

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

<b>AGENDA TITLE:</b>	Discussing Ordinance No. 875 – Vacation of a Portion of the Rights-of-Way on 7th Avenue NE and Property Exchange Agreement
<b>DEPARTMENT:</b>	City Manager’s Office Public Works
<b>PRESENTED BY:</b>	Juniper Nammi, Light Rail Project Manager Noel Hupprich, Development Review and Construction Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Sound Transit, as the owner of all the abutting properties except the Interstate-5 (I-5) Right-of-Way (ROW), filed a petition on August 19, 2019 seeking to vacate 7<sup>th</sup> Avenue NE and a triangular portion of the north side of NE 185<sup>th</sup> Street. This is proposed for construction of the Shoreline North/185<sup>th</sup> Light Rail Station, Garage and Transit Center as currently designed for the Lynnwood Link Extension (LLE) Project. Staff is now bringing proposed Ordinance No. 875 (Attachment A) to Council for discussion, which would vacate a portion of the ROW on 7<sup>th</sup> Avenue NE.

Consistent with Shoreline Municipal Code (SMC) Chapter 12.17, the City Council adopted Resolution No. 446 in September of last year and set the public hearing for this street vacation petition before the Hearing Examiner on October 9, 2019. The Hearing Examiner issued a recommendation to Council for approval of this street vacation petition on October 23, 2019.

Proposed Ordinance No. 875 would vacate just 620 square feet of 7<sup>th</sup> Avenue NE that was dedicated to ROW from parcel number 0526049080 as part of King County Short Plat No. 578077 in 1979. The balance of the area that was originally included in Sound Transit petition for street vacation is not subject to a ROW easement, but rather subject to an Intergovernmental Property Transfer. This additional action, which is the subject of proposed Resolution No. 453, is also on the agenda for a Public Hearing before Council at tonight’s meeting.

Sound Transit and City staff propose a Property Exchange Agreement to facilitate compensation for this City ROW property through transfer of certain parcels of equal fair market value that were acquired by Sound Transit in connection with its development of the Project that will be determined surplus at the end of the project.

Proposed Ordinance No. 875 is before Council tonight for discussion. Proposed Ordinance No. 875 is scheduled for Council action on March 16, 2020, along with the

proposed Property Exchange Agreement to facilitate compensation for this area of street vacation and the portion of ROW that is identified in Resolution No. 453 for Intergovernmental Property Transfer.

**RESOURCE/FINANCIAL IMPACT:**

The 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of this street vacation area of approximately \$18,653.94. Through the proposed property exchange agreement, Sound Transit would convey portions of property, acquired for the Light Rail Project but determined to be surplus after completion, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148<sup>th</sup> Street Non-motorized Bridge, the Trail Along the Rail project, or new local street end connections within the light rail station areas, depending on their location.

The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects.

**RECOMMENDATION**

This item is for discussion only. Staff recommends adoption of Ordinance No. 875 and authorization of the Property Exchange Agreement when these items are brought back to Council for action, which is currently scheduled for March 16, 2020.

Approved By:            City Manager ***DT***    City Attorney ***J-AT***

## **BACKGROUND**

The Sound Transit Lynnwood Link Extension (LLE) Project includes the proposed Shoreline South/185<sup>th</sup> Station, which is designed to be located parallel to the I-5 corridor and immediately north of NE 185<sup>th</sup> Street and west of 8<sup>th</sup> Avenue NE. The station is proposed to be located over portions of the I-5 Limited Access Area, the City's ROW for 7<sup>th</sup> Avenue NE, and the northern margin of NE 185<sup>th</sup> Street. Due to the building type and applicable building standards in the International Building Code, the City ROW lines must be relocated or eliminated prior to issuance of the building permits for the Shoreline North station and garage/transit center structures.

In August of 2019, Sound Transit submitted a street vacation petition (File No. PLN19-0154) seeking to vacate portions of City ROW including 7<sup>th</sup> Avenue NE, north of NE 185<sup>th</sup> Street, and a triangular portion of NE 185<sup>th</sup> Street north of the existing sidewalk and between I-5 and 8<sup>th</sup> Avenue NE City ROW. Consistent with Shoreline Municipal Code (SMC) Chapter 12.17, Resolution No. 446 to put the petition before the City's Hearing Examiner was adopted at the September 16, 2019 Council meeting. The staff report for Resolution No. 446 is available at the following link:

<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport091619-7c.pdf>.

The public hearing on this petition was held before the Hearing Examiner on October 9, 2019, and then on October 23, 2019, the Hearing Examiner issued a recommendation that Council approve this street vacation (Attachment B). The Hearing Examiner Records for Street Vacation PLN19-0154 are available at the following link:

<http://www.shorelinewa.gov/Home/ShowDocument?id=45172>.

## **DISCUSSION**

Proposed Ordinance No. 875 would vacate only the portion of 7<sup>th</sup> Avenue NE that is ROW Easement; the west 10 feet by 62.03 feet (620 square feet) of parcel number 0526049080 that was dedicated as ROW through King County Short Plat No. 578077 in 1979 (Attachment C). The majority of the area of City ROW proposed for vacation to Sound Transit was originally acquired by Washington State Department of Transportation (WSDOT) for construction of I-5 and then deeded to King County in 1986 and became City ROW upon incorporation in 1995 by operation of law. In preparation for bringing Sound Transit's Street Vacation petition back to Council, staff learned that the areas conveyed by the 1986 Deed were transferred in fee, not dedicated as ROW easement. That area of 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street is the subject of proposed Resolution No. 453 that is before Council for a Public Hearing tonight.

The 620 square feet of City ROW proposed for street vacation is in the middle of the larger proposed site for the construction of the Shoreline North/185<sup>th</sup> Light Rail Station, Garage, and Transit Center as currently designed for the LLE Project. A map of the area proposed for street vacation is included as Exhibit A to Attachment A of this staff report.

SMC 12.17.030 requires that if the area to be vacated has been part of a dedicated public right-of-way for 25 years or more, then the amount of compensation shall equal the full appraised value of the area to be vacated. Sound Transit has completed an appraisal of the full City ROW area of 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street needed for the station area. Based on this appraisal, the initially estimated area of 24,429 square feet (including area of fee transfer and street vacation) is worth \$735,000, which is approximately \$30.087 per square foot. Based on this appraisal, the value of the 620 square feet of dedicated City ROW area is approximately \$18,653.94.

Sound Transit and City staff propose a Property Exchange Agreement (Attachment D) to facilitate compensation for this City ROW property through transfer of certain parcels of equal fair market value that were acquired by Sound Transit in connection with its development of the Project that will be determined surplus at the end of the project. Through the proposed Property Exchange Agreement, Sound Transit would convey portions of property, acquired for the Light Rail Project but determined to be surplus after completion, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148<sup>th</sup> Street Non-motorized Bridge, the Trail Along the Rail project, or new local street end connections within the light rail station areas, depending on their location.

Proposed Ordinance No. 875 for street vacation of 620 square feet of 7<sup>th</sup> Avenue NE north of NE 185<sup>th</sup> Street is before Council tonight together with the draft Property Exchange Agreement for discussion. Proposed Ordinance No. 875 and the Property Exchange Agreement are scheduled for Council action on March 16, 2020.

### **STAKEHOLDER OUTREACH**

A public hearing was held for the original street vacation petition PLN19-0154 on October 9, 2019, before the Shoreline Hearing Examiner. Some public comment was made at the Public Hearing, but no written public comments were submitted. Public comment included support of the street vacation petition by North City Water District and questions regarding access to the staging yard via 7<sup>th</sup> Avenue NE during construction.

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

Adoption of proposed Ordinance No. 875 granting this Street Vacation Petition from Sound Transit would support the 2019-2021 *Council Goal 3 – Continue preparation for regional mass transit in Shoreline.*

### **RESOURCE/FINANCIAL IMPACT**

The 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street City ROW property is appraised at approximately \$30.087 per square foot, for a total value of this street vacation area of approximately \$18,653.94. Through the proposed property exchange agreement, Sound Transit would convey portions of property, acquired for the Light Rail Project but determined to be surplus after completion, of equivalent fair market value to the City. The Sound Transit property proposed for exchange would be used for multimodal transportation projects such as the 148<sup>th</sup> Street Non-motorized Bridge, the Trail Along

the Rail project, or new local street end connections within the light rail station areas, depending on their location.

The operations and maintenance costs for the area of Sound Transit property is roughly equivalent to those costs for the City ROW to be transferred to Sound Transit. Any additional costs for future City improvements in these areas have been or will be considered through the City's Capital Improvement Plan authorizing those projects.

### **RECOMMENDATION**

This item is for discussion only. Staff recommends adoption of Ordinance No. 875 and authorization of the Property Exchange Agreement when these items are brought back to Council for action, which is currently scheduled for March 16, 2020.

### **ATTACHMENTS**

- Attachment A – Proposed Ordinance No. 875, including Exhibits A and B
- Attachment B – Hearing Examiner Recommendation on Sound Transit's Street Vacation Petition File No. PLN19-0154, dated October 23, 2019
- Attachment C – King County Short Plat No. 578077 recorded on January 17, 1979, Recording Number 7901170721
- Attachment D – DRAFT Property Exchange Agreement - 7<sup>th</sup> and 185<sup>th</sup>

**ORDINANCE NO. 875**

**AN ORDINANCE OF THE CITY OF SHORELINE, WASHINGTON GRANTING THE VACATION OF A PORTION OF PUBLIC RIGHT-OF-WAY GENERALLY DESCRIBED AS 7<sup>TH</sup> AVENUE NE TO THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (SOUND TRANSIT) IN EXCHANGE FOR SURPLUS PROPERTY.**

WHEREAS, pursuant to RCW 35.79.010, the City Council has the legislative authority to vacate a portion of the public right-of-way and SMC 12.17 sets for the applicable procedures; and

WHEREAS, the act of vacating a street is categorically exempt from environmental review per WAC 197-11-800(2)(h); and

WHEREAS, in 1961, the State of Washington (Department of Transportation) obtained land for state highway purposes; namely the construction of State Highway 1, what is now Interstate 5, and, in 1986 conveyed to King County by quit claim deed, recorded under King County Recording No. 8603110515, all of the State's right, title, and interest for certain lands that were not required for state highway purposes, provided that these lands were for road purposes and that the proceeds from any vacation, sale or rental of such road shall be placed in a fund used exclusively for road purposes; and

WHEREAS, upon incorporation, the City received from King County, in fee, these surplus lands; one such public right-of-way is commonly referred to as 7<sup>th</sup> Avenue NE; and

WHEREAS, in addition to the fee simple portion of 7<sup>th</sup> Avenue NE, an approximately 620 square foot portion of 7<sup>th</sup> Avenue NE was dedicated to the public in 1979 with the recording of King County Short Plat 578077, King County Recording No. 7901170721; and

WHEREAS, the City received a petition from the Central Puget Sound Regional Transit Authority (Sound Transit), the owner of more than two-thirds of the abutting property, to vacate rights-of-way for the future Lynnwood Link - Shoreline North/185<sup>th</sup> Light Rail Station; this includes that portion of the 620 square feet of dedicated right-of-way; and

WHEREAS, the fee simple portion of 7<sup>th</sup> Avenue NE is the subject of an intergovernmental transfer pursuant to Resolution No. 453; and

WHEREAS, on September 16, 2019, the City Council adopted Resolution No. 446 fixing the date and time for an open record public hearing; and

WHEREAS, the City Clerk posted and published appropriate notice of the public hearing as required by SMC 12.17.020; and

WHEREAS, on October 9, 2019, the Shoreline Hearing Examiner held an open record public hearing on the vacation petition; and

WHEREAS, on October 23, 2019, the Shoreline Hearing Examiner issued a recommendation for approval subject to conditions of the vacation petition; and

WHEREAS, an appraisal for that portion of the right-of-way to be vacated was prepared and accepted by the City, showing the fair market value of the property is \$18,653.94; and

WHEREAS, the City and Sound Transit have been working to develop a Property Exchange Agreement in which, at the conclusion of the construction of the Lynnwood Link Light Rail Sound Transit would convey portions of surplus property of equivalent fair market value to the City in lieu of cash payment for the vacated property; and

WHEREAS, the property anticipated to be conveyed by Sound Transit would be used for multimodal transportation projects such as the 148<sup>th</sup> Street Nonmotorized Bridge and the Trail Along The Rail; and

WHEREAS, on March 2, 2020, the City Council considered the recommendation of the Shoreline Hearing Examiner, the recommendation of staff, and all public comment received on the vacation petition at its regularly scheduled meeting; and

WHEREAS, the City Council has determined that vacating a portion of 7<sup>th</sup> Avenue NE, given the intergovernmental transfer of the fee simple portion along with the facilitation of the light rail project, is in the public interest and satisfies the criteria set forth in SMC 12.17.050; and

WHEREAS, the City Council has determined that the vacation should be subject to certain conditions of approval;

THEREFORE, THE CITY COUNCIL OF THE CITY OF SHORELINE, WASHINGTON DO ORDAIN AS FOLLOWS:

**Section 1. Findings and Conclusions.** The City Council concurs in the findings and conclusions set forth in the recommendation of the Shoreline Hearing Examiner issued on October 23, 2019 and adopts the same by reference.

