



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 KING COUNTY - BELLEVUE AIRFIELD PARK

File Location

Vendor Name

Document Type: Interlocal New

Vendor Name: KING COUNTY - BELLEVUE AIRFIELD PARK

PO# Location: INTRLOC-000

Effect Date: 03/01/2014

Term Date: 12/31/2014

CR#: 51117

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 40306

Description: SPECIAL USE AGREEMENT - BELLEVUE AIRFIELD PARK &
UTILITY POND ACCESS TO THEIR EXISTING EASEMENTS

KC - BELLEVUE AIRFIELD PK
12/31/2014

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2014
\$00176854

Notes:

SPECIAL USE AGREEMENT
Bellevue Airfield Park

This SPECIAL USE AGREEMENT ("Agreement") is dated _____, 2014 ("Effective Date"), and is entered into by and between THE CITY OF BELLEVUE, a Washington municipal corporation (the "City" or "Grantor"), and King County, a political subdivision of the State of Washington, ("County" or "Grantee").

WHEREAS, County desires to enter onto City Property, as described below, for the purpose of re-lining of a corroded sewer line that runs under Bellevue Airfield Park" and "City of Bellevue Utility property" and

WHEREAS, County has permanent easements, County Recording Numbers: 8305050458 that allows for maintenance of their utility line; and

WHEREAS, County desires to perform maintenance on their utility line to insert the liners and cure them. County also desires to temporarily use a portion of the Airfield Park for contractor general laydown, staging, mobilization, and job site trailer. The County will also perform liner insertion and manhole coating within the Airfield Park and Utility property; and

Whereas, the City is willing to grant County's request for access onto the City's property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of mutual benefits, for public use, the City and County agree as follows:

1. Premises/City Property. The City owns real property described in Exhibit A (the "Premises" or "City Property").
2. Permitted Use; Former Land Fill; Access. The City hereby grants County the right to use and occupy a portion of the City Property, an area of approximately 50,000 square feet and as generally depicted on Exhibit A-1, attached hereto and incorporated herein by this reference (the "Approved Area") subject to the terms and conditions of this Agreement, for the limited purposes described in Exhibit B, as it relates to County's Facilities. County's Facilities shall mean Temporary Construction Trailer, County's sewer line system, lines, valves, mains, and appurtenances used to transport sewer, existing as of the date of this agreement or as those components may be modified or improved consistent with the terms of this Agreement.

County understands and agrees that no further work, use, improvements, or alternations shall be made to the Premises. The City may set additional terms as unforeseen conditions may warrant.

3. Access: County shall gain access to the Approved Areas when needed by delivering notice to the City no less than five business days in advance of the requested access. Upon receipt of such notice, the City and County shall cooperate to schedule County's access. County shall not use or store any hazardous materials on the Premises.
4. Former Eastgate Landfill.
- 4.1 County understands that the City purchased the City Property, from the Boeing Corporation, whereby the City Property is subject to certain environmental conditions associated with the former Eastgate Landfill: Environmental Covenant Recording Number 20081202001138, described in Exhibit "C", attached hereto and incorporated herein by this reference (Environmental Covenant). Further, County understands that the City and adjacent property owners are parties to a Reciprocal Easement Agreement for Operation of Landfill Management Systems dated April 4, 2003 and recorded under King County recording number ~~20030404000887~~ 20030404000887. ~~20030404000887~~ 20030404000887. Further, construction of County's sewer renovations occurs in the vicinity of the existing Methane Management Systems. (C)BD
4-10-14
- 4.2 Environmental Covenant Conformance is required. No work is allowed on City Property that is not consistent with the Environmental Covenant and Reciprocal Easement Agreement
5. Prior to Commencing Work. Prior to any work beginning within the City Property, the Approved Area shall be secured and signed to protect public safety and all construction documents for County's project shall have been approved by the City of Bellevue. Such approval is distinguished from any approvals issued by the City in its capacity as reviewing and permitting authority and County acknowledges that execution of this Agreement does not eliminate the need to obtain all necessary permits and approvals from the City. County shall mail courtesy notices of County's work, along with an overview of the County's work schedule, to adjacent property owners a minimum of ten business days prior to work commencing.
6. Non-Exclusive Access. This Agreement shall not be deemed or construed to grant County an exclusive right to access or occupy the City Property or any part thereof. Nothing in this Agreement prohibits the City from entering into other agreements with other public or private entities or entering into any other agreements with respect to the City Property. Other than authorizing the access and uses specified herein, this Agreement does not constitute the City's approval for issuance of any permits that may be required for County's work as described in Section 10.
7. Term. This Agreement commences on the Effective Date, and expires December 31, 2014. Thereafter, the Agreement may be extended by mutual written agreement for additional 30-day periods, if City is not prepared to move forward with City use, but in no event shall the total Term of the Agreement be extended more than 6 months beyond the Expiration Date. County shall notify City within five business days of work completion.

8. Termination. This Agreement may be terminated by either party with 30 days written notice. Within 30 days of the date of termination, County shall remove all tools, equipment and other personal property; or the City may remove at County's cost after 30 days of the date of termination.
9. Non-disturbance; Ingress/Egress. County and its agents and contractors will use reasonable efforts to minimize any disturbance of, or damage to, the City Property during County's work under this Agreement.
10. Permits; Costs. County shall obtain, at its sole cost, all required permits, including but not limited to any applicable land use permits, for its work on the City Property, and shall pay for all work it does on the City Property. In addition, County shall obtain from any contractor, consultant or third party hired to perform work of any type on the City Property a written waiver of any right to file a lien against the City Property and provide copies to the City.
11. Utility Inspection. City makes no representations and/or warranties in respect to locating any Utilities within City Property. County shall comply with any local, state and federal laws, regarding utility locating, and agrees to obtain information regarding the location and current status of other utility installations or property improvements before starting work. Utility operators and owners of property improvements adjoining or in proximity to the project as described herein, shall be notified by County when such operator's or owner's installation or property improvement is exposed to the possibility of injury or damage through performance of work on the project authorized by this Agreement. County shall make all advance arrangements necessary to protect such utility installation or property improvement from injury or damage.
12. Restoration. After any construction by County or its agents, County will return the City's property to equal or better than its original condition, or to a condition satisfactory to the City by repairing any damage done to the City's property, including but not limited to: slopes, shrubbery, landscaping, fencing, roadway, locks or structures.
13. Repair of Damage. In the event that damage of any kind is caused by County in the course of performing work authorized by this Agreement, County shall immediately notify the City of such damage. After receiving the City's approval of any proposed repairs, County will repair said damage at its sole expense. Such repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the City. If the City determines it is necessary, the City may accomplish the work and charge all repair costs to County.
14. No Cost to City. City shall bear no cost or expense whatsoever in connection with County's activities or use of the City Property for County's activities.

15. County Conduct Activities. County shall at all times conduct its activities on City Property so as not to endanger the City's operations, facilities, and/or public. County acknowledges that the balance of the City Property outside of the Approved Area will be open to the public during construction.
16. Tools, Equipment & Other Property. All tools, equipment, and other property taken upon or placed upon the City Property by County or its agents shall remain the property of County and must be removed immediately upon the expiration of this Agreement. County shall at all times be responsible for safely securing all tools, equipment and other property it places on the City Property. In addition, the City shall not be responsible for the loss, theft or damage of any kind to equipment, tools or other County personal property used on the Premises by County.
17. City's Right to Patrol. City shall have the right at its sole discretion to patrol and police the Approved Area during the period of this Agreement. County further agrees to permit City inspectors to be present during the period of this Agreement, if applicable.
18. Utility Coordination. County agrees to obtain information regarding the location and current status of other utility installations or property improvements before starting work. Utility operators and owners of property improvements adjoining or in proximity to the project as described herein, shall be notified by County when such operator's or owner's installation or property improvement is exposed to the possibility of injury or damage through performance of work on the project authorized by this Agreement. County shall make all advance arrangements necessary to protect such utility installation or property improvement from injury or damage.
19. Waiver of Liability. The City makes no guarantees, warranties or representations as to the safety or suitability of the City Property for the uses authorized under this Agreement. The City shall have no liability, whatsoever, including but not limited to special, incidental or consequential damages, for any loss or liabilities resulting from use of the City Property pursuant to this Agreement except for claims of gross negligence or malfeasance on the part of the City. The City's sole obligation and liability otherwise is to allow termination of this Agreement. The County assumes all risks of working in an old landfill with an active methane extraction system.
20. No Assignment. Neither the Agreement nor any of the rights or obligations of County arising under the Agreement may be assigned without the City's prior written consent. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.
21. Stop Work Orders. County agrees to abide by all terms and conditions of any Stop Work Order or any other order posted by the City. A Stop Work or other order may be posted on the City Property whenever the City deems it has reason to believe a violation of any permit has or is about to occur, or that conditions exist that may constitute a hazard to

persons or property. After posting a Stop Work Order, the City will allow work to continue under this Agreement only when the City determines the issues have been resolved.

