



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 11, 2012

Ordinance 17503

Proposed No. 2012-0353.3

Sponsors Hague, Phillips, Ferguson,
Patterson, Dunn, von Reichbauer and Lambert

1 AN ORDINANCE approving and authorizing the King
2 County executive to acquire portions of the Eastside Rail
3 Corridor from the Port of Seattle.

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 ("BNSF") rail line corridor, is a forty-two mile railroad corridor that
8 extends south from the city of Snohomish in Snohomish county to the cities of Renton
9 and Redmond in King County, passing through unincorporated King County and the
10 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. The ERC is comprised of a contiguous set of parcels that together offer unique
16 and significant opportunities that would be impossible to recreate if the parcels were
17 disaggregated and sold off to private interests.

18 D. In 2003, BNSF announced its intent to divest itself of the Woodinville
19 Subdivision and Redmond Spur, which encompass the ERC.

20 E. In 2005, the King County council passed Ordinance 15233, which authorized
21 the ERC acquisition project for the preservation of transportation right-of-way in eastside
22 King County cities and made supplemental appropriations in support of the acquisition of
23 the ERC.

24 F. The first time acquisition of the ERC was studied was by the Puget Sound
25 Regional Council, leading to the original vision of potential uses. In May 2007, the Puget
26 Sound Regional Council completed a technical study of the ERC identifying desirable
27 potential uses and examining their general impacts, the comparative costs of such
28 potential uses and the legal or institutional issues associated with preserving or acquiring
29 the ERC. Based on this study, the BNSF corridor advisory committee recommended, for
30 the ERC portion south of Woodinville, that, among other uses, an interim regional
31 multipurpose trail be developed.

32 G. In December 2007, the King County council passed Ordinance 15995, which
33 approved a memorandum of understanding ("MOU") between BNSF, the Port of Seattle
34 and King County that enabled the acquisition of the ERC by the Port of Seattle and called
35 for negotiations between the Port of Seattle and King County concerning the long-term
36 ownership and use of the ERC.

37 H. In May 2008, the King County council passed Ordinance 16084, which
38 authorized the executive to execute agreements with the Port of Seattle that addressed the
39 county's acquisition of property interests in the ERC, including a multipurpose public
40 easement over the ERC, and the timeline and location of trail development within the
41 ERC.

42 I. In May 2008, the Port of Seattle, BNSF and King County executed a purchase
43 and sale agreement and donation agreement that allowed the Port of Seattle to purchase
44 the ERC, called for an agreement between King County and BNSF for "railbanking" of
45 the ERC south of milepost 23.8 and over the entire spur and called for the Port of Seattle
46 to grant a multipurpose easement to King County over the railbanked portion of the ERC.
47 At the same time, King County executed an interlocal agreement with the Port of Seattle
48 to acquire the multipurpose easement for one million, nine hundred three thousand
49 dollars.

50 J. In November 2009, King County entered into an MOU with partners the Port
51 of Seattle, Sound Transit, the city of Redmond, the Cascade Water Alliance and Puget
52 Sound Energy to work together to secure property interests in the ERC in support of
53 transportation, recreation and utility uses.

54 K. In December 2009, BNSF conveyed the ERC to the Port of Seattle and the
55 Port of Seattle conveyed the multipurpose easement to King County.

56 L. Pursuant to the federal National Trails Act and its implementing regulations,
57 16 U.S.C. 1247(d) and 49 C.F.R. 1152.29, in December 2009 King County entered into
58 an interim trail use agreement with BNSF Railway Company to railbank the ERC from
59 Woodinville to Renton as well as the Redmond Spur from Woodinville to Redmond,
60 subject to reactivation for the resumption of interstate freight service. The interim trail
61 use agreement designated King County as the interim trail user for railbanking purposes.

62 M. In December 2009, the King County council passed Ordinance 16738, which
63 requested that the King County executive negotiate contracts to acquire property rights,
64 in addition to those encompassed in the multipurpose easement, in the ERC as envisioned

65 in the 2009 MOU, a primary purpose of which was to ensure that the ERC be developed
66 and operated for the dual purposes of recreational trail and public transportation use
67 while also preserving the ERC for the reactivation of interstate freight service.

68 N. Pursuant to the 2009 MOU, the MOU partners have executed and, as needed,
69 continue to negotiate agreements among them that complete acquisitions of property
70 interests to implement the dual use purpose of the MOU.

71 O. In June 2010, the city of Redmond acquired from the Port of Seattle fee
72 ownership of the ERC from milepost 3.4 to milepost 7.3 of the spur.

73 P. In December 2010, Puget Sound Energy acquired from the Port of Seattle a
74 utility easement over all portions of the ERC main line and spur south of the city of
75 Snohomish in Snohomish county.

76 Q. In April 2012, Sound Transit acquired from the Port of Seattle fee ownership
77 of the ERC from milepost 12.4 to 13.5 of the main line, and a high capacity
78 transportation easement over all other portions of the ERC main line south of milepost
79 23.8 and from milepost 0.0 to 3.4 on the spur. In April 2012, Sound Transit also acquired
80 from the city of Redmond an easement from milepost 3.4 to 7.3 of the spur. These
81 interests allow Sound Transit to develop and operate a commuter rail system throughout
82 the portions of the ERC located within King County.

83 R. In April 2012, the city of Kirkland acquired from the Port of Seattle fee
84 ownership of the ERC from milepost 14.8 to 20.3 of the main line.

85 S. King County has developed, maintains and is seeking to further develop a
86 world-class regional trail system that provides an important mode of transportation and
87 recreation opportunity for a diverse and growing population. Maintaining the ERC in

88 contiguous public ownership offers a once-in-a-lifetime opportunity to expand this
89 regional trail system, encouraging vibrant, prosperous and sustainable communities and
90 safeguarding and enhancing King County's natural resources and environment.

91 T. King County has developed, maintains, and anticipates the need to expand its
92 world-class wastewater treatment system, which currently includes conveyance facilities
93 that run within and cross the ERC.

94 U. King County is aware of and will explore a variety of options to fund the
95 acquisition and development of portions of the ERC to advance its trail, transportation
96 and utility system objectives.

97 V. The city of Redmond has developed and is implementing a plan to build a trail
98 on the city-owned segment of the Redmond spur, from mileposts 3.4 to 7.3. It is in the
99 interest of King County and the city of Redmond to enter into an intergovernmental land
100 transfer agreement to further the mutual goal of a regionally integrated ERC.

101 W. King County has worked with Puget Sound Energy to complete an agreement
102 that clarifies the parties' respective interests in the ERC and ensures that these interests
103 are constructively managed. King County has initiated such discussions with the city of
104 Kirkland and anticipates completing a similar agreement in the near future.

105 X. The property interests in the ERC that will be held by King County, Puget
106 Sound Energy, Sound Transit and the cities of Redmond and Kirkland are intended by
107 these entities to implement the November 2009 MOU vision to share the ERC for public
108 transportation, trail and utility uses in a manner that allows each entity to achieve its
109 purposes and attempts to avoid any frustration of those purposes.

110 Y. It is in King County's interest to execute a purchase and sale agreement with
111 the Port of Seattle in support of outcomes including: providing a well-integrated world-
112 class trail system that supports the regional transportation network; consolidating the
113 property rights that undergird the regional wastewater system that protects water quality
114 and aids economic development; maintaining the ERC's potential to support commuter
115 rail connectivity through the major growth centers in King County's east side; and
116 preserving the ERC for reactivation for the resumption of interstate freight service.

117 Z. The county has established policy requiring a regional planning process to
118 include the principal owners, with input from stakeholders to ensure coordinated, dual
119 usage of the ERC. The county remains committed to that policy goal and to the
120 implementation of the Eastside Rail Corridor Regional Advisory Council. Among the
121 many uses that the advisory council should consider will be the careful consideration of
122 the restoration of excursion passenger rail service.

123 AA. The county's acquisition of ownership interests on the ERC will be funded in
124 part by one million four hundred forty-nine thousand one hundred four dollars, which
125 was appropriated through Ordinance 17500 (Proposed Ordinance 2012-0352). These
126 moneys shall be transmitted to the Port of Seattle within thirty days of closing.

127 BB. It is critical to achieve trail and rail interconnectivity within the ERC.

128 CC. The high capacity transportation, regional trail and county wastewater
129 facilities that are to be located in the ERC will be of significant public benefit and
130 constitute essential public facilities. As essential public facilities, these transportation,
131 trail and wastewater uses are subject to the requirements of the Growth Management Act,

132 chapter 36.70A RCW. The region will work cooperatively to site essential public
133 facilities in an equitable manner.

134 DD. The ERC will be a dual use transportation corridor, which is a corridor that
135 will provide for the co-location of motorized public transportation facilities and regional
136 trail facilities.

137 SECTION 2. A. The King County council hereby approves King County's
138 acquisition of portions of the ERC from the Port of Seattle for a purchase price of up to
139 fifteen million eight hundred thousand dollars consistent with a purchase and sale
140 agreement substantially in the form of Attachment A to this ordinance.

141 B. The King County executive is hereby authorized to execute a purchase and
142 sale agreement substantially in the form of Attachment A to this ordinance with a
143 purchase price of up to fifteen million eight hundred thousand dollars, and to implement
144 the terms of this agreement and to execute any documents necessary to carry out the
145 transaction authorized by the purchase and sale agreement.

146 SECTION 3. Before the executive may propose any transfer property in lieu of
147 and satisfaction of all or a portion of the purchase price to the Port of Seattle under
148 Section 2.1.2 of the purchase and sale agreement, the executive must obtain the approval
149 by ordinance of the council. Further, the executive shall no later than eighteen months
150 after the closing called for by the purchase and sale agreement prepare and submit to the
151 council an ordinance for approval of a financing plan to pay the purchase price. The
152 executive shall submit the financing plan and ordinance required by this section in the
153 form of a paper original and an electronic copy with the clerk of the council, who shall

154 retain the originals and provide electronic copies to all councilmembers and to the
155 council's director of strategic policy initiatives.

156 SECTION 4. Before the King County executive may proceed with any rail track
157 removal, the executive must coordinate with Sound Transit and obtain the approval by
158 motion of the King County council. The executive shall submit the rail removal plan and
159 motion in the form of a paper original and electronic copy with the clerk of the council,
160 who shall retain the originals and provide electronic copies to all councilmembers and to
161 the council's director of strategic policy initiatives.

162 SECTION 5. It is in the interest of King County to designate the planned trail
163 area as defined in the reciprocal coordination and cooperation covenant agreement in
164 Ordinance 17501 (Proposed Ordinance 2012-0354) quickly in order to protect its
165 property interests in the corridor. Designation of the planned trail area is not a decision
166 on the location of a trail, which decision will be made through a planning process that
167 requires King County council approval. Such designation also does not foreclose
168 locating the trail in any portion of the ERC through that planning process. Rather,
169 designation of the planned trail area is part of the county's acquisition of the corridor
170 from the Port of Seattle and the property interests in the reciprocal coordination and
171 cooperation covenant agreement from Puget Sound Energy. The planned trail area shall
172 not be designated in a location that would make potential future high capacity transit
173 development cost-prohibitive. Any obligations that exist under Sound Transit's
174 transportation easement for the benefit of King County shall not be considered cost-
175 prohibitive. The King County executive shall submit to the King County council by

176 January 30, 2013, a proposal for perfecting the planned trail area consistent with the
177 reciprocal coordination and cooperation covenant agreement as part of the dual use plan.

178

Ordinance 17503 was introduced on 8/27/2012 and passed as amended 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 20th day of December, 2012.


Dow Constantine, County Executive

RECEIVED
2012 DEC 21 AM 10:05
CLERK
KING COUNTY COUNCIL

Attachments: A. Real Estate Purchase and Sale Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____ ("Effective Date") by and between the Port of Seattle, a municipal corporation of the State of Washington ("Port") and King County, a political subdivision of the State of Washington ("County"). The Port and the County are hereinafter sometimes referred to collectively as the "Parties".

RECITALS

A. The Port, County and BNSF Railway Company ("BNSF") entered into a Purchase and Sale Agreement and a Donation Agreement dated May 12, 2008 (collectively the "Transfer Agreements") in order to transfer ownership of real property developed as a rail corridor and commonly known as the Woodinville Subdivision from BNSF to the Port, and to facilitate the County's use of portions of the Woodinville Subdivision for regional recreational trail and other public uses and transportation uses. BNSF conveyed the Woodinville Subdivision to the Port through deeds dated December 18, 2009 ("BNSF Deeds").

B. The County desires to acquire from the Port those portions of the Woodinville Subdivision located between the City of Woodinville and the City of Renton, Washington ("South Segment"), and the City of Woodinville and the City of Redmond, Washington ("Redmond Spur"), approximate mileposts 23.8 and 5.0, and 0.0 and 3.4, as legally described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the South Segment and the Redmond Spur are referred to as the "Land"). The County also desires to acquire from the Port an easement over a segment of the Woodinville Subdivision located between approximately milepost 23.8 and 27.4 currently in use as an active freight corridor and legally described in Exhibit B attached hereto and incorporated herein by this reference (the "Easement").

C. The Land is "railbanked" in accordance with 16 U.S.C. 1247(d) to protect this rail transportation corridor and preserve it for future reactivation of rail service, and to allow interim regional recreational trail and other public uses and transportation uses while railbanked. The County was approved as an Interim Trail User for the Land by the Surface Transportation Board ("STB") for the purpose of "railbanking" the Land. Concurrent with the Port's acquisition of the Woodinville Subdivision, the Port and the County entered into that certain Public Multipurpose Easement dated as of December 18, 2009 ("Multipurpose Easement"), which among other things, grants the County certain rights to acquire, develop, maintain and operate a public hard or soft-surface regional trail for public pedestrian, bicycle or other non-motorized uses over the Property in its capacity as the Interim Trail User for the Land. The Multipurpose Easement will terminate on the Land through the doctrine of merger when the County acquires the Land.

D. Concurrent with execution of the Transfer Agreements, the Port and the County entered into an Interlocal Agreement regarding the Eastside Rail Corridor ("Interlocal Agreement"). As set forth in Section 10 of the Interlocal Agreement, the Interlocal Agreement will terminate when the County acquires the Land from the Port, except as to the terms of Sections 7.1, 7.2 and 7.3 of the Interlocal Agreement concerning the County's right of first

opportunity to acquire and the potential future railbanking of the Freight Property (as defined in the Interlocal Agreement), which will continue in full force and effect.

E. On November 5, 2009, the Port entered into a Memorandum of Understanding ("MOU") with the County, Sound Transit, Cascade Water Alliance, Puget Sound Energy ("PSE") and the City of Redmond (collectively "Regional Partners") setting forth the mutual understanding of the parties for the completion of future transactions where the Regional Partners would purchase from the Port interests in the Woodinville Subdivision and thus share in the cost of acquiring it.

F. Consistent with the MOU, on June 30, 2010, the Port sold to the City of Redmond the portion of the Woodinville Subdivision located within the Redmond city limits.

G. On December 21, 2010 the Port sold to PSE the "South Rail Line Easement" and the "North Rail Line Easement" over the Woodinville Subdivision and the Redmond Spur (together "PSE Easements").

H. Consistent with the MOU, on April 11, 2012 the Port sold to Sound Transit approximately one mile of the Woodinville Subdivision located between mileposts 12.4 and 13.5, and an easement for high capacity transportation uses over the rest of the Property ("Sound Transit Easement").

I. On April 13, 2012 the Port sold to the City of Kirkland approximately 5.5 miles of the Woodinville Subdivision located mostly within the City of Kirkland with a small portion located within the City of Bellevue.

J. The County and the Port are entering into this Agreement pursuant to the authority granted in Chapter 39.33 Revised Code of Washington, (Intergovernmental Disposition of Property Act) which permits a political subdivision of the State of Washington to sell real property to the state or any municipality or any political subdivision thereof on such terms and conditions as may be mutually agreed upon by the proper authority of the state and/or the subdivisions concerned.

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The Property. The Port agrees to sell to the County, and the County agrees to purchase from the Port, the Property. The Property includes the tracts or parcels of land, described in Exhibit A attached hereto ("Land"), together with all of the Port's right, title and interest in and to the buildings (if any) located on the Land ("Buildings"), all of the Port's right, title, and interest in any tangible personal property and fixtures of any kind owned by the Port and attached to or used exclusively in connection with the ownership, maintenance or operation of the Land or the Buildings, if any ("Personalty"); all of the Port's right, title and interest in and

to all Third Party Leases, Licenses and Contracts (defined in 3.1 below) associated with the Property as of the date of Closing; and the Easement under such terms as set forth in Exhibit B.

1.1 The Land, the Buildings, the Personalty and the Easement are hereafter referred collectively herein as the "Property." *Notwithstanding the foregoing*, all references to "Property" in Sections 10 and 12 and Subsections 11.2.4, 11.2.5, 11.6, 13.1, 13.2, 13.3 and 13.5 of this Agreement shall be deemed to exclude the Easement.

2. Payment Obligation. The total purchase price is _____ (\$_____) for the Property ("Purchase Price"). The County is credited with One Million Nine Hundred and Three Thousand Dollars (\$1,903,000) toward the Purchase Price, which was paid by the County when it acquired the Multipurpose Easement. The remainder of the Purchase Price in the amount of _____ (\$_____) shall be due and payable on the date that shall be no later than three (3) years from the Closing Date ("Payment Obligation Date"). The County shall pay interest on any portion of the Purchase Price that remains outstanding from the time of Closing until the Purchase Price is paid in full whether in cash, in accordance with Subsection 2.1, or a combination of both. Interest shall be compounded annually at the rate of 2.832306% until full satisfaction of the Purchase Price.

2.1 In lieu of and satisfaction of all or a portion of the Purchase Price and subject to the approval of the Port Commission and the County Council, the County may convey the surplus County property or properties to the Port ("Surplus Property List") set forth in Exhibit C attached hereto and incorporated herein.

The conveyance of any of these properties shall be on such terms as may be agreed to by the Port and the County (referred to herein as "Transfer Property" whether it is a single property or more than one property), subject to the following provisions:

2.1.1 The fair market value of a Transfer Property must be established by an appraisal by an MAI appraiser. In the event the legislative bodies of the Port and the County approve a Transfer Property, the County will receive a credit against the Purchase Price equivalent to the fair market value of an approved Transfer Property.

2.1.2 Within twenty-four (24) months from the date of Closing the County will identify for the Port in writing which Transfer Properties from the Surplus Property List that it desires to convey to the Port in lieu of and satisfaction of all or a portion of the Purchase Price ("Transfer Property Notice"). The County shall at the same time provide the Port with the following information and materials for each Transfer Property listed in the Transfer Property Notice, to the extent known by and in the possession or control of the County: (i) the address/legal description of the Transfer Property; (ii) any surveys; (iii) all reports detailing the condition of the Transfer Property, including all environmental reports, whether performed by or on behalf of the County, its predecessors in interest or other third party; (iv) leases or other agreements/contracts, encumbrances on the Transfer Property; and (v) all final appraisal reports of the proposed Transfer Property. The County shall provide the Port with copies of all final appraisal reports, environmental reports and title reports produced by a title company within the County's possession or control regarding any Transfer Property listed in the Transfer Property

Notice even if the County deems such reports as privileged attorney-client or work product material, but will not otherwise be required to provide privileged attorney-client or work product material.

2.1.3 Thereafter, the Port may conduct due diligence on any Transfer Property proposed by the County, subject to appropriate right of entry agreements to be reasonably agreed upon by the Parties. Within one hundred and twenty (120) days of the Transfer Property Notice, the Port will indicate which of the Transfer Properties it would accept ("Acceptance Notice").

2.1.4 Thereafter, with regard to any Transfer Property that the Port has accepted in the Acceptance Notice, the Port and the County shall promptly take action to jointly agree on and retain an MAI appraiser to appraise the Transfer Property(ies). The Port and the County shall participate jointly in all communications with the appraiser, and shall review and agree on any assumptions the MAI appraiser uses in the appraisal assignment. Further, the Port and the County shall negotiate the terms of a purchase and sale agreement based on the County's standard agreement form for the proposed Transfer Property, provided that by agreeing to use the County's standard form as the basis for negotiations, the Port is not bound to accept any of the provisions included in the County's standard form agreement. The Port and the County shall complete the appraisal and negotiations within one hundred and twenty (120) days of the Acceptance Notice. Within thirty (30) days of the date the parties reach agreement, the Port and County shall submit such agreement with a recommendation to approve it to their respective legislative bodies. The Parties respective legislative bodies shall have sixty (60) days ("Legislative Review Period") to approve by an effective ordinance or resolution, as the case may be, the conveyance of the proposed Transfer Property. If during the review of a proposed Transfer Property by the Parties' legislative bodies it becomes necessary to extend the Legislative Review Period and/or the Payment Obligation Date to allow a reasonable amount of additional time for review by the legislative bodies, the Port and the County shall agree in writing to extend the Legislative Review Period and/or the Payment Obligation Date, as the case may be, for up to an additional sixty (60) days for those purposes. If the legislative body of the Port or County fails to take action within the Legislative Review Period it shall be deemed to have rejected a proposed Transfer Property, unless the Parties agree otherwise in writing.