**Section 2. Vacation of Public Right-of-Way.** That portion of 7<sup>th</sup> Avenue NE as described below and depicted on Exhibit A is vacated subject to the conditions set forth in Section 3:

THE EAST 10 FEET OF THE WEST 30 FEET OF THE NORTH 62 FEET OF THE SOUTH 216 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON, AS DEDICATED TO KING COUNTY

UPON RECORDING OF SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON.

**Section 3. Conditions of Public Right-of-Way Vacation.** This Ordinance and the vacation authorized herein shall not become effective until the following conditions are satisfied:

- A. Sound Transit shall enter in a Property Exchange Agreement with the City to provide for just compensation of the vacated right-of-way on or before May 31, 2020. If Sound Transit does not execute the Agreement by May 31, 2020, then Sound Transit shall pay the City \$18,653.94 no later than June 30, 2020.
- B. Sound Transit shall, in addition to all other duties and expenses of vacation as set forth in Chapter 12.17 SMC, provide at its sole cost and expense for a boundary survey of that portion of 7<sup>th</sup> Avenue NE that is vacated. The survey shall be performed by a land surveyor licensed to practice in the State of Washington. A copy of the survey shall be provided to the City on or before May 31, 2020, for recording.
- C. The vacation shall be subject to the reservation of any and all easements for City-owned utilities, including surface water drainage, with the extent and location to be determined and executed based on the as-built surveys of these utilities to be completed for the Lynnwood Link Project. Once executed, the easements shall be recorded with the King County Recorder's Office at Sound Transit's sole cost and expense.

**Section 4. Directions to the City Clerk.** Except for Condition No. 3(C), after the conditions set forth in Section 3 above have been satisfied, the City Clerk shall certify this Ordinance and forward it, along with the boundary survey, to the King County Recorder's Office for recording upon the property records. Prior to certifying and recording, the City Clerk is authorized to make necessary corrections to this ordinance, including the corrections of scrivener or clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering and references.

**Section 5. Directions to Director of Public Works.** Upon the satisfaction of the conditions in Section 3 and the recording of this Ordinance as provided in Section 4, the Director of Public Works shall cause to amend the official maps to reflect the vacation of that portion of 7<sup>th</sup> Avenue NE.

**Section 6. Severability.** Should any section, subsection, paragraph, sentence, clause, or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any person or situation.

**Section 7. Publication and Effective Date.** The effectiveness of this Ordinance is subject to satisfaction of the conditions set forth in Section 3. If such conditions are not satisfied on or before the dates set forth in Section 3, this Ordinance shall become null and void and be of no further effect. If such conditions are satisfied on or before the dates set forth in Section 3, a

summary of this Ordinance consisting of the title shall be published in the official newspaper and become effective five days thereafter.

**PASSED BY THE CITY COUNCIL ON MARCH 16, 2020**

\_\_\_\_\_  
Mayor Will Hall

ATTEST:

APPROVED AS TO FORM:

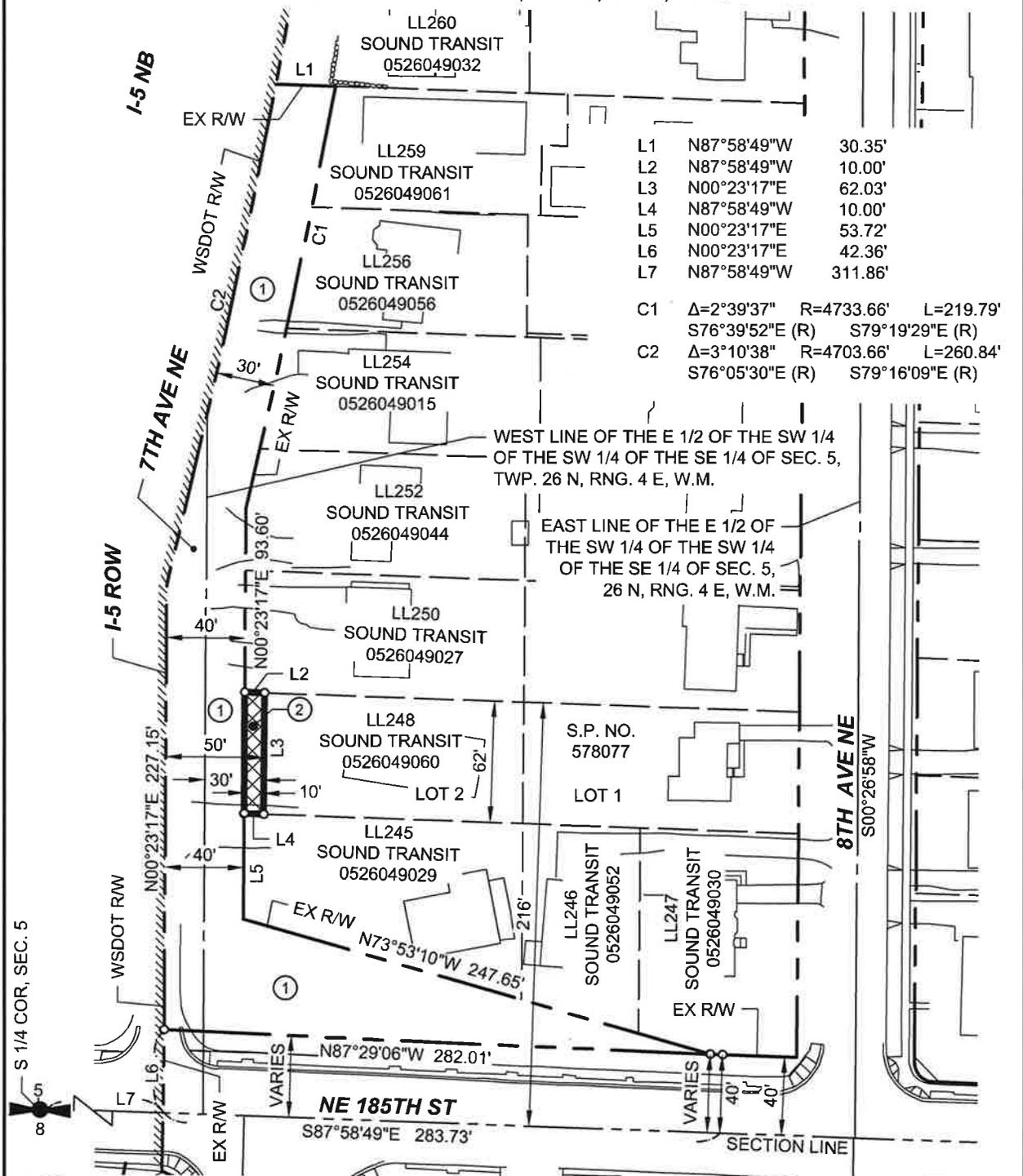
\_\_\_\_\_  
Jessica Simulcik-Smith  
City Clerk

\_\_\_\_\_  
Margaret King  
City Attorney

Date of Publication: , 2020  
Effective Date: , 2020

### 7TH AVE NE VACATION

SW 1/4 SE 1/4 SEC 5, T 26 N, R 4 E, W.M.



L1	N87°58'49"W	30.35'
L2	N87°58'49"W	10.00'
L3	N00°23'17"E	62.03'
L4	N87°58'49"W	10.00'
L5	N00°23'17"E	53.72'
L6	N00°23'17"E	42.36'
L7	N87°58'49"W	311.86'
C1	Δ=2°39'37" R=4733.66' L=219.79'	S76°39'52"E (R) S79°19'29"E (R)
C2	Δ=3°10'38" R=4703.66' L=260.84'	S76°05'30"E (R) S79°16'09"E (R)

- ① R/W CONVEYED TO KING COUNTY BY DEED, RECORDING NO. 8603110515.
- ② 10' ADDITIONAL R/W CONVEYED TO KING COUNTY BY SHORT PLAT NO. 578077, RECORDING NO. 7901170721.
- ③ CURRENT R/W ANGLE POINT OPPOSITE ENGINEERS STATION 10+70 ON THE "E. 185TH U.C." LINE SURVEY OF WSDOT R/W PLAN "SR5, SEATTLE FREEWAY, EAST 145TH ST TO EAST 200TH ST."

**LEGEND**

- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTER LINE
- PROPERTY LINE
- VACATED PARCEL

40 20 0 40 80 NAD 83 (2011)

SCALE IN FEET

RW VACATION AREA

**SOUNDTRANSIT**

**HNTB Jacobs** trusted design partners

**L & A LIN & ASSOCIATES**

LINK LIGHT RAIL TRANSIT SYSTEM

VACATION AREA: 620 SF DATE: 2/21/2020

**EXHIBIT "C"**  
**R/W NO. LL509.2**  
**(SHORT PLAT DEDICATION)**

**SHORELINE STREET VACATION**

CITY OF SHORELINE KING COUNTY, WA

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

In the Matter of the Petition of	)	No. PLN19-0154
	)	
<b>Stephannie Karlsson, on behalf of</b>	)	Shoreline North/185th Lynnwood
<b>Sound Transit</b>	)	Link Extension Project
	)	
	)	FINDINGS, CONCLUSIONS,
<u>For a Street Vacation</u>	)	AND RECOMMENATION

**SUMMARY OF RECOMMENDATION**

The petition to vacate portions of the NE 185th Street and 7th Avenue NE rights-of-way for the Shoreline North/185th Station site within Sound Transit’s Lynnwood Link Extension Project to be located in the North City neighborhood east of Echo Lake and the Meridian Park neighborhoods is recommended for **APPROVAL** by the City Council. Conditions are recommended to mitigate specific impacts of the proposed vacation.

**SUMMARY OF RECORD**

Hearing Date:

The Hearing Examiner held an open record hearing on the request on October 9, 2019.

Testimony:

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

Juniper Nammi, City of Shoreline Sound Transit Project Manager  
Mary Nicholl, Sound Transit Senior Planner for Applicant  
Hope Morgan

Attorney Derek Chen represented the Applicant at the hearing.

Exhibits:

The following exhibits were admitted into the record.

1. Staff Report, dated September 25, 2019
2. Street vacation petition materials
  - a. Street Vacation Petition and Affidavit
  - b. Shoreline Street Vacation, dated July 10, 2019, with legal description, dated July 2, 2019
  - c. Criteria for Street Vacation Approval narrative, dated August 1, 2, 2019
  - d. Quitclaim Deed (No. 8603110515), recorded March 11, 1986

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- e. Letter from Hal Wolfe, Northwest Region, Washington State Department of Transportation, to Whom It May Concern, dated September 6, 2019, with enclosures
- f. Letter from Moises Gutierrez, Sound Transit, to Lorena Eng, dated February 22, 2016, with attachments (Right of Way Acquisition Plan, revised August 21, 2019; Sound Transit-WSDPT Property Transfer Table, dated August 21, 2019; Right of Way Acquisition Plan, Sheets 1 through 48, dated February 9, 2017)
3. City of Shoreline Certification, dated September 23, 2019, with 11 King County Department of Assessments parcel data printouts, updated January 29, 2019
4. City of Shoreline Certification, dated December 23, 2019
5. City Council Resolution No. 446, setting public hearing date before the Shoreline Hearing Examiner, adopted September 16, 2019, with exhibit
6. Public notice
  - a. Declaration of Posting, dated September 24, 2019, with Notice of Public Hearing, undated
  - b. Email from Stephannie Karlsson to Juniper Nammi, dated September 19, 2019, with email string
  - c. Email from Stephannie Karlsson to Juniper Nammi, dated September 19, 2019, with email string
7. Public notice
  - a. Declaration of Posting, dated September 19, 2019, with Notice of Public Hearing, undated
  - b. Declaration of Posting, dated September 19, 2019, with Notice of Public Hearing, undated
8. Public notice
  - a. Declaration of Mailing, dated September 20, 2019, with Notice of Public Hearing, undated
  - b. Mailing labels
9. Utility plans
  - a. Composite Utility Plan Sewer and Water NE 185<sup>th</sup> St (No. L85-UCP170, Sheet No. 825), dated May 6, 2019
  - b. Composite Utility Plan Sewer and Water NB 1653+00 to NB 1657+75 (No. L85-UCP140, Sheet No. 813), dated May 6, 2019
  - c. Composite Utility Plan Sewer and Water NB 1657+75 to NB 16662+50 (No. L85-UCP141, Sheet No. 814), dated May 6, 2019
10. Memo from Tricia Juhnke to File
11. Sound Transit PowerPoint (nine slides)
12. City of Shoreline PowerPoint (eight slides)
13. Public Comment Log

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

## **FINDINGS**

### Background

1. For several years Central Puget Sound Regional Transit Authority (Sound Transit, or Applicant), has been working with other government agencies and local jurisdictions, including the Puget Sound Regional Council (PSRC), the Federal Transit Administration (FTA), the Federal Highway Administration (FHA), King County, and the City of Shoreline (City), to implement the “Lynnwood Link Extension” (LLE). The LLE is an ongoing project to expand the light-rail system north from Seattle to Lynnwood.

