

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute the Right of Entry Agreement, Temporary Construction Easement, Utilities Easement, Wall Maintenance Easement, and Subsurface Anchor Easement and Authorizing the City Manager to Finalize in a Format Acceptable to the City Attorney's Office and Execute the Ridgecrest Park Memorandum of Possession and Use Agreement, Administrative Possession and Use Agreement, the Statutory Warranty Deed, and the Right-of-Way Dedication Deed with Sound Transit
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Juniper Nammi, Sound Transit Project Manger
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

The Sound Transit proposed Lynnwood Link Extension (LLE) light rail project will permanently impact Ridgecrest Park due to partial fee and easement acquisitions necessary for construction of the light rail guideway (tracks), a new cul-de-sac street end for NE 161<sup>st</sup> Street, and relocation of the sanitary sewer east into the park. Ridgecrest Park is protected by a King County Forward Thrust covenant that requires the site be maintained as a recreational park or open space in perpetuity, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value.

City staff worked with Sound Transit to come to agreement on adequate compensation for these project impacts, as documented in the Ridgecrest Park Letter of Concurrence between Sound Transit and the City of Shoreline, dated March 8, 2018, (Attachment A). Compensation includes adjacent property acquisition to replace the property needed in fee for the project, upon which a new 20-stall parking lot will be constructed. This work needs to be completed before the property and park improvements can be conveyed to the City as compensation. Sound Transit is requesting an administrative Possession and Use Agreement (Attachments H and I) to keep the final conveyance of compensation open until the land and improvements can be completed and transferred to the City.

Tonight, Council is scheduled to authorize the City Manager to execute the following agreements and easements affecting Ridgecrest Park:

- Right of Entry Agreement (Attachment C)
- Temporary Construction Easement (Attachment D)

- Utilities Easement (Attachment E)
- Wall Maintenance Easement (Attachment F)
- Subsurface Anchors Easement (Attachment G)

Additionally, Council is being requested to authorize the City Manager to finalize four other agreements in a form acceptable to the City Attorney's Office and execute these agreements, as these agreements are still draft and not final yet. Sound Transit is still reviewing the City's requested revisions to these agreements, which should be finalized within the next week or so. These four agreements are the:

- Memorandum of Possession and Use Agreement - *DRAFT* (Attachment H)
- Administrative Possession and Use Agreement - *DRAFT* (Attachment I)
- Statutory Warranty Deed - *DRAFT* (Attachment J)
- Right-of-Way Dedication Deed – *DRAFT* (Attachment K)

#### **RESOURCE/FINANCIAL IMPACT:**

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of property and improvement replacement as specified in the March 8, 2018, Concurrence Letter (Attachment A) and refined in the LLE Project final design (Attachment B).

Compensation cannot be transferred to the City until construction of the replacement improvements is completed. Exact value of the land and improvements has not been provided, however the market value of the temporary and permanent easements (excluding the land and improvement impacts) was determined to be \$354,400.

#### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the Ridgecrest Park Right of Entry Agreement, Temporary Construction Easement, Sewer Utilities Easement, Wall Maintenance Easement, and Subsurface Anchor Easement as necessary for the Lynnwood Link Extension Project (Attachments C, D, E, F, and G). Additionally, staff recommends that City Council authorize the City Manager to finalize in a format acceptable to the City Attorney's Office and execute the Ridgecrest Park Memorandum of Possession and Use Agreement, Administrative Possession and Use Agreement, the Statutory Warranty Deed, and the Right-of-Way Dedication Deed (Attachments H, I, J, and K).

Approved By:            City Manager **DT**    City Attorney **MK**

## **BACKGROUND**

Sound Transit's Lynnwood Link Extension Light Rail Project (LLE Project) proposes to temporarily and permanently impact the western 15-50 feet of Ridgecrest Park for construction of the light rail system guideway, street improvements required by City codes, and relocation of a sewer main that would otherwise conflict with the proposed at-grade guideway.

Preliminary design of the LLE Project originally proposed to replace the acquired park property with property south of NE 161<sup>st</sup> Street that was not contiguous with the park and is significantly encumbered by geologic hazard areas. As design was advanced, project changes added a surface water detention facility on the original compensation property and the City determined it would not actually meet the intent of the Forward Thrust Covenant requirement that traded 'compensation' property must be "of equal or greater parks and recreational value or open space value" to the area of Ridgecrest Park being acquired by Sound Transit.

City staff in the Parks, Public Works, and Planning and Community Development Departments worked with the Sound Transit's team to explore design options that would address cost and design issues for the project, while also meeting both the Federal park protection regulations and the local property covenant protection. The final design necessitates both temporary construction and permanent fee and easement acquisitions for the scope of the project and adequately replaces the impacted property and improvements with equal or greater value improved park land.

## **DISCUSSION**

The final alignment for the light rail guideway requires that Sound Transit fully acquire approximately the western 38 feet of Ridgecrest Park. This acquisition will impact the current sewer main location, existing parking lot, park identification sign, and park irrigation system. Impacts to 1<sup>st</sup> Avenue NE and NE 161<sup>st</sup> Street require frontage improvements that are modified to better fit with the City's Trail Along the Rail Project and to reduce the amount of new pollution-generating impervious surfaces so as to require less surface water detention and water quality treatment. Sound Transit will be constructing a new cul-de-sac street end for NE 161<sup>st</sup> Street with an amenity zone and eight-foot sidewalk along the front of the new parking lot and revegetated park property on the north side of NE 161<sup>st</sup> Street. The parking lot and street end improvements are illustrated in Attachment B to this staff report. These frontage improvements require Sound Transit acquisition of roughly the south 22 feet of the parking lot that will be dedicated with the new road and multi-use path facilities back to the City as Right-of-way.

The final design requires that approximately the western ten (10) feet of the remaining park will be encumbered by easements for the sewer utility, a noise and retaining wall maintenance easement, and a subsurface soil anchors easement in the north west corner of the park. These property impacts are due to the proposed construction of the light rail guideway, relocation of the existing sanitary sewer main, and a new noise and retaining wall along the west property line. They are compatible with potential City construction of the Trail Along the Rail through Ridgecrest Park up to NE 163<sup>rd</sup> Street.

The proposed design will also impact existing park infrastructure including the park identification sign, drinking fountain, parking lot lighting, irrigation system, and water and electrical service connections. Temporary impacts will close the parking lot for approximately one and half years and will restrict public access from the western portion of the park where construction activities will occur. The majority of the park will remain open utilizing on-street parking, while a replacement parking lot is constructed on adjacent parcels that will be conveyed to the City as replacement of the property and easement acquisitions required for the LLE Project. A port-a-potty will remain available to park users and will be relocated out of the construction area.

Utility relocations, including the sewer main work within Ridgecrest Park, are part of the LLE Project early work and Sound Transit's contractors are schedule to start work in this area as soon as the City grants access and permits to do so. Possession and use of the area are requested by Sound Transit so the work can start prior to construction of replacement improvements and conveyance of the compensation can be completed.

To allow for this LLE Project work to occur at Ridgecrest Park, Council is being requested to authorize the City Manager to execute the following finalized agreements and easements:

- Right of Entry Agreement (Attachment D)
- Temporary Construction Easement (Attachment E)
- Utilities Easement (Attachment F)
- Wall Maintenance Easement (Attachment G)
- Subsurface Anchors Easement (Attachment H)

#### **Additional Agreements Finalization**

Staff have worked with Sound Transit to finalize the language in the agreements noted above. These agreement documents are complete and in final form for authorization and execution. However, four (4) additional agreements that are required are not quite final. Sound Transit is still reviewing the City's requested revisions to the Memorandum of Possession and Use Agreement (Attachment H), Administrative Possession and Use Agreement (Attachment I), the Statutory Warranty Deed (Attachment J) and the Right-of-Way Dedication Deed (Attachment K). These revisions should be finalized within the next week or so.

The Memorandum of Possession and Use Agreement and the Administrative Possession and Use Agreement edits under review are related to the wording regarding compensation in the form of land and improvements, where the standard template indicates funds are to be held in escrow until final compensation terms are met. The Concurrence letter between the City and Sound Transit for Ridgecrest Park (Attachment A) already specifies the compensation agreed to, but it cannot be conveyed to the City until the required improvements are constructed.

Staff requested that Sound Transit pursue dedication of the required Right-of-Way concurrent with the Statutory Warranty Deed for the cul-de-sac street end improvements on NE 161<sup>st</sup> Street or combine them into one deed document. Sound Transit is still reviewing this request.

Sound Transit's contractors had planned to start work within Ridgecrest Park this spring and the delay in executing the needed easements, agreements, and deeds is impacting the light rail construction schedule. Staff conferred with Mayor Hall about bringing these draft agreements to Council tonight for authorization instead of rescheduling their approval to July 15, 2019. Staff is seeking Council authorization for the City Manager to finalize these agreements in a format acceptable to the City Attorney's Office along with authority to execute these agreements once they have been finalized with Sound Transit.

### **Public Outreach**

The Final Environmental Impact Statement and Federal Transit Administration Record of Decision for the LLE Project identified project impacts to Ridgecrest Park and required that Sound Transit conduct outreach to the adjacent neighborhood to inform roadway and park design. Sound Transit met this requirement with a presentation of the project impacts and proposed mitigation for Ridgecrest Park and the nearby roadways at the May 9, 2017, Ridgecrest Neighborhood Association meeting and direct mail notice of the meeting to the adjacent neighborhood.

Sound Transit also presented the project design for Ridgecrest Park at the 60% Design Open House held on May 24, 2017. Subsequent revisions to the design were included in the 90% Design and Construction Open House events held in June 2018 and February 2019.

The Parks Recreation and Cultural Services Department incorporated the parking lot and street end improvements to be construction by Sound Transit into the Ridgecrest Park Master Plan Concept developed in 2018 as part of the department's Concept Design Project which also included public outreach and review by the Parks, Recreation and Cultural Services/Tree Board on multiple occasions.

### **COUNCIL GOAL(S) ADDRESSED**

Authorization to execute these temporary and permanent agreements and easements would support the 2019-2021 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline, Action Step 2. Work collaboratively with Sound Transit to permit the Lynnwood Link Extension Project and coordinate on project construction and work proactively with Sound Transit to develop plans to minimize, manage, and mitigate anticipated impacts to Shoreline neighborhoods from construction and operation of the Lynnwood Link Extension Project.*

The park mitigation and required frontage improvements facilitated by these agreements and easements also support *Council Goal 2 - Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment.* The LLE project will provide an incremental step towards implementation of the PROS and Transportation Master Plans with construction of improvements that contribute to the Trail Along the Rail and the Ridgecrest Park Master Plan construction.

## **RESOURCE/FINANCIAL IMPACT**

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of property and improvement replacement as specified in the March 8, 2018, Concurrence Letter (Attachment A) and refined in the LLE Project final design (Attachment B). Compensation cannot be transferred to the City until construction of the replacement improvements is completed. Exact value of the land and improvements has not been provided, however the market value of the temporary and permanent easements (excluding the land and improvement impacts) was determined to be \$354,400.

## **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the Ridgecrest Park Right of Entry Agreement, Temporary Construction Easement, Sewer Utilities Easement, Wall Maintenance Easement, and Subsurface Anchor Easement as necessary for the Lynnwood Link Extension Project (Attachments C, D, E, F, and G). Additionally, staff recommends that City Council authorize the City Manager to finalize in a format acceptable to the City Attorney's Office and execute the Ridgecrest Park Memorandum of Possession and Use Agreement, Administrative Possession and Use Agreement, the Statutory Warranty Deed, and the Right-of-Way Dedication Deed (Attachments H, I, J, and K).

## **ATTACHMENTS**

ATTACHMENT A - Ridgecrest Park Letter of Concurrence between City of Shoreline and Sound Transit dated March 8, 2018  
ATTACHMENT B - 100% Submittal Civil Pavement Marking Drawings for Ridgecrest Park and NE 161<sup>st</sup> Street  
ATTACHMENT C - Right of Entry Agreement  
ATTACHMENT D - Temporary Construction Easement  
ATTACHMENT E - Utilities Easement (Sewer)  
ATTACHMENT F - Wall Maintenance Easement  
ATTACHMENT G - Subsurface Anchors Easement  
ATTACHMENT H - Memorandum of Possession and Use Agreement (*DRAFT*)  
ATTACHMENT I - Administrative Possession and Use Agreement (*DRAFT*)  
ATTACHMENT J - Statutory Warranty Deed (*DRAFT*)  
ATTACHMENT K - Right-of-Way Dedication Deed (*DRAFT*)



March 8, 2018

Eric Friedli  
Parks, Recreation, and Cultural Services Director  
City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133

**Subject:** Ridgecrest Park

Dear Eric:

As part of the final design phase for the Lynnwood Link Extension (LLE), Sound Transit, in consultation with the City of Shoreline, has changed the mitigation approach to address project impacts to Ridgecrest Park. As you know, Ridgecrest Park is a Section 4(f) resource under the U.S. Department of Transportation Act. Due to this, the Federal Transit Administration (FTA) requests confirmation from the City about this change.

As the Official with Jurisdiction, the City of Shoreline has proposed two different parcels as mitigation for the impacts on Ridgecrest Park, and is therefore in concurrence with the overall mitigation approach for this impact. The two parcels are listed in Exhibit A, along with a map indicating the alternate replacement parcels. In addition to these two parcels, the City and Sound Transit have agreed to the following revised mitigation elements for all the proposed impacts to the park:

- Construction of a replacement parking lot (paved with 20 stalls) and ADA access to the park to be located on the proposed replacement properties to be completed within 1.5 years of the start of early construction work and completed consistent with applicable City standards for drainage, landscaping, and frontage improvements;
- Maintenance of public access to the the park throughout the construction of the LLE Project and use of the City right-of-way on NE 161<sup>st</sup> street for temporary public parking until the replacement parking lot is completed, as approximately illustrated in the attached Exhibit B illustrating draft construction areas and potential temporary parking; and
- Replacement of impacted infrastructure within the park such as the park sign, drinking fountain, and irrigation system.

A neighborhood meeting presentation regarding the proposed impacts to the park and this revised approach to mitigation was held May 9, 2017, to meet the outreach requirement in the FTA Record of Decision. This public meeting and the revised proposal is consistent with and fulfills the LLE's Record of Decision,

**CHAIR**

**Dave Somers**  
*Snohomish County Executive*

**VICE CHAIRS**

**Ron Lucas**  
*Steilacoom Mayor*

**John Marchione**  
*Redmond Mayor*

**BOARD MEMBERS**

**Nancy Backus**  
*Auburn Mayor*

**David Baker**  
*Kenmore Mayor*

**Claudia Balducci**  
*King County Councilmember*

**Dow Constantine**  
*King County Executive*

**Bruce Dammeier**  
*Pierce County Executive*

**Jenny Durkan**  
*Seattle Mayor*

**Dave Earling**  
*Edmonds Mayor*

**Rob Johnson**  
*Seattle Councilmember*

**Kent Keel**  
*University Place Mayor*

**Joe McDermott**  
*King County Council Chair*

**Roger Millar**  
*Washington State Secretary of Transportation*

**Paul Roberts**  
*Everett Council President/ Mayor Pro Tem*

**Dave Upthegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

**Victoria Woodards**  
*Tacoma Mayor*

**CHIEF EXECUTIVE OFFICER**

**Peter M. Rogoff**

Table B-1 Mitigation Plan, Section 4.17, which states “transfer replacement property at the south end of the park, or other property as agreed to with the City...and the design process will include outreach in the adjacent neighborhood...” Furthermore, the proposal is consistent with the July 25, 2014 FTA/City of Shoreline concurrence letter, as “other property as agreed to with the City.”

Sincerely,

John Evans  
Development Manager

  
\_\_\_\_\_  
Sound Transit

3/8/18  
\_\_\_\_\_  
Date

Eric Friedli  
Parks, Recreation, and Cultural Services Director

  
\_\_\_\_\_  
City of Shoreline Concurrence

3/8/18  
\_\_\_\_\_  
Date

### Exhibit A – Alternate Park Replacement Parcels

LL-180.1	2111600040	PYPER J BRUCE+TERESA K	114 NE 161ST ST	Shoreline
LL-180.2	2111600035	PEW DAVID A+KAITLYN A	122 NE 161ST ST	Shoreline



**Exhibit B - Draft Temporary Construction Area and Parking Plan**



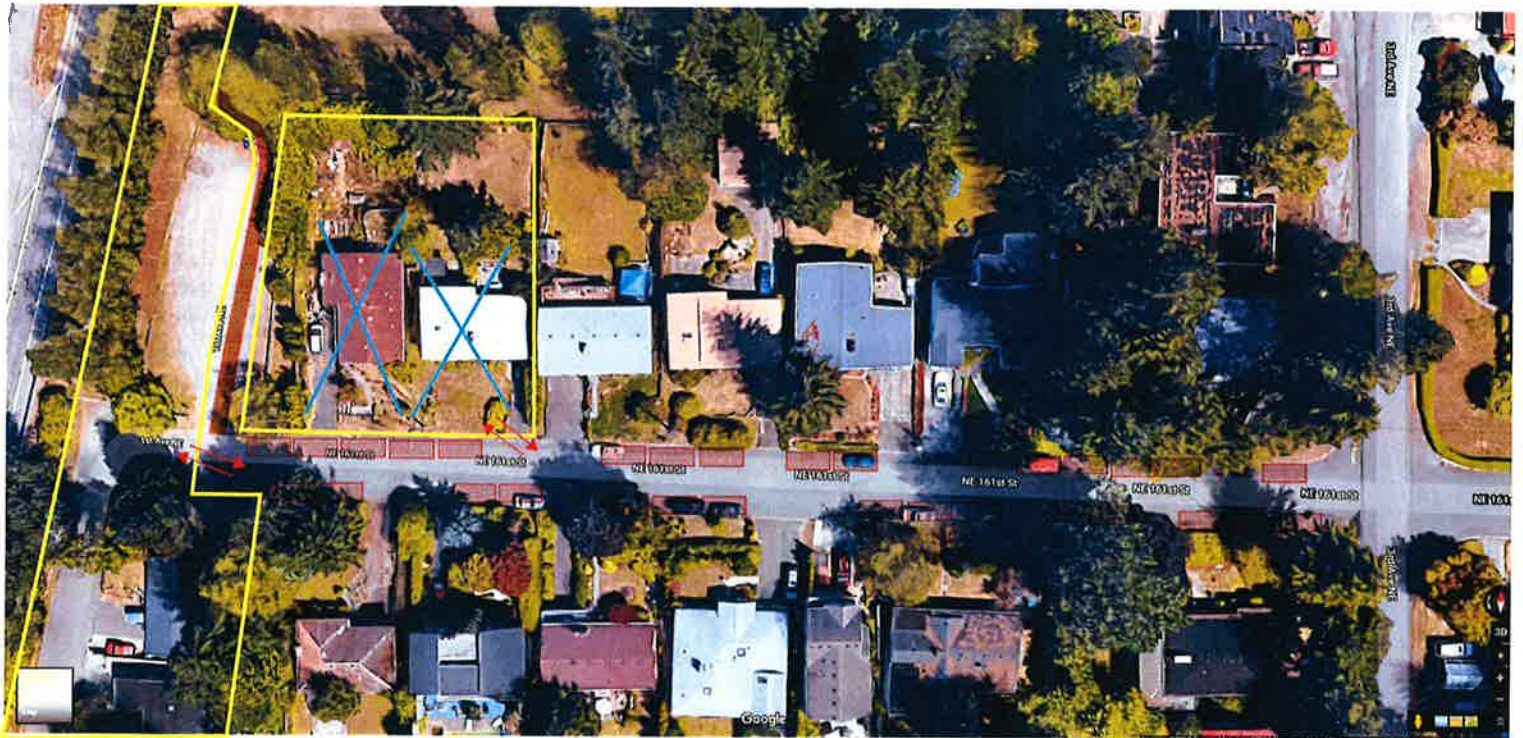
**LEGEND**

- X = House to be demolished
- = Sewer Line
- = Fence
- = Pedestrian Path
- = Temp On-Street Parking Spot (9 ft x 18 ft) - 20 each
- = Work area/laydown/access

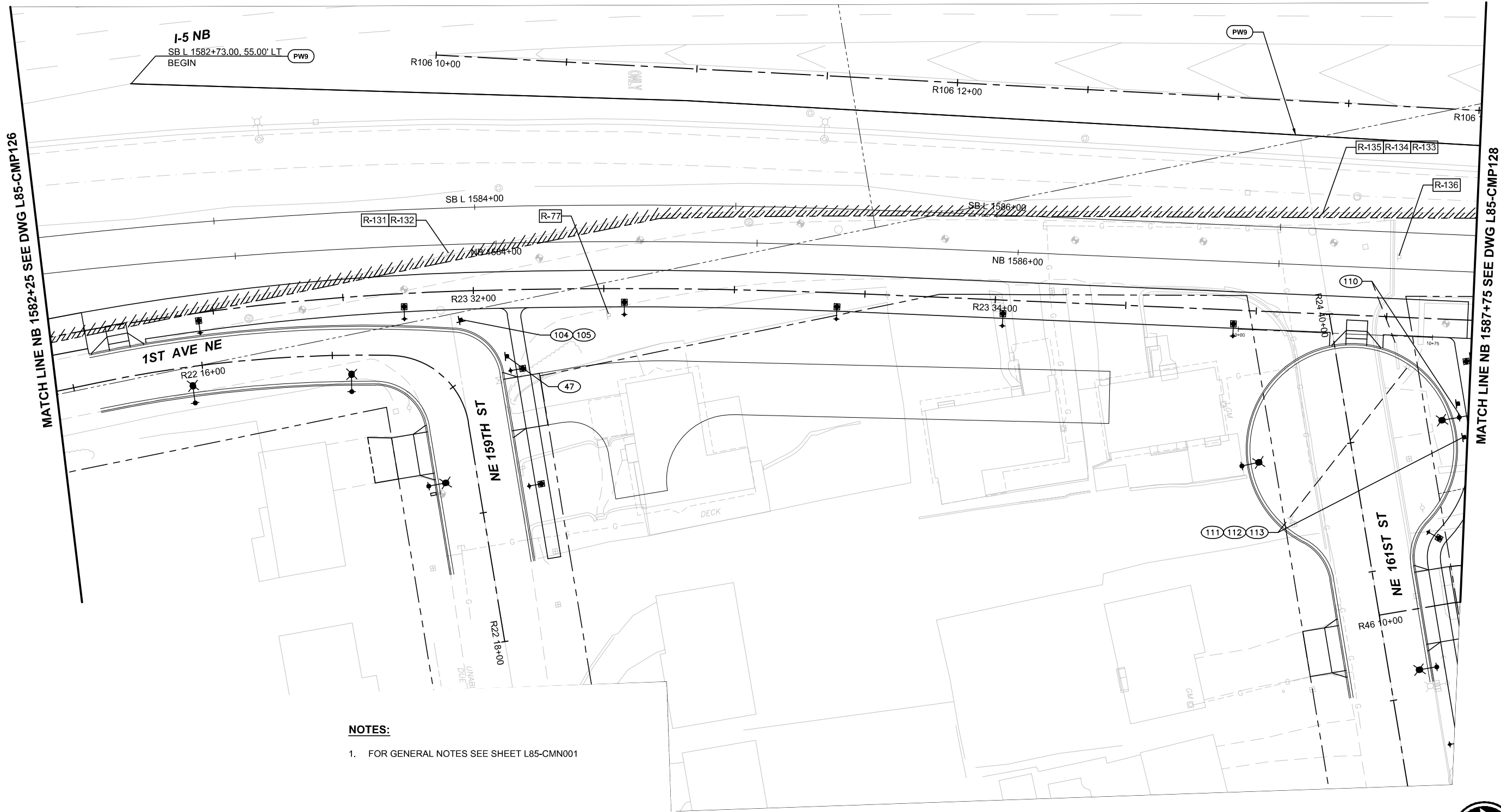
**POTENTIAL TIMELINE**

- Q1 2019 - Begin Sewer work and house demo. Parking Lot will be out of use to construct the sewer.
- Q3 2019 - NTP of Guideway Package which will include the replacement parking lot.
- Q4 2019 - Q1 2020 - Construct replacement parking lot
- Q2 - Open new Parking Lot

Exhibit B - Draft Temporary Construction Area and Parking Plan

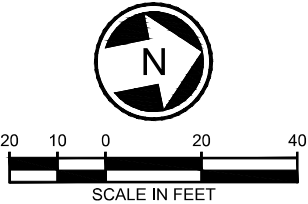


Xrefs:  
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xLLE-SHUN-VRX  
xLLE-SEAT-VBP  
xLLE-SEAT-VRX  
xL200-L85-SEP100  
xL200-L85-SWP100  
xL200-L85-SZP100  
xL200-L85-KAP100  
xL200-L85-UCP100  
GB-SEAL-PCHU41790  
xL200-GB-G2K020  
xL200-NXX-CLP100  
xL200-NXX-CMP100  
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xL200-I85-ecop100  
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NOTES:

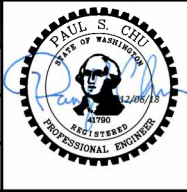
- 1. FOR GENERAL NOTES SEE SHEET L85-CMN001



11/19/18 | 7:04 PM | THUA  
C:\USERS\THUAS\WORKING\PROJECTS\200-L85-CMP127.DWG

100% SUBMITTAL						
ISSUED FOR PERMIT ONLY						
No.	DATE	DSN	CHK	APP	REVISION	

DESIGNED BY:	T. HUA
DRAWN BY:	R. GREENLEE
CHECKED BY:	J. GOH
APPROVED BY:	P. CHU



SUBMITTED BY:  
K. COLLINS

trusted design partners

DATE:  
7-12  
12/10/2018

REVIEWED BY:  
F. CHIHAB

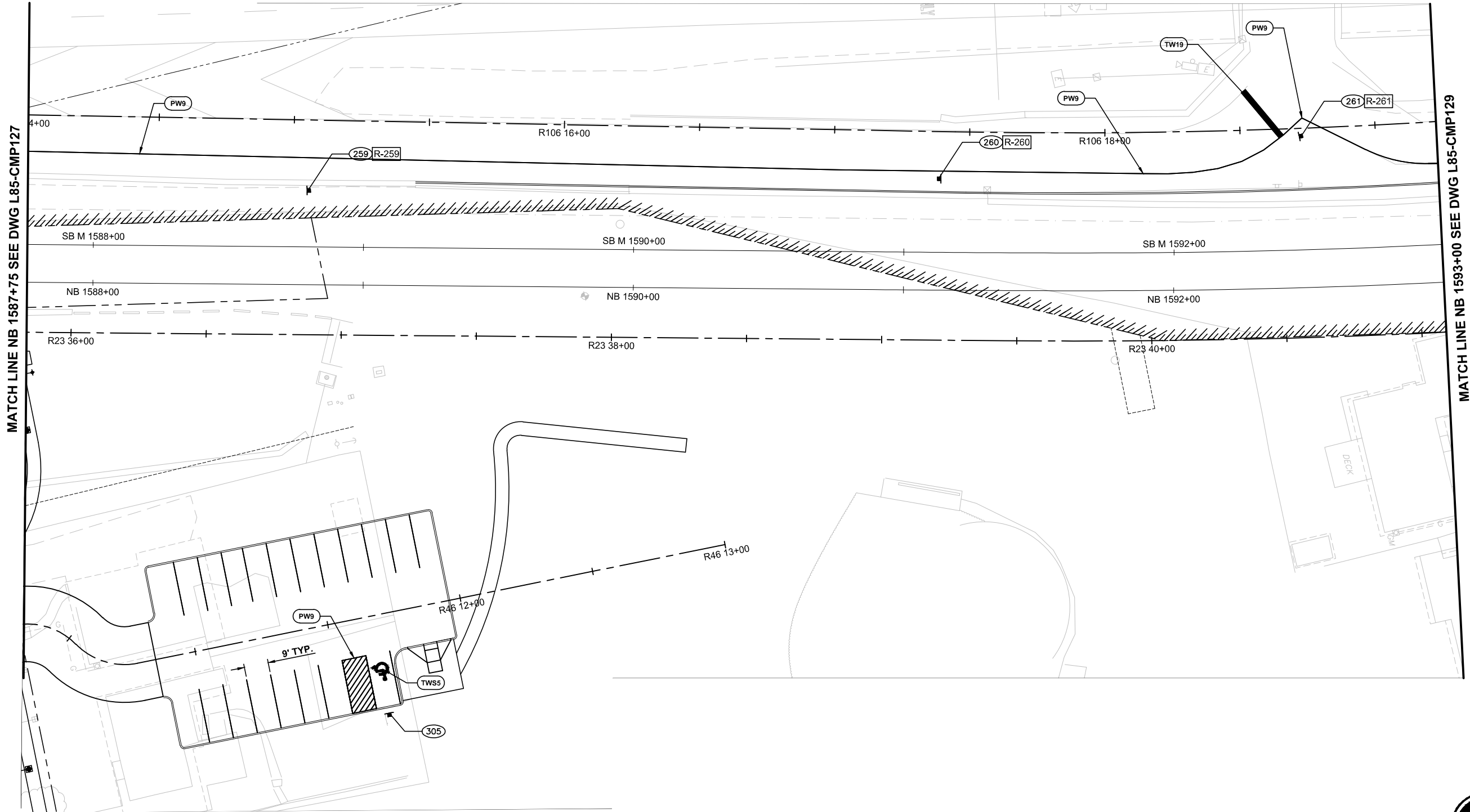
DATE:  
12/10/2018

SCALE:  
1" = 20'  
FILENAME:  
L200-L85-CMP127  
CONTRACT No.:  
RTA / CN 0079-15C  
DATE:  
12/10/2018

LYNNWOOD LINK EXTENSION  
CONTRACT L200  
NORTHGATE STATION TO NE 200TH STREET  
  
CIVIL  
PAVEMENT MARKING & SIGNAGE DETAIL  
NB 1582+25 TO NB 1587+75

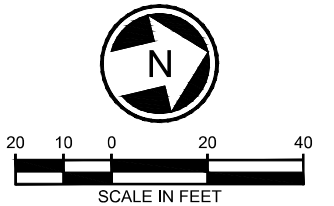
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LOCATION ID:	N16
SHEET No.:	303
REV:	0

Xrefs:  
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xLLE-SEAT-VRX  
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xL200-L85-SWP100  
xL200-L85-SZP100  
xL200-L85-KAP100  
xL200-L85-UCP100  
xL200-G85-GZK020  
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xL200-NXX-CMP100  
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**NOTES:**

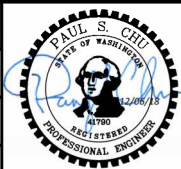
1. FOR GENERAL NOTES SEE SHEET L85-CMN001



**100% SUBMITTAL**

**ISSUED FOR  
PERMIT ONLY**

DESIGNED BY:  
T. HUA  
DRAWN BY:  
R. GREENLEE  
CHECKED BY:  
J. GOH  
APPROVED BY:  
P. CHU



**HNTB**

SUBMITTED BY:  
K. COLLINS

**HNTB  
Jacobs**  
trusted  
design  
partners

DATE:  
12/10/2018

REVIEWED BY:  
F. CHIHAB

LINE IS 1" AT  
FULL SCALE



DATE:  
12/10/2018

SCALE:  
1" = 20'  
FILENAME:  
L200-L85-CMP128  
CONTRACT No.:  
RTA / CN 0079-15C  
DATE:  
12/10/2018

**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
NORTHGATE STATION TO NE 200TH STREET  
CIVIL  
PAVEMENT MARKING & SIGNAGE DETAIL  
NB 1587+75 TO NB 1593+00

DRAWING No.:  
**L85-CMP128**  
LOCATION ID:  
N16  
SHEET No.:  
304  
REV:  
0

Lynnwood Link Extension  
**ENTRY AGREEMENT**  
 Form C

This Entry Agreement ("Agreement") is between the **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT")**, a regional transit authority of the State of Washington and **City of Shoreline** ("Owner" or "the City"). This Agreement is effective as of the date Owner signs below (the "Effective Date").

**RECITALS**

Owner owns certain real property ("Property") described below. Sound Transit wishes to gain access to the Property for the purpose(s) described below. Owner is willing to grant Sound Transit access to the Property on the terms and conditions of this Agreement. The Property is described as follows:

Parcel Address(es): 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155

Parcel Number(s): 2111600046 & 2881700193

**1. Grant of License.**

A. The City hereby grants permission to Sound Transit and its authorized employees, agents, representatives, and contractors (collectively, "Sound Transit") to enter onto the Property for the limited purposes of conducting some or all of the activities listed below (the "Access Rights Activities"):

- ☐ Video Recording and/or Photographic Baseline Survey (Exterior only)
- ☐ Video Recording and/or Photographic Baseline Survey (Exterior and Interior)
- ☐ Structural Settlement Points
- ☐ Utility Locates
- ☐ Ambient Noise Monitoring
- ☐ Ambient Vibration Monitoring
- ☐ Construction Noise Monitoring
- ☐ Construction Vibration Monitoring
- ☐ Dewatering Wells
- ☐ Automatic Monitoring Total Station
- ☐ Optical Survey Points
- ☐ Time Lapse Camera
- ☐ Other (For internal use only)

(See Attachment A for detailed description of Access Rights Activities.)

B. Sound Transit will not permit any other party except Sound Transit's duly authorized representatives, employees, agents and independent contractors (collectively "Representatives") and, in the case of utility locates, third-party utility companies to enter or use the Property.

C. Sound Transit and its Representatives agree to exercise due care while performing any and all Access Rights Activities so as not to interfere with the City's or any other party's activities on the Property, and not to cause damage.

D. Sound Transit and its agents shall remove any equipment and personal property in connection with the Access Rights Activities and shall restore the Property at the end of its activities to a condition as good as or better than that which existed immediately prior to Sound Transit's or its Representatives' entry onto the Property.

E. Sound Transit agrees to comply with all local, state, and federal laws, and rules, ordinances applicable to the Access Rights Activities including obtaining any necessary permits.

F. Sound Transit shall provide the City with copies of any and all reports or analyses of all data collected from the Property, if any. The City may also choose to have a City representative present with Sound Transit during any data collection and/or may request that in addition to any data or reports that Sound Transit provide to the City all information related to the collection of the data upon request.

## **2. Contacts.**

In the event Sound Transit and/or its designated Representatives cannot access some or all of the Property, the following representatives of the owner (the "Contact Person(s)") can arrange for access to the Property.

Property Access:

Name: Kirk Peterson

Title: Parks Superintendent

Telephone #: 206-801-2614 (desk) or 206-391-2398 (cell)

Email: kpeterson@shorelinewa.gov

## **3. Liability.**

Sound Transit and its Representatives will be responsible for any damage done to the Property by Sound Transit or its Representatives. Sound Transit and its Representatives shall remove any equipment and personal property in connection with the Access Rights Activities and shall restore the Property at the end of its activities to a condition as good as or better than that which existed immediately prior to Sound Transit's or its Representatives' entry onto the Property. Sound Transit shall be responsible for any damages caused by the acts and/or omissions of Sound Transit while on the Property in connection with the Access Rights Activities, unless solely caused by the negligence or willful misconduct of City or any of its elected officials, officers, employees, agents, representatives, invitees, other licensees, or volunteers. Sound Transit and its agents shall indemnify and hold the City and its elected officials, officers, employees, agents, volunteers, successors, and assigns harmless from, and defend the City against, any and all losses, damages, costs, penalties, expenses, liabilities, judgments, liens, suits, claims, or demands relating to or arising out of the Access Rights Activities conducted on the Property pursuant to this Agreement, unless solely caused by the negligence or willful misconduct of City or any of its elected officials, officers, employees, agents, representatives, invitees, licensees, or volunteers. This obligation shall survive the termination of this Agreement.

## **4. Governing Law/Captions.**

The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Washington and venue shall be in the King County Superior Court.

## **5. No Third Party Rights/Assignment.**

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies upon any person other than the parties and their respective employees and representatives.

6. **Insurance.** Sound Transit and its Representatives shall procure and maintain the following insurance coverage for all employees or agents performing any Access Rights Activities on the Property:

A. **Commercial General Liability.** Sound Transit agrees that it will, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance will be provided by Sound Transit indicating that the City is included as an Additional Insured on the policy(ies) and Sound Transit shall provide thirty (30) days prior written notice to the City of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Sound Transit shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the City in the City's sole discretion.

B. **Automobile Liability insurance** with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

7. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other party specifying its intention to terminate this Agreement and setting forth the termination date.

8. **License Agreement.**

This license does not constitute a real property interest and does not confer any rights upon Sound Transit other than the rights expressly granted herein. This license may be revoked by Owner at any time by providing notice to Sound Transit at 206-398-5300 or by email at [lynnwoodlink@soundtransit.org](mailto:lynnwoodlink@soundtransit.org).

**CITY OF SHORELINE**

**CENTRAL PUGET SOUND REGIONAL  
TRANSIT AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

## Attachment A – Definitions of Work

**Video Recording and/or Photographic Baseline Survey (Exterior only)**

Establishing a video recording and/or photographic baseline survey of property condition prior to the proposed construction and its related facilities. Survey activities shall entail Sound Transit and its Representatives documenting the general preconstruction condition of the Property by preparing a video recording and/or taking photographs of areas such as, but not limited to, existing driveways and parking areas, sidewalks, curbs, ditches, roadways, landscaping, trees, headwalls, equipment structures, pavements, manholes, handrails, surface improvements (e.g., walkways, stairs, retaining walls, etc.), foundations, building exteriors, and/or other features of the Property. Survey activities may typically be completed in one day. However, under certain circumstances, more than one day may be required.

**Video Recording and/or Photographic Baseline Survey (Exterior and Interior)**

Same as above and building interiors.

**Structural Settlement Points**

Installing, monitoring and removal of the structural settlement points or crack gauges to be placed on the foundation or walls of buildings and selected surface features located on the Property. Monitoring activity will occur primarily from city streets and alleys, but in some cases will be needed to be conducted from locations on the subject property. Before commencing any installation activities, Sound Transit will notify owners with door hangers and/or mailings that will have a description of the typical equipment to be installed, the frequency and duration of the testing and an estimated date of removal of the test equipment. If a monitoring point needs to be placed in a locked yard, or other secure area, Sound Transit, or their representative, will contact the Contact Person(s) identified in this Entry Agreement to develop a monitoring schedule.

**Utility Locates**

The utility companies that serve the Property, or have easements on the Property, will locate their utilities and mark their subsurface locations on the surface of the Property.

