

RESOLUTION NO. 3056

A RESOLUTION of the Port Commission of the Port of Seattle
a) authorizing the Executive Director to enter into an agreement with public and private parties providing for preliminary planning for a south access road to Sea-Tac International Airport and
b) authorizing staff to take all necessary action to fulfill the terms of the agreement.

WHEREAS, the Port Commission has agreed Staff should take a lead role in organizing the planning for a South Access Project; and

WHEREAS, Port of Seattle master planning documents have included plans for a southern access to Sea-Tac International Airport (the "Airport"); and

WHEREAS, traffic growth is increasing at the airport and in surrounding areas; and

WHEREAS, the 1989 Sea-Tac Area Update adopted by the King County Council endorsed the development of the South Access Project; and

WHEREAS, the City of Sea-Tac is expected to incorporate in 1990, pursuant to a public election authorizing such incorporation, in an area that includes a portion of the South Access Project area; and

WHEREAS, Pacific International Center Properties, Inc., Winmar Company, Inc, South SeaTac Development Company, Inc., Equitable Capital Group, Inc., Seattle Christian School, Highline School District No. 401, SeaTac Partners, Alaska Airlines, Port of Seattle, King County, Washington State Department of Transportation, and the City of SeaTac (the "Parties") agree that integrated transportation planning for a south access route to the airport and for related improvements to the surface road network in the area south of the Airport are of vital importance; and

WHEREAS, the Parties recognize that joint participation between representatives of agencies with jurisdiction, and major property owners in the area is essential to effectively plan for the South Access Project; and

WHEREAS, the Parties are prepared to commence with this planning work by entering into an Agreement to commit resources, in the form of staff involvement and/or financial participation.

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

Section 1. The Executive Director of the Port of Seattle is hereby authorized to execute an agreement with the Parties in substantially the form attached hereto as Attachment "1" and by this reference incorporated herein, and directed to impress the official seal of the Port of Seattle thereon.

Section 2. Staff is authorized to take all necessary actions to fulfill the terms of the agreement including continuing the planning process, collecting and administering project funds, and retaining outside professional services and awarding professional services contracts with those project funds on behalf of the Parties to the Agreement.

Section 3. A copy of the final executed agreement shall be attached to this resolution as Attachment "2" and by this reference incorporated herein.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 14th day of November 1989, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.

Patricia Davis
Bob Blue
Jim Wright
Paige R. Miller
Port Commissioners

ATTACHMENT "1"
TO
RESOLUTION NO. 3056
AGREEMENT

THIS AGREEMENT is dated, for reference purposes only, as of this 18th day of September, 1989, by and among the parties who have set forth their signatures on the signature pages hereto.

WHEREAS, the parties to this Agreement agree that integrated transportation planning for a south access route to Seattle-Tacoma International Airport, including a transportation connection to Interstate 5, and for related improvements to the surface road network in the area south of the Airport (the "South Access Project") are of vital importance, and

WHEREAS, the King County Council recently adopted the SeaTac Area Update Plan, which endorses the development of the South Access Project, to enhance access to Seattle-Tacoma International Airport and Interstate 5, and to serve the future development of preferred land uses in the "Business Park" area identified in the SeaTac Area Update Plan; and

WHEREAS, the parties recognize that joint participation between representatives of the agencies with jurisdiction and property owners in the area is essential in undertaking planning for the South Access Project and in seeking to achieve solutions to transportation issues in that area; and

WHEREAS, the parties are prepared to commit resources, in the form of staff involvement and/or financial participation, to allow this planning work to proceed, and

WHEREAS, the City of SeaTac is included herein as a signatory party because of its expected incorporation in 1990, pursuant to a public election authorizing such incorporation, in an area that includes a portion of the South Access Project area.

NOW, THEREFORE, the undersigned parties hereby enter into this Agreement to establish their respective roles in planning for the South Access Project.

1 Parties. The initial parties to this Agreement shall be as follows.

a. Agencies with Jurisdiction Agencies with jurisdiction are those entities that exercise regulatory control over portions of the South Access Project:

Port of Seattle (POS)
King County (County)

Washington State Department of Transportation
(WSDOT)
City of SeaTac (City)

b. Property Owners. Property owners are certain interested entities that own or lease property in the South Access Project area

Pacific International Center Properties, Inc
Winmar Company, Inc.
South SeaTac Development Company, Inc
Equitable Capital Group, Inc
Seattle Christian School
Highline School District No. 401
SeaTac Partners
Alaska Airlines
Port of Seattle

2. Description of Work and Study Area. The planning work to be undertaken pursuant to this Agreement is described in Exhibit A attached hereto. The study area for purposes of this planning work shall be the area shown in Exhibit B attached hereto.