22. Reports. County agrees to provide to the City, at no cost to the City, copies of all reports and all other information it obtains from its activities on the City Property.
23. One-Call. The County shall continuously be a member of the State of Washington "one-call" locator service (RCW 19.122), or approved equivalent, and shall comply with all such applicable rules and regulations.
24. General Provisions.

24.1 General Indemnification. Except for environmental matters, which are covered by a separate indemnification in Section 24.3 below, County shall indemnify, defend, and hold harmless the City, its agents, officers, or employees, from any and all liability, loss, damage, cost, expense, and claim whatsoever, whether at law or in equity, arising out of or in any way related to, directly or indirectly, the County's use of the City Property contemplated under this Agreement. If any action or proceeding is brought against the City by reason of personal injury or damage to the Premises or to the City's methane extraction system or its appurtenant Facilities, County shall defend the City at County's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall be approved by the City, which approval shall not be unreasonably withheld.

24.2 Environmental Laws. Environmental Laws shall include the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1257 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Washington Hazardous Waste Management Act, Chapter 70.105 RCW; and the Washington Model Toxics Control Act, Chapter 70.105D RCW, all as amended from time to time or any other valid and applicable federal, state, or local statute, code, or ordinance, or valid and applicable federal or state administrative rule, regulations, ordinance, order, decree, or other valid and applicable governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.

24.3 Environmental Indemnification. County shall indemnify, defend, and hold harmless the City, its agents, officers, or employees from and against any and all liability, loss, damage, expense, actions, and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising from (a) County's violation of any Environmental Laws applicable to the Premises or (b) from any release of a

Hazardous Substance on or from the Premises. This indemnity includes but is not limited to (a) liability for a governmental agency's costs of removal or remedial action for Hazardous Substances; (b) damages to natural resources caused by Hazardous Substances, including the reasonable costs of assessing such damages; (c) liability for any other person's costs of responding to Hazardous Substances; (d) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws; and (e) liability for personal injury, property damage, or economic loss arising under any statutory or common-law theory.

- 24.4 County agrees that its obligations under this Section 24 extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 24.5 Insurance. County is self-insured. County shall procure and maintain a program of liability insurance or self-insurance as its Risk Management Department determines is necessary to protect County's business and its activities on the premises.
- 24.6 Anti-Discrimination. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of race, color, ancestry, religion, national origin, age, sex, sexual orientation, marital status or the presence of any sensory, mental or physical handicap in an otherwise qualified handicapped person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 24.7 Other Applicable Laws. County shall comply with all applicable Federal, State, County and local laws and ordinances. This Agreement does not in any way relieve County from complying with any other applicable laws in performing the work subject to this Agreement.
- 24.8 Title. This Agreement grants only the limited right to use part of the City's interest in the City Property. This Agreement is not a warranty that good title to any specific property is vested in the City.

24.9 Notices. All notices required under this Agreement shall be deemed sufficient if sent in writing by US Mail or by electronic mail. All notices shall be delivered to the following addresses or to any other or additional addresses as may be specified from time to time by notice to either party. Notices shall be deemed received on the day sent electronically or 3 business days after placed into the US Mail:

To the CITY:

Parks Program Manager
Bellevue Parks & Community Services
Bellevue, WA 98009
PO Box 90012
Bellevue, WA 98009-9012

currently, Lorrie Peterson
lpeterson@bellevuewa.gov
425-452-4355

Senior Engineer Tech
Bellevue Utility Department
Bellevue, WA 98009
PO box 90012
Bellevue, WA 98009-9012

currently, John Ramshur
jramshur@bellevuewa.gov
425-452-2921

To COUNTY:

County
Regulatory Compliance and Land Acquisition Services
Wastewater Treatment Division.
201 S. Jackson Street
Suite 0512
Seattle, WA 98104

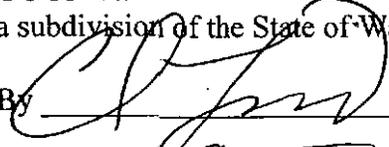
currently Christopher Dew
Chris.Dew@kingCounty.gov
206-263-6179

25. Binding: This Agreement shall be binding upon the respective parties' successors and assigns.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated above.

COUNTY

a subdivision of the State of Washington

By:  _____

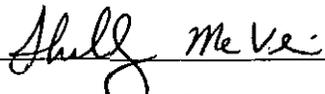
Printed Name: Chris Townsend

Title: Section Manager

Approved as to Form:

By: _____

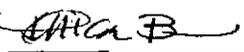
CITY OF BELLEVUE

By:  _____

Printed Name: Shelley McVein

Title: Deputy Director

Approved as to Form:

By:  _____

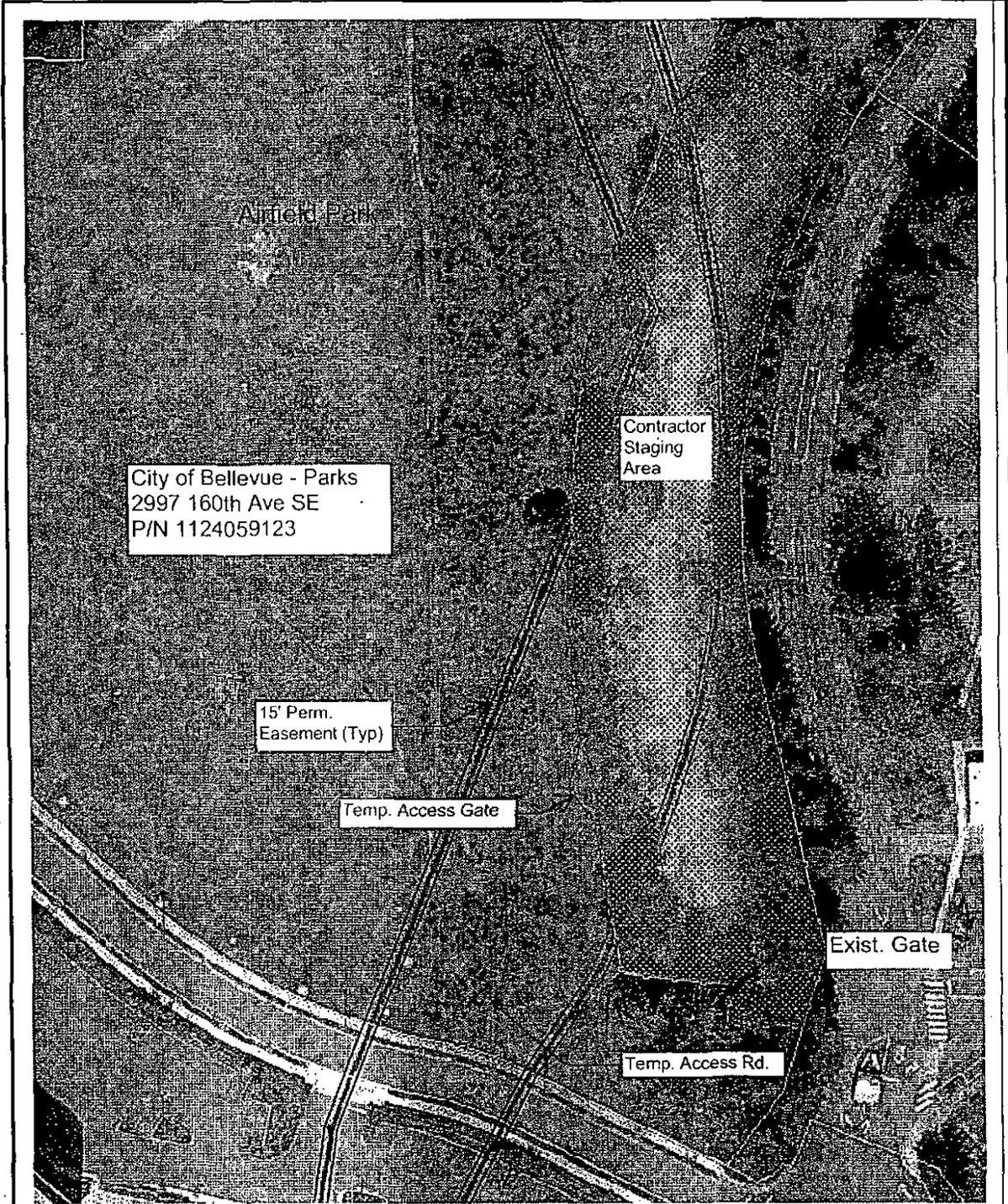
Assistant City Attorney

EXHIBIT A

"PARCEL 5" (PARK SITE) BELLEVUE BOUNDARY LINE ADJUST NO. 02-149004 LW REC NUMBER 20030305900019 - BEING A POR OF STR 11-24-05 LY NLY OF PSH NO 2 & WLY OF 158TH AVE SE & WLY OF 161ST LESS NW 1/4 OF 1/4 11-24-05 LY WLY & NLY OF FOLG DESC LN BEG AT NE COR OF SE 1/4 OF NW 1/4 OF NE 1/4 TH S88-37-31 E 416.40FT TH S 01-27-57 W 430.00 FT TH S 01-27-57 E 116.64 & TERM OF DESC LN

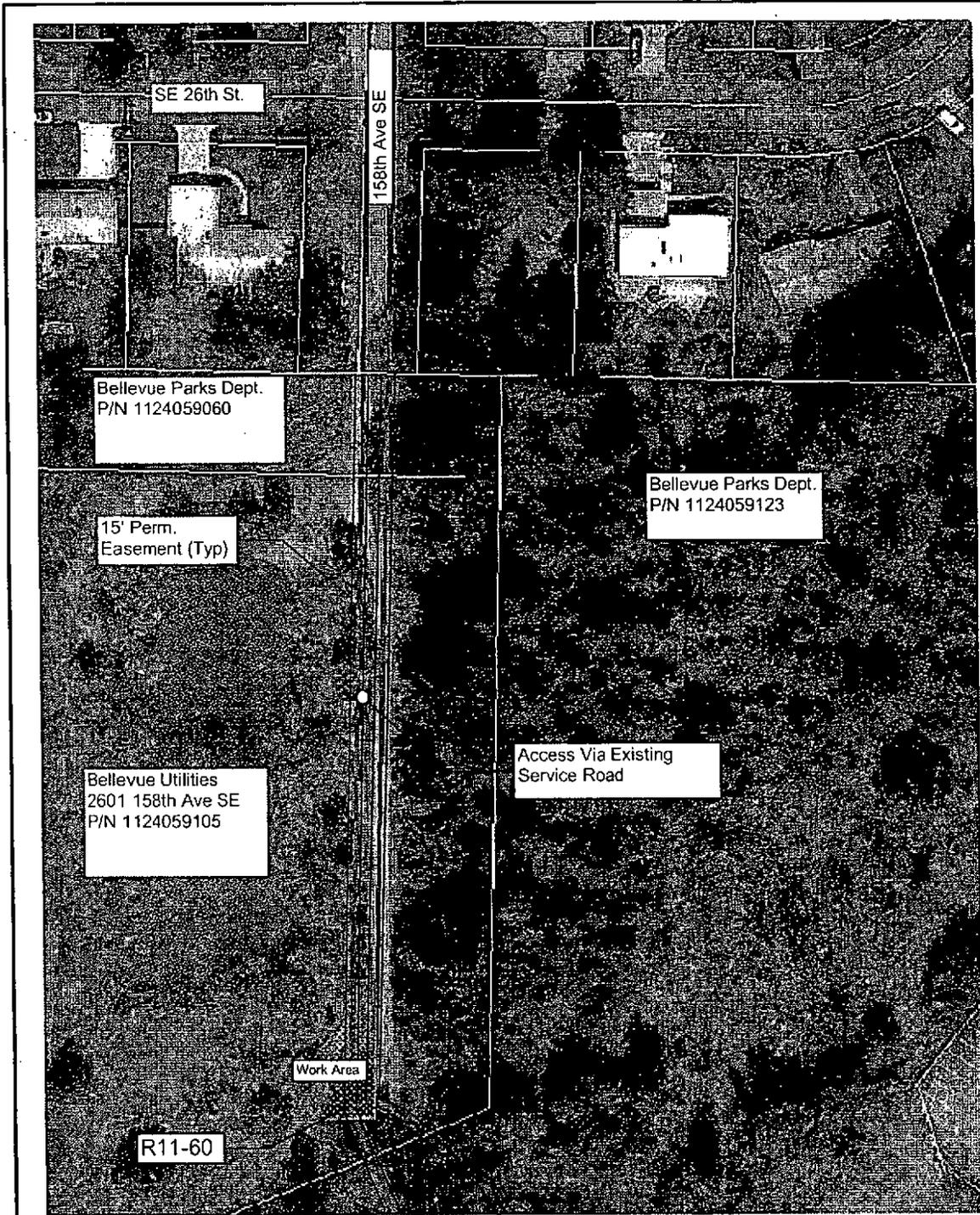
Exhibit A-1
King County Maps P-1 & P-2 dated October 2013

County to attach



BORDER FILE EDITION: KCW1D-2012-Asize-TB-Border
 X:\projects\13-1120695 H2S Lining Project Phase II\Right-of-Way Exhibits\13-1120695xTB-R.dwg | Layout: Model
 PLOTTED: Oct 09, 2013-10:55:09am By nkrham
 XREFS:
 IMAGES:

DESIGNED/DRAWN: BRI		SCALE AS NOTED	 King County	DEPARTMENT OF NATURAL RESOURCES & PARKS WASTEWATER TREATMENT DIVISION EASTGATE INTERCEPTOR REHABILITATION PHASE II Exhibit P-1		DCN:
PROJECT ENGINEER: B. ISAAC				DATE: OCTOBER 2013		
DESIGN APPROVAL: R. BROWNE		FACILITY NUMBER		PROJECT FILE NO: 13-1120695		
PROJECT ACCEPTANCE: C. FLEET		CONTRACT NO		DRAWING NO		
				SH1 NO / TOTAL / REV NO / 6 / 0		



BORDER FILE EDITION: KCWTD-2012-Asize-1B-Border
 X:\projects\13-1120695 H2S Lining Project Phase II\Right-of-Way Exhibits\13-1120695xTB-R.dwg | Layout: Model
 PLOTTED: Oct 09, 2013-10:53:09am By nkham
 XREFS:
 IMAGES:

DESIGNED/DRAWN BRI		SCALE AS NOTED	 King County	DEPARTMENT OF NATURAL RESOURCES & PARKS WASTEWATER TREATMENT DIVISION EASTGATE INTERCEPTOR REHABILITATION PHASE II Exhibit P-2		DCN:
PROJECT ENGINEER B. ISAAC		DESIGN APPROVAL R. BROWNE		DATE: OCTOBER 2013		
PROJECT ACCEPTANCE C. FLEET		FACILITY NUMBER:		PROJECT FILE NO 13-1120695		
		CONTRACT NO:		DRAWING NO		
			SHT NO / TOTAL / 6		REV NO 0	

