#### **EXHIBIT C**

#### INTERAGENCY COOPERATION & DEVELOPMENT COMMITMENTS

As part of their 2005 Interlocal Agreement ("ILA"), the Port and City agree to the following interagency cooperation & development commitments.

#### 1. GENERAL

- 1.1 **Shared Goal.** The Port and City agree that a vibrant, safe, attractive, and economically healthy City surrounding Seattle-Tacoma International Airport ("Airport") are shared goals and responsibilities.
- 1.2 **Cooperative Relationship.** The Port and City place a high priority on a cooperative relationship in recognition of their respective municipal powers. The parties wish to take advantage of the benefits provided by the Airport, while reducing the adverse impacts from the Airport
- 1.3 Interagency Cooperation & Development Commitment Strategy. This interagency cooperation & development commitments package establishes strategies for the City and Port to cooperate with respect to future projects. [Note: Exhibit A of the ILA provides for project review for Port projects, which may include Joint Consultation under Section 2.2.2 of Exhibit A for those Port Master Plan and CDP Projects which are eligible for joint consultation on Attachment A-1.]
- 1.4 **Community and Land Use Compatibility Relief.** In addition to the other funding and financial commitments described in this interagency cooperation and development commitments package, the Port has already paid the City the sum of \$10.0 million as community and land use compatibility relief and litigation settlement ("Community Compatibility") pursuant to the terms of the 1997 ILA.
- 1.5 **Airport North Freight Cargo Complex ("L-Shaped Property).** The Port's 2005 Airport Comprehensive Development Plan (CDP) draft dated September 30, 2005 proposes development of a north freight cargo complex on existing Port-owned property commonly known as the "L-Shaped Property" (those properties owned by the Port of Seattle on September 14, 1997, in the vicinity of 24<sup>th</sup> Avenue So. [western boundary], S. 148<sup>th</sup> Street [northernmost boundary], 26<sup>th</sup> Avenue So. [eastern boundary], and State Route 518 [southern boundary]). At various times in the past, the Port has considered the possibility of acquiring additional property to the east of the L-Shaped Property for additional cargo facility development, but such additional property acquisition is not currently contemplated by the Port.

Under the terms of Exhibit A and its attachments (the list of permitted uses in Attachment A-2), development of air cargo warehousing and customer service facilities with direct airfield access or delivery to secure areas of the Airport are allowed uses on the L-Shaped Property. Once a Letter of Agreement concerning, but not limited to, a residential buffering plan, traffic routing and street vacations of the L-Shaped Property is signed by the Port and the City, the Port may petition the City to vacate the portions of those street sections of S. 150<sup>th</sup> St., and S. 152<sup>nd</sup> St. that bisect the property.

If the Port decides to acquire additional property adjacent to the L-Shaped Property, the Port agrees to coordinate with the City so that the acquisition may be considered as part of the City's work on the South Riverton Heights Subarea Plan. The parties shall use the subarea planning process to provide input into any joint consultation or mitigation committee discussions concerning the Port's acquisition of any additional property next to the expansion of the L-Shaped Property.

#### 2. CITY CENTER

- 2.1 **Existing Studies.** Pursuant to the terms of the 1997 ILA, the Port partnered with the City in the creation of the City Center Plan.
- 2.2 **Pedestrian Connection.** The Port shall work with the City and Sound Transit to plan, design and construct a pedestrian connection between the Airport passenger terminal and the Sound Transit light rail station planned to be located on Port property west of International Boulevard and generally opposite of South 176<sup>th</sup> Street. The Port and City anticipate that the connection will be implemented in two phases as follows: 1) an interim configuration that includes a temporary bridge from the light rail station to the 4<sup>th</sup> floor of the Airport parking garage with a corridor continuing through or adjacent to the garage and connecting to the skybridges from the garage to the existing passenger terminal, and 2) a final configuration that will require the construction of a pedestrian bridge between the Sound Transit station and the expanded Airport parking garage. The City and Port further agree to coordinate planning work with Sound Transit for the development of a pedestrian connection from the light rail station to the east side of International Boulevard. Sound Transit has agreed to pay for the cost of this pedestrian connection according to a December 20, 2004 term sheet between the City and Sound Transit.