**Ambient Noise Monitoring**

This will include installing, establishing, monitoring and removing sound equipment to document existing ambient noise levels. The noise monitoring may be conducted in both indoor and outdoor areas and the monitoring duration will generally take one (1) day to complete. However, under certain circumstances, more than one day may be required.

**Ambient Vibration Monitoring**

This will include setting up vibration testing equipment, monitoring and removing equipment to document how vibration might travel from the proposed light rail tracks to nearby buildings. The vibration testing will be conducted in both indoor and outdoor areas and will generally take one (1) day to complete which includes set up, testing, and take down. However, under certain circumstances, more than one day may be required.

**Construction Noise Monitoring**

This will include installing, establishing, monitoring and removing sound equipment to monitor noise levels from construction activities. The noise monitoring may be conducted in both indoor and outdoor areas and the outdoor monitoring duration will generally range from several days to several weeks. In some cases, the monitoring may extend up to 5 years.

**Construction Vibration Monitoring**

This will include installing, establishing, monitoring and removing equipment to monitor vibration levels from construction activities. The vibration monitoring may be conducted in both indoor and outdoor areas and the outdoor monitoring duration will generally range from several days to several weeks. In some cases, the monitoring may extend up to 5 years.

**Dewatering Well(s)**

This will include drilling, installation and decommission of the dewatering well(s) and discharge piping. Prior to commencing work Sound Transit will provide the Owner with a detailed work plan, accompanied by a sketch of proposed well location(s) and site including truck parking where the work will take place. The dewatering well(s) will be decommissioned in accordance with state regulations.

**Automatic Monitoring Total Station**

This will be for placing, maintaining, and removing of an Automatic Monitoring Total Station (AMTS) for settlement monitoring on the roof of the building. The AMTS is free standing and will not require any penetrations into the building and weighs less than \_\_\_\_ pounds. Access to a standard 110 electrical outlet and minor electricity usage will be required. Sound Transit shall bear the cost of installing an electrical outlet, if one is not available. Sound Transit shall also bear the cost of electricity usage, if it is practical for Owner to allocate billing of such usage. Before installation of any monitoring equipment and at any time thereafter when access is required, Sound Transit or its representative will contact the Contact Person(s) identified in this Entry Agreement at least 48 hours in advance to coordinate entry onto the Property and into the building.

**Optical Survey Points**

This will include installing, monitoring and removal of the optical survey points (OSP) to be placed on the roof of the building. Installation of the OSP will be completed in less than one day. Installation of the OSP shall not penetrate any roof membrane and all installation shall be done in a weather-resistive manner. At the end of the project the OSP will be removed. Once installed, the monitoring activity will occur from off site. Before installation of any monitoring equipment and at any time thereafter when access is required, Sound Transit or their representative will contact the Contact Person(s) identified in this Entry Agreement at least 48 hours in advance to coordinate entry onto the Property and into the building.

**Time Lapse Camera**

Placing, maintaining, and removing a time-lapse camera on the roof of the building. The camera will automatically take periodic pictures of the adjacent station construction site and transmit the pictures via a cellular transmission. Camera will be free standing on a weighted base which will not require any penetrations into the building. Access to a standard 110 electrical outlet and minor electricity usage will be required. Sound Transit shall bear the cost of installing an electrical outlet, if one is not available. Sound Transit shall also bear the cost of electricity usage, if it is practical for Owner to allocate billing of such usage. Before installation of the camera and at any time thereafter, when access is required, Sound Transit or their representative will contact the Contact Person(s) identified in this Entry Agreement at least 48 hours in advance to coordinate entry onto the Property and into the building.

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

**TEMPORARY CONSTRUCTION EASEMENT**  
**(STAGING AND LONG-TERM GENERAL CONSTRUCTION)**

**Grantor(s):** City of Shoreline  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.  
**Assessor’s Tax Parcel No(s):** 2111600046 & 2881700193  
**ROW No(s):** LL180 & LL181

City of Shoreline, a Washington municipal corporation, (“Grantor”), is the owner of real property located in the City of Shoreline commonly known as 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155 , and more particularly described in the legal description attached as Exhibit “A” Grantor’s Entire Parcel (“Property”).

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington (“Grantee”), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension (“Project”).

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a temporary construction easement (“Easement”) within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit “B” and depicted in Exhibit “C” (“Easement Area”).

2. **Purpose of Easement.** Grantee, its contractors, agents, and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of staging and construction (which may include, but not be limited to: staging and construction of the guideways, station, drainage, garage, parking, signal house, retaining walls, crane foundation and tower; street connections, utilities, utility connections; to re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grade, sidewalks, retaining walls; and parking lot reconstruction) (“Grantee’s Work”). When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the performance of Grantee’s Work described herein. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto. Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor’s access to the Property from the adjacent public right-of-way.

In the event Grantee’s utility connection work requires access to portions of the Property in addition to that depicted in Exhibit C, Grantee may enter into such additional property

ROW #: LL180 & LL181

Temporary Construction Easement-Staging-Long Term  
Form approved by Civil 10/06/17  
Last saved by Tanya M. Johnson 6/14/19

for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.

Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** Subject to Paragraph 4, below, in the event private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace such improvements or restore such improvements to a condition that is as good as or better than that which existed prior to the use, or as negotiated separately by the Grantee and Grantor; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2. In the event Grantee does not comply with the foregoing requirement, Grantor may, upon reasonable advance notice to Grantee, take the actions to restore the property at Grantee's sole cost and expense.

During the Term, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and sanitary condition.

4. **Term of Easement.** The term of the Easement (the "Term") shall commence upon mutual execution of this Easement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement Area for the purposes described in Paragraph 2. Grantee will provide fourteen (14) calendar days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee's Work for a period of **FIFTY-SEVEN (57)** consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. The Easement will remain in effect until **December 31, 2023** or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional **SIX (6) consecutive months**, upon thirty (30) calendar day's prior written notice to the Grantor.

5. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The Grantee shall defend, indemnify and hold the Grantor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except to the extent such injuries and damages are caused by the sole negligence or intentional misconduct of the Grantor or its elected officials, officers, employees, agents, representatives, invitees, licensees, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. **Binding Effect.** This Easement is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.

7. **Insurance.** During the Term, Grantee and its agents, contractors and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing any work on the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

**8. Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

**9. Recording.** Grantee will record at its sole cost and expense this Easement in the real property records of **King** County, Washington. Grantee shall file a release of this Easement at its sole cost and expense at the termination of this Easement.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Grantor: City of Shoreline, a municipal corporation**

By: \_\_\_\_\_  
Debbie Tarry

Its: City Manager

Approved as to Form:

By \_\_\_\_\_  
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON }  
 } SS.  
COUNTY OF \_\_\_\_\_ }

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

**Dated:** \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.  
Day Month Year

**Grantee: Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } SS.

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CENTRAL PUGET  
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the  
uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;  
EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND  
155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALY FROM THE  
CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO  
EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

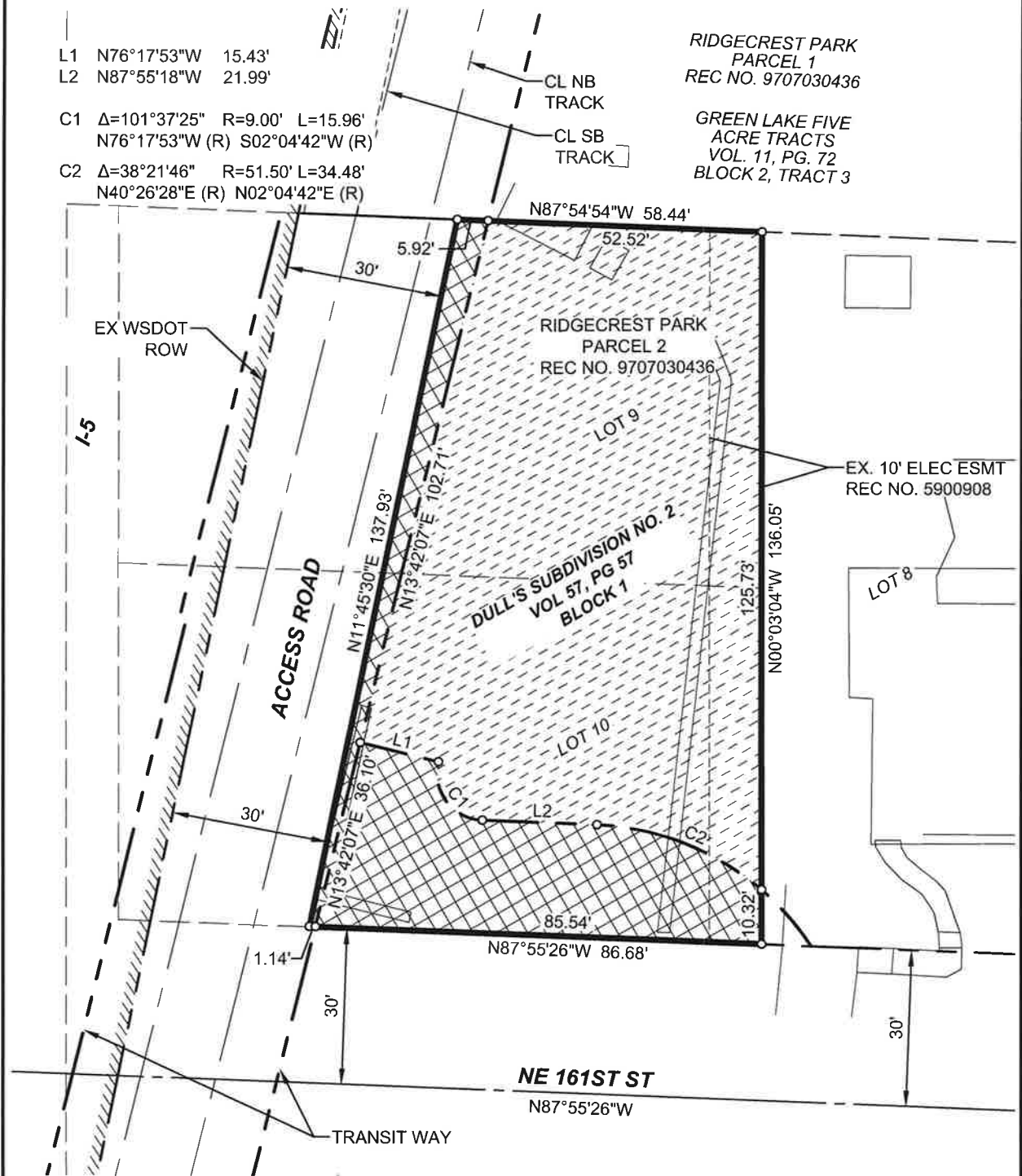
R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

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*Earl J. Bone 1/10/19*

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



SHEET 1 OF 3

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

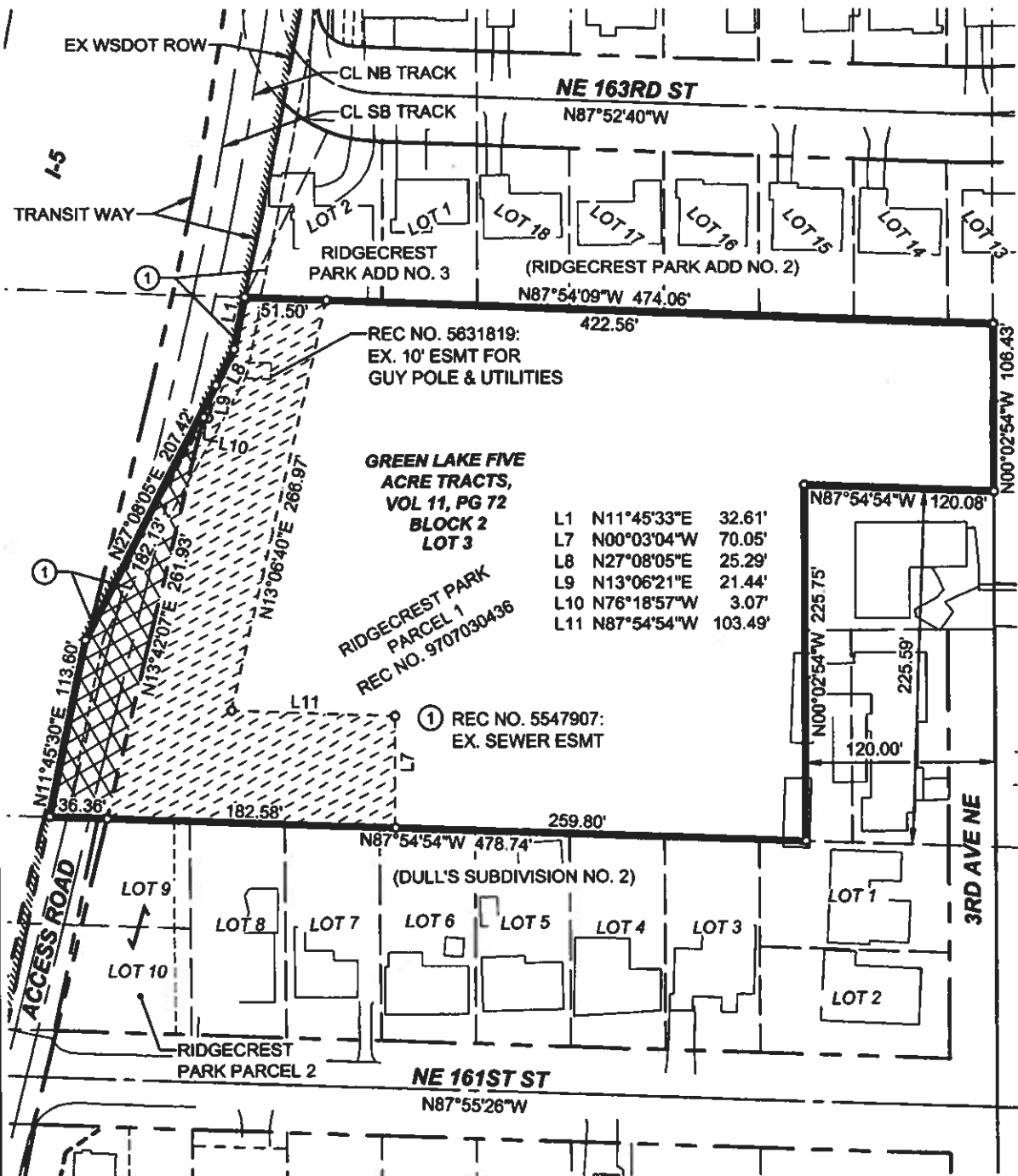
R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

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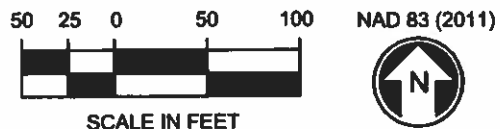
*Earl J. Bone 1/10/19*

# FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



TEMP CONST ESMT

FEE TAKE

SHEET 1 OF 4

 <b>SOUNDTRANSIT</b>  <b>HNTB Jacobs</b> <small>Trusted design and build</small>  <b>L &amp; A LIN &amp; ASSOCIATES</b> LINK LIGHT RAIL TRANSIT SYSTEM		PARCEL AREA: 153,238 SF    CONST ESMT: 27,621 SF FEE TAKE AREA: 7,439 SF REMAINDER AREA: 145,799 SF
		<b>EXHIBIT "C"</b> R/W NO. LL-181 PARCEL MAP
		ASSESSOR NO.: 2881700193    DATE: 1/15/2019 OWNER: CITY OF SHORELINE
		BLOCK NO.: 2    LOT NO.: 3 CITY OF SHORELINE    KING COUNTY, WA

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

**UTILITIES EASEMENT**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

City of Shoreline, a municipal corporation ("Grantor") is the owner of real property located in the City of Shoreline commonly known as Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent utilities easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit "B" and depicted in the attached Exhibit "C" ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes including, but not limited to, the construction, operation, inspection, maintenance, replacement, improvement, removal, and use of utilities and associated appurtenances ("Grantee's Work"). Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

ROW #: LL180 & LL181

Utilities Easement  
Form approved by Civil 10/06/17  
Last saved by Tanya M. Johnson on 6/14/19

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

**4. Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

**5. Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

**6. Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

**7. Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

**Commercial General Liability.** Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

**Other Insurance Provision.** The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. **Condemnation.** This Easement is granted under the threat of condemnation.

10. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.  
Day Month Year

Grantor: City of Shoreline, a municipal corporation

By: \_\_\_\_\_  
Debbie Tarry  
Its: City Manager

Approved as to Form:  
By \_\_\_\_\_  
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON }  
COUNTY OF KING } SS.  
}

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.  
Day Month Year

**Grantee: Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } SS.

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CENTRAL PUGET  
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the  
uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;  
EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND  
155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALY FROM THE  
CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO  
EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Sewer Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
DESCRIBED AS FOLLOWS:

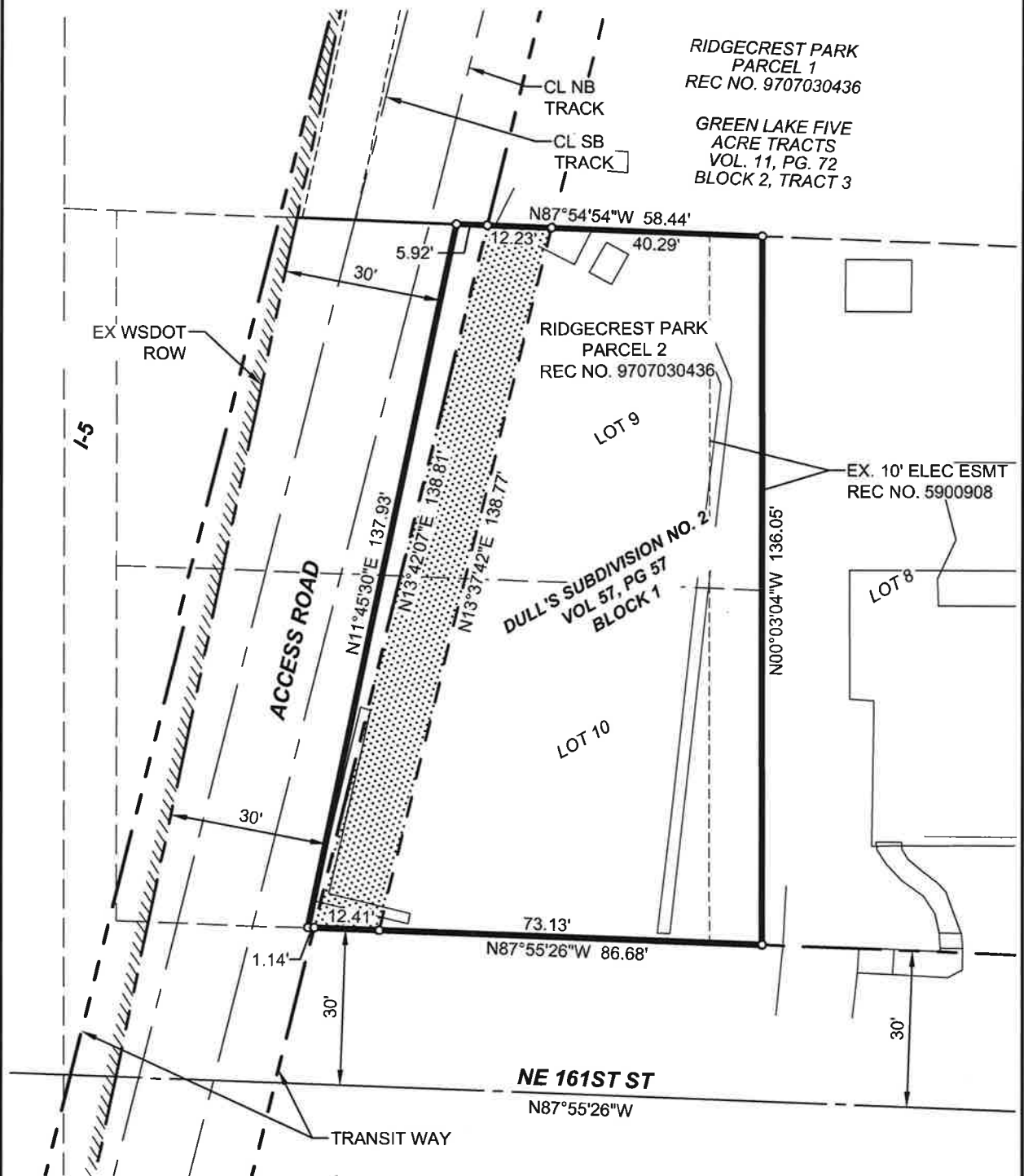
COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF  
73.13 FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING N87°55'26"W ALONG SAID SOUTH LINE, A DISTANCE OF 12.41 FEET;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S  
PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH  
LINE, FROM THE NORTHEAST CORNER THEREOF;  
THENCE S87°54'54"E ALONG SAID NORTH LINE A DISTANCE OF 12.23 FEET;  
THENCE S13°37'42"W A DISTANCE OF 138.77 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,675 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

SEWER EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



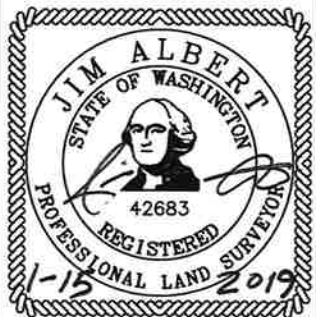
LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL

PERMANENT ESMT



SHEET 3 OF 3

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 9,866 SF	SEWER ESMT: 1,675 SF
EXHIBIT "C" R/W NO. LL-180 PARCEL MAP	
ASSESSOR NO.: 2111600046	DATE: 1/15/2019
OWNER: CITY OF SHORELINE	
BLOCK NO.: 1	LOT NO.: 9 & 10
CITY OF SHORELINE	KING COUNTY, WA

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Sewer Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
DESCRIBED AS FOLLOWS:

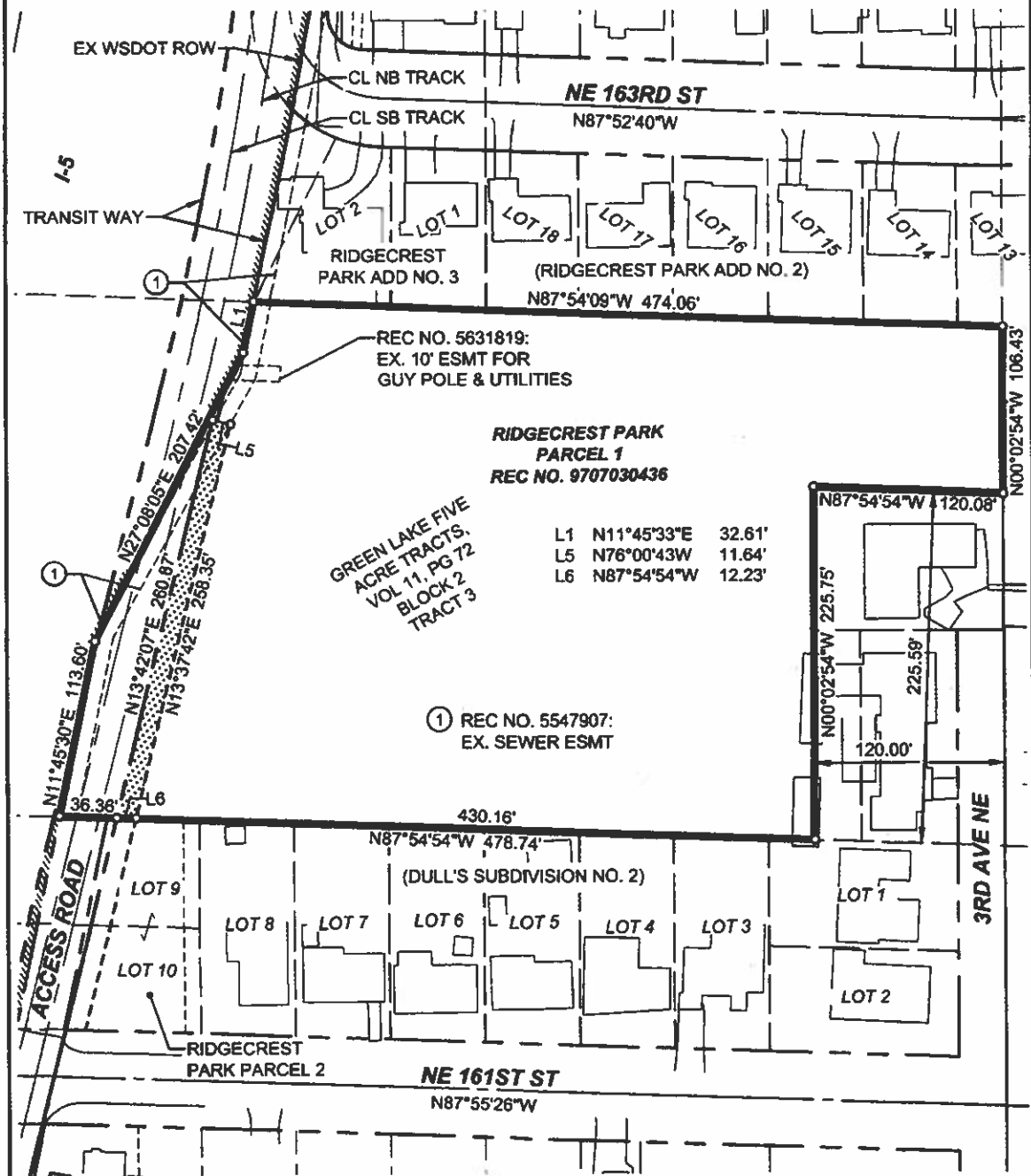
COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 430.15  
FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING S87°54'54"E ALONG SAID LINE A DISTANCE OF 12.23 FEET;  
THENCE N13°42'07"E A DISTANCE OF 260.87 FEET;  
THENCE S76°00'43"E A DISTANCE OF 11.64 FEET TO THE EASTERLY LINE OF THE EXISTING  
SEWER EASEMENT RECORDED UNDER RECORDING NUMBER 5547907;  
THENCE S13°37'42"W A DISTANCE OF 258.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,067 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

# SEWER EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



50 25 0 50 100 NAD 83 (2011)



SCALE IN FEET



SHEET 4 OF 4



FINAL DESIGN PARTNERS.

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 153,238 SF  
SEWER ESMT: 3,067 SF

EXHIBIT "C"  
R/W NO. LL-181 PARCEL MAP

ASSESSOR NO.: 2881700193 DATE: 02/12/2018  
OWNER: CITY OF SHORELINE  
BLOCK NO.: N/A LOT NO.: PARCEL 1  
CITY OF SHORELINE KING COUNTY, WA

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

**WALL MAINTENANCE EASEMENT**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

City of Shoreline, a municipal corporation("Grantor"), is the owner of real property located in the City of Shoreline commonly known as **Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155**, and more particularly described in the legal descriptions attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the East Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and/or assigns, a permanent Wall Maintenance Easement within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit "B"**, and depicted in the attached **Exhibit "C"** ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes of inspection, maintenance, and repair of a wall system, which will include but not be limited to sub-surface drainage, located on Grantee's property ("Grantee's Work"). In the event, trees or vegetation located on Grantor's Property adversely impacts the wall system or the light rail system, the Grantee, after reasonable notification and approval by the Grantor, may trim such vegetation as necessary. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

ROW #: LL180 & LL181

Wall Footing and Maintenance Easement  
Form approved by Civil 3/13/2018  
Last saved by Tanya M. Johnson 6/14/2019

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

4. **Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.25.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

6. **Binding Effect.** . This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and insures to the benefit of Grantee, its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. **Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. **Condemnation.** This Easement is granted under the threat of condemnation.

10. **Recording.** Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

Grantor: **City of Shoreline**

By: Debbie Tarry

Its: City Manager

Approved as to Form:

By \_\_\_\_\_

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON

}  
} SS.  
}

COUNTY OF KING

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.  
Day Month Year

**Grantee: Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
Sound Transit Legal Counsel

STATE OF WASHINGTON }  
COUNTY OF KING } SS.  
}

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CENTRAL PUGET  
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for  
the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;  
EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND  
155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALY FROM THE  
CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO  
EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Wall & Maintenance Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") BEING A STRIP OF LAND 10.00 FEET IN WIDTH, THE **WESTERLY** LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED **LINE**;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE **END** OF THE HEREIN DESCRIBED **LINE**.

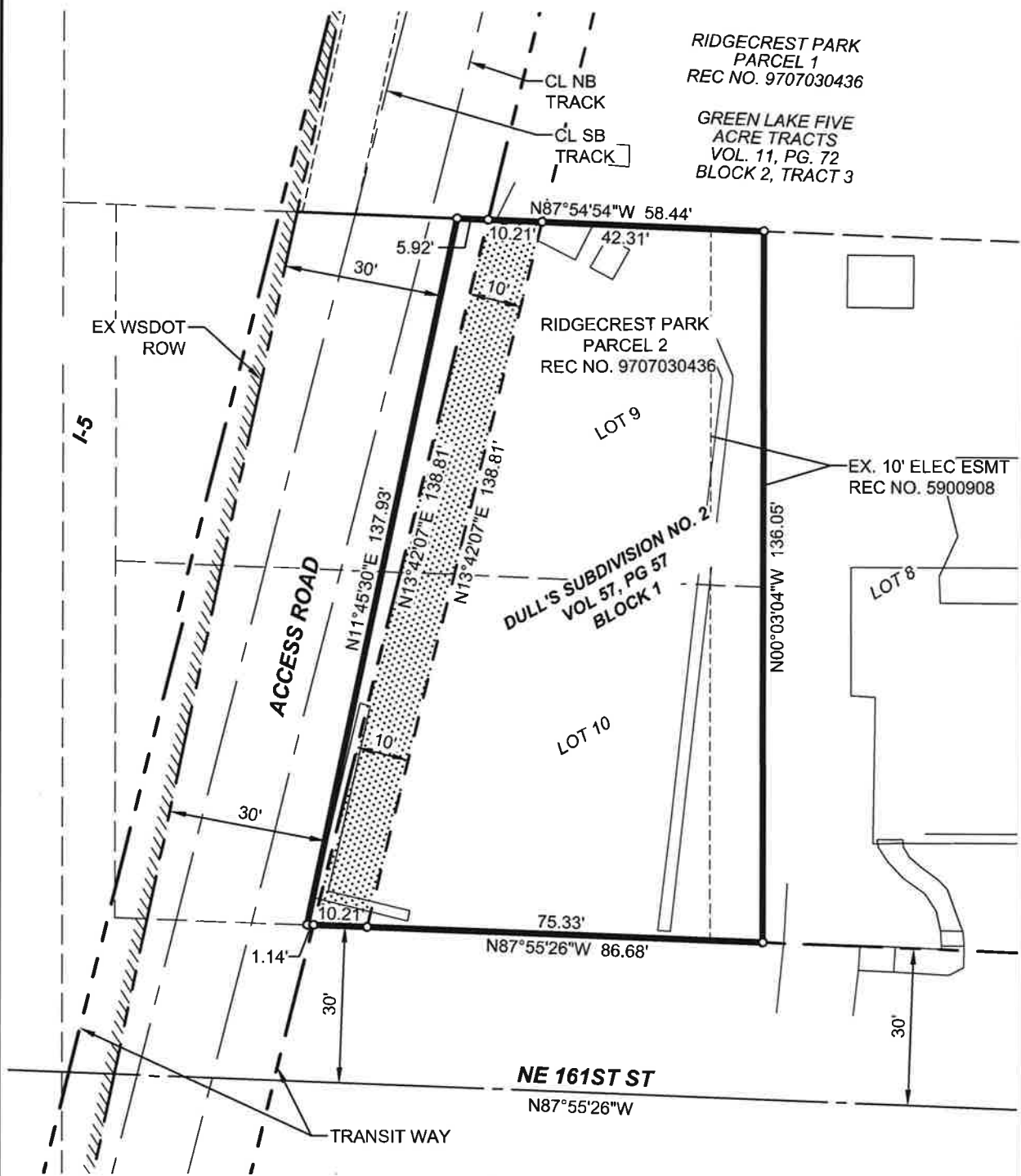
THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE NORTH AND SOUTH LINES OF GRANTOR'S PARCEL.

CONTAINING 1,388 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

WALL & MAINTENANCE EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



**LEGEND**

- LIGHT RAIL TRANSIT WAY
- RIGHT-OF-WAY LINE
- EASEMENT LINE PERMANENT
- EASEMENT LINE TEMPORARY
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTER LINE
- PLATTED LOT LINE
- PROPERTY LINE
- PARENT PARCEL

15 7.5 0 15 30 NAD 83 (2011)

SCALE IN FEET

PERMANENT ESMT

SHEET 2 OF 3

 <b>SOUNDTRANSIT</b>  <b>HNTB Jacobs</b> <small>Trusted design partners</small>  <b>L &amp; A</b> LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM		PARCEL AREA: 9,866 SF WALL ESMT: 1,388 SF
		<b>EXHIBIT "C"</b> <b>R/W NO. LL-180 PARCEL MAP</b>
		ASSESSOR NO.: 2111600046      DATE: 1/15/2019 OWNER: CITY OF SHORELINE
		BLOCK NO.: 1      LOT NO.: 9 & 10 CITY OF SHORELINE      KING COUNTY, WA

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Wall & Maintenance Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING BETWEEN THE FOLLOWING DESCRIBED LINES:

**EAST SIDE LINE:**

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 432.17 FEET  
TO THE **POINT OF BEGINNING**;  
THENCE N13°42'07"E A DISTANCE OF 259.87 FEET;  
THENCE S76°18'57"E A DISTANCE OF 2.97 FEET;  
THENCE N12°59'58"E A DISTANCE OF 79.53 FEET TO THE NORTH LINE OF GRANTOR'S  
PARCEL, BEING THE **END** OF THE HEREIN DESCRIBED EAST SIDE LINE;

**WEST SIDE LINE:**

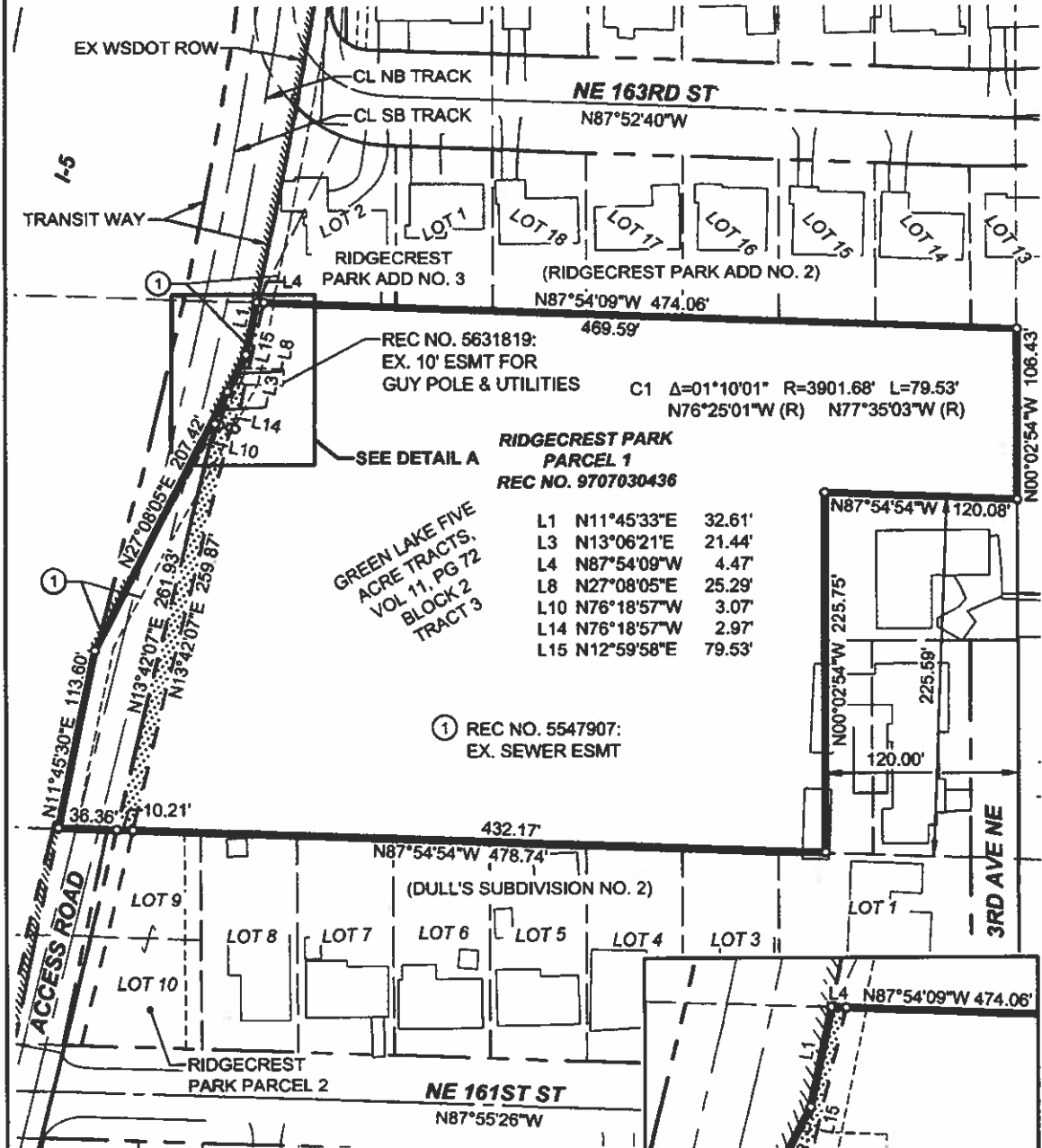
COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 442.38 FEET  
TO THE **POINT OF BEGINNING**;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF GRANTOR'S PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;  
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST CORNER  
OF GRANTOR'S PARCEL, BEING THE **END** OF THE HEREIN DESCRIBED WEST SIDE LINE.

CONTAINING 3,121 SQUARE FEET, MORE OR LESS.

