#1
117370

Carolyn Johnson
SPU Sound Transit Land Transfer ORD
September 16, 2011
Version #3

ORDINANCE _____

AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property interests acquired for municipal utility purposes to be surplus to the City's needs; authorizing the Director of Seattle Public Utilities to sell, grant or accept certain fee and easement interests to and from the Central Puget Sound Regional Transit Authority and to the State of Washington Department of Transportation, all of which are necessary as part of the construction of the initial segment of the Central Link Light Rail Project from downtown Seattle to Tukwila; approving a partial transfer of jurisdiction of real property from Seattle Public Utilities to Seattle City Light; and ratifying and confirming certain prior acts.

WHEREAS, in 1998, by Ordinance 118927, the City of Seattle (City) authorized an intergovernmental cooperation agreement with Central Puget Sound Regional Transit Authority (Sound Transit) to facilitate completion of its light rail project in an efficient manner and to ensure coordination with local land use and transportation plans within the City of Seattle; and

WHEREAS, in 2001, Sound Transit selected the Initial Segment of the Central Link Light Rail Project, including the location of the stations from downtown Seattle to Tukwila with connections to the airport, the Beacon Hill Tunnel and the maintenance facility; and

WHEREAS, to construct the west portal of the Beacon Hill Tunnel around 10th Avenue South between South Forest Street and South Stevens Street; the maintenance facility from 7th Avenue South to Airport Way South and from South Forest Street to south of South Hinds Street; and a portion of the aerial guideway in the City of Tukwila; the City of Seattle and Sound Transit agreed to cooperate to exchange various real property rights between property owned by Sound Transit and the City of Seattle, under the jurisdiction of Seattle Public Utilities (SPU), in the vicinity of the Project; and

WHEREAS, the City and Sound Transit have agreed to the final terms and conditions on all the transactions and a final transfer of payment from Sound Transit to SPU to complete the transactions; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Pursuant to the provisions of RCW 35.94.040, and after a public hearing, the interests in real property as described in Attachments 2, 3, 4, 5, 6, and 8 within the Cities of

COUNCIL CLERK

Seattle and Tukwila, Washington, are hereby found and declared to be no longer required for providing public utility service and to be surplus to the City's needs.

Section 2. The Director of Seattle Public Utilities (SPU) or his designee is authorized to accept or grant any deeds and execute any other necessary documents, on behalf of the City of Seattle, and to take any necessary actions to effectuate the real property transactions between the City of Seattle and Sound Transit or the State of Washington Department of Transportation as follows:

1. Pursuant to Lot Boundary Adjustment No. 3007078, approved August 7, 2007, King County Recording No. 20110112900001:
   a. Accept a quit claim deed from Sound Transit for a portion of King County Parcel No. 7666203115, substantially as shown and as legally described in Attachment 1.
   b. Grant a statutory warranty deed to Sound Transit for a portion of King County Parcel No. 7666203010, substantially as shown and as legally described in Attachment 2.
2. On the remaining and reconfigured portion of King County Parcel No. 7666203010:
   a. Grant easement rights for transit facilities to Sound Transit on a portion of the parcel, as substantially shown and as legally described in Attachment 3.
   b. Grant easement rights for storm drainage facilities to Sound Transit and the State of Washington Department of Transportation on a portion of the parcel, as substantially shown and as legally described in Attachments 4 and 5.
3. Regarding King County Parcel No. 7666203076:

COUNCIL CLERK

a. Grant a quitclaim deed to Sound Transit for the entire parcel, as substantially shown and as legally described in Attachment 6.

b. Accept easement rights for storm drainage facilities from Sound Transit over, through and under the entire parcel, as substantially shown and as legally described in Attachment 7.

4. Grant easement rights for transit facilities to Sound Transit along SPU right of way in the City of Tukwila on a portion of King County Parcel No.0323049065, as substantially shown and as legally described in Attachment 8.

5. Execute an overall summary agreement of the various transactions, including acceptance of a net final payment of $257,688, from Sound Transit to Seattle Public Utilities, as substantially shown in Attachment 9.

Section 3. The property interests acquired through this ordinance are placed under the jurisdiction of Seattle Public Utilities.

Section 4. A portion of King County Parcel No. 7666203140 as legally described in Attachment 10, which is currently under the jurisdiction of Seattle Public Utilities, is hereby transferred to be under the jurisdiction of Seattle City Light.

Section 5. Any act consistent with the authority of this ordinance, but taken prior to its effective date, is hereby ratified and confirmed.

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

COUNCIL CLERK

Passed by the City Council the ____ day of _____, 2011, and signed by me in open session in authentication of its passage this _____ day of _____, 2011.

_____

President _____of the City Council

Approved by me this ____ day of _____, 2011.

_____

Michael McGinn, Mayor

Filed by me this ____ day of _____, 2011.

_____

Monica Martinez Simmons, City Clerk

(Seal)

Attachment 1 - Quit Claim Deed from Sound Transit to SPU for portion of King County Parcel No. 7666203115

Attachment 2 - Statutory Warranty Deed from SPU to Sound Transit for portion of King County Parcel No. 7666203010

Attachment 3 - Transitway Easement from SPU to Sound Transit on a portion of King County Parcel No. 7666203010

Attachment 4 - Storm Drain Easement from SPU to Sound Transit on a portion of King County Parcel No. 7666203010

COUNCIL CLERK

Attachment 5 - Storm Drain Easement from SPU to the State of Washington Department of Transportation on a portion of King County Parcel No. 7666203010

Attachment 6 - Quit Claim Deed from SPU to Sound Transit for King County Parcel No. 7666203076

Attachment 7 - Storm Regulator Easement from Sound Transit to SPU on King County Parcel No. 766620376

Attachment 8 - Transitway Easement from SPU to Sound Transit on a portion of King County Parcel No. 0323049065

Attachment 9 - Overall agreement between SPU and Sound Transit

Attachment 10 - Legal Description for Partial Transfer of Jurisdiction from SPU to SCL for a portion of King County Parcel No. 7666203140

COUNCIL CLERK

ATTACHMENT 1

When Recorded Return to:
Sound Transit Real Estate
Union Station
401 S. Jackson Street
Seattle, WA 98104-2826

Document Title:	Quitclaim Deed
Reference Number of Related Document:	Recording Number 20050228002016
Grantor:	Central Puget Sound Regional Transit Authority
Grantee:	The City of Seattle, acting by and through Seattle Public Utilities
Abbreviated Legal Description:	Portion of Former Burlington Northern and SantaFe RailWay Company's Thirty Foot Wide Parcel In Block 18 of Hanford's Addition To South Seattle and Vacated Forest Street
Assessor's Tax Parcel Number:	7666203115
Sound Transit ROW Number:	BH008

SPU R/W# 51-326

QUITCLAIM DEED

The GRANTOR, **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington,** for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, conveys and quitclaims to the GRANTEE, **The City of Seattle,** a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, all interest in the following described real estate, and any after acquired interest therein, situated in County of King, State of Washington.

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO a Drainage Easement conveyed to the State of Washington recorded under King County Recording Number 20050228002016

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 1
August 1, 2011
Version #2

ATTACHMENT 1

GRANTOR: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington

By: _____
Its: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of Central Puget Sound Regional Transit Authority, a regional transportation authority of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____
Notary Public in and for the State of Washington,
residing at _____

My commission expires _____

COUNCIL CLERK

ATTACHMENT 1

EXHIBIT A

That Portion of the (former) Burlington Northern And Santa Fe Railway Company's Thirty-Foot Wide Parcel Lying Within Block 18 of Hanford's Addition to South Seattle as Recorded In Volume 1 of Plats, Pages 37, Records of King County, State of Washington) And That Portion of Said Railroad Parcel Within Vacated South Forest Street Lying Southerly of The South Line of The Forest Street Ramp Right of Way of Interstate 5 (The Specific Details concerning all of Which May be Found on Sheet 17 of that certain plan entitled S.R. 5, Norfolk St. To Bayview St., now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, approved October 2, 1962), Lying Northerly of the following described line:

Beginning at the SouthWest Corner of Lot 5, Block 232 of Seattle Tide Lands according to the official maps on file in the office of the commissioner of Public Lands in Olympia, Washington;
Thence S88°35'54"E along the South Line of said Lot a distance of 78.48 Feet;
Thence N01°08'17"E a distance of 39.89 feet;
Thence S88°51'43"E a distance of 95.31 feet to the beginning of a curve to the right having a Radius of 1287.95 Feet;
Thence Easterly along said curve through a central angle of 02°42'18" an arc length of 60.81 feet to the East Line of said Block 18, being the end of the herein described line.

Containing 3,058 square feet more or less.

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 2
August 1, 2011
Version#2

ATTACHMENT 2

When Recorded Return To:
Seattle City of
SPU/Facilities & Real Property Services
PO Box 34018
Seattle, WA 98124-4018

Document Title:	Statutory Warranty Deed
Grantor:	City of Seattle
Grantee:	Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:	Portion of Lots 5-8 Seattle Tide Lands Block 232, Portion of Lots 7-8 Hanford's Addition Block 18.
Assessor's Tax Parcel No.:	7666203010
Sound Transit ROW Number:	BH006

SPU R/W#51-923

STATUTORY WARRANTY DEED

THE GRANTOR, **The City of Seattle,** a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, for and in consideration of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, in hand paid, conveys and warrants to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington,** the real estate situated in the County of King, State of Washington described as follows:

See Exhibit A attached hereto and made a part hereof.

Subject to any and all matters of record, including but not limited to applicable exceptions as described in Schedule B of Title Report No. _____ by First American Title Insurance Company National Commercial Services, attached as Exhibit B hereto and made a part hereof.

