

Ordinance No. 123502

Council Bill No. 117062

AN ORDINANCE relating to Seattle Public Utilities and Seattle Department of Parks and Recreation; authorizing the Director of Seattle Public Utilities and the Superintendent of Parks and Recreation to enter into easement agreements granting and conveying easement rights under and across portions of Cal Anderson Park to the Central Puget Sound Regional Transit Authority and to accept payment therefor; finding that the grants of temporary and permanent subsurface easements meet the requirements of Ordinance 118477, adopting Initiative 42, to the extent applicable; exempting the grant of a temporary surface easement from the requirements of Ordinance 118477, to the extent applicable; and authorizing the Director of Seattle Public Utilities to accept a storm drain access easement from the Central Puget Sound Regional Transit Authority.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: SgDaghan
Councilmember

Committee Action:

12-13-10 Passed 9-0

~~_____~~

CF No. _____

Date Introduced:	<u>Dec. 6, 2010</u>	
Date 1st Referred:	<u>Dec. 6, 2010</u>	
Date Re - Referred:	To: (committee) <u>Full Council</u>	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote: <u>9-0</u>	
Date Presented to Mayor:	Date Approved: <u>12-15-10</u> <u>12-20-10</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

This file is complete and ready for presentation to Full Council. Committee: _____
(Initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

ORDINANCE 123502

AN ORDINANCE relating to Seattle Public Utilities and Seattle Department of Parks and Recreation; authorizing the Director of Seattle Public Utilities and the Superintendent of Parks and Recreation to enter into easement agreements granting and conveying easement rights under and across portions of Cal Anderson Park to the Central Puget Sound Regional Transit Authority and to accept payment therefor; finding that the grants of temporary and permanent subsurface easements meet the requirements of Ordinance 118477, adopting Initiative 42, to the extent applicable; exempting the grant of a temporary surface easement from the requirements of Ordinance 118477, to the extent applicable; and authorizing the Director of Seattle Public Utilities to accept a storm drain access easement from the Central Puget Sound Regional Transit Authority.

WHEREAS, in 1998 the Seattle City Council approved Ordinance 118927, which authorized the Mayor to execute a Memorandum of Agreement for Intergovernmental Cooperation for the Central Light Rail Transit Line ("MOA") with the Central Puget Sound Regional Transit Authority ("Sound Transit") relating to light rail system development and station area planning within the City of Seattle; and

WHEREAS, the MOA identified common objectives of the City and Sound Transit including but not limited to the following: development of a light rail system that effectively serves the transportation needs of citizens in the city and surrounding service area in a manner consistent with regional service goals within the budget and schedule adopted by Sound Transit; expedite review of necessary City approvals, minimize conflicts regarding such approvals, and quickly resolve such conflicts that do arise; and build effective, ongoing intergovernmental cooperation between Sound Transit and the City; and

WHEREAS, Sound Transit is constructing a light rail station in the Capitol Hill neighborhood near Seattle's Cal Anderson Park, which is under the joint jurisdiction of Seattle Public Utilities and the Department of Parks and Recreation, and Sound Transit requires temporary use of surface and underground portions of the park for construction purposes and permanent use of underground portions of the park for "tie-back" structures for engineering support of the light rail station; and

WHEREAS, the City and Sound Transit have agreed on the terms and fair market values of the easements; and

WHEREAS, the City Council has held a public hearing in accordance with the requirements of Section 3 of Ordinance 118477, adopting Initiative 42; NOW, THEREFORE,



BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

1
2 Section 1. The City Council hereby finds that the sale of temporary and permanent
3 subsurface easements at Cal Anderson Park to the Central Puget Sound Regional Transit
4 Authority ("Sound Transit") for the purpose of installing tiebacks for engineering support of
5 Sound Transit's Capitol Hill light rail station is necessary because there is no reasonable and
6 practical alternative and such subsurface easements are compatible with park use, thereby
7 meeting the requirements of Ordinance 118477, to the extent applicable. To the extent that
8 Ordinance 118477 is applicable to the sale of a temporary surface construction easement at Cal
9 Anderson Park to Sound Transit in connection with the Capitol Hill light rail station, the
10 requirements of Ordinance 118477 are hereby superseded.
11
12

13 Section 2. The Director of Seattle Public Utilities and the Superintendent of Parks and
14 Recreation, or their respective designees, are hereby authorized, on behalf of The City of Seattle,
15 to enter into a Temporary Construction Easement Agreement with the Central Puget Sound
16 Regional Transit Authority ("Sound Transit"), substantially in the form of Attachment 1, attached
17 hereto and incorporated by this reference, granting and conveying easements over, upon, and
18 under the real property described in Attachment 1, to facilitate construction of the Sound Transit
19 Capitol Hill light rail station.
20

21 Section 3. The Director of Seattle Public Utilities and the Superintendent of Parks and
22 Recreation, or their respective designees, are hereby authorized, on behalf of The City of Seattle,
23 to enter into a Tieback Easement Agreement with Sound Transit, substantially in the form of
24 Attachment 2, attached hereto and incorporated by this reference, under the real property
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28



1 described in Attachment 2, for engineering support of the Sound Transit Capitol Hill light rail
2 station.

3 Section 4. The Director of Seattle Public Utilities, or his designee, is authorized to accept
4 for and on behalf of The City of Seattle a storm drain access easement, in the form attached
5 hereto as Attachment 3, over, across, along, in, upon, and under the real property described in
6 Attachment 3.
7

8 Section 5. Consideration for the easements described in Attachments 1 and 2, paid by
9 Sound Transit, as provided in Attachments 1 and 2, shall be deposited as follows:

Fund Name and Number	Department	Revenue Source	2010 Revenue	2011 Revenue
Parks and Recreation Fund 10200	Parks and Recreation	Sound Transit easement	\$84,400	0
SPU –Water Fund 43000	Seattle Public Utilities	Sound Transit easement	\$20,600	0
TOTAL			\$105,000	0



1 Section 6. This ordinance shall take effect and be in force 30 days from and after its
2 approval by the Mayor, but if not approved and returned by the Mayor within ten days after
3 presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the 13 day of December, 2010, and
5 signed by me in open session in authentication of its passage this

6
7 13th day of December, 2010.

8
9 
10 President _____ of the City Council

11 Approved by me this 20th day of December, 2010.

12
13
14 
15 Michael McGinn, Mayor

16 Filed by me this 20th day of December, 2010.

17
18
19 
20 City Clerk

21 (Seal)

22 Attachment 1: Temporary Construction Easement Agreement
23 Exhibit A to Attachment 1: Legal Description of Grantor's Property
24 Exhibit B to Attachment 1: Legal Description of Easement Area
25 Exhibit C to Attachment 1: Restoration Specifications
26 Exhibit D to Attachment 1: Map of Grantor's Replacement Access
27 Exhibit E to Attachment 1: Letter of Concurrence

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Attachment 2: Tieback Easement Agreement
Exhibit A to Attachment 2: Legal Description of Grantor's Property
Exhibit B to Attachment 2: Legal Description of Easement Area
Exhibit C to Attachment 2: Illustration of Tiebacks

Attachment 3: Storm Drain Access Easement



When Recorded Return to:

Sound Transit Real Estate
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826
Attn: Real Estate

Document Title: Temporary Construction Easement Agreement

Reference Number of Related Document: N/A

Grantor(s): City of Seattle
Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Ptn. Blocks 19, 20, 29, 30, 35 and 36,
Nagle's Second Addition, Vol. 5, pg. 67

Additional Legal Description is on: Exhibits "A" and "B"

Assessor's Tax Parcel Number(s): 600350 0490

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

1. Grant of Temporary Easement. The City of Seattle, a Washington municipal corporation ("Grantor"), for and in consideration of Eighty-Four Thousand Four Hundred Dollars (\$84,400.00), in hand paid, hereby grants to the Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Grantee"), for the purposes described below, a temporary construction easement (the "Temporary Easement") under, over, through, across and upon a portion of Grantor's property. Grantor's property is legally described in **Exhibit A** attached hereto and incorporated herein ("Grantor's Property"). The portion of Grantor's Property that is subject to the Temporary Easement is legally described in **Exhibit B** attached hereto and incorporated herein (the "Temporary Easement Area").

2. Purpose of Temporary Easement. The Grantee, its contractors, agents, and permittees, shall have the right during the Temporary Easement Term (defined in Paragraph 5 below) to use the Temporary Easement Area for the purpose of construction activities and staging, site restoration, and for subsurface drilling and installation of temporary and permanent tiebacks, which shall be installed from Grantee's adjacent property, all in connection with construction of the Capitol Hill light rail station improvements per Grantee's plans dated November, 2009. Grantee shall have the right to fence the surface of the Temporary Easement Area during the Temporary Easement Term.



3. Grantee's Use of Temporary Easement Area and Site Restoration. Grantee's right to use the Temporary Easement Area is limited by the purposes and the conditions of use described in this Temporary Construction Easement Agreement. Grantee's right to use the Temporary Easement Area shall be exclusive, subject to Grantor's rights described in Paragraph 4 below.

Grantee is responsible for all injury and damage, including consequential damage, to persons and property (real and personal) and improvements caused directly or indirectly by Grantee's exercise of Grantee's rights or obligations under this Temporary Construction Easement Agreement. Grantee's responsibility for such injury and damage shall include repair and restoration to the condition existing on the effective date of revocable use permit number 09-27 issued by Grantor to Grantee (the "Permit"), a copy of which is attached hereto as **Exhibit C**, of any and all damage to the Grantor's real and personal property; and repair, replacement or restoration to condition existing on the effective date of the Permit of anything on Grantor's Property that is damaged or destroyed directly or indirectly by Grantee's exercise of Grantee's rights or obligations under this Temporary Construction Easement Agreement, including, without limitation, structures, facilities, improvements, soil, turf and plants, all at Grantee's sole cost and expense. Grantee shall complete all of the foregoing prior to the end of the Temporary Easement Term (as defined in Paragraph 5 below). Installation and reconnection of certain irrigation facilities is not the responsibility of Grantee and will be done by Grantor as stated in the Jan 13, 2009 Letter of Concurrence, a copy of which is attached hereto as **Exhibit E**.

Prior to the end of the Temporary Easement Term (as defined in Paragraph 5 below) Grantee shall also remove all its equipment, fencing, debris, materials and other personal property and shall restore the Temporary Easement Area as provided in the Permit attached hereto as **Exhibit C**. In addition, Grantee shall detension and remove the upper six (6) rows of tiebacks (the "Temporary Tiebacks") from the subsurface portion of the Temporary Easement Area; provided that if Grantee has paid to Grantor the sum of Thirteen Thousand Five Hundred Dollars (\$13,500.00) in lieu of removal of the Temporary Tiebacks, Grantee's obligation for the Temporary Tiebacks shall be limited to detensioning only without removal.

Grantee shall not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Temporary Easement Area (or off-site of the Temporary Easement Area that might affect any portion of the Grantor's Property), or transport to or from the Temporary Easement Area, any Hazardous Substance (as defined in Paragraph 6 below) or authorize any other person or entity to do so during the Temporary Easement Term. Grantee is responsible for completing, prior to the end of the Temporary Easement Term, necessary repairs, cleanup, remediation or detoxification of the Grantor Property and the preparation and implementation of any closure, remedial or other required plans attributable to the generation, manufacture, production, storage, release, discharge or disposal of any Hazardous Waste on or from the Temporary Easement Area during the Temporary Easement Term, except to the extent caused by Grantor.



4. Grantor's Rights. Grantee's right to use the Easement Area shall be exclusive during the Temporary Easement Term (defined in Paragraph 5 below). Grantee acknowledges that its exclusive use denies Grantor its access to the reservoir on the Grantor's Property for operational, maintenance and repair activities. Grantee shall provide for Grantor's replacement access as depicted on **Exhibit D**. Grantee shall be responsible for preparing the replacement access and restoring the replacement access area to its preconstruction condition prior to the end of the Temporary Easement Term all at Grantee's sole cost and expense.

