

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Right-of-Way Vacation Agreement with Sound Transit for Vacation of a Portion of 7 <sup>th</sup> Avenue NE and for the Intergovernmental Transfer of Portions of 7 <sup>th</sup> Avenue NE and NE 185 <sup>th</sup> Street
<b>DEPARTMENT:</b>	City Manager's Office
<b>PRESENTED BY:</b>	Juniper Nammi, Light Rail Project Manager
<b>ACTION:</b>	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

**PROBLEM/ISSUE STATEMENT:**

Sound Transit, in order to acquire all the property rights needed for the Shoreline North/185<sup>th</sup> Station site, petitioned to vacate 7<sup>th</sup> Avenue NE and a triangular portion of the north side of NE 185<sup>th</sup> Street. Council approved Ordinance No. 875 – Vacation of a Portion of the Rights-of-Way on 7<sup>th</sup> Avenue NE, and Resolution No. 453 – Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit for the Purpose of Light Rail Station/System Construction on March 16, 2020. The City requires compensation for the areas of City ROW to be vacated and transferred. December 31, 2020 was set as the deadline in both Ordinance No. 875 and Resolution No. 453 for execution of a Property Agreement to allow for in-kind trade of property in lieu of cash compensation.

The proposed Right-of-Way Vacation Agreement (ROW Agreement) with Sound Transit (Attachment A) would provide fair market value compensation for these property rights in the form of a property exchange to meet the Property Agreement requirement of both Ord. No. 875 and Res. No. 453. Sound Transit would transfer to the City certain parcels over properties that were acquired in connection with its development of the Project that exceed the transit related needs after construction is completed and can be disposed of as excess property. Additionally, a portion of the compensation would be in the form of easement rights over property Sound Transit cannot dispose of, but where they do not need full use of the ground surface under the elevated guideway.

The ROW Agreement lays out the process by which Sound Transit will guarantee the future transfer of these properties and easements as compensation through deposit of the initially appraised value of the City's property in an escrow account. A balance ledger will be kept documenting the property and value of land and/or easements transferred by the City to Sound Transit and transferred by Sound Transit to the City. Reappraisal of the properties at the time of finalizing the property transfers will ensure that fair market value is still provided.

By this agreement mechanism, the City and Sound Transit can directly trade properties that each need for their respective projects. The City will be receiving properties or easements along the light rail corridor on which the east end of the 148<sup>th</sup> Street non-motorized bridge can terminate, segments of the Trail Along the Rail will be built, and future street connections can be completed in conjunction with redevelopment.

Council discussion of the draft agreement was originally held with the City Council on March 2, 2020. Tonight, Council is scheduled to authorize City Manager execution of the proposed ROW Agreement.

**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 the street vacation area and area of intergovernmental property transfer of approximately \$742,787.86. Through the proposed ROW Agreement, Sound Transit would convey portions of property, acquired for the LLE Project but determined to be surplus after completion, of equivalent fair market value to the City. Sound Transit would also convey easements for multimodal transportation projects over parcels that are not surplus. Sound Transit would deposit the appraised amount in escrow following execution of this ROW Agreement to be held until the final property deed is recorded at the end of the project to transfer ownership to the City.

The Sound Transit property interests 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, 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 or will be covered by adjacent redevelopment.

**RECOMMENDATION**

Staff recommends that City Council authorize the City Manager to execute the Right-of-Way Vacation Agreement (Contract No. 9627) with Sound Transit to facilitate compensation for portions of 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street that are the subject of Ordinance No. 875 for Street Vacation and Resolution No. 453 for Intergovernmental Property Transfer.

Approved By:            City Manager **DT**    City Attorney **JA-T**

## **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 and the 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.

Adoption of both [Ordinance No. 875 - Vacation of a Portion of the Rights-of-Way on 7<sup>th</sup> Avenue NE](#) and [Resolution No. 453 - Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit](#) for the Purpose of Light Rail Station and System Construction on March 16, 2020, authorized conveyance of the property that Sound Transit is seeking. The staff reports for the adoption of these actions can be found at the following links:

- [Adopting Ordinance No. 875 - Vacation of a Portion of the Rights-of-Way on 7<sup>th</sup> Avenue NE](#)
- [Adopting Resolution No. 453 - Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit for the Purpose of Light Rail Station and System Construction](#)

Compensation for this property is required and the City is seeking exchange in kind of property that Sound Transit owns that the City would like to use for multi-modal transportation purposes. Council discussion of a draft property exchange agreement was held with the City Council on March 2, 2020, with the original hearing and discussion for the Resolution No. 453 and Ordinance No. 875. The March 2, 2020 staff reports can be found online at:

- [Discussing Ordinance No. 875 – Vacation a Portion of the Rights-of-way on 7<sup>th</sup> Avenue NE and Property Exchange Agreement](#)
- [Public Hearing on Resolution No. 453 - Intergovernmental Transfer of Property at 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street to Sound Transit for the Purpose of Light Rail Station and System Construction](#)

Sound Transit requested additional time to undertake their property surplus process to ensure that the properties proposed as compensation could be used in this manner. A deadline of December 31, 2020 was set in both actions for execution of a property exchange agreement in lieu of cash compensation to allow for this process to occur.

## **DISCUSSION**

The proposed Right-of-Way Vacation Agreement (ROW Agreement) with Sound Transit (Attachment A) would provide fair market value compensation for these property rights in the form of property exchange. Sound Transit would transfer to the City certain parcels of equal fair market value that were acquired in connection with its development of the Project and that will be determined surplus after construction of the LLE Project is completed. Additionally, where the parcels cannot be transferred in full, an easement

would be granted to allow for City multimodal transportation project and associated public amenities to be constructed.

When this agreement was originally presented to Council, staff from both Sound Transit and the City believed that full fee title conveyance of the proposed compensation parcels would be possible. Through the Sound Transit surplus property process, they determined that the portions of the parcels the City is interested in east of their guideway infrastructure can be designated as excess and conveyed to the City in fee. However, Sound Transit also determined that the portions of the parcels over which the elevated guideway and related infrastructure will be constructed cannot be transferred in fee to the City. Sound Transit is proposing to grant a custom easement within the guideway's transit way area as part of the compensation package. The proposed easement would be site specific and would be somewhat similar to a ROW dedication where the City could build multimodal transportation infrastructure and would be responsible for operations, maintenance, and security in this area.

The ROW Agreement lays out the process by which Sound Transit will guarantee the future transfer of these properties/easements as compensation through deposit of the initially appraised value in an escrow account. A balance ledger will be kept documenting the property and value of land or easements transferred by the City to Sound Transit and transferred by Sound Transit to the City. Reappraisal of the properties at the time of finalizing the property transfers will ensure that fair market value is still provided.

By this agreement mechanism, the City and Sound Transit can directly trade properties or easement rights that each need for their respective projects. The City will be receiving properties and an easement along the light rail corridor on which the east end of the 148<sup>th</sup> Street non-motorized bridge can terminate, segments of the Trail Along the Rail will be built, and future street connections can be completed in conjunction with redevelopment.

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 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 Shoreline North/185<sup>th</sup> Station area. Based on this appraisal, the initially estimated area of 24,429 square feet (including area of fee transfer and street vacation) was valued at \$735,000, which is approximately \$30.087 per square foot. Based on the final surveys, the areas of property transfer (24,068 square feet) and street vacation (620 square feet) total 24,688 square feet. This slight increase is due to a correction made in the southern limit of the area to be transferred under Resolution No. 453. At approximately \$30.087 per square foot, the total value of both areas is approximately \$742,787.86.

The City ROW to be conveyed in fee to Sound Transit per Resolution No. 453 is encumbered by a deed restriction applied by WSDOT when this property was deeded to King County. WSDOT has agreed to release this deed restriction based on City staff covenanting that property received as compensation of equal fair market value will have the same deed restriction applied. This covenant between WSDOT and the City is included as Exhibit G to the ROW Agreement.

Sound Transit's Board Expansion Committee is scheduled to approve this ROW Agreement on December 10<sup>th</sup>, and then it will go to the full Sound Transit Board for authorization on December 17<sup>th</sup>. Electronic routing for execution can follow quickly to meet the December 31<sup>st</sup> deadline.

If this ROW Agreement is not executed by December 31, 2020, then Sound Transit will be required to pay cash compensation for the City ROW properties to be transferred by January 31, 2021. The City would then need to pursue other options for securing the property rights needed for the 148<sup>th</sup> Street bridge and the 3<sup>rd</sup> Ave NE street connection. The Trail Along the Rail segment in this area must be built by Sound Transit and ROW dedication for these alternate sidewalk improvements is a condition of the permit.

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

Authorization of this ROW Agreement with Sound Transit would support the 2020 -2022 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline, Action Steps #5, #6, and #7* by securing property rights needed by Sound Transit for their light rail station and those needed by the City for portions of the Trail along the Rail and the 148<sup>th</sup> Street Non-Motorized Bridge projects.

### **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 the street vacation area and area of intergovernmental property transfer of approximately \$742,787.86. Through the proposed ROW Agreement, Sound Transit would convey portions of property, acquired for the LLE Project but determined to be surplus after completion, of equivalent fair market value to the City. Sound Transit would also convey easements for multimodal transportation projects over parcels that are not surplus. Sound Transit would deposit the appraised amount in escrow following execution of this ROW Agreement to be held until the final property deed is recorded at the end of the project to transfer ownership to the City.

The Sound Transit property interests 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, 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 or will be covered by adjacent redevelopment.

### **RECOMMENDATION**

Staff recommends that City Council authorize the City Manager to execute the Right-of-Way Vacation Agreement (Contract No. 9627) with Sound Transit to facilitate compensation for portions of 7<sup>th</sup> Avenue NE and NE 185<sup>th</sup> Street that are the subject of Ordinance No. 875 for Street Vacation and Resolution No. 453 for Intergovernmental Property Transfer.

**ATTACHMENTS**

Attachment A – Right-of-Way Vacation Agreement with Sound Transit

**RIGHT-OF-WAY VACATION AGREEMENT****GA 0300-19/City Receiving #9627**

This Right-of-Way Vacation 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/185th Station”) and will occupy a section of 7<sup>th</sup> Avenue NE north of NE 185<sup>th</sup> Street, and a triangular area of NE 185<sup>th</sup> Street between Interstate 5 and 8<sup>th</sup> Avenue NE. Portions of these two rights-of-way are subject to public easements and other portions comprise 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, was transferred to the City upon incorporation as provided in RCW 35.02.180. This 1986 deed contains a restriction that the property is for road 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/185th 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 acquire other rights-of-way that the City owns in fee pursuant to Chapter 39.33 RCW (collectively “City ROW”). The City ROW is described on Exhibit A-1 hereto and depicted on 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 considered the Hearing Examiner's recommendation. Ordinance No. 875 and Resolution No. 453 vacated the City ROW and directed actions to be taken to complete conveyance.

G. On March 16, 2020, with the passage of Ordinance 875 the Shoreline City Council authorized vacation of certain City ROW to Sound Transit. On March 16, 2020, with the adoption of Resolution 453 the Shoreline City Council agreed to an intergovernmental transfer of right-of-way property owned in fee to Sound Transit. Both of these actions were conditioned upon Sound Transit entering into a "Property Agreement" with the City to provide for just compensation of the right-of-way. For the purpose of Ordinance 875 and Resolution 453, this Right-of-Way Vacation Agreement is the required Property Agreement.

H. Sound Transit has acquired or will acquire certain parcels of private property in connection with its development of the Project (the "ST Property"). The ST Property is described on Exhibit C-1 hereto and depicted on Exhibit C-2 hereto. Portions of the ST Property, upon completion of Sound Transit's development and construction activities thereon, will exceed Sound Transit's transit-related needs (the "Excess ST Property"). At such time, Sound Transit will declare the Excess 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").

I. The City is interested in acquiring the Excess ST Property to develop multimodal transportation infrastructure for the benefit of the public (the "City Project"). A conceptual rendering of the City Project is attached hereto as Exhibit D. 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 Excess 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 Receiving No. 9047) Sections I.1.1 & 1.2 and consistent with Special Use Permit #18-0140 Condition #L.1.j-k. Sound Transit's willingness to convey the Excess ST Property to the City is expressly in reliance on the City's commitment to develop and maintain the City Project substantially as depicted on Exhibit D.

