



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

September 18, 2001

Ordinance 14207

Proposed No. 2001-0464.1

Sponsors von Reichbauer

1 AN ORDINANCE relating to the King County International
2 Airport, the Museum of Flight Authority, and the Museum of
3 Flight Foundation; authorizing the executive to execute
4 agreements between King County, the Museum of Flight
5 Authority, the Museum of Flight Foundation, and the Boeing
6 Company, under which an exchange of airport land between
7 the airport and the Museum of Flight Authority and granting
8 of easements on the airport to the Museum of Flight
9 Authority are approved; and a second agreement relating to
10 construction and relocation of hangars and tie downs.

11

12

13 **PREAMBLE:**

14 The Museum of Flight Authority and the Museum of Flight Foundation
15 (“MOFF”) have proposed an expansion of the Museum of Flight (“the
16 museum”) onto property owned by the Boeing Company. To utilize this
17 property, the museum needs access across property owned by King County

18 International Airport (KCIA). To provide this necessary access, the MOFF has
19 proposed, and King County has agreed, that the following land transactions shall
20 be implemented:

21 A. A 38,591 square foot parcel of land owned by the MOFF known as
22 “Lot 14 Inholding” shall be exchanged for a KCIA parcel of identical size
23 owned by KCIA immediately north of the museum and known as the “exchange
24 property”.

25 B. Easements totaling 63,713 square feet shall be granted to the MOFF
26 on property adjacent to the “exchange property”. A portion of the easement area
27 is known as the “exclusive easement” and shall be granted to the MOFF on
28 KCIA property adjacent to the “exchange property” for the MOFF’s exclusive
29 use. A separate portion known as the “non-exclusive easement” shall be granted
30 to the MOFF on KCIA property adjacent to the “exchange property” for the
31 MOFF’s use together with use by certain airport tenants.

32 C. The MOFF will compensate KCIA for the easements by paying the
33 costs of constructing a new T-hangar, relocating one T-hangar and adding
34 tiedown spaces at the area known as “Lot 14”. This work will replace KCIA
35 hangars and tiedowns that will be moved from the exchange property and
36 easement areas; further, it will provide additional tiedown spaces and upgrade
37 the tiedown areas at both the easement areas near the museum and “Lot 14”.

38 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

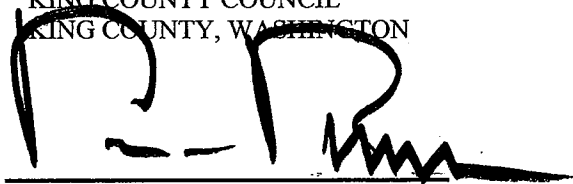
39 SECTION 1. The executive is hereby authorized to enter into a property transfer
40 agreement with the Museum of Flight Foundation, the Museum of Flight Authority, and

41 the Boeing Company, in substantially the same form as attached to this ordinance as
42 Attachment A. The executive is further authorized to enter into a construction
43 management agreement with the Museum of Flight Foundation in which MOFF and
44 KCIA will cooperatively participate in the construction and relocation of hangars and
45 associated utility connections, grading, paving and landscaping on Lot 14, in substantially
46 the same form as attached to this ordinance as Attachment B.

47 SECTION 2. This authorization is subject to the release by the Federal Aviation
48 Administration of grant restrictions on the parcel known as "the exchange property".
49

Ordinance 14207 was introduced on 9/10/01 and passed by the Metropolitan King
County Council on 9/17/01, by the following vote:

Yes: 13 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz,
Mr. McKenna, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Ms.
Hague, Mr. Thomas and Mr. Irons
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Pete von Reichbauer, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 25 day of September 2001.


Ron Sims, County Executive

- Attachments**
- A. Property Transfer Agreement Between King County, Washington, King County Museum of Flight Authority, Museum of Flight Foundation, and the Boeing Company,
 - B. Construction Management Agreement Between Museum of Flight Foundation and King County

Attachment A

14207

PROPERTY TRANSFER AGREEMENT

BETWEEN

KING COUNTY, WASHINGTON,

KING COUNTY MUSEUM OF FLIGHT AUTHORITY,

MUSEUM OF FLIGHT FOUNDATION,

AND

THE BOEING COMPANY

Dated:

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EXHIBIT 7	T-Hangar C-D-E Parcel Description
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PROPERTY TRANSFER AGREEMENT

THIS PROPERTY TRANSFER AGREEMENT (the “**Agreement**”) is dated as of _____, 2001 and is by and between KING COUNTY, WASHINGTON, a Washington municipal corporation (the “**County**”); KING COUNTY MUSEUM OF FLIGHT AUTHORITY, a Washington public development authority (“**KCMOFA**”); MUSEUM OF FLIGHT FOUNDATION, a Washington nonprofit corporation (“**MOFF**”); and THE BOEING COMPANY, a Delaware corporation (“**Boeing**”). This Agreement is made with reference to the following facts:

Recitals

A. The County created KCMOFA through Ordinance 7444 (December, 1985) as a public development authority under state law to assist with the development of a world class aviation museum called the Museum of Flight (the “**MOF**”). MOF is a unique and valuable aviation resource for the County and the greater Puget Sound area. MOF is one of the premier aviation museums in the United States, with a superior collection of planes, space artifacts, and archival documents. MOF was ranked as the region’s number four tourist attraction in 1999 with 325,000 visitors. The MOF Core Facility (as defined below) is used as a first-class aviation museum and provides important public benefits, including education programs for over 100,000 participants, to County residents.

B. MOFF operates the MOF. MOFF has identified a need to significantly expand MOF display and storage facilities to house some of the more important planes in the MOF collection, including the first Boeing 747 and an early Air Force One, as well as to expand MOF

archives and educational facilities. MOFF enjoys substantial support in the community at large and has raised significant funds for the MOF Expansion Project (as defined below).

C. The County, through its department of the King County International Airport (“KCIA”), currently owns the T-Hangar A & B Parcel, which land is located immediately north and adjacent to the MOF Core Facility, and on which is currently located T-Hangars A & B and 18 airplane tie-downs. The County leases space in T-Hangars A & B and leases the airplane tie-downs located on the T-Hangar A & B Parcel to private parties, which generates revenue for the County. The T-Hangar A & B Parcel was acquired using some FAA funds.

D. The County owns the Lot 14 Property, which is located north of the T-Hangar A & B Parcel. Boeing owns the Building 14-06 Property, which comprises land and a building on a parcel surrounded on three sides by the Lot 14 Property. Boeing has expressed a willingness to donate the Building 14-06 Property to KCMOFA in connection with the MOF Expansion Project. Neither the Lot 14 Property nor the Building 14-06 Property were acquired using FAA funds.

E. Boeing owns the Site 3 Property, which comprises land located across East Marginal Way from the MOF Core Facility. Boeing has expressed a willingness to donate the Site 3 Property to KCMOFA for the MOF Expansion Project.

F. The Metropolitan King County Council has expressed support for working with the Parties to facilitate the MOF Expansion Project.

G. The Parties desire to document the terms and conditions on which they have agreed with respect to the foregoing recitals as more particularly set forth in this Agreement.

H. Appropriate approvals from the FAA are essential to implement the terms of this Agreement.

I. This Agreement is not intended to serve as a "development agreement" within the meaning of RCW Chapter 36.70B. No development permits are approved by this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and promises contained herein, and the benefits to be realized by each party, the Parties agree as follows:

Section 1. Definitions.

All words in this Agreement bearing initial capitals, other than proper nouns, section headings or words required to be capitalized for proper usage, are defined terms and have the meanings specifically assigned to them as stated below.

"120 Day Contingency Period" means the period expiring 120 days from the date of this Agreement.

"14-06 Contingency Period" means the period expiring 30 days from the date of this Agreement.

"1988 Loan" means the \$2 million loan from King County to KCMOFA for the construction of the restaurant that is part of the MOF Core Facility, the balance of which is being repaid in installments by KCMOFA using restaurant revenues.

"Agreement" means this Property Transfer Agreement and all exhibits and attachments hereto, as from time to time amended in accordance with the terms hereof.

"Aircraft Transit Corridor" means the approximately 200 foot wide strip comprised of the Tie-Down Area, the Transient Aircraft and Vehicle Parking Area, the Exchange Property, and a portion of the Shared Parking Area, all as depicted on Exhibit 18.

"Boeing Temporary License" means the temporary license on the Building 14-06 Property granted by Boeing to MOFF for purposes, related to engineering efforts to support future demolition of Building 14-06, of access, building inspection, site surveys, geotechnical

surveys (exclusive of soil extraction), design engineering, and site preparation and permitting activities related to future demolition of the existing building on the Building 14-06 Property and the Relocation of T-Hangars and Tie-downs from the T-Hangar A & B Parcel to the Building 14-06 Property.

“Building 14-06 Property” means the property currently owned by Boeing and described in Exhibit 1.

“Council” means the Metropolitan King County Council.

“County Construction License” means the temporary construction license provided by the County to MOFF for purposes of access, building inspection, asbestos/lead remediation, site surveys, geotechnical surveys, design engineering, site preparation and permitting activities, relocation of T-Hangars A & B and the airplane tie-downs from the T-Hangar A & B Parcel and the Relocation of T-Hangars and Tie-downs to the Lot 14 Property.

“DOE” means the Washington Department of Ecology.

“Environmental Expenses” means all liability, claims, damages, costs and expenses incurred because of the Release of any Hazardous Materials into the environment, including, without limitation, costs of Remediation, penalties and fines, legal fees and expenses, consultant and expert witness fees and expenses, court costs, costs of environmental investigations, studies, testing and related analyses, natural resource damages, liabilities to third parties, and expenses associated with any dispute, including enforcement of rights of contribution or indemnification; provided however that such costs and expenses shall not be Environmental Expenses unless they are required by, or necessary to comply with, an Environmental Law.

“Environmental Laws” means any applicable federal, state and local laws (whether under common law, statute, ordinance, rule, regulation, code or otherwise), permits, orders,

decrees, and other requirements of governmental authorities relating to the protection of human health or the environment, whether existing as of the date hereof, previously enforced, or subsequently enacted.

“Exchange Property” means that portion of the T-Hangar A & B Parcel described and depicted in Exhibit 8 to be conveyed in fee from the County to KCMOFA.

“FAA” means the Federal Aviation Administration.

“FAA Approval” means necessary final approvals from the Federal Aviation Administration for the transactions described in this Agreement to the extent required to convey the real property, including easement interests, provided for herein.

“FIRPTA Certificate” means a Transferor’s Certification of Non-Foreign Status duly executed by the conveyer of title to property hereunder.

“Force Majeure Event” means a delay that is the result of any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, war, riot, civil commotion, general unavailability of certain materials, strike, lockout labor dispute or other occurrence beyond the control of any party.

“Hazardous Materials” means any element, compound, chemical, chemical mixture, or other substance that is identified as, or determined to be, a hazardous, toxic or dangerous substance, pollutant, contaminant, waste or material under, or is otherwise regulated under, any Environmental Law or other law relating to chemical management, environmental contamination, environmental cleanup or nuisances, including, without limitation, petroleum and petroleum products, asbestos, radon and other radioactive materials, and lead-based paint.

“Lot 13 Property” means the land owned by the County and described and depicted as Lot 13 in Exhibit 2.

“**Lot 14 Property**” means the land owned by the County and described and depicted as Lot 14 in Exhibit 2.

“**MOF Core Facility**” means the existing KCMOFA land and MOF structures located at 9409 East Marginal Way South in Seattle and described and depicted in Exhibit 3.

“**MOF Expansion Project**” means the proposed addition to the existing MOF Core Facility, as described and depicted in Appendix A.

“**MOF Lease**” means the lease dated April 30, 1986, a memorandum of which was recorded in King County under AFN 8605270681, and a First Amendment to Lease, dated February 23, 1988, recorded under AFN 8808150442, all between KCMOFA as landlord and MOFF as tenant.

“**Museum Purposes**” means any use consistent with the air and space museum purposes as defined in King County Ordinance 7444 (the charter ordinance for KCMOFA).

“**Parties**” means collectively (i) the County; (ii) KCMOFA; (iii) MOFF and (iv) Boeing.

“**Public Benefit Commitments**” means the commitments of KCMOFA and MOFF as set forth in Appendix B to this Agreement.

“**Release**” means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of a Hazardous Material or solid waste, as that term is defined in the Solid Waste Disposal Act.

“**Relocation of T-Hangars and Tie-Downs**” means the demolition of T-Hangar A, the relocation of T-Hangar B from the T-Hangar A & B Parcel to the Lot 14 Property and/or the Building 14-06 Property and the construction of a new T-Hangar A at the Lot 14 Property and/or the Building 14-06 Property, as described in the scope of work listed in Exhibit 4.

“Remedy” or **“Remediation”** means any action to identify, eliminate or minimize any threat or potential threat to human health or the environment posed by Hazardous Materials, including any investigation, removal, or clean-up or monitoring activities.

“Shared Parking Area” means the parking area located on the west side of the T-Hangar A & B Parcel and the T-Hangar C-D-E Parcel.

“Shared Parking Area Easement Agreement” means the easement provided by the County to MOFF and KCMOFA for purposes of using the Shared Parking Area for airplane and motor vehicle movement across the south 200 feet of the Shared Parking Area, parking (including bus parking) and below ground stormwater detention purposes, as further described in Exhibit 12.

“Site 3 Property” means the property currently owned by Boeing and located across East Marginal Way from the MOF Core Facility and described and depicted in Exhibit 5.

“T-Hangars A & B” means the existing two rows of hangars located on the T-Hangar A & B Parcel.

“T-Hangars C-D-E” means the existing three rows of hangars located immediately north of the T-Hangar A & B Parcel.

“T-Hangar A & B Parcel” means the property currently owned by the County described and depicted in Exhibit 6, which is located adjacent to the MOF Core Facility and upon which are currently located hangars A & B.

“T-Hangar C-D-E Parcel” means the property currently owned by the County described and depicted in Exhibit 7, which is located adjacent to the T-Hangar A & B Parcel and upon which sit hangars C-D-E.

“**Tie-Down Area**” means that portion of the T-Hangar A & B Parcel owned by the County and located immediately north of the Exchange Property.

“**Tie-Down Area Easement**” means the easement provided by the County to KCMOFA for purposes of using the Tie-Down Area for moving aircraft between the west taxi-way located to the east of the MOF Core Facility and the Site 3 Property, as further described in Exhibit 15.

“**Transient Aircraft and Vehicle Parking Area**” means that portion of the T-Hangar A & B Parcel owned by the County and located immediately east of the Exchange Property and Tie-Down Area.

“**Transient Aircraft and Vehicle Parking Easement**” means the easement provided by the County to MOFF and KCMOFA for purposes of using the Transient Aircraft and Vehicle Parking Area for airplane, school bus and other vehicle parking, as further described in Exhibit 16.

Section 2. Intent and Relations.

A. Intent. Subject to certain feasibility contingencies provided herein, this Agreement reflects the agreement of the Parties to proceed with activities related and integral to the MOF Expansion Project.

1. Creation of Rights and Obligations. This Agreement gives rise to rights of, assigns responsibilities among, and creates obligations on the Parties as described herein. Each of the Parties will use good faith efforts to fulfill its obligations under this Agreement, including the expenditure of resources in reliance upon the mutual undertakings it describes.

2. Assurance and Covenants. This Agreement is entered into by the Parties with the specific understanding and relying on the assurance and covenants of MOFF and KCMOFA to timely carry out the activities related and integral to the MOF Expansion Project.

The Parties further agree that MOFF will operate the MOF consistent with the Public Benefit Commitments set forth in Appendix B to this Agreement.

B. Overriding Legal Requirements. Notwithstanding anything to the contrary in this Agreement, nothing shall be deemed to preclude or excuse the Parties from complying with mandated requirements of federal, state or local law in MOF Expansion Project implementation. Mandated requirements shall include measures uniformly applicable to all similar projects or properties that, if not observed, would subject the Parties to penalties, sanctions, loss of funds or other restrictions, or findings of noncompliance.

C. FAA Approvals. The Parties' obligations under this Agreement are conditioned on receipt of FAA Approval by December 31, 2003 except as follows:

1. Obligations with respect to due diligence materials as set forth in Sections 3.D and 6.E;
2. Obligations with respect to contingency period inspections as set forth in Sections 3.A, 4.C and 6.A, including the indemnity obligations set forth therein; and
3. Boeing's obligations to convey the Site 3 Property. If KCMOFA accepts conveyance of the Site 3 Property from Boeing, then all of KCMOFA's and MOFF's obligations to Boeing with respect to such property as set forth in this Agreement shall thereafter not be subject to this condition.

Nothing herein shall require KCMOFA or MOFF to conduct any demolition or construction activity or require such entities, the County or Boeing to make any conveyances described herein until FAA Approval is received.

D. Governing Law and Venue. This Agreement and the rights and obligations of the Parties shall be governed by, and construed and interpreted in accordance with, the laws of the

State of Washington. Any suit filed between Parties concerning this Agreement shall be commenced in the Superior Court for the State of Washington in King County.

Section 3. Conveyance and Improvement of the Building 14-06 Property and the Lot 14 Property.

A. 14-06 Contingency Period. Prior to the execution and delivery of this Agreement, Boeing has delivered or made available to KCMOFA and the County copies of all available plans and specifications relating to the Building 14-06 Property, and, to the extent material to the prospective conveyance of the Building 14-06 Property and not privileged or confidential, all surveys, topographical and plat maps, results of soil tests, engineering studies, environmental reports and permits for the Building 14-06 Property and any other test results or reports, and other information or reports reasonably requested by the KCMOFA and the County and in Boeing's possession or under Boeing's control. Prior to execution of this Agreement, KCMOFA has had, and during the 14-06 Contingency Period, KCMOFA and the County shall have access to the Building 14-06 Property and entitlement to enter upon such property for the limited purposes of performing feasibility investigations, tests, and studies, and site plan development tasks; provided, however, that KCMOFA shall give Boeing reasonable notice prior to any soils extraction tests being performed by or for KCMOFA or the County. KCMOFA will carry liability insurance naming Boeing as an additional insured for such inspection work. KCMOFA and the County will each indemnify and hold Boeing harmless from and against all liability, damages, costs and expenses (including attorneys' fees) arising out of each entity's own activities on the Building 14-06 Property as described in or pursuant to this Section 3.A. KCMOFA and the County shall not be required to indemnify Boeing for amounts arising out of the negligent acts or omissions of Boeing during KCMOFA and County activities on the

Building 14-06 Property as described in or pursuant to this Section 3.A. KCMOFA and the County agree to keep the Building 14-06 Property free and clear of any liens arising from KCMOFA's and the County's own inspection activities, and to repair any damage to such property caused as a result of KCMOFA's or the County's own inspection activities if KCMOFA does not acquire such property. Before the end of the 14-06 Contingency Period, KCMOFA shall give notice in writing to Boeing and to the other Parties of whether or not KCMOFA elects to accept conveyance by Boeing of title to the Building 14-06 Property based upon KCMOFA's and the County's approval of the condition of such property (including matters relating to the physical environmental conditions, legal title, and zoning matters).

B. Conveyance of Building 14-06 Property to KCMOFA. Upon receipt of notice from KCMOFA, pursuant to Section 3.A above, that KCMOFA will accept conveyance of the Building 14-06 Property, Boeing agrees to convey, and KCMOFA agrees to accept, fee title to the Building 14-06 Property, subject to Sections 7 and 8 hereof and to the following:

1. All representations and warranties of KCMOFA contained in this Agreement shall be true and correct as of the date made and as of the time of such conveyance with the same effect as if those representations and warranties were made at and as of the time of the conveyance.

2. KCMOFA shall not then be in default in the performance of any covenant or agreement to be performed by KCMOFA under this Agreement.

The conveyance of title to the Building 14-06 Property shall be accomplished by the execution of a deed in the form attached as Exhibit 9 hereto, accompanied by a FIRPTA Certificate, appropriately executed, and a duly executed and completed real estate excise tax affidavit. The conveyance shall occur on a date mutually agreed by Boeing and KCMOFA but

not later than ninety (90) days after execution of this Agreement or thirty (30) days following receipt of FAA Approval, whichever is later. The Parties acknowledge that Boeing's gift of the Building 14-06 Property to KCMOFA is in furtherance of charitable purposes to lessen the burdens of government.

C. Conveyance of Building 14-06 Property to County. If Boeing conveys the Building 14-06 Property to KCMOFA pursuant to Section 3.B above, KCMOFA agrees to convey, and the County agrees to accept, fee title to the Building 14-06 Property. The conveyance of title to the Building 14-06 Property to the County shall be accomplished by the execution of a deed in the form attached as Exhibit 10 hereto, accompanied by a FIRPTA Certificate, appropriately executed, and a duly executed and completed real estate excise tax affidavit. This conveyance shall be completed on a date mutually agreed by KCMOFA and the County, but not later than sixty (60) days following receipt of final certificate of occupancy of the new T-Hangar A and the relocated T-Hangar B; or thirty (30) days following KCMOFA's acquisition of the Building 14-06 Property if such acquisition has not occurred when such certificate of occupancy is received.

D. Delivery of Reports. If notice from KCMOFA, pursuant to Section 3.A above, is to the effect that KCMOFA will not accept conveyance of the Building 14-06 Property, then KCMOFA shall deliver to Boeing a copy of each inspection, study, investigation, analysis, test, report, and the like, excluding financial analyses, obtained by or prepared for KCMOFA pursuant to this Section 3. In addition, in such event, KCMOFA shall return to Boeing all materials (including all copies thereof) provided or generated by Boeing with regard to the Building 14-06 Property and delivered to KCMOFA or MOFF.

E. Demolition and Relocation of T-Hangars and Tie-Downs. If Boeing conveys the Building 14-06 Property to KCMOFA, then after such conveyance but before KCMOFA conveys the Building 14-06 Property to the County pursuant to Section 3.C hereof, MOFF will cause the building located on the Building 14-06 Property to be demolished and removed from such property. In addition, MOFF shall complete the Relocation of T-Hangars and Tie-Downs no later than nine months following issuance of the final building permit for the scope of work described in Exhibit 4. MOFF shall be responsible for securing the required permits and approvals for all work related to such demolition and the Relocation of T-Hangars and Tie-Downs. The County will cooperate to the extent the land owner's consent is required in obtaining such permits and approvals. MOFF will perform the work in a lien free manner. MOFF will carry liability insurance naming the County as an additional insured for such work. MOFF will indemnify and hold the County harmless from and against all liability, damages, costs and expenses (including attorneys fees) arising out of MOFF activities on the Building 14-06 Property and the Lot 14 Property pursuant to this Section 3.E. MOFF shall not be required to indemnify the County for amounts arising out of the negligent acts or omissions of the County.

F. Boeing Construction License. Boeing hereby grants the Boeing Temporary License to MOFF for the purpose of preparing to do the work described in Section 3.E. The Boeing Temporary License shall expire on conveyance of the Building 14-06 Property to KCMOFA.

G. County Construction License. The County hereby grants the County Construction License to MOFF for the purpose of doing the work described in Section 3.E.

H. Charitable Purposes. The Parties acknowledge that Boeing's gift of the Building 14-06 Property to KCMOFA is in furtherance of charitable purposes to lessen the

burdens of government. Boeing and KCMOFA intend, and KCMOFA represents and warrants, that KCMOFA's use of the Building 14-06 Property shall be only as planned in connection with the MOF Expansion Project (as described on Appendix A); in the alternative, for Museum Purposes; or, in the alternative, as "aeronautical property" as that term is defined by the FAA in its Order 5190.6A, Airports Compliance Handbook.

Section 4. Boundary Line Adjustment and Conveyance of Exchange Property Fee and Other Related Easements.

A. Boundary Line Adjustment. After the Relocation of T-Hangars and Tie-Downs, the County agrees to obtain a boundary line adjustment to legally segregate the Exchange Property from the T-Hangar A & B Parcel and, to the extent that the T-Hangar A & B Parcel is a part of the T-Hangar C-D-E Parcel, from the T-Hangar C-D-E Parcel. The County agrees to initiate the boundary line adjustment and KCMOFA will cooperate in this process and be responsible for any related third party costs.

B. Conveyance of Exchange Property. Following the boundary line adjustment and the Relocation of T-Hangars and Tie-Downs, and subject to satisfaction of the conditions set forth in Sections 4.C. and D. below, the County agrees to convey, and KCMOFA agrees to accept, fee title to the Exchange Property. The conveyance of title to the Exchange Property shall be accomplished by a deed in the form attached as Exhibit 11 and shall occur no later than sixty (60) days following receipt of final certificate of occupancy of relocated T-Hangars A & B; or thirty (30) days following KCMOFA's acquisition of the Building 14-06 Property if such acquisition has not occurred when such certificate of occupancy is received. The deed conveying the Exchange Property to KCMOFA shall restrict the use of the Exchange Property to Museum Purposes only. Upon this conveyance (and the conveyance of the Site 3 Property

described in Section 6 below), the MOFA Lease shall be amended to include the Exchange Property within the leased premises pursuant to an amendment in the form attached as Exhibit 14.

