

ORDINANCE No. 124228

COUNCIL BILL No. 117826

*E. Bagshaw*

# The City of Seattle--Legislative Department

AN ORDINANCE relating to Department of Parks and Recreation; authorizing the Superintendent of Parks and Recreation to grant and convey easement rights under portions of Rainbow Point 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 grant of a permanent subsurface easement meets the requirements of Ordinance 118477, adopting Initiative 42.

## REPORT OF COMMITTEE

Date Reported and Adopted \_\_\_\_\_

Honorable President: \_\_\_\_\_

Your Committee on \_\_\_\_\_

to which was referred the within Council Bill No. \_\_\_\_\_ report that we have considered the same and respectfully recommed that the same:

COMPTRROLLER FILE No. \_\_\_\_\_

Introduced: <u>7-8-13</u>	By: <u>Bagshaw</u>
Referred: <u>7-8-13</u>	To: <u>Parks and Neighborhoods</u>
Referred:	To:
Referred:	To:
Reported:	Second Reading:
Third Reading: <u>7-22-13</u>	Signed: <u>7-22-13</u>
Presented to Mayor: <u>7-23-13</u>	Approved: <u>7-31-13</u>
Returned to City Clerk: <u>7-31-13</u>	Published: <u>TITLE</u>
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained:

7/18/13      PASS      3-0 (SB, JG, TR)

Full Council:  
7-22-13      Passed      9-0

*Law Department*

Committee Chair

ORDINANCE 124228

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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 Rainbow Point 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 grant of a permanent subsurface easement meets 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, on September 24, 2007, the Seattle City Council adopted Resolution 30993 (superseding Resolution 30128), which approved the alignment, location of stations, and maintenance base location for the light rail system; and

WHEREAS, the alignment of the light rail system, passes below the surface of portions of Rainbow Point Park; and

WHEREAS, Sound Transit will be constructing, and operating light rail tunnels under Rainbow Point Park, under the jurisdiction of the Department of Parks and Recreation, and Sound Transit requires permanent use of underground portions of the park for construction and light rail train operations; and

WHEREAS, the City and Sound Transit have agreed on the terms and fair market value of the subsurface tunnel easement; 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 a permanent subsurface  
3 easement at Rainbow Point Park to the Central Puget Sound Regional Transit Authority (“Sound  
4 Transit”) for the purposes of installing, repairing, maintaining, and operating tunnels for light rail  
5 service is necessary because there is no reasonable and practical alternative and such subsurface  
6 easement is compatible with park use, thereby meeting the requirements of Ordinance 118477.

7  
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 a tunnel easement agreement with  
10 Sound Transit, substantially in the form of Attachment 1, attached hereto and incorporated by  
11 this reference (“Tunnel Easement Agreement”), concerning the real property described in  
12 Attachment 1.

13  
14 Section 3. Consideration for the Tunnel Easement Agreement paid by Sound Transit, as  
15 provided in Attachment 1, shall be deposited as follows:

16

Fund Name and Number	Department	Revenue Source	2013 Revenue	2014 Revenue
Parks and Recreation Fund (10200)	Parks and Recreation	Sale of easement	\$6,800	N/A
<b>TOTAL</b>			<b>\$6,800</b>	

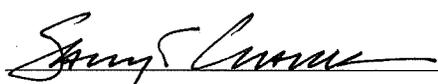
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21 Section 4. This ordinance shall take effect and be in force 30 days after its approval by  
22 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
23 shall take effect as provided by Seattle Municipal Code Section 1.04.020.  
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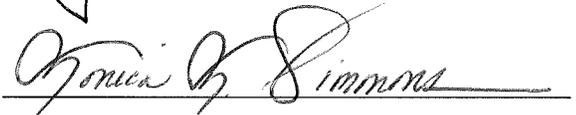
Passed by the City Council the 22<sup>nd</sup> day of July, 2013, and  
signed by me in open session in authentication of its passage this  
22<sup>nd</sup> day of July, 2013.

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

Approved by me this 31<sup>st</sup> day of July, 2013.

  
\_\_\_\_\_  
Michael McGinn, Mayor

Filed by me this 31<sup>st</sup> day of July, 2013.

