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

GUIDEWAY EASEMENT

Grantor: City of Seattle

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: SECTION 3 TOWNSHIP 23N RANGE 4E SW QUARTER SW QUARTER

Full Legal Description is in Exhibit A.

Assessor's Property Tax Parcel Account Number: 032304-9037

Seattle City Light Property Management Number: _____

Reference Numbers of Documents Assigned or Released, if applicable: N/A

The CITY OF SEATTLE (the "Grantor") is the owner of real property located in the City of Tukwila and more particularly described in the legal description attached as **Exhibit A** (the "Property").

THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, (the "Grantee"), a Washington regional transit authority, is developing high capacity transit service in the central Puget Sound region, including the Central Link light rail system that currently extends from SeaTac International Airport to downtown Seattle (the "System").

Line Segment # C755
R/W # TUK008
Form Approved 11/21/03

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the System. The boundaries (the "Easement Area") are more fully described in the attached **Exhibit A**.

AGREEMENT

1. **Grant of Easement.** Grantor, for and in consideration of valuable consideration, receipt of which is hereby acknowledged by Grantor, hereby conveys and grants, without warranty of title or otherwise to Grantee, its successors and/or assigns, a permanent easement within and through the Easement Area in connection with the System, including but not limited to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures related to the operation of Grantee's Central Link light rail system. Grantee's use of the Easement Area shall include, but not be limited to, columns, foundations, aerial guideway and low impact drainage systems.

Grantee shall have the right to access property in addition to that depicted in **Exhibit A**, as determined by Grantee, for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten (10) feet of the aerial guideway.

Grantee shall have the right, but not the obligation, to enter the Easement Area to remove structures or other impediments and to maintain the Easement Area for its intended use, together with the right to inspect and to construct, maintain, repair and replace aerial structures within the Easement Area.

2. **Grantor's Use of Easement Area.** Grantor shall retain the right to use the property within the Easement Area, so long as Grantor's use does not unreasonably interfere with Grantee's use of the Easement Area. Grantor may park vehicles, landscape and/or pave the surface of the Easement Area. Any other use is subject to written approval by Grantee, which approval shall not be unreasonably withheld.

In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event Grantee discovers such items in the Easement Area, Grantee has the right to immediately remove such items at Grantor's expense. No obstructions of any kind whatsoever, other than those identified above in this Section 2, shall be allowed within five (5) feet of Grantee's aerial guideway or appurtenances thereto.

3. **Compliance with Law, Risk of Loss and Indemnification.** Grantee shall at all times exercise its rights under this easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee agrees to assume all risk of loss, damage or injury that may result from Grantee's use of the Easement Area, except for any loss, damage or injury to the extent caused by Grantor's negligence. Grantee does hereby indemnify Grantor from and against any and all liability, loss, damage,

expense, actions, and claims incurred by Grantor in connection therewith, to the extent arising from the exercise by Grantee, its servants, agents employees and contractors of the rights granted in this easement or Grantee's use of the Easement Area.

4. **Binding Effect.** This easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Central Link light rail project, which includes aerial, tunnel and at-grade facilities in the System area operated by Grantee for high capacity transportation system purposes and shall inure to the benefit of Grantee, its successors and assigns and shall be binding upon the Property and Grantor, and their respective heirs, successors and assigns.

5. **Insurance.** Grantee shall at all times and at its own expense shall:

A. Maintain Comprehensive Railroad Liability Insurance or its equivalent with a total limit of liability of not less than $100,000,000 for activities of Grantee or its agents, employees, contractors and the public upon the Easement Area related to the construction, operation, inspection, maintenance, replacement, improvement, removal and use of certain equipment and structures in connection with the operation of Grantee's Central Link light rail system. "The City of Seattle" shall be an additional insured thereunder for primary and non-contributory limits of liability for the total limits of liability afforded to Grantee under all layers of coverage, including primary, excess/umbrella and/or participating layers of Insurance. The term "Insurance" shall include deductibles, self-insured retentions and/or all forms of risk financing associated with Grantee's Comprehensive Railroad Liability Insurance program.

B. Provide or cause to be provided to Grantor current certification of insurance evidencing such coverage. Certification shall be issued to: "The City of Seattle, P.O. Box 94669, Seattle, WA 98124-4669" and shall have attached an actual copy of the additional insured policy provision(s) evidencing coverage on a primary and non-contributory limit of liability basis. Original or hard copies of such certification shall be delivered in electronic form only either as a facsimile transmission to (206) 470-1279 or an email attachment in PDF or XPS format to riskmanagement@seattle.gov.