C. Acceptance of Exchange Property. KCMOFA's obligation to accept conveyance of the Exchange Property shall be conditioned upon KCMOFA's approval of the condition of such property (including matters relating to the physical and environmental conditions, legal, title, and zoning matters) before expiration of the 120 Day Contingency Period. Within twenty (20) days after the execution and delivery of this Agreement, the County shall deliver or make available to KCMOFA copies of all available plans and specifications relating to the T-Hangar A & B Parcel, all surveys, topographical and plat maps, results of soil tests, engineering studies, environmental reports and permits for the T-Hangar A & B Parcel and any other test results or reports, and other information or reports reasonably requested by the KCMOFA and in the County's possession or under the County's control. During the 120 Day Contingency Period, KCMOFA shall have access to the T-Hangar A & B Parcel and shall be entitled to enter upon the property for the limited purposes of performing feasibility investigations, tests, and studies, and site plan development tasks. KCMOFA will purchase liability insurance naming the County as an additional insured for such inspection work. KCMOFA will indemnify and hold the County harmless from and against all liability, damages, costs and expenses (including attorneys fees) arising out of KCMOFA activities on the T-Hangar A & B Parcel pursuant to this Section 4.D. KCMOFA shall not be required to indemnify the County for amounts arising out of the negligent acts or omissions of the County. KCMOFA agrees to keep the T-Hangar A & B Parcel free and clear of any liens arising from KCMOFA's inspection activities and to repair any damage to such property caused by KCMOFA's inspection activities if KCMOFA does not acquire such

property. At the end or before the end of the 120 Day Contingency Period, KCMOFA shall give notice in writing to the County of whether or not KCMOFA elects to proceed with the conveyance of the Exchange Property.

D. Tie-Down Area Easement Agreement. Upon receipt of notice from KCMOFA that KCMOFA has agreed to accept conveyance of the Site 3 Property in accordance with Section 6.B below, the County agrees to provide an easement agreement in the form attached as Exhibit 15 (the “Tie-Down Area Easement Agreement”) to KCMOFA for use of the Tie-Down Area, including for vehicle access and aircraft movement.

1. Management Agreement. KCMOFA shall contract with MOFF for management of the easement activities on the Tie-Down Area.

2. Right to Temporarily Move and Relocate Airplanes. KCMOFA and MOFF shall have the right to temporarily move and relocate the airplanes located at the tie-downs on the Tie-Down Area to facilitate movement of larger aircraft in connection with operation of the MOF; provided that, MOFF shall provide at least fourteen (14) days notice to the County of such activity, and MOFF will secure alternative tie-down or parking space as needed for such displaced aircraft.

3. Hangar Tenant Parking. KCMOFA and MOFF shall develop procedures, to be approved by KCIA, to ensure that their use of the Tie-Down Area does not unreasonably interfere with the rights of the tenants of the tie-downs located on the Tie-Down Area.

4. Aircraft Transit Corridor. KCMOFA and MOFF shall have the right to use the Tie-Down Area as a part of the Aircraft Transit Corridor.

E. Transient Aircraft and Vehicle Parking Area Easement. The County agrees to provide an easement agreement in the form attached as Exhibit 16 (the “Transient Aircraft and

Vehicle Parking Area Easement Agreement”) to KCMOFA for airplane and vehicle parking in the Transient Aircraft and Vehicle Parking Area.

1. Management Agreement. KCMOFA shall contract with MOFF for management of the easement activities on the Transient Aircraft and Vehicle Parking Area.

2. Right to Reconfigure. KCMOFA and MOFF shall have the right to restripe and reconfigure the Transient Aircraft and Vehicle Parking Area to be suitable for MOF parking needs.

3. Right to Control. KCMOFA and MOFF shall have the right to control the parking at the Transient Aircraft and Vehicle Parking Area, which shall include parking for airplanes, buses, cars, and other vehicles in connection with the operation of the MOF.

4. Aircraft Transit Corridor. KCMOFA and MOFF shall have the right to use the Transient Aircraft and Vehicle Parking Area as a part of the Aircraft Transit Corridor.

Section 5. Shared Use Parking and Common Areas.

A. Shared Parking Area Easement Agreement. The County agrees to provide an easement agreement in the form attached as Exhibit 12 (the “Shared Parking Area Easement Agreement”) to KCMOFA for MOF parking rights (including bus parking) to the Shared Parking Area.

1. Management Agreement. KCMOFA shall contract with MOFF for management of the easement activities on the Shared Use Parking Area.

2. Right to Reconfigure. KCMOFA and MOFF shall have the right to restripe and reconfigure the Shared Parking Area to be suitable for MOF parking needs.

3. Hangar Tenant Parking. KCMOFA and MOFF shall develop procedures to ensure that their use of the Shared Parking Area does not prevent the tenants of T-Hangars C-D-E from having continued access to parking on the Shared Parking Area.

4. Stormwater Detention. The County and KCMOFA agree that KCMOFA's and MOFF's use of the Shared Parking Area shall include, if necessary, a stormwater detention system so long as the same does not materially interfere with or impede the availability of parking or the Shared Use Area for County and MOF activities.

B. 747 Parking. KCMOFA and MOFF shall have the right to park the MOF 747 airplane on the Lot 13 Property and Lot 14 Property, until such time as it can be moved to the Site 3 Property. Such parking shall not interfere with the Relocation of T-Hangars & Tie-Downs.

Section 6. Conveyance of Site 3 Property.

A. Acceptance of Site 3 Property. Boeing has made or will make available to KCMOFA copies of all available plans and specifications relating to the Site 3 Property, and, to the extent material to the prospective conveyance of the Site 3 Property in light of the MOF Expansion Project and not privileged or confidential, all surveys, topographical and plat maps, results of soil tests, engineering studies, environmental reports and permits for the Site 3 Property and any other test results or reports, and other information or reports reasonably requested by the KCMOFA and in Boeing's possession or under Boeing's control. Prior to the execution of this Agreement, KCMOFA has had, and during the 120 Day Contingency Period, KCMOFA shall have access to the Site 3 Property and entitlement to enter upon such property for the limited purposes of performing feasibility investigations, tests, and studies, and site plan development tasks, provided, however, that KCMOFA shall give Boeing reasonable notice prior

to any soils extraction tests being performed by or for KCMOFA. KCMOFA will purchase liability insurance naming Boeing as an additional insured for such inspection work. KCMOFA will indemnify and hold Boeing harmless from and against all liability, damages, costs and expenses (including attorneys' fees) arising out of KCMOFA activities on the Site 3 Property as described in or pursuant to this Section 6.A. KCMOFA shall not be required to indemnify Boeing for amounts arising out of the negligent acts or omissions of Boeing during the KCMOFA activities on the Site 3 Property as described in or pursuant to this Section 6.A. KCMOFA agrees to keep the Site 3 Property free and clear of any liens arising from KCMOFA's inspection activities, and to repair any damage to such property caused as a result of KCMOFA's inspection activities if KCMOFA does not acquire such property. Before the end of the 120 Day Contingency Period, KCMOFA shall give notice in writing to Boeing of whether or not KCMOFA elects to accept the conveyance by Boeing of title to the Site 3 Property, based upon KCMOFA's approval of the condition of such property (including matters relating to the physical and environmental conditions, legal title, and zoning matters).

B. No Further Action Determination. Upon receipt of notice from KCMOFA, pursuant to Section 6.A above, that KCMOFA shall accept conveyance of the Site 3 Property, Boeing agrees to use its best reasonable efforts to (i) take actions required of it to obtain and (ii) obtain, or, assist KCMOFA or MOFF to obtain a no further action determination from DOE with respect to the Site 3 Property.

C. Conveyance of Site 3 Property. Boeing agrees to convey, and KCMOFA agrees to accept, fee title to the Site 3 Property, subject to Sections 7 and 8 hereof and to the following:

1. All representations and warranties of KCMOFA contained in this Agreement shall be true and correct as of the date made and as of the time of the conveyance

with the same effect as if those representations and warranties were made at and as of the time of such conveyance.

2. KCMOFA shall not be in default in the performance of any covenant or agreement to be performed by KCMOFA under this Agreement.

3. The conveyance of title to the Site 3 Property shall be accomplished by the execution of a deed in the form attached as Exhibit 13, accompanied by a FIRPTA Certificate, appropriately executed, and a duly executed and completed real estate excise tax affidavit. The transfer and conveyance shall be completed on a date mutually agreed by Boeing and KCMOFA, but no later than April 30, 2002. If conveyance of the Site 3 Property occurs before issuance of the no further action determination described in Section 6.B above, KCMOFA shall provide Boeing with access to the Site 3 Property for Boeing to conduct activities appropriate to its assistance in KCMOFA's or MOFF's securing the no further action determination. Such access will be pursuant to a plan mutually agreed by Boeing and KCMOFA and amended as appropriate from time to time designed to minimize interference with KCMOFA's development activities for the Site 3 Property. Upon this conveyance (and the conveyance of the Exchange Property described in Section 4 above), KCMOFA or MOFF or both shall cause the MOF Lease to be amended to include the Site 3 Property within the leased premises pursuant to the amendment in the form attached as Exhibit 14.

D. Charitable Purposes. The Parties acknowledge that Boeing's gift of the Site 3 Property to KCMOFA is in furtherance of charitable purposes to lessen the burdens of government. Boeing and KCMOFA intend, and KCMOFA warrants, that KCMOFA's use of the Site 3 Property shall be only for the MOF Expansion Project; or, in the alternative, for Museum Purposes.

E. Delivery of Reports. If notice from KCMOFA, pursuant to Section 6.A above, is to the effect that KCMOFA will not accept conveyance of the Site 3 Property, then KCMOFA shall deliver to Boeing a copy of each inspection, study, investigation, analysis, test, report, and the like, excluding financial analyses, obtained or prepared for KCMOFA pursuant to this Section 6. In such event, KCMOFA shall return to Boeing all materials provided and self-generated with regard to the Site 3 Property.

Section 7. Costs and Expenses.

A. Boeing Costs Related to Conveyance. If the conveyance contemplated in Section 3.B or in Section 6 is consummated, then Boeing shall bear the following costs and expenses with respect to any such conveyance:

1. excise taxes and fees payable on the transfer of title to real property,
2. the cost of recording the relevant deed; and
3. Boeing's share of prorations, as described in Section 7.D below.

B. KCMOFA Costs Related to Conveyance. If the conveyance contemplated in Section 3.B or in Section 6 is consummated, then KCMOFA shall bear the following costs and expenses with respect to any such conveyance:

1. all premiums for the KCMOFA's title policy, if any, and
2. KCMOFA's share of prorations, as described in Section 7.D below.

C. Prorated Costs. If conveyances in Sections 3.C or 4.B are consummated, KCMOFA and the County will each pay their respective share of prorations as provided in Section 7.D below and the premium for any title policy obtained by such party. There should be no excise tax on such transfers and KCMOFA and the County will share the recording fees.

D. Tax and Utility Expenses. All taxes and utility expenses relating to the property being conveyed pursuant to Section 3 or Section 6, including without limitation, real property taxes and assessments, shall be prorated on an accrual basis as of the date of the pertinent conveyance. If the grantor and grantee of each such conveyances are unable to obtain final meter readings from all applicable meters as of the time of conveyance, such expenses shall be reasonably estimated as of such time on the basis of the prior operating history of the respective property.

Section 8. Environmental Matters.

A. KCMOFA Acknowledgement. KCMOFA hereby acknowledges that Boeing has disclosed the existence of asbestos at the Building 14-06 Property, at locations including, but not limited to, the roofing material, soffits, joint materials and ventilation system.

B. Site 3 Property Remediation. The Site 3 Property is part of a larger site-wide voluntary remediation agreement between Boeing and DOE. The Site 3 Property is currently subject to an ongoing environmental action plan intended to result in a no further action determination by DOE.

1. Completion of Remediation Activities. Conditioned on receipt of notice from KCMOFA, pursuant to Section 6.A above, that KCMOFA shall accept conveyance of title to the Site 3 Property, Boeing agrees to (a) use its best reasonable efforts to take actions to obtain, and (b) to obtain or, after Boeing transfers title to the Site 3 Property to KCMOFA, to manage the efforts to obtain, a no further action determination from DOE with respect to the Site 3 Property, provided, however, that after such title transfer, KCMOFA shall use good faith efforts to assist in obtaining such determination if it has not already been obtained.

2. Contaminated Materials. Boeing further agrees that if (a) physical or field screening evidence of soil contamination or groundwater contamination that constitutes Hazardous Materials is encountered at the Site 3 Property during excavation for or construction of the MOF Expansion Project; and (b) Boeing is notified of any such contamination; and (c) the contamination was, as determined in accordance with the Dispute Resolution process specified in Section 14 below, caused by Boeing or its agents (and KCMOFA and MOFF shall have the burden of proof with regard to causation on this issue pursuant to the dispute resolution process set forth in Section 14), then, Boeing will, at its expense, characterize, process, and dispose of such Hazardous Material in accordance with all applicable laws and regulations.

C. Environmental Indemnities.

1. Boeing Indemnification Regarding Building 14-06 Property. Except with respect to matters referred to in Section 8.A, Boeing shall defend, indemnify and hold KCMOFA, MOFF and King County harmless from and against Environmental Expenses arising out of or pertaining to any Hazardous Materials on the Building 14-06 Property known to Boeing and as described in the environmental data listed on Exhibit 17 and existing as of the date Boeing transfers such property to KCMOFA; provided that Boeing's obligations pursuant to this Section 8.C.1. shall not apply to Hazardous Materials that first become present on the Building 14-06 Property after the date of transfer to KCMOFA.

2. KCMOFA and MOFF Indemnification of Boeing and the County Regarding Building 14-06 Property. Each of KCMOFA and MOFF agree to defend, indemnify and hold Boeing and the County harmless from and against Environmental Expenses arising out of or pertaining to (a) the removal of asbestos or asbestos-containing materials currently located in the Building 14-06 Property or (b) KCMOFA's demolition of the building currently located on

the Building 14-06 Property or both. KCMOFA and MOFF assume liability for and indemnify Boeing from all responsibility for the activities described in the preceding (a) and (b), including but not limited to all responsibility for any notifications required by law to employees, contractors, assignees or transferees, and all responsibility for abatement and disposal of materials removed under (a) and (b) in compliance with applicable law, whether at or prior to alteration or demolition.

3. County Indemnification of Boeing and KCMOFA Regarding the Building 14-06 Property. The County agrees to defend, indemnify and hold Boeing, KCMOFA and MOFF harmless from and against Environmental Expenses arising out of or pertaining to any Hazardous Materials on the Building 14-06 Property that first become present on the property after the date of transfer of such property to the County; provided that, the County's obligations pursuant to this subsection shall not apply to Hazardous Materials that originate from activities or releases occurring, or the presence of Hazardous Materials on the Building 14-06 Property arising, before the transfer of the Building 14-06 Property to the County.

4. KCMOFA and MOFF Indemnification of County Regarding Exchange Property. KCMOFA and MOFF agree to defend, indemnify and hold the County harmless from and against Environmental Expenses arising out of or pertaining to any Hazardous Materials on the Exchange Property that first become present on the property after the date of transfer of such property to the KCMOFA; provided that, KCMOFA and MOFF's obligations pursuant to this subsection shall not apply to Hazardous Materials that originate from activities or releases occurring, or the presence of Hazardous Materials on the Exchange Property arising, before the transfer of the Exchange Property to KCMOFA.

5. County Indemnification of KCMOFA and MOFF Regarding Exchange Property. The County agrees to defend, indemnify and hold KCMOFA and MOFF harmless from and against Environmental Expenses arising out of or pertaining to any Hazardous Materials on the Exchange Property existing as of the date of transfer of such property to KCMOFA; provided that the County's obligation pursuant to this subsection shall not apply to Hazardous Materials that first become present on the Exchange Property after the date of transfer to KCMOFA.

6. Boeing Indemnification Regarding Site 3 Property. Boeing agrees to defend, indemnify and hold KCMOFA and MOFF harmless from and against Environmental Expenses arising out of or pertaining to any Hazardous Materials that (a) are on the Site 3 Property existing as of the date of the transfer of such property to KCMOFA and (b) were caused by Boeing or its agents (and KCMOFA and MOFF shall have the burden of proof with regard to causation on this issue pursuant to the dispute resolution process set forth in Section 14); provided that Boeing's obligation pursuant to this subsection shall not apply to Hazardous Materials that first become present on the Site 3 Property after the date of transfer to KCMOFA.

7. KCMOFA and MOFF Indemnification Regarding Site 3 Property. KCMOFA and MOFF agree to defend, indemnify and hold Boeing harmless from and against Environmental Expenses arising out of or pertaining to any Hazardous Materials other than those to which Boeing's indemnification obligation extends pursuant to Section 8.C.6.

Section 9. Title Insurance.

KCMOFA and the County, at their discretion, may purchase owner's title insurance in form and substance satisfactory to the prospective owner for the property transfers that are provided for in this Agreement.

Section 10. County Approvals.

A. County Approval of Reconfiguration. Pursuant to the terms of the 1988 Loan, the County hereby approves the reconfiguration of the kitchen, café and meeting room as it relates to and is part of the MOF Expansion Project.

B. County Approvals of 1988 Loan Terms. KCMOFA and MOFF will seek County approvals, as required under the terms of the 1988 Loan, of any financing guarantee by MOFF and of any use of loan proceeds toward the MOF Expansion Project.

Section 11. Development and Public Benefit Commitments.

A. MOF Expansion Project Development. MOFF agrees to design and construct the MOF Expansion Project as described and depicted in Appendix A to this Agreement. In addition:

1. Design and Construction Authority. MOFF shall have full design and construction authority over the MOF Expansion Project.

2. First-Class Aviation and Space Museum. MOFF commits to design and construct the MOF Expansion Project to be a first-class aviation and space museum, consistent with MOF program requirements.

3. Permits and Approvals. MOFF shall be responsible for obtaining all required permits or approvals for the design and construction of the MOF Expansion Project.

4. Financial Commitments. MOFF and KCMOFA agree to diligently pursue appropriate financial commitments for the MOF Expansion Project.

B. Time of Completion of MOF Expansion Project. In recognition of the significant public benefits that will follow from completion of the MOF Expansion Project, MOFF shall use its best efforts to commence design and construction of the MOF Expansion Project within seven

years following the execution of this Agreement, excluding time periods when the design, construction or development of such project is unavoidably delayed by a Force Majeure Event.

C. Public Benefit Commitments. KCMOFA and MOFF agree to provide the Public Benefit Commitments.

Section 12. Permitting.

The Parties agree that the City of Tukwila is in the best position to (a) efficiently review and provide the land use approvals and construction permits associated with the Relocation of T-Hangars and Tie-downs and the MOF Expansion Project (including the boundary line adjustment between the T-Hangar A & B Parcel and the County's adjacent land); and (b) coordinate with KCIA and the FAA for such project to assure that any permitted facilities are satisfactory to KCIA and the FAA. The Parties hereby consent to the City of Tukwila acting as the lead agency in implementing such a land use permitting arrangement. Subject to the City of Tukwila's concurrence, the County agrees to delegate its land use permitting authority for the limited purposes of the Relocation of T-Hangars and Tie-downs. Any development involving the Relocation of T-Hangars and Tie-downs shall meet or exceed County standards regarding protection of the public with respect to environmental, health and safety requirements.

Section 13. Representations and Warranties.

The Parties represent and warrant as follows:

A. County Representations and Warranties. The County represents and warrants to the following:

1. Valid Existence. King County is a home rule charter county duly organized and validly existing under the laws of the State of Washington.

2. Valid Execution. The execution and delivery of this Agreement by the County has been duly and validly authorized by ordinance. This Agreement is a legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

B. Boeing Representations and Warranties. Boeing represents and warrants the following:

1. Valid Existence. Boeing is a corporation duly organized and validly existing under the laws of the State of Delaware.

2. Valid Execution. The execution and delivery of this Agreement by Boeing has been duly and validly authorized by all necessary action. This Agreement is a legal, valid and binding obligation of Boeing, enforceable against Boeing in accordance with its terms.

C. KCMOFA Representations and Warranties. In consideration of Boeing's entering into this Agreement and as an inducement to Boeing to donate the Building 14-06 Property and the Site 3 Property, KCMOFA makes the following representations and warranties, each of which is material and is being relied upon by Boeing, and the truth and accuracy of which shall constitute a condition precedent to Boeing's obligations hereunder. KCMOFA represents and warrants the following:

1. Valid Existence. KCMOFA is a Washington public development authority duly organized and validly existing under the laws of the State of Washington and is a public development authority authorized under RCW § 35.21.730-.745.

2. Valid Execution. The execution and delivery of this Agreement by KCMOFA has been duly and validly authorized by all necessary action. This Agreement is a legal, valid and binding obligation of KCMOFA, enforceable against KCMOFA in accordance with its terms.

3. No Conflict. Neither the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein with respect to KCMOFA, nor compliance with the terms of this Agreement and of the documents and instruments described herein conflicts with or results in the material breach of any terms, conditions, or provisions of, or constitutes a default under, any bond, note, indenture, mortgage, deed of trust, loan, lease or other financing agreement to which KCMOFA is a party.

4. Use of Property. KCMOFA will use the Site 3 Property and the Building 14-06 Property as currently contemplated in connection with the MOF Expansion Project; provided however, that if KCMOFA does not proceed with the MOF Expansion Project as contemplated hereby, the Building 14-06 Property will be used for Museum Purposes, or in the alternative as “aeronautical property” as defined by the FAA in its Order 5190.6A, Airports Compliance Handbook, and the Site 3 Property will be used for Museum Purposes.

D. MOFF Representations and Warranties. MOFF represents and warrants the following:

1. Valid Existence. MOFF is a nonprofit corporation duly organized and validly existing under the laws of the State of Washington. MOFF has received a preliminary determination that it is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code.

2. Valid Execution. The execution and delivery of this Agreement by MOFF has been duly and validly authorized by all necessary action. This Agreement is a legal, valid and binding obligation of MOFF, enforceable against MOFF in accordance with its terms.

E. As Is Transfers. All transfers pursuant to this Agreement are subject to the following provisions:

1. All transfers hereunder shall be made without warranties, representations, or guarantees by the transferor of any kind or nature, express or implied, except for the applicable warranties set out in Section 13 and the warranties of title set forth in the applicable deed.

2. Except as set forth in the respective indemnification provisions, a transferred property shall be received and accepted by the transferee **“AS IS”, “WHERE IS”, “WITH ALL FAULTS”** including, without limitation, all physical and environmental matters and conditions, and all other material facts and issues, now or hereafter existing or arising, known or unknown.

3. Any reports, studies, analyses, maps, drawings, materials and other documents provided by one Party to another are only provided as an accommodation with no representation or warranty by the providing Party as to their completeness, reliability, sufficiency, or accuracy and not with the intent that any such documents be relied upon by any Party, except to the extent that such Party has independently confirmed the validity, reliability, and sufficiency of any such documents and the information contained in them.

4. A transferee's decision to receive and accept the a property hereunder is based solely on the investigation, study, and analyses of all aspects of such properties as made by the transferee and its agents, employees, representatives, attorneys, advisors, and independent contractors.

5. Except as otherwise specifically provided in this Agreement, it is expressly understood and agreed by the Parties that all statements and representations concerning a property made by a Party or its agents and independent contractors (a) were and are intended

and understood by all Parties to be made only as a convenience and not in lieu of a Party's investigation and (b) were and are not to be relied or acted on by any party.

Section 14. Dispute Resolution.

In the event of a contractual dispute between or among any of the Parties regarding this Agreement, the affected parties shall attempt to resolve the matter informally. If the affected parties are unable to resolve the matter informally, the matter shall be forwarded for discussions by the County Executive, the General Counsel for Boeing, and the MOFF Board Chairperson or their respective designee(s). If this process fails to resolve the dispute within thirty (30) days after such referral, an affected Party may submit the matter to a nonbinding, structured mediation procedure fashioned by persons or organizations experienced in alternative dispute resolution ("ADR") procedures. The mediation may be requested by any party and shall be initiated within thirty (30) days from the date of the request unless extended by agreement of the affected parties. The alternative dispute resolution procedures utilized for the mediation shall include the exchange of written claims and responses, with supporting information, at least seven (7) days prior to the actual mediation. The positions expressed and mediator's recommendations shall not be admissible as evidence in any subsequent ADR or legal proceeding. If the matter is submitted to mediation and the matter is not resolved, an affected Party shall be entitled to pursue any legal remedy available.

Section 15. Miscellaneous Provisions.

A. No Joint Venture. Nothing in this Agreement shall be construed as creating a joint venture or any other partnership between any of the Parties.

B. Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and, to the extent permitted herein, assigns.

C. Words of Limitation. Whenever the words “including,” “including but not limited to,” “such as” or “by way of example” or any other similar prefatory words are used in this Agreement, such words shall be deemed to preface an example or list of examples, which examples are set forth for informational purposes only and not for purposes of limitation.

D. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

E. Plural/Singular. Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

F. Execution of Counterparts. This Agreement may be contemporaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

G. No Third Party Beneficiary. The Parties understand and agree that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, or their successors or assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity whatsoever on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties, or their successors or assigns, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

H. Amendment; Waiver. No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by each of the Parties hereto with the same

formality as this Agreement. The failure of the Parties to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by a Party of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing, duly authorized as provided by law and signed by an appropriate official on behalf of the Parties. The payment by any Party of sums due and payable hereunder, with knowledge of the breach of any covenant, agreement, term, provisions or condition herein contained, shall not be deemed a waiver of such breach.

