

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

<b>AGENDA TITLE:</b>	Authorizing the City Manager to Execute a Ridgecrest Park Property Exchange and Mitigation Agreement with Sound Transit
<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:**

The Sound Transit proposed Lynnwood Link Extension (LLE) light rail project is permanently impacting Ridgecrest Park due to partial fee and easement acquisitions necessary for construction of the light rail guideway (tracks), a new cul-de-sac street end for NE 161<sup>st</sup> Street, and relocation of the sanitary sewer east into the park. City staff have worked with Sound Transit to reach agreement on compensation for these impacts through restoration of impacted amenities and replacement of park property with adjacent property to ensure that King County Forward Thrust covenant requirements are met.

Council authorized execution of an Administrative Possession and Use Agreement (Exhibit I of Attachment A) on July 22, 2019, to allow more time for negotiation of a property exchange agreement that would clearly document the compensation being provided to the City in exchange for the easements and fee acquisitions needed for the LLE Project. The fee and easement acquisitions needed by Sound Transit, as well as the related Public Rights-of-Way (ROW) Dedication deed for the new NE 161<sup>st</sup> Street cul-de-sac area, were previously authorized by Council on June 24, 2019, and the Temporary Construction Easement has been executed.

Property acquired by Sound Transit to replace the fee acquisition from existing Park property was identified at that time as the two parcels east of the current parking lot of the park (PN 2111600040 and PN 2111600035). These properties will be deeded to the City as replacement park area and a small portion of ROW dedication per the proposed Property Exchange and Mitigation Agreement (Property Agreement) included as Attachment A. The Property Agreement is now finalized and ready for Council consideration. This Property Agreement needs to be executed prior to opening the new park parking lot for public use. The parking lot is anticipated to be sufficiently completed in early to mid-April 2021, as soon as weather allows for paving of the parking lot and final landscaping completion.

**RESOURCE/FINANCIAL IMPACT:**

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of new park property and improvement replacement as documented in this Agreement. Completion of the replacement park amenities and deed transfer of the replacement property and ROW Dedication will allow for release of the escrow deposit required under the Possession and Use Agreement back to Sound Transit. Maintenance and operational cost for the replaced park amenities has not been estimated by City staff but is expected to be comparable to as the impacted amenities.

**RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the proposed Ridgecrest Park Property Exchange and Mitigation Agreement and further authorize the City Manager to execute all documents necessary to effectuate the exchange, including the proposed Ridgecrest Park Fee Acquisition Bargain and Sale Deed and the proposed Public Rights-of-Way Dedication Deed in substantially the form as attached to the Property Agreement or in a form acceptable to the City Attorney.

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

## **INTRODUCTION**

The Sound Transit proposed Lynnwood Link Extension (LLE) light rail project is permanently impacting Ridgecrest Park due to partial fee and easement acquisitions necessary for construction of the light rail guideway (tracks), a new cul-de-sac street end for NE 161<sup>st</sup> Street, and relocation of the sanitary sewer east into the park. City staff in the City Manager's Office, Parks, Public Works, and Planning departments worked with the Sound Transit's design team to reach a final design that would address cost and design issues for the project, while also meeting both the Federal park protection regulations and the local property covenant protection. The final design necessitates both temporary construction and permanent fee and easement acquisitions for the scope of the project and adequately replaces the impacted property and improvements with equal or greater value improved park land.

City staff have worked with Sound Transit to reach agreement on compensation for these impacts through restoration of impacted amenities and replacement of park property with adjacent property to ensure that King County Forward Thrust covenant requirements are met. Tonight, the City Council is being asked to authorize the City Manager to execute the proposed Ridgecrest Park Property Exchange and Mitigation Agreement (Attachment A) to document and formalize the property and improvement compensation as agreed by concurrence letter in March 2018.

## **BACKGROUND**

Staff presented to Council the proposed impacts to Ridgecrest Park due to Sound Transit's LLE Project on June 24, 2019. At that meeting, Council authorized execution of the required temporary and permanent easements for these impacts, as well as authorizing finalization and execution of the applicable deed and agreements necessary. At the Council's July 22, 2019 meeting, the City Council authorized a revised version of the Ridgecrest Park Possession and Use Agreement to include the appraised value of the easements and requiring an escrow deposit in the total amount of \$354,400 to be held until a property exchange agreement could be negotiated and executed, final deeds and easements are recorded transferring the property interests, and required mitigation improvements are constructed. A link to the staff reports from these meetings are provided below.

- **June 24, 2019:**  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport062419-7i.pdf>.
- **July 22, 2019:**  
<http://cosweb.ci.shoreline.wa.us/uploads/attachments/cck/council/staffreports/2019/staffreport072219-7e.pdf>.

## **DISCUSSION**

The Administrative Possession and Use Agreement entered into with Sound Transit on July 31, 2019 specifies in Section 4 that the City and Sound Transit "shall continue negotiations regarding the consideration to be provided by Sound Transit for the

Property Interests.” The Property Agreement proposed for Council action tonight is the result of those negotiations and documents the following exchange of property interests and improvements for acquisitions required and impacts to infrastructure that could not be avoided.

The City will convey to Sound Transit the listed Park Property Interests (included as exhibits to Attachment A) in the parcels known as Ridgecrest Park including:

- Ridgecrest Park Fee Take Acquisitions Bargain and Sale Deed (Exhibit B)
- Wall Maintenance Easement for noise wall (Exhibit C)
- Utilities Easement for wastewater main relocation (Exhibit D)
- Subsurface Anchors Easement for retaining wall anchors (Exhibit E)
- Temporary Construction Easement for construction of the LLE Project (Exhibit F, executed but not recorded)

These agreements were previously authorized by the City Council for execution by the City Manager on June 19, 2019 and July 22, 2019.

Sound Transit will convey to the City the replacement property interests identified as ST Property including:

- Bargain and Sale Deed of two parcels as new park property (Exhibits G and J)
- ROW Dedication Deeds of area required for new cul-de-sac on NE 161<sup>st</sup> Street (Exhibit J)

### **Forward Thrust Covenant**

As previously mentioned, the property exchange is necessitated by the agreement between the City and King County by Interlocal Agreement (Clerks Receiving #240) to include in the deed for Ridgecrest Park the following specific covenant due to King County Forward Thrust Bond requirements that funded purchase of the park:

*“The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that all user fees, including charges by any lessees, concessionaires, or other assignees shall be the same rate for non-City residents as for the residents for the City, unless the city has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by City and non-City residents.”*

This deed restriction will be extinguished from the park property to be acquired by Sound Transit and will be applied to the new property being deeded to the City as provisions in the Bargain and Sale Deeds (Exhibits B and J).

The Council previously authorized the City Manager to finalize a Statutory Warranty Deed for the fee take acquisitions from Ridgecrest Park by Sound Transit, however the change to a Bargain and Sale Deed plus addition of this



deed restriction extinguishment is different enough that staff is requesting authorization from the City Council for the City Manager to execute this Bargain and Sale Deed (Exhibit B) instead of the previous Statutory Warranty Deed.

### **ROW Dedication**

As a condition of the LLE Project Special Use Permit (PLN18-0140) and the ROW Use permit for this portion of the LLE Project (ROW19-0327), Sound Transit must dedicate ROW to the City for the new frontage improvements they are building. At NE 161<sup>st</sup> Street adjacent to Ridgecrest Park, this is a new cul-de-sac street end with sidewalk (Attachment B). This ROW dedication requirement is the basis for the fee take acquisition area on the south side of PN 2111600046 where the new cul-de-sac bulb with sidewalk and a portion of shared use path will be constructed. Additionally, the cul-de-sac area includes a small portion of the southwest corner of PN 2111600040 which will need to also be dedicated to the City as ROW. City staff asked that Sound Transit pursue dedication of the required ROW areas concurrent with the Bargain and Sale Deed, but it is not required until after construction and prior to start of light rail revenue service per the conditions of the LLE Project Special Use Permit.

The proposed Public ROW Dedications would be in substantially the form attached to the Property Agreement (Exhibit J). Council previously authorized the City Manager to execute the ROW Dedication Deed for the portion of fee take acquisition from the Ridgecrest Park property (PN 2111600046), but it did not include the dedication on the ST Property that is also needed for a complete ROW area for the cul-de-sac improvements. Council is now requested to authorize the City Manager to also execute a Public ROW Dedication Deed for dedication from the ST Property (PN 2111600040).

### **Mitigation of Impacts to Park Infrastructure**

The LLE Project is impacting, and will replace or modify, existing infrastructure in Ridgecrest Park as approved under site development permit DEV19-0328 and the required plumbing, wastewater, and sign permits, including the following:

- Parking Lot
- Parking Lot Lighting
- Drinking Fountain
- Park Identification Sign
- Irrigation Controls and Sprinklers

Where existing infrastructure needs to be replaced, it must be reinstalled/constructed to current codes which is reflected in the design. For example, the gravel parking lot is being replaced with a paved lot with stormwater controls added and improved parking lot lighting. Frontage improvements are also required adjacent to the park – both new and existing frontages so sidewalks will be added to connect down to the new segment of shared use path being constructed where 1<sup>st</sup> Avenue NE used to connect through to NE 159<sup>th</sup> Street.

The permit conditions for the LLE Project specifically required that the replacement parking lot be completed within 1.5 years of the start of construction work in the park. That would have been February 14, 2021. Unfortunately, completion of the parking lot has been impacted by factors outside Sound Transit's control, including adverse weather conditions in the timeframe this work should have been completed. The timing and minimum requirements for opening the parking lot to the public are specified in this agreement in Section 4. Additional Mitigation Measures and highlighted yellow in the Parking Lot Minimum Completion – Markup Drawings (Exhibit K). Sound Transit also needs the City to be fully responsible for operation of the parking lot when it is opened to public use. The Property Agreement provides that legal clarity in Section 5. Replacement Parking Lot Operation.

Additionally, the Property Agreement includes provisions for replacement of the other impacted park infrastructure, how changes would be managed if necessary, and final acceptance by the City.

### **PUBLIC OUTREACH**

The record of public outreach completed by Sound Transit and the City with regards to the impacts and proposed improvements to Ridgecrest Park are summarized in the staff report for the June 24, 2019, Council meeting. Since that environmental review and design outreach, Sound Transit has also sent a construction alert to the neighborhood around the park and to their email lists for the LLE Project within Shoreline, communicating the partial closures of the park and parking lot in July of 2019. In February 2021, Sound Transit sent another construction alert informing the neighborhood of delay to reopening the parking lot for the park by a couple months beyond the planned year and a half of closure.

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

Authorization to execute this Property Agreement would support the 2021-2023 *Council Goal 3 – Continued preparation for regional mass transit in Shoreline* by furthering Action Step 4. Work collaboratively with Sound Transit to complete the permitting phase of the Lynnwood Link Extension Project and coordinate on project construction and inspection. The park mitigation replacement of impacted infrastructure and construction of adjacent frontage improvements also supports *Goal 2 - Continue to deliver highly-valued public services through management of the City's infrastructure and stewardship of the natural environment* by providing an incremental step towards implementation of the PROS and the Ridgecrest Park Master Plan construction.

### **RESOURCE/FINANCIAL IMPACT**

Sound Transit will be compensating the City for the necessary fee property acquisition and easements for this work within Ridgecrest Park in the form of new park property and improvement replacement as documented in this Agreement. Completion of the replacement park amenities and deed transfer of the replacement property and ROW Dedication will allow for release of the escrow deposit required under the Possession and Use Agreement back to Sound Transit. Maintenance and operational cost for the

replaced park amenities has not been estimated by City staff but is expected to be comparable to as the impacted amenities.

### **RECOMMENDATION**

Staff recommends that Council authorize the City Manager to execute the proposed Ridgecrest Park Property Exchange and Mitigation Agreement and further authorize the City Manager to execute all documents necessary to effectuate the exchange, including the proposed Ridgecrest Park Fee Acquisition Bargain and Sale Deed and the proposed Public Rights-of-Way Dedication Deed in substantially the form as attached to the Property Agreement or in a form acceptable to the City Attorney.

### **ATTACHMENTS**

- Attachment A – Ridgecrest Park Property Exchange and Mitigation Agreement
  - Exhibit A – Ridgecrest Park legal Description
  - Exhibit B – Ridgecrest Park Fee Acquisition Bargain and Sale Deed
  - Exhibit C – Wall Maintenance Easement
  - Exhibit D – Utilities Easement
  - Exhibit E – Subsurface Anchors Easement
  - Exhibit F - Temporary Construction Easement
  - Exhibit G – Sound Transit Property
  - Exhibit H – Letter of Concurrence, March 18, 2018
  - Exhibit I – Possession and Use Agreement and Exhibits thereto
  - Exhibit J – Deed Templates
  - Exhibit K – Parking Lot Minimum Completion – Mark-up Drawings
- Attachment B – Ridgecrest Park ROW Dedication Areas

**RIIDGECREST PARK PROPERTY EXCHANGE  
AND MITIGATION AGREEMENT**

**GA 0002-21/City Receiving # 9897**

This Property Exchange and Mitigation Agreement (this “Agreement”) is made and entered into by and between CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, and its successors and assigns (“Sound Transit”), and the CITY OF SHORELINE, a municipal corporation (the “City”). This Agreement is and shall be effective as of the date last signed below (“Effective Date”). Sound Transit and the City may be referred to as “Party” or collectively as “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.
- D. The City is the owner of a municipal park commonly known as Ridgecrest Park (the “Park”), which is legally described on **Exhibit A** hereto.
- E. In connection with the Project, Sound Transit is acquiring the following property interests in the Park: (i) a fee acquisition as described and depicted on **Exhibit B** hereto; (ii) a permanent wall maintenance easement as described and depicted on **Exhibit C** hereto; (iii) a permanent utilities easement as described and depicted on **Exhibit D** hereto; (iv) a permanent subsurface anchors easement as described and depicted on **Exhibit E** hereto; and (v) a temporary construction easement as described and depicted on **Exhibit F** hereto (collectively, the “Park Property Interests”).
- F. The Park is a “Section 4(f)” property under the Department of Transportation Act, 49 USC § 303 (the “Act”), in that the City determined it to be a significant publicly-owned park. Sound Transit’s acquisitions of the Park Property Interests will have impacts on the Park. The Federal Transit Administration (FTA) and the City agreed to mitigate these impacts in accordance with a Letter of Concurrence dated July 25, 2014.

G. Sound Transit owns the parcels of real property adjacent to the Park described and depicted on **Exhibit G** hereto (the “ST Property”). Sound Transit acquired the ST Property for the purpose of providing the mitigation contemplated hereunder.

H. The City, as the official with jurisdiction for purposes of the Act, has identified the following measures to mitigate the impacts resulting from Sound Transit’s acquisition of the Park Property Interests:

- 1) Replacement of the Park Property Interests with the ST Property;
- 2) Construction of a replacement parking lot (paved with no less than twenty (20) parking stalls) and ADA access to the Park to be located on a portion of the ST Property and existing Park property, constructed in accordance with all applicable City standards for drainage, landscaping, lighting, and frontage improvements (the “Replacement Parking Lot”);
- 3) Replacement of Park infrastructure, such as the Park sign, drinking fountain, and irrigation system;
- 4) Maintenance of public access to the Park throughout construction of the Project.

I. The Parties are parties to a letter of concurrence dated March 18, 2018 (the “Letter of Concurrence”) that further updates the letter of concurrence referenced in Recital F, above, and memorializes the Parties’ agreement with respect to the foregoing mitigation measures. A copy of the Letter of Concurrence is attached hereto as **Exhibit H**.

J. The Parties are likewise parties to that certain Administrative Possession and Use Agreement (the “P&U Agreement”) pursuant to which the City granted Sound Transit possession and use of the Park Property Interests in exchange for Sound Transit’s deposit into escrow of the sum representing Sound Transit’s appraised value of the Park Property Interests (the “Escrowed Funds”). The escrow agent holding the Escrowed Funds is Chicago Title Company (the “Escrow Agent”). Under the P&U Agreement, the Parties agreed that, upon consummation of the terms of this Agreement, the Escrowed Funds would be refunded to Sound Transit. A copy of the P&U Agreement is attached hereto as **Exhibit I**.

K. The Parties are in agreement that conveyance of the ST Property to the City, along with Sound Transit’s performance of the additional mitigation measures set forth in recitals H.2 through H.4, above (the “Additional Mitigation Measures”), constitute both (a) sufficient mitigation for the impacts to the Park resulting from Sound Transit’s acquisition of the Park Property Interests and (b) full value and sufficient consideration for the Park Property Interests, and also satisfy all terms of the Special Use Permit (SPL 18-0140) Revised Conditions of Approval E1, E2 and J5.

### Agreement

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

#### **SECTION 1. EXHIBITS**

The following Exhibits are attached and incorporated into this Agreement:

Exhibit A: Ridgecrest Park Legal Description

Exhibit B: Ridgecrest Park Fee Acquisition Bargain and Sale Deed

Exhibit C: Wall Maintenance Easement

Exhibit D: Utilities Easement

Exhibit E: Subsurface Anchor Easement

Exhibit F: Temporary Construction Easement

Exhibit G: Sound Transit Property

Exhibit H: March 18, 2018 Letter of Concurrence

Exhibit I: Possession and Use Agreement

Exhibit J: Deed Templates

Exhibit K: Parking Lot Minimum Completion – Markup Drawings

## SECTION 2. CONVEYANCE.

- 2.1. **ST Property.** On or before the Closing Date (defined below), Sound Transit shall execute, for each parcel of the ST Property, a bargain and sale deed or public right-of-way dedication deed in substantially the form attached hereto as **Exhibit J** and deliver the same to the Escrow Agent.
- 2.2. **Park Property Interests.** On or before the Closing Date, the City shall execute: (i) a bargain and sale deed in substantially the form attached hereto as **Exhibit B**; (ii) a permanent wall maintenance easement in substantially the form attached hereto as **Exhibit C**; (iii) a permanent subsurface utilities easement in substantially the form attached hereto as **Exhibit D**; (iv) a permanent subsurface anchors easement in substantially the form attached hereto as **Exhibit E**; and (v) temporary construction easement in substantially the form attached hereto as **Exhibit F**, and deliver the same to the Escrow Agent. The documents referenced herein, along with the bargain and sale deeds referenced in Subsection 2.1 above, are collectively referred to herein as the “Conveyance Documents.”
- 2.3. **Recording.** On or before the Closing Date, upon delivering to the Escrow Agent all of the Conveyance Documents, the Parties shall jointly instruct the Escrow Agent to record the Conveyance Documents.
- 2.4. **Disbursement of Escrowed Funds.** The Parties shall jointly instruct the Escrow Agent to disburse the Escrowed Funds to Sound Transit concurrently with recording the Conveyance Documents.

**SECTION 3. CLOSING DATE.** The “Closing Date” shall not be later than forty-five (45) calendar days after the City’s concurrence in writing that the Additional Mitigation Measures are complete, or such earlier or later date as is mutually agreed upon by the Parties.

**SECTION 4. PERFORMANCE OF ADDITIONAL MITIGATION MEASURES.**

**4.1. Additional Mitigation Measures.**

Sound Transit shall perform the following Additional Mitigation Measures:

**4.1.1.** Construction of the Replacement Parking Lot within 1.5 years of the start of early construction work in the Park or as soon as possible thereafter if construction is delayed due to adverse weather. For the purpose of this agreement, “start of early construction work” means February 14, 2021;

**4.1.2.** The Replacement Parking Lot shall be constructed in accordance with all applicable City standards, including drainage, landscaping, lighting, and frontage improvements;

**4.1.3.** Replacement Parking Lot completion within 1.5 years shall, at a minimum, include grading, paving, curb, access ramp and path into the Park, permanent lighting, Type 1 landscape buffering on east side of Replacement Parking Lot, temporary drainage measures, and temporary access for both pedestrians and vehicles into the Replacement Parking Lot until frontage improvements are completed as depicted and attached hereto as **Exhibit K**;

**4.1.4.** Replacement of additionally impacted Park infrastructure shall include a new park identification sign, a drinking fountain compliant with current codes, and repair, relocation, or replacement of impacted irrigation system elements;

**4.1.5.** Public access to the Park shall be maintained throughout construction of the Project.

**4.2. Approved Drawings.** Sound Transit shall perform the Additional Mitigation Measures in accordance with the construction plan drawings as approved under the Zone 7 Main Package ROW and Site Development Permits – ROW19-0327 and DEV19-0328 respectively, which have been reviewed and approved by the City (the “Approved Drawings”) as well as required plumbing permits.

**4.3. Material Changes.** If Sound Transit makes any changes to the Approved Drawings that require code review and/or permit, Sound Transit shall submit revised drawings depicting such changes to the City for review and prior written approval under the applicable permits; such approval shall not to be unreasonably withheld. The City shall have fourteen (14) business days to approve any changes or to request corrections to the drawings unless another time period is mutually agreed upon by the Parties. If the City requests corrections to the revisions, then the above submittal response period shall continue to apply until such time as the City approves the changes.

- 4.4. Completion.** The Additional Mitigation Measures shall be deemed complete when (a) Sound Transit has submitted written notification and documentation indicating that the Additional Mitigation Measures are complete; and (b) the City has performed an inspection to ensure the Additional Mitigation Measures are complete to the City's satisfaction, and (c) the City has concurred in writing to the same. The City shall endeavor to perform its acceptance inspection within ten (10) business days of Sound Transit's notification unless another time period is mutually agreed upon by the Parties. Provided, in no instance shall the Additional Mitigation Measures be deemed complete until the City has provided the written concurrence as provided in (c) of this subsection.

**SECTION 5. REPLACEMENT PARKING LOT OPERATION.** Upon and after opening the Replacement Parking Lot to the public, the City shall at all times be responsible for its operation, maintenance, repair, insurance, and security, and for the operation, maintenance, repair, insurance, and security of all improvements located thereon, whether or not Sound Transit has conveyed the ST Property to the City, except for repair due to substandard work of Sound Transit's contractor that is discovered after the City's acceptance of the parking lot. Provided, however, that landscape maintenance on the Replacement Parking Lot shall remain Sound Transit's responsibility until the completion of the Additional Mitigation Measures. Further provided that Sound Transit shall be responsible for any damage that occurs to the Replacement Parking Lot and improvements located thereon due to Sound Transit's construction activities for the Project. If a property interest in the ST Property is transferred to the City before all mitigation is completed a TCE may be necessary for completion of Sound Transit's work.

**SECTION 6. "AS IS" CONVEYANCES.**

- 6.1. Park Property Interests.** Sound Transit is acquiring the Park Property Interests 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 Park Property Interests or its fitness, condition or suitability for any use or purpose, 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 Park Property Interests "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.
- 6.2. ST Property.** The City is acquiring the ST Property solely in reliance on the City's own investigation, inspection and testing of the property, and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the ST Property or its fitness, condition or suitability for any use or purpose, have been made by Sound Transit or any party acting on behalf of Sound Transit. Except as specifically provided



in this Agreement, 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.

**SECTION 7. COSTS.** 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, and environmental investigation costs. In the event any portion of the Park Property Interests or the 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 the Closing Date. Sound Transit shall be solely responsible for all escrow fees, recording costs, and other administrative fees assessed by the Escrow Agent.

**SECTION 8. INDEMNITY.**

- 8.1. Mutual Indemnification.** Each Party shall defend, indemnify and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property) (“Claims”), arising out of, or in any way resulting from, its negligent acts or omissions. Additionally, Sound Transit shall defend, indemnify and hold the City and its successors and assigns harmless from and against any and all Claims suffered or incurred by reason of or during the ownership, maintenance, and/or operation of each parcel of ST Property by Sound Transit prior to Closing on such parcel; and the City shall defend, indemnify and hold Sound Transit and its successors and assigns harmless from and against any and all Claims suffered or incurred by reason of or during the ownership, maintenance, and/or operation of the Park by the City prior to Closing. Neither Party shall be required to defend, indemnify or save harmless the other Party to the extent the Claim is caused by the sole negligence of the other Party.
- 8.2. Concurrent Negligence.** Where such Claims result from concurrent negligence of the Parties, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party’s own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification was specifically and mutually negotiated by each of the Parties and shall survive the termination of this Agreement.
- 8.3. Survival.** The indemnification obligations provided in this Section 8 shall survive termination of this Agreement.

