

Ordinance No. 123503

Council Bill No. 117063

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.

CF No. \_\_\_\_\_

Date Introduced:	<u>Dec. 6, 2010</u>	
Date 1st Referred:	To: (committee)	<u>Full Council</u>
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>12.13.10</u>	<u>9-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>12.18.10</u>	<u>12.20.10</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/> F.T. <input type="checkbox"/>
<u>12.20.10</u>		
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

# The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: \_\_\_\_\_

Sg Bapshaw  
Councilmember

## Committee Action:

12.13.10 Passed 9-0

~~12.15.10~~

This file is complete and ready for presentation to Full Council. Committee: \_\_\_\_\_ (initial/date)

*Law Department*

Law Dept. Review

OMP Review

City Clerk Review

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ORDINANCE 123508

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.

WHEREAS, in 1998 the Seattle City Council passed 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: develop 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 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, and will operate light rail tunnels in the Capitol Hill neighborhood under Volunteer Park and Interlaken Park, both under the jurisdiction of the Department of Parks and Recreation, and Sound Transit requires permanent use of underground portions of the parks for construction and light rail train operations; 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 Section 1. The City Council hereby finds that the sale of permanent subsurface  
2 easements at Volunteer Park and Interlaken Park to the Central Puget Sound Regional Transit  
3 Authority ("Sound Transit") for the purposes of installing, repairing, maintaining, and operating  
4 tunnels for light rail service is necessary because there is no reasonable and practical alternative  
5 and such subsurface easements are compatible with park use, thereby meeting the requirements  
6 of Ordinance 118477.

8 Section 2. The Superintendent of Parks and Recreation, or his designee, is hereby  
9 authorized, on behalf of The City of Seattle, to enter into easement agreements with Sound  
10 Transit, substantially in the form of Attachments 1 and 2, attached hereto and incorporated by  
11 this reference ("Tunnel Easement Agreements"), concerning the real property described in  
12 Attachments 1 and 2.

14 Section 3. Consideration for the Tunnel Easement Agreements paid by Sound Transit, as  
15 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	Sale of easements	\$191,500	N/A
<b>TOTAL</b>			<b>\$191,500</b>	

1 Section 4. 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<sup>th</sup> day of December, 2010, and  
5 signed by me in open session in authentication of its passage this  
6 13<sup>th</sup> day of December, 2010.

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President \_\_\_\_\_ of the City Council

11 Approved by me this 20<sup>th</sup> day of December, 2010.

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15 Michael McGinn, Mayor

16 Filed by me this 20<sup>th</sup> day of December, 2010.

17  
18  
19   
20 City Clerk

21 (Seal)

22 Attachment 1: Tunnel Easement Agreement (Volunteer Park)

23 Exhibit A to Attachment 1: Legal Description of Grantor's Property  
24 Exhibit B to Attachment 1: Legal Description of Tunnel Easement Area  
25 Exhibit C to Attachment 1: Map of Tunnel Easement Area

26 Attachment 2: Tunnel Easement Agreement (Interlaken Park)



Terry Dunning  
DPR Volunteer—Interlaken Easements ORD  
October 28, 2010  
Version #4

Exhibit A to Attachment 2: Legal Description of Grantor's Property and Legal  
Description of Tunnel Easement Area  
Exhibit B to Attachment 2: Map of Tunnel Easement Area

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ATTACHMENT 1



WHEN RECORDED RETURN TO:

Real Estate Division  
Central Puget Sound Regional Transit Authority  
401 South Jackson Street  
Seattle, WA 98104-2826

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<b>Document Title:</b>	Tunnel Easement Agreement
<b>Reference Number of Related Document:</b>	N/A
<b>Grantor(s):</b>	City of Seattle
<b>Grantee:</b>	Central Puget Sound Regional Transit Authority
<b>Abbreviated Legal Description:</b>	Ptn. of E ½ NE ¼ of Sec. 29 Twn 25 N Rng 4 E; ptn. of Blks. E and F, Phinney's Add in Vol. 1, pg. 175; ptn. Blk. A, Furth's Add in Vol. 16, pg. 73
<b>Additional Legal Description is on:</b>	Exhibits "A" and "B"
<b>Assessor's Tax Parcel Number(s):</b>	292504 9087

R/W No. NL 266

**TUNNEL EASEMENT AGREEMENT**

**1. Grant of Tunnel Easement.** THE CITY OF SEATTLE, a Washington municipal corporation ("Grantor"), for and in consideration of One Hundred Fifty One Thousand and No/100 Dollars (\$151,000.00) in hand paid, hereby conveys to the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Grantee"), a regional transit authority of the State of Washington, for the purposes described below, an exclusive permanent subsurface easement (the "Tunnel Easement") under the surface of and through a portion of Grantor's property. Grantor's property is legally described in **Exhibit "A"** attached hereto and incorporated herein ("Grantor's Property"). The subsurface portion of Grantor's Property that is subject to the Tunnel Easement is legally described in **Exhibit "B"** and illustrated in **Exhibit "C"** (the "Tunnel Easement Area"), all attached hereto and incorporated herein by reference. The Tunnel Easement Area shall be a subsurface easement lying vertically between two horizontal planes at elevation 170 feet and elevation 59 feet, based on the North American Vertical Datum of 1988 (NAVD88), the top plane being approximately 244 feet below ground surface (BGS).