I. Notice Provisions. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by mail. Any notice given by mail must be sent postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following address or at such other addresses as the parties may from time to time direct in writing:

County: King County Executive
King County Courthouse
516 Third Avenue, Room 400
Seattle, WA 98104
Attn: Ron Sims
Fax: (206) 296-0194

with a copy to: King County Prosecutor's Office
King County Courthouse
516 Third Avenue, Room W554
Seattle, WA 98104
Attn: Sally Tenney
Fax: (206) 296-9013

Boeing: President, Boeing Realty Corporation
3760 Kilroy Airport Way, Suite 500
Long Beach, CA 90806
Attn: Mr. Philip Cyburt
Fax: (562) 627-4906

with a copy to: The Boeing Company
P.O. Box 3707
MC 2R-79
Seattle, WA 98124
Attn: Richard Arscott
Fax: (206) 544-7447

with a copy to: The Boeing Company
Office of the General Counsel
P.O. Box 3707
MC 13-08
Seattle, WA 98124
Attn: Heather Howard
Fax: (206) 544-2020

KCMOFA and MOFF: Museum of Flight Foundation
9404 East Marginal Way South
Seattle, WA 98108
Attn: Chair, MOFF Board
Fax: (206) 764-5707

King County Museum of Flight Authority
c/o Museum of Flight Foundation
9404 East Marginal Way South
Seattle, WA 98108
Attn: President, KCMOFA Board
Fax: (206) 764-5707

with a copy to: Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104
Attn: B. Gerald Johnson
Fax: (206) 623-7022

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by overnight courier service, one (1) business day after deposit with the courier service, and if mailed, upon receipt.

J. Statutory Disclaimer. KCMOFA is organized pursuant to King County Ordinance 7444 and RCW 35.21.660, 35.21.670, and 35.21.730-.755. RCW 35.21.750 provides as follows: “[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.”

DATED this ___ day of _____, 2001.

KING COUNTY, WASHINGTON, a
Washington municipal corporation

THE BOEING COMPANY, a Delaware
corporation

By _____
Its Executive

By _____
Its _____

Approved as to Form:

By _____

KING COUNTY MUSEUM OF FLIGHT
AUTHORITY, a Washington public
development authority

MUSEUM OF FLIGHT FOUNDATION, a
Washington nonprofit corporation

By _____
Its _____

By _____
Its _____

EXHIBIT 1

BUILDING 14-06 PROPERTY DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST MARGIN OF EAST MARGINAL WAY, SAID POINT BEING NORTH 23°41'03" WEST A DISTANCE OF 351.24 FEET ALONG SAID MARGIN FROM THE INTERSECTION OF THE SOUTH LINE OF HENRY VAN ASSELT DONATION LAND CLAIM NO. 50 WITH THE EAST MARGIN OF SAID EAST MARGINAL WAY, AS MARKED BY A MONUMENT ON THE WEST BOUNDARY OF BOEING FIELD, SAID POINT ALSO BEING POINT OF INTERSECTION OF SAID EASTERLY MARGIN WITH THE SHORE LINE OF THE DUWAMISH RIVER, AS ESTABLISHED BY COMMERCIAL WATERWAY DISTRICT NO. 1;

THENCE CONTINUING NORTH 23°41'03" WEST ALONG SAID EAST MARGIN, A DISTANCE OF 202.75 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 66°18'57" EAST AT RIGHT ANGLES TO SAID EASTERLY MARGIN, A DISTANCE OF 149 FEET;

THENCE NORTH 23°41'03" WEST PARALLEL TO SAID EASTERLY MARGIN, A DISTANCE OF 259 FEET TO THE NORTHWESTERLY LINE OF PARCEL B OF A TRACT OF LAND CONVEYED TO FRIDAY, INC., BY DEED RECORDED UNDER RECORDING NO. 5286620;

THENCE SOUTH 66°18'57" WEST A DISTANCE OF 149 FEET TO AN INTERSECTION WITH THE EASTERLY MARGIN OF EAST MARGINAL WAY;

THENCE SOUTH 23°41'03" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 259 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF A LINE 500 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF THE MAIN RUNWAY OF BOEING FIELD;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE KING COUNTY AIRPORT BOUNDARY AS DESCRIBED IN DECREE OF APPROPRIATION RECORDED UNDER RECORDING NO. 5032254, AND AS CONVEYED TO KING COUNTY UNDER DEEDS RECORDED UNDER RECORDING NOS. 5134399 AND 5399334;

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET (0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT 2

LOT 13 AND LOT 14 PROPERTY DESCRIPTIONS

Lot 13:

THAT PORTION OF KING COUNTY INTERNATIONAL AIRPORT (BOEING FIELD) IN SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., CONVEYED TO THE BOEING COMPANY BY KING COUNTY BY LEASE No. 2A (1963), AND 2B (1994), DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT DESIGNATED AS MONUMENT "D" AND HAVING A U.S. COAST AND GEODETIC SURVEY COORDINATE OF X = 1,637,871.14. Y = 195,351.46; THENCE SOUTH 72°48'11" WEST 229.73 FEET TO THE INTERSECTION OF A LINE PARALLEL TO AND 425 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE MAIN RUNWAY OF SAID AIRPORT; THENCE NORTH 53°06'55" WEST 40.78 FEET; THENCE NORTH 28°42'13" WEST PARALLEL WITH SAID RUNWAY, 381.58 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 67°27'54" WEST, 262.86 FEET TO THE NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH; THENCE NORTH 22°32'06" WEST ALONG SAID NORTHEASTERLY MARGIN 336.31 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2914.14 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 462.89 FEET; THENCE NORTH 62°54'55" EAST A DISTANCE OF 211.51 FEET TO A POINT ON THE CENTERLINE OF THE CHAIN-LINK FENCE; THENCE SOUTH 28°42'13" EAST ALONG THE CENTERLINE OF THE CHAIN-LINK FENCE, PARALLEL TO THE CENTERLINE OF SAID MAIN RUNWAY, A DISTANCE OF 818.83 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 182,468 SQUARE FEET, ±4.190 ACRES MORE OR LESS

EXCEPT THAT PORTION OF LAND AS RELINQUISHED BY THE BOEING COMPANY TO KING COUNTY AS DESCRIBED IN AMENDMENT #25, DATED 1996; SAID TRACT OF LAND CONTAINING 13,859 SQUARE FEET, MORE OR LESS.

Lot 14:

THAT PORTION OF KING COUNTY INTERNATIONAL AIRPORT (BOEING FIELD) IN SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., CONVEYED TO THE BOEING COMPANY BY KING COUNTY BY LEASE No. 11 (1965), 2A (1963), AND 2B (1994), DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT DESIGNATED AS MONUMENT "D" AND HAVING A U.S. COAST AND GEODETIC SURVEY COORDINATE OF X = 1,637,871.14. Y = 195,351.46; THENCE SOUTH 72°48'11" WEST 229.73 FEET TO A POINT 425 FEET SOUTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF THE MAIN RUNWAY OF SAID AIRPORT AND THE TRUE POINT OF BEGINNING. THENCE SOUTH 67°27'45" WEST 24.34 FEET; THENCE SOUTH 28°42'05" EAST, AND PARALLEL WITH THE CENTERLINE OF SAID MAIN RUNWAY, A DISTANCE OF 488.61 FEET; THENCE SOUTH 61°17'55" WEST 77.66 FEET; THENCE SOUTH 28°42'05" EAST 61.69 FEET; THENCE NORTH 61°17'55" EAST 77.66 FEET; THENCE SOUTH 28°42'05" EAST 146.39 FEET; THENCE SOUTH 67°27'45" WEST RUNNING PARALLEL TO AND 60 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES, TO THE CENTERLINE OF AN ACCESS TAXIWAY A DISTANCE OF 375.10 FEET TO THE NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH; THENCE NORTH 22°32'06" WEST, ALONG SAID NORTHEASTERLY MARGIN 257.46 FEET; THENCE NORTH 67°27'54" EAST, AT RIGHT ANGLES TO SAID NORTHEASTERLY MARGIN, 149.00 FEET; THENCE NORTH 22°32'06" WEST, PARALLEL WITH SAID NORTHEASTERLY MARGIN, 259.00 FEET; THENCE SOUTH 67°27'54" WEST, 149.00 FEET TO SAID NORTHEASTERLY MARGIN; THENCE NORTH 22°32'06" WEST, ALONG SAID MARGIN, 590.69 FEET; THENCE NORTH 67°27'54" EAST, AT RIGHT ANGLES TO SAID MARGIN 262.86 FEET; THENCE SOUTH 28°42'05" EAST 381.58 FEET; THENCE SOUTH 53°06'55" EAST 40.78 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 309,048 SQUARE FEET, ±7.095 ACRES MORE OR LESS.

SUBJECT TO A 10 FOOT EASEMENT FOR SEWER, SAID EASEMENT BEING PARALLEL TO THE EASTERLY MARGIN OF EAST MARGINAL WAY SOUTH AND LYING EASTERLY AND ADJACENT THERETO.



100' 50' 0 100' 200'
SCALE IN FEET

**BOEING SHARED SERVICES GROUP
FACILITY SERVICES - SEATTLE DISTRICT**

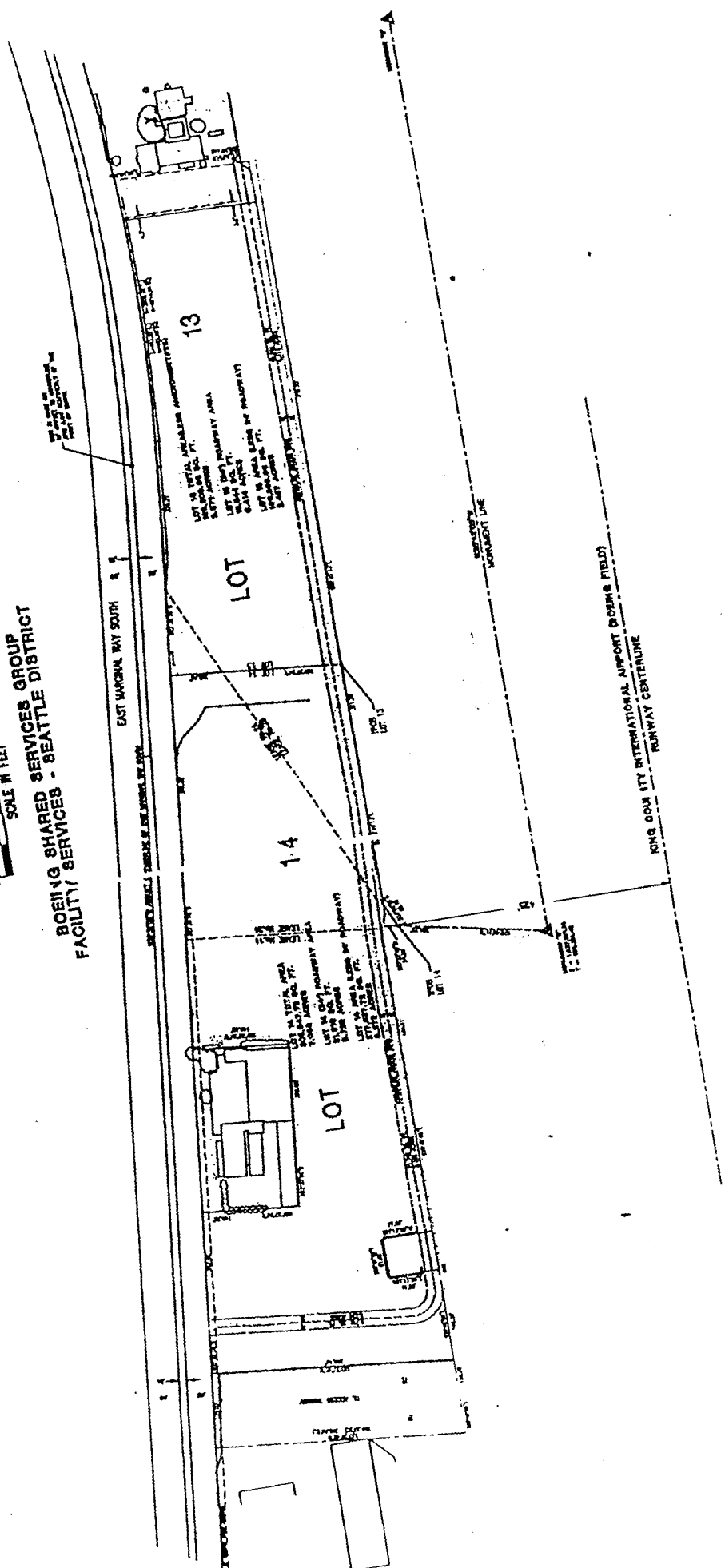


EXHIBIT 3

MOF CORE FACILITY PROPERTY DESCRIPTION

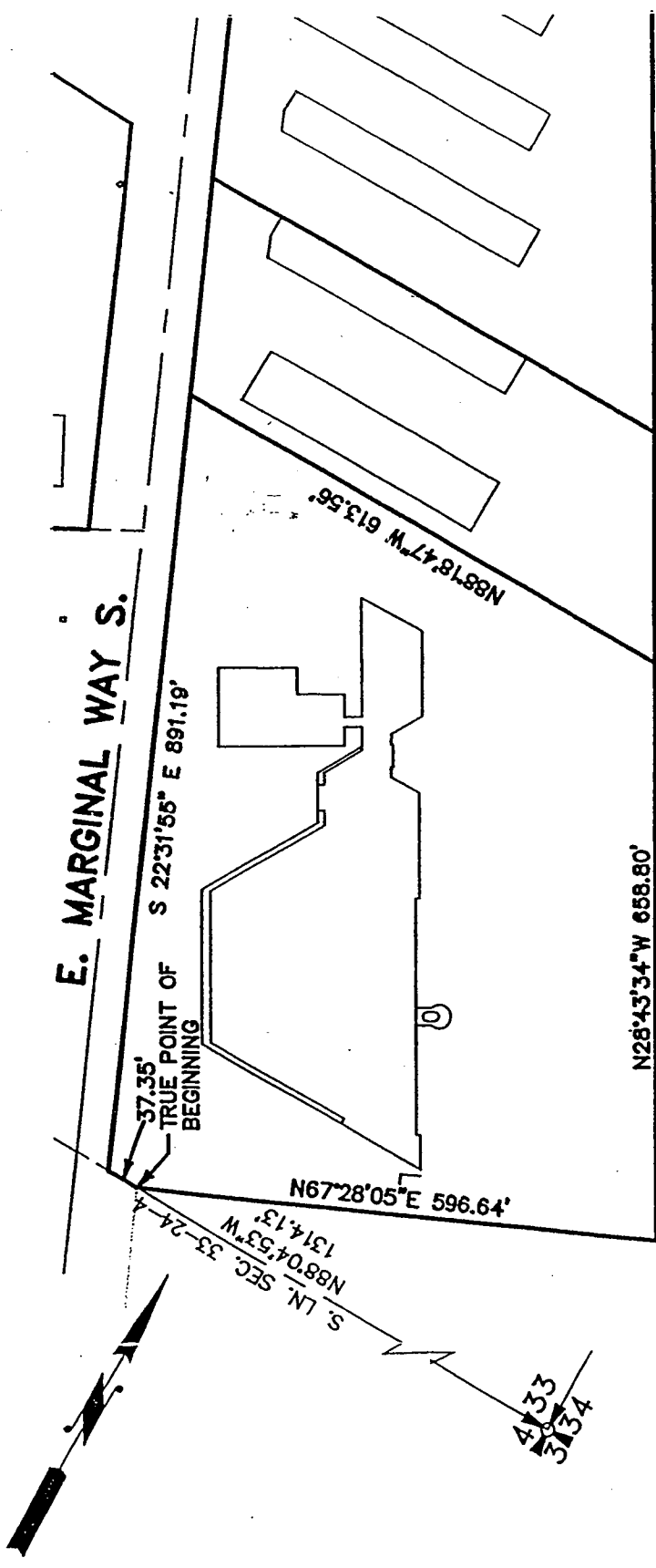
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 23°43'34" WEST 658.80 FEET;
THENCE NORTH 88° 18'47" WEST 613.56 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH 22°31'55" EAST 891.19 FEET ALONG SAID
NORTHEASTERLY MARGIN TO SAID SOUTH LINE OF SECTION 33;
THENCE SOUTH 88°04'53" EAST 37.35 FEET ALONG SAID SOUTH LINE
TO THE TRUE POINT OF BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 459,918 SQUARE FEET
(10.56 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

E. MARGINAL WAY S.

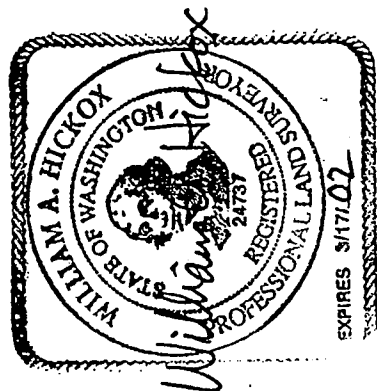


JOB NO 2001047.01
 SCALE 1"=200'
 DRAWN P.J.L.
 CHECKED DCN
 DATE 8/10/01

M.O.F. PARCEL DESCRIPTION

TUKWILA WASHINGTON

BUSH, ROED & HITCHINGS, INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 2009 MINOR AVE. EAST, SEATTLE, WA 98102
 (206) 323-4144 FAX (206) 323-7135
 1-800-935-0508 E-MAIL: INFO@BRHINC.COM



8-10-01

Exhibit 4

T-HANGAR RELOCATION AND CONSTRUCTION SCOPE OF WORK

MOFF will be responsible for the following work, in accordance with the Construction Management Agreement Between the Museum of Flight and King County, unless otherwise provided or amended pursuant to such agreement. This is a preliminary summary of agreed terms; the final scope of work, budget, plans and specifications will be completed between King County and the MOFF representatives in accordance with the Construction Management Agreement.

1. Site Assessment

- Conduct the land Survey of Lot 14 Property and Building 14-06 Property.
- Complete the geotechnical study of Lot 14 Property and Building 14-06 Property.
- Undertake appropriate planning reviews with KCIA administrator or designees.
- KCIA is to provide appropriate environmental site assessments for Lot 14 Property.

2. Design

- KCIA will complete the designs for the construction of a new T-Hangar A, and the relocation of the existing T-Hangar B. All design work will be performed and approved by KCIA.
- Permit the MOF Expansion Project through the City of Tukwila, in accordance with the Interlocal Agreement Between King County and the City of Tukwila Relating to Processing of Building and Land Use Permit Applications and SEPA.
- Obtain approval of the plans for demolition, relocation and construction, with KCIA administrator's cooperation, from FAA (FAA 7460).

3. Construction

- Negotiate and pay for the construction work contract with MOFF contractor.
- Remove hazardous material from Building 14-06 and Building 14-06 Property.
- Dispose of all asbestos and other contaminated or hazardous materials located in or removed from the Building and the immediate environs at a permitted facility.
- Demolish Building 14-06 and existing wheel stops on site.
- Remove or terminate utilities under Building 14-06 footprint.
- Install new utilities, as required, in support of T-Hangars A & B.
- Install new foundations for T-Hangars A & B, and extensions if funded by the KCIA.
- Construct a new T-Hangar A and relocate T-Hangar B from the T-Hangar A & B Parcel to new foundations at the Lot 14 Property.

- Install or reconnect electrical and mechanical services, and upgrade hangars to applicable codes as required. Patch, repair and replace asphalt pavement at existing hangar sites, as required.
- Grade and install new asphalt pavement and tie downs around new T-Hangars A and B sites to existing taxiways.
- Review the storm drainage system discharge, which will remain as is except for potential storm sewer outfall relocation.
- Install tie downs for small aircraft adjacent to the Museum of Flight as agreed by the KCIA administrator.
- Add additional tiedown spaces for transient aircraft at the Museum of Flight, the final numbers to be determined by the MOF designers and KCIA.
- Complete the pavement striping and tie-down configuration per KCIA-approved design.
- Install a chain link security fence and electrically operated gates per KCIA-approved design for full security between the Museum and the airport property and easements, as well at the Lot 14 Property.
- Provide pavement for parking heavy aircraft on the existing T-Hangar A and B Parcel or on the MOF Core Facility in a manner to allow access of other users of the adjacent airport property (as defined by multi-use easement).
- Restore electrical service to Hangar C – E as needed.
- Provide appropriate construction warranties on all new work on T-Hangar A, and assure the relocated T-Hangar B is relocated in a condition that meets or exceeds its current condition and meets all applicable codes. MOF will be responsible for relocation and completion of the T-Hangar B to these standards.
- Identify and locate temporary space for the benefit of tenants currently in Hangars A and B, and pay the costs of temporary replacement hangar space of displaced tenants of Hangars A and B, if any, during the construction and relocation of these hangars.
- Construct a replacement wash pad and drain system at a location to be agreed upon between the MOF and KCIA administrator.
- Finalize the landscaping around the new hangar sites as agreed between the KCIA administrator and the MOF representatives.

NOTE: Phase II site development for balance of Lot 14 to be provided for in separate agreement between MOFF and KCIA.

EXHIBIT 5

SITE 3 PROPERTY DESCRIPTION

REVISED LOT A (After Boundary Line Adjustment)

All that certain real property situate in the City of Tukwila, King County, State of Washington, being a portion of the Southwest Quarter of the Southeast Quarter of Section 33, Township 24 North, Range 4 East, Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Section 33; Thence, along the South line of Section 33, North 88°04'58" West 1393.15 feet; Thence, along the (monumented) offset centerline of East Marginal Way South, North 22°32'07" West 1145.85 feet; Thence, leaving said offset centerline, North 89°22'40" West 67.43 feet, to the TRUE POINT OF BEGINNING of the herein described parcel of land;

THENCE, along the Westerly Right-of-Way line of said East Marginal Way South, parallel with and 62.00 feet Westerly from said offset centerline, South 22°32'07" East 465.83 feet, to the Southeast corner of the herein-described parcel of land;

THENCE, leaving said Westerly Right-of-Way line, South 62°44'39" West 379.67 feet, to the Southwest corner of the herein described parcel of land;

THENCE, North 27°23'53" West 720.27 feet, to the Northwest corner of the herein described parcel of land;

THENCE, along the North line of the properties described in Deed and recorded under King County Recording No. 8602280399, the following courses:

- 1) South 85°46'07" East 476.88 feet;
- 2) South 89°22'40" East 14.85 feet, to the True Point of Beginning

SUBJECT TO ANY EXISTING EASEMENTS and TOGETHER WITH an EASEMENT for Access Roadway and Utility purposes described below.

Together with an EASEMENT for Access and Utility purposes, in, on, over, under, through and across a uniform strip-of-land 40.00 feet in width, 20.00 feet on both sides of the centerline described as follows:

Commencing at the Southeast corner of said Section 33; Thence, along the South line of Section 33, North 88°04'58" West 1393.15 feet; Thence, along the (monumented) offset centerline of East Marginal Way South, North 22°32'07" West 649.20 feet; Thence, leaving said offset centerline, South 63°10'33" West 62.17 feet; Thence, along the Westerly Right-of-Way line of East Marginal Way South, parallel with and 62.00 feet Westerly from said offset centerline, North

22°32'07" West 41.92 feet, to the TRUE POINT OF BEGINNING of the centerline of the herein described strip-of-land;

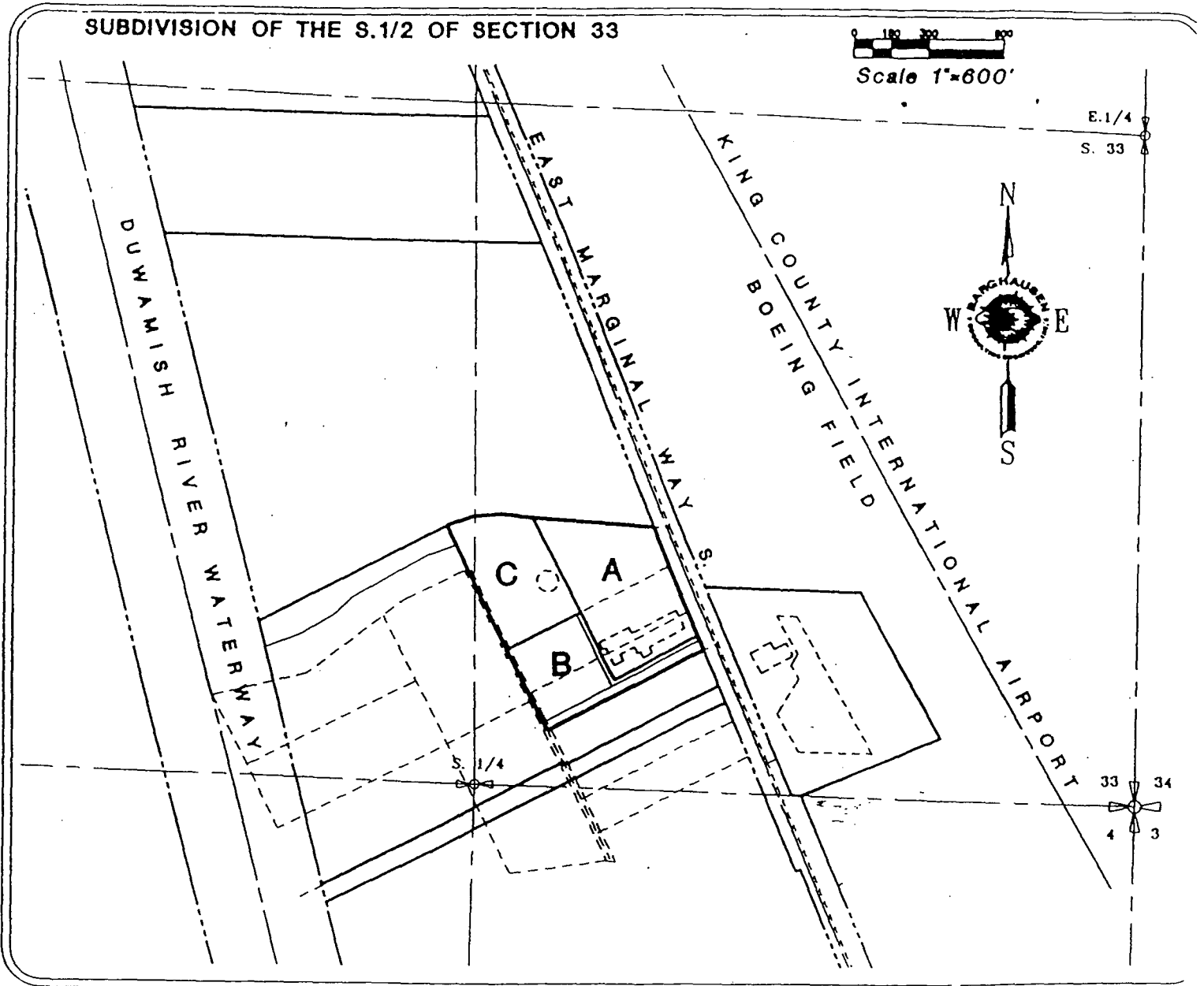
THENCE, leaving said Westerly Right-of-Way line, South 62°44'39" West 379.97 feet;

THENCE, North 27°23'35" West 321.20 feet, to the Southerly line of Lot C of Boundary Line Adjustment recorded under Recording No. (to be recorded);

THENCE, South 27°23'53" East 321.20 feet;

THENCE, South 62°44'39" West 312.89 feet, to the West line of Lot B of Boundary Line Adjustment recorded under Recording No. (to be recorded), being the terminus of the herein described centerline.