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 2
August 1, 2011
Version#2

ATTACHMENT 2

GRANTOR:
The City of Seattle acting by and through Seattle Public Utilities

By : _____
Ray Hoffman, Director of Seattle Public Utilities

Date: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Hoffman, to me known to be the Director of Seattle Public Utilities that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (printed name)_____
Notary Public in and for the State of Washington
Residing at _____

My commission expires _____

COUNCIL CLERK

ATTACHMENT 2

EXHIBIT A

That Portion of Lots 5, 6, 7 and 8, Block 232 of Seattle Tide Lands, according to the official maps on file in the office of the Commissioner of Public Lands in Olympia, Washington, Together with that portion of the vacated alley adjoining or abutting thereon which upon vacation attached to said Lots by operation of law, and portion of Lots 7 and 8, Block 18 of Hanford's Addition to South Seattle, Records of King County, State of Washington, according to plat recorded in Volume 1 of Plats at Page(s) 37, Lying within the following described tract:

Commencing at the SouthWest Corner of Lot 5, Said Block 232;
Thence S88°35'54"E along the South Line of said Lot a distance of 78.48 feet to the point of beginning;
Thence N01°08'17"E a distance of 39.89 feet;
Thence S88°51'43"E a distance of 95.31 feet to the beginning of a curve to the right having a radius of 1287.95 feet;
Thence Easterly along said curve through a central angle of 02°42'18" an arc length of 60.81 feet to the East line of said Block 18;
Thence S01°25'48"W along said East line, the same being the West line of 10th Avenue South, a distance of 39.17 feet to the SouthEast corner of above said Lot 8, Block 18;
Thence N88°35'54"W along the South Line of said Lot, and along the South Line of Lot 8 of above said Block 232 and the Westerly projection thereof across the vacated alley, and along the South Line of above said Lot 5 of Block 232 a total distance of 155.90 feet to the point of beginning;

Except any portion thereof lying within the (former) Northern Pacific Railway Right of Way.

Containing 5,001 square feet more or less.

COUNCIL CLERK

ATTACHMENT 3

When Recorded Return To:
City of Seattle
SPU Facilities & Real Property Services
PO Box 34018
Seattle, WA 98124-4018

Document Title:	Transitway, Column and Footing Easement
Grantor:	City of Seattle
Grantee:	Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:	Portion of Lot 5 Seattle Tide Lands Block 232
Assessor's Tax Parcel Number:	7666203010
Sound Transit ROW Number:	BH006

SPU R/W#51-606

TRANSITWAY, COLUMN AND FOOTING EASEMENT

The City of Seattle, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities ("Grantor") is the owner of certain real property situated in King County, State of Washington, (King Co. Tax Parcel No. 7666203010), commonly known as 918 South Lander Street (aka 2700 Airport Way South) ("Property").

See Exhibit A attached hereto and made a part hereof

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

COUNCIL CLERK

ATTACHMENT 3

1. **Grant of Easement** The Grantor, for and in consideration of the public good, mutual benefits and other valuable consideration, hereby acknowledged and accepted, does hereby convey and grant to the Grantee a permanent easement over, through, across, upon, and within the real property legally described on the attached and incorporated Exhibit A herein, ("Easement Area") for construction, operation and maintenance of columns, footings and aerial guide ways and related appurtenances for the Project ("Facilities").

Grantee is authorized to purchase real property and real property interests under the provisions of RCW 81.112.080, and by its Resolution No. 2000-13, Grantee's Board of Directors authorized acquisition of the real property interests by negotiation.

2. **Purpose of Easement** The Grantee, its contractors, agents, and permittees, shall have the right to enter upon and use the Easement Area for activities in connection with the Facilities, including but not limited to construction, operation, use, inspection, maintenance, replacement, removal, alteration, and improvement and all appurtenances thereto, and related uses that Grantee may hereafter deem appropriate. Grantee's use of the Easement Area shall include, but be limited to, columns, footing, drainage and aerial guideways.

To access Grantor's immediately adjoining property to the Easement Area, for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten feet of the Easement Area as determined by the Grantee Easement Area.

Grantee's rights to use that portion of the Easement Area for the columns and footings as legally described in that section of Exhibit A entitled "Exclusive Portion of the Easement Area for Column and Footings" and that portion of the Easement Area above the aerial guide way and 5 feet below. Aerial Structure shall be exclusive (collectively "Exclusive Portions of the Easement Area"). Grantee shall have the right, but not the obligation, to enter the Exclusive Portion of the Easement Area to remove structures or other impediments and to maintain the Exclusive portion of the Easement Area for its intended use.

3. **Grantor's Use of Easement Area** Except for the Exclusive Portions of the Easement Area, Grantor shall retain the right to use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area as granted herein..

In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event Grantee discovers such items in the Easement Area, Grantee has the right to immediately remove such items at Grantor's expense.

COUNCIL CLERK

ATTACHMENT 3

4. Representations and Indemnifications Grantee shall at all times exercise its rights under this Transitway, Column and Footing Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. To the extent allowed by law, Grantee will indemnify Grantor, and its employees, officers, agents and contractors from and against any and all claims, demands, suits, damages, loss or liability arising from the Grantee's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the sole negligence or willful act of Grantor.

5. Binding Effect This Transitway, Column and Footing 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 aerial, tunnel, and at-grade facilities in the Project area operated by Grantee for high capacity transportation system purposes and shall insure to the benefit of Grantee, its successors and assigns and shall be binding upon the Property and Grantor, and their respective heirs, successors and assigns.

6. Insurance Grantee shall maintain liability insurance with reasonable limits of liability covering its activities and use of the Easement Area or the activities or use of the Easement Area by its agents, employees or contractors and said liability insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability for the total limits available to Grantee, whether such limits are primary, excess, contingent or otherwise. Grantee shall have the right to provide the coverage required herein under blanket policies provided that the coverage shall not be diminished by reason thereof.

7. Recording This Transitway, Column and Footing Easement shall be recorded in the real property records of King County, Washington.

COUNCIL CLERK

ATTACHMENT 3

GRANTOR:
The City of Seattle, acting through and by Seattle Public Utilities

By: _____
Ray Hoffman, Director of Seattle Public Utilities

Date: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Hoffman, to me known to be the Director of Seattle Public Utilities that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____
Notary Public in and for the State of Washington,
residing at _____.
My commission expires _____

GRANTEE:

COUNCIL CLERK

ATTACHMENT 3

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington

By: _____
Its: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Central Puget Sound Regional Transit Authority, a regional transportation authority of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____
Notary Public in and for the State of Washington, residing at _____

My commission expires _____

COUNCIL CLERK

ATTACHMENT 3

EXHIBIT A

That portion of Lot 5, Block 232 of Seattle Tide Lands, according to the official maps on file in the Office of the C Commissioner of Public Lands in Olympia, Washington, described as follows:

Beginning at the southwest corner of said Lot 5;
Thence S88° 35'54"E along the south line of said Lot a distance of 78.48 feet;
Thence N01° 08'17"E a distance of 26.64 feet;
Thence N88° 51'43"W a distance of 78.48 feet to the west line of said Lot 5, the same being the east line of Airport Way South;
Thence S01° 07'41"W along said line a distance of 26.28 feet to the point of beginning.

Exclusive Portion of Easement Area for Column and Footings

That portion of Lot 5, Block 232 of Seattle Tide Lands, according to the official maps on file in the Office of the Commissioner of Public Lands in Olympia, Washington, described as follows:

Commencing at southwest corner of said Lot 5;
Thence north 01° 07' 41" east along the west line of said lot 5, the same being the east line of Airport Way South, a distance of 4.52 feet to the point of beginning;
Thence continue north 01° 07' 41" east along said west line a distance of 12.00 feet;
Thence south 88° 52' 19" east at right angles to said west line a distance of 5.98 feet;
Thence south 01° 07' 41" west parallel with said west line a distance of 12.00 feet;
Thence north 88° 52' 19" west a distance of 5.98 feet to the point of beginning.

Containing 2,076 square feet more or less.

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 4
August 1, 2011
Verstion#2

ATTACHMENT 4

When Recorded Return To:
City of Seattle
SPU Facilities & Real Property Services
PO Box 34018
Seattle, WA 98124-4018

Document Title:	Easement For Storm Drain
Grantor:	City of Seattle
Grantee:	Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:	Portion of lots 5 & 6 Seattle Tide Lands Block 232
Assessor's Tax Parcel Number:	7666203010
Sound Transit ROW Number:	BH006

SPU R/W#51-607

EASEMENT FOR STORM DRAIN

THIS EASEMENT granted this _____ day of _____, 2011, by **The City of Seattle,** a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities ("SPU"), hereinafter called "Grantor," to **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington,** hereinafter called "Grantee."

WHEREAS; Grantor is the owner of certain real property (King County Tax Parcel # 7666203010) commonly known as 918 South Lander Street (aka 2700 Airport Way South) which is part of its municipal utility systems (the "Property"); and

COUNCIL CLERK

ATTACHMENT 4

WHEREAS, Grantee owns and operates a storm drain facility with necessary appurtenances ("Facilities") as part of its Link Light Rail Project which was constructed on a portion of the Property under a temporary construction permit; and

WHEREAS, the Parties agreed to cooperate to finalize real property transactions related to the completion of the Link Light Rail Project.

NOW, THEREFORE, the Parties agree as follows:

The Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee, a non-exclusive easement for the Facilities over, under, through, across and upon a portion of the Property, as legally described on the exhibit attached and incorporated as Exhibit A ("Easement Area") subject to the following terms and conditions.