3. Administration of Funds; Access to Records. Funds contributed by parties pursuant to this Agreement shall be collected, administered and disbursed by POS. POS shall maintain accurate records with respect to such funds. Disbursements by POS from such funds shall be in payment for services performed in accordance with the work described in Exhibit A. Each party, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of such records with respect to all matters covered by this Agreement. Each party and any of its representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the South Access Project shall be retained by POS for three years after completion of the South Access Project or termination of this Agreement. Copies thereof shall be furnished if requested.

4. Contributions to Planning Efforts. Each party shall contribute certain financial and/or other resources for the South Access Project. The parties' respective initial monetary contributions to the funding of planning work for the South Access Project are shown on Exhibit C attached hereto. Such initial contributions shall be paid within 90 days of the date

this Agreement becomes effective, as defined in Section 14 below, or, if the contributing party executes this Agreement after the effective date hereof, within 90 days of such execution; except that WSDOT shall be obligated to pay only after receipt of a request for payment of WSDOT's proportionate share, up to the amount of its initial contribution shown on Exhibit C, of planning work actually performed pursuant to this Agreement. Any party may, but is not required to, make additional contributions for the South Access Project at any time. Such initial and additional contributions shall be collected and administered by POS in accordance with the provisions of Sections 3 and 5 hereof.

Agencies with jurisdiction shall also contribute staffing and management resources to the planning work for the South Access Project described in Exhibit A attached hereto, as necessary to further the performance of such work.

5. Project Direction.

a. Steering Committee. Direction of the planning process for the South Access Project shall be conducted by a steering committee, the membership of which shall include a representative of each of the parties to this Agreement. More than one party may be represented by one steering committee member if all parties to be represented by that steering committee member consent to such joint representation. The steering committee shall meet regularly to administer the work described in Exhibit A and POS' administration of the Project, and to review the work performed by Project consultants. Steering committee members shall be paid, if at all, by their respective employers and shall not be paid from Project funds contributed pursuant to this Agreement.

b. County/City Jurisdiction. The County shall carry forward the process for road improvement district financing for those portions of the South Access Project not subject to POS jurisdiction until the effective date of the City's incorporation, at which time the County will turn the process over to the City to carry forward as local improvement district financing for such portions of the South Access Project.

c. Project Administration by POS. POS shall be the Project administrative agency with respect to selection, retention and ongoing oversight of Project consultants and collection and administration of Project funds.

6. Project Results. Project consultants will prepare and submit the results of their work to the South Access Project steering committee, which shall review such results and identify the next step that the steering committee believes should be undertaken concerning the Project.

7 Public Meetings The steering committee shall hold periodic public advisory meetings on the status of the planning work for the South Access Project and to solicit public comment

8. Contracting with Consultants and Appraiser. POS, with the recommendations and advice of the steering committee, will select and contract directly with a project coordinator, transportation engineer, consulting engineer, qualified appraisal firm, and such other consultants and services as may be necessary, for preliminary engineering work, special benefits analysis, and other preconstruction services for the South Access Project. POS shall not be required to obtain steering committee approval of the terms and conditions of individual consultant contracts and any amendments thereto, provided that said contracts and amendments thereto shall be within the scope of work described in Exhibit A hereto and shall provide for a cost not to exceed, an expense schedule for the work, a completion date, and termination provisions consistent with those set forth in this Agreement. POS shall, however, make all such contracts and amendments available to the steering committee

9. Termination.

(a) Any party may terminate its rights and obligations under this Agreement by at least thirty (30) days' prior written notice to the other parties hereto. After such termination, the terminating party shall be entitled to reimbursement of funds contributed by it pursuant to this Agreement, less such party's pro rata share of any amounts expended or obligated as of the date of such termination for the performance of the planning work described in Exhibit A hereto. This Agreement shall continue in effect as to all non-terminating parties

(b) If not sooner terminated, this Agreement shall terminate two years from the date hereof, unless extended by agreement of all the then-remaining parties. In the event of such termination, the parties shall be required to use any remaining Project funds contributed to POS to complete all payments to consultants hired under Section 8 above for work actually performed through the date of notice of termination given to the respective consultant. Any funds remaining after payment of all such obligations shall be divided among the parties in proportion to their respective initial contributions.

