Council Meeting Date: July 22, 2019	Agenda Item: 7(e)

CITY COUNCIL AGENDA ITEM

CITY OF SHORELINE, WASHINGTON

Authorizing the City Manager to Execute the Revised Temporary Construction Easements for Ridgecrest and Ronald Bog Parks and			
the Revised Ridgecrest Park Memorandum of Possession and Use			
Agreement and Administrative Possession and Use Agreement with Sound Transit			
City Manager's Office			
Juniper Nammi, Sound Transit Project Manger			
Ordinance Resolution X Motion			
Discussion Public Hearing			

PROBLEM/ISSUE STATEMENT:

City Council authorized the City Manager to execute specific easements and to finalize and execute specific agreements and deeds for proposed Lynnwood Link Extension (LLE) light rail project impacts to Ridgecrest Park on June 24, 2019. Additionally, Council authorized the City Manager to execute a permanent conservation easement for the proposed LLE Project wetland mitigation site at Ronald Bog Park on June 25, 2018. During finalization of the Ridgecrest Park Memorandum of Possession and Use Agreement and the Administrative Possession and Use Agreement Sound Transit determined that a Property Exchange Agreement would be needed to provide clear documentation of the compensation being provided to the City in exchange for the easements and fee acquisition needed for the LLE Project. Also, the procedures governing Sound Transit's property acquisition necessitate that payment or escrow deposit of payment for the acquisitions be made before the deeds and easements are executed. As such, Sound Transit determined that additional substantive revisions needed to be made to the Temporary Construction Easements for both Ridgecrest Park and Ronald Bog Park documents. City Council authorization of the revised easements and agreements is needed before they can be executed by the City Manager.

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

- Ridgecrest Park Memorandum of Possession and Use Agreement (Attachment A)
- Administrative Possession and Use Agreement (Attachment B)
- Ridgecrest Park Temporary Construction Easement (Attachment C)
- Ronald Bog Park Temporary Construction Easement (Attachment D)

RESOURCE/FINANCIAL IMPACT:

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of property and improvement replacement compensation cannot be transferred to the City until

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construction of the replacement improvements is completed. Exact value of the land and improvements has not been provided, however the market value of the temporary and permanent easements (excluding the land and improvement impacts) was determined to be \$354,400. An escrow deposit in the amount of \$354,400 will be made pending negotiation of a Property Transfer Agreement and final conveyance of the property and improvement replacement.

Sound Transit will compensate the City one hundred nine thousand dollars and zero cents (\$109,000.00) for the Ronald Bog Temporary Construction Easement. This revenue is not budgeted at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the revised Ridgecrest Park Temporary Construction Easement, revised Ridgecrest Park Memorandum of Possession and Use Agreement and Administrative Possession and Use Agreement, and revised Ronald Bog Temporary Construction Easement as necessary for the Lynnwood Link Extension Project (Attachments A, B, C and D).

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

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BACKGROUND

City Council reviewed proposed impact to Ridgecrest park due to Sound Transit's Lynnwood Link Extension Light Rail Project (LLE Project) on June 24, 2019, and authorized execution of the required temporary and permenant easements for these impacts as well as authorizing finalization and execution of the applicable deed and agreements necessary. Council also authorized execution of a permenant conversation easement over a portion of Ronald Bog Park for Sound Transit's proposed wetland mitigation site related to the LLE project on June 25, 2018. A link to the staff reports from these meetings are provided below.

- June 24, 2019
 http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/20

 19/staffreport062419-7i.pdf
- June 25, 2018 http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/20 18/staffreport062518-7c.pdf

DISCUSSION

Sound Transit identified an important issue with the Ridgecrest Park Possession and Use Memorandum and Agreement documents during the finalization process, following Council's June 24th authorization for these documents. The rules and regulations that govern Sound Transit acquisition of properties for light rail construction require that compensation for easements and fee land acquisitions be clearly documented and legally binding and compensation needs to be provided to the owner prior to execution of the documents transferring the needed property rights. They determined that the concurrence letter referenced in the Possession and Use agreement did not meet their legal obligations for property acquisition compensation.

As a result, revisions agreed to for the Possession and Use Memorandum and Agreement as well as the Temporary Construction Easement for Ridgecrest Park were more substantive than authorized June 24, 2019. Additionally, Sound Transit realized that compensation for the Temporary Construction Easement at Ronald Bog was not adequately documented and provided in advance of execution of the agreement.

Ridgecrest Park Agreement and Easement Revisions

Staff have worked with Sound Transit to revise and finalized the Possession and Use Memorandum and Agreement documents for Ridgecrest Park as authorized by City Council. However, the revisions are more substantive than was authorized on June 24, 2019. Additionally, revisions to the Temporary Construction Easement were also identified as necessary to meet Sound Transit's property acquisition requirements.

The Memorandum of Possession and Use Agreement (Attachment A) was revised to identify that the subject parcels are commonly referred to as Ridgecrest park and to

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specifically reference and include exhibits of all the property interests needed for the project.

The Ridgecrest Park Possession and Use Agreement (Attachment B) was revised to specifically identify and exhibit the property interests that Sound Transit needs to acquire for the LLE project. Additionally, language was added identifying the appraised value of these property interests and requiring that the amount be put into escrow as deposit towards compensation for these property interests. The appraised value of the property interests needed for the LLE project are as follows:

•	Subsurface Anchor Easement	\$	52,422.00
•	Sewer Utility Easement	\$	7,087.00
•	Wall Maintenance Easement	\$	72,491.00
•	Temporary Construction Easement (Att. C)	\$ <u>2</u>	222,400.00

Total Just Compensation (Rounded) \$354,400.00

Fee acquisition of land and the replacement value of impacted improvements are not itemized in the compensation value determined in the appraisal. The proposed escrow amount will be three hundred fifty-four thousand four hundred dollars and zero cents (\$354,400.00) based on the total of the above compensation amounts for the easements.

Finally, the agreement specifies that the parties have agreed to negotiate and execute a written property exchange agreement to document the terms of the property and improvement compensation that Sound Transit and the City agreed to through the nonbinding concurrence letter (provided with the June 24, 2019, staff report). The Possession and Use Agreement will remain in effect and the deposit will stay in escrow until final deeds and easements are recorded to title transferring properties and improvements between Sound Transit and the City consistent with the planned Property Exchange Agreement.

The Ridgecrest Park Temporary Construction Easement (Attachment C) was revised to specify the monetary compensation value of this property interest as appraised at two hundred twenty-two thousand four hundred and zero cents (\$222,400.00). Since the property will be subject to the Possession and Use Agreement this included in the amount to be deposited to escrow and the pending Property Exchange Agreement can document that the City is accepting in-kind consideration in lieu of the monetary compensation set for in this TCE document.

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

- Memorandum of Possession and Use Agreement (Attachment A)
- Administrative Possession and Use Agreement (Attachment B)
- Temporary Construction Easement (Attachment C)

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Ronald Bog Park Temporary Construction Easement

The Permenant Construction Easement compensation is clearly documented as the trail and educational signage improvements in the design as well as the public benefit of the wetland mitigation work through environmental services provided by the improved wetland. However, compensation for the park closure to the public and use of the park by Sound Transit for the duration of construction was not clearly tied to the improvement compensation and public benefits in the required Temporary Construction Easement for Ronald Bog (Attachment D). This document was not previously brought before City Council for authorization because financial compensation was not specified, and the project authorization was tide to the permenant Conservation Easement for the mitigation area.

Sound Transit now proposes to pay the City one hundred and nine thousand dollars and zero cents (\$109,000.00) as compensation for the Ronald Bog Park Temporary Construction Easement based on their appraisal. Monetary compensation is simpler and more expedient for Sound Transit than determining if the value of the construction easement is adequately compensated by the improvements and public benefits and then negotiating unique revisions to the easement or a separate agreement to document. The wetland mitigation work needs to be completed in Ronald Bog Park this year to meet Special Use Permit conditions so a delay for agreement negotiations is not a viable alternative.

To allow for this LLE Project wetland mitigation project to occur at Ronald Bog Park, Council is being requested to authorize the City Manager to execute the following revised easement:

Ronald Bog Park Temporary Construction Easement (Attachment D)

Additional Agreement

Staff will continue to work with Sound Transit to negotiate the specified Property Exchange Agreement to document and formalize the property and improvement compensation as agreed by concurrence letter. This agreement will be brought to Council for authorization later this year.

COUNCIL GOAL(S) ADDRESSED

Authorization to execute these temporary and permanent agreements and easements would support the 2019-2021 <u>Council Goal 3</u> – Continued preparation for regional mass transit in Shoreline. The park mitigation and required frontage improvements facilitated by these agreements and easements also support <u>Council Goal 2</u> - Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment. The LLE project will provide an incremental step towards implementation of the PROS and Transportation Master Plans with construction of improvements that contribute to the Trail Along the Rail and the Ridgecrest Park Master Plan construction.

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RESOURCE/FINANCIAL IMPACT

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of property and improvement replacement Compensation cannot be transferred to the City until construction of the replacement improvements is completed. Exact value of the land and improvements has not been provided, however the market value of the temporary and permanent easements (excluding the land and improvement impacts) was determined to be \$354,400. An escrow deposit in the amount of \$354,400 will be made pending negotiation of a Property Transfer Agreement and final conveyance of the property and improvement replacement.

Sound Transit will compensate the City one hundred nine thousand dollars and zero cents (\$109,000.00) for the Ronald Bog Temporary Construction Easement. This revenue is not budgeted at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the revised Ridgecrest Park Temporary Construction Easement, revised Ridgecrest Park Memorandum of Possession and Use Agreement and Administrative Possession and Use Agreement, and revised Ronald Bog Temporary Construction Easement as necessary for the Lynnwood Link Extension Project (Attachments A, B, C and D).

ATTACHMENTS

ATTACHMENT A – Memorandum of Possession and Use Agreement

ATTACHMENT B - Administrative Possession and Use Agreement

ATTACHMENT C – Ridgecrest Park Temporary Construction Easement

ATTACHMENT D – Ronald Bog Park Temporary Construction Easement

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WHEN RECORDED RETURN TO:

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

ROW No.: LL180 & LL181

MEMORANDUM OF POSSESSION AND USE AGREEMENT

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of Lot 3, Block 2, Volume 11 of Plats, Page

72; and Portion of Lots 9&10, Block 1, Volume 57 of

Plats, Page 57.

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

ROW No(s): LL180 & LL181

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.** <u>Property.</u> Owner is the owner of certain real property located in **Shoreline**, Washington, **King** County Tax Parcel Nos. 2111600046 & 2881700193, and having an address of 108 NE 161st Street, Shoreline, Washington 98155 and commonly referred to as Ridgecrest Park (the "Property"). The Property is legally described in **Exhibit A** hereto.
- 2. <u>Project</u>. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. **R2017-19** to acquire the Property for its Lynnwood Link light rail project and its related facilities (the "Project").
- **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 interests described and depicted on Exhibit(s) B-F hereto. Sound Transit shall be granted legal possession and use of such property interests upon deposit of Sound Transit's offer of just compensation for the property interests into an escrow account for disbursement to the Owner.
- **4.** <u>Term:</u> The term of the Agreement shall run from the date the Agreement is last signed through to the date the property interests transfer to Sound Transit whether by deed, easement, 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.

