

**SOUND TRANSIT  
STAFF REPORT**

**MOTION NO. M2006-14**

**Cooperative Agreement with WSDOT for Operation and Maintenance  
of the Regional Express South Everett Freeway Station/112th SE Project**

Meeting:	Date:	Type of Action:	Staff Contact:	Phone:
Finance Committee	6/1/06	Discussion/Possible Action to Recommend Board Approval	Jim Edwards, Deputy Director, Capital Projects	(206) 398-5436
			Christine Engler, Program Manager	(206) 398-5056
Board	6/8/06	Discussion/Possible Action	Hank Howard, Project Manager	(206) 398-5078
			<b>Don Vogt, Sr. Real Estate Representative</b>	(206) 689-3396

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

✓ Applicable to proposed transaction.

**PROJECT NAME:**

South Everett Freeway Station/112th SE Project

**PROPOSED ACTION**

Authorizes the Chief Executive Officer to execute a 40-year cooperative agreement with the Washington State Department of Transportation for the operation and maintenance of certain Sound Transit funded improvements for the Regional Express South Everett Freeway Station/112th SE Project.

**KEY FEATURES of the PROPOSED AGREEMENT**

- The cooperative agreement allows Sound Transit to use property owned by the Washington State Department of Transportation (WSDOT) for a 40-year term for improvements funded by Sound Transit, including a park-and-ride lot and associated access to 112th Street SE and to HOV access ramps connecting directly to the HOV lanes on I-5.
- The Sound Transit funded improvements on the property, except for the transit-only improvements, have been determined by the State to be highway purpose improvements. Sound Transit will receive land bank credits for the cost of planning, design, and construction of these improvements.
- In return for the use of the area covered by the cooperative agreement, Sound Transit will provide maintenance services for the park-and-ride lot during the term of the agreement.

- Before terminating the agreement, WSDOT must make every reasonable attempt to plan and design any future highway project that may affect the transit use of the park-and-ride lot in such a manner that will not unreasonably interfere with the use of the park-and-ride lot.

### **RELATED ACTIONS**

Concurrent with the cooperative agreement, Sound Transit and WSDOT plan to enter into an airspace lease allowing the operation and maintenance of that portion of the project devoted to transit-only improvements at the South Everett Freeway Station - including passenger shelters, platforms, transit-related directional signage and a bus way. This will enable Sound Transit to operate and provide transit services from the South Everett Freeway Station. Board action is not required for the airspace lease, as the Board has delegated authority to the Chief Executive Officer to execute those agreements in Motion No. M2003-113.

### **BUDGET IMPACT SUMMARY**

There is no action outside of the Board-adopted budget; there are no contingency funds required, no subarea impacts, or funding required from other parties other than what is already assumed in the financial plan.

### **BUDGET and FINANCIAL PLAN DISCUSSION**

The purpose of this action is to execute a cooperative agreement with WSDOT for the operation and maintenance of the South Everett Freeway Station/112th SE project. This project will include approximately 400 parking spaces, the connection between 112th Street SE and the park-and-ride lot, landscaping and irrigation, and storm drainage collection and treatment system. Although this action is related to the South Everett Freeway Station/112th SE capital project (#319), this action requires no funds from the capital budget for this project. The current schedule anticipates that this project will be placed into service in 2008, at which time the operation and maintenance costs will begin. Funding for operations and maintenance costs will be included in the proposed 2008 budget.

Funding for these costs are included within the agency's finance plan within the Snohomish County subarea. There are sufficient funds to complete this action. Committing these funds will not endanger any other program elements that are to be funded out of the Snohomish County subarea.

### **BUDGET TABLE**

Not applicable for this action.

### **M/W/DBE – Small Business Participation**

Not applicable for this action.

### **PROJECT DESCRIPTION and BACKGROUND for PROPOSED ACTION**

The South Everett Freeway Station/112th SE project will provide a park-and-ride lot with approximately 400 stalls and direct access to the HOV lanes on I-5 at 112th Street SE in South Everett near Silver Lake. The park-and-ride lot will be located in the median of I-5.

The proposed cooperative agreement between Sound Transit and the Washington State Department of Transportation (WSDOT) is for a 40-year term. Under the terms of the agreement, Sound Transit will fund improvements on the property and maintain the freeway station, in exchange for use of the property, which is owned by WSDOT.

The terms of the agreement are consistent with the environmental documentation prepared for this project and with determinations issued under federal and state environmental laws. SEPA documentation, including preparation of a SEPA Environmental Checklist, was completed in December 2004. A Determination of Nonsignificance was issued by Sound Transit and WSDOT on December 14, 2004.

Environmental documentation under the National Environmental Policy Act (NEPA) is complete. A NEPA Environmental Assessment (EA) was issued by Sound Transit, WSDOT, and the Federal Highway Administration (FHWA) in October 2005. Sound Transit and WSDOT conducted an open house and Environmental Hearing on November 1, 2005. Based on the EA, FHWA and the Federal Transit Administration issued a Finding of No Significant Impact on March 21, 2006.

The Access Point Decision Report has been approved as part of the environmental documentation and approval process. This report is required to make changes to freeway system access.

#### **Prior Board or Committee Actions and Relevant Board Policies**

<b>Motion or Resolution Number</b>	<b>Summary of Action</b>	<b>Date of Action</b>
R2005-44	Amended the Adopted 2005 Budget for the South Everett Freeway Station Project from \$26.075 million to \$30.275 million to reflect a budget transfer from the Regional Express Snohomish County Reserve in the amount of \$4.2M.	1/27/05
M2005-03	Authorized Agreement GCA 3536 Task Order #11 with WSDOT for final design services in the amount of \$3,425,392, pending a Board authorized budget transfer of \$4.2 million from the Snohomish County Program Reserve.	1/20/05
M2004-58	Authorized an amendment to the existing PE/ED agreement with WSDOT to provide additional analysis to complete the environmental documentation phase of the project and to revise the preliminary engineering to reflect design changes.	6/3/04
M2004-44	Directed staff to continue advancing the South Everett Freeway Station/112th SE project and resolve the funding shortfall following completion of PE/ED, final design and further negotiations with the City of Everett and WSDOT.	5/27/04
M2003-47	Authorized a supplemental agreement with WSDOT for the completion of the PE/ED phase of the South Everett Freeway Station and Direct Access Project.	5/15/03
M2003-113	Authorized the Chief Executive Officer to execute the Restated Landbank Agreement and execute airspace leases under the Agreement.	11/13/03
M99-53	Authorized a contract with WSDOT for the PE/ED phase for the South Everett Park-and-Ride Lot and Direct Access Project.	8/5/99
M99-52	Authorized a contract with Entranco for the PE/ED phase for the South Everett Park-and-Ride Lot and Direct Access Project.	8/5/99

### **CONSEQUENCES OF DELAY**

WSDOT requires that execution of this agreement prior to the opening of construction bids on June 28, 2006 for the South Everett Freeway Station/112th Street SE project. Construction is expected to begin summer 2006.

### **PUBLIC INVOLVEMENT**

The first open house for the project was held on January 27, 2000 to review and discuss the conceptual design and obtain comments from the public on the overall project concept. The comments received at this meeting were generally supportive of the proposed project.

A second open house was held on August 5, 2004 to update the public on the project. The presentation focused on the changes since the initial open house. The community members who attended the meeting were supportive of the project.

On November 1, 2005, an environmental hearing provided the public an opportunity to comment on and discuss the project in connection with the issuance of the environmental assessment.

### **ENVIRONMENTAL COMPLIANCE**

SK 5/18/06

### **LEGAL REVIEW**

BN 5/18/06

## **SOUND TRANSIT**

### **MOTION NO. M2006-14**

A motion of the Board of the Central Puget Sound Regional Transit Authority authorizing the Chief Executive Officer to execute a 40-year cooperative agreement with the Washington State Department of Transportation for the operation and maintenance of certain Sound Transit funded improvements for the Regional Express South Everett Freeway Station/112th SE Project.

#### **Background:**

The South Everett Freeway Station/112th SE project will provide a 400-stall (approximate) park-and-ride lot and direct transit and HOV access to I-5 at 112th Street SE in South Everett near Silver Lake. The park-and-ride lot will be located in the median of I-5.

The proposed cooperative agreement between Sound Transit and the Washington State Department of Transportation (WSDOT) is for a 40-year term. Under the terms of the agreement, Sound Transit will fund improvements on the property and maintain the freeway station, in exchange for use of the property, which is owned by WSDOT.