10. No Guaranty. Nothing in this Agreement shall be construed so as (a) to create an obligation by any of the parties individually, or the parties collectively, to complete any of the work outlined in Exhibit A or to provide funds in excess of those shown in Exhibit C; (b) to create any liability in any party hereto to fund, implement or construct any recommendations

resulting from the planning work performed pursuant to this Agreement by virtue of their participation in the planning process for the South Access Project; (c) to create any relationship of joint venturer or partnership among the parties; or (d) to create on behalf of another entity or individual, not party to this Agreement, any right of action in connection with this Agreement

11. No Reimbursement. The parties acknowledge that no party shall have a right under this Agreement to reimbursement of or credit for any funds paid pursuant hereto, except as provided in Section 9 above in the event of termination. The parties shall cooperate, however, in seeking to obtain reimbursement of or credit against assessments for such funds from any road improvement district or local improvement district formed to construct the South Access Project.

12. Ownership of Work Product. The parties agree that the special benefits study and all designs, studies and related documents prepared in connection with this Agreement shall be the property of the parties. All parties shall be entitled to obtain duplicate copies of the work product and make full use of it. In addition, the parties shall seek to obtain review and approval of all work product under this Agreement from the King County Department of Public Works, the City of SeaTac subsequent to its incorporation, and any other agency with jurisdiction over the road or local improvement district.

13. Limitation of Liability. Neither the steering committee nor its members shall be responsible for the acts or omissions of POS or any consultants retained to provide services in connection with such planning work. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of any party's liability for costs of the planning work performed under this Agreement shall be equal to such party's initial contribution shown on Exhibit C.

14. Effectiveness. This Agreement shall be effective upon, and only upon, the execution hereof by all major contributors to the costs of the planning work described in Exhibit A. "Major contributors" shall mean each of the County, WSDOT, Equitable Capital Group, Inc., Pacific International Center Properties, Inc., Winmar Company, Inc., and POS.

15. Severability The unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

16. Amendment. This Agreement contains the entire understanding of the parties with respect to the matters set

forth herein, and may not be modified except by a writing executed by all parties hereto, except that additional parties may be added to this Agreement with the prior approval of the South Access Project steering committee.

17. Governing Law This Agreement shall be construed in accordance with the laws of the State of Washington.

18. Counterparts This Agreement may be executed in two or more counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PORT OF SEATTLE

ALASKA AIRLINES

By _____
Its _____
Date _____

By _____
Its _____
Date _____

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

SEATAC PARTNERS

By _____
Its _____
Date _____

By _____
Its _____
Date _____

WINMAR COMPANY, INC.

KING COUNTY

By _____
Its _____
Date _____

By _____
Its _____
Date _____

SOUTH SEATAC DEVELOPMENT COMPANY, INC.

CITY OF SEATAC

By _____
Its _____
Date _____

By _____
Its _____
Date _____

SEATTLE CHRISTIAN SCHOOL

EQUITABLE CAPITAL GROUP, INC

By _____
Its _____
Date _____

By _____
Its _____
Date _____

HIGHLINE SCHOOL DISTRICT
NO. 401

PACIFIC INTERNATIONAL CENTER
PROPERTIES, INC.

By _____
Its _____
Date _____

By _____
Its _____
Date _____

EXHIBIT A

Scope of Services

1. **Civil Engineering**
Conceptual design of roadway alignment alternatives; preparation of preliminary cost estimates; attendance at steering committee and public meetings.
2. **Special Benefit Analysis**
Determination of study area boundaries; data collection on each parcel within the boundary; establishment of assumptions and study methodology; estimates of right-of-way acquisition costs; preparation of preliminary assessment roll; attendance at steering committee and public meetings.
3. **Traffic Engineering**
Develop corridor-level traffic model; evaluate and refine alignment alternatives for conceptual design and cost estimating purposes; develop design hourly volumes; estimate traffic flow patterns; attendance at steering committee and public meetings.
4. **Financial Analysis**
Determine project financing requirements; propose a public-private financing strategy; brief Sea-Tac City Council regarding LID formation issues; assemble documents required for LID information; attendance at steering committee and public meetings.
5. **Public Involvement**
Coordinate and attend public meetings; work with POS staff to develop informational literature.
6. **Miscellaneous Professional Services**
Site planning, urban design, and legal analysis services as required by the steering committee.