Memorandum of Administrative Possession and Use Agreement Form approved by Legal 4/9/19 [Last saved by James ChungJuniper Nammi on 4/10/19] Edited 7/17/2019 – City of Shoreline (CAO) (Signatures on following page)

Memorandum of Administrative Possession and Use Agreement
Form approved by Legal 4/9/19
[Last saved by James ChungJuniper Nammi on 4/10/19]
Edited 7/17/2019 – City of Shoreline (CAO)

ROW No.: LL180 & LL181

Dated and signed on this	day of	, 201	
Day Grantor: City of Shoreline, a mur		Month Year	
·	•		
By:			
L. OL M.		<u>—</u>	
Approved as to Form:			
Ву			
Margaret J. King, City Attorney Julie Ainsworth-Taylor, Assistant C	City Attorney		
STATE OF WASHINGTON	} } SS.		
COUNTY OF KING	}		
before me, and said person acknows she is authorized to execute the ir	wledged that she signenstrument and acknow	obie Tarry is the person who appeare ed this instrument, on oath stated that vledged it as the City Manager of th uch party for the uses and purpose	at ie
	Dated:		_
	Signature:		_
	Notary Public in a	and for the State of Washington	
	Notary (print nam	me):	_
	Residing at:		_
	My appointment	expires:	_

Memorandum of Administrative Possession and Use Agreement Form approved by Legal 4/9/19 Last saved by James ChungJuniper Nammi on 4/10/19 Edited 7/17/2019 – City of Shoreline (CAO)

ROW No.: LL180 & LL181

Dated and signed on this day of			, 201
Day		Month	Year
Grantee: Central Puget Sound F	<u> २egional Transit A</u>	<u>Authority</u>	
Ву:			
Its:			
STATE OF WASHINGTON	ì		
OTATE OF WASHINGTON	} SS.		
COUNTY OF KING	}		
I certify that I know or have sati	isfactory evidence	that	
	_ is the person wh	o appeared bef	ore me, and said person
acknowledged that (he/she) signed to execute the instr	d this instrument, or rument and		
			of CENTRAL PUGET
SOUND REGIONAL TRANSIT AU the uses and purposes mentioned			ntary act of such party for
	Dated:		
	Signature:		
	Notary Public	c in and for the	State of Washington
	Notary (print	name):	
	Residing at:		
	My appointm	ent expires:	

ROW No.: LL180 & LL181

Memorandum of Administrative Possession and Use Agreement
Form approved by Legal 4/9/19
[Last saved by James ChungJuniper Nammi on 4/10/19]
Edited 7/17/2019 – City of Shoreline (CAO)

EXHIBIT A

Legal Description of the Premises

Memorandum of Administrative Possession and Use Agreement Form approved by Legal 4/9/19

[Last saved by James ChungJuniper Nammi on 4/10/19]

Edited 7/17/2019 – City of Shoreline (CAO

ROW No.: LL180 & LL181

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

Grantor's Parcel:

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

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

Earl J. Bone 1/10/19
Earl J. Bone PLS.

LL180 Legal.doc

1/9/2019

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

Grantor's Parcel:

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

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

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

Earl J. Bone Mulis

LL181 Legal.doc Earl J. Bone P.L.S.

1/9/2019

Attachment A

EXHIBIT "B"

Fee Acquisition

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

Fee Take Area Acquired by Grantee:

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

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

CONTAINING 481 SQUARE FEET, MORE OR LESS

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

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL:

THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET:

THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;

THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W:

THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET:

THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET;

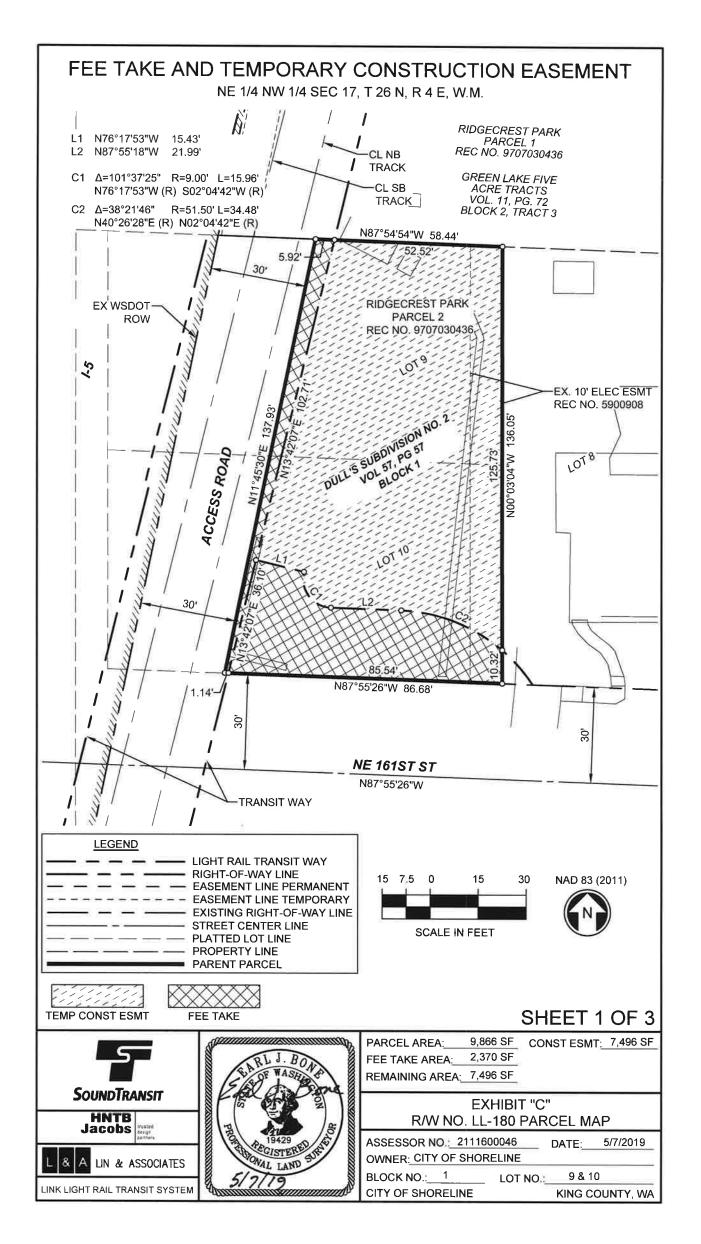
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL: THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

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

Earl J. Bone 5/7/19
Earl J. Bone P.L.S.

7e-15



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

Fee Take Area Acquired by Grantee:

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

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL, (BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON);

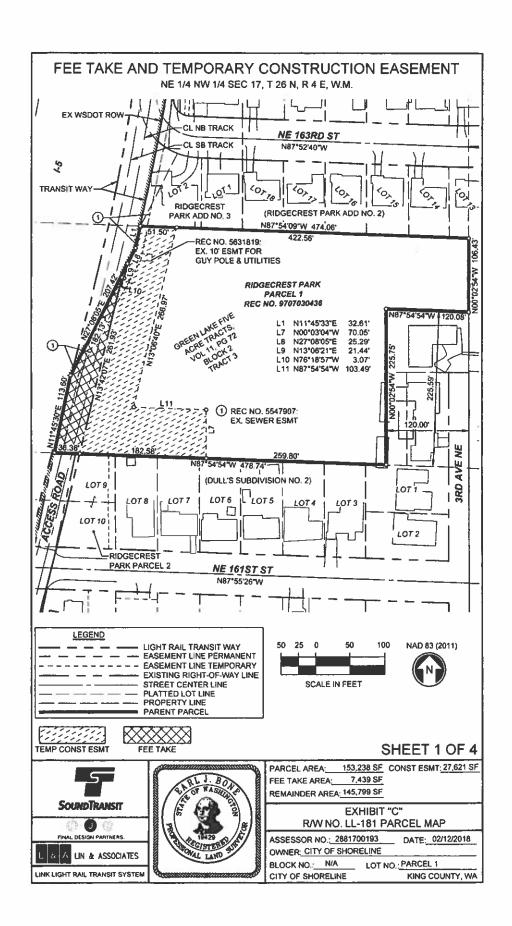
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE N13°42'07"E A DISTANCE OF 261.93 FEET; THENCE S76°18'57"E A DISTANCE OF 3.07 FEET; THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID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

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019



Attachment A

EXHIBIT "C"

Wall Maintenance Easement

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

Wall & Maintenance Easement Area Acquired by Grantee:

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

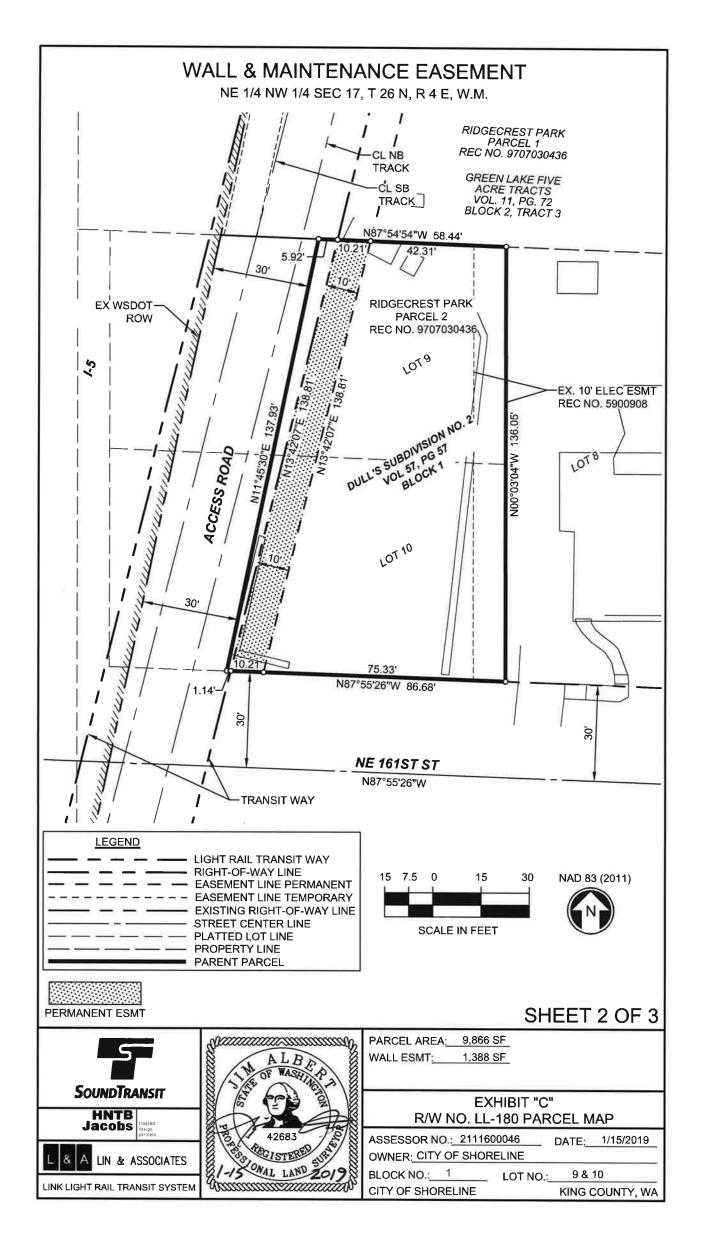
COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF 85.54 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED **LINE**; THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT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

