



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 11, 2012**

**Ordinance 17502**

**Proposed No. 2012-0382.2**

**Sponsors Hague, Ferguson, Patterson, Dunn  
and von Reichbauer**

1           AN ORDINANCE approving and authorizing the King  
2           County executive to enter into an intergovernmental land  
3           transfer agreement with the city of Redmond.

4           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5           SECTION 1. Findings:

6           A. The Eastside Rail Corridor("the ERC"), formerly referred to as the Burlington  
7 Northern-Santa Fe Rail ("BNSF") rail line corridor, is a forty-two mile railroad corridor  
8 that extends south from the city of Snohomish in Snohomish county to the cities of  
9 Renton and Redmond in King County, passing through unincorporated King County and  
10 the cities of Woodinville, Kirkland, Bellevue, Renton and Redmond.

11           B. The ERC is a regional asset that through ongoing public ownership can be  
12 managed to support shared objectives of a vibrant, growing community including  
13 building a world-class regional transportation system meeting a variety of rail and trail  
14 mobility needs and supporting the efficient provision of utility services.

15           C. In November 2009, King County entered into a memorandum of  
16 understanding ("MOU") with partners the Port of Seattle, Sound Transit, the city of  
17 Redmond, the Cascade Water Alliance and Puget Sound Energy to work together to  
18 secure property interests in the ERC in support of transportation, recreation and utility  
19 uses.

20 D. In May 2008, the Port of Seattle, BNSF and King County executed a purchase  
21 and sale agreement and donation agreement that allowed the Port of Seattle to purchase  
22 the ERC, called for an agreement between King County and BNSF for "railbanking" of  
23 the ERC south of milepost 23.8 and over the entire spur and called for the Port of Seattle  
24 to grant a multipurpose easement to King County over the railbanked portion of the ERC.  
25 At the same time, King County executed an interlocal agreement with the Port of Seattle  
26 to acquire the multipurpose easement for one million, nine hundred three thousand  
27 dollars. In December 2009, BNSF conveyed the ERC to the Port of Seattle and the Port  
28 of Seattle conveyed the multipurpose easement to King County.

29 E. Pursuant to the federal National Trails Act and its implementing regulations,  
30 16 U.S.C. 1247(d) and 49 C.F.R. 1152.29, in December 2009 King County entered into  
31 an interim trail use agreement with BNSF Railway Company to railbank the ERC from  
32 Woodinville to Renton as well as the Redmond spur of the ERC from Woodinville to  
33 Redmond, subject to reactivation for the resumption of interstate freight service. The  
34 interim trail use agreement designated King County as the interim trail user for  
35 railbanking purposes.

36 F. In June 2010, the city of Redmond acquired from the Port of Seattle fee  
37 ownership within the Redmond spur segment within the city, from milepost 3.4 to  
38 milepost 7.3, subject to King County's multipurpose easement.

39 G. In April 2012, Sound Transit acquired from the city of Redmond easements to  
40 develop and operate light rail rapid transit facilities on the city-owned segment of the  
41 Redmond spur.

42 H. King County has developed, maintains and is seeking to further develop a  
43 world-class regional trail system that provides an important mode of transportation and  
44 recreation opportunity for a diverse and growing population.

45 I. King County has developed, maintains and anticipates the need to expand its  
46 world-class wastewater treatment system, which currently includes conveyance facilities  
47 that run within and cross the ERC, including portions of the Redmond spur.

48 J. The city of Redmond has developed and is implementing a plan to build a trail  
49 on the city-owned segment of the Redmond spur, from milepost 3.4 to 7.3, and the city  
50 desires to become the interim trail user and assume railbanking obligations for that  
51 segment of the Redmond spur.

52 K. By granting Sound Transit easements for light rail and other high capacity  
53 transit facilities and by entering into the intergovernmental land transfer agreement  
54 approved by this ordinance, the city of Redmond is committing to carry out its trail use  
55 subject to and in a manner that will not interfere with the ability of Sound Transit to use  
56 the ERC within the city of Redmond for high capacity transit purposes.

57 L. It is in the interest of King County and the city of Redmond to execute an  
58 intergovernmental land transfer agreement to further the interests of the parties regarding  
59 the Redmond Spur and to better align their respective property rights and obligations with  
60 their existing and intended uses of the Redmond Spur. The property interests in the ERC  
61 within the city of Redmond that will be held by King County, Sound Transit and the city  
62 of Redmond are intended by these entities to implement the November 2009 MOU vision  
63 to share the ERC for public transportation, trail and utility uses in a manner that allows

64 each entity to achieve its purposes and attempts to avoid any frustration of those  
65 purposes.

66 M. Chapter 39.33 RCW, and K.C.C. 4.56.140 contemplate that King County may  
67 enter into a transaction to convey or otherwise dispose of real property or real property  
68 interests to another unit of government on such terms and conditions as may be mutually  
69 agreed upon.

70 N. The high capacity transportation, regional trail and county wastewater  
71 facilities that are to be located in the ERC will be of significant public benefit and  
72 constitute essential public facilities. As essential public facilities, these transportation,  
73 trail and wastewater uses are subject to the requirements of the Growth Management Act,  
74 chapter 36.70A RCW.

75 SECTION 2. A. The King County council hereby approves King County's  
76 relinquishment of its multipurpose easement rights and certain other property interests in  
77 a portion of the Redmond spur in exchange for other utility easement rights and interests  
78 to be granted to King County and trail- and railbanking-related obligations to be  
79 undertaken by the city of Redmond, consistent with an intergovernmental land transfer  
80 agreement substantially in the form of Attachment A to this ordinance.

81 B. The King County executive is hereby authorized to execute an  
82 intergovernmental land transfer agreement substantially in the form of Attachment A to

83 this ordinance, and to implement the terms of this agreement and to execute any  
84 documents necessary to carry out the transaction authorized by this ordinance.  
85

Ordinance 17502 was introduced on 9/24/2012 and passed by the Metropolitan King County Council on 12/10/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Dunn and Mr. McDermott  
No: 0  
Excused: 1 - Mr. Ferguson

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 20 day of December, 2012.

  
\_\_\_\_\_  
Dow Constantine, County Executive

RECEIVED  
2012 DEC 21 AM 10:04  
CLERK  
KING COUNTY COUNCIL

**Attachments:** A. Revised Intergovernmental Land Transfer Agreement between the City of Redmond and King County,

**INTERGOVERNMENTAL LAND TRANSFER AGREEMENT  
BETWEEN  
THE CITY OF REDMOND AND KING COUNTY**

**RELATING TO THE RAILBANKED SEGMENT OF THE REDMOND SPUR WITHIN THE CITY OF  
REDMOND**

This Intergovernmental Land Transfer Agreement ("Agreement") is made and entered by and between the City of Redmond, a Washington municipal corporation ("City") and King County, a political subdivision of the State of Washington ("County"). Together, the City and the County are referred to herein as "Parties" and individually as a "Party." This Agreement shall be effective upon legislatively authorized signature by both Parties.

WHEREAS on December 18, 2009, the Port of Seattle ("Port") acquired from BNSF Railway Company ("BNSF") the Eastside Rail Corridor ("Corridor"), including a spur line of the Woodinville Subdivision running from approximately Mile Post 0.0 in the City of Woodinville to Mile Post 7.3 in the City of Redmond (the "Redmond Spur").

WHEREAS the Surface Transportation Board ("STB") issued Notices of Interim Trail Use ("NITU") for the Corridor (including the Redmond Spur pursuant to STB Docket No. AB-6 (Sub-No. 463X)), pursuant to which the County was approved as the "Interim Trail User" by the STB for the purpose of "railbanking" the Corridor, and County is accordingly subject to certain legal obligations related to the Corridor which are referred to herein as the "Railbanking Obligations." The Railbanking Obligations consist of those obligations imposed pursuant to Section 8(d) of the National Trails System Act, also known as the Rails-to-Trails Act, 16 U.S.C. 1247(d), and 49 C.F.R. 1152.29.

WHEREAS, by order issued in STB Finance Docket No. 35148 (decided September 17, 2009) King County also holds the residual common carrier rights and obligations affecting the Corridor, including the right to reactivate rail service on the Redmond Spur.

WHEREAS in conjunction with the Port's acquisition of the Corridor, the Port granted the County an easement ("Multipurpose Easement") authorizing the County to develop and operate a public hard-and/or soft-surface regional trail in the Corridor (including the Redmond Spur) and otherwise carry out its Railbanking Obligations. A copy of the Multipurpose Easement is attached hereto as Exhibit A-1.

WHEREAS the County, as successor in interest to the Municipality of Metropolitan Seattle, holds a license from BNSF for the construction and operation of the NW Lake Sammamish sewer interceptor line over a portion of the Redmond Spur (the "NW Lake Sammamish Interceptor License"). A copy of the NW Lake Sammamish Interceptor License is attached hereto as set forth in Exhibit A-2.

WHEREAS, on June 30, 2010 the City acquired from the Port the Port's interest in the portion of the Redmond Spur that is located within the City ("City Segment"). The City Segment

is legally described in the deed to the City, which is attached hereto in Exhibit B.

WHEREAS, the County desires to obtain an easement from the City for the future installation of a storm water line over a portion of the City Segment and certain surrounding property owned by the City ("Additional Easement");

WHEREAS, the City is willing to grant the Additional Easement in exchange for (i) the replacement of the NW Lake Sammamish Interceptor License with an easement ("NW Lake Sammamish Interceptor Easement"), and (ii) the termination of the Multipurpose Easement as it relates to the City Segment;

WHEREAS, the City is willing to enter into certain covenants with the County to build and maintain a public multipurpose trail on the City Segment;

WHEREAS, the County and the City intend to cooperate to seek STB authorization for the City to assume the role of Interim Trail User for the City Segment;

WHEREAS, the Parties have negotiated the terms and conditions under which the City will convey the Additional Easement to the County, the County will extinguish the Multipurpose Easement as it pertains to the City Segment, and the City will grant the NW Lake Sammamish Interceptor Easement, and the Parties desire to document those terms and conditions through a binding agreement;

WHEREAS King County Code Section 26.12.010.G. restricts the County's authority to convey the Multipurpose Easement in the Redmond Spur, and given the restriction on conveyance the marketability of the Public Multipurpose Easement in the Redmond Spur is limited; and

WHEREAS Title 39 RCW Chapter 33 authorizes the City and the County to undertake intergovernmental dispositions of real property and interests in real property; NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County agree as follows:

**1. Conveyance of Additional Easement and NW Lake Sammamish Interceptor Easement; Termination of Multipurpose Easement and NW Lake Sammamish Interceptor License.**

**1.1** In order for the City to grant the Additional Easement and the NW Lake Sammamish Interceptor Easement and for the County to terminate and release the Multipurpose Easement as to the City Segment and the NW Lake Sammamish Interceptor License, the Parties will execute, deliver and record the "Grant of Utility Easements/Termination of Prior License and Quit Claim Deed/Partial Termination of Multipurpose Easement" ("Grant and Quitclaim"), in the form attached hereto in Exhibit C.

1.2 Effective upon mutual execution of the Grant and Quitclaim, each Party hereby releases the other Party from any claims, liabilities, damages or expenses of any nature arising from or relating to, directly or indirectly, the Multipurpose Easement or the NW Lake Sammamish Interceptor License.

**2. Railbanking Provisions; Transfer of Interim Trail User Status; Reactivation of Rail Service.**

2.1 Subject to any order issued by the Surface Transportation Board or any other court or government agency with jurisdiction, King County will retain the residual common carrier rights and obligations affecting the Redmond Spur, including the right to reactivate rail service. King County covenants that it will not initiate, support or otherwise consent to any petition to reactivate rail service on the City Segment.

2.2 Subject to reactivation of interstate freight rail service over the City Segment, which contingency is addressed in Article 2 of this Agreement, and subject to condemnation or eminent domain proceedings as provided by law, the portion of the City Segment formerly subject to the Multipurpose Easement shall be continued to be used for the purposes of K.C.C. 26.12.005 through K.C.C. 26.12.025 and in strict conformance with the uses authorized under RCW 84.34.020. The Parties agree that the City's obligations under this Section 2.2 shall be satisfied if the City fulfills the covenants in Sections 2.3 and 2.4 of this Agreement. The Parties further agree that if the City fulfills the covenants in Sections 2.3. and 2.4 of this Agreement then the City shall have no further obligation under this Section 2.2.

2.3 The City covenants to construct and maintain a public regional trail for public pedestrian and non-motorized uses upon the portion of the City Segment formerly subject to the Multipurpose Easement, subject however, to the Sound Transit Easement Agreements and the Third-Party Interests, as such terms are defined in Exhibit C, and to the terms of Article IV of Exhibit C.

2.4 The City covenants that it shall not make any voluntary conveyance of the fee interest in the portion of the City Segment formerly subject to the Multipurpose Easement unless the instrument of conveyance contains a covenant running with the land that is substantially similar to the covenant in Section 2.3 of this Agreement.

2.5 The covenants in Sections 2.3 and 2.4 of this Agreement shall be included in the Grant and Quit Claim, attached hereto as Exhibit C. In the event of any inconsistency between the terms of this Agreement and the Grant and Quit Claim, the terms of the latter shall control.

2.6 The City covenants that for so long as any portion of the City Segment is used for public multipurpose trail purposes, the City will not limit or restrict access to or use of the trail by non-city residents in any way that does not also apply to city residents. The City covenants that any and all user fees charged for any such trail, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees, shall be at the same rate for non-City residents as for the residents of the City.

**2.7** The County and the City acknowledge and agree that upon substitution of the City as the Interim Trail User for the City Segment, the City shall assume all Railbanking Obligations of the Interim Trail User as they apply to the City Segment, and the City shall not voluntarily initiate any proceedings with the STB to terminate the railbanked status of the City Segment. Further, the City shall not initiate any proceedings with the STB to assign or transfer its status as Interim Trail User without the express written consent of the County, which consent shall not be unreasonably withheld so long as the proposed replacement Interim Trail User is capable of satisfying the Railbanking Obligations and has executed or agreed to execute a Statement of Willingness to Assume Financial Responsibility, as required by the STB.

**2.8** The County shall have standing to enforce the covenants set forth in Sections 2.2 through 2.7. King County's sole remedy for breach of the covenants set forth in Sections 2.2 through 2.7 shall be to obtain an injunction of specific performance. King County hereby waives any right to damages or any other relief for breach of such covenants.

**2.9** Notwithstanding any provision of this Agreement to the contrary, the provisions of Sections 2.3 through 2.8 shall survive the closing contemplated herein and the execution and delivery of the Grant and Quit Claim.

**2.10** Within fifteen (15) days after the Legislative Approval Contingency set forth in Section 3.1 of this Agreement is satisfied, or such other interval as the Parties may agree, the Parties shall file jointly with the STB such notices and documents as are necessary to substitute the City for the County as Interim Trail User of the City Segment in conformance with 49 C.F.R. 1152.29(f), which transfer will be effective upon the Assignment of Trail Use Agreement referenced in Section 2.10, below. The filing shall include a Statement of Willingness to Assume Financial Responsibility executed by the City substantially in the form set forth in Exhibit D.

**2.11** Simultaneously with the execution of the Grant and Quitclaim, the County and the City shall execute an Assignment of Trail Use Agreement ("Assignment Agreement") for the City Segment in substantially the form attached hereto in Exhibit E, which Assignment Agreement shall have as an attachment the executed Statement of Willingness to Assume Financial Responsibility previously filed with the STB.

**2.12** The County and the City understand, acknowledge, and agree that if the STB receives a request to use all or any portion of the City Segment for federally regulated interstate freight rail service, the County and the City may each be required to, and will if so required, make available some or all of their respective interests in the City Segment to accommodate reactivated freight rail service.

### **3. Closing Contingencies.**

**3.1** Legislative Approval Contingency. This Agreement is contingent on the approval of each Party's respective legislative bodies. The City and the County shall promptly submit this Agreement to their respective legislative bodies. This Agreement shall automatically terminate and neither Party will have any further rights or obligations hereunder if both Parties have not

obtained effective legislative approval of this Agreement by December 31, 2012. This contingency will be automatically satisfied on the date when both Parties have obtained effective legislative approval of this Agreement.

3.2 STB Approval Contingency. This Agreement is contingent on an STB notice or decision approving or permitting the substitution of the City for the County as the Interim Trail User for the City Segment ("Approving Notice or Decision"). This Agreement shall automatically terminate and neither Party will have any further rights or obligations hereunder if the STB has not issued an effective Approving Notice or Decision by July 31, 2013. This contingency will be automatically satisfied on the effective date of an Approving Notice or Decision.

#### 4. **Closing.**

4.1 Closing Date. The closing of this transaction ("Closing") shall occur within thirty (30) days after satisfaction of the STB Approval Contingency or on such other date as the Parties may agree ("Date of Closing").

4.2 County Obligations. At or before Closing, the County shall deliver to the attorneys for the City, the following:

4.2.1 An executed Grant and Quit Claim in substantially the form attached hereto as Exhibit C;

4.2.2 An executed real estate excise tax affidavit, signed and notarized by the responsible and authorized officials of the County;

4.2.3 An executed Assignment Agreement in substantially the form attached hereto as Exhibit E; and

4.2.4 Such other documents and funds as may be required to close this transaction, including a Foreign Investment in Real Property Tax Act ("FIRPTA") certificate.

4.3 City's Obligations. At or before Closing, the City shall deliver to its attorneys, the following:

4.3.1 An executed Grant and Quit Claim in substantially the form attached hereto as Exhibit C;

4.3.2. An executed excise tax affidavit, signed and notarized by the responsible and authorized City officials;

4.3.3 An executed Assignment Agreement in substantially the form attached hereto as Exhibit E; and

4.3.4 Such other documents and funds as may be required to close this transaction, including a FIRPTA certificate.

4.4 Recording. The City shall cause its attorneys to provide one fully executed copy of all original documents to the County's attorneys. The County shall record the Grant and Quit Claim. No other documents shall be recorded in connection with this transaction. The County shall return one conformed copy of each recorded document to the City's attorneys.

4.5 Closing Costs. Each Party shall be solely responsible for the cost of any title insurance that it obtains. Each Party shall be responsible for its own Real Estate Excise Tax obligation, if any. The County shall pay the cost of recording the Grant and Quit Claim. Each party shall bear all other transaction costs that it may incur related to this transaction.

**5. Waiver and Amendments**

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.

**6. Entire Agreement and Modifications**

This Agreement and its exhibits set forth the entire agreement between the Parties with respect to the subject matter hereof. It may only be amended or supplemented by addenda or amendments, which have been executed by both Parties in writing.

**7. Duration and Authority**

The terms, covenants, representations and warranties contained herein shall not merge in the Grant and Quit Claim Deed/Partial Termination of Multipurpose Easement, but shall survive the same and shall continue in force unless both Parties mutually consent in writing to termination.

**8. Notice**

Any notice provided for herein shall be sent to the respective Parties at:

|   |   |
|---|---|
| <p>King County:</p> <p>Department of Natural Resources and Parks<br/>Attn: Director<br/>Suite 700, King Street Center<br/>201 S. Jackson Street<br/>Seattle, WA 98104</p> | <p>City of Redmond:</p> <p>City Attorney (MS-4NEX)<br/>Public Works Director (4NPW) &amp; Parks Director (4NPK)</p> <p><u>Mailing Address:</u><br/>City of Redmond<br/>PO Box 97010</p> |
|---|---|

|  |   |
|--|---|
|  | <p>Redmond, WA 98073</p> <p><u>Hand Delivery Address:</u><br/> City of Redmond<br/> 15670 NE 85th Street<br/> Redmond, WA 98052</p> |
|--|---|

Any notices required to be given by the Parties shall be delivered at the addresses set forth above or to such other or additional addresses as specified in a written notice delivered pursuant to this Agreement. Any notices may be delivered (i) by personal service on the addressee of the notice, (ii) by deposit with a nationally recognized overnight delivery service, or (iii) by deposit as registered or certified mail in the United States mail, postage prepaid. Any notice delivered by personal service shall be deemed delivered upon service. Any notice posted in the United States mail shall be deemed received upon receipt. Any notice given via an overnight delivery service shall be deemed received upon receipt.

**9. Compliance with Laws**

In meeting the commitments encompassed in this Agreement, the Parties shall comply with, among other laws and regulations, the requirements of the Open Meetings Act, Public Records Act, Growth Management Act, and the State Environmental Policy Act. The Parties retain the ultimate authority for land use and development decisions within their respective jurisdictions as provided herein. By executing this Agreement, the Parties do not purport to abrogate the decision-making responsibility vested in them by law.

**10. General Provisions**

**10.1 Equal Opportunity to Draft.** The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that Party drafted the ambiguous language.

**10.2 Filing.** A copy of this Agreement shall be filed with the City Clerk, and recorded with the King County Recorder's Office or listed by subject on the County's web site or other electronically retrievable public source.

**10.3 Assignment.** Neither the City nor the County shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

**10.4 Successors in Interest.** Subject to the foregoing subsection 10.3, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

**10.5 Attorneys' Fees.** Each Party shall pay all its own attorneys' fees, costs and expenses in regard to the preparation, negotiation, enforcement and interpretation of this Agreement, or any action arising out of this Agreement.

**10.6 No Waiver.** Failure of either the County or the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

**10.7 Performance.** Time is of the essence of this Agreement and each and all of its provisions.

**10.8 Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action or interest in this Agreement based on any provision set forth herein.

**10.9 Applicable Law.** Washington law shall govern the interpretation of this Agreement. King County Superior Court in Seattle, Washington shall be the venue of any mediation, arbitration, or lawsuit arising out of or related to this Agreement.

**10.10 Severability.** If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

**10.12 Exhibits.** The following exhibits are attached to this Agreement and incorporated by this reference as if fully set forth herein:

- Exhibit A-1. Multipurpose Easement
- Exhibit A-2. NW Lake Sammamish Interceptor License
- Exhibit B. Deed of City Segment to the City
- Exhibit C. Grant of Utility Easements/Termination of Prior License and Quit Claim Deed/Partial Termination of Multipurpose Easement
- Exhibit D. Form of Statement of Willingness to Accept Financial Responsibility
- Exhibit E. Form of Assignment of Trail Use Agreement

[Signatures Appear on Following Pages]

**CITY SIGNATURE PAGE FOR INTERGOVERNMENTAL LAND TRANSFER  
AGREEMENT**

IN WITNESS WHEREOF, the City has executed this Agreement.

City of Redmond

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney

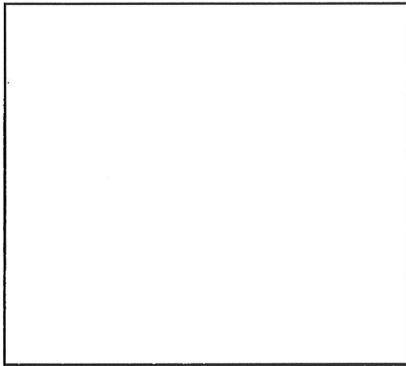
\_\_\_\_\_  
Date

**NOTARY BLOCKS APPEAR ON FOLLOWING PAGES**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF REDMOND, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

**COUNTY SIGNATURE PAGE FOR INTERGOVERNMENTAL LAND TRANSFER  
AGREEMENT**

IN WITNESS WHEREOF, the County has executed this Agreement.

King County

\_\_\_\_\_  
King County Executive

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
King County  
Senior Deputy Prosecuting Attorney

\_\_\_\_\_  
Date

**NOTARY BLOCKS APPEAR ON FOLLOWING PAGES**

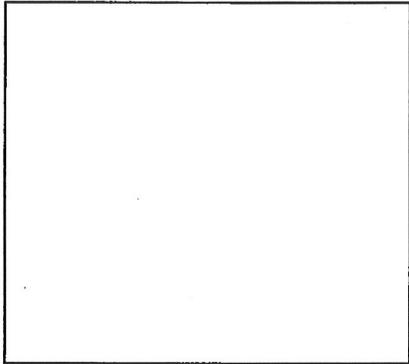
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

Recording Requested By And  
When Recorded Return to:

CONFORMED COPY

King County  
ATTN: Neil DeGoojer  
Water and Lands Resources Division  
Open Space Acquisitions Section  
201 S. Jackson St. Suite 600  
Seattle, WA 98104-3855

20091218001538

PACIFIC NUTTINGS 101.00  
PAGE-001 OF 040  
12/18/2009 15:30

**PUBLIC MULTIPURPOSE EASEMENT**

Grantor: Port of Seattle

Grantee: King County

Legal Description (abbreviated): Ptns. Secs 9, 15, 16, 22, 27, 28, 32 and 33, T26N, R5E; Ptns. Lake Avenue Addition to Kirkland, Vol. 6, pg 86; ptns, Supplementary Plat to Kirkland, Vol. 8, pg. 5; Ptns. Secs. 8, 17, 20, 21, 28 and 33, T25N, R5E; Ptns. Kirkland Syndicate's First Addition to Kirkland, Washington, Vol. 7, pg. 23; and Kirkland Syndicate's Second Addition to Kirkland, Washington, Vol. 7, pg. 75; Ptns. Strawberry Lawn, Vol. 4, pg. 30½; Ptns. Secs. 9, 16, 17, 20, 29, 31 and 32, T24N, R5E. Additional legal(s) on Pages 22-35.

This easement is granted this 18 day of December 2009, by the PORT OF SEATTLE a Washington State municipal corporation ("Grantor"), to KING COUNTY, a home rule charter county and political subdivision of the State of Washington ("Grantee").

**WITNESSETH**

*Port of Seattle*      *King County*  
**RECITALS**

1. Grantor and Grantee executed a Purchase and Sale Agreement and Donation Agreement ("Acquisition Agreements") with BNSF Railway Company ("BNSF"), by and through which BNSF agreed to convey a rail corridor with rails in place, known as the Woodinville Subdivision ("Subdivision"), to Grantor. In the Acquisition Agreements, Grantee received a right of first opportunity to purchase portions of the Subdivision from Grantor.
2. Grantee has been approved as an Interim Trail User by the Surface Transportation Board ("STB") for the purpose of "railbanking" the Property, and Grantee is accordingly subject to certain legal obligations related to the Property, which are referred to herein as the "Railbanking Obligations." The Railbanking Obligations consist of those obligations

imposed through Section 8(d) of the National Trails System Act, also known as the Rails-to-Trails Act, 16 U.S.C. 1247(d), and 49 C.F.R. 1152.29 (collectively, and as any of the foregoing may hereafter be amended or interpreted by binding judicial or administrative authority, the "Railbanking Legislation"), the Notice of Interim Trail Use ("NITU") for the Property issued by the STB; the Trail Use Agreement ("TUA") entered into between BNSF and Grantee for the Property under which Grantee agrees to accept, exercise, and fulfill all of the legal rights, duties, and obligations of an Interim Trail User, and the Statement of Willingness to Accept Financial Responsibility ("SWAFR"). Under the TUA, Grantee has also received BNSF's rail service reactivation rights and/or obligations for the Property as approved by the STB.

3. Grantor desires Grantee to be the Interim Trail User for the Property because Grantee has substantial expertise and experience in acquiring, developing, maintaining and operating public trails, and Grantee is willing to assume this responsibility so long as it has sufficient rights to the Property to serve as the Interim Trail User for purposes of the Railbanking Legislation.
4. Prior to the closing on the Acquisition Agreements ("Closing"), Grantor and Grantee separately entered into an Interlocal Agreement ("Interlocal") regarding their mutual rights and obligations concerning the Property. The Interlocal is premised on the Parties' intent that the Property be used for regional recreational trail and other transportation purposes, including but not limited to rail or other transportation purposes other than interstate freight service ("Transportation Use").
5. It is anticipated that such Transportation Use will be carried out by a Third Party Operator ("TPO") with rights granted by separate agreement affecting or relating to the Property ("TPO Agreements").
6. The Parties intend that if interstate freight service should be reactivated in the future, such service should be able to be integrated with and not necessarily displace the Parties' intended regional trail and Transportation Uses.
7. The Parties agree that acquisition of the Property is of substantial benefit to the region because of its potential for use for regional recreational trail use and Transportation Use, and therefore the Interlocal includes a binding commitment to undertake a formal, multi-agency process to plan and recommend appropriate uses of the Property ("Regional Process").
8. Grantor and Grantee intend that the development of a public trail authorized by this Easement will not prevent Transportation Uses on the Property, but rather will be designed and developed to accommodate Transportation Uses.

NOW, THEREFORE, the PORT OF SEATTLE and KING COUNTY, in consideration of each other's duties and obligations under this Easement, the Acquisition

Agreements, the TUA, and the Interlocal, and all of them, and in exchange for the other good and valuable consideration described therein, the sufficiency of which is hereby acknowledged, do hereby agree as follows:

## TERMS AND CONDITIONS

### 1. Overview of Grantee's Easement Rights

Grantor grants to Grantee, its successors and assigns, a non-exclusive, perpetual easement ("Easement") over, under, through, along and across certain parcels of land situated in King County, Washington, as legally described in Exhibit "A" attached hereto and incorporated herein (the "Property") solely for the following purposes:

1.1 To develop, operate, maintain, repair and improve a public hard- and/or soft-surface regional trail for public pedestrian, bicycle, or other non-motorized uses ("Trail") over a portion of the Property to be designated by Grantor and Grantee in a future amendment to this Easement ("Trail Area"), in accordance with Section 2.1.1 below; and

1.2 To carry out Grantee's Railbanking Obligations over the full width and length of the Property.

1.3 Grantee's Easement rights shall be subject to all preexisting fully executed recorded or unrecorded easements, leases, permits, franchises, occupancy agreements, licenses or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Property in favor of Puget Sound Energy for facilities/utilities that are physically located on or in the Property at the time this Easement is granted ("PSE Instruments"). If any such PSE Instruments are renewed or extended, such renewal or extension shall be subject to this Easement.

1.4 Any TPO Agreement shall be subject to this Easement.

### 2. Grantee's Trail Use Rights

This Easement gives Grantee the right to, at Grantee's sole cost and expense, develop, operate, maintain, repair and improve a Trail upon commencement of "Trail Development". For purposes of this Easement, "Trail Development" means the initial construction or any substantial re-construction of a Trail. Trail Development shall commence on the date that Grantee specifies to Grantor, in writing, as the date for breaking ground in a particular, identified segment of the Trail Area. In the event Grantee fails to break ground within five (5) days of the specified date, Trail Development shall not be deemed to have commenced until Grantee provides a new date in writing to Grantor, *provided*, if Grantee has broken ground in a segment in accordance with the requirements of Section 2.1.7 but without having provided Grantor written notice of the date, Grantee may cure the lack of notice at any time for such segment such that Trail Development shall be deemed to have commenced for such segment on the date Grantee broke ground as determined by Grantee's construction contracts.

## 2.1 Scope of Trail Use Upon Commencement of Trail Development

2.1.1 Grantor and Grantee will jointly determine, after the completion of and in consideration of the recommendations of the Regional Process, the appropriate location and size of the Trail Area. Grantee may initiate negotiation of the joint determination through written notice to Grantor no sooner than the earlier of the completion of the Regional Process or one (1) year after Closing. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within eighteen (18) months after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3. After the joint determination as to the location and size of the Trail Area is made, Grantor and Grantee shall amend this Easement to incorporate a legal description of the Trail Area, and if thereafter the Trail Area is moved consistent with the terms of this Easement, Grantor and Grantee will further amend this Easement to incorporate a revised legal description of the Trail Area. Grantor and Grantee agree that under generally applicable trail development standards for regional trails, the Trail Area will generally range from 10 feet in width to 30 feet in width depending on the Parties' joint determination as to the uses to be undertaken on the Property, and the physical constraints of the Property. The Parties acknowledges that the Trail Area could be wider than 10 to 30 feet in width where additional width is needed to accommodate all necessary slopes for cuts and fills for the Trail; to install abutments, pilings, or other structural elements of trail bridges or tunnels; to allow grade or other physical separation of the Trail and any active rail lines on the Property; or to install storm water drainage or detention facilities or other facilities required by a permitting agency in support of or as mitigation for the Trail. Grantor and Grantee further agree that the location and size of the Trail Area will accommodate, and not prevent, future Transportation Use of the Property.

2.1.2 At the conclusion of the earlier of the joint determination process or the eighteen (18) month period for negotiating the joint determination as set forth in Section 2.1.1 herein, and prior to commencement of Trail Development but no later than five (5) years after Closing, Grantee may at its sole discretion elect not to proceed with Trail Development and may take action to terminate this agreement and request STB approval to transfer or terminate Grantee's Interim Trail User status and Railbanking Obligations on one-hundred and twenty (120) days written notice to Grantor. In the event of such notice, Grantor may engage a substitute Interim Trail User consistent with all current and future STB requirements, and Grantee shall cooperate fully and as necessary to support such effort. If Grantee fails to exercise this option to terminate within the earlier of five (5) years after Closing or prior to Trail Development, the Grantee's option to terminate under this Section 2.1.2 is forever waived without further action by either party. Upon approval by the STB of the transfer of Grantee's Interim Trail User status and Railbanking Obligations or the termination of Grantee's Interim Trail User status and Railbanking Obligations, the Easement shall, at Grantor's written option, be assigned to a replacement Interim Trail User

or terminated. Upon such assignment or termination, Grantor shall pay Grantee for its Easement rights in the amount of \$1,903,000.

2.1.3 Grantor and Grantee will jointly determine, after completion of and in consideration of the Regional Process, the appropriate timeline for the development of the Trail. Grantee may develop the Trail in phases. At the time jointly determined by Grantor and Grantee, but no later than five (5) years after Closing, Grantee shall have the right to commence Trail Development in the Trail Area as to any segment of the Trail Area for which Grantee notifies Grantor in accordance with Section 2 above.

2.1.4 Grantee shall have the right to use the Trail Area for all purposes necessary or incidental to Grantee's installation, construction, ownership, use, operation, maintenance, inspection, repair, replacement, renovation, improvement, removal and enhancement of a Trail, including, but not limited to, the rights of ingress and egress across the surface of the Property, *provided*, such ingress and egress shall not interfere with any Transportation Use on the Property, if any; the right to use motorized vehicles for the improvement, construction, alteration, repair, maintenance and operation of a Trail and for emergency purposes; the right to install, construct, operate, maintain, modify, repair, replace, improve, remove and use the Trail Area for any Trail-related purposes as Grantee may now or hereafter deem appropriate, including the addition, removal or replacement of Trail improvements at Grantee's election, either in whole or in part with either like or different improvements. All Trail-related improvements of any kind that are now or hereafter acquired, constructed or installed by Grantee, at Grantee's sole cost and expense within the Trail Area shall be and shall at all times remain the property of Grantee.

2.1.5 Grantee's rights under this Easement include the further right to temporarily stage equipment and material on the Property in and around the Trail Area as reasonably necessary to construct, operate, maintain, improve, or remove the Trail, *provided*, such temporary staging shall not interfere with any Transportation Use on the Property, if any; *and further provided*, that Grantee shall not commence such temporary staging on the Property until Grantee has prepared a restoration plan for the affected portions of the Property, the surface of which shall be restored, at Grantee's sole cost and expense, as nearly as possible to the condition in which it existed prior to construction, or to such other condition as the Grantor and Grantee may agree.

2.1.6 Grantee may construct, operate, and maintain Trail crossings over, under, or across any railroad tracks or other transportation facilities on the Property, *provided* that such crossings shall be consistent with applicable law, trail or crossing design standards and shall not interfere with any Transportation Uses on the Property, and *provided further* that Grantee shall be responsible for performing and paying for Custodial Activities as defined in this Easement as to any of the crossing improvements, but not to the railroad tracks or other transportation facilities in the area of the crossing.

**2.1.7** At least ninety (90) days prior to the commencement of any Trail Development or any other activity related to Trail Development, Grantee shall provide Grantor with (i) a copy of all plans and specifications for such proposed Trail Development and (ii) a plan for coordinating the proposed Trail Development with any then current or reasonably foreseeable Transportation Uses or other uses by Grantor on the Property. Grantee shall not commence any such Trail Development construction, work or activity unless and until Grantor agrees in writing to the proposal, which shall not be unreasonably withheld, conditioned or delayed.

**2.1.8** Grantee shall, at its sole cost and expense, comply with all stormwater requirements for Trail Development to the extent any such requirements are applicable to Grantee's Trail Development, including, but not limited to: (i) Grantee shall be the sole applicant for any Washington State construction stormwater general permit for Trail Development, and shall be liable for any fines or other liability that derives from non-compliance with any such permit; (ii) Grantee shall be the applicant for any construction stormwater permits for Trail Development required by any local jurisdiction that the Property is located in, and shall be responsible for any costs associated with drainage review by any such local jurisdiction; (iii) Grantee shall perform its own drainage reviews and pay all drainage review fees required under King County Code for Trail Development for sections of the Property located within Grantee's jurisdiction; (iv) Grantee shall have all maintenance obligations for any drainage facilities it constructs for Trail Development pursuant to this Easement; and (v) Grantee shall provide Grantor with copies of all correspondence between Grantee and Washington State or any local jurisdiction related to construction stormwater permits associated with Grantee's activities under this Easement.

**2.1.8.1** Grantee acknowledges and agrees that Grantor is bound under its Municipal Stormwater Permit ("Permit") and that the Property is subject to the Permit terms. Grantee agrees to cooperate with Grantor in Grantor's compliance of its obligations under the Permit including, but not limited to, Grantor's right to inspect the Property, map pipes on the Property, provide stormwater education and enforce Permit provisions.

## **2.2 Trail Use and Transportation Use of Property**

**2.2.1** Grantee understands, acknowledges, and agrees that Grantor or a TPO may undertake Transportation Use of the Property outside of the Trail Area. Outside of the Trail Area, and except as set forth in this Easement, Grantee shall not take any action on or in the Property to limit such Transportation Uses or to limit ingress and egress to any part of the Property for such Transportation Use, unless such action is specifically approved in writing by Grantor.

**2.2.2** If Grantor or any TPO is required, or may desire at any time, or from time to time to engage in any Transportation Use or to add to or to improve railroad infrastructure or other Transportation Use facilities in the Trail Area, or to change the grade or location of any railroad infrastructure or other Transportation Use facilities in the Trail

Area (collectively "Transportation Infrastructure Change"), and such change would unreasonably interfere with Grantee's then existing or future development of the Trail Area, including but not limited to trail crossings of Transportation Use facilities in the Property in accordance with the rights granted under this Easement, or if Grantee's then existing or future development of the Trail Area would interfere with the Transportation Use related to the Transportation Infrastructure Change, then Grantor or such TPO may make such change in its facilities in the Trail Area, and Grantor and Grantee will jointly determine a new Trail Area location to replace the affected portion of the Trail Area and any Trail or Trail-related improvements. If Grantee elects to replace any Trail or Trail-related improvements in the relocated Trail Area, such replacement shall be at Grantee's sole cost. Any such relocation shall occur within the Property and any affected Trail Area shall be relocated in a location that is consistent with the standards in Section 2.1.1 and that is consistent with Grantee's Railbanking Obligations; *provided*, that if there is no reasonably practicable alternative for such relocation within the Property consistent with Section 2.1.1, then such relocation on the Property may be to standards less than required by Section 2.1.1 so long as the Parties make a good faith effort to allow for a Trail Area no less than ten feet in width and the relocation meets the minimum standards necessary to satisfy Grantee's Railbanking Obligations. Grantee may, at its sole cost, relocate any affected Trail or Trail-related improvements off the Property. At least one hundred twenty (120) days before Grantor may take any action that would require a joint determination under this Section 2.2.2, it shall initiate negotiation of such joint determination through written notice to Grantee accompanied by a detailed description of its proposed action. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within one hundred twenty (120) days after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3 to make the joint determination of the new Trail Area location and to seek all available remedies, and Grantor or TPO may make such Transportation Infrastructure Change even if the joint determination has not been made. "Reasonably practicable" as used in this Easement shall mean capable of being implemented in a reliable and effective manner including consideration of cost. When considering cost, an alternative shall not be considered reasonably practicable if the incremental costs of the alternative are substantially disproportionate to the incremental degree of benefits provided by the alternative.

2.2.3 If a portion of the Property is subject to Transportation Use when Grantee commences Trail Development within the Trail Area, then Grantee shall be responsible for installing barriers to separate such portion of the Property from the Trail Area. If Grantor or a TPO commences Transportation Use of a portion of the Property that is adjacent to a portion of Trail Area where Trail Development has commenced, then Grantor or TPO shall be responsible for installing barriers separating such portion of the Property from the Trail Area. Grantee and Grantor (or TPO if designated by Grantor) shall jointly determine the type and scope of barriers (e.g. jersey barriers, fencing, or grade separation) or other measures reasonably needed to separate the Trail Area from the Transportation Use, which barriers shall at a minimum meet any applicable regulatory standards; *provided*, that after initial barrier installation is completed, Grantee shall be

responsible, at Grantee's sole cost and expense, to inspect, maintain and replace any barriers or other measures that will separate the Trail Area from the Transportation Use. Before either Party may take any action that would require a joint determination under this Section 2.2.3, it shall initiate negotiation of such joint determination through written notice to the other Party accompanied by a detailed description of the proposed barriers. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within ninety (90) days after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3.

### **2.3. Grantor's Retained Rights to the Trail Area**

**2.3.1** Grantor retains the right to use and allow others to use the Trail Area in any manner that does not unreasonably interfere with Grantee's easement rights and is consistent with the terms of this Easement.

**2.3.2** Grantor may make improvements in the Trail Area, including surface or subsurface improvements that are not part of, and do not relate to, Grantee's Trail (collectively, "Other Improvements"), *provided*, that Grantor shall coordinate with Grantee to (i) prevent unreasonable interference with Grantee's Easement rights, (ii) ensure reasonable integration of the Trail and Transportation Uses on the Property, (iii) prevent any health or safety risk; (iv) avoid or minimize to the greatest practicable extent any disruption to Trail uses; and (v) restore the Trail Area to a condition substantially similar to that existing prior to the alteration. Such Other Improvements may not cause the Trail Area to be relocated.

**2.3.3** Grantee shall reasonably cooperate with PSE to site future PSE facilities authorized under PSE Instruments, or future fully executed instruments in which Grantor grants an interest in the Property to PSE, within the Trail Area if such facilities can reasonably collocate within the Trail Area with Grantee's Trail use.

**2.3.4** At least ninety (90) days prior to the commencement of any construction or substantial reconstruction of Other Improvements by Grantor in the Trail Area, Grantor shall provide Grantee with (i) a copy of all plans and specifications for such proposed Other Improvements and (ii) a plan for coordinating the proposed Other Improvements with Grantee's use of the Trail Area. Grantor shall not commence any such construction unless and until Grantee agrees in writing to the proposal, which shall not be unreasonably withheld, conditioned or delayed.

### **3. Railbanking Obligations On the Property**

This Easement gives Grantee the right to carry out all Railbanking Obligations, including Custodial Activities, over the full width and length of the Property.

### **3.1 Custodial Activities and Transportation Use**

**3.1.1** "Custodial Activities" are those activities that a Property owner would reasonably take to manage the Property in order to keep the Property in a physical condition suitable for its use, to maintain the physical integrity of the Property, to prevent health and safety hazards, and to manage public access in a manner appropriate for the Property's use, which may range from allowing public access to prohibiting such access, depending on circumstances. Custodial Activities include both "Routine Maintenance" and "Capital Improvements." "Routine Maintenance" includes, but is not limited to, inspecting the property, litter and garbage pick up, brush and hazardous tree trimming or removal, drainage maintenance or repair, and fencing or signage maintenance. "Capital Improvements" includes capital investments in the Property that go beyond Routine Maintenance, including, but not limited to, the installation of fences, barriers, or signs, or the repair of a wash-out on the Property. Custodial Activities do not include any activities related to granting or managing easements, leases, permits, franchises, occupancy agreements, licenses or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Property, which activities shall be the sole responsibility of Grantor.

**3.1.2** A Transportation Use is undertaken when Grantor or a TPO begins to use the Property for the operation of a Transportation Use; and a Transportation Use is terminated when such use ceases and (a) the Grantor or a TPO notifies Grantee in writing that such use will not resume for a period of at least ninety (90) days, or (b) when Grantee notifies Grantor in writing that it has determined, in good faith and upon reasonable investigation, that such use will not resume for a period of at least ninety (90) days. Both Grantor and Grantee have a duty to notify each other as in subsections 3.1.2(a) and (b) if they become aware that Transportation Use has terminated.

**3.1.3** "Trail-Side Area" means an area between the Trail Area and the Property boundary that is not being used for Transportation Use.