J. The City is likewise interested in acquiring an easement interest over portions of the ST Property adjacent to the Excess ST Property in connection with its development of the City Project. Subject to all necessary approvals, Sound Transit is willing to convey such easement interest to the City in accordance with the terms of this Agreement.

K. The Excess ST Property and the easement interest referenced above (the "Easement") are depicted in Exhibit E hereto, and are collectively referred to herein as the "ST Property Interests." The Parties understand and agree that the area of the Easement and the Excess ST Property shall be substantially as depicted on Exhibit E, but that the exact dimensions and legal descriptions of same shall be subject to further refinement and agreement.

L. It is the Parties' intent that Sound Transit's conveyance of the ST Property Interests 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 conveyances, including by establishing a process to determine the fair market value of the ST Property Interests and City ROW and by creating a ledger to track the conveyances and the fair market value thereof.

M. The Parties understand and acknowledge that the overall fair market value of the ST Property Interests 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.
2. Conveyance of ST Property Interests. On completion of Sound Transit’s development and construction activities on the ST Property, and contingent upon obtaining all necessary approvals as set forth in Section 9, below, Sound Transit agrees to convey the ST Property Interests to the City in accordance with the terms and conditions of this Agreement. The area of the ST Property Interests shall be as substantially depicted on Exhibit E; provided that the exact dimensions and legal descriptions of same shall be subject to further refinement and agreement; and further provided that such dimensions and descriptions shall not materially deviate from Exhibit E.
3. Creation of Ledger. The Parties shall establish a ledger to track any and all exchanges of value pertaining to the conveyances contemplated herein (the “Ledger”), the form of which is contained in Exhibit F 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 Ordinance No. 875 and Resolution No. 453.
  - 3.2. For each transaction in which Sound Transit conveys a portion of the ST Property Interests to the City, Sound Transit shall receive a credit in the amount of the fair market value of such property interest.
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 selected 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. Ordinance 875 determined compensation to be \$18,653.94 and Resolution 453 determined compensation to be \$724,133.92, for a total of \$742,787.86. 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 Interests 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 portion of the ST Property Interests as of the approximate date of the conveyance of such ST Property Interests in the form of a written appraisal report. The valuation date for purposes of such appraisal report shall be the same as the valuation date for the updated City ROW appraisal report described in Subsection 4.1.8, above.

4.2.2 The City's appraisal shall form the basis of its valuation of the subject interest 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 subject interest 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 portion of the ST Property Interests, Sound Transit shall select a qualified appraiser to prepare a written appraisal report of the subject interest, 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 interest. 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 interest, 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 interest, close on such property interest 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 interest 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.

4.3 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.

4.4 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 Interests 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 Interests or their fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the ST Property Interests, 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 Interests.

## 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 Excess ST Property, showing all matters pertaining to the Excess 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 Excess 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 Excess 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 Excess ST Property to be surplus pursuant to that policy, Sound Transit shall seek instructions from the FTA for the disposition of such portion of Excess ST Property. The City understands and acknowledges that FTA may not approve of the conveyance of any given portion of Excess ST Property to the City, in which case this Agreement shall be of no force and effect with respect to such portion of Excess ST Property. The conveyance of any given portion of Excess 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 Excess 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 Chicago Title Company or such other escrow agent as the Parties mutually designate (the "Escrow Agent"). Within five (5) working days of confirmation of deposit, the City shall file Ordinance No. 875 with the King County and shall execute and record a quit claim deed as to the fee-owned City ROW along with Resolution No. 453 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 of the ST Property Interests 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 and shall, with the City’s assistance and cooperation, legally segregate each parcel of Excess ST Property. Sound Transit shall be responsible for preparing all surveys, parcel maps, and legal descriptions necessary to accomplish such segregation and to create the Easement; provided, however, that the City shall reimburse Sound Transit for all reasonable costs incurred in connection therewith.

11.2.2 Contingent upon Sound Transit securing all necessary approvals, Sound Transit will convey the ST Property Interests to the City by execution and delivery of a quit claim deed or, in the case of the easement, a mutually agreeable easement agreement. Both the easement agreement and the quit claim deed shall provide that the interests to be conveyed to the City therein, or any portion thereof, may terminate in the event the City fails to commence construction on any portion of the City Project within ten (10) years of mutual execution of this Agreement, and Sound Transit shall provide monetary compensation for the City ROW property as set forth in Section 4 Valuation.

11.2.3 Upon recording of such 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 conveyance document 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 the ST Property Interests upon Closing.

12. Termination and Payment. This Agreement shall terminate as of the date of the last conveyance of the ST Property Interests 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 value 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 the City 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 B-1 and depicted on Exhibit B-2 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, the City and WSDOT reached agreement that a like-kind exchange of real property for multimodal transportation purposes fulfills the intent of this deed requirement so long as the deed restriction is applied to the property received in fee as compensation for the Road Fund Property, as covenanted in Exhibit G.

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 Excess 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 the property interests pertaining to 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 destroyed 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:**

Title: Light Rail Project Manager  
Address: 17500 Midvale Ave NE, Shoreline  
Phone #: 206-801-2525 or 206-801-2700  
Email: [jnammi@shorelinwa.gov](mailto:jnammi@shorelinwa.gov) or  
[lrrail@shorelinewa.gov](mailto:lrrail@shorelinewa.gov)

**Sound Transit:**

Name: Taylor Carroll  
Title: Senior Project Manager  
Phone #: 206.689.4867  
Email: [taylor.carroll@soundtransit.org](mailto:taylor.carroll@soundtransit.org)

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.

22.8 Counterparts; Electronic Signature. To facilitate execution, this Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, will constitute one and the same instrument. A Party’s transmission by fax or other electronic means to the other Party of a copy of this Agreement, or of the signature page of this Agreement, bearing the Party’s signature shall be effective as an acceptance of this Agreement, with the same effect as if a fully-executed original had been delivered.

**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: Kimberly Farley  
Its: Deputy Chief Executive Officer  
Date: \_\_\_\_\_

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

Authorized by Motion: M2020-77

Authorized by City Council Motion on  
December 14, 2020

Approved as to form:

Approved as to form:

\_\_\_\_\_  
By: Paul Moomaw, Senior Legal Counsel

\_\_\_\_\_  
By: Julie Ainsworth-Taylor, Assistant City Attorney

- EXHIBITS:
- Exhibit A-1 City Right-of-Way (ROW) Legal Description
  - Exhibit A-2 City Right-of-Way (ROW) Depiction
  - Exhibit B-1 Intergovernmental Property Transfer (Road Fund Property) Legal Description
  - Exhibit B-2 Intergovernmental Property Transfer (Road Fund Property) Depiction
  - Exhibit C-1 ST Property Legal Description
  - Exhibit C-2 ST Property Depiction
  - Exhibit D Conceptual Rendering of the City Project
  - Exhibit E ST Property Interests
  - Exhibit F Ledger
  - Exhibit G WSDOT-City Covenant Letter and Release of Deed Restriction

**EXHIBIT A-1**  
**City ROW Legal Description**

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

**VACATION AREA:**

THAT PORTION OF 7TH AVE NE IN THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 26 NORTH, RANGE 4 EAST, DESCRIBED AS FOLLOWS:

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 40.00 FEET TO A POINT ON THE EXISTING NORTH MARGIN OF SAID NE 185<sup>TH</sup> STREET;  
THENCE N87°58'49"W ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 6.38 FEET;  
THENCE N73°53'10"W CONTINUING ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 247.65 FEET TO A POINT ON THE EXISTING EAST MARGIN OF 7<sup>TH</sup> AVENUE NE;  
THENCE N00°23'17"E ALONG SAID EXISTING EAST MARGIN A DISTANCE OF 53.72 FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING ALONG SAID MARGIN, N00°23'17"E A DISTANCE OF 62.03 FEET;  
THENCE S87°58'49"E A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;  
THENCE S00°23'17"W ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 62.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;  
THENCE N87°58'49"W A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 620 SQUARE FEET.



**EXHIBIT B-1**  
**Intergovernmental Property Transfer (Road Fund Property) Legal Description**

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

**VACATION 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 THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

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 40.00 FEET TO A POINT ON THE EXISTING NORTH MARGIN OF SAID NE 185TH STREET;  
 THENCE N87°58'49"W ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 6.38 FEET;  
 THENCE N73°53'10"W CONTINUING ALONG SAID EXISTING NORTH MARGIN A DISTANCE OF 247.65 FEET TO A POINT ON THE EXISTING EAST MARGIN OF 7<sup>TH</sup> AVENUE NE;  
 THENCE N00°23'17"E ALONG SAID EXISTING EAST MARGIN A DISTANCE OF 53.72 FEET TO THE **POINT OF BEGINNING**;  
 THENCE CONTINUING ALONG SAID MARGIN, N00°23'17"E A DISTANCE OF 62.03 FEET;  
 THENCE S87°58'49"E A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF LOT 2 OF KING COUNTY SHORT PLAT NUMBER 578077, RECORDED UNDER RECORDING NUMBER 7901170721, IN KING COUNTY, WASHINGTON;  
 THENCE S00°23'17"W ALONG THE WEST LINE OF SAID LOT 2 A DISTANCE OF 62.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;  
 THENCE N87°58'49"W A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**;

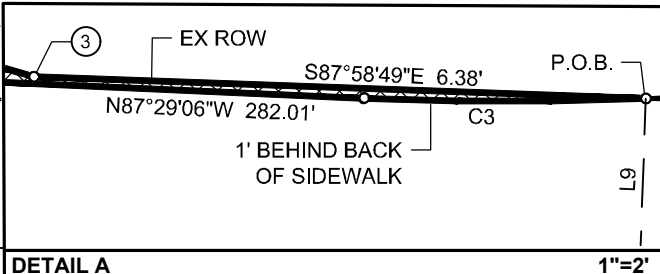
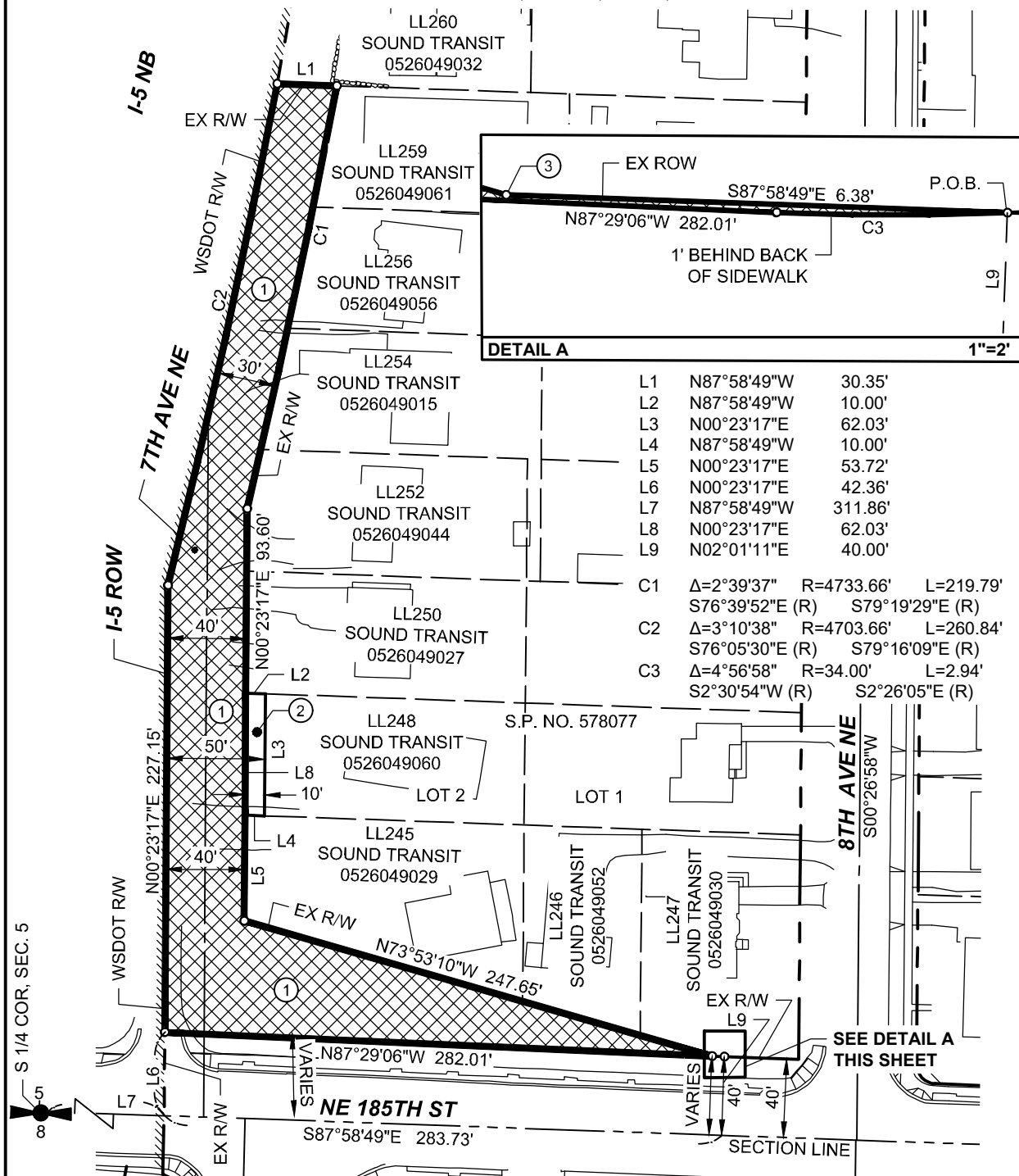
CONTAINING 24,068 SQUARE FEET.



