

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Seattle City Light
Real Estate Services, SMT 3012
Attention: Mary Davis
700 - 5th Ave., Suite 3200
P.O. Box 34023
Seattle, WA 98124-9871

ASSIGNMENT OF UTILITY EASEMENT

Grantor: CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY

Grantee: CITY OF SEATTLE

Legal Description:

Abbreviated Legal: Section 3 Township 23N Range 4E SW Quarter and Section 4
Township 23N Range 4E SE Quarter

Full Legal: See Exhibit 3 of the Stipulation for and First Amended Decree
of Appropriation to Correct Scrivener's Error, which is
attached hereto as Exhibit A

**Property Tax
Parcel Number:** 032304-9067

Related Documents: Stipulation for and First Amended Decree of Appropriation to
Correct Scrivener's Error recorded on October 29, 2008
under file number 20081029000399

THIS ASSIGNMENT OF A UTILITY EASEMENT is made and given as of the ____ day of _____, 2011, by the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority d/b/a Sound Transit ("Grantor"), to and for the benefit of the CITY OF SEATTLE and its City Light Department ("Grantee").

- 1 -

ROW #: TUK016 Robblee Investments

RECITALS

A. Pursuant to the terms of that certain Stipulation for and First Amended Decree of Appropriation to Correct Scrivener's Error entered in the Superior Court of Washington for King County, Cause No. 05-2-12582-9 as of October 16, 2008 (the "Decree"), and recorded on October 29, 2008 under file number 20081029000399, Grantor was awarded the Condemned Property and Property Interests (as defined in the Decree) upon payment of a stated sum of money into the registry of the court.

B. A portion of the Condemned Property consists of a utility easement over, under, upon and across the real property legally described in Exhibit A attached hereto (the "Utility Easement") to which, Grantor has the right, title and interest pursuant to the terms of the Decree. The purpose of the Utility Easement is for underground and surface rights.

C. The terms of the Utility Easement allow Grantor to convey and assign to Grantee all of its right, title and interest in the Utility Easement.

D. Pursuant to Resolution R2003-16, Grantor is authorized to execute such agreements as are customary and necessary for the disposal of real property interests.

NOW, THEREFORE, the parties agree as follows:

1. Transfer and Assignment. Grantor hereby transfers, assigns, delivers and conveys to Grantee, its successors and assigns, all right, title and interest of Grantor in, to and under the Utility Easement (Exhibit 3 to the Decree, which is attached hereto as Exhibit A).
2. Acceptance of Utility Easement. Grantee hereby accepts the conveyance and assignment of the Utility Easement made by Grantor.
3. Indemnification. Grantor shall have no further liability under the Utility Easement and Grantee shall bear and assume all rights and obligations of Grantor and shall be bound by the terms and conditions contained herein. Grantee agrees to indemnify, defend and hold Grantor harmless with respect to liability, loss, damage and expenses, including costs and reasonable attorneys' fees, incurred by Grantor, its officers, employees and agents arising with respect to the use of the Utility Easement from and after the date hereof.
4. Governing Law. This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Washington.

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

IN WITNESS WHEREOF, Grantor has executed this Assignment as of the date first above written.

GRANTOR:

CENTRAL PUGET SOUND REGIONAL TRANSIT
AUTHORITY, a regional transit authority

By: _____

Approved as to form:

By: Jennifer Belk
Sound Transit Legal Dept.

GRANTEE:

CITY OF SEATTLE AND ITS CITY LIGHT DEPARTMENT

By: _____

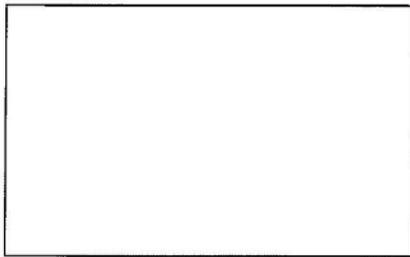
Title: _____

Date: _____

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, a regional transit authority, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature)

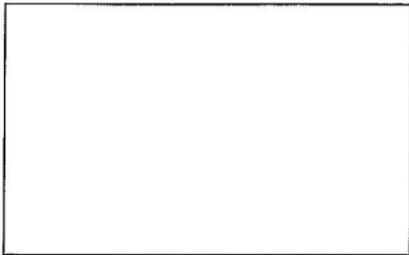
(Please print name legibly)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF 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 _____