DEPICTION OF SITE 3 PROPERTY



DRAWN BY
SRF

DATE
12/11/00

SCALE:
AS SHOWN

CHECKED BY:
FMH

JOB NO.:
7416

RECORD OF SURVEY / BOUNDARY LINE ADJUSTMENT

FOR: BOEING REALTY CORPORATION

PORTIONS of the J. Buckley Donation Land Claim No. 42,
Moore's Five Acre Tracts, Recorded in Vol. 9, of PLATS, Pg. 28
In the S.W1/4 of the S.E.1/4 & the S.E1/4 of the S.W.1/4 of
SECTION 33, Township 24 North, Range 4 East, Willamette Meridian
City of TUKWILA KING County State of WASHINGTON

SEE SHEET 2 of 2 for SURVEY INFORMATION

VENUE SOUTH
2

FAX

LAND PLANNING,
ENVIRONMENTAL SERVICES

SH

EXHIBIT 6

T-HANGAR A & B PARCEL DESCRIPTION

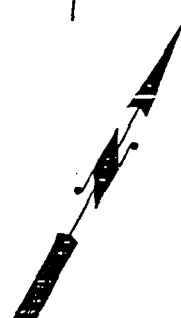
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH $88^{\circ}04'53''$ WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH $67^{\circ}28'05''$ EAST 596.64 FEET;
THENCE NORTH $28^{\circ}43'34''$ WEST 658.80 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE CONTINUING NORTH $28^{\circ}43'34''$ WEST 262.99 FEET;
THENCE NORTH $88^{\circ}18'47''$ WEST 582.44 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH $22^{\circ}31'55''$ EAST 248.69 FEET ALONG SAID
NORTHEASTERLY MARGIN TO A POINT WHICH BEARS NORTH
 $88^{\circ}18'47''$ WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH $88^{\circ}18'47''$ EAST 613.56 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 135,629 SQUARE FEET
(3.11 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

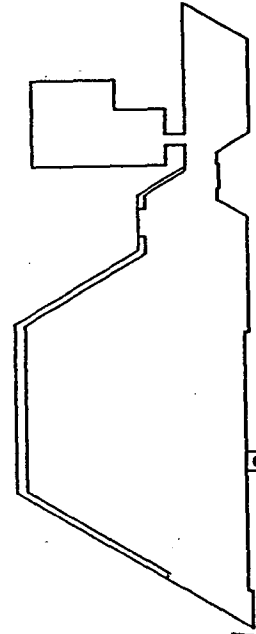
E. MARGINAL WAY S.



S. LN. SEC. 33-24
N88°04'53"W
1314.13'

4133
3134

N67°28'05"E 596.64'



T-HANGAR A
& B PARCEL
DESCRIPTION

TRUE POINT OF BEGINNING

N28°43'34"W 658.80'

N28°43'34"W
262.89'

S88°18'47"E 613.58'

S22°31'55"E
248.69'

N88°18'47"W 582.44'

JOB NO 2001047.01
SCALE 1"=200'
DRAWN P.J.L.
CHECKED D.C.N.
DATE 8/10/01

T-HANGAR A & B PARCEL
DESCRIPTION

WASHINGTON

TUKWILA

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST, SEATTLE, WA 98102
(206) 323-4144 FAX (206) 323-7135
1-800-935-0508 E-MAIL: INFO@BRHINC.COM



8-10-01

EXHIBIT 7

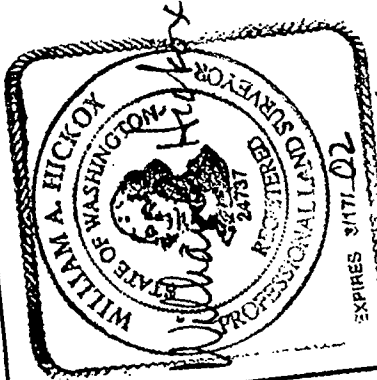
T-HANGAR C-D-E PARCEL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 921.79 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 88°18'47" WEST 582.44 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE NORTH 22°31'55" WEST 482.91 FEET ALONG SAID
NORTHEASTERLY MARGIN;
THENCE SOUTH 88°52'39" EAST 519.05 FEET TO A POINT WHICH
BEARS NORTH 28°43'34" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 28°43'34" EAST 516.61 FEET TO THE TRUE POINT OF
BEGINNING.

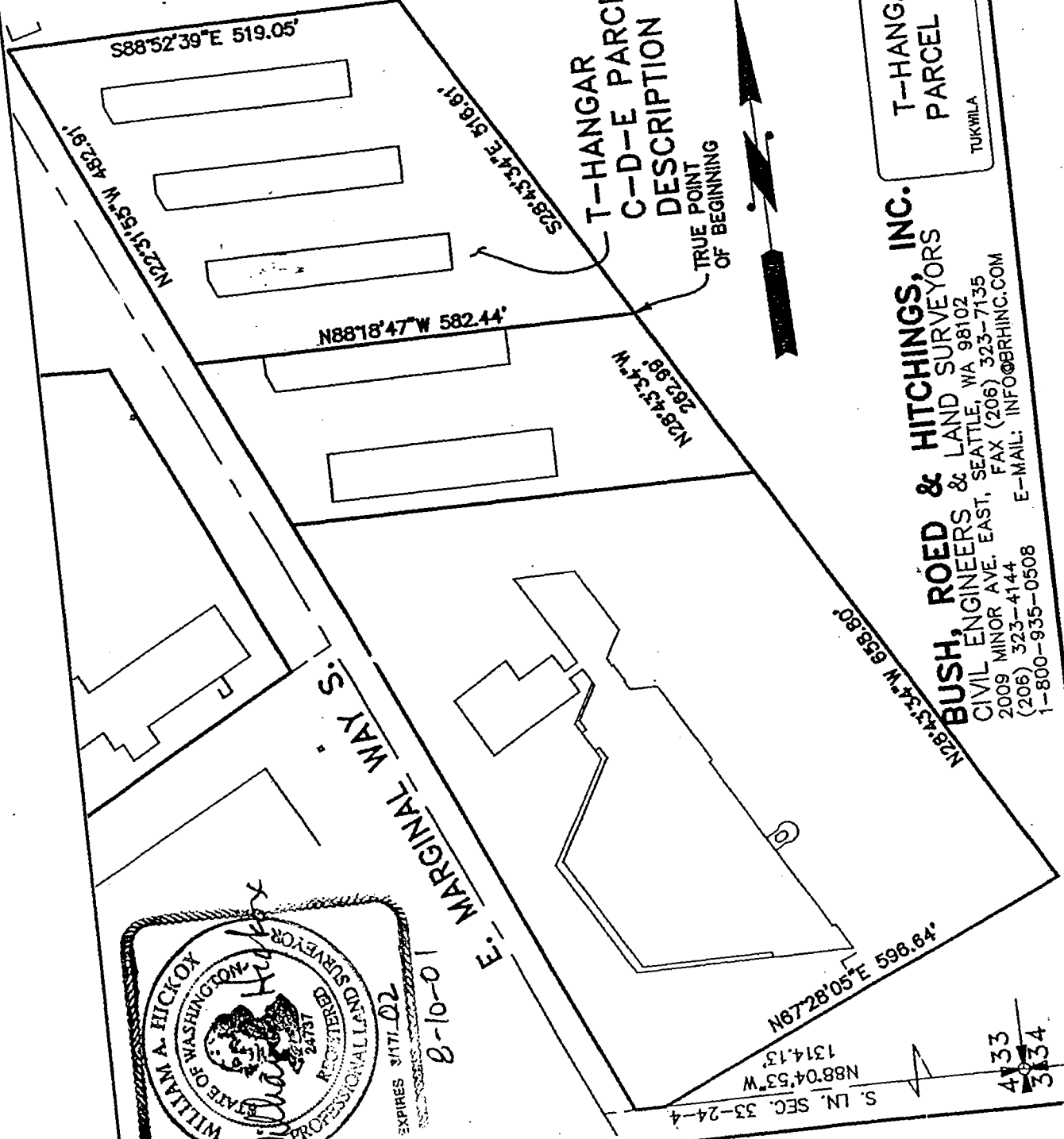
THE PARCEL DESCRIBED ABOVE CONTAINS 244,544 SQUARE FEET
(5.61 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.



8-10-01

E. MARGINAL WAY S.



T-HANGAR
C-D-E PARCEL
DESCRIPTION

TRUE POINT
OF BEGINNING



JOB NO 2001047.01
SCALE 1"=200'
DRAWN P.J.L.
CHECKED D.C.N.
DATE 8/10/01

T-HANGAR C-D-E
PARCEL DESCRIPTION
WASHINGTON
TUKWILA

BUSH, ROED & HITCHINGS, INC.
LAND SURVEYORS
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST, SEATTLE, WA 98102
(206) 323-4144 FAX (206) 323-7135
E-MAIL: INFO@BRHINC.COM
1-800-935-0508

S. LN. SEC. 33-24-4
N88°04'53"W
1314.13'

4733
3834

EXHIBIT 8

EXCHANGE PROPERTY DESCRIPTION

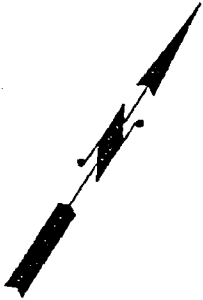
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET;
THENCE NORTH 88°18'47" WEST 230.78 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 22°33'49" WEST 129.79 FEET;
THENCE NORTH 87°57'22" WEST 324.12 FEET;
THENCE SOUTH 22°33'49" EAST 132.01 FEET TO THE POINT WHICH
BEARS NORTH 88°18'47" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 88°18'47" EAST 323.36 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET
(0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

E. MARGINAL WAY S.



S. LN. SEC. 33-24-4
N88°04'53"W
1314.13'

N67°28'05"E 596.64'

EXCHANGE PROPERTY

S22°33'48"E
132.01'

S88°18'47"E
323.34'

N22°33'49"W
129.79'

TRUE POINT
OF BEGINNING

N87°18'47"W
230.78'

N28°43'34"W 658.80'

N87°57'22"W 324.28'

JOB NO 2001047.01
SCALE 1"=200'
DRAWN P.J.L.
CHECKED DCN
DATE 8/23/01

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST, SEATTLE, WA 98102
(206) 323-4144 FAX (206) 323-7135
1-800-935-0508 E-MAIL: INFO@BRHINC.COM

EXCHANGE PROPERTY
DESCRIPTION

TUKWILA WASHINGTON



8-23-01

433
3134

EXHIBIT 9

**BUILDING 14-06 PROPERTY DEED
(BOEING TO KCMOFA)**

After Recording Return To:
Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078
Attn: Shannon J. Skinner

**BARGAIN AND SALE DEED
(14-06 Property)**

GRANTOR: THE BOEING COMPANY

GRANTEE: KING COUNTY MUSEUM OF FLIGHT AUTHORITY

Legal Description:

Abbreviated Form: Portion of Sec. 33, Twnshp 24 N, R4E, W.M.

Additional legal on Exhibit A to document

Assessor's Tax Parcel ID#: 000160-0019-05

THE GRANTOR, THE BOEING COMPANY, a Delaware corporation, as a charitable donation, bargains, sells and conveys to KING COUNTY MUSEUM OF FLIGHT AUTHORITY, a Washington public development authority, the following described real estate, situated in the County of King, State of Washington:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference and subject to the covenant described on Exhibit C attached hereto.

Dated _____, 2001.

THE BOEING COMPANY, a Delaware corporation

By _____
Its _____

Accepted in accordance with the
terms hereof:

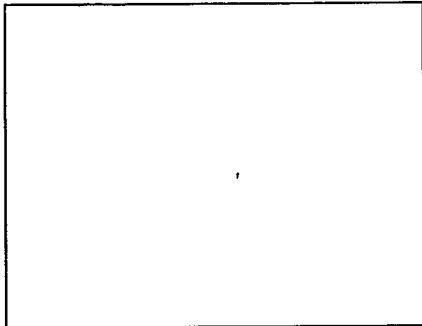
KING COUNTY MUSEUM OF
FLIGHT AUTHORITY, a Washington
public development authority

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of The Boeing Company, a Delaware corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



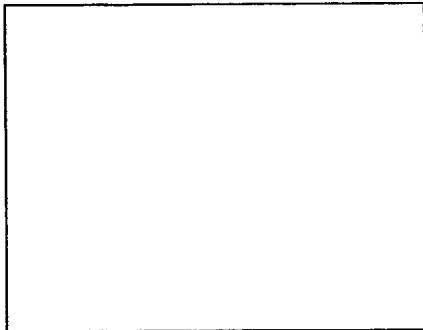
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the King County Museum of Flight Authority, a Washington public development authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST MARGIN OF EAST MARGINAL WAY, SAID POINT BEING NORTH 23°41'03" WEST A DISTANCE OF 351.24 FEET ALONG SAID MARGIN FROM THE INTERSECTION OF THE SOUTH LINE OF HENRY VAN ASSELT DONATION LAND CLAIM NO. 50 WITH THE EAST MARGIN OF SAID EAST MARGINAL WAY, AS MARKED BY A MONUMENT ON THE WEST BOUNDARY OF BOEING FIELD, SAID POINT ALSO BEING POINT OF INTERSECTION OF SAID EASTERLY MARGIN WITH THE SHORE LINE OF THE DUWAMISH RIVER, AS ESTABLISHED BY COMMERCIAL WATERWAY DISTRICT NO. 1;
THENCE CONTINUING NORTH 23°41'03" WEST ALONG SAID EAST MARGIN, A DISTANCE OF 202.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 66°18'57" EAST AT RIGHT ANGLES TO SAID EASTERLY MARGIN, A DISTANCE OF 149 FEET;
THENCE NORTH 23°41'03" WEST PARALLEL TO SAID EASTERLY MARGIN, A DISTANCE OF 259 FEET TO THE NORTHWESTERLY LINE OF PARCEL B OF A TRACT OF LAND CONVEYED TO FRIDAY, INC., BY DEED RECORDED UNDER RECORDING NO. 5286620;
THENCE SOUTH 66°18'57" WEST A DISTANCE OF 149 FEET TO AN INTERSECTION WITH THE EASTERLY MARGIN OF EAST MARGINAL WAY;
THENCE SOUTH 23°41'03" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 259 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF A LINE 500 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF THE MAIN RUNWAY OF BOEING FIELD;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE KING COUNTY AIRPORT BOUNDARY AS DESCRIBED IN DECREE OF APPROPRIATION RECORDED UNDER RECORDING NO. 5032254, AND AS CONVEYED TO KING COUNTY UNDER DEEDS RECORDED UNDER RECORDING NOS. 5134399 AND 5399334;

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET (0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B

EXCEPTIONS

[to be completed before recording]

EXHIBIT C

USE RESTRICTION COVENANT

The real property described on Exhibit A to this Deed (the "Property") is conveyed subject to the following covenant, which is hereby imposed on the Property pursuant to the terms set forth below.

1. Use Restriction. The Property shall at all times be used only for MOF Expansion Project purposes (as defined in the Property Transfer Agreement dated _____, 2001 between King County, Washington, King County Museum of Flight Authority, Museum of Flight Foundation and The Boeing Company); or, in the alternative in a manner consistent with the air and space museum purposes as defined in King County Ordinance No. 7444; or, in the alternative as aeronautical property as that term is defined by the Federal Aviation Administration in its Order 5190.6A, Airports Compliance Handbook.

2. Benefited Property. This covenant is for the benefit of The Boeing Company ("Boeing"), as the grantor of the Property. Boeing owns substantial property in the vicinity of the Property (as identified below, the "Boeing Property"), which is affected by the use of the Property. Boeing wants to assure the use of the Property does not adversely affect the Boeing Property. This covenant shall run with the land and burden the Property for the benefit of the Boeing Property so long as Boeing owns or occupies as a tenant any of the Boeing Property. The Boeing Property is identified by the King County Tax Assessor's parcel numbers listed below:

000160-0020-02
002200-0005-09
218500-0005-08
282404-9009-08
332404-9002-08
092304-9155-04
000340-0018-09
562420-1032-01
000740-0033-06

3. Enforcement. Boeing may enforce this covenant by obtaining injunctive relief or through other lawful means.

4. Modification; Termination. This covenant may be modified or terminated by mutual written agreement of Boeing and the owner of the Property. This covenant will automatically terminate at such time as Boeing no longer owns or occupies as a tenant any of the Boeing Property. To provide record notice of such termination, Boeing will promptly upon the request of the owner of the Property record a notice of such termination.

EXHIBIT 10

BUILDING 14-06 PROPERTY DEED (KCMOFA TO COUNTY)

After Recording Return To:
King County Prosecutor's Office
Civil Division, #E550
516 Third Avenue
Seattle, WA 98104-3212
Attn: Sally G. Tenney

**BARGAIN AND SALE DEED
(14-06 Property)**

GRANTOR: KING COUNTY MUSEUM OF FLIGHT AUTHORITY

GRANTEE: KING COUNTY, WASHINGTON

Legal Description:

Abbreviated Form: Portion of Sec. 33, Twnshp 24 N, R4E, W.M.

Additional legal on Exhibit A to document

Assessor's Tax Parcel ID#: 000160-0019-05

THE GRANTOR, KING COUNTY MUSEUM OF FLIGHT AUTHORITY, a Washington public development authority, as a charitable donation, bargains, sells and conveys to KING COUNTY, WASHINGTON, a municipal corporation of the State of Washington, the following described real estate, situated in the County of King, State of Washington:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference.

Dated _____, 2001.

KING COUNTY MUSEUM OF FLIGHT
AUTHORITY, a Washington public development
authority

By _____
Its _____

Accepted in accordance with the
terms hereof:

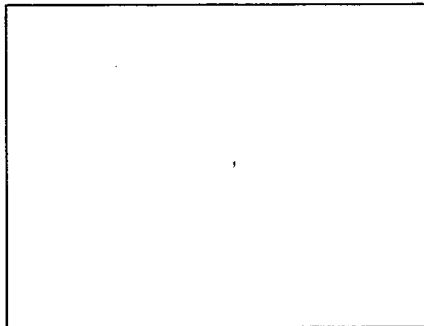
KING COUNTY, WASHINGTON
a Washington municipal corporation

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of King County Museum of Flight
Authority, a Washington public development authority, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated: _____



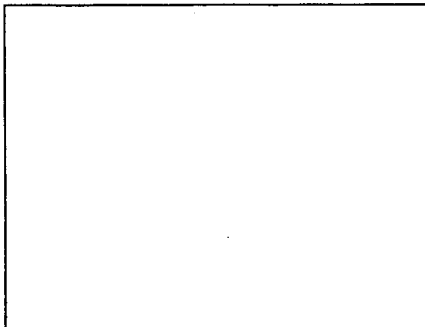
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST MARGIN OF EAST MARGINAL WAY, SAID POINT BEING NORTH 23°41'03" WEST A DISTANCE OF 351.24 FEET ALONG SAID MARGIN FROM THE INTERSECTION OF THE SOUTH LINE OF HENRY VAN ASSELT DONATION LAND CLAIM NO. 50 WITH THE EAST MARGIN OF SAID EAST MARGINAL WAY, AS MARKED BY A MONUMENT ON THE WEST BOUNDARY OF BOEING FIELD, SAID POINT ALSO BEING POINT OF INTERSECTION OF SAID EASTERLY MARGIN WITH THE SHORE LINE OF THE DUWAMISH RIVER, AS ESTABLISHED BY COMMERCIAL WATERWAY DISTRICT NO. 1;
THENCE CONTINUING NORTH 23°41'03" WEST ALONG SAID EAST MARGIN, A DISTANCE OF 202.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 66°18'57" EAST AT RIGHT ANGLES TO SAID EASTERLY MARGIN, A DISTANCE OF 149 FEET;
THENCE NORTH 23°41'03" WEST PARALLEL TO SAID EASTERLY MARGIN, A DISTANCE OF 259 FEET TO THE NORTHWESTERLY LINE OF PARCEL B OF A TRACT OF LAND CONVEYED TO FRIDAY, INC., BY DEED RECORDED UNDER RECORDING NO. 5286620;
THENCE SOUTH 66°18'57" WEST A DISTANCE OF 149 FEET TO AN INTERSECTION WITH THE EASTERLY MARGIN OF EAST MARGINAL WAY;
THENCE SOUTH 23°41'03" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 259 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING NORTHEASTERLY OF A LINE 500 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF THE MAIN RUNWAY OF BOEING FIELD;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE KING COUNTY AIRPORT BOUNDARY AS DESCRIBED IN DECREE OF APPROPRIATION RECORDED UNDER RECORDING NO. 5032254, AND AS CONVEYED TO KING COUNTY UNDER DEEDS RECORDED UNDER RECORDING NOS. 5134399 AND 5399334;

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET (0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, COUNTY OF KING, STATE OF WASHINGTON.

EXHIBIT B
EXCEPTIONS

Terms and Conditions of Use Restriction Covenant contained in deed recorded under Recording
No. _____.

[to be completed before recording]

EXHIBIT 11

EXCHANGE PROPERTY DEED

After Recording Return To:
Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078
Attn: Shannon J. Skinner

**BARGAIN AND SALE DEED
(Exchange Property)**

GRANTOR: KING COUNTY, WASHINGTON

GRANTEE: KING COUNTY MUSEUM OF FLIGHT AUTHORITY

Legal Description:

Abbreviated Form: Portion of Sec. 33, Twnshp 24 N, R4E, W.M.

Additional legal on Exhibit A to document

Assessor's Tax Parcel ID#: _____

THE GRANTOR, KING COUNTY, WASHINGTON, a Washington municipal corporation, as a charitable donation, bargains, sells and conveys to KING COUNTY MUSEUM OF FLIGHT AUTHORITY, a Washington public development authority, the following described real estate, situated in the County of King, State of Washington:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference and subject to the covenant described on Exhibit C attached hereto.

And reserving therefrom an aviation easement if required by the Federal Aviation Administration.

Dated _____, 2001.

KING COUNTY, WASHINGTON, a Washington
municipal corporation

By _____
Its _____

Approved as to form:

Deputy Prosecuting Attorney

Accepted in accordance with the
terms hereof:

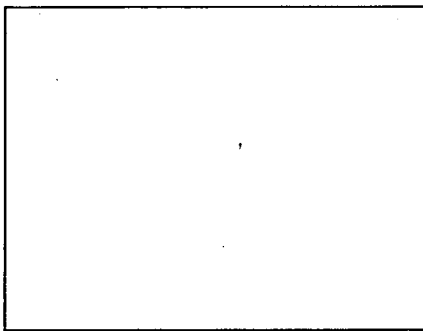
KING COUNTY MUSEUM OF
FLIGHT AUTHORITY, a Washington
public development authority

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



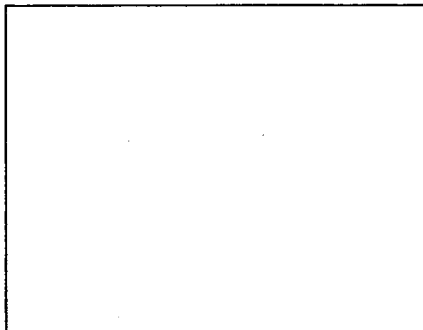
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of King County Museum of Flight
Authority, a Washington public development authority, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION, THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET;
THENCE NORTH 88°18'47" WEST 230.78 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 22°33'49" WEST 129.79 FEET;
THENCE NORTH 87°57'22" WEST 324.12 FEET;
THENCE SOUTH 22°33'49" EAST 132.01 FEET TO THE POINT WHICH BEARS NORTH 88°18'47" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°18'47" EAST 323.36 FEET TO THE TRUE POINT OF BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET (0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT B

EXCEPTIONS

[to be completed before recording]

EXHIBIT C

USE RESTRICTION COVENANT

The real property described on Exhibit A to this Deed (the "Property") is conveyed subject to the following covenant, which is hereby imposed on the Property pursuant to the terms set forth below.

1. Use Restriction. The Property shall at all times be used only in a manner consistent with the air and space museum purposes as defined in King County Ordinance 7444.

2. Benefited Property. This covenant is for the benefit of King County, Washington ("King County"), as the grantor of the Property and its successors and assigns. King County owns substantial property in the vicinity of the Property that it operates as the King County International Airport (as identified below, the "Airport Property"), which is affected by the use of the Property. King County wants to assure the use of the Property does not adversely affect the Airport Property. This covenant shall run with the land and burden the Property for the benefit of the Airport Property so long as some or all of the Airport Property is operated as an airport. The Airport Property is identified by the King County Tax Assessor's parcel numbers listed below:

[To be completed]

3. Enforcement. The owner of the Airport Property may enforce this covenant by obtaining injunctive relief or through other lawful means.

