

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute the Twin Ponds Park Possession and Use Agreement, Right of Entry Agreement, Temporary Construction Easements, and Permanent Electrical Easement with Sound Transit
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Juniper Nammi, Sound Transit Project Manger
ACTION:	<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:

Sound Transit is proposing to underground Seattle City Light electrical distribution circuits on N/NE 155th Street between Fire Station 65 and Twin Ponds Park to eliminate the conflict with the proposed Lynnwood Link Extension (LLE) light rail system. The circuits need to transition from underground to overhead in front of Twin Ponds Park and current power pole configuration requirements will result in overhead electrical lines overhanging into the park. Both temporary and permanent easements are needed for construction and the permanent installation of these overhead utilities across the north ten (10) feet of Twin Ponds Park.

Due to the late identification of this scope of work for the LLE Project, Sound Transit has not yet completed the appraisal and determined the appropriate compensation amount for the easements. Sound Transit is requesting an administrative Possession and Use Agreement to keep the question of compensation amount open until the appraisal and compensation calculations can be completed.

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

- Possession and Use Agreement (*Attachments A and B*),
- Right of Entry Agreement (*Attachment C*),
- Temporary Construction Easement 1 – 12 months (*Attachment D*),
- Temporary Construction Easement 2 – six (6) months (*Attachment E*), and
- Electrical Easement – Permanent easement over the northern most ten (10) feet (*Attachment F*).

RESOURCE/FINANCIAL IMPACT:

Sound Transit will be compensating the City for the necessary temporary and permanent easements for this work within the northern ten (10) feet of Twin Ponds Park. The final amount of compensation has not yet been determined, however City

staff estimate compensation of approximately \$46,100. This revenue is not budgeted at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Twin Ponds Park Possession and Use Agreement, Right of Entry Agreement, two Temporary Construction Easements, and the Permanent Electrical Easement.

Approved By: City Manager ____ City Attorney ____

BACKGROUND

Sound Transit's Lynnwood Link Extension (LLE) Light Rail Project proposes to temporarily and permanently impact the northern ten (10) feet of Twin Ponds Park for construction of the western terminus of the undergrounding of two electrical distribution circuits that would otherwise conflict with the future overhead power for the light rail trains along the east side of I-5.

Design of the LLE Project originally proposed to increase the height of all the overhead electrical utility crossings over I-5. As the project design was advanced however, Sound Transit's design team and Seattle City Light (SCL) determined that the two distribution circuits that cross I-5 at 155th Street could not be raised high enough for clearance of the light rail power and therefore needed to be undergrounded under I-5 instead.

City staff worked with Sound Transit's team and SCL to explore design options for this undergrounding that would minimize the permanent impacts to Twin Ponds Park. The proposed design necessitates both temporary construction and permanent electrical easements for this scope of the project.

Sound Transit 155th Street Undergrounding Project Description

Although the scope of the project involves undergrounding electrical power lines under I-5, in front of Twin Ponds Park, to make the undergrounding work, overhead power lines will need to be reconfigured in front of the park. The overhead power lines that currently exist along N 155th Street adjacent to Twin Ponds Park were originally installed in a vertical arrangement on the poles and did not require an electrical easement. Storm damage to the western most pole adjacent to the Park lead to emergency replacement of the pole consistent with SCLs current requirement for a "T-top configuration" of the cables on the poles (this is the type of power pole configuration that is most common throughout the City). Sound Transit's modification of these circuits will replace the remaining vertically arranged poles with T-top poles necessitating a permanent overhead electrical easement over the northern ten (10) feet of the park along 155th Street.

The final design replaces one existing pole in front of the park and adds one new one along the current alignment of the poles, which sit right on the north property line of Twin Ponds Park. It also replaces the vertical arrangement of power lines with the SCL required T-top poles as noted above. The permanent easement over the park for the pole and overhead powerline encroachment is ten (10) feet wide over the northern portion of the park and covers both the changes made by SCL when poles were damaged, and the changes proposed by Sound Transit for undergrounding to the east at the I-5 crossing.

Modification of utilities, such as overhead electrical, is part of the LLE Project early work and Sound Transit's contractors are schedule to start work in this area in the next few months.

DISCUSSION

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

- Possession and Use Agreement,
- Right of Entry Agreement,
- Temporary Construction Easement 1 – 12 months,
- Temporary Construction Easement 2 – six (6) months, and
- Electrical Easement – Permanent easement over the northern most ten (10) feet.

Due to the late identification of this scope of work for the LLE Project, Sound Transit has not yet completed the appraisal and determined the appropriate compensation amount for the easements. Sound Transit is therefore requesting an administrative Possession and Use Agreement to keep the question of compensation amount open until the appraisal and compensation calculations can be completed. Two separate documents need to be executed to grant administrative possession and use. Attachment A provides a Memorandum of Possession and Use Agreement and would be recorded as a notice on title. Attachment B provides the actual Administrative Possession and Use Agreement specifying the estimated value of the easements to be acquired by Sound Transit and the details of depositing this amount in escrow to be held until the appraisal is completed and the final compensation amount is determined and accepted.

Three separate documents are required for the construction of this area of electrical undergrounding work for the LLE Project. A Right of Entry Agreement (Attachment C) is needed for limited entry to carry out documentation and monitoring for the Project as listed in the Agreement. Additionally, two separate Temporary Construction Easement are necessary for this utility work. Attachment D is a 12-month temporary construction easement needed for Sound Transit's contractors (SKH) to construct the vaults and duct banks for the proposed undergrounding. Attachment E is a six (6)-month temporary construction easement that is needed for SCL to install the cables and make the new connections between existing overhead lines and the new portions of undergrounded circuits. City staff estimates the temporary construction easements value at approximately \$3,200 and \$1,600 respectively.

Finally, a permanent electrical and communications easement (Attachment F) is necessary for the placement and maintenance of the electrical circuits and the SCL fiber communications wires and the supporting poles, within or over the northern ten (10) feet of the park. City staff estimates the value of the permanent electrical easement at approximately \$41,200.