5. Temporary Easement Term. The term of this Temporary Construction Easement Agreement ("Temporary Easement Term") shall commence on September 15, 2010, and shall terminate on the later of fifty-five (55) months from the commencement date or Grantee's completion of all Grantee's obligations described in this Temporary Construction Easement Agreement.. If Grantee has not completed all site remediation (if applicable), repair, replacement and restoration work, and tieback detensioning and removal or payment by April 15, 2015, then Grantee shall pay to Grantor the sum of One Thousand Eighty Dollars (\$1,080.00) per month in advance commencing on April 16, 2015 and continuing on the same date of each month thereafter until Grantee has completed its obligations under this Temporary Construction Easement Agreement. Payments will not be pro-rated for partial months.

6. Compliance with Applicable Law and Indemnification. Grantee shall at all times exercise its rights under this Temporary Construction Easement Agreement and its use of the Temporary Easement Area in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee hereby assumes all risk of loss, damage or injury that may result from Grantee's use of the Temporary Easement Area, except to the extent caused by Grantor's negligence. Grantee shall indemnify Grantor from and against any and all liability, loss, damage, expense, actions, and claims incurred by Grantor arising from the exercise by Grantee, its servants, agents, employees, contractors, or permittees of the rights granted in this Temporary Construction Easement Agreement or use of the Temporary Easement Area, except to the extent caused by Grantor's negligence. Without limiting the generality of the foregoing, Grantee shall protect, indemnify, hold harmless and defend Grantor and its elected officials, officers and, employees, from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the generation, manufacture, production, storage, release, discharge or disposal of any Hazardous Waste on or from the Temporary Easement Area or the breach of any Environmental Law in connection with the Temporary Easement Area, including, without limitation, (a) all consequential damages, and (b) the costs of any required or necessary repairs, cleanup, remediation, or detoxification of the Grantor Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity does not apply to actions of Grantor, its agents or independent contractors.

For purposes of this Temporary Construction Easement Agreement, the term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes" or "solid waste" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term "Environmental Law" includes



any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or Hazardous Substance.

7. No Assignment. The Temporary Easement granted by this instrument is solely for the benefit of Grantee, and is personal to Grantee and may not be assigned without the prior written consent of Grantor. Grantee shall have the right to permit its agents, employees, contractors and permittees to enter the Temporary Easement Area to accomplish the purposes described in this Temporary Construction Easement Agreement, provided that Grantee shall remain at all times responsible and liable for, and shall indemnify Grantor against, all damage and injury to persons and property caused by Grantee's agents, employees, contractors and permittees in connection with the Temporary Easement or this Temporary Construction Easement Agreement as provided in Paragraph 6 above..

8. Notices. Any notices required or permitted under this Temporary Construction Easement Agreement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, to the addresses as indicated below:

To Grantee: Sound Transit
Real Estate Division
Union Station
401 S. Jackson St.
Seattle, WA 98104-2826

To Grantor: City of Seattle
Department of Parks and Recreation
800 Maynard Ave. S., 3rd Floor
Seattle, WA 98134
Attn: Property Management

and

City of Seattle
Seattle Public Utilities
700 Fifth Avenue, Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018
Attn: Real Property Services

9. Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Temporary Construction Easement Agreement; provided, however, that this Temporary Construction Easement is not intended to, and does not, amend or supersede the rights and obligations of the parties contained in the January 13, 2009 Letter of



Concurrence attached hereto as **Exhibit E** but not expressly referenced in this Temporary Construction Easement Agreement.

Exhibit A.	Legal Description of Grantor's Property
Exhibit B.	Legal Description of Temporary Easement Area
Exhibit C.	Restoration Specifications
Exhibit D.	Replacement Access
Exhibit E	Jan. 13, 2009 Letter of Concurrence

10. Recording. This Temporary Construction Easement Agreement shall be recorded in the real property records of King County, Washington. At the end of the Temporary Easement Term, Grantee shall execute a formal termination document for recording at the request of Grantor.

11. Survivability. The indemnities contained in this Temporary Construction Easement Agreement shall survive termination of the Temporary Easement.

12. Effective Date. This Temporary Construction Easement Agreement shall be effective as of the date executed by both Grantor and Grantee.

GRANTOR: THE CITY OF SEATTLE

By: _____

Its _____ Superintendent of Parks and Recreation

By: _____
Ray Hoffman, Director, Seattle Public Utilities

GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

By: _____

Print Name

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/she is authorized to execute the instrument and acknowledged it as the _____ of the **Department of Parks and Recreation of The City of Seattle, a municipal corporation of the State of Washington** 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: _____

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

I certify that I know or have satisfactory evidence that **Ray Hoffman** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Director of Seattle Public Utilities of The City of Seattle, a municipal corporation of the State of Washington** 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: _____



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 or she signed this instrument, on oath stated that he or she is authorized to execute the instrument and acknowledged it as the _____ of the **Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington** 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: _____



Terry Dunning
DPR Cal Anderson Easements ATT 1 EXH A
October 27, 2010
Version # 1

EXHIBIT "A"

R/W No. 110-NL-157
PIN 600350-0490
CITY OF SEATTLE .

Grantor's Entire Parcel (Servient):
(KNOWN AS CAL ANDERSON PARK, FORMERLY LINCOLN PARK)

ALL OF BLOCKS 19, 20, 29, 30, 35 AND 36 OF JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, AND THE VACATED STREETS LYING BETWEEN SAID BLOCKS;

EXCEPT THE WEST 50 FEET THEREOF FOR STREET USE (NAGLE PLACE).



EXHIBIT "B"

PERMANENT TIEBACK EASEMENT Area Acquired by Grantee (Dominant):

THAT PORTION OF LOTS 7 AND 8, BLOCK 35, AND OF THE VACATED STREET ADJACENT THERETO, IN JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF SAID LOT 7, BEING THE INTERSECTION OF THE SOUTH LINE OF EAST DENNY WAY AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'09"W ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID LOTS 7 AND 8, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 119.93 FEET;
THENCE AT RIGHT ANGLES S89°30'51"E A DISTANCE OF 78.91 FEET;
THENCE AT RIGHT ANGLES N00°29'09"E A DISTANCE OF 59.27 FEET;
THENCE N13°33'16"W A DISTANCE OF 19.24 FEET;
THENCE N00°29'09"E A DISTANCE OF 41.99 FEET TO THE NORTH LINE OF SAID LOT 7, THE SAME BEING THE SOUTH LINE OF EAST DENNY WAY;
THENCE N89°30'29"W ALONG SAID LINE A DISTANCE OF 74.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 9224 SQUARE FEET MORE OR LESS.

AND SHALL BE A SUBSURFACE EASEMENT LYING VERTICALLY BETWEEN TWO HORIZONTAL PLANES AT ELEVATION 270 FEET AND ELEVATION 245 FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

TEMPORARY TIEBACK EASEMENT Area Acquired by Grantee (Dominant):

THAT PORTION OF LOTS 7 AND 8, BLOCK 35, AND OF THE VACATED STREET ADJACENT THERETO, IN JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF SAID LOT 7, BEING THE INTERSECTION OF THE SOUTH LINE OF EAST DENNY WAY AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'09"W ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID LOTS 7 AND 8, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 119.93 FEET;
THENCE AT RIGHT ANGLES S89°30'51"E A DISTANCE OF 78.91 FEET;
THENCE AT RIGHT ANGLES N00°29'09"E A DISTANCE OF 59.27 FEET;
THENCE N13°33'16"W A DISTANCE OF 19.24 FEET;
THENCE N00°29'09"E A DISTANCE OF 41.99 FEET TO THE NORTH LINE OF SAID LOT 7, THE SAME BEING THE SOUTH LINE OF EAST DENNY WAY;
THENCE N89°30'29"W ALONG SAID LINE A DISTANCE OF 74.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 9224 SQUARE FEET MORE OR LESS.

AND SHALL BE A SUBSURFACE EASEMENT LYING VERTICALLY BETWEEN TWO HORIZONTAL PLANES AT ELEVATION 321 FEET AND ELEVATION 245 FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

TEMPORARY CONSTRUCTION EASEMENT Areas Acquired by Grantee (Dominant):

THAT PORTION OF LOTS 7, 8, 9 AND 10, BLOCK 35, AND OF THE VACATED STREET ADJACENT THERETO, IN JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF SAID LOT 7, BEING THE INTERSECTION OF THE SOUTH LINE OF EAST DENNY WAY AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'09"W ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID LOTS 7, 8, 9 AND 10, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 191.56 FEET;
THENCE AT RIGHT ANGLES S89°30'51"E A DISTANCE OF 10.00 FEET;
THENCE AT RIGHT ANGLES N00°29'09"E A DISTANCE OF 136.56 FEET;
THENCE N45°29'19"E A DISTANCE OF 63.64 FEET TO THE SOUTH LINE OF THE NORTH 10 FEET OF SAID LOT 7;
THENCE S89°30'29"E ALONG SAID LINE A DISTANCE OF 23.00 FEET;
THENCE AT RIGHT ANGLES N00°29'31"E A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF SAID LOT 7, THE SAME BEING THE SOUTH LINE OF EAST DENNY WAY;
THENCE N89°30'29"W ALONG SAID LINE A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 30 IN SAID JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, DESCRIBED AS FOLLOWS:

110-NL-157-TIEBACK and TCB.doc Earl J. Bone 4/20/2010



Terry Dunning
DPR Cal Anderson Easements ATT 1 EXH B
October 27, 2010
Version # 1

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF LOT 7 IN SAID BLOCK 30,
BEING THE INTERSECTION OF THE SOUTH LINE OF EAST HOWELL STREET (VACATED TO THE
EAST) AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'39"W ALONG THE EAST LINE OF THE WEST 50 FEET OF LOTS 7, 8, 9 AND 10 IN
SAID BLOCK 30, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 187.82 FEET
TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE S00°29'39"W ALONG SAID EAST LINE A DISTANCE OF 28.00 FEET;
THENCE AT RIGHT ANGLES S89°30'21"E A DISTANCE OF 18.00 FEET;
THENCE AT RIGHT ANGLES N00°29'39"E A DISTANCE OF 28.00 FEET;
THENCE AT RIGHT ANGLES N89°30'21"W A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF
BEGINNING.

ALL CONTAINING 4112 SQUARE FEET MORE OR LESS.

110-NL-157-TIEBACK and TCE.doc Earl J. Bone 4/20/2010

DPR Cal Anderson Easements ORD Exhibit B to Attach 1



Terry Dunning
DPR Cal Anderson Easements ATT.1 EXH C
October 27, 2010
Version # 1

**EXHIBIT C
RESTORATION SPECIFICATIONS**

For restoration specifications, see REVOCABLE PERMIT TO USE OR OCCUPY PARK AND UTILITY PROPERTY 2009-27 on file in the records of the City of Seattle located at: Seattle Department of Parks and Recreation, 800 Maynard Avenue South, 3rd Floor, Seattle, Washington 98134.