#### 3. SOUND TRANSIT LIGHT RAIL IMPLEMENTATION

- 3.1 **Station and Guideway Location.** Both parties desire to have a Sound Transit Light Rail Transit (LRT) station to serve the Airport, City Center, and the region. Both parties have considered the concerns of each and will continue to work cooperatively to accommodate each other's concerns in the design, construction and management of these proposed LRT guideway and stations.
- 3.2 **Construction and Management.** The City and Port entered into an agreement on September 29, 2004, that addresses permitting responsibilities between the parties and Sound Transit. After the LRT is constructed, the parties shall continue to work cooperatively to address additional phases of LRT construction and operation.

#### 4. ECONOMIC DEVELOPMENT

- 4.1 **Joint Efforts.** The Port and City shall work through the SeaTac Economic Partnership (STEP) to jointly identify and vigorously pursue economic development opportunities for Port properties located within the City and near the Airport. The parties shall consider the costs and benefits of proposed development, including Port development.
- 4.2 **Specific Opportunities.** The City and Port shall cooperate to actively foster development of Port-owned properties including but not limited to the "L-shaped parcel", and the properties included in the 2004 New Economic Strategy Triangle (NEST) study.

#### 5. TRANSPORTATION AND PLANNING

#### 5.1 **Definitions.**

- 5.1.1 "Overruns" means projects cost that exceed its respective budget allocated in the Joint Transportation Study (JTS) budget as summarized in <u>Attachment C-1</u>.
- 5.1.2 "Actual revenue" means the parking tax funds collected by the City under Chap. 82.04 RCW.
- 5.1.3 "Forecasted revenue" means an anticipated schedule of parking tax funds likely to be collected by the City as calculated by Berk and Associates and described in Attachment C-2.
- 5.1.4 "Corrective Action" means an action taken by the parties to address the difference between the forecasted parking tax revenue and the actual parking tax revenue

over each two year intervals subsequent to the adoption of this ILA. Depending upon whether the size of the actual revenue shortfall is more or less than 90% of the forecasted revenues, the parties may raise the amount of the parking tax, modify the CIP projects, or change the budget for certain CIP projects.

#### 5.2 South Access.

#### 5.2.1 Permanent South Access.

- 5.2.1.1 <u>SR 509/South Access Roadway</u>. The Port and City fully commit to and support the SR-509/South Access project for a south airport access roadway connecting to I-5. The Port and City shall continue joint efforts, including funding lobbying, to obtain state and federal approval and funding.
- 5.2.1.2 <u>Alternate South Access.</u> If SR-509/South Access is not approved and funded by December 31, 2007, the parties may agree to establish an alternate south access, in the absence of a south airport roadway, if appropriate commitments can be obtained from WSDOT, FHWA and other affected entities. The parking tax funds that are dedicated to the South Access in the 2005 Interlocal Agreement between the Port and the City (ILA 2) shall not exceed the amount allocated in <u>Attachment C-1</u>. If the CIP projects exceed the amount allocated for each of these projects in the JTS budget, these overruns shall be remedied according to the process established under <u>Section 5.3.2.1</u>.
- 5.2.1.3 <u>South Link</u>. The Port of Seattle shall fund and construct improvements along 28th Ave. S. north of S. 188th St. known as the "South Link Project," to connect S. 188th St. with the Airport to complete the south access roadway project. The "South Link Project" constructs a new four-lane roadway and ramp system between S. 188th Street and the Airport Terminal Drive system and will provide connections to the North Airport Expressway, Upper and Lower Drives, Air Cargo Road, and the parking garages. These improvements shall be designed to principal arterial standards (or another standard if mutually approved by the parties). The project shall include northbound and southbound ingress and egress to the Airport roadway system and include at-grade access to and from the Airport at S. 188th St. and 24<sup>th</sup>/28th Ave. S. with pedestrian access maintained on the westside of 28<sup>th</sup> Ave. S., if requested by the City.
- 5.2.1.4 <u>South 170<sup>th</sup> Street Access</u>. Full commercial access shall be maintained from the North Airport Expressway to and from South 170<sup>th</sup> Street.

