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

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

RECITALS

A. The County and the Cities of Tukwila and Renton are working cooperatively to construct what is known as Segment A of the Lake to Sound Trail, a segment of trail that traverses Renton's Black River Riparian Forest ("BRRF") and connects to the Green River Trail in Tukwila.

B. The Lake to Sound Trail will become part of King County's Regional Trail System ("RTS"), one of the nation's most extensive multi-use trail networks with more than 175 miles of trails for recreation and non-motorized mobility and commuting.

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

D. The portion of Segment A within the City of Tukwila ("the Project") will be located substantially within the northern edge of Fort Dent Park. The trail also crosses one parcel of property within the City of Renton owned by the City of Tukwila. In addition, there are two railroad corridors operated by the Union Pacific Railroad ("UPRR") and Burlington Northern Santa Fe Railway ("BNSF") located at the border of the Cities of Renton and Tukwila. The trail connection for Segment A passes underneath these two railroad corridors to connect the Cities of Renton and Tukwila.

E. A portion of Segment A is located in the City of Renton. This Agreement governs only those portions of Segment A located in the City of Tukwila or parcels owned by the City of Tukwila. King County is negotiating a trail easement with BNSF on behalf of the City of Tukwila for that portion of trail that is located on land owned by BNSF in the City of Tukwila.

F. The County is negotiating a trail easement with UPRR on behalf of the City of Renton for that portion of trail that is located on land owned by UPRR in the City of Renton.

G. Under RCW 36.89.050, the County is authorized to construct a park or recreational facility and transfer to a city the County's ownership interest in, and the operation and maintenance obligations for, that facility, provided such transfer is subject to the condition that the facility shall continue to be used for the same purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefor.

H. The County has received $1,286,053 in Federal Highway Administration grant funds and is also using County levy monies, pursuant to King County Ordinance 17941, for the design and construction of Segment A.

I. After construction, the County wishes to convey ownership of the Project Improvements, with the exception of those improvements located on the City of Renton property, and the City is ready, willing and able to own these improvements for use by the general public as a Regional Trail, for the benefit of both City and County residents.

J. After completion of the Project Improvements and conveyance to the City, the County will continue to operate and maintain Segment A.

K. The County is committed to implementing the King County Equity and Social Justice Strategic Plan 2016-2022 ("ESJ"). Providing funding for design and construction of the Lake to Sound Trail, Segment A, and continuing to operate and maintain it after completion, advances equity and is consistent with the goals, objectives and strategies of ESJ.

L. The Parties intend by this Agreement to establish their respective rights, roles, and responsibilities related to the Project.

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

AGREEMENT

1. DEFINITIONS

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

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

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

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

1.4 One Hundred Percent (100%) Review Submittal means the One Hundred Percent Review Submittal drawings and specifications for Segment A prepared on behalf of the County by Parametrix, Inc., dated December 2016.

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

1.6 Permit(s) means any or all federal, state, and local government permits, licenses or other regulatory approvals needed for Segment A; and a construction permit from BNSF to construct a portion of Segment A on property owned by the BNSF along the Black River. The term "Permits" does not include a lease from BNSF.

1.7 Project means the portion of Segment A within the boundaries of the City, including the portion of Segment A located on the City's Real Property, the BNSF Easement Area and the restoration area adjacent to the trail on property owned by the City. The Project also includes one parcel owned by the City of Tukwila that is located within the City of Renton.

1.8 Project Improvements means all physical aspects of the Project including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, signals, control boxes, fencing, lighting, base materials, bollards, artwork, markers, driveways, covers, frames, railing, retaining walls, bridges, abutments, rebar, wire fabric, landscaping and vegetation planted on site for mitigation or restoration purposes.

1.9 City's Real Property means the Real Property encompassed within parcel numbers 2323049001, 7229500360 and 1323049080 owned by the City as legally described in **Exhibit A.**

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

1.11 Segment A means the design, public involvement, environmental review, permitting, construction, ownership, operation and maintenance of a Regional Trail extending east from the Green River Trail Bridge #2405-2 in Fort Dent Park through the BRRF to Naches Avenue SW in the City of Renton. It also includes the acquisition (facilitated by King County) and maintenance by the City of Tukwila of a permanent trail easement from BNSF for property owned by BNSF that is required for the trail

connection into Renton. The boundaries of Segment A are shown in the One Hundred Percent (100%) Review Submittal.

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

2. DESIGN & PERMITTING

2.1 Design. The County has provided the City with the One Hundred Percent (100%) Review Submittal Design Drawings, which the City has reviewed and hereby accepts as noted with plan review comments, and which are incorporated herein by reference. The County will be solely responsible for finalizing the design documents for Segment A, obtaining the necessary input and approval from Washington State Department of Transportation, and constructing the trail according to the approved design, including changes in scope as described in Paragraph 5.7.

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

2.3 Permitting and Environmental Review. The City of Renton shall be the lead agency for Segment A under the State Environmental Policy Act ("SEPA"). The County shall apply, or require its Contractor to apply, for all Permits. To the extent the City's signature on applications or other involvement, as the owner of the Real Property on which the Project is being constructed, is required, the City agrees to cooperate with the County and/or its Contractor and take all necessary actions to obtain the Permits. The County shall be responsible for the monitoring, reporting, and any required corrective actions for wetland mitigation associated with the Project for the length of time required by any Permit. The County or the Contractor shall submit a Notice of Termination for the Construction Stormwater General National Pollutant Discharge Elimination System ("NPDES") Permit to the Washington State Department of Ecology prior to Final Acceptance.

2.4 City Permits. If required by the City, the County shall submit pedestrian and vehicle Temporary Traffic Control Plans ("TTC Plans") to the City for review and approval prior to invasive occupancy of City Real Property. City approval shall not be unreasonably withheld. The County shall immediately correct any deficiencies noted by the City in the TTC Plans or their field implementation. The City has made a determination that the Project requires the following permits: Shoreline Substantial Development, Shoreline Conditional Use, Shoreline Variance, and Construction Permits and these Permits have been issued to the County, subject to execution of this Agreement.

2.5 Underpass Agreement. The County shall take all actions necessary to obtain an agreement with BNSF granting the County and City temporary access for construction and permanent access for operation and maintenance of the Project. BNSF Structures Department has approved use of its property for the Project and the construction and maintenance terms have not yet been finalized. The County agrees that after completion of the Project, the County shall transfer all rights acquired from BNSF to the City as part of the transfer of Project Improvements covered in Section 6.2 (e).

3. ACCESS & ENCROACHMENTS

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

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

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

(c) The non-exclusive right and license to enter onto real property encompassed within parcel numbers 2323049001, 7229500360 and 1323049080, owned by the City, and take actions necessary to fulfill the County's maintenance and operations obligations under Paragraph 6.1 and as further described in **Exhibit C**. This right of entry shall begin upon Final Acceptance and continue in perpetuity unless amended by agreement of the Parties.

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

3.2 The County and the City are not aware of any encroachments, improvements or other structures ("Encroachments") on the City's Real Property. If, however, Encroachments are identified within the boundaries of construction of the Project and the Encroachments will interfere with construction of the Project, the City

shall take all actions necessary to remove all Encroachments prior to the date the County issues the Notice to Proceed. Any Encroachments that the City does not intend to be disposed of (for example, Encroachments that will be salvaged or impounded) must be removed by the City. The County shall notify the City 60 days prior to advertising the Contract for bid. If the City wishes the County's Contractor during construction to remove certain Encroachments that are to be disposed of, on behalf of the City, the City shall provide the County with written notice specifically describing any such Encroachments no later than 30 days prior to the date the County advertises the Contract for bid.

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

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

4. EASEMENTS

4.1 Temporary Construction Easement. The City has granted a Temporary Construction Easement ("TCE") to the County allowing construction of the Project on the City's Real Property. The City waived its right to appraisal and donated this easement. The TCE is attached as **Exhibit C.**

4.2 BNSF Permanent Trail Easement. The County shall continue to use its reasonable best efforts to obtain a permanent trail easement from BNSF that allows the County and its Contractor and other agents to design and construct Segment A as a Regional Trail on BNSF Real Property in accordance with this Agreement, and that allows the County to operate and maintain the Project in accordance with the obligations and requirements of this Agreement, and that is in all other respects consistent with the terms of this Agreement.

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5. CONSTRUCTION

5.1 The County shall be responsible for construction of the Project, including Contract procurement, and shall provide the necessary engineering, administrative, inspection, clerical and other services necessary for the construction of the Project.

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

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

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

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

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

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

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

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

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

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

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

6. PROJECT CLOSEOUT AND OWNERSHIP

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

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

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

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

(a) Deliver to the City project record drawings for Segment A;

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

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

(d) Collect and provide copies of certificates obtained from the Department of Revenue, the Employment Security Department, and the Department of Labor and Industries that all taxes, increases, and penalties due from the Contractor, and all taxes due and to become due with respect to such Contract, have been paid in full or that they are, in each department's opinion, readily collectible;

(e) Execute and record a quit claim bill of sale conveying to the City all of the County's rights, title and interest to the Project Improvements located on or within the City's Real Property, and BNSF's Property as is, where is ("Bill of Sale"), which is in substantially the form set forth in **Exhibit E**.

(f) Execute an assignment of the Contract warranties and an assignment of the warranties in the *Agreement for Professional Services for Lake to Sound Trail Design*, Contract No. E00178E10, between King County and Parametrix in favor of the City, with respect to the Project, with the exception of those Contract warranties that apply to the portions of Segment A located on the County's Real Property, except as provided in Paragraph 10.2;

(g) Assign to the City the County's right to assert any claim it may have against the Contractor or against Parametrix under Contract No. E00178E10 arising out of or related to Project work, with the exception of those portions of Segment A located on the County's Real Property, and except as provided in Paragraph 10.2; and

6.3 Unless otherwise mutually agreed to by the Parties in writing, the Project shall not be accessible and open to the public until the obligations in Paragraphs 6.1 and 6.2 have been fulfilled.

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

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

6.6 The City agrees that Segment A, including the City's Real Property and Right of Way Property, or any portion thereof, shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for a Regional Trail.