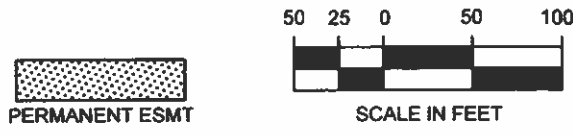
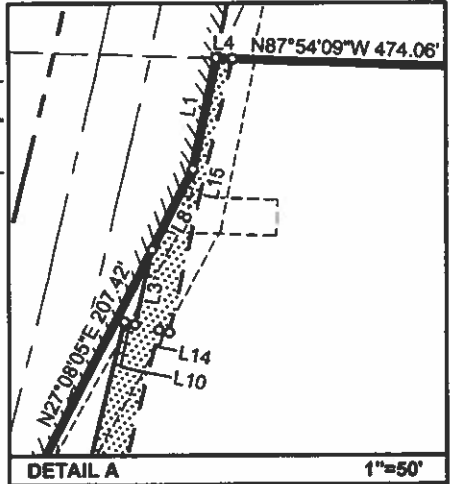
*Earl J. Bone 1/10/19*

# WALL & MAINTENANCE EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



NAD 83 (2011)



SHEET 3 OF 4

<p><b>SOUND TRANSIT</b></p> <p>FINAL DESIGN PARTNERS.</p> <p><b>L &amp; A LIN &amp; ASSOCIATES</b></p> <p>LINK LIGHT RAIL TRANSIT SYSTEM</p>		<p>PARCEL AREA: 153,238 SF</p> <p>WALL ESMT: 3,121 SF</p> <p><b>EXHIBIT "C"</b></p> <p><b>R/W NO. LL-181 PARCEL MAP</b></p> <p>ASSESSOR NO.: 2881700193 DATE: 02/12/2018</p> <p>OWNER: CITY OF SHORELINE</p> <p>BLOCK NO.: N/A LOT NO.: PARCEL 1</p> <p>CITY OF SHORELINE KING COUNTY, WA</p>
--	--	---

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

**SUBSURFACE ANCHORS EASEMENT**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2881700193

**ROW No(s):** LL181

City of Shoreline, a municipal corporation ("Grantor") is the owner of real property located in the City of Shoreline commonly known as Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent subsurface anchors easement ("Easement") under the surface of and through the Property, more particularly described in the attached Exhibit "B" and depicted in the attached Exhibit "C" ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of drilling and installation of subsurface anchors to be installed from adjacent property ("Grantee's Work"). Grantee shall have the right to install subsurface anchors within the Easement Area, as depicted in Exhibit "C". Grantee will assure that the drilling and installation of subsurface anchors will not interfere with utilities. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as

negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

**4. Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

**5. Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

**6. Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

**7. Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

**Commercial General Liability.** Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

**Automobile Liability insurance** with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

**Other Insurance Provision.** The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage

maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

**8. Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

**9. Condemnation.** This Easement is granted under the threat of condemnation.

**10. Recording.** Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.  
Day Month Year

Grantor: **City of Shoreline, a municipal corporation**

By: \_\_\_\_\_  
Debbie Tarry  
Its: City Manager

Approved as to Form:

By \_\_\_\_\_  
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON }  
COUNTY OF **KING** } SS.  
}

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Notary Public in and for the State of Washington  
Notary (print name): \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Day Month Year

**Grantee: Central Puget Sound Regional Transit Authority**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON }  
 } SS.  
COUNTY OF KING }

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CENTRAL PUGET**  
**SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for the  
uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

**Notary Public in and for the State of Washington**

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Subsurface Anchor Easement Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
DESCRIBED AS FOLLOWS:

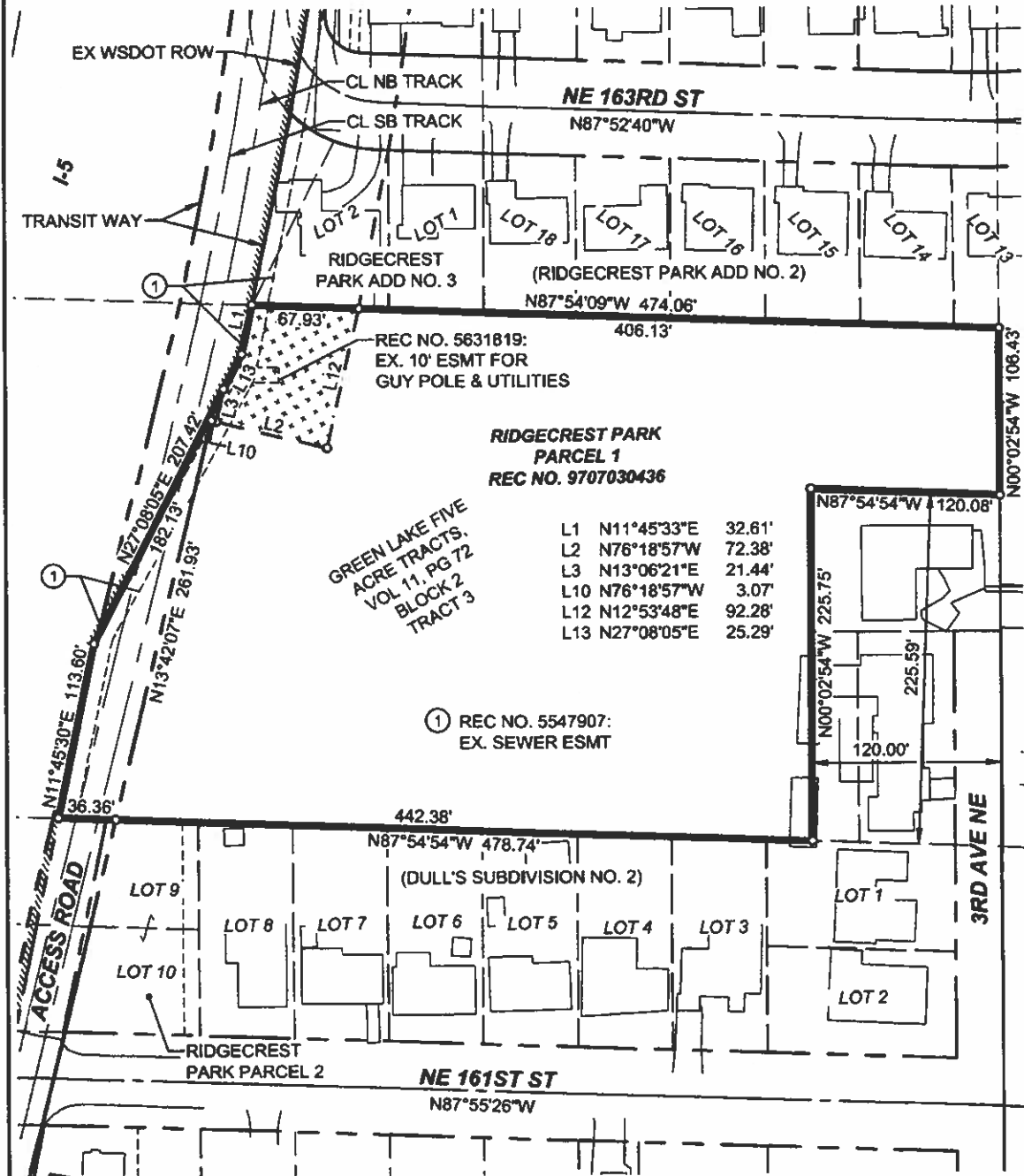
COMMENCING AT THE NORTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'09"W ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 406.13  
FEET TO THE **POINT OF BEGINNING**;  
THENCE S12°53'48"W A DISTANCE OF 92.28 FEET;  
THENCE N76°18'57"W A DISTANCE OF 72.38 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;  
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST  
CORNER OF GRANTOR'S PARCEL;  
THENCE S87°54'09"E ALONG THE NORTH LINE OF SAID PARCEL A DISTANCE OF 67.93 FEET  
TO THE **POINT OF BEGINNING**;

CONTAINING 5,873 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

SUBSURFACE ANCHOR EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



**LEGEND**

- LIGHT RAIL TRANSIT WAY
- - - EASEMENT LINE PERMANENT
- - - EASEMENT LINE TEMPORARY
- - - EXISTING RIGHT-OF-WAY LINE
- STREET CENTER LINE
- PLATTED LOT LINE
- PROPERTY LINE
- PARENT PARCEL

50 25 0 50 100 NAD 83 (2011)

SCALE IN FEET

N

SUBSURFACE ESMT

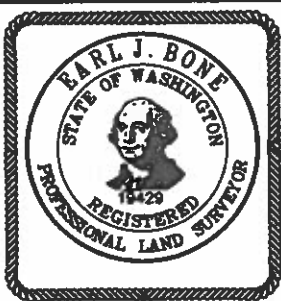
SHEET 2 OF 4

**SOUNDTRANSIT**

FINAL DESIGN PARTNERS.

**L & A LIN & ASSOCIATES**

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 153,238 SF  
SUBSURFACE ESMT: 5,873 SF

**EXHIBIT "C"**  
**R/W NO. LL-181 PARCEL MAP**

ASSESSOR NO.: 2881700193 DATE: 02/12/2018  
OWNER: CITY OF SHORELINE  
BLOCK NO.: N/A LOT NO.: PARCEL 1  
CITY OF SHORELINE KING COUNTY, WA

**WHEN RECORDED RETURN TO:**

Sound Transit  
Real Property Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

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**MEMORANDUM OF POSSESSION AND USE AGREEMENT**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

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THIS MEMORANDUM OF POSSESSION AND USE AGREEMENT (this “Memorandum”) is made and entered into effect as of the last date signed below by and between Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington (“Sound Transit”), and City of Shoreline, a Washington municipal corporation (“Owner”).

- 1. Property.** Owner is the owner of certain real property located in **Shoreline**, Washington, **King** County Tax Parcel No. 2111600046 & 2881700193, and having an address of 108 NE 161<sup>st</sup> Street, Shoreline, Washington 98155 (the “Property”). The Property is legally described in **Exhibit A** hereto.
- 2. Project.** Sound Transit is authorized pursuant to Sound Transit Board Resolution No. **R2017-19** to acquire a portion of the Property for its Lynnwood Link light rail project and its related facilities (the “Project”).
- 3. Possession and Use.** Pursuant to that certain Administrative Possession and Use Agreement (the “Agreement”) dated **Insert Date of Admin P&U** the Owner has granted to Sound Transit, for purposes of the Project, possession and use of a certain portion of the Property (the “Portion”) as legally described in **Exhibit B** and depicted on **Exhibit C** hereto.
- 4. Term:** The term of the Agreement shall run from the date the Agreement is last signed through to the date the title to the Portion transfers to Sound Transit whether by deed, or decree, or by court order of immediate possession and use.
- 5. Public Use and Necessity.** Sound Transit and the Owner have agreed that the Portion is necessary for public use. If it becomes necessary for Sound Transit to institute condemnation proceedings, the Owner has waived any objection to the entry of an Order Adjudicating Public Use and Necessity and stipulated and acknowledges that the Agreement shall be treated as accorded the same effect as an Order for Immediate Possession and Use.
- 6. Purpose of Memorandum.** This Memorandum is prepared for the purpose of recordation to give notice of the Agreement and certain rights thereunder, and shall not be construed to define, limit, amend or modify the Agreement. In the event of a conflict between the terms hereof and the terms of the Agreement, the terms of the Agreement shall control. This Memorandum may be executed in counterparts.

(Signatures on following page)

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.  
Day Month Year

Grantor: **City of Shoreline, a municipal corporation**

By: \_\_\_\_\_

Debbie Tarry

Its: \_\_\_\_\_

City Manager

Approved as to Form:

By \_\_\_\_\_

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON

}  
} SS.  
}

COUNTY OF KING

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**Grantee: Central Puget Sound Regional Transit Authority**

Its: \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ is the person who appeared before me, and said person  
acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized  
to execute the instrument and acknowledged it as the  
\_\_\_\_\_ of **CENTRAL PUGET  
SOUND REGIONAL TRANSIT AUTHORITY** to be the free and voluntary act of such party for  
the uses and purposes mentioned in this instrument.

7i-62

**EXHIBIT A**

Legal Description of the Property

DRAFT

**EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;  
EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND  
155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALY FROM THE  
CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO  
EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

**EXHIBIT "B"**

Legal Description of the Portion (Fee Take and Easement Areas)

DRAFT

**EXHIBIT "B"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING  
**WESTERLY OF THE FOLLOWING DESCRIBED LINE:**

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
85.54 FEET TO THE **POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE**;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S  
PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH  
LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE  
HEREIN DESCRIBED **LINE**.

CONTAINING 481 SQUARE FEET, MORE OR LESS

**TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:**

**BEGINNING** AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
85.54 FEET;  
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;  
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS  
N76°17'53"W;  
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A  
CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;  
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE  
RIGHT HAVING A RADIUS OF 51.50 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;  
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF  
BEGINNING**.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 5/7/19*

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,  
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF  
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING  
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,  
WASHINGTON);  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE END OF THE  
HEREIN DESCRIBED LINE.

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

LL181 Legal.doc

Earl J. Bone P.L.S.

1/9/2019

**Exhibit C**

Depitction of the Portion (Fee Take and Easement Areas)

DRAFT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

GREEN LAKE FIVE  
ACRE TRACTS  
VOL. 11, PG. 72  
BLOCK 2, TRACT 3

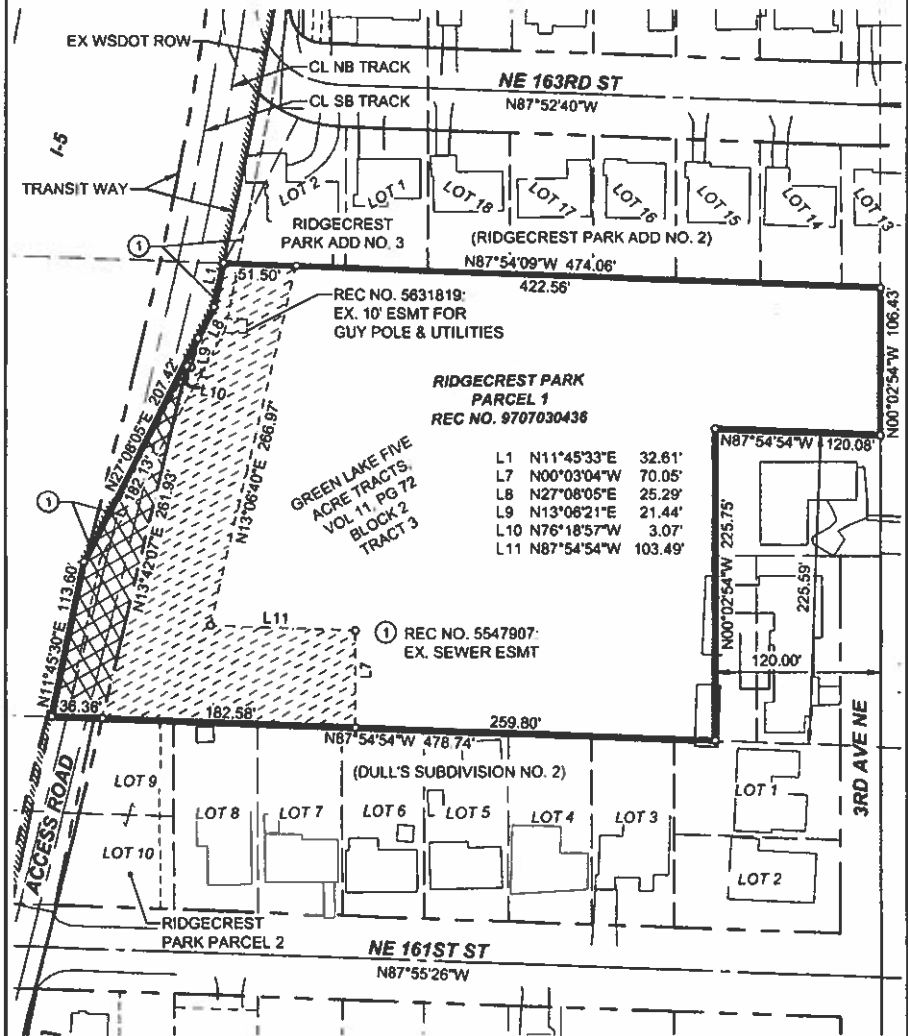


 FEE TAKE

KING COUNTY, WA

# FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

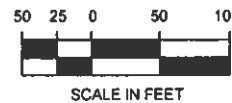


## LEGEND

	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL

TEMP CONST ESMT

FEE TAKE



NAD 83 (2011)



SHEET 1 OF 4

**SOUND TRANSIT**

FINAL DESIGN PARTNERS

**L & A LIN & ASSOCIATES**

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 153,238 SF	CONST ESMT: 27,621 SF
FEE TAKE AREA: 7,439 SF	
REMAINDER AREA: 145,799 SF	
<b>EXHIBIT "C"</b>	
<b>R/W NO. LL-181 PARCEL MAP</b>	
ASSESSOR NO.: 2881700193	DATE: 02/12/2018
OWNER: CITY OF SHORELINE	
BLOCK NO.: N/A	LOT NO.: PARCEL 1
CITY OF SHORELINE	KING COUNTY, WA

## ADMINISTRATIVE POSSESSION AND USE AGREEMENT

This Administrative Possession and Use Agreement (this “Agreement”) is made and entered into by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, and its successors and assigns (“Sound Transit”), and **City of Shoreline, a municipal corporation** (“Owner”). This Agreement is and shall be effective as of the date last signed below (“Effective Date”). Sound Transit and Owner may be referred to as “Party” or collectively as “Parties.”

### RECITALS

- A. Owner is the owner of certain real property located in **Shoreline** Washington, identified as **King** County Tax Parcel No. **2111600046 & 2881700193** and having an address of 108 NE 161<sup>st</sup> Street, Shoreline, Washington 98155 (the “Property”). The Property is legally described in **Exhibit A** hereto.
- B. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. **R2017-19** to acquire the Property for its **Lynnwood** Link light rail project and its related facilities (the “Project”).
- C. Sound Transit has offered to purchase a certain portion of the Property from Owner under threat of eminent domain (the “Portion”) as legally described in **Exhibit B** and depicted on **Exhibit C** hereto. **Compensation for the Portion shall be in the form of property replacement and improvements to the Property as stipulated in the March 8, 2018, Ridgecrest Park Letter of Concurrence Between the City of Shoreline and Sound Transit.**
- D. Sound Transit and Owner have not yet come to an agreement as to the final design of improvements and property replacement timing of the Compensation, but intend to continue negotiating to work toward a mutually agreeable resolution so as to ensure just compensation is provided to the Owner for the Portion.
- E. Pending such negotiations, the Parties have agreed that Owner will deliver immediate possession and use of the Portion to Sound Transit as provided for herein.

### AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Compensation.** As soon as practicable after the Effective Date, but no later than December 31, 2022, Sound Transit shall compensate the Owner in the form of property replacement and improvements as stipulated in the March 8, 2018 Ridgecrest Park 4(f) Letter of Concurrence between the City of Shoreline and Sound Transit (**Exhibit D**) and consistent with Conditions of Approval E(1), E(2), and J(5) set forth in the May 31, 2019 approval of Special Use Permit SPL18-0140 (**Exhibit E**). The March 8 Letter and the Conditions of Approval are attached hereto and incorporated by reference.
2. **Use and Possession.** On the Effective Date, Sound Transit shall be deemed to have, and Owner shall be deemed to have surrendered and conveyed, immediate possession and use of the Portion. The Date of Value for the determination of just compensation to be paid for the

Portion shall be the Effective Date. Interest shall be awarded on the difference, if any, between the value on the Effective Date and the final award of just compensation for the Portion, as determined at trial by the court or jury, as the case may be. Interest, if any, shall be calculated at a rate of eight percent (8%) per annum from the Date of Value until the date of payment of the final award of just compensation for the Portion as determined at trial.

3. **No Waiver.** Execution of this Agreement shall not waive Owner's right to seek compensation for the Portion above and beyond the Compensation contemplated in Paragraph 1.

4. **Acquisition of the Property.** Owner and Sound Transit shall continue negotiations regarding the just compensation to which Owner is entitled for the Portion. If Owner and Sound Transit reach agreement in this regard, the Parties shall enter into a purchase and sale agreement and Owner shall convey the Portion to Sound Transit via statutory warranty deed. The parties shall cooperate in negotiating, executing, and delivering such documents, along with any and all additional documents and agreements that are reasonably necessary to accomplish the conveyance contemplated herein. Should Owner and Sound Transit be unable to reach agreement regarding the just compensation to which Owner is entitled for the Portion, Sound Transit may at any time, in its sole discretion, formally initiate eminent domain proceedings to determine the just compensation to be paid for the Portion and to obtain a judgment and decree of appropriation for the Portion.

5. **Public Use.** Owner acknowledges and agrees that the Project is for a public purpose, that there is public use and necessity for Sound Transit's acquisition of the Portion, and that Sound Transit is acquiring the Portion under threat of eminent domain pursuant to Washington state law. Owner hereby waives any objection to entry of an order and judgment adjudicating public use and necessity in the event Sound Transit commences formal eminent domain proceedings, and shall stipulate to entry of such order upon request by Sound Transit.

6. **Order of Immediate Possession and Use; Attorney Fees.** Owner hereby stipulates and agrees that, upon the commencement of formal eminent domain proceedings, Sound Transit may ask the Court to enter an agreed order for immediate possession and use of the Portion, and Sound Transit may file a copy of this Agreement as full and complete evidence of Owner's consent to entry of such agreed order. Owner shall join in the motion if requested. Sound Transit acknowledges and agrees that Owner's execution and delivery to Sound Transit of, and performance of its obligations under, this Agreement satisfies the statutory requirements of RCW 8.25.070(3) and that Owner may, if the other requirements of RCW 8.25.070 are met, be entitled to an award of fees and costs pursuant to that statute if this matter proceeds to trial.

7. **Indemnity.** Sound Transit shall defend, indemnify, and hold harmless Owner from any and all claims, injuries, damages, losses, suits, and expenses, including attorneys' fees, for loss or liability made against or incurred by Owner by any person or entity related to or arising from Sound Transit's possession and use of the Portion as provided in this Agreement, including without limitation those arising out of bodily injury, property damage, or any fine, assessment, or penalty.

8. **Notices.** All notices, demands, requests or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at its address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by

facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for notices, demands, requests and any other communications. Notices, demands, requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii) when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail.

Owner:           **City of Shoreline**  
17500 Midvale Avenue N.  
Shoreline, WA 98133

*with a copy to:*

Sound Transit: Real Property Division  
401 S. Jackson  
Seattle, WA 98104

*w/ a copy to:* Sound Transit Legal Department  
401 S. Jackson  
Seattle, WA 98104

9.    **Miscellaneous.**

a.    **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Washington. Venue shall be proper in the Superior Court of **King** County.

b.    **Merger.** All understandings and agreements heretofore between the parties are merged into this Agreement and any attachments hereto, which alone fully and completely expresses their agreement.

c.    **Amendment.** This Agreement may not be amended orally or in any manner other than by a written agreement executed by Owner and Sound Transit.

d.    **Recording.** This Agreement shall be recorded in the real property records of King County.

e.    **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the Parties and their respective successors and assigns.

f.    **Authority.** Each Party represents and warrants that the individuals executing this Agreement are duly authorized to do so and to bind their respective Parties. In signing this Agreement, the Parties represent to each other that no other person, entity, or public agency is required to authorize that Party's signature before such signature is binding.

g.    **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement. ]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment:.

GRANTOR:	GRANTEE:
City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133	Central Puget Sound Regional Transit Authority
By: Debbie Tarry Its: City Manager Date: _____	By: _____ Its: _____ Date: _____
Approved as to Form:	Approved as to Form
By: _____ Margaret J. King, City Attorney Julie Ainsworth-Taylor, Assistant City Attorney	By: _____ Sound Transit Legal Counsel

**EXHIBIT "A"**

Legal Description of the Property

**EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;  
EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND  
155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE  
CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO  
EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

LL181 Legal.doc

Earl J. Bone P.L.S.

1/9/2019

## **EXHIBIT “B”**

Legal Description of the Portion (Fee Take and Easement Areas)

**EXHIBIT "B"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING  
**WESTERLY OF THE FOLLOWING DESCRIBED LINE:**

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
85.54 FEET TO THE **POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE**;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S  
PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH  
LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE  
HEREIN DESCRIBED **LINE**.

CONTAINING 481 SQUARE FEET, MORE OR LESS

**TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:**

**BEGINNING** AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
85.54 FEET;  
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;  
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS  
N76°17'53"W;  
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A  
CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;  
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE  
RIGHT HAVING A RADIUS OF 51.50 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;  
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF  
BEGINNING**.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 5/7/19*

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,  
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF  
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING  
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,  
WASHINGTON);  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE END OF THE  
HEREIN DESCRIBED LINE.

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

LL181 Legal.doc

Earl J. Bone P.L.S.

1/9/2019

**Exhibit "C"**

Depitction of the Portion (Fee Take and Easement Areas)

FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT  
NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

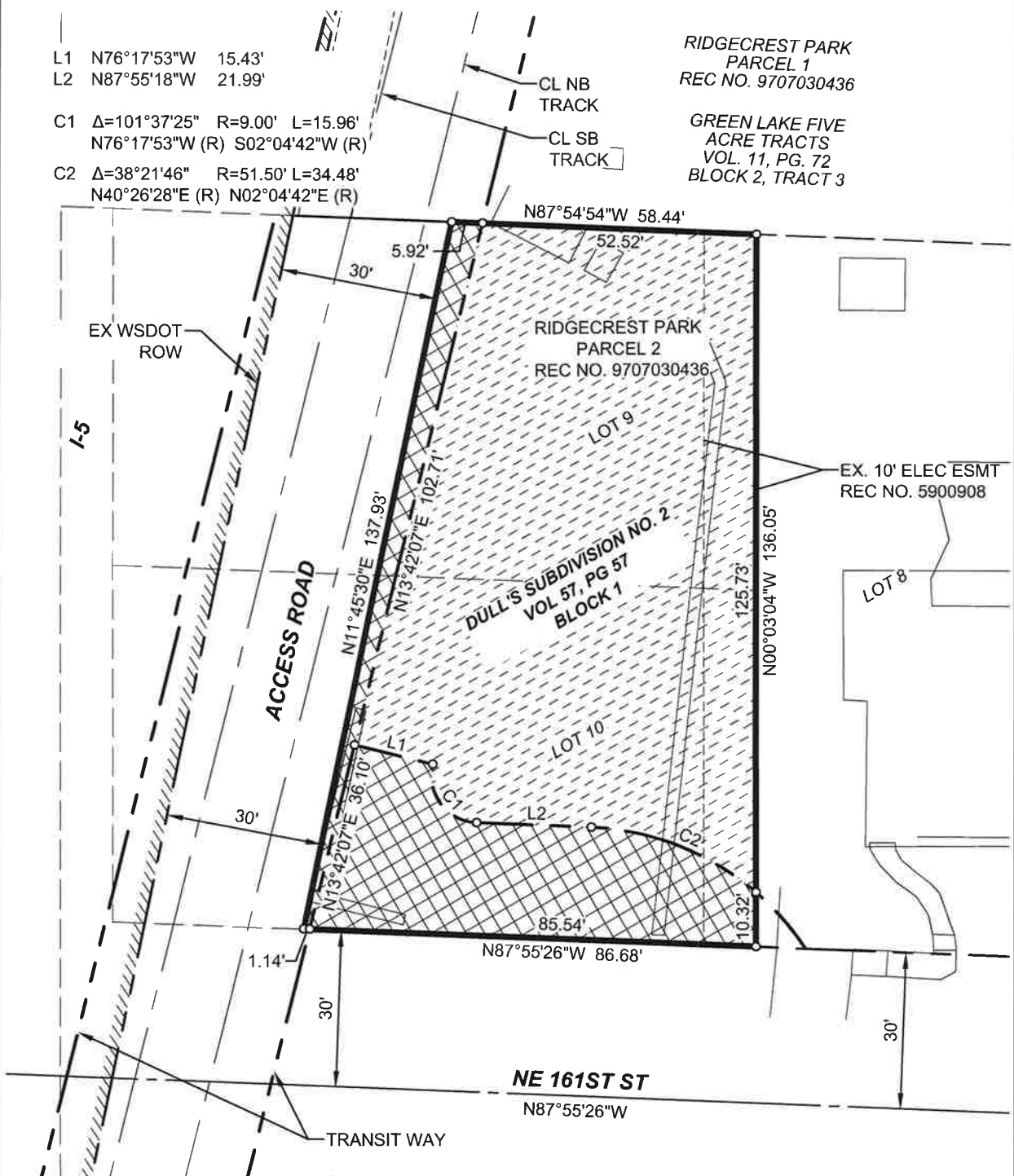
L1 N76°17'53"W 15.43'  
L2 N87°55'18"W 21.99'

C1 Δ=101°37'25" R=9.00' L=15.96'  
N76°17'53"W (R) S02°04'42"W (R)

C2 Δ=38°21'46" R=51.50' L=34.48'  
N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK  
PARCEL 1  
REC NO. 9707030436

GREEN LAKE FIVE  
ACRE TRACTS  
VOL. 11, PG. 72  
BLOCK 2, TRACT 3



**LEGEND**

	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL

15 7.5 0 15 30 NAD 83 (2011)

SCALE IN FEET

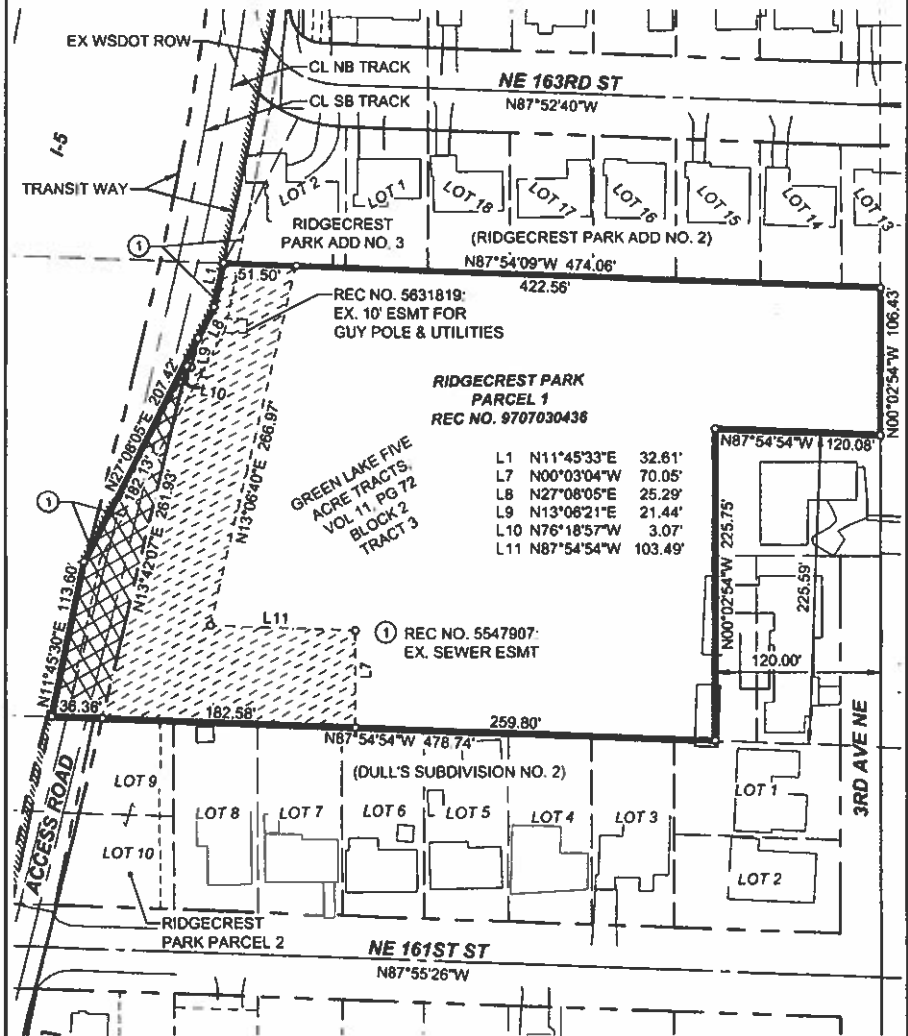
	TEMP CONST ESMT
	FEE TAKE

SHEET 1 OF 3

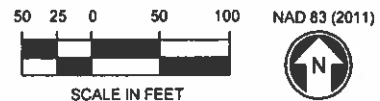
 <b>SOUNDTRANSIT</b>  <b>HNTB Jacobs</b> <small>Trusted design partners</small>  <b>L &amp; A</b> LIN & ASSOCIATES <small>LINK LIGHT RAIL TRANSIT SYSTEM</small>		PARCEL AREA: 9,866 SF    CONST ESMT: 7,496 SF
		FEE TAKE AREA: 2,370 SF
		REMAINING AREA: 7,496 SF
		<b>EXHIBIT "C"</b> <b>R/W NO. LL-180 PARCEL MAP</b>
ASSESSOR NO.: 2111600046    DATE: 5/7/2019		
OWNER: CITY OF SHORELINE		
BLOCK NO.: 1    LOT NO.: 9 & 10		
CITY OF SHORELINE    KING COUNTY, WA		

# FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 4

<p><b>SOUND TRANSIT</b></p> <p>FINAL DESIGN PARTNERS.</p> <p><b>L &amp; A</b> LIN &amp; ASSOCIATES</p> <p>LINK LIGHT RAIL TRANSIT SYSTEM</p>		<p>PARCEL AREA: 153,238 SF</p> <p>FEE TAKE AREA: 7,439 SF</p> <p>REMAINDER AREA: 145,799 SF</p>
		<p>EXHIBIT "C"</p> <p>R/W NO. LL-181 PARCEL MAP</p> <p>ASSESSOR NO.: 2881700193 DATE: 02/12/2018</p> <p>OWNER: CITY OF SHORELINE</p> <p>BLOCK NO.: N/A LOT NO.: PARCEL 1</p> <p>CITY OF SHORELINE KING COUNTY, WA</p>

**Exhibit “D”**

Ridgecrest Park Letter of Concurrence



March 8, 2018

Eric Friedli  
Parks, Recreation, and Cultural Services Director  
City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133

**Subject:** Ridgecrest Park

Dear Eric:

As part of the final design phase for the Lynnwood Link Extension (LLE), Sound Transit, in consultation with the City of Shoreline, has changed the mitigation approach to address project impacts to Ridgecrest Park. As you know, Ridgecrest Park is a Section 4(f) resource under the U.S. Department of Transportation Act. Due to this, the Federal Transit Administration (FTA) requests confirmation from the City about this change.

As the Official with Jurisdiction, the City of Shoreline has proposed two different parcels as mitigation for the impacts on Ridgecrest Park, and is therefore in concurrence with the overall mitigation approach for this impact. The two parcels are listed in Exhibit A, along with a map indicating the alternate replacement parcels. In addition to these two parcels, the City and Sound Transit have agreed to the following revised mitigation elements for all the proposed impacts to the park:

- Construction of a replacement parking lot (paved with 20 stalls) and ADA access to the park to be located on the proposed replacement properties to be completed within 1.5 years of the start of early construction work and completed consistent with applicable City standards for drainage, landscaping, and frontage improvements;
- Maintenance of public access to the the park throughout the construction of the LLE Project and use of the City right-of-way on NE 161<sup>st</sup> street for temporary public parking until the replacement parking lot is completed, as approximately illustrated in the attached Exhibit B illustrating draft construction areas and potential temporary parking; and
- Replacement of impacted infrastructure within the park such as the park sign, drinking fountain, and irrigation system.

A neighborhood meeting presentation regarding the proposed impacts to the park and this revised approach to mitigation was held May 9, 2017, to meet the outreach requirement in the FTA Record of Decision. This public meeting and the revised proposal is consistent with and fulfills the LLE's Record of Decision,

Central Puget Sound Regional Transit Authority • Union Station  
401 S. Jackson St., Seattle, WA 98104-2826 • Reception: (206) 398-5000 • FAX: (206) 398-5499  
[www.soundtransit.org](http://www.soundtransit.org)

**CHAIR**

**Dave Somers**  
*Snohomish County Executive*

**VICE CHAIRS**

**Ron Lucas**  
*Steilacoom Mayor*

**John Marchione**  
*Redmond Mayor*

**BOARD MEMBERS**

**Nancy Backus**  
*Auburn Mayor*

**David Baker**  
*Kenmore Mayor*

**Claudia Balducci**  
*King County Councilmember*

**Dow Constantine**  
*King County Executive*

**Bruce Dammeier**  
*Pierce County Executive*

**Jenny Durkan**  
*Seattle Mayor*

**Dave Earling**  
*Edmonds Mayor*

**Rob Johnson**  
*Seattle Councilmember*

**Kent Keel**  
*University Place Mayor*

**Joe McDermott**  
*King County Council Chair*

**Roger Millar**  
*Washington State Secretary  
of Transportation*

**Paul Roberts**  
*Everett Council President/  
Mayor Pro Tem*

**Dave Upthegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

**Victoria Woodards**  
*Tacoma Mayor*

**CHIEF EXECUTIVE OFFICER**

**Peter M. Rogoff**

Table B-1 Mitigation Plan, Section 4.17, which states "transfer replacement property at the south end of the park, or other property as agreed to with the City...and the design process will include outreach in the adjacent neighborhood..." Furthermore, the proposal is consistent with the July 25, 2014 FTA/City of Shoreline concurrence letter, as "other property as agreed to with the City."