The project to extend light rail to Lynnwood, through the cities of Shoreline and Mountlake Terrace, would implement part of PSRC’s “VISION 2040 Plan” and Sound Transit’s “Long Range Plan,” both of which call for the eventual extension of mass transit service to Everett. Further, the LLE would implement one of the final stages of the “Sound Transit 2 Plan” (ST2), a funding plan approved by voters in 2008 to expand the mass transit system in the region. In 2024, following construction of the LLE, the expanded light-rail system would serve between 63,000 and 74,000 riders each weekday and would provide connections from Lynnwood to Sea-Tac Airport through downtown Seattle and the University of Washington.

The LLE begins at Northgate in Seattle and runs north for approximately 8.5 miles, generally following Interstate 5 (I-5) to the current Lynnwood Transit Center. According to Sound Transit and the FTA, the project will provide “reliable, rapid, and efficient peak and off-peak two-way transit service” between Lynnwood and Seattle; create an “alternative to travel on congested roadways and improve regional multimodal transportation connections;” address “overcrowding caused by insufficient transit capacity;” and create a “reliable alternative to automobile trips on I-5 and State Route (SR) 99, the two primary highways serving the project corridor.”

The LLE project underwent extensive project review by local governments and state and federal agencies throughout the last several years. Ultimately, the agencies and jurisdictions involved selected a route for the LLE that includes constructing approximately 3.2 miles of light-rail track and associated facilities through the city of Shoreline. The proposed route through the city would generally follow I-5 and vary in its alignment profile. In places, the LLE would travel at grade and, in other places, the LLE would be elevated. The LLE would provide two new light-rail stations within the city: one station would be constructed north of the NE 145th Street interchange, at 4701 5th Avenue NE, and another station would be built east of the NE 185th Street interchange, at 710 NE 185th Street. The City took several actions to facilitate implementation of the LLE project. It updated its municipal code and Comprehensive Plan (including the

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adoption of several new sections in each) to account for extension of light rail, promulgated “Guiding Principles for Light Rail Facility Design,” and entered into several interlocal/interagency agreements with Sound Transit, including a Transit Way Agreement, Expedited Permitting and Reimbursement Agreement, and a Funding & Intergovernmental Cooperation Agreement (Funding Agreement).

In addition, the City identified the LLE project as a regional transportation facility, which qualifies as an “essential public facility.” The Growth Management Act, in Revised Code of Washington (RCW) 36.70A.200, requires the City to include in its Comprehensive Plan a process for identifying and siting essential public facilities (EPFs). EPFs include those facilities that are typically difficult to site, such as state or regional transportation facilities, as defined in RCW 47.06.140, and regional transit authority facilities, as defined in RCW 81.112.020. State law provides that no local comprehensive plan or development regulation may preclude the siting of EPFs.<sup>1</sup> Accordingly, in addition to the goals and policies cited above, the Comprehensive Plan states that the Special Use Permit (SUP) process must be used to site EPFs. The SUP is designed to ensure consistency with any implementation plan of the agency proposing an EPF, while imposing conditions or mitigation measures that are within the scope of the City’s authority. The SUP also is designed to ensure that the EPF will be in compliance with any ordinances guidelines, regulations, rules, and statutes governing the EPF. SUP approval was previously granted by the City for an LLE station within the city of Shoreline. *City Comprehensive Plan Policy LU 65. Hearing Examiner’s Sound Transit Special Use Permit decision, No. SPL-18-0140 (May 31, 2019).*

Sound Transit is obligated, under a funding agreement, to submit petitions to the City to vacate several streets. *Chapter 12.17 Shoreline Municipal Code (SMC); Chapter 35.79 RCW.* This is the first in a series of these petitions for vacation. *Exhibit 2.a; Exhibit 2.c.*

#### Current Petition – General Scope

2. Sound Transit filed a petition on August 20, 2019, for the vacation of portions of developed platted rights-of-way—approximately 498 feet of 7th Ave NE, north of NE 185<sup>th</sup> Street, and a triangular portion of NE 185<sup>th</sup> Street, between I-5 and 8th Ave NE

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<sup>1</sup> SMC 20.20.032 defines a *light rail transit facility* as “a type of essential public facility and refers to any structure, rail track, equipment, maintenance base or other improvement of a light rail transit system, including but not limited to ventilation structures, traction power substations, light rail transit stations, parking garages, park-and-ride lots, and transit station access facilities” and a *light rail transit system* as “a type of essential public facility and refers to any public rail transit line that provides high-capacity, regional transit service owned or operated by a regional transit authority authorized under Chapter 81.112 RCW.”

(Exhibit 2.a).<sup>2</sup> The petition for vacation of City rights-of-way was submitted consistent with Chapter 12.17 SMC - Street Vacations.

If approved, this vacation would release 24,429 square feet from dedication as rights-of-way. Sound Transit seeks to utilize this area as a portion of the Shoreline North/185<sup>th</sup> Station site to be occupied by the station, parking garage, public plaza space, bike parking, landscaping, and an access driveway to the proposed transit center on the roof of the parking garage.

Sound Transit owns the abutting property needed for the proposed light-rail station and ancillary facilities. Additionally, WSDOT has signed a letter of concurrence indicating that they will convey, to Sound Transit, ownership of the abutting I-5 Limited Access Area that would underlie the station site and guideway. Sound Transit received approval of a Special Use Permit (SPL18-0140) for the station project on May 31, 2019. Sound Transit has also submitted most of the required construction permits to the City, which are currently under review by the City. *Exhibit 1, Staff Report, page 3; Exhibit 2.b; Exhibit 2.f.*

3. The proposed street vacation would not affect NE 185th Street traffic circulation or access. All property requiring access to 7th Avenue NE is owned by Sound Transit. The Shoreline Fire Department would not be adversely impacted by the proposed street vacation. Sound Transit would incorporate utility relocations and required easements into the final LLE project design. The City has requested conditions to ensure that easements are reserved for City-owned utilities and that Sound Transit executes a sewer utility easement with Ronald Wastewater District for existing sanitary sewer infrastructure. The street vacation area is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan for the city. *Exhibit 1, Staff Report, pages 7 through 10.*

#### Notice

4. The City determined that the application was complete on September 6, 2019. The City Council adopted Resolution 446 on September 16, 2019, which set an open record hearing date before the Hearing Examiner of October 9, 2019. The City posted notice of the public hearing within the area proposed for vacation and at City public posting locations (including the public library, Spartan Recreation Center, and city hall) on September 19, 2019. The City also mailed notice to property owners within 500 feet of the area on September 20, 2019. *Exhibit 1, Staff Report, page 5, Exhibit 5; Exhibit 6; Exhibit 7.*

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<sup>2</sup> The right-of-way area proposed for street vacation does not have a parcel number. Adjacent parcels are identified as Nos. 0526049052, 0526049030, 0526049029, 0526049060, 0526049027, 0526049044, 0526049015, 0526049056, 0526049061, 0526049032, and 0526049031. *Exhibit 1, Staff Report, page 2.*

5. The City did not receive any written comments from the public. WSDOT submitted a letter in support of the petition, dated September 6, 2019, noting that the quitclaim deed conveying the rights of way to King County requires that all vacation revenue be used exclusively for road purposes. The North City Water District, Ronald Wastewater, Seattle City Light, and the Shoreline Fire Department had no comments. *Exhibit 1, Staff Report, page 5; Exhibit 2.e.*

#### SEPA Review

6. Sound Transit acted as lead agency and analyzed the environmental impacts of the entire LLE project, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, and determined that it would have a probable significant, adverse environmental impact. Accordingly, Sound Transit issued a Draft Environmental Impact Statement in July 2013, as required by the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, assessing the environmental impacts of the project and potential measures to mitigate for such impacts. Sound Transit issued a Final Environmental Impact Statement (FEIS) in April 2015.<sup>3</sup> The FTA issued a Record of Decision (“FTA ROD”) in July 2015, and the Federal Highway Administration issued a Record of Decision in August 2015, documenting this approval. Sound Transit issued a SEPA Addendum to the FEIS on May 3, 2018. *Hearing Examiner’s Sound Transit Special Use Permit decision, No. SPL-18-0140 (May 31, 2019).* The City’s SEPA official determined that the proposed street vacation is categorically exempt from SEPA review. *WAC 197-11-800(2)(ii). Exhibit 1, Staff Report, page 4.*

#### Comprehensive Plan and Zoning

7. Sound Transit identified the following Comprehensive Plan goals and policies as relevant to the proposed street vacation:
- Land Use Goal LU IV - Work with regional transportation providers to develop a system that includes two light-rail stations in Shoreline and connects all areas of the city to high capacity transit using a multi-modal approach.
  - Policy LU11 – The Station Area 1 (SA1) designation encourages Transit Oriented Development in close proximity of the future light-rail stations at I-5 and NE 185th Street and I-5 and NE 145th Street.
  - Policy LU23 - Collaborate with regional transit providers to design transit stations and facilities that further the City’s vision by employing superior design techniques, such as use of sustainable materials; inclusion of public amenities, open space, and art; and substantial landscaping and retention of significant trees.
  - Policy LU24 - Work with Metro Transit, Sound Transit, and Community Transit to develop a transit service plan for the light-rail stations. The plan should focus

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

on connecting residents from all neighborhoods in Shoreline to the stations in a reliable, convenient, and efficient manner.

- Policy LU25 - Encourage regional transit providers to work closely with affected neighborhoods in the design of any light-rail transit facilities.
- Policy LU26 - Work with neighborhood groups, business owners, regional transit providers, public entities, and other stakeholders to identify and fund additional improvements that can be efficiently constructed in conjunction with light rail and other transit facilities.
- Policy LU27 - Maintain and enhance the safety of Shoreline's streets when incorporating light rail, through the use of street design features, materials, street signage, and lane markings that provide clear, unambiguous direction to drivers, pedestrians, and bicyclists.
- Policy LU37 – Assist with land assembly and redesign rights-of-way to improve intersections for redevelopment.
- Policy ED4 – Encourage and support revitalization and construction spending.
- Policy LU44 - Consider a flexible approach in design of parking facilities that serve light-rail stations, which could be converted to other uses if demands for parking are reduced over time.
- Policy LU53 - Work with transit providers to site and develop park and rides with adequate capacity and in close proximity to transit service.
- Community Design Goal I - Promote community development and redevelopment that is aesthetically pleasing, functional, and consistent with the City's vision.
- Policy CD1 - Encourage building design that creates distinctive places in the community.
- Policy CD13 - Encourage the use of native plantings throughout the city.
- Policy CD22 - Consider Crime Prevention through Environmental Design (CPTED) principles when developing mixed-use, commercial, and high-density residential uses.
- Policy CD24 - Encourage building and site design to provide solar access, as well as protection from weather.
- Policy CD27 - Where appropriate and feasible, provide lighting, seating, landscaping, and other amenities for sidewalks, walkways, and trails.
- Policy CD30 - Provide pedestrian gathering spaces to unify corners of key intersections involving principal arterials.
- Policy CD33 - Encourage the use of visual barriers and sound absorption methods to reduce impacts from the freeway to residential neighborhoods.
- Transportation Design Goal T IV - Work with transit providers and regional partners to develop and implement an efficient and effective multi-modal transportation system to address overall mobility and accessibility that maximizes the people-carrying capacity of the surface transportation system.

- Transportation Design Goal T VIII - Coordinate the implementation and development of the city's transportation system with neighboring transit systems and regional partners.
- Policy T3 - Reduce the impact of the city's transportation system on the environment through the use of technology, expanded transit use, and non-motorized transportation options.
- Policy T5 - Communicate with and involve residents and businesses in the development and implementation of transportation projects.
- Policy T11 - Site, design, and construct transportation projects and facilities to avoid or minimize negative environmental impacts to the extent feasible.
- Policy T30 - Work with transportation providers to develop a safe, efficient, and effective multi-modal transportation systems to address overall mobility and accessibility. Maximize the people-carrying capacity of the surface transportation system.
- Natural Environment Goal NE V - Protect clean air and the climate for present and future generations through reduction of greenhouse gas emissions and through promotion of efficient and effective solutions for transportation, clean industries, and development.
- Policy NE25 - Strive to achieve a level of no net loss of wetlands function, area, and value within each drainage basin.
- Policy NE27 - Focus on wetland and habitat restoration efforts that will result in the greatest benefit for areas identified by the City as priority for restoration.
- Policy NE 29 - Stream alterations, other than habitat improvements, should only occur when it is the only means feasible, and should be the minimum necessary.