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

CONTAINING 1,388 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

LL180 Legal.doc Earl J. Bone P.L.S. 1/9/2019



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

Wall & Maintenance Easement Area Acquired by Grantee:

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

EAST SIDE LINE:

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 432.17 FEET TO THE **POINT OF BEGINNING**;

THENCE N13°42'07"E A DISTANCE OF 259.87 FEET;

THENCE S76°18'57"E A DISTANCE OF 2.97 FEET;

THENCE N12°59'58"E A DISTANCE OF 79.53 FEET TO THE NORTH LINE OF GRANTOR'S

PARCEL, BEING THE END OF THE HEREIN DESCRIBED EAST SIDE LINE;

WEST SIDE LINE:

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 442.38 FEET TO THE **POINT OF BEGINNING**;

THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;

THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;

THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF GRANTOR'S PARCEL, BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;

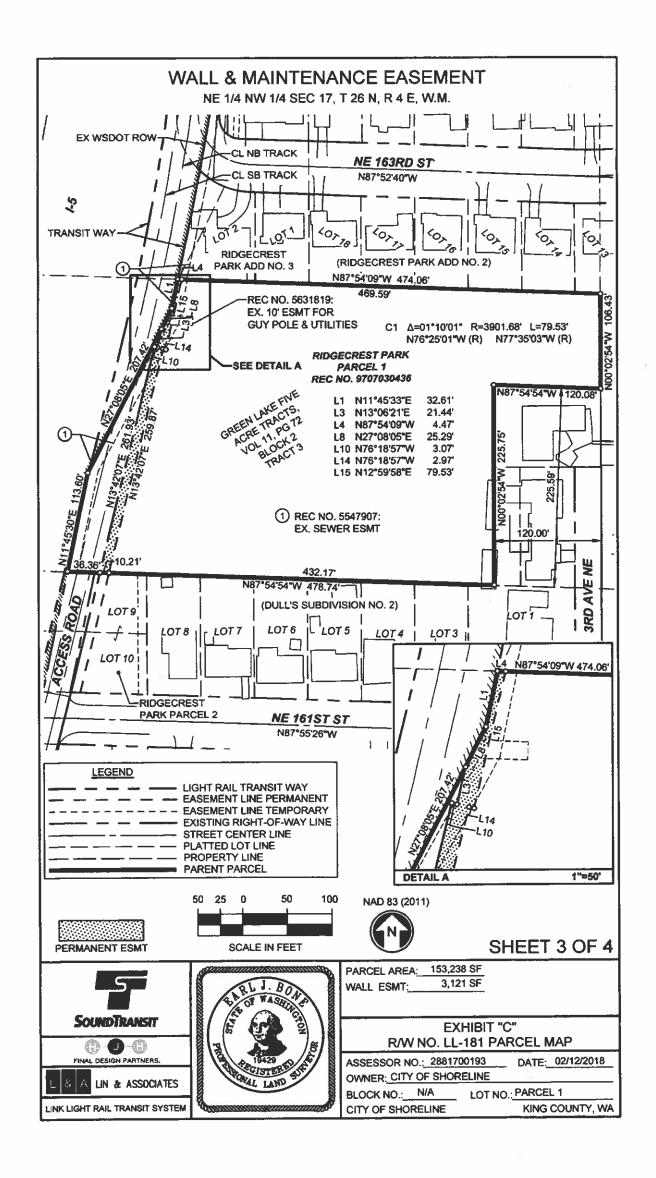
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST CORNER OF GRANTOR'S PARCEL, BEING THE END OF THE HEREIN DESCRIBED WEST SIDE LINE.

CONTAINING 3,121 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019



Attachment A

EXHIBIT "D"

Sewer Utillity Easement

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

Sewer Easement Area Acquired by Grantee:

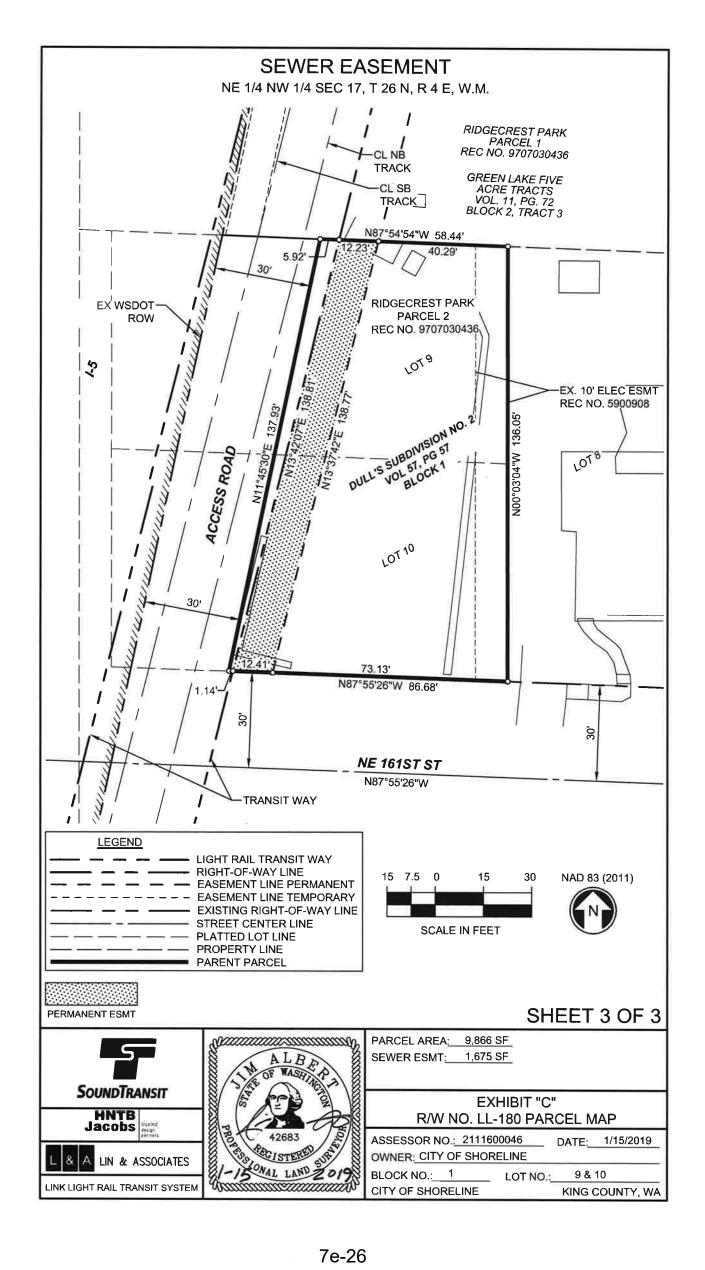
THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") DESCRIBED AS FOLLOWS:

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

CONTAINING 1,675 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

LL180 Legal.doc



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

Sewer Easement Area Acquired by Grantee:

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

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 430.15 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING \$87°54'54"E ALONG SAID LINE A DISTANCE OF 12.23 FEET; THENCE N13°42'07"E A DISTANCE OF 260.87 FEET;

THENCE S76°00'43"E A DISTANCE OF 11.64 FEET TO THE EASTERLY LINE OF THE EXISTING SEWER EASEMENT RECORDED UNDER RECORDING NUMBER 5547907;

THENCE S13°37'42"W A DISTANCE OF 258.35 FEET TO THE POINT OF BEGINNING.

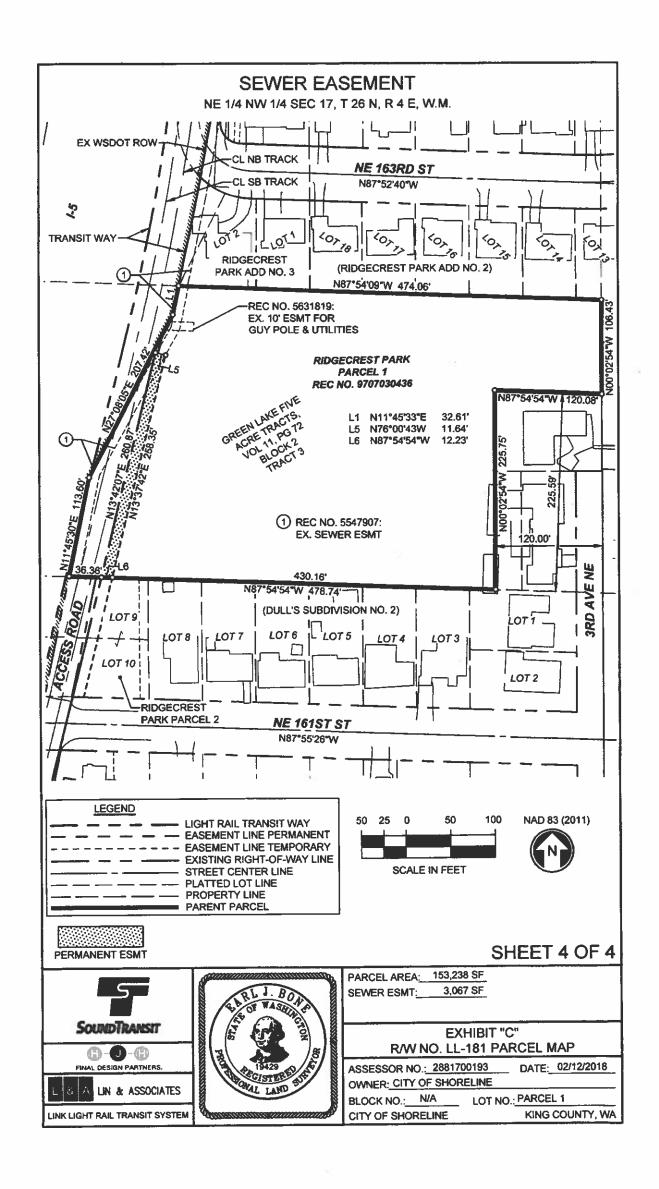
CONTAINING 3,067 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

LL181 Legal.doc

1/9/2019

Earl J. Bone P.L.S.