This easement shall include only such rights in the Easement Area as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of the Facilities.

The Grantor, its heirs, successors and assigns, shall have the right to use said Easement Area in any way and for any purpose consistent with the rights herein granted.

The Grantee shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon said Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore. Such work shall be accomplished by Grantee at its sole expense and in such a manner that any improvements existing in the Easement Area shall not be disturbed or destroyed, but in the event that they are disturbed or destroyed, they shall be restored as nearly as possible to the condition existing immediately before Grantee entered into the Easement Area.

In the event Grantee's work within the Easement Area will require excavation, tunneling or boring, Grantee shall submit plans for the work for SPU engineering review and comment.

Except in cases of emergency, Grantee will endeavor to provide Grantor reasonable advance notice of any significant work within the Easement Area and the

COUNCIL CLERK

parties will cooperate to minimize disruptions to Grantor's municipal utility operations during Grantee's work.

No building or buildings or other permanent structures shall be constructed or permitted to remain within the boundaries of the Easement Area without written permission of the Grantee, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by Grantee.

To the extent allowed by law, Grantee will indemnify Grantor, and its employees, officers, agents and contractors from and against any and all claims, demands, suits, damages, loss or liability arising from the Grantee's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the negligence or willful act of Grantor.

Grantee will comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulation when exercising the rights of this easement.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

GRANTOR:
The City of Seattle, acting through and by Seattle Public Utilities

By: _____
Ray Hoffman, Director of Seattle Public Utilities

Date:_____

COUNCIL CLERK

ATTACHMENT 4

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Hoffman to me known to be the Director of Seattle Public Utilities that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

SEATTLE CITY COUNCIL CLERK

ATTACHMENT 4

GRANTEE: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington

By: _____

Its: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____of Central Puget Sound Regional Transit Authority, a regional transportation authority of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____

Notary (print name)_____

Notary Public in and for the State of Washington,

Residing at _____

My commission expires _____

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 4
August 1, 2011
Verstion#2

ATTACHMENT 4

Exhibit A

That portion of Lots 5 and 6 in Block 232 of Seattle Tide Lands according to the official maps on file in the Office of the Commissioner of Public Lands in Olympia, Washington, being a strip of land 15 feet wide lying 7.50 feet on each side of the following described centerline:

Commencing at the southwest corner of said Lot 5;

Thence North 01°07'41" East along the West line of said Lots 5 and 6, the same being the East line of Airport Way South, a distance of 63.08 feet to the intersection of the East line of Airport Way and the South line of the South Forest Street ramp of SR 5, said intersection being a point 50 feet East, measured at right angles, from the centerline of Airport Way, and 50 feet South, measured at right angles, from the South Forest Street line of said ramp as shown on sheet 17 of 17 of that certain Right Of Way Plan entitled Seattle Freeway, S.R. 5, Norfolk St. to Bayiew St., now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, dated Oct. 2, 1962;

Thence North 74°22'56" East, along the South line of said ramp right of way, a distance of 8.37 feet to the true point of beginning of the herein described centerline;

Thence South 62°52'20" East a distance of 54.85 feet;

Thence South 52°21'29" East a distance of 26.34 to the terminus of this centerline in a line bearing North 01°08'17" East, said line being the West line of the Central Puget Sound Regional Transit Authority property described as Parcel B of City of Seattle Lot Boundary Adjustment No. 3007078.

Containing 1,215 square feet, more or less.

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 5
August 1, 2011
Version#2

ATTACHMENT 5

When Recorded Return To:
City of Seattle
SPU Facilities & Real Property Services
PO Box 34018
Seattle, WA 98124

Document Title:	Easement For Storm Drain
Grantor:	City of Seattle
Grantee:	State of Washington
Abbreviated Legal Description:	Portion of Lots 5 & 6 Seattle Tide Lands Block 232
Assessor's Tax Parcel No.:	7666203010

SPU R/W#51-608

EASEMENT FOR STORM DRAIN

THIS EASEMENT granted this _____ day of _____, 20____, by **The City of Seattle,** a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, hereinafter "Grantor", to the **State of Washington, acting by and through it Department of Transportation** and its assigns, hereinafter called Grantee.

WHEREAS; Grantor is the owner of certain real property (King County Tax Parcel # 7666203010) commonly known as 918 South Lander Street (aka 2700 Airport Way South) which is part of its municipal utility systems (the "Property"); and

WHEREAS, Grantee owns and operates a storm drain facility with necessary

COUNCIL CLERK

ATTACHMENT 5

appurtenances ("Facilities") that was relocated as part of the Central Puget Sound Regional Transit Authority's project to build a high capacity transit service in the central Puget Sound region, including the Central Link Light Rail System; and

WHEREAS, the Parties agreed to cooperate to finalize real property transactions related to the completion of the Link Light Rail Project.

NOW, THEREFORE, the Parties agree as follows:

The Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee, a non-exclusive easement for the Facilities over, under, through, across and upon a portion of the Property, as legally described on the exhibit attached and incorporated as Exhibit A ("Easement Area") subject to the following terms and conditions.

This easement shall include only such rights in the Easement Area as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of the Facilities.

The Grantor, its heirs, successors and assigns, shall have the right to use said Easement Area in any way and for any purpose consistent with the rights herein granted.

The Grantee shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon said Easement Area for the purposes herein described, without incurring any legal obligation or liability therefore. Such work shall be accomplished by Grantee at its sole expense and in such a manner that any improvements existing in the Easement Area shall not be disturbed or destroyed,

COUNCIL CLERK

ATTACHMENT 5

but in the event that they are disturbed or destroyed, they shall be restored as nearly as possible to the condition existing immediately before Grantee entered into the Easement Area .

In the event Grantee's work within the Easement Area will require excavation, tunneling or boring, Grantee shall submit plans for the work for Grantor's review and comment. Except in cases of emergency, Grantee will endeavor to provide Grantor reasonable advance notice of any significant work within the Easement Area and the parties will cooperate to minimize disruptions to Grantor's municipal utility operations during Grantee's work.

No building or buildings or other permanent structures shall be constructed or permitted to remain within the boundaries of the Easement Area without written permission of the Grantee, or any such officer or board who may hereafter succeed to the jurisdiction and powers in respect to the Facilities now possessed by Grantee.

To the extent allowed by law, Grantee will indemnify Grantor, and its employees, officers, agents and contractors from and against any and all claims, demands, suits, damages, loss or liability arising from the Grantee's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the sole negligence or willful act of Grantor.

Grantee will comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulation when exercising the rights

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ATTACHMENT 5

of this easement.

The covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

GRANTOR:
The City of Seattle, acting through and by Seattle Public Utilities

By: _____
Ray Hoffman, Director of Seattle Public Utilities

Date:_____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Hoffman, to me known to be the Director of Seattle Public Utilities that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

COUNCIL CLERK

ATTACHMENT 5

_____

Notary (print name)_____

Notary Public in and for the State of Washington,

residing at _____

My commission expires _____

COUNCIL CLERK

ATTACHMENT 5

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its authorized agent.

ACCEPTED AND APPROVED:

By: _____
WSDOT Representative

Date: _____

COUNCIL CLERK

ATTACHMENT 5

EXHIBIT A

That portion of Lots 5 and 6 in Block 232 of Seattle Tide Lands according to the official maps on file in the Office of the Commissioner of Public Lands in Olympia, Washington, being a strip of land 15 feet wide lying 7.50 feet on each side of the following described centerline:

Commencing at the Southwest corner of said Lot 5;

Thence North 01° 07' 41" East along the west line of said Lots 5 and 6, the same being the East line of Airport Way South, a distance of 63.08 feet to the intersection of the East line of Airport Way South and the South line of the South Forest Street Ramp of SR 5, said intersection being a point 50 feet East, measured at right angles, from the centerline of Airport Way South, and 50 feet South, measured at right angles, from the S-Forest Line of said ramp as shown on Sheet 17 of 17 of that certain right of way plan entitled Seattle Freeway, S.R. 5, Norfolk St. to Bayview St., now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, dated Oct. 2, 1962;

Thence North 74° 22' 56" East, along the South line of said ramp right of way, a distance of 8.37 feet to the true point of beginning of the herein described centerline;

Thence South 62° 52' 20" East a distance of 54.85 feet;

Thence South 01° 05' 51" West a distance of 41.72 feet to the South line of said Lot 5 at a point distant 57.33 feet easterly of the Southwest corner of said lot, being the end of this centerline description.

Containing 1,446 square feet more or less.

Grantor's Initials

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 6
August 1, 2011
Version #2

ATTACHMENT 6

When Recorded Return to:
City of Seattle
SPU Facilities & Real Property Services
PO Box 34018
Seattle, WA 98124-4018

Document Title:	Quitclaim Deed
Grantor:	City of Seattle
Grantee:	Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:	Portion of Lot 1, Seattle Tide Lands Block 238 NE1/4 SEC 17-24N-4E, W.M.
Assessor's Tax Parcel Number:	7666203076
Sound Transit ROW Number:	MB 004

SPU R/W#A0374-002

QUITCLAIM DEED

The GRANTOR, **The City of Seattle,** a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, conveys and quitclaims to the GRANTEE, **CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington,** all interest in the following described real estate, and any after acquired interest therein, situated in the County of King, State of Washington.

See Exhibit A attached hereto and made a part hereof.

Subject to any and all matters of record, including but not limited to applicable exceptions as described in Schedule B of Title Report No. 506840, dated November 15, 2006 by First American Title Insurance Company National Commercial Services.