2.1.5 In the event the Port Commission and the County Council both timely approve the conveyance of Transfer Property proposed by the County under Subsection 2.1.2, the County shall pay the Purchase Price to the Port less the amount of the value of the Transfer Property plus interest in accordance with Section 2, and shall convey the Transfer Property to the Port by the later of (a) the Payment Obligation Date as set by this Agreement or extended by the Parties pursuant to Subsection 2.1.4 or otherwise or (b) sixty (60) days from the date both the Port Commission and the County Council have approved the conveyance of the proposed Transfer Property.

2.1.6 In the event either the Port under Subsection 2.1.3, or the Port Commission under Subsection 2.1.4 rejects a Transfer Property proposed by the County under Subsection 2.1.2, the County shall pay the Purchase Price to the Port less the amount that would have been credited to the County based on the value established by an appraisal by an MAI appraiser of a rejected Transfer Property plus all interest owing on the Purchase Price in accordance with Section 2 of this Agreement, from the date of Closing to the date of payment under this Subsection 2.1.6, by the later of (a) the Payment Obligation Date as set by this

Agreement or extended by the Parties pursuant to Subsection 2.1.4 or otherwise or (b) sixty (60) days from the date the Port or Port Commission rejected the proposed Transfer Property.

2.1.7 Subsequent to rejection of a Transfer Property proposed pursuant to Subsection 2.1.2, the Parties shall in good faith negotiate to identify a substitute Transfer Property that is on the Surplus Property List to be conveyed by the County to the Port within nine (9) months of the County's payment of the Purchase Price ("Negotiation Extension Period"). If the Parties are unable to reach agreement (including approval by each Party's legislative body) on a substitute Transfer Property during the Negotiation Extension Period after making a good faith effort to do so, then the County shall pay the remainder of the Purchase Price, plus all interest owing on the Purchase Price in accordance with Section 2 of this Agreement, to the Port within sixty (60) days after the end of the Negotiation Extension Period.

2.1.8 In the event the Port Commission accepts a Transfer Property under Subsection 2.1.4 and the County Council rejects a Transfer Property under Subsection 2.1.4 proposed by the County under Subsection 2.1.2, the County shall pay the Purchase Price, plus all interest owing on the Purchase Price in accordance with Section 2 of this Agreement, to the Port by the later of (a) the Payment Obligation Date as set by this Agreement or extended by the Parties pursuant to Subsection 2.1.4 or otherwise or (b) sixty (60) days from the date the County Council rejected the proposed Transfer Property.

2.1.9 The County may at any time prior to the Payment Obligation Date withdraw a property on the Transfer Property Notice and instead pay cash in the amount of the value of the withdrawn property, provided, that in such case the County shall pay the Port the reasonable and documented costs incurred by the Port to perform due diligence on each such Transfer Property up to a maximum amount of Twenty Five Thousand Dollars (\$25,000) per withdrawn Transfer Property.

2.2 The provisions of this Section 2 shall survive the Closing of the transactions contemplated in this Agreement.

3. Title.

3.1 Nature of Title. The Property shall be conveyed with no warranties of title and shall be subject to all matters affecting the Property as of the Effective Date, whether of record or not, including but not limited to (i) matters which would be disclosed by a current, accurate survey of the Property; and (ii) the rights granted to third parties pursuant to any third party lease, license, permit, occupancy agreement or other agreement demising space in or providing for the use or occupancy of the Property ("Third Party Leases, Licenses and Contracts"). The Port represents and warrants that Schedule 1 attached to this Agreement and incorporated herein by this reference, contains a complete list of Third Party Leases, Licenses and Contracts of which the Port has knowledge. The County acknowledges and affirms that the Port may not hold fee simple title to the Property, that the Port's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. The County is willing to accept the Property on this basis.

3.2 Title Review. The County shall have until the end of the Due Diligence Period to notify the Port of any objections the County has to any matters shown or referred to in

a Title Commitment or identified in the Schedule 1 Third Party Leases, Licenses and Contracts that were done or suffered during Port's ownership of the Property ("Objectionable Title Matters"). Any exceptions or other items that are set forth in the Title Commitment or Schedule 1 and were in existence when the Port acquired the Property from BNSF on December 18, 2009 shall be deemed to be permitted exceptions ("Permitted Exceptions"). With regard to Objectionable Title Matters to which the County does object within the Due Diligence Period, the Port shall notify the County within ten (10) days after the Port receives the County's notice whether the Port is not able or willing to remove or otherwise resolve the County's request. At Closing all remaining Objectionable Title Matters shall be deemed to be Permitted Exceptions. Notwithstanding the foregoing, all monetary liens or encumbrances placed on the Property during the term of the Port's ownership and resulting from Port action or inaction, shall be paid by the Port at Closing.

4. Inspection and Contingencies.

4.1 Due Diligence Inspection. The County, its designated representatives or agents shall have the right, at County's expense to enter upon the Property to (i) perform any and all tests, inspections, studies, surveys or appraisals of the Property deemed necessary, on any subject, by the County; and (ii) examine due diligence materials pertaining to the Property that are provided by the Port. The County shall indemnify and hold harmless the Port from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or the Port as a result of actions taken by the County or its contractors in connection with any of the County's due diligence inspection activities under this Agreement.

4.2 PSE Easement. The County's performance under this Agreement is contingent on the Port and PSE amending the South Rail Line Easement to include the portions of the Woodinville Subdivision between MP 23.45 and 23.8 and the portions of the Redmond Spur included in the North Rail Line Easement, and to amend the North Rail Line Easement to exclude those segments.

4.3 Legislative Approval Contingency. The County's and the Port's performance under this Agreement are contingent on approval of this Agreement by each entity's respective legislative body ("Legislative Approval Contingency").

4.4 Removal of Contingencies. The Parties shall have until sixty (60) days after the Effective Date ("Due Diligence Period") to satisfy or waive each entities' respective Contingencies. The Parties may only satisfy or waive such Contingencies by issuing written notice thereof to the other pursuant to Section 15 herein. If all Contingencies are not removed within the Due Diligence Period, then Closing shall be delayed until the contingencies can be satisfied or waived, provided however, that if either legislative body fails to approve this Agreement within one hundred eighty (180) days after the Effective Date then either party may terminate this Agreement, in which case neither party shall have any further rights or obligations under this Agreement.

4.5 Assistance with Due Diligence. The Port shall exercise prompt and commercially reasonable efforts to cooperate with County's due diligence activities. The Port shall promptly deliver, or make available, to County all documents and materials concerning the

Property which County may request during the Due Diligence Period that are in the Port's possession or control and that are not subject to attorney-client privilege or otherwise prohibited from being disclosed by law, except that the Port shall provide the County with copies of all final appraisal reports, environmental reports and title reports produced by a title company within the Port's possession or control even if the Port deems such reports as privileged attorney-client or work product material.

5. Condition of the Property.

5.1 The County has been allowed to make an inspection of the Property. Subject to the Port's express representations, warranties and obligations under this Agreement, **THE COUNTY IS PURCHASING ITS INTERESTS IN THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, IS NOT RELYING ON, AND HEREBY WAIVES ANY WARRANTY OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM THE PORT WITH RESPECT TO ANY MATTERS CONCERNING THE PROPERTY** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, or under the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the Third Party Leases/Licenses permits, orders, or other agreements, affecting the Property (collectively, the "Condition of the Property").

5.2 The County represents and warrants to the Port that except for the Port's express representations, warranties and obligations under this Agreement, the County has not relied and will not rely on, and the Port is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto made or furnished by the Port, any agent or contractor of the Port, or any real estate broker or agent representing or purporting to represent the Port, to whomever made or given, directly or indirectly, orally or in writing.

5.3 Subject to the Port's express representations, warranties and obligations under this Agreement, the County assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by the County's or other prior inspections and except to the extent of the Port's express representations, warranties and obligations under this Agreement, the County waives, releases and discharges forever the Port from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown (collectively, "Losses"), which the County might have asserted or

alleged against the Port arising from or in any way related to the Condition of the Property or the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) Losses for injury or death of any person, and (c) Losses arising under any Environmental Law enacted after transfer of the Property. The term "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 Water Pollution Control Act, laws concerning above ground or underground storage tanks, and any similar or comparable state or local law. The term "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 oil and any of its fractions.

5.4 The County and the Port acknowledge that the Port's willingness to convey the Property reflects that the Property is being conveyed subject to the provisions of this Section 5.

5.5 Notwithstanding any provision of this Agreement to the contrary, the provisions of this Section 5 shall survive the Closing of the transaction contemplated herein and the delivery of the Deed to the County.

6. Closing Conditions.

6.1 The County's obligation to purchase the Property shall be subject to the following conditions that must be satisfied as of Closing or such earlier date as specified below:

6.1.1 All representations and warranties of the Port contained herein shall be true, accurate and complete in all material respects at the time of Closing as if made again at such time; and

6.1.2 The Port shall have provided the County with an updated Schedule 1 reflecting any Third Party Leases, Licenses and Contracts of which the Port has become aware or has entered into since the date of this Agreement, and the Port shall have provided the County with an updated list of all pending requests for Third Party Interests together with all correspondence and documents related thereto that have not previously been provided to the County and that are not subject to attorney-client privilege or work product; and

6.1.3 The Port shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance).

If the conditions set forth in this Subsection 6.1 are not satisfied as of Closing and the County does not waive the same, the Port and the County shall extend the Closing Date an additional thirty (30) days.

6.2 The Port's obligation to sell the Property shall be subject to the following conditions that must be satisfied as of Closing:

6.2.1 All representations and warranties of the County contained herein shall be true, accurate and complete in all material respects at the time of Closing as if made again at such time; and

6.2.2 The County shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance).

If the conditions set forth in this Subsection 6.2 are not satisfied as of Closing and the Port does not waive the same, the Port and the County shall extend the Closing Date an additional thirty (30) days.

7. Representations and Warranties of the Port. The Port hereby makes the following representations and warranties, which representations and warranties shall be deemed made by the Port to the County as of the Effective Date and as of the Date of Closing:

7.1 From the date of this Agreement to the Date of Closing, the Port will timely perform all of obligations required by the terms of this Agreement to be performed by the Port.

7.2 From the date of this Agreement to the Date of Closing, the Port will notify the County of each event of which the Port becomes aware is affecting the Property or any part thereof, promptly upon learning of the occurrence of such event.

7.3 The Port is a municipal corporation of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby.

7.4 From the Effective Date to the Date of Closing, the Port will not grant, create or amend any easement, right-of-way, encumbrance, restriction, covenant, lease, license, permit, option to purchase or other right which would affect the Property prior to or after Closing ("Third Party Interests") without the County's written consent first having been obtained. The Port may during this time period continue to process requests for such New Third Party Interests that do not grant permanent rights subject to the County's consent. The Port will promptly provide the County with a list of all requests for Third Party Interests pending as of the Effective Date together with any correspondence and documents related thereto and that are not subject to attorney-client privilege or work product. The Port will also promptly provide the County with any requests and related correspondence and documents that are made or generated between the date of this Agreement to the Date of Closing and that are not subject to attorney-client privilege

or work product. At Closing the Port will provide an updated list of all pending requests for Third Party Interests together with all correspondence and documents related thereto that have not previously been provided to the County and that are not subject to attorney-client privilege or work product.

7.5 Except as disclosed in writing to the County during the Due Diligence Period, there is no pending, or to the Port's actual knowledge, threatened lawsuit or material claim against or relating to the Port with respect to the Property that would impede or materially affect the Port's ability to perform the terms of this Agreement, and there is no pending or, to the Port's actual knowledge, contemplated condemnation or similar proceeding with respect to the Property or any part thereof.

8. Representations and Warranties of the County. The County hereby makes the following representations and warranties, which representations and warranties shall be deemed made by the County to the Port as of the Effective Date and as of the Date of Closing:

8.1 From the date of this Agreement to the Date of Closing, the County will timely perform all of obligations required by the terms of this Agreement to be performed by the County.

8.2 The County is a political subdivision of the State of Washington, duly organized, validly existing and in good standing under the laws of the State of Washington, has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations under this Agreement and the transactions contemplated hereby.

9. Multipurpose Easement. Upon the County's acquisition of the Property at Closing the Multipurpose Easement will automatically terminate through the doctrine of merger as to the Land, but not as to any other portions of the Woodinville Subdivision that are currently encumbered by the Multipurpose Easement and that are not being conveyed under this Agreement because the Port no longer owns a fee interest in such portions. The Multipurpose Easement includes obligations on the part of the Port and the County to indemnify, defend and hold harmless the other, and the Parties acknowledge and agree that those obligations in Sections 4.2.2, 4.2.3, 4.2.5 and 4.3 of the Multipurpose Easement will continue in full force and effect after Closing but only to the extent any such obligation arose or any such occurrence occurred during the term of the Multipurpose Easement (such term defined as occurring between December 18, 2009 through the Date of Closing of this transaction), and specifically excluding any obligations that arose or occurrence that occurred *prior to* December 18, 2009.

10. Hazardous Substances.

10.1 Section 7 of the Transfer Agreements, to which the County is a party and the BNSF Deeds by which the Port acquired the Property from BNSF, to which the County is also a party, obligate BNSF, in specified situations, to "pay to the Port or County the costs to investigate, remediate, respond to or otherwise cure (collectively, "Remediate" or "Remediation") any Hazardous Substance releases, or any violation of Environmental Laws prior to Closing, to the extent occurring as a result of the operations of BNSF or its corporate predecessors, or the agents, employees, invitees or contractors of BNSF or its corporate

predecessors." The Transfer Agreements and the BNSF Deeds further obligate BNSF to "pay to the Port or County such costs to Remediate as and when required by and in accordance with Environmental Laws to standards for the Property that the applicable regulatory agency would apply had the Property continued to be used as a freight railroad, and to standards for other affected properties that the applicable regulatory agency would apply for such properties," and only to the extent such Remediation is "ordered or approved by the applicable regulatory agency." Section 7 of the Transfer Agreements and the BNSF Deeds further state that "[t]he Section 7 obligations running from BNSF to the Port and County, and the Section 7 rights running to BNSF from the Port and the County, will be allocated as between the Port and County in the manner separately agreed to by the Port and the County." The Port and the County hereby agree that as of Closing the Section 7 obligations running from BNSF to the Port and the County will be allocated solely to the County, and the Section 7 rights running to BNSF from the Port and the County will also be allocated solely to the County.

10.2 To the extent BNSF is not required to Remediate Hazardous Substance releases or violations of Environmental Laws solely because the Port caused or materially exacerbated such releases or violations of Environmental Laws during the Port's period of ownership of the Property, the Port will be responsible to pay to the County such costs to Remediate as and when required by and in accordance with Environmental Laws to standards for the Property that the applicable regulatory agency would apply had the Property continued to be used as a freight railroad, and to standards for other affected properties that the applicable regulatory agency would apply for such properties, but only to the extent such Remediation is ordered or approved by the applicable regulatory agency.

10.3 Other than the Port's obligations under Subsection 10.2, as between the Port and the County, the County will be responsible for all costs of Remediation of Hazardous Substances released on or from the Property and for all violations of Environmental Laws.

10.4 The terms "Hazardous Substances," "Environmental Laws," and "Remediate" or "Remediation" are defined as in the Transfer Agreements.

10.5 Survival. Notwithstanding any provision of this Agreement or the Easement to the contrary, the provisions of this Section 10 shall survive the Closing of the transaction contemplated herein and the delivery of the Deed to the County.

11. Closing.

11.1 Time and Place. The closing of this sale ("Closing") shall take place at the offices of First American Title, Seattle, Washington, escrow agent for the closing of this transaction ("Escrow Agent"), within thirty (30) days of the removal of all Contingencies ("Date of Closing"); provided, however that either party may extend the Date of Closing for up to thirty (30) days by giving written notice of such extension to the other party at least fifteen (15) days in advance of the Date of Closing.

11.2 Port Obligations. At or before Closing, the Port shall deliver to Escrow Agent, for delivery to the County, the following:

11.2.1 Quit Claim Deed. A fully executed Quit Claim Deed in substantially the form attached hereto as Exhibit D (“Deed”);

11.2.2 Easement. An executed Easement in substantially the form attached hereto as Exhibit B; and

11.2.3 Excise Tax Affidavit. An appropriate excise tax affidavit, signed and notarized by the responsible and authorized officials of the Port;

11.2.4 Third Party Leases. A fully executed assignment to the County, in the form attached hereto as Exhibit E, of all of the Port’s right, title and interest in and to the Third Party Leases, Licenses or Contracts listed in Schedule 1 hereto that affect the Property, and of any other Third Party Leases, Licenses or Contracts that pertain to the Property and of which the Port acquires knowledge prior to Closing (collectively, the “Leases”); and

11.2.5 Bill of Sale. A fully executed Bill of Sale in substantially the form attached hereto as Exhibit F; and

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

11.3 County’s Obligations. At or before Closing, the County shall deliver to Escrow Agent, for delivery to the Port, the following:

11.3.1 Excise Tax Affidavit. An appropriate excise tax affidavit, signed and notarized by the responsible and authorized officials of the County; and

11.3.2 Easement. An executed Easement in substantially the form attached hereto as Exhibit B; and

11.3.3 Other Documents. Such other documents and funds as may be required to close this transaction.

11.4 Proration. All taxes, assessments, interest and other income and expenses associated with the Property, shall be prorated as of Closing; *Provided*, that the requirement for proration of Rents (as that term is defined in Subsection 11.6 below) shall apply only to Third Party Leases, Licenses and Contracts with cumulative annual payments exceeding Five Hundred Dollars (\$500.00).

11.5 Closing Costs. The Port and the County shall share equally the escrow fees with respect to the sale of the Property. To the extent the County is able to obtain title insurance for the Property, the County shall be solely responsible for the cost of title insurance premiums, title endorsements, extended coverage or other title coverage requested by the County.

11.6 Lease Payments.

11.6.1 No later than forty-five (45) days before Closing the Port shall forward to the County a list of all Third Party Leases, Licenses and Contracts, and no later than thirty (30) days before Closing the Port and the County shall jointly review the list of Third Party Leases, Licenses and Contracts and agree in writing as to which ones will require proration under Subsection 11.4, and how the proration will be handled consistent with this Subsection 11.6.

11.6.2 The Port shall be entitled to all sums due from those Third Party Leases, Licenses and Contracts subject to proration under Subsection 11.4 (collectively "Rents") owing for the month in which the Closing occurs (regardless of when the Rents are paid) for the portion of the Property to which such agreements relate. The Port shall not receive a credit for any such Rents that are due but unpaid as of the Date of Closing but the County shall remit to the Port the Port's prorated portion of any such Rents received by it after such Closing. The County shall be entitled to any Rents owing for time periods after the month in which the Closing occurs (regardless of when the Rents are paid) for the portion of the Property to which such agreements relate and the Port shall pay to the County the County's prorated portion of any such Rents received by the Port, if any, after the Date of Closing.

11.6.3 On the day after the Date of Closing (or the next business day, if it should fall on a weekend or holiday), the Port and the County shall send or deliver to the tenants and other obligated persons under the Third Party Leases, Licenses or Contracts, a letter in a form mutually acceptable to the Port and the County advising of the sale of the Property and instructing such tenants or obligated persons to make all future payments due under the Third Party Leases, Licenses or Contracts to the County or the County's designated agents ("New Owner Letter"). The New Owner Letter shall also advise such tenants or obligated persons that may be in arrears as of the Date of Closing that all Rents due for the month in which the Closing occurred shall be remitted to the Port. All Rents received by the County after the date of Closing shall be applied first to current rents and then to rents in arrears. In the event the County receives any rents in arrears due to the Port, the County shall remit them to the Port within thirty (30) days of receipt. The County shall have no obligation to collect any sums in arrears owed to the Port. In the event the Port receives any rents due to the County, the Port shall remit them to the County within thirty (30) days of receipt. Within thirty (30) days after Closing the Port shall pay to the County the amount, if any, of all Rents owed to the County and all security or other deposits held by the Port under the Third Party Leases, Licenses or Contracts. This Subsection 11.6 shall survive the Closing of the transaction contemplated under this Agreement and delivery of the Deed to the County.