The Sound Transit funded improvements on the property, except for the transit-only improvements, have been determined by the State to be highway purpose improvements. Sound Transit will receive land bank credits for the cost of planning, design, and construction of these improvements.

The terms of the agreement are also consistent with the environmental documentation prepared for this project and with determinations issued under federal and state environmental laws. SEPA documentation, including preparation of a SEPA Environmental Checklist, was completed in December 2004. A Determination of Nonsignificance (DNS) was issued by Sound Transit and WSDOT on December 14, 2004.

Environmental documentation under the National Environmental Policy Act (NEPA) is complete. A NEPA Environmental Assessment (EA) was issued by Sound Transit, WSDOT, and the Federal Highway Administration (FHWA) in October 2005. Sound Transit and WSDOT conducted an open house and Environmental Hearing on November 1, 2005. Based on the EA, FHWA and the Federal Transit Administration (FTA) issued a Finding of No Significant Impact (FONSI) on March 21, 2006.

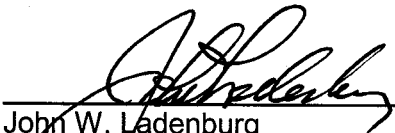
The Access Point Decision Report has been approved.

The construction was advertised for bid on May 1, 2006. Construction is anticipated to begin in summer 2006.


#### **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 40-year cooperative agreement with the Washington State Department of Transportation for the operation and maintenance of a portion of the improvements for the Regional Express South Everett Freeway Station/112th SE project in Everett, Washington.

APPROVED by the Board of the Central Puget Sound Regional Transit Authority at a regular meeting thereof held on June 8, 2006.

  
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John W. Ladenburg  
Board Chair

ATTEST:

  
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Marcia Walker  
Board Administrator

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## COOPERATIVE AGREEMENT

### Operation and Maintenance of the South Everett Freeway Station Park and Ride Lot

THIS COOPERATIVE AGREEMENT (hereinafter Agreement) for the operation and maintenance of a park and ride lot as part of the South Everett Freeway Station in Everett, Washington is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (hereinafter WSDOT), and CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority, (hereinafter TENANT or SOUND TRANSIT).

#### RECITALS

WHEREAS, SOUND TRANSIT provides high capacity transportation facilities within its district boundaries in Snohomish, King and Pierce Counties, and Sound Transit's construction and operation of the South Everett Freeway Station is authorized pursuant to *Sound Move*, its regional transportation plan; and

WHEREAS, pursuant to a task order in effect or under a construction agreement entered into by the parties SOUND TRANSIT has funded construction of a park and ride lot and the connection to 112<sup>th</sup> Street commonly known as the South Everett Freeway Station located on WSDOT limited access right of way in the center median of the north and south bound lanes of Interstate 5 (I-5) in the vicinity of I-5 MP 187.10 to MP 189.21 at Everett, Washington (both the park and ride lot and the connection to 112<sup>th</sup> Street will hereinafter be referred to as the "Park and Ride Lot"); and

WHEREAS, WSDOT and SOUND TRANSIT are entering concurrently into an Airspace Lease for the South Everett Freeway Station - Bus Improvements and Transit Amenities, dated June 19, 2006, 2006 ("S. Everett Freeway Station Airspace Lease") which will cover the real property and transit related improvements at South Everett Freeway Station located in the center of the Park and Ride Lot ; and

WHEREAS, the Park and Ride Lot improvements funded by TENANT will be owned by WSDOT; and

1 WHEREAS, SOUND TRANSIT will operate and maintain the Park and Ride Lot under  
2 this Agreement in conjunction with the operation and maintenance of the transit improvements  
3 under the S. Everett Freeway Station Airspace Lease; and

4 WHEREAS, all the improvements including, the Park and Ride Lot under this  
5 Agreement, the bus facilities under the S. Everett Freeway Station Airspace Lease, the related  
6 improvements to 112<sup>th</sup> Street, and the HOV direct access ramps, will be referred to as the "South  
7 Everett Freeway Station" and operated as an integrated facility; and

8 WHEREAS, the Park and Ride Lot is located on real property owned in fee by WSDOT  
9 and which was acquired with WSDOT motor vehicle funds; and

10 WHEREAS, the Park and Ride Lot consists of approximately 400 stalls, and is connected  
11 to the Everett street system via 112<sup>th</sup> Street S.E. and to the freeway system by HOV direct access  
12 ramps; and

13 WHEREAS, SOUND TRANSIT agrees to operate and maintain the Park and Ride Lot  
14 and perform non structural maintenance of the connection between 112th Street and the Park and  
15 Ride Lot in exchange for the right to operate transit services; and

16 WHEREAS, WSDOT, and TENANT are authorized to enter into this Agreement  
17 pursuant to RCW 47.28.140.

18 NOW, THEREFORE, in consideration of the terms, conditions, covenants and  
19 performances contained herein, IT IS MUTUALLY AGREED THAT:

20 1. PREMISES.

21 A. The Premises covered by this Agreement is legally described on Exhibit A,  
22 attached hereto and by this reference incorporated herein, and further shown in the shaded areas  
23 designated "ST Responsibility" on Exhibit B, attached hereto and by this reference incorporated  
24 herein (hereinafter Premises).

25 B. TENANT has examined the Premises and accepts it in its present condition as part  
26 of the consideration of this Agreement.

27 2. TERM. This Agreement shall be forty (40) years, commencing on  
28 June 19, 2006.  
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30 3. RENEWAL. This Agreement shall be effective during the term of the S. Everett Freeway  
31 Station Airspace Lease and shall be renewed at the same time the S. Everett Freeway Station  
32 Airspace Lease is renewed.



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2 **4. TERMINATION BY WSDOT.**

3 A. WSDOT may terminate this Agreement, in whole or in part, without penalty or  
4 further liability as follows:

5 (1) upon (30) days written notice to TENANT, if TENANT defaults, and  
6 fails to cure such default within that thirty (30) day period, or such longer period, as may be  
7 determined by WSDOT in its sole judgment, if TENANT is diligently working to cure the  
8 default;

9 (2) upon three hundred sixty-five (365) days written notice, unless an  
10 emergency exists, then immediately, if WSDOT determines that it is in the best interest of the  
11 State of Washington to terminate this Agreement; and provided that prior to the non-emergency  
12 termination of all or a portion of TENANT's use of the Park and Ride Lot, WSDOT shall make  
13 every reasonable attempt to plan and design any highway project that may affect the transit use of  
14 the Park and Ride Lot in such a manner that such project will not unreasonably interfere with  
15 TENANT's authorized use of the Park and Ride Lot under this Agreement;

16 (3) immediately, upon written notice, if a receiver is appointed to take  
17 possession of TENANT's assets, TENANT makes a general assignment for the benefit of  
18 creditors, or TENANT becomes insolvent or takes or suffers under the Bankruptcy Act.

19 B. Waiver or acceptance of any default of the terms of this Agreement by WSDOT  
20 shall not operate as a release of TENANT's responsibility for any prior or subsequent default.

21 C. If TENANT defaults on any provision in this Agreement three (3) times within a  
22 twelve (12)-month period, then the third default shall be deemed "non-curable" and this  
23 Agreement may be terminated by WSDOT on thirty (30) days written notice.

24 **5. TERMINATION BY TENANT.** TENANT may terminate this Agreement, in whole  
25 or in part, without penalty or further liability as follows:

26 A. upon One Hundred Eighty (180) days prior written notice to WSDOT.

27 B. Immediately, upon written notice, if in TENANT's judgment the Park and  
28 Ride Lot is destroyed or damaged so as to substantially and adversely affect TENANT's  
29 authorized use of the Park and Ride Lot.

30 **6. CONSIDERATION.** In exchange for the use of the Premises, TENANT agrees to  
31 operate and maintain at its expense the Park and Ride Lot in conjunction with the provision of  
32 transit services to the South Everett Freeway Station, as described elsewhere herein, and

1 TENANT agrees to perform the maintenance services on the Premises, as provided by Sound  
2 Transit's Transit Facilities Maintenance Plan, its updates or amendments, which are incorporated  
3 herein by this reference.

4 **7. USE OF PREMISES.**

5 A. The Premises may be used by TENANT for all activities reasonably related to  
6 operations and maintenance of a Park and Ride Lot and access to from and between the Park and  
7 Ride lot and the adjacent transit facilities described in the South Everett Freeway Station  
8 Airspace Lease. No use other than operation and maintenance of a park and ride lot in  
9 conjunction with transit services as set forth in this Section 7 shall be permitted without the prior  
10 written approval of WSDOT.