Attachment A

EXHIBIT "E"

Subsurface Anchors Easement

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

Subsurface Anchor Easement Area Acquired by Grantee:

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

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

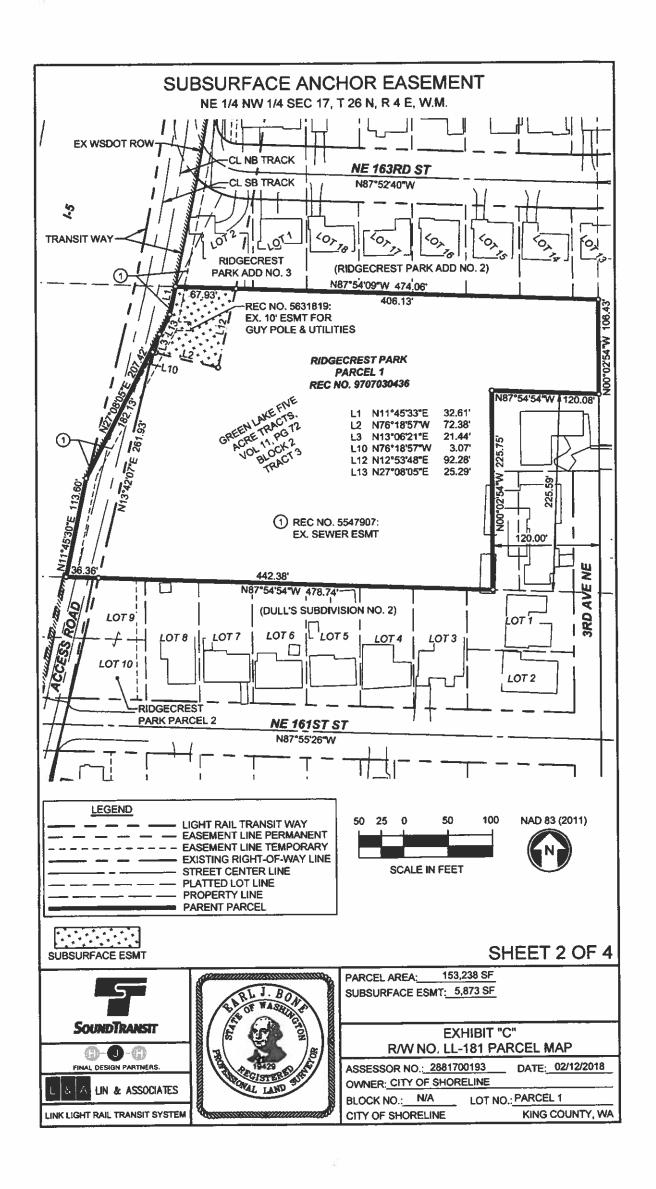
CONTAINING 5,873 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019

LL181 Legal.doc



Attachment A

EXHIBIT "F"

Temporary Construction Easement

EXHIBIT "B" LL180 Easement Area

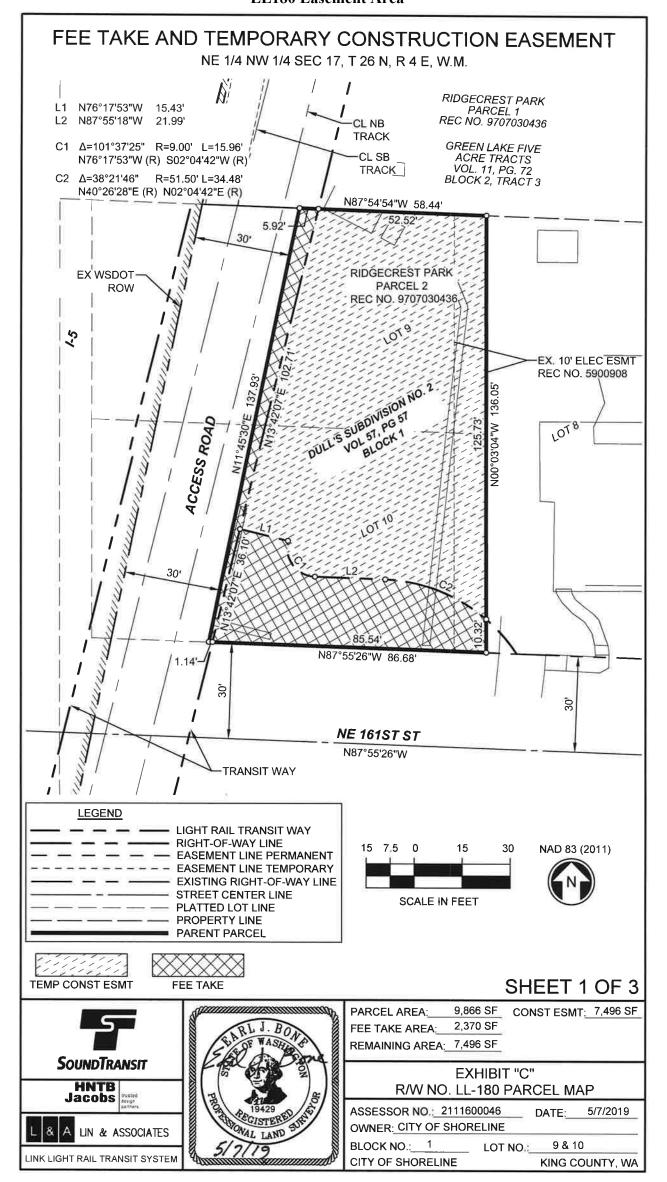
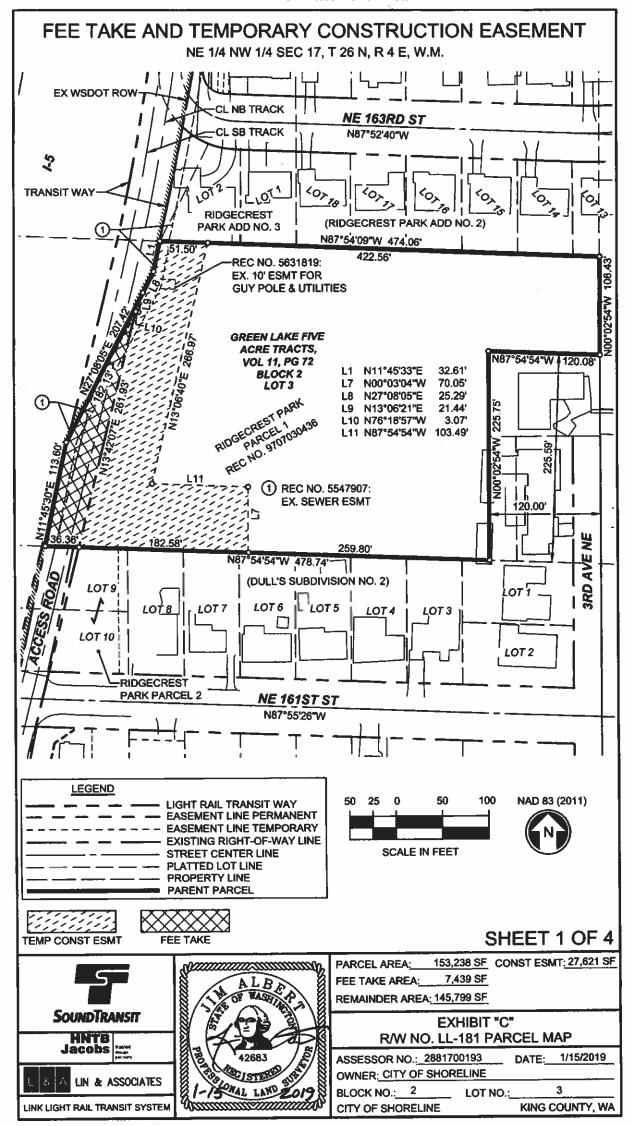


EXHIBIT "B" LL181 Easement Area



ADMINISTRATIVE POSSESSION AND USE AGREEMENT

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

RECITALS

- A. Owner is the owner of certain real property located in **Shoreline** Washington, identified as **King** County Tax Parcel No. **2111600046** & **2881700193** and having an address of 108 NE 161st Street, Shoreline, Washington 98155, and commonly referred to as Ridgecrest Park (the "Property"). The Property is legally described in **Exhibit A** hereto.
- B. Sound Transit is authorized pursuant to Sound Transit Board Resolution No. **R2017-19** to acquire the Property for its **Lynnwood** Link light rail project and its related facilities (the "Project").
- C. Sound Transit intends to acquire from Owner certain property interests on the Property, including: (i) a fee acquisition as described and depicted on **Exhibit B** hereto; (ii) a permanent wall maintenance easement as described and depicted on **Exhibit C** hereto; (iii) a permanent subsurface sewer easement as described and depicted on **Exhibit D** hereto; (iv) a permanent subsurface anchors easement as described and depicted on **Exhibit E** hereto; and (v) a temporary construction easement as described and depicted on **Exhibit F** hereto; (collectively, the "Property Interests").
- D. Sound Transit has offered to purchase the Property Interests for the appraised value of \$354,400; however, the Parties are in agreement that, in lieu of monetary consideration and in exchange for the Property Interests, Sound Transit will provide, subject to Owner's approval, property replacement in-kind and improvements to the Property.
- E. The Parties have agreed to negotiate and execute a written property exchange agreement to memorialize the transaction referenced above. Pending the Parties' negotiations, Owner is willing to deliver immediate possession and use of the Property Interests to Sound Transit in exchange for Sound Transit's deposit into an escrow account of the appraised just compensation figure of \$354,400.

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. <u>Deposit</u>. As soon as practicable after mutual execution of this Agreement but in no event later than **July 30, 2019** (the "Date of Deposit"), Sound Transit shall deposit into an escrow account with Chicago Title Company of Washington (the "Escrow Agent") the sum of **Three-Hundred-Fifty-Four-Thousand Four-Hundred Dollars** (\$354,400) (the "Deposit Amount"), which shall be retained by the Escrow Agent to be disbursed in accordance with joint escrow instructions to be mutually agreed upon by the Parties. Specifically, fulfillment of the

terms of the property exchange agreement referenced in Recital E, above, the Parties shall instruct the Escrow Agent to disburse the Deposit Amount to Sound Transit. In the event the Parties are unable to come to agreement with respect to the contemplated property exchange, the Parties shall instruct the Escrow Agent to disburse the Deposit Amount to Owner. Provided, however, that nothing herein shall be deemed or construed to modify or negate the terms of that certain March 8, 2018, Ridgecrest Park Letter of Concurrence between Owner and Sound Transit. In the event the Deposit Amount is disbursed to Owner, such disbursement shall be a credit against the purchase price for the Property Interests. The disbursement shall be conditioned upon removal of any exceptions listed on Sound Transit's preliminary commitment for title insurance to which Sound Transit objects prior to or upon the Date of Deposit, as further specified in the escrow instructions.