4. Modification; Termination. This covenant may be modified or termination by mutual written agreement of the owners of the Property and the Airport Property. This covenant will automatically terminate at such time as none of the Airport Property is no longer operated as an airport. To provide record notice of such termination, the owner of the Airport Property will promptly upon the request of the owner of the Property record a notice of such termination.

EXHIBIT 12

SHARED PARKING AREA EASEMENT AGREEMENT

WHEN RECORDED, RETURN TO:

Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078
Attn: Shannon J. Skinner

GRANT OF EASEMENT

Grantor: King County, a Washington municipal corporation

Grantee: King County Museum of Flight Authority, a Washington public
development authority

Legal Description of T-Hangar A & B Parcel:

Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.
Additional legal at Exhibit A
Tax Parcel Number:

Legal Description of T-Hangar C-D-E Parcel:

Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.
Additional legal at Exhibit B
Tax Parcel Number:

Legal Description of MOF Core Facility Parcel:

Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.
Additional legal at Exhibit C
Tax Parcel Number:

Legal Description of Exchange Property:

Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.
Additional legal at Exhibit D
Tax Parcel Number:

This GRANT OF EASEMENT ("Agreement") is made as of _____, 2001 by and between King County, Washington, a Washington municipal corporation ("Grantor"), and King County Museum of Flight Authority, a Washington public development authority ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor owns those certain parcel of land legally described on the attached Exhibit A ("the T-Hangar A & B Parcel") and Exhibit B (the "T-Hangar C-D-E Parcel") (collectively, the "T-Hangar Parcels"). The Easement granted herein is appurtenant to (i) that certain parcel of land owned by Grantee that is legally described on the attached Exhibit C ("MOF Core Facility Parcel"); and (ii) that certain parcel of land that Grantee intends to acquire, as legally described on the attached Exhibit D ("Exchange Property").

B. Grantee is planning an expansion of the MOF Facility ("MOF Expansion Project"). As a part of the MOF Expansion Project and the future operation of the MOF Core Facility Parcel, Grantee desires to have access to a portion of the paved parking area located under, on and over that portion of the T-Hangar Parcels legally described on the attached Exhibit E, approximately illustrated on the attached Exhibit F and further described below ("Easement Area").

C. Grantor desires to grant to Grantees a perpetual, non-exclusive easement under, on and over the Easement Area on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are incorporated herein by reference) and the mutual covenants herein contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, Grantor and Grantee agree:

1. Grant to Grantee. Grantor hereby grants, conveys and warrants to Grantee, its successors and assigns, (i) a perpetual, non-exclusive easement under, on and over the Easement Area for museum parking and access; and (ii) a perpetual, non-exclusive easement under, on and over the Easement Area for purposes of the installation, operation, monitoring, maintenance, reconfiguration, restoration and replacement of stormwater drainage facilities.

2. Easement Area. The Easement Area, which is located on the T-Hangar Parcels, is legally described on the attached Exhibit E and approximately illustrated on the attached Exhibit F.

3. Purpose of Grant. This purpose of this Agreement is to provide Grantee with the right to use the Easement Area for (i) museum parking (including bus parking); (ii) the occasional use of a portion of the Easement Area for the movement of large aircraft between

the airport taxiway located east of the Easement Area to the property located west of the taxiway and across East Marginal Way South; (iii) the right to install, maintain, repair, replace, improve and operate stormwater detention facilities under, on and over the Easement Area; and (iv) the right to install, maintain, repair, replace, improve and operate electrical utility facilities under, on and over the Easement Area.

4. Restriction. Grantee shall develop procedures with KCIA approval to ensure that Grantee's use of the Easement Area does not prevent the tenants of the T-Hangars Parcels from having continued access to parking on the Easement Area.

5. Management. Grantee may contract with a third party to manage its operations and activities on the Easement Area; provided that, Grantee shall be solely responsible for all actions of such manager.

6. Construction License. Grantor hereby grants Grantee a perpetual, non-exclusive license under, over and across the Easement Area, as reasonably deemed necessary by Grantee for the purposes set forth in Section 3, to (i) restripe and reconfigure the Easement Area to be suitable for museum parking needs; (ii) construct, maintain, repair, replace, improve and operate the stormwater detention facilities; and (iii) restore the Easement Area as set forth below.

7. Restoration. Grantee agrees to restore any part of the Easement Area that is materially disturbed during the construction, maintenance or operation of the stormwater detention facilities to at least substantially the quality existing immediately prior to such disturbance.

8. Ownership of Stormwater Detention Facilities. The stormwater detention facilities shall be the sole property of Grantee.

9. Liens. Grantee shall promptly pay or otherwise satisfy and discharge any mechanic's or material supplier's lien imposed on the Easement Area as the result of Grantee's actions.

10. Indemnity.

10.1 Grantee Indemnity. Grantee, its successors or assigns, will protect, save and hold harmless Grantor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any negligent or wrongful acts or activities of Grantee, its agents or employees arising from Grantee's use of the Easement Area or activities in connection with such use. Grantee further agrees to defend Grantor, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with any negligent or wrongful acts or activities of Grantee, its agents or employees arising from Grantee's use of the Easement Area or activities in connection with such use. The

obligations of the preceding two sentences shall not include claims, costs, damages, or expenses to the extent caused by the negligence or misconduct of Grantor, its agents or employees. If such claims, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantor, its agents or employees, and (b) Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence or misconduct of Grantees or its agents or employees.

10.2 Grantor Indemnity. Grantor, its successors or assigns, will protect, save and hold harmless Grantee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any negligent or wrongful acts or activities of Grantor, its agents or employees. Grantor further agrees to defend Grantee, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with any negligent or wrongful acts or activities of Grantor, its agents or employees. The obligations of the preceding two sentences shall not include claims, costs, damages, or expenses to the extent caused by the negligence or misconduct of Grantor, its agents or employees. If such claims, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantee, its agents or employees, and (b) Grantor, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence or misconduct of Grantor or its agents or employees.

11. Notice. Any notice permitted or required to be given by either party to this Agreement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, by reputable overnight delivery service, or by personal delivery, as follows:

County: King County Executive
King County Courthouse
516 Third Avenue, Room 400
Seattle, WA 98104
Attn: Ron Sims
Fax: (206) 296-0194

with a copy to: King County Prosecutor's Office
King County Courthouse
516 Third Avenue, Room W554
Seattle, WA 98104
Attn: Sally Tenney
Fax: (206) 296-9013

KCMOFA: King County Museum of Flight Authority
c/o Museum of Flight Foundation
9404 East Marginal Way South
Seattle, WA 98108
Attn: President, KCMOFA Board
Fax: (206) 764-5707

with a copy to: Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104
Attn: B. Gerald Johnson
Fax: (206) 623-7022

or to such other address or to such other person's attention of which notice was given in accordance with this paragraph. Notice shall be deemed effective upon receipt.

12. Legal Action. In the event of any litigation or other proceedings to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs, expenses and attorneys' fees incurred in such litigation or other proceeding (and any appeal therefrom and collection of any judgment or award rendered therein).

13. Binding on Successors. All terms, conditions, agreements, restrictions, and covenants herein contained shall be appurtenant, shall touch and concern the T-Hangar Parcels, the MOF Facility and the Exchange Property, shall run with the land, and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and transferees, including without limitation all subsequent owners of the T-Hangar Parcels, the MOF Core Facility Parcel and the Exchange Property.

14. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

15. Entire Agreement. This is the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements with respect thereto.

16. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

DATED as of the day and year written above.

KING COUNTY, WASHINGTON, a
Washington municipal corporation

KING COUNTY MUSEUM OF FLIGHT
AUTHORITY, a Washington public
development authority

By _____
Its Executive

By _____
Its _____

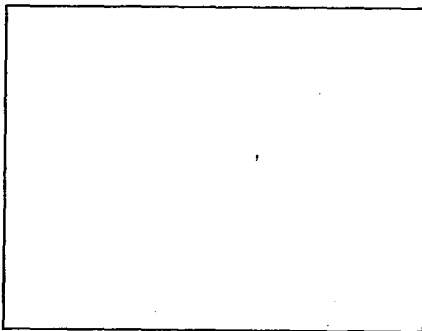
Approved as to Form:

By _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



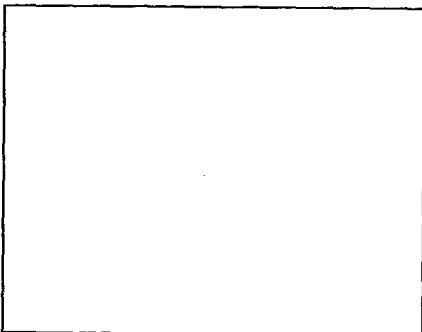
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the _____ of the King County Museum of Flight Authority, a Washington public development authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF T-HANGAR A & B PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH $88^{\circ}04'53''$ WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH $67^{\circ}28'05''$ EAST 596.64 FEET;
THENCE NORTH $28^{\circ}43'34''$ WEST 658.80 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE CONTINUING NORTH $28^{\circ}43'34''$ WEST 262.99 FEET;
THENCE NORTH $88^{\circ}18'47''$ WEST 582.44 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH $22^{\circ}31'55''$ EAST 248.69 FEET ALONG SAID
NORTHEASTERLY MARGIN TO A POINT WHICH BEARS NORTH
 $88^{\circ}18'47''$ WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH $88^{\circ}18'47''$ EAST 613.56 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 135,629 SQUARE FEET
(3.11 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT B

LEGAL DESCRIPTION OF T-HANGAR C-D-E PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 921.79 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 88°18'47" WEST 582.44 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE NORTH 22°31'55" WEST 482.91 FEET ALONG SAID
NORTHEASTERLY MARGIN;
THENCE SOUTH 88°52'39" EAST 519.05 FEET TO A POINT WHICH
BEARS NORTH 28°43'34" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 28°43'34" EAST 516.61 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 244,544 SQUARE FEET
(5.61 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT C

LEGAL DESCRIPTION OF MOF CORE FACILITY PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 23°43'34" WEST 658.80 FEET;
THENCE NORTH 88° 18'47" WEST 613.56 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH 22°31'55" EAST 891.19 FEET ALONG SAID
NORTHEASTERLY MARGIN TO SAID SOUTH LINE OF SECTION 33;
THENCE SOUTH 88°04'53" EAST 37.35 FEET ALONG SAID SOUTH LINE
TO THE TRUE POINT OF BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 459,918 SQUARE FEET
(10.56 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT D

LEGAL DESCRIPTION OF EXCHANGE PROPERTY

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET;
THENCE NORTH 88°18'47" WEST 230.78 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 22°33'49" WEST 129.79 FEET;
THENCE NORTH 87°57'22" WEST 324.12 FEET;
THENCE SOUTH 22°33'49" EAST 132.01 FEET TO THE POINT WHICH
BEARS NORTH 88°18'47" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 88°18'47" EAST 323.36 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET
(0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT E

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET / LONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET;
THENCE NORTH 88°18'47" WEST 230.91 FEET;
THENCE NORTH 22°33'49" WEST 129.79 FEET;
THENCE NORTH 87°57'22" WEST 324.12 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 22°33'49" EAST 132.01 FEET;
THENCE NORTH 88°18'47" WEST 59.44 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE NORTH 22°31'55" WEST 731.61 FEET ALONG SAID
NORTHEASTERLY MARGIN;
THENCE SOUTH 88°52'39" EAST 75.59 FEET;
SOUTH 22°43'59" EAST 601.53 FEET TO A POINT WHICH BEARS SOUTH
87°57'22" EAST FROM THE TRUE POINT OF BEGINNING;
THENCE NORTH 87°57'22" WEST 18.93 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 49,327 SQUARE FEET
(1.13 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

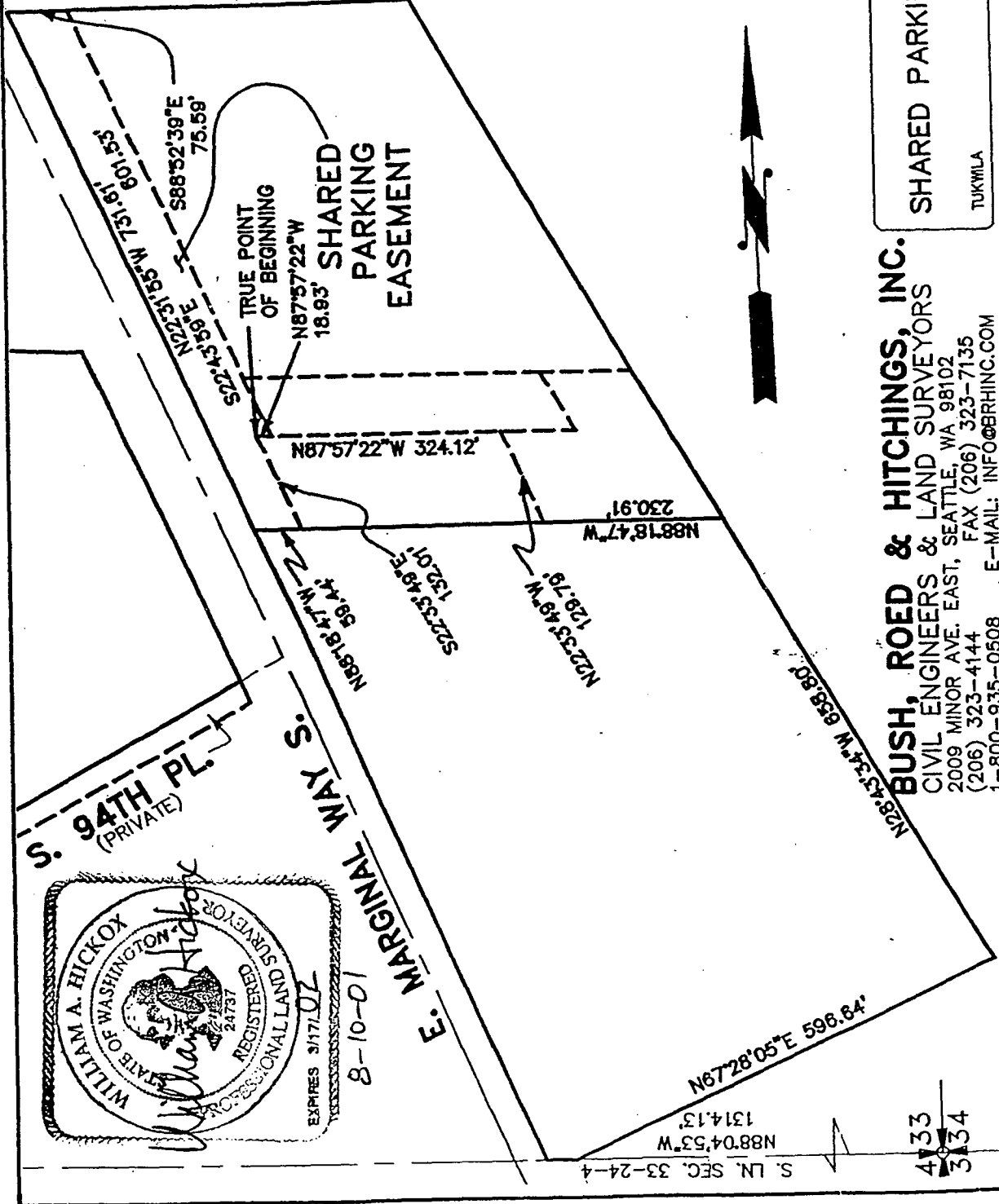
EXHIBIT F
GENERAL DEPICTION OF THE EASEMENT AREA



8-10-01

S. 94TH PL.
(PRIVATE)

E. MARGINAL WAY S.



JOB NO 2001047.01
SCALE 1"=200'
DRAWN P.J.L.
CHECKED DGN
DATE 8/10/01



SHARED PARKING EASEMENT
TUKWILA WASHINGTON

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST, SEATTLE, WA 98102
(206) 323-4144 FAX (206) 323-7135
1-800-935-0508 E-MAIL: INFO@BRHINC.COM

S. LN. SEC. 33-24-4
N88°04'53"W
1314.13'

4733
3A34

EXHIBIT 13

SITE 3 PROPERTY DEED

After Recording Return To:
Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078
Attn: Shannon J. Skinner

**BARGAIN AND SALE DEED
(Site 3 Property)**

GRANTOR: THE BOEING COMPANY

GRANTEE: KING COUNTY MUSEUM OF FLIGHT AUTHORITY

Legal Description:

Abbreviated Form: Portion of Sec. 33, Twnshp 24 N, R4E, W.M.

Additional legal on Exhibit A to document

Assessor's Tax Parcel ID#: _____

THE GRANTOR, THE BOEING COMPANY, a Delaware corporation, as a charitable donation, bargains, sells and conveys to KING COUNTY MUSEUM OF FLIGHT AUTHORITY, a Washington public development authority, the following described real estate, situated in the County of King, State of Washington:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to and excepting those matters listed in Exhibit B attached hereto and incorporated herein by this reference and subject to the covenant described on Exhibit C attached hereto.

Dated _____, 2001.

THE BOEING COMPANY, a Delaware
corporation

By _____
Its _____

Accepted in accordance with the
terms hereof:

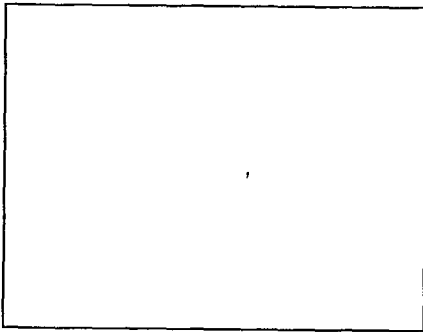
KING COUNTY MUSEUM OF
FLIGHT AUTHORITY, a Washington
public development authority

By _____
Its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of The Boeing Company, a Delaware
corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.

Dated: _____



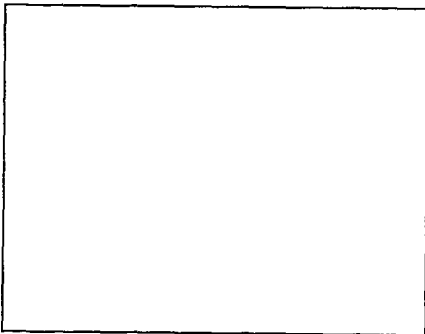
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as the _____ of the King County Museum of Flight
Authority, a Washington public development authority, to be the free and voluntary act of such
party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION

REVISED LOT A (After Boundary Line Adjustment)

All that certain real property situate in the City of Tukwila, King County, State of Washington, being a portion of the Southwest Quarter of the Southeast Quarter of Section 33, Township 24 North, Range 4 East, Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Section 33; Thence, along the South line of Section 33, North $88^{\circ}04'58''$ West 1393.15 feet; Thence, along the (monumented) offset centerline of East Marginal Way South, North $22^{\circ}32'07''$ West 1145.85 feet; Thence, leaving said offset centerline, North $89^{\circ}22'40''$ West 67.43 feet, to the TRUE POINT OF BEGINNING of the herein described parcel of land;

THENCE, along the Westerly Right-of-Way line of said East Marginal Way South, parallel with and 62.00 feet Westerly from said offset centerline, South $22^{\circ}32'07''$ East 465.83 feet, to the Southeast corner of the herein-described parcel of land;

THENCE, leaving said Westerly Right-of-Way line, South $62^{\circ}44'39''$ West 379.67 feet, to the Southwest corner of the herein described parcel of land;

THENCE, North $27^{\circ}23'53''$ West 720.27 feet, to the Northwest corner of the herein described parcel of land;

THENCE, along the North line of the properties described in Deed and recorded under King County Recording No. 8602280399, the following courses:

- 1) South $85^{\circ}46'07''$ East 476.88 feet;
- 2) South $89^{\circ}22'40''$ East 14.85 feet, to the True Point of Beginning

SUBJECT TO ANY EXISTING EASEMENTS and TOGETHER WITH an EASEMENT for Access Roadway and Utility purposes described below.

Together with an EASEMENT for Access and Utility purposes, in, on, over, under, through and across a uniform strip-of-land 40.00 feet in width, 20.00 feet on both sides of the centerline described as follows:

Commencing at the Southeast corner of said Section 33; Thence, along the South line of Section 33, North $88^{\circ}04'58''$ West 1393.15 feet; Thence, along the (monumented) offset centerline of East Marginal Way South, North $22^{\circ}32'07''$ West 649.20 feet; Thence, leaving said offset centerline, South $63^{\circ}10'33''$ West 62.17 feet; Thence, along the Westerly Right-of-Way line of East Marginal Way South, parallel with and 62.00 feet Westerly from said offset centerline, North

22°32'07" West 41.92 feet, to the TRUE POINT OF BEGINNING of the centerline of the herein described strip-of-land;

THENCE, leaving said Westerly Right-of-Way line, South 62°44'39" West 379.97 feet;

THENCE, North 27°23'35" West 321.20 feet, to the Southerly line of Lot C of Boundary Line Adjustment recorded under Recording No. (to be recorded);

THENCE, South 27°23'53" East 321.20 feet;

THENCE, South 62°44'39" West 312.89 feet, to the West line of Lot B of Boundary Line Adjustment recorded under Recording No. (to be recorded), being the terminus of the herein described centerline.

EXHIBIT B

EXCEPTIONS

[to be completed before recording]

EXHIBIT C

USE RESTRICTION COVENANT

The real property described on Exhibit A to this Deed (the "Property") is conveyed subject to the following covenant, which is hereby imposed on the Property pursuant to the terms set forth below.

1. Use Restriction. The Property shall at all times be used only for MOF Expansion Project purposes (as defined in the Property Transfer Agreement dated _____, 2001 between King County, Washington, King County Museum of Flight Authority, Museum of Flight Foundation and The Boeing Company); or, in the alternative in a manner consistent with the air and space museum purposes as defined in King County Ordinance 7444.

2. Benefited Property. This covenant is for the benefit of The Boeing Company ("Boeing"), as the grantor of the Property. Boeing owns substantial property in the vicinity of the Property (as identified below, the "Boeing Property"), which is affected by the use of the Property. Boeing wants to assure the use of the Property does not adversely affect the Boeing Property. This covenant shall run with the land and burden the Property for the benefit of the Boeing Property so long as Boeing owns or occupies as a tenant any of the Boeing Property. The Boeing Property is identified by the King County Tax Assessor's parcel numbers listed below:

000160-0020-02
002200-0005-09
218500-0005-08
282404-9009-08
332404-9002-08
092304-9155-04
000340-0018-09
562420-1032-01
000740-0033-06

3. Enforcement. Boeing may enforce this covenant by obtaining injunctive relief or through other lawful means.

4. Modification; Termination. This covenant may be modified or terminated by mutual written agreement of Boeing and the owner of the Property. This covenant will automatically terminate at such time as Boeing no longer owns or occupies as a tenant any of the Boeing Property. To provide record notice of such termination, Boeing will promptly upon the request of the owner of the Property record a notice of such termination.

EXHIBIT 14

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease is entered into this _____ day of _____, 2000 between the KING COUNTY MUSEUM OF FLIGHT AUTHORITY, a Washington public development authority ("KCMOFA") and the MUSEUM OF FLIGHT FOUNDATION, a Washington nonprofit corporation ("MOFF") with reference to the following:

A. KCMOFA and MOFF previously entered into that certain Lease Agreement (the "Lease") dated April 30, 1986 and that certain Memorandum of Lease Agreement (the "Memorandum of Lease") dated April 30, 1986, recorded in King County under Auditor's Number 8605270681, and a First Amendment to Lease dated February 23, 1988, recorded in King County under Auditor's Number 8808150442.

B. The Lessor and the Lessee and the County have agreed that at such time as KCMOFA obtains title to the premises known as the Site 3 Property and the Exchange Property, both of which are legally described in Exhibit A hereto, that these parcels shall be included in the Leased Premises (defined in the Lease) and become subject to the terms of the Lease.

C. KCMOFA has, as of _____, 2001 and _____, 2002, obtained title to the Exchange Property and the Site 3 Parcel, respectively.

NOW, THEREFORE, the parties agree as follows:

1. The Site 3 Property and the Exchange Property shall be included in the Leased Premises and shall be subject to the terms of the Lease.
2. The Lease and the Memorandum of Lease are hereby amended to include the legal descriptions of the Site 3 Property and the Exchange Property, which are as stated in Exhibit A attached hereto and incorporated by reference.
3. Except as specifically amended hereby, all terms of the Lease and Memorandum of Lease remain in full force and effect.

LESSOR:

KING COUNTY MUSEUM OF FLIGHT
AUTHORITY, a Washington public development
authority

By _____
Its Secretary

LESSEE:

MUSEUM OF FLIGHT FOUNDATION, a
Washington nonprofit corporation

By _____
Its Chairman of the Board

By _____
Its Secretary

EXHIBIT A

LEGAL DESCRIPTION OF SITE 3 PROPERTY AND EXCHANGE PROPERTY

Site 3 Property:

REVISED LOT A (After Boundary Line Adjustment)

All that certain real property situate in the City of Tukwila, King County, State of Washington, being a portion of the Southwest Quarter of the Southeast Quarter of Section 33, Township 24 North, Range 4 East, Willamette Meridian, described as follows:

Commencing at the Southwest corner of said Section 33; Thence, along the South line of Section 33, North $88^{\circ}04'58''$ West 1393.15 feet; Thence, along the (monumented) offset centerline of East Marginal Way South, North $22^{\circ}32'07''$ West 1145.85 feet; Thence, leaving said offset centerline, North $89^{\circ}22'40''$ West 67.43 feet, to the TRUE POINT OF BEGINNING of the herein described parcel of land;

THENCE, along the Westerly Right-of-Way line of said East Marginal Way South, parallel with and 62.00 feet Westerly from said offset centerline, South $22^{\circ}32'07''$ East 465.83 feet, to the Southeast corner of the herein-described parcel of land;

THENCE, leaving said Westerly Right-of-Way line, South $62^{\circ}44'39''$ West 379.67 feet, to the Southwest corner of the herein described parcel of land;

THENCE, North $27^{\circ}23'53''$ West 720.27 feet, to the Northwest corner of the herein described parcel of land;

THENCE, along the North line of the properties described in Deed and recorded under King County Recording No. 8602280399, the following courses:

- 1) South $85^{\circ}46'07''$ East 476.88 feet;
- 2) South $89^{\circ}22'40''$ East 14.85 feet, to the True Point of Beginning

SUBJECT TO ANY EXISTING EASEMENTS and TOGETHER WITH an EASEMENT for Access Roadway and Utility purposes described below.