AND FURTHER SUBJECT TO and **RESERVING** to Grantor, an easement for operation and maintenance of a storm sewer regulator under King County Recording No. _____

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 6
August 1, 2011
Version #2

ATTACHMENT 6

GRANTOR:
The City of Seattle, acting through and by Seattle Public Utilities

By: _____
Ray Hoffman, Director of Seattle Public Utilities

Date:_____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Hoffman, to me known to be the Director of Seattle Public Utilities that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____

Notary Public in and for the State of Washington,
Residing at _____

My commission expires _____

COUNCIL CLERK

ATTACHMENT 6

EXHIBIT A

A portion of Lot 1 in Block 238 of Seattle Tide Lands, according to the official maps on file in the Office of the Commissioner of Public Lands in Olympia, Washington, being situated in the Northeast Quarter of Section 17, Township 24 North, Range 4 East, W.M., in King County, Washington, said portion being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1, said corner being also the Southeast intersection of South Hanford Street with 8th Avenue South;

Thence South 88° 51' 53" East along the South line of South Hanford Street a distance of 39.00 feet;

Thence South 01° 08' 07" West parallel with the East line of 8th Avenue South a distance of 9.66 feet;

Thence South 46° 08' 07" West 37.25 feet;

Thence North 88° 51' 53" West parallel with the South line of South Hanford Street a distance of 12.66 feet, more or less, to the intersection with the east line of 8th Avenue South;

Thence north 01° 08' 07" East along said East line a distance of 36.00 feet, more or less, to the point of beginning.

Containing 1,057.square feet more or less.

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 7
August 1, 2011
Version#2

ATTACHMENT 7

When Recorded Return To:
City of Seattle
SPU Facilities & Real Property Services
PO Box 34018
Seattle, WA 98124-4018

Document Title:	Easement For Storm Regulator
Grantor:	Central Puget Sound Regional Transit Authority
Grantee:	City of Seattle
Abbreviated Legal Description:	Portion of Lot 1, Seattle Tide Lands Block 238 NE1/4 SEC 17-24N-4E, W.M.
Assessor's Tax Parcel No.:	7666203076

SPUR/W#A0374-003

EASEMENT FOR STORM REGULATOR

THIS EASEMENT granted this _____ day of _____, 2011, by **Central Puget Sound Regional Transit Authority**, ("Sound Transit") a regional transit authority, of the State of Washington, hereinafter called "Grantor," to **The City of Seattle,** a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities ("SPU"), hereinafter called "Grantee."

WHEREAS; Grantor has acquired ownership of certain real property (King County Tax Parcel # 7666203076) commonly known as the southeast intersection of South Hanford Street and 8th Avenue South, under King County Recording No. _____, from Grantee, who reserved this easement for a storm regulator and necessary appurtenances ("Facilities"), which Grantee owns and operates as part of its municipal drainage utility system; and

COUNCIL CLERK

ATTACHMENT 7

WHEREAS, the Parties agreed to cooperate to finalize real property transactions related to the completion of the Link Light Rail Project.

NOW, THEREFORE, the Parties agree as follows:

The Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants to Grantee, insofar as it has rights, title and interest, or hereinafter acquires rights, title or interest, a non-exclusive easement for the Facilities over, under, through, across and upon the Property, as legally described on the exhibit attached and incorporated as Exhibit A ("Easement Area") and access thereto across Grantor's adjoining property including the Central Link Light Rail Operations and Maintenance Facility ("Property"), subject to the following terms and conditions.

This easement shall include only such rights in the Easement Area and Property as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of the Facilities and access thereto ("Purposes") by the Grantee, which shall mean to include its employees, contractors, consultants, agents and invitees.

The Grantor, its heirs, successors and assigns, shall have the right to use said Easement Area in any way and for any purpose consistent with the rights herein granted.

A. Grantee's Uses

1. Access. The Grantee shall have the right without prior institution of any suit or proceeding at law, at such time as may be necessary, to enter upon said the Property and Easement Area for the Purposes herein described, without incurring any legal obligation or liability therefore.

a. For any Purpose that does not involve excavation, boring, or tunneling, Grantee shall notify Grantor at least forty-eight (48) hours prior to entry, except as provided in Section A.1.c below.

b. For any Purpose that involves excavation, boring, or tunneling, Grantee shall

COUNCIL CLERK

submit its work plan to Grantor for approval no less than ninety (90) days prior to the requested work commencement date, except as provided in section A.1.c below. Grantor shall provide said approval, including restrictions and conditions reasonably appropriate to protect Grantor's Facilities and operations and deemed by Grantee to be consistent with prudent management of the Facilities or a written objection specifying the grounds therefor, within thirty (30) days of submittal of Grantee's work plan. Grantor's approval shall not be unreasonably denied.

c. Notwithstanding Section A.1.a or b above, in the event that Grantee determines that damage to or destruction of the Facilities has or will imminently occur requiring immediate action to protect the public health, safety and welfare and requiring immediate access across or over Grantor's Property ("Emergency"), Grantee shall notify the Grantor's Light Rail Control Center as soon as feasible under the circumstances. Grantor recognizes Grantee's need for immediate access in an Emergency and acknowledges the goal of Grantee access within one hour of notification. Notice of emergency access and other emergency notices concerning the operation of the Grantee's Facilities shall be made as follows:

Link Control Center
3407 Airport Way
Seattle WA 98134
Tel# 206.205.8177

The Grantor may change its contact, address and/or phone number by written notice to the Grantee.

2. Grantee's Facilities. Without limiting the generality of the Purposes, Grantee, at its own expense, shall have the right to replace any of the Facilities within the Easement Area with drainage facilities of the same or larger diameter and capacity and to install additional underground drainage facilities within the Easement Area, in accordance with section A.1 above; provided, that Grantee shall not remove, damage or undermine Grantor's Facilities or underground supporting structures.

COUNCIL CLERK

ATTACHMENT 7

3. Work in the Easement Area; Disruption to Grantor's and Grantee's Facilities.

a. General. Grantee and Grantor shall cooperate and coordinate activities in order to minimize impacts to the other party's facilities and operations and to current or future uses in the Easement Area. Grantee and Grantor shall cooperate with the goal of finding methods (including boring and tunneling) of conducting Grantee's work in the Easement Area that minimize impacts on Grantor's Facilities and light rail system operations and on Grantee's Facilities and operation of its municipal drainage system. Grantor will remove, adjust, or relocate its surface, above-ground and below-ground facilities ("Grantor Facilities Work") to accommodate Grantee's work if no other reasonable alternative exists. The cost of Grantee's work, the impact on Grantee's Facilities and operations, and the impact on Grantor's light rail operations shall be considered in determining whether any other reasonable alternative exists. In the event no other reasonable alternative to the Grantor Facilities Work exists, Grantor and Grantee shall allocate the tasks and costs as provided in section C. When working in the Easement Area, Grantor and Grantee each shall comply with the applicable electrical, industrial and occupational safety laws and regulations then in effect.

b. Emergency Response. If an Emergency occurs, Grantee shall notify Grantor of the need for access in accordance with section *A.*1(b)(c) and make reasonable efforts under the circumstances to respond immediately to the site to protect public health, safety and welfare. Grantee shall determine what actions of Grantor are reasonably necessary during an Emergency, and Grantor shall cooperate to implement such actions. A determination shall be made by the Director of Seattle Public Utilities or his or her designee and a determination to shutdown, remove, or otherwise modify the Grantor's Facilities or operations shall be made as a last resort when such steps are essential and no other reasonable alternatives are available under the circumstances.

COUNCIL CLERK

ATTACHMENT 7

B. Grantor's Activities in Easement Area

1. Grantor's Inspection of Easement Areas. Grantor shall make a good faith effort to notify Grantee if Grantor observes or receives notice of a maintenance concern with respect to Grantee's Facilities, including, but not limited to, noticeable surface settlement, sudden changes in service, pipe breaks or severe leaks, so that Grantee can determine if it needs to take any action to protect Grantee's Facilities. Grantor personnel shall not operate Grantee's Facilities. In the event of an emergency, Grantor shall contact the Seattle Public Utilities Operation Control Center: at(206) 386-1800 unless Grantee notifies Grantor of another method of contact.

2. Storage. Grantor may park or store vehicles, equipment or other personal property in the Easement Area, provided that Grantor shall remove such property immediately upon Grantee's notice in an Emergency and upon five (5) business days prior written notice in all other situations, if Grantee determines that such removal is necessary for the Purposes herein.

3. Improvements to Easement Area.

a. Grantor shall not construct nor permit any other persons to (i) construct in the Easement Area any surface, above-ground or below-ground improvements of any sort (including without limitation utilities, pipes, conduit, buildings, fences, walls, rockeries, or obstruction of any kind), (ii) place any fill material over Grantee's Facilities within the Easement Area or (iii) make any excavation, boring, or tunneling within three feet of the exterior of any of Grantee's Facilities, without obtaining Grantee's written approval.

b. If Grantee approval is required, Grantor shall submit its work plan to Grantee no less than ninety (90) days prior to the commencement of the proposed work. Grantee shall provide said approval, including restrictions and conditions reasonably appropriate to protect Grantee's Facilities, or a written objection specifying the grounds therefor, within thirty (30) days of submittal of Grantor's work plan. Grantee's approval shall not be unreasonably denied.