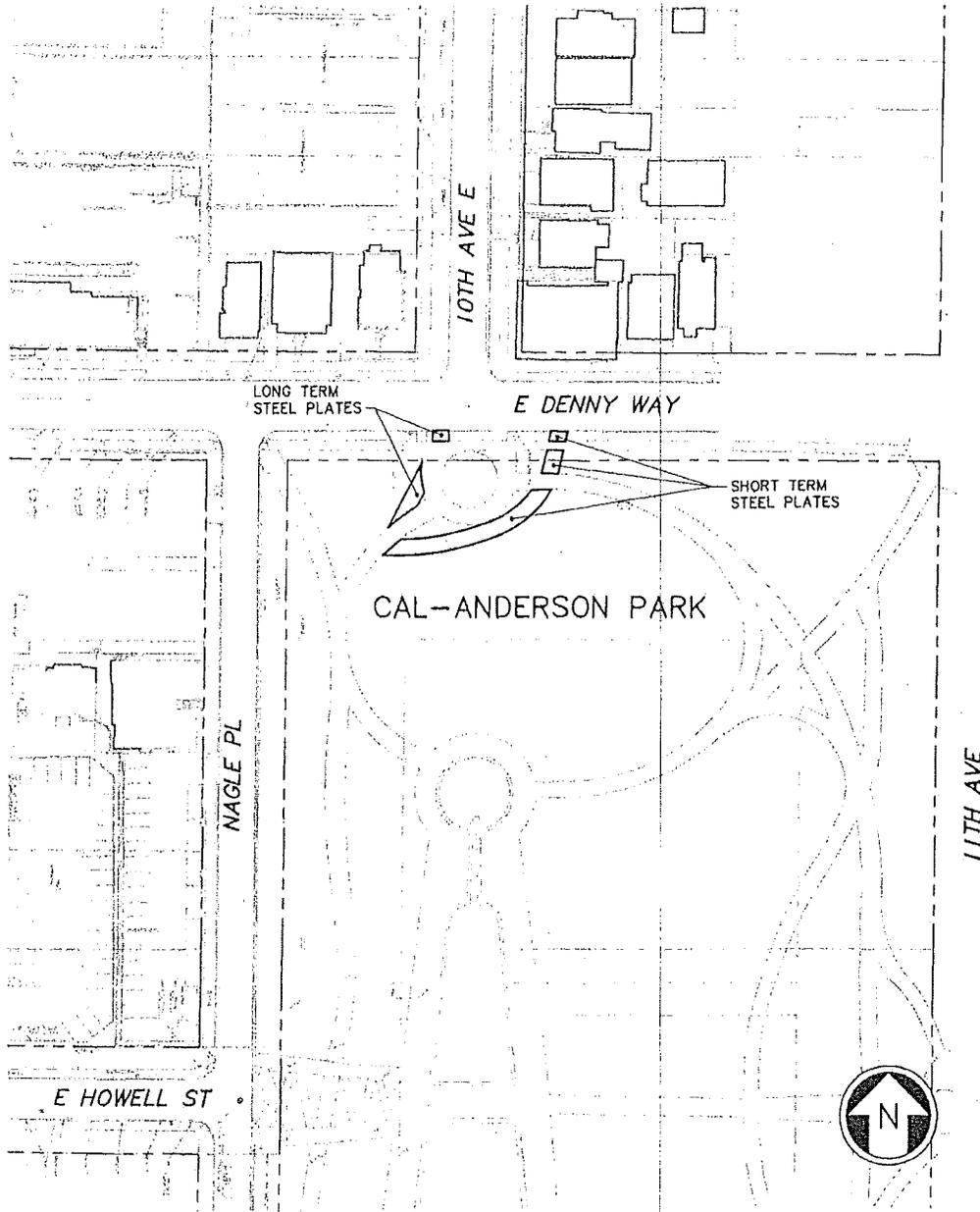
Exhibit D
Replacement Access

Terry Dunning

DPR Cal Anderson Easements ATT I EXH D

October 27, 2010

Version # 1



DPR Cal Anderson Easements ORD Exhibit D to Attach. 1

 SOUNDTRANSIT	Scale: 1" = 100'	LINK LIGHT RAIL ULINK CAL ANDERSON PARK EXHIBIT D	Drawing No.:	
	File name: NL-157_EXH-D.DWG		Contract No.:	EXH-D
Jurisdiction Drawing No.	Date: 03/17/10		Sheet No.:	Rev.:
			1	0



EXHIBIT E



January 13, 2009

Kevin Stoops
Planning and Development Division Manager
Seattle Parks and Recreation
800 Maynard Avenue S, 3rd Floor
Seattle, WA 98134

Letter of Concurrence: Sound Transit/Seattle Parks and Recreation - Cal
Anderson Park

Dear Kevin:

This letter serves to identify the roles and responsibilities of both Seattle Parks and Recreation and Sound Transit throughout the pre-construction, construction and restoration periods, as they pertain to activities within or impacting Cal Anderson Park. By signing this letter, Sound Transit and Seattle Parks and Recreation concur on the actions described below:

Background

Construction will begin on Sound Transit's Capitol Hill light rail station with demolition activities beginning in early 2009. In early 2010, station box excavation and support construction (contract U230) will begin, requiring in advance removal of three trees and landscaping in the northwest corner of Cal Anderson Park. In 2013, station finish construction (contract U240) will begin. In 2014, major construction near Cal Anderson Park should be complete and at this point, restoration of the northwest corner of Cal Anderson Park will take place.

In early 2008, Sound Transit and Seattle Parks and Recreation staff met and developed a plan outlining Sound Transit's approach to mitigating the removal of three trees and protection of the Chinese Scholar Tree in the northwest corner of Cal Anderson Park (see attached 2/20/08 Seattle Parks and Recreation memo). Following development of this plan, Sound Transit applied for and received a Seattle Landmarks Board Certificate of Approval (see attached Certificate of Approval dated March 20, 2008) for the removal of the trees and monitoring and protection of the Chinese Scholar Tree.

CHAIR

Greg Nickels
Seattle Mayor

VICE CHAIRS

Aaron Beardon
Snohomish County Executive

Claudia Thomas
Lakewood Councilmember

BOARD MEMBERS

Julie Anderson
Tacoma Councilmember

Mary-Alyce Burleigh
Kirkland Councilmember

Fred Butler
Issaquah Deputy Council President

Richard Conlin
Seattle Council President

Dow Constantine
King County Council Vice Chair

Deanna Dawson
Edmonds Councilmember

Dave Enslow
Summer Mayor

Paula J. Hammond, P.E.
Washington State Secretary of
Transportation

John W. Ladenburg
Pierce County Executive

John Marchione
Redmond Mayor

Julia Patterson
King County Council Chair

Larry Phillips
King County Councilmember

Paul Roberts
Everett Councilmember

Ron Sims
King County Executive

Peter von Reichbauer
King County Councilmember

CHIEF EXECUTIVE OFFICER

Joel Earl



Actions Needing Concurrence:

1. Pre-construction and Site Preparation

- a. Sound Transit staff and Resident Engineer and Seattle Parks Department staff will hold an on-site meeting in the northwest corner of Cal Anderson Park to review concurrence items three months prior to the start of station excavation construction work (summer/fall 2009). Sound Transit staff will set up meeting.
- b. Establish Site Condition: As it applies to Cal Anderson Park, Seattle Parks and Recreation shall remove all existing shrubs and ground covers and protect and preserve soil in plant area with mulch, between the NE entry path and Nagle Place curb prior to commencement of Contract U230, or prior to January 1, 2010 (See attached reference plan for limits).
- c. Irrigation Capping: Seattle Parks and Recreation will cut the irrigation lines to the area affected by construction/tree removal and will continue to run the surrounding irrigation system to areas not affected. Seattle Parks and Recreation irrigation capping shall take place prior to Sound Transit removal of the trees and the commencement of Contract U230, or prior to January 1, 2010 (See attached reference plan for limits).
- d. Chinese Scholar Tree Irrigation: There is no existing irrigation in place for the Chinese Scholar Tree in the NW corner of Cal Anderson Park. Therefore, no additional irrigation adjustment or repair will be required for the Chinese Scholar Tree by either Sound Transit or Seattle Parks and Recreation. Sound Transit will provide hand watering of the Chinese Scholar Tree, as needed, per its construction specifications throughout the duration of the Capitol Hill Station construction project (2010 – 2016).

2. Sound Transit Construction and Tree Removal (U230 contract)

- a. Temporary Tree and Plant Protection: Sound Transit's contractor will perform agreed protection measures (see attached 2/20/08 Seattle Parks and Recreation memo). The contractor shall also perform additional protection (protection fencing and signage), care and maintenance per contract specifications for the Chinese Scholar Tree throughout the duration of the Capitol Hill Station construction project (2010 – 2016) (See attached reference plan for Cal Anderson Park tree protection limits).
- b. Notification to Seattle Parks and Recreation of Construction Activities: Sound Transit's Resident Engineer for contract U230 will notify designated Seattle Parks and Recreation Arborist (currently staffed by Mark Mead) 30 days in advance of the start of any construction activities or tree removal that may impact Cal Anderson Park trees, for purposes of coordination and monitoring.

- c. Removal of Three Trees: Sound Transit's contractor will remove three trees (24" Tree of Heaven, 24" and 15" Sycamore Maples) as indicated on the attached reference plan. During tree removal, stump will be grinded down and minimal tree root removal will take place, in order to protect roots of the nearby Chinese Scholar Tree while ensuring trees do not regenerate. The above listed trees shall be removed by March 2010.

3. Restoration (U240 contract)

- a. Planting of Three Replacement Trees and Adjacent Landscaping: Sound Transit's U240 contractor will plant three replacement trees in the location of the three trees previously removed. Replacement Trees shall be 3"-4" caliper and of species recommended by the Berger Partnership, the Seattle Parks and Recreation landscape design consultant for Cal Anderson Park (Tree of Heaven to be replaced with *Liriodendron Tulipifera*; Sycamore Maples to be replaced with *Quercus Rubra*). Additionally, Sound Transit's contractor shall replant landscaping shrubs and plants around the three trees, per the attached Berger Partnership landscape design for this area provided by Seattle Parks and Recreation. Installation of replacement trees and landscaping shall be accomplished after completion of Capitol Hill station construction.

As part of the 3/20/08 Seattle Landmarks Board Certificate of Approval, it is noted that "the Board acknowledged that it anticipates that a Certificate of Approval for the replacement of the removed trees with new trees will be submitted by the applicant when the project is close to completion." Sound Transit plans to replant the trees following the landscape and tree plans provided by Seattle Parks and Recreation. If a Certificate of Approval is required, Sound Transit staff will coordinate directly with Seattle Parks and Recreation staff in advance of any planting to develop a Certificate of Approval application based on these plans, with Sound Transit as the applicant and Seattle Parks and Recreation as the land owner.

- b. Notification to Seattle Parks Department of Construction Activities: Sound Transit's Resident Engineer for the U240 contract will notify the Seattle Parks and Recreation Arborist (currently staffed by Mark Mead) for tree-related restoration, monitoring or coordination activities, or the Senior Planner (currently staffed by David Graves) for other Park restoration or coordination activities, 30 days in advance of the start of activities.
- c. Maintenance of Three Replacement Trees: Sound Transit shall monitor trees and plants planted by Sound Transit contractor in the Park for three years from date of planting to ensure their survival. Any materials which do not survive the three year period will be replanted by a Sound Transit contractor.

Terry Dunning
DPR Cal Anderson Easements ATT 1 EXH E
October 27, 2010
Version #1
Kevin Stoops
Letter of Concurrence: Cal Anderson Park
January 13, 2009
Page 4 of 5

- d. Reconnect Irrigation: Seattle Parks and Recreation will install and reconnect irrigation lines to the area of the three replacement trees and landscaping in coordination with the timing of Sound Transit's planting. The Resident Engineer will work with Seattle Parks and Recreation staff to coordinate and schedule these efforts.
- e. Monitoring of Chinese Scholar Tree: Sound Transit will provide one additional year of monitoring of the Chinese Scholar Tree after completion of major U240 construction activities adjacent to the northwest corner of Cal Anderson Park, to ensure the Chinese Scholar Tree does not suffer latent stress as a result of construction. The additional year of monitoring will begin upon completion of sidewalk, curb and gutter on the Park side of Nagle Place and E Denny Way.