  
\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1: Tunnel Easement Agreement

- Exhibit A to Attachment 1: Legal Description of Grantor's Property and Tunnel Easement Area
- Exhibit B to Attachment 1: Map of Grantor's Property and Tunnel Easement Area



**Attachment 1  
Tunnel Easement Agreement**



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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**TUNNEL EASEMENT AGREEMENT**

**Grantor(s):** City of Seattle, a municipal corporation

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

**Abbreviated Legal Description:** BLK 12-13 LOT 1 & WALLINGFORD PARK ADD LOT 1 OF BLK 12 TGW 2-3-4 BLK 13 OF SD ADD ALL LY NLY OF FREEWAY

**Assessor's Tax Parcel No.(s):** 913710-0460

**ROW No.(s):** NG775

**1. Grant of Tunnel Easement.** THE CITY OF SEATTLE, a Washington municipal corporation ("Grantor"), for and in consideration of Six Thousand Eight Hundred and No/100 Dollars (\$6,800.00) 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 reference. The Tunnel Easement Area is a subsurface area lying between elevation 197' and elevation 134', North American Vertical Datum of 1988 (NAVD88), the top plane being approximately 87 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 tunnels, 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 light rail trains and other public transportation vehicles and equipment 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 commencing no later than the start of construction of the tunnels under Grantor's Property and continuing until the later of four (4) months after construction of the tunnels under Grantor's Property is complete or May 31, 2018.

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 its light rail trains, 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 its light link rail 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

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

Exhibit A.    Legal Description of Grantor's Property and Tunnel Easement Area  
Exhibit B.    Illustration of Grantor's Property and Tunnel Easement

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 is/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: \_\_\_\_\_



**EXHIBIT A**  
**Legal Description of Grantor's Property and Tunnel Easement Area**

**Grantor's Entire Parcel (Servient):**  
(According to Statutory Warranty Deed, King County Recording No. 6726365)

ALL THAT PORTION OF LOT 1 IN BLOCK 12 OF WALLINGFORD'S PARK DIVISION OF GREEN LAKE ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 38, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 255 FEET NORTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE CENTERLINE SURVEY OF PRIMARY STATE HIGHWAY #1 (SR 5) SEATTLE FREEWAY, EAST 43RD STREET TO EAST 75TH STREET; ALSO ALL THAT PORTION OF LOTS 2, 3 AND 4 IN BLOCK 13 OF WALLINGFORD'S PARK DIVISION OF GREEN LAKE ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 38, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE LINE COMMON TO LOT 1 IN BLOCK 12 AND LOT 4 IN BLOCK 13 OF SAID PLAT, WHICH POINT IS 255 FEET EASTERLY, WHEN MEASURED RADIALLY, FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO.1 (SR 5), SEATTLE FREEWAY, EAST 43RD STREET TO EAST 75TH STREET, AND RUNNING THENCE NORTH 84°36'00" EAST 110 FEET MORE OR LESS, TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 2 IN BLOCK 13, AND THE TERMINUS OF SAID LINE;

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

**For Subsurface Tunnel:**

THAT PORTION OF LOT 1 IN BLOCK 12 OF WALLINGFORD'S PARK DIVISION OF GREEN LAKE ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 38, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF A LINE DRAWN PARALLEL WITH AND 255 FEET NORTHEASTERLY WHEN MEASURED AT RIGHT ANGLES AND/OR RADIALLY FROM THE CENTERLINE SURVEY OF PRIMARY STATE HIGHWAY #1 (SR 5) SEATTLE FREEWAY, EAST 43RD STREET TO EAST 75TH STREET; ALSO THAT PORTION OF LOTS 2, 3 AND 4 IN BLOCK 13 OF WALLINGFORD'S PARK DIVISION OF GREEN LAKE ADDITION TO THE CITY OF SEATTLE, AS PER PLAT RECORDED IN VOLUME 4 OF PLATS, PAGE 38, RECORDS OF KING COUNTY, WASHINGTON, LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE LINE COMMON TO LOT 1 IN BLOCK 12 AND LOT 4 IN BLOCK 13 OF SAID PLAT, WHICH POINT IS 255 FEET EASTERLY, WHEN MEASURED RADIALLY, FROM THE CENTERLINE OF PRIMARY STATE HIGHWAY NO. 1 (SR 5), SEATTLE FREEWAY, EAST 43RD STREET TO EAST 75TH STREET, AND RUNNING THENCE NORTH 84°36'00" EAST 110 FEET MORE OR LESS, TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID LOT 2 IN BLOCK 13, AND THE TERMINUS OF SAID LINE, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWESTERLY CORNER THEREOF, BEING THE NORTHWESTERLY CORNER OF SAID LOT 1;  
THENCE S49°36'55"E ALONG THE NORTHEASTERLY LINE THEREOF, THE SAME BEING THE SOUTH LINE OF NORTHEAST BANNER PLACE, A DISTANCE OF 31.74 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;  
THENCE S38°02'48"E A DISTANCE OF 64.58 FEET TO THE SOUTH LINE THEREOF AT A POINT 18.07 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER THEREOF, BEING THE END OF THE HEREIN DESCRIBED LINE.