12. Possession. The County shall be entitled to possession of the Property immediately following Closing.

13. Indemnification.

13.1 By Port. Subject to and without in any way limiting the provisions of Sections 5 and 10 of this Agreement, the Port shall pay, protect, pay the defense costs of, indemnify and hold the County and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of

any representation, warranty or agreement of the Port set forth in this Agreement; (b) the failure of the Port to perform any obligation required by this Agreement to be performed by the Port; (c) liabilities arising out of the ownership, maintenance and/or operation of the Property by the Port prior to Closing; or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the Port, its agents or employees, that occurred prior to Closing. The Port upon notice from the County shall defend any such claim at its expense and with counsel reasonably satisfactory to the County. This indemnification shall survive the closing of the transaction contemplated by this Agreement and the delivery of the Deed to the County. This indemnification is intended for the sole benefit of the County and shall not inure to the benefit of any third party.

13.2 By County. Subject to and without in any way limiting the provisions of Sections 5 and 10 of this Agreement, the County shall pay, protect, pay the defense costs of, indemnify and hold the Port and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of the County set forth in this Agreement; (b) failure of the County to perform any obligation required by this Agreement to be performed by the County; (c) liabilities arising out of the ownership, maintenance and/or operation of the Property by the County after Closing; or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the County, its agents or employees, that occurred after Closing. County upon notice from the Port shall defend any such claim at its expense and with counsel reasonably satisfactory to the Port. This indemnification shall survive the closing of the transaction contemplated by this Agreement and the delivery of the Deed to the County. This indemnification is intended for the sole benefit of the Port and shall not inure to the benefit of any third party.

13.3 Additional Indemnification Provisions. Solely to give full force and effect to the indemnification provisions contained herein and not for the benefit of any person, each party specifically and expressly waives any immunity it may have under the Washington State Industrial Act, RCW Title 51 or any other industrial insurance, workers' compensation or similar laws of the State of Washington and acknowledge that this waiver was mutually negotiated by the parties hereto as part of the consideration for this Agreement. This provision shall not be interpreted or construed as a waiver of any party's right to assert such immunity, defense or protection directly against any of its own employees. In no event shall either party's indemnification obligations under this Agreement be limited to the extent of any insurance available to or provided by the obligated party.

13.4 The Parties acknowledge that a lawsuit has been filed in King County Superior Court under Cause No. 10-2-25591-5 SEA in that certain case captioned Lane, et al v. the Port of Seattle et. al. ("Lane") challenging the authority of the Port to purchase portions of the Woodinville Subdivision and seeking various remedies including rescission of the purchase of certain portions of the Property by the Port. If, at any time subsequent to Closing, a final judicial decree in Lane nullifies, changes, or alters all or any portion of the County's or Port's acquisition of interests in the Property (1) such action shall not be a breach of the Representations and Warranties of either the Port or the County, and (2) upon thirty (30) days written notice from the County, the Port shall deliver to the County the amount of the Purchase

Price paid by the County to the Port at the time of the County's notice (the "Full Reimbursement"); provided, however, if the Lane action nullifies only a portion of the Port's or the City's acquisition of interests in the Property, the County shall cause its appraiser to value the portion of the property rights affected by such action as of the Date of Closing (the "Appraised Value") and the Parties shall reduce the Full Reimbursement by an amount equal to the Appraised Value (the "Adjusted Reimbursement"). Upon (30) thirty days written notice from the County, the Port shall deliver the Adjusted Reimbursement amount to the County. The Port and the County shall share equally in the cost of the appraisal to determine the Appraised Value. This Subsection 13.4 shall survive the Closing.

13.5 Bellevue Condemnation Action. The Parties acknowledge that a lawsuit has been filed in King County Superior Court under Cause No. 12-2-17740-6 SEA in that certain case captioned City of Bellevue v. Port of Seattle, et al. ("Bellevue Condemnation"). The County shall accept conveyance of the Property from the Port subject to the pending Bellevue Condemnation. Prior to Closing the Port and the County shall cooperate to diligently defend the Bellevue Condemnation, and the Port shall not enter into any voluntary agreement concerning the Bellevue Condemnation without the prior written consent of the County. Subsequent to Closing, the County shall undertake the lead defense of the Bellevue Condemnation and shall cooperate with the Port to obtain from the City of Bellevue a stipulated dismissal of the Port as a party to the Bellevue Condemnation.

14. Default.

14.1 By Port. If there is an event of default under this Agreement by the Port, the County will be entitled to seek specific performance of the Port's obligations under this Agreement, and shall further have the right to pursue any other remedies in law or equity.

14.2 By the County. If there is an event of default under this Agreement by the County, the Port will be entitled to seek specific performance of the County's obligations under this Agreement, and shall further have the right to pursue any other remedies in law or equity.

15. Notices. All notices to be given by each party to the other pursuant to this Agreement shall be delivered in person, by facsimile or deposited in the United States mail, properly addressed, postage fully prepaid, for delivery by certified or registered mail, return receipt requested. Notices given by personal delivery or facsimile shall be deemed effective upon receipt (provided notice by facsimile is on a business day and receipt is acknowledged); notices given by mail shall be deemed effective on the third business day after deposit. Notices may be given at the following addresses and facsimile numbers, until further notice by either party:

If to Port:

Port of Seattle
Real Estate Division
P. O. Box 1209
Seattle, WA 98111
Attn: Managing Director Real Estate Division
Facsimile: (206) 787-3280

With a copy to: Port of Seattle
Legal Department
P.O. Box 1209
Seattle, WA 98111
Attn: General Counsel
Facsimile: 206-787-3205

If to the County: King County Open Space Acquisitions
201 South Jackson Street, Suite 600
Seattle, WA 98104
Attn: Linda Holecek
Facsimile: 206-296-0192

With a copy to: King County Prosecutor's Office, Civil Division
W400 King County Courthouse
516 Third Avenue
Seattle, WA 98104
Attn: Peter G. Ramels
Facsimile: 206-296-0191

16. Miscellaneous:

16.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the sale of the real property interests in the Property and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

16.3 Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

16.4 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

16.5 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties. The County or the Port shall not assign this Agreement, or any part thereof, without the other party's prior written consent, which consent may be withheld in the other party's sole and absolute discretion.

16.6 Event Date. If any event date falls on a Saturday, Sunday or legal holiday, then the time for performance shall be extended until the next business day.

16.7 Non-Waiver. No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition.

16.8 Exhibits and Schedules. This Agreement contains the following Exhibits and Schedules which are attached and made a part of this Agreement: Exhibits A, B, C, D, E and F and, Schedule 1.

16.9 Brokers. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee based on the purchase and sale contemplated by this Agreement.

16.10 Time. Time is of the essence of this Agreement.

16.11 Attorneys Fees/Litigation Expenses. Each party shall pay their respective attorneys fees with respect to this Agreement and Closing. In any controversy, claim or dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover its costs and expenses of suit, including reasonable attorneys' fees.

16.12 Recitals; Construction; Definitions. Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein. Captions are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.

16.13 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

16.14 Survival. The indemnifications made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof. The representations and warranties made in this Agreement shall not merge into the Deed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of

the date first set forth above.

KING COUNTY:

By _____
Its _____

PORT OF SEATTLE:

By _____
Its _____

Exhibit A

Property Legal Description for Fee Acquisition Area

PARCEL A:

MP 23.45 - 23.8 Woodinville to Kennydale

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville to Kennydale, 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 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 April 5, 1887 from Mary B. Jaderholm to Seattle and West Coast Railway, recorded May 5, 1887 in Volume 40 of Deeds, Page 288, 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 9, 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.

PARCEL B:

**MP 23.45 – Woodinville to Kenndale MP 5.0
(Except Sound Transit and City of Kirkland Segments)**

All that portion of BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville (MP 23.45) 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 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 Weppeler 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. 4th, 1890 and recorded Dec. 4th, 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° 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° 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 (NW¼NW¼) 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 NW¼NW¼ 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 W½W½ Section 28, W½NW¼ Section 33, all in Township 25 North, Range 5 East, W. M., bounded on the North by the North line of said W½W½ Section 28, and bounded on the South by the South line of said W½NW¼ 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 NW¼NW¼ 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 W $\frac{1}{2}$ Section 4, Government Lots 1 and 4, E $\frac{1}{2}$ W $\frac{1}{2}$ Section 9, Government Lot 1, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ 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 W $\frac{1}{2}$ 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 NW $\frac{1}{4}$ NW $\frac{1}{4}$ 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° 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 $79^{\circ}37'46''$ 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

Together with an easement for a railway right of way over those second class shorelands as described in “Judgment and Decree of Appropriation” dated February 8, 1904, and entered in King County Superior Court Cause No. 40536, a certified copy of which was recorded under Recording No. 287565.

EXCEPTING FROM THE ABOVE THE FOLLOWING TWO SEGMENTS THEREOF AS CONVEYED TO SOUND TRANSIT AND THE CITY OF KIRKLAND DESCRIBED AS FOLLOWS:

1.) EXCEPTING FROM SAID BNSF RAILWAY COMPANY’S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) WOODINVILLE (MP 23.45) TO KENNYDALE (MP 5.0), WASHINGTON BRANCH LINE RIGHT OF WAY AS DESCRIBED ABOVE THAT PORTION THEREOF CONVEYED TO SOUND TRANSIT PURSUANT TO DEED RECORDED APRIL 11, 2012, UNDER RECORDING NO. 20120411001173, AND DESCRIBED AS FOLLOWS:

All that portion of the former BNSF Railway Company's Woodinville to Kenndale Washington Branch Line right of way lying within the W1/2W1/2 Section 28, and, lying within the north 700 feet of the W1/2NW1/4 Section 33, all in Township 25 North, Range 5 East, W.M.

All of which is a portion of the former BNSF Railway Company's (formerly Northern Pacific Railway Company) Woodinville (MP 23.45) to Kenndale (MP 5.0), Washington Branch Line right of way, varying in width on each 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 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 the 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 the 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 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 of NW $\frac{1}{4}$ NW $\frac{1}{4}$ 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.

2.) ALSO EXCEPTING FROM SAID BNSF RAILWAY COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) WOODINVILLE (MP 23.45) TO KENNYDALE (MP 5.0), WASHINGTON BRANCH LINE RIGHT OF WAY AS DESCRIBED ABOVE THAT PORTION THEREOF CONVEYED TO THE CITY OF KIRKLAND PURSUANT TO DEED RECORDED APRIL 13, 2012, UNDER RECORDING NO. 20120413001315 AND DESCRIBED AS FOLLOWS:

That portion of Sections 5, 8, 17 and 20, Township 25 North, Range 5 East, W.M. and Sections 28, 32 and 33, Township 26 North, Range 5 East, W.M., in King County, Washington, lying within the eight (8) tracts of land described as follows:

Tract 1

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 $\frac{1}{2}$,NE $\frac{1}{4}$ and the NW $\frac{1}{4}$,SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 28, the W $\frac{1}{2}$,NW $\frac{1}{4}$ and the NW $\frac{1}{4}$,SW $\frac{1}{4}$ of Section 33, the SE $\frac{1}{4}$ of Section 32, all in Township 26 North, Range 5 East, W.M., bounded on the East by a line that is parallel with and 42.00 feet west of, when measured at right angles to, the centerline of 132nd Avenue NE (aka Slater Avenue NE or 132nd Place NE) as surveyed under King County Survey No. 28-26-5-19 and bounded on the South by South line of said SE $\frac{1}{4}$ of 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;

Tract 2

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 King 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 feet 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;

Tract 3

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 Plats at Page 5, records of said King County, 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;

Tract 4

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 Plats, at Page 5, records of said King County, 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 angle to said Railway Company's Main Track centerline as originally located and constructed;

Tract 5

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 SE $\frac{1}{2}$, SE $\frac{1}{4}$ of Section 5, NW $\frac{1}{4}$, NE $\frac{1}{4}$ and the E $\frac{1}{2}$, NW $\frac{1}{4}$ and the E $\frac{1}{2}$, SW $\frac{1}{4}$ of 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 $\frac{1}{4}$ of 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,

Tract 6

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.";

Tract 7

That certain strip of land described in deed dated March 3, 1904 from Seattle and Shanghai Investment Company to Northern Pacific Railroad 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, Township 25 North, Range 5 East, Willamette Meridian";

Tract 8

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 of Section 8, Government Lots 1, 2, and 3 and the E $\frac{1}{2}$, SW $\frac{1}{4}$ of Section 17, and the NE $\frac{1}{4}$, NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 20, all in Township 25 North, Range 5 East, W.M., bounded on the North by the South line of that certain herein above 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 of Section 8, and bounded on the South by the westerly margin of 108th Avenue NE as described in the Quit Claim Deed from State of Washington to the City of Bellevue recorded under Recording Number 9303190367, records of said King County, together with such additional widths as may be necessary to catch the slope of the fill in 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.

(Tracts 1 – 8 being a portion of the parcel of land conveyed by BNSF Railroad Company to the Port of

Seattle by
Quit Claim Deed recorded under Recording Number 20091218001535, records of said King County.)

PARCEL C:

MP 0.00 – 3.4 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 3.4), 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 Deeds, 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 on the North by the North line of said S $\frac{1}{2}$ Section 27 and on the South by the South margin of Northeast 124th Street extended.

Exhibit B

Easement

REGIONAL PUBLIC TRAIL EASEMENT (EASTSIDE RAIL CORRIDOR MP 23.8 – MP 27.4)

THIS REGIONAL PUBLIC TRAIL EASEMENT (“**Easement**”) is granted to KING COUNTY, a home rule charter county and political subdivision of the State of Washington (“**County**”) by PORT OF SEATTLE, a Washington state municipal corporation (“**Port**”) for the purposes hereinafter set forth, effective as of the date of execution. County and Port are each referred to herein from time to time as a “**Party**” and together as the “**Parties**”.

RECITALS

- A. Port is the owner of certain real property located in portions of both King County and Snohomish County, Washington, extending from approximately MP 23.8 to MP 27.4 as legally described in Exhibit A attached hereto (the “**Right of Way Property**”). Port acquired the Right of Way Property, together with certain adjacent real property, from BNSF Railway Company (“**BNSF**”) pursuant to that certain Quit Claim Deed executed December 18, 2009 and recorded in the real estate records of King County, Washington as instrument number 20091218001536 and in the real estate records of Snohomish County, Washington as instrument number 200912210438 (“**Right of Way Deed**”).
- B. BNSF reserved in the Right of Way Deed an exclusive easement for freight rail purposes (the “**Reserved Freight Easement**”) over the Right of Way Property as well as certain adjacent real property. BNSF thereafter conveyed its rights under the Reserved Freight Easement to GNP Rly. Inc., a Washington corporation, (“**GNP**”), pursuant to that certain Quit Claim Deed dated as of December 18, 2009 and recorded in the real estate records of King County, Washington as instrument number _____ and in the real estate records of Snohomish County, Washington as instrument number 200912210430 (“**Freight Easement Deed**”). GNP’s rights in and to the Reserved Freight Easement are subject to certain covenants running with the land in favor of Port and its successors and assigns as set forth in the Right of Way Deed.

Port has agreed to grant County a perpetual, non-exclusive easement over, under, along, across and through the Easement Area and perpetual, nonexclusive easement over portions of the Right of Way Property for development, construction, maintenance, repair and replacement of the Trail and Trail Facilities subject to the terms and conditions set forth in this Easement. County has agreed and hereby acknowledges that its Easement rights are subject to the Reserved Freight Easement as well as the terms and conditions of that certain Operations and Maintenance Agreement between Port and GNP dated as of December 18, 2009 (the “**O&M Agreement**”), pursuant to which GNP and its permitted

assignees and successors (“**Freight Operator**”) are entitled to use portions of the Right of Way Property for Freight and Excursion Rail Services (defined below). This Easement is further subject to all matters affecting the Right of Way Property as of the Effective Date, whether of record or not, including but not limited to (i) matters which would be disclosed by a current accurate survey of the Property; and (ii) rights granted to third parties pursuant to any third party lease, license, permit, occupancy agreement or other agreement demising space in or providing for the use or occupancy of the Property (“**Third Party Leases, Licenses and Contracts**”).

NOW, THEREFORE, for \$10.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Port, Port hereby grants to County a perpetual, non-exclusive easement over, under, along, across and through the Right of Way Property, subject to and upon the following terms and conditions:

TERMS AND CONDITIONS

1. **Grant of Easement.**

A. **Grant.** Port grants to County a perpetual, non-exclusive, easement generally not to exceed thirty (30) feet in width (the “**Easement**”) over, under, along, across and through that portion of the Right of Way Property as described and depicted in Exhibit B attached hereto (the “**Easement Area**”) for the purpose of the Trail and Trail Facilities identified herein. The Easement Area shall be wider than thirty (30) feet as and where necessary to support or facilitate Trail or Trail Facilities infrastructure, including but not limited to slopes, fills, cuts retaining walls, abutments, culverts and other drainage structures, bridges, tunnels, and grade separation or other structures or improvements to separate the Trail from any active rail facilities or operations.

B. **Location.** The Easement Area is within that portion of the Right of Way Property extending between approximately MP 23.8 and MP 27.4, a distance of approximately 3.6 miles. Port and County agree and acknowledge that pending further evaluation of the physical constraints of the Right of Way Property and the related feasibility of location of the Trail and Trail Facilities infrastructure, it will not be practical to determine and describe the exact size and location of the Easement Area within the Right of Way Property as of the effective date of this Easement. County shall make the initial proposal for the size and location of the Easement Area, and Port and County shall thereafter negotiate in a good faith and reasonable manner to reach an agreement consistent with County’s proposal, any Third Party Leases, Licenses and Contracts and Freight Operator’s rights in and to the Right of Way Property. County acknowledges and agrees that Port will consult with Freight Operator when reviewing County’s proposal for the size and location of the Easement Area and to ensure that the Easement Area proposed by County will not interfere with the operation of Freight and Excursion Rail Service within the Easement Area and the Right of Way Property. The Parties’ agreement as to the Easement Area shall be made within eighteen (18) months after the initiation of negotiations, and if such

agreement is not made within the 18-month period, then either party may start the Dispute Resolution process under Section 14 below; provided, however, that the Parties may by mutual written agreement extend the 18-month period. The Parties acknowledge and agree that until such time as this Easement is amended to provide a revised legal description of the Easement Area under Section 1.C of this Easement, all references to Easement Area under this Easement shall be read to mean the Right of Way Property. The Parties also acknowledge and agree that County may establish the Easement Area under this Section 1 in phases.

C. Amendment. Upon substantial completion of the Trail and Trail Facilities, County shall prepare an as-built survey showing the location and dimensions of the Trail and Trail Facilities and shall prepare and submit to Port for review an amendment to this Easement that sets forth the final legal description of the Easement Area for recording in the real property records of King County, Washington. County shall be solely responsible for all costs associated with finalizing and recording the amended Easement (except for costs incurred by Port in review of such amended Easement) and shall ensure that Port receives a conformed copy of such recording. The Parties acknowledge and agree that County may substantially complete Trail and Trail Facilities and prepare and submit corresponding amendments to this Easement in phases.

2. Purpose/Use. County shall have the right to use and enjoy the Easement Area to install, construct, own, use, operate, maintain, inspect, repair, replace, renovate, improve, remove, manage, and enhance a public hard- and/or soft-surface regional trail (“Trail”), including restroom and picnic facilities, information kiosks, curbs, ramps, steps, railings, and other surface structures which, as to side slopes, cuts, fills, stream or road crossings, and wetland areas, may include fills, pilings, retaining walls, support structures, bridges, tunnels and culverts and related improvements for public recreational purposes, including but not limited to equestrian, pedestrian, bird-watching, nature study, bicycling, hiking or other non-motorized uses. County shall also have the right to use power-driven equipment and vehicles within the Easement Area for Trail-related purposes, including but not limited to inspection, repair and maintenance, construction, policing, life safety, emergencies, and recreational use by mobility-impaired persons. County shall have the right to cut, remove and dispose of any and all brush, trees, or vegetation in the Easement Area, and to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees, or other vegetation in the Easement Area; TOGETHER WITH the right to install, construct, own, use, operate, maintain, inspect, repair, replace, renovate, improve, remove, manage, and enhance underground utilities, including, but not limited to, the rights of ingress and egress across the Right of Way Property to access the Easement Area from the surface for any Trail or Trail-related uses, but not for general County utility purposes, as County may now or hereafter deem appropriate, including the addition, removal, or replacement of the foregoing improvements at County's election, either in whole or in part with either like or different size Trail improvements. Notwithstanding the foregoing, and subject to the Freight Operator’s right to operate Freight and Excursion Rail Services on the Right of Way without interference, in the event County anticipates that its Trail development, construction or maintenance requires use of portions of the Right of Way Property outside the Easement Area to temporarily stage equipment and material, Port and County agree

to negotiate a temporary construction easement granting County the necessary rights in a manner that does not unreasonably interfere with the rights of holders of Third Party Leases, Licenses and Contracts and Subsequent Third Party Uses.

