

**SOUND TRANSIT
STAFF REPORT**

MOTION NO. M2004-104

Development and Transitway Agreement with the City of Tukwila

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Finance Committee	10/21/04	Discussion/Possible Action to Recommend Board Approval	Ahmad Fazel, Link Director	(206) 398-5389
Board	10/28/04	Action	Steve Sheehy, Legal Counsel	(206) 398-5441

Contract/Agreement Type:	✓	Requested Action:	✓
Competitive Procurement		Execute New Contract/Agreement	✓
Sole Source		Amend Existing Contract/Agreement	
Interagency Agreement	✓	Contingency Funds (Budget) Required	
Purchase/Sale Agreement		Budget Amendment Required	

✓ *Applicable to proposed transaction.*

ACTION

Authorize the Chief Executive Officer to execute a Development and Transitway Agreement with the City of Tukwila for the Central Link Light Rail Initial Segment, specifying the terms and conditions for development of the Tukwila Freeway Route Project and to allow the use of City of Tukwila street right-of-way; and to execute all other subsequent agreements as may be necessary to implement this Agreement, subject to approval of the 2005 budget.

KEY FEATURES

- The proposed Development and Transitway Agreement is based on final design plans and all significant issues related to land use approvals have been resolved. The Agreement combines in one document the land use approvals and a permanent grant to use City of Tukwila (City) right-of-way.
- On September 20, 2004, the Tukwila City Council approved the Agreement, and the related land use permits, and authorized the Mayor to execute the Agreement without further City Council review.
- The Agreement implements the land use permits and mitigation measures. This type of agreement is specifically authorized by the Growth Management Act. Some of the key elements of the Agreement include the following:
 - Essential Public Facility: The parties acknowledge that the Tukwila Freeway Route (TFR) is an essential public facility under RCW 36.70A.200 and as such, the City has a duty to accommodate it and may impose only reasonable conditions that do not preclude the project.
 - Cooperation and Dispute Resolution: The parties agree to cooperate, provide necessary resources and work in good faith toward completion of the project. A dispute resolution process is included to quickly and effectively settle disputes.

- Southcenter Boulevard: Commits Sound Transit to provide street frontage improvements along both sides of Southcenter Boulevard from Tukwila International Boulevard to approximately I-5. The improvements include curb, gutters, sidewalks, bike lanes, surface water drainage, street lighting, pedestrian lights, and a raised, landscaped median. To the maximum extent possible, these improvements will be constructed within existing City right-of-way.
- Construction Impacts: Sound Transit commits to restore City streets damaged by construction activity.
- Fire and Police Mitigation: In accordance with concurrence letters previously executed between Sound Transit and the City, this Agreement indicates that Sound Transit will purchase a 100-foot ladder fire truck and other equipment for the City and pay for training exercises. These items are estimated to cost between \$1.5 and \$1.7 million. Approximately 87% of the TFR is elevated as high as 65 feet and the fire truck is recommended in lieu of several stair towers that would have been required to provide safe access for emergency personnel to the trackway. Addition of these stair towers would not be desirable from a maintenance and system security perspective. The cost to design and construct these stair towers would be comparable to the cost of the fire truck, equipment, and training.
- Permit Fees Section: Sound Transit agrees to pay permit fees totaling approximately \$1.2 million. This is an approximation based on the value of the TFR Project.
- Grant to Use City Right-of-Way: The City grants Sound Transit at no cost a permanent non-exclusive grant to use any portion of City's right-of-way affected by the TFR Project. The Light Rail "Transitway" is generally depicted on a map attached to the Agreement. The Agreement satisfies Federal Transit Administration (FTA) continuing control requirements.
- Street Vacations: The City will initiate six street vacation petitions and Sound Transit will cooperate with the City in processing the petitions. However, Sound Transit is authorized to build and operate the TFR Project in these streets, even if a street vacation petition is not approved by the Council.
- Termination: The Agreement shall remain in effect for so long as the Light Rail Transitway is used for public transportation purposes.
- Vesting; Development Standards; Buildout Period: The TFR Project is vested and will be governed by City Code provisions that existed on September 7, 2004.
- Construction Permits: Only two significant city permits will be required to construct the TFR Project: (1) a Station Building Permit to construct the station and the two park and ride facilities; and (2) a public works Trackway Construction Permit for the remaining Light Rail facilities. The City of Tukwila will issue these permits administratively.

BUDGET DISCUSSION

Approval of this Agreement would commit Sound Transit to comply with terms and conditions that include the financial expenditures identified in the Key Features section. This motion would authorize the CEO to execute this Agreement, and all other subsequent agreements and documents that are necessary to implement the terms and conditions of the Agreement between Sound Transit and the City of Tukwila. However, expenditure authority for the award

of construction contracts related to this Agreement would be brought to the Finance Committee and/or Board for approval as separate action(s) in accordance with Sound Transit policies.

The current Board adopted 2004 budget does not reflect the terms of this Agreement. However, the Proposed 2005 Budget for the Initial Segment reflects the intent of this Motion. Changes include reallocated budget authority from the construction phase to the third party phase. The overall Link Initial Segment budget will not change because of this action.

M/W/DBE – SMALL BUSINESS PARTICIPATION

Not applicable for this action.

HISTORY OF PROJECT

Prior Board or Committee Actions and Relevant Board Policies

Motion or Resolution Number	Summary of Action	Date of Action
R2001-16	Selected the initial segment of the Central Link Light Rail Project to be constructed and operated by 2009.	11/29/01
M2001-02	Identified a Preferred Alternative for the Central Link Light Rail Project in the City of Tukwila for purposes of completing the Supplemental Environmental Impact Statement.	2/8/01
M99-85	Directed staff to analyze an alternative alignment through Tukwila for the Central Link Light Rail Project.	11/18/99
R99-34	Selected the alignment alternatives and profiles, station locations, and vehicle maintenance base site alternative to be built for the Central Link Light Rail line.	11/18/99

On November 18, 1999, the Sound Transit Board of Directors approved the alignment for construction of the Central Link Light Rail System from South 200th Street to Northgate. An alternative route through the City of Tukwila was proposed by the City and Sound Transit committed to study the requested alternative alignment and directed preparation of a Supplemental Environmental Impact Statement (EIS). A Draft Supplemental EIS was issued on October 20, 2000, and on February 8, 2001 the Sound Transit Board identified the TFR as the preferred alternative for the purpose of completing the Supplemental EIS. On September 27, 2001, the Sound Transit Board identified the preferred Initial Segment extending from South 154th Street to Westlake, subject to completion of environmental review. The Final Supplemental EIS was issued November 16, 2001 and Sound Transit also issued a State Environmental Policy Act (SEPA) Addendum for the Initial Segment on November 16, 2001.

On November 29, 2001, the Sound Transit Board adopted the Initial Segment, including the TFR. An Environmental Assessment for the Initial Segment was issued on February 5, 2002. The FTA issued an Amended Record of Decision (ROD) on May 8, 2002. The ROD states the FTA’s decision, identifies the alternatives considered by the FTA in making its decision, and concludes that the federal environmental process is complete for the Central Link Light Rail Transit and TFR Project. Sound Transit issued a SEPA Addendum for the TFR Project in August 2004.

On October 3, 2003, Sound Transit submitted land use permit applications to the City to permit development of the TFR Project. The TFR consists of approximately 4.9 miles of trackway, a

bridge over the Duwamish River, the South 154th Street Station, two park-and-ride lots at the Station, five detention ponds, three traction power substations and street improvements. After many months of discussions, Sound Transit and City staff reached agreement on an approach that included obtaining City Council approval of three major land use permits and a Development and Transitway Agreement. Sound Transit and City staff agreed that this approach would serve as the most appropriate and effective mechanism to obtain and implement the land use permit approvals, establish an efficient process for future administrative permits, authorize use of City streets and satisfy Federal Transit Administration "continuing control" requirements.

In a separate action, on July 1, 2004, the City's Director of Planning and Community Development issued an Administrative Parking Determination that established parking requirements and conditions for the TFR Project. This Parking Determination resolved the City's most significant concern about the impact of the TFR Project in its community. The Parking Determination was not appealed and became final and effective on July 15, 2004.

On August 20, 2004, City staff issued a Staff Report to the City Council that recommended approval of the three land use permits and the Development and Transitway Agreement. After proper notice and public hearing as required by RCW 36.70B, on September 20, 2004, the City Council approved the land use permit applications and authorized the Mayor of Tukwila to execute the proposed Development and Transitway Agreement.

CONSEQUENCES OF DELAY

Following the City Council's approval of the land use permits for the TFR Project, Sound Transit will be required to obtain administratively issued permits from the City in order to begin construction. The Agreement will facilitate efficient processing and issuance of these permits. A delay in approval of the Agreement may impact the timely issuance of the necessary permits and could therefore delay the start of construction for the TFR Project. The TFR Project is nearly on the critical path for the Initial Segment of the Central Link project and any delay in starting construction of the TFR Project could impact the completion date for the Initial Segment. The Agreement also grants Sound Transit the non-exclusive use of the City's Right-of-Way and is therefore necessary to construct certain portions of the TFR Project.

PUBLIC INVOLVEMENT

Throughout the development of the TFR Project final design plans which have served as the framework for negotiating this Agreement, Sound Transit has conducted an extensive public involvement program including mailings, community open houses, presentations, and meetings with individuals and neighborhood groups. The City of Tukwila also conducted open houses and complied with all public notice requirements under Washington law, including mailing over 15,000 notices.

LEGAL REVIEW

JW 10/12/04

SOUND TRANSIT

MOTION NO. M2004-104

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing the Chief Executive Officer to execute a Development and Transitway Agreement with the City of Tukwila for the Central Link Light Rail Initial Segment, specifying the terms and conditions for development of the Tukwila Freeway Route Project and to allow the use of City of Tukwila street right-of-way; and to execute all other subsequent agreements as may be necessary to implement this Agreement, subject to approval of the 2005 budget.

Background:

On November 18, 1999, the Sound Transit Board of Directors approved the alignment for construction of the Central Link Light Rail System from South 200th Street to Northgate. An alternative route through the City of Tukwila was proposed by the City and Sound Transit committed to study the requested alternative alignment and directed preparation of a Supplemental Environmental Impact Statement (EIS). A Draft Supplemental EIS was issued on October 20, 2000, and on February 8, 2001 the Sound Transit Board identified the TFR as the preferred alternative for the purpose of completing the Supplemental EIS. On September 27, 2001, the Sound Transit Board identified the preferred Initial Segment extending from South 154th Street to Westlake, subject to completion of environmental review. The Final Supplemental EIS was issued November 16, 2001 and Sound Transit also issued a State Environmental Policy Act (SEPA) Addendum for the Initial Segment on November 16, 2001.