**2. Purpose of Tunnel Easement.** Grantee shall have the right to use the Tunnel Easement Area for all purposes necessary or incidental to Grantee's construction, operation, maintenance, use, modification, repair, and replacement of underground tunnels and related public transportation facilities, including but not limited to the right to construct, operate, maintain, modify, repair, replace, improve, remove, and use said tunnels, tunnel supports, roof, floor, and all utility lines or wires within said tunnels, together with the right to operate light rail trains and other public transportation vehicles and equipment within said tunnel, and for any related uses as Grantee may now or hereafter deem appropriate. All structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings, or improvements of any kind that are acquired, constructed, or installed in or upon the Tunnel Easement Area shall be and shall at all times remain the property of Grantee.

**3. Grantor's Use of Tunnel Easement Area.** Grantor shall not use any portion of the Tunnel Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld.

**4. Grantee's Use of Tunnel Easement Area.** Grantee may use the Tunnel Easement Area for the purposes and in the manner described herein. Grantee's normal operation of its Link light rail project (the "Project") is not anticipated to cause noise or vibration noticeable upon Grantor's Property or to cause subsidence or damage of any kind to Grantor's Property. Grantee shall at all times maintain its improvements and facilities in the Tunnel Easement Area in good condition and repair and in accordance with all applicable laws and regulations and shall at all times maintain the structural integrity of the Tunnel Easement Area and the support of the surface of Grantor's Property. Grantee acknowledges that Grantor has many important and historic improvements on Grantor's Property that require adequate vertical, lateral and subjacent support, including, without limitation, a water tower and a reservoir, and that the Seattle Art Museum operates the Asian Art Museum on Grantor's Property. 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 under this Tunnel Easement Agreement. Grantee's responsibility for such injury and damage shall include repair and restoration to original condition of any and all damage to the Grantor's real and personal property; and repair, replacement, or restoration to original condition of all damaged or destroyed structures, facilities, and improvements on the Grantor's Property, all at Grantee's sole cost and expense. In addition, if any voids are discovered within the Tunnel Easement Area or elsewhere within the predicted zone of influence of Grantee's tunneling activities, Grantee shall be responsible for expeditiously filling such voids and mitigating any related damage to Grantor's real or personal property.

Grantee shall implement, at its expense, a settlement-monitoring program before commencement of construction activities, and Grantee shall maintain such settlement-monitoring program at its expense during and up to four (4) months after construction of the two (2) light rail tunnels under Grantor's Property, or until August 31, 2012, whichever is later.



In the event that Grantee ceases to use the Tunnel Easement Area after boring of a tunnel or tunnels and prior to commencement of operation of the Project, then Grantee shall decommission the tunnel(s) at its sole cost and expense by plugging the tunnel(s) at both ends of the Tunnel Easement Area and completely filling the tunnel(s) in the Tunnel Easement Area with controlled density fill (CDF).

**5. Applicable Law and Indemnification.** Grantee shall at all times exercise its rights under this Tunnel Easement Agreement in accordance with the requirements of all applicable laws, orders, rules, and regulations of any public authority having jurisdiction. In the event the impacts of Grantee's uses of the Tunnel Easement Area as described herein are demonstrated to be incorrect, or in the event of Grantee's failure to maintain structural integrity of the Tunnel Easement Area or support of the surface or subsurface of Grantor's Property, or in the event of injury or damage to persons or property resulting directly or indirectly from damage on or to Grantor's Property from Grantee's exercise of Grantee's rights under this Tunnel Easement Agreement, Grantee agrees to indemnify, hold harmless and defend Grantor from and against all damages, claims, and liabilities to the extent resulting therefrom, including attorney's fees and costs of suit, including any appeals thereof, except to the extent any of such damages, claims, or liabilities result from the negligence of Grantor.

**6. Binding Effect.** The Tunnel Easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Project, which includes underground tunnels and related facilities operated by Grantee for high capacity transportation system purposes and shall inure to the benefit of Grantee, its successors and assigns and shall be binding upon the Grantor's Property and Grantor, and their respective heirs, successors, and assigns.