### **3.2 Custodial Activities Performance and Cost Allocation**

Custodial Activities will be performed and paid for in the following manner depending on the uses present on the Property:

**3.2.1** In any portion of the Property where Trail Development has not commenced and there is no Transportation Use, Grantee shall be responsible for performing all Custodial Activities. Grantor shall compensate Grantee for the actual cost and expense of performing Routine Maintenance. Should more than Routine Maintenance be needed to carry out Custodial Activities, Grantor and Grantee will jointly decide what Capital Improvements are needed to address any such conditions identified by Grantor or Grantee. Grantor will pay Grantee the actual cost and expense of carrying out such Capital Improvements. Grantee shall make such Capital Improvements. Either Party may initiate negotiation of a joint determination under this Section 3.2.1 through written notice to the

other Party accompanied by a detailed description of the identified condition and proposed Capital Improvements. Thereafter the Parties shall negotiate in a good faith and reasonable manner to reach agreement. The joint determination shall be made within ninety (90) days after the initiation of negotiation. If the joint determination is not made within that time, either Party may start Dispute Resolution under Section 4.3. Either party may start Dispute Resolution earlier if circumstances require a shorter time to make a joint determination in order to prevent or mitigate significant damage to or loss of the Property.

**3.2.2** In any portion of the Property where Trail Development has commenced but there is no Transportation Use, Grantee shall be responsible for performing and paying for all Custodial Activities.

**3.2.3** In any portion of the Property where Trail Development has commenced and there is Transportation Use, Grantee shall be responsible for performing and paying for all Custodial Activities inside the Trail Area, inside any Trail-Side Area, and inside any portion of the Property used by Grantee under Section 2.1.5 of this Easement. Grantor or the TPO undertaking Transportation Use shall be responsible for performing and paying for all Custodial Activities on the remainder of such Property.

**3.2.4** In any portion of the Property where there is Transportation Use but Trail Development has not commenced, Grantor or the TPO undertaking Transportation Use shall be responsible for performing and paying for all Custodial Activities.

### **3.3 Cost Allocation Framework to be Implemented by Contract**

Grantor and Grantee shall separately contract to implement the cost allocation framework set forth in Section 3.2, and such contract may be revised from time to time as the Parties may agree.

### **3.4 Custodial Activities Following Termination of Transportation Use**

If and when Transportation Use is terminated on a segment of the Property consistent with Section 3.1.2 of this Easement, then Grantee shall resume performing Custodial Activities for such segment if requested to do so by Grantor in writing or if Grantee elects to do so in written notice to Grantor.

**3.5** The Property shall be subject to the Railbanking Obligations. In the event Grantee determines that it is no longer reasonably practicable to carry out Railbanking Obligation because of actions taken by Grantor or any other entity using or claiming ownership of the Property, then Grantee, after unsuccessfully engaging in the dispute resolution process pursuant to Sections 4.3.1 and 4.3.2, may notify the STB that Grantee will no longer serve as the Interim Trail User for all or a portion of the Property, and request that Grantee's Railbanking Obligations be extinguished as to the identified land pursuant to the Railbanking Legislation. If Grantee seeks extinguishment of its Railbanking Obligations

as to all or a portion of the Property, Grantee shall, if requested by Grantor, cooperate to transfer, as to the identified land, its Interim Trail User status and its interest in this Easement to a replacement Interim Trail User. As to any portion of the Property for which Railbanking Obligations are terminated, Grantor or a replacement Interim Trail User may acquire from Grantee its Easement rights in exchange for an amount equal to a pro rata share of the County's payment \$1,903,000 to the Port for the Easement, plus compounded annual interest on that amount from the date of the grant of this Easement at a rate equal to three percent per annum.

3.6 The Parties recognize and agree that a portion of the Property between milepost 10.6 and 11.25 ("Wilburton Segment") has not been subject to Interim Trail Use and the Railbanking Obligations, but rather was abandoned with the approval of the STB prior to Grantor's acquisition of the Property. The Wilburton Segment is a critical link in the maintenance of the remainder of the Property in compliance with the Railbanking Obligations. Therefore, the Wilburton Segment is subject to the terms of this Easement and shall be deemed to be and treated under this Easement as if it was subject to Interim Trail Use and the Railbanking Obligations, including specifically, but without limitation, the requirement to keep ownership of the Wilburton Segment intact and available with the remainder of the Property for reactivated interstate freight rail service.

#### 4. Other Terms and Conditions.

##### 4.1. Reactivation of Interstate Rail Service Under the Railbanking Legislation

4.1.1 Grantor and Grantee understand, acknowledge and agree that if the STB receives a request to use all or any portion of the Property for federally regulated interstate freight rail service, then Grantor and Grantee may each be required to, and will if so required, make available some or all of their respective interests in the Property to accommodate reactivated freight rail service.

4.1.2 Grantor and Grantee agree that if the STB receives a request for approval to use the Property for reactivated freight rail service, then Grantor and Grantee will cooperate in order to cause the party making such request, including Grantor or Grantee if either makes the request, (a) to bear all costs to restore or improve the Property for reactivated freight rail service; (b) to bear responsibility to take all steps necessary before the STB and any other regulatory agency, governmental or quasi-governmental body having jurisdiction over such work, to cause the relevant NITU to be vacated; and (c) to compensate Grantor and Grantee for the fair market value of any and all of their respective rights or interests in the Property, or in improvements thereon that may be destroyed, lost, compromised, or otherwise reduced in value or function when the Property or any portion of it is put to use for reactivated freight rail service.

**4.1.3 Grantor will indemnify, hold harmless, and defend Grantee, its officers, employees, agents and contractors from all costs or liability arising out of or relating to Grantor's failure to make available its interests in the Property to accommodate reactivated freight rail service in compliance with the Railbanking Obligations.**

**4.1.4 Grantee will indemnify, hold harmless, and defend Grantor, its officers, employees, agents and contractors from all costs or liability arising out of or relating to Grantee's failure to make available its interests in the Property to accommodate reactivated freight rail service in compliance with the Railbanking Obligations.**

## **4.2 Insurance, Indemnification, and Hazardous Substances**

### **4.2.1 Grantee As Additional Insured for Transportation Use**

Grantor shall require any entity utilizing the Property for Transportation Uses to name Grantee as an additional insured on any insurance policy maintained by the entity or required under the applicable TPO Agreement.

### **4.2.2 Indemnification by Grantor**

Without in any way limiting the provisions of Section 4.2.5, and subject to the provisions of Subsection of 4.2.3.1, Grantor will indemnify, hold harmless, and defend Grantee, its officers, employees, agents and contractors from all liability arising out of or relating to the transfer, condition, use, possession, management, operation, or control of the Property, including without limitation public access, the Custodial Activities, Transportation Uses, and challenges to Grantor's authority to acquire or own the Property.

### **4.2.3 Indemnification by Grantee**

**4.2.3.1** Without in any way limiting the provisions of Section 4.2.5, Grantee will indemnify, hold harmless and defend Grantor, its officers, employees, agents and contractors from all liability arising out of or relating to Grantee's, its officers, employees, agents or contractors' negligence in the exercise of Grantee's rights and obligations under this Easement.

**4.2.3.2** Grantee agrees to defend, indemnify and hold Grantor harmless from any and all claims, causes of action, regulatory demands, changes in permits and/or regulatory requirements for the 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 caused by Grantee's exercise of its Trail rights and obligations on the Property under Section 2.1 of this Easement.

### **4.2.4 Indemnification for Transportation Use**

Grantor shall require any entity utilizing the Property for rail-based or fixed guideway Transportation Uses to indemnify, hold harmless and defend Grantee from any and all obligations imposed by Railroad Unemployment Insurance Act (45 U.S.C.A. § 351 et seq.), Railroad Retirement Act (45 U.S.C. §231 et seq.), Railway Labor Act (45 U.S.C. Sec. 151 et. seq.), Federal Employers Liability Act (45 U.S.C. Sec 51 et. seq.), common carrier obligations pursuant to 49 U.S.C. Sec. 10101 et. seq., and any Federal rail safety legislation, that arise from such Transportation Use of the Property.

#### 4.2.5 Hazardous Substances

4.2.5.1 The Parties are acquiring their respective interests in the Property through the Acquisition Agreements. Section 6 and 7 of the Acquisition Agreements spells out the obligations of BNSF, Grantor and Grantee with regard to Hazardous Substances and Environmental Laws. These Sections are also included within the Deed for the Property. Section 7(e) says that the Section 7 obligations running from BNSF to Grantor and Grantee, and the Section 7 rights running to BNSF from Grantor and Grantee, will be allocated as between Grantor and Grantee in the manner separately agreed to by Grantor and Grantee. The liability for Hazardous Substances generally and the allocation as between the Grantor and Grantee referenced in Section 7 shall be as follows:

4.2.5.2 Grantor shall be responsible for the Remediation of, and shall indemnify, defend and hold harmless Grantee, its officers, employees, agents and contractors from all liability arising out of the discovery of Hazardous Substances released on the Property before or after Closing, and the Grantor shall be entitled to all rights running from BNSF under Section 7 and shall be subject to all obligations running to BNSF under Section 7, except that:

(a) Grantee shall be responsible for the Remediation of, and shall indemnify, defend and hold harmless Grantor, its officers, employees, agents or contractors from all liability arising out of Hazardous Substances released on the Property by the Grantee, its officers, employees, agents or contractors after Closing, and

(b) Grantee shall be responsible for the Remediation of, and shall indemnify, defend and hold harmless Grantor, its officers, employees, agents and contractors, from all liability arising out of Hazardous Substances released after Closing by third parties within the Trail Area related to the development, operation, maintenance or use of the Trail; and

(c) Grantee shall be entitled to the rights running from BNSF under Section 7 and shall be subject to the obligations running to BNSF under Section 7 to the extent that the Hazardous Substances at issue are discovered within the Trail Area as a result of Grantee's Trail Development on the Property, in which case the Grantee shall be entitled to the pro rata share of any costs paid by BNSF to Remediate such Hazardous Substances within the Trail Area, and shall be responsible for carrying out and bearing the costs of Remediation of such Hazardous Substances within the Trail Area.

4.2.5.3 In the event Hazardous Substances are discovered on the Property, Grantor and Grantee shall promptly give notice to the other Party of such discovery and shall in good faith cooperate with one another to carry out the terms of this Agreement. Each Party shall have the right to enforce directly against BNSF the terms of the Acquisition Agreements relating to Hazardous Substances. To the extent that both Parties seek to enforce those terms, the Grantor and Grantee shall also in good faith cooperate with one another to do so.

**4.2.5.4** In the event a dispute arises between the Grantor and Grantee as to the allocation of rights and obligations between each other relating to Section 7 of the Acquisition Agreements and Grantor and Grantee are also in a dispute with BNSF under Section 7, or in the event a dispute arises between Grantee and the Grantor only as to Hazardous Substances under this Easement, but does not involve Section 7 of the Acquisition Agreements, then in either case Grantor and Grantee as between each other shall be bound to resolve the dispute through the Arbitration provisions of Section 10.4 of the Acquisition Agreements.

**4.2.6** Each party agrees that its obligations under this Section 4.2 extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

### **4.3 Dispute Resolution**

Any claim, dispute or other matter in question arising out of or related to this Easement, including any inability of Grantor and Grantee to make joint determinations called for by this Agreement ("Disputes") shall be exclusively subject to the following alternative dispute resolution procedure as a condition precedent to the institution of legal or equitable proceedings by either party. This requirement cannot be waived except by an explicit written waiver signed by the Parties.

#### **4.3.1 Informal Process**

The Parties shall negotiate in good faith and use their best efforts to resolve any Disputes that may develop under this Agreement. The Port's Chief Executive Officer (or his/her designee) and the King County Executive (or his/her designee) along with any staff or technical persons any of the Parties desire, shall meet within seven (7) days after written request from either party and attempt to resolve a Dispute. The Parties may agree to extend the time provided for in this Section for an additional seven (7) days.

#### **4.3.2 Mediation**

If a Dispute is not resolved under the procedure set forth in Section 4.3.1, or within such additional time as the Parties mutually agree, then the Parties shall endeavor to resolve a Dispute by mediation with a mediator agreed to by the Parties. A Party shall submit a request for mediation in writing to the other Party. Mediation shall proceed in advance of legal or equitable proceedings. Any contractual or statutory deadlines, including without limitation statutes of limitation, shall be tolled pending mediation for a period of 60 (sixty) days from the date of the mediation request, unless tolled for a longer period by agreement of the parties. Final authority for settlement may be subject to the approval of the Parties' respective legislative bodies.

### **4.3.3 Right to Litigate Contingent on Prior Effort to Mediate**

The Parties shall not commence litigation on a Dispute unless the Dispute has been properly raised and considered in the above mediation procedure. The Parties shall share equally in the costs of the mediation. Any mediation under this Agreement shall be held in King County, Washington. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **4.3.4 Immediate Action**

If Grantee or Grantor reasonably determine that circumstances require immediate action to prevent or mitigate significant damage to or loss of the Property, then such Party may pursue any immediate remedy available at law or in equity without having to follow these alternative dispute resolution procedures in this Section, and then pursue such alternative dispute resolution procedures.

### **4.3.5 Matters Not Subject to Alternative Dispute Resolution**

This Section on alternative dispute resolution procedures shall not apply to any dispute between the Parties that also relates to a dispute with BNSF or any dispute between the Parties concerning Hazardous Substances. This Section on alternative dispute resolution shall also only apply to Disputes between the original Grantor and Grantee, and not to their respective heirs, legal representatives, successors and assigns, or TPOs, unless such parties to a Dispute agree to alternative dispute resolution, except that this Section will apply to any Disputes between Grantor and Grantee and their respective heirs, legal representatives, successors and assigns or TPOs (if applicable) related to Sections 2.1.1, 2.2.2, 2.2.3 and 3.2.1.

**4.3.6** In addition to the specific remedies set forth in this Easement, and except for the limitations on remedies for Hazardous Substances set forth in Section 4.2.5 of this Easement, Grantor and Grantee, following the alternative dispute resolution procedure called for herein, shall be entitled to all remedies in law or equity. Further, should the Grantor and Grantee be unable to make any joint determination called for by this Agreement and be unable to resolve the Dispute through the alternative dispute resolution procedure called for herein, then Grantor and Grantee agree that a Court shall have the authority to decide the terms of the joint determination in question.

## **4.4 Litigation Regarding Title; Encroachments**

**4.4.1** Grantor makes no warranty of title as to the Property or the Easement. If Grantor or Grantee receives any written document or lawsuit challenging or questioning Grantor's title to any portion of the Property, then within ten (10) business days of receipt the receiving Party shall transmit to the other Party a copy of such document. Grantor and

Grantee shall in good faith cooperate and confer with one another as to the appropriate response to any such challenge in order to carry out the Parties' intended uses of the Property as expressed in the Easement.

**4.4.2** Should either Party identify an unauthorized encroachment on the Property, such party shall reasonably promptly notify the other in writing, and the Parties shall in good faith cooperate and confer with one another as to the appropriate action to take with regard to the encroachment in order to carry out the Parties' intended uses of the Property as expressed in the Easement.

#### **4.5 Taxes**

**4.5.1** Grantee shall be solely responsible to pay on a current basis any taxes and assessments related to the Property, if any, including without limitation real property ad valorem taxes, special benefit assessments and other governmental impositions (collectively "Taxes") that may apply to its interests in the Property, its activities upon the Property, or its improvements to the Property, including all stormwater management fees assessed by any jurisdiction in which the Trail Area is located that are triggered by or arising from Grantee's exercise of its Trail rights and obligations on the Property under Section 2.1 of this Easement. Grantor shall be solely responsible to pay on a current basis any Taxes that may apply to its activities upon the Property, or its improvements to the Property, and to require any third party with an interest in the Property or any TPO to pay on a current basis any Taxes that may apply to their respective interests in the Property, activities upon the Property, or improvements to the Property. Nothing contained herein shall modify the Parties' respective rights to contest any such Tax, and neither party shall be deemed to be in default as long as it shall, in good faith, be contesting the validity or amount of any such Taxes.

#### **4.6 Effect of Easement; Assignment**

This Easement creates a servitude running with the land that comprises the Property. It conveys an easement that is appurtenant to, for the benefit of, and shall run with Grantee's regional system of trails and parks and all real property and real property interests now owned or hereafter acquired for park or trail purposes by Grantee and its heirs, legal representatives, successors and assigns. The terms and conditions contained in this Easement shall also be deemed covenants running with the land that comprises the Property, and shall bind the Grantor, and its heirs, legal representatives, successors and assigns. The terms "Grantor" and "Grantee" are expressly defined to mean the Port of Seattle and King County, respectively, and their respective heirs, legal representatives, successors and assigns. Grantee may assign its rights in this Easement to another entity so long as such entity is approved by the STB as a replacement Interim Trail User and assumes all Railbanking Obligations associated therewith, and so long as such entity is approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

#### **4.7 Headings**

The headings in this Easement are for convenience only and shall not be deemed to expand, limit, or otherwise affect the substantive terms of the Easement rights and the covenant obligations that it embodies.

#### **4.8 Neutral Authorship**

Each party has been represented by counsel in connection with the negotiation, execution and delivery of this Easement. Each of the provisions of this Easement has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Easement.

#### **4.9 Governing Law; Jurisdiction and Venue; Attorneys' Fees**

The laws of the State of Washington shall govern the interpretation and enforcement of this Easement. The parties agree that the Superior Court in King County, Washington, shall be the sole and exclusive venue for any action or legal proceeding for an alleged breach of any of the terms and conditions set forth herein, or to enforce, protect, determine or establish any term, covenant or provision of this Easement or the rights hereunder of either party; and the parties hereby agree to submit to the personal jurisdiction of said court. If either party brings such an action or legal proceeding, the prevailing party shall be entitled to recover from the non-prevailing party, as part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs, including those incurred upon appeal, as may be fixed by the court.

#### **4.10 Severability**

If any provision of this Easement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the parties. If a court finds that any provision of this Easement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **4.11 Non-Waiver**

The failure of either party to enforce any provision of this Easement shall not be construed as a waiver or limitation of that party's right subsequently to enforce and compel strict compliance with every provision of this Easement.

**4.12 Entire Agreement; Relation to Master Agreement and Acquisition Agreements**

This Easement, the Acquisition Agreements and the Interlocal set forth the entire agreement between the Parties with respect to the subject matter hereof, and are intended by the Parties to be read in harmony with one another. There are no understandings or agreements between the parties respecting the subject matter hereof, written or oral, other than as set forth in those documents. If, however, there is any conflict between this Easement and the Interlocal, or between this Easement and the Acquisition Agreements, then the terms of this Easement shall control. This Easement may be amended by the mutual written agreement of the Parties.

IN WITNESS WHEREOF, the said Grantor and Grantee have signed this 18 day of December 2009.

GRANTOR

PORT OF SEATTLE  
Approved as to Form:

By [Signature]  
Deputy General Counsel

By [Signature]  
Tay Yoshitani  
Chief Executive Officer

KING COUNTY  
Approved as to Form:

By [Signature]  
Senior Deputy Prosecuting Attorney

By [Signature]  
Dow Constantine  
King County Executive





**EXHIBIT 1****LEGAL DESCRIPTION FOR THE PROPERTY****Washington Branch Line****12/16/09**

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville (MP 23.8) to Kenndale (MP 5.0), Washington Branch Line right of way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed upon, over and across King County, Washington, more particularly described as follows, to-wit:

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across that portion of the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 9, Township 26 North, Range 5 East, W. M., King County, Washington lying Southerly of the Southwesterly boundary of that certain 100 foot wide tract of land described in deed dated June 14, 1887 from Mary B. Jaderholm to Seattle and West Coast Railway, recorded June 14, 1887 in Volume 41 of Deeds, Page 385, records of said County; also,

That certain 4.02 acre tract of land described in deed dated November 13, 1903 from Emanuel Neilsen and Grete Neilsen to Northern Pacific Railway Company recorded November 16, 1903 in Volume 358 of Deeds, Page 543, records of King County, Washington, said 4.02 acre tract being described in said deed for reference as follows:

"A strip of land over and across the south half of the southeast quarter (S/2 of SE/4) of Section nine, Township twenty-six (26) north, Range five (5) east, W.M., consisting of a strip of land one hundred ten (110) feet wide, being fifty (50) feet wide on the southwesterly side of the center line of the proposed Seattle Belt line railroad of the Northern Pacific Railway Company, as the same is surveyed and staked out across said premises, and sixty (60) feet in width on the northeasterly side of said center line; and an additional strip of land twenty (20) feet in width on the northeasterly side of said above described strip from Station 29 of said railroad center line extending to the south line of said Section 9, a distance of 580 feet, said additional strip being 20 feet wide and 580 feet long; containing 4.02 acres, more or less." EXCEPTING THEREFROM, All that portion of the Southwesterly 35.0 feet of Parcels "A" and "B" of Boundary Line Adjustment Number S92L0145R, King County, Washington, according to the recorded plat thereof.

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and

across the NE $\frac{1}{4}$  Section 16, and the W $\frac{1}{2}$  Section 15, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said NE $\frac{1}{4}$  Section 16, and bounded on the South by South line of said W $\frac{1}{2}$  Section 15; also,

That portion of that certain 50.0 foot wide Branch Line right of way, being 25.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$  and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22, Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said Section 22, and bounded on the South by South line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 22; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the E $\frac{1}{2}$  Section 22, the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27, all in Township 26 North, Range 5 East, W. M., bounded on the North by the North line of said E $\frac{1}{2}$  Section 22, and bounded on the South by South line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27; also,

That certain 4.43 acre tract of land described in deed dated April 3, 1903 from Nellie Nelson to Northern Pacific Railway Company recorded April 3, 1903 in Book 342 of Deeds, Page 371, records of King County, Washington, said 4.43 acre tract being described in said deed for record as follows:

"All that portion of the Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26 North, Range 5 East, lying between the easterly line of the present right of way of the Northern Pacific Railway Company, which line is 50 feet distant southeasterly from the center line of the railroad track of said company, as now located and constructed over and across said premises and a line drawn parallel to and 50 feet distant southeasterly from, when measured at right angles to the center line of the proposed railroad track as now staked out and to be constructed, over and across said premises;

"Also all that portion of said Southeast Quarter (S.E. 1/4) of the Northwest Quarter (N.W. 1/4) of Section 27, Township 26, lying within 50 feet of that certain straight line which connects the center line of the present track of the Northern Pacific Railway Company line with the center line of the proposed track of the Northern Pacific Railway Company line and being tangent to the curves of both of said center lines, containing in all 4.43 acres, be the same more or less." EXCEPTING THEREFROM, Lot 3, King County Short Plat Number 1078060, recorded under King County Recording Number 8003270855, being a subdivision of: That portion of the southeast quarter of the northwest quarter of Section 27, Township 26 North, Range 5 East, W.M., King County, Washington, lying northerly and westerly of the northerly and westerly right of way of the Northern Pacific Railway Company's "Seattle Belt Line", and south of the southerly right of way line of that road conveyed to King County by deed recorded under Recording Number 2695175 and northeasterly of a line described as follows: Beginning at the northwest corner of the southeast quarter of the northwest quarter of said Section 27; thence south 1°58'24" west along the west line of the southeast quarter of the northwest quarter of said Section 27, a distance of 265 feet; thence

north 65°33'39" east 444.80 feet to the true point of beginning of the following described line; thence south 18°15'21" east, 640 feet, more or less, to the northerly right of way line of said Northern Pacific Railway Company's "Seattle Belt Line", said northerly right of way line being 50' Northeast of the center line of the maintrack as now constructed and the terminus of said line.; also,

That certain 0.05 acre tract of land described in deed dated August 25, 1904 from Otto Weppler et al. to Northern Pacific Railway Company recorded September 7, 1904 in Book 375, Page 507, records of King County, Washington, said 0.05 acre tract being described in said deed for reference as follows:

"All that piece or parcel of land in the southeast quarter of the northwest quarter (SE/4 of NW/4) of Section twenty-seven (27), Township twenty-six (26), Range five (5) east, W. M. which lies northwesterly of the original Seattle Belt Line right of way as described in deed recorded in Volume 116 of Deeds, Page 289, Records of King County, and within fifty (50) feet of the center line of the revised location of the track of the Seattle Belt Line as the same is now surveyed and being constructed over and across said subdivision, containing 5/100 acres, more or less."; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the SW¼NW¼ Section 27 the S½NE¼, NW¼SE¼, SW¼ Section 28, W½NW¼, NW¼SW¼ Section 33, SE¼ Section 32, all in Township 26 North, Range 5 East, W. M., bounded on the East by the East line of said SW¼NW¼ Section 27, and bounded on the South by South line of said SE¼ Section 32, **EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260805, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 30, 1998 as Document No. 9807301468, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260791, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Quitclaim Deed dated January 6, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2000 as Document No. 20000211000454, records of King County, Washington, ; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 3, 4, 5, 6, 11, 12, 13, 14, 18, 19, 23, 24, 25 and 26, the vacated alley between Blocks 13 and 14, and vacated Arlington Avenue between Blocks 14 and 19, as said Blocks and Streets are shown on plat of Lake Avenue

Addition to Kirkland as recorded in Volume 6 of Plats, Page 86, Records of said County, together with any right title and interest, if any to those portions of Victoria Avenue, Harrison Avenue, Moreton Avenue; Jefferson Avenue, and Washington Avenue and Maple Street and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way, **EXCEPTING THEREFROM**, that portion of Lot 3, Block 5, Lake Avenue Addition to Kirkland, according to the official plat thereof in the office of the Auditor of King County, Washington lying between two lines drawn parallel with and distant, respectively, 34.0 feet and 50.0 feet Westerly of, as measured at right angles from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway) Main Track centerline as now located and constructed upon, over, and across said Block 5; also,

That portion of that certain 100.0 foot wide Branch Line right of way in the City of Kirkland, Washington, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Blocks 220, 223, 224, 232, 233, 238, and 241 as said Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of King County Plats, at page 5, together with any right title and interest, if any to those portions of Massachusetts Avenue, Madison Avenue, Michigan Avenue, Olympia Avenue, Piccadilly Avenue, Cascade Avenue, Clarkson Avenue, Fir Street, and alleys within said Blocks which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Lots 1, 2, 4, 37, and all of Lots 3, 38, and 39, Block 227 as said Lots and Blocks are shown on the Supplementary Plat to Kirkland as filed in Volume 8 of King County Plats, at page 5, which lie Northeasterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Southwesterly of a line parallel with and distant 50 feet Northeasterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the, S $\frac{1}{2}$ SE $\frac{1}{4}$  Section 5, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South right of way line of Clarkson Avenue, City of Kirkland, Washington, and bounded on the West by the West line of said E $\frac{1}{2}$ SW $\frac{1}{4}$ , Section 8, **EXCEPTING THEREFROM**, that certain tract of land described in Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260787, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Quitclaim Deed dated May 15, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded August 5, 1999 as Document No. 19990805001402, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC

recorded July 28, 1998 as Document No. 9807281544, records of King County, Washington, also;

That certain 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington, said 0.23 acre tract being described in said deed for reference as follows:

“Commencing at a point in the east line of Lot four (4), Section eight (8), Township twenty-five (25) North, Range five (5) east, W.M., that is 395 feet north of the southeast corner of said lot, and running thence west parallel with the south line of said Lot four (4) 67 feet, more or less, to a point that is 50 feet distant from, when measured at right angles to, the center line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway Company as the same is now located, staked out and to be constructed across said Section eight (8); thence running northeasterly parallel with said railway center line 200 feet; thence westerly at right angles to said railway center line 30 feet; thence northeasterly parallel with said railway center line, and 80 feet distant therefrom, 130 feet, more or less, to the east line of said Lot four (4); thence south along said east line of said Lot four (4) 322 feet, more or less, to the point of beginning; containing 0.23 acres, more or less.”; also;

That certain strip of land described in deed dated March 3, 1904 from Seattle and Shanghai Investment Company to Northern Pacific Railway Company recorded March 9, 1904 in Book 387, Page 243, records of King County, Washington, said strip being described in said deed for reference as follows:

“A strip of land Two Hundred twenty-five (225) feet in width across that certain parcel of land designated as Tract “B” in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor’s office of King County, Washington in Volume 245 of Deeds, at page 41, reference thereto being had. Said strip of land hereby conveyed, having for its boundaries two lines that are parallel with and respectively distant One Hundred (100) feet easterly from, and One Hundred Twenty-Five (125) feet westerly from, when measured at right angles to, the center line of the Seattle Belt Line branch of the NORTHERN PACIFIC RAILWAY COMPANY, as the same is now constructed and located across said Tract “B”, which said Tract “B” is located in Section 17 of Township 25, North of Range 5 east of the Willamette Meridian”; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 4, Section 8, Government Lots 1, 2, and 3, the E $\frac{1}{2}$ SW $\frac{1}{4}$  Section 17, and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$  Section 20, all in Township 25 North, Range 5 East, W. M., bounded on the North by the South line of that certain hereinabove described 0.23 acre tract of land described in deed dated July 15, 1903 from Samuel F. French to Northern Pacific Railway Company recorded August 8, 1903 in Book 361 of Deeds, Page 249, records of King County, Washington and the East line of said Government Lot 4, Section 8, and

bounded on the South by the South line of said NE $\frac{1}{4}$  Section 20, together with such additional widths as may be necessary to catch the slope of the fill in the N $\frac{1}{2}$  of said Government Lot 2, Section 17 as delineated in the 7th described parcel in deed dated June 20, 1903 from Kirkland Land and Improvement Company to Northern Pacific Railway Company recorded June 26, 1903 in Book 352, Page 582, records of King County, Washington. **EXCEPTING THEREFROM**, that portion of said 100.0 foot wide right of way lying within said hereinabove described parcel of land designated as Tract "B" in deed from the Kirkland Land and Improvement Company to H. A. Noble, dated July 13, 1899 of record in the Auditor's office of King County, Washington in Volume 245 of Deeds, at page 41.; also,

That certain tract of land described in deed dated December 26, 1952 from Alma F. Robinson and William G. Robinson et al. to Northern Pacific Railway Company recorded January 14, 1953 in Book 3220 of Deeds, Page 301, in the records of the Auditor's office of King County, Washington, said tract of land being described in said deed for reference as follows:

"That portion of the south half of the northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) of Section 20, Township 25 North, Range 5 East of the Willamette Meridian, described as follows: Commencing at the center of said section; thence north 0 degrees 18 minutes 24 seconds west along the north and south quarter line of said section 738.60 feet to the center of the county road; thence along said road south 77 degrees 7 minutes east 500.00 feet; thence south 71 degrees 54 minutes east 308.27 feet, more or less; thence north 34 degrees 38 minutes east 18.00 feet to a stake in the north margin of said road; thence north 34 degrees 38 minutes east 609.40 feet, more or less, to the southwesterly margin of the Grantee's right of way, said margin being concentric with and distant 50 feet southwesterly, measured radially, from the center line of the main track of the Grantee's Belt Line as now constructed; thence southeasterly along said margin approximately 150 feet to a point distant 50 feet southwesterly, measured along the radius of the curve of said center line, from station 511 plus 50 in said center line (which station is distant 2337.6 feet southeasterly measured along said center line, from the north line of said section), the last-described point being the true point of beginning; thence southeasterly and southerly along said margin to a point distant 50 feet westerly, measured along the radius of said curve, from station 515 plus 60 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly measured along the radius of said curve, from station 514 plus 28 in said center line; thence northwesterly in a straight line to a point distant 110 feet southwesterly, measured along the radius of said curve, from station 513 plus 28 in said center line; thence northerly in a straight line to the true point of beginning.", also,

That portion of that certain 100.0 foot wide Branch Line right of way at said Railway Company's Northrup Station, being 50.0 feet on each side of said Branch Line's Main Track centerline, as originally located and constructed, upon, over and across Blocks 12, 13, 14, 15, 16, 21, 22, 23 and 24, all within Kirkland Syndicate First Addition to Seattle, together with any right title and interest, if any to those portions of Maple Street, Nelson Street,

Bixby Street, Kirkland Avenue, Hawks Avenue and Fransen Avenue which lie within said 100.0 foot wide Branch Line right of way; also,

Those portion of Lots 10, 11, and 12, Block 14, Lots 1, 2, 3, and 4, Block 23 and Lot 10, Block 24, all within Kirkland Syndicate First Addition to Seattle, lying Southwesterly of a line parallel with and distant 50 feet Southwesterly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as originally located and constructed, upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and bounded on the South by the South line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, together with any right title and interest, if any to those portions of Fransen Avenue, Jordan Avenue, Elkoos Avenue, and Railroad Avenue, which lie within said 100.0 foot wide Branch Line right of way; also,

That portion of Block 7, of Kirkland Syndicate's Second Addition to Kirkland Washington, situate in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 20, and that portion of said Railway Company's property situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  Section 21, and in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 28, all in Township 25 North, Range 5 East, W. M., lying Easterly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as now located and constructed and Westerly of a line parallel with and distant 50.0 feet Westerly from, measured at right angles to said Railway Company's Main Track centerline as originally located and constructed, bounded on the West by the West line of said Block 7 and its Northerly prolongation, and bounded on the South by the intersection of said parallel lines, together with any right, title and interest, if any, to Houghton Street and Railroad Avenue of Kirkland Syndicate's Second Addition to Kirkland Washington; also,

That certain 0.63 acre tract of land described in deed dated November 13, 1904 from Nathan P. Dodge Et Ux. to the Northern Pacific Railway Company recorded February 9, 1905 in Volume 408 of Deeds, Page 263, records of King County, Washington, said 0.63 acre being described in said deed for reference as follows:

"That part of southwest quarter of southwest quarter (SW/4 of SW/4), Section twenty-one (21), Township twenty-five (25) north, Range five (5) east, W. M., described by metes and bounds as follows:

"Beginning at a point in the south line of said Section twenty-one (21) fifty (50) feet east from, when measured at right angles to, the original right of way of Seattle Belt Line Branch of the Northern Pacific Railway Company, as conveyed by deed executed by Roscoe Dunn and Ann Dunn his wife, dated Oct. 4<sup>th</sup>, 1890 and recorded Dec. 4<sup>th</sup>, 1890 in volume 116 of deeds, page 114, and running thence north 8° 40' west parallel with and 50 feet distant

easterly from said original right of way line a distance of 270 feet to a point of curve; thence northwesterly along a curve to the left having a radius of 716.8 feet, a distance of 492.7 feet; thence north  $48^{\circ} 5'$  west a distance of 135 feet more or less, to a point on the said easterly line of the original right of way of said railway; thence southeasterly along said original easterly right of way line on a curve to the right having a radius of 859 feet, a distance of 591 feet; thence continuing along said easterly right of way line south  $8^{\circ} 40'$  east, a distance of 260 feet, more or less, to an intersection of said right of way line with the southern boundary line of said section 21; thence east 50.5 feet, more or less, to point of beginning, containing 0.63 acres, more or less, situated in the County of King, State of Washington.”; also,

That certain strip of land described in deed dated August 3, 1904 from John Zwiefelhofer and Aloisia Zwiefelhofer to Northern Pacific Railway Company recorded August 6, 1904 in Book 404 of Deeds, Page 44, records of King County, Washington, said strip of land being described in said deed for reference as follows:

“A strip of land fifty (50) feet wide lying immediately east of the right of way of said Railway Company and extending South from the North line of Section 28, Township 25 North Range 5 East a distance of Six Hundred feet (600) and containing 0.69 acres in the Northwest Quarter of the Northwest quarter ( $NW\frac{1}{4}NW\frac{1}{4}$ ) of Section 28 Tp 25 N R. 5 E WM.”, **EXCEPTING THEREFROM**, that portion of said 50 foot wide strip lying Northerly of a line parallel to and 400.0 feet Southerly of the North line of said  $NW\frac{1}{4}NW\frac{1}{4}$  of Section 28 ; also,

Parcel 3, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001, **EXCEPTING THEREFROM**, that certain tract of land described in deed dated December 13, 1996 from Burlington Northern Railroad Company to Fibres International, recorded December 13, 1996 as Document No. 9612130870, records of King County, Washington; also,

Tract B, of City of Bellevue Short Plat No. 80-16, according to the Short Plat recorded under King County Recording No. 8101239001; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Railway Company's Main Track centerline, as now located and constructed, upon, over and across the  $W\frac{1}{2}W\frac{1}{2}$  Section 28,  $W\frac{1}{2}NW\frac{1}{4}$  Section 33, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said  $W\frac{1}{2}W\frac{1}{2}$  Section 28, and bounded on the South by the South line of said  $W\frac{1}{2}NW\frac{1}{4}$  Section 33, **EXCEPTING THEREFROM**, that portion of said 100.0 foot wide right of way lying Easterly of a line parallel with and distant 35 feet Easterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed and Northerly of a line parallel to and 400.0 feet Southerly of the North line of said  $NW\frac{1}{4}NW\frac{1}{4}$  of Section 28, **ALSO EXCEPTING THEREFROM**, that portion of said 100 foot wide Branch Line right of way lying within that certain tract of land described in Special

Warranty Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2000 as Document No. 20000522001155, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805221787, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated June 8, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded January 3, 2003 as Document No. 20030103001327, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 28, 1998 as Document No. 9812282942, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated March 17, 2000 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded October 4, 2000 as Document No. 20001004000767, records of King County, Washington, , also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across Lots 1, 2, 3, 4 and 8 of Strawberry Lawn, King County Washington, recorded in Volume 4 of Plats, page 30½, King County, Washington recorder, together with such additional widths as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in said Lots 1 and 8 of Strawberry Lawn, King County Washington, as delineated in deed dated August 31, 1903 from Henry Hewitt, Jr. and Rocena L. Hewitt to the Northern Pacific Railway Company, **EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 1998 as Document No. 9805260792, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in Deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281537, records of King County, Washington, also;

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the W½ Section 4, Government Lots 1 and 4, E½W½ Section 9, Government Lot 1, SW¼NW¼, NW¼SW¼ Section 16, Government Lots 4 and 5 Section 17, Government Lots 1, 2, 3 and 4 Section 20, Government Lots 1, 2, 3, 4 and 5 Section 29, all in Township 24 North, Range 5 East, W. M., bounded on the North by the North line of W½ Section 4, and bounded on the South by the South line of said Government Lot 5, Section 29, together with such additional widths or strips of land as are necessary to catch the slopes of the cuts and fills of the roadbed of said Railway in the NW¼NW¼ of said Section 4, which said roadbed is to be constructed having a width at grade of 22 feet and the cuts to have a slope of one to one and the fills to have a slope of one and one half to one, as delineated in deed

dated September 8, 1903 from Lake Washington Land Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington, **EXCEPTING THEREFROM**, that certain tract of land described in Correction Special Warranty Deed dated April 30, 2001 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2001 as Document No. 20010522000186, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281547, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281545, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281546, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 24, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded July 28, 1998 as Document No. 9807281543, records of King County, Washington, **ALSO EXCEPTING THEREFROM** that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 30, 2001 as Document No. 20010430000977, records of King County, Washington, **ALSO EXCEPTING THEREFROM** that certain tract of land described in deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded December 15, 1998 as Document No. 9812151238, records of King County, Washington; also,

That certain Tract I and that certain Tract II described in deed dated September 19, 1967 from State of Washington to Northern Pacific Railway Company filed for record December 13, 1967 in Book 5023, Page 546, Auditor's No. 6278130, records of King County, Washington, said Tracts being described in said deed for reference as follows:

"Tract I: (Fee)

"All those portion of the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Westerly of the existing 100 foot right of way of the Northern Pacific Railway Company and Easterly of a line described as follows: Beginning at a point opposite Station REL. R.R. 737+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Westerly therefrom when measured radially thereto (which point also lies on the Westerly line of said existing railroad right of way); thence Southerly parallel with said relocated railroad center line to a point opposite REL. R.R. 739+00 thereon; thence Southwesterly in a straight line to a point opposite REL. R.R. 740+00 on said relocated railroad center line and 130 feet Westerly therefrom when measured radially thereto; thence Southerly parallel with said relocated railroad center line a distance of 350 feet, more or less, to an intersection with

the Northerly right of way line of State Highway Project entitled Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence North  $84^{\circ}13'42''$  East along said Northerly right of way line a distance of 125 feet, more or less to an intersection with said Westerly line of said existing railroad right of way and the end of this line description:

"Tract II: (Fee)

"All those portion of Lots 13 and 14, Block 1, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County and of the Northeast quarter of the Southwest quarter, Section 9, Township 24 North, Range 5 East, W.M., lying Northwesterly of the existing 100 foot right of way of the Northern Pacific Railway Company and Southeasterly of a line described as follows: Beginning at the Southeast corner of said Lot 13, which point also lies on the Northwesterly line of said existing railroad right of way; thence Northeasterly in a straight line to a point opposite REL. R.R. 753+00 on the Relocated Railroad Center Line (as hereinafter described) and 50 feet Northwesterly therefrom when measured at right angles thereto; thence Northeasterly in a straight line to a point opposite REL. R.R. 752+00 on said relocated railroad center line and 90 feet Northwesterly therefrom when measured at right angles thereto; thence Northeasterly parallel with said relocated railroad center line a distance of 120 feet, more or less, to an intersection with the Southerly right of way line of State Highway Project entitled Primary State Highway No. 2 (SR 90), East Channel Bridge to Richards Road (as hereinafter described); thence South  $79^{\circ}37'46''$  East a distance of 105 feet, more or less, to an intersection with said Westerly line of said existing railroad right of way and the end of this line description: ...

..."RELOCATED RAILROAD CENTER LINE DESCRIPTION:

"Beginning at Railroad Station 734+80 on the existing main line center line of the Northern Pacific Railway Company's Track in the Southeast quarter of the Northwest quarter, Section 9, Township 24 North, Range 5 East, W.M., in the vicinity of Factoria, Washington, which point equals Relocated Railroad Station (hereinafter referred to as REL. R.R.) 734+80; thence South  $20^{\circ}44'04''$  East a distance of 21.1 feet to REL. R.R. 735+01.10 T.S.; thence on the arc of an increasing spiral curve to the right having an "A" value of 5 a distance of 80 feet to REL. R.R. 735+81.10 S.C.; thence on the arc of a  $4^{\circ}$  circular curve to the right thru a central angle of  $49^{\circ}18'$  a distance of 1232.50 feet to REL. R.R. 748+13.60 C.S.; thence on the arc of a decreasing spiral curve to the right having an "A" value of 5, a distance of 80 feet to R.R. 743+93.60 S.T.; thence South  $31^{\circ}46'$  West a distance of 683.96 feet to REL. R.R. 755+77.56 T.S.; thence on the arc of an increasing spiral curve to the left having an "A" value of 5 a distance of 80 feet to REL. R.R. 756+57.56 S.C. which point equals Railroad Station 756+91.53 ahead on said existing main line center line of track in the Southeast quarter of the Southwest quarter, Section 9, and the end of this center line description.

**"SOUTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:**

"Beginning at the Southwest corner of Lot 21, Block 4, Mercer Addition, according to the plat thereof recorded in Volume 17 of Plats, page 8, records of King County, and running thence North 79°37'46" West a distance of 324.08 feet.

**"NORTHERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 2 (SR 90), EAST CHANNEL BRIDGE TO RICHARDS ROAD:**

"Beginning at REL. R.R. 746+28.83 P.O.C. on the Relocated Railroad Center Line (as above described); thence South 84°03'37" West a distance of 344.01 feet; thence North 5°56'23" West a distance of 212.5 feet; thence North 80°02'48" East a distance of 109.27 feet; thence North 5°56'23" West a distance of 25 feet; thence North 70°51'54" East a distance of 196.18 feet to the true point of beginning of this line description; thence North 84°13'42" East a distance of 294.43 feet."; also

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across Government Lot 1, Section 32, Township 24 North, Range 5 East, W. M., King County, Washington, bounded on the North and South by the North and South lines of said Government Lot 1; also,

That certain 100.0 foot wide Branch Line right of way, upon, over and across Government Lot 2, Section 32, and Government Lots 3 and 4 Section 31, all in Township 24 North, Range 5 East, W. M., King County, Washington, as described in Deed dated September 8, 1903 from Lake Washington Belt Line Company to Northern Pacific Railway Company, recorded in Volume 386 of Deeds, Page 147, records of King County, Washington. **EXCEPTING THEREFROM**, that certain tract of land described in deed dated September 14, 2001 from The Burlington Northern and Santa Fe Railway Company to Barbee Forest Products, Inc., **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in deed dated March 23, 1936 from Northern Pacific Railway Company to Frank Walloch, lying within said Government Lot 2, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated May 8, 1990 from Burlington Northern Railroad Company to Robert J. Phelps and Nancy C. Phelps, recorded as document 9005101552, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated March 19, 1992 from Burlington Northern Railroad Company to Gilbert A. Schoos and Alice G. Shoos; also, **ALSO EXCEPTING THEREFROM**, that certain tract of land described in deed dated February 1, 1937 from Northern Pacific Railway Company to Carl Jorgensen and Christine Jorgensen, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, **ALSO EXCEPTING**

**THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That certain tract of land described in deed dated March 17, 1904 from The Lake Washington Land Company to Northern Pacific Railway Company, situated in Lot 3, Section 31, Township 24 North, Range 5 East, W. M., King County, Washington, said tract being described in said deed for reference as follows:

"All that portion of said Lot three (3) lying between the eastern line of the right of way of the Northern Pacific Railway Company over and across said lot and a line drawn parallel with and twelve and one-half (12-1/2) feet distant easterly from the center line of said Seattle Belt Line Branch of the Northern Pacific Company as the same is now temporarily located and constructed over and across said lot, and containing on-fourth of an acre, more or less ..." **EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated February 28, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded April 20, 1999 as Document Number 9904210268, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 26, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000619, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 5, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000620, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Quitclaim Deed dated June 26, 1998 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000618, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land

described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded June 17, 1999 as Document Number 19990617000621, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in Correction Deed dated May 6, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 24, 1998 as Document Number 20001030000428, records of King County, Washington; also,

That portion of said Railway Company's property situated in Government Lot 1, Section 6, Township 23 North, Range 5 East, W. M., King County, Washington, lying Southwesterly of a line parallel with and distant 50.0 feet Northeasterly from, measured at right angles to said Railway Company's Branch Line Main Track centerline as originally located and constructed, and Northeasterly of the Southwesterly boundary of that certain 100 foot strip described in Judgment and decree of Appropriation, No. 40536, dated February 8, 1904 in the Superior Court of the State of Washington in and for the County of King, bounded on the North by the North line of said Lot 1, Section 6, and bounded on the South by a line radial to said Railway Company's Main Track centerline, as now located and constructed at a point distant 65.5 feet Northwesterly of the East line of said Lot 1, Section 6, as measured along said Main Track centerline.