*Exhibit 1, Staff Report, pages 11 through 13.*

8. City staff determined that its fundamental Comprehensive Plan does not have specific goals or policies that address street vacation. Therefore, City staff looked to the City's Transportation Master Plan, which provides that public right-of-way street vacations should be evaluated to ensure they cannot serve as a pedestrian connection. The proposed street vacations are not listed as potential pedestrian connections in the Transportation Master Plan. *Exhibit 1, Staff Report, page 13.*
9. City staff determined that the proposed street vacation would meet the City's Engineering Development Manual Street Matrix for frontage improvement cross sections. *Exhibit 1, Staff Report, page 13.*
10. The specific rights of way do not have zoning designations because City rights of way are not classified into zones, with limited exceptions that do not apply to this application. Adjacent parcels to the east and north are zoned Mixed Use Residential (MUR-70'). Significant portions of the project, especially the guideway corridor, would be constructed in unclassified City rights-of-way and within WSDOT rights-of-way. Light-

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rail facilities are allowed in each of these zoning areas, subject to a Special Use Permit, under SMC 20.40.140 and .160. A Special Use Permit was previously approved for the station itself. *SMC 20.40.060. Hearing Examiner's Sound Transit Special Use Permit decision, No. SPL-18-0140 (May 31, 2019); Exhibit 1, Staff Report, page 3.*

Other Considerations for Review of a Street Vacation Request

*Rights-of-Way*

11. The Washington State Legislature delegated street vacation powers to the City. *Chapter 35.79 RCW.* City street vacation procedures are set forth in Chapter 12.17 of the Shoreline Municipal Code. In a January 10, 1984, Quitclaim Deed, the State of Washington conveyed fee title interests of the rights-of-way involved in this proposed street vacation to King County, which were then conveyed to the City following its incorporation. *Exhibit 1, Staff Report, page 4.*
12. Eight parcels owned by the Sound Transit are located to the east and north. To the west, 7th Avenue NE is bordered by a WSDOT Limited Access Area right of way (ROW). An additional parcel to the north has access from 7th Ave NE but is not adjacent to the public ROW. The portion of NE 185th Street proposed to be vacated is bordered to the north by three parcels owned by Sound Transit and to the south by 40 feet of remaining 185<sup>th</sup> Street ROW to the centerline of the existing public ROW.

Sound Transit purchased the adjacent parcels between September 2016 and March 2018. These parcels total over two acres in area and are contiguous with additional parcels acquired by Sound Transit for the Shoreline North/185th Station. Single-family homes on these parcels were demolished in 2018. Sound Transit proposes to vacate 24,429 square feet (0.56 acres) of improved right-of-way that served the single-family residences prior to their demolition. No remaining residences, businesses, or other facilities are serviced by 7th Avenue NE north of 185th street.

7th Avenue NE does not connect through to NE 185th Street from the south. 5th Ave NE is proposed to realign to the east with a new signalized entrance to the Shoreline North/185th transit center. The remaining 40 feet of improved right-of-way is developed as NE 185th Street, a minor arterial, and would be reconstructed between I-5 and 8th Ave NE as part of the LLE Project.

The area proposed for vacation is not adjacent to any body of water, wetlands, or fish and wildlife habitat conservation areas. The existing roadway fill for NE 185th Street and 7th Avenue NE are classified as moderate to high landslide hazard areas and would be replaced with retaining walls to construct the guideway and station structures. *Exhibit 1, Staff Report, pages 3 and 4; Exhibit 2.b; Exhibit 2.f.*

*Shoreline North Station and Parking Garage*

13. The Shoreline North/185th Station would be located on a 3-acre site just north of NE 185th Street and east of the I-5 overpass. The station site would include an at-grade center guideway and side station platforms, station access stairs, elevators, pedestrian overpass bridges, an ancillary station building, a parking garage (approximately 500 spaces), a passenger pick-up and drop-off area and public gathering space, a public plaza between the station and garage, and a bus transit center on the roof of the garage. The station site is proposed to be located within former WSDOT right-of-way, on a portion of 7th Avenue NE from its intersection with NE 185th Street to its terminus (subject to vacation by the City), and on parcels zoned for mixed-use residential development. *Hearing Examiner's Sound Transit Special Use Permit decision, No. SPL-18-0140 (May 31, 2019).*

Testimony at Hearing

14. Sound Transit Senior Planner Mary Nicholl presented PowerPoint slides at the hearing and described the proposed street vacation petition and how the petition would meet the City's street vacation criteria. She noted that the proposed street vacation petition would meet the City's Comprehensive Plan goals as articulated in the staff report. Ms. Nichol agreed with the conditions proposed by City staff that would be included as part of approval of the street vacation. *Testimony of Ms. Nicholl; Exhibit 11.*
15. City Light Rail Project Manager Juniper Nammi also presented PowerPoint slides at the hearing. She testified that the street vacation petition is merely one element of the Sound Transit project and should be viewed as in the public interest as part of that project. She confirmed that the proposed street vacation is also considered to be one aspect of an Essential Public Facility. She noted that, because the proposed street vacation is part of a regional project as well as an EPF, the Criterion A for granting a petition for a street vacation would be met.<sup>4</sup>

She testified that, if Conditions 1 and 2 concerning utility easements are imposed, the remaining criteria (B, C and D) for approval of a street vacation petition would also be met. She testified that the proposed vacation would not be detrimental to traffic

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<sup>4</sup> SMC 12.17.050 specifies the four criteria that must be met to approve a petition for a street vacation. They are:

- A. The vacation will benefit the public interest;
- B. The proposed vacation will not be detrimental to traffic circulation, access, emergency services, utility facilities, or other similar right-of-way purposes;
- C. The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan; and
- D. The subject vacation is consistent with the adopted comprehensive plan and adopted street standards.

circulation, would not impede emergency vehicle access, would not disrupt utility facilities, and would not negatively impact other right-of-way purposes. She testified that the Transportation Master Plan of the City identifies this area as the location of a future light-rail station and therefore would be consistent with the Comprehensive Plan and adopted street standards of the City. She noted that, according to the Transportation Master Plan, any request for vacation of public right-of-way should be evaluated to ensure the street cannot serve as a pedestrian connection, that the proposed vacation area is not an identified potential pedestrian connection location, and that any remaining right-of-way meets or exceeds the adopted street standards. She testified that, in compliance with WSDOT's agreement with the City, all revenue resulting from vacation of this property would be used exclusively for road purposes. *Testimony of Ms. Nammi; Exhibit 12.*

16. Public testimony was presented by Hope Morgan. She testified that her house is directly across from the entry to the construction site. She noted that she now has no parking in front of her house, because of construction workers, and that workers are also parking in her driveway and making truck turns onto her lawn. She also expressed concerns about the traffic from 500 cars and 34 buses that will come along with the North Station project.

Ms. Nammi responded to these concerns on behalf of the City. She stated that the Sound Transit station will take access off 8th Avenue NE, not 7th Avenue NE, so Ms. Morgan should not experience the impact of traffic to and from the station, once it is completed. As to the impacts from the construction workers, Ms. Nammi stated that the City would enforce the requirement that workers not park off the existing ROW. Ms. Nammi explained that the City code enforcement process can be utilized to ensure that Ms. Morgan's driveway is not blocked and that turns are not made on her lawn in the future. *Testimony of Ms. Morgan and Ms. Nammi.*

#### Staff Recommendation

17. City staff recommended approval of the street vacation petition, with five conditions. The conditions include a recognition that the street vacation be subject to the reservation of any and all easements for City-owned utilities; a requirement that Sound Transit grant and execute a temporary easement to the sanitary sewer utility owner, Ronald Wastewater District, for the existing sanitary sewer infrastructure in the areas of street vacation; a requirement that Sound Transit provide and pay for a boundary survey of the revised combined portions of right-of-way of 7th Avenue NE and NE 185th Street that are vacated; a requirement that Sound Transit provide and pay for an appraisal of the revised combined portions of right of way of 7th Avenue NE and NE 185th Street that are vacated while accounting for the value of the reserved easements; and a requirement that Sound Transit provide for just compensation of properties taken for public use in accord with Chapter 12.17 SMC. *Exhibit 1, Staff Report, page 14.*

## CONCLUSIONS

### Jurisdiction

The City Council granted jurisdiction to the Hearing Examiner to hear this street vacation petition in Resolution No. 446, adopted on September 16, 2019. The Hearing Examiner is required to issue findings and conclusions regarding the consistency of the petition with the criteria for approval and to make a recommendation to the City Council for final action.

### Criteria for Review

The Shoreline Municipal Code requires that the Hearing Examiner and City Council find that each of the following criteria is satisfied in making a recommendation and decision:

- A. The vacation will benefit the public interest;
- B. The proposed vacation will not be detrimental to traffic circulation, access, emergency services, utility facilities, or other similar right-of-way purposes;
- C. The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan; and
- D. The subject vacation is consistent with the adopted comprehensive plan and adopted street standards.

*SMC 12.17.050.*

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

### Conclusions Based on Findings

1. **With conditions, the proposed street vacation would benefit the public interest.** The City provided reasonable notice of the street vacation petition and hearing and provided adequate opportunity for members of the public to comment on the petition. The findings made above support a conclusion that the street vacation, with conditions, is part of an essential public facility (the LLE) that would benefit the public interest of the citizens of the city, as well as those of the region. The LLE is part of the regional Link Light Rail System, a critical part of a region-wide effort to meet the public need for relief of traffic congestion in daily commutes. It will provide a transit option between Seattle and Lynnwood and will promote strong, multi-modal connections between light rail, high-capacity transit, and non-motorized circulation by providing bicycle storage, parking stalls, passenger drop-off loops, parking for shared vehicle services, and multiple pedestrian access paths to each station. Given the growing volume of traffic in the area, a reliable method of public transportation benefits the city and the region. The proposed street vacation will facilitate the implementation of the LLE, which will allow for reduced reliance on single-occupancy vehicles, thereby reducing traffic volumes and

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allowing the City to fulfill its commitment to reducing emissions. The proposed north station is contingent on the use of this ROW being vacated and incorporated into the station site. In addition, compensation would be made to the City for the full appraised value of the vacated area, with proceeds dedicated to road purposes. Thus, in several ways, the street vacation will be in the public interest.

Conditions are necessary to ensure that approval of the street vacation will require that Sound Transit will be subject to the reservation of any and all easements for City-owned utilities; that Sound Transit will grant and execute a temporary easement to the sanitary sewer utility owner, Ronald Wastewater District, for the existing sanitary sewer infrastructure in the areas of street vacation; that Sound Transit will provide and pay for a boundary survey of the revised combined portions of right-of-way of 7th Avenue NE and NE 185th Street that are vacated and the required easements; that Sound Transit will provide and pay for an appraisal of the revised combined portions of right of way of 7th Avenue NE and NE 185th Street that are vacated while accounting for the value of the reserved easements; and that Sound Transit will provide for just compensation of property taken for public use in accord with Chapter 12.17 of the SMC. *Findings 1-7, 12-17.*

2. **With conditions, the proposed vacation will not be detrimental to traffic circulation, access, emergency services, utility facilities, or other similar right-of-way purposes.** Sound Transit has demolished the houses with access to 7th Avenue NE. Emergency services would not be adversely affected. No other similar right-of-way purposes were identified for the streets to be vacated. *Findings 1-7, 12, 16-17.*
3. **The street or alley is not a necessary part of a long-range circulation plan or pedestrian/bicycle plan.** The City did not identify any long-range circulation plan or pedestrian/bicycle plan requiring retention of the right-of-way area. *Findings 1-7, 9, 16, 17.*
4. **The subject vacation is consistent with the adopted comprehensive plan and adopted street standards.** The City determined that the Comprehensive Plan does not itself include specific goals or policies that address street vacations. The City determined that the City's Transportation Master Plan, however, does include such goals and policies. That plan requires that any requested street vacation be reviewed to ensure the street requested to be vacated does not and will not serve as a pedestrian connection. The Transportation Master Plan itself does not, nor does any other City plan or policy, identify the subject area as a potential pedestrian connection. *Findings 1-7, 16, 17.*

### RECOMMENDATION

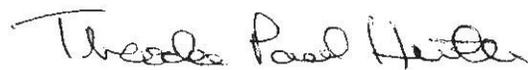
Based upon the preceding findings and conclusions, the Hearing Examiner recommends that the City Council approve the petition to vacate portions of NE 185th Street and 7th Avenue NE

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rights-of-way, with the following conditions:

1. The street vacation shall be subject to the reservation of any and all easements for City-owned utilities, including surface water drainage, with the exact extent and location to be determined and executed based on the as-built surveys of these utilities to be completed for the LLE Project. Once executed, these easements shall be recorded with the King County Recorder's Office at Sound Transit's sole cost and expense.
2. Sound Transit shall grant and execute a temporary easement to the sanitary sewer utility owner, Ronald Wastewater District, for the existing sanitary sewer infrastructure in the areas of street vacation. The City further reserves the right for a permanent utility easement for the Ronald Wastewater's relocated and remaining sewer infrastructure after completion and based on the as-built survey to be completed for the LLE Project. Once executed, the permanent easement shall be recorded with the King County Recorder's Office at Sound Transit's sole cost and expense.
3. Sound Transit shall, in addition to all other duties and expenses of vacation as set forth in Chapter 12.17 SMC, provide and pay for a boundary survey of the revised combined portions of right of way of 7th Ave NE and NE 185th Street that are vacated and the required easements. Such surveys shall be performed by a land surveyor licensed to practice in Washington State and shall be recorded with King County consistent with Chapter 58.09 RCW.
4. Sound Transit shall, in addition to all other duties and expenses of vacation as set forth in Chapter 12.17 SMC, provide and pay for an appraisal of the revised combined portions of right of way of 7th Ave NE and NE 185th Street that are vacated and accounting for the value of the reserved easements.
5. Sound Transit shall provide for just compensation pursuant to Chapter 12.17 SMC.

DECIDED this 23<sup>rd</sup> day of October 2019.