## 5.3 City Street Capacity; Trip Mitigation.

- 5.3.1 <u>Background</u>. The Port and City share an interest in ensuring that surface transportation needs are met by using the Airport more efficiently under its two runway configuration and in the future when the Master Plan projects and third runway are completed. The Port's Master Plan Update FSEIS dated May, 1997 notes significant surface traffic increases will occur in the City regardless of whether or not the Master Plan improvements are constructed.
- 5.3.2 Identity and Management of Capital Improvement Projects (CIP) The list of CIP projects contemplated by the parties and the funding plan for those projects is described in the Joint Transportation Study (JTS) and summarized in <u>Attachment C-1</u>. The City shall manage all CIP projects including the Ring Road and Westside Trail, but shall not manage the South Access project. The Port shall manage the South Access project.
- 5.3.3 Parking Tax. The parties agree that the parking tax collected by the City shall be applied according to the CIP as shown in the funding plan in the Joint Transportation Study (JTS). The annual parking tax revenue projections for both Portowned lots and private lots were forecast for the next ten years in a study prepared by Berk and Associates. This revenue forecast, including the parking tax revenue projections and each party's financial commitments to particular CIP projects, is described in Attachment C-1 and Attachment C-2. Based on the projections in this study, the parties agree to allocate the actual parking tax revenues between the parties to fund the CIP projects in the following percentages through the term of this ILA. The amount of funds dedicated to South Access, Westside Trail, and Ring Road projects shall be applied to all other City CIP projects as noted in the JTS.

In addition, if the actual revenues fall short of the forecasted revenues over a two year period, then the parties shall pursue the following options to correct parking tax revenue shortfalls:

a. Actual Revenues Are 90% or less of the Forecasted Revenues – If the actual revenues are 90% or less of the forecasted revenues during a two year period, then the parties are responsible for modifying the CIP projects planned for the two year time period to fit within the individual CIP budgets identified in Attachment C-1. Alternatively, if the parties agree, the parking tax may be raised so that the amount of the parking tax collected by the City meets the sum of forecasted revenue. However, if the parties agree to raise the parking tax to

- generate sufficient funds to meet the amount of forecasted revenue, the new parking tax rate shall not generate revenue to exceed the JTS project funding requirements shown in <u>Attachment C-1</u>.
- b. Actual Revenues are greater than 90% but less than 100% of the Forecasted Revenues If the actual revenues are greater than 90% but less than 100% of the forecasted revenue for the two-year period, then the parties will be responsible for modifying their respective projects to fit within the individual CIP budgets identified in Attachment C-1. Under these circumstances, the parties agree that the parking tax should not be raised. 2008 shall be the first year that this corrective action can be implemented.
- c. The parties may agree to use a combination of options a and b.
- d. <u>Criteria for Modifying CIP</u>: Within six months following the adoption of this agreement, the parties commit to developing a process that defines how, and under what criteria, the list of CIP projects is changed. The parties intend for this process to be adopted as an amendment to this Agreement.
- 5.3.2.1 Use of Parking Tax funds or other Funds to address project cost overruns With the following exceptions described below, the party responsible for managing a specific project shall also be responsible for funding any project overruns and may pay for these overruns by using one of the following methods:
  - a. **Parties may use parking tax revenue to cover project overruns.** The Port shall be responsible for reprioritizing funds allocated under the Port's 36.9% portion of parking tax revenue to pay for overruns in the South Access project. The City shall be responsible for reprioritizing funds allocated under its 63.1% portion of parking tax revenue to pay for overruns in the Ring Road, the Westside Trail and any other project it manages.
  - b. Parties may use other funds to cover project overruns. Project overruns that cannot be paid for by parking tax revenue shall be the sole responsibility of the agency managing the project. For the Ring Road and Westside Trail projects, the parties shall jointly agree to the proper scope and budget for these projects. After the parties agree upon this proper scope and budget, any overruns shall be the City's responsibility. All other CIP overruns, except South Access, shall be the responsibility of the City.