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#### Redmond Spur

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Redmond Spur Right of Way, varying in width on each side of said Railway Company's Main Track centerline, as now located and constructed, between Woodinville (Milepost 0.0) to Redmond (Milepost 7.3), King County, Washington, more particularly described as follows, to-wit:

That certain tract of land described in deed dated December 28, 1931 from John DeYoung and Ellen DeYoung to Northern Pacific Railway Company recorded in Volume 1511 of Deeds, Page 495, records of King County, Washington, lying in the N/2 of SE/4 Section 9, Township 26 North, Range 5 East, W. M., **EXCEPTING THEREFROM**, that portion of that certain tract of land described in deed dated November 17, 1998 from The Burlington Northern and Santa Fe Railway Company to Tjossem Properties IV, LLC and Tjossem Properties V, LLC, recorded December 23, 1998 as Instrument No. 9812240021, which lies within said tract described in deed dated December 28, 1931; also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the E $\frac{1}{2}$  Section 9, the NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 16, the NW $\frac{1}{4}$  Section 15, all in Township 26 North, 5 East, W. M., bounded Northerly by a line concentric with and distant

50.0 feet Southwesterly from, measured radially to said Railway Company's Seattle to Sumas Main Track centerline as now located and constructed, and bounded Southerly by the South line of said NW $\frac{1}{4}$  Section 15, **EXCEPTING THEREFROM**, that portion of that certain tract of land described in deed dated November 17, 1998 from The Burlington Northern and Santa Fe Railway Company to Tjossem Properties IV, LLC and Tjossem Properties V, LLC, recorded December 23, 1998 as Instrument No. 9812240021, which lies within said 100.0 foot wide right of way, **ALSO EXCEPTING THEREFROM**, that portion of that certain 100.0 foot wide Seattle Belt Line right of way described in deed dated May 19, 1903 from Mary B. Hansen and Anders Hansen to Northern Pacific Railway Company recorded May 28, 1903 in Volume 361 of Dees, Page 48, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, the Northeasterly 25.0 feet of said 100.0 foot wide Redmond Spur right of way, bounded on the South by the South line of said E $\frac{1}{2}$  Section 9 and bounded Northwesterly by a line perpendicular to said Railway Company's Main Track centerline, at a point distant 1,060.0 feet Northwesterly of said South line of the E $\frac{1}{2}$  Section 9, as measured along said Main Track centerline, being that certain tract of land described in Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded February 11, 2003 as Document No. 20030211000429, records of King County, Washington; also,

That portion of that certain 50.0 foot wide Redmond Spur right of way, being 25.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW $\frac{1}{4}$  Section 15, Township 26 North, 5 East, W. M., bounded Northerly and Easterly by the North and East lines of said SW $\frac{1}{4}$  Section 15; also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15, Township 26 North, 5 East, W. M., bounded Westerly and Southerly by the West and South lines of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15; also,

That portion of that certain 30.0 foot wide Redmond Spur right of way, being 15.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the W $\frac{1}{2}$ NE $\frac{1}{4}$  Section 22, Township 26 North, 5 East, W. M., bounded Northerly and Southerly by the North and South lines of said W $\frac{1}{2}$ NE $\frac{1}{4}$  Section 22

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 22, W. M., bounded Northerly and Southerly by the North and South lines of said NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 22; also,

That portion of that certain 50.0 foot wide Redmond Spur right of way, being 25.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 22, and the W $\frac{1}{2}$ NE $\frac{1}{4}$  Section 27, Township 26 North, 5 East, W. M., bounded Northerly by the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 22, and bounded Westerly by the West line of said W $\frac{1}{2}$ NE $\frac{1}{4}$  Section 27; also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27, Township 26 North, 5 East, W. M., bounded Easterly and Southerly by the East and South lines of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 27; also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the S $\frac{1}{2}$  Section 27, Township 26 North, 5 East, W. M., bounded Northerly and Southerly by the North and South lines of said S $\frac{1}{2}$  Section 27; also,

That portion of that certain 50.0 foot wide Redmond Spur right of way, being 25.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 34, Township 26 North, 5 East, W. M., bounded Northerly and Southerly by the North and South lines of said W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 34; also,

A 50.0 foot wide strip of land lying immediately adjacent to and Westerly of said Railway Company's 50.0 foot wide right of way in the W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 34, Township 26 North, 5 East, W. M., bounded Northerly by the North line of said W $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 34, and bounded Southerly by a line perpendicular to said Railway Company's Main Track centerline at a point 1400 feet Southerly of the North line of said W $\frac{1}{2}$ NE $\frac{1}{4}$  Section 34, as measured along said Railway Company's Main Track centerline, as originally located and constructed; also

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the W $\frac{1}{2}$ SE $\frac{1}{4}$  Section 34, Township 26 North, 5 East, W. M., the NE $\frac{1}{4}$  Section 3, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ , the SW $\frac{1}{4}$ , and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 2, all in Township 25 North, 5 East, W. M., bounded Northerly by the North line of said W $\frac{1}{2}$ SE $\frac{1}{4}$  Section 34, and bounded Southerly by the South line of said Section 2, **EXCEPTING THEREFROM**, the Easterly 25.0 feet of said 100.0 foot wide Redmond Spur right of way, upon, over and across the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 34, Township 26 North, Range 5 East; and the N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 3, Township 25 North, Range 5 East, W. M., King County, Washington, lying between two lines drawn parallel and concentric with and distant, respectively, 25.0 feet and 50.0 feet Easterly, as measured at right angles and radially from said Main Track centerline, bounded on the North by the North line of said W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 34, Township 26 North, Range 5 East, and bounded on the Southeast by a line drawn parallel with and distant 40.0 feet Northwesterly, as measured at right angles from the centerline of Northeast 98th Court, as now located and constructed upon, over and across the said N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 3, Township 25 North, Range 5 East; also,

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 75.0 feet on the Northerly side and 25.0 feet on the Southerly side of said Main Track centerline, as originally located and constructed, upon, over and across the N $\frac{1}{2}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ NW $\frac{1}{4}$

Section 11, and the W $\frac{1}{2}$ NW $\frac{1}{4}$  Section 12, all in Township 25 North, 5 East, W. M., bounded Northerly by the North line of said Section 11, and bounded Easterly by the East line of said W $\frac{1}{2}$ NW $\frac{1}{4}$  Section 12, **EXCEPTING THEREFROM**, that portion of said 100.0 foot wide Redmond Spur right of way in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11, lying between two lines parallel with and distant, respectively, 25.0 feet and 75.0 feet Northerly, as measured at right angles from said Main Track centerline, as now located and constructed, bounded Easterly by the Southerly extension of the Westerly line of Leary Street, according to the recorded plat thereof, and bounded Westerly by a line parallel with and distant 110.0 feet Westerly, as measured at right angles from said Southerly extension of the Westerly line of Leary Street, **ALSO EXCEPTING THEREFROM**, that portion of said 100.0 foot wide Redmond Spur right of way in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11, lying between two lines parallel with and distant, respectively, 25.0 feet and 75.0 feet Northeasterly; as measured at right angles from said Main Track centerline, as now located and constructed, the most Northerly parallel line also being the Southwesterly lines of Block 1 and 2 of the Original Town of Redmond, bounded Northwesterly by the Southwesterly extension of the Easterly line of Leary Street, according to the recorded plat of the City of Redmond, Washington, and bounded Southeasterly by a line perpendicular to said Main Track centerline that extends Northeasterly to the intersection of a line parallel with and distant 75.0 feet Northeasterly, as measured at right angles from said Main Track centerline with the East line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 11; also,

A 25.0 foot wide strip of land lying immediately adjacent to and Southerly of said Railway Company's 100.0 foot wide right of way in the NW $\frac{1}{4}$ NE $\frac{1}{4}$  Section 11, Township 25 North, 5 East, W. M., lying Northwesterly of a line perpendicular to said Railway Company's Main Track centerline at a point 855 feet Southeasterly of said North line of Section 11, as measured along said Railway Company's Main Track centerline, as originally located and constructed; also

That portion of that certain 100.0 foot wide Redmond Spur right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 12, Township 25 North, 5 East, W. M., bounded Westerly and Easterly by the West and East lines of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 12, **EXCEPTING THEREFROM**, that portion of that certain 100.0 foot wide Redmond Spur right of way in said SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 12, described as follows: Beginning at the intersection of the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  Section 12 with the Southerly line of said 100.0 foot wide right of way; Thence North 01°10'44" East, along said West line, 26.55 feet to a point 25 feet Southwesterly of, as measured at right angles from said Main Track centerline; thence South 69°07'30" East, parallel with the centerline of said Main Track centerline, 639.91 feet to the Southerly extension of the Westerly right of way line of 170th Avenue N.E., said right of way being 70 feet in width; thence South 23°37'30" West, along the Southerly extension of the Westerly right of way of 170th Avenue N.E., 25.03 feet to the Southerly right of way line of said 100.0 foot wide right of way; thence North 69°07'30" West, along the Southerly right of way line of said 100.0 foot wide right of way, 629.76 feet to the point of beginning.

Pipe Line  
No. 209,542

THIS AGREEMENT, made this **1st** day of **January**, 19 **73**, between

**BURLINGTON NORTHERN INC.**, a Delaware corporation, hereinafter called "Railroad," and  
**MUNICIPALITY OF METROPOLITAN SEATTLE**, a municipal corporation of the State of  
**Washington**,  
whose post office address is **410 West Harrison Street, Seattle, Washington 98119**,  
hereinafter called "Permittee."

7303190645

WITNESSETH:

Railroad, for and in consideration of the fee herein provided to be paid to it by Permittee and of the covenants and promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission to excavate for, construct, maintain and operate **a 42-inch R.C.P. sewer pipe line**

Entered in System

hereinafter referred to as the "facility," upon, along or across the right of way of Railroad, underneath the surface thereof, and under the tracks of its railroad, as the case may be, at or near **Redmond** Station, in the County of **King**, State of **Washington**, to be located as follows, to-wit:

**At survey station 328 plus 15.2 - Mile Post 6 plus 1157 feet passing beneath Railroad's Bridge No. 6**

**colored red** dated **December 4, 1972**  
as shown by ~~heavy dashed blue line~~ on the plat hereto attached, marked Exhibit "A" and by this reference thereto made a part hereof.

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. Permittee will pay in advance to Railroad for this permit the sum of **One hundred Dollars (\$100.00)**,

~~also all taxes and assessments that may be levied or assessed against said facility. Railroad reserves the right to change the said charge at any time while this permit remains in effect upon thirty (30) days' written notice. This provision for payment shall in no way restrict Railroad's right of termination under Paragraph 0 hereof.~~

2. Permittee, at Permittee's sole cost and expense, shall excavate for, construct, reconstruct, maintain and repair the facility placing the same at least \_\_\_\_\_ feet below **in accordance with the specifications on Permittee's application dated November 3, 1972, using the jacking method between the bridge bents, except the invert elevation must be no lower than 36 feet below top of ties of Bridge No. 6.**

*CVB 38.5 BJC*

Permittee shall fill in the excavation, and restore the surface of the ground to its previous condition subject to the approval of the Superintendent of the Division of Railroad upon which the facility is located. Said Superintendent shall have the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or change of location of said facility as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of the railway of Railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

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3. Permittee shall give to the said Superintendent at least two (2) days' advance notice of any work to be done by Permittee in the excavation, construction, any reconstruction, maintenance, repair, change of location or removal of the facility, and shall conduct such work in such manner as not to interfere with the maintenance and operation of the railway of Railroad.

4. In the event that Railroad, at the request of Permittee, or for the protection of its property and operations, does any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of the excavation for, construction, any reconstruction, maintenance, repair, change of location, removal of the facility or otherwise, Permittee shall reimburse Railroad for the cost thereof within twenty (20) days after bills are rendered therefor. If the excavation for construction, any reconstruction, maintenance, repair, change of location, or removal of the facility, requires any or all of the following work: removal and replacement of track; bridging, protection of track or other railway facilities by work or flagging, engineering and/or supervision, such work is to be performed by Railroad employees and the cost borne by Permittee.

5. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the facility which, in the opinion of Railroad, in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, Permittee upon being informed by Railroad of such interference shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

6. Permittee shall and hereby releases and discharges Railroad of and from any and all liability for damage to or destruction of the said facility, and any other property of Permittee located on or near Railroad's premises; and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the care, custody and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence. **Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Railroad, its officers, employees or agents.**

7. Permittee shall not transfer or assign this permit without the written consent of Railroad.

8. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

9. **If the Permittee shall at any time cease to maintain and operate the said facility or shall fail to perform every agreement of this permit, the Railroad may forthwith terminate this permit and may forthwith expel the Permittee from its premises; and at the end of the permit the Permittee will restore the premises of the Railroad to their former state.**

~~10. Upon any failure of Permittee punctually and strictly to observe and perform the covenants and promises made herein by Permittee to be kept and performed, Railroad may terminate this agreement on ten (10) days' notice to Permittee, remove the facility, and restore the right of way to its previous condition at the cost and expense of Permittee.~~

11. Any notices given under the provisions of this agreement shall be good if deposited postpaid in a United States post office addressed to Permittee at Permittee's post office address above stated or as otherwise directed by Permittee.

12. The license and permission herein granted is subject to permits, leases and licenses, if any, heretofore granted by Railroad affecting the premises upon which said facility is located.

13. Subject to the foregoing provisions, this agreement and all of the covenants and promises thereof, shall inure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and assigns.

7303190645

IN WITNESS WHEREOF, Railroad and Permittee have executed this agreement the day and year first above written.

In Presence of:

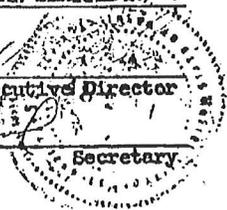


Raymond Drebin  
Secretary

BURLINGTON NORTHERN INC.  
By [Signature]  
Vice President

Richard M. Hill

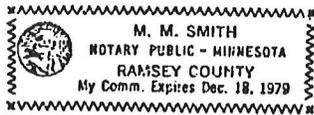
MUNICIPALITY OF METROPOLITAN SEATTLE  
By x [Signature]  
Executive Director  
Attest [Signature]  
Secretary



STATE OF MINNESOTA }  
County of Ramsey } ss:

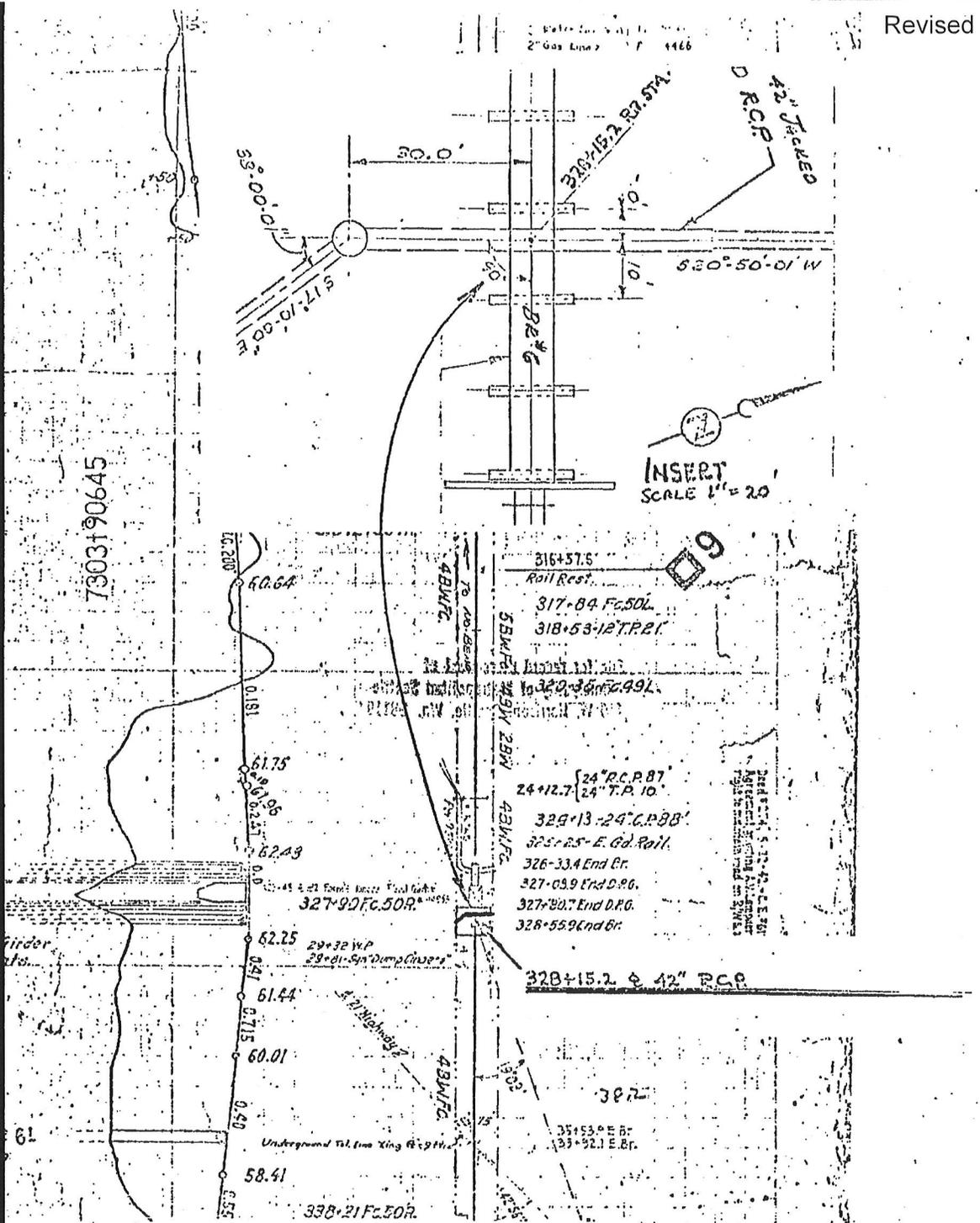
On this 4th day of February, 1973, before me personally appeared H. F. Diebold to me known to be a Vice President and R. M. Kelly to me known to be \_\_\_\_\_ Secretary of Burlington Northern Inc., one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Burlington Northern Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said Burlington Northern Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



M. M. Smith

7303190645



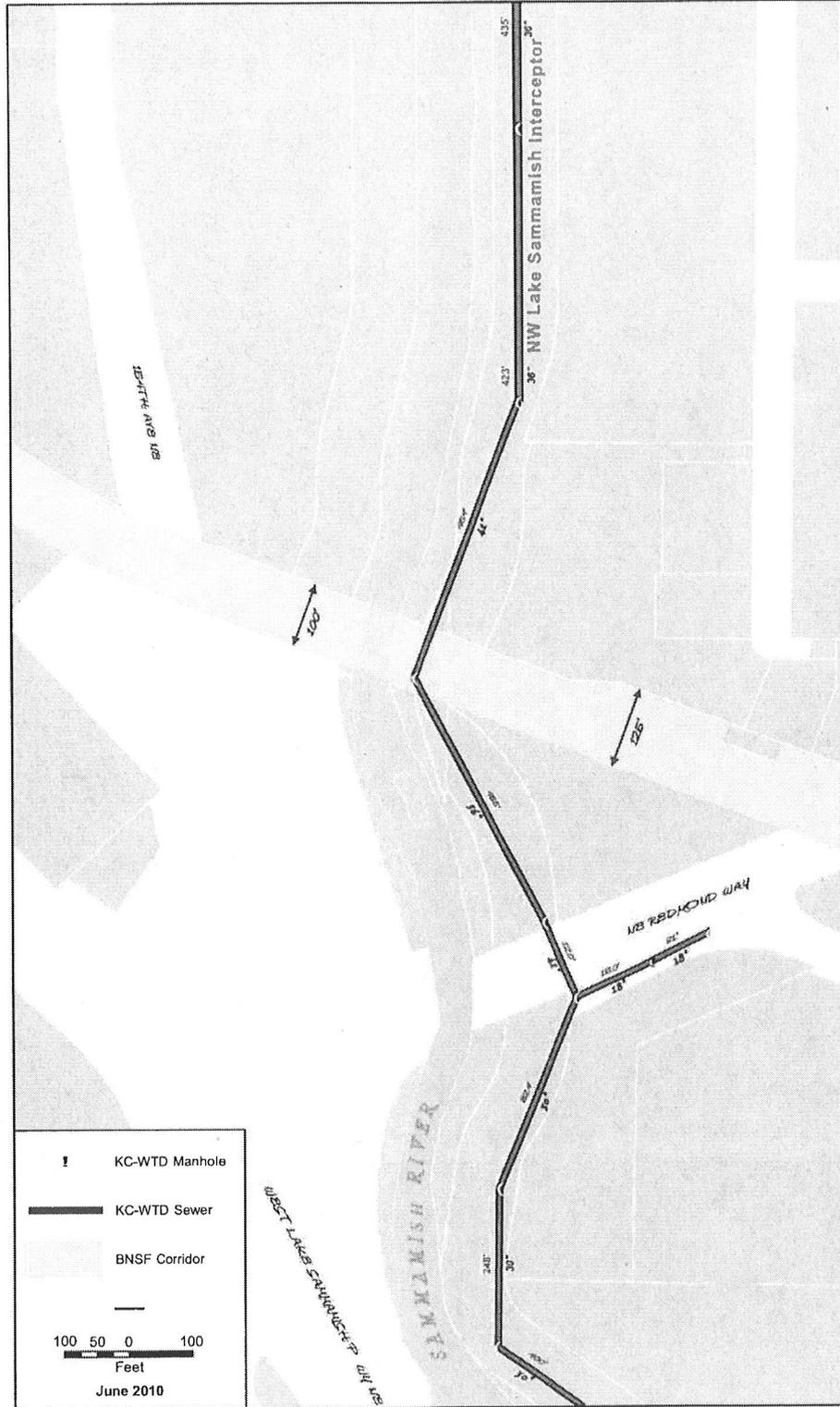
7303190645

EXHIBIT "A"  
B.N. INC.

PAC. DIVN. 878 SUB.  
METRO INTERCEPTOR SINKER  
M&T 1157  
**REDMOND, W.N.**

SCALE 1" = 400'  
OFF. DIVN. ENGR. 11-4-72  
SEAWIE

REDMOND  
WASHINGTON



 **King County**  
Department of  
Natural Resources and Parks  
**Wastewater Treatment  
Division**

For Recording Purposes Only

**NW Lake Sammamish Interceptor  
Crossing BNSF Rail Corridor**



20100630000559

CHICAGO TITLE QCD 65.00  
PAGE-001 OF 004  
06/30/2010 10:39  
KING COUNTY, WA

Real Estate Manager  
City of Redmond  
MS-4NPW  
Public Works Department  
P.O. Box 97010  
Redmond, WA 98073-9710

E2448329

06/30/2010 10:14  
KING COUNTY, WA  
TAX  
SALE

\$10.00  
\$0.00

PAGE-001 OF 001

QUIT CLAIM DEED

CHICAGO TITLE INS. CO  
REF# 1306610-6W

4pgs

GRANTOR:

PORT OF SEATTLE  
a municipal corporation of the State of Washington

GRANTEE:

CITY OF REDMOND  
a municipal corporation of the State of Washington

ABBREVIATED LEGAL  
DESCRIPTION:

Ptn. of Redmond Spur, BNSF-Washington Branch Line,  
AFN #20091218001537  
Full legal description on Exhibit A

ASSESSOR'S TAX PARCEL NOS.:

Ptn. of 2726059019; 2726059140; 3426059023;  
0325059019; 0225059035; 1125059021; 1225059052;  
1225059266; 1125059116; 1225059264 and  
3426059114

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration received, the Port of Seattle, a municipal corporation of the State of Washington ('Grantor'), hereby conveys and quit claims to the City of Redmond ('Grantee'), the real property described in Exhibit A attached hereto and incorporated herein by this reference, situated in the County of King, State of Washington, subject to all matters of record.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the 30th day of June, 2010.

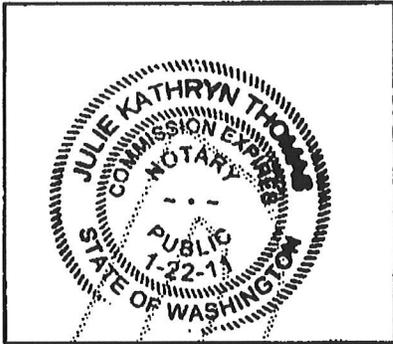
PORT OF SEATTLE

By [Signature]  
Its CEO

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that Tay Yoshitani is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the CEO of the Port of Seattle to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/24/10



Julie Kathryn Thomas  
Notary Public  
Print Name Julie Kathryn Thomas  
My commission expires 1-22-11

(Use this space for notarial stamp/seal)

UNRECORDED INSTRUMENT

**Exhibit A to Deed****Legal Description**

That portion of a strip of land, varying in width on each side of the centerline of the originally located and constructed Main Track centerline of the Redmond Spur, BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kenndale, Washington Branch Line, according to Quit Claim Deed recorded under King County Recording Number 20091218001537, more particularly described as follows:

**COMMENCING** at the Northeast corner of the Southwest Quarter of Section 27, Township 26 North, Range 5 East, W.M., thence Westerly along the North line of said Southwest Quarter to its intersection with the centerline of the originally located and constructed Main Track centerline of the Redmond Spur, BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kenndale, Washington Branch Line;  
Thence Southerly along said centerline to its intersection with the South margin of Northeast 124<sup>th</sup> Street, extended Westerly, and the **POINT OF BEGINNING**;

A strip of land, 100.0 feet in width, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the South 1/2 of Section 27, Township 26 North, Range 5 East, W.M., bounded on the North by the South margin of Northeast 124<sup>th</sup> Street extended and on the South by the South line of said South 1/2, the sidelines thereof to be lengthened or shortened as necessary to commence at the South margin of Northeast 124<sup>th</sup> Street extended and terminate on the South line of the Southwest Quarter of said Section 27;

Together with a strip of land, 50.0 feet in width, being 25.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the West 1/2 of the Northeast Quarter of Section 34, Township 26 North, Range 5 East, W.M., bounded on the North by the North line of said West 1/2, and on the South by the South line of said West 1/2, the sidelines thereof to be lengthened or shortened as necessary to commence and terminate on the North and South lines of said West 1/2, Northeast Quarter, Section 34;

Together with a strip of land, 50.0 feet in width, being immediately adjacent to and Westerly of said Main Track 50.0 foot right-of-way in the West 1/2 of the Northeast Quarter of Section 34, Township 26 North, Range 5 East, W.M., bounded on the North by the North line of said West 1/2, and on the South by a line perpendicular to said Main Track centerline at a point 1400 feet Southerly of the North line of said West 1/2, Northeast Quarter, Section 34;

Together with a strip of land, 100.0 feet in width, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the West 1/2 of the Southeast Quarter of Section 34, Township 26 North, Range 5 East, W.M., the Northeast Quarter of Section 3, the Southwest Quarter of the Southwest Quarter of the Northwest Quarter, the Southwest Quarter, and the Southwest Quarter of the Southwest Quarter of the Southeast Quarter, Section 2, all in Township 25 North, Range 5 East, W.M., bounded on the North by the North line of said West 1/2, Southeast Quarter, Section 34 and on the South by the South line of said Section 2, **Excepting Therefrom**, the Easterly 25.0 feet of said 100.0 foot wide Redmond Spur right-of-way, upon, over and across the West 1/2, Southeast Quarter, Section 34, Township 26 North, Range 5 East, W.M., and the North 1/2, Northeast Quarter, Section 3, Township 25 North, Range 5 East, W.M., lying between two lines drawn parallel and concentric with and distant, respectively, 25.0 and 50.0 feet Easterly, as measured at right

angles and radially from said Main Track centerline, bounded on the North by the North line of said West 1/2, Southeast Quarter, Section 34, Township 26 North, Range 5 East, W.M., and bounded on the Southeast by a line drawn parallel with and 40.0 feet Northwesterly, as measured at right angles from the centerline of Northeast 98th Court, as located and constructed upon, over and across said North 1/2, Northeast Quarter, Section 3, Township 25 North, Range 5 East, W.M.;

Together with a strip of land, 100.0 feet in width, being 75.0 feet Northerly of and 25.0 feet Southerly of said Main Track centerline, as originally located and constructed, upon, over and across the North 1/2, Northeast Quarter and the Northeast Quarter of the Northwest Quarter, Section 11, and the West 1/2, Northwest Quarter of Section 12, all in Township 25 North, Range 5 East, W.M., bounded on the North by the North line of said Section 11 and on the East by the East line of said West 1/2, Northwest Quarter, Section 12, ~~Excepting Therefrom~~, that portion of said 100.0 foot wide Redmond Spur right-of-way in the Northeast Quarter of the Northeast Quarter of said Section 11, lying between two lines parallel with and distant, respectively 25.0 feet and 75.0 feet Northerly, as measured at right angles from said Main Track centerline, as located and constructed, bounded on the East by the Southerly extension of the Westerly line of Leary Street, according to the Plat of Redmond recorded in Volume 7 of Plats at Page 74, records of King County, Washington, and bounded on the West by a line parallel with and distant 110.0 feet Westerly, as measured at right angles from said Southerly extension of the Westerly line of Leary Street, ~~Also Excepting Therefrom~~, that portion of said 100.0 foot wide Redmond Spur right-of-way in the Northeast Quarter of the Northeast Quarter of said Section 11, lying between two lines parallel with and distant, respectively 25.0 feet and 75.0 feet Northeasterly, as measured at right angles from said Main Track centerline, as located and constructed, the most Northerly parallel line being also the Southwesterly lines of Block 1 and 2 of said Plat of Redmond, bounded on the Northwest by the Southwesterly extension of the Easterly line of Leary Street, according to said Plat, and bounded on the Southeast by a line perpendicular to said Main Track centerline that extends Northeasterly to the intersection of a line parallel with and distant 75.0 feet Northeasterly, as measured at right angles from said Main Track centerline with the East line of the Northeast Quarter of the Northeast Quarter of said Section 11;

Together with a 25.0 foot strip of land lying immediately adjacent to and Southerly of said Redmond Spur 100.0 foot wide right-of-way in the Northwest Quarter of the Northeast Quarter of Section 11, Township 25 North, Range 5 East, W.M., lying Northwesterly of a line perpendicular to said Main Track centerline at a point 855 feet Southeasterly of the North line of said Section 11, as measured along said Main Track centerline, as originally located and constructed;

Together with a strip of land, 100.0 feet in width, being each side of said Main Track centerline as originally located and constructed, upon, over and across the Southeast Quarter of the Northwest Quarter of Section 12, Township 25 North, Range 5 East, W.M., bounded on the West and East by the West and East lines of said Southeast Quarter, Northwest Quarter, Section 12, terminating on the East line thereof at Milepost 7.3, ~~Excepting Therefrom~~ that portion of said 100.0 foot wide Redmond Spur right-of-way in the Southeast Quarter, of the Northwest Quarter of said Section 12, described as follows: Beginning at the intersection of the West line of said Southeast Quarter, Northwest Quarter, Section 12 with the Southerly line of said 100.0 foot wide right-of-way; Thence North  $01^{\circ}10'44''$  East, along said West line, 26.55 feet to a point 25 feet Southwesterly of, as measured at right angles from said Main Track centerline; Thence South  $69^{\circ}07'30''$  East, parallel with said Main Track centerline, 639.91 feet to the Southerly extension of the Westerly right-of-way line of 170th Avenue Northeast, said right-of-way being 70 feet in width; Thence South  $23^{\circ}37'30''$  West, along the Southerly extension of the Westerly right-of-way line of 170th Avenue Northeast, 25.03 feet to the Southerly right-of-way line of said 100.0 foot wide right-of-way; Thence North  $69^{\circ}07'30''$  West, along the Southerly right-of-way line of said 100.0 foot wide right-of-way, 692.76 feet to the Point of Beginning.

Exhibit C

After Recording Return To:

King County

\_\_\_\_\_

Attn: \_\_\_\_\_

**GRANT OF UTILITY EASEMENTS/ TERMINATION OF PRIOR LICENSE  
AND  
QUIT CLAIM DEED/ PARTIAL TERMINATION OF MULTIPURPOSE  
EASEMENT**

Easement Grantor: City of Redmond  
Easement Grantee: King County  
Abbreviated Legal Description: \_\_\_\_\_  
(Full Legal on Exhibit B)  
Property Tax Parcel Account(s): \_\_\_\_\_  
Document(s) Modified: N/A

Termination of License Grantor: King County  
Termination of License Grantee: City of Redmond  
Abbreviated Legal Description: N/A  
(Full Legal on Exhibits )  
Property Tax Parcel Account(s): N/A  
Document(s) Modified: 7303190645

Quit Claim Deed Grantor: King County  
Quit Claim Deed Grantee: City of Redmond  
Abbreviated Legal Description: N/A  
(Full Legal on Exhibits )  
Property Tax Parcel Account(s): N/A  
Document(s) Modified: 20091218001538

**GRANT OF UTILITY EASEMENTS/ TERMINATION OF PRIOR LICENSE  
AND  
QUIT CLAIM DEED/ PARTIAL TERMINATION OF MULTIPURPOSE  
EASEMENT**

The CITY OF REDMOND, a Washington municipal corporation ("Redmond") and KING COUNTY, a political subdivision of the State of Washington ("King County") enter into this Grant of Utility Easements/Termination of Prior License and Quit Claim Deed/Partial Termination of Multipurpose Easement ("Agreement") as of the \_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date").

RECITALS

A. In 2009, BNSF Railway Company conveyed the rail corridor commonly known as the Woodinville Subdivision to the Port of Seattle by deed recorded under King County Recording Number 20091218001537.

B. In 2009, the Port of Seattle and King County entered into an easement agreement, recorded under King County Recording Number 20091218001538, wherein the Port of Seattle granted King County certain rights to use portions of the Woodinville Subdivision for trail purposes ("Multipurpose Easement").

C. In 2010, Redmond purchased from the Port of Seattle the portion of the Woodinville Subdivision located within the City of Redmond and commonly referred to as the "City Segment." The City Segment is legally described on Exhibit A, attached hereto.

D. The City Segment is rail-banked in accordance with 16 U.S.C. § 1247(d) per the U.S. Department of Transportation's Surface Transportation Board's Decision and Notice of Interim Trail Use or Abandonment, STB Docket No. AB-6 (Sub-No. 463X) BNSF Railway Company – Abandonment Exemption – In King County, WA, Decided October 27, 2008 ("STB Decision").

E. Pursuant to the STB Decision, the County was designated as the Interim Trail User of the City Segment and holds the right to reactivate rail service on the City Segment.

F. Redmond is the owner of certain real property adjacent to or in the vicinity of the City Segment, which includes the rights of way for Redmond Way, Bear Creek Parkway NE, 161st Avenue NE, 164th Avenue NE, Leary Way, NE 76th Street and 170th Avenue NE.

G. The City Segment is an integral part of Redmond's plans for redeveloping its downtown core and its recreational facilities. Redmond intends to develop the City Segment and the adjacent properties into a vibrant, multi-use transportation corridor,

accommodating multiple vehicle, pedestrian, bicycle and rail transit uses, in a manner that integrates with surrounding properties and connects with regional trail and transit systems.

H. In fulfillment of its plans, Redmond has constructed and has developed plans to construct the "City Improvements" (as defined herein) on or near the City Segment.

I. King County owns an existing wastewater line known as the "NW Lake Sammamish Interceptor" (as defined herein) that crosses a portion of the City Segment. King County also owns an existing wastewater line known as the "NE Lake Sammamish Interceptor" (as defined herein) that is located within and west of 170th Avenue NE Street along the City Segment.

J. King County currently maintains the NW Lake Sammamish Interceptor within the City Segment pursuant to a license from Burlington Northern, Inc. ("NW Lake Sammamish Interceptor License," as defined herein). King County desires to replace the NW Lake Sammamish Interceptor License with an easement from Redmond for the NW Lake Sammamish Interceptor.

K. King County desires a 10 foot wide easement from Redmond over a portion of the City Segment to construct an additional utility line up to 24-inches in diameter.

L. Redmond has granted Sound Transit certain easements for the development of transit facilities in the City Segment and adjoining property as set forth in the "Sound Transit Easement Agreements" (as defined herein).

M. Redmond is willing to grant the requested easements to King County on (i) the condition that it terminate (A) the Multipurpose Easement as to the City Segment and (B) the NW Lake Sammamish Interceptor License, and (ii) on the other terms and conditions set forth herein.

N. Exhibit C, attached hereto, is a map showing the location of the Easement Area and the relevant portions of the City Segment, the City Improvements, and the easements granted to Sound Transit pursuant to the Sound Transit Easement Agreements.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Redmond and King County agree as follows.

## AGREEMENT

### ARTICLE I DEFINITIONS

Section 1.1 Recitals Incorporated. Each of the recitals set forth above is incorporated into this Agreement as though fully set forth.

Section 1.2 Definitions. For purposes of this Agreement:

“Additional Utility Easement Area” means the area granted for the future placement of the Additional Utility Facilities, and is legally described on Exhibit B-2, attached hereto. The Additional Utility Easement Area is generally ten feet wide, and in the Downtown Section is located at a depth of fifteen to twenty-five feet below the surface, as described in Exhibit B-2. In the event of any conflict between the terms of this paragraph and Exhibit B-2 as it relates to the location or dimensions of the Additional Utility Easement Area, the terms of Exhibit B-2 shall control.

“Additional Utility Facilities” means an underground utility line of up to 24 inches in diameter and any surface odor control facilities, ducts, vaults, manholes, vents, meters, monitoring equipment, cabinets, switches, transformers, conduits and wires ancillary thereto.

“Agreement” shall have the meaning given in the Preamble.

“Betterments” means elective additions or improvements to property being replaced or relocated that are not necessary to restore the existing features, functions and capacity of the property. Betterments does not mean additions or improvements to property that are (i) the replacement of devices, components or materials with equivalent devices, components or materials, (ii) the replacement of devices, components or materials that are no longer reasonably available with items of the next highest grade or size, or (iii) required by current law or regulation or the current design practices followed by the owner of the improvement or property, even if not required when the improvement or property was initially installed.

“City Improvements” means (i) the Streets, (ii) the Storm Water Trunk Line, (iii) the Redmond Central Connector, (iv) the Redmond PSE Trail, (v) the City Utilities and (vi) any other improvements and equipment owned by Redmond and located in, or in the vicinity of, the Easement Area.

“City Segment” shall have the meaning given in the Recitals.

“City Utilities” means all existing and future utility facilities of any nature whatsoever owned by Redmond.

“Claims” means any and all present or future claims, demands, liabilities or causes of action (including, without limitation, causes of action in tort), damages, injuries, costs and expenses (including, without limitation, fines, penalties, judgments and attorneys’ fees) of any and every kind or character, known or unknown.

“Designated Representative” shall have the meaning given in Section 14.3.

“Dispute Notice” shall have the meaning given in Section 8.3(c).

“Downtown Portion” means that portion of the City Segment located southerly and easterly of the Redmond Way right of way.

“Easement Area” means all real property now or later subjected to the easements created by this Agreement. The Easement Area includes the NW Lake Sammamish Interceptor Easement Area and the Additional Utility Easement Area.

“Effective Date” shall have the meaning given in the Preamble.

“Environmental Law” means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Model Toxics Control Act, the Clean Water Act, the Clean Air Act, the laws concerning above-ground or underground storage tanks, and any similar or comparable state or local law now or later existing.

“Existing Third-Party Interests” means all Third-Party Interests existing as of the date of this Agreement, including, but not limited to, those easements, leases, permits, franchises, licenses, occupancy agreements and other agreements described on Exhibit D, attached hereto.

“Hazardous Substance” means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes, without limitation, petroleum and any of its fractions.

“Indemnifying Party” means a party obligated to provide indemnification pursuant to any section of this Agreement, including, without limitation, Sections 7.7, 9.2, 10.1, 10.3, 10.4 and 12.1.

“King County” shall have the meaning given in the Preamble.

“King County Facilities” means, collectively, the NW Lake Sammamish Interceptor and the Additional Utility Facilities.

“King County Parties” shall have the meaning given in Section 9.1(a).

“Multipurpose Easement” shall have the meaning given in the Recitals.

“North Portion” means that portion of the City Segment that is not the Downtown Portion.

“Notice of Disapproval/Conditional Approval” shall have the meaning given in Section 8.3(c) of this Agreement.

“Notice of Intent to Develop” means a written notice delivered by Sound Transit to Redmond, notifying Redmond of Sound Transit’s intent to develop a Light Rail Facility, pursuant to Section 9.6 of this Agreement.

“NE Lake Sammamish Interceptor” means the existing 42-inch diameter wastewater line owned by King County and located within and west of 170th Avenue NE along the City Segment. The location of the relevant portions of the NE Lake Sammamish Interceptor is shown on Exhibit C, attached hereto.

“NW Lake Sammamish Interceptor” means the existing 36-inch diameter underground wastewater line owned by King County and located in the NW Lake Sammamish Interceptor Easement Area. The location of the relevant portions of the NW Lake Sammamish Interceptor is shown on Exhibit C, attached hereto.

“NW Lake Sammamish Interceptor Easement Area” means the portion of the Easement Area described on Exhibit B-1, attached hereto.

“NW Lake Sammamish Interceptor License” means that certain Agreement, dated January 1, 1973, between King County and Burlington Northern Inc., recorded in King County under Recording Number 7303190645, granting King County a license for the construction, maintenance and repair of the NW Lake Sammamish Interceptor, on the terms and conditions set forth therein.

“Party” means Redmond, King County or both, depending on the context.

“Port Purchase Agreement” means the Real Estate Purchase and Sale Agreement, dated June 22, 2010, between the Port of Seattle and Redmond, pertaining to Redmond’s acquisition of the City Segment.

“Protected Party” means a party in whose favor an indemnity runs pursuant to any of section of this Agreement, including without limitation Sections 7.7, 9.2, 10.1, 10.3, 10.4 and 12.1.

“Redmond” shall have the meaning given in the Preamble.

“Redmond Central Connector” means the planned regional bicycle and pedestrian trail located within the City Segment. The Redmond Central Connector will connect the East Lake Sammamish Trail, the Sammamish River Trail and the Redmond

PSE Trail. It is anticipated to eventually run the entire length of the City Segment, from Milepost 7.3 to Milepost 3.4 to connect with regional trails to be built by others. The location of the Redmond Central Connector is shown on Exhibit C, attached hereto.

“Redmond PSE Trail” means the bicycle and pedestrian trail owned by Redmond, located along the Puget Sound Energy transmission corridor, and crossing the Additional Utility Easement Area near N.E. 95th Street.

“Sound Transit” means the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington.

“Sound Transit Easement Agreements” means the Light Rail Easement Agreement (Redmond Spur Rail Corridor – Downtown City Segment) recorded in King County on April 11, 2012, under Recording Number 20120411001176 in the Official Records of King County, and the High Capacity Transit Easement Agreement (Redmond Spur Rail Corridor – North City Segment) recorded in King County on April 11, 2012, under Recording Number 20120411001175 in the Official Records of King County

“STB Decision” shall have the meaning given the Recitals.

“Storm Water Trunk Line” means the existing 48-inch diameter underground storm water line owned and operated by Redmond within the City Segment. The location of the Storm Water Trunk Line is shown on Exhibit C, attached hereto.

“Streets” means (i) Redmond Way, 161st Avenue NE, Leary Way, 166th Avenue NE, 170th Avenue N.E., N.E. 76th Street, N.E. 116th Street, N.E. 95th Street, N.E. 90th Street, and 154th Avenue N.E., (ii) the proposed crossings of the City Segment by 164th Avenue NE, Avondale Way/168th Avenue NE, and the entrance to the Sammamish Valley Park, and (iii) all other present or future streets or trails constructed by Redmond in the vicinity of the Easement Area. The term “Streets” includes, but is not limited to, streets, private streets and driveways, curbs, sidewalks, pedestrian facilities, bicycle facilities and utilities). The location of the existing public Streets is shown on Exhibit C, attached hereto.

