



## Transportation & Public Works Meeting Agenda

July 1, 2021; 5:30 – 6:30 PM  
“Virtual Meeting”

**Due to the current COVID-19 public health emergency, this meeting will be conducted virtually. The meeting will be live streamed on SeaTV Government Access Comcast Channel 21 and the City’s website <https://www.seatacwa.gov/seatvlive> and click play. The public may also listen to the meeting by calling 206.973.4555 and muting your phone.**

Councilmembers:  
Peter Kwon, Chair  
Pam Fernald  
Takele Gobena

**Note: A quorum of the Council may be present**

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer;

Other Staff participating:

TIME	TOPIC	PROCESS	WHO	TIME
1	Call to order		Chair	
2	<p><b>PUBLIC COMMENTS:</b> In an effort to adhere to the social distancing protocols, and in order to keep our residents, Council, and staff healthy, the Committee will not hear any in-person public comments. The committee is providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Signing-up for remote comments or providing written comments must be done by <u>2:00PM</u> the day of the meeting. Any requests to speak or provide written public comments which are not submitted following the instructions provided or by the deadline will not be included as part of the record.</p> <ul style="list-style-type: none"> <li>Instructions for providing remote oral public comments are located at the following link: <a href="#">Council Committee and Citizen Advisory Committee Virtual Meetings.</a></li> </ul>		Chair	5

	<ul style="list-style-type: none"> <li>Submit email/text public comments to <a href="mailto:TPWPublicComment@seatacwa.gov">TPWPublicComment@seatacwa.gov</a>. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website.</li> </ul>			
3	Prior Minutes Approval	June 17 Minutes to approve	Chair	5
4	Award of South 180 <sup>th</sup> Street Flood Reduction Project	Discussion/Action	Kamal Mahmoud	20
5	Mot to approve Interlocal Agreement with King County for Lake to Sound Trail Segment C	Discussion/Action	Florendo Cabudol	20
8	<u>Future Meeting Topics:</u> Sound Transit Parking Tax; Tukwila Int'l Blvd Reconfiguration; Metro A-Line Business Access Transit (BAT) Lanes Pilot Project; Flight Safety Project Boundary Line Adjustment;			5
9	Adjourn	Adjourn Meeting	Chair	



# Transportation & Public Works Committee Meeting Minutes

**Approve Prior  
Meeting Minutes**

Thursday, June 17, 2021  
4:30 PM – 6:00 PM  
\*\* Virtual Meeting \*\*

Members:	Present:	Absent:	Commence: 4:32 PM Adjourn: 5:20 PM
Peter Kwon, Chair	X		
Pam Fernald	X		
Takele Gobena	X		

Other Councilmembers participating: CM Tombs;

Staff Coordinators: Will Appleton, Public Works Director; Florendo Cabudol, City Engineer

Other Staff Participating: Mason Giem; Kamal Mahmoud; Brenton Cook; Gwen Voelpel; Cindy Corsilles;

Public Comment	None
1. Approve Prior Meeting's Minutes	June 3 Minutes were approved to go to Council on June 22
2. Award Construction Contract and Design Services Support for 2021 Overlays Project ST-901	<p>Action</p> <p>Civil Engineer Brenton Cook presented the 2021 Overlay Project (ST-901.) The project scope includes two locations: the intersection of Des Moines Memorial Drive and South 188<sup>th</sup> street, and Military Road South, South 164<sup>th</sup> Street, and 42<sup>nd</sup> Avenue South.</p> <p>Staff is seeking Committee approval to execute a construction contract for low bidder ICON Materials; execute an amendment to the existing design contract with Blueline Group for design services during construction, and authorize project expenditures.</p> <p>Upon Council award, staff will issue a Notice to Proceed and start construction in July 2021.</p> <p>The project was advertised on May 20, and bid opening was on June 11. The City received 4 bids. ICON Materials was</p>

	<p>the lowest responsible responsive bidder at \$866,020. The bid was \$88,770 below the engineering estimate of \$954,790.</p> <p>Committee approved the request, and the item will be placed on the June 22 Regular Council Meeting agenda for action.</p>
<p>3. Award Construction Contract and Design Services Support for South 221<sup>st</sup> Street Drainage Project SWMCIP-11</p>	<p>Action</p> <p>Kamal Mahmoud, Engineering Manager, presented this item. South 221<sup>st</sup> Street Drainage Project is a project designed to resolve localized flooding and erosion issues in the Grandview Neighborhood by routing water flows around affected properties and discharging them to an existing conveyance ditch in the I-5 Right of Way.</p> <p>The project will build 700 feet of stormwater pipe, a detention facility, a WSDOT ROW access gate replacement, and outfall protection.</p> <p>A question was raised as to whether the City can dump stormwater onto WSDOT I-5 ROW. Staff responded that WSDOT has approved our plans and the building of a detention facility that will regulate the flow of stormwater into their ROW.</p> <p>The Committee approved the request to place this item on the June 22 Regular Council Meeting action agenda.</p>
<p>4. King County Solid Waste Flow Control Letter of Support</p>	<p>Recommendation</p> <p>Mason Giem, PW Programs Coordinator, presented this follow up to last meeting, in which King County Solid Waste is asking for a letter of support from King County cities regarding their dispute with the City of Seattle for the credit for disposal of residuals from the recycling MRF facility within the City of Seattle, and the revenues generated by same.</p> <p>After conferring with our Legal Department, the recommendation is to not get involved in the legal dispute between King County and Seattle.</p> <p>Three questions were answered from the previous meeting:</p> <ol style="list-style-type: none"> <li>1. What is the impact to the King County landfill? Negligible.</li> <li>2. What is the impact to our rate payers? Not much, maybe \$5.</li> <li>3. What is our Legal Department's opinion. Cindy Corsilles, Attorney, answered that a letter of support would be an unidentified risk. The recommend we do not get involved.</li> </ol> <p>A question was raised as to what are the other cities involved doing? Staff answered that no one has responded as yet.</p>

	The Committee voted to take a wait and see approach. Should King County come back to us at a later date with new information, the Committee would consider the issue again.
5. Adjourn	Adjourn Meeting

**Approve Prior  
Meeting Minutes**



# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Kamal Mahmoud, Engineering Manager and Trevor Ralph, Civil Engineer I  
Date: 7/01/2021  
Subject: S. 180th Flood Reduction (SWMCIP-08) Construction Bid Award

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## **Purpose:**

This item is being brought before the Committee for a recommendation to approve and proceed with Council action on an Ordinance to:

- Award the S. 180th Flood Reduction Project (SWMCIP-08) to Road Construction Northwest, Inc.
- Authorize the City Manager to execute a contract with Road Construction Northwest, Inc.
- Authorize a contract amendment with OTAK, Inc. for additional design services; and
- Authorize total construction related project expenditures in an amount not to exceed \$1,215,046.00.
- Amend the 2021-2022 Biennial Budget to increase the budget allocation for the project by \$504,570.62.

## **Background:**

The South 180th Street Flood Reduction Project aims to eliminate recurring flooding on City Right-of-Way at the terminus of South 180th Street, near the entrance to the Hunt's Club Apartments. To achieve this, a small segment of South 180th Street will be repaved and raised out of the flood plain.

The road in this area will be regraded and sidewalks that are disturbed will be replaced. In addition to the road work on South 180th Street, portions of the existing storm drainage system will be removed and replaced. This will include reconstruction of the drainage outlet at the terminus of South 180th Street, replacement of several undersized drainage pipes on South 182nd Street, and a re-grade of the existing drainage channel that flows between South 180th and South 182nd streets. New landscaping and wetland plantings will accompany the work on South 180th and within the drainage channel.

In addition to the flood reduction improvements, the project will add an asphalt pedestrian path connecting South 180th Street and S. 182nd Street. This path will meet ADA (Americans with Disabilities Act) standards and will incorporate City standard pedestrian lighting fixtures. This work was added recently at the request of the Department of Community and Economic Development (CED). A walkable connection between South 180th and South 182nd Streets has long been desired, and it made sense to incorporate that work on this project.

Because the pedestrian path work was a last-minute scope increase, it was not reflected on the original budget estimate. Based on our engineers estimate that was prepared prior to the incorporation of a pedestrian path and lighting, we estimated construction costs to be roughly \$611,000, and sought the original budget allocation of \$771,000 that was approved for 2021.

Based on the difference between the final engineer's estimate and the estimate that was prepared at the 60% design phase, the addition of the pedestrian pathway and lighting features added roughly \$400,000 dollars to the final expected construction cost alone. This figure does not include the increase in ROW costs associated with adding the pathway to the scope of work.

At the time that Public Works staff was considering adding the pathway to the project scope, the full extent of project cost increases were not known. In order to keep the project on schedule, and because the City had been awarded grant funding (\$250,000 for design and \$320,000 for construction) from King County Flood Control District, it was decided that moving forward with the pedestrian pathway was in the City's and residents' best interests.

Sealed bids were opened on Thursday, June 24, 2021. The City received four (4) bids. The lowest responsible, responsive bidder was Road Construction Northwest Inc., with a bid of \$1,081,860. The low bid was approximately 4.9 percent above the Engineer's estimate of \$1,031,337.

An Ordinance has been prepared for the July 13 Regular Council Meeting seeking approval to award and authorize the City Manager to execute a construction contract with Road Construction Northwest, Inc., amend the design contract with OTAK Inc., authorize total construction related project expenditures in an amount not to exceed **\$1,215,046.00**, and amend the 2021-2022 Biennial Budget to increase the budget allocation for the project by **\$504,570.62**.

Based on current project funding and anticipated expenditures (shown below), an amendment to the 2021-2022 Biennial Budget is required to allocate an additional \$504,760.62 to the project. The Surface Water Management Fund 403 would be used to provide the additional project Funding.

### **Funding**

2021 Project Fund Balance in Surface Water Management Fund 403	\$825,890.20
2021 Outstanding ROW Expenditures	- \$53,181.00
2021 Outstanding Design Expenditures	- \$62,233.82
<b>Total Funding Available</b>	<b>\$710,475.38</b>

### **Expenditures**

Construction Bid (Road Construction NW, Inc.)	\$1,081,860.00
Construction Contingency (10%)	\$108,186

Public Works Inspection Overtime	\$10,000
Construction Design Support (OTAK, Inc.)	\$15,000
<b>Total Expenditures</b>	<b>\$1,215,046.00</b>
<b>Budget Amendment Requested</b>	
	\$1,215,046.00
	-\$710,475.38
	<b>\$504,570.62</b>

The King County Flood Control District (KCFCD) Flood Reduction Grant provided \$250,000 and for design and \$320,000 for construction.



**CITY OF SEATAC  
CALL FOR BIDS TABULATION**

CALL FOR BIDS on: South 180<sup>th</sup> Flood Reduction

Department/Contact: Public Works Engineering / Trevor Ralph

Ad Date/ Publication: Seattle Times and Daily Journal of Commerce – June 3 and 10, 2021

Submission Deadline: 11:00 a.m. June 24, 2021

Bid Opening: 1:00 p.m. June 24, 2021

Estimate: \$1,031,337.00

**BIDS RECEIVED FROM:**

Name/Address	Date/Time Method	Tabulation
OMA Construction PO Box 429 Maple Valley, WA 98038	06/24/2021 10:12 a.m. Hand delivered	<u>X</u> Bid Bond <u>X</u> Addenda 2 of 2  \$1,132,875.00
Road Construction Northwest, Inc. PO Box 2228 Renton, WA 98056	06/24/2021 10:42 a.m. Hand delivered	<u>X</u> Bid Bond <u>X</u> Addenda 2 of 2  \$1,081,860.00 <b>Apparent Low Bidder</b>
RW Scott Construction Co. 4005 West Valley Hwy, Suite A Auburn, WA 98001	06/24/2021 10:47 a.m. Hand delivered	<u>X</u> Bid Bond <u>X</u> Addenda 2 of 2  \$1,324,547.00
Northwest Cascade, Inc. PO Box 73399 Puyallup, WA 98373	06/24/2021 10:51 a.m. Hand delivered	<u>X</u> Bid Bond <u>X</u> Addenda 2 of 2  \$1,156,156.00

g:\group\clerk\bids\forms\bidstab.doc

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE of the City Council of the City of SeaTac, Washington, awarding the S. 180<sup>th</sup> Street Flood Reduction Project (Public Works Project SWMCIP-08) contract to Road Construction Northwest, Inc.; authorizing the City Manager to execute contracts with Road Construction Northwest, Inc. for construction; authorizing project construction expenditures; and amending the City's 2021-2022 Biennial Budget.

**WHEREAS**, the City of SeaTac implements a surface water management program, which identifies capital improvement projects for the City's surface water management network; and

**WHEREAS**, the S. 180<sup>th</sup> Street Flood Reduction Project ("PROJECT"), Public Works Project SWMCIP-08, which is part of the City's surface water management program, has been fully designed, advertised, and bid; and

**WHEREAS**, additional funding is necessary due to increases in project scope;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:**

**Section 1.** The City Manager is authorized to award and execute a contract with Road Construction Northwest, Inc., for \$1,081,860 (including sales tax), for the construction of the PROJECT.

**Section 2.** The total authorized expenditure amount for PROJECT construction is \$1,215,046, including \$108,186 for contingency, \$10,000 for inspector overtime, and \$15,000 for construction design support.

**Section 5.** The City's 2021-2022 Biennial Budget shall be amended by increasing the budget allocation in the 403 Surface Water Management Fund by \$504,570.62 to fully fund the PROJECT.

**Section 6.** This Ordinance shall be in full force and effect five (5) days after passage and publication as required by law.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021, and signed in authentication thereof on this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEATAC**

\_\_\_\_\_  
Erin Sitterley, Mayor

ATTEST:

\_\_\_\_\_  
Kristina Gregg, City Clerk

Approved as to form:

\_\_\_\_\_  
Mary E. Mirante Bartolo, City Attorney

[Effective Date: \_\_\_\_\_]

[Drainage Spot Repair Project Award and Budget Amendment]

# AGENDA BILL 5710

## South 180<sup>th</sup> Street Flood Reduction Project (SWIMCIP-08)

July 1, 2021 Transportation & Public Works Committee Meeting



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

To provide an overview of the South 180<sup>th</sup> Street Flood Reduction Project and seek the Transportation and Public Works Committee's recommendation to bring an Ordinance for Council's review and action that authorizes the following:

- Execute a construction contract with Road Construction Northwest, Inc.
- Execute an amendment to the existing contract with Otak, Inc. for design services during construction on an as-needed basis.
- Approve a Budget Amendment allocating an additional \$504,570.62 to the project from the 403 SWM Utility Fund.
- Authorize construction related expenditures.

## WHY IS THIS PROJECT IMPORTANT?

1. The project aims to resolve localized flooding issues at the eastern terminus of South 180<sup>th</sup> Street, near the Hunt's Club apartments.

Improvements include:

- Repaving and regrading at the eastern terminus of South 180<sup>th</sup> Street.
- Install new Storm Drainage infrastructure along South 180<sup>th</sup> Street.
- Re-grading of an existing drainage channel.
- Install a new asphalt pedestrian path connection with pedestrian lighting between South 180<sup>th</sup> Street and S 182<sup>nd</sup> Street.

2. Upon adoption of the Ordinance, staff can proceed with issuing a notice to proceed with construction in compliance with issued permits.

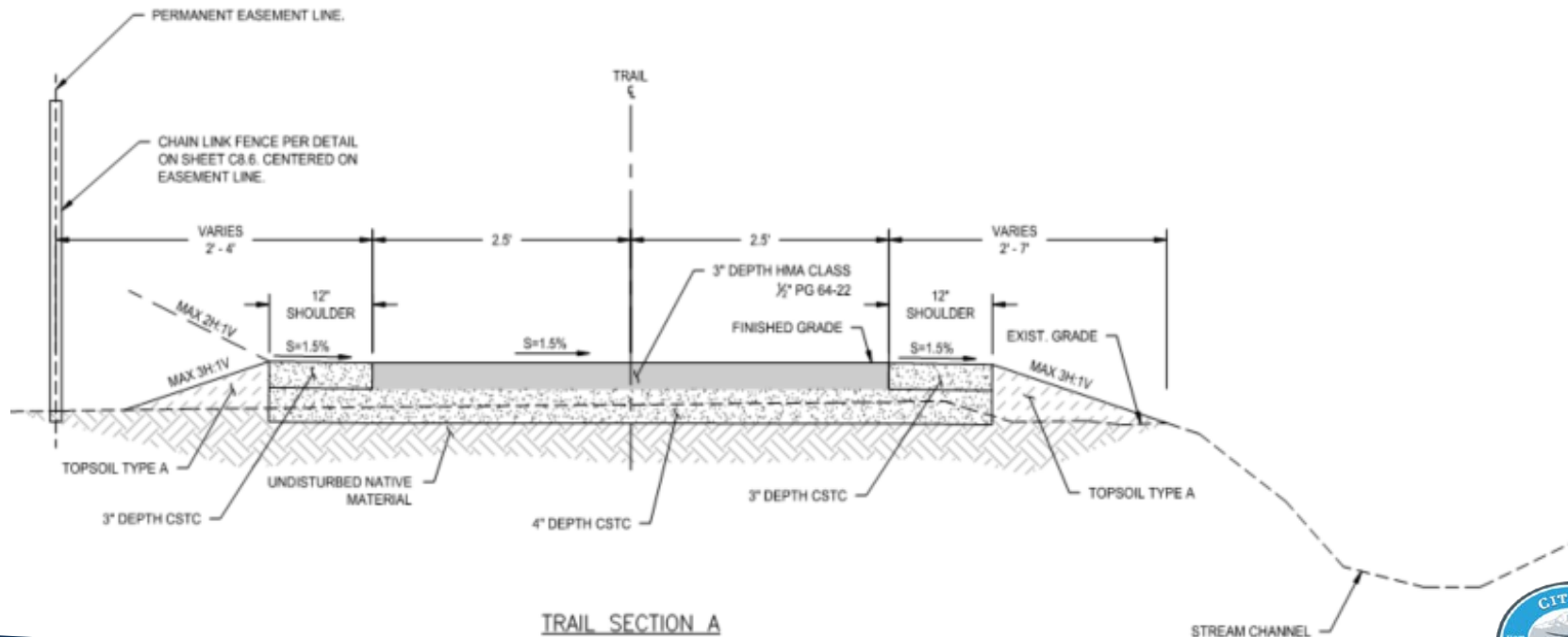




# AGENDA BILL OVERVIEW

## Project Scope of Work

- Install new drainage infrastructure to address localized flooding on and between South 180<sup>th</sup> Street and South 182<sup>nd</sup> Street in response to reported concerns/complaints and as identified in the City's SWM Capital Improvement Program.
- **\*Added\*** Install new lighted pedestrian path to provide access from high density residential properties on South 180<sup>th</sup> Street to South 182<sup>nd</sup> Street/Bow Lake Elementary



# AGENDA BILL OVERVIEW

## Otak Contract Amendment – Design Support Services

- Otak provided design services for this project
- Staff proposes to execute an amendment to design contract to provide design support during construction on as-needed basis.