**7. Notices.** Any notices required or permitted under this Tunnel 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, 3<sup>rd</sup> Floor  
Seattle, WA 98134  
Attn: Property Management

and



Terry Dunning  
DPR Volunteer Interlaken Easements ATT 1  
October 28, 2010  
Version #1

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

Dated as of the date fully executed by Grantor and Grantee.

**GRANTOR:**  
CITY OF SEATTLE

BY: \_\_\_\_\_  
ITS: Superintendent of Parks and Recreation                      Date

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

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_                      Date



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 \_\_\_\_\_ 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 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: \_\_\_\_\_



Terry Dunning  
DPR Volunteer Interlaken Easements ATT 1  
October 28, 2010  
Version #1

Notary Public in and for the State of Washington

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

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

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



Terry Dunning  
DPR Volunteer Interlaken Easements ATT 1 EXH A  
October 28, 2010  
Version #1

**EXHIBIT "A" TO TUNNEL EASEMENT AGREEMENT**  
**Legal Description of Grantor's Property**

R/W No. NL-266  
PIN 292504-9087  
CITY OF SEATTLE, A MUNICIPAL CORPORATION

**Grantor's Entire Parcel (Servient):**  
(According to Schedule A of Title Order No: 655697 provided by Pacific Northwest Title Company of Washington, Inc., Dated July 23, 2007 at 8:00 A.M.)

THAT CERTAIN TRACT OF LAND KNOWN AS VOLUNTEER PARK, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;  
THENCE SOUTH, ALONG THE EAST BOUNDARY OF SAID SUBDIVISION, 107.77 FEET;  
THENCE WESTERLY, PERPENDICULAR WITH THE CENTERLINE OF 14<sup>TH</sup> AVENUE EAST, BEING AT AN ANGLE TO THE NORTHWEST WITH THE FIRST LINE ABOVE OF 89°53', 142.79 FEET, MORE OR LESS, TO THE WEST MARGINAL LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;  
THENCE NORTH, ALONG SAID WEST MARGINAL LINE, 86.67 FEET MORE OR LESS, TO THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE EAST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 1343.15 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH LOTS 13 THROUGH 24 INCLUSIVE, BLOCK E, AND LOTS 13 THROUGH 24, INCLUSIVE, BLOCK F, ALL IN PHINNEY'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 73 IN KING COUNTY, WASHINGTON;

AND TOGETHER WITH THAT PORTION OF NELSON STREET, AS PLATTED IN SAID PHINNEY'S ADDITION TO THE CITY OF SEATTLE, LYING BETWEEN LOT 24, BLOCK E AND LOT 13, BLOCK F IN SAID PLAT;

AND TOGETHER WITH THAT PORTION OF HALLUM STREET, AS PLATTED IN SAID PHINNEY'S ADDITION TO THE CITY OF SEATTLE, ADJOINING LOT 13, BLOCK E IN SAID PLAT, EXCEPT THAT PORTION LYING WITHIN EAST PROSPECT STREET;

AND TOGETHER WITH LOT 2, BLOCK A, FURTH'S ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16, PAGE 73, IN KING COUNTY, WASHINGTON;

AND TOGETHER WITH THAT PORTION OF 11<sup>TH</sup> AVENUE NORTH (11<sup>TH</sup> AVENUE EAST) LYING BETWEEN THE NORTH LINE OF FURTH'S ADDITION TO SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16, PAGE 73, AND THE NORTH LINE PHINNEY'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 73, WHICH STREET WAS VACATED PURSUANT TO ORDINANCE NUMBER 26793 OF THE CITY OF SEATTLE.

NL-266-SSE.doc Ellen M. Forrester 2/06/09



**EXHIBIT "B" TO TUNNEL EASEMENT AGREEMENT**  
**Legal Description of Tunnel Easement Area**

R/W No. NL-266  
PIN 292504-9087  
CITY OF SEATTLE, A MUNICIPAL CORPORATION

**Easement Area Acquired by Grantee (Dominant):**

THAT PORTION OF THE HEREINABOVE DESCRIBED "SERVIENT PARCEL" (VOLUNTEER PARCEL) DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, WM;  
THENCE ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, SOUTH 01°37'34" EAST 322.13 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 01°37'34" EAST 167.91 FEET;  
THENCE SOUTH 30°44'43" WEST 1072.74 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST PROSPECT STREET;  
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88°18'17" WEST 90.91 FEET;  
THENCE NORTH 30°04'43" EAST 1283.66 FEET TO THE TRUE POINT OF BEGINNING;  
CONTAINING 93,452 SQUARE FEET MORE OR LESS.

AND SHALL BE A SUBSURFACE EASEMENT, LYING VERTICALLY BETWEEN TWO HORIZONTAL PLANES AT ELEVATION 170 FEET AND ELEVATION 39 FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), THE TOP PLANE BEING APPROXIMATELY 244 FEET BELOW THE EXISTING GROUND SURFACE.