“Third-Party Interests” mean any recorded or unrecorded estates, interests, claims, restrictions and conditions, including, without limitation, easements, leases, permits, franchises, occupancy agreements, licenses or other agreements of any party other than Redmond or King County, affecting any portion of the Easement Area.

## ARTICLE II GRANT OF UTILITY EASEMENTS/ TERMINATION OF NW LAKE SAMMAMISH INTERCEPTOR LICENSE

Section 2.1 Grant of Easement for NW Lake Sammamish Interceptor. Subject to the terms and conditions of this Agreement, Redmond hereby conveys and quitclaims to

King County for the benefit of King County and its successors and assigns as identified in Section 2.6, a perpetual non-exclusive easement in, under, along and through the NW Lake Sammamish Interceptor Easement Area for the (a) the use, operation, maintenance, repair and replacement of the NW Lake Sammamish Interceptor, and (b) temporary surface access for the foregoing purposes. King County acknowledges that the Sammamish River Trestle has been damaged by fire and that Redmond may require the relocation of the NW Lake Sammamish Easement Area in conjunction with future maintenance, repair, or replacement of the trestle. In such an event, Redmond shall provide King County with an alternative easement area in substantially the same location and King County shall be responsible for the costs of relocating and reconstructing the NW Lake Sammamish Interceptor.

Section 2.2 Termination of NW Lake Sammamish Interceptor License. King County hereby terminates the NW Lake Sammamish Interceptor License and releases all rights pursuant to the NW Lake Sammamish Interceptor License. In furtherance thereof, King County hereby conveys and quit-claims to Redmond all interests it now has or may ever have in the NW Lake Sammamish Interceptor License except for the easements expressly granted to King County by Redmond in this Agreement.

Section 2.3 Grant of Easement for Future Utility Line. Subject to the terms and conditions of this Agreement, Redmond hereby conveys and quitclaims to King County for the benefit of King County and its successors and assigns as identified in Section 2.6, a perpetual non-exclusive easement in, under, along and through the Additional Utility Easement Area for (a) the installation, use, operation, maintenance, repair and replacement of the Additional Utility Facilities, and (b) temporary surface access for the foregoing purposes. Nevertheless, temporary surface access for the Downtown Segment shall be granted only to the extent set forth in Section 2.4.

Section 2.4 Temporary Staging Areas. In conjunction with the easement described in Section 2.3, Redmond shall also grant King County a temporary easement for construction and staging of the Additional Utility Facilities, over a portion of the City Segment at each end of the Downtown Segment. The location and dimensions of such areas and the duration of such temporary easements shall be defined in a separate instrument executed by Redmond and King County contemporaneously with the commencement of construction of the Additional Utility Facilities..

Section 2.5 Rights Limited to Utility Facilities. The easements herein are granted solely for the purposes set forth in Section 2.2 and Section 2.3 and for no other purpose.

Section 2.6 Successors and Assigns. This easement is for the benefit of King County and any successor or assignee of the wastewater and other other utility functions

presently implemented by the Wastewater Treatment Division of the King County Department of Natural Resources and Parks.

Section 2.7 No Representations or Warranties. Redmond makes no representations or warranties of any nature whatsoever as to any portion of the Easement Area, including without limitation, title to, ownership of, use of, or the condition of such property. King County acknowledges the pending litigation captioned as Lane v. Port of Seattle, and that Redmond may have no interest in the City Segment. King County also acknowledges that the Easement Area may contain Hazardous Substances, and that Hazardous Substances released onto such property may have migrated onto neighboring properties prior to the date of this Agreement.

Section 2.8 No Circumvention. The execution of this Agreement shall not be construed as a waiver by King County of any power of eminent domain, or by Redmond of any defenses thereto, except to the extent expressly set forth herein. Notwithstanding the foregoing, in exchange for the grant of easements herein, King County expressly agrees that, if it acquires by eminent domain or under threat of eminent domain any rights in the Easement Area from Redmond (other than the rights granted by this Agreement), King County shall honor those commitments and conditions set forth in Sections 7.3 to 7.7 of this Agreement.

### ARTICLE III TERMINATION OF MULTIPURPOSE EASEMENT

Section 3.1 Termination and Quit-Claim of Multipurpose Easement and Quit-Claim to Redmond. King County hereby terminates the Multipurpose Easement as to the City Segment and releases all rights to use or occupy any portion of the City Segment pursuant to the Multipurpose Easement. In furtherance thereof, King County hereby conveys and quit-claims to Redmond all interests it now has or may ever have in the City Segment except for the easements expressly granted to King County by Redmond in this Agreement.

Section 3.2 Use of City Segment for Trail Purposes. Pursuant to King County Code Section 26.12.024, Redmond covenants with King County that it will construct and maintain a regional trail for public pedestrian and non-motorized uses upon the portion of the City Segment formerly subject to the Multipurpose Easement, subject, however, to the Sound Transit Easement Agreements, Third-Party Interests, and Article IV of this Agreement. Redmond further covenants with King County that it shall not make any voluntary conveyance of the fee interest in the portion of the City Segment formerly subject to the Multipurpose Easement unless the instrument of conveyance contains a covenant running with the land that is substantially similar to the covenant of this Section 3.2. No other covenants may be implied from the covenants expressly set forth in this Section 3.2. King County's sole remedy for breach of the covenants set forth in this

Section 3.2 shall be, subject to Article XIV, to obtain an injunction of specific performance, and King County hereby waives any right to damages or any other relief.

#### ARTICLE IV RAIL-BANKING AND RAIL SERVICE REACTIVATION

Section 4.1 Rail-Banked Status of City Segment. The City Segment has been rail-banked under 16 U.S.C. § 1247(d). Pursuant to the STB Decision, King County is the "Interim Trail User" of the City Segment. By order issued in STB Finance Docket No. 35148 (decided September 17, 2009) King County also holds the residual common carrier rights and obligations affecting the City Segment, including the right to reactivate rail service within the City Segment. On \_\_\_\_\_, the STB issued a decision authorizing the substitution of Redmond as the Interim Trail User for the City Segment.

Section 4.2 Rail Reactivation Rights. Subject to any mandate issued by the Surface Transportation Board, King County will retain the residual common carrier rights and obligations affecting the City Segment, including the right to reactivate rail service. King County covenants that it will not initiate, support or otherwise consent to any petition to reactivate rail service on the City Segment except as directed by the Surface Transportation Board.

#### ARTICLE V ENVIRONMENTAL MATTERS

Section 5.1 Release by King County. King County hereby releases Redmond from any and all present or future Claims that King County may have against Redmond arising from or in any way related to environmental conditions in, at, on, under or originating from the Easement Area or the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under any portion of the Easement Area, including without limitation (i) the cost of any investigation, removal, remedial or other response action required by any Environmental Law, judicial order or other agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (ii) injury or death of any person, and (iii) liabilities arising under any Environmental Law enacted after transfer; provided, however, that such waiver and release shall not apply to Claims against Redmond that arise as a result of any release, leak, spill, disposal or other handling of Hazardous Substances by Redmond or its employees, agents or contractors. In addition, nothing in this Section 5.1 shall constitute a release of any Claims that King County may have for indemnity or contribution against BNSF Railway Company, or its predecessors, successors, affiliates or assigns, or any other parties other than Redmond related to environmental conditions on the Easement Area. Notwithstanding the foregoing, King County does not release any claims for indemnification that may arise under Section 10.4 of this Agreement.

Section 5.2 Release by Redmond. Redmond hereby releases King County from any and all present or future Claims that Redmond may have against King County arising from or in any way related to environmental conditions in, at, on, under or originating from the Easement Area or the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under any portion of the Easement Area, including without limitation, (i) the cost of any investigation, removal, remedial or other response action required by any Environmental Law, judicial order or other agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (ii) injury or death of any person, and (iii) liabilities arising under any Environmental Law enacted after transfer; provided, however, that such waiver and release shall not apply to Claims that arise as a result of any release, leak, spill, disposal or other handling of Hazardous Substances by King County or its invitees, licensees, employees, agents, contractors or customers. In addition, nothing in this Section 5.2 shall constitute a release of any Claims that Redmond may have for indemnity or contribution against BNSF Railway Company, or its predecessors, successors, affiliates or assigns, or any other parties other than King County related to environmental conditions on the Easement Area. Notwithstanding the foregoing, Redmond does not release any claims for indemnification that may arise under Sections 10.1 or 10.3 of this Agreement.

#### ARTICLE VI OWNERSHIP OF IMPROVEMENTS

Section 6.1 Ownership of Improvements. King County shall own any improvements it constructs for itself within the Easement Area and shall be solely responsible for the costs of the development, operation, and maintenance of all such improvements.

#### ARTICLE VII ACCOMMODATION OF OTHER USES

Section 7.1 Easements Subject to Other Uses. The rights of King County pursuant to this Agreement are subject and subordinate to the prior and continuing right of Redmond to (i) use the Easement Area for the development, construction, operation, maintenance, repair, replacement, expansion and improvement of the City Improvements, (ii) dispose of all or any part of the Easement Area, including, but not limited to, the air space above and the subsurface area below the King County Facilities, subject to the easement rights granted to King County hereunder, (iii) extend, renew or continue any Existing Third-Party Interests, and (ii) use the Easement Area for any purpose not inconsistent with the easement rights granted to King County hereunder.

Section 7.2 Redmond Use of Easement Area. Without limiting the scope or application of Section 7.1, King County understands and agrees that the normal use by Redmond of its streets, trails and rights-of-way may involve construction, maintenance, improvement, permitting, and similar activities that have the potential to cause temporary

interruption to King County Facilities. Redmond may enter the Easement Area and perform work that may temporarily impact the construction, repair or operation of the King County Facilities. Except for emergencies, Redmond shall not conduct any work or other activities in the Easement Area that may disrupt constructed King County Facilities, except upon ten (10) business days' prior written notice to King County. In the event of an emergency Redmond shall endeavor to notify King County of work or other activities in the Easement Area as soon as possible

Section 7.3 Streets. Without limiting the scope or application of Section 7.1, King County's exercise of the easement rights granted in this Agreement are subject and subordinate to the prior and continuing right of Redmond to develop, construct, operate, maintain, repair, replace, expand and improve the Streets for street and utility purposes. King County shall obtain all permits required by Redmond for any such interruption, reconfiguration or reconstruction of the Streets. King County must restore and repair any damage to Streets caused by its activities within the Easement Area or the exercise of its rights under this Agreement.

Section 7.4 Storm Water Trunk Line. Without limiting the scope or application of Section 7.1, the easements granted in this Agreement are subject and subordinate to the prior and continuing right of Redmond to use the Easement Area for the development, construction, operation, maintenance, repair, replacement, expansion and improvement of the Storm Water Trunk Line. King County's facilities shall not interfere with the operation or maintenance of the Storm Water Trunk Line. King County may not relocate the Storm Water Trunk Line except with the City's prior written permission, which may be withheld by the City in its sole and absolute discretion. King County's activities must be conducted in such a manner as to maintain the storm water collection and conveyance capacity of the Storm Water Trunk Line at all times. King County must restore and repair any damage to the Storm Water Trunk Line caused by its activities within the Easement Area or the exercise of its rights under this Agreement. If King County does not promptly do so, Redmond may restore and repair any damage at King County's sole expense.

Section 7.5 Redmond Central Connector and Redmond PSE Trail. Without limiting the scope or application of Section 7.1, the easements granted in this Agreement are subject and subordinate to the prior and continuing right of Redmond to use the Easement Area for the development, construction, operation, maintenance, repair, replacement, expansion and improvement of the Redmond Central Connector and the Redmond PSE Trail. King County may not relocate the Redmond Central Connector or Redmond PSE Trail except with the City's prior written permission, which may be withheld by the City in its sole and absolute discretion. King County shall design and construct the King County Facilities so that there is no alteration of the Redmond Central Connector or Redmond PSE Trail. King County must restore and repair any damage to the Redmond Central Connector or Redmond PSE Trail caused by its activities within the Easement Area or the exercise of its rights under this Agreement. If King County does not

promptly do so, Redmond may restore and repair any damage at King County's sole expense.

Section 7.6 Sound Transit Facilities. Without limiting the scope or application of Section 7.1, the easements granted in this Agreement are subordinate and subject to the rights and interests granted to Sound Transit by the Sound Transit Easement Agreements. King County must coordinate the design of the King County Facilities with Sound Transit and must obtain Sound Transit's approval of King County's design prior to the issuance of any permits for the construction of such King County Facilities. Sound Transit may, among other things, require that the design of the King County Facilities meet load, cathodic protection and other reasonable standards in and adjacent to the Easement Area potentially available to Sound Transit pursuant to the Sound Transit Easement Agreements.

Section 7.7 Utilities. Without limiting the scope or application of Section 7.1, the easements granted in this Agreement are subject and subordinate to the prior and continuing right of Redmond and other utility providers to construct, operate, maintain, repair and replace existing public and private utilities, including, without limitation, water lines and valves, storm water facilities, sanitary sewer facilities, power lines and vaults, utility poles, gas lines, telephone facilities, cable facilities and the City Utilities within, or in the vicinity of, the Easement Area. King County shall comply with applicable codes and ordinances of Redmond relating to utility location and separation. King County must obtain all permits required by Redmond for its projects. King County must pay to move, restore and repair any damage to City Utilities caused by its activities within the Easement Area or the exercise of its rights under this Agreement. At King County's request, and to the extent that Redmond concludes it is authorized to do so under existing statutes, franchise agreements or other agreements, and subject to Section 7.4 of this Agreement, Redmond will order the relocation of utilities not owned by Redmond to accommodate the construction of the Additional Utility Facilities. Redmond shall have no responsibility for any damages, expenses or compensation due to affected utility owners or for any costs of relocating any utilities that are not relocated by the utility provider or for any costs of repairing, restoring or replacing any utilities. King County shall indemnify, defend and hold harmless Redmond from any and all claims, suits, damages, liabilities and expenses of any nature whatsoever asserted against or suffered by Redmond arising or resulting from any such relocation order.

Section 7.8 Existing Third-Party Interests. Without limiting the scope or application of Section 7.1 of this Agreement, the easement granted in this Agreement is subject to the continued existence of any Existing Third-Party Interests in, or in the vicinity of, the Easement Area. Redmond shall have the right to renew, terminate or continue Existing Third-Party Interests in, or in the vicinity of, the Easement Area. Nothing in this Agreement shall prohibit King County from working with Redmond to modify such agreements in the future, or using its powers of eminent domain to acquire such interests

from the holders of Existing Third-Party Interests as it deems necessary in the exercise of its rights under this Agreement. King County shall be responsible for securing, at its own cost, the removal or modification of any Existing Third-Party Interests necessary to accommodate the construction, operation or maintenance of the Additional Utility Facilities.

Section 7.9 Unauthorized Uses. Without limiting the scope or application of Section 7.1, the parties acknowledge that persons may now or in the future use or occupy portions of the Easement Area without authorization or agreement from Redmond or its predecessors in interest. Redmond shall have no obligation to King County to discover, regulate, terminate or take action against such use or occupancy, but will reasonably cooperate, at no expense to itself, with King County's efforts to address such use or occupancy.

Section 7.10 Betterments. In any instance in which King County restores, or pays to restore, any property of Redmond, it shall be responsible for any work or cost required to bring such property to current standards under applicable codes or ordinances but shall not be required to provide or pay for Betterments to such property.

#### ARTICLE VIII FUTURE DEVELOPMENT IN EASEMENT AREA

Section 8.1 Review of Planned Improvements After Permit Application. Redmond will consult with King County before constructing any permanent improvements within the Additional Utility Easement Area, other than the City Improvements. King County shall have the right to approve or disapprove the design and location of such improvements in accordance with the standards set forth in Section 8.2(b) of this Agreement. If such improvements are constructed with King County's approval, then King County shall bear all costs of removing, relocating, repairing or restoring any such improvements as a result of its activities within the Additional Utility Easement Area or the exercise of its rights under this Agreement.

#### Section 8.2 Process and Standards for Review of Improvements.

(a) Redmond and King County shall cooperate to develop procedures to incorporate King County's review of proposed improvements covered by Section 8.1 of this Agreement. Before constructing improvements or issuing permits for the construction of improvements covered by Section 8.1 of this Agreement, Redmond shall send notice to King County containing a description of the planned improvements including preliminary design plans. Unless a different timeframe for review is specified elsewhere in this Agreement, King County shall have fourteen (14) days to review and respond. If King County fails to respond within fourteen (14) days from the receipt of notice, the plans are deemed approved. King County may not impose any fee of any kind in connection with review of any proposed improvements.

(b) King County may only disapprove of or condition such proposed improvements if it determines in good faith (i) that the proposed improvement would unreasonably interfere with the ability of King County to use, operate, inspect, maintain or repair the Additional Utility Facilities for which it has applied for a permit, (ii) that conditions are necessary to ensure reasonable integration of the proposed improvements with the Additional Utility Facilities, (iii) that the proposed improvements present a likely health or safety risk in conjunction with the Additional Utility Facilities; or (iv) that restoration of the affected portion of the Additional Utility Easement Area to a condition substantially similar to that existing prior to the alterations is not likely.

(c) If King County disapproves or conditions such proposed improvements in accordance with this Agreement, King County shall provide Redmond with a written notice ("Notice of Disapproval/Conditional Approval") within the fourteen (14) day timeframe specified in Section 8.2(a) of this Agreement, specifying with particularity the bases for the claim that the proposed facilities do not satisfy the criteria set forth in Section 8.2(b) of this Agreement. If Redmond objects to the Notice of Disapproval/Conditional Approval, it shall provide King County with a written notice ("Dispute Notice") within fourteen (14) days of receipt of the Notice of Disapproval/Conditional Approval, specifying with particularity its disagreement with King County's analysis. The parties shall then follow the dispute resolution process set forth in Article XIV of this Agreement.

Section 8.3 New Third-Party Interests. Redmond shall not execute any instrument to convey or create any new Third-Party Interest within the Easement Area unless such instrument is subject to the terms of this Agreement. This Section 8.3 shall not prevent Redmond from renewing, extending or continuing any Existing Third-Party Interest or from approving the construction of improvements authorized by an Existing Third-Party Interest.

#### ARTICLE IX USE OF EASEMENT AREA; COMPLIANCE WITH LAW

##### Section 9.1 Use of Easement Area by King County.

(a) King County and its agents, employees, consultants, contractors, subcontractors and each of their respective agents and employees (collectively, the "King County Parties") shall have the right to enter the Additional Utility Easement Area for the purpose of investigating the condition of the property and the feasibility of developing and operating the Additional Utility Facilities in the Additional Utility Easement Area. Prior to entry, King County shall provide at least twenty-one (21) days prior notice to Redmond, specifying the portion of the Additional Utility Easement Area to be entered, the investigation to be done, any anticipated interruption of existing uses in that area, and the anticipated start and stop time of the investigation. King County may not drill, dig or conduct any underground investigation without the prior written consent of Redmond.

King County shall coordinate its investigation with Redmond among other things, by allowing Redmond to review all testing and/or sampling plans, by sharing sampling data if requested by Redmond, and by allowing Redmond to take split samples, all at Redmond's sole cost, and shall obtain all permits required by the Redmond Municipal Code for such activity. King County shall use reasonable efforts to schedule and conduct such due diligence and other investigations and activities to minimize interference with other uses of that portion of the Additional Utility Easement Area. In no event shall King County be liable to Redmond for (i) any diminution in the market value of the Additional Utility Easement Area resulting from the information disclosed by such investigation, or (ii) any negligence or misconduct by Redmond in cooperating with such investigation.

(b) During construction of the Additional Utility Facilities, King County may restrict access to those portions of the Additional Utility Easement Area as required for the safety and control of the construction site, provided that King County shall provide reasonable access to Redmond, King County and any holders of Third-Party Interests in those portions of the Easement Area.

(c) When construction of the Additional Utility Facilities is completed, King County shall provide written notice of completion to Redmond per code requirements.

(d) Notwithstanding the foregoing, King County shall have no right to use any portion of the Easement Area to construct or repair any King County Facilities unless and until it shall have provided to Redmond evidence satisfactory to Redmond's risk manager that the insurance required by Article XI is in force. If King County shall, at any time, fail to provide satisfactory evidence of insurance, then Redmond may revoke King County's right to use the Easement Area to construct or repair any portion of the King County Facilities until such evidence is provided and King County has otherwise complied with all other requirements of Article XI.

Section 9.2 Permits and Applicable Law. Nothing in this Agreement shall be construed as a waiver of any applicable federal, state or local law, regulation or permit requirement. King County, at its sole cost and expense, shall (a) secure and maintain in effect all federal, state, and local permits and licenses required in connection with the planning, design, financing, construction or operation of the King County Facilities including, without limitation, street cut, crossing, zoning, building, health, environmental, and communication permits and licenses; and (b) indemnify Redmond 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 Redmond in curing any such failures, except to the extent that a court of law determines that Redmond caused or contributed to King County's failure.

Section 9.3 Restoration of Property. King County shall repair any damage which is caused by the acts or omissions of King County or any of the King County Parties arising from its use of the Easement Area or the exercise of any rights under this Agreement. King County shall remove or cause the removal of all of its trash, debris, equipment and vehicles and shall cause the remediation of any releases or other environmental damage caused by King County or any of the King County Parties following completion of its due diligence and pre-development activities (including proper disposal of any groundwater or soil sampling and capping of any monitoring wells installed on the Easement Area, if such activity was permitted by Redmond, and so long as such wells are not required to remain in place and functional by another agency with jurisdiction) and shall restore all property to substantially the same condition as existed prior to any such inspection, study, sampling or testing. If King County does not repair or restore the affected property within thirty (30) days after written notice from Redmond, Redmond may take action to accomplish such repair or restoration at King County's sole expense.

Section 9.4 Environmental Review. King County shall be solely responsible for all costs of environmental review of all stages of its proposed projects.

Section 9.5 Utilities. This Agreement shall not be read to diminish, or in any way affect, the authority of Redmond or other utility providers to control and charge for the use of the power, water, storm, refuse, and sewer utilities. If King County desires to use such utilities, it must obtain necessary agreements or consents for such uses and pay any and all associated fees as may be required by Redmond or such other utility providers.

Section 9.6 Notice of Intent to Develop. In addition to the other requirements in this Agreement, not less than one hundred eighty (180) days prior to commencing any construction activity, King County shall provide Redmond and Sound Transit a written "Notice of Intent to Develop." The Notice of Intent to Develop must describe in reasonable detail:

(a) The proposed timetable for development and construction of any King County Facilities, including the nature and location of the work to be performed, estimated completion dates and progress toward completion. King County shall provide updated information to Redmond upon request;

(b) Coordination of King County's construction uses with other uses in the vicinity of the Easement Area;

(d) Any proposed relocation of a City Improvement or any facility of the holder of an Existing Third-Party Interest; and

(e) A description of measures to ensure the safety of other users in the vicinity of the Easement Area. King County and Redmond shall contemporaneously

negotiate the terms of any temporary construction easement, which shall include relevant conditions from those included in King County's Notice of Intent to Develop.

Section 9.7 As-Built Plans. To the extent not required by Redmond through the local permitting process, King County shall deliver, promptly after completion of any facilities within the Easement Area, "as-built" plans of all facilities located in the Easement Area.

## ARTICLE X INDEMNITY

Section 10.1 General Indemnity. King County hereby agrees to indemnify, defend, and hold harmless Redmond and its officers, directors, employees, agents, contractors and subcontractors from any and all Claims asserted against any of them arising or growing out of or in connection with or resulting from, either directly or indirectly, (i) the use of the easement granted herein or the presence on the Easement Area, (ii) the investigation, plan, design, construction, maintenance, repair or removal of any King County Facilities, or (iii) the ownership, operation or maintenance of any King County Facilities, by King County or its officers, directors, employees, agents, contractors or subcontractors except to the extent such Claims arise from the negligence or willful misconduct of Redmond, its employees, servants, agents or contractors; provided, however, that this Section 10.1 shall not apply to those Claims described in Sections 10.3 and 10.4 of this Agreement, which are intended to govern such Claims.

Section 10.2 Release by King County. King County hereby releases Redmond and its officers, directors, employees, agents, contractors and subcontractors from any and all Claims that King County has in the past or may in the future suffer arising out of or in connection with or resulting from, either directly or indirectly, (i) the use of the easements granted herein or the presence on the Easement Area, (ii) the investigation, plan, design, construction, maintenance, repair or removal of any King County Facilities, or (iii) the ownership, operation or maintenance of any King County Facilities, by King County or its officers, directors, employees, agents, contractors or subcontractors except to the extent such Losses arise from the negligence or willful misconduct of Redmond, its employees, servants, agents or contractors. King County hereby also releases Redmond and its officers, directors, employees, agents, contractors and subcontractors from any and all Losses that King County has in the past or may in the future suffer arising out of or in connection with or resulting from, either directly or indirectly, the Multipurpose Easement.

Section 10.3 Indemnity by King County for Environmental Claims. King County shall indemnify, defend and hold harmless Redmond and its officers, directors, employees, agents and contractors against any and all Claims asserted against any such party by third parties, including but not limited to Sound Transit, the Port of Seattle and BNSF Railway Company and federal, state and local regulatory agencies, for damages, investigation or remediation costs related to or arising from Hazardous Substances manufactured, stored,

released, disposed of, handled or transported in, at, on, under or from the Easement Area by King County or its invitees, licensees, employees, agents, contractors or customers. King County acknowledges Redmond has certain obligations under the Port Purchase Agreement to indemnify the Port of Seattle for environmental Claims. Consequently, King County hereby also agrees to indemnify, defend and hold Redmond and its officers, directors, employees, agents and contractors harmless against any and all Claims asserted against any such party by the Port of Seattle pursuant to the Port Purchase Agreement for indemnification, defense or damages in relation to any environmental Claims involving the City Segment asserted against the Port of Seattle by King County or its successors or assigns.

Section 10.4 Indemnity by Redmond for Environmental Claims. Redmond shall indemnify, defend and hold harmless King County and its officers, directors, employees, agents, contractors and subcontractors against any and all Claims asserted against such parties by third parties, including but not limited to, BNSF Railway Company and federal, state and local regulatory agencies, for damages, investigation or remediation costs related to Hazardous Substances manufactured, stored, released, disposed of, handled or transported in, at, on, under or from the Easement Area by Redmond or its invitees, licensees, employees, agents, contractors or customers.

Section 10.5 Notice and Defense. A Protected Party shall give the Indemnifying Party prompt notice of any claims or actions, of which it is aware, against the Protected Party under this Agreement. The Indemnifying Party shall (i) promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the Protected Party, its agents, contractors, and employees; (ii) hold harmless the Protected Party for any expense associated therewith; (iii) and promptly pay any settlement or judgment that may be agreed to by the Parties or entered by a court. The Protected Party shall cooperate fully with the Indemnifying Party in the defense of any such claim or action. The Protected Party shall not settle any such claim or action without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld. In the event that the Indemnifying Party does not assume and meet its obligations under this Section 10.5 promptly upon receiving written notice from the Protected Party, the Protected Party may, at its option, make any expenditures or incur any obligations for the payment of money in connection with or arising out of the indemnified matters, including, but not limited to, attorneys' fees. Such sums paid or obligations incurred shall be deemed to be additional obligations of the Indemnifying Party under this Agreement and shall be paid by the Indemnifying Party upon the rendering of a statement to the Indemnifying Party therefore.

Section 10.6 Waiver of Industrial Insurance Immunity. Solely to give full force and effect to the indemnification provisions of this Agreement, and not for the benefit of any other person, each Party hereby waives any immunity it may have under the state industrial insurance act, Title 51 of the Revised Code of Washington, or any other

industrial insurance, workers' compensation or similar laws of the State of Washington. THE PARTIES ACKNOWLEDGE THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION. This Section 10.6 shall not be interpreted or construed as a waiver of either Party's right to assert such immunity, defense or protection against any of its own employees.

#### ARTICLE XI INSURANCE

Section 11.1 Insurance Prior to Construction. King County, maintains a fully funded Self-Insurance program as defined in King County Code 4.12 for the protection and handling of the County's liabilities including injuries to persons and damage to property. Redmond acknowledges, agrees and understands that King County is self-funded for all of its liability exposures. King County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. King County agrees to provide Redmond with at least 30 days prior written notice of any material change in King County's self-funded program and, upon request, will provide Redmond with a certificate of self-insurance as adequate proof of coverage. Redmond further acknowledges, agrees and understands that King County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore King County does not have the ability to add the Redmond as an additional insured.

Section 11.2 Insurance During Construction and Operations. Prior to the first issuance of a permit for the construction of any portion of the Additional Utility Facilities, representatives of each Party will meet and confer in good faith to secure mutual agreement upon the insurance or self-insurance program to be maintained by King County in regard to the construction and operation of the King County Facilities, and shall enter into a written agreement regarding the scope and terms of such program, which agreement shall identify at least (i) the required waivers of subrogation, insurer qualifications, named insureds, coverages, limits, conditions, policy forms and endorsements for such program, and (ii) the required evidence of such insurance. If the program involves self-insurance, the agreement shall identify at least (a) the required financial condition of King County, (b) the required reserves and reserving methodology, (c) the risks that may be self-insured, and (d) the required waiver of subrogation by King County. Redmond shall have no obligation to issue any permits until the Parties have entered into such an insurance agreement and King County has produced satisfactory evidence of insurance pursuant thereto.

Section 11.3 Failure to Agree or Maintain. If King County fails to obtain or maintain the required insurance or self-insurance program, Redmond may revoke any outstanding permits, order King County to stop construction of the Additional Utility Facilities until the required insurance is obtained.

## ARTICLE XII LIENS

Section 12.1 Liens. In the event that any portion of the Easement Area becomes subject to any claims for mechanics' or materialmen's liens, or other encumbrances chargeable to or through King County that King County does not contest in good faith, King County 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 Redmond, and shall indemnify Redmond 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, Redmond may pay or secure the release or discharge thereof at the expense of King County after first giving King County five (5) business days' advance notice of its intention to do so.

Section 12.2 Contest of Liens. Nothing herein shall preclude King County's or Redmond's contest of a claim for lien or other encumbrance chargeable to or through King County or Redmond, or of a contract or action upon which the same arose.

## ARTICLE XIII TERMINATION OF EASEMENT

Section 13.1 Termination of Easement. Each easement granted in this Agreement shall terminate if and when King County abandons use of that portion of the Easement Area for any King County Facilities. Upon termination, King County shall execute and record an instrument evidencing the termination of the easements.

Section 13.2 Removal of Facilities. Upon termination of an easement, King County shall have the right to remove all King County Facilities from that portion of the Easement Area provided that it restore that portion of the Easement Area to the condition that existed prior to the removal of those King County Facilities. Any such work removal and restoration shall be performed pursuant to all applicable laws and permits.

Section 13.3 Failure to Remove. Absent a written agreement between Redmond and King County to the contrary, any King County Facilities not removed by King County within three (3) months of termination of an easement will be deemed abandoned by King County. Redmond may at any time thereafter remove any or all of such facilities at King County's sole cost, and King County shall be responsible for all costs of such removal and disposal, including, without limitation, costs of investigating, inventorying, testing, bidding, insuring, removing, transporting and disposing of the property.

## ARTICLE XIV COLLABORATION AND DISPUTE RESOLUTION

Section 14.1 Collaboration. Throughout King County's design process, King County and Redmond will work in a collaborative manner to discuss and resolve any

design and engineering issues that threaten the ability of the Parties to achieve the intentions of this Agreement.

Section 14.2 Dispute Notice. After delivery of any Dispute Notice, the Parties shall endeavor in good faith to resolve the dispute consistent with the terms of this Agreement, the principles of dual use and prudent expenditure of public money.

Section 14.3 Dispute Resolution. The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. Redmond and King County shall each designate a representative to resolve disputes under this Agreement (each, a "Designated Representative") within thirty (30) days following execution of this Agreement. The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative shall notify the other in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice shall include (a) a description of the issue to be resolved; (b) a description of the difference between the Parties on the issue; and (c) a summary of steps taken by the Designated Representatives to resolve the issue. The Designated Representatives shall meet within three (3) business days of receiving written notice of a dispute and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the King County Executive or his/her designee and the Mayor of Redmond or his/her designee shall meet within seven (7) business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

Section 14.4 Mediation. If Redmond and King County are unable to resolve the dispute within thirty (30) days, the Parties shall endeavor to resolve the dispute by mediation with a mediator agreed to by the Parties. A Party shall submit a request for mediation in writing to the other Party, and mediation shall be conducted within thirty (30) days of such notice. The Parties agree that they shall have no right to seek relief as to the dispute in a court of law until and unless each of these procedural steps is exhausted. If any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above, the Parties agree to seek an order to suspend any proceeding filed in a court of law while the procedural steps set forth above are satisfied.

## ARTICLE XV MISCELLANEOUS

Section 15.1 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below, or to such other or additional addresses as specified in a written notice delivered pursuant to this Agreement. Any notices may be delivered (i) by personal service on the addressee of the notice, (ii) by deposit with a

nationally recognized overnight delivery service, or (iii) by deposit as registered or certified mail in the United States mail, postage prepaid. Any notice delivered by personal service shall be deemed delivered upon service. Any notice posted in the United States mail shall be deemed received upon receipt. Any notice given via an overnight delivery service shall be deemed received upon receipt.

Redmond: City of Redmond  
15670 NE 85th Street  
Redmond, WA 98073-9710  
Attention: City Clerk

Copy to: City of Redmond  
15670 NE 85th Street  
Redmond, WA 98073-9710  
Attention: Parks Director

Copy to: City of Redmond  
15670 NE 85th Street  
Redmond, WA 98073-9710  
Attention: Planning Director

Copy to: City of Redmond  
15670 NE 85th Street  
Redmond, WA 98073-9710  
Attention: Risk Manager

Copy to: City of Redmond  
15670 NE 85th Street  
Redmond, WA 98073-9710  
Attention: Public Works Director

King County: King County  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Copy to: King County  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Section 15.2 Attorneys' Fees. If either Party shall institute litigation to enforce a right or remedy hereunder, then the prevailing Party shall be entitled to recover its costs and expenses, including the costs of depositions and expert witnesses, and its reasonable attorneys' fees, including fees on appeal.

Section 15.3 Amendment. This Agreement may only be amended by an instrument executed by both Parties and recorded in the records of the King County Recorder.

**SIGNATURES ON FOLLOWING TWO PAGES**





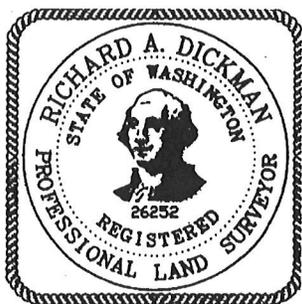
**EXHIBIT A**  
**NORTH CORRIDOR CITY SEGMENT**

A strip of land of varying widths situated in a portion of the South half of Section 27 and the East half of Section 34, Township 26 North, Range 5 East, W.M., King County, Washington, and portions of the Northeast quarter of Section 3, the West half and the Southeast quarter of Section 2 and the North half of Section 11, Township 25 North, Range 5 East, W.M., of said County, said strip being all that portion of the BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kenndale, Washington Branch Line, as described by deed recorded under Recording No. 20091218001537, records of said County, said strip described as follows:

COMMENCING at the Northeast corner of the Southwest quarter of said Section 27; thence Westerly along the North line of said Southwest quarter to the originally located centerline of said Railway; thence Southerly along said centerline to the intersection with the South line of the North 50 feet of said Subdivision, said South line being the Southerly right of way margin of NE 124<sup>th</sup> Street and the BEGINNING of a strip of land 100 feet in width, being 50 feet on each side of the following described centerline, said North line being the northerly limits of said strip sidelines; thence continuing Southerly along said centerline to the South line of the Southeast quarter of said Section 27 and the beginning of a strip of land 100 feet in width, being 25 feet easterly of and 75 feet westerly of the following described centerline, said South line being the southerly limits of said 100 foot wide strip sidelines lying northerly of said South line and the northerly limits of said 100 foot wide strip sidelines lying southerly of said South line; thence continuing Southerly along said centerline to a point 1400 feet southerly of the North line of the Northeast quarter of said Section 34 and the beginning of a strip of land 50 feet in width, being 25 feet on each side of the following described centerline; thence continuing Southerly to the South line of the Northeast quarter of said Section 34 and the beginning of a strip of land 100 feet in width, being 50 feet on each side of the following described centerline, said South line being the southerly limits of said 50 foot wide strip sidelines and the northerly limits of said 100 foot wide strip sidelines; thence continuing Southerly and Easterly along said centerline to the South line of said Section 2 and the beginning of a strip of land 125 feet in width, being 75 feet northerly of and 50 feet southerly of the following described centerline, said South line being the southerly limits of said 100 foot wide strip sidelines and the northerly limits of said 125 foot wide strip sidelines; thence continuing Easterly along said centerline to the Southerly right of way margin of Secondary State Highway No. 2-D (NE Redmond Drive) and the terminus of said centerline, said margin being the easterly limits of said strip sidelines.

EXCEPT the East 25 feet of said strip lying southerly of the North line of the Southeast quarter of said Section 34 and northerly of a line situated parallel with and 40 feet northwesterly, as measured at right angles from the centerline of NE 98<sup>th</sup> Court as situated in a portion of the

North half of the Northeast quarter of said Section 2, per the Quit Claim Deed by and between the BNSF Railway Company, grantor and the Port of Seattle, grantee, as disclosed by instrument recorded under Recording No. 20091218001537, records of said County.



WHPacific, Inc.  
12100 NE 195<sup>th</sup> Street Suite 300  
Bothell, WA 98011  
425-951-4800  
Project No. 209.037564

Pipe Line  
No. 209,542

THIS AGREEMENT, made this **1st** day of **January**, 19 **73**, between

**BURLINGTON NORTHERN INC.**, a Delaware corporation, hereinafter called "Railroad," and  
**MUNICIPALITY OF METROPOLITAN SEATTLE**, a municipal corporation of the State of  
Washington,  
whose post office address is **410 West Harrison Street, Seattle, Washington 98119**,  
hereinafter called "Permittee."

7303190645

WITNESSETH:

Railroad, for and in consideration of the fee herein provided to be paid to it by Permittee and of the covenants and promises hereinafter made to be observed and performed by Permittee, does hereby grant to Permittee license and permission to excavate for, construct, maintain and operate **a 42-inch R.C.P. sewer pipe line**

Entered in System

hereinafter referred to as the "facility," upon, along or across the right of way of Railroad, underneath the surface thereof, and under the tracks of its railroad, as the case may be, at or near **Redmond** Station, in the County of **King**, State of **Washington**, to be located as follows, to-wit:

**At survey station 328 plus 15.2 - Mile Post 6 plus 1157 feet passing beneath Railroad's Bridge No. 6**

~~as shown by heavy dashed blue line on the plat hereto attached, marked Exhibit "A" and by this reference thereto made a part hereof.~~  
**colored red** dated **December 4, 1972**

Permittee in consideration of such license and permission hereby covenants and promises as follows:

1. Permittee will pay in advance to Railroad for this permit the sum of **One hundred Dollars (\$100.00)**,

~~also all taxes and assessments that may be levied or assessed against said facility. Railroad reserves the right to change the said charge at any time while this permit remains in effect upon thirty (30) days written notice. This provision for payment shall in no way restrict Railroad's right of termination under Paragraph 9 hereof.~~

7303190645

2. Permittee, at Permittee's sole cost and expense, shall excavate for, construct, reconstruct, maintain and repair the facility placing the same at least ~~feet below~~ **in accordance with the specifications on Permittee's application dated November 3, 1972, using the jacking method between the bridge bents, except the invert elevation must be no lower than 36 feet below top of ties of Bridge No. 6.** *38.5 ft*

Permittee shall fill in the excavation, and restore the surface of the ground to its previous condition subject to the approval of the Superintendent of the Division of Railroad upon which the facility is located. Said Superintendent shall have the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or change of location of said facility as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade thereof, construction of a building, or for any other reason whether or not connected with the operation, maintenance, or improvement of the railway of Railroad, all of which shall be done at the expense of Permittee in the manner herein provided.

7303190645

3. Permittee shall give to the said Superintendent at least two (2) days' advance notice of any work to be done by Permittee in the excavation, construction, any reconstruction, maintenance, repair, change of location or removal of the facility, and shall conduct such work in such manner as not to interfere with the maintenance and operation of the railway of Railroad.

4. In the event that Railroad, at the request of Permittee, or for the protection of its property and operations, does any work, furnishes any material or flagging service, or incurs any expense whatsoever on account of the excavation for, construction, any reconstruction, maintenance, repair, change of location, removal of the facility or otherwise, Permittee shall reimburse Railroad for the cost thereof within twenty (20) days after bills are rendered therefor. If the excavation for construction, any reconstruction, maintenance, repair, change of location, or removal of the facility, requires any or all of the following work: removal and replacement of track; bridging, protection of track or other railway facilities by work or flagging, engineering and/or supervision, such work is to be performed by Railroad employees and the cost borne by Permittee.

5. In the event any cathodic electrolysis or other electrical grounding system is installed in connection with the facility which, in the opinion of Railroad, in any way interferes with any train signals, telephone or telegraph lines, or other facilities of Railroad, Permittee upon being informed by Railroad of such interference shall forthwith discontinue operation of and remove said grounding system, or take such steps as may be necessary to avoid and eliminate all such interference. Permittee further agrees to indemnify and save harmless Railroad from and against any damages, claims, losses, suits or expenses in any manner arising from or growing out of interference with the signals, telephone or telegraph lines of Railroad by the operation, use or existence of any such grounding system.

6. Permittee shall and hereby releases and discharges Railroad of and from any and all liability for damage to or destruction of the said facility, and any other property of Permittee located on or near Railroad's premises; and shall and hereby assumes any and all liability for injury to or death of any and all persons whomsoever, including officers, employees and agents of the parties hereto, or loss of or damage to property to whomsoever belonging, including property owned by, leased to or in the care, custody and control of the parties hereto, in any manner arising from or during the construction, any reconstruction, use, maintenance, repair or removal of said facility, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence. ~~Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Railroad, its officers, employees or agents.~~

7. Permittee shall not transfer or assign this permit without the written consent of Railroad.

8. Nothing herein contained shall imply or import a covenant on the part of Railroad for quiet enjoyment.

9. If the Permittee shall at any time cease to maintain and operate the said facility or shall fail to perform every agreement of this permit, the Railroad may forthwith terminate this permit and may forthwith expel the Permittee from its premises; and at the end of the permit the Permittee will restore the premises of the Railroad to their former state.

~~10. Upon any failure of Permittee punctually and strictly to observe and perform the covenants and promises made herein by Permittee to be kept and performed, Railroad may terminate this agreement on ten (10) days' notice to Permittee, remove the facility, and restore the right of way to its previous condition at the cost and expense of Permittee.~~

11. Any notices given under the provisions of this agreement shall be good if deposited postpaid in a United States post office addressed to Permittee at Permittee's post office address above stated or as otherwise directed by Permittee.

12. The license and permission herein granted is subject to permits, leases and licenses, if any, heretofore granted by Railroad affecting the premises upon which said facility is located.

13. Subject to the foregoing provisions, this agreement and all of the covenants and promises thereof, shall inure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and assigns.

7303190645

IN WITNESS WHEREOF, Railroad and Permittee have executed this agreement the day and year first above written.