- 2. <u>Use and Possession</u>. 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 Interests. The date of value for the determination of just compensation to be paid for the Property Interests shall be the Date of Deposit. In the event of disbursement of the Deposit Amount to Owner, and in the event Sound Transit commences formal eminent domain proceedings for acquisition of the Property Interests, interest shall be awarded on the difference, if any, between the Deposit Amount and the final award of just compensation for the Property Interests, 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 Interests as determined at trial.
- 3. <u>No Waiver</u>. Execution of this Agreement shall not waive Owner's right to seek compensation for the Property Interests above and beyond the Deposit Amount, 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 consideration to be provided by Sound Transit for the Property Interests. The Parties shall cooperate in negotiating, executing, and delivering any and all 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. <u>Indemnity</u>. 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

with a copy to:

Sound Transit: Real Property Division

401 S. Jackson Seattle, WA 98104

w/ a copy to: Sound Transit Legal Department

401 S. Jackson Seattle, WA 98104

9. Miscellaneous.

- a. **Governing Law; Venue**. This Agreement shall be governed by and in accordance with the laws of the State of Washington. Venue shall be proper in the Superior Court of **King** County.
- b. <u>Merger</u>. 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. <u>Amendment</u>. 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. <u>Successors and Assigns</u>. This Agreement shall run with the land and shall be binding upon the Parties and their respective successors and assigns.
- f. <u>Authority</u>. 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 pubic agency is required to authorize that Party's signature before such signature is binding.
- g. <u>Counterparts</u>. 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:	Approved as to Form
By: Margaret J. King, City Attorney Julie Ainsworth-Taylor, Assistant City Attorney	By: Sound Transit Legal Counsel

Attachment B

EXHIBIT "A"

Legal Description of the Premises

EXHIBIT "A"

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

Grantor's Parcel:

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

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

Earl J. Bone 1/10/19
Earl J. Bone PLS.

1/9/2019

EXHIBIT "A"

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

Grantor's Parcel:

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

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

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

Earl J. Bone 1/10/19

LL181 Legal.doc Earl J. Bone P.L.S.

1/9/2019

Attachment B

EXHIBIT "B"

Fee Acquisition

EXHIBIT "B"

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

Fee Take Area Acquired by Grantee:

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

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

CONTAINING 481 SQUARE FEET, MORE OR LESS

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

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL:

THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET:

THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;

THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W:

THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET:

THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET;

THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL: THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

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

Earl J. Bone 5/7/19
Earl J. Bone P.L.S.
7e-43

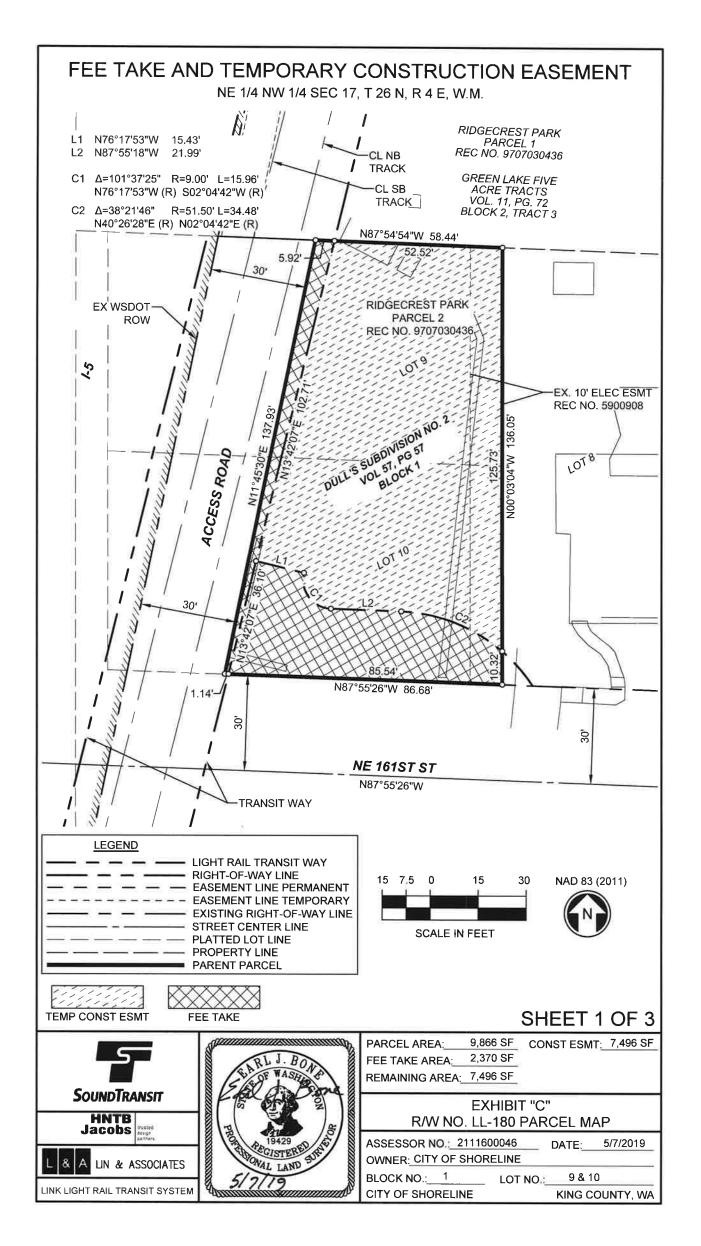


EXHIBIT "B"

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

Fee Take Area Acquired by Grantee:

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

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL, (BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY, WASHINGTON);

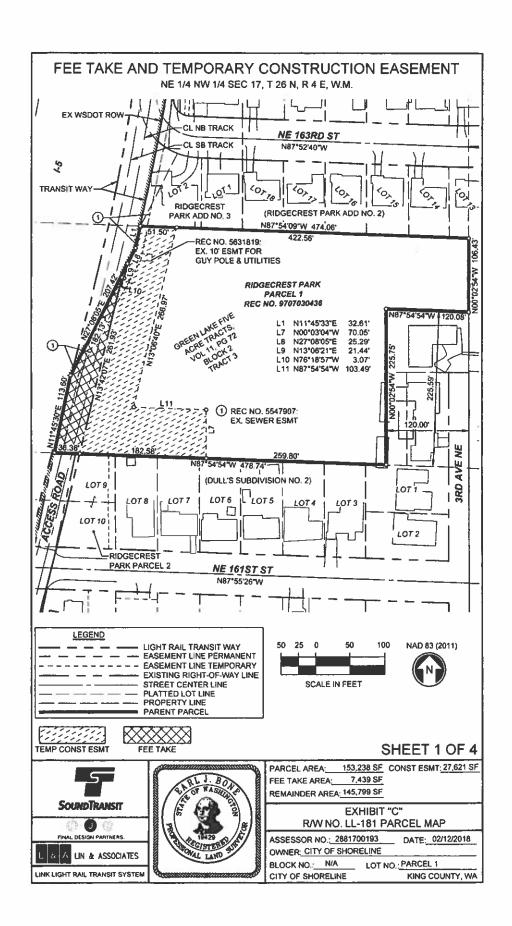
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 442.38 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE N13°42'07"E A DISTANCE OF 261.93 FEET; THENCE S76°18'57"E A DISTANCE OF 3.07 FEET; THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID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

CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019



Attachment B

EXHIBIT "C"

Wall Maintenance Easement

EXHIBIT "B"

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

Wall & Maintenance Easement Area Acquired by Grantee:

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

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

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

CONTAINING 1,388 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

LL180 Legal.doc Earl J. Bone P.L.S. 1/9/2019

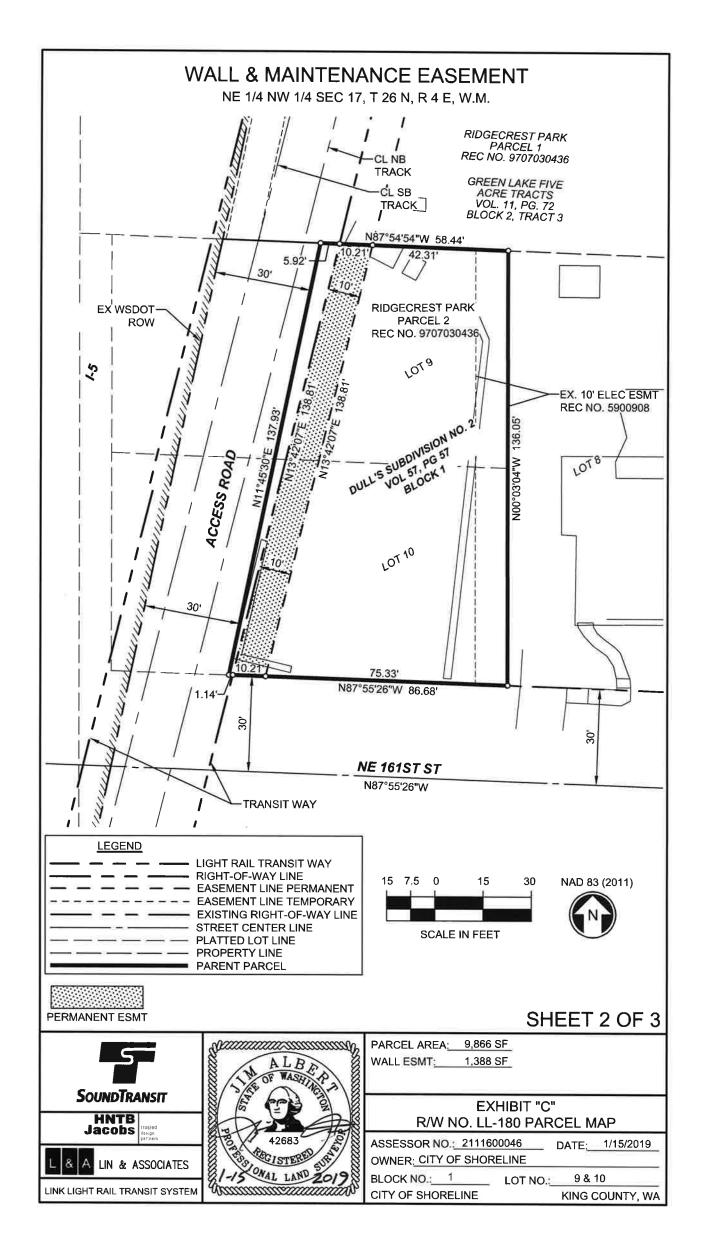


EXHIBIT "B"

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

Wall & Maintenance Easement Area Acquired by Grantee:

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

EAST SIDE LINE:

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 432.17 FEET TO THE **POINT OF BEGINNING**;

THENCE N13°42'07"E A DISTANCE OF 259.87 FEET;

THENCE S76°18'57"E A DISTANCE OF 2.97 FEET;

THENCE N12°59'58"E A DISTANCE OF 79.53 FEET TO THE NORTH LINE OF GRANTOR'S

PARCEL, BEING THE END OF THE HEREIN DESCRIBED EAST SIDE LINE;