## Construction Contract

- Project was advertised on June 3rd, 2021, and bid opening was on June 24, 2021.
- City received four (4) bids.
- Road Construction Northwest, Inc. was the lowest responsible responsive bidder at \$1,081,860.
- Bid was \$50,523 (4.9%) above engineering estimate of \$1,031,337.
- Contract provisions stipulate the City must award the contract within 45 calendar days of bid opening or reject all bids.





# AGENDA BILL OVERVIEW

## Budget Amendment Request

### Funding

403 Surface Water Management (SWM) Utility Fund	\$825,890.20
Encumbered Costs (ROW and Design Expenses)	(\$115,414.82)
<b>Total Funding Available</b>	<b>\$710,475.38</b>

### Expenditures

Construction Bid (Road Construction Northwest)	\$1,081,860
Construction Contingency (10%)	\$108,186
Design Services During Construction (Otak)	\$15,000
Staff Overtime	\$10,000
<b>Total Expenditures</b>	<b>\$1,215,046</b>

The requested Budget Amendment is to allocate **\$504,570.62** to the project from the 403 SWM Utility Fund.

Note: The project received grant funding through a King County Flood Control District (KCFCD) Flood Reduction Grant in an amount of \$250,000 for Design, and \$320,000 for construction



# COUNCIL ACTION

## COMMITTEE ACTION REQUESTED

- Recommend forwarding the Ordinance (Agenda Bill 5710) to Council for their review and action at the July 13, 2021 Regular Council Meeting (RCM).

## STAFF RECOMMENDATION

- Staff recommends bringing this item for Council review and action at the July 13, 2021 RCM.





# MEMORANDUM

To: Transportation and Public Works Committee  
Through: William Appleton, Public Works Director  
From: Florendo Cabudol, City Engineer  
Date: 7/1/21  
Subject: Lake to Sound Trail Segment C – Interlocal Agreement

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## **Purpose:**

The purpose of this item is to inform the Committee on the status of the proposed Lake to Sound (L2S) Trail Segment C project and to seek recommendation to forward to Council for review and action on an Interlocal Agreement between SeaTac and King County for the delivery of the project.

## **Background:**

The Lake to Sound (L2S) Regional Trail system is in response to the lack of an east-west non-motorized transportation corridor in South King County. Development of the L2S Trail system provides a regional trail connection between the underserved communities of Burien, SeaTac, Tukwila, Renton, and Des Moines, connecting downtown regional growth centers, transportation facilities, neighborhoods, parks, and other regional and local trails. When complete, the L2S Trail will provide connectivity between communities and be a legacy for future generations.

The L2S Trail provides a non-motorized connection to multiple cities in the South King County region. The 16-mile-long non-motorized corridor will link to a network of existing north-south regional trails in South King County including the Cedar River Trail, Interurban Trail (South) and the Green River Trail. The Green River Trail to the north will offer a trail connection to Seattle via the Duwamish. To the south, the cities of Kent, Auburn, Algona, and Pacific will be networked to the L2S Trail via the Interurban Trail (South) and Maple Valley, Black Diamond and Covington will be linked via the Cedar River and Green to Cedar River trails. More information about the L2S Trail system can be found here:  
<http://www.kingcounty.gov/services/parks-recreation/parks/trails/regional-trails/popular-trails/lake-to-sound.aspx>.

Segment C is the last link to complete the L2S Trail system. It is 2.2 miles in length and connects the south terminus of Segment B to the Des Moines Creek Trail Head at South 200th Street., roughly following the future SR509 extension alignment. Recently, Segment C was separated into two phases, the Burien and SeaTac links. This separation was necessary to address specific design issues in Burien. Part of the Segment C alignment uses existing SeaTac right-of-way from Des Moines Memorial Drive S, along South 196th Street, which turns into 18th Avenue South as it approaches South 200th Street. This alignment was made possible due

to the completion of the City's Des Moines Memorial Drive South and South 200th Street Intersection project.

An interlocal agreement between SeaTac and King County is needed to memorialize the terms and responsibilities for the delivery of the Lakes to Sound Trail Segment C project. The agreement is attached. Upon Committee recommendation, the final agreement will be for review and action at the July 13 Regular Council Meeting.

**INTERAGENCY AGREEMENT  
BETWEEN KING COUNTY AND THE CITY OF SEATAC  
TO DESIGN, CONSTRUCT, OPERATE AND MAINTAIN  
LAKE TO SOUND TRAIL, SEGMENT C, WITHIN CITY BOUNDARIES**

This Interagency Agreement, (“Agreement”) is made and entered into by and between King County, a political subdivision of the State of Washington (the “County”), and the City of SeaTac, a municipal corporation of the State of Washington (the “City”), regarding design, construction, ownership, operation and maintenance of the portion of Segment C of the Lake to Sound Trail (“Segment C”) that is within the City. The County and the City are collectively referred to as “the Parties”.

**RECITALS**

- A. The County, the Washington State Department of Transportation (“WSDOT”) and the Cities of SeaTac and Burien are working cooperatively to construct what is known as Segment C of the Lake to Sound Trail. Segment C extends 2.2 miles connecting the south terminus of Segment B to the Des Moines Creek Trail at South 200th Street, generally following the SR 509 Completion Project alignment. This segment utilizes SR 509 right of way owned by WSDOT (“WSDOT ROW”) and the Easement Areas on private properties.
- B. The Lake to Sound Trail is part of King County’s Regional Trail System (“RTS”), one of the nation’s most extensive multi-use trail networks with more than 175 miles of trails for recreation and non-motorized mobility and commuting.
- C. The Lake to Sound Trail extends from the southern end of Lake Washington to Puget Sound and will provide recreational and health benefits to residents of the cities and the County.
- D. The Lake to Sound Trail is being constructed in segments. Segment B is a 1.5-mile segment that follows Des Moines Memorial Drive from 156<sup>th</sup> Way in SeaTac to South Normandy Road in Burien and was completed in 2017. Segment A is a 1.1-mile segment that passes through the Black River Riparian Forest Park in Renton to the Green River Trail in Tukwila’s Fort Dent Park. Segments D, E and F are in the cities of Renton and Tukwila and will complete an east-west connection along the trail corridor.
- E. Segment C is located within the cities of SeaTac and Burien. This Agreement governs only those portions of Segment C located in the City of SeaTac.

- F. The portion of Segment C within the City of SeaTac (the “Project”) will be located substantially within the street right of way for Des Moines Memorial Drive, 18<sup>th</sup> Avenue South and South 196<sup>th</sup> Street (“City Property”) and within the WSDOT ROW. Segment C will also be located on easements crossing private parcels (“Easement Areas”) and an off-site mitigation area in Des Moines Creek Park.
- G. The City will obtain a trail lease from WSDOT for that portion of trail that is located on WSDOT ROW within the City. The County will assist the City in the negotiations with WSDOT regarding the trail lease agreement.
- H. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County’s ownership interest in, and the operation and maintenance obligations for, that facility, provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.
- I. The County has entered into a funding agreement with WSDOT, has secured a grant from the Washington Recreation and Conservation Office and is also using County levy monies, pursuant to King County Ordinance 17941, for the design and construction of Segment C.
- J. After construction, the County wishes to convey ownership of the Project Improvements to the City. The City is ready, willing and able to own, operate and maintain these improvements for use by the general public as a Regional Trail, for the benefit of both City and County residents.
- K. Providing funding for design and construction of Segment C is consistent with and in furtherance of the King County Equity and Social Justice Strategic Plan 2016-2022.
- L. The City has required WSDOT to construct the portion of Segment C within City boundaries as a component of the mitigation required for the SR 509 Completion Project. The City has approved King County to act on behalf of WSDOT in the design and construction of Segment C.
- M. While the majority of Segment C will be located in rights-of-way owned by Burien, SeaTac and WSDOT, some acquisitions on private property are needed under the current design. Most acquisitions will be completed at the time of construction. However, alternative trail alignments have been devised in the event that an acquisition is not successful.
- N. The Parties intend by this Agreement to establish their respective rights, roles, and responsibilities related to the Project.

SeaTac—King County  
Interagency Agreement  
Lakes To Sound Trail Segment C

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the Parties mutually agree as follows:

## AGREEMENT

### 1. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply.

1.1 City Property means the City's right of way property for Des Moines Memorial Drive, 18<sup>th</sup> Avenue South, South 196<sup>th</sup> Street, and South 200<sup>th</sup> Street where the Project Improvements for Segment C will be constructed. The City Property is legally described in Exhibit A.

1.2 City Park Property means that portion of Des Moines Creek Park depicted in Exhibit A as wetland mitigation areas legally described in the Wetland Mitigation Maintenance Agreement referred to as Exhibit G.

1.3 Contract means the public works contract entered into between the County and its Contractor for construction of Segment C.

1.4 Contractor means the individual, partnership, firm, corporation or other entity with whom the County has entered into the Contract for construction of Segment

1.5 Encroachments are defined as unauthorized and/or unpermitted use of public land.

1.6 Final Acceptance means the date on which the County issues to the Contractor a written notice accepting the work under the Contract as complete.

1.7 Final Punchlist means the document or list of items that defines the work that does not conform to the contract specifications after Substantial Completion of the project.

1.8 Notice to Proceed means the written notice from the County to the Contractor authorizing and directing the Contractor to proceed with the construction of Segment C.

1.9 Ninety Percent (90%) Review Submittal means the Ninety Percent Review Submittal drawings and specifications for Segment C prepared on behalf of the County by Parametrix, Inc., dated November 2019.

1.10 Operate and Maintain or Operation and Maintenance means any and all actions necessary to keep the trail and any related Project Improvements open and

SeaTac—King County  
Interagency Agreement  
Lakes To Sound Trail Segment C

accessible to the public and in a safe and suitable condition for use as a Regional Trail, including but not limited to, regular inspections, repairs or replacement of Project Improvements, sweeping or cleaning of surfaces, removal and/or covering of graffiti, removal of litter, removal of encroachments, maintenance of vegetation and pruning of trees and shrubs as needed to maintain sight distances; and any and all actions necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

1.11 Permit(s) means any or all federal, state and local government permits, licenses or other regulatory approvals needed for Segment C; and a proprietary construction permit from WSDOT authorizing construction of a portion of Segment C on property within WSDOT ROW. The term “Permits” does not include a lease from WSDOT.

1.12 Project means the portion of Segment C within the boundaries of the City, including the portions located on City Property, WSDOT ROW and the Easement Areas, as well as the stream buffer and wetland buffer mitigation area within Des Moines Creek Park legally described in the Wetland Mitigation Maintenance Agreement referred to as Exhibit G.

1.13 Project Improvements means all physical aspects of the Project including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage except for signs installed by the County under paragraph 6.1(c) of this Agreement, striping, electrical components, signals, control boxes, fencing, lighting, base materials, bollards, artwork, markers, driveways, covers, frames, railing, retaining walls, boardwalks, rebar, wire fabric, landscaping and vegetation planted on site for mitigation or restoration purposes.

1.14 Regional Trail means a regionally significant, shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating and other non-motorized uses are allowed, which provides recreational opportunities and enhances regional mobility.

1.15 Segment C means the design, public involvement, environmental review, permitting, construction, ownership, operation and maintenance of that portion of the Lake to Sound Trail that is located on City Property, as described in Section 1.1 above, and in WSDOT ROW. Segment C connects to the existing Segment B of the Lake to Sound Trail at the intersection of Des Moines Memorial Drive and South Normandy Road in Burien. The trail will follow Des Moines Memorial Drive south and east to the WSDOT ROW at the existing terminus of SR 509. The trail will follow the proposed SR 509 Completion alignment south then east to reconnect with Des Moines Memorial Drive. The trail will follow Des Moines Memorial Drive south then turn southwest after entering WSDOT ROW. Where the trail connects to South 196<sup>th</sup> Street, the trail will replace the road in the SeaTac rights of way of South 196<sup>th</sup> Street and 18<sup>th</sup> Avenue South.

SeaTac—King County  
Interagency Agreement  
Lakes To Sound Trail Segment C



The trail will then enter another portion of WSDOT ROW then connect to the SeaTac right of way of South 200<sup>th</sup> Street. The trail will connect to the Des Moines Creek Trail at the existing crossing at the trailhead on South 200<sup>th</sup> Street.

1.16 Substantial Completion means the stage in the progress of the work under the Contract where the County has full and unrestricted use and benefit of the facilities for the purpose intended, both from the operational and safety standpoint, all the initial plantings are completed, all the systems and parts of the Contract work are functional, utilities are connected and operate normally and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods or correction or repair remains to complete all Contract requirements.

## **2. DESIGN & PERMITTING**

2.1 Design. The County has provided the City with Ninety Percent (90%) Review Submittal design drawings, which the City has reviewed and hereby accepts, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for Segment C, obtaining the necessary input and approval from WSDOT and constructing the trail according to the WSDOT-approved design, including changes in scope as described in Paragraph 5.7. The County is currently in the process for acquiring the necessary parcels for this project. The County will bid the project with the acquisitions that have been successful but will continue to work with property owners to acquire additional easements and bid additive alternatives or phases as appropriate.

2.2 Plans and Specifications. The County shall provide the City with a copy of the plans and specifications to be advertised for bid and an electronic file of the Contract documents.

2.3 Permitting and Environmental Review. The County shall be the lead agency for Segment C under the State Environmental Policy Act (SEPA) and shall apply, or require its Contractor to apply, for all Permits. To the extent the City's signature on applications or other involvement is required, as the owner of the real property on which the Project is being constructed, the City agrees to cooperate with the County and/or its Contractor and take all necessary actions to obtain the Permits. The County shall be responsible for the monitoring, reporting and any required corrective actions for wetland buffer and stream buffer mitigation associated with the Project for the length of time required by any Permit. For any other Permit requirements that impose obligations on the owner of the real property or that contains conditions that will extend past the date of Final Acceptance, including but not limited to ongoing monitoring and maintenance obligations, the City shall be the named permittee and shall be responsible for those conditions.

2.4 City Permits. With respect to any Permits required for the Project from the City, the City agrees, as part of its funding contribution to the Project, to waive or pay any and all fees or other charges associated with the application, review, processing and appeal of City Permits.

### 3. ACCESS & ENCROACHMENTS

3.1 The City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the County with the following access rights to the City Property.

(a) The non-exclusive right and license to enter onto City Property to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of design, permitting and construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Agreement, and continue until Final Acceptance.

(b) The exclusive right and license to enter onto, and take actions on the City Property necessary for construction of the Project and completion of the Contract once section 2.3 is complete. This right and license shall begin upon the County's issuance of the Notice to Proceed and continue until Final Acceptance. This right and license shall not be exclusive of the City's right to enter the City Property for the purposes of inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that the City's entry onto the City Property shall not impair, impede or delay construction of the Project.

(c) The non-exclusive right and license to enter onto City Park Property and take actions necessary to fulfill the County's post-construction wetland and stream buffer monitoring, reporting, and corrective action obligations under Paragraph 2.3 and defined in Exhibit G (Wetland Mitigation Management Area). This right of entry shall begin upon Final Acceptance and continue in effect until the County's obligations under Paragraph 2.3 have been fully completed.

(d) The access rights set out in Paragraphs 3.1(a-c) are irrevocable during their respective terms, and are not subject to modification by the City through Permits or otherwise without the express written agreement of the County.

3.2 The County and the City are not aware of any Encroachments, improvements or other structures on the City Property. Any Encroachments on City Property that the City does not intend to dispose of (for example, Encroachments that will be salvaged or impounded) must be removed by the City. The County shall notify the City in writing no less than 30 business days prior to advertising the Contract for bid. If the City wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on behalf of the City, the City shall provide the

County with written notice specifically describing any such Encroachments no later than 30 business days prior to the date the County advertises the Contract for bid. The City shall manage the administrative portion of encroachment removal (documentation and notification). The County will include this list of Encroachments as part of the bid package and the Contractor shall be responsible for removal of identified Encroachments as part of the scope.