In Presence of:

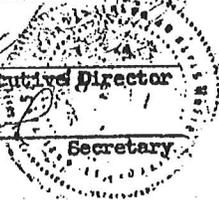


Raymond Drebin  
Secretary

BURLINGTON NORTHERN INC.  
By [Signature]  
Vice President

Richard J. Hillard

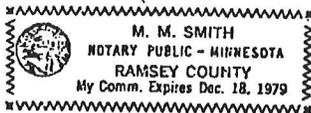
MUNICIPALITY OF METROPOLITAN SEATTLE  
By x [Signature]  
Executive Director  
Attest [Signature]  
Secretary



STATE OF MINNESOTA }  
County of Ramsey } ss:

On this 4th day of February, 1973, before me personally appeared A. F. Diegel to me known to be a Vice President and R. M. Kelly to me known to be \_\_\_\_\_ Secretary of Burlington Northern Inc., one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Burlington Northern Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said Burlington Northern Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



M. M. Smith

7303190645



## KING COUNTY UTILITY EASEMENT

A strip of land 10.00 feet in width situated in a portion of the South half of Section 27 and the East half of Section 34, Township 26 North, Range 5 East, W.M., King County, Washington, and portions of the Northeast quarter of Section 3, the West half and the Southeast quarter of Section 2, the Northeast quarter of Section 11 and the Northwest quarter of Section 12, Township 25 North, Range 5 East, W.M., of said County, the easterly and northerly line of strip described as follows:

BEGINNING at the intersection of the Easterly right of way margin of the BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kenndale, Washington Branch Line, as described by deed recorded under Recording No. 20091218001537, with the South line of the North 50.00 feet of the Southwest quarter of said Section 27, said South line being the Southerly right of way margin of NE 124<sup>1</sup>/<sub>2</sub> Street and the northerly limits of said strip sidelines; thence Southerly along said Easterly margin to the "improved" northerly line of the Willows Run Golf Club parking lot existing September, 2012 and to a point to be known hereinafter as Point 'A'; thence Westerly along said northerly line to the northwest corner said parking lot and to a point to be known hereinafter as Point 'B'; thence Southerly along the westerly line of said parking lot and its southerly extension 647.00 feet to a point lying westerly and 24.12 feet distant from said margin; thence Southerly along the northerly extension of the west line of that southerly portion of said parking lot situated within said railroad right of way and along said west line to the southwest corner of said parking lot and to a point to be known hereinafter as Point 'C'; thence Easterly along the southerly line of said parking lot to said Easterly margin and to a point to be known hereinafter as Point 'D'; thence Southerly, Southeasterly and Easterly along said Easterly and Northerly margin to a point situated 19.50 feet westerly of the westerly face of 161st Avenue NE southbound curb existing September, 2012; thence Southerly, normal with said Northerly margin to the South line of the North 56.00 feet of said railroad right of way and to a point to be known hereinafter as Point 'E'; thence Easterly parallel with said Northerly margin to a point situated 49.75 feet westerly of the westerly face of 170st Avenue NE southbound curb existing September, 2012; thence Northeasterly to said Northerly margin from which said face of curb situates easterly, 3.50 feet distant; thence Easterly along said margin to the East line of the Southeast quarter of the Northwest quarter of said Section 12, and to City of Redmond City Limits line as described by City Ordinance No. 230, said East line being the terminus of said described line and the easterly limits of said strip sidelines. TOGETHER WITH:

The North 10.00 feet of the South 20.00 feet of the Southeast quarter of said Section 27 adjoining the westerly sideline of said strip. TOGETHER WITH:

The South 10.00 feet of the North 20.00 feet of the Southeast quarter of said Section 34 adjoining the westerly sideline of said strip. TOGETHER WITH:

A strip of land 10.00 feet in width adjoining the westerly sideline of said strip described between aforesaid Points 'A' and 'B'. TOGETHER WITH:

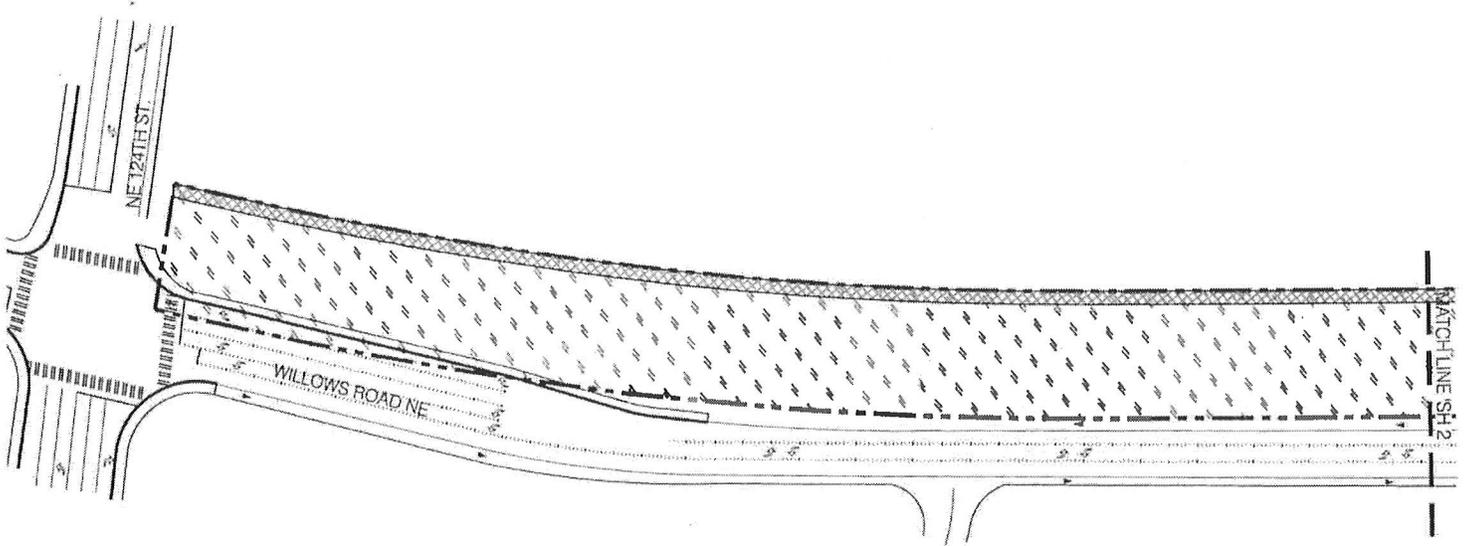
A strip of land 10.00 feet in width adjoining the westerly line of said strip described between aforesaid Points 'C' and 'O'. TOGETHER WITH:

The South 10.00 feet of the North 56.00 feet of said railroad right of way lying between the aforesaid Point 'D' and said 161<sup>51</sup> Avenue face of curb.

The westerly and southerly sidelines of said strip to be lengthened or shortened to intersect at angle points.



WHPacific, Inc.  
12100 NE 195<sup>h</sup> Street Suite 300  
Bothell, WA 98011  
425-951-4800  
Project No. 209.037894



**CITY OF REDMOND**

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

**LEGEND**

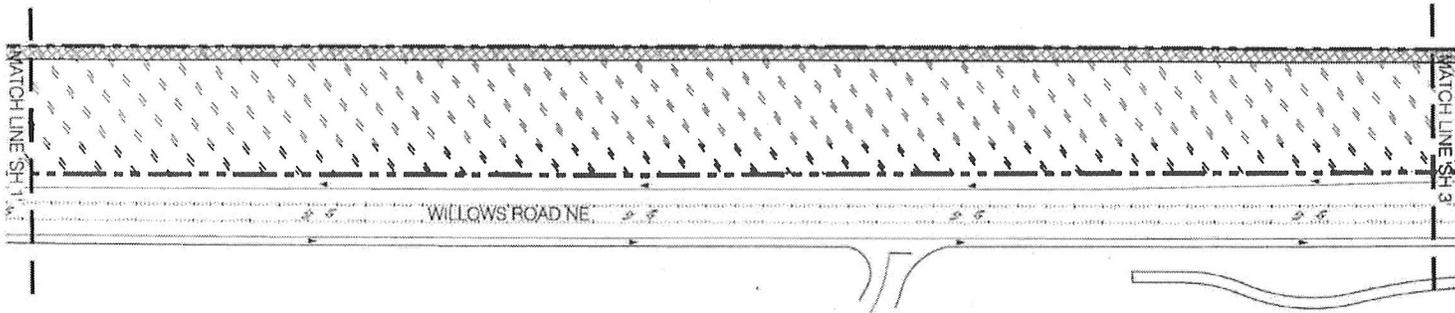
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



SH 1|21  
09/10/2012





### CITY OF REDMOND

EXHIBIT C -MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

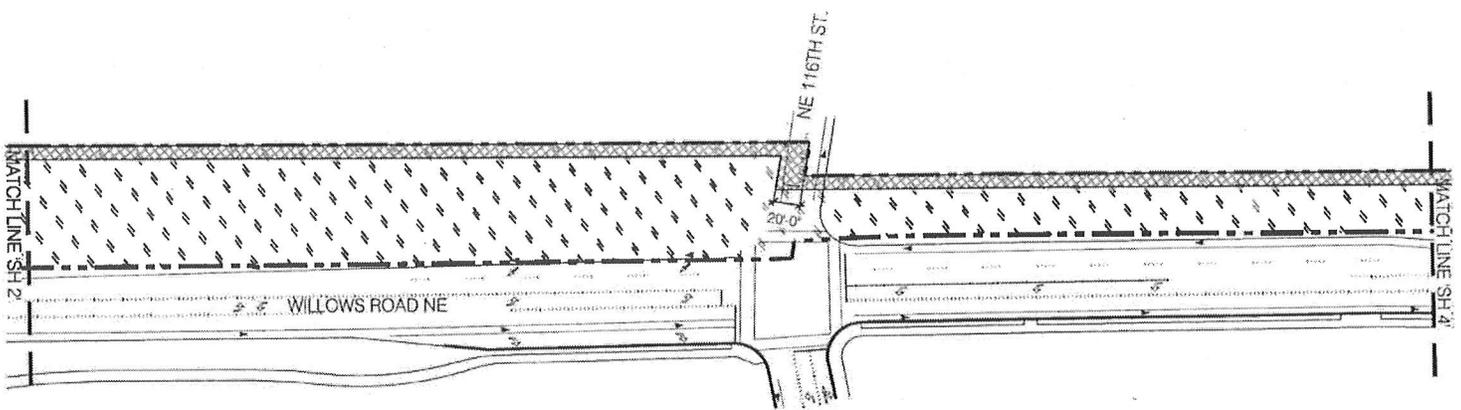
**LEGEND**

-  BNSF ROW
  -  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
  -  KING COUNTY UTILITY EASEMENT
- \* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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### CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

#### LEGEND

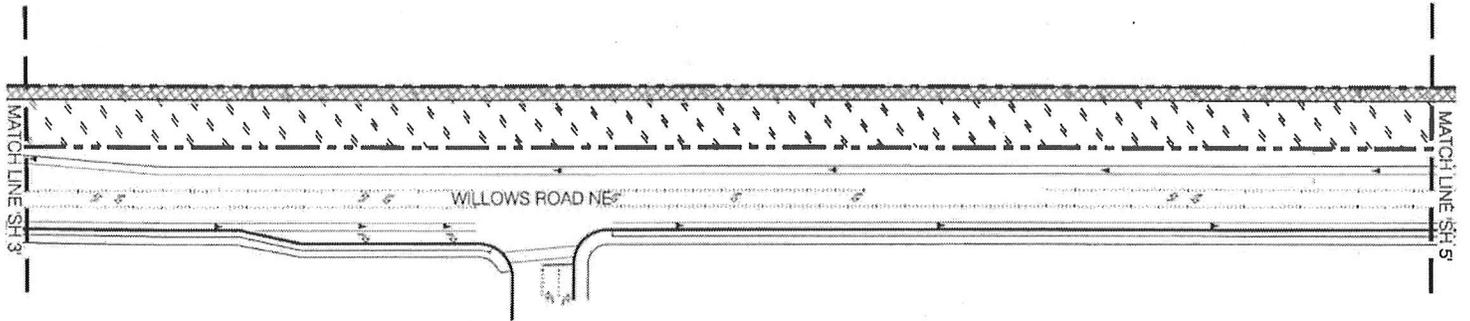
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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### CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

#### LEGEND

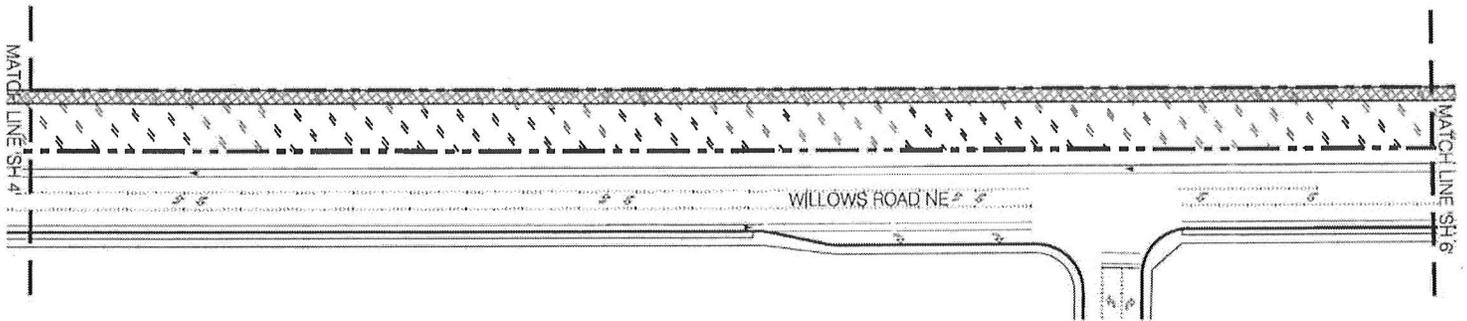
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

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### CITY OF REDMOND

EXHIBIT C -MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

#### LEGEND

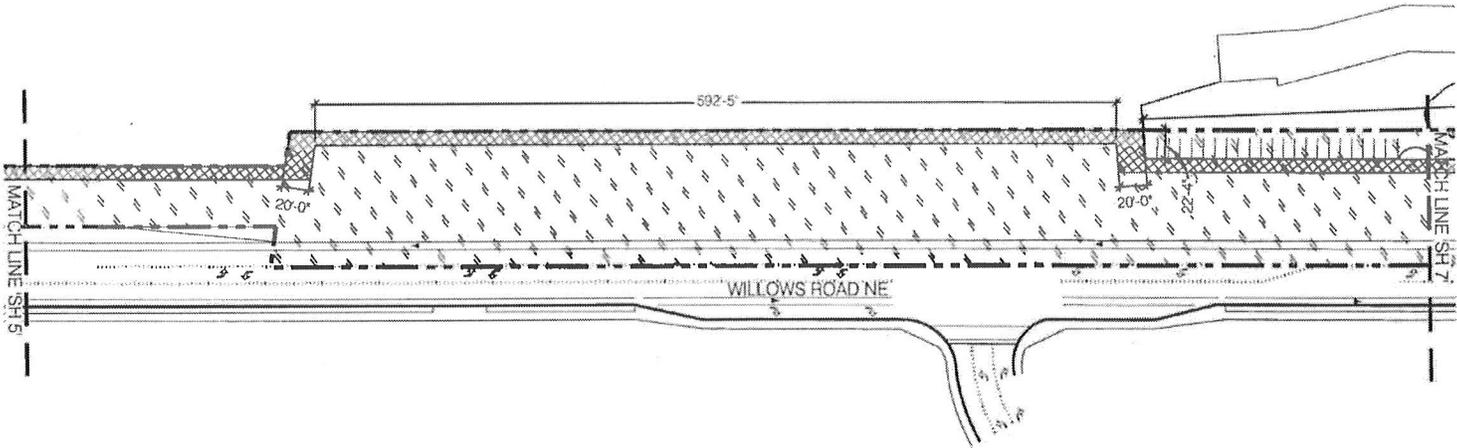
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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09/10/2012





### CITY OF REDMOND

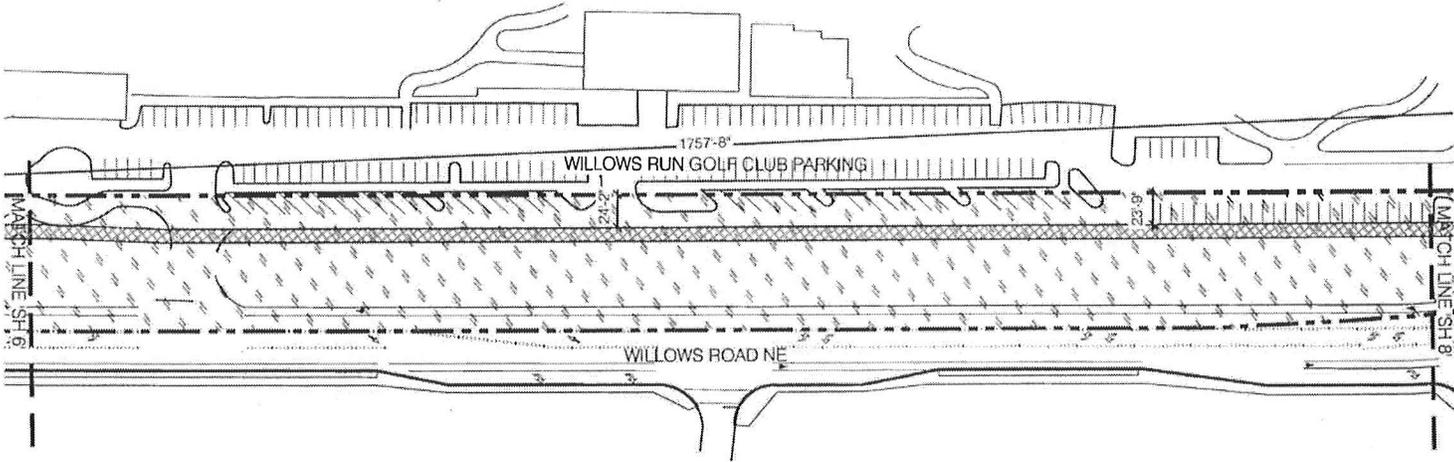
EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

- LEGEND**
- BNSF ROW
  - SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
  - KING COUNTY UTILITY EASEMENT
- \* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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09/10/2012





CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

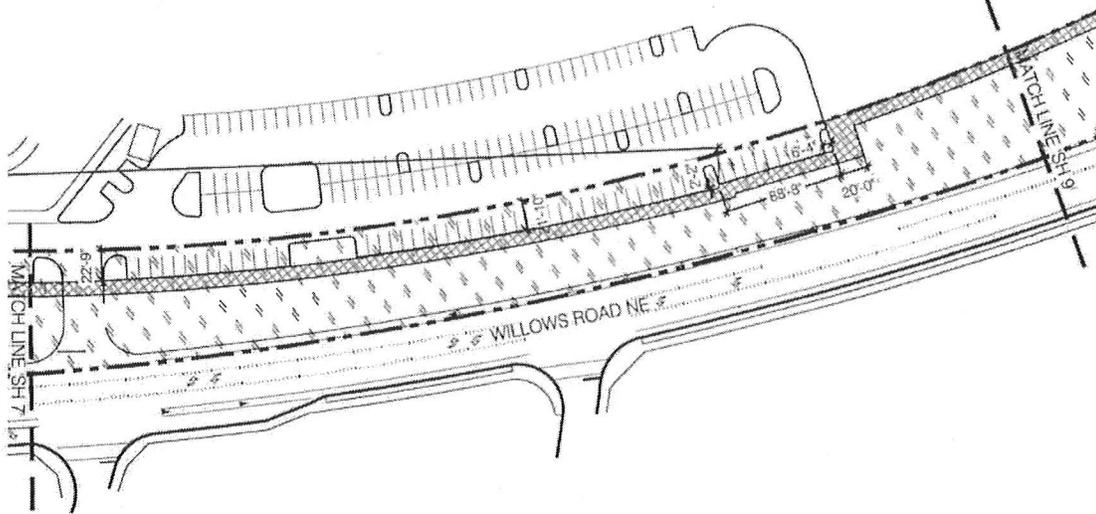


LEGEND

- BNSF ROW
- SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
- KING COUNTY UTILITY EASEMENT
- \* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025. LOCATION TO BE DETERMINED.

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### CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

#### LEGEND

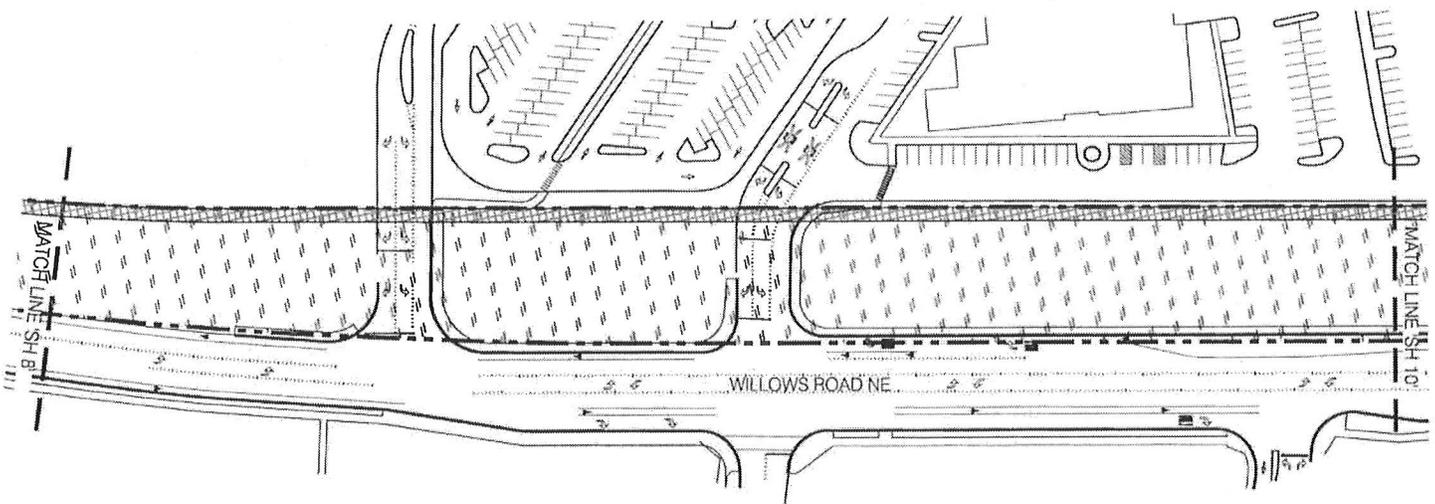
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED



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### CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

**LEGEND**

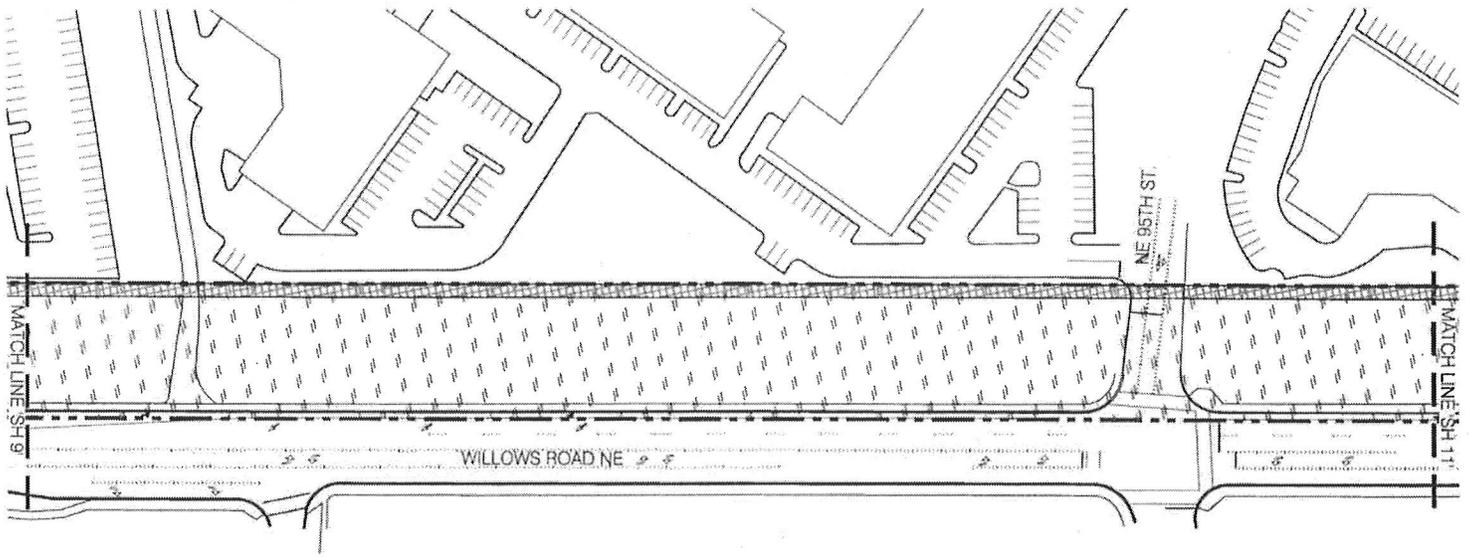
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025. LOCATION TO BE DETERMINED.



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### CITY OF REDMOND

EXHIBIT C -MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

**LEGEND**

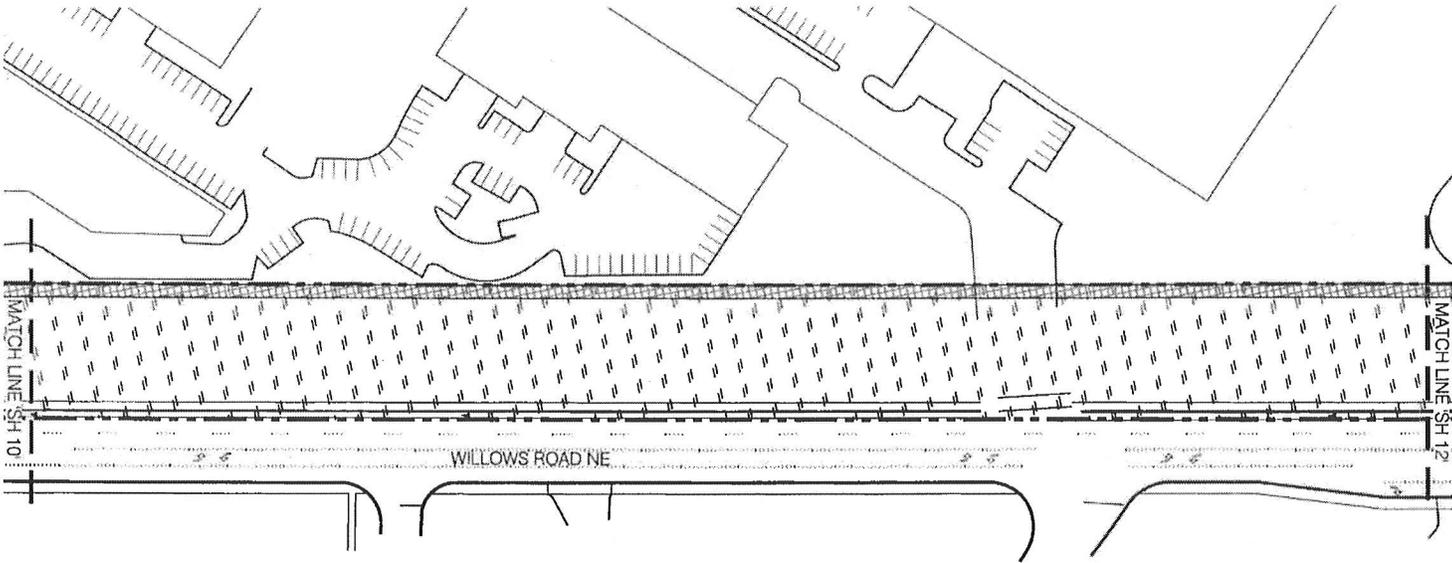
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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### CITY OF REDMOND

EXHIBIT C -MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

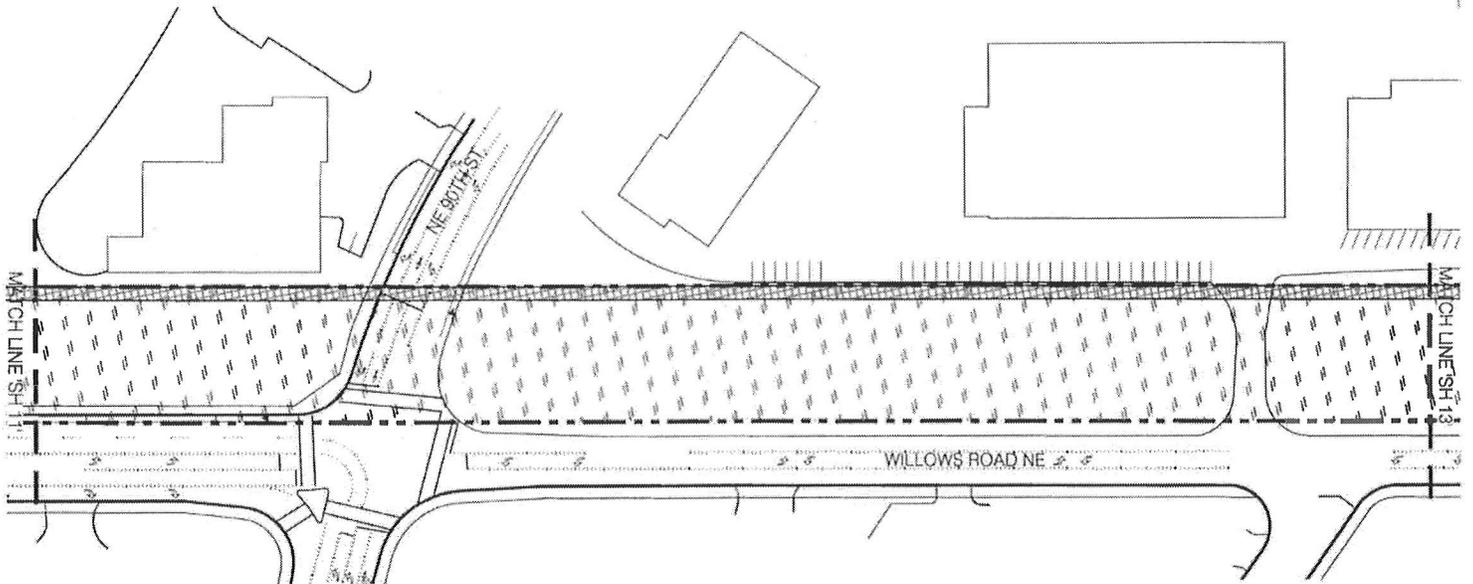
- LEGEND**
-  BNSF ROW
  -  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
  -  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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### CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

#### LEGEND

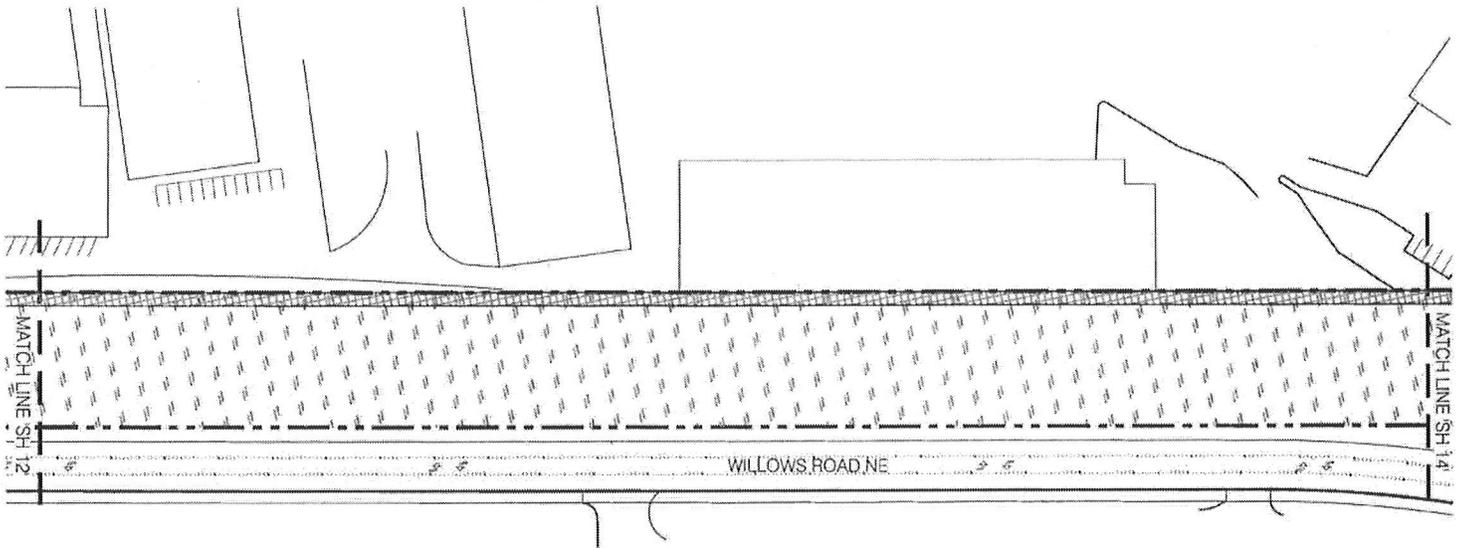
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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09/10/2012





### CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

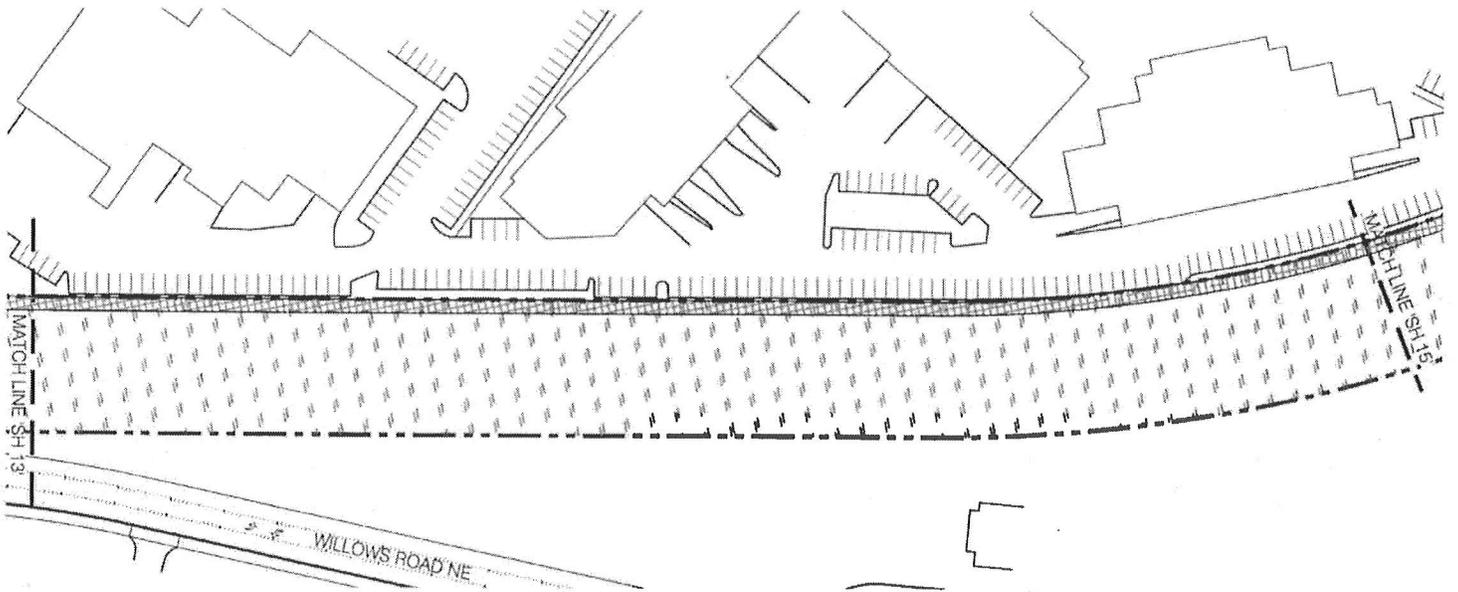


#### LEGEND

-  BNSF ROW
  -  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
  -  KING COUNTY UTILITY EASEMENT
- \* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.

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### CITY OF REDMOND

EXHIBIT C -MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

**LEGEND**

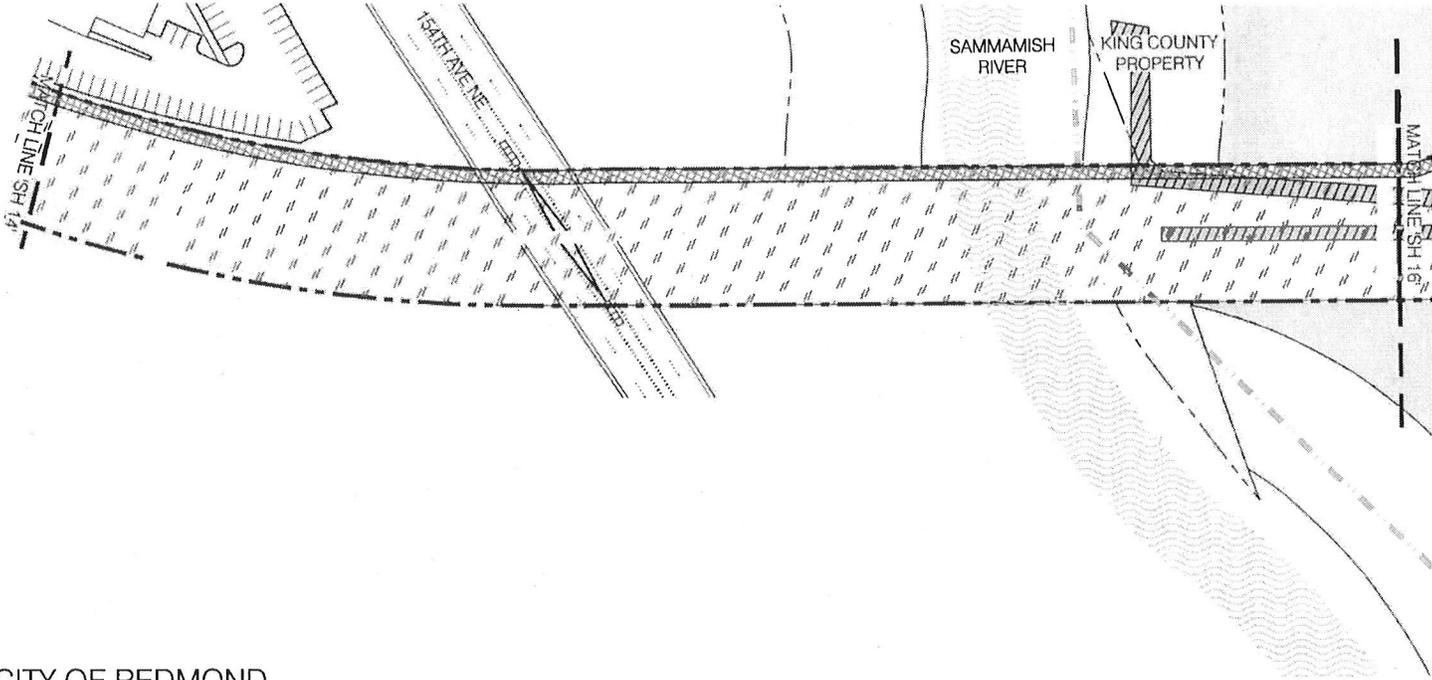
-  BNSF ROW
-  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
-  KING COUNTY UTILITY EASEMENT

\* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.



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CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

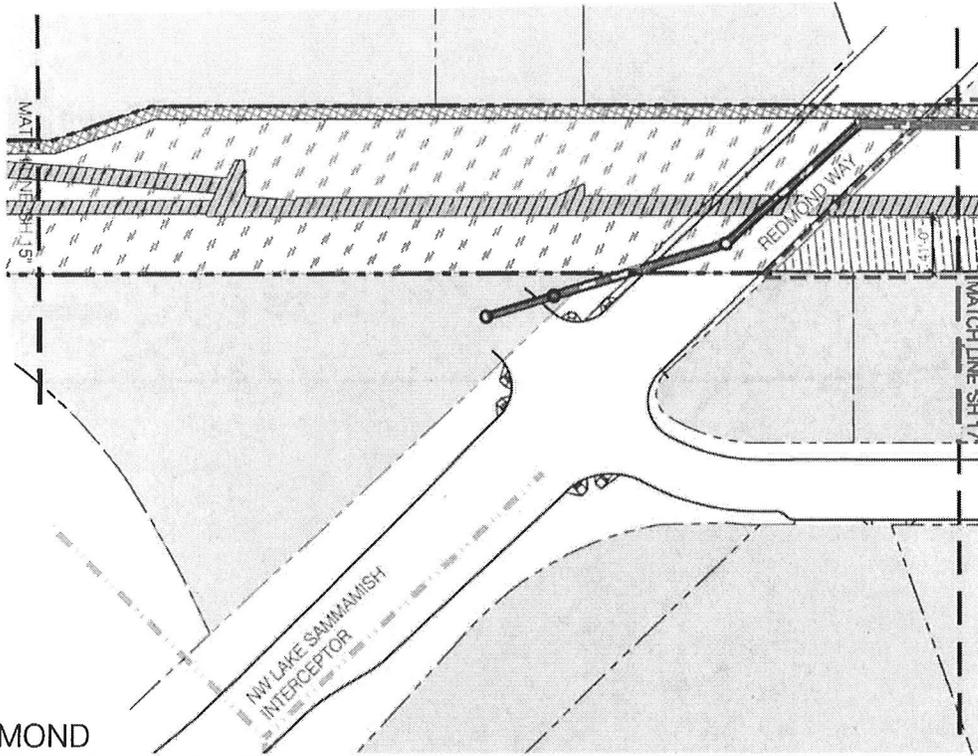


LEGEND

-  BNSF ROW
  -  SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
  -  KING COUNTY UTILITY EASEMENT
- \* REDMOND TO CONSTRUCT A REGIONAL TRAIL IN NORTHERN CORRIDOR BY 2025, LOCATION TO BE DETERMINED.