**SECTION 9. DISPUTE RESOLUTION.**

- 9.1. Level One.** The Designated Representatives of each Party shall use their best efforts to resolve any disputes between the Parties related to or arising out of this Agreement. If an issue is not resolved by informal cooperative efforts, the Designated Representative shall notify the other in writing of any issue or dispute they believe requires resolution. Upon receipt of written notification, the Designated Representatives shall meet within three days to attempt to resolve the matter. Supporting documentation and information shall be provided as requested.
- 9.2. Level Two.** In the event that a dispute or issue is not resolved by the Designated Representatives, the matter shall be referred to the Sound Transit Executive Project Director – Lynnwood Link and the City’s Public Works Director, or their designee. The Designated Representatives, individually or jointly, shall provide written notice to the Directors that they were unable to resolve the dispute. The Directors shall meet within seven (7) business days of the date of the written notice and in good faith attempt to resolve the matter.
- 9.3. Level Three.** In the event these persons are unable to resolve the matter, the matter shall be referred to the Sound Transit Design and Engineering Construction Management Executive Director or Designee and the City of Shoreline City Manager. The Level 2 Directors, individually or jointly, shall provide written notice to the Director and City Manager that they were unable to resolve the dispute. The Director and the City Manager shall meet and in good faith attempt to resolve the matter within fourteen (14) business days of the date of the written notice.
- 9.4. Exhaustion.** This Dispute Resolution process shall be exhausted prior to initiating legal action, but shall not be considered the exclusive opportunity or tool to resolve any issues prior to initiating legal action.

**SECTION 10. DESIGNATED REPRESENTATIVE.** Each Party hereby designates the following Designated Representatives or their successors in title, 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 12. Replacement of either Party’s Designated Representative will not constitute an amendment to this Agreement.

**The City:**

Name: Juniper Nammi  
 Title: Light Rail Project Manager  
 Address: 17500 Midvale Ave N,  
 Shoreline WA 98133

**Sound Transit:**

Name: Barbara Hinkle  
 Title: Project Manager  
 Address: 401 S Jackson St,  
 Seattle WA 98104

**SECTION 11. 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.

**SECTION 12. NOTICES.**

**12.1.** 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.

**12.2.** 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.

**SECTION 13. MISCELLANEOUS.**

**13.1. Entire Agreement; Amendments.** This Agreement (including its exhibits) contains the entire agreement between the Parties. Oral statements or prior written matter not specifically incorporated into this Agreement have no force or effect. No variation, modification, or change to this Agreement binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

**13.2. Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

**13.3. 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.

**13.4. 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.

**13.5. Attorneys' Fees.** In the event either Party brings an action or legal proceeding for an alleged breach of any provision of this Agreement or any representation, warranty, or covenant, or to enforce any of the rights of either Party hereunder, the prevailing shall be entitled to recover from the other party its reasonable attorneys' fees and costs (including without limitation expert fees and court costs), in addition to any other relief to which such party may be entitled

**13.6. 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.

**13.7. Relationship.** Nothing in this Agreement may be deemed or construed by the Parties hereto, nor by any other party, as creating a relationship of principal and agent or of partnership or joint venture between the Parties.

**13.8. 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.

**13.9. No Waiver of Permitting Authority.** Nothing set forth in this Agreement shall be deemed a waiver of the City’s permitting authority or regulatory authority nor an approval of any specific project or development. Nothing in this Agreement shall be deemed a predetermination of compliance with applicable codes and regulations, nor otherwise limit or affects the City’s exercise of its police power.

**13.10. Counterparts; Electronic Signature.** To facilitate execution, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall 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 City Council on April 5, 2021

Approved as to form:

Approved as to form:

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

\_\_\_\_\_  
By: City Attorney’s Office

EXHIBIT A  
RIDGECREST PARK LEGAL DESCRIPTION  
(1 of 2)

Attachment A

EXHIBIT "A"

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

**Grantor's Parcel:**

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

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

*Earl J. Bone 1/10/19*

EXHIBIT A  
RIDGECREST PARK LEGAL DESCRIPTION  
(2 of 2)  
EXHIBIT "A"

Attachment A

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

**Grantor's Parcel:**

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

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

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

*Earl J. Bone 1/10/19*

**EXHIBIT B  
RIDGECREST PARK FEE ACQUISITION BARGAIN AND SALE  
DEED  
(1 of 8)**

**WHEN RECORDED RETURN TO:**

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

**BARGAIN AND SALE DEED  
(SHORELINE, WASHINGTON)**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9 & 10, Block 1, Volume 57 of Plats, Page 57.

**Assessor’s Tax Parcel No(s):** 2111600046 & 2881700193

**ROW No(s):** LL180 & LL181

**City of Shoreline, a municipal corporation** “Grantor”), for and in consideration of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and for other good and valuable consideration, in hand paid, conveys, and warrants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)**, a regional transit authority of the State of Washington, the following described real estate (the “Property”), situated in the County of King, State of Washington: **See Exhibits “A, B and C.”**

**Tax Parcel Number: 2111600046 & 2881700193**

The Property was acquired, developed, constructed, or improved in whole or in part from the proceeds of the bonds authorized by King County Resolution 34571 (1967), commonly referred to as Forward Thrust bonds. Pursuant to Section 7 of that Resolution, the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for public park and recreational facilities, and shall not be converted to a different use unless other equivalent lands and facilities within the City of Shoreline are received in exchange therefore. The City and Sound Transit have entered into an agreement by which Sound Transit has agreed to convey equivalent lands, referenced by City Clerk Receiving #9897 and Sound Transit #GA 0002-21. Upon recording of the document transferring title of the equivalent land from Sound Transit to the

**EXHIBIT B  
RIDGECREST PARK FEE ACQUISITION BARGAIN AND  
SALE DEED  
(2 of 8)**

City, any and all conditions requiring the Property to be used for public park and/or recreational facilities shall be extinguished in their entirety and have no further force or effect as to the Property conveyed herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR: City of Shoreline, a municipal corporation**

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WASHINGTON }  
  } SS.  
COUNTY OF KING }

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

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



Attachment A

**EXHIBIT B**  
**RIDGECREST PARK FEE ACQUISITION BARGAIN**  
**AND SALE DEED**  
**(3 of 8)**  
**EXHIBIT "A"**

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

**Grantor's Parcel:**

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

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

*Earl J. Bone 1/10/19*

**EXHIBIT B**  
**RIDGECREST PARK FEE ACQUISITION**  
**BARGAIN AND SALE DEED**  
**(4 of 8)**  
**EXHIBIT "B"**

Attachment A

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

**Fee Take Area Acquired by Grantee:**

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

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

CONTAINING 481 SQUARE FEET, MORE OR LESS

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

**BEGINNING** AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET;  
THENCE N13°42'07"E A DISTANCE OF 36.10 FEET;  
THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W;  
THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;  
THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET;  
THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET TO THE EAST LINE OF GRANTOR'S PARCEL;  
THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

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

*Earl J. Bone 5/7/19*

**EXHIBIT B**  
**RIDGECREST PARK FEE ACQUISITION BARGAIN AND SALE DEED**  
 Attachment A  
 (5 of 8)

**FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT**

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

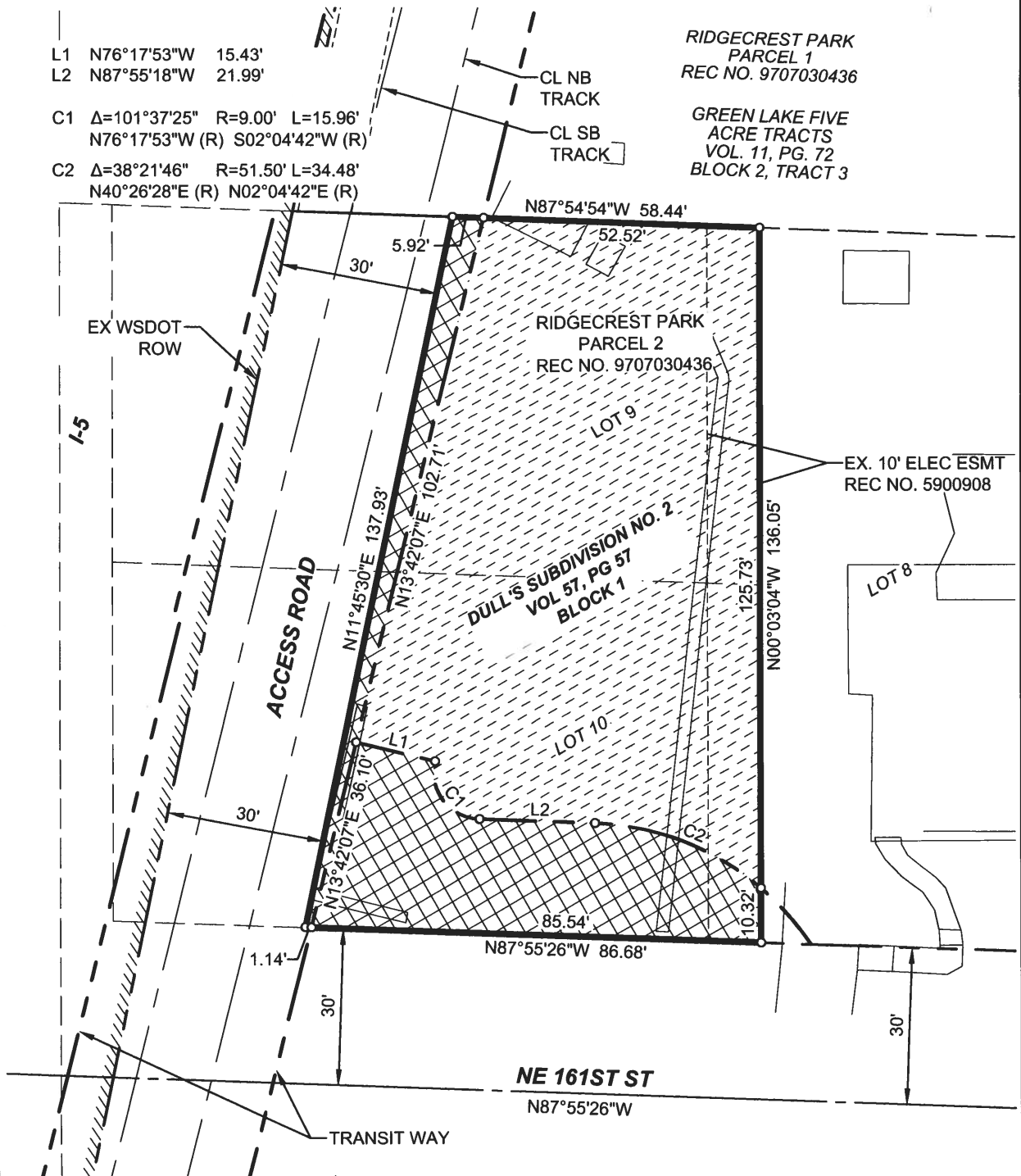
L1 N76°17'53"W 15.43'  
 L2 N87°55'18"W 21.99'

C1 Δ=101°37'25" R=9.00' L=15.96'  
 N76°17'53"W (R) S02°04'42"W (R)

C2 Δ=38°21'46" R=51.50' L=34.48'  
 N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK  
 PARCEL 1  
 REC NO. 9707030436

GREEN LAKE FIVE  
 ACRE TRACTS  
 VOL. 11, PG. 72  
 BLOCK 2, TRACT 3



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



TEMP CONST ESMT  
 FEE TAKE

**SHEET 1 OF 3**

 <b>SOUNDTRANSIT</b>  <b>HNTB Jacobs</b> <small>trusted design partners</small>  <b>L &amp; A</b> LIN & ASSOCIATES LINK LIGHT RAIL TRANSIT SYSTEM	 EARL J. BONE STATE OF WASHINGTON 19429 REGISTERED PROFESSIONAL LAND SURVEYOR 5/7/19	PARCEL AREA: 9,866 SF    CONST ESMT: 7,496 SF FEE TAKE AREA: 2,370 SF REMAINING AREA: 7,496 SF
		EXHIBIT "C" R/W NO. LL-180 PARCEL MAP ASSESSOR NO.: 2111600046    DATE: 5/7/2019 OWNER: CITY OF SHORELINE BLOCK NO.: 1    LOT NO.: 9 & 10 CITY OF SHORELINE    KING COUNTY, WA

EXHIBIT B  
RIDGECREST PARK FEE ACQUISITION BARGAIN Attachment A  
AND SALE DEED  
(6 of 8)

EXHIBIT "A"

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

**Grantor's Parcel:**

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

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

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

*Earl J. Bone 1/10/19*

EXHIBIT B  
RIDGECREST PARK FEE ACQUISITION BARGAIN  
AND SALE DEED  
(7 of 8)

Attachment A

EXHIBIT "B"

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

**Fee Take Area Acquired by Grantee:**

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

COMMENCING AT THE SOUTHERLY-MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL,  
(BEING THE SOUTHWEST CORNER OF THE EAST 120 FEET OF THE SOUTH 225.59 FEET OF  
LOT 3, BLOCK 2, GREEN LAKE FIVE ACRE TRACTS TO THE CITY OF SEATTLE, ACCORDING  
TO THE PLAT THEREOF RECORDED IN VOLUME 11 OF PLATS, PAGE 72, IN KING COUNTY,  
WASHINGTON);  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF  
442.38 FEET TO THE **POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE**;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE OF 21.44 FEET TO THE WEST LINE OF SAID PARCEL,  
BEING ALSO THE EAST RIGHT-OF-WAY MARGIN OF INTERSTATE 5, AND THE **END OF THE  
HEREIN DESCRIBED LINE**.

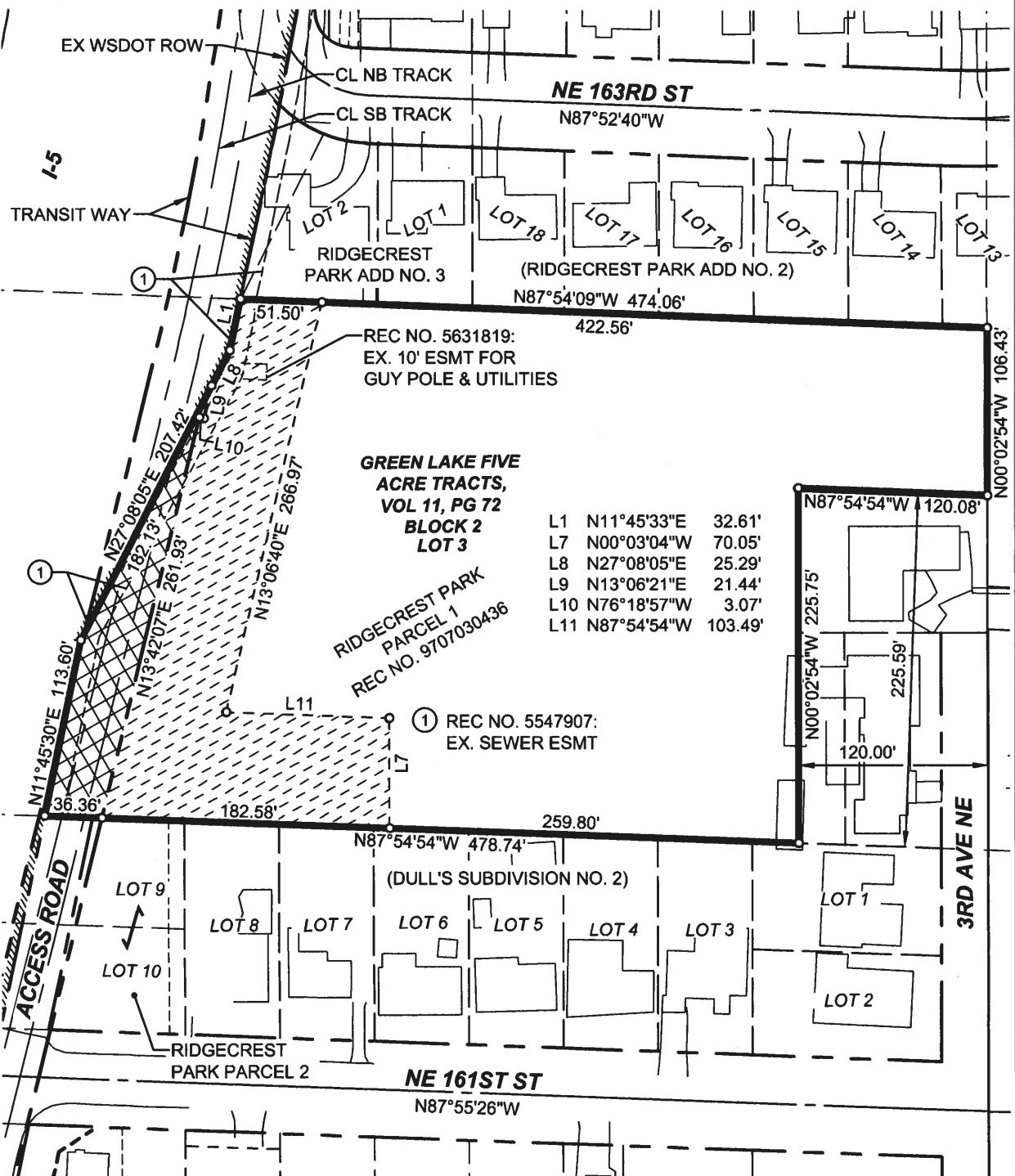
CONTAINING 7,439 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

**EXHIBIT B** Attachment A  
**RIDGECREST PARK FEE ACQUISITION BARGAIN**  
**AND SALE DEED**  
**(8 of 8)**

**FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT**

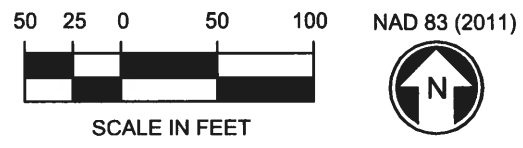
NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.



L1	N11°45'33"E	32.61'
L7	N00°03'04"W	70.05'
L8	N27°08'05"E	25.29'
L9	N13°06'21"E	21.44'
L10	N76°18'57"W	3.07'
L11	N87°54'54"W	103.49'

**LEGEND**

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



**SHEET 1 OF 4**

**SOUNDTRANSIT**  
**HNTB Jacobs** trusted design partners  
**L & A** LIN & ASSOCIATES  
 LINK LIGHT RAIL TRANSIT SYSTEM

**JIM ALBERT**  
 STATE OF WASHINGTON  
 PROFESSIONAL LAND SURVEYOR  
 42683  
 1-15 2019

PARCEL AREA:	153,238 SF	CONST ESMT:	27,621 SF
FEE TAKE AREA:	7,439 SF		
REMAINDER AREA:	145,799 SF		
<b>EXHIBIT "C"</b>			
<b>R/W NO. LL-181 PARCEL MAP</b>			
ASSESSOR NO.:	2881700193	DATE:	1/15/2019
OWNER:	CITY OF SHORELINE		
BLOCK NO.:	2	LOT NO.:	3
CITY OF SHORELINE	KING COUNTY, WA		

**EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(1 of 11)**

Attachment A

**WHEN RECORDED RETURN TO:**

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

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**WALL MAINTENANCE EASEMENT**

**Grantor(s):** City of Shoreline

**Grantee:** Central Puget Sound Regional Transit Authority

**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.

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

**ROW No(s):** LL180 & LL181

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**City of Shoreline, a municipal corporation** ("Grantor"), is the owner of real property located in the City of **Shoreline** commonly known as **Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155**, and more particularly described in the legal descriptions attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the East Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and/or assigns, a permanent Wall Maintenance Easement within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit "B"**, and depicted in the attached **Exhibit "C"** ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes of inspection, maintenance, and repair of a wall system, which will include but not be limited to sub-surface drainage, located on Grantee's property ("Grantee's Work"). In the event, trees or vegetation located on Grantor's Property adversely impacts the wall system or the light rail system, the Grantee, after reasonable notification and approval by the Grantor, may trim such vegetation as necessary. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

ROW #: LL180 & LL181

Wall Footing and Maintenance Easement  
Form approved by Civil 3/13/2018  
Last saved by Tanya M. Johnson 6/14/2019

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

4. **Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

5. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.25.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

6. **Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and insures to the benefit of Grantee, its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

7. **Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

Commercial General Liability. Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.



Other Insurance Provision. The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

8. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

9. **Condemnation.** This Easement is granted under the threat of condemnation.

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

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(4 OF 11)

Attachment A

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

Grantor: **City of Shoreline**

By: Debbie Tarry

Its: City Manager

Approved as to Form:

By \_\_\_\_\_

Margaret J. King, City Attorney

Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON                    }  
  } SS.  
COUNTY OF KING                        }

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the State of Washington

Notary (print name): \_\_\_\_\_

Residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(5 OF 11)

Attachment A

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.  
Day Month Year

**Grantee: Central Puget Sound Regional Transit Authority**

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

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

Approved as to Form

By: \_\_\_\_\_  
Sound Transit Legal Counsel

STATE OF WASHINGTON                    }  
  } SS.  
COUNTY OF KING                               }

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

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

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(6 OF 11)

Attachment A

EXHIBIT "A"

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

**Grantor's Parcel:**

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

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

*Earl J. Bone 1/10/19*

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(7 OF 11)

Attachment A

EXHIBIT "B"

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

**Wall & Maintenance Easement Area Acquired by Grantee:**

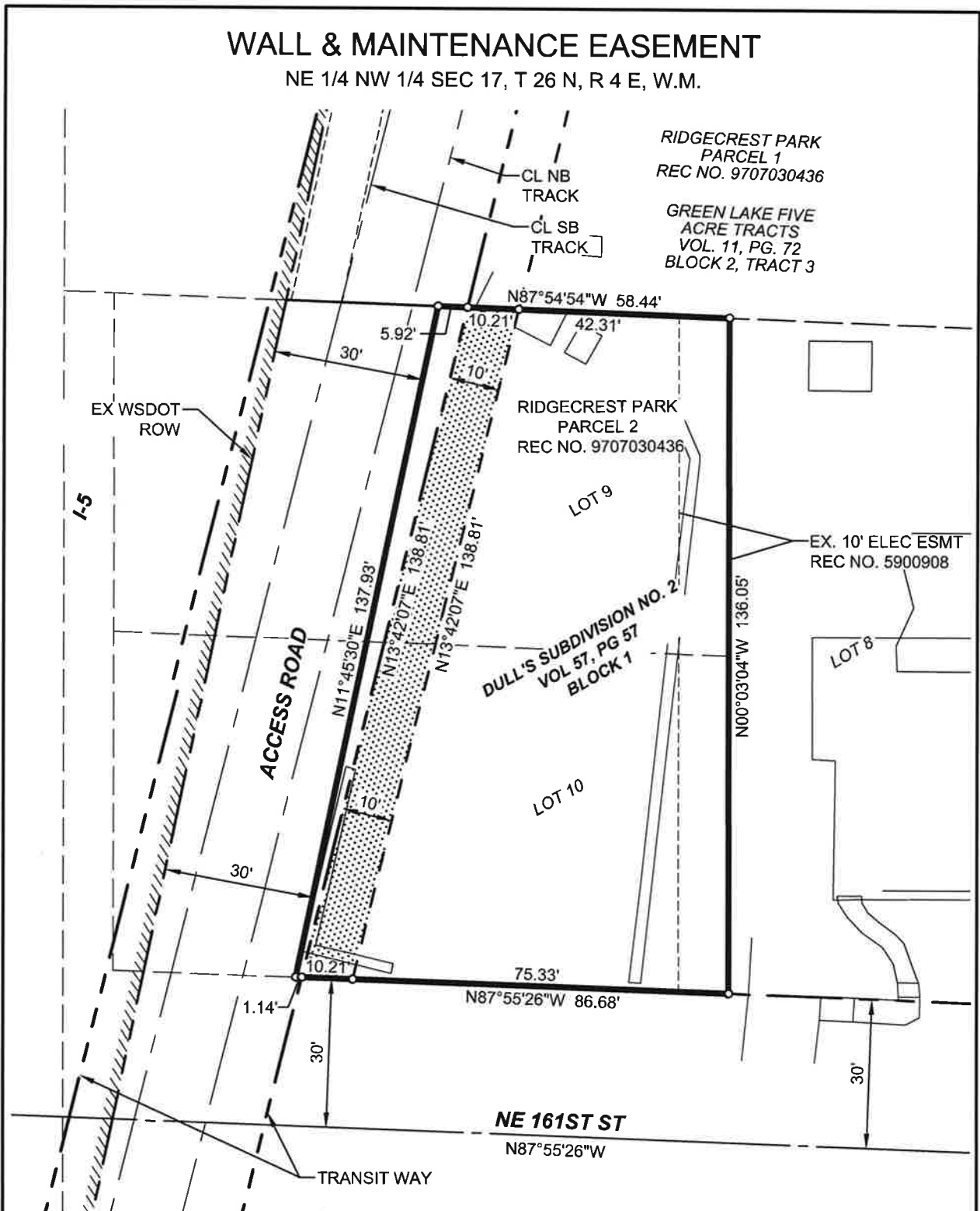
THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A") BEING A STRIP OF LAND 10.00 FEET IN WIDTH, THE WESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

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

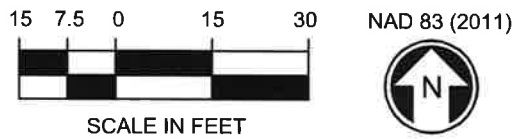
THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE NORTH AND SOUTH LINES OF GRANTOR'S PARCEL.