6.7 The City agrees that it will not limit or restrict access to and use of Segment A, including the City's Real Property and Right of Way Property by non-City residents in any way that does not also apply to City residents.

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

6.9 The City agrees that it shall place the covenants in Paragraphs 6.4 through 6.8 in any deed transferring any portion of Segment A, including the City's Real Property.

7. Operations, Maintenance and Long Term Obligations

7.1 After Substantial Completion of the Project, the County shall maintain the Project Improvements and operate that portion of Segment A within the boundaries of the City. For purposes of this section, maintain and operate includes the maintenance and operation activities identified and described in **Exhibit B**. The City is solely responsible for all maintenance and operations activities not identified and described, or specifically excluded in **Exhibit B** and all maintenance and operations activities that are not associated with the trail improvements.

7.2 The County maintenance and operations activities shall be limited to the area shown in **Exhibit B** and generally described as a thirty foot corridor, fifteen feet to either side on the trail center line.

8. PROJECT FUNDING

8.1 The County shall provide funding for design, construction, operations and maintenance of the Project.

8.2 The City shall provide funding for all of the City's obligations or activities under or related to this Agreement from the time of execution of this Agreement forward, including but not limited to construction inspection pursuant to Paragraph 5.6, other administration or implementation expenses, and on all maintenance and operation activities except those identified in **Exhibit B.**

9. CONDITIONS PRECEDENT TO PROJECT DEVELOPMENT

9.1 The County's obligations related to finalizing design, permitting and construction of the Project under Sections 2 through 6 of this Agreement, and providing funding for same, are expressly subject to and contingent upon all of the following conditions precedent being satisfied to the County's satisfaction in its sole discretion (the "Project Conditions"):

(a) An Interagency Agreement being approved by the legislative authority of the City of Renton and executed by the City of Renton and the County for the design, construction, operation and maintenance of the portion of Segment A that is within the City of Renton.

(b) The County, on behalf of the City of Renton, obtaining an executed permanent trail easement from UPRR on terms acceptable to the County.

(c) The County, on behalf of the City of Tukwila, obtaining an executed permanent trail easement from BNSF on terms acceptable to the County.

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

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

10. LIABILITY

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

obligations under this paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph 10.1 modifies or limits in any way the City's obligations in Paragraph 3.4.

10.2 The County's obligations in Paragraph 9.1 terminate upon the date the County fulfills all its obligations in Paragraph 6.2 ("Closeout Date"), with the exception of Claims filed with the clerk of the County Council under King County Code ("K.C.C.") 2.21.070 or served on the clerk of the County Council under K.C.C. 2.04.010 prior to the Closeout Date or contract claims reserved under the terms of the applicable construction or design contract by the Contractor or by the County's design contractor, Parametrix, at the time of Final Acceptance of the applicable contract ("Reserved Claims"). If the County determines that Reserved Claims will exist at the Closeout Date, the County may, in its sole discretion, choose not to assign its contract warranties and/or its claims against the County's contractors under Paragraphs 6.2(f) and 6.2(g).

10.3 As of the Closeout Date, except for Reserved Claims, the City shall release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") arising out of, or in connection with, or incident to either Party's breach of any warranty under this Agreement or exercise of any right or obligation under this Agreement, and any and all Claims relating to or arising out of, in whole or in part and directly or indirectly, the Project. The City agrees that its obligations under this provision extend to any Claims brought by or on behalf of the County or any of its employees, or agents. The City expressly agrees that its duty to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees under this paragraph includes negligent acts or omissions which are concurrent, contributory, or both by the County. To the extent this Agreement is construed to be subject to RCW 4.24.115, the City's duties under this paragraph will extend only to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

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11. INSURANCE

11.1 Each Party shall maintain, for the duration of each Party's liability exposures under this Agreement, self-insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

11.2 King County, a charter county government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as contemplated in King County Code chapter 2.21 for the protection and handling of the County's liabilities including injuries to persons and damage to property. The City acknowledges, agrees and understands that the County is self-funded for all of its liability exposures and that the County's self-insurance program meets the requirements of paragraph 11.1. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The County agrees to provide the City with at least 30 days prior written notice of any material change in the County's self-funded program and will provide the City with a certificate of self-insurance as adequate proof of coverage. The City further acknowledges, agrees and understands that the County does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the County does not have the ability to add the City as an additional insured.

11.3 It is agreed that the City's participation in a governmental self-insured risk pool with Washington Cities Insurance Authority ("WCIA") will meet the requirements of Paragraph 11.1. The City agrees, at its own expense, to maintain, through WCIA, coverage for all of its liability exposures for this Agreement. The City agrees to provide the County with at least 30 days prior written notice of any material change in the City's WCIA coverage and will provide the County with an evidence of coverage letter as adequate proof of coverage. The County further acknowledges, agrees and understands that the City does not purchase Commercial General Liability insurance and is with a self-insured pool; therefore the City does not have the ability to add the County as an additional insured. The City participates in the State's worker's compensation program.

12. EFFECTIVE DATE/DURATION

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

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

13. AUDITS AND INSPECTIONS

13.1 Until six (6) years after the effective date of this Agreement, unless the Agreement is terminated under Paragraph 9.2, any of either Party's records related to any

matters covered by this Agreement not otherwise privileged shall be subject to inspection, review, and/or audit by either Party at the requesting Party's sole expense. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.

14. NOTICE

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

King County: Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA98104 With a copy to: King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA98104	City of Tukwila Rick Still, Director Tukwila Parks & Recreation 12424 42nd Ave S. Tukwila, WA 98168

15. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

15.10 Survivability. The provisions of Paragraph 3.4 and Section 10 shall survive termination of this Agreement.

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

Exhibits

Exhibit A: Lake to Sound Trail City of Tukwila – West Parcel
Exhibit B: Lake to Sound Trail Segment A - Operations and Maintenance Agreement
Exhibit C: Temporary Construction Easement and Amendment to Temporary Construction Easement
Exhibit D: Form of Restrictive Covenant – Lake to Sound Trail Segment A Restrictive Covenant
Exhibit E: Form of Bill of Sale - Quit Claim Bill of Sale

(Signatures on next page)

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

KING COUNTY

for
DOW CONSTANTINE
King County Executive

Date 12/7/2018

CITY OF TUWILA

Allan Ekberg
Mayor
12-26-18
Date

ATTEST:

Christy O'Flaherty

12-27-18
Date

APPROVED AS TO FORM:

Barbara Flemmer
WSBA# 20485
Deputy Prosecuting Attorney
12/7/18
Date

APPROVED AS TO FORM:

WSBA #42449
City Attorney
12-26-18
Date

EXHIBIT A
LAKE TO SOUND TRAIL
CITY OF TUKWILA – EAST PARCEL

AN AREA OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF TUKWILA, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 39°52'52" EAST A DISTANCE OF 199.59 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREE
A OF LAND;

THENCE ALONG A 523.68 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 64°21'39" EAST THROUGH A CENTRAL ANGLE OF 16°48'19" FOR AN ARC LENGTH OF 153.60 FEET TO A POINT ON THE SOUTHERLY LINE OF THE MONSTER ROAD SW RIGHT OF WAY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 238.99 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 53°42'43" EAST THROUGH A CENTRAL ANGLE OF 36°24'20" FOR AN ARC LENGTH OF 151.85 FEET; THENCE SOUTH 74°10'49" WEST A DISTANCE OF 47.77 FEET; THENCE SOUTH 83°38'32" WEST A DISTANCE OF 60.86 FEET; THENCE ALONG A 668.29 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 15°49'11" WEST THROUGH A CENTRAL ANGLE OF 8°49'23" FOR AN ARC LENGTH OF 102.91 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 11,088 SQUARE FEET (0.25 ACRES), MORE OR LESS