COUNCIL CLERK

ATTACHMENT 7

4. Relocation of Grantee's Facilities by Grantor. Grantor may, in writing, request the Grantee to approve the relocation of any of Grantee's Facilities and Easement Area.

a. All such relocated Grantee Facilities shall meet all then-current Grantee standards and requirements, including but not limited to easement width requirements. All such relocated Grantee Facilities shall be at the center line of the applicable relocated easement area. Grantor, at its expense, will survey the as-built relocated Grantee Facilities and will record an amendment to this Easement Agreement to reflect the applicable relocated easement area or position of the relocated facilities.

b. Following Grantor's submittal of design drawings for such relocated facilities and the proposed easement area to Grantee, Grantee shall have ninety (90) days to give its approval, which shall not unreasonably be denied. Grantor shall be responsible for accomplishing and shall pay for, all work involved in the relocation, including without limitation, design of relocated facilities, construction, inspection, real estate acquisition and project administration. Grantee shall be responsible for design approval and construction inspection. The relocation work shall not be deemed complete until final inspection and acceptance by Grantee. Grantor shall, within thirty (30) days of receipt of invoice from Grantee, reimburse Grantee for all reasonable costs that it incurs with respect to the relocation, including without limitation administrative costs, except that Grantee shall bear the costs of betterments to Grantee's Facilities. "Betterments" shall mean improvements or additions that increase the size or operating capacity of Grantee's Facilities beyond their existing level, but shall exclude improvements that are consistent with then-current and applicable industry standards or are required by then-current and applicable governmental regulations.

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ATTACHMENT 7

C. Grantor Facilities Work and Incremental Costs

1. Grantor Facilities Work.

a. If Grantor Facilities Work is necessary in an Emergency or otherwise, the performance of and payment for specific component tasks of Grantor Facilities Work shall be in accordance with the matrix below.

Task Description	**Responsible Agency**	
	Grantee ***(SPU)***	**Grantor** ***(ST)***
REMOVE GRANTOR'S FACILITIES		X*
Remove Ballast		X*
Repair Grantee's Facilities	X	
Backfill	X	
Replace Ballast		X*
Replace Grantor's Facilities		X*
Video Inspection	X	
Engineering, project and construction management	X**	X**
Landscaping, and other surface improvement and restoration outside of track area		X*

"X" identifies the party who will be responsible for accomplishing and paying for the task

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COUNCIL CLERK

ATTACHMENT 7

"X*" indicates that, in an Emergency, Grantee may perform the task assigned to Grantor in the matrix and Grantee will be reimbursed by Grantor for costs incurred.

"X**" indicates that each party shall each bear its own cost for the task.

b. When Grantor Facilities Work is performed, Grantee shall reimburse Grantor an amount representing the cost that Grantee would have incurred to restore nine (9) inch concrete paving, calculated as follows: The cost per square foot shall be based on the applicable annual rate used generally by the Seattle Department of Transportation for reimbursement of utility cut repairs on behalf of public and private utilities in the City.

2. Boring, Tunneling etc. Grantee's actual cost of boring, tunneling or any other method that does not involve trenching or excavation, over and above the cost of trenching or excavation (as reasonably estimated by Grantee), shall be borne by Grantor. In addition, all other costs actually incurred by Grantee from time to time, over and above Grantee's reasonable estimate of such costs if there were no surface, above-ground or below-ground Grantor's Facilities in the Easement Area, shall be borne by Grantor. The actual costs for any Grantee activity (including without limitation boring, tunneling, inspection, operation, maintenance, repair and work schedule adjustments to accommodate Grantor's request) that occurs from time to time in the Easement Area *less* Grantee's reasonable estimate of the cost of such activity if there were no surface, above-ground or below-ground Grantor's Facilities is referred to herein as "Incremental Costs." The calculation of Incremental Costs shall take into account both cost savings and cost increases, and the Incremental Costs may be offset against the Reimbursement Amount due from Grantee under this Section. In the work plan required under section A.1.b, Grantee will make reasonable efforts to identify and estimate any Incremental Costs, but such identification shall not be a condition of Grantor's obligation to reimburse Grantee for Incremental Costs that Grantee may incur from time to time.

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ATTACHMENT 7

D. Indemnification

1. To the extent permitted by law, the Grantor and Grantee each shall protect, defend, indemnify, and save harmless the other Party, and its officials, employees, and agents from any and all costs, claims, demands, judgments, damages, or liability of any kind, including injuries to persons or damages to property, to the extent caused by the negligent acts, omissions or willful misconduct of the indemnifying Party. Each Party agrees that its obligations under this section extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents.For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other party, and of all resulting judgments that may be obtained against the other party. In the event that any Party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party.

2. Notwithstanding any provision of this Easement Agreement to the contrary, however, the foregoing indemnities shall not apply to any claims, causes of action, regulatory demands, liabilities, fines, penalties, injuries to third persons, losses, and expenses including, without limitation, regulatory requirements for cleanup or other remedial costs (including reasonable attorneys' fees, costs and reasonable litigation expenses incurred in defense of actual litigation or in reasonable anticipation of litigation) that arise from an Environmental Condition. An "Environmental Condition" includes (1) the existence or discovery of any hazardous substance, pollution or contamination within, on or under the Easement Areas, or the migration of any hazardous substance, pollution or contamination from the Easement Areas into the surrounding property and (2) violation of any local, state or federal environmental law or regulation providing for the regulation of hazardous substances or contamination. Neither Grantor nor Grantee shall be precluded from seeking relief from any other party under the State Model Toxics Control Act ("MTCA"), the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), other similar laws, or common law, for damages, contribution, cost recovery damages or other reimbursement relating to Environmental Conditions. Grantor and Grantee intend that this Easement Agreement not alter or affect whatever liability or responsibility either Party may have for hazardous substance releases or threatened releases under CERCLA, MTCA, or other similar laws or common law.

COUNCIL CLERK

ATTACHMENT 7

E. **Compliance with Laws**

The Grantee and the Grantor in the exercise of their respective rights under this Easement Agreement shall comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental laws and regulations.

F. **Runs with Land**

This Easement Agreement and each of the terms, provisions, conditions and covenants herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successor and assigns.

G. **Payment**

All payments required by one party to the other party under this Easement Agreement shall be made within thirty (30) days of receipt of a reasonably documented invoice.

H. **Dispute Resolution**

The Parties shall negotiate in good faith and use their reasonable best efforts to resolve any disputes that may develop under this Easement Agreement. If the representatives of the Parties identified in section I cannot resolve a dispute, the dispute shall be referred to the Director of the Link Light Rail Division and the Director of Seattle Public Utilities for further negotiation. Only upon failure to resolve the dispute through such negotiations may either Party pursue legal action. The prevailing Party in any such action shall be entitled to its reasonable costs and expenses, including its reasonable attorney fees.

I. **Notices**

Except as otherwise provided in section A.1.c and B.1, notices to Grantor and Grantee shall be made as follows:

Grantor: Real Estate Manager
Sound Transit
401 S. Jackson St.
Seattle, WA 98104

Grantee: SPU Real Property Services
P.O. Box 34018
Seattle, WA 98124-4018

Either party may change its contact by written notice to the other party.

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COUNCIL CLERK

ATTACHMENT 7

GRANTOR: CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("SOUND TRANSIT"), a regional transit authority of the State of Washington

By: _____

Its: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of Central Puget Sound Regional Transit Authority, a regional transportation authority of the State of Washington that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he/she was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____

Notary Public in and for the State of Washington, residing at _____

My commission expires _____

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer ATT 7
August 1, 2011
Version#2

ATTACHMENT 7

GRANTEE:
The City of Seattle, acting through and by Seattle Public Utilities

By: _____
Ray Hoffman, Director of Seattle Public Utilities

Date: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Hoffman, to me known to be the Director of Seattle Public Utilities that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____

Notary Public in and for the State of Washington,
Residing at _____

My commission expires _____

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COUNCIL CLERK

ATTACHMENT 7

Exhibit A

A portion of Lot 1 in Block 238 of Seattle Tide Lands, according to the official maps on file in the Office of the Commissioner of Public Lands in Olympia, Washington, being situated in the Northeast Quarter of Section 17, Township 24 North, Range 4 East, W.M., in King County, Washington, said portion being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1, said corner being also the Southeast intersection of South Hanford Street with 8th Avenue South;

Thence South 88° 51' 53" East along the South line of South Hanford Street a distance of 39.00 feet;

Thence South 01° 08' 07" West parallel with the East line of 8th Avenue South a distance of 9.66 feet;

Thence South 46° 08' 07" West 37.25 feet;

Thence North 88° 51' 53" West parallel with the South line of South Hanford Street a distance of 12.66 feet, more or less, to the intersection with the east line of 8th Avenue South;

Thence north 01° 08' 07" East along said East line a distance of 36.00 feet, more or less, to the point of beginning.

Containing 1,057 square feet more or less.

COUNCIL CLERK

ATTACHMENT 8

After Recording Mail To:
City of Seattle
SPU Facilities & Real Property Services
PO Box 34018
Seattle, WA 98124-4018

Document Title:	Transitway Easement
Grantor:	City of Seattle
Grantee:	Central Puget Sound Regional Transit Authority
Abbreviated Legal Description:	Portion of W1/4SW 1/4 of W1/4 SW 1/4, Sec 3, T 23 N, R 4 E, W.M.
Assessor's Tax Parcel Number:	0323049065
Sound Transit ROW Number:	TUK 020

SPUR/W#305-605

TRANSITWAY EASEMENT

The City of Seattle, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities ("Grantor") is the owner of certain real property situated in King County, State of Washington, (King Co. Tax Parcel No. 0323049065), commonly known as East Marginal Way South & South 112 ("Property"):

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

COUNCIL CLERK

ATTACHMENT 8

1. Grant of Easement. The Grantor, for and in consideration of the public good, mutual benefits and other valuable consideration, hereby acknowledged and accepted, does hereby grant to the Grantee a permanent easement over, through, across, upon, and within the real property legally described on the attached and incorporated Exhibit A herein, (the "Easement Area") for construction, operation and maintenance of aerial guide ways and related appurtenances for the Project ("Facilities").