## 5.3.2.2 Use of Parking Tax Funds if Excess Funds are Available.

- a. If actual revenues exceed forecasted revenues, the excess revenue will be distributed to the parties in the same proportions. 36.9% of excess revenue will be credited to the Port of Seattle and the remaining to the City of SeaTac CIP. The parties may allocate the excess revenue as they deem legal and appropriate within their respective capital budgets.
- b. If actual expenses for a project are less than estimated expenses, the cost savings shall be credited to the party responsible for project management. The parties may allocate the excess revenue as they deem legal and appropriate within their respective capital budgets.
- 5. 4 **Impact Fees.** The Port shall not pay impact fees for land uses described in Exhibit A, Attachment A-2 (Land Uses) that are permitted by the Port. However, all other land uses on Port-owned property that the Port does not permit as shown in Exhibit A, Attachment A-2 shall be subject to the City's impact fees (*e.g.* stand-alone restaurant on Port property would pay commercial impact fees).
- 5.5 **Westside Trail.** The parties agreed in the 1997 ILA to pursue options for developing a multi-use trail on the Westside of the Airport with Port contribution of \$1.5 million for construction and improvements. In 2004, the Port contributed \$50,000 toward a trail study and pre-design and participated in submitting a grant application that will provide approximately \$206,000 for trail construction. The Port also worked with the FAA to construct a portion of the trail on Port owned property adjacent to Des Moines Memorial Drive, south of S. 160<sup>th</sup> St. The remaining \$1.45 million of the Port's financial obligation toward the trail will be satisfied by parking tax funds as indicated in Attachment C-1. The trail design and improvements shall: (a) be designed and maintained to avoid creating a wildlife or bird hazard to aircraft, (b) not be construed as a park under Department of Transportation Act Section 303(c) (commonly called DOT 4(f)) restrictions, and (c) be maintained by the City in a safe and attractive manner. For DOT Section 4(f) purposes, the Port of Seattle retains land use control of its portion of the Westside Trail.

#### 6. STREET VACATION

6.1 **City Adoption.** In the 1997 ILA, as amended pursuant to Amendment #2 on December 21, 1999, the City agreed to vacate a set of streets to the Port identified in <u>Attachment C-3</u>. The Port's payment for these street vacations was not to exceed \$6.5 million, including interest accrued on \$3 million of that amount. The Port has applied for and the City has vacated a majority of these streets. The Port has paid the City \$6.5 million, in full, plus interest, for all

the streets that the parties agreed would be vacated in the 1997 ILA. In order to complete the vacations of the streets identified below in (a) and (b), the Port shall follow the City's street vacation process as outlined in City Ordinance No. 94-1045 and the City shall adopt ordinances approving the street vacations within 90 days of the Port's application. The streets that remain to be vacated are:

- (a) Approximately 4 acres of other street rights-of-way on existing Port property; and
- (b) Completion of the approximately 33 acres of street vacations in the North SeaTac Park (NSTP) area as called for in the NSTP agreements.