CONTAINING 1,388 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*



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



PERMANENT ESMT

SHEET 2 OF 3

**SOUNDTRANSIT**

**HNTB Jacobs** trusted design partners

**L & A** LIN & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA: 9,866 SF	WALL ESMT: 1,388 SF
<b>EXHIBIT "C"</b>	
<b>R/W NO. LL-180 PARCEL MAP</b>	
ASSESSOR NO.: 2111600046	DATE: 1/15/2019
OWNER: CITY OF SHORELINE	
BLOCK NO.: 1	LOT NO.: 9 & 10
CITY OF SHORELINE KING COUNTY, WA	

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(9 OF 11)

Attachment A

EXHIBIT "A"

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

**Grantor's Parcel:**

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

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

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

*Earl J. Bone 1/10/19*

EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(10 OF 11)

Attachment A

EXHIBIT "B"

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

**Wall & Maintenance Easement Area Acquired by Grantee:**

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

**EAST SIDE LINE:**

COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 432.17 FEET TO THE POINT OF BEGINNING;  
THENCE N13°42'07"E A DISTANCE OF 259.87 FEET;  
THENCE S76°18'57"E A DISTANCE OF 2.97 FEET;  
THENCE N12°59'58"E A DISTANCE OF 79.53 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL, BEING THE END OF THE HEREIN DESCRIBED EAST SIDE LINE;

**WEST SIDE LINE:**

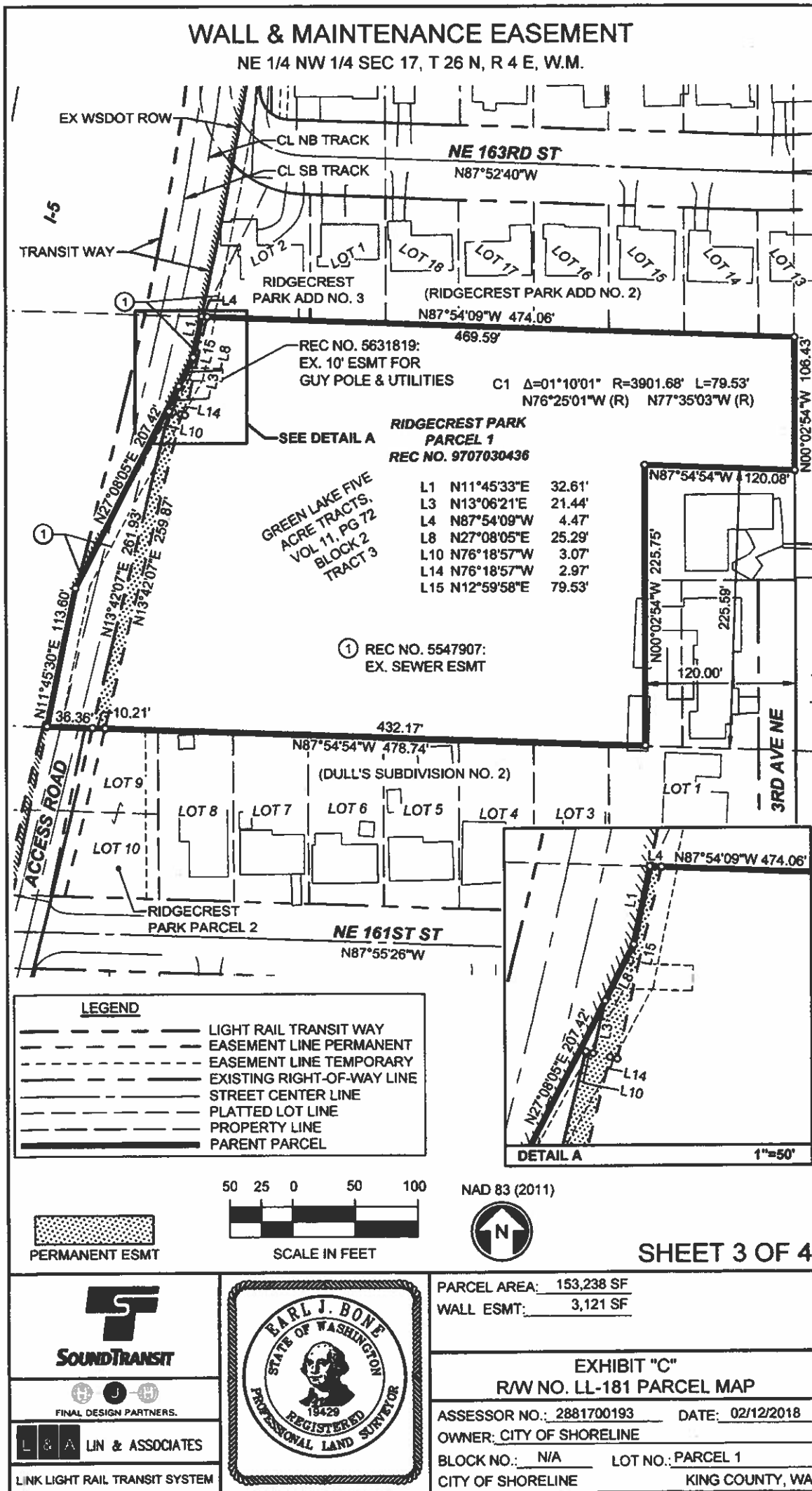
COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 442.38 FEET TO THE POINT OF BEGINNING;  
THENCE N13°42'07"E A DISTANCE OF 261.93 FEET;  
THENCE S76°18'57"E A DISTANCE OF 3.07 FEET;  
THENCE N13°06'21"E A DISTANCE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

CONTAINING 3,121 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*



EXHIBIT C  
WALL MAINTENANCE EASEMENT  
(11 OF 11)



UTILITIES EASEMENT

(1 of 11)

**WHEN RECORDED RETURN TO:**

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

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UTILITIES EASEMENT

**Grantor(s):** | City of Shoreline |  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** | Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and  
| Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57. |  
**Assessor's Tax Parcel No(s):** | 2111600046 & 2881700193 |  
**ROW No(s):** | LL180 & LL181 |

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| City of Shoreline, a municipal corporation | ("Grantor") is the owner of real property located in the City of | Shoreline | commonly known as | Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155 |, and more particularly described in the legal description attached as **Exhibit "A"**, Grantor's Entire Parcel ("Property").

**CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY**, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the | **Lynnwood Link Extension** | ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

**1. Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent utilities easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached **Exhibit "B"** and depicted in the attached **Exhibit "C"** ("Easement Area").

**2. Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for purposes including, but not limited to, the construction, operation, inspection, maintenance, replacement, improvement, removal, and use of utilities and associated appurtenances ("Grantee's Work"). Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

**3. Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

ROW #: LL180 & LL181

Utilities Easement  
Form approved by Civil 10/06/17  
Last saved by James Chung on 8/13/18

**EXHIBIT D**  
**UTILITIES EASEMENT**  
**(2 of 11)**

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

**4. Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

**5. Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

**6. Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

**7. Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

**Commercial General Liability.** Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

**Other Insurance Provision.** The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

**EXHIBIT D  
UTILITIES EASEMENT  
(3 of 11)**

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

**8. Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

**9. Condemnation.** This Easement is granted under the threat of condemnation.

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



EXHIBIT D
UTILITIES EASEMENT
(5 of 11)

Dated and signed on this \_\_\_ day of \_\_\_, 201\_\_.

Grantee: Central Puget Sound Regional Transit Authority

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

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

Approved as to Form

By: \_\_\_\_\_
Sound Transit Legal Counsel

STATE OF WASHINGTON }
} SS.
COUNTY OF KING }

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

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

**EXHIBIT D  
UTILITIES EASEMENT  
(6 of 11)  
EXHIBIT "A"**

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

**Grantor's Parcel:**

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

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

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



**EXHIBIT D  
UTILITIES EASEMENT  
(7 of 11)**

**EXHIBIT "B"**

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

**Utility Easement Area Acquired by Grantee:**

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

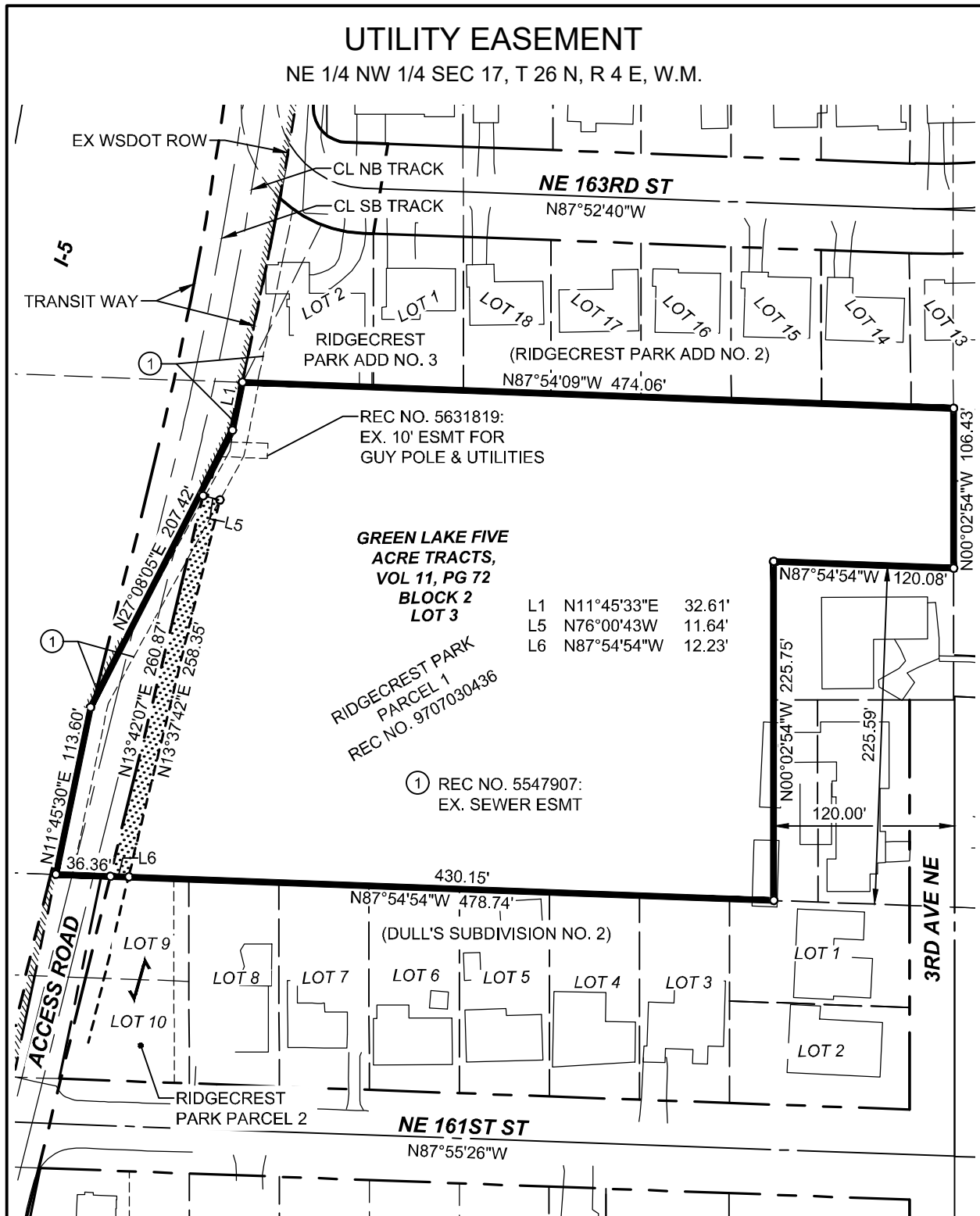
COMMENCING AT THE SOUTHERLY MOST SOUTHEAST CORNER OF GRANTOR'S PARCEL;  
THENCE N87°54'54"W ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 430.15  
FEET TO THE **POINT OF BEGINNING**;  
THENCE CONTINUING S87°54'54"E ALONG SAID LINE A DISTANCE OF 12.23 FEET;  
THENCE N13°42'07"E A DISTANCE OF 260.87 FEET;  
THENCE S76°00'43"E A DISTANCE OF 11.64 FEET TO THE EASTERLY LINE OF THE EXISTING  
SEWER EASEMENT RECORDED UNDER RECORDING NUMBER 5547907;  
THENCE S13°37'42"W A DISTANCE OF 258.35 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3,067 SQUARE FEET, MORE OR LESS.





**EXHIBIT D  
UTILITIES EASEMENT  
(8 of 11)**



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

PERMANENT ESMT



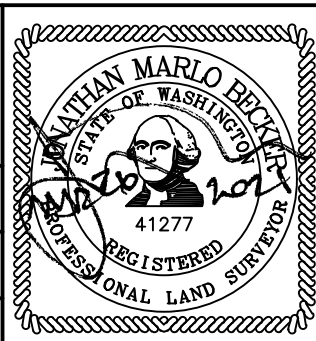
**SHEET 4 OF 4**

**SOUNDTRANSIT**

**HNTB  
Jacobs** trusted design partners

**F & A** FURTADO & ASSOCIATES

LINK LIGHT RAIL TRANSIT SYSTEM



PARCEL AREA: 153,238 SF	UTILITY ESMT: 3,067 SF
<b>EXHIBIT "C"</b>	
<b>R/W NO. LL-181 PARCEL MAP</b>	
ASSESSOR NO.: 2881700193	DATE: 03/26/2021
OWNER: CITY OF SHORELINE	
BLOCK NO.: 2	LOT NO.: 3
CITY OF SHORELINE KING COUNTY, WA	

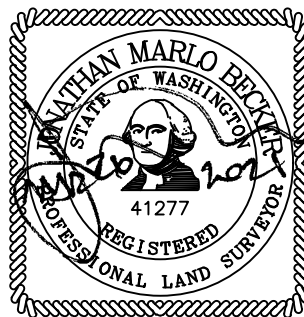
**EXHIBIT D  
UTILITIES EASEMENT  
(9 of 11)  
EXHIBIT "A"**

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

**Grantor's Parcel:**

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

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



**EXHIBIT D  
UTILITIES EASEMENT  
(10 of 11)  
EXHIBIT "B"**

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

**Utility Easement Area Acquired by Grantee:**

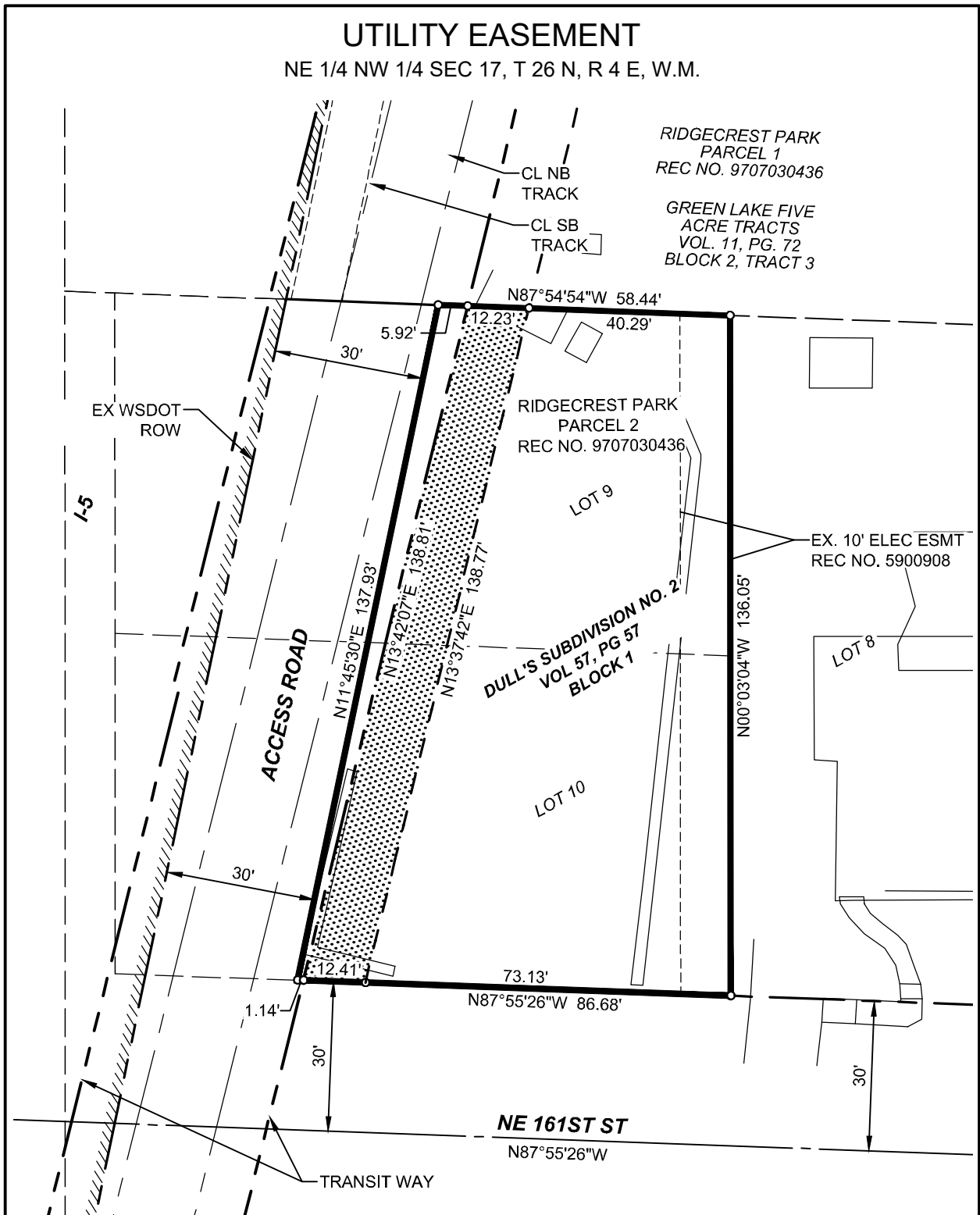
THAT PORTION OF GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED IN EXHIBIT "A")  
DESCRIBED AS FOLLOWS:

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

CONTAINING 1,675 SQUARE FEET, MORE OR LESS.



**EXHIBIT D  
UTILITIES EASEMENT  
(11 of 11)**



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



PERMANENT ESMT

**SHEET 3 OF 3**

 <b>SOUNDTRANSIT</b>	 NATHAN MARLO BECKER STATE OF WASHINGTON 41277 REGISTERED PROFESSIONAL LAND SURVEYOR	PARCEL AREA: 9,866 SF UTILITY ESMT: 1,675 SF
		EXHIBIT "C" R/W NO. LL-180 PARCEL MAP
 HNTB Jacobs <small>trusted design partners</small>	ASSESSOR NO.: 2111600046      DATE: 03/26/2021 OWNER: CITY OF SHORELINE	
 F & A FURTADO & ASSOCIATES	BLOCK NO.: 1      LOT NO.: 9 & 10 CITY OF SHORELINE      KING COUNTY, WA	
LINK LIGHT RAIL TRANSIT SYSTEM		

SUBSURFACE ANCHORS EASEMENT

(1 of 8)

**WHEN RECORDED RETURN TO:**

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

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SUBSURFACE ANCHORS EASEMENT

**Grantor(s):** City of Shoreline  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Portion of Lots 9&10, Block 1, Volume 57 of Plats, Page 57.  
**Assessor's Tax Parcel No(s):** 2881700193  
**ROW No(s):** LL181

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City of Shoreline, a municipal corporation ("Grantor") is the owner of real property located in the City of Shoreline commonly known as Ridgecrest Park, 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington, ("Grantee") is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a permanent subsurface anchors easement ("Easement") under the surface of and through the Property, more particularly described in the attached Exhibit "B" and depicted in the attached Exhibit "C" ("Easement Area").

2. **Purpose of Easement.** Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private or public improvements located in the Easement Area, for the purpose of drilling and installation of subsurface anchors to be installed from adjacent property ("Grantee's Work"). Grantee shall have the right to install subsurface anchors within the Easement Area, as depicted in Exhibit "C". Grantee will assure that the drilling and installation of subsurface anchors will not interfere with utilities. Grantee shall ensure that the Easement Area is maintained in a safe and sanitary manner throughout the Term and any extension thereto.

Grantee shall be entitled to apply for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** If private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good or better than that which existed prior to the use, or as

ROW #: LL181

Subsurface Anchors Easement  
Form approved by Civil 05/15/18  
Last saved by Tanya M. Johnson on 6/14/19

**EXHIBIT E**  
**SUBSURFACE ANCHORS EASEMENT**  
**(2 of 8)**

negotiated separately by the Parties; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2.

During Grantee's performance of the Work, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

After Grantee's completion of the Work, if private or public improvements in the Easement Area are otherwise disturbed or damaged by Grantee's use of the Easement, Grantee shall restore them to a condition that is as good or better than that which existed prior to the use, or as negotiated separately by the Parties.

**4. Grantor's Use of Easement Area.** Grantor may use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area. Any other use is subject to written approval by Grantee, which approval may not be unreasonably withheld.

**5. Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee's obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor's employees, agents and contractors.

**6. Binding Effect.** This Easement is appurtenant to and runs with all real property now owned or hereafter acquired by Grantee as part of the Link light rail system, which includes facilities in the Project area and elsewhere throughout the region operated by Grantee for high capacity transportation system purposes and inures to the benefit of Grantee and its successors and assigns. This Easement is binding upon the Property and Grantor, and Grantor's respective heirs, successors and assigns.

**7. Insurance.** During the term of this Easement, Grantee and its agents, contractors, and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing work in the Easement Area.

**Commercial General Liability.** Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

**Automobile Liability insurance** with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

**Other Insurance Provision.** The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage

**EXHIBIT E**  
**SUBSURFACE ANCHORS EASEMENT**  
**(3 of 8)**

maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

**8. Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other party to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

**9. Condemnation.** This Easement is granted under the threat of condemnation.

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

EXHIBIT E  
SUBSURFACE ANCHORS EASEMENT  
(4 of 8)

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.  
Day Month Year

Grantor: **City of Shoreline, a municipal corporation**

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

Approved as to Form:

By \_\_\_\_\_  
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON }  
  } SS.  
COUNTY OF **KING** }

I certify that I know or have satisfactory evidence that Debbie Tarry is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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



EXHIBIT E  
SUBSURFACE ANCHORS EASEMENT  
(5 of 8)

Dated and signed on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.  
Day Month Year

**Grantee: Central Puget Sound Regional Transit Authority**

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

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

STATE OF WASHINGTON                    }  
  }  
  } SS.  
COUNTY OF KING                        }

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

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

EXHIBIT E  
SUBSURFACE ANCHORS EASEMENT  
(6 of 8)

EXHIBIT "A"

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

**Grantor's Parcel:**

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

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

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

*Earl J. Bone 4/10/19*

**EXHIBIT E  
SUBSURFACE ANCHORS EASEMENT  
(7 of 8)**

**EXHIBIT "B"**

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

**Subsurface Anchor Easement Area Acquired by Grantee:**

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

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

CONTAINING 5,873 SQUARE FEET, MORE OR LESS.