2/1/18

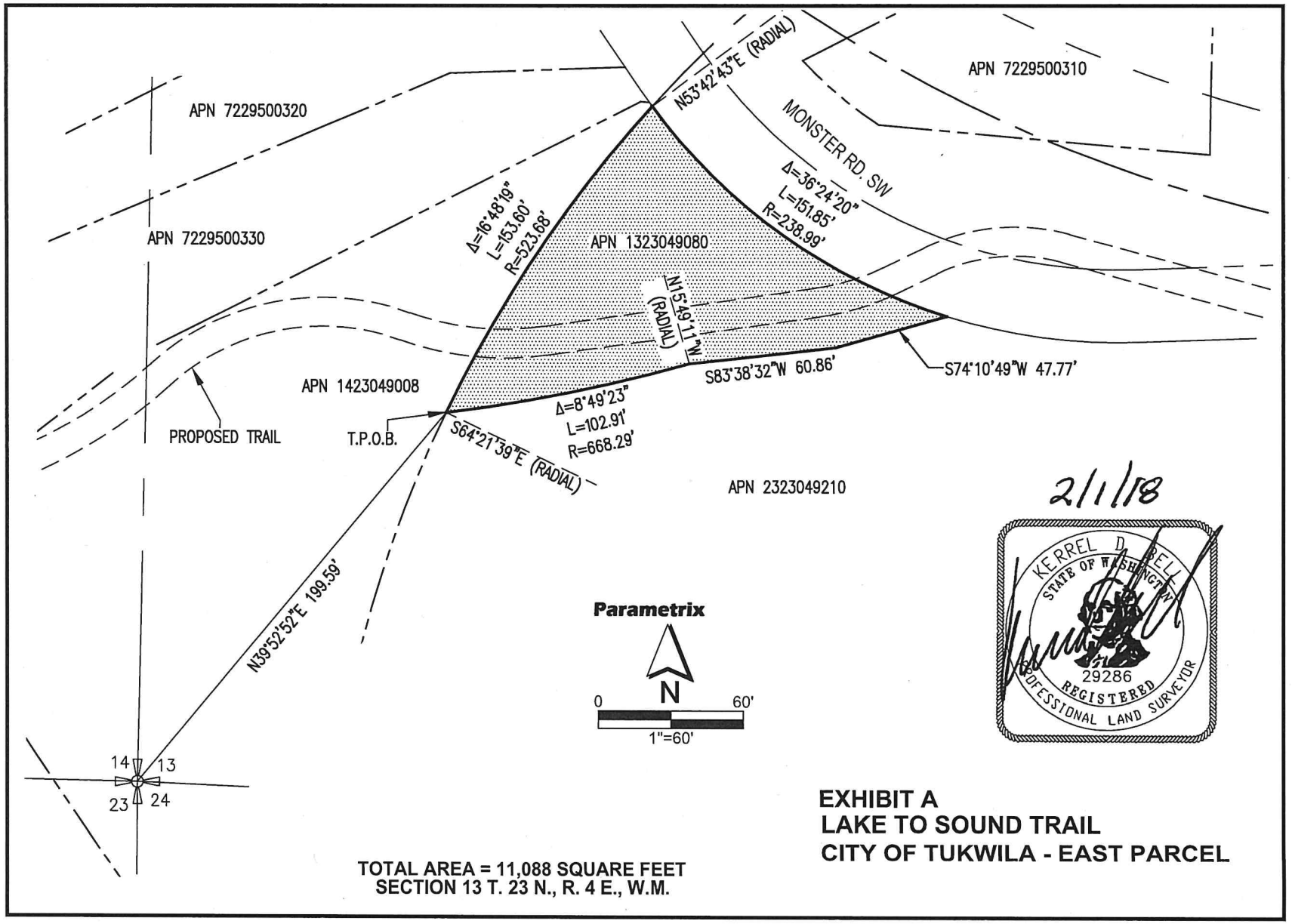


EXHIBIT A
LAKE TO SOUND TRAIL
CITY OF TUKWILA - EAST PARCEL

TOTAL AREA = 11,088 SQUARE FEET
SECTION 13 T. 23 N., R. 4 E., W.M.

EXHIBIT B

LAKE TO SOUND TRAIL SEGMENT A
Operations and Maintenance Agreement

This Operations and Maintenance Agreement ("Agreement") is effective as of the ___ day of_____, 20 , and is made and executed by and between the City of Tukwila, a municipal corporation of the State of Washington ("City") and King County, a political subdivision of the State of Washington ("County").

RECITALS

A. On_____, the City and the County entered into an Interagency Agreement ("IA") in which the County agreed to fund and construct a 1.1-mile segment of what will ultimately be the sixteen-mile Lake to Sound Trail. Part of the 1.1-mile segment is on property owned by the City and is referred to as Segment A of the Lake to Sound Trail. Segment A extends from Naches Avenue SW, within the Renton's Black River Riparian Forest to the Green River Trail in Tukwila's Fort Dent Park. The portion of Segment A within the boundaries of the City and subject to the IA is known as "the Project." This Agreement is a part of that IA.

B. The City holds fee simple title to the following properties: **Assessor's Tax Parcel Nos.:** 2323049001, 7229500360 and 1323049080 ("the Property"). The County will maintain the Project improvements and operate that portion of Segment A within the boundaries of the City. The area to be operated and maintained is depicted in **Exhibit A** to this Agreement and is generally defined as the area fifteen (15) feet to the left and right of Segment A centerline or a 30 foot wide corridor.

C. The City agrees to grant the County access to the Property for the purpose of conducting Operations and Maintenance of Segment A.

D. This Agreement sets forth the duties and responsibilities of the Parties related to Operations and Maintenance on the Property.

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

AGREEMENT

1. The COUNTY shall conduct the following Maintenance Activities on the Property:

   A. Trail Maintenance - trimming, edging, mowing, sweeping, blowing and removal of debris. Removal of litter on or adjacent to trail as well as periodic pavement cleaning. Removal of litter from receptacles along the trail, brushing, invasive plant/weed removal, repairs to surface or subgrade, asphalt repairs, maintenance and/or repair of retaining walls, grading of gravel surfaces, periodic inspection.

   B. Vandalism Repair and Graffiti Removal – repair trail infrastructure and remove graffiti from bollards, litter receptacles, benches, fences, trail surface, interpretive signs and other trail amenities within the Project limits.

   C. Trail accessory maintenance – replacement and/or repair of bollards, gates, litter receptacles, signage and other trail amenities as needed.

   D. Drainage structure maintenance – maintain surface facilities constructed by the Project. Clean, maintain, repair and replace catch basins, culverts and other permanent drainage facilities installed as part of the trail project.

   E. Erosion and slope stabilization – as needed, maintenance and repair to any erosion control measures that are related to the Project including seeding, erosion control blankets and other surface best management practices.

   F. Landscaping – routine care of plant beds, plantings, ornamental trees and shrubs, and prepared turf areas including screening planting and buffer vegetation – maintenance of buffer vegetation conservation plantings (BVC1) as well as plantings installed by the County as part of the project, removal of problem trees or vegetation that are within ten feet of the trail's edge in accordance with the City's landscape and tree codes.

   G. Public Relations - contact with the public to provide information and assistance.

   H. The removal of unauthorized campsites including notification and removal of unauthorized transient campsites, located within the Property is specifically **excluded** from the operations and maintenance responsibilities of the County.

2. Failure to Maintain. If the County refuses or neglects to repair, replace, or maintain the Property, or any part thereof, the City shall provide the County reasonable written

notice of the need for additional repair, replacement, or maintenance actions and shall provide the County ten days to respond to this notice. If the County fails to respond to the City's notice and fails to conduct the needed repair, replacement or maintenance actions, the City may make such repairs or perform such maintenance on behalf of and for the account of the County. If the City makes or causes any such repairs to be made or performed, as provided for herein, the County shall pay the cost thereof (including, but not limited to, the cost of labor, material and equipment) to the City promptly upon receipt of an invoice therefor. However, if the Parties do not agree about what repair, replacement, or maintenance actions are necessary and warranted, the Parties shall attempt to resolve the dispute. If the Parties are unable to resolve the dispute, the Parties shall engage in some mutually acceptable form of Alternative Dispute Resolution (ADR), such as mediation or arbitration. The Parties agree that a good-faith attempt to resolve any dispute through ADR shall be a condition precedent for either Party to initiate any civil action or other litigation regarding this Agreement.

3. The CITY shall conduct the following maintenance activities on the Property:

    A. Routine patrols to locate, notify, and remove illegal encampments.

4. Access

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

    B. In the performance of the operations and maintenance activities listed in Section 1 above, the County is not required to provide notice or request permission from the City for access unless these activities require Trail Closure, as described in Section 6.

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

    D. The rights which the City grants to the County under this Agreement are in the nature of personal licenses for access and for the other purposes described herein. Nothing in this Agreement is intended to convey any right, title, or interest in the real property which is the subject of this Agreement, and nothing in this Agreement shall be construed to convey any such interest.

E. Vehicular and heavy equipment shall be limited to a point of access at the north end of Fort Dent Park where the trail departs from the Green River Trail.

5. Contact Information

A. All correspondence related to this Agreement, shall be through the designated contacts. All communication regarding this Agreement shall reference the agreement name "Lake to Sound Trail Segment A - Operations and Maintenance Agreement" and execution date.

The CITY and COUNTY formal point of contacts are as follows:

KING COUNTY:
Don Harig
Parks Operations Manager
King County Parks
3005 NE 4th St.
Renton, WA 98056
(206) 477-6140
don.harig@kingcounty.gov

CITY OF TUKWILA:
Kris Kelly
Maintenance & Operations Superintendent
Tukwila Parks & Recreation
13900 Interurban Ave. S
(206) 433-7157
Kris.Kelly@TukwilaWA.gov

B. From time to time, contact information may change. Any change or update to contact information made a part of Section 5.A shall be provided to the other Party by electronic mail notification. The Party in receipt of the change will confirm receipt of the change by electronic mail back to the initiating Party.

6. Trail Closure or Significant Work

A. Should the Trail need to be closed temporarily for routine maintenance lasting less than a sixty minute period, no notification to the other Party is necessary. Should a longer closure of the Trail be necessary by either Party, advance written notification of seven (7) calendar days shall be given to the other Party and a detour for public use will be implemented, if practicable. Closures requested by the County shall be subject to review and written or electronic concurrence by the City. Closures requested by the City shall be subject to County notification.

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

7. Amendments

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

B. If this Agreement is terminated pursuant to Section 8, each party will operate and maintain the portions of the trail that are under their ownership as indicated in the Recitals, Section B and as shown in Exhibit A attached to this agreement.

8. Performance after January 1, 2021

A. Through December 31, 2020, the County's obligations under this Agreement shall not be affected by the outcome of any parks, trails or open space levies.

B. If the King County voters approve a parks replacement levy in 2019, then the County's obligations shall continue after December 31, 2020.

C. If the King County voters do not approve a parks replacement levy in 2019, the County shall in good faith attempt to identify alternative funding for its obligations under Section 1 of this Agreement. If the County has identified such alternative funding by July 31, 2020, the County's obligations shall continue after December 31, 2020. If the County has not identified such alternative funding by July 31, 2020, the County and City shall negotiate in good faith the performance and funding of the obligations set forth in Sections 1 and 3 of this Agreement for the period after December 31, 2020. If, prior to Parties reaching a negotiated outcome, the County ceases performing or funding any of its obligations under Section 1 of this Agreement, the City shall be released from its obligations.

D. King County funding in support of this Agreement beyond the 2019-2020 biennium is conditioned upon appropriation by the County Council of sufficient funds to undertake the activities described in this Agreement. The sufficiency of any such appropriation shall be determined by the County in its sole discretion. Should such an appropriation not be approved, this Agreement shall terminate December 31, 2020.

