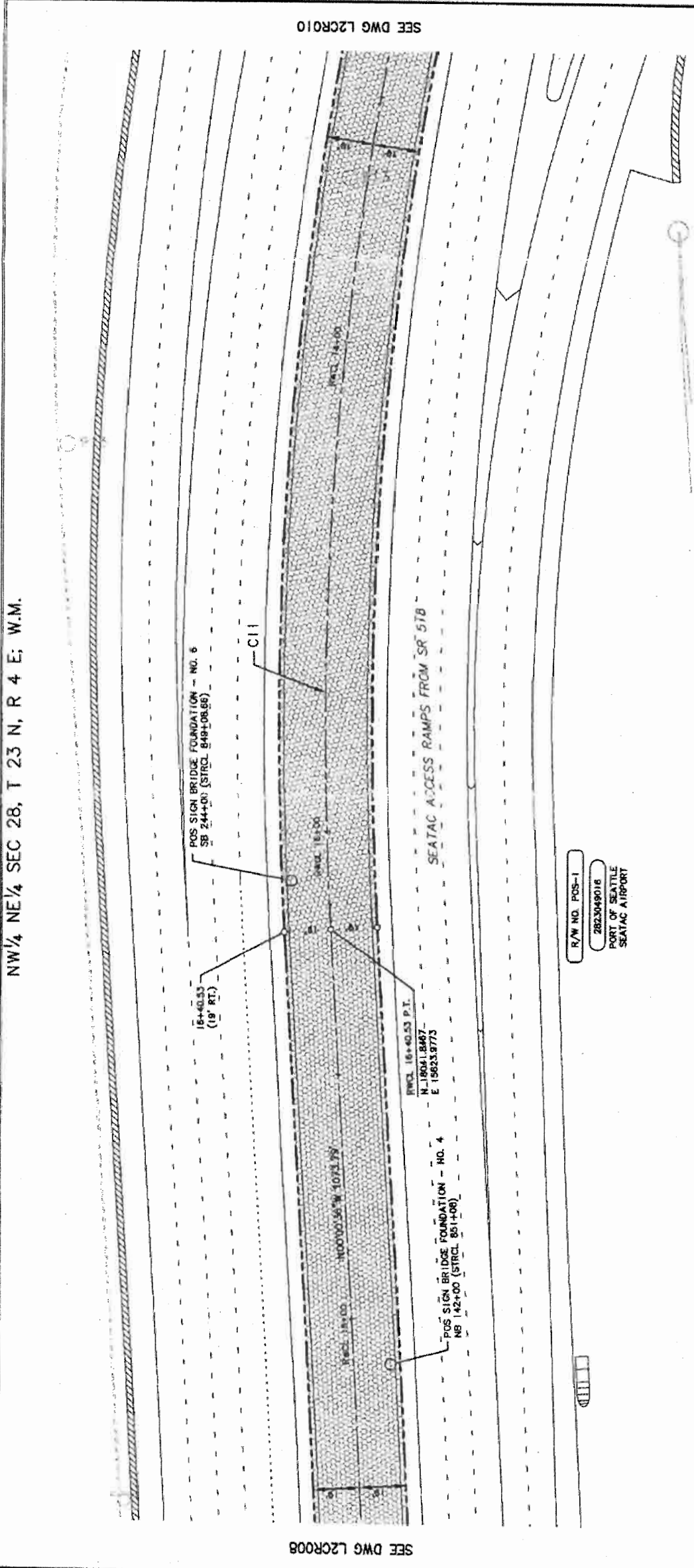
CALL 2 DAYS BEFORE YOU DIG
 1-800-424-5555

NO.	Δ	R	T	L
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 Consulting Engineers	PROJECT: Port of Seattle LINK LIGHT RAIL PROJECT SOUTH CORRIDOR RIGHT OF WAY PLANS	SHEET NO.: 14 SHEET TITLE: STA CL 840+50 TO STA CL 846+00
	DRAWN BY: D 770 CHECKED BY: 14 DATE OF PLOT: 08/14/06	STA0517L2CR011

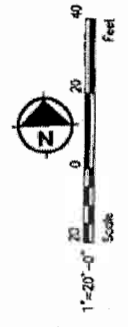
NW 1/4 NE 1/4 SEC 28, T 23 N, R 4 E; W.M.



NOTES:
 1. SEE SHEET ST1A05/7L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
 1-800-424-5555

NO.	A	R	T	L
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SEE DWG L2CR008

SEE DWG L2CR010

R/W NO. POS-1
 2823049016
 PORT OF SEATTLE
 SEATAC AIRPORT

SOUNDTRANSIT L & A ASSOCIATES, INC. Consulting Engineers Seattle, Washington		REVISIONS		PROJECT NO. D 770 SHEET NO. 15 PORT OF SEATTLE STANS17L2CR009	
PROJECT: Port of Seattle LINK LIGHT RAIL PROJECT SOUTH CORRIDOR RIGHT OF WAY PLANS STA CL 846+00 TO STA CL 851+50		REVISIONS NO. DATE DESCRIPTION 1 03/21/05 2 03/21/05		DRAWN BY: [] CHECKED BY: [] DATE: 03/21/05	

NW¼ SW¼ SEC 22, T 23 N, R 4 E, W.M.

R/W NO. POS-1
2823040016
PORT OF SEATTLE
SEATAC AIRPORT

SEE DWG L2CR007

POS SIGN BRIDGE FOUNDATION - VMS NO. 1
SB 239+00 (STRUC 854+08.01)

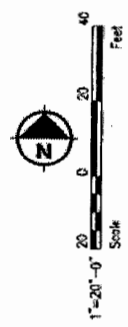
INCL 224+00
1007'00" S41°W 1073.79'

INCL 224+00

SEATAC ACCESS RAMPS FROM SR 518

NOTES:
1. SEE SHEET STA1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
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SOUND TRANSIT
L & A
L & A ASSOCIATES, INC.
Consulting Engineers
Seattle, Washington

NO.	DATE	DESCRIPTION	BY	CHKD	APPD

NO.	DATE	DESCRIPTION	BY	CHKD	APPD

NO.	DATE	DESCRIPTION	BY	CHKD	APPD

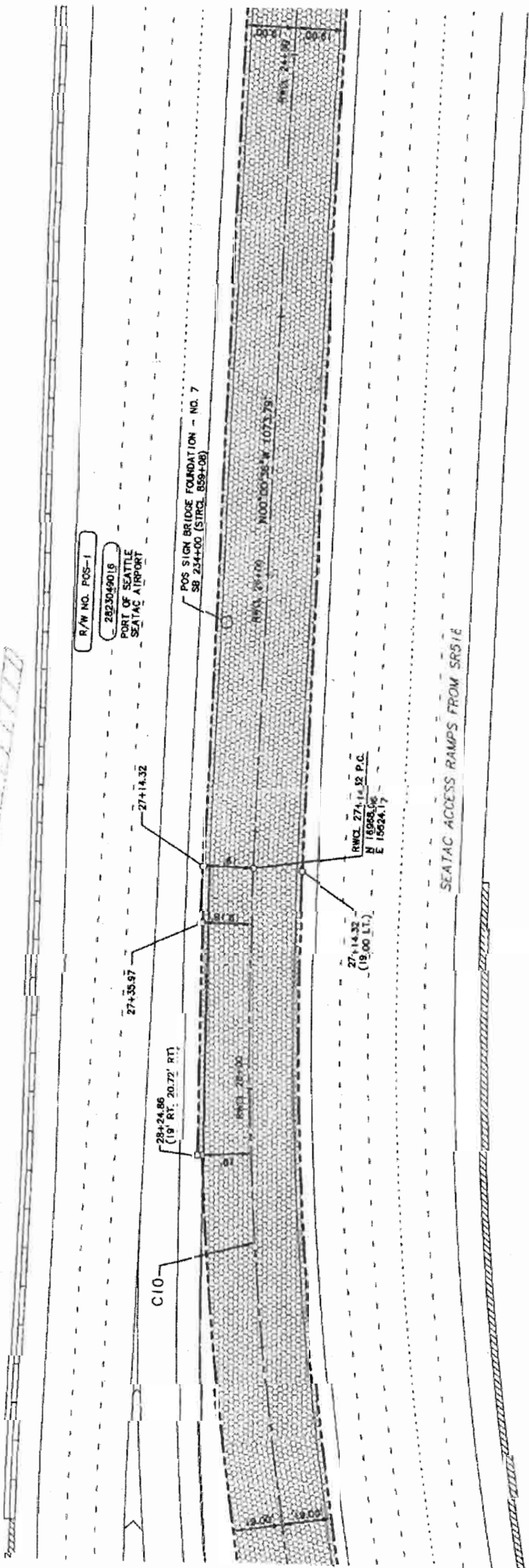
NO.	DATE	DESCRIPTION	BY	CHKD	APPD

DESIGNED BY	
CHECKED BY	
DATE	
PROJECT	
SHEET TITLE	

Port of Seattle
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT OF WAY PLANS
STA CL 851+50 TO STA CL 857+00

SCALE	D 770
DATE	16
PROJECT NO.	ST1A0517L2CR006

SW 1/4 NE 1/4 SEC 28, T 23 N, R 4 E; W.M.



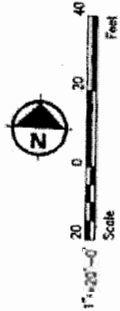
SEE DWG L2CR008

SEE DWG L2CR006

NOTES:
 1. SEE SHEET STA1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE OFFLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
 1-800-424-5555

RWCL CENTERLINE CURVE DATA				
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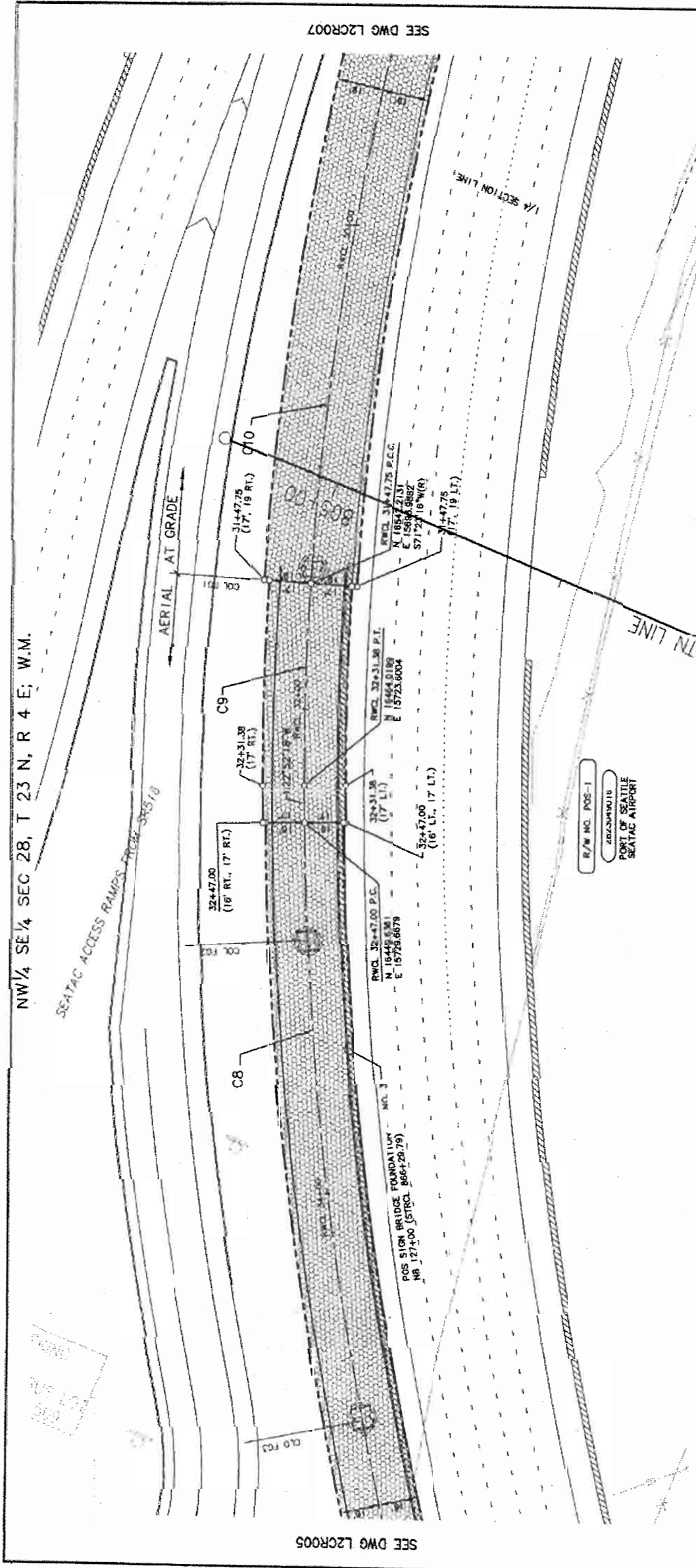


SOUND TRANSIT
 L & A
 LAW & ASSOCIATES, INC.
 SEATTLE, WASHINGTON

REVISIONS			
NO.	DATE	BY	DESCRIPTION

Port of Seattle LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT OF WAY PLANS
 STA CL 857+00 TO STA CL 862+50

PROJECT: **PORT OF SEATTLE**
 SHEET TITLE: **RIGHT OF WAY PLANS**
 SHEET NO.: **17**
 DRAWING NO.: **D 178**
 STA: **STA1A0517L2CR007**

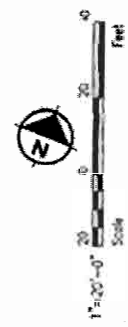


SW 1/4 NE 1/4 SEC 28

NOTES:
 1. SEE SHEET ST1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
 1-800-474-4555

NO.	Δ	R	T	L
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9	4°15'33"	1125.02'	41.84'	83.63'
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SEE DWG L2CR005
 SEE DWG L2CR007

SOUNDTRANSIT

L & A

PS&C

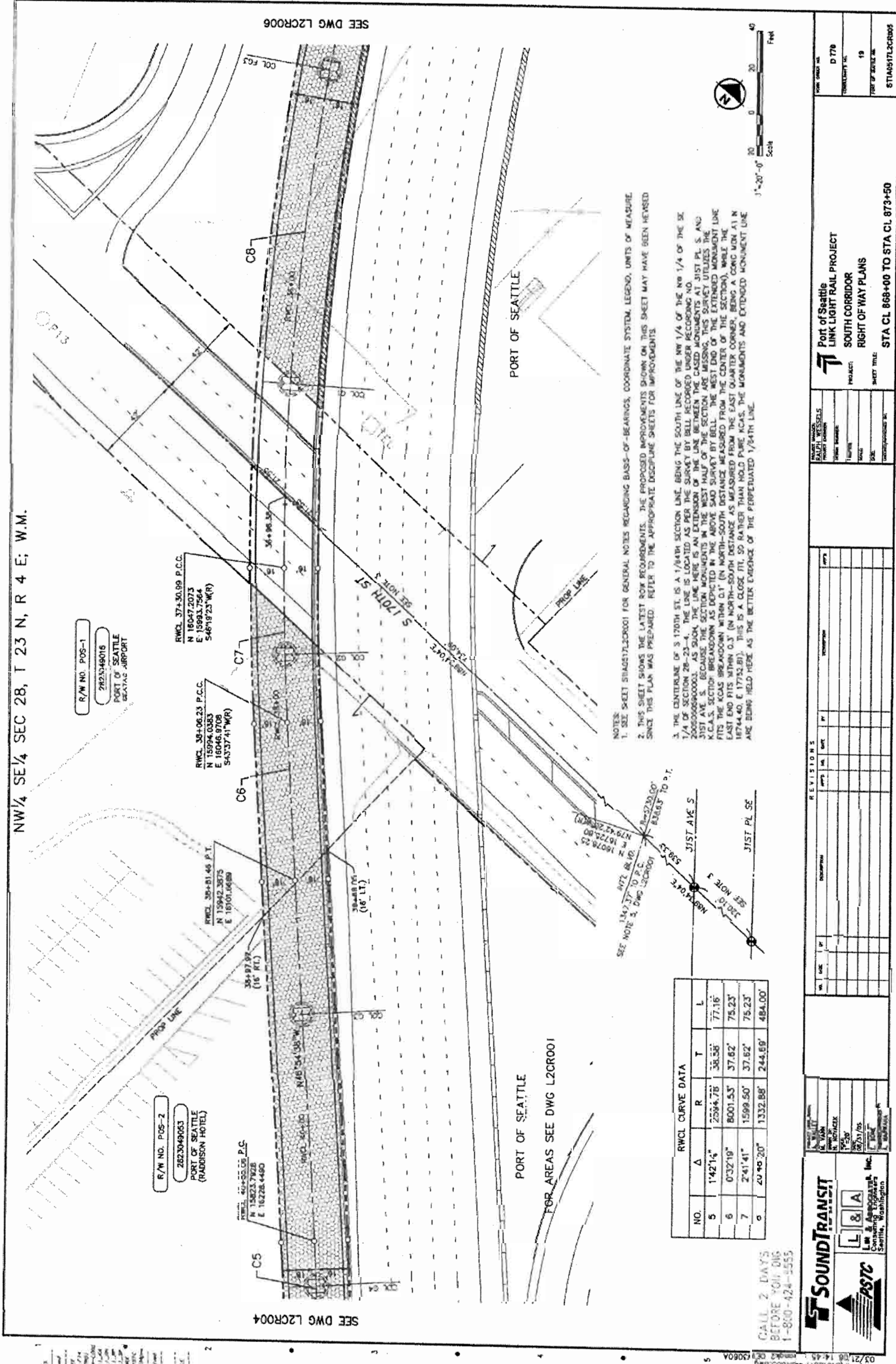
Consulting Engineers
 Seattle, Washington

NO.	DATE	BY	CHKD	REVISIONS

PROJECT: **Port of Seattle LINK LIGHT RAIL PROJECT SOUTH CORRIDOR RIGHT OF WAY PLANS**

SHEET TITLE: **STA CL 862+50 TO STA CL 868+00**

DATE: 02/21/01 14:49
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 1-800-474-4555



NW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

R/W NO. POS-1
2823346016
PORT OF SEATTLE
SEATTLE AIRPORT

R/W NO. POS-2
2823049063
PORT OF SEATTLE
(RADISSON HOTEL)

RWCL 37+30.59 P.C.C.
N 18047.2073
E 15993.7564
546°19'23" W(R)

RWCL 38+06.23 P.C.C.
N 15994.0383
E 16046.9708
543°37'41" W(R)

RWCL 40+55.06 P.C.
N 13023.7928
E 16228.4460

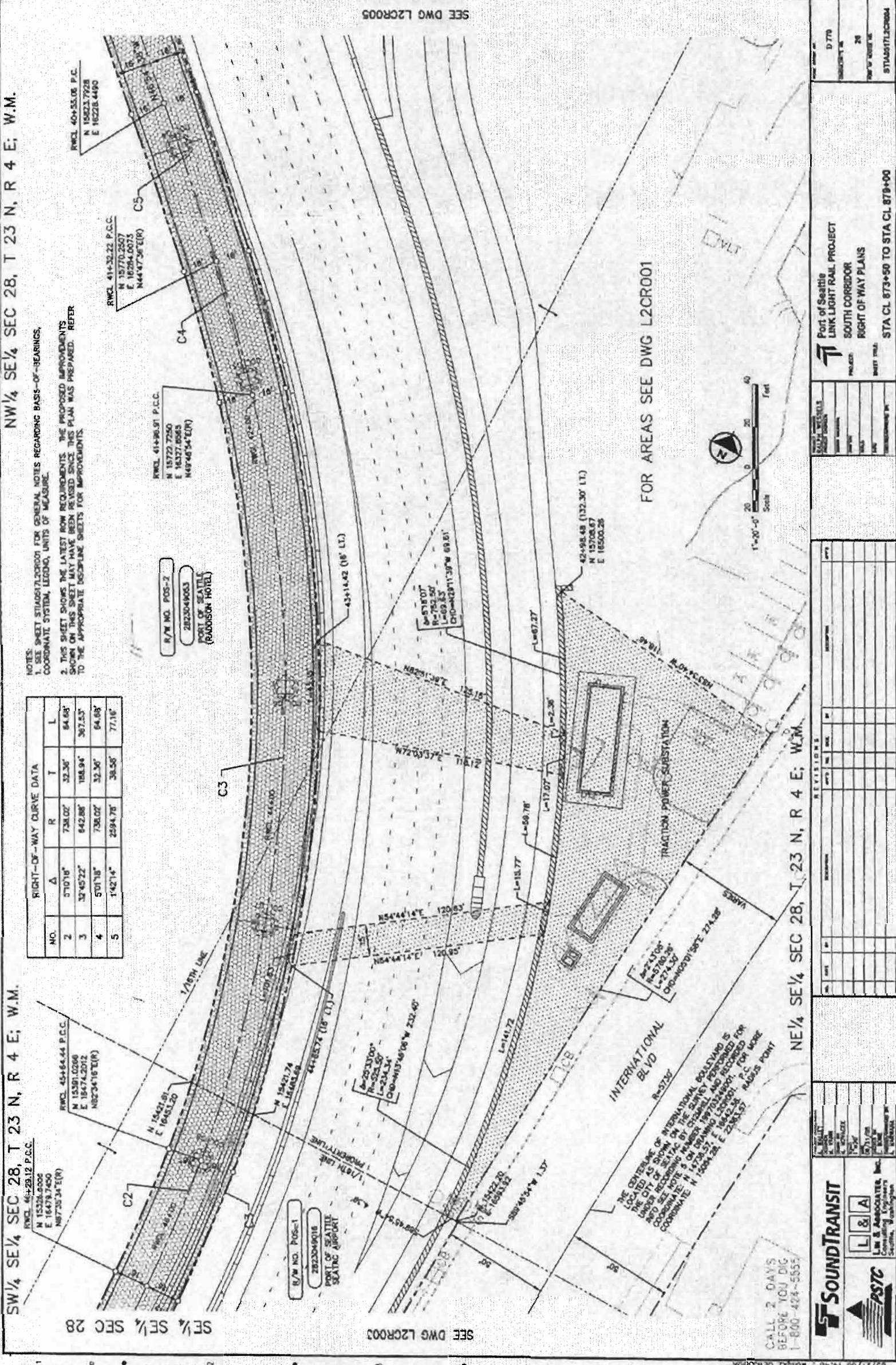
RWCL 38+81.46 P.T.
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7	2°41'41"	1599.50'	37.62'	75.23'
8	20°40'20"	1332.88'	244.69'	484.00'

- NOTES:
- SEE SHEET 28A051L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 - THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVERSED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.
 - THE CENTERLINE OF S 170TH ST IS A 1/4" CHORD SECTION LINE BEING THE SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 28-23-4. THE LINE IS LOCATED AS PER THE SURVEY BY BELL SCORDED UNDER RECORDING NO. 20000000000000 AS SHOWN. THE LINE HERE IS AN EXTENSION OF THE LINE BETWEEN THE CORNERS OF JUST PL SE AND 31ST AVE S. BECAUSE THE SECTION MONUMENTS IN THE WEST HALF OF THE SECTION ARE MISSING, THIS SURVEY UTILIZES THE K.L.A.S. SECTION BREAKDOWN AS DEPICTED IN THE ABOVE SAID SURVEY BY BELL. THE WEST END OF THE EXTENDED MONUMENT LINE FITS THE KOAS BREAKDOWN WITHIN 0.1' (IN NORTH-SOUTH DISTANCE MEASURED FROM THE CENTER OF THE SECTION), WHILE THE EAST END FITS WITHIN 0.3' (IN NORTH-SOUTH DISTANCE AS MEASURED FROM THE EAST QUARTER CORNER, BEING A CONC. MON. AT N 18744.40, E 17752.81). THIS IS A CLOSE FIT, SO RATHER THAN HOLD PURE KOAS, THE MONUMENTS AND EXTENDED MONUMENT LINE ARE BEING HELD HERE AS THE BETTER EVIDENCE OF THE PERPETUATED 1/4" CHORD LINE.

CALL 2 DAYS BEFORE YOU DIG
1-800-424-5555

SOUNDTRANSIT PORT OF SEATTLE 1500 3RD AVENUE SEATTLE, WA 98101		L & A CONSULTANTS 1500 3RD AVENUE SEATTLE, WA 98101		PSTC PORT OF SEATTLE 1500 3RD AVENUE SEATTLE, WA 98101	
DATE	BY	REVISED	BY	REVISIONS	
PROJECT: Port of Seattle LINK LIGHT RAIL PROJECT SOUTH CORRIDOR RIGHT OF WAY PLANS			STA CL 868+00 TO STA CL 873+50		
SHEET TITLE:			STA CL 868+00 TO STA CL 873+50		
DATE: 03/21/06		DRAWN BY: D 178		CHECKED BY: 19	
PROJECT NO: 19		SHEET NO: 19		TOTAL SHEETS: 19	



RIGHT-OF-WAY CURVE DATA

NO.	Δ	R	T	L
1	37°01'18"	738.02'	32.36'	64.63'
2	37°45'22"	642.88'	188.94'	367.53'
3	50°17'18"	738.02'	32.36'	64.63'
4	1°42'14"	2594.78'	38.58'	77.16'

NOTES:
 1. SEE SHEET STAGGER/30001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

SW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E, W.M. NW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E, W.M.

SEE DWG L2CR003 SEE DWG L2CR003

FOR AREAS SEE DWG L2CR001

NE 1/4 SE 1/4 SEC 28, T 23 N, R 4 E, W.M.

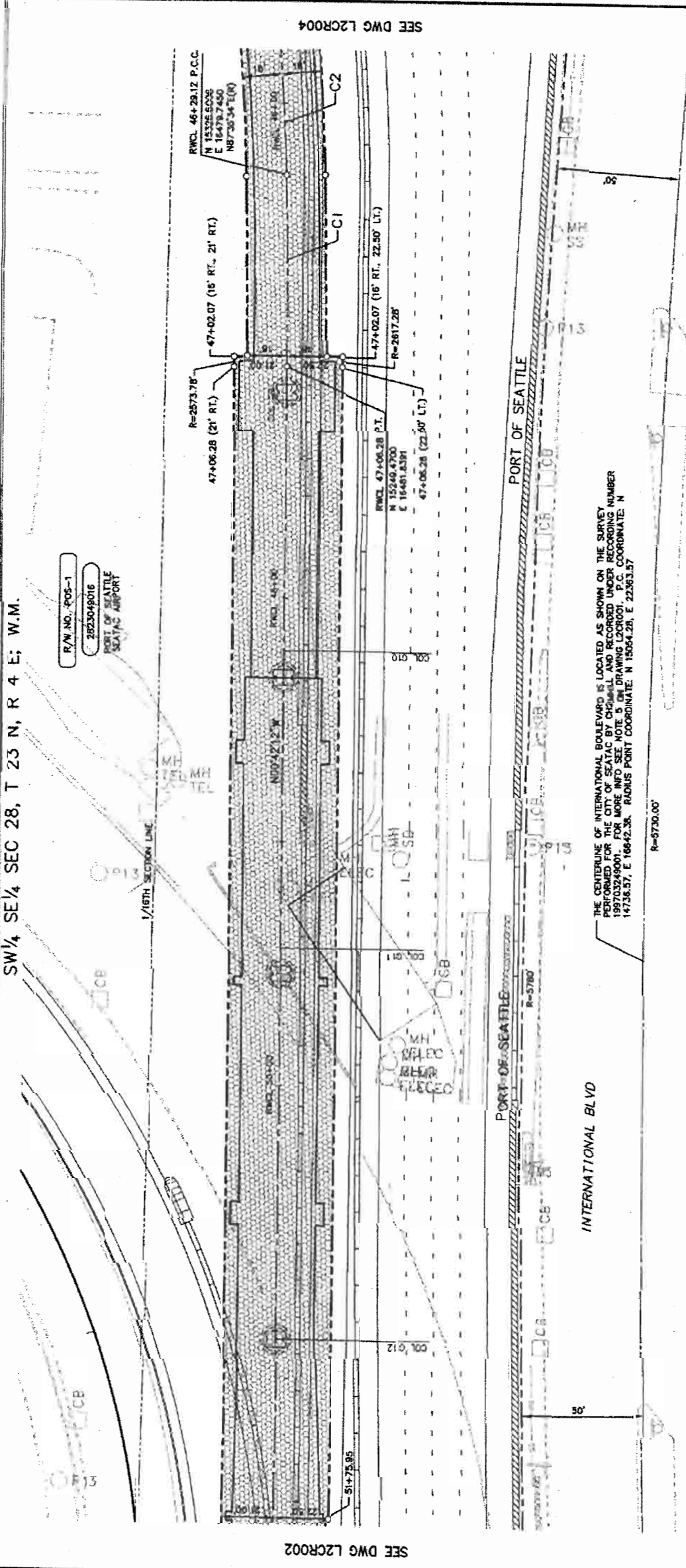
CALL 2 DAYS BEFORE YOU DIG 1-800-424-5555

SOUNDTRANSIT
 L & A
 L & A Associates, Inc.
 Consulting Engineers
 Seattle, Washington

PSTC
 PORT OF SEATTLE
 TRANSPORTATION CENTER
 400 WEST ALASKA STREET
 SEATTLE, WA 98101

PROJECT: Port of Seattle LINK LIGHT RAIL PROJECT SOUTH CORRIDOR RIGHT OF WAY PLANS
 SHEET NO.: STA CL 873+50 TO STA CL 879+00
 DATE: 02/27/09
 DRAWN BY: D 779
 CHECKED BY: 28
 PROJECT NO.: STA CL 873+50 TO STA CL 879+00

SW 1/4 SEC 28, T 23 N, R 4 E; W.M.



SEE DWG L2CR002

SEE DWG L2CR004

- NOTES:
1. SEE SHEET STAGS17L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASUREMENT.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

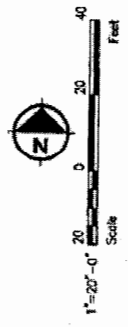
CALL 2 DAYS BEFORE YOU DIG
1-800-424-5555

SOUNDTRANSIT

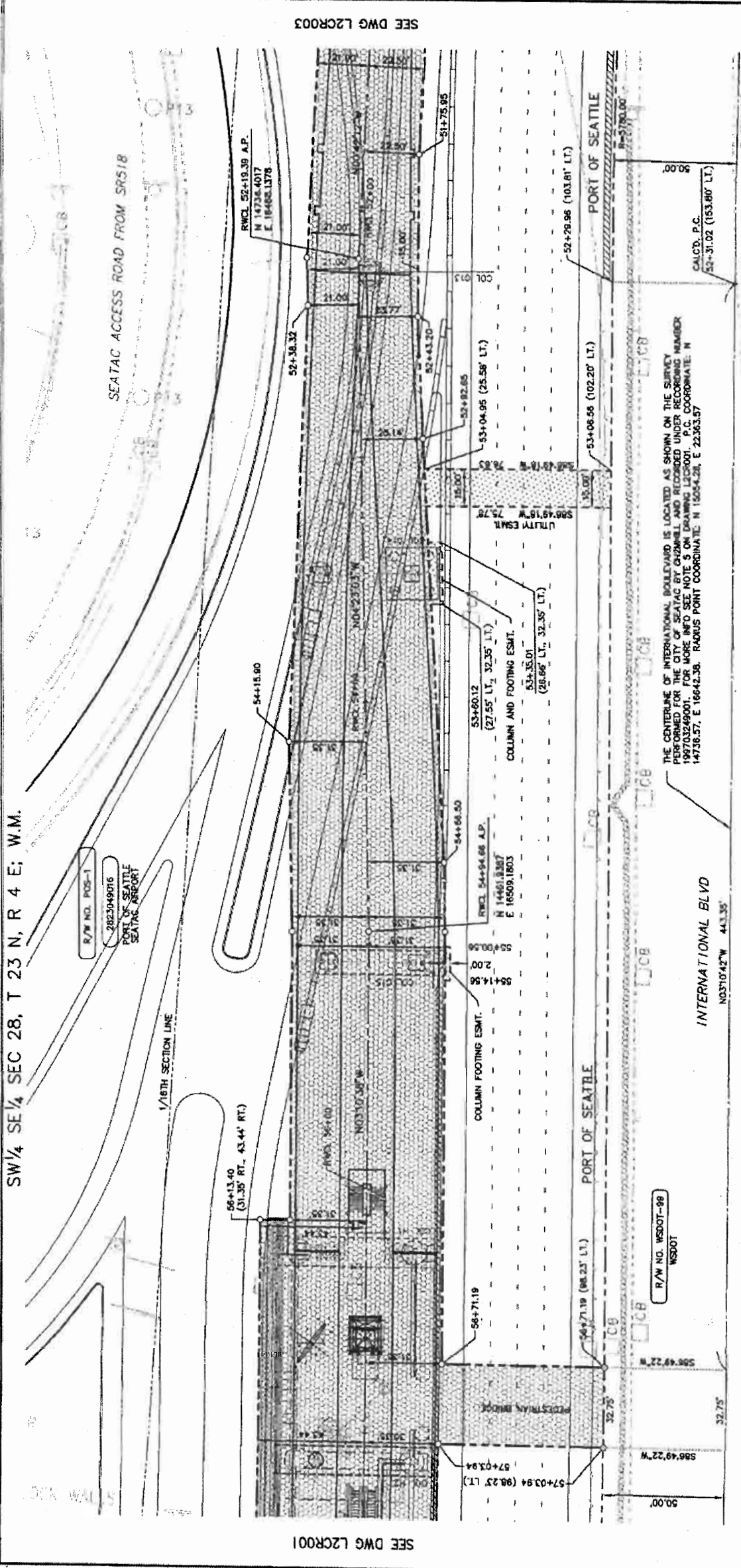
L&A
 L&A Associates, Inc.
 Consulting Engineers
 Seattle, Washington

NO.	DATE	BY	REVISIONS

NO.	Δ	R	T	L
1	142°14'	2584.78'	38.58'	77.16'
2	57°18'	5730.00'	32.36'	64.88'



SE 1/4 SEC 28, T 23 N, R 4 E; W.M.