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THEODORE PAUL HUNTER  
Hearing Examiner  
Sound Law Center

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SHORT PLAT NO 578077  
KING COUNTY, WASHINGTON

This space reserved for recorder's use

RECORDED KC RECORDS  
JAN 17 11 22 AM '79

Recording Number

Filed for record at the request of:

Name

Return to:  
Building & Land Development  
460 KC Administration Bldg  
Seattle, Washington 98104

APPROVAL

Department of Planning and Community Development  
Building and Land Development Division

Examined and approved this 16 day of

JAN., 1979

Edward B. Sand  
Manager, Building & Land Development Division

Department of Public Works

Examined and approved this 31 day of

Oct, 1978

Director

Department of Assessments

Examined and approved this 2 day of

NOVEMBER, 1978

HARLEY N. HOPPE

Assessor

[Signature]  
Deputy Assessor

SW-SE 052604-9028

NF

ENTIRE SHORT PLAT:

LEGAL DESCRIPTION:

The North 62.00 feet of the South 216.00 feet of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Sec. 5 TWP. 26 N. R. 4 E. <sup>W.M.</sup> Less the East 30 feet for 8th Ave. N.E. and the West 20 feet for roadway purposes.

LOT ONE:

The West 140.06 feet of the East 170.06 feet of the North 62.00 feet of the South 216.00 feet of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Sec. 5. TWP. 26 N. R. 4 E. <sup>W.M.</sup> Less the East 30 feet for 8th Ave. N. E.

LOT TWO:

Following sheet.

Map on File in Vault

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1-17-79

Exh A  
Sch B (i)  
Sch B, Note A

LOT TWO:

The North 62.00 feet of the South 216.00 feet of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter. Less the East 170.06 feet and less the West 20.00 feet for roadway purposes. All Situate in Section 5, Township 26 North, Range 4 East, W. M. in King County, Washington.

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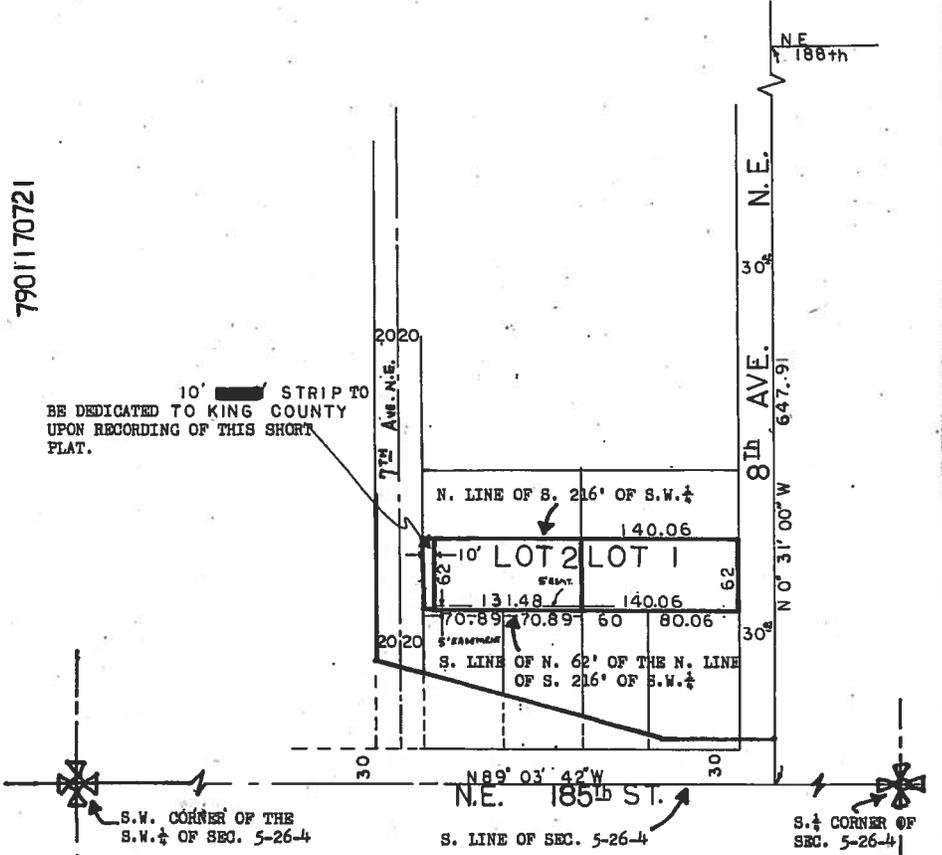
Short Plat No: 578077

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10' STRIP TO BE DEDICATED TO KING COUNTY UPON RECORDING OF THIS SHORT PLAT.



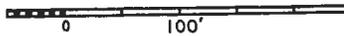
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Map on File in Vault

Direction:



Scale:



Short Plat No:

578077

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COVENANTS, CONDITIONS, AND RESTRICTIONS RUNNING WITH THE LAND:

That portion(s) of Seventh Avenue North-East which adjoins the subject subdivision is a public right-of-way. It is described in the King County Comprehensive Plan as a "local access street or road" and in accordance with the standards therein, may be required to be improved for future County street, road or thoroughfare.

The owner, his grantees and assigns, hereby agree to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (CRID) pursuant to RCW 36.88 or any Road Improvement project sanctioned by King County, which is designed to improve said street(s) and the immediate street system of which it is a part.

Timing of the formation of said CRID or other road improvement project shall be determined by King County. The street improvement authorized by the CRID or other road improvement project shall call for the improvement of said street(s) and its immediate street system to at least the minimum King County road standards applicable to said street(s) and the immediate street system at the time the CRID or other road project is formed; provided that, in situations where there is a multiple ownership of properties participating in the formation of the CRID, or other road improvement project, if a majority of the property owners want a higher standard, i.e., curbs, gutters, underground drainage, etc., that standard shall prevail.

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DEDICATION:

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owner(s) of interest in the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of the same and do hereby dedicate to the use of the public forever, the streets and avenues shown as public thereon and dedicate the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots shown on the face of this short plat in the original reasonable grading of the streets and avenues shown thereon, and that said short subdivision is made with the free consent and in accordance with the desires of the owner(s).

IN WITNESS WHEREOF we have set our hands and seals:

Andrew O'neal Name \_\_\_\_\_  
Mrs. Aletta O'neal Name \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_

7901170721

STATE OF WASHINGTON }  
County of King } ss.

On this day personally appeared before me Andrew O'neal and Aletta O'neal to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that ~~they~~ signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of Aug, 1978.

Andra Foraker  
Notary Public in and for the State of Washington,  
residing at Bothell

seal

STATE OF WASHINGTON }  
County of \_\_\_\_\_ } ss.

On this day personally appeared before me \_\_\_\_\_

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

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

seal

Short Plat Number 578077

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John L.Dumas and Wilma W.Dumas, hw  
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subdiv 312.10 ft to the true pob of the tt hin des, th S 89°08'42" E  
plt sd Sly ln 282.09 ft, th N 00°31' W plt the Sly ln of sd subdiv  
62 ft, th N 89°03'42" W plt the sly ln of sd subdiv 282.22 ft, th Sly  
to the true pob (also kn as Tts 18-A and 18-B of ~~Woodland~~ Richmond  
Gardens, an unrec plat) sit in kow

Subj to any txx liens or any other claims arising thru  
the sp since May 31-43 sd date being date of earnest money recd  
Subj to the fol rstns; Prop shall not be sold to any other than  
one of the Caucasian race. The vendee agrees tht no nuisance  
dance hall or other publ of amusement shall be operated or  
maintained upon sd prem or any ptn thof during the life of this cont;  
and tht any conveyance made in fulmt hof during the life of this cont  
~~and tht any conveyance made in fulmt hof~~  
shall contain rstns to the sm effect for a period of 15 yrs from  
the date hof. Further tht the prop shall be completed and painted  
withn 6 mos from date of start of constn and each prin bldg or  
dwelling shall be conn with a septic tank. No bldg shall be closer  
than 30 ft from the prop ln facing any st Prop is to be used for  
res purp only, excepting lots 1-A, 1-B and 20-A and 20-B wch are  
zoned for bus

John L.Dumas  
Wilma W.Dumas  
kew Sec 5---- by John L.Dumas and Wilma W.Dumas, bef Carl Scheuch, Jr  
wp for sw res et s ns Mar 4-46 (M1 Joseph E.Todd 4037 Woodland Park  
Ave City)

2

## PROPERTY EXCHANGE AGREEMENT

This Property Exchange Agreement (this “Agreement”) is made and entered into as of the date of the last signature set forth below, by and between the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington (“Sound Transit”), and the City of Shoreline, a Washington municipal corporation (the “City”), each of which is referred to herein individually as a “Party” and collectively as the “Parties.”

### Recitals

- A. Sound Transit is a regional transit authority created pursuant to Chapters 81.104 and 81.112 Revised Code of Washington (“RCW”) with all the powers necessary to implement a high capacity transit system within its boundaries in King, Pierce, and Snohomish Counties, including the power to acquire and dispose of real property for such purposes.
- B. The City is a non-charter optional municipal code city organized pursuant to chapter 35A RCW and incorporated under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and for other lawful purposes.
- C. Sound Transit is in the process of developing its Lynnwood Link Extension light rail project (the “Project”), which will extend Sound Transit’s high capacity transit system to Lynnwood, Washington. Portions of the Project will be constructed and operated within the City’s boundaries, including two light rail stations serving residents of Shoreline and the surrounding communities.
- D. One of the light rail stations will be located at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street (the “Shoreline North Station”). Portions of these two rights-of-way are subject to public easements as well as containing land the City owns in fee.
- E. The City, through both pre- and post-incorporation actions, has been dedicated public right-of-way easements as well as fee simple ownership of lands that serve as public rights-of-way. Specifically, after the completion of Interstate 5, in 1986 the State of Washington quit claimed surplus land to King County in fee for road purposes which, by operation of law, such roads were transferred to the City upon incorporation as provided in RCW 35.01.280. This 1986 deed contains a restriction that the property is for roads purposes and that all revenue resulting from any vacation or sale be used exclusively for road purposes.
- F. In order to accommodate the development and operation of the Shoreline North Station, Sound Transit petitioned to vacate certain public rights-of-way pursuant to Shoreline Municipal Code (“SMC”) Ch. 12.17 and RCW Ch. 35.79 and seeks to exchange other City ROW that the City owns in fee pursuant to RCW Ch. 39.33 ( collectively “City ROW”). The City ROW is described on Exhibit A-1 hereto and depicted Exhibit A-2 hereto. Sound Transit’s Street Vacation Petition No. PLN19-0154 was recommended for City Council approval by the City of Shoreline Hearing Examiner on October 23, 2019. The City Council, pursuant to RCW 39.33.020, held a public hearing on March 2, 2020 and also considered the Hearing Examiner’s

recommendation. Ordinance No. 875 and Resolution No. 453 authorized the conveyance of the City ROW.

G. Sound Transit has acquired or will acquire certain parcels of private property in connection with its development of the Project. Portions of the certain parcels, upon completion of Sound Transit's development and construction activities thereon, will exceed Sound Transit's transit-related needs (the "ST Property"). At such time, Sound Transit will declare the ST Property as surplus as set forth in Sound Transit's *Real Property Excess, Surplus, and Disposition Policy* (Attachment A to Sound Transit Resolution R2013-30), and to seek instructions for disposition of such surplus property from the Federal Transit Authority ("FTA"). The ST Property is described on **Exhibit B-1** hereto and depicted on **Exhibit B-2** hereto.

H. The City is interested in acquiring the ST Property to develop multimodal transportation infrastructure for the benefit of the public. Subject to declaration of the ST Property as surplus and all other necessary approvals as set forth in Section 9, below, Sound Transit is willing to convey the ST Property to the City in accordance with the terms of this Agreement, and as also described in the *Funding and Intergovernmental Cooperative Agreement Between the Central Puget Sound Regional Transit Authority and the City of Shoreline for the Lynnwood Link Light Rail Transit Project* (City of Shoreline Contract #9047) section I.1.1 & 1.2 and consistent with Special Use Permit #18-0140 condition #L.1.j-k.

I. It is the Parties' intent that Sound Transit's conveyance of the ST Property to the City shall be compensation to the City, in whole or in part, for the vacation and transfer of fee title of the City ROW to Sound Transit (collectively, the "conveyances"). The purpose of this Agreement is to set forth the terms under which the Parties will undertake the property conveyances described herein, including by establishing a process to determine the fair market value of the ST Property and City ROW and by creating a ledger to track the conveyances and the fair market value thereof.

J. The Parties understand and acknowledge that the overall fair market value of the ST Property may exceed the overall fair market value of the City ROW or vice versa. The Parties intend to make up any difference between the overall fair market value of the respective property to be conveyed by making or accepting, as the case may be, a monetary payment.

### **Agreement**

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Conveyance of City ROW. Upon the effective date of Ordinance No. 875, Sound Transit's street vacation petition, PLN19-0154, and conditioned upon compliance with all of the terms of SMC Ch. 12.17 and RCW Ch. 35.79, the City agrees to vacate the City ROW. Upon the effective date of Resolution No. 453, the City agrees to quit claim City ROW in fee title to Sound Transit conditioned upon compliance with all of the terms of RCW Ch. 39.33. Said vacation and quit claim shall be in accordance with the terms of this Agreement. The effective date of the ordinance and the resolution shall be the first working day after funds are deposited in escrow as provided in Section 11.1 below.