3.3 The City hereby represents and warrants to the County that it holds fee simple title to the City Property or that it possesses sufficient property interests to provide the legal authority to remove Encroachments on the City Property; that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the City Property that will in any way affect or impair the County's or the City's ability to perform their respective obligations under this Agreement; and that the City has met any legal obligations necessary for the County to perform Encroachment removal on its behalf under this Agreement.

3.4 If the County's Contractor removes Encroachments in accordance with the City's direction under Paragraph 3.2, the City shall protect, defend, indemnify and save harmless the County, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments

#### **4. EASEMENTS AND LEASE**

4.1 WSDOT Lease Agreement. The City shall use its reasonable best efforts to obtain, and shall maintain and comply with, a trail lease from WSDOT that allows the City to operate and maintain the Project in accordance with the obligations and requirements of this Agreement, and that is in all other respects consistent with the terms of this Agreement (WSDOT Lease Agreement).

4.2 WSDOT Construction Permit. The County is working cooperatively with WSDOT and shall use its reasonable best efforts to obtain a construction permit from WSDOT that allows the County and its Contractor and other agents to design and construct Segment C as a Regional Trail on WSDOT ROW in accordance with this Agreement.

4.3 Both the City and County understand and agree that if the Parties do not obtain a WSDOT Trail Lease, or other instrument, and a permit from WSDOT allowing the County to construct, operate, and maintain Segment C within the WSDOT ROW, or if that lease is subsequently revoked, the parties are relieved from any and all obligations to construct, operate, or maintain Segment C within the WSDOT ROW.

## 5. CONSTRUCTION

5.1 The County shall be responsible for construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the construction of the Project. However, as provided in Section 4.3, if the County and WSDOT do not execute a Trail Lease, or other instrument, and construction permit allowing the County to construct, operate, and maintain Segment C on the WSDOT ROW, or if that lease is subsequently revoked, the County is relieved of its obligation to construct that portion of Segment C located in the WSDOT ROW.

5.2 The County shall advertise the Contract in the official legal publication for the County and if necessary other publications, consistent with applicable laws and regulations.

5.3 The County shall open the bids and shall notify the City of the time and date of the bid opening, which is typically three weeks after the bid is advertised. The City may attend the opening of the bids.

5.4 The County shall award the Contract to the lowest, responsive, responsible bidder for Segment C, subject to applicable laws and regulations.

5.5 The County shall require that the City be included as an additional insured on all of the Contractor's insurance policies, and that the City be included as a party indemnified by the Contractor in the Contract's indemnification provisions and receives the same indemnification protection as the County. Policy coverage limits shall match or exceed those specified in the edition current at the time of bid of the WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

5.6 The City will furnish an inspector, at the City's sole expense, to monitor compliance with the Contract plans and specifications during the construction of the Project. The City's inspector shall advise the County, in writing, of any deficiencies noted. Deficiencies shall be limited to items that the inspector believes are out of compliance with the Contract plans and specifications and the City's inspector shall cite the plan sheet number or specification that she or he considers to be at issue in the deficiency. The City's inspector shall also provide to the County a written description of the remedy the inspector believes is necessary for each deficiency cited. If the City inspector determines that there is an unsafe traffic control condition at any intersection or if there is an immediate threat to public safety posed by the Contractor's actions, the City inspector has the authority to take immediate action, including directing the Contractor to take certain actions, in order to address the safety concern. With regard to all other matters identified by the City inspector, the City inspector shall not have authority to direct the work of the Contractor and shall not instruct the Contractor directly on any matters.

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5.7 The County will hold weekly construction meetings with its Contractor. The City will be notified of these meetings by the County, at its option, may have its inspector or other representative attend the meetings. The City may provide the County with its preferences concerning any significant proposed changes in the scope of the work to be performed under the Contract at the weekly meetings, but as between the Parties, any changes in scope are subject only to the County's approval.

5.8 The County shall update the City on its progress in constructing the Project in its weekly construction meetings.

5.9 After the Contractor notifies the County in writing that Segment C is substantially complete, the Parties shall perform a mutual inspection of the Project. The City may provide a written deficiency list to the County within five (5) business days after this inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet number and/or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited.

5.10 The County shall, in its sole discretion, determine whether Substantial Completion has occurred under the Contract. After the County provides the Contractor with notice that Substantial Completion has occurred and the Contractor indicates to the County that all physical work required by the Contract is complete, the Parties shall perform a mutual final inspection of the Project. The City may provide a written deficiency list to the County within five (5) business days after the final inspection. The list shall contain only construction deficiencies that the City believes are out of compliance with the Contract plans and specifications. The City shall cite the plan sheet or specification that it considers to be at issue in the deficiency and provide a written description of the remedy the City believes is necessary for each deficiency cited. The County will consult with the City and address any deficiencies identified by the City. Physical completion as well as Final Acceptance of the Project shall be by the County.

5.11 The County will require its Contractor in performing work under the Contract to comply with all applicable rules, regulations, statutes and ordinances.

5.12 The County will administer and enforce all warranties in the Contract up until assignment of the warranties to the City pursuant to Paragraph 6.2(e).

## **6. PROJECT CLOSEOUT, OWNERSHIP, & LONG-TERM OBLIGATIONS**

6.1 Within sixty (60) business days of the date of Final Acceptance the Parties shall perform the following obligations:

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(a) The Parties shall execute and the City shall record the Restrictive Covenant in substantially the form set forth in **Exhibit D**, which covenant shall run with the land for the benefit of the County and its citizens and the County land that makes up its public park, recreation and open space system. The County and the City agree that the County shall have standing to enforce the Restrictive Covenant both as a matter of contract and as a real property interest. The Parties further agree that Segment C is a critical segment of the larger Regional Lake to Sound Trail, that there are no equivalent facilities within the County that would serve the same purpose, and that recording of the Restrictive Covenant is essential to fulfilling the obligations of RCW 36.89.050.

(b) The Parties shall jointly undertake all actions necessary to transfer to the City all Permits for the Project that have not expired or terminated, and for which the City is not already the named permittee, except for the wetland mitigation obligations as required by permits located in the City Park Property.

(c) Public marking sculptures and placemaking features - The Parties shall execute and record a permanent non-exclusive easement in favor of the County to construct, inspect, reconstruct, maintain and repair no less than five (5) and no more than twenty (20) marking sculptures or placemaking features on City Property and WSDOT ROW providing information to educate the public concerning the Lake to Sound Regional Trail (“Permanent Sign Easement”) in substantially the form set forth in **Exhibit E**. The number of signs and precise location of the Permanent Sign Easement shall be agreed to by the Parties. The City shall not impose on the County any fee or other charge for the Permanent Sign Easement.

6.2 Within sixty (60) business days of completion of the obligations in Paragraph 6.1, or such additional time as may be required to close out the Contract, the County shall perform the following obligations:

(a) The County shall execute and record a quit claim deed bill of sale conveying to the City all of the County’s right, title and interest to the Project Improvements located on or within the City Property and the WSDOT ROW, as is, where is (“Bill of Sale”) in substantially the form set forth in Exhibit F.

(b) Deliver to the City project record drawings in both native file and electronic format for Segment C;

(c) Collect and provide to the City a copy of any applicable warranties and other information and materials in the County’s possession that relate to the use, operation and maintenance of the Project Improvements;

(d) Provide to the City unconditional lien releases that the Contractor has collected from all of its consultants, subcontractors and vendors;

(e) Collect and provide copies of certificates obtained from the department of revenue, the employment security department and the department of labor and industries that all taxes, increases and penalties due from the Contractor, and all taxes due and to become due with respect to such Contract, have been paid in full or that they are, in each department's opinion, readily collectible;

(f) The County shall execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of the City, with respect to the Project, except as provided in Paragraph 9.2; and

(g) Assign to the City the County's right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, except as provided in Paragraph 9.2; and

6.3 Unless otherwise mutually agreed to by the Parties in writing, the Project shall not be accessible and open to the public until the completion of items included on the Final Punchlist.

6.4 Upon completion of items included on the Final Punchlist, the City shall, at its sole expense, Operate and Maintain the Project, including Segment C and any related Project Improvements.

6.5 The City, as required by RCW 36.89.050, agrees that Segment C shall continue to be used in perpetuity as a Regional Trail and shall not be converted to a different use.

6.6 The City agrees that allowing Segment C, including the City Property, to be used for a Regional Trail shall include any and all actions by the City necessary to allow and control use of the trail in accordance with County provisions for use of trails in King County Code Title 7, as now or hereafter amended.

6.7 The City agrees that Segment C, including the City Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

6.8 The City agrees that it will not limit or restrict access to and use of Segment C, including the City Property by non-City residents in any way that does not also apply to City residents.

6.9 The City agrees that any and all user fees charged for use of Segment C, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-City residents as for the residents of the City.

6.10 The City agrees that it shall place the covenants in Paragraphs 6.5 through 6.9 in any deed transferring any portion of Segment C, including the City Property.

## **7. PROJECT FUNDING**

7.1 The County shall provide funding for design and, construction of the Project.

7.2 The City shall provide funding for all of the City's obligations or activities under or related to this Agreement from the time of execution of this agreement forward, including but not limited to Permit review, construction inspection, other administration or implementation expenses and long-term Operation and Maintenance of the Project.

## **8. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT**

8.1 The County's obligations related to finalizing design, permitting and construction of the Project under Sections 2 through 5 of this Agreement , and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of Burien and executed by Burien and the County for the design, construction, Operation and Maintenance of the portion of Segment C that is within the City of Burien.

(b) The City of SeaTac obtaining and executing a WSDOT Lease Agreement or other legal instrument from WSDOT for the Operations and Maintenance of Segment C upon completion of construction.

(c) The County obtaining and executing a construction permit from WSDOT authorizing access for construction of Segment C on WSDOT ROW.

(d) The County, on behalf of the City of SeaTac, obtaining executed permanent trail easements from private property owners in the Easement Areas on terms acceptable to the County authorizing construction of Segment C in the Easement Areas.



(e) The County obtaining all executed and recorded temporary construction easements and all agreements to rebuild driveways necessary for construction of Segment C on terms acceptable to the County; and

(f) The County and/or its Contractor obtaining all Permits necessary for Segment C.

8.2 If the County, in its sole discretion, determines that the Project Conditions have not been satisfied, the County shall notify the City in writing, and neither party shall have any further rights or obligations under this Agreement and this Agreement shall terminate.

## **9. LIABILITY**

9.1 Each Party shall protect, defend, indemnify and hold harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages (“Claims”) arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the negligent acts and omissions in the exercise of any right or obligation under this Agreement by the indemnifying Party, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is as fully responsible for the acts and omissions of its own contractors and franchisees, and their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to Claims brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 9.1 modifies or limits in any way the City's obligations in Paragraph 3.4.

9.2 The County's obligations in Paragraph 9.1 terminate upon the date the County fulfills all its obligations in Paragraph 6.2 (“Closeout Date”), with the exception of Claims filed with the clerk of the County Council under King County Code (K.C.C.) 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010 prior to the Closeout Date or contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix, at the time of Final Acceptance of the applicable contract (“Reserved Claims”).

9.3 As of the date of the City's final acceptance of the Project, except for Reserved Claims, the City shall release, protect, defend, indemnify and hold harmless the

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County, its officers, officials, and employees while acting within the scope of their employment, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, (“Claims”) arising out of, in connection with, or incident to the Project. The City expressly agrees that its duty to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees under this paragraph excludes negligent acts or omissions by the County occurring after the City’s final acceptance of the Project which are concurrent, contributory, or both. To the extent this Agreement is construed to be subject to RCW 4.24.115, the City’s duties under this paragraph will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. As of the date of the City’s final acceptance of the Project, the city shall waive immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor’s employees described in this 9.3. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

## 10. INSURANCE

10.1 Each Party shall maintain, for the duration of each Party’s liability exposures under this Agreement, insurance policies or self-insurance responsive to claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by or on behalf of each Party. Each Party shall require its own respective contractors to maintain coverage responsive to the exposures inherent in such contractors’ work in furtherance of this Agreement.

10.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program for the protection and handling of the County’s liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County’s self-insurance program meets the requirements of paragraph 10.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 business days prior written notice of any material change in the County’s self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

10.3 The City of SeaTac shall procure and maintain:

(a) **General Liability.** Coverage shall be at least as broad as Insurance Services Office form number CG 00 01 covering **COMMERCIAL GENERAL LIABILITY**, \$3,000,000 combined single limit per occurrence, and for those policies

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with aggregate limits, a \$3,000,000 aggregate limit. Limits may be met by a combination of General Liability and Excess Liability policies.

(b) The County, its officers, officials, employees, agents and consultants are to be covered as additional insureds for a period of three (3) years after the Closeout Date.

**11. EFFECTIVE DATE/DURATION**

11.1 This Agreement shall be effective upon signature by both Parties.

11.2 Unless expressly stated otherwise in this Agreement, the terms, covenants, representations and warranties contained herein shall continue in force unless both Parties mutually consent in writing to termination of this Agreement.

**12. AUDITS AND INSPECTIONS**

12.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 8.2, any of either Party’s records related to any matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party’s sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

**13. NOTICE**

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

King County:

City:

<p>King County:</p> <p>Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104</p>	<p>City of SeaTac</p> <p>Director’s Office SeaTac Parks and Recreation 4800 South 188<sup>th</sup> Street SeaTac, WA 98188</p> <p>With a copy to:</p> <p>SeaTac Legal Department 4800 South 188<sup>th</sup> Street SeaTac, WA 98188</p>
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<p>With a copy to:</p> <p>King County Prosecuting Attorney's Office  Attn: Chief Civil Deputy  516 Third Avenue W400  Seattle, WA 98104</p>	
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**14. MISCELLANEOUS PROVISIONS**

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

14.2 Force Majeure. If either Party cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond a Party’s reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or materials, government regulations or restrictions, lawsuits filed challenging one or more Permits or other agreements necessary for implementation of the Project, and weather conditions.

14.3 Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

14.4 Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the City and the County, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the County and not for the benefit of any other Party.

14.5 Exhibits. All Exhibits referenced in this Agreement are incorporated by reference as if fully set forth.

14.6 Entire Agreement. This Agreement contains the entire agreement of the parties and any representations or understandings, whether oral or written, not incorporated herein are excluded.

14.7 Amendment. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

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14.8 Relationship of the Parties. The Parties execute and implement this Agreement as separate entities. No partnership, joint venture or joint undertaking shall be construed from this Agreement.

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

14.10 Survivability. The provisions of Paragraph 3.4 and Sections 9 and 10 shall survive termination of this Agreement.

14.11 Authority. Each Party executing this Agreement represents that the Party has the authority to execute the Agreement and to comply with all terms of this Agreement.

Exhibits

- Exhibit A: Legal Description and Figure of City Property
- Exhibit B: Figure of Segment C
- Exhibit C: Not Used
- Exhibit D: Form of Restrictive Covenant
- Exhibit E: Permanent Sign Easement
- Exhibit F: Quit Claim Bill of Sale
- Exhibit G: Wetland Mitigation Maintenance Agreement
- Exhibit H: Assignment of Easement

**IN WITNESS WHEREOF**, the parties have entered into this Agreement effective as of the date last written below.

**KING COUNTY**

**CITY OF SEATAC**

For

\_\_\_\_\_  
Dow Constantine  
King County Executive

\_\_\_\_\_  
Carl Cole  
City Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SeaTac—King County  
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**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

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Deputy Prosecuting Attorney

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City of SeaTac  
Legal Department

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Date

---

Date

## EXHIBIT 1-A

### INTERLOCAL AGREEMENT AREA LEGAL DESCRIPTION

CITY OF SEATAC  
INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4;  
THENCE SOUTH 88°26'46" EAST, 1,557.55 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER;  
THENCE NORTH 01°33'14" EAST, 10.59 FEET TO THE **POINT OF BEGINNING** ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 30°11'25" WEST, HAVING A RADIUS OF 4276.00 FEET;  
THENCE ALONG SAID CURVE 40.78 FEET THROUGH A CENTRAL ANGLE OF 00°32'51" TO THE NORTHERLY RIGHT OF WAY OF S. 200TH ST;  
THENCE SOUTH 88°26'46" EAST, 341.87 FEET ALONG SAID RIGHT OF WAY;  
THENCE SOUTH 01°13'16" WEST, 19.32 FEET;  
THENCE NORTH 88°26'35" WEST, 232.69 FEET;  
THENCE NORTH 88°31'41" WEST, 73.33 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 6,261 SQ FT OR 0.14 ACRES MORE OR LESS