*Earl J. Bone 1/10/19*

**EXHIBIT E**  
**SUBSURFACE ANCHORS EASEMENT**  
 (8 of 8)

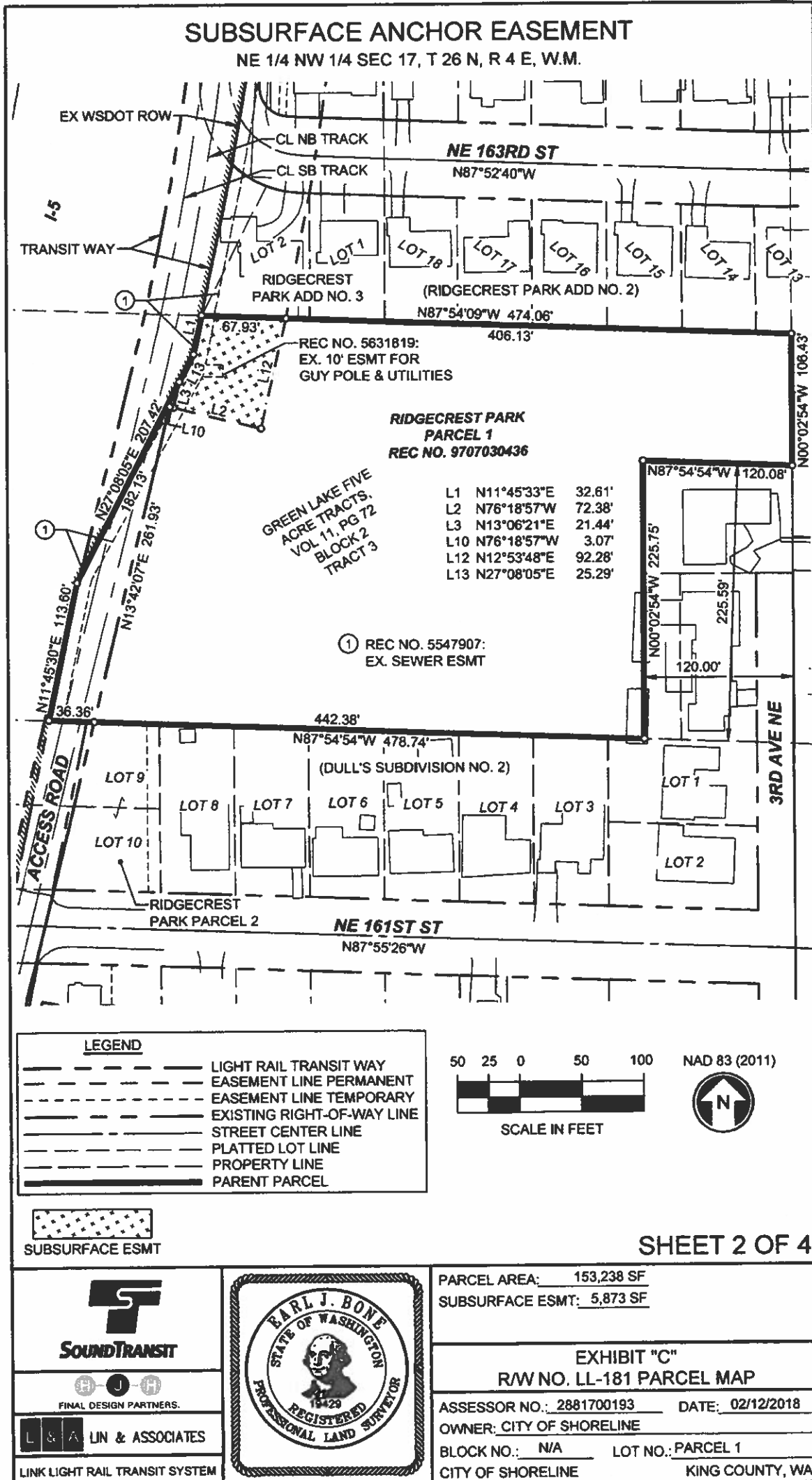


EXHIBIT F

TEMPORARY CONSTRUCTION EASEMENT

(1 of 11)

**WHEN RECORDED RETURN TO:**

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

**TEMPORARY CONSTRUCTION EASEMENT  
(STAGING AND LONG-TERM GENERAL CONSTRUCTION)**

**Grantor(s):** City of Shoreline  
**Grantee:** Central Puget Sound Regional Transit Authority  
**Abbreviated Legal Description:** Portion of Lot 3, Block 2, Volume 11 of Plats, Page 72; and Portion of Lots 9 & 10, Block 1, Volume 57 of Plats, Page 57.  
**Assessor's Tax Parcel No(s):** 211160046 & 2881700193  
**ROW No(s):** LL180 & LL181

City of Shoreline, a Washington municipal corporation, ("Grantor"), is the owner of real property located in the City of Shoreline at 108 NE 161<sup>st</sup> Street, Shoreline, WA 98155, commonly known as Ridgecrest Park, and more particularly described in the legal description attached as Exhibit "A", Grantor's Entire Parcel ("Property").

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Lynnwood Link Extension ("Project").

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

**AGREEMENT**

1. **Grant of Easement.** Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby grants to Grantee, its successors and assigns, a temporary construction easement ("Easement") within, over, across, through, under, and upon the portion of the Property, more particularly depicted in the attached Exhibit "B" ("Easement Area").

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

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

ROW #: LL180 & LL181

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

Last saved by Tanya M. Johnson 6/14/19

Last Edited 7/22/2019 - Shoreline (CAO)

EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(2 of 11)

for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.

Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all work performed under such permit(s), along with any and all fees which may accrue during review of Grantee's permit application and after issuance of such permit(s).

3. **Restoration.** Subject to Paragraph 4, below, in the event private or public improvements in the Easement Area are disturbed or damaged by any of Grantee's Work, upon completion of such Work, Grantee shall, at Grantee's discretion, replace such improvements or restore such improvements to a condition that is as good as or better than that which existed prior to the use, or as negotiated separately by the Grantee and Grantor; provided, however, that such restoration shall be consistent with Grantee's project improvements and the purposes described in Paragraph 2. In the event Grantee does not comply with the foregoing requirement, Grantor may, upon reasonable advance notice to Grantee, take the actions to restore the property at Grantee's sole cost and expense.

During the Term, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and sanitary condition.

4. **Term of Easement.** The term of the Easement (the "Term") shall commence upon mutual execution of this Easement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee's use of the Easement Area for the purposes described in Paragraph 2. Grantee will provide fourteen (14) calendar days written notice to Grantor before commencing Grantee's Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantee's Work for a period of **FIFTY-SEVEN (57)** consecutive months (the "Construction Period"). During the Construction Period, Grantee's use of the Easement Area shall be exclusive. The Easement will remain in effect until **December 31, 2023** or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional **SIX (6) consecutive months**, upon thirty (30) calendar day's prior written notice to the Grantor.

5. **Payment for Easement** Grantee will pay Grantor **TWO HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED and 00/100ths Dollars (\$222,400.00)** upon recording of this Easement. If Grantee requires additional use past the Construction Period, Grantee will pay **FOUR THOUSAND NINE HUNDRED TWENTY-NINE and 50/100ths Dollars (\$4,929.50)** per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

6. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. The Grantee shall defend, indemnify and hold the Grantor, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except to the extent such injuries and damages are caused by the sole negligence or intentional misconduct of the Grantor or its elected officials, officers, employees, agents, representatives, invitees, licensees, or volunteers. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the Grantor, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Binding Effect.** This Easement is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor

ROW #: LL180 & LL181

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

Last saved by Tanya M. Johnson 6/14/19

Last Edited 7/22/2019 – Shoreline (CAO)

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(3 of 11)**

and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a fee, leasehold, mortgage or other interest in any part of the Easement Area.

**8. Insurance.** During the Term, Grantee and its agents, contractors and subcontractors shall procure and maintain the following insurance coverage for all employees or agents performing any work on the Easement Area.

**Commercial General Liability.** Grantee agrees that it shall, at its own expense, procure and maintain Commercial General Liability insurance covering premises, operations, independent contractor's liability and damages for personal injury and property damage. Coverage shall be in amounts not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Certificates of insurance shall be provided by Grantee indicating that the Grantor is included as an Additional Insured on the policy(ies) and Grantee shall provide thirty (30) calendar days prior written notice to the Grantor of any cancellation of the required policy(ies), where there is no intent to timely acquire a new policy. Notwithstanding the forgoing, Grantee shall have the right to self-insure any of the insurance obligations set forth herein or provide other proof of coverage that may be accepted by the Grantor in the Grantor's sole discretion.

Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Attorney use of motor vehicles.

If the Grantee maintains higher insurance limits than the minimums shown above, the Grantor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Grantee, irrespective of whether such limits maintained by the Grantee are greater than those required by this contract or whether any certificate of insurance furnished to the Grantor evidences limits of liability lower than those maintained by the Grantee.

**Other Insurance Provision.** The Grantee's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Grantor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Grantor shall be excess of the Grantee's insurance and shall not contribute with it.

Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result. Grantee shall file with the Grantor's Risk Manager on an annual basis proof of an appropriate program of insurance, self-insurance, or any combination thereof in amounts and types sufficient to satisfy its liabilities. When commercial insurance is utilized, Grantee shall provide certificates of insurance reflecting evidence of the required insurance and naming the Grantor as an additional insured where appropriate. The certificates shall contain a provision that coverage will not be canceled until at least thirty (30) calendar days' prior written notice has been given to the Grantor.

**9. Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney's fees (including paralegal fees and fees for any appeals) and court costs.

**10. Recording.** Grantee will record at its sole cost and expense this Easement in the real property records of King County, Washington. Grantee shall file a release of this Easement at its sole cost and expense at the termination of this Easement.



EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(4 of 11)

Dated and signed this 24<sup>th</sup> day of July, 2019.

Grantor: **City of Shoreline, a municipal corporation**

By: [Signature]  
~~Debbie Tarry~~ John Norris

Its: City Manager Acting City Manager

Approved as to Form:  
By [Signature]  
Margaret J. King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

STATE OF WASHINGTON }  
COUNTY OF King } SS.

I certify that I know or have satisfactory evidence that ~~Debbie Tarry~~ John Norris is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that (he is/~~she is~~ /they are) authorized to execute the instrument and acknowledged it as the City Manager of the City of Shoreline, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.



Dated: July 24, 2019  
Signature: [Signature]  
Notary Public in and for the State of Washington  
Notary (print name): Heidi L. Costello  
Residing at: Snohomish, WA  
My appointment expires: November 19, 2019





EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(5 of 11)

Dated and signed on this 31 Day of July Month, 2019 Year.

**Grantee: Central Puget Sound Regional Transit Authority**

By: [Signature]

Its: DEPUTY EXECUTIVE DIRECTOR

APPROVED AS TO FORM  
[Signature]  
Sound Transit Legal Counsel

STATE OF WASHINGTON }  
COUNTY OF King } SS.

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



Dated: 7/30/19  
Signature: Arleen Baldwin  
Notary Public in and for the State of Washington  
Notary (print name): Arleen Baldwin  
Residing at: King County  
My appointment expires: 7/9/23

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(6 of 11)**

**Exhibit "A"**

**Includes:**

- Exhibit A – LL180
- Exhibit A – LL181



EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(7 of 11)

EXHIBIT "A"

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

**Grantor's Parcel:**

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

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

*Earl J. Bone 1/10/19*

EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT  
(8 of 11)

EXHIBIT "A"

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

**Grantor's Parcel:**

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

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

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

*Earl J. Bone 1/10/19*

LL181 Legal.doc

Earl J. Bone P.L.S.

1/9/2019

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(9 of 11)**

**Exhibit "B"**

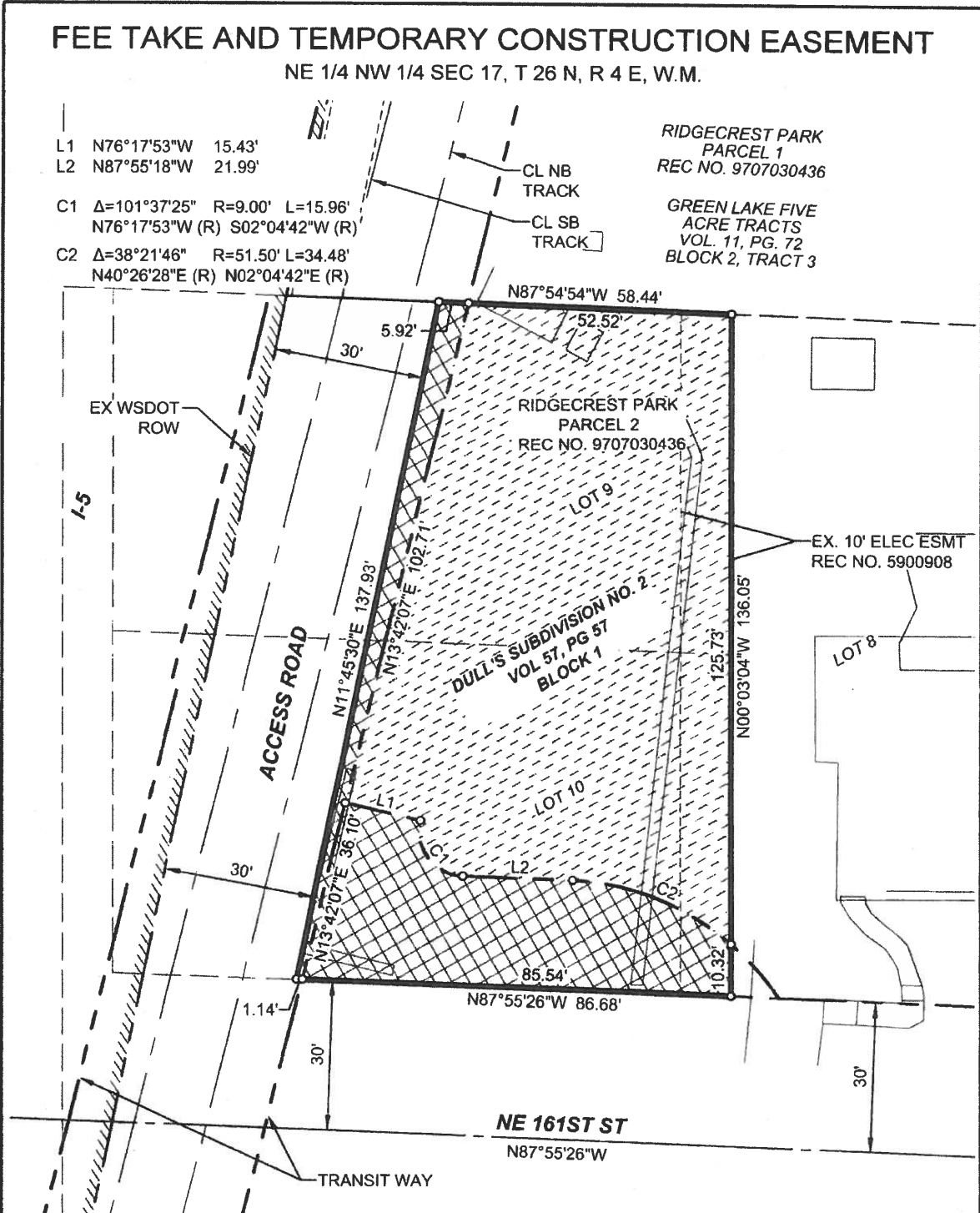
Includes:

Exhibit B – LL180

Exhibit B – LL181

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(10 of 11)**  
**EXHIBIT "B"**  
**LL180 Easement Area**

Attachment A



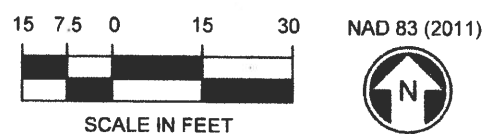
**FEE TAKE AND TEMPORARY CONSTRUCTION EASEMENT**  
 NE 1/4 NW 1/4 SEC 17, T 26 N, R 4 E, W.M.

- L1 N76°17'53"W 15.43'
- L2 N87°55'18"W 21.99'
- C1 Δ=101°37'25" R=9.00' L=15.96'  
N76°17'53"W (R) S02°04'42"W (R)
- C2 Δ=38°21'46" R=51.50' L=34.48'  
N40°26'28"E (R) N02°04'42"E (R)

RIDGECREST PARK  
 PARCEL 1  
 REC NO. 9707030436

GREEN LAKE FIVE  
 ACRE TRACTS  
 VOL. 11, PG. 72  
 BLOCK 2, TRACT 3

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



**SHEET 1 OF 3**

**SOUNDTRANSIT**

**HNTB Jacobs**

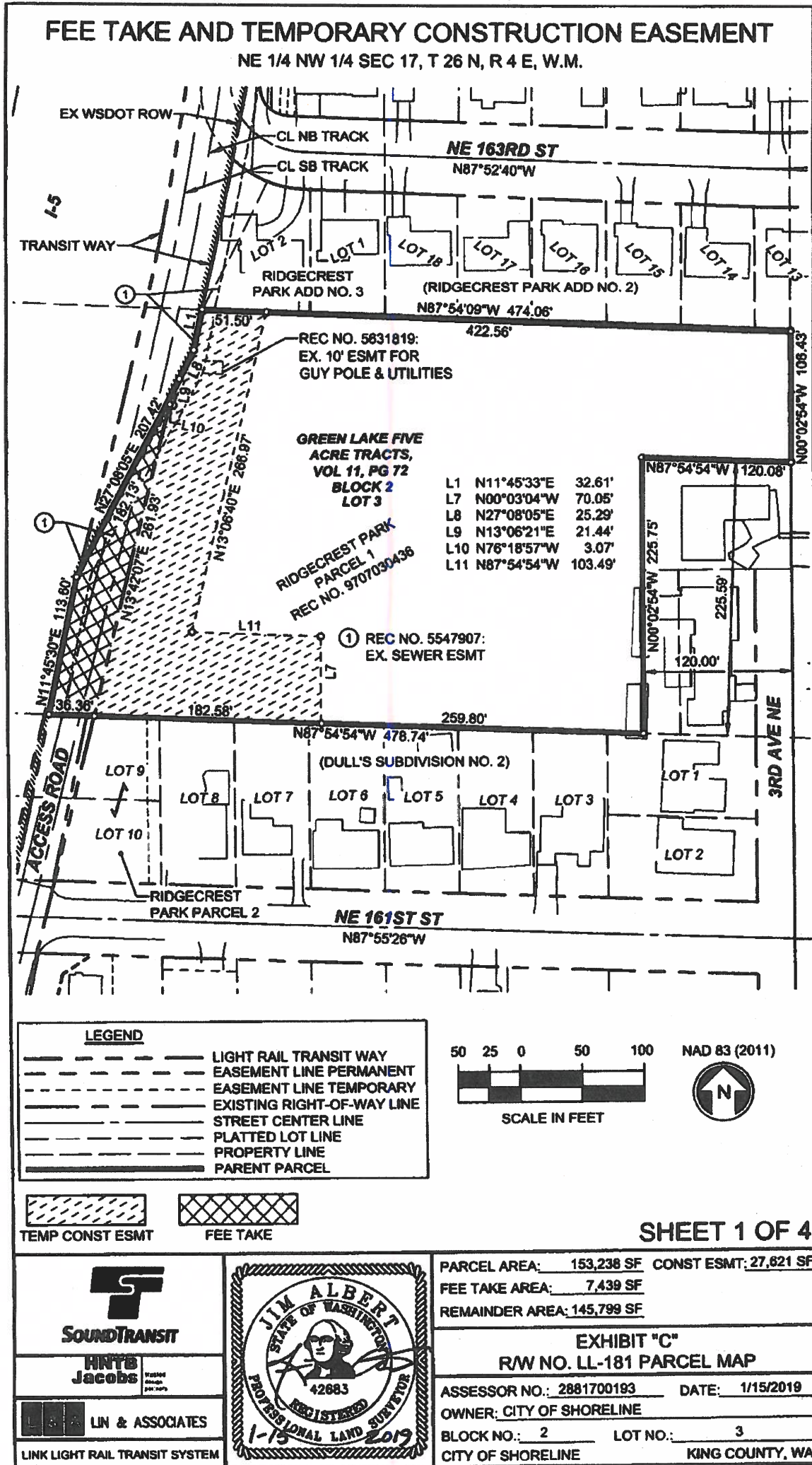
**L & A LIN & ASSOCIATES**

LINK LIGHT RAIL TRANSIT SYSTEM

PARCEL AREA:	9,866 SF	CONST ESMT:	7,496 SF
FEE TAKE AREA:	2,370 SF		
REMAINING AREA:	7,496 SF		

<b>EXHIBIT "C"</b>			
<b>R/W NO. LL-180 PARCEL MAP</b>			
ASSESSOR NO.:	2111600046	DATE:	5/7/2019
OWNER:	CITY OF SHORELINE		
BLOCK NO.:	1	LOT NO.:	9 & 10
CITY OF SHORELINE		KING COUNTY, WA	

**EXHIBIT F**  
**TEMPORARY CONSTRUCTION EASEMENT**  
 (11 of 11)  
**EXHIBIT "B"**  
 LL181 Easement Area



**EXHIBIT G**  
**SOUND TRANSIT PROPERTY**  
**(1 of 2)**

LL-180.1

the following described real estate, situated in the County of King, State of Washington:

LOT 8, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF,  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 211160-0040-01, . . .

LL-180.2

the following described real estate, situated in the County of King, State of Washington:

LOT 7, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF  
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, RECORDS OF KING COUNTY,  
WASHINGTON..

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Abbreviated Legal: (Required if full legal not inserted above.)