Grantee is authorized to purchase real property and real property interests under the provisions of RCW 81.112.080, and by its Resolution No. 2000-13, Grantee's Board of Directors authorized acquisition of is real property interest by negotiation.

2. Purpose of Easement. The Grantee, its contractors, agents, and permittees, shall have the right to enter upon the Easement Area for activities in connection with the Facilities, including but not limited to construction, operation, use, inspection, maintenance, replacement, removal, alteration, and improvement and all appurtenances thereto, and related uses that Grantee may hereafter deem appropriate.

Grantee shall have the right to access Grantor's immediately adjoining property to the Easement Area for the purpose of trimming trees and vegetation that are higher than the top of rail and within ten feet of the Easement Area as determined by the Grantee.

Grantee's rights to use that portion of the Easement Area above the aerial guide way and five feet below shall be exclusive ("Exclusive Portion of the Easement Area"). Grantee shall have the right, but not the obligation, to enter the Exclusive Portion of Easement Area to remove structures or other impediments and to maintain that Exclusive Portion of the Easement Area for its intended use.

3. Grantor's Use of Easement Area. Except for the Exclusive Portion of the Easement Area, Grantor shall retain the right to use the property within the Easement Area, so long as Grantor's use does not interfere with Grantee's use of the Easement Area as granted herein.

In no event may Grantor construct permanent structures or store flammable, explosive, or hazardous materials within the Easement Area. In the event Grantee discovers such items in the Easement Area, Grantee has the right to immediately remove such items at Grantor's expense.

4. Representations and Indemnifications. Grantee shall at all times exercise its rights under this Transitway Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. To the extent allowed by law, Grantee will indemnify Grantor, and its employees, officers, agents and contractors from and against any and all claims, demands, suits, damages, loss or liability arising from the

COUNC

ATTACHMENT 8

Grantee's exercise of the rights granted herein except for such claims, demands, suits, damages, loss or liability arising out of the sole negligence or willful act of Grantor.

5 **Binding Effect.** This Transitway 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 aerial, tunnel, and at-grade facilities in the Project area operated by Grantee for high capacity transportation system purposes and shall insure to the benefit of Grantee, its successors and/or assigns and shall be binding upon the Property and Grantor, and their respective heirs, successors and/or assigns.

6. **Insurance.** Grantee shall maintain liability insurance with reasonable limits of liability covering its activities or use of the Easement Area or the activities or use of the Easement Area by its agents, employees or contractors and said liability insurance shall include "The City of Seattle" as an additional insured for primary and non-contributory limits of liability for the total limits available to Grantee, whether such limits are primary, excess, contingent or otherwise. Grantee shall have the right to provide the coverage required herein under blanket policies provided that the coverage shall not be diminished by reason thereof.

7. **Recording.** This Transitway Easement shall be recorded in the real property records of King County, Washington.

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ATTACHMENT 8

GRANTOR:
The City of Seattle, acting through and by Seattle Public Utilities

By: _____
Ray Hoffman, Director of Seattle Public Utilities

Date:_____

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this _____ day of _____, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Hoffman, to me known to be the Director of Seattle Public Utilities that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said authority for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
Notary (print name)_____
Notary Public in and for the State of Washington,
residing at _____
My commission expires _____

COUNCIL CLERK

ATTACHMENT 8

EXHIBIT A

The East 22.62 feet of that portion of Grantor's parcel lying West of East Marginal Way South, all being more particularly described as follows:

Beginning at Southeast corner of that portion of said parcel lying West of East Marginal Way South, said point being distant 30 feet westerly measured at right angles from the center line of East Marginal Way and on the South line of Section 3, Township 23 North, Range 4 East, W.M.;

Thence North 87°38'20" West along the South line of said Grantor's parcel, the same being the South line of said Section 3, a distance of 23.79 feet;
Thence North 15°38'17" West parallel with the centerline of East Marginal Way South a distance of 63.09 feet to the North line of said parcel, said North line being parallel with and distant 60 feet, measured at right angles, from said South line of Section 3;
Thence South 87°38'20" East along said North line a distance of 23.79 feet to the West line of East Marginal Way South (being distant 30 feet westerly of the centerline thereof);
Thence South 15°38'17" East along said West line a distance of 63.09 feet to the point of beginning.

Containing 1,427 square feet more or less.

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ATTACHMENT 9

SUMMARY AGREEMENT FOR EXCHANGE OF PROPERTY RIGHTS

This Agreement is entered into between the City of Seattle, a Washington municipal corporation, acting by and through Seattle Public Utilities, (SPU) and the Central Puget Sound Regional Transit Authority, a Washington regional transit authority (d.b.a. Sound Transit).

WHEREAS, the City of Seattle owns King County Parcel Nos. 7666203010, 7666203076, 7666203140 and 0323049065, all of which are under the jurisdiction of Seattle Public Utilities; and

WHEREAS, the Central Puget Sound Regional Transit Authority owns King County Parcel No. 7666203115; and

WHEREAS, in order to construct the Initial Segment of the Central Link Light Rail Project, including various utility installations or relocations, the parties agreed to complete various real property transactions, including fee conveyances and easements, to support the Project; and

WHEREAS, each party has received authorization from its respective governing body to complete the transactions summarized below.

FOR AND IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. **Conveyances and consideration**. The parties agree to the following conveyances of real property rights and other related transactions which result in a net total payment of **$257,688** from Sound Transit to SPU at or before Closing:

   a. In order to effectuate Lot Boundary Adjustment No. 3007078, approved August 7, 2007, recording No. 20110112900001:

      i. Sound Transit will convey to City of Seattle in fee by quitclaim deed, a portion of King County Parcel No. 7666203115 (approx. 3,058 sq. ft.),

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ATTACHMENT 9

for **$35,167** to be paid by SPU. That portion of the parcel being conveyed will be declared as surplus property in 2011 in accordance with Sound Transit Board 's action policies.

ii. SPU will convey to Sound Transit in fee by statutory warranty deed, a portion of King County Parcel No. 7666203010 (approx. 5001 sq. ft.), for **$172,831** to be paid by Sound Transit, which includes a payment by Sound Transit of **$37,800** to reimburse SPU for fence and paving improvements on the property to be conveyed and a credit of **$20,000** applied by SPU to the purchase price for permit fees paid by Sound Transit in accordance with Section 2.2 of the Construction Permit Agreement between the Parties, dated May 24, 2004. That portion of the parcel being conveyed was declared as surplus property under PMA 731 in 2007 in accordance with City policies.

iii. SPU will pay to Sound Transit **$6,809** for its agreed upon 33% share of the costs of the Lot Boundary Adjustment No. 3007078

b. SPU will grant the following easement rights on remaining portions of King County Parcel No. 7666203010, all of which will be paid for by Sound Transit:

i. a Transitway, column and footing easement to Sound Transit (approx. 2,004 sq. ft.) including a portion that is for exclusive use (approx. 72 sq. ft.) for **$36,400**;

ii. a storm drain easement to Sound Transit (approx. 1,215 sq. ft.) for **$28,249**; and

iii. a storm drain easement to Washington Department of Transportation (approx. 1466 sq. ft.) for **$11,253** (982 sq. ft. of the easement area overlaps with the Sound Transit storm drain easement above, so the compensation only covers an incremental 484 sq. ft.).

c. SPU will convey to Sound Transit in fee by quitclaim deed, King County Parcel No. 7666203076 (approx. 1,057 sq. ft.), for **$25,368** to be paid by Sound Transit, which includes a reserved easement for SPU for storm regulator facilities over the entire parcel. This parcel was declared as surplus property under PMA 3692 in 2007 in accordance with City policies.

d. SPU will grant a Transitway Easement to Sound Transit, on a portion of King County Parcel No. 0323049065 (approx. 1,427 sq. ft.), for **$4,638** to be paid by Sound Transit.

e. SPU will request Seattle City Council to transfer jurisdiction of a portion of King County Parcel No. 7666203140 (approx. 1,350 sq. ft.) to Seattle City Light for **$20,925** to be paid by Sound Transit for the relocation of electrical facilities onto property currently under SPU jurisdiction.

2. **Escrow; Closing**. Sound Transit and SPU, at the shared expense, will open an escrow with Pacific Northwest Title Company ("Title Company") for the purpose of closing the

COUNCIL CLERK

ATTACHMENT 9

conveyances above no later than _____, 20___. The Parties may mutually agree to any additional escrow instructions necessary for Title Company to close the transactions in accordance with this Summary Exchange Agreement or the authorizing ordinances of the Parties. The Parties agree to sign and deliver any documents that are necessary to close this transaction in accordance with this Summary Exchange Agreement and state law, including any applicable deeds, tax affidavits or other necessary documents.

3. **Title Insurance**. The Parties have ordered preliminary title commitments for the properties to be conveyed in fee as follows: Pacific Northwest Title Company Order No. 638840 (King Co. Parcel No. 766203115), First American Title Insurance Company File No. NCS-266970-WA1 (King Co. Parcel No. 766203010), and First American Title Insurance Company File No. 506840 (King Co. Parcel No. 766303076) ("Title Commitments"). Upon closing, the Parties may elect to obtain standard owner's policies of title insurance from the Title Company or other for any of the properties being conveyed in fee for the benefit of the grantee in each conveyance and to be paid by the grantee in each conveyance. In the event an updated Title Commitment shows new title exceptions and the granting party is unable or unwilling to satisfy or eliminate all of the new title exceptions by the date set for closing, the receiving party may, at its option, waive the title objections and proceed to closing or terminate that conveyance under this Exchange Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their fully authorized representatives as of the ____ day of _____, 20____.