City staff is satisfied that the final design for this utility work minimizes the permanent impact to the park to the extent that is feasible within the scope of the LLE Project.

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.

RESOURCE/FINANCIAL IMPACT

Sound Transit will be compensating the City for the necessary temporary and permanent easements for this work within the northern ten (10) feet of Twin Ponds Park. The final amount of compensation has not yet been determined, however City staff estimate compensation of approximately \$46,100. This revenue is not budgeted at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Twin Ponds Park Possession and Use Agreement, Right of Entry Agreement, two Temporary Construction Easements, and the Permanent Electrical Easement.

ATTACHMENTS

- Attachment A – Sound Transit Memorandum of Possession and Use Agreement
- Attachment B – Sound Transit Administrative Possession and Use Agreement
- Attachment C – Sound Transit Right of Entry Agreement
- Attachment D – Sound Transit Temporary Construction Easement 1 (12 months)
- Attachment E – Sound Transit Temporary Construction Easement 2 (6 months)
- Attachment F – Sound Transit Permanent Electrical Easement

WHEN RECORDED RETURN TO:

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

MEMORANDUM OF POSSESSION AND USE AGREEMENT

Grantor(s):	City of Shoreline, a municipal corporation
Grantee:	Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:	Portion of Tract 2 in Block 3 & Portions of Tracts 3-4 & 13-16 in Block 4, Volume 11 of Plats, Page 72.
Assessor's Tax Parcel No(s):	2881700590
ROW No(s):	LL168.1

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. LL168.1, and having an address of 15401 1st Avenue NE, 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. **R2018-15** to acquire 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 the Property. Sound Transit shall be granted legal possession and use of the Property upon deposit of Sound Transit's offer of just compensation for the Property into an escrow account for disbursement to the Owner.

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 Property 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 Property 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: _____

EXHIBIT A

Legal Description of the Premises

ROW No.: LL168.1

Memorandum of Administrative Possession and Use Agreement
Form approved by Legal 4/9/19
[Last saved by James ChungJuniper Nammi on 4/10/19]

EXHIBIT "A"

R/W No. LL-168.1
 PIN 2881700590
 CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

PARCEL 1:

THE SOUTH 165 FEET OF TRACT 3; AND TRACT 4, EXCEPT THE SOUTH 180 FEET THEREOF; ALL IN BLOCK 4 OF 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 WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR MERIDIAN AVENUE, BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2884689 AND 2884692.

PARCEL 2:

THAT PORTION OF TRACT 2, IN BLOCK 3 OF 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, LYING WESTERLY OF PRIMARY STATE HIGHWAY No. 1, SEATTLE FREEWAY, E. 145TH STREET TO E. 200TH STREET, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 588865; EXCEPT THE WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 2307202.

PARCEL 3:

TRACTS 15 AND 16 IN BLOCK 4 OF 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 THAT PORTION LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 40 FEET WESTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE RELOCATED 1ST AVENUE NORTHEAST SURVEY LINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY, EAST 145TH STREET TO EAST 200TH STREET, CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 5464938; AND EXCEPT THAT PORTION OF SAID TRACT 16, AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 16, WHICH IS 272.50 FEET EAST FROM THE NORTHWEST CORNER OF SAID TRACT 16; THENCE EASTERLY ALONG SAID NORTH LINE TO INTERSECT THE WESTERLY MARGIN OF RELOCATED 1ST AVENUE NORTHEAST AS ESTABLISHED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 5483419, IN KING COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE INTERSECTION OF THE EASTERLY PROJECTION OF THAT CERTAIN LINE 118.26 FEET IN LENGTH AS DESCRIBED IN A DEED RECORDED UNDER AUDITOR'S FILE NO. 4312110, IN KING COUNTY, WASHINGTON; THENCE WEST ALONG SAID CERTAIN LINE AND EASTERLY PROJECTION TO THAT CERTAIN POINT REFERRED TO AS THE TRUE POINT OF BEGINNING IN DESCRIBING THAT CERTAIN TRACT OF LAND AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4312110; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID CERTAIN TRACT, 52.88 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE NORTH 68 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; EXCEPT THE NORTH 10 FEET OF SAID TRACT 16 CONDEMNED FOR NORTH 155TH STREET IN KING COUNTY SUPERIOR COURT CAUSE NO. 118650.

PARCEL 4:

TRACT 13 IN BLOCK 4 OF 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 WEST 30 FEET OF THE SOUTH 60 FEET, CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4066472; AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY FOR 1ST AVENUE NORTHEAST.

PARCEL 5:

TRACT 14 IN BLOCK 4 OF 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 10 FEET THEREOF AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2307201.

EXHIBIT "A" (CONTINUED)

R/W No. LL-168.1
PIN 2881700590
CITY OF SHORELINE, A MUNICIPAL CORPORATION

PARCEL 6:

THAT PORTION OF TRACT 16, BLOCK 4, 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TRACT 15 IN SAID BLOCK 4 WHICH IS 399.05 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID TRACTS 15 AND 16, A DISTANCE OF 513.89 FEET, MORE OR LESS, TO A POINT WHICH IS 130 FEET SOUTHERLY OF THE NORTH LINE OF SAID TRACT 16; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 16 A DISTANCE OF 118.46 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 16 TO THE WESTERLY LINE OF 1ST AVENUE NORTHEAST AS DEEDED TO KING COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2307206, 2383278 AND 2410821, IN KING COUNTY, WASHINGTON;
THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF NORTH 155TH STREET AS CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 118650;
THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT 272.50 FEET EASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE WESTERLY LINE OF SAID TRACT 16;
THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE A DISTANCE OF 68 FEET;
THENCE SOUTHEASTERLY TO THE TRUE POINT OF BEGINNING.

Earl J. Bone 2/19/19

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. **2881700590** and having an address of 15401 1st Avenue NE, 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. **R2018-15** to acquire the Property for its **Lynnwood** Link light rail project and its related facilities (the "Project").