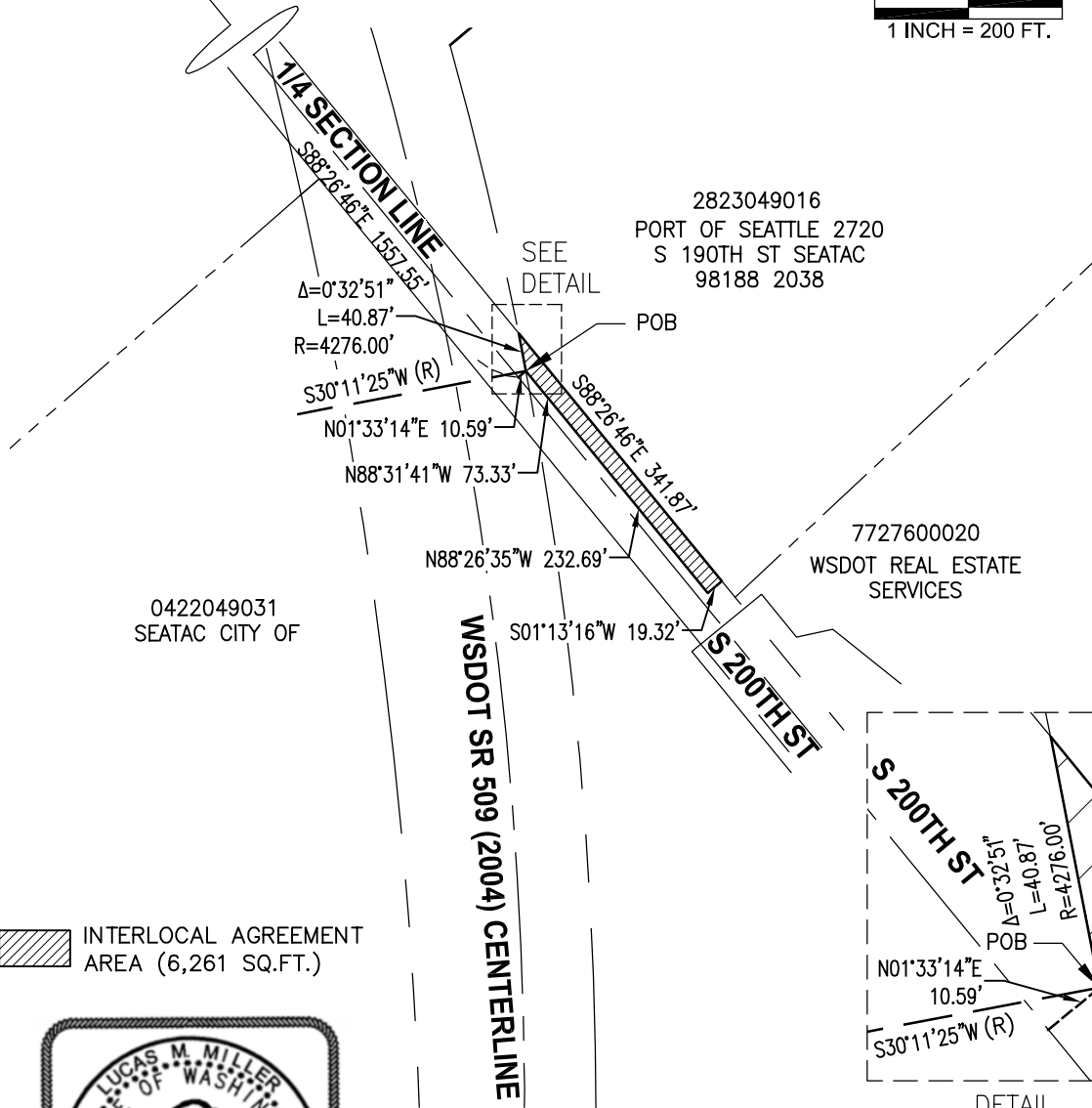
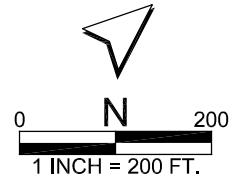


09/18/20

# EXHIBIT 1-B

## SE 1/4, NW 1/4, SECTION 4, TOWNSHIP 22 N, RANGE 4 E, W.M., KING COUNTY, WASHINGTON

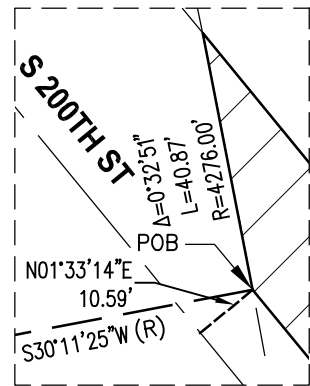
POC  
FOUND COPPER PIN IN  
CONC IN CASE  
W 1/4 CORNER 4-22-04



INTERLOCAL AGREEMENT  
AREA (6,261 SQ.FT.)



09/18/20



DETAIL  
1"=30'

**LAKE TO SOUND TRAIL  
SEGMENT C,  
CITY OF SEATAC  
INTERLOCAL AGREEMENT  
EXHIBIT 1 OF 8**



## EXHIBIT 2-A

### INTERLOCAL AGREEMENT AREA LEGAL DESCRIPTION

CITY OF SEATAC  
INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4,  
TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 4;  
THENCE SOUTH 04°00'00" EAST, 1,587.53 FEET ALONG THE WEST LINE OF SAID SECTION TO THE  
CENTERLINE OF S. 196<sup>TH</sup> ST;  
THENCE SOUTH 87°30'32" EAST, 109.62 FEET ALONG SAID CENTERLINE TO THE **POINT OF BEGINNING**;  
THENCE NORTH 01°59'00" EAST, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY OF S. 196<sup>TH</sup> ST;  
THENCE ALONG THE NORTHERLY RIGHT OF WAY OF S. 196<sup>TH</sup> ST AND THE EASTERLY RIGHT OF WAY OF  
18<sup>TH</sup> AVE S. FOLLOWING COURSES AND DISTANCES;  
SOUTH 87°30'32" EAST, 20.84 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 603.14  
FEET;  
THENCE ALONG SAID CURVE 886.14 FEET THROUGH A CENTRAL ANGLE OF 84°10'45";  
THENCE SOUTH 03°19'47" EAST, 267.84 FEET;  
THENCE LEAVING SAID RIGHT OF WAY SOUTH 86°40'41" WEST, 60.00 FEET TO THE WESTERLY RIGHT OF  
WAY OF 18<sup>TH</sup> AVE S.;  
THENCE ALONG THE WESTERLY RIGHT OF WAY OF 18<sup>TH</sup> AVE S. AND THE SOUTHERLY RIGHT OF WAY OF  
S. 196<sup>TH</sup> ST THE FOLLOWING COURSES DISTANCES;  
NORTH 03°19'47" WEST, 267.83 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 543.14  
FEET;  
THENCE ALONG SAID CURVE 797.98 FEET THROUGH A CENTRAL ANGE OF 84°10'45";  
THENCE NORTH 87°30'32" WEST, 20.31 FEET;

THENCE LEAVING SAID RIGHT OF WAY NORTH 01°59'00" EAST, 30.00 FEET TO **THE POINT OF BEGINNING.**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 67,841 SQ FT OR 1.56 ACRES MORE OR LESS



09/18/20



**EXHIBIT 3-A**

**INTERLOCAL AGREEMENT AREA  
LEGAL DESCRIPTION**

CITY OF SEATAC

INTERLOCAL AGREEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5;  
THENCE NORTH 88°20'18" WEST, 924.91 FEET ALONG NORTH LINE OF SAID SECTION;  
THENCE SOUTH 01°39'42" WEST, 18.51 FEET TO THE **POINT OF BEGINNING**;  
THENCE SOUTH 01°49'16" WEST, 11.49 FEET TO THE SOUTHERLY RIGHT OF WAY OF S. 192ND ST;  
THENCE NORTH 88°20'18" WEST, 1.80 FEET ALONG SAID RIGHT OF WAY ;  
THENCE SOUTH 59°21'40" WEST, 3.36 FEET;  
THENCE SOUTH 49°13'19" WEST, 22.24 FEET;  
THENCE SOUTH 38°43'20" WEST, 13.13 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 79°09'57" WEST, HAVING A RADIUS OF 318.83 FEET;  
THENCE ALONG SAID CURVE 36.16 FEET THROUGH A CENTRAL ANGLE OF 06°29'55";  
THENCE ALONG THE EASTERLY RIGHT OF WAY OF DES MOINES MEMORIAL DR THE FOLLOWING COURSES AND DISTANCES;  
THENCE SOUTH 85°39'52" WEST, 2.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 85°39'52" WEST, HAVING A RADIUS OF 316.83 FEET;  
THENCE ALONG SAID CURVE 36.89 FEET THROUGH A CENTRAL ANGLE OF 06°40'19";  
THENCE SOUTH 88°20'18" EAST, 11.85 FEET;  
THENCE SOUTH 02°59'13" WEST, 739.21 FEET;  
THENCE NORTH 88°35'03" WEST, 12.00 FEET;  
THENCE LEAVING SAID RIGHT OF WAY NORTH 88°35'03" WEST, 14.35 FEET;  
THENCE NORTH 03°15'08" EAST, 61.98 FEET;  
THENCE NORTH 02°53'47" EAST, 204.17 FEET;  
THENCE NORTH 03°01'56" EAST, 260.75 FEET;  
THENCE NORTH 03°10'52" EAST, 201.46 FEET TO A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 334.50 FEET;  
THENCE ALONG SAID CURVE 76.39 FEET THROUGH A CENTRAL ANGLE OF 13°05'03" TO A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET;  
THENCE ALONG SAID CURVE 59.06' FEET THROUGH A CENTRAL ANGLE OF 84°36'04";  
THENCE NORTH 74°41'54" EAST 3.49 FEET;  
THENCE SOUTH 15°18'06" EAST, 1.50 FEET;  
THENCE NORTH 86°13'39" EAST, 7.43 FEET;

THENCE SOUTH 88°14'56" EAST, 5.36 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 21,404 SQ FT OR 0.49 ACRES MORE OR LESS

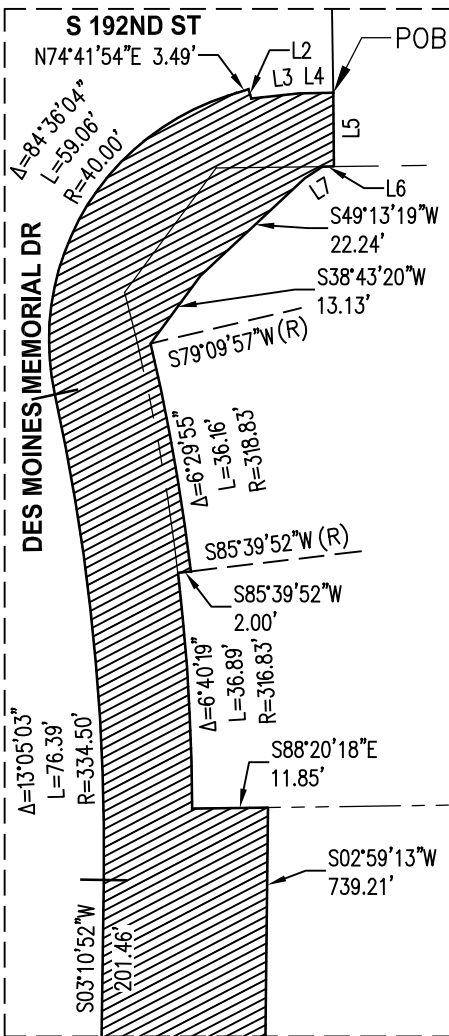


09/18/20

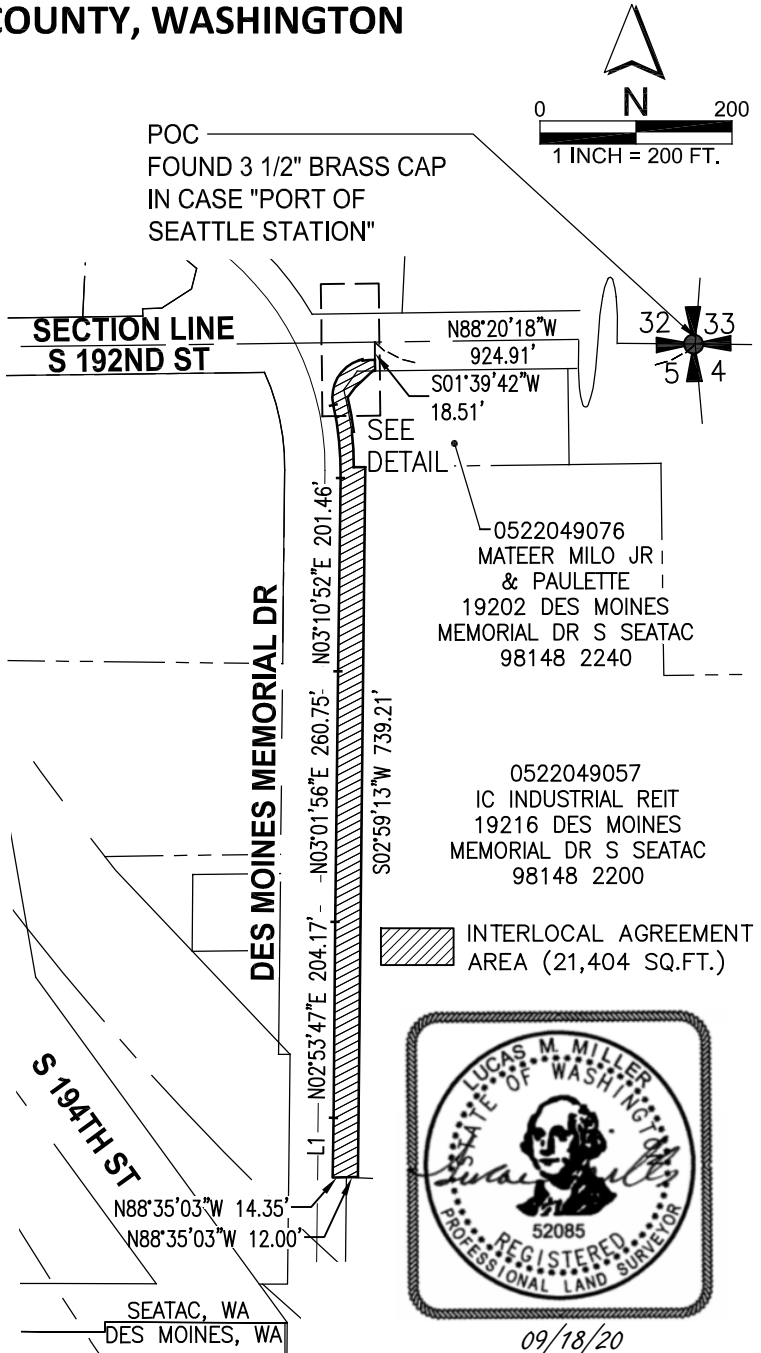
# EXHIBIT 3-B

## NE 1/4, NE 1/4, SECTION 5, TOWNSHIP 22 N, RANGE 4 E, W.M., KING COUNTY, WASHINGTON

Parcel Line Table		
Line #	Length	Direction
L1	61.98	N03°15'08"E
L2	1.50	S15°18'06"E
L3	7.43	N86°13'39"E
L4	5.36	S88°14'56"E
L5	11.49	S01°49'16"W
L6	1.80	N88°20'18"W
L7	3.36	S59°21'40"W



DETAIL  
1"=30'



**LAKE TO SOUND TRAIL  
SEGMENT C,  
CITY OF SEATAC  
INTERLOCAL AGREEMENT  
EXHIBIT 3 OF 8**

**EXHIBIT 4-A**

**INTERLOCAL AGREEMENT AREA  
LEGAL DESCRIPTION**

CITY OF SEATAC  
INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32;  
THENCE NORTH 88°20'18" WEST, 963.91 FEET ALONG THE SOUTH LINE OF SAID SECTION;  
THENCE NORTH 01°39'42" EAST, 17.11 TO THE **POINT OF BEGINNING**;  
THENCE NORTH 88°47'43" WEST, 11.12 FEET TO A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.50 FEET;  
THENCE ALONG SAID CURVE 27.60 FEET THROUGH A CENTRAL ANGLE OF 51°51'03";  
THENCE NORTH 52°03'22" EAST, 9.12 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF DES MOINES MEMORIAL DR;  
THENCE SOUTH 28°20'28" EAST 4.98 FEET ALONG SAID RIGHT OF WAY TO THE NORTHERLY RIGHT OF WAY OF S. 192<sup>ND</sup> ST;  
THENCE SOUTH 88°20'18" EAST, 25.68 FEET ALONG SAID RIGHT OF WAY;  
THENCE SOUTH 01°40'56" WEST, 12.89 FEET TO THE **POINT OF BEGINNING**.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

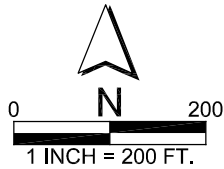
CONTAINING 389 SQ FT OR 0.009 ACRES MORE OR LESS



09/18/20

# EXHIBIT 4-B

SE 1/4, SE 1/4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M.,  
KING COUNTY, WASHINGTON

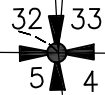


3223049030  
LENCI CORPORATION  
19102 DES MOINES  
MEMORIAL DR S SEATAC  
98148 1932

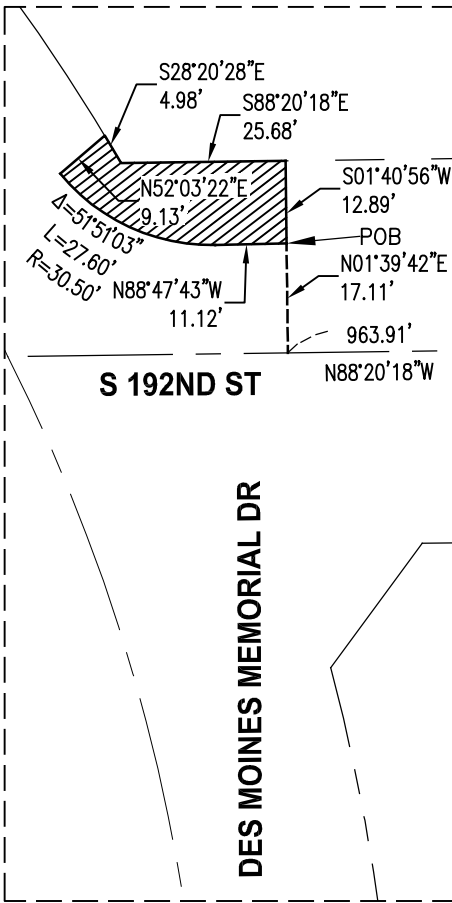
POC  
FOUND 3 1/2" BRASS CAP  
IN CASE "PORT OF  
SEATTLE STATION"

SECTION LINE  
S 192ND ST

N88°20'18"W 963.91'



SEE  
DETAIL



S 192ND ST

DES MOINES MEMORIAL DR

DES MOINES MEMORIAL DR


S 194TH ST

SEATAC, WA  
DES MOINES, WA



09/18/20

DETAIL  
1"=30'

 INTERLOCAL AGREEMENT  
AREA (389 SQ.FT.)

