



Transportation & Public Works Meeting Agenda

September 15, 2022; 4:30 – 6:00 PM
“Virtual Meeting”

This meeting will be conducted in a hybrid format with in-person and remote options for public participation. The meeting will be broadcast on SeaTV Government Access Comcast Channel 21 and live-streamed on the City’s website <https://seatacwa.gov/seatvlive> and click the “live” Channel 1 grey box.

Peter Kwon, Chair
Takele Gobena
Jake Simpson, Mayor

Note: A quorum of the Council may be present

Other Councilmembers present:

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

Other Staff participating:

TIME	TOPIC	PROCESS TYPE	WHO	Time
		Action, Consent Or Presentation		
1	Call to order		Chair	
2	PUBLIC COMMENTS: The committee will hear in-person public comments and is also providing remote oral and written public comment opportunities. All comments shall be respectful in tone and content. Providing written comments and registering for oral comments must be done by 2:00 PM the day of the meeting. Registration is required for remote comments and encouraged for in-person comments. 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. • Instructions for providing remote oral public comments are located at the following link: Registration for Oral Public Comments - Council		Chair	5

	Committees and Citizen Advisory Committees Submit email/text public comments to TPWPubliccomment@seatacwa.gov. The comment will be mentioned by name and subject and then placed in the committee handout packet posted to the website meeting calendar the next day.			
4	Prior Minutes Approval	Sept 1 Minutes to approve	Chair	5
5	AB 5663-Three-Way Consolidated Light Rail Agreement	Discussion/Action	Anita Woodmass	20
6	AB 5904- Easement granted to Sound Transit for Power Easement at 20400 Int'l Blvd.	Discussion/Action	Ingrid Bulpin	20
7	Department Updates		Will Appleton	5
8	<u>Future Meeting Topics:</u> Right of Way Uses; Stormwater Code Updates; King County Landfill Fee Restructure;			5
9	Adjourn	Adjourn Meeting	Chair	



Transportation & Public Works Committee Meeting Minutes

September 1, 2022
5:30 PM – 6:30 PM
** Hybrid Meeting **

Members:	Present:	Absent:	Commence: 5:32 PM Adjourn: 6:55 PM
Peter Kwon, Chair	X		
Jake Simpson	X		
Takele Gobena	X		

Other Councilmembers participating:

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

Other Staff Participating: Kamal Mahmoud, Engineering Manager; Trevor Ralph, Civil Engineer 2; Brenton Cook, Civil Engineer 2; Ha Dao Assistant City Attorney; Gwen Voelpel, Deputy City Manager

Public Comment	No public comment
1. Approve Prior Meeting's Minutes	August 4 minutes were approved
2. Miller Creek Daylighting Project Update City of Burien Public Works Director and consultant from Otak attended meeting	Discussion/Action William Appleton, Public Works Director, presented this item. Provided a project schedule update and cost update on the Miller Creek Stream Realignment and Daylighting project. The Project design is complete, and the project is ready to be advertised in Fall of 2022. Project costs have increased and need additional funding. Project cannot be advertised until additional funding has been secured. Miller Creek will be re-routed and be daylighted and the flood plain will be expanded. Failing pipe and culverts will be removed and new fish-friendly infrastructure for crossing under Des Moines Memorial Drive South will be installed.

	<p>The benefits to this project include: Daylights about 340 feet of Miller Creek, improves water quality, improves riparian environment, stream habitat and fish passage, creates floodplain and flattens creek to reduce high flows.</p> <p>Final design has been completed and the engineers estimate completed. The project costs have increased from \$3.2 Million in 2019 to \$4.8 Million in 2022.</p> <p>Reasons why the project cost has increased</p> <ul style="list-style-type: none"> -past estimate was 90% complete for stream elements, not general civil and structural elements -Covid 19 delays -Labor shortages -Material shortages and regional costs <p>Staff is seeking an increase to project funding for SeaTac's portion to a not-to exceed amount of \$1,760,000.</p> <p>Staff is requesting referral to September 13th Regular Council Meeting for Action with a recommendation to approve. Staff is hoping this project will be bid to in the month of September.</p> <p>Committee asked a question about the Federal Infrastructure Act. Is it too late to go after the money for this particular grant? PW Director Maiya Andrews of Burien stated that is too late for the federal infrastructure act grant. However, the City of Burien did obtain two different Department of Ecology grants for this project.</p> <p>The Committee approved the request.</p>
<p>3. 2023 Overlays Design Contract</p>	<p>Discussion/Action</p> <p>Brenton Cook, Civil Engineer 2, presented this item. The purpose is to provide a brief overview of the 2023 Overlay Project.</p> <p>The project will rehabilitate the deteriorating asphalt roadway, and upgrade pedestrian facilities as needed to meet ADA guidelines.</p> <p>This project will be on the north end of SeaTac International Airport and cover approximately 1 mile of South 156th Way between Des Moines Memorial Drive South and 24th Ave S. The current roadway was built in early 2000s from the Port of Seattle and will be the first Overlay project since it was constructed.</p> <p>This project will also assess existing stormwater elements and we will address stormwater issues while the project goes on.</p>

	<p>The city shortlisted 3 design firms and Exceltech Consulting was selected.</p> <p>The funds aren't fully authorized for this project. However, the city has budgeted \$1.3 million for overlays in 2023. The City has enough funding in 2022 in the Street Fund to cover design costs for this year, so that we can start design this year and be ready for the summer construction window next June.</p> <p>Staff is asking the Committee to approve a not-to exceed amount of \$200,000 for the Exceltech Consulting design contract.</p> <p>Staff is asking the Committee to approve and move forward to September 13th Regular Council Meeting for Presentation and Action.</p> <p>Committee asked a question about cost sharing with the Port for the tree replacement where the trees have been cut. Staff will reach out to the Port, but believes that the street trees will be the City's responsibility. We will look at design for better draught tolerant trees to install.</p> <p>The committee approved the request.</p>
<p>4. NV5 Geotech Contract Amendment</p>	<p>Action Item for Consent Agenda</p> <p>Brenton Cook, Civil Engineer 2, presented this item. To amend an existing professional services contract with NV5 for on call geotechnical services, increasing the amount available for the services and duration of the contract.</p> <p>To date, the city has expended 87% of the NV5's on-call Geotech services contract budget totaling \$40,000.</p> <p>The on-call contract will expire on December 31,2022.</p> <p>Staff is aiming to utilize NV5 to provide geotechnical engineering services design of the 2023 Overlay Project and provide geotechnical reconnaissance for three separate slope hazard locations within the city.</p> <p>The on-call contract will be increased by \$48,000 to cover these proposed expenditures. Staff is asking to increase the contract by \$48,000 to a not- to exceed amount of \$88,000 for the NV5 Contract.</p> <p>Staff is asking for the Committee to move the contract forward to the September 13th council meeting to be placed on consent agenda with a recommendation to approve.</p> <p>The Committee unanimously recommend this item to move forward to Consent Agenda.</p>

<p>5. Lighting Design Contract Amendment for ST-141 Airport Station Area Ped. Improvements</p>	<p>Action Item for Consent Agenda</p> <p>Trevor Ralph, Civil Engineer 2, presented this item. Looking to amend the design contract with KPG-Psomas to provide increased funding for the redesign of lighting on the Airport Station Pedestrian Improvement Project.</p> <p>The currently completed lighting design includes multiple pole heights orientated over the roadway, which means the lights are providing illumination for roadway and pedestrian facilities simultaneously. Design changes are recommended to align the lighting more with the City's Airport Business District vision. The lighting policy and design guidelines include shorter luminaires (14.5 ft high) hanging directly over pedestrian walkways and street luminaires orientated over roadways. This change results in additional poles, fixtures, and infrastructure to power these lights. This change also requires additional funding to complete the lighting design and the remainder of the project design.</p> <p>The changes being recommending will require more luminaires and necessitates a complete lighting redesign by KPG-Psomas, who has indicated that the redesign cannot be completed within the existing budget and has requested a contract value increase of \$49,504. Planning, CED, and Public Works recommend the change.</p> <p>The Committee asked a question about the amendment of the design proposal. Where will the layouts of the lights be with this amendment? Staff advised that since the design still needs to be revised, we do not know at this time, but once we do get the design revised, we will let the Committee know.</p> <p>Staff is asking for the Committee to move the contract forward to the September 13th council meeting to be placed on consent agenda, with a recommendation to approve.</p> <p>The Committee unanimously recommend this item to move forward to Consent Agenda.</p>
<p>6. Community Workforce Agreement</p>	<p>Presentation</p> <p>Kamal Mahmoud, Engineering Manager, presented this item. King County has a Priority Hire Program that has caught the attention of President Biden, who has modeled a federal projects priority hire program after King County's model for federal projects over \$35 Million.</p> <p>The King County program was passed by a unanimous vote in 2016. This created the framework for the negotiation of a Community Workforce Agreement, for jurisdictions to adopt.</p>

The City of SeaTac is exploring this program to see if it is a good fit for the city.

The Priority Hire program is a workforce and economic development strategy. It provides training and family wage career opportunities in the Building and Construction trades.

It establishes hiring requirements for SeaTac or South King County community members that are apprentices and journey level workers who reside in economically distressed areas in SeaTac.

King County program is applicable on public works projects over \$5 Million. The City of SeaTac could establish it's own threshold over which the Priority Hire program would be applicable.

The program requires dedicated staff and personnel, training and annual budget.

Two members of the Committee feel this would be a good benefit for the people of South King County, and the City should explore adopting this program.

One Committee member wonders if the possible costs, project delays would detract from any benefit that the city could reap.

Because this was a presentation only, the City Manager will need to refer this topic to a full Council Study Session to explore further. The Committee approved this approach.

<p>7. Public Works Department Update</p>	<p>Will Appleton, Public Works Director presented the following department updates:</p> <p>Square patching has recently been performed on S. 154th Street and Des Moines Memorial Drive north of SR 518. PW Maintenance is also out crack sealing for pavement preservation.</p> <p>The S 188th Street Overlays project is on budget and on schedule.</p> <p>34th Avenue South project is well underway and is on track to be substantially complete in November of this year. PSE will be converting electric utilities underground shortly, and the existing poles will be removed.</p> <p>Lake to Sound Trail is underway with more paving on Des Moines Memorial Drive.</p> <p>The left turn lane on South 160th Street at the Airport Car Rental Facility, will be rehabilitated. We are waiting for Geotech feedback regarding concrete or asphalt. Just wanted to let the Committee know that they may see this work underway shortly.</p> <p>Florendo Cabudol, City Engineer presented the following grant updates.</p> <p>Kamal Mahmoud, Engineering Manager, and his team obtained just under \$4 Million PSRC Countywide grant for the ST-141 Airport Station Project. With this additional funding, the project in total has \$9 Million in grant funding to date. More is being applied for.</p> <p>Mason Giem and his team obtained just under \$1 Million for the safety improvement From the Local Road Safety Plan.</p> <p>The city is going to be applying for a large \$20 Million Federal Grant from the Safe Streets and Roads for all from the US Department of Transportation. It will be targeted for capital improvements on Military Road South, from South 128th to South 150th Street, phased over five years.</p>
<p>8. Adjourn</p>	<p>Meeting adjourned at 6: 55 PM</p>



MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Anita Woodmass, Senior Management Analyst
Date: September 15, 2022
Subject: Consolidation of Three Transit Way Agreements

Purpose:

To provide an overview of a consolidated Transit Way Agreement (TWA), to be entered into between the City and Sound Transit. It is requested that Committee forward the agreement, with a recommendation of approval, to Council for Action on the Consent Agenda at a RCM held in October. This approval will authorize the City Manager to enter into this agreement upon a successful review of the Federal Transit Administration (FTA) and Sound Transit Board (anticipated December 2022).

Background:

Current Status: The City currently has three major agreements with Sound Transit that govern how the agencies will interact regarding Sound Transit's use of the city-owned public rights-of-way for the purposes of constructing, operating and maintaining light rail within portions of the SeaTac transit system. These agreements span 2006 – 2019, and each agreement is worded slightly differently. As each segment of the light rail was constructed, the agreements were revised and updated to reflect new processes, and understandings of how the two agencies best work together within the rights-of-way.

The Issue: As we have slightly different 'rules' for different sections of ROW, it is problematic for maintenance, general operations, emergencies, notification periods, permitting, etc.

Consolidation: The City requested that Sound Transit work with the city to consolidate three TWA documents into one document. The draft consolidation has been under review for 12 months and must satisfy the Federal Transit Administration (FTA) requirements. There are no new changes proposed as part of the consolidation. Using the model text of Agreement 3 (FWLE TWA), the provisions are consolidated into one agreement.

Budget Impacts:

No Impact.

Options/Recommendation:

Staff is recommending that the TPW Committee forward the agreement, with a recommendation of approval, to Council for Action on the Consent Agenda at a RCM held in October. This approval will authorize the City Manager to enter into this agreement upon a successful review

of the Federal Transit Administration (FTA) and Sound Transit Board (anticipated December 2022).