10-2

EXHIBIT B

Description of Site Activities at Airfield Park

- Proposed schedule will be approved in writing and in advance by County and City.
- County shall consult with City of Bellevue Development Services for any applicable permits that may be needed before beginning any work on the site.
- County shall provide written documentation to both Lorrie Peterson and John Ramshur, that any and all permits have been obtained prior to any work commencing on City property.
- County and City will complete an on-site meeting in advance of any work to coordinate access and provide any notifications. Contractor shall then notify Parks & Utilities with no less than two weeks before commencing any work.
- County and their Contractor may each place a job trailer and laydown materials such as bypass piping within the existing paved and fenced area near manhole #R11-61 during the project.
- For vehicles with large turning radii to access the paved and fenced area, the County and their Contractor may need to remove a section of existing fence for access into the existing paved and fenced area near manhole #R11-61. The fencing will be replaced and the County will protect the curb, sidewalk, irrigation, and light poles from damage.
- For normal day-to-day operations, County and their Contractor will access the site via the existing double fence by exiting off SE 30th Place, and traveling to the existing gate. County will protect the curb, sidewalk, irrigation, and light poles from damage. Bypass pumping will occur, at times, 24 hours a day during the Eastgate Interceptor Rehabilitation project.
- Neither County, nor its Contractor shall perform any potholing, trenching, or excavating on the City property.
- County shall obtain a Right of Way Use permit from the City of Bellevue that includes a traffic control plan for the adjacent Shared Access Road, as a number of adjacent businesses are accessed by the road.
- County shall provide City with keys and grant City and its contractor's access to the Approved Area, for purposes of conducting bi-monthly testing of the methane monitoring systems.

- County shall produce a project flyer to assist with public notification of the project. County will distribute flyers.
- County shall keep trails open at all time during work, cone off any work areas on trails as needed, and install "Trail Work Ahead" signs approximately 100; in all directions to notify trial users.
- County to provide a plan to John Ramshur, Senior Engineering Tech for the Utilities Department, 425-452-2921 relating to work and access around Utility Pond and obtain prior written approval from John prior to commencing with any work. Generally the work within the Utility owned parcel shall include:

Liner insertion and manhole coating at this manhole. The activities are as follows:

1. Pre Installation Video Inspection (CCTV) to verify size and length of pipe being lined
2. Pre-installation pipe cleaning with a jet-vac truck.
3. Liner installation from the manhole.
4. Post installation CCTV to inspect the installation. Same CCTV as activity 1.
5. Manhole Coating. The manhole will be cleaned, leaks will be grouted, and then the manhole will be coated by hand. Depending on the coating system, the time of activity at the manhole will vary, there may be time of inactivity while grout is curing.

EXHIBIT C

Environmental Covenant Airfield Park

King County Recording Number 20081202001138

+

20030404000877

as referenced in section 4.4.1



20081202001138

LAURA B FANDIN COV 61.00
PAGE 001 OF 020
12/02/2008 14:38
KING COUNTY, WA

After Recording Return to:

State of Washington
Department of Ecology
Northwest Regional Office
Toxics Cleanup Program
3190 160th Ave. SE
Bellevue, WA 98008-5452
Attention: Mark Adams

CB# 42697 DATE 1-12-09 LOG 09-039

Environmental Covenant

Grantors: Advanta I, LLC
City of Bellevue
The Boeing Company

Grantee: State of Washington, Department of Ecology

Legal: Parcels 3, 4, 5, 6, 15 and 16 and Tract A of City of Bellevue BLA No. 03-114869LW, Recording No. 2004071390001; and Parcel 5 of Bellevue BLA No. 02-149004LW, Recording No. 20030305900019

Tax Parcel Nos.: 112405-9127, 112405-9128, 112405-9122, 112405-9129, 112405-9121, 112405-9120, 112405-9137, 112405-9123

Cross Reference: 20021223001529

Advanta I, LLC ("Advanta"), the City of Bellevue ("City"), and The Boeing Company ("Boeing") (hereafter, collectively, "Grantors") hereby bind themselves, their successors and assigns to the land use restrictions identified herein and grant such other rights under this environmental covenant (hereafter "Covenant") made this 12 day of ~~September~~^{November}, 2008 in favor of the State of Washington Department of Ecology ("Ecology"). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Grantors and their successors and assigns; and Ecology and its successors and assigns.

This Covenant supersedes and replaces the November 27, 2002 Restrictive Covenant, recorded December 23, 2002 in the office of Records and Elections of King County, Washington, under Recording No. 20021223001529.

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The real property subject to this Covenant (the "Property") is legally described on Appendix A attached hereto, and depicted on Figure 1, attached hereto. The Remedial Action conducted on the Property is described in the following documents:

1. As-Built Plans titled "Boeing-Eastgate LFG Migration Control System," prepared by CH2M HILL for Boeing and dated May 1, 1987;
2. Report titled "Former Eastgate Landfill, Bellevue, Washington," prepared by Landau Associates, Inc. ("LAI"), Edmonds, WA for Boeing, Seattle, WA, and dated April 4, 2000;

3. Report titled "Draft Work Plan Groundwater Monitoring, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated June 12, 2000;
4. Report titled "Groundwater Investigation, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated September 26, 2000;
5. Report titled "Engineered Systems, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated September 26, 2000;
6. Report titled "Scope of Work, Continued Eastgate Landfill LFG Repair Work and Site Grading," prepared by The IT Group, Bothell, WA for Boeing, and dated May 8, 2001;
7. Report titled "Voluntary Cleanup Program for Former Eastgate Landfill - 2nd [Groundwater] Data Transmittal," prepared by LAI for Boeing, and dated May 14, 2001;
8. Report titled "Work Plan: Soil Investigation, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated June 6, 2001;
9. Report titled "Draft Work Plan: Groundwater Monitoring, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated June 6, 2001;
10. Report titled "Surficial Soil Investigation, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated August 13, 2001;
11. Report titled "Work Plan: Confirmational Groundwater Monitoring, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated September 6, 2001;
12. Report titled "Annual Groundwater Monitoring, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated September 6, 2001;
13. Work Plan titled "Confirmational Groundwater Monitoring, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing and dated March 13, 2002;
14. Technical Memorandum titled "Surficial Soil Sampling at Eastgate Landfill," prepared by LAI for Boeing, and dated May 31, 2002;
15. Report titled "Supplemental Surficial Soil Investigation, Eastgate Landfill Property/I-90 Business Park, Bellevue, Washington," prepared by LAI for Boeing, and dated July 17, 2002;

16. Technical Memorandum titled "Eastgate Landfill Terrestrial Ecological Evaluation," prepared by LAI for Boeing, and dated August 8, 2002;
17. Permit review plans titled "Building C, ADVANTA Office Commons @ I-90", prepared by Magnusson Klemencic Associates for Schnitzer Northwest, LLC, and dated May 26, 2006;
18. The "Landfill Gas System Modification Eastgate Landfill, Drawings and Project Manual (Final – Issued for Agency Review)," prepared by SCS Engineers for Boeing, and dated June 5, 2006;
19. Utility review plans titled "Shared Entrance Road, ADVANTA Office Commons @ I-90," prepared by Magnusson Klemencic Associates for Schnitzer Northwest, LLC, and dated June 16, 2006;
20. Report titled "Annual Ground Water Monitoring Report, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated June 27, 2006;
21. The "Final Methane Vapor Barrier Design for the Three Planned Office Buildings, ADVANTA Project – 3005 160th Avenue Southeast, Bellevue, Washington," prepared by GeoEngineers, Inc. for Schnitzer Northwest, LLC, and dated August 9, 2006;
22. The "Further Action Determination under WAC 173-340-515(5)," prepared by Ecology, and dated August 16, 2006;
23. The "Environmental Protection Plan, Former Eastgate Landfill," letter from SCS Engineers to Seattle & King County Public Health, dated October 2, 2006, and Approved by King County Public Health in a Letter to SCS Engineers, dated October 13, 2006;
24. The "Revised Final Methane Vapor Barrier Design for Three Planned Office Buildings," prepared by GeoEngineers, Inc. for Schnitzer West, LLC, and dated December 13, 2006;
25. The "Further Action Groundwater Monitoring Work Plan, Former Eastgate Landfill, Bellevue, Washington," prepared by LAI for Boeing, and dated December 14, 2006;
26. The "Response to Department of Ecology Further Action Letter Dated 08-16-06/email Dated 12-11-06 'Further Action Determination Under WAC 173-340-515(5) for the Following Hazardous Waste Site: Eastgate Landfill,'" prepared by the City with the assistance of Shaw Environmental and addressed to Ecology, dated January 2, 2007; and

27. The "Opinion Pursuant to WAC 173-340-515(5) on Proposed Remedial Action of the Following Hazardous Waste Site: Eastgate Landfill," Letter from Mark Adams, Ecology, to Carl Bach, Boeing, approving the workplan for the proposed modifications to the landfill management system, dated January 29, 2007;
28. Record documents titled "Shared Entrance Road, ADVANTA Office Commons @ I-90," prepared by Magnusson Klemencic Associates for Schnitzer Northwest, LLC, and dated April 15, 2008;
29. Record documents titled "Building A, B, and C, ADVANTA Office Commons @ I-90," prepared by Magnusson Klemencic Associates for Schnitzer Northwest, LLC, and dated April 15, 2008.