**EXHIBIT B-2**  
**Intergovernmental Property Transfer (Road Fund Property) Depiction**

**7TH AVE NE & NE 185TH STREET VACATION**

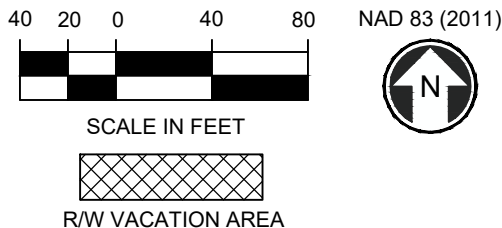
SW 1/4 SE 1/4 SEC 5, T 26 N, R 4 E, W.M.



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'
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 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



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

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

**SHORELINE STREET VACATION**

CITY OF SHORELINE      KING COUNTY, WA

EXHIBIT C-1
ST Property Legal Description

366 | 274

2017070690001.003

LOT DATA

SOUND TRANSIT RAW NO. LL-161: TAX ACCT #200410-0260.
SITE ADDRESS: 309 NORTHEAST 149TH STREET, 98166, SHORELINE, WASHINGTON.
CURRENT OWNER: FRED ZEUFELDT AND GEORGE ZEUFELDT, AS THEIR RESPECTIVE SEPARATE ESTATES.

SOUND TRANSIT RAW NO. LL-162: TAX ACCT #200410-0262.
SITE ADDRESS: 306 NORTHEAST 149TH STREET, 98166, SHORELINE, WASHINGTON.
CURRENT OWNER: CHN KI YI AND YOUNG RYEONG YI, HUSBAND AND WIFE.

SOUND TRANSIT RAW NO. LL-163: TAX ACCT #200410-0246.
SITE ADDRESS: 308 NORTHEAST 149TH STREET, 98166, SHORELINE, WASHINGTON.
CURRENT OWNER: ROBERT A. HUGHES, AS HIS SEPARATE ESTATE AND CHARLENE G. HUGHES, AS TRUSTEE OF THE CHARLENE G. HUGHES LIVING TRUST, EXECUTED APRIL 11, 1984.

SOUND TRANSIT RAW NO. LL-164: TAX ACCT #322220-0030.
SITE ADDRESS: 301 NE 151ST ST, 98166, SHORELINE, WA.
CURRENT OWNER: ANTONIO DIAZ, JR., ALSO APPEARING OF RECORD AS ANTONIO C. DIAZ, JR. AND ELIZABETH M. DIAZ, HUSBAND AND WIFE.

SOUND TRANSIT RAW NO. LL-165: TAX ACCT #281170-0323.
SITE ADDRESS: 15101 3RD AVENUE NORTHEAST, 98166, SHORELINE, WA.
CURRENT OWNER: NATHAN WILLIAM ROGERS AND LINDSAY DANILLE ROGERS, HUSBAND AND WIFE.

SOUND TRANSIT RAW NO. LL-166: TAX ACCT #281170-0322.
SITE ADDRESS: 15108 3RD AVENUE NORTHEAST, 98166, SHORELINE, WA.
CURRENT OWNER: JULIE CHA, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF HER SPOUSE OR REGISTERED DOMESTIC PARTNER, IF MARRIED OR A REGISTERED DOMESTIC PARTNER.

SOUND TRANSIT RAW NO. LL-167: TAX ACCT #281170-0321.
SITE ADDRESS: 15117 3RD AVENUE NORTHEAST, 98166, SHORELINE, WA.
CURRENT OWNER: REYNALDO E. MORALES AND MARIETTA MORALES, HUSBAND AND WIFE.

LEGAL DESCRIPTIONS

LL-161
(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071402-08, DATED JUNE 10, 2016)
LOT 1, KING COUNTY SHORT PLAT NUMBER 88880071, RECORDED UNDER RECORDING NUMBER 8101170865, RECORDS OF KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, RESTRICTIONS... OF THE PLAT OF B.E. DEPREE ADDITION, VOL. 51 OF PLATS, PAGE 58; LL-161 IS A PORTION OF LOT 10 OF SAID PLAT. A 10' DRAINAGE EMBT CENTERED ON LOT LINE 9'10 (LL162/163) IS SHOWN ON THE PLAT.
2 REC NO. 8101170865; IS SHORT PLAT NUMBER 88880071. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON KING COUNTY SHORT PLAT NUMBER 88880071. SEE DISCREPANCY DISCUSSED IN EXCEPTION 3.
3 REC NO. 5010451; TWO 10' SANITARY SEWER EMBTS TO THE LAKE CITY SEWER DIST. ONE RUNS THROUGH THE BACK YARDS OF LL163, LL162 AND A TINY PORTION OF LL161. THE OTHER IS CENTERED ON LOT LINE 9'10 (LL162/163), COINCIDENT WITH THE DRAINAGE EMBT DISCUSSED IN EXCEPTION 1. NOTE: THIS 10' EASEMENT IS REFERENCED ON PAGE 1 OF THE SHORT PLAT (EXCEPTION 2), HOWEVER, ON PAGE 2 OF SAID SHORT PLAT AN UNDEFINED SEWER EASEMENT IS SHOWN IN THE GENERAL LOCATION OF THIS 10' EASEMENT, BUT IS LABELED AS 12'. ACCORDING TO THE DEDICATION ON PAGE 3 OF THE SHORT PLAT, THIS EASEMENT MAY NOW BE 12'.
4 SUPERIOR CASE CAUSE NO 588886; AN ACQUISITION BY WSDOT OF RAW FOR I-5, AFFECTING LL161, LL162, AND LL163. INCLUDES CONDEMNATION OF ACCESS TO I-5 AND OF LIGHT, VIEW AND AIR IN FAVOR OF THE STATE OF WASHINGTON.
5 REC NO. 940220438; A 6' JOINT SIDE SEWER EASEMENT 'AS CONSTRUCTED', BETWEEN LL161 & LL162. RECORDS SHOW A SEWER LINE THAT CROSSES THE FRONT OF THE HOUSE ON LL162 TO REACH LL161, AND TIES INTO THE MAIN SEWER RUNNING THROUGH THE BACK OF LL162.

LL-162

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071463-08, DATED JUNE 9, 2016)
LOT 2, KING COUNTY SHORT PLAT NUMBER 88880071, RECORDED UNDER RECORDING NUMBER 8101170865, RECORDS OF KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, RESTRICTIONS... OF THE PLAT OF B.E. DEPREE ADDITION, VOL. 51 OF PLATS, PAGE 58; LL-162 IS A PORTION OF LOT 10 OF SAID PLAT. A 10' DRAINAGE EMBT CENTERED ON LOT LINE 9'10 (LL162/163) IS SHOWN ON THE PLAT.
2 REC NO. 8101170865; IS SHORT PLAT NUMBER 88880071. COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON KING COUNTY SHORT PLAT NUMBER 88880071. SEE DISCREPANCY DISCUSSED IN EXCEPTION 3.
3 REC NO. 5010451; TWO 10' SANITARY SEWER EMBTS TO THE LAKE CITY SEWER DIST. ONE RUNS THROUGH THE BACK YARDS OF LL163, LL162 AND A TINY PORTION OF LL161. THE OTHER IS CENTERED ON LOT LINE 9'10 (LL162/163), COINCIDENT WITH THE DRAINAGE EMBT DISCUSSED IN EXCEPTION 1. NOTE: THIS 10' EASEMENT IS REFERENCED ON PAGE 1 OF THE SHORT PLAT (EXCEPTION 2), HOWEVER, ON PAGE 2 OF SAID SHORT PLAT AN UNDEFINED SEWER EASEMENT IS SHOWN IN THE GENERAL LOCATION OF THIS 10' EASEMENT, BUT IS LABELED AS 12'. ACCORDING TO THE DEDICATION ON PAGE 3 OF THE SHORT PLAT, THIS EASEMENT MAY NOW BE 12'.
4 SUPERIOR CASE CAUSE NO 588886; AN ACQUISITION BY WSDOT OF RAW FOR I-5, AFFECTING LL161, LL162 & LL163. INCLUDES CONDEMNATION OF ACCESS TO I-5 AND OF LIGHT, VIEW AND AIR IN FAVOR OF THE STATE OF WASHINGTON.
5 REC NO. 940220438; A 6' JOINT SIDE SEWER EASEMENT 'AS CONSTRUCTED', BETWEEN LL161 & LL162. RECORDS SHOW A SEWER LINE THAT CROSSES THE FRONT OF THE HOUSE ON LL162 TO REACH LL161, AND TIES INTO THE MAIN SEWER RUNNING THROUGH THE BACK OF LL162.

LL-163

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071455-06, DATED JUNE 9, 2016)
LOT 9, B.E. DEPREE ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 51 OF PLATS, PAGE 58, RECORDS OF KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, RESTRICTIONS... OF THE PLAT OF B.E. DEPREE ADDITION, VOL. 51 OF PLATS, PAGE 58; A 10' DRAINAGE EMBT CENTERED ON LOT LINE 9'10 (LL162/163) IS SHOWN ON THE PLAT.
2 REC NO. 5010451; TWO 10' SANITARY SEWER EMBTS TO THE LAKE CITY SEWER DIST. ONE RUNS THROUGH THE BACK YARDS OF LL163, LL162 AND A TINY PORTION OF LL161. THE OTHER IS CENTERED ON LOT LINE 9'10 (LL162/163), COINCIDENT WITH THE DRAINAGE EMBT DISCUSSED IN EXCEPTION 1.
3 SUPERIOR CASE CAUSE NO 588886; AN ACQUISITION BY WSDOT OF RAW FOR I-5, AFFECTING LL161, LL162 & LL163. INCLUDES CONDEMNATION OF ACCESS TO I-5 AND OF LIGHT, VIEW AND AIR IN FAVOR OF THE STATE OF WASHINGTON.
4 REC NO. 780320429; A RECORDED SURVEY; ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY, MATTERS SHOWN: FENCES DO NOT CONFORM TO PROPERTY LINES AND A DISCREPANCY BETWEEN THE EASTERLY LINE AND A CONCRETE DRIVEWAY.