LAKE TO SOUND TRAIL  
SEGMENT C,  
CITY OF SEATAC  
INTERLOCAL AGREEMENT  
EXHIBIT 4 OF 8



**EXHIBIT 5-A**

**INTERLOCAL AGREEMENT AREA  
LEGAL DESCRIPTION**

CITY OF SEATAC  
INTERLOCAL AGREEMENT

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5;  
THENCE NORTH  $88^{\circ}20'18''$  WEST, 1085.30 FEET ALONG THE NORTH LINE OF SAID SECTION;  
THENCE SOUTH  $01^{\circ}39'42''$  WEST, 17.00 TO THE **POINT OF BEGINNING**;  
THENCE SOUTH  $88^{\circ}46'57''$  EAST, 41.96 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET;  
THENCE ALONG SAID CURVE 27.07 FEET THROUGH A CENTRAL ANGLE OF  $51^{\circ}42'24''$  TO THE BEGINNING OF A CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH  $54^{\circ}17'10''$  WEST, HAVING A RADIUS OF 51.73 FEET;  
THENCE ALONG SAID CURVE 21.87' FEET HAVING A CENTRAL ANGLE OF  $24^{\circ}13'18''$ ;  
THENCE SOUTH  $75^{\circ}14'47''$  WEST, 21.80 FEET TO WESTERLY RIGHT OF WAY OF DES MOINES MEMORIAL DR. AND NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH  $74^{\circ}25'03''$  WEST, HAVING A RADIUS OF 244.83 FEET;  
THENCE ALONG SAID CURVE 25.25 FEET THROUGH A CENTRAL ANGLE OF  $05^{\circ}54'36''$  TO THE SOUTHERLY RIGHT OF WAY OF S. 192ND ST;  
THENCE NORTH  $88^{\circ}20'17''$  WEST, 45.11 FEET ALONG SAID RIGHT OF WAY;  
THENCE NORTH  $01^{\circ}09'02''$  EAST, 13.00 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

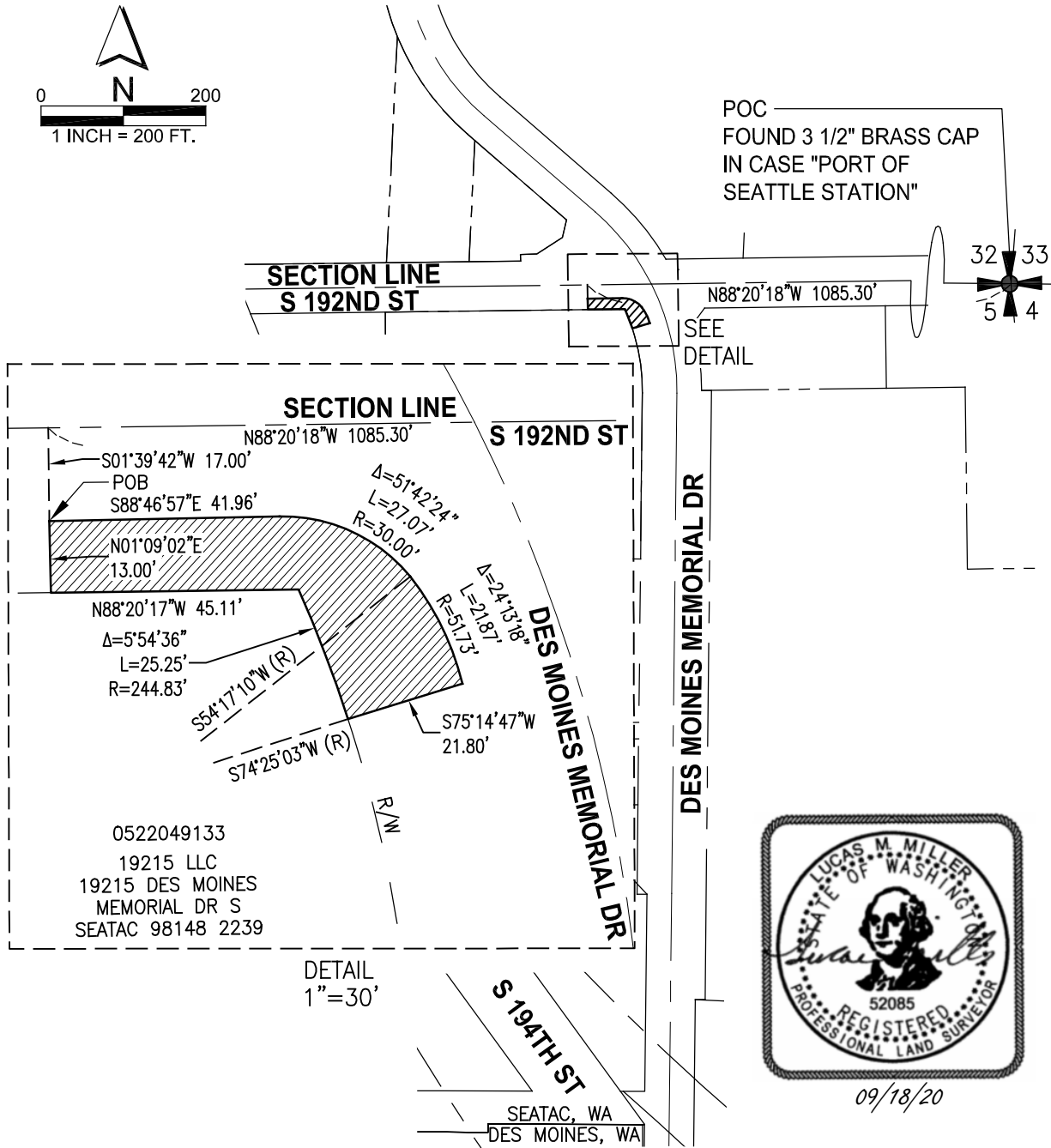
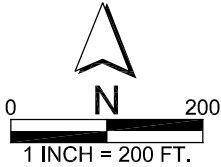
CONTAINING 1,261 SQ FT OR 0.03 ACRES MORE OR LESS



09/18/20

# EXHIBIT 5-B

## NE 1/4, NE 1/4, SECTION 5, TOWNSHIP 22 N, RANGE 4 E, W.M., KING COUNTY, WASHINGTON



0522049133  
19215 LLC  
19215 DES MOINES  
MEMORIAL DR S  
SEATAC 98148 2239

DETAIL  
1"=30'

INTERLOCAL AGREEMENT  
AREA (1,261 SQ.FT.)

**LAKE TO SOUND TRAIL  
SEGMENT C,  
CITY OF SEATAC  
INTERLOCAL AGREEMENT  
EXHIBIT 5 OF 8**

**EXHIBIT 6-A**

**INTERLOCAL AGREEMENT AREA  
LEGAL DESCRIPTION**

CITY OF SEATAC

INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32;  
THENCE NORTH 88°20'18" WEST, 1128.81 FEET ALONG THE SOUTH LINE OF SAID SECTION;  
THENCE NORTH 01°39'42" EAST, 34.47 FEET TO THE **POINT OF BEGINNING**;  
THENCE NORTH 20°30'44" WEST, 9.30 FEET;  
THENCE NORTH 48°43'37" WEST, 3.38 FEET TO THE NORTHERLY RIGHT OF WAY OF S. 192ND ST;  
THENCE NORTH 16°17'11" EAST, 31.52 FEET;  
THENCE NORTH 46°44'04" WEST, 148.02 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 330.47 FEET;  
THENCE ALONG SAID CURVE 299.06 FEET THROUGH A CENTRAL ANGLE OF 51°50'58";  
THENCE NORTH 05°06'54" EAST, 196.97 FEET;  
THENCE NORTH 88°24'24" WEST, 2.00 FEET;  
THENCE NORTH 05°06'54" EAST, 396.49 FEET;  
THENCE NORTH 88°33'24" WEST, 436.60 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROUTE 509;  
THENCE NORTH 14°48'12" EAST, 34.95 FEET ALONG SAID RIGHT OF WAY;  
THENCE SOUTH 88°33'24" EAST, 37.90 FEET;  
THENCE SOUTH 05°06'54" WEST, 9.02 FEET;  
THENCE SOUTH 88°33'24" EAST, 159.33 FEET;  
THENCE NORTH 05°06'54" EAST, 9.02 FEET;  
THENCE SOUTH 88°33'24" EAST 255.82 FEET;  
THENCE SOUTH 05°06'54" WEST, 62.98 FEET;  
THENCE SOUTH 05°05'37" WEST, 342.21 FEET;  
THENCE SOUTH 05°07'41" WEST, 41.28 FEET;  
THENCE SOUTH 05°07'42" WEST, 182.61 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 306.05 FEET;  
THENCE ALONG SAID CURVE 276.94 FEET THROUGH A CENTRAL ANGLE OF 51°50'47";  
THENCE SOUTH 46°43'04" EAST, 151.45 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 31.50 FEET;

THENCE ALONG SAID CURVE 64.33 FEET THROUGH A CENTRAL ANGLE OF 117°00'51";  
THENCE SOUTH 70°17'46" WEST, 11.85 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

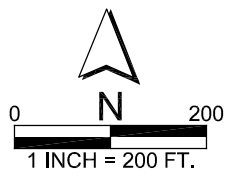
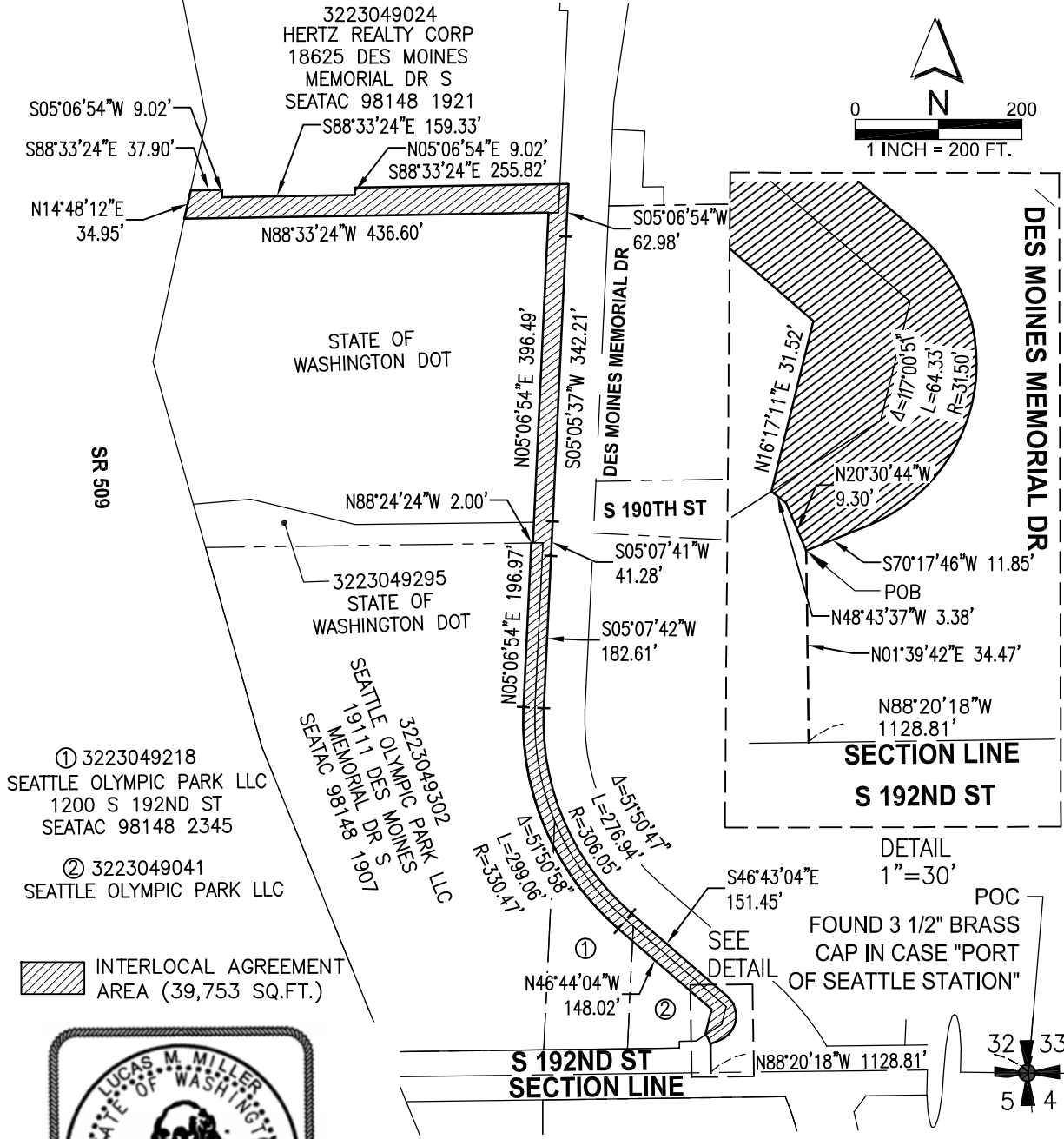
CONTAINING 39,753 SQ FT OR 0.91 ACRES MORE OR LESS



09/18/20

# EXHIBIT 6-B

## SE 1/4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M., KING COUNTY, WASHINGTON



09/18/20

**LAKE TO SOUND TRAIL  
SEGMENT C,  
CITY OF SEATAC  
INTERLOCAL AGREEMENT  
EXHIBIT 6 OF 8**

**EXHIBIT 7-A**

**INTERLOCAL AGREEMENT AREA  
LEGAL DESCRIPTION**

CITY OF SEATAC  
INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32,  
TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32;  
THENCE NORTH  $04^{\circ}52'54''$  EAST, 493.48 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF  
SECTION 32;  
THENCE SOUTH  $85^{\circ}07'06''$  EAST, 15.67 FEET TO THE **POINT OF BEGINNING** AND BEGINNING OF A NON-  
TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH  $52^{\circ}56'22''$  EAST HAVING A  
RADIUS OF 68.11 FEET;  
THENCE ALONG SAID CURVE 56.80 FEET THROUGH A CENTRAL ANGLE OF  $47^{\circ}46'40''$  TO THE  
SOUTHWESTERY RIGHT OF WAY OF DES MOINES MEMORIAL DR;  
THENCE SOUTH  $50^{\circ}08'50''$  EAST, 27.18 FEET ALONG SAID RIGHT OF WAY TO THE SOUTHEASTERLY RIGHT  
OF WAY OF 8<sup>TH</sup> AVENUE S.;  
THENCE SOUTH  $57^{\circ}54'37''$  WEST, 52.56 FEET ALONG SAID RIGHT OF WAY;  
THENCE NORTH  $52^{\circ}56'22''$  WEST, 30.78 FEET TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

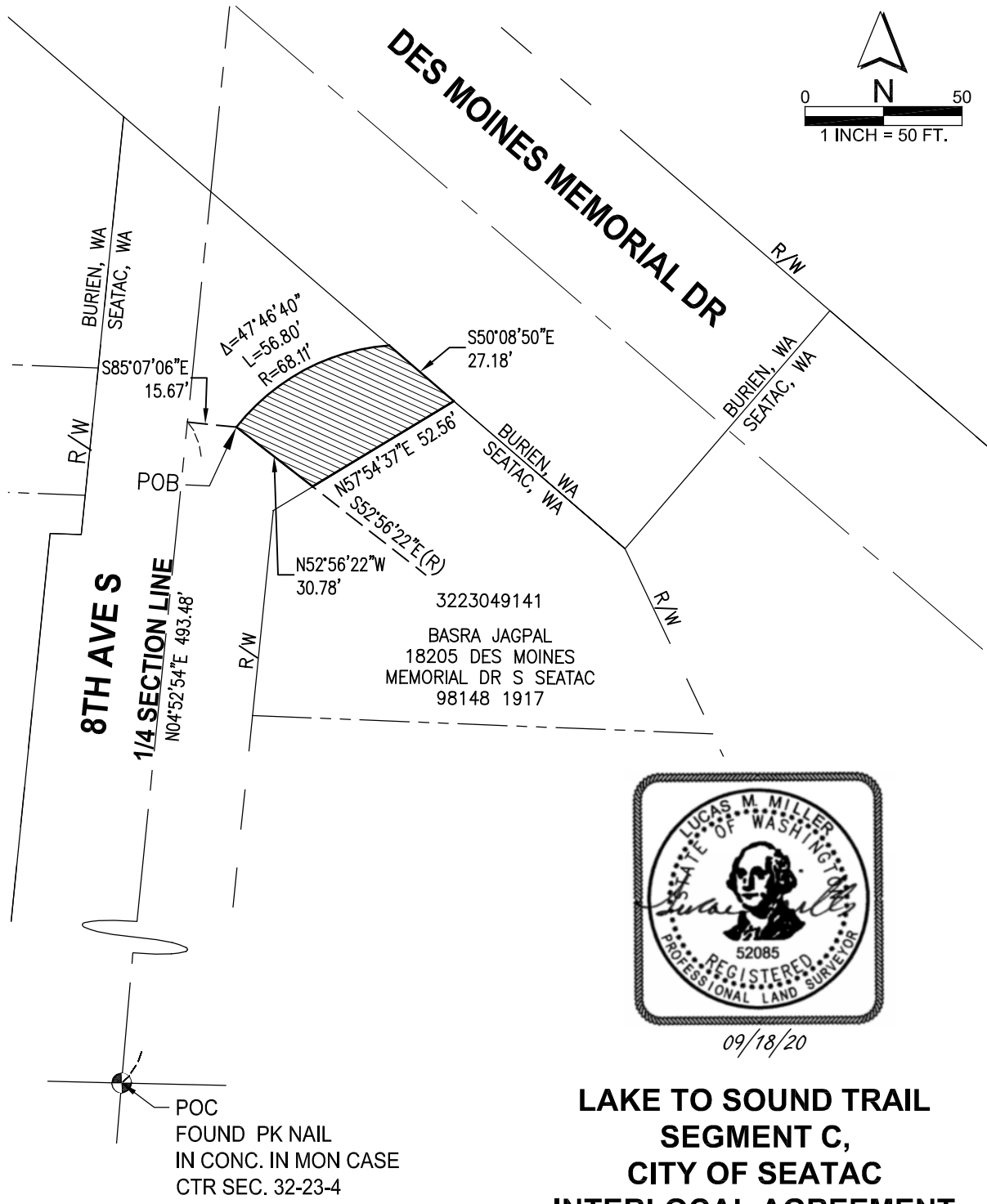
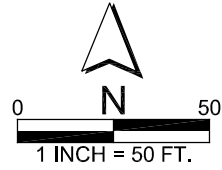
CONTAINING 1,671 SQ FT OR 0.04 ACRES MORE OR LESS



09/18/20

# EXHIBIT 7-B

SW 1/4, NE 1 /4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M.,  
KING COUNTY, WASHINGTON




3223049141  
BASRA JAGPAL  
18205 DES MOINES  
MEMORIAL DR S SEATAC  
98148 1917



09/18/20

**LAKE TO SOUND TRAIL  
SEGMENT C,  
CITY OF SEATAC  
INTERLOCAL AGREEMENT  
EXHIBIT 7 OF 8**

 INTERLOCAL AGREEMENT  
AREA (1,671 SQ.FT.)