Mary Davis
SCL ST Central Link Light Rail ORD ATT 5
March 26, 2012
Version #3

EXHIBIT A

**See Attached
Stipulation for and First Amended Decree of Appropriation
to Correct Scrivener's Error**

ROW #: TUK016 Robblee Investments

- 6 -

AFTER RECORDING MAIL TO:

Name Sound Transit
Address Attn: Real Estate Department
401 S. Jackson Street
City/State Seattle, WA 98104-2826



20081029000399

GRAHAM & DUNN MISC 73.00
PAGE 01 OF 032
10/29/2008 10:56
KING COUNTY, WA

Document Title(s): (or transactions contained therein)

1. Stipulation for and First Amended Decree of Appropriation to Correct Scrivener's Error

Claimant(s): (Last name first, then first name and initials)

1. Central Puget Sound Regional Transit Authority, d/b/a Sound Transit

Aggrieved Party(s): (Last name first, then first name and initials)

1. Robblee Investment Co., a Washington corporation, who acquired title as Robblee Investment Company, a Washington corporation;
2. Six Robblees' Inc., a Washington corporation;
3. Brookstone Telecom, Inc., a California corporation;
U.S. Bank National Association;
4. Puget Sound Energy, on information and belief successor in interest by merger to Washington Natural Gas Company;
5. Knack, Ann and Knack, John Doe, individually and the marital community composed thereof;
6. Sea-Tac Ford Sales, Inc. a Delaware corporation;
7. Horizon Ford, Inc., a Delaware corporation;
8. Penhall Company, a California corporation;

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/ quarter)

Section 3 Township 23N Range 4E SW Quarter and Section 4 Township 23N Range 4E SE Quarter

- Complete legal description can be found in Exhibit A to Exhibit 1 of the attached Decree.

Assessor's Property Tax Parcel/Account Number(s):

032304-9067, 032304-9183, 042304-9097

**CERTIFIED
COPY**

The Honorable George Mattson
Hearing Date: October 15, 2008
Without Oral Argument

FILED
08 OCT 16 PM 12:29
KING COUNTY
SUPERIOR COURT CLERK
KENT, WA

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SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

CENTRAL PUGET SOUND REGIONAL
TRANSIT AUTHORITY, a regional transit
authority, dba SOUND TRANSIT,

Petitioner,

vs.

ROBBLEE INVESTMENT CO. OF
WASHINGTON, a Washington corporation, who
acquired title as ROBBLEE INVESTMENT
COMPANY, a Washington corporation, et al.,

Respondents.

No. 05-2-12582-9 KNT

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT SCRIVENER'S ERROR

AND ORDER AMENDING: PETITION
AND ORDER ADJUDICATING PUBLIC
USE AND NECESSITY TO CORRECT
SCRIVENER'S ERROR

Tax Parcel Nos. 032304-9067
032304-9183 &
042304-9097

JUDGMENT SUMMARY – JUDGMENT AFFECTING TITLE

- 1. Abbrev. Legal Description of Property Sec. 3, T 23 N, R 4E, SW 1/4 & Sec 4, T 23N, R4E, SE1/4
- 2. Petitioner Central Puget Sound Regional Transit Authority
- 3. Vested Fee Owners Robblee Investment Company of Washington
- 4. Just Compensation Amt \$155,000.00 (This has been paid in full. See Notice of Deposit dated 02/15/2006 on file herein, and parties' acknowledgment in this First Amended Decree of Sound Transit's partial payment for possession and use.)
- 5. Costs and Fees Sound Transit shall reimburse owner/owner's attorney up to \$5000.00 for actual appraisal fees incurred, without deposit with the court, after receipt and review of invoice. Otherwise, each party to bear its own costs and expert and attorney fees. (This has been paid in full.)

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION – 1

M31647-660658_3

GRAHAM & DUNN PC
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

ORIGINAL

1 6. Prejudgment Interest Interest shall be on \$55,000.00 at the statutory rate, from 05/20/04,
2 the date of early possession and use, until paid. As of 01/03/06,
3 there is \$10,722.44 in interest due and owing on this amount;
4 interest continues to accrue at the rate of \$18.08 per diem thereafter.
(This has been paid in full. See Notice of Deposit dated 02/15/2006
on file herein.)