On November 29, 2001, the Sound Transit Board adopted the Initial Segment, including the Tukwila Freeway Route (TFR). An Environmental Assessment for the Initial Segment was issued on February 5, 2002. The Federal Transit Administration (FTA) issued an Amended Record of Decision (ROD) on May 8, 2002. The ROD states the FTA's decision, identifies the alternatives considered by the FTA in making its decision, and concludes that the federal environmental process is complete for the Central Link Light Rail Transit and TFR Project. Sound Transit issued a SEPA Addendum for the TFR Project in August 2004.

On October 3, 2003, Sound Transit submitted land use permit applications to the City to permit development of the TFR Project. The TFR consists of approximately 4.9 miles of trackway, a bridge over the Duwamish River, the South 154th Street Station, two park-and-ride lots at the Station, five detention ponds, three traction power substations and street improvements. After many months of discussions, Sound Transit and City staff reached agreement on an approach that included obtaining City Council approval of three major land use permits and a Development and Transitway Agreement. Sound Transit and City staff agreed that this approach would serve as the most appropriate and effective mechanism to obtain and implement the land use permit approvals, establish an efficient process for future administrative permits, authorize use of City streets and satisfy Federal Transit Administration "continuing control" requirements.

In a separate action, on July 1, 2004, the City's Director of Planning and Community Development issued an Administrative Parking Determination that established parking requirements and conditions for the TFR Project. This Parking Determination resolved the City's most significant concern about the impact of the TFR Project in its community. The Parking Determination was not appealed and became final and effective on July 15, 2004.

On August 20, 2004, City staff issued a Staff Report to the City Council that recommended approval of the three land use permits and the Development and Transitway Agreement. After proper notice and public hearing as required by RCW 36.70B, on September 20, 2004, the City Council approved the land use permit applications and authorized the Mayor of Tukwila to execute the proposed Development and Transitway Agreement.

Motion:

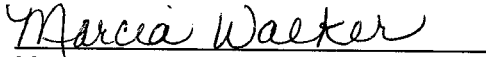
It is hereby moved by the Board of the Central Puget Sound Regional Transit Authority that the Chief Executive Officer is authorized to execute a Development and Transitway Agreement with the City of Tukwila for the Central Link Light Rail Initial Segment, specifying the terms and conditions for development of the Tukwila Freeway Route Project and to allow the use of City of Tukwila street right-of-way; and to execute all other subsequent agreements as may be necessary to implement this Agreement, subject to approval of the 2005 budget.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on October 28, 2004.



John W. Ladenburg
Board Chair

ATTEST:



Marcia Walker
Board Administrator

DEVELOPMENT AND TRANSIT WAY AGREEMENT

for

SOUND TRANSIT CENTRAL
LINK LIGHT RAIL TUKWILA
FREEWAY ROUTE PROJECT

between

CITY OF TUKWILA, WASHINGTON

and

SOUND TRANSIT

Date: September 7, 2004

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This Development and Transit Way Agreement (“Agreement”) is entered into by and between the CITY OF TUKWILA, a Washington municipal corporation (“City”), and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“Sound Transit”), a regional transit authority. For and in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree as follows regarding the Sound Transit Central Link Light Rail Tukwila Freeway Route.

RECITALS

- A. The City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development and right of way agreements to promote the health, safety and welfare of its citizens.
- B. Sound Transit is a regional transit authority created pursuant to chapters 81.104 and 81.112 RCW with all powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the right to construct and maintain facilities in public rights of way without a franchise (RCW 81.112. 100 and RCW 35.58.030).
- C. On November 5, 1996, central Puget Sound area voters approved local funding for Sound Move, the ten-year regional transit system plan. Sound Move includes three new types of regional transportation - light rail, commuter rail, and a regional express bus/HOV system - which will be integrated with local transit systems and use a single or integrated, regional fare structure.
- D. One component of Sound Move is the Central Link Light Rail System (“Central Link”), an electric light rail project connecting some of the state’s largest employment and education centers, highest density residential areas, and highest regional transit ridership areas.
- E. One segment of Central Link is the Tukwila Freeway Route Project (“TFR Project”), located within the City and as described in this Agreement.
- F. The City owns and operates city streets, and other infrastructure improvements within the City boundaries where Sound Transit proposes certain transit improvements and light rail.
- G. The Growth Management Act (RCW 36.70A) requires the City to plan for and encourage regional high capacity transportation facilities such as Central Link (RCW 36.70A.020) and to accommodate within the City such essential public facilities (RCW 36.70A.200). Likewise, the Growth Management Act grants authority to the City to impose reasonable permitting and mitigation conditions on the TFR Project.

- H. Sound Transit is proceeding to design and build the TFR Project, and has applied for and will seek various land use and right-of-way permits for construction and operation of the system within the City. In recognition of the multiple development permits and separate review processes, and the continuing potential for conflict, overlap and duplication between such processes, the City and Sound Transit desire to consolidate permit and environmental review processes for the benefit of both parties and the public pursuant to the development agreement authority provided in RCW 36.70B.170-.210.
- I. The U.S. Department of Transportation Federal Transit Administration (“FTA”) and Sound Transit completed an Environmental Impact Statement for the entire Central Link Light Rail Project in November 1999. On November 18, 1999, the Sound Transit Board of Directors approved the alignment for construction of the Central Link Light Rail System from 200th Street south of the Sea-Tac Airport to Northgate in Seattle. ST Board Resolution R99-34. An alternative route through the City was proposed by the City and Sound Transit committed to study the alternative alignment requested by the City and directed preparation of a Supplemental EIS. ST Board Motion M99-85. The Tukwila Freeway Route Draft Supplemental EIS was issued on October 20, 2000, and on February 8, 2001 the Sound Transit Board identified the Tukwila Freeway Route (“TFR”) as the preferred alternative for the purpose of completing the Supplemental EIS. ST Board Motion M2001-02. On September 27, 2001, the Sound Transit Board identified the preferred Initial Segment extending from South 154th to Westlake, subject to completion of environmental review. ST Board Motion M2001-103. The Final Supplemental EIS was issued November 16, 2001 (“Tukwila SEIS”) and Sound Transit also issued a SEPA Addendum for the Initial Segment on November 16, 2001. On November 29, 2001, the Sound Transit Board adopted the Initial Segment, including the TFR. ST Board Resolution R2001-16. An Environmental Assessment for the Initial Segment was issued on February 5, 2002. The FTA issued an Amended Record of Decision (“ROD”) on May 8, 2002. The ROD states the FTA’s decision, identifies the alternatives considered by the FTA in making its decision, and concludes that the federal environmental process is complete for the Central Link Light Rail Transit and TFR Project.
- J. As reflected in this Agreement, the City and Sound Transit intend to agree on a grant of a non-exclusive use of a Light Rail Transit Way for the TFR Project in the City.
- K. Sound Transit has adopted real property acquisition and relocation procedures and guidelines that comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894), as amended by the Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) and as implemented by the United States Department of Transportation (49 CFR 24), all of which establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition

practices and provide for the fair and equitable treatment of persons displaced as a result of public works programs or projects of a local public body (hereinafter the “Federal Regulations”).

- L. Pursuant to RCW 36.70B.200, the City held a properly noticed public hearing regarding the TFR Project and this Agreement.

NOW THEREFORE, in consideration of mutual promises and covenants herein contained related to the approval of various development permits and a grant of a non-exclusive use of a City right of way by the City to Sound Transit to construct, operate, and maintain the TFR Project, the Parties hereto agree to the terms and conditions as follows:

1.0 DEFINITIONS

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

- 1.1 Agreement. “Agreement” means this Development and Transit Way Agreement approved by appropriate action of the City and of Sound Transit.
- 1.2 City. “City” means the City of Tukwila and any successor or assignee following an assignment that is permitted under this Agreement.
- 1.3 Emergency. “Emergency” means, except as otherwise provided, a sudden, unexpected occurrence or set of circumstances demanding immediate action.
- 1.4 Final Construction Plans. “Final Construction Plans” means prints showing in detail the proposed construction and specifications of the Light Rail Transit System, including alignment drawings showing the exact limits of the Light Rail Transit Way, and further described in the Station Building Permit and Trackway Construction Permit approved by the City.

- 1.5 Final Right-of-Way Plans. “Final Right-of-Way Plans” means prints showing the proposed limits of the Light Rail Transit Way mathematically tied to existing City monumentation.
- 1.6 Liability. “Liability” means all loss, damage, cost, expense (including costs of investigation and attorneys’ fees and expenses at arbitration, trial or appeal and without institution of arbitration or suit), liability, claims and demands of whatever kind or nature (including those arising under the Federal Employers Liability Act), arising out of an occurrence relating to this Agreement or occurring on or relating to the Light Rail Transit System described herein.
- 1.7 Light Rail Transit Facility. “Light Rail Transit Facility” means a structure, rail track, equipment, maintenance base or other improvement of a Light Rail Transit System, including but not limited to ventilation structures, traction power substations, Light Rail Transit Stations and related passenger amenities, bus layover and inter-modal passenger transfer facilities, park-and-ride lots, and transit station access facilities.
- 1.8 Light Rail Transit System. “Light Rail Transit System” means a public rail transit line that operates at grade level or above grade level, and that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under chapter 81.112 RCW. A Light Rail Transit System may be designed to share a street right-of-way although it may also use a separate right-of-way.
- 1.9 Light Rail Transit Way. “Light Rail Transit Way” means the areas of the Public Right-of-Way occupied by Sound Transit for its Light Rail Transit System after construction pursuant to this Agreement, as shown on the record drawings of the Final Right-of-Way Plans approved by the City’s Director of Public Works and on file with the City as part of the Unclassified Use Permit file L03-057.
- 1.10 Parties. “Parties” means the City of Tukwila and the Central Puget Sound Regional Transit Authority.
- 1.11 Passenger. “Passenger” means any person who is not an employee or agent of Sound Transit, and who is aboard any Sound Transit Light Rail Transit System vehicle.
- 1.12 Project. “Project” or “TFR Project” means the light rail system as described in Section 3.0 of this Agreement and approved by the City pursuant to the approvals described in Section 4.0 of this Agreement.
- 1.13 Public Right-of-Way. “Public Right-of-Way” means the areas above, below, on and over public streets and easements which, under the Tukwila Municipal Code, the City ordinances, and applicable laws, the City has authority to grant

rights of way, permits, or licenses for use thereof or has regulatory authority therefore.