11 B. TENANT shall have access to the Premises for pedestrians by way of the  
12 sidewalks along 112<sup>th</sup> Street SE, for bicycles by way of 112<sup>th</sup> Street SE, for non-HOV by way of  
13 112<sup>th</sup> Street SE, and for HOV transit, operations and maintenance vehicles and emergency  
14 vehicles by way of 112<sup>th</sup> Street SE, and the HOV access ramps, all as shown on **Exhibit B**.

15 C. In using the Premises, TENANT must comply with all policies and regulations  
16 heretofore adopted or hereafter promulgated by WSDOT relative to the location, operation, and  
17 maintenance of improvements located on the Premises.

18 D. In using the Premises, it is expressly agreed that TENANT must comply with all  
19 applicable federal, state, and local laws, ordinances, and regulations, including environmental  
20 requirements, that are in force or which may hereafter be in force and secure and maintain all  
21 necessary permits and licenses.

22 E. TENANT agrees to maintain approximately 400 park and ride parking spaces on  
23 the Premises, unless otherwise agreed to in writing by the parties.

24 F. Signs, display lights, or advertising media/materials are not permitted on the  
25 Premises except on transit buses, unless shown on a separate plan sheet, and must receive prior  
26 written WSDOT approval.

27 G. TENANT will not disturb markers installed by a WSDOT franchise/permit holder  
28 or lessee and will contact and provide notice to any franchise/permit holder or lessee and all  
29 owners of underground facilities prior to any excavation on the Premises. TENANT shall  
30 contact WSDOT and call the Underground Utility Locating Service, or its successor organization  
31 as part of its efforts to ascertain any and all owners of underground facilities and to locate the  
32 underground facility. TENANT shall not damage legally installed underground facilities.  
33 TENANT shall comply with all applicable provisions of Chapter 19.122 RCW relating to  
34 underground facilities. Excavation on the Premises is considered to be new construction subject  
35 to the terms and conditions set forth in section 12 herein.

1     **8.     MAINTENANCE.**

2             A.     TENANT agrees to maintain the Premises in accordance with the Sound Transit  
3     Transit Facilities Maintenance Plan, and any amendments thereto, which by this reference are  
4     incorporated herein. Maintenance shall also include snow and ice removal from the Premises.

5             B.     The fence around the edge of the Park and Ride Lot shall be maintained by  
6     TENANT. If any fence is damaged as a result of TENANT's activities, TENANT will promptly  
7     repair such damage at its cost to the WSDOT's satisfaction.

8             C.     WSDOT reserves the right to periodically observe and inspect the maintenance  
9     work conducted by TENANT on the Premises. WSDOT shall provide written notice to TENANT  
10    to include details of those elements or areas not in compliance with specifically referenced  
11    WSDOT maintenance requirements. The notice will set a specified reasonable period of time in  
12    which requested corrective action must be taken; Provided, that if an emergency exists,  
13    corrective action must be taken immediately. If corrective measures are not completed within the  
14    specified time period, WSDOT may either perform the maintenance as provided elsewhere  
15    herein, or issue a notice of default as provided elsewhere herein.

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18     **9.     WSDOT RESERVATION OF RIGHT.**

19             A.     Right of Entry.

20                 (1)     Nothing herein shall affect WSDOT's, its agent's and contractor's, and the  
21     Federal Highway Administration's, right to enter upon and use the Premises at any time for any  
22     purpose.

23                 (2)     Other than in an emergency, WSDOT, as a matter of courtesy, will attempt  
24     to give TENANT a minimum of thirty (30) working days notice of any entry that will  
25     unreasonably disrupt TENANT's operation or maintenance on the Premises. All reasonable  
26     steps will be taken to minimize impacts to TENANT's operation and maintenance, however,  
27     WSDOT assumes no liability of any kind for any such disruption.

28             B.     Right to Grant, Maintain, and Operate Utility Franchises, Permits, Easements, and  
29     Leases.

30                 (1)     Nothing in this Agreement shall affect WSDOT's right to grant franchises,  
31     easements, permits, or enter into leases or other documents concerning the use of the Premises;  
32     Provided, that such use does not unreasonably interfere with TENANT's operation or  
33     maintenance of the Premises; and further provided, that TENANT shall have the right to review  
34     and comment on plans for improvements under such franchises, easements, permits or leases.

(2) Nothing in this Agreement shall affect the right for franchisees, permittees, or lessees, to enter upon the Premises to maintain, repair and enhance existing facilities and install, maintain and repair new facilities; provided that reasonable notice is given to TENANT in advance of the entry.

(3) Any installation, maintenance and repair of the Premises by a franchisee, permittee, or lessee will be accomplished in such a manner as to minimize any disruption to TENANT's operation and maintenance on the Premises. Except in the event of an emergency, the franchisee, permittee, or lessee will be required to notify TENANT of activities that will involve the use of the Premises prior to such use. In addition, the franchisee, permittee, or lessee will be required to restore paving and grading, and other features damaged by the installation, maintenance and/or repair.

## 10. TAXES, ASSESSMENTS, AND UTILITIES.

A. TENANT agrees to pay all assessments that benefit the Premises and/or which may hereafter become a lien on the interest of TENANT in accordance with RCW 79.44.010. TENANT shall have the right to appeal disputed charges.

B. TENANT also agrees to pay all taxes that may hereafter be levied or imposed upon TENANT or by reason of this Agreement. TENANT shall have the right to appeal disputed charges.

C. TENANT agrees, except as noted herein, to pay the cost for all utility bills incurred at the Park and Ride Lot, including, but not limited to, sewer, electric, water, surcharges, and rate adjustments that serve the Premises.

11. **IMPROVEMENTS.** TENANT is authorized to construct, install, repair, replace, operate and maintain a Park and Ride Lot on the Premises at the locations previously agreed to by the parties and as shown on the Contract plans -- "I-5 S. Everett Freeway Station 112<sup>th</sup> Street SE," prepared for WSDOT by HDR Engineering, Inc., dated April 20, 2006, which by this reference are incorporated herein ("Contract Plans"). The above approved improvements shall be in accordance with the Contract Plans and their amendments. .

12. **CONSTRUCTION.** No new construction or reconstruction of existing improvements, except those improvements authorized in Section 11 hereof, is permitted without the prior written approval of WSDOT. TENANT covenants that any regrading or improvements to be constructed on the Premises will not at any time during or after construction either damage, threaten to damage, or otherwise adversely affect any part or element of the highway facility or the operation thereof. WSDOT shall be furnished with two (2) sets of complete plans, details, and specifications and revisions thereto for grading and all improvements proposed to be placed on the Premises, and no work shall be done without prior written approval of such plans by WSDOT. All construction work shall be done in conformity with the plans and specifications as approved. WSDOT may take any action necessary, including directing that work be temporarily

1 stopped or that additional work be done, to ensure observation of the plans and specifications,  
2 protection of all parts and elements of the highway facility, and compliance with WSDOT's  
3 construction and safety standards. The improvements shall be designed and constructed in a  
4 manner that will permit access to the Premises for the purpose of inspection, maintenance, and  
5 construction when necessary.

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7 **13. LIENS.**

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9 A. Nothing in this Agreement shall be deemed to make TENANT the agent of  
10 WSDOT for purposes of construction, repair, alteration, or installation of structures,  
11 improvements, equipment, or facilities on the Premises. TENANT acknowledges that WSDOT  
12 may not, and shall not, be subject to claims or liens for labor or materials in connection with such  
13 activities by TENANT.

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15 B. TENANT shall at all times indemnify and save WSDOT harmless from all claims  
16 for labor or materials in connection with construction, repair, alteration, or installation of  
17 structures, improvements, equipment, or facilities within the Premises, and from the cost of  
18 defending against such claims, including attorney fees.

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20 C. In the event a lien is filed upon the Premises, TENANT shall either:

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22 (1) Record a valid release of lien; or

23  
24 (2) Deposit sufficient cash with WSDOT to cover the amount of the claim on  
25 the lien in question, and authorize payment to the extent of said deposit to any subsequent  
26 judgment holder that may arise as a matter of public record from litigation with regard to  
27 lienholder claim; or

28  
29 (3) Procure and record a bond which releases the Premises from the claim of  
30 the lien and from any action brought to foreclose the lien.

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32 Should TENANT fail to accomplish either (1), (2) or (3) above within sixty (60) days  
33 after the filing of such a lien, this Agreement shall be in default.

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35 **14. PERSONAL PROPERTY.**

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37 A. WSDOT shall not be liable in any manner for, or on account of, any loss or  
38 damage sustained to any property of whatsoever kind stored, kept, or maintained in or about the  
39 Premises, except for such claims or losses that may be caused by WSDOT or its authorized  
40 agents or employees.