****Agreement Currently Under FINAL Sound Transit Legal Review and FTA Review.**

AGREEMENT BETWEEN THE CITY OF SEATAC AND SOUND TRANSIT FOR GRANT OF NON-EXCLUSIVE USE OF A LIGHT RAIL TRANSIT WAY

This AGREEMENT is entered into by and between the City of SeaTac (the "City") and Central Puget Sound Regional Transit Authority ("Sound Transit") and is effective when signed by all parties.

RECITALS

WHEREAS, Sound Transit is a governmental entity created pursuant to Chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112.100 and RCW 35.58.330);

WHEREAS, the City is a non-charter optional municipal code city incorporated under the laws of the State of Washington pursuant to Title 35A RCW;

WHEREAS, the City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail;

WHEREAS, the Growth Management Act (Chapter 36.70A RCW) requires the City to plan for and encourage regional high capacity transportation facilities such as the Link Light Rail Transit Project (RCW 36.70A.020);

WHEREAS, in 1996, 2008, and 2016, pursuant to state law, the Central Puget Sound Regional Transit Authority (known as "Sound Transit") proposed, and Central Puget Sound voters approved financing for, regional transit system plans known as Sound Move, ST2, and ST3, respectively;

WHEREAS, these regional transit system plans included, among other projects, the Central Link Project, Airport Link Project, the South 200th Link Extension Project and the Federal Way Link Extension Project ("Projects") connecting the cities of Seattle, Tukwila, SeaTac, Des Moines, Kent, and Federal Way.

WHEREAS, on February 16, 2006, Sound Transit and the City entered into a Development and Transit Way Agreement for the Central Link Light Rail Airport Link Project (GLR 0028-06);

WHEREAS, on July 20, 2012, Sound Transit and the City entered into a Development and Transit Way Agreement for the South 200th Link Extension Project (GA 0162-12);

WHEREAS, on April 10, 2019, Sound Transit and the City entered into an Agreement for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Federal Way Link Extension Light Rail Transit Project (GA 0048-18);

WHEREAS, Sound Transit is delivering the Federal Way Link Extension Project as a design/build procurement (“Design/Build”) and has been coordinating with the City in preparation for Project Design and Construction; and

WHEREAS, the City and Sound Transit desire to consolidate the related provisions of the three prior Transit Way Agreements into one consistent agreement and hereinafter will be collectively referred to as “Consolidated Transit Way Agreement” to grant a non-exclusive use of a Light Rail Transit Way in the City with appropriate terms and conditions that will satisfy the Federal Transit Administration’s continuing control requirements; and

WHEREAS, the City and Sound Transit agree and acknowledge that effective upon execution of this Consolidated Transit Way Agreement, the three prior Agreements referenced under GLR 0028-06, GA 0162-12 and GA 0048-18, transit way related provisions are hereby terminated and superseded by this Consolidated Transit Way Agreement, GA 0109-20.

WHEREAS, the City and Sound Transit agree and acknowledge the remaining provisions in the Development Agreements incorporated in GLR 0028-06 and GA 0162-12 remain in effect until such provisions are satisfied per the prior Agreements.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the grant of a non-exclusive use of a Light Rail Transit Way by the City to Sound Transit to construct, operate, maintain, and own a Light Rail Transit System in the City of SeaTac within and along the Light Rail Transit Way, the parties hereto agree to the terms and conditions as follows:

SECTION I. DEFINITIONS

For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; words not defined herein shall have their ordinary and common meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities, whether persons or entities, refer to those entities or their successors in authority. If specific provisions of law referred to herein be renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances, and regulations now in force or hereinafter enacted or amended.

1.1 Agreement. "Agreement" means this Consolidated Light Rail Transit Way Agreement.

1.2 City. "City" means the City of SeaTac and any successor or assignee following an assignment that is permitted under this Agreement.

1.3 Director. “Director” means the Director of Public Works of the City of SeaTac.

1.4 Emergency. "Emergency" means, except as otherwise provided, a sudden, unexpected occurrence or set of circumstances demanding immediate action in order to prevent and/or avoid an imminent threat to public health or safety, public or private property, or to prevent and/or avoid serious environmental degradation.

1.5 Federal Way Link Extension Project. "Federal Way Link Extension Project" means the segments of the Light Rail Transit System in the City as described in Sound Transit Board Resolution 2017-02 and subsequent approved permits and agreements.

1.6 Final Right-of-Way Plans. "Final Right-of-Way Plans" means prints having the proposed limits of the Light Rail Transit Way mathematically tied to existing City monumentation and the Washington State Coordinate Plane System.

1.7 Issued for Construction Plans. "Issued for Construction Plans" means plans showing in detail, the proposed construction and specifications of the Light Rail Transit System including alignment drawings showing the exact limits of the Light Rail Transit Way.

1.8 Liability. "Liability" means all loss, damages, cost, expense (including costs of investigation and attorney fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims, and demands of whatever kind of nature (including those arising under the Federal Employers Liability Act), arising in any way out of an occurrence relating to this Agreement or occurring on or relating to the Light Rail Transit System described herein.

1.9 Light Rail Transit Facility. "Light Rail Transit Facility" means a structure, rail track, equipment, maintenance base, or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, signal bungalows, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, and station access facilities.

1.10 Light Rail Transit Station. "Light Rail Transit Station" means a Light Rail Transit Facility whether at grade, above grade or below grade that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. A Light Rail Transit Station may include mechanical devices such as elevators and escalators to move passengers and may also include such passenger amenities as informational signage, seating, weather protection, restrooms, fountains, or artwork.

1.11 Light Rail Transit System. "Light Rail Transit System" means a public rail transit line, including Light Rail Transit Facilities, all infrastructure (including light rail vehicles operating on the Light Rail Transit Way), passenger services and communication equipment, that operates at grade level, above grade level, or in a tunnel and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under Chapter 81.112 RCW. A Light Rail Transit System may be designed to share a Public Right-of-Way although it may also use a separate right-of-way. Commuter rail and low capacity, or excursion rail transit service are not included.

1.12 Light Rail Transit Way. "Light Rail Transit Way" means the areas within the Public Right-of-Way occupied by Sound Transit for its Light Rail Transit System pursuant to this Agreement, as shown on the Record Drawings approved by the Director and on file with the City.

1.13 Parties. "Parties" means the City of SeaTac and Sound Transit.

1.14 Passenger. "Passenger" means any person who is not an employee of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.

1.15 Project(s). "Project(s)" means those segments of the Light Rail Transit System in the City collectively built under the Central Link Project, the Airport Link Project, the S. 200th Link Extension Project and the Federal Way Link Extension Project.

1.16 Public Rights-of-Way. "Public Rights-of-Way" means the areas above, below, on and over public streets and easements which, under the SeaTac Municipal Code, the City ordinances, and applicable laws, the City has authority to grant rights of way, permits, or licenses for use thereof or has regulatory authority therefor.

1.17 Record Drawings. "Record Drawings" means the final set of neatly and legibly marked set of contract drawings, maintained by Sound Transit's Design-Build Contractor with up-to-date information, showing the final locations of all items of work.

1.18 Routine Maintenance and Operation. "Routine Maintenance and Operation" means Sound Transit's maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Rights-of-Way, or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Rights-of-Way.

1.19 Sound Transit. "Sound Transit" means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.

1.20 Third Party. "Third Party" means any person other than the City or an employee of the City, and any person other than Sound Transit or an employee of Sound Transit.

1.21 Track Access Permit. "Track Access Permit" means the process for track access, including the management, scheduling, and authorization of access to employees, third parties, and contractors to perform work on, near, or adjacent to the Light Rail Transit System or any Sound Transit Light Rail Transit facility. The work permit form, current track access procedures, and further information is located here: <https://www.kcmetroraildivision.com/track-access>.

SECTION II. GRANT OF RIGHTS BY THE CITY

2.1 Grant of Non-Exclusive Use of a Light Rail Transit Way. The City grants to Sound Transit a non-exclusive use of certain portions of the Public Rights-of-Way, the general location of which is described and depicted on **Exhibits A and B** hereto, to be known as a Light Rail Transit Way, to

construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement.

Final Right-of-Way Plans for the Airport Link Project and South 200th Link Extension Project are attached in Exhibit C-1 hereto. That portion of the Light Rail Transit Way created as part of the Federal Way Link Extension Project shall be limited to the areas described and depicted generally in the plans and profile drawings contained in **Exhibit C-2** hereto and more fully described in the Final Right-of-Way Plans and hereby incorporated by reference. The Director or designee and Sound Transit's Deputy Executive Director or designee of Design and Engineering shall, from time to time, jointly revise and modify **Exhibit C-2** to conform to the Issued for Construction Plans and the Final Right-of-Way Plans as long as the revisions are, in their judgment, within the scope and intent of **Exhibit C-2**. The Director is hereby expressly delegated the authority to revise and modify **Exhibit C-2** from time to time consistent with the terms of this paragraph. This grant of a non-exclusive use of certain portions of the Public Rights-of-Way shall take effect and be based upon the Issued for Construction Plans and Final Right-of-Way Plans approved by the Director. Sound Transit expressly agrees that it will construct, operate, and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances, state, and federal laws, now or hereafter amended.

2.2 Rights Limited to Light Rail Transit System. The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of construction, maintenance, operation, and ownership of the Light Rail Transit System. Sound Transit shall not, without the City's written consent, construct on or along the Light Rail Transit Way any additions to or expansions of the Light Rail Transit System subsequent to the construction done in accordance with the Issued for Construction Plans and with the Final Right-of-Way Plans. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment after first obtaining any necessary permits and other authorizations from the City.

2.3 Work Permitted in Light Rail Transit Way. Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City will engage in activities within the Public Rights-of-Way such as construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (i) traffic conditions, (ii) public safety, (iii) construction of facilities which constitute permissible uses of the Public Rights-of-Way ("ROW"), (iv) repair of ROW (including resurfacing or widening), (v) change of grade to ROW, (vi) response to emergencies and natural disasters, and (vii) construction, installation, maintenance or repair of sewer drains, water pipes, power lines, signal lines, traffic control devices, tracks, communication systems, public works, public facilities or improvements, or any utilities. The City agrees that such activities, to the extent they are permitted or controlled by the City, shall not occur within the Light Rail Transit Way without written notice to Sound Transit. All such activities done by or for the City shall be undertaken in a manner that minimizes, to the greatest extent possible, disruption to operation of the Light Rail Transit System. Before commencement of any work, the City will apply for, and direct all Third Parties to apply for; a Track Access Permit in accordance with Sound Transit's then current track access standard operating procedures (See **Exhibit D**), for which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry. Typical routine maintenance work, including but not limited to

street sweeping, deicing, snow control, flood control, storm and sanitary sewer cleaning, landscaping and water main flushing, will not be subject to the track access notification or permit requirements so long as such work is not on, near or adjacent to the rail right-of-way or any Sound Transit Facilities. The rail right-of-way is defined as the area and property that extends 10feet from the nearest rail and/or property that is dedicated to Light Rail mainline operations.

2.4 Non-Exclusive Use. Sound Transit understands that the rights granted herein are non-exclusive. The City shall have the right to agree to other non-exclusive uses or occupancies of the Light Rail Transit Way. The City agrees that such uses or occupancies shall not unreasonably impair the ability of Sound Transit to operate the Light Rail Transit System.

2.5 Use Restricted. This Agreement does not authorize the provision of any services by Sound Transit other than the services strictly related to the operation of the Light Rail Transit System. Sound Transit's use of the Light Rail Transit Way for anything other than a Light Rail Transit System shall require written permission from the City.

2.6 Ownership. Sound Transit owns all tracks and other Light Rail Transit Facilities within the Light Rail Transit Way, including, without limitation, improvements constructed at the cost and expense of Sound Transit that are not otherwise transferred to and accepted by the City. Nothing in this Agreement shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.

2.7 No Rights by Implication. No rights shall pass to Sound Transit by implication. Without limiting the foregoing, by way of example and not limitation, this Agreement shall not include or be a substitute for the following:

A. Any other permit or authorization required for the privilege of transaction and carrying on a business within the City that may be required by the ordinances and laws of the City; or

B. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or

C. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Agreement.

2.8 Utilities Agreements. This Agreement shall not be interpreted as diminishing in any way the City's ability to provide, control or charge for any City utility services existing now or in the future.

SECTION III. PERMITS

3.1 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state, and local permits and licenses required for the construction,

operation, and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures.

3.2 Non-Interference. The City shall not interfere with Sound Transit's ability to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities, including streets, roads, or utility poles not owned by the City.

SECTION IV. FEDERAL WAY LINK EXTENSION CONSTRUCTION

4.1 Approval of Construction. Sound Transit shall obtain the approval of the Director of all Light Rail Facility Issued for Construction Plans for work in the Public Right-of-Way prior to any such work commencing. Issued for Construction Plans must be accompanied by Final Right-of-Way Plans. Approval for construction shall consist of the issuance of a construction permit or permits by the Director for each Federal Way Link Extension Project section or contract to be constructed by Sound Transit within the Public Rights-of-Way.