6. **Legal Proceedings.** The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with this Easement Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

7. **Abandonment/Termination.** This easement shall automatically terminate if Grantee ceases to use the Easement Area for operating the System for more than five (5) years. Grantee shall be responsible for executing and recording a termination of easement document with the King County Recorder's office and delivering a copy of the recorded document to Grantor.

8. **Recording.** This easement shall be recorded in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 2011.

GRANTOR: CITY OF SEATTLE

_____
Jorge Carrasco, Superintendent, City Light Department

GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

_____

Line Segment # C755
R/W # TUK008
Form Approved 11/21/03

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jorge Carrasco is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Superintendent of the CITY OF SEATTLE, CITY LIGHT DEPARTMENT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

_____
(Signature)

_____
(Please print name legibly)

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires_____

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

DATED: _____

_____
(Signature)

_____
(Please print name legibly)

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires_____

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EXHIBIT A

SEE ATTACHED

PARCEL MAP "A" 755

AND

LEGAL DESCRIPTION

Line Segment # C755
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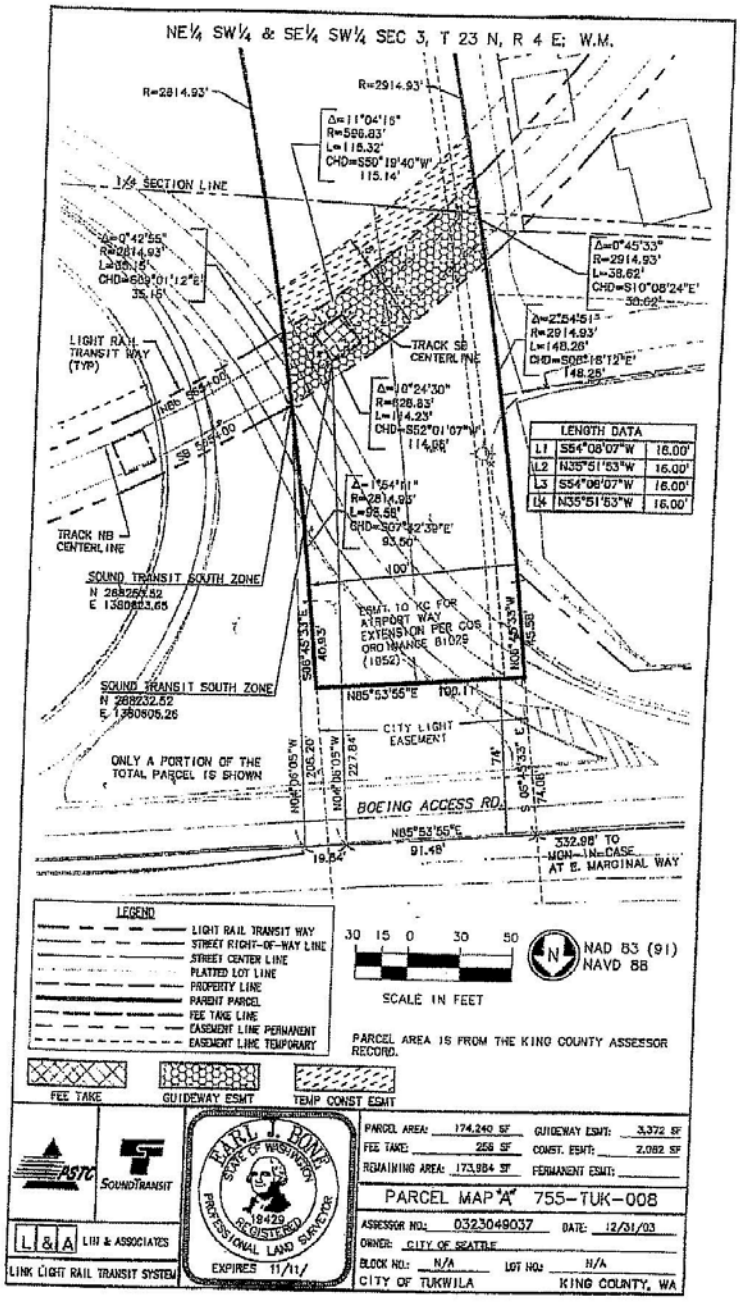
NE¼ SW¼ & SE¼ SW¼ SEC 3, T 23 N, R 4 E; W.M.
R=2814.93'
R=2914.93'
Δ=11°04'16"
R=596.83'
L=118.32'
CHD=S50°19'40"W
115.14'
1/8 SECTION LINE
Δ=0°42'55"
R=2814.93'
L=35.15'
CHD=S08°01'12"E
35.15'
Δ=0°45'33"
R=2914.93'
L=38.62'
CHD=S10°08'24"E
38.62'
Δ=2°54'51"
R=2914.93'
L=148.26'
CHD=S08°18'12"E
148.25'
LIGHT RAIL TRANSIT WAY (TYP)
TRACK SB CENTERLINE
Δ=10°24'30"
R=628.83'
L=114.23'
CHD=S52°01'07"W
114.06'
LENGTH DATA
L1 S54°08'07"W 16.00'
L2 N35°51'53"W 16.00'
L3 S54°08'07"W 16.00'
L4 N35°51'53"W 16.00'
Δ=1°54'01"
R=2814.93'
L=93.58'
CHD=S07°52'39"E
93.50'
TRACK NB CENTERLINE
SOUND TRANSIT SOUTH ZONE
N 268255.52
E 1360823.65
ESMT. TO KC FOR AIRPORT WAY EXTENSION PER COS ORD NUMBER 81029 (1852)
SOUND TRANSIT SOUTH ZONE
N 268232.52
E 1360805.26
N85°53'55"E 100.11'
CITY LIGHT EASEMENT
ONLY A PORTION OF THE TOTAL PARCEL IS SHOWN
BOEING ACCESS RD.
N85°53'55"E 91.48'
332.98' TO MON IN CASE AT E. MARGINAL WAY
LEGEND
LIGHT RAIL TRANSIT WAY
STREET RIGHT-OF-WAY LINE
STREET CENTER LINE
PLATTED LOT LINE
PROPERTY LINE
PARENT PARCEL
FEE TAKE LINE
EASEMENT LINE PERMANENT
EASEMENT LINE TEMPORARY
30 15 0 30 50
SCALE IN FEET
NAD 83 (91)
NAVD 88
PARCEL AREA IS FROM THE KING COUNTY ASSESSOR RECORD.
FEE TAKE
GUIDEWAY ESMT
TEMP CONST ESMT
PSTC
SOUNDTRANSIT
L&A LIN & ASSOCIATES
LINK LIGHT RAIL TRANSIT SYSTEM
EARL J. BINE
STATE OF WASHINGTON
18429
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 11/11/
PARCEL AREA: 174,240 SF
GUIDEWAY ESMT: 3,372 SF
FEE TAKE: 258 SF
CONST. ESMT: 2,082 SF
REMAINING AREA: 173,984 SF
PERMANENT ESMT:
PARCEL MAP "A" 755-TUK-008
ASSESSOR NO: 0323049037
DATE: 12/31/03
OWNER: CITY OF SEATTLE
BLOCK NO: N/A
LOT NO: N/A
CITY OF TUKWILA
KING COUNTY, WA