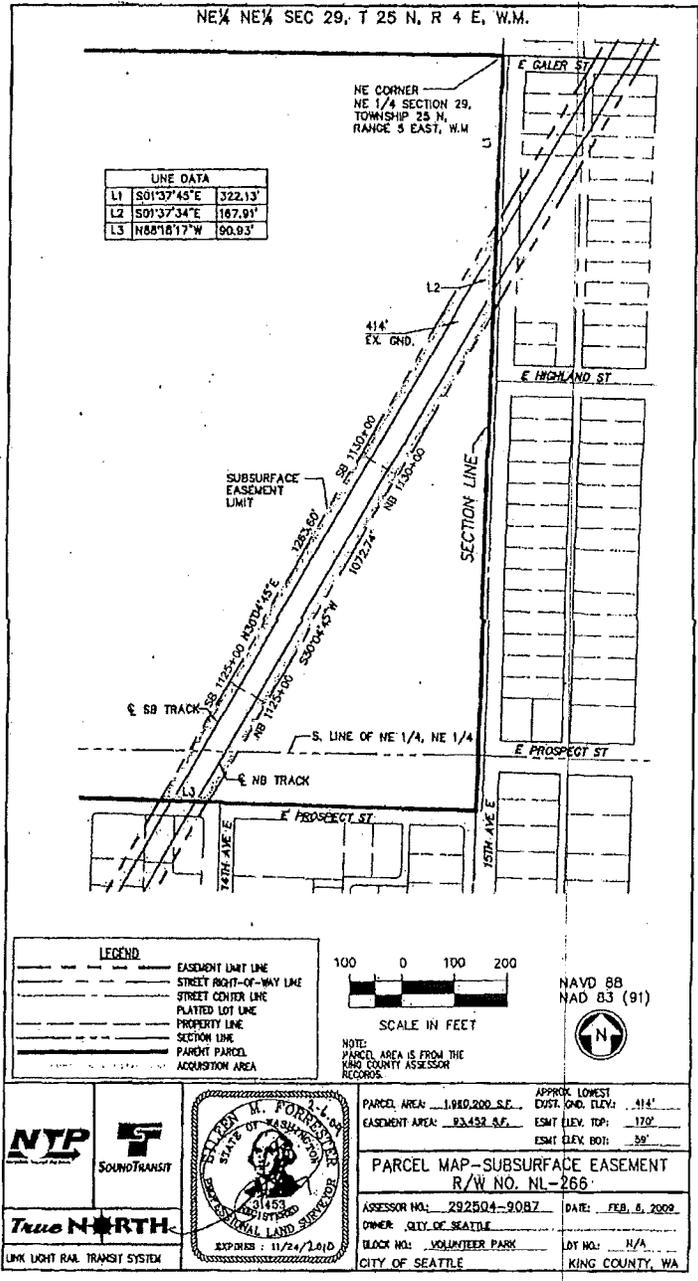
NL-266-SSE.doc Ellen M. Forrester 2/6/09

DPR Volunteer- Interlaken Easements ORD -- Exhibit B to Attachment 1



**EXHIBIT "C" TO TUNNEL EASEMENT  
Map of Tunnel Easement Area**

Terry Dunning  
DPR Volunteer Interlaken  
Easements ATT 1 EXH C  
October 28, 2010  
Version #1



DPR Volunteer- Interlaken Easements ORD -- Exhibit C to Attachment 1

215  
CITY  
CLERK

ATTACHMENT 2



WHEN RECORDED RETURN TO:

Real Estate Division  
Central Puget Sound Regional Transit Authority  
401 South Jackson Street  
Seattle, WA 98104-2826

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<b>Document Title:</b>	Tunnel Easement Agreement
<b>Reference Number of Related Document:</b>	N/A
<b>Grantor(s):</b>	City of Seattle
<b>Grantee:</b>	Central Puget Sound Regional Transit Authority
<b>Abbreviated Legal Description:</b>	Ptn. of Interlaken Park in the W ½ of SW ¼ Sec. 21 Twn 25 N Rng 4 E
<b>Additional Legal Description is on:</b>	Exhibits "A" and "B"
<b>Assessor's Tax Parcel Number(s):</b>	212504 9019

R/W No. NL 305

**TUNNEL EASEMENT AGREEMENT**

1. **Grant of Tunnel Easement.** THE CITY OF SEATTLE, a Washington municipal corporation ("Grantor"), for and in consideration of Forty Thousand Five Hundred and No/100 Dollars (\$40,500.00) in hand paid, hereby conveys to the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("Grantee"), a regional transit authority of the State of Washington, for the purposes described below, an exclusive permanent subsurface easement (the "Tunnel Easement") under the surface of and through a portion of Grantor's property. Grantor's property ("Grantor's Property") and the subsurface portion of Grantor's property that is subject to the Tunnel Easement ("Tunnel Easement Area") are legally described in Exhibit "A" and illustrated in Exhibit "B", both attached hereto and incorporated herein by this reference. The Tunnel Easement Area shall be a subsurface easement lying vertically between two horizontal planes at elevation 25 feet and elevation -40 feet, based on the North American Vertical Datum of 1988 (NAVD88), the top plane being approximately 75 feet below ground surface (BGS).