5 7. Unpaid Just Compensation Amount shall bear interest at the statutory rate from the date this
6 Decree is entered until the unpaid balance of the Just Compensation Amount is paid into the
registry of the Court in the manner set forth herein.

7 **REASON FOR AMENDMENT**

8 The Total Just Compensation Amount has been already paid into the registry of the court.
9 The reason for amending the Stipulation For and Decree of Appropriation entered with this court
10 on February 13, 2006 (the "Original Decree") is solely to correct an inadvertent scrivener's error
11 in identifying the burdened property and to acknowledge payment in full of the Just
12 Compensation Amount.

13 Specifically, this Stipulation For and First Amended Decree of Appropriation to Correct
14 Legal Description ("First Amended Decree") is being filed in order to correct the tax parcel
15 number reference used to identify that property burdened by the underground and surface rights
16 easement, attached as Exhibit 3 to the Original Decree.

17 This First Amended Decree attaches a corrected Exhibit 3, which includes the correct tax
18 parcel number for the underground and surface rights easement. The Petition in Eminent
19 Domain on file herein and any order subsequently entered which used the incorrect tax parcel
20 number reference on the underground and surface rights easement, including the Public Use
21 Order, should be amended to incorporate by this reference the corrected Exhibit 3, attached
22 hereto, which uses the correct tax parcel number to identify the burdened property, in place of the
23 underground and surface rights easement, attached as an exhibit to that prior pleading, which
24 uses an incorrect tax parcel number.

25
26 ///

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 2

M31647-660658_3

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STIPULATION

THIS MATTER having come before the Court upon Petition of the Central Puget Sound Regional Transit Authority ("Petitioner"), seeking:

- 1) A determination of just compensation to be paid in money for the taking and appropriation of the subject property;
- 2) A judgment and decree of the Court providing for payment of the just compensation so determined; and
- 3) A decree of appropriation appropriating certain property rights, title and interests to the subject property in Petitioner.

Petitioner through its attorneys Larry J. Smith and Marisa Velling Lindell of Graham & Dunn PC, and Respondent Robblee Investment Company of Washington through its attorney Daryl A. Deutsch of Rodgers, Deutsch & Turner, hereby stipulate to the following Facts and consent to entry of the following First Amended Decree.

FACTS

1. Robblee Investment Company of Washington ("Robblee") is the vested owner of real property identified as King County Tax Parcel Nos. 032304-9067, 032304-9183, and 042304-9097 (collectively the "Parcels"). Petitioner seeks to appropriate a portion of the Parcels in connection with its Central Link Light Rail Project and related facilities, as contemplated in Petitioner's Resolution No. R2003-16 (the "Project").

2. More specifically, with this condemnation, Petitioner seeks to appropriate portions of the Parcels as follows:

- a) A guideway easement, as legally described and depicted in, and in the form of, **Exhibit 1**;
- b) A temporary construction easement, as legally described and depicted in, and in the form of, **Exhibit 2**; and
- c) An underground and surface rights easement, as legally described in, and in the form of, **Exhibit 3**.

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 3

M31647-660658_3

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(206) 624-8300/Fax: (206) 340-9599

1 The property and property interests described and depicted in Exhibits 1, 2 and 3 are hereinafter
2 referred to as the "Condemned Property and Property Interests." Exhibits 1, 2 and 3 are
3 incorporated here by this reference.

4 3. Before commencing this condemnation action, Petitioner and Robblee engaged in
5 negotiations for the transfer and conveyance of the Condemned Property and Property Interests to
6 Petitioner in lieu of condemnation. In the course of those negotiations, Robblee, as the vested
7 owner, granted Petitioner early possession and use of the Condemned Property and Property
8 Interests. Richard Metcalf, Controller, executed the Possession and Use Agreement (the
9 "Agreement") on behalf of Robblee on March 22, 2004. By Corporate Resolution of Robblee
10 Investment Co. of Washington, dated on or about May 14, 2005, Robblee ratified Mr. Metcalf's
11 execution of the Agreement. The Agreement then became effective as of May 19, 2004, when it
12 was signed on behalf of Petitioner. Pursuant to the terms of the Agreement, Petitioner was
13 granted early possession and use of the Condemned Property and Property Interests upon
14 Petitioner's payment of One Hundred Thousand and No/100 Dollars (\$100,000.00) ("Possession
15 and Use Payment"). In satisfaction of the monetary obligation under the Agreement, Petitioner
16 paid Robblee the Possession and Use Payment on May 20, 2004.