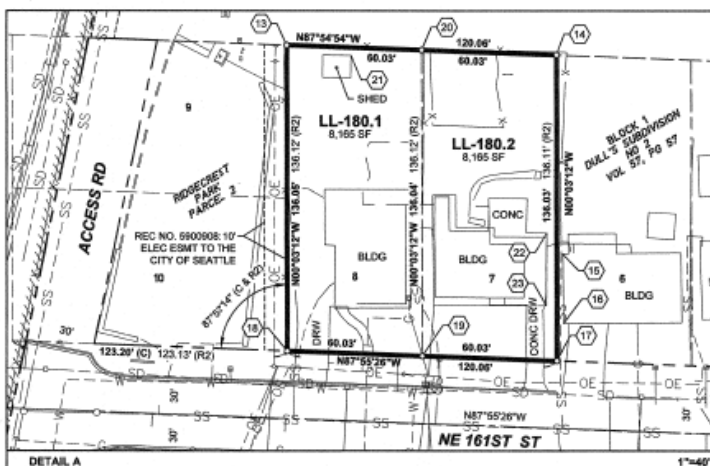
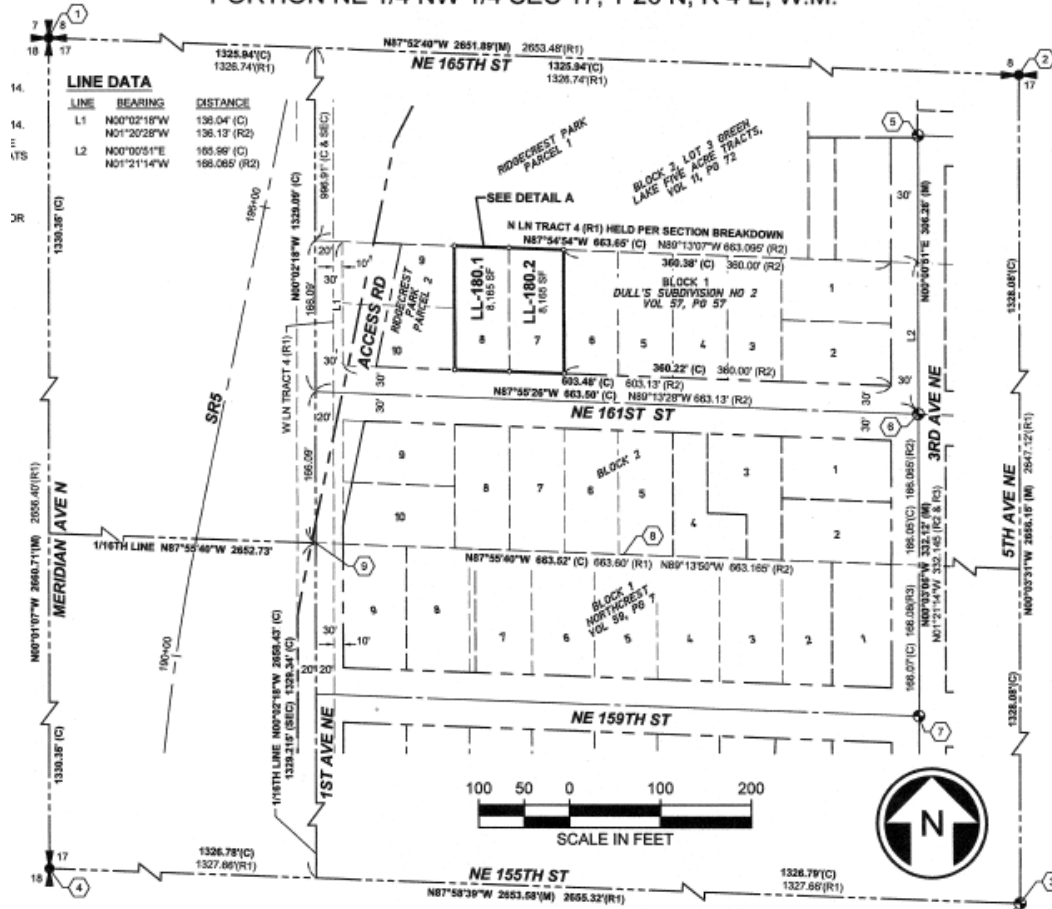
Tax Parcel Number(s): 211160-0035,



EXHIBIT G  
SOUND TRANSIT PROPERTY

(2 of 2)

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



IND

EXHIBIT H  
MARCH 18, 2018 LETTER OF CONCURRENCE  
(1 of 5)

Attachment A



March 8, 2018

Eric Friedli  
Parks, Recreation, and Cultural Services Director  
City of Shoreline  
17500 Midvale Ave N  
Shoreline, WA 98133

**Subject:** Ridgecrest Park

Dear Eric:

As part of the final design phase for the Lynnwood Link Extension (LLE), Sound Transit, in consultation with the City of Shoreline, has changed the mitigation approach to address project impacts to Ridgecrest Park. As you know, Ridgecrest Park is a Section 4(f) resource under the U.S. Department of Transportation Act. Due to this, the Federal Transit Administration (FTA) requests confirmation from the City about this change.

As the Official with Jurisdiction, the City of Shoreline has proposed two different parcels as mitigation for the impacts on Ridgecrest Park, and is therefore in concurrence with the overall mitigation approach for this impact. The two parcels are listed in Exhibit A, along with a map indicating the alternate replacement parcels. In addition to these two parcels, the City and Sound Transit have agreed to the following revised mitigation elements for all the proposed impacts to the park:

- Construction of a replacement parking lot (paved with 20 stalls) and ADA access to the park to be located on the proposed replacement properties to be completed within 1.5 years of the start of early construction work and completed consistent with applicable City standards for drainage, landscaping, and frontage improvements;
- Maintenance of public access to the the park throughout the construction of the LLE Project and use of the City right-of-way on NE 161<sup>st</sup> street for temporary public parking until the replacement parking lot is completed, as approximately illustrated in the attached Exhibit B illustrating draft construction areas and potential temporary parking; and
- Replacement of impacted infrastructure within the park such as the park sign, drinking fountain, and irrigation system.

A neighborhood meeting presentation regarding the proposed impacts to the park and this revised approach to mitigation was held May 9, 2017, to meet the outreach requirement in the FTA Record of Decision. This public meeting and the revised proposal is consistent with and fulfills the LLE's Record of Decision,

Central Puget Sound Regional Transit Authority • Union Station  
401 S. Jackson St., Seattle, WA 98104-2826 • Reception: (206) 398-5000 • FAX: (206) 398-5499  
www.soundtransit.org

**CHAIR**

**Dave Somers**  
*Snohomish County Executive*

**VICE CHAIRS**

**Ron Lucas**  
*Steilacoom Mayor*

**John Marchione**  
*Redmond Mayor*

**BOARD MEMBERS**

**Nancy Backus**  
*Auburn Mayor*

**David Baker**  
*Kenmore Mayor*

**Claudia Balducci**  
*King County Councilmember*

**Dow Constantine**  
*King County Executive*

**Bruce Dammeier**  
*Pierce County Executive*

**Jenny Durkan**  
*Seattle Mayor*

**Dave Earling**  
*Edmonds Mayor*

**Rob Johnson**  
*Seattle Councilmember*

**Kent Keel**  
*University Place Mayor*

**Joe McDermott**  
*King County Council Chair*

**Roger Millar**  
*Washington State Secretary  
of Transportation*

**Paul Roberts**  
*Everett Council President/  
Mayor Pro Tem*

**Dave Upthegrove**  
*King County Councilmember*

**Peter von Reichbauer**  
*King County Councilmember*

**Victoria Woodards**  
*Tacoma Mayor*

**CHIEF EXECUTIVE OFFICER**

**Peter M. Rogoff**

**EXHIBIT H**  
**MARCH 18, 2018 LETTER OF CONCURRENCE** Attachment A  
(2 of 5)

Table B-1 Mitigation Plan, Section 4.17, which states “transfer replacement property at the south end of the park, or other property as agreed to with the City...and the design process will include outreach in the adjacent neighborhood...” Furthermore, the proposal is consistent with the July 25, 2014 FTA/City of Shoreline concurrence letter, as “other property as agreed to with the City.”

Sincerely,

John Evans  
Development Manager

\_\_\_\_\_  
Sound Transit

3/8/18  
\_\_\_\_\_  
Date

Eric Friedli  
Parks, Recreation, and Cultural Services Director

\_\_\_\_\_  
City of Shoreline Concurrence

3/8/18  
\_\_\_\_\_  
Date

**EXHIBIT H**  
**MARCH 18, 2018 LETTER OF CONCURRENCE**  
**(3 of 5)**

**Exhibit A – Alternate Park Replacement Parcels**

LL-180.1	2111600040	PYPER J BRUCE+TERESA K	114 NE 161ST ST	Shoreline
LL-180.2	2111600035	PEW DAVID A+KAITLYN A	122 NE 161ST ST	Shoreline

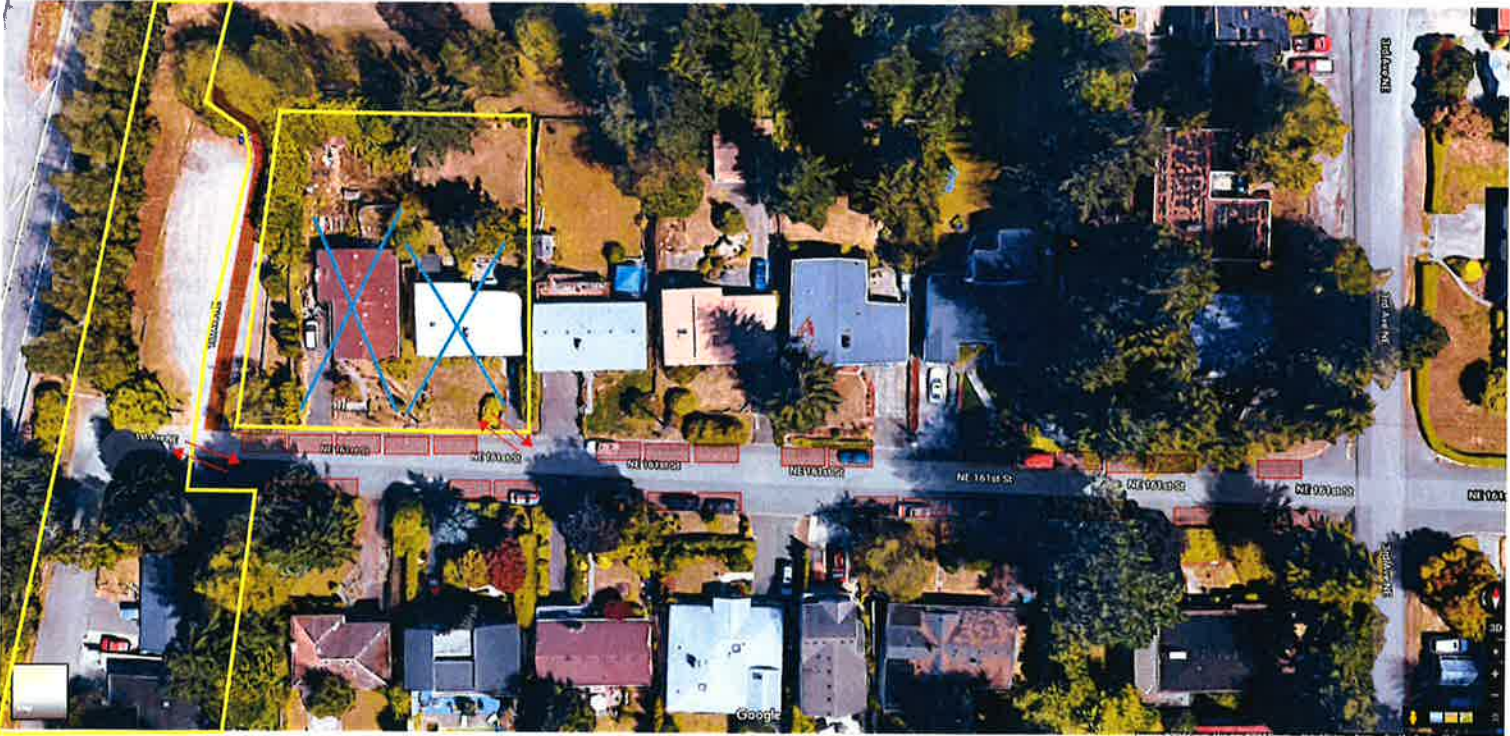






**EXHIBIT H**  
**MARCH 18, 2018 LETTER OF CONCURRENCE**  
**(5 of 5)**

**Exhibit B - Draft Temporary Construction Area and Parking Plan**





## EXHIBIT I

## POSSESSION AND USE AGREEMENT

(1 of 5)

## ADMINISTRATIVE POSSESSION AND USE AGREEMENT

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

## RECITALS

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

## AGREEMENT

Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

**EXHIBIT I**  
**POSSESSION AND USE AGREEMENT**  
**(2 of 5)**

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

2. **Use and Possession.** Upon deposit by Sound Transit of the Deposit Amount, Sound Transit shall be deemed to have, and Owner shall be deemed to have surrendered and conveyed, immediate possession and use of the Property Interests. The date of value for the determination of just compensation to be paid for the Property Interests shall be the Date of Deposit. In the event of disbursement of the Deposit Amount to Owner, and in the event Sound Transit commences formal eminent domain proceedings for acquisition of the Property Interests, interest shall be awarded on the difference, if any, between the Deposit Amount and the final award of just compensation for the Property Interests, as determined at trial by the court or jury, as the case may be. Interest, if any, shall be calculated at a rate of eight percent (8%) per annum from the Date of Deposit until the date of payment of the final award of just compensation for the Property Interests as determined at trial.

3. **No Waiver.** Execution of this Agreement shall not waive Owner's right to seek compensation for the Property Interests above and beyond the Deposit Amount, nor shall it impair Owner's right to recover relocation compensation under applicable law.

4. **Acquisition of the Property.** Owner and Sound Transit shall continue negotiations regarding the consideration to be provided by Sound Transit for the Property Interests. The Parties shall cooperate in negotiating, executing, and delivering any and all documents and agreements that are reasonably necessary to accomplish the conveyance contemplated herein. Should Owner and Sound Transit be unable to reach agreement regarding the just compensation to which Owner is entitled for the Property, Sound Transit may at any time, in its sole discretion, formally initiate eminent domain proceedings to determine the just compensation to be paid for the Property and to obtain a judgment and decree of appropriation for the Property.

5. **Public Use.** Owner acknowledges and agrees that the Project is for a public purpose, that there is public use and necessity for Sound Transit's acquisition of the Property, and that Sound Transit is acquiring the Property under threat of condemnation pursuant to Washington state law. Owner hereby waives any objection to entry of an order and judgment adjudicating public use and necessity in the event Sound Transit commences formal eminent domain proceedings, and shall stipulate to entry of such order upon request by Sound Transit.

6. **Order of Immediate Possession and Use; Attorney Fees.** Owner hereby stipulates and agrees that, upon the commencement of formal eminent domain proceedings, Sound Transit may ask the Court to enter an agreed order for immediate possession and use of the Property, and Sound Transit may file a copy of this Agreement as full and complete evidence of



**EXHIBIT I  
POSSESSION AND USE AGREEMENT  
(3 of 5)**

Owner's consent to entry of such agreed order. Owner shall join in the motion if requested. Sound Transit acknowledges and agrees that Owner's execution and delivery to Sound Transit of, and performance of its obligations under, this Agreement satisfies the statutory requirements of RCW 8.25.070(3) and that Owner may, if the other requirements of RCW 8.25.070 are met, be entitled to an award of fees and costs pursuant to that statute if this matter proceeds to trial.

7. **Indemnity.** Sound Transit shall defend, indemnify, and hold harmless Owner from any and all claims, injuries, damages, losses, suits, and expenses, including attorneys' fees, for loss or liability made against or incurred by Owner by any person or entity related to or arising from Sound Transit's possession and use of the Property as provided in this Agreement, including without limitation those arising out of bodily injury, property damage, or any fine, assessment, or penalty.

8. **Notices.** All notices, demands, requests or other communications required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given if addressed to the party to receive same at its address set forth below, by certified mail, return receipt requested, by hand delivery, by reputable overnight courier service, or by facsimile with receipt confirmed. Any party may, by notice given in accordance with this Section, designate a different address for notices, demands, requests and any other communications. Notices, demands, requests and other communications shall be deemed given as follows: (i) when duly tendered for receipt, if given by hand or by reputable overnight courier service; (ii) when received, if given by facsimile, or (iii) two (2) business days after same is deposited in the mail, if given by certified mail

Owner:           **City of Shoreline**  
17500 Midvale Avenue N.  
Shoreline, WA 98133

*with a copy to:*

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

*w/ a copy to:* Sound Transit Legal Department  
401 S. Jackson  
Seattle, WA 98104

9. **Miscellaneous.**
- a. **Governing Law: Venue.** This Agreement shall be governed by and in accordance with the laws of the State of Washington. Venue shall be proper in the Superior Court of King County.
  - b. **Merger.** All understandings and agreements heretofore between the parties are merged into this Agreement and any attachments hereto, which alone fully and completely expresses their agreement.
  - c. **Amendment.** This Agreement may not be amended orally or in any manner other than by a written agreement executed by Owner and Sound Transit.

**EXHIBIT I  
POSSESSION AND USE AGREEMENT  
(4 of 5)**

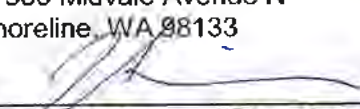



d. **Recording.** This Agreement shall be recorded in the real property records of King County.

e. **Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the Parties and their respective successors and assigns.

f. **Authority.** Each Party represents and warrants that the individuals executing this Agreement are duly authorized to do so and to bind their respective Parties. In signing this Agreement, the Parties represent to each other that no other person, entity, or public agency is required to authorize that Party's signature before such signature is binding.

g. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original agreement, but all of which together shall constitute one and the same agreement. |

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

GRANTOR:	GRANTEE:
City of Shoreline 17500 Midvale Avenue N Shoreline, WA 98133 	Central Puget Sound Regional Transit Authority 
By: <del>Debbie Tarry</del> John Norris Its: <del>City Manager</del> Acting City Manager	By: <del>Eric P. Decker</del> Its: DEPUTY EXECUTING DIRECTOR
Approved as to Form:	Approved as to Form
 By: Margaret J. King, City Attorney Julie Ainsworth-Taylor, Assistant City Attorney	 By: Sound Transit Legal Counsel

**EXHIBIT I  
POSSESSION AND USE AGREEMENT  
(5 of 5)  
EXHIBITS**

**Administrative Possession and Use Agreement**

The exhibits to this Administrative Possession and Use Agreement are on file with the Shoreline City Clerk's Office under Clerk's Receiving Number 9407.

Exhibit A – Legal Description of the Premises

Exhibit B – Fee Acquisition

Exhibit C – Wall Maintenance Easement

Exhibit D – Sewer Utility Easement

Exhibit E – Subsurface Anchors Easement

Exhibit F – Temporary Construction Easement

If you would like to review these exhibits, please contact the Shoreline City Clerk:

City of Shoreline  
Attn: City Clerk  
17500 Midvale Avenue N  
Shoreline, WA 98133-4905  
206-801-2230  
clk@shorelinewa.gov

**EXHIBIT J**

**DEED TEMPLATES**

**WHEN RECORDED RETURN TO:** (1 of 5)

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

**BARGAIN AND SALE DEED  
(SHORELINE, WASHINGTON)**

**Grantor(s):** Central Puget Sound Regional Transit Authority  
**Grantee:** City of Shoreline  
**Abbreviated Legal Description:** [Insert Abbreviated Legal](#)  
**Assessor’s Tax Parcel No(s):** [Insert Tax Parcel Number](#)  
**ROW No(s):** LL180.1 & LL180.2

[Insert Full Grantor Name](#) “Grantor”), for and in consideration of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and for other good and valuable consideration, in hand paid, conveys, and warrants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY (“SOUND TRANSIT”)**, a regional transit authority of the State of Washington, the following described real estate, situated in the County of King, State of Washington: **See Exhibits “A, B and C.”**

**Tax Parcel Number:** [Insert Tax Parcel Number\(s\)](#)

SUBJECT to the following protective covenant:  
The City covenants to operate and maintain the site in perpetuity as a public open space or as a public parks recreational facility, except that the City may trade the site or part of the site for property of equal or greater parks and recreational value or open space value. The City further covenants that it will not limit access to the park so as to restrict usage by non-City residents and that all user fees, including charges by any lessees, concessionaires, or other assignees shall be the same rate for non-City residents as for the residents for the City, unless the city has imposed specifically dedicated resources to fund recreation programs, and such different fees provide for equitable contributions to be made by City and non-City residents.

**EXHIBIT J  
DEED TEMPLATES  
(2 of 5)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GRANTOR: Central Puget Sound Regional Transit Authority**

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF WASHINGTON                    }  
  } SS.  
COUNTY OF KING                        }

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he is/she is) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the Central Puget Sound Regional Transit Authority to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

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



**EXHIBIT J  
DEED TEMPLATES  
(4 of 5)**

After Recording Return To:  
Shoreline City Clerk  
17500 Midvale Ave. North  
Shoreline, WA 98133-4905

**PUBLIC RIGHT-OF-WAY DEDICATION DEED**

**Reference No.:** Click or tap here to enter text.

**Grantor(s):** Click or tap here to enter text.

**Grantee(s):** City of Shoreline

**Tax Parcel ID No.:** Click or tap here to enter text.

**Abbreviated Legal Description of Property:** Click or tap here to enter text.

**Address:** Click or tap here to enter text.

This Right-of-Way Dedication is made and entered into on this Click or tap here to enter text. day of Click or tap here to enter text., 20Click or tap here to enter text., by Click or tap here to enter text., the owner of the property described below (hereinafter “Owner”), and accepted by the City of Shoreline, Washington, a municipal corporation of the State of Washington (hereinafter “City”).

**WHEREAS**, the City has approved a development, File Number Click or tap here to enter text., upon the condition that the Owner dedicates certain property to the public as right-of-way for public access and infrastructure improvements.

**NOW, THEREFORE**, in consideration of the development approval referenced above and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Owner hereby grants to the City in perpetuity, unless vacated by the City, a public right-of-way easement over, under, through, across, and upon that portion of property described in Exhibit A and depicted in Exhibit B (“Public Right-of-Way”) for public vehicular and pedestrian traffic, drainage, public or private utilities, lighting, signage and landscaping and other public uses permitted within public right-of-way.

**EXHIBIT J**  
**DEED TEMPLATES**  
**(5 of 5)**

The Owner shall not, nor allow any third party, to obstruct the Public Right-of-Way in any manner that will prevent or interfere with the Grantees and the public's use for the purposes identified herein.

All rights and obligations herein contained shall run with the land and shall be binding upon the parties hereto, their successors, lessees and assigns.

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

Title: \_\_\_\_\_

State of Washington )  
  ) ss.  
County of King        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person(s) who appeared before me, and acknowledged that he/she/they signed and delivered this instrument as his/her/their free and voluntary act for the uses and purposes set forth.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_

**Accepted and approved for the City of Shoreline:**

\_\_\_\_\_  
Debbie Tarry, City Manager

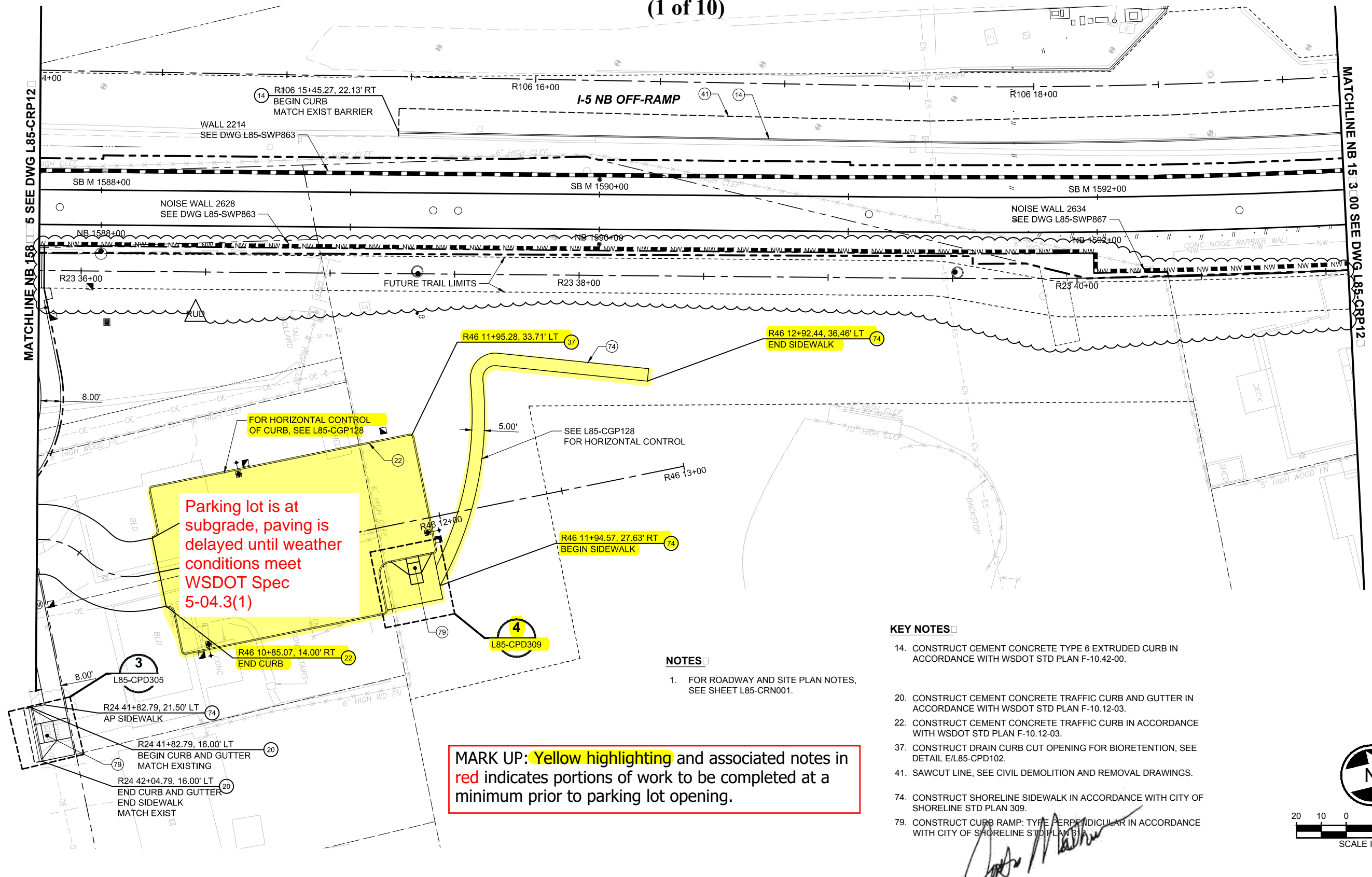
Approved as to form:

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



# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (1 of 10)

Xrefs:  
 XL200-G85-GZK020  
 XL200-L85-KAP100  
 XL200-L85-KWP100  
 XL200-L85-SEP100  
 XL200-L85-SZP100  
 XLLE-SHLN-VRX  
 XLLE-SHLN-VBP  
 XLLE-SEAT-VBP  
 GB-SEAL-JGM40855  
 XL200-L85-TSP100  
 XL200-GB-TB22-34  
 XL200-L85-eCAP100  
 XL200-L85-eCAP101  
 XL200-L85-CPD100  
 XL200-L85-CLP100  
 XL200-L85-eRPP100  
 XL200-L85-CPD100  
 XL200-L85-UCP100  
 XL200-L85-UCP300  
 XL200-L85-eUCP100  
 XL200-L85-eUCP300  
 XL200-L85-SWP100  
 XL200-L85-CEP  
 XL200-L85-CPD200  
 XL200-L85-CAP200  
 XL200-L85-CAP201  
 L200\_CPD SHEETCUTS  
 XL200-L85-JOP100



Parking lot is at subgrade, paving is delayed until weather conditions meet WSDOT Spec 5-04.3(1)

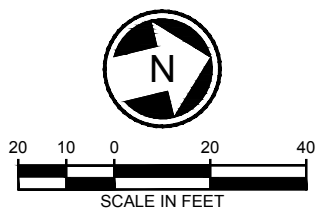
MARK UP: Yellow highlighting and associated notes in red indicates portions of work to be completed at a minimum prior to parking lot opening.