#### 7. AIRPORT BEAUTIFICATION PLAN

7.1 **Landscaping.** On May 12, 2000, the Airport Director and the City Manager signed a letter establishing a mutually agreed upon approach for fulfilling the Port's commitment in the 1997 ILA to implement a comprehensive landscape beautification plan for the Airport. The purpose of this plan is to improve the general perimeter appearance of the Airport and to integrate it more effectively into the natural and built environments, including landscaping and aesthetic features for the new runway fill slope. As of December 31, 2004, the Port had completed \$1.96 million worth of landscaping towards its commitment of \$10 million. The breakdown of this amount is as follows:

•	South 182 <sup>nd</sup> St. airport entrance	\$432,000
•	Parking garage	\$291,759
•	South substation	\$43,814
•	South Terminal expansion	\$200,000
•	South Terminal artwork	\$500,000

• North substation \$492,000 (partial based on % complete of \$668,000 total cost)

As a result of Port planning, the Port and City agree to revise, as necessary, the list of projects that will count toward fulfilling the Port's remaining financial obligation. The parties agree to review and discuss other means of implementing the remainder of this financial obligation including escalation of project costs and increasing the percentage of applicable soft costs. The parties shall strive to complete this update by December 31, 2005. If the City and Port disagree on the specific projects and procedures for the landscape plan, then they shall resolve their disagreement pursuant to Dispute Resolution under <u>Section 13</u> of the ILA.

#### 8. ECONOMIC PARTNERSHIP

The parties share a unique relationship due to the physical location of the Airport in the heart of the City and the importance of the Airport as a catalyst to the City's economy. The "Most Favored Nation" clause of the first term of this Interlocal Agreement arose out of the parties' desire to support this unique relationship and to settle litigation concerning the environmental review of the Master Plan and land use jurisdiction. In addition, the parties agreed to the clause so that the City would not be placed in a disadvantageous posture for having settled the Master Plan litigation before other entities.

In the second term of this agreement, the parties wish to continue the concept of a "Most Favored Nation" clause, but recognize that practical difficulties exist in doing so because the parties have now settled the litigation that provided the genesis for the clause. In order to continue the "Most Favored Nations" concept in an objectively measurable way, the parties agree to the following:

If the Port enters into an Interlocal Agreement with another neighboring City for an economic development initiative such as the development of real property, the City may present a similar proposal to the Port. If the City does so, the Port shall evaluate the proposal and make reasonable efforts to enter into an agreement with the City that is also economically beneficial.

## 9. CITY/PORT ADVISORY COMMITTEE

- 9.1 **Objective.** This interagency cooperation and development commitments package, along with the ILA, is dependent upon a constructive, positive and trusting relationship between the City and Port. Both parties in good faith shall work to establish and maintain that relationship.
- 9.2 **Joint Advisory Committee; Liaisons; Team Building.** The Port and City have established a permanent Joint Advisory Committee (JAC) composed of at least two City Council members and two Port Commissioners, with support of appropriate staff. The JAC shall continue to meet as needed to review progress under this ILA. Further, the City and the Port shall each designate a liaison staff person to coordinate overall implementation of this ILA.

#### 10. NOISE

10.1 **City Involvement in Part 150 Study Update.** The Port shall include both a representative and alternate from the City on any future Part 150 Study Citizen's Advisory Committee and a City staff representative and alternate on the Technical & Planning Advisory Committee. The City shall also have a representative to the "Fly Quiet Committee" to propose, assess and recommend improvements to flight operations in the interest of reducing noise to City residents and businesses. The Port shall make its noise staff and consultants available to brief the City Council.

#### 11. PHASE II TRI-PARTY AGREEMENT

The Port, City and King County entered into a two-phase tri-party agreement in 1990: "Agreement Relating To The Development of North SeaTac Park." The Port commitments under this agreement have been completed. The City commitment to vacate the rights-of way as called for in Section 4 of Phase II of the Agreement remain to be completed, as specified in Attachment C-3.