4.2 Record Drawings. Within twelve (12) months of Sound Transit's date of the Federal Way Link Extension revenue service, Sound Transit shall furnish to the City Record Drawings of the Issued for Construction Plans and Final Right-of-Way Plans for the Federal Way Link Extension Project, including Record Drawings and associated electronic AUTOCAD and GIS files showing the as-built condition. Upon mutual agreement as to the types and number of drawings required, Sound Transit shall furnish to the City drawings sufficient to describe the project spatially in the Washington State Plane Coordinate System. Sound Transit will assist in the conversion to the City coordinate system, if necessary.

4.3 Entry Upon Light Rail Transit Way. Sound Transit, its employees, and agents shall have the right, as defined and limited pursuant to Section V of this Agreement, to enter upon the Light Rail Transit Way for the purpose of constructing, operating, and maintaining the Light Rail Transit Facilities.

4.4 Temporary Use of Public Rights-of-Way. During construction of the Light Rail Transit System, Sound Transit, with the prior written agreement of the City, and approval of any required permits, may fence portions of the Public Rights-of-Way for the temporary storage of construction equipment and materials, provided that such structures and fences (i) do not interfere with or disrupt in any way, other than ways approved in advance by the City, the ordinary use of the Public Right-of-Way; (ii) do not interfere with or disrupt in any way, other than in ways approved in advance by the City, the ordinary access to property on either side of the Public Right-of-Way; (iii) are not used for construction worker parking; and (iv) do not unnecessarily limit the public's right to travel within the Public Right-of-Way. Sound Transit shall not store or temporarily place any goods, materials, or equipment (i) near a roadway, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing; or (ii) within such greater distance as prohibited by the City; provided, however, that fuel and other hazardous

substances shall not be stored unless approved by appropriate officials of the City Fire Department.

4.5 Utilities During Construction. The City recognizes that the Light Rail Transit System is an essential public facility and public transportation improvement. Sound Transit will coordinate with all utilities to minimize utility relocation costs and related construction and will negotiate with non-City-owned utilities on utility relocation costs and cost allocation. Sound Transit shall fully indemnify the City for any claim and undertake the defense of any litigation directed at the City arising from the City's exercise of its franchise authority to direct such relocation to accommodate the construction of the Light Rail Transit System. The City shall cooperate fully with Sound Transit in the defense of any such claim or litigation. Notwithstanding the foregoing, the Parties agree that Sound Transit shall pay for any and all costs for relocation or protection of City-owned storm water utilities that the City determines is necessary due to construction, maintenance, or operation of the Light Rail Transit System. The specific allocation of costs of such relocation shall be defined in a series of future agreements between the City and Sound Transit relating to the separate construction segments of the Light Rail Transit System, each agreement to be entered into before construction on the particular segment begins.

4.6 Work Completed by Sound Transit. Sound Transit, at Sound Transit's sole cost and expense, will furnish all materials, parts, components, equipment, and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work by Sound Transit shall be done in a good and workman-like manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, permits, orders, or specifications of any public body or authority having jurisdiction.

4.7 Installation. All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state, and local laws, ordinances, permits, and regulations.

4.8 Track Support. During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Issued for Construction Plans, Sound Transit will support the tracks and roadbed of the Light Rail Transit System in such manner as is necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Rights-of-Way.

4.9 Imminent Danger. If, during construction, there is an Emergency or the Light Rail Transit System creates or is contributing to an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and seek reimbursement from Sound Transit for all costs incurred. The City shall provide notice of such Emergency or danger along with any actions taken to Sound Transit as soon as practicable taking into account the nature and complexity of the Emergency or imminent danger.

4.10 Accommodation of Moving Structures. Sound Transit shall, on the request of any Third Party holding a valid permit issued by a governmental authority and a Sound Transit Track Access permit, temporarily raise or lower its wires to permit the moving of buildings or other objects.

Sound Transit may require that the expense of such temporary removal or raising or lowering of wires be paid in advance by the Third Party requesting the same.

4.11 Information Regarding Ongoing Work. In addition to providing notice to the public of ongoing work as may be required under applicable law, Sound Transit shall develop a comprehensive project-specific communication plan in coordination with the City to establish and maintain effective communication with residents and businesses to allow them to be fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. As part of the communication plan, Sound Transit will work with community and neighborhood groups as well as the City's Communications Manager prior to and through the construction process to identify types of impacts that would occur and communicate minimization and mitigation activities to address such impacts.

4.12 Restoration of Public Rights-of-Way. Sound Transit shall promptly repair any and all Public Rights-of-Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to substantially the same condition, or in the case of street surfaces, better condition if reasonably necessary and within a mutually agreed-upon timeframe commensurate with the scope of repairs. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon reasonable advance notice to Sound Transit, take the actions to restore the Public Rights-of-Way or public property at Sound Transit's sole cost and expense.

4.13 Federal Grant Conditions. Sound Transit's design and construction of the Federal Way Link Extension Project may become subject to a financial assistance agreement between Sound Transit and the Federal Transit Administration ("FTA"). Both parties recognize that amendments to this Agreement may be necessary in order to comply with FTA funding requirements.

SECTION V. ENTRY NOTICE

5.1 Access. Sound Transit, its employees and agents shall have access to the Public Rights-of-Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with specific conditions within this Agreement. However, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not interfere with or disrupt in any way, other than in ways approved in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties in and along the Light Rail Transit Way.

5.2. Notice Prior to Initial Entry. During the Federal Way Link Extension Project construction, Sound Transit shall give the City at least seventy-two (72) hours written notice before initial entry upon any portion of the Public Rights-of-Way for construction purposes.

5.3 Entry after Project Construction. After construction, any entry by Sound Transit onto the Public Rights-of-Way that is not pursuant to the Routine Maintenance and Operation of the Light Rail Transit System or for purposes relating to an Emergency shall require (i) advance written notice from Sound Transit to the City not less than ten (10) days prior to Sound Transit's planned

entry, with notice to specify the purpose of the entry; (ii) if entry involves any new connection or removal of any portion of the Light Rail Transit System, plans as required by the Director showing in detail the proposed new construction, reconstruction, or removal and (iii) approval by the City, which approval shall not be unreasonably withheld or delayed, taking into account the nature of the proposed entry.

5.4 Entry for Routine Maintenance and Operation. During Routine Maintenance and Operation, Sound Transit personnel may enter the Public Rights-of-Way without notice to the City, as long as such entry is for the sole purpose of Routine Maintenance and Operation. If the Routine Maintenance and Operation activities require the closure of a traffic lane, Sound Transit shall obtain a right-of-way use permit.

5.5 Emergency Access. In the event of an Emergency that interrupts or significantly disrupts Operation of the Light Rail Transit System and for purposes of taking immediate corrective action, Sound Transit personnel may enter the Public Rights-of-Way without notice to the City, as long as such entry is for the sole purpose of addressing the Emergency; provided, however, that if any entry for such purposes is likely to require excavation of soil that would alter or disturb the Public Rights-of-Way or use of heavy machinery within fifty (50) feet of or upon the Public Rights-of-Way, Sound Transit shall give the City verbal or telephonic notice of the places where, and the manner in which, entry is required, prior to such entry, promptly followed by written notice.

SECTION VI. OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS-OF-WAY

6.1 Compliance with Laws, Rules, and Regulations. Sound Transit shall operate, maintain, and repair its Light Rail Transit System in compliance with all federal, state, and local laws, ordinances, permits, departmental rules and regulations and practices affecting such system, which include, by way of example and not limitation, the obligation to operate, maintain, and repair in accordance with the City's Land Use Code and construction codes, and City street and utility standards. In addition, the operation, maintenance, and repair shall be performed in a manner consistent with industry standards. Sound Transit shall exercise reasonable care in the performance of all its activities and shall use industry-accepted methods and devices for preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public or property.

6.2 Permits Required. Except in cases of emergency repairs or Routine Maintenance and Operation (pursuant to Section 5.4), Sound Transit's operation, maintenance, or repair of its Light Rail Transit System shall not commence until all required permits have been properly applied for and obtained from the proper City officials and all required permits and associated fees paid, including, but not limited to, the cost of permit-application review and inspection. In case of emergency repairs, appropriate permits shall be applied for no later than the second business day following repairs.

6.3 Level of Operation/Maintenance. All Light Rail Transit Facilities shall be operated and maintained in such a manner as to minimize disruption to other users of the Public Rights-of-Way. All facilities shall be maintained in a state of good repair as defined by FTA in 49 CFR 625. Sound

Transit will promptly assess, repair and maintain the operational functionality of all Light Rail Transit Facilities in the City.

6.4 Ongoing Operation/Maintenance Communication. Sound Transit shall provide a single point of contact for the purposes of serving as a consistent source of communications and point of contact for the City and community in facilitating questions and comments concerning Light Rail Transit System operations; and providing information to the City and on-site customers regarding the status of and anticipated timeline for Light Rail System maintenance and repairs that may be required.

6.5 Appointment of Operator. Sound Transit may appoint an operator as Sound Transit's agent to exercise some or all of Sound Transit's rights under this Agreement, subject to compliance with all terms and conditions of this Agreement.

6.6 Regulatory Approvals. Sound Transit and its operator shall obtain and maintain all federal, state and/or local regulatory approvals as may be required for the operation of the Light Rail Transit System.

6.7 Responsibility for Equipment. The City shall have no responsibility for inspecting, maintaining, servicing, or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.

6.8 Prompt Repair. Sound Transit shall promptly repair any and all Public Rights-of-Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System. Public property and Public Rights-of-Way must be restored to substantially the same condition as before the disturbance or damage occurred, or, in the case of street surfaces, better condition if reasonably necessary.

6.9 Imminent Danger. When the Light Rail Transit System creates or is contributing to an imminent danger to health, safety or property, both parties will notify each other in order to address the situation.

6.10 No At-Grade Crossings or Crossing Gates Without Permission. Sound Transit shall not install any at-grade crossings or crossing gates or other traffic control devices without the written consent of the City.

SECTION VII. FACILITY LOCATION SIGNS

Sound Transit, at its sole cost, expense, and risk, shall secure permits, furnish, erect, and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with all applicable City codes.

SECTION VIII. THIRD PARTY RIGHT-OF-WAY OWNERSHIP

This Agreement is not intended to cover and does not cover any occupancies over (i) rights-of-way or other land owned solely or jointly by any other person or entity, or (ii) any rights granted to the City by Third Parties.

SECTION IX. RELOCATIONS

If the City desires the relocation of a portion of the Light Rail Transit Facilities to accommodate the City, the City shall notify Sound Transit of such fact, and Sound Transit shall consult with the City to address the request.

SECTION X. LIABILITY, INDEMNIFICATION

10.1 Sound Transit shall indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, attorneys' fees) arising or growing out of, or in connection with, or related to, either directly or indirectly, the design, construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System in the Light Rail Transit Way, except to the extent such claims arise from the sole or partial negligence, errors or omissions of the City, its officers, employees, and agents.

10.2 Consistent with Sound Transit's indemnification obligations herein, the City shall give Sound Transit prompt notice of any claims directly affecting Sound Transit about which the City has actual knowledge of or has received formal notification. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim associated with this Agreement. The City shall not settle any claim associated with this Agreement directly affecting Sound Transit without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.

10.3 Sound Transit expressly assumes potential liability for actions or claims brought by Sound Transit's employees and agents against the City and, solely for the purpose of this indemnification, expressly waives any immunity under the Industrial Insurance Law, Title 51 RCW. Sound Transit acknowledges that this waiver was entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

10.4 The indemnification obligations provided in this Section shall survive termination of this Agreement.

SECTION XI. INSURANCE

11.1 Sound Transit shall maintain, throughout the term of this Agreement and for six (6) years after its termination, an appropriate program of insurance, self-insurance or any combination thereof in amounts and types sufficient to satisfy its liabilities (including any claims against the City, its officers, employees, or agents that are subject to indemnification by Sound Transit

pursuant to Section 15 above). When insurance coverage through commercial insurance or an insurance pool(s) is utilized, Sound Transit shall ensure that the City is named as an Additional Insured in accordance with insurer underwriting practices, and Sound Transit insurance coverage shall be primary and non-contributory to any coverage maintained by the City. Sound Transit waives all rights of subrogation against the City for claims by third-parties arising under this Agreement, other than for damages, claims or liabilities arising from negligence of the City and its officers, officials, employees, and agents. The limits of Sound Transit's selected coverage program in no way diminish Sound Transit's obligations to the City as set forth in this Agreement. When commercial insurance is utilized, Sound Transit shall also secure and maintain in effect insurance adequate to protect the City against claims or lawsuits that may arise as a result of the design, construction, operation, maintenance, repair, removal, occupancy, or use of the Light Rail Transit System, including, without limitation: (i) commercial general liability insurance; (ii) property insurance, including coverage for explosion, collapse, and instability; (iii) workers' compensation insurance (to the extent required by law); (iv) employer's liability insurance; (v) comprehensive automobile liability coverage, (including owned, hired, and non-owned vehicles); (vi) environmental liability insurance; and (vii) during the construction phase, builder's risk.

11.2 To the extent Sound Transit utilizes commercial insurance or insurance coverage through an insurance pool or pools, Sound Transit shall carry such insurance with insurers who are licensed to do business in the State of Washington or participate in an insurance pool or pools, at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.

