

RESOLUTION NO. 3080

A RESOLUTION of the Port Commission of the Port of Seattle authorizing the Chief Executive Officer to enter into a Phase II Agreement relating to the development of North SeaTac Park with King County and the City of SeaTac that provides for the development of the second phase of North SeaTac Park.

WHEREAS, the Port is the owner of certain real property located to the north of Sea-Tac International Airport (Northern Property; and

WHEREAS, the property is located in that area of the County newly incorporated as the City of SeaTac; and

WHEREAS, the County, the City and the Port believe the northern property should be developed as a park; and

WHEREAS, the Northern Property has been dedicated for such park use by the Port since 1976, and the 1977 Highline Community Plan and the 1989 Sea-Tac Community Plan Update designate the area for park and recreation; and

WHEREAS, such park use is compatible with the operation of Sea-Tac International Airport (the "Airport"); and

WHEREAS, the parties agree that the City, as a general purpose municipal corporation may operate and maintain parks and has the authority to develop, operate and maintain the Northern Property as a park; and

WHEREAS, the Port wishes to contribute to the development of the park in order to continue land uses compatible with the Airport and to enhance the neighborhoods surrounding the Northern Property; and

WHEREAS, the Port and County are owners of certain real property located to the north and south the of the Sea-Tac International Airport which may exchanged to meet the goals of this Agreement; and

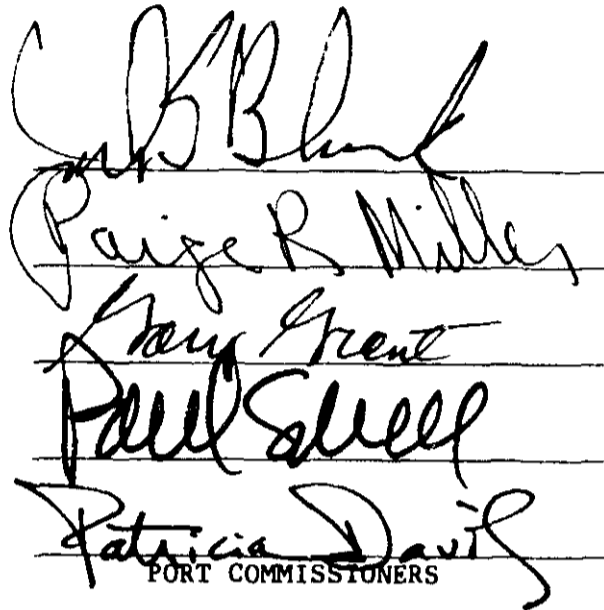
WHEREAS, the parties have the power to enter into this agreement pursuant to the Intergovernmental Disposition of Property Act, Chapter 39.33 of the Revised Code of Washington.

NOW, THEREFORE, BE IT RESOLVED by the Port Commission of the Port of Seattle that.

Section 1. The Chief Executive Officer of the Port of Seattle is hereby authorized to execute said agreement with the parties in substantially the form attached hereto as Attachment "1" and by this reference incorporated herein and directed to impress the official seal of the Port of Seattle thereon

Section 2. A copy of the final executed agreement shall be attached to this resolution as Attachment "2" and by this reference incorporated herein.

ADOPTED by the Port Commission of the Port of Seattle at a regular meeting thereof, held this 9th day of July, 1991, and duly authenticated in open session by the signatures of the Commissioners voting in favor thereof and the seal of the Commission.


PORT COMMISSIONERS

ATTACHMENT "1" TO RESOLUTION NO. 3080

PHASE II AGREEMENT RELATING TO THE DEVELOPMENT OF NORTH SEATAC PARK

THIS AGREEMENT is entered into this ___ day of _____, 1990 by and among the Port of Seattle, a Washington municipal corporation (hereinafter referred to as the "Port"), the City of SeaTac, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and King County, a home rule charter county, a political subdivision of the State of Washington (hereinafter referred to as the "County")

WHEREAS, the Port is the owner of certain real property located to the north of Sea-Tac International Airport ("Northern Property"), and

WHEREAS, the Northern Property is located in that area of the County newly incorporated as the City of SeaTac, and

WHEREAS, the City, the County and the Port believe the Northern Property should be developed as a park, and

WHEREAS the Northern Property has been dedicated for such park use by the Port since 1976, and the 1977 Highline Community Plan and the 1989 Sea-Tac Community Plan Update designate the area for park and recreation, and

WHEREAS such park use is compatible with the operation of Sea-Tac International Airport (the "Airport"), and

WHEREAS, the parties agree that the City, as a general purpose municipal corporation may operate and maintain parks and has the authority to develop, operate and maintain the Northern Property as a park, and

WHEREAS, the Port wishes to contribute to the development of the park in order to continue land uses compatible with the Airport and to enhance the neighborhoods surrounding the Northern Property, and

WHEREAS, the Port and County are owners of certain real property located to the north and south of the Sea-Tac International Airport which may be exchanged to meet the goals of this Agreement, and

WHEREAS, the parties have the power to enter into this agreement pursuant to the Intergovernmental Disposition of Property Act, Chapter 39.33 of the Revised Code of Washington

NOW, THEREFORE the City, the County and the Port agree as follows

1 The County and the City shall continue the citizens' advisory committee formed under the Phase I Agreement Relating to the Development of North SeaTac Park executed May 15, 1990 ("Phase I", incorporated here by reference as Exhibit A) to advise the County and the City on the development and design of the park

2 Within thirty (30) days after the execution of this Agreement, the City and Port shall execute leases for the Northern Property as follows: for approximately 125 acres as described in Exhibit B Parcel 1, for approximately 80 acres north of South 136th Street as described in Exhibit B

NOTE: If the microfilmed document is less clear than this notice, it is due to the quality of the original document.