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

CITY OF TUKWILA, a
Washington State municipal corporation

By _____ Name Allan Ekberg Its mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Allan Ekberg is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as the mayor of the CITY OF TUKWILA, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-26-18

DANA ALMBERG-DIDEON NOTARY PUBLIC COMMISSION EXPIRES 12-19-19 STATE OF WASHINGTON

Dana Almberg Dideon
Notary Public
Print Name Dana Almberg Dideon My commission expires 12-19-19

(Use this space for notarial stamp/seal

KING COUNTY, a
Political subdivision of the State of Washington

By _____ Name Christy True Its Director, KCDNRP

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

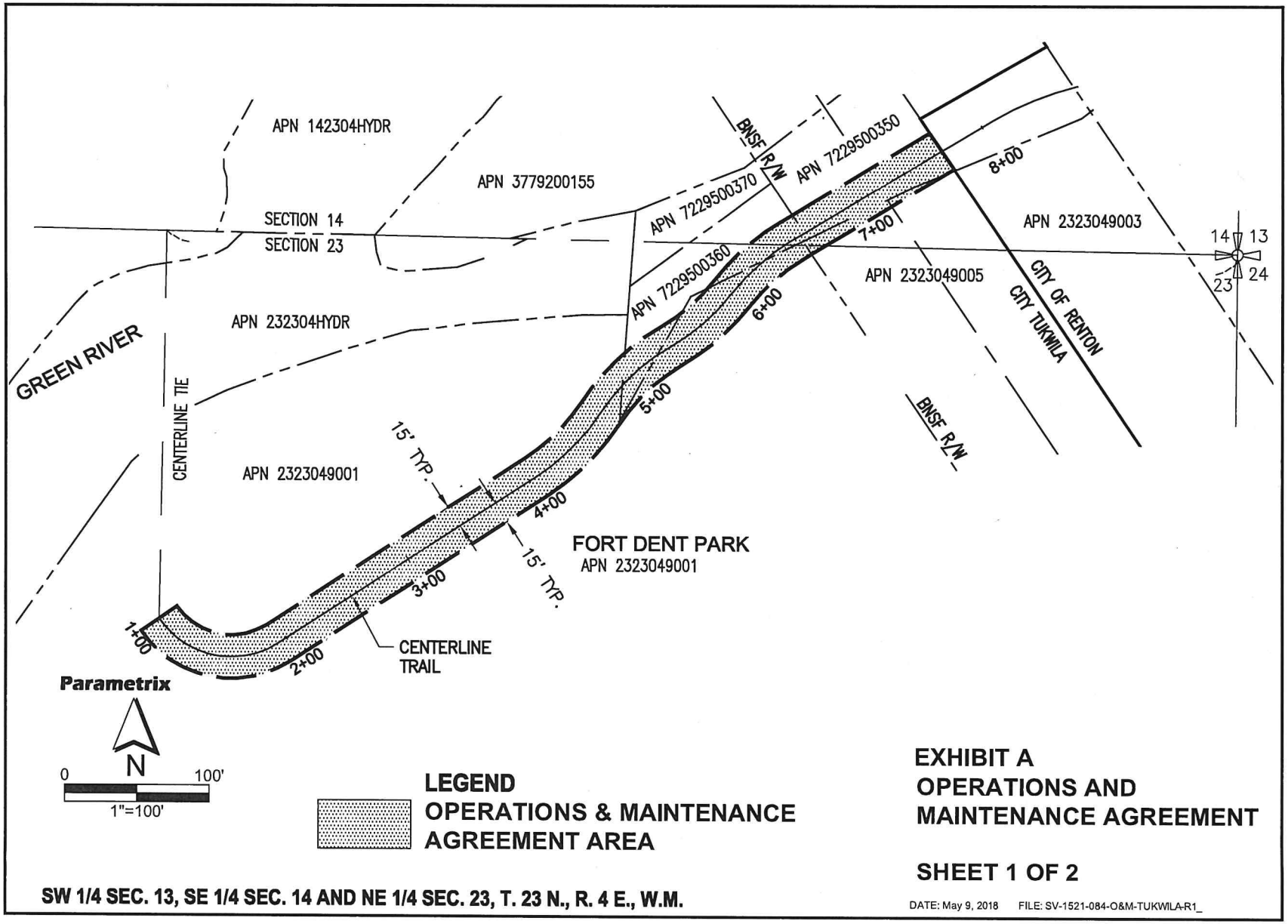
I certify that I know or have satisfactory evidence that Christie J. True is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Director, KCDNRP of KING COUNTY,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

Dated: 12/07/2018

MATTHEW PERKINS NOTARY PUBLIC COMMISSION EXPIRES 06-08-2020 STATE OF WASHINGTON

(Use this space for notarial stamp/seal)

_____
Notary Public
Print Name Matthew Perkins My commission expires 06/08/2020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APN 3779200155
SECTION 14
SECTION 23
APN 232304HYDR
GREEN RIVER
CENTERLINE TIE
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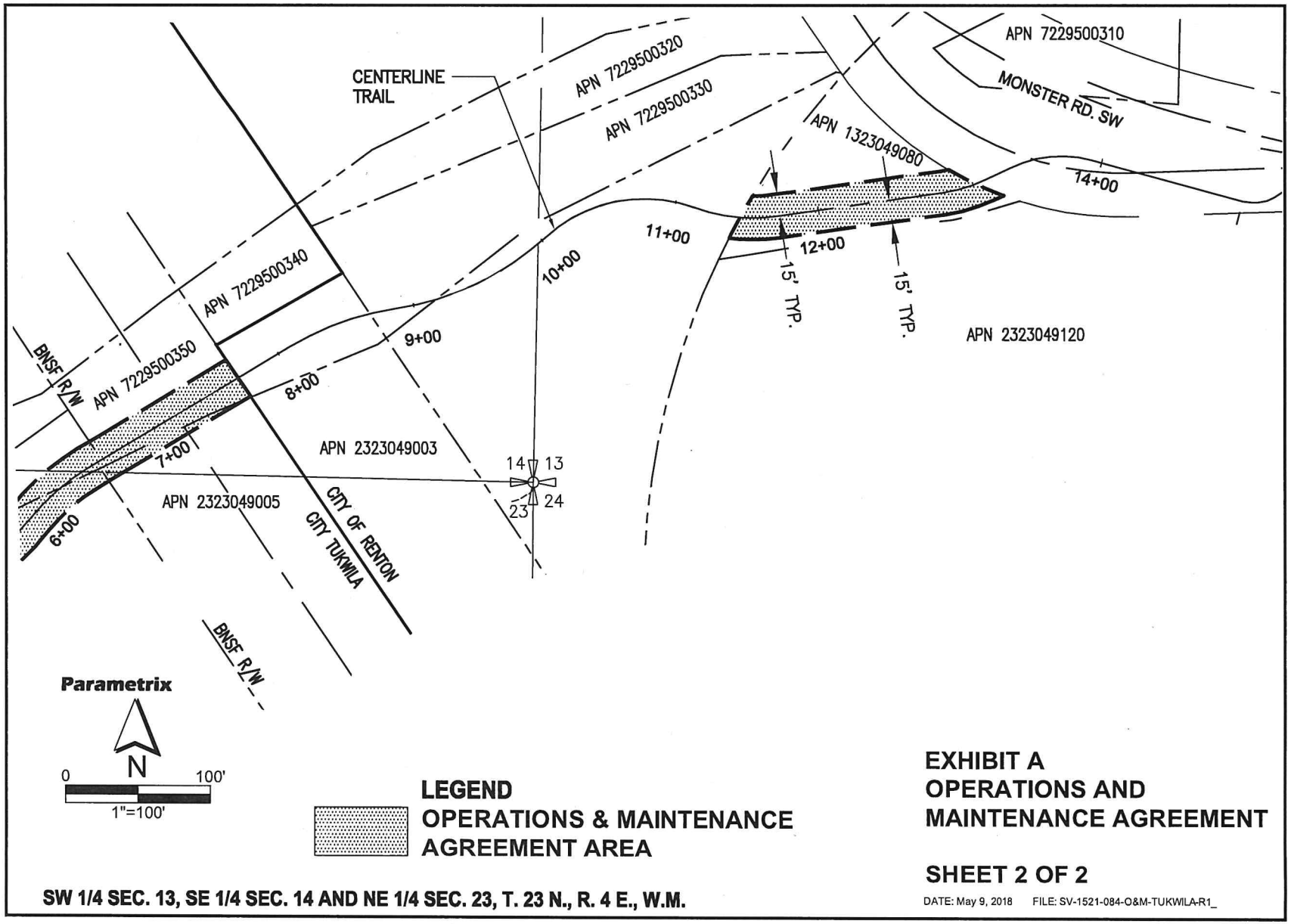
APN 7229500370
APN 7229500360
APN 7229500350
BNSF R/W
8+00
7+00
6+00
5+00
4+00
3+00
2+00
1+00
15' TYP.
15' TYP.
FORT DENT PARK
APN 2323049001
CENTERLINE TRAIL
APN 2323049003
APN 2323049005
CITY OF RENTON
CITY TUKWILA
BNSF R/W
14
13
23
24
Parametrix
N
0
100'
1"=100'
LEGEND
OPERATIONS & MAINTENANCE AGREEMENT AREA
EXHIBIT A
OPERATIONS AND MAINTENANCE AGREEMENT
SHEET 1 OF 2
SW 1/4 SEC. 13, SE 1/4 SEC. 14 AND NE 1/4 SEC. 23, T. 23 N., R. 4 E., W.M.
DATE: May 9, 2018
FILE: SV-1521-084-O&M-TUKWILA-R1_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APN 7229500330
APN 7229500310
MONSTER RD. SW
APN 1323049080
14+00
11+00
12+00
10+00
15' TYP.
15' TYP.
APN 2323049120
APN 7229500340
9+00
BNSF R/W
APN 7229500350
8+00
7+00
APN 2323049003
14
13
23
24
APN 2323049005
6+00
CITY OF RENTON
CITY TUKWILA
BNSF R/W
Parametrix
N
0
100'
1"=100'
LEGEND
OPERATIONS & MAINTENANCE AGREEMENT AREA
EXHIBIT A
OPERATIONS AND MAINTENANCE AGREEMENT
SHEET 2 OF 2
DATE: May 9, 2018
FILE: SV-1521-084-O&M-TUKWILA-R1_
SW 1/4 SEC. 13, SE 1/4 SEC. 14 AND NE 1/4 SEC. 23, T. 23 N., R. 4 E., W.M.

EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT AND

AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT

AFTER RECORDING RETURN TO:

King County Parks
Attn; Jason Rich
201 S. Jackson St., Suite 700
Seattle, WA 98104

DOCUMENT TITLE:	Temporary Construction Easement
GRANTOR:	City of Tukwila
GRANTEE:	King County
ABBREVIATED LEGAL DESCRIPTION:	SW ¼, Sec. 13, Twn. 23, Rng. 4 SE ¼, Sec. 14, Twn. 23, Rng. 4 NE ¼, Sec. 23, Twn. 23, Rng. 4
ASSESSOR'S TAX PARCEL NO.	132304-9080 722950-0360 232304-9001
PROJECT:	Lake to Sound Trail Segment A

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is granted this 2nd day of December, 2016, by the City of Tukwila, a Washington municipal corporation, hereinafter referred to as "Grantor," to King County, a political subdivision of the State of Washington, hereinafter referred to as "Grantee."

WHEREAS, the Grantor is the owner of a certain parcel of land located at 14299 Monster Rd. SW, Tukwila, in the County of King, State of Washington, ("Property"); and

WHEREAS, the Grantee is considering construction of what is known as Segment A of the Lake to Sound Trail ("Project"), a 16 mile non-motorized, multi-use recreational trail spanning from the south end of Lake Washington in Renton to the shoreline of Puget Sound in Des Moines.

WHEREAS, the Grantee has provided the Grantor with the design drawings for the Project, and the Grantor accepts and agrees to allow construction of the Project on the Property, in accordance with the conditions set forth in this agreement.

WHEREAS, the Grantee has complied with all regulatory requirements that apply to the Project, and has obtained all necessary permits and regulatory approvals allowing construction of the

EXCISE TAX NOT REQUIRED
King Co. Records Division
Deputy

Project, including the following: City of Tukwila, Shoreline Substantial Development Permit PL16-0014 and City of Tukwila, Shoreline Variance PL16-0014. Grantee agrees that if the Project is constructed, it shall be constructed in accordance with these permits and approvals.

WHEREAS, it has been found necessary, in the construction and improvement of the Lake to Sound Trail Segment A ("Project"), to acquire certain surface rights and privileges on, across, and over a portion of said Property.

WHEREAS, the Grantor hereby represents and warrants to the Grantee that it has sufficient property interests in the Property to grant this Temporary Construction Easement to Grantor, and the legal authority to remove encroachments, that there are no easement, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the Grantor or Grantee's ability to perform their respective obligations under this Agreement.

NOW THEREFORE, the Grantor and Grantee agree as follows

1. **Grant of Temporary Construction Easement**: The Grantor, for and in consideration of the benefit to the Tukwila Community of the Lake to Sound Trail, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, hereby grants to Grantee a temporary construction easement on, across, and over that portion of Grantor's Property, together with the right to enter upon and have access to said Easement Area for the purpose of the Project work, and to take such other actions upon the Easement Area as are necessary and/or convenient for the construction of Grantee's Project. Grantor understands that the donation of a portion of the property to King County for public use is made voluntarily and with full knowledge of entitlement to receive just compensation in the form of surface improvements. Additionally, Grantor understands that he/they have the right to request an appraisal of the property, and hereby give up that right.

2. **Purpose**: Grantee may utilize the Easement for the following purposes only: construction of Project. Grantee may elect to, but is not bound to construct the Project. If Grantee elects to construct the Project, it shall be done so in accordance with the project plans and conditions set forth in the following permits: City of Tukwila, Shoreline Substantial Development Permit PL16-0014 and City of Tukwila, Shoreline Variance PL16-0014. Access to Grantor's Property shall be maintained during the Project work.

3. **Term**: The rights, title, privileges and authorities hereby granted shall begin upon written Notice of Construction to the Grantor and shall continue in force for twenty-four (24) months from the date of the Notice of Construction, or January 30, 2020, whichever is later.

   It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the Grantee.

4. **Access and Encroachments**: The Grantor hereby grants to the Grantee and its employees, agents, representatives, invitees, consultants, contractors and subcontractors performing work on behalf of the Grantee the following access rights to the Grantor's real properties:

(a) The non-exclusive right and license to enter onto real properties of the Grantor to analyze, assess, investigate, inspect, measure, survey, study and gather information for purposes of construction of the Project, including but not limited to completing borings and other subsurface investigations. This right and license shall begin upon the effective date of this Agreement and continue throughout the term of this Easement.

(b) The exclusive right and license to enter onto, and take actions on, real properties of the Grantor necessary for construction of the Project and completion of the Contract. This right and license shall begin upon the Grantee's issuance of the Notice to Proceed and continue until completion of the Project. This right and license shall not be exclusive of the Grantor's right to enter the properties for the purposes of inspections or other actions necessary to implement this Agreement, or for any other purpose, provided that the Grantor's entry onto the property shall not impair, impede or delay construction of the Project.

(c) The Grantor hereby represents and warrants to the Grantee that it has sufficient property interests and the legal authority to remove Encroachments; and that there are no easements, covenants, restrictions, encumbrances or defects on or to the title of the Property that will in any way affect or impair the Grantee's or the Grantor's ability to perform their respective obligations under this Agreement.

(d) If the Grantee's Contractor removes Encroachments in accordance with the Grantor's direction, the Grantor shall protect, defend, indemnify and save harmless the Grantee, its officers, officials, employees, agents, Contractor and subcontractors, while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages arising from removal of said Encroachments except when caused by the negligence of the Grantee, its officers, officials, employees, agents, Contractor and subcontractors .

5. **Indemnification**: Each Party shall protect, defend, indemnify and save harmless the other Party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in connection with, or incident to the breach of any warranty under this Agreement or the exercise of any right or obligation under this Agreement by the indemnifying Party, including any negligent acts or omissions, except to the extent such Claims arise out of or result from the other Party's own negligent acts or omissions. Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each Party agrees that its obligations under this paragraph extend to any claim brought by or on behalf of the other Party or

any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of Claims made by the indemnitor's employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them. Nothing in this Paragraph modifies or limits in any way the Grantor's obligations in Paragraph 4.

6. **Insurance**: Each Party shall maintain, for the duration of each Party's liability exposures under this Agreement, self-insurance against claims for injuries to persons or damage to property, which may arise from or in connection with performance of the work hereunder by each Party, their agents, representatives, employees, contractors or subcontractors.

   King County, a charter County government under the constitution of the State of Washington, maintains a fully funded Self-Insurance program as defined in King County Code chapter 4.12 for the protection and handling of the Grantee's liabilities including injuries to persons and damage to property. The Grantor acknowledges, agrees and understands that the Grantee is self-funded for all of its liability exposures and that the Grantee's self-insurance program meets the requirements of this paragraph. The Grantee agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement. The Grantee agrees to provide the Grantor with at least 30 days prior written notice of any material change in the Grantee's self-funded program and will provide the Grantor with a certificate of self-insurance as adequate proof of coverage. The Grantor further acknowledges, agrees and understands that the Grantee does not purchase Commercial General Liability insurance and is a self-insured governmental entity; therefore the Grantee does not have the ability to add the Grantor as an additional insured.

   It is agreed that the Grantor's participation in a governmental self-insured risk pool with Washington Cities Insurance Authority ("WCIA") will meet the requirements of this paragraph. The Grantor agrees, at its own expense, to maintain, through WCIA, coverage for all of its liability exposures for this Agreement. The Grantor agrees to provide the Grantee with at least 30 days prior written notice of any material change in the Grantor's WCIA coverage and will provide the Grantee with an evidence of coverage letter as adequate proof of coverage. The Grantee further acknowledges, agrees and understands that the Grantor does not purchase Commercial General Liability insurance and is with a self-insured pool; therefore the Grantor does not have the ability to add the Grantee as an additional insured. The Grantor participates in the State's worker's compensation program.

7. **General Conditions**:

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

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

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

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

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

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

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

h. Survivability. The provisions of Sections 4 and 6 shall survive termination of this Agreement.

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

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

GRANTOR:

City of Tukwila

RES,
By: _____
Printed Name: Allan Ekberg
Title: Mayor
Date: 12-2-2016

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Title: City Attorney

GRANTEE:

King County

By: Kathryn Terry
Printed Name: Kathryn Terry
Title: Assistant Director
Date: 12/1/16

APPROVED AS TO FORM:

By: Barbara Flemming
Printed Name: Barbara Flemming
Title: County Attorney

20170629001022
KC PARKS CAP P EAS 74.00
PAGE-001 OF 002
06/29/2017 10:51
KING COUNTY, WA

AFTER RECORDING RETURN TO:
King County Parks
Attn; Jason Rich
201 S. Jackson St., Suite 700
Seattle, WA 98104

EXCISE TAX NOT REQUIRED
King Co. Records Division
By Mary Maxey Deputy

DOCUMENT TITLE:	Amendment to Temporary Construction Easement
GRANTOR:	City of Tukwila
GRANTEE:	King County
ABBREVIATED LEGAL DESCRIPTION:	SW ¼, Sec. 13, Twn. 23, Rng. 4 SE ¼, Sec. 14, Twn. 23, Rng. 4 NE ¼, Sec. 23, Twn. 23, Rng. 4
ASSESSOR'S TAX PARCEL NO.	132304-9080 722950-0360 232304-9001
PROJECT:	Lake to Sound Trail Segment A

AMENDMENT TO TEMPORARY CONSTRUCTION EASEMENT

This Amendment to Temporary Construction Easement replaces Sections 1 and 3 of that certain Temporary Construction Easement between the City of Tukwila, Grantor, and King County, Grantee, executed by the City of Tukwila on December 2, 2016 and King County on December 1, 2016, recorded as number 20161205001056.

The parties have agreed that Section 1 and 3 of the Temporary Construction Easement should be modified as hereinafter provided, now, therefore,

THE CITY OF TUKWILA AND KING COUNTY agree as follows:

Sections 1 and 3 of the Temporary Construction Easement are hereby amended to read as follows:

Section 1:

Grant of Temporary Construction Easement: The Grantor, for and in consideration of the benefit to the Tukwila Community of the Lake to Sound Trail, to the same extent and purposes as if the rights granted had been acquired under the Eminent Domain Statute of the State of Washington, hereby grants to Grantee a temporary construction easement on, across, and over that portion of Grantor's Property, together with the right to enter upon and have access to said Easement Area for the purpose of the Project work, and to take such other actions upon the Easement Area as are necessary and/or convenient for the construction of Grantee's Project. Grantor understands that the conveyance of a portion of the property to King County for public use is made voluntarily and with full knowledge of entitlement to receive just compensation in

the form of surface improvements. Additionally, Grantor understands that he/they have the right to request an appraisal of the property, and hereby give up that right.