3. Trail Facilities. Trail-related facilities permitted within the Easement Area (“**Trail Facilities**”) shall include those Trail and Trail-related facilities and other improvements described in Section 1. and 2. above, and further including but not limited to: signs to mark the Trail or provide information related to the Trail and for interpretive purposes; access ways, fencing, gates and barriers to allow for and control Trail access; and benches, picnic tables, wastebaskets, bicycle racks, and other improvements consistent with regional multipurpose trails. In addition, County, after consultation with Freight Operator, shall have the right to install barriers or landscaping to separate the Trail from the track or other improvements associated with the Freight and Excursion Rail Services, including but not limited to vegetation, grade separation, fencing, ditches or concrete or other barriers. Port and County hereby agree that the examples of Trail Facilities recited throughout this section are for descriptive purposes and are not intended as an exhaustive list. County’s rights to install Trail Facilities shall be broadly interpreted so as to enhance public access to and safe and pleasurable experience of the Trail that does not interfere with Freight and Excursion Rail Services on the Right of Way Property, including the Easement Area.

4. Public Access. The Trail shall be for use by the public as a regional recreational trail, and no person or entity shall be entitled to charge a fee for access to or use of the Trail or Trail Facilities without prior written approval of County.

5. Freight and Excursion Rail Services. County acknowledges that as of the execution date of this Easement, the Right of Way Property is not “railbanked” (as defined and described in 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) and is presently subject to active Freight Rail Service as described herein, with Excursion Rail Service a permitted, though not yet active use. County further acknowledges that Port reserves the right to permit other freight or passenger rail service within the Right of Way Property. County acknowledges that its Easement rights as set forth herein shall be subject at all times to and shall not preclude current or future Freight and Excursion Rail Services within the Right of Way Property nor the use or maintenance rights and obligations of Freight Operator pursuant to the O&M Agreement. As used in this Easement, “**Freight Rail Service**” means common carrier freight rail operations and the head and tail operations associated therewith; and “**Excursion Rail Service**” means the deployment and operation of trains for excursion passenger service and not for commuter rail passenger service.

6. Third Party Rights. County acknowledges that its Easement rights as set forth herein shall be subject at all times to and shall not unreasonably interfere with or preclude the exercise of any Third Party Leases, Licenses or Contracts.

7. **Right to Assign, Etc.** With Port's approval, which shall not be unreasonably withheld, conditioned or delayed, County may grant sub-easements, issue licenses, and assign, apportion, or otherwise transfer its Easement rights in whole or in part to third parties.

8. **Port's Use of Easement Area; Third Party Uses.**

A. **Port's Use of Easement Area.** Port reserves the right to use the Easement Area for (i) those uses set forth in the O&M Agreement, and (ii) any other purpose not inconsistent with County's non-exclusive rights set forth herein. In addition, Port may make improvements within the Easement Area that are not part of or do not relate to the Trail (collectively, "**Port Improvements**") provided that Port shall coordinate with County to (i) prevent unreasonable interference with County's Easement rights, (ii) ensure reasonable integration of the Trail, Trail Facilities and Port Improvements, (iii) prevent any health or safety risks, (iv) avoid or minimize to the greatest extent possible any disruption to the Trail uses, and (v) in the event of alteration resulting from Port Improvement, restore the Trail and Trail Facilities to a condition substantially similar to that existing prior to the alteration.

B. **Subsequent Third Party Uses.** From and after the date that the Parties execute this Easement, Port and its heirs, successors and assigns shall include, in each and every deed or other instrument conveying any title to or granting any easements, leases, licenses, permits, franchises, occupancy agreement or any other agreement demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Easement Area (collectively, "**Subsequent Third Party Use**"), language making such conveyance or grant for Subsequent Third Party Use expressly subject to and subordinate to this Easement for the benefit of County, provided however, that any such deed or other instrument shall conclusively be held to be subject to and subordinate to this Easement for the benefit of County regardless of whether the express language required by this Section 8.B. is included therein. Freight and Excursion Rail Services shall not be a Subsequent Third Party Use subject to the terms of this Section 8.B.

C. **Subsequent Rail Uses.** Every deed or other instrument conveying any title to or granting any easements, leases, licenses, permits, franchises, occupancy agreement or any other agreement demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Easement Area for Excursion Rail Service after the date that the Parties execute this Easement will be a "**Subsequent Rail Use**" subject to the terms of Section 9.E of this Easement. Freight Rail Services shall not be a Subsequent Rail Use subject to the terms of this Section 8.C or Section 9 of this Easement.

9. **Interference.**

A. **Notice of Construction.** Prior to a Subsequent Third Party Use constructing any new improvements in the Easement Area that has been agreed to by the Parties under Section 1.B. of this Easement (such party referred to as the "**Constructing Party**"), the Constructing Party shall be required to send notice to County containing a description of the activities and any

construction plans or surveys of the proposed improvements. County shall have sixty (60) days to review and respond. If County fails to respond within sixty (60) days from receipt of notice, the construction plans are deemed approved.

B. Notice of Interference. If County, in its reasonable discretion, determines that the improvements proposed in the Easement Area by the Constructing Party unreasonably interfere with the development or use of any existing or planned Trail or Trail Facilities within an Easement Area that has been agreed to by the Parties under Section 1.B. of this Easement, then County shall provide the Constructing Party with a notice (the “**Dispute Notice**”) within the sixty (60) day timeframe specified in Section 9. A., specifying the basis for the claim that the Constructing Party’s proposed improvements in the Easement Area are or will be an unreasonable interference. If County and the Constructing Party are unable to resolve the dispute within thirty (30) days, they shall implement the following process:

(i) Management Escalation. County and Constructing Party shall each, within ten (10) business days, nominate a senior officer or director to meet to attempt to resolve the dispute (“**Management Escalation**”). The nominated individuals shall meet within twenty (20) business days after their nomination. Any dispute resolved through the Management Escalation process shall be documented in writing signed by the designated representatives of County and the Constructing Party.

(ii) Mediation. Disputes not settled by Management Escalation shall be submitted to mediation. Venue for the mediation shall be Seattle, Washington. The mediator shall have experience in civil engineering disputes. If County and Constructing Party are unable to agree on a mediator, one shall be appointed by the American Arbitration Association (“AAA”). The mediator shall be impartial in fact and appearance, not an advocate of either party. The mediation shall be completed no later than thirty (30) days after the request for mediation. If, after eight (8) hours of good faith mediation, County and Constructing Party are unable to resolve the dispute, the mediation shall be terminated unless County and Constructing Party otherwise agree to extend the mediation time. County and Constructing Party shall each be responsible for its own costs and expenses, including attorney’s fees, incurred pursuant to this subsection. Cost of the mediator and other common costs shall be divided equally between County and Constructing Party.

(iii) Litigation/Venue. Disputes not settled by mediation shall be decided by further action or legal proceeding in the Superior Court in King County, Washington, as the sole and exclusive venue for such action or proceeding.

C. Emergency Situations. Notwithstanding the foregoing, any duly authorized party may take such reasonable actions as are necessary to address a situation that threatens the health and safety of the general public prior to complying with the notice provisions of this Easement. In such event, and as soon as practicable, the acting party shall notify all other affected parties of the actions taken, and any corrections or subsequent action shall be governed by this Section.

D. Costs Associated with Construction. The Constructing Party shall bear all costs associated with and ancillary to construction of such party's improvements in the Easement Area, including any associated mitigation, repair or replacement of the Trail or Trail Facilities.

E. Subsequent Rail Use. Prior to a Subsequent Rail Use constructing any new improvements in the Easement Area that has been agreed to by the Parties under Section 1.B. of this Easement (such party referred to as the "**Constructing Rail Party**"), the Constructing Rail Party shall be required to send notice to County containing a description of the activities and any construction plans or surveys of the proposed improvements. County shall have sixty (60) days to review and respond. If County fails to respond within sixty (60) days from receipt of notice, County shall have no further opportunity to review or object to the improvements proposed by the Constructing Rail Party. If County, in its reasonable discretion, determines that the improvements proposed in the Easement Area by the Constructing Rail Party unreasonably interfere with the development or use of any existing or planned Trail or Trail Facilities within an Easement Area that has been agreed to by the Parties under Section 1.B. of this Easement, then County shall provide the Constructing Rail Party with a notice (the "**Negotiation Notice**") within the sixty (60) day timeframe specified in in this Section 9.E. Thereafter, the County and the Constructing Rail Party will diligently and in good faith negotiate for at least sixty (60) days to reach agreement on a plan that would reasonably accommodate both the existing or planned Trail or Trail Facilities and the proposed Subsequent Rail Use improvements. If after conducting such negotiations the County and the Constructing Rail Party are unable to agree on a plan, then the Subsequent Rail Use may proceed with the improvements at its sole cost and expense.

10. Immunity Under Applicable Law. Nothing in this Easement limits the ability of Port or County to avail themselves of the protection offered by any applicable law affording immunity to Port or County, including, to the extent applicable, RCW 4.24.210, as amended from time to time.

11. Insurance. County shall carry the following policy of insurance with respect to their activities undertaken within the Easement Area or Right of Way Property:

A. Liability Insurance. (i) Port and County each agree to maintain reasonable and customary liability insurance (or self insurance) for personal injury, death and property damage arising out of or relating to such Party's use, occupancy and possession of, or acts or omissions on or about, the Easement Area and/or Right of Way Property, as applicable, and shall provide the other Party with satisfactory evidence of such insurance (or self insurance) upon request. (ii) Port further agrees to require any rail operator not subject to the terms of the O&M Agreement to maintain the insurance (or self insurance) required in Section 11.A.(i) and 11.B for the protection of the Port and the County as additional insureds.

B. Indemnification and Waivers. To the extent of any applicable commercial insurance policies, Port and County waive their respective rights of recovery, claims, actions or causes of action against the other for any loss or damage to their respective real property interests

or any personal property of such Party. Each Party shall cause each commercial insurance policy obtained by it to provide that the insurance company waives all right to recovery by way of subrogation against the other Party; provided, however, that this Section 11.B. shall be inapplicable if it would have the effect of invalidating any insurance coverage of Port or County. This Section 11.B shall not in any way apply to or serve to diminish or alter the provisions of Section 13 of this Easement.

12. Indemnification. Port shall pay, protect, pay the defense costs of, indemnify and hold County and its successors and assigns harmless from and against any and all loss, liability, claim damage and expense suffered by or incurred by reason of Port's failure to perform any obligation required of it by this Easement. County shall pay, protect, pay the defense costs of, indemnify and hold Port and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of County's failure to perform any obligation required of it by this Easement. Solely to give full force and effect to the indemnities contained herein and not for the benefit of any third party, each Party specifically and expressly waives any immunity it may have under Washington State Industrial Act, RCW Title 51, and acknowledges that this waiver was mutually negotiated by the Parties herein. In no event shall either Party's obligations under this Easement be limited to the extent of any insurance available or provided by the obligated Party.

13. Hazardous Substances.

A. Except to the extent Port or its officers, employees, agents or contractors cause new releases of Hazardous Substances (as defined in the Right of Way Deed) following the effective date of this Easement, County waives, releases and discharges forever Port from any and all present or future claims or demands and any and all damages, losses, injuries, liabilities, causes of action (including without limitation, causes of action in tort), costs and expenses (including without limitation fines, penalties and judgments and attorney's fees) of any and every kind or character, known or unknown (collectively "**Losses**") that County might have asserted against Port arising from or in any way related to environmental conditions in, at, on, under or originating from the Right of Way Property or the alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Right of Way Property. Losses shall include without limitation (i) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law (as defined in the Right of Way Deed), that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (ii) Losses for injury or death of any person, and (iii) Losses arising under any Environmental Law enacted after the effective date of this Easement.

B. Except to the extent County or its officers, employees, agents or contractors cause new releases of Hazardous Substances following the effective date of this Easement, Port waives, releases and discharges forever County from any and all Losses that Port might have asserted against County arising from or in any way related to environmental conditions in, at, on,

under or originating from the Right of Way Property, including Losses related to any alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Right of Way Property. Losses shall include without limitation (i) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (ii) Losses for injury or death of any person, and (iii) Losses arising under any Environmental Law enacted after the effective date of this Easement. Port's waiver, release and discharge of County pursuant to the provisions of this Section 13 shall not apply with respect to Losses incurred by Port for Easement Areas, provided the release or other environmental conditions that caused or contributed to such Losses occur following the date the Easement Area has been agreed to by the Parties under Section 1.B. of this Easement.

C. In the event Hazardous Substances are discovered on the Property, Port or County, as the case may be, shall promptly give notice to the other Party of such discovery and shall cooperate in good faith to carry out the terms of this Agreement and, if either Party requests, shall cooperate in good faith to seek to recover the costs of remediation from BNSF as provided for under the environmental covenants in the Right of Way Deed and in the Purchase and Sale Agreement, as amended, between Port, County and BNSF dated May 12, 2008. If County requests that Port cooperate in good faith to seek to recover the costs of remediation from BNSF, then County will reimburse Port for the reasonable costs Port incurs in such cooperation, and will indemnify, defend and hold harmless Port from all liability arising from any claim, suit or arbitration brought by BNSF related such request, which duty to indemnify, defend and hold harmless will apply to any claim, suit or arbitration initiated by Port, at County's request, to seek to recover the costs of remediation.

D. Except to the extent set forth in this Section 13, nothing contained in this Easement Agreement is intended to waive or release any right either Party may have under Environmental Laws, agreements or deeds to seek indemnity, contribution or other forms of recovery or relief from any third party, including, but not limited to BNSF, for Losses arising from or in any way relating to the environmental condition of the Right of Way Property or the release of Hazardous Substances on the Right of Way Property.

The provisions of this Section 13 shall survive the expiration or other termination of this Easement.

14. Dispute Resolution. Subject to the exceptions set forth in Sections 14. D and E below, any claim, dispute or other matter arising out of or related to this Easement, including any inability of Port and County to make joint determinations called for by this Easement ("**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 Port and County This Section 14 on alternative dispute resolution shall apply to Disputes between

Port and County regarding this Easement and shall not apply to any other matters between them and shall not apply to their respective heirs, legal representatives, successors and assigns or to third parties (including third party beneficiaries, if any), unless such parties to a Dispute agree to alternative dispute resolution.

A. Informal Process. Port and County shall negotiate in good faith and use their best efforts to resolve any Disputes that may develop under this Easement. 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 either party desires, 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.

B. Mediation. If a Dispute is not resolved under the procedure set forth in this Section, 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 mediation under this Easement shall be held in Seattle, Washington. The Parties shall share equally in the costs of the mediation. Any contractual or statutory deadlines, including without limitation statutes of limitation, shall be tolled pending mediation for a period of sixty (60) 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. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. Right to Litigate Contingent on Prior Effort to Mediate. Except as allowed under Section 14.D, the Parties shall not commence litigation on a Dispute unless the Dispute has been properly raised and considered in the above mediation procedure.

D. Immediate Action. If Port and County reasonably determine that circumstances require immediate action to protect public health, safety or welfare, or to prevent or mitigate significant property loss or damage, then either party may pursue any immediate remedy available at law or in equity without having to follow these alternative dispute resolution procedures in this Section 14, and then pursue such alternative dispute resolution procedures.

E. Matters Not Subject to Alternative Dispute Resolution. This Section 14. on alternative dispute resolution procedures shall not apply to matters relating to Interference, which matters are governed under Section 9. This Section 14 on alternative dispute resolution shall not apply to any dispute between the Parties that also relates to a dispute with BNSF or any dispute between Port and County concerning Hazardous Substances, including disputes pursuant to 13 of this Easement.

F. Remedies. In addition to the specific remedies set forth in this Easement, and except for the limitations on remedies for Interference in Section 9. of this Easement and the

limitations on remedies for Hazardous Substances set forth in Section 13. of this Easement, Port and County, following the alternative dispute resolution procedure called for herein, shall be entitled to all remedies in law or equity. Further, if Port and County are unable to make any joint determination called for by this Easement and are unable to resolve the Dispute through the alternative dispute resolution procedure called for herein, then Port and County agree that a court shall have the authority to decide the terms of the joint determination in question.

15. **Taxes.** County shall be solely responsible to pay on a current basis any taxes and assessments relating to its interests in the Easement Area, if any, including without limitation real property ad valorem taxes, surface water management fees, special benefit assessments and other governmental impositions (collectively, "Taxes") that may apply to its Easement interests, its activities within the Easement Area, or its Trail Facilities. Port shall be solely responsible to pay on a current basis any Taxes that may apply to its fee interest or its activities within the Easement Area, or its improvements to the Easement Area, and to require any third party with an interest in the Easement Area to pay on a current basis any Taxes that may apply to their respective interests or activities or improvements to the Easement Area; provided, however, that nothing contained herein shall modify the Parties' rights to contest any such tax, and a Party shall not be deemed in default of this Section as long as it shall, in good faith, be contesting the validity or amount of any such taxes.

16. **Easement Runs With the Land and Binds Successors.** The burden of this Easement shall run with the land that makes up the Right of Way Property and the benefit of this Easement shall run with the land and interests in land that make up the King County park, trail and recreation system. This Easement is appurtenant to the land that makes up the King County park, trail and recreation system. This Easement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

17. **Notice.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement shall be in writing and shall be deemed to have been duly given (A) upon receipt when personally delivered or sent by overnight courier or (B) two (2) days after deposit in the United States mail if by certified or registered mail, return receipt requested, and properly addressed as follows:

Port: Port of Seattle
Managing Director
Real Estate Division
P.O. Box 1209
Seattle, WA 98111
Telephone: 206-787-3722

County: King County Parks and Recreation Division
Department of Natural Resources and Parks
201 S. Jackson Street #700

Seattle, WA 98104
Telephone: 206-296-8631

18. **Attorney Fees.** In any action brought to enforce or interpret the terms of this Easement, each Party shall bear its own costs and attorney fees and expenses incurred in said action, including on appeal, whether or not suit is commenced.

19. **Breach.** In the event of any breach or threatened breach of this Easement by either Port or County, and except for Interference governed by Section 9., the non-breaching Party shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach.

20. **No Termination Upon Breach.** No breach of this Easement shall entitle either Port or County to cancel, rescind or otherwise terminate this Easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Port or County may have hereunder by reason of any breach of this Easement.

21. **Governing Law; Venue.** This Easement shall be governed by the laws of the State of Washington, without reference to its conflicts of law rules or choice of law provisions. Venue for any dispute resolution or litigation shall be in King County Superior Court, Washington.

22. **Entire Agreement, Waivers and Amendments.** This Easement contains the entire understanding of Port and County hereto relating to the subject matter herein contained. The waiver by one Party hereto of a breach of any provision of this Easement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be effective unless set forth in writing. If any term or provision of this Easement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby and shall remain in full force and effect. This Easement shall not be amended except by written instrument signed by Port and County or their respective successors and assigns and recorded in the real property records of King County, Washington.

23. **Police Powers Not Affected.** Nothing contained in this Easement will be considered to diminish King County's governmental or police powers.

24. **Computation of Time.** The time within which an act is to be done, as herein provided, shall be computed by excluding the first day, and including the last, unless the last day is a Saturday, Sunday, or a federal or state holiday, and then it is also excluded.

25. **Construction.** Each term and provision of this Easement constitutes a separate undertaking, covenant or promise. In the event that any term or provision hereof is determined to be unenforceable, invalid, or illegal in any respect, the remaining terms and provisions shall continue to be enforceable and valid.