North SeaTac Park

Parcel 2 Once executed the leases will be made part of this agreement. The Phase I Agreement lease for approximately 15 acres as described in Exhibit B Parcel 3 shall not be affected by this Phase II Agreement

3 The County shall convey to the Port and the Port shall convey to the County certain property subject to the following.

a If the United States Veterans Administration requests authority to construct a veterans cemetery on property situated to the south of the Airport and if federal funds for the cemetery have been appropriated by January 1, 1992, then

1) the Port shall convey to the County approximately 80 acres of land as described in Exhibit B Parcel 2 and the lease for property described in Exhibit B Parcel 2 shall be assigned by the Port from the City to the County

2) the County shall, upon completion of the park improvements funded by the Port's contribution as reported in Paragraph 16 below, convey and the City shall accept title to the property, including all covenants, described in Exhibit B Parcel 2 (Parcel 4 is the existing King County Sunset Park Parcel 3 is allocated for the Activity Center under the Phase I Agreement Parcel 5, King County Shops, is excluded from conveyance, provided that the County and City shall review the status of this Parcel no later than July 1, 1995)

3) the County shall convey to the Port approximately 78 acres of land as described in Exhibit C Parcels 6 and 7, subject to the following conditions

(a) Except as required by the County or the State of Washington for Highway 509, the portion of property in Exhibit C identified as Parcel 7 shall remain as open space or, if developed by the Port, such development shall only be as park, natural lands, golf courses, cemeteries, recreation trails or other suitable recreation uses,

(b) Except as required by the County or the State of Washington for improvements to Highway 509, the Port agrees and covenants to reserve in perpetuity for park, natural lands, golf courses, cemeteries, recreation trails or other suitable recreation uses the property it currently owns or plans to acquire south of the Airport legally described as set forth in Exhibit C Parcels 8a and 8b

(c) The Port agrees it shall, within the area described as the "Proposed Veterans National Cemetery Area" on the adopted Sea-Tac Area Update map attached and incorporated hereto as Exhibit D, reserve through January 1 1992 sufficient portions of its property, and that which it receives from the County, for use as a veterans cemetery, provided the amount of land to be available

North SeaTac Park

for the cemetery shall be no less than 200 useable acres within the area described

(d) Any covenants of the Forward Thrust Bonds attached to the property described in Exhibit C Parcels 6 and 7 shall be transferred from that property to the property described in Exhibit B Parcel 2, which property has equivalent value as a public park. The covenants shall remain attached to the property of Exhibit B Parcel 2 as required by the Bonds

(e) That portion of Exhibit C identified as Parcel 6 shall not be developed by the Port prior to January 1, 1992. Thereafter, the Port may develop Parcel 6 consistent with applicable zoning and other land use and environmental laws and regulations

(f) The County shall reserve and retain a floating easement over the property described in Exhibit C Parcel 7 for a recreation trail. The County shall be required to obtain the Port's written consent with respect to the final location of the recreation trail prior to construction of the trail, which consent shall not be unreasonably withheld

(g) Except as mutually agreed upon, the County and the Port shall make their best efforts to have legally removed any encumbrances to the titles of any property in parcels conveyed. This shall include utility encumbrances unless they provide service to the property

b. If the United State Veterans Administration does not act as indicated in Section 3a above then,

1) the Port shall convey to the County approximately 9 acres identified as Parcel 8b on Exhibit C,

2) the County shall convey to the Port approximately 9 acres identified as Parcel 6 on Exhibit C, subject to the following conditions

(a) Any covenants of the Forward Thrust Bonds attached to the property described in Exhibit C Parcel 6 shall be transferred from that property to the property described in Exhibit C Parcel 8b, which property has equivalent value as a public park. The covenants shall remain attached to the property of Exhibit C Parcel 8b as required by the Bonds

(b) That portion of Exhibit C identified as Parcel 6 shall not be developed by the Port prior to January 1, 1992. Thereafter, the Port may develop Parcel 6 consistent with applicable zoning and other land use and environmental laws and regulations

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Vertical text on the right margin, possibly a page number or reference code.

North SeaTac Park

(c) Except as mutually agreed upon, the County and the Port shall make their best efforts to have legally removed any encumbrances to the titles of any property in parcels conveyed. This shall include utility encumbrances unless they provide service to the property.

4 The City agrees to vacate all city roads located in Parcels 1 through 5 described in Exhibits B, and to convey those roads to the Port. These vacations are assumed for purposes of calculating all acreage of parcels in Exhibit B.