11.3 Sound Transit shall file with the City's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance or coverage through an insurance pool or pools is utilized, Sound Transit shall provide the City's Risk Manager with Certificates of Insurance reflecting evidence of the required insurance, naming the City as additional insureds, primary and non-contributory, and waiver of subrogation endorsements, and contain a provision that coverage shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.

11.4 If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop constructing or operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

11.5 On City projects impacting the Light Rail Transit Way, the City shall require any contractors or subcontractors to maintain insurance as required by the City in its standard contracts, and to name Sound Transit as an additional insured on their required insurance. The City shall also either require any professional services consultants, subconsultants, contractors or subcontractors working on City projects impacting the Light Rail Transit Way to carry appropriate levels of Professional Liability insurance coverage during the course of design, engineering, and construction or the City may itself acquire such insurance or self-insure the work.

SECTION XII. LIENS

12.1 The Light Rail Transit Way and Light Rail Transit Facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmens' liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means) without cost to the City, and shall indemnify the City against all costs and expenses (including attorney fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.

12.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.

12.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

SECTION XIII. TERM; TERMINATION

13.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.

13.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the parties hereto of obligations accrued and unsatisfied at such termination.

13.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, any portion of it remaining in the Public Rights-of-Way or on any other public property that is not removed by Sound Transit may be deemed by the City to be abandoned and shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.

13.4 Any order by the City issued pursuant to this Section to remove the Light Rail Transit System in whole or in part shall be sent by registered or certified mail to Sound Transit not later than twenty-four (24) months following the date of termination of this Agreement, or, if later, the final resolution of any appeal of the termination.

13.5 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to

removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

SECTION XIV. DISPUTE RESOLUTION; REMEDIES; ENFORCEMENT

14.1 Dispute Resolution.

A. Any disputes or questions of interpretation of this Agreement that may arise between Sound Transit and the City, including any alleged conflicts between this Agreement and any other agreement between the Parties, shall be governed under the Dispute Resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.

B. The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.

C. The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good-faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

(1) Level One - Sound Transit's Deputy Executive Director of Design, Engineering and Construction Management or Designee and the City's City Engineer or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

(2) Level Two - Sound Transit's Executive Director of Design, Engineering and Construction Management or Designee and the City's Public Works Director or Designee shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.

(3) Level Three - Sound Transit's Chief Executive Officer or Designee and the City Manager or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.

D. Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

14.2 Notice of Default. Neither party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within thirty (30) days, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure.

14.3 Remedies. Either party hereto has the right to exercise any available remedy including, but not limited to and all of the following remedies, singly or in combination, and consistent with the dispute resolution and notice of default sections of this Agreement, in the event the other party violates any provision of this Agreement:

- A. Commencing an action at law for monetary damages;
- B. Commencing an action for equitable or other relief;
- C. Seeking specific performance of any provision that reasonably lends itself to such remedy.

14.4 Cumulative Remedies. In determining which remedy or remedies for a party's violation are appropriate, a court may take into consideration the nature and extent of the violation, the remedy needed to prevent such violations in the future, whether the party has a history of previous violations of the same or similar kind, and such other considerations as are appropriate under the circumstance. Remedies are cumulative; the exercise of one shall not foreclose the exercise of others.

14.5 Failure to Enforce. Neither party hereto shall be relieved of any of its obligations to comply promptly with any provision of this Agreement by reason of any failure of the other party to enforce prompt compliance, and one party's failure to enforce shall not constitute a waiver of rights or acquiescence in the other party's conduct.

SECTION XV. COVENANTS AND WARRANTIES

15.1 By execution of this Agreement, the City warrants:

A. That the City has full right and authority to enter into and perform this Agreement and any permits which may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of any law, regulation, or agreement by which it is bound, to which it is bound, or to which it is subject; it being understood, however, that the covenant and warranty contained in this Section does not constitute a warranty, expressed or implied, by the City, of the right or rights granted by the City to Sound Transit hereunder; and

B. That the execution, delivery, and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are

authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement.

15.2 By execution of this Agreement, Sound Transit warrants:

A. That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, any law, regulation or agreement by which it is bound or to which it is subject; and

B. That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court, trustee, or referee, is not necessary to make valid and effective the execution, delivery, and performance of this Agreement.

SECTION XVI. RECORDINGS, TAXES AND OTHER CHARGES

16.1 Sound Transit shall pay all transfer taxes, documentary stamps, recording costs or fees, or any similar expense in connection with the recording or filing of any permit which may be granted hereunder. Sound Transit further agrees that if it is determined by any federal, state, or local governmental authority that the sale, acquisition, license, grant, transfer, or disposition of any part or portion of the Light Rail Transit Facilities or right herein described requires the payment of any tax, levy, excise, assessment, or charges, including without limitation, property, sales or use tax, under any statute, regulation or rule, Sound Transit shall pay these, plus any penalty and/or interest thereon, directly to said taxing authority and shall hold the City harmless therefrom. Sound Transit shall pay all taxes, levies, fees, excises, assessments, or charges, including any penalties and/or interest thereon, levied or assessed on the Light Rail Transit Facilities, or on account of their existence or use, including increases thereof attributable to such existence or use, and excluding taxes based on the income of the City, shall indemnify the City against payment thereof. Sound Transit shall have the right to claim, and the City shall reasonably cooperate with Sound Transit in the prosecution of any such claim, for refund, rebate, reduction, or abatement of such tax(es).

16.2 The City may pay any tax, levy, fee, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

SECTION XVII. ASSIGNABILITY; BENEFICIARY

17.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, operators or assignees. No assignment hereof or sublease shall be

valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party; (ii) any governmental entity merger, consolidation or reorganization, whether voluntary or involuntary; (iii) a sublease or assignment of this Agreement, in part or in whole, to a governmental entity; or (iv) a sale, lease, or other conveyance by the City, subject to those requirements set forth in this Agreement; provided however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.

17.2 Sound Transit acknowledges and agrees that the City may designate in writing a designee to (i) receive information, including information designated or identified as confidential, and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.

17.3 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

SECTION XVIII. NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to (one copy each):

Central Puget Sound Regional Transit Authority
Attention: Executive Director , Operations
401 South Jackson Street
Seattle, WA 98104-2826

And to:

City of SeaTac
Attention: City Manager
4800 South 188th Street
SeaTac, WA 98188

SECTION XIX. MISCELLANEOUS

19.1 This Agreement shall survive delivery and/or recordation of each may be granted hereunder.

19.2 Each party shall be responsible for its own costs, including legal fees, in negotiating or finalizing this Agreement, unless otherwise agreed by the Parties.

19.3 No Party shall be deemed in default of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods, epidemics, or other natural catastrophes beyond that Party's control; the unforeseeable unavailability of labor or materials; labor stoppages or slowdowns; or power outages exceeding back-up power supplies. This Agreement shall not be revoked nor shall either Party be penalized for such noncompliance, provided that the Party takes immediate and diligent steps to return to compliance and to comply as soon as practicable under the circumstances without duly endangering the health, safety, and integrity of their employees or property, or health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

19.4 This Agreement may be amended only by a written instrument executed by each of the parties hereto, save and except for revisions or modifications to **Exhibit C** as provided for in Section 2.1 herein. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof except as expressly provided herein.

19.5 This Agreement constitutes the entire agreement of the parties with respect to the subject matters hereof, and supersedes any and all prior negotiations, oral and written, understandings and agreement with respect hereto.

19.6 Section headings are intended as information only, and shall not be construed with the substance of the section they caption.

19.7 This Agreement may be executed electronically on a platform agreed to by the Parties. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

SECTION XX. LEGAL FORUM

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.

SECTION XXI. INTERPRETATION

This Agreement is executed by all parties under current interpretations of applicable federal, state or local statute, ordinance, law, or regulation.

SECTION XXII. SEVERABILITY

In case any term of this Agreement shall be held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of the remaining terms of this Agreement shall in any way be affected thereby.

IN WITNESS WHEREOF, each of the parties hereto has executed this Light Rail Transit Way Agreement by having its authorized representative affix his/her name in the appropriate space below.

SOUND TRANSIT

CITY OF SEATAC

By: _____
Kimberly Farley, Deputy Chief Executive Officer

By: _____
Carl Cole, City Manager

Date: _____

Date: _____

Authorized by Motion

Authorized by

Approved as to form:

Approved as to form:

By: _____
Amy Jo Pearsall,
Senior Legal Counsel

By: _____
Mark Johnsen
Senior Assistant City Attorney

- Exhibit A: General Description of Light Rail Alignment and Station Location(s)
- Exhibit B: General Depiction of Light Rail Alignment and Station Location(s)
- Exhibit C-1: Final Right-of-Way Plans for Airport Link Project and S. 200th Link Extension
- Exhibit C-2: Plan and Profile Drawings for Federal Way Link Extension

EXHIBIT A:

GENERAL DESCRIPTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATION

Airport Link:

Airport Link Extension consists of approximately 1.7 miles of light rail guideway, from the Tukwila International Blvd Station (So. 154th Street) to the SeaTac/Airport Station (So. 176th Street). The guideway, both at-grade and elevated sections, includes northbound and southbound tracks, overhead catenary system poles and wires, emergency walkway, fire hydrant/standpipes and access points for emergency responders.

South 200th Link Extension:

South Link Extension consists of approximately 1.6 miles of elevated double track from the SeaTac/Airport Station to Angle Lake Station (S. 200th Street). The light rail alignment begins in an elevated configuration from the SeaTac Airport Station and extends along the eastside of 28th Ave. continuing south across S. 188th Street to the elevated Angle Lake Station near S. 200th Street.

Federal Way Link Extension:

The portion of the Federal Way Link Extension located in the City of SeaTac runs approximately 0.9 miles from the Angle Lake Station tail tracks along the west side of I-5 in a combination of retained cut, retained fill, at-grade, and elevated structures to the southern City limits on the north side of S 216th Street.