**KEY NOTES**

- 14. CONSTRUCT CEMENT CONCRETE TYPE 6 EXTRUDED CURB IN ACCORDANCE WITH WSDOT STD PLAN F-10.42-00.
- 20. CONSTRUCT CEMENT CONCRETE TRAFFIC CURB AND GUTTER IN ACCORDANCE WITH WSDOT STD PLAN F-10.12-03.
- 22. CONSTRUCT CEMENT CONCRETE TRAFFIC CURB IN ACCORDANCE WITH WSDOT STD PLAN F-10.12-03.
- 37. CONSTRUCT DRAIN CURB CUT OPENING FOR BIORETENTION, SEE DETAIL E/L85-CPD102.
- 41. SAWCUT LINE, SEE CIVIL DEMOLITION AND REMOVAL DRAWINGS.
- 74. CONSTRUCT SHORELINE SIDEWALK IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN 309.
- 79. CONSTRUCT CURB RAMP: TYPE PERPENDICULAR IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN B1.

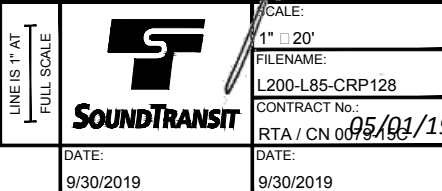
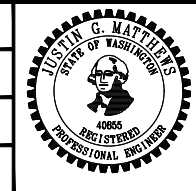
**NOTES**

- 1. FOR ROADWAY AND SITE PLAN NOTES, SEE SHEET L85-CRN001.



RUD	12/07/20	JRG	JGM	JGM	REV UNDER DEVELOPMENT - SHORELINE TAR WALL	CNR: P 012
A	04/06/20	JRG	JGM	JGM	PR #025 - ZONE 7	CNWD 018
0	09/30/19				ISSUED FOR CONTRACT / CO 002	
No.	DATE	DSN	CHK	APP	REVISION	

DESIGNED BY:  
J. GOODMAN  
 DRAWN BY:  
T. JOHNSON  
 CHECKED BY:  
C. MONKEN  
 APPROVED BY:  
J. MATTHEWS



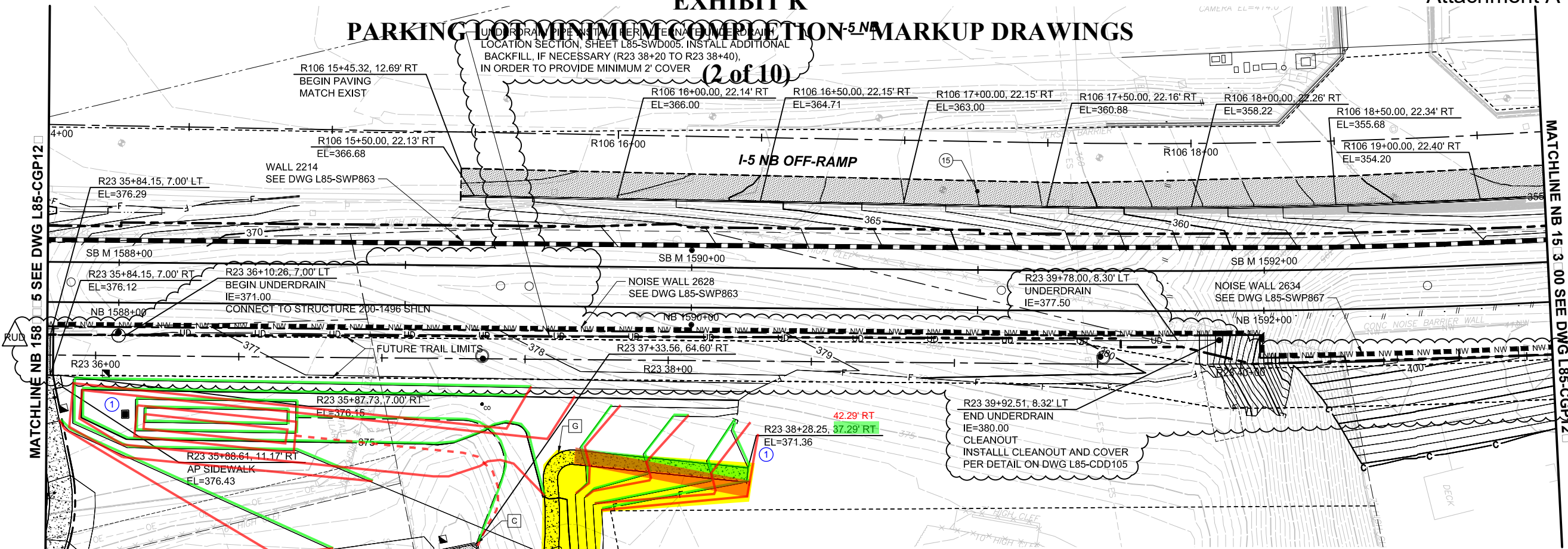
**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET  
 CIVIL  
 ROADWAY AND SITE PLAN  
 NB 1587+75 TO NB 1593+00

DRAWING No.:	L85-CRP128
LOCATION ID:	N16
SHEET No.:	230
REV:	RUD

12/15/20 1:28 PM | SBULL  
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# EXHIBIT K PARKING LOT MINIMUM COMPLETION 5-N MARKUP DRAWINGS

Xrefs:  
 XL200-L85-eCAP100  
 XL200-L85-KAP100  
 XL200-L85-SEP100  
 XL200-L85-UCP300  
 XL200-L85-UCP100  
 XL200-L85-RPP100  
 XLLE-SHLN-VSP  
 XLLE-SHLN-VRX  
 XL200-L85-CRP100  
 XL200-L85-CBP100  
 XLLE-SHLN-VCN  
 XL200-L85-CGP100  
 XL200-L85-eCAP101  
 XL200-L85-KWP100  
 XL200-L85-SWP100  
 XL200-L85-SZP100  
 GB-SCAL-JOM40855  
 XL200-GB-IB22-34  
 XL200-L85-CBP  
 XL200-L85-CIP100  
 XL200-L85-eRPP100  
 XL200-L85-eUCP100  
 XL200-L85-eUCP300  
 XL200-L85-TSP100  
 XL200-L85-CAP200  
 XL200-L85-CAP201  
 XL200-L85-CBP200  
 XL200-L85-CRP100  
 XL200-L85-JOP100



Extent of grading will be as close to sidewalk as feasible, but may need to be adjusted when frontage improvements are completed.

Parking lot is at subgrade, paving is delayed until weather conditions meet WSDOT Spec 5-04.3(1)

DELTA	RADIUS	TANGENT	LENGTH
90°00'00"	3.00'	3.00'	4.71'
POINT	STA-O	SET	TC EL
PC	R46 10	85.07, 14.00' RT	381.22
PT	R46 10	88.07, 17.00' RT	381.15

DELTA	RADIUS	TANGENT	LENGTH
90°00'00"	3.00'	3.00'	4.71'
POINT	STA-O	SET	TC EL
PC	R46 10	85.07, 14.00' LT	380.63
PT	R46 10	88.07, 17.00' LT	380.55

DELTA	RADIUS	TANGENT	LENGTH
90°00'00"	1.00'	1.00'	1.57'
POINT	STA-O	SET	TC EL
PC	R46 10	88.07, 33.00' RT	381.47
PT	R46 10	89.07, 34.00' RT	381.46

DELTA	RADIUS	TANGENT	LENGTH
32°39'49"	135.00'	39.56'	76.96'
POINT	STA-O	SET	EL
PC	R46 11	94.57, 19.76' RT	378.37
1/4	R46 12	05.34, 3.84' RT	377.49
1/2	R46 12	13.75, 13.45' LT	376.63
3/4	R46 12	19.61, 31.76' LT	375.76
PT	R46 12	22.81, 50.72' LT	374.90

DELTA	RADIUS	TANGENT	LENGTH
90°00'00"	1.00'	1.00'	1.57'
POINT	STA-O	SET	TC EL
PC	R46 11	94.57, 34.00' LT	375.98
PT	R46 11	95.57, 33.00' LT	375.97

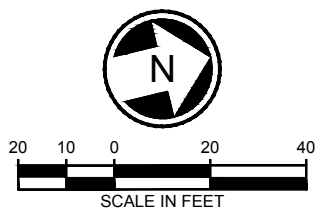
DELTA	RADIUS	TANGENT	LENGTH
101°45'06"	10.00'	12.29'	17.76'
POINT	STA-O	SET	EL
PC	R46 12	22.81, 50.72' LT	374.90'
1/2	R46 12	27.22, 58.08' LT	374.50'
PT	R46 12	35.73, 59.31' LT	374.10'

DELTA	RADIUS	TANGENT	LENGTH
90°00'00"	1.00'	1.00'	1.57'
POINT	STA-O	SET	TC EL
PC	R46 10	88.07, 33.00' LT	380.24
PT	R46 10	89.07, 34.00' LT	380.19

- KEY NOTES**
- PARKING LOT HMA PAVEMENT, SEE DETAIL B/L85-CPD101.
  - HMA PLANE AND OVERLAY, SEE DETAIL H/L85-CPD101.
  - CEMENT CONCRETE SIDEWALK IN ACCORDANCE WITH CITY OF SHORELINE STD PLAN 309.
  - HMA PAVEMENT SECTION, SEE DETAIL A/L85-CPD101.

- NOTES**
- FOR GRADING AND PAVING PLAN NOTES AND LEGEND, SEE SHEET L85-CGN001.

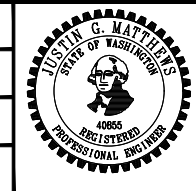
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See FSK 292, page 1



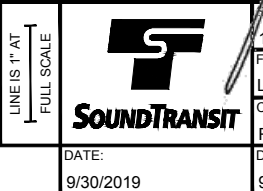
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No.	DATE	DSN	CHK	APP	REVISION
RUD	12/07/20	JRG	JGM	JGM	REV UNDER DEVELOPMENT - SHORELINE TAR WALL CNR P 012
B	04/06/20	JRG	JGM	JGM	PR #025 - ZONE 7 CNWD 018
A	03/06/20	KAI	JGM	JGM	CNWD #043
0	09/30/19				ISSUED FOR CONTRACT / CO 002

DESIGNED BY:  
J. GOODMAN  
 DRAWN BY:  
T. JOHNSON  
 CHECKED BY:  
C. MONKEN  
 APPROVED BY:  
J. MATTHEWS



LINE IS AT FULL SCALE



SCALE:  
1" = 20'  
 FILENAME:  
L200-L85-CGP128  
 CONTRACT No.:  
RTA / CN 009493  
 DATE:  
9/30/2019

**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET  
 CIVIL  
 GRADING AND PAVING PLAN  
 NB 1587.75 TO NB 1593.00

DRAWING No.:  
**L85-CGP128**  
 LOCATION ID:  
N16  
 SHEET No.:  
411  
 REV:  
RUD

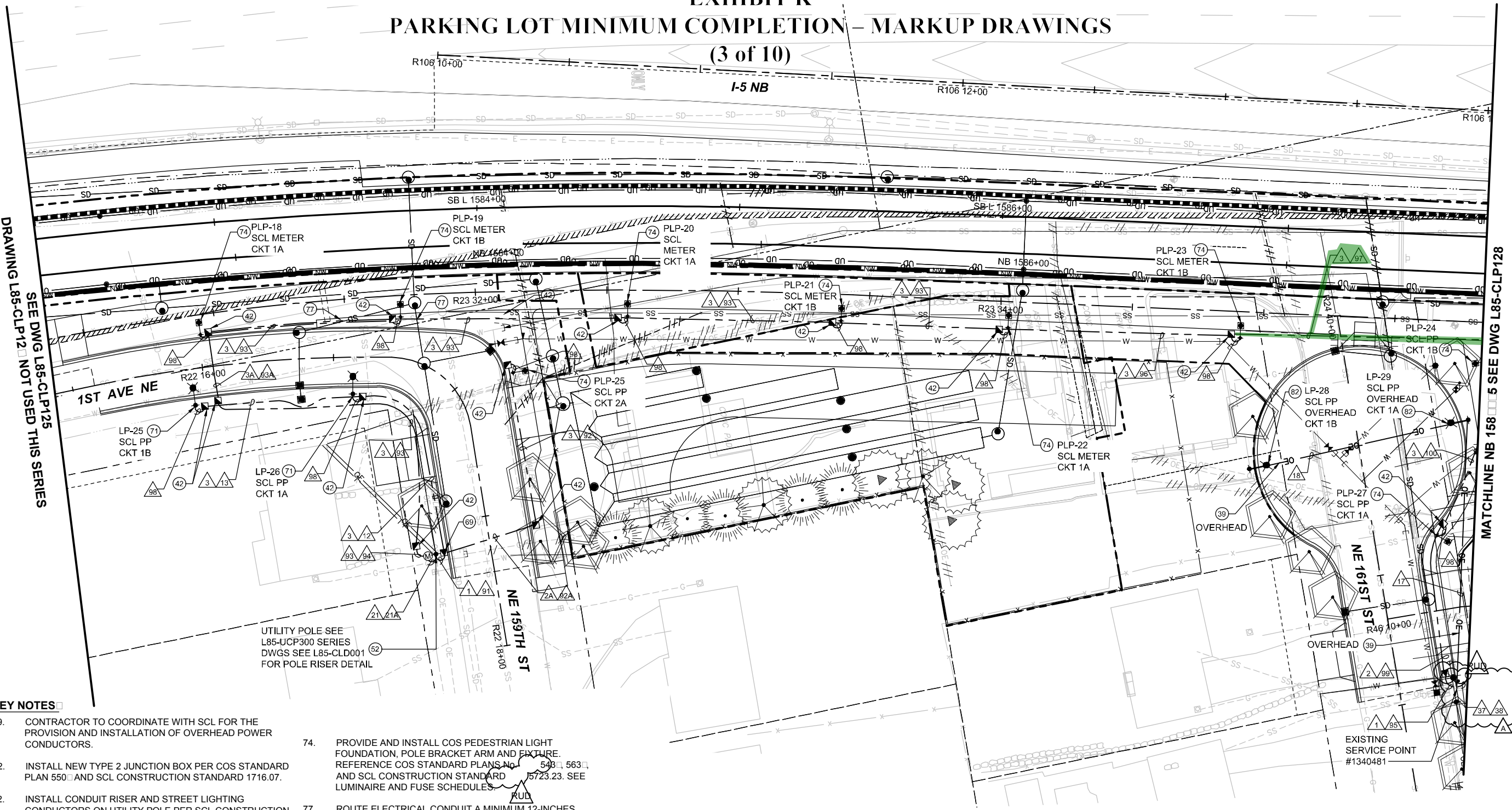


EXHIBIT K  
PARKING LOT MINIMUM COMPLETION - MARKUP DRAWINGS  
(3 of 10)

Xrefs:  
XL1E-SHLN-VBP  
XL1E-SHLN-VRX  
XL200-SD-C2N800  
XL200-GS-C2K200  
XL200-L85-eCAP100  
XL200-L85-CDP100  
XL200-L85-eCP100  
XL200-L85-eCLP100  
XL200-L85-eCRP100  
XL200-L85-eRFP100  
XL200-L85-eTSP100  
XL200-L85-eUCP100  
XL200-L85-eUCP300  
XL200-L85-KAP100  
XL200-L85-SEPI100  
XL200-L85-SWP100  
XL200-L85-SZP100  
XL200-L85-UCP100  
XL200-L85-UCP300  
XL200-L85-CLP100  
XL200-L85-CMP100  
XL200-L85-CRP100  
XL200-L85-LP100  
XL200-L85-TSP100  
XL200-L85-TSP100  
GB-SEA-NX24-4987  
XL200-GB-TB22-34  
XL200-L85-KWP100  
XL200-L85-CDP200  
R304-36908-FX01  
XL1E-SEAT-VBP  
XL200-L85-CP100

DRAWING L85-CLP12 NOT USED THIS SERIES  
SEE DWG L85-CLP125

MATCHLINE NB 158-5 SEE DWG L85-CLP128

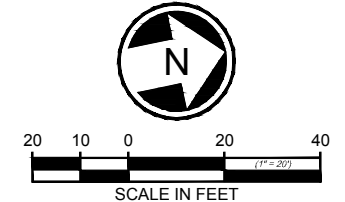


KEY NOTES

- 39. CONTRACTOR TO COORDINATE WITH SCL FOR THE PROVISION AND INSTALLATION OF OVERHEAD POWER CONDUCTORS.
- 42. INSTALL NEW TYPE 2 JUNCTION BOX PER COS STANDARD PLAN 550 AND SCL CONSTRUCTION STANDARD 1716.07.
- 52. INSTALL CONDUIT RISER AND STREET LIGHTING CONDUCTORS ON UTILITY POLE PER SCL CONSTRUCTION STANDARD 1714.50. COORDINATE WITH SCL FOR WIRE TERMINATIONS AT UTILITY POLE.
- 69. INSTALL SCL STREETLIGHT DISTRIBUTION HANDHOLE PER SCL CONSTRUCTION STANDARD 1716.07 AND COS PLAN 550A. ALL WIRE INSTALLATION FROM SCL DISTRIBUTION HANDHOLE TO THE VAULT OR POWER POLE TO BE INSTALLED BY SCL CREWS.
- 71. PROVIDE AND INSTALL COS STREET LIGHT FOUNDATION, POLE BRACKET ARM AND FIXTURE. REFERENCE COS STANDARD PLANS NO. 543A, 563A, AND SCL CONSTRUCTION STANDARD 1716.34. SEE LUMINAIRE AND FUSE SCHEDULES.
- 74. PROVIDE AND INSTALL COS PEDESTRIAN LIGHT FOUNDATION, POLE BRACKET ARM AND FIXTURE. REFERENCE COS STANDARD PLANS NO. 543A, 563A, AND SCL CONSTRUCTION STANDARD 1723.23. SEE LUMINAIRE AND FUSE SCHEDULES.
- 77. ROUTE ELECTRICAL CONDUIT A MINIMUM 12-INCHES ABOVE OR BELOW UTILITY LINE. INSTALL CONDUIT A MINIMUM 36-INCHES BELOW FINISHED GRADE. STREET LIGHT CONDUIT CLEARANCE PER SCL 0214.00 AND 1716.07.
- 82. COORDINATE WITH SCL TO INSTALL WOOD POLE AND LUMINAIRE FIXTURE PER SCL CONSTRUCTION STANDARDS 0100.07 AND 1712.00. SEE LUMINAIRE SCHEDULE. INSTALL CONDUIT RISER AND WIRES (WHERE UNDERGROUND CONDUIT IS SHOWN TO WOOD POLE) PER SCL CONSTRUCTION STANDARDS 1712.00 AND 1714.50. COORDINATE WITH SCL FOR WIRE TERMINATIONS FOR LUMINAIRE.

GENERAL NOTES

- 1. SEE DRAWINGS L85-CLS001 - 006 FOR LUMINAIRE AND WIRE SCHEDULES.
- 2. SEE DRAWING L85-GZN800 FOR SYMBOLS AND ABBREVIATIONS.
- 3. SEE DRAWINGS L85-CLS007 - 009 FOR BREAKER AND FUSE SCHEDULES.
- 4. SEE DRAWING L85-GZN801 FOR STREET LIGHTING GENERAL NOTES.