2. Conveyance of ST Property. On completion of Sound Transit's development and construction activities on a parcel of the ST Property, and contingent upon obtaining all necessary approvals as set forth in Section 9, below, Sound Transit agrees to convey each parcel, individually or collectively, of the ST Property to the City in accordance with the terms and conditions of this Agreement.

3. Creation of Ledger. The Parties shall establish a ledger to track any and all exchanges of value pertaining to the property transactions contemplated herein (the "Ledger"), the form of which is contained in **Exhibit C** to this Agreement. Except as otherwise set forth herein, for each transaction in which a Party is conveying a property interest, in lieu of receiving a monetary payment, that Party shall receive a credit in the Ledger in the amount of the fair market value of such property interest, as follows:

3.1. For the City's conveyance of City ROW to Sound Transit, the City shall receive a credit in the amount of the fair market value of the City ROW as set forth in the vacation ordinance, subject to Subsection 4.1.8, below.

3.2. For each transaction in which Sound Transit conveys a parcel of property or portion thereof to the City, Sound Transit shall receive a credit in the amount of the fair market value of such property.

4. Valuation. The fair market value of any property interest subject to this Agreement shall be determined in accordance with this Section 4.

4.1 Valuation of City ROW.

4.1.1 Sound Transit shall select a qualified appraiser to provide an opinion of the fair market value of the City ROW as of the approximate date of the City Council's passage of Resolution No. 453 and Ordinance No. 875 in the form of a written appraisal report.

4.1.2 Sound Transit's appraisal shall form the basis of its valuation of the City ROW for purposes of the escrow deposit contemplated in Section 11.1, below. The City shall select a qualified review appraiser to review and approve each appraisal report. If, after review, the City is in agreement with the fair market value of the parcel as set forth in the Sound Transit's appraisal report, the Parties shall close the transaction in accordance with the terms of this Agreement.

4.1.3 If the City disagrees with Sound Transit's appraisal of fair market value of any parcel or portion thereof, the City shall select a qualified appraiser to prepare a written appraisal report of the subject parcel, based on the same scope of work as Sound Transit's appraisal.

4.1.4 The City shall submit its appraisal to Sound Transit for review. Upon such submission, the Parties shall negotiate in good faith to come to an agreement as to the fair market value of the subject parcel. If the Parties reach agreement, they shall close on the subject parcel in accordance with the terms of this Agreement.

4.1.5 If the Parties are unable to agree on fair market value within thirty (30) calendar days after the City submits its appraisal to Sound Transit, the Parties shall mutually select a third appraiser to conduct an independent analysis of the fair market value of the subject parcel,

based on the same scope of work as the Sound Transit appraisal. The third appraiser shall be selected not later than forty-five (45) calendar days after the City submits its appraisal to Sound Transit. If the Parties are unable to agree on the third appraiser, she/he shall be selected by the Parties' respective appraisers, whose selection shall be final.

4.1.6 The fair market value determined by the independent appraiser shall be final and binding on the Parties, who shall close on such parcel in accordance with the terms of this Agreement. Provided, however, that if the value determined by the independent appraiser is higher than either of the amounts previously determined by Sound Transit or the City, the subject parcel will be valued at the amount of the higher of the Sound Transit or the City determination of value; and if the value determined by the independent appraiser is lower than either of the amounts previously determined by Sound Transit or the City, the subject parcel will be valued at the amount of the lower of the Sound Transit or the City determination of value.

4.1.7 SMC 12.17.020(E) and as conditioned by the City of Shoreline Hearing Examiner, require that a fair market appraisal be completed prior to vacation of the City ROW to determine compensation. The ordinance authorizing the vacation shall set forth the anticipated compensation based on the appraisal process set forth above. This amount shall be utilized for the purposes of this Agreement.

4.1.8 Sound Transit shall perform an updated appraisal of the City ROW as of the approximate date of the conveyance of the ST Property to the City. Upon completion of such updated appraisal, the Parties shall follow the process described in Subsections 4.1.2 through 4.1.6, above to determine the updated fair market value of the City ROW. In the event the updated fair market value of the City ROW exceeds the original fair market value as determined in accordance with this Section 4.1, the City shall receive additional credits in the Ledger in the amount of such excess. In the event the updated fair market value of the City ROW is less than the original fair market value as determined in accordance with this Section 4.1, the City's credits in the Ledger shall be reduced in the amount of such difference.

#### 4.2 Valuation of ST Property.

4.2.1 The City shall select a qualified appraiser to provide an opinion of the fair market value of each parcel of the ST Property as of the approximate date of the conveyance of the ST Property in the form of a written appraisal report.

4.2.2 The City's appraisal shall form the basis of its valuation of the subject parcel for purposes of the transactions contemplated herein. Sound Transit shall select a qualified review appraiser to review and approve each appraisal report. If, after review, Sound Transit is in agreement with the fair market value of the parcel as set forth in the City's appraisal report, the Parties shall close the transaction in accordance with the terms of this Agreement.

4.2.3 If Sound Transit disagrees with the City's appraisal of the fair market value of any parcel, Sound Transit shall select a qualified appraiser to prepare a written appraisal report of the subject parcel, based on the same scope of work as the City's appraisal.

4.2.4 Sound Transit shall submit its appraisal to the City for review. Upon such submission, the Parties shall negotiate in good faith to come to an agreement as to the fair market

value of the subject parcel. If the Parties reach agreement, they shall close on the subject parcel in accordance with the terms of this Agreement, subject to Section 9 and 11.

4.2.5 If the Parties are unable to agree on fair market value within thirty (30) calendar days after Sound Transit submits its appraisal to the City, the Parties shall mutually select a third appraiser to conduct an independent analysis of the fair market value of the subject parcel, based on the same scope of work as the City's appraisal. The third appraiser shall be selected not later than forty-five (45) calendar days after Sound Transit submits its appraisal to the City. If the Parties are unable to agree on the third appraiser, she/he shall be selected by the Parties' respective appraisers, whose selection shall be final.

4.2.6 The fair market value determined by the independent appraiser shall be final and binding on the Parties, who shall, upon completion of Sound Transit's development and construction activities on the subject parcel, close on such parcel in accordance with the terms of this Agreement, subject to Sections 9 and 11. Provided, however, that if the value determined by the independent appraiser is higher than either of the amounts previously determined by Sound Transit or the City, the subject parcel will be valued at the amount of the higher of the Sound Transit or the City determination of value; and if the value determined by the independent appraiser is lower than either of the amounts previously determined by Sound Transit or the City, the subject parcel will be valued at the amount of the lower of the Sound Transit or the City determination of value.

4.4 All appraisals contemplated hereunder shall be performed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and 49 CFR Part 24.103. The intended users of all appraisals described in this Agreement shall be both the City and Sound Transit.

4.5 All appraisals contemplated hereunder shall employ "across the fence" methodology — *i.e.*, based on a comparison to abutting land — with no premium given to the extent the subject property is part of an established corridor. To the extent the appraisal concerns property separated from a larger parcel acquired by Sound Transit, the appraisal shall disregard such separation and shall value the subject property as though it contained the same physical, legal, and economic attributes as the parcel originally acquired by Sound Transit.

## 5. Rights of Entry.

5.1 City ROW. Prior to conveyance and upon request by Sound Transit, the City shall provide Sound Transit with a right of entry agreement in order for Sound Transit to conduct investigations of each parcel of the City ROW, including without limitation for surveying, performing environmental site assessments, investigating the structural condition of any improvements, investigating soils conditions, sensitive areas, and wetlands, and performing any and all other inspections pertaining to matters affecting the subject parcel for Sound Transit's intended use. Each Party agrees that in conducting its investigation, it will handle any hazardous substances with due care. Each party will be responsible for cleanup of any material that that party causes to be spilled or released into the environment in the course of its investigation. Otherwise,

the Parties agree that the party conducting the investigation will not be a responsible party for that property solely on the basis of having conducted the investigation. The Parties shall negotiate a mutually agreeable right of entry agreement, which shall be issued within thirty (30) calendar days of the request.

5.2 ST Property. Prior to conveyance and upon request by the City, Sound Transit shall provide the City with a right of entry agreement in order for the City to conduct investigations of the subject parcel, including without limitation for surveying, performing environmental site assessments, investigating the structural condition of any improvements, investigating soils conditions, sensitive areas, and wetlands, and performing any and all other inspections pertaining to matters affecting the subject parcel for the City's intended use. Each Party agrees that in conducting its investigation, it will handle any hazardous substances with due care. Each Party will be responsible for cleanup of any material that that party causes to be spilled or released into the environment in the course of its investigation. Otherwise, the Parties agree that the Party conducting the investigation will not be a responsible party for that property solely on the basis of having conducted the investigation. The Parties shall negotiate a mutually agreeable right of entry agreement, which shall be issued within thirty (30) calendar days of the request.

6. Documents. Within thirty (30) calendar days after request by either Party, the other Party shall provide the following: copies of any and all documents containing material information regarding any given parcel of property that are in the Party's actual possession, including without limitation Phase I and II environmental reports, existing surveys, title materials, engineering and environmental studies, and any other existing studies and reports pertaining to such parcel.

7. Condition of Exchange Properties.

7.1 Sound Transit is acquiring the City ROW solely in reliance on Sound Transit's own investigation, inspection and testing thereof, and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the City ROW or its fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the City ROW, have been made by the City or any party acting on behalf of the City. Except as specifically provided in this Agreement, Sound Transit is acquiring the City ROW "as is" and "where is" with any and all damage, faults and defects. Sound Transit agrees that all reports, studies, analyses, maps, drawings, materials and other documents provided by the City to Sound Transit are provided only as an accommodation to Sound Transit, with no representation or warranty as to their completeness, reliability, sufficiency, or accuracy. Provided, however, that nothing herein shall be deemed to be a release, indemnity, or waiver of claims for environmental remediation contribution in the event environmental contamination is discovered on the City ROW.

7.2 The City is acquiring the ST Property solely in reliance on the City's own investigation, inspection and testing of the property, and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the ST Property or its fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the ST Property, have been made by Sound Transit or any party acting on behalf of Sound Transit. The

City is acquiring the ST Property “as is” and “where is” with any and all damage, faults and defects. The City agrees that all reports, studies, analyses, maps, drawings, materials and other documents provided by Sound Transit to the City are provided only as an accommodation to the City, with no representation or warranty as to their completeness, reliability, sufficiency, or accuracy. Provided, however, that nothing herein shall be deemed to be a release, indemnity, or waiver of claims for environmental remediation contribution in the event environmental contamination is discovered on the ST Property.

## 8. Title Review.

### 8.1 City ROW.

8.1.1 Sound Transit has the right to obtain at its cost a commitment for an American Land Title Association (“ALTA”) owner's standard or extended coverage title insurance policy issued by Chicago Title Company or such other title company agreed to by the Parties (“the Title Company”), describing the City ROW, whether or not owned in fee, showing all matters pertaining to the City ROW, listing Sound Transit as the prospective named insured (the “City ROW Preliminary Commitment”), along with copies of all documents referred to in such preliminary commitment as conditions or exceptions to title to the City ROW.

8.1.2 Sound Transit shall give notice to the City of any objectionable matters contained in the City ROW Preliminary Commitment or any supplemental report to such commitment. The City shall notify Sound Transit within ten (10) calendar days of its receipt of Sound Transit’s notice if an owner’s title policy cannot be issued to Sound Transit without an exception for any such objectionable matter. The City’s failure to notify Sound Transit within the ten (10) calendar day period that any such objectionable exception cannot be removed shall require the City to remove such exception at or prior to Closing. If the City notifies Sound Transit that it cannot clear an objectionable exception at or prior to Closing, Sound Transit may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

8.1.3 Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way and other matters affecting title to the City ROW that are created or that may appear of record after the effective date of the preliminary commitment but before conveyance of the City ROW to Sound Transit (hereinafter “Intervening City ROW Liens”), shall be subject to Sound Transit’s approval. Sound Transit shall have ten (10) calendar days after notice in writing of any Intervening Lien, together with a description thereof and a copy of the instrument creating or evidencing the Intervening Lien, to submit written objections thereto. If the City notifies Sound Transit that it cannot clear an objectionable Intervening Lien at or prior to conveyance of the City ROW, Sound Transit may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

### 8.2 ST Property.

8.2.1 The City has the right to obtain at its cost a commitment for an ALTA owner's standard or extended coverage title insurance policy issued by the Title Company,

describing the ST Property, showing all matters pertaining to the ST Property, listing the City as the prospective named insured (the “ST Property Preliminary Commitment”), along with copies of all documents referred to in such preliminary commitment as conditions or exceptions to title to the ST Property.