PORT OF SEATTLE

By: _____

Name: _____

Title: _____

KING COUNTY

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF RIGHT OF WAY PROPERTY

Woodinville to Brightwater Treatment Plant
(Easement Segment)
SNOHOMISH COUNTY

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the West Half of the Northeast Quarter of the Southwest Quarter, Section 26, Township 27 North, Range 5 East, W.M., bounded Northerly by the North line of the Northeast Quarter of the Southwest Quarter of said Section 26, and bounded Westerly by the West line of said Northwest Quarter of the Northeast Quarter of the Southwest Quarter, Section 26; also,

That portion of that certain 200.00 foot wide Branch Line right of way, being 100.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the West Half of the Southwest Quarter, Section 26, and the Northwest Quarter of the Northwest Quarter, Section 35, all in Township 27 North, Range 5 East, W.M., bounded on the East by the East line of said West Half of the Southwest Quarter of Section 26, and bounded on the South by the South line of said Northwest Quarter of the Northwest Quarter, Section 35, **EXCEPTING THEREFROM**, that portion lying Westerly of a line parallel and/or concentric with and distant 50 feet Westerly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as originally located and constructed, bounded on the North by the North line of said Section 35, and bounded on the South by a line radial to said Main Track centerline at a point 530.00 feet South of the North line of said Section 35, as measured along said Main Track centerline; also,

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the Southwest Quarter of the Northwest Quarter Section 35, the Southeast Quarter of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter Section 34, all in Township 27 North, Range 5 East, W.M., bounded on the North by the North line of said Southwest Quarter of the Northwest Quarter Section 35, and bounded on the South by the South line of said Northeast Quarter of the Southeast Quarter Section 34; also,

That portion of that certain 50.00 foot wide Branch Line right of way, being 25.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the Southeast Quarter of the Southeast Quarter Section 34, Township 27 North, Range 5 East, W.M., bounded on the North by the North line of said Southeast Quarter of the Southeast Quarter Section 34, and bounded on the South by a line radial to said Railway Company's Main Track centerline, as originally located and constructed, at a point distant 600 feet Southwesterly of said North line of said Southeast Quarter of the Southeast Quarter Section 34, as measured along said Main Track centerline; also,

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each

side of said Main Track centerline, as originally located and constructed, upon, over and across the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter Section 34, Township 27 North, Range 5 East, W.M., bounded on the North by a line radial to said Railway Company's Main Track centerline, as originally located and constructed at a point distant 600 feet Southwesterly of said North line of said Southeast Quarter of the Southeast Quarter Section 34, as measured along said Main Track centerline, and bounded on the South by the South line of said Section 34, said line also being the South line of Snohomish County, Washington.

Woodinville to Brightwater Treatment Plant
(Easement Segment)
KING COUNTY

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across Lots 2, 3, the South Half Of the North Half, and the East half of the Southwest Quarter Section 3, the Northwest Quarter of Section 10, all in Township 26 North, Range 5 East, W.M., bounded on the North by the North line of said Section 3, said line also being the North line of King County, Washington, and bounded on the West by the West line of said Northwest Quarter Section 10, **EXCEPTING THEREFROM**, that portion lying Easterly of a line parallel with and distant 20 feet Easterly from, measured at right angles to said Railway Company's Main Track centerline, as now located and constructed, bounded on the North by the South line of 8th Street, according to the recorded plat of Bear Creek Addition to Day City, Washington and bounded on the South by a line perpendicular to said Railway Company's Main Track centerline distant 450.00 feet Southerly from the North line of said East Half of the Southwest Quarter Section 3, as measured along said Main Track centerline; also,

A 100 foot wide strip of land being that portion of that certain 100 foot wide strip of land described in deed dated June 8, 1887 from Ira Woodin and Susan Woodin to Seattle and West Coast Railway, recorded June 14, 1887 in Book 42 of Deeds, Page 410, records of King County, Washington, that portion of that certain 100.00 foot wide strip of land described in deed dated July 26, 1890 from Ira Woodin and Susan Woodin to Seattle and West Coast Railway, recorded November 10, 1890 in Book 112 of Deeds, Pages 556, records of King County, Washington, lying in Section 9 Township 26 North, Range 5 East, W.M., bounded on the East by the East line of said Section 9, and bounded on the West by the Northeasterly projection of the Northwesterly line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway as the same is now located and as it is described in deed dated July 24, 1903 from Frank A. Woodin and Anna Woodin to Northern Pacific Railway Company recorded July 30, 1903 in Book 370 of deeds, Page 89, records of King County, Washington, thence Northeasterly along said Northeasterly projection along the same radius to a point on the Northerly line of the present right of way of the Northern Pacific Railway.

That certain 0.32 acre tract of land described in deed dated July 24, 1903 from Frank A. Woodin and Anna Woodin to Northern Pacific Railway Company recorded July 30, 1903 in Book 370 of deeds, Page 89, records of King County, Washington, said 0.32 acre tract being described in said deed for reference as follows:

“All that portion of the Southeast Quarter of the Northeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., described by mete and bounds as follows:

Beginning at the point where the Southeasterly line of the present right of way of the Northern Pacific Railway intersects the South line of said Southeast Quarter of the Northeast Quarter and running thence East along the South line of said Southeast Quarter of the Northeast Quarter a distance of 190 feet, more or less, to a point which 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 as the same is now located, staked out and to be constructed over and across said Government subdivision;

Thence running Northeasterly and parallel with and 50 feet distant from said center line of the Seattle Belt Line Branch a distance of 400 feet, more or less, to a point in the Southeasterly line of the present right of way of the Northern Pacific Railway, thence Southwesterly along said right of way line to point of beginning; also,

A 100 foot wide strip of land lying in the North Half of the Southeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., being that certain 1.91 acre tract of land 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 deeds, Page 48, records of King County, Washington and that certain 0.92 acre tract of land described in deed dated July 1, 1903 from A.J. Milton and Anna Milton to Northern Pacific Railway Company recorded July 10, 1903 in Volume 363 of deeds, Page 211, records of King County, Washington, said 100 foot wide strip being described as follows:

That certain 0.03 acre triangular tract of land described in deed dated June 4, 1923 from Mary B. Hansen and A. Hansen to Northern Pacific Railway Company recorded June 8, 1923 in Volume 1192 of deeds, Page 539, records of King County, Washington, said 0.03 acre tract being described in said deed for reference as follows:

That certain triangular portion of the Northeast Quarter of the Southeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., lying Easterly of and between the rights of way of the Northern Pacific Railroad Company for its Snoqualmie Branch and its Lake Washington Belt Line and Westerly of a line parallel with and distant 25 feet Easterly, measured at right angles from the center line of the proposed wye track connection between said branch lines as the same is now located, staked out and to be constructed over and across said premises; also,

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across that portion of the North Half of the Southeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., King County, Washington lying Northerly of the Southwesterly boundary of that certain 100 foot wide tract of land described in deed dated May 4, 1887 from Mary B. Jaderholm to Seattle Lake Shore and Eastern Railway company, recorded May 5, 1887 in Volume 40 of deeds, Page 288, records of King County, Washington.

EXHIBIT B

EASEMENT AREA

Woodinville to Brightwater Treatment Plant
(Easement Segment)
SNOHOMISH COUNTY

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the West Half of the Northeast Quarter of the Southwest Quarter, Section 26, Township 27 North, Range 5 East, W.M., bounded Northerly by the North line of the Northeast Quarter of the Southwest Quarter of said Section 26, and bounded Westerly by the West line of said Northwest Quarter of the Northeast Quarter of the Southwest Quarter, Section 26; also,

That portion of that certain 200.00 foot wide Branch Line right of way, being 100.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the West Half of the Southwest Quarter, Section 26, and the Northwest Quarter of the Northwest Quarter, Section 35, all in Township 27 North, Range 5 East, W.M., bounded on the East by the East line of said West Half of the Southwest Quarter of Section 26, and bounded on the South by the South line of said Northwest Quarter of the Northwest Quarter, Section 35, **EXCEPTING THEREFROM**, that portion lying Westerly of a line parallel and/or concentric with and distant 50 feet Westerly from, measured at right angles and/or radially to said Railway Company's Main Track centerline as originally located and constructed, bounded on the North by the North line of said Section 35, and bounded on the South by a line radial to said Main Track centerline at a point 530.00 feet South of the North line of said Section 35, as measured along said Main Track centerline; also,

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the Southwest Quarter of the Northwest Quarter Section 35, the Southeast Quarter of the Southeast Quarter of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter Section 34, all in Township 27 North, Range 5 East, W.M., bounded on the North by the North line of said Southwest Quarter of the Northwest Quarter Section 35, and bounded on the South by the South line of said Northeast Quarter of the Southeast Quarter Section 34; also,

That portion of that certain 50.00 foot wide Branch Line right of way, being 25.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the Southeast Quarter of the Southeast Quarter Section 34, Township 27 North, Range 5 East, W.M., bounded on the North by the North line of said Southeast Quarter of the Southeast Quarter Section 34, and bounded on the South by a line radial to said Railway Company's Main Track centerline, as originally located and constructed, at a point distant 600 feet Southwesterly of said North line of said Southeast Quarter of the Southeast Quarter Section 34, as measured along said Main Track centerline; also,

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across the South Half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter Section 34, Township 27 North, Range 5 East, W.M., bounded on the North by a line radial to said Railway Company's Main Track centerline, as originally located and constructed at a point distant 600 feet Southwesterly of said North line of said Southeast Quarter of the Southeast Quarter Section 34, as measured along said Main Track centerline, and bounded on the South by the South line of said Section 34, said line also being the South line of Snohomish County, Washington.

Woodinville to Brightwater Treatment Plant
(Easement Segment)
KING COUNTY

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across Lots 2, 3, the South Half Of the North Half, and the East half of the Southwest Quarter Section 3, the Northwest Quarter of Section 10, all in Township 26 North, Range 5 East, W.M., bounded on the North by the North line of said Section 3, said line also being the North line of King County, Washington, and bounded on the West by the West line of said Northwest Quarter Section 10, **EXCEPTING THEREFROM**, that portion lying Easterly of a line parallel with and distant 20 feet Easterly from, measured at right angles to said Railway Company's Main Track centerline, as now located and constructed, bounded on the North by the South line of 8th Street, according to the recorded plat of Bear Creek Addition to Day City, Washington and bounded on the South by a line perpendicular to said Railway Company's Main Track centerline distant 450.00 feet Southerly from the North line of said East Half of the Southwest Quarter Section 3, as measured along said Main Track centerline; also,

A 100 foot wide strip of land being that portion of that certain 100 foot wide strip of land described in deed dated June 8, 1887 from Ira Woodin and Susan Woodin to Seattle and West Coast Railway, recorded June 14, 1887 in Book 42 of Deeds, Page 410, records of King County, Washington, that portion of that certain 100.00 foot wide strip of land described in deed dated July 26, 1890 from Ira Woodin and Susan Woodin to Seattle and West Coast Railway, recorded November 10, 1890 in Book 112 of Deeds, Pages 556, records of King County, Washington, lying in Section 9 Township 26 North, Range 5 East, W.M., bounded on the East by the East line of said Section 9, and bounded on the West by the Northeasterly projection of the Northwesterly line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway as the same is now located and as it is described in deed dated July 24, 1903 from Frank A. Woodin and Anna Woodin to Northern Pacific Railway Company recorded July 30, 1903 in Book 370 of deeds, Page 89, records of King County, Washington, thence Northeasterly along said Northeasterly projection along the same radius to a point on the Northerly line of the present right of way of the Northern Pacific Railway.

That certain 0.32 acre tract of land described in deed dated July 24, 1903 from Frank A. Woodin and Anna Woodin to Northern Pacific Railway Company recorded July 30, 1903 in Book 370 of deeds, Page 89, records of King County, Washington, said 0.32 acre tract being described in said

deed for reference as follows:

“All that portion of the Southeast Quarter of the Northeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., described by mete and bounds as follows:

Beginning at the point where the Southeasterly line of the present right of way of the Northern Pacific Railway intersects the South line of said Southeast Quarter of the Northeast Quarter and running thence East along the South line of said Southeast Quarter of the Northeast Quarter a distance of 190 feet, more or less, to a point which 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 as the same is now located, staked out and to be constructed over and across said Government subdivision;

Thence running Northeasterly and parallel with and 50 feet distant from said center line of the Seattle Belt Line Branch a distance of 400 feet, more or less, to a point in the Southeasterly line of the present right of way of the Northern Pacific Railway, thence Southwesterly along said right of way line to point of beginning; also,

A 100 foot wide strip of land lying in the North Half of the Southeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., being that certain 1.91 acre tract of land 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 deeds, Page 48, records of King County, Washington and that certain 0.92 acre tract of land described in deed dated July 1, 1903 from A.J. Milton and Anna Milton to Northern Pacific Railway Company recorded July 10, 1903 in Volume 363 of deeds, Page 211, records of King County, Washington, said 100 foot wide strip being described as follows:

That certain 0.03 acre triangular tract of land described in deed dated June 4, 1923 from Mary B. Hansen and A. Hansen to Northern Pacific Railway Company recorded June 8, 1923 in Volume 1192 of deeds, Page 539, records of King County, Washington, said 0.03 acre tract being described in said deed for reference as follows:

That certain triangular portion of the Northeast Quarter of the Southeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., lying Easterly of and between the rights of way of the Northern Pacific Railroad Company for its Snoqualmie Branch and its Lake Washington Belt Line and Westerly of a line parallel with and distant 25 feet Easterly, measured at right angles from the center line of the proposed wye track connection between said branch lines as the same is now located, staked out and to be constructed over and across said premises; also,

That portion of that certain 100.00 foot wide Branch Line right of way, being 50.00 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across that portion of the North Half of the Southeast Quarter of Section 9, Township 26 North, Range 5 East, W.M., King County, Washington lying Northerly of the Southwesterly boundary of that certain 100 foot wide tract of land described in deed dated May 4, 1887 from Mary B. Jaderholm to Seattle Lake Shore and Eastern Railway company, recorded May 5, 1887 in Volume 40 of deeds, Page 288, records of King County, Washington.

Exhibit C

Surplus Property List

Property Name	Tax Parcel	Address
North Lake Union Site	408880-4530	1301 North Northlake Way
Duwamish Industrial Site	192404-9041	5209 East Marginal Way, Seattle
Duwamish Industrial Site	192404-9052	5225 East Marginal Way, Seattle
Duwamish Industrial Site	192404-9067	5225 East Marginal Way, Seattle
Duwamish Industrial Site	192404-9070	5225 East Marginal Way, Seattle
South Lake Union Site	408880-2995	1111 North Fairview Ave, Seattle
Duwamish Industrial Site	192404-9002	5801 East Marginal Way, Seattle
Duwamish Industrial Site	192404-9043	5427 Ohio Avenue South, Seattle

Exhibit D

Deed

**RETURN ADDRESS:
KING COUNTY OPEN SPACE ACQUISITIONS
201 SOUTH JACKSON STREET
SUITE 600
SEATTLE, WA 98104
ATTN: LINDA HOLECEK**

QUIT CLAIM DEED

GRANTOR: PORT OF SEATTLE
a municipal corporation of the State of Washington

GRANTEE: KING COUNTY
a political subdivision of the State of Washington

ABBREVIATED LEGAL DESCRIPTION: N/A
Full legal description on Exhibit A

ASSESSOR'S TAX PARCEL NOS.: _____,

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 King County, a political subdivision of the State of Washington ("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.

Exhibit A to Deed

Property Legal Description for Fee Acquisition Area

Exhibit E

ASSIGNMENT OF THIRD PARTY LEASES, LICENSES AND CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF THIRD PARTY LEASES, LICENSES AND CONTRACTS (this "Assignment") is entered into as of _____ by and between the PORT OF SEATTLE, a municipal corporation of the State of Washington ("Assignor") and KING COUNTY, a political subdivision of the State of Washington ("Assignee").

RECITALS

- A. Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____ (the "Agreement"), pursuant to which Assignee has agreed to purchase and Assignor has agreed to sell certain real property (the "Property").
- B. Assignor is a party to the Third Party Leases, Licenses and Contracts as described in the Agreement.
- C. Assignor wishes to assign, and Assignee wishes to assume, all of Assignor's right, title and interest in and to the Third Party Leases, Licenses and Contracts (collectively, the "Assigned Agreements").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, and Assignee hereby agree as follows:

1. Assignment. To the extent assignable, Assignor hereby assigns, transfers, and sets over unto Assignee all of Assignor's right, title and interest in and under the Assigned Agreements listed in Schedule 1, attached and incorporated hereto by this reference, subject to the following sentences of this Section. To the extent any Assigned Agreement relates to other property owned by Assignor ("Other Property"), then the foregoing assignment shall only apply as to the Property and not apply as to Other Property. For Assigned Agreements that relate to more than just the Property, Assignee shall not be entitled to any rent or proration of rent thereunder. If the Parties discover any additional Third Party Leases, Licenses and Contracts after the date of this Assignment, each shall reasonably cooperate with the other to assign such agreements consistent with the terms of this Assignment.
2. Assumption; Succession. To the extent assigned as set forth above, Assignee hereby assumes all of Assignor's duties and obligations under the Assigned Agreements arising and accruing from and after the date of this Assignment and Assignee succeeds to the interests of Assignor under the Assigned Agreements. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements on or after the date hereof. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all claims of any kind or nature arising from or related to such Assigned Agreements prior to the date hereof.
3. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Washington.

5. Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single document.

The parties hereto have executed this Assignment as of the date first written above.

PORT OF SEATTLE

By: _____

Name: Tay Yoshitani

Its: Chief Executive Officer

KING COUNTY

By: _____

Name: _____

Its: _____

Exhibit F

BILL OF SALE

This Bill of Sale is entered into by and between the Port of Seattle, a municipal corporation of the State of Washington ("Grantor") and King County, a political subdivision of the State of Washington ("Grantee").

WHEREAS Grantor and Grantee have entered into that certain Real Estate Purchase and Sale Agreement dated as of _____, 2012 (the "Real Estate Agreement"), pursuant to which Grantor has agreed to convey and Grantee has agreed to accept certain real property in King County, Washington.

WHEREAS, pursuant to the terms of the Real Estate Agreement Grantor and Grantee have executed and delivered that certain Quitclaim Deed dated of even date herewith pursuant to which Grantor has conveyed and Grantee has accepted the real property that is the subject of the Real Estate Agreement (the "Property"); and

WHEREAS, in accordance with the terms of the Real Estate Agreement Grantor and Grantee are entering into this Bill of Sale.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor has quitclaimed and by these presents does hereby quitclaim unto the Grantee, without any covenants of warranty whatsoever and without recourse to the Grantor, all its right, title and interest, if any, in and to any personal property located on the Property (the "Personalty").

This Bill of Sale is executed by Grantor and accepted by Grantee subject to any and all restrictions, reservations, covenants, conditions, rights-of-way, easements, and encumbrances, whether of record or not, if any. The terms and conditions set forth in the above stated Quit Claim Deed are incorporated herein by reference.

TO HAVE AND TO HOLD the Personalty unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Bill of Sale to be signed by its duly authorized officers this ____th day of _____, 2012.