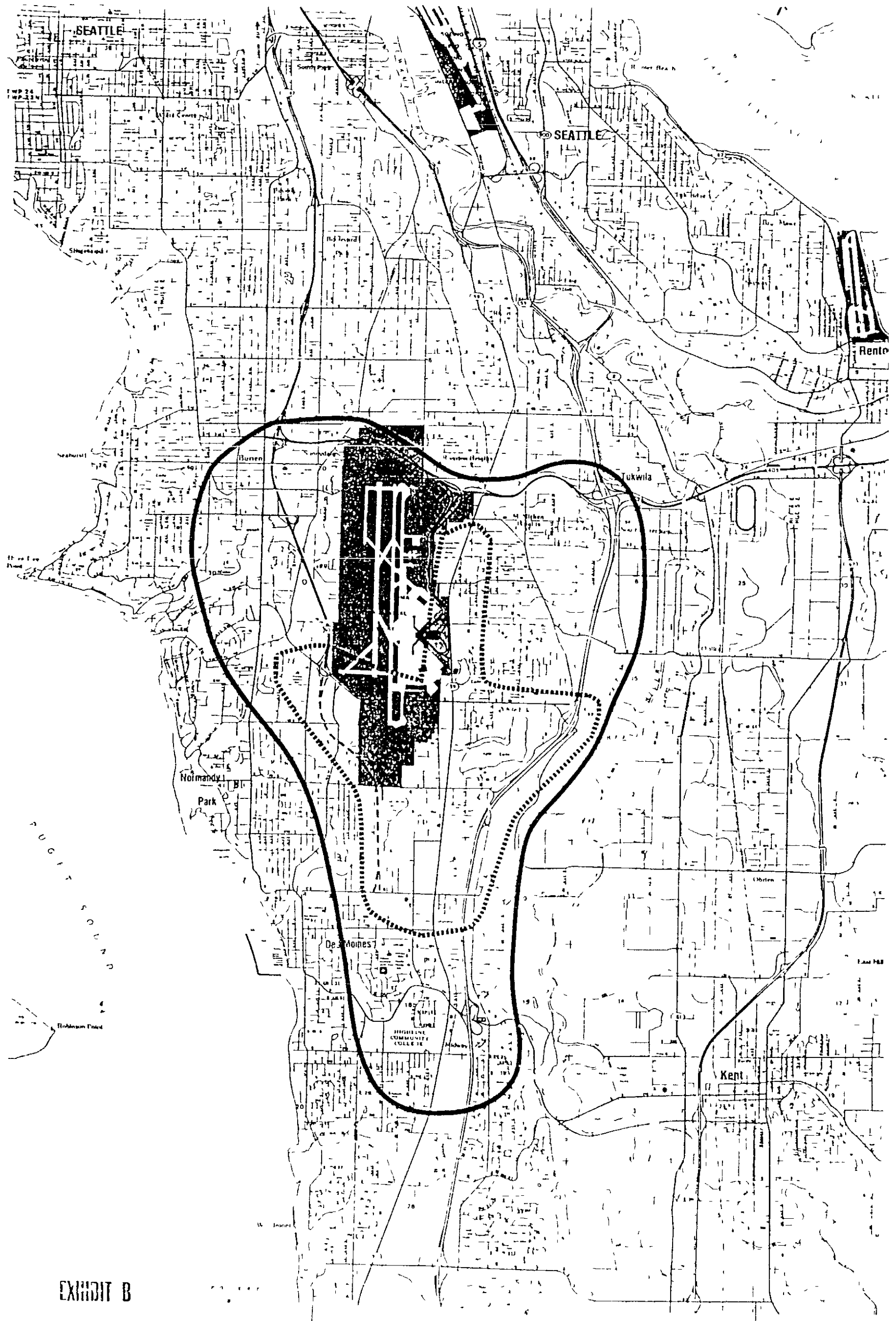


EXHIBIT B

EXHIBIT C
INITIAL CONTRIBUTIONS

<u>PARTY</u>	<u>INITIAL CONTRIBUTION</u>
Port of Seattle	\$65,000
Washington State Department of Transportation	5,000
Alaska Airlines	TBD
SeaTac Partners	TBD
Winmar Company, Inc and South SeaTac Development Company (collectively)	65,000
King County	10,000
City of SeaTac	TBD
Seattle Christian School	TBD
Equitable Capital Group, Inc and Pacific International Center Properties, Inc. (collectively)	65,000

TBD = To Be Determined

LU-184

1

09/18/89

ATTACHMENT "2"
TO
RESOLUTION NO. 3056

AGREEMENT

THIS AGREEMENT is dated, for reference purposes only, as of this 18th day of September, 1989, by and among the parties who have set forth their signatures on the signature pages hereto.