## 12. ESCALATION OF FINANCIAL COMMITMENTS; NO REVENUE DIVERSION

12.1 **Funds.** The specific funding amounts stated in Exhibit C for commitments carried forward from the 1997 ILA are in 1997 dollars. The dollar amounts (revenues and expenses) referenced in the Transportation CIP are stated in future values in the projected year of receipt or expenditure. The 1997 dollar amounts shall be adjusted annually by the CPI Index for the Seattle Metropolitan Area (Urban Consumers). The Port's financial commitments herein are based upon Federal and Washington state laws. The Port reasonably anticipates that federal revenue diversion restrictions will not be an issue when the funding level is directly and proportionately linked to Airport impacts, and believes that this community relief package meets this standard. The Port's financial commitments to the City under this ILA are not contingent, and the Port's funding sources shall take into account federal revenue diversion provisions as well as other legal authority of the Port.

#### **ATTACHMENTS:**

Attachment C-1 - Summary of Parking Tax Financial Commitments

Attachment C-2 - Revenue Capacity Analysis

Attachment C-3 - List of Street to be Vacated to Port of Seattle by City of SeaTac

## ATTACHMENT C-1

## SUMMARY OF PARKING TAX FINANCIAL COMMITMENTS

## Table 1 Projected Revenue 2005-2015

Transaction Tax	Amount Generated from POS owned facilities	Amount Generated from commercial lots outside of the POS	Total Revenue 2005-2015	Percentage Generated from Port of Seattle
See Table 3	\$51 M	\$33 M	\$84 M	61%

## Assumptions:

\$1.00 Transaction fee in effect through 2005.

**Table 2 Dedicated Capital Expense 2005-2015** 

Transaction Tax	Total Revenue 2005-2015	Amount Dedicated to The South Access, Westside Trail and Ring Road Capital Projects	Amount Dedicated to all other projects shown in the CIP of the Joint Transportation	Percentage Dedicated to The South Access, Westside Trail and	
		Frojects	Study	Ring Road Capital Projects	
See Table 3	\$84 M	\$31 M	\$53 M	36.9%	
				-	

**Table 3 Transaction Tax Schedule 2005-2015** 

	Year	2006	2007	2008	2009	2010
Time Parked						thru 2015
2 hrs or less		\$1.00	\$1.00	\$0.95	\$0.95	\$0.90
>2hrs		\$1.75	\$2.00	\$2.50	\$2.75	\$3.00