GRANTOR
PORT OF SEATTLE

By: _____
Name: Tay Yoshitani
Title: Chief Executive Officer

GRANTEE
KING COUNTY

By: _____
Name: _____
Title: _____

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.		
PORT	2104	WOODINVILLE WATER DISTRICT	Sewer Pipeline	Eastern Spur	5/12/2011		1.09			
PMLO	LC-005002473	REDMOND LOCKERS & CUSTOM MEATS	COLD STORAGE LOCKER PLANT, CANCELS LC #400518;	OR-REDMOND	1/16/1991	LS. 404	Redmond Oregon			Not Located on ERC
PRPL	BF-00023266	KING COUNTY DOT	12 INCH STORM WATER PIPELINE;	WA-BELLEVUE	9/27/2002	LS. 405, MP. 7.06	7.06			
PRPC	NP-00094422	BERGE, VERDA; ASSIGNED TO JOHN C. WINDELL;	PRIVATE CROSSING, SS. 849+56, NEAR MP. 8.00	WA-BELLEVUE	8/3/1964	LS. 405	8			
PRPC	NP-00094424	PLOEGMAN, RJ	PRIVATE CROSSING, SS. 849+56	WA-BELLEVUE	11/4/1984	MP. 8	8		0.0/5	
PRPC	NP-00093752	THOMPSON, DALE	PRIVATE CROSSING NEAR MP. 8; KING COUNTY; CANCELS NP64904	WA-BELLEVUE	3/13/1964	LS. 405	8		1.0/5	
PMLO	LC-00226061	CLEARMAN JOHN F	DWELLING PIPELINE YARD & DRIVEWAY	WA-BELLEVUE	3/1/1977		8.46			
PRPC	NP-00095317	ALLDREDGE, JOLE L	PRIVATE CROSSING, SS. 849+56,	WA-BELLEVUE	10/1/1965	MP. 8.50	8.5		8.46/0	
PRPC	NP-00095320	DEMICK JR, VAN B; REECE, WILLIAM	PRIVATE CROSSING, SS. 849+56, KING COUNTY; CANCELS NP70874	WA-BELLEVUE	6/2/1965	MP. 8.50	8.5			
PRPC	CX-85016015	NEWTON, JOYCE B	M&O PRIVATE ROAD CROSSING, KING COUNTY, CANCELS NP94423	WA-BELLEVUE	6/18/1984	LS. 0405, MP. 8.50	8.5		5.0/5	
PRPC	NP-00095318	STIXURD, WILLIAM O	PRIVATE CROSSING, SS. 849+56, KING COUNTY, CANCELS NP70874	WA-BELLEVUE	4/20/1965	MP. 8.50	8.5		0.0/5	
PRPC	NP-00095229	VITALICH, ANTON; MATHISON, BARBARA	PRIVATE CROSSING, SS. 849+56, KING COUNTY	WA-BELLEVUE	6/18/1959	LS. 405	8.5			
PRPC	NP-00099160	BROWN, ROBERT W.	PRIVATE ROAD CROSSING, KING COUNTY	WA-BELLEVUE	5/8/1968	LS. 0405, MP. 8.63	8.63		5.0/5	
PRPC	NP-00085921	SWANSON, JOHN H	PRIVATE CROSSING & 18 INCH CULVERT NEAR MP. 8; KING COUNTY; CANCELS NP80395	WA-BELLEVUE	1/22/1959	LS. 405	8.63			

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.		
GVXS	BN-00019545	BELLEVUE, CITY OF	CONSTRUCT CROSSING, LAKE WASHINGTON BLVD. SOUTHEAST, INSTALL ASPHALT CROSSING INSTALL FLANGE & HEADER RAILS, INSTALL AFLS/CANTILEVER/GATES; KING COUNTY;	WA-BELLEVUE	1/28/1985	MP. 8+3386, LS. 405	8.64	095990E		
GVHB	BF-00009816	BELLEVUE, CITY OF	CONSTRUCT RR. BRIDGE TO ACCOMODATE PEDESTRIAN/BIKEWAY AT 118TH AVENUE SE;	WA-BELLEVUE	4/1/1999	LS. 0405, MP. 9.15	9.15	091753E		
PRPL	UC-00211333	BELLEVUE SEWER DISTRICT	8 INCH SANITARY SEWER PIPELINE, KING COUNTY	WA-BELLEVUE	8/1/1973	MP. 9+813	9.15		4.0/5	
PRPW	NP-00015044	PACIFIC TELEPHONE & TELEGRAPH CO.; PACIFIC NORTHWEST BELL TELEPHONE CO.	OHD WIRE LINE, NEAR MP. 9.00	WA-BELLEVUE	4/15/1959	LS. 405	9.16			
PRPL	NP-00098556	SEATTLE, CITY OF	30 WATER MAIN, SS. 749+95, KING COUNTY	WA-BELLEVUE		MP. 9.88	9.88		5.0/5	
PRPW	BF-00015315	COMMUNITY TELECABLE OF BELLEVUE, INC.	FIBER OPTIC CATV CROSSING; LS. 405, MP. 11.63;	WA-BELLEVUE	8/4/2000	LS. 405	11.63			
PRPW	BF-00013508	WORLDWIDE FIBER NETWORKS, INC.	UGD FIBER OPTIC COMMUNICATION CABLES; LS. 405, MP. 11.71;	WA-BELLEVUE	3/3/2000	LS. 405	11.71			
GVXS	BF-00228145	BELLEVUE, CITY OF	WIDEN & IMPROVE 5TH STREET INCLUDING ADDITION OF SIGNAL GATES	WA-BELLEVUE	9/4/2002	LS. 0405, MP. 11.76	11.76	091764S		
GVXS	BN-00009278	BELLEVUE, CITY OF	INSTALL AFLS/CANTILEVER/GATES AT S.E. 5TH STREET GRADE CROSSING; KING COUNTY;	WA-BELLEVUE	8/28/1977	MP. 11+4001, LS. 405	11.76	091764S		
PRPL	PX-91016055	BELLEVUE, CITY OF	8 INCH PVC SEWER PIPELINE, SS. 650+54, KING COUNTY	WA-BELLEVUE	3/15/1991	LS. 0405, MP. 11.76	11.76		11.67/	
PRPL	PX-88016072	PRYDE CORP.	UGD DRAINAGE PIPELINE, 643+08, KING COUNTY	WA-BELLEVUE	9/1/1986	LS. 0405, MP. 11.90	11.9			

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.		
GVXS	BN-00008277	BELLEVUE, CITY OF	INSTALL AFLS/CANTILEVER/GATES AT MAIN STREET GRADE CROSSING; KING COUNTY;	WA-BELLEVUE	6/28/1977	MP. 12+337	12.06			
GVXS	BF-00002764	BELLEVUE, CITY OF	WIDEN & IMPROVE THE S.E. 1ST STREET GRADE CROSSING; KING COUNTY	WA-BELLEVUE	9/15/1997	LS. 0405, MP. 12.07	12.07	091765Y		
PRPW	PX-85018093	BELLEVUE, CITY OF	UGD TELEPHONE CABLE, SS. 633+01, KING COUNTY	WA-BELLEVUE	11/1/1985	SL. 0405, MP. 12.09	12.09		15.0/10	
PRPW	LC-00232428	US WEST COMMUNICATIONS, INC.; FKA PACIFIC NORTHWEST BELL TELEPHONE CO.;	UGD TELEPHONE WIRE LINE, SS. 632+00, MP. 12+600 FT.;	WA-BELLEVUE	9/1/1979	LS. 405	12.11			
PRPL	NP-00008614	KING COUNTY WATER DISTRICT NO. 68; BELLEVUE, CITY OF	12 INCH & 4 INCH WATER PIPELINE, SS. 632+150, NEAR MP. 12; KING COUNTY	WA-BELLEVUE		LS. 405	12.12			
PRPL	PX-95020565	MFS NETWORK TECHNOLOGIES, INC.	UNDERGROUND FIBER OPTIC TELEPHONE CABLE CROSSING	WA-BELLEVUE	6/9/1995	LS. 405	13.7			
PRPW	PX-95021086	MFS NETWORK TECHNOLOGIES, INC.	20 INCH 20 INCH CASING PIPELINE FOR FUTURE PLACEMENT OF FIBER OPTIC CABLE, AT 120TH NE; KING COUNTY	WA-BELLEVUE	6/8/1995	LS.0405, MP. 13.70	13.7			
PRPW	PX-95021085	MFS TECHNOLOGIES, INC.	20 INCH UGD STEEL CASING PIPELINE FOR FUTURE PLACEMENT OF FIBER OPTIC CABLE AT 120TH AVENUE NE & SOUTH OF NORTHRUP WAY; KING COUNTY	WA-BELLEVUE	5/17/1995	LS. 0405, MP. 13.70	13.7			
GVHB	BN-00021398	BELLEVUE, CITY OF	RECONSTRUCTION OF NORTHRUP WAY OVERHEAD BRIDGE WHERE IT CROSSES TRACK, GRANT EASEMENT;	WA-BELLEVUE	11/25/1985	MP. 13.71	13.71			
PRPL	PX-90016250	GTE NORTHWEST INC	4 INCH OD PVC PIPELINE INSIDE A 10 INCH CASING, SS. 547+00, KING COUNTY	WA-BELLEVUE	10/15/1990	LS. 0405, MP. 13.72	13.72			

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
PRPL	LC-00231126	EASTSIDE ROOFING SUPPLY INC.	6 INCH SEWER PIPELINE, SS. 545+21, KING COUNTY	WA-BELLEVUE	3/16/1979	LS. 0405, MP. 13.75	13.75		10.0/10
PRPW	BE-00013507	WORLDWIDE FIBER NETWORKS, INC.	UGD FIBER OPTIC COMMUNICATION CABLES; LS. 405, MP. 13.82;	WA-BELLEVUE	3/3/2000	LS. 405	13.82		
GVHB	BN-00052524	WASHINGTON STATE OF	WIDEN & IMPROVE SR-405 OVERHEAD HIGHWAY BRIDGE NO. 405/48 S. W.	WA-BELLEVUE	8/2/1991	LS. 405	13.89		
PRPL	LC-00238185	WHIRLPOOL CORP.; BELLEVUE, CITY OF	29 INCH STORM WATER DRAINAGE PIPELINE, SS. 533+59, KING COUNTY	WA-BELLEVUE	12/16/1980	LS. 0405, MP. 13.97	13.97		
PRPL	LC-00234103	WHIRLPOOL CORP.; BELLEVUE, CITY OF	6 INCH SANITARY SEWER PIPELINE, SS. 528+30, KING COUNTY	WA-BELLEVUE	4/1/1980	LS. 0405, MP. 14.07	14.07		
PRPL	LC-00234102	BELLEVUE, CITY OF	12 INCH WATER PIPELINE, SS. 527+85, KING COUNTY	WA-BELLEVUE	4/1/1980	LS. 0405, MP. 14.08	14.08		10.0/10
PRPW	LC-00228440	GENERAL TELEPHONE COMPANY OF THE NORTHWEST	UGD TELEPHONE CABLE, SS. 500+20, KING COUNTY	WA-BELLEVUE	5/16/1978	LS. 0405, MP. 14.12	14.12		
PRPC	CX-90019913	BELLEVUE CITY OF	M&O PRIVATE ROAD CROSSING, SURVEY STATION 525+20, MP. 14.14, LINE SEGMENT 0405	WA-BELLEVUE	2/1/1990	LS. 405	14.14		BNSF/JLL Show as active even though term has expired
PRPL	LC-00245930	SPANOS A G CONSTRUCTION INC	SEWER LINE XING MP 14 + 1812	WA-BELLEVUE	12/16/1983	LS. 405	14.31		15/0
PRPL	LC-00245929	SPANOS A G CONSTRUCTION INC	WATER LINE XING MP 14 + 1862	WA-BELLEVUE	12/16/1983	LS. 405	14.35		15/0
PRPL	LC-00216622	BELLEVUE, CITY OF	12 INCH WATER PIPELINE, SS. 500+00, KING COUNTY	WA-BELLEVUE	8/1/1978	LS. 0405, MP. 14.61	14.61		10.0/10
GVXS	BN-00013194	BELLEVUE, CITY OF	REHABILITATE CROSSING AT 8TH AVENUE NORTHEAST;	WA-BELLEVUE	2/9/1981	MP. 14+3251	14.62	091773R	
GVXS	BN-00013305	BELLEVUE, CITY OF	INSTALL CANTILEVER AFLS/GATES AT NE 108TH AVENUE;	WA-BELLEVUE	7/6/1980	MP. 14+3251	14.62	091773R	
PRPL	LC-00241159	BELLEVUE, CITY OF	8 INCH WATER PIPELINE & 6 INCH SEWER PIPELINE, SS. 738+13 & SS. 737+84, KING COUNTY	WA-BELLEVUE	4/1/1983	LS. 0405, MP. 10.10 & MP. 10.11	10.10, 10.11		5.0/5

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
PRPL	NP-00093095	SEATTLE, CITY OF; MUNICIPALITY OF METROPOLITAN SEATTLE	LONGITUDINAL SEWER PIPELINE, KING COUNTY	WA-BELLEVUE	5/14/1963	MP. 10.16 TP MP. 10.98	10.16- 10.98	
GVXS	BF-00045817	WASHINGTON, STATE OF	REMOVAL OF EXISTING TRACK FROM WILBURTON AREA AS PART OF IMPROVEMENT TO I-405; KING COUNTY	WA-BELLEVUE	2/23/2007	LS. 0405, M.P. 10.60 TO MP: 11.35	10.6-11.35	
PMLO	BF-00005265	HO, INC.	LEASE OF PREMISES FOR PURPOSE OF STORING CARS, LS. 405, MP. 12.6 TO MP. 12.7	WA-BELLEVUE	4/1/1998	LS. 405	12.6-12.7	
PMLO	LC-00246175	BENNETT, GEORGE M	ACCESS ROADWAY, BEAUTIFICATION, & 8 INCH DRAINAGE PIPELINE; KING COUNTY	WA-BELLEVUE	1/16/1984	MP. 8.47 TO MP. 8.50	8.47-8.5	638.540/
PRPL	NP-00094462	MUNICIPALITY OF METROPOLITAN SEATTLE	UGD SEWER PIPELINE & 2 INCH WATER PIPELINE, SS. 738+73 & SS. 738+30 RESPECTIVELY; KING COUNTY	WA-BELLEVUE	7/22/1984	LS. 0405, MP. 09 & MP. 10.10	9, 10.10	
PMLO	LC-00400377	BELLEVUE, CITY OF	LEASE OF LANDFOR STORAGE & FIRE LANE, KING COUNTY; CANCELS LC #234093;	WA-BELLEVUE	3/1/1988	LS. 405	KC	236029.0 0/1
PRPL	NP-00100281	KING COUNTY WATER DISTRICT NO. 68; BELLEVUE, CITY OF	12 INCH WATER MAIN INSIDE A 20 INCH CASING, NEAR 116TH STREET, KING COUNTY	WA-BELLEVUE	8/1/1968	LS. 405	KC	
PMLO	LC-00400286	SEDA ROBERT JAMES	DRIVEWAY, CANCELS LC #246171;	WA-BELLEVUE	1/12/1988	LS. 405		800/1
PMLO	LC-00247783	C & I CO	PARKING	WA-BELLEVUE	10/20/1984	LS. 405		
PMLO	LC-00500889	EASTSIDE JEEP EAGLE	PARKING FOR EMPLOYEES	WA-BELLEVUE	8/16/1989	LS. 405		
PMLO	LC-00500363	ENTERPRISE LEASING CO	AUTOMOBILE PARKING (COPY OF CONTRACT IN FILE)	WA-BELLEVUE	10/28/1991	LS. 405		
PMLO	LC-00209802	EVERGREEN SERVICES CORP	ACCESS ROADWAY FENCE & BEAUTIFICATION	WA-BELLEVUE	4/1/1973	LS. 405		

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
PMLO	LC-00235235	FARMER KATHLEEN A	FENCE & ROADWAY ETC JT P J HARRADINE	WA-BELLEVUE	9/1/1980	LS. 405			
PMLO	NP-00085258	GRAHAM CECIL L		WA-BELLEVUE		LS. 405			
PMLO	LC-00230873	KIMSEY TIMOTHY M & GLENDA M	FENCE ROADWAY PARKING & BEUTIFICATION	WA-BELLEVUE	2/1/1979	LS. 405			
PMLO	NP-00088938	MUTUAL MATERIALS CO		WA-BELLEVUE		LS. 405			Stamped Cancelled 3/31/93
PMLO	LC-00241128	SPAWN DONALD L	FENCE & RDWY, PVT. PKG.	WA-BELLEVUE	6/16/1982				
PRPW	NP-00088525	TELECABLE OF BELLEVUE, INC.	TELEVISION CABLE, SS. 638+00; KING COUNTY	WA-BELLEVUE	6/1/1987	LS. 405			
PMLS		DEAN WITTER REALTY INCOME PARTNERSHIP II LP.; 110 ATRIUM PLACE ASSOC., LLC.; EQUITY OFFICE PROPERTIES;	OFFICE LEASE; 1,671 SF., UNITED OLYMPIC LITE BUILDING, 110 110TH AVENUE NE, BELLEVUE, WA	WA-BELLEVUE	4/17/1987	LS. 405			Not ERC - Office Lease
PMLS		AMBERJACK LTD.	OFFICE LEASE KEY BANK BUILDING, SUITE 423, 10655 NE FOURTH;	WA-BELLEVUE	2/10/1989	LS. 405			Not ERC - Office Lease
PMLS		AMBERJACK LTD	OFFICE LEASE	WA-BELLEVUE	8/1/1993	LS. 405			Not ERC - Office Lease
PRGN		HATTRICK, JS	CATTLE PASS UNDER BRIDGE 39.6; SKAGIT COUNTY	WA-BELLEVUE	2/21/1927	LS. 405			Not Located on ERC
PMLO	NP-00516572	WOLFSTONE, FRED	COMMUNITY SPORTS COURT, CANCELS LC #400432	WA-BELLEVUE	7/1/1994	LS. 405			Not Located on ERC - Located in the City of Monroe in Snohomish County
GVHB	NP-00018502	WASHINGTON, STATE OF	RAILWAY CHANGES INVOLVING REPLACEMENT OF BRIDGES 9.48 AND 10 TO CARRY TRACKS OVER INTERSTATE HWY. 90 AND HENRY BROCK ROAD;	WA-FACTORIA	9/18/1967	MP. 9.75, MP. 10.18	9.75, 10.18		
GVXS	NP-00021266	WASHINGTON, STATE OF, DEPT. OF STATE HWYS.	INSTALL AFLS AT PRIMARY STATE HWY. NO. 2 GRADE CROSSING, SNOQUALMIE BRANCH	WA-HOLLYWOOD	3/28/1952	MP. 1.86	1.86		
PRPL	NP-74623	MACBRIDE, PHILIP D.	10 INCH TILE DRAIN PIPELINE, LS. 404, MP. 2.15	WA-HOLLYWOOD	4/15/1952		2.15		
PRPL	NP-74359	MACBRIDE, PHILIP D.	DRAIN PIPELINE, LS. 404. MP. 2.28	WA-HOLLYWOOD	5/1/1951		2.28		

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
PRPC	NP-70746	MACBRIDE, PHILIP D.	3 PRIVATE CROSSINGS	WA-HOLLYWOOD	7/20/1949			
PRPC	LC-00230243	RENTON, CITY OF	PRIVATE ROAD CROSSING; CANCELS NP #80816; KING COUNTY;	WA-KENNYDALE	12/1/1978	MP. 4+1773	4.34	
PRPL	LC-00239173	RENTON, CITY OF	8 INCH WATER PIPELINE, MP. 4+4194, SS. 1017+70;	WA-KENNYDALE	9/22/1981	LS. 405	4.79	
IDIT	NP-00006996	SPIEGEL, WA	SPUR TRACK NEAR MP.5.00, SS. 10373+52	WA-KENNYDALE	8/10/1928	LS. 405	5	
PRPW	27737-463	PACIFIC TELEPHONE AND TELEGRAPH CO.	MP. 5, 2 4" PIPELINES	WA-KENNYDALE	10/25/1957		5	
PMLO	LC-00226589	DUBOIS, JOHN & PEGGI	SITE FOR PRIVATE AUTO PARKING, STORAGE & GARDEN, SS. 1000+00; KING COUNTY	WA-KENNYDALE	8/1/1978	MP. 5.14	5.14	
PMLO	PX-92018189	RENTON, CITY OF	PAVING ROADWAY FOR ACCESS TO AN EXISTING SEWER LIFT STATION ON ROW; SS. 970+50; KING COUNTY	WA-KENNYDALE	11/2/1992	LS. 0405, MP. 5.71	5.71	
PRPL	BF-00046312	RENTON, CITY OF	24 INCH STORM WATER PIPELINE, KING COUNTY	WA-KENNYDALE	7/2/2007	LS. 405, MP. 5.94	5.94	
PRPC	LC-00232814	BELL, G RICHARD & ELISABETH	M&O 16 FOOT PLANK PRIVATE ROAD CROSSING; SS. 823+08, KING COUNTY, MP. 8+2650	WA-KENNYDALE	10/16/1979	MP. 8.50	8.5	
PRPC	OX-95620123	BRENNAN, KARNOSKI, MCMAHON, ERICKSON	24 FOOT PRIVATE ROAD CROSSING, MP. 18.59; KING COUNTY	WA-KENNYDALE	6/14/1995	MP. 18.49	18.49	
PMLO	LC-00232753	BITNEY, DEAN W	SITE FOR PARKING & BEAUTIFICATION, SS. 1004+78; KING COUNTY; CANCELS LC228415	WA-KENNYDALE	10/1/1979	LS. 405		
PMLO	LC-00500914	HOOVER, DAVID J.	GARDEN, YARD, BULKHEAD, NON-EXCLUSIVE ROADWAY & PARKING	WA-KENNYDALE	4/2/1996	LS. 405		
PMLO	NG-00032001	KING, COUNTY OF	ROADWAY & DRAINAGE PURPOSES	WA-KENNYDALE	12/4/1917	LS. 405		