C. Sound Transit has offered to purchase the Property from Owner, under threat of condemnation, for **\$TBD**. Sound Transit's appraisal and offer for purchase are still pending completion.

D. The Owner roughly estimates the purchase value at approximately **FOURTY SIX THOUSAND ONE HUNDRED and 00/100ths Dollars (\$46,100.00)**.

E. Sound Transit and Owner have not yet come to an agreement as to the value of the Property, but intend to continue negotiating to work toward a mutually agreeable resolution as to the appropriate amount of just compensation to be paid for the Property.

F. Pending such negotiations, the Parties have agreed that Owner will deliver immediate possession and use of the Property 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. **Deposit**. As soon as practicable after mutual execution of this Agreement but in no event later than **July 3, 2019** (the "Date of Deposit"), Sound Transit shall deposit into an escrow account with Chicago Title Company (the "Escrow Agent") the sum of **FOURTY SIX THOUSAND ONE HUNDRED and 00/100ths Dollars (\$46,100.00)** (the "Deposit"), which shall be disbursed by the Escrow Agent as soon thereafter as practicable in accordance with the escrow instructions attached hereto as **Exhibit B**. The disbursement of the Deposit Amount shall be a credit against the purchase price for the Property.

2. **Use and Possession**. Upon deposit by Sound Transit of the Deposit Amount, Sound Transit shall be deemed to have, and Owner shall be deemed to have surrendered and conveyed, immediate possession and use of the Property. The date of value for the determination of just compensation to be paid for the Property shall be the Date of Deposit. Interest shall be awarded on the difference, if any, between the Deposit and the final award of just compensation for the

Property, 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 Deposit until the date of payment of the final award of just compensation for the Property as determined at trial.

3. **No Waiver.** Execution of this Agreement shall not waive Owner's right to seek compensation for the Property above and beyond the amount of the Deposit or any reduced offer amount as contemplated in Paragraph 1, nor shall it impair Owner's right to recover relocation compensation under applicable law.

4. **Acquisition of the Property.** Owner and Sound Transit shall continue negotiations regarding the just compensation to which Owner is entitled for the Property. 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 Property 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 Property, 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 Property and to obtain a judgment and decree of appropriation for the Property.

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 Property, and that Sound Transit is acquiring the Property under threat of condemnation 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 Property, 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 Property 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

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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

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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 as of the date first written above.

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

EXHIBIT "A"

Legal Description of the Premises

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Exhibit "B"
Escrow Instructions



DATE

Paula K. Adams
Commercial Escrow Officer
Escrow: 0087026
Chicago Title Insurance Company
10500 NE 8th Street, Suite 600
Bellevue, WA 98004

Re: ROW# LL180 & LL181
Title and Escrow # _____

Greetings Paula,

This letter will serve as escrow instructions from Central Puget Sound Regional Transit Authority (hereinafter "**Sound Transit**") to **Chicago Title Company of Washington ("Escrow Agent")** in connection with the above-referenced escrow, whereby _____ and Sound Transit have agreed that the Seller shall grant certain real property rights to Sound Transit.

A. Confirmation of Certain Information. Sound Transit confirms to you the following information relevant to this transaction:

1. This escrow is to be closed per the terms of the **Administrative Possession and Use Agreement ("Possession and Use Agreement")** between _____ and Sound Transit as deposited herein.

2. _____ is the owner of a fee interest in certain real property described in the above referenced Administrative Possession and Use Agreement and related instruments.

3. You will receive a deposit from Sound Transit representing \$ _____ ("**Just Compensation**") plus all fees and cost per your estimated settlement statement.

B. Closing Documents. The following documents are enclosed, have been, or will be delivered to you, or will be prepared by the Escrow Agent before the date of closing:

1. Administrative Possession and Use Agreement;
2. Payoffs providing full reconveyance (insert loan and DOT reference);
3. Settlement Statement (Chicago Title)

C. Conditions to Closing. You are instructed to close this escrow in accordance with this letter when the following conditions have been satisfied:

1. You have received all documents and funds set forth in A and B hereof
2. You have received verbal or email confirmation from Cheree Kennedy, 206-903-7134, that all other conditions of closing required by Sound Transit to be fulfilled outside of this escrow have been fulfilled to the satisfaction of Sound Transit.

D. Closing Procedures. In closing escrow, you will adhere strictly to the procedures set forth below. All requirements with respect to closing shall be considered as having taken place simultaneously, and no delivery or payment shall be considered as having been made until all deliveries, payments and closing transactions have been accomplished.

1. Insert the Closing Date in the appropriate blanks in all documents referred to in Section B as of the closing date.
2. Record the document referred to in Section B (1)
3. Disburse to Seller the Just Compensation less any charges or offsets owed by the Seller, including but not limited to loans, liens and pro-rated taxes to the County.
4. Within seventy two hours after closing, deliver take-off copies of the recorded documents, to Sound Transit in care of the undersigned, together with a copy.
5. Hold funds due Sound Transit in an amount equal to the sum of any excess funds sent to escrow by Sound Transit to be applied to final closing costs.

E. General Instructions. The instructions contained in this letter may be amended only by written amendment signed by Sound Transit. To the extent that these instructions conflict with the Escrow Instructions Form submitted by Escrow Agent, these instructions will supercede. If you are unable to comply with these instructions and close this escrow on or before 5:00pm on , you are not to proceed without further written authorization from the undersigned. If there are any questions concerning the above, please call the undersigned immediately.

Please acknowledge your receipt of and your agreement to comply with these instructions by signing and returning a copy of this letter to me.

Sincerely,

Joseph Gray, Real Property Director

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

The undersigned acknowledges receipt of these escrow instructions and agrees to proceed in strict accordance with them.

Chicago Title Insurance Company

By: _____

Paula Adams, Escrow Officer

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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): 15401 1ST Avenue NE, Shoreline, WA 98155

Parcel Number(s): 2881700590

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.