# Attachment C-2 preliminary Revenue Capacity Analysis

City of SeaTac JTS Revenue Capacity Analysis									FAIR
	3.0%	Cost escalation	on for project de	lays	\$-	Annual increase hours	for 0 to 2		NO I
	1.5%	Interest incom	ne for cash carry	/forward	\$-	Annual increase	for >2 hours		75%
PARKING TAX REVENUES	2005		2007	2008	2009	2010	2011	2012	2013
Annual Transaction Fee 0 to 2 hours	\$1.00		\$1.00	\$0.95	\$0.95		\$0.90	\$0.90	\$0.90
Annual Transaction Fee >2 hours	\$1.00	\$1.75	\$2.00	\$2.50	\$2.75	\$3.00	\$3.00	\$3.00	\$3.00
Annual Revenue Fee 0 to 2 hours	\$-	\$-	\$-	\$-	\$-	· \$-	\$-	\$-	\$-
Annual Revenue Fee >2 hours	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Total									
Port revenue	*		\$55,249,371	\$58,841,409	\$62,666,983	\$66,741,277	\$71,080,461	\$75,701,757	\$80,623,507
0 to 2 hours	\$8,627,817	\$9,188,755	\$9,786,162	\$10,422,409	\$11,100,022	\$11,821,690	\$12,590,277	\$13,408,834	\$14,280,610
> 2 hours	\$40,081,931		\$45,463,209	\$48,419,000	\$51,566,961	\$54,919,587	\$58,490,184	\$62,292,923	\$66,342,898
Off-site revenue	\$39,700,634	\$42,281,771	\$45,030,720	\$47,958,393	\$51,076,408		\$57,933,770	\$61,700,334	\$65,711,782
Parking revenue	\$88,410,383		\$100,280,092	\$106,799,802	\$113,743,391		\$129,014,232	\$137,402,092	\$146,335,289
•	55%		55%	55%	55%		55%	55%	55%
Port transactions	2,951,438	3,037,029	3,125,103	3,215,731	3,308,987	3,404,948	3,503,691	3,605,298	3,709,852
0 to 2 hours	2,174,902	2,237,975	2,302,876	2,369,659	2,438,379		2,581,856	2,656,730	2,733,775
> 2 hours	776,535		822,227	846,072	870,608		921,835	948,569	976,077
Off-site transactions	983,813	,	1,041,701	1,071,910	1,102,996	,	1,167,897	1,201,766	1,236,617
Transactions	3,935,250		4,166,804	4,287,641	4,411,983		4,671,588	4,807,065	4,946,469
	75%		75%	75%	75%		75%	75%	75%
Taxable									
Port taxable revenue	\$48,709,749	, . , ,	\$55,249,371	\$58,841,409	\$62,666,983	\$66,741,277	\$71,080,461	\$75,701,757	\$80,623,507
0 to 2 hours	\$8,627,817		\$9,786,162	\$10,422,409	\$11,100,022		\$12,590,277	\$13,408,834	\$14,280,610
> 2 hours	\$40,081,931	\$42,687,858	\$45,463,209	\$48,419,000	\$51,566,961	\$54,919,587	\$58,490,184	\$62,292,923	\$66,342,898
Off-site taxable revenue	\$39,700,634		\$45,030,720	\$47,958,393	\$51,076,408		\$57,933,770	\$61,700,334	\$65,711,782
Taxable parking revenue	\$88,410,383	\$94,158,384	\$100,280,092	\$106,799,802	\$113,743,391	\$121,138,417	\$129,014,232	\$137,402,092	\$146,335,289
	55%	55%	55%	55%	55%	55%	55%	55%	55%
Port taxable transactions	2,951,438	3,037,029	3,125,103	3,215,731	3,308,987	3,404,948	3,503,691	3,605,298	3,709,852
0 to 2 hours	2,174,902	2,237,975	2,302,876	2,369,659	2,438,379	2,509,092	2,581,856	2,656,730	2,733,775
> 2 hours	776,535		822,227	846,072	870,608		921.835	948.569	976,077
Off-site taxable transactions	983,813	,	1,041,701	1,071,910	1,102,996		1,167,897	1,201,766	1,236,617
Transactions	3,935,250		4,166,804	4,287,641	4,411,983		4,671,588	4,807,065	4,946,469
Transactions	75%		75%	75%	75%		75%	75%	75%
Tax Paid	, 0, 0	, 0, ,	, , , ,		10,0	.0,0	. 0 / 0	1075	1070
Port	\$2,951,438	\$3,636,320	\$3,947,330	\$4,366,356	\$4,710,632	\$4,945,750	\$5,089,176	\$5,236,763	\$5,388,629
0 to 2 hours	\$2,174,902		\$2,302,876	\$2,251,176	\$2,316,460		\$2,323,670	\$2,391,057	\$2,460,398
> 2 hours	\$776.535		\$1,644,454	\$2,231,170	\$2,394,172		\$2,765,506	\$2,391,037 \$2,845,706	\$2,928,231
Off-site	\$983,813		\$2,083,402	\$2,679,776	\$3,033,238		\$3,503,691	\$3,605,298	\$3,709,852
							\$8,592,868		
Parking Tax revenues	\$3,935,250		\$6,030,732	\$7,046,132	\$7,743,870			\$8,842,061	\$9,098,481
Parking toy accumed to be \$1.00/transaction in	75%	67%	65%	62%	61%	59%	59%	59%	59%

Parking tax assumed to be \$1.00/transaction in 2005

Attachment C-2 to Exhibit C Page 1

#### **ATTACHMENT C-3**

## STREETS FROM 1997 ILA AND NORTH SEATAC PARK AGREEMENT STILL TO BE VACATED

The entire right of way of S. 192nd St lying between 16<sup>th</sup> Ave. S. and the eastern street end, with an area of approximately 39,600 square feet.