2. **Purpose of Tunnel Easement.** Grantee shall have the right to use the Tunnel Easement Area for all purposes necessary or incidental to Grantee's construction, operation, maintenance, use, modification, repair, and replacement of underground tunnels and related public transportation facilities, including but not limited to the right to construct, operate, maintain, modify, repair, replace, improve, remove, and use said tunnels, tunnel supports, roof, floor, and all utility lines or wires within said tunnels, together with the right to operate light rail trains and other public transportation vehicles and equipment within said tunnel, and for any related uses as Grantee may now or hereafter deem appropriate. All structures, materials, facilities, mechanical and electrical systems, utilities, equipment, furnishings, or improvements of any kind that are acquired, constructed, or installed in or upon the Tunnel Easement Area shall be and shall at all times remain the property of Grantee.

3. **Grantor's Use of Tunnel Easement Area.** Grantor shall not use any portion of the Tunnel Easement Area without the prior written consent of Grantee, which shall not be unreasonably withheld.

4. **Grantee's Use of Tunnel Easement Area.** Grantee may use the Tunnel Easement Area for the purposes and in the manner described herein. Grantee's normal operation of its Link light rail project (the "Project") is not anticipated to cause noise or vibration noticeable upon Grantor's Property or to cause subsidence or damage of any kind to Grantor's Property. Grantee shall at all times maintain its improvements and facilities in the Tunnel Easement Area in good condition and repair and in accordance with all applicable laws and regulations and shall at all times maintain the structural integrity of the Tunnel Easement Area and the support of the surface of Grantor's Property. 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 under this Tunnel Easement Agreement. Grantee's responsibility for such injury and damage shall include repair and restoration to original condition of any and all damage to the Grantor's real and personal property; and repair, replacement, or restoration to original condition of all damaged or destroyed structures, facilities, and improvements on the Grantor's Property, all at Grantee's sole cost and expense. In addition, if any voids are discovered within the Tunnel Easement Area or elsewhere within the predicted zone of influence of Grantee's tunneling activities, Grantee shall be responsible for expeditiously filling such voids and mitigating any related damage to Grantor's real or personal property.

Grantee shall implement, at its expense, a settlement-monitoring program before commencement of construction activities, and Grantee shall maintain such settlement-monitoring program at its expense during and up to four (4) months after construction of the two (2) light rail tunnels under Grantor's Property, or until August 31, 2012, whichever is later.

In the event that Grantee ceases to use the Tunnel Easement Area after boring of a tunnel or tunnels and prior to commencement of operation of the Project, then Grantee shall decommission the tunnel(s) at its sole cost and expense by plugging the tunnel(s) at both ends of the Tunnel Easement Area and completely filling the tunnel(s) in the Tunnel Easement Area with controlled density fill (CDF).



**5. Applicable Law and Indemnification.** Grantee shall at all times exercise its rights under this Tunnel Easement Agreement in accordance with the requirements of all applicable laws, orders, rules, and regulations of any public authority having jurisdiction. In the event the impacts of Grantee's uses of the Tunnel Easement Area as described herein are demonstrated to be incorrect, or in the event of Grantee's failure to maintain structural integrity of the Tunnel Easement Area or support of the surface or subsurface of Grantor's Property, or in the event of injury or damage to persons or property resulting directly or indirectly from damage on or to Grantor's Property from Grantee's exercise of Grantee's rights under this Tunnel Easement Agreement, Grantee agrees to indemnify, hold harmless, and defend Grantor from and against all damages, claims, and liabilities to the extent resulting therefrom, including attorney's fees and costs of suit, including any appeals thereof, except to the extent any of such damages, claims, or liabilities result from the negligence of Grantor.

**6. Binding Effect.** The Tunnel Easement is appurtenant to and shall run with all real property now owned or hereafter acquired by Grantee as part of the Project, which includes underground tunnels and related facilities operated by Grantee for high capacity transportation system purposes and shall inure to the benefit of Grantee, its successors and assigns and shall be binding upon the Grantor's Property and Grantor, and their respective heirs, successors, and assigns.