4. Other Activities

- a. Mitigation plan: Sound Transit will provide \$25,242.94 mitigation payment (amount equals assessed value of three trees to be removed, per Seattle Parks and Recreation appraisal) to Seattle Parks and Recreation for the cost of procuring, planting and maintaining three additional trees and other landscape improvements as identified below:
 - i. Planting of (3) additional trees in either Cal Anderson Park or nearby Volunteer Park (size, species, timing and location shall be determined by Seattle Parks and Recreation).
 - ii. Additional landscape improvements within Cal Anderson Park (to be determined and implemented by Seattle Parks and Recreation).
- b. Payment to Seattle Parks and Recreation: Upon concurrence, Sound Transit will prepare a term sheet to be signed by both Sound Transit and the Seattle Parks and Recreation, allowing for the mitigation payment to be processed through the University Link Supplement to the MOA with the City of Seattle. The schedule for payment will be developed between Sound Transit and Seattle Parks and Recreation.

Please indicate your concurrence by signing below.

Sincerely,


John Sleavin, P.E.
Civil Design Manager
Link Light Rail



Terry Dunning
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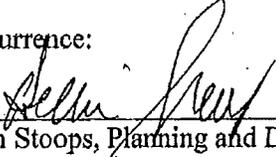
Kevin Stoops

Letter of Concurrence: Cal Anderson Park

January 13, 2009

Page 5 of 5

Concurrence:



Kevin Stoops, Planning and Development Division Manager
Seattle Parks and Recreation

1-15-09
Date

Attachments: 2/20/08 Memo from Seattle Parks and Recreation
3/20/08 Seattle Landmarks Board Certificate of Approval
Capitol Hill Station Cal Anderson Park Reference Plan
Seattle Parks and Recreation NW Park Entry Planting Plan

C: David Graves, Seattle Parks & Recreation
John Harrison, Sound Transit
Ron Ehdlich, Sound Transit
~~Michael Stover~~, Sound Transit
Debora Ashland, Sound Transit
Gary Baldasari, Sound Transit
Ben Emam, Sound Transit
LDCC



When Recorded Return to:

Sound Transit Real Estate
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826
Attn: Real Estate

TIEBACK EASEMENT AGREEMENT

Grantor(s): The City of Seattle

Grantee: Central Puget Sound Regional Transit Authority

Abbreviated Legal Description: Ptn. Blocks 19, 20, 29, 30, 35 and 36, Nagle's
Second Addition, Vol. 5, pg. 67

Assessor's Property Tax Parcel Account Number: 600350 0490

Reference Numbers of Documents Assigned or Released, if applicable: N/A

THIS TIEBACK EASEMENT AGREEMENT ("Easement Agreement") is made this ___ day of _____, 2010, by and between, THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called the "Grantor", and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Washington regional transit authority, hereinafter called the "Grantee". Grantor is the owner of real property located in the City of Seattle commonly known as 1000 East Pine Street (Cal Anderson Park), and more particularly described in the legal description attached as **Exhibit A** (the "Property").

1. Grant of Easement. The Grantor, for and in consideration of the public good and other valuable consideration, grants unto the Grantee a Tieback Easement (the "Easement") upon the portion of the Property that is legally described in **Exhibit B** and illustrated in **Exhibit C** ("the Tiebacks").

2. Purpose of Easement. The Grantee shall have the right to use the Easement Area for the purpose of abandoning-in-place three (3) existing rows of horizontal construction tiebacks located between fifty-five (55) and eighty-five (85) feet below ground surface (BGS) to support Grantee's Capitol Hill light rail station improvements, as depicted in **Exhibit C** ("the Tiebacks"). Grantee shall have the right to maintain the Tiebacks tensioned in place for an indefinite period until such time as Grantor may need or desire to remove the Tiebacks, subject to the termination provisions in paragraph 4 of this Easement Agreement.

In the event improvements in, on, or under the Property or the Property itself are disturbed or damaged by Grantee's use of the Easement Area, Grantee shall restore the



disturbed or damaged improvements or Property to the condition existing as of the date this Easement Agreement became effective.

3. Grantee's Use of Easement Area. Grantee's right to use the Easement Area is limited by the purposes and conditions of use described in this Easement Agreement. Grantee's right to use the Easement Area shall be non-exclusive for the duration of this Easement Agreement as described in Paragraph 4; however, Grantor may use the Easement Area, and the surface and subsurface above and over the Easement Area without restriction and without notifying the Grantee. Grantee is responsible for all injury and damage, including consequential damage, to persons and property (real and personal) and improvements caused directly or indirectly by Grantee's exercise of Grantee's rights or obligations under this Easement Agreement. Grantee's responsibility for such injury and damage shall include repair and restoration to the condition existing on the effective date of Revocable Use Permit #09-27 issued by Grantor's Department of Parks and Recreation to Grantee (the "Permit") of any and all damage to the Grantor's real and personal property except that installation of final irrigation shall be done by Grantor as stated in the January 13, 2009, Letter of Concurrence and as it may be amended.

4. Term of Easement Agreement. This Easement Agreement shall commence on the date all parties have signed this Easement and shall remain in effect until terminated by the Grantor or its successors or assigns. The Grantor may terminate this agreement at will and without prior notice to the Grantee. Grantor shall notify Grantee after the agreement has been terminated.

5. Payment for Easement. Grantee shall pay Grantor Seven Thousand One Hundred Dollars (\$7,100.00) for this Easement upon execution of this Easement Agreement.

6. Binding Effect. The Easement granted hereby is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee shall have the right to permit third parties to enter upon the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. The Easement granted by this Easement Agreement, and the duties, restrictions, limitations, and obligations created by this Easement Agreement, shall run with the land, shall burden the Property and shall be binding upon and the Grantor and its respective successors, assigns, mortgagees, and sublessees and each and every person who shall at any time have a fee, leasehold, mortgage, or other interest in any part of the Easement Area.

7. Compliance with Applicable Law and Indemnification. Grantee shall at all times exercise its rights under this Easement Agreement and its use of the Easement Area in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction. Grantee agrees to assume all risk of loss, damage, or injury that may result from Grantee's exercise of its rights under this Easement Agreement or use of the Easement Area, except to the extent caused by Grantor's negligence. Grantee hereby agrees to indemnify Grantor from and against any and all liability, loss, damage, expense, actions, and claims incurred by Grantor arising from the exercise by Grantee, its servants, agents, employees,



contractors, or the public of the rights granted in this Easement Agreement or use of the Easement Area, except to the extent caused by Grantor's negligence.

Without limiting the generality of the foregoing, Grantee shall protect, indemnify, hold harmless, and defend Grantor and its elected officials, officers, and employees from and against any and all loss, damage, cost, expense, or liability (including attorneys' fees and costs) directly or indirectly arising out of or attributable to the release, discharge, or disposal of any Hazardous Substance on, in or from the Easement Area or the breach of any Environmental Law in connection with the Easement Area, including without limitation: a) all consequential damages, and b) the costs of any required or necessary repairs, cleanup, remediation, or detoxification of the Property or adjacent properties and the preparation and implementation of any remedial, removal, or other required plans. This indemnity shall not apply to actions of Grantor, its agents or contractors.

For purposes of the Easement Agreement, the term "Hazardous Substance" includes, without limitation: (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid waste" in any Environmental Law; (b) petroleum products and petroleum by-products; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The terms "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order, or rule pertaining to health, industrial hygiene, environmental conditions, or Hazardous Substance.

8. Notices. Any notices required or permitted under this Temporary Construction Easement Agreement shall be given in writing and either personally delivered or sent by U.S. Mail, postage prepaid, to the addresses as indicated below:

To Grantee: Sound Transit
Real Estate Division
Union Station
401 S. Jackson St.
Seattle, WA 98104-2826

To Grantor: City of Seattle
Department of Parks and Recreation
800 Maynard Ave. S., 3rd Floor
Seattle, WA 98134
Attn: Property Management

and

City of Seattle
Seattle Public Utilities
700 Fifth Avenue, Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018



Attn: Real Property Services

9. Exhibits Incorporated. All exhibits attached hereto, as listed below, are expressly incorporated into and form a part of this Easement Agreement.

Exhibit A.	Legal Description of Grantor's Property
Exhibit B.	Legal Description of Easement Area
Exhibit C.	Tieback Location Illustration

10. Recording. This Easement Agreement shall be recorded in the real property records of King County, Washington. Upon notification from the Grantor that the Easement Agreement has been terminated the Grantee shall execute a formal termination document for recording.

11. Survivability. The indemnities contained herein shall survive termination of this Easement Agreement.

Dated this _____ day of _____, 2010.

GRANTOR: THE CITY OF SEATTLE

Superintendent, Department of
Parks and Recreation

Ray Hoffman
Director
Seattle Public Utilities

**GRANTEE: CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

Name: _____

Title: _____



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/she is authorized to execute the instrument and acknowledged it as the **Acting Superintendent of Parks and Recreation of The City of Seattle, a municipal corporation of the State of Washington** 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: _____

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

I certify that I know or have satisfactory evidence that **Ray Hoffman** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the **Director of Seattle Public Utilities of The City of Seattle, a municipal corporation of the State of Washington** 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: _____



Terry Dunning
DPR Cal Anderson Easements ATT 2 EXH A
October 27, 2010
Version # 1

EXHIBIT "A"

R/W No. 110-NL-157
PIN 600350-0490
CITY OF SEATTLE

Grantor's Entire Parcel (Servient):
(KNOWN AS CAL ANDERSON PARK, FORMERLY LINCOLN PARK)

ALL OF BLOCKS 19, 20, 29, 30, 35 AND 36 OF JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, AND THE VACATED STREETS LYING BETWEEN SAID BLOCKS;

EXCEPT THE WEST 50 FEET THEREOF FOR STREET USE (NAGLE PLACE).



Terry Dunning
DPR Cal Anderson Easements ATT 2 EXH B
October 27, 2010
Version # 1

EXHIBIT "B"

PERMANENT TIRBACK EASEMENT Area Acquired by Grantee (Dominant):

THAT PORTION OF LOTS 7 AND 8, BLOCK 35, AND OF THE VACATED STREET ADJACENT THERETO, IN JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF SAID LOT 7, BEING THE INTERSECTION OF THE SOUTH LINE OF EAST DENNY WAY AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'09"W ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID LOTS 7 AND 8, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 119.93 FEET;
THENCE AT RIGHT ANGLES S89°30'51"E A DISTANCE OF 78.91 FBET;
THENCE AT RIGHT ANGLES N00°29'09"E A DISTANCE OF 59.27 FEET;
THENCE N13°23'16"W A DISTANCE OF 19.24 FBET;
THENCE N00°29'09"E A DISTANCE OF 41.99 FEET TO THE NORTH LINE OF SAID LOT 7, THE SAME BEING THE SOUTH LINE OF EAST DENNY WAY;
THENCE N89°30'29"W ALONG SAID LINE A DISTANCE OF 74.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 9224 SQUARE FBET MORE OR LESS.

AND SHALL BE A SUBSURFACE EASEMENT LYING VERTICALLY BETWEEN TWO HORIZONTAL PLANES AT ELEVATION 270 FEET AND ELEVATION 245 FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



Work Order 23004
01/28/09
01/28/09

DATE	REVISIONS

APPROVED
DATE
BY
PROJECT
SHEET NO.
TOTAL SHEETS

No.	Date	By	Appr.	Issued For
A	01/27/09	CL	SWB JAV	CONTR #23004 / CD & GFC R
0	01/20/09			ISSUED FOR BID

City of Seattle	Drawn By: B. PIEMATTI
	Checked By: F. JACOBCHIK
	Approved By: I. HENNING



THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF SEATTLE AND THE STATE OF WASHINGTON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS FROM THE CITY OF SEATTLE AND THE STATE OF WASHINGTON.