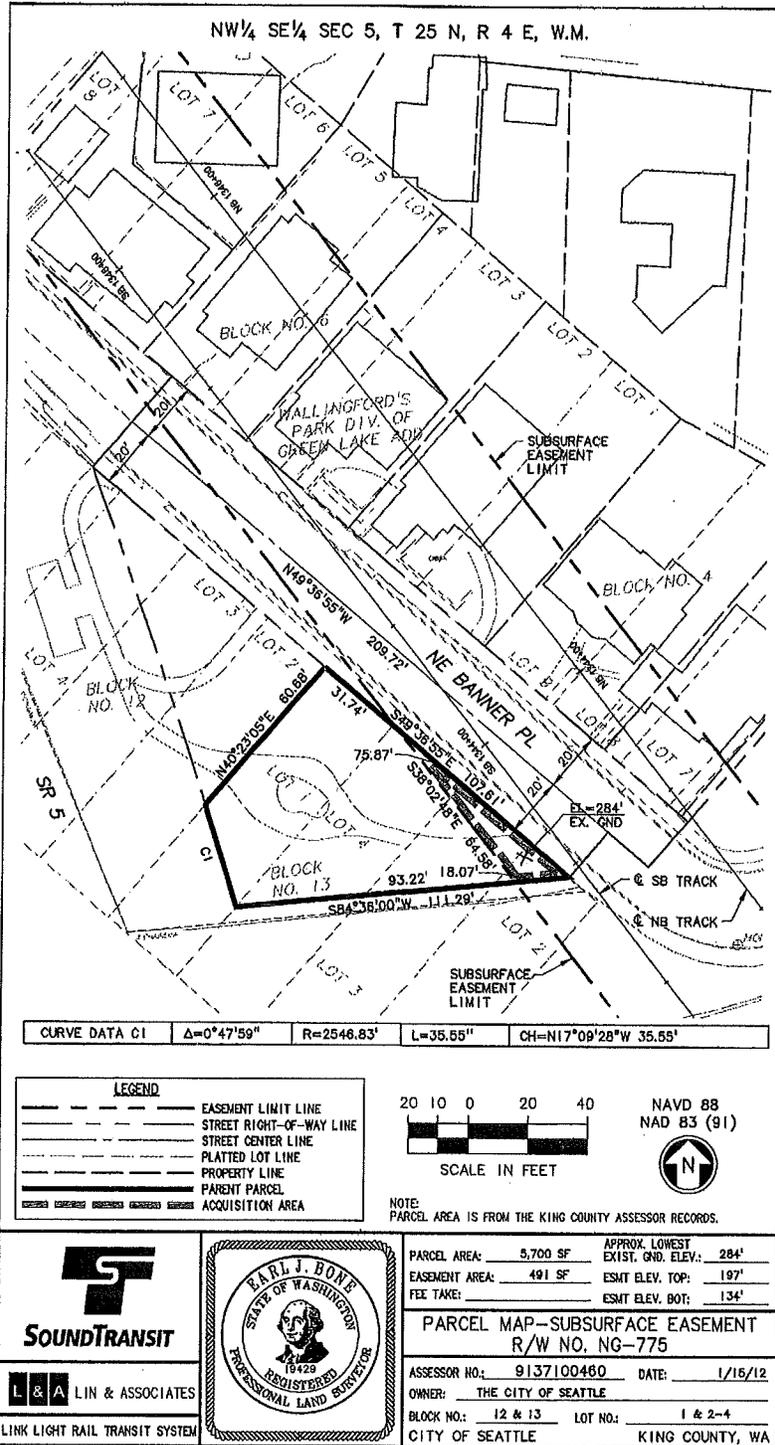
CONTAINING 491 SQUARE FEET MORE OR LESS.