- 1.14 Routine Maintenance and Operation. “Routine Maintenance and Operation” means Sound Transit’s maintenance and operation of the Light Rail Transit System that does not require (i) the excavation of soil that would alter or disturb the Public Right-of-Way; or (ii) the use of heavy machinery within fifty (50) feet of or upon the Public Right-of-Way.
- 1.15 South 154th Street Station. “South 154th Street Station” or “Station” means the Light Rail Transit Facility located at the intersection of Tukwila International Boulevard and Southcenter Boulevard that provides pedestrian access to Light Rail Transit System vehicles and facilitates transfer from light rail to other modes of transportation. The Station may include mechanical devices such as security cameras, elevators and escalators to move passengers, and may also include such passenger amenities as informational signage, seating, weather protection, fountains, artwork, concessions and parking areas.
- 1.16 Sound Transit. “Sound Transit” means the Central Puget Sound Regional Transit Authority, and any other entity to the extent such entity, as permitted under this Agreement, is exercising any rights to operate the Light Rail Transit System over any portion of the Light Rail Transit Way pursuant to a specific written grant of such rights by Sound Transit.
- 1.17 Station Building Permit. “Station Building Permit” means the building permit for the South 154th Street Station approved by the City pursuant to the International Building Code as adopted by Tukwila and as may be otherwise addressed in this Agreement.
- 1.18 Third Party. “Third Party” means any person other than the City or an employee of the City and any person other than Sound Transit or an employee of Sound Transit.
- 1.19 Trackway Construction Permit. “Trackway Construction Permit” means the construction permit for the Light Rail Transit Facilities, except the South 154th Station, approved by the City pursuant to TMC Title 11 and this Agreement.

2.0 COOPERATION AND GOOD FAITH EFFORTS

- 2.1 The Parties understand and agree that the process described in this Agreement depends upon timely and open communication and cooperation between the Parties. In this regard, communication of issues, changes, or problems that arise in the acquisitions, in identifying the parcels or property rights to be transferred, or with any aspect of the work should occur as early as possible in the process, and not wait for explicit due dates or deadlines. Each party agrees to work cooperatively and in good faith toward resolution of any such issues.

- 2.2 The Parties acknowledge that this Agreement contemplates the execution and delivery of a number of future documents, instruments and permits, the final form and contents of which are not presently determined. The Parties agree to provide the necessary resources and to work in good faith to develop the final form and contents of such documents, instruments and permits, and to execute and deliver the same promptly.

3.0 TFR PROJECT LOCATION AND ELEMENTS

- 3.1 The TFR Project will include: 4.9 miles of trackway, 87% of which will be elevated, and 70% of which will be in Washington State Department of Transportation right-of-way; a station at the southeast corner of the intersection of Southcenter Boulevard and International Boulevard with a transit center; two park and ride lots; frontage improvements in both Tukwila and SeaTac; five detention ponds; three traction power substations; and street improvements and a bridge over the Duwamish River directly west of the East Marginal Way South bridge.
- 3.2 The original permit submittal for the TFR Project has been modified as City staff reviewed the applications and suggested refinements and mitigation options. Sound Transit had proposed to use five “straddle bents,” essentially two columns with a beam across the top, to support the trackway where it crossed East Marginal Way S., 52nd Avenue S. and Southcenter Boulevard. The City has proposed, and Sound Transit has accepted, a unified solution that allows for single columns integrated with sidewalks, curbing, utility undergrounding, street lighting and storm drainage. The City has also recommended and Sound Transit has incorporated improvements to the station and park and ride design including changes to automobile circulation, emergency access, pedestrian access, landscaping, lighting and provision of restrooms. The new intersection on Southcenter Boulevard between the station site and north parking lot is undergoing final engineering and the driveway configuration may change slightly. The TFR Project includes placing certain project facilities, such as the transit trackway columns, in Public Right-of-Way.

4.0 TFR PROJECT APPROVALS

- 4.1 On October 3, 2003, Sound Transit submitted the following applications for City Council review and approval and after providing the legally required public notice and hearing, the City Council approved these applications pursuant to Ordinance No. -----, effective September ---, 2004:
- (a) Unclassified Use Permit (UUP), L03-057, incorporated by reference, reviewed and approved pursuant to the applicable criteria in Tukwila Municipal Code (“TMC”) 18.66.060. The UUP is required for all portions of the TFR Project in all zones.

- (b) Shoreline Variance L03-058, incorporated by reference, reviewed and approved pursuant to the provisions of the King County Shoreline Master Program (King County Code Chapter 25.16) and the state variance criteria (WAC 173-27-170). A Shoreline Variance is required for the proposed Link Light Rail Bridge over the Green-Duwamish River at approximately mile 7, specifically to allow a height of 50 feet instead of the allowed 35 feet for the top of the bridge structure over ordinary high water for the south half of the river.
 - (c) Design Review L03-060, incorporated by reference, reviewed and approved pursuant to Design Criteria in the Tukwila International Boulevard Design Manual. Design Review and approval is required for the Station and associated parking facilities.
- 4.2 On October 3, 2003, Sound Transit submitted a Special Permission for Parking Determination Application L03-059, which was reviewed and a decision issued pursuant to the criteria in TMC 18.56.100. Application L03-059 was administratively approved on July 1, 2004 and establishes the parking requirements for the TFR Project.
- 4.3 Pursuant to TMC 18.66.060(5), the City has determined that the TFR Project is generally consistent with the Comprehensive Plan and development regulations, and has approved the applications listed in Section 4.1 and 4.2. So long as the TFR Project is developed consistent with the permit approvals and this Agreement, the public health, interest, and welfare are adequately protected within the bounds of the law.
- 4.4 On August 8, 2003, Sound Transit submitted the following application for administrative review and approval by the City and the City determined this application to be complete on September 5, 2003:
 - (a) Shoreline Substantial Development Permit, L03-049, incorporated by reference, to be reviewed and approved pursuant to the criteria in KCC 25.16 and RCW 90.58.020. A Shoreline Substantial Development Permit is required for the proposed Link Light Rail Bridge over the Green-Duwamish River at approximately mile 7.
- 4.5 It is agreed by the Parties that subsequent to execution of this Agreement, certain administratively issued permits will be required by the City for construction of the entire TFR Project including construction, sign, demolition, fire alarm, sprinkler, plumbing, electrical, tree and sensitive area special permission permits. The most significant of these are a Station Building Permit for the South 154th Street Station and a Trackway Construction Permit for the remaining Light Rail Transit Facilities. The City recognizes that these administrative permits, as well as the Shoreline Substantial Development permit described in Section 4.4, are administrative decisions that implement discretionary decisions of the City Council regarding the UUP L03-057 and this Agreement. Therefore, the City

shall issue administrative permits necessary to complete the TFR Project after receipt of complete applications from Sound Transit and City review and approval of such complete applications as consistent with the City Council's decisions and any other applicable laws and regulations within the City's jurisdiction, including but not limited to the International Building Code as adopted by Tukwila. The City shall exercise due diligence to review and issue decisions on these administrative permits and related submittals efficiently and in the normal course of City operations.

5.0 SEPA COMPLIANCE

5.1 Sound Transit is the "lead agency" for purposes of compliance with the State Environmental Policy Act, RCW Chapter 43.21C ("SEPA"). The City agrees that the TFR Project has been subject to full and complete procedural and substantive SEPA review through Sound Transit's preparation and issuance of the following environmental documents, which taken together comprise the "TFR Project Environmental Documents," incorporated herein by reference:

- (a) Central Link Light Rail Transit Project Final EIS (November 1999);
- (b) Addendum to the Final EIS for the Initial Segment (November 16, 2001);
- (c) Tukwila Freeway Route Final Supplemental EIS (November 2001);
- (d) Initial Segment Environmental Assessment (February 2002); and
- (e) Addendum to the TFR FSEIS (August 2004).

5.2 The Parties agree that pursuant to WAC 197-11-600, the TFR Project Environmental Documents will be used by the City, unchanged, for its review and decisions on permit applications related to the TFR Project, unless (i) the applicant makes changes to the TFR Project that are likely to have significant adverse environmental impacts not previously analyzed or (ii) new information is discovered regarding the TFR Project that indicates a probable significant adverse impact not previously analyzed.

5.3 The Parties agree that the mitigation measures described in this Agreement and required by the City Council's decision on UUP L03-057 shall constitute the full and complete exercise of the City's substantive SEPA authority, as well as its authority to mitigate the TFR Project under any provision of local, state or federal law. The City has carefully considered the environmental impacts associated with the TFR Project and the mitigation measures contained in the TFR Project Environmental Documents. Pursuant to the authority granted in RCW 43.21C.060 and the Tukwila Municipal Code, the Parties agree that the mitigation measures included as part of the TFR Project are necessary to mitigate specific adverse environmental impacts and are deemed sufficient to mitigate such impacts, are reasonable, and are capable of being accomplished.

6.0 VESTING; DEVELOPMENT STANDARDS; BUILDOUT PERIOD

- 6.1 Any development approvals or permits issued for development within the TFR Project shall be consistent with the provisions of this Agreement. The TFR Project shall be governed by the TMC provisions as such provisions existed on September 7, 2004, or as they may be determined inapplicable because of the non-preclusive requirements for essential public facilities in RCW 36.70A.200; PROVIDED, however, as required by RCW 36.70B.170(4), the City shall reserve its authority to adopt new or different regulations to the extent required by a serious threat to public health and safety, and such regulations shall apply to the TFR Project.
- 6.2 The vesting described in Section 6.1 shall apply throughout the “Construction Buildout Period” for the TFR Project, which the Parties have established as ten years following execution of this Agreement. During the Construction Buildout Period, the City shall neither modify nor impose new or additional development standards beyond those set forth in this Agreement. To the extent this Agreement does not establish or define development standards covering a certain subject, element or condition, the TFR Project shall be governed by the City codes and standards in effect on September 7, 2004.