CITY OF SHORELINE

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By: _____

By: _____

Name: _____

Name: _____

Debbie Tarry

Janni Baugh

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
– ELECTRICAL DUCTBANKS/VAULTS AND ROAD RESTORATION)**

Grantor(s): [City of Shoreline]
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: [Portion of Tract 2 in Block 3 & Portions of Tracts 3-4 & 13-16 in Block 4, Volume 11 of Plats, Page 72]
Assessor’s Tax Parcel No(s): [2881700590]
ROW No(s): [LL168.1 (TCE1)]

[City of Shoreline, a Washington municipal corporation], (“Grantor”), is the owner of real property located in the City of [Shoreline] commonly known as [15401 1st Avenue NE, 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 utilities, utility connections; to re-grade slopes and make cuts and fills to match new street grade, sidewalks,; and parking lot or park fence 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

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 **TWELVE (12)** 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 days prior written notice of the Grantor.

5. Payment for Easement. Grantee will pay Grantor **THREE THOUSAND TWO HUNDRED and 00/100ths Dollars (\$3,200.00)** upon recording of this Easement. If Grantee requires additional use past the Construction Period, Grantee will pay **TWO HUNDRED SIXTY FOUR and 00/100ths Dollars (\$264.00)** per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

EXHIBIT "A"

R/W No. LL-168.1
 PIN 2881700590
 CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

PARCEL 1:

THE SOUTH 165 FEET OF TRACT 3; AND TRACT 4, EXCEPT THE SOUTH 180 FEET THEREOF; ALL IN BLOCK 4 OF 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 WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR MERIDIAN AVENUE, BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2884689 AND 2884692.

PARCEL 2:

THAT PORTION OF TRACT 2, IN BLOCK 3 OF 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, LYING WESTERLY OF PRIMARY STATE HIGHWAY No. 1, SEATTLE FREEWAY, E. 145TH STREET TO E. 200TH STREET, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 588865; EXCEPT THE WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 2307202.

PARCEL 3:

TRACTS 15 AND 16 IN BLOCK 4 OF 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 THAT PORTION LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 40 FEET WESTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE RELOCATED 1ST AVENUE NORTHEAST SURVEY LINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY, EAST 145TH STREET TO EAST 200TH STREET, CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 5464938; AND EXCEPT THAT PORTION OF SAID TRACT 16, AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 16, WHICH IS 272.50 FEET EAST FROM THE NORTHWEST CORNER OF SAID TRACT 16; THENCE EASTERLY ALONG SAID NORTH LINE TO INTERSECT THE WESTERLY MARGIN OF RELOCATED 1ST AVENUE NORTHEAST AS ESTABLISHED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 5483419, IN KING COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE INTERSECTION OF THE EASTERLY PROJECTION OF THAT CERTAIN LINE 118.26 FEET IN LENGTH AS DESCRIBED IN A DEED RECORDED UNDER AUDITOR'S FILE NO. 4312110, IN KING COUNTY, WASHINGTON; THENCE WEST ALONG SAID CERTAIN LINE AND EASTERLY PROJECTION TO THAT CERTAIN POINT REFERRED TO AS THE TRUE POINT OF BEGINNING IN DESCRIBING THAT CERTAIN TRACT OF LAND AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4312110; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID CERTAIN TRACT, 52.88 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE NORTH 68 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; EXCEPT THE NORTH 10 FEET OF SAID TRACT 16 CONDEMNED FOR NORTH 155TH STREET IN KING COUNTY SUPERIOR COURT CAUSE NO. 118650.

PARCEL 4:

TRACT 13 IN BLOCK 4 OF 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 WEST 30 FEET OF THE SOUTH 60 FEET, CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4066472; AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY FOR 1ST AVENUE NORTHEAST.

PARCEL 5:

TRACT 14 IN BLOCK 4 OF 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 10 FEET THEREOF AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2307201.

EXHIBIT "A" (CONTINUED)

R/W No. LL-168.1
PIN 2881700590
CITY OF SHORELINE, A MUNICIPAL CORPORATION

PARCEL 6:

THAT PORTION OF TRACT 16, BLOCK 4, 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TRACT 15 IN SAID BLOCK 4 WHICH IS 399.05 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID TRACTS 15 AND 16, A DISTANCE OF 513.89 FEET, MORE OR LESS, TO A POINT WHICH IS 130 FEET SOUTHERLY OF THE NORTH LINE OF SAID TRACT 16; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 16 A DISTANCE OF 118.46 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 16 TO THE WESTERLY LINE OF 1ST AVENUE NORTHEAST AS DEEDED TO KING COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2307206, 2383278 AND 2410821, IN KING COUNTY, WASHINGTON;
THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF NORTH 155TH STREET AS CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 118650;
THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT 272.50 FEET EASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE WESTERLY LINE OF SAID TRACT 16;
THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE A DISTANCE OF 68 FEET;
THENCE SOUTHEASTERLY TO THE TRUE POINT OF BEGINNING.