Sincerely,

John Evans  
Development Manager

  
\_\_\_\_\_  
Sound Transit

  
\_\_\_\_\_  
Date

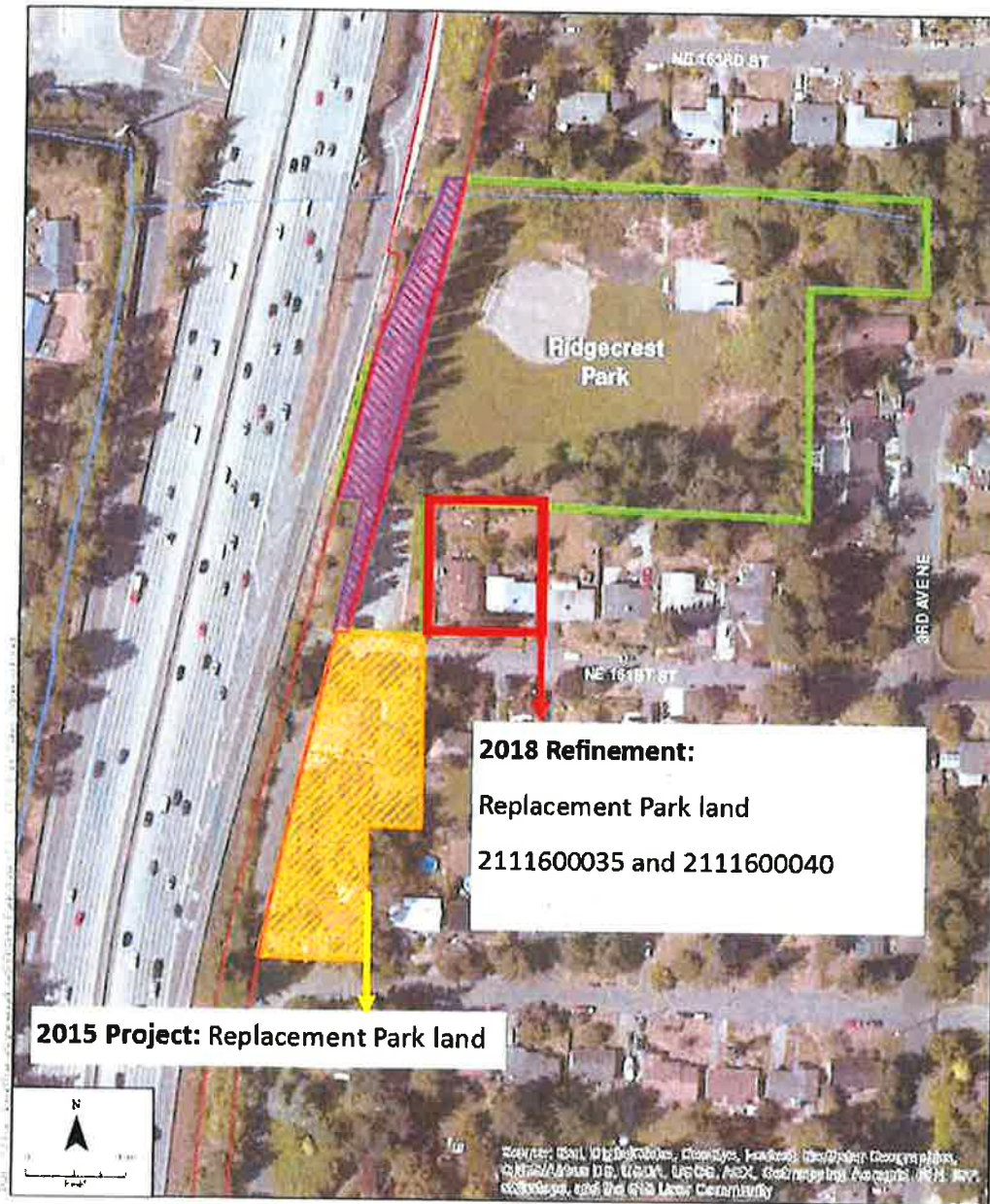
Eric Friedli  
Parks, Recreation, and Cultural Services Director

  
\_\_\_\_\_  
City of Shoreline Concurrence

  
\_\_\_\_\_  
Date

### Exhibit A – Alternate Park Replacement Parcels

LL-180.1	2111600040	PYPER J BRUCE+TERESA K	114 NE 161ST ST	Shoreline
LL-180.2	2111600035	PEW DAVID A+KAITLYN A	122 NE 161ST ST	Shoreline



**Exhibit B - Draft Temporary Construction Area and Parking Plan**



**LEGEND**

- X = House to be demolished
- = Sewer Line
- = Fence
- = Pedestrian Path
- = Temp On-Street Parking Spot (9 ft x 18 ft) - 20 each
- = Work area/laydown/access

**POTENTIAL TIMELINE**

Q1 2019 - Begin Sewer work and house demo. Parking Lot will be out of use to construct the sewer.

Q3 2019 - NTP of Guideway Package which will include the replacement parking lot.

Q4 2019 - Q1 2020 - Construct replacement parking lot

Q2 - Open new Parking Lot

Exhibit B - Draft Temporary Construction Area and Parking Plan



**Exhibit “E”**

Special Use Permit SPL18-0140 Decision

**BEFORE THE HEARING EXAMINER  
FOR THE CITY OF SHORELINE**

In the Matter of the Application of	)	No. SPL18-0140
	)	
<b>Karin Ertl, on behalf of Sound Transit</b>	)	Lynnwood Link Extension Project
	)	
	)	FINDINGS, CONCLUSIONS,
<u>For a Special Use Permit</u>	)	AND DECISION

**SUMMARY OF DECISION**

The request for a special use permit, to construct approximately 3.2 miles of a regional light rail transit system, including two light rail stations, two parking garages, the light rail guideway, related systems equipment, and associated infrastructure relocations and improvements within the city of Shoreline, between NE 145th Street and NE 205th Street, is **APPROVED**. Conditions are necessary to address specific impacts of the proposed development.

**SUMMARY OF RECORD**

Hearing Date:

The Hearing Examiner held an open record hearing on the request on April 24, 2019. The record was left open until May 6, 2019, to receive additional exhibits. In addition, at the open record hearing, the parties agreed that the decision would be issued by May 31, 2019.

Testimony:

The following individuals presented testimony under oath at the open record hearing:

Jennifer Wells, City Senior Planner  
Juniper Nammi, City of Shoreline Sound Transit Project Manager  
Taylor Carroll, Applicant Representative  
Rod Kempkes, Executive Project Director (Sound Transit)  
John Logan, Landscape Engineer (Sound Transit)  
Michael Cameron  
Diane Pottinger

Attorney Clayton Graham represented the Applicant at the hearing.  
Attorney Julie Taylor represented the City of Shoreline at the hearing.

Exhibits:

Exhibits 1 through 67 were admitted into the record (see Attachment A).

The Hearing Examiner enters the following findings and conclusions based upon the testimony and exhibits admitted at the open record hearing:

*Findings, Conclusions, and Decision  
City of Shoreline Hearing Examiner  
Sound Transit Special Use Permit  
No. SPL-18-0140*

## **FINDINGS**

### **Background**

1. For several years Central Puget Sound Regional Transit Authority (Sound Transit, or Applicant), has been working with other government agencies and local jurisdictions, including the Puget Sound Regional Council (PSRC), the Federal Transit Administration (FTA), the Federal Highway Administration (FHA), King County, and the City of Shoreline, to implement the “Lynnwood Link Extension” (LLE), a proposal to expand the light-rail system north from Seattle to Lynnwood. The proposal to extend light rail to Lynnwood, through the cities of Shoreline and Mountlake Terrace, would implement part of PSRC’s “VISION 2040 Plan” and Sound Transit’s “Long Range Plan,” both of which call for the eventual extension of mass transit service to Everett. Further, the LLE would implement one of the final stages of the “Sound Transit 2 Plan” (ST2), a funding plan approved by voters in 2008 to expand the mass transit system in the region. In 2024, following construction of the LLE, the expanded light-rail system would serve between 63,000 and 74,000 riders each weekday, providing connections from Lynnwood to Sea-Tac Airport through downtown Seattle and the University of Washington. *Exhibit 1, Staff Report, pages 1 through 5; Exhibit 2; Exhibit 3; Exhibit 45; Exhibit 46; Exhibit 54.*
2. The LLE would begin at Northgate in Seattle and run north for approximately 8.5 miles, generally following Interstate 5 (I-5) to the Lynnwood Transit Center. According to Sound Transit and the FTA, the proposal would provide “reliable, rapid, and efficient peak and off-peak two-way transit service” between Lynnwood and Seattle, create an “alternative to travel on congested roadways and improve regional multimodal transportation connections,” address “overcrowding caused by insufficient transit capacity,” and create a “reliable alternative to automobile trips on I-5 and State Route (SR) 99, the two primary highways serving the project corridor.” *Exhibit 3.*
3. As explained in more detail below, the LLE proposal underwent extensive project review, including environmental review, by local governments and state and federal agencies, throughout the last several years. Ultimately, the agencies and jurisdictions involved selected a route for the LLE that would entail, in part, constructing approximately 3.2 miles of light-rail track and associated facilities through the city of Shoreline – the focus of this decision. The proposed route through the city would generally follow I-5 and vary in its alignment profile. In places, the LLE would travel at grade, and in other places, the LLE would be elevated. The LLE would provide two new light-rail stations within the city: one station would be constructed north of the NE 145th Street interchange, at 4701 5th Avenue NE, and another station would be built east of the NE 185th Street interchange, at 710 NE 185th Street. *Exhibit 1, Staff Report, pages 1 through 5; Exhibit 2; Exhibit 3; Exhibits 3 through 8; Exhibit 45; Exhibit 46; Exhibit 54.*

4. Over the past several years, the City of Shoreline (City) prepared for the extension of the light-rail system in several ways. Specifically, the City updated its municipal code and Comprehensive Plan (including the adoption of several new sections in each) to account for extension of light-rail, promulgated “Guiding Principles for Light Rail Facility Design,” and entered into several interlocal/interagency agreements with Sound Transit, including a Transit Way Agreement, Expedited Permitting and Reimbursement Agreement, and Funding & Intergovernmental Cooperation Agreement, to facilitate the potential expansion. In addition, the City and Sound Transit agreed that several aspects of the proposal, deemed “Early Work,” could be permitted in advance of Sound Transit obtaining a special use permit for the “Main Package” portion of the project (the light rail guideway, station sites, and related infrastructure). Early Work included obtaining permits and/or agreements related to demolition, tree removal, grading, and utility relocations. *Exhibit 1, Staff Report, pages 1 through 34; Exhibit 2; Exhibit 9; Exhibit 10; Exhibits 14 through 19; Exhibit 23; Exhibit 27; Exhibits 29 through 31; Exhibit 34; Exhibit 36; Exhibits 38 through 42.*
5. As part of Early Work, Sound Transit also obtained three critical area special use permits (CASUPs) from the Hearing Examiner:
  - On December 11, 2018, the Hearing Examiner approved a CASUP to allow for off-site mitigation for permanent wetland and wetland buffer impacts resulting from the LLE proposal (No. PLN18-0086), including 0.35 acres of permanent wetland impacts, 0.69 acres of permanent buffer impacts, 0.36 acres of temporary wetland impacts, and 2.14 acres of temporary wetland buffer impacts along portions of the LLE route. The off-site mitigation would occur at Ronald Bog Park and would entail enhancing approximately 0.05 acres of existing wetlands on-site, creating approximately 1 acre of new wetlands, and enhancing approximately 2.3 acres of existing wetland buffer, which would result in no overall net loss to critical areas within the affected watershed.
  - On January 4, 2019, the Hearing Examiner approved a CASUP to allow the installation of four concrete columns to support the LLE’s elevated guideway within overlapping stream, wetland, and landslide hazard area buffers in the southeast cloverleaf loop of the I-5/SR-104 interchange, near an open-channel section of McAleer Creek (No. PLN18-0114). To mitigate for impacts on critical areas from the installation of the columns, Sound Transit would stockpile downed trees during construction and then place them back within the buffer or wetland area as large woody debris and/or replace downed trees with similar trees. In addition, the decision requires Sound Transit to replace the loss of 20 conifers and 26 deciduous trees at the McAleer Creek site by replanting 131 conifers and 540 deciduous trees in the wetland buffer and to remove invasive vegetation. With the required mitigation measures, the Hearing Examiner concluded that the proposal would result in no overall net loss of critical area functions and values and no increased risk of hazards to fish within McAleer Creek.

- On April 24, 2019, the Hearing Examiner approved a CASUP to allow a portion of the elevated guideway for the LLE to be constructed within an area classified as a very high-risk landslide area, along the eastern embankments of I-5 northbound and the SR-104 exit (No. PLN19-0019). The Hearing Examiner concluded that strict application of the City’s critical areas regulation related to factors-of-safety for dynamic/pseudostatic conditions would restrict Sound Transit’s ability to extend high-capacity regional transit service through the region and that no practicable alternatives with fewer impacts exist. The Hearing Examiner also concluded, however, that the proposal would not create a health or safety hazard or increase surface water discharge or sedimentation on-site or on adjacent properties and that, with the addition of soldier piles utilized to maintain site stability during construction, which would be cut to final grade after construction and left in-place, the use of drilled concrete shaft foundations in the steep slopes supporting the elevated guideway, would improve seismic stability at the project site.

*Exhibit 21; Exhibit 22; Exhibit 57.*

#### Current Proposal – General Scope

6. Having addressed the Early Work matters through administrative permitting, entering into agreements, and obtaining three CASUPs, Sound Transit now requests a special use permit (SUP) to proceed with construction of the “Main Package” work associated with the LLE project. This would include construction of approximately 3.2 miles of the LLE proposal infrastructure, including two light rail stations, two parking garages, the light rail guideway, related systems equipment, and associated infrastructure relocations and improvements within the city. As part of the SUP proposal, the Applicant also requests four modifications or waivers from requirements of the municipal code, seven deviations from engineering standards, and four departures from design standards. The proposed project would be located within the city between NE 145th Street and NE 205th Street, on approximately 107 full-acquisition and 147 partial-acquisition parcels in the Ballinger, Echo Lake, Meridian Park, North City, Parkwood, and Ridgecrest neighborhoods.  
*Exhibit 1, Staff Report, pages 1 through 18; Exhibit 2; Exhibit 45; Exhibit 46; Exhibit 54.*

#### Notice

7. The City of Shoreline (City) determined the application was complete on August 16, 2018.<sup>1</sup> On September 24, 2018, the City mailed or emailed notice of the application to

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<sup>1</sup> Sound Transit held pre-application meetings with City staff on November 8, 2016, and May 23, 2018, as required by Shoreline Municipal Code (SMC) 20.30.080, and held a neighborhood meeting on June 27, 2018, as required by SMC 20.30.090. The Applicant prepared a summary of the neighborhood meeting addressing questions and concerns raised at the meeting (Exhibit 2.C). *Exhibit 1, Staff Report, pages 31 and 32.*

property owners within 500 feet of the site and reviewing departments and government agencies and published notice in the *Seattle Times*. On October 3, 2018, the City posted notice of the application in multiple locations throughout the city and posted notice on the City's Land Use Action and Planning Notices webpage.<sup>2</sup> On April 9, 2019, the City mailed notice of the open record hearing associated with the application, published notice in the *Seattle Times*, and posted notice of the hearing in multiple designated locations around the project corridor. *Exhibit 1, Staff Report, pages 1 and 31 through 34; Exhibit 24; Exhibit 52.*

8. The City received several written comments from area residents about the project in response to its notice materials. These comments generally involved concerns about:
- Pedestrian safety on 5th Avenue NE and on sidewalks throughout the project site.
  - Traffic impacts from the proposal.
  - The loss of benefits from mature evergreens and the general loss of trees in the area from construction of the LLE.
  - The safety of haul routes and the potential damage to area roads.
  - Impacts from vibration, dust, and noise on adjacent residential areas.
  - Landslide hazard areas and the potential to exacerbate landslide problems.
  - The inadequacy of proposed tree and shrub plantings to provide visual screening for adjacent residential areas.
- Exhibit 25; Exhibit 62; Exhibit 63.*

#### Environmental Review SEPA Review

9. Sound Transit acted as lead agency<sup>3</sup> and analyzed the environmental impacts of the entire LLE project, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C Revised Code of Washington (RCW), and determined that it would have a probable significant, adverse environmental impact. Accordingly, Sound Transit issued a Draft Environmental Impact Statement in July 2013, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, assessing the environmental impacts of the proposal and potential measures to mitigate for such impacts. Numerous agencies, municipalities, and tribal entities were consulted during the environmental review process

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<sup>2</sup> Because the City did not post notice of the application on the same day that it mailed and published notice, the City mailed notice of the application again on October 3, 2018. *Exhibit 1, Staff Report, page 32.*

<sup>3</sup> The first agency receiving an application for, or initiating, a nonexempt proposal must determine the lead agency for that proposal, unless the lead agency has been previously determined, or the agency receiving the proposal is aware that another agency is determining the lead agency. The lead agency is determined by using the criteria in WAC 197-11-926 through 197-11-944. WAC 197-11-924(1). When an agency initiates a proposal, it is the lead agency for that proposal. WAC 197-11-926(1).

of the LLE project, including the FHA; the Washington State Department of Transportation (WSDOT); the Army Corps of Engineers (Army Corps); the U.S. Fish and Wildlife Service; the Environmental Protection Agency; the Federal Emergency Management Agency (FEMA); the National Park Service; the Washington Department of Archaeology and Historic Preservation; the Washington State Department of Fish and Wildlife (WSDFW); the Washington State Department of Ecology (DOE); the Cities of Edmonds, Lynnwood, Mountlake Terrace, Seattle, and Shoreline; and King and Snohomish Counties. *Exhibit 1, Staff Report, page 2; Exhibits 3 through 8.*

10. During the environmental review process, Sound Transit and FTA considered several alternative routes for the LLE, provided various opportunities to comment on the project, and assessed multiple options to mitigate impacts from the proposal. Ultimately, the current alignment of the proposed LLE and several potential mitigation measures were approved, and Sound Transit issued a Final Environmental Impact Statement (FEIS) in April 2015.<sup>4</sup> The FTA issued a Record of Decision (“FTA ROD”) in July 2015, and the Federal Highway Administration issued a Record of Decision in August 2015, documenting this approval. *Exhibit 1, Staff Report, page 2; Exhibit 1.E; Exhibit 3; Exhibit 7; Exhibit 8.*
11. Following additional planning and project review, Sound Transit issued a SEPA “Addendum” to the FEIS on May 3, 2018, describing proposed design refinements to the LLE proposal and new information related to construction and mitigation. The Addendum specifically evaluated project changes, including the addition of off-site mitigation at Ronald Bog Park. In the Addendum, Sound Transit determined that project refinements would not substantially change the analysis of significant impacts and alternatives evaluated in the FEIS or result in new probable significant environmental impacts. Sound Transit determined that no supplemental environmental impact statement would be required for the proposal. The FTA also determined that refinements to the proposal (the subject of the SEPA Addendum) would not have additional significant impacts, and it provided approval of the refinements on January 6, 2017, and May 4, 2018. All review periods related to the FEIS have now passed. *Exhibit 1, Staff Report, page 2; Exhibit 4; Exhibit 5; Exhibit 6.*

#### *Critical Areas Review*

12. HNTB|Jacobs prepared a Critical Areas Report specific to the SUP proposal, dated July 13, 2018, and an addendum, dated March 6, 2019 (CAR, collectively). The CAR assessed impacts to critical areas throughout the project site, including wetlands, streams, flood-hazard areas, geologic hazard areas (including landslide hazard, seismic hazard,

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<sup>4</sup> The FTA also reviewed the proposal as the federal lead agency under the National Environmental Policy Act (NEPA). Sound Transit and the FTA jointly issued the FEIS. *Exhibit 3.*

and erosion hazard areas), and fish and wildlife conservation areas, and proposed mitigation to address project impacts. *Exhibit 2.T; Exhibit 2.T.1.*

13. Nine Category III and IV wetlands have been delineated, to date, within the project area. These wetlands are located primarily within the North Branch of the Thornton Creek sub-basin, on the east side of I-5, between NE 148th Street and NE 155th Street. Two wetlands (WSH4 and WSH5) are within the McAleer Creek basin, and two additional, un-delineated wetlands are located within the Ballinger Creek basin. The two wetlands within the Ballinger Creek basin are located on property owned by the Shoreline School District that is proposed for construction staging. These wetlands would be protected at the limits of an assumed 105-foot wide buffer, the estimated standard buffer required under Shoreline Municipal Code (SMC) 20.80.330.A.1. Impacts and mitigation related to the other wetlands were already addressed through issuance of two of three CASUPs described above (the Ronald Bog Park CASUP and the McAleer Creek CASUP). Site development permits would be required to ensure compliance with Chapter 20.80 SMC and the CASUP decisions prior to construction. In addition, Sound Transit would submit Migratory Bird Surveys prior to clearing and grading activity and obtain all other required state and federal permits prior to work in these critical areas. *Exhibit 1, Staff Report, pages 21 and 22; Exhibit 2.T; Exhibit 2.T.1; Exhibit 21; Exhibit 22.*
14. Fish and wildlife habitat conservation areas include waters of the state (streams and wetlands), state priority habitat species, and areas where there are state or federally designated endangered, threatened, or sensitive species. The CAR determined that two federally listed threatened or endangered species documented within 300 feet of the project area, specifically Chinook salmon and steelhead trout, exist within McAleer Creek and may use Thornton Creek upstream of I-5. The CAR determined that no adverse impacts on federally listed threatened or endangered species are anticipated with the proposal. Portions of Twin Ponds Park and Ronald Bog Park are state priority habitats or potential habitats for waterfowl concentrations, Coho salmon, resident cutthroat trout, and Yuma-Little Brown Bat habitat. Three streams in the immediate project area, including the North Branch of Thornton Creek near Twin Ponds Park, McAleer Creek, and stream “SSH4” (a tributary of McAleer Creek) are also classified as fish and wildlife habitat conservation areas. No in-water work would occur in any of these streams. Permanent impacts to the stream buffers of McAleer Creek and SSH4 were addressed through the McAleer Creek CASUP. No adverse impacts on state-listed or state priority fish species are anticipated, and no adverse impacts of priority habitats at Twin Ponds Park or Ronald Bog Park are anticipated. In addition, Sound Transit would submit Migratory Bird Surveys prior to clearing and grading activity and would obtain all other required state and federal permits prior to work in these critical areas. *Exhibit 1, Staff Report, pages 22 through 24; Exhibit 2.T; Exhibit 2.T.1; Exhibit 21; Exhibit 22.*

15. There are two flood-hazard areas located within 200 feet of the project area, both associated with the North Branch of Thornton Creek. One area involves the portion of Thornton Creek where it flows through the wetland at Ronald Bog Park. The other involves the portion of Thornton Creek where it crosses N 155th Street north of Twin Ponds Park. The Ronald Bog Park CASUP addressed the Thornton Creek floodplain associated with Ronald Bog Park and determined that, through providing approximately 6.40 acre-feet of additional floodwater storage, no adverse impacts on the floodplain through development would occur. In addition, Sound Transit has submitted a floodplain development permit related to this floodplain, as required by SMC 13.12.700, and obtained FEMA approval for the proposed development. In relation to the floodplain at N 155th Street, Sound Transit would be undergrounding electrical utilities within the roadway prism, which would have temporary and minor impacts on the floodplain. The work, however, would not change the base flood elevation of the floodplain, and the City determined that mitigation would not be required because an exemption could be granted under SMC 13.12.700.C. Sound Transit submitted a floodplain development permit for this work that was approved on November 27, 2018. *Exhibit 1, Staff Report, pages 24 and 25; Exhibit 2.T; Exhibit 2.T.1; Exhibit 19; Exhibit 21; Exhibit 22.*
16. The CAR determined that there are geologic hazard areas within the project area, including landslide hazard areas, seismic areas, and erosion hazard areas. Project impacts to landslide hazard areas include removal of vegetation (including large trees), excavation of temporary and permanent cut slopes, placement of earth embankment fills, construction of temporary access road and benches, construction of columns in drilled shafts for the elevated guideway, construction of foundations for large utility poles, and construction of retaining structures. Sound Transit would evaluate slopes and retaining structures for adequate stability using appropriate techniques throughout construction. Retaining walls would be designed to stabilize landslide hazard areas adjacent to the guideway consistent with applicable building codes and critical areas regulations. Mitigation for temporary construction impacts to landslide hazard areas would consist of regrading and planting of native vegetation after construction to ensure that final slope stability, at a minimum, meets current conditions. One portion of the elevated guideway that would be constructed in a very high-risk landslide area was already addressed through issuance of a CASUP, as discussed above. One seismic hazard area exists within the project area, although no potentially liquefiable soils are present in the location. Accordingly, no adverse impacts to seismic hazard areas are anticipated with the proposal. In addition, elevated light rail and at-grade retaining structures would be designed to withstand the effects of seismic ground shaking, minimizing the risk to rail facilities and users. Two potential erosion hazard areas exist within the project area: one from approximately NE 198th Street to NE 201st Street and one from NE 160th Street to NE 167th Street. But these areas were mapped in 1952, prior to the construction of I-5. Sound Transit would develop and implement a temporary erosion and sediment control plan (TESC) to address potential erosion and siltation during construction to ensure no

significant erosion or increase to erosion hazard areas occurs. *Exhibit 1, Staff Report, pages 24 and 25; Exhibit 2.T; Exhibit 2.T.1; Exhibit 19; Exhibit 21; Exhibit 22.*

#### Comprehensive Plan and Zoning

17. The LLE project area includes properties designated “Public,” “Station Area,” “Public Open Space,” “Low Density Residential,” and “High Density Residential” by the City’s Comprehensive Plan. City staff identified the following Comprehensive Plan goals and policies as relevant to the proposal:
- Land Use Goal LU IV - Work with regional transportation providers to develop a system that includes two light rail stations in Shoreline and connects all areas of the city to high capacity transit using a multi-modal approach.
  - Policy LU23 - Collaborate with regional transit providers to design transit stations and facilities that further the City’s vision by employing superior design techniques, such as use of sustainable materials; inclusion of public amenities, open space, and art; and substantial landscaping and retention of significant trees.
  - Policy LU24 - Work with Metro Transit, Sound Transit, and Community Transit to develop a transit service plan for the light rail stations. The plan should focus on connecting residents from all neighborhoods in Shoreline to the stations in a reliable, convenient, and efficient manner.
  - Policy LU25 - Encourage regional transit providers to work closely with affected neighborhoods in the design of any light rail transit facilities.
  - Policy LU26 - Work with neighborhood groups, business owners, regional transit providers, public entities, and other stakeholders to identify and fund additional improvements that can be efficiently constructed in conjunction with light rail and other transit facilities.
  - Policy LU27 - Maintain and enhance the safety of Shoreline’s streets when incorporating light rail, through the use of street design features, materials, street signage, and lane markings that provide clear, unambiguous direction to drivers, pedestrians, and bicyclists.
  - Policy LU44 - Consider a flexible approach in design of parking facilities that serve light rail stations, which could be converted to other uses if demands for parking are reduced over time.
  - Policy LU53 - Work with transit providers to site and develop park and rides with adequate capacity and in close proximity to transit service.
  - Community Design Goal I - Promote community development and redevelopment that is aesthetically pleasing, functional, and consistent with the City’s vision.
  - Policy CD1 - Encourage building design that creates distinctive places in the community.
  - Policy CD13 - Encourage the use of native plantings throughout the city.

- Policy CD22 - Consider Crime Prevention through Environmental Design (CPTED) principles when developing mixed use, commercial and high-density residential uses.
- Policy CD24 - Encourage building and site design to provide solar access, as well as protection from weather.
- Policy CD27 - Where appropriate and feasible, provide lighting, seating, landscaping, and other amenities for sidewalks, walkways, and trails.
- Policy CD30 - Provide pedestrian gathering spaces to unify corners of key intersections involving principal arterials.
- Policy CD33 - Encourage the use of visual barriers and sound absorption methods to reduce impacts from the freeway to residential neighborhoods.
- Transportation Design Goal T IV - Work with transit providers and regional partners to develop and implement an efficient and effective multi-modal transportation system to address overall mobility and accessibility, and which maximizes the people carrying capacity of the surface transportation system.
- Transportation Design Goal T VIII - Coordinate the implementation and development of Shoreline's transportation system with neighboring transit systems and regional partners.
- Policy T3 - Reduce the impact of the city's transportation system on the environment through the use of technology, expanded transit use, and non-motorized transportation options.
- Policy T5 - Communicate with and involve residents and businesses in the development and implementation of transportation projects.
- Policy T11 - Site, design, and construct transportation projects and facilities to avoid or minimize negative environmental impacts to the extent feasible.
- Policy T30 - Work with transportation providers to develop a safe, efficient, and effective multi-modal transportation system to address overall mobility and accessibility. Maximize the people-carrying capacity of the surface transportation system.
- Natural Environment Goal NE V - Protect clean air and the climate for present and future generations through reduction of greenhouse gas emissions, and through promotion of efficient and effective solutions for transportation, clean industries, and development.
- Policy NE25 - Strive to achieve a level of no net loss of wetlands function, area, and value within each drainage basin.
- Policy NE27 - Focus on wetland and habitat restoration efforts that will result in the greatest benefit for areas identified by the City as priority for restoration.
- Policy NE 29 - Stream alterations, other than habitat improvements, should only occur when it is the only means feasible, and should be the minimum necessary.

*Exhibit 1, Staff Report, pages 49 through 51; Exhibit 36.*

18. City staff determined that the proposal would directly implement and support the Comprehensive Plan's goals and policies related to mass transit, light rail, and non-motorized facilities. *Exhibit 1, Staff Report, pages 50 and 51.*
19. In addition, the City has identified the LLE project as a regional transportation facility, a type of "essential public facility." RCW 36.70A.200 requires the City's Comprehensive Plan to include a process for identifying and siting essential public facilities (EPFs). EPFs include those facilities that are typically difficult to site, such as state or regional transportation facilities, as defined in RCW 47.06.140, and regional transit authority facilities, as defined in RCW 81.112.020. No local comprehensive plan or development regulation may preclude the siting of EPFs.<sup>5</sup> Accordingly, in addition to the goals and policies cited above, the Comprehensive Plan dictates that the SUP process be used to site EPFs and that the process: ensures consistency with the plan under which the proposing agency, special district or organization operates, if any such plan exists; results in conditions or mitigation measures on approval that may be imposed within the scope of the City's authority to mitigate against any environmental, compatibility, public safety, or other impacts of the EPF; and ensures the EPF and its location, design, use, and operation is in compliance with any guidelines, regulations, rules, or statutes governing the EPF as adopted by state law, or by any other agency or jurisdiction with authority over the EPF. *City Comprehensive Plan Policy LU 65.* Under authority of the Comprehensive Plan, the City adopted "Guiding Principles for Light Rail Facility Design" (Guiding Principles). The Guiding Principles are discussed, in detail, below. *Exhibit 1, Staff Report, pages 62 through 96; Exhibit 10; Exhibit 36; Exhibit 45; Exhibit 46; Exhibit 54.*
20. The proposed station sites are within areas zoned for Mixed-Use Residential development (MUR-70'), and the LLE corridor contains properties zoned for Mixed-Use Residential development (MUR-70', MUR-45'), Low-Density Residential development (R-6, six dwelling units per acre), and High-Density Residential development (R-24, 24 dwelling units per acre). Significant portions of the project, especially the guideway corridor, would be constructed in unclassified City rights-of-way and within WSDOT rights-of-way. Light-rail facilities are allowed in each of these zoning areas, subject to an SUP, under SMC 20.40.140 and .160. *Exhibit 1, Staff Report, pages 1 through 5; Exhibit 2.*

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<sup>5</sup> SMC 20.20.032 defines a *light rail transit facility* as "a type of essential public facility and refers to any structure, rail track, equipment, maintenance base or other improvement of a light rail transit system, including but not limited to ventilation structures, traction power substations, light rail transit stations, parking garages, park-and-ride lots, and transit station access facilities" and a *light rail transit system* as "a type of essential public facility and refers to any public rail transit line that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under Chapter 81.112 RCW."

### Specific Project Elements

#### *Shoreline South Station and Parking Garage*

21. The Shoreline South/145th Station would be located on an approximately 4.71-acre site along the east side of I-5 at NE 148th Street. It would include an elevated guideway and station platform; station access stairs and escalators; ancillary station buildings, and a 500-space parking garage, passenger pick-up and drop-off area, and public plaza adjacent to a bus transit center. The station site would be located within WSDOT right-of-way; on the existing North Jackson Park & Ride site and a portion of NE 148th Street (subject to vacation by the City); and on additional parcels zoned for mixed-use residential development. Vehicular access to the station site would be from the west side of 5th Avenue NE at the intersection with NE 148th Street. Bicycle and pedestrian access would be from 5th Avenue NE and from the Ridgecrest neighborhood into the north end of the station site via a shared-use path that would connect to NE 149th Street and NE 151st Street. *Exhibit 1, Staff Report, page 5; Exhibit 2.*
22. The proposed station would involve an elevated central platform parallel to a central bus plaza, with ground floor entrances and ancillary buildings arranged around two entry plazas. The elevated tracks would pass on the east and west sides of the central platform so that access to both northbound and southbound trains would occur from a single central platform. Pedestrian entrances to the station platform would be from ground floor plazas via elevators and two sets of up-escalators and stairs. Emergency exit stairs would be sited at each end of the station. Fare vending machines, along with ORCA pass card readers, would be located at each entry plaza. *Exhibit 1, Staff Report, pages 5 and 6; Exhibit 2.*
23. The ground floor plaza level would include three areas located underneath the elevated guideway. The public plazas are proposed to be approximately 26,000 square feet. All public plazas would be located to the east of the station around the transit center. The station passenger pick-up and drop-off area would be located on the northern side of the parking garage. A one-way loop would share access from 5th Avenue NE with the parking garage and transit center. The loop would include four parallel, temporary parking spaces. The passenger pick-up/drop-off area is designed as a shared-use, flexible public gathering space that can be closed to vehicular use for special events outside of peak commute hours. It features multi-functional bollards, rather than curbs, to separate vehicles from pedestrians; a center raised island that can be used by performers in the center of the pick-up/drop-off loop; and seat walls by the north side of the pick-up/drop-off loop, with art, landscaping, and site design that supports use of this space as a passenger pick-up/drop-off area and as a public gathering space. *Exhibit 1, Staff Report, pages 6 and 7; Exhibit 2.*
24. The station site would also accommodate a bus transit center located on the central portion of the site. The transit center, serving multiple transit agencies, would include

active loading bays (including one Bus Rapid Transit platform), layover bus spaces, and a bay for paratransit. Buses would access the transit center from 5th Avenue NE by its intersection with NE 148th Street. *Exhibit 1, Staff Report, page 7; Exhibit 2.*

25. The parking garage for the Shoreline North Station is proposed in the southeast corner of the station site at the intersection of the I-5 north on-ramp and 5th Avenue NE. The parking garage would be approximately 161,151 square feet in area and contain approximately 500 parking spaces on six levels, including ADA parking spaces. The parking spaces located within the parking garage would replace the 68 parking spaces in the North Jackson Park & Ride, which would be removed by construction of the proposal. Consistent with requirements of the FEIS and FTA ROD, Sound Transit would provide a temporary park and ride with the equivalent number of temporary off-street parking spaces to account for this loss during construction. Sound Transit identified the existing parking lots at the adjacent Shoreline Unitarian Universalist Church and the Phillippi Presbyterian Church of Seattle on 1st Avenue NE and N 148th Street, on the west side of I-5, as the proposed location for a temporary park and ride during the four- to five-year construction period. *Exhibit 1, Staff Report, pages 6 and 7; Exhibit 2; Exhibit 7; Exhibit 16.*
26. Bicycle parking facilities would provide for a total of 66 parking spaces through two-level, on-demand bike lockers and bicycle racks that would be available when the station opens for service. Sound Transit has also designated additional areas for future bicycle parking facilities that would provide an additional 38 bicycle parking spaces, to be added at Sound Transit's discretion. *Exhibit 1, Staff Report, page 8; Exhibit 2.*
27. Landscaping for the station site, including entrances, plaza areas, the parking garage, adjacent property boundaries, and street frontages, is proposed to consist of a variety of trees (including evergreens), shrubs, groundcover, and hardscape. Landscape screening along the northern edge of the site would be designed to mimic a forest and would consist entirely of native plants. The landscaping theme would be the Western Red Cedar, which would be reflected in the plant material and hardscape design. *Exhibit 1, Staff Report, page 8; Exhibit 2.*
28. Artwork would be provided and is intended to establish character for the Shoreline South/145th Station, give vibrancy to the public spaces, and provide a means of wayfinding for riders within the station site. Sound Transit has commissioned Buster Simpson, a local artist, under the Sound Transit Art Program (STart) to provide art for the Shoreline South/145th Station site. *Exhibit 1, Staff Report, page 8; Exhibit 2.*
29. One Category IV wetland in the vicinity of the proposed north bike plaza would be permanently filled to accommodate ground improvements and project construction. This wetland impact would be mitigated with an off-site mitigation project (as detailed in the

discussion of critical areas, above). No other critical areas or associated buffers would remain on the station site. Tree removal and replacement would be reviewed by the City at the project level (during site review); no station site calculations for tree removal and replacement are currently required. The station site would be located within an area that is zoned MUR-70' and no critical areas or critical area buffers would remain after construction, so all proposed significant tree removal on the station site would be exempt from retention and replacement requirements under SMC 20.50.310(A). Approximately 1,600 cubic yards of cut and 35,000 cubic yards of fill material would be required to prepare the station site for development. The parking garage would require about 2,500 cubic yards of cut and 2,300 cubic yards of fill. *Exhibit 1, Staff Report, pages 5 through 9; Exhibit 2.T; Exhibit 21.*

#### *Shoreline North Station and Parking Garage*

30. The Shoreline North/185th Station would be located on an approximately 3-acre site just north of NE 185th Street and east of the I-5 overpass. The station site would include an at-grade center guideway and side station platforms, station access stairs, elevators, pedestrian overpass bridges, an ancillary station building, a parking garage (approximately 500 spaces), a passenger pick-up and drop-off area and public gathering space, a public plaza between the station and garage, and a bus transit center on the roof of the garage. The station site is proposed to be located within former WSDOT right-of-way, on a portion of 7th Avenue NE from its intersection with NE 185th Street to its terminus (subject to vacation by the City), and on parcels zoned for mixed-use residential development. *Exhibit 1, Staff Report, page 9; Exhibit 2.*
31. Vehicle access to the transit center would be from NE 185th Street at the intersection with 5th Avenue NE on the east side of I-5. Non-transit vehicular access into the parking garage would be from 8th Avenue NE at the northeast corner of the station. Site access to the passenger pick-up and drop-off area would also be along 8th Avenue NE, between the garage entrance and NE 185th Street. Bicycle and pedestrian access to the station would be from NE 185th Street, 5th Avenue NE, and 8th Avenue NE; from a pedestrian bridge at the northwest corner of the transit loop on the top level of the parking garage; and from the North City neighborhood by the north end of the station via a shared-use path that would connect to NE 189th Street. *Exhibit 1, Staff Report, page 9; Exhibit 2.*
32. The station would be located at grade with central tracks and platforms on either side. At the north end of the platforms, the pedestrian overcrossing, over the tracks, would connect to a pedestrian bridge extending east to the transit center on the roof of the parking garage. Pedestrian entrances to the station platforms would be accessed off the south and north public plazas. The south station entry would be from the south public plaza that fronts on NE 185th Street. Passengers would descend to the southbound and northbound platforms via public stairs or elevators. Both public stairs would have “runnels” that bicyclists could use to facilitate walking their bicycle down to the platform

level or up to the south entry plaza. Passengers would also be able to descend to the south end of the northbound platform via public stairs from the southwest corner of the transit loop. There would be two ways to access the southbound platform: from the north end of the station, via the public stairs or elevator from the north plaza at the platform level to the pedestrian overcrossing, or from the northwest corner of the transit center via a pedestrian bridge to the pedestrian overcrossing. The northbound platform would also be accessible from the plaza between the station and parking garage. Fare vending machines would be located at both the upper and lower entries to the station platforms, and ORCA pass card readers would be located at each entry point. *Exhibit 1, Staff Report, pages 9 and 10; Exhibit 2.*