LL-164

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071468-06, DATED JUNE 9, 2016)
LOT 3, HEGGEN PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 71 OF PLATS, PAGE 27, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON HEGGEN PARK, VOLUME 71 OF PLATS, PAGE 27.
2 REC NO. 8144700; A 6' x 30' DRAINAGE EMBT GRANTED TO KING COUNTY, WA.

LL-165

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071528-08, DATED JUNE 13, 2016)
LOT 3, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401030860, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 REC NO. 8401030860; IS SHORT PLAT SP #1082041, OF WHICH LL165 IS LOT 3. ANY COVENANTS, RESTRICTIONS... ACCORDING TO THE SHORT PLAT. THE SHORT PLAT MAP DEPICTS A 10' WIDE DRAINAGE EASEMENT IN THE SHAPE OF A 'Y' ON LL-165. THIS STORM DRAINAGE SYSTEM SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLANS ON FILE IN THE DEPARTMENT OF PUBLIC WORKS CENTRAL RECORDS (DWG NO. SP#1082041). A 10'x25' DRAINAGE EMBT IS SHOWN IN THE SE CORNER OF LL-167.
2 REC NO. 4894754; SANITARY SEWER EASEMENT TO LAKE CITY SEWER DIST. AFFECTS JUST THE SOUTH-MOST TIP OF LL165 LYING WITHIN TRACT 5 OF GREEN LAKE 5-ACRE TRACTS.
3 REC NO. 7804031173; A 'REAL ESTATE CONTRACT' FOR WSDOT TO SELL TO MERCIER TRACTS 4 AND 5 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS; WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
4 REC NO. 800250538; A 'QUIT CLAIM DEED' FROM WSDOT TO MERCIER FOR THE SALE OF TRACTS 4 AND 5, BLOCK 3 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS, EXCEPT THEREFROM THAT PORTION PREVIOUSLY CONVEYED BY REC. NO. 8510110887. (BY REC. NO. 8510110887 WSDOT BOLD MERCIER PARCEL LL-167 BY ITSELF.) WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.

LL-166

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071630-08, DATED JUNE 13, 2016)
LOT 2, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401030860, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 REC NO. 8401030860; IS SHORT PLAT SP #1082041, OF WHICH LL166 IS LOT 2. ANY COVENANTS, RESTRICTIONS... ON THE SHORT PLAT. A 10'x25' DRAINAGE EMBT IS SHOWN IN THE SE CORNER OF LL-167. A 10' WIDE DRAINAGE EASEMENT IN THE SHAPE OF A 'Y' ON LL-165.
2 REC NO. 7804031173; A 'REAL ESTATE CONTRACT' FOR WSDOT TO SELL TO MERCIER TRACTS 4 AND 5 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS; WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
3 REC NO. 800250538; A 'QUIT CLAIM DEED' FROM WSDOT TO MERCIER FOR THE SALE OF TRACTS 4 AND 5, BLOCK 3 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS, EXCEPT THEREFROM THAT PORTION PREVIOUSLY CONVEYED BY REC. NO. 8510110887. (BY REC. NO. 8510110887 WSDOT BOLD MERCIER PARCEL LL-167 BY ITSELF.) WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
4 REC NO. 8411008047; A 6' JOINT SIDE SEWER EASEMENT AND AGREEMENT BETWEEN LL166 & LL167 (LOTS 1 AND 2 OF THE SHORT PLAT), WHEREVER CONSTRUCTED.

LL-167

(ACCORDING TO CHICAGO COMMITMENT NUMBER 0071633-08, DATED JUNE 13, 2016)
LOT 1, KING COUNTY SHORT PLAT NUMBER 1082041, RECORDED UNDER RECORDING NUMBER 8401030860, IN KING COUNTY, WASHINGTON.

SPECIAL EXCEPTIONS, EASEMENTS AND RESTRICTIONS

- 1 REC NO. 8401030860; IS SHORT PLAT SP #1082041, OF WHICH LL167 IS LOT 1. ANY COVENANTS, RESTRICTIONS... ON THE SHORT PLAT. A 10'x25' DRAINAGE EMBT IS SHOWN IN THE SE CORNER OF LL-167. A 10' WIDE DRAINAGE EASEMENT IN THE SHAPE OF A 'Y' ON LL-165.
2 REC NO. 7804031173; A 'REAL ESTATE CONTRACT' FOR WSDOT TO SELL TO MERCIER TRACTS 4 AND 5 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS; WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
3 REC NO. 800250538; A 'QUIT CLAIM DEED' FROM WSDOT TO MERCIER FOR THE SALE OF TRACTS 4 AND 5, BLOCK 3 OF GREEN LAKE FIVE ACRE TRACTS NORTHEAST OF A LINE PARALLEL WITH AND 125' NELY WHEN MEASURED AT RIGHT ANGLES FROM THE BASELINE OF SRS, EXCEPT THEREFROM THAT PORTION PREVIOUSLY CONVEYED BY REC. NO. 8510110887. (BY REC. NO. 8510110887 WSDOT BOLD MERCIER PARCEL LL-167 BY ITSELF.) WSDOT RETAINS THE RIGHTS OF LIGHT, VIEW AND AIR, ALSO DOES NOT GRANT ANY ACCESS TO SRS.
4 REC NO. 8411008047; A 6' JOINT SIDE SEWER EASEMENT AND AGREEMENT BETWEEN LL168 & LL167 (LOTS 1 AND 2 OF THE SHORT PLAT), WHEREVER CONSTRUCTED.

Barcode with recording number 20170706900001 and recording date 7/26/17. Includes Sound Transit logo and recording number field.

Sound Transit logo and name.

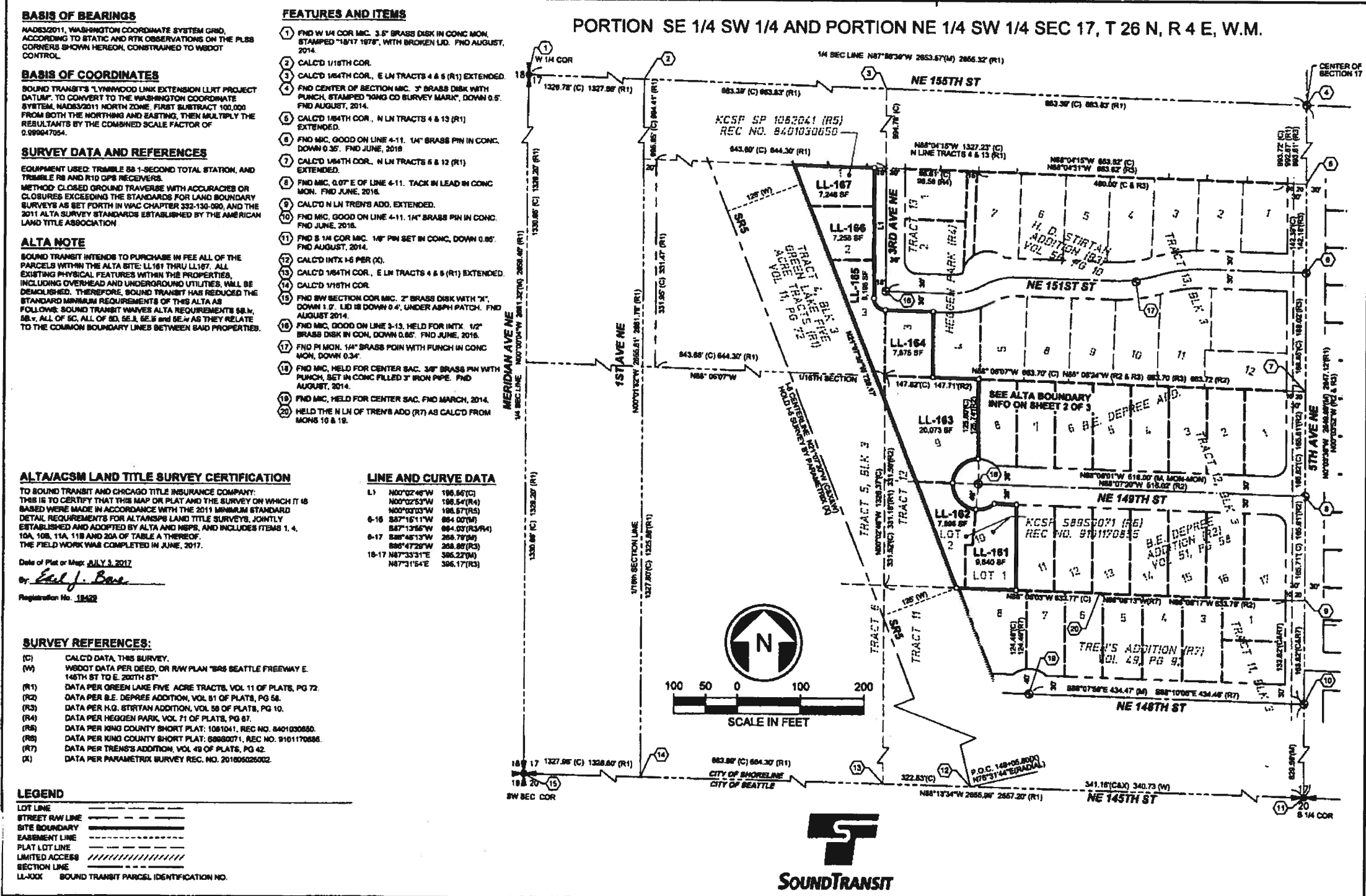
Professional seal for E. J. Bone, Licensed Professional Land Surveyor, No. 71517. Includes LIN & ASSOCIATES logo and contact information.

'ALTA/ACSM LAND TITLE SURVEY' LINK LIGHT RAIL PROJECT. SURVEY OF LYNNWOOD LINK EXTENSION R/W PARCEL LL161-LL167. CITY OF SHORELINE, KING COUNTY, WASHINGTON. Includes drawing and checked by information.

EXHIBIT C-2  
ST Property Depiction  
1 of 2

366/272

2017070690001.001



**BASIS OF BEARINGS**

NADES2011, WASHINGTON COORDINATE SYSTEM GRID, ACCORDING TO STATIC AND RTK OBSERVATIONS ON THE PLBS CORNERS SHOWN HEREON, CONSTRAINED TO WBDOT CONTROL.

**BASIS OF COORDINATES**

SOUND TRANSIT'S LYNNWOOD LINK EXTENSION LLRT PROJECT DATUM, TO CONVERT TO THE WASHINGTON COORDINATE SYSTEM, NADES2011 NORTH ZONE, FIRST SUBTRACT 100,000 FROM BOTH THE NORTHING AND EASTING, THEN MULTIPLY THE RESULTANTS BY THE COMBINED SCALE FACTOR OF 0.999947054.

**SURVEY DATA AND REFERENCES**

EQUIPMENT USED: TRIMBLE S5+ SECOND TOTAL STATION, AND TRIMBLE R8 AND R10 GPS RECEIVERS. METHOD: CLOSED GROUND TRAVERSE WITH ACCURACIES OR CLOSURES EXCEEDING THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC CHAPTER 332-130-000, AND THE 2011 ALTA SURVEY STANDARDS ESTABLISHED BY THE AMERICAN LAND TITLE ASSOCIATION.