The Grantor and Grantee are currently in the process of negotiating an Interagency Agreement which will detail the rights and responsibilities of both parties for the construction, operation and maintenance of the trail.

Section 3:

Term: The rights, title, privileges and authorities hereby granted shall begin upon written Notice of Construction to the Grantor and shall continue in force for twenty-four (24) months from the date of the Notice of Construction, or ~~January 30, 2020~~ until execution of the Interagency Agreement referred to in Section 1 above, whichever is later.

It is understood and agreed that the delivery of this Easement is tendered and that the terms and obligations hereof shall not become binding upon Grantee unless and until accepted and approved in writing by the Grantee.

Effect of Amendment: Except as expressly modified by this instrument, all terms and conditions of the Temporary Construction Easement shall remain in full force and effect.

EXECUTED BY the City of Tukwila this _____ day of _____, 2017.

GRANTOR:

City of Tukwila

RS By: _____
Printed Name: Allan Ekberg
Title: Mayor
Date: 6-27-17

APPROVED AS TO FORM:

By: _____
Printed Name: Charlotte Archer
Title: City Attorney

GRANTEE:

King County

By: _____
Printed Name: Kevin Brown
Title: Director
Date: 6/29/17

APPROVED AS TO FORM:

By: _____
Printed Name: Barbara Flemming
Title: County Attorney

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

Exhibit D
Form of Restrictive Covenant

LAKE TO SOUND TRAIL SEGMENT A
RESTRICTIVE COVENANT

Grantor: City of Tukwila, a municipal corporation of the State of Washington
Grantee: King County, a political subdivision of the State of Washington
Full Legal Description: See Exhibit A to this Restrictive Covenant
Legal Description (abbr.): SW ¼, Sec. 13, Twn. 23, Rng. 4; SE ¼, Sec. 14, Twn. 23, Rng. 4; NE ¼, Sec. 23, Twn. 23, Rng. 4.
Assessor's Tax Parcel Nos.: 2323049001, 7229500360 and 1323049080

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

RECITALS

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct on property owned by the City a portion of what is known as Segment A of the Lake to Sound Trail, a segment of trail within the Black River Riparian Forest extending from Naches Avenue SW in Renton to the Green River Trail in Tukwila's Fort Dent Park. The portion of Segment A within the boundaries of the City, subject to the Interagency Agreement, is known as the "Project".

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

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

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

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

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

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

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

AGREEMENT

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

COVENANTS

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

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

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

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

(c) No person shall camp on the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Notice. Before County pursues a remedy against the City for breach of this Covenant, County shall provide written notice specifying the default to the City. The City shall thereafter have a thirty (30) day period to cure such default (or if such default is not capable of cure within thirty (30) days, such additional period as is reasonably necessary for the City to complete such cure, provided that City commences cure within such thirty (30) day period and thereafter diligently pursues it to completion).

(d) Immediate Action. If County, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant harm that would be counter to the terms and purposes of this Covenant, County may pursue its remedies under this Section 8 without prior notice to Grantor and without waiting for the cure period to expire.

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

8. Indemnification. In addition to and separate from the remedy provisions in Section 7 of this Covenant, the City, for itself, its successors, designees, and assigns, agrees:

A. to protect, defend, indemnify and hold harmless the County, its officers, officials, employees and agents, from any and all claims, demands, suits, penalties, losses, damages, judgments or costs of any kind whatsoever, arising out of or in

any way resulting from a failure of the City, its successors, designees and assigns to wholly or partially comply with this Covenant; and

B. to release, protect, defend, indemnify and save harmless the County, its officers, officials, and employees while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages, of whatsoever kind ("Claims") relating to or arising from uses of the Property that occur on or after the effective date of this Covenant.

C. The City, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to carry out the indemnification duties herein.

9. Notice. Notice shall be sent to:

King County:	City of Tukwila:
Director's Office King County Department of Natural Resources and Parks Rm 700, King Street Center 201 S. Jackson Street Seattle, WA 98104 With a copy to: King County Prosecuting Attorney's Office Attn: Chief Civil Deputy 516 Third Avenue W400 Seattle, WA 98104	Rick Still, Director Tukwila Parks & Recreation 12424 42nd Avenue S. Tukwila, WA 98168

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

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

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

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

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

CITY OF TUKWILA, a
Washington State municipal corporation

By _____
Name Allan Ekberg
Its Mayor

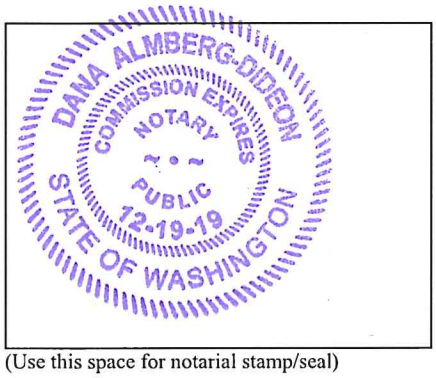
KING COUNTY, a
political subdivision of the State of Washington

By _____
Name Christy True
Its Director KCDNRP

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Allan Ekberg is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as the mayor of the CITY OF TUKWILA, a Washington State municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-26-18



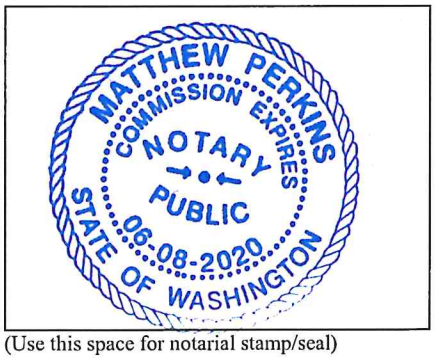
(Use this space for notarial stamp/seal)

Dana Almberg Dideon
Notary Public
Print Name Dana Almberg Dideon
My commission expires 12-19-19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

Dated: 12/07/2018



(Use this space for notarial stamp/seal)

Notary Public
Print Name Matthew Perkins
My commission expires 06/08/2020

EXHIBIT "A"

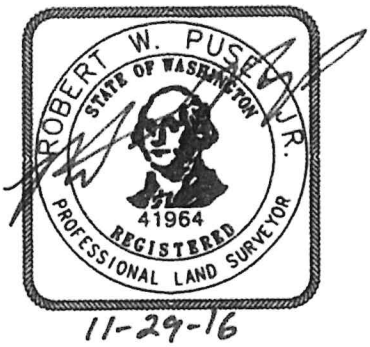
LEGAL DESCRIPTION FOR LAKE TO SOUND TRAIL CITY OF TUKWILA INTERLOCAL AGREEMENT

AN AREA OF LAND FOR AN INTERLOCAL AGREEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND NORTHEAST QUARTER OF SECTION 23 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF TUKWILA, KING COUNTY, WASHINGTON, LYING WEST OF THE BURLINGTON NORTHERN SANTE FE RAILROAD RIGHT OF WAY AND BEING 9 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

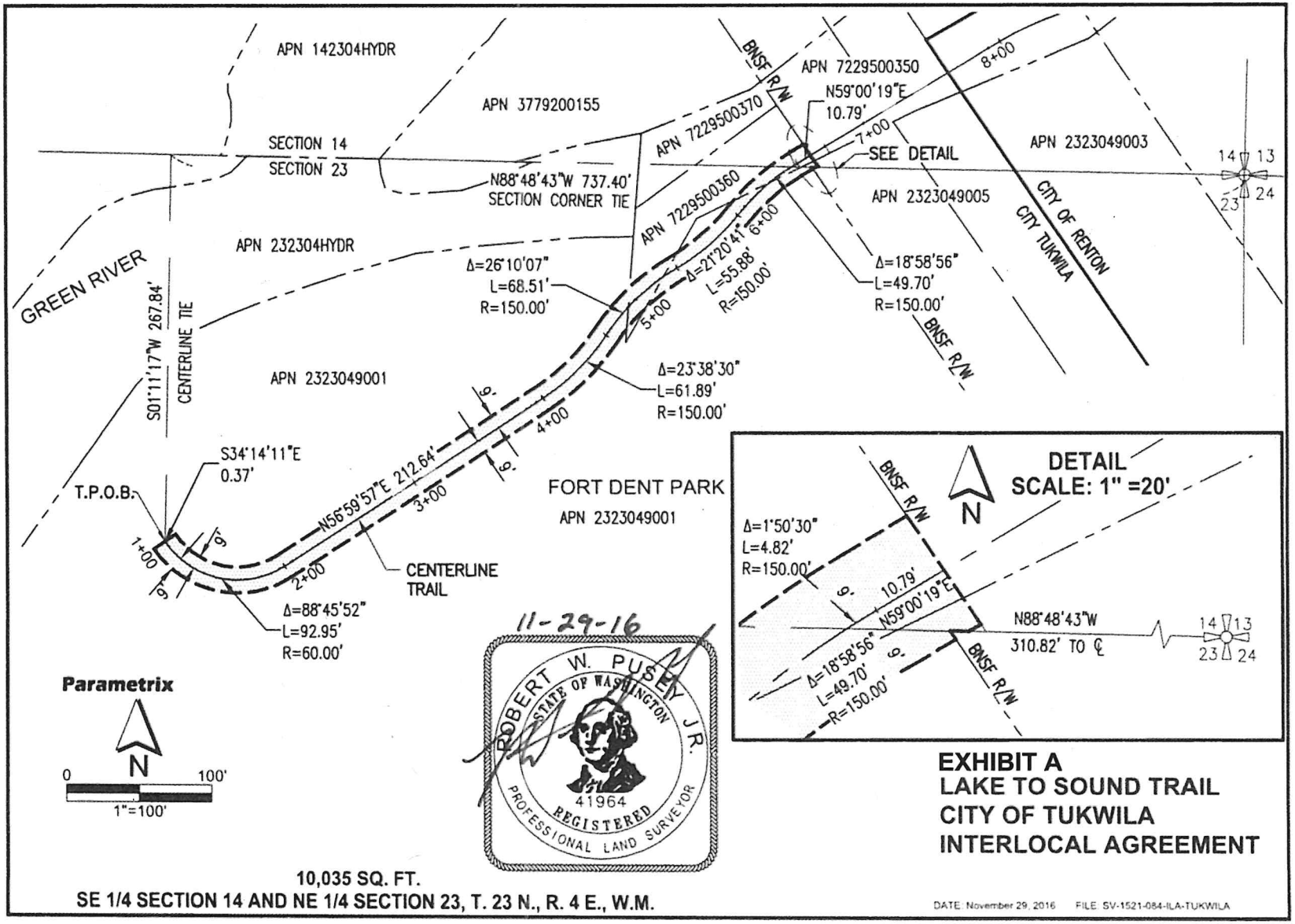
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14 (NORTHEAST CORNER SECTION 23); THENCE NORTH 88°48'43" WEST ALONG THE SOUTH LINE SAID SECTION 14 (NORTH LINE SAID SECTION 23) A DISTANCE OF 737.40 FEET; THENCE SOUTH 00°11'17" WEST A DISTANCE OF 267.84 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE SOUTH 34°14'11" EAST A DISTANCE OF 0.37 FEET; THENCE ALONG A 60.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 88°45'52" FOR AN ARC LENGTH OF 92.95 FEET; THENCE NORTH 56°59'57" EAST A DISTANCE OF 212.64 FEET; THENCE ALONG A 150.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23°38'30" FOR AN ARC LENGTH OF 61.89 FEET; THENCE ALONG A 150.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 26°10'07" FOR AN ARC LENGTH OF 68.51 FEET; THENCE ALONG A 150.00 FOOT RADIUS REVERSE CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°20'41" FOR AN ARC LENGTH OF 55.88 FEET; THENCE ALONG A 150.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°58'56" FOR AN ARC LENGTH OF 49.70 FEET TO A POINT THAT INTERSECTS SAID SOUTH LINE SECTION 14 (NORTH LINE SECTION 23) AT A POINT BEARING NORTH 88°48'43" WEST A DISTANCE OF 310.82 FEET FROM SAID SOUTHEAST CORNER OF SECTION 14 (NORTHEAST CORNER SECTION 23); THENCE CONTINUING ALONG SAID 150.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 1°50'30" FOR AN ARC LENGTH OF 4.82 FEET; THENCE NORTH 59°00'19" EAST A DISTANCE OF 10.79 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTE FE RAILROAD RIGHT OF WAY AND THE END OF THE HEREIN DESCRIBED CENTERLINE. THE SIDELINES OF SAID INTERLOCAL AGREEMENT CORRIDOR BEING EXTENDED OR SHORTENED TO INTERSECT SAID WEST LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD RIGHT OF WAY.