AND SHALL BE A SUBSURFACE EASEMENT LYING VERTICALLY BETWEEN TWO HORIZONTAL PLANES AT ELEVATION 197 FEET AND ELEVATION 134 FEET, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), THE TOP PLANE BEING APPROXIMATELY 87 FEET BELOW THE EXISTING GROUND SURFACE.



## EXHIBIT B

### Map of Grantor's Property and Tunnel Easement Area



**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>CBO Analyst/Phone:</b>
Parks and Recreation	Donald Harris/684-8018	Jeff Muhm/684-8049

**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 Rainbow Point 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 grant of a permanent subsurface easement meets the requirements of Ordinance 118477, adopting Initiative 42.

**Summary of the Legislation:**

This legislation authorizes the Superintendent of Parks and Recreation to execute a tunnel easement agreement with Sound Transit authorizing construction, maintenance, and operation of a tunnel under Rainbow Point Park at NE Banner Place in northeast Seattle.

**Background:**

The proposed easement will be part of the North Link that will connect the University District to Northgate by light rail. Authorizing the tunnel easement agreement is consistent with several past acts of the City supporting 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 easement is \$6,800. The property rights have been appraised by an independent appraiser, and the appraisal has been reviewed and accepted by the City.

The tunnel will pass under Rainbow Point Park at NE Banner Place at a depth of approximately 87 feet from the top of the tunnel to the surface for 65 linear feet. There are no surface improvements at Rainbow Point Park, 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 this is a subsurface tunnel easement compatible with park use.



This legislation does not have any financial implications.

  X   This legislation has financial implications.

Appropriations: N/A

Fund Name and Number	Department	Budget Control Level*	2013 Appropriation	2014 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	2013 Revenue	2014 Revenue
Parks and Recreation Fund 10200	Parks and Recreation	Sale of easement	\$6,800	N/A
<b>TOTAL</b>			\$6,800	

Revenue/Reimbursement Notes: The \$6,800 in revenue is a one-time payment for the value of the tunnel easement.

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	2013 Positions	2013 FTE	2014 Positions*	2014 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**

<b>Fund Name &amp; #</b>	<b>Department</b>	<b>Budget Control Level*</b>	<b>2013 Expenditures</b>	<b>2014 Anticipated Expenditures</b>
<b>TOTAL</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

Spending/Cash Flow Notes:

**Other Implications:**

- a) **Does the legislation have indirect financial implications, or long-term implications?**  
No
- b) **What is the financial cost of not implementing the legislation?**  
Loss of \$6,800 in revenue from the sale of the underground tunnel easement
- c) **Does this legislation affect any departments besides the originating department?**  
No
- d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None have been identified
- e) **Is a public hearing required for this legislation?**  
Yes
- f) **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?**  
No
- g) **Does this legislation affect a piece of property?**  
Yes, map attached.
- h) **Other Issues:** None

**List attachments to the fiscal note below:**

Attachment 1: Map of Rainbow Point Park at NE Banner Place



### ATTACHMENT 1 Map of Rainbow Point Park





City of Seattle  
Office of the Mayor

June 18, 2013

Honorable Sally J. Clark  
President  
Seattle City Council  
City Hall, 2<sup>nd</sup> Floor

Dear Council President Clark:

I am transmitting the attached proposed Council Bill authorizing the Superintendent of Parks and Recreation to sign and convey a tunnel easement to Sound Transit for light rail tunnels under Rainbow Point Park at NE Banner Place in northeast Seattle. This easement will allow Sound Transit to tunnel under the park, and construct and operate part of the North Link Light Rail Project connecting the University District with Northgate.

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 appraisal has been reviewed and accepted by City appraisal staff. The construction of the tunnels is not anticipated to have any surface impact on Rainbow Point Park.

This proposed 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 Donald Harris in the Department of Parks and Recreation at 684-8018.

Sincerely,

Michael McGinn  
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

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

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



---

STATE OF WASHINGTON -- KING COUNTY

--SS.

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301404  
CITY OF SEATTLE, CLERKS OFFICE

No.