8.2.2 The City shall give notice to Sound Transit of any objectionable matters contained in the ST Property Preliminary Commitment or any supplemental report to such commitment after receipt of the preliminary commitment or any supplement thereof. Sound Transit shall notify the City within ten (10) calendar days of its receipt of the City’s notice if an owner’s title policy cannot be issued to the City without an exception for any such objectionable matter. Sound Transit’s failure to notify the City within the ten (10) calendar day period that any such objectionable exception cannot be removed shall require Sound Transit to remove such exception at or prior to Closing. If Sound Transit notifies the City that it cannot clear an objectionable exception at or prior to Closing, the City may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

8.2.3 Any liens, encumbrances, easements, restrictions, conditions, covenants, rights, rights-of-way and other matters affecting title to the ST Property that are created or that may appear of record after the effective date of the ST Property Preliminary Commitment but before conveyance of the ST Property to the City (hereinafter “Intervening ST Property Liens”), shall be subject to the City’s approval. The City shall have ten (10) calendar days after notice in writing of any Intervening Lien, together with a description thereof and a copy of the instrument creating or evidencing the Intervening Lien, to submit written objections thereto. If Sound Transit notifies the City that it cannot clear an objectionable Intervening Lien at or prior to conveyance of the ST Property, the City may thereafter either waive its objection and proceed to close subject to the objectionable exception, or may elect to pursue its remedies under the dispute resolution provisions set forth herein.

9. Sound Transit Approvals. Upon completion of its development and construction activities on each parcel of the ST Property, Sound Transit will adhere to its *Real Property Excess, Surplus, and Disposition Policy* as set forth in Sound Transit Resolution No. R2013-30, Attachment A. To the extent Sound Transit declares any portion of the ST Property to be surplus pursuant to that policy, Sound Transit shall seek instructions from the FTA for the disposition of such portion of ST Property. The City understands and acknowledges that FTA may not approve of the conveyance of any given portion of ST Property to the City, in which case this Agreement shall be of no force and effect with respect to such portion of ST Property. The conveyance of any given portion of ST Property to the City shall likewise be subject to and contingent upon the approval of Sound Transit and compliance with RCW 39.33.020, RCW 81.112.080, and RCW 81.112.350 as they may be amended. The Parties understand and agree that, to the extent Sound Transit is unable to compensate the City for the City ROW by conveying ST Property, Sound Transit shall compensate the City by monetary payment as further set forth herein.

10. Accounting. Sound Transit shall maintain the Ledger with the running balance of credits accruing to each Party, and shall make it available to the City upon request. No less frequently than on a semiannual basis, during the term of this Agreement, Sound Transit’s accounting

department shall conduct a reconciliation of the running balance of each Party's credits and give written notice thereof to the City. If the Parties are in agreement, each Party's accounting director or a designee shall sign a document setting forth the then current balance. If the City disagrees with Sound Transit's reconciliation report, it may follow the dispute resolution provisions set forth in Section 18 of this Agreement. In the event the City does not invoke the dispute resolution provision within thirty (30) calendar days of such notice, then Sound Transit's determination shall be conclusive as of the period covered by the reconciliation.

## 11. Closing and Conveyance.

### 11.1 City ROW.

11.1.1 The ordinance authorizing vacation of the City ROW shall set forth the fair market value as set forth in Section 4 of this Agreement. Sound Transit shall deposit the full amount of the fair market value into an escrow account with fifteen (15) working days of adoption of the ordinance. These funds shall be held by [Insert Escrow Company Name] (the "Escrow Agent"). Within five (5) working days of confirmation of deposit, the City shall file the vacation ordinance and quit claim deed with the King County to convey the City ROW to Sound Transit.

11.1.2 Upon such conveyance, the City shall receive a credit on the Ledger that was established pursuant to Section 3, in the amount of the fair market value of the City ROW placed in the escrow account.

11.1.3 Closing of the vacation transaction shall be deemed to have occurred at such time as the ordinance and quit claim deed have been recorded and the appropriate credit has been entered in the Ledger ("Closing").

11.1.4 Sound Transit shall be entitled to possession of the City ROW upon Closing.

### 11.2 ST Property.

11.2.1 Upon determination of the fair market value of each parcel of ST Property as set forth in Section 4 of this Agreement, Sound Transit will complete its surplus process in accordance with its standard procedures, as described in Section 9 of this Agreement.

11.2.2 Contingent upon Sound Transit securing all necessary approvals, Sound Transit will convey the ST Property to the City by execution and delivery of a quit claim deed.

11.2.3 Upon recording of the conveyance document, Sound Transit shall receive a credit on the Ledger that was established pursuant to Section 3 in the amount of the fair market value of the subject parcel as determined in accordance with Section 4 of this Agreement.

11.2.4 Closing of each transaction shall be deemed to have occurred at such time as the deed has been recorded with King County and the appropriate credit has been entered in the Ledger ("Closing").

11.2.5 The City shall be entitled to possession of each parcel of ST Property upon Closing.

12. Termination and Payment. This Agreement shall terminate as of the date of the last conveyance of ST Property as contemplated and permitted by this Agreement, unless sooner terminated as provided in this Section 12.

12.1 The Parties may terminate this Agreement as follows:

12.1.1 By mutual written agreement of the Parties;

12.1.2 In the event of a default, upon not less than thirty (30) calendar days prior written notice to the other defaulting Party, if defaulting Party fails to cure such default within that thirty day period, or such longer period, as may be reasonably determined by the non-defaulting Party, if the defaulting Party is diligently working to cure the default; provided, however, the Parties shall employ the dispute resolution procedures set forth in Section 18 before providing the thirty-day termination notice contemplated herein;

12.1.3 Immediately, upon written notice, if either Party is required by court order, legislative action, or a governmental agency having jurisdiction to take some action, which would effectively prohibit the either Party from implementing this Agreement, in whole or in part; or

12.1.4 Upon not less than sixty (60) calendar days prior written notice for any reason if a Party determines that it is in its best interest to terminate this Agreement. Provided, however, the Parties shall employ the dispute resolution procedures set forth in Section 18 before providing the sixty-day termination notice contemplated herein.

12.2 Upon termination, Sound Transit shall conduct a final reconciliation of the balance of the credits accruing to each Party under the Ledger and shall provide it to the City for review and approval in accordance with Section 10, above. To the extent the value of the City's credits in the Ledger is less than the value of Sound Transit's credits, the Parties shall jointly direct the Escrow Agent to disburse all funds held in the escrow account described in Section 11.1 to Sound Transit and the City shall make a monetary payment to Sound Transit in an amount equal to the difference between the value of Sound Transit's credits and the value of the City's credits. To the extent the amount of the City's credits is greater than the value of Sound Transit's credits, the Parties shall jointly direct the Escrow Agent to disburse payment to the City in the amount of the difference between the value of Sound Transit's credits and the value of the City's credits, and to disburse the remainder of the escrowed funds to Sound Transit. To the extent the value of the City's credits exceeds the combined sum of the escrowed funds and the value of Sound Transit's credits, Sound Transit shall make a monetary payment to Sound Transit in the amount of such excess. Any monetary payment shall be due and payable by the responsible Party within sixty (60) calendar days of reconciliation of the Ledger. If not timely paid, a ten percent (10%) penalty shall be added every thirty (30) calendar days until payment is complete.

13. Road Fund Property. A portion of the City ROW subject to vacation was previously part of Washington State Department of Transportation ("WSDOT") rights-of-way. This property is subject to a deed restriction that all revenue resulting from the sale or vacation of such property be placed into the City's road/street fund to be used exclusively for road and street purposes. Such property is described on Exhibit A-3 and designated herein as the "Road Fund Property." SMC 12.17.030 provides that at least one-half of the proceeds of a right-of-way vacation be dedicated

to the acquisition, improvement, development, and related maintenance of public open space or transportation capital projects within the City. The City believes that SMC 12.17.030 and the deed restriction can be fulfilled by utilizing the Road Fund Property for multimodal transportation purposes. In order to accomplish the transaction set forth in this Agreement, it is the City's intent to seek confirmation from WSDOT that a like-kind exchange of real property for multimodal transportation purposes fulfills the intent of this deed requirement. In the event WSDOT declines to provide such confirmation, the Parties shall jointly direct the Escrow Agent to disburse payment to the City in the amount of the fair market value of the Road Fund Property as determined in accordance with Section 4, and no credit for the Road Fund Property shall be entered into the Ledger.

14. Costs. Except as otherwise set forth herein, each Party shall be responsible for its own out-of-pocket costs and fees pertaining to the transactions contemplated in this Agreement, including without limitation appraiser fees, survey costs, title policy premiums, attorneys' fees, recording fees, and environmental investigation costs. Provided, however, that the Parties shall be jointly responsible for payment of any compensation payable to the independent appraiser described in Section 4 of this Agreement. In the event any parcel of either City ROW or ST Property is subject to any assessment or other charge of any nature whatsoever payable in the year of Closing, such assessment or other charge shall be pro-rated as of Closing.

15. Indemnity.

15.1 The City shall defend, indemnify and hold Sound Transit and its successors and assigns harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (collectively, "Claims") suffered or incurred by reason of or during the ownership, maintenance, and/or operation of City ROW by the City prior to Closing. The City shall defend any Claim covered by this indemnity using counsel reasonably acceptable to Sound Transit. This indemnity shall not apply to the extent any such Claims were occasioned by the sole negligence of Sound Transit or its employees, agents, representatives, contractors, successors, or assigns (including in connection with the right of entry contemplated in Section 5.1 of this Agreement). If the Claims are caused by or result from the concurrent negligence of (a) the City, its agents or employees and (b) Sound Transit, its agents or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions contained herein shall be valid and enforceable only to the extent of the negligence of the City or the City's agents or employees.

15.2 Sound Transit shall defend, indemnify and hold the City and its successors and assigns harmless from and against any and all claims, actions, losses, liabilities, damages, costs, and expenses (collectively, "Claims") suffered or incurred by reason of or during the ownership, maintenance, and/or operation of each parcel of ST Property by Sound Transit prior to Closing on such parcel. Sound Transit shall defend any Claim covered by this indemnity using counsel reasonably acceptable to the City. This indemnity shall not apply to the extent any such Claims were occasioned by the sole negligence of the City or its employees, agents, representatives, contractors, successors, or assigns (including in connection with the right of entry contemplated in Section 5.2 of this Agreement). If the Claims are caused by or result from the concurrent negligence of (a) the City, its agents or employees and (b) Sound Transit, its agents or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions contained herein

shall be valid and enforceable only to the extent of the negligence of Sound Transit or Sound Transit’s agents or employees.

16. Damage or Destruction. If, prior to Closing, a material casualty shall affect any of the City ROW or ST Property, each Party agrees to give the other Party written notice of such occurrence on that Party’s property and the nature and extent of such damage and destruction. Within ten (10) calendar days after written notification, a Party may elect to terminate this Agreement in respect to that damaged or destroy property. Such termination shall be in writing. For the purpose of this section, a material casualty is one that results in damage or loss affecting the property so as to make it infeasible for the use intended by the Party.

17. Personal Property. To the extent any personal property is remaining on any parcel of the City ROW after the Closing on such parcel, such personal property shall become the property of Sound Transit, to be disposed of in any manner Sound Transit deems appropriate. To the extent any personal property is remaining on any parcel of ST Property after the Closing on such parcel, Sound Transit shall have ten (10) calendar days to remove such personal property. If Sound Transit does not timely remove such personal property, the City may dispose of it in any reasonable manner the City deems appropriate. Sound Transit shall be solely responsible for the cost of the disposal with disposal entered as a City credit on the Ledger

18. Dispute Resolution.

18.1 The Designated Representatives of Sound Transit and the City shall confer to resolve disputes that arise under this Agreement as requested by either Party.

18.2 In the event the Designated Representatives are unable to resolve the dispute, the following individuals, or their designee, shall confer and resolve the dispute: Debbie Tarry, City Manager, for the City and Eric Beckman, Deputy Executive Director, Business and Construction Services, for Sound Transit.

18.3 Sound Transit and the City agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

19. Designated Representative. Each Party hereby designates the following Designated Representatives, who shall be the Party’s primary point of contact for the purposes outlined in this Agreement. Either Party may from time to time change its Designated Representative by providing notice to the other Party of such change in the manner set forth in Section 21.

**The City:**

**Sound Transit:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

20. Cooperation. The Parties agree to cooperate to the extent reasonably required to effect the purposes of this Agreement, including without limitation by negotiating, executing, and delivering any and all documents or instruments, and taking any and all actions, that may be necessary or appropriate to give full force and effect to the terms and conditions of this Agreement.

21. Notices.

21.1 All notices and communications concerning this Agreement shall be in writing and shall be addressed to the Designated Representative. Either Party may at any time designate a different person to whom notices or communications shall be given or a different address to which notices or communications shall be delivered, subject to the notice provisions contained herein.

21.2 All notices shall be either (i) delivered in person; (ii) delivered via certified mail, return receipt requested; (iii) delivered by a nationally recognized overnight or same-day courier service; or (iv) delivered via email. Notices delivered as herein provided shall be effective upon delivery.

22. Miscellaneous.

22.1 Time is of the Essence. Time is expressly declared to be of the essence of this Agreement, and of every term, covenant, condition, and provision contained herein.

22.2 Jurisdiction and Venue. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state of Washington. Venue for any action or proceeding under this Agreement shall be in King County, Washington.

22.3 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person or entity shall have any right of action based upon any provision of this Agreement.

22.4 No Partnership. No partnership or joint venture is formed as a result of this Agreement. Except as otherwise expressly provided herein, no employees, agents, representatives, or contractors of one Party shall be deemed to be employees, agents, representatives, or contractors of the other Party.

22.5 Amendments. No modification or amendment of this Agreement may be made except by written agreement signed by both Parties.

22.6 Severability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions shall not be affected thereby.

22.7 Entire Agreement. This Agreement (and any amendments thereto) constitutes the entire agreement of the Parties with respect to the subject matter contained herein.