WHEREAS, the parties to this Agreement agree that integrated transportation planning for a south access route to Seattle-Tacoma International Airport, including a transportation connection to Interstate 5, and for related improvements to the surface road network in the area south of the Airport (the "South Access Project") are of vital importance; and

WHEREAS, the King County Council recently adopted the SeaTac Area Update Plan, which endorses the development of the South Access Project, to enhance access to Seattle-Tacoma International Airport and Interstate 5, and to serve the future development of preferred land uses in the "Business Park" area identified in the SeaTac Area Update Plan; and

WHEREAS, the parties recognize that joint participation between representatives of the agencies with jurisdiction and property owners in the area is essential in undertaking planning for the South Access Project and in seeking to achieve solutions to transportation issues in that area; and

WHEREAS, the parties are prepared to commit resources, in the form of staff involvement and/or financial participation, to allow this planning work to proceed; and

WHEREAS, the City of SeaTac is included herein as a signatory party because of its expected incorporation in 1990, pursuant to a public election authorizing such incorporation, in an area that includes a portion of the South Access Project area.

NOW, THEREFORE, the undersigned parties hereby enter into this Agreement to establish their respective roles in planning for the South Access Project:

1. Parties. The initial parties to this Agreement shall be as follows:

a. Agencies with Jurisdiction. Agencies with jurisdiction are those entities that exercise regulatory control over portions of the South Access Project:

Port of Seattle (POS)
King County (County)

Washington State Department of Transportation
(WSDOT)
City of SeaTac (City)

b. Property Owners. Property owners are certain interested entities that own or lease property in the South Access Project area:

Pacific International Center Properties, Inc.
Winmar Company, Inc.
South SeaTac Development Company, Inc.
Equitable Capital Group, Inc.
Seattle Christian School
Highline School District No. 401
SeaTac Partners
Alaska Airlines
Port of Seattle

2. Description of Work and Study Area. The planning work to be undertaken pursuant to this Agreement is described in Exhibit A attached hereto. The study area for purposes of this planning work shall be the area shown in Exhibit B attached hereto.

3. Administration of Funds; Access to Records. Funds contributed by parties pursuant to this Agreement shall be collected, administered and disbursed by POS. POS shall maintain accurate records with respect to such funds. Disbursements by POS from such funds shall be in payment for services performed in accordance with the work described in Exhibit A. Each party, and any of its representatives, shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of such records with respect to all matters covered by this Agreement. Each party and any of its representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement. All documents, papers, accounting records and other material pertaining to costs incurred in connection with the South Access Project shall be retained by POS for three years after completion of the South Access Project or termination of this Agreement. Copies thereof shall be furnished if requested.

4. Contributions to Planning Efforts. Each party shall contribute certain financial and/or other resources for the South Access Project. The parties' respective initial monetary contributions to the funding of planning work for the South Access Project are shown on Exhibit C attached hereto. Such initial contributions shall be paid within 90 days of the date

this Agreement becomes effective, as defined in Section 14 below, or, if the contributing party executes this Agreement after the effective date hereof, within 90 days of such execution; except that WSDOT shall be obligated to pay only after receipt of a request for payment of WSDOT's proportionate share, up to the amount of its initial contribution shown on Exhibit C, of planning work actually performed pursuant to this Agreement. Any party may, but is not required to, make additional contributions for the South Access Project at any time. Such initial and additional contributions shall be collected and administered by POS in accordance with the provisions of Sections 3 and 5 hereof.

Agencies with jurisdiction shall also contribute staffing and management resources to the planning work for the South Access Project described in Exhibit A attached hereto, as necessary to further the performance of such work.