SE 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

- NOTES:
- SEE SHEET STA0017L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 - THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVERSED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
1-800-424-5555

SOUNDTRANSIT
L & A
L & Associates, Inc.
Seattle, Washington

ASTC

NO.	DATE	BY	REVISIONS

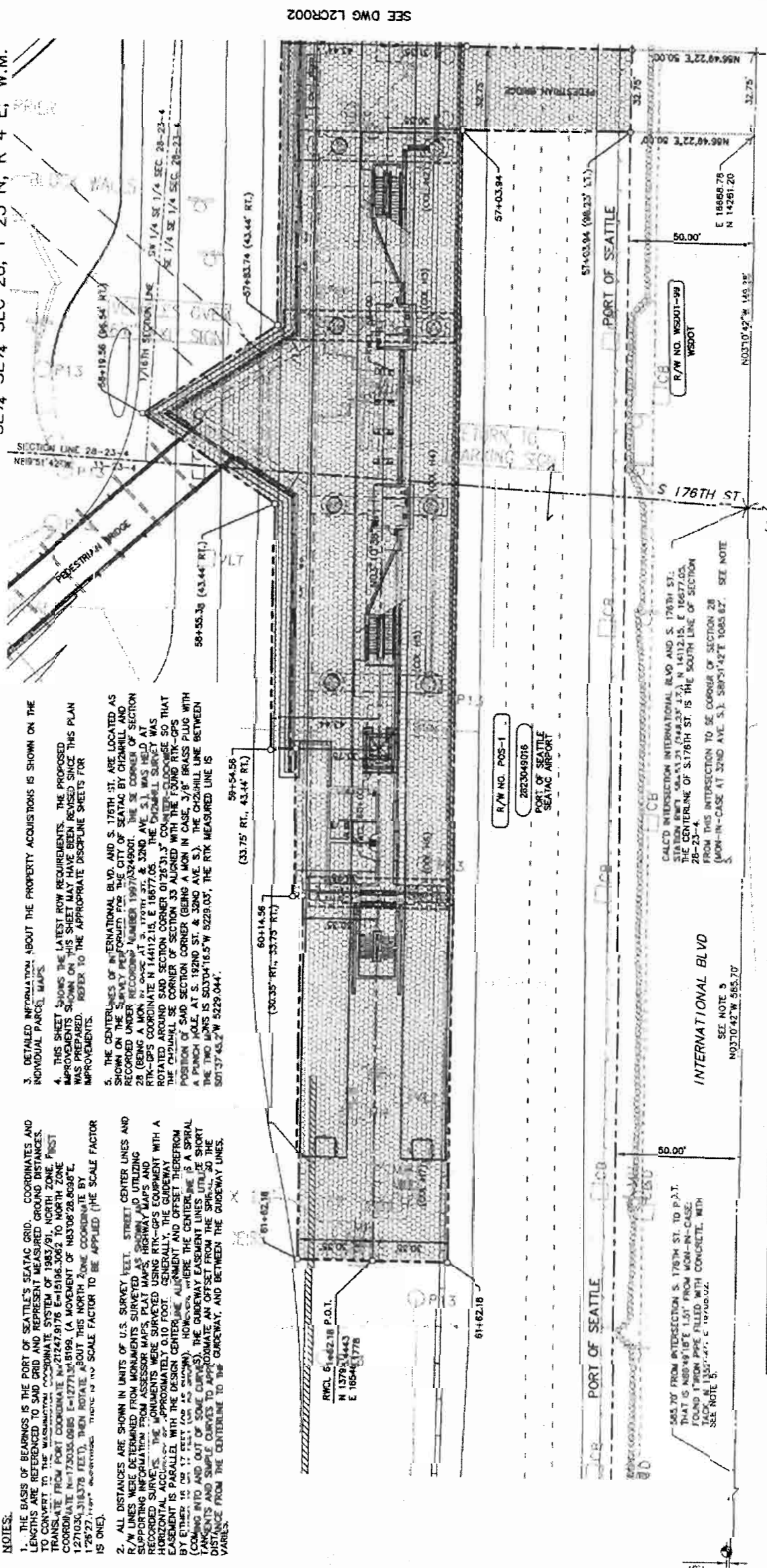
DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION

Part of Seattle
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT OF WAY PLANS
STA CL 884+50 TO STA CL 890+00

DATE PLOTTED	03/27/06 14:48
PROJECT NUMBER	03778
PROJECT NAME	CONCRETE
DATE	22
DATE OF ISSUE	8/16/05
DATE OF REVISION	8/16/05

NE 1/4 NE 1/4 SEC 33, T 23 N, R 4 E; W.M. SE 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.



- NOTES:**
1. THE BASIS OF BEARINGS IS THE PORT OF SEATTLE'S SEACAC GRID. COORDINATES AND LENGTHS ARE REFERENCED TO SAID GRID AND REPRESENT MEASURED GROUND DISTANCES. TO CONVERT TO THE NATIONAL GRID SYSTEM OF 1983/91, NORTH ZONE, FIRST TRANSIT TO THE PORT COORDINATE N=21247.9178 E=15196.3062 TO NORTH ZONE COORDINATE N=17503.0885 E=12771.31099, (A MOVEMENT OF N83°08'28.8688"E, 12710.3513878 FEET), THEN ROTATE ABOUT THIS NORTH ZONE COORDINATE BY 1°28'22.1194" ANTI-CLOCKWISE. THERE IS NO SCALE FACTOR TO BE APPLIED (THE SCALE FACTOR IS ONE).
 2. ALL DISTANCES ARE SHOWN IN UNITS OF U.S. SURVEY FEET. STREET CENTER LINES AND R/W LINES WERE DETERMINED FROM MONUMENTS SURVEYED. SUPPORTING INFORMATION FROM ASSESSOR MAPS, PLAT MAPS, HIGHWAY MAPS, AND RECORDED SURVEYS. THE MONUMENTS WERE SURVEYED USING RTK-GPS EQUIPMENT WITH A HORIZONTAL ACCURACY OF APPROXIMATELY 0.10 FOOT. GENERALLY, THE GUIDEWAY EASEMENT IS PARALLEL WITH THE DESIGN CENTERLINE ALIGNMENT AND OFFSET THEREFROM BY EITHER 10 OR 15 FEET (SEE PLAN). HOWEVER, WHERE THE CENTERLINE IS A SPIRAL (COMING INTO AND OUT OF SOME CURVES), THE GUIDEWAY EASEMENT LINES UTILIZE SHORT TANGENTS AND SIMPLE CURVES TO APPROXIMATE AN OFFSET FROM THE SPIRAL, SO THE DISTANCE FROM THE CENTERLINE TO THE GUIDEWAY, AND BETWEEN THE GUIDEWAY LINES, VARIES.
 3. DETAILED INFORMATION ABOUT THE PROPERTY ACQUISITIONS IS SHOWN ON THE INDIVIDUAL PARCEL MAPS.
 4. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.
 5. THE CENTERLINES OF INTERNATIONAL BLVD. AND S. 176TH ST. ARE LOCATED AS SHOWN ON THE SURVEY PERFORMED FOR THE CITY OF SEATTLE BY CHAMBERLAIN AND RECORDED UNDER RECORDING NUMBER 19873249001. THE SE CORNER OF SECTION 28 (BEING A MON. P. CASE AT S. 176TH ST. & 32ND AVE. S.) WAS HELD AT ROTATED AROUND SAID SECTION CORNER 012631.3" COUNTER-CLOCKWISE SO THAT THE CHAMBERLAIN SURVEY CORNER COINCIDES WITH THE FOUND RTK-GPS POSITION OF SAID SECTION CORNER BEING A MON. IN CASE, 3/8" BRASS PLUG WITH A PUNCH HOLE, AT S. 192ND ST. & 32ND AVE. S.). THE CHAMBERLAIN LINE BETWEEN THE TWO MONS IS S03°04'16.5"W 5229.05', THE RTK MEASURED LINE IS S01°37'43.2"W 5229.044'.

SEE DWG L2CR002

LEGEND

- PERMANENT EASEMENT
- GUIDEWAY EASEMENT
- LIGHT RAIL GUIDEWAY

SOUND TRANSIT R/W NO.	PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	FEE TAKE SQ. FT.	REMAINER SQ. FT.	GUIDEWAY PERMANENT ESMT SQ. FT.	UNDERGROUND UTILITY PERMANENT ESMT SQ. FT.	TRACTION POWER SUBSTATION RECORDING
1	2823040016	PORT OF SEATTLE	323,345	228,787	#143 #160	228,787	#143 #160	
2	2823040053	PORT OF SEATTLE		20,889	+12,364 #2976	20,889	+12,364 #2976	
3	2823040089	WSDOT						

Sound Transit
L & A
L & A ASSOCIATES, Inc.
Consulting Engineers
Seattle, Washington

PSIC
PORT OF SEATTLE
SOUTH CORRIDOR
RIGHT OF WAY PLANS
STA CL 890+00 TO STA CL 894+50

DATE: 03/21/08 14:46
PROJECT: D 776
SHEET NO: 23
SHEET TITLE: STA 890+00 TO STA CL 894+50

EXHIBIT "G"
Easement Payment Methodology

APPROVED MODEL WITH UPDATED AREA QUANTITIES

	<u>Cost/SF</u>	<u>% of Fee</u>	<u>SF</u>	<u>Cost</u>
<u>Parcel POS-1</u>				
Guideway - surface - N of 170th	\$ 50.00	100%	104,120	\$ 5,206,000
Guideway - surface - S of 170th	\$ 45.00	100%	6,200	\$ 279,000
Column footing - S of 170th	\$ 45.00	100%	160	\$ 7,200
Wall footing - N of 170th	\$ 50.00	30%	12,203	\$ 183,045
Guideway - aerial - N of 170th	\$ 50.00	80%	15,686	\$ 627,440
Guideway - aerial - S of 170th	\$ 45.00	80%	90,578	\$ 3,260,808
Utility - S of 170th	\$ 45.00	10%	1,143	<u>\$ 5,144</u>
		Subtotal	230,090	\$ 9,568,637
<u>Parcel POS-2 (Radisson Site)</u>				
Guideway - surface	\$ 45.00	100%	500	\$ 22,500
Guideway - aerial	\$ 45.00	80%	20,388	\$ 733,968
Utility	\$ 45.00	10%	5,478	\$ 24,651
Power sub-station	\$ 45.00	100%	12,364	<u>\$ 556,380</u>
		Subtotal	38,730	\$ 1,337,499
		Total	268,820	\$ 10,906,136
			Sound Transit Payment to Port (50% of Total)	<u>\$ 5,453,068</u>

EXHIBIT "H"
Cost Responsibility

Contract Package #	Cost Incurred by	Major Element	Cost Reimbursed by	Reimbursement Methodology	Reimbursement Value	Reimbursement Notes
Contract 1	Sound Transit	Artwork Components	Port of Seattle	AP	100%	--
Contract 2	Port of Seattle	General Construction Requirements	Sound Transit	CP	As Per Formula	--
	Port of Seattle	Field surveys	Sound Transit	AP	100%	Applies only to specific LRT items
	Port of Seattle	Utility locates	Sound Transit	AP	100%	Applies only to specific LRT items
	Port of Seattle	Electrical ducbank relocation - LRT Station Area	Sound Transit	AP	100%	Applies only to ductbank relocation within the area of the LRT Station
	Port of Seattle	Connection fees for utilities (sewer, water, other)	Sound Transit	AP	100%	--
	Port of Seattle	Unknown contaminated soil/groundwater	Sound Transit	ALS	\$250,000.00	Applies only to portion required for LRT (34 linear feet on base design)
	Port of Seattle	AOA Tunnel	Sound Transit	AP	100%	
	Port of Seattle	NAE NB lane relocation @ S. 160th St.	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	NAE SB relocation	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	NAE Lighting System Demo/New	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	Walls - various	Sound Transit	AP	100%	Applies only to walls required for LRT; measured on square foot basis.
	Port of Seattle	Airport Station Ground Plane	Sound Transit	AP	50%	--
	Port of Seattle	LRT Fire/Life Safety System - Complete	Sound Transit	AP	100%	--
	Port of Seattle	LRT Drainage & Conveyance to CoST	Sound Transit	AP	100%	--
	Port of Seattle	Sign Bridge #6 w/1 Foundation - LRT required	Sound Transit	AP	100%	--
	Port of Seattle	LRT Alignment Area - demo, earthwork	Sound Transit	AP	100%	--
	Port of Seattle	Radisson Site preparation for staging area	Sound Transit	AP	As Per Formula	--
	Port of Seattle	Olympic Pipeline Protection - LRT Timing	Sound Transit	AP	100%	--
	Port of Seattle	City of SeaTac Street Use Permit - S170th St	Sound Transit	AP	50%	--
	Port of Seattle	Administration & Management of Construction	Sound Transit	CP	As Per Formula	(Section 15.2.2.7)

Contract Package #	Cost Incurred by	Major Element	Cost Reimbursed by	Reimbursement Methodology	Reimbursement Value	Reimbursement Notes
	Port of Seattle	Contract Assembly & Printing	Sound Transit	AP	50%	(Section 15.2.2.8)
Contract 2B	Port of Seattle	S170th St Temporary Traffic Signal	Sound Transit	CP	As Per Formula	
Contract 3	Sound Transit	General Construction Requirements	Port of Seattle	CP	As Per Formula	--
	Sound Transit	Pedestrian Bridge incl. columns - to Garage	Port of Seattle	AP	100%	--
	Port of Seattle	Other Staging Areas	Sound Transit	AP	50%	Applies to staging areas required by Sound Transit or its contractors for Contract 3; measure shall be fair market rental value.
	Sound Transit	FIDS, CUSS, FIMS, Utility Access	Port of Seattle	AP	100%	--
	Sound Transit	Administration & Management of Construction	Port of Seattle	CP	As Per Formula	(Section 15.2.2.7)
	Sound Transit	Contract Assembly & Printing	Port of Seattle	CP	As Per Formula	(Section 15.2.2.8)
Contract 7	Port of Seattle	General Construction Requirements	Sound Transit	CP	As Per Formula	--
	Port of Seattle	Traffic Control - Final Paving Station Area	Sound Transit	AP	50%	--
	Port of Seattle	Staging Areas Reclamation LRT only	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	Staging Areas Reclamation (Radisson)	Sound Transit	CP	As Per Formula	Calculated Percentage Contract 2 Formula
	Port of Seattle	LRT Trash Screening	Sound Transit	AP	100%	--
	Port of Seattle	Administration & Management of Construction	Sound Transit	CP	As Per Formula	(Section 15.2.2.7)

Legend: Refer to Section 15.2.3 for description of the allocation methodologies listed below.

AP = Agreed Percentage

CP = Calculated Percentage

ALS = Agreed Lump Sum

Elements in italics are "Other Costs" addressed by Section 15.2.2

Exhibit "H" to

Memorandum of Agreement

TMG-POS#280129

H-2

EXHIBIT "T"
Required Insurance Limits

GENERAL LIABILITY	<i>DURING CONSTRUCTION</i>	
	EACH OCCURRENCE	\$ 10,000,000
	AGGREGATE	\$ 10,000,000
	PRODUCTS - COMPI/OP AGG	\$ 10,000,000
	<i>AFTER CONSTRUCTION</i>	
	EACH OCCURRENCE	\$ 10,000,000
	AGGREGATE	\$ 10,000,000
The specified aggregate must either restate annually, or if the aggregate does not restate, limits in excess of the aggregate must be available (i.e. neither paid nor reserved) under the policy.		
AUTOMOBILE LIABILITY	<i>BOTH DURING AND AFTER CONSTRUCTION</i>	
	EACH OCCURRENCE	\$ 1,000,000
	AGGREGATE	\$ 3,000,000
The occurrence limit shall be a combined, single limit. The specified aggregate must either restate annually, or if the aggregate does not restate, limits in excess of the aggregate must be available (i.e. neither paid nor reserved) under the policy.		
PROFESSIONAL LIABILITY	<i>FOR CONSTRUCTION ONLY</i>	
	EACH OCCURRENCE	\$ 25,000,000
	AGGREGATE	\$ 25,000,000
Applies only for construction of the Project.		
CONTRACTOR POLLUTION LIABILITY	<i>FOR CONSTRUCTION ONLY</i>	
	EACH OCCURRENCE	\$ 25,000,000
	AGGREGATE	\$ 25,000,000
Applies only for construction of the Project.		

EXHIBIT "B"
To Resolution No. 3559, As Amended

MEMORANDUM OF AGREEMENT

for

**SOUND TRANSIT CENTRAL
LINK LIGHT RAIL AIRPORT LIGHT RAIL AND ROADWAYS PROJECT**

between

PORT OF SEATTLE

and

SOUND TRANSIT

APRIL 17, 2006

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Exhibit "3" to Easement <u>Easement Area Map</u>	

Exhibit "G" Easement Payment MethodologyG-1
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MEMORANDUM OF AGREEMENT

This Agreement ("Agreement") is entered into by and between the PORT OF SEATTLE, a Washington Municipal Corporation ("Port"), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Sound Transit"), a regional transit authority. For and in consideration of the mutual covenants contained herein, the Port and Sound Transit do hereby agree as follows regarding the Sound Transit Central Link Light Rail Airport Link Light Rail Project.

RECITALS

- A. The Port is a Washington Municipal Corporation incorporated under the laws of the State of Washington, with authority under Chapter 53.04 to and enter into development and right-of-way agreements for the development of rail and air transfer facilities.
- B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.030).
- C. On November 5, 1996, central Puget Sound area voters approved local funding for Sound Move, the ten-year regional transit system plan. Sound Move includes three new types of regional transportation; light rail, commuter rail, and a regional express bus/HOV system, which will be integrated with local transit systems and use a single or integrated regional fare structure.
- D. One component of Sound Move is the Central Link Light Rail System ("Central Link"), an electric light rail project connecting some of the state's largest employment and education centers, highest density residential areas, and highest regional transit ridership areas.
- E. One segment of Central Link is the 1.7 mile light rail connection to the Airport as designated by Sound Transit and as further described in this Agreement.
- F. The Port owns and operates real property and other infrastructure improvements where Sound Transit proposes to locate portions of its facilities.
- G. As described in this Agreement, the Port will convey to Sound Transit all necessary easements over, on, across and through Port real property to allow Sound Transit to construct, operate, and maintain its facilities within a "Light Rail Transit Way" as defined in this Agreement.
- H. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform

Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the "Federal Regulations").

- I. The U.S. Department of Transportation Federal Transit Administration ("FTA") and Sound Transit completed an Environmental Impact Statement for the entire Central Link Light Rail Project in November 1999. On November 18, 1999, the Sound Transit Board of Directors approved the alignment for construction of the Central Link Light Rail System from 200th Street south of the Airport to Northgate in Seattle. ST Board Resolution R99-34. The Tukwila Freeway Route Final Supplemental EIS was issued November 16, 2001 ("Tukwila SEIS") and Sound Transit also issued a SEPA Addendum for the Initial Segment on November 16, 2001. On November 29, 2001, the Sound Transit Board adopted the Initial Segment from downtown Seattle to the Tukwila International Boulevard Station. ST Board Resolution R2001-16. An Environmental Assessment for the Initial Segment was issued on February 5, 2002. The FTA issued an Amended Record of Decision ("ROD") on May 8, 2002. The ROD states the FTA's decision, identifies the alternatives considered by the FTA in making its decision, and concludes that the federal environmental process is complete for the Initial Segment of Central Link Light Rail Transit project. On May 26, 2005, the Airport Link Environmental Assessment/SEPA Addendum was issued, providing additional information for the Project from South 154th Street in the City of Tukwila to the Seattle-Tacoma International Airport and to South 200th Street in the City of SeaTac. On July 14, 2005, the Sound Transit Board selected the Airport Link Project alignment and stations. ST Board Resolution R2005-16. On September 13, 2005, FTA issued a ROD for the Project. On June 30, 2005, the Port of Seattle issued a SEPA Determination of Non-Significance for the South 160th Street Loop Ramp project.
- J. Both Parties recognize the importance of including a light rail connection to the Airport in the regional transit system plan, the asset it represents, and have mutually concluded that it is feasible to extend the Initial Segment to the Airport by the end of 2009. Both parties will work in a collaborative effort to resolve all of those assumptions and risks to ensure that the Light Rail System begins operations at the Airport by the end of 2009.
- K. The Parties acknowledge that third parties, including the airlines, will be providing limited funding for the projects described in this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, the Parties hereto agree to the terms and conditions as follows:

1 Definitions

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their

ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words “shall” and “will” are mandatory and the word “may” is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and shall include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. “Agreement” means this Memorandum of Agreement approved by appropriate action of the Port and of Sound Transit.

1.2 Airport. “Airport” means the Seattle Tacoma International Airport owned and operated by the Port and located at 1500 S 184th Street, in the City of SeaTac, Washington, legally described as King County Tax Parcel Number 282304-9016.

1.3 Airport Light Rail and Roadways Project. “Airport Light Rail and Roadways Project” or the “Project” means the combined Sound Transit and Port capital improvements described in Exhibit “A.”

1.4 Airport Link Light Rail. “Airport Link Light Rail” means the light rail extension from South 154th Street to the SeaTac/Airport Station described in Exhibit “A.”

1.5 Burdened Labor Rate. “Burdened Labor Rate” means (i) for Port and Sound Transit employees, the employee hourly rate, including fringe benefit burdens and an allocation of agency overhead, where agency overhead will be allocated in a manner that is consistent with each agency’s overhead allocation methodology used to value internally constructed projects as presented within their annual audited financial statements; or (ii) for consultants, the actual hourly rate (without any additional Party-imposed burdens or overhead allocations) charged by the particular consultant, as determined from the agreement between the Party and the particular consultant. Other than changes in costs or underlying factors used to allocate costs (i.e. increase in number of full time equivalents), either Party is required to notify the other Party in the event of a change in their overhead allocation methodology used in calculating the burdened labor rate. Such notification shall occur sufficiently in advance to allow time for the other Party to evaluate and/or dispute the impact of such change.

1.6 Construction Management Manual. “Construction Management Manual” shall mean and refer to the Construction Management Manual prepared by the Parties pursuant to Section 11.1.11.

1.7 Contract Packaging. “Contract Packaging” means the assignment of the overall Project scope to a series of construction contracts that are expected to be awarded by the Parties to deliver the Project, as described herein or mutually agreed. The scope of individual construction contracts may be refined as mutually agreed by the Parties.

1.8 Contract Package. “Contract Package” means a construction contract that is expected to be awarded by the Parties to deliver a portion of the Project. The scope of individual construction contracts may be refined as mutually agreed by the Parties.

1.9 Direct Construction Costs. “Direct Construction Costs” means those costs associated with the physical construction of the Project or any portion thereof. Direct construction costs will generally be competitively procured, however each Party may, subject to the consent of the other Party, physically construct portions of the Project with its own employed labor and equipment.

1.10 Discretionary Change. “Discretionary Change” means any change to the Project that is avoidable and not required for completion of the Project, but rather is proposed by either Party to improve or modify the Project.

1.11 Emergency. “Emergency” means, except as otherwise provided, a sudden, unexpected occurrence or set of circumstances demanding immediate action.

1.12 Environmental Documents. “Environmental Documents” means the documents prepared under the State Environmental Policy Act (SEPA), the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) for the Project.

1.13 Environmental Law. “Environmental Law” means any environmentally-related local, state or federal law, regulation, ordinance or order which is now or hereafter in effect.

1.14 Environmental Work Plan. “Environmental Work Plan” means the document, jointly developed by both Parties, that includes all requirements and responsibilities, including a provision for an environmental manager (EM), for oversight of environmental requirements for each Contract Package managed by each Party.

1.15 ESA – “ESA” means Endangered Species Act enacted by the federal government in 1973, as amended.

1.16 Estimate of Probable Cost. “Estimate of Probable Cost” means estimated bid amount for a Contract Package prepared by the Party responsible for administration of that Contract Package. Where the Contract Package includes work for both Parties, the development of the Estimate of Probable Cost is coordinated among both Parties and the total estimate amount shall be mutually agreed to by the Parties prior to finalization.

1.17 Final Construction Plans. “Final Construction Plans” means approved prints, stamped by a Professional Engineer licensed in the State of Washington showing in sufficient detail the proposed construction and specifications of the Project, including alignment drawings showing the exact limits of the Project, such that a Contractor could construct it.

1.18 Final Right-of-Way Plans. “Final Right-of-Way Plans” means approved prints all stamped by a Professional Engineer or Professional Land Surveyor licensed in the State of

Washington showing the proposed limits of the Light Rail Transit Way and legal descriptions mathematically tied to existing monumentation and easement areas.

1.19 Hazardous Substance. "Hazardous Substance" means any substance or material defined or designated as a hazardous waste, toxic substance, or other pollutant or contaminant, by any Environmental Law.

1.20 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base or other improvement related to a Light Rail Transit System, including but not limited to ventilation structures, traction power substation, Light Rail Transit Station and related passenger amenities, bus layover and inter-modal passenger transfer facilities, kiss-and-ride lot, and transit station access facilities.

1.21 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line that operates at grade level or above or below grade level, and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.

1.22 Light Rail Transit Way. "Light Rail Transit Way" means the area in which Sound Transit shall construct, operate, maintain, and own a Light Rail Transit System in accordance with the terms and conditions of this Agreement, the general location of which is described and depicted on Exhibit "B."

1.23 NEPA. National Environmental Policy Act enacted by the federal government in 1969, as amended.

1.24 Non-Discretionary Change. "Non-Discretionary Change" means any change to the Project that is unavoidable and required to complete the Project as designed.

1.25 North Airport Expressway. "North Airport Expressway" means a limited access multi-lane north and south bound roadway providing ingress and egress to the Airport connecting the Terminal roadways with State Route 518 from the north as generally depicted in Exhibit "B."

1.26 North Expressway Relocation Phase I. "North Expressway Relocation Phase I" means the relocation of portions of the North Airport Expressway described in Exhibit "B."

1.27 Parties. "Parties" means the Port of Seattle and the Central Puget Sound Regional Transit Authority.

1.28 Pedestrian Access. "Pedestrian Access" means any route, horizontal or vertical, that facilitates the movement of pedestrians during normal operations from the "Light Rail Transit System" to either the Airport Passenger Terminal or the City of SeaTac. Pedestrian access can be considered interim or permanent and consist of skybridges, elevators, escalators and isolated walkways as is feasible and necessary to install.

1.29 Other Costs. "Other Costs" means all other costs associated with the design and construction of the Project that are not Direct Construction Costs. Other Costs include, but are not limited to, amounts for: (i) architects, engineers, or other project professionals associated with the design or permitting of the Project, (ii) project management, (iii) construction management, (iv) any owned/rented facilities, supplies, tools and equipment supporting (but not physically used in the construction of) the Project, and (v) any staff, administration, insurance or overhead.

1.30 Reimbursable Soft Costs. "Reimbursable Soft Costs" are the following costs incurred by either Party in the administration and management of construction of a Contract Package including the work of both Parties:

1.30.1 Construction management expenses, including construction managers, resident engineers, inspectors, safety inspectors, and other persons performing document control, administration, environmental support, reprographics, trailer mobilization and demobilization, office equipment, supplies, furniture, communications, utilities, advertisement, postage/courier and janitorial.

1.30.2 Contract administration expenses, including contract administrators, project labor agreement administrators, and contract compliance administrators; provided, however, amounts within this subcategory shall not exceed six tenths of one percent (0.60%) of the Direct Construction Costs associated with the particular Contract Package without the prior written consent of the other Party.

1.30.3 Testing and inspection expenses, including special inspectors and laboratory sampling and analysis.

1.30.4 Surveying expenses, including surveyors and their crews.

1.30.5 Expenses associated with Airport Operations (Airport Administration) Project support, including Landside Operations construction coordinators, police officers and fire fighters; provided, however, amounts within this subcategory shall not exceed three and one-half tenths of one percent (0.35%) of the Direct Construction Costs associated with the particular Contract Package without the prior written consent of the other Party.

1.31 SeaTac/Airport Station. "SeaTac/Airport Station" or "Station" means the Light Rail Transit Facility located at the northeast corner of the parking garage on the west side of International Boulevard, just north of 176th Avenue South, to be configured as a center platform station with a mezzanine at the same elevation of the fourth level of the existing Airport parking garage.

1.32 SEPA. "SEPA" means the State Environmental Policy Act, Chap. 43.21C RCW.

1.33 South 160th Street Loop Ramp. “South 160th Street Loop Ramp” means a new multi-lane return-to-terminal loop ramp roadway system located south of the South 160th Street bridge and connecting with the North Airport Expressway described in Exhibit “A.”

1.34 4th Floor Improvements. “4th Floor Improvements” means improvements within the Airport Parking Garage and a Pedestrian Access Bridge between the Station and the Garage required to create a pedestrian access route from the Station to the Airport Terminal described in Exhibit “A.”

2 Purpose

The overall purpose of this Agreement is to confirm the common understanding by the Parties of the general terms and conditions that the Parties subscribe to that will make it possible for Sound Transit to extend the Light Rail Transit System to the Airport whereby the Parties will construct portions of the Project on behalf of each other as described below:

2.1 Record the intent of the Parties to work collaboratively to support the implementation of the Light Rail Transit System to the Airport prior to the end of year 2009.

2.2 Define and assign responsibility for capital improvements and any additional environmental review of the Project to be undertaken by the Parties in connection with the Project.

2.3 Define Sound Transit’s use of real property owned by the Port for the construction and operation of Light Rail Transit Facilities and determine the method of transfer and compensation for such property rights.

2.4 Establish funding, cost sharing and reimbursement responsibilities, schedule requirements, and risk sharing for capital improvements, real estate transactions, and environmental review in connection with the Project.

2.5 Establish program management objectives and management protocols to govern the coordination between the Parties during the design, permitting, construction, construction management, inspection and testing of the Project.

2.6 Provide an agreement to address specific aspects of Project development at each phase: design, permitting, construction, construction management, inspection, testing and Light Rail Transit System operations (e.g. operating liability issues, etc.)

2.7 Clarify liability responsibilities during construction of the Project on Port property including responsibilities for environmental contamination.

2.8 Clarify insurance responsibilities during and after completion of construction of the Project on Port property.

3 Cooperation, Good Faith Efforts and Responsibility for Quality of Work

3.1 The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise in the acquisitions, in identifying the parcels or property rights to be transferred, or with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each Party agrees to work cooperatively and in good faith toward resolution of any such issues.

3.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

3.3 Each Party shall be responsible for the quality, technical accuracy, timeliness and coordination of all work product and services performed by such Party, its employees and consultants pursuant to this Agreement. All work product and services performed under this Agreement (specifically including design, construction management and contract administration) shall be performed in accordance with any professional or industry standards of care applicable to such work product and/or services, and in any event in no less than a commercially reasonable manner.

4 Project Descriptions and Linkages

The Project is comprised of the capital projects and implemented by Contracts Packages as described in and depicted on Exhibits "A" ("Contract Package Description") and "B" ("Contract Package Diagram").

5 SEPA/NEPA and ESA Compliance

5.1 Sound Transit and the Port are SEPA co-lead agencies, with Sound Transit as the nominal lead agency for purposes of compliance with the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"), regarding the Project, and the North Expressway Relocation Phase I and the 4th Floor Improvements Projects.

5.2 The Port was the lead agency for the purpose of compliance with SEPA for the Determination of Non-Significance for the South 160th St Loop Ramp project.