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
PMLO	LC-00232754	MARTINDALE, JAMES	SITE FOR ROADWAY & PARKING, KING COUNTY; CANCELS LC228417	WA-KENNYDALE	10/1/1979	LS. 405		
PRPC	BN-00018241	PAGE, PEARL M.	M&O PRIVATE ROAD CROSSING;	WA-KENNYDALE	3/14/1984			
PRPL	LC-00232754	BITNEY, DEAN W, MARTINDALE, JAMES	6 INCH LONGITUDINAL WATER PIPELINE ON ROW; KING COUNTY	WA-KENNYDALE	9/1/1979	LS. 405		848.72/1
PRPL	NP-00016195	RENTON CITY OF		WA-KENNYDALE	6/11/1970	LS. 405		
PRPL	LG-00738547	RENTON, CITY OF	6 INCH LONGITUDINAL WATER PIPELINE ALONG ROW BETWEEN FIRST & SECOND STREETS; KING COUNTY	WA-KENNYDALE	5/16/1978	LS. 405		
PRPW		PACIFIC TELEPHONE AND TELEGRAPH CO.	MASTER AGREEMENT, WIRELINES	WA-KENNYDALE	4/3/1981			
PRPL	NP-38488	KING, COUNTY OF	12 INCH CONCRETE SEWER PIPELINE	WA-KING COUNTY	3/14/1922	LS. 405		
PRPW	BF-00009363	US WEST COMMUNICATIONS, INC.	UGD FIBER OPTIC COMMUNICATION CABLE; LS. 405, MP. 11.78;	WA-KIRKLAND	3/23/1999		11.78	
PRGN	BE-00016100	STEVEN D. CRAMER & ASSOCIATES, INC.	REMOVE TREES & BRUSH FROM BNSF PROPERTY; LS. 405, MP. 15.15;	WA-KIRKLAND	7/29/1999	LS. 405	15.15	
GVXS	BN-0011026	KING, COUNTY OF	REHAB CROSSING & INSTALL AUTOMATIC FLASHING LIGHT SIGNALS WITH GATES AT 132ND AVENUE; SS. 198+15, SEE NP24342; KING COUNTY	WA-KIRKLAND	12/12/1998	LS. 0405, MP. 20.38	20.38	091791N
GVXS	NP-00017649	KING, COUNTY OF	INSTALL AFLS AT 132ND AVENUE NORTHEAST GRADE CROSSING;	WA-KIRKLAND	9/25/1964	MP. 20+1918	20.38	
PRPW	LC-00239458	VIACOM CABLEVISION, INC.	OHD TELEVISION CABLE, SS. 198+01, KING COUNTY	WA-KIRKLAND	11/16/1981	LS. 0405, MP. 20.38	20.38	25.0/10
PRPL	BA-85016015	BUCHAN BROTHERS CONSTRUCTION CO.; BENCHMARK, INC.	15 INCH STORM WATER PIPELINE, SS. 190+13, KING COUNTY	WA-KIRKLAND	2/28/1983	LS. 0405, MP. 20+2515	20.48	0.0/5

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
PRPL	LC-00245061	TYEE CONSTRUCTION CO.	8 INCH & 15 INCH CMP STORM DRAINAGE PIPE WITH OVERFLOW SPILLWAY, KING COUNTY	WA-KIRKLAND	9/1/1983	LS. 0405, MP. 20.51	20.51	
PRPC	CX-87016012	ROSEN SUPPLY CO.	M&O OF PRIVATE ROAD CROSSING, SS. 182+05, KING COUNTY	WA-KIRKLAND	2/3/1992	LS. 0405, MP. 20.6	20.6	20.0/5
PRPL	LC-00245133	NORTHEAST LAKE WASHINGTON SEWER & WATER DISTRICT	1.5 INCH SANITARY SEWER PIPELINE, SS. 184+70, KING COUNTY	WA-KIRKLAND	9/16/1983	LS. 0405, MP. 20.60	20.6	
PMLO	LC-00250531	PRUDENTIAL BACHE EQUITECC REAL ESTATE PARTNERSHIP	PARKING; SS. 182+29, KING COUNTY, CANCELS LC #244671;	WA-KIRKLAND	3/5/1987	LS. 0450, MP. 20.62	20.62	0.0/5
PRGN	BE-00011892	VALLEY VIEW DEVELOPMENT, LLC.	C&M CRUSHED ROCK APRON FOR STORM DISCHARGE INTO BNSF EXISTING CULVERT; LS. 405, MP. 20.96;	WA-KIRKLAND	9/23/1999	LS. 405	20.96	
PRPL	LC-00229873	KING COUNTY WATER DISTRICT NO. 81	8 INCH WATER PIPELINE NEAR MP. 21.00, SS. 182+35, KING COUNTY	WA-KIRKLAND	10/16/1978	LS. 405	21	10.0/10
GVXS	BN-00035752	KING, COUNTY OF	REMOVE CROSSBUCK & INSTALL AUTOMATIC FLASHING LIGHT SIGNALS AT 140TH AVENUE NE; KING COUNTY	WA-KIRKLAND	9/8/1993	LS. 0405, MP. 21.13	21.13	091792V
GVXS	NP-00018420	KING, COUNTY OF	INSTALL AFLS AT NORTHEAST 145TH STREET GRADE CROSSING;	WA-KIRKLAND	5/22/1967	MP. 22+1510	22.29	
GVHB	NP-00006097	KING, COUNTY OF	CONSTRUCT OVERHEAD BRIDGE;	WA-KIRKLAND	5/25/1926	LS. 405		
IDIT	NP-00017253	LAKE WASHINGTON LAND CO		WA-KIRKLAND	3/20/1963	LS. 405		
PMLO	LC-00217960	GRAHAM STEEL CORP	ACCESS ROADWAY	WA-KIRKLAND	4/16/1975	LS. 405		
PMLO	LC-00230299	KESTER BROTHERS INC	SITE FOR PARKING LOT & ACCESS	WA-KIRKLAND	1/1/1979	LS. 405		
PMLO	NP-00055286	OLYMPIC PIPELINE CO.	16 INCH PETROLEUM PRODUCTS PIPELINE, KING COUNTY	WA-KIRKLAND	1/26/1985	LS. 405		240.0/1

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
PRPL	LC-00229979	NORTHEAST LAKE WASHINGTON SEWER DISTRICT	8 INCH SEWER PIPELINE, SS. 196+10, KING COUNTY	WA-KIRKLAND	11/1/1978	LS. 405			
PRPL	LC-00210010	OLYMPIC PIPE LINE CO.	20 INCH PETROLEUM PRODUCTS PIPE LINE, SS. 179+77, KING COUNTY	WA-KIRKLAND	4/1/1973	LS. 405		4.0/5	
PRPW		PUBLIC UTILITY DISTRICT NO. 1	MAINTAIN 1 POLE ON RIGHT OF WAY, PEN OREILLE COUNTY	WA-NEWPORT	8/12/1955				Not Located on ERC
PRPC	NP-00015880	DANIELS, MI	PRIVATE ROAD CROSSING, SS. 1017+43;	WA-NEWPORT	12/29/1964				Not Located on ERC
PRPW		PEND OREILLE COUNTY PUD NO. 1	OHD POWERLINE, 28 POLES & 16 ANCHORS, SS. 1097+88, SS. 1116+55 & SS. 1128+73; CANCELS GN #57286	WA-NEWPORT	1/5/1970				Not Located on ERC
PRPW		GENERAL TELEPHONE COMPANY OF THE NO	TEL CABLE ACROSS R/W	WA-NEWPORT	3/1/1971			0.0/5	Not Located on ERC
PMLO		GROOM GLEN L	WAREHOUSE & WATER LINE	WA-NEWPORT	11/1/1972				Not Located on ERC
PMLO		UNITED STATES	WARNING SIGNS ABOVE ALBENI FALLS DAM	WA-NEWPORT	3/10/1982			0.0/10	Not Located on ERC
PRPW		GENERAL TELEPHONE COMPANY OF THE NO	PHONE CABLE ACROSS R/W & TRK STA 2+81	WA-NEWPORT	8/1/1977			0.0/5	Not Located on ERC
PRPW	LC-00221100	INLAND POWER & LIGHT CO.	OHD ELECTRIC WIRE LINE, PEND OREILLE COUNTY	WA-NEWPORT	3/16/1979	MP. 1446+1494			Not Located on ERC
PRPW		GENERAL TELEPHONE COMPANY OF THE NO	PHONE CABLE XING SS 14+33.3	WA-NEWPORT	7/16/1980			0/10	Not Located on ERC
PMLO		PEND OREILLE COUNTY PUD 1	WIRE & ANCHOR ENCROACHMENT	WA-NEWPORT	4/1/1982			0.0/5	Not Located on ERC
GVXS	NP-00010202	WASHINGTON, STATE OF	INSTALL AUTOMATIC FLASHING LIGHT SIGNALS AT SH-1, SS. 199+88.9;	WA-NORTHROP	5/27/1959	MP. 14.61	14.61		
PRPC	LC-00227100	HORN, PAUL R	60 FOOT ROAD CROSSING, SS. 972+85; KING COUNTY	WA-QUENDALL	11/16/1977	MP. 5.66	5.66	0.0/5	
PRPC	NP-00073972	BARBEE MILL CO. INC; PAN ADOBE; BOISE CASCADE;	PRIVATE CROSSING, SS. 957+57; KING COUNTY, CANCELS NP 56842	WA-QUENDALL	10/20/1951	M,P. 5.99	5.99		
PRPC	NE-00013850	THAVIS CORPORATION; JH BAXTER & CO.	PRIVATE ROAD CROSSING NEAR MP. 6; KING COUNTY	WA-QUENDALL	12/31/1959	LS. 405	6		

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
PRPL	NP-00087427	RENTON, CITY OF	1 INCH WATER PIPELINE NEAR MP. 6 TO SERVE BARBEE CO.; KING COUNTY	WA-QUENDALL	11/2/1959	LS. 405	6	
PRPL	BF-00046422	RENTON, CITY OF	10 INCH POTABLE WATER PIPELINE, KING COUNTY	WA-QUENDALL	7/9/2007	LS. 405, MP. 6.05	6.05	
PRPL	BF-00046075	RENTON, CITY OF	12 INCH STORM WATER PIPELINE, KING COUNTY	WA-QUENDALL	7/2/2007	LS. 405, MP. 6.07	6.07	
PRPL	NP-00095204	BARBEE MILL CO. INC.	TWO 1 INCH WATER PIPELINES INSIDE A 16 INCH CASING, SS. 948+36; KING COUNTY	WA-QUENDALL	12/1/1964	MP. 6.13	6.13	
PRPC	CX-93016019	DUNLAP TOWING CO.	M&O OF PRIVATE ROAD CROSSING, SS. 943+35, KING COUNTY	WA-QUENDALL	8/4/1993	LS. 405, MP. 6.20	6.2	
PRPC	LC-00217404	QUENDALL TERMINALS	REMOVE EXISTING CROSSING & INSTALL TWO NEW 32 FOOT PRIVATE CROSSINGS NEAR SE 80TH STREET, SS. 943+35, KING COUNTY	WA-QUENDALL	5/1/1975	MP. 6.22	6.22	
PRPC	LC-00225584	SEABOARD LUMBER CO.	32 FOOT PLANK ROAD CROSSING, SS. 43+35, KING COUNTY	WA-QUENDALL	6/16/1977	MP. 6.22	6.22	0.0/5
PRPW	BF-48393	CONNOR HOMES AT BARBEE MILL, INC.	UGD FIBER OPTIC TELEPHONE WIRELINE	WA-QUENDALL	1/11/2007	LS. 405, MP. 6.22	6.22	
PRPL	NP-00095126	SEATTLE, MUNICIPALITY OF METROPOLITAN	16 INCH SEWER PIPELINE, SS. 936+18; KING COUNTY	WA-QUENDALL	11/17/1964	MP. 6.36	6.36	
PRPC	LC-00244109	CRAWFORD, ROD T. & ELIZABETH	M&O 40 FT. & 20 FT. PRIVATE ROAD CROSSING NEAR SS. 922+53, KING COUNTY	WA-QUENDALL	6/1/1983	MP. 6.62	6.62	
PRPC	LC-00227300	MISTY COVE INC.	INE 20 FOOT & ONE 40 FOOT PRIVATE CROSSING NEAR SS. 922+53, KING COUNTY, CANCELS LC #222056;	WA-QUENDALL	4/16/1981	MP. 6.62	6.62	0.0/5

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
PRGN	BF-00046522	PARAMETRIX, INC.	TEMPORARY OCCUPANCY FOR SURVEY WORK, KING COUNTY	WA-QUENDALL	7/27/2007	LS. 405, MP. 6.63	6.63		
PRPC	NP-00069073	MYLROTE, WILLA WILCOS; MOSER, TED; ERICKSON, ARTHUR & NADIA	PRIVATE ROAD & CROSSING NEAR SS. 918+65.4; KING COUNTY	WA-QUENDALL	8/2/1948	MP. 6.63	6.63		
PRPW	LC-00237664	NORTHWEST CABELVISION INC. DBA TELEPROMPTER OF SEATTLE; TCI OF SEATTLE INC	OHD TV CABLE CROSSING, SS. 921+75, KING COUNTY	WA-QUENDALL	6/1/1981	MP. 6.63	6.63		
PRPL	LC-00246533	MISTY COVE HOMEOWNERS ASSOC.	4 INCH SEWER PIPELINE, SS. 921+45, CANCELS LC219232;	WA-QUENDALL	11/1/1983	MP. 6.64	6.64		
PMLO	LC-00247772	MISTY COVE HOMEOWNERS ASSN.	PARKING NEAR SS. 920+81, MP. 6.65; KING COUNTY	WA-QUENDALL	10/1/1984	MP. 6.65	6.65	1311.270	/1
PRPW	LC-1923378	TCI OF SEATTLE, INC.; TELEPROMPTER OF SEATTLE; GROUP W CABLE, INC.;	UGD TV CABLE, SS. 914+77, MP. 6+4061;	WA-QUENDALL	7/16/1981	MP. 6.77	6.77	0.0/10	
PMLO	NP-00100539	CONRAD, ROBERT; HARDWICK, MORTON	SITE FOR CARPORT & PORTION OF A YARD NEAR MP. 7; KING COUNTY; CANCELS NP80354	WA-QUENDALL	11/14/1968	LS. 405	7		
PRPC	NP-75462	BARRET, P.; CLARK LA; FEY, E; REDMUND RE; ROBERTS CG; VERHOEF, BESSIE	PRIVATE CROSSING NEAR MP. 7, KING COUNTY	WA-QUENDALL	10/10/1952	LS. 405	7		
PRPC	NP-1007302	BARRRETT, P; CLARK LA; FEY, E; REDMUND RE; ROBERTS CG; VERHOEF, BESSIE	PRIVATE CROSSING NEAR MP. 7, KING COUNTY	WA-QUENDALL	10/10/1952	LS. 405	7		
PRPW	NP-00054418	PACIFIC TELEPHONE & TELEGRAPH CO.	TELEPHONE WIRE LINE UNDER BRIDGE 8.2 WITH CONTACT ON BRIDGE NEAR MP. 7; KING COUNTY	WA-QUENDALL	6/1/1938	LS. 405	7		
PRPC	NP-00092492	HAGER, BETTY	PRIVATE CROSSING AT HAZELWOOD LANE; KING COUNT	WA-QUENDALL	3/20/1963	MP. 7.30	7.3	1.0/5	
PRPL	BE-00014781	COAL CREEK UTILITY DISTRICT	8 INCH WATER PIPELINE; LS. 405, MP. 7.33;	WA-QUENDALL	5/16/2000		7.33		

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
GVXS	NP:00066535	KING, COUNTY OF	CROSSING AT LAKEHURST ROAD NEAR MP. 8; KING COUNTY; CANCELS NP 41107	WA-QUENDALL	1/15/1947	LS. 405	8	
PRPL	NP:00076808	ERBACH, ELLA	2 INCH WATER PIPELINE & ELECTRIC LINE INSIDE A 5 INCH CASING NEAR MP. 8; KING COUNTY	WA-QUENDALL	6/15/1963	LS. 405	8	
PRPL	BF:00014782	COAL CREEK UTILITY DISTRICT	8 INCH WATER PIPELINE; LS. 405, MP. 8.35;	WA-QUENDALL	5/16/2000		8.35	
PRPC	LC:00204254	JAMIESON, JON J	ROAD CROSSING, SS. 825+32, KING COUNTY	WA-QUENDALL	8/1/1971	MP. 8.45	8.45	5.0/5
PRPL	NP:00097254	PLOEGMAN, RALPH	CHANGES TO NP 12 INCH DRAIN PIPELINE IN ORDER TO INSTALL GARAGE; SUPPLEMENT TO DEED NO. 280A, KING COUNTY	WA-QUENDALL	6/20/1966	MP. 8.54	8.54	
PRPW	NP:00043440	ERBACH, ELLA	ELECTRIC WIRE LINE ON LAKE WASHINGTON BELT LINE NEAR MP. 8; KING COUNTY	WA-QUENDALL	5/1/1928	MP. 8.69	8.69	
PRPL	NP:00076276	HAVERCAMP, IRENE	1 INCH GRAVITY WATER PIPELINE NEAR MP. 9; KING COUNTY	WA-QUENDALL	9/15/1954	LS. 405	9	
PRPL	NP:00084670	ROSS, VAL G	UGD 10 INCH WATER PIPELINE NEAR MP. 9; KING COUNTY	WA-QUENDALL	8/20/1958	LS. 405	9	
PMLO	NP:00056830	KING, COUNTY OF	HIGHWAY EASEMENT, SS. 890+00 TO SS. 910+00, BETWEEN MP. 6 & 7; KING COUNTY	WA-QUENDALL	10/1/1938	LS. 405	6.0-7.0	

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
PRPC	CX-88016055	BERNASCONI, DONALD & CAROL	40 FOOT PRIVATE CROSSING AT SS. 922+53, MAIN LINE & 20 FOOT PRIVATE CROSSING AT SS. 923+13, SPUR TRACK, WITH LONGITUDINAL ACCESS ROAD FROM SS. 923.13 TO SS. 916+13, KING COUNTY, CANCELS LC244108	WA-QUENDALL	9/30/1988	LS. 405, MP. 6.57, MP. 6.50 & MP. 6.57 TO MP. 6.68	6.50, 6.57, 6.57-6.68		
PRPC	NP-00075834	BACKMAN, GUS; BLACK, CHARLES; LOVELAND, KENNETH; WOLFF, JOE; LANE, HOWARD; ELSOM, RUSSEL; ANDERSON, BRUCE; AHNER, ANN; BROEN, RC; MALONEY, MINNIE; AGDESTEN, CHRIS	EXTENSION OF EXISTING PRIVATE ROADWAY NEAR PLEASURE POINT; KING COUNTY	WA-QUENDALL	12/17/1952	MP. 7.50 TO MP. 8.00	7.5-8.0		
PMLO	LC-00248138	JOHNSON, JOHN V.; JOHNSON, DAVID	PARKING AREA, KING COUNTY	WA-QUENDALL	11/1/1985			764.910/1	
PMLO	LC-00248110	LEE, FRANK B.	BEAUTIFICATION, GRAVEL & TREES; KING COUNTY	WA-QUENDALL	12/3/1984	LS. 0405		600.00/1	
PMLO	NP-00070934	LONG, PHILIP	MAINTAIN EXISTING CONCRETE RETAINING WALL, PORTION OF A DWELLING & CULTIVATING THE PREMISES; KING COUNTY	WA-QUENDALL	8/1/1953	LS. 405		600.0/1	
PMLO	LC-00500198	MUNSON, ROSEANN; ELLISON, THOMAS; VAN AKEN, FLORENCE	LANDSCAPING & BEAUTIFICATION, KING COUNTY	WA-QUENDALL	7/1/1989			100.0/5	
PMLO	LC-00246284	NICHOLS LEE	ACCESS ROADWAY RETAINING WALLS	WA-QUENDALL	2/16/1984				
PMLO	NP-00077494	PARKER MRS M M		WA-QUENDALL		LS. 405			Stamped Cancelled 11/30/91.
PRPC	NP-00069592	ERICKSON, ARTHUR & NADIA	PRIVATE ROAD & CROSSING NEAR 108TH AVENUE SE & LUND ROAD; KING COUNTY	WA-QUENDALL	9/1/1948	LS. 405			