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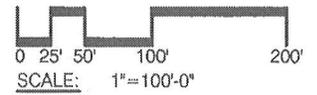




**CITY OF REDMOND**

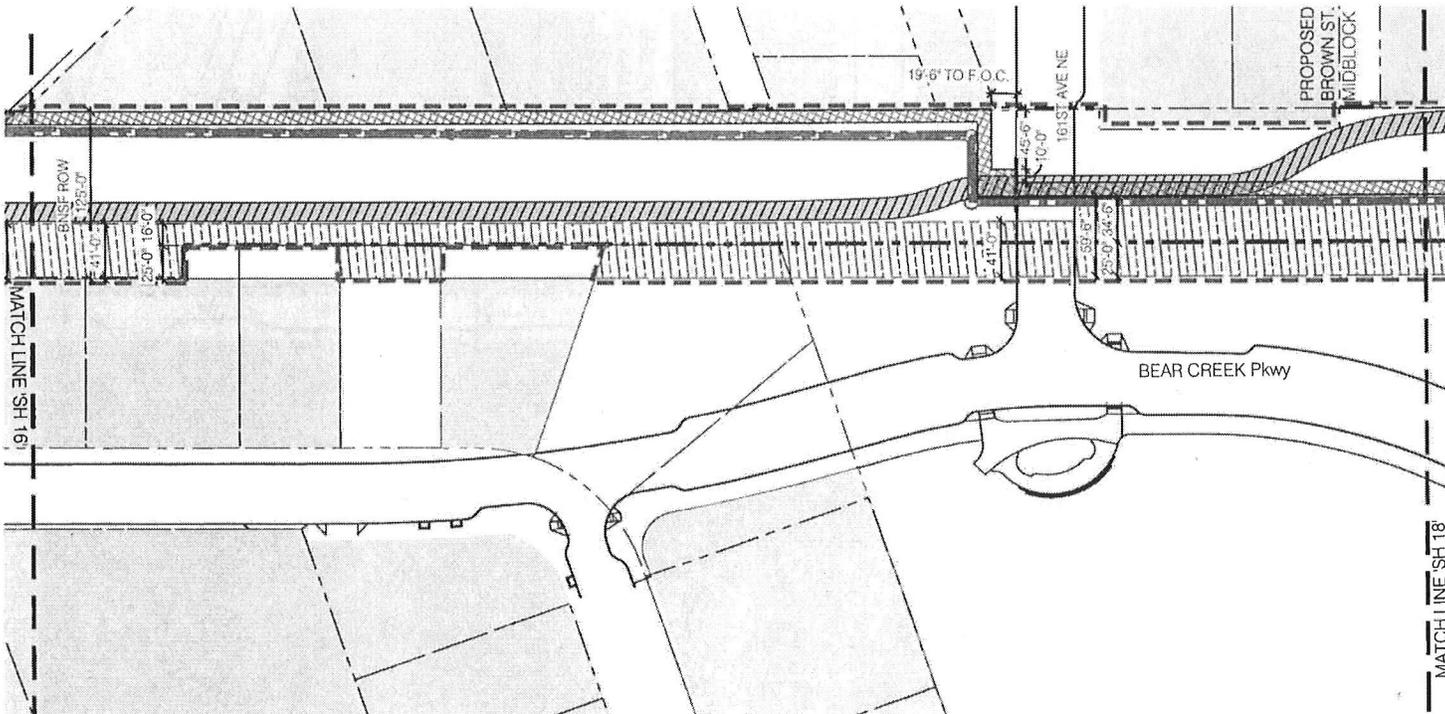
EXHIBIT C -MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

| LEGEND |  |
|--------|--|
|        | DOWNTOWN CITY SEGMENT                      |
|        | PRIVATE PROPERTY                           |
|        | REDMOND STORMWATER TRUNKLINE               |
|        | DOWNTOWN TRANSIT CORRIDOR                  |
|        | PROPOSED 2025 TRAIL ALIGNMENT              |
|        | SOUND TRANSIT DOWNTOWN EASEMENT AREA       |
|        | SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA |
|        | EXISTING KING COUNTY WW FACILITIES         |
|        | KING COUNTY UTILITY EASEMENT               |
|        | SAMMAMISH RIVER                            |



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09/10/2012

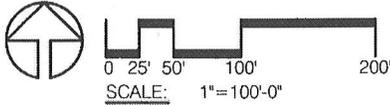




### CITY OF REDMOND

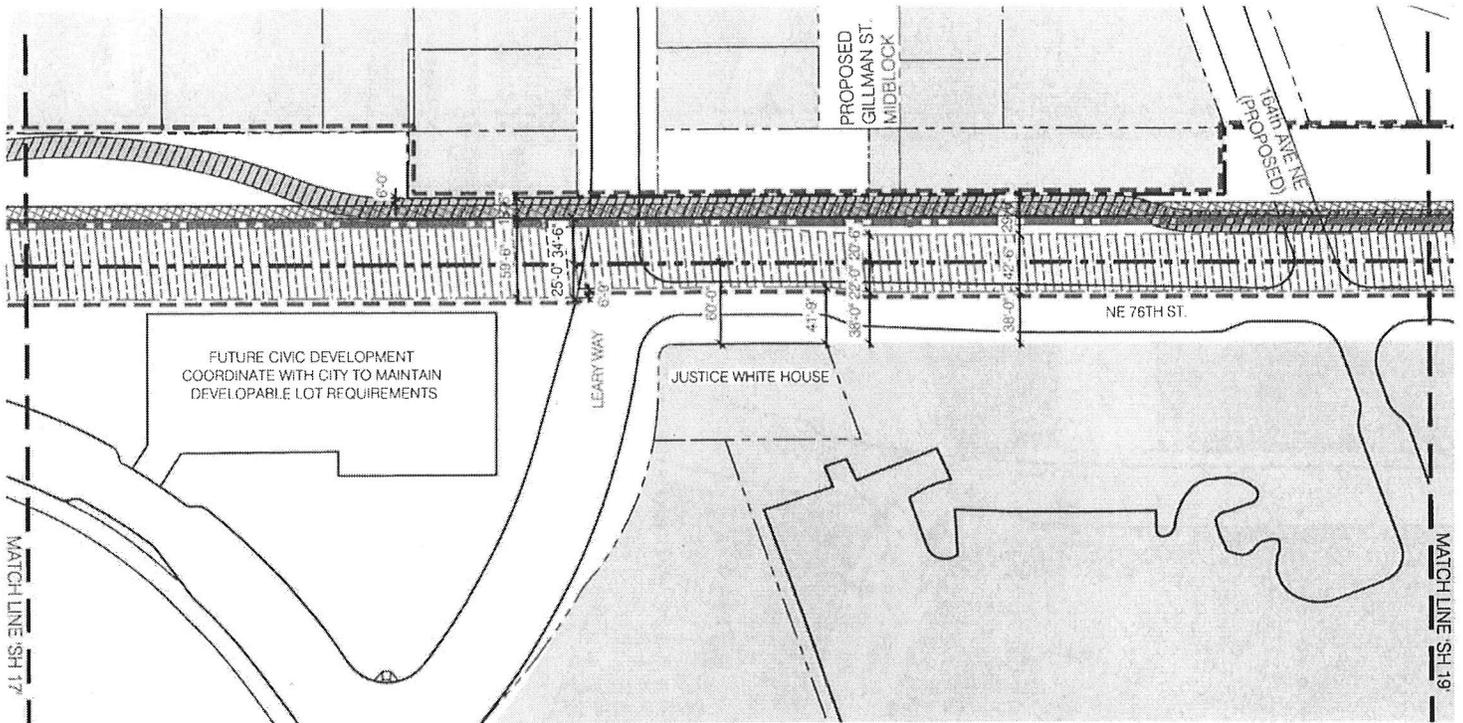
EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

- LEGEND**
- DOWNTOWN CITY SEGMENT
  - PRIVATE PROPERTY
  - REDMOND STORMWATER TRUNKLINE
  - DOWNTOWN TRANSIT CORRIDOR
  - PROPOSED 2025 TRAIL ALIGNMENT
  - SOUND TRANSIT DOWNTOWN EASEMENT AREA
  - SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
  - EXISTING KING COUNTY WW FACILITIES
  - KING COUNTY UTILITY EASEMENT
  - SAMMAMISH RIVER



SHEET 17|21  
09/10/2012



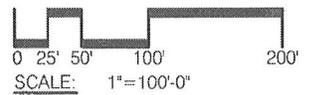


CITY OF REDMOND

EXHIBIT C - MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

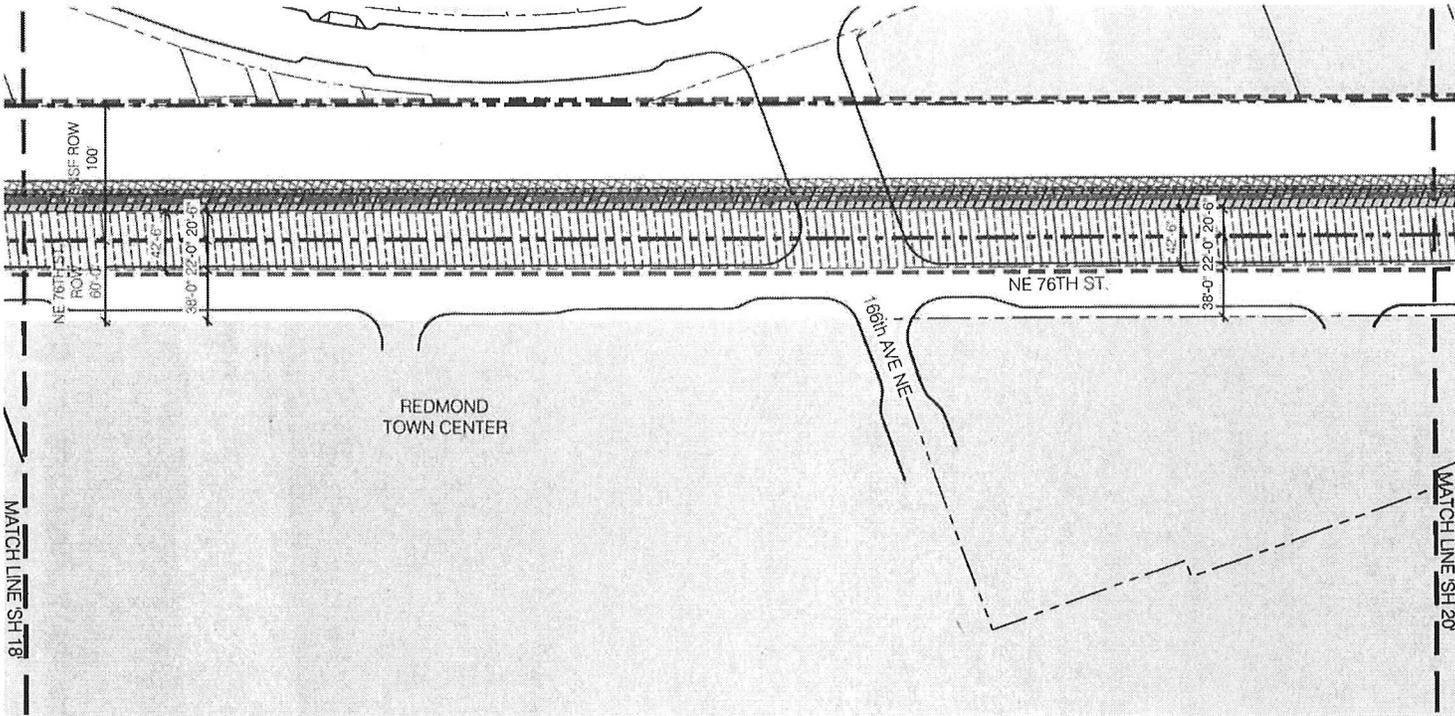
LEGEND

- DOWNTOWN CITY SEGMENT
- PRIVATE PROPERTY
- REDMOND STORMWATER TRUNKLINE
- DOWNTOWN TRANSIT CORRIDOR
- PROPOSED 2025 TRAIL ALIGNMENT
- SOUND TRANSIT DOWNTOWN EASEMENT AREA
- SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
- EXISTING KING COUNTY WW FACILITIES
- KING COUNTY UTILITY EASEMENT
- SAMMAMISH RIVER



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09/10/2012



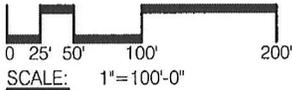


### CITY OF REDMOND

EXHIBIT C -MAP OF DOWNTOWN CITY SEGMENT, DOWNTOWN TRANSIT CORRIDOR, CITY IMPROVEMENTS AND KING COUNTY EASEMENT AREA

#### LEGEND

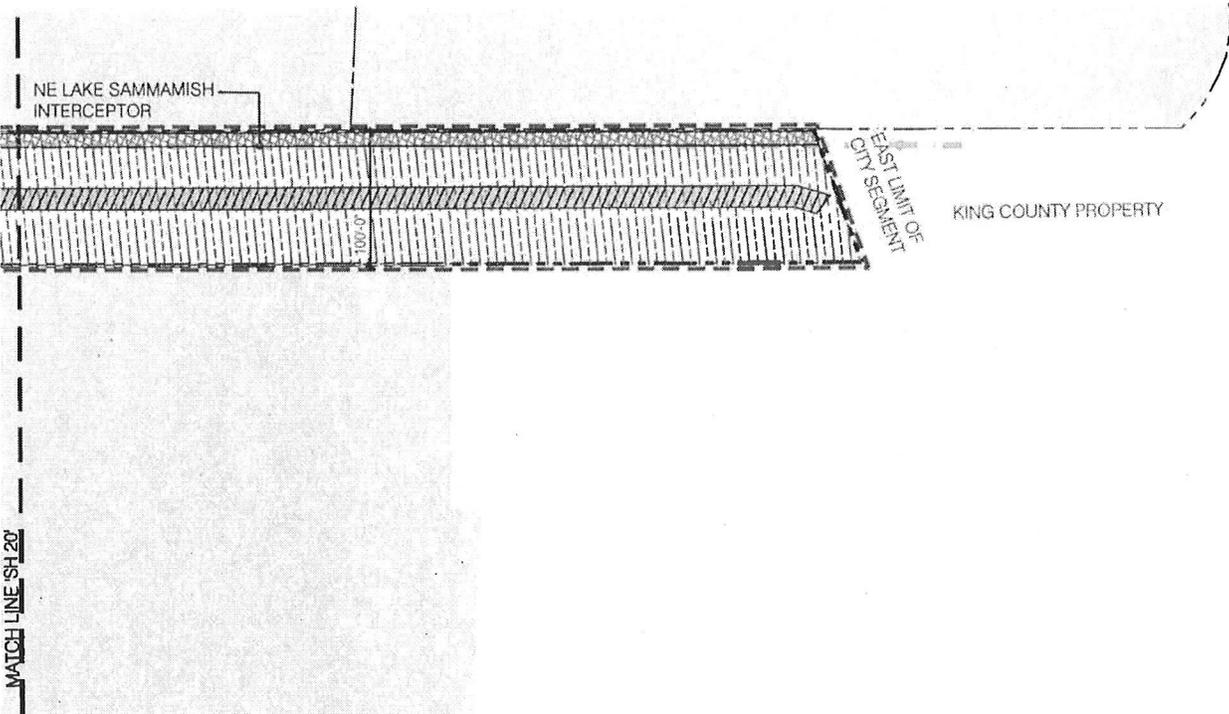
-  DOWNTOWN CITY SEGMENT
-  PRIVATE PROPERTY
-  REDMOND STORMWATER TRUNKLINE
-  DOWNTOWN TRANSIT CORRIDOR
-  PROPOSED 2025 TRAIL ALIGNMENT
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-  KING COUNTY UTILITY EASEMENT
-  SAMMAMISH RIVER



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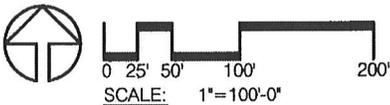


### CITY OF REDMOND

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#### LEGEND

- DOWNTOWN CITY SEGMENT
- PRIVATE PROPERTY
- REDMOND STORMWATER TRUNKLINE
- DOWNTOWN TRANSIT CORRIDOR
- PROPOSED 2025 TRAIL ALIGNMENT
- SOUND TRANSIT DOWNTOWN EASEMENT AREA
- SOUND TRANSIT NORTH CORRIDOR EASEMENT AREA
- EXISTING KING COUNTY WW FACILITIES
- KING COUNTY UTILITY EASEMENT
- SAMMAMISH RIVER



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| Item No. | Description  | Quantity | Unit | Material   | Location         | Contract No. | Contract Date | Contract Value |
|----------|--|----------|------|------------|------------------|--------------|---------------|----------------|
| 1        | ELECTRIC WIRE LINE NEAR MP. 36                                       | 171      | LINE | WA-BROMART | SNOMONISH COUNTY | 171/1981     | MP. 36.00     |                |
| 2        | 18 INCH DRAIN WATER PIPELINE, SB. 1914.53,                           | 671      | LINE | WA-BROMART | SNOMONISH COUNTY | 671/1979     | MP. 36.00     | \$5.00         |
| 3        | 2 INCH WATER PIPELINE, SNOMONISH COUNTY, CANCEL'S IMPROV.            | 671      | LINE | WA-BROMART | SNOMONISH COUNTY | 671/1974     |               |                |
| 4        | 2 INCH WATER PIPELINE, SNOMONISH COUNTY, CANCEL'S CONTRACT NO. 64192 | 122      | LINE | WA-BROMART | SNOMONISH COUNTY | 122/1989     |               |                |
| 5        | ELECTRIC WIRE LINE NEAR MP. 37,                                      | 127      | LINE | WA-BROMART | SNOMONISH COUNTY | 127/1981     |               |                |
| 6        | 1 INCH WATER PIPELINE NEAR MP. 37,                                   | 82       | LINE | WA-BROMART | SNOMONISH COUNTY | 82/1982      |               |                |
| 7        | 2 INCH WATER PIPELINE NEAR MP. 38,                                   | 271      | LINE | WA-BROMART | SNOMONISH COUNTY | 271/1984     |               |                |
| 8        | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 9        | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 10       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 11       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 12       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 13       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 14       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 15       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 16       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 17       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 18       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 19       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 20       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 21       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 22       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 23       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 24       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 25       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 26       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 27       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 28       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 29       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 30       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 31       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 32       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 33       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 34       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 35       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 36       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 37       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 38       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 39       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 40       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 41       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 42       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 43       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 44       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 45       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 46       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 47       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 48       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
| 49       | HOUCK BERNARD  |          |      |            |                  |              |               |                |
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| Type | Case No.    | Company                                     | Description  | City         | Date       | Location                         |  |  |  |
|------|-------------|---|--|--------------|------------|----------------------------------|--|--|--|
| PRPW | PX-00016111 | VIACOM CABLEVISION INC                      | UGO TELEVISION WIRE LINE INSIDE A 2 INCH CASING, SS. 1000-70, SNOHOMSH COUNTY  | WA-CATHCART  | 07/1/1997  | LS. 0400, MP. 22.84              |  |  |  |
| PRPL | PX-00016053 | WASHINGTON NATURAL GAS CO.                  | FOUR INCH UNDERGROUND NATURAL GAS PIPELINE CROSSING, SS. 1000-30, SNOHOMSH COUNTY  | WA-CATHCART  | 3/12/1998  | LS. 0400, MP. 22.84              |  |  |  |
| GVHB | NP-00018502 | WASHINGTON, STATE OF                        | RAILWAY CHANGES INVOLVING REPLACEMENT OF BRIDGES 8.48 AND 10 TO CARRY TRACKS OVER INTERSTATE HWY. 90 AND HENRY BROOK ROAD; | WA-FACTORIA  | 07/12/1997 | MP. 0.75, MP. 10.18              |  |  |  |
| PRPW | PX-01016234 | QTE NORTHWEST INC                           | TELEPHONE CABLE, SURVEY STATION 104+04, MP. 2.48, LINE SEGMENT 0404  | WA-HOLLYWOOD | 12/27/1997 |                                  |  |  |  |
| PRPC | NP-70748    | MACBRIDE, PHILIP D.                         | 3 PRIVATE CROSSINGS  | WA-HOLLYWOOD | 7/20/1948  |                                  |  |  |  |
| PRPL | NP-73328    | MACBRIDE, PHILIP D.                         | DRAIN PIPELINE, LS. 404, MP. 2.29  | WA-HOLLYWOOD | 8/1/1997   |                                  |  |  |  |
| PRPL | NP-74823    | MACBRIDE, PHILIP D.                         | 10 INCH TILE DRAIN PIPELINE, LS. 404, MP. 2.18   | WA-HOLLYWOOD | 4/18/1998  |                                  |  |  |  |
| GVXB | NP-00021203 | WASHINGTON, STATE OF, DEPT. OF STATE HWYS.  | INSTALL APUS AT PRIMARY STATE HWY. NO. 2 GRADE CROSSING, SNOQUALMIE BRANCH   | WA-HOLLYWOOD | 3/28/1998  | MP. 1.88                         |  |  |  |
| PRPC | BF-00008720 | BURTENSHAW, DEVERE JERRY & ANGELINA D.      | 18 FOOT PLANK PRIVATE ROAD CROSSING, LS. 408, MP. 29.48; CANCELS NP LD 482088;   | WA-MALBY     | 4/22/1997  |                                  |  |  |  |
| PMLO | LC-00000029 | CLEARVIEW ESTATES ROAD MAINTENANCE ASSN.    | ACCESS TO LOTS FOR ROAD, WATER & POWER, CANCELS LCM48881 & LCM47118  | WA-MALBY     | 5/1/1998   | LS. 0400                         |  |  |  |
| PRPL | LC-00224571 | CROSS VALLEY WATER ASSN. INC.               | 8 INCH WATER PIPELINE, SS. 1488-80, SNOHOMSH COUNTY  | WA-MALBY     | 3/1/1997   | LS. 0400, MP. 29.09              |  |  |  |
| PRPL | NP-00008039 | CROSS VALLEY WATER ASSN. INC.               | TWO 6 INCH WATER PIPELINES, SS. 1055-00, & SS. 1049-40.80; SNOHOMSH COUNTY   | WA-MALBY     | 04/1/1998  | LS. 0400, MP. 22.54, & MP. 22.59 |  |  |  |
| PRPL | PX-00018014 | CROSS VALLEY WATER ASSN. INC.               | 18 INCH WATER PIPELINE SS. 1057-00, SNOHOMSH COUNTY  | WA-MALBY     | 3/1/1998   | LS. 0400, MP. 20.04              |  |  |  |
| PRPL | BF-00000846 | CROSS VALLEY WATER DISTRICT                 | 12 INCH SEWAGE PIPELINE CROSSING, SNOHOMSH COUNTY  | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 29.15              |  |  |  |
| PRPL | BF-00000848 | CROSS VALLEY WATER DISTRICT                 | 12 INCH WATER PIPELINE, SNOHOMSH COUNTY  | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 29.29              |  |  |  |
| PRPL | BF-00000848 | CROSS VALLEY WATER DISTRICT                 | 12 INCH SEWAGE WATER PIPELINE, SNOHOMSH COUNTY   | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 29.39              |  |  |  |
| PRPL | BF-00000849 | CROSS VALLEY WATER DISTRICT                 | 12 INCH SEWAGE PIPELINE, SNOHOMSH COUNTY   | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 29.59              |  |  |  |
| PRPL | BF-00000850 | CROSS VALLEY WATER DISTRICT                 | 8 INCH SEWAGE PIPELINE, SNOHOMSH COUNTY  | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 27.88              |  |  |  |
| PRPL | BF-00000851 | CROSS VALLEY WATER DISTRICT                 | 12 INCH WATER PIPELINE, SNOHOMSH COUNTY  | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 28.13              |  |  |  |
| PRPL | BF-00000852 | CROSS VALLEY WATER DISTRICT                 | 12 INCH WATER PIPELINE, SNOHOMSH COUNTY  | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 28.45              |  |  |  |
| PRPL | BF-00000853 | CROSS VALLEY WATER DISTRICT                 | 12 INCH SEWAGE PIPELINE, SNOHOMSH COUNTY   | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 28.51              |  |  |  |
| PRPL | BF-00001082 | CROSS VALLEY WATER DISTRICT                 | 12 INCH SEWER PIPELINE, LS. 403, MP. 29.89 TO MP. 29.72;   | WA-MALBY     | 4/1/1997   | LS. 0400, MP. 29.89 TO MP. 29.72 |  |  |  |
| PRPL | BF-00001834 | CROSS VALLEY WATER DISTRICT                 | 8 INCH WATER PIPELINE, SNOHOMSH COUNTY   | WA-MALBY     | 07/23/1997 | LS. 0400, MP. 29.89              |  |  |  |
| PRPW | LC-00201194 | GENERAL TELEPHONE CO. OF THE NORTHWEST INC. | UGO TELEPHONE CABLE, SS. 01-14, SNOHOMSH COUNTY  | WA-MALBY     | 07/12/1970 | LS. 0400, MP. 21.04              |  |  |  |

| Typ  | Contract No. | Contractor  | Description   | Agency    | Start Date | End Date | MP                               | Other |
|------|--------------|---|---|-----------|------------|----------|----------------------------------|-------|
| PRPW | LC-00202988  | GENERAL TELEPHONE CO. OF THE NORTHWEST INC.               | 1 POLE ON RIGHT OF WAY, SS. 1599+00, SNOHOMISH COUNTY   | WA-MALTYB | 3/16/1971  |          | LS. 0403                         |       |
| PRPW | NP-00081392  | GENERAL TELEPHONE CO. OF THE NORTHWEST INC.               | OHG TELEPHONE WIRE LINE NEAR MP. 31, SNOHOMISH COUNTY   | WA-MALTYB | 4/15/1968  |          | LS. 0403                         |       |
| PRPW | NP-00100373  | GENERAL TELEPHONE CO. OF THE NORTHWEST INC.               | UGD TELEPHONE CABLE NEAR MP. 32, SNOHOMISH COUNTY   | WA-MALTYB | 9/15/1968  |          | LS. 0403                         |       |
| PRPW | BF-00009889  | GTE NORTHWEST INC.  | UGD TELEPHONE CABLE, SNOHOMISH COUNTY   | WA-MALTYB | 7/30/1999  |          | LS. 0403, MP. 28.81              |       |
| PRPW | NP-00094586  | GTE NORTHWEST INC.  | UGD TELEPHONE CABLE AT SS. 1488+87 & SS. 1520+87, SNOHOMISH COUNTY  | WA-MALTYB | 8/7/1984   |          | LS. 0403, MP. 29.48              |       |
| PRPW | PX-80018006  | GTE NORTHWEST INC.  | TELEPHONE CABLE INSIDE A 12 INCH CASING, SS. 1881+41, SNOHOMISH COUNTY  | WA-MALTYB | 12/1990    |          | LS. 0403, MP. 32.50              |       |
| IDIT | BF-00036886  | INDUSTRIAL FINISHINGS, LLD DBA CALVERT INDUSTRIES         | BNSF OWNS & MAINTAINS POINT OF SWITCH TO RIGHT OF WAY OF TRACK NO. 1; INDUSTRY OWNS & MAINTAINS 887 FEET OF TRACK NO. 1; RIGHT OF WAY TO END OF TRACK; 800 FEET OF TRACK NO. 2 POINT OF SWITCH TO END OF TRACK; | WA-MALTYB | 2/11/2005  |          | LS. 0403, MP. 29.72              |       |
| PMLO | LC-00287176  | KUKUK, KENNETH  | 30 FOOT ROADWAY, SS. 80+29 TO SS. 83+29, SNOHOMISH COUNTY   | WA-MALTYB | 9/1/1984   |          | LS. 0403, MP. 32.49 TO MP. 32.54 |       |
| GVCN | NP-00091876  | MARSHLAND FLOOD CONTROL DISTRICT OF SNOHOMISH COUNTY      | MAINTAIN LEVEES, ETC., & INCIDENTAL WORK ALONG SUMAS BRANCH   | WA-MALTYB | 10/1/1988  |          | LS. 0403                         |       |
| IDIT | BN-00005090  | MAUK LUMBER PRODUCTS, INC.                                | CMMO SPUR TRACK, RR TO MAINTAIN INDUSTRY OWNED TRACK AT INDUSTRY EXPENSE;   | WA-MALTYB | 2/5/1978   |          | LS. 0403                         |       |
| PRPL | NP-00081338  | NORTHWEST PIPELINE CORP.                                  | 8 INCH NATURAL GAS PIPELINE, SS. 105+82, SNOHOMISH COUNTY   | WA-MALTYB | 7/26/1959  |          | LS. 0403, MP. 32.83              |       |
| PRPL | BF-00036318  | PBM PROPERTIES, LLC                                       | 28 INCH STORM WATER PIPELINE, SNOHOMISH COUNTY  | WA-MALTYB | 5/24/2005  |          | LS. 403, MP. 28.98               |       |
| PRPW | NP-00048911  | PUGET SOUND POWER & LIGHT CO.; SNOHOMISH COUNTY PUD NO. 1 | OHG ELECTRIC WIRE LINE, SS. 1457+12 TO SS. 1457+03, SNOHOMISH COUNTY  | WA-MALTYB | 8/16/1931  |          | LS. 0403, MP. 28.27              |       |
| PRPW | NP-00061948  | PUGET SOUND POWER & LIGHT CO.; SNOHOMISH COUNTY PUD NO. 1 | OHG ELECTRIC WIRE LINE NEAR MP. 31, SNOHOMISH COUNTY  | WA-MALTYB | 1/5/1934   |          | LS. 0403                         |       |
| PRPW | NP-00062542  | PUGET SOUND POWER & LIGHT CO.; SNOHOMISH COUNTY PUD NO. 1 | OHG ELECTRIC WIRE LINE NEAR MP. 29, SNOHOMISH COUNTY  | WA-MALTYB | 7/5/1934   |          | LS. 0403, MP. 28.15              |       |
| PRPW | NP-00084134  | PUGET SOUND POWER & LIGHT CO.; SNOHOMISH COUNTY PUD NO. 1 | OHG ELECTRIC WIRE LINE NEAR MP. 32, SNOHOMISH COUNTY  | WA-MALTYB | 12/1/1944  |          | LS. 0403, MP. 32.34              |       |
| PRPW | LC-00227885  | SNOHOMISH COUNTY PUD NO. 1                                | OHG POWER CABLE, SS. 1588+57; SNOHOMISH COUNTY; CANCELLED MP#7225;  | WA-MALTYB | 2/1/1978   |          |                                  |       |
| PRPW | NP-00076780  | SNOHOMISH COUNTY PUD NO. 1                                | OHG ELECTRIC WIRE LINE NEAR MP. 31, SNOHOMISH COUNTY  | WA-MALTYB | 10/1/1963  |          | LS. 0403                         |       |
| PRPW | NP-00083858  | SNOHOMISH COUNTY PUD NO. 1                                | OHG ELECTRIC WIRE LINE NEAR MP. 28, SNOHOMISH COUNTY  | WA-MALTYB | 12/2/1957  |          | LS. 0403                         |       |
| PRPW | PX-89018008  | SNOHOMISH COUNTY PUD NO. 1                                | POWER CABLE CROSSING, SS. 80+29 TO SS. 83+29, SNOHOMISH COUNTY;   | WA-MALTYB | 1/15/1989  |          | LS. 0403, MP. 32.49 TO 32.54     | PNF   |
| PRPW | PX-89018281  | SNOHOMISH COUNTY PUD NO. 1                                | OHG ELECTRIC WIRE LINE, SNOHOMISH COUNTY  | WA-MALTYB |            |          | LS. 0403, MP. 27.95              |       |

| Type | Contract No. | Contractor  | Description   | Location    | Start Date | End Date | MP                               | Other   |
|------|--------------|---|---|-------------|------------|----------|----------------------------------|---------|
| PRFW | PX-08020386  | SNOHOMISH COUNTY PUD NO. 1  | OHIO ELECTRIC WIRE LINE NEAR SR-322; SNOHOMISH COUNTY   | WA-MALTBY   | 4/29/1999  |          | LS. 0408, MP. 29.50              |         |
| PMLO | NP-00027661  | SNOHOMISH, COUNTY OF  | EASEMENT FOR PUBLIC ROADWAY PURPOSES INSTALL APLIBGATES AT 9161 AVENUE GRADE CROSSING; SNOHOMISH COUNTY;          | WA-MALTBY   | 5/22/1914  |          | LS. 0408, MP. 30.31              | 091814T |
| GVXS | BF-00011784  | SNOHOMISH, COUNTY OF  | INSTALL AUTOMATIC FLASHING LIGHT SIGNALS AT 180TH STREET SE; SS. 1883+88; SNOHOMISH COUNTY                        | WA-MALTBY   | 11/7/1999  |          | LS. 0408, MP. 32.54              | 091818G |
| GVXS | BN-00032132  | SNOHOMISH, COUNTY OF  | PRIVATE CROSSING NEAR MP. 30, SS. 1822+08.8, SNOHOMISH COUNTY   | WA-MALTBY   | 1/22/1952  |          | LS. 0408                         |         |
| PRPC | NP-00086093  | TSCHEPNIKH, ANTON   | 3 INCH NATURAL GAS PIPELINE AT 312TH STREET & MALTBY ROAD, SS. 1881+15, SNOHOMISH COUNTY                          | WA-MALTBY   | 11/1/1974  |          | LS. 0408, MP. 30.08              |         |
| PRFL | LC-00218018  | WASHINGTON NATURAL GAS CO.  | 4 INCH NATURAL GAS PIPELINE, SS. 1587+04, SNOHOMISH COUNTY  | WA-MALTBY   | 11/1/1977  |          | LS. 0408, MP. 30.91              |         |
| PRFL | LC-00225770  | WASHINGTON NATURAL GAS CO.  | LOADING DOCKS & STORAGE OF STEEL  | WA-MALTBY   | 12/16/1984 |          | LS. 0408                         |         |
| PMLO | LC-00247618  | WASHINGTON STEEL INDUSTRIES INC   | NON-ENVIRONMENTAL SOIL & BORING TESTING;  | WA-MALTBY   | 6/28/2008  |          | LS. 0408, MP. 30.04 TO MP. 30.28 |         |
| PRGN | BF-00022168  | WASHINGTON, STATE OF  | PAVING ALONG SR-894 AT SR-822 IN THE VICINITY OF MALTBY ROAD; KING COUNTY;  | WA-MALTBY   | 3/16/1998  |          | LS. 0408, MP. 30.04              | 091814T |
| GVXS | BN-00040422  | WASHINGTON, STATE OF  | LEASE OF PREMISES FOR SIGNBOARD   | WA-MALTBY   | 2/20/1976  |          | LS. 0408                         |         |
| PMLO | LC-00800278  | WEST COAST TELEPHONE CO. NKA GENERAL TELEPHONE CO. OF THE NORTHWEST, INC. | OHIO TELEPHONE WIRE LINE NEAR MP. 29; SNOHOMISH COUNTY  | WA-MALTBY   | 12/1/1955  |          | LS. 0408, MP. 29.45              |         |
| PRPC | LC-00217404  | QUENDALL TERMINALS  | REMOVE EXISTING CROSSING & INSTALL TWO NEW 28 FOOT PRIVATE CROSSINGS NEAR SE 80TH STREET, SS. 943+85, KING COUNTY | WA-QUENDALL | 5/1/1975   |          | MP. 6.22                         |         |
| PMLO | NP-00083163  | BARRETT DONALD W  |   | WA-REDMOND  |            |          | LS. 404                          | PRF     |
| PMLO | NP-00084485  | BARRETT MRS MARY H  |   | WA-REDMOND  |            |          | LS. 404                          | PRF     |
| PMLO | LC-00246439  | BROUGHTON DAN E   | BEAUTIFICATION & CULTIVATION  | WA-REDMOND  | 4/12/1988  |          | LS. 404                          | PRF     |
| PRPC | LC-00213282  | CEDAR KING LUMBER CO., INC.   | ASPHALT ROAD CROSSING, SS. 286+83, KING COUNTY  | WA-REDMOND  | 2/1/1974   |          | MP. 5.43                         | PRF     |
| PMLO | BF-00038898  | CLEVELAND STREET DEVELOPMENT LLC  | LEASE OF LAND FOR CONSTRUCTION OF A TEMPORARY FOUNDATION LAYBACK; KING COUNTY                                     | WA-REDMOND  | 9/1/2009   |          | LS. 404, MP. 6.59                |         |
| PRPW | BF-00042143  | COMCAST   | UGD CATV WIRE LINE, KING COUNTY   | WA-REDMOND  | 10/2/2009  |          | LS. 404, MP. 6.57                |         |
| PRFL | PX-91018217  | CONTINENTAL, INC.   | 17.7 INCH DUCTILE IRON PIPELINE, SS. 381+43, KING COUNTY  | WA-REDMOND  | 11/1/1997  |          | LS. 0404, MP. 4.58;              |         |
| PMLO | LC-00848674  | COURRIER, ROBERT G.   | BEAUTIFICATION NEAR MP. 7; KING COUNTY  | WA-REDMOND  | 4/1/1992   |          | LS. 404                          |         |
| PMLO | LC-00843848  | EVANS VIRGINIA G  | ROADWAY   | WA-REDMOND  | 4/1/1992   |          | LS. 404                          |         |
| PRPC | BF-00008290  | FAIRWAYS NORTHWEST  | 20 FOOT PLANK TEMPORARY PRIVATE CROSSING, KING COUNTY   | WA-REDMOND  | 9/11/1989  |          | LS. 404, MP. 4.21                |         |
| PRPC | BF-00008291  | FAIRWAYS NORTHWEST  | 28 FOOT CONCRETE PRIVATE CROSSING, KING COUNTY  | WA-REDMOND  | 9/11/1989  |          | LS. 404, MP. 4.70                |         |

| Type | Permit No.  | Applicant   | Description  | County     | Effective Date | Location                                       | Notes                     |
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| PRPC | BF-00017781 | FAIRWAYS NORTHWEST  | 3 GRADE CROSSING CLOSURES RELEASE AGMT.  | WA-REDMOND | 10/23/2009     | LS. 404, MP. 4.00, MP. 4.40, MP. 4.88          | 001802D, 001904B, 001906F |
| PMLO | BF-00015118 | FAIRWAYS NW II, INC.  | MAINTAINING TREES, SHRUBS & ASSOC. IRRIGATION SYSTEM   | WA-REDMOND | 8/1/2009       | LS. 404  |                           |
| PRPL | LC-00210280 | FS LANG MANUFACTURING CO.   | 8 INCH SANITARY SEWER PIPELINE, KING COUNTY, SS. 288+38.8;   | WA-REDMOND | 5/1/1979       | LS. 404  | FNF                       |
| PMLO | LC-00241188 | GAUDY OLIVER M  | DRAINAGE CULVERTS  | WA-REDMOND | 6/16/1982      | LS. 404  | FNF                       |
| PRPW | NP-00088222 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.                                | LONGITUDINAL TELEPHONE WIRE LINE, MP. 7; CANCELS NP30513   | WA-REDMOND | 5/1/1948       | LS. 0404                                       | FNF                       |
| PRPW | LC-00201972 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.                                | UGD TELEPHONE CABLE WIRELINE, SS. 358+88 TO SS. 381+75; KING COUNTY  | WA-REDMOND | 9/1/1979       | LS. 404  | FNF                       |
| PRPW | LC-00214474 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.                                | UGD TELEPHONE WIRE LINE, SS. 394+74, KING COUNTY   | WA-REDMOND | 7/1/1979       | MP. 5.58                                       | FNF                       |
| PRPW | LC-00232220 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.                                | UGD TELEPHONE WIRE LINE, SS. 388+84, KING COUNTY   | WA-REDMOND | 8/1/1979       | MP. 5.88                                       | FNF                       |
| PRPW | LC-00232249 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.                                | OHG TELEPHONE WIRE LINE, SS. 178+50, KING COUNTY   | WA-REDMOND | 8/16/1979      | MP. 3.58                                       | FNF                       |
| PRPW | LC-00233557 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.                                | UGD TELEPHONE WIRE LINE, SS. 382+18, KING COUNTY   | WA-REDMOND | 1/16/1980      | MP. 5.53                                       |                           |
| PRPW | LC-00200279 | GENERAL TELEPHONE COMPANY OF THE NO   | WIRE KING  | WA-REDMOND | 6/16/1970      | LS. 404  | FNF                       |
| PRPW | LC-00208082 | GENERAL TELEPHONE COMPANY OF THE NO   | WIRE KING MP 7-1815  | WA-REDMOND | 3/1/1972       | LS. 404  | FNF                       |
| PRPW | LC-00218009 | GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.                            | 2 UGD TELEPHONE CABLES, SS. 388+70, KING COUNTY, CANCELS NP99108   | WA-REDMOND | 10/16/1979     | MP. 5.43                                       | FNF                       |
| PRPC | LC-00237030 | GEOFF HOBBS HOLDINGS, INC.; 85 ACRES REDMOND WASHINGTON GENERAL PARTNERSHIP | 4 PRIVATE ROAD CROSSINGS, KING COUNTY, CANCELS NP 872265   | WA-REDMOND | 11/1/1988      | MP. 4+3828, MP. 4+3135, MP. 4+2771, MP. 4+2241 | FNF                       |
| PRPW | PX-87018009 | GTE NORTHWEST   | UGD TELEPHONE WIRE LINE, SS. 292+82, KING COUNTY   | WA-REDMOND | 5/15/1987      | MP. 5.55                                       |                           |
| PRPW | PX-87018188 | GTE NORTHWEST   | UGD TELEPHONE CABLE CROSSING, SS. 277+71, KING COUNTY  | WA-REDMOND | 11/16/1987     | MP. 5.28                                       |                           |
| PRPW | PX-84020127 | GTE NORTHWEST, INC.   | 4 INCH PVC TELEPHONE WIRE LINE, KING COUNTY  | WA-REDMOND | 8/6/1984       | LS. 0404, MP. 4.88                             |                           |
| PRPW | PX-84021181 | GTE NORTHWEST, INC.   | 218 FOOT UGD LONGITUDINAL POWER CABLE, KING COUNTY   | WA-REDMOND | 9/27/1984      | LS. 0404, MP. 6.82 TO 6.96; LS. 404, MP. 7.18  |                           |
| PRPL | PX-85021184 | GTE NORTHWEST, INC.   | UGD FIBER OPTIC PIPELINE, KING COUNTY  | WA-REDMOND | 10/16/1988     | 7.18   |                           |
| PRPC | NP-00080450 | HAGEN, EH   | NON-EXECUTED PRIVATE CROSSING, PARTY REFUSED TO SIGN, MP. 8+1198;  | WA-REDMOND | 10/16/1988     | LS. 404  | FNF                       |
| PRPC | CX-88022870 | HALVORSON, E. KENT  | PRIVATE ROAD CROSSING, KING COUNTY   | WA-REDMOND | 10/31/1989     | LS. 404, MP. 4.85                              |                           |
| PRPL | PX-88020082 | HALVORSON, KENT & SUSAN   | 12 INCH STORM WATER PIPELINE, KING COUNTY  | WA-REDMOND | 1/30/1989      | LS. 404, MP. 5                                 |                           |
| PRPC | NP-00088552 | HARPUR, EUGENE A. & KATHERINE   | PRIVATE CROSSING, ES. 422+32, PROPERTY SOLD TO JOHN O. HANSEN, NO TRANSFER OF PERMIT EXECUTED; CANCELS NP76830 | WA-REDMOND | 1/1/1988       | LS. 0404, MP. 8.78                             |                           |
| PRPL | LC-00227042 | HUGHES WILLIAM F  | WATER PIPELINE MP 10+822   | WA-REDMOND | 11/16/1977     | LS. 404  | FNF                       |

| Type | Spinning No. | Project Name                                | Description  | County     | Start Date | End Date | MP                         | LB | Value      | Notes |
|------|--------------|---|--|------------|------------|----------|----------------------------|----|------------|-------|
| PRPC | LC-00224186  | JE WORK, INC.                               | PRIVATE ROAD CROSSING, SS. 308+21, KING COUNTY   | WA-REDMOND | 1/1/1977   |          | MP. 5.78                   |    |            | FNF   |
| PRPL | LC-00222803  | KING COUNTY WATER DISTRICT NO. 81           | 12 INCH WATER PIPELINE, SS. 186+00, KING COUNTY  | WA-REDMOND | 6/1/1978   |          | LB. 0404, MP. 21.11        |    |            | FNF   |
| PRPL | LC-00222874  | KING COUNTY WATER DISTRICT NO. 81           | 12 INCH WATER PIPELINE, SS. 304+25, KING COUNTY  | WA-REDMOND | 10/18/1978 |          | LB. 0404, MP. 5.80         |    |            | FNF   |
| PRPL | NP-00094804  | KING COUNTY WATER DISTRICT NO. 81           | 8 INCH WATER PIPELINE, SS. 288+28, KING COUNTY   | WA-REDMOND | 8/18/1980  |          | LB. 0404, MP. 5.65         |    |            | FNF   |
| PRPL | NP-00096160  | KING COUNTY WATER DISTRICT NO. 81           | 8 INCH WATER PIPELINE, SS. 281+77, KING COUNTY   | WA-REDMOND | 10/30/1980 |          | LB. 0404, MP. 5.65         |    |            | FNF   |
| GVXB | BF-00005892  | KING, COUNTY OF                             | INSTALL APLM/GATES & NEW CONCRETE CROSSING AT NE 134TH STREET; CANCEL S MP 817885; KING COUNTY | WA-REDMOND | 5/23/1988  |          | LB. 404, MP. 3.39          |    | 0018881    |       |
| GVXB | NP-00026357  | KING, COUNTY OF                             | GRANT ROW EASEMENT TO OAM PUBLIC ROADWAY   | WA-REDMOND | 1/7/1918   |          | MP. 5                      |    |            |       |
| PMLO | LC-00248111  | LAKE SAMMAMISH PRESERVATION GROUP           | PARKING  | WA-REDMOND | 4/1/1988   |          | LB. 404                    |    |            | FNF   |
| PRPC | BF-18388     | LAKE WASHINGTON YOUTH SOCCER ASSN.          | GRADE CROSSING CLOSURE RELEASE   | WA-REDMOND | 8/12/2008  |          | MP. 3.8, LB. 404           |    |            |       |
| PMLO | LC-00800648  | LAKE WASHINGTON YOUTH SOCCER ASSN.          | PARKING, DRIVEWAY, PORTIONS OF BARN & PORTIONS OF SOCCER FIELDS; CANCEL S MP 888480            | WA-REDMOND | 8/1/1988   |          | LB. 404                    |    | \$5,246.08 |       |
| PRPW | BF-00017827  | LEVEL 3 COMMUNICATIONS, LLC.                | USD CONDUIT CONTAINING 6 PVC PIPES, LB. 404, MP. 5.82  | WA-REDMOND | 2/19/2001  |          | LB. 404                    |    |            |       |
| PRPC | NP-068111    | MACBRIDE, PHILIP D.                         | 12 FOOT PRIVATE CROSSING, MP. 3, LB. 404   | WA-REDMOND | 4/18/1947  |          | LB. 404                    |    |            |       |
| PRPL | PX-88020207  | MFS NETWORK TECHNOLOGIES, INC.              | USD FIBER OPTIC CABLE CROSSING, KING COUNTY LB. 0404, MP. 8.78                                 | WA-REDMOND | 11/17/1988 |          | LB. 0404, MP. 8.78         |    |            |       |
| PRPL | LC-00806642  | MUNICIPALITY OF METROPOLITAN SEATTLE        | 48 INCH RCP SEWER PIPELINE, KING COUNTY; SS. 289+18.2  | WA-REDMOND | 1/1/1973   |          | MP. 8.21                   |    |            |       |
| PMLO | LC-00848704  | NORQUIST B W & TRUDI                        | NON-EXCLUSIVE ROADWAY & PARKING AREA   | WA-REDMOND | 8/2/1988   |          | LB. 404                    |    |            | FNF   |
| PMLO | NP-00082809  | NORQUIST FEED MILLS, INC.; T-D FEED, INC.   | CONVEYOR FOR UNLOADING GRAIN, KING COUNTY  | WA-REDMOND | 7/27/1944  |          | LB. 404                    |    |            | FNF   |
| PMLO | LC-800884    | OLSON, LEROY L. DBA CLEVELAND STREET SQUARE | INDISPITE TERM LEASE, PARKING PURPOSES   | WA-REDMOND | 5/1/1988   |          | LB. 404                    |    |            |       |
| PRPL | PX-88020044  | OVERLAKE CHRISTIAN CHURCH                   | 18.5 INCH STORM WATER PIPELINE, KING COUNTY  | WA-REDMOND | 2/28/1988  |          | LB. 404, MP. 4.85          |    |            |       |
| PRGN | RW-88020140  | OVERLAKE CHRISTIAN CHURCH                   | WIDENING OF ROAD, KING COUNTY  | WA-REDMOND | 7/18/1988  |          | LB. 404, MP. 5.23          |    |            |       |
| PRPW | BF-00010224  | PACIFIC FIBER LINK, LLC.                    | USD FIBER OPTIC COMMUNICATION CABLE CROSSING; LB. 404, MP. 8.82                                | WA-REDMOND | 5/20/1988  |          | LB. 404                    |    |            |       |
| PMLO | LC-00848707  | PROBST R CO                                 | NON-EXCLUSIVE ROADWAY & UTILITY  | WA-REDMOND | 10/1/1988  |          | LB. 404                    |    |            | FNF   |
| PRPW | PX-84021139  | FUGET POWER                                 | 218 FOOT USD LONGITUDINAL POWER CABLE INSIDE A 4 INCH CONDUIT, KING COUNTY                     | WA-REDMOND | 8/27/1988  |          | LB. 0404, MP. 8.82 TO 8.82 |    |            |       |
| PRPW | PX-84022826  | FUGET POWER                                 | POWER CABLE  | WA-REDMOND | 8/27/1988  |          | LB. 404                    |    |            | FNF   |
| PRPW | BF-00007846  | FUGET SOUND ENERGY, INC.                    | 3 CHD LONGITUDINAL ELECTRIC SUPPLY LINES, LB. 404, MP. 5.88 TO MP. 6.82                        | WA-REDMOND | 8/10/1988  |          | LB. 404                    |    |            |       |