EXHIBIT B

GENERAL DEPICTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

1 of 6

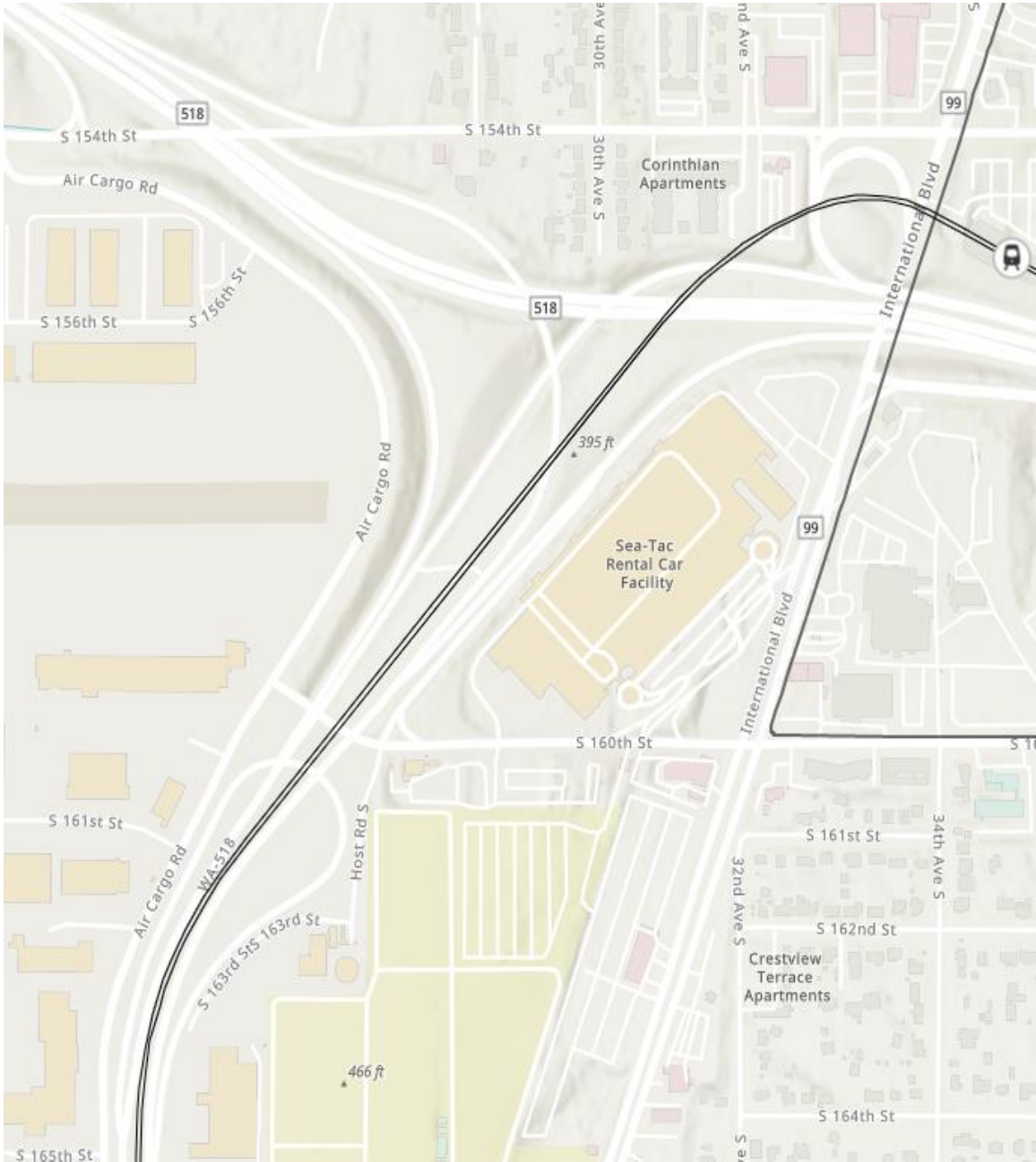


EXHIBIT B

GENERAL DEPICTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

2 of 6

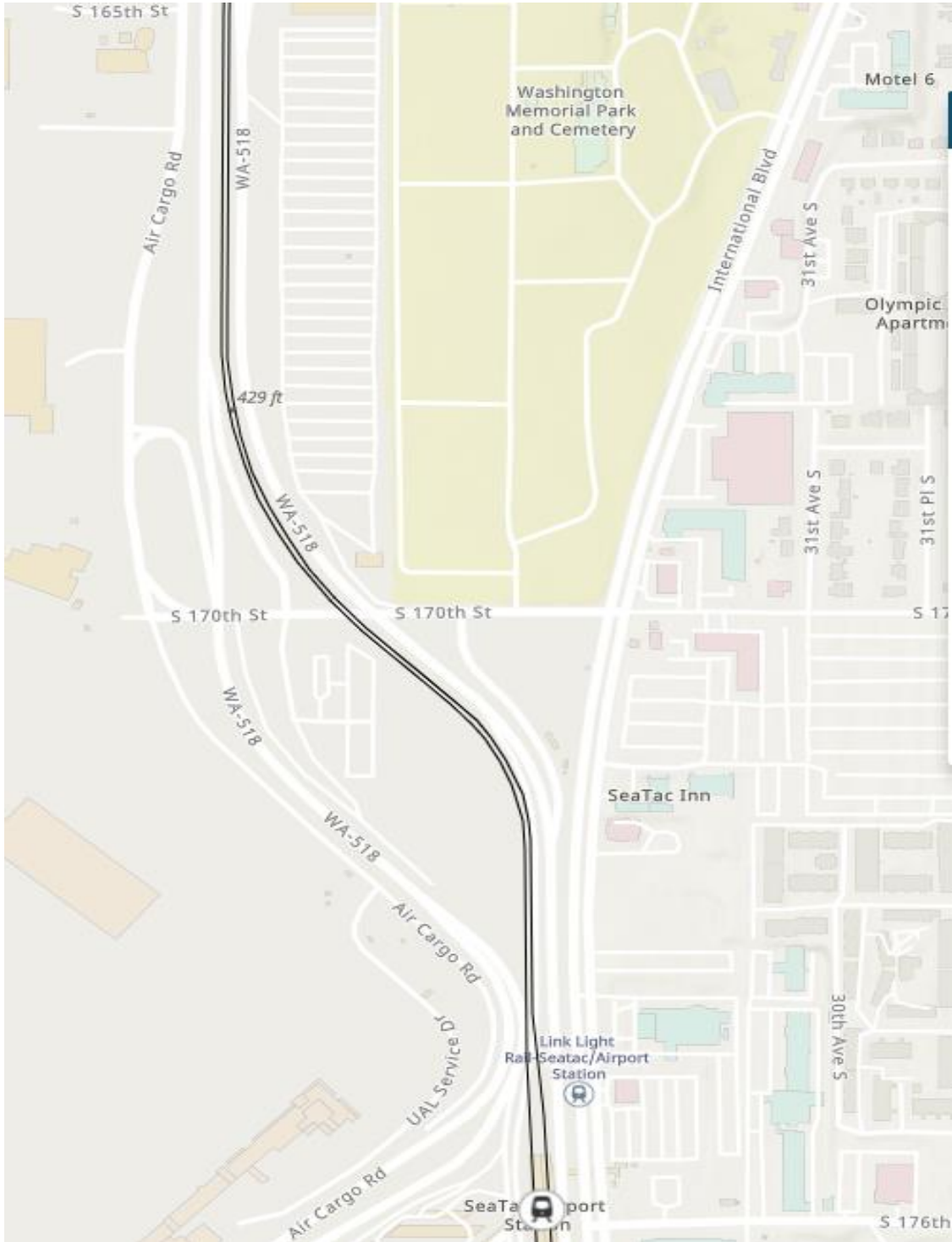


EXHIBIT B

GENERAL DEPICTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

3 of 6

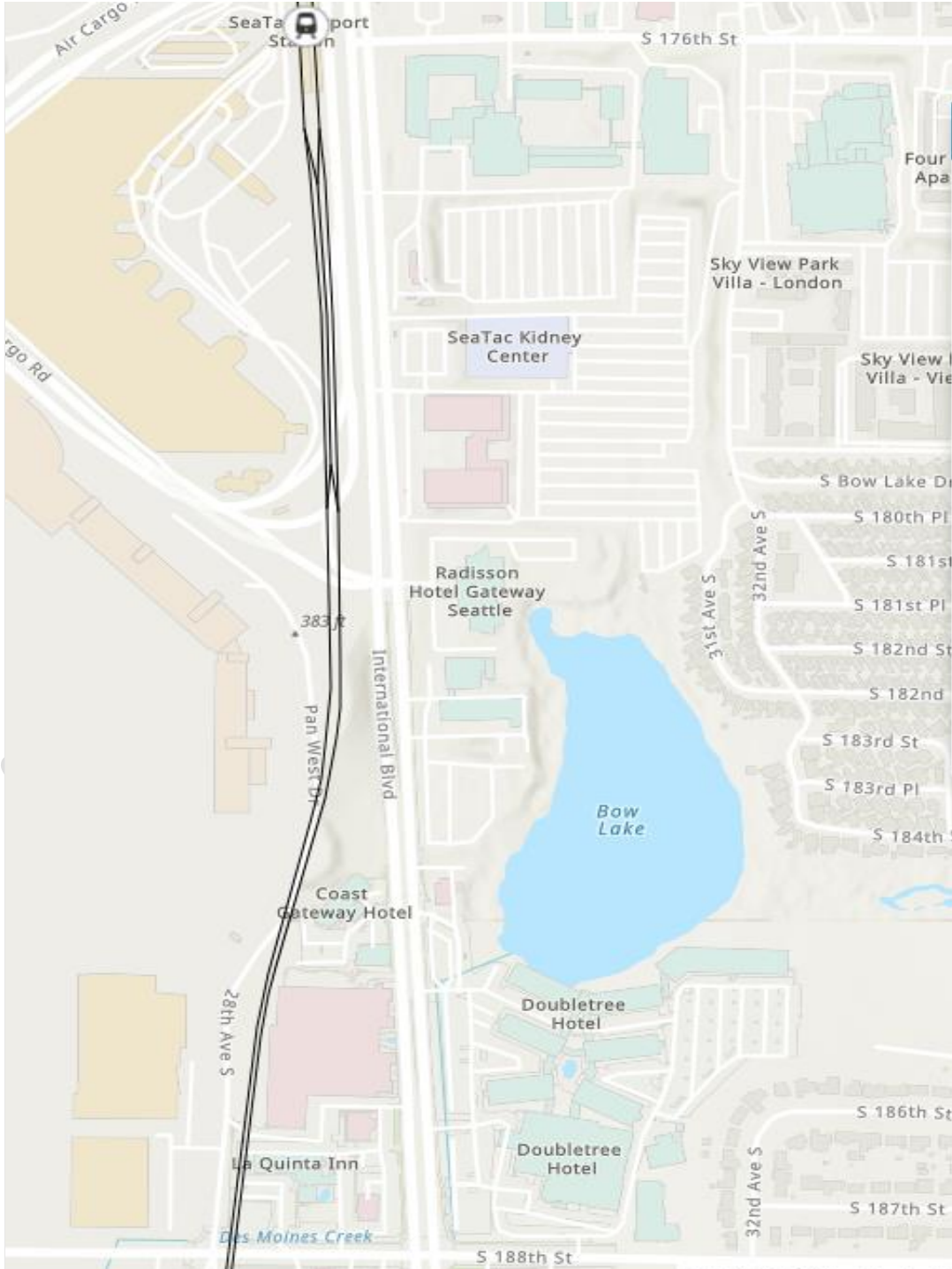


EXHIBIT B

GENERAL DEPICTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

4 of 6

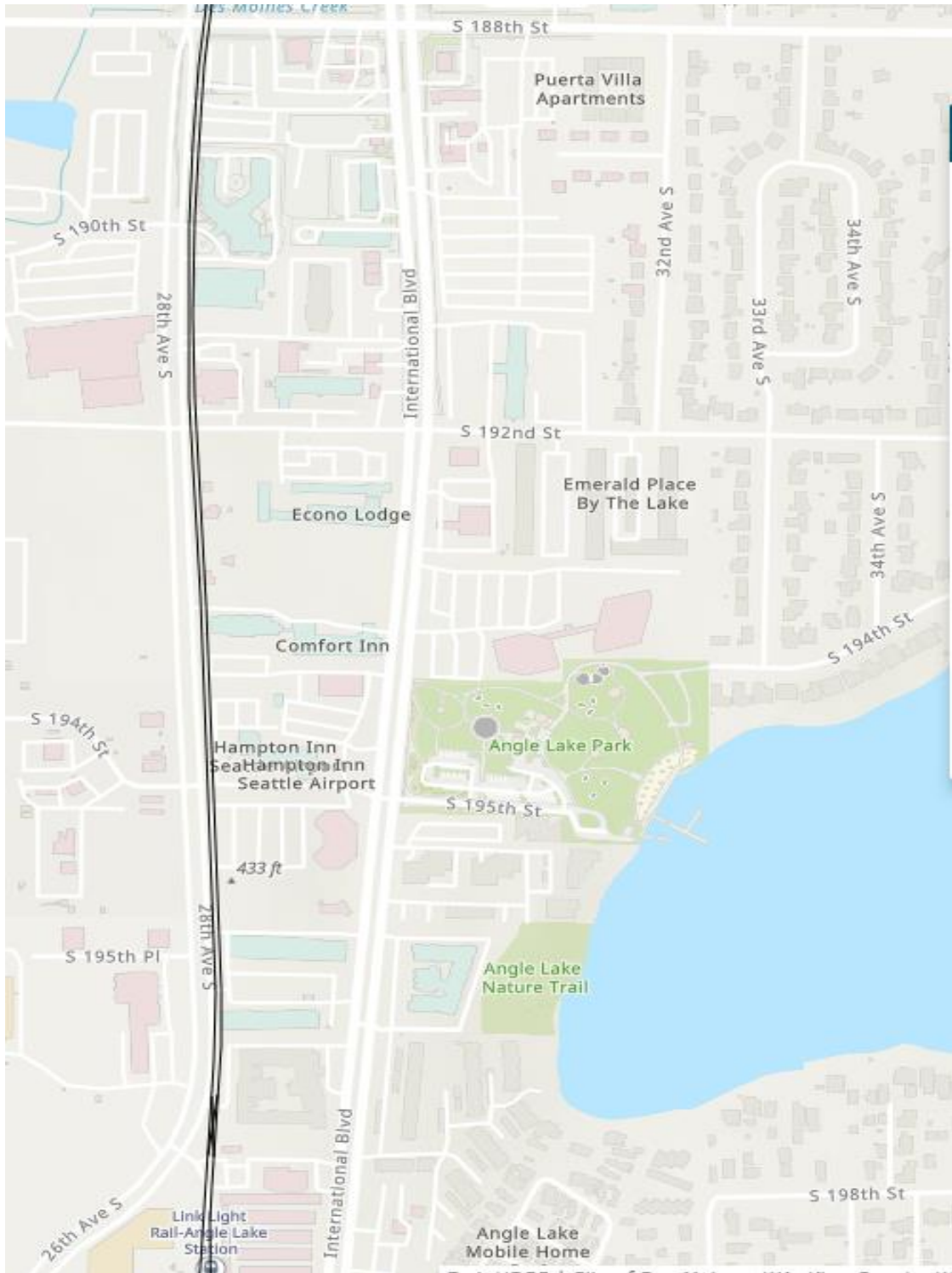


EXHIBIT B

GENERAL DEPICTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

5 of 6

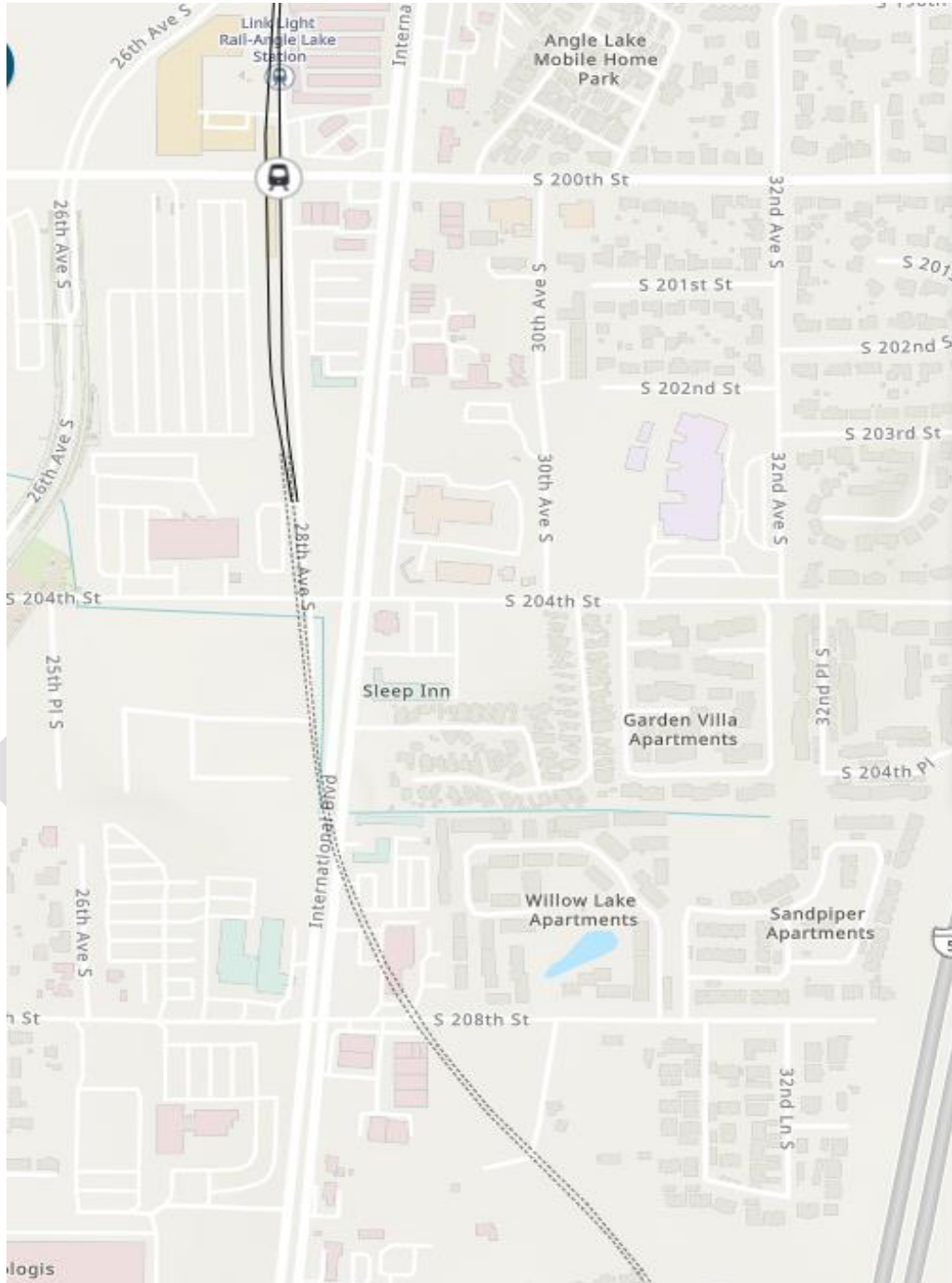


EXHIBIT B

GENERAL DEPICTION OF LIGHT RAIL ALIGNMENT AND STATION LOCATIONS

6 of 6

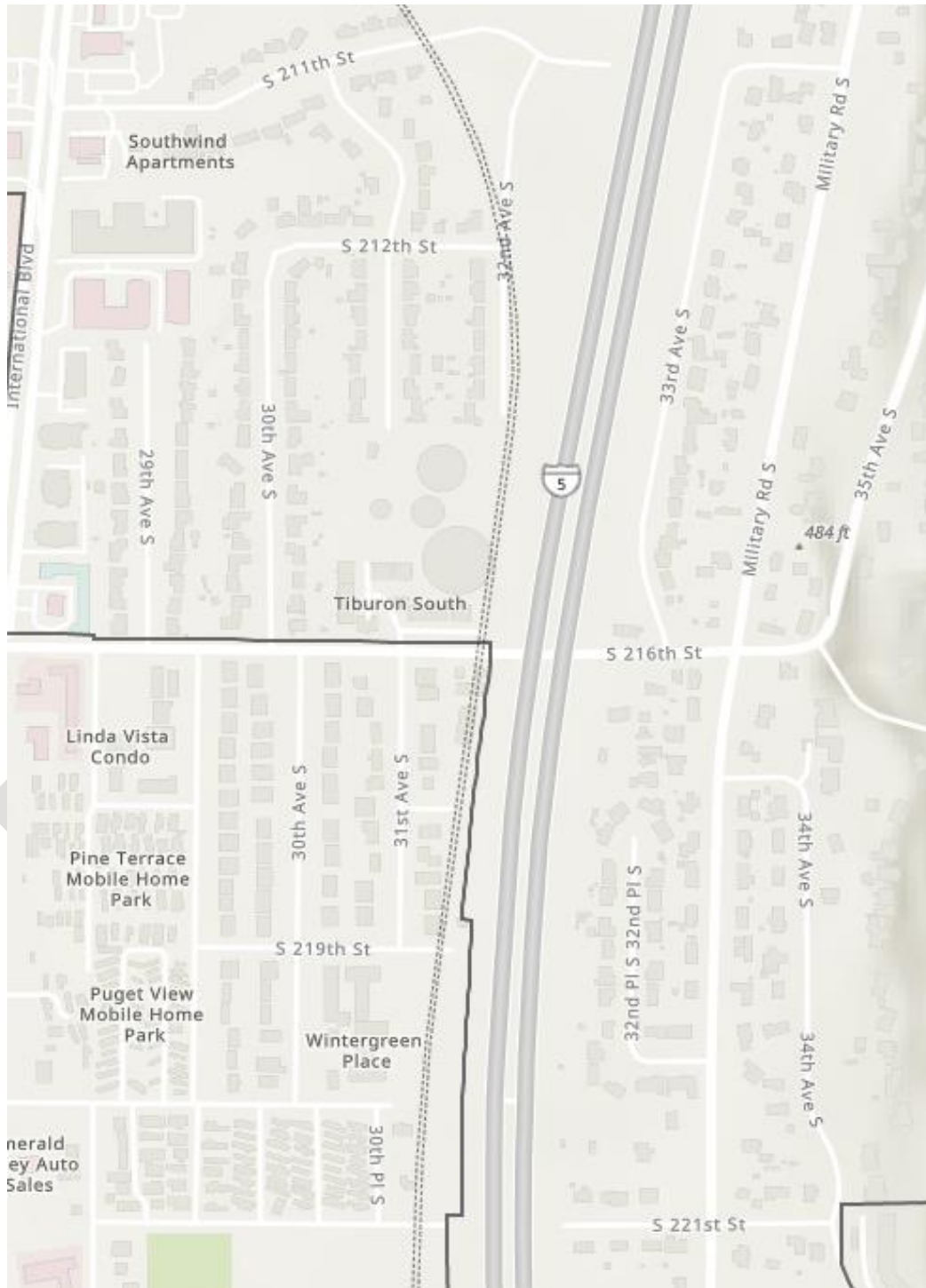


EXHIBIT C-1

PLAN AND PROFILE

FINAL RIGHT-OF-WAY PLANS FOR CENTRAL LINK AIRPORT LINK PROJECT AND CENTRAL LINK SOUTH LINK PROJECT (S. 200TH LINK EXTENSION)

See attached PDF plan sets which will be inserted upon finalizing agreement.

<AIRPORT LINK – SOUTH CORRIDOR ROW PLANS.pdf>

<S. 200th Link Extension S440- row plans.pdf>

EXHIBIT C-2

PLAN AND PROFILE DRAWINGS FOR FEDERAL WAY LINK EXTENSION

<Seatac FWLE ROW files.pdf>

DRAFT

DRAFT

Transit Way Agreement Consolidation

September 15, 2022



PRESENTATION OVERVIEW

PURPOSE OF PRESENTATION

Provide an overview of the consolidation of three Transit Way Agreements (TWA), between the City & Sound Transit (ST).

WHY IS THIS ISSUE IMPORTANT?

- The City requested that Sound Transit work with the City to consolidate three TWA documents into one document;