POC  
FOUND PK NAIL  
IN CONC. IN MON CASE  
CTR SEC. 32-23-4

**EXHIBIT 8-A**

**INTERLOCAL AGREEMENT AREA  
LEGAL DESCRIPTION**

CITY OF SEATAC  
INTERLOCAL AGREEMENT

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32,  
TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN IN KING COUNTY, WASHINGTON  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 32;  
THENCE NORTH 04°52'54" EAST, 581.42 FEET ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF  
SECTION 32;  
THENCE NORTH 85°07'06" WEST, 20.26 FEET TO THE **POINT OF BEGINNING**;  
THENCE NORTH 85°07'06" WEST, 9.74 FEET TO THE NORTHWESTERLY RIGHT OF WAY OF 8TH AVE S.;  
THENCE NORTH 04°52'54" EAST, 6.81 FEET ALONG THE SAID RIGHT OF WAY TO THE SOUTHWESTERLY  
RIGHT OF WAY OF DES MOINES MEMORIAL DR.;  
THENCE SOUTH 50°08'50" EAST, 11.88 FEET ALONG SAID RIGHT OF WAY TO THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

CONTAINING 33 SQ FT MORE OR LESS

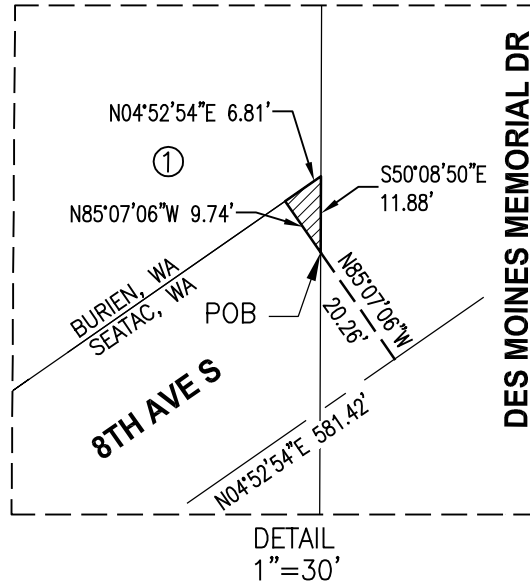
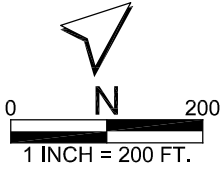


09/18/20




# EXHIBIT 8-B

SE 1/4, NW 1/4, SECTION 32, TOWNSHIP 23 N, RANGE 4 E, W.M.,  
KING COUNTY, WASHINGTON



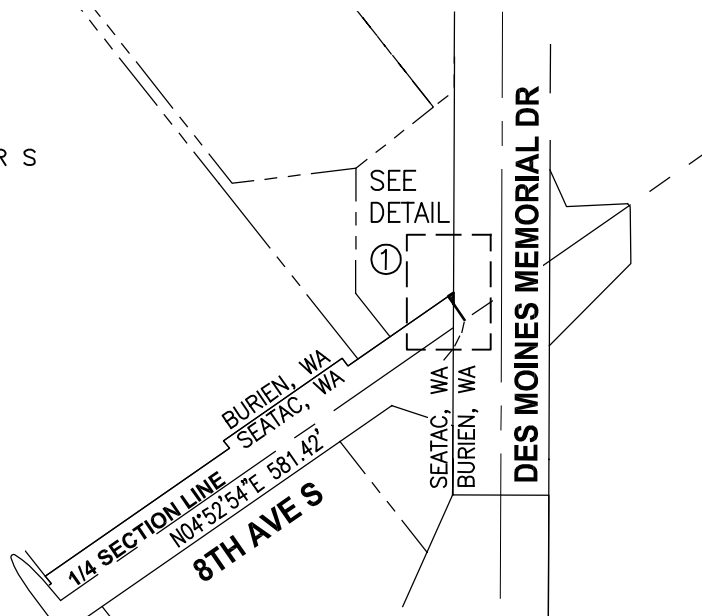
① 3223049196  
SOUTH YARD LLC  
18203 DES MOINES MEMORIAL DR S  
BURIEN 98148

 INTERLOCAL AGREEMENT  
AREA (33 SQ.FT.)

POC  
FOUND PK NAIL  
IN CONC. IN MON CASE  
CTR SEC. 32-23-4



09/18/20



LAKE TO SOUND TRAIL  
SEGMENT C,  
CITY OF SEATAC  
INTERLOCAL AGREEMENT  
EXHIBIT 8 OF 8

---

Return Address:  
King County  
Department of Natural Resources & Parks  
Parks and Recreation Division  
201 S. Jackson St., Room 700  
Seattle, WA 98104-3855

**EXHIBIT D**  
**Form of Restrictive Covenant**

---

**LAKE TO SOUND TRAIL SEGMENT C**  
**RESTRICTIVE COVENANT**

**Grantor:** City of SeaTac, a municipal corporation of the State of Washington

**Grantee:** King County, a political subdivision of the State of Washington

**Full Legal Description:** See Exhibit A to this Restrictive Covenant

**Legal Description (abbr.):** Portions of NE 1/4 & SE 1/4 Sec. 32, Twn. 23, Rng. 4 E WM and portions of NE 1/4, Sec. 5, Twn. 22, Rng. 4 E WM, and NW 1/4, Sec. 4, Twn. 22, Rng. 4 E WM.

An area of land lying within those parcels described in KC recording Nos. **Fill in Deed numbers here from acquisitions after recording (fee properties)**

**Assessor's Tax Parcel Nos.:** N/A

This restrictive covenant for trail purposes ("Covenant") dated for convenience as the \_\_\_ day of \_\_\_\_\_, 20 \_\_, and is made and executed by and between the City of SeaTac, a municipal corporation of the State of Washington ("City") and King County, a political subdivision of the State of Washington ("County"), effective on the last date signed below.

**RECITALS**

A. On \_\_\_\_\_, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct on property owned by the City a portion of what is known as Segment C of the Lake to Sound Trail, a segment of trail beginning at the existing trail head for the Des Moines Creek Trail on South 200<sup>th</sup> Street, following South 200<sup>th</sup> Street, 18<sup>th</sup> Avenue South, South 196<sup>th</sup> Street and Des Moines Memorial Drive in a northwesterly direction. The trail enters WSDOT right-of-way and the portion of the trail in the City of SeaTac ends at the intersection of Des Moines Memorial Drive and 8<sup>th</sup> Avenue South. The portion of Segment C within the boundaries of the City of SeaTac, subject to the Interagency Agreement, is known as the "Project."

B. The City holds fee simple title to a portion of the Project, which portion is legally described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”).

C. The Interagency Agreement provides that, after construction by the County and recording of this Covenant, the County will assign easements and transfer ownership of the Project improvements to the City. The City will provide long-term maintenance and operation of the Project as a regional trail.

D. The County represents that its construction of Segment C is in part with County levy funds pursuant to King County Ordinance 17941, which authorizes use of said funds to develop real property and rights of way for regional trails.

E. RCW 36.89.050 authorizes the County to construct a park or recreational facility and transfer to a city the County’s ownership interest in that facility provided such transfer is “subject to the condition that either the facility shall continue to be used for the same purposes or that other equivalent facilities within the [C]ounty shall be conveyed to the [C]ounty in exchange therefor.”

F. Segment C is a critical segment of the larger regional Lake to Sound Trail, extending from the southern end of Lake Washington to Puget Sound, and will provide recreational and health benefits to residents of the City and the County.

G. The City agreed in the Interagency Agreement, and hereby further acknowledges, that because the Property is a critical segment of the Lake to Sound Trail, there are no equivalent facilities within the County that would serve the same purpose.

H. The City acknowledges that recording of this Covenant is a mechanism to fulfill the obligations of RCW 36.89.050 and the Interagency Agreement.

## **AGREEMENT**

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City hereby binds itself, its successors and assigns to the permanent restrictive covenants identified herein, which covenants shall run with the land and burden the Property for the sole benefit of the County and the County's interests in the other park, open space and trail facilities that make up the King County system of parks, trails, and recreational facilities. The City and the County agree that the County and its successors in interest shall have standing to enforce these covenants. The City and the County further agree and declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the City and its successors and assigns and all subsequent owners of interests in the Property,

and to the County and its successors and assigns.

## COVENANTS

1. The City covenants that the Property shall be used in perpetuity for a regional shared-use trail accessible to the general public on which bicycling, walking, hiking, running, skating, and other non-motorized uses are allowed, which provides recreational opportunities and enhances regional mobility (hereafter “Regional Trail”) or that other equivalent facilities shall be made in exchange therefore. The County acknowledges that the provision to allow for equivalent facilities will allow for the revision or realignment of road right of way and signal as may be needed or desired by and at the discretion of the City.

2. The City understands that the Property is part of the Lake to Sound Trail and covenants that the City’s Park Rules and Regulations apply to the Property except as may be modified or supplemented by the following rules which the County intends to apply across the entirety of the Lake to Sound Trail:

(a) No person shall cause a motorized vehicle to enter or operate upon the Property without express permission of the City or the County.

(b) No person shall travel on the Property at a speed greater than is reasonable and prudent under the conditions or in an otherwise negligent manner.

(c) No person shall camp on the Property.

(d) All persons must keep dogs or other pets or domestic animals on a leash, and under control at all times. Any person whose dog or other pet is on the Property shall be responsible for the conduct of the animal and for removing feces deposited by such animal from the Property.

(e) No person shall allow his or her dog or other pet or domestic animal to bite or in any way molest or annoy visitors to the Property or to bark continuously or otherwise disturb the peace and tranquility of the Property.

(f) No person shall use tobacco products on the Property.

(g) No person shall leave rubbish or other material on the Property, except in a garbage can or other receptacle designated for those purposes.

(h) No person shall enter or be present on the Property during hours that the Regional Trail is closed except persons authorized by the City or the County.

(i) No person shall destroy or damage the Property. No person shall disturb, injure or remove any vegetation or animal on the Property unless expressly authorized to do so by the City or the County.

(j) No person shall enter or remain or loiter about the Property while in a state of intoxication.

3. The City covenants that it will not transfer or convey the Property, or any portion thereof, except by agreement between the parties providing that such lands shall continue to be used for a Regional Trail.

4. The City covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents.

5. The City covenants that any and all user fees charged for use of the Property for Regional Trail purposes, including charges imposed by any lessees, concessionaires, service providers, and/or other assignees shall be at the same rate for non-city residents as for city residents.

6. The City acknowledges that the County will record this Covenant in the records of King County with the intent that it appear as notice on title of the Property.

7. Remedies. The County, its successors, designees, or assigns shall have the following remedies against the City, its successors, designees, or assigns for violation of this Covenant:

(a) Default. If the City fails to observe or perform any of the terms, conditions, obligations, restrictions, covenants, representations or warranties of this Covenant, and if such noncompliance is not corrected as after the County has provided written notice and provided the City with a reasonable opportunity to comply, then such noncompliance shall be considered an event of default.

(b) County's Remedies. In the case of the City's default, the County shall be entitled to all remedies in law or in equity against the City, including without limitation any rights: (1) to compel specific performance by the City of its obligations under this Covenant, and (2) to restrain by injunction the actual or threatened commission or attempt of a breach of this Covenant and to obtain a judgment or order specifically prohibiting a violation or breach of this Covenant.

(c) Delay. Delay in enforcing the provisions hereof as to any breach or violation shall not impair, damage or waive the right of the County to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation or any other breach or violation thereof at any later time or times.

8. Indemnification. In addition to and separate from the remedy provisions in Section 7 of this Covenant, each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Covenant or the exercise of any right or obligation under this Covenant by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is

fully responsible for the acts and omissions of its own contractors and franchisees, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. Notice. Notice shall be sent to:

King County:

Director's Office  
King County Department of Natural  
Resources and Parks  
Rm 700, King Street Center  
201 S. Jackson Street  
Seattle, WA 98104

City of SeaTac:

Director of Parks, Community  
Programs and Services  
City of SeaTac  
4800 South 188<sup>th</sup> St.  
SeaTac, WA 98188

With a copy to:

King County Prosecuting Attorney's  
Office  
Attn: Chief Civil Deputy  
516 Third Avenue W400  
Seattle, WA 98104

With a copy to:

Office of the City Attorney  
Attn: City Attorney  
4800 South 188<sup>th</sup> St. SeaTac, WA  
98188

Any notices required to be given by the Parties shall be delivered at the addresses set forth above. Any notices may be delivered (i) by personal service on the addressee of the notice, (ii) by deposit with a nationally recognized overnight delivery service, or (iii) by deposit as registered or certified mail in the United States mail, postage prepaid. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. Any person delivering notice via an overnight delivery service shall be responsible to confirm delivery.

10. Severability. If any provision of this Covenant shall be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

11. Amendments. This Covenant shall be amended only by a written instrument executed by the Parties hereto or their respective successors in title, and duly recorded in the real property records of King County, Washington.

12. Governing Law. This Covenant shall be governed by the laws of the state of Washington. Venue for any action concerning this Covenant shall be in King County, Washington.

IN WITNESS WHEREOF, the City and the County have executed this Covenant on the dates set forth below.

CITY OF SEATAC, a  
A Washington State municipal corporation

By \_\_\_\_\_ Carl C. Cole, City Manager

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

Approved as to Legal Form

\_\_\_\_\_  
Mary Mirante Bartolo  
SeaTac City Attorney

KING COUNTY, a  
political subdivision of the State of Washington

By \_\_\_\_\_

Name \_\_\_\_\_

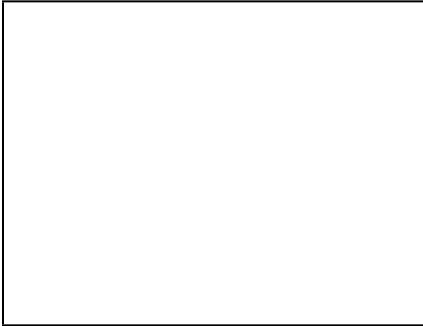
Its \_\_\_\_\_

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Carl C. Cole 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 CITY MANAGER of the CITY OF SEATAC, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



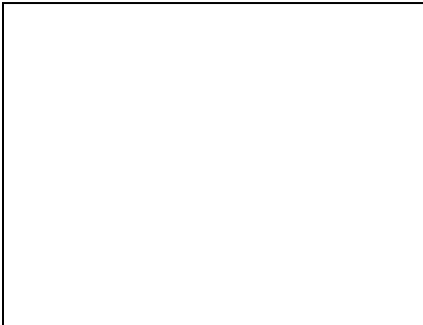
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\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

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, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



(Use this space for notarial stamp/seal)

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



## EXHIBIT E

### Permanent Sign Easement

Recording Requested By And  
When Recorded Mail To:

King County  
Department of Natural Resources & Parks  
Parks and Recreation Division  
201 S. Jackson St., Room 700  
Seattle, WA 98104-3855

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### PERMANENT SIGN EASEMENT

**Grantor:** City of SeaTac, a municipal corporation of the State of Washington

**Grantee:** King County, a political subdivision of the State of Washington

**Full Legal Description:** See Exhibit A & B

**Abbreviated Legal Desc:** Portions of NE 1/4 & SE 1/4 Sec. 32, Twn. 23, Rng. 4 E WM, and portions of NE 1/4, Sec. 5, Twn. 22, Rng. 4 E WM and NW 1/4, Sec. 4, Twn. 22, Rng. 4 E WM.