7.0 ESSENTIAL PUBLIC FACILITY REQUIREMENTS

- 7.1 The Central Link Light Rail system is a regional transportation facility that has the status of an essential public facility (“EPF”). Thus, as a segment of the overall regional transportation system, the TFR Project is an EPF. Because cities are not regional decision-making bodies under the Growth Management Act they may not make decisions regarding system location or design of regional EPFs. A city’s role is limited to attempting to influence such decisions by providing information to the regional body, commenting on the alternatives under consideration, or expressing local preferences in its comprehensive plan. However, after the regional decision is made, the city then has a duty to accommodate the EPF, and in the exercise of its land use powers may impose reasonable permit and mitigation conditions.
- 7.2 The TFR Project is an EPF that is subject to the requirements of RCW 36.70A.200. Sound Transit, as the regional transit authority sponsoring the TFR Project, has the primary authority to make siting and location decisions for the TFR Project. Under RCW 36.70A, the City may not utilize development regulations to render impracticable Sound Transit’s decisions on siting and location of the TFR Project; however, the City may impose reasonable permit and mitigation conditions on the TFR Project
- 7.3 The Parties agree that the requirements of RCW 36.70A.200 regarding the siting of essential public facilities are applicable to the TFR Project.

8.0 MITIGATION

8.1 In addition to the mitigation measures described in the Federal Transit Administration Amended Record of Decision Attachment E, dated May 8, 2002 (“ROD”), incorporated by reference, Sound Transit shall provide the following additional mitigation measures for the TFR Project:

- (a) Street Frontage Improvements. Sound Transit shall construct street frontage improvements on Southcenter Boulevard from Tukwila International Boulevard to approximately Interstate 5 as shown on the plan sheets and specifications contained in UUP Application L03-057, titled on the 90% submittal Right-of-Way Plans, number R40-RP02 through RP12, R4-OX05 through CX07, R40-CD11 and CD12, or as otherwise approved by the Public Works Director. The street frontage improvements are required to mitigate the safety impacts associated with the introduction of the trackway columns into the roadway’s safety clear zone and as a result of construction of the South 154th Street Station. The street frontage improvements will include curb (regular and raised), gutters, sidewalks, surface water drainage, and street and pedestrian lighting. Due to the restricted amount of right-of-way available, raised, landscaped medians will be incorporated to accommodate street lighting and several trackway columns. To the maximum extent possible, the Southcenter Boulevard street frontage improvements constructed by Sound Transit will be located within existing City right-of-way. To achieve this intent, the Director of Public Works is authorized to modify or waive applicable development standards. Upon completion of the street frontage improvements and acceptance by the City, the street frontage improvements shall be dedicated to the City pursuant to the procedures provided in Tukwila Municipal Code.
- (b) Construction Impacts. After construction of the TFR Project, Sound Transit shall restore to current standards (curbs, gutters, sidewalks and resurfacing) Southcenter Boulevard, Martin Luther King Way, and East Marginal Way (north of South 112th Street). The Trackway Construction Permit shall contain a condition that requires that all construction routes within the Public Right-of-Way be videotaped prior to start of construction to benchmark current conditions. Upon completion of construction of the TFR Project, all construction routes will be inspected by the City. If the City determines that the condition of these construction routes is worse than what would be anticipated from normal wear and tear, Sound Transit shall restore such damaged roadways to pre-construction conditions.
- (c) Fire and Police Mitigation. Sound Transit shall provide at no cost to the City the mitigation measures as generally described in the Fire Concurrence Letter signed by Sound Transit and the City on July 12, 2004

and the Police Concurrence Letter signed by Sound Transit and the City on August 12, 2004, both incorporated by reference. The Mayor is hereby authorized to negotiate and execute any additional agreements as are necessary to implement the mitigation measures described in the Fire and Police Concurrence Letters.

(d) Fees. Based on the estimated value of the TFR Project as provided by Sound Transit, the City estimates that the total amount of development permit application fees due to the City for the entire TFR Project will be approximately One Million Two Hundred Thousand dollars (\$1.2 million). Sound Transit shall pay development permit application fees to the City consistent with the requirements of Tukwila Municipal Code.

(e) Fire and Emergency Services Access. Sound Transit shall provide a plan acceptable to the City to ensure adequate access for purposes of fire control and suppression to the structures located at:

15151 52nd Avenue South, tax parcel #984440-0021;
15171 52nd Avenue South, tax parcel #984440-0022;
5220 South 152nd Street, tax parcel #984440-0005;
15208 52nd Avenue South, tax parcel #115720-0010;
15205 52nd Avenue South, tax parcel #115720-0016;
15215 52nd Avenue South, tax parcel #115720-0017;
10836 - East Marginal Way South, tax parcel #032304-9164
(multi-tenant building);
10847 - East Marginal Way South, tax parcel #032304-9172
(multi-tenant building);
11001 - East Marginal Way South, tax parcel #032304-9183;
11245 - East Marginal Way South, tax parcel #102304-9060; and
11269 - East Marginal Way South, tax parcel #102304-9055.

8.2 The Parties agree that the mitigation measures identified in this Agreement are reasonable as part of the TFR Project approvals and such mitigation shall be incorporated into the TFR Project in full satisfaction of all development standards, except for those standards applicable to the building permits and other necessary administrative permits, and in full satisfaction of SEPA.

9.0 MINOR REVISIONS TO TFR PROJECT APPROVALS

9.1 The Directors of Public Works and the Department of Community Development are authorized to approve minor revisions to the TFR Project that are necessary and generally consistent with this Agreement. Such minor revisions shall include (a) any revisions within the scope and intent of the original Project approvals identified in Section 4.0, (b) any revisions within the scope of the TFR Project Environmental Documents, (c) any relocations and adjustments of the Trackway within the approved right of way, and (d) any relocations and adjustments of the elements and features of the Station.

10.0 RIGHT-OF-WAY

- 10.1 Grant. The City hereby grants to Sound Transit, its successors and assigns, a non-exclusive use of portions of the Public Right-of-Way, the general location of which is described and depicted on Exhibit “A,” attached and incorporated herein, to be known as a Light Rail Transit Way, to construct, operate, maintain, and own a Light Rail Transit System in, upon, above, beneath and along the Light Rail Transit Way in accordance with the terms and conditions of this Agreement. The Light Rail Transit Way shall be limited to the areas described generally in the plans and profile drawings and more fully described in the As Built Final Right-of-Way Plans. The City’s Public Works Director and Sound Transit’s Director of Light Rail may, from time to time, jointly revise and modify Exhibit “A” to conform to the record drawings and the Final Right-of-Way Plans as long as the revisions are, in their professional engineering judgment, within the scope and intent of Exhibit “A.” This grant shall take effect upon the filing of approved As Built Final Construction Plans and Final Right-of-Way Plans. Sound Transit expressly agrees that it will construct, operate and maintain the Light Rail Transit System in compliance with this Agreement and all applicable City ordinances and state and federal laws.
- 10.2 Sole Purpose. The non-exclusive use of a Light Rail Transit Way is granted solely for the purpose of construction, maintenance, operation, and ownership of the Light Rail Transit System detailed in the Final Construction Plans and included in the Station Building Permit, other related permits, and this Agreement, and for no other purpose. Sound Transit intends, and shall have the right, to use the Light Rail Transit Way solely for Light Rail Transit System uses. Notwithstanding the foregoing, nothing contained herein shall prevent Sound Transit from replacing Light Rail Transit Facilities or equipment existing after construction after first obtaining any necessary permits or other authorization from Tukwila.
- 10.3 Work Permitted in Light Rail Transit Way. Sound Transit understands and agrees that during the normal course of Light Rail Transit Way use, the City may engage in construction, maintenance, demolition, leasing, licensing, permitting, and similar activities that have the potential to cause interruption to the Light Rail Transit System. Sound Transit understands and agrees that such activities may be caused, from time to time, by reasons including but not limited to: (1) traffic conditions; (2) public safety; (3) Public Right-of-Way construction; (4) Public Right-of-Way repair (including resurfacing or widening); (5) change of Public Right-of-Way grade; (6) response to emergencies and natural disasters; and (7) construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, traffic control devices, tracks, communications systems, public works, public facilities or improvements, or any utilities. The City agrees to exercise its best effort to

provide written notice to Sound Transit of such activities within the Light Rail Transit Way, to the extent they are permitted or controlled by the City, at least twelve hours prior to commencement of the work, unless an Emergency exists as defined herein. The City shall further exercise its best efforts to ensure that any such activities done by or for the City shall be undertaken in a manner that minimizes, to the extent possible, disruption to operation of the Light Rail Transit System.

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

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

10.6 Ownership. Unless otherwise provided in this Agreement or in other City project approvals or agreements, Sound Transit shall own all tracks and other Light Rail Transit Facilities on the Light Rail Transit Way, including, without limitation, improvements constructed at the cost and expense of Sound Transit. Nothing in this Agreement, however, shall be construed as granting to Sound Transit any interest or right in the Light Rail Transit Way or the improvements on the Light Rail Transit Way other than the rights expressly provided herein.

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

- (a) Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City; or
- (b) Any permit, agreement or authorization required in connection with operations on or in public streets or property, including by way of example and not limitation, street cut permits; or
- (c) Any permits or agreements for occupying any other property of the City to which access is not specifically granted by this Agreement.

10.8 Street Vacations. Pursuant to the requirements of TMC 11.60 and RCW 35.79, Sound Transit shall cooperate with the City when it petitions for street vacations at the locations as generally described in Exhibit "B," attached and incorporated

herein. Street vacation decisions are discretionary decisions of the City Council after appropriate notice and public hearing. Nothing within this Section shall be construed to require the City Council to approve any street vacation, nor shall the City Council's decision regarding any street vacation impair in any way the City's grant to Sound Transit for use of the Light Rail Transit Way as described in this Agreement.

- 10.9 Property Transfers to City. In the event that Sound Transit acquires real property that the Parties agree should be transferred to the City for Public Right of Way, such real property shall be transferred to the City pursuant to the procedures provided in Tukwila Municipal Code.