- It provides the 'rules' of how the City and ST will work with each other in the rights-of-way;
- Each agreement is worded slightly differently in some sections;
- Draft consolidation has been under review for 12 months;
- It must satisfy the Federal Transit Administration (FTA) requirements;
- The three TWA's were enacted by Resolution, signed by City Manager;
- There are no new changes proposed as part of the consolidation.



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED

- Forward the agreement to Council for Action & Presentation at {RCM October TBD}
 - Note: the documents can be amended by Committee through a motion before action
- Forward the agreement to Council for Action on the Consent Agenda on {RCM October, TBD}
 - Note: the documents can be amended by Committee through a motion before action
- Provide direction to the City Manager/staff to amend the agreement
- Do not move this agreement to Council for action

STAFF RECOMMENDATION Forward the agreement to Council for Action on the Consent Agenda

REVIEWS TO DATE T&PW: 9/15/2022 (today)

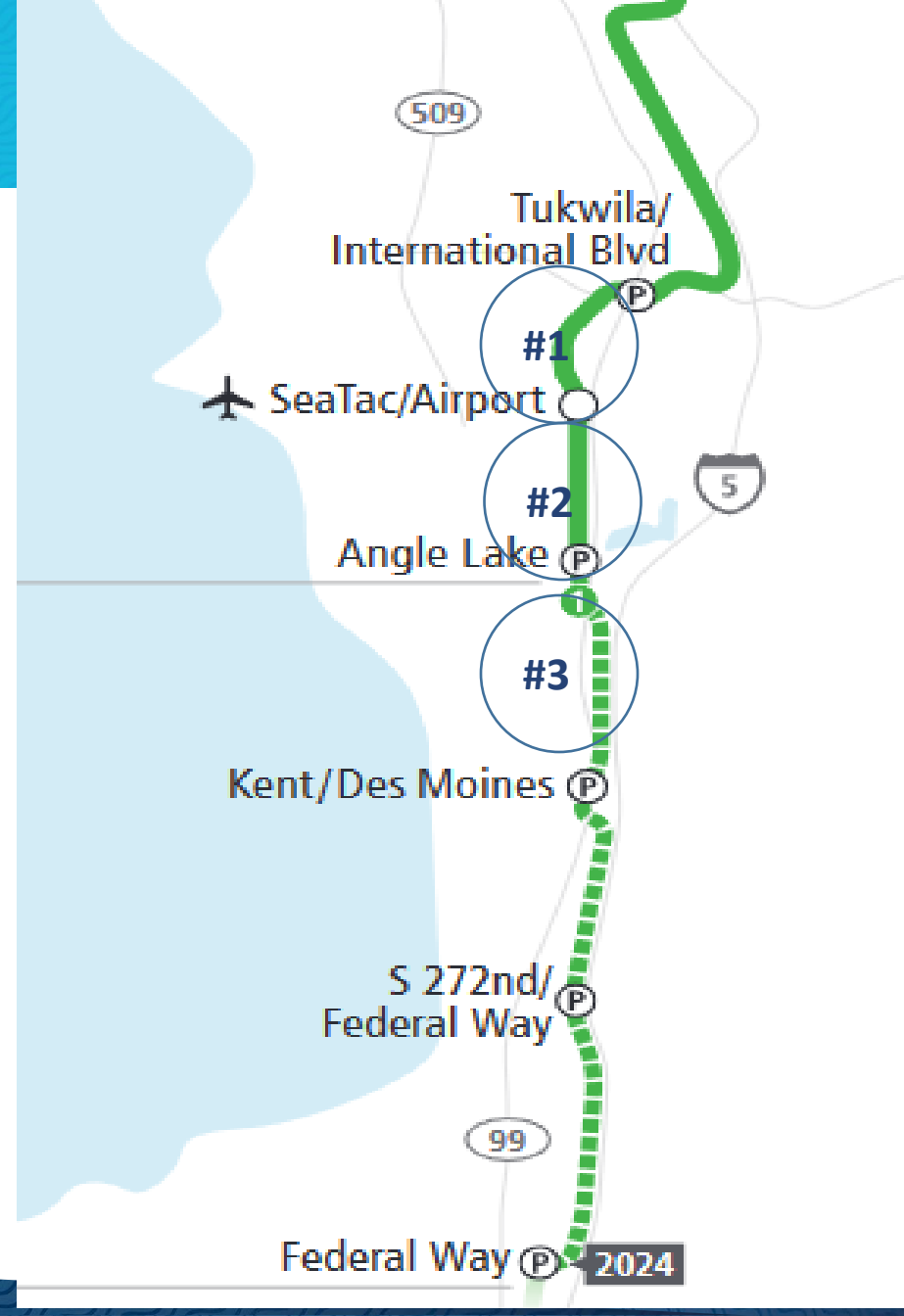
- Note: Action will be for the CM to sign the TWA once it has completed FTA review and ST Committee review and PROVIDED there are no changes of substance.



THREE AGREEMENTS

1. 2006 (Central Link) Agreement GLR 0028-06
2. 2012 (South Link) Agreement GA 0162-12
3. 2019 (FWLE) Agreement GA 0048-18

If we have different 'rules' for different sections of ROW, it is problematic for maintenance, general operations, emergencies, notification periods, permitting etc.