CONTAINING 10,035 SQUARE FEET, MORE OR LESS



11-29-16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BNSF R/W
N59°00'19"E
10.79'
8+00
7+00
SEE DETAIL
APN 2323049003
APN 2323049005
CITY OF RENTON
CITY TUKWILA
SECTION 14
SECTION 23
N88°48'43"W 737.40'
SECTION CORNER TIE
APN 7229500360
APN 232304HYDR
GREEN RIVER
S01°11'17"W 267.84'
CENTERLINE TIE
Δ=26°10'07"
L=68.51'
R=150.00'
6+00
Δ=21°20'41"
L=55.88'
R=150.00'
Δ=18°58'56"
L=49.70'
R=150.00'
5+00
Δ=23°38'30"
L=61.89'
R=150.00'
APN 2323049001
4+00
S34°14'11"E
0.37'
T.P.O.B.
N56°59'57"E 212.64'
3+00
FORT DENT PARK
APN 2323049001
1+00
2+00
CENTERLINE TRAIL
Δ=88°45'52"
L=92.95'
R=60.00'
DETAIL
SCALE: 1" =20'
Δ=1°50'30"
L=4.82'
R=150.00'
10.79'
N59°00'19"E
N88°48'43"W
310.82' TO ℄
Δ=18°58'56"
L=49.70'
R=150.00'
Parametrix
0
100'
1"=100'
11-29-16
ROBERT W. PUSEY JR.
STATE OF WASHINGTON
41964
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXHIBIT A
LAKE TO SOUND TRAIL
CITY OF TUKWILA
INTERLOCAL AGREEMENT
10,035 SQ. FT.
SE 1/4 SECTION 14 AND NE 1/4 SECTION 23, T. 23 N., R. 4 E., W.M.
DATE: November 29, 2016
FILE: SV-1521-084-ILA-TUKWILA

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

EXHIBIT E
Form of Bill of Sale

QUITCLAIM BILL OF SALE

Grantor: King County, a political subdivision of the State of Washington
Grantee: The City of Tukwila, a municipal corporation of the State of Washington
Legal Description (abbr.): SW ¼, Sec. 13, Twn. 23, Rng. 4; SE ¼, Sec. 14, Twn. 23, Rng. 4; NE ¼, Sec. 23, Twn. 23, Rng. 4.
Assessor's Tax Parcel No.: 2323049001, 7229500360 and 1323049080.

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

WITNESSETH:

A. On _____, the City and the County entered into an Interagency Agreement in which the County agreed to fund and construct a portion of what is known as Segment A of the Lake to Sound Trail, a segment of trail traversing the Black River Riparian Forest crossing Monster Road SW and passing under the railroad tracks into Tukwila at Fort Dent Park. The portion of Segment A within the boundaries of the City, subject to the Interagency Agreement, is known as the "Project".

B. The Interagency Agreement provides that, after construction of the Project by the County and recording of a Restrictive Covenant by the City requiring the property on which the trail was built to be used in perpetuity for a Regional Trail, the County will transfer to the City ownership of the Project improvements located on or within real property legally described in **Exhibit A** attached hereto and incorporated herein.

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

NOW THEREFORE, in consideration of the mutual covenants between the Parties recited herein, the receipt and adequacy of which is hereby acknowledged, Grantor hereby absolutely and unconditionally quitclaims, grants, sells, transfers, releases, confirms and delivers to Grantee, all of Grantor's right, title and interest in and to any and all Project improvements, fixtures, equipment, furnishings, and other tangible property owned by Grantor and located on the property described in **Exhibit A**, including, but not limited to the following and their components: curbing, catch basins, drains, inlets, piping, conduits, trenches, asphalt, concrete, signage, striping, electrical components, fencing, lighting, base materials, piles, boardwalks, bollards, markers, driveways, covers, frames, railings, retaining walls, rebar, wire fabric, and landscaping ("Improvements");

The Grantor and Grantee agree that the transfer and sale of the Improvements is "as is where is" and that the Grantor makes no warranty nor representation express or implied regarding the fitness, quality, design and condition, capacity, suitability or performance of the Improvements.

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

Dated this 26 day of December, 2018

GRANTOR: KING COUNTY

BY: _____

Its Director, KCDNRP

GRANTEE: CITY OF TUKWILA

BY: _____
Allan Ekberg

Its Mayor

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Christie J. True is the person who appeared before me, and said person acknowledged that S he signed this instrument, on oath stated that S he is authorized to execute the instrument and acknowledged it as the Director, KCDMA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/07/2018

MATTHEW PERKINS NOTARY PUBLIC COMMISSION EXPIRES 06-08-2020 STATE OF WASHINGTON

Notary Public in and for the
State of Washington

Residing at County of King

My appointment expires 06/08/2020

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

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

Dated: 12-26-18

DANA ALMBERG-DIDEON NOTARY PUBLIC COMMISSION EXPIRES 12-19-19 STATE OF WASHINGTON

Notary Public in and for the
State of Washington

Residing at Tacoma

My appointment expires 12-19-19

EXHIBIT A
LAKE TO SOUND TRAIL
CITY OF TUKWILA – WEST PARCEL

AN AREA OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF TUKWILA, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 14 (NORTHEAST CORNER SECTION 23); THENCE NORTH 88°48'43" WEST ALONG THE SOUTH LINE OF SAID SECTION 14 (NORTH LINE SAID SECTION 23) A DISTANCE OF 291.75 FEET TO A POINT ON THE WESTERLY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREA OF LAND;

THENCE NORTH 88°48'43" WEST ALONG SAID SOUTH LINE AND SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 4.89 FEET; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 33°56'38" EAST A DISTANCE OF 36.72 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE SOUTH 46°53'33" WEST A DISTANCE OF 139.49 FEET; THENCE SOUTH 56°58'02" WEST A DISTANCE OF 347.34 FEET; THENCE SOUTH 67°32'07" WEST A DISTANCE OF 319.68 FEET; THENCE NORTH 35°10'06" EAST A DISTANCE OF 308.58 FEET; THENCE NORTH 60°13'31" EAST A DISTANCE OF 284.13; THENCE NORTH 82°44'06" EAST A DISTANCE OF 123.32 FEET; THENCE NORTH 53°49'47" EAST A DISTANCE OF 120.52 FEET TO A POINT ON SAID WESTERLY RIGHT OF WAY LINE; THENCE SOUTH 33°56'38" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 51.70 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.21 ACRES, MORE OR LESS