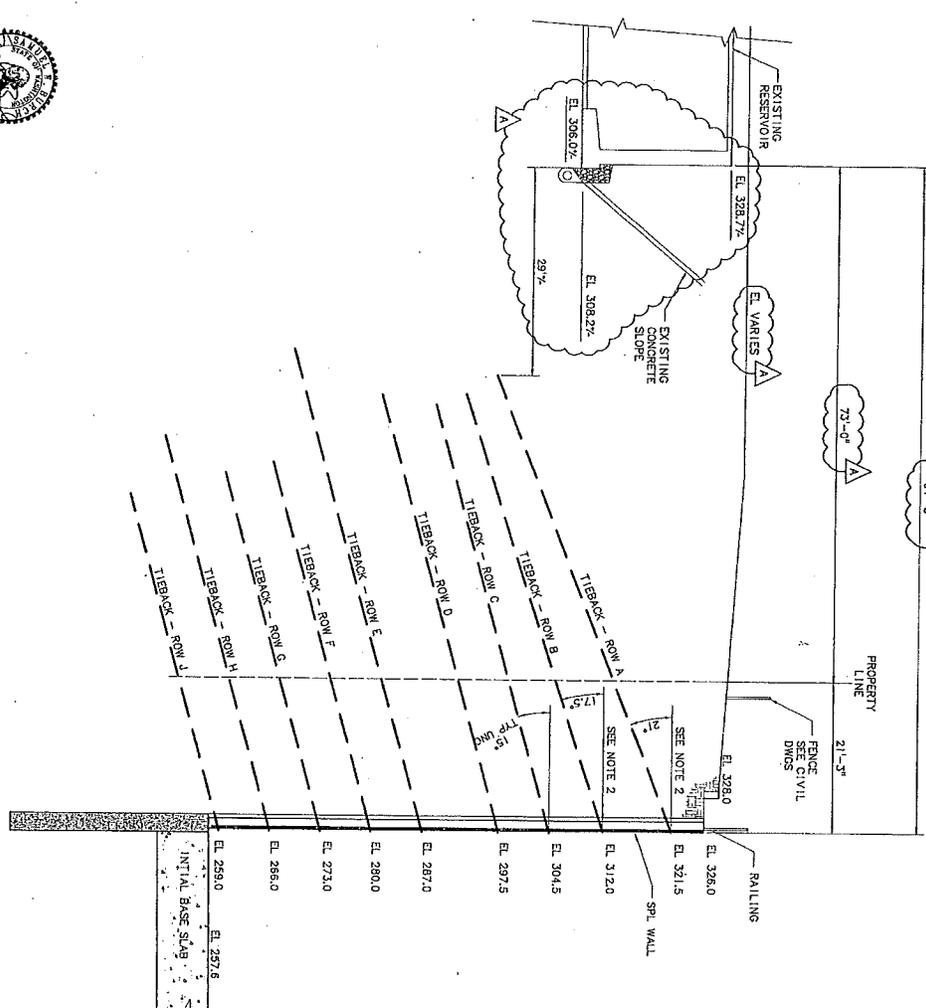


SHORING SECTION - EAST WALL - SOUTH

SCALE: 1/4" = 1'-0"

N 14-5204
N 14-S1003

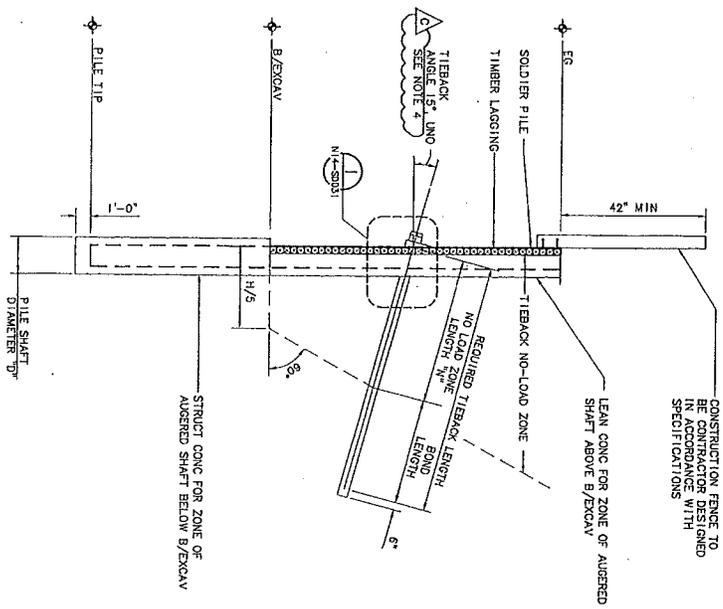
REVISED DRAWING SO THAT ALL ELEMENTS ARE SHOWN AT A 1/4" = 1'-0" SCALE



- NOTES:
- SEE DWG N14-S2020 FOR SOLDIER PILE AND TIEBACK SCHEDULE
 - ANGLE OF SLOPE FROM TYPICAL 15' FROM HORIZ APPLY TO SOLDIER PILES E80 TO E70 ONLY.

LINK CONTRACT U230
TBM TUNNELS (CHS TO PSS) TO PSS
CAPITOL HILL STATION
TEMPORARY EXCAVATION SUPPORT
SHORING SECTION
EAST WALL - SOUTH





SCALE: 1/4"=1'-0"

Drawing Valid Only for Bubbled Items (For CO 007)

SOLDIER PILE AND TIEBACK SCHEDULE (SEE NOTE 1)

ROW	WEST WALL PILE SECTION	FROM/TOP PILE	W/10 TO W/8	W/8 TO W/6	W/6 TO W/4	W/4 TO W/2	W/2 TO W/1	W/1 TO W/0	W/0 TO EAST WALL PILE SECTION	MAXIMUM TIEBACK LENGTH (SEE NOTE 3)
ROW A	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	71
ROW B	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	66
ROW C	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	66
ROW D	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	66
ROW E	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	73
ROW F	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	56
ROW G	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	88
ROW H	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	60
ROW J	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	19.0	50

- NOTES:
- TIEBACK ANGLE FROM HORIZONTAL IS 15° TYP. LINO.
 - SOLDIER PILES W/10 TO W/13, W/23 TO W/25 AND E/66 TO E/48 BEING USED TO BE LATERALLY SUPPORTED AS SHOWN ON DWG R13-W/2006.
 - MAXIMUM TIEBACK LENGTH INCLUDED FOR PERMITTING PURPOSES.
 - INCREASE TIEBACK ANGLES FOR PILES W/10 TO W/19 TO 20° FOR ROW C, AND 17.5° FOR ROW D.

NO.	DATE	BY	CHKD.	APP.	REVISIONS
1	10/27/2010	TERRY DUNN	TERRY DUNN		ISSUED FOR CONSTRUCTION
2	11/09/08				ISSUED FOR CONSTRUCTION
3	12/19/08				ISSUED FOR CONSTRUCTION
4	03/13/10				ISSUED FOR CONSTRUCTION
5	03/13/10				ISSUED FOR CONSTRUCTION
6	03/13/10				ISSUED FOR CONSTRUCTION

City of Seattle

DESIGNED BY: B. PIERBATTI
 CHECKED BY: P. JACOBCHIK
 APPROVED BY: T. HENNINGSON
 DATE: 10/29/09

LINK CONTRACT U30 N14-SZ020
 TBM TUNNELS (CHS TO PEST)
 CAPITOL HILL STATION
 TEMPORARY EXCAVATION SUPPORT
 SOLDIER PILE AND TIEBACK SCHEDULE
 EAST & WEST WALLS

SCALE IN FEET



Terry Dunning
DPR Cal Anderson Easements ATT 3
October 27, 2010
Version # 1

RECORDING REQUESTED BY AND
RETURN ADDRESS:

City of Seattle
Seattle Public Utilities
Seattle Municipal Tower
700 5th Avenue, Suite 4900
Seattle, WA 98124

STORM DRAIN ACCESS EASEMENT

GRANTOR: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
GRANTEE: CITY OF SEATTLE
ABBREVIATED LEGAL: Portions of Lot 1, Block 46, J.H. Nagel's Add., Vol. 1, Pg. 153, and Lot 12,
John H. Nagle's Second Add., Vol 5, Pg 67, RKCW

ASSESSOR'S TAX PARCEL NO.: 600300-2015, 600350-1130, 600350-1134, 600350-1135

This STORM DRAIN ACCESS EASEMENT ("Easement") is made this 13th day of May 2010, between the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a Regional Transit Authority under the laws of the State of Washington, hereinafter referred to as "Grantor," and the CITY OF SEATTLE, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, hereinafter referred to as "Grantee".

In consideration of mutual benefits to be derived and in consideration of the performance of the covenants, terms and conditions hereinafter set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee the following easement:

A non-exclusive easement for right of access over, across, along, in, upon and under Grantor's property described below together with the right of ingress to and egress from Grantor's property for the purposes of operating, maintaining, inspecting, repairing, replacing, or reconstructing a storm drain line owned by Grantee existing in Grantee's street right-of-way adjacent to Grantor's property, ("Easement").

DPR Cal Anderson Easements ORD Attach 3



Grantor's property is a tract of land located at the Capitol Hill Light Rail Station in Seattle, situated in the County of King, State of Washington and legally described on page 8 herein, ("Grantor's Property"). The easement area consists of two separate easement areas (Easement Area #1 and Easement Area #2) on Grantor's Property, which are legally described on pages 9 and 10 and depicted on page 11 herein, (collectively, the "Easement Area").

It is understood that Grantor will perform the initial relocation of Grantee's storm drain within Grantee's street right-of-way (East Denny Way) to a more northerly location adjacent to Grantor's Property, which relocation will be accomplished under Grantor's construction contract for its Capitol Hill Station in the calendar year 2010. All future maintenance, repair, reconstruction or replacement of Grantee's storm drain shall be performed by Grantee, at Grantee's sole expense.

This Easement is granted subject to and conditioned upon the following terms and conditions:

1. The following conditions apply to Grantee, its employees, licensees, lessees, contractors, subcontractors, consultants, sub-consultants, agents, and invitees occupancy, use, and operations in the Easement Area:
 - a. Both Grantee and Grantor acknowledge that Grantor's Property, which includes the Capitol Hill Station and associated areas, is essential to providing transit services to the public. In Grantee's use of the Easement Area, Grantee shall minimize interference with the normal operations of the Capitol Hill Station.
 - b. Grantee shall provide the Grantor with notice of any planned activities at least ten (10) calendar days prior to any planned entry into or use of the Easement Area so that effective notice can be provided to the general public. Notice of Grantee's entry will be provided to Grantor's Assistant Property Manager by calling 206.398.5355 or to such other individual as the Grantor may subsequently identify in writing to Grantee.
 - c. In the event Grantee determines that there has occurred damage to or destruction of Grantee's storm drain line requiring immediate action to protect the public health, safety and welfare and requiring immediate access to the Easement Area (an "Emergency"), Grantee shall notify the Grantor's Light Rail Control Center at 206-205-8177 and Grantor's Assistant Property Manager at 206.398.5355 as soon as feasible under the circumstances. Grantor

Page 2 of 11



recognizes Grantee's need for immediate access in an Emergency and acknowledges the goal of Grantee's access within one (1) hour of notification.