33. Ancillary buildings and service areas would be located north of the station and would include ancillary services, such as a fire control room, communications room, mechanical room, two public restrooms, and staff/ transit drivers' restrooms. *Exhibit 1, Staff Report, page 10; Exhibit 2.*
34. The public plazas are proposed to be approximately 32,000 square feet in total area. Three of the four public plazas are adjacent to the station, and the fourth is at the southeast corner of the station at the intersection of 8th Ave NE and NE 185th Street. The proposed southern entry plaza fronts on NE 185th Street and is located west of the pedestrian and transit entry to the transit center. The fire lane located between the northbound platform and the parking garage would double as a public plaza, with proposed landscape berms, seat walls, decorative paving, and public art. The northern entry plaza would be accessible by non-motorized means via shared-use walkways, from the public sidewalk on 8th Avenue NE and from the North City neighborhood at NE 189th Street. The north entry plaza would be adjacent to the public restrooms and the on-demand bike lockers and would include decorative paving and landscape berms with seat walls. The corner public plaza would be located at the northwest corner of the NE 185th Street and 8th Avenue NE intersection and would be accessible from the public sidewalks along the station street frontages. The corner plaza would include landscape berms with seat walls, large specimen trees in the landscaping, exterior lighting, and decorative paving. *Exhibit 1, Staff Report, pages 10 and 11; Exhibit 2.*
35. The station pick-up and drop-off area would be located on the eastern side of the parking garage, with access from 8th Avenue NE. It is designed as a one-way loop, with two separate driveway access points, circulating from north to south. Five parallel, temporary pick-up/drop-off spaces are proposed adjacent to the garage. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
36. A bus transit center is proposed on the top level of the parking garage. Buses would access the transit center from NE 185th Street at the realigned and signalized intersection with 5th Avenue NE. The transit center would include: active bus bays with adjacent

bus shelters (including two Bus Rapid Transit platforms), bus layover spaces, a bay for paratransit with an adjacent paratransit shelter, and transit supervisor parking spaces. Pedestrians would be able to access the transit center from NE 185th Street, via a pedestrian bridge from the light rail station at the northwest corner of the transit center, and from the south end of the northbound platform via the elevator or public stairs. *Exhibit 1, Staff Report, page 11; Exhibit 2.*

37. The parking garage would be east of the light rail station, on the central portion of the station site. The parking garage would contain about 500 parking spaces, including ADA parking spaces on two levels. Level A would be below grade, and Level B would be at grade with the station platforms. The vehicular entrance/exit would be at the northeast corner of the garage from Level A onto 8th Avenue NE. Pedestrian access to the garage would be at three of the four corners of the building. The stairs at the northwest corner of the garage would serve as both entry and exit and would allow access the north entry plaza and ancillary services building, which would include both public and transit driver restrooms. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
38. Bicycle parking facilities would provide for a total of 58 parking spaces through two-level, on-demand bike lockers and bicycle racks that would be available when the station opens for service. Sound Transit has also identified areas for future bicycle parking facilities that would provide an additional 44 parking spaces, to be installed at Sound Transit's discretion. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
39. Landscaping at the station site, including at entrances, in plaza areas, along adjacent north and east property boundaries, and along street frontages, is proposed to consist of trees (including evergreens), shrubs, flowers, groundcover, and hardscape. Landscape screening along the northern and eastern edges of the station site is proposed to provide screening of the parking garage and the passenger pick-up and drop-off area. The landscaping theme would be the Douglas fir. *Exhibit 1, Staff Report, page 11; Exhibit 2.*
40. Artwork would be provided and is intended to establish character for the 185th Street Station, give vibrancy to the public spaces, and provide a means of wayfinding for riders within the station site. Sound Transit has commissioned Mary Lucking, an Arizona-based artist, under the Sound Transit Art Program (STart) to provide art for the Shoreline North/185th Station. *Exhibit 1, Staff Report, pages 11 and 12; Exhibit 2.*
41. The station site currently contains moderate- to high-risk landslide hazard areas on the north side of NE 185th Street and the east side of 7th Avenue NE, due to the grade differences between the NE 185th Street bridge over I-5 and the adjacent surrounding neighborhood. These landslide hazard areas would be eliminated by the construction of the station and garage. No other critical areas or critical area buffers overlay this station site. The City would review tree removal and replacement at the project level (during site

review), so no station site calculations for tree removal and replacement are currently required. The station site would be located within an area that is zoned MUR-70, and no critical areas or critical area buffers would remain after construction, so all proposed significant tree removal on the station site would be exempt from retention and replacement requirements under SMC 20.50.310.A. *Exhibit 1, Staff Report, page 12; Exhibit 2.T.*

42. Because the specific design of the Shoreline North/185th Station Site is still in development, it is not possible to determine earthwork quantities at this time. Excavation would comprise the majority of the earthwork to remove the fill that was placed for 7th Avenue NE and for construction of Level B of the parking garage below grade. Earthwork quantities would be confirmed when updated grading plans are submitted for the station. *Exhibit 1, Staff Report, pages 9 through 12.*

*Common Features for Both Stations*

43. At the stations and the parking garages, Sound Transit would provide signage and wayfinding on-site. Sound Transit analyzed and identified possible multimodal access improvements for both stations in coordination with City staff. Table 1 in the “Multimodal Access Assessment and Mitigation Plan” lists the City’s priorities for access improvement projects for both stations. These projects would either be completed by Sound Transit prior to the first day of revenue operation, or funds would be transferred to the City for project construction in accordance with the “2018 Funding and Intergovernmental Cooperative Agreement” (Funding Agreement). *Exhibit 1, Staff Report, pages 12 and 13; Exhibit 2.H; Exhibit 2.N; Exhibit 2.O.*
44. The FTA ROD requires that Sound Transit work with the City to develop plans to maintain safe and effective access and circulation, including discouraging cut-through traffic and “hide-and-ride” parking<sup>6</sup> that may occur on residential streets in the station areas. In its project narrative, Sound Transit describes the public engagement and outreach it would conduct prior to the start of construction with the neighborhoods impacted within a quarter mile of each station. This engagement would include meeting with neighbors and submittal of construction management plans for City review and approval prior to the issuance of applicable construction permits. The City and Sound Transit have agreed on an approach for addressing traffic impacts during construction to meet requirements under the ROD and SMC 20.40.438.E.2. *Exhibit 1, Staff Report, pages 13 and 14; Exhibit 2; Exhibit 2.FF; Exhibit 7; Exhibit 17.*
45. The FTA ROD also requires Sound Transit to identify and mitigate post construction impacts to traffic on both arterial and local streets within approximately one-quarter mile

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<sup>6</sup> “Hide and ride” parking entails transit users parking or hiding vehicles on neighborhood streets around a transit station. *Exhibit 1, Staff Report pages 12 through 14.*

of the station sites for the first year of revenue service. In its project narrative, Sound Transit articulates a strategy for developing traffic mitigation plans, to address impacts after the start of light rail revenue service that would use the City's previously developed neighborhood traffic action plans (TAPs) as a baseline, and then working to update these plans. Prior to the issuance of the Certificates of Occupancy for the two stations, Sound Transit—in coordination with the City—would determine the scope, timing, public outreach approach, escalation process, and study parameters for the evaluation and mitigation of traffic impacts. The study and mitigation plan would focus on arterial and local streets within approximately one-quarter mile of station sites and address impacts from cut-through traffic or pick up and drop off in areas not designated for this use. *Exhibit 1, Staff Report, pages 13 and 14; Exhibit 2; Exhibit 2.FF; Exhibit 7; Exhibit 17.*

46. Sound Transit would also work with the City to evaluate and, if necessary, implement “hide-and-ride” (transit users parking or hiding vehicles on neighborhood streets around a transit station) mitigation for both station areas. The City and Sound Transit have come to agreement on an approach for identifying and addressing parking impacts after the first day of revenue service. At least six months prior to the first day of revenue service, Sound Transit and the City would determine the scope and study parameters for the evaluation of parking availability and use in the vicinity of both stations and determine mutually agreed upon threshold(s) at which mitigation actions are necessary. *Exhibit 1, Staff Report, pages 12 through 14; Exhibit 2; Exhibit 2.FF; Exhibit 17.*

#### *Light Rail Guideway*

47. The light rail “guideway” would be located east of I-5 in a designated “Light Rail Transit Corridor,” from NE 145th Street to NE 205th Street. The guideway would typically be 30 to 40 feet wide, with room for two sets of tracks, poles, overhead wiring, train signals, and other supporting infrastructure. Approximately 3.2 miles of guideway would be constructed across a combination of at-grade, retained cut and fill, and elevated structures throughout the city. New precast concrete noise walls would be constructed for portions of the guideway at-grade, and on retained cut and fill, where there are no existing noise walls for I-5. Sound Transit would also replace existing walls, where appropriate. A decorative form-liner pattern would be applied to exposed noise/retaining wall faces to enhance their visual appearance. Landscaping along the guideway would include street frontages and landscape screening along adjacent property boundaries. *Exhibit 1, Staff Report, pages 14 and 15; Exhibit 2.*

#### *Building Demolition*

48. Sound Transit would demolish approximately 80 residential dwelling units on 87 full-acquisition properties within the city as part of construction. One 1,200 square foot accessory structure on one of the 147 partial-acquisition properties would also be demolished. Sound Transit would provide relocation assistance to all displaced residents

as required by applicable federal and state law. *Exhibit 1, Staff Report, page 15; Exhibit 2.*

#### *Tree Removal*

49. Sound Transit would remove approximately 351 significant trees within the private parcels and City rights-of-way, and would remove approximately 763 significant trees within the WSDOT right-of-way. Under SMC 20.50.360.C, to mitigate these impacts, Sound Transit would plant approximately 1,625 native conifers and 341 replacement native deciduous trees within private parcels and City rights-of-way, and would plant 542 native conifers and 224 native deciduous replacement trees within the WSDOT right-of-way.<sup>7</sup> *Exhibit 1, Staff Report, page 15; Exhibit 2.V.2.*

#### *Associated Infrastructure*

50. Stormwater management facilities would be constructed throughout the project site to meet requirements related to on-site stormwater management, runoff water quality treatment, and flow control and to ensure consistency with sustainable design principles. These facilities, to the maximum extent possible, would keep runoff from pollution generating surfaces and non-pollution generating surfaces separate. Separate flow control and water quality facilities are proposed for the stations, parking garages, and traction and power substation (TPSS) sites. In addition, flow control facilities would be provided along the guideway to control stormwater runoff. Based on geotechnical investigation and infiltration testing, Sound Transit determined that there are no locations within the project area feasible for implementation of low impact development (LID) techniques. The project, however, would meet the requirements of the most recently adopted DOE Stormwater Manual, and sheet-flow dispersion for the shared-use path segments would be used, where feasible. Some bioretention facilities would also be implemented throughout the project site. *Exhibit 1, Staff Report, pages 15 and 16; Exhibit 2; Exhibit 12.*
51. A TPSS and signal bungalow would be constructed north of each station. These bungalows would be screened by approximately 12-foot high, masonry noise/screening walls. Further design review of the walls would occur to ensure they are visually interesting to reduce aesthetic impacts on neighboring properties. In addition, the bungalow for the north station would have a decorative, metal, vertical-railing picket fence between the west side of the shared-use path and the landscape screening of the service area. *Exhibit 1, Staff Report, page 16; Exhibit 2.*
52. The light rail stations, parking garages, TPSSs, and signal bungalows would all require new utility services, including sanitary sewer, water, electrical, and telecommunications

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<sup>7</sup> These numbers do not include approximately 300 significant trees within the MUR-70 zoning district that are exempt from replacement requirements under the City's tree code. *Exhibit 1, Staff Report, page 15.*

infrastructure, and all such services are available for the project. Sound Transit has already addressed the need for utilities through the Early Work process, discussed above. *Exhibit 1, Staff Report, pages 16 and 17; Exhibit 2; Exhibit 14; Exhibit 15.*

53. The FTA ROD requires Sound Transit to perform roadway improvements that ensure that level of service (LOS) standards on impacted roadways are met. These improvements would include:
- Providing a pedestrian walkway on the east side of 1st Avenue NE from N 145th Street to N 147th Street where the existing sidewalk ends.
  - Constructing roadway frontage improvements throughout the project corridor.
  - Modifying the existing traffic signal at Meridian Avenue N and NE 185th Street to implement protected/permissive signal phasing for northbound and southbound left turns.
  - Restriping NE 185th Street, from the west end of the NE 185th Street Bridge deck to 2nd Avenue NE, to provide a center two-way left turn lane at 2nd Avenue NE. *Exhibit 1, Staff Report, pages 17 and 18; Exhibit 2; Exhibit 7; Exhibit 16.*

*Impacts to Ridgecrest Park and Twin Ponds Park*

54. Several impacts to Ridgecrest Park are anticipated, including: acquisition of approximately 0.3 acres of the western and southern edges of Ridgecrest Park for construction of the retained cut guideway and for reconstruction of frontage improvements along the NE 161st Street end; relocation of the sanitary sewer main; construction of retaining walls adjacent to the Metro base access ramps; temporary construction use of the western edge of the park and most of the park's parking lot; a permanent sanitary sewer main easement; a permanent soil easement in the northwest corner of the park; permanent retaining wall and noise wall maintenance easements along the western 10 feet of the park; and impacts to the existing monument sign, drinking fountain, parking light pole, electricity, and irrigation system. *Exhibit 1, Staff Report, page 18; Exhibit 18.*
55. These impacts are subject to Section 4(f) of the Department of Transportation Act and the requirements of the Forward Thrust Covenant on the park title. Accordingly, in coordination with the City, Sound Transit would implement the detailed mitigation plan agreed to between Sound Transit and the City, as outlined in the "Ridgecrest Park 4(f) Letter of Concurrence," dated March 8, 2018. Mitigation would ensure maintenance of public access to most of the park throughout construction of the project, along with appropriate parking, and would include:
- Restoring the affected area and placing a barrier between the light-rail facility and the park to function like the existing noise wall and berm in buffering I-5 noise and views of I-5.

- Designing and rebuilding 1st Avenue NE from NE 159th to NE 161 Street, including public outreach to the adjacent neighborhood to inform roadway and park design.
- Transfer replacement property at the south end of the park, or other property as agreed to with the City, consistent with the requirements and covenants and the park property title, to be developed to a level comparable to the displaced park area.
- Implement the detailed mitigation plan agreed to between Sound Transit and the City, as outlined in the Ridgecrest Park 4(f) Letter of Concurrence, dated March 8, 2018.

*Exhibit 1, Staff Report, pages 18 through 20; Exhibit 18.*

56. Impacts to Twin Ponds Park are anticipated, including: undergrounding a portion of Seattle City Light’s overhead electrical distribution power line within the westbound lane of NE 155th Street, bringing it back to the surface on the south side of NE 155th Street, and extending it over a portion of the Twin Ponds Park. These impacts are subject to Section 4(f) of the Department of Transportation Act. Sound Transit would work with the City and Seattle City Light to modify the proposed design in order to minimize or eliminate the impacts to the park. Sound Transit would also acquire the necessary 10-foot utility easement across the full width of the Twin Ponds Park frontage on NE 155th Street and would financially compensate the City for the easement consistent with standard processes and requirements. *Exhibit 1, Staff Report, pages 20 and 21; Exhibit 19.*

#### *Noise Impacts and Mitigation*

57. The project would create temporary impacts from construction noise and permanent impacts from operational noise. These impacts were identified in the FEIS and the ROD. Sound Transit would mitigate noise and vibration impacts in the adjacent communities associated with the construction of the LLE and bus transit centers. Such mitigation may consist of using portable noise barriers, temporary noise barriers, and vehicle broadband backup alarms or smart alarms. As needed, Sound Transit would also offer noise mitigation packages (including ear plugs, white noise machines, and/or sound dampening curtains) to residents affected by construction noise. In addition, construction activities would, to the extent reasonable, be structured so that noisier activities are restricted to daytime hours. A Construction Noise and Vibration Mitigation and Monitoring Plan would be provided for review prior to commencement of construction activities. *Exhibit 1, Staff Report, pages 27 and 28; Exhibit 2.FF; Exhibit 2.W; Exhibit 51; Exhibit 61.*
58. SMC 9.05.060.A.4 exempts sounds “generated by the normal operation of a light rail transit system” consistent with guidance provided by the FTA. Sound Transit would mitigate for operational noise, consistent with FTA guidance, through use of acoustic panels, elevated walls/barriers, noise walls integrated within the design of the trackway

structures, and through design features. For passenger pick-up and drop-off areas and bus transit centers, Sound Transit would employ masonry noise walls and other noise barriers. Sound Transit would also install appropriate measures to address vibration and ground-borne noise impacts from operation of the LLE. *Exhibit 1, Staff Report, pages 28 and 29; Exhibit 2.W; Exhibit 54; Exhibit 61.*

#### *Associated Construction Activities*

59. Several activities associated with construction are expected to impact surrounding neighborhoods through the approximate 5-year construction period. These include traffic control measures and maintenance, implementation of construction staging areas, and other construction-related activities. To mitigate for these impacts, Sound Transit would:
- Develop detailed plans, including construction phasing and access, traffic control, and detour plans prior to final design review and commencement of construction.
  - Obtain all necessary permits for construction staging. Staging generally would occur on properties adjacent to the guideway, in City rights-of-way adjacent to the guideway, in WSDOT Limited Access rights-of-way adjacent to the guideway, and at three private properties that would be leased: the Seattle City Light Regional Utility Corridor property, the Shoreline School District Aldercrest Annex Property, and the Merlone Geier (former Sears building) property.
  - Install appropriate fencing and security lighting.
  - Appropriately deliver and store all construction materials and equipment.
  - Ensure adequate construction worker parking.
  - Provide temporary street, sidewalk, and lane closures, where appropriate.
  - Provide for route changes for public transit routes and school busses.
  - Remove existing vegetation, pavement, and buildings, and replace vegetation and pavement, as necessary.
  - Ensure ongoing utility service.
  - Appropriately remove excavated site material.
  - Appropriately collect and discharge of stormwater runoff during construction;
  - Implement a final site restoration and landscaping plan throughout the project site.
- Exhibit 1, Staff Report, pages 30 and 31; Exhibit 2.*

#### Special Use Permit – General Criteria

60. SMC 20.33.330.B provides nine criteria that must be met for all SUPs. Specifically, an applicant must show that: the use would provide a public benefit or satisfy a public need; the use would be compatible with the types of uses permitted in surrounding areas; the use would not materially endanger the health, safety and welfare of the community; the proposed location of the use would not result in either the detrimental over-concentration of a particular use within the city or within the immediate area of the proposed use, unless the proposed use is deemed a public necessity; the use is such that pedestrian and vehicular traffic associated with the use would not be hazardous or conflict with existing

and anticipated traffic in the neighborhood; the special use would be supported by adequate public facilities or services and not adversely affect public services to the surrounding area; the location, size and height of buildings, structures, walls and fences, and screening vegetation for the special use would not hinder or discourage the appropriate development or use of neighboring properties; the special use is not in conflict with the basic purposes of Title 20 SMC (the Development Code); and the special use would not conflict with the standards of the City's critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Plan. *SMC 20.33.330.B.*

61. Sound Transit provided a detailed project narrative assessing each of the general SUP criteria. Sound Transit contends that each criteria has been met, specifically noting:
- The proposal would provide public benefits for the residents of the city, as well as the region, and is an essential public facility. The LLE is part of the regional Link Light Rail System, a critical part of a region-wide effort to meet the public need for relief of traffic congestion in daily commutes. It would provide a reliable transit option between Seattle and Lynnwood and the two proposed stations would promote strong, multi-modal connections between light rail, high-capacity transit, and non-motorized circulation by providing bicycle storage, parking stalls, passenger drop-off loops, parking for shared vehicle services, and multiple pedestrian access paths to each station.
  - The proposal would be compatible with the types of uses permitted in surrounding areas. It would be located partially within WSDOT and other public rights-of-way and within the R-6, MUR-45, and MUR-70 zoning districts. Sound Transit developed the project in close coordination with the City and the public through multiple open houses and public comment opportunities. The areas around the stations have recently been zoned MUR-70, and the station and garage sites would be consistent with the adopted 145th Station and 185th Station Subarea Plans. The proposal would help create a land use, transportation, and infrastructure framework for a livable, equitable, and sustainable transit-oriented community. The design elements of each station and garage demonstrate compatibility with the surrounding built environment. The facades, plazas, landscaping, and site circulation areas have been scaled to accommodate patron volumes while maintaining a pedestrian-level sense of detail and texture, consistent with surrounding properties and uses. Both stations would include public gathering space and would facilitate connection with pedestrian-oriented access points. Public art would also be implemented at both stations to enhance the facilities.
  - The guideway and associated facilities are located primarily within the R-6 residential zone (when not sited in rights-of-way) and are designed to integrate into the existing transportation corridor. Appropriate setbacks, noise walls, and vegetative buffering would be provided to soften the appearance of the guideway.

- The use would not materially endanger the health, safety, and welfare of the community, and the stations, garages, and associated plazas have been designed to incorporate Crime Prevention through Environmental Design (CPTED) techniques. Increased auto and bus traffic is accounted for in the station design. Landscape and physical delineation would be used to help separate vehicle space from pedestrian environments for greater safety, and screening material on the lowest level of the garages would allow visibility into the garages. Alcoves, blind corners, and dead-end corridors have been avoided through the design process. Landscaping would ensure clear site lines at all intersections, access points, and pedestrian plazas.
- The design also includes egress stairs, emergency phones, safety signage, fire alarms, fences, walls, and other barriers to reduce inadvertent access to the light-rail tracks. Audible alarm systems and warning devices would also be used at each station.
- Noise and vibration impacts on adjacent communities, as well as impacts from construction noise, would be addressed, and appropriate mitigation measures would be employed.
- Given the unique nature of the project, concerns about a detrimental over-concentration of a particular use are inapplicable.
- Pedestrian and vehicular traffic associated with the project would not be hazardous or conflict with existing and anticipated traffic in the neighborhood. Although the stations would increase pedestrian and vehicular traffic in the vicinity of the stations, the LLE project would (overall) relieve traffic congestion throughout the region, including within Shoreline. Traffic impacts were addressed through the SEPA process, and Sound Transit would mitigate traffic as required by the ROD.
- Public facilities and services were evaluated through the SEPA process. No adverse impacts on public facilities, including parks and recreational facilities, transit service, libraries, school districts, emergency services, or fire protection, were identified. Upgrades to available utilities are necessary, and Sound Transit would work with Seattle City Light and other service providers to ensure such upgrades occur.
- The location, size, and height of the LLE and associated infrastructure would not hinder or discourage the appropriate development or use of neighboring properties. All buildings, structures, walls, fences, and landscaping would meet the City's code requirements, where possible. Otherwise, Sound Transit has collaborated with the City to identify appropriate modifications or departures that would ensure that development or use of nearby properties is not hindered.
- The proposal is a result of a collaborative effort with the City and, as such, would not conflict with the basic purpose of the City's Unified Development Code.
- The special use would not conflict with the requirements of the City's critical areas regulations or the City's Shoreline Master Program (SMP). Sound Transit

has already received three CASUPs for the proposal addressing (and mitigating for) impacts to critical areas, and it would obtain floodplain development permits and construction permits, as necessary, prior to construction.

*Exhibit 1, Staff Report, pages 35 through 52; Exhibit 2.*

62. City staff also reviewed the proposal against the general SUP criteria and generally concurred with Sound Transit's assessment. Specifically, staff noted:
- Given the burgeoning volume of traffic in the area, providing an affordable, reliable method of public transportation benefits the region and the city. The project would allow for reduced reliance on single-occupancy vehicles, reducing traffic volumes and allowing the City to fulfill its commitment to reducing emissions. The project would also provide economic benefits through higher property values and employment/business creation.
  - Sound Transit held multiple open houses and public meetings and hosted online opportunities for public feedback throughout the design review process. To ensure compatibility with surrounding properties, Sound Transit would use setbacks, construct noise walls, and provide vegetative buffering. In addition, appropriate design elements and features would be incorporated throughout the proposal, and the proposal would include appropriate landscape screening, texture, and color-treatment of sound and retaining walls; public gathering spaces; multi-modal improvements connecting neighborhoods; and mitigation for noise, traffic, and parking impacts.
  - The proposal would not materially endanger the health, safety, and welfare of the community. Sound Transit should, however, provide Link Light Rail Emergency Responder training to Shoreline Fire Department personnel and should prepare maintenance-of-traffic or traffic-control plans to address pedestrian safety and vehicular movement at school crosswalks during school zone hours.
  - With conditions related to neighborhood traffic safety and multimodal access improvements, the use would not be hazardous or conflict with existing and anticipated traffic in affected neighborhoods.
  - Chapter 20.60 SMC ensures that adequate provisions of public facilities and services are maintained as new development occurs and costs are fairly allocated. The Ronald Wastewater District, North City Water District, Shoreline Fire Department, and other City departments reviewed the proposal and determined that, with conditions, adequate wastewater disposal, water supply, fire protection services, and adequate streets and access are provided for the proposal.
  - In 2015 and 2016, the City adopted two subarea plans specifically addressing the two proposed stations. The proposal would promote the development of properties in these subareas at a level envisioned by the City's zoning code. The guideway would be adjacent to low-density single-family neighborhoods and could potentially hinder the use or future redevelopment of single-family uses in

these areas. Conditions are necessary to ensure that adequate visual buffering and privacy are provided to avoid this.

- The purpose of the Title 20 SMC (the Unified Development Code) is to ensure a vibrant, healthy, and safe community is formed through high-quality and environmentally sustainable development. The proposal would lessen congestion and provide a transit corridor for transit-oriented development consistent with this basic purpose. Moreover, the proposal would be consistent with the applicable goals and policies of the City's Comprehensive Plan.
- The proposal would not be located within the jurisdictional boundaries of the City's SMP. The City concurs with Sound Transit's assessment that the proposal would comply with the City's critical areas ordinances.

*Exhibit 1, Staff Report, pages 35 through 52.*

#### Special Use Permit – Light Rail Criteria

63. In addition to the general criteria for an SUP discussed above, SMC 20.30.330.C provides three specific criteria that must be met for light rail facilities. Specifically, an applicant must demonstrate that the proposed light rail transit system/facilities uses energy efficient and environmentally sustainable architecture and site design, consistent with the City's "Guiding Principles for Light Rail Facility Design" (Guiding Principles) for light rail system/facilities and with Sound Transit's design criteria manual used for all light rail transit facilities throughout the system, and provides equitable features for all proposed light rail transit system/facilities; that the use would not result in, or would appropriately mitigate, adverse impacts on city infrastructure (e.g., roads, sidewalks, bike lanes, etc.) as confirmed by the performance of an access assessment report or similar assessment, to ensure that the city's transportation system (motorized and nonmotorized) would be adequate to safely support the light rail transit system/facility development proposed; and that the design of the proposed light rail transit system/facility is generally consistent with the City's Guiding Principles for light rail system/facilities. *SMC 20.30.330.C.*
64. The City's Guiding Principles generally require that stations are multi-modal, full-service transit hubs that provide great access and inviting and convenient connections for trains, buses, bikes, and pedestrians; provide neighborhood character and connect to the surrounding community to encourage and enhance vibrant place-making; are sustainable and climate friendly practices are employed; are safe, welcoming areas for people of all ages at all times; provide accommodations for people of all ages and abilities; and provide gathering places that create a sense of community and emphasize art, culture, and history of the community, and that transit-oriented development is promoted, through facility siting and design that is supportive of future development opportunities, and public art is integrated wherever possible. *Exhibit 10.*

65. Sound Transit provided detailed discussion of how each of the specific light rail criteria, and the City's Guiding Principles, would be met with the proposal. Specifically:
- The American Public Transportation Association awarded Sound Transit "Platinum" signatory status level for its commitment to sustainability, and this commitment would continue throughout the LLE project. The LLE project is a key component to providing a sustainable alternative to single-occupancy vehicle travel throughout the city and region.
  - All stations would be built to the highest energy efficiency standard, are independently commissioned, provide significant alternative transportation access, rely on recycled and low-emitting materials, and incorporate LID management techniques whenever feasible. Sound Transit's own standards require all stations to align to the Seattle Energy Code, one of the most progressive in the country. Through efficient building design strategies, occupancy sensors, daylight photocell sensors, and LED lighting, it is anticipated that the energy use index of the proposed stations would be significantly lower than national averages for transit facilities.
  - The garages are designed for future compatibility with solar panel systems along the south or west facades and to allow for future installation of electric vehicle charging stations.
  - Sustainable architectural and site-design features would be incorporated throughout, and building materials that pose significant environmental threats would be avoided.
  - Bicycle facilities and carpool spaces encourage low-carbon commuting and would be available at the stations. Proposed landscaping would be native and/or adaptable to the region and would be supported by a temporary, water-efficient irrigation system that could be abandoned once landscaping is established.
  - Over the course of construction, Sound Transit would require that a minimum of 80 percent of total, non-hazardous waste produced as a byproduct of construction be diverted from landfills.
  - The proposal would include a number of equitable features to make the facility accessible to all riders. For instance, the facilities would employ universal design principles and would be compliant with ADA requirements. Safety devices would be provided to accommodate visually impaired customers, and tactile wayfinding provisions would be provided to assist people with vision impairments.
  - Sound Transit completed an FEIS for the proposal, and efforts would be made to avoid impacts to city infrastructure or to mitigate for unavoidable impacts. Sound Transit would implement all required mitigation measures, from the FEIS and the RODs, which were produced during SEPA review.
  - Sound Transit would ensure that each station facilitates high-quality access and convenient connections between light rail and other modes of transportation as required by the Guiding Principles.

- Safe, non-motorized access to and from the stations and garages would be provided, consistent with the Guiding Principles.
- The need to maximize parking spaces within the parking garages would be balanced with the City's desire to expand opportunities for emerging trends such as car- and bike-sharing programs.
- Well-marked wayfinding in the station areas, including the pedestrian pathways, would be provided, consistent with the Guiding Principles. To this end, Sound Transit has agreed to provide the City with up to \$2 million per station to pay for station access-enhancement projects.
- Both stations would include bus transit transfer and bus layover areas consistent with streamlining transfers between transit modes, consistent with the Guiding Principles.
- The proposal would encourage transit use through convenient connections to Bus Rapid Transit and other transportation services; use of electronic, dynamic signs with transit data; and the availability of ORCA cards for purchase at the stations.
- Sound Transit would ensure that the stations provide neighborhood character through connections to the surrounding community. Open spaces and plazas at the stations would provide public gathering spaces.
- Excellent design would be employed that conveys a sense of place through pedestrian scale features, façade and sound wall treatments, and complementary lighting, consistent with the Guiding Principles.
- Common design elements would be provided between both stations in the city. Each would portray a common, cohesive, natural character while allowing some differentiations in specific plant palette and accent planting. Common paving materials, including scored concrete in simple geometric patterns, would also be employed at both stations, along with common light fixtures, signage, ticket vending machines, bicycle racks, and bike lockers.
- Landscaping that reflects the City's commitment to green space and sustainability would be provided, consistent with the Guiding Principles. Permeable green space is maximized in the site design and used to reinforce circulation and wayfinding through the site. Sustainability would be enhanced through drought-tolerant planting and a low-water use irrigation system.
- Use of areas under powerlines or trackways would be made, where feasible. Sound Transit and the City have partnered to identify potential opportunities for the City's future "Trail Along the Rail Project" alignment to the extent practical, prudent, and feasible.
- The proposal would incorporate sustainable and climate friendly practices, including restoring impacted streams, wetlands, and other critical areas and buffers. Sound Transit would also install interpretive signs at strategic locations at the Ronald Bog Wetland Mitigation Site. Sound Transit would preserve

significant trees where possible and plant replacement trees when tree removal is necessary, consistent with the Guiding Principles.

- Sound Transit would ensure that facilities are safe and welcoming for people of all ages at all times by limiting locations where vehicles, including buses, may cross dedicated pedestrian routes; integrating CPTED techniques at all facilities; providing security and emergency features throughout each station and garage (including closed circuit television cameras); maximizing open design with the use of glass and transparency at station entrances, elevators, platform level windscreens, and other areas; and providing security lighting that enhances safety but is non-intrusive for neighbors.
- Sound Transit would ensure the stations provide accommodations for people of all ages and abilities, including those with mobility challenges. Sound Transit would also ensure easy mobility for those with strollers and/or luggage, provide disabled parking and drop-off zones, and construct safe, ADA-compliant facilities.
- Public amenities would be provided at each station, consistent with the Guiding Principles. This would include using bridge design to support a broader sense of community, installing bicycle storage with covered racks and lockers, installing garbage and recycling receptacles, providing seating, using icon-based signage, creating flexible spaces for gathering and entertainment, providing weather protection elements, and providing public restrooms and restrooms for transit vehicle operators and maintenance staff.
- Sound Transit would promote transit-oriented development at each station, consistent with the Guiding Principles.
- Public art would be incorporated throughout stations, consistent with the Guiding Principles.

*Exhibit 1, Staff Report, pages 54 through 96; Exhibit 2.*

66. City staff also reviewed the proposal for compliance with the specific criteria for light rail facilities under SMC 20.30.330.C, including compliance with the promulgated Guiding Principles, and generally concurred with Sound Transit's assessment. Staff noted, however, that conditions would be necessary to ensure: sustainability measures are met, impacts to transportation infrastructure are accounted for, and all specific requirements of the Guiding Principles are addressed. *Exhibit 1, Staff Report, pages 54 through 96.*

#### Code Modifications

67. Under SMC 20.40.438.D, the development standards listed in subsections B and C of SMC 20.40.438 may be waived or modified as part of the Special Use Permit process, if an applicant demonstrates that compliance with one or more of the development standards or requirements set forth in subsections B and C would: make siting, development or operation of the facilities impossible or impracticable (as that term is defined by Washington Administrative Code 365-196-550 and/or other law); result in

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reduced public benefits; or alternative actions could meet or exceed the intended goals of such requirements. Sound Transit has requested four code modifications to the standards listed in SMC 20.40.438.B as part of the SUP proposal. *Exhibit 1, Staff Report, page 97.*

*Code Modification No. 1*

68. Sound Transit seeks modification of the minimum parking stall and aisle dimension requirements of SMC 20.50.410.F. Sound Transit proposes that the parking garage layout consist of a 90-degree parking stall layout, where each stall designated as “standard” would be a minimum of 8.5 feet wide by 18 feet long, with a minimum unit depth of 59 feet, as opposed to 20 feet long as is normally required by the municipal code. In addition, Sound Transit proposes a modification that would allow columns to encroach 12 inches into the first foot of stall depth on one side for “non-standard” stalls, rather than columns that encroach 6 inches into the first and last four feet of “non-standard” stalls, potentially on both sides. Sound Transit contends that these modifications would assure safe, convenient, efficient, and adequately sized parking facilities, as required by SMC 20.50.380.E, while allowing parking in the garages to function as well or perhaps better than it would under the requirements of SMC 20.50.410.F. City staff reviewed the proposed modification request and determined that a “standard” parking depth of 18 feet, as opposed to 20 feet, with a minimum unit depth of 59 feet, would be functionally equivalent to the allowed standard parking stall design under SMC 20.50.410.F. City staff also determined that all stalls that do not meet these “standard” dimensions, including any stalls that would have structural encroachments greater than 6 inches, would need to be marked as “compact,” counted towards the maximum allowed number of compact stalls permitted under SMC 20.50.410.F (which allows for 50 percent of all stalls to be compact), and be provided with wheel-stops or surface paint lines to visually indicate the dimensional limitations of such compact, “non-standard” parking stalls. With these provisions, City staff determined the proposal would meet the requirements for modification approval. *Exhibit 1, Staff Report, pages 97 through 100; Exhibit 54; Exhibit 64.*

*Code Modification No. 2*

69. Sound Transit seeks modification of SMC 20.50.490.A and SMC 20.50.490.C related to landscape buffer requirements in the R-6, MUR-45, and MUR-70 zoning districts on property within the WSDOT right-of-way purchased by Sound Transit.<sup>8</sup> Specifically, Sound Transit requests a waiver from the landscape buffer requirements for: property in close proximity to the guideway requiring a vegetation clear zone; at the two TPSS locations; in areas temporarily impacted by construction; on potential surplus property

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<sup>8</sup> This is as opposed to property leased by Sound Transit from WSDOT, through air space leases, which would be regulated by WSDOT’s own landscape standards under state law, not those of the City. The majority of the project would be constructed and operated within WSDOT right-of-way adjacent to I-5 on leased land, limiting the scope of this modification request. *Exhibit 1, Staff Report pages 100 and 101.*

zoned for residential development; on parcels with site constraints (including Parcels LL177, LL 196, and LL 169 and on parcels in areas north of NE 195th Street); and in the aerial guideway in the WSDOT right-of-way. Sound Transit notes that the municipal code would normally require the planting of large evergreen and deciduous trees but, due to site constraints and safety concerns, this would not be possible in these areas and would potentially hinder Sound Transit's efforts to site the LLE facility. Where landscape buffers cannot be planted to the extent normally required by the municipal code, however, Sound Transit would pay for up to \$250,000 to fund the installation of alternative and additional landscaping in nearby neighborhoods. City staff analyzed the requested modification and noted that the City worked with Sound Transit extensively during project review to ensure that landscape screening requirements would be met to the maximum extent feasible throughout the project. The areas that would not meet the code requirements, however, were mutually identified by Sound Transit and the City. City staff determined that, so long as the alternate in-lieu agreement proposed is executed and implemented, the requested modification would meet the requirements for approval. *Exhibit 1, Staff Report, pages 100 through 104; Exhibit 2.AA.*

*Code Modification No. 3*

70. Sound Transit requests a modification to SMC 20.70.120.A regarding the timing of right-of-way dedications. The modification would allow construction permits to be issued before finalization of all dedications, as opposed to prior to permit issuance. All dedications, however, would occur before the start of the project's revenue service and final occupancy. City staff reviewed the modification request and determined that, because Sound Transit would not have full ownership of all the property that needs to be dedicated prior to permit issuance (in light of condemnation and other proceedings), the modification would provide an alternate process that would meet the goals of the municipal code. Staff also stressed that this alternate process would ensure that the dedications that occur are accurate when completed because they would be based on permit drawings, rather than as-built survey drawings. *Exhibit 1, Staff Report, pages 104 and 105.*

*Code Modification No. 4*

71. Sound Transit requests a modification from the frontage improvement requirements of SMC 20.70.320. Specifically, the modification would relate to locations where Sound Transit and the City have mutually agreed that full, standard frontage improvements are not necessary based on traffic impacts anticipated from the proposal and would include: non-standard shared-use path or shared-use sidewalks would be constructed in lieu of the standard non-motorized frontage improvements at various locations in the vicinity of the project; and right-of-way dedications only in some area in lieu of standard frontage improvements. Sound Transit notes that project impacts to motorized and non-motorized traffic would vary throughout the project site and providing a variety of frontage improvements along the project alignment that would benefit the public beyond typical

frontage infrastructure would better serve the public. In addition, Sound Transit would work with the City to provide improved public access within or adjacent to the LLE and identify options for non-motorized access projects, such as the City's Trail Along the Rail Project. City staff reviewed the proposed modification and concurred with Sound Transit's analysis. City staff stressed that granting this request would facilitate the installation of non-motorized, shared use facilities in locations that compliment the City's future capital projects, such as the Trail Along the Rail. *Exhibit 1, Staff Report, pages 105 through 107; Exhibit 2; Exhibit 17.*

#### Engineering Standard Deviations

72. Sound Transit has requested seven engineering deviations from the engineering standards of the City's 2016 Engineering Development Manual (EDM). Deviations from the City's engineer standards, as adopted in the EDM, are allowed where there are unique circumstances related to the proposal. A deviation request may be granted when an applicant shows:
1. The granting of such deviation will not be materially detrimental to the public welfare or injurious or create adverse impacts to the property or other property(s) and improvements in the vicinity and in the zone in which the subject property is situated;
  2. The authorization of such deviation will not adversely affect the implementation of the Comprehensive Plan adopted in accordance with State law;
  3. The deviation is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Program, SMC Title 20, Division II;
  4. A deviation from engineering standards shall only be granted if the proposal meets the following criteria:
    - a. Conform to the intent and purpose of the Code;
    - b. Produce a compensating or comparable result which is in the public interest; and
    - c. Meet the objectives of safety, function and maintainability based upon sound engineering judgment;
  5. Deviations from road standards must meet the objectives for fire protection. Any deviation from road standards, which does not meet the International Fire Code, shall also require concurrence by the Fire Marshal;
  6. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must meet the objectives for appearance and environmental protection;
  7. Deviations from drainage standards contained in the Stormwater Manual and Chapter 13.10 SMC must be shown to be justified and required for the use and situation intended;

8. Deviations from drainage standards for facilities that request use of emerging technologies, an experimental water quality facility or flow control facilities must meet these additional criteria:
  - a. The new design is likely to meet the identified target pollutant removal goal or flow control performance based on limited data and theoretical consideration;
  - b. Construction of the facility can, in practice, be successfully carried out; and
  - c. Maintenance considerations are included in the design, and costs are not excessive or are borne and reliably performed by the applicant or property owner;
9. Deviations from utility standards shall only be granted if following facts and conditions exist:
  - a. The deviation shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and in the zone in which the property on behalf of which the application was filed is located;
  - b. The deviation is necessary because of special circumstances relating to the size, shape, topography, location or surrounding of the subject property in order to provide it with use rights and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located; and
  - c. The granting of such deviation is necessary for the preservation and enjoyment of a substantial property right of the applicant possessed by the owners of other properties in the same zone or vicinity.