17 4. Because Sound Transit and Robblee could not ultimately agree on the amount of
18 just compensation to be paid by Sound Transit for the taking and appropriation of the
19 Condemned Property and Property Interests, Sound Transit initiated this condemnation action on
20 April 15, 2005.

21 5. An Order Adjudicating Public Use and Necessity was subsequently entered in this
22 case on May 20, 2005.

23 6. On February 13, 2006, this court entered the Original Decree, in which Robblee,
24 as the vested owner, and Sound Transit agreed, through settlement, that the total just
25 compensation to be paid by Sound Transit for taking and appropriating the Condemned Property
26 and Property Interests is One Hundred Fifty-Five Thousand and No/100 Dollars (\$155,000.00)

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 4

M31647-660658_3

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Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

1 (the "Just Compensation Amount"). This amount included all compensation owed by Petitioner
2 based on the taking and appropriation of the Condemned Property and Property Interests,
3 including any damage to the remainder, claims for reimbursement and cost to cure,
4 considerations of interest and of expert and attorney fees and costs (but not including the up to
5 \$5,000.00 for reimbursement of actual appraisal fees to be paid without deposit to the court as
6 provided for in the judgment summary above, and not including prejudgment interest as provided
7 for in the judgment summary above). On February 15, 2006, in full satisfaction of Petitioner's
8 monetary obligation under the Original Decree, Petitioner deposited into the registry of the court
9 the sum of Sixty-Six Thousand Five Hundred Nine and 88/100 Dollars (\$66,509.88).

10 7. Following entry of the Original Decree and Order Adjudicating Public Use and Necessity,
11 Petitioner was alerted to the scrivener's error regarding the mistaken tax parcel number reference
12 on the underground and surface rights easement. A correct easement agreement that uses the
13 correct tax parcel number for the burdened property is attached as Exhibit 3 to this First
14 Amended Decree.

15 8. The parties acknowledge Sound Transit's previous payment of One Hundred
16 Thousand and No/100 Dollars (\$100,000.00) on May 20, 2004, when Sound Transit was granted
17 possession and use of the Condemned Property and Property Interests. The parties also
18 acknowledge Petitioner's payment on February 15, 2006, of Sixty-Six Thousand Four Hundred
19 Ninety-Nine and 88/100 Dollars (\$66,499.88), which represents full and final payment of the
20 Fifty-Five Thousand and No/100 Dollars (\$55,000.00) plus agreed interest in the amount of
21 Eleven Thousand Four Hundred Ninety-Nine and 88/100 Dollars (\$11,499.88) required under the
22 Original Decree. Therefore, Petitioner need not deposit any further funds to satisfy the monetary
23 requirements as provided for in the Original Decree.

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STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 5

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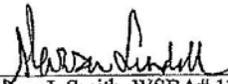
GRAHAM & DUNN PC
Pier 70 ~ 2801 Alaskan Way ~ Suite 300
Seattle, Washington 98121-1128
(206) 624-8300/Fax: (206) 340-9599

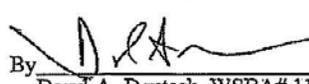
1 9. Robblee elected to have any lien for delinquent taxes, if any, as to the entirety of
2 the Parcel set over to that portion not condemned herein as provided for in RCW 84.60.070.

3 Stipulated and Agreed to this 24 day of October, 2008, by: Stipulated and Agreed to this 26th day of
4 SEPTEMBER, 2008, by:

5 GRAHAM & DUNN

RODGERS, DEUTSCH & TURNER

6
7 By 
8 Larry J. Smith, WSBA# 13648
Marisa Velling Lindell, WSBA# 18201
Attorneys for Petitioner

6
7 By 
8 Daryl A. Deutsch, WSBA# 11003
Attorneys for Robblee Investment Company
of Washington and Six Robblees, Inc.

