

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorizing the City Manager to Execute the Revised Twin Ponds Park Temporary Construction Easement and Permanent Electrical and Communication 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:

On June 10, 2019, the City Council authorized the City Manager to execute a possession and use agreement (P&UA), two temporary construction easements (TCE-1 and TCE-2), and a permanent electrical and communications easement (permanent easement) for proposed Lynnwood Link Extension (LLE) light rail project impacts to Twin Ponds Park. Before these documents were executed, Sound Transit received an appraisal for the permanent easement and decided to proceed with an offer and direct execution of the the easement, instead of executing the P&UA first. Additionally, Sound Transit and Seattle City Light reevaluated the construction needs for the final design of the proposed utility undergrounding work and determined that only one TCE would be needed.

Based on this new information, the P&UA and TCE-2 are no longer necessary. However,

Sound Transit revised the TCE-1 (Attachment A) to reflect the offered compensation amount of \$6,300. In addition, compensation in the amount of \$19,900 is offered for the permanent easement.

Given the change in compensation, tonight Council is requested to authorize the City Manager to execute revised easements affecting Twin Ponds Park:

- Revised Temporary Construction Easement 1 (*Attachment A*)
- Revised Permanent Electrical and Communications Easement (*Attachment B*)

RESOURCE/FINANCIAL IMPACT:

Sound Transit will compensate the City for the necessary temporary and permanent easements for work within the northern ten (10) feet of Twin Ponds Park in the amount of twenty-six thousand two hundred dollars and zero cents (\$26,200). This total includes

\$19,900 for the permanent easement and \$6,300 for the TCE. This revenue is not budgeted at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the revised Twin Ponds Park Temporary Construction Easement and revised Permanent Electrical and Communications Easement.

Approved By: City Manager DT City Attorney MK

BACKGROUND

On June 10, 2019, the City Council reviewed proposed impact to Twin Ponds Park due to Sound Transit's Lynnwood Link Extension Light Rail Project (LLE Project) and authorized execution of the a possession and use agreement (P&UA), two temporary construction easements (TCE-1 and TCE-2) and a permanent electrical and communication easement. A link to the staff report from this meeting is provided below.

- **June 10, 2019**

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport061019-7f.pdf>

DISCUSSION

A P&UA was proposed by Sound Transit for the use of City Property because it did not yet have the appraisal done on which its offer of compensation would be based. The purpose of the P&UA was to expedite contractor access to Twin Ponds park so early work could be completed on schedule. In the time it took to negotiate and authorize the agreement, Sound Transit received the needed appraisal and now is in the position to proceed directly with compensation for the easement acquisitions.

On July 29, the City received an offer from Sound Transit to purchase the easements needed for the Lynnwood Link Extension project impacts at Twin Ponds Park. Previously, Sound Transit indicated that two separate temporary construction Easements (TCEs) would be necessary for the proposed work. Due to adjustments to the project design adjacent to the park, Sound Transit and Seattle City Light were able to determine that only one TCE is needed along with the permanent easement

The monetary compensation offered by Sound Transit for the 12-month TCE and the 10-foot wide permanent easement over the northern portion of Twin Ponds Park is a total of twenty-six thousand two hundred dollars (\$26,200.00). As Council will recall, the total preliminary compensation for these easements was \$46,100.00. While the current compensation is substantially less, the previous estimate was made by City staff based on available appraisals for two other City parks and a previous preliminary estimate for the permanent electrical easement provided by Sound Transit during design. Thus, the preliminary estimate was high for at least three reasons:

- Land value was not discounted for the portion encumbered by critical areas and buffers,
- City staff did not apply any formulas for property value appreciation or to annualize the values, and
- TCE-2 is no longer needed.

Given the change in compensation, TCE-1 (Attachment A) has been revised to reflect the offered compensation amount of \$6,300 and any additional months at \$378.10 per month. The permanent easement, which previously did not include the compensation amount, has also been revised to include the compensation amount of \$19,900.