| Type | Contract    | Description                       | Location   | Start Date | End Date   | MP                           | LB | MP | LB | MP | LB  |
|------|-------------|-----------------------------------|--|------------|------------|------------------------------|----|----|----|----|-----|
|      |             |                                   |  |            |            |                              |    |    |    |    |     |
| PRPW | BF-0007776  | PUGET SOUND ENERGY, INC.          | 12 UGD LONGITUDINAL ELECTRIC SUPPLY CABLES & 8 JUNCTION, PULLING & TRANSFORMER VAULTS, LS. 404, MP. 5.27 TO MP. 5.52 | WA-REDMOND | 8/10/1996  | LS. 404                      |    |    |    |    |     |
| PRPW | BF-0000842  | PUGET SOUND ENERGY, INC.          | 3 UGD ELECTRIC SUPPLY CABLES CROSSING, LS. 404, MP. 5.44   | WA-REDMOND | 4/2/1996   | LS. 404                      |    |    |    |    |     |
| PRGN | BF-00011708 | PUGET SOUND ENERGY, INC.          | UGD ELECTRIC SUPPLY CABLES WITH 3 VAULTS, LS. 404, MP. 5.59  | WA-REDMOND | 10/7/1996  | LS. 404                      |    |    |    |    |     |
| PRPW | LC-00204718 | PUGET SOUND POWER & LIGHT CO.     | OHG ELECTRIC WIRE LINES OVER ROW, SS. 366+78, KING COUNTY  | WA-REDMOND | 8/18/1971  | MP. 61+4021                  |    |    |    |    | FNF |
| PRPW | LC-00204895 | PUGET SOUND POWER & LIGHT CO.     | 2 UGD ELECTRIC WIRE LINES, SS. 385+34, BENEATH BRIDGE NO. 6, KING COUNTY   | WA-REDMOND | 10/1/1971  | MP. 6.16                     |    |    |    |    | FNF |
| PRPW | LC-00208433 | PUGET SOUND POWER & LIGHT CO.     | 3 ANCHORS ON ROW FOR GUY WIRE LINES, SS. 283+30, SS. 289+84, SS. 308+83, KING COUNTY                                 | WA-REDMOND | 9/5/1972   | MP. 5.96, MP. 5.88, MP. 5.85 |    |    |    |    | FNF |
| PRPW | LC-00214475 | PUGET SOUND POWER & LIGHT CO.     | UGD ELECTRIC WIRE LINE, SS. 284+74, KING COUNTY  | WA-REDMOND | 7/1/1974   | LS. 404, MP. 5.58            |    |    |    |    | FNF |
| PRPW | LC-00218503 | PUGET SOUND POWER & LIGHT CO.     | OHG POWER CABLE, SS. 377+89, KING COUNTY   | WA-REDMOND | 8/18/1975  | MP. 7.018                    |    |    |    |    | FNF |
| PRPW | LC-00220241 | PUGET SOUND POWER & LIGHT CO.     | UGD ELECTRIC WIRE LINE, SS. 276+80, KING COUNTY  | WA-REDMOND | 12/1/1978  | MP. 5.28                     |    |    |    |    | FNF |
| PRPW | LC-00237386 | PUGET SOUND POWER & LIGHT CO.     | OHG ELECTRIC WIRE LINE, SS. 366+83, KING COUNTY  | WA-REDMOND | 5/1/1981   | MP. 5.11                     |    |    |    |    | FNF |
| PMLO | LC-00237808 | PUGET SOUND POWER & LIGHT CO.     | ISOLATED STUB, GUY WIRE & ANCHOR, KING COUNTY  | WA-REDMOND | 8/18/1981  | LS. 404                      |    |    |    |    | FNF |
| PRPW | NP-00048405 | PUGET SOUND POWER & LIGHT CO.     | ELECTRIC WIRE LINE, KING COUNTY  | WA-REDMOND | 7/10/1981  | LS. 404, MP. 5.00            |    |    |    |    |     |
| PRPW | NP-00050988 | PUGET SOUND POWER & LIGHT CO.     | CM&O OHG ELECTRIC WIRELINE, MP. 8, KING COUNTY   | WA-REDMOND | 12/18/1982 | LS. 404                      |    |    |    |    |     |
| PRPW | NP-00059088 | PUGET SOUND POWER & LIGHT CO.     | OHG ELECTRIC WIRE LINE, KING COUNTY  | WA-REDMOND | 1/5/1988   | LS. 0404, MP. 2.80           |    |    |    |    | FNF |
| PRPW | NP-00059087 | PUGET SOUND POWER & LIGHT CO.     | OHG ELECTRIC WIRE LINE, KING COUNTY  | WA-REDMOND | 1/5/1988   | LS. 0404, MP. 4.08           |    |    |    |    | FNF |
| PRPW | PX-84020104 | PUGET SOUND POWER & LIGHT CO.     | THREE 18 KV UGD CABLES, KING COUNTY  | WA-REDMOND | 8/9/1984   | LS. 0404, MP. 4.85           |    |    |    |    |     |
| PRPW | PX-85020841 | PUGET SOUND POWER & LIGHT CO.     | UGD WIRE LINE, KING COUNTY   | WA-REDMOND | 8/29/1988  | LS. 404, MP. 8.78            |    |    |    |    |     |
| PRPW | PX-85021022 | PUGET SOUND POWER & LIGHT CO.     | UGD WIRE LINE, KING COUNTY   | WA-REDMOND | 3/1/1996   | LS. 404, MP. 5.01            |    |    |    |    |     |
| PMLO | LC-00818886 | QUADRANT CORP                     | LANDSCAPING & BEAUTIFICATION   | WA-REDMOND | 10/7/1986  | LS. 404                      |    |    |    |    | FNF |
| PRPL | PX-84030008 | QUADRANT CORP.                    | 8.48 INCH SEWAGE PVC CARRIER PIPELINE INSIDE A 12.89 INCH CASING, SS. 285+83, KING COUNTY                            | WA-REDMOND | 1/5/1989   | LS. 0404, MP. 5.03           |    |    |    |    | FNF |
| PMLO | NP-00078788 | RAAB GEORGE W                     |  | WA-REDMOND |            | LS. 404                      |    |    |    |    | FNF |
| PRPC | LC-00221987 | REDGO REDMOND WOOD PRODUCTS, INC. | PRIVATE ROAD CROSSING, SS. 308+81, KING COUNTY, CANCEL & NP88888   | WA-REDMOND | 1/1/1979   | MP. 5.72                     |    |    |    |    | FNF |
| PRPL | LC-00834888 | REDMOND CITY OF                   | 8AN SEWER LINE SS 418+18   | WA-REDMOND | 4/18/1983  | LS. 404                      |    |    |    |    | FNF |
| PMLO | LC-00848871 | REDMOND CITY OF                   | SERVICE ACCESS ROADWAY TO 8TORM DRAIN CROSSING   | WA-REDMOND | 1/1/1988   | LS. 404                      |    |    |    |    | FNF |
| PLPS | 8-00038078  | REDMOND CITY OF                   | 8MT MP 7.882   | WA-REDMOND | 12/8/1978  | LS. 404                      |    |    |    |    |     |
| PLPS | 8-00022150  | REDMOND CITY OF                   | EASEMENT FOR ROADWAY MP5+3942  | WA-REDMOND | 6/8/1974   | LS. 404                      |    |    |    |    |     |
| PLPS | 8-00043442  | REDMOND CITY OF                   | HWY 88MT NE 85TH ST  | WA-REDMOND | 6/8/1978   | LS. 404                      |    |    |    |    |     |

| TYPE | PROJECT NO. | CITY                           | DESCRIPTION  | AGENCY     | START DATE | EST. COST                     | STATUS  | REMARKS |
|------|-------------|--------------------------------|--|------------|------------|-------------------------------|---------|---------|
| PMLO | LC-00900847 | REDMOND LOCKERS & CUSTOM MEATS | COLD STORAGE LOCKER PLANT, CANCELS LC #900816  | WA-REDMOND | 1/18/1991  | LS. 404                       |         |         |
| PRPL | BF-00002094 | REDMOND, CITY OF               | 24 INCH STORM WATER PIPELINE, KING COUNTY  | WA-REDMOND | 3/13/1991  | LS. 404, MP. 4.09             |         |         |
| PRGN | BF-00007172 | REDMOND, CITY OF               | LICENSE FOR STORM DRAINAGE FACILITIES AT NE 90TH STREET & WILLOWS ROAD, KING COUNTY  | WA-REDMOND | 8/10/1991  | LS. 404, MP. 5.42 TO MP. 5.59 |         |         |
| GVXB | BF-00007559 | REDMOND, CITY OF               | PERMIT TO WIDEN & IMPROVE WILLOWS ROAD, BETWEEN NORTHEAST 90TH STREET & NORTHEAST 95TH STREET                                    | WA-REDMOND | 8/27/1991  | LS. 404, MP. 5.59 TO MP. 5.59 |         |         |
| GVXB | BF-00010487 | REDMOND, CITY OF               | INSTALL ADVANCE PRE-EMPTION AT INTERSECTION 95TH STREET NE & WILLOWS ROAD  | WA-REDMOND | 8/18/1991  | LS. 404, MP. 5.59             | 002072F |         |
| PRPL | BF-00011080 | REDMOND, CITY OF               | 18 INCH WATER PIPELINE CROSSING; LS. 404, MP. 4.70   | WA-REDMOND | 3/31/1991  | LS. 404                       |         |         |
| GVXB | BN-00003901 | REDMOND, CITY OF               | PUBLIC ROADWAY CROSSING; AFLS/CANTILEVERS, 170TH AVE. NORTHEAST; KING COUNTY   | WA-REDMOND | 10/18/1972 | MP. 7-802, LS. 404            |         | 101319K |
| GVXB | BN-00008191 | REDMOND, CITY OF               | INSTALL AFLS/CANTILEVER AT N.E. 90TH STREET GRADE CROSSING; KING COUNTY  | WA-REDMOND | 10/4/1972  | MP. 6.55, LS. 404             |         | 001911C |
| GVXB | BN-00008470 | REDMOND, CITY OF               | INSTALL AFLS/CANTILEVERS AT LEARY WAY GRADE CROSSING; KING COUNTY  | WA-REDMOND | 10/27/1972 | MP. 6-8922, LS. 404           |         | 001915E |
| GVXB | BN-00011872 | REDMOND, CITY OF               | CONSTRUCT CROSSING & INSTALL AFLS/CANTILEVERS AT N.E. 95TH STREET; CANCELS CONTRACT BN #10548                                    | WA-REDMOND | 2/5/1991   | LS. 404, MP. 5.55             |         |         |
| GVXB | BN-00028008 | REDMOND, CITY OF               | CONSTRUCT GRADE CROSSING; REMOVE EXISTING GRADE CROSSING; INSTALL AFLS/GATES/CANTILEVERS   | WA-REDMOND | 10/25/1991 | MP. 6.54                      |         | 001911C |
| GVXB | BN-00027787 | REDMOND, CITY OF               | CONSTRUCT RR. BRIDGE, WEST LAKE SALMAGUNDH PARWAY, 85-801, KING COUNTY   | WA-REDMOND | 7/15/1991  | LS. 0404, MP. 8.14            |         |         |
| GVXB | BN-00032289 | REDMOND, CITY OF               | WIDEN & IMPROVE GRADE CROSSING, LEARY WAY NORTH EAST; REMOVE EXISTING CROSSING INSTALL RUBBER CROSSING, RELOCATE AFLS/CANTILEVER | WA-REDMOND | 10/25/1991 | LS. 0404, MP. 8.57            |         | 001915E |
| GVXB | BN-00032824 | REDMOND, CITY OF               | CONSTRUCT R.L. 100TH COURT GRADE CROSSING; INSTALL AFLS/CANTILEVER; KING COUNTY  | WA-REDMOND | 10/22/1991 | LS. 0404, MP. 4.85            |         |         |
| GVXB | BN-00036288 | REDMOND, CITY OF               | CONSTRUCT WILLOWS RUN CROSSING, INSTALL AFLS & GATE; PLACE CONCRETE CROSSING   | WA-REDMOND | 2/5/1991   | LS. 0404, MP. 4.52            |         | 001905Y |
| GVXB | BN-00036889 | REDMOND, CITY OF               | CONSTRUCT 190TH AVENUE NE GRADE CROSSING & INSTALL AFLS/GATES; KING COUNTY   | WA-REDMOND | 3/13/1991  | LS. 0404, MP. 6.9             |         | 101829D |
| GVXB | BN-00036978 | REDMOND, CITY OF               | WIDEN & IMPROVE 170TH AVE. N.E. CROSSING; CONSTRUCT NE 90TH COURT GRADE CROSSING; INSTALL AFLS/GATES; KING COUNTY                | WA-REDMOND | 3/13/1991  | 7.15                          |         | 101318K |
| GVXB | BN-00040111 | REDMOND, CITY OF               | CONSTRUCT NE 90TH COURT GRADE CROSSING; INSTALL AFLS/GATES; KING COUNTY  | WA-REDMOND | 1/23/1991  | LS. 404, MP. 6.91             |         | 101322W |
| PRPL | LC-00208823 | REDMOND, CITY OF               | 18 INCH SANITARY SEWER PIPELINE, S.E. 282-84, KING COUNTY  | WA-REDMOND | 10/19/1972 | LS. 404                       |         |         |

| Type | Contract No. | Contractor   | Description   | Location   | Start Date | End Date | MP         | LB                             | MP | LB  |
|------|--------------|--|---|------------|------------|----------|------------|--------------------------------|----|-----|
| PRPL | LC-00211304  | REDMOND, CITY OF   | 12 INCH SANITARY SEWER PIPELINE, KING COUNTY, SS. 205+27;   | WA-REDMOND | 7/10/1973  |          |            | LS. 404                        |    |     |
| PRPL | LC-00220189  | REDMOND, CITY OF   | 10 INCH WATER PIPELINE & 4 INCH SEWER PIPELINE, SS. 377+66, KING COUNTY                             | WA-REDMOND | 11/1/1976  |          | MP. 7.15   |                                |    | FNF |
| PRPL | LC-00230090  | REDMOND, CITY OF   | 12 INCH WATER PIPELINE & 14 INCH SANITARY SEWER PIPELINE, KING COUNTY                               | WA-REDMOND | 11/19/1978 |          |            | LS. 404                        |    | FNF |
| GVKS | NP-00018486  | REDMOND, CITY OF   | EASEMENT GRANTING PERMISSION FOR HWY PURPOSES; INCLUDING GRADE CROSSING; KING COUNTY;               | WA-REDMOND | 10/28/1994 |          | MP. 5+2942 |                                |    |     |
| PRPW | PX-88016113  | REDMOND, CITY OF   | 2 INCH UGD POWER CABLE, SS. 205+21, KING COUNTY   | WA-REDMOND | 9/19/1998  |          |            | LS. 0404, MP. 3.89             |    |     |
| PRPL | PX-81016215  | REDMOND, CITY OF   | 12 INCH WATER PIPELINE INSIDE A 24 INCH CASING, SS. 351+67, KING COUNTY                             | WA-REDMOND | 11/1/1991  |          |            | LS. 0404, MP. 6.67;            |    |     |
| PRPL | PX-84020584  | REDMOND, CITY OF   | 12.48 INCH WATER PIPELINE, SS. 241+66, KING COUNTY  | WA-REDMOND | 5/8/1994   |          |            | LS. 0404, MP. 4.52             |    |     |
| PRPL | PX-84020585  | REDMOND, CITY OF   | 8.4 INCH PVC SEWER PIPELINE INSIDE A 20 INCH CASING, KING COUNTY, SS. 241+24,                       | WA-REDMOND | 5/8/1994   |          |            | LS. 0404, MP. 8.90             |    |     |
| PRPL | PX-84020586  | REDMOND, CITY OF   | 4.5 INCH NATURAL GAS PIPELINE, KING COUNTY  | WA-REDMOND | 8/19/1994  |          |            | LS. 404, MP. 5.32;             |    |     |
| PRPL | PX-85020121  | REDMOND, CITY OF   | 8.65 INCH UGD SANITARY SEWER PIPELINE INSIDE A 18 INCH CASING, SS. 266+20, KING COUNTY              | WA-REDMOND | 8/13/1998  |          |            | LS. 0404, MP. 5.02;            |    |     |
| PRPL | PX-86020122  | REDMOND, CITY OF   | 12.74 INCH POTABLE WATER PIPELINE, SS. 284+22, KING COUNTY  | WA-REDMOND | 8/13/1998  |          |            | LS. 0404, MP. 5.0;             |    |     |
| PRPL | PX-88020001  | REDMOND, CITY OF   | 13 INCH WATER PIPELINE INSIDE A 20 INCH CASING, KING COUNTY   | WA-REDMOND | 1/4/1999   |          |            | LS. 0404, MP. 8.78;            |    |     |
| PRPL | PX-88020036  | REDMOND, CITY OF   | 13.2 INCH WATER PIPELINE INSIDE A 20 INCH CASING, KING COUNTY                                       | WA-REDMOND | 2/21/1999  |          |            | LS. 0404, MP. 8.90             |    |     |
| PRPL | PX-88021056  | REDMOND, CITY OF   | 17.4 INCH WASTEWATER PIPELINE INSIDE A 31 INCH CASING AT WILLOWS ROAD, SS. 281+43, KING COUNTY      | WA-REDMOND | 4/3/1999   |          |            | LS. 0404, MP. 4.95             |    |     |
| PRGN | RW-88021054  | REDMOND, CITY OF   | ROW FOR 8 FIRE HYDRANTS & LIGHT POLE, KING COUNTY, PARTIAL ASSIGNMENT TO TLCS&D; SEE CONTRACT 87788 | WA-REDMOND | 4/1/1999   |          |            | LS. 0404, MP. 6.65 TO MP. 7.30 |    |     |
| GVHB | BN-00001416  | REDMOND, CITY OF; STATE OF WASHINGTON, DIRECTOR OF HIGHWAYS; | RECONSTRUCTION OF HWY. BRIDGE NO. 6.1, SS. 335+73; HWY. UNDERCROSSING; KING COUNTY                  | WA-REDMOND | 11/19/1997 |          | MP. 8+1915 |                                |    |     |
| PRPL | NP-00083490  | REDMOND, TOWN OF   | 14 INCH SEWER PIPELINE & 8 INCH SEWER PIPELINE, KING COUNTY   | WA-REDMOND | 10/30/1987 |          |            | LS. 404                        |    |     |
| PRPL | PX-88016158  | ROSE HILL WATER DISTRICT                                     | 12 INCH POTABLE WATER PIPELINE INSIDE AN 18 INCH CASING, SS. 290+57, KING COUNTY                    | WA-REDMOND | 7/17/1989  |          |            | LS. 0405, MP. 5.51;            |    |     |
| PRPL | PX-89016154  | ROSE HILL WATER DISTRICT                                     | 12.74 INCH WATER PIPELINE, SS. 195+36, KING COUNTY  | WA-REDMOND | 7/14/1989  |          |            | LS. 405, MP. 20.39             |    |     |
| PRPL | LC-00235185  | SCHLEPP AUGUST W   | BEAUTIFICATION & ROADWAY  | WA-REDMOND | 7/7/1989   |          |            | LS. 404                        |    | FNF |
| PRPL | PX-80016089  | SEATTLE, CITY OF; WATER DEPT.                                | 54 INCH WATER PIPELINE, SS. 259+76, KING COUNTY   | WA-REDMOND | 4/2/1990   |          |            | LS. 404, MP. 5.11              |    |     |
| PRPC | CX-88022635  | SFRS REAL ESTATE CORP.                                       | PRIVATE ROAD CROSSING, SS. 278+69, KING COUNTY, CANCEL LS 8284489                                   | WA-REDMOND | 8/11/1988  |          |            | LS. 0404, MP. 5.17             |    | FNF |
| PRPC | BF-00008808  | SOUTH COVE VENTURES II, LLC.                                 | 40 FOOT PAVED PRIVATE ROAD CROSSING, LS. 404, MP. 5.44;   | WA-REDMOND | 8/9/1998   |          |            |                                |    |     |
| PRPL | BF-00008804  | SOUTH COVE VENTURES II, LLC.                                 | 6 INCH WATER PIPELINE, LS. 404, MP. 5.24;   | WA-REDMOND | 8/9/1998   |          |            |                                |    |     |

| TYPE  | OWNER       | DESCRIPTION  | LOCATION   | DATE       | MP         | STATUS             |
|-------|-------------|--|--|------------|------------|--------------------|
| FMLO  | LC-00241164 | SPALDING OLIVER M  | PAVING & ACCESS AREA   | WA-REDMOND | 07/1/1998  | LS. 404            |
| PRPW  | PX-98021011 | TOWN CENTER ASSOCIATES                                   | USD WIRE LINE INSIDE A 12 INCH CASING AT 188TH AVENUE NORTHEAST, KING COUNTY                               | WA-REDMOND | 20/1099    | LS. 0404, MP. 6.90 |
| PRPW  | PX-98021013 | TOWN CENTER ASSOCIATES                                   | USD WIRE LINE INSIDE A 20 INCH CASING, KING COUNTY   | WA-REDMOND | 21/1/1998  | LS. 0404, MP. 6.75 |
| PRPC  | NP-00078918 | VAN BLYKE, HOWARD W.                                     | PRIVATE ROAD CROSSING, KING COUNTY   | WA-REDMOND | 21/1/1998  | LS. 0404, MP. 6.81 |
| PRPW  | PX-04020088 | VIACOM CABLE   | USD COAXIAL TV CABLE, BS. 307-01, KING COUNTY  | WA-REDMOND | 4/1/1994   | LS. 0404, MP. 6.95 |
| PRPW  | LC-00238801 | VIACOM CABLEVISION, INC.                                 | USD TV CABLE, BS. 278-04, KING COUNTY  | WA-REDMOND | 01/1/1998  | MP. 6.77           |
| PRPW  | LC-00241684 | VIACOM CABLEVISION, INC.                                 | USD FIBER OPTIC COMMUNICATION CABLE, LS. 404, MP. 6.54   | WA-REDMOND | 7/8/1998   | MP. 6.55           |
| PRPW  | BF-00009445 | VISTA CABLE TV (DBA) TCI CABLEVISION OF WASHINGTON, INC. | 4 INCH PVC USD EMPTY CONDUIT, LS. 404, MP. 6.54  | WA-REDMOND | 22/1/1998  | LS. 404            |
| PRGN  | BF-00009826 | VISTA CABLE TV (DBA) TCI CABLEVISION OF WASHINGTON, INC. | 4 INCH PVC USD EMPTY CONDUIT, LS. 404, MP. 6.54  | WA-REDMOND | 22/1/1998  | LS. 404            |
| PRPW  | BF-00012822 | WASHINGTON   | USD FIBER OPTIC TV CABLE, LS. 404, MP. 6.91;   | WA-REDMOND | 01/1/1998  | LS. 404            |
| PRPL  | LC-00206753 | WASHINGTON NATURAL GAS CO.                               | 8 INCH GAS PIPELINE, BS. 334-01, KING COUNTY   | WA-REDMOND | 5/1/1972   | MP. 6.35           |
| PRPL  | LC-00212208 | WASHINGTON NATURAL GAS CO.                               | 8 INCH NATURAL GAS PIPELINE, KING COUNTY; LS. 0404, BS. 222-07   | WA-REDMOND | 11/1/1977  | MP. 6.54           |
| PRPL  | LC-00212262 | WASHINGTON NATURAL GAS CO.                               | 8 INCH NATURAL GAS PIPELINE, BS. 307-04A, KING COUNTY  | WA-REDMOND | 11/1/1977  | MP. 6.57           |
| PRPL  | LC-00229574 | WASHINGTON NATURAL GAS CO.                               | 8 INCH NATURAL GAS PIPELINE, BS. 179-04, KING COUNTY   | WA-REDMOND | 21/1/1979  | MP. 6.39           |
| PRPL  | LC-00229575 | WASHINGTON NATURAL GAS CO.                               | 4 INCH NATURAL GAS PIPELINE, BS. 276-04, KING COUNTY   | WA-REDMOND | 21/1/1979  | MP. 6-1287         |
| PRPL  | NP-00089404 | WASHINGTON NATURAL GAS CO.                               | 8 INCH NATURAL GAS PIPELINE PARALLEL BENEATH BRIDGE NO. 6.1, KING COUNTY                                   | WA-REDMOND | 7/1/1998   | LS. 0404, MP. 6.09 |
| PRPL  | NP-00094498 | WASHINGTON NATURAL GAS CO.                               | 8 INCH NATURAL GAS PIPELINE, BS. 258-70, KING COUNTY   | WA-REDMOND | 07/1/1994  | LS. 0404, MP. 6.85 |
| PRPL  | NP-00095183 | WASHINGTON NATURAL GAS CO.                               | 4 INCH NATURAL GAS PIPELINE, BS. 258-18, KING COUNTY   | WA-REDMOND | 11/1/1993  | LS. 0404, MP. 6.28 |
| PRPL  | NP-00096043 | WASHINGTON NATURAL GAS CO.                               | 2 INCH NATURAL GAS PIPELINE, KING COUNTY   | WA-REDMOND | 12/15/1997 | LS. 404, MP. 6.43  |
| PRPL  | PX-02016183 | WASHINGTON NATURAL GAS CO.                               | 2 INCH GAS PIPELINE INSIDE A 6 INCH CASING, BS. 377-13, KING COUNTY  | WA-REDMOND | 10/1/1998  | LS. 0404, MP. 7.18 |
| PRPL  | PX-98020623 | WASHINGTON NATURAL GAS CO.                               | 4.5 INCH NATURAL GAS PIPELINE INSIDE A 4.5 INCH CASING, KING COUNTY  | WA-REDMOND | 02/1/1998  | LS. 0404, MP. 6.08 |
| PUMPS | S-00000643  | WASHINGTON STATE OF                                      | EQUIPMENT FOR HWY PURPOSES   | WA-REDMOND | 7/1/1977   | LS. 404            |
| PUMPS | S-00003684  | WASHINGTON STATE OF                                      | ROADWAY EQUIPMENT  | WA-REDMOND | 2/1/1977   | LS. 404            |
| PRPW  | NP-00081054 | WEST COAST TELEPHONE CO.                                 | OHG TELEPHONE WIRELINE, KING COUNTY  | WA-REDMOND | 02/1/1998  | LS. 0404, MP. 6    |
| PRPW  | NP-00081958 | WEST COAST TELEPHONE CO.                                 | OHG TELEPHONE WIRELINE, KING COUNTY  | WA-REDMOND | 07/1/1998  | LS. 0404, MP. 6.91 |
| PRPW  | NP-00084412 | WEST COAST TELEPHONE CO.                                 | USD TELEPHONE CABLE, BS. 282-02.1, KING COUNTY   | WA-REDMOND | 4/28/1994  | LS. 0404, MP. 6.39 |
| PRPW  | BF-00012430 | WORLD WIDE FIBER NETWORKS, INC.                          | 8 USD LONGITUDINAL 4 INCH PVC CONDUITS FOR FIBER OPTIC COMMUNICATION CABLES; LS. 404, MP. 6.17 TO MP. 6.95 | WA-REDMOND | 12/1/1999  | LS. 404            |

| Project No.      | Contractor  | Description   | Location       | Start Date | End Date                        | Notes              |
|------------------|---|---|----------------|------------|---------------------------------|--------------------|
| PRPL PX-0020213  | GTE NORTHWEST, INC.   | OVERHEAD TELEPHONE CABLE CROSSING, MP. 31.01  | WA-SNOHOMISH   | 11/20/1995 | LS. 403                         |                    |
| PRPC BF-00040700 | HARVEY, LANCE & JODELL  | PRIVATE AT-GRADE CROSSING, SNOHOMISH COUNTY   | WA-SNOHOMISH   | 6/12/2008  | LS. 408, MP. 37.58              | 001822K            |
| PMLO LC-00250649 | HOUCK, BERNARD & HAZEL  | PROPERTY FOR ACCESS ROAD; OHD ELECTRIC WIRE LINE CROSSING, SNOHOMISH COUNTY   | WA-SNOHOMISH   | 1/19/1997  | LS. 403                         | FNF                |
| PRPW NP-00084407 | PUBLIC UTILITY DISTRICT NO. 1   | OH D WIRELINE, MP. 27   | WA-SNOHOMISH   | 9/15/1993  | LS. 403                         |                    |
| PRPW NP-49780    | PUGET SOUND POWER & LIGHT CO.   | OH D ELECTRIC WIRE LINE, MP. 27   | WA-SNOHOMISH   | 12/28/1934 | LS. 403                         |                    |
| PRPW NP-63040    | PUGET SOUND POWER & LIGHT CO.   | OH D ELECTRIC WIRE LINE, MP. 27   | WA-SNOHOMISH   | 12/28/1934 | LS. 403                         |                    |
| IDIT GN-00060909 | SEATTLE SNOHOMISH MILL CO.  | CMLO INDUSTRIAL TRACK   | WA-SNOHOMISH   | 9/19/1959  | LS. 403                         |                    |
| PRPL NP-00085920 | SNOHOMISH, OF CITY  | 18 INCH HIGH PRESSURE SEWER MAIN CROSSING, SNOHOMISH COUNTY   | WA-SNOHOMISH   | 1/21/1999  | LS. 403                         |                    |
| PRPW 27737 - MA  | PUGET SOUND POWER & LIGHT CO.   | MASTER AGREEMENT, VARIOUS LOCATIONS   | WA-VARIOUS     |            |                                 |                    |
| PRPW NP-78845    | SNOHOMISH COUNTY PUD NO. 1  | LONGITUDINAL OH D ELECTRIC WIRELINES BOMART AND SNOHOMISH, WA   | WA-VARIOUS     | 7/1/1953   |                                 | PARTIAL ASSIGNMENT |
| PMLO BN-00089138 | STARCOM SERVICE CORP.   | FIBER OPTIC TRANSMISSION SYSTEM TRAFFIC CONTROLLER CABINET, 1-NEMA 4X JUNCTION BOX AND 1 CCTV CAMERA BOTH OVERHEAD AND UNDERGROUND; KING COUNTY | WA-VARIOUS     | 12/10/1992 |                                 | PARTIAL ASSIGNMENT |
| PRPW BF-00028408 | KING, COUNTY OF; DEPARTMENT OF TRANSPORTATION                         | ONE 3-INCH PIPE WITH ELECTRIC LINE AND ONE 4-INCH PIPE WITH CONDUITS  | WA-WILLOWS     | 1/8/2003   | LS. 0404, MP. 3.39              |                    |
| PRPL BF-S0850    | ROADS DIV. DEPT. OF TRANSPORTATION KING COUNTY                        | ONE 3-INCH PIPE WITH ELECTRIC LINE AND ONE 4-INCH PIPE WITH CONDUITS  | WA-WILLOWS     | 3/7/2004   | LS. 0404, MP. 3.39              |                    |
| PRPC CX-88018012 | ALLIED INVESTMENT CORP.   | PRIVATE AT-GRADE CROSSING, KING COUNTY  | WA-WOODINVILLE | 4/15/1988  | MP. 24.02                       |                    |
| PRPC BF-00025551 | BARKER REAL ESTATE LLC  | 32 FOOT CROSSING  | WA-WOODINVILLE | 5/13/2009  | LS. 0403, MP. 26.88             |                    |
| PMLO LC-00500090 | BATTE, HENRY  | BEAUTIFICATION  | WA-WOODINVILLE | 8/29/1999  |                                 | FNF                |
| PRPL PX-88018190 | BOTHELL CITY OF   | 12 INCH PVC SANITARY SEWER LINE, SURVEY STATION 1238+59 TO 1243+16, MP. 24.0 TO 24.20   | WA-WOODINVILLE | 9/18/1999  |                                 |                    |
| PRPL PX-88018071 | BOTHELL CITY OF   | 12 INCH WATER LINE CROSSING, SURVEY STATION 2443+38, MP. 24.82, LINE SEGMENT 0403   | WA-WOODINVILLE | 5/9/1992   |                                 |                    |
| PRPC BF-00013869 | CALWEST INDUSTRIAL PROPERTIES, LLC; CALWEST INDUSTRIAL HOLDINGS, LLC. | 40 FOOT ASPHALT PAVED PRIVATE ROAD CROSSING, 2 SLOPE AREAS, 10 FOOT & 20 FOOT ROADWAY; CANCELS CX #87018090;                                    | WA-WOODINVILLE | 2/22/2000  | LS. 408, MP. 24.44              |                    |
| PRPC BF-00013083 | CALWEST INDUSTRIAL PROPERTIES, LLC; CALWEST INDUSTRIAL HOLDINGS, LLC. | TWO 40 FOOT ASPHALT PAVED PRIVATE ROAD CROSSINGS; CANCELS CX #88018090;   | WA-WOODINVILLE | 2/22/2000  | LS. 408, MP. 24.14              |                    |
| PRGN TO-84020231 | CASTLEWOOD HOMES, INC.  | BEAUTIFICATION, COUNTY  | WA-WOODINVILLE | 12/5/1995  | LS. 405, MP. 23.78 TO MP. 23.80 | FNF                |
| PRPC CX-00018087 | CRAFTSMEN SIGNS   | M/O OF PRIVATE ROAD CROSSING, SURVEY STATION 1240+18, MP. 24.14, LINE SEGMENT 408   | WA-WOODINVILLE | 11/15/1990 |                                 |                    |
| PMLO LC-00221884 | DYAD CONSTRUCTION INC   | EQUIP & MAIL SITE   | WA-WOODINVILLE | 1/1/1978   |                                 | FNF                |
| PRPC LC-00221825 | DYAD CONSTRUCTION INC   | PRIVATE ROAD CROSSING, BS. 1339+08, MP. 25.83, LS. 408, CANCELS LC #219549;   | WA-WOODINVILLE | 1/1/1978   |                                 |                    |
| PRPL LC-00288885 | DYAD CONSTRUCTION, INC.   | 12 INCH STORM SEWER PIPELINE;   | WA-WOODINVILLE | 1/1/1981   |                                 |                    |
| PMLO LC-00228785 | FENTRON INDUSTRIES INC  | LEASE OF PARKING & STORAGE AREA   | WA-WOODINVILLE | 9/16/1978  |                                 | FNF                |

| Type | Contract #  | Description                                    | Location  | Start Date     | End Date   | Amount            | Notes |
|------|-------------|--|---|----------------|------------|-------------------|-------|
| PRPW | LC-0021791  | GENERAL TELEPHONE CO. OF THE NORTHWEST         | OHIO TELEPHONE CABLE, SS 78-74, MP. 1-8118  | WA-WOODINVILLE | 8/16/1978  |                   | FNF   |
| PRPW | LC-00239401 | GENERAL TELEPHONE CO. OF THE NORTHWEST         | TWO PHONE CABLES, SS. 1318-87 & SS. 2-82; OHIO TELEPHONE CABLE, SS. 88-80, MP. 1-4670 | WA-WOODINVILLE | 1/7/1980   |                   |       |
| PRPW | LC-00229082 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.   | OHIO TELEPHONE CABLE, SS. 88-80, MP. 1-4670   | WA-WOODINVILLE | 8/1/1978   | \$10.00           |       |
| PRPW | LC-00230403 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.   | TELEPHONE CABLE, MP. 28-3147  | WA-WOODINVILLE | 1/1/1978   | \$10.00           |       |
| PRPW | LC-00237625 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.   | TELEPHONE CABLE, MP. 25-980, SS. 1286-82  | WA-WOODINVILLE | 5/16/1981  |                   |       |
| PRPW | LC-00239087 | GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.   | OHIO TELEPHONE CABLE, MP. 28-801, SS. 1344-77   | WA-WOODINVILLE | 12/16/1981 |                   | FNF   |
| PRPW | LC-00203612 | GENERAL TELEPHONE COMPANY OF THE NO            | UNDERGROUND TELEPHONE CABLE   | WA-WOODINVILLE | 8/16/1974  |                   |       |
| PRPW | LC-00210638 | GENERAL TELEPHONE COMPANY OF THE NO            | PHONE CABLE XING MP 25-1229 FT  | WA-WOODINVILLE | 8/16/1973  | \$4.00            |       |
| PRPW | LC-00211140 | GENERAL TELEPHONE COMPANY OF THE NO            | PHONE WIRE XING MP 25-4896 FT   | WA-WOODINVILLE | 7/16/1978  | \$8.00            |       |
| PRPW | LC-00213183 | GENERAL TELEPHONE COMPANY OF THE NO            | PHONE CABLE XING MP 25-3341 FT  | WA-WOODINVILLE | 2/16/1974  |                   |       |
| PRPW | LC-00214837 | GENERAL TELEPHONE COMPANY OF THE NO            | PHONE CABLE XING MP 25-891 FT.  | WA-WOODINVILLE | 8/16/1973  | \$4.00            |       |
| PRPW | LC-00238083 | GENERAL TELEPHONE COMPANY OF THE NO            | PHONE CABLE XING MP 25.82   | WA-WOODINVILLE | 12/1/1980  |                   |       |
| PRPW | LC-00248281 | GENERAL TELEPHONE COMPANY OF THE NO            | PHONE CABLE XING SS 7-15  | WA-WOODINVILLE | 2/16/1984  |                   |       |
| IDIT | NP-00018087 | GEORGIA PACIFIC CORP                           |   | WA-WOODINVILLE | 8/1/1988   |                   |       |
| PRPL | PX-80018251 | GTE NORTHWEST INC                              | TWO FOUR INCH PVC CARRIER PIPES, SURVEY STATION 8-78.5, MP. 25.86, LINE SEGMENT 0-08  | WA-WOODINVILLE | 10/1/1990  |                   |       |
| PRPW | PX-80018213 | GTE NORTHWEST INC                              | TELEPHONE CABLE, SURVEY STATION 1274-03, MP. 24.79, LINE SEGMENT 0-08                 | WA-WOODINVILLE | 11/1/1988  |                   |       |
| PRPW | PX-80018082 | GTE NORTHWEST, INC.                            | USED TELEPHONE WIRE LINE, KING COUNTY   | WA-WOODINVILLE | 8/1/1988   | MP. 24.44         |       |
| PRPW | PX-81018018 | GTE NORTHWEST, INC.                            | 8X TELEPHONE CABLES, SURVEY STATION 1918-82, MP. 25.04, LINE SEGMENT 0-08             | WA-WOODINVILLE | 2/1/1981   | LL 408, MP. 23.72 |       |
| PRPW | PX-89018041 | GTE NORTHWEST, INC.                            | 2 USED TELEPHONE WIRE LINES, SNOHOMISH COUNTY   | WA-WOODINVILLE | 4/1/1988   | LL 408, MP. 23.12 |       |
| PRPW | PX-88018181 | GTE NORTHWEST, INC.                            | USED COMMUNICATION WIRE LINE, KING COUNTY   | WA-WOODINVILLE | 8/1/1988   |                   |       |
| PRPC | LC-00243084 | HARDWOODS INC                                  | 250' PRIVATE ROAD CROSSING MP. 1-3-88   | WA-WOODINVILLE | 2/1/1988   |                   | FNF   |
| PRPC | CX-88018011 | HOLLISTER, DALE F.                             | 2 PRIVATE AT-GRADE CROSSINGS, KING COUNTY   | WA-WOODINVILLE | 4/1/1988   | MP. 24.02         |       |
| PRPC | NP-89580    | HORTON WALLACE                                 | PRIVATE CROSSING NEAR MP. 31  | WA-WOODINVILLE | 2/1/1988   |                   |       |
| PRPL | BF-00018128 | KEWIT PETERSON CO                              | 3 INCH SANITARY SEWER PIPELINE, LL 404, MP. 0.45                                      | WA-WOODINVILLE | 1/8/2000   |                   |       |
| PRPC | NP-00027880 | KEWIT PETERSON CO                              |   | WA-WOODINVILLE | 12/2/1998  |                   |       |
| PRPL | BF-00040888 | KING COUNTY DEPT. OF NATURAL RESOURCES & PARKS | 12 INCH STORM WATER PIPELINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 6/18/2008  | LL 408, MP. 27.47 |       |
| PRPL | BF-00040888 | KING COUNTY DEPT. OF NATURAL RESOURCES & PARKS | 12 INCH STORM WATER PIPELINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 6/18/2008  | LL 408, MP. 27.27 |       |
| PRPL | BF-00040888 | KING COUNTY DEPT. OF NATURAL RESOURCES & PARKS | 12 INCH STORM WATER PIPELINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 6/18/2008  | LL 408, MP. 27.31 |       |