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
PRPL	NP-00082996	KING COUNTY WATER DISTRICT NO. 92	THREE LONGITUDINAL 6 INCH WATER MAINS SS. 833+10 TO SS. 819+00, SS. 851+70 TO SS. 847+54, SS. 915+09 TO SS. 887+58	WA-QUENDALL	2/17/1958	LS. 405		
PRPL	NP-00075351	WASHINGTON, STATE OF	30 INCH CONCRETE PIPE CULVERT WITH MANHOLE, SS. 833+84.5; KING COUNTY	WA-QUENDALL	8/8/1952	LS. 405		
PRPL	NP-00075919	WASHINGTON, STATE OF	18 INCH DRAIN PIPELINE, TWO DRAINAGE DITCHES, CATCH BASIN; KING COUNTY	WA-QUENDALL	1/20/1953	LS. 405		
PRPW	27737-546	PACIFIC TELEPHONE AND TELEGRAPH CO.	MASTER AGREEMENT, WIRELINES	WA-QUENDALL	4/3/1961			
PRPC	NP-65811	MACBRIDE, PHILIP D.	12 FOOT PRIVATE CROSSING, MP. 3, LS. 404	WA-REDMOND	4/15/1947	LS. 404	3	
PRPW	LC-00232249	GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.	OHD TELEPHONE WIRE LINE, SS. 178+50, KING COUNTY	WA-REDMOND	8/16/1979	MP. 3.38	3.38	
PRPW	PX-94020068	VIACOM CABLE	OHD .591 INCH FIBER OPTIC WIRELINE, KING COUNTY	WA-REDMOND	4/15/1994	LS. 0404, MP. 3.38;	3.38	
GVXS	BF-00905992	KING, COUNTY OF	INSTALL AFLS/ GATES & NEW CONCRETE CROSSING AT NE 124TH STREET; CANCELS NP #17925; KING COUNTY;	WA-REDMOND	5/28/1998	LS. 404, MP. 3.39	3.39	091898R
PRPL	PX-93016154	ROSE HILL WATER DISTRICT	12.74 INCH WATER PIPELINE, SS. 195+38, KING COUNTY	WA-REDMOND	7/14/1993	LS. 405, MP. 20.38	20.38	
PRPL	PX-96260001	REDMOND, CITY OF	13 INCH WATER PIPELINE INSIDE A 20 INCH CASING, KING COUNTY	WA-RENTON	1/4/1996	LS. 405		
PRPW	27737-1MA	PACIFIC TELEPHONE AND TELEGRAPH CO.	MASTER AGREEMENT, VARIOUS LOCATIONS	WA-VARIOUS				
PRPL	BF-00010547	BELLEVUE, CITY OF	8-INCH SANITARY SEWER PIPELINE, LS. 405, MP. 9.42;	WA-WILBURTON	4/27/1999	LS. 405	9.42	

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
PRPL	NP-00038461	LEWIS, CLANCY M.	3/4 INCH WATER PIPELINE CROSSING	WA-WILBURTON	3/10/1922	LS. 405	9.68	
PRPW	BF-00002723	US WEST COMMUNICATIONS, INC.	COMMUNICATION CABLE	WA-WILBURTON	9/12/1997	LS. 405, MP. 9.95	9.95	
PRPL	PX-93016552	EVERGREEN HILL PARTNERSHIP	UGD LONGITUDINAL 6-INCH PVC DRAIN PIPE, SS. 740+00	WA-WILBURTON	4/15/1993	LS. 405, MP. 10.07	10.07	
PRPL	NP-00045939	BOWLES, GEORGE	3/4 INCH WATER PIPELINE CROSSING	WA-WILBURTON	3/5/1928	LS. 405	11.23	
GVHB	BN-00000189	WASHINGTON, STATE OF	WIDEN & IMPROVE SR-405 OH HIGHWAY BRIDGE	WA-WILBURTON	7/9/1970	MP. 11+1384	11.28	
GVHB	BN-00007177	BELLEVUE, CITY OF	ROAD CONSTRUCTION FOR RICHARDS ROAD;	WA-WILBURTON	7/13/1972	MP. 11+2717	11.51	
PRPL	BF-00000833	KING, COUNTY OF	24 INCH SEWAGE PIPELINE, KING COUNTY	WA-WILBURTON	5/17/2008	LS. 405, MP. 11.72	11.72	
PMLO	NP-00000000	SEATTLE MUNICIPALITY OF METROPOLITAN	EASEMENT FOR THE WILBURTON SIPHON PROJECT, CONTAINS LONGITUDINAL & CROSSING PIPELINES;	WA-WILBURTON	9/3/1963	LS. 405	11.75	
PRPL	NP-00000000	BELLEVUE, CITY OF; KING COUNTY WATER DISTRICT NO. 68	12 INCH WATER MAIN CROSSING	WA-WILBURTON	12/1/1955	LS. 405	11.76	
PRPL	LC-00000000	CAREAGE CORP.; BELLEVUE OFFICE PARK, LP.	12-INCH STORM WATER PIPELINE	WA-WILBURTON	1/16/1983	LS. 405	11.92	
PMLO	NP-00000000	USA, DEPT. OF INTERIOR, GEOLOGICAL SURVEY	STREAM-FLOW RECORDING STATION NEAR MP. 12; KING COUNTY	WA-WILBURTON	7/22/1959	LS. 405	12	
PRPL	LC-00000000	AFFILIATED AMERICAN CORP.	8-INCH SANITARY SEWER CROSSING	WA-WILBURTON	4/16/1984	MP. 12+208	12.04	
GVHB	BN-00002329	WASHINGTON, STATE OF	CONSTRUCTION OF TEMP. GRADE CROSSING ON MAIN LINE WHERE CONSTRUCTION IS IN PROGRESS FOR TUNNEL TO REPLACE EXISTING BRIDGE NO. 11	WA-WILBURTON	8/14/1972	MP. 11+85, MP. 10+4095	10.78, 11.02	

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.		
PRPL	PX-92016206	BELLEVUE, CITY OF	24-INCH RCP STORM DRAIN, SS. 833+90 TO SS. 830+80	WA-WILBURTON	11/16/1992	LS. 405, MP. 8.3 TO MP. 8.35	8.3-8.35			
IDIT	NP-00016289	CONTINENTAL COAL CO. INC.; GRAYSTONE OVERLAKE INC.	SPUR TRACK, KING COUNTY, CANCELS NP5136	WA-WILBURTON	6/9/1959	LS. 405	KC			
PMLO	BF-00015428	BRENTVIEW, INC. & ARMADILLO INVESTMENT GP; DBA POLYGON NORTHWEST CO.	PARKING VEHICLES & CONSTRUCTION STAGING;	WA-WILBURTON	6/1/2000	LS. 405	KC			
PRPL	NP-00089864	L.G. MASSART PLUMBING & HEATING CO.	ROADS & DRAINAGE FACILITIES	WA-WILBURTON	6/14/1961	LS. 405	KC			
PRPWL	LC-00201835	LAKE HILLS SEWER DISTRICT	SEWER PIPELINE CROSSING	WA-WILBURTON	11/1/1970	LS. 405	KC			
GVGN	NP-00025388	KING, COUNTY OF	CROSSING THE ROW OF RWY CO'S LAKE WASHINGTON BRANCH AT RIGHT ANGLES PASSING UNDERNEATH RWY. BRIDGE NO. 12 BETWEEN BENTS NO. 50 & 52 AT WILBURTON STATION, WA.	WA-WILBURTON	7/1/1912	LS. 405				Not on KC list because MP location in question, belived to be in KC
GVHB	NP-00002179	KING, COUNTY OF	GRANT ROW; ELIMINATE GRADE CROSSING & BUILD UNDERPASS; NEWPORT- ISSAQUAK ROAD	WA-WILBURTON	6/15/1915	LS. 405				
PMLO	NP-00080344	AIRKEM SEATTLE INC		WA-WILBURTON		LS. 405				
PMPS	S-00001741	WASHINGTON STATE OF	EASEMENT FOR OVERHEAD BRIDGE	WA-WILBURTON	10/5/1972	LS. 405				
PMPS	S-00001742	WASHINGTON STATE OF	ESMT FOR RDWY & TUNNEL	WA-WILBURTON	10/5/1972	LS. 405				
PRPL	NP-00053003	HAMSTAD, B. N.	1-INCH WATER PIPELINE CROSSING	WA-WILBURTON	12/16/1934	LS. 405				
PRPL	BF-30850	ROADS DIV. DEPT. OF TRANSPORTATION KING COUNTY	ONE 2-INCH PIPE WITH ELECTRIC LINE AND ONE 4- INCH PIPE WITH CONDUITS	WA-WILLOWS	3/7/2004	LS. 0404, MP. 3.39	3.39		CHECK	

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
PRPW	BF-00028468	KING, COUNTY OF; DEPARTMENT OF TRANSPORTATION	TRAFFIC CONTROLLER CABINET, 1 NEMA 4X JUNCTION BOX AND 1 CCTV CAMERA BOTH OVERHEAD AND UNDERGROUND; KING COUNTY	WA-WILLOWS	1/8/2003	LS. 0404, MP. 3.39	3.39		
PMLO	BE-00007074	WILCOXON F., LP.	LAND LEASE FOR PARKING VEHICLES & LANDSCAPING; LS 404. .04	WA-WOODINVILLE	9/1/1998		0.44	5.0/5	
PRPL	BE-00013125	KERFIELD ENTERPRISES; WOODINVILLE WATER DISTRICT	8 INCH SANITARY SEWER PIPELINE; LS. 404, MP. 0.48;	WA-WOODINVILLE	1/28/2000		0.48		
PRPL	LC-00232090	WATER DISTRICT NO. 104	8 INCH SANITARY SEWER PIPELINE, SS. 1157+34, MP. 1+477;	WA-WOODINVILLE	8/1/1979		1.09	10.0/10	
PRPL	LC-00232090	WATER DISTRICT NO. 104	8 INCH SANITARY SEWER PIPELINE, SS. 1157+34, MP. 1+477;	WA-WOODINVILLE	8/1/1979		1.09	10.0/10	HDR data has this agreement
PRPW	LC-00231781	GENERAL TELEPHONE CO. OF THE NORTHWEST	1 OHD TELEPHONE CABLE, SS 73+75, MP. 1+2118;	WA-WOODINVILLE	6/18/1979		1.4		
PRPC	LC-00243064	HARDWOODS INC	CM&O PRIVATE ROAD CROSSING MP. 1+2456	WA-WOODINVILLE	2/1/1983		1.47		
GVXS	BN-00025372	WASHINGTON, STATE OF	INSTALL AFLS;	WA-WOODINVILLE	2/26/1988	MP. 1.86	1.86	091897J	
GVXS	BN-00019325	WASHINGTON, STATE OF	WIDEN & IMPROVE THE SR 202 GRADE CROSSING;	WA-WOODINVILLE	2/15/1998	LS. 404, MP. 1.87	1.87	091897J	
PRPW	LC-00231912	GENERAL TELEPHONE CO. OF THE NORTHWEST, INC.	OHD TELEPHONE CABLE, SS. 88+50, MP. 1+4570;	WA-WOODINVILLE	8/1/1978		1.87	10.0/10	
PRPW	NP-00082029	WEST COAST TELEPHONE CO.	TELEPHONE WIRELINE, MP. 2;	WA-WOODINVILLE	1/22/1957		2		
PRPW	NP-00082029	WEST COAST TELEPHONE CO.	TELEPHONE WIRELINE, MP. 2;	WA-WOODINVILLE	1/22/1957		2		
PRPL	PX-00016254	METRO	48 INCH & 30 INCH SANITARY SEWER, SS. 176+84, MP. 3.35, LS. 0404;	WA-WOODINVILLE	11/1/1990		3.35		
PRPL	BE-00002607	GOLDSTAR PROPERTIES, INC.	12 INCH STORM DRAIN PIPELINE, LS. 405, MP. 20.74;	WA-WOODINVILLE	3/13/1997		20.74		

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
GVXS	NP-0008725	SEATTLE, CITY OF	CROSSING RR.'S 50 FOOT ROW, ES 52+57.2, MP. 1; CROSSING RR.'S 100 FOOT ROW, ES. 109+94, MP. 22;	WA-WOODINVILLE	6/30/1959		22		
PRPW	PX-96021816	GTE NORTHWEST, INC.	UGD FIBER OPTIC COMMUNICATIONS WIRE LINE, KING COUNTY	WA-WOODINVILLE	10/24/1996	LS. 405, MP. 22.15	22.15		
PRPL	BF-00020162	WOODINVILLE WATER DISTRICT	14 INCH SEWER PIPELINE; LS. 405, MP. 22.28;	WA-WOODINVILLE	12/20/2001		22.28		
PRPW	PX-88016002	GTE NORTHWEST INC	TELEPHONE CABLE, SURVEY STATION 95+19, MP. 22.28	WA-WOODINVILLE	6/15/1988		22.28		
PRPL	PX-94020595	WOODINVILLE WATER DISTRICT	9.05 INCH WATER PIPELINE, KING COUNTY	WA-WOODINVILLE	7/8/1994	LS. 405, MP. 22.8	22.8		
PRPL	PX-91016180	BURNSTEAD CONSTRUCTION	LS. 403, MP. 22.92	WA-WOODINVILLE			22.92		
PRPL	PX-91016072	WOODINVILLE WATER DISTRICT	9 INCH PVC SANITARY SEWER PIPELINE, SS. 59+66, KING COUNTY	WA-WOODINVILLE	3/15/1991	LS. 0405, MP. 22.96	22.96		
PRPW	PX-91016073	GTE NORTHWEST, INC.	UGD TELEPHONE WIRE LINE, KING COUNTY	WA-WOODINVILLE	3/15/1991	LS. 405, MP. 22.96	22.96		
PRPW	BF-00002558	GTE NORTHWEST, INC.	UGD FIBER OPTIC TELEPHONE CABLE; LS. 405, MP. 23.15;	WA-WOODINVILLE	7/29/1997		23.15		
GVHB	NP-00016004	WASHINGTON, STATE OF	CONSTRUCTION OF OHD HWY. CROSSING;	WA-WOODINVILLE	11/2/1967	MP. 23.69	23.69		
PRPC	OX-357002	TJOSSEM ROBERT P & SILVERNALE GRANT J JR	M&O PRIVATE ROAD CROSSING, MP. 24.44	WA-WOODINVILLE	2/3/1986		24.44		Not Located on ERC - Agreement states this is in Skagit County, Not ERC
PRPL	0-212713	KING COUNTY WATER DISTRICT 104	3 SEWER PIPELINES, KING COUNTY, MP. 0+900, MP. 24+2616, MP. 24.7	WA-WOODINVILLE	11/19/1973	LS. 403	24.7		On Both Port and KC Lists crosses KC portion of Spur and two places in north of 23.8
PRPL	PX-8575385	KING COUNTY WATER DISTRICT NO. 104	TWO 8.5 INCH SANITARY SEWER PIPELINES, LS. 404, MP. 1.84 AND MP. 1.57	WA-WOODINVILLE	6/5/1985		1.57, 1.84		

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP LS. 405, MP. 23.78 TO MP.	MP	DOT No.	
PRGN	TO-94020231	CASTLEWOOD HOMES, INC.	BEAUTIFICATION, COUNTY	WA-WOODINVILLE	12/5/1995	23.80	23.78-23.8		Temp. Occupancy Permit ended 9/30/95
PRPL		WOODINVILLE WATER DISTRICT	8 INCH SANITARY SEWER PIPELINE CROSSINGS AT 2 LOCATIONS & LONGITUDINAL ENCROACHMENT; LS. 404, MP. 3.38; LS. 405, MP. 21.43; CANCELS PX #96021170;	WA-WOODINVILLE	11/12/1999		3.38, 21.43		PARTIAL
PRPL	LC-00000753	KING COUNTY WATER DISTRICT NO 104	POTABLE WATER PIPELINE SS13+12	WA-WOODINVILLE	2/4/1983		KC		
PMLO	LC-00000666	BATTE, HENRY	BEAUTIFICATION,	WA-WOODINVILLE	8/21/1989				Stamped Cancelled 2/24/92
PMLO	LC-00229785	FENTRON INDUSTRIES INC	LEASE OF PARKING & STORAGE AREA	WA-WOODINVILLE	6/16/1978				Stamped Cancelled 9/30/88
PMPS	LC-00000788	KING COUNTY OF	SPUR TRACK FRANCHISE, WOODINVILLE TO KENMOR	WA-WOODINVILLE	3/17/1975				
PORT	2049	WSDOT	C&M 520 Seismic Retrofit				13.62		
PORT	2235	Woodinville Landing, LLC	Parking and Landscaping	WA-WOODINVILLE	5/22/2012	17270 Woodinville Redmond Rd NE			Replaces existing Woodinville Landing Agreement #BF-7586
PORT	2237	Milton A. Reimers Jr. and Beverly Reimers	Parking for personal passenger vehicles	WA-RENTON	5/22/2012	2905 Mountain View Ave. North, Renton, WA 98056			Replaces existing agreement with John and Peggi Dubois LC-226589
PORT	1822	GNP RLY, Inc.	Railroad Right of Way License	WA-WOODINVILLE/ WA-SNOHOMISH	12/18/2009	Mainline and Spur	MP 5-38.25, MP 0.0-7.3		Railroad Right of Way License covering portions of both Mainline and Redmond Spur
HDR		GTE	TELEPHONE CABLE	Eastern Spur			0.17		
HDR		National Glass Industries INC	Private Road Crossing	Eastern Spur			0.3		

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.
HDR		West Coast Telephone - GTE	Telephone Cable	Eastern Spur			0.3	
HDR		WOODINVILLE LANDING, LLC.	Private Road Crossing	Eastern Spur			0.3	
HDR		Robert S. Wilcoxon	Private Road Crossing	Eastern Spur			0.36	
HDR		Intrawest USA INC	Private Road Crossing	Eastern Spur			0.4	
HDR		Mackie Holdings, LLC	Private Road Crossing	Eastern Spur			0.4	
HDR		WSDOT	Road Improvement	Eastern Spur			0.53	
HDR		WOODINVILLE WATER DISTRICT	Sewer Pipeline	Eastern Spur			0.8	
HDR		WOODINVILLE WATER DISTRICT	Sewer Pipeline	Eastern Spur			0.86	
HDR		Drywall Distributors	Private Road Crossing	Eastern Spur			0.93	
HDR		GTE	Telephone Cable	Eastern Spur			1.07	
HDR		Jerry P. Fiorito	Private Road Crossing	Eastern Spur			1.09	
HDR		Matheus Lumber Company	Private Road Crossing	Eastern Spur			1.09	
HDR		Steve Nicholas dba American Roof	Private Road Crossing	Eastern Spur			1.09	
HDR		SPIEKER HOSFORD JEFFERSON NO. 177	Storm Water Drainage	Eastern Spur			1.17	
HDR		Western Cabinet and Millwork Inc	Private Road Crossing	Eastern Spur			1.33	
HDR		Spieker Properties LP	Private Road Crossing	Eastern Spur			1.47	
HDR		Pearl M. Page	4 foot Concrete pedestrian crossing	Kennydale				
HDR		The Pacific Telephone and Telegraph Co.	Aerial Telephone Line				6.21	
HDR		The Pacific Telephone and Telegraph Co.	Overhead Telephone Line				6.34	
HDR		The Pacific Northwest Bell Telephone Co.	UNDERGROUND TELEPHONE CABLE				6.63	
HDR		Pacific Northwest Bell Telephone Co.	UNDERGROUND TELEPHONE CABLE				9.16	
		Claudia Mansfield	Private Road Crossing	Renton				
		Woodinville Lumber Inc.	Private Road Crossing	Woodinville			0.99	
		Woodinville Lumber Inc.	Private Road Crossing	Woodinville			1.145	
		Seahawks	Private Road Crossing	Renton			6.62	
PMLO		STARCOM SERVICE CORP.	FIBER OPTIC TRANSMISSION SYSTEM	WA-VARIOUS	12/10/1992			

King County Schedule 1

Updated 06/17/2012

Type	Contract No.	Contractor(s)	Description	Location	Date	LS/MP	MP	DOT No.	
HDR		Northshore School District	Fiber Optic Line	Woodinville	11/18/2008		24.49		Agreement actually appears to be on the beginning of the Redmond spur, not at 24.49 as License indicates
		FILE NOT FOUND LOCATION UNKNOWN							
		PARTIAL ASSIGNMENT							
		ASSIGNED TO PORT IN ERROR							
		KING COUNTY AGREEMENTS							
		Agreements Not Assigned by BNSF							