Earl J. Bone 2/19/19

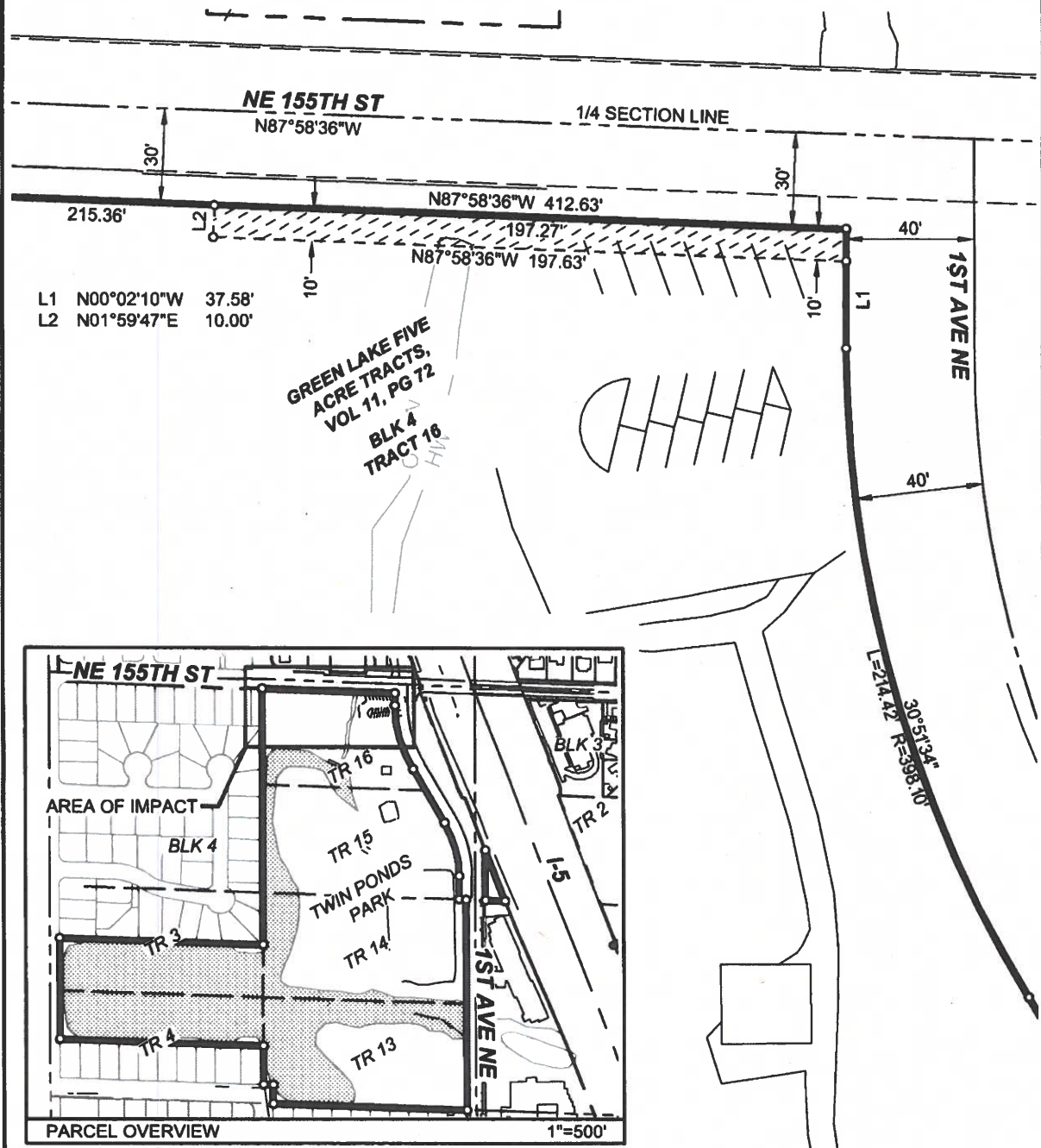
EXHIBIT "B"

R/W No. LL-168.1
PIN 2881700590
CITY OF SHORELINE, A MUNICIPAL CORPORATION

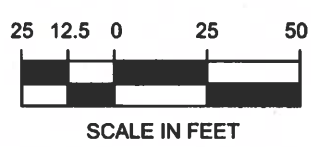
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TEMPORARY CONSTRUCTION EASEMENT

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



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



SHEET 1 OF 2

 SOUNDTRANSIT HNTB Jacobs <small>Trusted design partners</small> L & A LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM		PARCEL AREA: 956,425 SF CONST ESMT: 1,975 SF
		EXHIBIT "C" R/W NO. LL-168.1 PARCEL MAP ASSESSOR NO.: 2881700590 DATE: 02/19/2019 OWNER: CITY OF SHORELINE BLOCK NO.: 3 & 4 LOT NO.: BLK 3 - TR2, BLK 4 TR3,4,13,14,15&16 CITY OF SHORELINE KING COUNTY, WA

WHEN RECORDED RETURN TO:

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

**TEMPORARY CONSTRUCTION EASEMENT
 (SHORT TERM GENERAL CONSTRUCTION – THIRD PARTY UTILITY WORK)**

Grantor(s): [City of Shoreline]

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: [Portion of Tract 2 in Block 3 & Portions of Tracts 3-4 & 13-16 in Block 4, Volume 11 of Plats, Page 72]

Assessor's Tax Parcel No(s): [2881700590]

ROW No(s): [LL168.1 (TCE2)]

[City of Shoreline, a municipal corporation], ("Grantor"), is the owner of real property located in the City of [Shoreline] commonly known as [15401 1st Avenue NE, Shoreline, WA], 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 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 construction (which may include, but not be limited to: utilities and utility connections) ("Grantee's Work"). When deemed necessary by Grantee, 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 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 convenient 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 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 ~~SIX~~ **(6)** 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 days prior written notice to the Grantor.

5. Payment for Easement. Grantee shall pay Grantor **ONE THOUSAND SIX HUNDRED and 00/100ths Dollars (\$1,600.00)** upon recording of this Easement. If Grantee requires additional use past the Construction Period, Grantee will pay **TWO HUNDRED SIXTY FOUR and 00/100ths Dollars (\$264.00)** per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

6. 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.

7. 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.

8. 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 Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to 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 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.

9. 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.

10. 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: _____

EXHIBIT "A"

R/W No. LL-168.1
 PIN 2881700590
 CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

PARCEL 1:

THE SOUTH 165 FEET OF TRACT 3; AND TRACT 4, EXCEPT THE SOUTH 180 FEET THEREOF; ALL IN BLOCK 4 OF 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 WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR MERIDIAN AVENUE, BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2884689 AND 2884692.

PARCEL 2:

THAT PORTION OF TRACT 2, IN BLOCK 3 OF 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, LYING WESTERLY OF PRIMARY STATE HIGHWAY No. 1, SEATTLE FREEWAY, E. 145TH STREET TO E. 200TH STREET, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 588865; EXCEPT THE WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 2307202.