11.0 CONSTRUCTION

- 11.1 Approval for Construction for South 154th Street Station. Sound Transit shall obtain approval from the City for the South 154th Street Station Final Construction Plans through submittal of a Station Building Permit application. When approving the Station Building Permit application, the City may impose such reasonable conditions as may be required to implement this Agreement or other TFR Project approvals.
- 11.2 Approval of Construction. Sound Transit shall obtain approval from the City's Public Works Director for all Light Rail Transit Facility Final Construction Plans (except the South 154th Street Station) through submittal of a Trackway Construction Permit as described in this Agreement. When approving the Trackway Construction Permit, the Director may impose such reasonable conditions as may be required to implement this Agreement or other TFR Project approvals. Final Construction Plans must be accompanied by Final Right-of-Way Plans.
- 11.3 Entry upon Light Rail Transit Way. Sound Transit, its employees and agents, are authorized to enter upon the Light Rail Transit Way to construct, operate and maintain the Light Rail Transit Facilities, as defined and limited in this Agreement.
- 11.4 Record Drawings. As promptly as possible, but in no event later than three months after the Light Rail Transit System begins operations, Sound Transit shall furnish to the City record drawings of the As Built Final Construction Plans and Final Right-of-Way Plans. Record Drawings are Mylars and associated electronic files prepared in AUTOCAD showing the as-built condition.
- 11.5 Temporary Use of Public Right-of-Way. During construction of the Light Rail Transit System, Sound Transit may fence portions of the Public Right-of-Way for the temporary storage of construction equipment and materials, provided that such structures and fences (i) do not interfere with or disrupt in

any way, other than as may be approved in writing in advance by the City, the ordinary use of the right-of-way, and (ii) do not interfere with or disrupt in any way, other than as may be approved in writing in advance by the City, the ordinary access to property on either side of the Public Right-of-Way. Sound Transit shall neither store nor temporarily place any goods, materials, or equipment (i) near a roadway, intersection, or crossing in such a manner as to interfere with the sight distance of persons approaching such crossing, or (ii) within such greater distance as prohibited by the City; provided, however, that fuel and other hazardous substances shall not be stored unless approved by appropriate officials of the Tukwila Fire Department.

- 11.6 Utilities During Construction. All conflicting utilities shall be relocated by Sound Transit at its expense pursuant to applicable provisions of the TMC. Sound Transit shall fully indemnify the City for any claim and undertake the defense of any litigation directed at the City arising from such relocation to accommodate the construction of the Light Rail Transit System. The City shall cooperate with Sound Transit in the defense of any such claim. Notwithstanding the foregoing, the Parties agree that Sound Transit shall pay for any relocation or protection of City-owned utilities that the City determines is necessary due to construction or operation of the Light Rail Transit System and as required by the TMC.
- 11.7 Compliance with Laws, Rules, and Regulations. Sound Transit, at Sound Transit's sole cost and expense, shall furnish all materials, parts, components, equipment and structures necessary to construct and operate the Light Rail Transit System, or any part thereof, in accordance with this Agreement. Any and all work by Sound Transit shall be done in a good and workmanlike manner, in conformity with all applicable engineering, safety, and other statutes, laws, ordinances, regulations, rules, codes, orders, or specifications of any public body or authority having jurisdiction.
- 11.8 Installation. All facilities and installations must meet or exceed applicable specifications of the City and be in compliance with all existing federal, state and local laws, ordinances and regulations.
- 11.9 Track Support. During any work of any character by Sound Transit at locations of the Light Rail Transit Facilities, and in accordance with the Final Construction Plans, Sound Transit shall support the tracks and roadbed of the Light Rail Transit System in such a manner as is necessary for the safe operation of the Light Rail Transit System and ordinary use of the Public Right-of-Way.
- 11.10 Imminent Danger. If, during construction, the Light Rail Transit System creates, or contributes to, an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail

Transit System without prior notice, and Sound Transit shall pay for costs incurred by the City. The City shall provide notice of such danger to Sound Transit as soon as possible, given the nature and circumstances of any such danger.

11.11 Information Regarding Ongoing Work. In addition to providing notice to the public of ongoing work as may be required under applicable law, Sound Transit shall implement the commitments contained in the Community Outreach Plan Construction Impact Study incorporated herein by reference. These commitments include but are not limited to the following:

- (a) Establish effective communication with residents and businesses; develop and implement a public relations plan that will provide that local residents and businesses are fully informed about potentially significant disruptions, such as temporary street closures, changes in transit service, and parking availability. Sound Transit shall work with community and neighborhood groups prior to and through the construction process to identify types of impacts that would occur, and to work on ways to reduce those impacts;
- (b) Develop a 24-hour monitoring center that provides telephone access for the public to obtain construction information and to make complaint and incident reports;
- (c) Clearly identify, and make accessible, paths to and from major transportation facilities, such as designated pedestrian routes, bicycle lanes, bus routes and stops, designated truck routes, and tunnel entrances;
- (d) Work with affected business owners, chambers of commerce, merchants associations and others to develop a business-marketing program to minimize business disruption during construction;
- (e) Work with local school districts to educate school officials and children about the light rail system and safe street-crossing procedures, especially on at-grade sections;
- (f) Provide regular updates to assist public school officials in providing advance and ongoing notice to students and parents concerning construction activity near schools and school walking routes;
- (g) Develop a mitigation commitment tracking system that will provide a computerized record of all mitigation commitments and a means to track progress toward meeting those commitments;

- (h) Follow standard construction safety measures, such as installation of advance warning signs, highly visible construction barriers, and the use of flaggers;
- (i) Post advance notice signs prior to construction in areas where surface construction activities will affect access to surrounding businesses;
- (j) Use lighted or reflective signage to direct drivers to truck haul route and to provide visibility during nighttime work hours; and
- (k) Coordinate street sweeping services in construction areas with construction activity.

11.12 Restoration of Public Right-of-Way. Sound Transit shall promptly repair any and all Public Right-of-Way and public property that is disturbed or damaged during the construction of its Light Rail Transit System to the same condition as existing prior to construction. In the event Sound Transit does not comply with the foregoing requirement, the City may, upon seven calendar days' advance notice to Sound Transit, take actions to restore the Public Right-of-Way or public property at Sound Transit's sole cost and expense.

11.13 Federal Grant Conditions. Sound Transit's design and construction of the TFR Project is subject to a financial assistance contract between Sound Transit and the Federal Transit Administration ("FTA"). Both parties recognize that the FTA may request a change to this Agreement to comply with its funding requirements. The Parties agree to consider any such request in good faith.

12.0 PERMITS

12.1 Permits and Licenses. Sound Transit, at its sole cost and expense, shall (i) secure and maintain in effect, all federal, state and local permits and licenses required for the construction, operation and maintenance of the Light Rail Transit System, including, without limitation, crossing, zoning, building, health, environmental, and communication permits and licenses, and (ii) indemnify the City against payment of the costs thereof and against any fines or penalties that may be levied for failure to procure, or to comply with, such permits or licenses, as well as any remedial costs incurred by the City in curing any such failures.

12.2 City Shall Not Hinder. The City shall not hinder Sound Transit's attempts to secure, obtain, and maintain, at Sound Transit's sole cost and expense, any permits, licenses or approvals of other governmental agencies or authorities, or of any necessary Third Parties, for the use of any structures or facilities (including streets, roads or utility poles).

13.0 ENTRY NOTICE

- 13.1 Access. Sound Transit, its employees and agents shall have access to the Public Right-of-Way in connection with Sound Transit's construction, operation, and maintenance of the Light Rail Transit System as is reasonably necessary in accordance with this Agreement; provided, however, except to the extent expressly provided in this Agreement, this right of access shall not be deemed to require the City to take any actions or expend any funds to enable such persons to exercise such rights of access, and provided further that such access may not unreasonably interfere with or disrupt, other than in ways approved in writing in advance by the City, the use of the Light Rail Transit Way by the City or Third Parties in and along the Light Rail Transit Way.
- 13.2 Notice Prior to Initial Entry. During construction, Sound Transit shall provide the City at least 48 hours' advance written notice as provided in a construction schedule to be reviewed and approved by Sound Transit and the City before initial entry upon any portion of the Public Right-of-Way for construction purposes.
- 13.3 Entry after Construction. After the completion of construction of the TFR Project, no further construction, maintenance, or repairs shall be undertaken in the Public Right-of-Way without first obtaining all necessary permits pursuant to TMC Title 11 or otherwise, except in cases of Emergency. In any such Emergency, Sound Transit shall apply for a permit within 24 hours of actual notice of such Emergency.
- 13.4 City Access to Light Rail Transit Facilities. In order to maintain safe and efficient operations of the Light Rail Transit Facilities, in consultation with the City, Sound Transit and the City shall jointly develop standard operating procedures for the City's entry and access to Light Rail Transit Facilities.

14.0 OPERATION, MAINTENANCE, AND REPAIR IN STREETS AND RIGHTS OF WAY

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

- 14.2 Responsibility for Equipment. The City shall have no responsibility for inspecting, maintaining, servicing or repairing any trains or other equipment used by Sound Transit as part of the Light Rail Transit System, but all such equipment shall at all times comply with applicable federal, state, and local governmental requirements.
- 14.3 Prompt Repair. Sound Transit shall promptly repair any and all Public Right-of-Way, public property, or private property that is disturbed or damaged during the operation, maintenance, or repair of its Light Rail Transit System. Public property and Public Right-of-Way must be restored to the same condition as before the disturbance or damage occurred.
- 14.4 Imminent Danger. In the event of an Emergency, or where the Light Rail Transit System creates, or is contributing to, an imminent danger to health, safety, or property that Sound Transit is unable to immediately address, the City may protect, support, temporarily disconnect, remove, or relocate any or all parts of the Light Rail Transit System without prior notice, and Sound Transit shall pay to the City the cost of any such action undertaken by the City. The City shall provide notice of such danger as soon as possible thereafter, taking into consideration the nature and complexity of the Emergency or other imminent danger.

15.0 FACILITY LOCATION SIGNS

- 15.1 Sound Transit, at its sole cost, expense and risk, shall furnish, erect and thereafter maintain signs showing the location of all Sound Transit facilities. Signs shall be in conformance with applicable requirements of TMC Title 19.

16.0 LIABILITY, INDEMNIFICATION

- 16.1 Sound Transit hereby agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses (including, without limitation, reasonable attorneys' fees) paid by the City and arising or growing out of or in connection with or resulting from, either directly or indirectly, the construction, maintenance, operation, repair, removal, occupancy, and use of the Light Rail Transit System in the Light Rail Transit Way by Sound Transit, unless such claims arise from the sole or partial negligence, actions or inaction of the City, its employees, servants, agents, contractors, subcontractors or persons using the Light Rail Transit System with permission of the City.
- 16.2 The City shall give Sound Transit prompt notice of any claims of which it is aware. Sound Transit shall promptly assume responsibility for the claim or undertake the defense of any litigation on behalf of the City. The City shall cooperate fully with Sound Transit in the defense of any claim. The City shall

not settle any claim without the prior written consent of Sound Transit, which consent shall not be unreasonably withheld.