5. Project Direction.

a. Steering Committee. Direction of the planning process for the South Access Project shall be conducted by a steering committee, the membership of which shall include a representative of each of the parties to this Agreement. More than one party may be represented by one steering committee member if all parties to be represented by that steering committee member consent to such joint representation. The steering committee shall meet regularly to administer the work described in Exhibit A and POS' administration of the Project, and to review the work performed by Project consultants. Steering committee members shall be paid, if at all, by their respective employers and shall not be paid from Project funds contributed pursuant to this Agreement.

b. County/City Jurisdiction. The County shall carry forward the process for road improvement district financing for those portions of the South Access Project not subject to POS jurisdiction until the effective date of the City's incorporation, at which time the County will turn the process over to the City to carry forward as local improvement district financing for such portions of the South Access Project.

c. Project Administration by POS POS shall be the Project administrative agency with respect to selection, retention and ongoing oversight of Project consultants and collection and administration of Project funds.

6. Project Results. Project consultants will prepare and submit the results of their work to the South Access Project steering committee, which shall review such results and identify the next step that the steering committee believes should be undertaken concerning the Project.

7. Public Meetings. The steering committee shall hold periodic public advisory meetings on the status of the planning work for the South Access Project and to solicit public comment.

8. Contracting with Consultants and Appraiser. POS, with the recommendations and advice of the steering committee, will select and contract directly with a project coordinator, transportation engineer, consulting engineer, qualified appraisal firm, and such other consultants and services as may be necessary, for preliminary engineering work, special benefits analysis, and other preconstruction services for the South Access Project. POS shall not be required to obtain steering committee approval of the terms and conditions of individual consultant contracts and any amendments thereto, provided that said contracts and amendments thereto shall be within the scope of work described in Exhibit A hereto and shall provide for a cost not to exceed, an expense schedule for the work, a completion date, and termination provisions consistent with those set forth in this Agreement. POS shall, however, make all such contracts and amendments available to the steering committee.

9. Termination.

(a) Any party may terminate its rights and obligations under this Agreement by at least thirty (30) days' prior written notice to the other parties hereto. After such termination, the terminating party shall be entitled to reimbursement of funds contributed by it pursuant to this Agreement, less such party's pro rata share of any amounts expended or obligated as of the date of such termination for the performance of the planning work described in Exhibit A hereto. This Agreement shall continue in effect as to all non-terminating parties

(b) If not sooner terminated, this Agreement shall terminate two years from the date hereof, unless extended by agreement of all the then-remaining parties. In the event of such termination, the parties shall be required to use any remaining Project funds contributed to POS to complete all payments to consultants hired under Section 8 above for work actually performed through the date of notice of termination given to the respective consultant. Any funds remaining after payment of all such obligations shall be divided among the parties in proportion to their respective initial contributions.

10. No Guaranty. Nothing in this Agreement shall be construed so as (a) to create an obligation by any of the parties individually, or the parties collectively, to complete any of the work outlined in Exhibit A or to provide funds in excess of those shown in Exhibit C; (b) to create any liability in any party hereto to fund, implement or construct any recommendations

resulting from the planning work performed pursuant to this Agreement by virtue of their participation in the planning process for the South Access Project, (c) to create any relationship of joint venturer or partnership among the parties; or (d) to create on behalf of another entity or individual, not party to this Agreement, any right of action in connection with this Agreement.

11. No Reimbursement. The parties acknowledge that no party shall have a right under this Agreement to reimbursement of or credit for any funds paid pursuant hereto, except as provided in Section 9 above in the event of termination. The parties shall cooperate, however, in seeking to obtain reimbursement of or credit against assessments for such funds from any road improvement district or local improvement district formed to construct the South Access Project.

12. Ownership of Work Product. The parties agree that the special benefits study and all designs, studies and related documents prepared in connection with this Agreement shall be the property of the parties. All parties shall be entitled to obtain duplicate copies of the work product and make full use of it. In addition, the parties shall seek to obtain review and approval of all work product under this Agreement from the King County Department of Public Works, the City of SeaTac subsequent to its incorporation, and any other agency with jurisdiction over the road or local improvement district.

13. Limitation of Liability. Neither the steering committee nor its members shall be responsible for the acts or omissions of POS or any consultants retained to provide services in connection with such planning work. Notwithstanding any other provision of this Agreement to the contrary, the maximum amount of any party's liability for costs of the planning work performed under this Agreement shall be equal to such party's initial contribution shown on Exhibit C.

14. Effectiveness. This Agreement shall be effective upon, and only upon, the execution hereof by all major contributors to the costs of the planning work described in Exhibit A. "Major contributors" shall mean each of the County, WSDOT, Equitable Capital Group, Inc., Pacific International Center Properties, Inc., Winmar Company, Inc., and POS.