City of Seattle:

Central Puget Sound Regional Transit Authority:

_____

Ray Hoffman, Director

Seattle Public Utilities

_____

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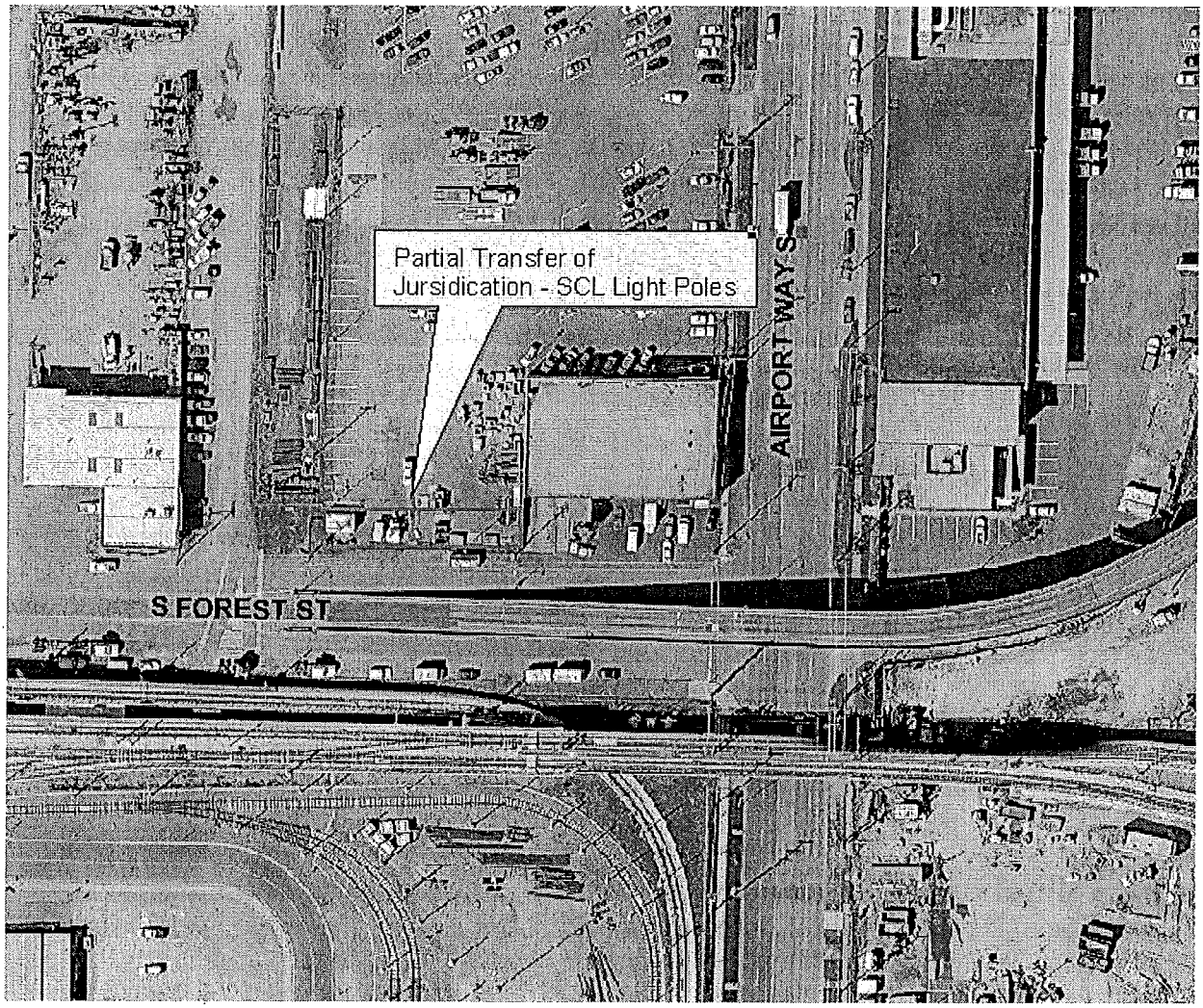
ATTACHMENT 10

The south 10 feet of Lot 11 in Block 240 of Seattle Tide Lands, according to the official maps on file in the Office of the Commissioner of Public Lands in Olympia Washington (containing 1,350 square feet more or less).



COUNCIL CLERK

Form revised: July 12, 2011

FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Seattle Public Utilities	Judith Cross 386-1814	Karen Grove 684-5805

Legislation Title:
AN ORDINANCE relating to Seattle Public Utilities; declaring certain real property interests acquired for municipal utility purposes to be surplus to the City's needs; authorizing the Director of Seattle Public Utilities to sell, grant or accept certain fee and easement interests to and from the Central Puget Sound Regional Transit Authority and to the State of Washington Department of Transportation, all of which are necessary as part of the construction of the initial segment of the Central Link Light Rail Project from downtown Seattle to Tukwila; approving a partial transfer of jurisdiction of real property from Seattle Public Utilities to Seattle City Light; and ratifying and confirming certain prior acts.

Summary of the Legislation:
This legislation would effectuate numerous property transactions required for construction of the Central Link portion of Sound Transit's new light rail system which began operating in mid-2009. Specifically, the legislation would:

Authorize Seattle Public Utilities (SPU) to purchase from Sound Transit property located adjacent to SPU properties at Airport Way South and South Forest Street. SPU would sell to Sound Transit property abutting property SPU owns at Airport Way South and South Forest Street. See Vicinity Map (1).

Authorize SPU to grant Sound Transit a Storm Drain Easement and a Transitway Easement and authorize SPU to grant to the Washington Department of Transportation a Storm Drain Easement within SPU properties at Airport Way South and South Forest Street. See Exhibit A (Vicinity Map 1).

Authorize SPU to sell property to Sound Transit at Airport Way South and South Hanford Street and authorize SPU to take possession from Sound Transit of a Storm Drain Regulator Easement at this location. See Exhibit A (Vicinity Map 1).

Authorize SPU to transfer to Seattle City Light jurisdictional authority over property at Airport Way South and South Forest Street on which City Light has erected power poles. The transfer will allow City Light unfettered access to the poles for maintenance purposes. See Exhibit A (Vicinity Map 1).

Authorize SPU to grant Sound Transit a Transitway Easement on property at East Marginal Way South and South 112 Street in Tukwila, WA. See Exhibit B (Vicinity Map 2).

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Background:
The City in 1998 approved Ordinance 118927, which authorized an intergovernmental cooperation agreement with the Central Puget Sound Regional Transit Authority (Sound Transit) to facilitate completion of its light rail project in an efficient manner and to ensure coordination with local land use and transportation plans within the City of Seattle. In 2001, Sound Transit selected the Initial Segment of the Central Link Light Rail Project, including the alignment and location of light rail stations, the Beacon Hill Tunnel and its rail car maintenance facility. To accommodate the Central Link Project's real estate needs, the City and Sound Transit agreed to exchange various rights in property owned by Sound Transit and the City of Seattle, under the jurisdiction of SPU. The City and Sound Transit have agreed to the final terms and conditions of all the transactions and a final transfer of payment from Sound Transit to SPU to complete the transactions.

_X_ This legislation has financial implications.

No additional appropriations are required for this project. This legislation authorizes the purchase of land by SPU from Sound Transit ($35,167) and other miscellaneous transfer-related costs related to the sale of SPU land to Sound Transit ($26,809). These expenses will be charged to the Shared Cost Projects BCL (C410B) in the Water Fund, using allocation C4104 Sound Transit Central Link program. A request was approved in the 1st Quarter Supplemental Ordinance to add this program to the 2011 budget, along with a request to transfer $65,281 in Water Fund appropriations from an existing program. While the expenses associated with the proposed legislation were not anticipated at the time of the supplemental request, sufficient appropriations exist within the Shared Cost Projects BCL to cover these minor expenses.

The SPU property involved in these transactions is owned by the Water Fund. This legislation has no impact on 2011 water rates. Had the revenue associated with these transactions been known at the time rates were set it would have represented a 0.3% offset to the water rate.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
Water Fund, Fund 43000	SPU	Other Non-Operating Revenue	$101,465	
Water Fund, Fund 43000	SPU	Capital Contribution-Donated Assets	$218,199	
TOTAL			**$319,664**	

COUNCIL CLERK

Revenue/Reimbursement Notes:
Under this legislation, Sound Transit will make a net payment of $257,688 to SPU. This payment is equal to gross revenues to SPU from Sound Transit less costs that SPU incurs as a result of this legislation. Gross revenues of $319,664 are derived from the land sales/easements by SPU to Sound Transit (totaling $298,739) and payments Sound Transit has agreed to make to SPU as a result of the transfer of jurisdiction by SPU to Seattle City Light for $20,925. That amount is required to compensate SPU for the loss of use of SPU property onto which a SCL power pole and power lines were relocated. The pole and power line relocation was necessitated by the construction of Sound Transit's light rail Transitway and vehicle maintenance facility. Costs include the land purchase cost ($35,167) and other transfer related costs including lot boundary adjustment fees and construction permit agreement fees ($26,809) which SPU owes to Sound Transit under this legislation. While the actual cash flow is net of expense, per GAAP (Generally Accepted Accounting Principles), revenue must be reported as gross.