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42 B. TENANT shall not be liable in any manner for, or on account of, any loss or  
43 damage sustained by WSDOT, its franchisees, lessees and permittees, or other authorized users'  
44 personal property of whatsoever kind stored, kept, or maintained on or about the Premises,

1 except for such claims or losses that may be caused by TENANT or its authorized agents or  
2 employees.

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4 C. Upon termination of this Agreement, WSDOT or its agent may remove all  
5 personal property of TENANT remaining on the Premises at TENANT's expense and dispose of  
6 it in any manner WSDOT deems appropriate. TENANT agrees to reimburse WSDOT for the  
7 costs of such removal and disposal within thirty (30) days of the date of WSDOT's invoice.

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9 **15. VACATION OF PREMISES.** Upon termination of this Agreement, TENANT shall  
10 cease its operations on and immediately vacate the Premises including removal of TENANT's  
11 personal property. Should TENANT fail to remove personal property, WSDOT shall do so as  
12 described in Section 14 C of this agreement.

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14 **16. NON-APPLICABILITY OF RELOCATION ASSISTANCE.** TENANT  
15 acknowledges that the signing of this Agreement does not entitle TENANT to assistance under  
16 the Uniform Relocation and Real Property Acquisition Policy (Ch. 8.26 RCW).

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18 **17. ENVIRONMENTAL REQUIREMENTS.**

19  
20 A. WSDOT and TENANT each represent, warrant and agree that it will conduct its  
21 activities on and off the Premises in compliance with all applicable environmental laws. As used  
22 in this Agreement, "Environmental Laws" means all federal, state and local environmental laws,  
23 rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations  
24 or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C.  
25 § 6901, et. seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Federal Water Pollution Control  
26 Act, 33 U.S.C. § 1251, et seq., the Emergency Planning and Community Right to Know Act, 42  
27 U.S.C. § 11001, et seq., the Comprehensive Environmental Response, Compensation and  
28 Liability Act, 42 U.S.C. § 9601, et seq., the Oil Pollution Control Act, 33 U.S.C. § 2701, et seq.,  
29 and Washington or any other comparable local, state, or federal statute or ordinance pertaining to  
30 the environment or natural resources and all regulations pertaining thereto, including all  
31 amendments and/or revisions to said laws and regulations.

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33 B. Toxic or hazardous substances are not allowed on the Premises without the  
34 express written permission of WSDOT and under such terms and conditions as may be specified  
35 by WSDOT. For the purposes of this Agreement, "Hazardous Substances," shall include all  
36 those substances identified as hazardous under the Comprehensive Environmental Response,  
37 Compensation, and Liability Act, 42 U.S.C. § 9601 et seq., and the Washington Model Toxics  
38 Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said laws and  
39 regulations, and shall include gasoline and other petroleum products. TENANT is hereby  
40 authorized to bring on to the Premises gasoline and petroleum products necessary to carryout the  
41 maintenance and operation requirements set forth in this Agreement. In the event such  
42 permission is granted, the disposal of such materials must be done in a legal manner by  
43 TENANT.  
44

1 C. TENANT agrees to cooperate in any environmental investigations conducted by  
2 WSDOT staff or independent third parties where there is evidence of contamination on the  
3 Premises, or where WSDOT is directed to conduct such audit by an agency or agencies having  
4 jurisdiction. TENANT will reimburse WSDOT for the cost of such investigations, where the  
5 need for said investigation is determined to be caused by TENANT's respective maintenance  
6 operations. TENANT will provide WSDOT with notice of any inspections of the Premises,  
7 notices of violations, and orders to clean up contamination. TENANT will permit WSDOT to  
8 participate in all settlement or abatement discussions. In the event that TENANT fails to take  
9 remedial measures as duly directed by a state, federal, or local regulatory agency within ninety  
10 (90) days of such notice, WSDOT may elect to perform such work, and TENANT covenants and  
11 agrees to reimburse WSDOT for all direct and indirect costs associated with WSDOT's work  
12 where said contamination is determined to have resulted from the TENANT's use of the  
13 Premises. TENANT further agree that the use of the Premises shall be such that no hazardous or  
14 objectionable smoke, fumes, vapor, odors, or discharge of any kind shall rise above the grade of  
15 the right of way.

16 D. For the purposes of this Agreement, "Costs" shall include, but not be limited to,  
17 all response costs, disposal fees, investigatory costs, monitoring costs, civil or criminal penalties,  
18 and attorney fees and other litigation costs incurred in complying with state or federal  
19 environmental laws, which shall include, but not be limited to the Resource Conservation and  
20 Recovery Act, 42 U.S.C. § 6901, et seq.; the Clean Water Act, 33 U.S.C. § 1251; the Clean Air  
21 Act, 42 U.S.C. § 7401; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901; and the  
22 Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or  
23 revisions to said laws and regulations.

24 E. TENANT agrees to defend, indemnify and hold WSDOT harmless from and  
25 against any and all claims, causes of action, demands and liability including, but not limited to,  
26 any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and  
27 attorneys' fees associated with the removal or remediation of any Hazardous Substances that  
28 have been released, or otherwise come to be located on the Premises, including those that may  
29 have migrated from the Premises through water or soil to other properties which are caused by or  
30 result from TENANT'S activities on the Premises. TENANT further agrees to retain, defend,  
31 indemnify and hold WSDOT harmless from any and all liability arising from the offsite disposal,  
32 handling, treatment, storage, or transportation of any such Hazardous Substances removed from  
33 said Premises.

34 F. WSDOT agrees to indemnify, defend and hold TENANT harmless from and  
35 against any and all claims, causes of action, demands and liability including, but not limited to,  
36 any costs, liabilities, damages, expenses, assessments, penalties, fines, losses, judgments and  
37 attorneys' fees associated with the existence of, and/or removal or remediation of any Hazardous  
38 Substances that have been released, or otherwise come to be located on the Premises, including  
39 those that may have migrated from the Premises through water or soil to the other properties,  
40 which are caused by or result from the WSDOT's activities on the Premises. WSDOT further  
41 agrees to retain, indemnify, defend, and hold TENANT harmless from any and all liability arising  
42  
43  
44

1 from the off site disposal, handling, treatment, storage or transportation of any such Hazardous  
2 Substances removed from the Premises.

3  
4 G. The provisions of this section shall survive the termination or expiration of this  
5 Agreement.

6  
7 **18. INSURANCE.**

8  
9 A. At its sole expense, TENANT shall secure and maintain in effect a policy of  
10 general liability insurance issued by an insurer licensed to conduct business in the State of  
11 Washington. The insurance policy shall provide liability coverage for any and all claims of  
12 bodily injury, property damage, and personal injury arising from TENANT's use of the Premises  
13 which is the subject of this Agreement. The insurance policy required by this section shall  
14 provide coverage of no less than Two Million Dollars (\$2,000,000.00) combined single limit of  
15 liability per occurrence, with a general aggregate limit of no less than Four Million Dollars  
16 (\$4,000,000.00) per policy period. TENANT agrees that WSDOT may require increases in said  
17 coverages by written notice to TENANT, as WSDOT deems reasonably necessary. Coverages  
18 under said policy shall be triggered on an "occurrence basis," not a "claims made" basis.  
19 WSDOT shall be named as an additional insured in the commercial general liability policy  
20 required by this section. The policy shall be endorsed with a provision relieving WSDOT of any  
21 responsibility for the payment of any policy premium. The endorsement shall require the insurer  
22 to provide WSDOT with no less than Thirty (30) days written notice before any cancellation of  
23 the coverages required by this section. The liability coverages required by this section shall not  
24 be subject to any self-insured retained limit of liability of any amount (No Liability Coverage  
25 Deductibles). Coverages, if obtained by TENANT in compliance with this section, shall not be  
26 deemed as having relieved TENANT of any liability.

27  
28 B. TENANT shall provide WSDOT with a certificate of insurance reflecting  
29 the insurance coverage required by this section within Ten (10) business days of the execution of  
30 this Agreement, and within Ten (10) days of receiving a written notice from WSDOT for an  
31 increase in the coverage amounts.