**ALTA NOTE**

SOUND TRANSIT INTENDS TO PURCHASE IN FEE ALL OF THE PARCELS WITHIN THE ALTA SITE: LL161 THRU LL167. ALL EXISTING PHYSICAL FEATURES WITHIN THE PROPERTIES, INCLUDING OVERHEAD AND UNDERGROUND UTILITIES, SHALL BE DEMOLISHED. THEREFORE, SOUND TRANSIT HAS REDUCED THE STANDARD MINIMUM REQUIREMENTS OF THIS ALTA AS FOLLOWS: SOUND TRANSIT WAIVES ALTA REQUIREMENTS 58.1, 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8, 58.9, 59.1, 59.2, 59.3, 59.4, 59.5, 59.6, 59.7, 59.8, 59.9, 60.1, 60.2, 60.3, 60.4, 60.5, 60.6, 60.7, 60.8, 60.9, 61.1, 61.2, 61.3, 61.4, 61.5, 61.6, 61.7, 61.8, 61.9, 62.1, 62.2, 62.3, 62.4, 62.5, 62.6, 62.7, 62.8, 62.9, 63.1, 63.2, 63.3, 63.4, 63.5, 63.6, 63.7, 63.8, 63.9, 64.1, 64.2, 64.3, 64.4, 64.5, 64.6, 64.7, 64.8, 64.9, 65.1, 65.2, 65.3, 65.4, 65.5, 65.6, 65.7, 65.8, 65.9, 66.1, 66.2, 66.3, 66.4, 66.5, 66.6, 66.7, 66.8, 66.9, 67.1, 67.2, 67.3, 67.4, 67.5, 67.6, 67.7, 67.8, 67.9, 68.1, 68.2, 68.3, 68.4, 68.5, 68.6, 68.7, 68.8, 68.9, 69.1, 69.2, 69.3, 69.4, 69.5, 69.6, 69.7, 69.8, 69.9, 70.1, 70.2, 70.3, 70.4, 70.5, 70.6, 70.7, 70.8, 70.9, 71.1, 71.2, 71.3, 71.4, 71.5, 71.6, 71.7, 71.8, 71.9, 72.1, 72.2, 72.3, 72.4, 72.5, 72.6, 72.7, 72.8, 72.9, 73.1, 73.2, 73.3, 73.4, 73.5, 73.6, 73.7, 73.8, 73.9, 74.1, 74.2, 74.3, 74.4, 74.5, 74.6, 74.7, 74.8, 74.9, 75.1, 75.2, 75.3, 75.4, 75.5, 75.6, 75.7, 75.8, 75.9, 76.1, 76.2, 76.3, 76.4, 76.5, 76.6, 76.7, 76.8, 76.9, 77.1, 77.2, 77.3, 77.4, 77.5, 77.6, 77.7, 77.8, 77.9, 78.1, 78.2, 78.3, 78.4, 78.5, 78.6, 78.7, 78.8, 78.9, 79.1, 79.2, 79.3, 79.4, 79.5, 79.6, 79.7, 79.8, 79.9, 80.1, 80.2, 80.3, 80.4, 80.5, 80.6, 80.7, 80.8, 80.9, 81.1, 81.2, 81.3, 81.4, 81.5, 81.6, 81.7, 81.8, 81.9, 82.1, 82.2, 82.3, 82.4, 82.5, 82.6, 82.7, 82.8, 82.9, 83.1, 83.2, 83.3, 83.4, 83.5, 83.6, 83.7, 83.8, 83.9, 84.1, 84.2, 84.3, 84.4, 84.5, 84.6, 84.7, 84.8, 84.9, 85.1, 85.2, 85.3, 85.4, 85.5, 85.6, 85.7, 85.8, 85.9, 86.1, 86.2, 86.3, 86.4, 86.5, 86.6, 86.7, 86.8, 86.9, 87.1, 87.2, 87.3, 87.4, 87.5, 87.6, 87.7, 87.8, 87.9, 88.1, 88.2, 88.3, 88.4, 88.5, 88.6, 88.7, 88.8, 88.9, 89.1, 89.2, 89.3, 89.4, 89.5, 89.6, 89.7, 89.8, 89.9, 90.1, 90.2, 90.3, 90.4, 90.5, 90.6, 90.7, 90.8, 90.9, 91.1, 91.2, 91.3, 91.4, 91.5, 91.6, 91.7, 91.8, 91.9, 92.1, 92.2, 92.3, 92.4, 92.5, 92.6, 92.7, 92.8, 92.9, 93.1, 93.2, 93.3, 93.4, 93.5, 93.6, 93.7, 93.8, 93.9, 94.1, 94.2, 94.3, 94.4, 94.5, 94.6, 94.7, 94.8, 94.9, 95.1, 95.2, 95.3, 95.4, 95.5, 95.6, 95.7, 95.8, 95.9, 96.1, 96.2, 96.3, 96.4, 96.5, 96.6, 96.7, 96.8, 96.9, 97.1, 97.2, 97.3, 97.4, 97.5, 97.6, 97.7, 97.8, 97.9, 98.1, 98.2, 98.3, 98.4, 98.5, 98.6, 98.7, 98.8, 98.9, 99.1, 99.2, 99.3, 99.4, 99.5, 99.6, 99.7, 99.8, 99.9, 100.1, 100.2, 100.3, 100.4, 100.5, 100.6, 100.7, 100.8, 100.9, 101.1, 101.2, 101.3, 101.4, 101.5, 101.6, 101.7, 101.8, 101.9, 102.1, 102.2, 102.3, 102.4, 102.5, 102.6, 102.7, 102.8, 102.9, 103.1, 103.2, 103.3, 103.4, 103.5, 103.6, 103.7, 103.8, 103.9, 104.1, 104.2, 104.3, 104.4, 104.5, 104.6, 104.7, 104.8, 104.9, 105.1, 105.2, 105.3, 105.4, 105.5, 105.6, 105.7, 105.8, 105.9, 106.1, 106.2, 106.3, 106.4, 106.5, 106.6, 106.7, 106.8, 106.9, 107.1, 107.2, 107.3, 107.4, 107.5, 107.6, 107.7, 107.8, 107.9, 108.1, 108.2, 108.3, 108.4, 108.5, 108.6, 108.7, 108.8, 108.9, 109.1, 109.2, 109.3, 109.4, 109.5, 109.6, 109.7, 109.8, 109.9, 110.1, 110.2, 110.3, 110.4, 110.5, 110.6, 110.7, 110.8, 110.9, 111.1, 111.2, 111.3, 111.4, 111.5, 111.6, 111.7, 111.8, 111.9, 112.1, 112.2, 112.3, 112.4, 112.5, 112.6, 112.7, 112.8, 112.9, 113.1, 113.2, 113.3, 113.4, 113.5, 113.6, 113.7, 113.8, 113.9, 114.1, 114.2, 114.3, 114.4, 114.5, 114.6, 114.7, 114.8, 114.9, 115.1, 115.2, 115.3, 115.4, 115.5, 115.6, 115.7, 115.8, 115.9, 116.1, 116.2, 116.3, 116.4, 116.5, 116.6, 116.7, 116.8, 116.9, 117.1, 117.2, 117.3, 117.4, 117.5, 117.6, 117.7, 117.8, 117.9, 118.1, 118.2, 118.3, 118.4, 118.5, 118.6, 118.7, 118.8, 118.9, 119.1, 119.2, 119.3, 119.4, 119.5, 119.6, 119.7, 119.8, 119.9, 120.1, 120.2, 120.3, 120.4, 120.5, 120.6, 120.7, 120.8, 120.9, 121.1, 121.2, 121.3, 121.4, 121.5, 121.6, 121.7, 121.8, 121.9, 122.1, 122.2, 122.3, 122.4, 122.5, 122.6, 122.7, 122.8, 122.9, 123.1, 123.2, 123.3, 123.4, 123.5, 123.6, 123.7, 123.8, 123.9, 124.1, 124.2, 124.3, 124.4, 124.5, 124.6, 124.7, 124.8, 124.9, 125.1, 125.2, 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236.5, 236.6, 236.7, 236.8, 236.9, 237.1, 237.2, 237.3, 237.4, 237.5, 237.6, 237.7, 237.8, 237.9, 238.1, 238.2, 238.3, 238.4, 238.5, 238.6, 238.7, 238.8, 238.9, 239.1, 239.2, 239.3, 239.4, 239.5, 239.6, 239.7, 239.8, 239.9, 240.1, 240.2, 240.3, 240.4, 240.5, 240.6, 240.7, 240.8, 240.9, 241.1, 241.2, 241.3, 241.4, 241.5, 241.6, 241.7, 241.8, 241.9, 242.1, 242.2, 242.3, 242.4, 242.5, 242.6, 242.7, 242.8, 242.9, 243.1, 243.2, 243.3, 243.4, 243.5, 243.6, 243.7, 243.8, 243.9, 244.1, 244.2, 244.3, 244.4, 244.5, 244.6, 244.7, 244.8, 2

EXHIBIT C-2  
ST Property Depiction  
2 of 2

366/273

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FEATURES AND ITEMS

- 30 NO CORNER MARKER FOUND. SET RVC 2.0' ELY OF SOUND WALL, 2.7' ELY OF FENCE.
- 31 W END OF FENCE INTERSECTS SOUND WALL AT 2.0' SW AND 2.7' N OF PROP LINE.
- 32 GREEN HOUSE: NW COR IS 0.0' N OF PROP LINE, NE COR IS 0.2' S. NOTE: SOUND TRANSIT CURRENTLY PROPOSES TO ACQUIRE THE NEIGHBORING PARCEL, AND THE GREEN HOUSE TO BE DEMOLISHED.
- 33 FENCE VARIES 2.7 TO 0.0' N OF PROP LINE. NOTE: SOUND TRANSIT CURRENTLY PROPOSES TO ACQUIRE THE NEIGHBORING PARCEL, AND THE FENCE TO BE DEMOLISHED.
- 34 PROP COR IS 0.36' S OF SW COR CONC WALL RUNNING E ON NEIGHBOR PARCEL.
- 35 FENCE WITH 0.5-WIDE CONC FOOTING; E FACE OF FOOTING VARIES 0.4' W TO 0.2' W OF PROP LINE.
- 36 E HOUSE CORNERS ARE 14.4' & 13.7' W OF PROP LINE. N CORNERS ARE 32.0' & 30.4' S OF PROP LINE. S CORNERS ARE 72.7' & 70.4' N OF PROP LINE. W CORNERS ARE 6.9' & 7.7' E OF PROP LINE.
- 37 WATER METER IN RW.
- 38 PRIVATE LIGHT POST.
- 39 GAS METERS. GAS LINES OF RECORD RUN N TO STREET.
- 40 YARD DRAINS.
- 41 NE HOUSE CORNER IS 15.2' S OF SAC RAY. SE COR IS 7.9' W & 7.2' N OF PROP LINE. SW COR IS 87.9' N & 20.7' NE & 17.5' W OF PROP LINE; NW COR IS 19.7' NE & 54.8' S OF PROP LINE.
- 42 MONITORING WELL.
- 43 CATCH BASIN. DRAIN RUNS W INTO WSDOT RW.
- 44 WEDGE CONC DRIVE ENCROACHES 1.6' TO 0.7' W OF PROP LINE. SEE ALSO SPECIAL EXCEPTION 6.

PORTION SE 1/4 SW 1/4 AND PORTION NE 1/4 SW 1/4 SEC 17, T 26 N, R 4 E, W.M.

- 45 FENCE IS 0.7' W OF PROP LINE AT 20.2' N OF S PROP COR, 0.26' W AT 48' N, 1.1' W AT 87.9' N, 0.7' W AT 97' N, 0.9' E AT NORTH PROP COR. SEE ALSO SPECIAL EXCEPTION 6.
- 46 E CORNERS OF HOUSE ARE 11.8' & 12.8' W OF PROP LINE. N CORNERS ARE 68.9' & 62.1' S OF PROP LINE; W CORNERS ARE 45.1' & 56.7' E OF PROP LINE. CLOSEST S CORNERS ARE 45.8' N & 49.2' NW OF SAC RAY; SW COR OF HOUSE IS 88.9' N OF S PROP LINE.
- 47 STORM BASINS STRADDLE PROP LINE WITH OUTLETS TO THE EAST. NO KNOWN EBMTS.
- 48 S FACE OF FENCE IS 0.2' S OF PROP LINE.
- 49 W FACE OF FENCE IS ON PROP LINE.
- 50 NW HOUSE COR IS 30.4' S & 22.7' E OF PROP LINES; NE COR IS 32.78' & 6.9' W OF PROP LINES; SE COR IS 7.0' W & 49.1' N OF PROP LINES; SW COR IS 21.8' E & 49.8' N.
- 51 NO EASEMENT OF RECORD ON LL165 FOR THIS LONG-EXISTING PRIMARY TRUNK SANITARY SEWER LINE, EXCEPT AS NOTED IN EXCEPTION 10.
- 52 GUY ANCHOR AND STORM MANHOLE ENCROACH ON LL165 BY 1' OR SO.
- 53 PLANTER.
- 54 SE HOUSE COR IS 20.7' W OF PROP LINE; NE COR IS 20.7' W & 6.3' S OF PROP LINES; NW COR IS 6.4' S OF PROP LINE, CLOSEST SW CORNERS ARE 7.0' & 8.0' NE OF PROP LINE.
- 55 RECORDS SHOW SIDESEWER FROM LL165 RUNNING THROUGH LL166. NO KNOWN EASEMENT.