5.3 The Port agrees that the Project has been subject to full and complete procedural and substantive SEPA review through preparation and issuance of the following environmental documents, which taken together comprise the "Airport Light Rail and Roadways Project Environmental Documents":

- (a) Central Link Light Rail Transit Project Final EIS (November 1999);
- (b) Addendum to the Final EIS for the Initial Segment (November 16, 2001);

- (c) Tukwila Freeway Route Final Supplemental EIS (November 2001);
- (d) Initial Segment Environmental Assessment (February 2002);
- (e) Addendum to the TFR FSEIS (August 2004);
- (f) Environmental Assessment and Addendum (May 26, 2005); and
- (g) Record of Decision (September 13, 2005).

5.4 The Parties agree that pursuant to WAC 197-11-600, the Airport Light Rail and Roadways Project Environmental Documents will be used unchanged and will be sufficient for the review and decisions related to the Project, unless (i) there are changes to the Project that are likely to have significant adverse environmental impacts not previously analyzed or (ii) new information is discovered regarding the Project that reveals probable significant adverse impacts not previously analyzed.

5.5 Sound Transit and the Port shall share the responsibility for implementing the mitigation measures identified in the Record of Decision referenced in Section 5.3 with regard to the Airport Light Rail and Roadways, North Expressway Relocation Phase I, and 4th Floor Improvements Projects commensurate with the impact. The Port shall be responsible for implementing mitigation measures related to the South 160th Loop Ramp Project as identified in the Port of Seattle SEPA Determination of Non-Significance for the South 160th Street Loop Ramp project (June 30, 2005).

5.6 In the event that legal challenges are made to the Airport Light Rail and Roadway Project Environmental Documents, the Parties shall work jointly and collaboratively to respond to said legal challenges. Each Party shall be responsible for the defense of and costs associated with legal challenges to environmental documents for which it acted as lead agency.

5.7 Sound Transit shall be responsible for Endangered Species Act compliance related to the North Expressway Relocation Phase I, the 4th Floor Improvements and Airport Link Light Rail projects. The Port shall be responsible for Endangered Species Act compliance related to the South 160th Loop Ramp.

6 Essential Public Facility Requirements

The Parties agree that the requirements of RCW 36.70A.200 regarding the siting and mitigation for essential public facilities are applicable to the Light Rail Transit Facilities referenced in this Agreement.

7 Design and Project Management

7.1 The Parties shall coordinate design responsibilities for each Contract Package in a collaborative unified approach and in accordance with the jointly developed Project Design and CADD Drawing Production Manuals.

7.2 The Parties shall design and construct the Project in accordance with all applicable federal, state and local standards, regulations and codes. The Parties acknowledge

that any Project work funded under any Federal Transit Administration grant will be subject to terms and conditions applicable to such a grant.

7.3 The Parties shall meet all Fire and Life Safety design requirements identified as requested by the City of SeaTac and Port Fire Departments and the multi-agency Fire/Life Safety Committee.

7.4 The Parties shall construct portions of the Project for each other and provide plans and specifications for incorporation into the appropriate Contract Packages. Each Party will use its respective master guide specifications; including administrative sections for each Contract Package each is responsible for managing.

7.5 The Parties shall complete the design in accordance with the approved baseline schedule, as shown on Exhibit "C," and shall proactively manage the Project and strive for on-time or early completion of all activities in order to create schedule flexibility. Each Party shall promptly notify the other if schedule milestones are projected to be delayed.

7.6 The Parties shall conduct design reviews for each Contract Package using the appropriate design review process and prescribed procedures adopted by the Party responsible for managing the Contract Package under review. A minimum of fourteen (14) days shall be provided for the review of design documents by each Party.

7.7 The Parties shall establish a common construction cost estimating methodology including joint review of estimated quantities and pricing assumptions for Contract Packages that include both Port and Sound Transit project elements. The Parties will jointly define contract bid items and measurement, payment and contractual terms. The Parties may engage an independent Consultant to lead both Parties cost estimating teams or prepare an independent Estimate of Probable Cost for these Contract Packages to support the consistent assignment of responsibility, validation of methodology and verification of pricing.

7.8 The Parties agree to jointly and collaboratively develop art and landscaping designs as determined by the appropriate art oversight committees, agency management and design teams incorporating the designs into the appropriate Contract Package.

7.9 The Parties shall mutually track all changes in designs, costs and schedule in accordance with the jointly developed change management process.

7.10 The Parties shall be responsible for coordinating with utility companies to relocate their utilities associated with and specifically required for each Parties portion of the Project.

7.11 Sound Transit agrees that maintaining Airport operations is critical during the construction of the Project and will, with the Port, collaboratively conduct constructability reviews, develop temporary roadway detours and design other temporary work necessary to maintain airport related traffic and safety to the traveling public.

7.12 Sound Transit shall assume responsibility for incorporating Port-approved environmental and permit compliance contract specifications and environmental work plans in their Contract Packages where construction activity conducted or managed by Sound Transit or their designated agent shall be accomplished on Port property. The Parties shall jointly prepare an Environmental Work Plan outlining all requirements and responsibilities, including a provision for an environmental manager for oversight of environmental requirements for each Contract Package they are managing.

8 Surface Water Management

8.1 The parties agree that while construction of the Project is underway on Port property, Sound Transit may detain and discharge storm water from the Project on Port property. However, from its point of entry onto Port property, this stormwater must comply with the terms of the Port's NPDES permit related to construction stormwater.

8.2 Sound Transit construction projects located off of Port property shall not discharge stormwater onto Port property.

8.3 The Port shall not discharge stormwater into storm water outfalls outside Port property that are managed by Sound Transit and regulated under its NPDES permit.

8.4 Sound Transit represents that the stormwater conveyance system for the Light Rail Transit Facilities shall be designed to not less than a 25 year full peak flow design storm. Based on this design storm criteria, Sound Transit represents that 100% of the stormwater from Light Rail Transit Facilities shall be conveyed from Port property to the City of SeaTac or the WSDOT surface water management system. The design criteria for the Airport Link Light Rail shall also comply with the King County Surface Water Design Manual (2005) and the Department of Ecology Stormwater Manual.

8.5 Once the operation of Light Rail Transit Facilities begins, the Parties do not intend for Sound Transit to use Port property to detain or convey any stormwater from the Light Rail Transit Facilities. However, except for the station ground plane area as shown on Exhibit "D," if storm water from the Light Rail Transit Facilities does enter Port property, the Port may either refuse to accept these discharges or may impose a reasonable SWM fee as provided for under the provisions of Section 8.9.

8.6 In addition to the indemnifications provided elsewhere in this Agreement, Sound Transit agrees to defend, indemnify and hold the Port free and harmless from any and all claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements for Port property, liabilities, fines, penalties, losses, costs and expenses (including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from stormwater discharges from the Project or Light Rail Transit Facilities entering Port property during the term of this Agreement and during the terms of the permanent easements located on Port property to accommodate the Light Rail Transit Facilities.

8.7 In addition to the indemnifications provided elsewhere in this Agreement, the Port agrees to defend, indemnify and hold Sound Transit free and harmless from any and all claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements, liabilities, fines, penalties, losses, costs and expenses (including attorneys' fees, costs and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation), arising from storm water discharges from Port property entering the Project or Light Rail Transit Facilities during the term of this Agreement and during the terms of the permanent easements located on Port property to accommodate Light Rail Transit Facilities.

8.8 No Party will be required to indemnify, defend, or save harmless the other Party if the claims, causes of action, regulatory demands, changes in NPDES permit and/or regulatory requirements, liabilities, fines, penalties, losses, costs and expenses are caused by the sole negligence of the other Party, or its contractors, or is related to the other Party's violation of its own approved permits. Such costs include but are not limited to: costs of permit revisions or other remedial activities and fines or penalties assessed directly against the Port, Sound Transit or other parties.

8.9 In the event that 100% of the stormwater discharges from the Light Rail Transit Facilities cannot be discharged to non-Port stormwater systems, and if the stormwater is discharged onto Port property, the Port may assess Sound Transit a reasonable surface water management (SWM) fee to compensate it for costs directly related to managing the discharges from Light Rail Transit Facilities. Any discharges from the Light Rail Transit Facilities onto Port property shall comply with the conditions of the Port's NPDES permit at the point of discharge onto Port property. As an alternative to assessing a reasonable SWM fee, the Port may refuse to accept any discharges from the Light Rail Transit Facilities and Sound Transit shall be responsible for conveying and detaining these discharges off Port property.

9 Environmental Management

9.1 Sound Transit acknowledges that contaminated materials or groundwater may be found during the course of all Project work. Sound Transit realizes that remediation of these conditions may impact their work schedules and will not hold the Port accountable for these delays.

9.2 Sound Transit shall perform all construction activities associated with completion of its portion of the Project in compliance with all federal, state, and local laws, including Environmental Laws, and with the Environmental Work Plan. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property. Sound Transit shall not allow the existence in or about the Light Rail Transit Way of any Hazardous Substance in violation of any requirement contained in any applicable Environmental Law, and shall not allow the migration or release into adjacent surface waters, soils, underground waters or air of any Hazardous Substances from the Light Rail Transit Way in violation of any requirement contained any applicable Environmental Law. If Sound Transit is in violation of any requirement contained in any applicable Environmental Law,

Sound Transit shall promptly take such action as is necessary to mitigate and correct the violation.

10 Permits & Approvals

10.1 Except for the projects described in Section 10.2 below, Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits, approvals and licenses required for the construction, operation and maintenance of the Light Rail Transit Facilities, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the Port against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the Port in curing any such failures.

10.2 The Port, at its sole cost and expense, shall (i) secure and maintain in effect all federal, state and local permits, approvals and licenses required for the construction, operation, and maintenance of the North Expressway Relocation Phase I, South 160th Street Loop Ramp, and 4th Floor Improvements projects, including, building, health, and environmental permits and licenses and (ii) indemnify Sound Transit against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by Sound Transit in curing any such failures. The Parties agree that the Port will obtain the street use permit from the City of SeaTac for Sound Transit's aerial guideway as the Port obtains the same permit for the Port's Roadway Overpass at South 170th Street. The Parties agree to share equally the cost of only the street use permit fee.

10.3 The Port shall be responsible for reaching an agreement with the City of SeaTac regarding permitting, permit fee distribution and inspection requirements allowing the Port to perform such activities as necessary for construction of portions of the Project.

11 Contract Packaging

11.1 The Parties have determined that the Project shall be constructed using the Contract Packages described in Exhibit "A" and as shown on Exhibit "B." The Party responsible for the contract administration and the work to be performed for each Contract Package is identified within these two Exhibits. Both Parties agree that modifications to the proposed Contract Packages or overall plan may occur by mutual agreement as provided in this Agreement.

11.1.1 Each Party shall administer and construct each Contract Package for which that Party is responsible as set forth on Exhibit "A."

11.1.2 Each Party shall be responsible for construction management for each Contract Package as set forth on Exhibit "A."

11.1.3 Each Party shall complete construction of each Contract Package in accordance with the approved baseline schedule shown on Exhibit "C" and shall promptly notify the other Party if schedule milestones are projected to be delayed.

11.1.4 Each Party shall consider approval of any request to accelerate Project construction if required to maintain or advance the schedule, whether proposed by the Contractor or by either Party, prior to accelerating the work.

11.1.5 Sound Transit shall provide the Port the authority to approve all construction traffic control plans where the Airport roadway system may be impacted in order to maintain Airport related traffic and ensure safety to the traveling public during construction of the Project. Plans shall be submitted a minimum of fourteen (14) days prior to the start of work or any revision to the construction work area.

11.1.6 Each Party shall provide the other Party all record drawings showing the final as built condition of the construction and right-of-way plans prepared in AUTOCAD in accordance with the Project CADD drawing production manual as promptly as possible, but no later than ninety (90) days after substantial completion of each Contract Package. Each Party shall provide the other Party one set each of the as-built drawing in hardcopy on Mylar and in electronic format.

11.1.7 Each Party shall provide all necessary staff and consultant resources to work on their respective Contract Packages proactively, cooperatively and collaboratively and shall coordinate these resources efficiently and cost effectively to avoid unnecessary duplication of labors.

11.1.8 Each Party shall process contractor payment requests in a timely manner and in compliance with payment terms specified in contract documents.

11.1.9 Each Party shall issue appropriate change order documents to the contractor promptly if disputes arise between the Parties regarding responsibility for or allocation of costs and work to resolve the dispute in a manner that does not impede construction progress. If the Parties are unable to resolve the dispute, the dispute resolution process provided in this Agreement shall be followed.

11.1.10 Each Party shall delegate change order authority in the amount of \$75,000 and 20 percent (20%) change in unit bid quantities to the contracting Party's management team for non-discretionary changes pertaining to the other Party's work under Contract Packages the contracting Party is responsible for managing.

11.1.11 Both Parties shall jointly prepare a Construction Management Manual containing all standard operating procedures, protocols and policies required to be used by each agency, modified as necessary to comply with each Parties specific requirements, for the following: coordination of the work; communications; risk assessments; scheduling; safety and quality programs; material, product, process and shop drawing submittals reviews; requests for information responses; design bulletins; field changes; substitution requests; cost estimating;

cash flow forecasting; progress payments; final acceptances; change management; document control; contract close-out; reporting requirements for progress, non-compliance and final inspection; and staffing plans. The Construction Management Manual shall be continually updated throughout the construction of the Project.

11.1.12 Each Party shall fulfill all statutory and regulatory obligations and to support each other's efforts to comply with these regulations.

11.1.13 Each Party shall refer to the Exhibit "E" and the joint Construction Management Manual for high-level and more specific organization charts, respectively, showing key Construction Management personnel and reporting relationships between the Port and Sound Transit during construction.

11.1.14 The Parties shall jointly approve the contractors' baseline schedules and schedule of values for each Contract Package that includes the scope of work of both Parties. The schedule of values shall be used as a basis for contractor progress payments.

11.1.15 In accordance with each Party's established policies and practices, each Party shall establish construction contingency amounts for each Contract Package that includes scope of both Parties. The construction contingency shall be managed in accordance with the mutually approved authority delegation for non-discretionary changes. Discretionary changes to the contract shall not utilize the construction contingency account unless mutually agreed by both Parties. All changes shall be subject to a mutually approved change management process.

11.1.16 The Parties shall use one or more means of alternative dispute resolution as an antecedent to litigation in the event that Contractor claims cannot be resolved through standard, direct negotiation procedures. Provisions for a Dispute Resolution Board (DRB) or Independent Professional Adjudicator (IPA) resolution approaches, as well as mediation, shall be incorporated into each construction contract.

11.1.17 The Parties agree that their respective Project Labor Agreements (PLA) shall, in accordance with the following limitations, be applied to and be used for the respective Contract Package(s) for which each Party is responsible to provide Contract Administration, as identified in Exhibit "A" and as shown on Exhibit "B." Specifically, the Parties recognize that the Seattle-Tacoma International Airport Modernization Project Labor Agreement, dated November 17, 1999, will be mandatory on Port Contract Packages and that the Central Puget Sound Regional Transit Authority (Sound Transit) Project Labor Agreement for the Construction of Sounder Commuter and Link Light Rail Projects ("Sound Transit PLA"), will be mandatory for Sound Transit Contract Packages that are not federally funded and will be available only for voluntary application to Sound Transit Contract Packages that include federal funding in accordance with their contract specifications. It is further understood by the Parties that contracts entered into voluntarily before execution of this Agreement will be applied accordingly to any amendments or change orders to accomplish this work under such contracts.

11.1.18 Sound Transit shall comply with all Port requirements for construction monitoring as conducted by the Port and required for demolition and construction activities related to the Project to maintain compliance with the Airport's NPDES permit, Stormwater Pollution Prevention Plans, Temporary Erosion and Sedimentation Control Plans and Air Quality requirements. The specific roles and responsibilities of environmental program personnel and the Sound Transit construction engineer will be described in the Environmental Work Plan jointly prepared by the Port and Sound Transit.

11.1.19 Sound Transit shall schedule and program construction to maintain adequate traffic flow into and out of the Airport Terminal on the Expressways, Airport Drives and local city Streets. Sound Transit shall comply with the Port's requirements for approving all traffic control plans and revisions to those plans.

11.1.20 Both Parties acknowledge that each uses an established electronic construction document management system (CDMS) based on OpenText's LiveLink web-based architecture and understand those to be disparate. Both Parties agree to make every reasonable effort to use and maintain their respective CDMS as the primary construction communication medium between each Party, the Contractor for each Contract Package and each Design Consultant throughout the completion of the Project. Both Parties agree to provide user licenses to the other Party for use during construction, mutual integration of the systems to permit fluid exchange of documentation, and/or provision of data in formats easily imported into the other Party's system.

11.1.21 Both Parties will, as requested, reasonably cooperate with the other in securing grants or other funding for the successful completion of the Project; provided, however, neither Party may use such grant or other funding as a source of funds for any reimbursement that one Party may be obligated to make to the other Party under Section 15.2 without the prior written consent of such other Party.

11.2 Notwithstanding anything to the contrary in Section 11, the following actions shall require joint approval of the Parties as they pertain to Contract Packages that include work of both Parties: (i) finalization of the Estimate of Probable Cost, (ii) finalization of the bid form, (iii) contract advertisement, (iv) bid period extensions, (v) contract award, and (vi) contract termination. In addition, the following items, when potentially involving the costs to be shared by the Parties pursuant to Section 15.2.1, shall also require the joint approval of the Parties: (i) determination of contract incentives, (ii) determination of liquidated damages, and (iii) settlement of claims.

11.3 The Parties further agree that notwithstanding the fact that a particular Contract Package is to be managed by one Party, the other Party shall be entitled to access the construction sites and conduct such inspections as that Party deems necessary, but all such access and inspections shall be reasonably coordinated through the Party managing the Contract Package and shall be conducted in a manner that does not interfere with the performance of the Project work. Nothing in this right of access, however, shall give the Party not managing the Contract Package the right to issue direction to the contractor.

11.4 Sound Transit has established a Small Business Participation approach in connection with its construction of the Light Rail Transit System. Although the Port is not bound by the terms of Sound Transit's Small Business Participation approach, the Port – relying on the strategies developed by Sound Transit – agrees to apply a small business participation requirement on those Contract Packages for which the Port is the Contracting Party that include Sound Transit Project elements as specifically identified on Exhibit "A." The small business participation requirements imposed by the Port shall be consistent with Sound Transit's Small Business Participation approach; provided, however, the requirements shall not be mandatory but voluntary only.

12 Real Property Owned by the Port of Seattle

12.1 The Port shall convey to Sound Transit, its successors and assigns, all necessary non-exclusive permanent easements over, under, across, and through Port real property located within Light Rail Transit Way, and substantially in the form of Exhibit "F."

12.2 The Port shall convey to Sound Transit, its successors and assigns, all necessary temporary easements for the Radisson Hotel property for construction staging purposes.

12.3 If the Parties identify any additional Port properties, besides the Radisson Hotel property, that may be needed by Sound Transit for construction staging purposes, Sound Transit shall lease these properties from the Port for one-half (½) of the fair market rental value and shall make monthly payments to the Port. Sound Transit shall be responsible for the costs associated for any development necessary for Sound Transit's use of these staging areas as well as remediation of any environmental contamination created by Sound Transit during its lease of these properties as identified in this Agreement.

12.4 The Parties acknowledge that any real property transactions between Sound Transit and the Port, including form of transfer, valuation, must be consistent with Federal Transit Administration ("FTA") and Federal Aviation Administration ("FAA") requirements. These real property acquisition and relocation procedures and guidelines must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendment of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), and the revenue diversion policies of the FAA (64 FR 7696, Feb 16, 1999) all of which establish a uniform policy or the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of person displaced as a result of public works programs or projects of a local public body (hereinafter the "Federal Regulations").

13 Public Outreach, Public Disclosure and Records

13.1 The Parties shall collaborate in the development of public outreach and communications plans for the Project and shall fully integrate their respective outreach activities. Sound Transit shall be responsible for all community outreach and public communications within the local communities concerning the Project.

13.2 The Port shall be responsible for all community outreach and public communications concerning all Project work on Airport property that could cause any distraction and impact to the traveling public, regardless of the which Party is responsible for administering the work.

13.3 The Parties may receive requests from the Public for access to records relating to this Agreement. Each Party has a duty to respond and to disclose documents as requested unless such requests call for documents that are specifically exempt from disclosure pursuant to applicable law. The Parties agree to inform each other of any public disclosure requests that each may receive concerning the Project and work cooperatively in coordinating their efforts to respond to any public disclosure requests. The Parties agree to share their Washington Public Disclosure Act, Chap. 42.17 RCW procedures with each other and strive to resolve any conflicts that might exist in these procedures in when responding to specific public disclosure requests.

14 Use Restricted

This Agreement does not authorize the provision of any services by Sound Transit other than services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the Port.

15 Financial

15.1 Costs Associated with Real Estate Impacts.

15.1.1 Radisson Early Closure. Sound Transit shall compensate the Port for the Port's loss of revenue due to the early termination of the Radisson Hotel lease in the amount of Two Million Eight Hundred Seventy Five Thousand Eight Hundred Dollars and No Cents (\$2,875,800.00) no later than ninety (90) days after execution of this Agreement.

15.1.2 Bank of America Closure. Sound Transit shall compensate the Port for the early closure of the old Bank of America building and associated tenant relocation costs in the amount of One Hundred Twenty Five Thousand Dollars and No Cents (\$125,000.00) no later than ninety (90) days after execution of this Agreement.

15.1.3 Easements. No later than ninety (90) days following execution of the permanent easements, Sound Transit shall pay the Port the amount of Five Million Four Hundred Fifty Three Thousand Sixty Eight Dollars and No Cents (\$5,453,068.00) as full and complete compensation for the permanent easements granted to Sound Transit as calculated using the methodology described in Exhibit "G." If the Parties agree that the square footage for the permanent easements should change, then the sum that Sound Transit pays to the Port for these easements shall increase or decrease to be consistent with such changes in the square footage of the easements, as calculated using the methodology described in Exhibit "G."

15.2 Costs Associated with Design and Construction of the Project. The Parties will allocate the Direct Construction Costs and Other Costs associated with the design and

construction of the Project in accordance with the cost principles set forth below. The Direct Construction Costs and certain of the Other Costs will generally be determined on a Contract Package-by-Contract Package basis.

15.2.1 Direct Construction Costs. Direct Construction Costs will generally be measured by the out-of-pocket amounts paid directly to the contractor(s) performing the project work and will consist of the base bid amounts for each Contract Package and any change orders (including those resulting from contractor claims) to those base bid amounts. For self constructed portions of the Project, Direct Construction Costs will include: (i) the cost of labor physically performing the construction work, calculated by multiplying the actual hours worked by each worker by the Burdened Labor Rate for such worker, (ii) the cost of first-tier supervision of the Project work, calculated by multiplying the actual hours worked by each first-tier supervisor by the Burdened Labor Rate for each such supervisor, (iii) the cost of materials consumed in the construction of the Project, and (iv) the cost of such equipment (other than small tools) used in the performing the Project work, determined, if leased, by actual invoice or, if owned, by reference to a recognized estimating manual such as RS Means.

15.2.1.1 Base Bid Amounts. Except as to those Project elements set forth on Exhibit "H" ("Cost Responsibility"), each Party shall be responsible for all base bid amounts associated with those Project elements identified with the particular Party, on a Contract Package-by-Contract Package basis, on Exhibit "A" ("Contract Package Descriptions"). As to those base bid amounts associated with the Project elements set forth on Exhibit "H" ("Cost Responsibility"), the Parties have agreed to allocate those base bid amounts, as specifically indicated on Exhibit "H" ("Cost Responsibility"), using the allocation methodologies set forth in this Section.

15.2.1.2 Change Orders Other than For Acceleration, Incentives or Delay.

15.2.1.2.1 In the event that the base bid amount for any particular Contract Package is increased/decreased as a result of any change order (including as a result of any contractor claim) other than one associated with acceleration, contract incentives, liquidated damages or the like, the cost/credit associated with such change order shall, to the extent practicable, be allocated to the particular Project element(s) giving rise to the change. The allocated change order cost/credit for each such Project element shall be paid/enjoyed by the Party(ies) responsible for such Project element under, and otherwise in accordance with, Section 15.2.1.1.

15.2.1.2.2 In the event that it is impracticable to associate the change to a particular Project element(s), the Parties agree to share the cost associated with the change according to the calculated percentage methodology set forth in Section 15.2.3.3 for the particular Contract Package within the change occurs.

15.2.1.3 Change Orders for Acceleration, Incentives or Delay. Change order(s) associated with acceleration, contract incentives, liquidated damages or the like shall generally be allocated under the rules in this Section 15.2.1.1; provided, however, when

determining the particular Project element(s) associated with the change, the Parties specifically agree to take account of Project elements within other Contract Packages that are specifically benefited/protected by such acceleration, incentive or liquidated damages.

15.2.1.4 Direct Costs of Self-Performed Project Work. Those direct costs (i.e. labor, materials and equipment) incurred in connection with any portion of the Project self-performed by one of the Parties shall be paid by the Party(ies) responsible for such work under, and otherwise in accordance with, Section 15.2.1.1.

15.2.1.5 Payment of Direct Construction Costs. The Parties agree that reimbursements between the Parties for Direct Construction Costs required under this Section 15.2.1 will generally be made quarterly, on a Contract Package-by-Contract Package basis, as follows:

15.2.1.5.1 Invoice. Prior to the fifteenth day of the last month of each calendar quarter (i.e. March 15 for Q1, June 15 for Q2, September 15 for Q3, and December 15 for Q4), the Party responsible for a Contract Package in which work associated with reimbursable Project elements will be performed will:

15.2.1.5.1.1 Prepare an estimate of the reimbursable work (if any) to be performed during the last month of the calendar quarter and the first two months of the next calendar quarter (the "Leading Months"). By way of example, for the March 15 estimate the Leading Months are March, April and May. The estimate shall be a reasonable estimate of the work to be performed during the Leading Months, based on the baseline schedule for the Contract Package, the progress schedule for the Contract Package and the agreed schedule of values for the Contract Package.

15.2.1.5.1.2 Determine, using the appropriate allocation methodology(ies), the reimbursement amounts associated with the estimate for the Leading Months (as determined under Section 15.2.1.5.1.1). In the event that the estimate for the Leading Months includes any items subject to reimbursement the agreed lump sum methodology set forth in Section 15.2.3.1, the full agreed lump sum reimbursement amount shall be due and payable as part of the reimbursement amounts associated with the first calendar quarter in which such items appear.

15.2.1.5.1.3 Prepare an accounting of the actual amounts paid for reimbursable work that was performed during the first two months of the then-current quarter and the final month of previous quarter (the "Trailing Months"). By way of example, for the March 15 accounting, the Trailing Month are December, January and February.

15.2.1.5.1.4 Determine, using the appropriate allocation methodology(ies), the reimbursement amounts associated with the amounts actually paid for the Trailing Months (as determined under Section 15.2.1.5.1.3).

15.2.1.5.1.5 Reconcile the actual reimbursement amounts for the Trailing Months (as determined under Section 15.2.1.5.1.4) with the estimated

reimbursement amounts previously paid by the reimbursing Party based on the prior quarter's estimate (as determined under Section 15.2.1.5.1.2) for the Leading Months; *provided, however*, amounts subject to the agreed lump sum reimbursement methodology shall not be subject to reconciliation since that are payable, as provided in Section 15.2.1.5.1.2, in full as part of the reimbursement amounts associated with the first calendar quarter in which such items are estimated to appear (whether or not they so appear). Determine the amount of over/underpayment associated with the Trailing Months.

15.2.1.5.1.6 Prepare an invoice to the reimbursing Party for an amount equal to the estimated reimbursement amounts (as determined under Section 15.2.1.5.1.2) for the Leading Months as adjusted by the amount of over/under payment (as determined under Section 15.2.1.5.1.5) for the Trailing Months.

15.2.1.5.2 Payment. The Party responsible for reimbursement shall, unless in disagreement with the amounts invoiced, make payment on the invoice prepared under Section 15.2.1.5.1.6 within thirty (30) days of receipt, but in no event prior to the first day of the quarter. In the event of a disagreement, the invoiced Party shall make payment of the amounts for which there is no dispute, and the Parties shall meet promptly to establish the appropriate final invoice amount.

15.2.1.5.3 Back Up Documentation; Cooperation. With each invoice prepared under Section 15.2.1.5.1.6, the Party responsible for the Contract Package shall provide the other Party with worksheets reflecting the calculation of the estimate for the Leading Months and the calculation of the reimbursement amounts for the Trailing Months together with all supporting documentation necessary for verifying the calculations. Each Party agrees to maintain all documentation related to the reimbursement amounts for not less than six (6) years following the particular Contract Package to which the documentation pertains and make all such documentation available to the other Party on reasonable request. The Parties or any of their duly authorized representatives shall have access to and be permitted to inspect, audit and/or copy such books, records, documents, and other evidence for any purpose related to this agreement, including, but not limited to, (i) any required audit, (ii) verification of services, invoices, burdened labor rate calculation, allocation of overhead, and (iii) assist in negotiations for additional work, and to resolve claims and disputes. Each a Party shall provide a minimum of seven (7) calendar days notice to the other for access to original records. Audits conducted under this section shall be in accordance with generally accepted auditing standards and the established procedures and guidelines of the reviewing or audit agency, and the Parties further agree to reasonably cooperate with one another in the event of any audit of any portion of the Project. The periods of access and examination described above for records related to (1) disputes between the Parties; (2) litigation or settlement of claims arising out of the performance of this Agreement; or (3) costs and expenses of this Agreement as to which exception has been taken by a federal agency or the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

15.2.2 Other Costs.

15.2.2.1 General Rule. Except as set forth in Sections 15.2.2.1 through 15.2.2.10, each Party shall be responsible for all Other Costs incurred by that Party, regardless of whether the particular Other Cost may pertain to a Project element that will be owned by or benefit the other Party.

15.2.2.2 Environmental Documentation. Sound Transit has incurred costs associated with NEPA environmental review of certain Project elements associated with the Port. The Port shall reimburse Sound Transit, using a agreed lump sum methodology, for costs associated with the preparation of environmental addendum, review and record of decision for the Port's North Expressway Relocation Phase I project in the amount of Fifty Nine Thousand Four Hundred Twenty Nine Dollars and Sixty Eight Cents (\$59,429.68) no later than 90 days after execution of this Agreement.

15.2.2.3 Constructability Reviews. The Port has incurred costs associated with third-party constructability review activities for the Project and cost estimating for Contract Package 2. Sound Transit shall reimburse the Port, using an Agreed Percentage methodology, fifty percent (50%) of the costs incurred by the Port for preliminary cost estimating and constructability review. The Port shall invoice Sound Transit in arrears for such amounts and provide Sound Transit with such documentation as reasonably necessary to support the invoiced amount. Sound Transit shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.4 Cost Estimating Coordinator. The Port has, pursuant to the agreement of the Parties employed the services of a neutral third-party consultant for purposes of exercising oversight in the preparation or for the preparation of the Estimate of Probable Cost on Contract Packages containing Project elements (as identified on Exhibit "A" ("Contract Package Descriptions")) of both Parties. Sound Transit shall reimburse the Port, using the Agreed Percentage methodology, fifty percent (50%) of the costs incurred by the Port for such consultant. The Port's costs for such cost estimating and constructability review will equal to the actual invoiced amounts for such work. The Port shall invoice Sound Transit in arrears for such amounts and provide such documentation as reasonably necessary to support the invoiced amount. Sound Transit shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.5 Survey and Utility Locate Costs. The Port has to date incurred, and may in the future incur, costs (including permit and traffic control costs) associated with Port self-performed or third-party utility location and field surveys (specifically including geotechnical) that are specifically for the Light Rail Transit Facility. Sound Transit shall reimburse the Port, using an Agreed Percentage methodology, one hundred percent (100%) of the costs incurred by the Port for such utility location and field surveys. The Port's costs for such utility location and field surveys will equal to the actual invoiced amounts for work that is specifically segregated (including by way of separate task order) from other utility location and/or field surveys contracted by the Port. The Port shall invoice Sound Transit in arrears for such amounts and provide Sound Transit with such documentation as reasonably necessary to

support the invoiced amount. Sound Transit shall pay invoiced amounts within thirty (30) days of invoice.