- d. Grantee shall not unnecessarily store materials or vehicles in the Easement Area.
- e. Grantee shall not unnecessarily park construction vehicles, trucks, or store materials, fill or equipment on Grantor's Property adjacent to the Easement Area.
- f. General purpose vehicular access/egress to Grantor's Property shall be maintained at all times to Grantor's facilities and operations during Grantee's use of the Easement Area.
- g. Grantee shall conduct its activities on the Easement Area in a safe manner.
- h. Grantee shall at its sole cost repair or restore the surface of the Easement Area to as good or better condition as existed before Grantee's use of the Easement Area. Restoration shall be performed using like or better materials. Access to the Easement Area shall be coordinated in advance with Grantor. In the event Grantee fails to perform any restoration, Grantor shall have the right to perform such restoration at Grantee's sole expense.
- i. For any planned activity or purpose of Grantee except in the case of an Emergency (as defined in Section 1.c.) that involves excavation, boring, or tunneling within the Easement Area, Grantee shall submit to Grantor for approval a work plan (1) detailing any construction, excavation and restoration within the Easement Area, and (2) describing the means, methods, and timelines for access to the Easement Area, no less than sixty (60) days prior to commencement of the work. Work shall not commence until such work plan has been approved by Grantor. Grantor's approval of the work plan shall not be unreasonably withheld.

2. Grantor shall at all times conduct its activities and all other activities conducted on Grantor's Property so as not to unreasonably interfere with, obstruct or endanger the Grantee's use of the Easement. Grantor reserves the right to grant other non-exclusive easements, franchises and/or permits across Grantor's Property; provided that such easements, franchises or permits shall not permit uses that unreasonably interfere with the Grantee's authorized use of the Easement Area under this Easement. Grantor further reserves the right



to relocate the Easement Area at Grantor's expense in the event of a conflict with Grantor's work or future development.

3. Grantee does release, indemnify and promise to defend and save harmless Grantor, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by the Grantor, its officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the Grantee's use or activity within the Easement Area. This paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damages to Grantor's Property caused by or resulting from the sole negligence of Grantor, its officers, employees and agents; provided, that if the claims or damages caused by or result from the concurrent negligence of (a) the Grantee, its agents, successors or assigns, and (b) Grantor, its officers, employees or agents, this indemnity provision shall be valid and enforceable to the extent permitted by law. The Grantee specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW, and acknowledges that this waiver has been mutually negotiated by the parties. This indemnity obligation shall survive the termination or expiration of this Easement.

4. Upon Grantor's request, Grantee shall provide a self-insurance letter evidencing limits of liability of not less than \$2 million per occurrence and \$2 million aggregate.

5. The rights and obligations of Grantor and Grantee under this Easement shall run with the land and inure to the benefit of and be binding upon their respective heirs, successors and assigns.

6. The rights herein granted shall terminate if Grantee abandons the storm drain that is served by this Easement.



7. Unless expressly otherwise agreed between the parties herein every notice or response required by this Easement to be served upon Grantor or Grantee shall be in writing and shall be deemed to have been duly given to the required party: (a) five (5) business days after being posted in a properly sealed envelope and sent by mail, postage prepaid, or (b) upon receipt when sent by overnight delivery through a nationally recognized courier service which provides a receipt of delivery, or (c) upon receipt when hand delivered. The notices or responses to Grantor shall be addressed as follows:

Sound Transit
Union Station
Attn: Property Manager
401 S. Jackson Street
Seattle, WA 98104

The notices or responses to Grantee shall be addressed as follows:

City of Seattle
Seattle Public Utilities
Seattle Municipal Tower
700 5th Avenue, Suite 4900
Seattle, WA 98124

Grantor and Grantee may designate such other addresses from time to time by giving written notice to the other but notice cannot be required to more than one address.

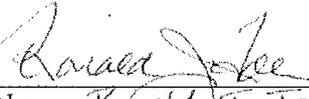
Executed as of the date hereinabove set forth.

[Signatures next page]



GRANTOR

CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

By: 
Print Name: Ronald J. Tober
Title: Deputy CEO

Approved as to Form for Grantor:

By: 
Jennifer Belk
Legal Counsel

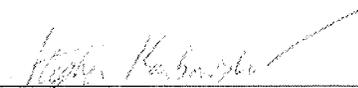
The terms and conditions of this easement are hereby accepted and approved by Grantee as of the dated hereinabove set forth.

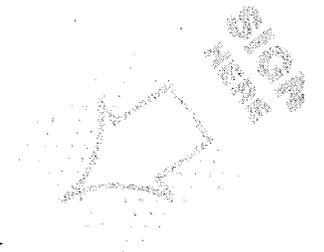
GRANTEE

CITY OF SEATTLE

By: _____
Ray Hoffman, Director

Approved as to Form:

By: 
Assistant City Attorney



LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Parcel No. 600300-2015

LOT 1, BLOCK 46, ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY D.T. DENNY, GUARDIAN OF THE ESTATE OF J.H. NAGEL, COMMONLY KNOWN AS THE JOHN H. NAGEL'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 153, IN KING COUNTY, WASHINGTON.

Parcel No. 600350-1130

THE SOUTH 26 FEET OF THE WEST 32 FEET OF LOT 11, AND THE WEST 32 FEET OF LOT 12, BLOCK 46, JOHN H. NAGLE'S 2ND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON.

Parcel No. 600350-1134

THE SOUTH 26 FEET OF THE EAST 48 FEET OF LOT 11, AND THE EAST 48 FEET OF LOT 12, BLOCK 46, JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON.

Parcel No. 600350-1135

THE WEST 48 FEET OF THE EAST 96 FEET OF THE SOUTH 26 FEET OF LOT(S) 11 AND THE WEST 48 FEET OF THE EAST 96 FEET OF LOT(S) 12, ALL IN BLOCK 46, JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE(S) 67, RECORDS OF KING COUNTY, WASHINGTON.



EASEMENT AREA

Easement #1

THAT PORTION OF LOT 1, BLOCK 46, PLAT OF AN ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY D. T. DENNY, GUARDIAN OF THE ESTATE OF J. H. NAGEL, COMMONLY KNOWN AS JOHN H. NAGLE'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OR PLATS, PAGE 153, IN KING COUNTY, WASHINGTON; DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE S89°30'29"E ALONG THE SOUTH LINE THEREOF, THE SAME BEING THE NORTH LINE OF EAST DENNY WAY, A DISTANCE OF 57.49 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N00°29'31"E A DISTANCE OF 1.00 FOOT;
THENCE N68°42'58" E A DISTANCE OF 6.74 FEET TO THE NORTH LINE OF THE SOUTH 3.5 FEET OF SAID LOT 1;
THENCE S89°30' 29" E ALONG SAID LINE A DISTANCE OF 30.12 FEET TO THE WEST WALL OF THE LIGHT RAIL STATION BOX OR VERTICAL EXTENSION THEREOF;
THENCE S00°29'08"W ALONG SAID WALL A DISTANCE OF 3.5 FEET TOT THE SOUTH LINE OF SAID LOT 1;
THENCE N89°30'29"W ALONG SAID LINE A DISTANCE OF 36.38 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 120 SQARE FEET MORE OF LESS.

AND SHALL BE CONFINED VERTICALLY BETWEEN TOP AND BOTTOM PLANES DESCRIBED AS FOLLOWS:

THE BOTTOM PLANE SHALL BE A HORIZONTAL PLANE AT ELEVATION 306.76 (FEET) BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVE88), BEING APPROXIMATELY TWO FEET BELOW THE INVERT OF THE LOWEST (WEST) END OF THE 36-INCH PIPE STORM DRAIN LYING SOUTHERLY OF AND ADJACENT TO THE ABOVE LEGALLY DESCRIBED ACCESS EASEMENT AREA(S).

THE TOP PLANE SHALL BE A SLOPING PLANE HAVING AN ELEVATION OF 347.0 (FEET) AT THE EAST END OF THE EASEMENT (AT THE WALL) AND AN ELEVATION OF 348.73 (FEET, NAVD88) AT THE WEST END OF THE ACCESS EASEMENT AREA(S), SAID PLANE BEING MORE OR LESS PARALLEL WITH AND 16 FEET ABOVE THE EXISTING GROUND ELEVATION.



Easement #2

THAT PORTION OF LOT 12, BLOCK 46, JOHN H. NAGLE/S SECOND ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 67, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12;
THENCE N89°30'29"W ALONG THE SOUTH LINE THEREOF, THE SAME BEING THE NORTH LINE OF EAST DENNY WAY, A DISTANCE OF 106.47 FEET TO THE EAST WALL OF THE LIGHT RAIL STATION BOX OR VERTICAL EXTENSION THEREOF;
THENCE N00°29'08"E ALONG SAID WALL A DISTANCE OF 3.5 FEET TO THE NORTH LINE OF THE SOUTH 3.5 FEET OF SAID LOT 12;
THENCE S89°30'29"E ALONG SAID LINE A DISTANCE OF 40.72 FEET;
THENCE S87°19'50"E A DISTANCE OF 65.79 FEET TOT THE EAST LINE OF SAID LOT 12 AT A POINT DISTANT 1.00 FOOT FROM THE POINT OF BEGINNING;
THENCE S00°29'40"W ALONG SAID EAST LINE A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING.

CONTAINING 290 SQUARE FEET MORE OR LESS.

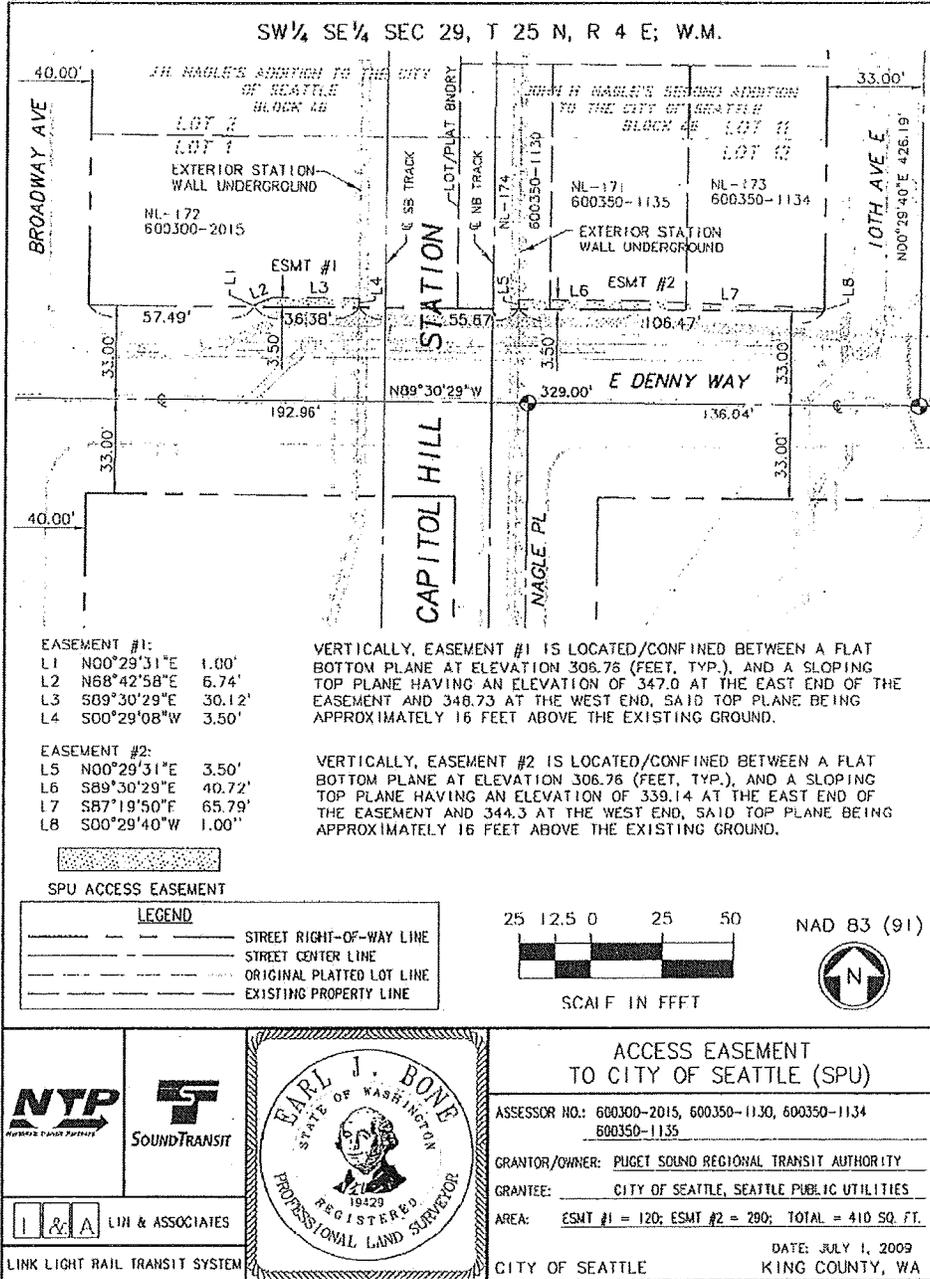
AND SHALL BE CONFINED VERTICALLY BETWEEN TOP AND BOTTOM PLANES DESCRIBED AS FOLLOW:

THE BOTTOM PLANE SHALL BE A HORIZONTAL PLANE AT ELEVATION 306.76 (FEET, TYPICAL) BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BEING APPROXIMATELY TWO FEET BELOW THE INVERT OF THE LOEST (WEST) END OF THE 36-INCH PIPE STORM DRAIN LYING SOUTHERLY OF AND ADJACENT TO THE ABOVE DESCRIBED ACCESS EASEMENT AREA(S).