FSK 294 - Ridgecrest Irrigation Power 20201211.pdf

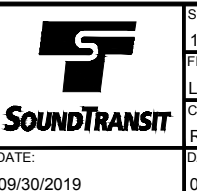
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A	04/06/20	WQ	DW	WQ	PR #025 - ZONE 7
0	09/30/19				ISSUED FOR CONTRACT / CO 002
No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY:  
W. QI  
DRAWN BY:  
E. GOLLER  
CHECKED BY:  
D. WAGNER  
APPROVED BY:  
W. QI



71-87  
09/30/2019



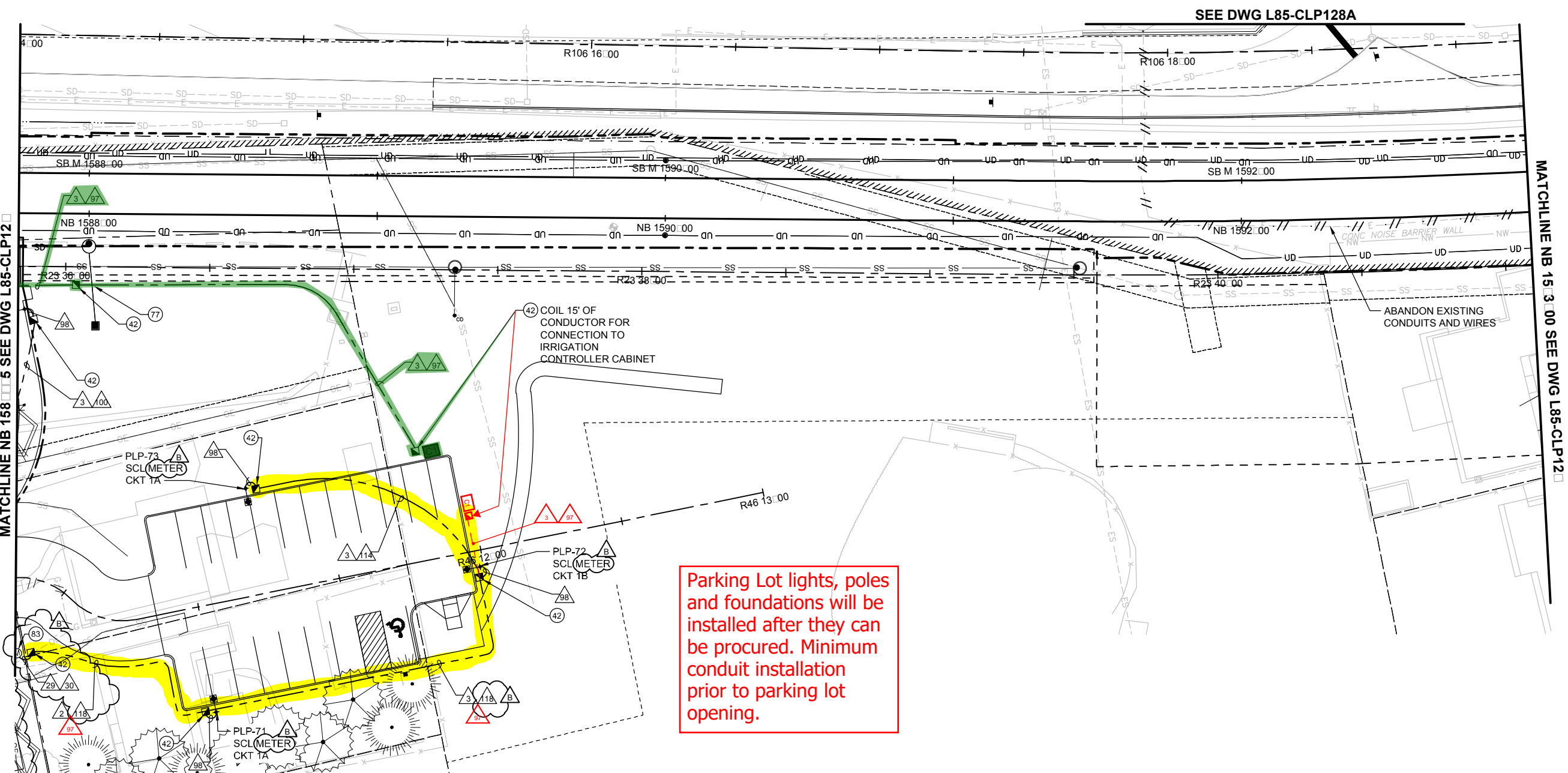
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1" = 20'  
FILENAME:  
L200-L85-CLP127  
CONTRACT No.:  
RTA / CN 0079-15C  
DATE:  
09/30/2019

LYNNWOOD LINK EXTENSION  
CONTRACT L200  
NORTHGATE STATION TO NE 200TH STREET  
ROADWAY ILLUMINATION  
PLAN  
NB 1582+25 TO NB 1587+75

DRAWING No.:  
L85-CLP12  
LOCATION ID:  
N16  
SHEET No.:  
1010  
REV:  
A

# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (4 of 10)

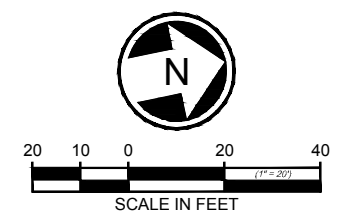
Xrefs:  
 XLLE-SHLN-VBP  
 XLLE-SHLN-VRX  
 XL000-STD-C2N800  
 XL200-G85-G2N000  
 XL200-L85-eCAP100  
 XL200-L85-eCP100  
 XL200-L85-eCP100  
 XL200-L85-eCP100  
 XL200-L85-eCRP100  
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 XL200-L85-UCP100  
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 XL200-L85-CP100  
 XL200-L85-CP100  
 XL200-L85-LPP100  
 XL200-L85-TSP100  
 XL200-L85-eCLP900  
 XL200-GB-TB22334  
 GB-SEAL-WX054997  
 R3043690B/CPSP01  
 R3043690B/FP01  
 XLLE-SEAT-VBP  
 XL200-L85-CP100



Parking Lot lights, poles and foundations will be installed after they can be procured. Minimum conduit installation prior to parking lot opening.

- KEY NOTES**
- 42. INSTALL NEW TYPE 2 JUNCTION BOX PER COS STANDARD PLAN 550 AND SCL CONSTRUCTION STANDARD 1716.07.
  - 77. ROUTE ELECTRICAL CONDUIT A MINIMUM 12-INCHES ABOVE OR BELOW UTILITY LINE. INSTALL CONDUIT A MINIMUM 36-INCHES BELOW FINISHED GRADE. STREET LIGHT CONDUIT CLEARANCE PER SCL 0211.00 AND 1716.07.
  - 83. PROVIDE AND INSTALL POWER METER. REFERENCE COS STANDARD PLAN No. 501.

- GENERAL NOTES**
1. SEE DRAWINGS L85-CLS001 - 006 FOR LUMINAIRE AND WIRE SCHEDULES.
  2. SEE DRAWING L85-GZN800 FOR SYMBOLS AND ABBREVIATIONS.
  3. SEE DRAWINGS L85-CLS007 - 009 FOR BREAKER AND FUSE SCHEDULES.
  4. SEE DRAWING L85-GZN801 FOR STREET LIGHTING GENERAL NOTES.



FSK 294 - Ridgecrest Irrigation Power 20201211.pdf

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RUD	04/XX/20	WQ	DW	WQ	REV UNDER DEVELOPMENT - NOT FOR CONSTR.
B	04/06/20	WQ	DW	WQ	PR #025 - ZONE 7
A	10/09/19	WQ	LG	WQ	CNWD 013
0	09/30/19				ISSUED FOR CONTRACT / CO 002
No.	DATE	DSN	CHK	APP	REVISION

DESIGNED BY: W. QI
DRAWN BY: E. GOLLER
CHECKED BY: D. WAGNER
APPROVED BY: W. QI



71-88 09/30/2019	REVIEWED BY: F. CHIHAB
---------------------	---------------------------

SCALE: 1" = 20'
FILENAME: L200-L85-CLP128
CONTRACT No.: RTA / CN 0079-15C
DATE: 09/30/2019

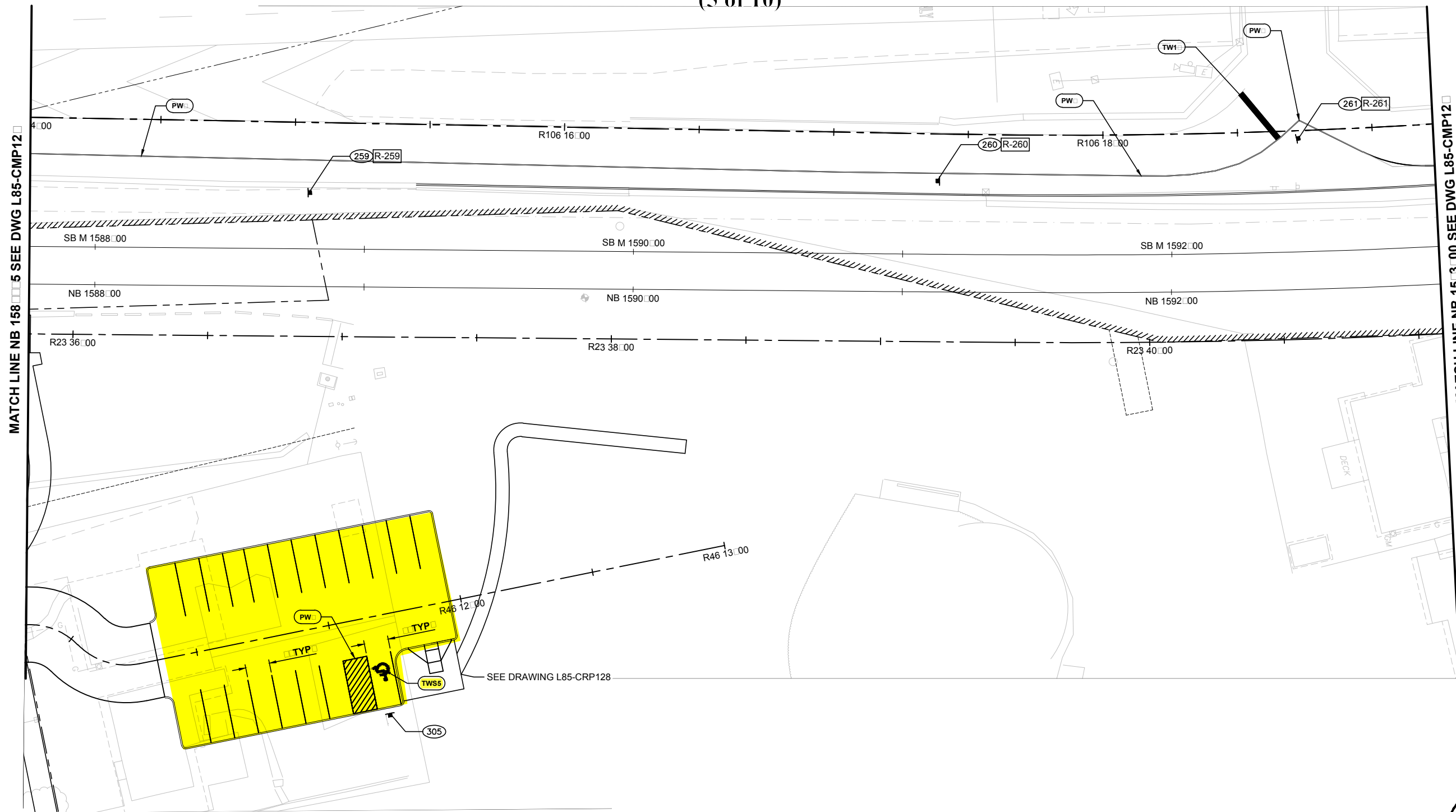
<b>LYNNWOOD LINK EXTENSION CONTRACT L200</b>	
NORTHGATE STATION TO NE 200TH STREET	
ROADWAY ILLUMINATION PLAN	
NB 1587.75 TO NB 1593.00	

DRAWING No.:	L85-CLP128
LOCATION ID:	N16
SHEET No.:	1011
REV:	B



# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (5 of 10)

Xrefs:  
 xLE-SHLN-VBP  
 xLE-SHLN-VRX  
 xL200-L85-KAP100  
 xL200-G85-C2K020  
 GB-SEAL-PCHU41790  
 xL200-NXX-CMP100  
 xL200-NXX-CRP100  
 xL200-RS-ecap100  
 xL200-GB-TB22x34

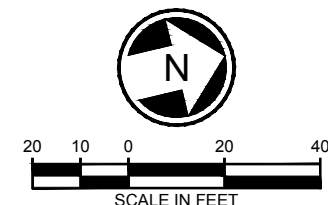


MATCH LINE NB 158 00 SEE DWG L85-CMP128

MATCH LINE NB 1593 00 SEE DWG L85-CMP128

**NOTES**

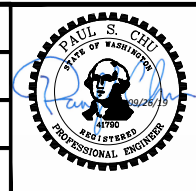
- FOR GENERAL NOTES SEE SHEET L85-CMN001



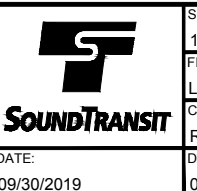
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No.	DATE	DSN	CHK	APP	REVISION
0	09/30/19				ISSUED FOR CONTRACT

DESIGNED BY:  
T. HUA  
 DRAWN BY:  
R. GREENLEE  
 CHECKED BY:  
J. GOH  
 APPROVED BY:  
P. CHU



71-89  
 09/30/2019



SCALE:  
1" = 20'  
 FILENAME:  
L200-L85-CMP128  
 CONTRACT No.:  
RTA / CN 0079-15C  
 DATE:  
09/30/2019

**LYNNWOOD LINK EXTENSION  
 CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET  
 CIVIL  
 PAVEMENT MARKING & SIGNAGE DETAIL  
 NB 1587+75 TO NB 1593+00

DRAWING No.: <b>L85-CMP128</b>	
LOCATION ID: N16	
SHEET No.: 324	REV: 0

# EXHIBIT K PARKING LOT MINIMUM COMPLETION – MARKUP DRAWINGS (6 of 10)

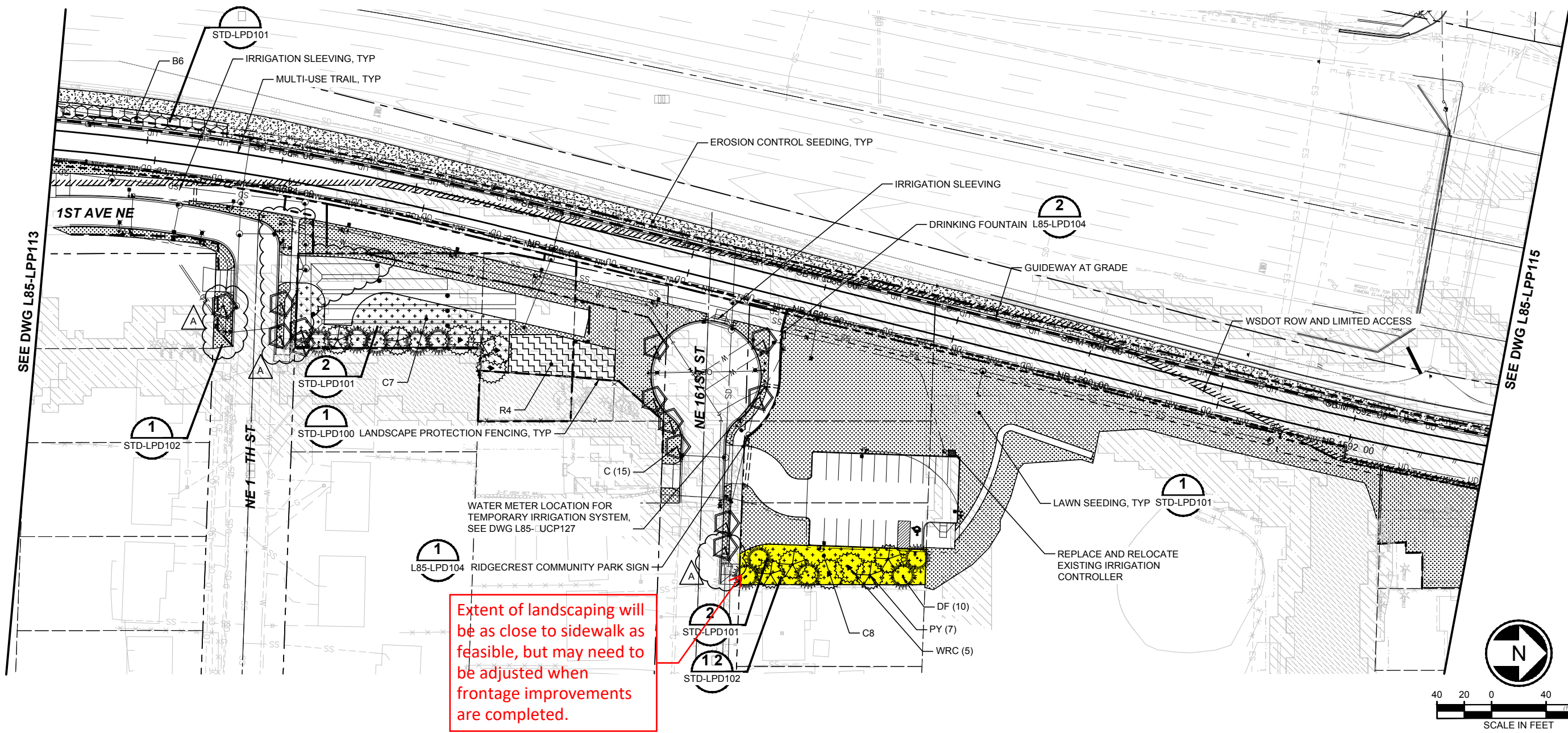
**IRRIGATION NOTES**

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR TEMPORARY IRRIGATION.
2. TEMPORARY IRRIGATION WITH AUTOMATIC CONTROLLER REQUIRED FOR PLANTING AREAS C7, C8, AND R4.
3. WATER BAGS REQUIRED FOR (4) CASCARA TREES ALONG NE 159TH ST, AND (9) CASCARA TREES ALONG NE 161ST ST.

**NOTES**

1. EACH PLANTING AREA IS ASSIGNED A REFERENCE NUMBER ON THE DRAWINGS.  
EXAMPLE: A1
2. SEE DRAWINGS L85-LPS101 THROUGH L85-LPS103 FOR PLANTING LEGENDS, SCHEDULES AND QUANTITIES.
3. SEE CIVIL REMOVAL AND DEMOLITION PLANS FOR LANDSCAPE CLEARING AND GRUBBING.
4. SEE DRAWING STD-LZN001 FOR GENERAL NOTES AND SETBACKS.
5. SEE DRAWINGS L85-LPD101 THROUGH L85-LPD103, AND STD-LPD100 THROUGH STD-LPD103 FOR PLANTING DETAILS.
6. WITHIN THE CITY OF SHORELINE, BEFORE INSTALLATION OF STREET TREES OCCURS, ANY SPECIES SUBSTITUTIONS MUST BE APPROVED BY THE CITY. ALLOW 20 DAYS FOR REVIEW.
7. FOR AREAS COMPACTED DUE TO CONSTRUCTION, AS IDENTIFIED BY THE RESIDENT ENGINEER, THE CONTRACTOR SHALL DECOMPACT AND PREPARE SOIL PER DETAIL 2, STD-LPD101.

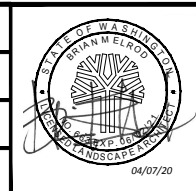
Xrefs:  
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 xl200-L85-UCP300  
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 xl200-L85-UCP100  
 xLLE-SHUN-VBP  
 xLLE-SHUN-VWG  
 xl200-L85-KWP100  
 xl200-L85-LXP100  
 xLLE-SHUN-VCN  
 xLLE-PROP-ID  
 xl200-L85-LPP100  
 xl200-G8-SP22-34  
 xl200-L85-CRP100  
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 xl200-L85-CLP100  
 GB-SEAL-BME663  
 xl200-L85-#PPP100  
 xLLE-SHUN-CEP  
 xl200-L85-CEP  
 xLLE-SHUN-VRX  
 xl200-L85-eUCP100  
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 xLLE-SEAT-VBP  
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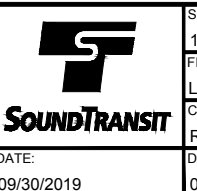
Extent of landscaping will be as close to sidewalk as feasible, but may need to be adjusted when frontage improvements are completed.

No.	DATE	DSN	CHK	APP	REVISION
A	04/06/20	JL	BE	BE	PR #025 - ZONE 7 CNWD 018
0	09/30/19				ISSUED FOR CONTRACT / CO 002

DESIGNED BY:  
 J. LOGAN  
 DRAWN BY:  
 L. NGET  
 CHECKED BY:  
 B. ELROD  
 APPROVED BY:  
 B. ELROD



SUBMITTED BY:  
 S. BURCH  
 DATE:  
 09/30/2019



SCALE:  
 1"=40'  
 FILENAME:  
 L200-L85-LPP114  
 CONTRACT No.:  
 RTA / CN 0079-15C  
 DATE:  
 09/30/2019

**LYNNWOOD LINK EXTENSION  
CONTRACT L200**  
 NORTHGATE STATION TO NE 200TH STREET  
**CORRIDOR LANDSCAPING  
PLANTING PLAN**

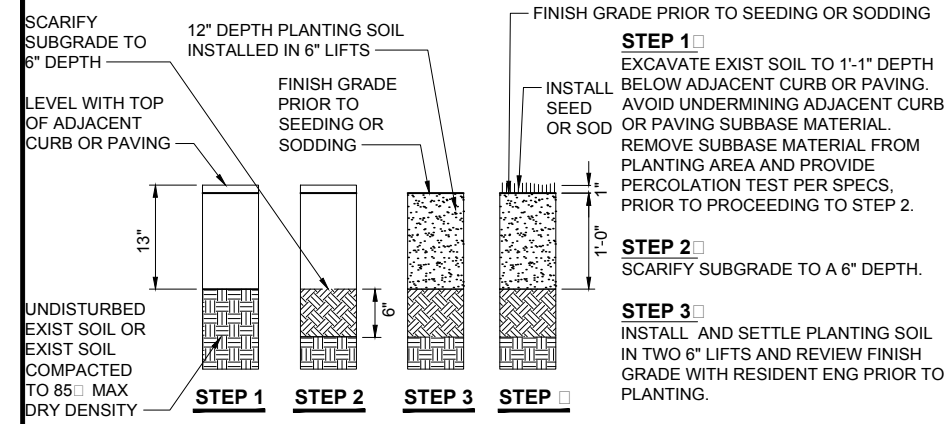
DRAWING No.: <b>L85-LPP11</b>	
LOCATION ID: <b>N16</b>	
SHEET No.: 1776	REV: A





Xrefs:  
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 xl000-STD-LPD001  
 GB-SEAL-BME663

# EXHIBIT K PARKING LOT MINIMUM COMPLETION MARKING DRAWINGS (8 of 10)



**STEP 1** SCARIFY SUBGRADE TO 6" DEPTH. LEVEL WITH TOP OF ADJACENT CURB OR PAVING.

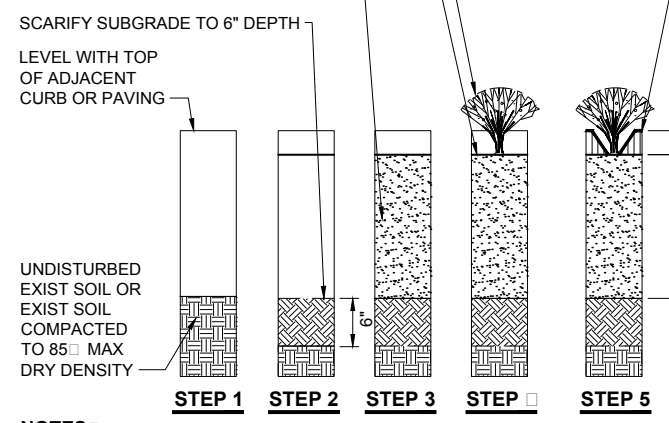
**STEP 2** 12" DEPTH PLANTING SOIL INSTALLED IN 6" LIFTS.

**STEP 3** FINISH GRADE PRIOR TO SEEDING OR SODDING.

**STEP 4** INSTALL SEED OR SOD. FINISH GRADE PRIOR TO SEEDING OR SODDING.

**NOTE**  
 1. ALL DIMENSIONS INDICATE COMPACTED DEPTHS. PLANTING SOIL SHALL BE COMPACTED TO 85% MAX DRY DENSITY.

**LAWN AREA SOIL PREPARATION 1**  
 SCALE: NTS  
 STD-LPD101



**STEP 1** SCARIFY SUBGRADE TO 6" DEPTH. LEVEL WITH TOP OF ADJACENT CURB OR PAVING.

**STEP 2** UNDISTURBED EXIST SOIL OR EXIST SOIL COMPACTED TO 85% MAX DRY DENSITY.

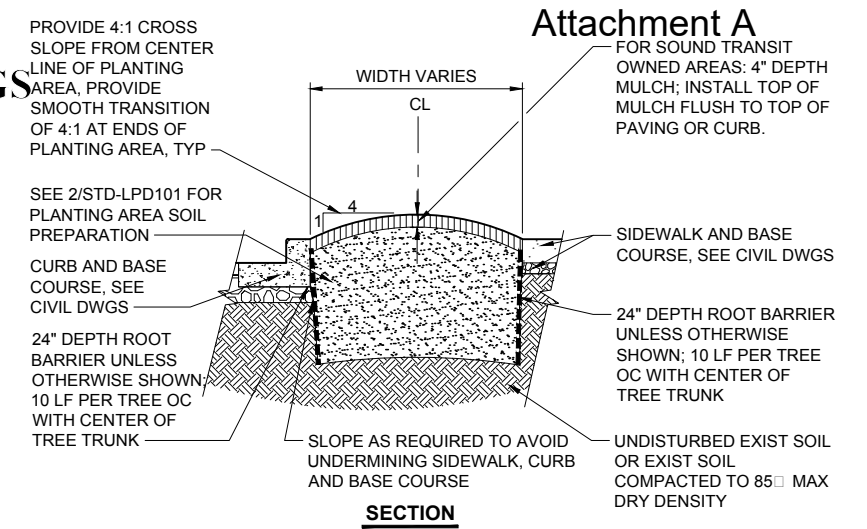
**STEP 3** INSTALL TREE, SHRUB OR GROUND COVER. MULCH. INSTALL TOP OF CURB OR PAVING.