32  
33  
34 **19. INDEMNIFICATION.**

35  
36 A. To the extent allowed by law, TENANT its successors and assigns, will protect,  
37 save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions,  
38 costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of  
39 TENANT, its agents, contractors, or employees, arising out of, or in connection with, its acts or  
40 activities or the acts or activities of its, agents, contractors, or employees, related to this  
41 Agreement. TENANT further agrees to defend WSDOT, its agents or employees, in any  
42 litigation, including payment of any costs or attorneys' fees, for any claims or action commenced,  
43 arising out of, or in connection with, the acts or activities related to this Agreement. The  
44 obligations in this paragraph shall not include such claims, costs, damages, or expenses to the  
45 extent caused by the acts of WSDOT or its authorized agents or employees; PROVIDED, that if



1 the claims or damages are caused by or result from the concurrent acts of (a) WSDOT, its agents,  
2 contractors, or employees and (b) TENANT, its agents, contractors, or employees, or involves  
3 those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and  
4 enforceable only to the extent of the acts of TENANT's agents or employees.

5  
6 B. To the extent allowed by law, WSDOT, its successors and assigns, will protect,  
7 save, and hold harmless TENANT, its authorized agents and employees, from all claims, actions,  
8 costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of  
9 WSDOT, its agents, contractors, or employees, arising out of or in connection with its acts or  
10 activities or the acts or activities of its agents, contractors, or employees, authorized by this  
11 Agreement. WSDOT further agrees to defend TENANT, its agents or employees, in any  
12 litigation, including payment of any costs or attorneys' fees, for any claims or action commenced,  
13 arising out of, or in connection with, the acts or activities authorized by this Agreement. The  
14 obligations in this paragraph shall not include such claims, costs, damages, or expense to the  
15 extent caused by the acts of TENANT or its authorized agents or employees; PROVIDED, that if  
16 the claims or damages are caused by or result from the concurrent acts of (a) TENANT, its  
17 agents, contractors, or employees by or result from the concurrent acts of; (b) WSDOT, its  
18 agents, contractors, or employees, or involves those actions covered by Ch. 4.24.115 RCW, this  
19 indemnity provision shall be valid and enforceable only to the extent of the acts of WSDOT or  
20 the WSDOT's agents or employees.

21  
22 C. TENANT specifically assumes potential liability for actions brought by  
23 TENANT's own employees against WSDOT and, solely for the purpose of this indemnification  
24 and defense, TENANT specifically waive any immunity under the state industrial insurance law,  
25 Title 51 RCW and has been mutually negotiated by the parties.

26  
27 D. WSDOT specifically assumes potential liability for actions brought by WSDOT's  
28 own employees against TENANT and, solely for the purpose of this indemnification and defense,  
29 WSDOT specifically waives any immunity under the state industrial insurance law, Title 51  
30 RCW and has been mutually negotiated by the parties.

31  
32 E. The indemnification provisions in this section shall survive the expiration or  
33 termination of this Agreement.

34  
35 **20. PERFORMANCE BY WSDOT.**

36  
37 A. If TENANT defaults in the performance or observation of any covenant or  
38 agreement contained in this Agreement, WSDOT, without notice if deemed by WSDOT that an  
39 emergency exists, or if no emergency, with no less than Thirty (30) days notice, may direct  
40 TENANT to stop work and may itself perform or cause to be performed such covenant or  
41 agreement. Such emergency shall include, but not be limited to, endangerment of the life or  
42 safety of users of the Park and Ride Lot and the adjacent highway facility, or the endangerment  
43 of the Park and Ride Lot or the adjacent highway facility.  
44

1           B.     TENANT shall reimburse WSDOT the entire cost and expense of such  
2 performance by WSDOT within thirty (30) days of the date of WSDOT's invoice.

3           C.     Any act or thing done by WSDOT under the provisions of this paragraph shall not  
4 be construed as a waiver of any agreement or condition herein contained or the performance  
5 thereof.  
6

7           21.    **NONDISCRIMINATION.** TENANT, for itself, its successors and assigns, as part of the  
8 consideration hereof, do hereby agree to comply with all applicable civil rights and  
9 antidiscrimination requirements, including but not limited to Chapter 49.60 RCW.

10           22.   **INDEPENDENT CAPACITY.** TENANT shall be deemed an independent contractor  
11 for all purposes and the employees of TENANT or any of its contractors, subcontractors, and  
12 employees thereof shall not in any manner be deemed employees of WSDOT.

13           23.   **ASSIGNMENT.** Neither this Agreement nor any rights created by it may be assigned,  
14 sublet, or transferred, without the prior written approval of WSDOT.

15           24.   **BINDING CONTRACT.** This Agreement shall not become binding upon WSDOT  
16 unless and until executed by both WSDOT signatories.

17           25.   **ATTORNEY FEES.** In the event of any controversy, claim, or dispute arising out of  
18 this Agreement, each party shall be solely responsible for the payment of its own attorney's fees  
19 and costs.

20           26.   **MODIFICATIONS.** This instrument contains all the agreements and conditions made  
21 between the parties hereto and may not be modified orally or in any manner other than by an  
22 agreement in writing signed by all parties thereto. No failure on the part of either party to  
23 enforce any covenant or provision herein contained, nor any waiver of any right thereunder,  
24 unless in writing, shall discharge or invalidate such covenant or provision or affect the right of  
25 the either party to enforce the same in the event of any subsequent breach or default.

26           27.   **INTERPRETATION.** This Agreement shall be governed by and interpreted in  
27 accordance with the laws of the state of Washington. The title to paragraphs or sections of this  
28 Agreement are for convenience only and shall have no effect on the construction or interpretation  
29 of any part hereof.

30           28.   **TOTALITY OF AGREEMENT.** It is understood that no guarantees, representations,  
31 promises, or statements expressed or implied have been made by either party except to the extent  
32 that the same are expressed in the Agreement.

33           29.   **SEVERABILITY.** If any covenant or provision or part thereof, of the Agreement be  
34 adjudged void, such adjudication shall not affect the validity, obligation or performance of any  
35 other covenant or provision or part thereof, which in itself is valid, if such remainder conforms to  
36 the terms and requirements of applicable law and the intent of this Agreement.

1  
2 **30. DISPUTE RESOLUTION.**

3  
4 A. The following individuals are the Designated Representatives for the purpose of  
5 resolving disputes that arise under this Agreement:

6 **WSDOT:**

7 WSDOT Facilities Manager  
8 WSDOT Northwest Region  
9 15700 Dayton Avenue North, MS-210  
10 P.O. Box 330310  
11 Seattle, WA 98133-9710

12 **TENANT:**

13 Facilities Manager  
14 SOUND TRANSIT  
15 401 South Jackson Street  
16 Seattle, WA 98104  
17

18  
19 B. The WSDOT Designated Representative and the SOUND TRANSIT Designated  
20 Representative shall confer to resolve disputes that arise under this Agreement as requested by  
21 either party. The Designated Representatives shall use their best efforts and exercise good faith  
22 to resolve such disputes.

23 C. In the event the Designated Representatives are unable to resolve the dispute, the  
24 appropriate WSDOT Regional Administrator and the Chief Executive Officer of SOUND  
25 TRANSIT shall confer and exercise good faith to resolve the dispute.

26 D. In the event the WSDOT Regional Administrator and the Chief Executive Officer  
27 of SOUND TRANSIT are unable to resolve the dispute, the parties may, if mutually agreed in  
28 writing, submit the matter to non-binding mediation. The parties shall then seek to mutually  
29 agree upon the mediation process, who shall serve as the mediator, and the time frame the parties  
30 are willing to discuss the disputed issue(s).

31 E. Each party shall bring to the mediation session, unless excused from doing so by  
32 the mediator, a representative from its side with full settlement authority. In addition, each party  
33 shall bring counsel and such other persons as needed to contribute to a resolution of the dispute.  
34 The mediation process is to be considered settlement negotiations for the purpose of all state and  
35 federal rules protecting disclosures made during such conference from later discovery or use in  
36 evidence; Provided that any settlement executed by the parties shall not be considered  
37 confidential and may be disclosed. Each party shall pay its own costs for mediation and share  
38 equally in the cost of the mediator. The venue for the mediation shall be in Olympia,  
39 Washington, unless the parties mutually agree in writing to a different location.

1 F. If the parties cannot mutually agree as to the appropriateness of mediation, the  
2 mediation process, who shall serve as mediator, or the mediation is not successful, then either  
3 party may institute a legal action in the County of Thurston, State of Washington, unless other  
4 venue is mutually agreed to in writing. The parties agree that they shall have no right to seek  
5 relief in a court of law until and unless each of the above procedural steps has been exhausted.

6 31. **VENUE.** In the event any party deems it necessary to institute legal action or  
7 proceedings to ensure any right or obligation under this Agreement, the parties hereto agree that  
8 such action or proceedings shall be brought in a court of competent jurisdiction situated in  
9 Thurston County, Washington.