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?**
The City of Seattle would face legal risk if it were to decide at this time not to honor signed intergovernmental agreements related to the construction of the Central Link light rail project.

c) **Does this legislation affect any departments besides the originating department?**
This impacts Seattle City Light as noted in Attachment 10.

d) **What are the possible alternatives to the legislation that could achieve the same or similar objectives?**
None.

e) **Is a public hearing required for this legislation?**
Yes, RCW 35.94.040 requires a public hearing on the lease or sale of property or equipment acquired for public utility purposes.

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.

h) **Other Issues:**

List attachments to the fiscal note below:

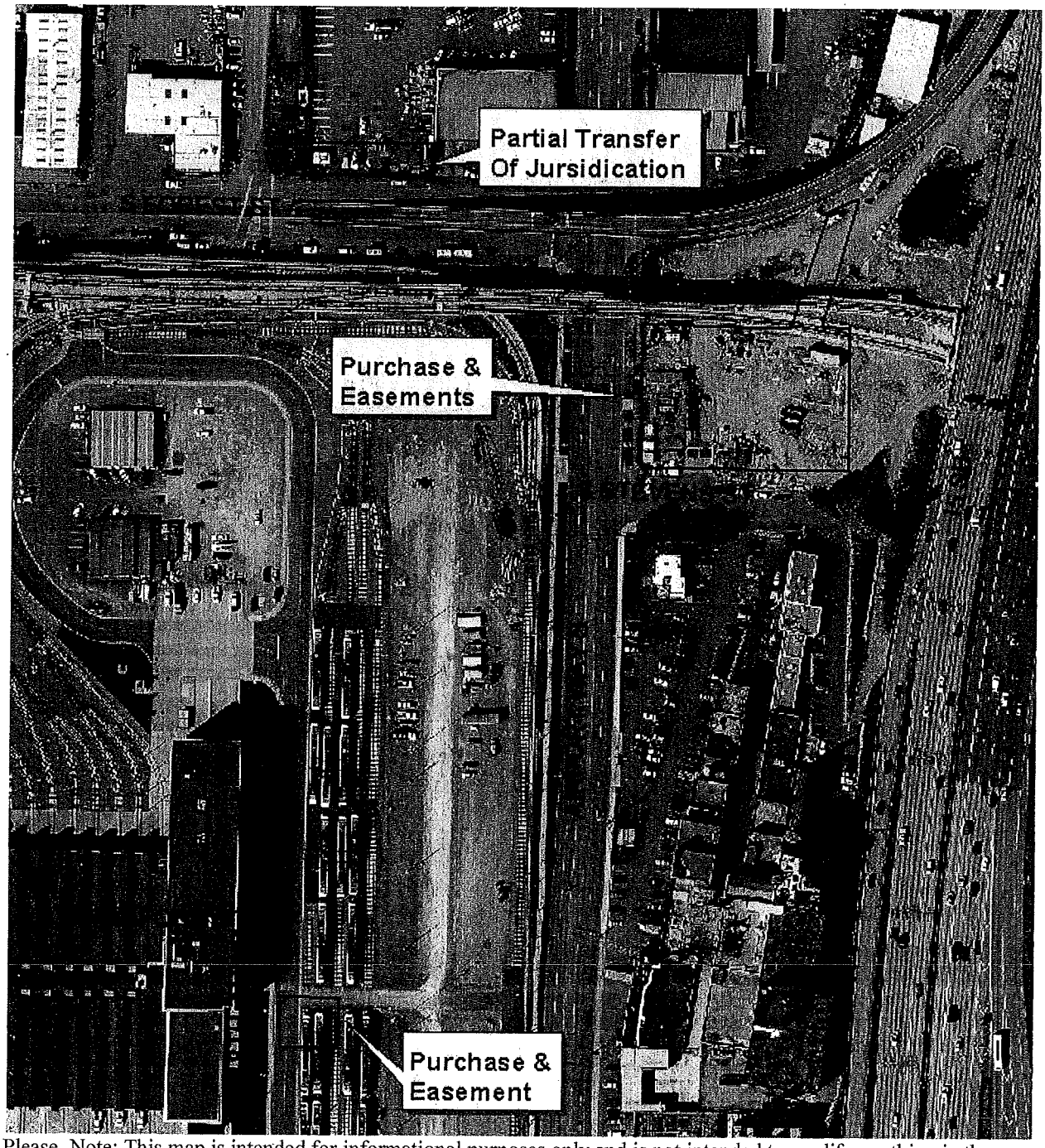
Exhibit A – Vicinity Map 1
Exhibit B – Vicinity Map 2

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer FISC EXH A
November 18, 2011
Version #1

Exhibit A

Vicinity Map 1
2800 Airport Way So. & So. Forest St.
Seattle, WA



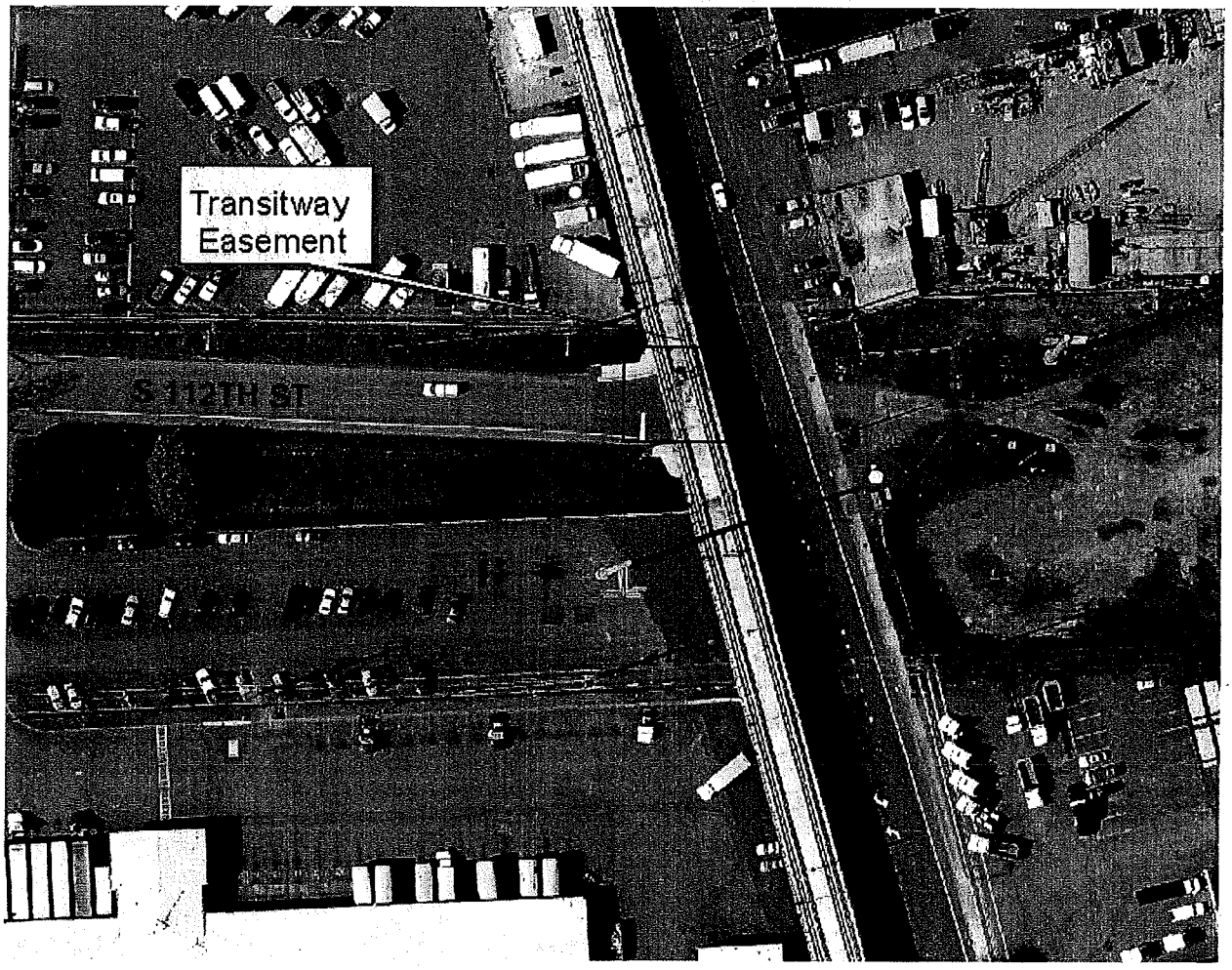
Please Note: This map is intended for informational purposes only and is not intended to modify anything in the legislation.

COUNCIL CLERK

Carolyn Johnson
SPU Sound Transit Land Transfer FISC EXH B
November 18, 2011
Version 1

Exhibit B

Vicinity Map 2
E. Marginal Way & So. 112th Street
Tukwila, WA.



Please Note: This map is intended for informational purposes only and is not intended to modify anything in the legislation.

COUNCIL CLERK

City of Seattle
Office of the Mayor

November 29, 2011

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

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill which would authorize a number of property transactions and the acceptance of $257,688 from Sound Transit.

The City Council in 1998 approved an ordinance authorizing execution of an intergovernmental cooperation agreement with the Central Puget Sound Regional Transit Authority (Sound Transit). The agreement was designed to facilitate efficient completion of the Central Link light rail project and to ensure coordination with Seattle's land use and transportation plans. To build the west portal of the Beacon Hill Tunnel and other light rail facilities in south Seattle, the City and Sound Transit agreed to exchange various rights in property owned by Sound Transit and SPU. This legislation is needed to execute those transactions.

SPU and Sound Transit spent many months working on the terms and conditions of these property rights transfers. Thank you for your consideration of this legislation. Should you have questions, please contact Judith Cross at 386-1814.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

COUNCIL CLERK

Michael McGinn, Mayor
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