WEST SIDE LINE:

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 442.38 FEET TO THE **POINT OF BEGINNING**;

THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;

THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;

THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF GRANTOR'S PARCEL, BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5;

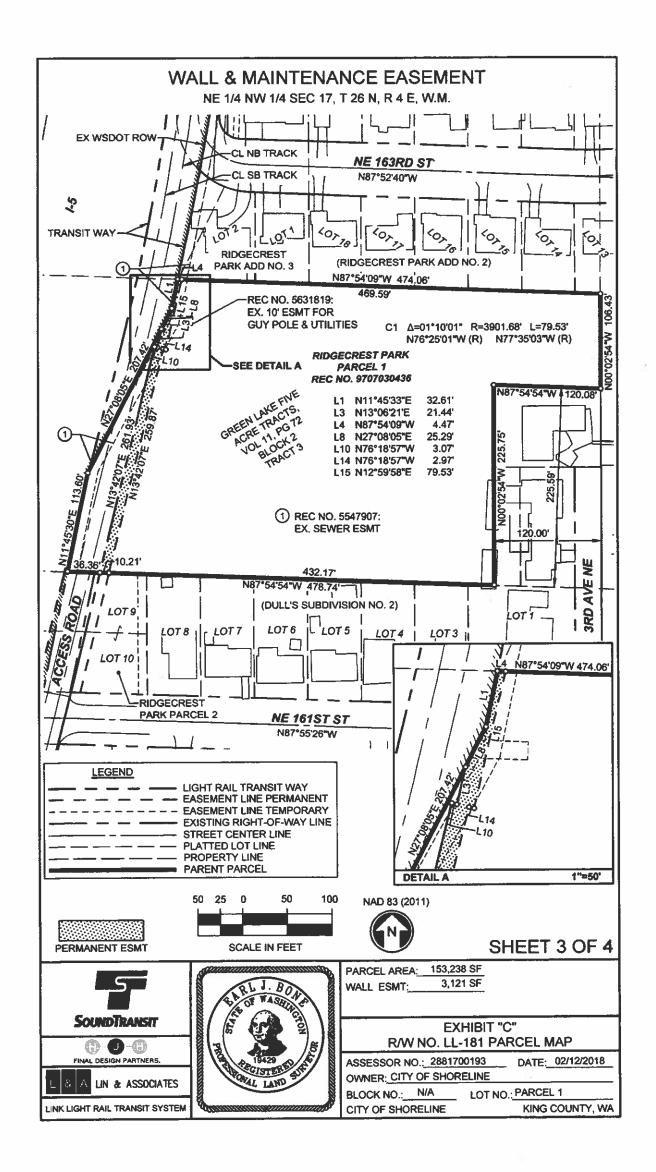
THENCE NORTHERLY ALONG SAID WEST LINE AND MARGIN TO THE NORTHWEST CORNER OF GRANTOR'S PARCEL, BEING THE END OF THE HEREIN DESCRIBED WEST SIDE LINE.

CONTAINING 3,121 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019



Attachment B

EXHIBIT "D"

Sewer Utillity Easement

EXHIBIT "B"

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

Sewer Easement Area Acquired by Grantee:

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

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

CONTAINING 1,675 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

LL180 Legal.doc

1/9/2019

Earl J. Bone P.L.S.

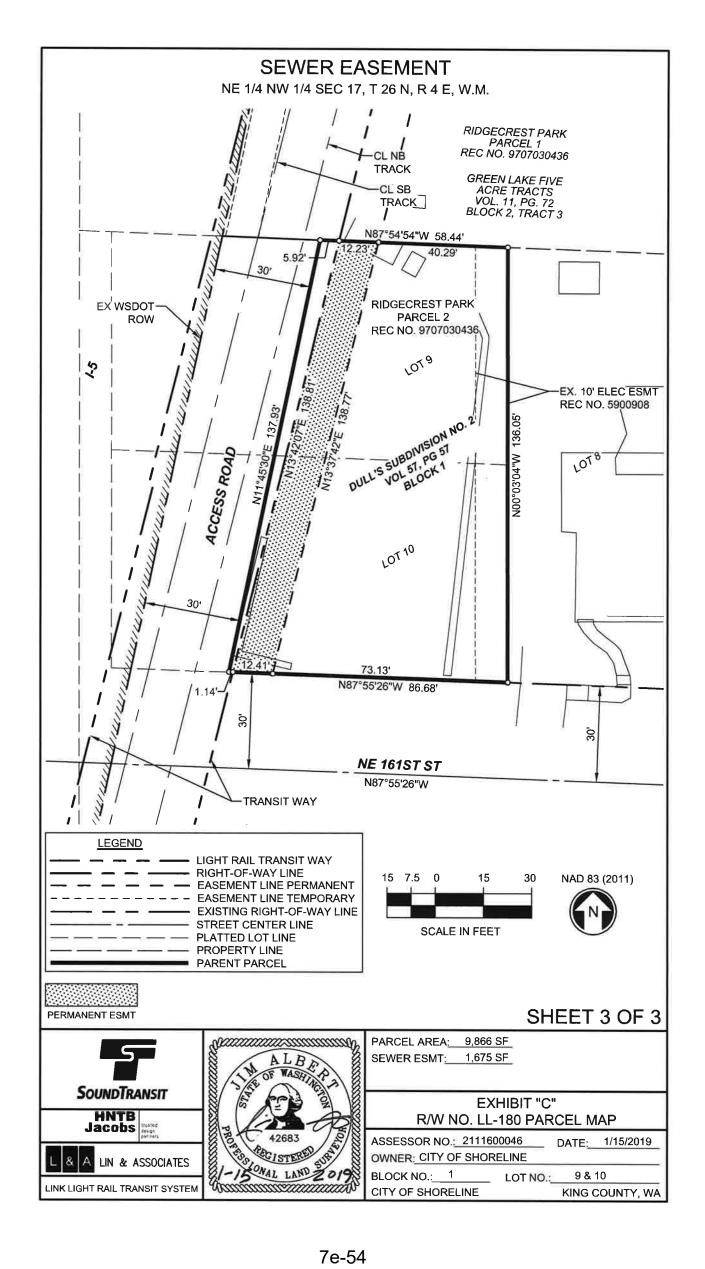


EXHIBIT "B"

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

Sewer Easement Area Acquired by Grantee:

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

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 430.15 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING S87°54'54"E ALONG SAID LINE A DISTANCE OF 12.23 FEET;

THENCE N13°42'07"E A DISTANCE OF 260.87 FEET;
THENCE S76°00'43"E A DISTANCE OF 11.64 FEET TO THE EASTERLY LINE OF THE EXISTING SEWER EASEMENT RECORDED UNDER RECORDING NUMBER 5547907;
THENCE S13°37'42"W A DISTANCE OF 258.35 FEET TO THE **POINT OF BEGINNING**.

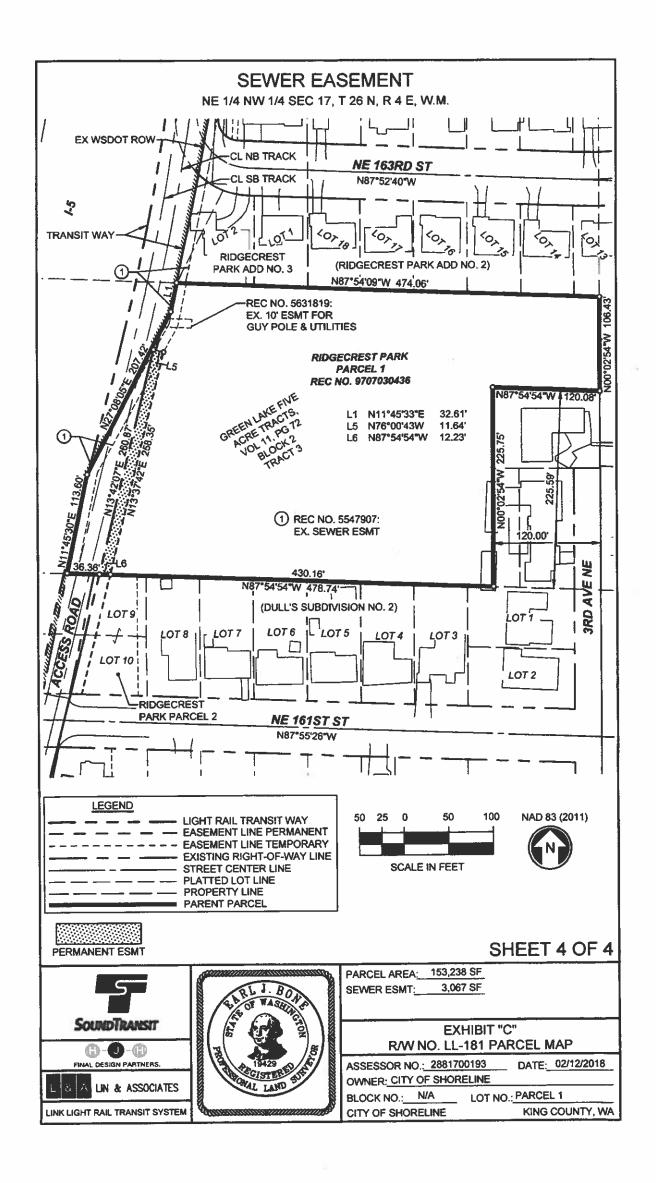
CONTAINING 3,067 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

LL181 Legal.doc

1/9/2019

Earl J. Bone P.L.S.



Attachment B

EXHIBIT "E"

Subsurface Anchors Easement

EXHIBIT "B"

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

Subsurface Anchor Easement Area Acquired by Grantee:

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

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

CONTAINING 5,873 SQUARE FEET, MORE OR LESS.