Together with an EASEMENT for Access and Utility purposes, in, on, over, under, through and across a uniform strip-of-land 40.00 feet in width, 20.00 feet on both sides of the centerline described as follows:

Commencing at the Southeast corner of said Section 33; Thence, along the South line of Section 33, North $88^{\circ}04'58''$ West 1393.15 feet; Thence, along the

(monumented) offset centerline of East Marginal Way South, North 22°32'07" West 649.20 feet; Thence, leaving said offset centerline, South 63°10'33" West 62.17 feet; Thence, along the Westerly Right-of-Way line of East Marginal Way South, parallel with and 62.00 feet Westerly from said offset centerline, North 22°32'07" West 41.92 feet, to the TRUE POINT OF BEGINNING of the centerline of the herein described strip-of-land;

THENCE, leaving said Westerly Right-of-Way line, South 62°44'39" West 379.97 feet;

THENCE, North 27°23'35" West 321.20 feet, to the Southerly line of Lot C of Boundary Line Adjustment recorded under Recording No. (to be recorded);

THENCE, South 27°23'53" East 321.20 feet;

THENCE, South 62°44'39" West 312.89 feet, to the West line of Lot B of Boundary Line Adjustment recorded under Recording No. (to be recorded), being the terminus of the herein described centerline.

Exchange Property:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION, THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;

THENCE NORTH 67°28'05" EAST 596.64 FEET;

THENCE NORTH 28°43'34" WEST 658.80 FEET;

THENCE NORTH 88°18'47" WEST 230.78 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 22°33'49" WEST 129.79 FEET;

THENCE NORTH 87°57'22" WEST 324.12 FEET;

THENCE SOUTH 22°33'49" EAST 132.01 FEET TO THE POINT WHICH BEARS NORTH 88°18'47" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 88°18'47" EAST 323.36 FEET TO THE TRUE POINT OF BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET (0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT 15

TIE-DOWN AREA EASEMENT AGREEMENT

WHEN RECORDED, RETURN TO:

Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078
Attn: Shannon J. Skinner

GRANT OF EASEMENT

Grantor: King County, Washington, a Washington municipal corporation

Grantee: King County Museum of Flight Authority, a Washington public development authority

Legal Description of T-Hangar A & B Parcel:

Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.

Additional legal at Exhibit A

Tax Parcel Number:

Legal Description of MOF Core Facility Parcel:

Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.

Additional legal at Exhibit B

Tax Parcel Number:

Legal Description of Exchange Property:

Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.

Additional legal at Exhibit C

Tax Parcel Number:

This GRANT OF EASEMENT ("Agreement") is made as of _____, 2001 by and between King County, Washington, a Washington municipal corporation ("Grantor"), and King County Museum of Flight Authority, a Washington public development authority ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor owns that certain parcel of land legally described on the attached Exhibit A ("the T-Hangar A & B Parcel"). The Easement granted herein is appurtenant to that certain parcel of land owned by Grantee that is legally described on the attached Exhibit B ("MOF Core Facility Parcel"); and (ii) that certain parcel of land that Grantee intends to acquire, as legally described on the attached Exhibit C ("Exchange Property").

B. Grantee is planning an expansion of the MOF Facility ("MOF Expansion Project"). As a part of the MOF Expansion Project and the future operation of the MOF Core Facility Parcel, Grantee desires to have access to a portion of the paved airplane tie-down area located on and over that portion of the T-Hangar A & B Parcel legally described on the attached Exhibit D, approximately illustrated on the attached Exhibit E and further described below ("Easement Area").

C. Grantor desires to grant to Grantees a perpetual, non-exclusive easement under, on and over the Easement Area on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are incorporated herein by reference) and the mutual covenants herein contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, Grantor and Grantee agree:

1. Grant to Grantee. Grantor hereby grants, conveys and warrants to Grantee, its successors and assigns, a perpetual, non-exclusive easement on and over the Easement Area for aircraft movement and access.

2. Easement Area. The Easement Area, which is located on the T-Hangar Parcels, is legally described on the attached Exhibit D and approximately illustrated on the attached Exhibit E.

3. Purpose of Grant. This purpose of this Agreement is to provide Grantee with the right to use the Easement Area for (i) the movement of large aircraft between the airport taxiway located east of the Easement Area to the property located west of the taxiway and across East Marginal Way South; and (ii) the right to temporarily move and relocate the airplanes located at the airplane tie-downs on the Easement Area to facilitate movement of larger airplanes in connection with the operation of the MOF Core Facility Parcel.

4. Restriction. Grantee shall develop procedures with KCIA approval to ensure that Grantee's use of the Easement Area does not unreasonably interfere with the rights of the tenants of the airplane tie-downs located on the Easement Area. At a minimum, Grantee must provide KCIA with a minimum of fourteen (14) days notice of any temporary movement of the

airplanes located at the airplane tie-downs and secure alternative tie-down or parking space as needed for such displaced airplanes.

5. Management. Grantee may contract with a third party to manage its operations and activities on the Easement Area; provided that, Grantee shall be solely responsible for all actions of such manager.

6. Restoration. Grantees agrees to restore any part of the Easement Area that is materially disturbed during Grantee's use of the Easement Area to at least substantially the quality existing immediately prior to such disturbance.

7. Liens. Grantees shall promptly pay or otherwise satisfy and discharge any mechanic's or material supplier's lien imposed on the Easement Area as the result of Grantee's actions.

8. Indemnity.

8.1 Grantee Indemnity. Grantee, its successors or assigns, will protect, save and hold harmless Grantor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any negligent or wrongful acts or activities of Grantee, its agents or employees arising from Grantee's use of the Easement Area or activities in connection with such use. Grantee further agrees to defend Grantor, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with any negligent or wrongful acts or activities of Grantee, its agents or employees arising from Grantee's use of the Easement Area or activities in connection with such use. The obligations of the preceding two sentences shall not include claims, costs, damages, or expenses to the extent caused by the negligence or misconduct of Grantor, its agents or employees. If such claims, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantor, its agents or employees, and (b) Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence or misconduct of Grantees or its agents or employees.

8.2 Grantor Indemnity. Grantor, its successors or assigns, will protect, save and hold harmless Grantee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any negligent or wrongful acts or activities of Grantor, its agents or employees. Grantor further agrees to defend Grantee, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with any negligent or wrongful acts or activities of Grantor, its agents or employees. The obligations of the preceding two sentences shall not include claims, costs, damages, or expenses to the extent caused by the negligence or misconduct of Grantor, its agents or employees. If such claims, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantee, its agents or employees, and (b) Grantor, its agents or

employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence or misconduct of Grantor or its agents or employees.

9. Notice. Any notice permitted or required to be given by either party to this Agreement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, by reputable overnight delivery service, or by personal delivery, as follows:

County: King County Executive
King County Courthouse
516 Third Avenue, Room 400
Seattle, WA 98104
Attn: Rons Sims
Fax: (206) 296-0194

with a copy to: King County Prosecutor's Office
King County Courthouse
516 Third Avenue, Room W554
Seattle, WA 98104
Attn: Sally Tenney
Fax: (206) 296-9013

KCMOFA: King County Museum of Flight Authority
c/o Museum of Flight Foundation
9404 East Marginal Way South
Seattle, WA 98108
Attn: President, KCMOFA Board
Fax: (206) 764-5707

with a copy to: Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104
Attn: B. Gerald Johnson
Fax: (206) 623-7022

or to such other address or to such other person's attention of which notice was given in accordance with this paragraph. Notice shall be deemed effective upon receipt.

10. Legal Action. In the event of any litigation or other proceedings to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs, expenses and attorneys' fees incurred in such litigation or other proceeding (and any appeal therefrom and collection of any judgment or award rendered therein).

11. Binding on Successors. All terms, conditions, agreements, restrictions, and covenants herein contained shall be appurtenant, shall touch and concern the T-Hangar Parcels, the MOF Core Facility Parcel and the Exchange Property, shall run with the land, and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and transferees, including without limitation all subsequent owners of the T-Hangar Parcels, the MOF Core Facility Parcel and the Exchange Property.

12. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

13. Entire Agreement. This is the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements with respect thereto.

14. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

DATED as of the day and year written above.

KING COUNTY, WASHINGTON, a
Washington municipal corporation

KING COUNTY MUSEUM OF FLIGHT
AUTHORITY, a Washington public
development authority

By _____
Its Executive

By _____
Its _____

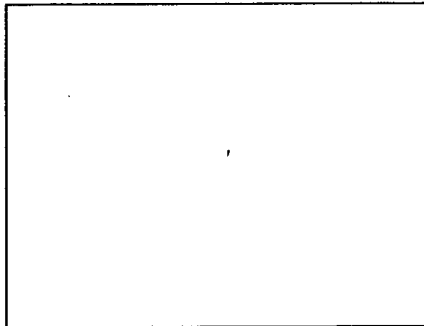
Approved as to Form:

By _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



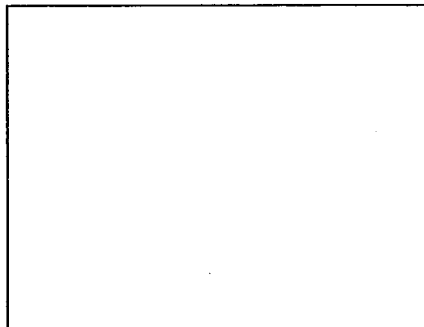
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the _____ of the King County Museum of Flight Authority, a Washington public development authority to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF T-HANGAR A & B PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE CONTINUING NORTH 28°43'34" WEST 262.99 FEET;
THENCE NORTH 88°18'47" WEST 582.44 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH 22°31'55" EAST 248.69 FEET ALONG SAID
NORTHEASTERLY MARGIN TO A POINT WHICH BEARS NORTH
88°18'47" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°18'47" EAST 613.56 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 135,629 SQUARE FEET
(3.11 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT B

LEGAL DESCRIPTION OF MOF CORE FACILITY PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 23°43'34" WEST 658.80 FEET;
THENCE NORTH 88° 18'47" WEST 613.56 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH 22°31'55" EAST 891.19 FEET ALONG SAID
NORTHEASTERLY MARGIN TO SAID SOUTH LINE OF SECTION 33;
THENCE SOUTH 88°04'53" EAST 37.35 FEET ALONG SAID SOUTH LINE
TO THE TRUE POINT OF BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 459,918 SQUARE FEET
(10.56 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT C

LEGAL DESCRIPTION OF EXCHANGE PROPERTY

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET;
THENCE NORTH 88°18'47" WEST 230.78 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 22°33'49" WEST 129.79 FEET;
THENCE NORTH 87°57'22" WEST 324.12 FEET;
THENCE SOUTH 22°33'49" EAST 132.01 FEET TO THE POINT WHICH
BEARS NORTH 88°18'47" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 88°18'47" EAST 323.36 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET
(0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT D

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET;
THENCE NORTH 88°18'47" WEST 230.78 FEET;
THENCE NORTH 22°33'49" WEST 129.79 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 87°57'22" EAST 96.74 FEET;
THENCE NORTH 28°43'34" WEST 87.13 FEET;
THENCE NORTH 87°56'41" WEST 392.09 FEET;
THENCE SOUTH 22°43'59" EAST 82.54 FEET TO A POINT WHICH BEARS
NORTH 87°57'22" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°57'22" EAST 305.33 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 29,742 SQUARE FEET
(0.68 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT E

GENERAL DEPICTION OF THE EASEMENT AREA

E. MARGINAL WAY S.

TIE DOWN AREA EASEMENT

N67°28'05"E 596.64'

N28°43'34"W 658.80'

N 22°33'49" W 129.79'

S87°57'22"E 96.74'

N87°56'41"W 392.09'

TRUE POINT OF BEGINNING

N28°43'34"W 87.13'

N87°56'41"W 118.69'

S22°43'59"E 82.54'

402.07'

S87°57'22"E

N87°56'41"W

N28°43'34"W

N87°56'41"W

N28°43'34"W

N87°56'41"W

N28°43'34"W

N87°56'41"W

N28°43'34"W

N87°56'41"W

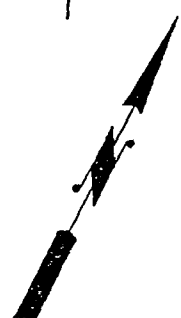
JOB NO 2001047.01
SCALE 1"=200'
DRAWN P.J.L.
CHECKED DCN
DATE 8/10/01

TIE DOWN AREA EASEMENT
TUKWILA WASHINGTON

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST, SEATTLE, WA 98102
(206) 323-4144 FAX (206) 323-7135
1-800-935-0508 E-MAIL: INFO@BRHINC.COM



8-23-01



S. LN. SEC. 33-24-4
N88°04'53"W
1314.13'

4133
3134

EXHIBIT 16

**TRANSIENT AIRCRAFT AND VEHICLE PARKING AREA
EASEMENT AGREEMENT**

WHEN RECORDED, RETURN TO:

Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104-7078
Attn: Shannon J. Skinner

GRANT OF EASEMENT

Grantor: King County, Washington, a Washington municipal corporation
Grantee: King County Museum of Flight Authority, a Washington public
development authority

Legal Description of T-Hangar A & B Parcel:
Abbreviated: Portion of Sec. 33, Twnshp 24N, R4E, W.M.
Additional legal at Exhibit A
Tax Parcel Number:

Legal Description of MOF Core Facility Parcel:
Abbreviated: Sec. 33, Twnshp 24N, R4E, W.M.
Additional legal at Exhibit B
Tax Parcel Number:

Legal Description of Exchange Property:
Abbreviated: Sec. 33, Twnshp 24N, R4E, W.M.
Additional legal at Exhibit C
Tax Parcel Number:

This GRANT OF EASEMENT ("Agreement") is made as of _____, 2001 by and between King County, Washington, a Washington municipal corporation ("Grantor"), and King County Museum of Flight Authority, a Washington public development authority ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor owns that certain parcel of land legally described on the attached Exhibit A ("the T-Hangar A & B Parcel"). The Easement granted herein is appurtenant to (i) that certain parcel of land owned by Grantee that is legally described on the attached Exhibit B ("MOF Core Facility Parcel"); and (ii) that certain parcel of land that Grantee intends to acquire, as legally described on the attached Exhibit C ("Exchange Property").

B. Grantee is planning an expansion of the MOF Facility ("MOF Expansion Project"). As a part of the MOF Expansion Project and the future operation of the MOF Core Facility Parcel, Grantee desires to have access to a portion of the paved parking area located on and over that portion of the T-Hangar A & B Parcel legally described on the attached Exhibit D, approximately illustrated on the attached Exhibit E and further described below ("Easement Area").

C. Grantor desires to grant to Grantees a perpetual, exclusive easement under, on and over the Easement Area on the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are incorporated herein by reference) and the mutual covenants herein contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, Grantor and Grantee agree:

1. Grant to Grantee. Grantor hereby grants, conveys and warrants to Grantee, its successors and assigns, a perpetual, exclusive easement on and over the Easement Area for museum parking, aircraft movement and access.

2. Easement Area. The Easement Area, which is located on the T-Hangar Parcels, is legally described on the attached Exhibit E and approximately illustrated on the attached Exhibit F.

3. Purpose of Grant. The purpose of this Agreement is to provide Grantee with the right to use the Easement Area for (i) parking and movement of aircraft, buses, cars, and other vehicles in connection with the MOF Facility; and (ii) the occasional use of a portion of the Easement Area for the movement of aircraft between the airport taxiway located east of the Easement Area to the property located west of the taxiway and across East Marginal Way South.

4. Management. Grantee may contract with a third party to manage its operations and activities on the Easement Area; provided that, Grantee shall be solely responsible for all actions of such manager.

5. Construction License. Grantor hereby grants Grantee a perpetual, non-exclusive license under, over and across the Easement Area, as reasonably deemed necessary by Grantee for the purposes set forth in Section 3, to (i) restripe and reconfigure the Easement Area to be suitable for museum parking needs; and (ii) restore the Easement Area as set forth below.

6. Restoration. Grantees agrees to restore any part of the Easement Area that is materially disturbed during Grantee's use of the Easement Area to at least substantially the quality existing immediately prior to such disturbance.

7. Liens. Grantees shall promptly pay or otherwise satisfy and discharge any mechanic's or material supplier's lien imposed on the Easement Area as the result of Grantee's actions.

8. Indemnity.

8.1 Grantee Indemnity. Grantee, its successors or assigns, will protect, save and hold harmless Grantor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any negligent or wrongful acts or activities of Grantee, its agents or employees arising from Grantee's use of the Easement Area or activities in connection with such use. Grantee further agrees to defend Grantor, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with any negligent or wrongful acts or activities of Grantee, its agents or employees arising from Grantee's use of the Easement Area or activities in connection with such use. The obligations of the preceding two sentences shall not include claims, costs, damages, or expenses to the extent caused by the negligence or misconduct of Grantor, its agents or employees. If such claims, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantor, its agents or employees, and (b) Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence or misconduct of Grantees or its agents or employees.

8.2 Grantor Indemnity. Grantor, its successors or assigns, will protect, save and hold harmless Grantee, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or in connection with any negligent or wrongful acts or activities of Grantor, its agents or employees. Grantor further agrees to defend Grantee, its agents or employees, in any litigation, including the payment of any costs or attorneys' fees, for any claims or action commenced thereon arising out of or in connection with any negligent or wrongful acts or activities of Grantor, its agents or employees. The obligations of the preceding two sentences shall not include claims, costs, damages, or expenses to the extent caused by the negligence or misconduct of Grantor, its agents or employees. If such claims, costs, damages or expenses are caused by or result from the concurrent negligence of (a) Grantee, its agents or employees, and (b) Grantor, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence or misconduct of Grantor or its agents or employees.

9. Notice. Any notice permitted or required to be given by either party to this Agreement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, by reputable overnight delivery service, or by personal delivery, as follows:

County: King County Executive
King County Courthouse
516 Third Avenue, Room 400
Seattle, WA 98104
Attn: Ron Sims
Fax: (206) 296-0194

with a copy to: King County Prosecutor's Office
King County Courthouse
516 Third Avenue, Room W554
Seattle, WA 98104
Attn: Sally Tenney
Fax: (206) 296-9013

KCMOFA: King County Museum of Flight Authority
c/o Museum of Flight Foundation
9404 East Marginal Way South
Seattle, WA 98108
Attn: President, KCMOFA Board
Fax: (206) 764-5707

with a copy to: Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104
Attn: B. Gerald Johnson
Fax: (206) 623-7022

or to such other address or to such other person's attention of which notice was given in accordance with this paragraph. Notice shall be deemed effective upon receipt.

10. Legal Action. In the event of any litigation or other proceedings to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs, expenses and attorneys' fees incurred in such litigation or other proceeding (and any appeal therefrom and collection of any judgment or award rendered therein).

11. Binding on Successors. All terms, conditions, agreements, restrictions, and covenants herein contained shall be appurtenant, shall touch and concern the T-Hangar A & B

Parcel, the MOF Facility and the Exchange Property, shall run with the land, and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and transferees, including without limitation all subsequent owners of the T-Hangar A & B Parcel, the MOF Core Facility Parcel and the Exchange Property.

12. Governing Law. This Agreement shall be governed by the laws of the State of Washington.

13. Entire Agreement. This is the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements with respect thereto.

14. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.

DATED as of the day and year written above.

KING COUNTY, WASHINGTON, a
Washington municipal corporation

KING COUNTY MUSEUM OF FLIGHT
AUTHORITY, a Washington public
development authority

By _____
Its Executive

By _____
Its _____

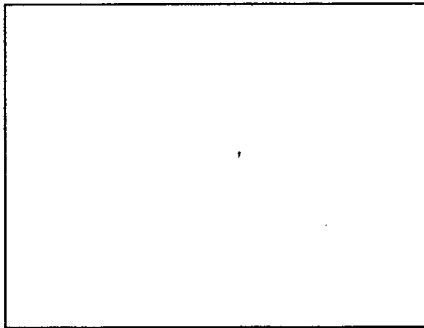
Approved as to Form:

By _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: _____



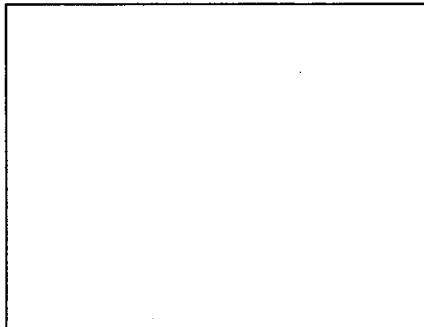
(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the _____ of the King County Museum of Flight Authority, a Washington public development authority to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF T-HANGAR A & B PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET ALONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE CONTINUING NORTH 28°43'34" WEST 262.99 FEET;
THENCE NORTH 88°18'47" WEST 582.44 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH 22°31'55" EAST 248.69 FEET ALONG SAID
NORTHEASTERLY MARGIN TO A POINT WHICH BEARS NORTH
88°18'47" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 88°18'47" EAST 613.56 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 135,629 SQUARE FEET
(3.11 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT B

LEGAL DESCRIPTION OF MOF CORE FACILITY PARCEL

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
THENCE NORTH 88°04'53" WEST 1314.13 FEET , LONG THE SOUTH
LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 23°43'34" WEST 658.80 FEET;
THENCE NORTH 88° 18'47" WEST 613.56 FEET TO SAID
NORTHEASTERLY MARGIN OF EAST MARGINAL WAY SOUTH;
THENCE SOUTH 22°31'55" EAST 891.19 FEET ALONG SAID
NORTHEASTERLY MARGIN TO SAID SOUTH LINE OF SECTION 33;
THENCE SOUTH 88°04'53" EAST 37.35 FEET ALONG SAID SOUTH LINE
TO THE TRUE POINT OF BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 459,918 SQUARE FEET
(10.56 ACRES), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT C

LEGAL DESCRIPTION OF EXCHANGE PROPERTY

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

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LINE THEREOF TO THE NORTHEASTERLY MARGIN OF EAST
MARGINAL WAY SOUTH;
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THENCE NORTH 28°43'34" WEST 658.80 FEET;
THENCE NORTH 88°18'47" WEST 230.78 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 22°33'49" WEST 129.79 FEET;
THENCE NORTH 87°57'22" WEST 324.12 FEET;
THENCE SOUTH 22°33'49" EAST 132.01 FEET TO THE POINT WHICH
BEARS NORTH 88°18'47" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 88°18'47" EAST 323.36 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 38,591 SQUARE FEET
(0.89 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT D

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 33,
TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY,
WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION,
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MARGINAL WAY SOUTH;
THENCE NORTH 67°28'05" EAST 596.64 FEET;
THENCE NORTH 28°43'34" WEST 658.80 FEET TO THE TRUE POINT OF
BEGINNING;
THENCE NORTH 88°18'47" WEST 230.78 FEET;
THENCE NORTH 22°33'49" WEST 129.79 FEET;
THENCE SOUTH 87°57'22" EAST 96.74 FEET;
THENCE NORTH 28°43'34" WEST 87.13 FEET;
THENCE SOUTH 87°56'41" EAST 118.69 FEET TO A POINT WHICH
BEARS NORTH 28°43'34" WEST FROM THE TRUE POINT OF
BEGINNING;
THENCE SOUTH 28°43'34" EAST 222.77 FEET TO THE TRUE POINT OF
BEGINNING.

THE PARCEL DESCRIBED ABOVE CONTAINS 35,102 SQUARE FEET
(0.81 ACRE), MORE OR LESS.

SITUATE IN THE CITY OF TUKWILA, KING COUNTY, WASHINGTON.