2/1/18

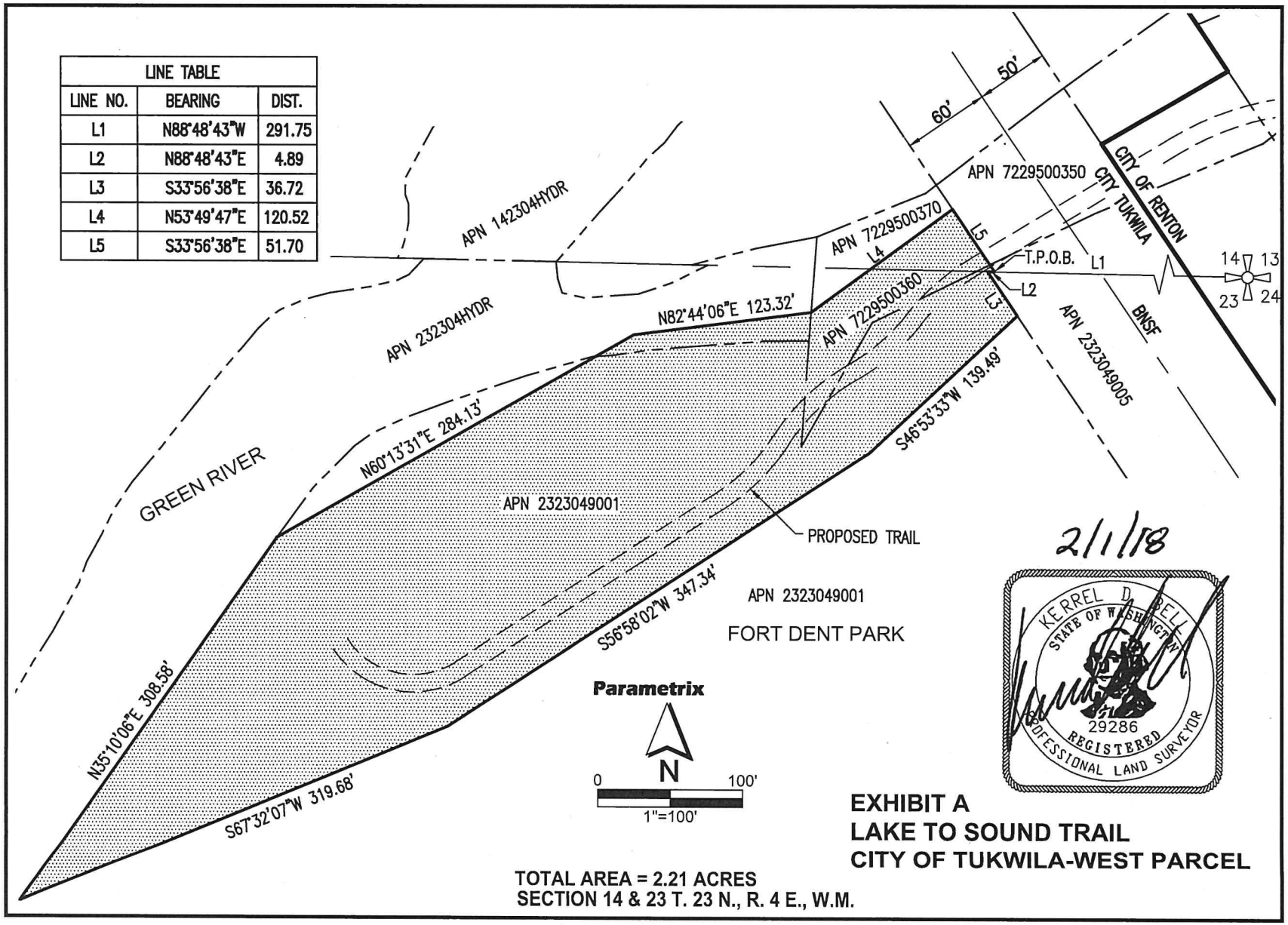

LINE TABLE
LINE NO. | BEARING | DIST.
L1 | N88°48'43"W | 291.75
L2 | N88°48'43"E | 4.89
L3 | S33°56'38"E | 36.72
L4 | N53°49'47"E | 120.52
L5 | S33°56'38"E | 51.70
APN 142304HYDR
APN 232304HYDR
APN 7229500370
APN 7229500360
APN 7229500350 CITY TUKWILA
CITY OF RENTON
60'
50'
L1
L2
L3
L4
L5
T.P.O.B.
N82°44'06"E 123.32'
N60°13'31"E 284.13'
N35°10'06"E 308.58'
S67°32'07"W 319.68'
S56°58'02"W 347.34'
S46°53'33"W 139.49'
APN 2323049001
APN 2323049005
BNSF
PROPOSED TRAIL
GREEN RIVER
FORT DENT PARK
14 13
23 24
Parametrix
N
0
100'
1"=100'
2/1/18
KERREL D. BELL
STATE OF WASHINGTON
29286
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXHIBIT A
LAKE TO SOUND TRAIL
CITY OF TUKWILA-WEST PARCEL
TOTAL AREA = 2.21 ACRES
SECTION 14 & 23 T. 23 N., R. 4 E., W.M.

EXHIBIT A
LAKE TO SOUND TRAIL
CITY OF TUKWILA – EAST PARCEL

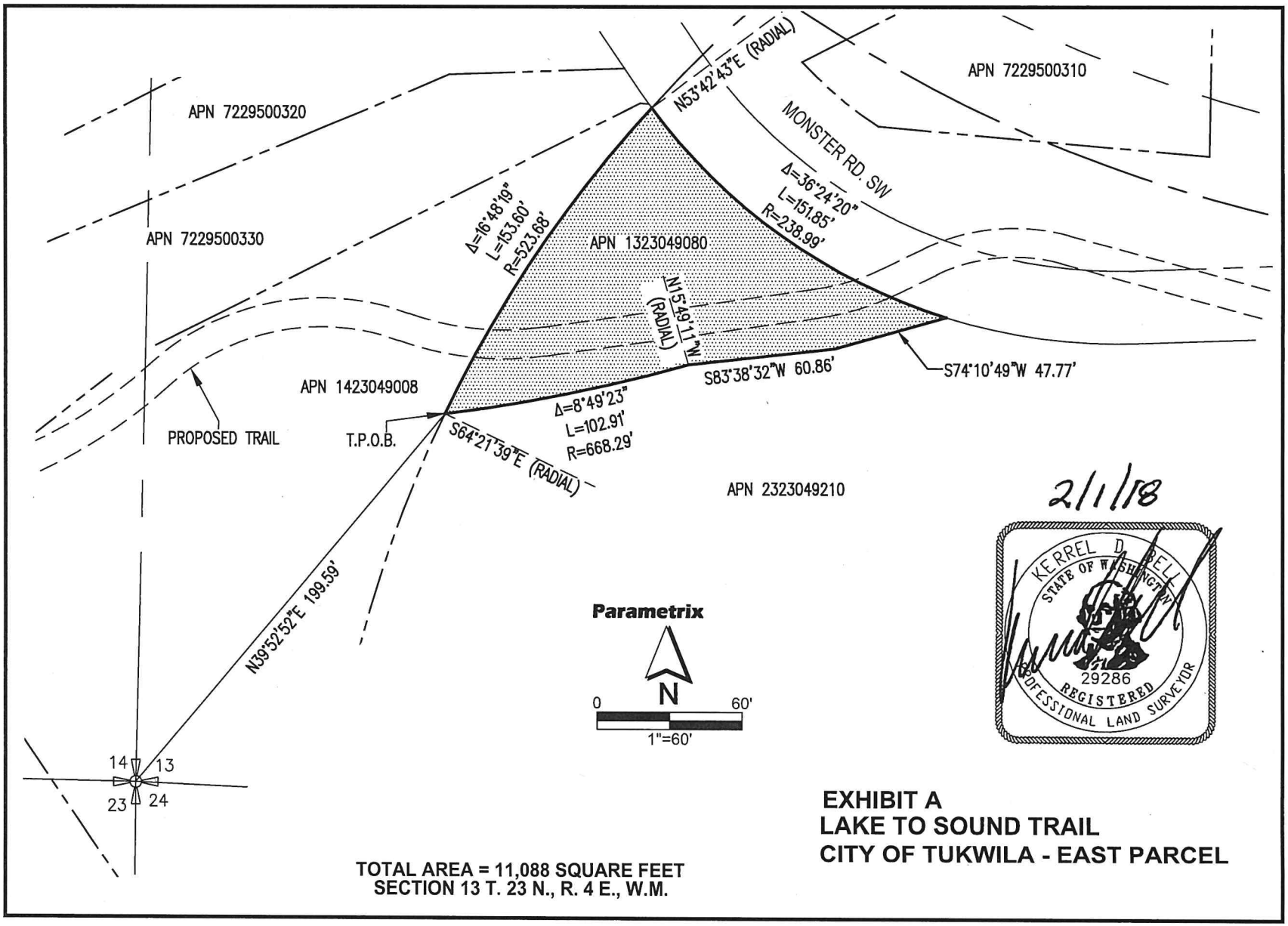
AN AREA OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 23 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, CITY OF TUKWILA, KING COUNTY, WASHINGTON AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 13; THENCE NORTH 39°52'52" EAST A DISTANCE OF 199.59 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED AREE
A OF LAND;

THENCE ALONG A 523.68 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 64°21'39" EAST THROUGH A CENTRAL ANGLE OF 16°48'19" FOR AN ARC LENGTH OF 153.60 FEET TO A POINT ON THE SOUTHERLY LINE OF THE MONSTER ROAD SW RIGHT OF WAY; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE ON A 238.99 FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS NORTH 53°42'43" EAST THROUGH A CENTRAL ANGLE OF 36°24'20" FOR AN ARC LENGTH OF 151.85 FEET; THENCE SOUTH 74°10'49" WEST A DISTANCE OF 47.77 FEET; THENCE SOUTH 83°38'32" WEST A DISTANCE OF 60.86 FEET; THENCE ALONG A 668.29 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 15°49'11" WEST THROUGH A CENTRAL ANGLE OF 8°49'23" FOR AN ARC LENGTH OF 102.91 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 11,088 SQUARE FEET (0.25 ACRES), MORE OR LESS

2/1/18


APN 7229500320
APN 7229500330
APN 7229500310
APN 1323049080
APN 1423049008
APN 2323049210
MONSTER RD. SW
N53°42'43"E (RADIAL)
Δ=16°48'19"
L=153.60'
R=523.68'
Δ=36°24'20"
L=151.85'
R=238.99'
N15°49'11"W (RADIAL)
S83°38'32"W 60.86'
S74°10'49"W 47.77'
Δ=8°49'23"
L=102.91'
R=668.29'
S64°21'39"E (RADIAL)
PROPOSED TRAIL
T.P.O.B.
N39°52'52"E 199.59'
Parametrix
N
0
60'
1"=60'
14
13
23
24
2/1/18
KERREL D. RELL
STATE OF WASHINGTON
29286
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXHIBIT A
LAKE TO SOUND TRAIL
CITY OF TUKWILA - EAST PARCEL
TOTAL AREA = 11,088 SQUARE FEET
SECTION 13 T. 23 N., R. 4 E., W.M.