5 With the advice and consent of the City and immediately after execution of the leases described in paragraph 2 for property described in Exhibit B Parcels 1 and 2 the County shall design and develop the leased property and Parcel 4 as a public park. The development shall be integrated with the park development produced under the Phase I Agreement. The parties intend that the design and development costs will not exceed the payments of the parties as reported in Paragraph 16 below.

To ensure the project costs stay within the total budget established in paragraph 16 below, the County as design and construction contract administrator, is empowered by this agreement to take whatever measures are necessary, including but not limited to project scope reduction, design contract amendments, and construction contract deductive change orders. Nothing in the City's advice and consent rights established in this paragraph may interfere with or constrain the County's rights to take actions necessary to stay within budget.

6 On or about January 1, 1994, the County shall convey to the City by deed Sunset Park, as described in Exhibit B Parcel 4, the deed shall contain all reservations of record known to the County and specific covenants pertaining to use and assessment of fees as described below in this paragraph. The City shall assume full ownership and maintenance responsibility. Within thirty (30) days after the County takes beneficial occupancy for the park improvements made to property, described in Exhibits B Parcels 1, 2 and 4 from the construction contractor, the County shall convey ownership of the park improvements to the City. The City shall operate and maintain the park, including costs attendant thereto. Any fees charged by the City for use of the park property and improvements shall be uniform for City and County residents.

a) The County and City agree there will be a transition period from January 1, 1991 through December 31, 1995 to avoid disruption of service to the public who use the athletic fields at Sunset Park. The County agrees, during the first three years of the transition period, to continue to schedule organized athletics at the park. The City agrees during the last two years of the transition period, to the following scheduled field use for County organized athletics once the City assumes full ownership of the property: for 14 weeks beginning the first week in May and ending after the first week in August on Monday through Thursday evenings for double header games for a total of 8 games per week and 112 games per season. From January 1, 1991 through December 31, 1993, the revenues from the field usage will accrue to the County and from January 1, 1994 the revenues from the field usage will accrue to the City. By mutual agreement of the City and County, the above schedule may be altered to meet changed conditions including future annexations and incorporations.

North SeaTac Park

7 The City and the County, by separate agreement, may agree to have the County participate in programs at the park

8 Neither the County nor the City shall erect any structures or allow the growth of natural objects on the Northern Property that would constitute an obstruction to air navigation. For purposes of this paragraph, the County and City agree that no structure or growth shall be permitted that does not conform with Title 14 Code of Federal Regulations, Part 77

9 The City shall prohibit any activity on the property which would interfere with or be a hazard to the flight of aircraft over the property or interfere with air navigation and communication facilities serving the Airport

10 The parties shall comply with any regulations imposed by the FAA respecting the property

11 In developing the park the City and the County shall conform with the 1983 California Department of Aeronautics study and the FAA's safety guidelines governing the kinds of facilities and uses recommended near airport runways. In particular, facilities and events that attract large assemblies of people will be prohibited

12 The Port shall reserve for itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Northern Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing or taking off from operation on the Airport. The County and City agree the Northern Property shall be subject to a permanent and nonexclusive easement for the free and unobstructed use and passage of all types of aircraft (as hereinafter defined) through the airspace over or in the vicinity of the Northern Property with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Said easement shall be appurtenant to and for the benefit of the Airport, including any additions thereto wherever located, hereinafter made by the Port or its successors and assigns and for the benefit of the Port, its successors and assigns, guests and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport. Said easement and burden, together with all things which may be alleged to be incident to or to result from the use and enjoyment of said easement including but not limited to, noise, vibrations, fumes, deposits of dust or other particulate matter (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other things which may be alleged to be incident to or to result from the normal operation or control of aircraft over or in the vicinity of the Northern Property or in landing at or taking off from the Airport, shall constitute permanent burdens on the Northern Property. The burdens and conditions described within this easement shall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said real property. The County and City furthermore waive all damages and claims for damages against the Port caused or alleged to be caused by or incidental to the normal operation or control of aircraft over or in the vicinity of the Northern Property or in landing or taking off from the Airport. As used herein, the term "aircraft" shall mean any and all types of aircraft whether now in existence or hereinafter manufactured and

North SeaTac Park

developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting person or property through the air

13 Indemnification In executing this agreement, no party assumes liability or responsibility for or in any way releases any other party from any liability or responsibility which arises in whole or in part from the existence, validity or effect of that party's ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the party whose ordinances, rules or regulations are the cause of action shall defend the other parties at its sole expense and if judgment is entered or damages are awarded against any party, the responsible party shall satisfy the same, including all chargeable costs and attorney's fees

Each party shall indemnify and hold harmless the other parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the party's own officers, agents, and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party or parties, the party or parties whose action or omissions gave rise to the claim shall defend all parties at the party's or parties' sole cost and expense, and if final judgment be rendered against the other parties and their officers, agents, and employees or jointly the parties and their respective officers, agents, and employees, the parties whose actions or omissions gave rise to the claim shall satisfy the same

14 The County shall enter into a binding contract for the perimeter development of the park no later than eight months after the City consents to the program and design decisions necessary for the design consultant to prepare construction drawings. The date for the County to enter into the contract is projected to be July 1, 1992. The County shall use its best efforts to complete the perimeter development within 18 months from the start of construction. The perimeter development shall include trails, landscaping and access roads