EXHIBIT E
GENERAL DEPICTION OF THE EASEMENT AREA

E. MARGINAL WAY S.

4

N67°28'05"E 596.64'

N 22°33'49" W
129.79'

TRANSIENT
AIRCRAFT AND
VEHICLE PARKING
EASEMENT

TRUE POINT
OF BEGINNING

N28°43'34"W 658.80'

S87°57'22"E
96.74'

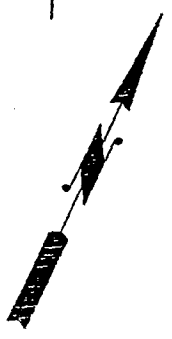
N28°43'34"W
87.13'

S87°58'41"E
118.89'

N88°18'47"W
230.78'

222.77'

S28°43'34"E 47'



S. LN. SEC. 33-24-4
N86°04'53"W
1314.13'

4133
3134

JOB NO 2001047.01
SCALE 1"=200'
DRAWN PJL
CHECKED DCN
DATE 8/10/01

TRANSIENT AIRCRAFT AND
VEHICLE PARKING EASEMENT
TUKWILA
WASHINGTON

BUSH, ROED & HITCHINGS, INC.
CIVIL ENGINEERS & LAND SURVEYORS
2009 MINOR AVE. EAST, SEATTLE, WA 98102
(206) 323-4144 FAX (206) 323-7135
E-MAIL: INFO@BRHINC.COM
1-800-935-0508



8-23-01

EXHIBIT 17

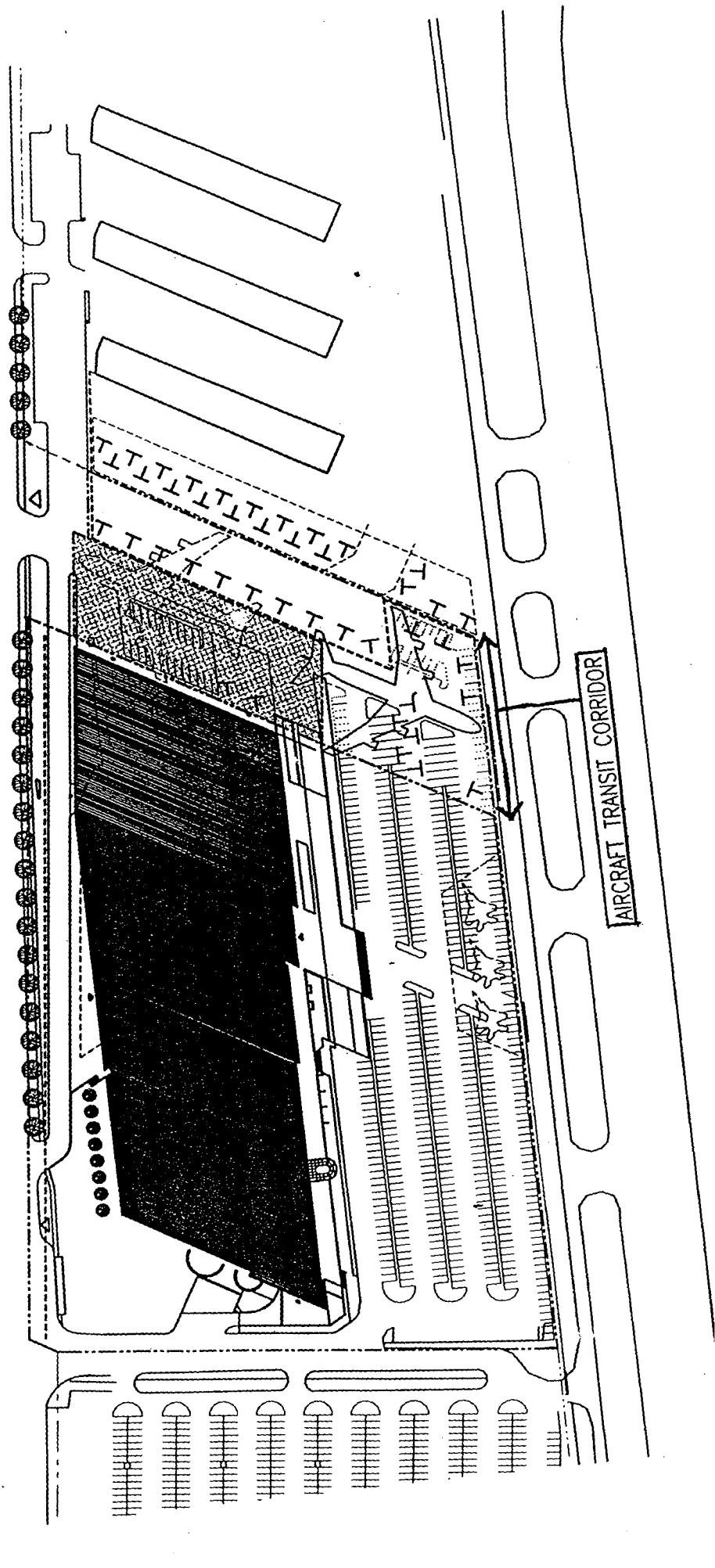
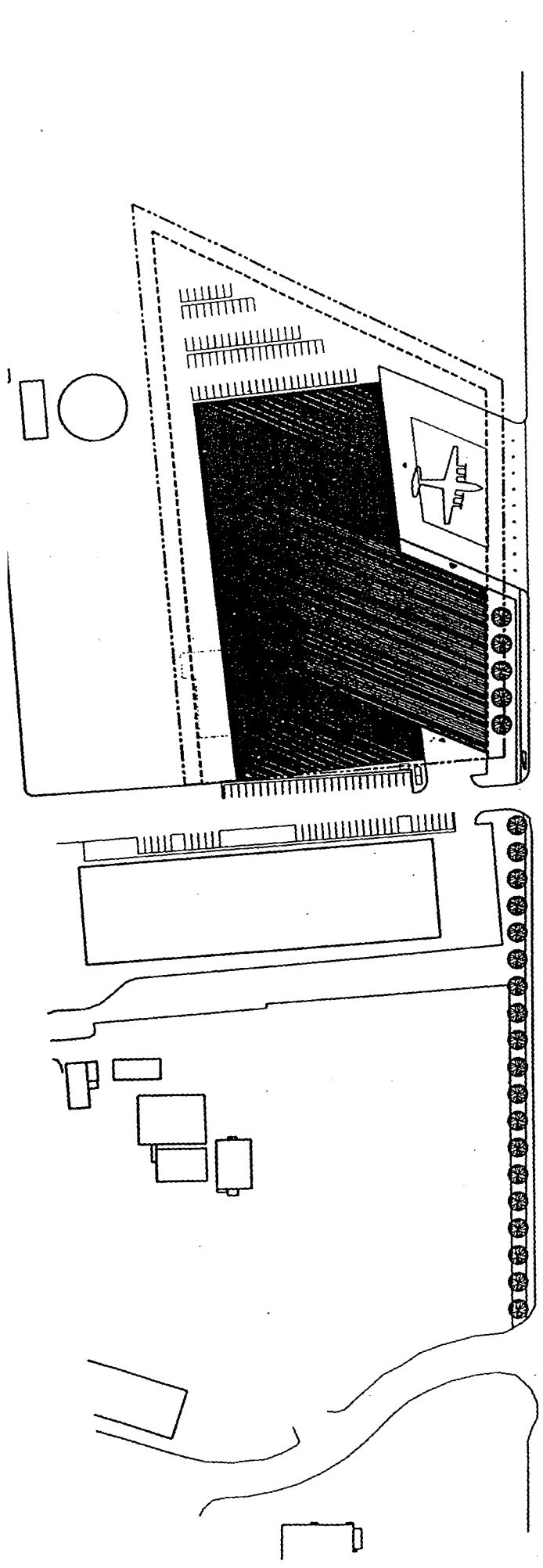
BOEING ENVIRONMENTAL DATA REGARDING BUILDING 14-06 PROPERTY

Document List:

- Vista Information Solutions. Site Assessment Plus Report for South Park (Reports ID 723101901). August 5, 1999. The report identifies properties listed in federal and state hazardous materials databases.
- Memo from R. Beckerman to Landau Associates dated December 23, 1999. Request for Proposal – To provide a “Phase I” Study for a Transfer of Real Estate.
- Memo and Environmental Assessment Summary Report from S. Tochko to C. Brandt dated January 20, 2000. Terminal 128 property and Building 14-06: 9725 and 8620 East Marginal Way S., Seattle, WA 98108. The assessment summarizes all past environmental investigations for the subject properties.
- Landau Associates. 2000. *Work Plan – Soil and Groundwater Investigation, 14-06 Building, Tukwila, Washington*. August 10, 2000.
- Analytical Resources Incorporated to Joan McGilton dated August 29, 2000 transmitting analysis for four (4) water samples collected Building 14-06 property, Phase II subsurface investigation.
- Analytical Resources Incorporated to Joan McGilton dated August 30, 2000 transmitting analysis for nineteen (19) soil samples collected Building 14-06 property, Phase II subsurface investigation.
- Memo from S. Tochko to T. Walther dated September 29, 2000. Terminal 128 property and Building 14-06; 9725 and 8620 East Marginal Way S., Seattle, Washington 98109. This memo summarizes environmental results of the environmental Phase I assessment conducted by the Museum of Flight and the Phase II subsurface investigation conducted by Boeing at Building 14-06. Included in this assessment:
 - (1) GeoEngineers. 2000. *Reports – Phase I Environmental Assessment 8620 East Marginal Way S., Seattle, WA 98109*. May 25. This document reports the Phase I activities for Building 14-06.
 - (2) Landau Associates. 2000. *Report – Soil and Groundwater Investigation, 14-06 Building, Tukwila, WA*. September 25.
- Analytical Resources Incorporated to Joan McGilton dated September 26, 2000 transmitting analysis for three (3) soil samples collected Building 14-06 property, Phase II subsurface investigation.

EXHIBIT 18

DEPICTION OF AIRCRAFT TRANSIT CORRIDOR



APPENDIX A

MOF EXPANSION PROJECT DESCRIPTION AND DEPICTIONS

APPENDIX A

Museum of Flight Expansion Description

The Museum of Flight Expansion is a large scale increase to the existing facility as well as a large scale growth on the west side of East Marginal Way South. The two major building elements will be connected by a pedestrian skybridge and sweeping roof over the street to form an integrated campus. The campus will become an icon facility easily recognizable from Interstate 5 as well as from the air. The structures on each side of the street will have three levels.

EAST SIDE:

Plaza Level:

The Plaza Level will be slightly lower than the existing street grade. It will feature a new entrance dedicated to the participants in the vast array of educational programs offered by the Museum. This level will include a new, exciting Educational Gallery dedicated to those programs. The Catering Kitchen will be expanded to accommodate a significant growth in the number of visitors. A large area dedicated to the preservation of the archives, library materials, and collections will also be on this level. Some areas of this space will be temperature and humidity controlled to insure preservation. This space will be accessible to researchers and scholars.

First Floor:

The first floor will feature a new sweeping lobby, increased retail space for the gift shop, enlarged food service café, and the World War II collection and exhibits displayed in the new Military Gallery. Additionally, the Red Barn will be enclosed in a new Pavilion Structure, thus preserving this very important artifact. A B-17 and other exhibits will tell the "Boeing Story".

Second Floor:

The second floor will house the World War I collection in a highly interactive/interpretive series of exhibits.

WEST SIDE

First Floor:

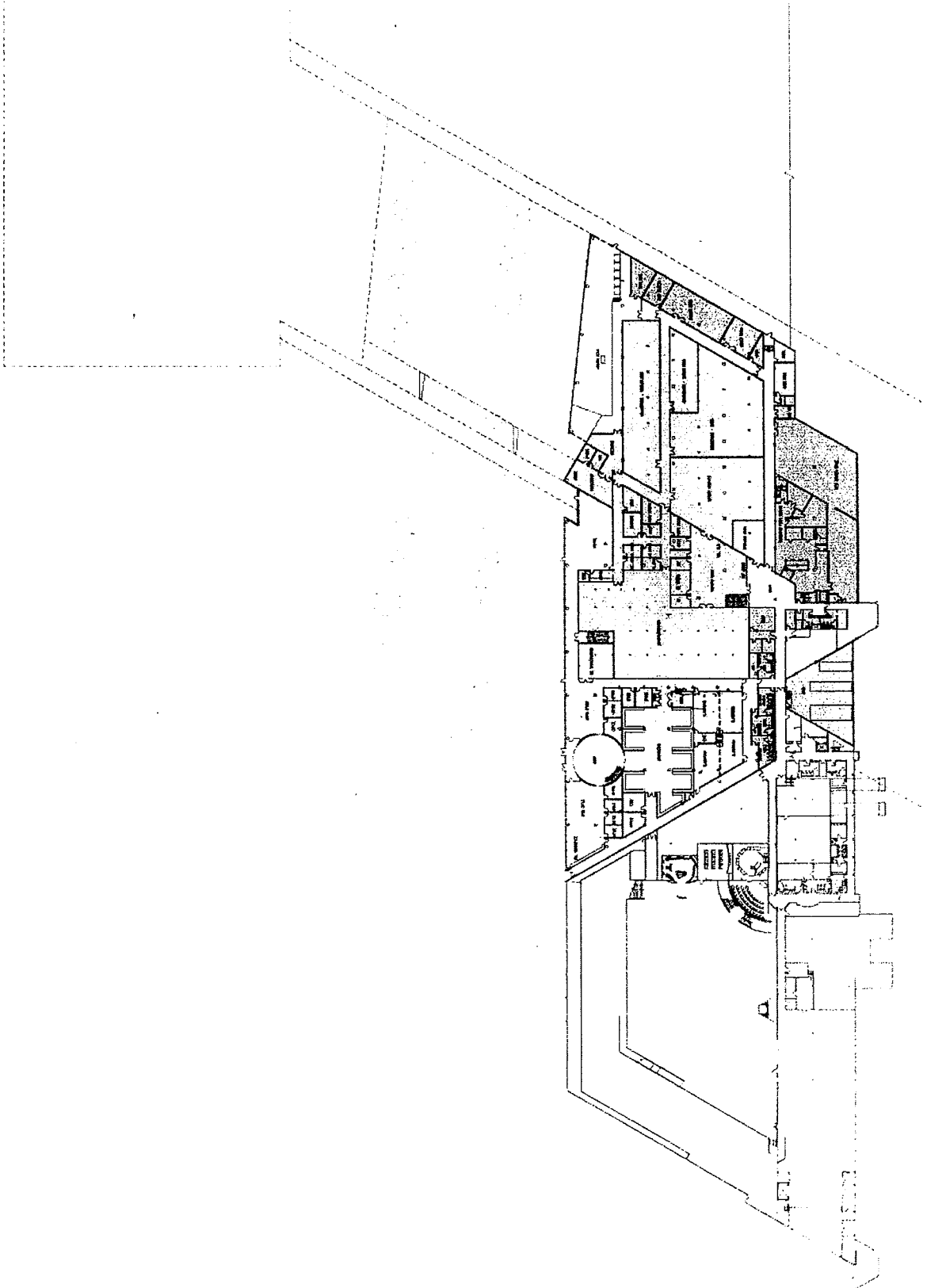
First floor of this major new gallery will be nearly equivalent to two football fields and will house the foremost collection of significant commercial aircraft in the world. Featured here will be the very first Boeing 727, 737, and 747s ever produced. Several other significant commercial aircraft will also be displayed.

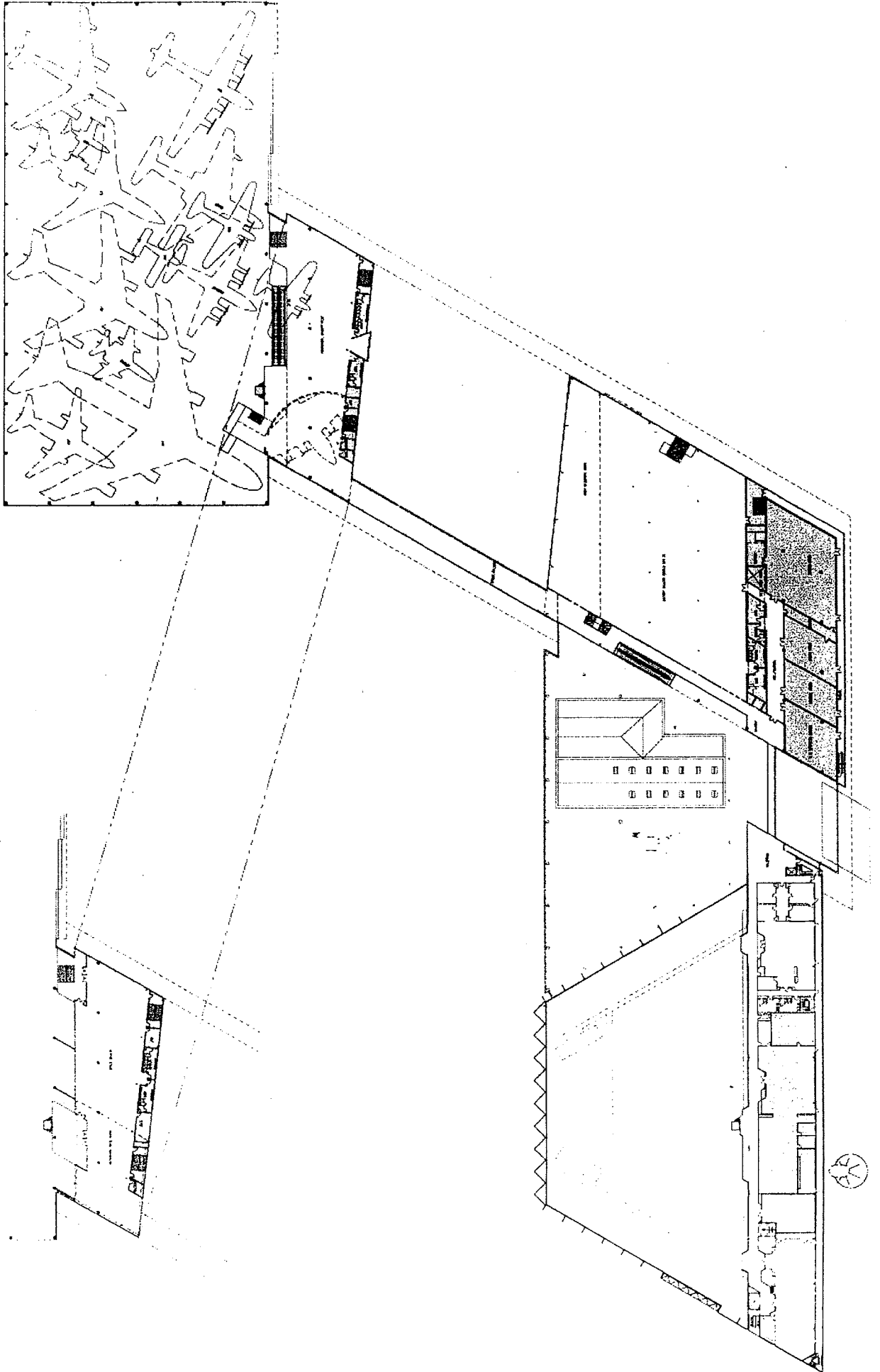
Second Floor:

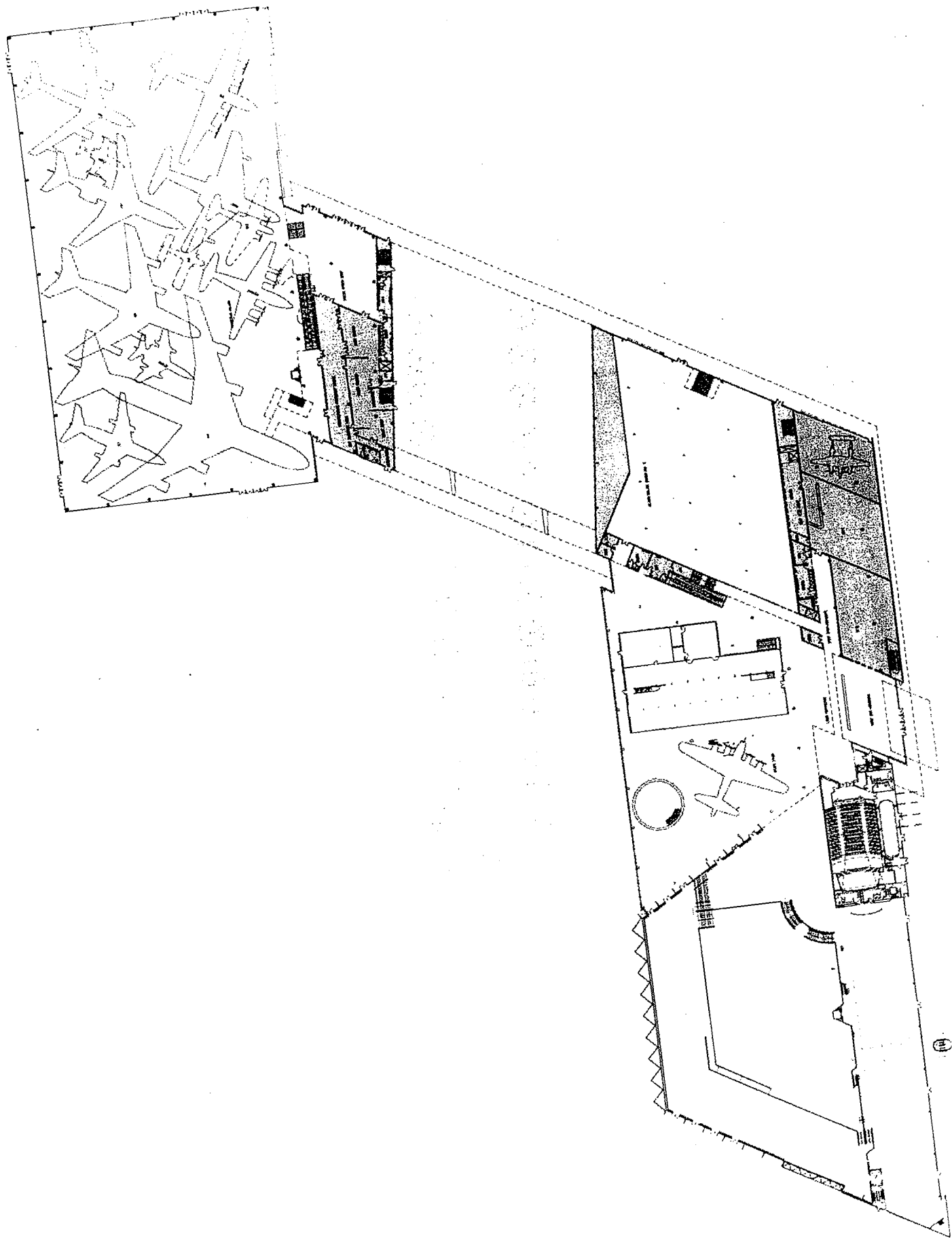
This level will serve as the skybridge entrance to the Commercial Gallery with a prominent mezzanine providing an overlook to the large commercial aircraft. This space will be suitable for hosting large special events as well.

Third Floor:

This level will house the new Space Gallery with such exciting exhibits as Lab/Hab mock-up of the International Space Station, Lunar Excursion Module and an example of the first Sputnik space craft.







APPENDIX B

PUBLIC BENEFIT COMMITMENTS

The Property Transfer Agreement (the “Agreement”) entered into by and between King County (the “County”); King County Museum of Flight Authority (“KCMOFA”); Museum of Flight Foundation (“MOFF”); and The Boeing Company (“Boeing”) provides, in relevant part, for certain Public Benefit Commitments to be delivered by KCMOFA and MOFF. The Parties to the Agreement acknowledge that KCMOFA and MOFF currently provide significant public benefits through the Museum of Flight (“MOF”) resources and educational programs. Pursuant to the terms of the Agreement, KCMOFA and MOFF agree to work with the King County Executive’s office to provide the following additional public benefits:

A. Education will continue to be one of the MOF’s primary public purposes and will be accomplished through exhibitions and programs that focus on the MOF’s substantial aviation and space collection and other exhibits to which it has access.

B. The MOF will closely cooperate with the public and private schools in King County to provide student workshops and special tours. The MOF will encourage extensive visitor participation in interpretive and educational programs through lectures, films, tours and similar activities.

C. The MOF will annually allocate 300 free passes to be used by disadvantaged youth and other low-income individuals in King County. The passes will be distributed through King County based nonprofit organizations.

D. The MOF will collaborate with educational institutions such as local community colleges to coordinate vocational education programs related to the aviation industry.

E. The MOF will work to develop hands-on educational opportunities for school-age children and disadvantaged youth and seek additional cross-programming opportunities with other County programs, such as the literacy program.

**Construction Management Agreement
Between Museum of Flight Foundation and King County**

This Construction Management Agreement ("Agreement") is made and entered into by KING COUNTY, WASHINGTON, a home rule Charter County, ("County") and the MUSEUM OF FLIGHT FOUNDATION, a Washington nonprofit corporation ("MOFF"), referred to as the "Parties" or "Party".

Recitals

1. The Parties, along with The Boeing Company and King County Museum of Flight Authority, are entering into a separate Property Transfer Agreement dated _____ ("Property Transfer Agreement") to benefit, among others, MOFF and the County-owned airport, known as King County International Airport ("KCIA").
2. Pursuant to the Property Transfer Agreement, certain property will be exchanged and easements will be provided to meet MOFF needs for expansion of a facility commonly known as the Museum of Flight ("MOF") and KCIA and MOFF needs for aircraft access corridors, tie down spaces and hangar space.
3. The County and the MOFF seek to cooperatively participate in the construction of (i) a new T-hangar 1, (ii) a relocated T-hangar 2, (iii) a new box hangar 3 and 3a, (iv) a new box hangar identified as T-Hangar 4, (v) tie downs, and (vi) associated utility connections, grading, paving and landscaping, all on the Lot 14 Property, all owned by the County, and as depicted on Attachment A to this Agreement. Such facilities and construction are referred to herein as the "County Hangar Facilities."
4. The Parties agree that KCIA, the general aviation community and the public will benefit from combining the County's effort to construct the County's portion of the County Hangar Facilities with MOFF's implementation of that portion of the MOF Expansion Project related to the Property Transfer Agreement into a mutually cooperative effort as set forth in this Agreement.
5. The County and its consultants will design and provide all necessary construction documents and MOFF will contract with contractor(s) and

supplier(s) of MOFF choosing and other consultants as may be required to erect the County Hangar Facilities on Lot 14 Property for the County's benefit as set forth below. The Lot 14 Property and County Hangar Facilities are depicted on Attachment A herein.

6. The Parties will make all reasonable efforts to improve efficiency of time and cost of the design, construction and payment process for constructing the County Hangar Facilities to keep construction on schedule and within budget.
7. This Agreement will provide the terms and conditions for the design and construction and payment processes and for the Parties' collaboration to agree upon and achieve a schedule and budget. This Agreement establishes the scope of and procedures for the development and construction of the County Hangar Facilities.