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

17.0 INSURANCE

- 17.1 Sound Transit shall maintain, throughout the term of this Agreement and for six years after its termination, insurance adequate to protect the City against claims that may arise as a result of the construction, operation, or maintenance of the Light Rail Transit System in the Light Rail Transit Way, including, without limitation: (i) comprehensive general liability insurance; (ii) property damage liability insurance (including coverage for explosion, collapse, and instability); (iii) workers' compensation insurance (to the extent required by law); (iv) employer's liability insurance; and (v) comprehensive auto liability coverage (including owned, hired, and non-owned vehicles).
- 17.2 Sound Transit shall carry such insurance with responsible insurers or self-insure or participate in an insurance pool or pools at levels of coverage or with reserves adequate, in the reasonable judgment of Sound Transit, to protect Sound Transit and the City against loss, and as are ordinarily carried by municipal or privately owned entities engaged in the operation of systems comparable to the Light Rail Transit System.
- 17.3 Sound Transit shall file with the City's Risk Manager Certificates of Insurance reflecting evidence of the required insurance and naming the City as an additional insured where appropriate. The certificates shall contain a provision that coverage shall not be canceled until at least 30 days' prior written notice has been given to the City.
- 17.4 If Sound Transit fails to maintain the required insurance, the City may order Sound Transit to stop operating the Light Rail Transit System in the Light Rail Transit Way until the required insurance is obtained.

18.0 LIENS

- 18.1 The Light Rail Transit Way and Light Rail Transit Facilities are not subject to a claim of lien. In the event that any City property becomes subject to any claims for mechanics', artisans' or materialmen's liens, or other encumbrances chargeable to or through Sound Transit that Sound Transit does not contest in good faith, Sound Transit shall promptly, and in any event within thirty (30) days, cause such lien claim or encumbrance to be discharged or released of record (by payment, posting of bond, court deposit or other means), without cost to the City, and shall indemnify the City against all costs and expenses (including attorneys' fees) incurred in discharging and releasing such claim of lien or encumbrance. If any such claim or encumbrance is not so discharged and released, the City may pay or secure the release or discharge thereof at the expense of Sound Transit after first giving Sound Transit five (5) business days' advance notice of its intention to do so. The City shall use its reasonable best efforts to keep Sound Transit's facilities free of all liens that may adversely affect the Light Rail Transit System.
- 18.2 Nothing herein shall preclude Sound Transit's or the City's contest of a claim for lien or other encumbrance chargeable to or through Sound Transit or the City, or of a contract or action upon which the same arose.
- 18.3 Nothing in this Agreement shall be deemed to give, and the City hereby expressly waives, any claim of ownership in and to any part or the whole of the Light Rail Transit Facilities except as may be otherwise provided herein.

19.0 TERM; TERMINATION

- 19.1 This Agreement shall be effective as of the date the last party signs and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for so long as the Light Rail Transit Way is used for public transportation purposes.
- 19.2 Upon termination of this Agreement, Sound Transit agrees to prepare, execute and deliver to the City all documentation necessary to evidence termination of this Agreement or portion thereof so terminated. No such termination, however, shall relieve the Parties hereto of obligations accrued and unsatisfied at such termination.
- 19.3 Upon the cessation of use of the Light Rail Transit Way for the Light Rail Transit System, to the extent any portion of it remaining in the Public Right-of-Way or on any other public property is not removed by Sound Transit, the City, as expressed by ordinance, may deem it abandoned and it shall become the property of the City. If the City does not desire such ownership, Sound Transit shall remove any remaining portion of the Light Rail System.

19.4 Sound Transit shall file a written removal plan with the City not later than sixty (60) calendar days following the date of the receipt of any orders directing removal, or any consent to removal, describing the work that will be performed, the manner in which it will be performed, and a schedule for removal by location. The removal plan shall be subject to approval and regulation by the City. The affected property shall be restored to as good or better condition than existed immediately prior to removal.

20.0 REMEDIES; ENFORCEMENT

20.1 Remedies. The Parties reserve the right to exercise any and all of the following remedies, singly or in combination, in the event the other violates any provision of this Agreement:

- (a) Commencing an action at law for monetary damages;
- (b) Commencing an action for equitable or other relief; and
- (c) Seeking specific performance of any provision that reasonably lends itself to such remedy.

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

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

21.0 COVENANTS AND WARRANTIES

21.1 By execution of this Agreement, the City warrants:

- (a) That the City has the full right and authority to enter into and perform this Agreement and any permits that may be granted in accordance with the terms hereof, and that by entering into or performing this Agreement the City is not in violation of its charter or by-laws, or any law, regulation or agreement by which it is bound or to which it is bound or to which it is subject; and

- (b) That the execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite corporate action, that the signatories for the City hereto are authorized to sign this Agreement, and that, upon approval by the City, the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

21.2 By execution of this Agreement, Sound Transit warrants:

- (a) That Sound Transit has full right and authority to enter into and perform this Agreement in accordance with the terms hereof, and by entering into or performing under this Agreement, Sound Transit is not in violation of any of its agency governance rules, or any law, regulation or agreement by which it is bound or to which it is subject; and
- (b) That the execution, delivery and performance of this Agreement by Sound Transit has been duly authorized by all requisite Board action, that the signatories for Sound Transit hereto are authorized to sign this Agreement, and that the joinder or consent of any other party, including a court or trustee or referee, is not necessary to make valid and effective the execution, delivery and performance of this Agreement.

22.0 RECORDINGS, TAXES AND OTHER CHARGES

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

22.2 The City may pay any tax, levy, excise, assessment or charge, plus any penalty and/or interest thereon, imposed upon Sound Transit for which Sound Transit is

obligated pursuant to this Section if Sound Transit does not pay such tax, levy, excise, assessment, or charge when due. Sound Transit shall reimburse the City for any such payment made pursuant to the previous sentence, plus interest at the prime rate per annum, as published in the Wall Street Journal.

23.0 ASSIGNABILITY; BENEFICIARY

- 23.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assignees. No assignment hereof or sublease shall be valid for any purpose without the prior written consent of the other party, and any attempt by one party to assign or license the rights or obligations hereunder without prior written consent will give the other party the right, at its written election, immediately to terminate this Agreement or take any other lesser action with respect thereto. The above requirement for consent shall not apply to (i) any disposition of all or substantially all of the assets of a party, (ii) any governmental entity merger, consolidation, or reorganization, whether voluntary or involuntary, (iii) a sublease or assignment of this Agreement (in whole or in part) to a governmental entity, or (iv) a sale, lease, or other conveyance subject to those requirements set forth in this Agreement; provided, however, that no sublease or assignment under (ii) or (iii) shall be permitted to a governmental entity not operating, constructing or maintaining a Light Rail Transit System on behalf of Sound Transit, and provided further that no unconsented assignment shall relieve Sound Transit of its obligations and liabilities under this Agreement.
- 23.2 Either party hereto may assign any monetary receivables due them under this Agreement; provided, however, such assignment shall not relieve the assignor of any of its rights or obligations under this Agreement.
- 23.3 Sound Transit acknowledges and agrees that the City may designate, in writing, a designee to (i) receive information (including information designated or identified as confidential) and notices under this Agreement, and (ii) provide certain approvals or consents required from the City under this Agreement. In the event of such designation, Sound Transit may rely on approvals or consents by such designee on behalf of the City as fully as if such actions were performed by the designator itself.
- 23.4 Neither this Agreement nor any term or provision hereof, or any inclusion by reference, shall be construed as being for the benefit of any party not a signatory hereto.

24.0 DESIGNATED REPRESENTATIVES

24.1 Responsibilities. To promote effective intergovernmental cooperation and efficiencies, the Parties each designate a representative (“Designated Representative”) who shall be responsible for coordination of communications between the Parties and shall act as the point of contact for each party. The Designated Representatives shall be responsible for the performance of the objectives of this Agreement.

24.2 Coordination. Each Designated Representative is also responsible for coordinating the input and work of its agency, consultants, and staff as it relates to the objectives of this Agreement. The Parties reserve the right to change Designated Representatives, by written notice to the other party during the term of this Agreement. Each party’s Designated Representative is named below with the individual’s contact information.

24.3 Designated Representatives and Contact Information.

Sound Transit	During Construction: Rod Kempkes, Project Manager Sound Transit Link Light Rail 401 South Jackson Seattle, Washington 98104-2826 206-398-5374 or Ian Hubbard, Resident Engineer
	During Operations: Charles Joseph, Operations Division Manager Sound Transit Link Light Rail 401 South Jackson Seattle, Washington 98104-2826 206-398-5200
City of Tukwila	During Construction: Brian Shelton, City Engineer, and Bob Benedicto, Building Official 6300 Southcenter Boulevard Tukwila, Washington 98188 206-433-1800
	During Operations: Brian Shelton, City Engineer 6300 Southcenter Boulevard Tukwila, Washington 98188 206-433-1800

- (a) Level One - Sound Transit's Project Manager or Resident Engineer or equivalent and the City's Planning Supervisor, Building Official, Fire Marshall or City Engineer shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.
 - (b) Level Two - Sound Transit's Director of Link Light Rail and the City's Community Development Director and/or Public Works Director shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) business days after referral of that dispute to Level Two, either party may refer the dispute to Level Three.
 - (c) Level Three - Sound Transit's Executive Director or Designee and the City Administrator or Designee shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 26.4 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within fourteen (14) calendar days after referral of that dispute to Level Three, the Parties are free to file suit or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.
- 26.5 In the event that the Parties choose to resolve its dispute through binding arbitration, the Parties agree to the following procedure:
- (a) Binding arbitration between the Parties pursuant to this Section shall be governed by the rules and procedures set forth in this Section.
 - (b) If the Parties to the dispute are unable to agree upon a single arbitrator within fourteen (14) calendar days of failure to resolve the dispute at the end of the Level Three process, then a board of three arbitrators shall be appointed by the American Arbitration Association ("AAA") in compliance with the Rule of Appointment of Neutral Arbitrator. Any arbitrator appointed by AAA under this Subsection shall possess knowledge of the particular matters at issue in the arbitration.
 - (c) Upon selection of the arbitrator(s), said arbitrator(s) shall determine the question(s) raised within fourteen (14) calendar days, unless a different period of time is otherwise agreed upon by the Parties in writing. Said arbitrator(s) shall then give both parties reasonable notice of the time (which time shall be within thirty (30) calendar days of the Arbitrator(s)' determination of the questions raised, unless a different period of time is

otherwise agreed upon by the Parties), and place of hearing evidence and argument; take such evidence as the arbitrator(s) deems relevant, with witnesses required to be sworn; and hear arguments of counsel or others.