*SMC 20.30.290.B.*

*Deviation No. 1*

73. Sound Transit requests a deviation from typical land width requirements of EDM Section 12.2. Specifically, Sound Transit requests that the left turn lane widths on NE 185th Street between 5th Avenue NE (the west side of I-5) and 8th Avenue NE (the east side of I-5) be reduced from 12 to 11 feet. Sound Transit notes that an 11-foot turn lane width would provide better utilization of the existing NE 185th Street bridge and roadway widths, conform to the intent and purpose of the municipal code, produce a comparable result, and meet the objectives of safety, function, and maintainability based upon sound engineering judgment. City staff reviewed the deviation request and determined that EDM Section 12.2 allows flexibility in the determination of lane widths such that no deviation would actually be required and an 11-foot turn lane width at the requested location would be appropriate. *Exhibit 1, Staff Report, pages 109 and 110; Exhibit 2.CC.*

*Deviation No. 2*

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74. Sound Transit requests a deviation from the normal intersection grade requirements of EDM Section 13.6, which normally requires a maximum permissible grade at a signalized intersection of two percent. Specifically, Sound Transit requests that a 3.75-percent slope be allowed at the NE 185th Street/5th Avenue NE intersection on the east side of I-5 that would then increase to an 8-percent slope east along NE 185th Street from just outside the intersection east to 8th Avenue NE. Sound Transit notes that the existing I-5 crossing bridge would need to be rebuilt to meet the requirements of EDM Section 13.6 with the deviation and that, even with the deviation, the proposed intersection grade would meet ADA crosswalk requirements and that adequate site distance would still be provided at the intersection. Sound Transit contends that the deviation would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the deviation request and concurred with Sound Transit's assessment. Staff recommends approval of the request. *Exhibit 1, Staff Report, pages 110 and 111; Exhibit 2.CC.*

*Deviation No. 3*

75. Sound Transit requests a deviation from the horizontal curve criteria of EDM Section 12.5, Table 13. Specifically, Sound Transit requests that the horizontal curve design of 5th Avenue NE (east of I-5) just south of NE 185th Street be designed to meet a designed speed requirement of 25 mph, as opposed to 30 mph. Sound Transit notes that the horizontal curve design for 25 mph would serve to calm traffic around the station and garage by slowing vehicles approaching NE 185th Street in the northbound direction and that the reduced design speed would have no impacts on traffic functions in the southbound direction. Sound Transit contends that the deviation would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the deviation request and concurred with Sound Transit's assessment. Staff recommends approval of the request. *Exhibit 1, Staff Report, pages 111 and 112; Exhibit 2.CC.*

*Deviation No. 4*

76. Sound Transit requests deviations from the frontage improvement requirements of EDM Section 7.7. Specifically, Sound Transit requests that modifications to the amenity zone on 5th Avenue NE (south of NE 185th Street) be allowed along with modifications to the amenity zone at the NE 185th Street and 8th Avenue NE roundabout. Sound Transit contends that the deviation would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and

maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the deviation request and determined that the proposal would generally conform to the intent and purposes of the municipal code but that standard concrete vertical curb and gutter consistent with EDM Standard Detail 312 would be necessary. *Exhibit 1, Staff Report, pages 113 and 114; Exhibit 2.CC.*

*Deviation No. 5*

77. Sound Transit requests site-specific cross section dimension deviations from the requirements of EDM Section 7.7 related frontage improvements. Specifically, Sound Transit requests deviations from standard frontage improvement requirements at several locations due to existing site constraints or alternative improvements agreed upon with the City. This would include deviations: along NE 145th Street at 5th Avenue NE; at the end of NE 149th Street; along 3rd Avenue NE; at the end of 3rd Avenue NE; along 1st Avenue NE; at the intersection to NE 170th Street and 1st Avenue NE; along 1st Avenue NE from NE 172nd Street to NE 174th Street; and at the west street end of NE 178th Street east to 2nd Place NE. Sound Transit notes that these deviations would allow the City and Sound Transit to coordinate in identifying opportunities to provide non-motorized connectivity paralleling the guideway through shared use paths for pedestrian bicyclists (the Trail Along the Rail) and that the locations selected generally do not have sufficient space available to provide both the shared-use path and standard frontage improvements as required in the EDM. Sound Transit contends that the deviations would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. Staff reviewed the proposed deviations and determined that they would conform to the intent and purposes of the municipal code. *Exhibit 1, Staff Report, pages 114 through 116; Exhibit 2.CC; Exhibit 64.*

*Deviation No. 6*

78. Sound Transit requests a deviation from the requirements of EDM Section 7.7 related to frontage improvements, EDM Section 12.6 related to street ends, and the dimensional standards in Appendix F of the EDM Master Street Plan. Specifically, Sound Transit requests modifications be allowed the NE 161st Street end; the west end of NE 180th Street; the end of NE 189th Street, and the end of NE 195th Street. These areas have been identified as potential locations for shared-use paths. Sufficient space, however, is not available to provide both a shared-use path and standard frontage improvements and street ends as required by the EDM. Sound Transit contends that the deviations would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering

judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the proposed deviations and determined that they would generally conform to the intent and purposes of the municipal code but that an 8-foot wide sidewalk on the north side of NE 161st Street should connect to the shared-use path and street trees along the TPSS frontage on the north side of NE 189th Street, along with a connection from the shared-use path to the existing sidewalk on the south side of NE 189th Street to the east should be provided. *Exhibit 1, Staff Report, pages 116 through 117.*

*Deviation No. 7*

79. Sound Transit requests a deviation from EDM Section 10.2 to restore two existing driveways with 10-foot wide driveway approaches that would be 34 feet apart on Parcel LL200. The EDM normally does not allow a single parcel to have two driveways and generally requires driveways be spaced at least 50 feet apart. One of the driveways, however, appears to have been converted to living space and the request would allow the property owner to retain the existing, nonconforming driveway configuration. Sound Transit contends that the deviations would conform to the intent and purpose of the municipal code, produce a comparable result, meet the objectives of safety, function, and maintainability based upon sound engineering judgment, and would not be materially detrimental to the public welfare, injurious, or create adverse impacts to the property or other properties and improvements in the vicinity. City staff reviewed the proposal and concurred with Sound Transit's assessment. City staff noted, however, that approval of the deviation does not address whether the two driveways were legally established and that future development activity on the parcel may require compliance with required standards. *Exhibit 1, Staff Report, pages 117 through 119; Exhibit 2.CC.*

Design Review Departures

80. SMC 20.30.297.A allows for Administrative Design Review approval of departures from the design standards in SMC 20.50.220 through -.250 and SMC 20.50.350 through -.610 upon a finding that the departure is consistent with the purposes or intent of the applicable design review subsections or justified due to unusual site constraints such that meeting the standards would represent a hardship to achieving full development potential. Sound Transit has requested four departures from site design standards: three of the departures are from site design standards in SMC 20.50.240 and one is from a building design standard in SMC 20.50.250. *Exhibit 1, Staff Report, page 120; Exhibit 2.BB.*

*Departure No. 1*

81. Sound Transit requests a design departure from the requirements of SMC 20.50.250.D.1.c. Specifically, Sound Transit requests that an average width of 20 feet of Type II landscaping be allowed for the length of the Shoreline South Station garage adjacent to 5th Avenue NE and the I-5 onramp, as opposed to a minimum 20-foot

landscaping width. Sound Transit notes that, by averaging the width and including landscaping within the WSDOT right-of-way north of the I-5 onramp, the total amount of Type II landscaping provided would be more than double what is required and soften the appearance of the parking garage. City staff reviewed the request and concurred with Sound Transit's assessment, noting that the proposed design of the Type II landscaping along the garage frontage would successfully balance providing effective landscape screening of the garage without compromising safety. *Exhibit 1, Staff Report, pages 120 through 122; Exhibit 2.I.*

*Departure No. 2*

82. Sound Transit requests a design departure from SMC 20.50.250.B.8.a to allow metal siding to extend lower than 4 feet above grade in several locations throughout the project. Specifically, metal panels would extend to within 6 inches of grade at station entrances for the Shoreline South Station and in parts of the Shoreline South Station garage; metal panels would clad the full height of elevator shafts at the Shoreline North Station; and full-height perforated metal screening would be proposed along the east and west facades of the Shoreline North Station Garage at the public and egress stairs. Sound Transit stresses that much of the function of the metal panels in these locations would be decorative, would reduce the apparent scale of buildings and add visual interest, break up structures into smaller scale elements, and permit visibility and ventilation in certain circumstances while still providing security. City staff reviewed the departure request and recommends that it be approved. *Exhibit 1, Staff Report, pages 122 through 125; Exhibit 2.*

*Departure No. 3*

83. Sound Transit requests a departure from SMC 20.50.240.C.1.d requirement related to site frontage improvements. Specifically, Sound Transit requests that window percentage be reduced to 35 percent of the Shoreline North Station façade facing NE 185th Street and zero percent of the Shoreline North Station garage façade facing NE 185th Street. Sound Transit notes that design features at the station are necessary to provide sufficient access and protection from the elements. City staff reviewed the departure request and concurred with Sound Transit's assessment, noting that the design features of the Shoreline North Station and garage, including façade features, already provide visual appeal. *Exhibit 1, Staff Report, pages 125 and 126; Exhibit 2.*

*Departure No. 4*

84. Sound Transit requests a departure from SMC 20.50.240.H.1 related to outdoor lighting requirements. Specifically, Sound Transit requests that its own lighting standards be used for the stations and parking garages, which were specifically developed for light-rail stations. Sound Transit reviewed the departure and concurred with Sound Transit's assessment. *Exhibit 1, Staff Report, pages 126 through 128; Exhibit 2.BB.*

### Vesting

85. Under SMC 20.30.330.D, a special use permit may be vested for a period of up to five years from the date of Hearing Examiner approval. Sound Transit has requested that this vesting provision apply and City staff recommends that the project vest for a 5-year period from the date of approval. *Exhibit 2.EE; Exhibit 64; Exhibit 66; Exhibit 67.*

### Oral Argument and Testimony

86. Attorney Clayton Graham represented Sound Transit at the open record hearing on the proposal. He stated that this is not a run-of-the-mill special use permit, noting that it would affect hundreds of properties in the city. He also noted that Sound Transit is not a “typical” developer but, instead, is a light rail authority working to implement the will of the voters. Mr. Graham pointed out that the project would cost approximately \$2.77 billion to construct. Mr. Graham stressed that the proposal entails construction of an essential public facility and involves a unique use protected by state law. Construction of the LLE, therefore, is subject to local review, but there are limits to the level of regulation that can be imposed. Mr. Graham stated that the City has recognized the unique nature of the project and, accordingly has amended its municipal code and entered into several intergovernmental agreements with Sound Transit to facilitate development of the proposal. Mr. Graham also noted that extensive environmental review has already occurred at the federal and state level and that Sound Transit would use, unchanged, the resulting environmental documents—including all required mitigation measures—through project implementation. Mr. Graham detailed the approval criteria for an SUP and briefly explained how the proposal would satisfy each of the criteria. *Comments of Mr. Graham.*
87. Applicant Representative Taylor Carroll testified that the proposal entails the culmination of 9 years of work. He explained the general features of the proposal and stressed that many stakeholders have been involved in the project. He noted that there are a body of other regulations and standards apart from those existing in the City’s municipal code that Sound Transit must comply with, which sometimes creates conflict. Mr. Carroll noted that the many requested code modification, engineering deviations, and design review departures were requested because of this. Finally, Mr. Carroll stressed that this project has been collaborative with the City and that several creative solutions to issues have been put forth throughout the process. For instance, Sound Transit, the City, and the King Conservation District have agreed on a draft landscape improvement proposal for private property to address landscaping and visual impacts throughout the city that would involve the King Conservation District planting additional vegetation, on the private property of those interested, in neighborhoods surrounding the guideway. Mr. Carroll also stressed that Sound Transit focused extensively on complying with the City’s Guiding Principles for Light Rail to ensure the project would be designed in a manner consistent with the City’s intentions. *Testimony of Mr. Carroll.*

88. Sound Transit Executive Project Director Rod Kempkes testified about cost-reduction efforts that occurred during the iterative design process and noted that Sound Transit agreed to add a pedestrian bridge from the Shoreline South Station to the associated parking garage with contributions from the City and King County Metro. *Testimony of Mr. Kempkes.*
89. Juniper Nammi, City of Shoreline Sound Transit Project Manager, testified generally about the proposal and discussed the regulatory framework associated with it. She explained that the project Early Work has already begun, including siting of interim park-and-ride facilities, tree removal, wetland mitigation, demolition of structures, moving utilities, and staging. Ms. Nammi touched on the “Trail Along the Rail” project and explained that, in several instances, the City determined that it would make more sense for Sound Transit to contribute to such a proposal rather than provide frontage improvements in areas adjacent to the guideway that would have minimal project impacts. She also noted that the partnership with King Conservation District was designed to provide an alternative to standard landscaping requirements in light of site constraints associated with the project guideway and WSDOT’s limited access right-of-way. Ms. Nammi also testified, at length, about measures that would be taken to ensure that traffic impacts and impacts from construction and operational noise are mitigated. *Testimony of Ms. Nammi.*
90. City Senior Planner Jennifer Wells testified about the proposed design review departures, the impacts the proposal would have to Ridgecrest Park and Twin Ponds Park, tree removal that would occur during site development, construction staging, and sustainability. *Testimony of Ms. Wells.*
91. Diane Pottinger, the District Manager for the North City Water District, testified that the District supports the proposal. *Testimony of Ms. Pottinger.*
92. Area resident Michael Cameron testified that he is concerned about vegetation for the area near his residence. Specifically, he expressed concern that not enough visual barrier would be provided to screen the elevated guideway from his property. Mr. Cameron noted that he is aware of the partnership with the King Conservation District but believes there is adequate area to provide a good visual buffer without the need to plant additional vegetation on his own property. *Testimony of Mr. Cameron.*
93. John Logan, the Applicant’s Landscape Architect, testified in response to Mr. Cameron. He noted that he is aware of Mr. Cameron’s concerns and that Sound Transit widened the planting area in the vicinity from 15 feet to 25 feet to help alleviate such concerns. Mr. Logan stated, however, that because WSDOT would not allow additional vegetation (especially tall vegetation) within its limited access right-of-way, there is little more that Sound Transit can do to assuage Mr. Cameron’s concerns about the proposed vegetative buffer in the vicinity of his residence. Mr. Carroll also noted that he corresponded with

Mr. Cameron several times and that the partnership with the King Conservation District would provide an alternative in obtaining an appropriate visual buffer from Mr. Cameron's property. *Testimony of Mr. Logan; Testimony of Mr. Carroll.*

#### Staff Recommendation

94. Ms. Nammi and Ms. Wells testified that City staff recommend approval of the SUP, with conditions. After clarifying several details, Mr. Graham and Mr. Carroll noted that Sound Transit would agree to and comply with the recommended conditions of approval. *Exhibit 1, Staff Report, 129 through 149; Exhibit 64; Testimony of Ms. Nammi; Testimony of Ms. Wells; Statement of Mr. Graham; Testimony of Mr. Carroll.*

### **CONCLUSIONS**

#### Jurisdiction

The Hearing Examiner is authorized to conduct public hearings and issue final decisions for land use applications that are required to have a public hearing. *SMC 2.15.060.B.* Quasi-judicial decisions, or "Type C" decisions, involve "the use of discretionary judgment in the review of each specific application" and are heard by the City Council or Hearing Examiner. *SMC 20.30.060.* SMC 20.30.060 dictates that the Hearing Examiner hear applications on special use permits. *SMC 20.30.060; SMC 20.30.330.*

#### Criteria for Review

Under SMC 20.30.330.A, the purpose of a special use permit is:

to allow a permit granted by the City to locate a regional land use including essential public facilities on unclassified lands, unzoned lands, or when not specifically allowed by the zoning of the location, but that provides a benefit to the community and is compatible with other uses in the zone in which it is proposed. The special use permit may be granted subject to conditions placed on the proposed use to ensure compatibility with adjacent land uses. The special use permit shall not be used to preclude the siting of an essential public facility.

The Hearing Examiner shall only grant a special use permit if:

1. The use will provide a public benefit or satisfy a public need of the neighborhood, district, City or region;
2. The characteristics of the special use will be compatible with the types of uses permitted in surrounding areas;
3. The special use will not materially endanger the health, safety and welfare of the community;
4. The proposed location shall not result in either the detrimental over-concentration of a particular use within the City or within the immediate

area of the proposed use, unless the proposed use is deemed a public necessity;

5. The special use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood;
6. The special use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts;
7. The location, size and height of buildings, structures, walls and fences, and screening vegetation for the special use shall not hinder or discourage the appropriate development or use of neighboring properties;
8. The special use is not in conflict with the basic purposes of this title; and
9. The special use is not in conflict with the standards of the critical areas regulations, Chapter 20.80 SMC, Critical Areas, or Shoreline Master Plan, SMC Title 20, Division II.

*SMC 20.30.330.B.*

In addition to the criteria in SMC 20.30.330.B, a special use permit for a light rail transit system/facilities located anywhere in the City may be granted only if the Applicant demonstrates the following standards are met:

1. The proposed light rail transit system/facilities uses energy efficient and environmentally sustainable architecture and site design consistent with the City's guiding principles for light rail system/facilities and Sound Transit's design criteria manual used for all light rail transit facilities throughout the system and provides equitable features for all proposed light rail transit system/facilities;
2. The use will not result in, or will appropriately mitigate, adverse impacts on City infrastructure (e.g., roads, sidewalks, bike lanes) as confirmed by the performance of an access assessment report or similar assessment, to ensure that the City's transportation system (motorized and nonmotorized) will be adequate to safely support the light rail transit system/facility development proposed. If capacity or infrastructure must be increased to meet the decision criteria set forth in this subsection C, then the applicant must identify a mitigation plan for funding or constructing its proportionate share of the improvements; and
3. The applicant demonstrates that the design of the proposed light rail transit system/facility is generally consistent with the City's guiding principles for light rail system/facilities.

*SMC 20.30.330.C.*

A public agency may, at the time of application or at any time prior to submittal of the SUP application to the City Hearing Examiner, request a modification in the vesting expiration

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No. SPL-18-0140*

provisions of SMC 20.30.160, allowing for vesting of the SUP for a period of up to five years from the date of Hearing Examiner approval or, if the SUP provides for phased development, for a period of up to 10 years from date of Hearing Examiner approval. If permitted, the expiration date for vesting shall be set forth as a condition in the SUP. Here, the Applicant and City have agreed to a 5-year vesting period from the date of the Hearing Examiner's decision.

The criteria for review adopted by the City Council are designed to implement the requirement of chapter 36.70B RCW to enact the Growth Management Act. In particular, RCW 36.70B.040 mandates that local jurisdictions review proposed development to ensure consistency with development regulations, considering the type of land use, the level of development, infrastructure, and the characteristics of development. *RCW 36.70B.040.*

#### Conclusions Based on Findings

1. **With conditions, the proposal would comply with the requirements for a special use permit under SMC 20.30.330.B.** The City provided reasonable notice of the application and public hearing and provided adequate opportunity for members of the public to comment on the proposal. In addition, Sound Transit provided extensive public outreach on the proposal over the course of the last several years and worked diligently to respond to concerns raised by members of the public in relation to all aspects of the project. The Applicant and the Federal Transit Administration prepared environmental impact statements and evaluated alternatives as required under the State and Federal Environmental Policy Acts and Sound Transit would comply with the resulting requirements of the Final Environmental Impact Statement and Record of Decision.

The proposal would provide public benefits for the residents of the city, as well as the region, and is an essential public facility. The LLE is part of the regional Link Light Rail System, a critical part of a region-wide effort to meet the public need for relief of traffic congestion in daily commutes. It would provide a reliable transit option between Seattle and Lynnwood and the two proposed stations would promote strong, multi-modal connections between light rail, high-capacity transit, and non-motorized circulation by providing bicycle storage, parking stalls, passenger drop-off loops, parking for shared vehicle services, and multiple pedestrian access paths to each station. Given the burgeoning volume of traffic in the area, providing an affordable, reliable method of public transportation benefits the region and the city. The project would allow for reduced reliance on single-occupancy vehicles, reducing traffic volumes and allowing the City to fulfill its commitment to reducing emissions. The project would also provide economic benefits through higher property values and employment/business creation.

The proposal would be compatible with the types of uses permitted in surrounding areas. It would be located partially within WSDOT and other public rights-of-way and within the R-6, MUR-45, and MUR-70 zoning districts. The areas around the stations have recently been zoned MUR-70, and the station and garage sites would be consistent with

the adopted 145th Station and 185th Station Subarea Plans. The proposal would help create a land use, transportation, and infrastructure framework for a livable, equitable, and sustainable transit-oriented community. The design elements of each station and garage demonstrate compatibility with the surrounding built environment. The facades, plazas, landscaping, and site circulation areas have been scaled to accommodate patron volumes while maintaining a pedestrian-level sense of detail and texture, consistent with surrounding properties and uses. Both stations would include public gathering space and would facilitate connection with pedestrian-oriented access points. Public art would also be implemented at both stations to enhance the facilities. Appropriate setbacks, noise walls, and vegetative buffering would be provided to soften the appearance of the guideway. To ensure compatibility with surrounding properties, Sound Transit would use setbacks, construct noise walls, and provide vegetative buffering. In addition, appropriate design elements and features would be incorporated throughout the proposal, and the proposal would include appropriate landscape screening, texture, and color-treatment of sound and retaining walls; public gathering spaces; multi-modal improvements connecting neighborhoods; and mitigation for noise, traffic, and parking impacts.

The use would not materially endanger the health, safety, and welfare of the community, and the stations, garages, and associated plazas have been designed to incorporate Crime Prevention through Environmental Design (CPTED) techniques. Increased auto and bus traffic is accounted for in the station design. Landscape and physical delineation would be used to help separate vehicle space from pedestrian environments for greater safety, and screening material on the lowest level of the garages would allow visibility into the garages. Alcoves, blind corners, and dead-end corridors have been avoided through the design process. Landscaping would ensure clear site lines at all intersections, access points, and pedestrian plazas. The design also includes egress stairs, emergency phones, safety signage, fire alarms, fences, walls, and other barriers to reduce inadvertent access to the light-rail tracks. Audible alarm systems and warning devices would also be used at each station. Noise and vibration impacts on adjacent communities, as well as impacts from construction noise, would be addressed, and appropriate mitigation measures would be employed. The proposal would not materially endanger the health, safety, and welfare of the community. Sound Transit would provide Link Light Rail Emergency Responder training to Shoreline Fire Department personnel and prepare maintenance-of-traffic or traffic-control plans to address pedestrian safety and vehicular movement at school crosswalks during school zone hours.

Chapter 20.60 SMC ensures that adequate provisions of public facilities and services are maintained as new development occurs and costs are fairly allocated. The Ronald Wastewater District, North City Water District, Shoreline Fire Department, and other City departments reviewed the proposal and determined that, with conditions, adequate

wastewater disposal, water supply, fire protection services, and adequate streets and access are provided for the proposal.

Pedestrian and vehicular traffic associated with the project would not be hazardous or conflict with existing and anticipated traffic in the neighborhood. Although the stations would increase pedestrian and vehicular traffic in the vicinity of the stations, the LLE project would (overall) relieve traffic congestion throughout the region, including within Shoreline. Traffic impacts were addressed through the SEPA process, and Sound Transit would mitigate traffic as required by the FTA ROD.

Public facilities and services were evaluated through the SEPA process. No adverse impacts on public facilities, including parks and recreational facilities, transit service, libraries, school districts, emergency services, or fire protection, were identified. Upgrades to available utilities are necessary, and Sound Transit would work with Seattle City Light and other service providers to ensure such upgrades occur.

The location, size, and height of the LLE and associated infrastructure would not hinder or discourage the appropriate development or use of neighboring properties. All buildings, structures, walls, fences, and landscaping would meet the City's code requirements, where possible. Otherwise, Sound Transit has collaborated with the City to identify appropriate modifications or departures that would ensure that development or use of nearby properties is not hindered.

The proposal is a result of a collaborative effort with the City and, as such, would not conflict with the basic purpose of the City's Unified Development Code. The special use would not conflict with the requirements of the City's critical areas regulations or the City's Shoreline Master Program (SMP). Sound Transit has already received three CASUPs for the proposal addressing (and mitigating for) impacts to critical areas, and it would obtain floodplain development permits and construction permits, as necessary, prior to construction. In 2015 and 2016, the City adopted two subarea plans specifically addressing the two proposed stations. The proposal would promote the development of properties in these subareas at a level envisioned by the City's zoning code. The purpose of the Title 20 SMC (the Unified Development Code) is to ensure a vibrant, healthy, and safe community is formed through high-quality and environmentally sustainable development. The proposal would lessen congestion and provide a transit corridor for transit-oriented development consistent with this basic purpose. Moreover, the proposal would be consistent with the applicable goals and policies of the City's Comprehensive Plan.

Conditions unique to the proposal and those required of all development permits are necessary to ensure development meets all requirements of the municipal code and the

City's other development standards and to ensure that all concerns raised by reviewing departments and agencies have been adequately addressed. *Findings 1 – 94.*

2. **With conditions, the proposal would comply with the requirements for a light rail transit system/facility under SMC 20.30.330.C.** The American Public Transportation Association awarded Sound Transit “Platinum” signatory status level for its commitment to sustainability, and this commitment would continue throughout the LLE project. The LLE project is a key component to providing a sustainable alternative to single-occupancy vehicle travel throughout the city and region. All stations would be built to the highest energy efficiency standard, are independently commissioned, provide significant alternative transportation access, rely on recycled and low-emitting materials, and incorporate LID management techniques whenever feasible. Sound Transit’s own standards require all stations to align to the Seattle Energy Code, one of the most progressive in the country. Through efficient building design strategies, occupancy sensors, daylight photocell sensors, and LED lighting, it is anticipated that the energy use index of the proposed stations would be significantly lower than national averages for transit facilities.

The garages are designed for future compatibility with solar panel systems along the south or west facades and to allow for future installation of electric vehicle charging stations. Sustainable architectural and site-design features would be incorporated throughout, and building materials that pose significant environmental threats would be avoided. Bicycle facilities and carpool spaces encourage low-carbon commuting and would be available at the stations. Proposed landscaping would be native and/or adaptable to the region and would be supported by a temporary, water-efficient irrigation system that could be abandoned once landscaping is established. Over the course of construction, Sound Transit would require that a minimum of 80 percent of total, non-hazardous waste produced as a byproduct of construction be diverted from landfills.

The proposal would include a number of equitable features to make the facility accessible to all riders. For instance, the facilities would employ universal design principles and would be compliant with ADA requirements. Safety devices would be provided to accommodate visually impaired customers, and tactile wayfinding provisions would be provided to assist people with vision impairments.

Sound Transit completed an FEIS for the proposal, and efforts would be made to avoid impacts to city infrastructure or to mitigate for unavoidable impacts. Sound Transit would implement all required mitigation measures, from the FEIS and the RODs, which were produced during SEPA review.

Sound Transit designed the proposal to ensure that it would comply with the City’s Guiding Principles and, through an iterative, collaborative process, Sound Transit and the

City have ensured that the proposal will comply with these principles, as required by the Comprehensive Plan. City staff reviewed the proposal for compliance with the specific criteria for light rail facilities under SMC 20.30.330.C, including compliance with the promulgated Guiding Principles, and generally concurred with Sound Transit's assessment. The Hearing Examiner concurs with City staff's assessment.

As noted above in Conclusion 1, conditions unique to the proposal and those required of all development permits are necessary to ensure development meets all requirements of the municipal code and the City's other development standards and to ensure that all concerns raised by reviewing departments and agencies have been adequately addressed. *Findings 6, 17 – 94.*

3. **The Applicant has demonstrated compliance with the requirements of SMC 20.40.438.B and C to receive four code modifications.** Sound Transit requested four modifications to requirements of the municipal code. City staff reviewed these modification requests and determined that, with conditions, the requests would warrant approval. The Hearing Examiner concurs with the City's assessment. *Findings 67 – 71.*
4. **The Applicant has demonstrated compliance with the requirements of SMC 20.30.290 to receive seven deviations from engineering standards.** Sound Transit requested seven modifications to requirements of the City's engineering standards. City staff reviewed the requested deviations and determined that, with conditions, the requests would warrant approval. The Hearing Examiner concurs with the City's assessment. *Findings 72 – 79.*
5. **The Applicant has met the requirements under SMC 20.30.297.A for four departures from design standards.** Sound Transit requested four departures from the City's design standards. City staff reviewed the requested departures and determined that, with conditions, the requests would warrant approval. The Hearing Examiner concurs with the City's assessment. *Findings 80 – 84.*
6. **The special use permit shall vest for a period of 5 years from the date of this decision.** Under SMC 20.30.330.D, a special use permit may be vested for a period of up to five years from the date of Hearing Examiner approval. Sound Transit has requested that this vesting provision apply and City staff recommends that the project vest for a 5-year period from the date of approval. The Hearing Examiner concurs with the assessment of both parties and concludes that the permit shall vest for a 5-year period from the date this decision is issued. *Finding 85.*

## **DECISION**

Based upon the preceding findings and conclusions, the request for a special use permit to construct approximately 3.2 miles of the Lynnwood Link Extension Project regional light rail

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transit system and facilities, designated an essential public facility, including two light rail stations, two parking garages, light rail guideway, related systems equipment, and associated infrastructure relocations and improvements within the city of Shoreline, between NE 145th Street and NE 205th Street, is **APPROVED**, with the following conditions:

**A. Neighborhood Compatibility**

1. Sound Transit shall, consistent with FTA ROD Mitigation Commitment 4.5-A (Exhibit 7, pp. B-6 to B-7), provide landscape screens as visual buffers between the light rail facilities and residential zones or development up to twenty (20) feet wide as required by SMC 20.50.490, except in locations where Code Modification No. 3, described in Section II(C) of this staff report, is applicable. Approval of Code Modification No. 3 is granted, contingent on:
  - a. Exact locations where Code Modification No. 3 applies shall be generally consistent with locations described in Section II(C), and shall be confirmed in the respective Sound Transit site development permit applications for the Project for review and approval by the City; AND
  - b. Sound Transit shall, in consultation with the City and King Conservation District, finalize and execute an intergovernmental agreement (Partnership Agreement) with a scope of work and funding requirement in an amount not to exceed Two Hundred Fifty Thousand, Nine Hundred and Fifty-Two Dollars (\$250,952). The Partnership Agreement shall be substantially the same as the *DRAFT – April 9, 2019, Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership* attached as Exhibit 27 and executed by Sound Transit and the participating parties no later than August 31, 2019, unless the City agrees to extend this deadline; OR
  - c. In the event that a Partnership Agreement is not executed by the deadline referenced above, Sound Transit shall execute an agreement with the City and provide funding not to exceed Two Hundred Fifty Thousand Nine Hundred Fifty-Two Dollars (\$250,952) directly to the City for the same or equivalent scope of work to meet the intent of the City's code for landscape screen requirements no later than January 1, 2020. The payment will be used for planting of the same quantity of trees and understory vegetation, as originally proposed in the Partnership Agreement (Exhibit 27) or alternate scope of landscape enhancement related work as mutually agreed to by the City and Sound Transit, within one quarter mile of the Project Corridor within the City.
2. If adjacent properties redevelop during or after construction of the Project, Sound Transit should work collaboratively with the developers to facilitate non-motorized connections between the station sites and adjacent Transit Oriented Development. If such collaboration results in removal of visual screening or noise walls, then Sound Transit is permitted to do so.

3. Approval is granted for the four (4) design departures to the standards listed and described in Section II(E) of this staff report. These departures are found to meet the criteria under SMC 20.30.297 by meeting the Commercial Design Standards purposes listed in SMC 20.50.240.A for Site Design and SMC 20.50.250.A for Building Design.
  - a. SMC 20.50.240.C.1.d: Site Frontage  
Minimum required window area at the Shoreline North/185<sup>th</sup> Station and Garage ground floor façades shall be 35 percent minimum for the station and zero percent for the garage facing NE 185<sup>th</sup> Street.
  - b. SMC 20.50.240.D.1: Corner Sites  
Type II landscaping shall be provided with 20 feet of depth on average for the length of the Shoreline South/145<sup>th</sup> Garage building façade adjacent to 5<sup>th</sup> Avenue NE and the I-5 onramp.
  - c. SMC 20.50.240.H.1: Outdoor Lighting  
Sound Transit may use the DCM (Table 21-3) required lighting level in place of the light levels required in SMC 20.50.240.H.1.b. and .c so long as the standards in 20.50.240.H for pole heights and shielding to protect neighboring properties are met.
  - d. SMC 20.50.250.B.8: Building Articulation – Materials  
Sound Transit may install metal siding or metal perforated screening extending as low as six (6) inches above grade at the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations and Garages.

**B. Noise**

1. Construction Noise:
  - a. The Construction Noise and Vibration Mitigation and Monitoring Plan prepared for the Project shall be subject to City review and approval with the Master Site Development and ROW Use Permits main package revisions. The plan shall be provided to the City at least 30 days prior to initiating main package construction activities. The plan shall include regular reporting on monitoring to the City during construction.
  - b. Temporary noise barrier materials shall comply with the minimum density standard of four (4) pounds per square foot.
  - c. Nighttime construction work outside the limits of weekday and/or weekend hours in SMC 9.05.040 shall be subject to application for variance pursuant to SMC 9.05.080.
  - d. Noise abatement measures (including temporary noise barriers) shall be monitored weekly during construction, and any damage or issues with the noise abatement measures shall be repaired or rectified within three days of identifying the issue, to ensure that such measures are installed and maintained to specifications. Complaints regarding noise abatement

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measures provided to residents for use inside their homes shall be addressed through the public engagement process and do not require regular monitoring by Sound Transit.

- e. In locations where existing noise walls will be removed and other areas along the Project Corridor where identified in the Construction Noise Report (Exhibit 2, Attachment X), Sound Transit shall install temporary noise barriers shall be installed to provide mitigation of highway and/or proximate construction noise until proposed walls are constructed consistent with Mitigation Commitments 4.7-D and 4.7-E in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-9 to B-10). Replacement walls shall be constructed as soon as possible, and no later than prior to start of light rail guideway systems testing (prior to trains running on tracks).
- f. Sound Transit shall comply with SMC 9.05 Noise control for all construction staging sites for the Project and shall, as part of the construction Noise and Vibration Control Plan(s), submit proposal(s) for assessing, and if needed, mitigating noise from offsite staging areas for City approval and acceptance under the required site development permit(s). The proposal(s) shall include the following:
  - 1) Processes for documenting ambient noise levels prior to start of construction staging use and changes in noise levels at adjacent properties after construction staging use begins;
  - 2) Process for assessing subsequent changes in the construction staging noise levels due to new or different construction staging activities occurring in the staging area that are expected to increase noise levels or when complaints are received by the City or Sound Transit staff;
  - 3) Threshold of change in noise levels, above which noise mitigation measures would be implemented; and
  - 4) Proposed mitigation measures consistent with FTA ROD Mitigation Commitment 4.7E (Exhibit 7) to be used if the agreed noise threshold is exceeded.