15.2.2.6 Public Outreach. The Parties recognize that the Project will have an impact on the operations of, as well as the traveling public departing from or arriving at, the Airport. The Parties further recognize that it will be necessary to conduct public outreach associated with those impacts as more specifically set forth in Section 13.2. Sound Transit shall reimburse the Port a percentage of the costs incurred by the Port for such public outreach. The percentage will be equal to Sound Transit's calculated percentage (as set forth in Section 15.2.3.3) for Contract Package 2. The Port's costs for public outreach will be equal to: (i) costs (at the Burdened Labor Rate) of consultants utilized in the public outreach, (ii) the cost of all advertising or public service announcement material prepared for public outreach (including, but not limited to, advertising copy, scripts or otherwise), and (iii) the cost of actually placing or running any such advertising or public service announcement (including, but not limited to, newspaper, magazine or radio advertising buys). The Port shall invoice Sound Transit in arrears for such amounts and provide Sound Transit with such documentation as reasonably necessary to support the invoiced amount. Sound Transit shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.7 Administration and Management of the Construction. The Parties agree that the costs associated with administration and management of construction contracts that are incurred by the Party administering a particular Contract Package shall be subject to reimbursement by the non-administering Party according to the calculated percentage methodology set forth in Section 15.2.3.3. The amounts subject to reimbursement under this Section 15.2.2.7 shall be limited to the Reimbursable Soft Costs. The value of the Reimbursable Soft Costs shall be calculated as follows: (i) for labor, by multiplying the actual hours worked by each person (whether employee or consultant) performing construction management on the particular Contract Package by the Burdened Labor Rate for such person; (ii) for testing, sampling and analysis or any materials consumed in the performance of administration and management, the actual cost of such testing, sampling or analysis, or materials; (iii) for other materials and equipment associated with (but not consumed in) the administration and management of the Contract Package, based on actual, out-of-pocket costs associated with such items. Reimbursement of amounts for the administration and management of construction will be made quarterly, in the general manner set forth in Section 15.2.1.5.

15.2.2.8 Contract Assembly and Printing. The Parties will incur costs associated with the assembly and printing of the contract documents for Contract Packages including work of both Parties. The Parties shall reimburse each other a percentage of the cost of such assembly and printing in accordance with the cost allocations defined in Exhibit "H" "Cost Responsibility." The Parties shall invoice in arrears for such amounts and provide each other with such documentation as reasonably necessary to support the invoiced amount. The Parties shall pay the approved invoiced amounts within thirty (30) days of invoice.

15.2.2.9 OCIP Premiums and Deductibles. For Contract Packages involving the work of both Parties, the Parties agree that the Contracting Party's costs for the elements of the Owner Controlled Insurance Program associated with such Contract Package that

are identified as primary under Section 17.2.3.1 shall be subject to reimbursement by the non-administering Party according to the calculated percentage methodology set forth in Section 15.2.3.3 as applied against one percent (1%) of the Direct Construction Costs associated with such Contract Package. This amount shall be inclusive of any amounts associated with insurance premiums, insurance deductibles, and/or insurance claims, and the non-administering Party shall have no obligation for payment of any other amount related to the OCIP or its administration.

15.2.2.10 Builders Risk Premiums and Deductibles. For a Contract Package involving the work of both Parties, in the event that the Contracting Party elects to directly procure builders risk insurance as allowed by Section 17.2.1.5.2, the Parties agree that the actual, out-of-pocket costs for such builders risk insurance associated with the Contract Package shall be subject to reimbursement by the non-administering Party according to the calculated percentage methodology set forth in Section 15.2.3.3. The non-administering Party shall have no responsibility for insurance deductibles, insurance claims, and/or administration related to such builders risk policy.

15.2.3 Allocation Methodologies. Where any costs associated with the Project are to be allocated or shared between the Parties, one of the following methodologies, as specifically indicated in the location calling for such allocation or sharing, shall be used:

15.2.3.1 Agreed Lump Sum. The Party indicated shall reimburse the other Party the lump sum amount indicated for the particular Project element. The lump sum amount shall not vary based on the actual bid cost or final actual cost of the particular Project element (even if the actual cost for such Project element varies from the lump sum amount) and shall not be subject to increase as a result of any change order whatsoever.

15.2.3.2 Agreed Percentage. The Parties shall share the actual bid cost of the particular Project element according to the percentages set forth. These percentages shall likewise apply to any increase/decrease in the actual bid cost of the particular Project element as a result of any change order.

15.2.3.3 Calculated Percentage. The Parties shall share the actual bid cost of the particular Project element according to percentages calculated as follows:

15.2.3.3.1 First, the Estimate of Probable Cost for the particular Contract Package in which the Project element is found shall be prepared as set forth in this Agreement.

15.2.3.3.2 Second, the Parties shall agree on which elements within a particular Contract package are attributable to the Contract Package general conditions, including items of mobilization, traffic control, demobilization, temporary erosion and sediment control. These items are referred to herein as "General Costs" and shall be deducted from the Estimate of Probable Cost.

15.2.3.3.3 Third, items for which the Parties have agreed to apply the Agreed Lump Sum methodology shall be deducted from the Estimate of Probable Cost.

15.2.3.3.4 Fourth, after deduction of the General Costs and the items subject to Agreed Lump Sum methodology, the remaining amounts in the Estimate of Probable Costs are referred to as the "Remaining Costs." The Remaining Costs shall be allocated between the Parties as follows:

15.2.3.3.4.1 Party Owned Elements. The cost for those Project elements that will be owned by, or specifically benefit, a particular Party shall be allocated 100% to that Party.

15.2.3.3.4.2 Agreed Percentage Elements. Those Project elements subject to an Agreed Percentage methodology for allocating the cost shall be allocated between the Parties in proportion to the agreed percentage.

15.2.3.3.5 Fifth, each Party's respective Calculated Percentage shall be the fraction that that Party's share of the Remaining Costs bears to the total estimate of the Remaining Costs.

16 General Indemnification

To the extent permitted by law, the Parties shall protect, defend, indemnify, and save harmless the other Parties, their officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. No Party will be required to indemnify, defend, or save harmless the other Parties if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Parties. Where such claims, suits, or actions result from concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence. Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

17 Insurance

17.1 Insurance Overview. The intent of this section is to ensure that all contractors, sub-contractors, professionals, Sound Transit, and the Port have liability insurance coverage in the type, amount, and form as stated herein. In addition, the Parties also agree to maintain a commercial property insurance program for the property related risks of these projects both during the course of construction and following project completion up until the point the constructed assets are physically removed from each project site.

17.2 Required Insurance. Except as otherwise agreed by the Parties, the Parties each agree to provide and maintain insurance in the form and with the limits as set forth below at all times during the term of this Agreement.

17.2.1 Required Policies of Insurance.

17.2.1.1 Commercial General Liability Insurance. Each Party shall provide liability insurance covering both on-going and completed operations by the Parties and their respective contractors, subcontractors, and professionals using ISO Form CG 00 01 (1998 or later revision) or the equivalent. Limits shall not be less than set forth on Exhibit "I" to this Agreement. Completed operations coverage shall extend at least three (3) years following the completion and acceptance of work. Each policy shall include an endorsement naming (unless already covered as a named insured) each of the Parties to this Agreement as an Additional Named Insured on a form specifically including completed operations coverage using ISO Form 20 26 11 85, ISO Form 20 37 07 04, or the equivalent. Commercial liability coverage shall include Washington "stop-gap" liability (employer's liability), personal injury, and contractual liability. There shall be no exclusions for hazards associated with explosion, collapse, and underground.

17.2.1.2 Commercial Auto Liability Insurance. Each Party shall provide auto liability insurance covering the Parties and their respective contractors, subcontractors, and professionals using ISO Form CA 00 01 10 01 or the equivalent. Limits shall not be less than set forth on Exhibit "I" to this Agreement. The policy must cover all owned, hired, and non-owned automobiles, trucks and trailers. Each policy shall include, by specific endorsement, a waiver of subrogation in favor of the Port and Sound Transit.

17.2.1.3 Professional Liability Insurance. Each Party shall provide professional liability (errors & omissions) insurance covering all consultants and sub-consultants providing architectural, engineering, surveying, environmental, construction management or other professional services related to the work to be performed pursuant to this Agreement with limits no less than set forth on Exhibit "I" to this Agreement. The policy must provide full prior acts coverage and a minimum 10 year extended reporting period. The policy shall be non-cancelable and have no exclusions relative to pollution or environmental acts or asbestos.

17.2.1.4 Contractor Pollution Liability. Each Party shall provide contractor pollution liability insurance providing coverage, on an occurrence basis, or claims made coverage with an extended reporting period ending no sooner than May 1, 2012, for bodily injury, property damage, clean-up costs, and claim expenses for unintentional environmental damage caused by pollution conditions and include coverage for both sudden and gradual occurrences arising from work performed under any Contract Package; provided, however, the Port shall not be required to provide contractor pollution liability insurance with respect to Contract Package 7. Limits shall not be less than set forth on Exhibit "I" to this Agreement.

17.2.1.5 Builder's Risk Insurance.

17.2.1.5.1 For those portions of the Project constructed through a Contract Package involving the work of only one Party, that Party shall not be required to provide, or require its contractor to provide, builder's risk insurance, but may elect at its sole discretion to do so.

17.2.1.5.2 For those portions of the Project construction through a Contract Package involving the work of both Parties, the Contracting Party shall, at its election, either provide or require its contractor to provide builder's risk insurance as set forth in this Section 17.2.1.5.2. The builder's risk policy shall:

17.2.1.5.2.1 Apply to all elements of the Contract Package, regardless of whether the Contracting Party will own any particular element following completion of the Contract Package;

17.2.1.5.2.2 Insure, at a minimum, all risk of physical damage or loss, including from earthquake and flood, but specifically excluding terrorism or mold;

17.2.1.5.2.3 Cover (including for earthquake and flood) the full replacement cost of the work within the Contract Package; and

17.2.1.5.2.4 Be subject to a deductible or self-insured retention of: (i) no more than \$500,000 on all perils other than earthquake or flood, and (ii) no more than 10% of the loss and \$1,000,000 minimum for earthquake and flood.

17.2.1.6 Property Insurance Following Completion of Construction.

Each Party shall carry adequate property insurance using a form that covers "All-Risk" perils as they extend to fire and extended coverage perils on the assets constructed under the scope of this Agreement following completion of construction for the remaining term of this Agreement. The coverage shall include debris and removal for damage to property that will not be rebuilt or otherwise repaired. Coverage shall be for full replacement value of the assets.

17.2.2 Acceptable Methods to Meet Insurance Requirements. The Parties specifically agree that the insurance required by Section 17.2.1 may be provided through any combination of methods, specifically including the following:

17.2.2.1 General Program of Insurance. Each Party may satisfy the insurance obligations imposed upon it through a general or blanket policy of insurance maintained by such Party for all its operations and/or locations, provided that such policy otherwise complies with the requirements of this Section 17.2. The Parties agree that no specific endorsement providing limits dedicated to the Project or such Party's elements of the Project shall be required.

17.2.2.2 Owner Controlled Insurance Program (OCIP). Each Party may satisfy the insurance obligations imposed upon it through an Owner Controlled Insurance Program (OCIP), provided that the OCIP complies with the requirements of RCW 48.30.270. Any Party using an OCIP to satisfy any insurance requirement imposed upon it shall be fully responsible for the administration of such OCIP, including enrolling participants, collecting and maintaining required Certificates of Insurance, collecting and maintaining required Additional Insured endorsements and/or Waivers of Subrogation, collecting notices of incidents, notifying carriers of potential or actual claims, and providing minimum quarterly status reports of OCIP results. Each Party making use of an OCIP agrees to provide informal quarterly status reports regarding the OCIP and a formal annual review of the OCIP.

17.2.2.3 Self Insurance. Each Party may satisfy the insurance obligations imposed upon it through a program of self insurance, provided that program of self insurance complies with the requirements of RCW 48.62.031; provided, however, neither Party shall self-insure: (i) amounts in excess of \$1 million per line of coverage, (ii) professional liability, or (iii) contractor's pollution liability, all without the prior consent of the other Party, which consent will not unreasonably be withheld.

17.2.2.4 Contractor/Consultant Provided Insurance. Each Party may satisfy the insurance obligations imposed upon it by requiring its contractors, subcontractors and/or consultants to carry such insurance, provided that such policies of insurance otherwise comply with the requirements of this Section 17.2.

17.2.3 Primary Policies on Contract Packages Including Work of Both Parties. For those Contract Packages including the elements of both Parties, the Parties agree that the following rules, notwithstanding anything to the contrary in Section 17.2, shall apply:

17.2.3.1 The Contracting Party shall be responsible for providing the commercial general liability insurance required under Section 17.2.1.1, the automobile liability insurance required under Section 17.2.1.2 and the contractor pollution liability insurance required under Section 17.2.1.4 for: (i) all contractors and subcontractors performing work on that Contract Package, and (ii) all architects, engineers or other professionals that will perform all, or substantially all, of their work related to the Contract Package on-site. In the event that the Contracting Party elects to provide such coverage through its OCIP, the Parties agree that the coverage provided by the OCIP shall be primary over any other insurance maintained by the non-Contracting Party (specifically including its OCIP).

17.2.3.2 Each Party shall be responsible for providing the commercial general liability insurance required under Section 17.2.1.1, the automobile liability insurance required under Section 17.2.1.2 and the contractor pollution liability insurance required under Section 17.2.1.4 for all architects, engineers or other professionals retained by such Party but who will NOT perform all, or substantially all, of their work related to the Contract Package on-site. To the extent that either Party uses its OCIP to provide such coverage, the Parties agree that the coverage provided by that Party's OCIP shall be primary over any other insurance maintained by the other Party (specifically including its OCIP).

17.2.3.3 Each Party shall be responsible for providing the professional liability insurance required by Section 17.2.1.3 for all architects, engineers or other professionals retained by such Party. To the extent that either Party uses its OCIP to provide such coverage, the Parties agree that the coverage provided by that Party's OCIP shall be primary over any other insurance maintained by the other Party (specifically including its OCIP).

17.2.4 Additional Insurance Requirements.

17.2.4.1 All insurance required under this Agreement and not provided through an acceptable program of self insurance, shall be underwritten by companies duly licensed to transact business in the State of Washington, and maintaining during the policy term a General Policyholders Rating of 'A-' or better and a financial rating of 'IX' or better as set forth in the most current issue of "Best's Insurance Guide."

17.2.4.2 Neither party shall do or permit to be done anything which shall invalidate the insurance policies referred to in this Agreement. To the extent specifically requested, each party agrees to deliver to the other certificates evidencing the existence and amounts of such insurance with the endorsements and insureds required by this Agreement.

17.2.5 Waiver of Subrogation. Without affecting any other rights or remedies, each party (for itself and on behalf of anyone claiming through or under it by way of subrogation or otherwise) hereby waives any rights it may have against the other, its officers, agents and employees (whether in contract or in tort) on account of any loss or damage arising out of or incident to the perils required to be insured against under Section 17.2.1. Accordingly, each party shall cause each insurance policy required by Section 17.2.1 to further contain a waiver of subrogation clause. The effect of such release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductibles applicable thereto.

17.2.6 Construction Safety. The Parties acknowledge and agree that the contractors working on the Project shall have primary responsibility for project safety and safety of their workers on the job site, and each contractor shall be required to establish a written safety program and provide a designated safety representative who is on site when any work is in progress. Nonetheless, the Parties also agree that a limited degree of oversight of the contractors' safety programs by the Parties is appropriate and that for each Contract Package, the Contracting Party will be responsible for such oversight. The Parties specifically agree that such oversight may be satisfied through either an established construction safety program or regular safety audits of the construction sites provided as part of the Contracting Party's OCIP.

18 Liens

18.1 The Light Rail Transit Way and Light Rail Transit Facilities are not subject to a claim of lien. In the event that any Port property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be

discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the Port, and shall indemnify the Port against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the Port may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit seven (7) days' advance notice of its intention to do so. The Port shall use its reasonable efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

18.2 Nothing herein shall preclude Sound Transit's or the Port's ability to contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the Port, or of a contract or action upon which the same arose.

18.3 Nothing in this Agreement shall be deemed to give, and the Port hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

19 Term; Termination

19.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

19.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the Port all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the Parties hereto of obligations accrued and unsatisfied at such termination.

19.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remains on Port property or is not removed by Sound Transit, the Port may deem it abandoned and it shall become the property of the Port. If the Port does not desire such ownership, Sound Transit shall develop, subject to approval and regulation by the Port, a plan for disposition of those remaining portions of the Light Rail Transit System. The affected property shall be restored to as good or better condition than existed immediately prior to removal of any portion of the Light Rail Transit System.

20 Remedies; Enforcement

20.1 The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:

20.1.1 Commence an action at law for monetary damages;

20.1.2 Commence an action for equitable or other relief; and

20.1.3 Seek specific performance of any provision that reasonably lends itself to such remedy.

20.2 In determining which remedy or remedies for violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the breaching party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstances. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

20.3 Neither Party shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure by the other Party to enforce prompt compliance, and such failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

21 Covenants and Warranties

21.1 By execution of this Agreement, the Port warrants:

21.1.1 That the Port has the full right and authority to enter into and perform this Agreement and any permits that may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the Port is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

21.1.2 That the execution, delivery and performance of this Agreement by the Port has been duly authorized by all requisite corporate action, that the signatories hereto for the Port hereto are authorized to sign this Agreement, and that, upon approval by the Port, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

21.2 By execution of this Agreement, Sound Transit warrants:

21.2.1 That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and

21.2.2 That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories hereto for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

22 Recordings, Taxes and Other Charges

22.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permits that may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Light Rail Transit Facilities or rights herein described requires the payment of any tax, levy, excise, assessment, or charges (including, without limitation, property, sales or use tax) under any statute, regulation, or rule, Sound Transit shall pay the same, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the Port harmless therefrom. Sound Transit shall pay all taxes, levies, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use (including increases attributable to such existence or use, and excluding taxes based on the income of the Port), and shall indemnify the Port against payment thereof. Sound Transit shall have the right to claim, and the Port shall reasonably cooperate with Sound Transit in the prosecution of any such claim for refund, rebate, reduction or abatement of such tax(es).

22.2 The Port may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the Port for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

23 Assignability; Beneficiary

23.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity; or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

23.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.

23.3 Sound Transit acknowledges and agrees that the Port may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the Port under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the Port as fully as if such actions were performed by the designator itself.

23.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

24 Designated Representatives

24.1 To promote effective intergovernmental cooperation and efficiencies, the Parties shall designate one representative ("Designated Representative") for each of the various stages of Project implementation who shall be responsible for coordination of communications and management between the Parties and their respective teams and shall act as the point of contact for each Party to implement the intent of this Agreement.

24.2 Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other Party during the term of this Agreement. Each Party's Designated Representative is named below with the individual's contact information.

24.3 Designated Representatives and Contact Information.

Sound Transit	Project Management	Martin Schachenmayr Project Manager Sound Transit Link Light Rail 401 South Jackson Seattle, Washington 98104-2826 206-398-5162
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	During Construction:	Al Walley, Construction Manager Sound Transit Link Light Rail 401 South Jackson Seattle, WA 98104-2826 Phone Number
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Port of Seattle: Project Management

George England, Program Leader
Port of Seattle
17900 International Blvd., Suite 301
SeaTac, WA 98188-4236
(206) 444-4369

During Construction:

Karl Hedlund, Construction Manager
Port of Seattle
160th and Host road
SeaTac, WA 98188-4236
(206) 433-7201
(206) 431-4947

25 Notice

25.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representative.

25.2 Unless otherwise provided herein, notices shall be sent by registered or certified U.S. Mail, or other verifiable physical or electronic transmission, and shall be deemed served or delivered to addressee, or its office, upon the date of actual receipt, return receipt acknowledgment, or, if postal claim notice is given, on the date of its return marked "unclaimed"; provided, however, that upon receipt of a returned notice marked "unclaimed," the sending Party shall make a reasonable effort to contact and notify the other Party by telephone.

26 Dispute Resolution

26.1 Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process, rather than in the media or through other external means.

26.2 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

26.3 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute process should any such disputes arise:

26.3.1 Level One – Sound Transit's Project Manager and the Port's Program Leader or equivalents shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within seven (7) calendar days after referral of that dispute to Level One, either Party may refer the dispute to Level Two.

26.3.2 Level Two – Sound Transit’s Director Link Light Rail and the Port’s Director, Aviation Project Management Group or Manager, Construction Services or designees shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within seven (7) calendar days after referral of that dispute to Level Two, either Party may refer the dispute to Level Three.

26.3.3 Level Three – Sound Transit’s and the Port’s Chief Executive Officers or designees shall meet to discuss and attempt to resolve the dispute in a timely manner.

26.4 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

26.5 In the event that the Parties choose to resolve its dispute through binding arbitration, the Parties agree to the following procedure:

26.5.1 Binding arbitration between the Parties pursuant to this Section shall be governed by the rules and procedures set forth in this Section.

26.5.2 If the Parties to the dispute are unable to agree upon a single arbitrator within fourteen (14) calendar days of failure to resolve the dispute at the end of the Level Three process, then a board of three arbitrators shall be appointed by the American Arbitration Association (“AAA”) in compliance with the Rule of Appointment of Neutral Arbitrator. Any arbitrator appointed by AAA under this Subsection shall possess knowledge of the particular matters at issue in the arbitration.

26.5.3 Upon selection of the arbitrator(s), said arbitrator(s) shall determine the question(s) raised within fourteen (14) calendar days, unless a different period of time is otherwise agreed upon by the Parties in writing. Said arbitrator(s) shall then give both parties reasonable notice of the time (which time shall be within thirty (30) calendar days of the arbitrator(s)’ determination of the questions raised, unless a different period of time is otherwise agreed upon by the Parties), and place of hearing evidence and argument; take such evidence as the arbitrator(s) deems relevant, with witnesses required to be sworn; and hear arguments of counsel or others.

26.5.4 After consideration of all evidence, testimony and arguments, said single arbitrator or said board of arbitrators or a majority thereof shall, within thirty (30) days of completion of the hearing, promptly provide a decision or award in writing. Said decision or award shall be final, binding, and conclusive on all parties to the arbitration when delivered to them, except as provided in Subsection 26.5.6 and 26.5.7. Until the arbitrator(s) issue the first decision or award upon any question submitted for the arbitration, performance under the Agreement shall continue in the manner and form existing prior to the rise of such question.

After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.

26.5.5 Sound Transit and the Port shall share equally the compensation, costs, and expenses of the arbitrators, but each shall be responsible for their own fees and expenses of its own witnesses, exhibits, and counsel.

26.5.6 The arbitrator(s) shall have the authority to enter awards of equitable remedies consistent with the obligations of the Port and Sound Transit under this Agreement.

26.5.7 The arbitrator(s) shall not have the authority to enter any award, the satisfaction of which by the Party to be bound, would be impermissible under any law, regulation, or funding agreement to which the bound Party is subject. The determination of any such impermissibility shall be made by a court of competent jurisdiction within the State of Washington and under the laws of the State of Washington. Any such determination shall be appealable.

27 Default

No Party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other Party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any Party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action consistent with this Agreement. The prevailing Party (or the substantially prevailing Party if no one Party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

28 General Provisions

28.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The Port and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.

28.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

28.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Port and Sound Transit.

28.4 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.

28.5 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

28.6 This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement.

28.7 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.

28.8 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow downs, or power outages exceeding back-up power supplies. This Agreement shall not be revoked or a Party penalized for such noncompliance, provided that such Party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both Parties' employees or property, or the health, safety, and integrity of the public, public property, or private property.

28.9 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any Party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.

28.10 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), term sheets, letters, understandings and agreements with respect hereto.

28.11 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

28.12 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

28.13 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

28.14 A Memorandum of this Agreement shall be recorded against the property legally described in Exhibit "F."

28.15 All Exhibits identified in this Agreement are incorporated by reference into this Agreement.


29 Severability


In case any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY (SOUND TRANSIT)

PORT OF SEATTLE

By: 
Joan M. Earl
Chief Executive Officer

By: 
M.R. Dinsmore
Chief Executive Officer

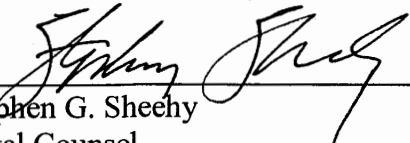
Date: 4-17-06

Date: 4-17-06

Authorized by Motion M 2006-18

Authorized by Resolution No. 3559, as Amended

Approved as to form:

By: 
Stephen G. Sheehy
Legal Counsel

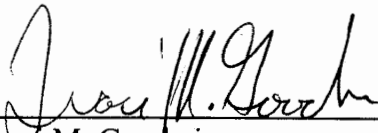
By: 
Tracy M. Goodwin
Senior Port Counsel

EXHIBIT "A"
Contract Package Description

Airport Light Rail and Roadways Project Contract Packages

Contract Package #1 – Construction of the light rail guideway and trackwork between South 154th Street and approximately South 160th Street.

Sound Transit will administer and provide construction management for this Contract Package.

Contract Package #1 consists of construction of aerial guideway from South 154th Street to and including the transitioning section to at-grade at the WSDOT/Port property boundary near South 160th Street (terminus of Contract Package #1). Work includes all trackwork within this section, the transition section and the at-grade section including track slab, retained fill and guideway. A revised off-ramp from SR 518 to International Boulevard will be provided. An emergency connection road between the NB and SB North Airport Expressway roadways will be relocated. An Art-Wall may be constructed along the west side of the LRT guideway.

Contract Package #2 – North Airport Expressway Relocation Phase 1 North

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2 consists of construction of all highway and LRT civil design infrastructure from the terminus of Contract Package #1 at the WSDOT/Sea-Tac International Airport boundary near South 160th Street, extending south to the Airport parking garage area, in the vicinity of South 176th Street. Work includes the at-grade section from the terminus of Contract Package #1 to approximately South 168th Street and the aerial guideway from South 168th Street to the SeaTac/Airport Light Rail Station. At-grade LRT components include barriers/walls adjacent to the North Airport Expressway, mud slab, track slab, OCS pole foundations, drainage, other underground utilities, and conduits for future installation of conductors. The aerial components include foundations, substructure and superstructure for the elevated guideway, foundations for the SeaTac/Airport Light Rail Station, water, drainage, and TPSS ductbanks and conduits.

Utility relocations, roadway utilities, extension of utilities (drainage, sanitary, conduits, etc.) to the SeaTac/Airport Light Rail Station for future connection will be provided. Retaining walls in the vicinity of the SeaTac/Airport Light Rail Station will be constructed, and the roadway will be widened to create four northbound lanes adjacent to the airport parking garage. The southbound expressway lanes will be relocated, a South 160th Street Loop Ramp will be constructed, the entrance to the lower drive will be widened, and a temporary detour of South 170th Street during bridge construction will be provided. Water lines and fire hydrants will be provided as needed. Landscaping and art components at the north entrance to the North Airport Expressway (slated for WSDOT right-of-way) will be partially included.

The package includes demolition/relocation of facilities near the water tower, demolition of the Radisson and former bank, construction of roadway, wall, and bridges for the northbound lanes from where the new and existing alignments diverge south of the North Electrical Substation. Demolition of the existing return-to-terminal ramps, construction of temporary and permanent access ramps to the airport parking garage and terminal, and placement of fill north of the parking garage and beneath the SeaTac/Airport Light Rail Station will be included.

Contract Package #2a – Early building demolition and relocation

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2a consists of demolition of the HMS Host and Maintenance Buildings in the Water Tower Area and relocation of the Engineering Modular to the demolished HMS Host location.

Contract Package #2b – Advance work for staging area, parking facility access revisions, and temporary signal

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2b consists of advance work for the staging area to be used in Contract Packages #2 and #3 at the Radisson site, revision of the access to the Doug Fox Parking facility, installation of a temporary signal at the terminus of the northbound off-ramp to South 170th Street, and installation of Fire/Life Safety access through the Doug Fox Parking area and from Air Cargo Rd. to the Northern Airport Expressway.

Contract Package #2c – Abatement activity at Radisson Hotel

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #2c consists of removal of regulated material from the Radisson Hotel.

Contract Package #3 – SeaTac/Airport Light Rail Station, Pedestrian Bridges, and a Kiss & Ride Facility.

Sound Transit will administer this Contract Package. Subject to mutual agreement by the Parties, either Sound Transit or the Port of Seattle will provide construction management for this Contract Package.

Contract Package #3 consists of construction the SeaTac/Airport Light Rail Station and the barrier screen on the LRT guideway. It includes the pedestrian walkway from the SeaTac/Airport Light Rail Station to SeaTac City Center, the pedestrian walkway to the Airport

Garage, and the Kiss and Ride facility at South 176th Street. and International Boulevard. Flight Information Displays (FIDS), kiosks, TPSS and Smarte Cart infrastructure will be provided.

Contract Package #4 – Rail Installation

Sound Transit will administer and provide construction management for this Contract Package, either under a separate construction contract or as part of Contract Package #1 or Contract Package #3.

Contract Package #4 consists of construction of the direct fixation trackwork from South 160th Street through the SeaTac/Airport Light Rail Station on aerial structure and on track slab for at-grade and transition structures. Also included is a crossover north of the station and track bumper posts.

Contract Package #5 – Systems Components Installation and Testing

Sound Transit will administer and provide construction management for this Contract Package through multiple systems contracts.

Contract Package #5 consists of construction of the train signal system, communications systems, and traction electrification system from South 154th Street to the SeaTac/Airport Light Rail Station.

Contract Package #6 – Pedestrian Corridor in the Parking Garage

The Port of Seattle will administer and provide construction management for this Contract Package.

Contract Package #6 consists of construction of pedestrian walkways, signage, infrastructure and systems connections, and other items associated with the pedestrian corridor from the SeaTac/Airport Light Rail Station through the Airport Garage to the Airport Terminal.

Contract Package #7 – Landscaping, Artwork, and Final Cleanup



The Port of Seattle will administer and provide construction management for this Contract Package.



Contract Package #7 consists of construction of the final ramp and return drive paving, landscaping, art installation, site reclamation, cleanup, and miscellaneous items.