**STEP 4** MULCH. INSTALL TOP OF CURB OR PAVING.

**STEP 5** INSTALL PLANTING SOIL IN 6" LIFTS.

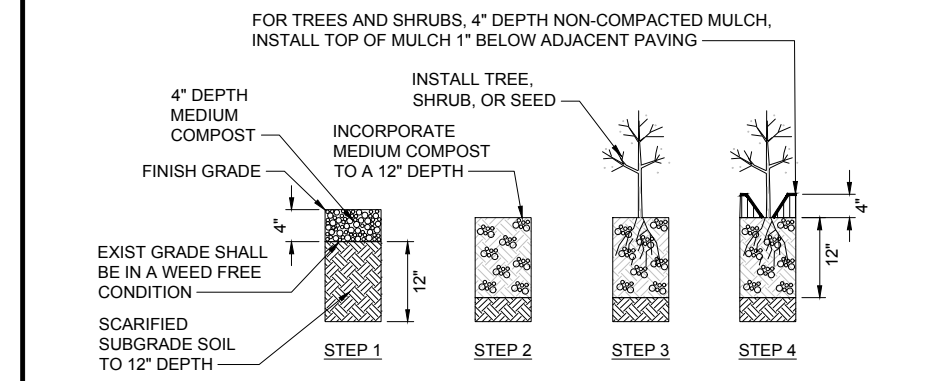
**NOTES**  
 1. ALL DIMENSIONS INDICATE COMPACTED DEPTHS. COMPOST, PLANTING SOIL AND MULCH SHALL BE COMPACTED TO 85% MAX DRY DENSITY.  
 2. INCREASE THE DEPTH OF EXCAVATION AND PLANTING SOIL TO A MIN 18" COMPACTED DEPTH AT TREE LOCATIONS WITHIN STATION AREAS, AND COMPACTED AREAS IDENTIFIED BY THE RESIDENT ENGINEER. SEE TREE PLANTING DETAILS ON SHEET STD-LPD102.  
 3. COORDINATE SOIL PREPARATION WITH UTILITY LOCATIONS TO AVOID ANY CONFLICT. PROTECT EXIST UTILITIES AS NEEDED.

**PLANTING AREA SOIL PREPARATION 1**  
 SCALE: NTS  
 STD-LPD101



**NOTES**  
 1. ROOT BARRIER SHALL ABUT SIDEWALK EDGE OR CURB.  
 2. TOP OF ROOT BARRIER SHALL BE 2" BELOW TOP OF PAVING OR CURB.  
 3. CAREFULLY HAND DIG PLANTING EDGES TO AVOID UNDERMINING ADJACENT CURB & SIDEWALK PAVING SUBBASE.  
 4. CONTRACTOR TO VERIFY POSITIVE DRAINAGE WITH RESIDENT ENGINEER PRIOR TO SOIL PREPARATION AND PLANTING. IF DRAINAGE IS UNACCEPTABLE, FIELD DIRECTED MEASURES SHALL BE PROVIDED TO ENSURE PLANTING AREAS DRAIN ADEQUATELY TO SUPPORT PLANT GROWTH. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, GRAVEL TRENCH DRAINS AND PERFORATED PIPES CONNECTED TO CATCHBASINS, SEE SPECS.

**SIDEWALK PLANTING SOIL PREPARATION 3**  
 SCALE: NTS  
 STD-LPD101



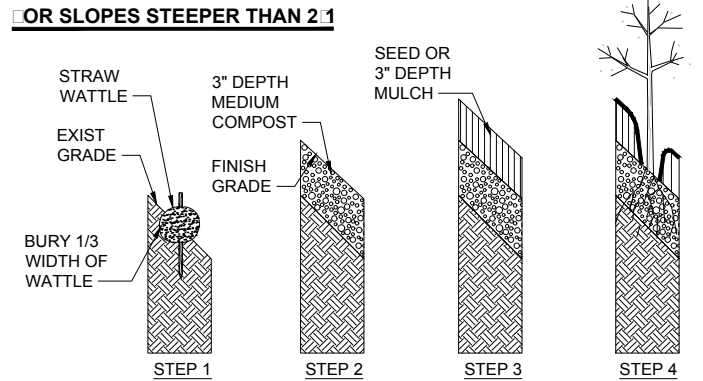
**STEP 1** SCARIFY SUBGRADE SOIL. VERIFY POSITIVE DRAINAGE. PLACE COMPOST ON TOP OF EXIST GRADE.

**STEP 2** INCORPORATE MEDIUM COMPOST AND THOROUGHLY MIX TO A HOMOGENOUS BLEND.

**STEP 3** INSTALL PLANTS PER DETAILS, AVOID WATTLES.

**STEP 4** INSTALL MULCH 3" DEPTH.

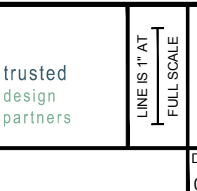
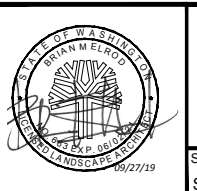
**PLANTING AREA SOIL PREPARATION 2**  
 SCALE: NTS  
 STD-LPD101



**NOTES**  
 1. WATTLES SHALL BE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 9-14.5(5). INSTALL WATTLES ALONG CONTOURS. INSTALLATION SHALL BE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 8-01.3(10).  
 2. SECURELY KNOT EACH END OF WATTLE. OVERLAP ADJACENT ENDS 12" BEHIND ONE ANOTHER AND SECURELY TIE TOGETHER. STAGGER JOINTS BETWEEN WATTLE ROWS.  
 3. PILOT HOLES MAY BE DRIVEN THROUGH THE WATTLES AND INTO THE SOIL WHEN SOIL CONDITIONS REQUIRE.  
 4. COMPACT EXCAVATED SOIL AND TRENCHES TO PREVENT UNDERCUTTING. ADDITIONAL STAKING MAY BE NECESSARY TO PREVENT UNDERCUTTING.  
 5. INSTALL WATTLES PERPENDICULAR TO FLOW ALONG CONTOURS.  
 6. WATTLES SHALL BE INSPECTED REGULARLY, AND IMMEDIATELY AFTER A RAINFALL PRODUCES RUNOFF, TO ENSURE THEY REMAIN THOROUGHLY ENTRENCHED AND IN CONTACT WITH THE SOIL.  
 7. PERFORM MAINTENANCE IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 8-01.3(15).  
 8. REFER TO WSDOT STANDARD SPECIFICATION 8-01.3(16) FOR REMOVAL.

**STEEP SLOPE PREPARATION**  
 SCALE: NTS  
 STD-LPD101

DESIGNED BY:	J. LOGAN
DRAWN BY:	L. NGET
CHECKED BY:	B. ELROD
APPROVED BY:	B. ELROD
ISSUED FOR CONTRACT	09/30/19



REVIEWED BY SPU/WATER ENGINEERING:	20
REVIEWED BY SPU/DRAINAGE:	20
APPROVED BY SDOT STREET IMPROVEMENT PERMITTING:	20
INITIALS AND DATE REVIEWED:	20
REVISED AS-BUILT:	20

SDOT PROJECT ADDRESS	100 NE 103RD ST
SDOT PROJECT NO.	307808
COS SHEET No.:	
VAULT PLAN NO.	
VAULT SERIAL NO.	
DRAWING No.:	STD-LPD101
LOCATION ID:	
SHEET No.:	1869
REV:	0

SCALE:	AS NOTED
FILENAME:	L200-STD-LPD101
CONTRACT No.:	RTA / CN 0079-15C
DATE:	09/30/2019

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CORRIDOR PLANTING MIX SCHEDULE

QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE	REMARKS	QUANTITY	BOTANICAL NAME	COMMON NAME	ROOT CONDITION	SIZE	REMARKS
111	ACER CAMPESTRE 'PANACEK'	HEDGE MAPLE 'METRO GOLD'	#2 CONT.	24 INCH HT	MIN. 3 BRANCHES	104	PINUS THUNBERGII 'THUNDERHEAD'	DWARF JAPANESE BLACK PINE	#2 CONT.	9 INCH HT	NATURAL FORM; SINGLE LEADER
35	ACER CAMPESTRE 'PANACEK'	HEDGE MAPLE 'METRO GOLD'	#5 CONT.	4 FT HT	MIN. 5 BRANCHES	52	PINUS THUNBERGII 'THUNDERHEAD'	DWARF JAPANESE BLACK PINE	#5 CONT.	15 INCH HT	NATURAL FORM; SINGLE LEADER
1541	ACER CIRCINATUM	VINE MAPLE	#2 CONT.	24 INCH HT	MIN. 3 BRANCHES	292	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	#5 CONT.	18 INCH HT	NATURAL FORM; SINGLE LEADER
739	ACER CIRCINATUM	VINE MAPLE	#5 CONT.	4 FT HT	MIN. 5 BRANCHES	145	RHAMNUS PURSHIANA	CASCARA	B&B	8 FT HT	NATURAL FORM; SINGLE LEADER
47	ACER PSEUDOPLATANUS	SYCAMORE MAPLE	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	60	RHAMNUS PURSHIANA	CASCARA	B&B	1.5 IN. CAL.	MIN. 3 BRANCHES
230	ACER TRUNCATUM X A. PLATANOIDES 'KEITHSFORM'	NORWEGIAN SUNSET MAPLE	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	74	RHAMNUS PURSHIANA	CASCARA	#2 CONT.	12 INCH HT	MIN. 3 BRANCHES
280	ACER TRUNCATUM X A. PLATANOIDES 'WARRENRED'	PACIFIC SUNSET MAPLE	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	2436	ROSA GYMOCARPA	BALDHIP ROSE	#5 CONT.	15 INCH HT	MIN. 5 BRANCHES
135	CHAMAECYPARIS OBTUSA 'GRACILIS'	SLENDER HINOKI FALSE CYPRESS	#2 CONT.	9 INCH HT	NATURAL FORM; SINGLE LEADER	900	ROSA NUTKANA	NOOTKA ROSE	#1 CONT.	10 INCH HT	GRADE NO. 1 (MIN. 3 CANES)
104	CHAMAECYPARIS OBTUSA 'GRACILIS'	SLENDER HINOKI FALSE CYPRESS	#5 CONT.	15 INCH HT	NATURAL FORM; SINGLE LEADER	2727	RUBUS PARVIFLORUS	THIMBLEBERRY	#1 CONT.	10 INCH HT	GRADE NO. 1 (MIN. 3 CANES)
1541	CORYLUS CORNUTA	BEAKED HAZELNUT	#2 CONT.	12 INCH		626	RUBUS PARVIFLORUS	THIMBLEBERRY	#1 CONT.	9 INCH HT	MIN. 3 CANES
450	CORYLUS CORNUTA	BEAKED HAZELNUT	#5 CONT.	2 FT.		1800	RUBUS PARVIFLORUS	THIMBLEBERRY	#5 CONT.	30 INCH HT	MIN. 3 CANES
277	CORNUS NUTTALII	PACIFIC DOGWOOD	B&B	1.5 IN. CAL.	MIN. 5 BRANCHES	132	SAMBUCUS RACEMOSA	RED ELDERBERRY	#2 CONT.	12 INCH HT	MIN. 3 CANES
4133	CORNUS SERICEA	RED TWIG DOGWOOD	#2 CONT.	15 INCH HT	MIN. 3 BRANCHES	3336	SAMBUCUS RACEMOSA	RED ELDERBERRY	#5 CONT.	24 INCH HT	MIN. 4 CANES
1313	GAULTHERIA SHALLON	SALAL	#1 CONT.	6 INCH HT		626	SYMPHORICARPOS ALBUS	SNOWBERRY	#1 CONT.	9 INCH HT	MIN. 3 CANES
5966	MAHONIA AQUIFOLIUM	TALL OREGON GRAPE	#2 CONT.	6 INCH HT		44	SYMPHORICARPOS ALBUS	SNOWBERRY	#5 CONT.	30 INCH HT	MIN. 3 CANES
1247	MAHONIA AQUIFOLIUM	TALL OREGON GRAPE	#5 CONT.	30 INCH HT		232	THUJA PLICATA	WESTERN REDCEDAR	#5 CONT.	2 FT HT	NATURAL FORM; SINGLE LEADER
834	MYRICA CALIFORNICA	PACIFIC WAX MYRTLE	#2 CONT.	12 INCH HT	MIN. 3 CANES	813	THUJA PLICATA 'EXCELSA'	EXCELSA WESTERN REDCEDAR	#5 CONT.	18 INCH HT	NATURAL FORM; SINGLE LEADER
3682	MYRICA CALIFORNICA	PACIFIC WAX MYRTLE	#5 CONT.	30 INCH HT	MIN. 3 CANES	779	THUJA PLICATA 'EXCELSA'	EXCELSA WESTERN REDCEDAR	#2 CONT.	2 FT HT	NATURAL FORM; SINGLE LEADER
91	PINUS CONTORTA	SHORE PINE	#2 CONT.	12 INCH HT	NATURAL FORM; SINGLE LEADER	3682	VACCINIUM OVATUM	EVERGREEN HUCKLEBERRY	#5 CONT.	30 INCH HT	
75	PINUS CONTORTA	SHORE PINE	#5 CONT.	18 INCH HT	NATURAL FORM; SINGLE LEADER	578	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN FOUNTAIN GRASS	#2 CONT.		PLANT AT 18" OC
204	PINUS CONTORTA	SHORE PINE	B&B	8 FT HT	NATURAL FORM; SINGLE LEADER	43	PRUNUS LAUROCERASUS 'MOUNT VERNON'	MT. VERNON LAUREL	#2 CONT.		PLANT AT 4' OC
286	PINUS FLEXIS 'VANDERWOLF'S'	VANDERWOLF'S PYRAMIDAL PINE	#2 CONT.	9 INCH	NATURAL FORM; SINGLE LEADER						
200	PINUS FLEXIS 'VANDERWOLF'S'	VANDERWOLF'S PYRAMIDAL PINE	#5 CONT.	15 INCH	NATURAL FORM; SINGLE LEADER						

See FBK 035 (2) PSEUDOTSUGA MENZIESII DOUGLAS FIR #2 CONT. 12 INCH HT NATURAL FORM; SINGLE LEADER  
THUJA PLICATA WESTERN RED CEDAR #2 CONT. 12 INCH HT NATURAL FORM; SINGLE LEADER

CORRIDOR TREE SYMBOL SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	ABV	SIZE / REMARKS
	11	ACER CAMPESTRE 'PANACEK'	HEDGE MAPLE 'METRO GOLD'	MGM	2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES
	22	ACER CIRCINATUM	VINE MAPLE	VM	5' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; MULTI-TRUNKED W/ MIN 3 TRUNKS, PROVIDE 3 STAKES
	41	ULMUS PARVIFOLIA 'EMER I'	ATHENA CLASSIC ELM	ACE	2.5" CAL; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES
	135	PSEUDOTSUGA MENZIESII	DOUGLAS FIR	DF	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	97	RHAMNUS PURSHIANA	CASCARA	C	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES
	60	THUJA PLICATA	WESTERN RED CEDAR	WRC	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	8	THUJA PLICATA 'EXCELSA'	EXCELSA WESTERN RED CEDAR	FWRC	6' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	95	TAXUS BREVIFOLIA	PACIFIC YEW	PY	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	25	PINUS CONTORTA	SHORE PINE	SP	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK; SYMMETRICAL BRANCHING HABIT; NOT SHEARED, PROVIDE 3 STAKES
	10	CORNUS NUTTALII	PACIFIC DOGWOOD	PD	10' HT; B&B; FULL, WELL BRANCHED & WELL ROOTED; STRAIGHT CENTRAL LEADER & SINGLE TRUNK W/ 6' BRANCHING HT & SYMMETRICAL BRANCHING HABIT; PROVIDE 3 STAKES

Substitution of Incense Cedar (*Calocedrus decurrens*) for Pacific Yew (*Taxus brevifolia*) approved by City in Ridgcrest Park on 2/22/21.

CORRIDOR PLANTING MIX SYMBOLS

	LAWN SEED MIX (L)		MULCH
	EROSION CONTROL SEED MIX (S)		PLANTING MIX K
	PLANTING MIX B		PLANTING MIX R
	PLANTING MIX C		WET NATIVE SEED MIX
	PLANTING MIX D		MT. VERNON LAUREL HAMELN FOUNTAIN GRASS MT. VERNON LAUREL (1)
	PLANTING MIX E		HAMELN FOUNTAIN GRASS MT. VERNON LAUREL (1)
	PLANTING MIX F		PLANTING MIX J
	PLANTING MIX H		

SEEDING NOTE: LAWN SEED MIX USED WITHIN CITY OF SHORELINE OWNED PARKS SHALL BE PRO TIME PT755 'FLEUR DE LAWN' SEED MIX. ANY OTHER LAWN OR EROSION CONTROL SEED MIX USED WITHIN CITY OF SHORELINE (EXCLUDING WSDOT ROW AND WSDOT OWNED PROPERTY) SHALL BE PRO TIME PT702 'LET IT BEE' SEED MIX

BIO-RETENTION PLANTING MIX SCHEDULE

QTY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
240	DEWEYS SEDGE	CAREX DEWEYANA	REC-01246/RFI00105
240	SLOUGH SEDGE	CAREX OBNUPTA	REC-024 CAL FULLY AND WELL ROOTED, TRIANGULAR SPACING @ 12" OC INTERMIX SPECIES
240	KELSEY DOGWOOD	CORNUS SERICEA 'KELSEYII'	
240	COMMON RUSH	JUNCUS EFFUSUS	

No.	DATE	DSN	CHK	APP	REVISION
RUD	12/19	JL	BE	BE	REV UNDER DEVELOPMENT - NOT FOR CONSTR.
E	10/12/20	LN	BE	BE	155TH SHORELINE FIRE STATION - CNWD 080
D	08/24/20	JL	BE	BE	PR #051 - SHORELINE ZONE 6 & 7 PERMIT CNWD 070
C	7/14/20	JL	BE	BE	PR #044 - ZONE 3 PERMIT REVISIONS CNWD 059
B	07/10/20	JL	BE	BE	PR #042 - SHORELINE ZONE 8 PERMIT CNWD 057
A	07/06/20	JL	BE	BE	PR #040 - ZONE 11 PERMIT CNWD 055
0	09/30/19				ISSUED FOR CONTRACT / CO 002

DESIGNED BY: J. LOGAN  
DRAWN BY: L. NGET  
CHECKED BY: B. ELROD  
APPROVED BY: B. ELROD

City of Seattle  
**Seattle Department of Transportation**

REVIEWED BY SPU/WATER ENGINEERING: 20  
REVIEWED BY SPU/DRAINAGE: 20

APPROVED BY SDOT STREET IMPROVEMENT PERMITTING: 20  
SCALE: NTS  
FILENAME: L200-L85-LPS101  
CONTRACT No.: RTA / CN 0079-15C  
DATE: 09/30/2019

INITIALS AND DATE REVIEWED: 20  
REVISED AS-BUILT: 20

SDOT PROJECT ADDRESS: 100 NE 103RD ST  
SDOT PROJECT NO.: 307808  
COS SHEET No.:  
VAULT PLAN NO.:  
VAULT SERIAL NO.:

**HNTB Jacobs** trusted design partners  
**SOUNDTRANSIT**

DATE: 09/30/2019

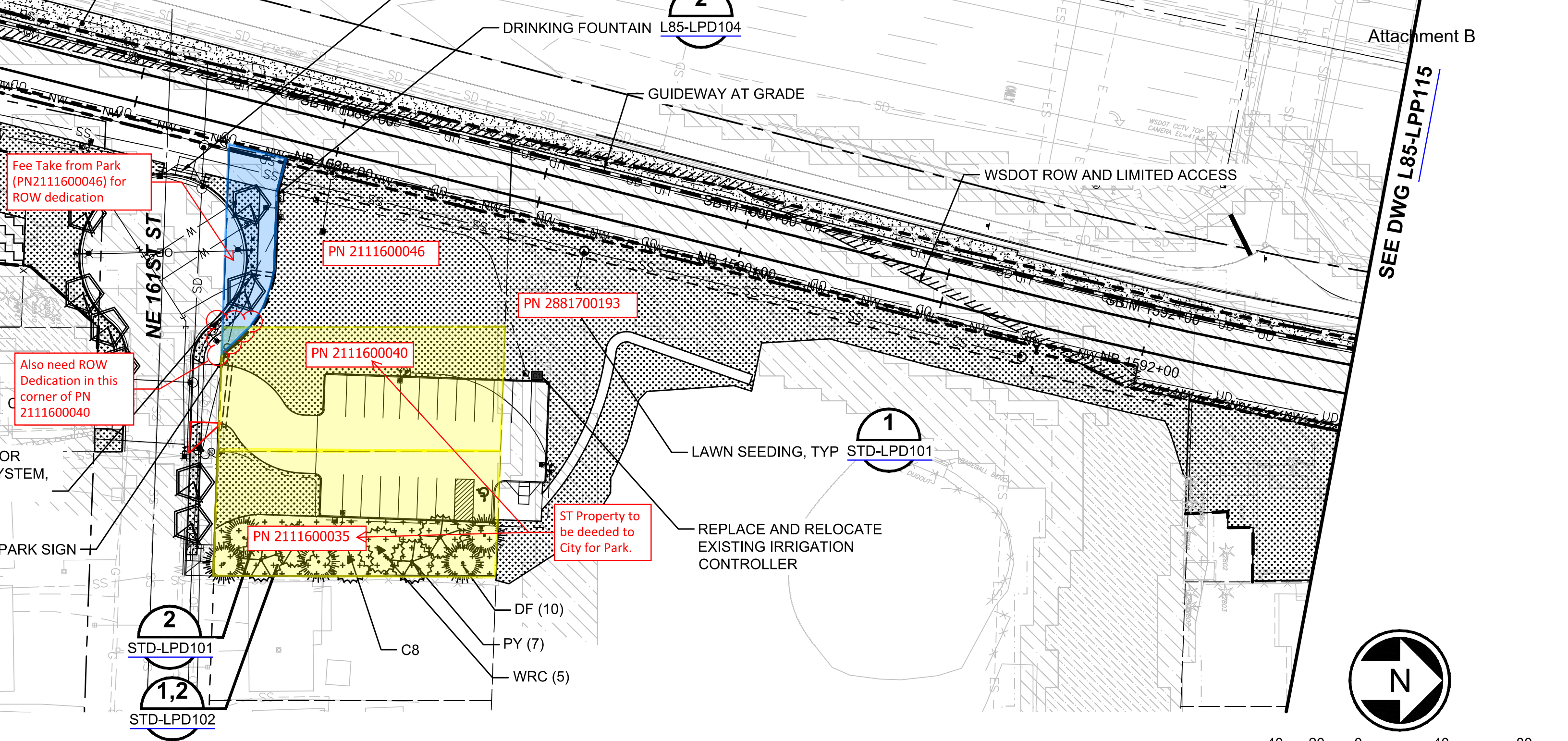
**LYNNWOOD LINK EXTENSION CONTRACT L200**  
NORTHGATE STATION TO NE 200TH STREET  
CORRIDOR LANDSCAPING PLANT SCHEDULE



DRAWING No.: **L85-LPS101**  
LOCATION ID:  
SHEET No.: 1791  
REV: E

10/14/20 12:54 PM | JLOGAN  
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SEE DWG L85-LPP115



		SCALE: 1"=40' FILENAME: L200-L85-LPP114 CONTRACT No.: RTA/CN 0079-15C DATE: 12/18/2010	<b>LYNNWOOD LINK EXTENSION CONTRACT L200</b> NORTHGATE STATION TO NE 200TH STREET <b>CORRIDOR LANDSCAPING PLANTING PLAN</b>	DRAWING No.: <b>L85-LPP114</b>
		DATE: 12/18/2010 REVIEWED BY: E. CHIHAR		DATE: 12/18/2010