2. Operational Noise:

Sound Transit shall mitigate for operational noise impacts from the Project consistent with the recommendations in the final Noise, Vibration, and Groundborne Noise Reports for the Project and consistent with Mitigation Commitments 4.7-A in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-8), which provides for measures such as walls, acoustic panels, lubrication ready track design, acoustical treatment of service area rooms and the underside of platform canopies, and residential sound insulation improvements to individual residences.

3. Public Engagement:
  - a. Sound Transit, prior to start of construction, shall notify the public of the noise-complaint process and shall provide public notification procedures to the City for review and approval.
  - b. Any noise complaints received by Sound Transit shall be provided to the City including regular summary of any complaints received and resolutions.
  - c. Sound Transit shall offer a Noise Mitigation Package to the residents of properties identified in the final Construction Noise, Vibration and Groundborne Noise Reports for the Project as expected to experience an increase of 6dBA or greater during construction, even with temporary noise barriers installed, as proposed in the final LLE Construction Outreach Plan (Exhibit 2, Attachment FF, Appendix 2, pp. 7-8).

**C. Multimodal Transportation**

1. Sound Transit shall complete and submit construction management plans including Maintenance of Traffic (MOT) Plan(s) and Traffic Control Plans (TCP), for City review and approval through applicable construction permits, that assess and mitigate for construction impacts to traffic on both arterial and local streets consistent with Mitigation Commitments 3-M, 3-N, and 3-Q, in the 2015 FTA ROD Mitigation Plan (Exhibit 7, p. B-4 to B-5) and SMC 20.40.438.E.2 and include the following:
  - a. In coordination with the City, determine the scope and study parameters for the evaluation of light rail construction impacts to traffic on arterial and local streets where traffic impacts during construction are anticipated. The scope shall include potential mitigation actions to address specific traffic impacts;
  - b. Complete a baseline traffic survey documenting preconstruction traffic on streets within approximately ¼ mile of the station sites and areas of construction impact to City ROW along the corridor. Submit a report of the baseline survey to the City prior to the issuance of ROW main package construction permits;
  - c. Specify, in the construction management plan, the process for identifying, resolving, and escalating traffic safety impacts through study and coordination with the City on mutually agreeable and efficient mitigation actions that generally meet the intent of the City's Neighborhood Traffic Safety Program and are consistent with Sound Transit's ROD Mitigation Commitments. In the event a proposed mitigation measure does not adequately address a specific issue in a given location, the City and Sound Transit shall reconvene to determine a secondary mitigation approach. Sound Transit shall implement the second traffic mitigation measure, after

- which the City will be responsible for any subsequent replacement, modification and maintenance for that specific issue and location;
- d. In cases where Sound Transit and the City identify persistent arterial level of service failures in accordance with SMC 20.60.140.A, Sound Transit and the City will mutually agree on additional measures to be submitted by Sound Transit for review and approval under applicable construction permits and then implemented by Sound Transit to mitigate the failures; and
  - e. Public outreach for the traffic impact study and construction mitigation of any identified traffic impacts shall be generally consistent with Sound Transit's existing community outreach program. The outreach shall ensure advanced notification is provided before construction activities begin and create a venue for Shoreline residents to discuss construction impacts and issues.

The City will be responsible for maintaining any traffic controls that remain in City ROW after completion of Project construction.

- 2. Sound Transit shall include, in the required Maintenance of Traffic (MOT) Plan(s) and Traffic Control Plans (TCP) for the Project, methods to address pedestrian safety and vehicular movement at school crosswalks, especially adjacent to North City Elementary School (816 NE 190th Street) and Cascade K-8 School/Aldercrest Elementary (2800 NE 200th Street), during school zone hours. Sound Transit shall coordinate with Shoreline School District to identify the school crosswalks that may be impacted by construction and haul routes on local streets and to determine where flaggers or other traffic control measures should be implemented. MOT Plans or TCPs containing these methods shall be submitted for City review under the relevant ROW Permits.
- 3. Sound Transit shall coordinate with other public agency capital projects and development projects near the Project Corridor, providing other construction projects reasonable use of the ROW to the maximum extent feasible and to the satisfaction of the City consistent with FTA ROD Mitigation Commitment 4.3-B (Exhibit 7, p. B-6). Conversely these projects should expect that they will also be conditioned to coordinate their ROW use with Sound Transit and the City.
- 4. Sound Transit shall develop a construction haul route plan that minimizes use of local residential streets for haul routes. The construction haul route plan shall be submitted with the Master Right-of-Way Use permit application.
- 5. Sound Transit shall provide funding for multimodal access improvements for both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Station Subareas as set forth in Section III in the Funding Agreement (Exhibit 2, Attachment H, p.p. 4-6), and

in Table 1 of the *Multimodal Access Assessment and Mitigation Plan* (Exhibit 2, Attachment O, pp. 2-3).

6. Sound Transit shall design, construct, and dedicate ROW for segments of multi-modal frontage improvements in locations cooperatively identified by the City and Sound Transit pursuant to the Funding Agreement (Exhibit 2, Attachment H) and the Street Ends and Balance Sheet Letter of Concurrence (Balance Sheet LOC) dated March 18, 2019 (Exhibit 17). Sound Transit shall complete construction in such a manner so as not to preclude the City's future Trail Along the Rail project. In order to facilitate the cooperatively identified non-standard frontage improvements the following additional decision approvals are necessary:
  - a. Code Modification No. 4 allowing for frontage improvements consisting of only ROW dedication in the locations agreed upon in the Balance Sheet LOC is approved to support future City construction of multi-modal facilities in locations where the Project is not increasing local non-motorized traffic.
  - b. Engineering Deviations Nos. 4, 5, and 6 are also approved with conditions to facilitate construction of non-standard shared-use path and shared-use sidewalk frontage improvement segments in areas constrained by site specific conditions and within existing ROW to reduce acquisition impacts to properties adjacent to the Project. See subsection D. Public Facilities and Services for the conditions applicable to these engineering deviations.
7. Project multi-modal improvement elements of the Project to be designed and constructed by Sound Transit shall comply with National (American Association of State Highway and Transportation Officials (AASHTO) and the Manual on Uniform Traffic Control Devices (MUTCD)) standards and City standards (EDM and Standard Details).
8. Sound Transit shall pay the final invoiced cost directly to King County for the Traffic Signal Modifications at the intersection of N 185<sup>th</sup> Street and Meridian Avenue North consistent with FTA ROD Mitigation Commitment 3-B (Exhibit 7, p. B-2) and with the scope and cost estimate for this work (Exhibit 2, Attachment Q).
9. Sound Transit shall complete restriping of N 185<sup>th</sup> Street between 1<sup>st</sup> Avenue NE and connecting to restriping required on the I-5 overpass for the Project to provide the required two-way left turn lane or refuge area consistent with FTA ROD Mitigation Commitment 3-B (Exhibit 7, p. B-2) and generally consistent with (Exhibit 2, Attachment P).
10. Sound Transit shall complete and implement a Traffic Mitigation Study and Plan for the first year of revenue service to identify and mitigate for post construction

impacts to traffic on both arterial and local streets within approximately ¼ mile of the station sites consistent with ROD Mitigation Commitment 3-D (Exhibit 7, p. B-2 to B-3) and include the following:

- a. Prior to issuance of the Stations' Certificates of Occupancy in coordination with the City, determine the scope, timing, public outreach approach, escalation process, and study parameters for the evaluation and mitigation of traffic impacts. The study and mitigation plan will focus on arterial and local streets within approximately ¼ mile of both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Station sites and address impacts from cut-through traffic or pick-up and drop off in areas not designated for this use;
- b. A pre-revenue service baseline traffic survey documenting pre-service traffic on streets near both station sites for measuring against post-revenue service traffic conditions and provide a report to the City prior to the first day of revenue service.
- c. A traffic survey or surveys within the same study area approximately three to six months after the first day of revenue service to verify public feedback and compare the results with the pre-revenue service baseline.
- d. A Traffic Mitigation Plan to the City that identifies potential mitigation actions to address specific traffic impacts and, specifies the process for identifying and resolving traffic safety impacts within one year following the first day of revenue service, in coordination with the City, through mitigation actions that generally meet the intent of the City's Neighborhood Traffic Safety Program and are consistent with Sound Transit's mitigation actions; and
- e. In cases where Sound Transit and the City identify persistent safety issues due to patron pick-up and drop off in undesignated locations, Sound Transit and the City will mutually agree on additional measures which Sound Transit shall submit to the City for review and approval under applicable permits and then implemented by Sound Transit to mitigate the issues.

The City will be responsible for maintaining traffic controls that are installed in City ROW to mitigate for traffic impacts after the start of revenue service.

11. Pursuant to FTA ROD Mitigation Commitments 3-O (Exhibit 7, p. B-5), Sound Transit shall minimize the number and duration of temporary pedestrian or multi-use path or bridge closures and reroutes associated with construction of the LLE Project; when closures are unavoidable, Sound Transit shall coordinate with the City to develop detours and to provide advanced public information and signed detour routes to allow for continued connections.

**D. Public Facilities and Services**

1. Pursuant to Chapter 20.60 SMC, Sound Transit shall comply with the following public facilities and services requirements for the LLE Project prior to issuance of the Stations' Certificates of Occupancy: sewer/wastewater disposal, public water supply, fire protection services, surface water and stormwater management, streets, and vehicular and pedestrian access.
2. All connections for the provision of sewer/wastewater and water within the City's ROW shall be made in accordance with the applicable standards set forth in the 2016 EDM or the 2019 EDM, depending on permit vesting dates.
3. Sound Transit shall relocate and improve sanitary sewer system infrastructure consistent with the Wastewater Agreement (Exhibit 14), or as amended.
4. Prior to discharging into the Ronald Wastewater District (RWD) sanitary sewer system, Sound Transit shall obtain an RWD Industrial Discharge Permit. Approval of this permit will require an approved Industrial Discharge Permit issued by either the King County Wastewater Treatment Division – Industrial Waste Program or the City of Edmonds Wastewater Treatment Plant Division. Sound Transit shall comply with applicable code requirements and conditions of the issued permits.
5. Prior to discharging into the RWD sanitary sewer system, Sound Transit shall construct, and convey to RWD, a manhole structure (access point and connecting pipe), if such an approved structure is not already existing, pursuant to the applicable specifications set forth in the RWD Developer Extension Project Manual, Version R1-23-2014 (2014 DEPM). Sound Transit shall execute a Contract for Developer Extension with RWD for construction of the manhole structure or obtain any other required approval or permit for this work from RWD.
6. Future stub-outs for single family residential water and sanitary sewer service connections shall be retained or reinstalled by Sound Transit for all single-family residential zoned (R-6) parcels identified by Sound Transit as potential surplus parcels, including the following parcels as identified on Exhibit 2, Attachment I, Drawing Nos. L85-eRPP125 and -eRPP128:
  - a. LL-172 at the terminus of NE 156<sup>th</sup> Street (maintain or replace stub-outs for existing parcel);
  - b. LL-182 at the terminus of NE 163<sup>rd</sup> Street (maintain or replace stub-outs for existing parcel); and
  - c. During construction, if additional potential, individual and non-contiguous surplus properties are identified in areas zoned R-6, Sound Transit shall

maintain or provide water and sanitary sewer utility stub-out service connections to the property lines.

7. Pursuant to the Uniform Plumbing Code and Uniform Plumbing Code Standards, as adopted by SMC 15.05.010.F, Sound Transit shall install backflow preventers at all public water service connections.
8. Sound Transit shall secure all necessary permits or authorizations from NCWD and comply with all terms and conditions set forth therein and in the *Utility Relocation and Water Extension Agreement* (Water Agreement), entered into between the North City Water District (NCWD) and Sound Transit dated May 1, 2017 (Exhibit 15), or as amended, prior to issuance of the Stations' Certificates of Occupancy. Consistent with Section 5 of the Water Agreement and to provide adequate public water service to the Project, Sound Transit shall provide the following water system modifications and improvements or comparable alternative improvements, as required and approved by NCWD.
  - a. Install a tee on the SPU water main within the 5<sup>th</sup> Avenue NE right-of-way near the existing inactive NCWD connection, identified to be removed by ST, for a future NCWD connection.
  - b. Shoreline South/145<sup>th</sup> Station:
    - 1) Removal of existing water meters, as identified in NCWD approved plans;
    - 2) Installation of an eight-inch water main loop and appurtenances through the Shoreline South/145<sup>th</sup> Station Site with four (4) air relief valves located west of 5<sup>th</sup> Avenue NE at the high points of the new main. Valves shall be added adjacent to these services in locations that will support uninterrupted water services to the station will during future maintenance work. New stormwater lines shall be installed both above and below the proposed new water main.
  - c. Within the relocated 1<sup>st</sup> Avenue NE ROW from just south of NE 159<sup>th</sup> to NE 161<sup>st</sup> Streets: Installation of a new eight-inch water main and associated appurtenances, with an air release valve installed at the high point of the main, at the connection with the existing main on NE 161<sup>st</sup> Street. This work shall be done as part of the Early Work phase and avoid conflicts with other underground utilities that would necessitate bends in the water main.
  - d. Within the relocated 1<sup>st</sup> Avenue NE ROW from NE 170<sup>th</sup> Street to NE 174<sup>th</sup> Street: Installation of a new eight-inch water main and appurtenances. This work shall be done as part of the Early Work phase at depths that will avoid conflicts with other underground utilities that would necessitate bends in the water main.

- e. From NE 175<sup>th</sup> Street north to Shoreline North/185<sup>th</sup> Station:
    - 1) Removal of existing water meters, as identified in NCWD approved plans.
    - 2) Installation of a new water main beginning north of NE 180<sup>th</sup> Street on 5<sup>th</sup> Avenue NE, extending north to NE 185<sup>th</sup> Street. The final length of water main extending into NE 185<sup>th</sup> Street shall be at zero-percent slope so that an air valve at the high point of the line can be installed at the eastern boundary of 5<sup>th</sup> Avenue NE.
  - f. Shoreline North/185<sup>th</sup> Station:
    - 1) Installation of a water main along the southern boundary of the Shoreline North/185<sup>th</sup> Station within the NE 185<sup>th</sup> Street ROW from the intersection with 8<sup>th</sup> Avenue NE and the western boundary of the Station near the freeway (I-5).
    - 2) Relocation of an existing air valve on an existing water main southeast of the NE 185<sup>th</sup> Street and 8<sup>th</sup> Avenue NE intersection to avoid the new roundabout at this intersection.
    - 3) Installation of a new water main within the 8<sup>th</sup> Avenue NE ROW in front of the Shoreline North/185<sup>th</sup> Station.
    - 4) Installation of two new water services and a fire water line to the Station at two locations connecting to the new main on 8<sup>th</sup> Avenue NE.
    - 5) Location of the new stormwater lines both above and below the proposed water main with the required minimum clearance in accordance with NCWD standards.
  - g. NE 195<sup>th</sup> Street: Installation of a new eight-inch water main and appurtenances from the light rail line east to NCWD's main near 10<sup>th</sup> Avenue NE as part of the L200 phase. This main shall remain in service during construction and crews shall make the final connection to the water system.
  - h. NE 200<sup>th</sup> Street: Removal and/or relocation of the existing water services along NE 200<sup>th</sup> Street as part of the L200 phase. These services shall meet current NCWD standards.
  - i. NE 205<sup>th</sup> Street and I-5 Intersection: Installation of a new fire hydrant and irrigation service as part of the L300 phase.
9. Sound Transit shall provide fire flow and water systems improvements for the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Parking Garages, as determined by the North City Water District based on International Fire Code (IFC) Appendix B, as amended by the City, and per the fire flow availability analyses in Fire Flow Availability Certificate Nos. 1520A and 1520E (Exhibit 2, Attachment S), as follows:

- a. Shoreline South/145<sup>th</sup> Parking Garage: For the proposed Type IB building, the required fire flow is 2,125 gallons per minute (gpm), for a 2-hour duration at a minimum residual pressure of 20 pounds per square inch (psi). To provide this required fire flow, Sound Transit shall provide a pipe loop to the existing 10-inch pipe located in 5<sup>th</sup> Avenue NE connecting to either an 8-inch or 12-inch diameter pipe.
  - b. Shoreline North/185<sup>th</sup> Parking Garage: For the proposed Type IIB (sprinklered) building, the required fire flow is 4,000 gpm, for a 2-hour duration at a minimum residual pressure of 20 psi. The available fire flow to this site is 4,600 gpm at residual pressure of 20 psi, with no system improvements needed to provide required fire flow.
10. Sound Transit shall provide standpipe valves with a fire flow of 500 gpm, at a maximum of 200 psi.
11. Sound Transit shall locate Fire Department Connections (FDC) within 75 feet of a fire hydrant and not across arterial streets. The proposed location of new fire hydrants and FDCs shall be as shown in the July 30, 2018, Letter of Concurrence: AE 0010-15 LOC 14SL (Exhibit 29). Final fire hydrant and FDC locations shall be approved by the Shoreline Fire Department via construction permit review.
12. Based on the current fire flow analyses as described in the flow availability certificates (Exhibit 2, Attachment S), Sound Transit shall upsize Hydrant B2-12 at 822 NE 195<sup>th</sup> Street and the associated water main to NCWD minimum required design standards to provide required fire flow. Additional fire hydrant and water main upgrades may be required by the Shoreline Fire Department and NCWD based on final fire flow analyses.
13. Sound Transit shall provide onsite fire hydrants and mains for the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations as required by the Shoreline Fire Department consistent with IFC 507 and SMC 15.05.050.T.1.
14. Sound Transit shall utilize automatic fire suppression at both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations, as a means of protecting emergency wiring systems as provided in National Fire Protection Association (NFPA) 70, 2017 edition, and in addition to emergency wiring protection options found in NFPA 130 Section 12.4.4, 2014 and 2017 editions, as described in the August 1, 2018 Letter of Concurrence: AE 0010-15: LOC 09SL Automatic Fire Suppression System Protection for Station Emergency Wiring (Exhibit 30).
15. Sound Transit shall utilize an in-building fire Emergency Voice/Alarm Communication System (EVACS) within all areas of both the Shoreline

South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations, as required by NFPA 130 Chapter 5 Standard for Fixed Guideway and Passenger Rail Systems, International Building Code (IBC)/International Fire Code (IFC) Section 907.5.2.2, and NFPA 72 National Fire Alarm and Signaling Code 2016, Chapter 24, as described in the April 8, 2019 Letter of Concurrence: AE 0010-15 LOC 11SL PA System for Emergency Voice/Alarm Communications (Exhibit 31).

16. Sound Transit shall design the top deck for the Shoreline North/185<sup>th</sup> Parking Garage, where the Transit Center is located, to meet the American Association of State Highway and Transportation Officials (AASHTO) HS-20 load standard to support the weight of Shoreline Fire Department fire apparatuses that need to access the top deck to respond to an emergency.
17. Sound Transit shall provide an unobstructed, fire apparatus access road for every facility, building, or portion of a building constructed on both the Shoreline South/145<sup>th</sup> Station and Shoreline North/185<sup>th</sup> Station sites in compliance with IFC 503 Fire Apparatus Access Roads. Any proposed revision to these roads shall be submitted to, reviewed, and approved by the Shoreline Fire Department. Fire apparatus access roads shall comply with the following:
  - a. Unobstructed width of 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches shall be provided;
  - b. Shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all-weather driving capabilities;
  - c. Shall extend to within 200 feet of all portions of a facility and all portions of the exterior walls of the first story of a building as measured by an approved route around the exterior of the building or facility;
  - d. Dead end fire apparatus access roads exceeding 150 feet in length shall be provided with an approved turnaround, consistent with IFC Appendix D; and
  - e. Road shall be a 15% maximum grade unless approved by the Shoreline Fire Department.
18. Sound Transit shall provide a rolled curb at the 8<sup>th</sup> Avenue NE entry to the fire apparatus access road at the Shoreline North/185<sup>th</sup> Station.
19. Sound Transit shall provide key boxes approved by the Shoreline Fire Department, consistent with IFC 506 Key Boxes, for all restricted access facilities during construction and after construction of the Lynnwood Link Extension Project, for immediate access for life-saving or fire-fighting purposes. The operator of buildings or facilities shall immediately notify the Shoreline Fire Department and provide the new key when a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

20. Sound Transit shall provide primary and second emergency responder access points onto the Project guideway, pursuant to the July 30, 2018, Letter of Concurrence AE 0010-15 between Sound Transit and the Shoreline Fire Department (Exhibit 29).
21. All fire sprinkler systems provided for the Lynnwood Link Extension Project by Sound Transit shall comply with NFPA 13 standards, as amended.
22. In the fire control room for each station, Sound Transit shall provide a fire alarm control panel (FACP), FACP relay cabinet, private automatic branch exchange (PBX) and emergency telephone (ETEL) phones, traction power emergency trip station (ETS) switch, public address (PA) microphone, and counter for building maps, manuals, and reference information at both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations.
23. All emergency responder radio coverage at both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations and Garages shall meet IFC Section 510 Emergency Responder Radio Coverage, as amended.
24. Sound Transit shall provide Link Light Rail Emergency Responder training to Shoreline Fire Department personnel prior to the first day of revenue service for the Lynnwood Link Extension Project. The number of personnel and extent of the training to be provided shall be mutually determined with Shoreline Fire Department and at a minimum address the content of Sound Transit's Link Light Rail Emergency Responder Training Guide, most recent version.
25. Pursuant to FTA Rod Mitigation Commitment 4.14-A, Sound Transit shall coordinate with the Shoreline Fire Department during final design to avoid construction impacts to Station No. 65, and to define and implement measures to minimize impacts on response times and operations.
26. Sound Transit shall comply with all applicable provisions in SMC 13.10 Surface Water Utility and SMC 20.70.330 Surface Water Facilities, the Stormwater Management Manual for Western Washington published by Washington State Department of Ecology, henceforth referred to as "Stormwater Manual," the standards in the EDM including Standard Engineering Drawings, reference versions as adopted by the City.
27. Sound Transit shall record Declarations of Covenant, in form acceptable to the City, for all permanent surface water Best Management Practices to be constructed for the Project, per SMC 13.10.245 Operation and Maintenance and

EDM Section 4.9 Declaration of Covenant. The Declaration of Covenant shall be recorded, at Sound Transit's expense, with the King County Recorder's Office by December 31, 2023, and a copy of the recorded document returned to the City.

28. Sound Transit shall install all required utility replacements and improvements as agreed to with all utility agencies providing services to the Project Corridor, prior to issuance of final Certificates of Occupancy for the Stations.
29. Sound Transit shall install required or alternate frontage improvements as specified and agreed to in the Balance Sheet LOC (Exhibit 17) and consistent with approved engineering deviations and code modifications, except when the City issues an approved Right-of-Way Use permit for a non-Sound Transit related development project including frontage improvements that would overlap with improvement required of Sound Transit. If the ROW Use Permit for non-Sound Transit development is issued prior to construction of frontage improvements by Sound Transit, then the City will reevaluate the minimum frontage improvements required of Sound Transit and may revise or reduce the Project requirement for compatibility with permitted improvements required for other development projects on the same ROW as the Project.
30. Sound Transit's deviations request is granted, subject to the conditions set forth below, for Deviation Nos. 2, 3, 4, 5, 6, and 7 as described in Section II(D) of this staff report and consistent with the Balance Sheet LOC (Exhibit 17). The six (6) granted deviations are found to meet the criteria set forth in SMC 20.30.290, subject to the following conditions.
  - a. Deviation No. 2 - NE 185<sup>th</sup> Street/5<sup>th</sup> Avenue NE (East of I-5) Intersection deviation from *EDM 13.6 Intersection Grades* approved as proposed.
  - b. Deviation No. 3 - Horizontal Curves of 5<sup>th</sup> Avenue NE at NE 185<sup>th</sup> Street deviation from EDM 12.5. *Horizontal Curve Criteria – Table 13. Horizontal Curve Design* approved as proposed.
  - c. Deviation No. 4: Other Deviations in NE 185<sup>th</sup> Street Vicinity from EDM 7.7(A). *Frontage Improvements* approved with requirement that the design of the cross sections for the proposed 5<sup>th</sup> Avenue NE deviations is modified to include standard vertical concrete curb and gutter consistent with Standard Detail 312 Curbs.
  - d. Deviation No. 5 - Site Specific Cross Section Dimension Deviation from EDM 7.7(A). *Frontage Improvements* approved as proposed.
  - e. Deviation No. 6 - Alternate Dedication & Path in Lieu of Standard Facilities deviation from EDM 7.7(A). *Frontage Improvements, EDM 12.6 Street End, and EDM Appendix F Master Street Plan* approved with two conditions, as follows:

- 1) NE 161<sup>st</sup> Street end design shall include an 8-foot wide sidewalk on the north side of NE 161<sup>st</sup> Street connecting to the shared-use path.
  - 2) End of NE 189<sup>th</sup> Street design (Drawing No. L85-CRP142 and other related design drawings) shall include provision of street trees along the TPSS frontage on north side of NE 189<sup>th</sup> Street, and a connection from the shared-use path to the existing sidewalk on the south side of NE 189<sup>th</sup> Street to the east.
- f. Deviation No. 7 - Restoration of Two Existing Residential Driveways (Parcel LL200) deviation from *EDM 10.2. Access Provision, B. and C.* approved as proposed.
- For construction permit applications that will be deemed complete after February 28, 2019, therefore subject to the 2019 EDM, the City will review the correlating provision in the 2019 EDM and determine if the 2019 EDM resulted in a substantial change to the provision as set forth in the 2016 EDM. If there has been a substantial change that would result in the granted deviation being inconsistent with the 2019 EDM, then Sound Transit must submit a new deviation request to the City, consistent with SMC 20.30.290 and the ministerial decision process. Otherwise, Sound Transit shall be permitted to apply the granted deviations to construction permit applications deemed complete after February 28, 2019.
31. Except as provided in the Partnership Agreement referenced in Condition A.1.b, and c, Sound Transit shall, at its own cost and expense, maintain, monitor, and timely replace as necessary all required street trees for a minimum of three (3) years from the date of the City's acceptance of as-built drawings that indicate actual planted locations and quantities for the required ROW permit under which the street trees will be planted. No financial guarantee is required for the street tree maintenance and monitoring period consistent with RCW 35.21.470.
  32. Sound Transit shall, at its sole cost and expense, ensure the maintenance and operation of all ROW frontage improvements, ROW drainage facilities, and on-site drainage facilities for a period of at least two (2) years from the date of the City's acceptance of as-built drawings for such improvements or facilities for the required ROW permit under which the frontage improvements or drainage facilities were installed. No financial guarantees are required for the frontage improvement and drainage facilities maintenance and monitoring periods consistent with RCW 35.21.470.

33. Sound Transit construction trucks shall minimize and manage co-mingling with pedestrian, bus, and parent traffic to/from the Cascade K-8 School/Aldercrest Elementary and North City Elementary school sites during the start and end of the main school day via best practices such as traffic control measures or scheduling of work and consistent with FTA ROD Mitigation Commitment 3-M (Exhibit 7, p. B-4 to B-5), as follows:
  - a. Cascade K-8 School/Aldercrest Elementary: between 8:45 a.m. – 9:15 a.m. and 3:15 p.m. – 3:45 p.m.
  - b. North City Elementary: between 8:25 a.m. – 8:55 a.m. and 2:45 p.m. – 3:15 p.m.
34. Sound Transit shall minimize and manage noise disruption adjacent to Aldercrest Elementary and North City Elementary school sites during the main school day to the extent practicable via best practices or scheduling of work and consistent with FTA ROD Mitigation Commitment 4.7-E (Exhibit 7, p. B-9 to B-10), as follows:
  - a. Cascade K-8 School/Aldercrest Elementary: between 9:10 a.m. – 3:30 p.m.
  - b. North City Elementary: between 8:40 a.m. – 3:00 p.m.
  - c. Other school times available as needed, contact Marla Miller, Deputy Superintendent, Shoreline School District, for other school times.
35. Sound Transit shall communicate road/lane closures a minimum of 72 hours (3 days), or more, in advance to the Shoreline School District’s Transportation Department consistent with SMC 12.15.130 and FTA ROD Mitigation Commitment 4.14-C (Exhibit 7, p. B-13).
36. Sound Transit shall communicate haul routes in advance to the Shoreline School District’s Transportation Department consistent with SMC 20.50.340 and FTA ROD Mitigation Commitment 3-N and 4.14-C (Exhibit 7, p. B-5 and B-13).

## **E. City Parks**

1. Sound Transit shall maintain public access to Ridgecrest Park, excluding the active construction area, throughout the construction of the Project, including construction of the replacement parking lot and all details as outlined in the Ridgecrest Park 4(f) Letter of Concurrence (Exhibit 18) and consistent with FTA ROD Mitigation Commitment 4.17-A (Exhibit 7, pp. B-13 to B-14), and including the following:
  - a. The City right-of-way on NE 161<sup>st</sup> Street shall be used for temporary public parking until the replacement parking lot is completed; and

- b. Temporary on street parking on NE 161<sup>st</sup> Street shall be acceptable for park users during the duration of early work and replacement parking lot construction, an ADA compliant temporary pedestrian path shall be provided from the street into the park, and traffic control provided when vehicles are accessing the construction work area from NE 161<sup>st</sup> Street to reduce conflicts between pedestrians and vehicles at the temporary entrance to the park.
2. As part of the Ridgecrest Park mitigation for Project impacts to the park, Sound Transit shall replace impacted park infrastructure within the park, including, but not limited to, the park sign, drinking fountain, irrigation system, utility connections, and parking lot light.<sup>9</sup>
3. Sound Transit shall acquire the necessary permanent 10-foot utility easement, to be conveyed to SCL, across the full width of the Twin Ponds Park frontage on N 155<sup>th</sup> Street and financially compensate the City for the easement consistent with standard acquisition processes and requirements (Exhibit 19).
4. Pursuant to FTA ROD Mitigation Commitments 4.17-C, Sound Transit shall minimize the number and duration of temporary park trail closures and park access reroutes associated with construction of the Project; when closures are unavoidable, Sound Transit shall coordinate with the City regarding duration, develop detours, provide advanced public information, and signed detour routes to allow for continued connections.

**F. Trees**

1. Pursuant to SMC Chapter 20.50, Sound Transit shall provide a tree and landscape protection plan for all trees to be retained on-site or on adjoining property with the submittal of the Master Site Development Permit application. The tree and landscape protection plan shall meet the applicable tree protection standards in the Code. Pursuant to SMC 20.50.370, the tree protection plan shall show the tree retention locations, their size in DBH (diameter at breast height), whether the trees are conifers or deciduous, and indicate if the trees are being counted toward meeting the minimum 30 percent retention requirement per SMC 20.50.350.B.2.
2. Except as provided in the Partnership Agreement referenced in Condition A.1.b, and c, Sound Transit shall, at its sole cost and expense, maintain, monitor, timely replace as necessary all required replacement trees and landscape screening vegetation, consistent with the requirements of SMC 20.50.360, for a minimum of

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<sup>9</sup> Exhibit 18, Ridgecrest Park 4(f) Letter of Concurrence, dated March 8, 2018.

three (3) years from the date of the City's acceptance of as-built drawings that indicate actual planted locations and quantities for the required construction permit under which the trees and landscaping will be planted.

**G. Construction Coordination and Restoration**

1. Pursuant to FTA ROD Mitigation Commitment 4.14-C and 4.15-A, Sound Transit shall provide regular construction updates and notices of unanticipated circumstances that could affect service delivery to Shoreline School District, Shoreline Police Department and Shoreline Fire Department, King County Metro and Community Transit, the US Postal Service, utility service providers, and the City. Sound Transit shall also assist Shoreline School District officials in providing advance and ongoing notices to students and parents about construction activity near schools and affecting school bus routes.
2. Sound Transit may utilize the Aldercrest Annex property, owned by the Shoreline School District, as a materials and equipment staging area for the Project for up to five (5) years, and not beyond December 31, 2024, if approved by the School District and with a site development permit issued by the City prior to any preparation or use of the site for the Project.
3. Sound Transit shall, prior to the first day of revenue service or no more than 60 days following the last day of staging on each property, whichever is less, restore compacted soils and permanently stabilize all properties and ROW used for Project staging, consistent with the Stormwater Manual BMPs.
4. Sound Transit may utilize the Regional Utility Corridor property, owned by Seattle City Light, as a materials and equipment staging area for the Project for up to six (6) years, and not beyond December 31, 2024, if approved by Seattle City Light and with a site development permit issued by the City prior to any preparation or use of the site for the Project.

**H. Critical Areas**

1. Sound Transit shall comply with all applicable conditions of the Critical Areas Special Use Permits (CASUP) required for the Project. Sound Transit has obtained or applied for the following CASUPs for the Project to date:
  - a. Permit No. PLN18-0086 for the proposed Wetland Mitigation Project at Ronald Bog Park approved with conditions by the Hearing Examiner on December 11, 2018 (Exhibit 21).
  - b. Permit No. PLN18-0114 for proposed Project impacts within overlapping stream, wetland, and landslide hazard areas and buffers along McAleer Creek, was approved with conditions on January 4, 2019 (Exhibit 22).

- c. Permit No. PLN19-0019 for the Project proposed alterations in a very high-risk landslide hazard area in the vicinity of NE 200<sup>th</sup> Street, that cannot meet the design criteria in SMC 20.80.224(F) Design Criteria for Alteration of Very High-Risk Landslide Hazard Areas. The public hearing before the City's Hearing Examiner is scheduled for April 10, 2019. Issuance of the decision for CASUP application PLN19-0019 is required prior to start of any construction activity that would alter the identified Very High-Risk Landslide Area east of I-5 northbound off ramp in the vicinity of NE 200<sup>th</sup> Street.
2. Sound Transit shall comply with all applicable conditions of the FDPs required for the Project. Sound Transit has obtained or applied for the following FDPs for the Project to date:
  - a. Permit No. PLN18-0130 for the proposed Project work in the N 155<sup>th</sup> Street ROW within the Thornton Creek regulatory floodplain as approved November 27, 2018.
  - b. Permit No. PLN18-0131 for the proposed wetland mitigation project within the Thornton Creek regulatory floodplain in Ronald Bog Park as submitted on August 10, 2018. Issuance of the FDP (PLN18-0131) is required prior to approval and issuance of any construction permit for work that would alter the regulatory floodplain within Ronald Bog Park.
3. Sound Transit shall submit all required site development permit(s) demonstrating compliance with Title 20.80 and applicable CASUP or FDP permit conditions and receive approval and issuance of said permits from the City prior to commencing any work that would alter critical areas within the Project site(s).
4. If the Aldercrest Annex property is leased from the School District for construction staging use for the Project, Sound Transit shall provide protection of the critical areas and associated buffers located on or adjacent to the Aldercrest Annex property as approved through any required site development permit and consistent with any applicable provisions of SMC Chapter 20.80 Critical Areas.
5. Sound Transit, at its sole cost and expense, shall maintain and monitor the Ronald Bog Park Mitigation Site, consistent with the requirements of SMC 20.80.082, for a period of ten (10) years from the date of the City's acceptance of as-built drawings that indicate actual limits of new critical areas and buffers, and planted locations and quantities for the required site development permit for construction of this wetland mitigation site. Maintenance and monitoring of the mitigation site shall be completed consistent with mitigation plan in the Shoreline Critical Areas Report and Addendum (Exhibit 2, Attachment T and T.1) and annual monitoring reports submitted to the City.

6. Sound Transit, at its sole cost and expense, shall maintain and monitor all other restored wetland and wetland buffer areas, stream buffer areas, and geologic hazard areas within the Project Corridor, consistent with the requirements of SMC 20.80.082, for a minimum of five (5) years from the date of the City's acceptance of as-built drawings that indicate actual limits of new critical areas and buffers, and planted locations and quantities for the required site development permit under which the critical areas will be restored. Maintenance and Monitoring program(s) that address all these types of critical areas within the Project Corridor, shall be submitted for City review and acceptance with the required site development permit for each location.
7. Sound Transit shall, at its own expense, record with the King County Recorder a Notice to Title in a form acceptable to the City Attorney, on all properties acquired by Sound Transit for the Project containing a critical area or critical area buffer, consistent with SMC 20.80.100. A copy of the recorded document shall be provided to the City.

**I. Environmental Sustainability – Architecture and Site Design**

1. Sound Transit shall implement the sustainability measures as described on pages 54-59 in Section II(B)(1) of the SUP staff report.
2. Sound Transit shall design both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Parking Garages for future compatibility to accommodate a minimum 50 kilowatt (kW) solar panel system, based on current technology requirements, along the south or west garage facades including utilizing an Unistrut or equivalent hanger system to support panels and exposed/surface-mounted conduits for electrical wiring conveyance consistent with the approved ST Deviation No. LLE-021 from Sound Transit's Design Criteria Manual (Exhibit 2, Attachment R).
3. Sound Transit shall provide small-scale solar as part of the on-demand bike lockers located at both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations.
4. Sound Transit shall designate parking spaces, with signs, for car sharing programs within the parking facilities for both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations and shall coordinate with the City to determine the appropriate percentage of parking stalls for each Station to be designated for car sharing programs, prior to opening of revenue service for the Project.