15 The County shall enter into a binding contract for the development of the park core no later than eight months after the City consents to the program and design decisions necessary for the design consultant to prepare construction drawings. The date for the County to enter into the contract is projected to be July 1, 1993. The County shall use its best efforts to complete the park core within 36 months from the start of construction. The park core improvements shall include sports fields, comfort stations, play areas, landscaping, trails, paths and parking

16 The parties shall pay the following amounts which constitute the total budget for the design, construction and all related project management, administrative and overhead costs attendant to the development of the park

Port	\$3,000,000
City	2,600,000
County	2,600,000

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The Port, within 30 days of presentation of project expenditure documentation, shall reimburse the County, up to a total of \$3,000,000. The County will secure appropriation authority for the total payments of \$8,200,000, including the Port funds, and the City and County funds from the proceeds of the Open Space Bond sales as noted in King County Ordinance 9071. The City hereby authorizes the County to manage the bond proceeds identified for the City for the park. Allowable expenditures from the total payment are those routinely allowed for County capital projects, including but not limited to project management and general overhead, design, demolition, construction, contingency reserve.

If six months after the County's final acceptance of the completed park construction project, the County has not requested from the Port reimbursement for costs totalling the \$3,000,000 allocated, the Port's obligation for reimbursement shall be deemed satisfied at the level of the total reimbursement requested and all residual funds are then released, provided that nothing in this paragraph constrains the City and County from invoking the terms of Phase I, paragraph 15 (Attachment A) regarding utilization of savings.

If six months after the County's final acceptance of the completed park construction project, the County, as manager of its own and the City's Open Space Bond proceeds, has not expended or encumbered an amount totalling \$5,200,000 the County and City's obligations to the project shall be deemed satisfied at the level of the expenditures plus encumbrances and all residual funds are then released to be reprogrammed through the standard procedures established for unsued portions of Open Space Bond funds.

17 It is the intent of the parties to design and develop a park that qualifies for use of Open Space Bond funds. The County's obligation in this agreement as they relate to the City are specifically conditioned on the availability of Open Space Bond funds. Should the City using its authority under paragraphs 5 and 6, above, consent only to a design that precludes use of Open Space Bond funds, this agreement shall terminate and the County have no residual obligation for payment or for project management as set forth in this agreement. The parties will immediately use their best efforts to negotiate an agreement that will insure the development and use of the land described in Exhibit B for public park and recreation purposes.

18 The Port hereby authorizes its Chief Executive Officer, the County hereby authorizes the County Executive and the City hereby authorizes its City Manager to negotiate quit claim deeds incorporating the terms of this Agreement, and to execute the same. The deeds shall be exchanged by the parties in a timely manner for property per the terms of this Agreement.

19 This Agreement shall be and continue in full force and effect, and shall be and continue to be binding upon the parties upon execution of this Agreement.