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019

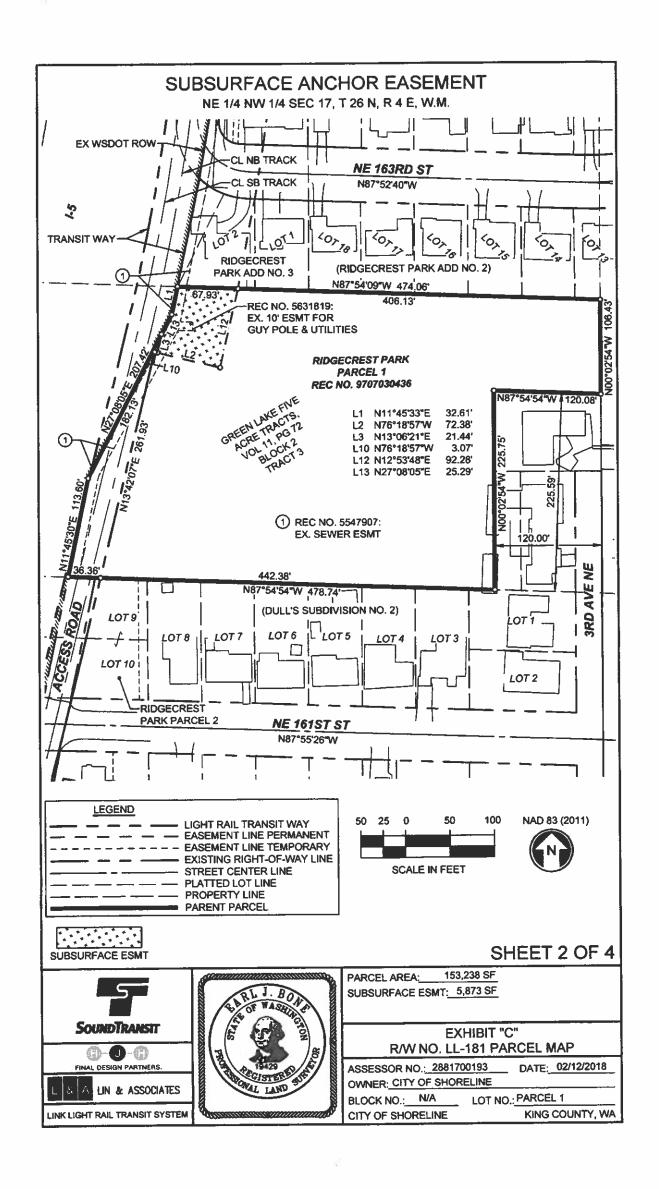


EXHIBIT "F"

Temporary Construction Easement

EXHIBIT "B" LL180 Easement Area

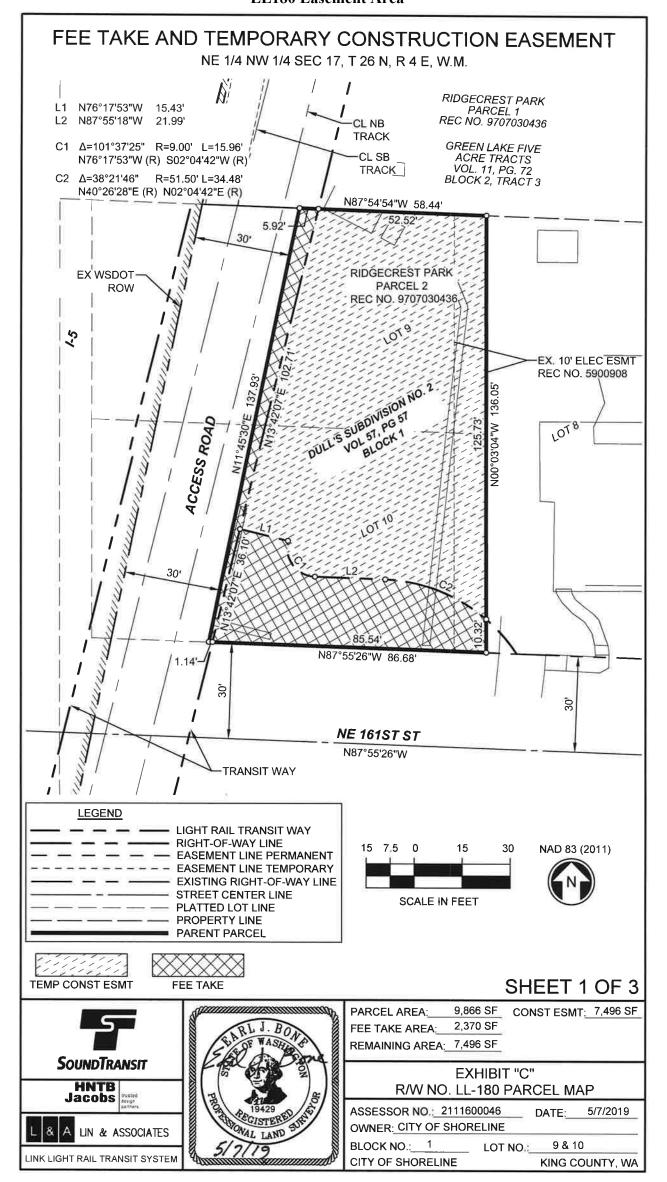
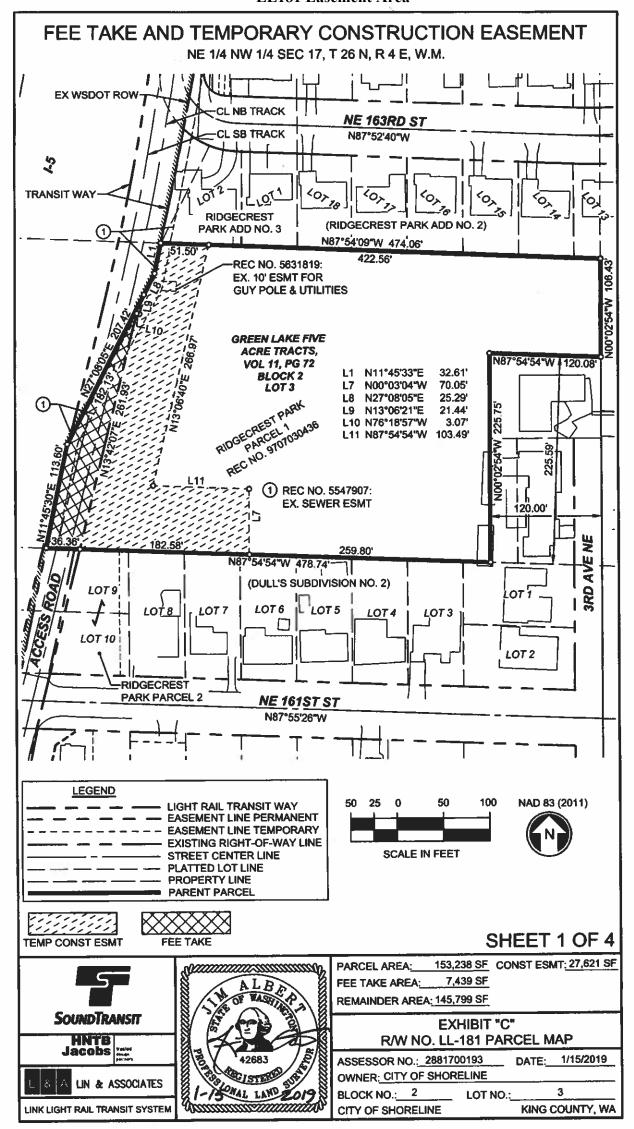


EXHIBIT "B" LL181 Easement Area



WHEN RECORDED RETURN TO:

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

TEMPORARY CONSTRUCTION EASEMENT

(STAGING AND LONG-TERM GENERAL CONSTRUCTION)

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion

of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

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

ROW No(s): LL180 & LL181

City of Shoreline, a Washington municipal corporation, ("Grantor"), is the owner of real property located in the City of Shoreline at 108 NE 161st Street, Shoreline, WA 98155, commonly known as Ridgecrest Park, 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 depicted in the attached **Exhibit "B"** ("Easement Area").
- 2. Purpose of Easement. Grantee, its contractors, agents, and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of staging and construction (which may include, but not be limited to: staging and construction of the guideways, station, drainage, garage, parking, signal house, retaining walls, crane foundation and tower; street connections, utilities, utility connections; to re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grade, sidewalks, retaining walls; and parking lot reconstruction) ("Grantee's Work"). When deemed necessary by Grantee for staging or construction, Grantee may fence all or a portion of the Easement Area from time to time during the performance of Grantee's Work described herein. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto. Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor's access to the Property from the adjacent public right-of-way.

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

ROW #: LL180 & LL181

Temporary Construction Easement-Staging-Long Term Form approved by Civil 10/06/17 Last saved by Tanya M. Johnson 6/14/19 Edited 7/11/2019 – City of Shoreline (CAO) 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).

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. <u>Term of Easement.</u> The term of the Easement (the "Term") shall commence upon mutual execution of this Easement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement Area for the purposes described in Paragraph 2. Grantee will provide fourteen (14) calendar days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee's Work for a period of FIFTY-SEVEN (57) consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. The Easement will remain in effect until December 31, 2023 or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional SIX (6) consecutive months, upon thirty (30) calendar day's prior written notice to the Grantor.
- 5. Payment for Easement Grantee will pay Grantor TWO HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED and 00/100ths Dollars (\$222,400.00) upon recording of this Easement. If Grantee requires additional use past the Construction Period, Grantee will pay FOUR THOUSAND NINE HUNDRED TWENTY-NINE and 50/100ths Dollars (\$4,929.50) per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.
- 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. <u>Binding Effect.</u> 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

ROW #: LL180 & LL181

Temporary Construction Easement-Staging-Long Term
Form approved by Civil 10/06/17

[Last saved by Tanya M. Johnson 6/14/19
Edited 7/11/2019 – City of Shoreline (CAO)

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. <u>Insurance.</u> 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.** <u>Legal Proceedings.</u> 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 r	nunicipal corporation	
Ву:		
Debbie Tarry		
Its: <u>City Manager</u>		
Approved as to Form: By		
Margaret J. King, City Attorney Julie Ainsworth-Taylor, Assista		
STATE OF WASHINGTON	} } SS.	
COUNTY OF	} }	
I certify that I know or have sat before me, and said person ac (he is/she is /they are) author	tisfactory evidence that Debbie cknowledged that she signed the ized to execute the instrument ne, to be the free and voluntary	Tarry is the person who appeared his instrument, on oath stated that and acknowledged it as the City act of such party for the uses and
	Dated:	
	Notary Public in and fo	or the State of Washington
	Notary (print name): _	
	Residing at:	_
	My appointment expire	es:

ROW #: LL180 & LL181

Date	d and signed o	n this	Day	_ day of	Month	, 201	 ar
<u>Gran</u>	tee: Central	Puget So	ound Re	gional Trans	sit Authority		
Ву: _							
Its: _							
STAT	ΓΕ OF WASHI	NGTON		}			
COU	NTY OF) SS. } }			
I cer						l b - f	
acknoto	owledged that	(he/she)	signed t	this instrumer	nt, on oath state	d before me, an d that (he is/she edged it of CENT	is) authorized
	ND REGIONA and purposes					oluntary act of suc	
				Dated:			
				Signature	:		
				Notary Pu	ıblic in and for th	ne State of Wash	ington
				Residing	at:		
				My appoir	ntment expires:		

Exhibit "A"

Includes:

Exhibit A – LL180 Exhibit A – LL181

EXHIBIT "A"

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

Grantor's Parcel:

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

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

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019

EXHIBIT "A"

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

Grantor's Parcel:

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

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

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

Earl J. Bone 1/10/19

Earl J. Bone P.L.S.