Tonight, Council is requested to authorize the City Manager to execute the revised easements affecting Twin Ponds Park:

- Revised Temporary Construction Easement 1 (*Attachment A*)
- Revised Permanent Electrical and Communication Easement (*Attachment B*)

The Right of Entry Agreement authorized by Council on June 10 is unaffected by this compensation and will still be executed.

COUNCIL GOAL(S) ADDRESSED

Authorization to execute this revised temporary construction easement 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 compensate the City for the necessary temporary and permanent easements for work within the northern ten (10) feet of Twin Ponds Park in the amount of twenty-six thousand two hundred dollars and zero cents (\$26,200). This total includes \$19,900 for the permanent electrical and communication easement and \$6,300 for the TCE. This revenue is not budgeted at this time.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the revised Twin Ponds Park Temporary Construction Easement and Permanent Electrical and Communication Easements.

ATTACHMENTS

Attachment A – Revised Sound Transit Temporary Construction Easement 1
Attachment B – Revised Sound Transit Permanent Electrical and Communication Easement

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 (TCE)

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 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 **SIX THOUSAND THREE HUNDRED and 00/100ths Dollars (\$6,300.00)** upon recording of this Easement. If Grantee requires additional use past the Construction Period, Grantee will pay **THREE HUNDRED SEVENTY EIGHT and 10/100ths Dollars (\$378.10)** 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.

EXHIBIT "B"

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

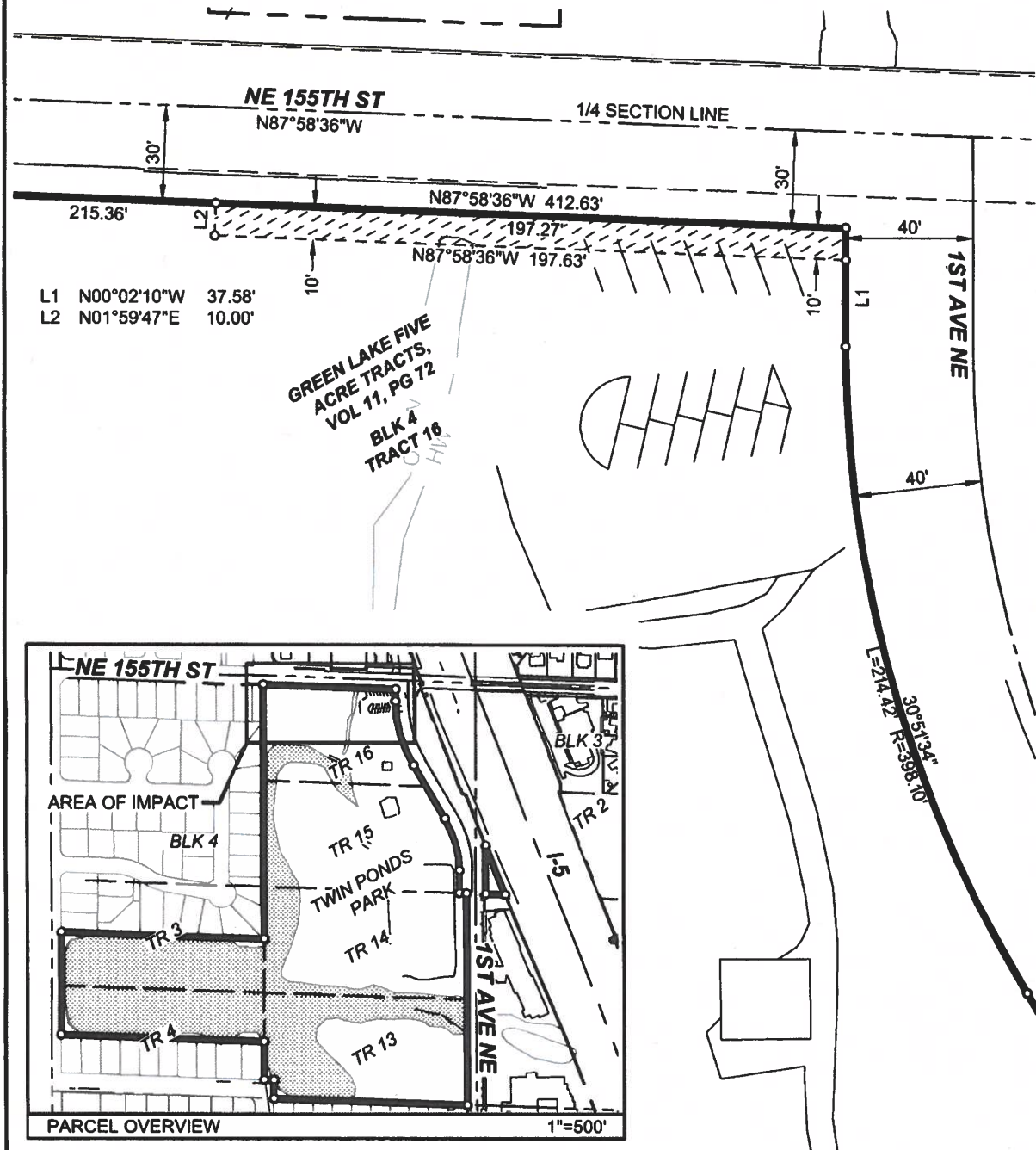
Electrical Easement Area Acquired by Grantee:

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

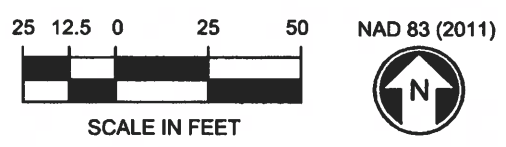
THE NORTH 10 FEET OF GRANTOR'S PARCEL.
CONTAINING 4,127 SQUARE FEET, MORE OR LESS.

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 <small>Trusted design partner</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

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. Payment for Easement. Grantee will pay Grantor Nineteen Thousand Nine Hundred and 00/100th Dollars (\$19,900.00) upon recording of this Easement.

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. 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.

7. 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.

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 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.

ROW #: LL168.1

LL168.1 Electrical Easement REV 2
Form approved by Civil 10/06/17
Last revised by CAO – Aug 8, 2019

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 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.

Dated and signed on this _____ day of _____, 201____.

Day

Month

Year

Grantee: Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Approved as to Form

By: _____
Sound Transit Legal Counsel

STATE OF WASHINGTON }
 } SS.
COUNTY OF KING }

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

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

EXHIBIT "A"

R/W No. 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

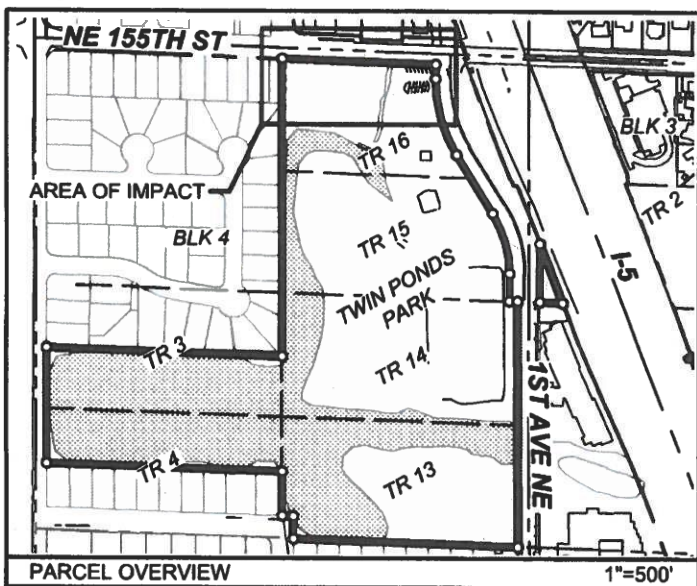
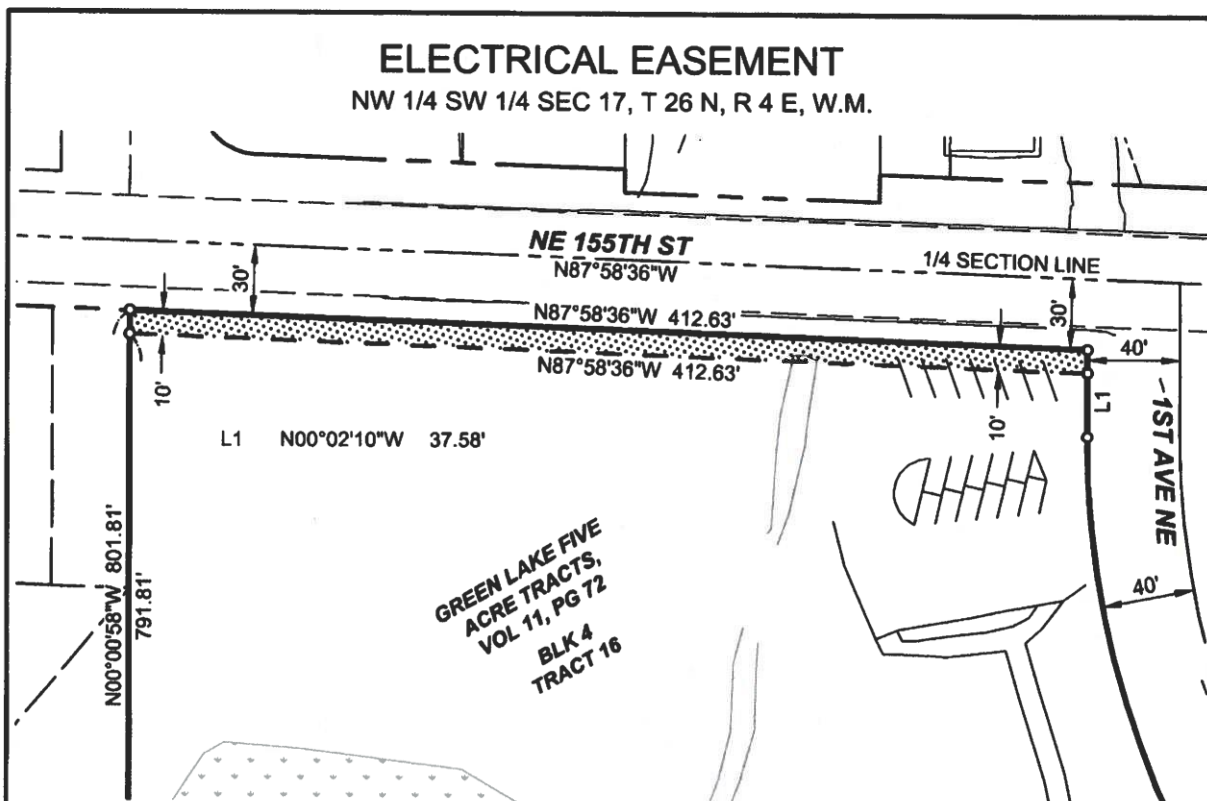
EXHIBIT "B"

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

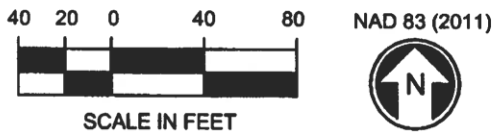
Electrical Easement Area Acquired by Grantee:

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		PARCEL AREA: <u>956,425 SF</u> ELECTRICAL ESMT: <u>4,127 SF</u>
 HNTB Jacobs	EXHIBIT "C" R/W NO. LL-168.1 PARCEL MAP	
 L & A LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM	ASSESSOR NO.: <u>2881700590</u> DATE: <u>02/19/2019</u> OWNER: <u>CITY OF SHORELINE</u> BLOCK NO.: <u>3 & 4</u> LOT NO.: <u>BLK 3 - TR2, BLK 4 TR3.4.13.14.15&16</u> CITY OF SHORELINE KING COUNTY, WA	