9
10 **JUDGMENT AND DECREE**

11 **NOW, THEREFORE**, in accordance with the parties' stipulation and agreement, it is
12 hereby **ORDERED, ADJUDGED AND DECREED** as follows:

13 1. That the sum of One Hundred Fifty-Five Thousand and No/100 Dollars
14 (\$155,000.00) represents the total just compensation to be paid by Petitioner for the taking and
15 appropriation of the Condemned Property and Property Interests. This amount includes all
16 compensation owed by Petitioner based on the taking and appropriation of the Condemned
17 Property and Property Interests, including any damage to the remainder, claims for
18 reimbursement and cost to cure, considerations of interest and of expert and attorney fees and
19 costs (but not including the up to \$5,000.00 for reimbursement of actual appraisal fees to be paid
20 without deposit to the court as provided for in the judgment summary above, and not including
21 prejudgment interest as provided for in the judgment summary above).

22 2. That Sound Transit's payment of One Hundred Thousand and No/100 Dollars
23 (\$100,000.00) into the court registry, at the time Sound Transit was given immediate possession
24 and use of the Condemned Property and Property Interests, on May 20, 2004, and Petitioner's
25 payment of the Original Decree deposit in the amount of Sixty-Six Thousand Four Hundred
26 Ninety-Nine and 88/100 Dollars (\$66,499.88) on February 16, 2008, represent full and final

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 6

M31647-660658_3

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Seattle, Washington 98121-1128
(206) 624-8300/Fax (206) 340-9599

1 payment of all monetary obligations under the Original Decree, including the Fifty-Five
2 Thousand and No/100 Dollars (\$55,000.00) plus agreed interest, from May 20, 2004 (date of
3 early possession and use) through February 15, 2006 (date of Notice of Deposit of Just
4 Compensation Amount), in the amount of Eleven Thousand Four Hundred Ninety-Nine and
5 88/100 Dollars (\$11,499.88). Therefore, Sound Transit need not deposit any further funds to
6 satisfy the monetary requirements as provided for in the Original Decree.

7 3. That as of February 15, 2006:

8 a) Sound Transit shall be deemed to have appropriated a Guideway
9 Easement, as legally described and depicted in Exhibit 1, and the Guideway
10 Easement shall be granted to Sound Transit with all of the rights and
11 restrictions as described therein, which restrictions shall bind all named
12 Respondents in this action, and those claiming by, through or under them;

13 b) Sound Transit shall be deemed to have appropriated a Temporary
14 Construction Easement, as legally described and depicted in Exhibit 2, and the
15 Temporary Construction Easement shall be granted to Sound Transit with all
16 of the rights and restrictions as described therein, which restrictions shall bind
17 all named Respondents in this action, and those claiming by, through or under
18 them; and

19 c) Sound Transit shall be deemed to have appropriated an Underground
20 and Surface Rights Easement, as legally described and depicted in Exhibit 3,
21 and the Underground and Surface Rights Easement shall be granted to Sound
22 Transit with all of the rights and restrictions as described therein, which
23 restrictions shall bind all named Respondents in this action, and those
24 claiming by, through or under them.

25 4. That effective as of February 15, 2006, all claims to the Condemned Property and
26 Property Interests, by all named Respondents in this action, and those claiming by, through or

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 7

M31647-660658_3

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1 under them, shall be forever extinguished, and Petitioner shall be deemed to have appropriated
2 the Condemned Property and Property Interests and be fully vested with all right, title and
3 interest to the Condemned Property and Property Interests, as legally described and depicted in
4 Exhibits 1, 2 and 3.

5 5. That the Petition in Eminent Domain on file herein and any order subsequently
6 entered which used the incorrect tax parcel number for the property burdened by the underground
7 and surface rights easement, including the Order Adjudicating Public Use and Necessity, are
8 HEREBY AMENDED to incorporate by this reference the corrected Exhibit 3, attached hereto,
9 which uses the correct tax parcel number to identify the burdened property, in place of the
10 underground and surface rights easement, attached as an exhibit to that prior pleading, which
11 uses an incorrect tax parcel number.

12 6. The liens of any real property taxes, including surface water management service
13 charges, shall be set over to that portion of the Parcels not being condemned as provided in RCW
14 84.60.070.

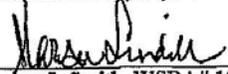
15 7. That a certified copy of this First Amended Decree shall be filed in the Office of
16 the County Auditor and shall be recorded by such Auditor like a deed of real estate with like
17 effect.