**7. Notices.** Any notices required or permitted under this Tunnel 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, 3<sup>rd</sup> Floor  
Seattle, WA 98134  
Attn: Property Management

and

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



Attn: Real Property Services

Dated as of the date fully executed by Grantor and Grantee.

**GRANTOR:**  
CITY OF SEATTLE

BY: \_\_\_\_\_  
ITS: Superintendent of Parks and Recreation                      Date

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

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_                      Date



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 \_\_\_\_\_ 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 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 Volunteer Interlaken  
Easements ATT 2 EXH A  
October 28, 2010  
Version #1

**EXHIBIT "A" EASEMENT**

R/W No. NL-305  
PIN 212504-9019  
CITY OF SEATTLE, A MUNICIPAL CORPORATION

**Grantor's Entire Parcel (Servient):**  
(According to King County Assessor's Abbreviated Legal Description)

INTER LAKEN PARK - DAF -  
POR SE 1/4 OF SW 1/4 LY SWLY OF BOYER AVE E;  
LESS INTERLAKEN ADD &  
LESS STS;

TGW POR NE 1/4 OF SW 1/4 PER SURV # 9903089002;  
TGW POR E 1/2 OF SW 1/4 OF SW 1/4 PER SURV #S REC #19990630900001 & 19990630900002;  
TGW POR W 1/2 OF SW 1/4 PER SURV'S REC #9901079004 & 9901079005;  
TGW NW 1/4 OF SD NW 1/4;

LESS POR IN CAPE HORN &  
LESS POR IN MONTLAKE ESTATES &  
LESS POR LY NELY OF SWLY LN OF LOTS 3 & 9 BOYER AVE 2<sup>ND</sup> ADD &  
LESS POR IN SEATTLE SP #2105812 REC #20020808900003 &  
LESS POR IN SEATTLE SP #8606882 REC #9101290183;

TGW POR SE 1/4 PER SURV REC #9903089005;  
TGW POR NE 1/4 OF SE 1/4 STR 20-25-4 PER SURV REC #9810129017;

LESS POR SD SURV PER SEATTLE ORD #'S 79711 & 80809;

TGW POR SE 1/4 OF NE 1/4 STR 20-25-4 PER SURVS REC #9901079006 & 9903089004;

LESS STS.

**Easement Area Acquired by Grantee (Dominant):**

THAT PORTION OF INTER LAKEN PARK DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHEAST CORNER OF PARCEL Y, OF CITY OF SEATTLE  
LOT BOUNDARY ADJUSTMENT NO. 3007260, RECORDED UNDER RECORDING NO. 20071211900002, IN  
KING COUNTY WASHINGTON;  
THENCE ALONG THE EASTERLY LINE OF SAID PARCEL Y, SOUTH 01°39'58" WEST 136.75 FEET TO THE  
TRUE POINT OF BEGINNING;  
THENCE NORTH 30°04'45" EAST 587.54 FEET TO THE SOUTHERLY LINE OF BLOCK 4, EAST  
GLENLAKEN PARK, ACCORDING TO THE UNRECORDED PLAT THEREOF;  
THENCE ALONG SAID SOUTHERLY LINE, SOUTH 69°51'07" EAST 81.22 FEET TO A LINE PARALLEL  
WITH AND 80.00 FEET SOUTHEASTERLY OF THE HEREINBEFORE DESCRIBED COURSE HAVING A  
BEARING OF "NORTH 30°04'45" EAST";  
THENCE ALONG SAID PARALLEL LINE, SOUTH 30°04'45" WEST 749.43 FEET TO SAID EASTERLY LINE  
OF PARCEL Y;  
THENCE ALONG SAID EASTERLY LINE, NORTH 01°39'56" EAST 168.13 FEET TO THE TRUE POINT OF  
BEGINNING.

CONTAINING 53,480 SQUARE FEET MORE OR LESS.

AND SHALL BE A SUBSURFACE EASEMENT LYING VERTICALLY BETWEEN TWO HORIZONTAL PLANES AT  
ELEVATION 25 FEET AND ELEVATION -40 FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988  
(NAVD88), THE TOP PLANE BEING APPROXIMATELY 75 FEET BELOW THE EXISTING GROUND SURFACE.