HOW DID WE GET HERE

- City is unique - we have three major agreements – Development Agreements (DA) and Transit Way Agreements (TWA); *The topic of this meeting*
- Without these agreements, there would be no light rail;
- Additionally, over 15 other agreements/MOU's/LOC, Terms Sheets etc on just the FWLE project alone;
- Three different segments;
- Two stations;
- Three major agreements, spanning 2006 – 2019;
- Each agreement is slightly different; and
- We need one TWA so there is no confusion about what agreements should be used/what and when it applies.



TWA OVERVIEW

- TWA and a Development Agreement are the key agreements;
- Consolidation of the TWA is important to ensure consistent and contiguous agreement of using the ROW.
- Provides for a non-exclusive use of certain portions of the Public-Rights-of-Way (ROW);
- Key Issues Include:
 - How the ROW can be used;
 - Repair of any damaged public and private property;
 - Levels of operation and maintenance (all facilities); and
 - Construction notification periods (72 hours)
- Standardized agreement across jurisdictions (since FWLE);
- Must satisfy the Federal Transit Administration (FTA) requirements;
- Addresses: construction, maintenance, operation, and ownership;



TWA establishes the **framework** and **responsibilities** for how the agencies will interact regarding Sound Transit's **use of** the city-owned public **rights-of-way** for the purposes of **constructing, operating and maintaining light rail** within portions of the SeaTac transit system.

WHY ONE AGREEMENT

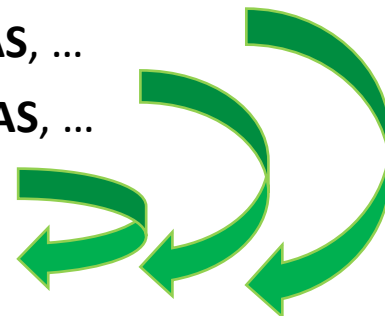
- City owns and operates city streets, and Sound Transit owns and operates within these streets;
- Three existing agreements:
- **One Document DA (incl TWA clauses): WHEREAS**, on February 16, 2006, Sound Transit and the City entered into a Development and Transit Way Agreement for the Central Link Light Rail Airport Link Project (GLR 0028-06);
- **One Document DA (incl TWA clauses) : WHEREAS**, on July 20, 2012, Sound Transit and the City entered into a Development and Transit Way Agreement for the South 200th Link Extension Project (GA 0162-12);
- **Two Documents (TWA + DA) WHEREAS**, on April 10, 2019, Sound Transit and the City entered into an Agreement for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Federal Way Link Extension Light Rail Transit Project (GA 0048-18);



ONE AGREEMENT

Airport
Angle Lake
FWLE
New

- One Document DA ~~(incl TWA clauses)~~: WHEREAS, ...
 - One Document DA ~~(incl TWA clauses)~~: WHEREAS, ...
 - ~~Two~~ One Document (~~TWA~~+ DA) WHEREAS,
 - **NEW Consolidated TWA**
- Using the **model text of the FWLE TWA** agreement (most recent), provisions are **consolidated into one agreement.**



AN EXAMPLE & NEXT STEPS

- Using the **model text of Agreement 3** (most recent), provisions are **consolidated into one agreement**.

If we have different 'rules' for different sections of ROW, it is problematic for maintenance, general operations, emergencies, notification periods, permitting etc.

- Example: Entry & Access Section
- Agreement 1: identical to Agreement 2, lacks detail of agreement 3.
- Agreement 2: identical to Agreement 1, lacks detail of agreement 3.
- Agreement 3: Gives more details – during vs. post construction, emergency access, notification periods, permits required.
- No new provisions are added (as required by the FTA), some provisions are superseded by the most newest agreement.
- **Sound Transit Review:** The new agreement will go to the FTA for review (this is important), ST Committee and Board for signature
- **City Review:** T&PW Committee, RCM and City Manager for signature



POTENTIAL COMMITTEE ACTION

COMMITTEE ACTION REQUESTED

- Forward the agreement to Council for Action & Presentation at {RCM October TBD}
 - Note: the documents can be amended by Committee through a motion before action
- Forward the agreement to Council for Action on the Consent Agenda on {RCM October, TBD}
 - Note: the documents can be amended by Committee through a motion before action
- Provide direction to the City Manager/staff to amend the agreement
- Do not move this agreement to Council for action

STAFF RECOMMENDATION Forward the agreement to Council for Action on the Consent Agenda

REVIEWS TO DATE T&PW: 9/15/2022 (today)

- Note: Action will be for the CM to sign the TWA once it has completed FTA review and ST Committee review and there are no changes of substance.





MEMORANDUM

To: Transportation and Public Works Committee
Through: William Appleton, Public Works Director
From: Ingrid Bulpin, Real Property Analyst
Date: September 15, 2022
Subject: Sound Transit offer to Purchase an Easement for Transmission and Distribution of Electricity

Purpose:

To obtain Committee approval to move a Motion forward with an offer from Sound Transit to acquire a permanent easement and authorize execution of all related documents and place it on the Council Consent Agenda for the October 11 Regular Council Meeting (RCM).

Background:

A permanent easement for the Transmission and Distribution of Electricity is needed due to impacts related to the Federal Way Link Extension Construction Project. As part of the Project, electric transmission lines needed to be moved outside of the 28th Avenue South right of way and raised up with large support structures to provide adequate clearance for Federal Way Extension Link of Sound Transit's Light Rail guideway at the intersection of International Boulevard and South 208th Street.

The new easement will occupy 4,200 square feet of City property, traversing along the west edge of the property. Access to the site from 28th Avenue South will not be affected by the easement. The easement also does not inhibit the future development of the property's useable area situated in the northeast portion of the property.

Sound Transit presented the initial offer for the purchase of the Easement in December 2021. City staff negotiated the final settlement (as attached) which is consistent with similar properties in the area and deemed fair market value.

Options/Recommendation:

We believe the offer is fair and equitable. We request Committee approval to place this Motion on the Council Consent agenda for the October 11 RCM with a recommendation to approve.

WHEN RECORDED RETURN TO:

Sound Transit
Real Property Division
401 S. Jackson Street
Seattle, WA 98104-2826

PSE ELECTRICAL EASEMENT

Grantor(s): City of SeaTac
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Portion Tracts 18 and 23 Homestead Park Five Acre Tracts
Assessor's Tax Parcel No(s): 344500-0135
ROW No(s): FL102.01

City of SeaTac, a municipal corporation ("Grantor"), is the owner of real property located in the City of **SeaTac** commonly known as **20400 International Boulevard, SeaTac, WA 98198**, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Federal Way Link Extension.

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement. Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and/or assigns, a permanent electrical easement ("Easement") within, over, across, through and upon the portion of the Property, more particularly described in the attached **Exhibit "B"**, and depicted in the attached **Exhibit "C"** ("Easement Area").

2. Purpose of Easement. Grantee, its agents, contractors permittees, and assigns may use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters,

fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights granted in this easement.

3. Easement Area Clearing and Maintenance. Grantee shall have the right, but not the obligation, to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

4. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed. Grantor shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

5. Restoration. Following initial installation, repair or extension of its facilities, Grantee shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by Grantee's work to the condition existing immediately prior to such work, unless said work was done at the request of Grantor, in which case Grantor shall be responsible for such restoration. All restoration which is the responsibility of Grantee shall be performed as soon as reasonably possible after the completion of Grantee's work and shall be coordinated with Grantor so as to cause the minimum amount of disruption to Grantor's use of the Property.

6. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

7. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of the negligence of Grantee or its contractors in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

8. Termination. The rights herein granted shall continue until such time as Grantee terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Grantor. No termination shall be deemed to have occurred by Grantee's failure to install its systems on the Easement Area.

9. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this Easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective heirs, successors and assigns.

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

11. Condemnation. This Easement is granted under the threat of condemnation.

12. Recording. Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this _____ day of _____, 20____.

Day

Month

Year

Grantor: **City of SeaTac, a municipal corporation**

By: _____

Name: _____

Its: _____

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

I certify that I know or have satisfactory evidence that _____ and _____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

Dated and signed on this _____ day of _____, 20____.

Day

Month

Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

STATE OF WASHINGTON

}

} SS.

COUNTY OF KING

}

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

Dated: _____

Signature: _____

Notary Public in and for the State of Washington

Notary (print name): _____

Residing at: _____

My appointment expires: _____

EXHIBIT "A"
Legal Description

R/W No. FL-102.01
PIN 3445000135
CITY OF SEATAC

THAT PORTION OF TRACTS 18 AND 23 OF HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON, LYING WEST OF PACIFIC HIGHWAY SOUTH;

EXCEPT THE WEST 5 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY QUIT CLAIM DEED RECORDED IN VOLUME 8 OF ROAD DEEDS, PAGE 123;

AND EXCEPT THE NORTH 15 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY QUIT CLAIM DEED RECORDED UNDER RECORDING NUMBER 5004208.

EXHIBIT B

SE 1/4 OF SE 1/4 OF SECTION 04, T.22N., R.04E., W.M.

KING COUNTY PARCEL NO. 344500-0135
R/W NO. FL102.01

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A"), DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID HEREIN DESCRIBED PARCEL;
THENCE S 00°30'38" E ALONG THE WEST LINE OF SAID PARCEL FOR 18.80 FEET TO
THE POINT OF BEGINNING;
THENCE S 04°22'16" E TO THE WESTERLY MARGIN OF STATE ROUTE-99 FOR 281.00
FEET;
THENCE ALONG SAID WESTERLY MARGIN S 06°04'59" W TO THE SOUTHERN
CORNER OF SAID PARCEL FOR 164.76 FEET;
THENCE N 00°30'38" W ALONG THE EASTERLY MARGIN OF 28TH AVENUE SOUTH
FOR 444.03 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 4,200 SQUARE FEET, MORE OR LESS.



PROJECT NO: 1005488
PREPARED BY SRW
DATE: 05/28/2021

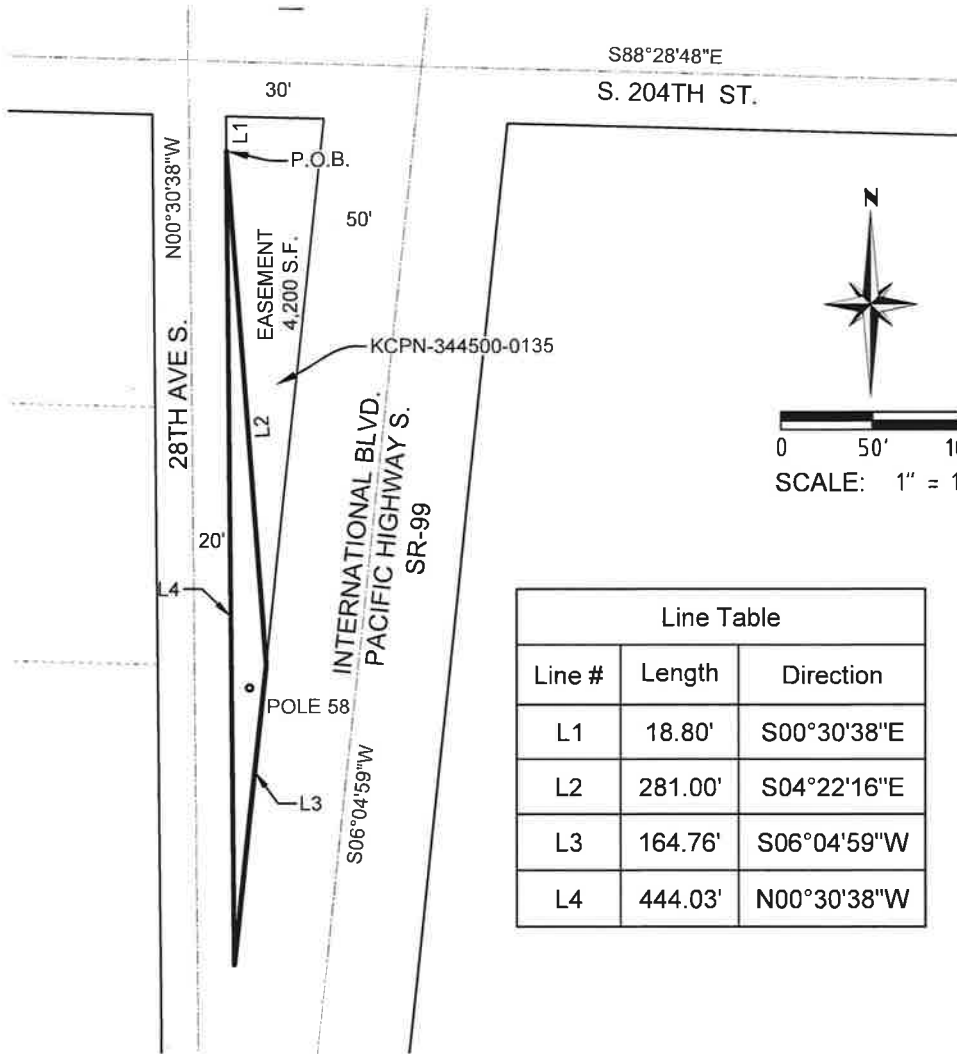


SURVEY & MAPPING

13221 S.E. 26TH STREET, SUITE A, BELLEVUE, WA 98005
TEL: (425) 746-3200 WWW.APSSM.COM

EXHIBIT C

SE 1/4 OF SE 1/4 OF SECTION 04, T.22N., R.04E., W.M.
 KING COUNTY PARCEL NO. 344500-0135
 R/W NO. FL102.01



Line Table		
Line #	Length	Direction
L1	18.80'	S00°30'38"E
L2	281.00'	S04°22'16"E
L3	164.76'	S06°04'59"W
L4	444.03'	N00°30'38"W



PROJECT NO: 1005488
 PREPARED BY SRW
 DATE: 05/28/2021



SURVEY & MAPPING

13221 S.E., 26TH STREET, SUITE A, BELLEVUE, WA 98005
 TEL: (425) 746-3200 WWW.APSSM.COM



TRANSMITTAL

August 29, 2022

via USPS and email

City of SeaTac
Attn: Ingrid Bulpin
4800 S. 188th Street
SeaTac, WA 98188

Federal Way Link Extension
ROW ID: FL102.01
Tax Parcel No: 3445000135
Property Address: 20400 International Boulevard, SeaTac, WA 98198

Dear Ms. Bulpin:

Sound Transit is confirming our settlement with you to purchase an Electrical Easement located at 20400 International Boulevard, SeaTac, WA as part of the Federal Way Link Extension in the amount of \$23,100.