10 32. **AGREEMENT MANAGEMENT.**

11 A. The Program Manager for each of the parties shall be responsible for  
12 administration of this Agreement and shall be the contact person for all communications and  
13 billings regarding the administration of this Agreement, which expressly excludes notices of  
14 default and reporting and correcting defects covered under warranty.

15 B. The Program Manager for TENANT is: Facilities Manager, 401 South Jackson  
16 Street, Seattle, WA 98104  
17

18 C. The Program Manager for WSDOT is: Facilities Manager, WSDOT Northwest  
19 Region, 15700 Dayton Avenue North, MS-210, P.O. Box 330310, Seattle, WA 98133-9710  
20

21 D. Either party may, from time to time, by notice in writing served upon the other  
22 party as required elsewhere herein, designate an additional and/or a different mailing address or  
23 an additional and/or different person to whom such notice, request, report or other  
24 communication are thereafter to be addressed.  
25

26 33. **NOTICES.**

27 A. Wherever in this Agreement written notices are to be given or made, they will be  
28 served, personally delivered or sent by certified mail or overnight mail addressed to the  
29 appropriate party(ies) at the addresses provided herein, unless a different address is designated in  
30 writing or delivered to the other party.

31 B. Notices of default of this Agreement shall be given to the Program Manager and  
32 the individuals listed below:  
33  
34  
35  
36  
37  
38  
39  
40

(1) TENANT:

Facilities Manager  
Sound Transit  
401 South Jackson Street  
Seattle, WA 98104

(2) WSDOT:

Facilities Manager  
WSDOT Northwest Region  
15700 Dayton Avenue North, MS-210  
P.O. Box 330310  
Seattle, WA 98133-9710

AND

Department of Transportation  
Attn: Cynthia Tremblay, Assistant Director, Property Management  
310 Maple Park Avenue SE  
P. O. Box 4-7338  
Olympia, WA 98504-7338

C. Either party may, from time to time, by notice in writing served upon the other party as required elsewhere herein, designate an additional and/or a different mailing address or an additional and/or different person to whom notices of default are to thereafter to be addressed.

SOUND TRANSIT (TENANT)

Date: June 19, 2006  
By: Joan M. Earl, Chief Executive Officer

WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

Date: June 21, 2006  
By: Gerald L. Gallinger, Director, Real Estate Services

Date: JULY 5, 2006

By: Klara Fabry, Snohomish Area Administrator  
BILL VICEK, DEPUTY REGIONAL ADMINISTRATOR

APPROVED AS TO FORM

By: Betty Nga  
Sound Transit Legal Counsel

APPROVED AS TO FORM

By: Bruce Brown  
Assistant Attorney General

1	
2	<b><u>Exhibits List</u></b>
3	Exhibit A      Legal Description
4	Exhibit B      Depiction of South Everett Freeway Station Park and Ride Lot
5	

1 STATE OF WASHINGTON)

2 ) ss  
3 COUNTY OF KING )  
4

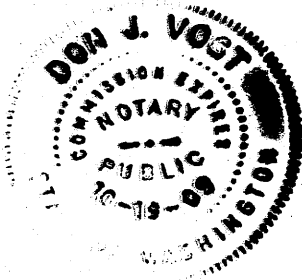
5 On this 19<sup>th</sup> day of June 2006, before me personally appeared, Joan M. Earl to  
6 me known to be the Chief Executive Officer of the corporation that executed the foregoing  
7 instrument, and acknowledged said instrument to be the free and voluntary act and deed of said  
8 corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was  
9 authorized to execute said instrument.

10 GIVEN under my hand and official seal the day and year last above written.  
11

12 Don J. Vogt  
13 (Signature)  
14

15 DON J. VOGT  
16 (Print or type name)  
17 Notary Public in and for the State of Washington  
18 residing at Mercer Island  
19

20 My commission expires Oct. 19, 2009

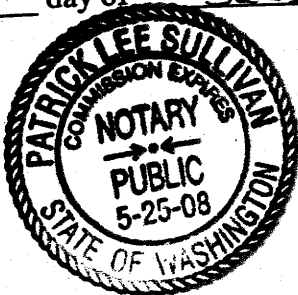


1 STATE AGENCY ACKNOWLEDGMENT

2 STATE OF WASHINGTON )  
3 ) ss  
4 COUNTY OF Thurston )  
5

6 On this 21<sup>st</sup> day of June, 2006 before me  
7 personally appeared Gerald L. Gallinger, to me known to be the duly appointed Real Estate  
8 Services Director, and that he executed the within and foregoing instrument and acknowledged  
9 the said instrument to be the free and voluntary act and deed of said State of Washington, for the  
10 uses and purposes therein set forth, and on oath states that he was authorized to execute said  
11 instrument.

12 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
13 21<sup>st</sup> day of June, 2006.  
14  
15



[Signature]  
(Signature)

PATRICK LEE SULLIVAN  
(Print or type name)  
Notary Public in and for the State of Washington  
residing at OLYMPIA

My commission expires 5-25-08

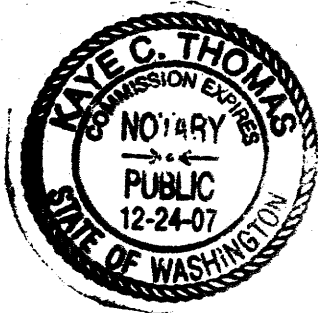


1 STATE OF WASHINGTON )

2 ) ss  
3 COUNTY OF )  
4

5 I, the undersigned, a Notary Public in and for the state of Washington, do hereby certify that on  
6 this 5th day of July, 2006, before me personally appeared  
7 WILLIAM S. VLCEK the ~~Snohomish Area~~ **DEPUTY REGIONAL** Administrator, for the  
8 Washington State Department of Transportation, Northwest Region, and that ~~he/she~~ executed the  
9 within and foregoing instrument and acknowledged the said instrument to be the free and  
10 voluntary act and deed of said state of Washington, for the uses and purposes therein set forth,  
11 and on oath states that he/she is authorized to execute said instrument.

12 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the  
13 5th day of July, 2006.  
14  
15



Kaye Claudia Thomas  
(Signature)

KAYE Claudia Thomas  
(Print or type name)  
Notary Public in and for the State of Washington  
residing at King County

My commission expires 12-24-07

## Legal Description

Commence at the point of beginning located at station LL 842+82.71, 70.97' RT.;

Thence along Bearing of S 88°25'58.94" E for a Distance of 54.48', to a POT (station LL 842+99.09, 122.78' RT.);

Thence along Bearing of N 58°54'15.68" E for a Distance of 45.61', to a POT (station LL 843+32.98, 151.93' RT.);

Thence along Bearing of N 22°50'28.58" E for a Distance of 46.91', to a POT (station LL 843+78.30, 155.35' RT.);

Thence along Bearing of S 67°09'31.42" E for a Distance of 58.71', to a POT (station LR 844+73.12, 163.41' LT.);

Thence along Bearing of S 32°50'55.15" E for a Distance of 50.04', to a POT (station LR 844+48.76, 119.37' LT.);

Thence along Bearing of S 70°56'05.37" E for a Distance of 9.72', to the PC (station LR 844+50.46, 109.79' LT.) of curve with the radius of 43.50' and a delta angle of 11°30'40.37" left;

Thence along the arc of said curve for 8.74', to the PCC (station LR 844+54.46, 102.00' LT.) of a curve with the radius of 661.70', and a delta angle of 1°58'00.54" left, ;

Thence along the arc of said curve for 22.71', to the PCC (station LR 844+67.18, 83.05' LT.) of a curve of radius 5980.00' and a delta angle of 1°54'07.59" left;

Thence along the arc of said curve for 198.52', to the PT (station LR 846+68.58, 99.00' LT.)