PARCEL 3:

TRACTS 15 AND 16 IN BLOCK 4 OF 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 THAT PORTION LYING EASTERLY OF A LINE DRAWN PARALLEL WITH AND 40 FEET WESTERLY, WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE RELOCATED 1ST AVENUE NORTHEAST SURVEY LINE OF PRIMARY STATE HIGHWAY NO. 1, SEATTLE FREEWAY, EAST 145TH STREET TO EAST 200TH STREET, CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 5464938; AND EXCEPT THAT PORTION OF SAID TRACT 16, AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT 16, WHICH IS 272.50 FEET EAST FROM THE NORTHWEST CORNER OF SAID TRACT 16; THENCE EASTERLY ALONG SAID NORTH LINE TO INTERSECT THE WESTERLY MARGIN OF RELOCATED 1ST AVENUE NORTHEAST AS ESTABLISHED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 5483419, IN KING COUNTY, WASHINGTON; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN TO THE INTERSECTION OF THE EASTERLY PROJECTION OF THAT CERTAIN LINE 118.26 FEET IN LENGTH AS DESCRIBED IN A DEED RECORDED UNDER AUDITOR'S FILE NO. 4312110, IN KING COUNTY, WASHINGTON; THENCE WEST ALONG SAID CERTAIN LINE AND EASTERLY PROJECTION TO THAT CERTAIN POINT REFERRED TO AS THE TRUE POINT OF BEGINNING IN DESCRIBING THAT CERTAIN TRACT OF LAND AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4312110; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID CERTAIN TRACT, 52.88 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE NORTH 68 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; EXCEPT THE NORTH 10 FEET OF SAID TRACT 16 CONDEMNED FOR NORTH 155TH STREET IN KING COUNTY SUPERIOR COURT CAUSE NO. 118650.

PARCEL 4:

TRACT 13 IN BLOCK 4 OF 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 WEST 30 FEET OF THE SOUTH 60 FEET, CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4066472; AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY FOR 1ST AVENUE NORTHEAST.

PARCEL 5:

TRACT 14 IN BLOCK 4 OF 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 10 FEET THEREOF AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2307201.

EXHIBIT "A" (CONTINUED)

R/W No. LL-168.1
PIN 2881700590
CITY OF SHORELINE, A MUNICIPAL CORPORATION

PARCEL 6:

THAT PORTION OF TRACT 16, BLOCK 4, 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, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF TRACT 15 IN SAID BLOCK 4 WHICH IS 399.05 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND RUNNING THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID TRACTS 15 AND 16, A DISTANCE OF 513.89 FEET, MORE OR LESS, TO A POINT WHICH IS 130 FEET SOUTHERLY OF THE NORTH LINE OF SAID TRACT 16; THENCE WESTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 16 A DISTANCE OF 118.46 FEET TO THE TRUE POINT OF BEGINNING;
THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 16 TO THE WESTERLY LINE OF 1ST AVENUE NORTHEAST AS DEEDED TO KING COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2307206, 2383278 AND 2410821, IN KING COUNTY, WASHINGTON;
THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF NORTH 155TH STREET AS CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 118650;
THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT 272.50 FEET EASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE WESTERLY LINE OF SAID TRACT 16;
THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE A DISTANCE OF 68 FEET;
THENCE SOUTHEASTERLY TO THE TRUE POINT OF BEGINNING.

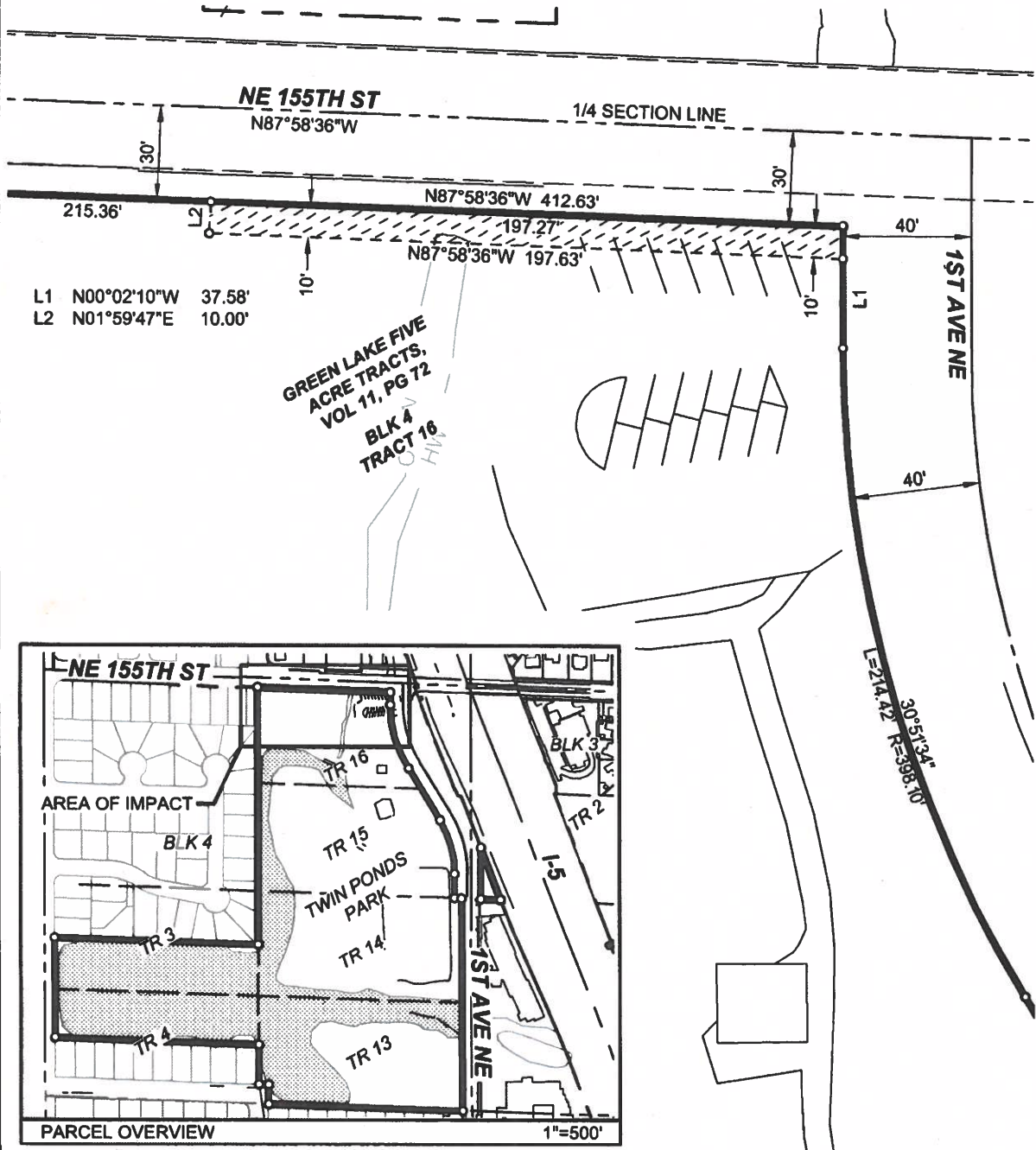
EXHIBIT "B"

