

EXHIBIT D

DSTT TRANSFER AND CONVEYANCE AGREEMENT

THIS DSTT TRANSFER AND CONVEYANCE AGREEMENT (“Conveyance Agreement”) is entered into by and between King County (“County”), the Central Puget Sound Regional Transit Authority (“Sound Transit”) and the City of Seattle (“City”) (collectively, the “parties”). This Conveyance Agreement shall be effective as of the date it has been executed by all parties (“Effective Date”).

RECITALS

1. The Downtown Seattle Transit Tunnel Transfer Agreement between the County and Sound Transit dated _____ (“Transfer Agreement”) sets forth the terms and conditions by which the County will transfer the Downtown Seattle Transit Tunnel, including certain DSTT Assets (collectively, “DSTT”) to Sound Transit. Terms not otherwise defined herein shall have the meaning given to them in the Transfer Agreement.
2. This Conveyance Agreement implements the assignments, transfers and conveyances set forth in the Transfer Agreement as of the Closing Date.
3. This Conveyance Agreement terminates two agreements as of the Closing Date:
 - The 1985 Master Cooperation Agreement by and between the City of Seattle and the Municipality of Metropolitan Seattle for the Downtown Seattle Transit Project authorized by City Ordinance 119975 (“Master Cooperation Agreement”) in which the City granted Metro (now the County) the right to use the City right-of-way for the DSTT for so long as it is used for public transportation purposes.
 - The Agreement regarding the Design, Construction, Operation and Maintenance of the Downtown Seattle Transit Tunnel and Related Facilities between and among King County, the City of Seattle and the Central Puget Sound Regional Transit Authority revised June 24, 2002 (the “Joint Operating Agreement”), in which the parties agreed to joint use of the DSTT by Sound Transit and the County for transportation purposes and in which the City acknowledged that the public transportation uses of the DSTT contemplated in the Joint Operating Agreement are specifically authorized under both the Master Cooperation Agreement and the Agreement between the City of Seattle and Sound Transit for Grant of Non-Exclusive Use of a Light Rail Transit Way as Related to the Central Link Light Rail Project, dated July 2000 and authorized by City Ordinance 1199975 (the “Transit Way Agreement”).

4. The County and Sound Transit represent and warrant that the Conditions to Closing set forth in the Transfer Agreement have been met or waived.
5. The Closing Date is _____.

In consideration of the mutual covenants set forth below and in the Transfer Agreement the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1.0 TRANSFER AND CONVEYANCE OF DSTT

1.1 The DSTT is hereby transferred and conveyed to Sound Transit as of the Closing Date by the County's delivery of a fully executed copy of this Conveyance Agreement to Sound Transit. With this Conveyance Agreement, the County shall also deliver to Sound Transit a Quitclaim Deed conveying, transferring, and assigning the real property, easements, rights, interests, and obligations identified in Exhibit B to the Transfer Agreement. The Quitclaim Deed shall provide that it is subject to the terms of this Conveyance Agreement and its exhibits. A fully executed copy of this Conveyance Agreement and its exhibits shall be attached to the deed and recorded in the real property records of King County Washington.

1.2 Pursuant to the terms of the Metro Facilities Agreement attached hereto as Exhibit D-1, the County shall retain all right, title, ownership and rights of use to the Retained Assets.

2.0 TERMINATION OF MASTER COOPERATION AGREEMENT

2.1 As of the Closing Date, the Master Cooperation Agreement is terminated.

3.0 TERMINATION OF JOINT OPERATING AGREEMENT

3.1 As of the Closing Date, the Joint Operating Agreement is terminated.

4.0 IMPLEMENTATION OF THE TRANSITWAY AGREEMENT

4.1 Prior to the Closing Date, Sound Transit and the City shall implement provisions of the Transitway Agreement authorized by Ordinances 119975 and 120788 (the "Transitway Agreement") to reflect the transfer of the DSTT.

4.2 As of the Closing Date, Sound Transit and the City intend for the DSTT to be a part of the Light Rail Transit System under the Transitway Agreement. Specifically, the parties intend for the DSTT to become a Light Rail Transit Facility and a Light Rail Transit Station as defined in Sections 1.7 and 1.8 of the Transitway Agreement. Pursuant to Sections 1.7, 1.8 and 1.9 of the Transitway Agreement, Light Rail Transit Facilities and Light Rail Transit Stations are a part of the Light Rail Transit System.

4.3 The parties shall implement Section 4.2 and incorporate the DSTT into the definition of Light Rail Transit System via the procedure outlined in Section 2.1 of the Transitway Agreement. Specifically, the Director of Seattle Transportation will file with the City Clerk the Final Right of Way Plans for the DSTT provided by Sound Transit and as contemplated in Section 2.1 of the Transitway Agreement. Sound Transit and the City acknowledge and agree that this filing with the City Clerk fulfills the requirements of the Transitway Agreement and all terms and conditions of the Transitway Agreement shall apply to the DSTT located within the City street right of way.

5.0 CITY ACKNOWLEDGEMENT OF TRANSFER

5.1 As of the Closing Date, the City acknowledges that Sound Transit owns and possesses the DSTT, a portion of which is located within City street right of way, and that all rights to the use of the DSTT for public transportation purposes previously authorized under the Master Cooperation Agreement have been transferred to Sound Transit as contemplated in the Transfer Agreement and are specifically authorized through the implementation of the Light Rail Transit Way Agreement described in this Conveyance Agreement.

5.2 As of the Closing Date, the City further acknowledges that King County owns and possesses the Retained Assets, a portion of which are located within City street right of way, and that the use of the Retained Assets and Future Assets for public transportation purposes as contemplated in the Facilities Agreement is specifically authorized under the Light Rail Transit Way Agreement.

SIGNATURES APPEAR ON FOLLOWING PAGE

KING COUNTY METRO

By: _____

Date: _____

KING COUNTY FACILITIES
MANAGEMENT DIVISION

By: _____
Anthony Wright, Director

Date: _____

Approved as to form:

By: _____
Name, Title

SOUND TRANSIT

By: _____

Date: _____

Approved as to form:

By: _____
Name, Title

THE CITY OF SEATTLE

By: _____

Date: _____

Approved as to form:

By: _____
Name, Title

EXHIBIT D-1
METRO FACILITIES AGREEMENT