**Assessor's Tax Parcel Nos. :** N/A.

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, the City of SeaTac, a municipal corporation of the State of Washington ("Grantor"), does hereby grant to King County, a political subdivision of the State of Washington and its successors, assigns, and agents ("Grantee"), a permanent non-exclusive easement on, over, and across portions of the real property legally described as the "Permanent Sign Easement Area(s)" on Exhibit A and depicted on Exhibit B hereto, which Exhibits are incorporated herein by this reference ("Easement"). The Grantor warrants that all owners of the Permanent Sign Easement Area(s) have executed this document.

This Easement is granted for the purposes of accessing and constructing, inspecting, reconstructing, maintaining, improving, modifying, and repairing no less than five (5) and no more than twenty (20) marking sculptures or place- making features on City Property and WSDOT right

of way, providing information to educate the public concerning Lake to Sound Regional Trail (“Signs”). This does not include regulatory signs related to directing trail traffic. The Grantee shall provide the Grantor a detailed sign inventory once all place-making features are installed.

Grantee shall have the right at such time as may be necessary and at the Grantee’s sole discretion, to enter upon the Property and to have unimpeded access to, in, and through the Permanent Sign Easement Area(s) for the purposes of exercising the Grantee’s rights as described herein.

Grantor shall not conduct, authorize, or allow actions that remove, alter, obstruct the view of, or otherwise interfere with any improvements installed by Grantee within the Permanent Sign Easement Area(s), without the prior written approval of Grantee. Except as provided in this paragraph, neither Grantor nor Grantee is hereby obligated to future maintenance, repair, or other action related to the above-described exercise of easement rights.

In the event Grantee abandons this Easement, Grantee shall remove the Signs and fill holes constructed in the ground by Grantee, or shall otherwise restore the property upon which the Signs are located to the same or similar condition as it was immediately before Grantee entered the Permanent Sign Easement Area.

Grantor and Grantee each agree to protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind (“Actions”) arising out of, in connection with, or incident to the exercise of its rights or obligations under this Easement, except to the extent such Actions arise out of or result from the negligent acts or omissions of the other party. Each party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees, and agents acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor’s employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The Easement granted hereby, and the rights, duties, limitations, and obligations herein created, shall run with the land, shall burden the Permanent Sign Easement Area(s), and shall be binding upon the Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement as of the day and year last signed below.



STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

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

Witness my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
  (City, State)  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)

Return Address:  
City Clerk / Parks Department  
City of SeaTac  
4800 South 188<sup>th</sup> St.  
SeaTac, WA 98188

**EXHIBIT F**  
**Quit Claim Bill of Sale**

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**LAKE TO SOUND TRAIL SEGMENT C**  
**QUIT CLAIM BILL OF SALE**

Grantor: King County, a political subdivision of the State of Washington  
Grantee: The City of SeaTac, a municipal corporation of the State of Washington  
Legal Description (abbr.): Portions of NE 1/4 & SE 1/4 Sec. 32, Twn. 23, Rng. 4 E and portions of NE 1/4, Sec. 5, Twn. 22, Rng. 4 E, and NW 1/4, Sec. 4, Twn. 22, Rng. 4 E, Assessor's Tax Parcel No.: 052204-9076, 322304-9032, 322304-9024

This Quit Claim Bill of Sale is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ between King County a political subdivision of the State of Washington (Grantor) and the City of SeaTac, a municipal corporation of the State of Washington ("Grantee"), collectively referred to as the "Parties."

**WITNESSETH:**

A. On \_\_\_\_\_, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct a portion of what is known as Segment C of the Lake to Sound Trail. Segment C extends 2.2 miles connecting the south terminus of Segment B to the Des Moines Creek Trail at South 200th Street, generally following the SR 509 Completion Project alignment. This segment utilizes SR 509 right of way owned by Washington State Department of Transportation ("WSDOT ROW") and the Easement Areas on private properties.

The portion of Segment C within the City of SeaTac ("the Project") will be located substantially within the street right of way for Des Moines Memorial Drive, 18<sup>th</sup> Avenue South and South 196<sup>th</sup> Street ("City Property") and within the WSDOT ROW. Segment C will also be located on easements crossing \_\_\_\_\_ private parcels ("Easement Areas") and an off-site mitigation area in Des Moines Creek Park.

B. The Interagency Agreement provides that, after construction of the Project by the County and the recording of a Restrictive Covenant by the City requiring the property on which the trail was built to be used in perpetuity for a Regional Trail, the County will transfer to the City ownership of the Project improvements located on or within real property within the right of way of 8<sup>th</sup> Avenue South, Des Moines Memorial Drive, 18<sup>th</sup> Avenue South, South 196<sup>th</sup> Street and South 200<sup>th</sup> Street (“Right of Way Property”), legally described in **Exhibit A** and depicted in figures shown in **Exhibit B** attached hereto and incorporated herein by reference.

C. All of the conditions and circumstances set forth in the Interagency Agreement for transfer of ownership of the Project improvements have been met.

NOW THEREFORE, in consideration of the mutual covenants between the Parties recited herein, the receipt and adequacy of which is hereby acknowledged, Grantor hereby absolutely and unconditionally quitclaims, grants, sells, transfers, releases, confirms and delivers to Grantee, all of Grantor’s right, title and interest in and to any and all Project improvements, fixtures, equipment, furnishings, and other tangible property owned by Grantor and located on the property described in Exhibits A and B, including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railings, retaining walls, rebar, wire fabric, and landscaping (“Improvements”); EXCEPT Grantor does not quitclaim, grant, sell, transfer, release, confirm or deliver to Grantee any of Grantor’s right, title and interest in any improvements on the Right of Way Property installed by Grantor pursuant to the Permanent Sign Easement entered into between the City of SeaTac and King County, recorded in the records of King County under recording No.

The Grantee agrees to release, protect, defend, indemnify and save harmless the Grantor, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind (“Claims”) relating to, arising out of, or in connection with or incident to the use by any person of the Improvements that occur on or after the effective date of this Quit Claim Bill of Sale.

The Grantor and Grantee agree that the transfer and sale of the Improvements is “as is where is” and that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements and is not responsible for any maintenance, repairs, service or defect in the Improvements or the operation and use of the Improvements.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: KING COUNTY

GRANTEE: CITY OF SEATAC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Carl Cole

Its \_\_\_\_\_

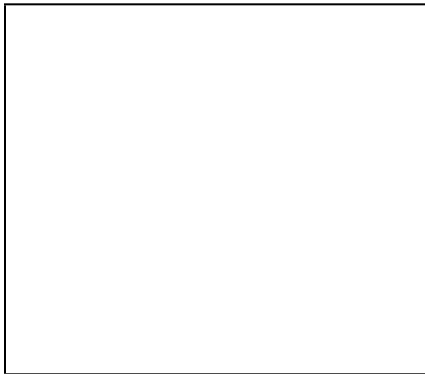
Its City Manager

ATTEST:

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

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

Witness my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
(City, State)  
My commission expires \_\_\_\_\_

(Use this space for notarial stamp/seal)





## EXHIBIT G

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### LAKE TO SOUND TRAIL SEGMENT C Wetland Mitigation Maintenance Agreement

This Wetland Mitigation Maintenance Agreement (“Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_, 20 \_\_, and is made and executed by and between the City of SeaTac, a municipal corporation of the State of Washington (“City”) and King County, a political subdivision of the State of Washington (“County” or “County Parks”).

#### RECITALS

A. On \_\_\_\_\_, the City and the County entered into an Interagency Agreement (“IA”) in which the County agreed to fund and construct a 2.2-mile segment of what will ultimately be the 16-mile Lake to Sound Trail. Part of the 2.2-mile segment is on property owned by the City and is referred to as Segment C of the Lake to Sound Trail. Segment C extends from the intersection of Des Moines Memorial Drive and South Normandy in Burien to the Des Moines Creek Trailhead at South 200<sup>th</sup> Street in SeaTac and includes the installation of stream buffer and wetland buffer mitigation improvements on SeaTac and WSDOT properties. The portion of Segment C within the boundaries of the City and subject to the IA is known as “the Project.” This Agreement is a part of that IA.

B. City holds fee simple title to the following properties: **Assessor’s Tax Parcel Nos.: 0422049031, 6663000101 and 5251100095** (“the Property”). Permit LUA15-000257 SSDP, S-CUP, S-V authorizes development of Segment C of the Lake to Sound Trail and requires as a condition of development that mitigation be performed on wetlands located on the Property (“Wetland Mitigation Maintenance”).

C. The approved mitigation plan per US Army Corps of Engineers Reference #NWS-2018-1080\_DOT, Nation Wide Permit #14 for Lake to Sound Trail Segment C includes enhancement of approximately 1.26 acres, except any portion transferred to WSDOT for the SR 509 project, of wetland buffer at the designated mitigation site (Exhibit G-1). Impacts to wetland buffers will be compensated for with removal of invasive species and installation of native plant species in a portion of SeaTac’s Des Moines Creek Park. Such plantings are expected to control the spread of invasive species. The County will conduct all required Wetland Mitigation Maintenance on the Property.

D. The City agrees to grant the County access to the Property for the purpose of conducting the Wetland Mitigation Maintenance.

E. This Agreement sets forth the duties and responsibilities of the Parties related to Wetland Mitigation Maintenance on the Property.

F. Mitigation Goal and Objectives

**Goal:** Enhance 1.26 acre of wetland and stream buffer to native forested upland. Achievement of this goal is expected to increase the production of organic matter by planting trees and shrubs in the enhanced buffer; increase wildlife habitat; and improve biological diversity by planting with a variety of native riparian plant species.

- **Objective 1:** Limit invasive non-native species at all mitigation site plantings areas.

**Performance Standards:**

Years 1-2 The occurrence of noxious weeds, including Himalayan blackberry (*Rubus armeniacus*), cutleaf blackberry (*Rubus laciniatus*), scotch broom (*Cytisus scoparius*), Canada thistle (*Cirsium arvense*), bull thistle (*Cirsium vulgare*), English ivy (*Hedera helix*), holly (*Ilex aquifolium*), knotweed (*Polygonum cuspidatum and others*), and reed canarygrass (*Phalaris arundinacea*) will not exceed 10 percent areal cover in all planting areas.

Years 3-5 The occurrence of noxious weeds (as noted above) will not exceed 20 percent areal cover in all planting areas.

- **Objective 2:** Re-establish native forested conditions in the enhanced buffer area.

**Performance Standard:**

Year 1 Survival of planted woody species in enhanced wetland area will be at least 80 percent.

Year 2 Native woody species will achieve a minimum of 15 percent areal cover in the enhanced wetland/stream buffer area.

Year 3 Native woody species will achieve a minimum of 35 percent areal cover in the enhanced wetland/stream buffer area.

Year 5 Native woody species will achieve a minimum of 60 percent areal cover in the enhanced wetland/stream buffer area.

- **Objective 3:** Provide upland wildlife habitat.

**Performance Standard:**

Increase in areal cover of native woody species in the enhanced buffer, as measured in Objectives 1 and 2, to be used as a surrogate to indicate increasing habitat functions.

- **Objective 4:** Protect the mitigation site from anthropogenic disturbance.

**Performance Standard:**

Years 1–5      Conduct yearly qualitative monitoring to assess the status of the site during the five-year monitoring period for human disturbance, including but not limited to filling, trash, and vandalism.

NOW, THEREFORE, and in consideration of the terms, conditions, and performances contained herein, the Parties mutually agree as follows:

**AGREEMENT**

The County shall conduct the following maintenance activities on the Property:

1. Maintenance Activities
  - A. Planting Areas
    1. Weed Control
      - a. County Parks will ensure the site is kept free of weeds and invasive vegetation. Aerial coverage of non-regulated weeds and invasive vegetation shall not exceed 20 percent. There shall be zero tolerance for Regulated Class A, B, or C weeds as described in the King County Noxious Weed List. They shall be removed immediately upon identification. Current weed lists can be obtained at the following link:  
<http://www.kingcounty.gov/environment/animalsAndPlants/noxious-weeds.aspx>
      - b. Mechanical means of removal (i.e., hand removal) and Integrated Pest Management (IPM) Best Management Practices shall be used as alternatives to chemical treatment of weeds whenever feasible. The County IPM plan is described at the following link:  
<http://www.kingcounty.gov/environment/animals-and-plants/noxious-weeds/weed-control-practices/ipm.aspx>
      - c. County Parks shall use chemical applications only as a last resort and only after other methods of weed control are proven ineffective. For protection of water quality, even when outside aquatic areas, only chemical products as defined by the Washington State Department of Ecology Aquatic Pesticide Permit may be used. The current list of products approved for use by the Washington State Department of Ecology are listed here:

<http://www.ecy.wa.gov/programs/wq/pesticides/regpesticides.html>

2. Plant Removal and Installation

Dead plants will be removed from sites and disposed of in accordance with all local, state, and federal regulations. Except for specific noxious weed species for which disposal in a landfill is required, all vegetative matter shall be composted at a permitted compost facility. All dead and downed woody material will be left in place to provide microhabitats for wildlife.

New plants shall be installed as needed to meet the Performance Standard requirements above. All plants shall be sourced locally from growers within 100 miles of King County.

3. Pruning

Plantings sites with native shrubs and trees shall only be pruned if they encroach on adjacent private properties or right-of-way (i.e., roads or trails). Unless otherwise specified by City, native shrubs and trees adjacent to regional trails shall be maintained to keep a minimum five-foot clear zone from the edge of pavement. All debris from pruning shall be removed from the property at the end of each workday and disposed of offsite.

4. Watering

County Parks will be responsible for watering mitigation sites planted less than three years at least one time each month starting in May through September. County Parks will determine if additional water days are needed to maintain plant health.

5. Fertilizing

County Parks will avoid the use of chemical fertilizers if possible and may elect to use either chemical or natural fertilizers to help enhance plant survivability. If fertilizers are used, natural time-release products are recommended.

County Parks will adhere to the following Washington Department of Ecology Best Management Practices for fertilizer use –

<http://www.ecy.wa.gov/programs/wq/plants/algae/lakes/BestManagementPractices.html>:

- Test soil at mitigation areas to determine how much fertilizer to apply;
- Water mitigation areas after fertilizing, but do not allow excess water to run off into surface waters;

- Sweep up any excess fertilizer which is spilled on hard surfaces such as walks and driveways;
- Do not spread fertilizer within 75 feet of surface waters or wetlands;
- Use a hand spreader and not a "cyclone" spreader to reduce the chances of getting fertilizer in surface water.

#### 6. Mulching

County may elect to apply mulch to the sites to minimize weeds and help retain moisture. KC County Parks will be responsible for the type and depth of mulch for each site, but desired depth is typically three to six inches.

#### 7. Animal Protection

County may elect to apply animal repellent or install protective barriers around trees, shrubs, and other plants being browsed, grazed, or otherwise destroyed by animals such as deer, elk, or beaver. All protection methods used shall be in compliance with the Washington State Department of Fish and Wildlife guidelines. Some examples of acceptable methods include application of the repellent Plant-skydd® or installation of wire mesh fencing around the bases of trees. Current guidelines for various species can be found at the following link:

<http://wdfw.wa.gov/living/mammals.html>.

#### B. Trash Removal and Debris Control

The Mitigation areas for which County Parks has responsibility shall be inspected during each visit to ensure that debris such as bottles, paper, cartons, and similar foreign matter are disposed of to keep the grounds in a neat appearing condition. Readily recyclable materials shall be recycled whenever possible. Except for specific noxious weed species for which disposal in a landfill is the required, all vegetative matter shall be composted at a permitted compost facility. All materials removed from sites shall be managed in accordance with all local, state, and federal regulations.

#### C. Insect and Disease Control

Chemical treatments to control pests and disease shall be avoided if alternative maintenance activities can reduce pest populations. However, if such maintenance methods are not successful, County Parks may elect to use chemical treatments. Only chemical products defined by the Washington State Department of Ecology Aquatic Pesticide Permit shall be used and the County will review those products per the standards of its IPM standards.

#### D. Traffic Control

Maintenance activities shall be performed in ways that do not block the trail or otherwise disrupt bicyclists and other trail users. If maintenance activities are expected to

result in partial trail blockages or disruptions, County Parks will seek to minimize the time of disruption and shall clearly delineate the area with traffic cones or other cautionary signage devices.

E. Inspections

After construction of the Project mitigation areas is completed, an “as-built” mitigation report will be submitted to the City within one month of installation. County Parks will perform post-construction monitoring of the mitigation areas for a five-year period using qualified biologists. County Parks will perform monitoring quarterly the first year and annually for subsequent years to ensure that the goals and objectives of the mitigation are being met.

County Parks will submit reports annually for the five (5) year monitoring period following construction of the mitigation areas and Final Acceptance of the Project. County Parks will perform any subsequent reporting, if necessary, to document milestones, successes, problems and contingency actions of the compensatory mitigation. County Parks will send monitoring reports to the agency requiring monitoring reports by February 15 of the following year.

The Administrator of the City’s Department of Community and Economic Development or designee has the authority to modify or extend the monitoring period and require additional monitoring reports for up to five additional years (for a total of 10 years) if the mitigation sites are not meeting performance standards. If such modifications or extensions are made, County Parks will implement contingency measures identified in Table 6-1 of Section 6.3 of the Lake to Sound Trail – Segment C Final Critical Area Study.