Thence along Bearing of N 24°12'03.00" E for a Distance of 236.13', to a POT (station LR 849+08.64, 97.48' LT.);

Thence along Bearing of N 23°02'17.84" E for a Distance of 61.47', to the PC (station LR 849+71.16, 98.53' LT.) of a curve with the radius of 5624.24' and a delta angle of 9°06'14.46" left;

Thence along the arc of the said curve for 893.66', to the PT (station LR 858+80.52, 99.24' LT.);

Thence along Bearing of S 75°28'13.88" E for a Distance of 1.00', to a POT (station LR 858+80.52, 98.24' LT.);

Thence along Bearing of N 15°45'58.85" E for a Distance of 100.98', to a POT (station LR 859+83.20, 95.30' LT.);

Thence along Bearing of N 74°10'08.35" W for a Distance of 272.82', to a POT (station LL 858+53.37, 99.44' RT.);

Thence along Bearing of S 17°32'24.44" W for a Distance of 105.95', to a POT (station LL 857+47.42, 99.47' RT.);

Thence along Bearing of S 72°25'31.90" E for a Distance of 1.00', to a POT (station LL 857+47.42, 100.47' RT.);

Thence along Bearing of S 17°34'28.10" W for a Distance of 861.93', to a POT (station LL 848+85.48, 100.27' RT.);

Thence along Bearing of N 72°25'31.90" W for a Distance of 1.00', to a POT (station LL 848+85.48, 99.27' RT.);

Thence along Bearing of S 19°40'52.43" W for a Distance of 78.17', to a POT (station LL 848+07.37, 96.38' RT.);

Thence along Bearing of S 20°49'55.56" W for a Distance of 501.79', to the point of beginning (station 842+82.71, 70.97' RT.);

Excluding the following:

### **Airspace Lease Area**

Commence at the point of beginning located at station LL 851+41.07, 223.28 RT.;

Thence along Bearing of S 70°53'53.52" E for a Distance of 28.00' to a POT (station LR 852+41.58, 219.82' LT.);

Thence along Bearing of N 19°06'06.474706" E for a Distance of 52.30' to a POT (station LR 852+95.95, 221.30' LT.);

Thence along Bearing of N 28°33'50.83" E for a Distance of 19.65' to a POT (station LR 853+16.18, 218.50' LT.);

Thence along Bearing of S 61°26'09.16" E for a Distance of 6.00' to a POT (station LR 853+15.28, 212.58' LT.);

Thence along Bearing of N 28°33'50.78" E for a Distance of 31.43' to a POT (station LR 853+47.56, 207.93' LT.);

Thence along Bearing of S 70°53'33.75" E for a Distance of 17.18' to a POT (station LR 853+47.81, 190.75' LT.);

Thence along Bearing of N 19°06'06.47" E for a Distance of 1.5', to the PC (station LR 853+49.36, 190.77') of curve with the radius of 15.00' and a delta angle of 35°14'50.38" left;

Thence along the arc of the said curve for 9.23', to the PCC (station LR 853+58.28, 193.64' LT.) of a curve with the radius of 15.00' and a central angle of 35°14'52.38" right;

Thence along the arc of the said curve for 9.23', to the PT (station LR 853+67.21, 196.49' LT.);

Thence along Bearing of N 19°06'06.47" E for a Distance of 271.48', to a POT (station LR 856+48.24, 192.87' LT.);

Thence along Bearing of N 5°03'57.52" E for a Distance of 0.79', to a POT (station LR 856+49.04, 193.04' LT.);

Thence along Bearing of N 70°53'53.52" W for a Distance of 8.61', to a POT (station LR 856+49.38.31, 201.64' LT.);

Thence along Bearing of N 5°03'55.54" E for a Distance of 26.95', to a POT (station LR 856+76.74, 207.11' LT.);

Thence along Bearing of N 84°56'04.46" W for a Distance of 7.00', to a POT (station LR 856+75.28, 213.97' LT.);

Thence along Bearing of N 5°03'56.00" E for a Distance of 15.97', to a POT (station LR 856+91.54, 217.16' LT.);

Thence along Bearing of N 19°06'06.47" E for a Distance of 164.48', to the PC (station LR 858+62.04, 207.25' LT.) of a curve with the radius of 50.00' and a delta angle of 5°11'20.90" right;

Thence along the arc of the said curve for 4.53', to the PT (station LR 858+66.71, 206.70 LT.);

Thence along Bearing of N 24°36'28.61" E for a Distance of 0.55', to the PC (station LR 858+67.27, 206.61' LT.) of a curve with the radius of 50.00' and a delta angle of 69°10'36.64" right;

Thence along the arc of the said curve for 60.37', to the PCC (station LR 859+08.78, 166.48' LT.) of a curve with the radius of 120.00' and a delta angle of 9°57'02.53" right;

Thence along the arc of the said curve for 20.84', to the PT (station LR 859+10.73, 145.75' LT.);

Thence along Bearing of S 75°56'51.00" E for a Distance of 30.28', to the PC (station LR 859+10.87, 115.47' LT.) of a curve with the radius of 10.00' and a delta angle of 51°19'08.13" right;

Thence along the arc of the said curve for 8.96', to the PCC (station LR 859+07.09, 107.65' LT.) of a curve with the radius of 42.00' and a delta angle of 39°11'17.70" right;

Thence along the arc of the said curve for 28.73', to the PT (station LR 858+80.05, 98.24' LT.);

Thence a Bearing of N 15°45'38.12" E for a Distance of 96.78', to the PC (station LR 859+78.46, 95.47' LT.) of a curve with the radius of 42.00' and a delta angle of 33°39'34.03" right;

Thence along the arc of the said curve for 24.67', to the PCC (station LR 859+55.51, 104.59' LT.) of a curve with the radius of 10.00' and a delta angle of 51°29'47.31" right;

Thence along the arc of the said curve for 8.99', to the PT (station LR 859+51.69, 112.43' LT.);

Thence along Bearing of N 75°56'51.00" W for a Distance of 63.27', to the PC (station LR 859+51.86, 175.70' LT.) of a curve with the radius of 70.00' and a delta angle of 22°49'14.56" left;

Thence along the arc of the said curve for 27.88', to the PCC (station LR 859+44.09, 202.36' LT.) of a curve with the radius of 30.00' and a delta angle of 64°29'50.00" right;

Thence along the arc of the said curve for 33.77', to the PCC (station LL 858+15.55, 235.82' RT.) of a curve with the radius of 70.00' and a delta angle of 25°45'00.25" left;

Thence along the arc of the said curve for 31.46', to the PT (station LL 858+23.31, 205.60' RT.);

Thence along Bearing of N 72°25'16.98" W for a Distance of 89.16', to the PC (station LL 858+23.33, 116.45' RT.) of a curve with the radius of 10.00' and a delta angle of 51°19'04.46" right;

Thence along the arc of the said curve for 8.96', to the PCC (station LL 858+27.09, 108.64' RT.) of a curve with the radius of 42.00' and a delta angle of 38°34'05.33" right;

Thence along the arc of the said curve for 28.27', to the PT (station LL 858+53.25, 99.44' RT.);

Thence along Bearing of S 17°32'17.12" W for a Distance of 99.92', to the PC (station LL 857+53.34, 99.48' LT.) of a curve with the radius of 42.00' and a delta angle of 38°40'54.90" right;

Thence along the arc of the said curve for 28.36', to the PCC (station LL 857+79.59, 108.70' RT.) of a curve with the radius of 10.00' and a delta angle of 51°19'04.00" right;

Thence along the arc of the said curve for 8.96', to the PT (station LL 857+83.33, 116.50' RT.);

Thence along Bearing of S 72°25'33.00" E for a Distance of 71.39', to PC (station LL 857+83.32, 187.89' RT.) of a curve with the radius of 50.00' and a delta angle of 82°46'54.02" right;

Thence along the arc of the said curve for 72.24', to the PT (station LL 857+39.59, 237.48' RT.);

Thence along Bearing of S 10°21'21.02" W for a Distance of 3.25', to the PC (station 857+36.36, 237.89' RT.) of a curve with the radius of 120.00' and a central angle of 8°44'45.458438" right;

Thence along the arc of the said curve for 18.32', to the PT (station LL 857+18.09, 238.79' RT.);

Thence along Bearing of S 19°06'06.47" W for a Distance of 120.73', to a POT (station LL 855+97.40, 235.55' RT.);

Thence along Bearing of S 28°33'50.83" W for a Distance of 50.36', to a POT (station LL 855+47.97, 225.94' RT.);

Thence along Bearing of N 61°26'09.17" W for a Distance of 7.50', to a POT (station LL 855+49.40, 218.57' RT.);

Thence along Bearing of N 72°25'31.90" W for a Distance of 21.94' to the PC (station LL 855+49.40, 196.64' RT.) of a curve with the radius of 4.00' and a delta angle of 88°28'20.19" left;

Thence along the arc of the said curve for 6.18', to the PT (station LL 855+45.51, 192.64' RT.);

Thence a Bearing of S 19°06'06.50" W for a Distance of 7.38', to the PC (station 855+38.13, 192.44' RT.) of a curve with the radius of 15.00' and a delta angle of 39°33'37.42" right;

Thence along the arc of the said curve for 10.36', to the PT (station LL 855+28.49, 195.62' RT.);

Thence along Bearing of S 20°27'30.92" E for a Distance of 4.13', to the PC (station LL 855+25.24, 198.16' RT.); of a curve with the radius of 15.00' and a delta angle of 39°33'36.81" right;