EXHIBIT "B"
Contract Package Diagram







AIRPORT LIGHT RAIL AND ROADWAYS PROJECT CONTRACT PACKAGES

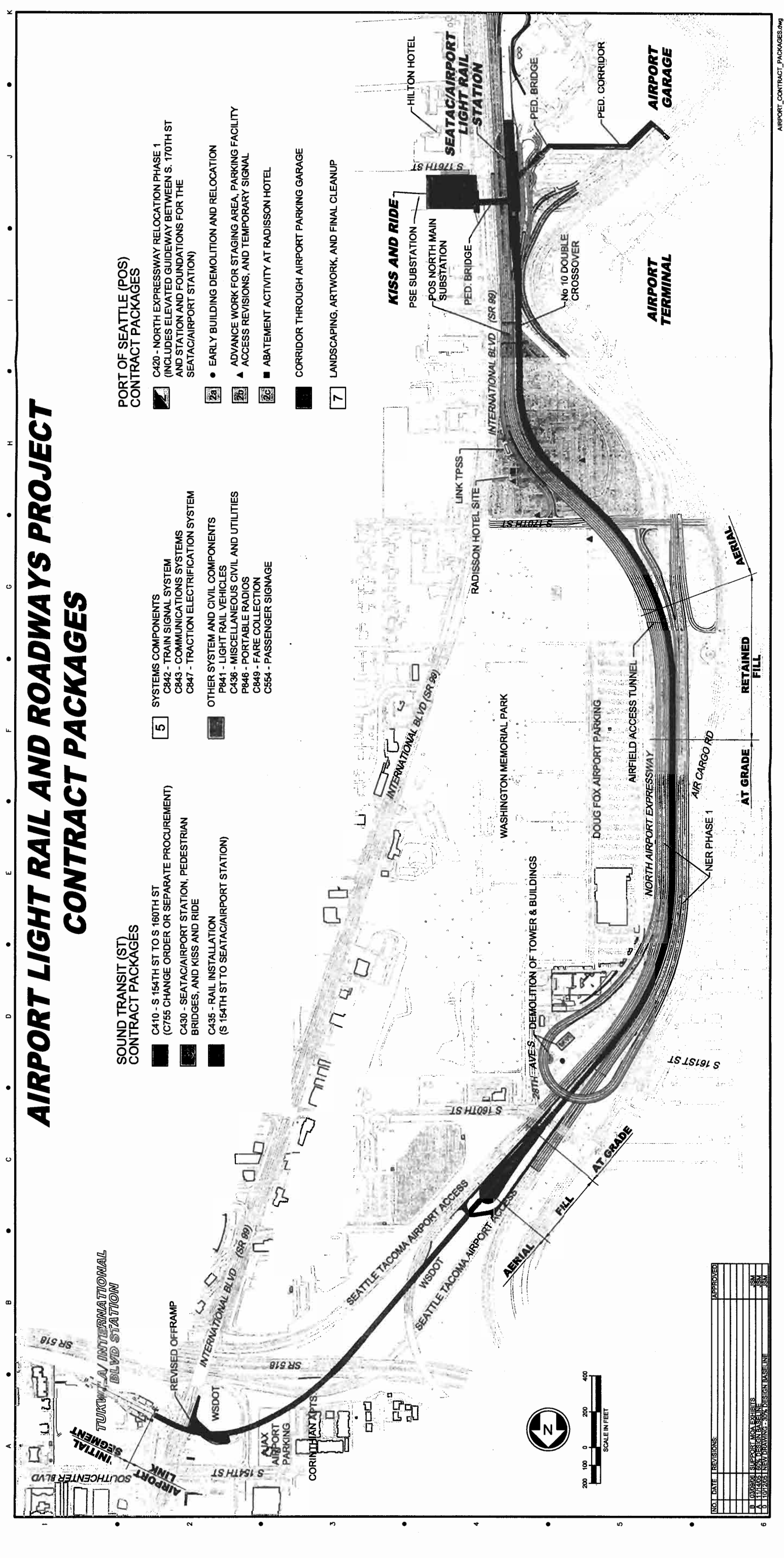
SOUND TRANSIT (ST) CONTRACT PACKAGES

-  C410 - S 154TH ST TO S 160TH ST (C755 CHANGE ORDER OR SEPARATE PROCUREMENT)
-  C430 - SEATAC/AIRPORT STATION, PEDESTRIAN BRIDGES, AND KISS AND RIDE
-  C435 - RAIL INSTALLATION (S 154TH ST TO SEATAC/AIRPORT STATION)

-  5 SYSTEMS COMPONENTS
 - C842 - TRAIN SIGNAL SYSTEM
 - C843 - COMMUNICATIONS SYSTEMS
 - C847 - TRACTION ELECTRIFICATION SYSTEM
-  OTHER SYSTEM AND CIVIL COMPONENTS
 - P841 - LIGHT RAIL VEHICLES
 - C436 - MISCELLANEOUS CIVIL AND UTILITIES
 - P846 - PORTABLE RADIOS
 - C849 - FARE COLLECTION
 - C554 - PASSENGER SIGNAGE

PORT OF SEATTLE (POS) CONTRACT PACKAGES

-  C420 - NORTH EXPRESSWAY RELOCATION PHASE 1 (INCLUDES ELEVATED GUIDEWAY BETWEEN S. 170TH ST AND STATION AND FOUNDATIONS FOR THE SEATAC/AIRPORT STATION)
-  2a EARLY BUILDING DEMOLITION AND RELOCATION
-  2b ADVANCE WORK FOR STAGING AREA, PARKING FACILITY ACCESS REVISIONS, AND TEMPORARY SIGNAL
-  2c ABATEMENT ACTIVITY AT RADISSON HOTEL
-  CORRIDOR THROUGH AIRPORT PARKING GARAGE
-  7 LANDSCAPING, ARTWORK, AND FINAL CLEANUP



NO.	DATE	REVISIONS	APPROVED

EXHIBIT "C" Airport Link Baseline Schedule

Activity Name	Start	Finish	2006	2007	2008	2009
Contract Package #1 - S.154th St. to S.160th St.						
Aerial Guideway/Retained Fill Construction	01-Sep-06	06-Feb-08	[Gantt bar]			
Trackwork (154th to 160th) incl PInths and Rail	20-Aug-07	15-Jan-08	[Gantt bar]			
Contract Package #2 - S.160th St. to Airport Station						
Contract Package #2 - Bid and Award	18-Apr-06	16-Aug-06	[Gantt bar]			
Contract Package #2 - NTP	17-Aug-06		[Gantt bar]			
NAE S170th Bridge Construction	17-Aug-06	06-Jul-07	[Gantt bar]			
Southbound Road Construction	05-Sep-06	26-Dec-06	[Gantt bar]			
New Southbound Lanes Open		26-Dec-06	[Gantt bar]			
Northbound Road Construction	26-Dec-06	01-Oct-07	[Gantt bar]			
New Northbound Lanes Open		01-Oct-07	[Gantt bar]			
Aerial Guideway (CIP) @ S170th Bridge	02-Aug-06	02-Apr-07	[Gantt bar]			
Aerial Guideway (CIP) from S170th to Station	27-Feb-07	22-Jan-08	[Gantt bar]			
At Grade Alignment Work	16-Jan-07	31-Dec-07	[Gantt bar]			
Station Foundations/Caps/Beams/Backfill	11-Sep-06	17-Apr-07	[Gantt bar]			
Station - Site Available for Contract Package #3		30-Apr-07	[Gantt bar]			
Contract Package #3 - Airport Station and Bridge						
Station Contract Bid & Award	11-Oct-06	11-Apr-07	[Gantt bar]			
Station Construction to Building Enclosed	01-May-07	12-Aug-08	[Gantt bar]			
Station Finishes	10-Jan-08	07-Jan-09	[Gantt bar]			
Parking Garage Connector Bridge	17-Jun-08	04-Nov-08	[Gantt bar]			
International Blvd Bridge	13-Aug-08	31-Dec-08	[Gantt bar]			
Kiss and Ride	01-Jan-09	01-May-09	[Gantt bar]			
Contract Package #4 - Rail Installation						
Trackwork (160th to Station) incl PInths & Rail	23-Jan-08	27-Nov-08	[Gantt bar]			
Contract Package #5 - Systems Commissioning						
Systems Installation	14-Jun-07	13-Mar-09	[Gantt bar]			
Systems Commissioning & Testing	31-Oct-08	17-Apr-09	[Gantt bar]			
Contract Package #6 - Parking Garage Walkway to I						
Parking Garage Connector Garage Access	01-Apr-09	08-Jul-09	[Gantt bar]			
Contract Package #7 - Landscaping, Art						
Landscaping, Art Contract	02-Mar-09	25-Aug-09	[Gantt bar]			
Completion						
Systemwide Integration/Testing & Startup	20-Apr-09	17-Aug-09	[Gantt bar]			
Systemwide Float to Completion	18-Aug-09	31-Dec-09	[Gantt bar]			

Date	Revision	Chec...	Appr...	Airport Light Rail and Roadways Project	Page 1 of 1
				BASELINE SCHEDULE	29-Mar-06

EXHIBIT "D"
Station Ground Plane

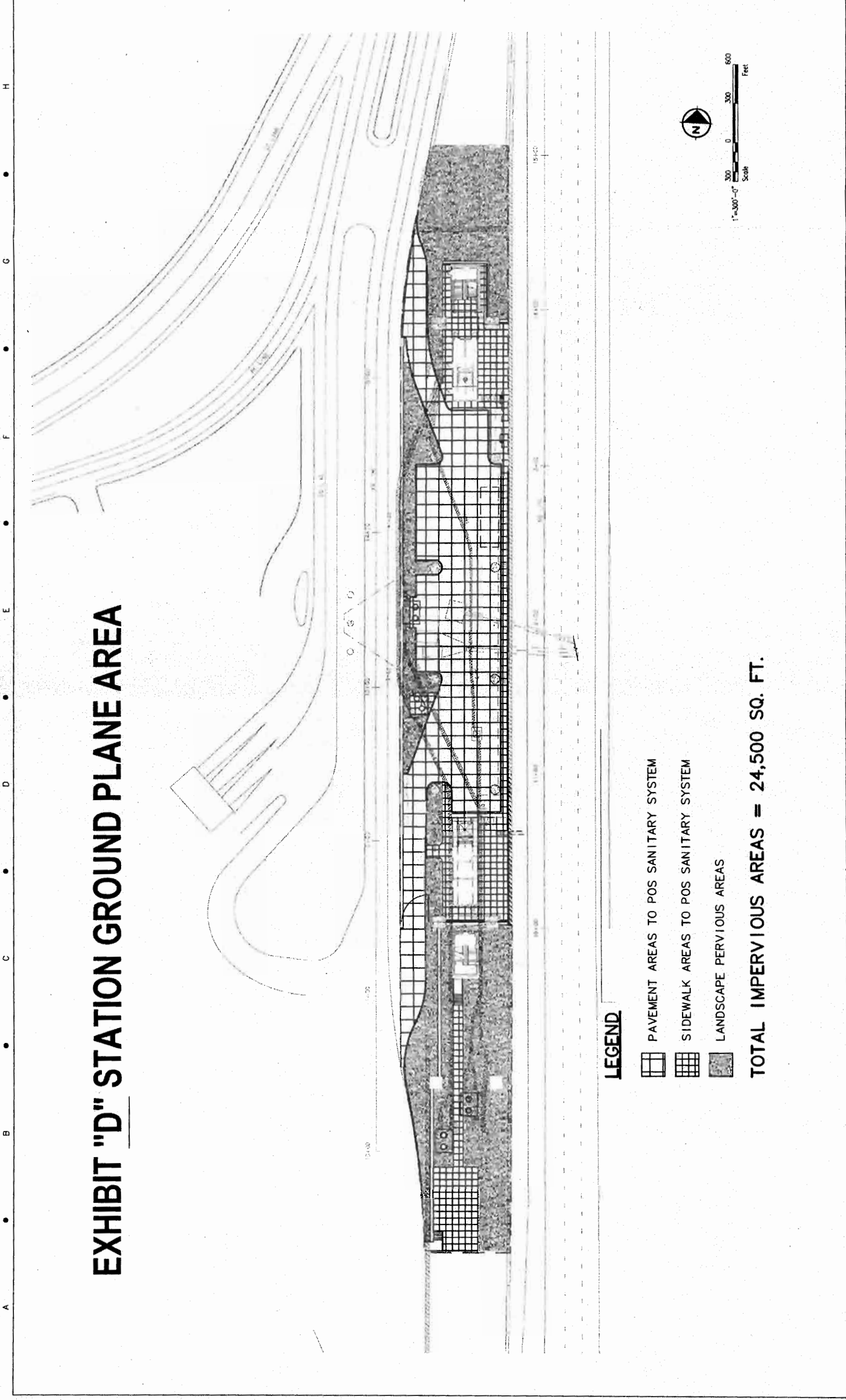


EXHIBIT "D" STATION GROUND PLANE AREA

LEGEND

- PAVEMENT AREAS TO POS SANITARY SYSTEM
- SIDEWALK AREAS TO POS SANITARY SYSTEM
- LANDSCAPE PERVIOUS AREAS

TOTAL IMPERVIOUS AREAS = 24,500 SQ. FT.

No.	Date	Des.	Chk.	App.	Revisions														
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: 8px;">Designed By:</td> <td style="width: 50%;"></td> </tr> <tr> <td style="font-size: 8px;">Drawn By:</td> <td></td> </tr> <tr> <td style="font-size: 8px;">Checked By:</td> <td></td> </tr> <tr> <td style="font-size: 8px;">Approved By:</td> <td></td> </tr> </table>						Designed By:		Drawn By:		Checked By:		Approved By:		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: 8px;">Submitter:</td> <td style="width: 50%;"></td> </tr> <tr> <td style="font-size: 8px;">Date:</td> <td style="font-size: 8px;">03/30/06</td> </tr> </table>		Submitter:		Date:	03/30/06
Designed By:																			
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Approved By:																			
Submitter:																			
Date:	03/30/06																		
Hatch Mott MacDonald						LINK LIGHT RAIL PROJECT SOUTH CORRIDOR													
Scale: 1" = 300' Filename: _____ Contract No.: C-430						EXHIBIT D Sheet No.: _____ Rev: _____													
STATION GROUND PLANE IMPERVIOUS AREAS																			

EXHIBIT "E"
Agency Organizational Chart

EXHIBIT __ PROJECT ORGANIZATION

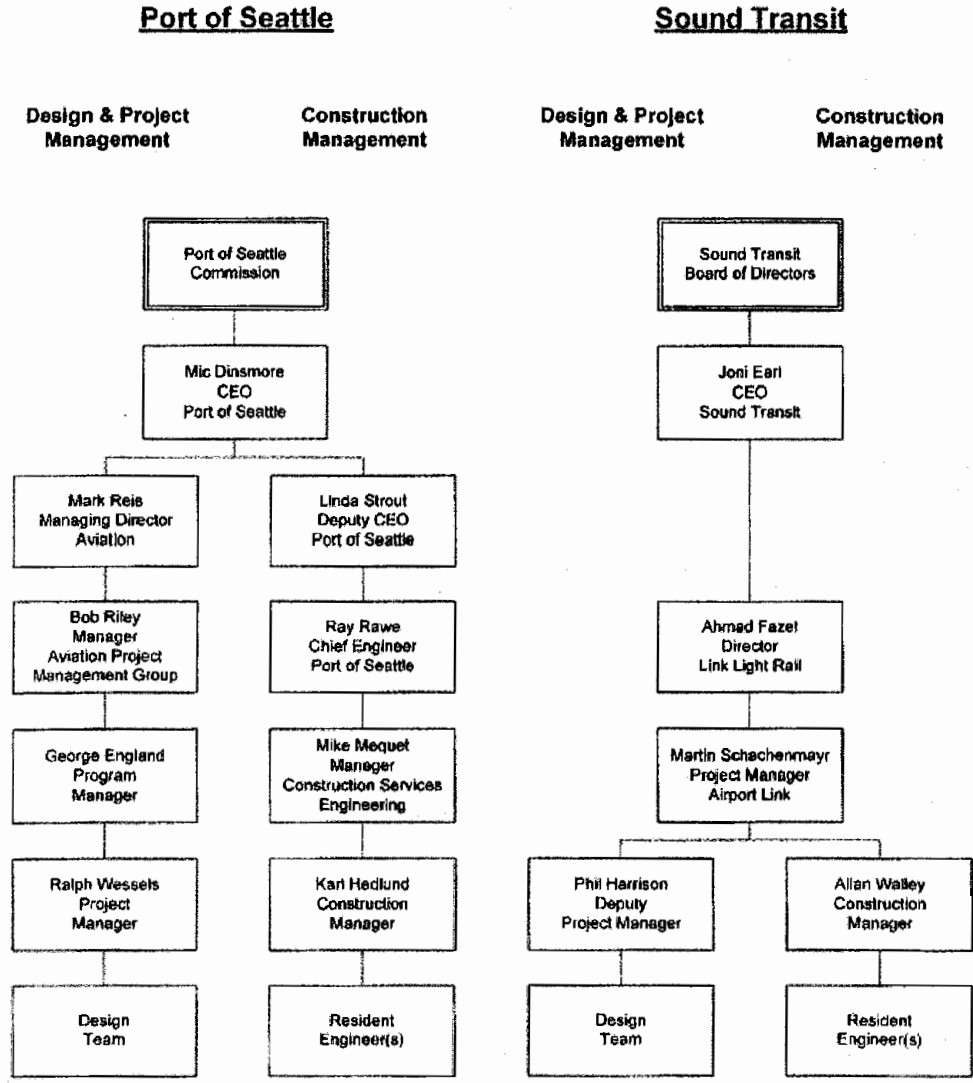


EXHIBIT "F"
Easement

Light Rail Transit Way Easement

AFTER RECORDING MAIL TO:

Real Estate Division
Central Puget Sound Regional Transit Authority
401 S. Jackson Street
Seattle, WA 98104-2826

Document Title: Light Rail Transit Way Easement
Grantor: Port of Seattle
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:
Additional Legal Descriptions:
Assessor's Tax Parcel Number(s):

- A. Port of Seattle, hereinafter "Grantor," is the owner of certain real property situated in SeaTac, Washington, commonly known as Sea-Tac International Airport, and more particularly described in the legal description attached as **Exhibit "1"** (the "Property").
- B. Central Puget Sound Regional Transit Authority, a regional transit authority organized under the laws of the State of Washington, hereinafter "Grantee," is developing a high capacity transit service in the central Puget Sound region, including the LINK light rail system (the "Light Rail Transit System").
- C. The parties have entered into that certain Memorandum of Agreement ("Agreement") for Sound Transit Airport Link Project ("Project") dated _____, whereby this Easement grant is contemplated. Terms used in this Light Rail Transit Way Easement shall have the same meaning as in the Agreement.
1. Grant of Easement. The Grantor, for and in consideration of the public good, mutual benefits and other valuable consideration, hereby grants to the Grantee a limited permanent

easement for the Light Rail Transit System and other purposes (“Light Rail Transit Way Easement”) which is a portion of the “Property” and located over, through, across, upon, and within the following described real estate situated in the County of King, State of Washington, for construction, operation and maintenance of the Project for so long as it remains in operation as a Light Rail Transit System:

As legally described in **Exhibit “2”** and as shown on the Easement Area Map in **Exhibit “3,”** both of which are attached and incorporated herein.

2. Authority. By its Resolution No. _____, Grantee’s Board of Directors authorized acquisition and by its Resolution No. _____, Grantor’s Commission authorized the conveyance of the real property interests under the terms and conditions of the Memorandum of Agreement between Grantee and Grantor dated _____.

3. Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right to enter upon the Light Rail Transit Way Easement for activities in connection with the Project, including but not limited to construction, operation, use, inspection, maintenance, replacement, removal, alteration, and improvement of the Project and all appurtenances thereto, and related uses. Grantee’s use of the Light Rail Transit Way Easement shall include, but not be limited to, construction, maintenance, inspection, operation and repair of columns, foundations aerial and at-grade guideways, light rail station, associated drainage, ballast, walls and footings, pedestrian bridge, utilities, Overhead Catenary System (OCS), power sub-station and fire life safety.

4. Grantee’s Use of Light Rail Transit Way Easement. Grantee’s rights to use the Light Rail Transit Way Easement shall be exclusive, except as provided in paragraph 5 below, at such times and for such duration, as Grantee requires for construction and operation of the traction power substation, retained fill areas, and columns for the guideway and foundations for support and operation of the Light Rail Transit System. At all other times, Grantee’s right to use the Light Rail Transit Way Easement shall be non-exclusive, subject to the provisions of paragraph 5 below. Grantee shall have the right, but not the obligation, to enter the Light Rail Transit Way Easement and the Property to remove vegetation within twenty (20) feet of structures, or to remove other impediments and to maintain the Light Rail Transit Way for its intended use. Grantee shall not disturb the Property other than to the extent that such disturbances are necessary for the activities permitted in this Easement. Any improvements and personal property on said Property damaged as a result of Grantee’s activities shall, at Grantee’s sole cost, be repaired or replaced at the Grantor’s option. This Easement shall only include such rights in the Property as shall be necessary for the activities contemplated by this Easement.

5. Grantor’s Use of the Property, or Light Rail Transit Way Easement or Both.

a. Grantor, its successors and assigns, shall have the right to use the Property in any way and for any purpose not inconsistent with the rights herein granted, and subject to the conditions of this Easement. Grantor shall retain the right to use the property within the Light Rail Transit Way Easement, so long as Grantor’s use does not interfere with

Grantee's operation, use, inspection, maintenance, replacement, removal, alteration and improvement of the Light Rail Transit System. The Grantor may use the underground portion of the Light Rail Transit Way Easement for construction, installation and operation of existing and future utilities, communication conduits, and surface water management facilities, so long as Grantor's use does not interfere with Grantee's operation, use, inspection, maintenance, replacement, removal, alteration and improvement of the Light Rail Transit System. These uses include the maintenance, repair, inspection, and demolition of these facilities. Grantor may also use the at-grade portion of the Light Rail Transit Way Easement for bridge structures and any other use that does not interrupt the Light Rail Transit System. Grantor shall coordinate with Grantee any activity that has the potential to cause interruption to the operation of Light Rail Transit System. Grantor shall exercise reasonable efforts to ensure that any such activities done by or for the Grantor shall be undertaken in a manner that minimizes, to the extent possible, disruption to operation use, inspection, maintenance, replacement, removal, alteration and improvement of the Light Rail Transit System. Grantor shall provide Grantee advance written notice of the timing and duration of such interruption at least seven (7) days prior to commencement of the interruption, unless an Emergency exists as defined in the Agreement. Emergency access to the Light Rail Transit Way Easement shall be addressed as provided in paragraph 8b below.

b. In no event may Grantor store flammable, explosive, or hazardous materials within the Light Rail Transit Way Easement. In the event Grantee discovers such items in the Light Rail Transit Way Easement, Grantee has the right to immediately remove such items at Grantor's expense.

c. No obstructions of any kind whatsoever shall be allowed within the area five (5) feet below the bottom of Grantee's aerial guideway structure or appurtenances thereto. Grantor shall make no use of the Light Rail Transit Way Easement whatsoever in the area above the aerial guideway structure.

6. Hazardous Substance Contamination. Hazardous Substances may exist within the Property and Light Rail Transit Way Easement. The Agreement defines "Hazardous Substances", sets forth the parties' agreement with regard to responsibilities for remediation and the cost of remediation of such Hazardous Substances encountered during the construction of the Project.

7. Standard of Care. Grantee shall perform all construction activities associated with its completion of the Project in compliance with all federal, state, and local laws, including Environmental Laws, and with the Environmental Work Plan established by the Agreement. Grantee shall exercise reasonable care in the performance of all its activities and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property. Subject to Grantor's remediation obligations described in the Memorandum of Agreement, Grantee shall not allow the existence in or about the Light Rail Transit Way Easement of any Hazardous Substance in violation of any requirement contained in any applicable Environmental Law, and shall not allow the migration

or release into adjacent surface waters, soils, underground waters or air of any Hazardous Substances from the Light Rail Transit Way Easement in violation of any requirement contained in any applicable Environmental Law. If Grantee is in violation of any requirement contained in any applicable Environmental Law, Grantee shall promptly take such action as is necessary to mitigate and correct the violation. If Grantee fails to take action, the Grantor has the right, but not the obligation, to come onto the Easement, to act in place of Grantee and to take such action as the Grantor deems necessary to ensure compliance or to mitigate the situation. Grantee shall pay to the Grantor all costs and expenses of any such action undertaken by the Grantor, which shall become due upon presentation of an invoice. Grantee shall provide insurance to cover the Grantor's real property as provided in the Agreement.

8. Ownership. Unless otherwise provided in this Agreement or in other approvals or agreements, Grantee shall own all Light Rail Transit Facilities within the Light Rail Transit Way Easement, including, without limitation, improvements constructed by either Party at the cost and expense of Grantee. Nothing in this Agreement, however, shall be construed as granting to the Grantee any interest or right in the Light Rail Transit Way Easement or the improvements within the Light Rail Transit Way Easement other than the rights expressly provided herein.

9. Operations. Grantee shall operate, maintain, and repair its Light Rail Transit System within the Light Rail Transit Way Easement in compliance with all federal, state, and local laws and in a manner consistent with industry standards. Grantee shall exercise reasonable care in the performance of all its activities within the Light Rail Transit Way Easement and shall use industry accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or to property.

a. The Grantor shall have no responsibility for inspecting, maintaining, servicing or repairing any trains or other equipment used by Grantee as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements, including all structural inspection survey requirements.. The Grantor retains the right to request Grantee to provide all inspection records when Grantor interests may be involved.

b. In the event of an Emergency, or where the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property and Grantee does not expeditiously address the Emergency or imminent danger after Grantor notifies the Light Rail Transit System operations control center, taking into consideration the nature and complexity of the Emergency or other imminent danger, the Grantor may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without further notice, and Grantee shall pay to the Grantor the cost of any such action undertaken by the Grantor.

c. In order to maintain safe and efficient operations of the Light Rail Transit Facilities, the Grantor and Grantee shall jointly develop standard operating, emergency response and incident command procedures that incorporates Light Rail Transit Facility operations within the Airport environment, including weather and other natural incidents such as snow and earthquakes and grants the Grantor and Grantee appropriate

entry and access to Light Rail Transit Facilities within the Light Rail Transit Way Easement.

d. Grantee has custodial and maintenance responsibility for the Light Rail Transit Facilities, and the Grantor has custodial and maintenance responsibility for the Airport. The Grantor and Grantee shall jointly develop standards consistent with their respective industry standards.

10. Representations and Indemnifications. Grantee shall at all times 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. To the extent permitted by law, the Parties shall protect, defend, indemnify and hold harmless each other as provided for in the "General Indemnification" Section of the Agreement.

11. Liens and Encumbrances. Grantee shall, at its sole cost, keep the Easement free and clear of any liens or other encumbrances arising out of Grantee's activities under this Easement.

12. Transfer of Interests. Grantee shall not assign or transfer this Easement, or any interest therein to any entity other than a successor agency that operates high capacity transit, without the express written consent of Grantor. Such consent shall not be unreasonably withheld. All of the terms of this Easement, whether so expressed or not, shall be binding upon the respective successors and permitted assigns of the parties hereto and shall inure to the benefits of be enforceable by the parties hereto and their respective successors and assigns.

13. Binding Effect. This Light Rail Transit Way Easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Light Rail Transit System, which includes aerial, tunnel, and at-grade facilities operated by Grantee for high capacity transportation system purposes and shall inure to the benefit of Grantee, its successors and/or assigns and shall be binding upon the Property and Grantor, and their respective heirs, successors and/or assigns.

14. Termination and Reversion. In the event that Grantee or its successor agency permanently ceases operation of the Light Rail Transit System to the Property or in the event that Grantee or its successor agency does not construct the Light Rail Transit System to the Property, either party may terminate this Light Rail Transit Way Easement upon thirty (30) days written notice to the other. In the event that the Easement terminates, all of the Grantee's rights to the Easement shall cease and all rights hereunder shall revert to Grantor. In the event that the Easement is terminated, the Grantee shall restore the Easement as provided for in the Agreement.

15. Recording. This Light Rail Transit Way Easement shall be recorded in the real property records of King County, Washington.

Dated this _____ day of _____, 2006.

GRANTOR:

GRANTEE:

Port of Seattle

Central Puget Sound Regional Transit Authority

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

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 signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name) _____

Residing at _____

My appointment expires: _____

Exhibit "1"

Property Legal Description

THOSE PORTIONS OF SECTIONS 16, 20, 21, 28, 29, 32 AND 33, ALL IN TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., AND SECTIONS 4,5,8, AND 9 TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., ALL IN KING COUNTY, WASHINGTON, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 21, THENCE S 1°32'40" W A DISTANCE OF 687.14 FEET, TO THE INTERSECTION OF THE SOUTH MARGIN OF SO. 146TH ST. AND THE CENTERLINE OF 16TH AVE. S. AND THE TRUE POINT OF BEGINNING,

THENCE S 89° 42' 53" E ALONG SAID MARGIN A DISTANCE OF 2599.82 FEET, TO THE WEST MARGIN OF 24TH AVE. SOUTH;

THENCE S 1° 12' 07" W ALONG SAID MARGIN A DISTANCE OF 2344.66 FEET;

THENCE N 88° 47' 53" W A DISTANCE OF 65.00 FEET;

THENCE S 1° 12' 07" A DISTANCE OF 259.67 FEET, TO THE NORTHERLY MARGIN OF S 154TH ST.;

THENCE N 89° 07' 21" W A DISTANCE OF 65.00 FEET;

THENCE S 1° 06' 32" W A DISTANCE OF 77.51 FEET, TO THE POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET WITH A CENTRAL ANGLE OF 90°13'23" WHOSE TERMINUS POINT BEARS S 88° 53' 28" E, AN ARC DISTANCE OF 362.25 FEET TO A POINT OF TANGENCY;

THENCE N 0° 53' 09" E A DISTANCE OF 171.00 FEET;

THENCE S 87° 36' 22" E A DISTANCE OF 228.00 FEET, TO A POINT OF INTERSECTION WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 835.00 FEET, WITH A CENTRAL ANGLE OF 34°49'38" WHOSE TERMINUS POINT BEARS S 0° 52' 40" W AN ARC DISTANCE OF 507.55 FEET TO A POINT OF TANGENCY;

THENCE S 54° 17' 42" E A DISTANCE OF 389.30 FEET, TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 635.00 FEET, WITH A CENTRAL ANGLE OF 89°56'15" WHOSE TERMINUS POINT BEARS S 35° 42' 18" W AN ARC DISTANCE OF 996.76 FEET TO A POINT OF TANGENCY;

THENCE S 35° 38' 33" W DISTANCE OF 611.29 FEET, TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1965.00 FEET, WITH A CENTRAL ANGLE OF 3°37'29" WHOSE TERMINUS POINT BEARS S 54° 21' 27" E, AN ARC DISTANCE OF 124.31 FEET, TO A POINT ON THE NORTH MARGIN OF SO. 160TH ST.;

THENCE S 89° 08' 57" E ALONG SAID MARGIN A DISTANCE OF 434.00 FEET;

THENCE S 1° 27' 39" W A DISTANCE OF 30.00 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28;

THENCE CONTINUING S 1° 27' 39" W A DISTANCE OF 814.56 FEET;

Exhibit "F" to

F-8

Memorandum of Agreement

THENCE N 89° 09' 37" W A DISTANCE OF 657.02 FEET;
THENCE S 1° 31' 52" W A DISTANCE OF 1809.53 FEET, TO THE SOUTH LINE OF THE
NORTHEAST QUARTER OF SECTION 28;
THENCE S 1° 36' 48" W A DISTANCE OF 682.20 FEET, TO THE SOUTHERLY MARGIN
OF S. 170TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WESTERLY MARGIN OF
INTERNATIONAL BOULEVARD (U.S. HIGHWAY 99);
THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTHWEST CORNER OF
TRACT 20, BOW LAKE TRACTS UNRECORDED;
THENCE CONTINUE SOUTHERLY ALONG SAID MARGIN A DISTANCE OF 21.40
FEET;
THENCE S 87° 58' 45" W A DISTANCE OF 96.00 FEET;
THENCE S 40° 44' 36" W A DISTANCE OF 92.76 FEET;
THENCE N 88° 10' 06" W A DISTANCE OF 0.57 FEET;
THENCE S 41° 29' 37" W A DISTANCE OF 142.37 FEET;
THENCE CONTINUING S 41° 29' 37" W A DISTANCE OF 196.34 FEET;
THENCE S 23° 31' 31" W TO THE EAST MARGIN OF 28TH AVE SOUTH;
THENCE N 89° 39' 32" W A DISTANCE OF 40 FEET TO THE WEST MARGIN OF 28TH
AVE. SOUTH; THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTHERLY
MARGIN OF SOUTH 188TH ST;
THENCE CONTINUING S 3° 11' 54" W A DISTANCE OF 265.02 FEET;
THENCE N 88° 09' 20" W A DISTANCE OF 10.00 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 713.15 FEET;
THENCE S 87° 41' 50" E A DISTANCE OF 10.00 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 138.23 FEET;
THENCE N 87° 41' 50" W A DISTANCE OF 10.00 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 200.00 FEET, TO THE NORTHERLY MARGIN
OF S 192ND ST.
THENCE S 87° 41' 50" E A DISTANCE OF 30.01 FEET;
THENCE S 3° 11' 54" W A DISTANCE OF 30.01 FEET, TO THE INTERSECTION OF
SOUTH 192ND ST. AND 28TH AVENUE SOUTH, THE INTERSECTION BEING THE
SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 33;
THENCE N 87° 41' 50" W A DISTANCE OF 262.81 FEET;
THENCE S 0° 00' 00" E A DISTANCE OF 285.00 FEET;
THENCE N 87° 41' 50" W A DISTANCE OF 30.00 FEET;
THENCE S 0° 00' 00" E A DISTANCE OF 32.56 FEET;
THENCE N 87° 41' 50" W A DISTANCE OF 105.00 FEET;
THENCE S 0° 00' 00" E A DISTANCE OF 256.50 FEET;
THENCE N 87° 28' 20" W A DISTANCE OF 264.48 FEET;

THENCE S 1° 00' 00" E A DISTANCE OF 174.79 FEET TO THE NORTH BOUNDARY LINE OF LOWES TERRACE AS RECORDED IN VOLUME 49 OF PLATS, PAGE 9 RECORDS OF KING COUNTY;
THENCE EASTERLY ALONG SAID BOUNDARY LINE TO THE WEST MARGIN OF 28TH AVE SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 200TH ST;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 18TH AVE SOUTH;
THENCE N 88° 26' 13" W A DISTANCE OF 264.40 FEET TO THE WEST MARGIN OF STATE HIGHWAY S.R. 509;
THENCE CONTINUING N 88° 26' 13" W A DISTANCE OF 662.69 FEET TO THE WEST LINE OF SECTION 4, THE CORNER BEING N 3° 59' 14" W A DISTANCE OF 30.14 FEET FROM THE WEST QUARTER CORNER OF SECTION 4;
THENCE CONTINUING WESTERLY ALONG THE NORTH MARGIN OF SOUTH 200TH ST. TO THE EAST MARGIN OF 15TH AVE SOUTH;
THENCE NORTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 198TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 13TH AVE SOUTH;
THENCE NORTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 196TH PLACE;
THENCE WESTERLY ALONG SAID MARGIN TO THE SOUTHWEST CORNER OF LOT 6, KOESSNER ADDITION AS RECORDED IN VOLUME 57 OF PLATS, PAGES 75-77;
THENCE NORTHERLY ALONG THE WEST LOT LINE OF SAID LOT TO THE SOUTH MARGIN OF SOUTH 196TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF STATE HIGHWAY S.R. 509;
THENCE CONTINUING ALONG SAID MARGIN TO THE WEST LINE OF SECTION 4-22-4;
THENCE NORTHERLY ALONG SAID SECTION LINE TO THE NORTH MARGIN OF SOUTH 188TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EASTERLY MARGIN OF STATE HIGHWAY SR 509;
THENCE NORTHWESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF DES MOINES MEMORIAL DRIVE;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 144TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF 16TH AVE SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 146TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE CENTERLINE OF 16TH AVE SOUTH AND THE TRUE POINT OF BEGINNING.