THE TOP PLANE SHALL BE A SLOPING PLANE HAVING AN ELEVATION OF 339.14 AT THE EAST END OF THE EASEMENT AND AN ELEVATION OF 344.3 (FEET, NAVD88) AT THE WEST END OF THE ACCESS EASEMENT AREA(S) (AT TE WALL), SAID PLANE BEING MORE OR LESS PARALLEL WITH AND 16 FEET ABOVE THE EXISTING GORUND ELEVATION.



MAP OF EASEMENT AREA



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Parks and Recreation	Terry Dunning/684-4860	Jennifer Devore/615-1328

Legislation Title:

AN ORDINANCE relating to Seattle Public Utilities and Seattle Department of Parks and Recreation; authorizing the Director of Seattle Public Utilities and the Superintendent of Parks and Recreation to enter into easement agreements granting and conveying easement rights under and across portions of Cal Anderson Park to the Central Puget Sound Regional Transit Authority and to accept payment therefor; finding that the grants of temporary and permanent subsurface easements meet the requirements of Ordinance 118477, adopting Initiative 42, to the extent applicable; exempting the grant of a temporary surface easement from the requirements of Ordinance 118477, to the extent applicable; and authorizing the Director of Seattle Public Utilities to accept a storm drain access easement from the Central Puget Sound Regional Transit Authority.

Summary of the Legislation:

This legislation authorizes conveyance of easements to Central Puget Sound Regional Transit Authority (Sound Transit) to stage construction activities at the northwest corner of Cal Anderson Park and to install "tiebacks" under the park that will support an underground wall protecting the future station site. Additionally, this legislation authorizes the Director of Seattle Public Utilities (SPU) to accept an easement from Sound Transit for access to a storm drain.

Background:

Sound Transit's underground Capitol Hill Station is being constructed adjacent to the northwest corner of Cal Anderson Park. Construction of that station requires a construction staging area that will have a temporary impact on about 9,500 square feet of the park. Additionally, the construction requires the installation of shoring along the easterly side of the station/tunnel that needs to be partially held in place by steel "tiebacks" inserted into the soil under Cal Anderson Park. Most of these "tiebacks" are temporary while others near the bottom of the station will be left in place permanently. Also, as a part of the associated construction, Sound Transit is installing a new storm drain in the street right of way and will provide SPU an access easement across Sound Transit property to that structure.

This legislation relates to property that is jointly under the jurisdiction of Parks and Recreation (DPR) and SPU. The authority for granting the easements to Sound Transit will require both department heads to execute the documents. The easement for storm drain access is purely for the benefit of SPU and accordingly only grants authority to the Director of SPU to accept that easement.

The value of the easements being granted by the City has been determined by an independent fee



appraiser whose work has been reviewed and accepted by City reviewers. The value of the temporary construction easement is \$84,400, and the value of the tieback easement is \$7,100. Several of the "tiebacks" will be de-tensioned at the completion of construction as they will no longer be needed. Sound Transit's plan is to abandon the "tieback rods" in place; an additional amount of \$13,500 will be collected from Sound Transit for abandonment in lieu of removal. The Departments have agreed to allocate the funds as follows: DPR will receive the \$84,400 as the overwhelming majority of the work only affects park operations. The permanent, subterranean "tieback" easement compensation of \$7,100, together with the \$13,500 de-tensioning fee, will be credited to SPU as tieback impacts primarily affect SPU.

The temporary construction easement area will be fenced and unavailable to park users during the term of the easement. The area will be used for storage of equipment and access to the excavation in the adjacent street. The temporary construction easement also allows for the installation of nine rows of metal rods under the park to a depth of approximately 70+ feet for a linear distance of approximately 40 feet. All but the three lowest rows will be de-tensioned at the conclusion of construction and are expected to be abandoned in place. The \$13,500 de-tensioning fee is compensation to SPU in the event future SPU installations require the removal and disposal of any of these de-tensioned rods. The permanent tieback easement allows the three lowest rows of metal rods to remain in place and under tension permanently.

In addition to the easements being conveyed, this legislation authorizes the Director of SPU to accept an easement for access to a storm drain that is being constructed by Sound Transit as part of the tunnel project. This easement will authorize SPU to access and provide maintenance as they do with all normal street drainage structures.

The conveyance of these easements is subject to the requirements of Ordinance 118477 (adopting Initiative 42) and therefore requires a public hearing; and, for the permanent subsurface easement, a finding that the use is necessary, there is no reasonable and practical alternative and it meets the criteria of Section 3 of Ordinance 118477, namely that the subsurface easement is compatible with park use. To the extent that Ordinance 118477 is applicable to temporary easements, the hearing and findings are the same for the temporary subsurface easement. This legislation also provides for superseding Ordinance 118477 for purposes of the surface temporary construction easement as it is unclear as to the applicability of the ordinance to temporary, short term surface uses.

Please check one of the following:

This legislation does not have any financial implications.

(Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)



Appropriations: N/A

Fund Name and Number	Department	Budget Control Level*	2010 Appropriation	2011 Anticipated Appropriation
TOTAL	N/A	N/A	N/A	N/A

*See budget book to obtain the appropriate Budget Control Level for your department.

Appropriations Notes:

Anticipated Revenue/Reimbursement: Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2010 Revenue	2011 Revenue
Parks and Recreation Fund 10200	Parks and Recreation	Sound Transit easement	\$84,400	0
SPU -Water Fund 43000	Seattle Public Utilities	Sound Transit easement	\$20,600	0
TOTAL			\$105,000	0

Revenue/Reimbursement Notes: Use of these funds will be addressed in subsequent legislation.

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: N/A

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2010 Positions	2010 FTE	2011 Positions*	2011 FTE*
TOTAL	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Position Notes:

Do positions sunset in the future? N/A

Spending/Cash Flow: N/A

Fund Name & #	Department	Budget Control Level*	2010 Expenditures	2011 Anticipated Expenditures
TOTAL	N/A	N/A	N/A	N/A

Spending/Cash Flow Notes:



What is the financial cost of not implementing the legislation? The financial cost of not implementing the legislation is the loss of \$105,000 in revenue from the sale of the underground easements to Sound Transit.

Does this legislation affect any departments besides the originating department?
Yes, Seattle Public Utilities

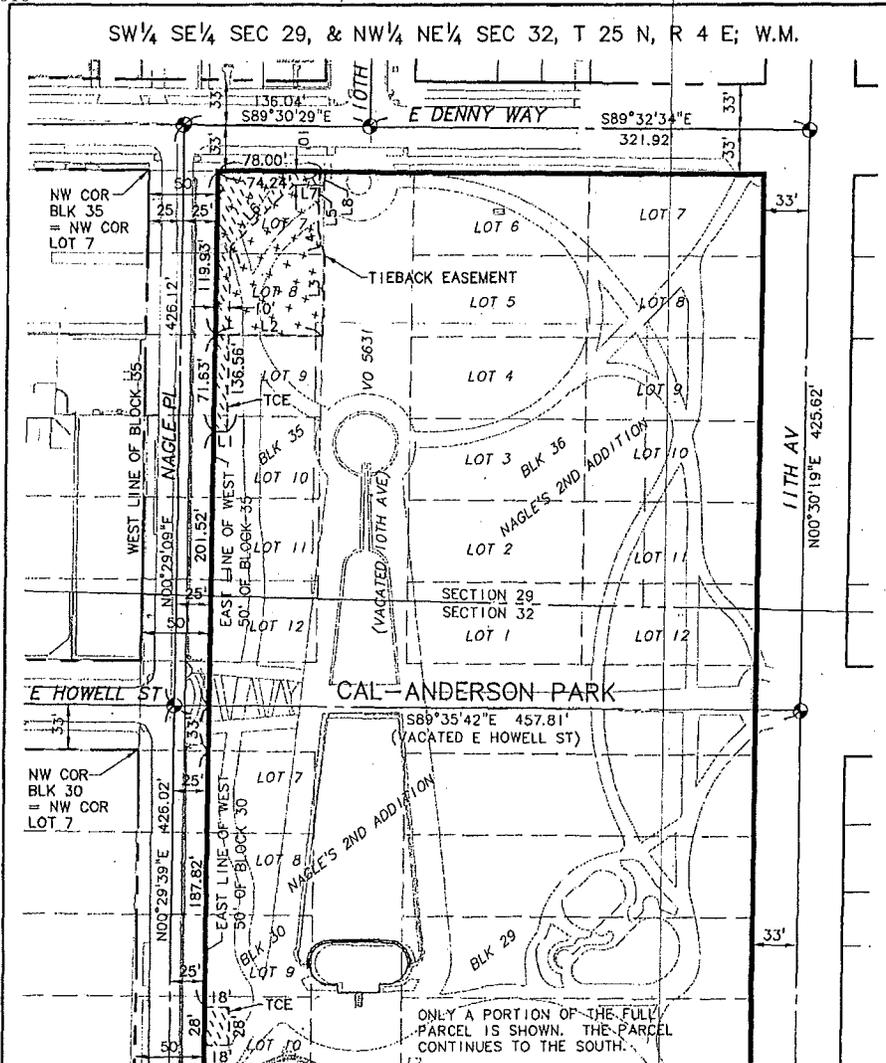
What are the possible alternatives to the legislation that could achieve the same or similar objectives? There are none.

Is the legislation subject to public hearing requirements?
Yes.