LEGAL DESCRIPTION

Ptn of KCA# 032304-9037:

That portion of a strip of land 100 feet wide across the west half of the southwest quarter of Section 3, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Commencing at the monument-in-case (being a tack embedded in a 2-inch iron pipe filled with concrete) marking the intersection of East Marginal Way South and Boeing Access Road;
thence North 85°53'55" East, along the centerline of Boeing Access Road, 444.30 feet;
thence South 04°06'05" East, at right angles from said centerline, 208.20 feet to a point having Sound Transit South Zone Coordinates of N 288253.52, E 1380623.65 and to the TRUE POINT OF BEGINNING, and to a point on a non-tangent curve to the left having a radius of 628.83 feet and a long chord bearing of South 52°01'07" West, 114.08 feet;
thence southwesterly along the arc of said curve through a central angle of 10°24'30" an arc distance of 114.23 feet to the west margin of said strip of land and to a point on a non-tangent curve to the left having a radius of 2914.93 feet and a long chord bearing of South 10°08'24" East, 38.62 feet;
thence south easterly along said west margin and along the arc of said curve through a central angle of 00°45'33" an arc distance of 38.62 feet to a point on a non-tangent curve to the right having a radius of 596.83 feet and a long chord bearing of North 50°19'40" East, 115.14 feet;
thence northeasterly along the arc of said curve through a central angle of 11°04'16" an arc distance of 115.32 feet to the east margin of said strip of land and to a point on a non-tangent curve to the right having a radius of 2814.93 feet and a chord bearing of North 09°01'12" West, 35.15 feet;
thence northwesterly along said east margin and along the arc of said curve through a central angle of 00°42'55" an arc distance of 35.15 feet to the true point beginning.

soundtransit\755tuk008