Sound Transit mailed the offer to you on December 21, 2021 for \$4,600, based on our appraisal for the fair market value. We received a counteroffer from you on January 13, 2022, for \$41,500. Our Acquisition Agent, Tim Sauber, proposed a recommendation of settlement for \$23,100, and on June 2, 2022 you agreed to accept this settlement recommendation subject to Sound Transit approval.

We have revised the Payment Request Voucher and are providing this, as well as the Electrical Easement to you for your review and signature.

Please let us know if you have any questions or would like any additional information.

The receipt below is for file documentation indicating that you accepted this settlement. Please sign the receipt and return it to Sound Transit.

Sincerely,

Tyler Geyer
Tyler Geyer (Aug 29, 2022 08:45 PDT)

Tyler Geyer
Real Property Project Manager

Enclosure(s)

Receipt of this letter and acceptance of the Settlement is hereby acknowledged.

By: _____ Date: _____



Payment Request

Sound Transit Union Station 401 S. Jackson St. Seattle, WA 98104-2826	Displaced Person(s) or Claimant(s): City of SeaTac Attn: Ingrid Bulpin 4800 S. 188 th Street SeaTac, WA 98188 (206) 973-4818 ibulpin@seatacwa.gov	I hereby certify that the items and amounts listed herein are proper charges against Sound Transit. That the same and any part thereof has not been paid and that I am authorized to sign for the claimant. <hr style="border: 0.5px solid black;"/> <div style="display: flex; justify-content: space-between;"> Signature Date </div>
---	---	--

PROJECT: Federal Way Link Extension	RW#: FL102.01	Parcel #: 344500-0135
<input type="checkbox"/> Make Warrant Payable To <i>(if different than name noted above)</i> : <input type="checkbox"/> Remit Warrant To <i>(if different than above)</i> : <input type="checkbox"/> Hold Warrant for Pick-Up and Delivery By Authorized Right of Way Agent		

For Permanent PSE Electrical Easement - 4,200 SF	\$4,600.00
JUST COMPENSATION	\$4,600.00
Administrative Settlement:	\$18,500.00
FINAL SETTLEMENT	\$23,100.00
Professional Fees (Acquisition)	
Other Items:	
SUBTOTAL:	\$23,100.00
AMOUNT TO BE PAID:	\$23,100.00

Right-of-Way Agent: Timothy Sauber
Signature: _____ Date: _____

Approved for Payment: Real Property Project Manager Signature: _____ Date: _____
--

Approved for Payment: Real Property Deputy Director (up to \$200K) or Real Property Director (\$200K-\$300K) Signature: _____ Date: _____

Approved for Payment: Deputy Executive Director, Business & Construction Services Signature: _____ Date: _____
--

Sound Transit Offer to Purchase an Easement for Puget Sound Energy (PSE)

Permanent Easement for the Transmission and Distribution of Electricity

Relocate Transmission and Distribution Lines outside of Right of Way

To provide adequate height clearance for Sound Transit Aerial Guideway, crossing New SR 509 at International Boulevard

Large support base and poles needed for clearance

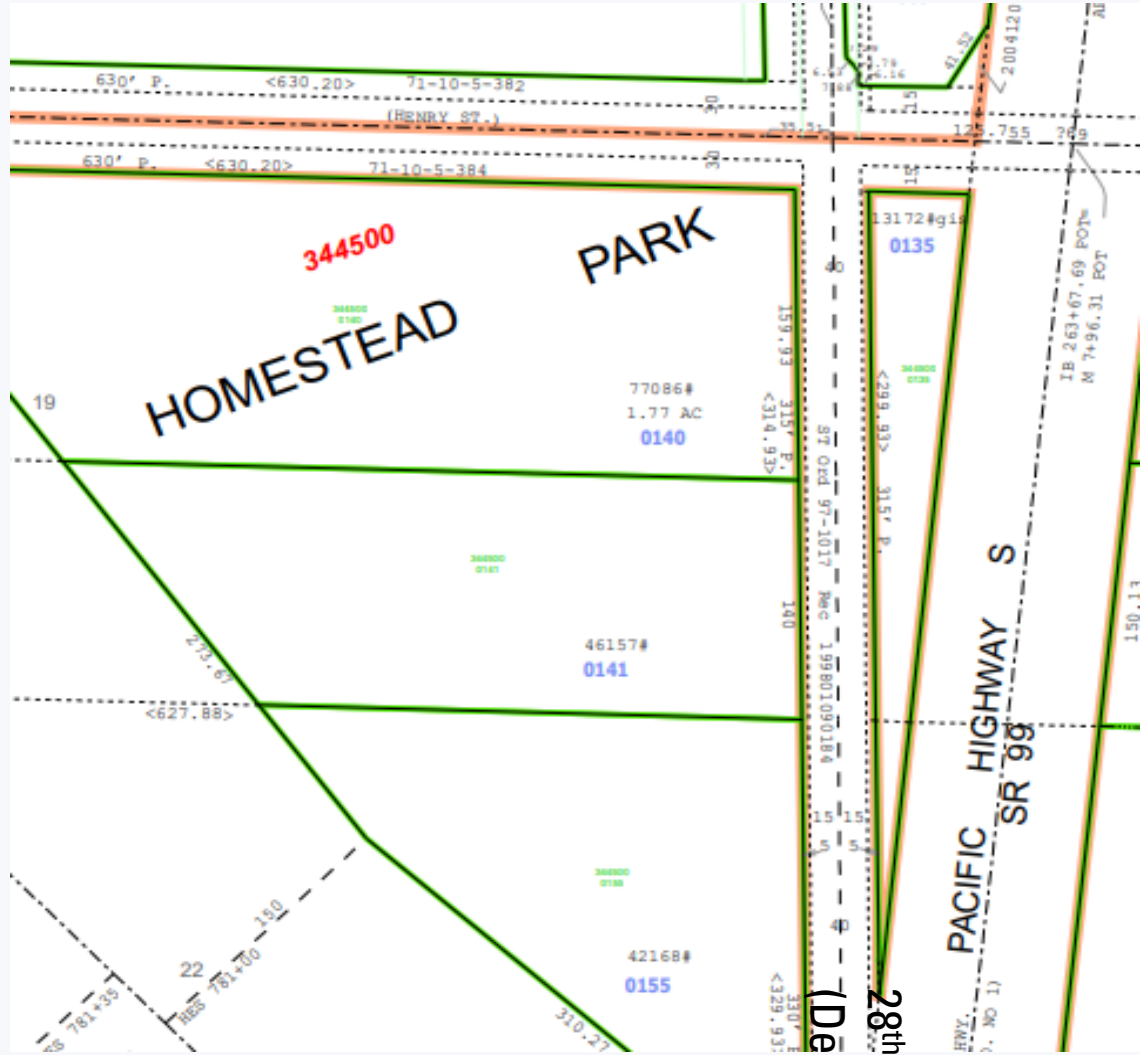
Federal Way Link Extension - Construction of Aerial Guideway

The City Owned Parcel



- Bound by South 204th St., 28th Ave So. and International Blvd.
- Triangular shaped - 13,172 square feet
- Generally, Slopes downward from International Blvd to 28th Ave So.
- King County Tax ID #344500-0135

So. 204th St.





9/12/2022

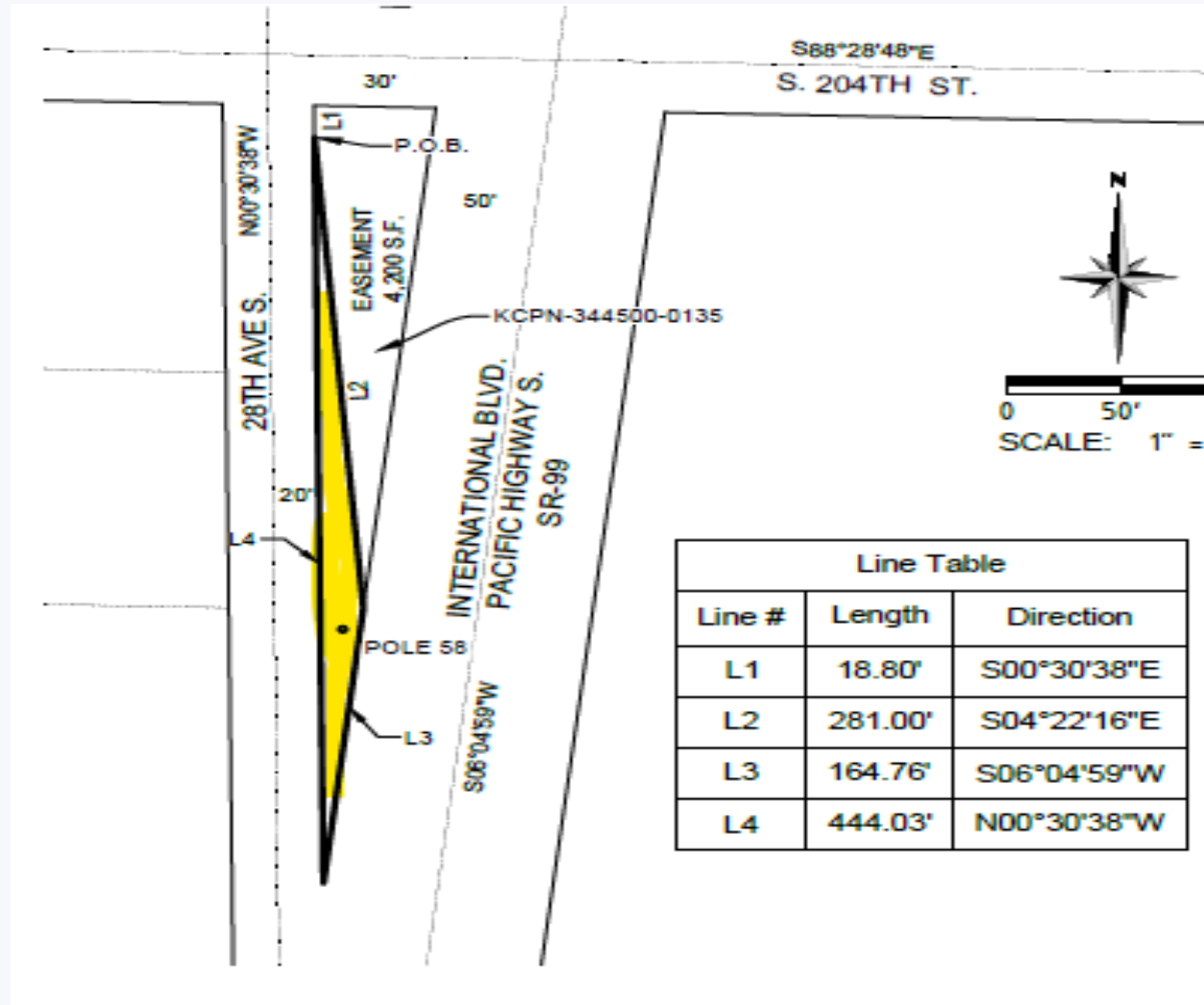
Proposed PSE Electrical Easement

Easement will affect 4,200 square feet

Traversing along the West side of Parcel, parallel to 28th Ave So.

Will not affect access from 28th Ave So.

Future development of useable area will remain un-affected.



Offer to Purchase Easement

Presented to the City in December
2021

Staff did a thorough review

Consulted with 3rd party Certified
Appraiser

Negotiated a settlement consistent
with similar properties



9/12/2022



9/12/2022

Public Works Staff believes the offer is fair and justifiable and in the public's interest.

Requests T&PW Committee Approval to take Easement Offer to City Council