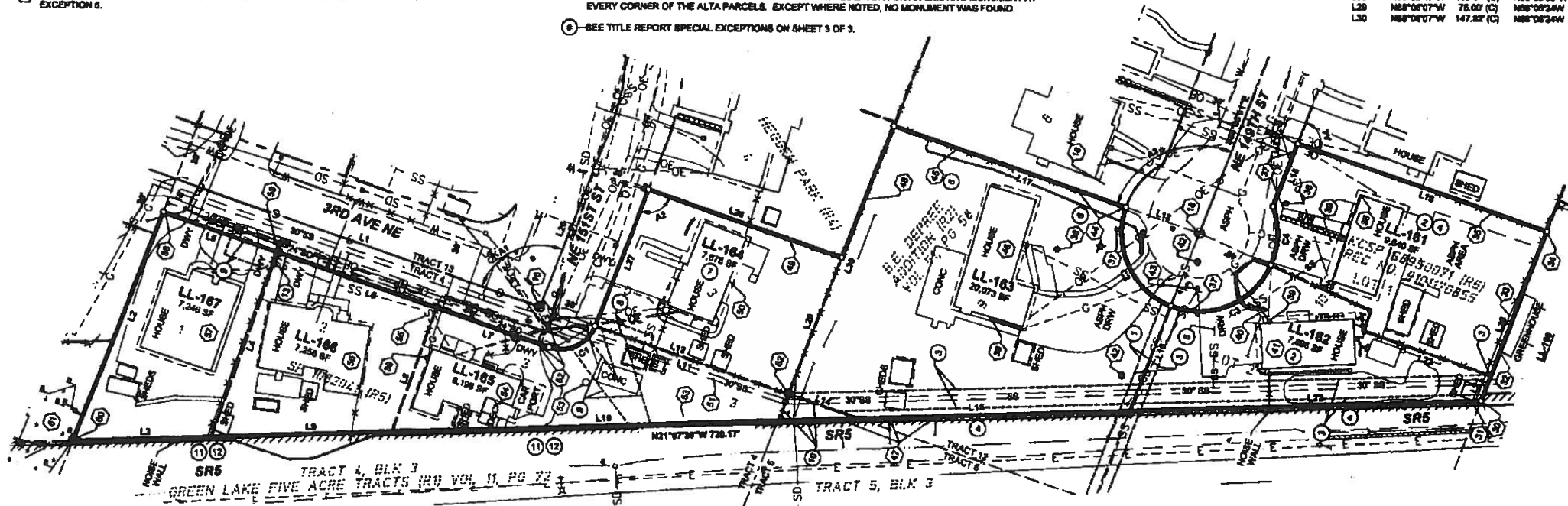
- 56 SE HOUSE COR IS 20.4' W & 28.4' N OF PROP LINES; NE COR IS 25.4' W & 4.8' S OF PROP LINES; NW COR IS 10.3' S & 36.9' E OF PROP LINES; SW COR IS 22.3' N & 18.3' E.
- 57 SE HOUSE COR IS 22.8' W & 11.8' N OF PROP LINES; NE COR IS 28.8' W & 12.8' S OF PROP LINES; NW COR IS 14.3' S & 47.8' E OF PROP LINES; SW COR IS 11.8' N & 31.8' E.
- 58 POWER AND TEL LINES CROSS THE WELY P OF LL167 TO REACH NORTH NEIGHBOR. NO KNOWN EASEMENT.
- 59 FND 1/2" REBAR & CAP "LS 91797" AT 0.00' E & 0.23' S OF CALCD CORNER.
- 60 FND 1/2" REBAR & CAP "LS 91603" ON NORTH PROP LINE AT 0.70' E OF CALCD CORNER.
- 61 THE SOUTH END OF A FLAGGED WETLAND EXTENDS INTO LL167 LESS THAN 1'.
- 62 FOUND 1.25" IRON PIPE WITH PLUG "LS 911030, AT 0.11' S & 0.20' E OF CALCD CORNER.

LINE DATA

LINE NO.	BEARING	DISTANCE	REMARKS
L1	N00°02'47"W	198.55 (C)	N00°02'47"W 198.54' (R4)
L2	N00°03'03"W	198.57 (R5)	N00°03'03"W 198.57' (R5)
L3	N89°04'16"W	126.64 (C)	N89°04'16"W 126.64' (R5)
L4	N21°07'30"W	70.86 (C)	N21°07'30"W 70.86' (R5)
L5	N89°07'13"E	100.97 (C)	N89°07'13"E 100.97' (R5)
L6	N00°02'47"W	81.78 (C)	N00°02'47"W 81.78' (R5)
L7	N00°02'47"W	80.78 (C)	N00°02'47"W 80.78' (R5)
L8	N89°57'13"E	87.82 (C)	N89°57'13"E 87.82' (R5)
L9	N21°07'30"W	82.17 (C)	N21°07'30"W 82.17' (R5)
L10	N21°07'30"W	238.91 (C)	N21°07'30"W 238.78' (R5)
L11	N00°02'47"W	143.29 (C)	N00°02'47"W 141.82' (R5)
L12	N00°02'47"W	105.03 (C)	N00°02'47"W 105.03' (R4)
L13	N89°02'33"W	46.00 (C)	N89°02'33"W 46.00' (R2)
L14	N00°02'47"W	38.22 (C)	N00°02'47"W N/A (R2)
L15	N21°07'30"W	138.54 (C)	N/A (R2)
L16	N89°08'01"W	67.95 (C)	N89°07'20"W (R2 & R8) 67.38' (R5)
L17	N00°03'03"W	128.85 (C)	N00°03'03"W 128.74' (R2)
L18	N89°08'01"W	34.95 (C)	N89°07'20"W 34.88' (R2 & R8)
L19	N00°02'33"W	136.70 (C)	N00°02'33"W 136.73' (R2 & R8)
L20	N89°08'03"W	78.37 (C)	N89°08'12"W 79.37' (R8)
L21	N89°08'03"W	13.81 (C)	N89°08'12"W 13.89' (R8)
L22	N21°07'30"W	178.97 (C)	N21°11'48"W 180.08' (R8)
L23	N00°03'03"W	98.17 (C)	N00°03'03"W 98.22' (R8)
L24	N89°08'25"E	11.16 (C)	N89°04'08"E 11.16' (R8)
L25	N04°52'39"E	68.24 (C)	N04°51'20"E 68.24' (R8)
L26	N89°08'18"W	100.00 (C)	N89°08'24"W 100.00' (R4)
L27	N89°08'18"W	78.00 (C)	N89°08'24"W 78.00' (R4)
L28	N00°02'47"W	105.02 (C)	N00°02'53"W 105.00' (R4)
L29	N89°08'07"W	76.00 (C)	N89°08'24"W 76.00' (R4)
L30	N89°08'07"W	147.82 (C)	N89°08'24"W 147.71' (R2)

GENERAL NOTES:

- 1 ALL FEATURES WITHIN THE ALTA BOUNDARY ARE PROPOSED TO BE DEMOLISHED BY SOUND TRANSIT.
- 2 A SEARCH WAS MADE VISUALLY AND WITH A MAGNETIC LOCATOR FOR AN EXISTING MONUMENT AT EVERY CORNER OF THE ALTA PARCELS. EXCEPT WHERE NOTED, NO MONUMENT WAS FOUND.
- 3 - SEE TITLE REPORT SPECIAL EXCEPTIONS ON SHEET 3 OF 3.



LEGEND

- LOT LINE
- STREET R/W LINE
- SITE BOUNDARY
- EASEMENT LINE
- PLAT LOT LINE
- LIMITED ACCESS
- SECTION LINE
- LL-161 SOUND TRANSIT PARCEL IDENTIFICATION NO.
- R/W RIGHT-OF-WAY
- CLEF CHAIN LINK FENCE
- DRW DRIVEWAY
- SAW SIDEWALK
- ASPH ASPHALT
- BLDG BUILDING
- CONC CONCRETE
- MON SURVEY MONUMENT
- FOUND SURVEY MONUMENT
- FOUND PROPERTY CORNER MON
- SET REBAR & CAP, "BONE LB1942"
- FOUND WSDOT R/W MONUMENT UTILITY
- POLE W LIGHT
- WATER METER
- CATCH BASIN
- STORM DRAIN MANHOLE SEWER
- MANHOLE
- CLEAN OUT
- ELECTRICAL BOX



ANGLE DATA

- A1 91°58'29" (CAR4)
- A2 91°58'29" (CAR4)
- A3 91°58'32" (CAR2)
- A4 89°03'28" (CAR2)

CURVE DATA

LINE NO.	ANGLE	RADIUS	LENGTH	REMARKS
C1	89°02'47"	R=18.87	L=28.67 (C)	
C2	89°03'21"	R=18.63	L=28.64 (R5)	
C3	89°03'28"	R=40.00	L=61.48 (CAR2)	
C4	87°01'20"	R=40.00	L=60.78 (CAR8)	
C5	44°23'15"	R=40.00	L=30.99 (CAR8)	

SURVEY REFERENCES:

- (C) CALCD DATA, THIS SURVEY.
- (W) WSDOT DATA, RAW PLAN "SR5 SEATTLE FREEWAY E. 148TH ST TO E. 200TH ST".
- (R1) DATA PER, GREEN LAKE FIVE ACRE TRACTS, VOL 11 OF PLATS, PG 72.
- (R2) DATA PER, B.E. DEPREE ADDITION, VOL 51 OF PLATS, PG 58.
- (R3) DATA PER, H.G. STRYHAN ADDITION, VOL 58 OF PLATS, PG 10.
- (R4) DATA PER, HEGGON PARK, VOL 71 OF PLATS, PG 67.
- (R5) DATA PER, KING COUNTY SHORT PLAT: 1081041, REC NO. 8401030860.
- (R6) DATA PER, KING COUNTY SHORT PLAT: 88880071, REC NO. 910170856.