- (d) After consideration of all evidence, testimony and arguments, said single arbitrator or said board of arbitrators or a majority thereof shall, within thirty (30) days of completion of the hearing, promptly state such decision or award in writing. Said decision or award shall be final, binding, and conclusive on all parties to the arbitration when delivered to them, except as provided in Subsection 26.5(f) and 26.5(g). Until the arbitrator(s) issue the first decision or award upon any question submitted for the arbitration, performance under the Agreement shall continue in the manner and form existing prior to the rise of such question. After delivery of said first decision or award, each party shall forthwith comply with said first decision or award immediately after receiving it.
- (e) Sound Transit and the City shall share equally the compensation, costs, and expenses of the arbitrators, but each shall be responsible for their own fees and expenses of its own witnesses, exhibits, and counsel. The compensation, costs and expenses of the single arbitrator or the additional arbitrator in the board of arbitrators shall be paid in equal shares by Sound Transit and the City.
- (f) The arbitrator(s) shall have the authority to enter awards of equitable remedies consistent with the obligations of the City and Sound Transit under this Agreement.
- (g) The arbitrator(s) shall not have the authority to enter any award, the satisfaction of which by the party to be bound, would be impermissible under any law, regulation, or funding agreement to which the bound party is subject. The determination of any such impermissibility shall be made by a court of competent jurisdiction within the State of Washington and under the laws of the State of Washington. Any such determination shall be appealable.

27.0 DEFAULT

- 27.1 No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) calendar days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is such that it cannot be reasonably cured within the thirty (30) day period, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation damages, specific performance or writs to compel performance or require action

consistent with this Agreement. The prevailing party (or the substantially prevailing party if no one party prevails entirely) shall be entitled to reasonable attorneys' fees and costs.

28.0 GENERAL PROVISIONS

- 28.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. The City and Sound Transit agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement.
- 28.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 28.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.
- 28.4 A Memorandum of this Agreement shall be recorded against the property legally described in Exhibit "C."
- 28.5 Time is of the essence in every provision of this Agreement. Unless otherwise set forth in this Agreement, the reference to "days" shall mean calendar days. If any time for action occurs on a weekend or legal holiday, then the time period shall be extended automatically to the next business day.
- 28.6 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 28.7 This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law including the requirements of RCW 36.70A.200.
- 28.8 Each Party shall be responsible for its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 28.9 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slow downs, or power outages exceeding back-up power supplies. This Agreement shall not be

revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of both parties' employees or property, or the health, safety, and integrity of the public, Public Right-of-Way, public property, or private property.

28.10 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. No failure to exercise and no delay in exercising, on the part of any party hereto, any rights, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein.

28.11 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters hereof, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.

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

28.13 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

28.14 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

29.0 SEVERABILITY

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

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement by having its authorized representative affix his/her name in the appropriate space below:

CENTRAL PUGET REGIONAL TRANSIT
AUTHORITY (SOUND TRANSIT)

THE CITY OF TUKWILA

By: _____
Joan M. Earl, Chief Executive Officer

By: _____
Steven Mullet, Mayor

Date: _____

Date: _____

Authorized by Ordinance _____

Approved as to form:

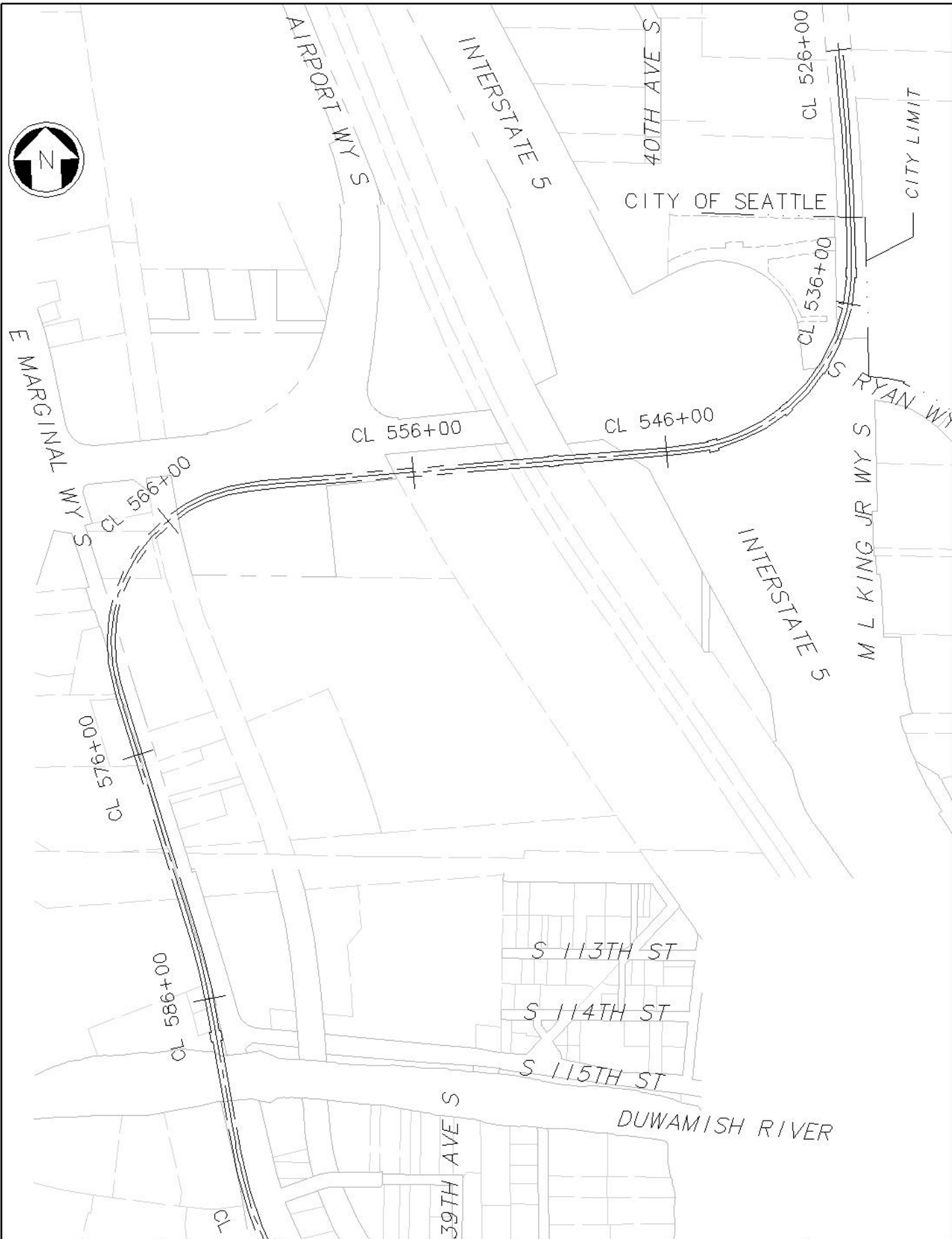
By: _____
Stephen G. Sheehy, Legal Counsel

By: _____
Michael R. Kenyon, City Attorney

Exhibit A

General Description of Light Rail Transit Way

(Attached Maps)



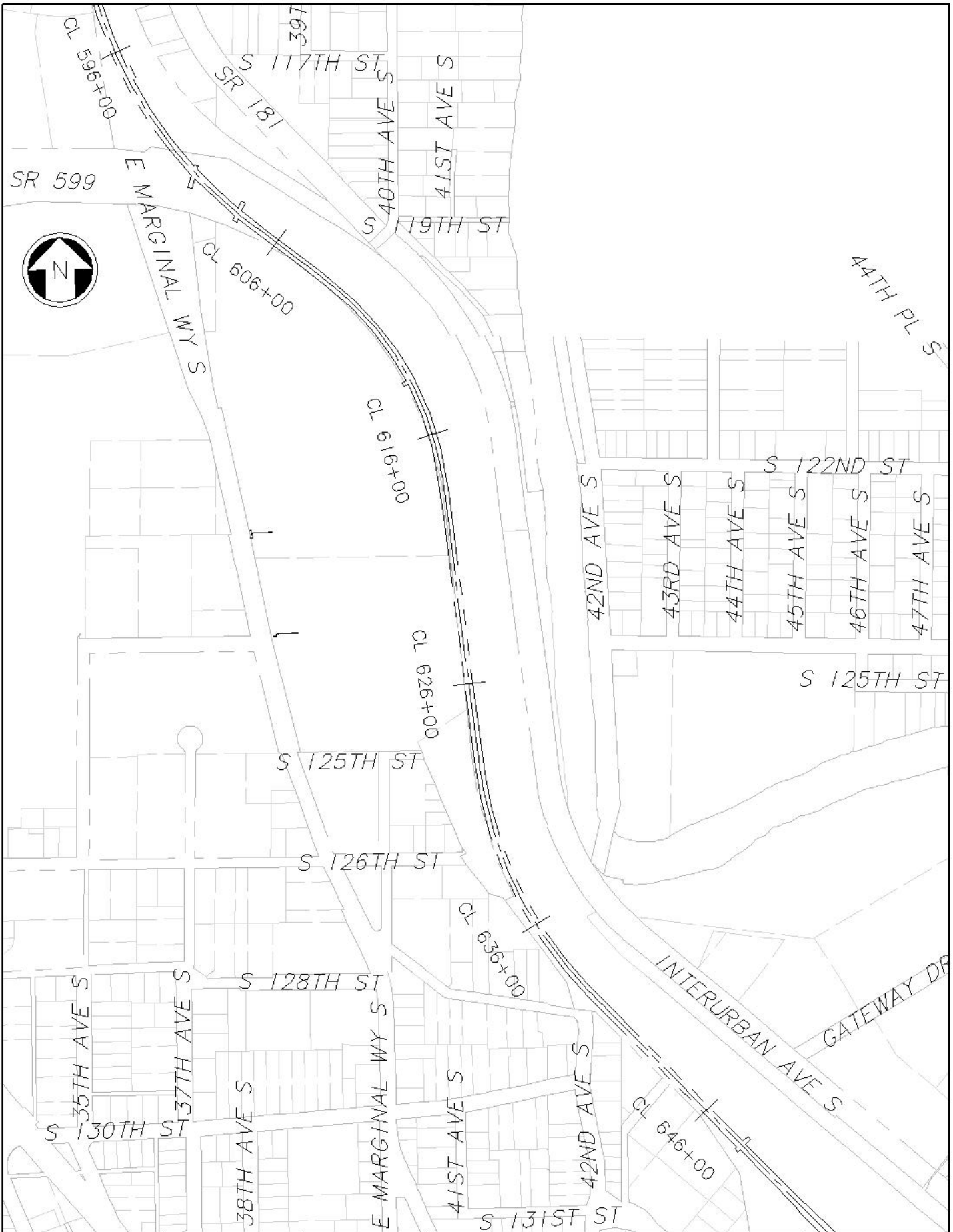
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SOUND TRANSIT
 CITY OF TUKWILA