EXCEPT:

ALL DEDICATED ROADWAYS AND STATE HIGHWAYS SR 509 AND SR 518 RIGHT OF WAYS WITHIN THE ABOVE DESCRIBED BOUNDARY

KING COUNTY ASSESSOR
PARCEL NUMBER 2123049034
PARCEL NUMBER 2023049081
PARCEL NUMBER 2023049283
PARCEL NUMBER 2023049340
PARCEL NUMBER 2023049058
PARCEL NUMBER 2023049110
PARCEL NUMBER 2023049234
PARCEL NUMBER 2023049125
PARCEL NUMBER 2023049229
PARCEL NUMBER 0422049139
PARCEL NUMBER 0422049218

ALSO:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 4 EAST, BEING THE TRUE POINT OF BEGINNING;
THENCE NORTHERLY ALONG WEST LINE OF SAID SECTION TO THE NORTH MARGIN OF SOUTH 144TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF DES MOINES MEMORIAL DRIVE;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 128TH ST;
THENCE EASTERLY TO THE WEST MARGIN OF 18TH AVE. SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 130TH ST;
THENCE EASTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 20TH AVE. SOUTH;
THENCE NORTHERLY ALONG SAID MARGIN TO THE SOUTH MARGIN OF SOUTH 128TH ST;
THENCE EASTERLY TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16;
THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTHEAST CORNER OF LOT 12, J.F. ORD'S HOME TRACTS, AS RECORDED IN VOLUME 20 OF PLATS, PAGE 11;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT TO THE NORTHEAST CORNER OF LOT 7 IN SAID PLAT;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT TO THE SOUTH MARGIN OF SOUTH 136TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE WEST MARGIN OF 24TH AVE. SOUTH;
THENCE SOUTHERLY ALONG SAID MARGIN TO THE NORTH MARGIN OF SOUTH 146TH ST;
THENCE WESTERLY ALONG SAID MARGIN TO THE WEST LINE OF SECTION 21;
THENCE NORTHERLY ALONG SAID LINE TO THE NORTHWEST CORNER OF SECTION 21 AND THE TRUE POINT OF BEGINNING.

EXCEPT;

ALL DEDICATED ROADWAYS LYING WITHIN THE ABOVE DESCRIBED BOUNDARY.

KING COUNTY ASSESSOR
PARCEL NUMBER 6083000142
PARCEL NUMBER 6083000122
PARCEL NUMBER 6083000150
PARCEL NUMBER 6083000148
PARCEL NUMBER 6083000146
PARCEL NUMBER 6083000143
PARCEL NUMBER 1623049079
PARCEL NUMBER 1623049407
PARCEL NUMBER 1623049238
PARCEL NUMBER 1623049181
PARCEL NUMBER 2123049121
PARCEL NUMBER 2123049036
PARCEL NUMBER 1723049076
PARCEL NUMBER 1723049178
PARCEL NUMBER 1723049156

ALSO:

COMMENCING AT THE CENTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST,
THENCE SOUTH ALONG SECTION LINE TO THE INTERSECTION WITH THE SOUTH MARGIN OF SOUTH 200TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SECTION LINE TO THE NORTH QUARTER CORNER OF SECTION 9, TOWNSHIP 22N, RANGE 4E;
THENCE CONTINUING SOUTH ALONG SECTION LINE TO THE CENTER OF SECTION 9;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER TO THE WEST QUARTER CORNER;
THENCE NORTHERLY ALONG THE WEST SECTION LINE TO THE SOUTH MARGIN OF 16TH AVE. SOUTH;
THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 8 OF CORDELL TRACTS NO. 3, AS RECORDED IN VOLUME 67, BOOK OF PLATS, PAGE 70;
THENCE NORTHERLY ALONG THE EAST BOUNDARY OF SAID PLAT TO THE NORTHEAST CORNER OF LOT 6 OF SAID PLAT AND THE SOUTHWEST MARGIN OF 15TH AVE. SOUTH;
THENCE EASTERLY ALONG SOUTH MARGIN OF 15TH AVE. SOUTH TO THE SOUTHWEST CORNER OF LOT 5, CORDELL TRACTS, AS RECORDED IN VOLUME 64, BOOK OF PLATS, PAGE 70;
THENCE CONTINUING EASTERLY ALONG SOUTH LINE OF SAID PLAT TO THE SOUTHEAST CORNER OF LOT 5;
THENCE NORTHERLY TO THE NORTHEAST CORNER OF LOT 8 IN SAID PLAT AND THE INTERSECTION WITH THE SOUTH MARGIN OF SOUTH 208TH STREET;
THENCE CONTINUING NORTHERLY ALONG THE SAME LINE TO THE NORTH MARGIN OF SOUTH 208TH STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE SOUTHWEST CORNER OF LOT 19, BLOCK 81, SEELEY'S ADDITION TO THE CITY OF DES MOINES, AS RECORDED IN VOLUME 15, BOOK OF PLATS, PAGE 59;
THENCE NORTHERLY ALONG THE WEST LINE OF BLOCK 81 AND CONTINUING NORTH TO THE NORTH MARGIN OF SOUTH 201ST STREET;
THENCE WESTERLY ALONG SAID MARGIN TO THE EAST MARGIN OF 15TH AVE. SOUTH;
THENCE NORTHERLY TO THE SOUTH MARGIN OF SOUTH 200TH STREET;
THENCE EASTERLY ALONG SAID MARGIN TO THE TRUE POINT OF BEGINNING.

EXCEPT:

ALL DEDICATED ROADWAYS AND STATE HIGHWAY S.R.509 RIGHT OF WAY.

KING COUNTY ASSESSOR
PARCEL NUMBER 0422049031
PARCEL NUMBER 6663000101
PARCEL NUMBER 5251100095
PARCEL NUMBER 0422049032
PARCEL NUMBER 0422049186
PARCEL NUMBER 0422049025
PARCEL NUMBER 0922049006
PARCEL NUMBER 0922049263
PARCEL NUMBER 2782400190
PARCEL NUMBER 0422049216

Exhibit "F" to
Memorandum of Agreement

F-13

ALSO:

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 23 NORTH, RANGE 4 EAST W.M. IN THE CITY OF SEA-TAC, KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE S 89° 24' 10" E ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 32.66 FEET THENCE N 00° 35' 50" W, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 30.00 FEET TO THE NORTH MARGIN OF SOUTH 160TH STREET AND THE TRUE POINT OF BEGINNING;

THENCE S 89° 24' 10" W, PARALLEL TO SAID SOUTH LINE A DISTANCE OF 1171.44 FEET TO THE SOUTHEASTERLY MARGIN OF SR 518, THE AIRPORT ACCESS FREEWAY;

THENCE N 33° 37' 38" E ALONG SAID SOUTHEASTERLY MARGIN A DISTANCE OF 157.41 FEET;

THENCE N 43° 33' 02" E A DISTANCE OF 200.05 FEET;

THENCE N 40° 36' 28" E A DISTANCE OF 312.55 FEET;

THENCE N 44° 24' 06" E A DISTANCE OF 449.98 FEET;

THENCE N 52° 17' 49" E A DISTANCE OF 474.38 FEET;

THENCE S 58° 44' 35" E A DISTANCE OF 90.81 FEET TO THE EAST LINE OF SAID SECTION 21;

THENCE S 00° 25' 29" E ALONG THE SAID EAST LINE, A DISTANCE OF 863.26 FEET;

THENCE N 89° 24' 10" E PARALLEL TO THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 37.55 FEET TO THE NORTHWESTERLY MARGIN OF SR 99, INTERNATIONAL BOULEVARD;

THENCE S 18° 44' 29" W ALONG SAID MARGIN, A DISTANCE OF 214.13 FEET TO THE TRUE POINT OF BEGINNING.

ALSO:

LOTS 1 THROUGH 14 IN THE PLAT OF LEBECK'S ADDITION, A PORTION OF WILDON UNRECORDED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN THE CITY OF SEA-TAC, KING COUNTY, WASHINGTON.

ALSO:

THAT PORTION OF THE EAST HALF OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21 TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.,
THENCE N 1°11'59" E A DISTANCE OF 2,645.25 FEET;
THENCE S 88°48'01" E A DISTANCE OF 183.18 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 89°12'49" E A DISTANCE OF 1,122.34 FEET;
THENCE S 1°03'30" W A DISTANCE OF 583.45 FEET;
THENCE N 89°07'39" W A DISTANCE OF 68.16 FEET;
THENCE N 00°52'21" E A DISTANCE OF 19.00 FEET;
THENCE N 86°58'55" W A DISTANCE OF 110.34 FEET;
THENCE N 54°03'28" W A DISTANCE OF 52.50 FEET;
THENCE N 61°27'40" W A DISTANCE OF 408.85 FEET;
THENCE N 63°27'44" W A DISTANCE OF 596.23 FEET;
THENCE N 1°11'59" E A DISTANCE OF 80.39 FEET TO CLOSE AT THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD.

PARCEL "B"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.;
THENCE N 1°11'59" E A DISTANCE OF 2,773.93 FEET;
THENCE S 88°48'01" E A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 1°11'59" E A DISTANCE OF 512.52 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 88°48'01" E FROM THE PC, AN ARC DISTANCE OF 39.07 FEET THRU A CENTRAL ANGLE OF 89°31'52" TO A POINT OF TANGENCY;
THENCE N 1°11'59" E A DISTANCE OF 15.00 FEET;
THENCE S 89°16'09" E A DISTANCE OF 271.22 FEET;
THENCE S 1°29'46" W A DISTANCE OF 15.00 FEET;
THENCE S 89°16'09" E A DISTANCE OF 270.86 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS S 0°43'51" W FROM THE PC, AN ARC DISTANCE OF 31.56 FEET THRU A CENTRAL ANGLE OF 90°23'56" TO A POINT OF TANGENCY;

THENCE S 1°07'48" W A DISTANCE OF 284.20 FEET;
THENCE S 89°16'12" E A DISTANCE OF 25.02 FEET;
THENCE S 1°07'48" W A DISTANCE OF 303.35 FEET;
THENCE N 89°12'49" W A DISTANCE OF 482.35 FEET;
THENCE N 39°49'29" W A DISTANCE OF 91.92 FEET;
THENCE N 89°12'49" W A DISTANCE OF 70.00 FEET TO CLOSE AT THE TRUE POINT
OF BEGINNING

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF
RECORD.

PARCEL "C"

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 23
NORTH, RANGE 4 EAST, W.M.,
THENCE N°11'59" E A DISTANCE OF 3,396.45 FEET;
THENCE S 88°48'01" E A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE N 1°11'59" E A DISTANCE OF 553.96 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF
WHICH BEARS S 88°48'01" E FROM THE PC, AN ARC DISTANCE OF 39.01 FEET THRU
A CENTRAL ANGLE OF 89°24'14" TO A POINT OF TANGENCY;
THENCE S 89°23'47" E A DISTANCE OF 597.11 FEET;
THENCE S 1°08'05" W A DISTANCE OF 605.29 FEET;
THENCE N 89°16'09" W A DISTANCE OF 597.32 FEET TO A POINT OF CURVE;
THENCE ALONG A 25.00 FEET RADIUS CURVE TO THE RIGHT, THE CENTER OF
WHICH BEARS N 0°43'51" E FROM THE PC, AN ARC DISTANCE OF 39.48 FEET THRU
A CENTRAL ANGLE OF 90°28'08" TO A CLOSE AT THE TRUE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF
RECORD.

EXCEPT:

THE FOLLOWING DESCRIBED PARCEL IS IN THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.,
AND INCLUDES A PORTION OF LOTS 1 THROUGH 6 LOWES TERRACE NO. 4 & 5,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 4, SAID EAST
CORNER BEING THE "BOSTIAN" CORNER WHICH IS A 3 INCH BRASS DISC
STAMPED B91-A;

THENCE N 87°28'53" W ALONG THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1,518.03 FEET;
THENCE S 2°31'07" W 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE INTERSECTION OF THE WEST MARGIN OF 28TH AVENUE SOUTH AND THE SOUTH MARGIN OF SOUTH 192ND STREET;
THENCE S 1°07'26" E ALONG THE WEST MARGIN OF 28TH AVENUE SOUTH A DISTANCE OF 729.15 FEET;
THENCE N 87°31'55" W 10.02 FEET;
THENCE S 1°07'26" E ALONG THE EAST BOUNDARY OF SAID LOWES TERRACE LOTS 1 AND 2, A DISTANCE OF 76.88 FEET;
THENCE N 87°31'55" W 340.67 FEET;
THENCE N 1°07'26" W 806.34 FEET TO THE SOUTH MARGIN OF SAID SOUTH 192ND STREET;
THENCE S 87°28'53" E ALONG SAID SOUTH MARGIN A DISTANCE OF 350.71 FEET TO THE TRUE POINT OF BEGINNING.

THE DESCRIBED AREA BEING 6.46 ACRES OR 281397.6 SQUARE FEET.

EXCEPT:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 33, AS ESTABLISHED PURSUANT TO KING COUNTY SUPERIOR COURT CAUSE NUMBER 635681;
THENCE N 3°11'34" E ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 640.91 FEET;
THENCE PERPENDICULAR TO SAID EAST LINE, N 86°48'26" W A DISTANCE OF 280.00 FEET;
THENCE S 36°04'38" W A DISTANCE OF 80.00 FEET;
THENCE S 69°48'58" W A DISTANCE OF 280.00 FEET;
THENCE S 15°00'00" E A DISTANCE OF 450.00 FEET;
THENCE S 2°17'50" W, PERPENDICULAR TO THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 42.00 FEET TO SAID SOUTH LINE;
THENCE S 87°42'10" E, ALONG SAID SOUTH LINE, A DISTANCE OF 439.35 FEET TO THE POINT OF BEGINNING.

EXCEPT THE EAST 80.00 FEET AND THE SOUTH 42.00 FEET THEREOF.

SUBJECT TO AN EASEMENT FOR UNDERGROUND UTILITIES OVER THE NORTH 15.00 FEET OF SAID PARCEL.

Exhibit "2"

Legal Description of Light Rail Transit Way

R/W No. POS-1
PIN 2823049016
Port of Seattle

R/W No. POS-2
PIN 2823049053
Port of Seattle

Grantor's Entire Parcel:
No Title Reports Available for the Port Properties...

Guideway Easement Area Acquired by Grantee:

All that portion of the Port of Seattle properties in the Southwest quarter of the Southeast quarter of Section 21, the West half of the Northeast quarter, the North half of the Southeast quarter, and the Southeast quarter of the Southeast quarter of Section 28, and the Northeast quarter of the Northeast quarter of Section 33, all in Township 23 North, Range 4 East, W.M., described as follows:

A strip of land 38.00 feet wide lying 19.00 feet on each side of the hereinafter described RWCL survey line between Light Rail Engineer's Stations (hereinafter referred to as LRES) RWCL 0+83.58 and RWCL 31+47.75.

ALSO that portion beginning at a point opposite LRES RWCL 5+89.04 on said RWCL survey line and 19.00 feet Northwesterly therefrom;
Thence southwesterly, parallel with said RWCL survey line, to a point opposite LRES RWCL 7+06.62 on said survey line;
Thence northeasterly to a point opposite LRES RWCL 5+89.31 on said survey line and 23.05 feet Northwesterly therefrom;
Thence southeasterly to the point of beginning.

ALSO that portion beginning at a point opposite LRES RWCL 27+14.32 on said survey line and 19.00 feet Westerly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 28+24.86 on said survey line;
Thence westerly to a point opposite said LRES and 20.72 feet Westerly therefrom;
Thence northerly to a point opposite LRES RWCL 27+35.97 on said survey line and 19.18 feet Westerly therefrom;
Thence northerly to the point of beginning.

ALSO that portion within a strip of land 34.00 feet wide lying 17.00 feet on each side of said RWCL survey line between LRES RWCL 31+47.75 and LRES RWCL 32+47.00.

ALSO that portion within a strip of land 32.00 feet wide lying 16.00 feet on each side of said RWCL survey line between LRES RWCL 32+47.00 and LRES RWCL 47+02.07.

ALSO that portion beginning at a point opposite LRES RWCL 47+02.07 on said RWCL survey line and 22.50 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 51+75.95 on said survey line;
Thence southerly to a point opposite LRES RWCL 52+43.20 on said survey line and 23.77 feet Easterly therefrom;
Thence southerly to a point opposite LRES RWCL 52+92.65 on said survey line and 25.14 feet Easterly therefrom;
Thence southerly to a point opposite LRES RWCL 54+66.50 on said survey line and 31.35 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 56+71.19 on said survey line;
Thence easterly to the Westerly margin of International Boulevard (distant 50' from the centerline thereof) at a point opposite said LRES and 98.23 feet Easterly therefrom;
Thence southerly along said margin to a point opposite LRES RWCL 57+03.94 on said survey line and 98.23 feet Easterly therefrom;
Thence westerly to a point opposite said LRES and 30.35 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 61+62.18 on said survey line;
Thence westerly to a point opposite said LRES and 30.35 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 60+14.56 on said survey line;
Thence westerly to a point opposite said LRES and 33.75 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 59+54.56 on said survey line;
Thence westerly to a point opposite said LRES and 43.44 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 58+55.38 on said survey line;
Thence northwesterly to a point opposite LRES RWCL 58+19.56 on said survey line and 96.54 feet Westerly therefrom;
Thence northeasterly to a point opposite LRES RWCL 57+83.74 on said survey line and 43.44 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 56+13.40 on said survey line;
Thence easterly to a point opposite said LRES and 31.35 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 54+15.90 on said survey line;
Thence northerly to a point opposite LRES RWCL 52+38.32 on said survey line and 21.00 feet Westerly therefrom;
Thence northerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 47+02.07 on said survey line;
Thence easterly to the Point of Beginning.

EXCEPT any portion thereof lying within the right of way of South 170th Street.

Containing a total of 249,675 square feet, or 5.732 acres.

(Portion in R/W No. POS-1, Tax Parcel PIN 2823049016: 228,787 sq. ft.)

(Portion in R/W No. POS-2, Tax Parcel PIN 2823049053: 20,888 sq. ft.)

Permanent Easement Area Acquired by Grantee:

From parcel:
R/W No. POS-1
PIN 2823049016

(For a column footing)

All that portion of Grantor's parcel described as follows:

Beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 53+35.01 on the hereinafter described RWCL survey line and 26.66 feet Easterly therefrom;
Thence easterly to a point opposite said LRES and 32.35 feet Easterly therefrom;
Thence southerly, parallel with said RWCL survey line, to a point opposite LRES RWCL 53+60.12 on said survey line;
Thence westerly to the Easterly line of the Light Rail Guideway Easement at a point opposite said LRES and 27.55 feet Westerly therefrom;
Thence northerly along said Easterly line (a straight line) to the Point of Beginning.

Containing 160 square feet.

Permanent Easement Area Acquired by Grantee:

From parcel:
R/W No. POS-1
PIN 2823049016

(For underground storm drain, utilities)

All that portion of Grantor's Parcel lying within a strip of land 15 feet in width described as follows:

Beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 53+04.95 on the hereinafter described RWCL survey line and 25.58 feet Easterly therefrom;
Thence N86°49'18"E a distance of 76.63 feet to the Westerly margin of International Boulevard (being distant 50' from the centerline thereof) at a point opposite LRES RWCL 53+06.56 and 102.20 feet Easterly therefrom;
Thence S03°10'42"E along said margin a distance of 15.00 feet;
Thence S86°49'18"W a distance of 75.78 feet to the Easterly line of the Light Rail Guideway Easement at a point opposite LRES RWCL 53+19.96 and 26.12 feet Easterly therefrom;
Thence N06°25'27"W along said Easterly line a distance of 15.02 feet to the Point of Beginning.

Containing 1143 square feet.

Permanent Easement Area Acquired by Grantee: (For power substation)

From parcel:
R/W No. POS-2
PIN 2823049053

Commencing at the intersection of the south line of the north half of the southeast quarter of Section 28, Township 23 North, Range 4 East, W.M., with the westerly right of way line of International Boulevard distant 50 feet from the centerline thereof (being an angle point in the right of way of International Boulevard, which is 50 feet wide south of this point and wider to the north);
Thence S89°45'54"W along said south line a distance of 1.37 feet to the True Point of Beginning, being the southeast corner of Grantor's parcel and the westerly right of way line of International Boulevard as conveyed to the City of SeaTac by the warranty deed recorded under recording number 199807211668, records of King County, Washington, said point having, by Sound Transit survey, Port of Seattle coordinates of N 15422.20, E 16593.92 and being a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 45+51.48 on the hereinafter described RWCL survey line and 122.90 feet Easterly therefrom;
Thence continue S89°45'54"W along said south line a distance of 4.39 feet to the beginning of a non-tangent curve having a radius of 525.50 feet, to which point a radial line bears N89°00'24"E, said point being a point opposite LRES RWCL 45+50.94 on said survey line and 118.55 feet Easterly therefrom;
Thence northerly and northwesterly, to the left, along said curve through an angle of 25°33'00" an arc length of 234.34 feet to the beginning of a compound curve having a

radius of 752.50 feet, and being a point opposite LRES RWCL 43+56.21 on said survey line and 133.07 feet Northeasterly therefrom;
Thence northwesterly, to the left, along said curve through an angle of $05^{\circ}18'07''$ an arc length of 69.63 feet to a point having Port of Seattle coordinates of N 15708.67, E 16500.26, said point being opposite LRES RWCL 42+98.48 on said survey line and 132.30 feet Northeasterly therefrom;
Thence $S83^{\circ}34'40''E$ a distance of 118.46 feet to a point on the Westerly right of way line of International Boulevard as conveyed to the City of SeaTac by above said deed number 199807211668, said line being a non-tangent curve having a radius of 5780.26 feet, to which point a radial line bears $N83^{\circ}36'28''W$, said point being opposite LRES RWCL 43+51.78 on said survey line and 229.21 feet Northeasterly therefrom;
Thence southerly, to the left, along said curve through an angle of $2^{\circ}43'08''$ an arc length of 274.30 feet to the True Point of Beginning.

Containing 12,364 square feet.

Permanent Easement Area Acquired by Grantee: (For underground utilities between the Traction Power Substation and the Light Rail Guideway Easement.)

From parcel:
R/W No. POS-2
PIN 2823049053

All that portion of Grantor's Parcel lying within a strip of land 15 feet in width described as follows:

Beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 44+65.74 on the hereinafter described RWCL survey line and 16.00 feet Northeasterly therefrom;
Thence $N54^{\circ}44'14''E$ a distance of 120.95 feet to the Westerly boundary of the Traction Power Substation Easement, being a non-tangent curve having a radius of 525.50 feet, at a point opposite LRES RWCL 44+32.96 on said survey line and 131.34 feet Northeasterly therefrom, to which point a radial line bears $N73^{\circ}33'19''E$;
Thence northwesterly, to the left, along said Westerly boundary an arc length of 15.77 feet to a point opposite LRES RWCL 44+19.89 on said survey line and 132.00 feet Northeasterly therefrom;
Thence $S54^{\circ}44'14''W$ a distance of 120.83 feet to the Easterly line of the Light Rail Guideway Easement, being a non-tangent curve to the left having a radius of 658.88 feet, at a point opposite LRES RWCL 44+50.32 on said RWCL survey line and 16.00 feet Northeasterly therefrom, to which point a radial line bears $N72^{\circ}24'00''E$;
Thence southeasterly, to the right, along said Easterly line (and parallel with said RWCL survey line), an arc length of 15.80 feet to the Point of Beginning.
Containing 1814 square feet.

TOGETHER WITH that portion described as beginning on the Easterly line of the Light Rail Guideway Easement at a point opposite Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 43+14.43 on the hereinafter described RWCL survey line and 16.00 feet Northeasterly therefrom;

Thence N82°51'39"E a distance of 125.15 feet to the Westerly boundary of the Traction Power Substation Easement, being a non-tangent curve having a radius of 752.50 feet, at a point opposite LRES RWCL 43+54.26 on said survey line and 133.05 feet Northeasterly therefrom, to which point a radial line bears N63°16'39"E;

Thence southeasterly, to the right, along said Westerly boundary an arc length of 2.36 feet to the beginning of a compound curve, having a radius of 525.50 feet, at a point opposite LRES RWCL 43+56.21 on said RWCL survey line and 133.07 feet Northeasterly therefrom, to which point a radial line bears N63°27'24"E;

Thence southeasterly, to the right, along said curve and Westerly boundary an arc length of 17.07 feet to a point opposite LRES RWCL 43+70.35 on said survey line and 133.15 feet Northeasterly therefrom;

Thence S72°03'37"W a distance of 118.12 feet to the Easterly line of the Light Rail Guideway Easement, being a non-tangent curve having a radius of 658.88 feet, at a point opposite LRES RWCL 43+56.72 on said RWCL survey line and 16.00 feet Easterly therefrom, to which point a radial line bears N64°03'32"E;

Thence northerly, to the left, along said Easterly line (and parallel with said RWCL survey line), an arc length of 43.35 feet to the Point of Beginning.

Containing 3664 square feet.

All containing 5478 square feet.

RWCL SURVEY LINE DESCRIPTION:

Commencing at the Southeast corner of Section 21, Township 23 North, Range 4 East, W.M., currently marked by a concrete monument with a brass pin in a case, having, by Sound Transit Survey, Port of Seattle coordinates of N 19367.59, E 17748.01;

Thence S89°24'11"W along the south line of said Section, the same being the centerline of South 160th Street, on-line to the South quarter corner of said Section, being a computed point having Port of Seattle coordinates of N 19340.25, E 15124.04 as provided by the Port of Seattle survey department, a distance of 1388.42 feet;

Thence at right angles N00°35'49"W a distance of 105.65 feet to Light Rail Engineer's Station (hereinafter referred to as LRES) RWCL 0+00 on the RWCL survey line, having Port of Seattle coordinates of N 19458.7765, E 16358.5652, and being the True Point of Beginning of the herein described RWCL LINE;

Thence S40°14'40"W a distance of 100.00 feet to a point on the North line of the South 30 feet of said Section 21, being a northerly property line of the Port of Seattle and the south line of State Route 518, said point having Port of Seattle coordinates of N 19382.4470, E 16293.9602, and being LRES RWCL 1+00 on said survey line;

Thence S40°14'40"W a distance of 369.59 feet to an angle point having Port of Seattle coordinates of N 19100.3435, E 16055.1885, and being LRES RWCL 4+69.59 A.P. on said survey line;

Thence S40°09'28"W a distance of 121.46 feet to a point having Port of Seattle coordinates of N 19007.5175, E 15976.8618, said point being LRES RWCL 5+91.04 P.C. on said survey line and the beginning of a curve to the left having a radius of 1497.00 feet,

Thence southwesterly and southerly along said curve through an angle of 40°10'04" an arc length of 1049.49 feet to a point having Port of Seattle coordinates of N 18041.8467, E 15623.9773, being LRES RWCL 16+40.53 P.T. on said survey line;

Thence S00°00'36"E a distance of 1073.79 feet to a point having Port of Seattle coordinates of N 16968.06, E 15624.17, said point being LRES RWCL 27+14.32 P.C. on said survey line and the beginning of a curve to the left having a radius of 1335.00 feet,

Thence southeasterly along said curve through an angle of 18°36'08" an arc length of 433.43 feet to a point having Port of Seattle coordinates of N 16542.2131, E 15693.9882, said point being LRES RWCL 31+47.75 P.C.C. on said survey line and the beginning of a compound curve having a radius of 1125.02 feet;

Thence southeasterly, to the left, along said curve through an angle of 04°15'33" an arc length of 83.63 feet to a point having Port of Seattle coordinates of N 16464.0199, E 15723.6004, being LRES RWCL 32+31.38 P.T. on said survey line;

Thence S22°52'18"E a distance of 15.61 feet to a point having Port of Seattle coordinates of N 16449.6361, E 15729.6679, said point being LRES RWCL 32+47.00 P.C. on said survey line and the beginning of a curve to the left having a radius of 1332.88 feet;

Thence southeasterly along said curve through an angle of 20°48'20" an arc length of 484.00 feet to a point having Port of Seattle coordinates of N 16047.2073, E 15993.7564, said point being LRES RWCL 37+30.99 P.C.C. on said survey line and the beginning of a compound curve having a radius of 1599.50 feet;

Thence southeasterly, to the left, along said curve through an angle of 02°41'41" an arc length of 75.23 feet to a point having Port of Seattle coordinates of N 15994.0383, E 16046.9708, said point being LRES RWCL 38+06.23 P.C.C. on said survey line and the beginning of a compound curve having a radius of 8001.53 feet;

Thence southeasterly, to the left, along said curve through an angle of 00°32'19" an arc length of 75.23 feet to a point having Port of Seattle coordinates of N 15942.3875, E 16101.6689, being LRES RWCL 38+81.46 P.T. on said survey line;

Thence S46°54'38"E a distance of 173.60 feet to a point having Port of Seattle coordinates of N 15823.7928, E 16228.4490, said point being LRES RWCL 40+55.06 P.C. on said survey line and the beginning of a curve to the right having a radius of 2594.78 feet;

Thence southeasterly along said curve through an angle of 01°42'14" an arc length of 77.16 feet to a point having Port of Seattle coordinates of N 15770.2507, E 16284.0073, said point being LRES RWCL 41+32.22 P.C.C. on said survey line and the beginning of a compound curve having a radius of 738.02 feet;

Thence southeasterly, to the right, along said curve through an angle of 05°01'18" an arc length of 64.68 feet to a point having Port of Seattle coordinates of N 15722.7250, E 16327.8565, said point being LRES RWCL 41+96.91 P.C.C. on said survey line and the beginning of a compound curve having a radius of 642.88 feet;

Thence southeasterly and southerly, to the right, along said curve through an angle of 32°45'22" an arc length of 367.53 feet to a point having Port of Seattle coordinates of N 15391.0266, E 16474.2012, said point being LRES RWCL 45+64.44 P.C.C. on said survey line and the beginning of a compound curve having a radius of 738.02 feet;
Thence southerly, to the right, along said curve through an angle of 05°10'18" an arc length of 64.68 feet to a point having Port of Seattle coordinates of N 15326.6006, E 16479.7450, said point being LRES RWCL 46+29.12 P.C.C. on said survey line and the beginning of a compound curve having a radius of 2594.78 feet;
Thence southerly, to the right, along said curve through an angle of 01°42'14" an arc length of 77.16 feet to a point having Port of Seattle coordinates of N 15249.4700, E 16481.8391, being LRES RWCL 47+06.28 P.T. on said survey line;
Thence S00°42'12"E a distance of 513.11 feet to an angle point having Port of Seattle coordinates of N 14736.4017, E 16488.1378, being LRES RWCL 52+19.39 A.P. on said survey line;
Thence S04°23'03"E a distance of 275.27 feet to an angle point having Port of Seattle coordinates of N 14461.9387, E 16509.1803, being LRES RWCL 54+94.66 A.P. on said survey line;
Thence S03°10'38"E a distance of 667.52 feet to a point having Port of Seattle coordinates of N 13795.4443, E 16546.1778, being LRES RWCL 61+62.18 P.O. T, and the end of the herein described RWCL LINE.