JAN 13 2009

NL-305-SSE.doc Eileen M. Forrester 9/29/07

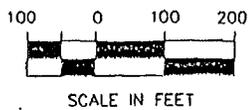
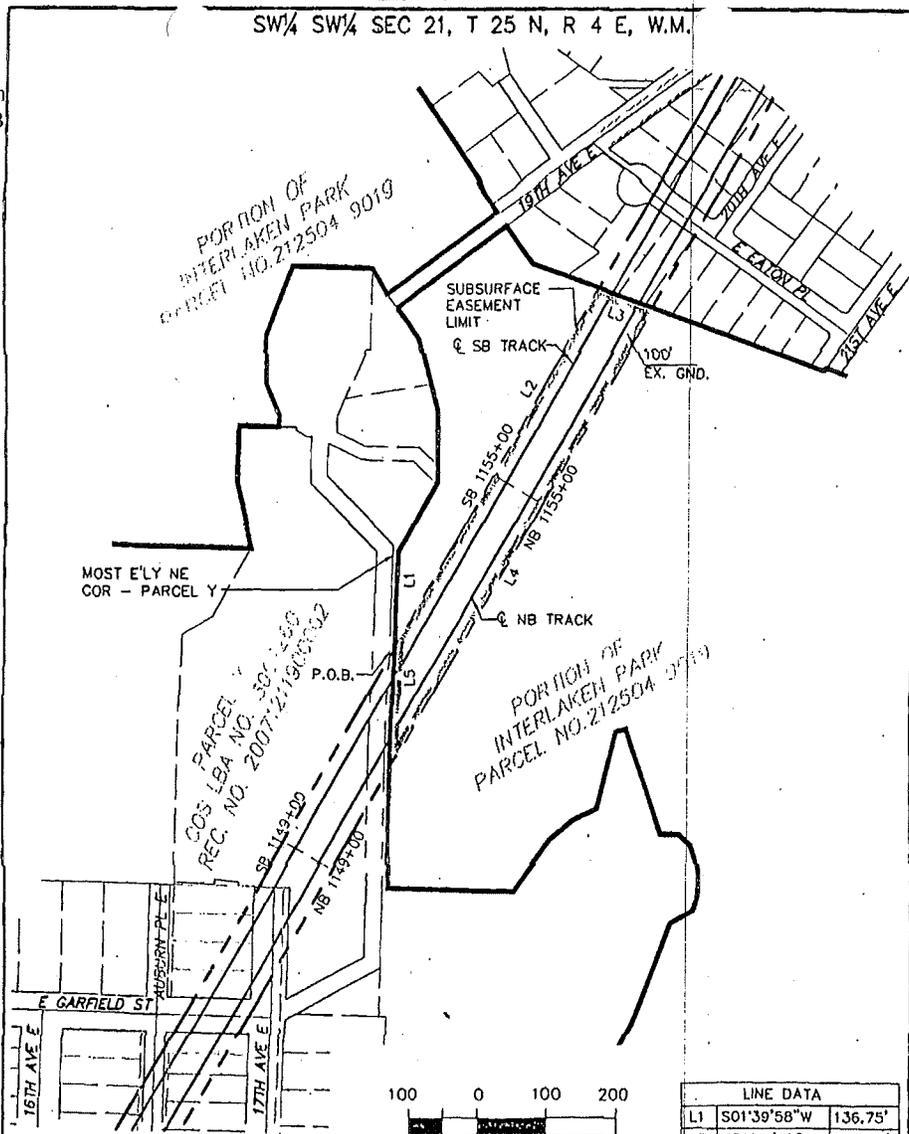
DPR Volunteer- Interlaken Easements ORD -- Exhibit A to Attachment 2



Exhibit B

SW¼ SW¼ SEC 21, T 25 N, R 4 E, W.M.

Terry Dunning  
 DPR Volunteer Interlaken  
 Easements ATT 2 EXH B  
 October 28, 2010  
 Version #1



LINE DATA		
L1	S01°39'58"W	136.75'
L2	N30°04'45"E	587.54'
L3	S69°51'07"E	81.22'
L4	S30°04'45"W	749.43'
L5	N01°39'56"E	168.13'

LEGEND	
	EASEMENT LIMIT LINE
	STREET RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PLATTED LOT LINE
	PROPERTY LINE
	PARENT PARCEL
	ACQUISITION AREA

JAN 13 2009

NAVD 88  
 NAD 83 (91)



NOTE:  
 PARCEL AREA IS FROM THE  
 KING COUNTY ASSESSOR  
 RECORDS.

 		PARCEL AREA: 2,187,405 S.F. EASEMENT AREA: 53,480 S.F.	APPROX. LOWEST EXIST. GND. ELEV.: 100' ESMT ELEV. TOP: 25' ESMT ELEV. BOT: -40'
		<b>PARCEL MAP-SUBSURFACE EASEMENT</b> R/W NO. NL-305	
True NORTH LINK LIGHT RAIL TRANSIT SYSTEM		ASSESSOR NO.: 212504 9019    DATE: SEPT. 29, 2008 OWNER: CITY OF SEATTLE, A MUNICIPAL CORPORATION BLOCK NO.: INTERLAKEN PARK    LOT NO.: N/A CITY OF SEATTLE    KING COUNTY, WA	



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

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

**Legislation Title:**

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.