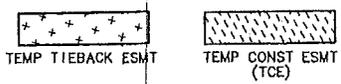
Other Issues: None

List attachments to the fiscal note below:
Attachment A: Map of Easement Area

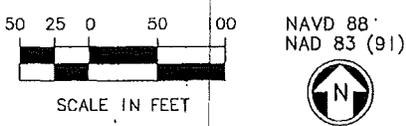
Terry Dunning
 DPR Cal Anderson Easements FISC ATT A
 October 28, 2010
 Version #1



LINE DATA		LINE DATA	
L1	S89°30'51"E 10.00'	L5	N00°29'09"E 41.99'
L2	S89°30'51"E 78.91'	L6	N45°29'19"E 63.64'
L3	N00°29'09"E 59.27'	L7	S89°30'29"E 23.00'
L4	N13°33'16"W 19.24'	L8	N00°29'31"E 10.00'



LEGEND	
	TRANSIT WAY LINE
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL



 		PARCEL AREA: 484,727 SF APPROX. LOWEST EXIST. GND. ELEV.: N/A
		EASEMENT AREA: 9,224 SF ESMT ELEV. TOP: N/A
		TCE ESMT. AREA: 4,112 SF ESMT ELEV. BOT: N/A
PARCEL MAP - TIEBACK EASEMENT R/W NO. 110-NL-157		
ASSessor No.: 600350 0490 DATE: JAN. 28, 2009		
OWNER: CITY OF SEATTLE		
BLOCK No.: 19,20,29,30,35,36 LOT No.: 1-12		
CITY OF SEATTLE		KING COUNTY, WA



Terry Dunning
DPR Cal Anderson Easements FISC ATT A
October 28, 2010
Version #1

EXHIBIT "A" TIEBACK EASEMENT

R/W No. 110-NL-157
PIN 600350-0490
CITY OF SEATTLE

Grantor's Entire Parcel (Servient):
(KNOWN AS CAL ANDERSON PARK, FORMERLY LINCOLN PARK)

ALL OF BLOCKS 19, 20, 29, 30, 35 AND 36 OF JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, AND THE VACATED STREETS LYING BETWEEN SAID BLOCKS;

EXCEPT THE WEST 50 FEET THEREOF FOR STREET USE (NAGLE PLACE).

TIEBACK EASEMENT Area Acquired by Grantee (Dominant):

THAT PORTION OF LOTS 7 AND 8, BLOCK 35, AND OF THE VACATED STREET ADJACENT THERETO, IN JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF SAID LOT 7, BEING THE INTERSECTION OF THE SOUTH LINE OF EAST DENNY WAY AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'09"W ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID LOTS 7 AND 8, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 119.93 FEET;
THENCE AT RIGHT ANGLES S89°30'51"E A DISTANCE OF 78.91 FEET;
THENCE AT RIGHT ANGLES N00°29'09"E A DISTANCE OF 59.27 FEET;
THENCE N13°33'16"W A DISTANCE OF 19.24 FEET;
THENCE N00°29'09"E A DISTANCE OF 41.99 FEET TO THE NORTH LINE OF SAID LOT 7, THE SAME BEING THE SOUTH LINE OF EAST DENNY WAY;
THENCE N89°30'29"W ALONG SAID LINE A DISTANCE OF 74.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 9224 SQUARE FEET MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT Areas Acquired by Grantee (Dominant):

THAT PORTION OF LOTS 7, 8, 9 AND 10, BLOCK 35, AND OF THE VACATED STREET ADJACENT THERETO, IN JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, AS RECORDED IN VOLUME 5 OF PLATS, PAGE 67, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF SAID LOT 7, BEING THE INTERSECTION OF THE SOUTH LINE OF EAST DENNY WAY AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'09"W ALONG THE EAST LINE OF THE WEST 50 FEET OF SAID LOTS 7, 8, 9 AND 10, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 191.56 FEET;
THENCE AT RIGHT ANGLES S89°30'51"E A DISTANCE OF 10.00 FEET;
THENCE AT RIGHT ANGLES N00°29'09"E A DISTANCE OF 136.56 FEET;
THENCE N45°29'19"E A DISTANCE OF 63.64 FEET TO THE SOUTH LINE OF THE NORTH 10 FEET OF SAID LOT 7;
THENCE S89°30'29"E ALONG SAID LINE A DISTANCE OF 23.00 FEET;
THENCE AT RIGHT ANGLES N00°29'31"E A DISTANCE OF 10.00 FEET TO THE NORTH LINE OF SAID LOT 7, THE SAME BEING THE SOUTH LINE OF EAST DENNY WAY;
THENCE N89°30'29"W ALONG SAID LINE A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF LOT 10, BLOCK 30 IN SAID JOHN H. NAGLE'S SECOND ADDITION TO THE CITY OF SEATTLE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST 50 FEET OF LOT 7 IN SAID BLOCK 30, BEING THE INTERSECTION OF THE SOUTH LINE OF EAST HOWELL STREET (VACATED TO THE EAST) AND THE EAST LINE OF NAGLE PLACE;
THENCE S00°29'39"W ALONG THE EAST LINE OF THE WEST 50 FEET OF LOTS 7, 8, 9 AND 10 IN SAID BLOCK 30, THE SAME BEING THE EAST LINE OF NAGLE PLACE, A DISTANCE OF 187.82 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE S00°29'39"W ALONG SAID EAST LINE A DISTANCE OF 28.00 FEET;
THENCE AT RIGHT ANGLES S89°30'21"E A DISTANCE OF 18.00 FEET;
THENCE AT RIGHT ANGLES N00°29'39"E A DISTANCE OF 28.00 FEET;
THENCE AT RIGHT ANGLES N89°30'21"W A DISTANCE OF 18.00 FEET TO THE TRUE POINT OF BEGINNING.

ALL CONTAINING 4112 SQUARE FEET MORE OR LESS.

110-NL-157-TIEBACK and TCE.doc Earl J. Bone 1/28/2009





City of Seattle
Office of the Mayor

November 23, 2010

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill authorizing the grant of easements necessary for the construction of the Sound Transit Light Rail tunnel and station adjacent to Cal Anderson Park, and acceptance of a storm drain access easement also associated with the station and tunnel construction at this location.

The proposed transaction is consistent with the City's commitment to cooperate under the Memorandum of Agreement between Sound Transit and the City. The specific activities occurring at this site will include temporary construction staging on the surface of the park adjacent to the light rail station, excavation along East Nagle Place, and the installation of metal "tieback" rods into the subsurface of the park. Sound Transit will construct a new storm drain and grant the City an access easement to the drain.

This action, along with related actions at Volunteer Park and Interlaken Park, is consistent with the City's continuing efforts to assure completion of the "University Link" of the Sound Transit Light Rail System. Thank you for your consideration. Should you have any questions, please contact Terry Dunning at 684-4860.

Sincerely,

Deputy Mayor
Daryl Smith for
Mayor Mike McGinn

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

Michael McGinn, Mayor
Office of the Mayor
600 Fourth Avenue, 7th Floor
PO Box 94749
Seattle, WA 98124-4749

Tel (206) 684-4000
Fax (206) 684-5360
TDD (206) 615-0476
mike.mcgin@seattle.gov



STATE OF WASHINGTON – KING COUNTY

--SS.

264919
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123496,498-123509

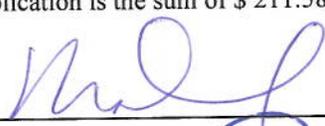
was published on

12/24/10

The amount of the fee charged for the foregoing publication is the sum of \$ 211.58, which amount has been paid in full.

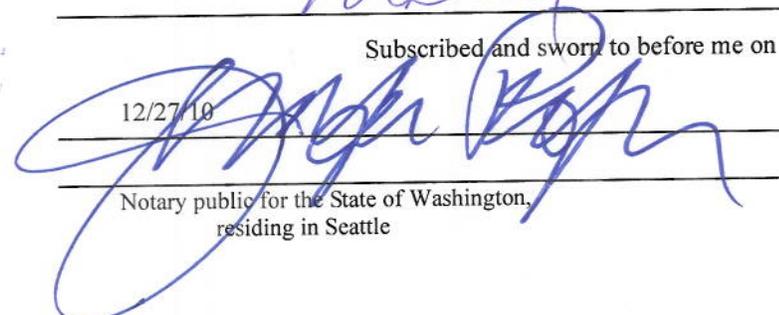


Affidavit of Publication



Subscribed and sworn to before me on

12/27/10



Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on December 13, 2010, and published here by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 123496

AN ORDINANCE relating to Seattle Public Utilities' Lake Forest Park Reservoir; declaring fee ownership of a portion of real property adjacent to the reservoir to be surplus to the City of Seattle's utility needs; and authorizing Seattle Public Utilities to sell the surplus property to the Lake Forest Park Water District and to execute documents and agreements necessary to complete the sale.

ORDINANCE NO. 123498

AN ORDINANCE relating to the City Light Department, authorizing the Superintendent or his designee to grant an easement for road purposes to the County of Snohomish over a portion of the City's fee-owned Bothell to Newhalem Transmission Corridor located in unincorporated Snohomish County, Washington; and accepting payment for the true and fair value of the easement from Washington Federal Savings.

ORDINANCE NO. 123499

AN ORDINANCE relating to the City Light Department; authorizing the execution of enabling agreements with separate counterparties that establish general terms and conditions for the purchase and sale of renewable energy certificates in the form of a common master agreement.

ORDINANCE NO. 123500

AN ORDINANCE relating to the City Light Department; authorizing execution of a transaction-specific confirmation of a 7-year agreement with Holy Cross Energy for the purchase of environmental attributes in the form of renewable energy certificates that are necessary or convenient for meeting the requirements of the Washington State Energy Independence Act.

ORDINANCE NO. 123501

AN ORDINANCE relating to the City Light Department; authorizing execution of a transaction-specific confirmation of a 15-year agreement with Idaho Winds LLC for the purchase of environmental attributes

in the form of renewable energy certificates that are necessary or convenient for meeting the requirements of the Washington State Energy Independence Act.

ORDINANCE NO. 123502

AN ORDINANCE relating to Seattle Public Utilities and Seattle Department of Parks and Recreation; authorizing the Director of Seattle Public Utilities and the Superintendent of Parks and Recreation to enter into easement agreements granting and conveying easement rights under and across portions of Cal Anderson Park to the Central Puget Sound Regional Transit Authority and to accept payment therefor; finding that the grants of temporary and permanent subsurface easements meet the requirements of Ordinance 118477, adopting Initiative 42, to the extent applicable; exempting the grant of a temporary surface easement from the requirements of Ordinance 118477, to the extent applicable; and authorizing the Director of Seattle Public Utilities to accept a storm drain access easement from the Central Puget Sound Regional Transit Authority.

ORDINANCE NO. 123503

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to grant and convey easement rights under portions of Volunteer Park and Interlaken Park to the Central Puget Sound Regional Transit Authority for the purposes of installing, repairing, maintaining, and operating tunnels for light rail service, and to accept payment therefor; and finding that the grants of permanent subsurface easements meet the requirements of Ordinance 118477, adopting Initiative 42.

ORDINANCE NO. 123504

AN ORDINANCE, relating to City employment, to be known as the 2011 Pay Zone Ordinance; adjusting the pay zone structures for the City's discretionary pay programs for the year 2011.

ORDINANCE NO. 123505

AN ORDINANCE relating to the Department of Finance and Administrative Services; authorizing the Director of Finance and Administrative Services to execute an amendment to an existing parking lot management agreement between the City of Seattle and the Pike Place Market Preservation and Development Authority and ratifying and confirming certain prior acts.

ORDINANCE NO. 123506

AN ORDINANCE relating to City employment, to continue to provide a wage supplement and insurance benefits for employees who are mobilized by the United States Armed Forces for active military service; and ratifying and confirming prior acts.

ORDINANCE NO. 123507

AN ORDINANCE authorizing, in 2010, acceptance of funding from non-City sources; authorizing the heads of the Department of Information Technology, Department of Neighborhoods, Department of Parks and Recreation, Department of Finance and Administrative Services, the Human Services Department, the Office of Economic Development, the Office of Intergovernmental Relations, the Office of Sustainability and Environment, the Office of the Mayor, Seattle Center, Seattle Department of Transportation, the Seattle Fire Department, the Office for Civil Rights, the Seattle Police Department, the Seattle Public Library, and Seattle Public Utilities to accept specified grants and private funding and to execute, deliver, and perform corresponding agreements; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123508

AN ORDINANCE amending Ordinance 123177, which adopted the 2010 Budget, including the 2010-2011 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2010-2015 CIP; adding new projects; making transfers between various City funds; and making cash transfers between funds; and ratifying and confirming certain prior acts; all by a 3/4 vote of the City Council.

ORDINANCE NO. 123509

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

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fidavit