Thence along the arc of the said curve for 10.36', to the PT (station LL 855+15.60, 201.34' RT.);

Thence along Bearing of S 19°06'06.47" W for a Distance of 141.00', to the PC (station LL 853+74.65, 197.55' RT.) of a curve with the radius of 15.00' and a delta angle of 40°15'36.10" right;

Thence along the arc of the said curve for 10.54', to the PT (station LL 853+64.05, 193.73' RT.);

Thence along Bearing of S 59°21'42.58" W for a Distance of 3.56', to the PC (station LL 853+62.40, 191.36' RT.) of a curve with the radius of 15.00' and a delta angle of 44°15'32.32" left;

Thence along the arc of the said curve for 11.59', to the PT (station LL 853+51.76, 187.55' RT.);

Thence along Bearing of S 15°06'09.46" W for a Distance of 54.00', to a POT (station LL 852+97.80, 189.87' RT.);

Thence along Bearing of S 17°34'28.10" W for a Distance of 58.41', to the PC (station LL 852+39.39, 189.86' RT.) of a curve with the radius of 4.00' and a delta angle of 88°28'21.62" left;

Thence along the arc of the said curve for 6.18', to the PT (station LL 852+35.39, 193.75' RT.);

Thence a Bearing of S 70°53'53.52" E for a Distance of 19.56', to a POT (station LL 852+34.87, 213.30' RT.);

Thence a Bearing of S 84°56'04.00" E for a Distance of 8.00', to a POT (station LL 852+36.60, 221.11' RT.);

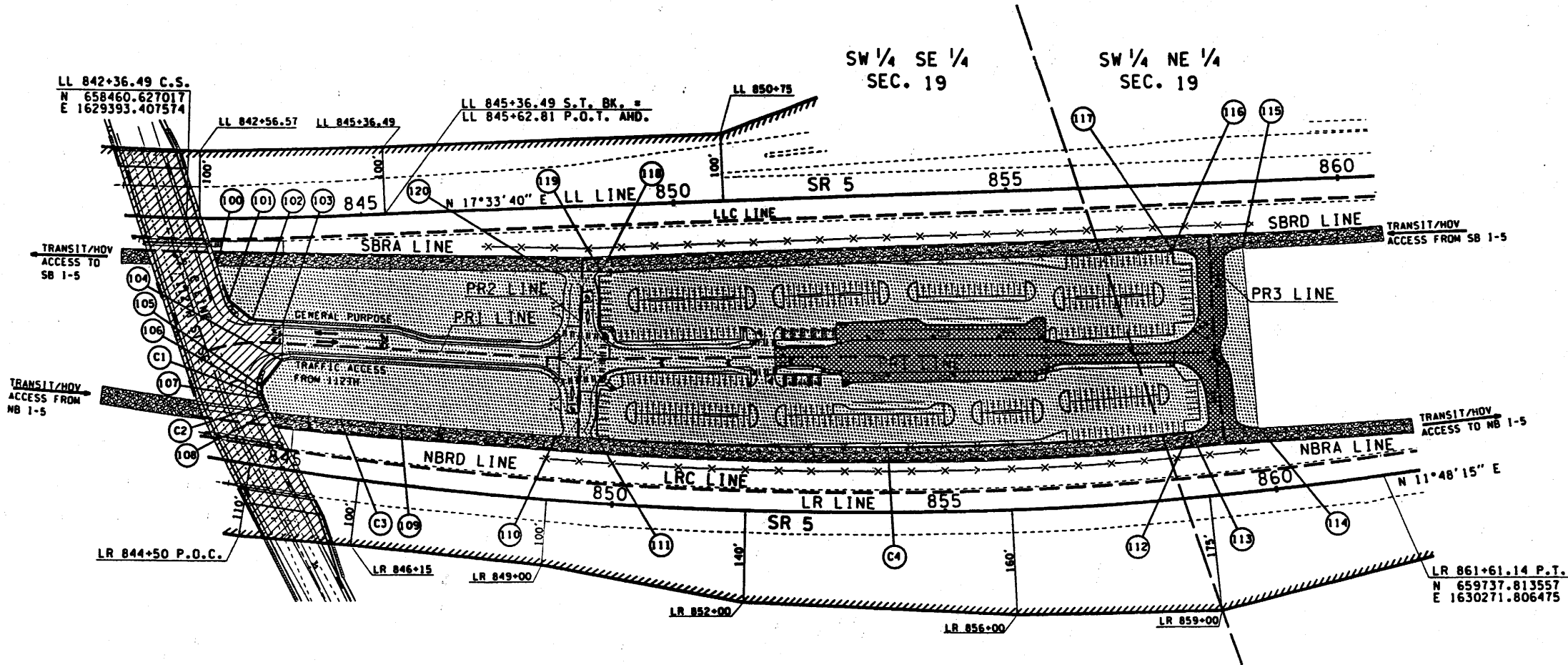
Thence a Bearing of S 5°03'56.00" W for a Distance of 19.52', to a POT (station LL 852+17.54, 225.33' RT.);

Thence a Bearing of S 19°06'06.47" W for a Distance of 76.50', to the point of beginning (station LL 851+41.07, 223.28' RT.);

Said described area contains 49750.28 sqft /1.14 acres of land, more or less.

TOTAL CURVE DATA			CURVE DATA			SPIRAL DATA		
P.I. STATION	DELTA	TANGENT	DELTA	RADIUS	LENGTH	a	DE	Ls
LL 837+96.45	23°58'05" LT	758.36'	17°58'05"	2864.79'	898.40'	2/3	3' 00"	3.0
LR 846+42.10	31°10'00" LT	1597.93'		5729.58'	3116.67'			

T. 28N. R.5E. W.M.  
CITY OF EVERETT

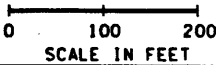


POINT DATA		
POINT NUMBER	STATION	OFFSET
100	LL 842+82.71	70.91 (RT)
101	LL 842+99.09	122.78 (RT)
102	LL 843+32.98	151.93 (RT)
103	LL 843+78.30	155.35 (RT)
104	LR 844+73.12	163.41 (LT)
105	LR 844+48.76	119.37 (LT)
106	LR 844+50.46	109.79 (LT)
107	LR 844+54.46	102.00 (LT)
108	LR 844+67.18	83.05 (LT)
109	LR 846+68.58	99.00 (LT)
110	LR 849+08.64	97.48 (LT)
111	LR 849+71.16	98.53 (LT)
112	LR 858+80.52	99.24 (LT)
113	LR 858+80.52	98.24 (LT)
114	LR 859+83.20	95.30 (LT)
115	LL 858+53.37	99.44 (RT)
116	LL 857+47.42	99.47 (RT)
117	LL 857+47.42	100.47 (RT)
118	LL 848+85.48	100.27 (RT)
119	LL 848+85.48	99.27 (RT)
120	LL 848+07.37	96.38 (RT)

CURVE DATA				
CURVE NUMBER	DELTA	RADIUS	LENGTH	TANGENT
C1	11°30'40.37" LT.	43.50	8.74	4.38
C2	1°58'00.54" LT.	661.70	22.71	11.36
C3	1°54'07.59" LT.	5980.00	198.52	99.27
C4	9°06'14.46" LT.	5624.24	893.66	447.77

- AIRSPACE LEASED AREA (49,794.59 SQ FT)
- WSDOT MAINTENANCE RESPONSIBILITY
- SOUND TRANSIT MAINTENANCE RESPONSIBILITY (340,406.154 SQ FT)
- CITY OF EVERETT MAINTENANCE RESPONSIBILITY

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE NAD 83/91 DATUM. THE DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES MULTIPLY BY THE COMBINED FACTOR OF 0.99993175



ProjectWise Vault: Pw

FILE NAME

I:\XL2405 - S.Everett Freeway Station\Exhibit\Air Lease & Maintenance Exhibit.dgn

TIME

1:26:04 PM

DATE

4/10/2006

DESIGNED BY

ENTERED BY

CHECKED BY

PROJ. ENGR. E. BARRY

REGIONAL ADM. D. DYE

REVISION

DATE

BY

REGION NO.

10

STATE

WASH

JOB NUMBER

CONTRACT NO.

FED.AID PROJ.NO.

LOCATION NO.

DATE

P.E. STAMP BOX

DATE

P.E. STAMP BOX

Washington State  
Department of Transportation

I-5  
S. EVERETT FREEWAY STATION  
112TH STREET SE  
EXHIBIT B

COOPERATIVE AGREEMENT

PLOT2

EX2

SHEET OF SHEETS