These documents are on file at Ecology's Northwest Regional Office.

Certain landfill management systems, as described in Appendix B attached hereto (the "Landfill Management Systems"), have been constructed and exist on the Property, including a Soil Cap Layer and Hardscape Areas, Infiltration Controls, a Leachate Collection System, a Ground Water Monitoring Well Network, and a Landfill Gas Migration Control System. These features are depicted in Figure 1, attached hereto, and described in Appendix B. This Covenant is required because the Remedial Action determined that there are residual concentrations at the Property of methane in soil and air; benzene, 1,2-dichlorobenze, 1,4-dichlorobenzene, and dieldrin in landfill refuse; and arsenic, iron, manganese, benzene, 1,2-dichlorobenze, 1,4-dichlorobenzene, and dieldrin in soil and groundwater which exceed the Model Toxics Control Act Method B Cleanup Levels for soil, groundwater, and air established under WAC 173-340-720, -740 and -750.

Advanta is the fee owner of a portion of the Property, and has improved its portion of the Property with a commercial office development. Advanta's property is legally described as Parcels 3, 4, 5, 6, 15 and 16 and Tract A of Bellevue Boundary Line Adjustment No. 03-114869LW, recorded under Recording No. 20040713900001.

The City is the fee owner of a portion of the Property. The City's property is legally described as Parcel 5 of Bellevue Boundary Line Adjustment No. 02-149004LW, recorded under Recording No. 20030305900019, Records of King County Washington.

Boeing is the former fee owner of the Property and retains, along with Advanta and the City, certain contractual rights and responsibilities for maintenance of certain Landfill Management Systems existing on the Property.

Grantors make the following declaration as to limitations, restrictions, and uses to which the Property may be put and specify that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owners").

Section 1.

1. A portion of the Property contains 1,2-dichlorobenze, 1,4-dichlorobenzene, and dieldrin in Landfill refuse; and arsenic, iron, manganese, benzene, 1,2-dichlorobenze, 1,4-dichlorobenzene, and dieldrin in groundwater. These constituents are likely a result of contaminants originating from refuse beneath the Soil Cap Layer, located within the area identified as the "Landfill" in the center of Figure 1. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil or refuse that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface

beyond its load bearing capability, piercing the surface more than a few inches with a rod, spike or similar item, bulldozing or earthwork.

2. No groundwater may be taken for any use from the Property. Withdrawals for Ecology-required monitoring or remedial action and infiltration control systems are expressly authorized and permitted.

3. Grantors shall maintain the Soil Cap Layer on the Property and prevent the penetration, removal, erosion or degradation of the Soil Cap Layer and exposure of landfill debris.

4. Grantors shall maintain the Hardscape Areas on the Property. The Hardscape Areas are described in Appendix B.

5. Grantors shall maintain and monitor the Landfill Gas Migration Control System on the Property. The Landfill Gas Migration Control System is described in Appendix B.

6. Grantors shall maintain the Infiltration Controls on the Property. The Infiltration Controls are described in Appendix B.

7. Grantors shall maintain and monitor the Leachate Collection System on the Property. The Leachate Collection System is described in Appendix B.

8. Grantors shall maintain the Ground Water Monitoring Well Network and shall conduct all groundwater compliance monitoring in accordance with the Confirmational Groundwater Monitoring Work Plan, Former Eastgate Landfill, dated March 13, 2002 referenced as item 13 on page 3 of this Covenant and the Further Action Groundwater Monitoring Work Plan, Former Eastgate Landfill, dated December 14, 2006 referenced as item

25 on page 4 of this Covenant. The Ground Water Monitoring Well Network is described in **Appendix B.**

9. Nothing in this Covenant is intended to supersede, amend or otherwise modify or affect in any way, the rights and responsibilities of Grantors and their successors and assigns for maintenance and monitoring of the Landfill Management Systems under any other agreements between and among Grantors, which remain in full force and effect.

10. Nothing in Section 1 of this Covenant is intended to preclude Ecology from authorizing, as appropriate, specific uses and activities under Sections 3 and 6 below.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. Each Owner must give thirty (30) days advance written notice to Ecology of such Owner's intent to convey any interest in its respective property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by any Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

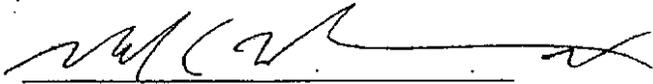
Section 5. Owners must restrict leases to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. Owners must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. Each Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. Each Owner reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

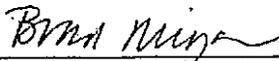
Advanta I, LLC, a Washington limited liability company
By Its Managing Member:
SI Eastgate, LLC, a Washington limited liability company



Michael C. Nelson
Senior Investment Director

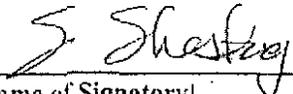
Dated: OCTOBER 20, 2008

The City of Bellevue, a municipal corporation



[Name of Signatory] Brad Miyake
[Title] Deputy City Attorney
Dated: October 28, 2008

The Boeing Company, a Delaware Corporation

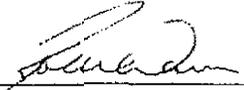


[Name of Signatory]
[Title]

Steven L. Shestak, Director
Environmental Remediation

Dated: October 15, 2008

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Bob Warren
Section Manager
Toxics Cleanup Program
Northwest Regional Office

Dated: 11-12-08

STATE OF WASHINGTON
COUNTY OF KING

On this 20th day of October, 2008, I certify that Michael C. Nelson personally appeared before me, acknowledged that ~~he~~ she is the Sr. Investment Director of Advanta I, LLC that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said limited liability company.



Leah K. Anderson
Notary Public in and for the State of
Washington, residing at Seattle 98103
My appointment expires 9-29-10
Leah K. Anderson

STATE OF WASHINGTON
COUNTY OF KING

On this 30 day of October, 2008, I certify that Brad
Muskel personally appeared before me, acknowledged that he/she
signed this instrument, on oath stated that he/she was authorized to execute this instrument, and
acknowledged it as the Deputy City Manager of the City of Bellevue, a municipal
corporation to be the free and voluntary act and deed of such party for the uses and purposes
mentioned in the instrument.

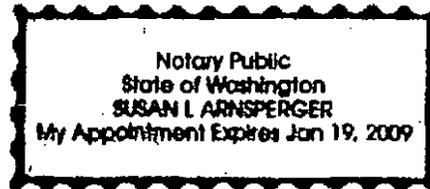


Janna Dee Steedman
Notary Public in and for the State of
Washington, residing at Hermonuck
My appointment expires 12/20/08

STATE OF Washington
COUNTY OF King

On this 15th day of October, 2008, I certify that Steven L. Shetty personally appeared before me, acknowledged that he/she is the Director, Environmental Remediation of The Boeing Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.

Susan L. Arnsperger
Notary Public in and for the State of
Washington, residing at
Seattle
My appointment expires 1-19-2009



Appendix A

LEGAL DESCRIPTION OF THE PROPERTY

Parcels 3, 4, 5, 6, 15 and 16 and Tract A of Bellevue Boundary Line Adjustment No. 03-114869LW, recorded under Recording No. 2004071390001; and Parcel 5 of Bellevue Boundary Line Adjustment No. 02-149004LW, recorded under Recording No. 20030305900019.