18 DONE IN OPEN COURT this 15 day of October, 2008.

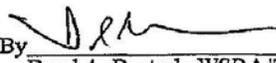
19
20 
JUDGE/COURT COMMISSIONER

21 **Stipulated to and Presented by:**

22 GRAHAM & DUNN, PC

23
24 By 
25 Mary J. Smith, WSBA# 13648
26 Marisa Velling Lindell, WSBA# 18201
Attorneys for Petitioner

**Stipulated to; Copy received; Notice of
Presentation Waived; Approved as to Form:
RODGERS, DEUTSCH & TURNER**

By 
Daryl A. Deutsch, WSBA# 11003
Attorneys for Robblee Investment Company
of Washington and Six Robblees, Inc.

STIPULATION FOR AND FIRST
AMENDED DECREE OF APPROPRIATION
TO CORRECT LEGAL DESCRIPTION -- 8

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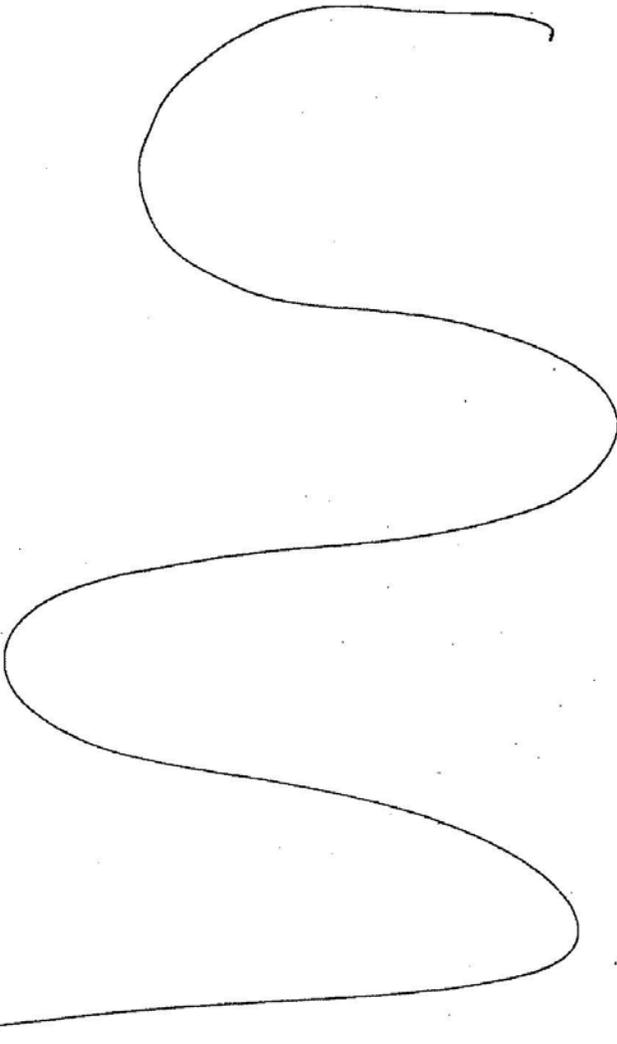


EXHIBIT 3

When Recorded Return To:

Sound Transit Real Estate
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826
Attn: Johnsie Clark

EASEMENT (Underground and Surface Rights)
P.M.#230403-3-014; CF# _____
King County Assessor's No. 032304-9067

THIS INDENTURE, made this _____ day of _____, 20____, between ROBBLEE INVESTMENT CO. OF WASHINGTON, a Washington corporation, hereinafter called the Grantor; and THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a municipal corporation, hereinafter called the Grantee; WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns, the right, privilege and authority to install, construct, erect, alter, repair, energize, operate and maintain underground electric distribution facilities at depths not exceeding 15 feet, which consist of vaults, manholes, handholes, ducts, conduits, cables, wires and other necessary or convenient appurtenances; ALSO the right, privilege and authority to the Grantee, its successors and assigns, to install, construct, erect, alter, repair, energize, operate and maintain at the ground level, electric transformer units and electric junction cabinets and/or containers, together with such appurtenances necessary to make said underground and surface installations an integrated electric system. All such electric system is to be located upon, under and across the following described lands and premises situated in the County of King, State of Washington, to wit:

That portion of the southwest quarter 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 southwest corner of said Section 3;
thence North 60 feet;
thence South 88°51'20" East, 530.66 feet to the westerly line of East Marginal Way;
thence North 17°20'00" West, along said westerly line, 653.47 feet to the TRUE
POINT OF BEGINNING (Sound Transit South Zone coordinates of
N287532.43, E1380385.32);
thence South 15°38'17" East, 8.75 feet;
thence South 75°04'04" West, 10.00 feet;
thence North 15°38'17" West, 11.54 feet;
thence South 89°21'41" East, 10.41 feet to the true point of beginning.