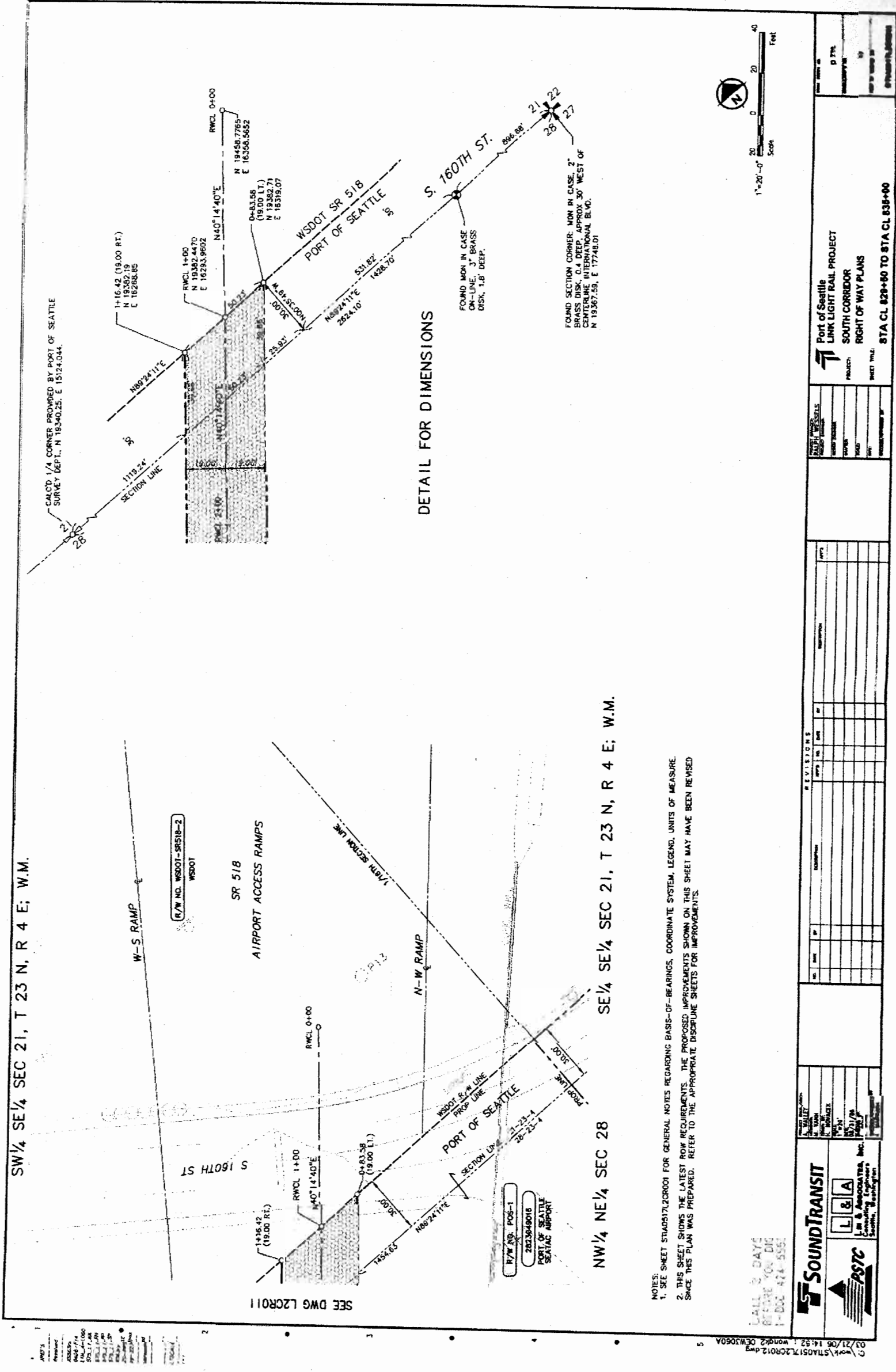
The specific details concerning all of which may be found on sheets 1-12 of that certain right of way plan entitled Port of Seattle, Link Light Rail Project, South Corridor Right of Way Plans, now of record and on file in the offices of Sound transit and the Port of Seattle, dated March, 2006.

NOTE:

All bearings and coordinates are referenced to the Port of Seattle's Seatac grid system.

Exhibit "3"

Easement Area Map



- NOTES:
- SEE SHEET STA09S17L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 - THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

03/21/06 14:52: word2 DEW3060A

LAIL & DAVIS
REGISTERED CIVIL ENGINEER
1-800-474-5562

SOUNDTRANSIT
PORT OF SEATTLE
SEATTLE AIRPORT

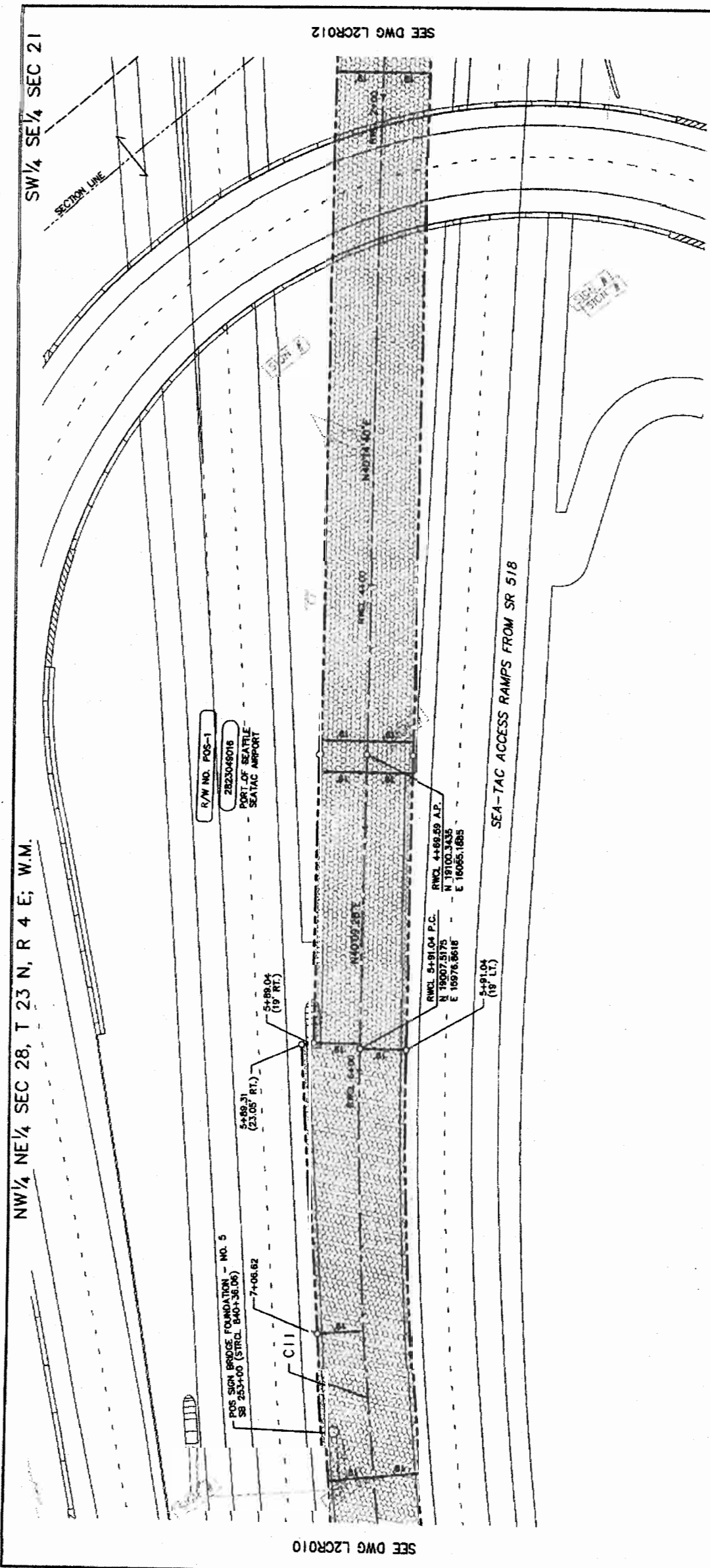
L & A
L & A ASSOCIATES, INC.
Consulting Engineers
Seattle, Washington

REVISIONS			
NO.	DATE	DESCRIPTION	BY

PROJECT: Port of Seattle LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT OF WAY PLANS
SHEET NO.: STA CL 829+80 TO STA CL 834+00

NW 1/4 NE 1/4 SEC 28, T 23 N, R 4 E; W.M.

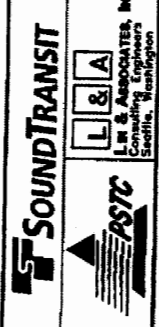
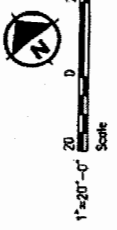
SW 1/4 SE 1/4 SEC 21



NOTES:
 1. SEE SHEET ST1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS
 BEFORE YOU DR
 1-800-422-5555

NO.	Δ	R	T	L
11	40°10'04"	1487.00'	547.35'	1049.48'



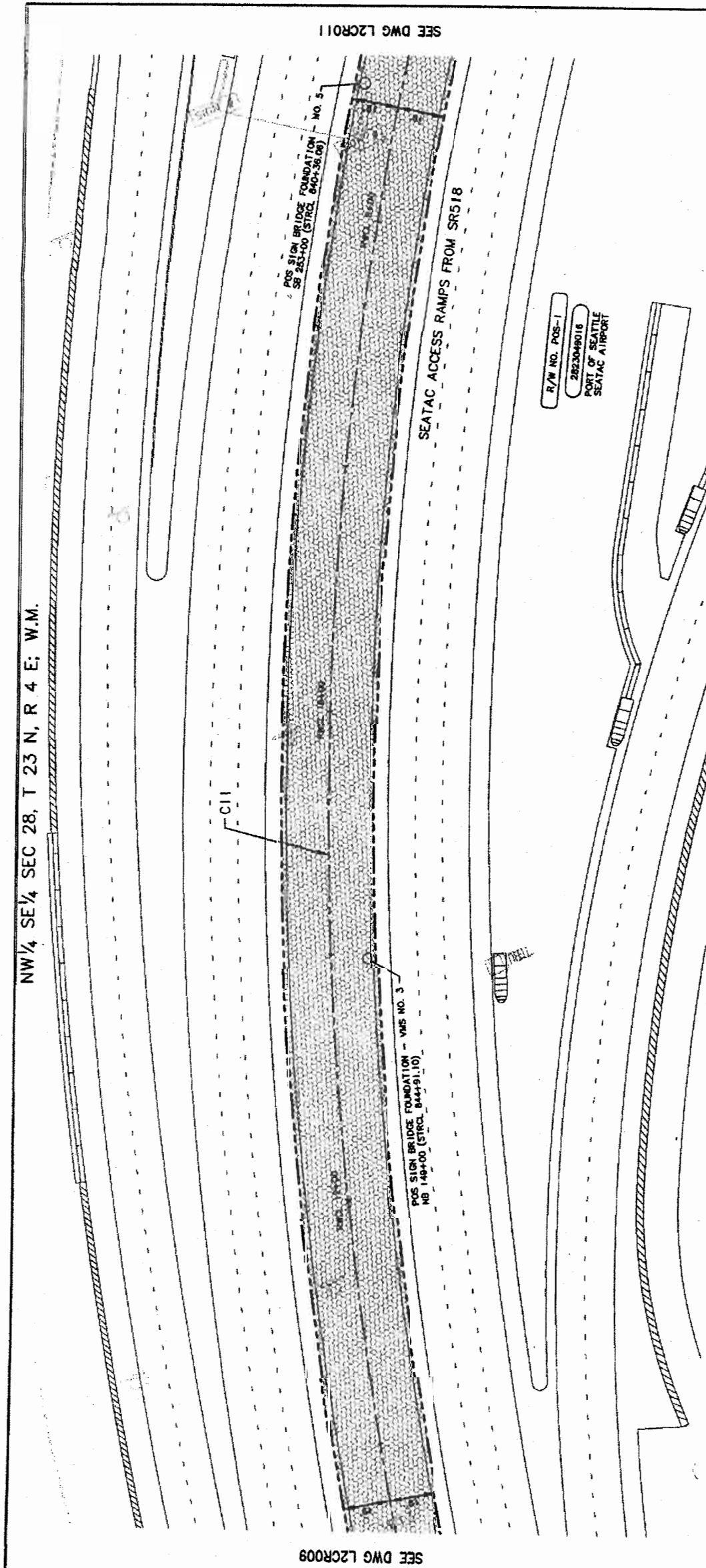
REVISIONS			
NO.	DATE	BY	DESCRIPTION

**Port of Seattle
 LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT OF WAY PLANS**

PROJECT NO: STA CL 835+00 TO STA CL 840+80

DATE:	03/21/06
SCALE:	1"=20'
SHEET NO.:	11
TOTAL SHEETS:	14
DRAWN BY:	D.P.P.
CHECKED BY:	

NW 1/4, SE 1/4 SEC 28, T 23 N, R 4 E, W.M.



SEE DWG L2CR011

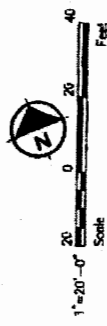
SEE DWG L2CR009

R/W NO. POS-1
2823049018
PORT OF SEATTLE
SEATAC AIRPORT

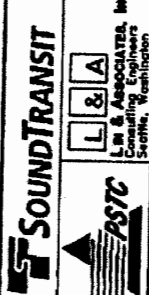
NOTES:
1. SEE SHEET ST1A0317L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
1-800-424-5555

NO.	Δ	R	T	L
11	407°04"	1487.00'	847.35'	1049.48'



DATE: 02/21/08
DRAWN BY: J. L. JONES
CHECKED BY: J. L. JONES
PROJECT: PORT OF SEATTLE
SHEET NO.: 14
SCALE: AS SHOWN

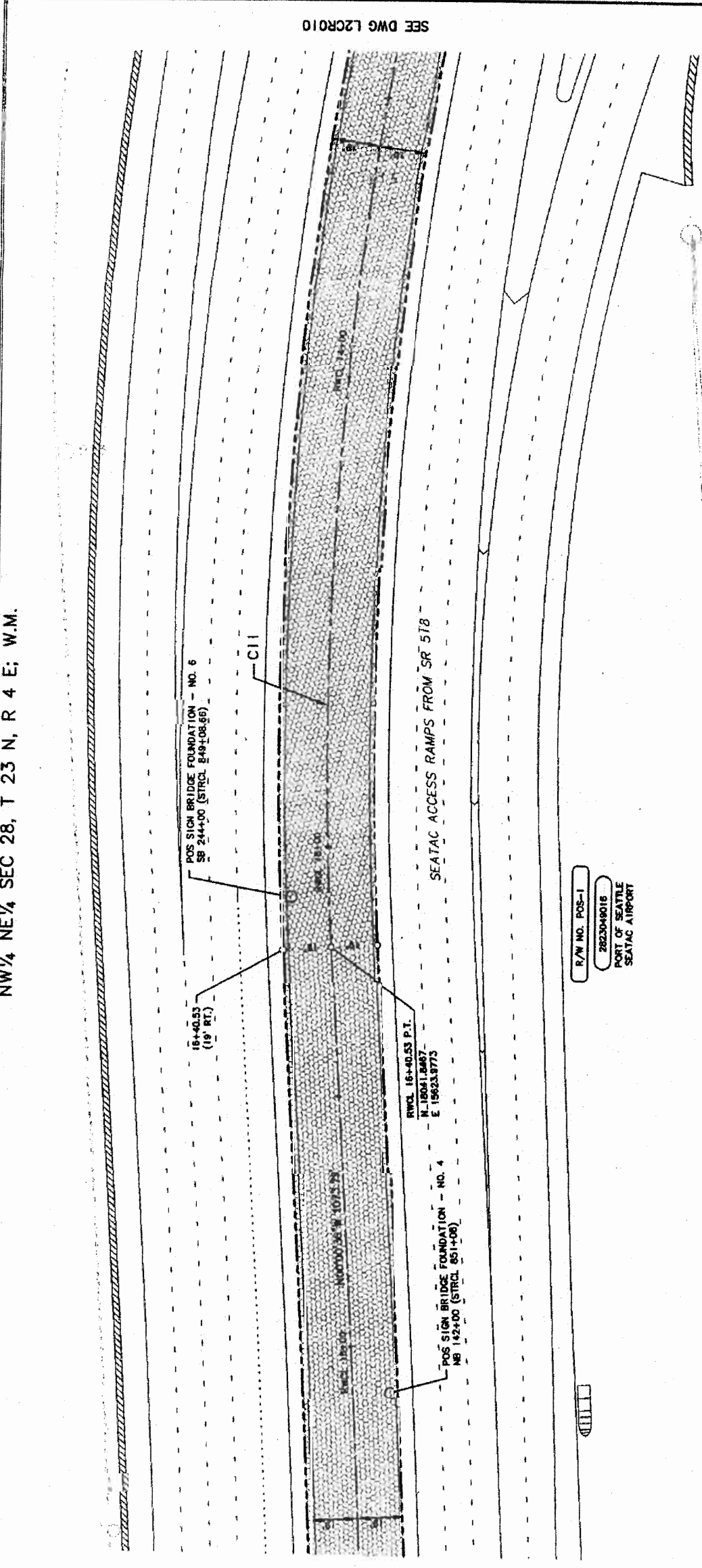


NO.	DATE	BY	DESCRIPTION

Port of Seattle
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT OF WAY PLANS
 STA CL 840+50 TO STA CL 846+00

SHEET NO. 14
 PROJECT NO. ST1A0317L2CR009

NW 1/4 NE 1/4 SEC 28, T 23 N, R 4 E; W.M.



SEE DWG L2CR008

SEE DWG L2CR010

NOTES:
 1. SEE SHEET ST1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG 1-800-424-5555

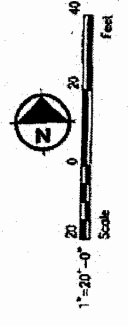
SOUNDTRANSIT

LI&A
 L & Associates, Inc.
 Consulting Engineers
 Seattle, Washington

NO.	DATE	BY	DESCRIPTION

NO.	DATE	BY	DESCRIPTION

NO.	Δ	R	T	L
11	40°10'04"	1487.00'	847.35'	1048.49'



 SOUNDTRANSIT PORT OF SEATTLE SEATTLE AIRPORT SOUTH CORRIDOR RIGHT OF WAY PLANS STA CL 846+00 TO STA CL 851+50	PROJECT NO. D 770 SHEET NO. 45 DATE OF SHEET 12/15/08 DRAWN BY: [blank] CHECKED BY: [blank]
---	---

NW 1/4 SW 1/4 SEC 22, T 23 N, R 4 E; W.M.

R/W NO. POS-1
2823049016
PORT OF SEATTLE
SEATAC AIRPORT

SEE DWG L2CR007

SEE DWG L2CR009

POS SIGN BRIDGE FOUNDATION - VMS NO. 1
SB 239+00 (STRCL 854+08.01)

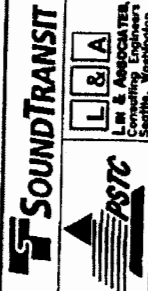
ENCL 239+00
N00°00'00"W 1073.79'

ENCL 239+00

SEATAC ACCESS RAMPS FROM SR 518

NOTES:
1. SEE SHEET ST1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

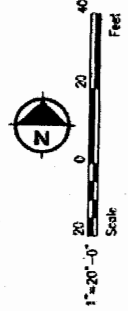
CALL 2 DAYS BEFORE YOU DIG
1-800-424-5555



NO.	DATE	BY	REVISIONS

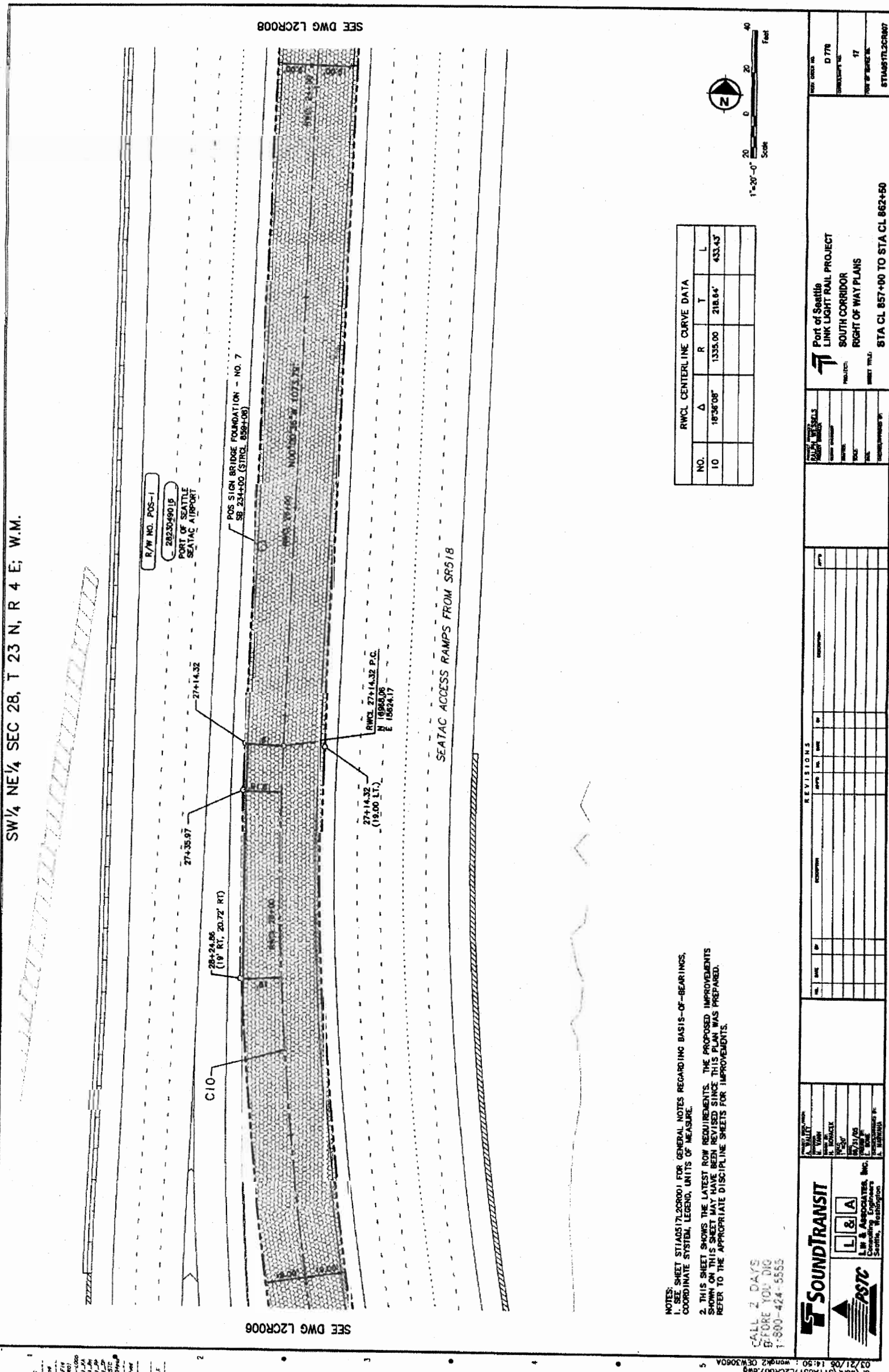
DATE PLOTTED: 09/21/06
SCALE: 1"=20'-0"
PROJECT: PORT OF SEATTLE
DRAWN BY: K. WILKINSON
CHECKED BY: J. W. BAKER
DATE: 09/21/06
PROJECT NO.: 03-21-06-14-50
DRAWING NO.: 2-CR3080A

Port of Seattle
LINK LIGHT RAIL PROJECT
SOUTH CORRIDOR
RIGHT OF WAY PLANS
SHEET TITLE: STA CL 851+60 TO STA CL 857+00
SHEET NO.: 18
DRAWN BY: D. 770
DATE: 08/21/06



03\work\ST1A0517L2CR008.dwg
03/21/06 14:50 Monday 2-09:3080A

SW 1/4 NE 1/4 SEC 28, T 23 N, R 4 E; W.M.



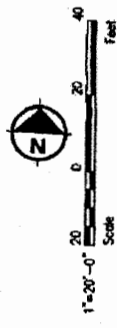
SEE DWG L2CR008

SEE DWG L2CR006

NOTES:
 1. SEE SHEET ST1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
 1-800-424-5555

NO.	Δ	R	T	L
10	19°34'08"	1335.00	218.84'	433.43'



REVISIONS

NO.	DATE	BY	DESCRIPTION

STANDARD

REVISIONS

DATE: 05/21/05
 BY: [Signature]
 CHECKED: [Signature]
 APPROVED: [Signature]

PROJECT: Part of Seattle Link Light Rail Project
SOUTH CORRIDOR
RIGHT OF WAY PLANS

PROJECT NO.: ST1A0517L2CR007
SHEET NO.: 17
DATE: 05/21/05

STA CL 857+00 TO STA CL 862+50

ST1A0517L2CR007

NW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

SEATAC ACCESS RAMPS FROM 3921/6

AERIAL AT GRADE

C8

C9

C10

SEE DWG L2CR005

SEE DWG L2CR007

POS SLON BRIDGE FOUNDATION - NO. 3
NB 121+00 (STROD 866+26.78)

RWCL 32+47.00 P.C.
N 18448.6381
E 15729.6678

RWCL 32+31.38 P.T.
N 16464.0189
E 15723.8004

RWCL 31+47.75 P.C.C.
N 18347.2131
E 15694.9892

32+47.00
(16' RT. 17' LT.)

32+31.38
(17' LT.)

31+47.76
(17.19 RT.)

32+47.00
(16' LT. 17' LT.)

31+47.75
(17.19 LT.)

R/W NO. POS-1
282340016
PORT OF SEATTLE
SEATTLE AIRPORT

SW 1/4 NE 1/4 SEC 28

NOTES:
1. SEE SHEET ST1A0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS
BEFORE YOU DIG
1-800-424-5555

SOUNDTRANSIT
L & A
L & A Associates, Inc.
Consulting Engineers
Seattle, Washington

NO.	DATE	BY	DESCRIPTION

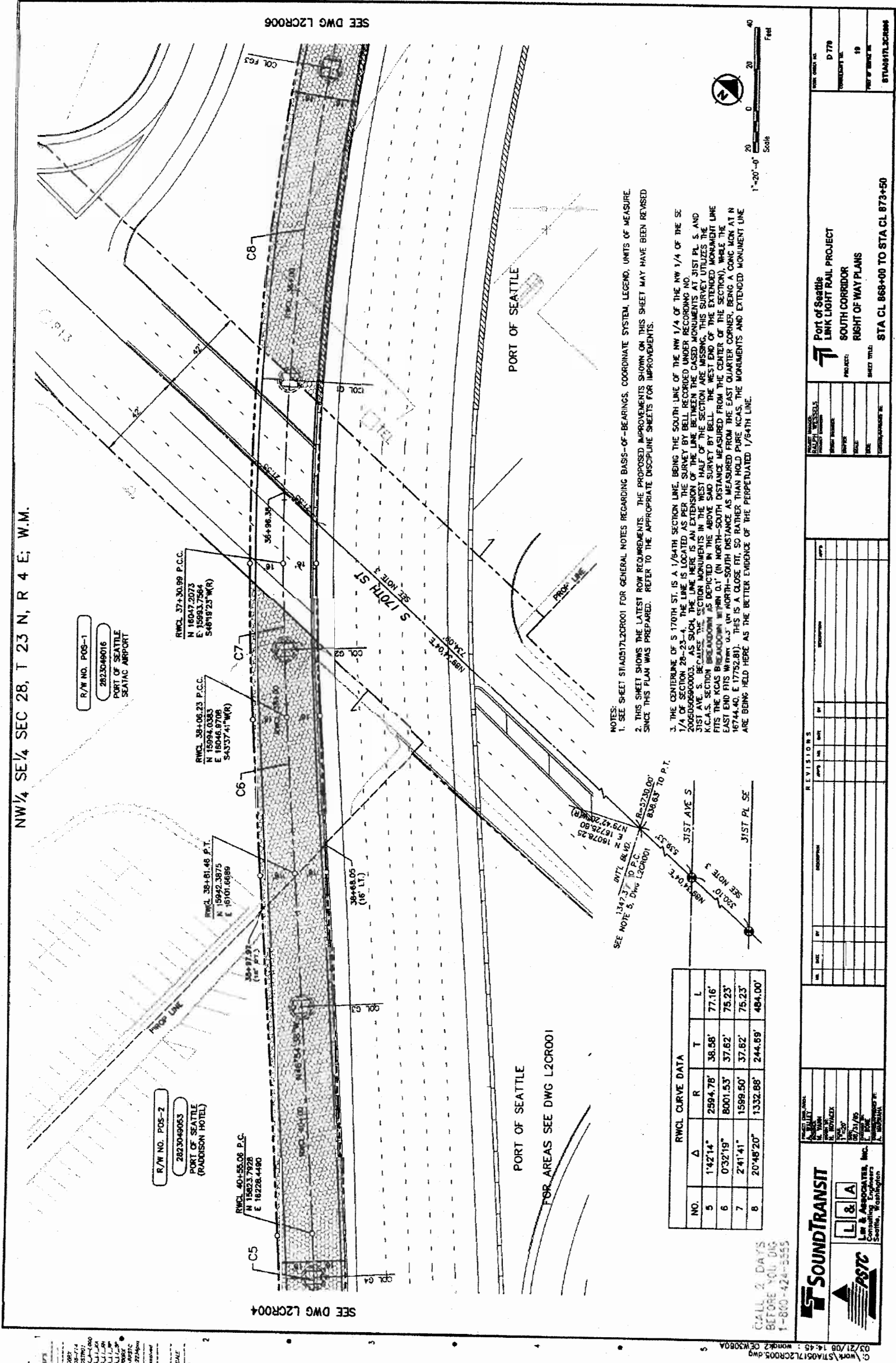
NO.	DATE	BY	DESCRIPTION

NO.	Δ	R	T	L
8	20°48'20"	1332.86	244.89'	484.00'
9	4°15'33"	1125.02'	41.84'	83.63'
10	18°30'08"	1335.00	218.64'	433.87'



1"=20'-0" Scale
0 20 40
Feet

PROJECT NO.	03/21/08 1449 - WNK2 CEN3060A 5
DATE	03/21/08
PROJECT NAME	Port of Seattle Link Light Rail Project
CLIENT	SOUTH CORRIDOR
DESIGNER	RIGHT OF WAY PLANS
SCALE	STA CL 862+50 TO STA CL 868+00
DATE	03/21/08
BY	
CHECKED BY	
DATE	
PROJECT NO.	D 778
DATE	18
PROJECT NAME	ST1A0517L2CR005



NW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E, W.M.

R/W NO. POS-1
2823048016
PORT OF SEATTLE
SEATTLE AIRPORT

R/W NO. POS-2
2823048063
PORT OF SEATTLE
(RADDISON HOTEL)

RWCL 37+30.99 P.C.C.
N 160-07-2073
E 15993.7584
5481923"W(R)

RWCL 38+06.23 P.C.C.
N 160-07-2073
E 15993.7584
5481923"W(R)

RWCL 38+81.48 P.T.
N 159-42-3875
E 15101.6689

RWCL 40+55.06 P.C.
N 150-23-7928
E 16228.4480

NO.	Δ	R	T	L
5	1°42'14"	2594.78'	38.68'	77.16'
6	0°32'19"	8001.53'	37.62'	75.23'
7	2°41'41"	1589.50'	37.62'	75.23'
8	20°48'20"	1332.88'	244.69'	484.00'

- NOTES:
- SEE SHEET STA0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 - THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.
 - THE CENTERLINE OF S 170TH ST IS A 1/64TH SECTION LINE BEING THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF THE SE 1/4 OF SECTION 28-23-4. THE LINE IS LOCATED AS PER THE SURVEY BY BELL RECORDED UNDER RECORDING NO. 2005050600003. AS SUCH THE LINE HERE IS AN EXTENSION OF THE LINE BETWEEN THE CASED MONUMENTS AT JUST PL. S. AND JUST AVE. S. BECAUSE THE SECTION MONUMENTS IN THE WEST HALF OF THE SECTION ARE MISSING THIS SURVEY UTILIZES THE K.C.A.S. SECTION BREAKDOWN AS DEPICTED IN THE ABOVE SAID SURVEY BY BELL. THE WEST END OF THE EXTENDED MONUMENT LINE FITS THE KCAS BREAKDOWN WITHIN 0.1' (IN NORTH-SOUTH DISTANCE MEASURED FROM THE CENTER OF THE SECTION) WHILE THE EAST END FITS WITHIN 0.3' (IN NORTH-SOUTH DISTANCE AS MEASURED FROM THE EAST QUARTER CORNER, BEING A CONC. MON. AT N 167-44-40, E 177-52-81). THIS IS A CLOSE FIT, SO RATHER THAN HOLD PURE KCAS, THE MONUMENTS AND EXTENDED MONUMENT LINE ARE BEING HELD HERE AS THE BETTER EVIDENCE OF THE PERPETUATED 1/64TH LINE.