Situate in the City of Bellevue, County of King, State of Washington.

Appendix B

DESCRIPTION OF LANDFILL MANAGEMENT SYSTEMS

SOIL CAP LAYER AND HARDSCAPE AREAS

A soil cap over the landfill prevents direct contact with landfill material and limits infiltration of stormwater into the area identified as the "Landfill" in the center of Figure 1. The cap material consists of silty, fine to medium sand. It appears that the thickness of fill overlying landfill refuse ranges from 1 to 19 ft. The cover was regraded, stormwater catch basins installed, and erosion control measures implemented in 1986 to minimize stormwater runoff from directly contacting landfill debris and to minimize stormwater infiltration into the Landfill. In addition to the soil cap, gravel surfaced paths cross the Landfill, and the asphalt-paved parking lot east of the Landfill extends slightly onto the Landfill.

In 2007, an asphalt-paved road with concrete sidewalks on both sides (the "Shared Entrance Road") was constructed over a portion of the Landfill. An asphalt-paved parking lot was also constructed adjacent to the road over a portion of the Landfill. These areas are shown in Figure 1 and described in the record documents referenced as items 28 and 29 on page 5 of this Covenant.

INFILTRATION CONTROLS

An infiltration control system collects stormwater at the Landfill, reducing infiltration and associated generation of leachate. The infiltration control system at the Landfill and adjacent property consists of a network of catch basins, manholes, and conveyance pipes and two stormwater ponds, Ponds A and C, as shown on Figure 2.

The infiltration control system over the Landfill consists of six catch basins and associated manholes and piping that collect and convey stormwater runoff through a swale to Pond C, limiting infiltration into the Landfill.

Two catch basins collect runoff from the Shared Entrance Road and convey it to a detention vault located under the Shared Entrance Road. The catch basins and detention vault are located outside the Landfill. Stormwater from the Shared Entrance Road detention vault is conveyed directly to Pond A.

Pond A detains stormwater from nearby property, including Pond C, prior to discharge to Phantom Lake, which discharges to Lake Sammamish via Phantom Creek. The total basin area from which Pond A collects stormwater is approximately 91 acres.

Pond C is located within and treats a portion of the stormwater from Pond A's drainage basin before it enters detention Pond A. The Pond C drainage area includes the Landfill as well as several Boeing buildings. The infiltration control system collects runoff from the Pond C drainage area through a network of swales, storm drains, and catch basins. Pond C is a water quality treatment facility with an impermeable liner that prevents infiltration from occurring. Outflow from Pond C discharges into Pond A.

LEACHATE COLLECTION SYSTEM

A French drain was constructed north of the Landfill in the late 1970s or early 1980s to intercept landfill leachate into Pond A. The French drain is located between the north edge of the Landfill and the south edge of Pond A as shown on Figure 1. Based on the results of an investigation conducted in July 2001, the French drain is 196 ft long and, for at least the eastern 105 ft, is constructed of 6-inch perforated PVC pipe. It is likely that the remainder of the French

drain is constructed of similar material. Leachate collected in the French drain discharges to the King County sanitary sewer.

LANDFILL GAS MIGRATION CONTROL SYSTEM

The landfill gas ("LFG") migration control system was completed in December 1986, and modified in 2007. The LFG migration control system was designed to prevent outward migration of LFG by creating an engineered subsurface air gradient toward the perimeter of the Landfill. The desired gradient is achieved by applying a vacuum to extraction wells constructed near the perimeter of the fill material. Use of these extraction wells induces a subsurface pressure gradient that causes air to migrate toward the extraction wells, controlling the flow of gas away from the site. Spacing of the extraction wells and applied vacuum to each well are specified so that the pressure gradient for each well overlaps the pressure gradients of adjacent wells. Overlapping the pressure gradients of perimeter extraction wells in this manner prevents migration of LFG away from the fill material and results in the capture of LFG for treatment by the LFG migration control system. Three additional LFG extraction wells were installed in the interior area of the Landfill to capture higher concentrations of LFG. LFG collected by the interior extraction wells supplements the fuel content of LFG collected by the perimeter wells to facilitate more efficient operation of the LFG combustion system.

Each LFG extraction well is connected to an underground header-pipe system. Cleanout wyes are arranged at eight locations on the header lines to allow location of damaged pipes. Thirteen condensate traps prevent accumulation of condensate in the header lines, which could otherwise block gas flow in the header lines. Surface vaults provide access to all of the well

heads, cleanout wyes, and condensate traps. Locations of LFG extraction wells, cleanout wyes, condensate traps, and header lines are shown on **Figure 1**.

A blower in the LFG migration control system moves air from the header lines to the LFG combustion system (flare station). The combustion system is equipped with automatic ignition and blower-shutoff controls to prevent uncontrolled release of LFG if the flame goes out. Propane is used to fire the pilot light and to provide additional combustion gas, when necessary. The propane gas is controlled by a hand-operated valve and equipped with an automatic shutoff valve in case the LFG flare shuts down. The location of the LFG combustion system is shown on **Figure 1**.

Additional gas monitoring wells were installed beyond the perimeter of the fill material to monitor gas concentrations and vacuum pressure resulting from operation of the LFG migration control system. Locations of the monitoring wells are shown on **Figure 1**. Well-head valves are periodically adjusted to maintain an even distribution of vacuum to perimeter extraction wells. In areas where high vacuum pressures are identified in monitoring wells, the well-head valves in nearby extraction wells are throttled back. In areas where vacuum pressures are low or not present in monitoring wells, the well-head valves in nearby extraction wells are opened up to balance the system. These periodic adjustments help maintain appropriate levels of vacuum around the entire perimeter of the landfill, thereby inhibiting migration of LFG away from the fill material.

The LFG migration control system was modified in 2007. Modifications included relocating five (5) gas monitoring wells and four (4) LFG extraction wells to better monitor and capture methane gas.

GROUNDWATER MONITORING WELL NETWORK

Seven groundwater monitoring wells (EL-101 through EL-107) are used to evaluate groundwater elevations around the Landfill site. Four of these monitoring wells (EL-102, EL-103, EL-105, and EL-106) are used for evaluation of residual groundwater contamination including volatile organic compounds, dieldrin and metals. Locations of monitoring wells are shown on **Figure 1**. Groundwater monitoring activities are described in the Confirmational Groundwater Monitoring Work Plan, Former Eastgate Landfill, dated March 13, 2002 referenced as item 13 on page 3 of this Covenant and the Further Action Groundwater Monitoring Work Plan, Former Eastgate Landfill, dated December 14, 2006 referenced as item 25 on page 4 of this Covenant.

Return Address

Richard L. Andrews
City Attorney
City of Bellevue
11511 Main Street, 3rd Floor
P O Box 90012
Bellevue, WA 98009-9012



20030404000877

TRANSACTION TI COV 28 00
PAGE 001 OF 010
04/04/2003 10 55
KING COUNTY, WA

200-10040051/671856LA(5)

10/28

Document Title(s) (or transactions contained therein)

Declaration of Landscaping Covenant

Reference Number(s) of Documents assigned or released:

(on page ___ of document(s))

Grantor(s) (Last name first, then first name and initials)

The Boeing Company

Additional names on page ___ of document

Grantee(s) (Last name first, then first name and initials)

City of Bellevue

FILED FOR RECORD AT THE REQUEST OF
TERRACON REAL ESTATE INSURANCE CO.