20170706900001  
 KING COUNTY, WA  
 RECORDING NO.



**L & A**  
**LIN & ASSOCIATES**  
 Consulting Engineers  
 901 5TH AVE., SUITE 1610  
 SEATTLE, WA 98164  
 PHONE (206) 621-1218  
 LINADMIN@LINAASSOCIATES.COM  
 JOB NO. 1202  
 FILE: ALTA SURVEY LL161-LL167.DWG

"ALTA/ACSM LAND TITLE SURVEY"  
 LINK LIGHT RAIL PROJECT

SURVEY OF LYNNWOOD LINK EXTENSION  
 R/W PARCEL LL161-LL167  
 CITY OF SHORELINE, KING COUNTY, WASHINGTON

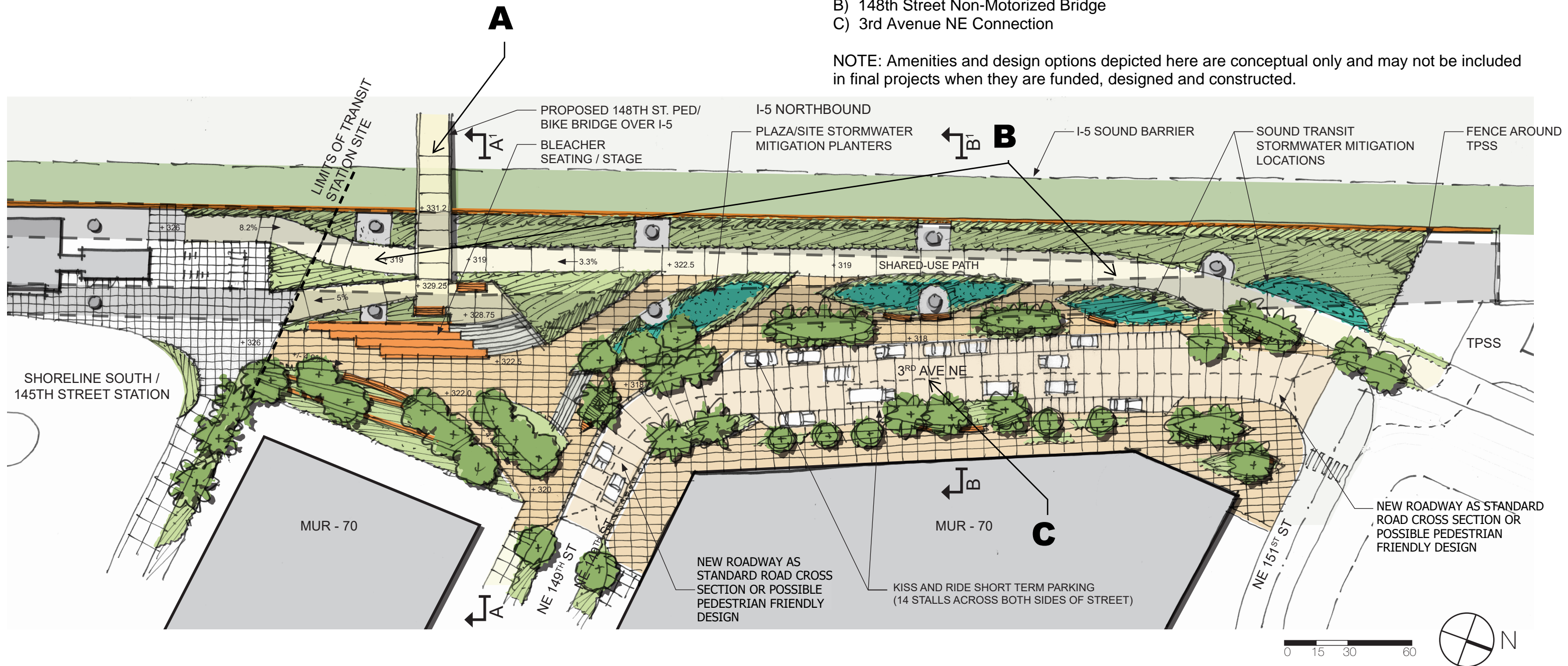
Drawn By:	Date:	Job No.:
J. GOODMAN	7/3/17	
Checked By:	Scale:	Sheet No.:
E. J. BONE	1" = 40'	2 OF 3

**EXHIBIT D**  
**Conceptual Rendering of the City Project**

**Multi-modal Transportation Projects Concept Plan**

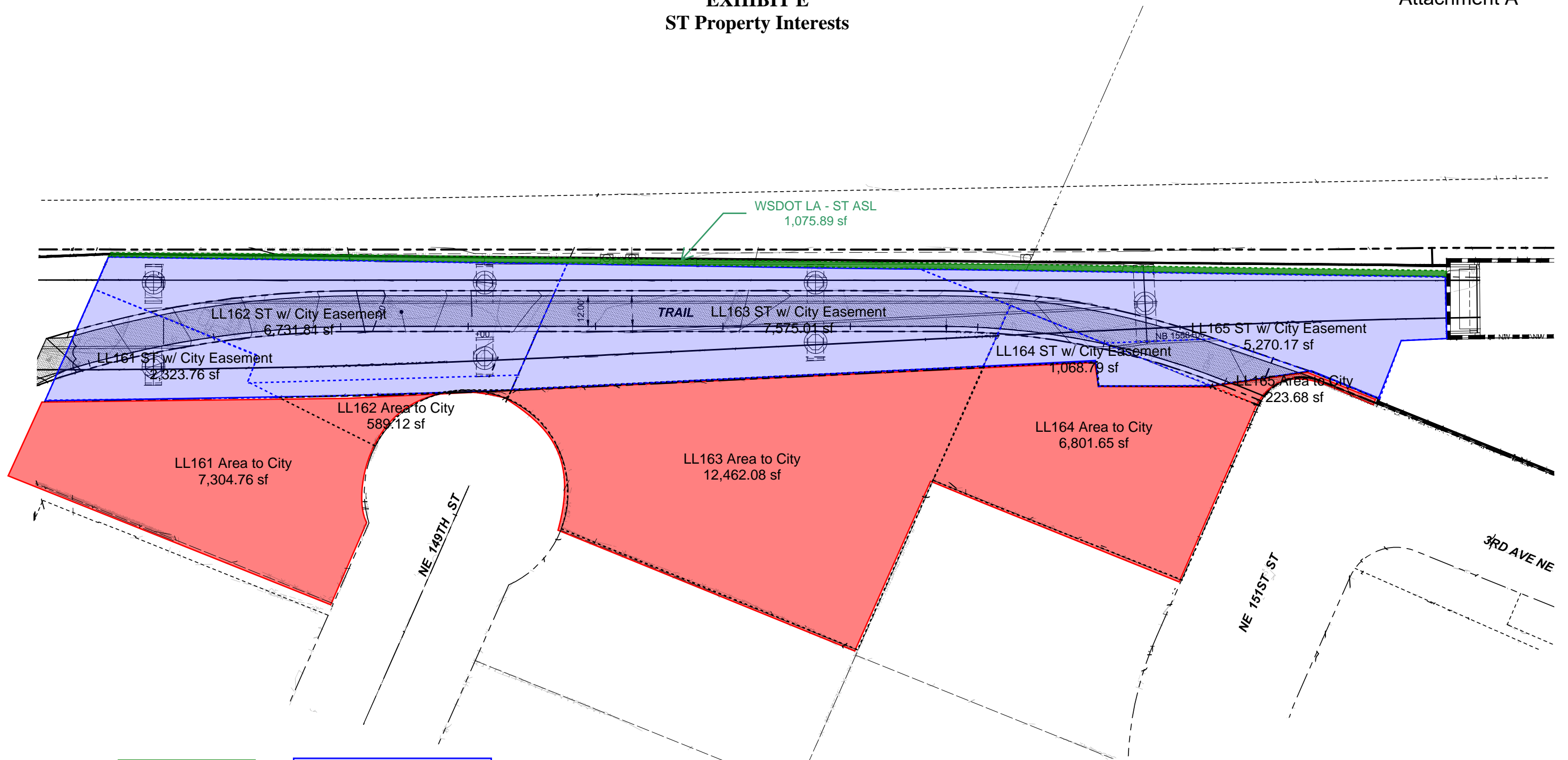
- A) Trail Along the Rail (Shared-use Path) from station to NE 149th St and NE 151st St
- B) 148th Street Non-Motorized Bridge
- C) 3rd Avenue NE Connection

NOTE: Amenities and design options depicted here are conceptual only and may not be included in final projects when they are funded, designed and constructed.



**EXHIBIT E**  
**ST Property Interests**

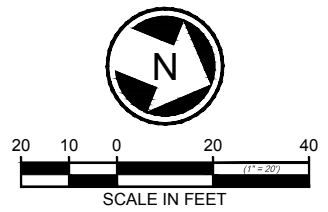
Attachment A



WSDOT  
Limited Access  
with ST Air  
Space Lease

ST Ownership with City  
Easement  
ST-owned land with a  
City of Shoreline  
easement for use and  
maintenance of the  
proposed trail and  
surrounding areas

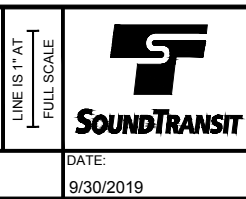
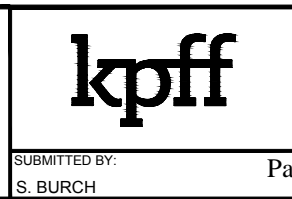
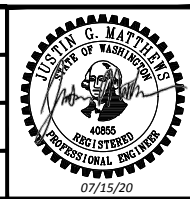
City of Shoreline  
Fee ownership to City  
following designation as  
excess



07/15/20 10:36 AM | SBULL  
Z:\1600001-160099\1600216 (LYNNWOOD LINK)\CADD\DESIGNPW\_DOWNLOADS\L200\L200-L85-CGP122.DWG

No.	DATE	DSN	CHK	APP	REVISION
A	07/14/20	KAI	JGM	JGM	PR #044 - ZONE 3 PERMIT REVISIONS CNWD 059
GA 0591910/0527 ROW Hearing Agreement ISSUED FOR CONTRACT LGO 002					

DESIGNED BY:  
K. IRELAND  
DRAWN BY:  
T. JOHNSON  
CHECKED BY:  
J. MATTHEWS  
APPROVED BY:  
J. MATTHEWS



SCALE:  
1" = 20'  
FILENAME:  
L200-L85-CGP122  
CONTRACT No.:  
RTA / CN 0079-15C  
DATE:  
9/30/2019

**LYNNWOOD LINK EXTENSION**  
**CONTRACT L200**  
NORTHGATE STATION TO NE 200TH STREET  
CIVIL  
GRADING AND PAVING PLAN  
NB 1553+50 TO NB 1559+50

DRAWING No.:  
**L85-CGP122**  
LOCATION ID:  
N16  
SHEET No.:  
405  
REV:  
A

SUBMITTED BY:  
S. BURCH

REVIEWED BY:  
F. CHIHAB

DATE:  
9/30/2019



**WSDOT-City Covenant Letter and Release of Deed Restriction (1 of 7)**

**Washington State  
Department of Transportation**

[NOTE: Release of Deed Restriction Exhibits A, B-1, and B-2 not included in this Exhibit G. Exhibit A is recorded with King County and Exhibits B-1 and B-2 are the same as for this agreement.]

Northwest Region  
15700 Dayton Avenue North  
P.O. Box 330310  
Seattle, WA 98133-9710  
206-440-4000  
TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

March 2, 2020

City of Shoreline Contract #: 9628

Release of Deed Restriction – 7<sup>th</sup> Ave NE and portion of NE 185<sup>th</sup> Street

To Whom It May Concern,

This letter is in response to the City of Shoreline's (City) request for the Washington State Department of Transportation (WSDOT) to release a deed restriction that was placed on certain property WSDOT conveyed to King County pursuant to that Agreement entitled GM 1202, dated April 23, 1984, and Quitclaim Deed dated January 10, 1984, recorded March 11, 1986 under King County Auditor's File No. 8603110515 (Deed).

The certain conveyed property are portions of the following roadways: a portion of NE 185<sup>th</sup> Street between 7<sup>th</sup> Ave NE and 8<sup>th</sup> Ave NE and the portion of 7<sup>th</sup> Avenue NE, north of NE 185<sup>th</sup> Street, located in Section 5 of Township 26 N, Range 4 E. W.M. (approximately 24,068 square feet), as outlined in orange on the Right of Way Plan attached hereto entitled *SR 5-Seattle Freeway\_185th Street ROW Plan* (hereinafter the Road Property).

The Road Property was conveyed to the City by operation of law in/about 1995 when it incorporated and, the City has been utilizing the Road Property for road purposes since that time. The terms of the Deed limit the City's use of the Road Property to "road purposes" and requires "that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county [City] road fund and used exclusively for road purposes" (Deed Restriction).

Sound Transit desires to utilize this portion of the Road Property for the non-road purposes of constructing, operating, and maintaining a light rail station, light rail track, and light rail related features for Sound Transit's Lynwood Link Extension project. To utilize the Road Property, Sound Transit, as majority fee title property owner of abutting properties, has requested that the City complete an intergovernmental transfer of the Road Property pursuant to the process set forth in chapter 39.33 RCW in exchange for Sound Transit's conveyance of other real property of equivalent market value to the City for public road purposes.

To accomplish this vacation, the City requested WSDOT's release the Deed Restriction so as to allow use of the Road Property for non-road purposes. As a condition of this release, as evidenced by Release of Deed Restriction attached hereto, the City covenants to WSDOT that it shall obtain from Sound Transit fee title to other real property of equivalent fair market value to the Road Property and that the City will encumber the title to said real property with the same language as the Deed Restriction. The City further covenants to WSDOT that in the event the real property acquired by the City from Sound Transit is sold, leased, or vacated the revenues resulting therefrom shall be placed in the City road fund and used exclusively for road purposes.