1/9/2019

Exhibit "B"

Includes:

Exhibit B – LL180 Exhibit B – LL181

EXHIBIT "B" LL180 Easement Area

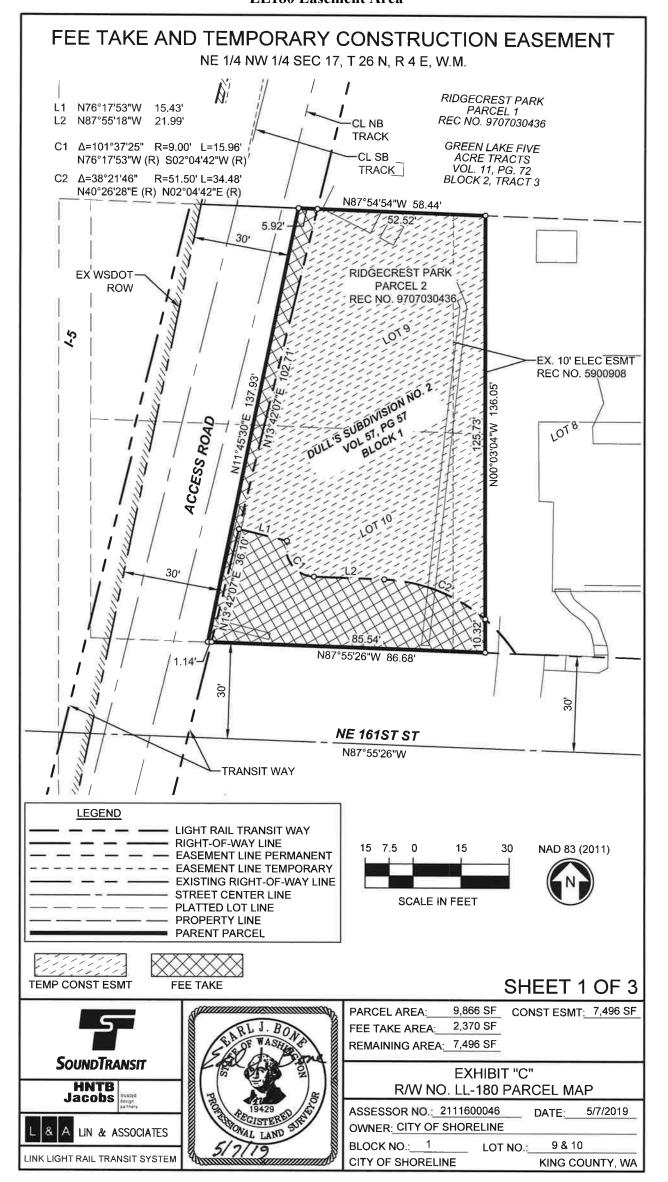
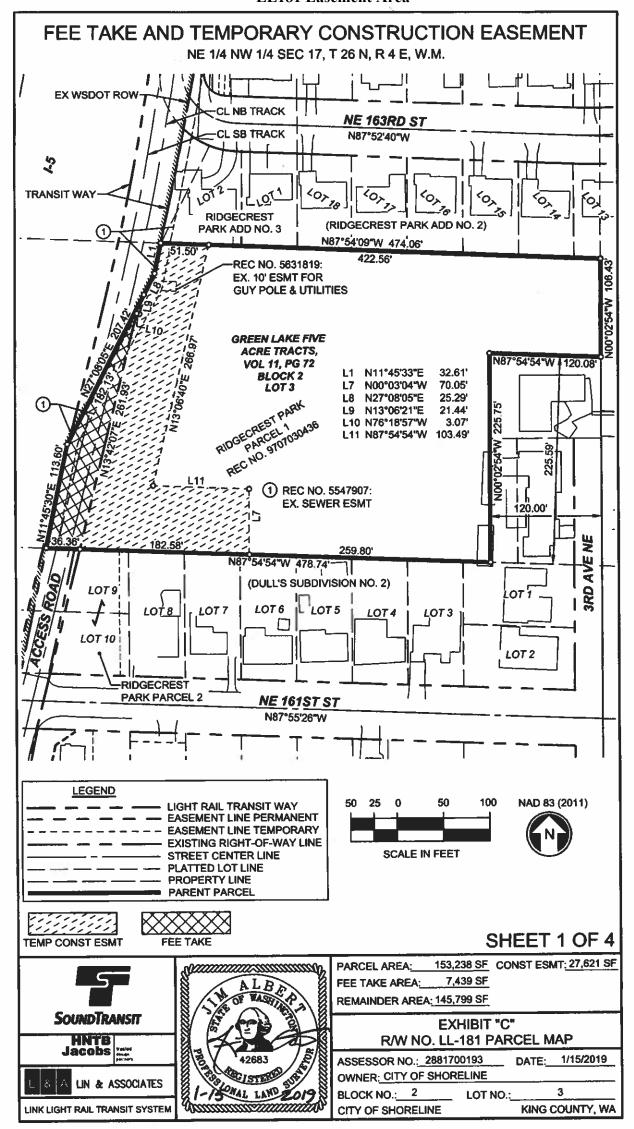


EXHIBIT "B" LL181 Easement Area



WHEN RECORDED RETURN TO:

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

TEMPORARY CONSTRUCTION EASEMENT

(STAGING AND LONG-TERM GENERAL CONSTRUCTION)

Grantor(s): City of Shoreline

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: PTN of NW of the SW, Sec 8-26N-4E W M

Assessor's Tax Parcel No(s): 0826049048

ROW No(s): LL207.1

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

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

ROW #: LL207.1

Temporary Construction Easement-Staging-Long Term Form approved by Civil 10/06/17 Last saved by James Chung on 8/13/18 Last Edited 7/11/2019 – City of Shoreline (CAO) 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. <u>Term of Easement.</u> 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 **EIGHTEEN (18)** 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.
- 5. <u>Payment for Easement</u> Grantee will pay Grantor **ONE HUNDRED NINE THOUSAND and 00/100ths Dollars (\$109,000.00)** upon recording of this Easement.
- 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. <u>Binding Effect.</u> 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.** <u>Insurance.</u> 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.

ROW #: LL207.1

Temporary Construction Easement-Staging-Long Term Form approved by Civil 10/06/17 [Last saved by James Chung on 8/13/18 Last Edited 7/11/2019 – City of Shoreline (CAO) 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.** <u>Legal Proceedings.</u> 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.

ROW #: LL207.1

Dated and signed this	day of		, 201	
Grantor: City of Shoreline, a mun	icipal corporation	on		
By: Debbie Tarry				
Its: <u>City Manager</u>				
STATE OF WASHINGTON	} } SS.			
COUNTY OF	} }			
I certify that I know or have satisfal before me, and said person acknow (he is/she is /they are) authorized Manager of the City of Shoreline, the purposes mentioned in this instrum	owledged that should be seen that should be the free and nent.	e signed this ins instrument and a divoluntary act of	trument, on oath stated th acknowledged it as the Ci such party for the uses ar	at ity
	Dated:			
	Signature: _			
	Notary Publ	lic in and for the	State of Washington	
	Notary (prin	ıt name):		
	Residing at:	:		
	My appointr	ment expires:		

ROW #: LL207.1

Dated and signed on this	day of		, 201
Da	ay	Month	Year
Grantee: Central Puget Sour	nd Regional Transit	<u>Authority</u>	
Ву:			
Its:			
Approved as to Form			
By:Sound Transit Legal Couns	el		
STATE OF WASHINGTON	} } SS. }		
I certify that I know or have	satisfactory evider		ore me, and said person
acknowledged that (he/she) sig to execute the	ned this instrument,	on oath stated that acknowledged	
SOUND REGIONAL TRANSIT uses and purposes mentioned			
	Dated:		
	Notary Publ	lic in and for the Sta	ate of Washington
	Notary (prin	t name):	
	Residing at:	:	
	My appointr	ment expires:	

ROW #: LL207.1

EXHIBIT "A"

R/W No. LL-207.1 PIN 0826049048 THE CITY OF SHORELINE

Grantor's Parcel:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBERS 877018 AND 877019, AND EXCEPT THAT PORTION OF THE SOUTH 10 FEET OF THE NORTH 40 FEET OF SAID SUBDIVISION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO 618459; AND EXCEPT THAT PORTION THEREOF LYING NORTHWESTERLY OF THE ARC OF A CIRCLE HAVING A RADIUS OF 15 FEET WHICH IS TANGENT TO A LINE WHICH IS 40 FEET SOUTHERLY OF AND PARALLEL TO THE CENTERLINE OF NE 175TH STREET AND TANGENT TO A LINE WHICH IS 30 FEET EASTERLY OF AND PARALLEL TO THE CENTERLINE OF MERIDIAN AVENUE AS CONDEMNED UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 618459; AND EXCEPT THE EAST 5 FEET OF THE WEST 35 FEET OF THE SOUTH 88 FEET OF THE NORTH 130 FEET THEREOF:

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:
BEGINNING AT A POINT ON THE NORTH LINE OF SAID SUBDIVISION LYING EASTERLY THEREON 74.31 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE SOUTHERLY TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION LYING 38.58 FEET EASTERLY THEREOF FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION AND TERMINUS OF SAID LINE:

EXCEPT THE NORTH 40 FEET FOR COUNTY ROAD:

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, EAST OF A LINE AS FOLLOWS:
BEGINNING 74.31 FEET EAST OF THE NORTHWEST CORNER THEREOF;
THENCE SOUTHERLY TO A POINT 38.58 FEET EAST OF THE SOUTHWEST CORNER THEREOF AND WEST OF THE EAST LINE OF THE WEST 350 FEET OF SAID SUBDIVISION;

EXCEPT THAT PORTION CONVEYED TO STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO 1 BY DEED RECORDED UNDER RECORDING NUMBER 5404286;

AND EXCEPT THAT PORTION CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 602268; AND EXCEPT COUNTY ROADS;

TOGETHER WITH THAT PORTION OF THE WEST 350 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 4 EAST, W M, IN KING COUNTY, WASHINGTON, LYING BETWEEN A LINE DRAWN FROM A POINT OPPOSITE HIGHWAY ENGINEER'S STATION (HEREINAFTER REFERRED TO AS HES) 225+00 ON THE BASELINE OF SR 5 (PSH NO 1), SEATTLE FREEWAY, EAST 145TH STREET TO EAST 200TH STREET, AND 230 FEET WESTERLY THEREFROM TO A POINT OPPOSITE HES 222+50 AND 160 FEET WESTERLY THEREFROM AND A LINE DRAWN FROM A POINT OPPOSITE HES 225+00 AND 230 FEET WESTERLY THEREFROM TO A POINT OPPOSITE HES 224+10 AND 165 FEET WESTERLY THEREFROM.

EXCEPT FROM SAID PROPERTY ABOVE THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NO. 20000719000481;

TOGETHER WITH THAT PORTION LYING WITHIN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 4 EAST CONVEYED FROM THE STATE OF WASHINGTON TO THE CITY OF SHORELINE IN DEED RECORDED UNDER RECORDING NO. 20041007000031, RECORDS OF KING COUNTY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Earl J. Bone P.L.S. 1/30/19
Earl J. Bone 00

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06/01/2018

EXHIBIT "B" Easement Area