20 No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

21 This Agreement shall not be amended or modified except in writing, signed by all parties.

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North SeaTac Park

22 This Agreement shall be governed by the laws of the State of Washington

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

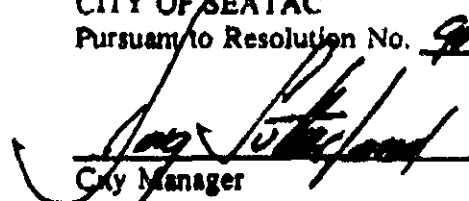
KING COUNTY
Pursuant to Motion No _____

King County Executive

Approved as to Form


By _____
Deputy Prosecuting Attorney

CITY OF SEATAC
Pursuant to Resolution No. 99-149



City Manager

Approved as to Form

By 

City Attorney

PORT OF SEATTLE
Pursuant to Ordinance No _____

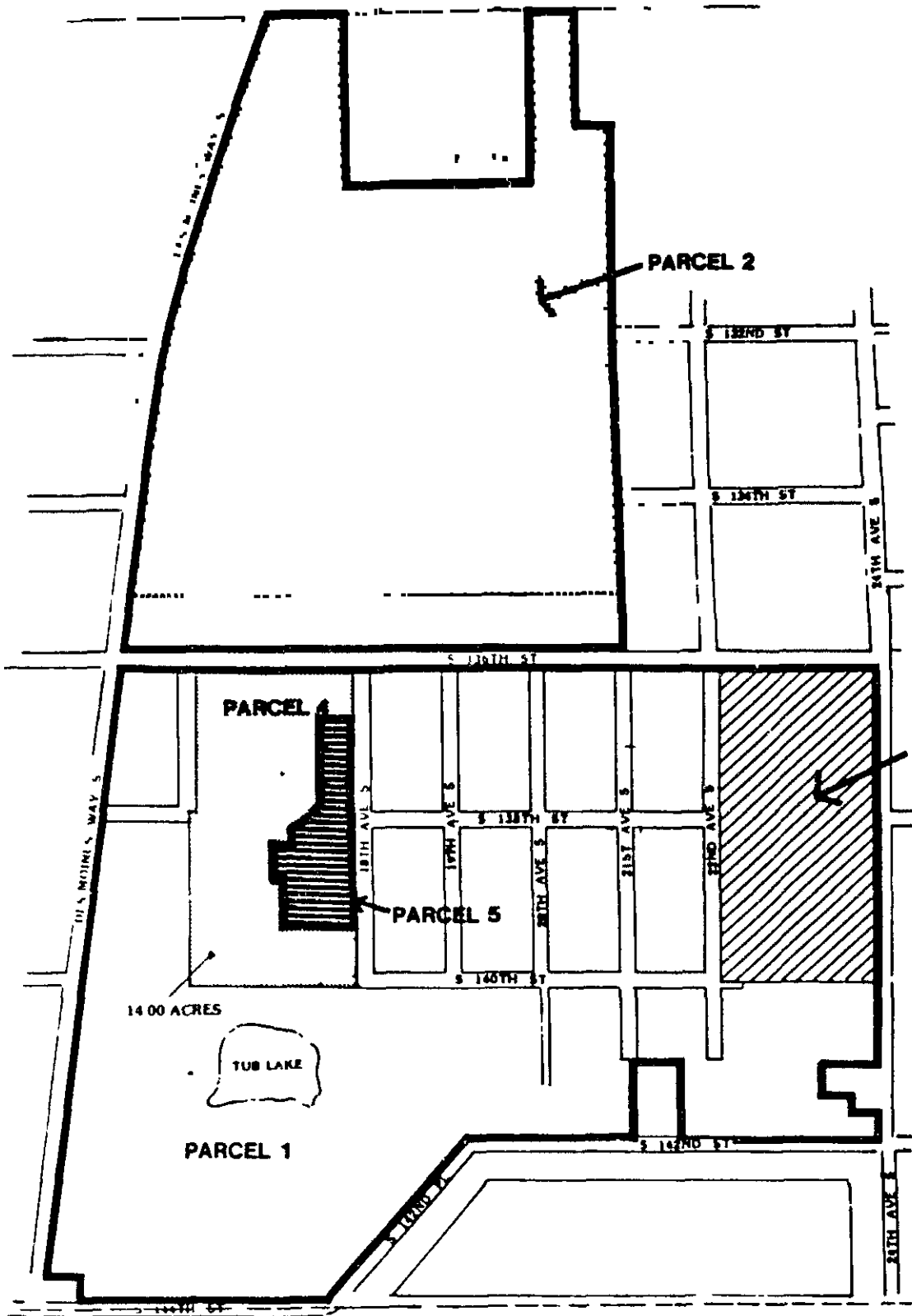
Chief Executive Officer

Approved as to Form

General Counsel

notice, it is due to the quality of the original document.

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NORTH SEA-TAC PARK

— PARK AREA
ESTIMATED PARK ACREAGE = 226 ACRES












-  PARCEL 1 PORT LAND TO BE LEASED FOR PARK PURPOSES 125 ACRES
-  PARCEL 2 80 ACRES PORT LAND TO GO TO KING COUNTY IF V.A. CEMETERY APPROVED
-  PARCEL 3 18 ACRE SITE FOR SEATAC COMMUNITY CENTER
-  PARCEL 4 SUNSET PARK - LAND TO BE CONVEYED TO CITY OF SEA TAC 14 ACRES
-  PARCEL 5 SHOP LAND KING COUNTY WILL KEEP 4 ACRES

EXHIBIT B

Notice, it is due to the quality of the original document.

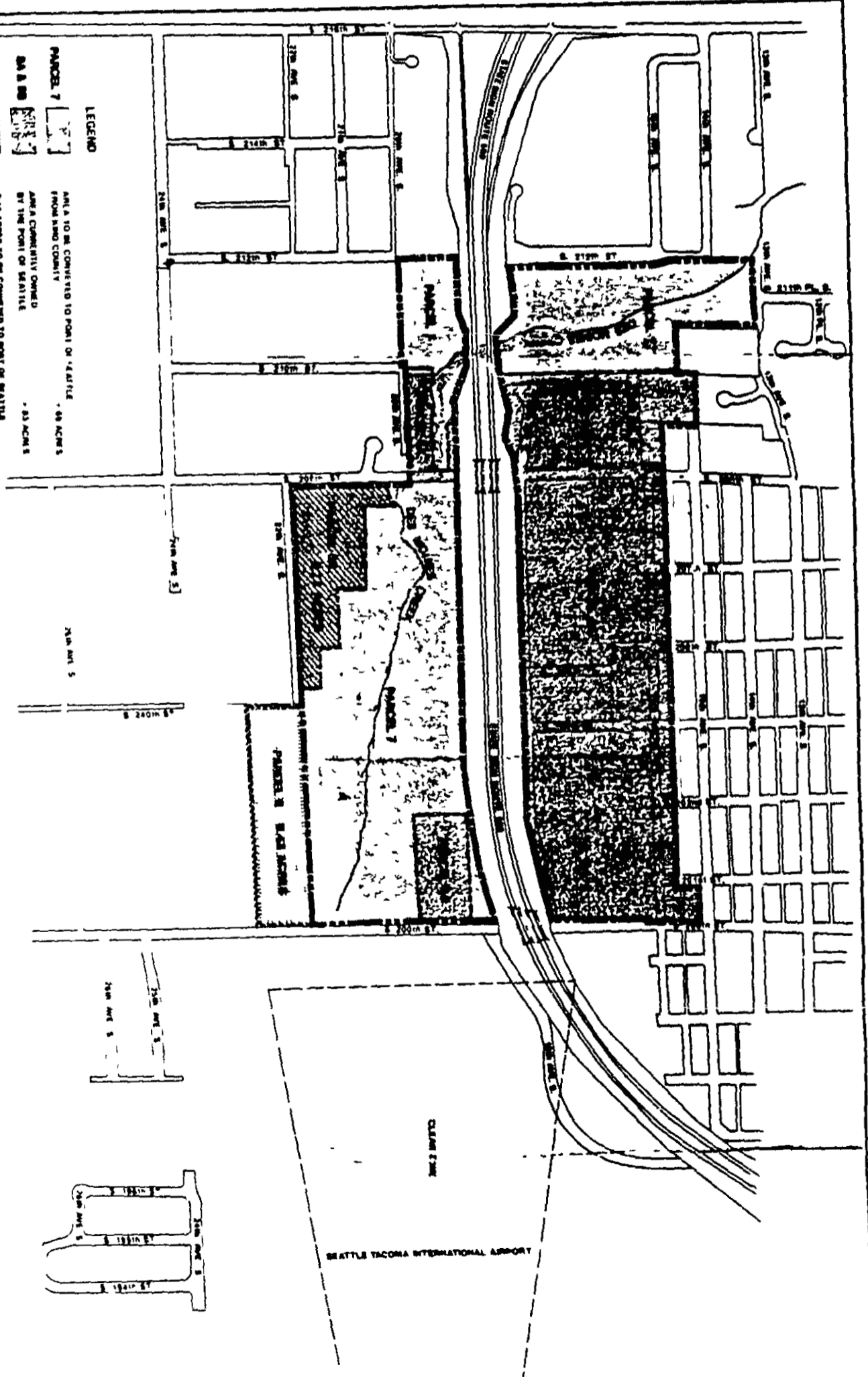
CALL 48 HOURS
BEFORE YOU GO
1-800-424-5555