(As shown on attached Parcel Map 755-TUK-016 and by this reference made a part hereof.)

**LEGAL DESCRIPTION
BY DF 19 MAY 2004**

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands of the Grantor for the purpose of installing, constructing, altering, repairing, energizing, operating and maintaining said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

The Grantor, its administrators, successors and assigns, hereby covenants and agrees that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors or assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearthen any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

Central Puget Sound Regional Transit Authority may assign its rights under this easement to the City of Seattle. Upon such assignment, Central Puget Sound Regional Transit Authority shall have no further liability under this Easement and the City of Seattle shall bear and assume all rights and obligations of Grantee arising under this Easement and shall be bound by the terms and conditions contained herein.

The City of Seattle is to be responsible, as provided by law, for any damage to the Grantor through its negligence in the construction, maintenance and operation of said electric system across, upon and under the property of said Grantor.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns shall permanently remove all said electric system from said lands or shall permanently abandon said system, at which time all such rights, title, privileges and authority shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

ROBBLEE INVESTMENT CO. OF WASHINGTON,
a Washington corporation

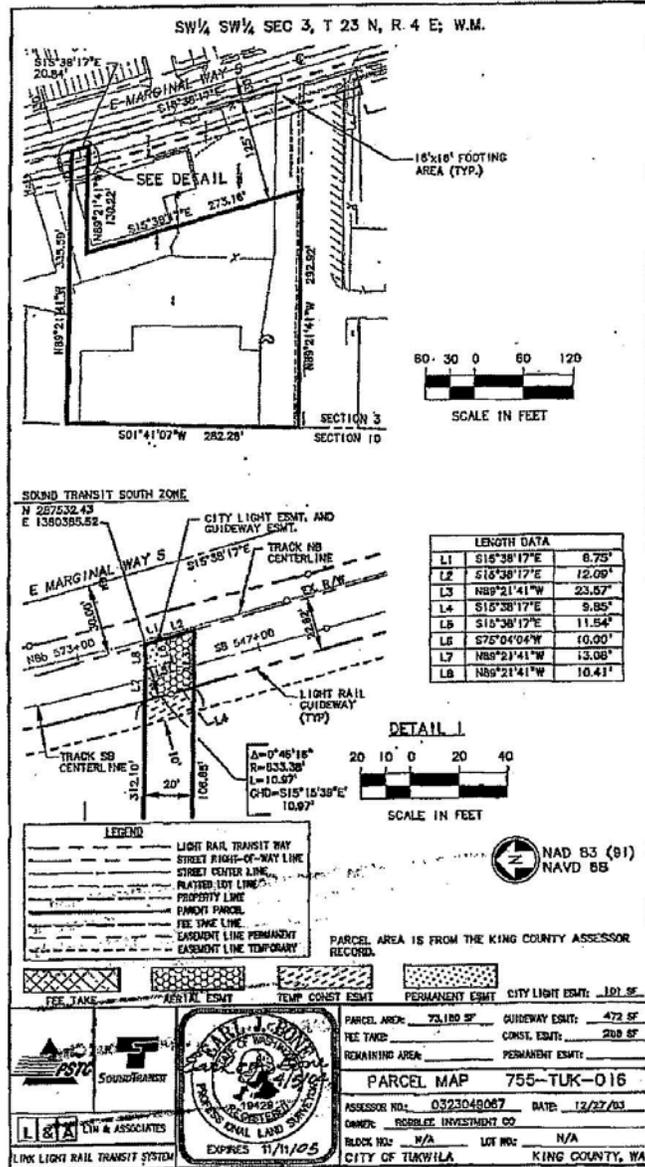


Exhibit to Underground & Surface Rights
 Easement (Parcel Map 755-TUK-016)