**EXHIBIT G**  
**WSDOT-City Covenant Letter and Release of Deed Restriction (2 of 7)**

Subject to the execution of the Release of Deed Restriction, WSDOT releases the Deed Restriction on the Road Property as described herein and as shown outlined in orange on the Right of Way Plans entitled *SR 5-Seattle Freeway\_185th Street ROW Plan* and described in Exhibit B-1 and depicted in Exhibit B-2 of the *Release of Deed Restriction*, attached hereto.

The undersigned hereby certifies that he/she has the authority to execute this document on behalf of the governmental agency that he/she is signing on behalf of.

**Washington State Department of Transportation**

  
Mike Cotten  
Northwest Region Administrator

3.5.2020  
Date

City of Shoreline:

  
Debbie Tarry  
City Manager

4/8/2020  
Date

Attachments:

*SR 5-Seattle Freeway\_185th Street ROW Plan*  
Release of Deed Restriction

SR5-Seattle Freeway 185th Street ROW Plan

T 26 N. R. 4 E. W.M.

EXHIBIT G  
WSDOT-City Covenant Letter and Release of Deed Restriction (3 of 7)



OWNERSHIPS		ALL AREAS TO NEAREST 10 SQ. FT. UNLESS OTHERWISE NOTED.			
PARCEL NO.	NAME	TOTAL AREA	TAKE	REMAINDER LT.	REMAINDER RT.
7-1075	EARLY	11,630	2,110		2,520
7-1076	NELSON	11,250	1,500	9,750	
7-1077	WATER DIST. NO. 42	11,500	9,470	2,030	
7-1078	LEARNED B.W.	15,290	15,290		
7-1079	LEARNED B.W.	13,090	13,090		
7-1080	LEARNED L.L.	13,090	13,090		
7-1081	ROBERTS	1.36 Ac.	1.35 Ac.		0.01 Ac.
7-1082	Not Used				
7-1083	ROGERS	14,340	2,000		12,340
7-1084	FORBES	14,340	3,980		10,360
7-1085	BEALS	9,600	9,600		
7-1086	SHORELINE SCHOOL DIST. NO. 412	27.81 Ac.	0.70 Ac.	27.11 Ac.	
7-1087	BURKHEIMER	1.20 Ac.	1.20 Ac.		
7-1088	WOLTERS	35,030	35,030		
7-1089	COLUMBIA	17,530	17,530		
7-1090	SLICK	5,620	780	4,840	
7-1091	ESTES	6,480	790	5,690	
7-1092	HEINRICHS	6,900	660	6,240	
7-1093	YOUNG	7,200	540	6,660	
7-1094	ROE	7,200	50	7,150	
7-1096	BLANCHARD	8,790	3,015		5,775
7-1096A	STEWART	7,440	1,560		5,880
7-1097A	PERKINS	9,930	960		8,970
7-1099	NIELSEN	8,820	60		8,760
7-1100	LERCHER	26,250	740		25,510
7-1101	DOWNY	8,800	1,550		7,250
7-1102	ALLEN	17,480	2,330		15,150
7-1103	THORNING	8,850	1,050		7,800
7-1104	ELLIS	8,660	2,440		6,220
7-1065	SEE SHEET 9 FOR OWNERSHIP DATA.				
7-1084A	SCHROEDER	9,600	1,960		7,640
7-1085A	NELSON	9,600	3,470		6,130
7-1074	See Sheet No. 9				
7-1087 A	DUMAS	10,540	13,020		5,520
7-1076 A	BUCKENSTAFF	11,250	1,310	9,940	
7-1076 B	HENSLEY	11,250	940	10,310	
7-1076 C	BINGHAM	11,250	380	10,870	
7-1086 A	ST JOHN	18,920	210		18,710
7-1086 B	PORTIER	21,290	930		20,360

ACCESS APPROACH SCHEDULE		
OWNER	STATION ON ROADWAY	TYPE
WSDOT	260+10 RT.	9-21

ACCESS NOTES:  
NO. 9 THIS APPROACH SHALL BE GATED AND LOCKED WHEN NOT IN USE.  
NO. 21. THE PRIVILEGE OF ACCESS TO AREAS WITHIN THE RIGHT OF WAY IS PERMITTED FROM OUTSIDE THE RIGHT OF WAY TO THE USER DESIGNATED, SOLELY FOR USE AUTHORIZED BY AND SUBJECT TO THE CONDITIONS OF THE FRANCHISE, PERMIT, OR AGREEMENT SPECIFIED. NO ACCESS WILL BE ALLOWED TO THE TRAVELED HIGHWAY LANES OR RAMPS.

NOTES  
ALL PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS, AND ALLEYS ARE CEMENT CONCRETE UNLESS OTHERWISE NOTED.  
COORDINATE SYSTEM USED: LAMBERT NORTH ZONE.

\* ALL BEARINGS AND DISTANCES PRECEDED BY AN ASTERISK ARE TAKEN FROM TITLE REPORTS AND PLAT MAPS.

LEGEND	
STATE OWNED-DEPT. OF HIGHWAYS	(WSHD)
ACCESS TO BE PROHIBITED SHOWN THUS:	(Hatched pattern)
PROPERTY OWNERSHIP NUMBERS	(7-105)
PROPERTY LINES	(Dashed line)
BEAUTIFICATION OWNERSHIPS	(BT-105)
COORDINATED MONUMENT, CITY OF SEATTLE	(Circle with cross)
EXISTING MONUMENT	(Circle)
RETAINING WALL	(Dashed line with cross-hatch)
ROCKERY	(Wavy line)

**Exhibit A**  
**(PRIMARY STATE HIGHWAY NO. 1) SR 5**  
**SEATTLE FREEWAY**  
E. 145th St. TO E. 200th St.  
KING COUNTY  
RIGHT OF WAY  
Sta. 259+50 to Sta. 271+75

WASHINGTON STATE HIGHWAY COMMISSION  
DEPARTMENT OF HIGHWAYS  
OLYMPIA, WASHINGTON  
E. J. VETCHAM, CHAIRMAN  
R. A. MOSSIE  
A. COWELL  
D. S. ZAHN

SCALE: 1 Inch = 50 Feet  
APPROVED May 31, 1961  
SHEET 10 OF 18 SHEETS

CURVE DATA		SPIRALS BACK & AHEAD	
P.I. STATION	Δ CΔ D R T L Q DE Ls	P.I. STATION	Δ CΔ D R T L Q DE Ls
B.L. 258+78.13	25°-12'-30" L. 24°-02'-12" 1°15'00" 4,583.66' 1,071.81 1,922.93 11/3 0°35'-09" 0.9375	5TH-185TH 7+6773	37°-06'-59" L. 20°-00'-00" 286.48' 96.18 185.58

ACCESS NOTE:  
TRAFFIC MOVEMENT WILL BE PERMITTED OVER THE HIGHWAY ON STRUCTURE LOCATED AT: EAST 185TH STREET

CENTER LINE RECORDED  
VOLUME 2 HIGHWAY PLATS  
PAGE 170 AUD. FILE# 5352667  
RECORDS OF COUNTY SHOWN

LETTER	DATE	DESCRIPTION	BY
Letter 3-01-04	7-29-05	Added Type 9-21 Access Approach Sta. 260+10 RT.	HEP
Letter 11-8-83	2-6-84	Added turnback lines & relinquishments to county on Rt 259+50 to 267+80 & on Lt. 261+09.45 to 266+51.8	RLS
Letter 6-15-83	8-15-83	Deleted beautification areas of noted conveyances	RLS
Letter 11-10-76	12-3-76	Deleted beautification area on Rt. Sta. 269+00.1 to Sta. 271+75	RLS
Letter 2-28-66	5-3-66	Beautification areas added Rt. Sta. 263+50 to Sta. 271+75	ALB
Letter 10-23-62	1-22-63	R/W & Stationing Rev. on 185th St. Sta. 1+10 to Sta. 271+75	B.K.
Letter 5-31-62	6-12-62	Stationing on E. 185th St. Added	B.K.
Letter 1-30-62	2-14-62	Ownership 7-1087A & Other areas Added	ALL
Letter 10-6-61	11-7-61	Ownerships added	B.K.
Letter 3-01-04	7-29-05	Ownerships added	ALL

61 Seattle Freeway  
N 7th E 200th  
County  
40N  
Sheet 10 of 18 (1"=50')

DRAWER 9-D: R/W 5/1798

**EXHIBIT G**  
**WSDOT-City Covenant Letter and Release of Deed Restriction (4 of 7)**

Attachment A

**AFTER RECORDING RETURN TO:**

Washington State Department of Transportation  
Northwest Region  
15700 Dayton Avenue N  
PO Box 330310  
Seattle, WA 98133-9710

**RELEASE OF DEED RESTRICTION**

**Whereas**, by Quitclaim Deed dated January 10, 1984, recorded March 11, 1986 under King County Auditor's File No. 8603110515 (Deed), the Washington State Department of Transportation (WSDOT), a state agency, conveyed certain land on the WSDOT Right of Way Plans entitled *SR 5, Seattle Freeway, E. 145th ST. to E. 200th ST.* (**Exhibit A** attached hereto), to King County, a municipal corporation, subject to a Deed Restriction which states:

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such road shall be placed in the county road fund and used exclusively for road purposes.

**Whereas**, said land was conveyed to the City of Shoreline, a municipal corporation, by operation of law in/about 1995 when the City incorporated and has been used by the City for road purposes since that time; and

**Whereas**, the Central Puget Sound Regional Transit Authority (Sound Transit) sought vacation of certain portions of said land as described on **Exhibit B-1** hereto and depicted on **Exhibit B-2** hereto (Property) for non-road purposes, namely for the constructing, operating, and maintaining a light rail station, guideway, and related features for its Lynnwood Link Extension project; and

**Whereas**, to permit Sound Transit to utilize said Property for non-road purposes, WSDOT must release the Deed Restriction encumbering said Property but WSDOT is still obligated to retain the Deed Restriction; and

**Now Therefore**, in consideration of the promises and covenants set forth below, WSDOT and the City hereby execute this Release of Deed Restriction as follows:

**Section 1. Release of Deed Restriction.**

- A. WSDOT hereby releases the Deed Restriction showing on Page 1 of the Quitclaim Deed dated January 10, 1984, recorded March 11, 1986 under King County Auditor's File No. 8603110515, but only in relationship to the Property.

**Section 2. City of Shoreline Covenants.**

In consideration of the release of the Deed Restriction, the City of Shoreline hereby covenants:

- A. The City shall record this Release of Deed Restriction with the King County Recorder's Office.
- B. The City shall obtain from Sound Transit fee title to other real property (Exchange Property) of equivalent fair market value to the Property.
- C. The City shall encumber the fee title to the Exchange Property with the same language as the Deed Restriction.
- D. If the City sells, leases, or vacates the Exchange Property, the revenues resulting therefrom shall be placed in the City's Road Fund and used exclusively for road purposes.

///

*Signatures and Notary Certification on following pages*

EXHIBIT G

WSDOT-City Covenant Letter and Release of Deed Restriction (6 of 7)

Therefore, the Washington State Department of Transportation and the City of Shoreline executes this Release of Deed Restriction which becomes effective upon its execution.

Dated this 20 day of May, 2020.

Washington State Department of Transportation

[Signature]  
Roger Millar  
Secretary of Transportation

5/20/2020  
Date

STATE OF WASHINGTON )  
  )  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence Roger Millar is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument as the Secretary of Transportation, State of Washington, Department of Transportation and acknowledged the said instrument to be the free and voluntary act and deed of the Washington State Department of Transportation, for the uses and purposes therein mentioned.

DATED this 20 day of May, 2020.

[Signature]  
(signed name of notary)

Betsy Chase  
(printed name of notary)

Notary Public in and for the  
State of Washington  
Residing at King County  
My appointment expires 9/30/2023



City of Shoreline Signature and Notary Certification on following page.