- LEGEND**
-  AREA TO BE CONVERTED TO PORT OF SEATTLE FROM KING COUNTY - 49 ACRES
 -  AREA CURRENTLY OWNED BY THE PORT OF SEATTLE - 23 ACRES
 -  8.43 ACRES TO BE CONVERTED TO PORT OF SEATTLE FROM KING COUNTY
 -  6.21 ACRES OF PORT OF SEATTLE OWNED LAND TO BE CONVERTED TO KING COUNTY

SOUTH PROPERTY
NO SCALE



EXHIBIT C



Parcel	Area (Acres)	Conversion Status
Parcel 7	49	Area to be converted to Port of Seattle from King County
Parcel 8	23	Area currently owned by the Port of Seattle
Parcel 9	8.43	Area to be converted to Port of Seattle from King County
Parcel 10	6.21	Area of Port of Seattle owned land to be converted to King County

SEA-TAC INTERNATIONAL
COMMUNITY DEVELOPMENT AREA
PROPOSED ARE

**PHASE II AGREEMENT RELATING TO THE DEVELOPMENT
OF NORTH SEATAC PARK**

THIS AGREEMENT is entered into this 9th day of July, 1990 by and among the Port of Seattle, a Washington municipal corporation (hereinafter referred to as the "Port"), the City of SeaTac, a municipal corporation of the State of Washington (hereinafter referred to as the "City"), and King County, a home rule charter county, a political subdivision of the State of Washington (hereinafter referred to as the "County")

WHEREAS, the Port is the owner of certain real property located to the north of Sea-Tac International Airport ("Northern Property"), and

WHEREAS, the Northern Property is located in that area of the County newly incorporated as the City of SeaTac, and

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WHEREAS, the Northern Property has been dedicated for such park use by the Port since 1976, and the 1977 Highline Community Plan and the 1989 Sea-Tac Community Plan-Update designate the area for park and recreation, and

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NOW, THEREFORE, the City, the County and the Port agree as follows

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2 Within thirty (30) days after the execution of this Agreement, the City and Port shall execute leases for the Northern Property as follows for approximately 125 acres as described in Exhibit B Parcel 1, for approximately 80 acres north of South 136th Street as described in Exhibit B

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North SeaTac Park

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1) the Port shall convey to the County approximately 80 acres of land as described in Exhibit B Parcel 2 and the lease for property described in Exhibit B Parcel 2 shall be assigned by the Port from the City to the County

2) the County shall, upon completion of the park improvements funded by the Port's contribution as reported in Paragraph 16 below, convey and the City shall accept title to the property, including all covenants, described in Exhibit B Parcel 2 (Parcel 4 is the existing King County Sunset Park Parcel 3 is allocated for the Activity Center under the Phase I Agreement Parcel 5, King County Shops, is excluded from conveyance, provided that the County and City shall review the status of this Parcel no later than July 1, 1995)

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North Sea Tac Park

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North SeaTac Park

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5 With the advice and consent of the City and immediately after execution of the leases described in paragraph 2 for property described in Exhibit B Parcels 1 and 2 the County shall design and develop the leased property and Parcel 4 as a public park. The development shall be integrated with the park development produced under the Phase I Agreement. The parties intend that the design and development costs will not exceed the payments of the parties as reported in Paragraph 16 below.