CALL 2 DAYS
BEFORE YOU DIG
1-800-424-5555

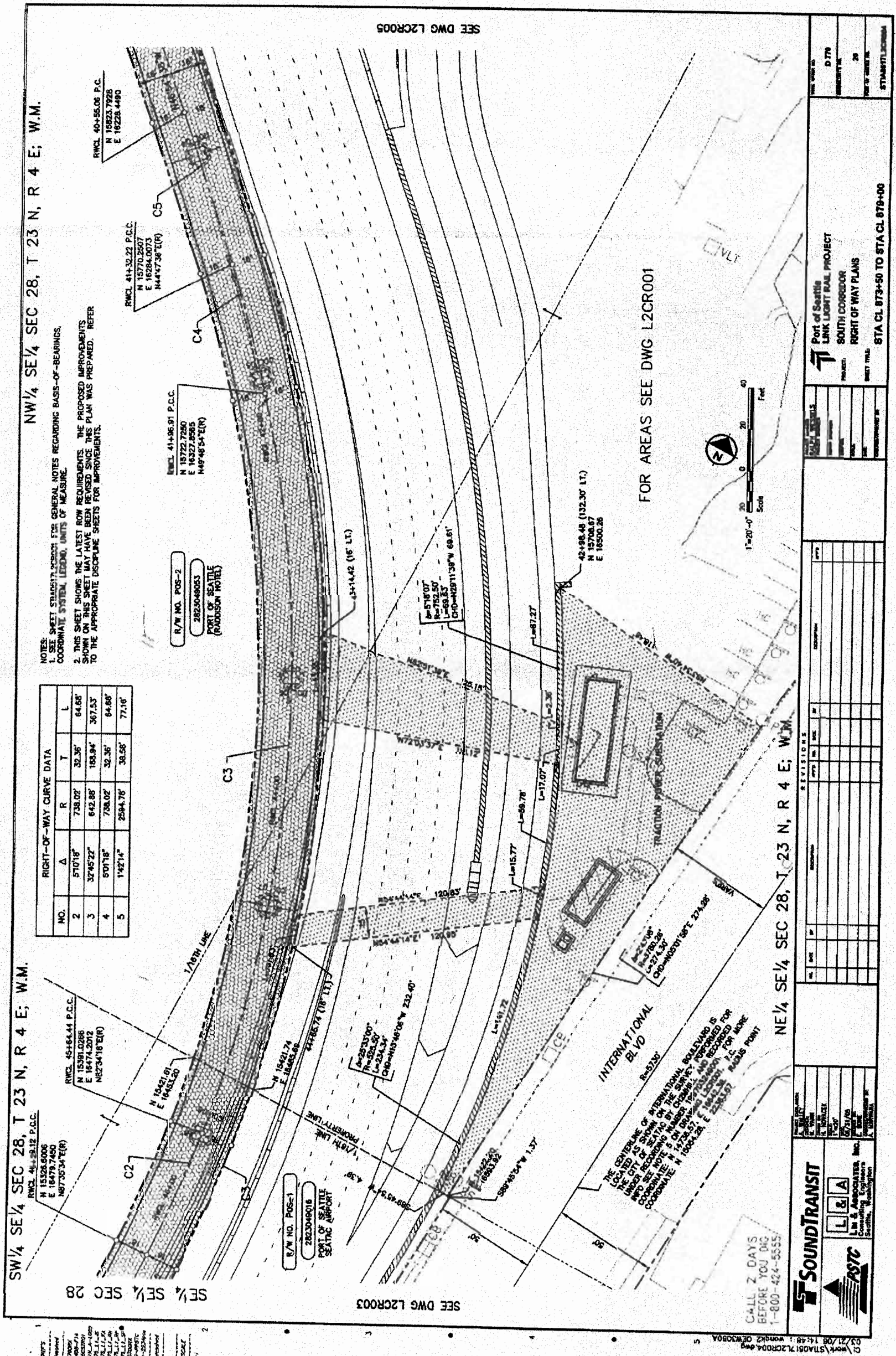
SOUNDTRANSIT

L&A
L & Associates, Inc.
Consulting Engineers
Seattle, Washington

PSTC

NO.	DATE	BY	DESCRIPTION

PROJECT NO.	D 779
PROJECT TITLE	PORT OF SEATTLE LINK LIGHT RAIL PROJECT
SHEET NO.	19
SHEET TITLE	STA CL 868+00 TO STA CL 873+50



SW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.
 NW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.
 NE 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

RIGHT-OF-WAY CURVE DATA

NO.	Δ	R	T	L
2	57°07'18"	738.02'	32.36'	64.68'
3	37°45'22"	642.86'	168.94'	367.53'
4	57°07'18"	738.02'	32.36'	64.68'
5	1°42'14"	2584.76'	39.58'	77.18'

NOTES:
 1. SEE SHEET STAIRSTEP FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISIONS SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
 1-800-424-5555

ASTC
 Consulting Engineers
 Seattle, Washington

L&A
 Lin & Associates, Inc.
 Consulting Engineers
 Seattle, Washington

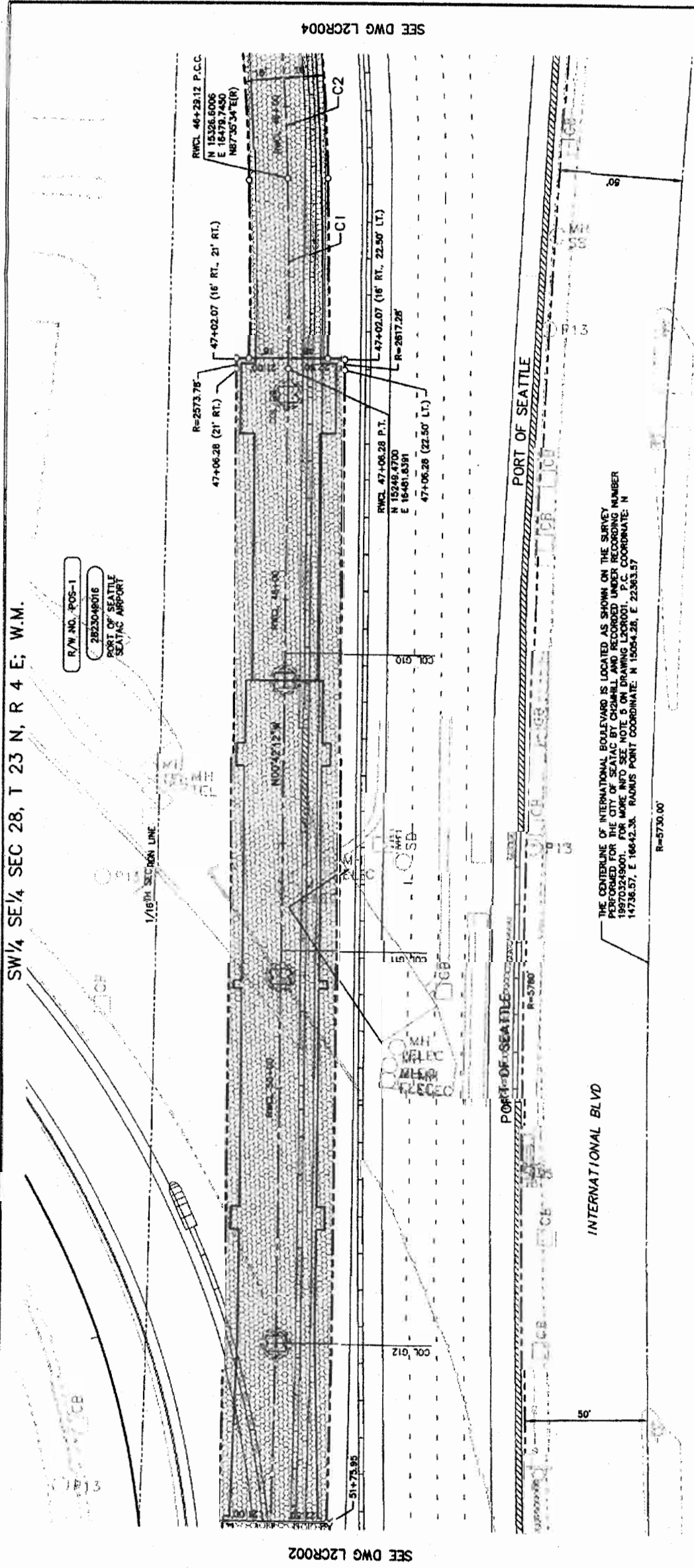
REVISIONS

NO.	DATE	BY	DESCRIPTION

PROJECT: Port of Seattle LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT OF WAY PLANS
 SHEET TITLE: STA CL 873+50 TO STA CL 876+00

DATE: 03/27/08 1:48 PM
 DRAWN BY: M2CROB4.dwg
 CHECKED BY: M2CROB4

SW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.



NOTES:
1. SEE SHEET STA0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

CALL 2 DAYS BEFORE YOU DIG
1-800-424-5555
1-206-767-3000

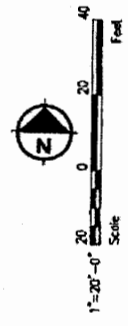
SOUNDTRANSIT
L&A
L & ASSOCIATES, Inc.
Consulting Engineers
Seattle, Washington

REVISIONS

NO.	DATE	DESCRIPTION

RWCL CENTERLINE CURVE DATA

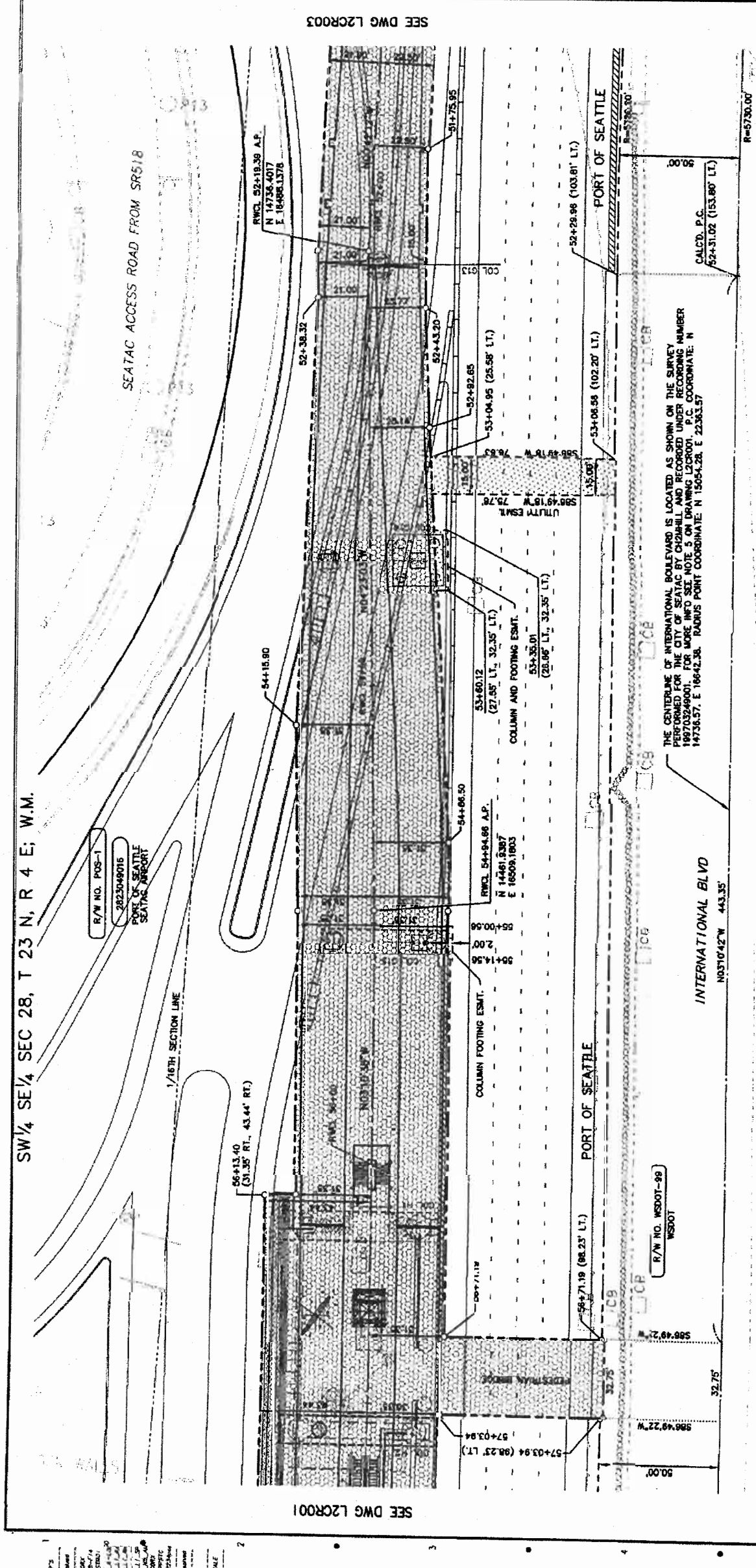
NO.	Δ	R	T	L
1	1°42'14"	2594.75'	38.50'	77.16'
2	5°01'16"	738.02'	32.36'	64.68'



THE CENTERLINE OF INTERNATIONAL BOULEVARD IS LOCATED AS SHOWN ON THE SURVEY PERFORMED FOR THE CITY OF SEATTLE BY CH2M HILL AND RECORDED UNDER RECORDING NUMBER 199703249001. FOR MORE INFO SEE NOTE 5 ON DRAWING L2CR001. P.C. COORDINATE: N 14736.57, E 16642.38. RADIUS POINT COORDINATE: N 15054.28, E 22363.57

SE 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

<p>PROJECT NO. STA0517L2CR003.dwg DATE: 03/21/06 14:47:30 WORKING SET: 2 OF 1080A</p>		<p>DATE: 03/21/06 TIME: 14:47:30 USER: [unreadable]</p>
<p>PROJECT NAME: PORT OF SEATTLE LINK LIGHT RAIL PROJECT</p>	<p>PROJECT NO.: STA0517L2CR003</p>	<p>DATE: 03/21/06 TIME: 14:47:30 USER: [unreadable]</p>
<p>PROJECT LOCATION: PORT OF SEATTLE AIRPORT</p>	<p>PROJECT NO.: STA0517L2CR003</p>	<p>DATE: 03/21/06 TIME: 14:47:30 USER: [unreadable]</p>
<p>PROJECT TITLE: SOUTH CORRIDOR RIGHT OF WAY PLANS</p>	<p>PROJECT NO.: STA0517L2CR003</p>	<p>DATE: 03/21/06 TIME: 14:47:30 USER: [unreadable]</p>
<p>PROJECT NO.: STA0517L2CR003</p>	<p>PROJECT NO.: STA0517L2CR003</p>	<p>DATE: 03/21/06 TIME: 14:47:30 USER: [unreadable]</p>



SW 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

SEATAC ACCESS ROAD FROM SR518

SEE DWG L2CR001

SEE DWG L2CR003

SE 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

NOTES:
 1. SEE SHEET STA0517L2CR001 FOR GENERAL NOTES REGARDING BASIS-OF-BEARINGS, COORDINATE SYSTEM, LEGEND, UNITS OF MEASURE.
 2. THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.

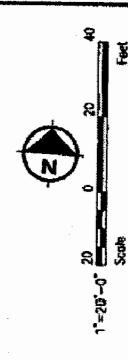
CALL 7 DAYS BEFORE YOU DIG
 1-800-424-5555



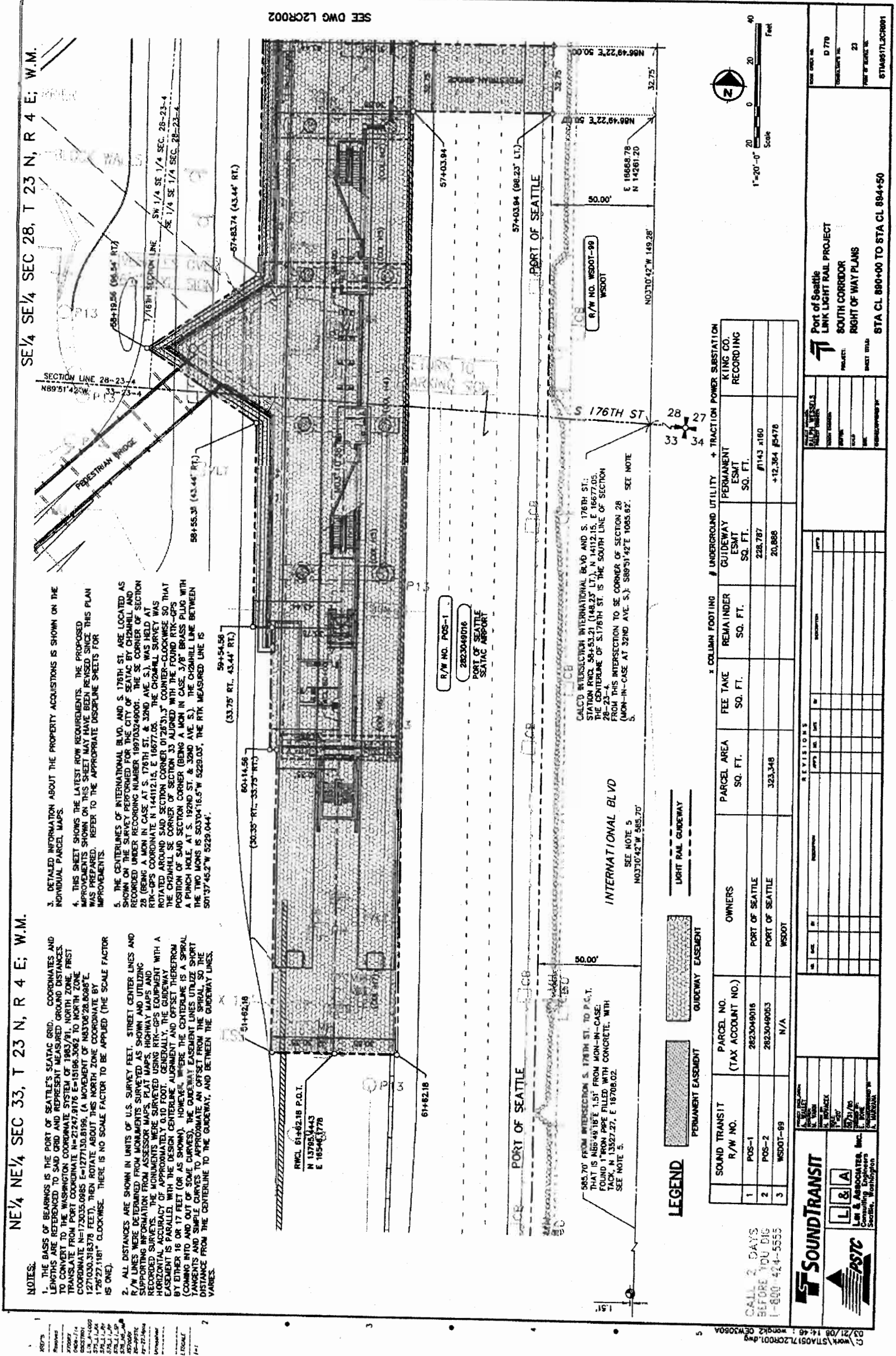
REVISIONS		DATE	BY	DESCRIPTION

Port of Seattle
 LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT OF WAY PLANS
 STA CL 884+50 TO STA CL 890+00

DATE PLOTTED	02/21/05 14:48
PROJECT NUMBER	D 778
DRAWN BY	ZZ
CHECKED BY	STABETL2CR002



PROJECT: 2023049015
 R/W NO. POS-1
 PORT OF SEATTLE
 SEATAC PORT
 STA: 52+00.00 TO 57+00.00
 SCALE: 1"=20'-0"
 DATE: 02/21/05



NE 1/4 NE 1/4 SEC 33, T 23 N, R 4 E; W.M.

SE 1/4 SE 1/4 SEC 28, T 23 N, R 4 E; W.M.

SEE DWG L2CR002

CALL 2 DAYS BEFORE YOU DIG 1-800-424-5533

LEGEND
 PERMANENT EASEMENT
 GUIDEWAY EASEMENT
 LIGHT RAIL GUIDEWAY

SOUND TRANSIT
 L&A
 PSTC

REVISOR'S

- NOTES:**
- THE BASIS OF BEARINGS IS THE PORT OF SEATTLE'S SEATAC GRID. COORDINATES AND LENGTHS ARE REFERRED TO SAID GRID AND REPRESENT MEASURED GROUND DISTANCES TO CONVERT TO THE NAD 83 COORDINATE SYSTEM OF 1983/91, NORTH ZONE. FIRST TRANSLATE FROM PORT OF SEATTLE COORDINATE N=27247.9176 E=15196.3062 TO NORTH ZONE COORDINATE N=127030.0985 E=127773.0199 (A MOVEMENT OF NAD83 28.8088'E, 1271030.318378 FEET). THEN ROTATE ABOUT THIS NORTH ZONE COORDINATE BY 1.26727181° CLOCKWISE. THERE IS NO SCALE FACTOR TO BE APPLIED (THE SCALE FACTOR IS ONE).
 - ALL DISTANCES ARE SHOWN IN UNITS OF U.S. SURVEY FEET. STREET CENTER LINES AND R/W LINES WERE DETERMINED FROM MONUMENTS SURVEYED BY THE CITY OF SEATTLE AND SUPPORTING INFORMATION FROM ASSESSOR MAPS, PLAT MAPS, AND UTILIZING RECORDED SURVEYS. THE MONUMENTS WERE SURVEYED USING RTK-GPS EQUIPMENT WITH A HORIZONTAL ACCURACY OF APPROXIMATELY 0.10 FOOT. GENERALLY, THE GUIDEWAY EASEMENT IS PARALLEL WITH THE DESIGN CENTERLINE ALIGNMENT AND OFFSET THEREFROM BY EITHER 18 OR 17 FEET (OR AS SHOWN). HOWEVER, WHERE THE CENTERLINE IS A SPIRAL (COMING INTO AND OUT OF SOME CURVES), THE GUIDEWAY EASEMENT LINES UTILIZE SHORT (COMING INTO AND OUT OF SOME CURVES). THE GUIDEWAY EASEMENT LINES UTILIZE SHORT DISTANCES FROM THE CENTERLINE TO THE GUIDEWAY, AND BETWEEN THE GUIDEWAY LINES, VARIES.
 - DETAILED INFORMATION ABOUT THE PROPERTY ACQUISITIONS IS SHOWN ON THE INDIVIDUAL PARCEL MAPS.
 - THIS SHEET SHOWS THE LATEST ROW REQUIREMENTS. THE PROPOSED IMPROVEMENTS SHOWN ON THIS SHEET MAY HAVE BEEN REVISED SINCE THIS PLAN WAS PREPARED. REFER TO THE APPROPRIATE DISCIPLINE SHEETS FOR IMPROVEMENTS.
 - THE CENTERLINES OF INTERNATIONAL BLVD AND S 176TH ST ARE LOCATED AS SHOWN ON THE SURVEY PERFORMED FOR THE CITY OF SEATTLE BY CHAMBERLAIN & ASSOCIATES, INC. UNDER RECORDING NUMBER 199703249001. THE SE CORNER OF SECTION 28 (BEING A MON IN CASE AT S. 176TH ST. & 32ND AVE. S.) WAS HELD AT RTK-GPS COORDINATE N 144112.15, E 16677.05. THE CHAMBERLAIN SURVEY WAS ROTATED AROUND SAID SECTION CORNER 0128'31.3" COUNTER-CLOCKWISE SO THAT THE CHAMBERLAIN SE CORNER OF SECTION 33 ALIGNED WITH THE FOUND RTK-GPS POSITION OF SAID SECTION CORNER (BEING A MON IN CASE, 3/8" BRASS PLUG WITH A PUNCH HOLE, AT S. 192ND ST. & 32ND AVE. S.). THE CHAMBERLAIN LINE BETWEEN THE TWO MONS IS 50304'16.5" W 5229.03'. THE RTK MEASURED LINE IS 50137'45.2" W 5229.044'.

59+54.56 (33.75' RT., 43.44' RT.)
 60+14.56 (30.35' RT., 33.75' RT.)
 61+82.18
 57+03.94 (98.23' LT.)
 57+03.94 (43.44' RT.)

R/W NO. POS-1
 2823049016
 PORT OF SEATTLE
 SEATAC AIRPORT

R/W NO. WSD01-99
 WSD01

INTERNATIONAL BLVD
 SEE NOTE 5
 N0370'42" W 585.70'

PORT OF SEATTLE
 S 176TH ST
 28 27
 33 34

CALCD INTERSECTION INTERNATIONAL BLVD AND S 176TH ST.
 STATION PWC 58+53.21 (148.23' LT.), N 14112.15, E 16677.05.
 THE CENTERLINE OF S 176TH ST. IS THE SOUTH LINE OF SECTION
 FROM THIS INTERSECTION TO SE CORNER OF SECTION 28
 (MON-IN-CASE AT 32ND AVE. S.); S189°51'42"E 1085.62'. SEE NOTE 5.

SOUND TRANSIT R/W NO.	PARCEL NO. (TAX ACCOUNT NO.)	OWNERS	PARCEL AREA SQ. FT.	FEE TAKE SQ. FT.	REMAINDER SQ. FT.	UNDERGROUND UTILITY GUIDEWAY ESMT SQ. FT.	PERMANENT ESMT SQ. FT.	TRACTION POWER SUBSTATION KING CO. RECORDING
1 POS-1	2823049016	PORT OF SEATTLE	323,348			228,787	#143 x180	
2 POS-2	2823049053	PORT OF SEATTLE				20,888	+12,364 #5478	
3 WSD01-99	N/A	WSD01						

NO.	DATE	BY	REVISIONS

PORT OF SEATTLE LINK LIGHT RAIL PROJECT
 SOUTH CORRIDOR
 RIGHT OF WAY PLANS
 STA CL 890+00 TO STA CL 994+50

PROJECT NO. D 770
 CONTRACT NO. 23
 SHEET NO. 23
 STA CL 890+00 TO STA CL 994+50

EXHIBIT "G"
Easement Payment Methodology

APPROVED MODEL WITH UPDATED AREA QUANTITIES

	<u>Cost/SF</u>	<u>% of Fee</u>	<u>SF</u>	<u>Cost</u>
<u>Parcel POS-1</u>				
Guideway - surface - N of 170th	\$ 50.00	100%	104,120	\$ 5,206,000
Guideway - surface - S of 170th	\$ 45.00	100%	6,200	\$ 279,000
Column footing - S of 170th	\$ 45.00	100%	160	\$ 7,200
Wall footing - N of 170th	\$ 50.00	30%	12,203	\$ 183,045
Guideway - aerial - N of 170th	\$ 50.00	80%	15,686	\$ 627,440
Guideway - aerial - S of 170th	\$ 45.00	80%	90,578	\$ 3,260,808
Utility - S of 170th	\$ 45.00	10%	1,143	<u>\$ 5,144</u>
		Subtotal	230,090	\$ 9,568,637
<u>Parcel POS-2 (Radisson Site)</u>				
Guideway - surface	\$ 45.00	100%	500	\$ 22,500
Guideway - aerial	\$ 45.00	80%	20,388	\$ 733,968
Utility	\$ 45.00	10%	5,478	\$ 24,651
Power sub-station	\$ 45.00	100%	12,364	<u>\$ 556,380</u>
		Subtotal	38,730	\$ 1,337,499
		Total	268,820	\$ 10,906,136
			Sound Transit Payment to Port (50% of Total)	<u>\$ 5,453,068</u>

Contract Package #	Cost Incurred by	Major Element	Cost Reimbursed by	Reimbursement Methodology	Reimbursement Value	Reimbursement Notes
Contract 2B	Port of Seattle	S170th St Temporary Traffic Signal	Sound Transit	CP	As Per Formula	
Contract 3	Sound Transit	General Construction Requirements	Port of Seattle	CP	As Per Formula	--
	Sound Transit	Pedestrian Bridge incl. columns - to Garage	Port of Seattle	AP	100%	--
	Port of Seattle	Other Staging Areas	Sound Transit	AP	50%	Applies to staging areas required by Sound Transit or its contractors for Contract 3; measure shall be fair market rental value.
	Sound Transit	FIDS, CUSS, FIMS, Utility Access	Port of Seattle	AP	100%	--
	Sound Transit	Administration & Management of Construction	Port of Seattle	CP	As Per Formula	(Section 15.2.2.7)
	Sound Transit	Contract Assembly & Printing	Port of Seattle	CP	As Per Formula	(Section 15.2.2.8)
Contract 7	Port of Seattle	General Construction Requirements	Sound Transit	CP	As Per Formula	--
	Port of Seattle	Traffic Control - Final Paving Station Area	Sound Transit	AP	50%	--
	Port of Seattle	Staging Areas Reclamation LRT only	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	Staging Areas Reclamation (Radisson)	Sound Transit	CP	As Per Formula	Calculated Percentage Contract 2 Formula
	Port of Seattle	LRT Trash Screening	Sound Transit	AP	100%	--
	Port of Seattle	Administration & Management of Construction	Sound Transit	CP	As Per Formula	(Section 15.2.2.7)

Legend: Refer to Section 15.2.3 for description of the allocation methodologies listed below.

AP = Agreed Percentage

CP = Calculated Percentage

ALS = Agreed Lump Sum

Elements in italics are "Other Costs" addressed by Section 15.2.2

EXHIBIT "H"
Cost Responsibility

Contract Package #	Cost Incurred by	Major Element	Cost Reimbursed by	Reimbursement Methodology	Reimbursement Value	Reimbursement Notes
Contract 1	Sound Transit	Artwork Components	Port of Seattle	AP	100%	--
Contract 2	Port of Seattle	General Construction Requirements	Sound Transit	CP	As Per Formula	--
	Port of Seattle	Field surveys	Sound Transit	AP	100%	Applies only to specific LRT items
	Port of Seattle	Utility locates	Sound Transit	AP	100%	Applies only to specific LRT items
	Port of Seattle	Electrical ductbank relocation - LRT Station Area	Sound Transit	AP	100%	Applies only to ductbank relocation within the area of the LRT Station
	Port of Seattle	Connection fees for utilities (sewer, water, other)	Sound Transit	AP	100%	--
	Port of Seattle	Unknown contaminated soil/groundwater	Sound Transit	ALS	\$250,000.00	
	Port of Seattle	AOA Tunnel	Sound Transit	AP	100%	Applies only to portion required for LRT (34 linear feet on base design)
	Port of Seattle	NAE NB lane relocation @ S. 160th St.	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	NAE SB relocation	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	NAE Lighting System Demo/New Walls - various	Sound Transit	AP	100%	Applies only to portion required for LRT
	Port of Seattle	Airport Station Ground Plane	Sound Transit	AP	100%	Applies only to walls required for LRT; measured on square foot basis.
	Port of Seattle	LRT Fire/Life Safety System - Complete	Sound Transit	AP	50%	--
	Port of Seattle	LRT Drainage & Conveyance to CoST	Sound Transit	AP	100%	--
	Port of Seattle	Sign Bridge #6 w/1 Foundation - LRT required	Sound Transit	AP	100%	--
	Port of Seattle	LRT Alignment Area - demo, earthwork	Sound Transit	AP	100%	--
	Port of Seattle	Radisson Site preparation for staging area	Sound Transit	AP	As Per Formula	--
	Port of Seattle	Olympic Pipeline Protection - LRT Timing	Sound Transit	AP	100%	--
	Port of Seattle	City of SeaTac Street Use Permit - S170th St	Sound Transit	AP	50%	--
	Port of Seattle	Administration & Management of Construction	Sound Transit	CP	As Per Formula	(Section 15.2.2.7)
	Port of Seattle	Contract Assembly & Printing	Sound Transit	AP	50%	(Section 15.2.2.8)

EXHIBIT "I"
Required Insurance Limits

GENERAL LIABILITY	<i>DURING CONSTRUCTION</i>	
	EACH OCCURRENCE	\$ 10,000,000
	AGGREGATE	\$ 10,000,000
	PRODUCTS - COMP/OP AGG	\$ 10,000,000
	<i>AFTER CONSTRUCTION</i>	
	EACH OCCURRENCE	\$ 10,000,000
	AGGREGATE	\$ 10,000,000
The specified aggregate must either restate annually, or if the aggregate does not restate, limits in excess of the aggregate must be available (i.e. neither paid nor reserved) under the policy.		
AUTOMOBILE LIABILITY	<i>BOTH DURING AND AFTER CONSTRUCTION</i>	
	EACH OCCURRENCE	\$ 1,000,000
	AGGREGATE	\$ 3,000,000
The occurrence limit shall be a combined, single limit. The specified aggregate must either restate annually, or if the aggregate does not restate, limits in excess of the aggregate must be available (i.e. neither paid nor reserved) under the policy.		
PROFESSIONAL LIABILITY	<i>FOR CONSTRUCTION ONLY</i>	
	EACH OCCURRENCE	\$ 25,000,000
	AGGREGATE	\$ 25,000,000
Applies only for construction of the Project.		
CONTRACTOR POLLUTION LIABILITY	<i>FOR CONSTRUCTION ONLY</i>	
	EACH OCCURRENCE	\$ 25,000,000
	AGGREGATE	\$ 25,000,000
Applies only for construction of the Project.		