**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.

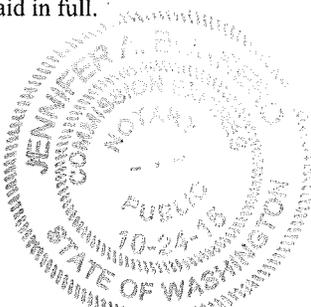
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:124227-124237 TITLE

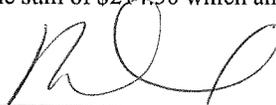
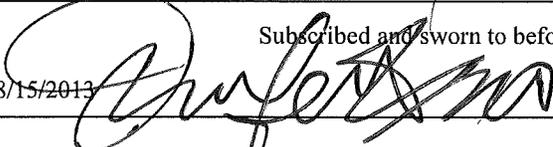
was published on

08/15/13

The amount of the fee charged for the foregoing publication is the sum of \$214.50 which amount has been paid in full.



Affidavit of Publication

  
\_\_\_\_\_  
Subscribed and sworn to before me on  
08/15/2013   
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle

The full text of the following legislation, passed by the City Council on July 22, 2013, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

### ORDINANCE NO. 124227

AN ORDINANCE relating to historic preservation, imposing controls upon the Ballard Carnegie Free Public Library Building, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

### ORDINANCE NO. 124228

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 Rainbow Point 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 grant of a permanent subsurface easement meets the requirements of Ordinance 118477, adopting Initiative 42.

### ORDINANCE NO. 124229

AN ORDINANCE relating to the "Agreement for Sewage Disposal" between the City of Seattle and the Municipality of Metropolitan Seattle dated January 26, 1961, and amended by "Supplemental Agreement No. 2" executed February 15, 1962; authorizing the Director of Seattle Center to convey an easement to King County through Seattle Center land in partial satisfaction of City of Seattle obligations under the "Agreement for Sewage Disposal".

### ORDINANCE NO. 124230

AN ORDINANCE relating to revenues generated from the use of school zone fixed automated traffic cameras; creating a fund for depositing such revenues; and adopting financial policies for the City of Seattle governing the fund.

### ORDINANCE NO. 124231

AN ORDINANCE relating to the Department of Parks and Recreation; authorizing the acquisition of a portion of the real property commonly known as the Port of Seattle's West Yard; authorizing the acceptance and recording of the deed for open space, park and recreation purposes; authorizing the 2008 Parks and Green Spaces Levy Oversight Committee to perform all functions of the 2000 Neighborhood Parks, Green Spaces, Trails, and Zoo Levy; deleting a project from the Acquisition Category and a project from the Development Category of the 2000 Neighborhood Parks, Green Spaces, Trails, and Zoo Levy; reallocating funds to the Opportunity Fund categories of the 2000 Neighborhood Parks, Green Spaces, Trails, and Zoo Levy and the 2008 Parks Levy; abandoning certain appropriations to the Department of Parks and Recreation effective as of January 1, 2013; increasing the appropriations to the Department of Parks and Recreation in the 2013 Adopted Budget; amending the 2013-2018 Adopted Capital Improvement Program; and ratifying and confirming certain prior acts; all by three-fourths vote of the City Council.

### ORDINANCE NO. 124232

AN ORDINANCE relating to the Department of Finance and Administrative Services; amending Ordinance 121969 regarding the grant of an easement to Puget Sound Energy for a nonexclusive easement over, under, through, across and upon a portion of the property known as the Joint Training Facility, located at 9401 Myers Way South.

### ORDINANCE NO. 124233

AN ORDINANCE relating to City employment and the 2013 Adopted Budget; authorizing the execution of a collective bargaining agreement between the City of Seattle and the Seattle Police Officers' Guild to be effective January 1, 2011 through December 31, 2014; authorizing the execution of memoranda of understanding between the City of Seattle and the Seattle Police Officers' Guild; amending Ordinance 124058 by increasing appropriations to the Police Department for providing the 2012 and 2013 payments therefor; and ratifying and confirming prior acts.

### ORDINANCE NO. 124234

AN ORDINANCE relating to City employment, adopting a 2013 Citywide Position List.

### ORDINANCE NO. 124235

AN ORDINANCE relating to the Downtown Parking and Business Improvement Area (known as the Metropolitan Improvement District); amending Ordinance 124176 to correct a technical error in the special assessment rate schedule; and ratifying and confirming certain prior acts.

### ORDINANCE NO. 124236

AN ORDINANCE relating to historic preservation, imposing controls upon the Anhalt Apartment Building at 1600 East John Street, a landmark designated by the Landmarks Preservation Board under Chapter 25.12 of the Seattle Municipal Code, and adding it to the Table of Historical Landmarks contained in Chapter 25.32 of the Seattle Municipal Code.

### ORDINANCE NO. 124237

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

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of affidavit