To ensure the project costs stay within the total budget established in paragraph 16 below, the County as design and construction contract administrator, is empowered by this agreement to take whatever measures are necessary including but not limited to project scope reduction, design contract amendments, and construction contract deductive change orders. Nothing in the City's advice and consent rights established in this paragraph may interfere with or constrain the County's rights to take actions necessary to stay within budget.

6 On or about January 1, 1994, the County shall convey to the City by deed Sunset Park as described in Exhibit B Parcel 4, the deed shall contain all reservations of record known to the County and specific covenants pertaining to use and assessment of fees as described below in this paragraph. The City shall assume full ownership and maintenance responsibility. Within thirty (30) days after the County takes beneficial occupancy for the park improvements made to property, described in Exhibits B Parcels 1, 2 and 4 from the construction contractor, the County shall convey ownership of the park improvements to the City. The City shall operate and maintain the park, including costs attendant thereto. Any fees charged by the City for use of the park property and improvements shall be uniform for City and County residents.

a) The County and City agree there will be a transition period from January 1, 1991 through December 31, 1995 to avoid disruption of service to the public who use the athletic fields at Sunset Park. The County agrees, during the first three years of the transition period, to continue to schedule organized athletics at the park. The City agrees during the last two years of the transition period, to the following scheduled field use for County organized athletics once the City assumes full ownership of the property: for 14 weeks beginning the first week in May and ending after the first week in August on Monday through Thursday evenings for double header games, for a total of 8 games per week and 112 games per season. From January 1, 1991 through December 31, 1993, the revenues from the field useage will accrue to the County and from January 1, 1994 the revenues from the field useage will accrue to the City. By mutual agreement of the City and County, the above schedule may be altered to meet changed conditions including future annexations and incorporations.

North SeaTac Park

7 The City and the County, by separate agreement, may agree to have the County participate in programs at the park.

8 Neither the County nor the City shall erect any structures or allow the growth of natural objects on the Northern Property that would constitute an obstruction to air navigation. For purposes of this paragraph, the County and City agree that no structure or growth shall be permitted that does not conform with Title 14 Code of Federal Regulations, Part 77.

9 The City shall prohibit any activity on the property which would interfere with or be a hazard to the flight of aircraft over the property or interfere with air navigation and communication facilities serving the Airport.

10 The parties shall comply with any regulations imposed by the FAA respecting the property.

11 In developing the park, the City and the County shall conform with the 1983 California Department of Aeronautics study and the FAA's safety guidelines governing the kinds of facilities and uses recommended near airport runways. In particular, facilities and events that attract large assemblies of people will be prohibited.

12 The Port shall reserve for itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Northern Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing or taking off from operation on the Airport. The County and City agree the Northern Property shall be subject to a permanent and nonexclusive easement for the free and unobstructed use and passage of all types of aircraft (as hereinafter defined) through the airspace over or in the vicinity of the Northern Property with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Said easement shall be appurtenant to and for the benefit of the Airport, including any additions thereto wherever located, hereinafter made by the Port or its successors and assigns and for the benefit of the Port its successors and assigns, guests and invitees, including any and all persons, firms, or corporations operating aircraft to or from the Airport. Said easement and burden, together with all things which may be alleged to be incident to or to result from the use and enjoyment of said easement, including, but not limited to, noise, vibrations, fumes, deposits of dust or other particulate matter (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other things which may be alleged to be incident to or to result from the normal operation or control of aircraft over or in the vicinity of the Northern Property or in landing at or taking off from the Airport, shall constitute permanent burdens on the Northern Property. The burdens and conditions described within this easement shall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said real property. The County and City furthermore waive all damages and claims for damages against the Port caused or alleged to be caused by or incidental to the normal operation or control of aircraft over or in the vicinity of the Northern Property or in landing or taking off from the Airport. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereinafter manufactured and

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North SeaTac Park

developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters, and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting person or property through the air

13 Indemnification In executing this agreement, no party assumes liability or responsibility for or in any way releases any other party from any liability or responsibility which arises in whole or in part from the existence, validity or effect of that party's ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the party whose ordinances, rules or regulations are the cause of action shall defend the other parties at its sole expense and if judgment is entered or damages are awarded against any party, the responsible party shall satisfy the same, including all chargeable costs and attorney's fees

Each party shall indemnify and hold harmless the other parties and their officers, agents, and employees, or any of them, from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the party's own officers, agents and employees in performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against a party or parties, the party or parties whose action or omissions gave rise to the claim shall defend all parties at the party's or parties' sole cost and expense, and if final judgment be rendered against the other parties and their officers, agents, and employees or jointly the parties and their respective officers, agents, and employees, the parties whose actions or omissions gave rise to the claim shall satisfy the same

14 The County shall enter into a binding contract for the perimeter development of the park no later than eight months after the City consents to the program and design decisions necessary for the design consultant to prepare construction drawings. The date for the County to enter into the contract is projected to be July 1, 1992. The County shall use its best efforts to complete the perimeter development within 18 months from the start of construction. The perimeter development shall include trails, landscaping and access roads