Additional names on page ___ of document

Legal description (abbreviated - i.e. lot, block, plat or section, township, range)

Parcel 4 of BLA No 02-149004LW Rec No 20030305900019

Full legal is on page 2 of document

Assessor's Property Tax Parcel/Account Number

Portion of No 112405-9004-01

DECLARATION OF LANDSCAPING COVENANT

THIS DECLARATION OF LANDSCAPING COVENANT (the "Declaration") is made as of April 4, 2003 by THE BOEING COMPANY, a Delaware corporation ("Declarant") for the benefit of CITY OF BELLEVUE, a Washington municipal corporation (the "City")

RECITALS

A Declarant is the owner of certain real property (the "Boeing Property") in King County, Washington, legally described on EXHIBIT A attached hereto and incorporated herein

B The City is the owner of certain real property (the "City Property") in King County, Washington, legally described on EXHIBIT B attached hereto and incorporated herein

C The City wishes the Declarant to maintain vegetation in the landscaped portion of the Boeing Property lying west of 160th Avenue S E and east of the eastern boundary of the City Property as depicted in EXHIBIT C attached hereto and incorporated herein (the "Landscaping Strip") The City and Declarant wish to subject the Landscaping Strip to this Declaration in order to place of record on the title of the Landscaping Strip Declarant's agreement to maintain vegetation in the Landscaping Strip

NOW, THEREFORE, Declarant declares for the benefit of the City Property as follows:

1. Maintenance of Landscaping

Declarant shall in perpetuity maintain vegetation in the Landscaping Strip on the terms and conditions set forth herein Declarant shall use reasonable efforts to avoid disturbing or removing significant vegetation from the Landscaping Strip, including without limitation in connection with any maintenance or repair of utilities located in the Landscaping Strip In the event Declarant disturbs or removes any significant vegetation from the Landscaping Strip, Declarant shall replace such vegetation with similar vegetation of sufficient maturity in approximately the same location so as to provide screening of Declarant's security fence, if any, from the City Property Nothing in this Declaration shall prevent Declarant from performing ordinary maintenance of the vegetation in the Landscaping Strip, including without limitation trimming and pruning branches extending into sidewalks and walkways and removing dead and diseased vegetation

2. Installation and Maintenance of Security Fence

Prior to its installation of any security fence in the Landscaping Strip, Declarant shall provide plans for the fence to the City for its review. Declarant agrees to consider in good faith any comments the City may have to the fence plans so that the installation will occur as close to the western border of 160th Avenue S E as reasonably practical and will minimize the removal of significant trees and vegetation. Declarant also agrees that any such installation shall be performed in a manner that does not require the creation of a "clear zone" devoid of vegetation on both sides of the fence, but nothing in this Declaration shall prevent Declarant from performing activities in the Landscaping Strip to the minimum extent reasonably necessary to install and maintain its security fence, including routine trimming and pruning of vegetation and removal of dead and diseased vegetation.

3. Abandonment

The rights herein granted shall continue until such time as the City gives written notice to Declarant of the City's intention to abandon the right(s) described in this Declaration, in which event this Declaration shall automatically terminate without an amendment to this Declaration and all rights hereunder shall revert to Declarant. Upon such termination, the City agrees to promptly execute reasonable documentation requested by Declarant of such termination to be recorded in the real property records of King County.

4. Notices

Notices required to be in writing under this Declaration shall be personally served or sent by U S mail. Any notice given by hand shall be deemed given when delivered and any notice sent by mail shall be deemed to have been received when three days have elapsed from the time such notice was deposited in the U S mail, postage prepaid, and addressed as follows:

To Declarant: The Boeing Company
M/S 2R-79
P O Box 3707
Seattle, WA 98124-2207
Attn: Director of Real Estate

With a copy to: Gerald Bresslour
Office of the General Counsel
The Boeing Company
M/C 13-08
P O Box 3707
Seattle, WA 98124

To the City

City of Bellevue
Patrick Foran
Director, Department of Parks & Community Services
City of Bellevue
11511 Main Street, 2nd Floor
P O Box 90012
Bellevue, WA 98009-9012

With a copy to

Richard L. Andrews
City Attorney
City of Bellevue
11511 Main Street, 3rd Floor
P O Box 90012
Bellevue, WA 98009-9012

Either party may change the address to which notices may be given by giving notice as above provided

5. Title

The rights granted herein are subject to all matters of record as of the date hereof

6. Covenants Running with the Land

The terms and conditions of this Declaration shall be covenants running with the land, and shall burden and benefit the parties hereto and their respective successors and assigns in interest of the Landscaping Strip and the City Property

7. Attorneys' Fees

In the event either party brings a legal action against the other party to enforce its rights hereunder, the substantially prevailing party shall be entitled to receive reimbursement from the other party of such prevailing party's costs incurred in such legal action (including the costs of appeal), including the reasonable fees and disbursement of the prevailing party's attorneys, in addition to all other rights and remedies available to the prevailing party at law or in equity

8. Complete Agreement

This Declaration contains the entire agreement of the parties with respect to this subject matter and supersedes all prior or contemporaneous writings or discussions relating to the right(s) provided for herein. This Declaration may not be amended except by a written document executed after the date hereof by the duly authorized representatives of Declarant

and the City This Declaration includes Exhibits A, B and C, which by this reference are incorporated into this Declaration

9. Choice of Law

This Declaration shall be governed by the law of the State of Washington, exclusive of its choice of law rules

10. Time of the Essence

Time is of the essence of this Declaration and the performance of all obligations hereunder

11. Warranty and Representation of Authority

Declarant represents to the City that the person or persons executing this Declaration have authority to do so and to bind Declarant hereunder All consents, permissions and approvals related to entry into this Declaration, and the obligations hereunder, have been obtained

12. Singular and Plural

Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa

13. Severability

Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions thereof or the application thereof to any other person and the same shall remain in full force and effect

14. Captions and Capitalized Terms

The captions preceding the text of each section are included only for convenience of reference Captions shall be disregarded in the construction and interpretation of this Declaration Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration

15. Non-Waiver

The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions

IN WITNESS WHEREOF, Declaration has executed this Declaration as of the date first above written

Declarant:

THE BOEING COMPANY, a Delaware corporation

By


Collette M. Temmink
Authorized Signatory

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 3rd day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Colette M Temmink, to me known to be the person who signed as Authorized Signatory of THE BOEING COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that she was duly elected, qualified and acting as said officer of the corporation, that she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written



Arlene C. Rice
(Signature of Notary)

Arlene C. Rice
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Renton
My appointment expires Aug 15, 2004

EXHIBIT A

Legal Description of Boeing Property

PARCEL 4 OF CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT
NO 02-149004LW, RECORDED UNDER RECORDING NO 20030305900019,
RECORDS OF KING COUNTY WASHINGTON

SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF
WASHINGTON

EXHIBIT B

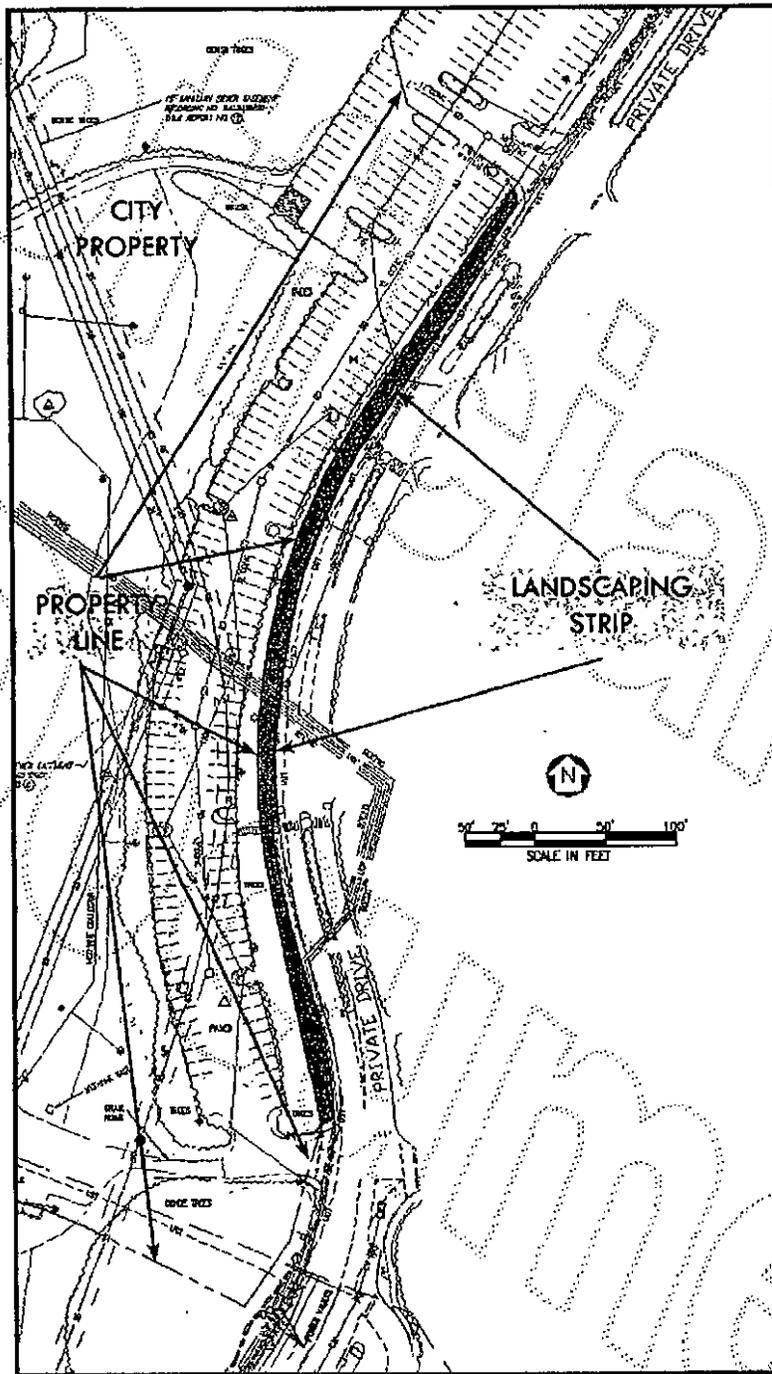
Legal Description of City Property

PARCEL 5 OF CITY OF BELLEVUE BOUNDARY LINE ADJUSTMENT
NO 02-149004LW, RECORDED UNDER RECORDING NO 20030305900019,
RECORDS OF KING COUNTY WASHINGTON

SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF
WASHINGTON

**DECLARATION OF LANDSCAPING COVENANT
(LANDSCAPING STRIP)**

**EXHIBIT C
Depiction of Landscaping Strip**





King County

Risk Management Division
Department of Executive Services
500 Fourth Ave. #320
Seattle, WA 98104
(206) 296-7432

February 27, 2014

Bellevue Parks and Community Services Department
P O Box 90012
Bellevue, WA 98009

Attn: Lorrie Peterson

RE: **KING COUNTY CERTIFICATE OF SELF-INSURANCE**
Special Use Agreements for the rehabilitation of King County DNRP/WTD,
manholes and pipes along the Eastgate Trunk Sewer Line

This letter is to certify that King County is fully self-funded for all its liability exposures. Should an incident occur involving the negligence of County employees acting in the scope of their employment, our self-funded program would respond.

King County, charter county government under the constitution of the State of Washington, hereinafter referred to as "County", maintains a fully funded Self-Insurance program as defined in King County Code 2.21 for the protection and handling of the County's liabilities including injuries to persons and damage to property. This includes Workers' Compensation coverage.

If you have any questions, please do not hesitate to call me at (206) 263-2249.

Sincerely,

Susan Pratt
Insurance & Contract Review Administrator

CR# 51117 Date: 3-11-14 PO # & Loc: INTRLOC-00



City of Bellevue
 Finance Department - Procurement Services
 450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Airfield Park & Utility Pond A. KC access to their existing easements
Contract Description: Special Use Agreement
Total Contract Value:
This Amendment Value: N/A
Department: Parks - 587
Contract Manager: Lorrie Peterson
Contract Type: ~~Indirect Agreement (IA)~~ ^{Temporary} special use agreement
Contract Form: Standard COB document with no changes
Budget Expenditure: No Budget Impact (Explain in Additional Comments)
Maximo User: No

Vendor Information:

New Vendor? No **Tax ID#:**
Vendor Name: King County **COB License #:**
JDE Vendor Number: 40306 **UBI #:**
Independent Contractor? **Contractor's Lic. #:**

Contract Term:

Original Effective Date: 03/01/2014 **End Date:** 12/31/2014
Subject To: One 1-year renewal

Council Approval:

Does this contract require council approval? No

Route:

		<u>In</u>	<u>Out</u>
Procurement Services:	<u>N/A per Jamie</u>		
Information Technology:	<u>Not Required</u>	-	
Legal: <u>Monica</u>	<u>Monica B</u>	-	<u>3/4/14</u>
Insurance Reviewed By:	<u>OK by Phil</u>	-	<u>3/4/14</u>
Department Director:	<u>Shelly Miller</u>	<u>3/10/14</u>	<u>3/10/14</u>
Procurement Services:	<u>N/A</u>	-	-
Return To:	<u>Lorrie Peterson</u> ^{See Resource Request}		
City Clerk's Office:	<u>M. Tomrow</u>	<u>3-11-14</u>	<u>3-11-14</u>

[Handwritten signature]

CONTRACT REVIEW CRITERIA

Dept.	PS
<input type="checkbox"/>	<input type="checkbox"/> Does the Contract Routing/Approval Form and Contract have consistent information?
<input type="checkbox"/>	<input type="checkbox"/> Is the Contract Type and template appropriate for the services performed?
<input type="checkbox"/>	<input type="checkbox"/> Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
<input type="checkbox"/>	<input type="checkbox"/> Is the JDE vendor name and number accurate?
<input type="checkbox"/>	<input type="checkbox"/> Does the Company have a Bellevue Business License? If not, date Tax Office was notified? _____.
<input type="checkbox"/>	<input type="checkbox"/> If the Company's Tax ID# appears to be a SS#, or if we are paying an individual, make a copy of the Routing Form and interoffice to Gail Davila in HR.
<input type="checkbox"/>	<input type="checkbox"/> Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
<input type="checkbox"/>	<input type="checkbox"/> Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
<input type="checkbox"/>	<input type="checkbox"/> Has the Selection Method been explained in Additional Comments? Are results attached?
<input type="checkbox"/>	<input type="checkbox"/> If there is an ordinance/resolution/motion for this contract, are the date and # noted and a copy attached?
<input type="checkbox"/>	<input type="checkbox"/> Does the contractor meet requirements of the Independent Contractor Threshold question?
<input type="checkbox"/>	<input type="checkbox"/> Is Attachment "A" (Scope of Work and/or Services) attached?
<input type="checkbox"/>	<input type="checkbox"/> Is Attachment "B" (Insurance Requirements) attached?
<input type="checkbox"/>	<input type="checkbox"/> Are any additional riders required? If so, which one's? _____
<input type="checkbox"/>	<input type="checkbox"/> Does Insurer have a Best rating of A- or better?
<input type="checkbox"/>	<input type="checkbox"/> Is the Contractor identified as the insured?
<input type="checkbox"/>	<input type="checkbox"/> Does the Contractor have Commercial General Liability, Commercial Auto Liability; Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
<input type="checkbox"/>	<input type="checkbox"/> Are the policy expiration date(s) on the Certificate of Insurance current?
<input type="checkbox"/>	<input type="checkbox"/> Does the Contractor have a self-insured retention? Is it above \$50,000?
<input type="checkbox"/>	<input type="checkbox"/> Is the City listed as the Certificate Holder?
<input type="checkbox"/>	<input type="checkbox"/> Is the Certificate signed?
<input type="checkbox"/>	<input type="checkbox"/> Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
<input type="checkbox"/>	<input type="checkbox"/> If this contract requires the payment of Prevailing Wages, are current Wage Rates referenced in Attachment "C"?
<input type="checkbox"/>	<input type="checkbox"/> Does the Contractor have an open account with the Washington State Department of Revenue?
<input type="checkbox"/>	<input type="checkbox"/> Are the Contractor's worker's compensation premiums current?
<input type="checkbox"/>	<input type="checkbox"/> Does the Vendor have an active Professional/Contractor License with the Washington State Department of Licensing?
<input type="checkbox"/>	<input type="checkbox"/> Is the Vendor on the Federal Debarred Suspended List?

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work?
- Does the Contractor's Certificate of Insurance comply with the requirements?
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City?
- Does the Hold Harmless clause include language referencing Title 51 releases?