R/W No. LL-168.1
PIN 2881700590
CITY OF SHORELINE, A MUNICIPAL CORPORATION

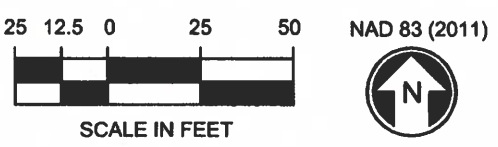
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TEMPORARY CONSTRUCTION EASEMENT

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



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



TEMP CONST ESMT

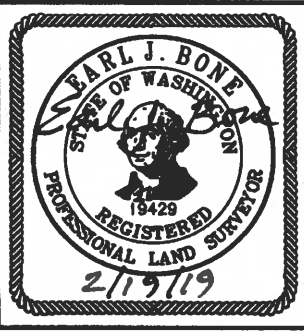
SHEET 1 OF 2

SOUNDTRANSIT

HNTB Jacobs Trusted design partners

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 956,425 SF	CONST ESMT: 1,975 SF
EXHIBIT "C"	
R/W NO. LL-168.1 PARCEL MAP	
ASSESSOR NO.: 2881700590	DATE: 02/19/2019
OWNER: CITY OF SHORELINE	
BLOCK NO.: 3 & 4	LOT NO.: BLK 3 - TR2, BLK 4 TR3,4,13,14,15&16
CITY OF SHORELINE KING COUNTY, WA	

WHEN RECORDED RETURN TO:

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

ELECTRICAL AND COMMUNICATIONS EASEMENT

Grantor(s): City of Shoreline
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Portion of Tract 2 in Block 3 & Portions of Tracts 3-4 & 13-16 in Block 4, Volume 11 of Plats, Page 72.
Assessor's Tax Parcel No(s): 2881700590
ROW No(s): LL168.1

City of Shoreline, a municipal corporation ("Grantor") is the owner of real property located in the City of Shoreline, commonly known as Twin Ponds Park, 15401 1st Avenue NE, Shoreline, WA 98155, and more particularly described in the legal description attached as Exhibit "A", ("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 electrical and communications 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 improvements located in the Easement Area, for purposes of electrical and communications work including, but not limited to, the construction, operation, inspection, maintenance, replacement, improvement, removal and use of electrical and communication systems, which will include, but not be limited to vaults, conduits, and handholes ("Work").

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.** 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.

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

EXHIBIT "A"

R/W No. LL-168.1
 PIN 2881700590
 CITY OF SHORELINE, A MUNICIPAL CORPORATION

Grantor's Parcel:

PARCEL 1:

THE SOUTH 165 FEET OF TRACT 3; AND TRACT 4, EXCEPT THE SOUTH 180 FEET THEREOF; ALL IN BLOCK 4 OF 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 WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR MERIDIAN AVENUE, BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2884689 AND 2884692.

PARCEL 2:

THAT PORTION OF TRACT 2, IN BLOCK 3 OF 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, LYING WESTERLY OF PRIMARY STATE HIGHWAY No. 1, SEATTLE FREEWAY, E. 145TH STREET TO E. 200TH STREET, CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 588865; EXCEPT THE WEST 10 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD UNDER AUDITOR'S FILE NO. 2307202.

PARCEL 3:

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PARCEL 4:

TRACT 13 IN BLOCK 4 OF 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 WEST 30 FEET OF THE SOUTH 60 FEET, CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4066472; AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE RIGHT OF WAY FOR 1ST AVENUE NORTHEAST.

PARCEL 5:

TRACT 14 IN BLOCK 4 OF 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 10 FEET THEREOF AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2307201.

EXHIBIT "A" (CONTINUED)

R/W No. LL-168.1
PIN 2881700590
CITY OF SHORELINE, A MUNICIPAL CORPORATION

PARCEL 6:

THAT PORTION OF TRACT 16, BLOCK 4, 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, DESCRIBED AS FOLLOWS:

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THENCE EASTERLY PARALLEL WITH THE NORTHERLY LINE OF SAID TRACT 16 TO THE WESTERLY LINE OF 1ST AVENUE NORTHEAST AS DEEDED TO KING COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 2307206, 2383278 AND 2410821, IN KING COUNTY, WASHINGTON;
THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF NORTH 155TH STREET AS CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 118650;
THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT 272.50 FEET EASTERLY OF THE INTERSECTION OF SAID SOUTHERLY LINE WITH THE WESTERLY LINE OF SAID TRACT 16;
THENCE SOUTHERLY PARALLEL WITH SAID WESTERLY LINE A DISTANCE OF 68 FEET;
THENCE SOUTHEASTERLY TO THE TRUE POINT OF BEGINNING.