15 The County shall enter into a binding contract for the development of the park core no later than eight months after the City consents to the program and design decisions necessary for the design consultant to prepare construction drawings. The date for the County to enter into the contract is projected to be July 1, 1993. The County shall use its best efforts to complete the park core within 36 months from the start of construction. The park core improvements shall include sports fields, comfort stations, play areas, landscaping, trails, paths and parking

16 The parties shall pay the following amounts which constitute the total budget for the design, construction and all related project management, administrative and overhead costs attendant to the development of the park

Port	\$3,000,000
City	2,600,000
County	2,600,000

North SeaTac Park

The Port, within 30 days of presentation of project expenditure documentation, shall reimburse the County, up to a total of \$3,000,000. The County will secure appropriation authority for the total payments of \$8,200,000, including the Port funds, and the City and County funds from the proceeds of the Open Space Bond sales as noted in King County Ordinance 9071. The City hereby authorizes the County to manage the bond proceeds identified for the City for the park. Allowable expenditures from the total payment are those routinely allowed for County capital projects, including but not limited to project management and general overhead, design, demolition, construction, contingency reserve.

If six months after the County's final acceptance of the completed park construction project, the County has not requested from the Port reimbursement for costs totalling the \$3,000,000 allocated, the Port's obligation for reimbursement shall be deemed satisfied at the level of the total reimbursement requested and all residual funds are then released, provided that nothing in this paragraph constrains the City and County from invoking the terms of Phase I, paragraph 15 (Attachment A) regarding utilization of savings.

If six months after the County's final acceptance of the completed park construction project, the County as manager of its own and the City's Open Space Bond proceeds, has not expended or encumbered an amount totalling \$5,200,000 the County and City's obligations to the project shall be deemed satisfied at the level of the expenditures plus encumbrances and all residual funds are then released to be reprogrammed through the standard procedures established for unused portions of Open Space Bond funds.

17 It is the intent of the parties to design and develop a park that qualifies for use of Open Space Bond funds. The County's obligation in this agreement as they relate to the City are specifically conditioned on the availability of Open Space Bond funds. Should the City using its authority under paragraphs 5 and 6, above, consent only to a design that precludes use of Open Space Bond funds, this agreement shall terminate and the County have no residual obligation for payment or for project management as set forth in this agreement. The parties will immediately use their best efforts to negotiate an agreement that will insure the development and use of the land described in Exhibit B for public park and recreation purposes.

18 The Port hereby authorizes its Chief Executive Officer, the County hereby authorizes the County Executive and the City hereby authorizes its City Manager to negotiate quit claim deeds incorporating the terms of this Agreement, and to execute the same. The deeds shall be exchanged by the parties in a timely manner for property per the terms of this Agreement.

19 This Agreement shall be and continue in full force and effect, and shall be and continue to be binding upon the parties upon execution of this Agreement.

20 No waiver by either party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, or a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

21 This Agreement shall not be amended or modified except in writing, signed by all parties.

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North SeaTac Park

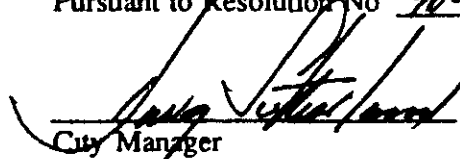
22 This Agreement shall be governed by the laws of the State of Washington


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

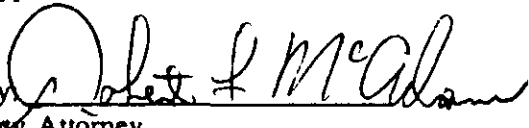
KING COUNTY
Pursuant to Motion No 9744

CITY OF SEATAC
Pursuant to Resolution No 90-149

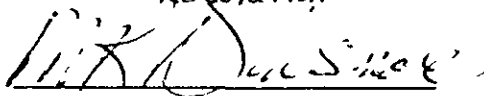

King County Executive
JESUS SANCHEZ
KING COUNTY EXECUTIVE
Approved as to Form


City Manager

By 
Deputy Prosecuting Attorney

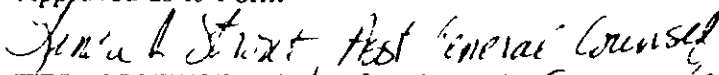
Approved as to Form
By 
City Attorney

PORT OF SEATTLE
Pursuant to ~~Ordinance~~ No 3080
~~Resolution~~


~~Chief Executive Officer~~

M R DINSMORE
CHIEF OPERATING OFFICER

Approved as to Form


General Counsel Keith Stewart
Keith Stewart, General Counsel
7-17-91

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May 16, 1991

Jack Block, President
Port of Seattle Commission
P. O. Box 1209
Seattle, Washington 98111

Dear Commissioner Block:

I will be unable to attend the Port Commission Special Meeting of May 28, 1991. However, I am familiar with Resolution No. 3081 authorizing the Chief Executive Officer to execute an Interlocal Agreement with the City of Seattle to jointly issue a Request for Proposal for an 800 MHZ radio system.

I consent to Resolution No. 3081 being placed on second reading and final passage

Please enter this consent in the official minutes of the meeting.

Sincerely,

Paul Schell
Paul Schell
Port Commissioner

rs

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MAY 24 1991

Seattle-Tacoma
International Airport
PO Box 68727
Seattle WA 98168 U.S.A
TELEX 03433
FAX (206) 431-9912

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