**Summary of the Legislation:**

This legislation authorizes the Superintendent of Parks and Recreation to execute easement agreements with Sound Transit authorizing construction, maintenance, and operation of tunnels under Interlaken Park and Volunteer Park.

**Background:**

The proposed easements will be part of the tunnel system under Capitol Hill that will connect the University District to Downtown by light rail. Authorizing the easements is consistent with several past acts of the City supporting the University Link section of the regional light rail system. Ordinance 118927, passed in 1998, authorized the execution of a Memorandum of Agreement (MOA) between Sound Transit and the City related to light rail development and station area planning within the city. The MOA articulated a mutual desire to work efficiently and cooperatively in many areas to facilitate the construction and operation of the light rail system. This legislation is consistent with the prior agreement.

Total compensation for the two easements is \$191,500 (\$40,500 for Interlaken Park and \$151,000 for Volunteer Park). The property rights have been appraised by an independent appraiser, and the appraisals have been reviewed and accepted by the City.

The tunnel will pass under Interlaken Park at a depth of approximately 75 feet from the top of the tunnel to the surface for 1,155 linear feet. The tunnel under Volunteer Park will extend for 1,263.6 linear feet at a depth of 244 feet (top of tunnel to surface). Various steps have been taken to assure the stability and safety of surface features at Volunteer Park, especially the water tower and the Asian Art Museum. These features will be closely monitored with a variety of surface and subsurface sensors to assure that vibration and construction activities have no impacts. There are no surface improvements at Interlaken, but Sound Transit will monitor the park to detect any surface settling or subsurface voids.

This legislation is subject to the requirements of Ordinance 118477 and therefore requires a public hearing and a finding that the use is necessary, has no reasonable and practical alternative



and meets the criteria of Section 3 of Ordinance 118477, namely that these are subsurface easements compatible with park use.

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
<b>TOTAL</b>	N/A	N/A	N/A	N/A

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	Sale of easements	\$191,500	N/A
<b>TOTAL</b>			<b>\$191,500</b>	

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*
<b>TOTAL</b>	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
<b>TOTAL</b>	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 \$191,500 in revenue from the sale of the underground easements to Sound Transit.

**Does this legislation affect any departments besides the originating department?** No

**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:** None





City of Seattle  
Office of the Mayor

November 23, 2010

Honorable Richard Conlin  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Conlin:

I am transmitting the attached proposed Council Bill authorizing the Superintendent of Parks and Recreation to sign and convey easements to Sound Transit for light rail tunnels under Volunteer and Interlaken Parks. These easements will allow Sound Transit to tunnel under each of the parks, and construct and operate part of the University Link Light Rail Project connecting downtown with the University District.

The proposed Council Bill is consistent with prior acts by the City to support the construction and operation of light rail and the University Link. The property rights to be conveyed have been appraised, and the appraisals have been reviewed and accepted by City appraisal staff. The construction of the tunnels is not anticipated to have any surface impact on Volunteer Park or Interlaken Park.

This Council Bill will continue the cooperation between the City and Sound Transit as we move forward with the provision of more transit alternatives to serve the citizens of Seattle. Thank you for your consideration of this legislation. Should you have questions, please contact Terry Dunning in the Department of Parks and Recreation at 684-4860.

Sincerely,

*Deputy Mayor*  
*Paul Smith for*  
*Mayor Mike McSeinn*

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



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STATE OF WASHINGTON – KING COUNTY

--SS.

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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 12<sup>th</sup> 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

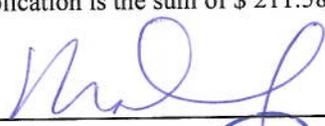
was published on

12/24/10

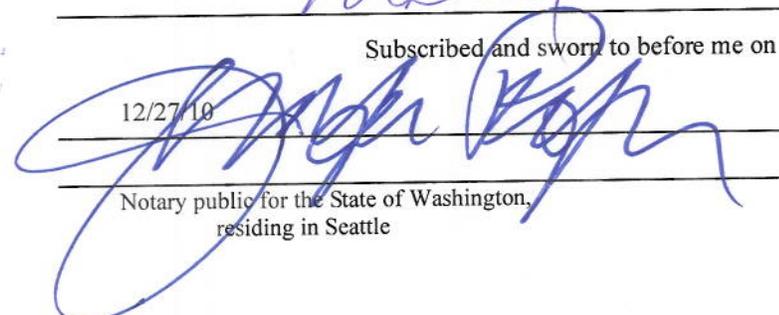
The amount of the fee charged for the foregoing publication is the sum of \$ 211.58, which amount has been paid in full.



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.

Publication ordered by the City Clerk  
Date of publication in the Seattle Daily  
Journal of Commerce, December 24, 2010.  
12/24(264919)

fidavit