Earl J. Bone 2/19/19

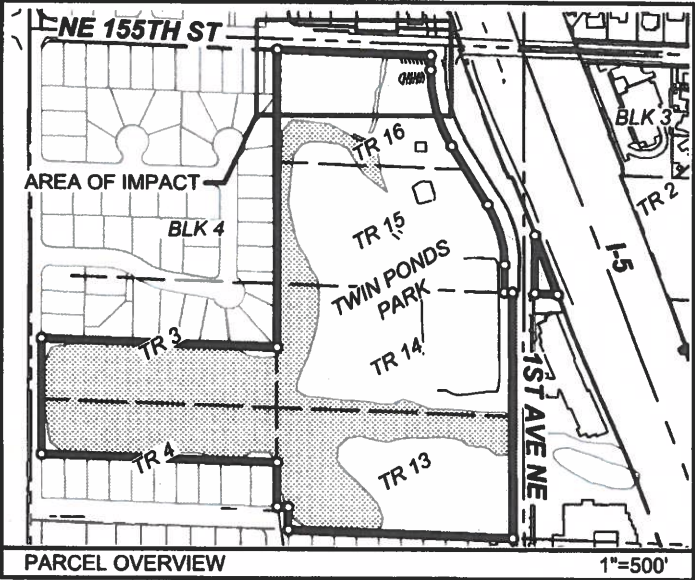
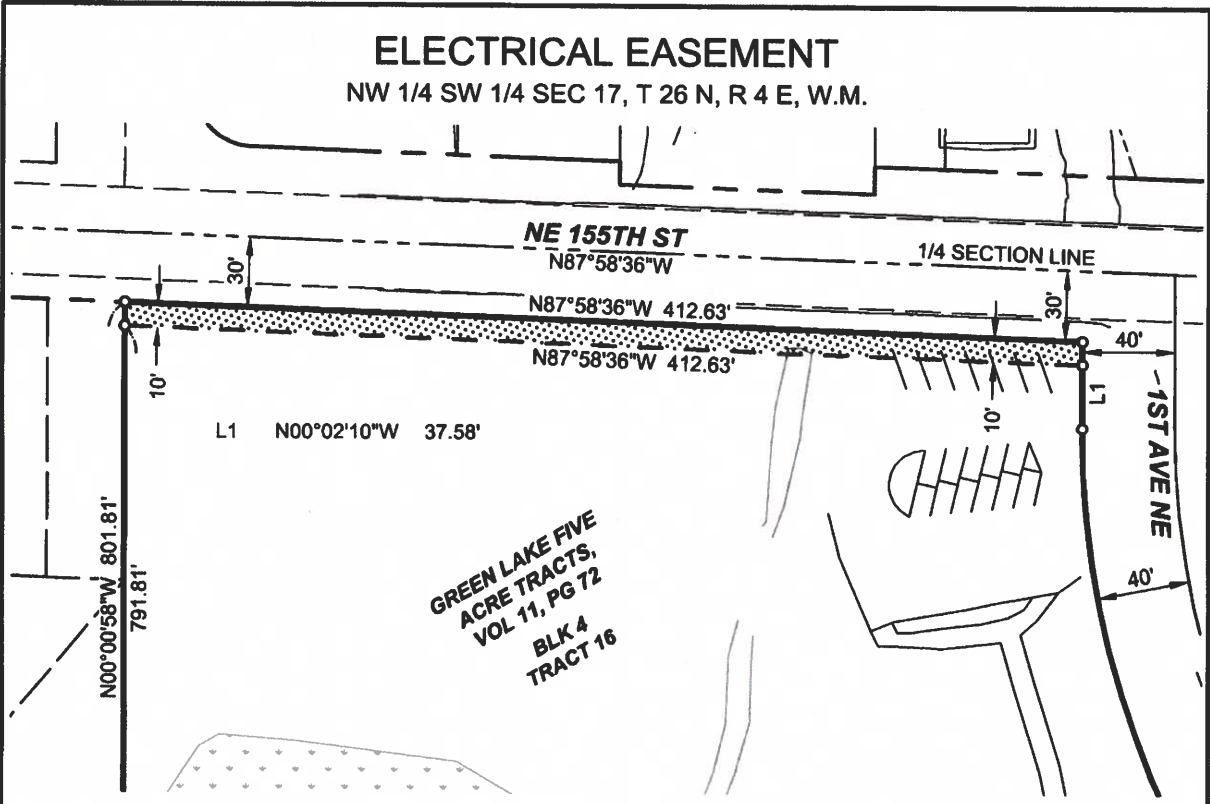
EXHIBIT "B"

R/W No. LL-168.1
PIN 2881700590
CITY OF SHORELINE, A MUNICIPAL CORPORATION

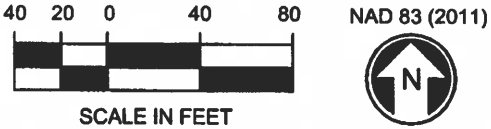
Electrical Easement Area Acquired by Grantee:

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

THE NORTH 10 FEET OF GRANTOR'S PARCEL.
CONTAINING 4,127 SQUARE FEET, MORE OR LESS.



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



PERMANENT ESMT

NOTE: PARCEL AREA IS TAKEN FROM COUNTY ASSESSOR RECORDS.

SHEET 2 OF 2

SOUNDTRANSIT

HNTB Jacobs TRUSTED DESIGN PARTNER

L & A LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 956,425 SF	ELECTRICAL ESMT: 4,127 SF
EXHIBIT "C"	
R/W NO. LL-168.1 PARCEL MAP	
ASSESSOR NO.: 2881700590	DATE: 02/19/2019
OWNER: CITY OF SHORELINE	
BLOCK NO.: 3 & 4	LOT NO.: BLK 3 - TR2, BLK 4 TR3,4,13,14,15&16
CITY OF SHORELINE KING COUNTY, WA	