2. Access

A. In accordance with Section 3.1(c) of the IA, the City hereby grants to the County and its employees, agents, representatives, invitees, consultants, contractor and subcontractors performing work on behalf of the County the non-exclusive right and license to enter onto the Property for the purpose of conducting the activities identified in Section 1. This right and license shall begin upon the effective date of this Agreement and continue until the end of the required monitoring period.

B. In the performance of the maintenance and monitoring activities listed in Section 1 above, the County is not required to provide notice or request permission from the City for access unless these activities require trail closure, as described in Section 4.

C. Each Party shall coordinate and share with the other Party any locking devices on bollards, gates, and other features, such that each Party has access to perform its responsibilities pursuant to this Agreement.

D. The rights which the City grants to the County under this Agreement are in the nature of revocable licenses for access and for the other purposes described herein.

Nothing in this Agreement is intended to convey any right, title, or interest in the real property which is the subject of this Agreement, and nothing in this Agreement shall be construed to convey any such interest.

3. Contact Information

A. All correspondence related to this Agreement shall be through the following designated contacts. All communication regarding this Agreement shall reference the agreement name “Lake to Sound Trail Segment C – Wetland Mitigation Maintenance Agreement” and execution date.

King County and City of SeaTac formal point of contacts are as follows:

KING COUNTY: Colin Worsley  
King County Parks  
201 S. Jackson St. Suite 5702  
Seattle, WA 98104  
(206) 477-7963  
Colin.Worsley@kingcounty.gov

CITY OF SEATAC: Lawrence Ellis  
Director of Parks Community Programs and Service  
4800 South 188th St.  
SeaTac, WA 98188  
(206) 973-4681  
lellis@seatacwa.gov

B. From time to time, contact information may change. Any change or update to contact information made a part of Section 3.A shall be provided to the other Party by electronic mail notification. The Party in receipt of the change will confirm receipt of the change by electronic mail back to the initiating Party.

4. Trail Closure or Significant Work

A. Should Segment C need to be closed temporarily for routine maintenance lasting less than a sixty-minute period, no notification to the other Party is necessary. Should a longer closure of Segment C be necessary by either Party, advance written notification of seven calendar days shall be given to the other Party and a detour for public use will be implemented, if practicable. Closures requested by the County shall be subject to review and written or electronic concurrence by the City. Closures requested by the City shall be subject to County notification.

B. The City reserves the right to close all or part of the Trail unilaterally should the Trail pose a threat to the traveling public. The County has the unilateral right to temporarily close all or part of the Trail to the public with subsequent notification to the City if in the County's judgment trail conditions pose a potential hazard to the public.

5. Amendments

Modification of this Agreement may only be made by amendment or supplement as mutually agreed to in writing and signed by each Party.

IN WITNESS WHEREOF, the City and the County have executed this Agreement on the date set forth above.

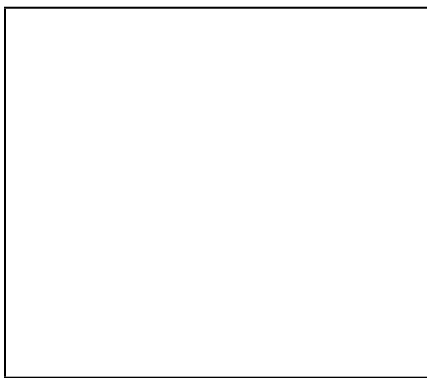
CITY OF SEATAC, a  
A Washington State municipal corporation

By \_\_\_\_\_  
Name: Carl C. Cole  
Its: City Manager

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that Denis Law 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 City Manager of the CITY OF SEATAC, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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



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

(Use this space for notarial stamp/seal)





## EXHIBIT H

### Assignment of Easement

Recording Requested By And  
When Recorded Mail To:

City of SeaTac  
City Clerk's Office / Parks Dept.  
4800 South 188<sup>th</sup> St.  
SeaTac, WA 98188

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### ASSIGNMENT OF EASEMENTS

Reference Number(s) of Documents assigned or released: 20190603000876  
Grantor(s): King County, a political subdivision of the State of Washington  
Grantee(s): City of SeaTac, a municipal corporation of the State of Washington  
Abbreviated Legal: Portions of NE 1/4 & SE 1/4 Sec. 32, Twn. 23, Rng. 4 E WM and  
portions of NE 1/4, Sec. 5, Twn. 22, Rng. 4 E WM, and NW 1/4, Sec. 4, Twn. 22, Rng. 4 E  
WM.  
Assessor's Tax parcel Number(s): 052204-9076

Legal Description: As described in exhibit A to this Quitclaim and Assignment of  
Easement(s)

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, King County, a political subdivision of the State of Washington, ("Grantor"), hereby assigns and quitclaims to the City of SeaTac, a municipal corporation of the State of Washington ("Grantee"), all of Grantor's right, title, and interest to the easement(s) ("Easement") (attached hereto as Exhibit A, which is incorporated herein by this reference) that burdens the property legally described therein ("Property").

By accepting assignment and quitclaim of these Easement(s), Grantee accepts all improvements constructed by Grantor on or within the Property ("Improvements") as is where is; agrees that the Grantor makes no warranty nor representation, express or

SeaTac—King County IA  
Exhibit H  
2.9.2021

implied, regarding the fitness, quality, design, condition, capacity, suitability, or performance of the Improvements; is not responsible for any maintenance, repairs, service, or defect in the Improvements or the operation and use of the Improvements; and releases Grantor from any and all conditions of said Easement.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR: KING COUNTY

GRANTEE: CITY OF SEATAC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Carl C. Cole 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 City Manager of the CITY OF SEATAC, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this \_\_\_ day of \_\_\_\_\_, 20\_\_.



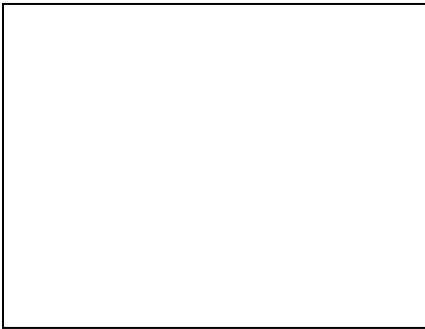
(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
(City, State)  
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, a political subdivision of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



(Use this space for notarial stamp/seal)

\_\_\_\_\_  
Printed Name \_\_\_\_\_  
Notary Public in and for the State of Washington  
Residing at \_\_\_\_\_  
(City, State)  
My commission expires \_\_\_\_\_

# LAKE TO SOUND TRAIL , SEGMENT C (L2SC) INTERLOCAL AGREEMENT

July 1, 2021 Transportation & Public Works Committee



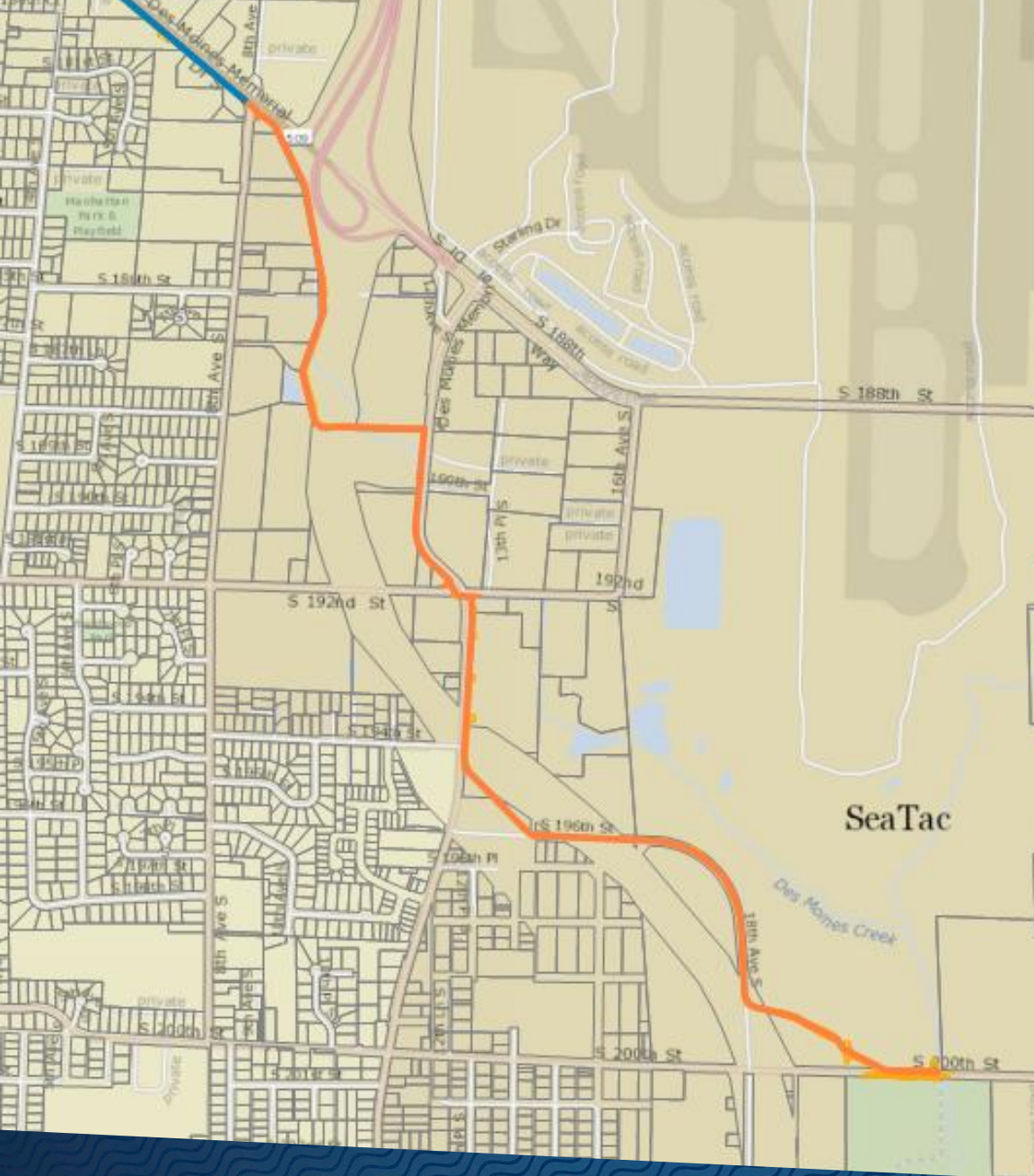
**PARKS**

Your Big Backyard



# L2SC – INTERLOCAL AGREEMENT

July 1, 2021



 King County

**PARKS**

Your Big Backyard



# PRESENTATION OVERVIEW

## PURPOSE OF PRESENTATION

Staff to provide overview of the Interagency Agreement (ILA) between the City and King County for the L2SC project.

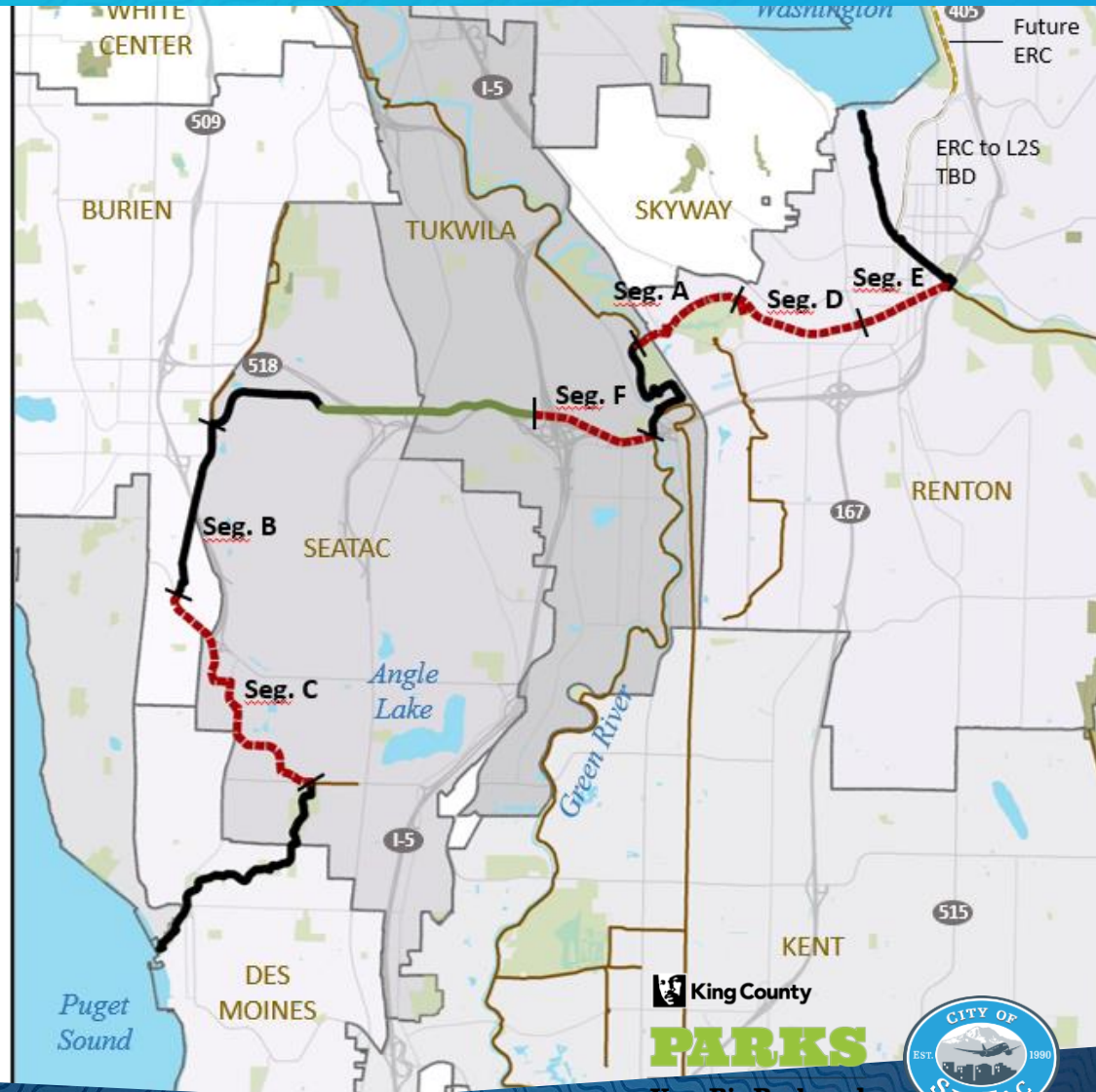
## WHY IS THIS ISSUE IMPORTANT?

1. The ILA outlines roles and responsibilities for the City and King County to implement and maintain the trail project.
2. The project is being designed, permitted and constructed by King County Parks.
3. The finished trail facility will be owned and maintained by SeaTac.

# IMAGES

## LOCATION MAP

- The L2S Trail is a 16 mile vision
- The L2S Segment C project
  - 1.8 miles in SeaTac
  - 0.4 miles in Burien





# PROJECT UPDATE

## SCOPE & SCHEDULE:

- Project broken into phases by City
- SeaTac segment
  - Advertisement: July 2021
  - Bid Opening: August 2021
  - Construction: October 2021 – Winter 2022
- Burien segment
  - Advertisement: Winter 2021 (anticipated)

## ACQUISITION & COORDINATION

- Utility relocations underway
- Hertz acquisition expected to be completed by mid-July

## COMMUNICATIONS & OUTREACH

- Coordinating with Utilities on notifications
- Groundbreaking planned for October 2021

# POTENTIAL COMMITTEE ACTION

## COMMITTEE ACTION REQUESTED

- Forward Interagency Agreement (ILA) to Council for Action & Presentation on July 13, 2021

## STAFF RECOMMENDATION

- Staff recommend forwarding the ILA to Council for Action
- Staff have worked collaboratively with King County in the development of the ILA document and exhibits
- Reviewed by City PW, Parks, and Legal staff
- Staff has reviewed the ILA document and all exhibits and finds them to be acceptable

## REVIEWS TO DATE

- Regular Council Meeting: 5/25/2021 (informational update)
- Parks & Rec Committee: 7/8/2019, 7/1/2021
- T&PW: 11/27/2017, 3/21/2019

# INTERLOCAL AGREEMENT OVERVIEW

## ROLES OF KING COUNTY & CITY OVERVIEW

### King County's Role:

- Funding
  - WSDOT Funding Agreement
  - 2020 -2025 King County Parks & Open Space Levy
- Acquisition
  - 2 fee simple purchase
  - 1 permanent easement
  - 4 temporary easements
- Design
- Obtain Permits
  - Permits in-hand
- Construction

### SeaTac's Role:

- Design review & approval
- Obtain WSDOT Trail Lease
- Provide ROW permit
- Inspection during construction
- Final completion sign off
- Acceptance and O&M of completed trail

# INTERAGENCY AGREEMENT OVERVIEW

## ILA EXHIBITS

- A. Legal Description & Figure
- B. Figure of Segment C
  - Project Map
- C. Not Used
- D. Form of Restrictive Covenant
  - Commitment to retain use of the trail area as a trail
- E. Quit Claim Bill of Sale
  - Transfer of the improvements
- F. Wetland Mitigation Maintenance Agreement
  - Addresses O&M of mitigation area in Des Moines Creek park
- G. Assignment of Easement
  - Transfers easements from King County to City

# QUESTIONS?

**Sujata Goel**

King County Government Relations

[Sujata.Goel@KingCounty.gov](mailto:Sujata.Goel@KingCounty.gov)

(206) 477-4567

**David Shaw**

King County Project Manage

[David.Shaw@KingCounty.gov](mailto:David.Shaw@KingCounty.gov)

(206) 263-2164