TUKWILA
 FREEWAY ROUTE

Drawing No.: 1 OF 5
 Sheet No.: Rev.:

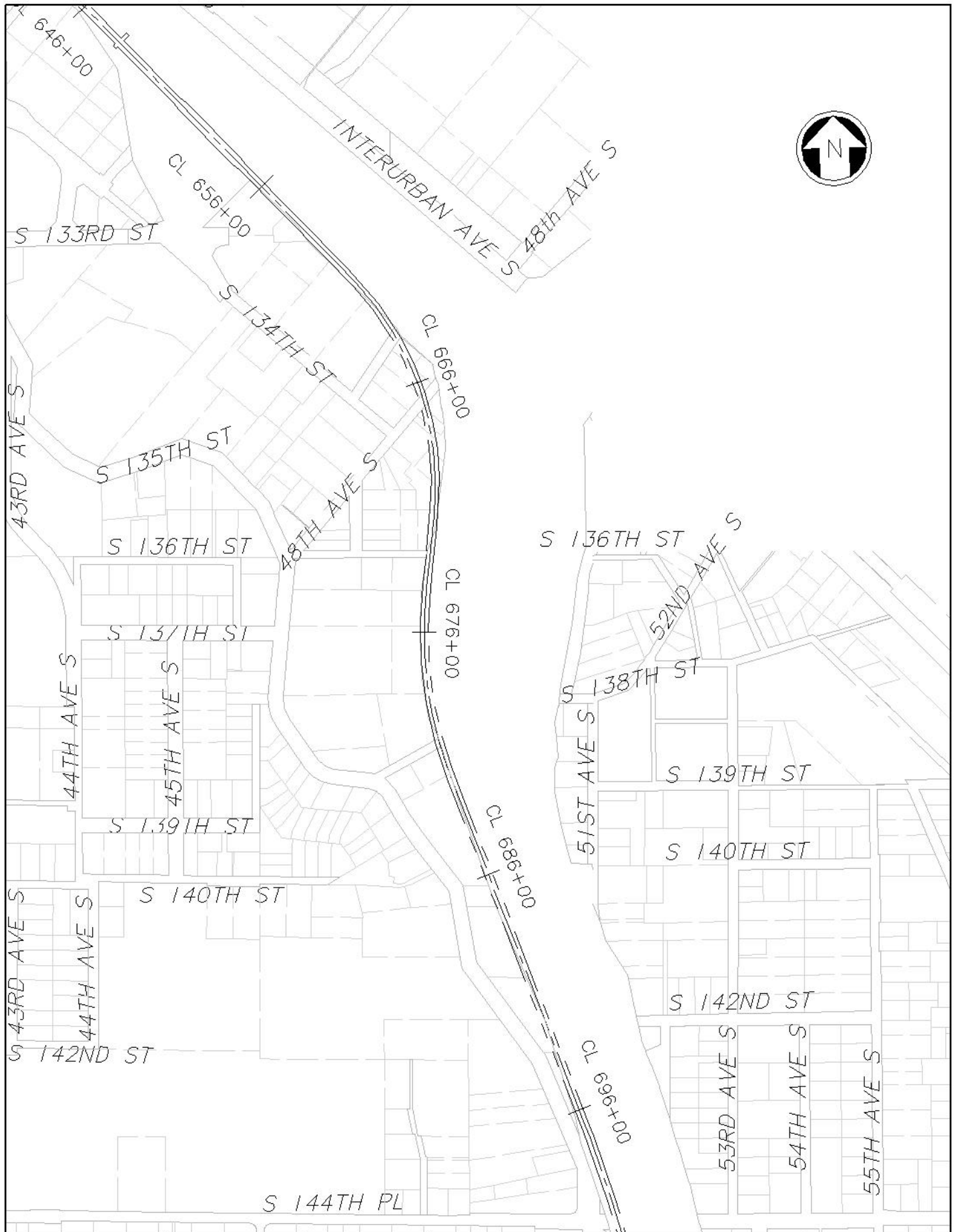
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SOUND TRANSIT
 CITY OF TUKWILA
 TUKWILA
 FREEWAY ROUTE

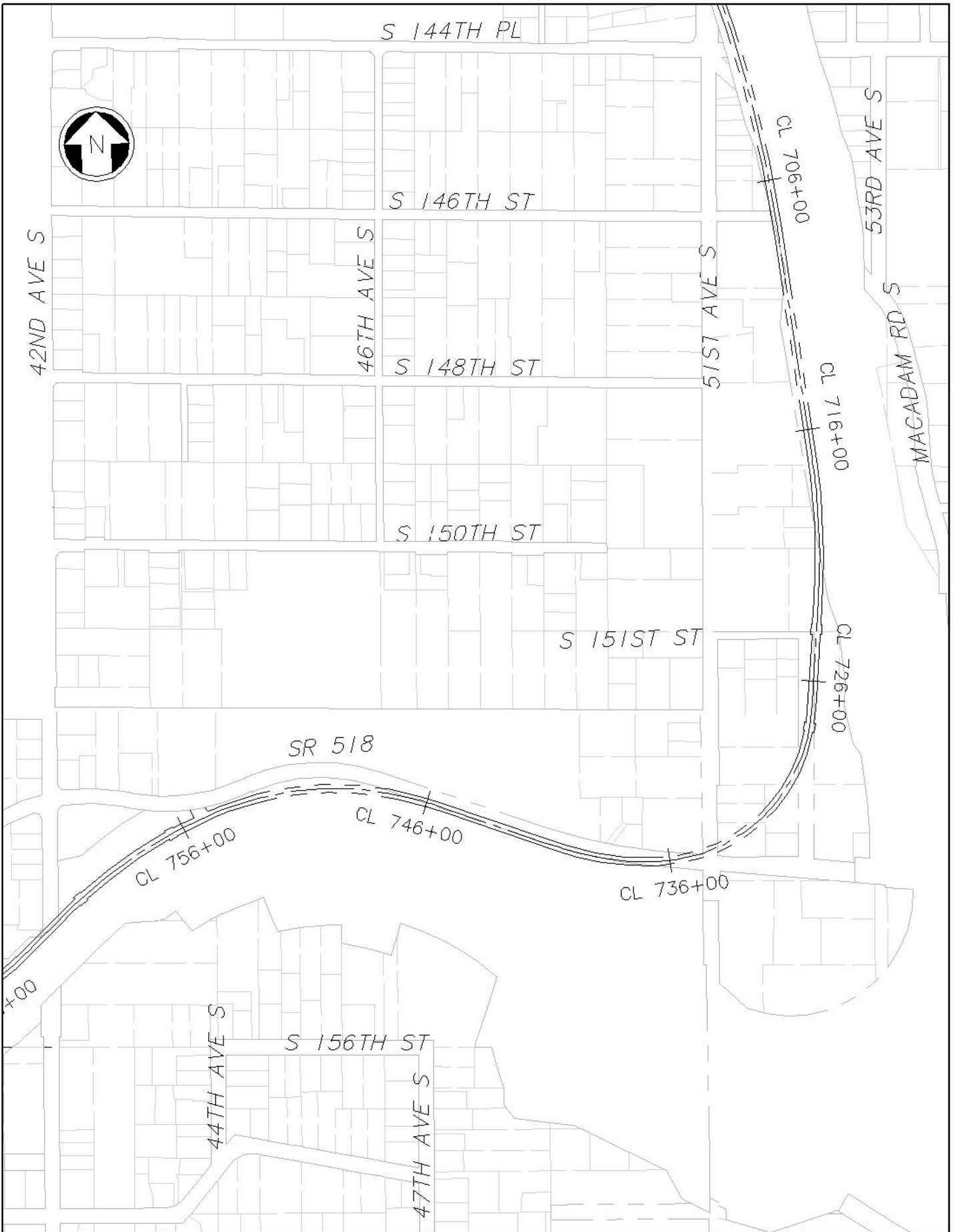
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SOUND TRANSIT
 CITY OF TUKWILA
 TUKWILA
 FREEWAY ROUTE

Drawing No.: 3 OF 5
 Sheet No.: Rev.:



Scale: 1"=500'
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 Date: 08/10/04

SOUND TRANSIT
 CITY OF TUKWILA
 TUKWILA
 FREEWAY ROUTE

Drawing No.: 4 OF 5
 Sheet No.: Rev.:



Scale: 1"=500'
Filename: 757ROW811-2.dwg
Date: 08/10/04

SOUND TRANSIT
CITY OF TUKWILA
TUKWILA
FREeway ROUTE

Drawing No.: 5 OF 5
Sheet No.: Rev.:

Exhibit B

TFR Project Street Vacations

- 1) 35th Avenue S. for S. 154th St. Station**
- 2) 48th Avenue S. for aerial trackway**
- 3) 47th Avenue S. for aerial trackway**
- 4) 49th Avenue S. for aerial trackway**
- 5) S. 138th St. for aerial trackway**
- 6) S. 146th St. for aerial trackway, retaining wall and access to detention pond –**

Exhibit C

Legal Description for TFR Project

The TFR Project is comprised of the property commonly known as that depicted on Exhibit A. A complete legal description of the TFR Project property is located in the City's project file.