NOW THEREFORE, recognizing the Parties will agree to construction scope, budget, and schedule and design specifications in the next six months, subject to other terms and conditions of this Agreement, the Parties enter into this Agreement as follows:

1.0 Recitals and Definitions

1.1 The above Recitals are incorporated by reference into this Agreement as material terms and conditions.

2.1 Unless specifically excluded in this Agreement, the definitions contained within the Property Transfer Agreement are incorporated by reference into this Agreement as if fully set forth herein, and a copy of which is attached hereto as Attachment B.

2.0 Duration

2.1 The term of this Agreement will begin as of the date all Parties have signed this Agreement and will continue until construction of the County Hangar Facilities is completed and accepted by all Parties. Records inspection rights related to construction of the County Hangar Facilities will be ongoing after the

duration of this Agreement, subject to the limitations set forth in this Agreement or as provided by law.

3.0 Site Assessment, Design, and Construction

3.1 Site Assessment

A. MOFF will conduct geotechnical and construction-related land surveys of Lot 14 Property and the Building 14-06 Property at its cost. Upon completion, MOFF will make the surveys available for County review. County review and notice of any exceptions or disputes by the County must be made within twenty-one (21) days from the day such survey is made available for County review. Absent exceptions or disputes, the County will be deemed to have accepted the surveys.

3.2 Design

A. The County and its consultants and architects will complete the designs and construction documents necessary for construction of the County Hangar Facilities as depicted on Attachment A.

B. The County will design and provide necessary construction documents so that the County Hangar Facilities will meet or exceed applicable environmental, health, safety, building code and construction requirements of Tukwila, King County, state and federal governments, including aeronautical regulations established by the Federal Aviation Administration.

C. Working cooperatively with MOFF, the County will provide all formal documentation necessary for permitting the construction and operation of the County Hangar Facilities including, but not limited to, building, electrical and mechanical permits, National Pollutant Discharge Elimination System permits, and the State Environmental Policy Act checklist.

D. The County will provide complete, accurate and sufficient construction documents so as to permit the construction of the County Hangar Facilities by the MOFF contractor(s). The MOFF will assure that the contract(s)

with its contractor(s) will state that the contractor(s) will notify the County and MOFF representatives in writing and in a timely manner of any known or suspected deficiencies in the design and/or construction documents to allow the MOFF contractor(s), MOFF and the County to reach a mutually-beneficial resolution with respect to such deficiencies.

3.3 Permitting

- A. Consistent with the Section 12 of the Property Transfer Agreement, the County will enter into an interlocal agreement with the City of Tukwila (“Tukwila”) to conduct and complete the permitting process.
- B. Except as stated in the paragraph immediately below, the County agrees to prepare all necessary design and construction documents for the County Hangar Facilities. MOFF and the County will cooperatively prepare the permit application and submit all necessary supporting documentation to Tukwila. The parties intend for all permits supporting construction of the County Hangar Facilities to be issued in the name of the County.
- C. Notwithstanding the preceding paragraph, the County agrees to prepare all documentation necessary to assure compliance with the State Environmental Policy Act (“SEPA”). MOFF agrees to be responsible for all necessary changes or additions to achieving SEPA permitting compliance as a result of Tukwila being the lead permitting authority.
- D. In the event of any third party legal challenge to the adequacy of Tukwila’s SEPA review and determination, MOFF will be responsible for defense of such challenges. In the event of any legal challenge to any other aspect of permitting the County Hangar Facilities, MOFF will be responsible for defense of such challenges, except to the extent such challenges are based upon errors, omissions or negligence of the County or the substantive adequacy of County prepared documents, for which

the County shall be responsible. Regardless of the nature of any third party challenge, the Parties agree to cooperate in achieving the common goal of lawfully constructing the County Hangar Facilities by providing all documents and witnesses necessary to defend against such challenges.

E. FAA Approval for Demolition and Construction

(i) The County will submit a completed Form 7460 to the FAA for approval of the proposed hangar heights and construction process on the Lot 14 Property.

(ii) MOFF and the County will jointly file all necessary applications and requisite permits for the demolition of Hangar A and relocation of Hangar B.

(iii) MOFF will request a permit for the demolition of the building located on the Building 14-06 Property as defined in the Property Transfer Agreement.

3.4. Construction.

MOFF or its contractor(s) will, consistent with Exhibit 4 of the Property Transfer Agreement, construct the County Hangar Facility and all related Lot 14 Property development as contemplated on Attachment A.

3.5 Cooperation.

Upon the effective date of this Agreement, MOFF and the County will each identify a project representative. The project representatives will meet at least on a weekly basis and shall be duly authorized to discuss and cooperatively decide upon the details of the issues including, without limitation, budget, schedule, design development, construction progress and other issues material to construction of the County Hangar Facilities and the intent of this Agreement and the Property Transfer Agreement. In the event an agreement can not be reached by the project representatives on any particular issue, either party may invoke the dispute resolution provisions set forth herein.

4.0 County Participation

4.1 The County will work cooperatively with MOFF to accomplish the goals and objectives of this Agreement. The County is responsible for the design and construction documents for construction of the County Hangar Facilities at the Lot 14 Property, and will review and approve all other designs directly impacting the County prepared by MOFF in accordance with the established schedule and budget. The County must review and approve or reject such other designs within fourteen (14) days of receipt or such designs shall be deemed approved by the County.

4.2 The County will reimburse MOFF for actual costs associated with construction of the new T-hangar 1, new T-hangar 4 of the County Hangar Facilities, the single box added onto Hangar 3, and associated grading, paving, and landscaping. The County will reimburse MOFF for its respective percentage of such grading, paving, landscaping, and other work and materials directly benefiting the County of the total square feet associated with the Lot 14 Property as approximated on Attachment A. A more detailed description of the final scope of work, associated budget and percentage of costs to be reimbursed to MOFF by the County will be added to this Agreement and incorporated into an amendment when the Parties have finalized such details.

4.3 The County will reimburse MOFF for its share of the actual costs associated with bringing electrical power, natural gas, water, and sewer to the new T-hangar 1, new T-hangar 4 at the County Hangar Facilities, the single box added onto Hangar 3, and other work and materials exclusively benefiting the County.

4.4 The County will reimburse MOFF for its share of project management fees, insurance, contractor general conditions (as provided for in AIA Document A121/CMc and AGC Document 565, 1991 Edition: Standard Form of Agreement Between Owner and Construction Manager, as amended, and AIA Document A201-1987: General Conditions of the Contract for Construction, as amended), contingencies, utility connection fees, permits and other related overhead costs. These costs shall be allocated between the Parties based upon each Party's relative percentage of the total project costs for development of the Lot 14 Property as depicted on Attachment A and described in the final budget.

5.0 Budget and Schedule

5.1 The County and MOFF will use best efforts and good faith to agree upon a budget and schedule, which budget and schedule shall be binding on the Parties and shall be incorporated into this Agreement by amendment. The budget and schedule shall identify and allocate County and MOFF responsibility for construction activities.

5.2 If the Parties are unable to agree upon a budget and schedule, then as set forth herein, the disputes shall be submitted to non-binding mediation by a neutral third party, whose recommendations will be given good faith consideration by the Parties. If mediation fails to achieve an agreed budget and schedule then the Parties may terminate this Agreement as set forth herein.

6.0 Records

6.1 The Parties shall agree to retain all records of their participation in this project and shall make the records, excluding privilege and/or confidential records, available to each other during the term of this Agreement and for three years following expiration or termination of this Agreement.

7.0 Payment to MOFF

7.1 The County will reimburse MOFF for payments made on its behalf to MOFF's contractor(s) or suppliers. MOFF or its agent will present a monthly or special invoice to the County, identifying the County's share of the cost associated with the County Hangar Facilities on the Lot 14 Property. The County will make best efforts to reimburse the MOFF within fourteen (14) days of receipt of the invoice. Penalties or other additional costs incurred as a result of a delay in payment by either party will be the responsibility of the party causing such delay.

8.0 Legal Relations

8.1 MOFF and the County will comply with all applicable state, federal and local laws and regulations, including but not limited to applicable laws and regulations prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation and veteran status.

8.2 This Agreement is solely for the benefit of the Parties hereto and gives no right to any other Party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other Party.

9.0 Indemnification and Hold Harmless

9.1 Each Party shall defend, indemnify and hold harmless the other Party and all of its officials, employees, principals and agents from and to the extent of all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any errors, omissions or negligent acts of the indemnifying Party, its contractor, and/or employees, agents, and representatives in performing the its obligations under this Agreement. The Parties agree that their obligations under this paragraph extend to claims made against one Party by the other Party's own employees. For this purpose, the Parties, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event either Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

10.0 Insurance and Warrantee

10.1 MOFF will file evidence of insurance certifying to the coverage of all customary and usual insurance, including builder's risk, required for the construction of the County Hangar Facilities. Any insurance coverage or bonds required by the County not normally carried by MOFF shall be an expense to be reimbursed by the County to MOFF. The County shall require its consultants, architects, engineers and designers to provide all customary and usual insurance for such professional services, including, without limitation, professional liability coverage; provided that MOFF shall be named as additional insured on all insurance coverage exclusive of professional liability insurance. The County will be included as an additional insured on all applicable insurance coverage. MOFF and the County will each provide the other with copies of applicable endorsements.

10.2 The Parties agree that MOFF's contractor(s) and supplier(s) will provide that all applicable warranties will flow directly from such contractor(s) and supplier(s) to the County for its benefit. All warranties will begin upon issuance of the Temporary Certificate of Occupancy of the County Hangar Facilities and survive this Agreement by their own terms.

11.0 Notice Provisions

Any notice under this Agreement must be in writing and be delivered personally, verified facsimile, recognized overnight courier service or United States mail. All notices must be addressed to the parties at the following address or at such other addresses as the parties may from time to time direct in writing:

County: King County International Airport
Cynthia Stewart, Manager
7233 Perimeter Road
Seattle, WA 98108
Fax: (206) 296-0190

With a copy to: King County Prosecutor's Office
King County Courthouse
516 Third Avenue, Room W554
Seattle, WA 98104
Attn: Sally Tenney
Fax: (206) 296-9013

MOFF: Museum of Flight Foundation
Ralph Bufano, CEO
9404 East Marginal Way South
Seattle, WA 98108
Fax: (206) 764-5707

With a copy to: Preston Gates & Ellis LLP
701 Fifth Avenue, Suite 5000
Seattle, WA 98104
Attn: B. Gerald Johnson
Fax: (206) 623-7022

Any notice will be deemed to have been given, if personally delivered, when delivered; if sent by facsimile, when confirmation of a successful and complete transmission is received; if sent by overnight courier service, one (1) business day after deposit with the courier service; and if mailed, upon receipt.

12.0 Governing Laws

12.1 This Agreement memorializes the Parties' good faith efforts to identify their responsibilities and financial agreements and shall be enforceable under all applicable laws of the State of Washington and the United States of America and venue shall be in King County.

13.0 Entirety and Modifications

13.1 This Agreement is designed to memorialize representations and discussions between the Parties relating to the subject matter hereof and will be amended as plans, and the scope, schedule, and budget are completed or as governed by other terms and conditions of this Agreement.

13.2 This Agreement may be amended by written instrument signed by both the Parties.

14.0 Termination

14.1 Any Party may terminate this Agreement for its convenience and without cause upon fourteen (14) days written notice to the other Party. Such termination shall be deemed effective as of midnight on the fourteenth (14th) day. In the event of such termination, each Party shall be solely responsible for its costs, damages and expenses incurred after the effective date of termination. Costs, damages and expenses incurred prior to the effective date of termination shall be allocated pursuant to the terms of this Agreement.

14.2 In the event that the Parties fail to achieve a mutually agreed budget and schedule within ninety (90) days from the effective date of this Agreement, this Agreement shall be terminable at the election of either Party upon fourteen (14) days written notice to the other Party, effective as of midnight on the fourteenth (14th) day, with the compensation provisions herein being applicable.

14.3 In the event of material breach by a Party, the non-breaching Party may terminate the agreement only after providing a notice of request to cure the breach to the breaching Party, which breach shall be cured no later than fourteen (14) days after such notice. If the breach is not cured or not waived, then the non-breaching Party shall follow the dispute resolution process as described herein.

15.0 Dispute Resolution

15.1 In the event of a dispute arising between the Parties, including without limitation breach of contract, the Parties agree to the following dispute resolution process, which process shall be conducted in the utmost good faith by the Parties:

A. The dispute shall be submitted in writing with supporting documentation within twenty-four (24) hours to the pre-designated representatives of each Party. Such representatives shall meet not later than twenty-four (24) hours after the receipt of such dispute and shall either achieve a mutually accepted resolution or impasse within twenty-four (24) hours thereafter.

B. If an impasse is reached under subsection A., above, then the dispute shall be referred to the Parties' respective chief executive officers or substantial equivalent, who shall meet and resolve the dispute or reach impasse on the same schedule as set forth in A., above.

C. If an impasse is reached under subsection B., above, then the dispute shall be referred to a third party neutral mediator for a recommendation which decision shall be rendered within one (1) week of referral. The Parties reserve their respective rights to all other remedies, legal and equitable.

D. In the event that a dispute arises with any MOFF contractor or supplier, the Parties to this Agreement agree to join in any dispute resolution process, as defined by the contract between MOFF and its contractor(s) or supplier(s), including without limitation mediation or court proceedings for purposes of achieving a full and complete hearing and resolution of all disputes between and among the Parties and the MOFF contractor(s) or supplier(s). The construction contract(s) with MOFF's contractor(s) and supplier(s) shall, whenever possible, provide for such joinder and agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

KING COUNTY

MOFF

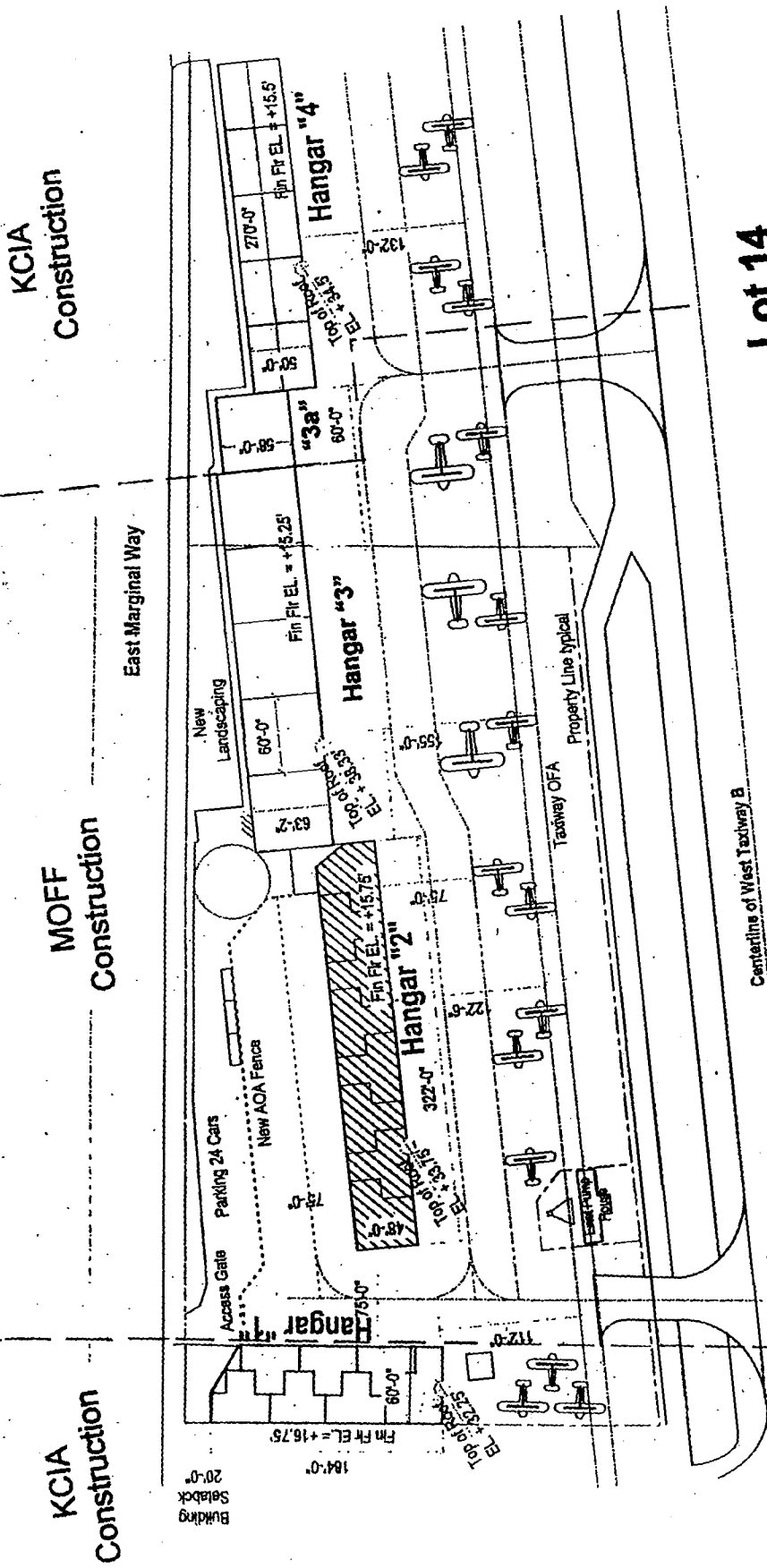
By: _____

By: _____

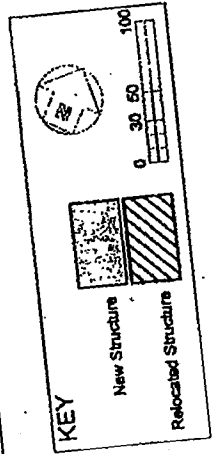
Date: _____

Date: _____

Attachment "A"



Lot 14
Site Plan



Hangar No.	Description
No. 1	7 position T - Hangar (New Replacement WSDOT)
No. 2	8 position T - Hangar (Relocated "B")
No. 3	5 position Executive "Box" Hangar (New Replacement "A")
No. 3a	1 position Executive "Box" Hangar (New KCIA)
No. 4	5 position Executive "Box" Hangar (New KCIA)

ATTACHMENT B

Definitions from Property Transfer Agreement for use as Attachment B to Construction Management Agreement, as applicable.

All references to “this Agreement” and “Exhibit” in Attachment B refer to the Property Transfer Agreement and its references.

“**120 Day Contingency Period**” means the period expiring 120 days from the date of this Agreement.

“**14-06 Contingency Period**” means the period expiring 30 days from the date of this Agreement.

“**1988 Loan**” means the \$2 million loan from King County to KCMOFA for the construction of the restaurant that is part of the MOF Core Facility, the balance of which is being repaid in installments by KCMOFA using restaurant revenues.

“**Agreement**” means this Property Transfer Agreement and all exhibits and attachments hereto, as from time to time amended in accordance with the terms hereof.

“**Aircraft Transit Corridor**” means the approximately 200 foot wide strip comprised of the Tie-Down Area, the Transient Aircraft and Vehicle Parking Area, the Exchange Property, and a portion of the Shared Parking Area, all as depicted on Exhibit 18.

“**Boeing Temporary License**” means the temporary license on the Building 14-06 Property granted by Boeing to MOFF for purposes, related to engineering efforts to support future demolition of Building 14-06, of access, building inspection, site surveys, geotechnical surveys (exclusive of soil extraction), design engineering, and site preparation and permitting activities related to future demolition of the existing building on the Building 14-06 Property and

the Relocation of T-Hangars and Tie-downs from the T-Hangar A & B Parcel to the Building 14-06 Property.

“Building 14-06 Property” means the property currently owned by Boeing and described in Exhibit 1.

“Council” means the Metropolitan King County Council.

“County Construction License” means the temporary construction license provided by the County to MOFF for purposes of access, building inspection, asbestos/lead remediation, site surveys, geotechnical surveys, design engineering, site preparation and permitting activities, relocation of T-Hangars A & B and the airplane tie-downs from the T-Hangar A & B Parcel and the Relocation of T-Hangars and Tie-downs to the Lot 14 Property.

“DOE” means the Washington Department of Ecology.

“Environmental Expenses” means all liability, claims, damages, costs and expenses incurred because of the Release of any Hazardous Materials into the environment, including, without limitation, costs of Remediation, penalties and fines, legal fees and expenses, consultant and expert witness fees and expenses, court costs, costs of environmental investigations, studies, testing and related analyses, natural resource damages, liabilities to third parties, and expenses associated with any dispute, including enforcement of rights of contribution or indemnification; provided however that such costs and expenses shall not be Environmental Expenses unless they are required by, or necessary to comply with, an Environmental Law.

“Environmental Laws” means any applicable federal, state and local laws (whether under common law, statute, ordinance, rule, regulation, code or otherwise), permits, orders, decrees, and other requirements of governmental authorities relating to the protection of human

health or the environment, whether existing as of the date hereof, previously enforced, or subsequently enacted.

“Exchange Property” means that portion of the T-Hangar A & B Parcel described and depicted in Exhibit 8 to be conveyed in fee from the County to KCMOFA.

“FAA” means the Federal Aviation Administration.

“FAA Approval” means necessary final approvals from the Federal Aviation Administration for the transactions described in this Agreement to the extent required to convey the real property, including easement interests, provided for herein.

“FIRPTA Certificate” means a Transferor’s Certification of Non-Foreign Status duly executed by the conveyor of title to property hereunder.

“Force Majeure Event” means a delay that is the result of any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, war, riot, civil commotion, general unavailability of certain materials, strike, lockout labor dispute or other occurrence beyond the control of any party.

“Hazardous Materials” means any element, compound, chemical, chemical mixture, or other substance that is identified as, or determined to be, a hazardous, toxic or dangerous substance, pollutant, contaminant, waste or material under, or is otherwise regulated under, any Environmental Law or other law relating to chemical management, environmental contamination, environmental cleanup or nuisances, including, without limitation, petroleum and petroleum products, asbestos, radon and other radioactive materials, and lead-based paint.

“Lot 13 Property” means the land owned by the County and described and depicted as Lot 13 in Exhibit 2.

“Lot 14 Property” means the land owned by the County and described and depicted as Lot 14 in Exhibit 2.

“MOF Core Facility” means the existing KCMOFA land and MOF structures located at 9409 East Marginal Way South in Seattle and described and depicted in Exhibit 3.

“MOF Expansion Project” means the proposed addition to the existing MOF Core Facility, as described and depicted in Appendix A.

“MOF Lease” means the lease dated April 30, 1986, a memorandum of which was recorded in King County under AFN 8605270681, and a First Amendment to Lease, dated February 23, 1988, recorded under AFN 8808150442, all between KCMOFA as landlord and MOFF as tenant.

“Museum Purposes” means any use consistent with the air and space museum purposes as defined in King County Ordinance 7444 (the charter ordinance for KCMOFA).

“Parties” means collectively (i) the County; (ii) KCMOFA; (iii) MOFF and (iv) Boeing.

“Public Benefit Commitments” means the commitments of KCMOFA and MOFF as set forth in Appendix B to this Agreement.

“Release” means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping of a Hazardous Material or solid waste, as that term is defined in the Solid Waste Disposal Act.

“Relocation of T-Hangars and Tie-Downs” means the demolition of T-Hangar A, the relocation of T-Hangar B from the T-Hangar A & B Parcel to the Lot 14 Property and/or the Building 14-06 Property and the construction of a new T-Hangar A at the Lot 14 Property and/or the Building 14-06 Property, as described in the scope of work listed in Exhibit 4.

“Remedy” or **“Remediation”** means any action to identify, eliminate or minimize any threat or potential threat to human health or the environment posed by Hazardous Materials, including any investigation, removal, or clean-up or monitoring activities.

“Shared Parking Area” means the parking area located on the west side of the T-Hangar A & B Parcel and the T-Hangar C-D-E Parcel.

“Shared Parking Area Easement Agreement” means the easement provided by the County to MOFF and KCMOFA for purposes of using the Shared Parking Area for airplane and motor vehicle movement across the south 200 feet of the Shared Parking Area, parking (including bus parking) and below ground stormwater detention purposes, as further described in Exhibit 12.

“Site 3 Property” means the property currently owned by Boeing and located across East Marginal Way from the MOF Core Facility and described and depicted in Exhibit 5.

“T-Hangars A & B” means the existing two rows of hangars located on the T-Hangar A & B Parcel.

“T-Hangars C-D-E” means the existing three rows of hangars located immediately north of the T-Hangar A & B Parcel.

“T-Hangar A & B Parcel” means the property currently owned by the County described and depicted in Exhibit 6, which is located adjacent to the MOF Core Facility and upon which are currently located hangars A & B.

“T-Hangar C-D-E Parcel” means the property currently owned by the County described and depicted in Exhibit 7, which is located adjacent to the T-Hangar A & B Parcel and upon which sit hangars C-D-E.

“Tie-Down Area” means that portion of the T-Hangar A & B Parcel owned by the County and located immediately north of the Exchange Property.

“Tie-Down Area Easement” means the easement provided by the County to KCMOFA for purposes of using the Tie-Down Area for moving aircraft between the west taxi-way located to the east of the MOF Core Facility and the Site 3 Property, as further described in Exhibit 15.

“Transient Aircraft and Vehicle Parking Area” means that portion of the T-Hangar A & B Parcel owned by the County and located immediately east of the Exchange Property and Tie-Down Area.

“Transient Aircraft and Vehicle Parking Easement” means the easement provided by the County to MOFF and KCMOFA for purposes of using the Transient Aircraft and Vehicle Parking Area for airplane, school bus and other vehicle parking, as further described in Exhibit 16.