5. Sound Transit shall design the structures and electrical systems at both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Parking Garages to allow future installation of a minimum of 15 (three percent of the approximately 500 parking spaces in each garage) electrical vehicle charging stations. When electrical vehicle charging is planned for installation at the parking garage(s), Sound Transit shall perform additional load calculations to determine power draw, dependent on the type and level of chargers chosen and ensure that the electrical system is designed to accommodate these future loads.
6. Sound Transit shall use recycled or non-potable water in construction of the Project: e.g. wheel wash, dust control, etc. where practicable, to ensure minimized use of potable water in the City.
7. Where soil quality, site conditions and schedule allow, Sound Transit shall reuse soil excavated from the Project area through site balancing of earthwork on site or within the Project or when financially feasible for City projects requiring fill and/or needing soil amendments. Sound Transit shall first coordinate with the City to identify potential City projects with reuse opportunities for any excavated soils that are either not suitable for the Project within Shoreline, or are in excess to required fill needs, before coordination with any Sound Transit internal projects not located within Shoreline.
8. Sound Transit shall provide interpretative signage at the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations to educate and promote public awareness of the sustainable design features used in the Project.
9. Sound Transit shall use paving materials with a Solar Reflectance Index (SRI) of 29 or higher for nonmotorized hardscape areas, in combination with shading of those areas at the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Stations to reduce the heat island effect. At a minimum, the landscaping for each station shall be designed and installed to achieve shading, within five (5) years installation, as follows:
  - a. Shoreline South/145<sup>th</sup> Station: 47.6 percent shading
  - b. Shoreline North/185<sup>th</sup> Station: 7.0 percent shading

**J. Parking**

1. Sound Transit shall evaluate and implement mitigations to discourage “spillover” or “hide-and-ride” parking (i.e. parking on local streets by transit patrons) near both the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Station Areas consistent with ROD Mitigation Commitment 3-F (Exhibit 7, p. B-3) and SMC 20.40.438(E)(2) and include the following:

- a. At least six months prior to the first day of revenue service, in coordination with the City, determine the scope and study parameters for the evaluation of parking availability and use in the vicinity of both stations and determine mutually agreed upon threshold(s) at which mitigation actions are necessary;
- b. Conduct a baseline study of on-street parking availability and use within ¼ mile radius around each station and provide a report to the City prior to the first day of revenue service;
- c. Conduct a study to determine the change in parking conditions from the results of the baseline study and provide a report to the City within three months following the first day of revenue service; and
- d. Implement or provide funding to the City for all appropriate parking controls, which may include signs, labor, and all related parking restriction development, installation, and associated program management and permit costs for the first year of controls.

The City will be responsible for monitoring, enforcing, and maintaining the parking controls.

2. Approval of Code Modification No. 1 is partially granted for standard stall dimensions, contingent on:
  - a. All standard parking stalls shall be a minimum of 8.5 feet wide and 18 feet long;
  - b. Structural encroachments into the minimum parking stall area shall not exceed the encroachment allowed by SMC 20.50.410(F); and
  - c. All stalls that do not meet these standard minimum dimensions or will have structure encroachments greater than allowed shall be marked as compact, counted towards the maximum allowed number of compact stalls consistent with SMC Table 20.50.410(F), and wheel-stops or surface paint lines shall be used to visually indicate the dimensional limitations of compact parking stalls.
3. Sound Transit staff and the Contractor's employees and subcontractors for the Project shall not park personal or privately-owned vehicles in City ROW, except as minimally necessary for the construction of the Project.
4. Consistent with FTA ROD Mitigation Commitment 3-H (Exhibit 7, p. B-3) Sound Transit shall mitigate for the temporary loss of 68 parking spaces at the North Jackson Park & Ride (Shoreline South/145<sup>th</sup> Station site). Sound Transit leased existing parking lots at the adjacent Shoreline Unitarian Universalist Church and the Philippi Presbyterian Church of Seattle on 1<sup>st</sup> Avenue NE and N 148<sup>th</sup> Street, west side of I-5, as the interim location for park and ride for transit service customers during the four- to five-year construction period as its mitigation for

the temporary loss of parking. Sound Transit shall provide and maintain the following, consistent with the North Jackson Park & Ride Letter of Concurrence between Sound Transit and King County Metro (Exhibit 16):

- a. A minimum of 68 parking spaces at the temporary park and ride;
  - b. Signage and shoulder striping, as completed under Permit No. ROW19-0597, to delineate a clear walkway on the shoulder of the east side of 1<sup>st</sup> Avenue NE, extending from the end of the existing sidewalk along the Shoreline Unitarian Universalist Church frontage to N 145<sup>th</sup> Street (Exhibit 2, Attachment I, Book 1 of 2, Drawing Nos. L85-eCMP201 and eCMP202) to provide a safe walking route to and from the two (2) existing King County Metro transit stops on N 145<sup>th</sup> Street prior to closure of the North Jackson Park & Ride (Exhibit 16); and
  - c. Sound Transit shall not close the temporary park and ride at the Shoreline Unitarian Universalist Church and the Philippi Presbyterian Church of Seattle parking lots until after the Shoreline South/145<sup>th</sup> Parking Garage is open for transit rider parking and shall provide 30-day notice to King County Metro on the timing of the temporary parking and ride lot closure or as otherwise agreed to by both parties.
5. As part of the Ridgecrest Park mitigation for Project impacts to the park, Sound Transit shall construct a replacement parking lot on the two replacement parcels adjacent to Ridgecrest Park immediately east of the current parking lot consistent with details of the March 8, 2018, Ridgecrest Park Letter of Concurrence (Exhibit 18), as follows:
- a. The parking lot shall be paved and contain 20 parking spaces;
  - b. The parking lot shall be completed consistent with applicable City standards for drainage, landscaping and frontage improvements; and
  - c. Construction of the parking lot shall be completed within 1.5 years of closing the existing parking lot.

## **K. Guiding Principles<sup>10</sup>**

1. Sound Transit shall provide perforated metal panel screening on approximately fifty percent (~50%) of the upper level openings of the east and north facades of the Shoreline South/145<sup>th</sup> Parking Garage and full screening on the east façade of the Shoreline North/185<sup>th</sup> Parking Garage, to improve the aesthetic design of these facades that are visible from adjacent residential neighborhoods and to minimize light spillage from the garages. Sound Transit shall also provide a

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<sup>10</sup> Exhibit 10, Guiding Principles for Light Rail Facility Design, Adopted by City Council February 29, 2016

decorative form-liner pattern to the exterior garage walls for the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Parking Garages.

2. The lighting fixtures within the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Parking Garages shall be positioned to prevent direct light from entering neighboring properties, and where needed, lighting technology shall be used within the garages to limit light spillage.
3. Sound Transit shall provide a decorative form-liner pattern to the exposed wall faces of noise/retaining walls to enhance their visual appearance and neighborhood compatibility, as follows:
  - a. Primarily along the east face (the exposed faces of some walls may face north or south) of the noise/retaining walls in the Project Corridor; and
  - b. On both sides of the visible surfaces of the noise/retaining walls along the perimeter boundaries for the Shoreline South/145<sup>th</sup> Station and Shoreline North/185<sup>th</sup> Station where facing the station and residential neighborhoods.
4. Sound Transit shall provide a decorative pattern (color, texture, or form-liner) on the masonry noise/screening walls around the perimeter of the TPSS sites to provide visual interest for neighboring properties and submit final design of these walls for City review and approval under the required construction permits.
5. Along the west façade of the Shoreline South/145<sup>th</sup> Parking Garage, Sound Transit shall provide minimum weather protection along 80 percent of the façade where over pedestrian facilities, consistent with the weather protection standard in SMC 20.50.240(C)(1)(f).
6. Sound Transit shall provide Type G wayfinding directional signage along pedestrian and bicycle paths at the Shoreline South/145<sup>th</sup> and Shoreline North/185<sup>th</sup> Station Sites to direct pedestrians to the station and cyclists to the station and bicycle facilities, as follows:
  - a. Shoreline South/145<sup>th</sup> Station: wayfinding directional signage shall be provided along the pedestrian/bicycle paths at the station site in the following locations:
    - From the intersection of 5<sup>th</sup> Avenue NE and the northbound I-5 on ramp;
    - For the path off 5<sup>th</sup> Avenue NE that is parallel to the north station boundary;
    - From the path on the south side of the entry driveway that extends west along the north side of the parking garage, then south along the west side of the parking garage; and

- By the entrance to the station at the northwest corner of the station site.
- b. Shoreline North/185<sup>th</sup> Station: wayfinding directional signage shall be provided along the pedestrian/bicycle paths at the station site in the following locations:
- From the public plaza at the northwest corner of the intersection of NE 185<sup>th</sup> Street and 8<sup>th</sup> Avenue NE heading west along the path's frontage on NE 185<sup>th</sup> Street;
  - For the path off 8<sup>th</sup> Avenue NE heading west along the north side of the parking garage to the north plaza; and
  - From the entry to station site at NE 189<sup>th</sup> Street along the shared-use path to the north plaza.

Station wayfinding signage plans for both stations site shall be submitted for City review and approval under the required site development permits for each station site.

7. Sound Transit shall design, subject to the City's acceptance which shall not be unreasonably withheld, and construct the Shoreline South/145<sup>th</sup> Station site pick-up/drop off area by north side of the parking garage (Exhibit 2, Attachment I, Drawing Nos. N15-ASP100 and N15-LSP100) as a dual function space so it can also serve as a flexible public gathering space that can be used for public gatherings and special events and shall include multifunctional bollards and raised concrete benching rather than curbs to delineate the vehicular area and that also provide seating space.
8. Sound Transit shall construct an ADA accessible pedestrian bridge contingent on Sound Transit's receipt of funding as agreed to by King County Metro and the City of Shoreline. The pedestrian bridge would span from the northwest corner of the transit center on the top of the Shoreline North/185<sup>th</sup> parking garage to the northern station platform entrances (Exhibits 49 and 50).

#### **L. Street Vacation and Redevelopment**

1. Sound Transit shall submit and complete petition(s) for the vacation of certain City ROW as set forth in Section I of the Funding Agreement (Exhibit 2, Attachment H, pp 2-3) for vacation of City ROW locations as approximately illustrated in the Funding Agreement (Exhibit 2, Attachment H, pp 16-35) and listed below for additional reference:
  - a. NE 148<sup>th</sup> Street, west of 5<sup>th</sup> Ave NE to the I-5 WSDOT ROW;
  - b. 1<sup>st</sup> Avenue NE, south end, west of LL175 and LL176;
  - c. 1<sup>st</sup> Avenue NE, west side, between NE 159<sup>th</sup> and NE 161<sup>st</sup> Streets;
  - d. 1<sup>st</sup> Avenue NE, west of LL180, north of NE 161<sup>st</sup> Street adjacent to Ridgecrest Park;

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- e. NE 170<sup>th</sup> Street ROW end, west of proposed Noise Wall;
  - f. 1<sup>st</sup> Avenue NE, south of NE 174<sup>th</sup> Street parallel to road reconstruction;
  - g. NE 178<sup>th</sup> Street ROW end, west of proposed Noise Wall;
  - h. NE 180<sup>th</sup> Street ROW end, west of proposed Noise Wall;
  - i. 5<sup>th</sup> Avenue NE, north of NE 182<sup>nd</sup> Court parallel to road reconstruction;
  - j. 7<sup>th</sup> Avenue NE, north of NE 185<sup>th</sup> Street;
  - k. NE 185<sup>th</sup> Street, north of proposed sidewalk in NE 185<sup>th</sup> Street ROW between the I-5 WSDOT ROW and intersection with NE 8<sup>th</sup> Ave NE; and
  - l. NE 189<sup>th</sup> Street ROW end, west of proposed Noise Wall.
2. To the extent property is identified as surplus and conveyed for redevelopment, where possible, Sound Transit shall merge lots or adjust lot lines such that the resulting lots meet minimum lot size and dimensions specified in SMC 20.50.020 and consistent with the applicable zoning. Exception (14) to Table 20.50.020(1) and Table 20.50.020(2) do not apply to properties sold as surplus by Sound Transit following completion of the Project, unless additional ROW dedication is required for future redevelopment.

**M. SUP Decision Vesting**

1. As provided for in SMC 20.30.330.D and Sound Transit's request (Exhibit 2, Attachment EE), Special Use Permit SPL18-0140 shall be vested for a period of five (5) years from the date of Hearing Examiner Decision Issuance, after which it will expire unless a complete building permit application is filed before the end of the five-year term.

DECIDED this 31<sup>st</sup> day of May 2019.



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ANDREW M. REEVES  
Hearing Examiner  
Sound Law Center

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ATTACHMENT A – Exhibits

1. Staff Report, dated April 11, 2019
2. Special Use Permit Application Narrative, received August 16, 2018 (revised March 18, 2019); Code Modification Request for Ronald Bog Floodplain Development Permit, dated March 14, 2019 (withdrawn); and the following Attachments:
  - A. Vicinity Map, Site Plans A, B, and C, dated July 31, 2018
  - B. Property Acquisitions List, received August 16, 2018
  - C. Sound Transit Summary of Neighborhood Meeting, dated June 27, 2018
  - D. LLE Noticing Area and Sign Locations Map; LLE Noticing Area Map; Aldercrest Notice Area Map; Affidavit of Mailing, Notice of Special Use Permit Application, dated July 23, 2018; Notice of Special Use Permit Neighborhood Meeting, undated; Mailing Labels
  - E. Federal Transit Administration, Lynnwood Link Extension, Record of Decision, dated July 2015
  - F. Transit Way Agreement, authorized by City Council on January 29, 2018
  - G. Expedited Permitting and Reimbursement Agreement, authorized by City Council on July 27, 2016
  - H. Funding and Intergovernmental Cooperative Agreement, authorized by City Council on January 29, 2018
  - I. Design Drawings (In-progress 90 Percent Submittal), dated April 6, 2018
    - i. Book 1 of 2 (Sheets 1 through 436) [*separate roll*]
    - ii. Book 2 of 2 (Sheets 1 through 13, Index of Drawings; Sheets 437-759) [*separate roll*]
  - J. Open House Renderings for Shoreline North/185th Station, undated
  - K. S*Tart* – Sound Transit’s Art Program, undated
  - L. S*Tart* – Images from the Open House, undated
  - M. Sound Transit Customer Signage Manual, dated May 2013
  - N. Contract L200, City of Shoreline Station Area Access Assessment Report, HNTB|Jacobs, dated January 10, 2017
  - O. Multi-Modal Access Assessment and Mitigation Plan, undated
  - P. Discretionary Work Request for King County Road Services Form A, dated May 3, 2018; Form B, dated June 6, 2018
  - Q. NE 185th Street & 2nd Avenue Northeast Left-Turn Lane Modifications, received August 16, 2018
  - R. Sound Transit Design Criteria Manual, Chapters 6.4, 9, 21, 30, and 31
  - S. Technical Memorandum, from Noah Allen, P.E., to Denny Clouse, TO 1520A Revised Hydraulic Analysis; North City Water District Fire Flow Analysis Information, Task Order Nos. 1520C through 1520F, dated August 9, 2018

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- T. Contract L200, HNTB|Jacobs, Critical Areas Report, dated July 13, 2018
- T.1 Contract L200, City of Shoreline Critical Areas Report, Addendum #1, dated March 6, 2019
- U. Aldercrest Annex Staging Area Critical Area Aerial Map, dated January 29, 2019
- V. Tree Removal and Mitigation Report (60 Percent Submittal), HNTB|Jacobs, dated February 21, 2017
- V.1 Projectwide Tree Inventory (In-Progress 90 Percent Submittal), HNTB|Jacobs, dated April 6, 2018
- V.2 Draft City of Shoreline Tree Removal and Replacement Summary, dated December 6, 2018
- V.3 City of Shoreline Tree Removal Inventory, dated December 12, 2018
- W. Contract L200 Noise, Vibration, and Groundborne Noise Report, (In-Progress 90 Percent Submittal), HNTB Jacobs, dated April 2018
- X. Contact L200E Construction Noise, Vibration, and Groundborne Noise Report, (100 Percent Submittal), HNTB Jacobs, dated August 14, 2018
- Y. Contract L200 Traffic Engineering Report, (60 Percent Submittal), HNTB|Jacobs, dated February 21, 2017
- Y.1 Contract L200 Traffic Analysis Update Memorandum, (In-Progress 90 Percent Submittal), HNTB Jacobs, dated April 6, 2018
- Z. L200 Draft Sustainability Report Update IP90% Design Submittal, Sound Transit, dated July 6, 2018
- Z.1 L200 Draft Sustainability Report Update IP90% Design Submittal, Sound Transit, dated July 6, 2018, Appendix A: Sustainability Checklist
- AA. Exhibits for Code Modification Requests, revisions dated March 18, 2019
- BB. Exhibits for Administrative Design Review Requests, received August 16, 2018
- CC. Exhibits for Engineering Deviation Requests, revisions dated March 18, 2019
- EE. Letter from Rod Kempkes, P.E., to Jennifer Wells, Extended Vesting period, dated November 19, 2018
- FF. Lynnwood Link Extension Construction Community Outreach Plan
- GG. Sewer Availability Certificates, dated March 29, 2017
- 3. Lynnwood Link Extension Final Environmental Impact Statement, FTA and Sound Transit, April 2015
- 4. Lynnwood Link Extension Project, 2018 SEPA Addendum to the Final Environmental Impact Statement (April 2015), May 2018
- 5. Email from Daniel Drais to Steven Kennedy, dated January 6, 2017
- 6. Letter from Linda M. Gehrke to Peter Rogoff, dated May 4, 2018
- 7. Excerpt of Federal Transit Administration Record of Decision for the Lynnwood Link Extension, Appendix B – Mitigation Plan, pages B-1 through B-14, dated July 2015
- 8. Federal Highway Administration, Lynnwood Link Extension, Record of Decision, dated August 2015
- 9. Shoreline Municipal Code – Title 20 Development Code, Excerpt of Sections Applicable to Light Rail System/Facilities

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10. Guiding Principles for Light Rail Facility Design, undated
11. Letter from Jonathan Childers to Jennifer Wells, dated April 1, 2019
12. Letter from Tricia Juhnke, P.E., to Joel Theodore, P.E., dated March 30, 2018
13. Lynnwood Link Extension Plan & Profile Guideway, revision March 18, 2019 [*separate roll*]
14. Utility Relocation Agreement between Ronald Wastewater District and Sound Transit (for Lynnwood Link Project), dated December 27, 2016
15. North City Water District Utility Relocation and Water System Extension Agreement No. 2017-01 with Central Puget Sound Regional Transit Agency, dated April 2017
16. Letter from John Evans to Bill Bryant, dated June 21, 2018
17. Letter from John Evans to Tricia Juhnke, dated March 15, 2019
18. Letter from John Evans to Eric Frieli, dated March 8, 2018
19. Letter from Steve Kennedy to Eric Frieli, dated March 8, 2018
20. Shoreline Municipal Code – Title 13 Utilities, Chapter 13.12 Floodplain Management sections applicable to project
21. Hearing Examiner’s Findings, Conclusions, and Decision: Ronald Bog Park Wetland Mitigation Critical Areas Special Use Permit No. PLN18-0086, dated December 11, 2018
22. Hearing Examiner’s Findings, Conclusions, and Decision, McAleer Creek Critical Areas Special Use Permit No. PLN18-0114, dated January 4, 2019; Hearing Examiner’s Response to Request for Clarification, McAleer Creek Critical Areas Special Use Permit No. PLN 18-0114, dated January 14, 2019
23. Administrative Order No. 17-0119-102417, dated December 5, 2017
24. Notice of Special Use Permit Application, dated September 24, 2018; Declaration of Mailing, dated September 24, 2018; Affidavit of Publication, *Seattle Times*, dated September 24, 2018; Revised Notice of Special Use Permit Application, dated October 3, 2018; Declaration of Mailing, dated April 9, 2018; email from Bob Ryburn to Ann Migdal, dated October 8, with email string; LLE Noticing Area Map, dated April 16, 2018, and LLE Noticing Area and Sign Locations Map, dated April 16, 2018
25. Public Comments:
  - a. Email from Katie McCain to Jennifer Wells, dated September 28, 2018
  - b. Email from David Schwartz to Jennifer Wells, dated October 3, 2018
  - c. Email from Garret Haynes to Jennifer Wells, dated October 10, 2018
  - d. Email from Greg Barker to Jennifer Wells, dated October 11, 2018
  - e. Email from Juniper Nammi to Jennifer Wells, dated October 15, 2018, with email string
  - f. Email from Marne Davis to Jennifer Wells, dated October 16, 2018
  - g. Email from Michael Cameron to Jennifer Wells, dated October 18, 2018; Letter from Michael Cameron to Jennifer Wells, dated October 18, 2018
  - h. Email from Vishaka Smith to Jennifer Wells, dated October 24, 2018
  - i. Email from Ian Scott, dated November 22, 2018, with email string
26. Contract No. L200/L300, Quality Assurance Request for Deviation MRB Disposition Form, dated September 15, 2017

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27. Draft Cooperative Agreement for Lynnwood Link Urban Tree Canopy and Landscape Enhancement Partnership, dated April 9, 2019
28. Open House Renderings for Shoreline South/145th Station, undated
29. Letter from Fouad Chihab to Todd Malo, dated July 30, 2018
30. Letter from Fouad Chihab to Todd Malo, dated August 1, 2018
31. Letter from Peter Brown to Todd Malo, dated April 8, 2019
32. City of Shoreline 2016 Engineering Development Manual, Excerpts for Special Use Permit Exhibit
33. Index to Applicant's Exhibits
34. City of Shoreline 2011 Transportation Master Plan
35. Sound Transit Community Outreach Data
36. Shoreline Comprehensive Plan – Land Use Element Goals and Policies
37. Resources Conservation Area Replacement Memorandum, HNTB|Jacobs, dated March 15, 2018
38. City of Shoreline Ordinance No. 739, effective date March 29, 2016
39. City of Shoreline Ordinance No. 741, effective date July 19, 2016
40. City of Shoreline Ordinance No. 761, effective date November 1, 2016
41. City of Shoreline Ordinance No. 769, effective date January 17, 2017
42. Sound Transit Alignment Resolution (R2015-05), adopted April 23, 2015
43. Trail Along the Rail – A Feasibility Study, MIG|SvR, dated September 2017
44. Staff/Consultant Team list
45. Memo from Sound Transit Staff to City of Shoreline Hearing Examiner, dated April 17, 2019
46. Sound Transit PowerPoint (10 slides), dated April 24, 2019
47. Memorandum from Jennifer Wells to City of Shoreline Hearing Examiner, dated April 19, 2019
48. Memorandum from Jennifer Wells to City of Shoreline Hearing Examiner, dated April 23, 2019
49. Email from Stephen Crosley to Taylor Carroll, dated June 4, 2018, with email string
50. Email from John Norris to Rod Kempkes, dated June 10, 2018
51. Email from Dieter Siperko to Jennifer Wells, dated June 20, 2019, with email string
52. Notice of Public Hearing of the Hearing Examiner, undated, with vicinity map and Site Plans A, B, and C, dated July 31, 2018; Declaration of Mailing, dated April 9, 2019, with The City of Shoreline Notice of Public Hearing of the Hearing Examiner, undated; Affidavit of Publication (# 875237), published April 9, 2019, with ad text; Notice of Public Hearing of the Hearing Examiner, undated, with LLE Noticing Area map and LLE Noticing Area and Sign Locations, dated April 16, 2018
53. Email from "jerrz\_2001@yahoo.com.hk" to Hearing Examiner, dated April 24, 2019
54. City PowerPoint (37 slides), dated April 24, 2019
55. Letter from Ron Lewis to Mayor Will Hall, dated August 15, 2018; Letter from Mayor Will Hall to Ron Lewis, dated July 25, 2018
56. Final Sustainability Report, HNTB|Jacobs, dated February 15, 2019

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57. Hearing Examiner's Findings, Conclusions, and Decision, Sound Transit Critical Areas Special Use Permit (No. PL19-0019), dated April 24, 2019
58. Memorandum from Jennifer Wells to City of Shoreline Hearing Examiner, dated April 24, 2019
59. Email from Tricia Juhnke to John Evans, dated April 24, 2019, with email string
60. Email from Dieter Siperko to Jennifer Wells, dated February 20, 2019, with email string
61. Chapter 9.05 SMC Noise Control
62. Comment from Mike Sloane, undated
63. Email from Michael Cameron to Juniper Nammi, dated December 14, 2018, with attachments
64. Lynnwood Link Extension Special Use Permit (SPL18-0140) Revised Conditions of Approval
65. Letter from Blake Jones to Michael Sloane, dated May 1, 2019
66. City of Shoreline's Application of SMC 20.30.330(D) Vesting, dated May 2, 2019
67. Memorandum from Sound Transit Staff to City of Shoreline Hearing Examiner, dated May 6, 2019

AFTER RECORDING MAIL TO:

Central Puget Sound Regional Transit Authority  
Attn: Real Estate Division  
401 S. Jackson Street  
Seattle, WA 98104-2826

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**STATUTORY WARRANTY DEED  
(SHORELINE, WASHINGTON)**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and  
Portion of Lots 9 & 10, Block 1, Volume 57 of Plats, Page 57.

**Assessor's Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

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**THE GRANTOR(S), City of Shoreline, a municipal corporation,** for and in consideration of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and for other good and valuable consideration, in hand paid, conveys, and warrants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington,** the following described real estate, situated in the County of King, State of Washington:

As described in **Exhibit "B"** and **Exhibit "C" PARCEL MAP** attached hereto and by this reference incorporated herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR:**

By \_\_\_\_\_

Its \_\_\_\_\_

City of Shoreline

STATE OF WASHINGTON

}  
} SS.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the City of Shoreline to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**EXHIBIT "A"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOTS 9 AND 10, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;  
EXCEPT ALL THAT PORTION LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL WITH AND  
155 FEET SOUTHEASTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE  
CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO  
EAST 200TH STREET).

(ALSO KNOWN AS: RIDGECREST PARK PARCEL 2 ACCORDING TO RECORDING NO. 9707030436.)

**EXHIBIT "B"**

R/W No. LL-180  
PIN 2111600046  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") LYING  
**WESTERLY OF THE FOLLOWING DESCRIBED LINE:**

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
85.54 FEET TO THE **POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE**;  
THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S  
PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH  
LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE  
HEREIN DESCRIBED **LINE**.

CONTAINING 481 SQUARE FEET, MORE OR LESS

**TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:**

**BEGINNING** AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
85.54 FEET;  
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;  
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS  
N76°17'53"W;  
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A  
CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;  
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE  
RIGHT HAVING A RADIUS OF 51.50 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;  
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF  
BEGINNING**.

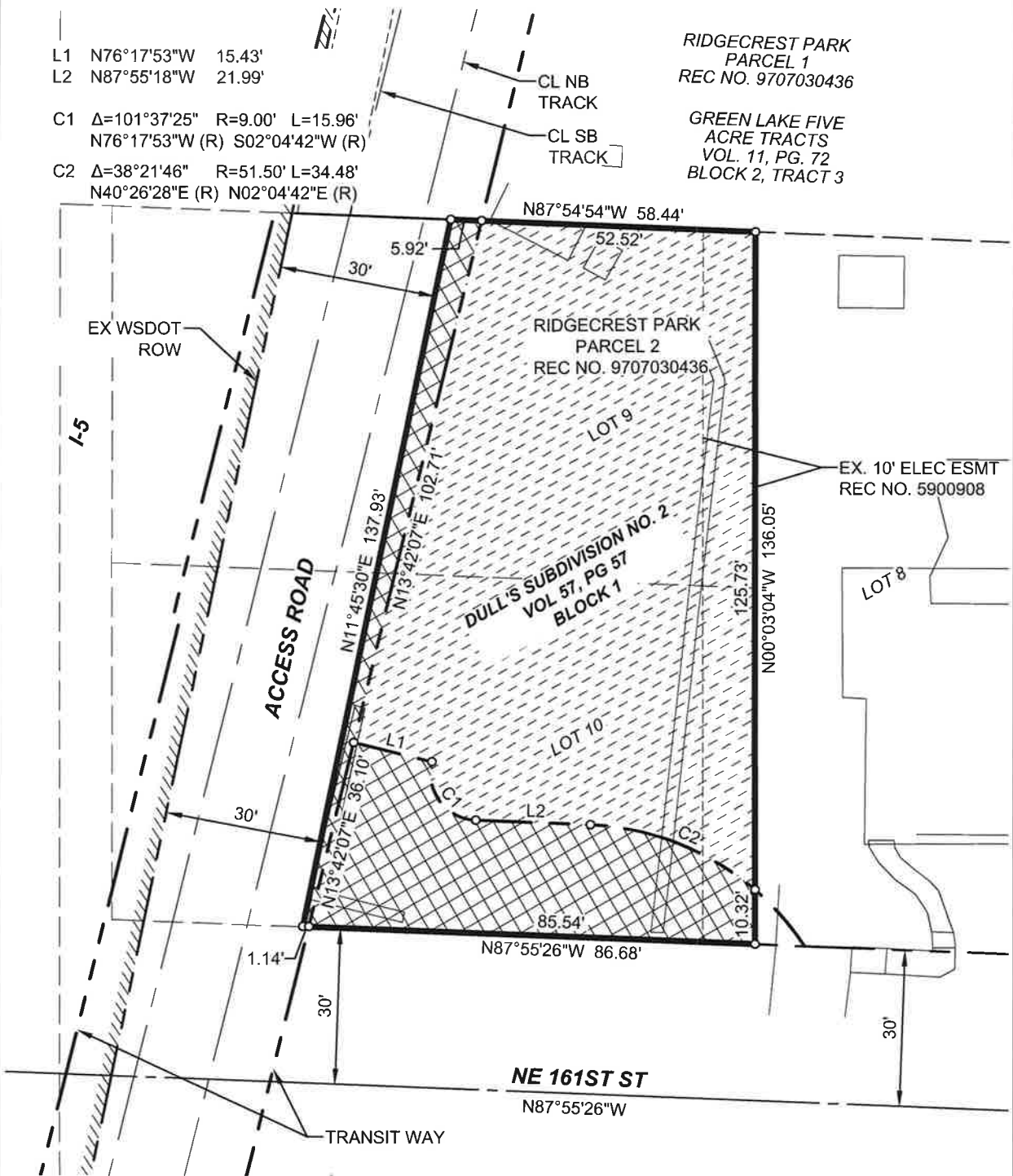
CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 5/7/19*

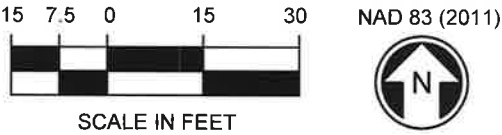
FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



**LEGEND**

	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



TEMP CONST ESMT	FEE TAKE

SHEET 1 OF 3

 <b>SOUNDTRANSIT</b>  <b>HNTB Jacobs</b>  <b>L &amp; A</b> LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM		PARCEL AREA: 9,866 SF    CONST ESMT: 7,496 SF FEE TAKE AREA: 2,370 SF REMAINING AREA: 7,496 SF
		<b>EXHIBIT "C"</b> <b>R/W NO. LL-180 PARCEL MAP</b>
		ASSESSOR NO.: 2111600046    DATE: 5/7/2019 OWNER: CITY OF SHORELINE
		BLOCK NO.: 1    LOT NO.: 9 & 10 CITY OF SHORELINE    KING COUNTY, WA

**EXHIBIT "A"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Grantor's Parcel:**

LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 120 FEET OF THE SOUTH 225.59 FEET; AND EXCEPT THAT PORTION OF SAID LOT 3, BLOCK 2, LYING NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 3, AND 125 FEET SOUTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADially FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY (EAST 145TH STREET TO EAST 200TH STREET); THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 196+00 AND 125 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY TO A POINT OPPOSITE HIGHWAY ENGINEER'S STATION 198+00 AND 180 FEET EASTERLY THEREFROM; THENCE NORTHEASTERLY AND PARALLEL WITH SAID CENTERLINE TO THE NORTH LINE OF SAID LOT 3.

(ALSO KNOWN AS: RIDGECREST PARK, PARCEL 1, ACCORDING TO RECORDING NO. 9707030436.)

*Earl J. Bone 1/10/19*

LL181 Legal.doc

Earl J. Bone P.L.S.

1/9/2019

**EXHIBIT "B"**

R/W No. 181  
PIN 2881700193  
CITY OF SHORELINE, A MUNICIPAL CORPORATION

**Fee Take Area Acquired by Grantee:**

ALL THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

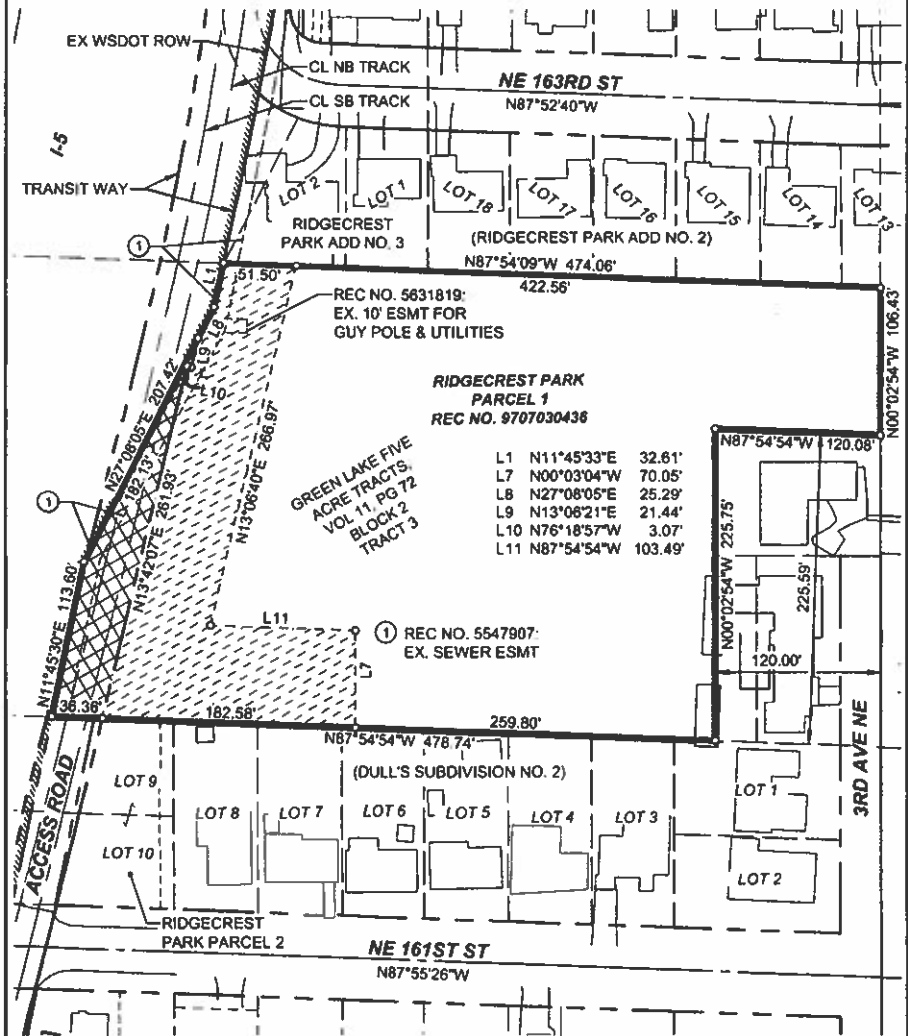
COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,  
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF  
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING  
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,  
WASHINGTON);  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE END OF THE  
HEREIN DESCRIBED LINE.

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

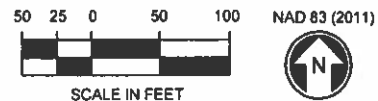
*Earl J. Bone 1/10/19*

# FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT

NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



LEGEND	
	LIGHT RAIL TRANSIT WAY
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



SHEET 1 OF 4

<p><b>SOUND TRANSIT</b></p> <p>FINAL DESIGN PARTNERS:</p> <p><b>L &amp; A</b> LIN &amp; ASSOCIATES</p> <p>LINK LIGHT RAIL TRANSIT SYSTEM</p>		<p>PARCEL AREA: 153,238 SF</p> <p>FEE TAKE AREA: 7,439 SF</p> <p>REMAINDER AREA: 145,799 SF</p>
		<p>EXHIBIT "C"</p> <p>R/W NO. LL-181 PARCEL MAP</p> <p>ASSESSOR NO.: 2881700193 DATE: 02/12/2018</p> <p>OWNER: CITY OF SHORELINE</p> <p>BLOCK NO.: N/A LOT NO.: PARCEL 1</p> <p>CITY OF SHORELINE KING COUNTY, WA</p>

After Recording Return To:  
Shoreline City Clerk  
17500 Midvale Ave. North  
Shoreline, WA 98133-4921

## RIGHT- OF-WAY DEDICATION DEED

**Reference No.:** SPL18-0140

**Grantor(s):** Central Puget Sound Regional Transit Authority aka Sound Transit

**Grantee(s):** City of Shoreline

**Tax Parcel ID No.:** 2111600046

**Abbreviated Legal Description:** DULLS SUBDIV # 2 LESS POR NWLY OF LN DRWN PLW  
& 155 FT SELY MEAS AT R/A FRM CTR LN OF ST HWY # 1

**Address:** N/A

This Right-of-Way Dedication is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Central Puget Sound Regional Transit Authority aka Sound Transit, the owner of the property described below (hereinafter "Owner"), and accepted by the City of Shoreline, Washington, a municipal corporation of the State of Washington (hereinafter "City").

**WHEREAS**, the City has approved a light rail transit system and facilities project, File No. SPL18-0140, hereinafter the "Project," for the Owner; and

**WHEREAS**, to develop this Project it was necessary for the Owner to acquire, in fee, a portion of Tax Parcel No. 2111600046 Ridgecrest Park, a City public park, in order to construct its Project, including right-of-way improvements for NE 161<sup>st</sup> Street, namely a cul-de-sac; and

**WHEREAS**, this acquisition was condition upon the Owner dedicating a certain portion of the Property to the public as right-of-way for public access and infrastructure improvements.

**NOW, THEREFORE**, in consideration of the Project approval referenced above and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Owner hereby grants to the City in perpetuity, unless vacated by the City, an easement over and through that portion of property described in Exhibit A and depicted in Exhibit B for public vehicular and pedestrian traffic, drainage, public or private utilities, lighting, signage and landscaping and other public uses permitted within public right-of-way and described as:

Legal Description of Dedication:

, situated in the City of Shoreline, King County, Washington;  
Referenced as Tax Parcel ID No. 2111600046.

The Owner shall not obstruct the easement premises in any manner that will prevent or interfere with use of the easement for the purposes identified herein, or allow any third party to obstruct the premises in a manner that will prevent or interfere with use of the easement for the purposes identified herein.

All rights and obligations herein contained shall run with the land be binding upon the parties hereto, their successors, lessees and assigns.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

ON THIS day of \_\_\_\_\_, 20\_\_ , before me,  
personally appeared \_\_\_\_\_, and, to me known to be the \_\_\_\_\_  
of the Central Puget Sound Regional Transit Authority aka Sound Transit, Grantor, the  
company 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 they were authorized to execute said  
instrument.

WITNESS my hand and official seal hereto the day and year in this certificate first above  
written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My Appointment Expires \_\_\_\_\_

**Accepted and approved for the City of Shoreline:**

\_\_\_\_\_  
Debbie Tarry, City Manager

Approved as to form:

\_\_\_\_\_  
City Attorney's Office