The entire right-of-way of 15<sup>th</sup> Avenue South lying between S. 198<sup>th</sup> St. on the north and S. 200<sup>th</sup> St. on the south. (Road has shared boundaries with Highline School District).

The entire right-of-way of 15<sup>th</sup> Ave. South lying between the right-of-way of South 200<sup>th</sup> Street on the north and the right of way of South 201<sup>st</sup> Street on the south, with an area of approximately 6,000 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

The entire right-of-way of 13<sup>th</sup> Ave. South lying between the right-of-way of South 196<sup>th</sup> Street on the north and the right of way of South 197<sup>th</sup> Street on the south, with an area of approximately 8,490 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

The entire right-of-way of the north/south Alley parallel to and between 13<sup>th</sup> & 14<sup>th</sup> Avenues South lying between the right-of-way of South 196<sup>th</sup> Street on the north and the right of way of South 197<sup>th</sup> Street on the south less crossing(s), with an area of approximately 6,495 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

The entire right-of-way of the north/south Alley parallel to and between 15<sup>th</sup> & 16<sup>th</sup> Avenues South lying between the right-of-way of South 201<sup>st</sup> Street on the north and the right of way of South 208<sup>th</sup> Street on the south less crossing(s), with an area of approximately 15,675 square feet, more or less. (Road has shared boundaries, a portion to go to private property owner.)

The entire right-of-way of 18<sup>th</sup> Avenue South lying between the right-of-way of South 200<sup>th</sup> Street on the north and the right of way of South 208<sup>th</sup> Street on the south, with an area of approximately 77,390 square feet, more or less. (Road has shared boundaries, a portion to go to Washington State Department of Transportation.)

The entire right-of-way of **22<sup>nd</sup> Avenue South** lying between the right-of-way of South 200<sup>th</sup> Street on the south, and the north end of the road segment with an area of approximately 48,330 square feet, more or less. (Road has shared boundaries, a portion to go to City of SeaTac.)

The entire right-of-way of 19<sup>th</sup> Avenue South lying between the right-of-way of South 200<sup>th</sup> Street on the north and the south end of the road segment, with an area of approximately 8,000 square feet, more or less. (Road has shared boundaries, a portion to go to Washington State Department of Transportation.)

The following rights of way within north SeaTac Park are also to be vacated by prior agreement:

Reference #	STREET	FROM	TO
40	S 129th St	18th Ave S	DMMD
41	S 130th St	20th Ave S	DMMD
42	S 131st St	20th Ave S	DMMD
43	S 132nd St	southerly extension of E boundary of Netties home tracts, Vol 45 pg 21	DMMD
44	S 134th St	northerly extension of Lot 8, Blk D, Ords home tracts, unrecorded	DMMD .
45	18th Ave S	S 128th St	S 132nd St
46	20th Ave S	southerly extension of S 130th St	S 136th St
47	16th PLS	S 134th St	S 136th St
48	16th Ave S	S 136th St	S 138th St
49	S 138th St	DMMD	16th Ave S
50	18th Ave S	S 136th St	S 140th St
51	19th Ave S	S 136th St	S 140th St
52	20th Ave S	a) S 136th St	S 140th St
53	20th Ave S	b) S 140th St	S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
54	21st Ave S	a) S 140th St	S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
55	21st Ave S	b) S 140th St	S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
56	22nd Ave S	a) S 140th St	S dead end, S line Lot 7, Rigby Addition, Vol 54 pg 20
57	22nd Ave S	S 140th St	southerly Lot 4, Lebeck 2nd Addition, Vol 47, pg 38
58	23rd Ave S	S 136th St	S 140th St
59	S 138th St	westerly extension of 18th Ave S	easterly extension of 24th Ave S
60	S 140th St	18th Ave S	easterly extension of 24th Ave S