15. Severability. The unenforceability for any reason of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

16. Amendment. This Agreement contains the entire understanding of the parties with respect to the matters set

forth herein, and may not be modified except by a writing executed by all parties hereto, except that additional parties may be added to this Agreement with the prior approval of the South Access Project steering committee.

17. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Washington.

18. Counterparts. This Agreement may be executed in two or more counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

PORT OF SEATTLE

By [Signature]
Its Zeger J. van Asch van Wijck
Executive Director

Date January 4, 1990

ALASKA AIRLINES, INC.

By Clifford T. Argue
Its CLIFFORD T ARGUE
STAFF VICE PRESIDENT
PROPERTIES & FACILITIES
Date 12-20-89
ASA Contract # 89-271

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

By [Signature]
Its Asst. Sec. for Program Develop.

Date 11-22-89

SEATAC PARTNERS

By [Signature]
Its PARTNER
Date 12/15/89

WINMAR COMPANY, INC.

By [Signature]
Its President

Date 10-2-89

KING COUNTY

By [Signature]
Its KING COUNTY EXECUTIVE
Date DEC 27 1989

SOUTH SEATAC DEVELOPMENT COMPANY, INC.

By [Signature]
Its President

Date 10-2-89

App'd as to form Bradley J. Heller
CITY OF SEATAC DPA 12/20/89

By _____
Its _____
Date _____

SEATTLE CHRISTIAN SCHOOL

By _____
Its _____
Date _____

EQUITABLE CAPITAL GROUP, INC.

By [Signature]
Its Vice President/Treasurer
Date 9/20/89

HIGHLINE SCHOOL DISTRICT
NO. 401

By [Signature]
Its Sup
Date 12/14/89

PACIFIC INTERNATIONAL CENTER
PROPERTIES, INC.

By [Signature]
Its President
Date 9/21/89

RATIFICATION OF SOUTH ACCESS PROJECT AGREEMENT

In consideration of the November 17, 1989 Resolution of the South Access Project Steering Committee (attached hereto as Exhibit "A" and incorporated herein by reference), and the recitals contained in that certain Agreement regarding the planning process for the South Access Project referred to in the Resolution, attached hereto as Exhibit "B" and incorporated herein by reference (the "South Access Project Agreement"), the City of Des Moines ("Des Moines") hereby ratifies and approves the South Access Project Agreement and agrees to the following:

1. Des Moines shall be a party to and be bound by the terms and conditions of the South Access Project Agreement in the same manner as the original parties thereto.
2. Des Moines shall make an initial monetary contribution to the planning process of \$5,000, payable in accordance with the terms of the South Access Project Agreement.

EXECUTED this 22 day of Dec, 1989.

THE CITY OF DES MOINES

By

Title

Greg Lathrop
CITY MANAGER

CJS-57

12/11/89

-1-

RATIFICATION OF SOUTH ACCESS PROJECT AGREEMENT

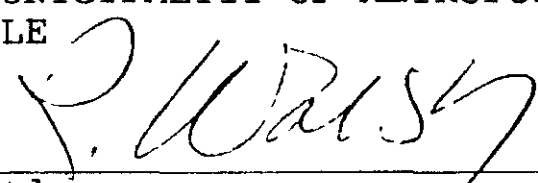
In consideration of the November 17, 1989 Resolution of the South Access Project Steering Committee (attached hereto as Exhibit "A" and incorporated herein by reference), and the recitals contained in that certain Agreement regarding the planning process for the South Access Project referred to in the Resolution, attached hereto as Exhibit "B" and incorporated herein by reference (the "South Access Project Agreement"), The Municipality of Metropolitan Seattle ("Metro") hereby ratifies and approves the South Access Project Agreement and agrees to the following:

1. Metro shall be a party to and be bound by the terms and conditions of the South Access Project Agreement in the same manner as the original parties thereto.

2. Metro shall make an initial monetary contribution to the planning process of \$5,000, payable in accordance with the terms of the South Access Project Agreement. Metro shall contribute an additional \$5,000 upon the satisfaction of the criteria stated in the letter dated November 17, 1989 from Bob Flor, Market Development Planner, attached hereto as Exhibit "C" and incorporated herein by reference.

EXECUTED this 15th day of December, 1989.

THE MUNICIPALITY OF METROPOLITAN
SEATTLE

By 
Title Manager, Service Developme