**IN WITNESS WHEREOF**, each of the Parties has executed this Agreement by having its authorized representative affix his/her signature in the appropriate space below.

**SOUND TRANSIT**

**CITY OF SHORELINE**

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

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

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

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

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

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

Authorized by Motion \_\_\_\_\_

Authorized by \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: \_\_\_\_\_, Legal Counsel

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

DRAFT

**EXHIBIT "B"**

R/W No. LL-509.1  
7<sup>TH</sup> AVE NE  
CITY OF SHORELINE

**INTERGOVERNMENTAL TRANSFER AREA:**

ALL OF 7TH AVE NE AND PORTION OF NE 185TH STREET IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, LYING **NORTHERLY** OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST;  
THENCE S87°58'49"E ALONG THE SOUTH LINE OF SAID SECTION, BEING THE CENTERLINE OF NE 185<sup>TH</sup> STREET, A DISTANCE OF 595.59 FEET;  
THENCE AT RIGHT ANGLES N02°01'11"E A DISTANCE OF 40 FEET TO A POINT ON THE EXISTING NORTH MARGIN OF SAID STREET, BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LINE, BEING THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 34.00 FEET, TO WHICH POINT A RADIAL LINE BEARS S02°26'05"E;  
THENCE LEAVING SAID MARGIN, WESTERLY, TO THE RIGHT ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°56'58" AN ARC DISTANCE OF 2.94 FEET;  
THENCE N87°29'06"W A DISTANCE OF 282.01 FEET TO THE EAST MARGIN OF SR 5, BEING THE END OF THE HEREIN DESCRIBED LINE;

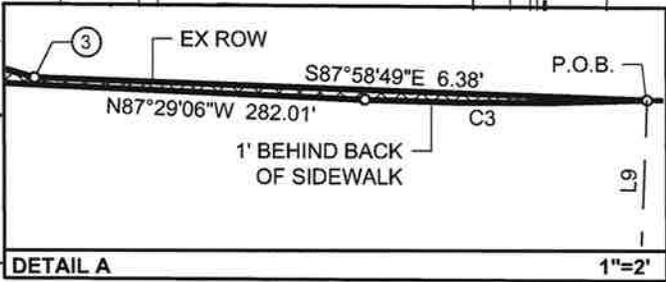
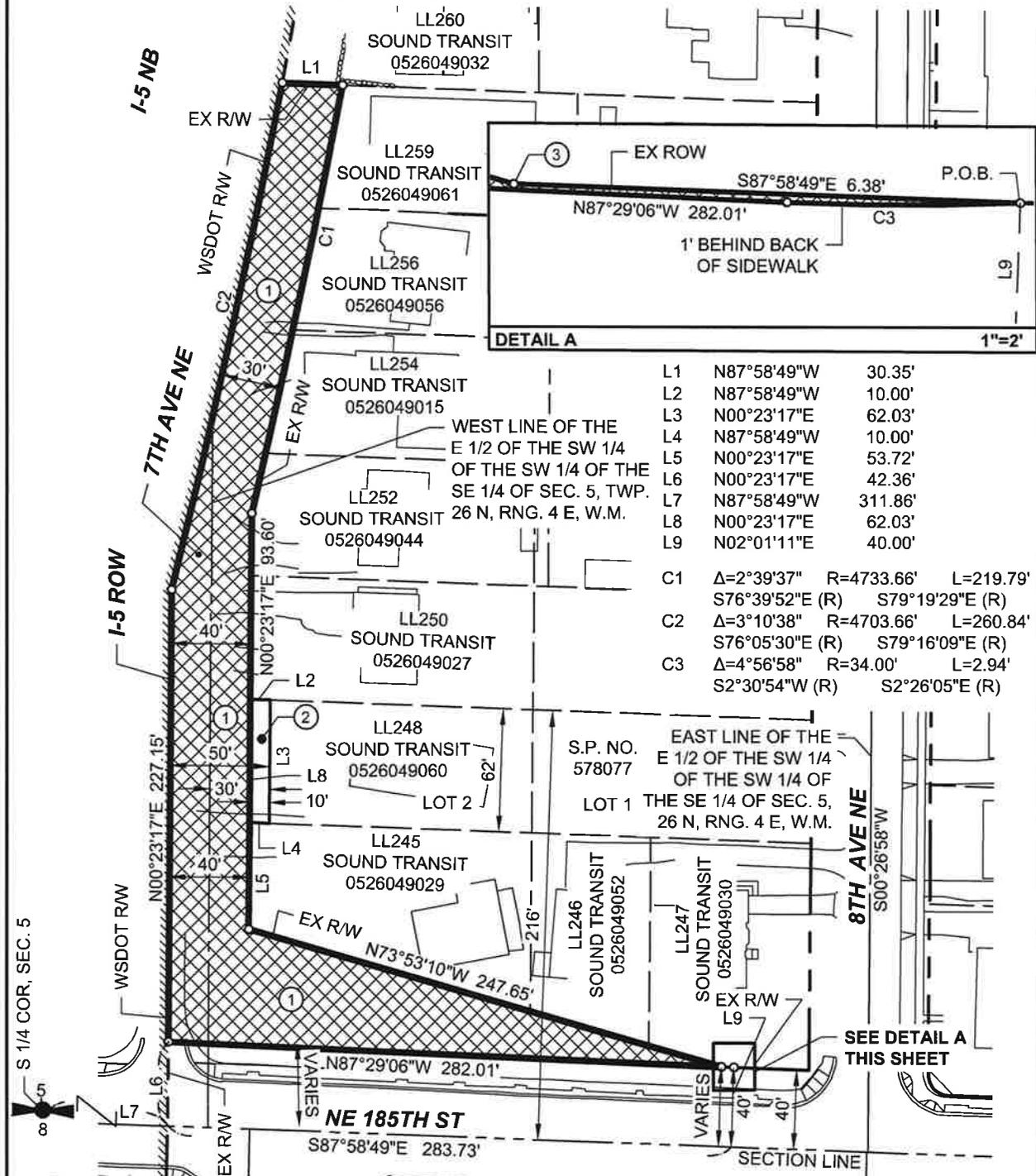
EXCEPT THE EAST 10 FEET OF THE WEST 30 FEET OF THE NORTH 62 FEET OF THE SOUTH 216 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AS DEDICATED TO KING COUNTY UPON RECORDING OF SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;

CONTAINING 24,068 SQUARE FEET.

*Earl J. Bone 2/21/20*

### 7TH AVE NE & NE 185TH STREET INTERGOVERNMENTAL TRANSFER

SW 1/4 SE 1/4 SEC 5, T 26 N, R 4 E, W.M.



L1	N87°58'49"W	30.35'
L2	N87°58'49"W	10.00'
L3	N00°23'17"E	62.03'
L4	N87°58'49"W	10.00'
L5	N00°23'17"E	53.72'
L6	N00°23'17"E	42.36'
L7	N87°58'49"W	311.86'
L8	N00°23'17"E	62.03'
L9	N02°01'11"E	40.00'
C1	Δ=2°39'37" R=4733.66' L=219.79' S76°39'52"E (R) S79°19'29"E (R)	
C2	Δ=3°10'38" R=4703.66' L=260.84' S76°05'30"E (R) S79°16'09"E (R)	
C3	Δ=4°56'58" R=34.00' L=2.94' S2°30'54"W (R) S2°26'05"E (R)	

- ① RW CONVEYED TO KING COUNTY BY DEED, RECORDING NO. 8603110515.
- ② 10' ADDITIONAL RW CONVEYED TO KING COUNTY BY SHORT PLAT NO. 578077, RECORDING NO. 7901170721.
- ③ CURRENT RW ANGLE POINT OPPOSITE ENGINEERS STATION 10+70 ON THE "E. 185TH U.C." LINE SURVEY OF WSDOT R/W PLAN "SR5, SEATTLE FREEWAY, EAST 145TH ST TO EAST 200TH ST."

**LEGEND**

- RIGHT-OF-WAY LINE
- EXISTING RIGHT-OF-WAY LINE
- STREET CENTER LINE
- PROPERTY LINE
- INTERGOVERNMENTAL TRANSFER PARCEL

40 20 0 40 80 NAD 83 (2011)

SCALE IN FEET

INTERGOVERNMENTAL TRANSFER AREA

**SOUNDTRANSIT**

**HNTB Jacobs** trusted design partners

**L & A LIN & ASSOCIATES**

LINK LIGHT RAIL TRANSIT SYSTEM

VACATION AREA: 24,068 SF DATE: 2/21/2020

**EXHIBIT "C"**  
R/W NO. LL509.1  
(KING COUNTY QUIT CLAIM DEED)

**SHORELINE  
INTERGOVERNMENTAL  
TRANSFER**

CITY OF SHORELINE KING COUNTY, WA

Exhibit A-2

**EXHIBIT "B"**

R/W No. LL-509.2  
7<sup>TH</sup> AVE NE  
CITY OF SHORELINE

**VACATION AREA:**

THE EAST 10 FEET OF THE WEST 30 FEET OF THE NORTH 62 FEET OF THE SOUTH 216 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AS DEDICATED TO KING COUNTY UPON RECORDING OF SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;

CONTAINING 620 SQUARE FEET.

*Earl J. Bone 2/21/20*

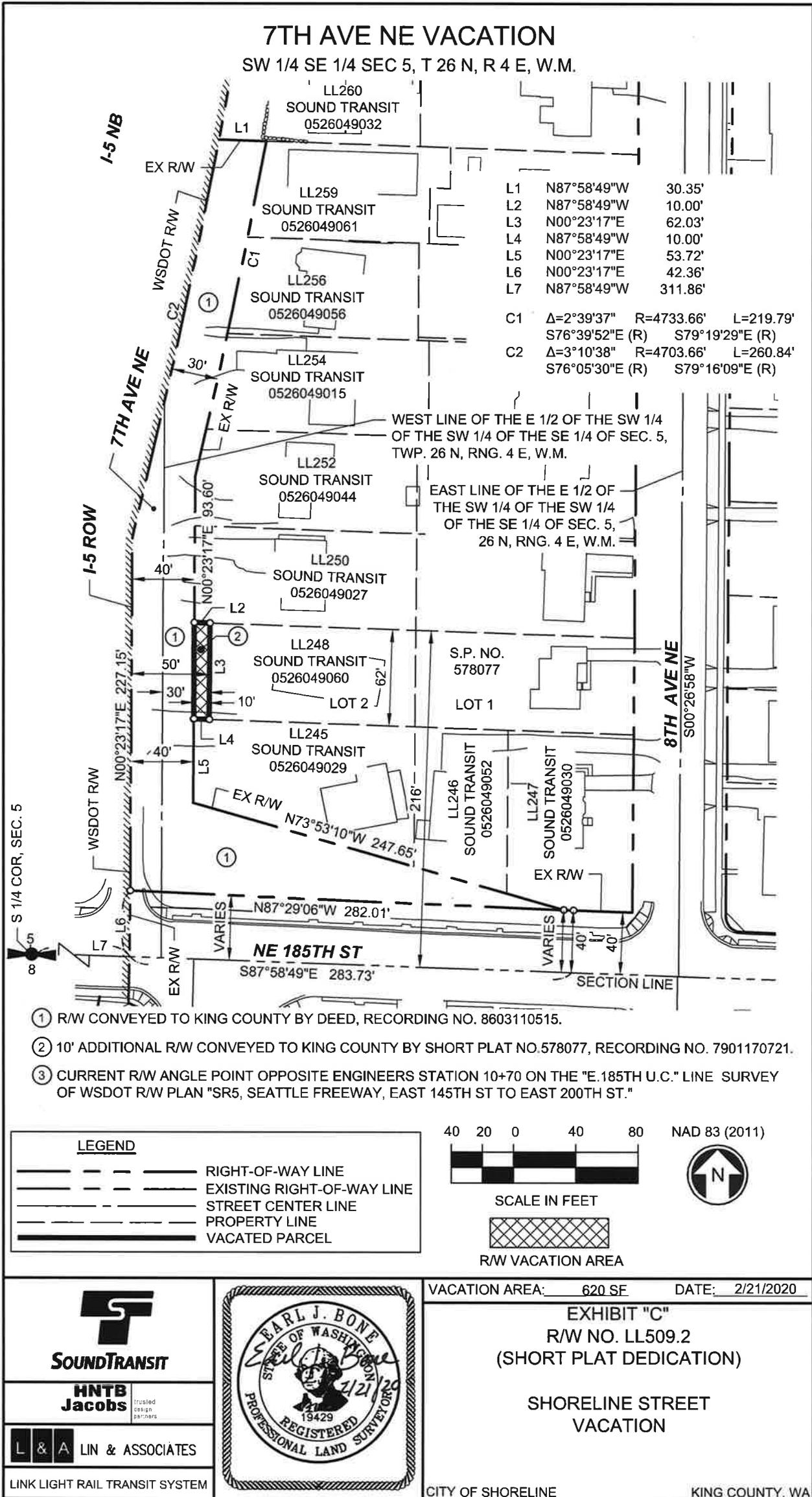


Exhibit B-1

Exhibit B-2

Exhibit C

[Placeholder: exhibits pending from Sound Transit]