|      |             |  |  |                |            |                                  |         |  |                        |
|------|-------------|--|--|----------------|------------|----------------------------------|---------|--|------------------------|
| PRPL | BF-00040897 | KING COUNTY DEPT. OF NATURAL RESOURCES & PARKS | 12 INCH STORM WATER PIPELINE, SNOHOMISH COUNTY   | WA-WOODINVILLE | 8/19/2008  | LS. 403, MP. 27.31               |         |  |                        |
| PMP8 | P-00000768  | KING COUNTY OF                                 | SPUR TRACK FRANCHISE, WOODINVILLE TO KENMOR  | WA-WOODINVILLE | 3/17/1976  |                                  |         |  | FNF PARTIAL ASSIGNMENT |
| PMP8 | S-00004277  | KING COUNTY OF                                 | ESMT FOOT BICYCLE HORSE TRAILS-REDMON  | WA-WOODINVILLE | 7/23/1976  |                                  |         |  | FNF PARTIAL ASSIGNMENT |
| PRPL | LC-00228480 | KING COUNTY WATER DISTRICT 104                 | SEWER PIPELINE MP 25+4745  | WA-WOODINVILLE | 10/1/1977  |                                  |         |  | PARTIAL ASSIGNMENT     |
| PRPL | LC-E12718   | KING COUNTY WATER DISTRICT 104                 | 3 SEWER PIPELINES, KING COUNTY, MP. 0+600, MP. 24+2816, MP. 24.7   | WA-WOODINVILLE | 11/19/1973 | LS. 403                          |         |  | PARTIAL ASSIGNMENT     |
| PRPL | LC-00283381 | KING COUNTY WATER DISTRICT NO. 104             | POTABLE WATER PIPELINE 8813+12   | WA-WOODINVILLE | 2/4/1983   |                                  |         |  |                        |
| PRPL | LC-00288604 | KING COUNTY WATER DISTRICT NO. 104             | 9 INCH WATER PIPELINE, 88. 1874+72; MP. 25+3093 FT.;   | WA-WOODINVILLE | 9/1/1978   |                                  |         |  |                        |
| PRPL | LC-00280863 | KING COUNTY WATER DISTRICT NO. 104             | 10 INCH WATER PIPELINE, MP. 25+4500;   | WA-WOODINVILLE | 2/1/1978   |                                  |         |  | FNF PARTIAL ASSIGNMENT |
| PRPL | PX-85-16035 | KING COUNTY WATER DISTRICT NO. 104             | TWO 8.5 INCH SANITARY SEWER PIPELINES, LS. 404, MP. 1.84 AND MP. 1.57  | WA-WOODINVILLE | 8/5/1984   |                                  |         |  | FNF PARTIAL ASSIGNMENT |
| GVHS | BN-00001739 | KING, COUNTY OF                                | ESTABLISHMENT PUBLIC CROSSING @ NORTHEAST 200TH STREET ON BLACK RIVER TO SUMAS LINE; KING COUNTY   | WA-WOODINVILLE | 3/16/1972  | MP. 26+581                       |         |  |                        |
| GVXS | BN-00024584 | KING, COUNTY OF                                | INSTALLATION OF SIGNALS, NE 200TH STREET; CONSTRUCT CROSSING & INSTALL SIGNALS, 195TH ST.; KING COUNTY;  | WA-WOODINVILLE | 2/18/1987  | MP. 28.11                        | 091808P |  |                        |
| GVXS | BN-00027851 | KING, COUNTY OF                                | WIDEN & IMPROVE NE 190TH STREET & WOODINVILLE-SNOHOMISH ROAD CROSSING, REMOVE CONCRETE CROSSING, PLACE RUBBER CROSSING, GRANT EASEMENT; KING COUNTY; | WA-WOODINVILLE | 10/20/1989 | 25.85                            | 077824P |  |                        |
| GVXS | BN-00032480 | KING, COUNTY OF                                | INSTALL AFLS/GATES, NE 190TH ST. & WOODINVILLE SNOHOMISH RD.;  | WA-WOODINVILLE | 7/24/1991  | LS. 403, MP. 25.83               | 091802Y |  | FNF                    |
| GVXS | BN-00039482 | KING, COUNTY OF                                | INSTALL AFLS/GATES, NE 190TH ST. & WOODINVILLE SNOHOMISH RD.;  | WA-WOODINVILLE | 3/22/1991  | LS. 403, MP. 25.83               | 091802Y |  |                        |
| PRPL | PX-90016284 | METRO MUNICIPALITY OF METROPOLITA SEATTLE      | 48 INCH & 30 INCH SANITARY SEWER, 88L 178+84, MP. 3.25, LS. 0404;  | WA-WOODINVILLE | 11/1/1990  |                                  |         |  |                        |
| GVGN | BN-00001221 | METRO MUNICIPALITY OF METROPOLITA SEATTLE      | ROAD SLOPES & DRAINAGE, MP. 24+2734 & 24+2976;   | WA-WOODINVILLE | 9/20/1971  |                                  |         |  |                        |
| PMLO | PX-90018083 | NETWORK REAL ESTATE SERVICES                   | STRIP OF LAND FOR BEAUTIFICATION PURPOSES, KING COUNTY   | WA-WOODINVILLE | 2/15/1990  | LS. 0404, MP. 28.38 TO MP. 28.19 |         |  |                        |
| PRPW | BF-00027182 | NORTHSHORE SCHOOL DISTRICT                     | OVERHEAD FIBER OPTIC LINE - ONE CONDUCTOR; KING COUNTY   | WA-WOODINVILLE | 9/18/2008  | LS. 0403, MP. 25.87              |         |  |                        |
| PRPL | MP-00082286 | OLYMPIC PIPE LINE CO                           | UGD FIBER OPTIC CABLE, LS. 403, MP. 25.63;   | WA-WOODINVILLE | 1/19/1998  |                                  |         |  |                        |
| PRPW | BF-00009584 | PACIFIC FIBER LINK, LLC.                       | 4 INCH NATURAL GAS PIPELINE; INDEMNITY LETTER;   | WA-WOODINVILLE | 3/18/2008  | LS. 403, MP. 28.11               |         |  |                        |
| PRPL | BF-00021072 | PUGET SOUND ENERGY                             | 4 INCH NATURAL GAS PIPELINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 7/2/2007   | LS. 404, MP. 00.18               |         |  |                        |
| PRPW | BF-00046127 | PUGET SOUND ENERGY                             | 4 INCH NATURAL GAS PIPELINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 7/2/2007   | LS. 403, MP. 28.72               |         |  |                        |
| PRPL | BF-00048284 | PUGET SOUND ENERGY, INC.                       | 4 INCH NATURAL GAS PIPELINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 7/3/2007   |                                  |         |  |                        |
| PRPW | PX-99016112 | PUGET SOUND POWER & LIGHT                      | POWER LINE, MP. 24.35  | WA-WOODINVILLE | 12/19/1986 |                                  |         |  | \$8.00                 |
| PRPW | LC-00207288 | PUGET SOUND POWER & LIGHT CO                   | POWER WIRE KING AT MP 25+1818  | WA-WOODINVILLE | 8/18/1972  |                                  |         |  | \$4.00                 |
| PRPW | LC-00210283 | PUGET SOUND POWER & LIGHT CO                   | POWER CABLE KING MP 25+1229  | WA-WOODINVILLE | 5/7/1973   |                                  |         |  | \$4.00                 |

| Project No.      | Project Name  | Description   | Location       | Start Date | End Date               | Amount   | Notes              |
|------------------|---|---|----------------|------------|------------------------|----------|--------------------|
| PRPW LC-00211809 | PUGET SOUND POWER & LIGHT CO.   | ONE ISOLATED ANCHOR MP 25-1977  | WA-WOODINVILLE | 8/19/1979  |                        | \$2.00   |                    |
| PRPW LC-00244143 | PUGET SOUND POWER & LIGHT CO.   | POWER LINE XING MP 24-4901  | WA-WOODINVILLE | 8/1/1983   |                        |          |                    |
| PRPW LC-00218374 | PUGET SOUND POWER & LIGHT CO.   | OH2 POWER WIRELINE, SS. 98+00, MP. 1+4911;  | WA-WOODINVILLE | 8/1/1979   |                        | \$8.00   |                    |
| PRPW LC-00231815 | PUGET SOUND POWER & LIGHT CO.   | OH2 POWER WIRE LINE, SS. 133074, MP. 25+4999 FT.; CANCEL S NP 488984;                                     | WA-WOODINVILLE | 8/19/1979  |                        | \$10.00  |                    |
| PRPW LC-00232210 | PUGET SOUND POWER & LIGHT CO.   | OH2 POWER WIRE LINE, SS. 73+75, MP. 1+3118 FT.;   | WA-WOODINVILLE | 8/1/1979   |                        | \$10.00  | FNF                |
| PRPW NP-00048231 | PUGET SOUND POWER & LIGHT CO.   | OH2 ELECTRIC WIRE LINE, MP. 26+1000;  | WA-WOODINVILLE | 8/1/1983   |                        |          |                    |
| PRPW NP-00065684 | PUGET SOUND POWER & LIGHT CO.   | OH2 POWER WIRE LINE, NEAR MP. 28.00;  | WA-WOODINVILLE | 8/1/1983   |                        |          |                    |
| PRPW NP-46171    | PUGET SOUND POWER & LIGHT CO.   | ELECTRIC WIRELINE CROSSING  | WA-WOODINVILLE | 10/27/1987 |                        |          |                    |
| PRPW NP-83203    | PUGET SOUND POWER & LIGHT CO.   | OH2 ELECTRIC WIRELINE CROSSING  | WA-WOODINVILLE | 2/14/1988  |                        |          |                    |
| PRPW NP-68873    | PUGET SOUND POWER & LIGHT CO.   | OH2 ELECTRIC WIRELINE CROSSING  | WA-WOODINVILLE | 12/1/1983  |                        |          |                    |
| PRPW NP-82069    | PUGET SOUND POWER & LIGHT CO.   | ELECTRIC WIRELINE CROSSING  | WA-WOODINVILLE | 8/19/1979  |                        |          |                    |
| PRPW PX-80018282 | PUGET SOUND POWER & LIGHT CO.   | OH2 TRIPLEX WIRE LINE CROSSING, SS 1249+19, KING COUNTY   | WA-WOODINVILLE | 11/1/1989  | LS. 0403, MP. 24.20    |          |                    |
| PRPL NP-72267    | ROBE, ALBERT  | 1.5 INCH WATER PIPELINE   | WA-WOODINVILLE | 8/1/1983   |                        |          |                    |
| PRPC LC-233714   | BATHER & NELSON   | PRIVATE 82 FOOT PLANK ROAD, MP. 81.67   | WA-WOODINVILLE | 10/1/1979  | LS. 403                |          |                    |
| PRPL BF-00027560 | SCANDIA BUSINESS PARK, LLC  | 3 PIPELINES, TWO 12-INCH AND ONE 18-INCH PIPELINE CROSSING FOR STORM WATER DRAINAGE, KING COUNTY;         | WA-WOODINVILLE | 10/23/2005 | LS. 0403, MP. 28.16    | 05-84638 |                    |
| GVX3 NP-00086726 | SEATTLE, CITY OF  | CROSSING R/L'S 50 FOOT ROW, ES 15+87.2, MP. 1; CROSSING R/W 100 FOOT ROW, ES. 100+84, MP. 22;             | WA-WOODINVILLE | 8/30/1989  |                        |          | PARTIAL ASSIGNMENT |
| PRPL BF-00035182 | SNOHOMISH COUNTY  | 24 INCH STORM WATER PIPELINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 8/24/2005  | LS. 403, MP. 28.70     |          |                    |
| PRPW LC-00215863 | SNOHOMISH COUNTY PUD 1  | POWER WIRE XING MP 21-847 FT  | WA-WOODINVILLE | 8/24/1974  |                        |          |                    |
| PRPW BF-00087796 | SNOHOMISH COUNTY PUD NO. 1  | UG2 ELECTRIC WIRE LINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 12/2/2005  | LS. 403, MP. 28.95     |          |                    |
| PRPW BF-00037798 | SNOHOMISH COUNTY PUD NO. 1  | OH2 ELECTRIC WIRE LINE, SNOHOMISH COUNTY  | WA-WOODINVILLE | 12/2/2005  | LS. 403, MP. 28.81     |          |                    |
| GVX3 BF-00038320 | SNOHOMISH, COUNTY OF  | INSTALL FLASHING LIGHT SIGNALS WITH GATES & CONSTANT WARNING CIRCUITRY AT 240TH STREET; SNOHOMISH COUNTY; | WA-WOODINVILLE | 10/7/2005  | LS. 0403, MP. 28.63    | 091811X  |                    |
| GVX3 SN-00032131 | SNOHOMISH, COUNTY OF  | INSTALL AFLS AT 240TH STREET;   | WA-WOODINVILLE | 11/7/1980  | LS. 0405, MP. 28.82    | 091811X  |                    |
| IDIT SN-00016114 | SPECTRUM GLASS CO., INC.  | CALO SPUR TRACKS  | WA-WOODINVILLE | 1/27/1979  |                        |          |                    |
| PRPW LC-00229730 | SPECTRUM GLASS CO., INC.  | UG2 POWER WIRE LINE, SS. 3370+38, MP. 28-2147 FT.;  | WA-WOODINVILLE | 10/1/1979  |                        | \$10.00  |                    |
| PALO PX-80018085 | SPIEKER HOSFORD JEFFERSON NO. 188   | SLOPE & BEAUTIFICATION OF OUTER 10 FEET OF NORTH RIGHT-OF-WAY, SS. 44+00 TO 88. 81+72, KING COUNTY        | WA-WOODINVILLE | 8/19/1989  | MP. 24.21 TO MP. 24.28 |          |                    |
| PRPW PX-80016180 | SPIEKER HOSFORD JEFFERSON NO. 188; CALWEST INDUSTRIAL PROPERTIES, LLC.  | UG2 ELECTRIC WIRE LINE, KING COUNTY   | WA-WOODINVILLE | 10/9/1989  | MP. 24.44              |          |                    |
| PRPC CX-80016004 | T.JOSSEM ROBERT P & SILVERNALE GRANT J.R.   | MLO PRIVATE ROAD CROSSING, MP. 24.44  | WA-WOODINVILLE | 8/1/1989   |                        |          |                    |
| PRPL PX-80016006 | T.JOSSEM, ROBERT P. & SILVERNALE, G. J.; SPIEKER HOSFORD JEFFERSON NO. 188; CALWEST INDUSTRIAL PROPERTIES, LLC. | 8 INCH CMP STORM DRAINAGE PIPELINE, KING COUNTY; CANCEL S LG 826148                                       | WA-WOODINVILLE | 8/1/1989   | LS. 403, MP. 24.44     |          |                    |

| Type | Contract No. | Contract Name                | Description   | Location       | Date       | LS                               | MP       | Other | Amount      |
|------|--------------|------------------------------|---|----------------|------------|----------------------------------|----------|-------|-------------|
| PRPC | CX-86016031  | UNDERWOOD 122                | M&O PRIVATE ROAD CROSSING, SURVEY STATION 1840+18, MP. 24.14                  | WA-WOODINVILLE | 7/9/1980   |                                  |          |       | \$50.00     |
| PRGN | BF-00041211  | UNDERWOOD GARTLAND 9 LLC     | TEMPORARY OCCUPANCY FOR RE-GRADING, SNOHOMISH COUNTY                          | WA-WOODINVILLE | 7/14/2008  | LS. 403, MP. 98.38               |          |       |             |
| PRPC | BF-0008944   | UNDERWOOD GARTLAND 9, LLC    | PRIVATE AT-GRADE CROSSING, SNOHOMISH COUNTY                                   | WA-WOODINVILLE | 10/12/2008 | LS. 403, MP. 28.58               | 091810R  |       |             |
| GVGN | NP-00017225  | UNITED STATES                |   | WA-WOODINVILLE | 3/1/1983   |                                  |          |       |             |
| PRPC | CX-86016048  | VINTAGE AUTO PARTS INC       | M&O PRIVATE ROAD CROSSING, MP. 24.9   | WA-WOODINVILLE | 6/19/1980  | MP. 24.9                         |          |       | \$10.00     |
| PRFW | BF-00012260  | VISTA TELEVISION CABLE, INC. | UGD FIBER OPTIC TV CABLE, LS. 403, MP. 24.48                                  | WA-WOODINVILLE | 11/27/1980 |                                  |          |       | FNF         |
| PRFW | BF-00015504  | VISTA TELEVISION CABLE, INC. | UGD FIBER OPTIC WIRE LINE, LS. 403, MP. 24.48                                 | WA-WOODINVILLE | 8/29/2000  |                                  |          |       |             |
| PRPL | LC-00210098  | WASHINGTON NATURAL GAS CO    | NATURAL GAS PIPE LINE MP 25+1400 FEET   | WA-WOODINVILLE | 2/18/1978  |                                  |          |       |             |
| PRPL | LC-00211198  | WASHINGTON NATURAL GAS CO    | NATURAL GAS PIPE LINE MP 25+1397 FEET   | WA-WOODINVILLE | 7/18/1978  |                                  |          |       |             |
| PRPL | LC-00290821  | WASHINGTON NATURAL GAS CO    | GAS PIPELINE MP 25+8144 FT  | WA-WOODINVILLE | 2/1/1978   |                                  |          |       |             |
| PRPL | PX-87016162  | WASHINGTON NATURAL GAS CO    | 1.38 INCH NATURAL GAS PIPELINE CROSSING, SURVEY STATION 1285+48, MP. 24.44    | WA-WOODINVILLE | 10/1/1987  |                                  |          |       |             |
| PRPL | LC-00220089  | WASHINGTON NATURAL GAS CO.   | 2 INCH NATURAL GAS PIPE LINE, SS. 15+38, MP. 2+1000;                          | WA-WOODINVILLE | 12/1/1975  |                                  |          |       |             |
| PRPL | LC-00228432  | WASHINGTON NATURAL GAS CO.   | 4 INCH NATURAL GAS PIPELINE, SS. 74+18;                                       | WA-WOODINVILLE | 8/1/1978   |                                  |          |       | FNF         |
| PRPL | LC-00235566  | WASHINGTON NATURAL GAS CO.   | 2 INCH GAS CROSSING MP. 25+120  | WA-WOODINVILLE | 2/1/1980   |                                  |          |       |             |
| PRPL | NP-00094415  | WASHINGTON NATURAL GAS CO.   | 2 INCH NATURAL GAS PIPELINE, SS. 111+88, MP. 2+857;                           | WA-WOODINVILLE | 4/30/1984  |                                  |          |       |             |
| PRPL | PX-60016191  | WASHINGTON NATURAL GAS CO.   | 1 1/2 INCH NATURAL GAS PIPELINE, SS. 39+84, KING COUNTY                       | WA-WOODINVILLE | 7/19/1980  | LS. 0403, MP. 24.13              |          |       |             |
| PRPL | PX-98020038  | WASHINGTON NATURAL GAS CO.   | 12 INCH UGD NATURAL GAS PIPELINE INSIDE A 16 INCH STEEL CASING, KING COUNTY   | WA-WOODINVILLE | 2/21/1998  | LS. 0404, MP. 1.8                |          |       |             |
| GVGN | BN-00019303  | WASHINGTON, STATE OF         | EASEMENT TO IMPROVE 130TH AVENUE NE;  | WA-WOODINVILLE | 12/28/1984 | LS. 0405, MP. 25.74 TO MP. 25.01 |          |       |             |
| GVXS | BN-00022774  | WASHINGTON, STATE OF         | INSTALL AFLS;   | WA-WOODINVILLE | 8/22/1988  | MP. 23.81,                       | 091797E, |       |             |
| GVXS | BN-00028972  | WASHINGTON, STATE OF         | INSTALL AFLS;   | WA-WOODINVILLE | 2/28/1988  | MP. 23.97                        | 001798X  |       |             |
| GVXS | BN-00038928  | WASHINGTON, STATE OF         | WIDEN & IMPROVE THE SR 202 GRADE CROSSING;                                    | WA-WOODINVILLE | 2/15/1988  | MP. 1.63                         | 091867J  |       |             |
| GVXS | NP-00018860  | WASHINGTON, STATE OF         | INSTALL AFLS AT STATE SECONDARY HWY. 1-A GRADE CROSSING;                      | WA-WOODINVILLE | 2/4/1982   | MP. 25+3407                      |          |       |             |
| GVHS | NP-00016004  | WASHINGTON, STATE OF         | CONSTRUCTION OF GRD HWY. CROSSING;  | WA-WOODINVILLE | 11/9/1987  | MP. 23.89                        |          |       |             |
| GVHS | NP-00016189  | WASHINGTON, STATE OF         | CONSTRUCTION OF UNDERCROSSING;  | WA-WOODINVILLE | 3/19/1988  | MP. 27+363                       |          |       |             |
| GVHS | NP-00017128  | WASHINGTON, STATE OF         | TEMPORARY AND PERMANENT CHANGES IN TRACKS; RECONSTRUCTION OF BRIDGE NO. 24.7; | WA-WOODINVILLE | 10/9/1982  | MP. 24+3548                      |          |       |             |
| GVXS | NP-00089045  | WASHINGTON, STATE OF         | C&M PUBLIC ROADWAY NEAR MP. 27; SNOHOMISH & KING COUNTIES;                    | WA-WOODINVILLE | 7/15/1948  | MP. 27+425 TO MP. 29+2148        |          |       |             |
| PRPL | LC-00289080  | WATER DISTRICT NO. 104       | 8 INCH SANITARY SEWER PIPELINE, SS. 1157+34, MP. 1+477;                       | WA-WOODINVILLE | 8/1/1979   |                                  |          |       | \$10.00 FNF |
| PRPL | LC-00242575  | WATER DISTRICT NO. 104       | 8.57 INCH WATER PIPELINE, SS. 1345+08, MP. 28+829;                            | WA-WOODINVILLE | 10/19/1982 |                                  |          |       |             |
| PRFW | NP-00089059  | WEST COAST TELEPHONE CO.     | TELEPHONE WIRELINE, MP. 2;  | WA-WOODINVILLE | 1/29/1957  |                                  |          |       |             |

| TYPE               | Contract No.  | Contractor   | Description   | Location       | Start Date | End Date                        | Amount     | Notes              |
|--------------------|---|--|---|----------------|------------|---------------------------------|------------|--------------------|
| PRFW               | NP-78781  | WEST COAST TELEPHONE CO.                                   | LONG TELEPHONE WIRELINE, MP. 27   | WA-WOODINVILLE | 10/1/1988  |                                 |            |                    |
| PRFW               | NP-81484  | WEST COAST TELEPHONE CO.                                   | LONG TELEPHONE WIRELINE, KING COUNTY  | WA-WOODINVILLE | 8/18/1988  |                                 |            |                    |
| PRFW               | NP-82200  | WEST COAST TELEPHONE CO.                                   | TELEPHONE WIRELINE CROSSING   | WA-WOODINVILLE | 4/3/1987   |                                 |            |                    |
| PRFW               | NP-00082023   | WEST COAST TELEPHONE CO.                                   | TELEPHONE WIRELINE, MP. 2   | WA-WOODINVILLE | 12/3/1987  |                                 |            | FNF                |
| PRFC               | NP-00019219   | WESTERN SAWDUST PRODUCTS INC.<br>NKA BASSETT WESTERN, INC. | PRIVATE CROSSING, MP. 28; CONVERTED TO A PUBLIC CROSSING & CANCELLED, DOT NO. 001808P, CONNECTS NE 144TH & 200TH STREETS                          | WA-WOODINVILLE | 3/18/1988  |                                 |            | FNF                |
| PMLO               | BF-00007074   | WILCOXON F., LP.   | LAND LEASE FOR PARKING VEHICLES & LANDSCAPING; LB 404 .04   | WA-WOODINVILLE | 8/1/1988   |                                 | \$5.00     |                    |
| PMLO               | BF-00007588   | WOODINVILLE LANDING, LLC.                                  | DRIVEWAY, PARKING & LANDSCAPING   | WA-WOODINVILLE | 2/8/1988   |                                 | \$5,750.38 |                    |
| PRPL               | BF-00018343   | WOODINVILLE WATER DISTRICT                                 | 8 INCH SANITARY SEWER PIPELINE CROSSINGS AT 2 LOCATIONS & LONGITUDINAL ENCROACHMENT; LB. 404, MP. 3.88; LB. 405, MP. 21.43; CANCELS PX 888021170; | WA-WOODINVILLE | 11/13/1988 |                                 |            | PARTIAL ASSIGNMENT |
| PRPL               | NP-00091837   | WOODINVILLE WATER DISTRICT                                 | 8X8 INCH WATER PIPE   | WA-WOODINVILLE |            |                                 |            | PARTIAL ASSIGNMENT |
| PRPL               | PX-88021075   | WOODINVILLE WATER DISTRICT                                 | SANITARY SEWER PIPELINE, KING COUNTY  | WA-WOODINVILLE | 5/2/1988   | LB. 408, MP. 25.19              |            |                    |
| GVXS               | BF-00018880   | WOODINVILLE, CITY OF                                       | INSTALL INTERTRIE TO THE NE 300TH STREET CROSSING;  | WA-WOODINVILLE | 8/3/2001   | LB. 408, MP. 25.12              |            | 001808P            |
| GVXS               | BF-00022087   | WOODINVILLE, CITY OF                                       | INSTALL ADVANCE PRE-EMPTION TO NE 178TH PLACE;  | WA-WOODINVILLE | 8/13/2002  | LB. 408, MP. 25.13              |            | 016758X            |
| PRGN               | BF-00048085   | WOODINVILLE, CITY OF                                       | TEMPORARY OCCUPANCY FOR GEOTECHNICAL ASSIGNMENTS, KING COUNTY   | WA-WOODINVILLE | 4/1/2007   | LB. 0455, MP. 23.97 & MP. 34.42 |            |                    |
| GVXS               | BN-00048088   | WOODINVILLE, CITY OF                                       | REHAB CROSSINGS & INSTALL A PLUS CANTILEVERGATES AT NE 188TH AVENUE, KING COUNTY  | WA-WOODINVILLE | 11/1/1988  | LB. 0403, MP. 25.18             |            | 016758X            |
|                    | CX-04000577   |  | LB. 403, MP. 28.88  | WA-WOODINVILLE |            |                                 |            |                    |
|                    | PX-82013113   |  | LB. 403, MP. 28.88  | WA-WOODINVILLE |            |                                 |            | FNF                |
|                    | RW-83016280   |  | LB. 403, MP. 28.01  | WA-WOODINVILLE |            |                                 |            |                    |
|                    | RW-83018280   |  | LB. 402, MP. 23.4 - 25.1  | WA-WOODINVILLE |            |                                 |            |                    |
| FNF                | File not found; location unknown                              |  |   |                |            |                                 |            |                    |
| PARTIAL ASSIGNMENT | Contract covers area partially located in area to be conveyed |  |   |                |            |                                 |            |                    |

## Leases within Railroad Corridor (used or potentially used for parking)

| Reference<br>(Railroad Lease Number) | Reference Name               | Associated Document  | Notes from Redmond              |
|--------------------------------------|------------------------------|--|---------------------------------|
| BF 36396                             | Cleveland Street Dev         | <a href="#">BF-36396.pdf</a>                                     |                                 |
| 233197                               | Boch                         | (no document found)  |                                 |
| LC 246674/250693/40250693            | Courier - two leases         | <a href="#">LC-246674 Courier Agreement (2).pdf</a>              | 2nd lease not yet been provided |
| 249183/246677                        | Butler                       | <a href="#">249183 file info and supplement Walls Butler.pdf</a> |                                 |
| 231346/463150                        | Dedonker                     | <a href="#">231346 file info and agreement Dedonker.pdf</a>      |                                 |
| 40500211/500211                      | Boshaw                       | (no document found)  |                                 |
| LC 500648                            | Lake Washington Youth Soccer | <a href="#">LC-500648 (2).pdf</a>                                |                                 |
| 500864                               | Olson                        | <a href="#">LC-500864.pdf</a>                                    |                                 |
| 501177/15118                         | Fairways                     | <a href="#">BF-15118.pdf</a>                                     |                                 |

**EXHIBIT D****Statement of Willingness to Assume Financial Responsibility**

In order to establish and continue interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29, the City of Redmond, a body corporate and politic of the State of Washington (Interim Trail User) is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against the railroad right-of-way owned by the City of Redmond. The property includes that portion of the Redmond Spur railroad right-of-way located within the City of Redmond and extending southerly from the northerly City limit at roughly railroad milepost 3.4 to the terminus of the Spur at roughly railroad milepost 7.3, a distance of roughly 3.9 miles in King County, Washington. This portion of right-of-way is part of a line of railroad approved for abandonment and Interim Trail Use in STB Docket No. AB-6 (Sub-No. 463X).

A map of the property depicting the relevant portion of right-of-way is attached.

The City of Redmond acknowledges that use of the above-described segment of the Redmond Spur right-of-way is subject to the user continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service.

**Exhibit E**

**ASSIGNMENT OF TRAIL USE AGREEMENT**

THIS ASSIGNMENT OF TRAIL USE AGREEMENT ("Assignment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between KING COUNTY, a political subdivision of the State of Washington (the "County") and the CITY OF REDMOND, a municipal corporation of the State of Washington (the "City"). Together, the County and the City are referred to herein as the "Parties" and individually as a "Party."

**RECITALS**

WHEREAS, the County entered into a trail use agreement with the BNSF Railway Company, a Delaware Corporation ("BNSF") dated December 18, 2009 ("Trail Use Agreement"), attached hereto as **Exhibit A** and incorporated herein by this reference;

WHEREAS, save and except for the right to reactivate interstate freight rail service, which right is retained by and reserved to the County as set forth herein, the County and City have reached an agreement for termination of the County's property interests in a portion of the former BNSF right of way subject to the Trail Use Agreement, which portion is legally described in **Exhibit B**, attached hereto and incorporated herein by this reference ("Property").

WHEREAS, the County and City have received a notice or decision from the Surface Transportation Board ("STB") approving or permitting the substitution of the City for the County as Interim Trail User for the Property;

NOW THEREFORE, in consideration of the mutual promises made in this Assignment and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Assignment. The County hereby assigns, transfers and conveys to the City all of the County's rights and obligations under the Trail Use Agreement for the Property, save and except for the right and/or obligation to permit reactivation of interstate freight rail service as set forth in Section 2(d) of the Trail Use Agreement, which is retained by and reserved to the County. The County further retains and reserves to itself all right, title and interest in the Trail Use Agreement outside of the Property. The rights assigned, transferred and conveyed to the City under this Section 1 of the Assignment are referred to as the "Assigned Rights and Obligations."

2. Railbanking Obligations. Pursuant to 49 C.F.R. 1152.29, the City assumes the obligations set forth in the Statement of Willingness to Assume Financial Responsibility required as a condition precedent to the issuance of a NITU (as that term is defined in the Trail Use

Agreement) (the "SWAFR"). The obligations assumed by the City under this Section 2 are referred to herein as the "Railbanking Obligations."

3. Assumption. The City hereby accepts the assigned rights and assumes the Assigned Rights and Obligations and the Railbanking Obligations on and after the date of this Assignment. Accordingly, (i) as evidence of such acceptance and assumption, and (ii) as required pursuant to 49 C.F.R. §1152.29, the City has executed the SWAFR attached hereto as **Exhibit C**.

4. Assignment. The City may assign or transfer the Assigned Rights and Obligations to another person or entity, but only upon the express written consent of the County, which consent shall not be unreasonably withheld so long as the proposed replacement assignee or transferee is capable of satisfying the Railbanking Obligations and has executed or agreed to execute a SWAFR as required pursuant to 49 C.F.R. §1152.29.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. No Other Amendments. Except as otherwise modified or amended by this Assignment, all of the terms and conditions of the Trail Use Agreement remain unchanged.

7. Applicable Law. This Assignment shall be governed by the laws of the State of Washington.

Dated as of the date and year first above written.

KING COUNTY

CITY OF REDMOND

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

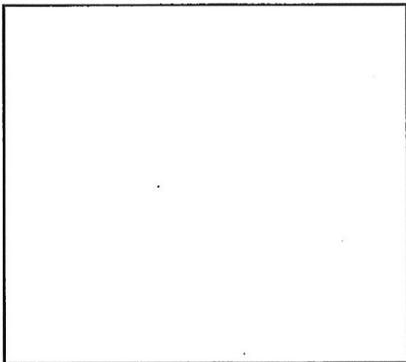
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the CITY OF REDMOND, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



Notary Public \_\_\_\_\_

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

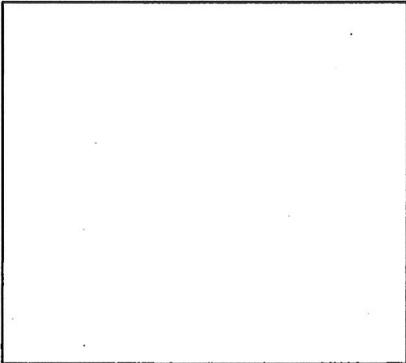
My commission expires \_\_\_\_\_

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of KING COUNTY, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

Exhibit A to  
Revised  
Exhibit E

TRAIL USE AGREEMENT

THIS TRAIL USE AGREEMENT (this "Agreement") is made as of December 18, 2009, by and between BNSF Railway Company, a Delaware corporation ("BNSF"), and King County, Washington, a political subdivision and body corporate and politic of the State of Washington ("County") (each, individually, a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, BNSF is the owner of that certain real estate known as the "Woodinville Subdivision", located in King County, Washington, and Snohomish County, Washington (the "Woodinville Subdivision" or "Subdivision") and conducts rail operations over the Subdivision from the City of Renton, Washington to the City of Snohomish, Washington; and

WHEREAS, the Port of Seattle ("Port") has negotiated with BNSF a purchase and sale agreement pursuant to which the Port intends to acquire the Subdivision, and the County is a party to those agreements and has contributed to the purchase price for the purpose of railbanking a portion of the Subdivision; and

WHEREAS, the Port does not desire to take on any rail operating responsibility with respect to the Subdivision, and, accordingly, BNSF sought abandonment of its rail common carrier obligation on three segments of the Subdivision, and will transfer its rail operating responsibility on the remainder to a short line operator; and

WHEREAS, the County desires to convert three segments of the Subdivision to public trail use and potentially other public purposes, and, accordingly, the County and BNSF desire to enter into this Agreement for railbanking and for public space pursuant to and in accordance with 49 C.F.R. 1152.29 and Section 8(d) of the National Trails System Act (also known as the "Rails-to-Trails Act"), 16 U.S.C. 1247(d) (collectively, and as any of the foregoing may hereafter be amended or interpreted by binding judicial or administrative authority, the "Railbanking Legislation"); and

WHEREAS, the purpose of this Agreement is to delineate the responsibilities of each of the Parties pursuant to the Railbanking Legislation, as such responsibilities may be appropriately allocated during each phase of the development and use of a trail or other facilities by the County; and

WHEREAS, the Parties acknowledge that any railbanking, trail use or other public purpose proposed by the County, including this Agreement, will be subject to the authorization and jurisdiction of the Surface Transportation Board ("STB" or the "Board"); and

WHEREAS, the Parties acknowledge that STB authorization has been obtained upon the issuance of a Notice of Interim Trail Use ("NITU") for each segment of the Subdivision being abandoned by BNSF in accordance with the Board's rules and procedures; and

WHEREAS, the Parties acknowledge that the County has applied for, obtained and is the holder of the NITUs, and, further, the County acknowledges that, pursuant to the requirements of the Railbanking Legislation, freight service may be reactivated on the three segments of the Subdivision and the County must make the three segments of the Subdivision available for such reactivation of freight service; and

WHEREAS, subject to the request of the Port or other requests for service reactivation, the Parties intend that the County is also obtaining the right and obligation to permit or effect reactivation;

which has been approved by the STB, and pursuant thereto to permit the person requesting reactivation to take such steps as may be required to permit or effect that reactivation; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and the County's contribution to the purchase price of the Subdivision and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BNSF and the County agree as follows:

### AGREEMENT

#### 1. RAIL LINES BEING RAILBANKED

The segments of the Subdivision being railbanked are located: (a) between milepost 5 and milepost 10.6; (b) between milepost 11.25 and milepost 23.90; and (c) between milepost 0.0 and milepost 7.3 of the Redmond Spur (collectively the "Railbanked Segments") A map of the Subdivision with an indication of the three Railbanked Segments is attached hereto as Exhibit B.

#### 2. RAILBANKING OBLIGATIONS

(a) Unless otherwise defined in this Agreement, terms used herein will have the meanings defined in the Railbanking Legislation.

(b) For the purposes of this Agreement, authorization by the STB of the County's trail use will be referred to herein as the "NITUs".

(c) Pursuant to 49 C.F.R. 1152.29, the County assumes the following obligations in respect to the Railbanked Segments in accordance with the Statement of Willingness to Assume Financial Responsibility required as a condition precedent to the issuance of a NITU (the "SWAFR"), the form of which is attached to this Agreement as Exhibit A, and otherwise in accordance with the Railbanking Legislation: (i) all responsibility for the management of the Railbanked Segments; (ii) all responsibility for all legal liabilities arising out of or relating to the transfer, use, possession, management, operation or control of the Railbanked Segments; and (iii) all other obligations arising under the NITUs, the SWAFR, and/or the Railbanking Legislation as it applies to the Railbanked Segments.

(d) BNSF hereby transfers to the County the right and/or obligation to permit reactivation of the Railbanked Segments for rail service. King County has obtained authorization for the transfer of BNSF's right to restart rail service from the Surface Transportation Board.

(e) The Parties agree that this Agreement will constitute prima facie evidence of a valid and continuing purpose on the part of the County to initiate interim trail use along the Railbanked Segments.

#### 3. TERMINATION OF NITU

It is the understanding and intent of the parties that all right and/or obligation to permit reactivation of the Railbanked Segments for rail service has been transferred by BNSF to County and that BNSF no longer retains any such right or obligation. If notwithstanding this the STB receives a request from BNSF that rail service be restored on all or portion(s) of the Railbanked Segments, the County agrees that it will make its interest in the corresponding portion(s) of the Railbanked Segments available for such restoration and BNSF will compensate the County for such interests and any improvements that have been made by the County on the Railbanked Segments at their then fair market value. If (a) the

County, after the date of this Agreement, has removed any railroad tracks or any railroad equipment or supporting apparatus within the portion(s) of the Railbanked Segments being reactivated pursuant to such a request by BNSF, or (b) any equipment or improvements ("Post-Railbanking Installations") installed on the portion(s) of the Railbanked Segments being reactivated pursuant to such a request by BNSF after the date of this Agreement would prevent or otherwise impede the restoration of rail service, then BNSF will either restore any required railroad infrastructure or remove any Post-Railbanking Installations at its sole expense, and will undertake at its sole expense any work necessary to restore rail service on the portion(s) of the Railbanked Segments. In the event of a request to reactivate service on any Railbanked Segment(s) pursuant to such a request by BNSF and of the receipt of any required approvals by the STB, the County will cause the NITUs to be vacated on the subject Railbanked Segment(s), in whole or in part, and will file at the STB any required notice and/or other information as may be necessary at that time.

#### 4. NOTICES

Except as otherwise expressly provided in this Agreement, all requests, notices, demands, authorizations, directions, consents, waivers or other communications required or permitted under this Agreement shall be in writing and shall either be: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered via facsimile, with confirmation of receipt with an original deposited postage prepaid in the first class mails of the United States. Such notices shall be addressed to County at:

County  
King County Office of the Executive  
701 Fifth Avenue  
Suite 3210  
Seattle, WA 98104  
ATTN: Chief of Staff

With an additional copy to:

Office of the King County Prosecuting Attorney  
Civil Division  
400 King County Courthouse  
516 Third Avenue  
Seattle, WA 98102  
ATTN: Chief Civil Deputy

or to BNSF at:

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131  
ATTN: Rick Weicher  
Fax No.: 312-850-5677

With an additional copy to:

BNSF Railway Company  
2500 Lou Menk Drive  
Fort Worth, Texas 76131  
Attn: David Rankin

Fax No.: 817-352-2398

or to such person and at such other addresses as either Party may at any time or from time to time designate for itself by notice in accordance herewith. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a Party when received at its address set forth or designated as above provided.

## 5. GENERAL TERMS

(a) Entire Agreement. This Agreement, together with any amendments or exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may be modified only by a writing executed by the Parties.

(b) No Third Party Beneficiaries. Except as otherwise provided in this Agreement, nothing contained in this Agreement, in any provision or exhibit to this Agreement, or in any agreement or provision included in this Agreement by reference, will operate or be construed as being for the benefit of any third person.

(c) Parties. Wherever used in this Agreement, the terms "BNSF" and "County" shall be construed in the singular or plural as the context may require or admit, and shall include the permitted successors and assigns of such parties.

(d) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

(e) Governing Law; Headings; Rules of Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without reference to the conflicts of laws or choice of law provisions thereof. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The Parties agree that this Agreement is the result of negotiation by the Parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

(f) No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

(g) Assignability. The County may assign this Agreement at its discretion, subject to regulatory requirements for transfer of the NITUs.

(h) Time is of the Essence. Time is of the essence in the performance of each Party's obligations under this Agreement.

(i) Incorporation of Exhibits. All exhibits attached to this Agreement will be incorporated by this reference and made a part of this Agreement for all purposes.

(j) Multiple Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

(k) Waiver of Trial by Jury, Venue and Personal Jurisdiction. BNSF AND THE COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT. King County Superior Court or the Federal District Court for the Western District of Washington, both in King County, Washington, shall be the sole and exclusive venues for any action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Agreement or the rights hereunder of either Party; and the Parties hereby agree to submit to the personal jurisdiction of said courts.

(l) Relationship. Nothing in this Agreement shall be deemed or construed by the Parties, nor by any other person, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties.

(m) Authorization. BNSF represents and warrants that it has obtained all necessary corporate approvals authorizing the execution and delivery of this Agreement, and that the execution and delivery of this Agreement will not violate the articles of incorporation or bylaws of such corporation, and will not constitute a material breach of any contract by which such corporation is bound. The County represents and warrants that it has obtained all necessary legislative approvals authorizing the execution and delivery of this Agreement, and that the execution and delivery of this Agreement will not violate the County's Charter or code, and will not constitute a material breach of any contract by which the County is bound.

(n) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized signatory, effective as of the day and year first above written.

BNSF RAILWAY COMPANY

By: Richard E. Weicher  
Name: Richard E. Weicher  
Title: Vice President & General Counsel-Regulatory

KING COUNTY

By: Dow Constantine  
Name: Dow Constantine  
Title: King County Executive

**EXHIBIT A****To Trail Use Agreement****Form of Statement of Willingness to Assume Financial Responsibility****Statement of Willingness to Assume Financial Responsibility**

In order to establish interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29, King County, a political subdivision and body corporate and politic of the State of Washington (Interim Trail User) is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against the right-of-way. The property extends from: (1) railroad milepost 5.0 on the Woodinville Subdivision near \_\_\_\_\_ (Station Name), to railroad milepost 10.60, near \_\_\_\_\_ (Station name), a distance of 5.6 miles in King County, Washington; (2) railroad milepost 11.25 on the Woodinville Subdivision near \_\_\_\_\_ (Station Name), to railroad milepost 23.8, near \_\_\_\_\_ (Station name), a distance of \_\_\_\_\_ miles in King County, Washington; and (3) railroad milepost 0.0 on the Redmond Spur near \_\_\_\_\_ (Station Name), to railroad milepost 7.3, near \_\_\_\_\_ (Station name), a distance of 7.3 miles in King County, Washington. The right-of-way described in item (1) is part of a line of railroad proposed for abandonment in STB Docket No. AB-6 (Sub-No. 464X). The right-of-way described in item (2) is part of a line of railroad proposed for abandonment in STB Docket No. AB-6 (Sub-No. 465X). The right-of-way described in item (3) is part of a line of railroad proposed for abandonment in STB Docket No. AB-6 (Sub-No. 463X).

King County acknowledges that use of the right-of-way is subject to the user continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service.

EXHIBIT B  
To Trail Use Agreement

Map of Three Railbanked Segments  
(Attached)

*on facing page*



**EXHIBIT B**  
**NORTH CORRIDOR CITY SEGMENT**

A strip of land of varying widths situated in a portion of the South half of Section 27 and the East half of Section 34, Township 26 North, Range 5 East, W.M., King County, Washington, and portions of the Northeast quarter of Section 3, the West half and the Southeast quarter of Section 2 and the North half of Section 11, Township 25 North, Range 5 East, W.M., of said County, said strip being all that portion of the BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kenndale, Washington Branch Line, as described by deed recorded under Recording No. 20091218001537, records of said County, said strip described as follows:

COMMENCING at the Northeast corner of the Southwest quarter of said Section 27; thence Westerly along the North line of said Southwest quarter to the originally located centerline of said Railway; thence Southerly along said centerline to the intersection with the South line of the North 50 feet of said Subdivision, said South line being the Southerly right of way margin of NE 124<sup>th</sup> Street and the BEGINNING of a strip of land 100 feet in width, being 50 feet on each side of the following described centerline, said North line being the northerly limits of said strip sidelines; thence continuing Southerly along said centerline to the South line of the Southeast quarter of said Section 27 and the beginning of a strip of land 100 feet in width, being 25 feet easterly of and 75 feet westerly of the following described centerline, said South line being the southerly limits of said 100 foot wide strip sidelines lying northerly of said South line and the northerly limits of said 100 foot wide strip sidelines lying southerly of said South line; thence continuing Southerly along said centerline to a point 1400 feet southerly of the North line of the Northeast quarter of said Section 34 and the beginning of a strip of land 50 feet in width, being 25 feet on each side of the following described centerline; thence continuing Southerly to the South line of the Northeast quarter of said Section 34 and the beginning of a strip of land 100 feet in width, being 50 feet on each side of the following described centerline, said South line being the southerly limits of said 50 foot wide strip sidelines and the northerly limits of said 100 foot wide strip sidelines; thence continuing Southerly and Easterly along said centerline to the South line of said Section 2 and the beginning of a strip of land 125 feet in width, being 75 feet northerly of and 50 feet southerly of the following described centerline, said South line being the southerly limits of said 100 foot wide strip sidelines and the northerly limits of said 125 foot wide strip sidelines; thence continuing Easterly along said centerline to the Southerly right of way margin of Secondary State Highway No. 2-D (NE Redmond Drive) and the terminus of said centerline, said margin being the easterly limits of said strip sidelines.

EXCEPT the East 25 feet of said strip lying southerly of the North line of the Southeast quarter of said Section 34 and northerly of a line situated parallel with and 40 feet northwesterly, as measured at right angles from the centerline of NE 98<sup>th</sup> Court as situated in a portion of the

North half of the Northeast quarter of said Section 2, per the Quit Claim Deed by and between the BNSF Railway Company, grantor and the Port of Seattle, grantee, as disclosed by instrument recorded under Recording No. 20091218001537, records of said County.



WHPacific, Inc.  
12100 NE 195<sup>th</sup> Street Suite 300  
Bothell, WA 98011  
425-951-4800  
Project No. 209.037564

**EXHIBIT C****Statement of Willingness to Assume Financial Responsibility**

In order to establish and continue interim trail use and rail banking under 16 U.S.C. 1247(d) and 49 CFR 1152.29, the City of Redmond, a body corporate and politic of the State of Washington (Interim Trail User) is willing to assume full responsibility for management of, for any legal liability arising out of the transfer or use of (unless the user is immune from liability, in which case it need only indemnify the railroad against any potential liability), and for the payment of any and all taxes that may be levied or assessed against the railroad right-of-way owned by the City of Redmond. The property includes that portion of the Redmond Spur railroad right-of-way located within the City of Redmond and extending southerly from the northerly City limit at roughly railroad milepost 3.4 to the terminus of the Spur at roughly railroad milepost 7.3, a distance of roughly 3.9 miles in King County, Washington. This portion of right-of-way is part of a line of railroad approved for abandonment and Interim Trail Use in STB Docket No. AB-6 (Sub-No. 463X).

A map of the property depicting the relevant portion of right-of-way is attached.

The City of Redmond acknowledges that use of the above-described segment of the Redmond Spur right-of-way is subject to the user continuing to meet its responsibilities described above and subject to possible future reconstruction and reactivation of the right-of-way for rail service.